

012 N 003-001

145- 145 Anderson st, Portland, ME

8 artist studios / Condo units

Rondom Orbit, LLC

2001-0092

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

**2001-0092**  
Application I. D. Number  
**05/18/2001**  
Application Date  
**8 artist studio's/ condo units**  
Project Name/Description

**Random Orbit, LLC**  
Applicant  
**70 Merrill St, Portland, ME 04101**  
Applicant's Mailing Address  
**Bass, Peter**  
Consultant/Agent  
**Applicant Ph: (207) 772-6005    Applicant Fax: (207) 772-6005**  
Applicant or Agent Daytime Telephone, Fax

**145 - 145 Anderson St, Portland, Maine**  
Address of Proposed Site  
**012 N003001**  
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) **8 condo/artist studios**

**10,570**  
Proposed Building square Feet or # of Units                      Acreage 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 Use (ZBA/PB)                       Zoning Variance                       Other \_\_\_\_\_

Fees Paid:    Site Plan **\$500.00**    Subdivision \_\_\_\_\_    Engineer Review \_\_\_\_\_    Date **05/18/2001**

**Planning Approval Status:**

Reviewer **Kandi Talbot**

Approved                       Approved w/Conditions See Attached                       Denied

Approval Date **07/10/2001**                      Approval Expiration **07/10/2002**                      Extension to \_\_\_\_\_                       Additional Sheets Attached

OK to Issue Building Permit                      **Kandi Talbot**                      **10/23/2001**  
signature                      date

**Performance Guarantee**                       Required\*                       Not Required

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<b>10/22/2001</b> date	<b>\$21,760.00</b> amount	<b>04/30/2002</b> expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
<input type="checkbox"/> Building Permit Issue	_____ 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		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	



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

2001-0092

Application I. D. Number

05/18/2001

Application Date

8 artist studio's/ condo units

Project Name/Description

Random Orbit, LLC

Applicant

70 Merrill St, Portland, ME 04101

Applicant's Mailing Address

Bass, Peter

Consultant/Agent

Applicant Ph: (207) 772-6005      Applicant Fax: 2077726005

Applicant or Agent Daytime Telephone, Fax

145 - 145 Anderson St, Portland, Maine

Address of Proposed Site

012 N003001

Assessor's Reference: Chart-Block-Lot

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**Approval Conditions of Planning**

1 Subdivision:

i. That construction details, such as new sidewalk, curb installation, pipe trenching, sewer connection, silt fence installation, catch basin sediment filter installation, temporary construction entrance, etc. Be submitted.

2 Site Plan:

i. That the applicnat revise the site plan to include two (2) street trees along Anderson Street and provide foundation plantings around the building. The proposed landscaping shall be reviewed and approved by the City Arborist.

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

2001-0092  
Application I. D. Number  

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05/18/2001  
Application Date  

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8 artist studio's/ condo units  
Project Name/Description

**Random Orbit, LLC**  
Applicant  

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70 Merrill St, Portland, ME 04101  
Applicant's Mailing Address  

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**Bass, Peter**  
Consultant/Agent  

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Applicant Ph: (207) 772-6005      Applicant Fax: (207) 772-6005  
Applicant or Agent Daytime Telephone, Fax

145 - 145 Anderson St, Portland, Maine  
Address of Proposed Site  

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012 N003001  
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) **8 condo/artist studios**

**10,570**  
Proposed Building square Feet or # of Units      Acreage 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/PB)    | <input type="checkbox"/> Zoning Variance             | <input type="checkbox"/> Other _____           |  |

Fees Paid:    Site Plan **\$500.00**    Subdivision \_\_\_\_\_    Engineer Review \_\_\_\_\_    Date **05/18/2001**

**DRC Approval Status:**

Reviewer **Chris Earle/Steve Bushey**

Approved       **Approved w/Conditions**       Denied  
See Attached

Approval Date **07/10/2001**      Approval Expiration **07/10/2002**      Extension to \_\_\_\_\_       Additional Sheets Attached

Condition Compliance      **Kandi Talbot**      **10/23/2001**  
signature      date

**Performance Guarantee**       **Required\***       **Not Required**

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<b>10/22/2001</b> date	<b>\$21,760.00</b> amount	<b>04/30/2002</b> expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
<input type="checkbox"/> Building Permit Issue	_____ 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		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	

**EAST BAYSIDE STUDIOS  
ARTIST LIVE/WORK CONDOMINIUMS  
VICINITY OF 145 ANDERSON STREET  
SITE PLAN AND SUBDIVISION REVIEW  
RANDOM ORBIT, LLC, APPLICANT**

Submitted to:

Portland Planning Board  
Portland, Maine

July 10, 2001

**I. INTRODUCTION**

Random Orbit, LLC is requesting review of a 10,570 sq. ft. building. The building will consist of eight (8) units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 11,790 sq. ft. The site is zoned B-5 and the project will be reviewed under the Site Plan and Subdivision Ordinance.

As the Board is aware, the Planning Board held a public hearing on February 13, 2001, at which time the Board voted unanimously to recommend that the property located at 145 Anderson Street be rezoned from B-1 to B-5 to allow artist live/work space. The City Council approved the zone change on March 19, 2001.

396 notices were sent to area residents. A legal ad appeared in the July 2nd and July 3rd editions of the Portland Press Herald.

**II. SUMMARY OF FINDINGS**

Zone:	B-5
Parcel Size:	0.27 acres
Number of Units:	8 units
Adjacent Land Use:	Residential and Industrial

**III. STAFF REVIEW**

The proposal has been reviewed for compliance with the Subdivision and Site Plan Ordinance of the Land Use Code

**IV. SUBDIVISION REVIEW**

1. Water and Air Pollution

The development will not result in undue water or air pollution.

2/3. Water

The applicant is proposing to tie into the existing 8' water line in Anderson Street. The Portland Water District has submitted a letter indicating that they have sufficient capacity to serve this project for fire protection and domestic water service demands. The letter is included as Attachment 11.

4. Soil Erosion

The Development Review Coordinator had requested that the applicant indicate on the plans appropriately located silt fencing and a construction entrance. The applicant has noted on the site plan that sedimentation and erosion control measures will be applied by using silt fencing, all final grading will be seeded and mulched and a catch basin sediment filter will be installed on the existing catch basin within Anderson Street. The applicant must submit details of the installation of the silt fencing, catch basin sediment filter and temporary construction entrance. A potential condition of approval is:

- that the applicant submit details of the installation of the silt fencing, catch basin sediment filter and temporary construction entrance.

5. Traffic

Access to the site is from Anderson Street through a 26 ft. wide driveway. The applicant is proposing 8 parking spaces at the front of the proposed building. The Portland Water District has an easement running through the discontinued Cove Street. This easement is located under the parking area. The applicant is also proposing bituminous sidewalk along the frontage and granite curbing at the entrance.

6. Sanitary/Stormwater

**Sanitary**

The applicant is proposing to connect to the existing 48" dia. brick sewer within Anderson Street. A capacity letter is included as Attachment 10. Public Works had previously reviewed the plan and recommended that the applicant put a note on the plan that indicates that the contractor must contact Public Works when making the sanitary connection into the 48' dia. brick sewer in Anderson Street. In addition, a note should be specified that the connection into the sanitary main shall be "core drilled" so that the integrity of the City's brick sewer is not compromised. These notes have been added to the plan.

Public Works is also requiring that the applicant supply a plan specifying all of the "construction details" specific to work within the public right of way, such as new sidewalk, curb installation, pipe trenching in the street, sewer connection, etc. Public Works' memo is included as Attachment 9. A potential condition of approval is:

- that construction details, such as new sidewalk, curb installation, pipe trenching, sewer connection, etc. be submitted.

## Stormwater

The applicant is proposing to grade the property so that drainage will sheet flow from the rear of the property towards Anderson Street. The Development Review Coordinator has reviewed the plans and found them to be generally acceptable. The DRC recommended that the applicant provide evidence of temporary construction easements for work on the adjacent properties for grading, etc. A draft license agreement is included as Attachment 12.

### 7. Financial Capability

A letter of financial capability has been submitted and is included as Attachment 4.

## VI. SITE PLAN REVIEW

### 1/2. Traffic

The traffic comments have been consolidated in the subdivision review section.

### 3. Proposed Buildings

The applicant is proposing a three-story 10,017 sq. ft. artist live/work building. The building will consist of eight (8) units for artist live/work area and will be sold as condominiums. The total floor area will consist of 4,520 sq. ft. on the two main floors and 960 sq. ft. within the penthouse/loft area. The façade of the building will consist of galvanized corrugated metal with insulated glass aluminum frames around the windows. Elevations of the building are included as Attachment 3.

### 4. Sewer, Storm Drain and Water

The sewer, storm drain and water comments have been consolidated in the subdivision review section.

### 5. Landscaping/Existing Vegetation

The applicant is proposing that the existing landscaping on the site is adequate. The City Arborist has reviewed the plan and is recommending that the applicant provide at least two (2) street trees along Anderson Street and provide foundation plantings around the building. The City Arborist's memo is included as Attachment 15. A potential condition of approval is:

- that the applicant revise the site plan to include two (2) street trees along Anderson Street and provide foundation plantings around the building. The proposed landscaping shall be reviewed and approved by the City Arborist.

6. Soils and Drainage

Soils and drainage have been consolidated in the subdivision review section.

7. Exterior Lighting

The applicant is not proposing any new lighting for the site.

8. Fire

The Fire Department has reviewed and approved the plan.

9. City Infrastructure

The proposed development will not place any strain on the City infrastructure as previously discussed in the traffic and stormwater section.

10. Neighborhood Meeting

Random Orbit LLC held a neighborhood meeting on July 2, 2001. Minutes are included as Attachment 13.

**VII. MOTIONS FOR THE BOARD TO CONSIDER**

On the basis of plans and material submitted by the applicant and on the basis of information contained in Planning Report #29-01 relevant to the standards of Site Plan and Subdivision Review, the Planning Board finds:

- i. That the proposed development is/is not in conformance with the Subdivision Ordinance of the Land Use Code

Potential Condition of Approval:

- 1. that construction details, such as new sidewalk, curb installation, pipe trenching, sewer connection, silt fence installation, catch basin sediment filter installation, temporary construction entrance, etc. be submitted.

- ii. That the proposed development is/is not in conformance with the Site Plan Ordinance of the Land Use Code

Potential Condition of Approval:

- 1. that the applicant revise the site plan to include two (2) street trees along Anderson Street and provide foundation plantings around the building. The proposed landscaping shall be reviewed and approved by the City Arborist.

4-0  
Hagge,  
Malone,  
Krichels  
absent

4-0  
Hagge,  
Malone, Krichels  
Hagge  
absent

Attachments:

1. Site Plan Application
2. Applicant's Written Submittal
3. Vicinity Map
4. Letter of Financial Capability
5. Deeds
6. Building Elevations and Floor Plans
7. Geotechnical Evaluation
8. DRC's memo dated June 5, 2001
9. Public Works' memo dated June 7, 2001
10. Sewer Capacity Letter
11. Portland Water District Capacity Letter
12. License Agreement
13. Neighborhood Meeting Minutes
14. Plans
15. City Arborist's Memo



Attachment 1

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 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 RANDOM ORBIT, LLC Application Date 5/12/2001

Applicant's Mailing Address 70 MERILL ST PORTLAND 04101 Project Name/Description EAST BAYSIDE Studios ARTIST LIVE/WORK Condominiums

Consultant/Agent PETER BASS Address Of Proposed Site 145 ANDERSON ST.

Applicant/Agent Daytime telephone and FAX 772-6005 FAX - SAME Assessor's Reference, Chart#, Block, Lot# Chart # 12 Block B Lots 5,7,18 012-N-003

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

Manufacturing  Warehouse/Distribution  Other(Specify) ARTIST LIVE/WORK

10,570 Proposed Building Square Footage and /or # of Units 11,790 sq ft. Acreage of Site B-5 Zoning

You must include the following with you application:

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

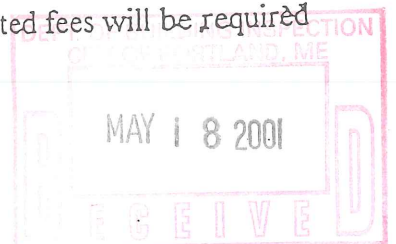
(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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

Signature of applicant: [Signature] Date: 5/14/2001

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.



1. The proposed use for the site will be one building containing 8 units of "artist" live/work space. The units will be sold as condominiums.

2. Total land area	11,500sq.ft. plus/minus
Total ground coverage	4368sq.ft.
Total floor area	4,520sq.ft. on 2 main floors
	960sq.ft. penthouse/loft
Total	10,017sq.ft.

3. There is a 6 inch water pipe under the discontinued Cove St. over which Portland Water District has an easement-see attached Corrective Easement Deed.

4. This development will generate typical household solid waste.

5. This property has approximately 100ft. of frontage on Anderson Street. As shown on the submitted survey, the surveyors have determined that water, storm drains, gas and sewer are available under Anderson Street.

7. The major components of this project will be construction of the building, paving the parking area and landscaping. It is planned for the project to begin in late August and to be completed in approximately 16 weeks.

9. See enclosed letter from Peoples Heritage Bank.

10. See attached deed and purchase and sale agreement.



**BAY**  
**RIT.**

- RESIL
- CONI
- LANI

Attachment 3





Att. 4

Peoples Heritage Bank  
One Portland Square  
P.O. Box 9540  
Portland, ME 04112-9540  
1.800.462.3066  
Tel: 207 761-8500  
Internet: www.peoplsheritage.com



April 2, 2001

Portland Planning Board  
Portland, ME

Re: Peter Bass Condominium Project on Anderson St

To Whom It May Concern:

Peoples Heritage Bank considers Peter Bass to have the financial capability to successfully finance and complete the proposed 145-147 Anderson Street Condominium Project. This conclusion is based on a preliminary review of the plans and budget for the project and the borrower's financial status.

If I can be of further assistance please do not hesitate to call me at (207) 761-8577.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Geci".

Benjamin C Geci  
Vice President  
Commercial Lending  
Peoples Heritage Bank

WARRANTY DEED  
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, that WHALEN L. GUIMOND II, also known as Whalen Guimond, and CATHERINE E. GUIMOND, both of Portland, County of Cumberland, State of Maine, being husband and wife, for consideration paid, grant to PETER L. BASS of Gorham, County of Cumberland, State of Maine, whose mailing address is 70 Merrill Street, Portland, Maine 04101, with warranty covenants the land in Portland, County of Cumberland, State of Maine, described as follows:

Three certain lots or parcels of land with any buildings thereon situated on or near the easterly side of Anderson Street, in said Portland, Maine, and bounded and described as follows:

Parcel One: A certain lot or parcel of real estate situated in Portland in the County of Cumberland and State of Maine and more particularly described as, viz: "Land on the East side of West Cove St., Nos. 31-33, Portland, Maine, City Assessors' Plan 12, Block B, Lot 7, Area 4100 sq. ft.", as further described in a deed to Nellie Roberts dated September 30, 1912 recorded in the Cumberland County Registry of Deeds in Book 902, Page 73, as more specifically described below.

Parcel Two: A certain parcel of land, situated in Portland, Cumberland County, Maine, containing about four thousand (4000) square feet of land, and bounded and described as follows, viz: Beginning at the southerly corner of lot formerly of one Joseph Nelson, conveyed to said Nelson by deed of Max Robinson and Rudolph E. Brill by deed dated July 24, 1912, and recorded in the Cumberland County Registry of Deeds, Book 855, Page 309; thence running easterly on the southerly side line of said Nelson land eighty-three (83) feet more or less to a fence; thence southerly along said fence forty-five (45) feet more or less to the lot conveyed by Carmela C. Rossetti to Nellie Roberts; thence westerly along said Roberts lot to the easterly side line of Cove Street eighty-two feet, more or less; thence northerly along said Cove Street forty-five (45) feet more or less to the point of beginning, as more specifically described below.

Said Parcel One and the adjacent Parcel Two are further specifically described as a single combined parcel as follows, based on the "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510, with this more specific description to supplement and be substituted for the above descriptions for Parcel One and Parcel Two, and

to be controlling in the case of any discrepancy:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, along land now or formerly of the City of Portland described as Tax Map 12, Lot B-9, 45.00 feet to a 5/8 inch rebar set; thence, N 14°08'07" E, continuing along said land of the City of Portland, 10.00 feet to a 5/8 inch rebar set; thence, N 78°48'34" E, continuing along said land of the City of Portland, 34.00 feet to a 5/8 inch rebar set; thence, N 00°10'34" E, 85.01 feet to a point which is S 09°42'02" W 4.61 feet of a 5/8 rebar found capped "Titcomb 1273"; thence, from the point described S 88°00'00" W, along land now or formerly of Portland Housing Authority as described in a deed recorded in said Registry in Book 11268, Page 308, 83.00 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 7,765 square feet.

Parcels One and Two herein being the same parcels conveyed to the Grantors herein as the second and third parcels in a deed from Judith Redmond Arbuckle dated March 17, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8687, Page 88.

Parcel Three: A certain parcel of land situated in Portland, County of Cumberland and State of Maine and consisting of a portion of the now discontinued Cove Street, bounded and described as follows:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, S 88°00'00" W,



through Cove Street, 20.00 feet to a 5/8 inch rebar set; thence, N 01°06'00" W, along the centerline of said Cove Street, 33.80 feet to a 5/8 inch rebar set; thence, S 88°54'00" W, through Cove Street, 20.00 feet to a 5/8 inch rebar set on the easterly sideline of Anderson Street; thence, N 14°55'59" E, along Anderson Street, 68.87 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, through Cove Street, 20.98 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 2,694 square feet.

Being a portion of the discontinued Cove Street as shown on plan entitled "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510. Reference is made to the Order of Discontinuance by the City of Portland dated August 7, 1995, an attested copy of which is recorded in the Cumberland County registry of Deeds in Book 12303, Page 241, a Municipal Quitclaim Deed from the City of Portland to the Grantors herein dated February 17, 2000 and recorded in said Registry in Book 15330, Page 146, and a deed from Portland Housing Authority to Grantor Whalen Guimond dated January 17, 1996 and recorded in said Registry in Book 12315, Page 121. Grantors herein intend to convey and hereby do convey to Grantee herein all interest acquired by either or both of them by virtue of the above referenced deeds.

This conveyance of Parcel Three is made SUBJECT TO a public easement retained in the Order of Discontinuance, an attested copy of which is recorded in said Registry in Book 12303, Page 241, and SUBJECT TO an easement granted by Grantors herein to Portland Water District by deed dated February 2, 1996 and recorded in said Registry in Book 123812, Page 57, a corrective and confirming deed dated February 18, 2000, recorded in said Registry in Book 15330, Page 143, and a corrective and confirming deed of even or near even date herewith, to be recorded in said Registry.

WITNESS our hands and seals this 17<sup>th</sup> day of the month of March, 2000.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Barbara A. Vestal

Whalen L. Guimond II

Whalen L. Guimond II  
a/k/a Whalen Guimond

to both

Catherine E. Guimond  
Catherine E. Guimond

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Whalen L. Guimond II and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara A. Vestal

Attorney at Law/Notary Public

Printed name: BARBARA A. VESTAL

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Catherine E. Guimond and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara A. Vestal

Attorney at Law/Notary Public

Printed name: Barbara A. Vestal

RECEIVED  
RECORDED REGISTRY OF DEEDS

2000 MAR 17 PM 3:37



5d

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 8<sup>th</sup> day of December, 2000, between PETER L. BASS of 70 Merrill Street, Portland, Maine (hereinafter referred to as "Buyer"), and PORTLAND HOUSING AUTHORITY and PORTLAND HOUSING DEVELOPMENT CORPORATION, of 14 Baxter Boulevard, Portland, Maine (hereinafter collectively referred to as "Seller").

The parties hereto agree, warrant, and covenant as follows:

1. Purchase and Sale. The Seller agrees to sell and the Buyer agrees to buy the following described real estate situated in the City of Portland, County of Cumberland, and State of Maine, to wit:

Two certain lots or parcels of land, with no buildings thereon situated adjacent to 145-147 Anderson Street, Portland, Maine, which are northerly of the line formed by extension of the southerly sideline of 145-147 Anderson Street (holding the same course of S 88°00'00" W) easterly to the rear boundary line of property now or formerly of Margaret Donatelli (Book 10944, Page 208) and westerly to the easterly sideline of Anderson Street (as illustrated on the attached diagram).

2. Purchase Price. The total purchase price for the premises shall be \$2,000 and shall be paid by the Buyer as follows: \$100 as earnest money and in part payment on account of the purchase price in the form of a personal check upon execution of this Agreement, and the balance of \$1,900 to be paid in cash or by certified check or bank check at closing.

3. Deed to the Premises. The Seller agrees to deliver a duly executed good and sufficient Quitclaim Deed with Covenant in accordance with Maine practice conveying the premises to Buyer. Buyer, at Buyer's expense, shall prepare the Quitclaim Deed for execution by Seller, and Buyer shall pay Seller's share of transfer taxes. The premises shall be conveyed subject to easements of record and subject to existing building, land use and zoning laws.

4. Closing. Transfer of title and possession to the premises shall occur on or before that date which is 15 days after Buyer notifies Seller that it has satisfied the contingencies contained in Paragraph 12, but if those contingencies have not been satisfied by July 1, 2001, Seller may, at its option, terminate this contract.

5. Contingency for Title to Premises. Buyer's obligation to purchase hereunder is contingent upon the title to

5e

the premises being good, marketable title free and clear of all encumbrances and encroachments except as specified in Paragraph 3 above. Provided, however, that if the condition of the title deviates from this, then, at Buyer's option, the time for closing may be extended for a period of thirty (30) days and Seller shall use reasonable efforts to remove any defects in title or to make the premises conform to the provisions hereof. If Seller is not able to remedy title within this time period, Buyer may terminate this Agreement and receive a return of his earnest money deposit or opt to accept such title as Seller can deliver, without any reduction in the purchase price.

6. Seller's Default. In the event the Seller fails to consummate the sale of property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in the Seller to terminate the transaction contemplated by this Agreement, and Buyer shall have fully performed all of his obligations under this Agreement, Buyer, at his option, may elect to declare this Agreement null and void, Buyer shall be refunded the full deposit paid hereunder, and Buyer and Seller shall be fully discharged and relieved from the terms and obligations of this Agreement.

7. Buyer's Default. In the event Buyer fails to consummate the purchase of the property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, and Seller shall have fully performed all of his obligations under this Agreement, Seller shall retain the deposit as liquidated damages, which retention by Seller of the deposit shall not be as a penalty, and all obligations of the parties to one another shall cease and this Agreement shall be null and void.

8. Prorations. Real estate taxes for the tax year of closing shall be prorated as of the time of transfer of title, based upon a fiscal year for the City of Portland.

9. General Conditions. The following general conditions shall affect this Agreement:

a. Casualty. The risk of loss or damage to said premises by fire or otherwise until transfer of title hereunder is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated.



5f

b. Brokerage. Buyer and Seller stipulate that no real estate broker has been involved in this transaction and no brokerage fee is due to any entity.

c. Entire Agreement. This is the entire Agreement between the parties, covering everything agreed upon or understood in this transaction. There are no oral or prior written promises, conditions, representations, agreements, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereto or in effect between the parties. No change or addition may be made to this Agreement except by written agreement executed by the parties hereto. Captions are included for convenience of reference only.

d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of the personal representatives, successors, administrators, and assigns of the parties hereto.

e. Time of the Essence. Buyer and Seller covenant and agree that time is of the essence in this Agreement.

10. Seller's Acceptance. Seller shall have until December 12, 2000 at 5:00 p.m. to accept this offer and execute this Agreement. If Seller does not accept the offer by that date, the earnest money deposit shall promptly be returned to Buyer.

11. Contingencies. Seller's obligation to perform pursuant to this Agreement is contingent upon the following:

a. Buyer, at its expense, securing from the City of Portland a waiver or release from the contingency contained in the Purchase and Sale Agreement between the City of Portland and Portland Housing Development Corporation dated June 5, 1996 affecting the property contained in Tax Map 12, Lot B-9 stating that "The property shall not be used for residential development", to the extent, if any, that it would otherwise be applicable. The release shall state that the City is waiving any right to object to its use for residential development by virtue of that Purchase and Sale Agreement.

b. Buyer, at its expense, obtaining approvals from the City of Portland upon terms and conditions acceptable to

59

Buyer to develop the premises at 145-147 Anderson Street and all adjacent property under the same ownership for an 8 or more unit structure containing live/work space aimed primarily at artists.

12. Authority. Seller's obligations hereunder are also subject to formal ratification of this Agreement by Seller's governing boards. Executive Director/President Peter Howe shall seek ratification of this Agreement within 30 days of the effective date hereof, and shall notify Buyer of action taken by the governing boards as soon as possible.

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

BUYER:

11/29/2000  
Date

Peter L. Bass  
Peter L. Bass

SELLER:

PORTLAND HOUSING AUTHORITY and  
PORTLAND HOUSING DEVELOPMENT  
CORPORATION

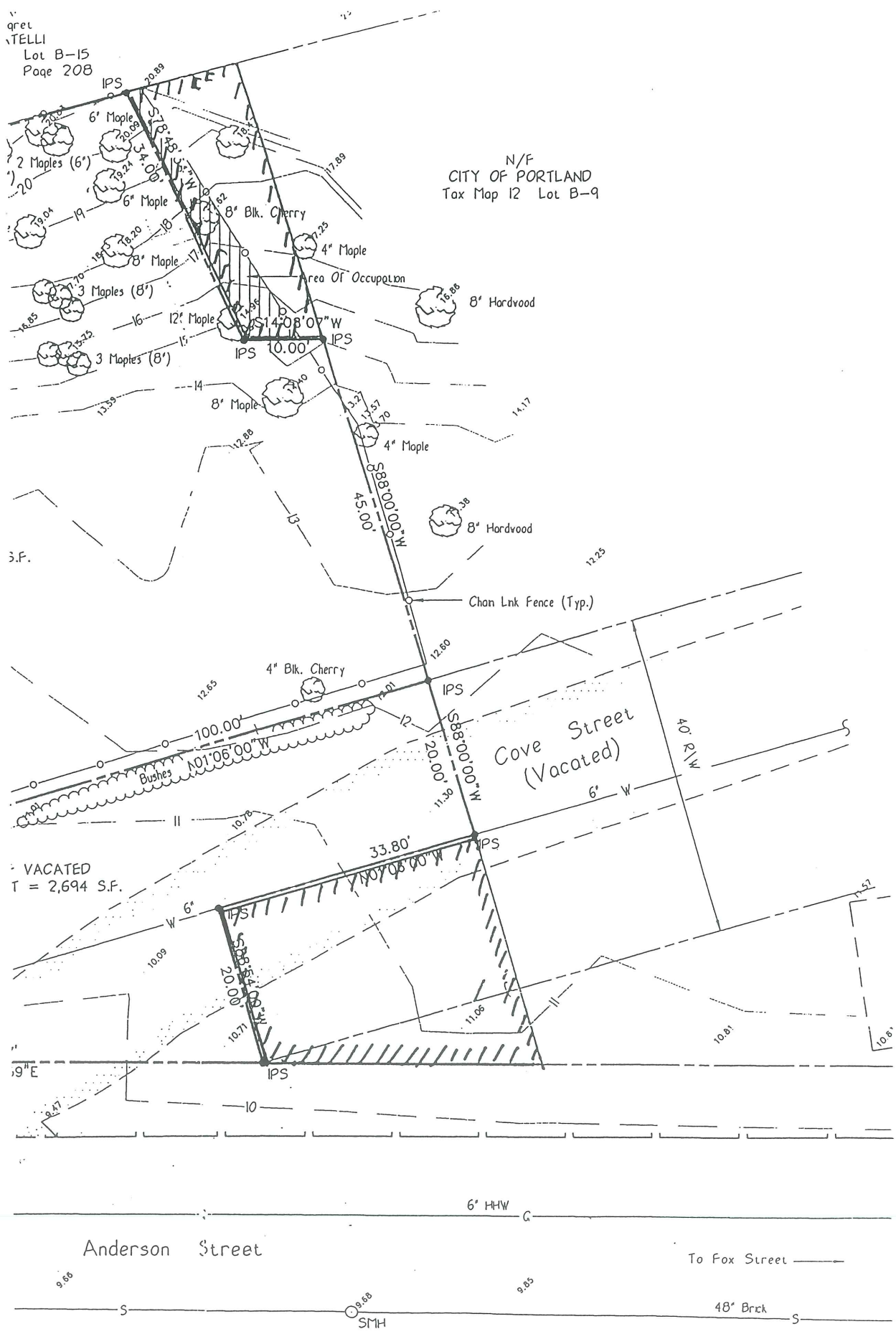
12/8/00  
Date

By: Peter A. Howe  
Peter A. Howe, Executive Director/President

5h

qret  
TELLI  
Lot B-15  
Page 208

N/F  
CITY OF PORTLAND  
Tax Map 12 Lot B-9





**CORRECTIVE EASEMENT DEED**  
**(Corrects and Confirms Deed Recorded**  
**in Cumberland County Registry of Deeds**  
**at Book 15330, Page 143)**  
**QUIT CLAIM WITHOUT COVENANT**

KNOW ALL PERSONS BY THESE PRESENTS, that WHALEN L. GUIMOND II, aka WHALEN GUIMOND, and CATHERINE E. GUIMOND, (GRANTORS), of Portland, County of Cumberland, State of Maine, being husband and wife, in consideration of One Dollar (\$1.00) and other valuable considerations paid by PORTLAND WATER DISTRICT, (GRANTEE), a public quasi-municipal corporation duly organized and existing under the laws of the State of Maine and located at Portland, County of Cumberland, State of Maine, with a mailing address of P.O. Box 3553, Portland, Maine 04104-3553, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, its successors and assigns the right perpetually to enter at any and all times upon a certain strip of land situated in the City of Portland, County of Cumberland, State of Maine, said strip being the vacated portion of Cove Street bounded and described on "Exhibit A" attached hereto and made a part hereof.

And to construct and perpetually maintain through, under and across said strip, conduits or pipelines for conveying water, with all the necessary fixtures and appurtenances, and to lay, relay, maintain and remove water pipe or pipes upon or under said strip, with all the necessary fixtures and appurtenances, together with the right at all time to make connections with said conduits or pipelines to land adjoining said strip by means of pipes or services; to install electric or other energized control lines and appurtenances under said strip; to trim, cut down, and remove bushes, grass, crops and trees to such extent as in the judgment of the Grantee is necessary for any of the above purposes, and to enter upon said strip at any and all times for any of the foregoing purposes, reserving to the Grantors, their heirs and assigns, the use and enjoyment of said strip for such purposes only as will in no way interfere with the perpetual use thereof by Grantee, its successors and assigns, for the purposes above mentioned, provided that no building or permanent structure, except pavement and utilities shall be erected on said strip by the Grantors, their heirs and assigns and the Grantors, their heirs and assigns shall not remove or permit the removal of any earth from said strip, or place fill thereon without the written permission of the Grantee, its successors and assigns, and that in the event the Grantee grants such permission, the Grantors, their heirs and assigns shall indemnify the Grantee for any expenses resulting from any such removal or placement; and provided further that no conduits, pipelines or facilities shall be laid or maintained within five (5) feet of or above any conduit or pipeline laid or relaid by the Grantee pursuant to the rights granted herein, except that pipelines and conduits may cross normal to the Grantee's lines with a minimum clearance of one (1) foot.

TO HAVE AND TO HOLD the aforesaid and bargained premises, with all the privileges and appurtenances thereof to Grantee, its successors and assigns to its and their use and behoof forever.

5j

MEANING AND INTENDING to correct and confirm an Easement Deed granted by Whalen Guimond, as Grantor, to Portland Water District, as Grantee, dated February 2, 1996 and recorded at Book 12382, Page 057, in which Whalen Guimond was the sole Grantor.

IN WITNESS WHEREOF, the said Whalen L. Guimond II, aka Whalen Guimond, and Catherine E. Guimond, have hereunto set their hands and seals this 17 day of March, 2000.

Signed, Sealed and Delivered in the presence of

Barbara Vestal  
Witness

Whalen L. Guimond II  
Whalen L. Guimond II,  
aka Whalen Guimond

to both  
Witness

Catherine E. Guimond  
Catherine E. Guimond

STATE OF MAINE  
Cumberland, ss.

March 17, 2000

Personally appeared before me the above-named Whalen L. Guimond, II, aka Whalen Guimond, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara Vestal  
Notary Public/Attorney at Law

BARBARA A. VESTAL  
Print Name

STATE OF MAINE  
Cumberland, ss.

March 17, 2000

Personally appeared before me the above-named Catherine E. Guimond, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara Vestal  
Notary Public/Attorney at Law

BARBARA A. VESTAL  
Print Name



5K

**EXHIBIT A****DEED DESCRIPTION  
OF  
COVE STREET**

A certain lot or parcel of land, being a portion of Cove Street as vacated by the City of Portland, in Portland, County of Cumberland, Maine, bounded and described as follows:

Beginning at a 1-inch iron pipe found on the easterly sideline of Cove Street marking the northwesterly corner of the Grantor as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308;

Thence, S 01°06'00" E, along Cove Street and said Grantor, 100.00 feet to a 5/8 inch rebar to be set;

Thence, S 88°00'00" W, thru Cove Street, 20.00 feet to a 5/8 inch rebar;

Thence, N 01°06'00"W, along the centerline of said Cove Street; 33.80 feet to a 5/8 inch rebar;

Thence, S88°54'00"E, thru Cove Street, 20.00 feet to a 5/8 inch rebar set on the easterly sideline of Anderson Street;

Thence, N 14°55'59" E, along Anderson Street, 68.87 feet to a 5/8 inch rebar set;

Thence, N 88°00'00" E, thru Cove Street, 20.98 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986.

All 5/8 inch rebar set are capped "OEST 1245."

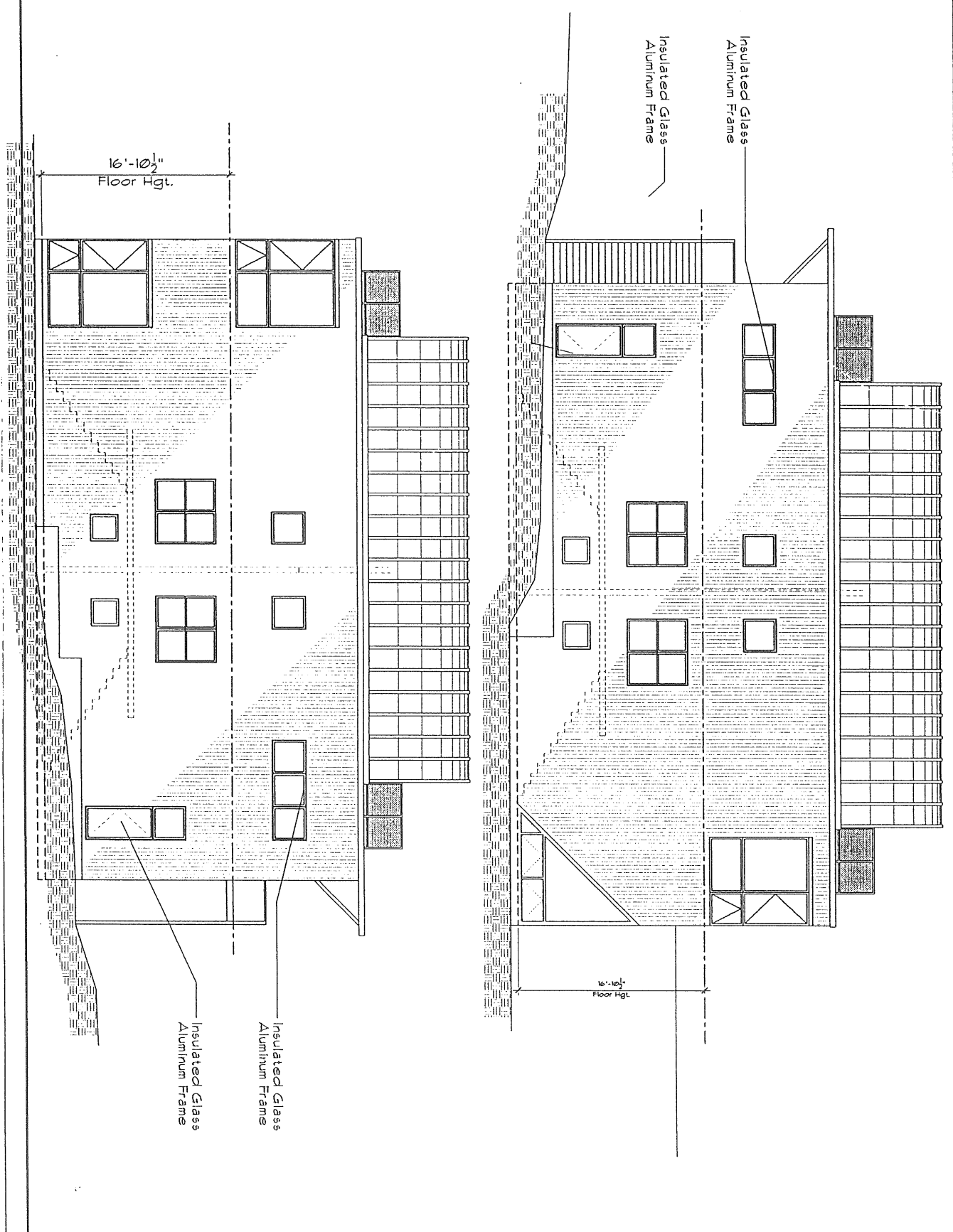
The above described parcel contains 2,694 square feet

The above described parcel is a portion of Cove Street as shown on plan entitled "Standard Boundary Survey--Existing Conditions Plan--Cove Street, Portland, Maine" dated November 16, 1995 by OEST Associates, Inc. of South Portland, Maine.

RECEIVED  
RECORDED REGISTRY OF DEEDS  
2900 MAR 17 PM 3:36  
CUMBERLAND COUNTY  
John B. O'Brien

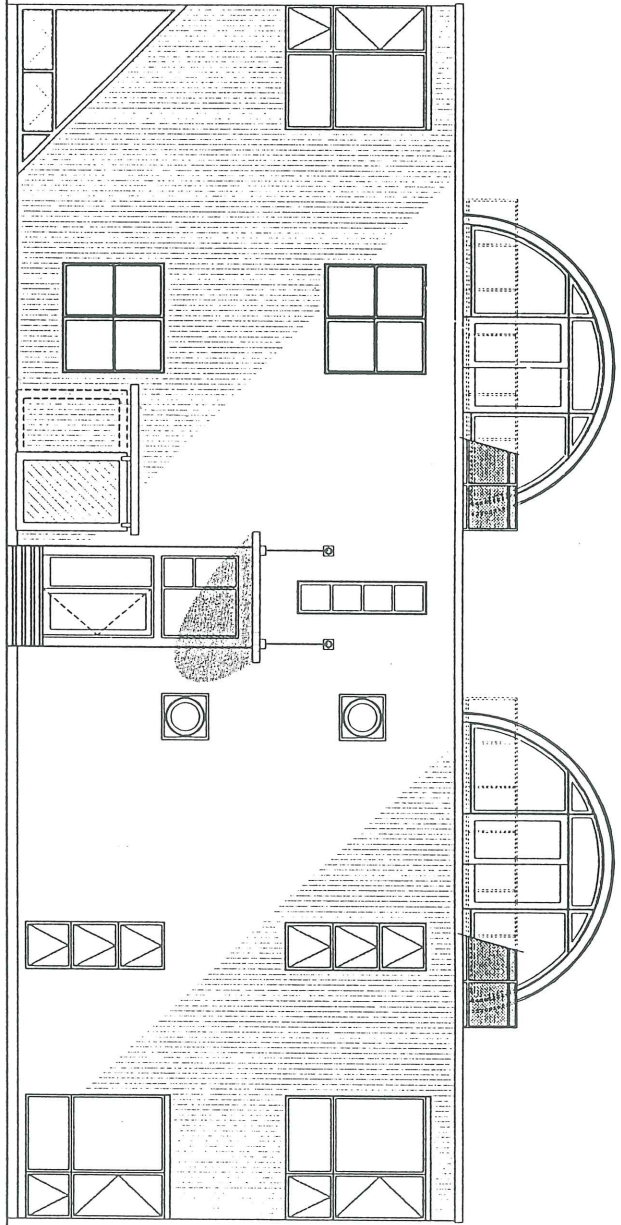
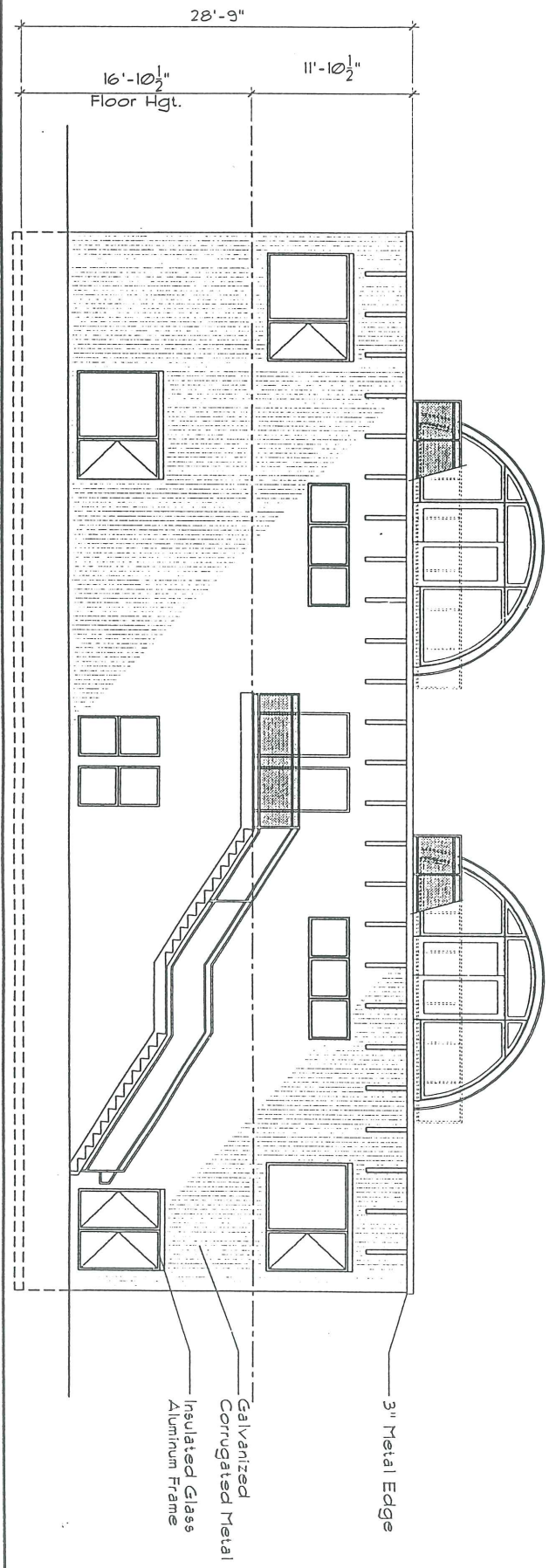


Att 6



A6	Scale: 1/8"=1'-0" March 23, 2001	<b>ARCHETYPE, P.A.</b> <b>ARCHITECTS</b> 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	<b>The Bass Artist Studios</b> Portland, Maine
		Elevations	

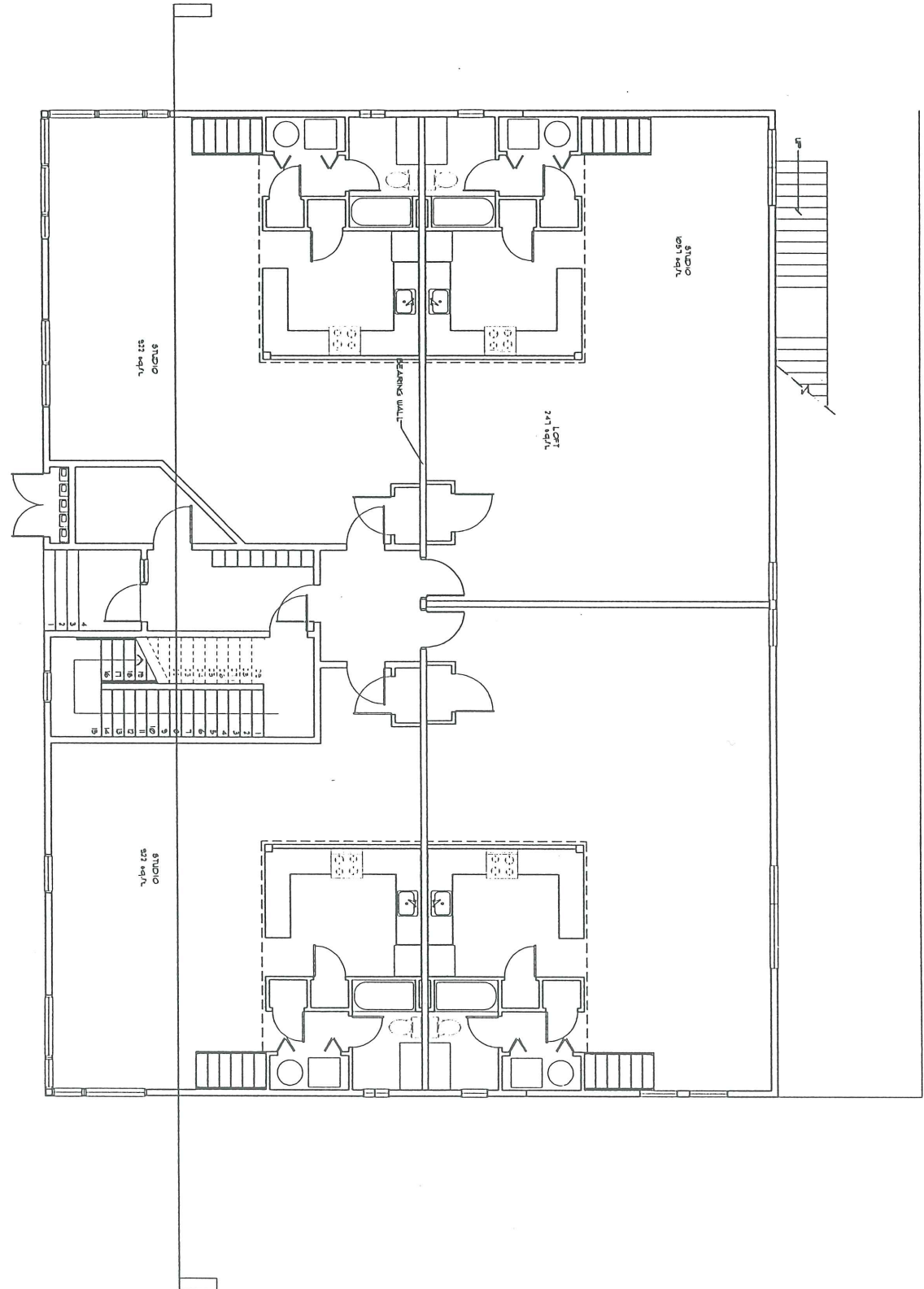
6a



<b>A5</b>	<b>ARCHETYPE, P.A.</b> <b>ARCHITECTS</b> 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	<b>The Bass Artist Studios</b> Portland, Maine  <b>Elevations</b>
	Scale: 1/8"=1'-0" March 23, 2001	

66

FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"



A1

Scale: 1/8"=1'-0"  
March 23, 2001

ARCHETYPE, P.A.  
ARCHITECTS

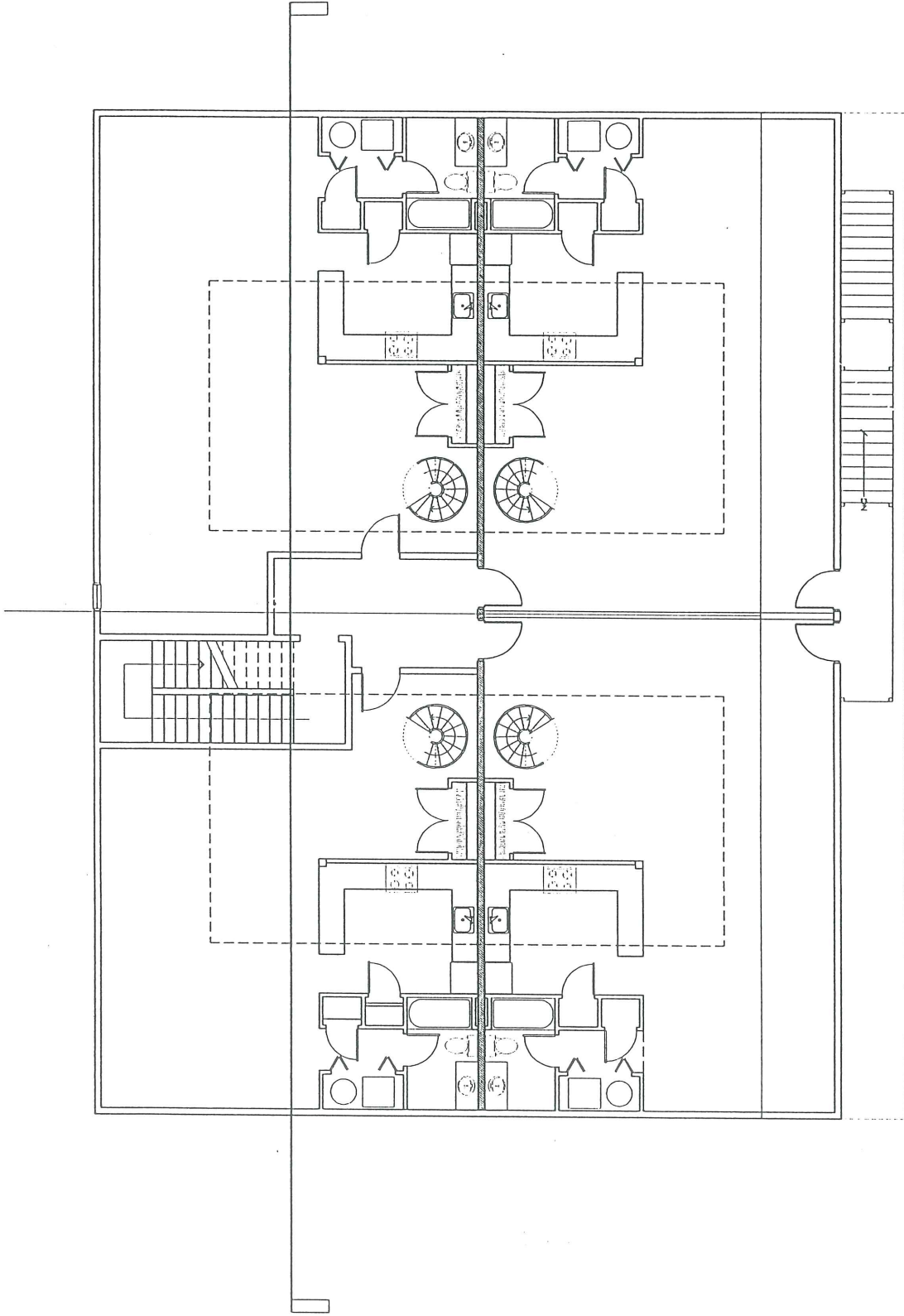
48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

The Bass Artist Studios  
Portland, Maine

1st Floor Plans

6c

FIRST FLOOR PLAN  
DATE 6-1-99



A3

Scale: 1/8"=1'-0"  
March 23, 2001

ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

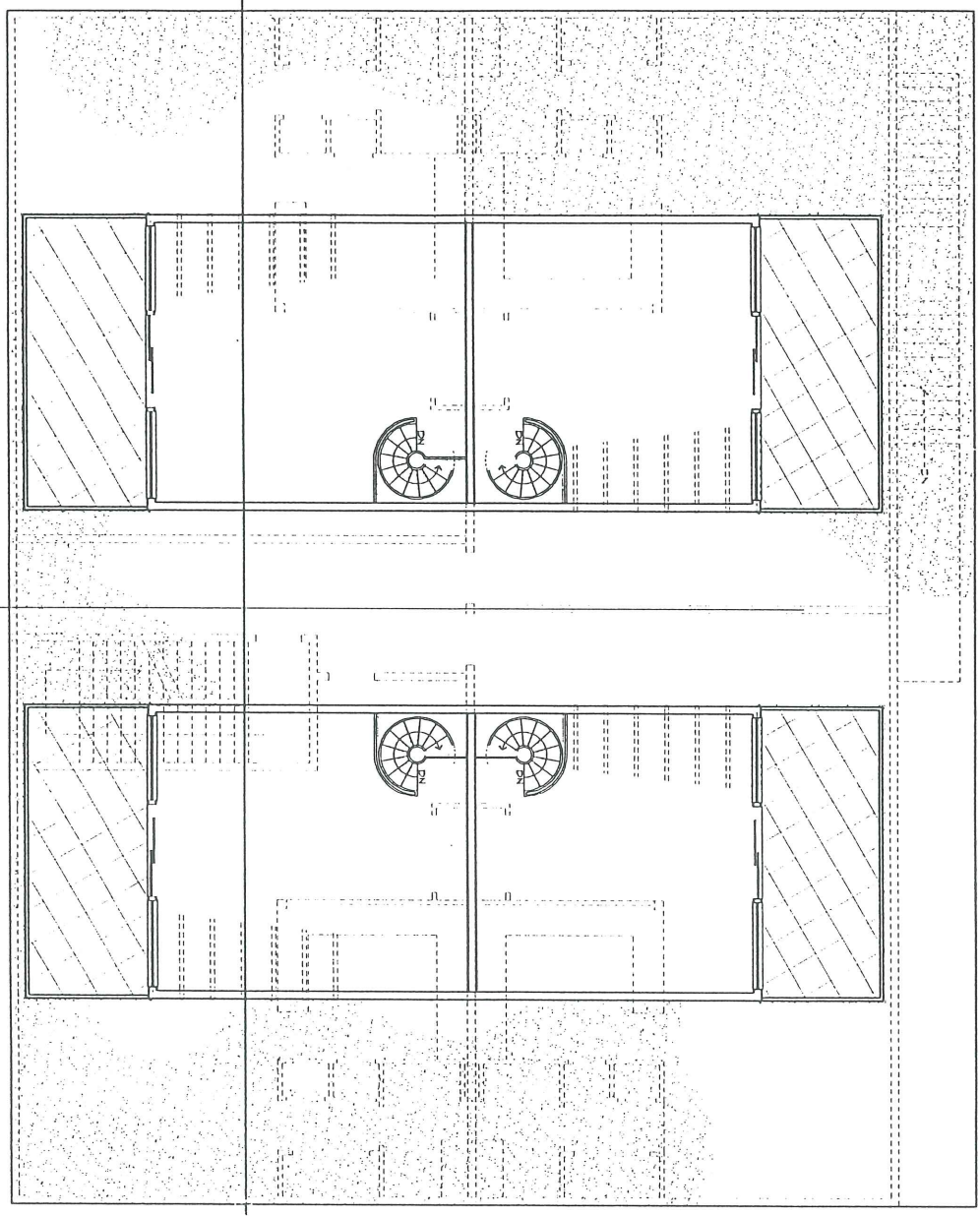
The Bass Artist Studios  
Portland, Maine

2nd Floor Plans



60d

FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"



Scale: 1/8"=1'-0"  
March 23, 2001

**ARCHETYPE, P.A.  
ARCHITECTS**

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

**The Bass Artist Studios**  
Portland, Maine

2nd Floor Lofts

Att. 7

UNDERGROUND  
ENGINEERING &  
ENVIRONMENTAL  
SOLUTIONS

Haley & Aldrich, Inc.  
500 SouthBorough Drive  
Suite 10  
South Portland, ME 04106-6935  
Tel: 207.772.5439  
Fax: 207.871.5999  
www.HaleyAldrich.com



11 May 2001  
File No. 27702-000

Random Orbit, LLC  
70 Merrill Street  
Portland, Maine 04101

Attention: Mr. Peter Bass

Subject: East Bayside Studios  
Artists' Studio and Residence  
Anderson Street  
Portland, Maine

Ladies and Gentlemen:

This report presents our evaluation of the subsurface conditions and foundation requirements for the proposed East Bayside Studios on Anderson Street in Portland, Maine. This work was undertaken in accordance with our proposal dated 3 May 2001.

