



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

*Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator*

December 15, 2006

Barbara A. Vestal
Chester & Vestal
107 Congress Street
Portland, Maine 04101

revised

RE: 71 and 77 St. Lawrence Street – 16-E-23 and 16-E-12 – R-6 Zone

Dear Barbara,

I am in receipt of your request for a zoning determination concerning the lots located at 71 and 77 St. Lawrence Street, and in more particular the vacant lot at 71 St. Lawrence Street.

Both lots are owned in common as you have stated in your letter. As you also stated, the developed lot, 77 St. Lawrence Street, is a conforming lot in size, street frontage, lot width, and lot size per dwelling unit. Apparently the side setback abutting the vacant lot at 71 St. Lawrence is also being met.

I have reviewed section 14-139(2) Small residential lot development. The conditions listed in the ordinance state that the lot shall be: "Vacant or is used exclusively for parking or contains structure not use for residential purposes as of January 1, 2005 and the lot existed as of January 1, 2005". It goes on to say that such a lot shall be no larger than 10,000 square feet in size.

71 St. Lawrence Street, 016-E-023, has existed with the same deed description prior to and as of January 1, 2005. That same lot is vacant and has not been used for residential purposes as of January 1, 2005. This same lot is 5,250 square feet in size.

I have determined that 71 St. Lawrence Street, 016-E-023, is eligible for development under 14-139(2) small residential lot development. Please note that this determination letter is not an approval to start construction. Prior to development required permits with appropriate plans shall be submitted for review and approval.

Very truly yours,

Marge Schmuckal, Zoning Administrator



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Portland, Maine 04101

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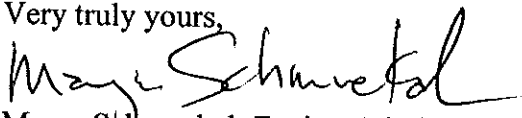
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I have reviewed section 14-139(2) Small residential lot development. The conditions listed in the ordinance state that the lot shall be: "Vacant or is used exclusively for parking or contains structure not use for residential purposes as of January 1, 2005 and the lot existed as of January 1, 2005". It goes on to say that such a lot shall be no larger than 10,000 square feet in size.

71 St. Lawrence Street, 016-E-⁰²³~~012~~, has existed with the same deed description prior to and as of January 1, 2005. That same lot is vacant and has not been used for residential purposes as of January 1, 2005. This same lot is ~~6,400~~ square feet in size.

I have determined that 71 St. Lawrence Street, 016-E-⁵²⁵⁰~~012~~⁰²³, is eligible for development under 14-139(2) small residential lot development. Please note that this determination letter is not an approval to start construction. Prior to development required permits with appropriate plans shall be submitted for review and approval.

Very truly yours,


Marge Schmuckal, Zoning Administrator

FAX



To: Barbara Vestal
Fax Number: 761-5822
From: Marge Schmuckel
Fax Number:
Date: 12/15/06
Regarding: 71 Vesper St
Total Number Of Pages Including Cover: 2
Phone Number For Follow-Up:

Comments:

BARBARA,
The original letter is being mailed.

Marge

City Of Portland, Maine
Inspections Division Services
389 Congress St Room 315 Portland Me 04101-3509
Phone: (207) 874-8703 or (207)874-8693
Fax: (207) 874-8716
<http://www.portlandmaine.gov/>

CHESTER & VESTAL

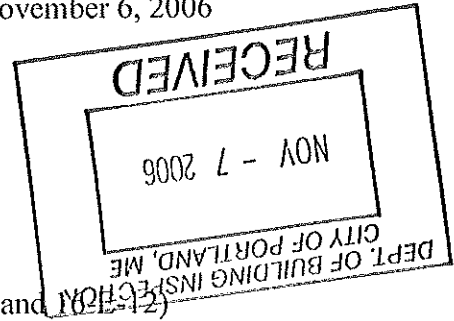
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

EDWIN P. CHESTER
BARBARA A. VESTAL

107 Congress Street
Portland, Maine 04101
Telephone (207) 772-7426
Fax (207) 761-5822
E-mail: nchester@maine.rr.com
vestal@maine.rr.com

November 6, 2006

Marge Schmuckal
Zoning Administrator
City of Portland
389 Congress Street
Portland, Maine 04101



Re: 71 and 77 St. Lawrence Street, Portland, Maine (16-E-23 and 16-E-22)

Dear Ms. Schmuckal:

R-6 Zone

I represent Caryl Tardiff, Personal Representative of the Estate of Cecil A. Hinds. I am trying to determine the development potential of properties owned by the Estate for purposes of having an accurate appraisal made of those assets. There is no specific development proposal at this time.

The purpose of this letter is to determine whether you concur with my interpretation of the City Code with regard to future development of 71 St. Lawrence Street. That property is currently a vacant lot, occupied only by a fence, a few feet of asphalt paving leading from a pre-existing curb cut, and vegetation. The issue is whether 71 St. Lawrence Street qualifies as a lot which existed as of January 1, 2005, thus whether it can be developed under the provisions of 14-139(2) for small residential lots in the R-6 zone.

It appears to me that the lot at 71 St. Lawrence Street (the "Vacant Lot") did in fact exist as of January 1, 2005. The lot is currently held by the Estate of Cecil Hinds. Mr. Hinds first acquired the lot from the Portland Renewal Authority in 1970. That description recited that the lot has a frontage of 42 feet on St. Lawrence Street and a depth of 125 feet. The description in the deed from the Portland Renewal Authority was slightly changed from prior deeds to reference then-current abutters and to remove provisions relating to built encumbrances on the property (which were apparently removed as part of the urban renewal process). Deeds in 1966 and 1954, while referring to different abutters and certain built encumbrances, did describe the same 42 by 125 foot lot. Thus the Vacant Lot has been separately described and separately taxed since prior to 1954, well prior to January 1, 2005.

