

209-215-2016255 SHEET

Quick Check List for Preliminary Bd. of Appeals

Get a manila, legal size file folder and on the outside flap, list the following items, as these are done check each one off.

1. Sanborn Map (in Marge's office)
2. Assessor's Chart (front county)
3. List property abutters (use books on the county)
4. Letter of acknowledgment to owner
5. Notice to abutters
6. Envelopes for notices (if needed, use the postcard method when possible)
7. City Map (in left hand draw under the computer terminal)
8. Decision Form (in Marge's office)
9. Prepare an Agenda from the info submitted (needs to go to the paper)
10. Date of meeting and name of the Applicant on front of file.
11. *Let Marge go, etc.*
12. *Billings fifth*

Remember before sending any letters, notices or agenda out they need Marge's and Charlie Lane's approval.

There is a black note book with sample letters of every type of letter you will use, you can use these as a go-by, and there is a Procedure Manual that will be able to answer alot of your questions. Good Luck

P. O. Box 7355, Portland 04112

Contractor Name:

Address:

Phone:

Business Name:

Family Workshop, Inc

Permit Issued:

Past Use:

Human Service Ctr

Proposed Use:

Human Service Ctr

COST OF WORK:

\$

PERMIT FEE:

\$50.00

FIRE DEPT. ☐ Approved☐ Denied

INSPECTION:

Use Group: Type:

Proposed Project Description:

Variance Appeal - request relief of required parking spaces

Signature:

Signature:

Zone: CBL:

B-2-13-M-15,16,17

Zoning Approval:

Special Zone or Reviews:

- ☐ Shoreland
☐ Wetland
☐ Flood Zone
☐ Subdivision
☐ Site Plan ☐ major ☐ minor ☐ mm ☐

Permit Taken By:

Victoria A. Dover

Date Applied For:

March 7, 1996

1. This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

Zoning Appeal

- ☒ Variance
☐ Miscellaneous
☐ Conditional Use
☐ Interpretation
☒ Approved with conditions
☐ Denied

Historic Preservation

- ☐ Not in District or Landmark
☐ Does Not Require Review
☐ Requires Review

Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Date:

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT

Linda Hogan
East End Children Workshop

P. O. Box 7355, Portland 04112

ADDRESS:

3/7/96

DATE:

772-5467

PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

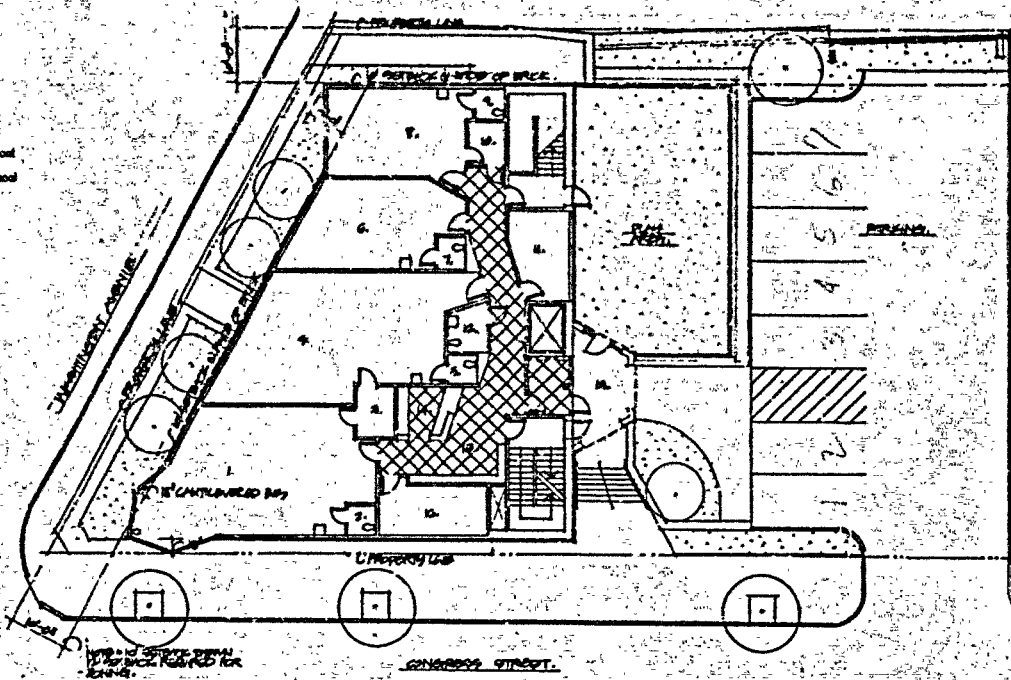
CEO DISTRICT



M. Leary

Middle Floor

- 1 BSCW Older Preschool
- 2 Toddler
- 3 BSCW Younger Preschool
- 4 Toddler
- 5 BSCW Half Day Preschool
- 6 Toddler
- 7 BSCW Preschool
- 8 Toddler
- 9 BSCW Preschool
- 10 Toddler
- 11 BSCW Office
- 12 Toddler
- 13 Main Entry
- 14 Main Entry/Corridor
- 15 Waiting area
- 16 Family Services Office



