

20-D-32

2008-0067

112 Newbury St.

Amended Cond. Rezoning Agreement

Village at OcéanGate (Bay House)

on spreadsheet



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11. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the Deposit plus accrued interest as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller (s) default hereunder, Buyer may, as its sole and exclusive remedy, either (i) terminate this Contract and be entitled to the return of the Deposit or (ii) seek specific performance.

12. ACCEPTANCE DATE. This contract shall not be valid unless executed by all parties by 5:00 p.m. ~~February 28, 2008.~~

13. MISCELLANEOUS.

(a) Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Pearl Properties, LLC  
 c/o Joseph W. Reynolds  
 198 Tuttle Road  
 Cumberland, ME 04021

TO BUYER: Village at Ocean Gate, LLC  
 35 Fay Street 107B  
 Boston, MA 02118

Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Seller (s) representations and warranties shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any

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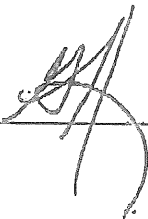
provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

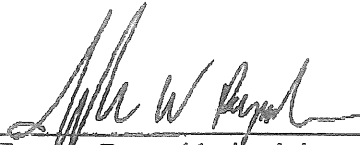
14. SURVEY. Buyer shall obtain, at Buyer's sole cost and expense, a standard boundary survey and metes and bounds description of the Premises, which survey will depict the temporary construction easement area and the pedestrian easement area (collectively, the "Survey") prior to closing. The Survey shall evidence the setback compliance of the rear portion of the Seller's remaining land and shall be otherwise reasonably satisfactory to Seller in all respects.

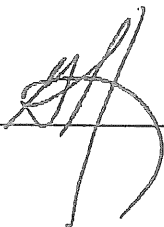
IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.


WITNESS:

Pearl Properties, LLC

  
\_\_\_\_\_

  
By: Joe Reynolds, its duly authorized Manager  
2/27/08  
Date

  
\_\_\_\_\_

The Village at Oceangate LLC  
  
By: Demetri Dasco, its duly authorized Manager  
Buyer  
2/27/08  
Date



2k

Shinberg Consulting, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

March 4, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

**RE: The Bay House**  
112 Newbury Street, Portland, Maine

Dear Mr. Jaegerman, Ms Barhydt and Board Members:

Enclosed is a submission for The Bay House Condominiums (formerly known as The Village At Ocean Gate) project proposed for 112 Newbury Street. The project has been amended to incorporate approximately 1,600 square feet of land that will be acquired from the next door neighbor, Pearl Properties, LLC whose property affronts 61 India Street.

The total number of units has been increased from 84 units to 92 residential units. The square footage of retail space has been reduced to approximately 5,348 square feet. The total number of parking spaces in the garage has been increased from 79 to 80 spaces. The total number of leased spaces in the Gateway Parking Garage will be increased from 15 to 17. This will provide one parking space for each residential unit and an additional 5 spaces for the proposed retail space.

The retail space remains essentially unchanged at the part of the building that affronts Middle and Hancock Streets. The retail space in Building 2 at the West Elevation has been changed to provide additional storage space for the residential units.

After meeting with City Staff to review possible alternate materials for the buildings, the exterior of the building has been changed to include more concrete masonry units (CMU Block) at the base of the building and more cement board clapboard siding has been placed on the Newbury, Hancock and Middle Street elevations. In addition, the arched windows at the top floor have been changed to standard double hung windows.

As per the terms of the Conditional Approval letter from Ms. Barhydt dated July 20, 2007, the following fees have been agreed to:

1. \$9,600.00 tree replacement fee;
2. \$43,000.00 fee to reclaim and repave Hancock Street as per the memo from Mike Farmer of Portland Public Works;
3. \$200,000.00 Community Contribution to be dedicated to the extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension.

The three items listed above equals a total amount of \$252,600.

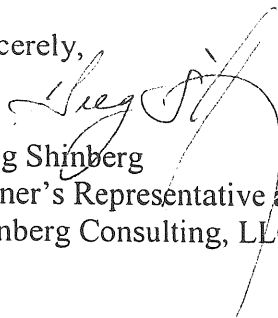
Because these fees were based upon building both Phase I and Phase II, and Phase II was not approved by the Planning Board on July 10, it is reasonable to request that the total fees be reduced from \$252,600.00 to \$156,612.00 or 62 % of the total. This calculation is based upon the relative size of Phase I and the proposed size of Phase II.

As noted in Section 5 of the approved Conditional Zoning Agreement, several modifications have been granted to the B-5b Zone. We request that the additional parcel to be acquired from Pearl Properties be subject to the same modifications that were previously granted.

Attached are the revised Site Plans by Sebago Technics dated February 27, 2008 and revised Floor Plans and Elevations and Floor Plans by David M. White dated February 18, 2008.

We look forward to attending the next scheduled Planning Board Workshop to review the amended project.

Sincerely,



Greg Shinberg  
Owner's Representative and Project Manager  
Shinberg Consulting, LLC



CITY OF PORTLAND, MAINE  
PLANNING BOARD

AH. 3a

Michael Patterson, Chair  
Janice E. Tevanian, Vice Chair  
Kevin Beal  
Bill Hall  
Lee Lowry III  
Shalom Odokara  
David Silk

July 20, 2007

Mr. Demetri Dasco  
Village Café Inc.  
112 Newbury Street  
Portland, ME 04101

Christopher DiMatteo  
Sebago Technics  
One Chabot Street  
P.O. Box 1339  
Westbrook, Maine 04098-1339

RE: The Village at Ocean Gate, 112 Newbury Street  
CBL: Chart 20, Block D, Lots 13-15 and 32, Chart 20, Block E, lot 9  
Application ID: 2007-0021

Dear Mr. Dasco and Mr. DiMatteo:

On July 10, 2007 the Portland Planning Board considered the Village at Ocean Gate proposal for a two-phased project consisting of 138 residential units and 6,772 square feet of retail space. A one level parking structure with two buildings above the parking is proposed for each phase. The Planning Board reviewed the proposal for conformance with the provisions of the conditional rezoning agreement and the standards of Portland's subdivision and site plan ordinances. The Planning Board approved Phase I with waivers and conditions and tabled Phase II. The Planning Board's motions are as follows:

**Conformance with Conditional Rezoning Agreement**

The Planning Board voted unanimously (7-0) that the *Phase I* plan is in conformance with the Conditional Rezoning Agreement and the Eastern Waterfront Design Guidelines, with the condition that the applicant submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.

The Portland Planning Board voted unanimously (7-0) to table *Phase II* regarding the plan's conformance with the Conditional Rezoning Agreement and the Eastern Waterfront Design Guidelines and thus cannot act upon the Subdivision and Site Plan.

**Waiver**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations, contained in the Planning Board Report #30-07 relevant to the Subdivision Ordinance, Site Plan Ordinance, Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

1. The Planning Board waives the Technical Standard, Section III 2 A (b), which requires a 24 foot wide driveway for two-way ingress and egress, to allow the access to be between 18 and 22 feet at the garage entrances on Newbury and Middle Street as shown on the subdivision plat.
2. The Planning Board waives Technical Standard, Section XV H, Photometric plans requiring

photometric plans for the interior courtyards only.

- 3. The Planning Board acknowledges the applicant's contribution to the construction of Hancock Street and the additional costs for tree wells and tree guards, so based upon the recommendation of the City Arborist the Planning Board waives the financial contribution to the street fund to one half the amount due as determined by the City Arborist.

Subdivision:

The Planning Board voted unanimously (7-0) that the Phase I plan is in conformance with the subdivision standards of the land use code, subject to the following conditions of approval as applicable to Phase I:

- 1. A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a performance guarantee.
- 2. Revised plans and information meeting the recommendations contained in Thomas Errico, P.E., Traffic Consulting Engineer's review dated June 26, 2007 shall be submitted for review and approval prior to the issuance of a building permit.
- 3. Revised plans and information meeting the recommendations contained in Steve Bushey, P.E., Consulting Engineer's, memorandum of July 5, 2007 shall be submitted to the Planning Authority for review and approval prior to the issuance of a building permit.
- 4. Revised plans and information meeting the recommendations contained in Michael Farmer, Project Engineer's, memorandum of June 28, 2007, to the Planning Authority for review and approval prior to the issuance of a building permit.
- 5. In lieu of the applicant reclaiming and repaving a portion of Hancock Street, the Department of Public Works requests that the applicant pay the cost of reclaiming and repaving Hancock Street to the City, so that the City can use these funds to cover part of the cost of rehabilitating Hancock Street at a future time. The estimated cost of reclaiming and repaving the street must be reviewed and approved by Public Works.
- 6. The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage" located at Middle Street and that documentation of such participation will be provided to the City Planning Authority every two years.
- 7. All financial contributions required as part of the conditional rezoning shall be submitted to the City prior to the issuance of a building permit.
- 8. The design details for the bike racks shall be submitted to the Planning Authority for review and approval prior to the issuance of a building permit.



- 9. The proposed condominium documents shall be submitted for review by Penny Littell, Associate Corporation Counsel, prior to the issuance of a certificate of occupancy.
- 10. That the applicant submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.

**Site Plan:**

The Planning Board voted unanimously (7-0) that the Phase I plan is in conformance with the site plan standards of the land use code, subject to the following conditions of approval as applicable to Phase I:

- 1. A construction management site plan that shows any potential impacts on sidewalks and on the public right-of-way along with mitigation measures and the estimated construction schedule must be submitted for review and approval by the Planning Authority prior to the issuance of a building permit.
- 2. Revisions to the landscape plan should be submitted for review and approval by the City Arborist.
- 3. The applicant shall submit a unified plan for signage and awnings for review and approval by Carrie Marsh, Urban Designer prior to the issuance of a certificate of occupancy.
- 4. The applicant shall submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.
- 5. Recommends that a revised light plan for the exterior building lights and meeting the City's standards be submitted to the Planning Authority for review and approval.
- 6. The final plans will conform with the City's Fire Regulations as reviewed and approved by Captain Cass.
- 7. The site plan shall be revised to show awnings on Buildings #1 and #2 for review and approval by Carrie Marsh, Urban Designer.