**OFFICES**

- Boston  
*Massachusetts*
- Charles Town  
*West Virginia*
- Cleveland  
*Ohio*
- Denver  
*Colorado*
- Detroit  
*Michigan*
- Hartford  
*Connecticut*
- Los Angeles  
*California*
- Manchester  
*New Hampshire*
- Newark  
*New Jersey*
- Rochester  
*New York*
- San Diego  
*California*
- San Francisco  
*California*
- Washington  
*District of Columbia*

In summary, we recommend that the proposed building be founded on spread footings bearing on the existing fill, naturally deposited soil or on compacted structural fill placed after removal of unsuitable soil. In addition, a slab-on-grade may be used for the ground floor. Intensive surface compaction of the existing fill will be required prior to earthwork and foundation construction. Specific recommendations regarding foundation design and construction considerations are presented below.

**INTRODUCTION**

The proposed site is located at 145-147 Anderson Street in Portland, Maine. We understand that the project consists of a 2-story metal framed building with ground floor at approximately El. 14 and resident parking. The existing ground surface within the site varies from approximately El. 11 to El. 21. Within the building limits, ground surface varies from approximately El. 12 to El. 18.

**SUBSURFACE CONDITIONS**

On 10 April 2001, Northern Test Boring, Inc. (Northern) drilled three borings, B-1 to B-3, at the site under the observation of S.W. Cole Engineering, Inc. Northern drilled the borings at locations shown in Appendix A to depths below ground surface varying from 34.9 ft. to 50.0 ft. Logs of borings, prepared by S.W. Cole Engineering, Inc., are included in Appendix A.

AH. 7a

Random Orbit, LLC  
11 May 2001  
Page 2

Borings were drilled using hollow stem augers. Standard Penetration Resistance (N) was measured at each sample interval in the overburden soil in accordance with ASTM test designation D1586.

The exploration logs and related information depict subsurface conditions and water levels at their specific locations at the time of the exploration. Soil conditions at other locations may differ from conditions at these locations. Also, the passage of time may result in a change in groundwater conditions at the boring locations.

The borings encountered three principal soil units, fill, marine deposit and glacial till, at the site. The soil units are discussed below in order of increasing depth below ground surface.

**Fill** – Fill is described as loose to medium dense, dark brown to black silty SAND with various amounts of wood, organics, bricks, ash, and gravel. Encountered thickness ranged from 2.0 ft. to 7.5 ft.

**Marine Deposit** – The marine deposit consists of hard to medium stiff, gray to brown silty CLAY; to loose gray sandy SILT to silty SAND. The encountered thickness of clay varied from 6.0 ft. to 12.5 ft. The thickness of silt and sand varied from 10.0 ft. to 12.7 ft.

**Glacial Till** – Glacial till consists of medium dense to dense, gray gravelly SAND with silt. Encountered thickness ranged from 11.4 ft. to 20.0 ft.

The borings were drilled with hollow stem augers and samples of the silt and sand were recovered below the groundwater level. Therefore, the penetration resistance may have been affected by groundwater flow into the augers.

Water was reported in the borings at depths below ground surface varying from 4.5 ft. to 13.3 ft. Observations of water were made over a relatively short period of time and may not reflect the stabilized groundwater condition. In addition, groundwater levels will fluctuate with season, precipitation, temperature and construction activities in the area. Therefore, groundwater levels during and following construction may vary from that indicated in the explorations.

#### **ENGINEERING PROPERTIES OF THE CLAY STRATUM**

Shear strength of the clay was reported to vary from 500 psf to greater than 3,000 psf. Shear strengths of the clay were compared with correlations of strength with stress history and compressibility for similar clays in the area. The correlations indicate that the clay is overconsolidated, that is, the maximum previous stress of the deposit is greater than the existing overburden stress. It is likely that the clay became overconsolidated due to desiccation resulting from a lowering of the groundwater level for an extended time period at some time in the geologic past.



Att. 7b

Random Orbit, LLC  
11 May 2001  
Page 3

The stress-strain or compressibility characteristics of clay are highly dependent on their stress history. If the soil is stressed within the limits of the maximum previous stress, the strain (settlement) will be proportional to the recompression ratio of the clay. If the applied stress exceeds the maximum previous stress, the strain will also be proportional to the virgin compression ratio of the clay. The magnitude of the virgin compression ratio is often on the order of 10 times the recompression ratio.

## RECOMMENDATIONS FOR FOUNDATION DESIGN

### Recommended Foundation Type and Design Criteria

The fill in its present condition is not considered suitable for support of the building. Borings indicated that the fill consists primarily of silty SAND with various amounts of gravel, ash organics and wood. In our opinion, the fill will provide adequate support for the foundations provided the fill is compacted by Intensive Surface Compaction as described below. Therefore, it is our opinion that the building may be supported on the improved fill, naturally deposited, inorganic soil or on compacted structural fill placed after removal of unsuitable materials (fill containing wood and organics).

We recommend that for uniformity the footings be proportioned for an allowable bearing stress, in lbs. per sq. ft., equal to 1,000 multiplied by the least lateral dimension of the footing in feet, up to a maximum of 3,000 lbs. per sq. ft. All footings should be at least 2.0 ft. wide.

Exterior footings should be founded at least 4.5 ft. below the lowest adjacent ground surface exposed to freezing. Interior footings should be founded a minimum of 1.5 ft. below the ground floor slab.

Compacted structural fill supporting footings should extend laterally from the footings to at least the limits defined by 1 horizontal to 1 vertical lines sloped outward and downward from points located at least 2 ft. horizontally beyond the bottom edges of the footings.

In order to consider the impact of site filling and foundations bearing above the clay stratum, we performed a settlement analysis. Engineering evaluations were based on the anticipated consolidation of the clay stratum due to the combined stresses of the raise-in-grade and building loads.

Calculated total settlement is estimated on the order of 1.5 in. We estimate that approximately 30 percent (0.5 in.) of this settlement will occur prior to completion of construction due to site filling and sand seams in the clay. The subsequent post-construction settlement would be approximately 1.0 in. with differential settlement on the order of 0.75 in. We anticipate that settlement of this magnitude is acceptable. However, Structural Design Consultants should determine final acceptability of settlement. We have discussed anticipated



AH. 7C

settlement with them and we understand that they consider the settlement acceptable. Intensive surface compaction should be performed using a minimum 30,000 lb. vibratory roller operating at 30 cycles per sec. (Hz) and a forward speed of 1 to 2 ft. per sec. Compaction should consist of 10 coverages of the vibratory roller. The direction of each 2 successive coverages should be rotated perpendicular to the previous 2 coverages. Following intensive surface compaction, a minimum of 2 coverages of the roller should be applied without vibration to recompact the upper portion of the fill. Fill containing debris and wood and organics should be removed and replaced with structural fill prior to surface compaction. Any soft or unsuitable areas encountered should be excavated and replaced with compacted structural fill. A minimum of 6 in. of well-graded gravelly sand fill should be used directly below the floor slab.

#### **Ground Floor Slab**

We recommend that the lowest level floor slab be designed as an earth-supported slab-on-grade bearing on a minimum of 6 in. of compacted structural fill. All fill containing debris and wood and organics should be removed from within the building limits prior to placing fill. Intensive Surface Compaction should be performed before any raise-in-grade. All raises-in-grade below the building should be completed with compacted structural fill. Normal dampproofing and vapor barriers should be provided below the slabs.

#### **Seismic Design Considerations**

We recommend that the addition be designed in accordance with the seismic requirements of the latest edition of the BOCA National Building Code. The site coefficient,  $S$ , is 1.2; the effective peak velocity-related acceleration coefficient,  $A_v$ , is 0.1; the effective peak acceleration coefficient,  $A_a$ , is 0.1 and the subsurface soils are not liquefaction susceptible.

#### **Lateral Foundation Loads**

We recommend that lateral loads be resisted by bottom friction on the foundations. We recommend that a coefficient of friction equal to 0.35 be used for foundations bearing on soil.

#### **Backfill Materials**

Structural fill used below floor slabs and for backfill adjacent to foundations should consist of sandy gravel to gravelly sand. It should be free of organic material, loam, trash, snow, ice, frozen soil and other objectionable material, and should conform to the following gradation:

Att. 7D

Random Orbit, LLC  
11 May 2001  
Page 5

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
6 in.	100
No. 4	30 to 90
No. 40	10 to 50
No. 200	0 to 8

Compacted structural fill should be placed in layers not exceeding 8 in. in loose measure and compacted by self-propelled vibratory equipment at the approximate optimum moisture content to a dry density of at least 95 percent of the maximum dry density, as determined in accordance with ASTM Test Designation D1557. In confined areas, the maximum particle size should be reduced to 3 in. and the loose layer thickness should be reduced to 6 in. and compaction performed by hand-guided equipment.

Compacted structural fill on the outside of the foundation walls should extend laterally a minimum of 2 ft. from the wall. Backfill beyond this limit on the outside of the building may consist of common fill. The top 12-in. of fill on the exterior of the building should consist of low permeability material to minimize water infiltration next to the building. Grading should provide for runoff away from the building.

Common fill may consist of inorganic mineral soil that can be placed in layers not exceeding 12 in. in thickness and compacted with a minimum of two systematic passes of the equipment placing the fill.

## CONSTRUCTION CONSIDERATIONS

### General

The primary purpose of this section of the report is to comment on items related to excavation, earthwork and related geotechnical aspects of proposed construction. It is written primarily for the engineer having responsibility for preparation of plans and specifications. Since it identifies potential construction problems related to foundations and earthwork, it will also aid personnel who monitor the construction activity.

### Excavation, Lateral Support and Control of Water

We anticipate that foundation excavation can be accomplished with sloped open excavation below the floor slab and through the overburden soils, provided safe side slopes can be maintained. Some sloughing and raveling should be anticipated in temporary slopes. Temporary excavations should be made in accordance with all OSHA and other applicable regulatory agency requirements.

We anticipate that groundwater may be encountered during excavation for footings. If encountered, open pumping from sumps can likely control groundwater. In general, the

Att. 7e

Random Orbit, LLC  
11 May 2001  
Page 6

contractor should control groundwater and water from other sources by methods that prevent disturbance of adjacent soils and allow construction in-the-dry.

#### **Construction Monitoring**

The foundation recommendations contained herein are based on the known and predictable behavior of a properly engineered and constructed foundation. Monitoring of the foundation construction is required to enable the geotechnical engineer to keep in contact with procedures and techniques used in construction. Therefore, we recommend that a person qualified by training and experience be present to provide monitoring at the site during excavation of bearing surfaces and placement of compacted structural fill. Haley & Aldrich is available to provide these services.

#### **Subgrade Preparation**

The subgrade soil is susceptible to disturbance from construction traffic. Equipment and personnel should not be permitted to travel across exposed footing bearing surfaces or exposed slab subgrades. Any subgrade areas that are disturbed should be recompacted or excavated and replaced with compacted structural fill prior to placing of concrete. Subgrades should be protected against freezing temperatures if exposed during construction. Final excavation to subgrade should be performed using equipment with smooth-edge buckets.

#### **LIMITATIONS OF RECOMMENDATIONS**

This report has been prepared for specific application to the subject project in accordance with generally accepted geotechnical engineering practices. In the event that any changes in the nature, design or location of the addition is planned, the conclusions and recommendations contained in this report should not be considered valid, unless the changes are reviewed and the conclusions of this report modified or verified in writing.

The recommendations presented herein are based in part on the data obtained from the referenced borings. The nature and extent of variations between the explorations may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.

We request that we be provided the opportunity for a general review of final design and specifications in order to determine that our earthwork and foundation recommendations have been interpreted and implemented in the design and specifications as they were intended.



AH. 7f

Random Orbit, LLC  
11 May 2001  
Page 6

### **Construction Monitoring**

The foundation recommendations contained herein are based on the known and predictable behavior of a properly engineered and constructed foundation. Monitoring of the foundation construction is required to enable the geotechnical engineer to keep in contact with procedures and techniques used in construction. Therefore, we recommend that a person qualified by training and experience be present to provide monitoring at the site during excavation of bearing surfaces and placement of compacted structural fill. Haley & Aldrich is available to provide these services.

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We request that we be provided the opportunity for a general review of final design and specifications in order to determine that our earthwork and foundation recommendations have been interpreted and implemented in the design and specifications as they were intended.

AH. 7g

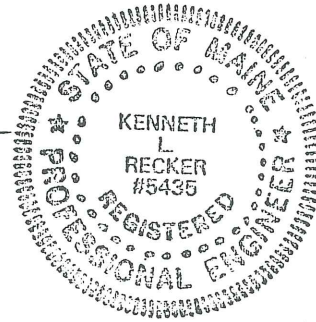
Random Orbit, LLC  
11 May 2001  
Page 7

It has been a pleasure to work with you on this project. Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely yours,  
HALEY & ALDRICH, INC.



Kenneth L. Recker, P.E.  
Vice President



Enclosures:  
Appendix A - Logs of Borings

KLR:G\PROJECTS\ACTIVE\27702\FNDREPORT.DOC

**From:** "Steve Bushey" <SBushey@DelucaHoffman.com>  
**To:** "Kandi Talbot (E-mail)" <KCOTE@ci.portland.me.us>  
**Date:** Tue, Jun 5, 2001 9:21 AM  
**Subject:** 145 Anderson Street

AH. 8

Kandi,

I have reviewed the Site plan by Random Orbit for 145 Anderson Street. The plan is generally acceptable, however there is no provisions for erosion control on the plan.

I recommend the plan be revised to show the appropriately located silt fencing and a construction entrance. These measures should be installed to prevent erosion and release of mud and sediment onto the street or adjacent property. When dewatering open excavations the contractor should be required to discharge into a settling basin or a manufactured device such as a Dirtbag. The open discharge of dewatering water should not go into the street of the City's system without treatment or the approval of the Public Works Dept.

The approval should also include specific conditions regarding the implementation of the Geotechnical recommendations. The removal of unsuitable materials and replacement of unsuitable materials should be observed by the DRC or Code Enforcement dept. prior to the completion of other surface restoration measures.

Is any landscaping required?

The applicant should provide evidence of temporary construction easements for work on the adjacent properties for grading etc.

The Public Works Dept. should sign off on the sewer connection and any increased runoff to the combined sewer system in Anderson Street.

If you have any questions please call.

Steve Bushey, Technical reviewer

Att. 9

**From:** Anthony Lombardo  
**To:** Sarah Hopkins  
**Date:** Thu, Jun 7, 2001 9:23 AM  
**Subject:** 145 Anderson ST.

Sarah,

I've reviewed the recent submittal and offer the following comments:

1. Applicant should be made aware of the associated fees related to excavation within the Public right of way and connection into City sewer. They should contact Carol Merritt for the respective fees.
2. A note should appear on the plan that indicates that the contractor must contact Public Works when making the sanitary connection into the 48" Dia Brick sewer in Anderson St. In addition, a note should be specified that the connection into the sanitary main shall be "core drilled" so that the integrity of the City's brick sewer is not compromised.
3. The applicant must supply a plan specifying all of the "construction details" specific to work within the Public right of way, such as new sidewalk, curb installation, pipe trenching in the street, sewer connection, etc.

Att. 10

Department of Public Works

William J. Bray  
Director



**CITY OF PORTLAND**

13 June 2001

Mr. Peter Bass,  
Random Orbit, LLC,  
70 Merrill Street,  
Portland, Maine 04101

**RE: The Capacity to Handle Wastewater Flows,  
From 145 Anderson Street, Site of a Proposed  
Eight One-Bedroom Unit Residential Building.**

Dear Mr. Bass:

The forty-eight inch diameter brick sewer pipe, located in Anderson Street has adequate capacity to transport the anticipated wastewater flows of 1440 GPD, from your proposed one bedroom, eight-unit residential building. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of 1440 GPD, from your proposed one bedroom, eight-unit residential building.

**Anticipated Wastewater Flows from the Residential Building**

Proposed Eight Unit Residential Building @ 180 GPD/Unit	= 1440 GPD
<b>Total Proposed Increase in Wastewater Flows for this Project</b>	<b>= 1440 GPD</b>

If I can be of further assistance, please call me at 874-8832.

Sincerely,  
CITY OF PORTLAND

*Frank Brancely*  
Frank J. Brancely, BA, MA  
Senior Engineering Technician

FJB

- CC: Alexander Q. Jaegerman, Acting Co-Director, Department of Planning, & Urban Development, City of Portland  
 ✓ Kandice S. Talbot, Planner, Dept. of Planning, & Urban Development, City of Portland  
 Katherine A. Staples, PE, Engineering Manager, City of Portland  
 Bradley A. Roland, PE, Environmental Projects Engineer, City of Portland  
 Anthony W. Lombardo, PE, Project Engineer, City of Portland  
 Stephen K. Harris, Assistant Engineer, City of Portland  
 Desk File

O:\Engshare\FJB\Capacity Letters  
C:\Frank's\Capacity Letters





# Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

Att. 11

(207) 774-5961  
FAX (207) 761-8307  
www.pwd.org

May 25, 2001

Peter Bass  
Random Orbit LLC  
70 Merrill St.  
Portland, Me. 04101

Re: 8 unit bldg. Anderson St.

Dear Peter,

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed 8 unit building near the intersection of Anderson and Cove Streets. Checking District records, I find there are 8" water main in Anderson and Cove Street between Anderson and Fox Streets has a 6" water main and an 8" water main from Anderson going towards Marginal Way. A map of the area is enclosed with main sizes noted.

The current data from the nearest hydrant indicates there should be adequate capacity of water to serve the needs of your proposed project..

Hydrant Location: Anderson St. @Cove St.  
Hydrant # 474  
Static pressure = 96 PSI  
Flow = 1274 GPM  
Last Tested = 8/26/91

If the district can be of further assistance in this matter, please let us know.

Sincerely,  
Portland Water District

Jim Pandiscio  
Means Coordinator

AH. 11a



AH. 12

LICENSE AGREEMENT

AGREEMENT made this \_\_\_\_ day of July, 2001, between RANDOM ORBIT, LLC, by and through its manager, PETER L. BASS of 70 Merrill Street, Portland, Maine (hereinafter referred to as "Random Orbit"), and PORTLAND HOUSING AUTHORITY and PORTLAND HOUSING DEVELOPMENT CORPORATION, of 14 Baxter Boulevard, Portland, Maine (hereinafter collectively referred to as "Portland Housing").

WHEREAS, Random Orbit intends to construct East Bayside Studios at 145 Anderson Street, Portland, Maine as further outlined in submissions to the City of Portland Planning Board; and

WHEREAS, construction of the proposed building and associated landscaping may require some temporary entry onto the adjacent properties for purposes of grading, landscaping work, and other construction tasks; and

WHEREAS, Portland Housing Authority owns the property immediately north of the Random Orbit site, designated as Map 12, Lot B-3, and Portland Housing Development Corporation owns the property immediately south of the Random Orbit site, designated as Map 12, Lot B-9, hereinafter collectively referred to as "Portland Housing Property";

The parties hereto agree, warrant, and covenant as follows:

1. Temporary Irrevocable License. Portland Housing hereby grants Random Orbit, its contractors, subcontractors, and agents a temporary, irrevocable license for the duration of the construction period for East Bayside Studios to enter upon the undeveloped portions of the Portland Housing Property, from time to time, as is necessary to facilitate the construction work on the Random Orbit site. Entry may be made on foot and by vehicle, including but not limited to trucks, bobcats, earth-moving equipment and similar construction vehicles.

2. Condition of Property Subject to License Random Orbit will seek to minimize its entry onto the Portland Housing Property to only those portions of the sites which are reasonably necessary to facilitate construction on the Random Orbit site, and Random Orbit shall not disturb any structures or improvements on the Property. Similarly, Random Orbit agrees to return any portions of the Portland Housing Property which are disturbed to their pre-construction condition or to a better condition upon completion of construction on the Random Orbit site. Disturbed areas shall be graded to be compatible with the drainage patterns



AH. 12a

on the Random Orbit site and with the remainder of the Portland Housing Property, and shall be loaned and seeded.

3. Authority. Portland Housing's obligations hereunder are subject to formal ratification of this Agreement by Seller's governing boards. Executive Director/President Peter Howe shall seek ratification of this Agreement within 30 days of the effective date hereof, and shall notify Random Orbit of action taken by the governing boards as soon as possible.

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

RANDOM ORBIT, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
By Peter L. Bass, its Manager

PORTLAND HOUSING AUTHORITY and  
PORTLAND HOUSING DEVELOPMENT  
CORPORATION

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Peter A. Howe, Executive Director/President



Att. 13

Random Orbit LLC  
Developer of:

East Bayside Studios  
145-147 Anderson St.

Neighborhood Meeting Sign In  
7/2/2001 7:00

Name:

Address:

Edward J Green

23 FOX ST.

Patricia Flynn

9 Gould St.

John F. Watter

41 FOX ST.

AH. 13a

Random Orbit LLC  
Developer of:

East Bayside Studios  
145-147 Anderson St.

Neighborhood Meeting Minutes  
7/2/2001 7:00

The meeting was attended by Edward Green, Patricia Flynn and John Nutter. Because of the small turnout the nature of the meeting was very casual. The comments from the attendees were very favorable towards the project. The following topics were discussed with the attendees:

1. The developer discussed the reasons for the choice of the site and its problems, resolution of some site problems with the zone change and the zone change itself. Also discussed was the impact of the building on the site and what the finished site will look like.
2. An overview of the building was given-number of units, nature of their use, floor plan and elevations.

Att. 15

**From:** Jeff Tarling  
**To:** Kandi Talbot  
**Date:** Fri, Jul 6, 2001 1:53 PM  
**Subject:** East Bayside Studios

Kandi,

The proposed East Bayside Studios should have at least 2 street-trees along Anderson Street, they can be within the street right-of-way or setback onto the applicants property. The proposed building site plan should include some type of landscaping or 'foundation-plantings'. I would be willing to meet with the applicant to discuss trees and landscape recommendations. Many of the existing older commercial building in the area have no or minimal trees or landscaping. It would be beneficial to the neighborhood to have even the most basic landscape treatment of adding shrubs and trees to the proposed site plan.

Jeff Tarling  
City Arborist

DEFECT GUARANTEE  
with the City of Portland

Developer's Tax Identification Number: 01-0542403

Developer's Name and Mailing Address: RANDOM ORBIT LLC

70 MERRILL ST.

PORTLAND, ME 04101

City Account Number: <sup>1</sup> 710-0000-229.40-02

Treasurer's Report of Receipts Number: <sup>1</sup> 37413

Project Job Number: <sup>1</sup> 2001-0092  
(from Site Plan Application form)

Application of RANDOM ORBIT, LLC [applicant] for  
EAST BAYSIDE CONDOMINIUMS [insert street/project name] at  
145 ANDERSON ST. [address], Portland, Maine.

The City of Portland (hereinafter the "City") will hold the sum of \$ 2126.00 [amount of performance guarantee] on behalf of RANDOM ORBIT, LLC [applicant] in a non-interest bearing account established with the City. This account shall represent the estimated cost to correct defects in the workmanship and the durability of all materials used in the construction of improvements and to complete any unfinished improvements as required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65. It is intended to satisfy the Applicant's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a defect guarantee for the above referenced development.

The City, through its Director of Planning and Development and in his sole discretion, may draw against this Escrow Account in the event that:

the Developer has not corrected, satisfactorily, any defects in work or unfinished improvements as noted above by JULY 31, 2003 [date: 1 year from the date of issuance, but in no event between October 30 and April 15]; or

The City of Portland may draw on this guarantee, at its option, either thirty days prior to the expiration date contained herein, or s/he may draw against this escrow for a period not to exceed ninety (90) days after the expiration of this commitment; provided that the Applicant will give



the City written notice, by certified mail (restricted delivery to Duane Kline, Director of Finance, City of Portland, 389 Congress Street, Room 110, Portland, Maine) of the expiration of this escrow within sixty (60) days prior thereto. Otherwise, drafts may be submitted by the City of Portland no later than ninety (90) days following such notice, whenever given. Provided, however, that the City shall notify the Applicant of its intention to call on the guarantee and to retain the monies posted as guarantee. The City shall provide the Applicant thirty (30) days from the date of such notice in which to complete the noted improvements.

Seen and Agreed to: [Applicant]


By:   
PETER BASS, MANAGER, RANDOM ORBIT LLC.

Attach Letter of Approval and Estimated Cost of Improvements to this form.


---

#### Distribution

1. This information will be completed by Planning Staff.
2. The account number can be obtained by calling Paul Colpitts, ext. 8665.
3. The Agreement will be executed with one original and one copy.
4. The original and copy, each signed by the Developer, will be delivered to the Finance Office, together with a copy of the Report of Receipts form.
5. The Director of Finance will sign the copies, retain the original for their files and deliver the other signed copy to the Planning Office.
6. The Planning Office will keep one copy for their files and the original signed copy will be mailed to the Developer.

  
Assoc Corp Council  
8/1/02

TO: Inspections

FROM: Jay Reynolds, Development Review Coordinator 

DATE: April 5, 2002

RE: C. of O. for # 145 Anderson Street  
Lead CBL (012-B-005) ID# (2001-0092)

---

After visiting # 145 Anderson Street, I have the following comments:

1. Final Paving/Striping Incomplete.
2. Final Grading Incomplete. \*\*Drainage from the northerly side of the building needs to be channeled better so that it flows toward Anderson Street.
3. Loam and Seed Incomplete.
4. Landscaping incomplete.
5. Curb and Sidewalk incomplete.

Due to the time of year, it is not possible to complete these items. I would estimate that these items could be completed by **July 1, 2002**. Once these items are addressed and re-inspected, then a permanent Certificate of Occupancy can be issued.

**At this time, I recommend issuing a temporary Certificate of Occupancy.**

Please contact me if you have any questions or comments.  
Thank You.

Cc: Sarah Hopkins, Development Review Services Manager  
Mike Nugent, Inspection Services Manager  
file

File: O:\drc\145anderson1.doc

Murphy

# Fax Transmission Cover Sheet

Date: 4/26/2002

To: Alex Jaegerman

From: PETER BASS  
RANDOM ORBIT LLC/ VEGA PROPERTY SERVICES  
70 Merrill St.  
Portland, Me 04101  
Telephone and Fax # (207)772-6005  
E-mail ~~pb~~@maine.rr.com  
pbass

RE:

TRASH pick-up at Condos

You should receive 3 page(s), including this cover sheet. If you do not receive all the pages please call (207)772-6005

Random Orbit, LLC  
70 Merrill Street  
Portland, Maine 04101  
772-6005

Alex Jaegerman  
Planning Department  
City of Portland

Dear Alex,

I thought it would be good to get my ideas to you in writing concerning trash pick up at condos. I would like to address my situation at East Bayside Studios -145 Anderson St and the bigger picture that trash will not be collected at condominiums.

During the site review process, whenever asked about trash removal I made it clear that household trash would be generated and that I expected the city to be picking it up. That assumption was never challenged and I was never required to add provisions for a dumpster to my site plan. Quite honestly, there is no place for one on this small city site. I complied with all site requirements brought to my attention by the planning staff and planning board but find it hard to comply after approvals with regulations that may have been overlooked. Because of this I request that an exception be made and that the city pick up trash at this location

Having advocated for myself, I would also like give you my thoughts on the ordinance itself. After speaking with Troy Moon it is my impression that the basic reason that the city won't pick up trash at condominiums is that many of the projects are built on private nonconforming roads that may not be able to accommodate trash removal trucks. This makes sense. However, since whenever this ordinance was written the nature of condo development and the needs of the city have changed and have been well identified. It is my impression that the planning department, to its credit, is working towards two important goals. First, to slow down the sprawl that eats up public services by encouraging infill projects and the redevelopment of Bayside. Second, to increase the stock of affordable housing in the city both owned and rented. Not picking up trash at condo conversions and infill condo projects that are built on existing city road frontage is contrary to these goals.



This puts an extra expense on condo owners that makes affordable housing less affordable. It also puts an extra burden on small urban infill lots by requiring the space for dumpsters and access for trucks. Added to parking requirements this could make many lots unusable. In terms of cost of services this makes no sense. It costs much more for a city truck to travel to North Deering to collect trash at each individual house of a new subdivision than to collect from a condominium on a city street with trash in one location. This encourages sprawl and discourages new affordable development in the city center.

Should the taxes of a single family homeowner buy more services than a condominium owner? Certainly taxes aren't reduced for condo owners not getting this service. This city service should be based on use of the property not type of ownership. Since this ordinance was enacted the city has changed to a pay per bag system of collection. We are paying above and beyond taxes to have our trash hauled. Denying a pay for use service to condominium owners makes even less sense. Requiring private trash pick up also discourages recycling.

I feel that to help reach city goals of containing sprawl, encouraging affordable housing and increasing recycling this ordinance needs to be changed. Infill condominium developments on existing city street frontage should have city trash pick up. I would encourage you to take the lead to make this change. If not, I will and would hope to have you as an ally. It is the small details that make a cohesive means to reach your great goals for Portland.

I look forward to talking to you soon.

Yours truly,



Peter Bass

# CITY OF PORTLAND, MAINE

## PLANNING BOARD

August 14, 2001

Mr. Peter Bass  
Random Orbit, LLC  
70 Merrill Street  
Portland, ME 04101

Jaimey Caron, Chair  
Deborah Krichels, Vice Chair  
Kenneth M. Cole III  
Cyrus Y. Hagge  
Erin Rodriguez  
Mark Malone  
Orlando E. Delogu

RE: East Bayside Studios, 145 Anderson Street (ID #2001-0092, CBL #12-N-3)

Dear Mr. Bass:

On July 10, 2001, the Portland Planning Board voted 4-0 (Hagge, Krichels, and Malone absent) to approve your application for an 8-unit condominium development located at 145 Anderson Street. The Board found that the application met the standards of the Subdivision and Site Plan ordinance of the Land Use Code.

The approval was granted for the project with the following conditions:

### Subdivision

- i. that construction details, such as new sidewalk, curb installation, pipe trenching, sewer connection, silt fence installation, catch basin sediment filter installation, temporary construction entrance, etc. be submitted.

### Site Plan

- i. that the applicant revise the site plan to include two (2) street trees along Anderson Street and provide foundation plantings around the building. The proposed landscaping shall be reviewed and approved by the City Arborist.

The approval is based on the submitted site plan and the findings related to subdivision and site plan review standards as contained in Planning Report #29-01, which is attached.

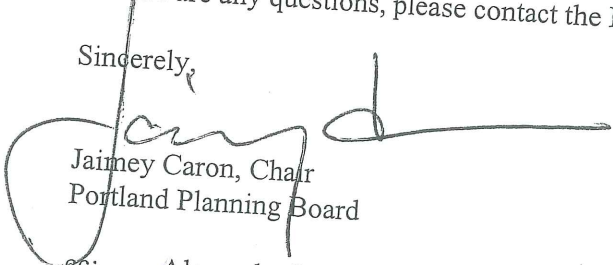
Please note the following provisions and requirements for all site plan approvals:

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.
2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.

3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,

  
Jaimey Caron, Chair  
Portland Planning Board

cc: ✓ Alexander Jaegerman, Chief Planner  
✓ Kandice Talbot, Planner  
P. Samuel Hoffses, Building Inspector  
Marge Schmuckal, Zoning Administrator  
Tony Lombardo, Project Engineer  
Development Review Coordinator  
William Bray, Director of Public Works  
Nancy Knauber, Associate Engineer  
Jeff Tarling, City Arborist  
Charlie Lane, Associate Corporation Counsel  
Lt. Gaylen McDougall, Fire Prevention  
Inspection Department  
Lee Urban, Director of Economic Development  
Don Hall, Appraiser, Assessor's Office  
Susan Doughty, Assessor's Office  
Approval Letter File

**City of Portland, Maine**  
IN THE CITY COUNCIL

Order 211  
Tab 18 3-5-01

**AMENDMENT TO ZONING MAP**  
**RE: R-6 TO B-1 REZONING AREA OF COVE AND ANDERSON STREETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE**  
**IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, be and hereby is amended by adopting the map change amendment shown on attachment 1a hereto.

Note:

The caption of this Order, indicating a Zoning Map Amendment from R6 to B1, was a scrivener's error. The map 1a attached to the order clearly depicts the zone change officially adopted by the City Council was from an R6 and B1 zone to a **B5 zone**.

A TRUE COPY

ATTEST:

*Linda C. Cohen*  
Linda C. Cohen, CMC, City Clerk  
Portland, Maine

DATE

10/19/01



R3

Att. 1a

Order 211  
3/5/01

5

R3

R6

NORTH

Coye St.

B1

ILB

Anderson Street

R-6/B-1 Area  
to B-5

B2

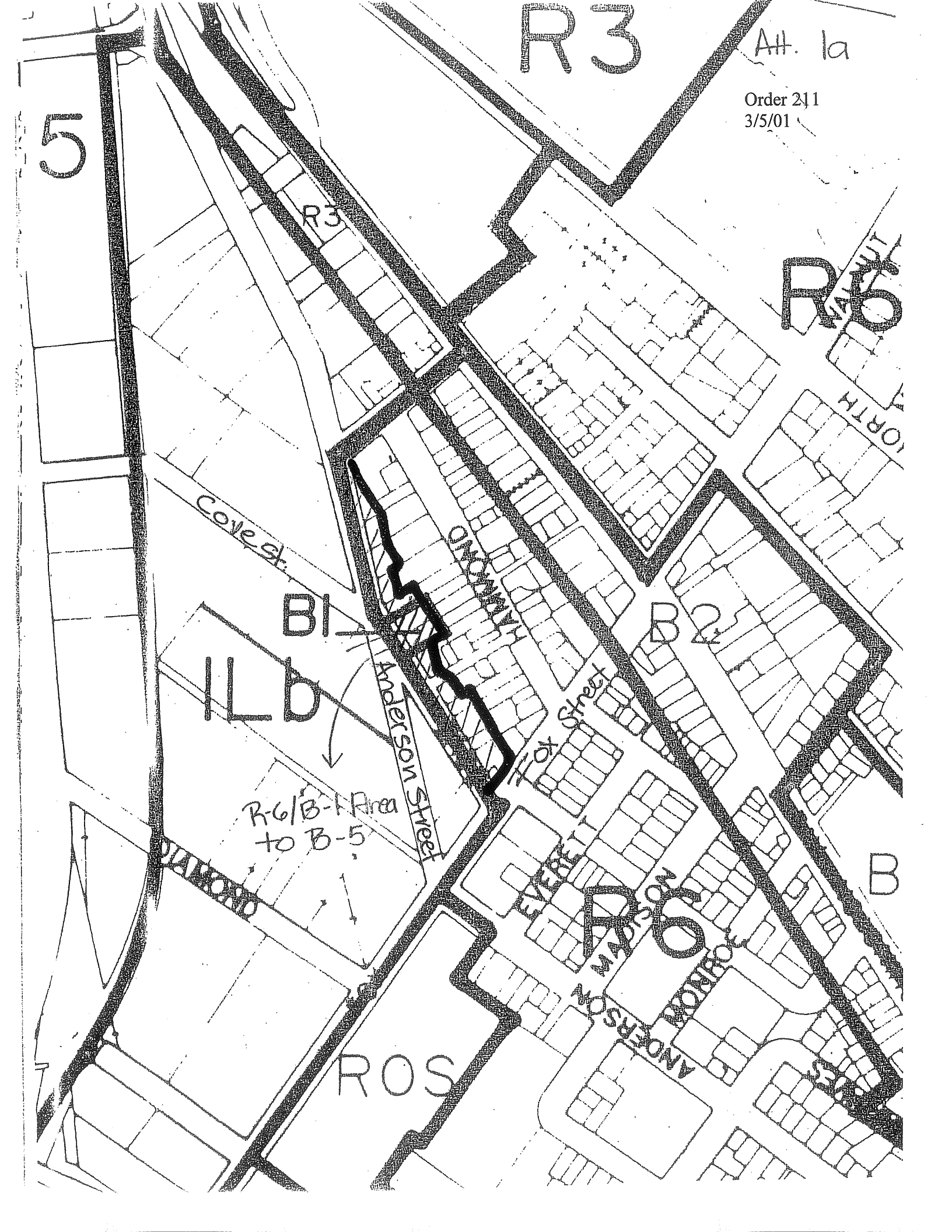
Box Street

B

ROS

ANDERSON  
MADISON  
EVERETT

ANDERSON  
MADISON  
EVERETT



R3

Att. 1

Order 211  
3/5/01

5

R3

R3

Cove. St.

Anderson Street

B1 site

ILB

Anderson Street

B2

Box Street

DIAMOND

EVERETT

ANDERSON

ANDERSON

B

ROS

SE

**CITY OF PORTLAND, MAINE  
CITY COUNCIL AGENDA REQUEST FORM**

**TO:** Sonia Bean, Senior Executive Secretary  
Elizabeth Boynton, Associate Corporation Counsel

**FROM:** Alexander Jaegerman, Chief Planner

**DATE:** February 20, 2001

**SUBJECT:** Rezoning from B-1/R-6 to B-5 in the Vicinity of Anderson Street

- 1) Council Meeting at which action is requested (Date): First Reading: March 5, 2001  
Public Hearing: March 19, 2001
- 2) Can action be taken at a later date?  YES  NO

Public Notice is scheduled to appear in the Portland Press Herald on March 5, 6, 12, and 13, 2001 and posted in the City Clerk's Office on March 5, 2001 and 200 notices sent to area property owners.

**I. SUMMARY OF ISSUE**

Peter Bass, Vega Property Services is requesting a zone change for the property located at 145 Anderson Street to allow live/work space aimed primarily at artists.

**II. REASON FOR SUBMISSION (What issue/problem will this address?)**

The applicant is proposing to develop eight units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 10,500 sq. ft. The property is zoned B-1. The B-1 zone does not allow combined living/working spaces for artists.

**III. INTENDED RESULT (How does it resolve the issue/problem?)**

To allow combined living/working spaces for artists.

**IV. FINANCIAL IMPACT**

There are no known financial impacts to the City.

**V. STAFF ANALYSIS & RECOMMENDATION**

The Planning Board held a public hearing on February 13, 2001, at which time the Board voted unanimously (6-0 Cole absent) to recommend that the property located at 145 Anderson Street be rezoned from B-1 to B-5. The Planning Board also recommended that surrounding properties located along Anderson and Cove Streets, between Gould Street and Fox Street be rezoned from R-6 to B-5. The Planning Board Report is included as Attachment A.

Attachments:

- A. Planning Board Report #7-01

Att. A

**PLANNING BOARD REPORT #9-01**

**ZONE CHANGE REQUEST**

**B-1 NEIGHBORHOOD BUSINESS AND R-6 RESIDENTIAL  
TO  
B-5 URBAN COMMERCIAL MIXED USE ZONE**

**3 TO 25 COVE STREET AND 145 TO 175 ANDERSON STREET**

Submitted to:

City Council  
Portland, Maine

February 21, 2001



## **I. INTRODUCTION**

Peter Bass, Vega Property Services is requesting a zone change for the property located at 145 Anderson Street to allow live/work space aimed primarily at artists. The current zoning of the site is B-1 Neighborhood Business. The B-1 zone does not allow combined living/working spaces for artists. The applicant's submittal is included as Attachment 4.

In 1994, this parcel was rezoned from R-6 to B-1 to permit the construction and operation of a lunch counter restaurant. The restaurant was never built. This parcel is shown on Attachment 1.

At the January 9th Planning Board workshop meeting, the Planning Board decided to advertise the additional properties along Anderson and Cove Street between Gould Street and Fox Street for rezoning from R-6 to B-5, as shown on Attachment 1a. In 1994, this area was rezoned from R-6 to B-1 by the City Council, however, the change was never made to the zoning map, so at this time the zoning remains R-6 for these properties.

## **II. FINDINGS**

Current Zoning:	R-6 Residential/B-1 Neighborhood Business
Proposed Zoning:	B-5 Urban Commercial Mixed Use Zone
Existing Use:	Vacant
Proposed Use:	Eight units of live/work space for artists
Size of Site:	10,500 sq. ft.

## **III. EXISTING USES**

The area bisected by Cove and Anderson Streets is zoned R-6 and I-Lb Low Impact Industrial and, similar to other areas in the East Bayside neighborhood, contains a mixture of industrial, commercial and residential uses. The closest residential use is a multi-family building located directly adjacent to the Bass parcel to the north. The strongest residential presence is located to the south of Fox Street in Kennedy Park and to the east along Hammond Street. There is a distinct separation between the more industrial uses of Cove and Anderson Streets and the residences of Hammond Street. This separation is created by a sharp change in topography. It is this topographical difference, rather than the zone boundary, which defines and delineates the change from residential to commercial/industrial uses.

The industrial/commercial uses in the vicinity include the Portland Housing Authority maintenance facility, screen-printing, valve services, hardware consultants, and Emerson Apparatus.

The vicinity map, included as Attachment 2 denotes the various uses in the area.

## **IV. DEVELOPMENT PLAN**

The applicant is proposing to develop eight units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 10,500 sq. ft. The units would range from 1,000 sq. ft. to 1,130 sq. ft. on two floors with a total of about 9,000 sq. ft. The applicant is proposing eight parking spaces for the project. Proposed elevations are included as Attachment 4m.

The site is constricted by a couple of items. The front of the site consists of a portion of Cove Street, which was vacated in 1995. This portion of the site contains a Portland Water District right-of-way because of a water line and structures are not allowed in this area. The rear of the property is restricted by a sharp topographical change. Therefore, the applicant is proposing the building in the center of the site, with the proposed parking in the front.

## V. ZONING POLICY ANALYSIS

As mentioned previously, the site is zoned B-1 Neighborhood Business. The applicant would like to provide combined live/work spaces for artists.

The City's Comprehensive Plan encourages combined live/work spaces for artists. The *Downtown Vision Plan*, adopted in 1991, contains the following policy for Portland's Arts and Cultural community:

*"Support the cultural community by retaining and expanding performance and exhibition space, housing, studio space, and office/support space for artists, institutions, and organizations."*

The *Portland's Arts District Plan*, which was adopted in 1996, also encourages live/work spaces for artists. Recommendation III.20 states:

*"City agencies and the Arts District Interim Group should provide technical and financial support for initial pilot projects to create ownership opportunities for artists' living and working space in the Arts District."*

The *Portland's Arts District Plan* then goes on to state in Recommendation III.21:

*"A longer-term plan for the development of artists' living and working space should be completed by PACA based on the experience gained through the development of local pilot projects."*

The *Celebrating Community: A Cultural Plan for Portland, Maine*, was adopted in 1998 by the City Council. To achieve the mission and based on the principles of *Celebrating Community*, *Celebrating Community* has 7 goals. Goal 4 states:

*"Encourage and safeguard artists' continuing presence in the community."*

The Ideas for Action of Goal 4 states:

*"Encourage and develop live/work and work spaces for artists, controlled by artists."*

The purpose of the B-5 zone is:

*“To provide zones in areas of the peninsula near the central business district where a mixture of uses, including marine, industrial, commercial, and residential, is encouraged. The B-5 and B-5b zones are characterized by larger undeveloped lots with greater potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings.”*

Combined living/working spaces, including but not limited to artist residences with studio space is a permitted use in the B-5 zone. This area contains a variety of different uses as mentioned earlier in the memo. There are no setback requirements in the B-5 zone. No off-street parking is required in the B-5 zone, so the proposed eight parking spaces would be adequate.

The only concern is that if this project did not go forward, a more high intensity use would be allowed on this site. The B-5 zone was intended for larger, undeveloped lots; this lot is small, and surrounded by intensively developed lots.

### **III. PLANNING BOARD RECOMMENDATION**

A public hearing was held by the Planning Board on February 13, 2001, at which time the Board voted unanimously (6-0 Cole absent) to recommend the approval of the proposed B-5 rezoning of the properties along Anderson and Cove Streets between Gould Street and Fox Street as shown on Attachment 1a.

#### Attachments:

1. Zoning Map
2. Vicinity Map
3. Zone Change Application
4. Applicant's Submittal
5. Plan

R3

Att. 1

5

R3

R5

Cove St.

B1

Site

Anderson Street

DIAMOND

B2

Fox Street

ILB

DIAMOND

B

ROS

EVERETT

ANDERSON

MONROE

MONROE

ST



R3

Att. 1a

5

R3

R3

Cove St.

B1

ILD

ONCOWAY

B2

Anderson Street

Fox Street

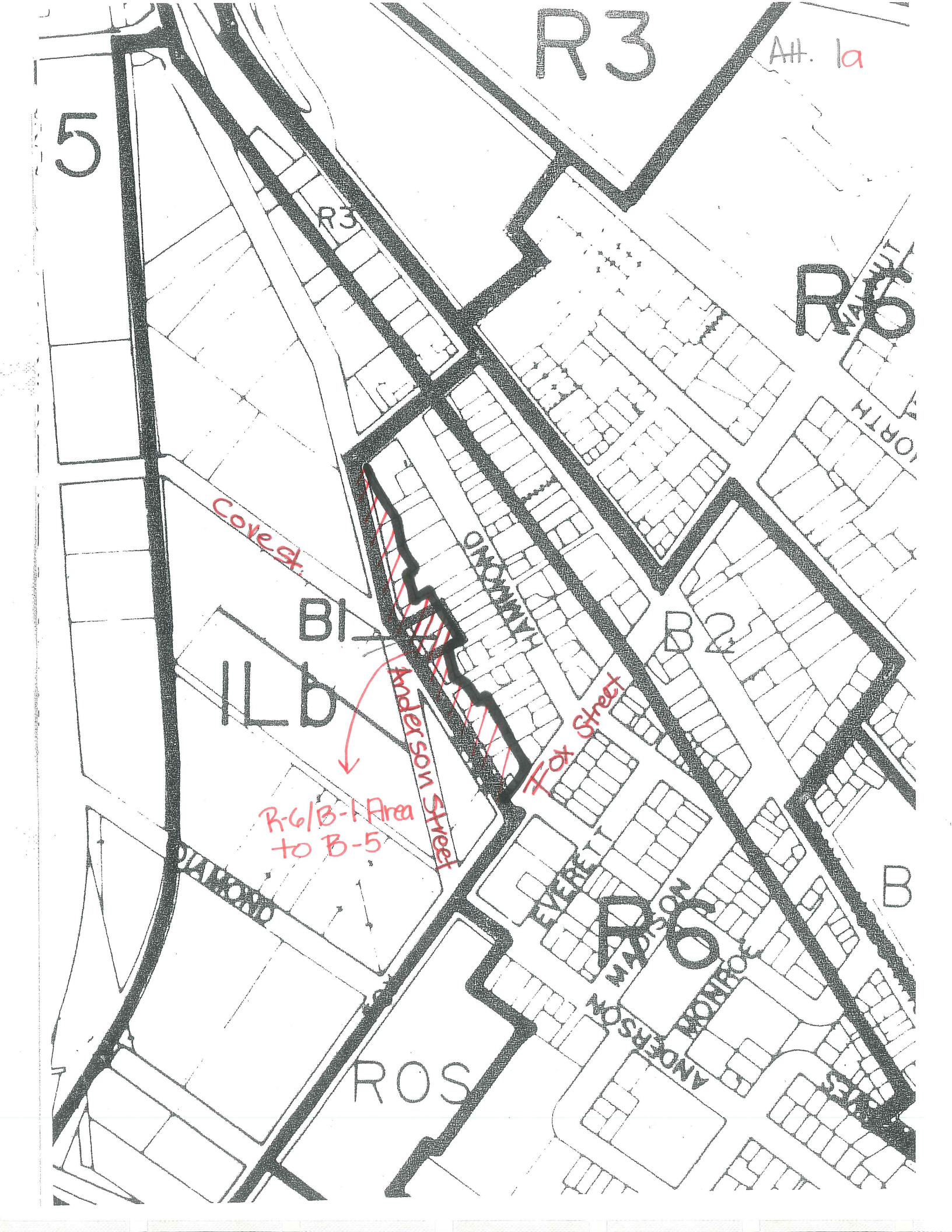
R-6/B-1 Area  
to B-5

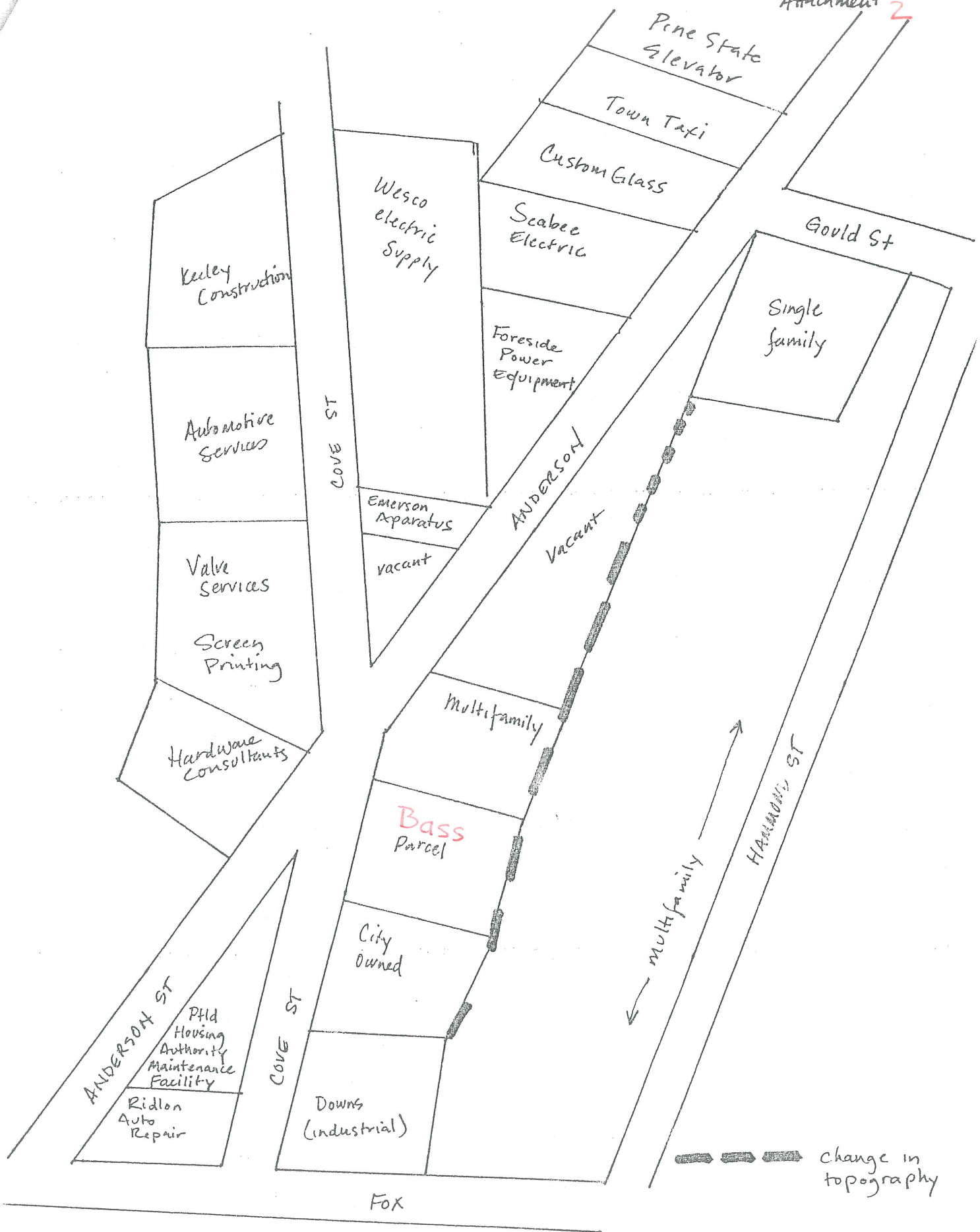
R0S

B

ANDERSON  
ANDERSON  
ANDERSON

SE







APPLICATION FOR ZONING AMENDMENT  
 City of Portland, Maine  
 Department of Planning and Urban Development  
 Portland Planning Board

Att. 3

1. Applicant Information:

PETER BASS  
 Name

70 MERRILL ST  
 Address

PORTLAND 04101

772-6005 772-6005  
 Phone Fax

2. Subject Property:

145-147 Anderson St.  
 Address

12 B 5,7,18  
 Assessor's Reference (Chart-Block-Lot)

3. Property Owner:  Applicant  Other

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Phone Fax

4. Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

OWNER

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

Existing Use:

Describe the existing use of the subject property: Vacant lot

7. Current Zoning Designation(s): B1

8. Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

I propose to build 9 units of artist live/work space. I plan to have some on site parking. The building will have 3 stories with a total of 12,000 - 13,000 square feet.

9. Sketch Plan: On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. Proposed Zoning: Please check all that apply:

A.  Zoning Map Amendment, from B1 to B5

B.  Zoning Text Amendment to Section 14-\_\_\_\_\_

For Zoning Text Amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example), and language to be added is depicted with underline (example).