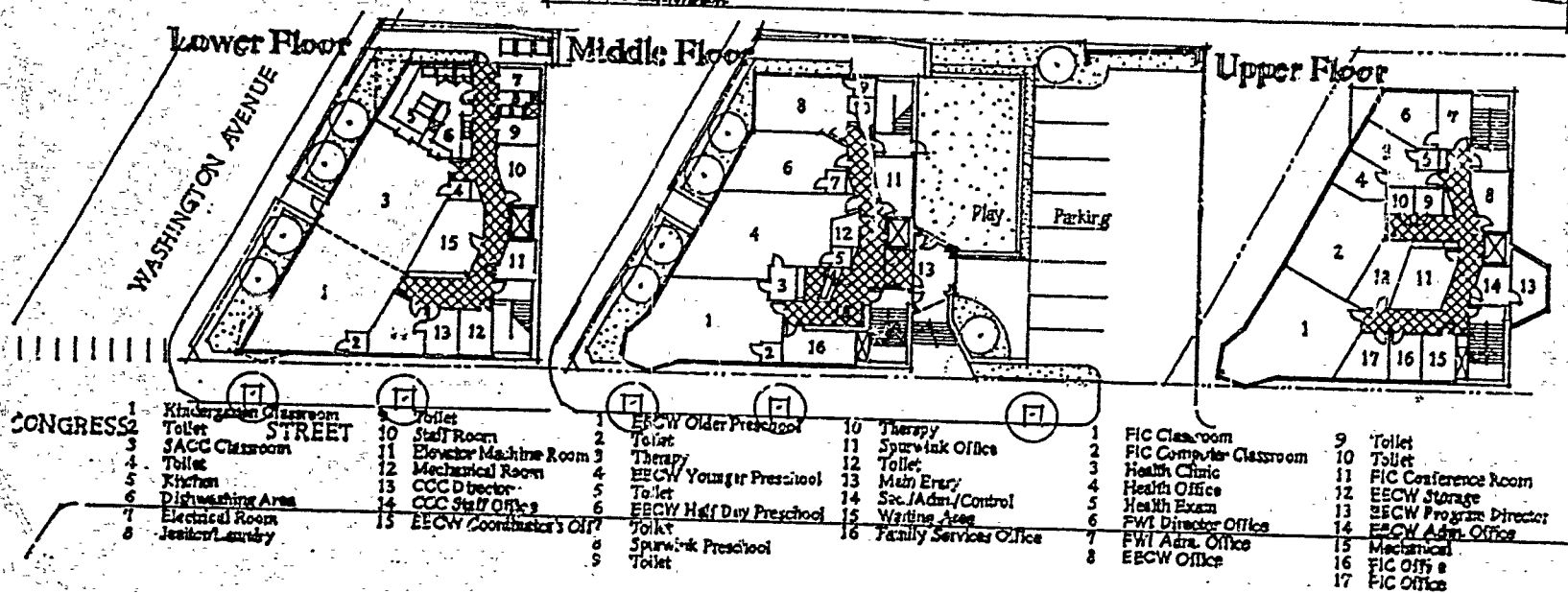
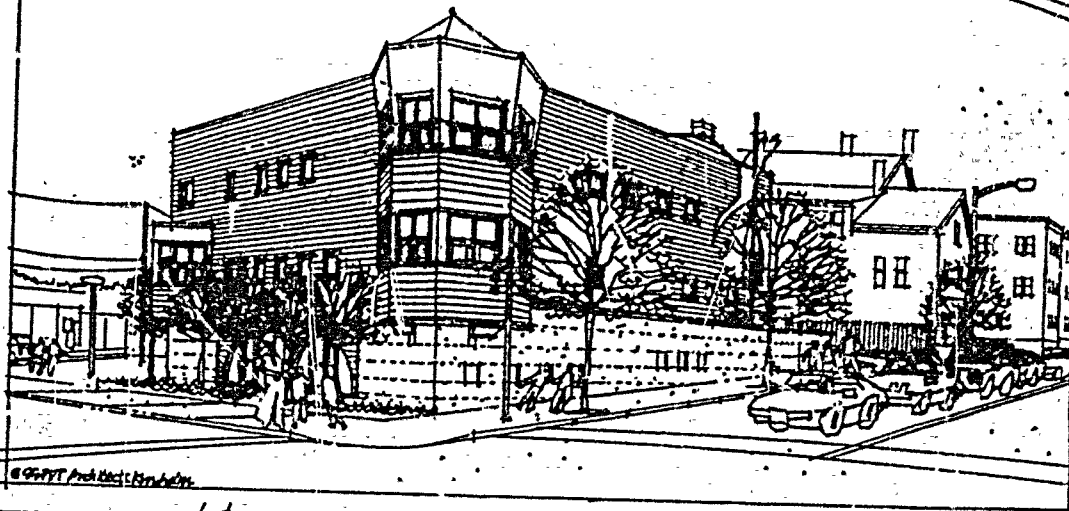
FAMILY WORKSHOP INC.
Portland, Maine