Please note the following provisions and requirements for all subdivision approvals:

- 1. Updated plans meeting the Planning Board's conditions of approval must be submitted for review and approval by the Planning Office prior to the issuance of any permits.
- 2. The above approvals do not constitute approval of building plans, which must be reviewed and approved by Portland's Inspection Division.
- 3. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in

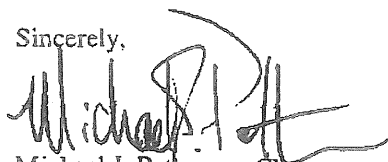
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electronic form, the applicant shall submit any available electronic Autocad files (\*.dwg), release 14 or greater, with seven (7) sets of the final plans.

4. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount must be submitted to and approved by the Planning Division and Public works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
5. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. Prior to construction, a pre-construction 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 pre-construction meeting.
7. 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.)
8. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. 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 regarding the Board's actions, please contact Barbara Barhydt at 874-8699.

Sincerely,



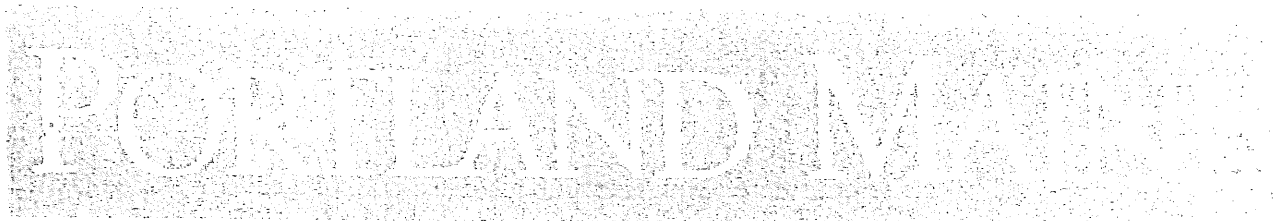
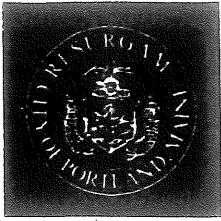
Michael J. Patterson, Chair  
Portland Planning Board

- cc: Lee D. Urban, Planning and Development Department Director  
 Alexander Jaegerman, Planning Division Director  
 Barbara Barhydt, Development Review Services Manager  
 Philip DiPierro, Development Review Coordinator  
 Marge Schmuckal, Zoning Administrator  
 Jeanie Bourke, Inspections Division  
 Michael Bobinsky, Public Works Director  
 Kathi Earley, Public Works  
 Bill Clark, Public works  
 Jim Carmody, Transportation Manager  
 Michael Farmer, Public Works

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Leslie Kaynor, Public Works  
Jeff Tarling, City Arborist  
Captain Greg Cass, Fire Prevention  
Assessor's Office  
Approval Letter File

Att 4a



*Strengthening a Remarkable City, Building a Community for Life* [www.portlandmaine.gov](http://www.portlandmaine.gov)

Executive Department  
Joseph E. Gray, Jr., City Manager

February 22, 2008

Mr. Dimitrios Dasco  
Managing Partner  
Village at Ocean Gateway LLC  
35 Fay Street  
Suite 107-B  
Boston, Massachusetts 02118

**Re : Village At Ocean Gateway**

Dear Mr. Dasco:

Please allow me to follow up on a meeting held in my office two weeks ago to discuss your residential development project in the vicinity of Hancock Street in Portland. In requesting the meeting you wanted a better understanding of the City's position regarding two major issues: 1) whether the City would support an amendment to the Conditional Rezoning Agreement that your community contribution of \$200,000 be prorated between the two phases of your development; and 2) whether the City was amenable, absent a rational basis, to permitting you to reroute your electrical connection through the presently existing overhead lines as opposed to connecting your project to the new underground circuit planned to service new development in the area.

Taking the second issue first, let me say that I listened carefully to your presentation and all the reasons you, as the developer, listed for avoiding a tie in to the new electrical system being installed in Hancock Street. At the time of our discussion I did not know CMP had a preferred position in favor of a tie in to the redundant circuit, nor was I aware of an analysis performed by staff in this regard. It is clear to me now that your project should likewise tie in to the Eastern Waterfront circuit presently under construction to service this area. All new development in the area will be tying in to this new system, including any development on the Jordan Meat site and the Maine State Pier.

I have also considered your memo to me dated 1/30/08 and the costs of laying underground electrical service to tie in with the redundant loop versus that of your project suggested alternative (i.e. upgrade Newbury Street to "primary" service from overhead lines in nearby Mountfort Street (via Federal Street to Hancock Street) which would require additional poles in Newbury Street as well as pole and bracket upgrades to Federal Street poles). According to CMP, there would be little to no *construction cost* savings achieved by your project in taking this approach. I do understand savings would come from avoiding *reallocation costs* imposed by CMP pursuant to Public Utilities Commission regulations. At no time in our discussion was mention made that your alternative was being proposed to avoid these reallocation costs. Please know the City has no control over these reallocation costs. However, according to PUC regulations, a portion of the reallocation costs borne by the Village will be incrementally returned to you from later development in the area.

While I am not unsympathetic to your situation, others have been in the same predicament and have nonetheless been required to incur some upfront costs associated with electrical installations. In this case, with the many projects in the works in the Eastern Waterfront, the City and CMP have two important objectives: (1) to reduce the number of overhead lines in the area; and, (2) to provide service to city blocks from multiple circuits (redundant service) within the peninsula electrical system. Removing overhead lines has urban design advantages as well as providing greater flexibility in siting buildings, which need separation away from overhead lines. Redundant service provides system stability and reliability advantages to the properties served. From a meeting with CMP engineering staff held on February 5, 2008, the upper Hancock Street link from Middle to Newbury Street is an important link in this system.

As a result of the foregoing, and based upon new information brought to my attention regarding the importance of reducing overhead lines and installing a redundant system which will benefit your project, I am not in a position of altering CMP and staff's recommendation on the underground electrical connection in Hancock Street to service the Village project. However, given the importance of this improvement the city is willing to install the conduit bank (between Middle and Newbury Street) up to a cost of \$20,000. In this way, the City will contribute to improving its infrastructure, while your project will continue to be responsible for pulling the electrical wire.

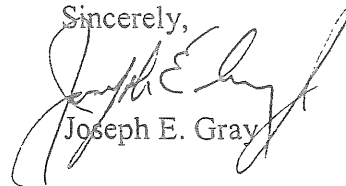
The second issue raised concerns the modification of your Conditional Rezoning agreement to apportion the community contribution of \$200,000.00 between Phase I and Phase II of your project. I am willing to recommend this apportionment idea provided there is a performance guarantee securing the Phase II payment obligation to the City within two years and regardless of whether your Phase II project moves forward. Please be advised that there is no guarantee the City Council will approve your request. Also note that once an amendment to the Conditional Rezoning is presented to the Council, the entirety of the rezoning is fair for comment and change. I am not in favor of apportioning the traffic improvement/traffic impact study contribution.

Dimitrios Dasco  
February 22, 2008  
Page 3

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Thank you for your time and attention. I trust this addresses your two issues adequately.

Sincerely,



Joseph E. Gray

Cc: Greg Shinberg, Consultant  
Barbara Barhydt, Development Review Services Manager ✓  
Alex Jaegerman, Planner  
William Needleman, Planner  
Michael Bobinsky, Director of Public Works

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**THE BAY HOUSE, formerly THE VILLAGE AT OCEANGATE  
VICINITY OF 112 NEWBURY STREET  
AMENDED CODITIONAL REZONE AGREEMENT**

**THE VILLAGE AT OCEANGATE, LLC, APPLICANT**

Submitted to:

Portland Planning Board  
Portland, Maine

April 29, 2008

Submitted by:  
Barbara Barhydt

April 25, 2008

## I. INTRODUCTION

The Village at OceanGate LLC submitted an application seeking amendments to the conditional rezoning agreement for the Village at OceanGate project located at 112-113 Newbury Street. The proposed amendments to the agreement pertain to Phase I of the Village at OceanGate project, which is now called The Bay House. The conditional rezoning agreement was adopted by the City Council on November 20, 2006 (Attachment 1). The agreement allows up to a total of 176 residential units in Phases I and II with a maximum of 66 residential units stipulated in the agreement for Phase II. Phase I of this project received subdivision and site plan approval on July 10, 2007 for a total of 84 residential units.

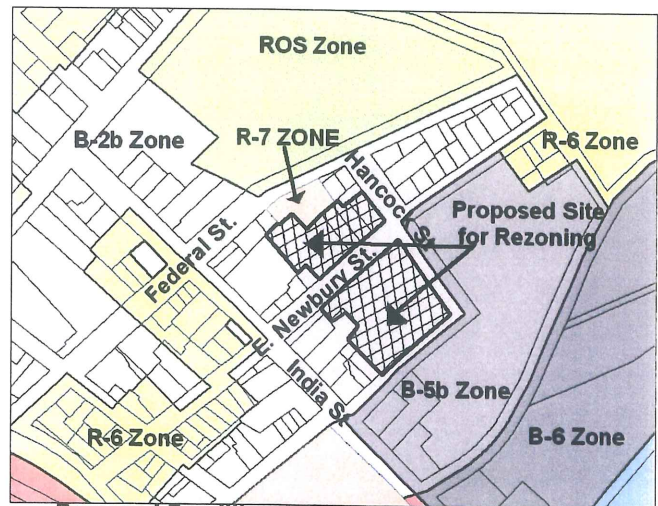
The applicant is seeking the Planning Board's recommendation to the City Council for the proposed amended conditional rezoning agreement, which is included as Attachment 2. The applicant is seeking to revise the conditional zone agreement in order to incorporate 1,600 square feet of land into Phase I from the adjoining property, so that Building #2 may be redesigned to remove a jog in the structure. In addition, the proposal is to reduce the amount of commercial space in Phase I to create storage space for units, increase the number of residential units from 84 units to 90 units, revise the parking numbers and modify the exterior façades and materials. In the original submittal, the applicant was seeking to reduce the community contribution and other associated fees to a level proportional to Phase I, but they have withdrawn this request. The applicant's written submittal for an amendment is included as Attachment 3. Subsequent submittals from the applicant are included as Attachments 4 and 5. The revised plan sets of building elevations and floor plans are Attachment 11, the revised building façade and floor plan for Building #2 is Attachment 12 and the revised site plan is Attachment 13.