OR C.  Conditional or Contract Zone that solves parking issues

A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan and compatible with the surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)



11. Application Fee: A fee for this application for a zoning amendment must be submitted, by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Public Hearing Notice as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

3b

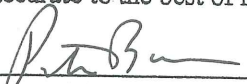
	<u>1-25 Units</u>	<u>26-50 Units</u>	<u>51-75 Units</u>	<u>75 &amp; Over</u>
Residential Zones	\$350.00	\$400.00	\$450.00	\$500.00
Nonresidential Zones	\$350.00	\$400.00	\$450.00	\$500.00
	0-15,000 sq. ft. or 0-5 acres (whichever is less)	15,000-30,000 sq. ft. or 6-10 acres (whichever is less)	30,000-45,000 sq. ft. or 10-15 acres (whichever is less)	45,000-60,000 sq. ft. or 15-20 acres (whichever is less)

- Legal Advertisements (one for workshop and one for public hearing) percent of total bill
- Notices (one for workshop and one for public hearing) 40 cents each
- Text Amendments \$300.00

\_\_\_\_\_ Amount of Fee

12. Signature: The above information is true and accurate to the best of my knowledge.

11/13/2000  
Date of Filing

  
Signature of Applicant

**Further Information:**

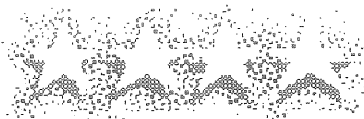
Please contact the Planning Office for further information regarding the rezoning process. Applicants are encouraged to make an appointment to discuss their rezoning requests before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the rezoning application which can provide additional background or context information, and describe the proposed rezoning and reasons for the request in a manner that best suits the situation.

In the event of withdrawal of the zoning amendment application by the applicant in writing prior to the submission of the advertisement copy to the newspaper to announce the public hearing, a refund of two-thirds of the amount of the zone change fee will be made to the applicant by the City of Portland.

Portland Planning Board  
Portland, Maine

Effective: July 6, 1998



VEGA

PROPERTY SERVICES

Att. 4  
70 MERRILL STREET  
PORTLAND, ME 04101  
207/772-6005  
207/839-3824

12/26/2000

To Portland Planning Staff;

I am proposing to develop eight units of live/work space aimed primarily at artists, on a lot of approximately 11,500 square feet of currently vacant land at 145-147 Anderson St. My initial concept is to have units from 1000-1130 square feet on two floors, with a total of about 9,000 square feet. I propose some parking at the front of the lot on the vacated area of Cove St. I have negotiated with the Portland Housing to buy a small amount of land as indicated on the drawing, to straighten the boundary line and therefore make setbacks easier.

The current zoning of this parcel is B1. It was changed not long ago from R6 by the previous owner to accommodate a restaurant. Most of this side of Anderson St. is zoned R6 although the existing uses more closely resemble the IL zoning on the opposite side of the street. There is one residential use next to my parcel, a 6 unit owned by the Portland Housing Authority. This area is mixed use and clearly transitional from residential to commercial/light industrial.

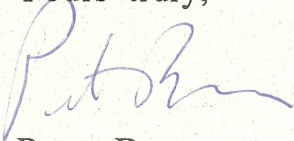
This parcel has some problems fulfilling some B1/R6 requirements for parking and setbacks. The front of the lot is vacated Cove St. This has a Portland Water District right of way because of a water line and is therefore unbuildable. This condition and the slope of the lot won't allow me to move the building forward to the front and have parking at the rear. I also do not have enough space to park 2 cars per unit. I will need to park as many cars as possible in front of the building. Parking at the front of the building, although not an ideal, is consistent with the neighborhood since nearly all of the light industrial buildings have at least some if not all of their parking in

front of the building. There are two significant trees on the left side of the property that would be worth making an effort to save. This could be accomplished by rotating the building slightly and therefore intruding on R-6 setback dimensions.

I am requesting a zone change to B5 or a contract zone that would resolve these issues for my parcel and land acquired from Portland Housing Authority. I feel that this is an appropriate change since B5 is a mixed use zone that appears to encourage artist live/work studio space yet has no off street parking requirements or side and rear yard setbacks. Also, the areas currently designated as B5 seem to have the same transitional mixed uses as this area of Anderson St. The B5 zone is also within close proximity to this site.

I feel that with this zone change I can successfully develop artist work/live spaces, a goal described in the city's planning documents, without disturbing an existing neighborhood and by fitting in with the existing mixed use.

Yours truly,



Peter Bass



# MAP 12

SHEET 10-C

4b

SHEET 23-A

SHEET 23-A





WARRANTY DEED  
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, that WHALEN L. GUIMOND II, also known as Whalen Guimond, and CATHERINE E. GUIMOND, both of Portland, County of Cumberland, State of Maine, being husband and wife, for consideration paid, grant to PETER L. BASS of Gorham, County of Cumberland, State of Maine, whose mailing address is 70 Merrill Street, Portland, Maine 04101, with **warranty covenants** the land in Portland, County of Cumberland, State of Maine, described as follows:

Three certain lots or parcels of land with any buildings thereon situated on or near the easterly side of Anderson Street, in said Portland, Maine, and bounded and described as follows:

**Parcel One:** A certain lot or parcel of real estate situated in Portland in the County of Cumberland and State of Maine and more particularly described as, viz: "Land on the East side of West Cove St., Nos. 31-33, Portland, Maine, City Assessors' Plan 12, Block B, Lot 7, Area 4100 sq. ft.", as further described in a deed to Nellie Roberts dated September 30, 1912 recorded in the Cumberland County Registry of Deeds in Book 902, Page 73, as more specifically described below.

**Parcel Two:** A certain parcel of land, situated in Portland, Cumberland County, Maine, containing about four thousand (4000) square feet of land, and bounded and described as follows, viz: Beginning at the southerly corner of lot formerly of one Joseph Nelson, conveyed to said Nelson by deed of Max Robinson and Rudolph E. Brill by deed dated July 24, 1912, and recorded in the Cumberland County Registry of Deeds, Book 855, Page 309; thence running easterly on the southerly side line of said Nelson land eighty-three (83) feet more or less to a fence; thence southerly along said fence forty-five (45) feet more or less to the lot conveyed by Carmela C. Rossetti to Nellie Roberts; thence westerly along said Roberts lot to the easterly side line of Cove Street eighty-two feet, more or less; thence northerly along said Cove Street forty-five (45) feet more or less to the point of beginning, as more specifically described below.

Said Parcel One and the adjacent Parcel Two are further specifically described as a single combined parcel as follows, based on the "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510, with this more specific description to supplement and be substituted for the above descriptions for Parcel One and Parcel Two, and

to be controlling in the case of any discrepancy:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, along land now or formerly of the City of Portland described as Tax Map 12, Lot B-9, 45.00 feet to a 5/8 inch rebar set; thence, N 14°08'07" E, continuing along said land of the City of Portland, 10.00 feet to a 5/8 inch rebar set; thence, N 78°48'34" E, continuing along said land of the City of Portland, 34.00 feet to a 5/8 inch rebar set; thence, N 00°10'34" E, 85.01 feet to a point which is S 09°42'02" W 4.61 feet of a 5/8 rebar found capped "Titcomb 1273"; thence, from the point described S 88°00'00" W, along land now or formerly of Portland Housing Authority as described in a deed recorded in said Registry in Book 11268, Page 308, 83.00 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 7,765 square feet.

Parcels One and Two herein being the same parcels conveyed to the Grantors herein as the second and third parcels in a deed from Judith Redmond Arbuckle dated March 17, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8687, Page 88.

**Parcel Three:** A certain parcel of land situated in Portland, County of Cumberland and State of Maine and consisting of a portion of the now discontinued Cove Street, bounded and described as follows:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, S 88°00'00" W,



4e

through Cove Street, 20.00 feet to a 5/8 inch rebar set; thence, N 01°06'00" W, along the centerline of said Cove Street, 33.80 feet to a 5/8 inch rebar set; thence, S 88°54'00" W, through Cove Street, 20.00 feet to a 5/8 inch rebar set on the easterly sideline of Anderson Street; thence, N 14°55'59" E, along Anderson Street, 68.87 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, through Cove Street, 20.98 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 2,694 square feet.

Being a portion of the discontinued Cove Street as shown on plan entitled "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510. Reference is made to the Order of Discontinuance by the City of Portland dated August 7, 1995, an attested copy of which is recorded in the Cumberland County registry of Deeds in Book 12303, Page 241, a Municipal Quitclaim Deed from the City of Portland to the Grantors herein dated February 17, 2000 and recorded in said Registry in Book 15330, Page 146, and a deed from Portland Housing Authority to Grantor Whalen Guimond dated January 17, 1996 and recorded in said Registry in Book 12315, Page 121. Grantors herein intend to convey and hereby do convey to Grantee herein all interest acquired by either or both of them by virtue of the above referenced deeds.

This conveyance of Parcel Three is made SUBJECT TO a public easement retained in the Order of Discontinuance, an attested copy of which is recorded in said Registry in Book 12303, Page 241, and SUBJECT TO an easement granted by Grantors herein to Portland Water District by deed dated February 2, 1996 and recorded in said Registry in Book 123812, Page 57, a corrective and confirming deed dated February 18, 2000, recorded in said Registry in Book 15330, Page 143, and a corrective and confirming deed of even or near even date herewith, to be recorded in said Registry.

WITNESS our hands and seals this 17<sup>th</sup> day of the month of March, 2000.

4f

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Barbara A. Vestal

Whalen L. Guimond II

Whalen L. Guimond II  
a/k/a Whalen Guimond

to both

Catherine E. Guimond

Catherine E. Guimond

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Whalen L. Guimond II and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara A. Vestal

Attorney at Law/~~Notary Public~~

Printed name: BARBARA A. VESTAL

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Catherine E. Guimond and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara A. Vestal

Attorney at Law/~~Notary Public~~

RECEIVED  
RECORDED REGISTRY OF DEEDS Printed name: Barbara A. Vestal

2000 MAR 17 PM 3: 37

Page four of four

CUMBERLAND COUNTY

John B O'Brien



WAIVER AND RELEASE OF CONTINGENCY

WHEREAS, the City of Portland, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "CITY") and Portland Housing Development Corporation of 14 Baxter Boulevard, City of Portland, County of Cumberland, Maine (hereinafter referred to as "Purchaser"), entered into a Purchase and Sale Agreement dated June 5, 1996 affecting property in the area of 11-21 and 25-29 Cove Street, which property is more particularly described as tax map and lots 12-C-1 and 12-B-9 (hereinafter the "property"); and

WHEREAS, Paragraph 6(d) of said Purchase and Sale Agreement states that the Agreement is subject to the contingency that "[t]he property shall not be used for residential development"; and

WHEREAS, no restriction precluding the property's use for residential development was placed in the deed from CITY to Purchaser, which was recorded in Cumberland County Registry of Deeds in Book 12639, Page 206, at the time of sale; and

WHEREAS, the CITY no longer desires or intends to restrict the property from being used for residential development and, in fact, as a matter of policy is now encouraging residential development in that portion of the City;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the CITY, intending to be legally bound, clarifies that to the extent the limitation of said Paragraph 6(d) of said Purchase and Sale Agreement had any continuing effect after closing, it now hereby waives and releases the contingency that the property shall not be used for residential development. The Purchaser, its successors and assigns, are no longer prohibited from using the property for residential development by virtue of any provision contained in the Purchase and Sale Agreement dated June 5, 1996.

CITY OF PORTLAND

Sonia S. Bean  
Witness

By: Robert B. Ganley  
Robert B. Ganley  
City Manager

4h

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 8<sup>th</sup> day of December, 2000, between PETER L. BASS of 70 Merrill Street, Portland, Maine (hereinafter referred to as "Buyer"), and PORTLAND HOUSING AUTHORITY and PORTLAND HOUSING DEVELOPMENT CORPORATION, of 14 Baxter Boulevard, Portland, Maine (hereinafter collectively referred to as "Seller").

The parties hereto agree, warrant, and covenant as follows:

1. Purchase and Sale. The Seller agrees to sell and the Buyer agrees to buy the following described real estate situated in the City of Portland, County of Cumberland, and State of Maine, to wit:

Two certain lots or parcels of land, with no buildings thereon situated adjacent to 145-147 Anderson Street, Portland, Maine, which are northerly of the line formed by extension of the southerly sideline of 145-147 Anderson Street (holding the same course of S 88°00'00" W) easterly to the rear boundary line of property now or formerly of Margaret Donatelli (Book 10944, Page 208) and westerly to the easterly sideline of Anderson Street (as illustrated on the attached diagram).

2. Purchase Price. The total purchase price for the premises shall be \$2,000 and shall be paid by the Buyer as follows: \$100 as earnest money and in part payment on account of the purchase price in the form of a personal check upon execution of this Agreement, and the balance of \$1,900 to be paid in cash or by certified check or bank check at closing.

3. Deed to the Premises. The Seller agrees to deliver a duly executed good and sufficient Quitclaim Deed with Covenant in accordance with Maine practice conveying the premises to Buyer. Buyer, at Buyer's expense, shall prepare the Quitclaim Deed for execution by Seller, and Buyer shall pay Seller's share of transfer taxes. The premises shall be conveyed subject to easements of record and subject to existing building, land use and zoning laws.

4. Closing. Transfer of title and possession to the premises shall occur on or before that date which is 15 days after Buyer notifies Seller that it has satisfied the contingencies contained in Paragraph 12, but if those contingencies have not been satisfied by July 1, 2001, Seller may, at its option, terminate this contract.

5. Contingency for Title to Premises. Buyer's obligation to purchase hereunder is contingent upon the title to



4i

the premises being good, marketable title free and clear of all encumbrances and encroachments except as specified in Paragraph 3 above. Provided, however, that if the condition of the title deviates from this, then, at Buyer's option, the time for closing may be extended for a period of thirty (30) days and Seller shall use reasonable efforts to remove any defects in title or to make the premises conform to the provisions hereof. If Seller is not able to remedy title within this time period, Buyer may terminate this Agreement and receive a return of his earnest money deposit or opt to accept such title as Seller can deliver, without any reduction in the purchase price.

6. Seller's Default. In the event the Seller fails to consummate the sale of property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in the Seller to terminate the transaction contemplated by this Agreement, and Buyer shall have fully performed all of his obligations under this Agreement, Buyer, at his option, may elect to declare this Agreement null and void, Buyer shall be refunded the full deposit paid hereunder, and Buyer and Seller shall be fully discharged and relieved from the terms and obligations of this Agreement.

7. Buyer's Default. In the event Buyer fails to consummate the purchase of the property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, and Seller shall have fully performed all of his obligations under this Agreement, Seller shall retain the deposit as liquidated damages, which retention by Seller of the deposit shall not be as a penalty, and all obligations of the parties to one another shall cease and this Agreement shall be null and void.

8. Prorations. Real estate taxes for the tax year of closing shall be prorated as of the time of transfer of title, based upon a fiscal year for the City of Portland.

9. General Conditions. The following general conditions shall affect this Agreement:

a. Casualty. The risk of loss or damage to said premises by fire or otherwise until transfer of title hereunder is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated.

4j

b. Brokerage. Buyer and Seller stipulate that no real estate broker has been involved in this transaction and no brokerage fee is due to any entity.

c. Entire Agreement. This is the entire Agreement between the parties, covering everything agreed upon or understood in this transaction. There are no oral or prior written promises, conditions, representations, agreements, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereto or in effect between the parties. No change or addition may be made to this Agreement except by written agreement executed by the parties hereto. Captions are included for convenience of reference only.

d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of the personal representatives, successors, administrators, and assigns of the parties hereto.

e. Time of the Essence. Buyer and Seller covenant and agree that time is of the essence in this Agreement.

10. Seller's Acceptance. Seller shall have until December 12, 2000 at 5:00 p.m. to accept this offer and execute this Agreement. If Seller does not accept the offer by that date, the earnest money deposit shall promptly be returned to Buyer.

11. Contingencies. Seller's obligation to perform pursuant to this Agreement is contingent upon the following:

a. Buyer, at its expense, securing from the City of Portland a waiver or release from the contingency contained in the Purchase and Sale Agreement between the City of Portland and Portland Housing Development Corporation dated June 5, 1996 affecting the property contained in Tax Map 12, Lot B-9 stating that "The property shall not be used for residential development", to the extent, if any, that it would otherwise be applicable. The release shall state that the City is waiving any right to object to its use for residential development by virtue of that Purchase and Sale Agreement.

b. Buyer, at its expense, obtaining approvals from the City of Portland upon terms and conditions acceptable to



4k

Buyer to develop the premises at 145-147 Anderson Street and all adjacent property under the same ownership for an 8 or more unit structure containing live/work space aimed primarily at artists.

12. Authority. Seller's obligations hereunder are also subject to formal ratification of this Agreement by Seller's governing boards. Executive Director/President Peter Howe shall seek ratification of this Agreement within 30 days of the effective date hereof, and shall notify Buyer of action taken by the governing boards as soon as possible.

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

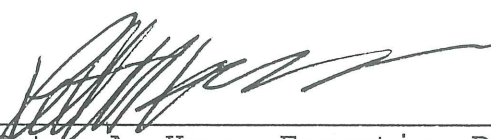
BUYER:

11/29/2000  
Date

  
Peter L. Bass

SELLER:  
PORTLAND HOUSING AUTHORITY and  
PORTLAND HOUSING DEVELOPMENT  
CORPORATION

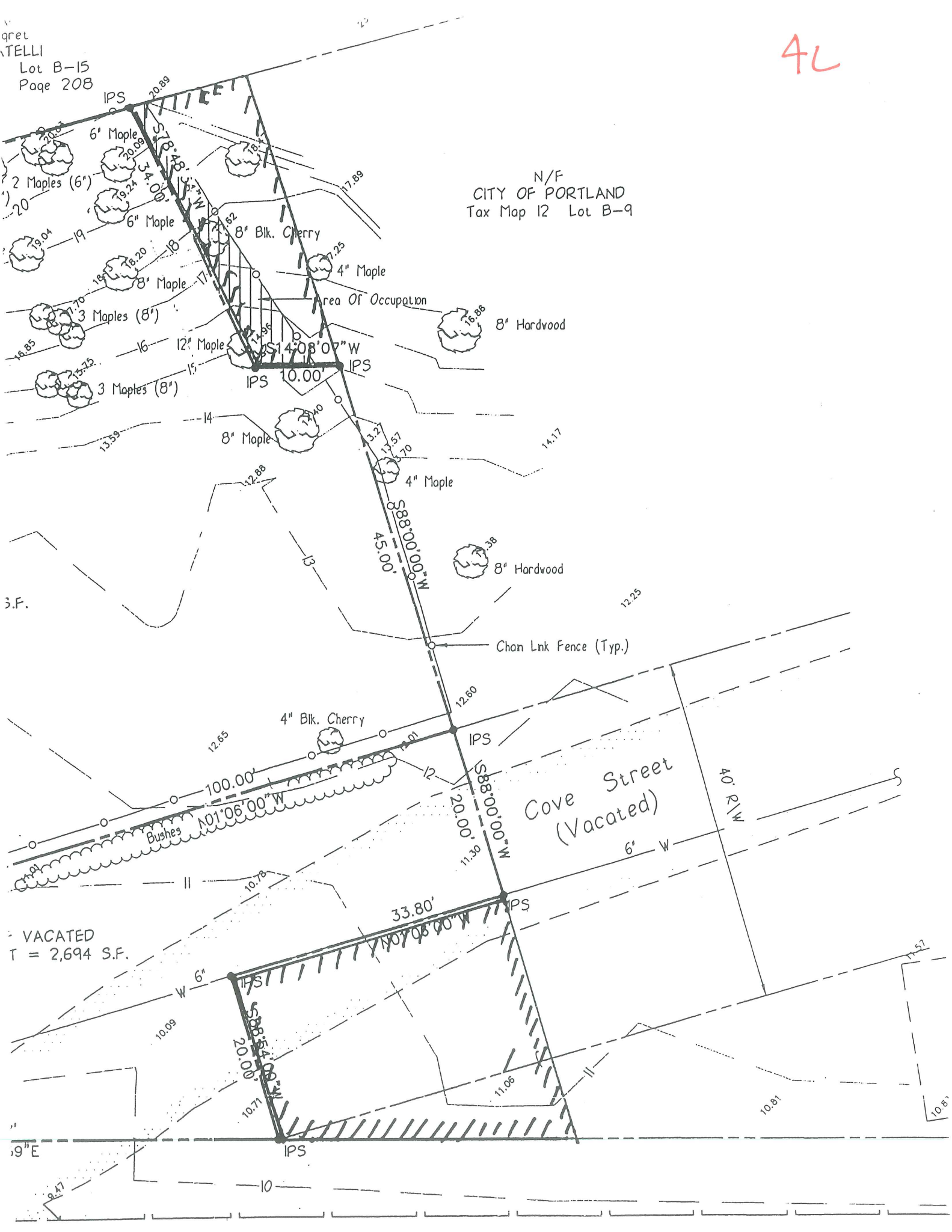
12/8/00  
Date

By:   
Peter A. Howe, Executive Director/President

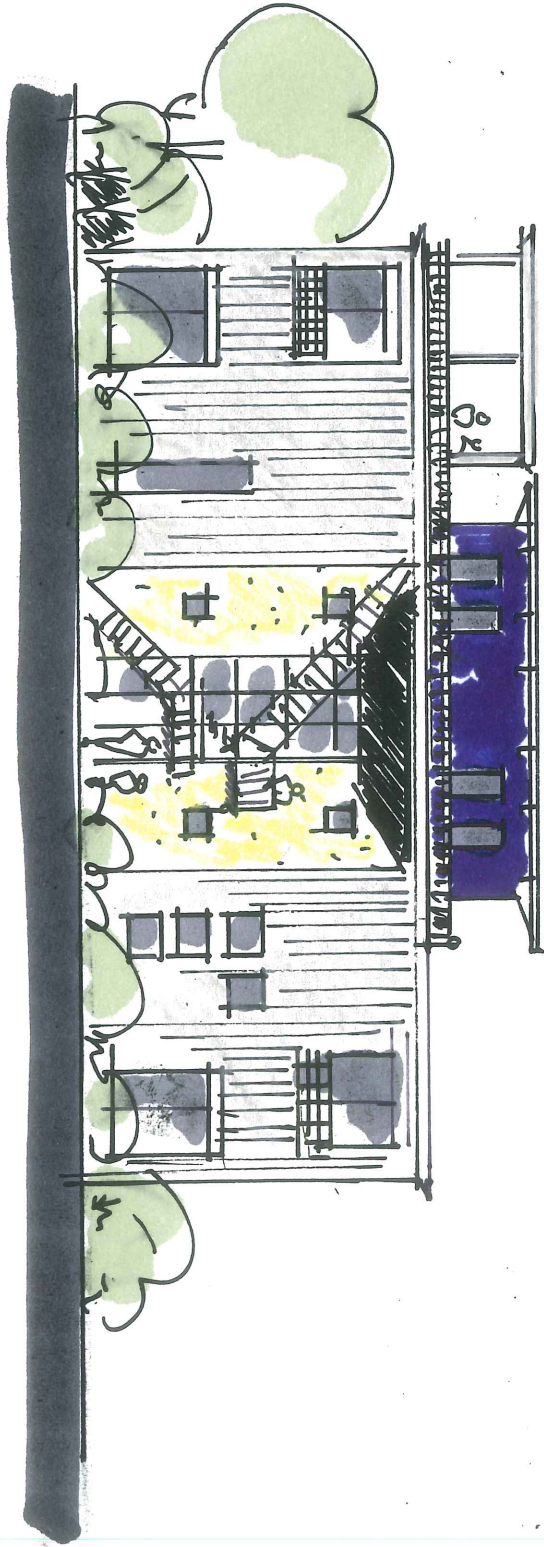
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qret  
TELLI  
Lot B-15  
Page 208

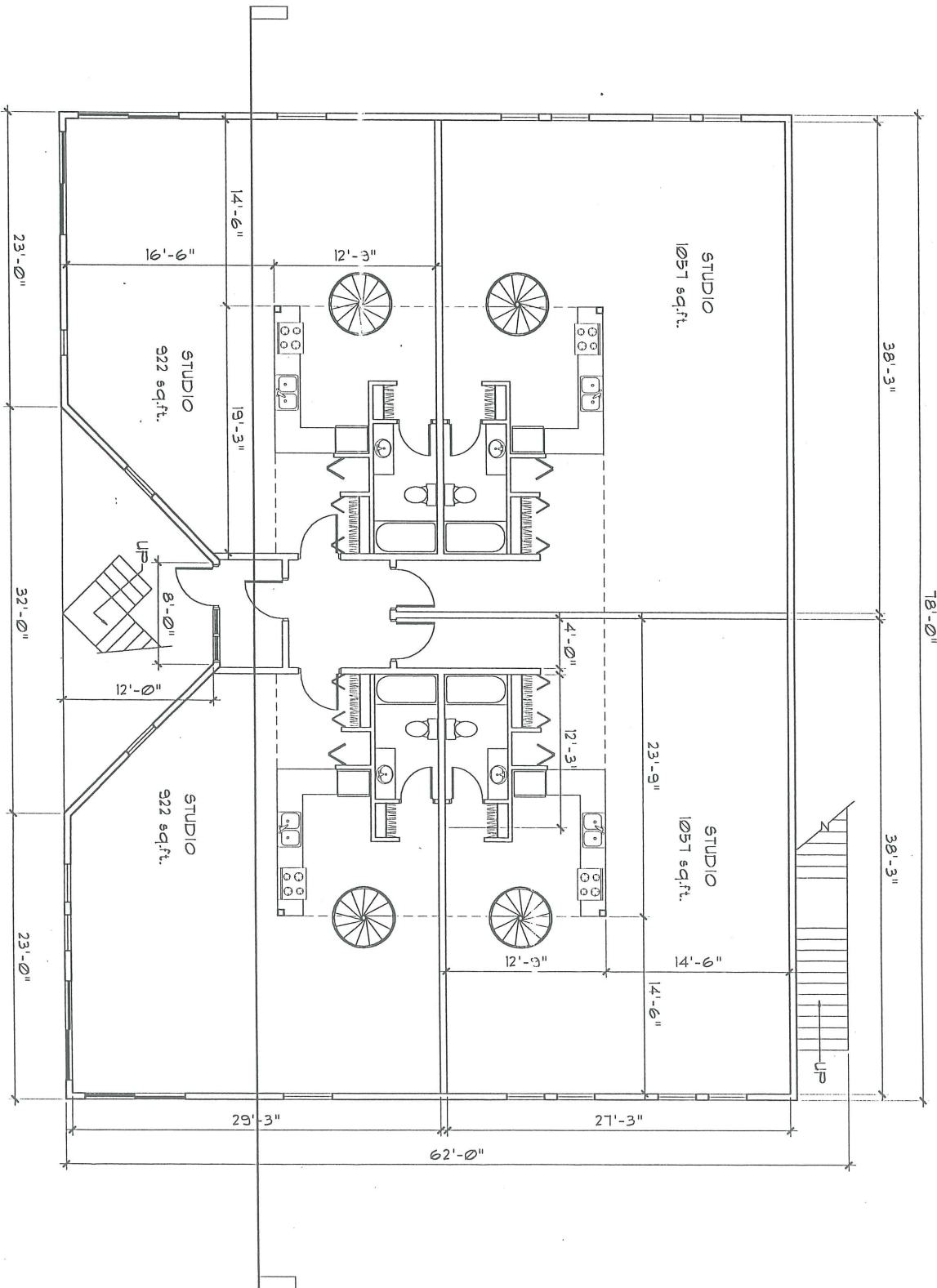
N/F  
CITY OF PORTLAND  
Tax Map 12 Lot B-9



4m



4u



A-1

Scale: 1/8"=1'-0"  
December 22

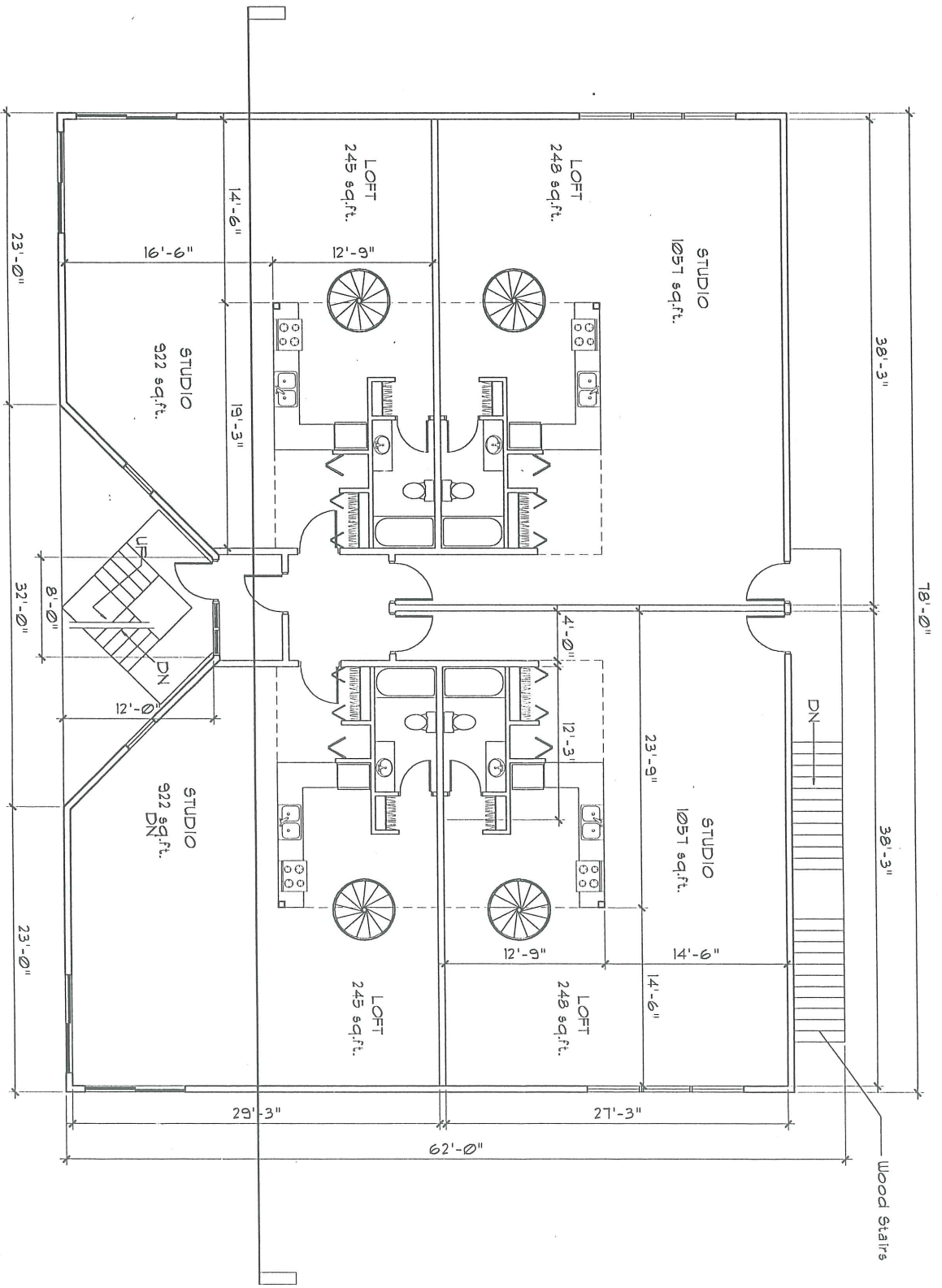
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

First Floor Plan





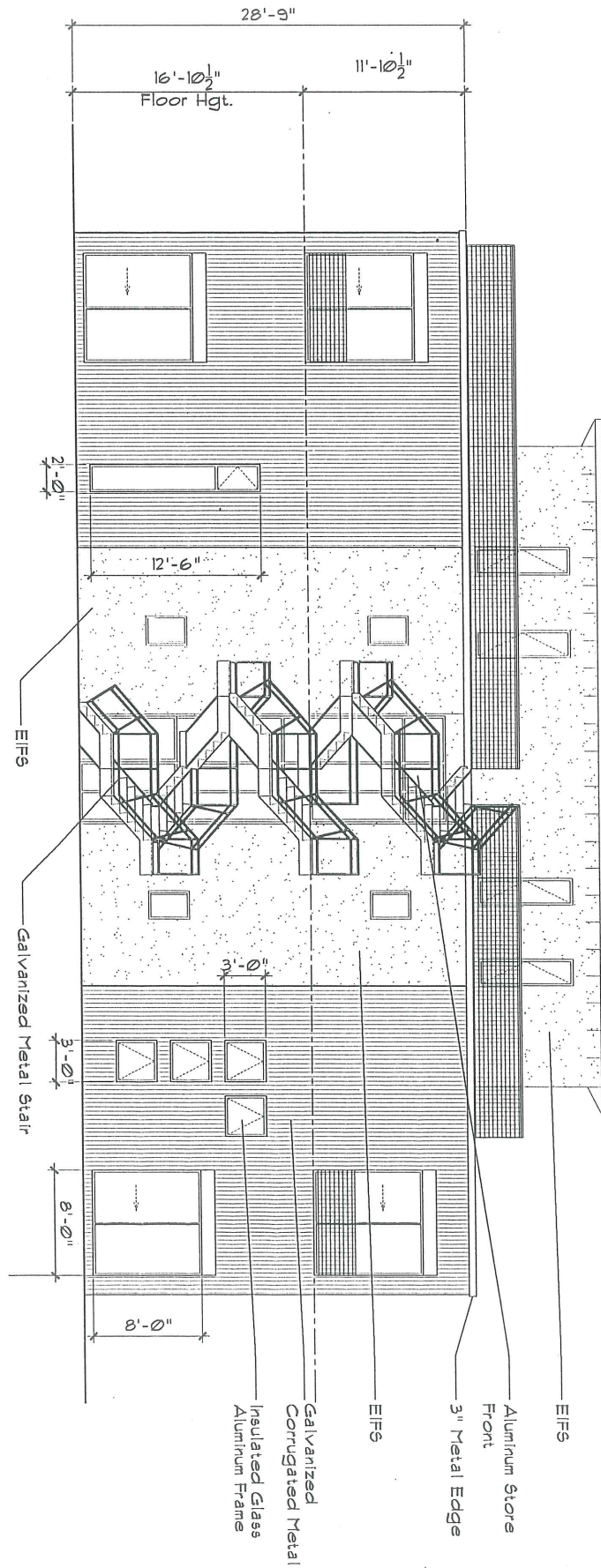
A-2

ARCHETYPE, P.A.  
 ARCHITECTS  
 48 Union Wharf Portland, Maine 04101  
 (207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
 Marginal Way, Portland  
 Second Floor Plan

Scale: 1/8"=1'-0"  
 December 22

4P



A-3

Scale: 1/8"=1'-0"  
December 22

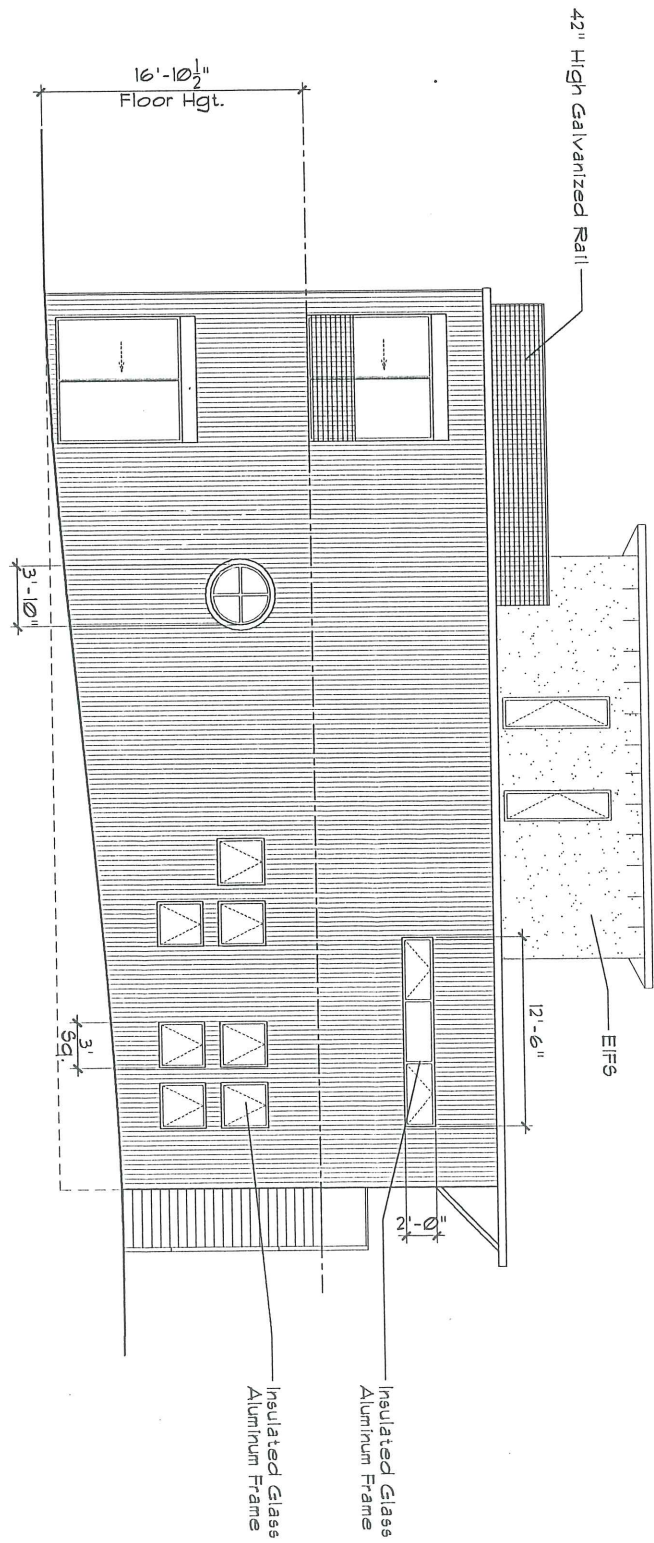
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Front Elevation

49



A-4

Scale: 1/8"=1'-0"  
December 22

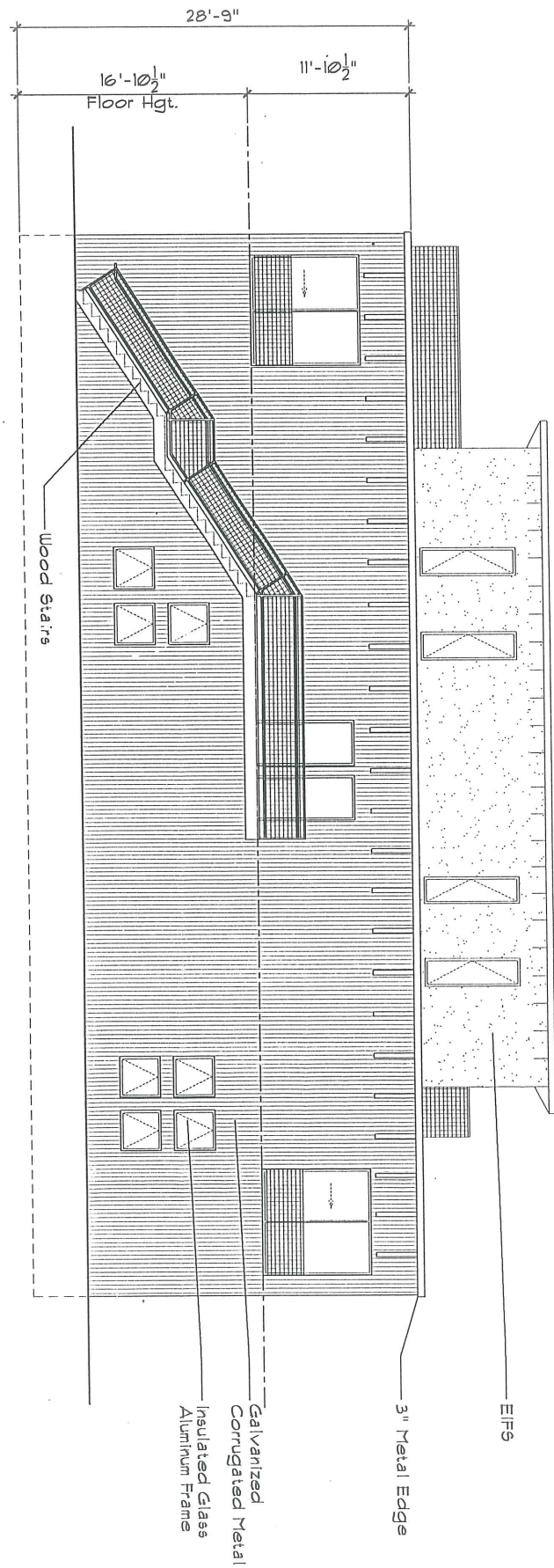
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Side Elevation

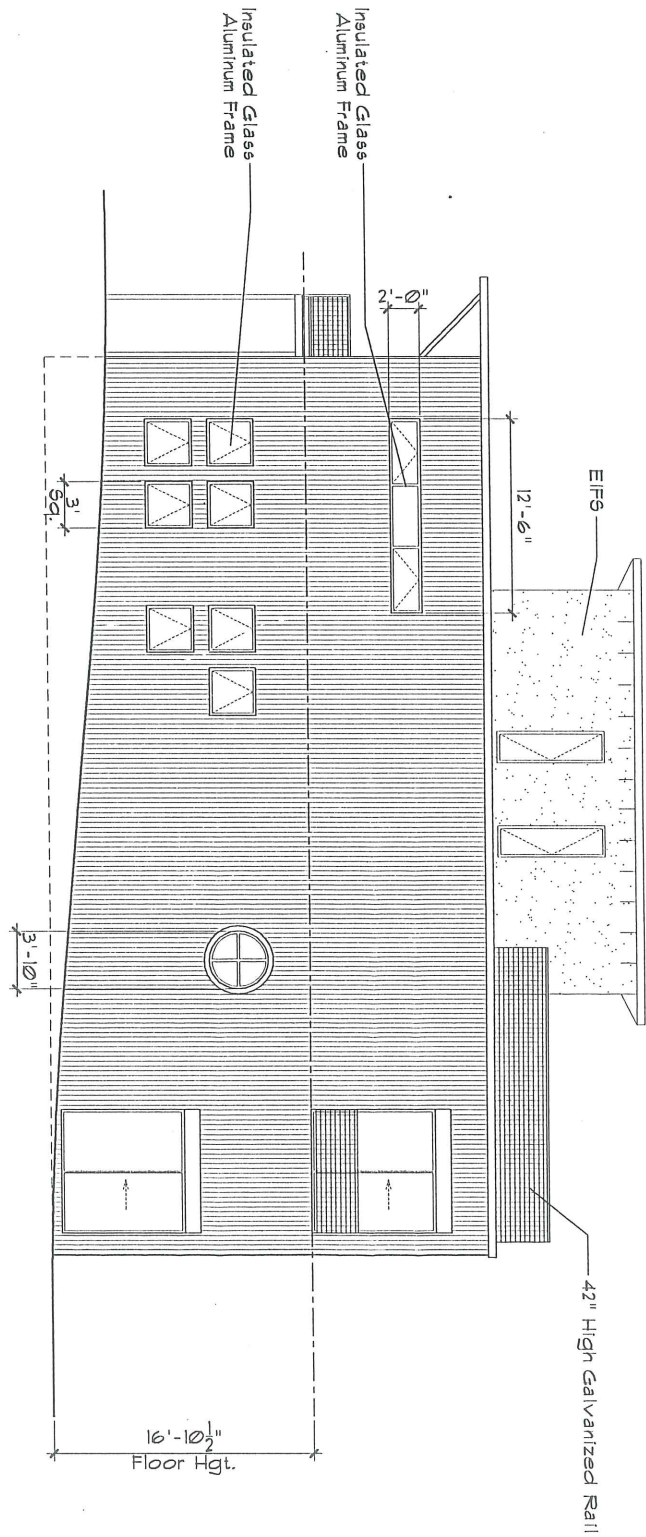
4r



<b>A-5</b>	<b>ARCHETYPE, P.A.</b> <b>ARCHITECTS</b> 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	<b>Bass Artist Studios</b> Marginal Way, Portland  <b>Back Elevation</b>
	Scale: 1/8"=1'-0" December 22	



4S



A-6

Scale: 1/8"=1'-0"  
December 22

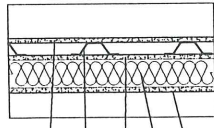
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

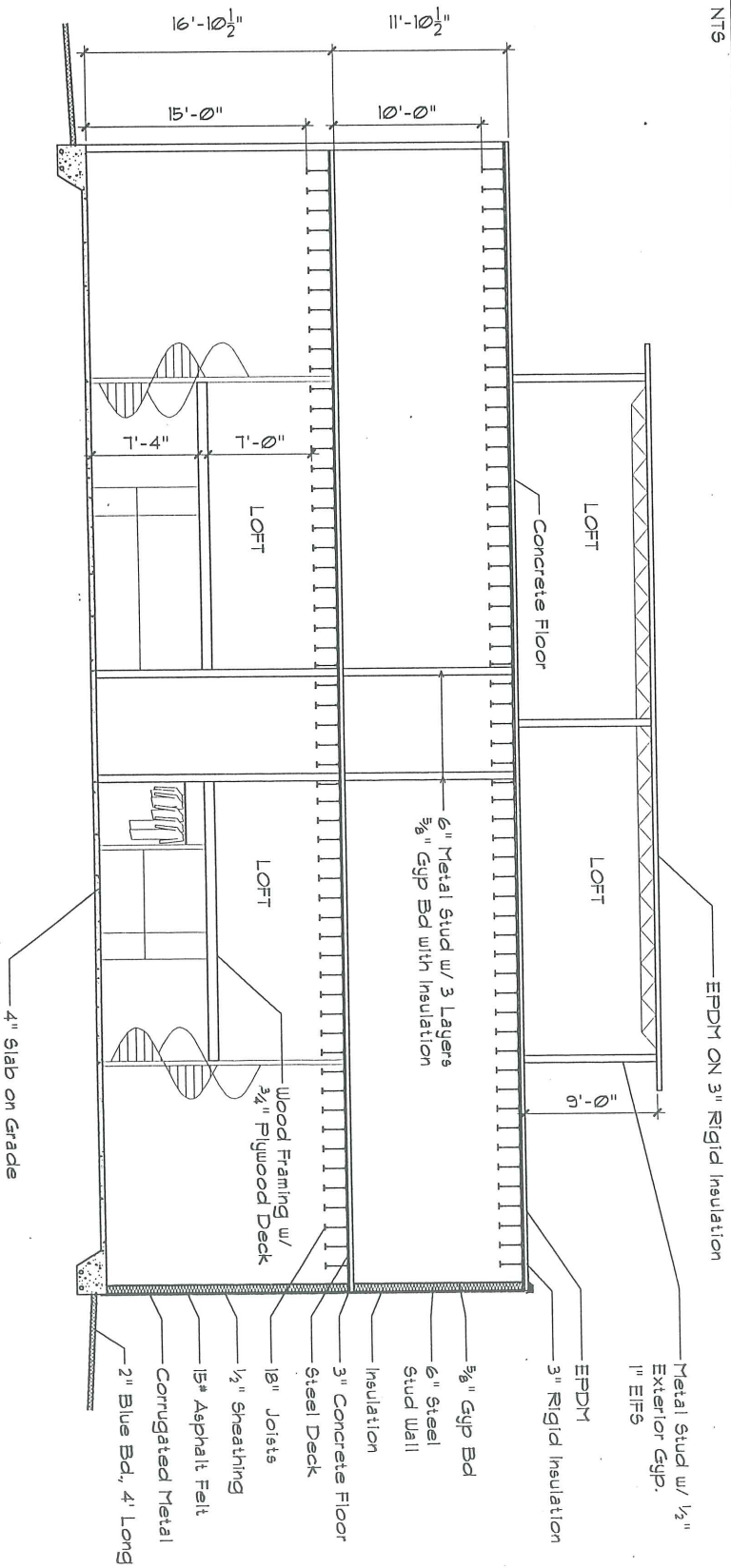
Side Elevation

7+



- 5/8" Gyp. Bd.
- 3 1/2" Stud w/ Insulation
- 5/8" Gyp. Bd.
- Resilient Clip
- 5/8" Gyp. Bd.

TYPICAL PARTY WALL  
NTS



A-7

Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Section

**City of Portland, Maine**  
IN THE CITY COUNCIL

*Order 211*  
*Tab 18 3-5-01*

**AMENDMENT TO ZONING MAP**  
**RE: R-6 TO B-1 REZONING AREA OF COVE AND ANDERSON STREETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE  
IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, be and hereby is amended by adopting the map change amendment shown on attachment 1a hereto.

**CITY OF PORTLAND, MAINE  
CITY COUNCIL AGENDA REQUEST FORM**

**TO:** Sonia Bean, Senior Executive Secretary  
Elizabeth Boynton, Associate Corporation Counsel

**FROM:** Alexander Jaegerman, Chief Planner

**DATE:** February 20, 2001

**SUBJECT:** Rezoning from B-1/R-6 to B-5 in the Vicinity of Anderson Street

- 1) Council Meeting at which action is requested (Date): First Reading: March 5, 2001  
Public Hearing: March 19, 2001
- 2) Can action be taken at a later date?  YES  NO

Public Notice is scheduled to appear in the Portland Press Herald on March 5, 6, 12, and 13, 2001 and posted in the City Clerk's Office on March 5, 2001 and 200 notices sent to area property owners.

**I. SUMMARY OF ISSUE**

Peter Bass, Vega Property Services is requesting a zone change for the property located at 145 Anderson Street to allow live/work space aimed primarily at artists.

**II. REASON FOR SUBMISSION (What issue/problem will this address?)**

The applicant is proposing to develop eight units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 10,500 sq. ft. The property is zoned B-1. The B-1 zone does not allow combined living/working spaces for artists.

**III. INTENDED RESULT (How does it resolve the issue/problem?)**

To allow combined living/working spaces for artists.

**IV. FINANCIAL IMPACT**

There are no known financial impacts to the City.

**V. STAFF ANALYSIS & RECOMMENDATION**

The Planning Board held a public hearing on February 13, 2001, at which time the Board voted unanimously (6-0 Cole absent) to recommend that the property located at 145 Anderson Street be rezoned from B-1 to B-5. The Planning Board also recommended that surrounding properties located along Anderson and Cove Streets, between Gould Street and Fox Street be rezoned from R-6 to B-5. The Planning Board Report is included as Attachment A.

Attachments:

- A. Planning Board Report #7-01



Att. A

PLANNING BOARD REPORT #9-01

**ZONE CHANGE REQUEST**

**B-1 NEIGHBORHOOD BUSINESS AND R-6 RESIDENTIAL  
TO  
B-5 URBAN COMMERCIAL MIXED USE ZONE**

**3 TO 25 COVE STREET AND 145 TO 175 ANDERSON STREET**

Submitted to:

City Council  
Portland, Maine

February 21, 2001

## I. INTRODUCTION

Peter Bass, Vega Property Services is requesting a zone change for the property located at 145 Anderson Street to allow live/work space aimed primarily at artists. The current zoning of the site is B-1 Neighborhood Business. The B-1 zone does not allow combined living/working spaces for artists. The applicant's submittal is included as Attachment 4.

In 1994, this parcel was rezoned from R-6 to B-1 to permit the construction and operation of a lunch counter restaurant. The restaurant was never built. This parcel is shown on Attachment 1.

At the January 9th Planning Board workshop meeting, the Planning Board decided to advertise the additional properties along Anderson and Cove Street between Gould Street and Fox Street for rezoning from R-6 to B-5, as shown on Attachment 1a. In 1994, this area was rezoned from R-6 to B-1 by the City Council, however, the change was never made to the zoning map, so at this time the zoning remains R-6 for these properties.

## II. FINDINGS

Current Zoning:	R-6 Residential/B-1 Neighborhood Business
Proposed Zoning:	B-5 Urban Commercial Mixed Use Zone
Existing Use:	Vacant
Proposed Use:	Eight units of live/work space for artists
Size of Site:	10,500 sq. ft.

## III. EXISTING USES

The area bisected by Cove and Anderson Streets is zoned R-6 and I-Lb Low Impact Industrial and, similar to other areas in the East Bayside neighborhood, contains a mixture of industrial, commercial and residential uses. The closest residential use is a multi-family building located directly adjacent to the Bass parcel to the north. The strongest residential presence is located to the south of Fox Street in Kennedy Park and to the east along Hammond Street. There is a distinct separation between the more industrial uses of Cove and Anderson Streets and the residences of Hammond Street. This separation is created by a sharp change in topography. It is this topographical difference, rather than the zone boundary, which defines and delineates the change from residential to commercial/industrial uses.

The industrial/commercial uses in the vicinity include the Portland Housing Authority maintenance facility, screen-printing, valve services, hardware consultants, and Emerson Apparatus.

The vicinity map, included as Attachment 2 denotes the various uses in the area.

## IV. DEVELOPMENT PLAN

The applicant is proposing to develop eight units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 10,500 sq. ft. The units would range from 1,000 sq. ft. to 1,130 sq. ft. on two floors with a total of about 9,000 sq. ft. The applicant is proposing eight parking spaces for the project. Proposed elevations are included as Attachment 4m.

The site is constricted by a couple of items. The front of the site consists of a portion of Cove Street, which was vacated in 1995. This portion of the site contains a Portland Water District right-of-way because of a water line and structures are not allowed in this area. The rear of the property is restricted by a sharp topographical change. Therefore, the applicant is proposing the building in the center of the site, with the proposed parking in the front.

## V. ZONING POLICY ANALYSIS

As mentioned previously, the site is zoned B-1 Neighborhood Business. The applicant would like to provide combined live/work spaces for artists.