ARCHITECT
DATE
SCALE
SHEET NO.
TOTAL SHEETS

A1

Family Workshop Inc.

PORTLAND, MAINE





March 25, 1996

Ms. Linda Hogan
Family Workshop Incorporated
209-215 Congress Street
Portland, Maine 04101

RE: 209-215 Congress Street ✓

Dear Linda,

As you know, at its March 21, 1996 meeting, the Board of Appeals voted to grant your request from relief of required parking spaces with the conditions that: 1) Family Workshop, Incorporated remain as owner/tenant on this site and 2) that your programs continue to function as presented to the Board.

A copy of the Board's decision is enclosed for your records.

Also enclosed is a Certificate of Variance Approval. It is necessary that this certificate be recorded in the Cumberland County Registry of Deeds within 90 days in order for the variance to be valid.

Sincerely,

A handwritten signature in cursive script, reading "Marge Schmuckal".

Marge Schmuckal
Asst. Chief, Code Enforcement Division


cc: Matthew D. Manahan, Chairman
Joseph E. Gray, Dir, PUD
P. Samuel Hoffses, C. Code Enf Div
M. Leary, CEO
CHARLES A. LANE

CERTIFICATE OF VARIANCE APPROVAL

I, Matthew D. Manahan, the duly appointed Chairman of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the 21st day of March, 1996, the following variance was granted pursuant to the provisions of 30-A M.R.S.A. Section 4353(5) and the City of Portland's Code of Ordinances.

1. Property Owner: Family Workshop, Incorporated
2. Property: Cumberland County Registry Book _____, Page _____
(Last recorded Deed in Chain of Title)
3. Variance and Conditions of Variance: To grant relief from Section 14-186(3) minimum required parking spaces with the conditions that: 1) Family Workshop, Inc. remain as owner/tenant on this site and 2) Family Workshop, Inc. continue their programs as presented to the Board of Appeals.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 25th day of March, 1996.

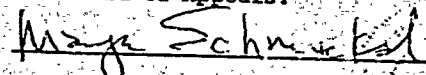

Matthew D. Manahan, Chairman

MATTHEW D. MANAHAN
(Printed or Typed Name)
Chairman, Zoning Board of Appeals
City of Portland

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above-named Matthew D. Manahan and acknowledged the above certificate to be his/her free act and deed in his/her capacity as chairman of the Portland Board of Appeals.

MARGARET SCHMUCKAI
Notary Public, Maine
MY COMMISSION EXPIRES 03, 1998


MARGE SCHMUCKAI
(Printed or Typed Name)
Notary Public

PURSUANT TO 30-A M.R.S.A. SECTION 4353(5), THIS CERTIFICATE MUST BE RECORDED BY THE PROPERTY OWNER IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN 90 DAYS FROM FINAL WRITTEN APPROVAL FOR THE VARIANCE TO BE VALID. FURTHERMORE, THIS VARIANCE IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 14-474 OF THE CITY OF PORTLAND'S CODE OF ORDINANCES.

TYPE OF APPEAL

Varianse Appen

1. Name of Applicant East End Children's Workshop / Family Workshop, Inc.
2. Address of Applicant 204-215 Congress St.
3. Right of applicant to appeal.
Owner ✓
Option to Purchase _____
4. Location of property under appeal 204-215 Congress St.
5. Zone in which the property is located B-2
6. Present use of property vacant
7. Proposed use if the appeal is granted.