The representatives for the applicant include Sebago Technics, David White, Architect, and Greg Shinberg, Shinberg Consulting. A total of 196 notices were sent for this project and notices appeared in the newspaper on April 15 and April 22. A neighborhood meeting was held on April 8, 2008.

## II. PROJECT HISTORY

### A. Conditional Rezoning Agreement 2007

On November 20, 2007 the City Council adopted the Conditional Rezoning Agreement for the Village at OceanGate Project, which rezoned the combined site from B-2b to Conditional B-5b. The project area is composed of two sites with a total of 1.81 acres. The agreement was for a two-phase project that would have up to 176 units. At that time, there were two levels of structured parking in Phase I with a total of 145 on-site parking spaces. Phase II had one level of parking with 45 spaces. Excerpts of the agreement are listed below and the complete text is



Proposed Conditional Rezoning from B-2b to B-5b at  
112-113 Newbury Street and 40 Hancock Street  
June, 2006

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



now  
82 units.  
on-site  
parking



contained in Attachment 1:

1. Subdivision and Overall Site Plan.
  - a. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets.
  - b. The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.
2. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 6772 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
3. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more buildings in accordance with §14-495(h).
4. Modifications to B-5b Regulations. The SITE shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the SITE shall be 176 dwelling units.
  - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.
  - d. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
5. Community Contribution. The community contribution under this Agreement shall be \$200,000.00, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I.

The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

6. Phasing: DEVELOPER may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525 (f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing for Phase II must be posted with the City prior to the issuance of a building permit for Phase I of the project. If Phase II fails to be developed within the time line set forth in this Agreement, the DEVELOPER shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.
7. A post development occupancy parking analysis shall be conducted by the DEVELOPER six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then parking for Phase II of the project shall be increased accordingly as determined by the Planning Board.

**B. July 10, 2007 Subdivision and Site Plan Approval**

After the conditional rezoning agreement was adopted, the applicant submitted plans for subdivision and major site plan review. As the review process progressed, the applicant chose to reduce the number of residential units and reduce the number of parking decks for the overall project. The approved plans for Phase I include two four-story residential buildings above one level of structured parking. The Phase I project findings include the following:

|                       |   |
|-----------------------|---|
| Proposed Uses:        | 84 residential units<br>6, 772 square feet for commercial space and restaurant<br>One level of structured parking   |
| Total Unit breakdown: | 68 two-bedroom and 16 one-bedroom units   |
| Unit breakdown:       | Building #1: 40 two-bedroom and 4 one-bedroom units<br>Building #2: 28 two-bedroom and 12 one-bedroom units   |
| Parking Spaces:       | Total 130 spaces on-site. The proposal is to lease 18 spaces.<br>Eight leased spaces for residential units and 10 spaces for employees.   |
| Parking Ratio:        | 1 space/unit and 10 employee parking spaces for commercial uses with the inclusion of the leased spaces. Parking for customers will be available through a Park and Shop program at the "Riverwalk" Garage with documentation of participation to the Planning Authority every two years. |
| Building Height:      | Maximum height allowed for Buildings 1 and 2 shall not exceed 74 feet above average grade. Proposed heights are 57.04 feet in Phase I (measured from average grade).  |

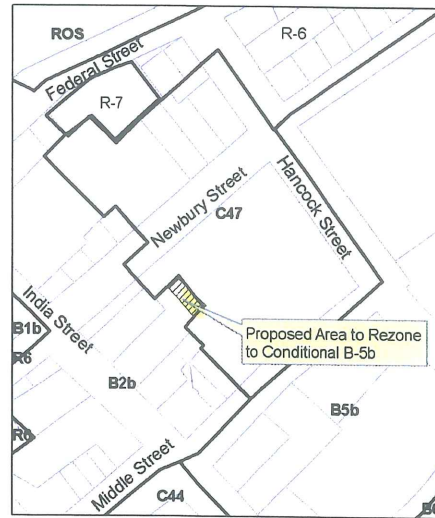
Building Footprint                      Total 65,675 square feet, both phases

On July 10, 2007, the Planning Board held a public hearing on the subdivision and site plan for Phase I and Phase II of the Village at OceanGate. The Board found unanimously that Phase I met the conditional rezoning agreement and the Eastern Waterfront Design Guidelines. The Board voted unanimously to table Phase II regarding the plans conformance with the conditional rezoning agreement and the Eastern Waterfront Design Guidelines. A copy of the approval letter is included as Attachment 6. Please note that the Planning Board conditioned the subdivision and site plan approvals (number 10 and site plan conditions 3 and 4) to require the applicant to submit revised plans meeting the requirements of the Urban Designer and to address building awnings.

### III. SUMMARY OF PROPOSED PROJECT CHANGES AND AMENDMENTS TO THE CONDITIONAL REZONING AGREEMENT

The proposed Amended Conditional Rezoning Agreement for the Village at OceanGate is included as Attachment 2. The Village at OceanGate LLC has revised their request since the original submission for an amended conditional rezoning agreement. The proposed changes to the plans and conditional zoning agreement are noted below.

1. **Map Amendment (Attachment 2, Condition 1)**: The map for the conditional rezoning is revised to include an area of 1,602 square feet from the rear of the adjoining lot owned by Pearl Properties LLC at 61 India Street (Tax Map 20-E-021). The Pearl Properties site contains the Tackle Shop, which will remain. The strip of land to be transferred to the Village at OceanGate LLC is vacant and the proposed transfer meets zoning requirements for 61 India Street. The revised map for the conditional rezone agreement is inserted here.



**Proposed Area to Rezone from B-2b to Conditional Rezoning to B-5b for The Village at OceanGate, LLC 112-113 Newbury Street April 2008**

Prepared by the Department of Planning and Development based upon GIS Workgroup Data.



2. **Subdivision and Overall Site Plan, (Attachment 2, Condition 2)**: The current conditional rezoning agreement states the site will be developed in substantial accordance with the subdivision and overall site plan and cites the specific site plan that is attached to the agreement. The agreement also states that, “Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 (collectively, “the Plans for Phase I).”

An updated site plan is part of the application, which depicts the changes in the overall site and footprint of the building. The updated plan is referenced in the amended

agreement.

The applicant is seeking to modify the building elevations and the exterior materials for Phase I. The proposed changes are outlined in Mr. David White's list of changes dated April 23, 2008 (Attachment 5). The discussion of the complete set of changes and Carrie Marsh's review of the revisions are found under Section IV, subsection 5 of this report. The amended agreement will cite the plans to be forwarded to the City Council for consideration.

3. **Commercial Retail Space (Attachment 2, Condition 3)**: The original agreement stipulated that the project shall contain no less than 6,772 feet of commercial/retail space along Middle Street, which included a 150 to 200 seat restaurant. The project no longer contains plans for a large restaurant and the applicant is seeking to reduce the overall commercial space for the project. The rear commercial area that would have served as kitchen facilities is now being proposed as storage space for the residential units. The applicant is proposing to have three commercial/retail spaces along Middle Street in each building of Phase I with a total of 5,700 square feet of commercial space. The applicant is also proposing to relocate the residential unit entrance for Building #2 from the base of building #2 to the connector between Buildings #1 and #2, in order to provide the three storefronts. This exterior change is discussed in more detail below under Staff Review (Section IV, paragraph 5). If the Planning Board recommends that the entrance remain in the location approved during site plan and subdivision review, then the amount of commercial/ retail space would be reduced to a total of 5230 SF which includes 2400 SF in Building 2. If the Planning Board prefers the original option, then the agreement would need to reflect this change. The conditional rezoning agreement as drafted includes the figure of 5,700 square feet as proposed by the applicant.

Please note that references to the restaurant in the agreement are deleted in the amended agreement.

4. **Number of Residential Units (Attachment 2, Condition 5)**: The proposed number of residential units for Phase I was approved with 84 during subdivision review. The application for an amendment to the conditional rezone agreement states that 92 residential units are proposed in Phase I. The April 8 submittal identifies the number of residential units proposed as 90. In Mr. White's memo of April 23 (Attachment 5), he states that the proposed number of units will be 82 in order to create "...larger units to meet this demand by prospective buyers." The original agreement allowed up to 110 units in Phase I, so this section of the agreement does not need to be amended.
5. **Community Contribution (Attachment 2, Condition 6)**: In the application dated February 28, 2008 with the March 4, 2008 cover memo (Attachment 3), the applicant sought to reduce the required community contribution and fees to a level proportionate with Phase I. In Mr. Greg Shinberg's correspondence dated April 8, 2008 (Attachment 4), the applicant is no longer seeking to prorate the community contribution and fees.
6. **Phasing (Attachment 2, Condition 8)**: The Planning Board tabled the proposed subdivision and site plan for Phase II. The current agreement required a separate performance guarantee be posted for the sidewalk and curbing for Phase II prior to



the issuance of a building permit for Phase I. The applicant is seeking to revise the conditional rezoning agreement to state that a separate performance guarantee for the cost of installing sidewalks and curbing and any other public improvements must be posted prior to the release of the recording plat for Phase II.

7. **Parking (Attachment 2, Condition 9):** A post development parking analysis is required in the first agreement, which is to be conducted 6 months after the issuance of a certificate of occupancy. It states that if the Parking Analysis finds that the 1:1 unit parking space ratio is inadequate, then the parking in Phase II would need to be increased accordingly as determined by the Planning Board. The proposed agreement revises the parking requirements as follows and includes a requirement that 38 bicycle parking spaces shall be provided on site:

Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the DEVELOPER must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the DEVELOPER. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.

Thirty-eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.

#### **IV. STAFF REVIEW**

The staff review of the proposed revisions of the plans based upon the City's Site Plan and Subdivision Standards are listed below.