The City's Comprehensive Plan encourages combined live/work spaces for artists. The *Downtown Vision Plan*, adopted in 1991, contains the following policy for Portland's Arts and Cultural community:

*"Support the cultural community by retaining and expanding performance and exhibition space, housing, studio space, and office/support space for artists, institutions, and organizations."*

The *Portland's Arts District Plan*, which was adopted in 1996, also encourages live/work spaces for artists. Recommendation III.20 states:

*"City agencies and the Arts District Interim Group should provide technical and financial support for initial pilot projects to create ownership opportunities for artists' living and working space in the Arts District."*

The *Portland's Arts District Plan* then goes on to state in Recommendation III.21:

*"A longer-term plan for the development of artists' living and working space should be completed by PACA based on the experience gained through the development of local pilot projects."*

The *Celebrating Community: A Cultural Plan for Portland, Maine*, was adopted in 1998 by the City Council. To achieve the mission and based on the principles of *Celebrating Community*, *Celebrating Community* has 7 goals. Goal 4 states:

*Encourage and safeguard artists' continuing presence in the community."*

The Ideas for Action of Goal 4 states:

*Encourage and develop live/work and work spaces for artists, controlled by artists."*

The purpose of the B-5 zone is:

*"To provide zones in areas of the peninsula near the central business district where a mixture of uses, including marine, industrial, commercial, and residential, is encouraged. The B-5 and B-5b zones are characterized by larger undeveloped lots with greater potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings."*

Combined living/working spaces, including but not limited to artist residences with studio space is a permitted use in the B-5 zone. This area contains a variety of different uses as mentioned earlier in the memo. There are no setback requirements in the B-5 zone. No off-street parking is required in the B-5 zone, so the proposed eight parking spaces would be adequate.

The only concern is that if this project did not go forward, a more high intensity use would be allowed on this site. The B-5 zone was intended for larger, undeveloped lots; this lot is small, and surrounded by intensively developed lots.

### III. PLANNING BOARD RECOMMENDATION

A public hearing was held by the Planning Board on February 13, 2001, at which time the Board voted unanimously (6-0 Cole absent) to recommend the approval of the proposed B-5 rezoning of the properties along Anderson and Cove Streets between Gould Street and Fox Street as shown on Attachment 1a.

#### Attachments:

1. Zoning Map
2. Vicinity Map
3. Zone Change Application
4. Applicant's Submittal
5. Plan



R3

Att. 1

5

R3

R3

Cove St.

OLSON ST

BI site  
ILLD

Anderson Street

B2

Box Street

DIKARSON

EVERETT

ANDERSON

ANDERSON

B

ROS

ST

R3

Att. 1a

5

R3

R3

Cove St.

B1

B1  
B2

B2

Anderson Street

Box Street

R-6/B-1 Area  
to B-5

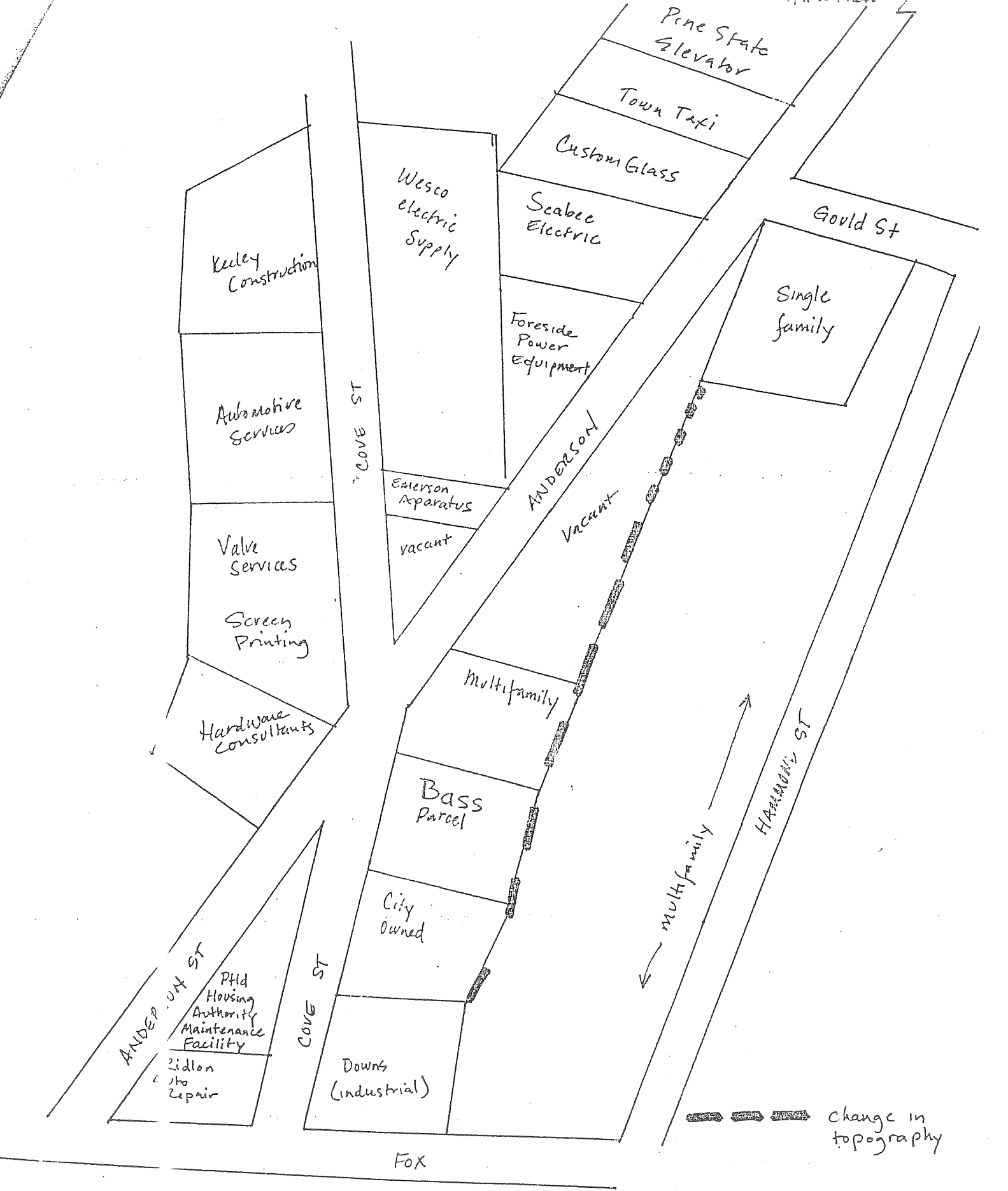
PLAZA

ROS

B

ANDERSON  
MASON  
ANDERSON  
MASON

SE





AH. 3

APPLICATION FOR ZONING AMENDMENT  
City of Portland, Maine  
Department of Planning and Urban Development  
Portland Planning Board

1. Applicant Information:

PETER BASS  
Name

70 MERILL ST  
Address

PORTLAND 04101

772-6005 772-6005  
Phone Fax

2. Subject Property:

145-147 Anderson St.  
Address

12 B 5,7,18  
Assessor's Reference (Chart-Block-Lot)

3. Property Owner:  Applicant  Other

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Fax

Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

Owner

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)



3a

Existing Use:

Describe the existing use of the subject property: Vacant lot

7. Current Zoning Designation(s): B1

8. Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

I propose to build 9 units of artist live/work space. I plan to have some on site parking. The building will have 3 stories with a total of 1,000 - 13,000 square feet.

9. Sketch Plan: On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. Proposed Zoning: Please check all that apply:

A.  Zoning Map Amendment, from B1 to B5

B.  Zoning Text Amendment to Section 14-\_\_\_\_\_

For Zoning Text Amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (~~example~~), and language to be added is depicted with underline (example).

OR C.  Conditional or Contract Zone that solves parking issues

A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan and compatible with the surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

11. Application Fee: A fee for this application for a zoning amendment must be submitted, by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Public Hearing Notice as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

	<u>1-25 Units</u>	<u>26-50 Units</u>	<u>51-75 Units</u>	<u>75 &amp; Over</u>
Residential Zones	\$350.00	\$400.00	\$450.00	\$500.00
Nonresidential Zones	\$350.00	\$400.00	\$450.00	\$500.00
	0-15,000 sq. ft. or 0-5 acres (whichever is less)	15,000-30,000 sq. ft. or 6-10 acres (whichever is less)	30,000-45,000 sq. ft. or 10-15 acres (whichever is less)	45,000-60,000 sq. ft. or 15-20 acres (whichever is less)

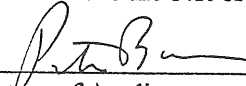
3b

- Legal Advertisements (one for workshop and one for public hearing) percent of total bill
- Notices (one for workshop and one for public hearing) 40 cents each
- Text Amendments \$300.00

\_\_\_\_\_ Amount of Fee

2. Signature: The above information is true and accurate to the best of my knowledge.

11/13/2000  
Date of Filing

  
Signature of Applicant

**Further Information:**

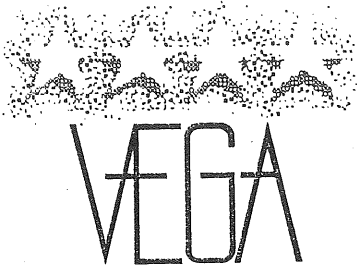
Please contact the Planning Office for further information regarding the rezoning process. Applicants are encouraged to make an appointment to discuss their rezoning requests before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the rezoning application which can provide additional background or context information, and describe the proposed rezoning and reasons for the request in a manner that best suits the situation.

In the event of withdrawal of the zoning amendment application by the applicant in writing prior to the submission of the advertisement copy to the newspaper to announce the public hearing, a refund of two-thirds of the amount of the zone change fee will be made to the applicant by the City of Portland.

Portland Planning Board  
Portland, Maine

Effective: July 6, 1998



Att. 4

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PROPERTY SERVICES

---

70 MERRILL STREET  
PORTLAND, ME 04101  
207/772-6005  
207/839-3824

12/16/2000

To Portland Planning Staff;

I am proposing to develop eight units of live/work space aimed primarily at artists, on a lot of approximately 11,500 square feet of currently vacant land at 145-147 Anderson St. My initial concept is to have units from 1000-1130 square feet on two floors, with a total of about 9,000 square feet. I propose some parking at the front of the lot on the vacated area of Cove St. I have negotiated with the Portland Housing to buy a small amount of land as indicated on the drawing, to straighten the boundary line and therefore make setbacks easier.

The current zoning of this parcel is B1. It was changed not long ago from R6 by the previous owner to accommodate a restaurant. Most of this side of Anderson St. is zoned R6 although the existing uses more closely resemble the IL zoning on the opposite side of the street. There is one residential use next to my parcel, a 6 unit owned by the Portland Housing Authority. This area is mixed use and clearly transitional from residential to commercial/light industrial.

This parcel has some problems fulfilling some B1/R6 requirements for parking and setbacks. The front of the lot is vacated Cove St. This has a Portland Water District right of way because of a water line and is therefore unbuildable. This condition and the slope of the lot won't allow me to move the building forward to the front and have parking at the rear. I also do not have enough space to park 2 cars per unit. I will need to park as many cars as possible in front of the building. Parking at the front of the building, although not an ideal, is consistent with the neighborhood since nearly all of the light industrial buildings have at least some if not all of their parking in

4a

front of the building. There are two significant trees on the left side of the property that would be worth making an effort to save. This could be accomplished by rotating the building slightly and therefore in ruding on R-6 setback dimensions.

I am requesting a zone change to B5 or a contract zone that would resolve these issues for my parcel and land acquired from Portland Housing Authority. I feel that this is an appropriate change since B5 is a mixed use zone that appears to encourage artist live/work studio space yet has no off street parking requirements or side and rear yard setbacks. Also, the areas currently designated as B5 seem to have the same transitional mixed uses as this area of Anderson St. The B5 zone is also within close proximity to this site.

I feel that with this zone change I can successfully develop artist work/live spaces, a goal described in the city's planning documents, without disturbing an existing neighborhood and by fitting in with the existing mixed use.

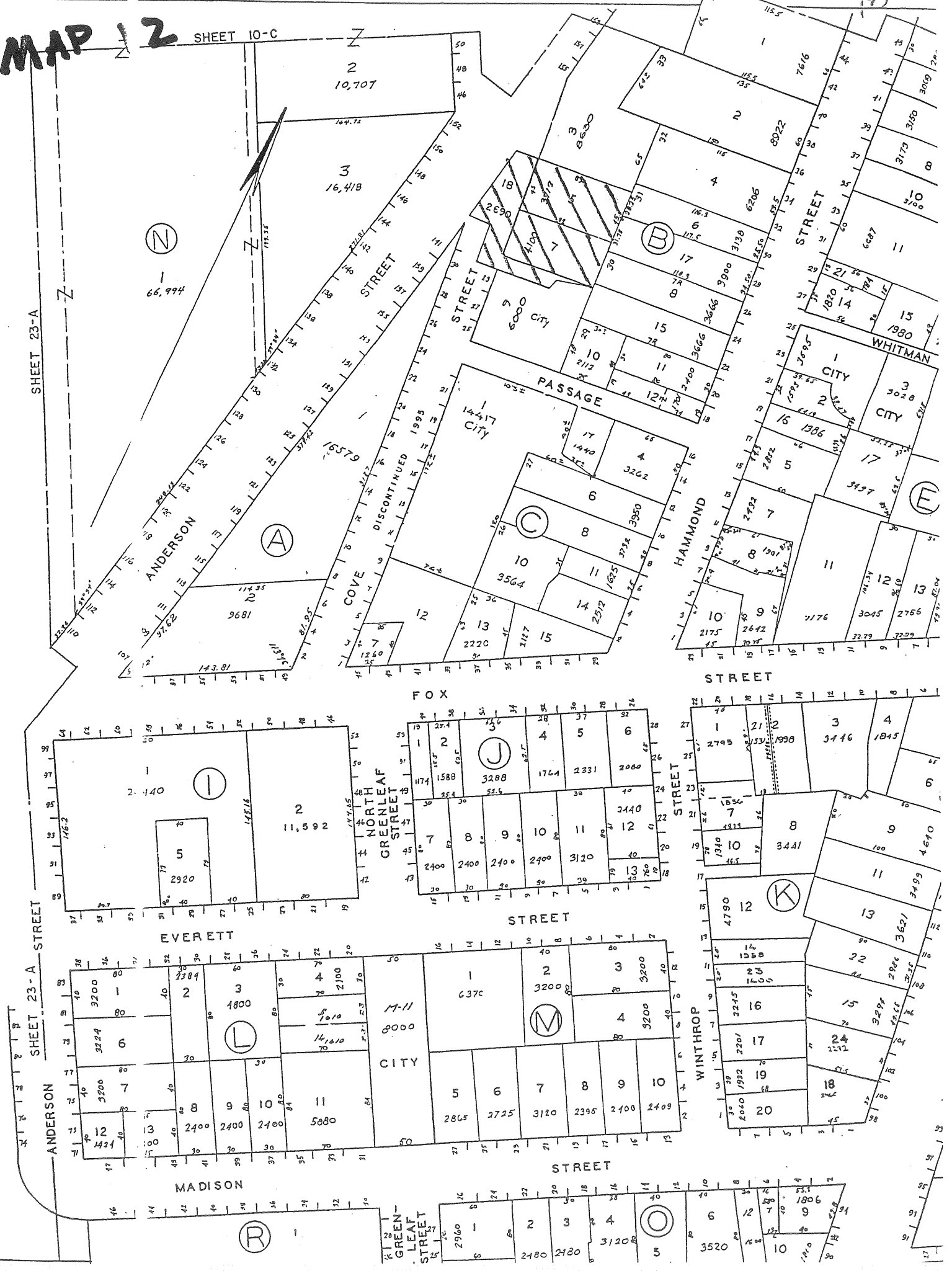
Yours truly,



Peter Bass



# MAP 2 SHEET 10-C



WARRANTY DEED  
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, that WHALEN L. GUIMOND II, also known as Whalen Guimond, and CATHERINE E. GUIMOND, both of Portland, County of Cumberland, State of Maine, being husband and wife, for consideration paid, grant to PETER L. BASS of Gorham, County of Cumberland, State of Maine, whose mailing address is 70 Merrill Street, Portland, Maine 04101, with warranty covenants the land in Portland, County of Cumberland, State of Maine, described as follows:

Three certain lots or parcels of land with any buildings thereon situated on or near the easterly side of Anderson Street, in said Portland, Maine, and bounded and described as follows:

Parcel One: A certain lot or parcel of real estate situated in Portland in the County of Cumberland and State of Maine and more particularly described as, viz: "Land on the East side of West Cove St., Nos. 31-33, Portland, Maine, City Assessors' Plan 12, Block B, Lot 7, Area 4100 sq. ft.", as further described in a deed to Nellie Roberts dated September 30, 1912 recorded in the Cumberland County Registry of Deeds in Book 902, Page 73, as more specifically described below.

Parcel Two: A certain parcel of land, situated in Portland, Cumberland County, Maine, containing about four thousand (4000) square feet of land, and bounded and described as follows, viz: Beginning at the southerly corner of lot formerly of one Joseph Nelson, conveyed to said Nelson by deed of Max Robinson and Rudolph E. Brill by deed dated July 24, 1912, and recorded in the Cumberland County Registry of Deeds, Book 855, Page 309; thence running easterly on the southerly side line of said Nelson land eighty-three (83) feet more or less to a fence; thence southerly along said fence forty-five (45) feet more or less to the lot conveyed by Carmela C. Rossetti to Nellie Roberts; thence westerly along said Roberts lot to the easterly side line of Cove Street eighty-two feet, more or less; thence northerly along said Cove Street forty-five (45) feet more or less to the point of beginning, as more specifically described below.

Said Parcel One and the adjacent Parcel Two are further specifically described as a single combined parcel as follows, based on the "Standard Boundary Survey" prepared by DEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510, with this more specific description to supplement and be substituted for the above descriptions for Parcel One and Parcel Two, and

to be controlling in the case of any discrepancy:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, along land now or formerly of the City of Portland described as Tax Map 12, Lot B-9, 45.00 feet to a 5/8 inch rebar set; thence, N 14°08'07" E, continuing along said land of the City of Portland, 10.00 feet to a 5/8 inch rebar set; thence, N 78°48'34" E, continuing along said land of the City of Portland, 34.00 feet to a 5/8 inch rebar set; thence, N 00°10'34" E, 85.01 feet to a point which is S 09°42'02" W 4.61 feet of a 5/8 rebar found capped "Titcomb 1273"; thence, from the point described S 88°00'00" W, along land now or formerly of Portland Housing Authority as described in a deed recorded in said Registry in Book 11268, Page 308, 83.00 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 7,765 square feet.

Parcels One and Two herein being the same parcels conveyed to the Grantors herein as the second and third parcels in a deed from Judith Redmond Arbuckle dated March 17, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8687, Page 88.

Parcel Three: A certain parcel of land situated in Portland, County of Cumberland and State of Maine and consisting of a portion of the now discontinued Cove Street, bounded and described as follows:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, S 88°00'00" W,

4e

through Cove Street, 20.00 feet to a 5/8 inch rebar set; thence, N 01°06'00" W, along the centerline of said Cove Street, 33.80 feet to a 5/8 inch rebar set; thence, S 88°54'00" W, through Cove Street, 20.00 feet to a 5/8 inch rebar set on the easterly sideline of Anderson Street; thence, N 14°55'59" E, along Anderson Street, 68.87 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, through Cove Street, 20.98 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 2,694 square feet.

Being a portion of the discontinued Cove Street as shown on plan entitled "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510. Reference is made to the Order of Discontinuance by the City of Portland dated August 7, 1995, an attested copy of which is recorded in the Cumberland County registry of Deeds in Book 12303, Page 241, a Municipal Quitclaim Deed from the City of Portland to the Grantors herein dated February 17, 2000 and recorded in said Registry in Book 15330, Page 146, and a deed from Portland Housing Authority to Grantor Whalen Guimond dated January 17, 1996 and recorded in said Registry in Book 12315, Page 121. Grantors herein intend to convey and hereby do convey to Grantee herein all interest acquired by either or both of them by virtue of the above referenced deeds.

This conveyance of Parcel Three is made SUBJECT TO a public easement retained in the Order of Discontinuance, an attested copy of which is recorded in said Registry in Book 12303, Page 241, and SUBJECT TO an easement granted by Grantors herein to Portland Water District by deed dated February 2, 1996 and recorded in said Registry in Book 123812, Page 57, a corrective and confirming deed dated February 18, 2000, recorded in said Registry in Book 15330, Page 143, and a corrective and confirming deed of even or near even date herewith, to be recorded in said Registry.

WITNESS our hands and seals this 17<sup>th</sup> day of the month of March, 2000.



4f

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Barbara Vestal

Whalen L. Guimond II

Whalen L. Guimond II  
a/k/a Whalen Guimond

to both

Catherine E. Guimond

Catherine E. Guimond

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Whalen L. Guimond II and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara Vestal

Attorney at Law/Notary Public

Printed name: BARBARA A. VESTAL

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Catherine E. Guimond and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara Vestal

Attorney at Law/Notary Public

RECEIVED  
RECORDED REGISTRY OF DEEDS Printed name: Barbara A. Vestal

2000 MAR 17 PM 3: 37

Page four of four

CUMBERLAND COUNTY

John B O'Brien

WAIVER AND RELEASE OF CONTINGENCY

WHEREAS, the City of Portland, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "CITY") and Portland Housing Development Corporation of 14 Baxter Boulevard, City of Portland, County of Cumberland, Maine (hereinafter referred to as "Purchaser"), entered into a Purchase and Sale Agreement dated June 5, 1996 affecting property in the area of 11-21 and 25-29 Cove Street, which property is more particularly described as tax map and lots 12-C-1 and 12-B-9 (hereinafter the "property"); and

WHEREAS, Paragraph 6(d) of said Purchase and Sale Agreement states that the Agreement is subject to the contingency that "[t]he property shall not be used for residential development"; and

WHEREAS, no restriction precluding the property's use for residential development was placed in the deed from CITY to Purchaser, which was recorded in Cumberland County Registry of Deeds in Book 12639, Page 206, at the time of sale; and

WHEREAS, the CITY no longer desires or intends to restrict the property from being used for residential development and, in fact, as a matter of policy is now encouraging residential development in that portion of the City;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the CITY, intending to be legally bound, clarifies that to the extent the limitation of said Paragraph 6(d) of said Purchase and Sale Agreement had any continuing effect after closing, it now hereby waives and releases the contingency that the property shall not be used for residential development. The Purchaser, its successors and assigns, are no longer prohibited from using the property for residential development by virtue of any provision contained in the Purchase and Sale Agreement dated June 5, 1996.

CITY OF PORTLAND

Sonia S. Bean  
Witness

By: Robert B. Ganley  
Robert B. Ganley  
City Manager

PURCHASE AND SALE AGREEMENT

4h

AGREEMENT made this 8<sup>th</sup> day of December, 2000, between PETER L. BASS of 70 Merrill Street, Portland, Maine (hereinafter referred to as "Buyer"), and PORTLAND HOUSING AUTHORITY and PORTLAND HOUSING DEVELOPMENT CORPORATION, of 14 Baxter Boulevard, Portland, Maine (hereinafter collectively referred to as "Seller").

The parties hereto agree, warrant, and covenant as follows:

1. Purchase and Sale. The Seller agrees to sell and the Buyer agrees to buy the following described real estate situated in the City of Portland, County of Cumberland, and State of Maine, to wit:

Two certain lots or parcels of land, with no buildings thereon situated adjacent to 145-147 Anderson Street, Portland, Maine, which are northerly of the line formed by extension of the southerly sideline of 145-147 Anderson Street (holding the same course of S 88°00'00" W) easterly to the rear boundary line of property now or formerly of Margaret Donatelli (Book 10944, Page 208) and westerly to the easterly sideline of Anderson Street (as illustrated on the attached diagram).

2. Purchase Price. The total purchase price for the premises shall be \$2,000 and shall be paid by the Buyer as follows: \$100 as earnest money and in part payment on account of the purchase price in the form of a personal check upon execution of this Agreement, and the balance of \$1,900 to be paid in cash or by certified check or bank check at closing.

3. Deed to the Premises. The Seller agrees to deliver a duly executed good and sufficient Quitclaim Deed with Covenant in accordance with Maine practice conveying the premises to Buyer. Buyer, at Buyer's expense, shall prepare the Quitclaim Deed for execution by Seller, and Buyer shall pay Seller's share of transfer taxes. The premises shall be conveyed subject to easements of record and subject to existing building, land use and zoning laws.

4. Closing. Transfer of title and possession to the premises shall occur on or before that date which is 15 days after Buyer notifies Seller that it has satisfied the contingencies contained in Paragraph 12, but if those contingencies have not been satisfied by July 1, 2001, Seller may, at its option, terminate this contract.

5. Contingency for Title to Premises. Buyer's obligation to purchase hereunder is contingent upon the title to

the premises being good, marketable title free and clear of all encumbrances and encroachments except as specified in Paragraph 3 above. Provided, however, that if the condition of the title deviates from this, then, at Buyer's option, the time for closing may be extended for a period of thirty (30) days and Seller shall use reasonable efforts to remove any defects in title or to make the premises conform to the provisions hereof. If Seller is not able to remedy title within this time period, Buyer may terminate this Agreement and receive a return of his earnest money deposit or opt to accept such title as Seller can deliver, without any reduction in the purchase price.

6. Seller's Default. In the event the Seller fails to consummate the sale of property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in the Seller to terminate the transaction contemplated by this Agreement, and Buyer shall have fully performed all of his obligations under this Agreement, Buyer, at his option, may elect to declare this Agreement null and void, Buyer shall be refunded the full deposit paid hereunder, and Buyer and Seller shall be fully discharged and relieved from the terms and obligations of this Agreement.

7. Buyer's Default. In the event Buyer fails to consummate the purchase of the property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, and Seller shall have fully performed all of his obligations under this Agreement, Seller shall retain the deposit as liquidated damages, which retention by Seller of the deposit shall not be as a penalty, and all obligations of the parties to one another shall cease and this Agreement shall be null and void.

8. Prorations. Real estate taxes for the tax year of closing shall be prorated as of the time of transfer of title, based upon a fiscal year for the City of Portland.

9. General Conditions. The following general conditions shall affect this Agreement:

a. Casualty. The risk of loss or damage to said premises by fire or otherwise until transfer of title hereunder is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated.



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b. Brokerage. Buyer and Seller stipulate that no real estate broker has been involved in this transaction and no brokerage fee is due to any entity.

c. Entire Agreement. This is the entire Agreement between the parties, covering everything agreed upon or understood in this transaction. There are no oral or prior written promises, conditions, representations, agreements, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereto or in effect between the parties. No change or addition may be made to this Agreement except by written agreement executed by the parties hereto. Captions are included for convenience of reference only.

d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of the personal representatives, successors, administrators, and assigns of the parties hereto.

e. Time of the Essence. Buyer and Seller covenant and agree that time is of the essence in this Agreement.

10. Seller's Acceptance. Seller shall have until December 12, 2000 at 5:00 p.m. to accept this offer and execute this Agreement. If Seller does not accept the offer by that date, the earnest money deposit shall promptly be returned to Buyer.

11. Contingencies. Seller's obligation to perform pursuant to this Agreement is contingent upon the following:

a. Buyer, at its expense, securing from the City of Portland a waiver or release from the contingency contained in the Purchase and Sale Agreement between the City of Portland and Portland Housing Development Corporation dated June 5, 1996 affecting the property contained in Tax Map 12, Lot B-9 stating that "The property shall not be used for residential development", to the extent, if any, that it would otherwise be applicable. The release shall state that the City is waiving any right to object to its use for residential development by virtue of that Purchase and Sale Agreement.

b. Buyer, at its expense, obtaining approvals from the City of Portland upon terms and conditions acceptable to

4k

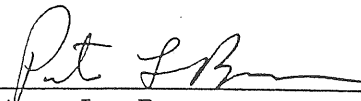
Buyer to develop the premises at 145-147 Anderson Street and all adjacent property under the same ownership for an 8 or more unit structure containing live/work space aimed primarily at artists.

12. Authority. Seller's obligations hereunder are also subject to formal ratification of this Agreement by Seller's governing boards. Executive Director/President Peter Howe shall seek ratification of this Agreement within 30 days of the effective date hereof, and shall notify Buyer of action taken by the governing boards as soon as possible.

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

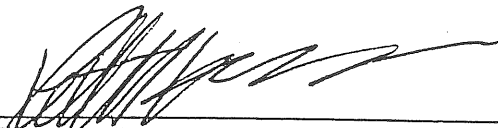
BUYER:

11/29/2000  
Date

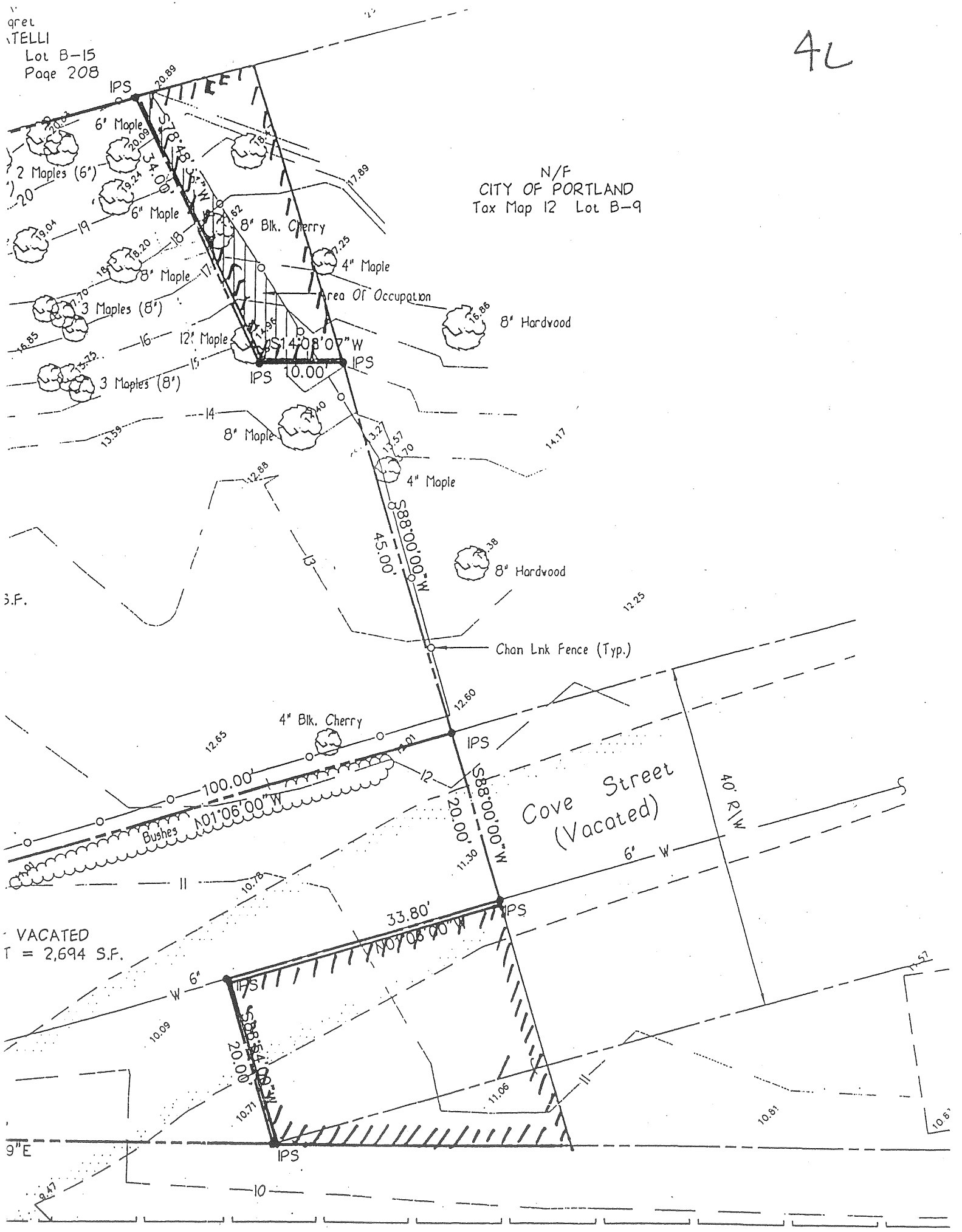
  
Peter L. Bass

SELLER:  
PORTLAND HOUSING AUTHORITY and  
PORTLAND HOUSING DEVELOPMENT  
CORPORATION

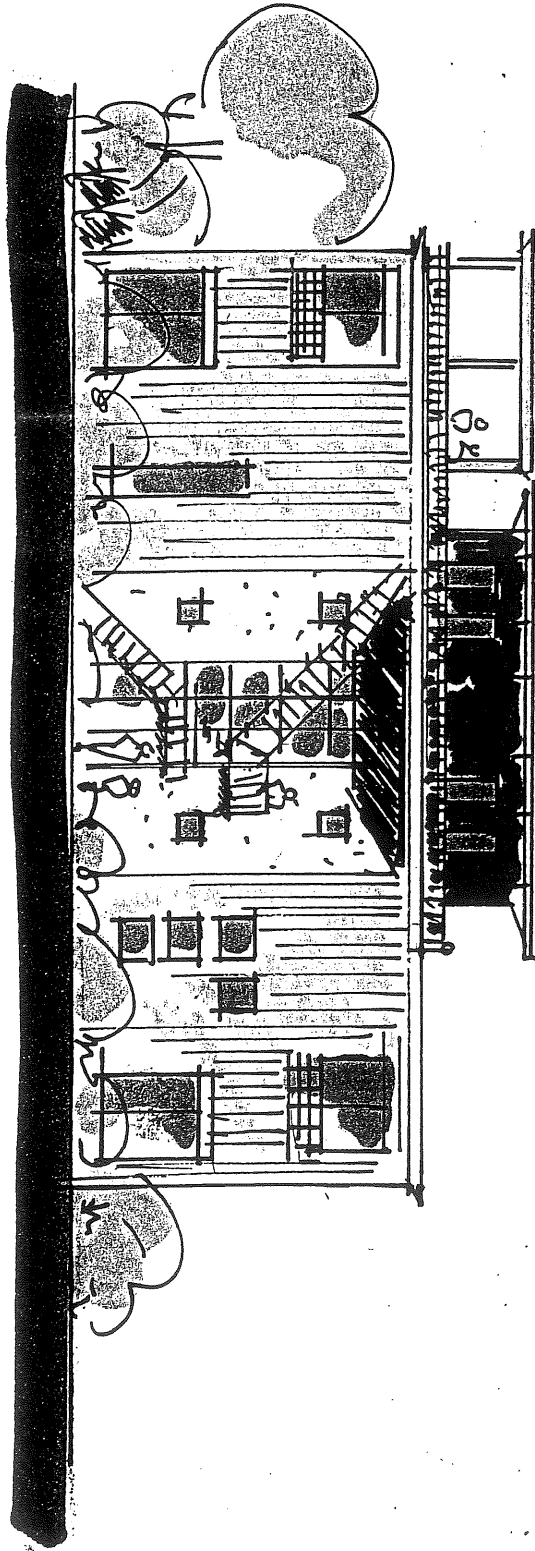
12/8/00  
Date

By:   
Peter A. Howe, Executive Director/President

N/F  
CITY OF PORTLAND  
Tax Map 12 Lot B-9

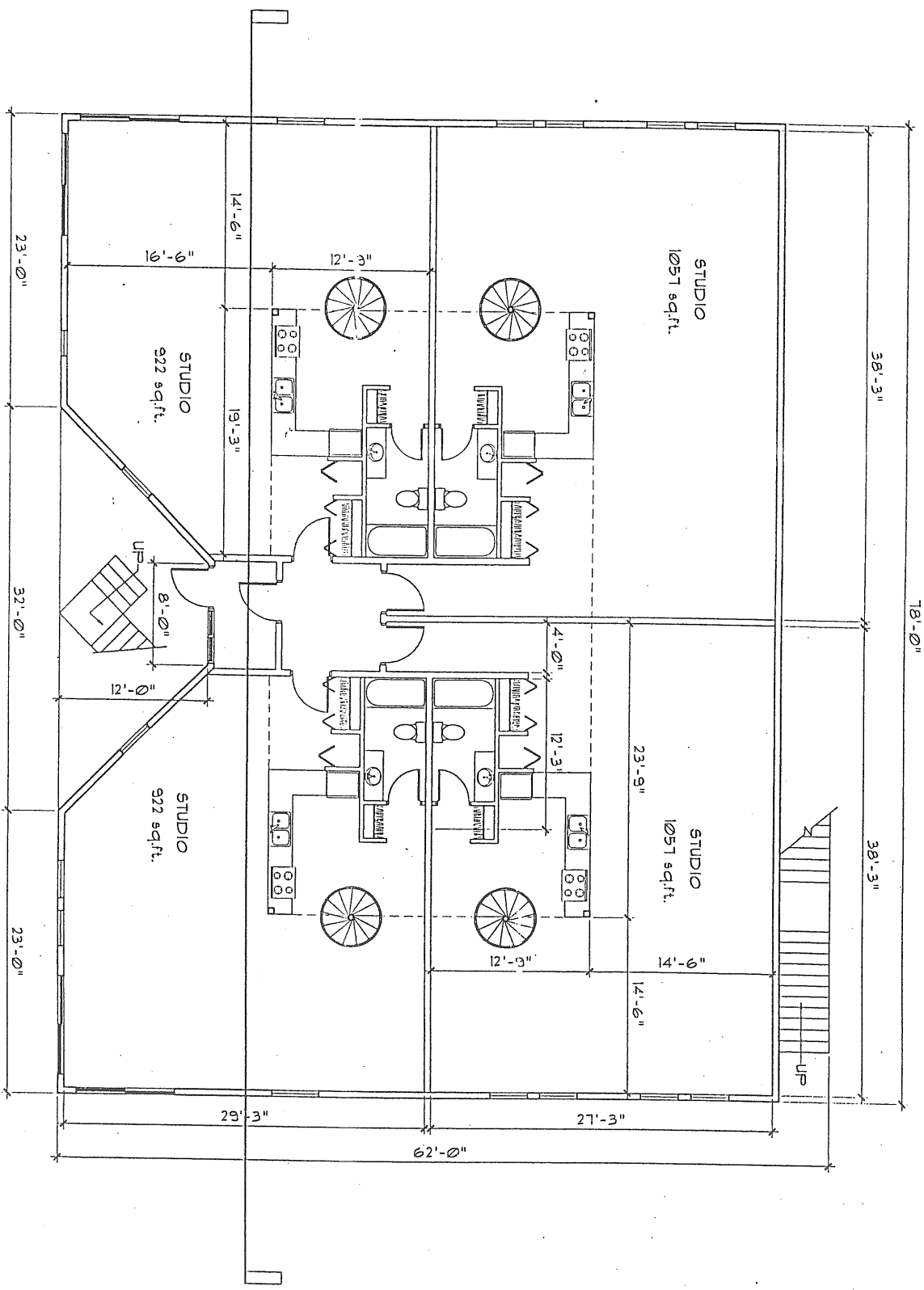


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A-1

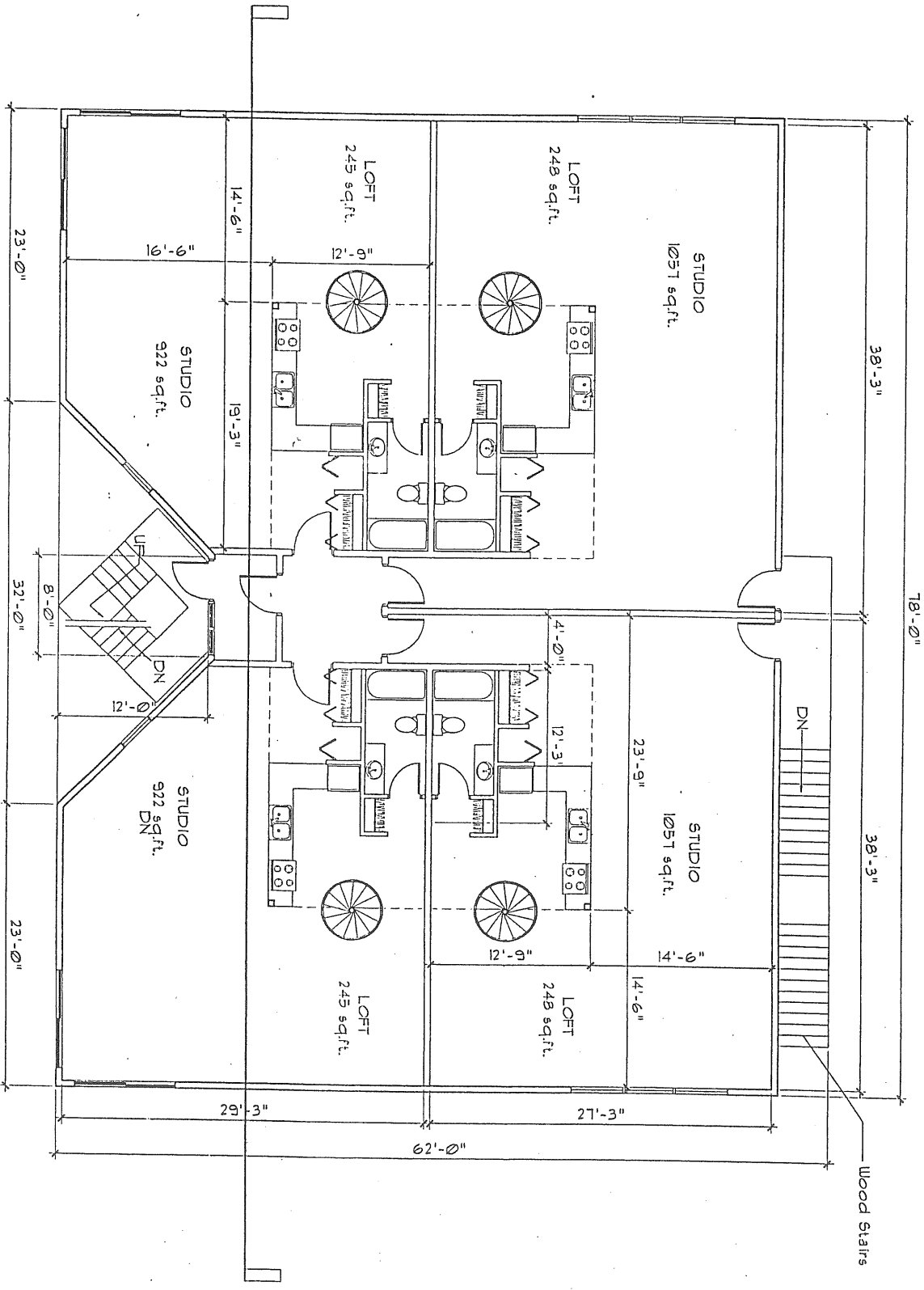
Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

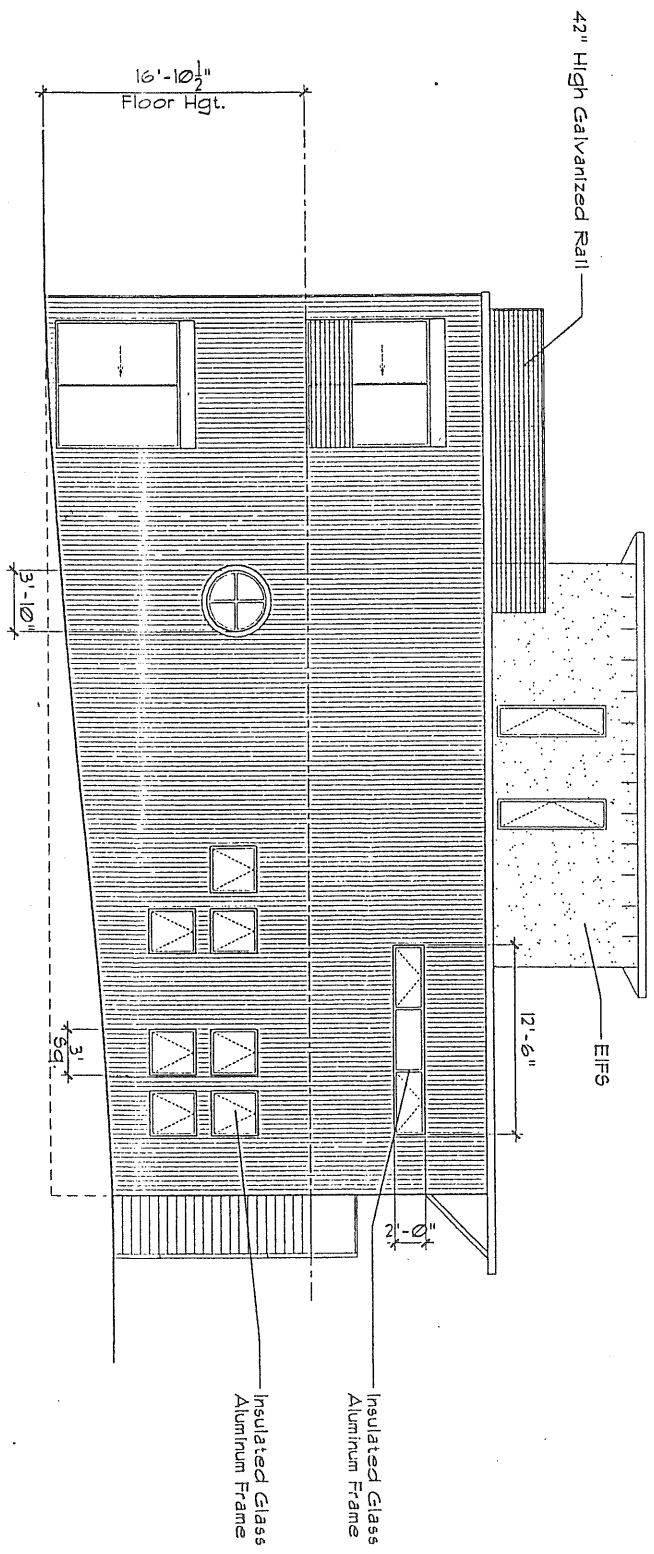
First Floor Plan



<h1 style="margin: 0;">A-2</h1>	<p><b>ARCHETYPE, P.A.</b> <b>ARCHITECTS</b></p> <p>48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056</p>	<p><b>Bass Artist Studios</b> Marginal Way, Portland</p>
	<p>Scale: 1/8"=1'-0" December 22</p>	<p><b>Second Floor Plan</b></p>

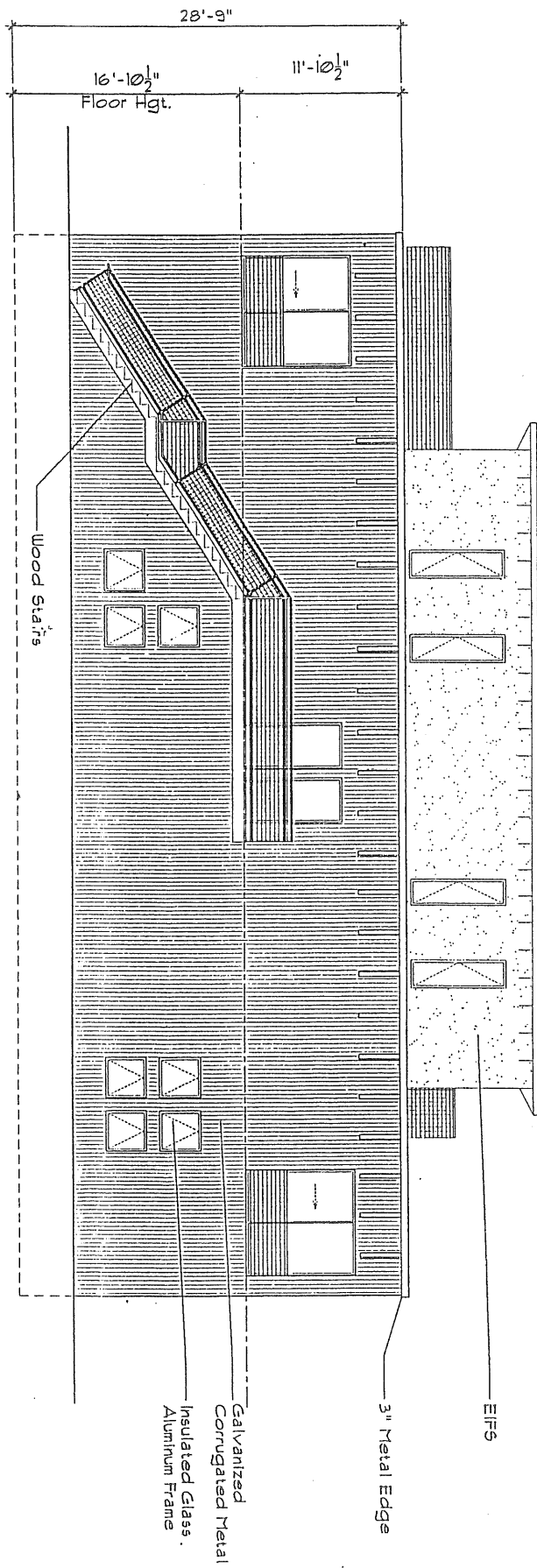


4a



<b>A-4</b>	Scale: 1/8"=1'-0" December 22	ARCHETYPE, P.A. ARCHITECTS	Bass Artist Studios Marginal Way, Portland
		48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	Side Elevation

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A-5

Scale: 1/8"=1'-0"  
December 22

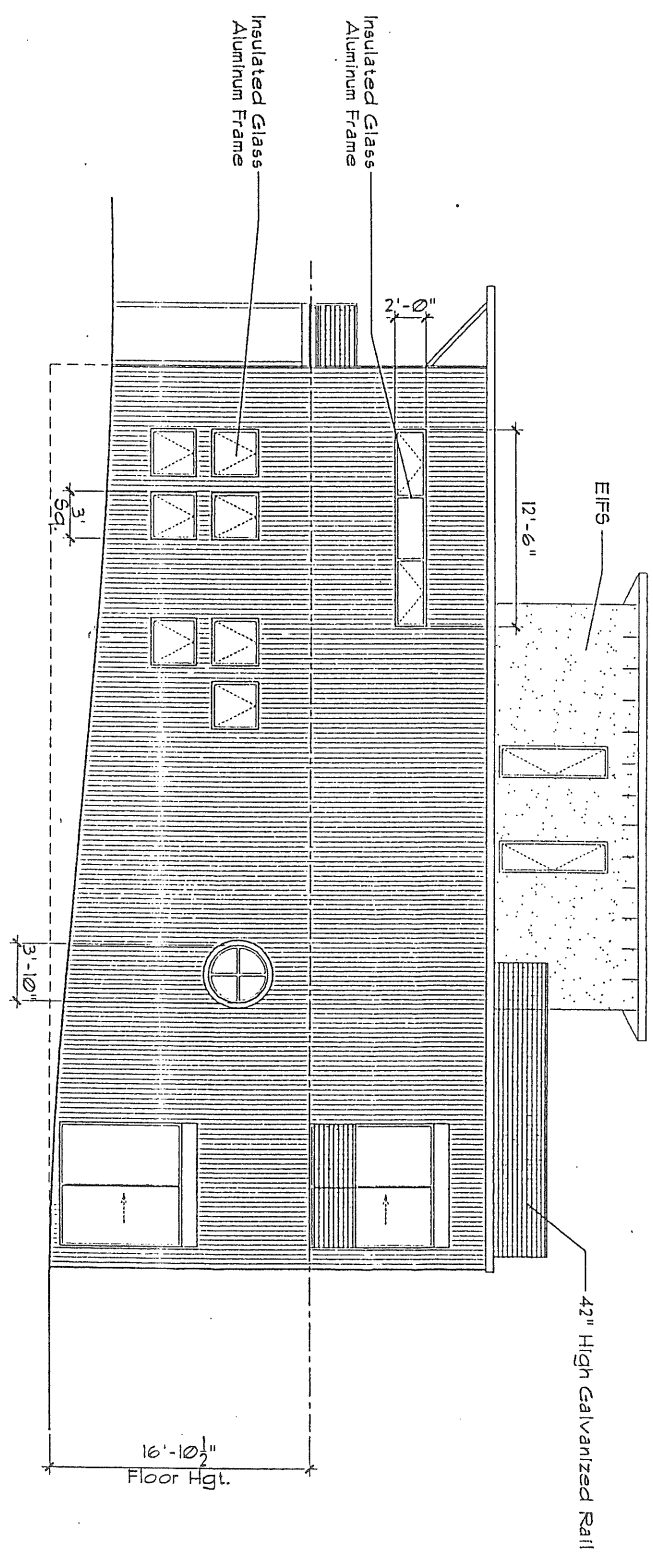
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Back Elevation





A-6

Scale: 1/8"=1'-0"  
December 22

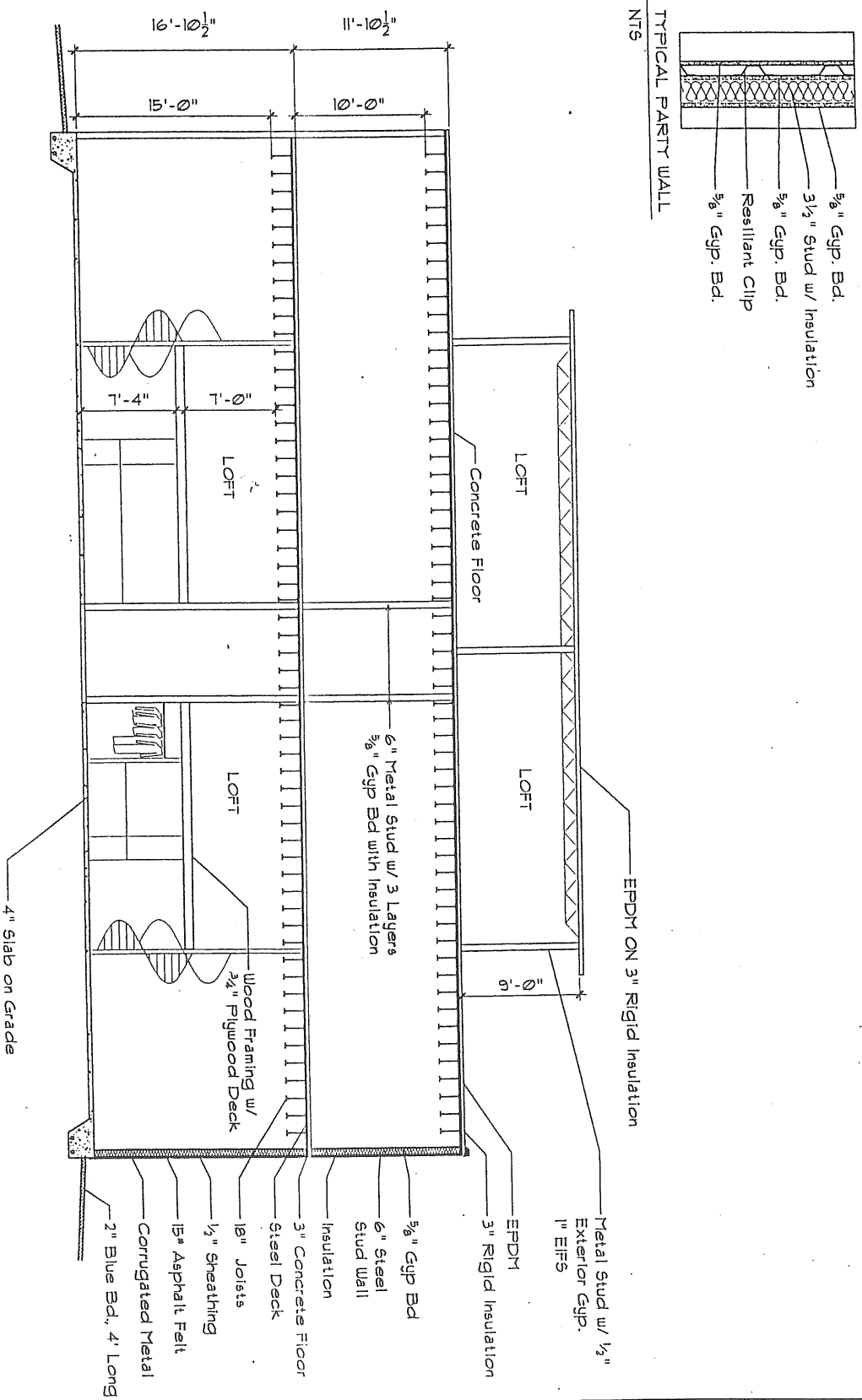
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

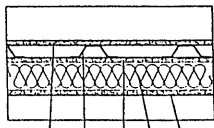
Bass Artist Studios  
Marginal Way, Portland

Side Elevation

47



TYPICAL PARTY WALL  
NTS



- 5/8" Gyp. Bd.
- 3 1/2" Stud w/ Insulation
- 5/8" Gyp. Bd.
- Resilient Clip
- 5/8" Gyp. Bd.