8. Names and addresses of those appearing in support of the application:

Linda Hoya

Wendell Kirkland

Laurie Bickford

Sheila Nutt

9. Names and addresses of those appearing in opposition to the application:

10. Listing of the documentary evidence presented to the Board (e.g., plans, photos, maps, etc.)

A variance may be granted if the Board finds that it will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Ordinance would result in "undue hardship". The following questions must all be answered, with supporting findings of fact, in order to grant the appeal.

1. Can the land yield a reasonable return (not the highest return) without the granting of a variance?

No 5 (deny the appeal)

Reasons (including evidence) _____

2. Are there factors which are unique to this property, and not to the general conditions of the neighborhood, which create a need for a variance?

Yes 5
No _____ (deny the appeal)

Reasons (including evidence) _____

3. Will the granting of the variance alter the essential character of the locality?

Yes _____ (deny the appeal)
No 5

Reasons (including evidence) _____

4. Is the hardship a result of action taken by the applicant or a prior owner (self-created hardship)?

Yes _____ (deny the appeal)
No 5

Reasons (including evidence) _____

If the appeal is granted, does the Board wish to impose conditions which will further the intent and purpose of this Ordinance?

Yes

No

Specific Conditions

Reasons

Date of Public Hearing 3/21/96

Motion To grant the variance to the required parking spaces, conditional that the East End Children's work shop (including conditions and findings of fact) continue to operate at the

location and continue to operate its program as presented to the Board in its report and testimony on March 21, 1996

Votes in Favor

Charles E. Smith
Catherine Smith

W. H. Smith
E. J. Smith
D. J. Smith

Votes Opposed

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



209-215 CONGRESS STREET

All persons interested either for or against this Space and Bulk Variance will be heard at a public hearing in Room 209, City Hall, Portland, Maine on Thursday evening, March 21, 1996 at 7:00 p.m. This notice of required public hearing has been sent to the owners of property directly abutting and directly across the street or alley from the property as required by the Ordinance.

East End Children's Workshop, owner of the property at 209-215 Congress Street, which is in a B-2 Zone, under the provisions of Section 14-91(1) of the Zoning Ordinance of the City of Portland, Maine, hereby respectfully petitions the Board of Appeals to grant relief from required parking spaces at this address. For more detailed information, please come to Room 315 at City Hall weekdays from 7:00 a.m. to 4:00 p.m.

LEGAL BASIS OF APPEAL: Such appeal will be granted if the Board of Appeals finds that the conditions imposed by Section 14-473(c)(1) of the Zoning Ordinance have been met.

MATTHEW D. MANAHAN
CHAIRMAN

389 CONGRESS STREET • PORTLAND, MAINE 04101 • TELEPHONE (207) 874-8300



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Wileen Daniels, Clerk
FROM: Marge Schmuckal, Asst. Chief, Inspection Services
SUBJECT: Actions taken by the Board of Appeals on March 21, 1996
DATE: March 22, 1996

The meeting was called to order at 7:05 p.m. There were five members present. Matthew Manahan and Lee Lowery were absent. William Neleski was acting chairman, Elizabeth Bordowitz acting secretary.

1. Unfinished Business:
Conditional Use Appeal:

115 Alpine Road, Muriel Nevers, executrix of the estate of Irene M. Bartley, owner, the Board accepted the withdrawal of this appeal.

2. New Business:
Conditional Use Appeals:

73 Lincoln Street, Laurie and Wendell Bickford, owners, the Board voted 5-0 to grant the change of use from a two family dwelling to a two family dwelling with one dwelling unit on the first floor having a daycare for up to 12 children. R-5 Zone

27 Brentwood Street, Andrea Kolgin and Mark Sinclair, owners, due to lack of owner representation, it was decided to carry this appeal over to the next scheduled board meeting. R-5 Zone

Variance:

165 Regan Lane, Peter and Stephanie Deroche, owners, the Board voted 5-0 to deny relief from required side yard setback to allow the addition of an attached garage with master bedroom above. R-3 Zone

209-215 Congress Street, Family Workshop, Inc., owner, the Board voted 5-0 to grant relief from required parking spaces with the condition that the Family Workshop, Inc. remain as owner/tenant on this site and that their programs continue to function as presented to the Board. B-2 Zone

122 Whitney Avenue, Residential Resources, Inc. Please, the Board
board voted 5-0 to grant the construction of an exterior handicap ramp
in the front yard with the condition that when the ramp is no longer
needed by the resident, that it shall be dismantled. R-3 zone.
The meeting was adjourned at 8:25 p.m.