1. **Zoning:**

Amendments to the adopted conditional rezoning agreement are requested in order to incorporate the additional land area, adjust the amount of commercial space within the project, and to revise other provisions, such as the phasing and parking conditions. The staff evaluated whether this proposal could go forward without amending the contract and instead rely on the B-2b zone provisions for the new land area in combination with the Incentives of Affordable Housing. The dimensional standards for height and density under those provisions did not achieve the building height and density sought for the project. Penny Littell, Associate Corporation Counsel, advised that the approval for the Conditional Rezoning Agreement entered

into by The Village at OceanGate LLC, contemplates the use and layout of the entire site as originally proposed. Any attempt to now utilize the entire lot (or even a portion thereof) for purposes of calculating land area requirements for an adjacent parcel zoned B-2 (presumably to allow a number of units and the use of inclusionary zoning provisions) would in essence, take land already accounted for by the Conditional Rezoning and use it again to calculate a separate and distinct land area requirement. This would violate the Conditional Rezoning Agreement presently in place. A total of 110 residential units is permitted in Phase I and ~~90~~ units are proposed, so the proposal is within the overall density calculations. The agreement needs to incorporate the additional land area. 82

2. **Traffic:**

The applicant submitted a revised parking calculation report for Phase I that was prepared by William C. Eaton, P.E., Eaton Traffic Engineering, and dated April 8, 2008 (Attachment 4). Thomas Errico, P.E., Consulting Traffic Engineer, has reviewed the work and has found it to be acceptable. The revised agreement reflects the changes in the parking numbers for this project.

The revised agreement takes into account the recently adopted regulations for bicycle parking facilities

3. **Public Infrastructure:**

The revised plans as submitted to date are acceptable to Public Works. A Community Contribution of \$200,000 is part of the conditional rezoning agreement, which is to be used for the extension of Hancock Street. The construction of Hancock Street is a City project currently under construction. Since the Village at OceanGate project received its site plan and subdivision approval, there have been discussions between the City, CMP and the applicant on the plans for providing underground electrical service to the site. Central Maine Power (CMP) reviewed the utility plans and recommended revisions to the electrical layout in order to create an underground loop in the system. The City concurred with this recommendation. The applicant had sought alternative solutions to this recommendation, but has now agreed to the underground loop as recommended. The City has committed to providing the necessary ducts in Hancock Street (refer to Joe Gray, City Manager, correspondence, Attachment 6).

Withdrawn  
request to  
pre-rate -  
- agree to  
CMP-lines

4. **Fire Prevention:** Captain Gregory Cass, Fire Prevention for the Fire Department, reviewed the revised plans and found them to be acceptable. He did note that a designated area for fire access near the entrance might be required when the revised site plan is reviewed.

5. **Building Elevations and Exterior Materials**

Changes to the building elevations and exterior materials are proposed in Phase I. David White, AIA, submitted a memorandum dated April 23, 2008 (Attachment 5) listing the proposed revisions since the July 10th approval. Carrie Marsh's review is included as Attachment 8. The building elevations included in the public hearing packet for the July 10, 2008 public hearing on the site plan are included as Attachment 9.



Scheme C  
- hard- dem-  
vs- back on  
one-side

Based upon the Planning Board workshop, the applicant has chosen to retain the brick on the Middle and Hancock Street facades and a window has been added along the alley in the commercial space in Building #2. Hardie board is proposed as a substitute for the metal cladding. The belt course has been changed from a combination of granite and brick to polished concrete block with a granite look.

When the project was approved in July 2007, the intention was to have a restaurant in Building #2. The commercial space in Building #1 was designed to accommodate a restaurant and possibly one commercial space. The entrance for the residential units was located in the base of this building along the Middle Street façade to create a more prominent entrance for the residential units. The applicant would prefer to relocate the entry from its approved location to the garage level wall, which is stepped back from the building façade by approximately three to four feet. The applicant notes that the relocation of the door provides three commercial/retail spaces along Middle Street with a total of 2,878 square feet in Phase I and creates a symmetry of storefronts for both buildings. Retaining the entry in its approved location decreases the overall commercial square footage to 2,400 square feet in Building 1, but creates a clear residential entry in the base of the building. The staff requested that the applicant provided an option of the door in their preferred location with the exterior materials of Buildings #1 and #2 extended along the residential entry and garage entry façade for the Board's consideration. The staff is seeking the Planning Board's recommendation on this design feature. In addition, the staff recommends that all doors remain of a scale and detailing that is prominent and readily visible in a large building. The final set of proposed exterior samples should be submitted to the Planning Division prior to the City Council's consideration of the amended agreement.

## V. COMPREHENSIVE PLAN ANALYSIS

Housing and Sustaining Portland's Future is the housing element of Portland's Comprehensive Plan. It encourages construction of all types of new housing to meet the needs of Portland households. It also encourages sustainable development with higher density housing near the downtown and supports mixed-use developments within the City's business zones. The City's housing element includes policies to maintain neighborhood integrity and stability. An objective of the Housing plan states:

Encourage innovative new housing development, which is designed to be compatible with the scale, character, and traditional development patterns of each individual neighborhood.

The actions encourage new development that offer diverse and quality living options, provide traditional neighborhood elements, promote a walkable city and is compatible with Portland's existing neighborhoods. The plan also encourages compatible development through the use of design guidelines for new development. Attachment I is an excerpt of relevant housing policies from the Comprehensive Plan.

The Eastern Waterfront Master Plan was adopted in 2004. The proposed site for this rezoning is adjacent to the Eastern Waterfront study area and was included in the height analysis for the

Master Plan. Thus, the goals and policies of the Eastern Waterfront Plan are pertinent to this rezoning request and the Planning Board directed the staff to evaluate this proposal under the Eastern Waterfront Design Guidelines at the initial workshop (refer to Attachment D for Urban Design review by Carrie Marsh). The Master Plan encourages development that is compatible with the surrounding neighborhoods, natural environment and maritime uses through the use of compatible architecture, maintaining the street and pedestrian network, and preserving significant public view corridors to and from the water. The plan also encourages mixed-use development that will create a vital and active urban area.

The purpose of the B-5 and B-5B zone is “to provide zone 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 underdeveloped lots with great potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings. It is anticipated that such denser, mixed uses would rely on a shared infrastructure system, including service alleys, parking lots, public transportation facilities, stormwater management and driveways.

The proposed revisions to the plan add 1,602 square feet of land to Phase I, which allow a jog in Building #2 to be eliminated and six more residential units to be added. While the commercial space will be reduced with the elimination of the kitchen space for a restaurant, it maintains a mix of uses with the first floor area for both buildings 1 and 2 designated for commercial/retail space. Housing is the predominant use in this mixed-use proposal, which is near the downtown and major transportation facilities. The project will provide a mix of uses that offer a 24-hour presence in the neighborhood and does not interfere with any of the marine or other uses proposed near the waterfront. In addition, a shared alley serves the project and an adjoining business on India Street and the developer is participating in upgrading the public street and utility infrastructure within this neighborhood.

## **VI. Neighborhood Meeting and Public Comment**

The applicant held a neighborhood meeting on April 8, 2008. The meeting notes and list of attendees is in Attachment 10. No public comment has been received to date.

## **VII. Staff Recommendation:**

The staff supports the amendments to the conditional rezoning agreement with The Village at OceanGate, LLC. The question before the Planning Board is whether the building entrance for the residential units in Building #2 should be located in the building base of the building as originally approved or in the connector between Buildings #1 and #2. The conditional rezoning agreement will need to reflect the Board’s decision.

## **VIII. Motion for the Planning Board’s Consideration**

On the basis of plans and materials submitted by The Village at Ocean Gate LLC, the policies of the B-2b and B-5b zones, Comprehensive Plan, public comment, the information provided in Planning Board Report #18-08, and/or other findings as follows:

The Board finds that the proposed Amended Conditional Rezoning Agreement for



The Village At OceanGate, now known as The Bay House (is or is not) consistent with the Comprehensive Plan of the City of Portland and is consistent with the existing and permitted uses in the underlying B-5b zone. The Planning Board therefore (recommends or does not recommend) to the City Council approval of the proposed conditional rezoning at 112-113 Newbury St. and 40 Hancock Street with the recommendation that

*incor or  
EW  
design  
Sunder*

1. The location of the entrance for the residential units shall prominent and located along the commercial façade of Building #2, as shown on building elevations presented in Attachment 11;

**or**

2. The location of the entrance for the residential units shall be prominent and located along the in the connector between Buildings #1 and #2, as shown on building elevations presented in Attachment 12.

3. The final set of building samples and specifications be submitted to the Planning Division prior to the City Council's consideration of the proposed agreement.

**Attachments:**

1. Conditional Rezoning Agreement for the Village at OceanGate, adopted November 20, 2006
2. Proposed Amended Conditional Rezoning Agreement for the Village at OceanGate.
3. Zoning Amendment Application from the Village at OceanGate, LLC., dated February 28, 2008
4. Applicant Submittal, April 8, 2008, memorandum from Greg Shinberg and Parking Calculation Memorandum from William Eaton
5. Applicant Submittal, April 23, 2008, memorandum from David White, AIA
6. Subdivision and Site Plan Approval Letter, dated July 20, 2007
7. Correspondence from Joseph E. Gray Jr. to Dimitrios Dasco, dated Feb. 22, 2008
8. Memorandum, Carrie Marsh, dated April 25, 2008
9. Building Elevations from July 10, 2008 public hearing
10. Neighborhood Packet, neighborhood meeting held on April 8, 2008
11. Revised Site Plan and Building Elevations, dated April 18, 2008
12. Revised First Floor Plan and Middle Street Elevation, dated April 22, 2008
13. Revised Site Plan, dated 4-22-08

Att 1a

**Conditional Zoning Agreement  
The Village At Ocean Gate  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the 19<sup>th</sup> day of December, 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor's Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; space for a 150- to 200-seat restaurant; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

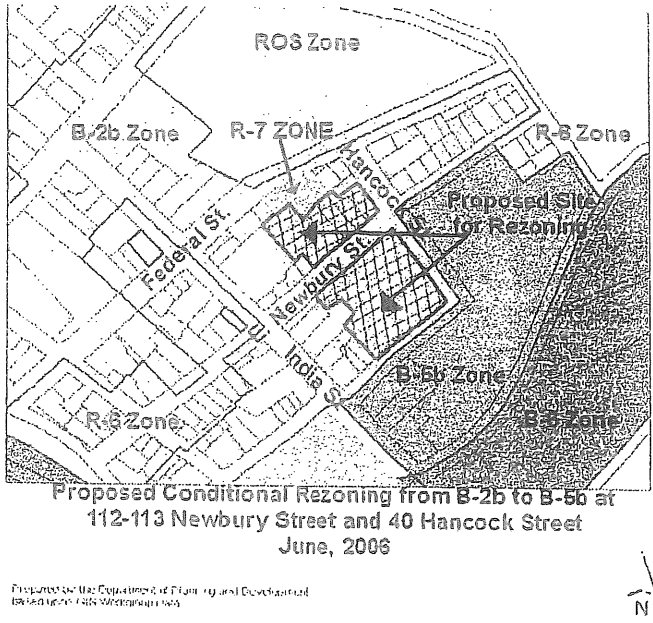
**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**'s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