The adjacent lot at 77 St. Lawrence Street is also owned by the Estate of Cecil Hinds. It contains a two-family house, which was occupied by Mr. Hinds as his principal residence from prior to 1966 until his death, September 1, 2006. It is my understanding that a question might arise as to



CITY OF PORTLAND, MAINE
Department of Building Inspections

April 8 2006

Received from Contractor's check

Location of Work 71 & 77 Lawrence St.

Cost of Construction \$ _____

Permit Fee \$ 150.00

Building (I1) _____ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other Young Determination
16 E 13

CBL: 16 E 12

Check #: 7835

Total Collected \$ 150

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

10/10/06
WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

Marge Schmuckal
November 6, 2006
Page Two

whether the lots have merged. I believe the facts and City Code support the position that they have not merged.

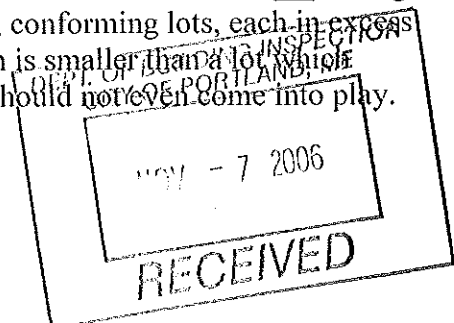
The house lot ("House Lot"), 77 St. Lawrence Street, is a lot of approximately 6,400 square feet, with a frontage of 50 feet 10 inches on St. Lawrence Street and a depth of approximately 125 feet (per deed). The structure on the lot has been there since well prior to 1957. The existing structure appears on the enclosed 1882 City plan. The lot exceeds the minimum requirements of the R-6 zone: it exceeds the 4,500 minimum lot size, has more than 40 feet of frontage and more than 50 feet of lot width. The structure contains only 2 dwelling units, well below the maximum. Thus, the House Lot at 77 St. Lawrence Street is an entirely conforming lot.

Similarly, the Vacant Lot, 71 St. Lawrence Street, is a fully conforming lot. It is 5,250 square feet with a street frontage of 42 feet. There is no structure on the lot, so the lot width requirement is not relevant. Thus it exceeds the R-6 minimum lot size and minimum street frontage requirements.

The Vacant Lot came into common ownership with the House Lot in 1974 when Cecil Hinds conveyed both lots, separately described in separate deeds, into joint ownership between himself and his spouse. As these lots were both legal conforming lots, I do not believe there is any requirement in City Code which would trigger a merger of the two lots.

The only aspect by which the House Lot does not conform to current code is in the side yard setback on the side adjacent to 79 St. Lawrence Street. Like most of the other houses on the street (as shown on the 1882 plan), it has a near zero foot setback from the northerly lot line (the side opposite of the Vacant Lot). It appears to be conforming on the side adjacent to the Vacant Lot. According to tax assessor records, the house is 30 feet wide at its widest point and there is a driveway between the structure and the common boundary (see attached sketch). It is grandfathered for the northerly setback. Combining the House Lot with the Vacant Lot would have no effect on the setback between the house and 79 St. Lawrence Street. As the setback between 77 and 79 St. Lawrence St. would be unaffected, nothing should trigger a merger of 77 and 71 St. Lawrence Street.

This analysis of whether the Vacant Lot is developable under the 14-139 small residential lot development provisions is distinguishable from the provisions in 14-433 concerning "lots of record." That latter provision would allow a lot of 3,000 square feet to be considered buildable in the R-6 zone if it was a lot of record in 1957, if it was held under separate and distinct ownership from adjacent lots, and if it had a street frontage of 40 feet. The Estate is not asking to take advantage of this provision. The Estate owns two legal, conforming lots, each in excess of 4,500 square feet. As it is not seeking to develop a lot which is smaller than a lot which would otherwise be required by the zoning ordinance, 14-433 should not even come into play.



Marge Schmuckal
November 6, 2006
Page Three

The requirement of "separate and distinct ownership" is only applicable in a 14-433 situation, where the owner is seeking to develop an otherwise undersized lot.

My understanding from speaking with Chief Planner Alex Jaegerman is that the policy behind the adoption of the provisions to allow development of small residential lots in the R-6 is to promote development which utilizes a traditional scale and building style, and to accommodate an increase in the number of housing units on the peninsula. There is no provision in 14-139(2) which requires that the small lot to be developed must be held in separate and distinct ownership from adjacent lots. Indeed, no policy would be served by distinguishing between those lots which may take advantage of the small lot provisions and those which may not based upon the ownership of adjacent lots. To the contrary, it is arguable that the infill development enabled by the small lot provisions requires such heightened sensitivity to the surrounding lots that it would actually be better if the adjacent lot(s) are held in common ownership. A common owner might propose infill development which is more respectful of the existing development in matters such as site configuration, view protection, shadowing, driveways, and landscaping.

For all of these reasons, I believe that the Vacant Lot should be determined to be eligible for development under 14-139(2) small residential lot development. However, if the City were to determine that the Vacant Lot could not be separately developed under 14-139 because the lots were considered merged, it is my understanding that there is significant development potential on the combined House Lot and Vacant Lot site to add on to the existing structure to accommodate many additional dwelling units under the conventional R-6 zoning. A future owner might opt to do that. However, I am seeking confirmation that the Vacant Lot can be developed under 14-139 because, at this point, I see that option as the least disruptive to the House Lot and the most likely to produce the kind of sensitive infill development that will re-knit the architectural fabric of the St. Lawrence Street streetscape.

If you need any more information, please feel free to contact me. Enclosed is a check for \$150.00 payable to the City of Portland as the determination letter fee.

Very truly yours,



Barbara A. Vestal

Enclosures: 1882 City plan
Sketch of site
1954, 1966 and 1974 deeds

cc: Caryl Tardiff, Per. Rep.