Enclosure: Agenda for March 21, 1990 meeting
Copy of Board's decisions
Tape of meeting

cc: Joseph E. Gray, Dir, PUD
P. Samuel Hoffses, C, Insp Div
Charles A. Lane, Corp Counsel
Matthew Manahan, Chairman
William Neleski, Acting Chairman



VARIANCE APPEAL APPLICATION

Applicant's name and address: Family Workshop, Inc., 209 - 215
Congress Street, Portland, ME 04101

Applicant's interest in property (e.g. owner, purchaser, etc.): Owner

Owner's name and address (if different): East End Children's
Workshop, PO Box 7355, Portland, ME 04112

Address of property and Assessor's chart, block, and lot number:

MAP 13, Block M Lots 15, 16, 17

Zone: B-2 Present Use: Mixed Commercial

Variance from: Section 14-¹⁸⁶⁽³⁾~~200~~

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a variance as above described, and certifies that all information herein supplied by him/her is true and correct to the best of his/her knowledge and belief.

Dated: 3/5/96

[Signature]
Signature of Applicant

thereof, to the petitioner and his property would cause undue hardship. In order for the Board to find "undue hardship", the applicant must answer all of the following questions, and provide supporting evidence. The Board will consider this evidence in deciding whether to grant the appeal.

1. Can the land yield a reasonable return (not the highest return) without the granting of a variance?

Yes _____ (deny the appeal)
No _____

Reasons _____

2. Are there factors which are unique to this property, and not to the general conditions of the neighborhood, which create a need for a variance?

Yes _____
No _____ (deny the appeal)

Reasons _____

3. Will the granting of the variance alter the essential character of the locality?

Yes _____ (deny the appeal)
No _____

Reasons _____

4. Is the hardship a result of action taken by the applicant or a prior owner (self-created hardship)?

Yes _____ (deny the appeal)
No _____

Reasons _____

It is up to the applicant to decide whether to file an appeal after reviewing the above requirements.

service center. This use and the proposed building/site plan have been planned and developed with input from a large number of community agencies and departments.

This property falls within the B-2 Zone. With its current design, 24-27 parking spaces are required under the zoning ordinance. This number of parking spaces is more than would ever be needed for this proposed site and project. Due to the location, on the corner of Washington Avenue and Congress Street, and the configuration of the property, we are guaranteed 17 parking spaces, and have an agreement to rent up to an additional ten (10) spaces from a neighboring business. However, FWI does not believe that the additional ten (10) spaces will be necessary for tenant use. Further, the rental cost for those spaces must be achieved from the EECW program budget which will translate into fewer dollars for services.

Because we are unable to meet this requirement, we ask that a parking waiver be granted. Without such a waiver, we will not be able to proceed with this much needed and applauded community based project.

We also find it important to mention that during FWI's January presentation to the Planning Board, John Carroll suggested we pursue a parking waiver for the reasons that are set forth in Item 2) below.

2) There are several factors unique to the subject property, neighborhood and intended use which create, and we feel justify, the much needed parking waiver.

The configuration of the building and the surrounding properties do not allow for the creation of additional, adjacent surface area parking. It should also be taken into consideration that the formula of square footage includes a disproportionate number of square feet encompassing hallways, stairways and elevators to comply with ADA standards. If these areas were not factored into the gross square footage formula, the actual, usable area would result in a lesser number of required parking spaces under the city code.

The site is located on the corner of Washington Avenue and Congress Street. A former occupant of this site, "Mr. T's Food Shop", relied solely on parking spaces along Congress Street, Washington Avenue and Cumberland Avenue. If we were to include all of the available street parking, there will always be more parking spaces available than would be needed and/or used.

The plans before the Portland Planning Board reflect seven (7) on site parking spaces and ten (10) parking spaces on the property adjacent to the subject property. These ten (10) adjacent spaces are currently being leased by the Family Workshop, Inc. The lease for these spaces is for a period of five (5) years and includes a first right of refusal to

parking spaces, will more than meet the needs for this site and its use.

A unique aspect to this property and its use is that FWI and EECW own and/or utilize three (3) program vehicles. These vehicles will be parked on site and are used to transport clients that will be visiting and utilizing the services we provided at this site. Adults will be transported to this site for specific programs. Children will also be transported by these vehicles for before and after school care. Regional Transportation System will also transport children to and from the site.