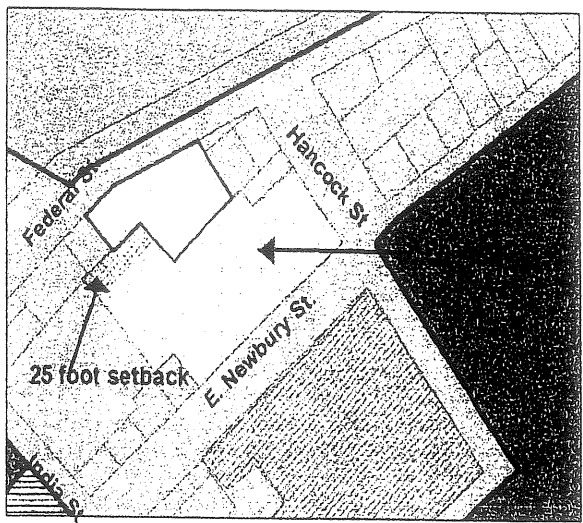
1. Map. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change. The underlying zone is changed from B-2b to B-5b.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the **SITE** will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1, submitted by Sebago Technics, Inc., dated 8/03/05 as revised November 17, 2006. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 (collectively, "the Plans for Phase I"). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:
  - a maximum of sixty six (66) residential units shall be provided; and

lc

- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



Required Minimum Setback of 25 feet in Phase II  
Depiction - Not to Scale

Prepared by the Department of Planning and Development  
based upon GIS Geographic Data



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in "Downtown Black," specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 6772 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.

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4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more buildings in accordance with §14-495(h).
  5. Modifications to B-5b Regulations. The SITE shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
    - a. The maximum residential density on the SITE shall be 176 dwelling units.
    - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
    - c. The maximum height for the structures shall be:

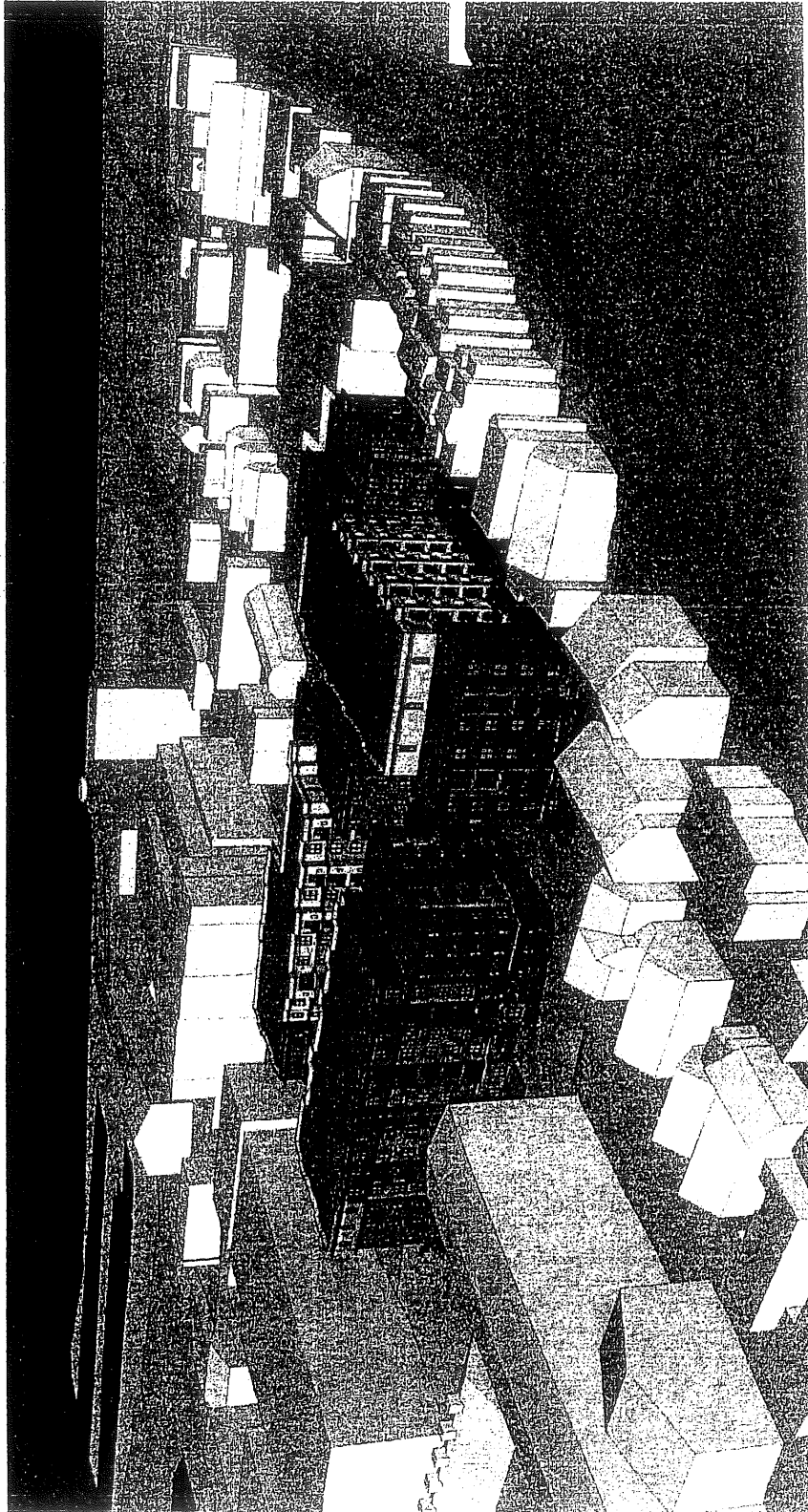
Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.

Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.
    - d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The CITY hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
    - e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
  6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I.

The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

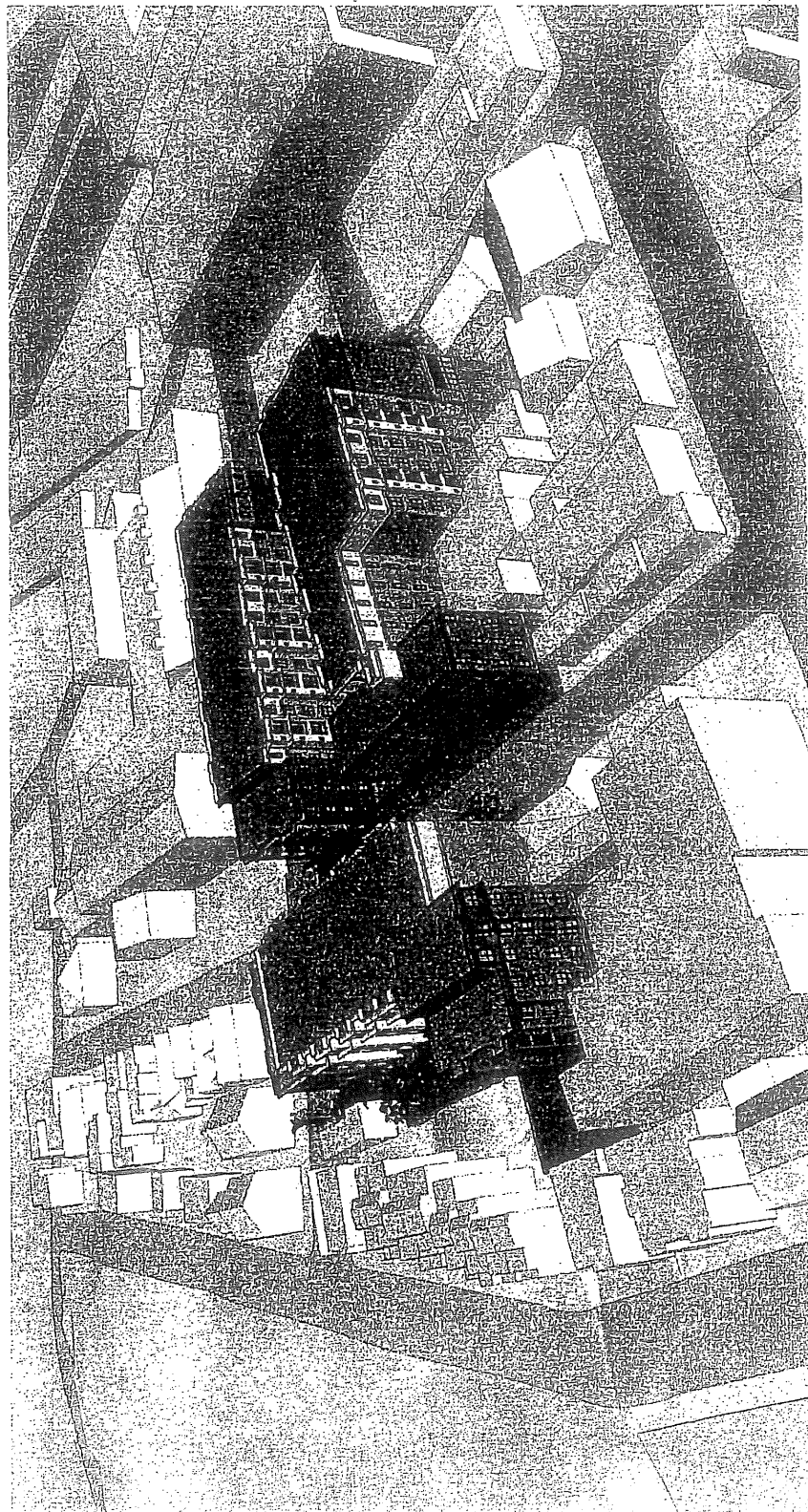
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7. This conditional rezoning shall become null and void and the **SITE** shall revert to the existing B-2b zoning district in the event that **DEVELOPER** fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final disposition of such appeal, this conditional rezoning shall become null and void and shall revert.
  8. Phasing: **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing for Phase II must be posted with the City prior to the issuance of a building permit for Phase I of the project. If Phase II fails to be developed within the time line set forth in this Agreement, the **DEVELOPER** shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.
  9. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then parking for Phase II of the project shall be increased accordingly as determined by the Planning Board.
  10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
  11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
  12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.