2476/1
1 294

116-E-023

Know all Men by these Presents, That

I, Lee H. Jones of Portland, in the County of Cumberland and State of Maine

in consideration of one dollar and other valuable considerations paid by Herbert M. MacDonald and Agnes M. MacDonald, both of said Portland

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Herbert M. MacDonald and Agnes M. MacDonald as joint tenants, and the survivor of them, their heirs and assigns and the heirs and assigns of the survivor of them forever, the following described property: A certain lot of land with the buildings thereon situated on the Northeastly side of St. Lawrence Street, in said Portland, and bounded and described as follows:

Beginning on said street at the corner of land formerly of Thomas Warren, and now or formerly of Sarah J. Rice, about One Hundred sixty-two (162) feet Southeastly from Monument Street; and running thence Northwestwardly on St. Lawrence Street forty-two (42) feet; thence Northeastwardly, parallel with said Rice land, One Hundred twenty-five (125) feet, more or less, to land formerly of Jeremiah Hacker at the fence now or formerly on the line of said land; thence southeastwardly forty-two (42) feet to said Rice land by the line of said fence; thence southwestwardly by said Rice land one hundred twenty-five (125) feet more or less, to the starting point; together with the right to use and occupy all that portion of the said Rice land upon which the house upon the rear of the lot now stands with a strip of land three (3) feet in width adjoining the East end and southeasterly side of said house, so long as said house shall stand thereon, all as reserved in deed of Mary A. Merrill et als to said Rice, dated January 12, 1884, and recorded in Cumberland County Registry of Deeds in Book 504, Page 238; the land hereby conveyed is the same which was conveyed to the late Adams Merrill by deed of Samuel L. Carleton dated December 24, 1860 recorded in said Registry in Book 305, Page 158 and is subject to the conditions and privileges therein contained, and no building is ever to be place on said lot within nine feet of St. Lawrence Street; being and intending hereby to convey the same property subject to the same privileges and conditions that was conveyed to Mads Mathison Nanson by deed of George W. Kelley.

Being the same property conveyed to this Grantor by David S. Perlin et als by deed dated May 10, 1954.

This conveyance is made subject to the taxes for 1954.

U.S.I.R.
\$9.35
L.H.J.
5/25/54

To Have and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Herbert M. MacDonald and Agnes M. MacDonald and the survivor of them, their heirs and assigns, and the heirs and assigns of the survivor of them to them and their use and behoof forever. And I do covenant with the said Grantees, and the survivor of them their Assigns and the heirs and assigns of the survivor of them heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances except the taxes above referred to

that I have good right to sell and convey the same to the said Grantees, to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantees and the survivor of them their Assigns and the heirs and assigns of the survivor of them heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Lee H. Jones and Winifred L. Jones wife of the said Lee H. Jones joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises,

our hand s and seal s this 25th day of May have hereunto set our hand s and seal s in the year of our Lord one thousand nine hundred and fifty-four.

Signed, Sealed and Delivered in presence of

S. W. Hughes
to both

Lee H. Jones
Winifred L. Jones

Seal
Seal

State of Maine, CUMBERLAND, ss.

May 25, 1954.

Personally appeared

the above named Lee H. Jones

and acknowledged the above instrument to be his free act and deed.

Before me, Stephen W. Hughes Justice of the Peace

Received

May 25,

19 54, at 12 o'clock 31 m. P. M., and recorded according to the original

2943/295

375

No. 100

Know All Men by these Presents,

That we, SHELDON A. GLIDDEN and THELMA J. GLIDDEN, both of Standish,
County of Cumberland and State of Maine,

Glidden
&

to

Portland
Renewal
Authority

in consideration of One Dollar and other valuable considerations,

paid by PORTLAND RENEWAL AUTHORITY, a body corporate and politic,
duly created and existing by virtue of an act of the Legislature
of the State of Maine, Chapter 217 of the Private and Special Laws
of 1951, as amended, and by resolution of the City Council of the
City of Portland, Maine, enacted February 14, 1952, and having an
office at Portland, in the County of Cumberland and State of Maine,

War

the receipt whereof we do hereby acknowledge, do hereby give, grant,
bargain, sell and convey, unto the said

PORTLAND RENEWAL AUTHORITY

its Successors ~~AAAA~~ and Assigns forever,

the following described property:

A certain lot or parcel of land with the buildings thereon situated
on the northeasterly side of St. Lawrence Street in said Portland
and bounded and described as follows:



Beginning on said street at the corner of land formerly of
Thomas Warren, and now or formerly of Sarah J. Rice, about 162
feet southeasterly from Monument Street and running thence north-
westwardly on St. Lawrence Street 1/2 feet; thence northeasterly,
parallel with said Rice land, 125 feet, more or less, to land
formerly of Jeremiah Hacker at the fence now or formerly on the
line of said land; thence southeasterly 1/2 foot to said Rice land
by the line of said fence; thence southwestwardly by said Rice land
125 feet, more or less, to the starting point together with the
right to use and occupy all that portion of said Rice land upon
which the house upon the rear of the lot now stands with a strip of
land 3 feet in width adjoining the easterly and southeasterly side
of said house, so long as said house shall stand thereon, all as
reserved in deed of Mary A. Merrill et als to said Rice dated
January 12, 1884, and recorded in Cumberland County Registry of
Deeds in Book 504, Page 238, the land hereby conveyed is same
which was conveyed to the late Adams Merrill by Samuel L. Carleton
December 24, 1860 and recorded in said Registry in Book 305, page
150, and is subject to the conditions and privileges therein con-
tained, and no building is ever to be placed on said lot within 9
feet of St. Lawrence Street.



Reference is hereby made to a deed from Herbert M. McDonald
to Sheldon A. Glidden et al, dated October 2, 1963 and recorded in
said Registry in Book 2760, page 15.

Also, all right, title and interest, if any, in and to all
passageways, lanes, streets, or alleys adjoining, abutting and/or
running with the above described premises.