In addition, the majority of the people using this neighborhood/community center live within the surrounding neighborhood. Many clients and staff employees will be walking to the center. Because a large part of the function of this center is to provide child care services- parents, family members and friends will be dropping children off and picking them up. There is not a need for a large, long term parking area.

Of the twenty-one (21) adults who will be working in this facility, six of them will be part-time employees with non-simultaneous schedules. Additionally, three of these twenty-one (21) individuals will be drivers for the vehicles and will not utilize parking spaces of their own.

Most clients that will utilize this project are lower income. Many of the parents of the children that will use the services at this site do not own vehicles. Therefore they do not require parking spaces. Also, it's clear that the majority of people visiting this site are children, who also don't own or use vehicles!

3) By granting the parking waiver, the Board will preserve, not alter, the character of the neighborhood. To try to create additional adjacent, surface area parking would not only be a hardship for FWI, but would most likely be contested by the neighborhood residents because there is no vacant land available to accomplish this.

4) The hardship associated with the current parking requirements is not a self created hardship, nor one created by a prior owner. An important point to consider here is that this new facility will require less demand for parking than the previous building, which was residential/commercial in nature.

The proposed child care and family service center is a project that has been planned and coordinated between many interested parties, including the City of Portland. The East End is in need of this project and the services that will be provided under one roof. There are few, if any, other sites in Portland's East End neighborhoods available to meet the needs of this project.

...was imperative that the site be accessible by foot and centrally located between Munjoy Hill and Bayside. The location on the corner of Washington Avenue and Congress Street meets this need perfectly. If the proposed center were to be located farther from the neighborhoods of this area, the clients that need this service, would be unable to utilize it for lack of transportation.

March 5, 1996

Mr. Matthew D. Manahan, Chairperson
Zoning Board of Appeals
City of Portland
389 Congress Street
Portland, ME 04101

Dear Mr. Manahan:

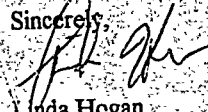
This letter is written to request relief from up to ten (10) onsite parking spaces that are currently a zoning condition attached to the construction of our new facility, Family Workshop, Inc.

As per your office, I have attached the required documentation including: a plot plan for the site; a building floor plan; photos of the property and adjacent, leased parking spaces; a copy of our deed; a parking lease for spaces on the site adjacent to the property and a letter of intent for a second parking area. You will note that the letter of intent, for additional parking, between our organization and "In Town Tune Up" guarantees us up to ten (10) spaces, if needed, once construction is completed. This agreement would be null and void, however, if this waiver request is granted by the Zoning Board of Appeals.

I am hopeful that your careful examination of our appeal request will satisfy your committee that the onsite and adjacent leased space will accommodate our parking need for the new building and that the additional ten (10) spaces required under the zoning ordinance are not necessary for our occupants and will constitute a hardship. (Rental costs must be taken from program funding, which reduces services to children.)

Thank you. I look forward to our hearing on March 21st.

Sincerely,



Linda Hogan
Executive Director

I. PARK, (a Maine Partnership) (hereafter Landlord) and owner of a certain lot of land on Washington Avenue in Portland, Maine, hereby leases said land to FAMILY WORKSHOP, INC., d/b/a East End Children's Workshop from January 1, 1996 to December 31, 2001.

II. Tenant shall pay \$300 per month during 1996 which may be deferred without interest to be paid at a rate of \$100 per month. Provided, however, that should Tenant rent or sublease all or any part of the premises during 1996 all of said payments received shall be paid to Landlord to reduce the rental obligation deferred during 1996. The remainder, if any, shall be paid at \$100 per month commencing January 1, 1997. Rental payments commencing January 1, 1997 shall be \$585 per month plus any balance of the deferred arrearage at \$100 per month. Tenant shall receive the rental payments from Harold Lovejoy or the tenant of the building on the premises as of January 1, 1997. During 1996 said payments shall be made to Landlord.

III. Maintenance and snow removal shall be Tenant's responsibility.

IV. Tenant shall not use nor shall it obstruct the entrance to the building located on Landlord's premises during the tenancy of Harold Lovejoy.

V. Harold Lovejoy shall have the right to use the premises he currently occupies for a barber shop at his current rate of \$285 per month during the course of the lease. If the tax escalator results in an increase in rent, Harold Lovejoy's rent may be increased proportionately. If Tenant requires the use of the premises Mr. Lovejoy occupies, he shall be offered comparable space at no increase in rent and with appropriate signage for a barber shop. In any event, Harold Lovejoy shall have the right to retain the use of his current premises for the remainder of 1996.