A-7

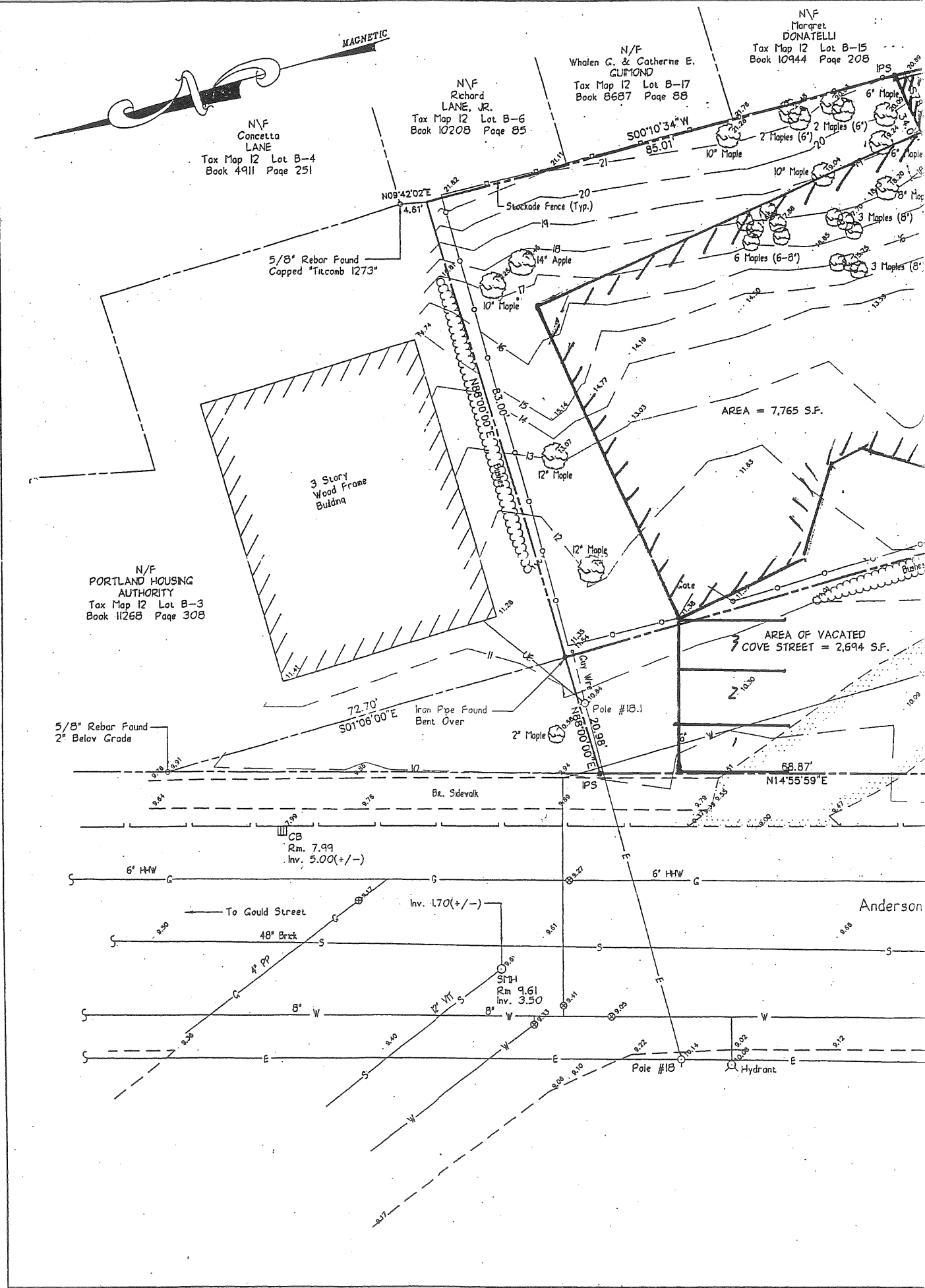
Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Section



MAGNETIC

N/F  
Margaret  
DONATELLI  
Tax Map 12 Lot B-15  
Book 10944 Page 208

N/F  
Whalen G. & Catherine E.  
GURMOND  
Tax Map 12 Lot B-17  
Book 8687 Page 88

N/F  
Richard  
LANE, JR.  
Tax Map 12 Lot B-6  
Book 10208 Page 85

N/F  
Concetta  
LANE  
Tax Map 12 Lot B-4  
Book 4911 Page 251

N/F  
PORTLAND HOUSING  
AUTHORITY  
Tax Map 12 Lot B-3  
Book 11268 Page 308

5/8" Rebar Found  
Capped "Tilcomb 1273"

3 Story  
Wood Frame  
Building

5/8" Rebar Found  
2" Below Grade

Iron Pipe Found  
Bent Over

AREA OF VACATED  
COVE STREET = 2,594 S.F.

AREA = 7,765 S.F.

Brk. Sdewalk

Anderson

48" Brck

8" W  
Rm 9.61  
Inv. 3.50

Hydrant

To Gould Street

Inv. 1.70(+/-)

8" W

8" W

8" W

8" W

8" W

8" W

8" W

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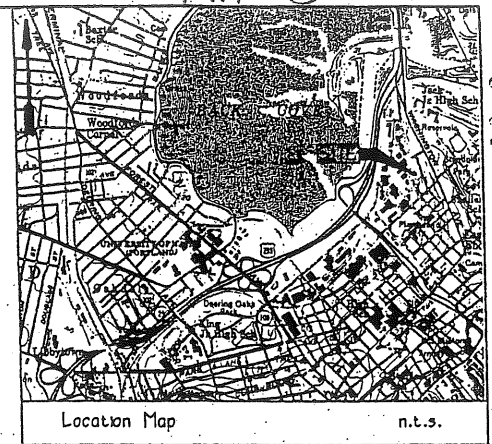
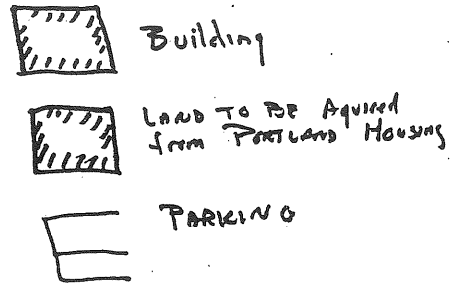
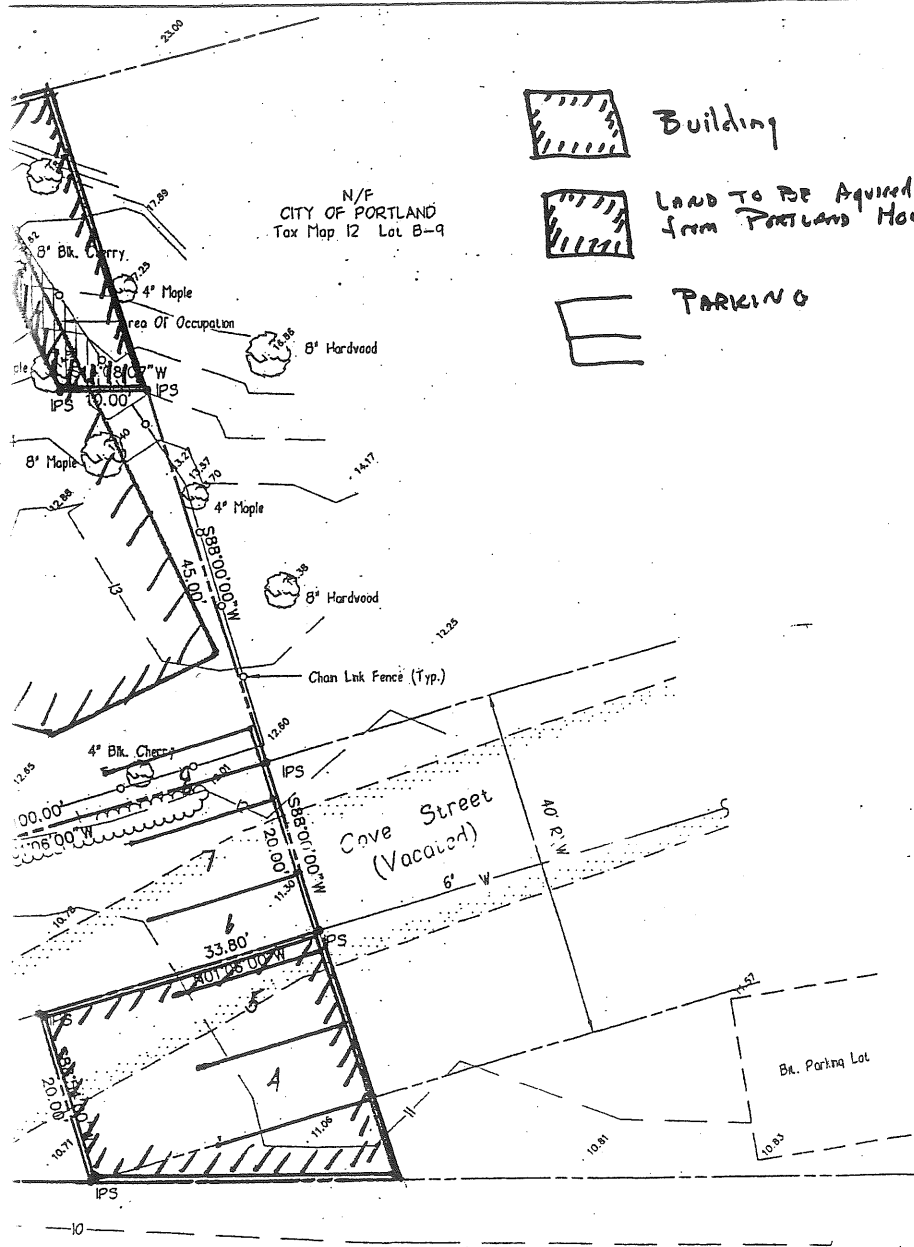
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N/F  
CITY OF PORTLAND  
Tax Map 12 Lot B-9

**GENERAL NOTES:**

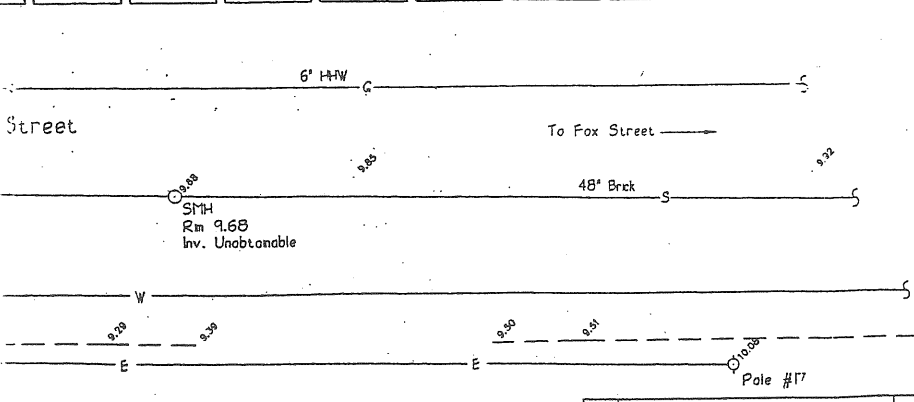
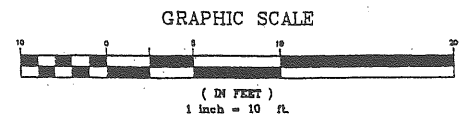
1. RECORD OWNER OF PROPERTY: WHALEN L. GUIMOND I AND CATHERINE E. GUIMOND. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 8687 PAGE 88. PROPERTY IS LOCATED ON THE TOWN OF PORTLAND TAX MAP 12 SHOWN AS SECTION B LOT 5 AND 7.
2. ALL BEARINGS ARE BASED ON PLAN REFERENCE 1.
3. PROPERTY IS LOCATED WITHIN THE B-1 ZONE. ZONING IS SUBJECT TO REVIEW BY THE MUNICIPALITY.
4. UTILITES SHOWN ON PLAN ARE LOCATED APPROXIMATELY AND SHALL BE FIELD VERIFIED PRIOR TO EXCAVATION. LOCATIONS SHOWN ARE BASED ON PHYSICAL LOCATIONS AND/OR MAPS FROM THE RESPECTIVE UTILITY COMPANIES.
5. TOPOGRAPHIC/INSTRUMENT SURVEY PERFORMED BY OEST ASSOCIATES, INC., JANUARY 1995. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM. SEE BENCHMARK ON PLAN.

**PLAN REFERENCE:**

1. 'PLAN OF PROPERTY MADE FOR THE PORTLAND WEST NEIGHBORHOOD PLANNING COUNCIL, PORTLAND, MAINE' DATED AUGUST 26, 1986 BY R.P. TITCOMB ASSOCIATES, INC.

**LEGEND**

- BOUNDARY LINE
- 5/8" REBAR SET CAPPED 'OEST 1245'
- RON PIPE FOUND (AS NOTED)
- UTILITY POLE
- GRANITE CURB
- - - EDGE OF EXIST. PAVEMENT
- - - EDGE OF GRAVEL
- ▣ CATCH BASIN
- SMH SEWER MANHOLE
- S - SANITARY SEWER
- W - WATER MAIN
- G - GAS LINE
- E - OVERHEAD ELECTRIC
- UE - UNDERGROUND ELECTRIC
- SPOT ELEVATIONS
- 10 - CONTOUR



THIS PLAN CONFORMS TO THE STANDARDS ADOPTED BY THE MAINE STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYOR STANDARDS OF PRACTICE, CATEGORY I, CONDITION I AND IS NYALVD WITHOUT AN EMBOSSED SEAL IN THIS AREA BY THE PROFESSIONAL LAND SURVEYOR.

*J. B. Watts* 11/1/95  
JEROME B. WATTS' P.L.S. #1245

						Whalen Guimond 28 Hammond Street Portland, Maine	
						STANDARD BOUNDARY SURVEY	
						Existing Conditions Plan	
						Cove Street Portland, Maine	
B	Revised Property/Added Vacated Cove St.	DR.	J.B. Watts	APP.	11/1/95		
A	To Client For Review	OAG	J.W. Walls	SDH	2/3/95		
REV.	DESCRIPTION	DR. BY	CKD. BY	APP. BY	DATE		
OEST Associates, Inc.						SCALE: P = 10'	PROJECT NO. 2150301
133 Pope Avenue - South Portland, ME 04106						DATE: January 1995	DRAWING NO. C-100
						DES BY: J. Walls	SHEET OF 1 2
						OWN BY: D. Blanchard	FIELD BOOK NO. 92
						CHK BY: J. Walls	

Peoples Heritage Bank, N.A.

One Portland Square  
P.O. Box 9540  
Portland, ME 04112-9540

800-462-3666  
Tel: 207-761-8500

*File*



December 10, 2001

City of Portland  
Planning Department, Kandi Talbot  
389 Congress Street  
Portland, Maine 04101

**RE: Letter of Credit for Random Orbit, LLC**

Dear Kandi:

Enclosed, please find the Letter of Credit for the above-mentioned Borrower. This Letter of Credit will replace the existing Escrow Account.

Should you have any questions or if I may be of further assistance, please feel free to call me at (207) 761-8761.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Hardy".

Dawn Hardy  
Commercial Loan Administrator

cc: Peter Bass, Random Orbit, LLC

*K - Are we sure April 30, 2002  
gives them enough time to complete  
this project?*

*KT approved date*



Peoples Heritage Bank, N.A.

One Portland Square  
P.O. Box 9540  
Portland, ME 04112-9540

1-800-462-3666  
Tel: 207-761-8500



SITE PLAN/SUBDIVISION  
PERFORMANCE GUARANTEE  
LETTER OF CREDIT  
#67682

November 20, 2001

Director of Planning and Urban Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Re: Application of RANDOM ORBIT, LLC for 8 Unit Condominium Development  
at 145-147 Anderson Street, Portland, Maine

Peoples Heritage Bank, N.A. hereby issues its Irrevocable Letter of Credit for the account of Random Orbit, LLC as developer, (hereinafter referred to as "Developer"), in the name of the City of Portland, in the aggregate amount of \$21,760.00. These funds represent the estimated cost of installing site improvements as depicted on the EAST BAYSIDE STUDIOS approved on July 10, 2001 and as required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65.

This Irrevocable Letter of Credit is intended to satisfy the Developer's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development.

The City, through its Director of Planning and Urban Development and in his sole discretion, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at Peoples Heritage Bank, N.A. offices located at One Portland Square, Portland, Maine 04112, stating that:

1. the Developer has failed to satisfactorily complete by April 30, 2002 the work on the improvements contained within the East Bayside Studios approval, dated July 10, 2001 or

2. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
3. the Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
4. the Developer has failed to notify the City for inspections.

In the event of the **Peoples Heritage Bank, N.A.** dishonor of the City of Portland's sight draft, the **Peoples Heritage Bank, N.A.** shall inform the City of Portland in writing of the reason or reasons thereof within three (3) working days of the dishonor.

After all underground work has been completed and inspected to the satisfaction of the Department of Public Works and Planning, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or its Director of Finance as provided in Chapter 14 §501 of the Portland Code of Ordinances, may authorize the **Peoples Heritage Bank, N.A.**, by written certification, to reduce the available amount of the Letter of Credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless within sixty (60) days prior to any expiration, the **Peoples Heritage Bank, N.A.** notifies the City by certified mail (restricted delivery to Duane Kline, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that the **Peoples Heritage Bank, N.A.** elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City, in its sole discretion, may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development, at **Peoples Heritage Bank, N.A.** offices located at **One Portland Square, Portland, Maine 04112** stating that:

1. this drawing results from notification that the **Peoples Heritage Bank, N.A.** has elected not to renew its Letter of Credit No. **67682**; or
2. the Developer has failed to satisfactorily complete by **April 30, 2002** the work on the improvements contained within the **East Bayside Studios** approval, dated **July 10, 2001**; or
3. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or

4. the Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
5. the Developer has failed to notify the City for inspections.

This Letter of Credit will automatically expire upon the earlier of:

1. the **Peoples Heritage Bank, N.A.** receipt of written notification from the City of Portland that said work contained within the **East Bayside Studios approval dated July 10, 2001** and as required by Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 has been completed in accordance with the City of Portland's specifications and the **Peoples Heritage Bank, N.A.** Letter of Credit No. **67682** may be cancelled; or
2. the expiration date of **November 30, 2002** or any automatically extended date as specified herein.

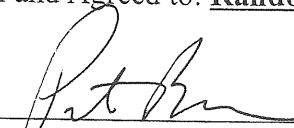
Very truly yours,

**Peoples Heritage Bank, N.A.**

Date: Dec 6, 2001

By:   
**Benjamin C. Geci, Vice President**  
Its Duly Authorized Agent

Seen and Agreed to: **Random Orbit, LLC**

By:   
Peter Bass  
Its Manager

O:\OFFICE\PENNY\SAMPLElocFORM.doc

*Penny Hittell Assoc Corp Counsel 12/18/01*

*Alexander Jones Planning Director 12/19/01*

**ORDER 211**

**AMENDMENT TO ZONING MAP RE: R-6 AND B-1 TO B-5  
REZONING OF COVE AND ANDERSON STREETS  
SPONSORED BY THE PLANNING BOARD  
JAIMEY CARON, CHAIR**

**IN THE CITY COUNCIL**

**MARCH 5, 2001**

Attest:   
Linda C. Cohen, City Clerk

**March 5, 2001: This Order received first reading.**

**March 19, 2001: Motion made by Councilor Smith to accept  
this Order, seconded by Councilor Hibbard.**

**Roll call vote, passed 9-0.**

Peoples Heritage Bank, N.A.

One Portland Square  
P.O. Box 9540  
Portland, ME 04112-9540

1-800-462-3666  
Tel: 207-761-8500

SITE PLAN /SUBDIVISION  
PERFORMANCE GUARANTEE  
ESCROW ACCOUNT



# \_\_\_\_\_

October 5, 2001

Joseph E. Gray, Jr.  
Director of Planning and Urban Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101

RE: Application of Random Orbit LLC for condominium development at 145 – 147  
Anderson Street, Portland, Maine

Dear Mr. Gray:

Peoples Heritage Bank, N.A. hereby certifies to the City of Portland that Peoples Heritage Bank, N.A. will hold the sum of \$21,760.00 in an interest bearing account established with the Bank. This account shall be in the name of the City of Portland and shall represent the estimated cost of installing site improvements as depicted on the East Bayside Studios, approved on July 10, 2001 as required under Portland Code of Ordinances Chapter 14 §§499, 49.5, 525 and Chapter 25 §§46 through 65. It is intended to satisfy the Developer's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development.

Peoples Heritage Bank, N.A. will hold these funds as escrow agent for the benefit of the City subject to the following:

The City, through its Director of Planning and Urban Development and in his sole discretion, may draw against this Escrow Account by presentation of a draft in the event that:

1. the Developer has failed to satisfactorily complete by April 30, 2002 the work on the improvements contained within the East Bayside Studios approval, dated July 10, 2001; or
2. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or



3. the Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
4. the Developer has failed to notify the City for inspections in conjunction with the installation of improvements noted in paragraph one.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless within sixty (60) days prior to any expiration, Peoples Heritage Bank, N.A. notifies the City by certified mail (restricted delivery to Duane Kline, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that Peoples Heritage Bank, N.A. elects not to consider this Letter of Credit renewed for any additional period.

After all underground work has been completed and inspected to the satisfaction of the Department of Public Works and Planning, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or its Director of Finance as provided in Chapter 14 §§501 of the Portland Code of Ordinances, may authorize Peoples Heritage Bank, N.A., by written certification, to reduce the available amount of the escrowed money by a specified amount.

All costs associated with establishing, maintaining and disbursing funds from the Escrow Account shall be borne by Random Orbit, LLC.

This Escrow Account expires on:

1. April 30, 2002 or ninety days following Peoples Heritage Bank, N.A.'s written notice of its expiration as detailed above; or
2. Peoples Heritage Bank, N.A.'s receipt of written notification from the City of Portland that said work contained within the costs estimates approval dated September 26, 2001 and as required by Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 has been completed in accordance with the City of Portland's specifications.

BCG  
PB

Escrow Account Letter  
Random Orbit, LLC  
October 5, 2001  
Page 3

Sincerely,

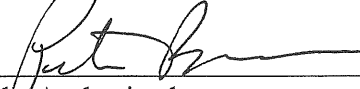
Peoples Heritage Bank, N.A.

By:   
Benjamin C. Geci  
Vice President

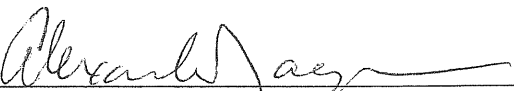
Date: October 11, 2001

Seen and Agreed to:

Random Orbit, LLC

By:   
Duly Authorized

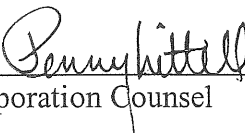
Reviewed pursuant to Portland Code of Ordinances, Chapter 14 §§501, 525:

By:   
Director of Planning and Urban Development

Date: 10/22/01

By: \_\_\_\_\_  
Director of Finance

Date: \_\_\_\_\_

By:   
Corporation Counsel

Date: 10/22/01

BCG/dh

CITY OF PORTLAND, MAINE  
MEMORANDUM

TO: Chair Caron and Members of the Portland Planning Board

FROM: Kandice Talbot, Planner

DATE: June 12, 2001

SUBJECT: East Bayside Studios; Artist Live/Work Condominiums  
145 Anderson Street; Random Orbit, LLC, Applicant

Introduction

Random Orbit, LLC is requesting review of a 10,570 sq. ft. building. The building will consist of eight (8) units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 11,790 sq. ft. The site is zoned B-5 and the project will be reviewed under the Site Plan and Subdivision Ordinance.

As the Board is aware, the Planning Board held a public hearing on February 13, 2001, at which time the Board voted unanimously to recommend that the property located at the 145 Anderson Street be rezoned from B-1 to B-5 to allow artist live/work space. The City Council approved the zone change on March 19, 2001.

Access/Circulation

Access to the site is from Anderson Street through a 26 ft. wide driveway. The applicant is proposing 8 parking spaces at the front of the proposed building. The Portland Water District has an easement running through the discontinued Cove Street. This easement is located under the parking area. The applicant is also proposing bituminous sidewalk along the frontage and granite curb at the entrance radii.

Drainage and Utilities

The applicant is proposing to grade the property so that drainage will sheet flow from the rear of the property towards Anderson Street. The Development Review Coordinator has reviewed the plans and found them to be generally acceptable, however there is no provision for erosion control on the plan. The DRC is recommending that the applicant revise the plans to show appropriately located silt fencing and a construction entrance. These measures should be installed to prevent erosion and release of mud and sediment onto the street or adjacent property.

The applicant has submitted a geotechnical evaluation of the subsurface conditions and foundation requirements. When borings were drilled at the site, fill was encountered at the site. The fill is described as loose to medium dense, dark brown to black silty sand with various amounts of wood, organics, bricks, ash and gravel. Some of this fill is considered unsuitable for the construction of the building and will need to be removed. The DRC is recommending that at the start of excavation, the DRC should be contacted and that the removal of unsuitable materials and replacement of suitable materials should be observed by the DRC prior to the completion of other surface restoration measures. The DRC's memo is included as Attachment 8.

The applicant is proposing to connect to existing utilities within Anderson Street. The applicant shall supply staff with utility capacity letters from the Portland Water District and the Portland Sewer Division.

Public Works has reviewed the plans and is recommending a number of items. First, the applicant should be made aware of the associated fees related to excavation within the Public right of way and connection into City sewer. They should contact Carol Merritt for the respective fees.

Also, a note should appear on the plan that indicates that the contractor must contact Public Works when making the sanitary connection into the 48" dia. brick sewer in Anderson St. In addition, a note should be specified that the connection into the sanitary main shall be "core drilled" so that the integrity of the City's brick sewer is not compromised. Public Works is also requiring that the applicant supply a plan specifying all of the "construction details" specific to work within the Public right of way, such as new sidewalk, curb installation, pipe trenching in the street, sewer connection, etc. Public Works' memo is included as Attachment 9.

#### Lighting

At this time, the applicant is not proposing any new lighting for the site.

#### Landscaping

The applicant is proposing that the existing landscaping on the site is adequate. The City Arborist is currently reviewing the plan, however, there does appear to be an opportunity to install landscaping along the foundation at the front of the building and also to provide street trees along Anderson Street.

#### Building Design

The applicant is proposing a three-story 10,017 sq. ft. artist live/work building. The building will consist of eight (8) units for artist live/work area and will be sold as condominiums. The total floor area will consist of 4,520 sq. ft. on the two main floors and 960 sq. ft. within the penthouse/loft area. The facade of the building will consist of galvanized corrugated metal with insulated glass aluminum frames around the windows. Elevations of the building are included as Attachment 6.

#### Public Hearing

Items to be addressed prior to the public hearing are as follows:

1. DRC's comments regarding erosion control and implementation of the geotechnical recommendations.
2. Public Works' comments regarding details and connection to City sewer
3. Landscaping
4. Capacity Letters

Attachments:

1. Site Plan Application
2. Applicant's Written Submittal
3. Vicinity Map
4. Letter of Financial Capability
5. Deeds
6. Building Elevations and Floor Plans
7. Geotechnical Evaluation
8. DRC's memo dated June 5, 2001
9. Public Works' memo dated June 7, 2001
10. Plans





**CITY OF PORTLAND**

13 June 2001

Mr. Peter Bass,  
Random Orbit, LLC,  
70 Merrill Street,  
Portland, Maine 04101

**RE: The Capacity to Handle Wastewater Flows,  
From 145 Anderson Street, Site of a Proposed  
Eight One-Bedroom Unit Residential Building.**

Dear Mr. Bass:

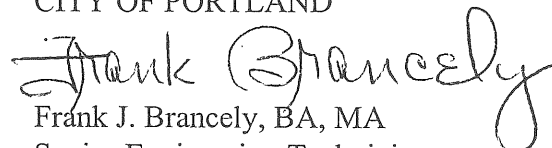
The forty-eight inch diameter brick sewer pipe, located in Anderson Street has adequate capacity to transport the anticipated wastewater flows of 1440 GPD, from your proposed one bedroom, eight-unit residential building. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of 1440 GPD, from your proposed one bedroom, eight-unit residential building.

**Anticipated Wastewater Flows from the Residential Building**

Proposed Eight Unit Residential Building @ 180 GPD/Unit	= 1440 GPD
<b>Total Proposed Increase in Wastewater Flows for this Project</b>	<b>= 1440 GPD</b>

If I can be of further assistance, please call me at 874-8832.

Sincerely,  
CITY OF PORTLAND

  
Frank J. Brancely, BA, MA  
Senior Engineering Technician

FJB

CC: Alexander Q. Jaegerman, Acting Co-Director, Department of Planning, & Urban Development, City of Portland  
Kandice S. Talbot, Planner, Dept. of Planning, & Urban Development, City of Portland  
Katherine A. Staples, PE, Engineering Manager, City of Portland  
Bradley A. Roland, PE, Environmental Projects Engineer, City of Portland  
Anthony W. Lombardo, PE, Project Engineer, City of Portland  
Stephen K. Harris, Assistant Engineer, City of Portland  
Desk File

O:\Engshare\FJB\Capacity Letters  
C:\Frank's\Capacity Letters

# Fax Transmission Cover Sheet

Date: 9/21/2001

To: JAY Reynolds

From: PETER BASS  
RANDOM ORBIT LLC/ VEGA PROPERTY SERVICES

70 Merrill St.

Portland, Me 04101

Telephone and Fax # (207)772-6005

E-mail lbl@maine.rr.com

RE: Performance Bond - EAST Bayside Studios  
145 Anderson St.

You should receive 3 page(s), including this cover sheet. If you do not receive all the pages please call (207)772-6005

Department of Planning and Urban Development  
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 9/21/2001

Name of Project: EAST BAYSIDE STUDIOS

Address/Location: 145-147 Anderson St.

Developer: RANDOM ORBIT LLC - PETER BASS

Form of Performance Guarantee: Escrow with Bank

Type of Development: Subdivision + Site Plan (Major/Minor) Major

TO BE FILLED OUT BY THE APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road	<u>1</u>	<u>2500</u>	<u>2500</u>			
Granite Curbing	<u>35</u>	<u>40</u>	<u>1400</u>			
Sidewalks	<u>450 SF</u>	<u>4.50</u>	<u>2100</u>			
Esplanades	<u>NA</u>					
Monuments	<u>NA</u>					
Street Lighting	<u>NA</u>					
Street Opening Repairs	<u>1</u>	<u>5000</u>	<u>5000</u>			
Other <u>PARKING PAVEMENT</u>				<u>1</u>		<u>3,300</u>
2. EARTH WORK						
Cut	<u>NA</u>					
Fill	<u>NA</u>					
3. SANITARY SEWER						
Manholes	<u>NA</u>					
Piping						
Connections				<u>30</u>	<u>80</u>	<u>2400</u>
Main Line Piping				<u>1</u>	<u>2000</u>	<u>2000</u>
House Sewer Service Piping				<u>NA</u>		
Pump Stations				<u>NA</u>		
Other				<u>NA</u>		
4. WATER MAINS						
5. STORM DRAINAGE						
Manholes	<u>NA</u>					
Catchbasins						
Piping						
Detention Basin						
Stormwater Quality Units						
Other						

6. SITE LIGHTING					
7. EROSION CONTROL					
Silt Fence					
Check Dams				1	500
Ripe Inlet/Outlet Protection				NA	15
Level Lip Spreader					
Slope Stabilization					
Geotextile					
Hay Bale Barriers					
Catch Basin Inlet Protection				✓	
8. RECREATION AND OPEN SPACE AMENITIES	NA				
9. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)			<del>2500</del>		2500
10. MISCELLANEOUS					
TOTAL:		11,060			10,700
GRAND TOTAL:		21,760.00			

INSPECTION FEE (to be filled out by the City)

	PUBLIC	PRIVATE	TOTAL
A: 2.0% of totals:	221.00	214.00	435.00
or			
B: Alternative Assessment:			
Assessed by:	(name)	(name)	

approved 9/26/01 by Jay Reynolds

**From:** Jeff Tarling  
**To:** Kandi Talbot  
**Date:** Wed, Sep 5, 2001 3:27 PM  
**Subject:** Re: 145 Anderson Street

kandi,

I reviewed this last week, we made a change by changing a shrub to a tree, but overall, it looked good !

Jeff tarling



**From:** Anthony Lombardo  
**To:** Kandi Talbot  
**Date:** Tue, Aug 28, 2001 1:58 PM  
**Subject:** 145 Anderson St

The detail sheet looks complete.

**From:** "Steve Bushey" <SBushey@DelucaHoffman.com>  
**To:** "Kandi Talbot (E-mail)" <KCOTE@ci.portland.me.us>  
**Date:** Tue, Jun 5, 2001 9:21 AM  
**Subject:** 145 Anderson Street

Kandi,

I have reviewed the Site plan by Random Orbit for 145 Anderson Street. The plan is generally acceptable, however there is no provisions for erosion control on the plan.

I recommend the plan be revised to show the appropriately located silt fencing and a construction entrance. These measures should be installed to prevent erosion and release of mud and sediment onto the street or adjacent property. When dewatering open excavations the contractor should be required to discharge into a settling basin or a manufactured device such as a Dirtbag. The open discharge of dewatering water should not go into the street of the City's system without treatment or the approval of the Public Works Dept.

The approval should also include specific conditions regarding the implementation of the Geotechnical recommendations. The removal of unsuitable materials and replacement of unsuitable materials should be observed by the DRC or Code Enforcement dept. prior to the completion of other surface restoration measures.

Is any landscaping required?

The applicant should provide evidence of temporary construction easements for work on the adjacent properties for grading etc.

The Public Works Dept. should sign off on the sewer connection and any increased runoff to the combined sewer system in Anderson Street.

If you have any questions please call.

Steve Bushey, Technical reviewer

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

2001-0092

Application I. D. Number

Random Orbit, LLC

Applicant

70 Merrill St, Portland, ME 04101

Applicant's Mailing Address

Bass, Peter

Consultant/Agent

Applicant Ph: (207) 772-6005 Applicant Fax: (207) 772-6005

Applicant or Agent Daytime Telephone, Fax

5/18/01

Application Date

10,570 SqFt New Building

Project Name/Description

145 - 145 Anderson St, Portland, Maine

Address of Proposed Site

012 N003001

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) Artist Live/Work

10,570

Proposed Building square Feet or # of Units

Acreage 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 Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_

Fees Paid: Site Plan \$500.00 Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date 5/18/01

Planning Approval Status:

Reviewer \_\_\_\_\_

- Approved  Approved w/Conditions See Attached  Denied

Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

OK to Issue Building Permit \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

Performance Guarantee  Required\*  Not Required

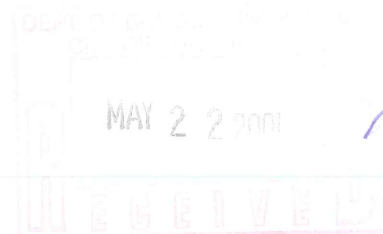
\* No building permit may be issued until a performance guarantee has been submitted as indicated below

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

ADDENDUM TO SITE REVIEW APPLICATION

East Bayside Studios  
145 Anderson St.

Random Orbit LLC  
Peter Bass



**STORMWATER ASSESSMENT**  
**PROPOSED EAST BAYSIDE STUDIOS**

145-147 Anderson Street, Portland, Maine

May 16, 2001

By

**Stephen W. Tibbetts, P.E.**

108 Maine Street • Brunswick, Maine

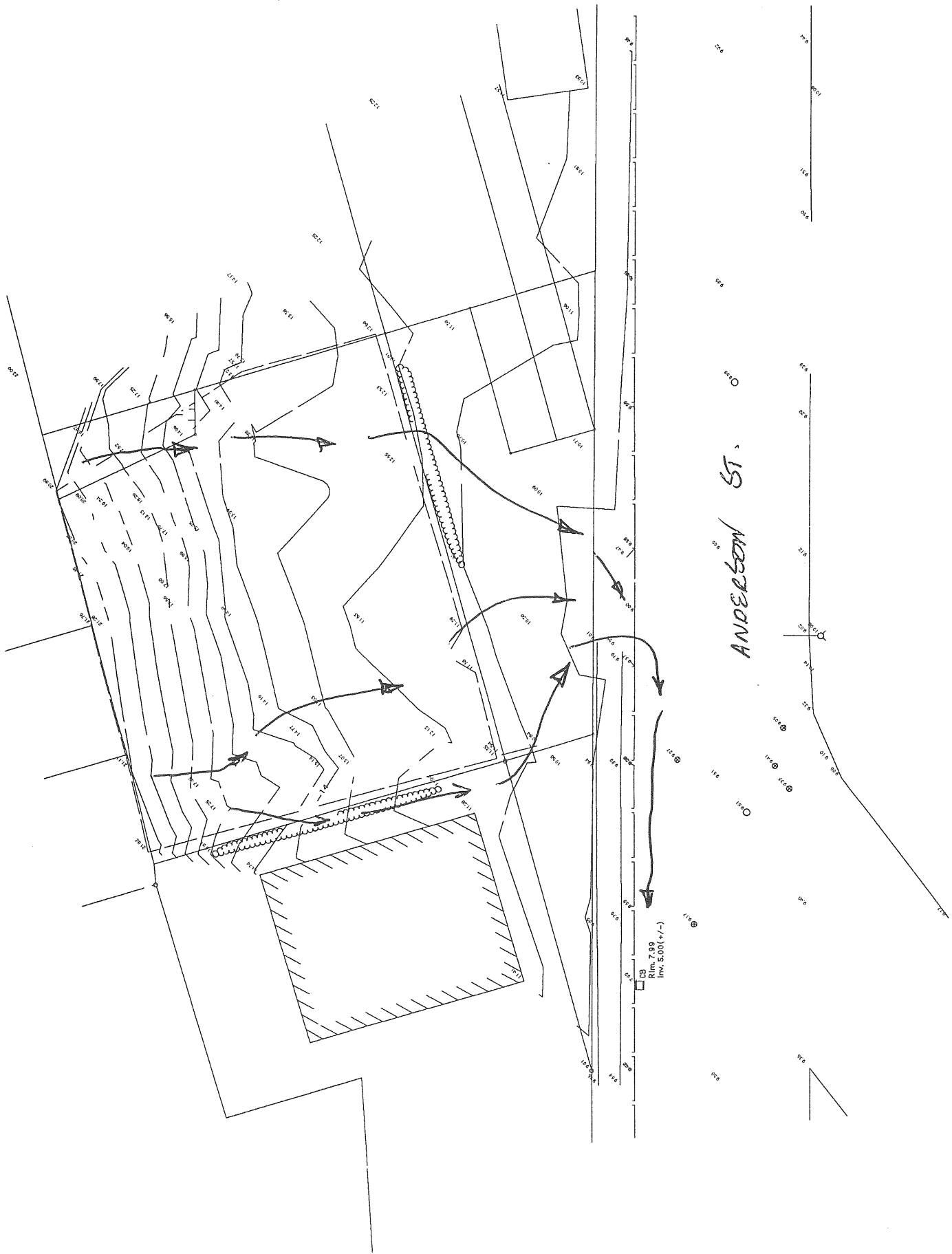
**DESCRIPTION OF EXISTING DRAINAGE PATTERNS:**

Figure 1 shows the existing drainage patterns on the 11,700 square foot lot. Surface water drainage flows from the back of the lot to the front where it enters Anderson Street. Once on Anderson Street, it flows to the north where it enters an existing catch basin 55 feet north of the property line. The soils on the site are extremely poorly drained, consisting of marine clay fill. As a result, runoff rates are currently high due to the imperviousness of this soil cover.

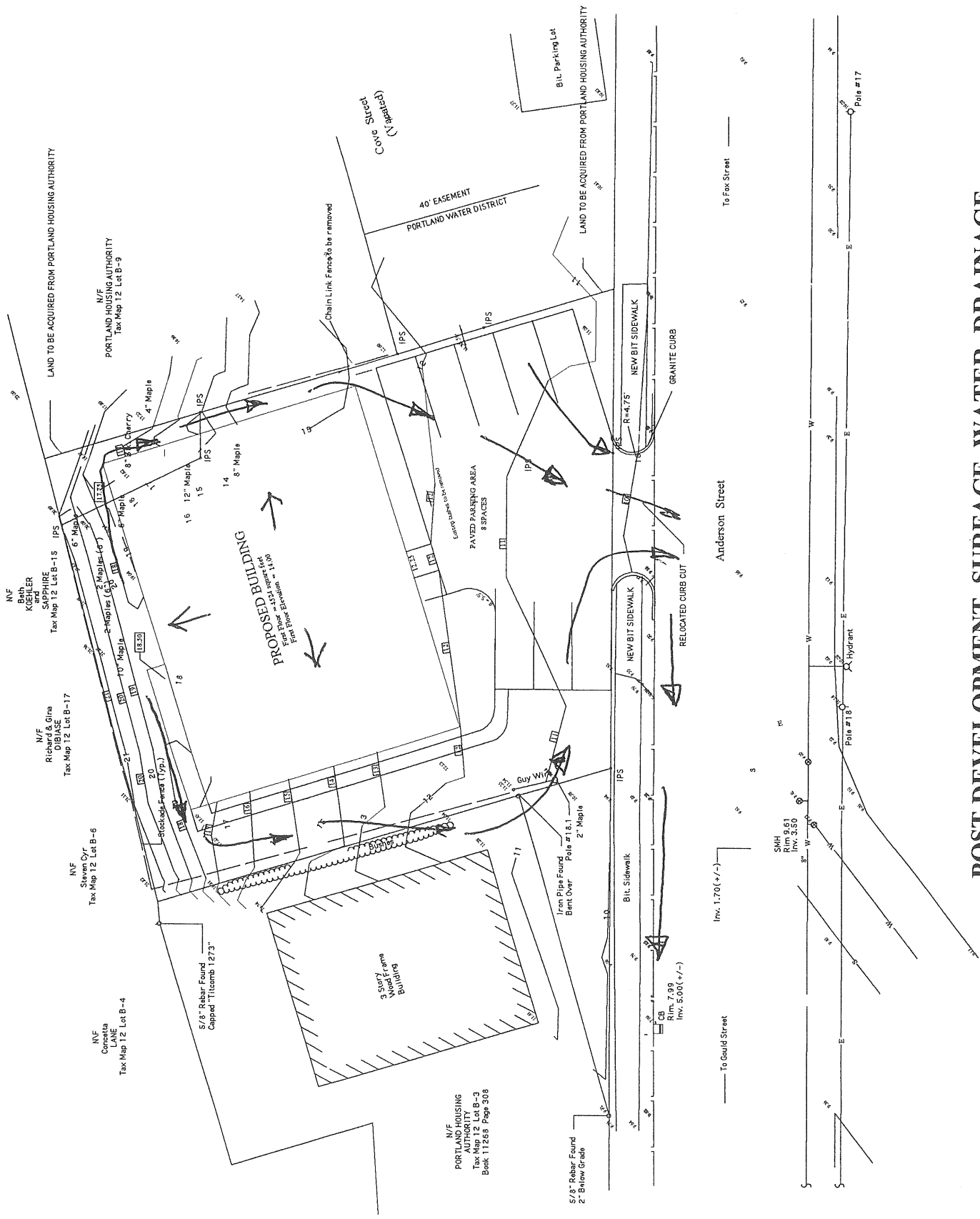
**DESCRIPTION OF POSTDEVELOPMENT DRAINAGE:**

Figure 2 shows the post development surface water drainage patterns after the proposed building and parking have been built. The site will be graded to insure that surface water flows from around the back of the building following alongside the building until it reaches the front parking area. From here it will flow out of the driveway entrance where it will flow along Anderson street to the north until it reaches the existing catch basin. Post development drainage patterns will remain essentially unchanged from the existing conditions. No other storm water management measures are proposed for this project.





**EXISTING SURFACE WATER DRAINAGE**  
 SCALE: 1" = 30'



**POST DEVELOPMENT SURFACE WATER DRAINAGE**  
**SCALE: 1" = 30'**

INF Bath KUBLER SAPHIRE Tax Map 12 Lot B-15  
 LAND TO BE ACQUIRED FROM PORTLAND HOUSING AUTHORITY

W/F Richard & Gira OBIASE Tax Map 12 Lot B-17

INF Steven Oyr Tax Map 12 Lot B-6

INF Conesta LANE Tax Map 12 Lot B-4

M/F PORTLAND HOUSING AUTHORITY Tax Map 12 Lot B-9

M/F PORTLAND HOUSING AUTHORITY Tax Map 12 Lot B-3 Book 11268 Page 308

To Gould Street

Anderson Street

To Fox Street

SMH Rim 9.61 Inv. 3.50

CB Rim. 7.99 Inv. 5.00 (+/-)

5/8" Rebar Found 2" Below Grade

Iron Pipe Found Bent Over Pole #1 8.1 2" Maple

PROPOSED DRAINAGE  
 East Block - 1234th Street Lot  
 First Block Elevation = 11.00

3 Story Wood Frame Building

PAVED PARKING AREA 8 SPACES

40' EASEMENT PORTLAND WATER DISTRICT

LAND TO BE ACQUIRED FROM PORTLAND HOUSING AUTHORITY

B.I. Parking Lot

Chain Link Fence to be removed

CONE STREET (to be abated)

NEW BIT SIDEWALK R=4.75'

RELOCATED CURB CUT

NEW BIT SIDEWALK

Hydrant Pole #18

Pole #17

# CITY OF PORTLAND, MAINE

---

## PLANNING BOARD

Jaimey Caron, Chair  
Deborah Krichels, Vice Chair  
Kenneth M. Cole III  
Cyrus Y. Hagge  
Erin Rodriguez  
Mark Malone  
Orlando E. Delogu

February 14, 2001

Peter Bass  
70 Merrill Street  
Portland, ME 04101

Re: 145 Anderson Street (CBL#012-B-5, 7, and 18)

Dear Mr. Bass:

On February 13, 2001 the Planning Board voted unanimously (6-0, Cole absent) to recommend the proposed B-5 rezoning of the properties along Anderson and Cove Streets, between Gould Street and Fox Street as shown on Attachment 1a, to the City Council.

The City Council is tentatively scheduled to vote on the rezoning on Monday, March 19, 2001.

If there are any questions, please contact the Planning Staff.

Sincerely,



Jaimey Caron, Chair  
Portland Planning Board

cc: Alexander Jaegerman, Chief Planner  
✓ Kandice Talbot, Planner  
P. Samuel Hoffses, Building Inspector  
Marge Schmuckal, Zoning Administrator  
Tony Lombardo, Project Engineer  
Jay Reynolds, Development Review Coordinator  
William Bray, Director of Public Works  
Jeff Tarling, City Arborist  
Penny Littell, Associate Corporation Counsel  
Lt. Gaylen McDougall, Fire Prevention  
Inspection Department  
Lee Urban, Director of Economic Development  
Don Hall, Appraiser, Assessor's Office  
Susan Doughty, Assessor's Office  
Approval Letter File

**ZONE CHANGE REQUEST**

**B-1 NEIGHBORHOOD BUSINESS TO B-5 URBAN COMMERCIAL MIXED USE ZONE**

**145 ANDERSON STREET**

Submitted to:

Portland Planning Board  
Portland, Maine

February 13, 2001

## **I. INTRODUCTION**

Peter Bass, Vega Property Services is requesting a zone change for the property located at 145 Anderson Street to allow live/work space aimed primarily at artists. The current zoning of the site is B-1 Neighborhood Business. The B-1 zone does not allow combined living/working spaces for artists. The applicant's submittal is included as Attachment 4.

In 1994, this parcel was rezoned from R-6 to B-1 to permit the construction and operation of a lunch counter restaurant. The restaurant was never built.

At the January 9th workshop meeting, the Planning Board decided to advertise the additional properties along Anderson and Cove Street between Gould Street and Fox Street for rezoning from R-6 to B-5. In 1994, this area was rezoned from R-6 to B-1 by the City Council, however, the change was never made to the zoning map, so at this time the zoning remains R-6 for these properties.

194 notices were sent to area property owners. Two notices of the Public Hearing appeared in the Portland Press Herald. The notice was posted in the City Clerk's office fourteen days prior to the public hearing.

## **II. FINDINGS**

Current Zoning:	R-6 Residential/B-1 Neighborhood Business
Proposed Zoning:	B-5 Urban Commercial Mixed Use Zone
Existing Use:	Vacant
Proposed Use:	Eight units of live/work space for artists
Size of Site:	10,500 sq. ft.

## **III. EXISTING USES**

The area bisected by Cove and Anderson Streets is zoned R-6 and I-Lb Low Impact Industrial and, similar to other areas in the East Bayside neighborhood, contains a mixture of industrial, commercial and residential uses. The closest residential use is a multi-family building located directly adjacent to the Bass parcel to the north. The strongest residential presence is located to the south of Fox Street in Kennedy Park and to the east along Hammond Street. There is a distinct separation between the more industrial uses of Cove and Anderson Streets and the residences of Hammond Street. This separation is created by a sharp change in topography. It is this topographical difference, rather than the zone boundary, which defines and delineates the change from residential to commercial/industrial uses.

The industrial/commercial uses in the vicinity include the Portland Housing Authority maintenance facility, screen printing, valve services, hardware consultants, and Emerson Apparatus.

The vicinity map, included as Attachment 2 denotes the various uses in the area.

## **IV. DEVELOPMENT PLAN**

The applicant is proposing to develop eight units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 10,500 sq. ft. The units would



range from 1,000 sq. ft. to 1,130 sq. ft. on two floors with a total of about 9,000 sq. ft. The applicant is proposing eight parking spaces for the project. Proposed elevations are included as Attachment 4m.

The site is constricted by a couple of items. The front of the site consists of a portion of Cove Street, which was vacated in 1995. This portion of the site contains a Portland Water District right-of-way because of a water line and structures are not allowed in this area. The rear of the property is restricted by a sharp topographical change. Therefore, the applicant is proposing the building in the center of the site, with the proposed parking in the front.

## V. ZONING POLICY ANALYSIS

As mentioned previously, the site is zoned B-1 Neighborhood Business. The applicant would like to provide combined live/work spaces for artists.

The City's Comprehensive Plan encourages combined live/work spaces for artists. The *Downtown Vision Plan*, adopted in 1991, contains the following policy for Portland's Arts and Cultural community:

*"Support the cultural community by retaining and expanding performance and exhibition space, housing, studio space, and office/support space for artists, institutions, and organizations."*

The *Portland's Arts District Plan*, which was adopted in 1996, also encourages live/work spaces for artists. Recommendation III.20 states:

*"City agencies and the Arts District Interim Group should provide technical and financial support for initial pilot projects to create ownership opportunities for artists' living and working space in the Arts District."*

The *Portland's Arts District Plan* then goes on to state in Recommendation III.21:

*"A longer-term plan for the development of artists' living and working space should be completed by PACA based on the experience gained through the development of local pilot projects."*

The *Celebrating Community: A Cultural Plan for Portland, Maine*, was adopted in 1998 by the City Council. To achieve the mission and based on the principles of *Celebrating Community*, *Celebrating Community* has 7 goals. Goal 4 states:

*"Encourage and safeguard artists' continuing presence in the community."*

The Ideas for Action of Goal 4 states:

*"Encourage and develop live/work and work spaces for artists, controlled by artists."*

The purpose of the B-5 zone is:

*“To provide zones in areas of the peninsula near the central business district where a mixture of uses, including marine, industrial, commercial, and residential, is encouraged. The B-5 and B-5b zones are characterized by larger undeveloped lots with greater potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings.”*

Combined living/working spaces, including but not limited to artist residences with studio space is a permitted use in the B-5 zone. This area contains a variety of different uses as mentioned earlier in the memo. There are no setback requirements in the B-5 zone. No off-street parking is required in the B-5 zone, so the proposed eight parking spaces would be adequate.

The only concern is that if this project did not go forward, a more high intensity use would be allowed on this site. The B-5 zone was intended for larger, undeveloped lots; this lot is small, and surrounded by intensively developed lots.

### III. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the Vega Property Services, the policies of the B-5 Urban Commercial Mixed Use Zone, Comprehensive Plan, the information provided in Planning Board Report #7-01, and/or other findings as follows:

- i. The Board finds that the proposed B-5 Rezoning [is or is not] consistent with the policies of the B-5 Urban Commercial Mixed Use Zone and Comprehensive Plan of the City of Portland. The Planning Board therefore [recommends or does not recommend] to the City Council approval of the proposed B-5 rezoning at 145-147 Anderson Street as shown on Attachment 1.

or

- ii. The Board finds that the proposed B-5 Rezoning [is or is not] consistent with the policies of the B-5 Urban Commercial Mixed Use Zone and Comprehensive Plan of the City of Portland. The Planning Board therefore [recommends or does not recommend] to the City Council the approval of the proposed B-5 rezoning of the properties along Anderson and Cove Streets, between Gould Street and Fox Street as shown on Attachment 1a.