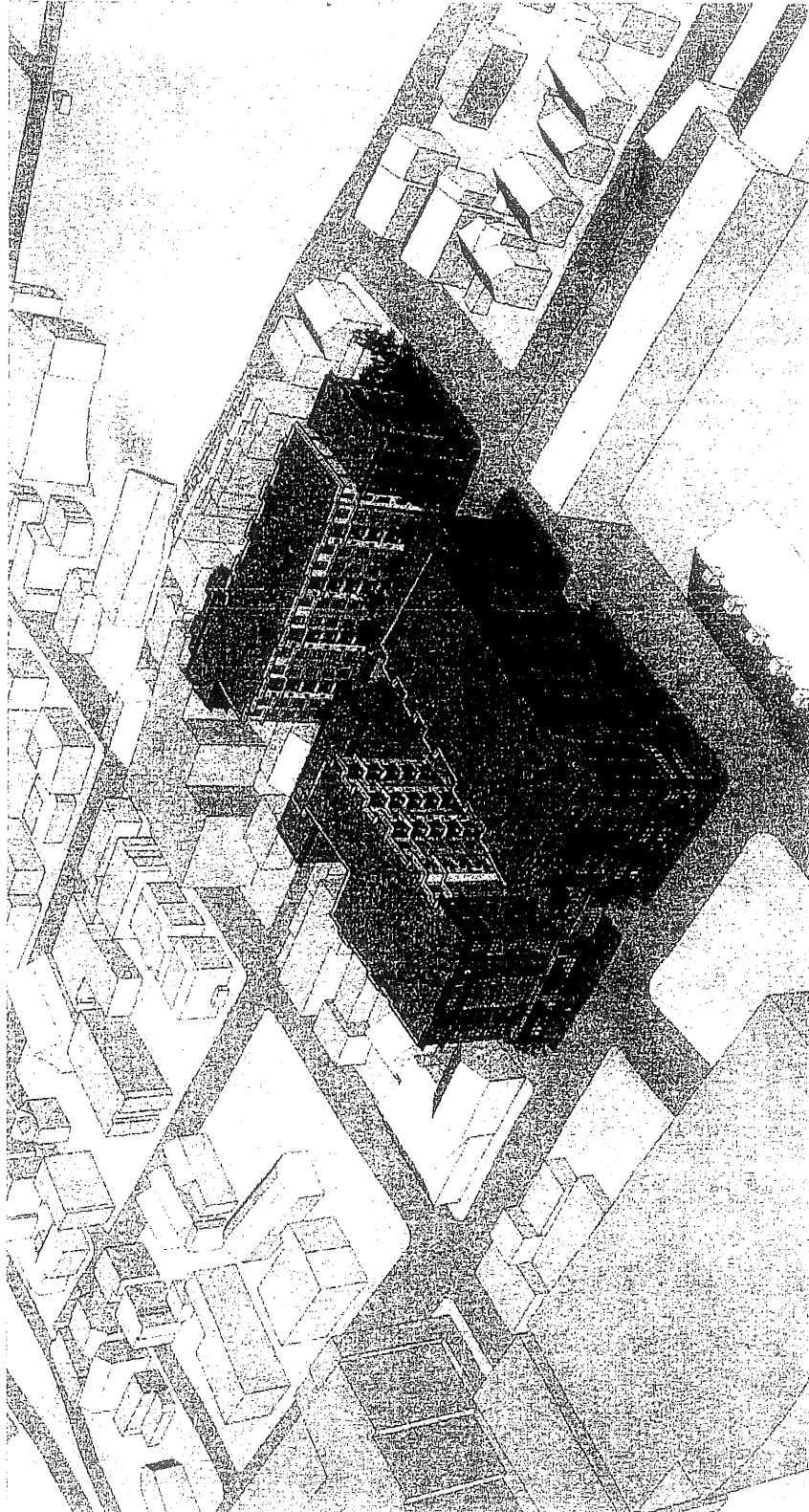


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**First Amendment to Conditional Zoning Agreement  
The Village At Ocean Gate (aka Bayhouse)  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the \_\_\_ day of \_\_\_\_\_ 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor’s Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "**project**"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

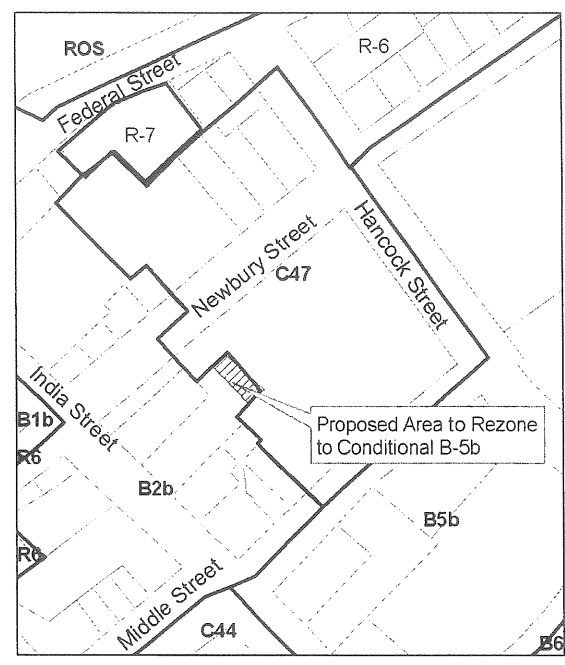
**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**’s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and

incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change. The underlying zone is changed from B-2b to B-5b.



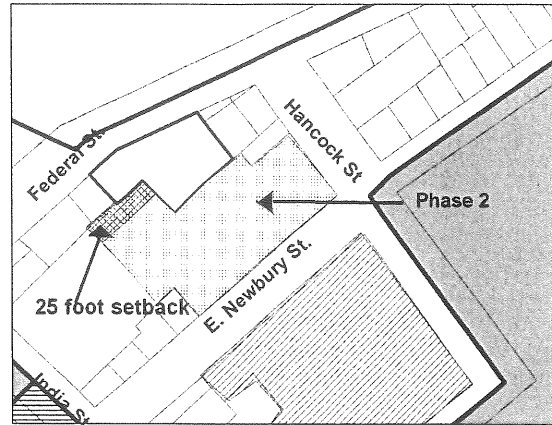
**Proposed Area to Rezone from  
B-2b to Conditional Rezoning to B-5b  
for The Village at OceanGate, LLC  
112-113 Newbury Street  
April 2008**

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the **SITE** will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 submitted by Sebago Technics, Inc., dated \_\_\_\_\_ as revised \_\_\_\_\_ . Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated \_\_\_\_\_, Attachment 2 (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:

- a maximum of sixty six (66) residential units shall be provided; and
- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



Required Minimum Setback of 25 feet in Phase II  
Depiction - Not to Scale

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in “Downtown Black,” specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 5,700 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.

- b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:
    - Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.
    - Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.
  - d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The CITY hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
  - e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00 , to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I. The retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the “Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.
7. This conditional rezoning shall become null and void and the **SITE** shall revert to the existing B-2b zoning district in the event that **DEVELOPER** fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final

disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

8. Phasing: **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing and any other public improvements for Phase II must be posted with the City prior to the release of the recording Plat for Phase II
  
9. Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the **DEVELOPER** must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the **DEVELOPER**. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.  
  
 Thirty eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.
  
10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
  
11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.

- 12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
- 13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

\_\_\_\_\_

\_\_\_\_\_

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

\_\_\_\_\_  
Notary Public





Att 3. a

**City of Portland, Maine**  
**Department of Planning and Development**  
**Conditional/Contract Rezoning Application**

Application ID: 1325 Application Date: 03/05/2008 CBL: 020 E021001 Property Location: 61 India St

**Applicant Information:**

Village at OceanGate, LLC.

Name

Business Name

35 Fay Street, 107B

Address

Boston, MA 02118

City, State and Zip

617-482-3006

Telephone

617-482-3007

Fax

**Applicant's Right, Title or Interest in Subject Property:**

See purchase and sale agreement.

**Current Zoning Designation:** B56

**Existing Use of Property:**

Vacant lot - no structures.

**Proposed Use of Property:**

To construct 8 additional units that will be added to the approved conditional zoning agreement for the Village at OceanGate located at 112-113 Newbury Street.

**Property Owner:**

Pearl Properties Llc

Name

198 Tuttle Rd

Address

Cumberland, ME 04021

City, State and Zip

Telephone

Fax

Amendment A

Amendment B

Amendment C

Section 14: \_\_\_\_\_

Requested:

**Planning Approval**

REVIEW TYPE: Committee Review

RECOMMENDATION DATE: \_\_\_\_\_ APPROVAL DATE: \_\_\_\_\_ ENACTMENT DATE: \_\_\_\_\_



3 b

Zoning Amendment Application  
Department of Planning and Development  
Planning Division and Planning Board

1. Applicant Information

VILLAGE AT OCEANGATE, LLC

Name

35 FAY ST. 107B

Address

BOSTON, MA 02118

617 482 3006 617 482 3007

Phone

Fax

3. Property Owner:  Applicant  Other

Same as above

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:

See purchase & Sale Agreement

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.)

5. 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 / NO STRUCTURES

2. Subject Property

61 INDIA ST. (PORTION OF)

Address

PORTLAND, ME 04101

20 F 21

Assessor's Reference (Chart-Block-Lot)

4. Billing Address:

VILLAGE AT OCEANGATE

Name

35 FAY ST 107B

Address

BOSTON, MA, 02118

7. Current Zoning Designation(s): B56

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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.

TO CONSTRUCT 8 ADDITIONAL UNITS THAT WILL  
BE ADDED TO THE APPROVED CONDITIONAL  
ZONING AGREEMENT FOR THE VILLAGE AT  
OCEAN GATE LOCATED AT 112-113 NEWBURY ST.