VI. Tenant agrees to keep said premises in as good order, repair and condition as the same are in at the commencement of this lease term, or may be put in thereafter and, at the termination of this Lease, peaceably to yield up said premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods that is not attached to the premises, repairing all damage caused by said removal, leaving the premises clear and tenantable. If Landlord permits Tenant to leave any such goods and chattels at the premises, and the Tenant does so, Tenant shall have no further claim and rights in such goods and chattels as against Landlord or those claiming by, through or under Landlord.

VII. Tax Escalator - The base year for taxes levied on the demised premises will be 1995. Any increase in taxes shall be paid by Tenant on December 31 of the year in which taxes are levied.

VIII. Landlord shall not be liable to anyone for interruption in or cessation of any services rendered to the premises due to any accident, the making of repairs, alterations or improvements, labor difficulties, except to the extent that the liability of the Landlord is insured by a virtue of a general comprehensive Landlord public liability insurance policy.

IX. Tenant may assign this lease to a non-profit organization but agrees not to assign this Lease nor make any sublease without on each occasion obtaining prior written consent of the Landlord.

X. Tenant agrees not to make any alterations or additions to the demised premises without the written consent of the Landlord.

XI. Tenant agrees to save Landlord harmless and indemnified from any injury, loss, claim or damage to any person or property while on the premises if not due to negligence of Landlord and to any persons or property anywhere on the demised premises which are a part occasioned by an omission, neglect of Tenant or of employees or invitees of Tenant.

XII. Tenant agrees to insure Tenant and Landlord, as their interests appear, with general public liability coverage on the demised premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve.

XIII. That, without limitation of any other provision herein, the Landlord and its employees shall not be liable for any injuries to any person or damages to property due to the failure of repair or happening of any accident in or about the premises or due to any act or neglect of any tenant, employee or visitor of Tenant. Providing, however, the Landlord shall be liable for its negligence or its employees to the extent that the liability of the Landlord is insured by virtue of a general comprehensive Landlord's public liability insurance policy.

XIV. Tenant agrees to pay Landlord expenses, including reasonable attorney's fees, incurred enforcing any obligation of this Lease which has not been complied with.

XV. Tenant agrees not to suffer or permit any lien of any nature or description to be placed against the premises and in

the case of such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the premises.

XVI. All rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of this Lease.

XVII. Tenant agrees, at the request of the Landlord, to subordinate this Lease to any mortgage placed upon the premises by Landlord and, if required by the mortgage, to agree not to pre-pay rent more than ten days in advance.

XVIII. This Lease shall cease immediately if the Tenant shall suffer any assignment for the benefit of creditors, receivership, conservatorship, bankruptcy or similar act.

XIX. If the demised premises are to be sold and the Landlord does not retain its interest in the building located at 97 India Street, Landlord agree to first offer the property for sale to Tenant. If Tenant declines said offer or does not respond within thirty (30) days, then Landlord may sell the premises to a purchaser of its choosing.

XX. Tenant agrees to look solely to Landlord's interest in the demised premises for recovery of any judgment from the Landlord; it being agreed that Landlord is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

XXI. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent, or waiver to or of any other breach of the same or other covenant, condition or duty.

XXII. Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if mailed by Certified Mail addressed to the Tenant at 16 Washington Avenue, Portland, Maine or to the Landlord at 97 India Street, Portland, Maine.

XXIII. Landlord and Tenant agree that this Lease shall not be recordable.

XXIV. This writing consisting of Three pages is the full and complete agreement between the parties. It may only be amended or modified by a signed writing.

Executed at Portland, Maine this 31st day of December, 1995.

WITNESS:

Debra Hayes

Kathryn Stead

PARK

By:

Howard T. Reben
Howard T. Reben
Partner, Landlord

FAMILY WORKSHOP, INC.

By:

Linda Hogan
Linda Hogan
Executive Director
Tenant

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF PORTLAND, a body politic and corporate situated in the County of Cumberland, State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration, paid by THE FAMILY WORKSHOP, INC., a Maine corporation having a place of business at Portland, County of Cumberland, State of Maine, receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey with warranty covenants to the said FAMILY WORKSHOP, INC., its successors and assigns, a certain lot or parcel of land situated in said City of Portland, more particularly described in Schedule A, attached hereto and incorporated herein by reference.