6-0  
Cole absent

#### Attachments:

1. Zoning Map
2. Vicinity Map
3. Zone Change Application
4. Applicant's Submittal
5. Plan

5

R3

Att. 1

R3

R3

Cove Cr.

B1

ILD

site

Anderson Street

Anderson Street

B2

Anderson Street

Anderson Street

R0S

Anderson Street

B

R3

Att. 1a

5

R3

R40

Cove St.

B1

ILB

Anderson Street

R-6/B-1 Area  
to B-5

Oliver Street

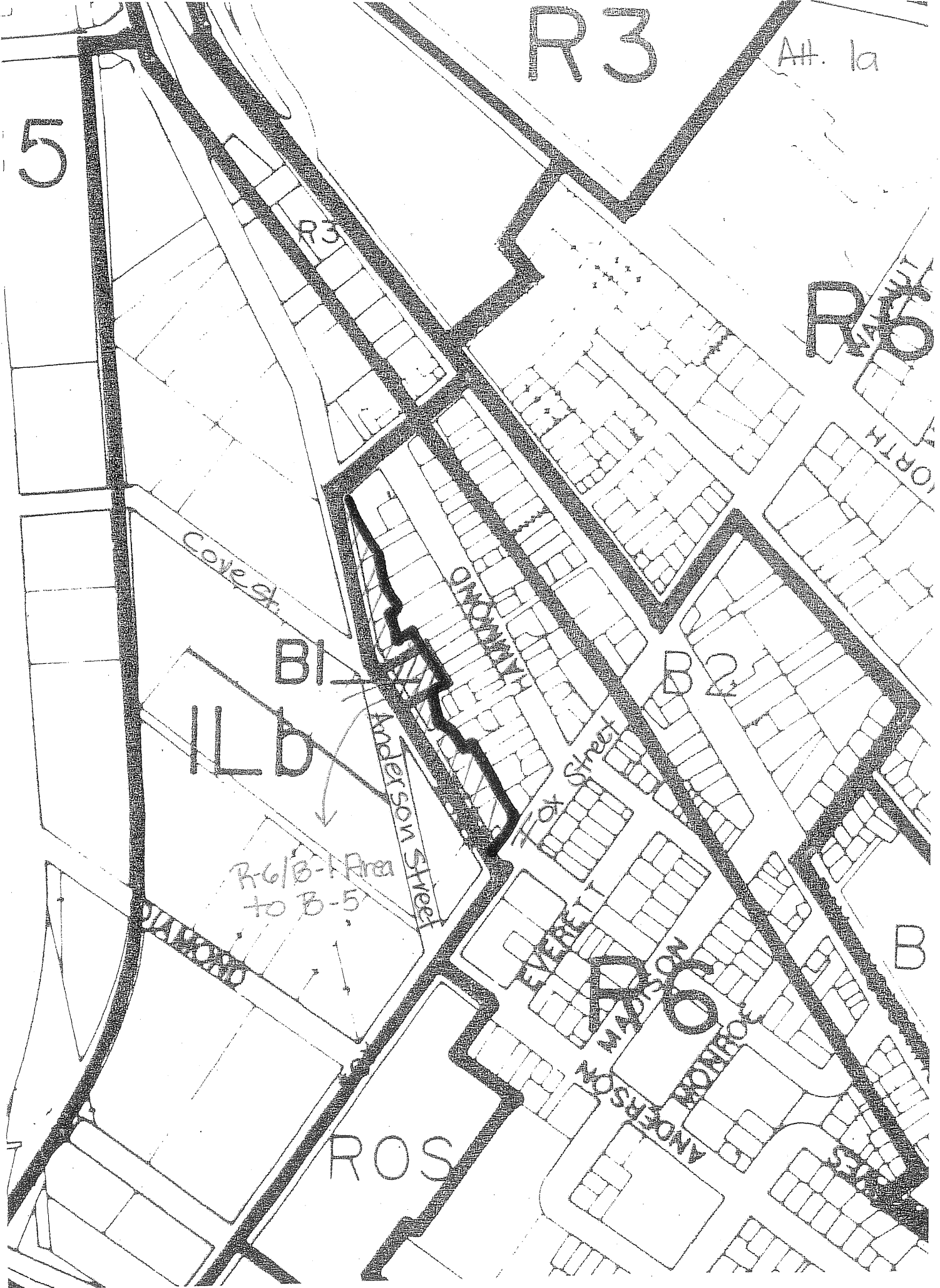
B2

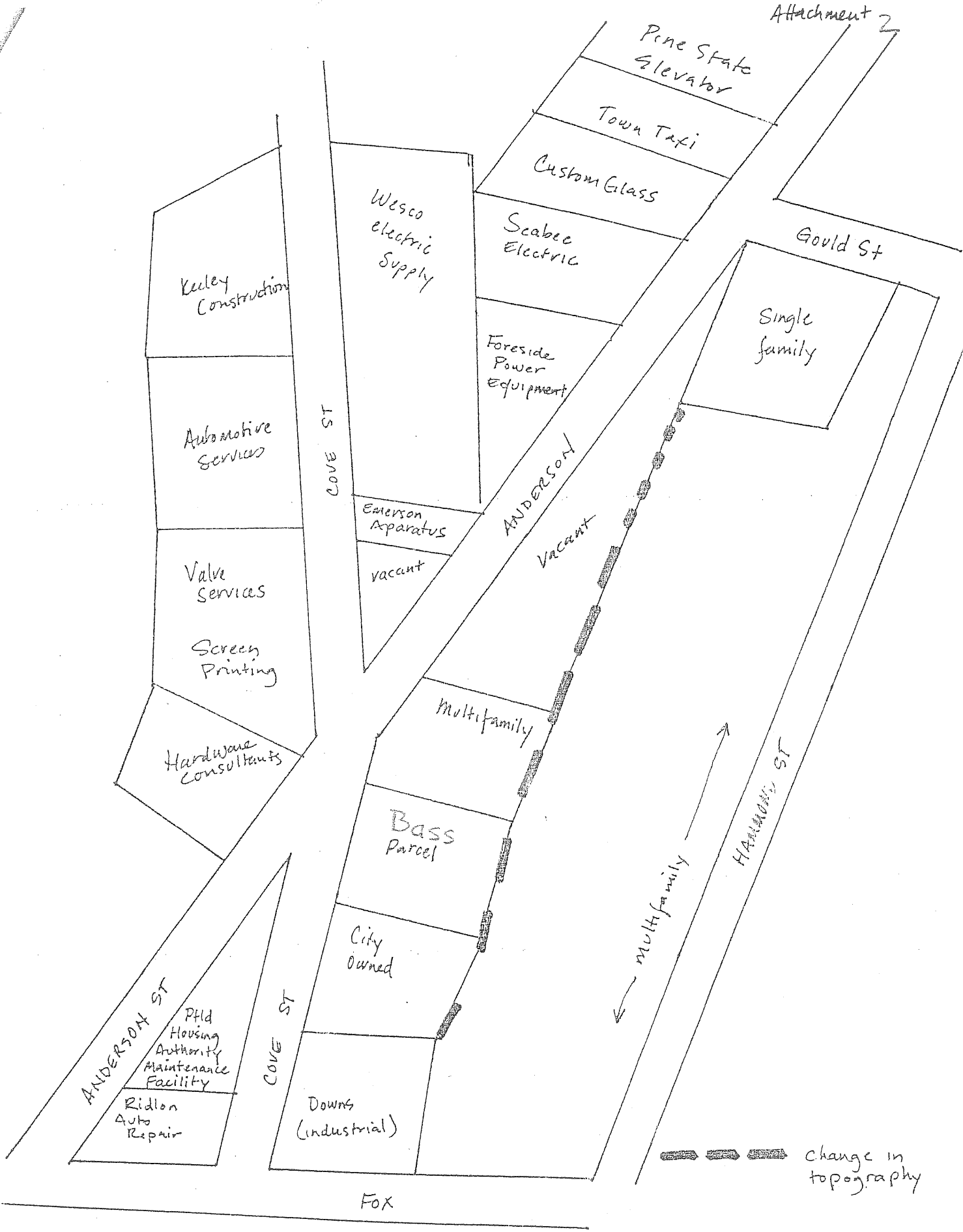
Fox Street

NORTH

B

R0S







AH. 3

APPLICATION FOR ZONING AMENDMENT  
City of Portland, Maine  
Department of Planning and Urban Development  
Portland Planning Board

1. Applicant Information:

PETER BASS  
Name

70 MERRILL ST  
Address

PORTLAND 04101

772-6005 772-6005  
Phone Fax

2. Subject Property:

145-147 Anderson St.  
Address

12 B 5,7,18  
Assessor's Reference (Chart-Block-Lot)

3. Property Owner:  Applicant  Other

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Fax

4. Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

OWNER

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)



6. Existing Use:

Describe the existing use of the subject property: Vacant lot

7. Current Zoning Designation(s): B1

8. Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

I propose to build 9 units of artist live/work space. I plan to have some on site parking.

The building will have 3 stories with a total of 12,000 - 13,000 square feet.

9. Sketch Plan: On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. Proposed Zoning: Please check all that apply:

A.  Zoning Map Amendment, from B1 to B5

B.  Zoning Text Amendment to Section 14-\_\_\_\_\_

For Zoning Text Amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example), and language to be added is depicted with underline (example).

OR C.  Conditional or Contract Zone THAT solves parking issues

A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan and compatible with the surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

11. Application Fee: A fee for this application for a zoning amendment must be submitted, by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Public Hearing Notice as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

3b

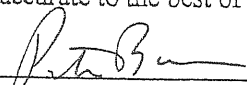
	<u>1-25 Units</u>	<u>26-50 Units</u>	<u>51-75 Units</u>	<u>75 &amp; Over</u>
Residential Zones	\$350.00	\$400.00	\$450.00	\$500.00
Nonresidential Zones	\$350.00	\$400.00	\$450.00	\$500.00
	0-15,000 sq. ft. or 0-5 acres (whichever is less)	15,000-30,000 sq. ft. or 6-10 acres (whichever is less)	30,000-45,000 sq. ft. or 10-15 acres (whichever is less)	45,000-60,000 sq. ft. or 15-20 acres (whichever is less)

- Legal Advertisements (one for workshop and one for public hearing) percent of total bill
- Notices (one for workshop and one for public hearing) 40 cents each
- Text Amendments \$300.00

\_\_\_\_\_ Amount of Fee

12. Signature: The above information is true and accurate to the best of my knowledge.

11/13/2000  
Date of Filing

  
Signature of Applicant

**Further Information:**

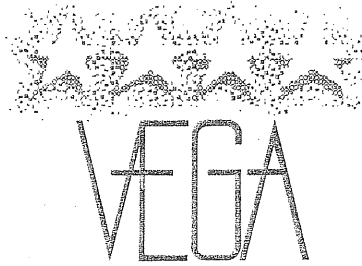
Please contact the Planning Office for further information regarding the rezoning process. Applicants are encouraged to make an appointment to discuss their rezoning requests before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the rezoning application which can provide additional background or context information, and describe the proposed rezoning and reasons for the request in a manner that best suits the situation.

In the event of withdrawal of the zoning amendment application by the applicant in writing prior to the submission of the advertisement copy to the newspaper to announce the public hearing, a refund of two-thirds of the amount of the zone change fee will be made to the applicant by the City of Portland.

Portland Planning Board  
Portland, Maine

Effective: July 6, 1998



PROPERTY SERVICES

70 MERRILL STREET  
PORTLAND, ME 04101  
207/772-6005  
207/839-3824

12/26/2000

To Portland Planning Staff;

I am proposing to develop eight units of live/work space aimed primarily at artists, on a lot of approximately 11,500 square feet of currently vacant land at 145-147 Anderson St. My initial concept is to have units from 1000-1130 square feet on two floors, with a total of about 9,000 square feet. I propose some parking at the front of the lot on the vacated area of Cove St. I have negotiated with the Portland Housing to buy a small amount of land as indicated on the drawing, to straighten the boundary line and therefore make setbacks easier.

The current zoning of this parcel is B1. It was changed not long ago from R6 by the previous owner to accommodate a restaurant. Most of this side of Anderson St. is zoned R6 although the existing uses more closely resemble the IL zoning on the opposite side of the street. There is one residential use next to my parcel, a 6 unit owned by the Portland Housing Authority. This area is mixed use and clearly transitional from residential to commercial/light industrial.

This parcel has some problems fulfilling some B1/R6 requirements for parking and setbacks. The front of the lot is vacated Cove St. This has a Portland Water District right of way because of a water line and is therefore unbuildable. This condition and the slope of the lot won't allow me to move the building forward to the front and have parking at the rear. I also do not have enough space to park 2 cars per unit. I will need to park as many cars as possible in front of the building. Parking at the front of the building, although not an ideal, is consistent with the neighborhood since nearly all of the light industrial buildings have at least some if not all of their parking in

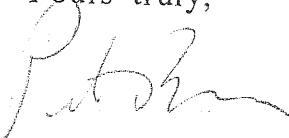
4a

front of the building. There are two significant trees on the left side of the property that would be worth making an effort to save. This could be accomplished by rotating the building slightly and therefore intruding on R-6 setback dimensions.

I am requesting a zone change to B5 or a contract zone that would resolve these issues for my parcel and land acquired from Portland Housing Authority. I feel that this is an appropriate change since B5 is a mixed use zone that appears to encourage artist live/work studio space yet has no off street parking requirements or side and rear yard setbacks. Also, the areas currently designated as B5 seem to have the same transitional mixed uses as this area of Anderson St. The B5 zone is also within close proximity to this site.

I feel that with this zone change I can successfully develop artist work/live spaces, a goal described in the city's planning documents, without disturbing an existing neighborhood and by fitting in with the existing mixed use.

Yours truly,



Peter Bass

# MAP 12

SHEET 10-C

46

SHEET 23-A



(A)

(B)

(C)

(D)

(E)

(I)

(J)

(K)

(L)

(M)

(R)

(O)

WARRANTY DEED  
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, that WHALEN L. GUIMOND II, also known as Whalen Guimond, and CATHERINE E. GUIMOND, both of Portland, County of Cumberland, State of Maine, being husband and wife, for consideration paid, grant to PETER L. BASS of Gorham, County of Cumberland, State of Maine, whose mailing address is 70 Merrill Street, Portland, Maine 04101, with warranty covenants the land in Portland, County of Cumberland, State of Maine, described as follows:

Three certain lots or parcels of land with any buildings thereon situated on or near the easterly side of Anderson Street, in said Portland, Maine, and bounded and described as follows:

Parcel One: A certain lot or parcel of real estate situated in Portland in the County of Cumberland and State of Maine and more particularly described as, viz: "Land on the East side of West Cove St., Nos. 31-33, Portland, Maine, City Assessors' Plan 12, Block B, Lot 7, Area 4100 sq. ft.", as further described in a deed to Nellie Roberts dated September 30, 1912 recorded in the Cumberland County Registry of Deeds in Book 902, Page 73, as more specifically described below.

Parcel Two: A certain parcel of land, situated in Portland, Cumberland County, Maine, containing about four thousand (4000) square feet of land, and bounded and described as follows, viz: Beginning at the southerly corner of lot formerly of one Joseph Nelson, conveyed to said Nelson by deed of Max Robinson and Rudolph E. Brill by deed dated July 24, 1912, and recorded in the Cumberland County Registry of Deeds, Book 855, Page 309; thence running easterly on the southerly side line of said Nelson land eighty-three (83) feet more or less to a fence; thence southerly along said fence forty-five (45) feet more or less to the lot conveyed by Carmela C. Rossetti to Nellie Roberts; thence westerly along said Roberts lot to the easterly side line of Cove Street eighty-two feet, more or less; thence northerly along said Cove Street forty-five (45) feet more or less to the point of beginning, as more specifically described below.

Said Parcel One and the adjacent Parcel Two are further specifically described as a single combined parcel as follows, based on the "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510, with this more specific description to supplement and be substituted for the above descriptions for Parcel One and Parcel Two, and



to be controlling in the case of any discrepancy:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, along land now or formerly of the City of Portland described as Tax Map 12, Lot B-9, 45.00 feet to a 5/8 inch rebar set; thence, N 14°08'07" E, continuing along said land of the City of Portland, 10.00 feet to a 5/8 inch rebar set; thence, N 78°48'34" E, continuing along said land of the City of Portland, 34.00 feet to a 5/8 inch rebar set; thence, N 00°10'34" E, 85.01 feet to a point which is S 09°42'02" W 4.61 feet of a 5/8 rebar found capped "Titcomb 1273"; thence, from the point described S 88°00'00" W, along land now or formerly of Portland Housing Authority as described in a deed recorded in said Registry in Book 11268, Page 308, 83.00 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 7,765 square feet.

Parcels One and Two herein being the same parcels conveyed to the Grantors herein as the second and third parcels in a deed from Judith Redmond Arbuckle dated March 17, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8687, Page 88.

Parcel Three: A certain parcel of land situated in Portland, County of Cumberland and State of Maine and consisting of a portion of the now discontinued Cove Street, bounded and described as follows:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, S 88°00'00" W,

4e

through Cove Street, 20.00 feet to a 5/8 inch rebar set; thence, N 01°06'00" W, along the centerline of said Cove Street, 33.80 feet to a 5/8 inch rebar set; thence, S 88°54'00" W, through Cove Street, 20.00 feet to a 5/8 inch rebar set on the easterly sideline of Anderson Street; thence, N 14°55'59" E, along Anderson Street, 68.87 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, through Cove Street, 20.98 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 2,694 square feet.

Being a portion of the discontinued Cove Street as shown on plan entitled "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510. Reference is made to the Order of Discontinuance by the City of Portland dated August 7, 1995, an attested copy of which is recorded in the Cumberland County registry of Deeds in Book 12303, Page 241, a Municipal Quitclaim Deed from the City of Portland to the Grantors herein dated February 17, 2000 and recorded in said Registry in Book 15330, Page 146, and a deed from Portland Housing Authority to Grantor Whalen Guimond dated January 17, 1996 and recorded in said Registry in Book 12315, Page 121. Grantors herein intend to convey and hereby do convey to Grantee herein all interest acquired by either or both of them by virtue of the above referenced deeds.

This conveyance of Parcel Three is made SUBJECT TO a public easement retained in the Order of Discontinuance, an attested copy of which is recorded in said Registry in Book 12303, Page 241, and SUBJECT TO an easement granted by Grantors herein to Portland Water District by deed dated February 2, 1996 and recorded in said Registry in Book 123812, Page 57, a corrective and confirming deed dated February 18, 2000, recorded in said Registry in Book 15330, Page 143, and a corrective and confirming deed of even or near even date herewith, to be recorded in said Registry.

WITNESS our hands and seals this 17<sup>th</sup> day of the month of March, 2000.

4f

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Barbara Vestal

Whalen L. Guimond II

Whalen L. Guimond II  
a/k/a Whalen Guimond

to both

Catherine E. Guimond

Catherine E. Guimond

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Whalen L. Guimond II and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara Vestal

Attorney at Law/Notary Public

Printed name: BARBARA A. VESTAL

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Catherine E. Guimond and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara Vestal

Attorney at Law/Notary Public

Printed name: Barbara A. Vestal

RECEIVED  
RECORDED REGISTRY OF DEEDS  
2000 MAR 17 PM 3: 37

CUMBERLAND COUNTY  
John B. O'Brien

49

WAIVER AND RELEASE OF CONTINGENCY

WHEREAS, the City of Portland, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "CITY") and Portland Housing Development Corporation of 14 Baxter Boulevard, City of Portland, County of Cumberland, Maine (hereinafter referred to as "Purchaser"), entered into a Purchase and Sale Agreement dated June 5, 1996 affecting property in the area of 11-21 and 25-29 Cove Street, which property is more particularly described as tax map and lots 12-C-1 and 12-B-9 (hereinafter the "property"); and

WHEREAS, Paragraph 6(d) of said Purchase and Sale Agreement states that the Agreement is subject to the contingency that "[t]he property shall not be used for residential development"; and

WHEREAS, no restriction precluding the property's use for residential development was placed in the deed from CITY to Purchaser, which was recorded in Cumberland County Registry of Deeds in Book 12639, Page 206, at the time of sale; and

WHEREAS, the CITY no longer desires or intends to restrict the property from being used for residential development and, in fact, as a matter of policy is now encouraging residential development in that portion of the City;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the CITY, intending to be legally bound, clarifies that to the extent the limitation of said Paragraph 6(d) of said Purchase and Sale Agreement had any continuing effect after closing, it now hereby waives and releases the contingency that the property shall not be used for residential development. The Purchaser, its successors and assigns, are no longer prohibited from using the property for residential development by virtue of any provision contained in the Purchase and Sale Agreement dated June 5, 1996.

CITY OF PORTLAND

Sonia S. Bean  
Witness

By: Robert B. Ganley  
Robert B. Ganley  
City Manager

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PURCHASE AND SALE AGREEMENT

AGREEMENT made this 8<sup>th</sup> day of December, 2000, between PETER L. BASS of 70 Merrill Street, Portland, Maine (hereinafter referred to as "Buyer"), and PORTLAND HOUSING AUTHORITY and PORTLAND HOUSING DEVELOPMENT CORPORATION, of 14 Baxter Boulevard, Portland, Maine (hereinafter collectively referred to as "Seller").

The parties hereto agree, warrant, and covenant as follows:

1. Purchase and Sale. The Seller agrees to sell and the Buyer agrees to buy the following described real estate situated in the City of Portland, County of Cumberland, and State of Maine, to wit:

Two certain lots or parcels of land, with no buildings thereon situated adjacent to 145-147 Anderson Street, Portland, Maine, which are northerly of the line formed by extension of the southerly sideline of 145-147 Anderson Street (holding the same course of S 88°00'00" W) easterly to the rear boundary line of property now or formerly of Margaret Donatelli (Book 10944, Page 208) and westerly to the easterly sideline of Anderson Street (as illustrated on the attached diagram).

2. Purchase Price. The total purchase price for the premises shall be \$2,000 and shall be paid by the Buyer as follows: \$100 as earnest money and in part payment on account of the purchase price in the form of a personal check upon execution of this Agreement, and the balance of \$1,900 to be paid in cash or by certified check or bank check at closing.

3. Deed to the Premises. The Seller agrees to deliver a duly executed good and sufficient Quitclaim Deed with Covenant in accordance with Maine practice conveying the premises to Buyer. Buyer, at Buyer's expense, shall prepare the Quitclaim Deed for execution by Seller, and Buyer shall pay Seller's share of transfer taxes. The premises shall be conveyed subject to easements of record and subject to existing building, land use and zoning laws.

4. Closing. Transfer of title and possession to the premises shall occur on or before that date which is 15 days after Buyer notifies Seller that it has satisfied the contingencies contained in Paragraph 12, but if those contingencies have not been satisfied by July 1, 2001, Seller may, at its option, terminate this contract.

5. Contingency for Title to Premises. Buyer's obligation to purchase hereunder is contingent upon the title to

the premises being good, marketable title free and clear of all encumbrances and encroachments except as specified in Paragraph 3 above. Provided, however, that if the condition of the title deviates from this, then, at Buyer's option, the time for closing may be extended for a period of thirty (30) days and Seller shall use reasonable efforts to remove any defects in title or to make the premises conform to the provisions hereof. If Seller is not able to remedy title within this time period, Buyer may terminate this Agreement and receive a return of his earnest money deposit or opt to accept such title as Seller can deliver, without any reduction in the purchase price.

6. Seller's Default. In the event the Seller fails to consummate the sale of property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in the Seller to terminate the transaction contemplated by this Agreement, and Buyer shall have fully performed all of his obligations under this Agreement, Buyer, at his option, may elect to declare this Agreement null and void, Buyer shall be refunded the full deposit paid hereunder, and Buyer and Seller shall be fully discharged and relieved from the terms and obligations of this Agreement.

7. Buyer's Default. In the event Buyer fails to consummate the purchase of the property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, and Seller shall have fully performed all of his obligations under this Agreement, Seller shall retain the deposit as liquidated damages, which retention by Seller of the deposit shall not be as a penalty, and all obligations of the parties to one another shall cease and this Agreement shall be null and void.

8. Prorations. Real estate taxes for the tax year of closing shall be prorated as of the time of transfer of title, based upon a fiscal year for the City of Portland.

9. General Conditions. The following general conditions shall affect this Agreement:

a. Casualty. The risk of loss or damage to said premises by fire or otherwise until transfer of title hereunder is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated.



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b. Brokerage. Buyer and Seller stipulate that no real estate broker has been involved in this transaction and no brokerage fee is due to any entity.

c. Entire Agreement. This is the entire Agreement between the parties, covering everything agreed upon or understood in this transaction. There are no oral or prior written promises, conditions, representations, agreements, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereto or in effect between the parties. No change or addition may be made to this Agreement except by written agreement executed by the parties hereto. Captions are included for convenience of reference only.

d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of the personal representatives, successors, administrators, and assigns of the parties hereto.

e. Time of the Essence. Buyer and Seller covenant and agree that time is of the essence in this Agreement.

10. Seller's Acceptance. Seller shall have until December 12, 2000 at 5:00 p.m. to accept this offer and execute this Agreement. If Seller does not accept the offer by that date, the earnest money deposit shall promptly be returned to Buyer.

11. Contingencies. Seller's obligation to perform pursuant to this Agreement is contingent upon the following:

a. Buyer, at its expense, securing from the City of Portland a waiver or release from the contingency contained in the Purchase and Sale Agreement between the City of Portland and Portland Housing Development Corporation dated June 5, 1996 affecting the property contained in Tax Map 12, Lot B-9 stating that "The property shall not be used for residential development", to the extent, if any, that it would otherwise be applicable. The release shall state that the City is waiving any right to object to its use for residential development by virtue of that Purchase and Sale Agreement.

b. Buyer, at its expense, obtaining approvals from the City of Portland upon terms and conditions acceptable to

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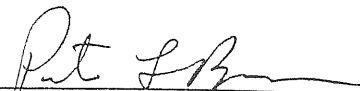
Buyer to develop the premises at 145-147 Anderson Street and all adjacent property under the same ownership for an 8 or more unit structure containing live/work space aimed primarily at artists.

12. Authority. Seller's obligations hereunder are also subject to formal ratification of this Agreement by Seller's governing boards. Executive Director/President Peter Howe shall seek ratification of this Agreement within 30 days of the effective date hereof, and shall notify Buyer of action taken by the governing boards as soon as possible.

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

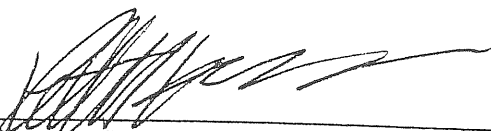
BUYER:

11/29/2000  
Date

  
Peter L. Bass

SELLER:  
PORTLAND HOUSING AUTHORITY and  
PORTLAND HOUSING DEVELOPMENT  
CORPORATION

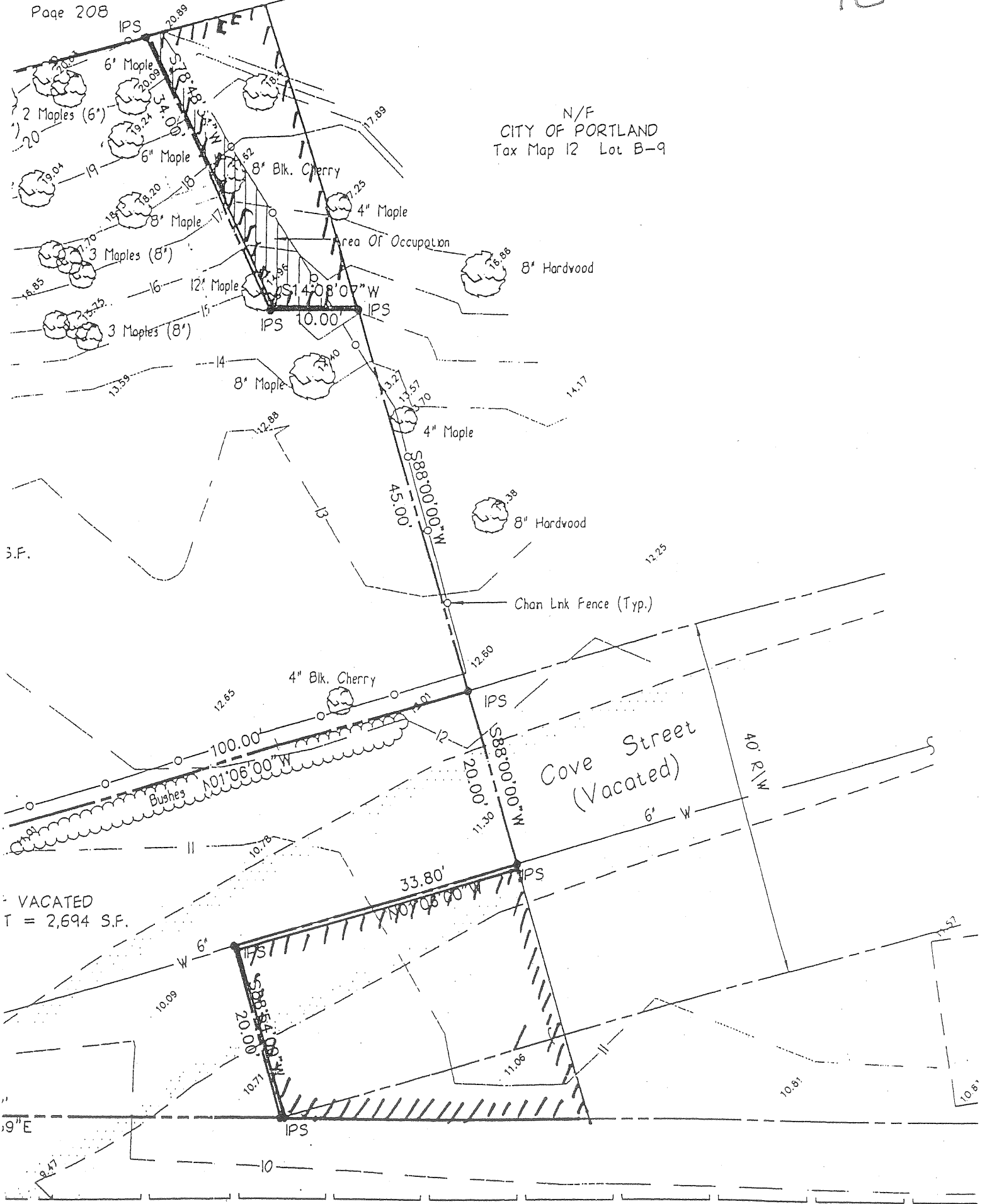
12/8/00  
Date

By:   
Peter A. Howe, Executive Director/President

qret  
TELLI  
Lot B-15  
Page 208

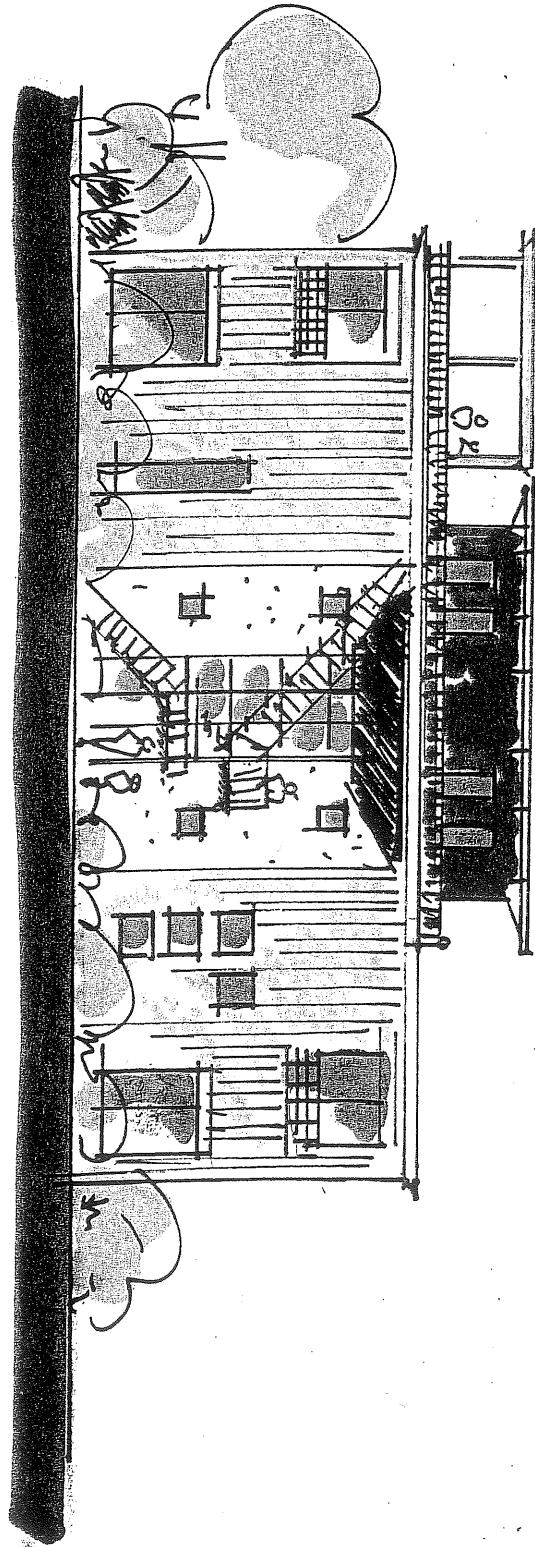
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N/F  
CITY OF PORTLAND  
Tax Map 12 Lot B-9

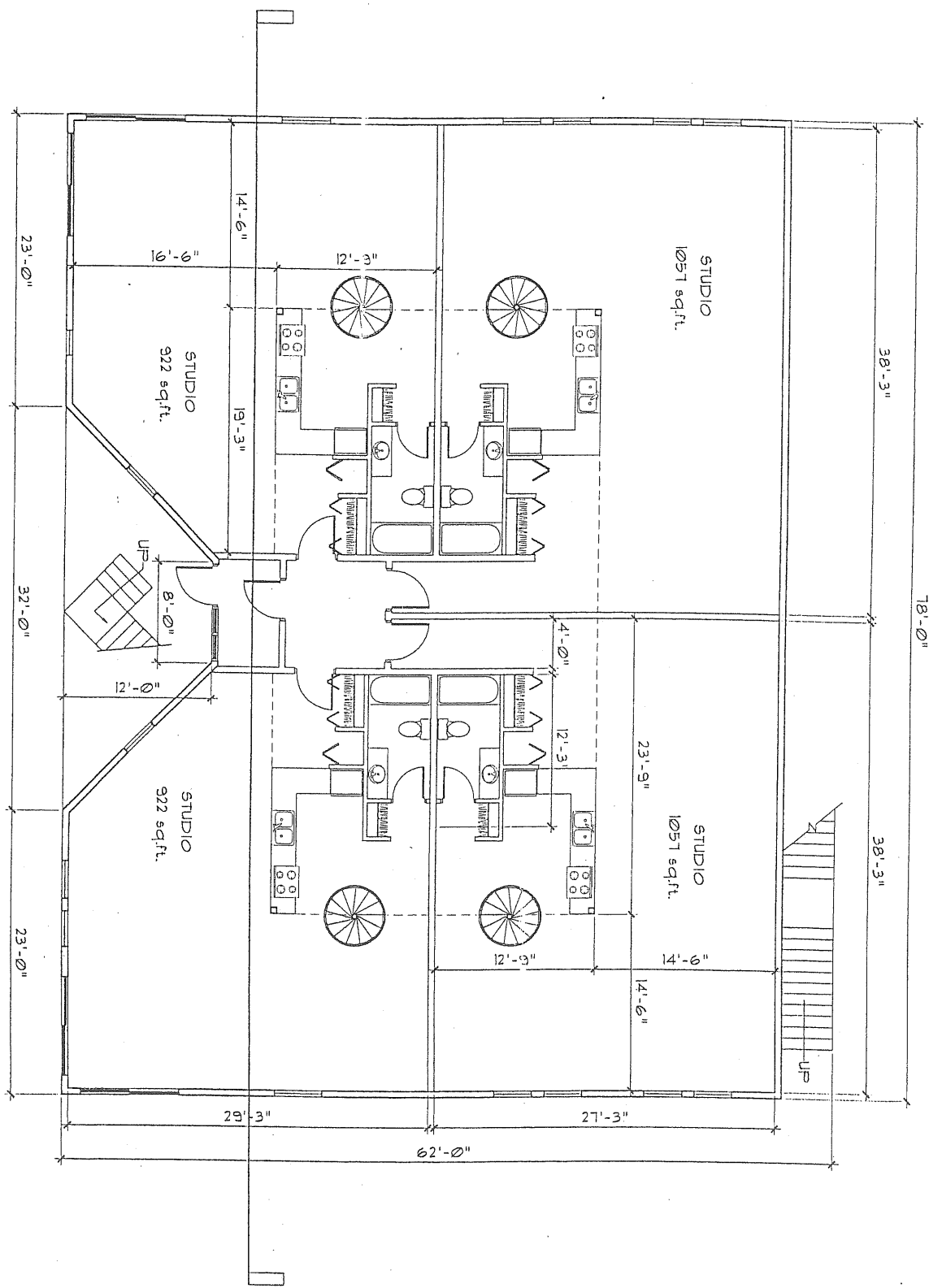


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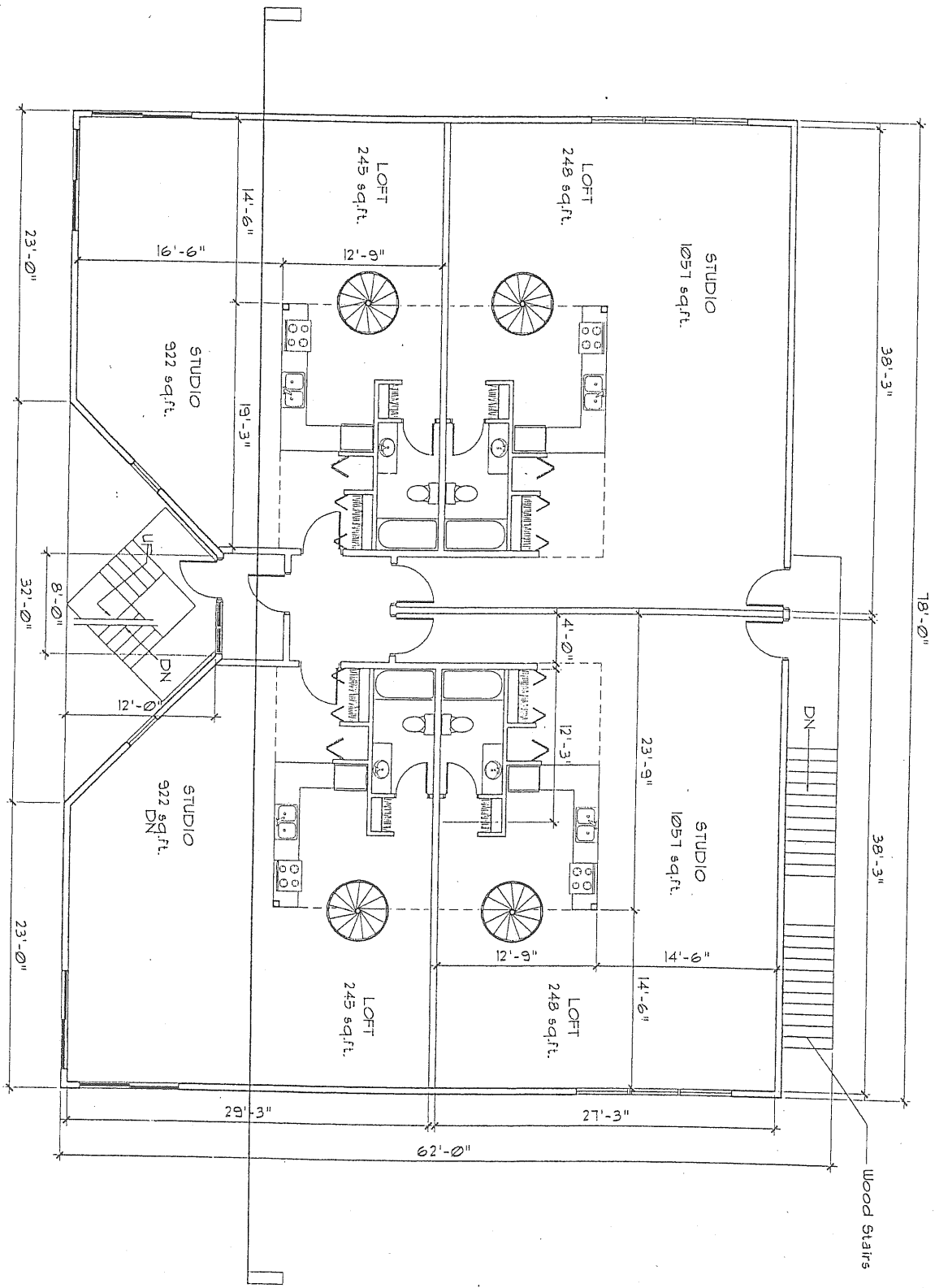
Am



4w



<b>A-1</b>	<b>ARCHETYPE, P.A.</b> <b>ARCHITECTS</b> 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	<b>Bass Artist Studios</b> Marginal Way, Portland
	Scale: 1/8"=1'-0" December 22	<b>First Floor Plan</b>



A-2

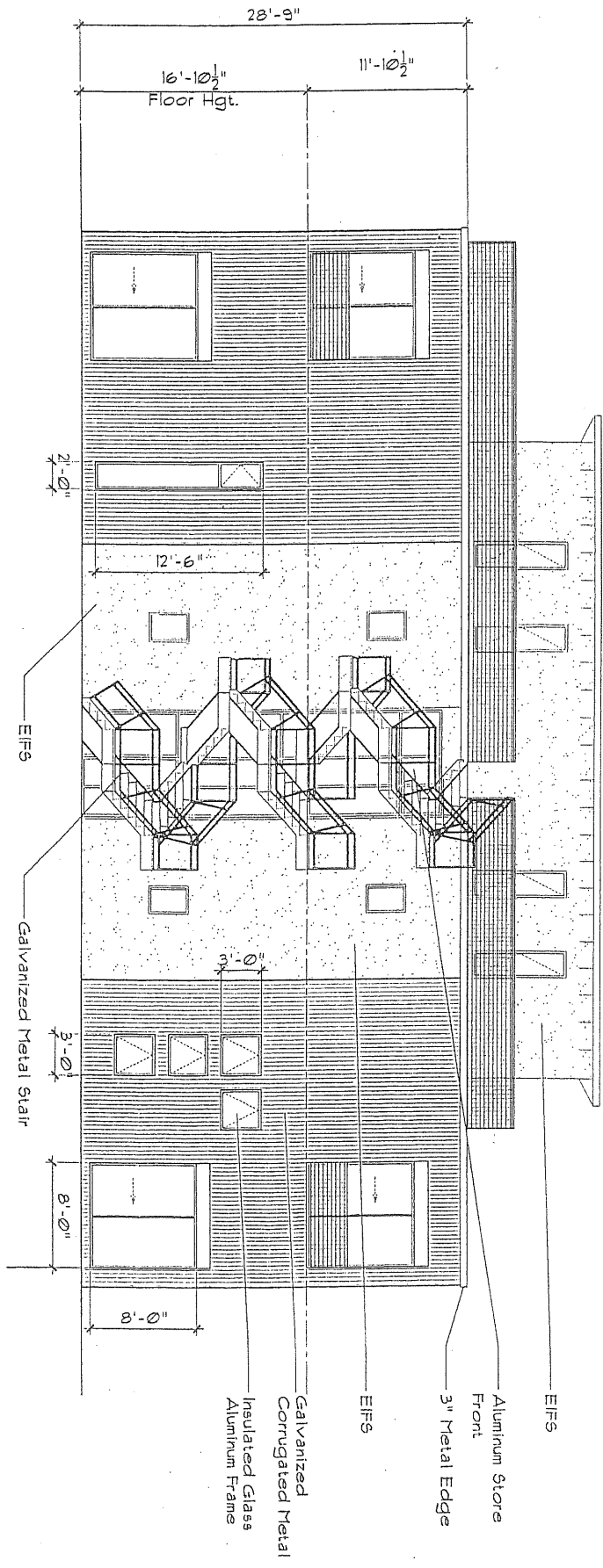
ARCHETYPE, P.A.  
 ARCHITECTS  
 48 Union Wharf Portland, Maine 04101  
 (207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
 Marginal Way, Portland  
 Second Floor Plan

Scale: 1/8"=1'-0"  
 December 22



4P



A-3

Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

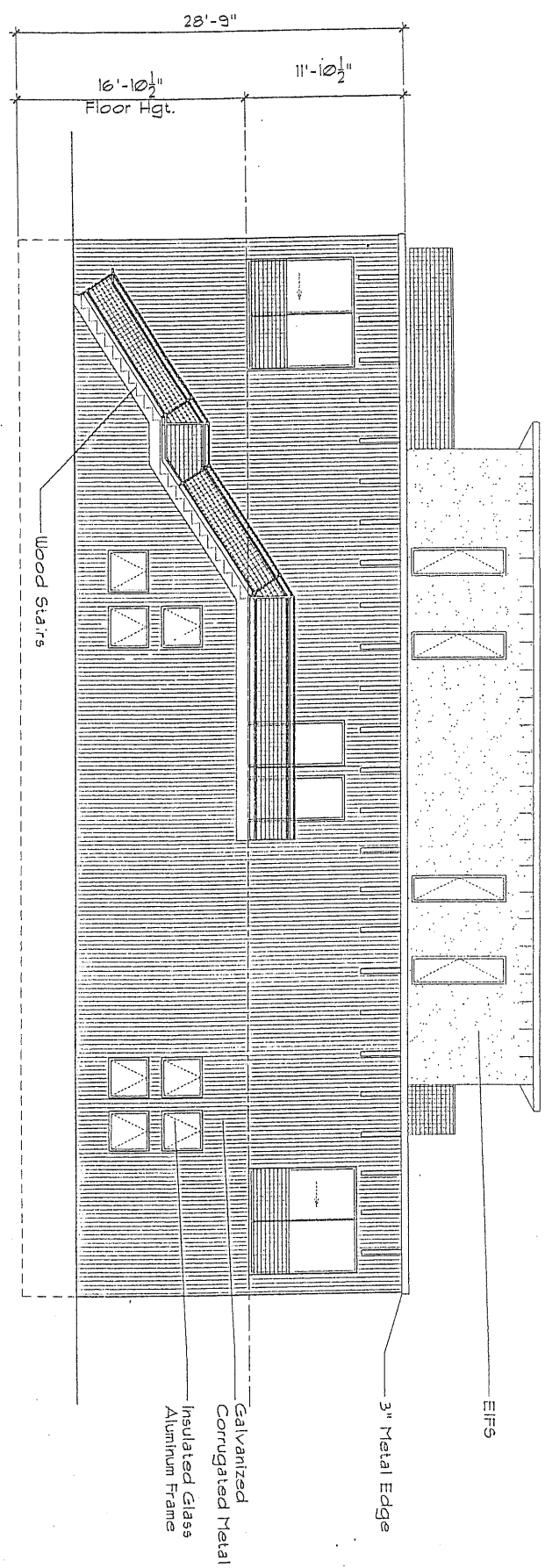
48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Front Elevation



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A-5

Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

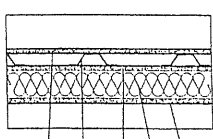
48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Back Elevation

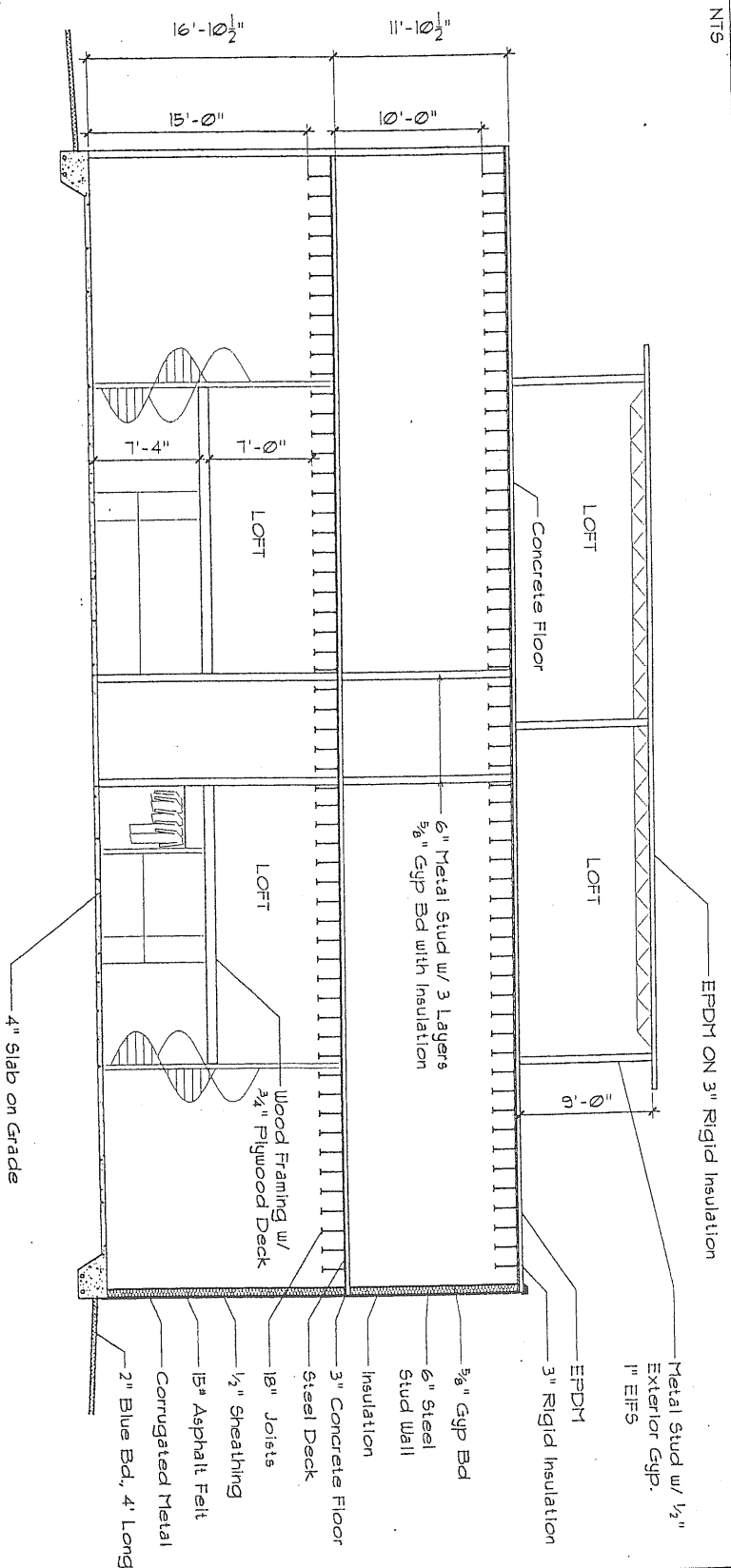


47



- 5/8" Gyp. Bd.
- 3 1/2" Stud w/ Insulation
- 5/8" Gyp. Bd.
- Resilient Clip
- 5/8" Gyp. Bd.

TYPICAL PARTY WALL  
NTS



A-7

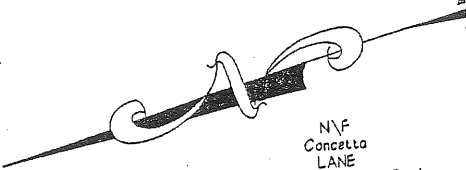
Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

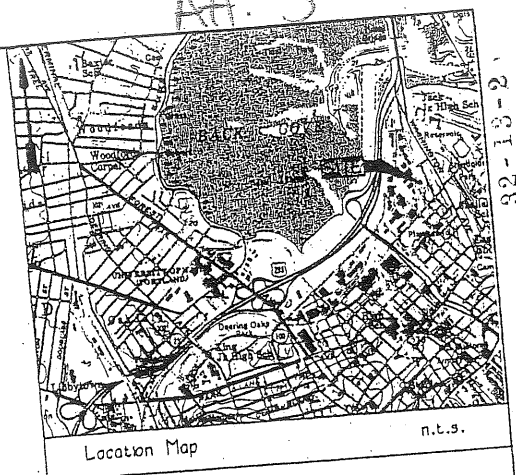
Bass Artist Studios  
Marginal Way, Portland

Section

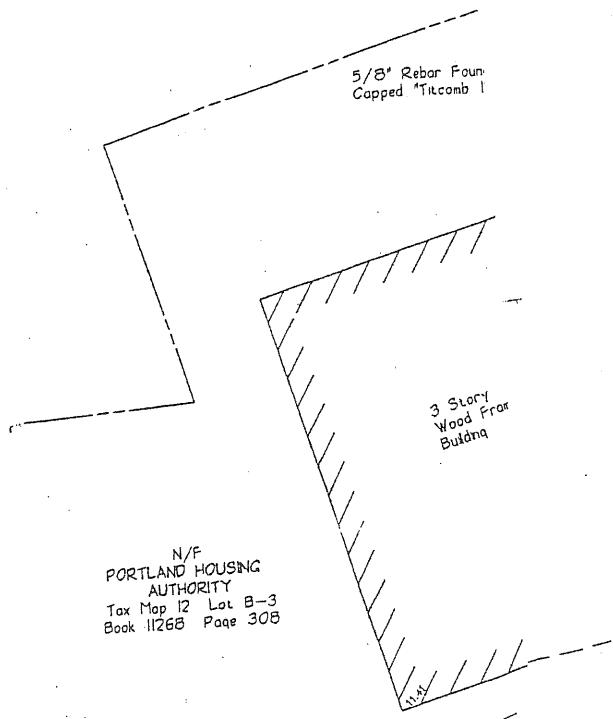


N/F  
Concetta  
LANE  
Tax Map 12 Lot B-4  
Book 4911 Page 251

BE Acquired  
Trand Housing



82-13-2



N/F  
PORTLAND HOUSING  
AUTHORITY  
Tax Map 12 Lot B-3  
Book 11268 Page 308

**GENERAL NOTES:**

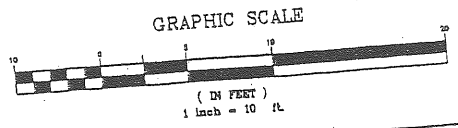
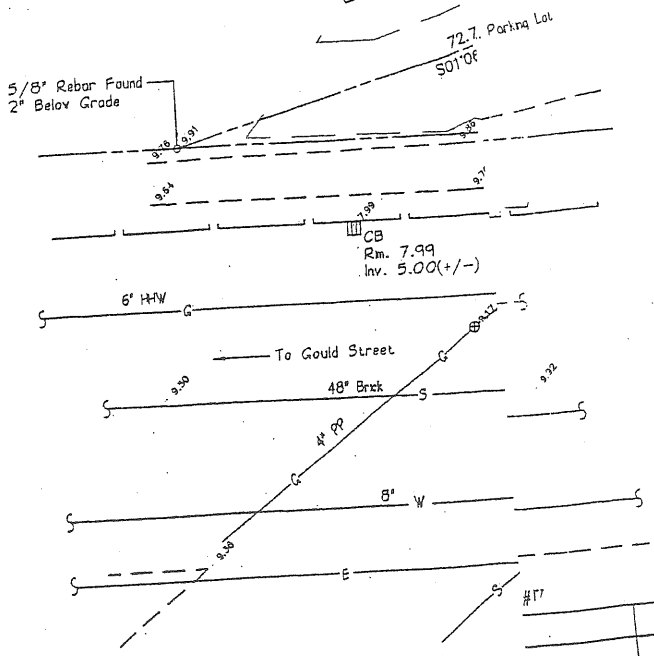
1. RECORD OWNER OF PROPERTY: WHALEN L. GUIMOND I AND CATHERINE E. GUIMOND. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 8687 PAGE 88. PROPERTY IS LOCATED ON THE TOWN OF PORTLAND TAX MAP 12 SHOWN AS SECTION B LOT 5 AND 7.
2. ALL BEARINGS ARE BASED ON PLAN REFERENCE 1.
3. PROPERTY IS LOCATED WITHIN THE B-1 ZONE. ZONING IS SUBJECT TO REVIEW BY THE MUNICIPALITY.
4. UTILITIES SHOWN ON PLAN ARE LOCATED APPROXIMATELY AND SHALL BE FIELD VERIFIED PRIOR TO EXCAVATION. LOCATIONS SHOWN ARE BASED ON PHYSICAL LOCATIONS AND/OR MAPS FROM THE RESPECTIVE UTILITY COMPANIES.
5. TOPOGRAPHIC/INSTRUMENT SURVEY PERFORMED BY VESI ASSOCIATES, INC., JANUARY 1995. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM. SEE BENCHMARK ON PLAN.