306

We have and in hold the aforesaid and bargained premises, with all privileges and appurtenances thereof to the said

Portland Renewal Authority,

Successors ~~its/~~ and Assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its/ ~~its/~~ Successors and Assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our Heirs, shall and will warrant and defend the same to the said Grantee, its

Successors ~~its/~~ and Assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Sheldon A. Glidden and Thelma J. Glidden, being husband and wife,

AAA

MAINE DEEDS/1966/1444

each joining in this deed as Grantor, and relinquishing and conveying our rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this seventeenth day of January in the year of our Lord one thousand nine hundred and sixty-six.

Signed, Sealed and Delivered in presence of

[Handwritten signatures]

[Handwritten signature: Sheldon A. Glidden]

State of Maine, }
Cumberland }

January 17, 1966

Personally appeared the above named Sheldon A. Glidden

and acknowledged the above instrument to be his free act and deed.

Before me,

[Signature]
Justice of the Peace

JAN 20 1966

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 11 N. 95th St. M., and recorded in

BOOK 2843 PAGE 395

Register

17896

331

THIS INDENTURE, dated as of the FOURTEENTH day of October, 1970, by and between the PORTLAND RENEWAL AUTHORITY, a corporation, incorporated and existing under and by virtue of the Private and Special Laws of the State of Maine, 1951, Chapter 217 and amendments thereto, having a place of business in the City of Portland, County of Cumberland and State of Maine, (hereinafter sometimes called the "Seller") and Cecil A. Hinds, of Portland, County of Cumberland and State of Maine, (hereinafter sometimes called the "Purchaser");

WITNESSETH, THAT:

WHEREAS the Seller is the owner of the below described parcel of land and is desirous of conveying the same to the Purchaser; and

WHEREAS the Seller has been duly authorized by virtue of an Order by the City Council for the City of Portland which approved and authorized the execution and delivery of an Indenture deed with Quit-Claim covenants duly passed on September 21, 1970, and which Order became effective on October 1, 1970, and by virtue of a resolution of the Board of Commissioners of said Portland Renewal Authority which approved and authorized the execution and delivery of said Indenture Deed adopted on July 23, 1970; and

WHEREAS the Purchaser is desirous of acquiring said parcel of land, subject to the encumbrances set forth herein,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and of the sum of Five Hundred Dollars and No Cents (\$500.00) paid by the Purchaser to the Seller, the receipt whereof the Seller hereby acknowledges, the Seller does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Cecil A. Hinds, his heirs and assigns forever, the following described parcel of land:

A certain lot or parcel of land situated on the northeasterly sideline of St. Lawrence Street adjoining the southeasterly sideline of land now or formerly of Cecil A. Hinds, in the City of Portland, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at a point on the southeasterly sideline of St. Lawrence Street, said point being distant about 120 feet southeasterly from the intersection formed by the southerly sideline of Monument Street and the easterly sideline of St. Lawrence Street, said point also marking the southwesterly corner of land now or formerly of Cecil A. Hinds; thence in a general easterly direction by the southerly sideline of land of said Cecil A. Hinds 125 feet, more or less, to land now or formerly of Benjamin Lourie and Ethel Lourie; thence in a general southerly direction by the westerly sideline of land of said Benjamin Lourie et al 42 feet to land now or formerly of Floyd R. Rutherford and Beverly A. Rutherford; thence in a general westerly direction by the northerly sideline of land of said Floyd R. Rutherford et al 125 feet, more or less, to the southeasterly sideline of St. Lawrence Street; thence in a general northerly direction by the southeasterly sideline of St. Lawrence Street 42 feet to land now or formerly of Cecil A. Hinds and the point of beginning.

Also all right, title and interest, if any, in and to all passageways, lanes, streets or alleys adjoining, abutting and/or running with the above described premises.

Meaning and intending to convey and hereby conveying the lot of land conveyed to this Authority by Sheldon A. Glidden and Theima A. Glidden by Warranty Deed dated January 17, 1966, and recorded in Cumberland County Registry of Deeds in Book 2943, page 395.

The above described premises are conveyed subject to the following restrictions, covenants and agreements:

1. The Purchaser, his heirs and assigns, shall promptly begin and diligently complete the redevelopment of the above described parcel of land in accordance with Sec. 5 of the Contract for Sale of Land for Private Redevelopment entered into by and between the parties hereto under date of September 21, 1970.

2. The Purchaser, his heirs and assigns, shall devote the above described premises to the uses specified in the Hunjoy South Urban Renewal Plan dated May 25, 1961, adopted by the City Council for the City of Portland on June 17, 1961, and duly recorded in the office of the City Clerk for said City of Portland in Volume 82, pages 74 through 79, and Volume 82, page 98, as

amended to date, and shall comply with the zoning ordinance for the City of Portland, in effect on December 18, 1961, a copy of which ordinance is on file in said Office of the City Clerk.

3. The Purchaser, his heirs and assigns, shall not discriminate on the basis of race, color, sex, religion or national origin in the sale, lease or rental, or in the use or occupancy of the demised property or any improvements erected or to be erected thereon, or any part thereof.

4. The purchaser, his heirs and assigns, shall not convey said premises to any person, firm or corporation, other than a public body, unless the deed by which such conveyance is effected shall contain the following covenant and restriction:

"This conveyance is subject to all of the restrictions, covenants and agreements contained in the Indenture by which said premises were conveyed to Cecil A. Hinds, by Portland Renewal Authority.

The foregoing, as all the other covenants contained in the aforesaid Indenture to Cecil A. Hinds from Portland Renewal Authority, shall be a covenant running with the land and shall be enforceable in the same manner as prescribed in said Indenture for the enforcement of the covenants therein contained."