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 \_\_\_\_\_ to \_\_\_\_\_

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

For Zoning Text amendment, attached 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).

C.  Conditional or Contract Zone

A conditional or contract rezoning map 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 surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

11. Application Fee: An Application Fee 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 Workshop and Public Hearing notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

\_\_\_\_\_ Fee for Service Deposit      \$200.00

(This fee is required for all applications in addition to the application fee listed below)

\_\_\_\_\_ Zoning Map Amendment      \$2,000.00

\_\_\_\_\_ Zoning Text Amendment      \$2,000.00



**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made and entered into this 21<sup>TH</sup> day of February, 2008 by and between Pearl Properties, LLC, a Maine limited liability company (Seller) and Village at Ocean Gate, LLC of 35 Fay Street, 107B Boston Massachusetts (Buyer).

*Handwritten initials*

**WITNESSETH:**

1. PREMISES. Seller agrees to sell and Buyer agrees to buy the land situated at the rear of 61 India Street, Portland, Maine (collectively the Premises), such land being approximately ~~4,700~~<sup>1,600</sup> square feet and depicted on Exhibit A, subject to the provisions of Section 14 below. The Westerly boundary of the Premises shall be no less than twelve (12) feet from the recently poured foundation on the Seller's remaining land. Seller shall have the right, but not the obligation to salvage, remove and retain for its ownership and use, any and all walls and bricks located upon the Premises prior to the closing. Included in the sale of the Premises will be a construction easement to use that approximately 14 foot wide area of Seller's retained land, also depicted on Exhibit A, for temporary construction purposes for the initial construction of Buyer's project to last the duration of the construction project and for the future maintenance of the portions of the constructed building thereof.

2. PURCHASE PRICE. Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises the sum of Two Hundred Thousand Dollars (\$200,000), payable as follows:

*Handwritten initials JM DC*

- (a) Deposit. \_\_\_\_\_ paid to Seller as a deposit ~~at the time of the execution of this Agreement~~ <sup>NO LATER THAN FEB. 29TH 2008</sup>, which shall be credited toward the purchase price at the closing.
- (b) Cash at Closing. \_\_\_\_\_ shall be paid to the Seller by certified check or bank cashier (s) check at the closing.

2.A. ADDITIONAL CONSIDERATION. In addition to the Purchase Price, the Buyer shall deliver the following to Seller at closing:

*Handwritten initials JM DD*

- (i) Pedestrian Easement. Buyer shall grant, subject to the condition below in this paragraph, Seller an approximately ~~six (6)~~<sup>FIVE (5)</sup> foot wide pedestrian easement, in such form and on any other reasonably necessary terms and conditions reasonably satisfactory to Seller, over land of the Buyer from the remaining land of the Seller to Newbury Street in the area shown on Exhibit A. Buyer shall not be obligated to grant the foregoing easement to Seller in the event that doing so materially and adversely affects any municipal approvals for Seller's Bay House Condominium project.
- (ii) Courtyard & 14-Foot Easement Paving. Buyer shall finish pave the courtyard area on Seller's remaining land lying easterly of the recently poured foundation on the Seller's

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DO

remaining land and westerly of the Premises. In addition, Buyer shall finish pave the 14-foot easement running from Seller's remaining land to Middle Street and more particularly described in an instrument recorded in the Cumberland County Registry of Deeds in Book 25615, Page 187. The finish paving shall be of the same type, finish and quality as the paving that Buyer installs on the Premises. Such paving shall be completed within THIRTY (30) days of paving the Premises but no later than DEC. 31<sup>ST</sup>, 2009. In the event that the Buyer defaults in its obligation to pave hereunder, Seller shall be entitled to any and all legal and equitable remedies including but not limited to any and all costs, expenses and attorney's fees associated and/or incurred by Seller in enforcing or attempting to enforce the provisions of this section. The provisions of this section shall survive closing.

3. TITLE. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens. The Premises shall be conveyed subject to exceptions from coverage set forth in Ticor Title Insurance Company Owner's Policy # 74106-161258, as the same has been amended by endorsement, except for any mortgages or other liens referenced therein. In the event that Seller is unable to convey title as aforesaid, upon written notice from Buyer, Seller shall use reasonable efforts to remedy all title defects. In the event that said defects are not remedied within Forty-Five (45) days from the date of such notice, then the Deposit shall be returned to Buyer and this Agreement, and Seller (s) and Buyer (s) obligations hereunder, will terminate. Buyer may, at Buyer(s) option, elect to close notwithstanding such defects as may exist.

4. CLOSING. The closing of this transaction shall take place in the office of Tom Hanson, Bernstein Shur, 100 Middle Street, PO Box 9729, Portland, ME 04104-5029 (or, if the Buyer and the Seller mutually agree in advance and in writing, at another time and place) within Fifteen (15) Days of the date of the approval by the City of Portland City Council of the amended contract zone that shall include the Premises. Notwithstanding the foregoing, the closing shall occur no later than August 1, 2008. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises (the Deed).

5. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. Prior to the closing, the Premises shall be the sole responsibility of Seller and Seller shall bear the risk of any loss to the Premises whether by fire or otherwise. In the event of any casualty loss, Buyer shall have the alternative of either terminating this Agreement by written notice, whereupon Buyer shall receive back the Deposit plus accrued interest, or of accepting the insurance proceeds made available, if any, and closing notwithstanding such loss.

6. INSPECTION. At all reasonable times during the term hereof, Buyer shall have the right to enter the Premises and perform such inspections, engineering tests, soil tests, surveys, hazardous waste investigations, water tests, or other inspections as Buyer deems necessary or appropriate provided that the Buyer's activities shall not damage the Premises. Seller shall have the right but not the obligation to have a representative present at each inspection. Buyer shall keep the Premises free of all liens in connection with its inspection of the Premises or shall

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remove any liens immediately upon being notified of them. Buyer agrees to indemnify, defend and hold Seller harmless from all damage, loss or claims relating directly or indirectly to any physical damage to the Premises resulting from inspections or studies of the Premises made by Buyer or its agents, which indemnity shall survive Closing. Buyer agrees to provide Seller with copies of each of the reports completed regarding the Premises. Buyer agrees to return the Premises as nearly as possible to its original condition after all of such tests and inspections. If the results of a hazardous waste or other investigation done pursuant to this Paragraph are unsatisfactory to Buyer, Buyer shall have the right to terminate this Agreement by written notice and receive back the Deposit, plus accrued interest.

7. REPRESENTATIONS AND WARRANTIES. As a material part of the consideration for this Agreement, Buyer represents to Seller that Buyer knows, has examined, and has investigated (or, prior to the closing, shall know, shall have examined, and shall have investigated) to Buyer's satisfaction, operating information, environmental condition, physical nature and condition of the Premises. Buyer agrees to take the Premises "AS IS", with all latent and patent defects and no warranty by Seller that the Premises are fit for a particular purpose. Buyer takes the Premises with the agreement that there are no express or implied warranties or representations by Seller as to its physical condition, quality of construction or workmanship, or any other matter. Furthermore, Seller makes no agreement to alter, repair, or improve the Premises.

8. POSSESSION. Seller shall deliver possession of the Premises to the Buyer upon transfer of title free and clear of all leases, tenancies and occupancies by any person.

9. ADJUSTMENTS, PRORATION AND CLOSING COSTS. Real estate taxes and assessments and all utilities shall be prorated as of the closing on the basis of the latest available tax bill. The Maine real estate transfer tax shall be paid equally by Seller and Buyer. The recording fee for the Deed and any expenses related to Buyer (s) financing will be paid for by the Buyer.

10. CONDITIONS PRECEDENT. Buyer (s) obligation to close hereunder is subject to satisfaction of the following conditions at or before closing:

- (a) As of the date hereof, and as of the date of closing, all of Seller (s) representations and warranties shall be true and correct.
- (b) Approval by the City of Portland City Council of the amended contract zone that shall include the Premises.

If the above listed condition is not satisfied within the time specified or if no time is specified, by the closing date, Buyer shall be entitled to receive back the Deposit plus accrued interest, whereupon this Agreement shall terminate and neither party will be under any further obligation hereunder.

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11. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the Deposit plus accrued interest as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller (s) default hereunder, Buyer may, as its sole and exclusive remedy, either (i) terminate this Contract and be entitled to the return of the Deposit or (ii) seek specific performance.

12. ACCEPTANCE DATE. This contract shall not be valid unless executed by all parties by 5:00 p.m. ~~February 28, 2008.~~

13. MISCELLANEOUS.

- (a) Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Pearl Properties, LLC  
c/o Joseph W. Reynolds  
198 Tuttle Road  
Cumberland, ME 04021

TO BUYER: Village at Ocean Gate, LLC  
35 Fay Street 107B  
Boston, MA 02118

Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Seller (s) representations and warranties shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any



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provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

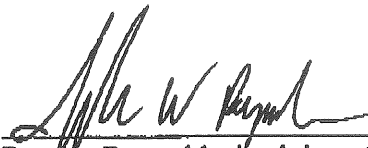
14. SURVEY. Buyer shall obtain, at Buyer's sole cost and expense, a standard boundary survey and metes and bounds description of the Premises, which survey will depict the temporary construction easement area and the pedestrian easement area (collectively, the "Survey") prior to closing. The Survey shall evidence the setback compliance of the rear portion of the Seller's remaining land and shall be otherwise reasonably satisfactory to Seller in all respects.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

WITNESS:

Pearl Properties, LLC

  
\_\_\_\_\_



By: Joe Reynolds, its duly authorized Manager

2/27/08

\_\_\_\_\_  
Date

The Village at Oceangate LLC

  
\_\_\_\_\_



By: Demetri Dasco, its duly authorized Manager  
Buyer

2/27/08

\_\_\_\_\_  
Date



3.k

**Shinberg Consulting, LLC**  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

March 4, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

**RE: The Bay House**  
**112 Newbury Street, Portland, Maine**

Dear Mr. Jaegerman, Ms Barhydt and Board Members:

Enclosed is a submission for The Bay House Condominiums (formerly known as The Village At Ocean Gate) project proposed for 112 Newbury Street. The project has been amended to incorporate approximately 1,600 square feet of land that will be acquired from the next door neighbor, Pearl Properties, LLC whose property affronts 61 India Street.