**PLAN REFERENCE:**

1. PLAN OF PROPERTY MADE FOR THE PORTLAND WEST NEIGHBORHOOD PLANNING COUNCIL, PORTLAND, MAINE DATED AUGUST 26, 1986 BY R.P. TITCOFF ASSOCIATES, INC.

**LEGEND**

- BOUNDARY LINE
- 5/8" REBAR SET CAPPED 'CEST 1245'
- RON PIPE FOUND (AS NOTED)
- UTILITY POLE
- GRANITE CURB
- - - EDGE OF EXIST. PAVEMENT
- - - - - EDGE OF GRAVEL
- ▣ CATCH BASIN
- SMH SEWER MANHOLE
- S - SANITARY SEWER
- W - WATER MAIN
- G - GAS LINE
- E - OVERHEAD ELECTRIC
- UE - UNDERGROUND ELECTRIC
- 9.80 SPOT ELEVATIONS
- 10 - CONTOUR



DR. BY	CHK. BY	APP. BY	DATE
			2/3/95

Whalen Guimond  
28 Hammond Street Portland, Maine  
STANDARD BOUNDARY SURVEY  
Existing Conditions Plan  
Cove Street Portland, Maine

sociates, Inc.  
south Portland, ME 04106

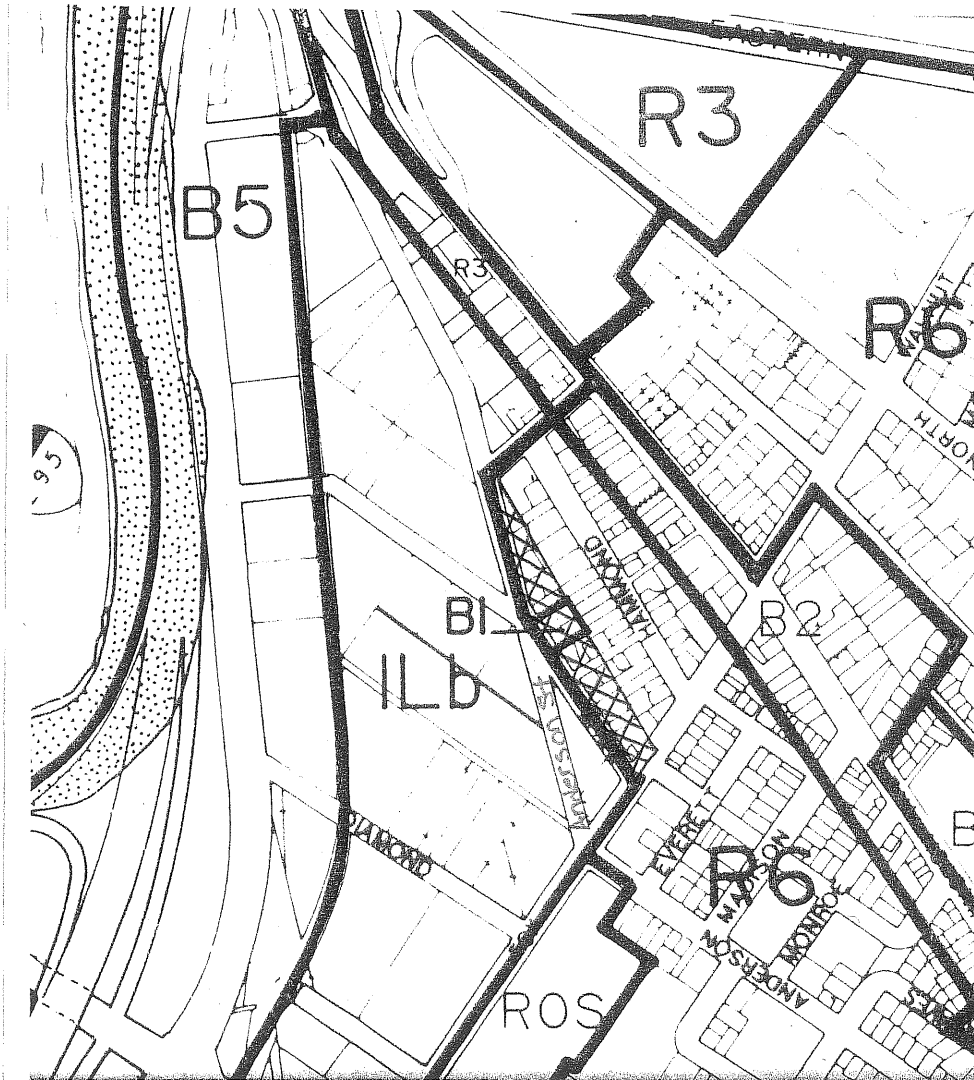
SCALE: 1" = 10'	PROJECT NO. 2150301	DRAWING NO. C-100
DATE: January 1995	SHEET 1 OF 2	FIELD BOOK NO. 92
DES BY: J. Watts		
DWN BY: D. Blanchard		
CHK BY: J. Watts		

82-13-2



PORTLAND PLANNING BOARD  
PUBLIC NOTICE

Notice is hereby given that the Portland Planning Board will hold a public hearing Tuesday evening, February 13, 2001 at 7:30 p.m. in Room 209, City Hall, Portland, Maine to consider a proposal by Peter Bass for a zone change from B-1 to B-5 to allow artist live/work studio space at 145-147 Anderson Street. The rezoning could include only the 10,459 sq. ft. parcel requested by the applicant, or up to the larger area shown on the map.



Zone change for all or portion to R-6/B-1 to B-5

Further information on this zone change request can be obtained at the Planning Department Office, City Hall, 4th floor or by calling 874-8901.

Jaimey Caron, Chair  
Portland Planning Board

**From:** Alex Jaegerman  
**To:** Kandi Talbot  
**Date:** Tue, Mar 20, 2001 10:48 AM  
**Subject:** Re: Anderson Street

Passed unanimously as recommended.

>>> Kandi Talbot 03/20 10:07 AM >>>  
Alex,

Did the Anderson Street zone change pass last night? And if so, did they go with the planning board's recommendation? Thanks.

Kandi

**CITY OF PORTLAND, MAINE  
MEMORANDUM**

**TO:** Chair Caron and Members of the Portland Planning Board  
**FROM:** Kandice Talbot, Planner  
**DATE:** January 9, 2001  
**SUBJECT:** 145 Anderson Street Zone Change Request

**Introduction**

Peter Bass, Vega Property Services is requesting a zone change for the property located at 145 Anderson Street to allow live/work space aimed primarily at artists. The current zoning of the site is B-1 Neighborhood Business. The B-1 zone does not allow combined living/working spaces. The applicant does not have adequate space for parking, and must locate the parking in the front of the site. Rear and side setback requirements are also issues. The applicant's submittal is included as Attachment 4.

In 1994, this parcel was rezoned from R-6 to the B-1 zone to permit the construction and operation of a lunch counter restaurant. The restaurant was never built.

**Existing Uses**

The area bisected by Cove and Anderson Streets is zoned R-6 Residential and I-Lb Low Impact Industrial and, similar to other areas in the East Bayside neighborhood, contains a mixture of industrial, commercial, and residential uses. The closest residential use is a multi-family building located directly adjacent to the Bass parcel to the north. The strongest residential presence is located to the south of Fox Street in Kennedy Park and to the east along Hammond Street. There is a distinct separation between the more industrial uses of Cove and Anderson Streets and the residences of Hammond Street. This separation is created by a sharp change in topography. It is this topographical difference, rather than the zone boundary, which defines and delineates the change from residential to commercial/industrial uses.

The industrial/commercial uses in the vicinity include the Portland Housing Authority Maintenance facility, Screen Printing, Valve Services, Hardware Consultants, and Emerson Apparatus.

The vicinity map, included as Attachment 2 denotes the various uses in the area.

**Development Plan**

The applicant is proposing to develop eight units of live/work space aimed primarily at artists. The parcel is located at 145-147 Anderson Street and is approximately 10,500 sq. ft. The units would range from 1,000 sq. ft. to 1,130 sq. ft. on ~~three~~ <sup>two</sup> floors, with a total of about 9,000 sq. ft. Proposed elevations are included as Attachment 4m.

The site is restricted by a couple of items. The front of the site consists of a portion of Cove Street, which was vacated in 1995. This portion of the site contains a Portland Water District right-of-way because of a water line and structures are not allowed in this area. The rear of the property is restricted by a sharp topographical change. Therefore, the applicant is proposing the building in the center of the site, with the parking proposed in the front.

### **Policy Considerations**

As mentioned previously, the site is zoned B-1 Neighborhood Business. The applicant would like to provide combined live/work spaces for artists.

The City's Comprehensive Plan encourages combined live/work spaces for artists. The *Downtown Vision Plan*, adopted in 1991, contains the following policy for Portland's Arts and Cultural community:

*"Support the cultural community by retaining and expanding performance and exhibition space, housing, studio space, and office/support space for artists, institutions, and organizations."*

The *Portland's Arts District Plan*, which was adopted in 1996, also encourages live/work spaces for artists. Recommendation III.20 states:

*"City agencies and the Arts District Interim Group should provide technical and financial support for initial pilot projects to create ownership opportunities for artists' living and working space in the Arts District."*

The *Portland's Arts District Plan* then goes on to state in Recommendation III.21:

*"A longer-term plan for the development of artists' living and working space should be completed by PACA based on the experience gained through the development of local pilot projects."*

The *Celebrating Community: A Cultural Plan for Portland, Maine*, which was adopted in 1998 by the City Council. To achieve the mission and based on the principles of *Celebrating Community*, *Celebrating Community* has 7 goals. Goal 4 states:

*"Encourage and safeguard artists' continuing presence in the community."*

The Ideas for Action of Goal 4 states:

*"Encourage and develop live/work and work spaces for artists, controlled by artists."*

There are a number of options that the Board may wish to consider for this site. They are as followed.

1. Rezone to R-7 Compact Urban Residential Overlay Zone or R-7 Contract Zone

The purpose of the R-7 Compact Urban Residential Overlay Zone is:

*“To encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the New Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.*

*Locations for siting the R-7 zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties. ...It may be appropriate in some cases to rezone to R-7 overlay through conditional or contract zoning to ensure that new development is architecturally appropriate and compatible with the surrounding neighborhood.”*

As mentioned previously, Cove and Anderson Street have a mixture of residential, business, and industrial uses. The R-7 zone does not require minimum yard dimensions, unless the proposed development abuts a lot with a residential use. Then the side or rear setbacks of the R-6 zone shall apply in areas adjacent to abutting residential lot. However, the distance of the setback is measured between the existing building and the proposed new structure. The R-7 zone requires that parking shall be provided at the ratio of 1 parking space per each dwelling unit. The applicant has adequate spacing for 8 parking spaces.

The one issue with the R-7 zone is that combined living/work space for artists is not an allowable use in this zone. This zone change option would not only require a map change but would require a text amendment to allow this use.

A R-7 Contract Zone may be an option to allow combined living/working spaces for artists at this location. Conditions could be placed to ensure that external effects, such as noise, vibration, heat, glare, radiation, fumes and smoke are addressed.

2. Rezone to B-5 Urban Commercial Mixed Use Zone

Combined living/working spaces, including but not limited to artist residences with studio space is a permitted use in the B-5 zone, so this option would only require a map amendment.

The purpose of the B-5 zone is:

*“To provide zones in areas of the peninsula near the central business district where a mixture of uses, including marine, industrial, commercial, and residential, is encouraged. The B-5 and B-5b zones are characterized by larger undeveloped lots with greater potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings.”*

This area has a variety of different uses as mentioned earlier in the memo. There are no setback requirements in the B-5 zone. No off-street parking is required in the B-5 zone, so the proposed 8 parking spaces would be adequate.

The only concern is that if this project did not go forward, a more high intensity use would be allowed on this site. The B-5 zone was intended for larger, undeveloped lots; this lot is small, and surrounded by intensively developed lots.

3. B-1 Contract Zone

Given the unique restrictions and considerations regarding this site, a contract zone may be an appropriate option.

Potential conditions for the contract would be 1) to allow parking in the front yard; 2) allow a reduced number of parking spaces; 3) allow reduced side and rear setbacks; and 4) to allow combined living/working spaces, including but not limited to artist residences with studio space.

In the past, the Board has expressed concerns with using contract rezoning to circumvent required setbacks.

Attachments:

1. Zoning Map
2. Vicinity Map
3. Zone Change Application
4. Applicant's Submittal
5. Plan



5

R3

Att. 1

R3

R3

Cove. St.

D. J. MASON

BL  
IL D site

Anderson Street

Fox Street

B2

D. J. MASON

D. J. MASON

D. J. MASON

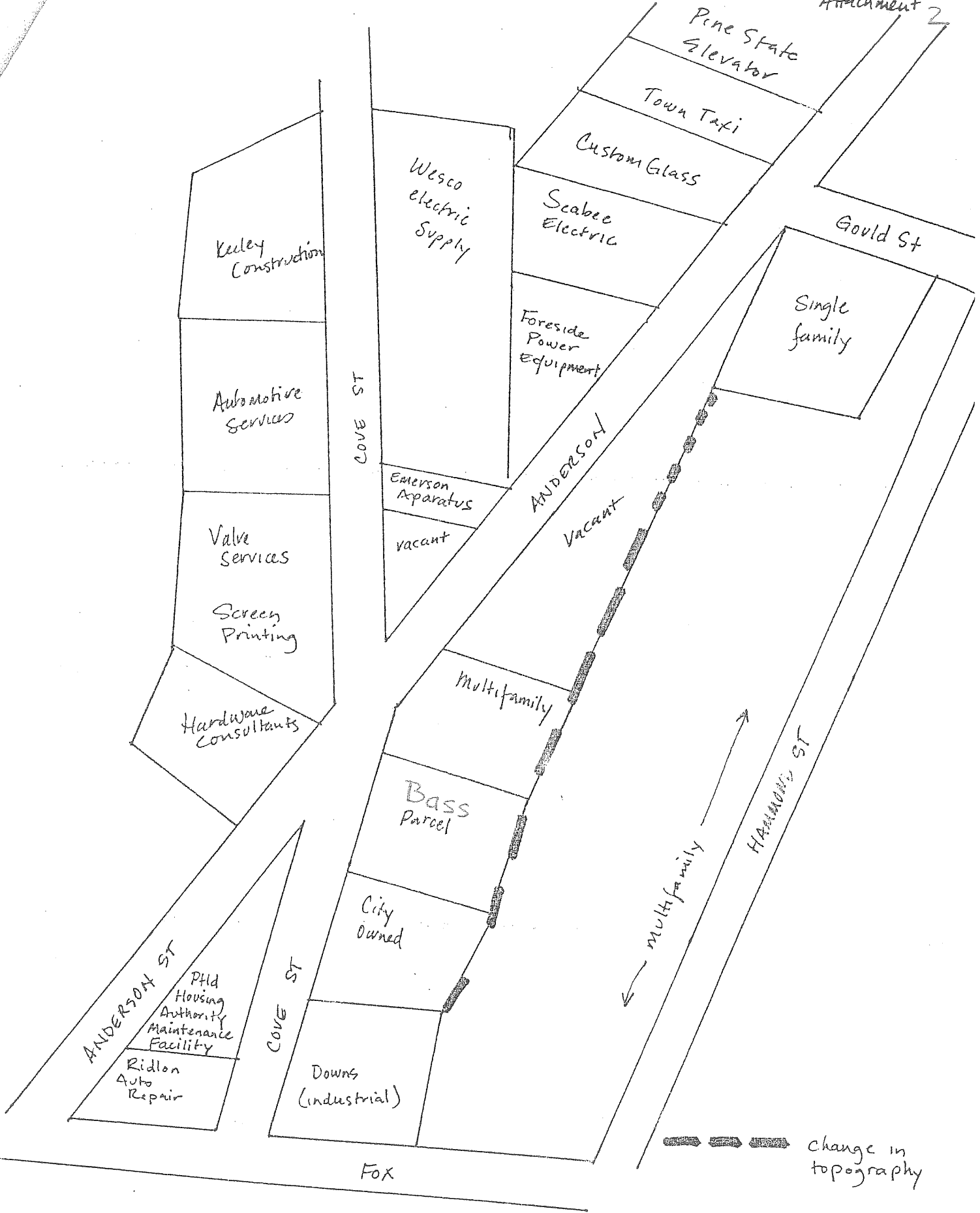
D. J. MASON

B

ROS

D. J. MASON

D. J. MASON



change in topography



APPLICATION FOR ZONING AMENDMENT  
 City of Portland, Maine  
 Department of Planning and Urban Development  
 Portland Planning Board

AH. 3

1. Applicant Information:

PETER BASS  
 Name  
70 MERRILL ST  
 Address  
PORTLAND 04101  
772-6005 772-6005  
 Phone Fax

2. Subject Property:

145-147 Anderson St.  
 Address  
12 B 5, 7, 18  
 Assessor's Reference (Chart-Block-Lot)

3. Property Owner:

Applicant  Other

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Fax

4. Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

Owner

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

Describe the existing use of the subject property: Vacant lot

7. Current Zoning Designation(s): B1

8. Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

I propose to build 9 units of artist live/work space. I plan to have some on site parking. The building will have 3 stories with a total of 12,000 - 13,000 square feet.

9. Sketch Plan: On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. Proposed Zoning: Please check all that apply:

A.  Zoning Map Amendment, from B1 to B5

B.  Zoning Text Amendment to Section 14-\_\_\_\_\_

For Zoning Text Amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example), and language to be added is depicted with underline (example).

OR C.  Conditional or Contract Zone that solves parking issues

A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan and compatible with the surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

... application for a zoning amendment must be submitted, by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Public Hearing Notice as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

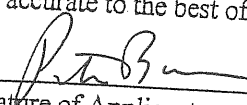
3b

	<u>1-25 Units</u>	<u>26-50 Units</u>	<u>51-75 Units</u>	<u>75 &amp; Over</u>
Residential Zones	\$350.00	\$400.00	\$450.00	\$500.00
Nonresidential Zones	\$350.00	\$400.00	\$450.00	\$500.00
	0-15,000 sq. ft. or 0-5 acres (whichever is less)	15,000-30,000 sq. ft. or 6-10 acres (whichever is less)	30,000-45,000 sq. ft. or 10-15 acres (whichever is less)	45,000-60,000 sq. ft. or 15-20 acres (whichever is less)
• Legal Advertisements (one for workshop and one for public hearing)	percent of total bill			
• Notices (one for workshop and one for public hearing)	40 cents each			
• Text Amendments	\$300.00			

\_\_\_\_\_ Amount of Fee

12. Signature: The above information is true and accurate to the best of my knowledge.

11/13/2000  
Date of Filing

  
Signature of Applicant

**Further Information:**

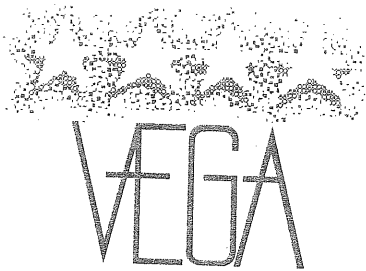
Please contact the Planning Office for further information regarding the rezoning process. Applicants are encouraged to make an appointment to discuss their rezoning requests before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the rezoning application which can provide additional background or context information, and describe the proposed rezoning and reasons for the request in a manner that best suits the situation.

In the event of withdrawal of the zoning amendment application by the applicant in writing prior to the submission of the advertisement copy to the newspaper to announce the public hearing, a refund of two-thirds of the amount of the zone change fee will be made to the applicant by the City of Portland.

Portland Planning Board  
Portland, Maine

Effective: July 6, 1998



Att. 4

PROPERTY SERVICES

70 MERRILL STREET  
PORTLAND, ME 04101  
207/772-6005  
207/839-3824

12/26/2000

To Portland Planning Staff;

I am proposing to develop eight units of live/work space aimed primarily at artists, on a lot of approximately 11,500 square feet of currently vacant land at 145-147 Anderson St. My initial concept is to have units from 1000-1130 square feet on two floors, with a total of about 9,000 square feet. I propose some parking at the front of the lot on the vacated area of Cove St. I have negotiated with the Portland Housing to buy a small amount of land as indicated on the drawing, to straighten the boundary line and therefore make setbacks easier.

The current zoning of this parcel is B1. It was changed not long ago from R6 by the previous owner to accommodate a restaurant. Most of this side of Anderson St. is zoned R6 although the existing uses more closely resemble the IL zoning on the opposite side of the street. There is one residential use next to my parcel, a 6 unit owned by the Portland Housing Authority. This area is mixed use and clearly transitional from residential to commercial/light industrial.

This parcel has some problems fulfilling some B1/R6 requirements for parking and setbacks. The front of the lot is vacated Cove St. This has a Portland Water District right of way because of a water line and is therefore unbuildable. This condition and the slope of the lot won't allow me to move the building forward to the front and have parking at the rear. I also do not have enough space to park 2 cars per unit. I will need to park as many cars as possible in front of the building. Parking at the front of the building, although not an ideal, is consistent with the neighborhood since nearly all of the light industrial buildings have at least some if not all of their parking in



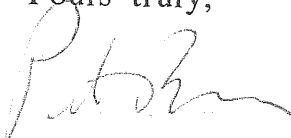
4a

front of the building. There are two significant trees on the left side of the property that would be worth making an effort to save. This could be accomplished by rotating the building slightly and therefore intruding on R-6 setback dimensions.

I am requesting a zone change to B5 or a contract zone that would resolve these issues for my parcel and land acquired from Portland Housing Authority. I feel that this is an appropriate change since B5 is a mixed use zone that appears to encourage artist live/work studio space yet has no off street parking requirements or side and rear yard setbacks. Also, the areas currently designated as B5 seem to have the same transitional mixed uses as this area of Anderson St. The B5 zone is also within close proximity to this site.

I feel that with this zone change I can successfully develop artist work/live spaces, a goal described in the city's planning documents, without disturbing an existing neighborhood and by fitting in with the existing mixed use.

Yours truly,



Peter Bass

# MAP 12

SHEET 10-C

46

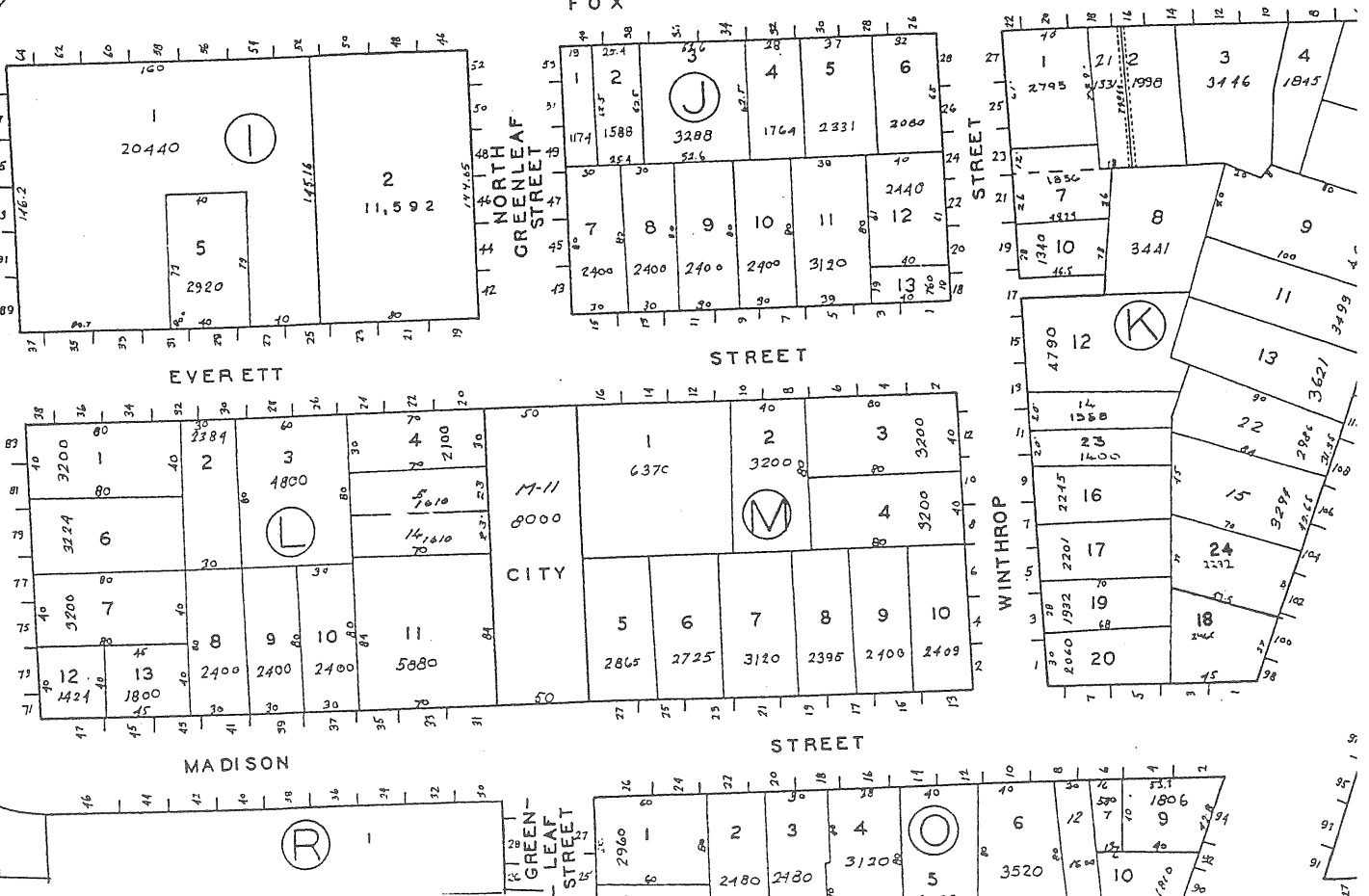
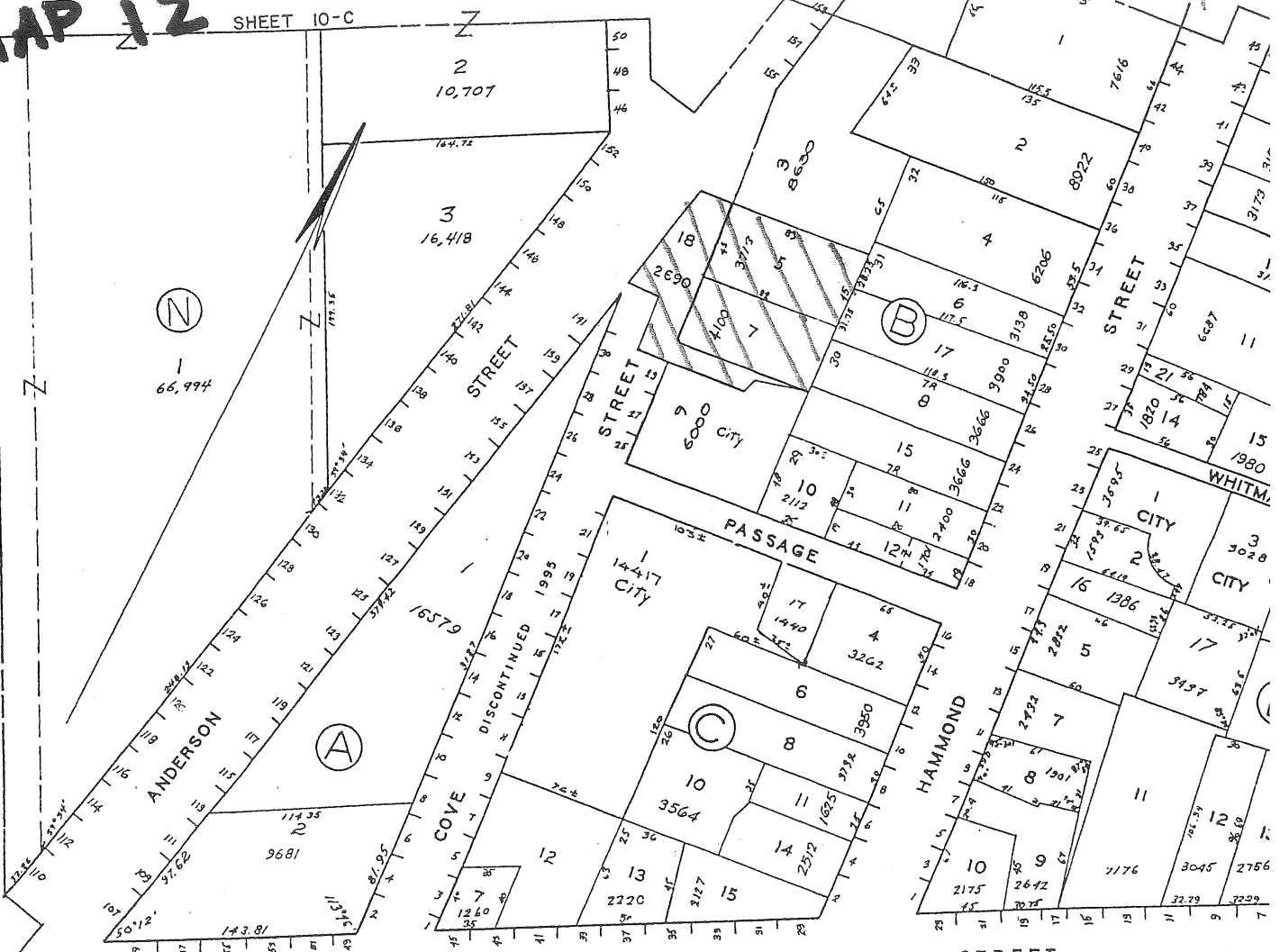
SHEET 23-A

SHEET 23-A

ANDERSON



66,994



WARRANTY DEED  
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, that WHALEN L. GUIMOND II, also known as Whalen Guimond, and CATHERINE E. GUIMOND, both of Portland, County of Cumberland, State of Maine, being husband and wife, for consideration paid, grant to PETER L. BASS of Gorham, County of Cumberland, State of Maine, whose mailing address is 70 Merrill Street, Portland, Maine 04101, with warranty covenants the land in Portland, County of Cumberland, State of Maine, described as follows:

Three certain lots or parcels of land with any buildings thereon situated on or near the easterly side of Anderson Street, in said Portland, Maine, and bounded and described as follows:

Parcel One: A certain lot or parcel of real estate situated in Portland in the County of Cumberland and State of Maine and more particularly described as, viz: "Land on the East side of West Cove St., Nos. 31-33, Portland, Maine, City Assessors' Plan 12, Block B, Lot 7, Area 4100 sq. ft.", as further described in a deed to Nellie Roberts dated September 30, 1912 recorded in the Cumberland County Registry of Deeds in Book 902, Page 73, as more specifically described below.

Parcel Two: A certain parcel of land, situated in Portland, Cumberland County, Maine, containing about four thousand (4000) square feet of land, and bounded and described as follows, viz: Beginning at the southerly corner of lot formerly of one Joseph Nelson, conveyed to said Nelson by deed of Max Robinson and Rudolph E. Brill by deed dated July 24, 1912, and recorded in the Cumberland County Registry of Deeds, Book 855, Page 309; thence running easterly on the southerly side line of said Nelson land eighty-three (83) feet more or less to a fence; thence southerly along said fence forty-five (45) feet more or less to the lot conveyed by Carmela C. Rossetti to Nellie Roberts; thence westerly along said Roberts lot to the easterly side line of Cove Street eighty-two feet, more or less; thence northerly along said Cove Street forty-five (45) feet more or less to the point of beginning, as more specifically described below.

Said Parcel One and the adjacent Parcel Two are further specifically described as a single combined parcel as follows, based on the "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510, with this more specific description to supplement and be substituted for the above descriptions for Parcel One and Parcel Two, and

to be controlling in the case of any discrepancy:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, along land now or formerly of the City of Portland described as Tax Map 12, Lot B-9, 45.00 feet to a 5/8 inch rebar set; thence, N 14°08'07" E, continuing along said land of the City of Portland, 10.00 feet to a 5/8 inch rebar set; thence, N 78°48'34" E, continuing along said land of the City of Portland, 34.00 feet to a 5/8 inch rebar set; thence, N 00°10'34" E, 85.01 feet to a point which is S 09°42'02" W 4.61 feet of a 5/8 rebar found capped "Titcomb 1273"; thence, from the point described S 88°00'00" W, along land now or formerly of Portland Housing Authority as described in a deed recorded in said Registry in Book 11268, Page 308, 83.00 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 7,765 square feet.

Parcels One and Two herein being the same parcels conveyed to the Grantors herein as the second and third parcels in a deed from Judith Redmond Arbuckle dated March 17, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8687, Page 88.

**Parcel Three:** A certain parcel of land situated in Portland, County of Cumberland and State of Maine and consisting of a portion of the now discontinued Cove Street, bounded and described as follows:

Beginning at a 1-inch iron pipe found on the easterly side-line of Cove Street as it existed prior to being discontinued by the City of Portland, marking the northwesterly corner of land conveyed to the Grantors herein as described in Book 8687, Page 88 and the southwesterly corner of land now or formerly of Portland Housing Authority as described in Book 11268, Page 308; thence, S 01°06'00" E, along the now discontinued Cove Street and said land of Grantors, 100.00 feet to a 5/8 inch rebar set; thence, S 88°00'00" W,

4e

through Cove Street, 20.00 feet to a 5/8 inch rebar set; thence, N 01°06'00" W, along the centerline of said Cove Street, 33.80 feet to a 5/8 inch rebar set; thence, S 88°54'00" W, through Cove Street, 20.00 feet to a 5/8 inch rebar set on the easterly sideline of Anderson Street; thence, N 14°55'59" E, along Anderson Street, 68.87 feet to a 5/8 inch rebar set; thence, N 88°00'00" E, through Cove Street, 20.98 feet to the point of beginning.

Bearings are based on observed magnetic north, dated August 1986. All 5/8 inch rebar described as set are capped "OEST 1245." The above described parcel contains 2,694 square feet.

Being a portion of the discontinued Cove Street as shown on plan entitled "Standard Boundary Survey" prepared by OEST Associates, Inc. of South Portland, Maine for Whalen Guimond, which survey is recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 510. Reference is made to the Order of Discontinuance by the City of Portland dated August 7, 1995, an attested copy of which is recorded in the Cumberland County registry of Deeds in Book 12303, Page 241, a Municipal Quitclaim Deed from the City of Portland to the Grantors herein dated February 17, 2000 and recorded in said Registry in Book 15330, Page 146, and a deed from Portland Housing Authority to Grantor Whalen Guimond dated January 17, 1996 and recorded in said Registry in Book 12315, Page 121. Grantors herein intend to convey and hereby do convey to Grantee herein all interest acquired by either or both of them by virtue of the above referenced deeds.

This conveyance of Parcel Three is made SUBJECT TO a public easement retained in the Order of Discontinuance, an attested copy of which is recorded in said Registry in Book 12303, Page 241, and SUBJECT TO an easement granted by Grantors herein to Portland Water District by deed dated February 2, 1996 and recorded in said Registry in Book 123812, Page 57, a corrective and confirming deed dated February 18, 2000, recorded in said Registry in Book 15330, Page 143, and a corrective and confirming deed of even or near even date herewith, to be recorded in said Registry.

WITNESS our hands and seals this 17<sup>th</sup> day of the month of March, 2000.

4f

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Barbara A. Vestal

Whalen L. Guimond II

Whalen L. Guimond II  
a/k/a Whalen Guimond

to both

Catherine E. Guimond  
Catherine E. Guimond

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Whalen L. Guimond II and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara A. Vestal

Attorney at Law/Notary Public

Printed name: BARBARA A. VESTAL

STATE OF MAINE  
CUMBERLAND, SS.

March 17, 2000

Then personally appeared the above named Catherine E. Guimond and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara A. Vestal

Attorney at Law/Notary Public

Printed name: Barbara A. Vestal

RECEIVED  
RECORDED REGISTRY OF DEEDS  
2000 MAR 17 PM 3:37

Page four of four

CUMBERLAND COUNTY  
John B. O'Brien



WAIVER AND RELEASE OF CONTINGENCY

WHEREAS, the City of Portland, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "CITY") and Portland Housing Development Corporation of 14 Baxter Boulevard, City of Portland, County of Cumberland, Maine (hereinafter referred to as "Purchaser"), entered into a Purchase and Sale Agreement dated June 5, 1996 affecting property in the area of 11-21 and 25-29 Cove Street, which property is more particularly described as tax map and lots 12-C-1 and 12-B-9 (hereinafter the "property"); and

WHEREAS, Paragraph 6(d) of said Purchase and Sale Agreement states that the Agreement is subject to the contingency that "[t]he property shall not be used for residential development"; and

WHEREAS, no restriction precluding the property's use for residential development was placed in the deed from CITY to Purchaser, which was recorded in Cumberland County Registry of Deeds in Book 12639, Page 206, at the time of sale; and

WHEREAS, the CITY no longer desires or intends to restrict the property from being used for residential development and, in fact, as a matter of policy is now encouraging residential development in that portion of the City;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the CITY, intending to be legally bound, clarifies that to the extent the limitation of said Paragraph 6(d) of said Purchase and Sale Agreement had any continuing effect after closing, it now hereby waives and releases the contingency that the property shall not be used for residential development. The Purchaser, its successors and assigns, are no longer prohibited from using the property for residential development by virtue of any provision contained in the Purchase and Sale Agreement dated June 5, 1996.

CITY OF PORTLAND

Sonia S. Bean  
Witness

By: Robert B. Ganley  
Robert B. Ganley  
City Manager

PURCHASE AND SALE AGREEMENT

4h

AGREEMENT made this 8<sup>th</sup> day of December, 2000, between PETER L. BASS of 70 Merrill Street, Portland, Maine (hereinafter referred to as "Buyer"), and PORTLAND HOUSING AUTHORITY and PORTLAND HOUSING DEVELOPMENT CORPORATION, of 14 Baxter Boulevard, Portland, Maine (hereinafter collectively referred to as "Seller").

The parties hereto agree, warrant, and covenant as follows:

1. Purchase and Sale. The Seller agrees to sell and the Buyer agrees to buy the following described real estate situated in the City of Portland, County of Cumberland, and State of Maine, to wit:

Two certain lots or parcels of land, with no buildings thereon situated adjacent to 145-147 Anderson Street, Portland, Maine, which are northerly of the line formed by extension of the southerly sideline of 145-147 Anderson Street (holding the same course of S 88°00'00" W) easterly to the rear boundary line of property now or formerly of Margaret Donatelli (Book 10944, Page 208) and westerly to the easterly sideline of Anderson Street (as illustrated on the attached diagram).

2. Purchase Price. The total purchase price for the premises shall be \$2,000 and shall be paid by the Buyer as follows: \$100 as earnest money and in part payment on account of the purchase price in the form of a personal check upon execution of this Agreement, and the balance of \$1,900 to be paid in cash or by certified check or bank check at closing.

3. Deed to the Premises. The Seller agrees to deliver a duly executed good and sufficient Quitclaim Deed with Covenant in accordance with Maine practice conveying the premises to Buyer. Buyer, at Buyer's expense, shall prepare the Quitclaim Deed for execution by Seller, and Buyer shall pay Seller's share of transfer taxes. The premises shall be conveyed subject to easements of record and subject to existing building, land use and zoning laws.

4. Closing. Transfer of title and possession to the premises shall occur on or before that date which is 15 days after Buyer notifies Seller that it has satisfied the contingencies contained in Paragraph 12, but if those contingencies have not been satisfied by July 1, 2001, Seller may, at its option, terminate this contract.

5. Contingency for Title to Premises. Buyer's obligation to purchase hereunder is contingent upon the title to

the premises being good, marketable title free and clear of all encumbrances and encroachments except as specified in Paragraph 3 above. Provided, however, that if the condition of the title deviates from this, then, at Buyer's option, the time for closing may be extended for a period of thirty (30) days and Seller shall use reasonable efforts to remove any defects in title or to make the premises conform to the provisions hereof. If Seller is not able to remedy title within this time period, Buyer may terminate this Agreement and receive a return of his earnest money deposit or opt to accept such title as Seller can deliver, without any reduction in the purchase price.

6. Seller's Default. In the event the Seller fails to consummate the sale of property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in the Seller to terminate the transaction contemplated by this Agreement, and Buyer shall have fully performed all of his obligations under this Agreement, Buyer, at his option, may elect to declare this Agreement null and void, Buyer shall be refunded the full deposit paid hereunder, and Buyer and Seller shall be fully discharged and relieved from the terms and obligations of this Agreement.

7. Buyer's Default. In the event Buyer fails to consummate the purchase of the property in accordance with the provisions of this Agreement, for any reason other than reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, and Seller shall have fully performed all of his obligations under this Agreement, Seller shall retain the deposit as liquidated damages, which retention by Seller of the deposit shall not be as a penalty, and all obligations of the parties to one another shall cease and this Agreement shall be null and void.

8. Prorations. Real estate taxes for the tax year of closing shall be prorated as of the time of transfer of title, based upon a fiscal year for the City of Portland.

9. General Conditions. The following general conditions shall affect this Agreement:

a. Casualty. The risk of loss or damage to said premises by fire or otherwise until transfer of title hereunder is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated.

4j

b. Brokerage. Buyer and Seller stipulate that no real estate broker has been involved in this transaction and no brokerage fee is due to any entity.

c. Entire Agreement. This is the entire Agreement between the parties, covering everything agreed upon or understood in this transaction. There are no oral or prior written promises, conditions, representations, agreements, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereto or in effect between the parties. No change or addition may be made to this Agreement except by written agreement executed by the parties hereto. Captions are included for convenience of reference only.

d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of the personal representatives, successors, administrators, and assigns of the parties hereto.

e. Time of the Essence. Buyer and Seller covenant and agree that time is of the essence in this Agreement.

10. Seller's Acceptance. Seller shall have until December 12, 2000 at 5:00 p.m. to accept this offer and execute this Agreement. If Seller does not accept the offer by that date, the earnest money deposit shall promptly be returned to Buyer.

11. Contingencies. Seller's obligation to perform pursuant to this Agreement is contingent upon the following:

a. Buyer, at its expense, securing from the City of Portland a waiver or release from the contingency contained in the Purchase and Sale Agreement between the City of Portland and Portland Housing Development Corporation dated June 5, 1996 affecting the property contained in Tax Map 12, Lot B-9 stating that "The property shall not be used for residential development", to the extent, if any, that it would otherwise be applicable. The release shall state that the City is waiving any right to object to its use for residential development by virtue of that Purchase and Sale Agreement.

b. Buyer, at its expense, obtaining approvals from the City of Portland upon terms and conditions acceptable to

4k

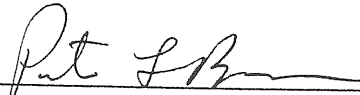
Buyer to develop the premises at 145-147 Anderson Street and all adjacent property under the same ownership for an 8 or more unit structure containing live/work space aimed primarily at artists.

12. Authority. Seller's obligations hereunder are also subject to formal ratification of this Agreement by Seller's governing boards. Executive Director/President Peter Howe shall seek ratification of this Agreement within 30 days of the effective date hereof, and shall notify Buyer of action taken by the governing boards as soon as possible.

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

BUYER:

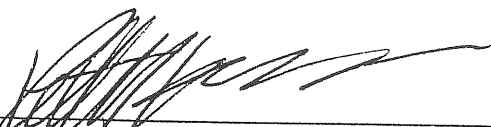
11/29/2000  
Date

  
Peter L. Bass

SELLER:

PORTLAND HOUSING AUTHORITY and  
PORTLAND HOUSING DEVELOPMENT  
CORPORATION

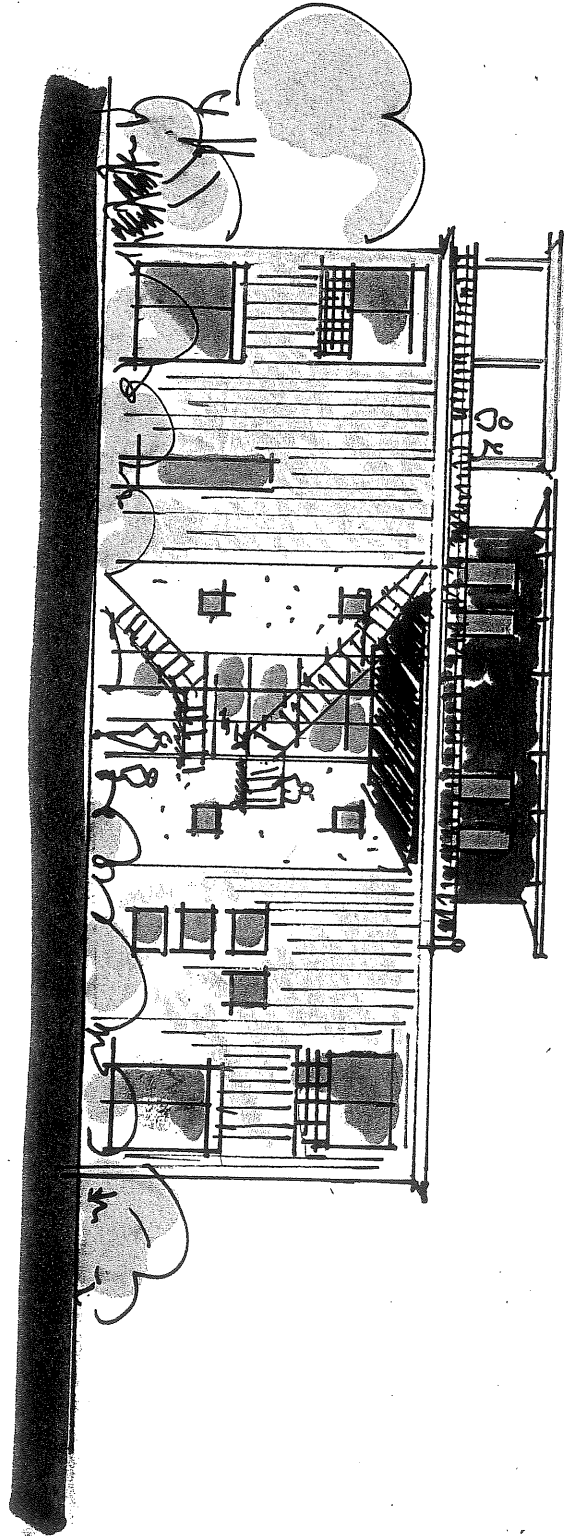
12/8/00  
Date

By:   
Peter A. Howe, Executive Director/President

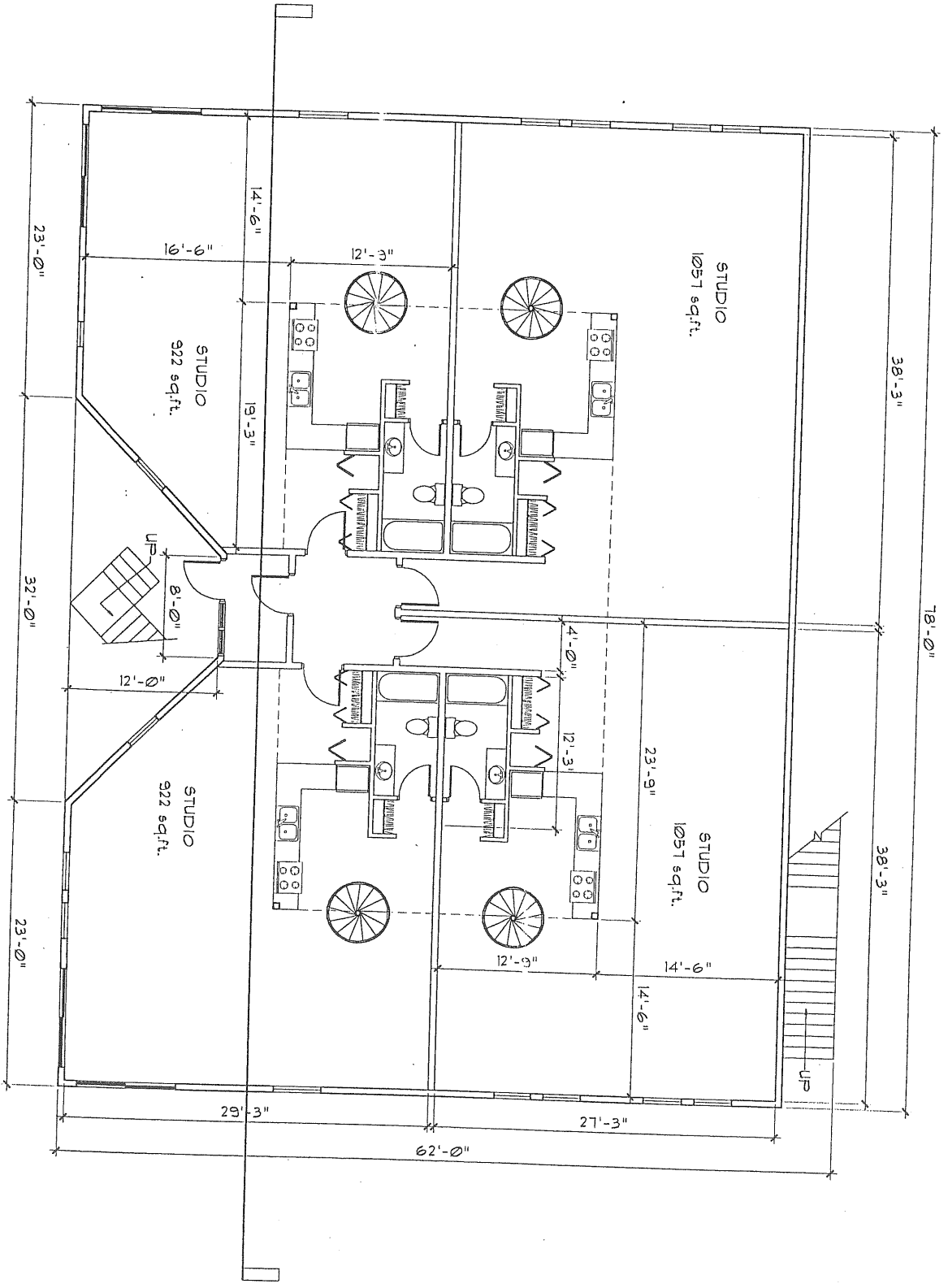




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A-1

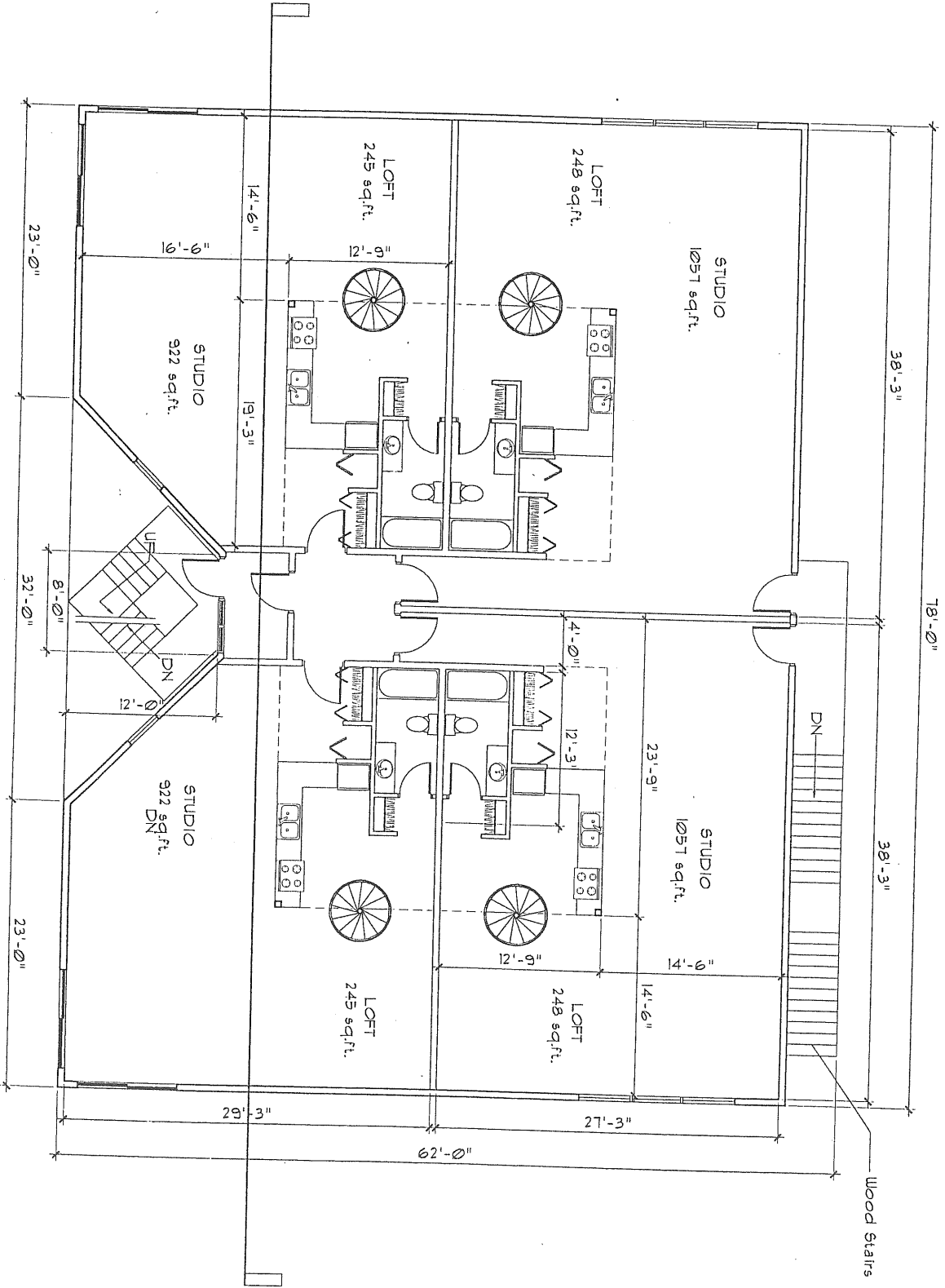
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