5. The covenants in Paragraphs numbered 1, 2, 3, and 4 above shall be covenants running with the land, shall be contained in any instruments from the purchaser or from his heirs and assigns to any future grantee or to his heirs and assigns covering the premises or any portion thereof or interest therein. All such covenants shall be enforceable by Portland Renewal Authority and its successors and assigns; and all covenants relating to discrimination shall be covenants running with the land and shall be enforceable by the United States of America as well as the Portland Renewal Authority and its successors and assigns.

6. Said premises are also conveyed subject to all the terms and provisions of the said Contract for Sale of Land for Private Redevelopment entered into by and between the parties

hereto under date of September 21, 1970; said Contract being filed in the Office of the City Clerk located at the City Hall in Portland, Maine, in Volume 86, Page 424; said contract being incorporated into and made a part of this instrument, and without limiting or detracting from the generality of the foregoing, particular note is made of the provisions relating to the reversion of title in the Seller upon the happening of events subsequent to conveyance to Purchaser and waiver of future amendments to the Munjoy South Project Urban Renewal Plan as recited in Sec. 15 and 18 of said Contract.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said Cecil A. Hinds, his heirs and assigns, to their use and behoof forever and the Seller does covenant with the said Purchaser, his heirs and assigns, that it will warrant and forever defend the premises to the said Purchaser, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under the said Portland Renewal Authority, its successors and assigns, except as aforesaid.

IN WITNESS WHEREOF, PORTLAND RENEWAL AUTHORITY has caused this Indenture to be executed and its corporate seal to be hereunto affixed by Charles W. Redman, Jr., its Chairman, and attested by Thomas F. Valteau, its Secretary, both hereunto duly authorized, and Cecil A. Hinds, ~~and Mildred A. Hinds~~ and Mildred A. Hinds, being husband and wife, have hereunto set

their
hands and seals all as of the day and year first above written.

ATTEST:



[Signature]
Its Secretary

PORTLAND RENEWAL AUTHORITY



[Signature]
Its Chairman

ATTEST:

[Signature]

[Signature]
Purchaser

[Signature]
Purchaser

STATE OF MAINE
CUMBERLAND, SS

On this 14th day of October, 1970, personally appeared Charles W. Redman, Jr., to me personally known, who, being by me duly sworn, did say that he the chairman of the Portland Renewal Authority; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the authority of its commission; and that said Charles W. Redman, Jr., acknowledged said instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

[Signature]
Justice of the Peace

STATE OF MAINE
CUMBERLAND, SS

October 14, 1970

Personally appeared the above-named Cecil A. Hinds and acknowledged the above instrument to be his free act and deed.

Before me,

[Signature]
Deputy Register

OCT 16 1970
REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE

Received at H 32 M 4, and recorded in
BOOK 3147 PAGE 331
Deputy Register

KNOW ALL MEN BY THESE PRESENTS

That We, CECIL A. HINDS and MILDRED A. HINDS, both of Portland, Cumberland County, and State of Maine, (~~being~~), for consideration paid, grant to RUTH O. ROSS

of South Portland, Cumberland County, and State of Maine, with Warranty ~~Cumwarranty~~ ~~in~~ ~~the~~ ~~land~~ ~~there~~ ~~shown~~ ~~on~~ ~~the~~ ~~plat~~ ~~of~~ ~~the~~ ~~City~~ ~~of~~ ~~Portland~~ ~~County~~ ~~of~~ ~~Maine~~.

A certain lot or parcel of land situated on the northeasterly sideline of St. Lawrence Street adjoining the southeasterly sideline of land now or formerly of Cecil A. Hinds, in the City of Portland, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at a point on the southeasterly sideline of St. Lawrence Street, said point being distant about 120 feet southeasterly from the intersection formed by the southerly sideline of Monument Street and the easterly sideline of St. Lawrence Street, said point also marking the southwesterly corner of land now or formerly of Cecil A. Hinds; thence in a general easterly direction by the southerly sideline of land of said Cecil A. Hinds 125 feet, more or less, to land now or formerly of Benjamin Lourie and Ethel Lourie; thence in a general southerly direction by the westerly sideline of land of said Benjamin Lourie et al 42 feet to land now or formerly of Floyd R. Rutherford and Beverly A. Rutherford; thence in a general westerly direction by the northerly sideline of land of said Floyd R. Rutherford et al 125 feet, more or less, to the southeasterly sideline of St. Lawrence Street; thence in a general northerly direction by the southeasterly sideline of St. Lawrence Street 42 feet to land now or formerly of Cecil A. Hinds and the point of beginning.

Also all right, title and interest, if any, in and to all passageways, lanes, streets or alleys adjoining, abutting and/or running with the above described premises.

Meaning and intending to convey and hereby conveying the lot of land conveyed to the Portland Renewal Authority by Sheldon A. Glidden and Thelma A. Glidden by Warranty Deed dated January 27, 1966, and recorded in Cumberland County Registry of Deeds in Book 2943, Page 395.

For further information relative to description of this property, consult Cumberland County Registry of Deeds, Book 3147, Page 331.

~~Witness our hands and seals this~~ ~~1st~~ ~~day~~ ~~of~~ ~~March~~ ~~19~~ ~~74~~

Witness our hands and seals this 1st day of March, 1974.
Ethel J. Warr
Ethel J. Warr
Cecil A. Hinds
Mildred A. Hinds

The State of Maine CUMBERLAND ss. March 1, 1974

Then personally appeared the above named Cecil A. Hinds

and acknowledged the foregoing instrument to be his free act and deed,
Ethel J. Warr
Before me, Justice of the Peace - Attorney at Law - Notary Public

MAR 1 1974
REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 1 42 11 PM, and recorded in
BOOK 3415 PAGE 341
Margaret L. Hines Deputy Register

Know all Men by these Presents

That I, RUTH O. ROSS, of South Portland, County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations
paid by CECIL A. HINDS and MILDRED A. HINDS, both of Portland, County of Cumberland
and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant,
bargain, sell and convey unto the said Cecil A. Hinds and Mildred A. Hinds,