Such transfer shall be subject to the following condition:

Within eighteen months after the date hereof, Grantee shall have received all required approvals for and shall have commenced construction of its proposed social services facility. In the event of any failure of performance hereunder, Grantor shall give written notice to Grantee and to any mortgagee of record, and Grantee or any such mortgagee shall have three (3) months within which to cure the default. If Grantee fails to comply with this condition, and said default is not cured as provided herein, Grantee agrees that title to the Premises shall, upon expiration of the time permitted to cure such default, revert to Grantor, and Grantor shall have the right to re-enter the Premises and re-take possession. In addition, Grantor shall have the right to pursue all other remedies therefor, both in law and in equity. Should title revert to Grantor as herein provided, Grantor shall refund Grantee's purchase price of thirty-three thousand dollars (\$33,000.00) and the reasonable value of any improvements or repairs made to the Premises, provided that such improvements or repairs were accomplished in a good and workmanlike manner and in compliance with all applicable City, State, and Federal regulations.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this instrument to be signed by Duane G. Kline, its duly authorized Director of Finance, this 11th day of January, 1996.

WITNESS

CITY OF PORTLAND

Ma. Q. B. Geller

Duane G. Kline
Duane G. Kline
Director of Finance

STATE OF MAINE
CUMBERLAND, ss.

January 11, 1996

Personally appeared the above-named Duane G. Kline, and
acknowledged the foregoing instrument to be his free act and deed
and the free act and deed of the City of Portland.

Before me,

Natalie L. Burns
Notary Public Attorney-at-Law

Natalie L. Burns
Printed Name

SCHEDULE A

A certain lot or parcel of land, situated on Congress Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at the intersection of the northwesterly sideline of said Congress Street with the northeasterly sideline of Washington Avenue; thence northerly by said line of Washington Avenue one hundred (100) feet, more or less, to land now or formerly of John P. Boyd; thence by land now or formerly of said Boyd northeasterly forty-four (44) feet, more or less, to land now or formerly of John F. Proctor; thence continuing northeasterly, parallel, or nearly so, with Congress Street, forty-one (41) feet to a point; thence southeasterly eighty-eight (88) feet to a point in said line of Congress Street distant one hundred twenty-nine (129) feet from the point of beginning; thence by said line of Congress Street southwesterly one hundred twenty-nine (129) feet to the point of beginning.

ALSO a certain lot or parcel of land, situated on the northerly side of Congress Street in said Portland, and more particularly described as follows: Beginning on the northerly side of said Congress Street at the easterly corner of land now or formerly of Daniel T. Mullin or Muller; thence northeasterly on said Congress Street thirty-one (31) feet, more or less, to land now or formerly of William Gray; thence northwesterly by land now or formerly of said Gray ninety (90) feet, more or less, to land now or formerly of John P. Boyd; thence southwesterly by land now or formerly of said Boyd thirty (30) feet, more or less, to land now or formerly of said Mullin or Muller; thence southeasterly by land now or formerly of said Mullin or Muller to the point of beginning.

Being the same premises conveyed to the City of Portland by warranty deed of 209-215 Congress Street Partnership dated October 12, 1993 and recorded in the Cumberland County Registry of Deeds in Book 11051, Page 71.

FAMILY WORKSHOP INC.

P.O. Box 7355, Portland, ME 04112
10 Mayo Street
772-5457

March 4, 1996

Mr. Peter Brown
In Town Tuneup
122 Cumberland Ave.
Portland, ME 04101

Re: Parking Rental For Family Workshop, Inc.

Dear Mr. Brown,

As per our discussion of today, this letter is written to serve as an agreement for a parking lease between Family Workshop Inc. and In Town Tuneup that will commence in March or April, 1997.

Family Workshop Inc. would like to rent up to ten (10) parking spaces at \$45.00 per car, per month. This letter is a friendly agreement in support of assisting Family Workshop Inc. to assure parking is available within one hundred feet of the facility in compliance with City of Portland zoning regulations.

This agreement will be formalized in March, 1997, in anticipation of completion of Family Workshop Inc. by April, 1997.

It is a pleasure to do business among neighbors and friends.

Signed: *Linda Hogan*
Linda Hogan, Family Workshop Inc.

Witness: *Carol White*

Signed: *Peter Brown*
Peter Brown, In Town Tune Up

Witness: *Carol White*

Dated: 3-4-96



Building Site Property
209 Congress Street
(From Congress Street View)

Building Site →
(From Washington Avenue)
View