First Floor Plan

Scale: 1/8"=1'-0"  
December 22



A-2

Scale: 1/8"=1'-0"  
December 22

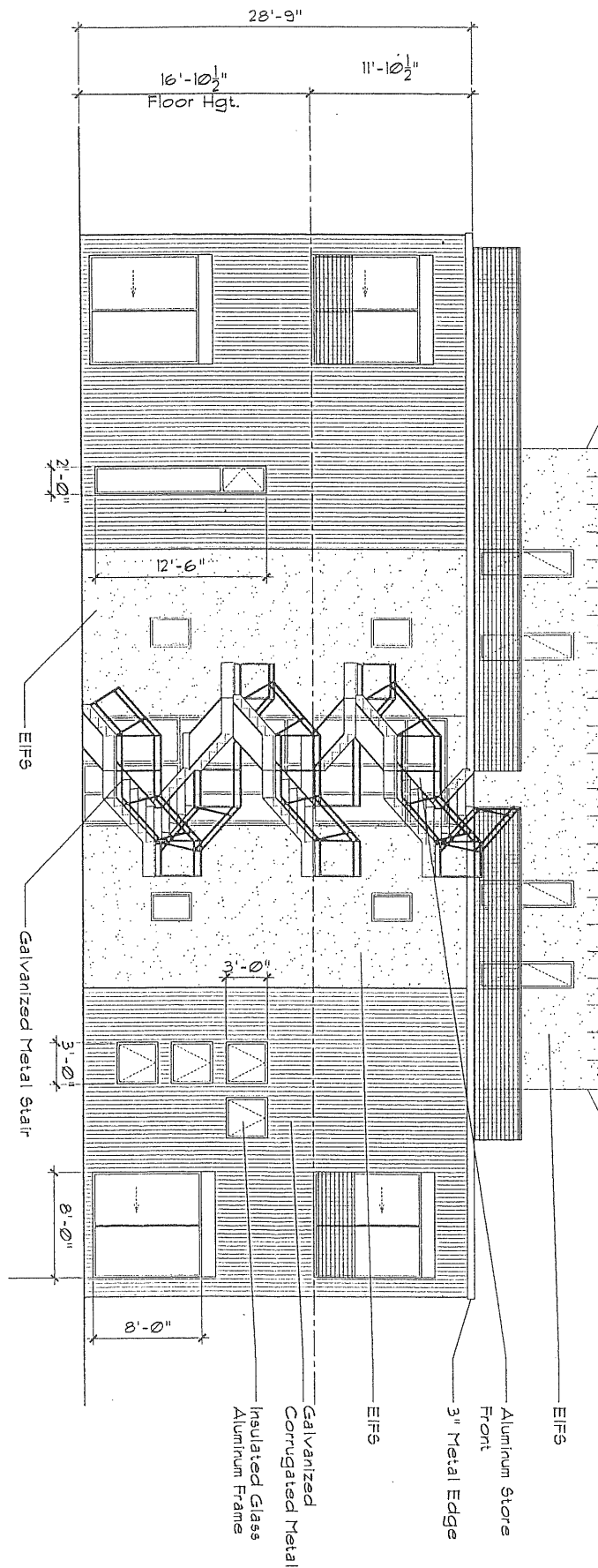
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Second Floor Plan

4p



**A-3**

Scale: 1/8"=1'-0"  
December 22

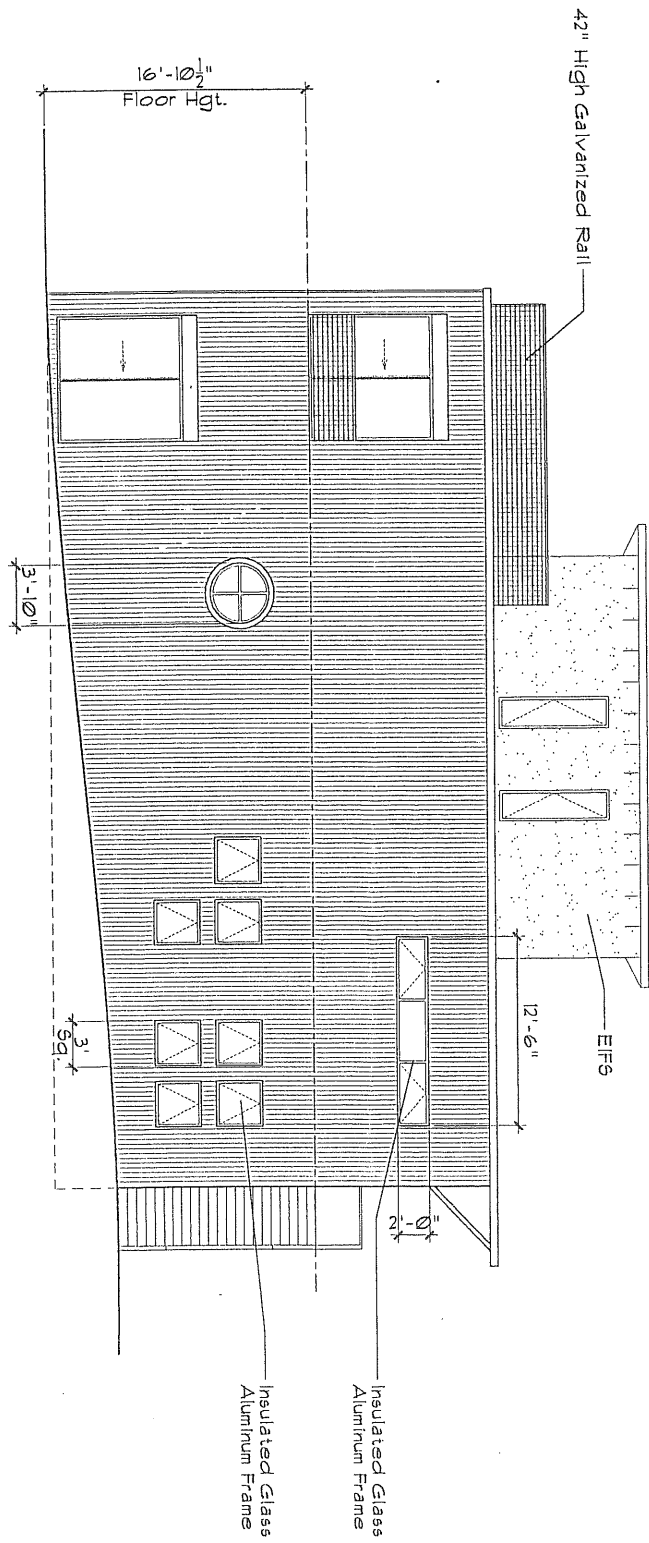
ARCHETYPE, P.A.  
ARCHITECTS  
48 Union Wharf   Portland, Maine 04101  
(207) 772-6022   Fax (207) 772-4056

**Bass Artist Studios**  
Marginal Way, Portland

---

**Front Elevation**

49



**A-4**

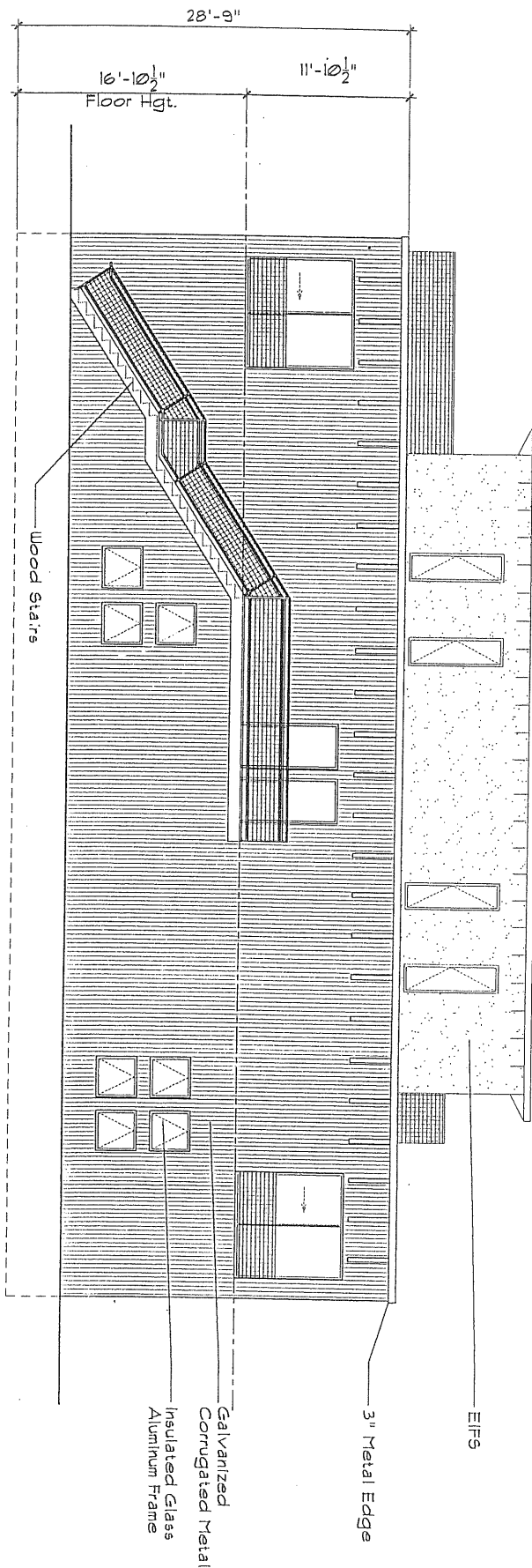
Scale: 1/8"=1'-0"  
December 22

**ARCHETYPE, P.A.  
ARCHITECTS**  
48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

**Bass Artist Studios**  
Marginal Way, Portland

**Side Elevation**

4r



A-5

Scale: 1/8"=1'-0"  
December 22

ARCHETYPE, P.A.  
ARCHITECTS

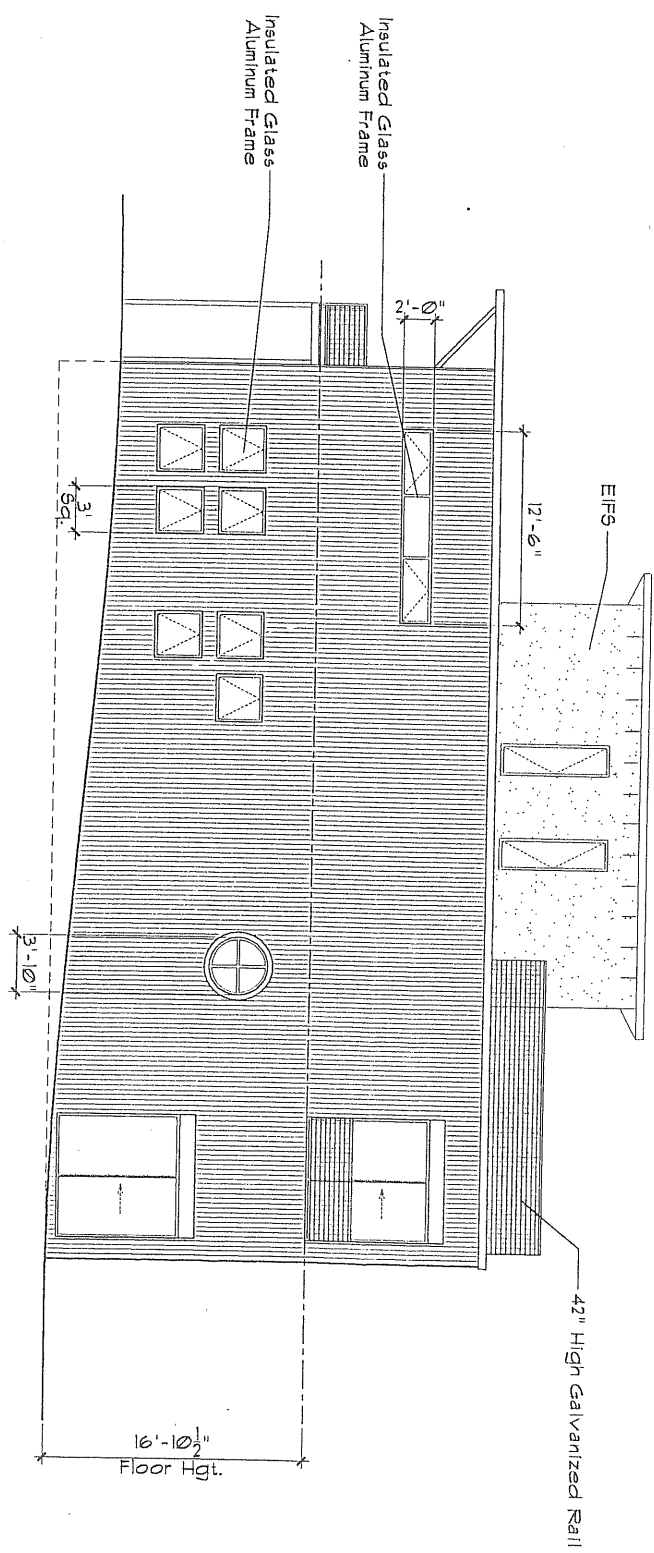
48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

Back Elevation



43



A-6

Scale: 1/8"=1'-0"  
December 22

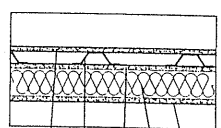
ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Bass Artist Studios  
Marginal Way, Portland

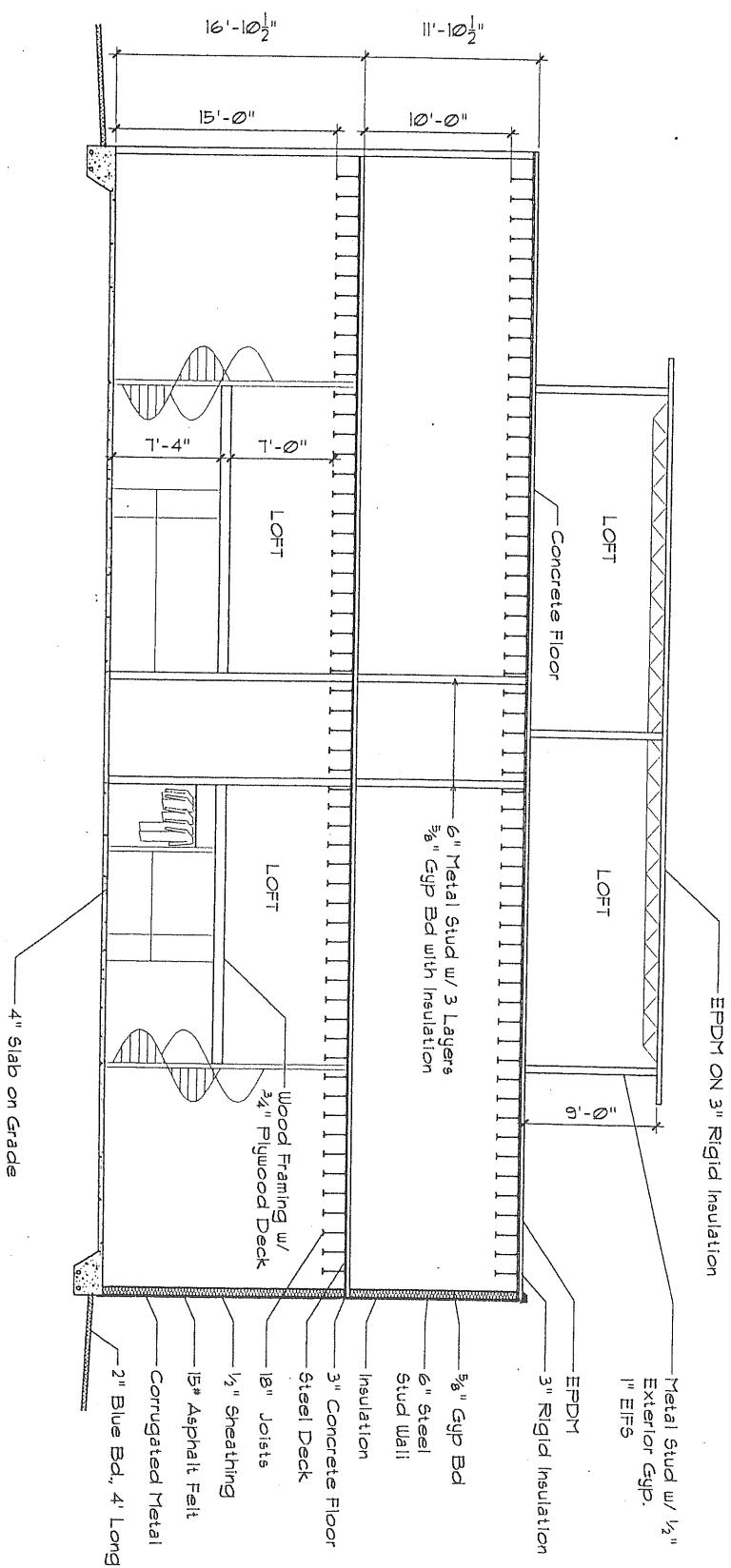
Side Elevation

7



- 5/8" Gyp. Bd.
- 3 1/2" Stud w/ Insulation
- 5/8" Gyp. Bd.
- Resilient Clip
- 5/8" Gyp. Bd.

TYPICAL PARTY WALL  
NTS



Bass Artist Studios  
Marginal Way, Portland

Section

ARCHETYPE, P.A.  
ARCHITECTS

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Scale: 1/8"=1'-0"  
December 22

A-7

City Council Meeting April 20, 1994

(13) 293 42094

City of Portland, Oregon THE CITY COUNCIL

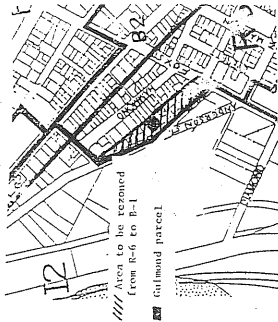
AMENDING THE ZONING MAP RE: R-6 TO B-1 REZONING AREA OF GOVE AND ANDERSON STREETS

AS RECOMMENDED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, OREGON IN CITY COUNCIL ASSEMBLY AS FOLLOWS:

That the Zoning Map of the City of Portland, dated March 1958, as amended and on file in the Department of Planning and Urban Development, be amended by amending the reference into the Zoning Ordinance by S14-49 of Portland City Code, to read as follows: B-1 by deleting the map change amendment shown on Attachment 1.

(293)

Attachment 1



(Jadine O'Brien, The Planning Board)

This item was given its first reading. Second reading and public comment will be given at the May 2, 1994 council meeting.

May 2, 1994 - Councilor O'Donnell made motion for passage. Seconded by Councilor Harlow. Order 293 passes; 8 yeas. (Mayor Pringle out).

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This item was given its first reading at the agenda. Item 7 yeas. The Item 7 (R-6 TO B-1) was seconded by Councilor Allen out).

May 2, 1994 - Councilor O'Donnell made motion for passage. Seconded by Councilor Harlow. Order 293 passes; 8 yeas. (Mayor Pringle out).

May 9, 1994 - Councilor O'Donnell made motion for passage. Seconded by Councilor Allen out).

Passed  
8-0

CITY OF PORTLAND, MAINE  
CITY COUNCIL AGENDA REQUEST FORM

TO: Nadeen Daniels, City Clerk/Assistant City Manager  
Elizabeth Boynton, Associate Corporation Counsel

FROM: Joseph E. Gray, Jr., Director of Planning and Urban Development

DATE: March 15, 1994

SUBJECT: Rezoning of parcel of land at the intersection of Cove and  
Anderson Streets from the R-6 to the B-1 Zone.

- 1) Council Meeting at which action is requested (Date): April 4/April 18
- 2) Can action be taken at a later date?  YES  NO

I. SUMMARY OF ISSUE

The Planning Board is forwarding a recommendation to the City Council for the rezoning of a parcel of land at the intersection of Cove and Anderson Streets from the R-6 to the B-1 Zone.

The applicant for rezoning is Mr. Whalen Guimond. Mr. Guimond originally requested a rezoning of his 7,500 sq. ft. parcel of land. In its deliberations, the Planning Board decided to enlarge the area for rezoning.

II. REASON FOR SUBMISSION (What issue/problem will this address?)

Mr. Guimond has proposed the rezoning in order to construct and operate a breakfast/lunch counter on his parcel.

III. STAFF ANALYSIS & RECOMMENDATION

The Planning Board voted unanimously to recommend the rezoning from the R-6 to the B-1 Zone to the City Council.

Attachments:

Planning Report #11-94

GUIMOND REZONING PROPOSAL  
R-6 TO B-1  
VICINITY OF ANDERSON AND COVE STREETS

Submitted to:

Portland City Council  
Portland, Maine

March 15, 1994

## I. INTRODUCTION

The Planning Board is forwarding a recommendation to the City Council for the rezoning of a parcel of land located at the intersection of Cove and Anderson Streets from the R-6 to the B-1 zone. The applicants, Mr. and Mrs. Whalen Guimond, had originally requested the rezoning of a small portion of this parcel. After consideration of the surrounding uses and intent of the B-1 zone, the Planning Board advertised and recommends a larger area for rezoning. The Whalen property is located on the Cove Street extension, at the intersection of Cove and Anderson Streets. The Guimond' proposed the rezoning with the intention of constructing and operating a breakfast and lunch counter restaurant.

## II. SUMMARY OF FINDINGS

Present Zoning	R-6
Proposed Zoning	B-1
Applicant's Lot Size	7,500 sq. ft.
Surrounding Uses	Commercial, Industrial, Residential

## III. ADVERTISEMENT

A notice was placed in the newspaper, sent out to neighboring property owners, and posted in the City Clerk's office advertising the proposed rezoning. Included as Attachment 8 is a legal notice describing the parcel recommended for rezoning.

## IV. EXISTING USES

The area bisected by Cove and Anderson Streets is zoned R-6 Residential and I-2 Industrial and, similar to other areas in the East Bay side neighborhood, contains a mixture of industrial, commercial, and residential uses. The closest residential use is a multi-family building located directly adjacent to the Guimond parcel to the north. (This was one of the Community Development sponsored affordable housing projects.) The strongest residential presence is located to the south of Fox Street in Kennedy Park and to the east along Hammond Street. There is a distinct separation between the more industrial uses of Cove and Anderson Streets and the residences of Hammond Street. This separation is created by a sharp change in topography. It is this topographical difference, rather than the zone boundary, which defines and delineates the change from residential to commercial/industrial uses.

The industrial/commercial uses in the vicinity include the Port and Housing Authority Maintenance facility, Screen Printing, Valve Services, Hardware Consultants, and Emerson Apparatus.

The vicinity map, included as Attachment 6 denotes the various uses in the area.



V. THE GUIMOND'S PROPOSAL

The Guimonds have requested the zone change from R-6 to B-1 in order to construct and operate a small breakfast/lunch counter restaurant. Mr. Guimond intends operate a restaurant business.

It is Mr. Guimond's hope that the breakfast/lunch restaurant will serve the surrounding commercial and residential neighbors in the area. This concept is consistent with the proposed Transportation Plan.

Mr. Guimond has submitted a proposed site plan for the property which indicates the construction of a single story, 24 x 40 sq. ft. building with associated parking. If the zone change is approved by the City Council, Mr. Guimond would have to return to the Planning Office for Administrative Site Plan review.

VI. PLANNING BOARD'S RECOMMENDED REZONING TO THE B-1 ZONE

The purpose of the B-1 Business Zone is to provide limited areas for the location of small scale commercial establishments intended to serve a local market.

Restaurants are considered conditional uses in the B-1 Business Zone. As such, the following requirements must be met:

- maximum total floor area for use by the public of 1,000 sq. ft.;
- hours of operation limited to 6:00 a.m. - 10:00 p.m.;
- food service must be the primary function of the restaurant; and
- no drive-in/drive through service is permitted.

As a conditional use, the restaurant, as proposed by the Guimonds, would require review by the Board of Appeals.

The B-1 zone also permits a range of other commercial uses which work well with the surrounding I-2 and R-6 zones. Offices of building tradesmen are allowed, provided that there is no outside storage. This type of use would be compatible with the electrical, construction and hardware uses of the neighborhood while also protecting nearby residential uses by limiting the scale of development.

The Planning Board, in its deliberations on the proposed rezoning, considered the surrounding commercial and industrial uses of the Cove/Anderson Street neighborhood, the topographic change between the commercial uses of Cove and Anderson Streets and the residential neighborhood of Hammond Street, and the viability of future development in the immediate vicinity.

There were three major issues which the Planning Board discussed:

1. How large a parcel should be rezoned?

Mr. and Mrs. Guimond requested a zone change for their 7,500 sq. ft. parcel located at the intersection of Cove and Anderson Street. The Guimonds intend to construct and operate a breakfast/lunch counter restaurant on their lot.

The Planning Board reviewed the uses in the entire area and found that a B-1 zone would serve the Guimond purpose while also providing limited opportunities for other neighborhood businesses.

2. Whether to rezone the adjacent multifamily building to B-1.

Residential uses are permitted in the B-1 zone. In order to provide a larger area for the potential development opportunities along Anderson Street, the Planning Board recommended rezoning the entire area along Anderson Street. This parcel includes the multifamily building.

3. Protecting the neighbors along Hammond and Gould Street.

In its deliberations, the Planning Board decided to recommend a rezoning to the B-1 zone of the parcels along Anderson Street from Gould to Fox. In doing so, the Board acknowledged the limitations and inevitable difficulty in developing commercial uses along the areas closer to Gould Street. Due to the dimensions of the lots and the required setbacks for development, there are very few uses which would be able to physically fit into any development parcel along Anderson Street.

VI. PLANNING BOARD RECOMMENDATIONS

The Planning Board voted to recommend a rezoning from the R-6 Residential Zone to the B-1 Business Zone for the parcel bounded by Gould, Anderson, and Fox Street. The Board found that this rezoning is consistent with the Comprehensive Plan of the City of Portland.

The Planning Board therefore forwards a recommendation for the rezoning to the City Council.

Attachments:

1. Letter from the Applicant: Statement of Purpose
2. Zone Change Application
3. Preliminary Site Plan
4. Preliminary Building Elevations
5. Zoning Map Excerpt
6. Vicinity Map
7. Excerpt from B-1 Business Zone Text
8. Planning Board Legal Notice

COVER STORY  
STATEMENT OF THE PURPOSE OF REZONING

I Mr. and Mrs. Whalen L. Guimond, parents of two children ages 3½ and 1½ years. Employee of Portland Water District for 12 years. Catherine former clerical assistant for Union Mutual for 5 years, resigned to become housewife in 1991 to bring up our children. We purchased our house, property on Map 12, section B, Lot 8 in 1985 in 1989 in trying to further our income we decided to purchase Map 12, section B, Lots 17, 5, 7 and rent the property on lot 17 as a single family income property. In 1992 we resold the property and retained lots 5 and 7 for a future investment. Purpose of rezoning, in 1987 while working for Portland Water District and operating a piece of heavy equipment I injured my lower back. I worked with this injury until 1992. The pain and discomfort over the years just keep getting worse until it got so severe to work with. In August of 1992, I had my first surgery which did not cure the problem so I went back in for the second of March of 1992 which I still had complications. I went back to work from May 21, 1992 until June 23 in which the pain and discomfort was too much to keep working with. In September of 1993 I under went my third surgery and since, have not been able to return back to my job as a heavy equipment operator because of the disability, I am now trying to cope with. I know now that at this point in my life and because of my disability that I am going to have to make a career change to suit my disability. So in making my purpose of rezoning I am asking the city of Portland and the Planning Board to consider the hardship I am trying to overcome to better my families income. I am sure in the decision to build a Breakfast and Lunch Counter type of business will only benefit the surrounding commercial businesses and residential people as well.



5. Street Address of Property Involved      Property Owner And/Or Name of Option Holder      Date of Acquisition
- 5 & 7 Cove St.      Whalen & Catherine Guimond      March 1989
6. Submission of a site plan, as required in Article V of the Municipal Code.
7. Submission of plans and addresses of property owners abutting the subject property. Portland West and Portland Housing Authority
- B. ZONING TEXT AMENDMENT: City of PORTLAND, Conceita Lane, Richard LANE, Margaret Donatelle, Whalen L. Guimond II

1. Section of Ordinance to be amended Div.7 Sec. 14-136(2)
2. Proposed text amendment - Attach on separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out ( example ), and language to be added is depicted with underlined (example). (Restaurants)
3. Brief statement of the purpose of the proposed amendment.
4. If the amendment is intended to facilitate a development, reuse, alteration, addition or modification to a specific property, fill out the sections above under ZONING MAP AMENDMENT.

A fee for this application for a zoning amendment will be charged in accordance with Section 14-54 of the Municipal Code (see copy attached). The applicant also agrees to pay all costs of publication (or advertising) of the Public Hearing Notice as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

The above information and the attached lists of property-owners in the vicinity are true and accurate to the best of my knowledge.

December 6, 1993  
Date of Filing

Whalen L. Guimond II  
Signature of Applicant

28 Hammond St.

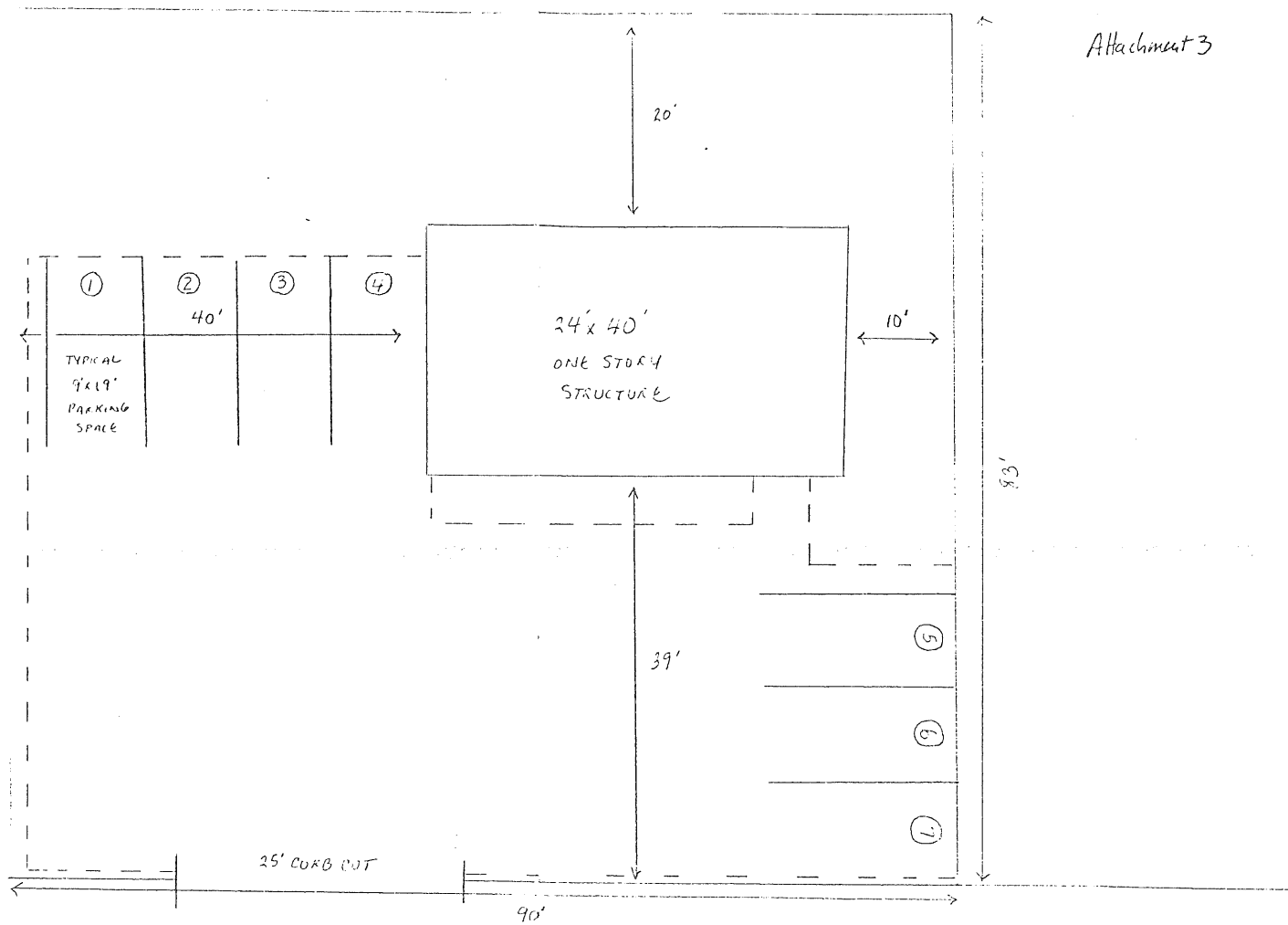
Address of Applicant

Portland Maine 04101  
City State Zip

WITHDRAWAL In the event of withdrawal of the zoning amendment application by the applicant prior to the submission of the advertisement copy to the newspaper to announce the public hearing, a refund of two-thirds of the amount of the zone change fee will be made to the applicant by the City of Portland.

Portland Planning Board  
Portland, Maine

Effective: April 11, 1988

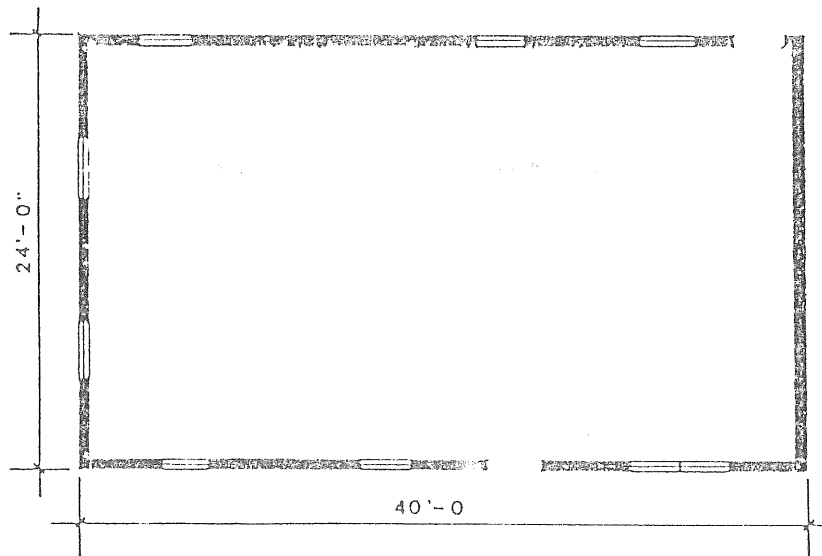
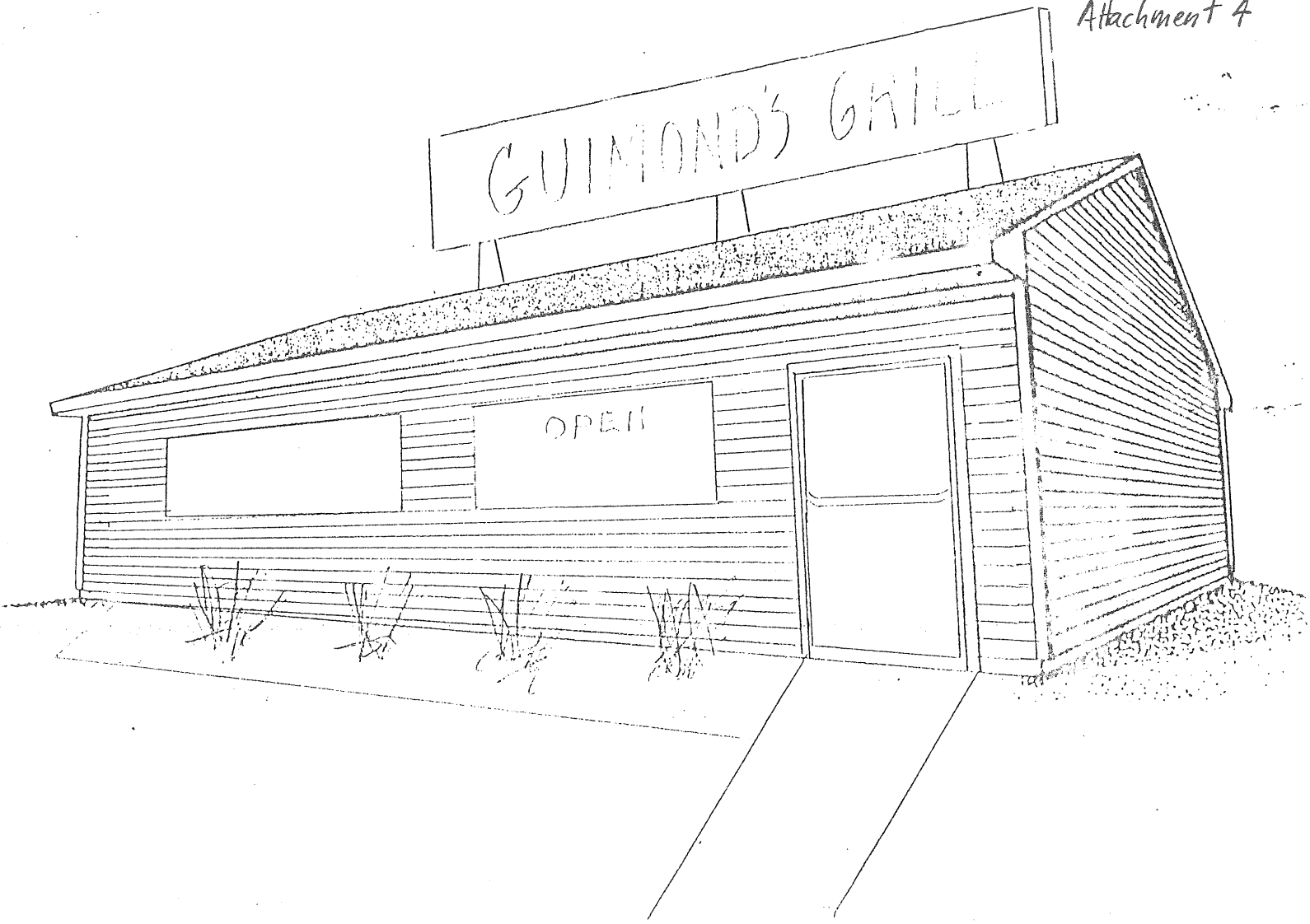


PARSON ST

COVE ST

ANDERSON ST.

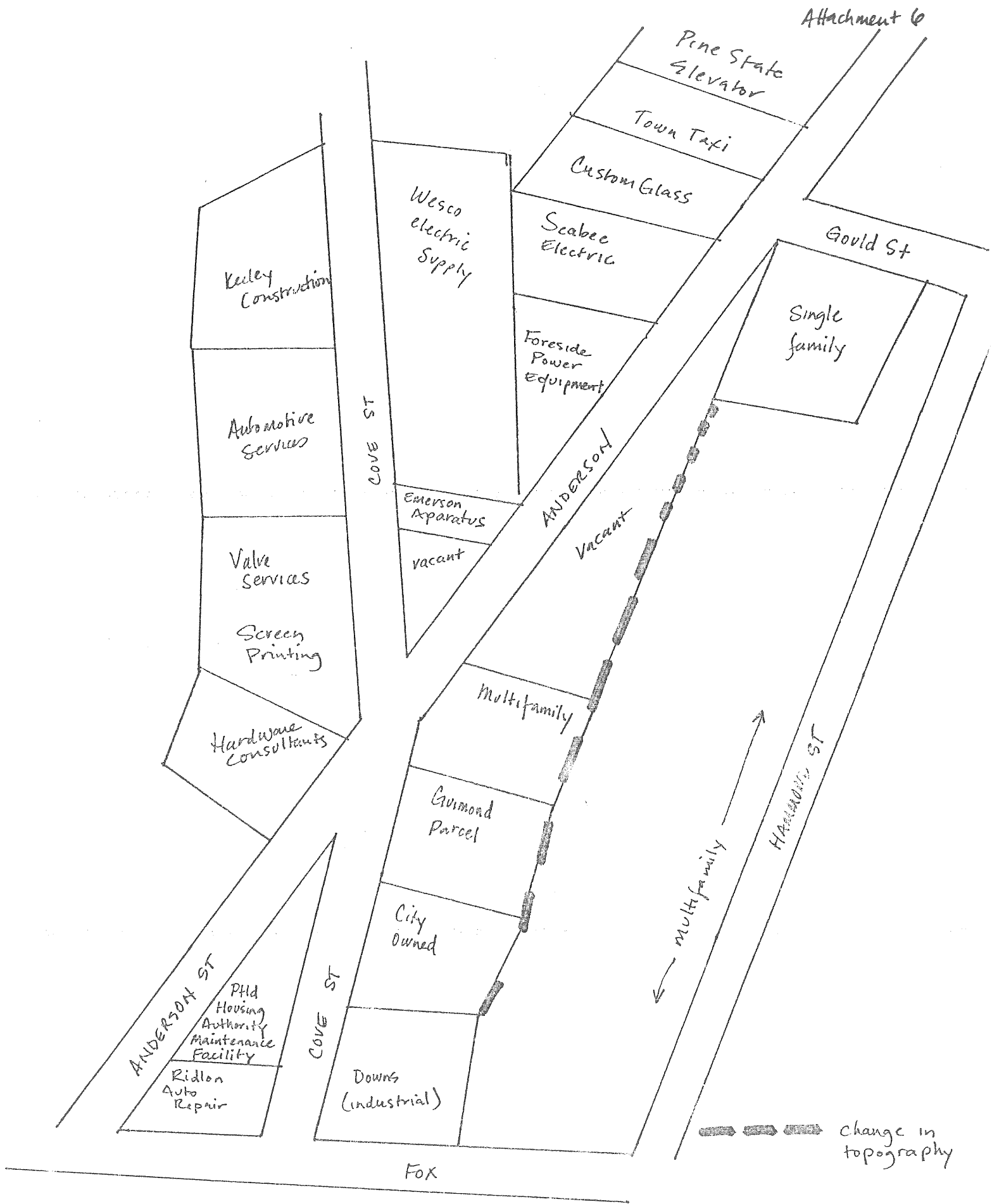
MOND
R6 TO B2
AND
2



FLOOR PLAN







## DIVISION 9. B-1 NEIGHBORHOOD BUSINESS ZONE\*

## Sec. 14-161. Purpose.

The purpose of the B-1 neighborhood business zone is to provide limited areas for the location of small-scale commercial establishments intended to serve a local market.

(Ord. No. 292-88, 4-4-88)

## Sec. 14-162. Permitted uses.

The following uses are permitted in the B-1 zone:

(1) *Residential*: Any residential use permitted in the residential zone abutting the lot. If there is no abutting residential zone, the nearest residential zone to the lot. In the case of two (2) or more abutting residential zones, the most restrictive such zone.

(2) *Business*:

- a. Professional offices, as defined in section 14-47, but excluding veterinarians.
- b. Business services, as defined in section 14-47.
- c. Personal services, as defined in section 14-47.
- d. Offices of building tradesmen, provided there is no exterior storage of building materials.
- e. Retail sales and services, excluding gasoline sales, provided such do not include drive-in or drive-through sales or services.

(3) *Institutional*:

- a. Church or other place of worship;
- b. Municipal offices;
- c. Elementary, middle and secondary schools;
- d. Nursery schools and kindergarten;
- e. Clinics of less than three thousand (3,000) square feet of total floor space.

(4) *Other*:

- a. Lodging houses;
- b. Utility substations, as defined in section 14-47, subject to the standards of article V (site plan); and
- c. Day care facilities or babysitting services; and
- d. Accessory uses as provided in section 14-404.

(Ord. No. 292-88, 4-4-88)

\*Editor's note—Ord. No. 292-88, adopted Apr. 4, 1988, with an effective date of July 1, 1988, repealed §§ 14-161—14-167 of Div. 9, B-1 Business Zone, of this article and enacted in lieu thereof similar new provisions as set out in §§ 14-161—14-167. Formerly, such sections derived from §§ 602.8.A—602.8.G of the city's 1968 Code and from Ord. No. 74-72, adopted Mar. 6, 1972, and Ord. No. 499-74, § 4, adopted Aug. 19, 1974.

**Sec. 14-163. Conditional uses.**

The following uses are permitted as provided in section 14-474 (conditional uses), if they meet the following requirements:

- (1) Restaurants, provided they meet the following requirements:
  - a. Maximum total floor area for use of the public of one thousand (1,000) square feet;
  - b. The hours of operation limited to between 6:00 a.m. and 10:00 p.m. each day;
  - c. Food service and consumption are the primary function of the restaurant; and
  - d. No drive-in or drive-through service.

(Ord. No. 292-88, 4-4-88)

**Sec. 14-164. Prohibited uses.**

Uses not enumerated in sections 14-162 and 14-163 as either permitted or conditional uses are prohibited.

(Ord. No. 292-88, 4-4-88)

**Sec. 14-165. Dimensional requirements.**

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, residential uses permitted under section 14-162(1) shall meet the requirements of such abutting or nearest residential zone, and nonresidential uses in the B-1 zone shall meet the following minimum requirements:

- (1) *Minimum lot size:*
  - a. School: Twenty thousand (20,000) square feet.
  - b. Church or place of worship: Ten thousand (10,000) square feet.
  - c. All other nonresidential uses: None.
- (2) *Minimum street frontage:* Fifty (50) feet. If the average of the street frontages on all lots within two hundred (200) feet of the boundaries of the lot in question on the same side of the street and within the B-1 zone is less than fifty (50) feet, then the minimum street frontage may be reduced to the average frontage of such lots.
- (3) *Minimum yard dimensions:*

(Yard dimensions are required setbacks for structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)

- a. *Front yard:*
  1. Principal or accessory structure: Ten (10) feet, except that:
    - i. The front yard need not exceed the average depth of immediately abutting front yards; and

- ii. The front yard of a lot existing as of April 4, 1988, and which lot is less than one hundred (100) feet deep, need not be deeper than ten (10) percent of the depth of the lot.

b. *Rear yard:*

- 1. Principal structures: None, except where a rear yard abuts a residence zone or residential use, twenty (20) feet is required.
- 2. Accessory structures (detached): None, except where the rear yard abuts a residence zone or residential use, five (5) feet is required.

c. *Side yard:*

- 1. Principal structures: None, except that where a side yard abuts a residence zone or residential use, ten (10) feet is required. If a side yard is provided, however, it shall be no less than five (5) feet in width.
- 2. Accessory structures: None, except that where the side yard abuts a residence zone or a residential use, five (5) feet is required.
- 3. Side yards on side streets (corner lot):

Principal or accessory structures: Ten (10) feet.

- (4) *Minimum lot width:* Fifty (50) feet or, if the average of the lot widths within two hundred (200) feet of the boundaries of the lot in question on the same side of the street and in the B-1 zone is less than fifty (50) feet, then the minimum street frontage may be reduced to the average lot width of such lots.
- (5) *Maximum structure height:* Thirty-five (35) feet. Where the lot abuts an R-6 residential zone, the maximum height shall be the maximum permitted height in the R-6 residential zone.

- (6) *Maximum impervious surface ratio:* Eighty (80) percent.

(Ord. No. 292-88, 4-4-88)

Sec. 14-166. Other requirements.

All nonresidential uses shall meet the requirements of division 25 (space and bulk regulations and exceptions) of this article in addition to the following requirements:

- (1) *Landscaping and screening:* The site shall be suitably landscaped for parking, surrounding uses and accessory site elements, including storage and solid waste receptacles where required by article IV (subdivisions) and article V (site plan).
- (2) *Curbs and sidewalks:* Curbs and sidewalks as specified in article VI of chapter 25.
- (3) *Off-street parking and loading:* Off-street parking and loading are required as provided in division 20 and division 21 of this article.
- (4) *Front yard parking:* There shall be no parking in the front yard between the street line and the required minimum setback line. A maximum of ten (10) percent of the

total parking provided on the site may be located between the principal structure and the front yard.

- (5) *Signs*: Signs shall be subject to the provisions of division 22 of this article.
  - (6) *Exterior storage*: There shall be no exterior storage with the exception of receptacles for solid waste disposal. Such receptacles shall be shown on the approved site plan.
  - (7) *Storage of vehicles*: Storage of vehicles is subject to the provisions of section 14-335.
  - (8) *Shoreland and flood plain management regulations*: If the lot is located in a shoreland zone or in a flood hazard zone, then the requirements of division 26 and/or division 26.5 apply.
- (Ord. No. 292-88, 4-4-88)

#### Sec. 14-167. External effects.

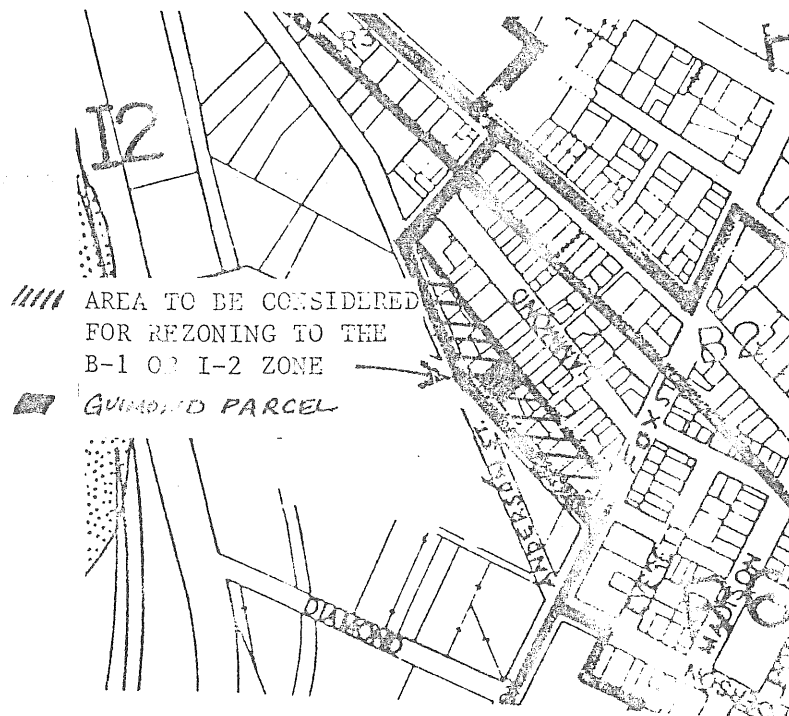
Every use in a B-1 zone shall be subject to the following requirements:

- (1) *Enclosed structure*: The use shall be operated within a completely enclosed structure, except for those customarily operated in the open air.
  - (2) *Noise*: The volume of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American Standards Association), generated shall not exceed fifty-five (55) decibels on the A scale, on impulse (less than one (1) second), at lot boundaries, excepting air raid sirens and similar warning devices.
  - (3) *Vibration and heat*: Vibration inherently and recurrently generated and heat shall be imperceptible without instruments at lot boundaries.
  - (4) *Glare, radiation or fumes*: Glare, radiation or fumes shall not be emitted to an obnoxious or dangerous degree beyond lot boundaries.
  - (5) *Smoke*: Smoke shall not be emitted at a density in excess of twenty (20) percent opacity level as classified in Method 9 (Visible Emissions) of the Opacity Evaluation System of the U.S. Environmental Protection Agency.
  - (6) *Materials or wastes*: No materials or wastes shall be deposited on any lot in such form or manner that they may be transferred beyond the lot boundaries by natural causes or forces. All materials which might cause fumes or dust, or constitute a fire hazard if stored out-of-doors, shall be only in closed containers. Areas attracting large numbers of birds, rodents or insects are prohibited.
- (Ord. No. 292-88, 4-4-88)

Secs. 14-168–14-180. Reserved.

TO RESIDENTS AND PROPERTY OWNERS IN THE VICINITY OF  
COVE AND ANDERSON STREETS

On Tuesday afternoon, February 22, 1994, the Portland Planning Board will hold a public hearing on a plan by Mr. Whalen Guimond to consider the rezoning of a parcel of land from R-6 Residential to either the I-2 Industrial Zone or the B-1 Business Zone as shown on the fragmentary map below. The rezoning could include only the 7,500 sq. ft. parcel requested by the applicant, or up to the larger area shown on the map.



The public hearing is scheduled to begin at 5:00 p.m. in Room 209, City Hall, 389 Congress Street, Portland, Maine. Should you wish to review the plans in advance, they are available in the Portland Planning Department, Room 211 of City Hall. If you are unable to attend the public meeting of the Board, please send your comments in writing to Joseph E. Gray, Jr., Director of Planning and Urban Development, City Hall, Room 211, 389 Congress Street, Portland, Maine 04101.

Alexander Jaegerman  
Chief Planner

/s/