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them,
and the heirs and assigns of the survivor of them, forever,

A certain lot or parcel of land situated on the northeasterly sideline of
St. Lawrence Street adjoining the southeasterly sideline of land now or formerly of
Cecil A. Hinds, in the City of Portland, County of Cumberland and State of Maine,
and being more particularly described as follows:

Beginning at a point on the southeasterly sideline of St. Lawrence Street, said
point being distant about 120 feet southeasterly from the intersection formed by
the southerly sideline of Monument Street and the easterly sideline of St. Lawrence
Street, said point also marking the southwesterly corner of land now or formerly of
Cecil A. Hinds; thence in a general easterly direction by the southerly sideline of
land of said Cecil A. Hinds 125 feet, more or less, to land now or formerly of
Benjamin Lourie and Ethel Lourie; thence in a general southerly direction by the
westerly sideline of land of said Benjamin Lourie et al 42 feet to land now or
formerly of Floyd R. Rutherford and Beverly A. Rutherford; thence in a general
westerly direction by the northerly sideline of land of said Floyd R. Rutherford
et al 125 feet, more or less, to the southeasterly sideline of St. Lawrence Street;
thence in a general northerly direction by the southeasterly sideline of
St. Lawrence Street 42 feet to land now or formerly of Cecil A. Hinds and the point
of beginning.

Also all right, title and interest, if any, in and to all passageways, lanes,
streets or alleys adjoining, abutting and/or running with the above described
premises.

Meaning and intending to convey and hereby conveying the lot of land conveyed to
the Portland Renewal Authority by Sheldon A. Glidden and Thelma A. Glidden by
Warranty Deed dated January 17, 1966, and recorded in Cumberland County Registry of
Deeds in Book 2943, Page 395.

For further information relative to description of this property, consult
Cumberland County Registry of Deeds, Book 3117, Page 331.

To Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Cecil A. Hinds and Hildred A. Hinds,

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

And I do COVENANT with the said Grantees, as aforesaid, that I am lawfully seized in fee of the premises, that they are free of all incumbrances,

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that I and my heirs shall and will Warrant and Defend the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Ruth O. Ross, being single,

do hereby certify that the above is a true and correct copy of the original instrument in my possession and control, and that the same was duly recorded in the office of the Register of Deeds for the County of Cumberland, Maine, on the 1st day of March, in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed and Delivered in presence of

Ernie J. Walsh

Ruth O. Ross

State of Maine, CUMBERLAND,

March 1 1974

Personally appeared the above named Ruth O. Ross

and acknowledged the foregoing instrument to be her free act and deed.

Before me *Ernie J. Walsh* Notary Public
Attorney-At-Law

MAR 1 1974

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 1 1/2 P.M. and recorded in

BOOK 3515 PAGE 342 Margaret L. Cohen Deputy Register



5

ADAMS

WATERVILLE

HOYTS LANE

SHERBROOK

ST. LAWRENCE

GILBERTS LANE

ST. LAWRENCE PL.

MONUMENT

3

ATLANTIC

WILSON

MUNJOY

8

filing of the application for site plan review, and that is legally nonconforming as to the open space requirement of this section, shall not reduce the open space on the lot below the level in existence on the date of the application for site plan review. Open space areas shall not include parking areas or other impervious surface areas as defined in section 14-47.

- (i) A below-grade dwelling unit shall be permitted only if the primary access for the dwelling unit is provided directly to the outside of the building.
- (j) *Minimum gross floor area for bed and breakfasts:* Two thousand (2,000) square feet of gross floor area for the first three (3) guest rooms and five hundred (500) square feet of floor area for each additional guest room.

(2) Small residential lot development: Residential uses on small, vacant lots located in the R-6 may use the dimensional requirements below if all of the following conditions are met:

The lot is:

Vacant or is used exclusively for parking or contains structure not used for residential purposes as of January 1, 2005 and the lot existed as of January 1, 2005.

- (a) *Minimum lot size:* None
- (b) *Maximum lot size:* Ten thousand (10,000) square feet.
- (c) *Yard dimensions:*
 - 1. *Front yard:*
No more than ten (10) feet.
 - 2. *Rear yard:*
None, except that rear yards between two (2)

buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the abutting buildings and proposed buildings divided by five (5), whichever is greater; and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line.
Not REAR

3. *Side yard:*

None, except that side yards between two (2) buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the existing buildings and proposed buildings divided by five (5), whichever is greater and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; Provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line. On a corner lot no side yard is required on that side of the lot which abuts any street. A principal structure on a corner lot shall not be more than ten (10) feet from the street.

- (d) *Minimum principal structure height:* Two (2) stories of living space above the grade of the adjacent street frontage, except for porches, entryways, attached garages and accessory detached structures.
- (e) *Maximum principal structure height:* Forty five (45) feet.
- (f) *Open space requirement:* All lots used for residential purposes shall provide an attached exterior deck, porch, patio or balcony for each dwelling unit, except where a designated open space equal to ten (10) percent or more of

the lot area is located on site and maintained as open space, then the number of exterior decks, porches, patios or balconies may be reduced by up to fifty (50) percent. The designated open space, if provided, shall have a minimum width and length of at least fifteen (15) feet, a slope of no greater than ten (10) percent and shall be used exclusively as recreational open space i.e. it shall not be used for vehicular circulation, parking, etc.. All required decks, porches, patios or balconies shall meet the requirements of the Planning and Development Design Manual.

(g) *Minimum lot width:* None.

(h) *Minimum land area per dwelling:* Seven hundred and twenty-five (725) square feet.

(Ord. No. 538-84, 5-7-84; Ord. No. 634-86, § 1, 7-7-86; Ord. No. 264-87, § 1, 3-16-87; Ord. No. 85-88, § 4, 7-19-88; Ord. No. 230-90, § 1, 3-5-90; Ord. No. 33-91, § 9, 1-23-91; Ord. No. 235-91, § 14, 2-4-91; Ord. No. 33A-91, 4-17-91; Ord. No. 118-93, § 12, 10-18-93; Ord. No. 154-96, § 12, 12-16-96; Ord. No. 125-97, § 4, 3-3-97; Ord. No. 245-97, §§ 1, 2, 4-9-97; Ord. No. 232-99; §3, 3-15-99; Ord. No. 78-03/04, 10-20-03; Ord. No. 21-04/05, 8-2-04; Ord. No. 145, 2-23-05)

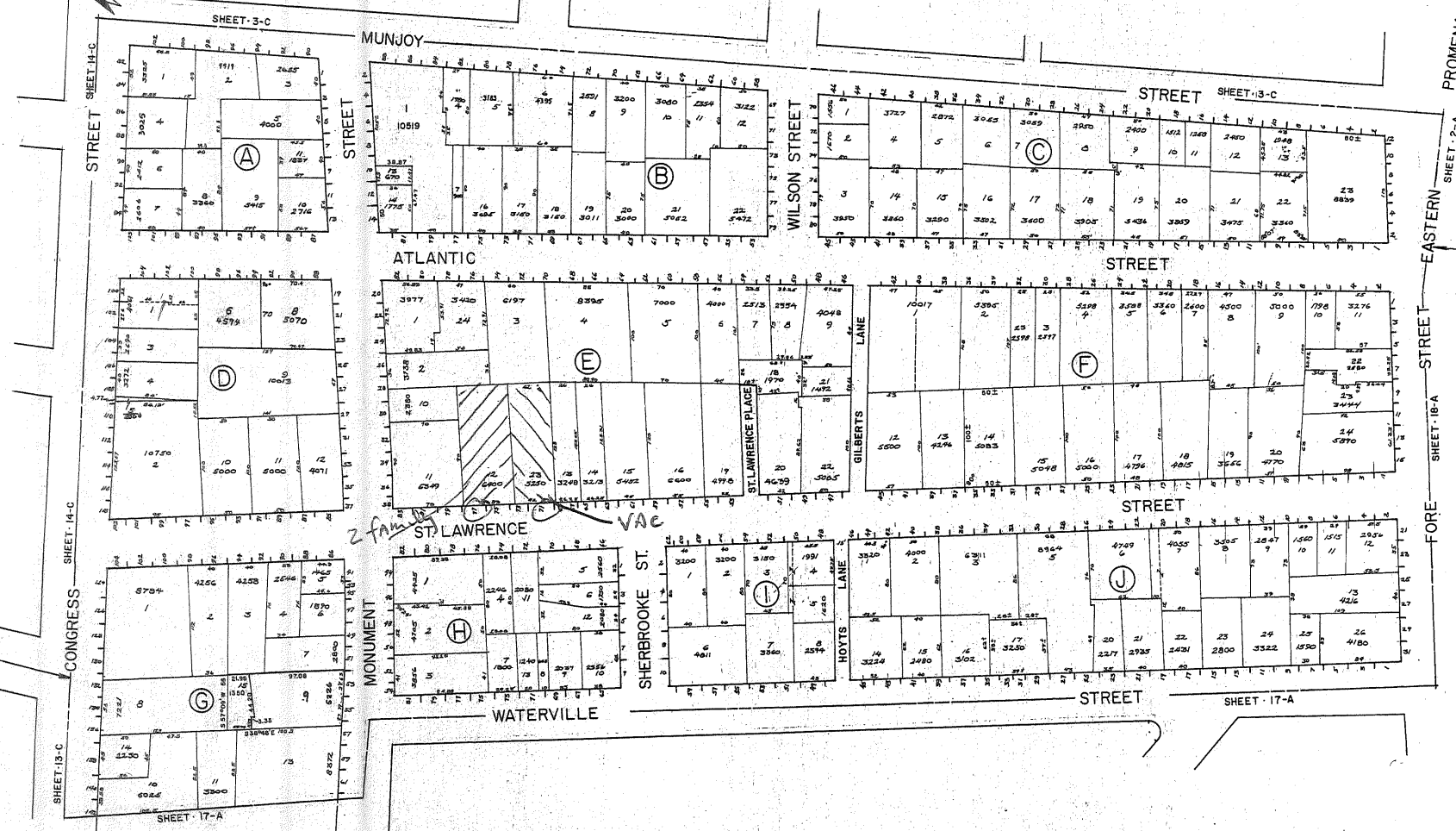
*Editor's note--Ord. No. 85-88, § 4, adopted July 19, 1988, amended § 14-139 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 85-88.

Sec. 14-140. Other requirements.

(a) *Offstreet parking:* Off-street parking is required as provided in division 20 (off-street parking) of this article, except that required parking for residential building additions shall be located on the same lot. For small, vacant lots which meet, and are developed under, the dimensional standards of 14-139(2) above, one (1) parking space per dwelling unit is required and shall be located on the same lot.

(b) *Storage of vehicles:* Only one (1) unregistered motor vehicle may be stored outside on the premises for a period not exceeding thirty (30) days.

(c) *Shoreland and flood plain management regulations:* Any lot or portion of a lot located in a shoreland zone as identified on the city shoreland zoning map or in a flood hazard zone shall be subject to the requirements of division 26 and/or division 26.5.



This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	016 E023001
Location	71 ST LAWRENCE ST
Land Use	VACANT LAND
Owner Address	HINDS CECIL A 77 SAINT LAWRENCE ST PORTLAND ME 04101
Book/Page	12382/41
Legal	16-E-23 ST LAWRENCE ST 71-73
	5250 SF

Current Assessed Valuation

Land	Building	Total
\$15,500	\$ 0.00	\$15,500

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.121	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition

Sales Information

Date	Type	Price	Book/Page
03/01/1996	LAND + BLDING		12382-041

Picture and Sketch

<u>Picture</u>	<u>Sketch</u>	<u>Tax Map</u>
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[Click here to view Tax Roll Information.](#)

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

New Search!

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	016 E012001
Location	77 ST LAWRENCE ST
Land Use	TWO FAMILY
Owner Address	HINDS CECIL A WWII VET 77 ST LAWRENCE ST PORTLAND ME 04101
Book/Page	12382/41
Legal	16-E-12 ST LAWRENCE ST 75-77 6400 SF

Current Assessed Valuation

Land	Building	Total
\$111,400	\$136,800	\$248,200

Property Information

Year Built 1840	Style Old Style	Story Height 2	Sq. Ft. 3002	Total Acres 0.147		
Bedrooms 4	Full Baths 2	Half Baths	Total Rooms 10	Attic Part Finsh	Basement Part	

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
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Sales Information

Date 03/01/1996	Type LAND + BLDING	Price	Book/Page 12382-041
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Picture and Sketch

Picture	Sketch	Tax Map
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[Click here to view Tax Roll Information.](#)

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

New Search!

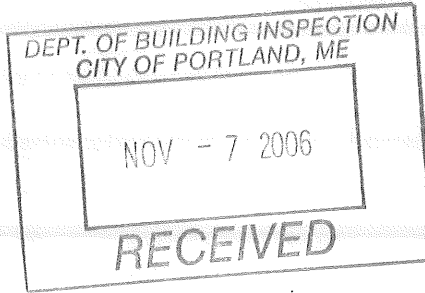


16-E-12
77 St. Lawrence

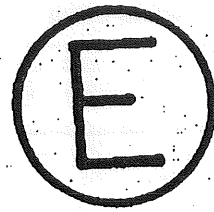
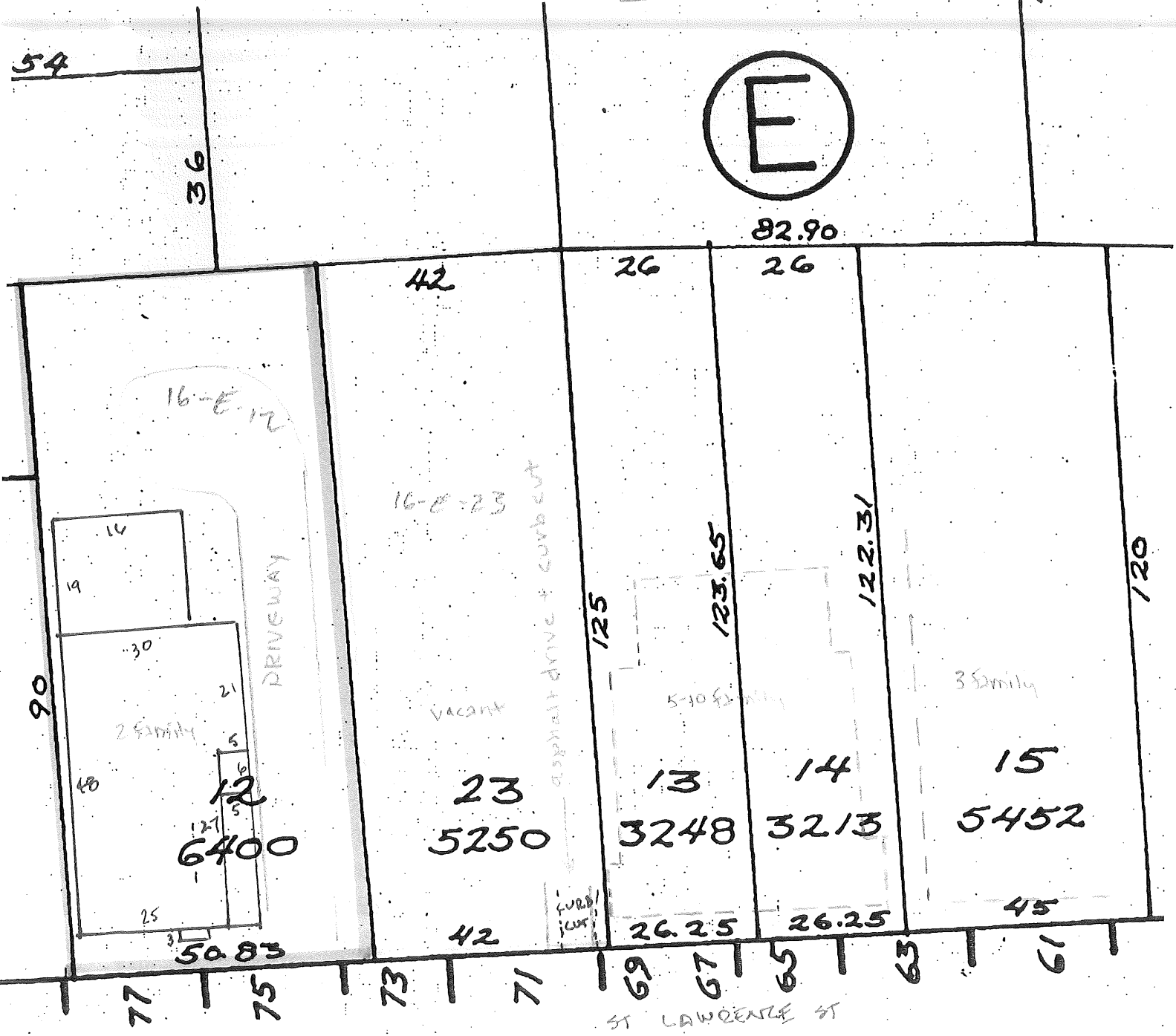
Source: Tax map 16
 Tax assessor sketch for
 16-E-12 & 1882 plan
 for location on lot.

77 St. Lawrence 16-E-12

71 St. Lawrence 16-E-23



Sketch only. Not to
 exact scale.



ST LAWRENCE ST