The total number of units has been increased from 84 units to 92 residential units. The square footage of retail space has been reduced to approximately 5,348 square feet. The total number of parking spaces in the garage has been increased from 79 to 80 spaces. The total number of leased spaces in the Gateway Parking Garage will be increased from 15 to 17. This will provide one parking space for each residential unit and an additional 5 spaces for the proposed retail space.

The retail space remains essentially unchanged at the part of the building that affronts Middle and Hancock Streets. The retail space in Building 2 at the West Elevation has been changed to provide additional storage space for the residential units.

After meeting with City Staff to review possible alternate materials for the buildings, the exterior of the building has been changed to include more concrete masonry units (CMU Block) at the base of the building and more cement board clapboard siding has been placed on the Newbury, Hancock and Middle Street elevations. In addition, the arched windows at the top floor have been changed to standard double hung windows.

As per the terms of the Conditional Approval letter from Ms. Barhydt dated July 20, 2007, the following fees have been agreed to:

1. \$9,600.00 tree replacement fee;
2. \$43,000.00 fee to reclaim and repave Hancock Street as per the memo from Mike Farmer of Portland Public Works;
3. \$200,000.00 Community Contribution to be dedicated to the extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension.

The three items listed above equals a total amount of \$252,600.

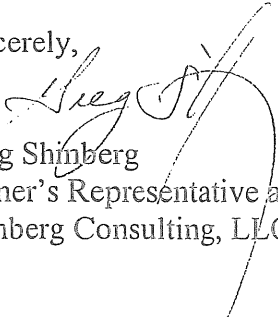
Because these fees were based upon building both Phase I and Phase II, and Phase II was not approved by the Planning Board on July 10, it is reasonable to request that the total fees be reduced from \$252,600.00 to \$156,612.00 or 62 % of the total. This calculation is based upon the relative size of Phase I and the proposed size of Phase II.

As noted in Section 5 of the approved Conditional Zoning Agreement, several modifications have been granted to the B-5b Zone. We request that the additional parcel to be acquired from Pearl Properties be subject to the same modifications that were previously granted.

Attached are the revised Site Plans by Sebago Technics dated February 27, 2008 and revised Floor Plans and Elevations and Floor Plans by David M. White dated February 18, 2008.

We look forward to attending the next scheduled Planning Board Workshop to review the amended project.

Sincerely,



Greg Shimberg  
Owner's Representative and Project Manager  
Shinberg Consulting, LLC



Shinberg Consulting, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

April 8, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

RE: The Bay House, Amendment to the Conditional Contract Zone  
112 Newbury Street, Portland, Maine

Dear Mr. Jaegerman, Ms. Barhydt and Board Members:

Enclosed is a submission for The Bay House Condominiums project proposed for 112 Newbury Street. The project has been amended to incorporate 1,602 square feet of land that will be acquired from the next door neighbor, Pearl Properties, LLC, whose property affronts 61 India Street.

On March 25<sup>th</sup> at the Planning Board Workshop, several items were addressed by the Planning Board and Staff that included the following items:

1. A comparison of the old retail square foot totals to the new retail space. *The old retail space totaled approximately 6,772 square feet. The new retail total is approximately 5,700 square feet.*
2. An explanation of the change of materials on the exterior skin. *The materials that are proposed will change some of the metal siding to a cement board that is reinforced with fiberglass (also known as "Hardi Plank") siding. The granite base has been changed to a fabricated granite block.*
3. According to Penny Latelle, the bicycle storage racks for the project must now meet the City Ordinance. *We will meet the City Ordinance which we calculate to be 37 bicycle spaces. It should be noted that there will now be substantially more storage space for the individual units and Owners may elect to store their bicycles in their storage compartment.*
4. A request that we add more glass to the west elevation of the retail space in Building 2 (facing the alley and Right of Way); *This change has been made – see the attached elevations.*

5. A request that we obtain input from Carrie Marsh, Urban Designer, on the proposed changes to the exterior. *We have been working together with City Staff to review the proposed changes to the materials.*
6. A request that we clarify the off-site improvements that must be done as a part of Phase I separately from Phase II. *See the attached plans that show this proposed work.*
7. A request that we include the easements for the abutting property located at 61 India Street. *See the attached plans.*
8. A request that we clarify our request that the \$200,000.00 Community Contribution fee be prorated between Phase I and Phase II. *We have decided to withdraw that request.*

The total number of units has been increased from 84 units to 90 residential units. The square footage of retail space has been reduced to approximately 5,700 square feet. The total number of parking spaces in the garage has been increased from 79 to 80 spaces. The total number of leased spaces in the Gateway Parking Garage will remain at 15 spaces. This will provide one parking space for each residential unit and an additional 5 spaces for the proposed retail space. See the attached memo from Eaton Traffic Engineers.

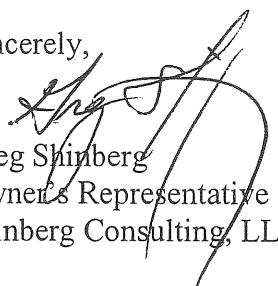
The retail space remains essentially unchanged at the part of the building that affronts Middle and Hancock Streets. The retail space in Building 2 at the West Elevation has been changed to provide additional storage space for the residential units.

As noted in Section 5 of the previously approved Conditional Zoning Agreement dated December 19, 2006, several modifications have been granted that amended the B-5b Zone. We request that the additional parcel to be acquired from Pearl Properties be subject to the same modifications that were previously granted.

Attached are the revised Site Plans by Sebago Technics, dated April 8, 2008, and the revised Floor Plans and Elevations by David M. White Architects, dated April 5, 2008.

We look forward to presenting the application at the Planning Board Workshop and Public Hearing that is scheduled for April 29<sup>th</sup>.

Sincerely,



Greg Shinberg  
 Owner's Representative and Project Manager  
 Shinberg Consulting, LLC

To: Demetri Dasco, Atlas Investment Group  
From: William C. Eaton, P.E., Eaton Traffic Engineering  
Re: Parking Calculation for Revised Phase 1 - Village at Ocean Gate Development  
Dt: April 8, 2008

The current revision for the above noted development is a 2 phase development with 90 condominium units and 6 retail spaces totaling 5,736 square feet of retail floor area in Phase 1. Based upon a determination by the City of Portland, parking for condominiums is to be calculated at 1 space per unit. The commercial floor area is likely to be a mix of retail and office land uses. The current plan for Phase 1 of the development will provide for 80 spaces on site designated for the condominiums. The City of Portland has determined that only the parking supply for the employees of the retail space must be provided; all patrons of the retail uses will use nearby garages, or off- and on-street parking. To estimate employee parking demand the publication Parking Generation 3<sup>rd</sup> Edition<sup>1</sup> was reviewed. Database information for a number of land uses includes employee density. For 6 various retail land uses (Free Standing Discount, Supermarket, Discount Supermarket, Sporting Goods, Furniture and Carpet) the density ranged from 1 employee per 1000 square feet to 1 per 1667 square feet. To provide a conservative estimate, retail will be estimated at 1 employee per 1000 square feet. Parking Generation indicates that parking demand for retail should be similar to office spaces – about 0.9 spaces per employee. Using this demand rate, retail employee parking supply needs are estimated at 6 spaces; these 6 spaces plus 10 spaces for condominium parking (16 total) are to be provided off site via a lease with a private parking facility.

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<sup>1</sup> Institute of Transportation Engineers, 2004



4d

I trust that the above addresses your needs in this matter. Should you have any questions, please contact me.

Att 5 a

DAVID M. WHITE, ARCHITECT

403 fibbetts hill rd.  
p.o. box 447  
goffstown, n.h. 03045  
603-497-3405  
fax 603-497-2783

MEMO

Date: April 23, 2008

From: David White

To: Barbara Barhydt

Project: The Village at Ocean Gate

Copy To: The Village at Ocean Gate,

Number: 01

LLC

Reference: Plan and elevation  
changes

---

The following is an outline of the changes made to the plans and elevations since the previous submission to the Planning Board that led to the conditional approval.

First some general items:

1. With the option to purchase the Reynolds' property Building 2 has been "squared" off to increase the saleable square footage. The number of units in the overall project had been increased to 92, but since our last meeting in early April the overall number of units has been reduced to 82. We have created larger units to meet this demand by prospective buyers.
2. The first floor plan has been changed to reflect a change in the structural system resulting in a changed parking layout and an increase in area available for buyer storage space and bike storage.
3. All metal panel work has been changed to Hardie board with battens.
4. The base of the project, from the belt course to grade has been changed from a combination of granite at the retail areas and brick under the residential areas has been change to polished concrete block with a polished granite look.
5. The windows at the fifth floor have been changed from arch top windows to flat top windows. These windows do now have a crowned head casing.
6. Fireplace exhaust hoods have been diagrammatically added. These will be painted to match the field color in which they are located.
7. We have adjusted the floor to floor height of the building and the average grade plane based on the new building perimeter. The overall height of

the building is 56.85' which is less than our previous height of 57.5' and considerably less than the 74' allowed by the conditional rezoning.

Middle Street Elevation (P.10):

- 1. No change to the brick above the belt course.
- 2. Simplification of the storefront detailing at the retail spaces. Standard 2" mullions instead of built up mullions. No change to color or panels. Awnings are now indicated.
- 3. The entrance to Building 2 has been relocated between the massing of Building 2 and the garage door. This change was made as an attempt to increase the amount of rentable retail area. This also creates symmetry with the retail areas for both Buildings 1 & 2.

Hancock Street elevation (P.11):

- 1. The location of brick above the belt course remains the same as the previous submission.
- 2. The entrance to Building 1 is now similar to the entrance to Building 1. The previous entrance detail would not work with the proposed awning.
- 3. Three sets of windows were moved to accommodate the units' fireplaces. These are the two end windows in the brown brick field and the triple window.
- 4. The window in the retail area has been simplified in the same manner as the Storefronts.

Newbury Street elevation (P.12):

- 1. The brick remains in Building 1.
- 2. Changes to the elevation of Building 2 include a large, more prominent entrance (no awning), relocation of the balconies from the rear of this section to the Newbury street side and slight rework of the windows for that unit with the balcony change.

Alley elevation (P.13 & P.16):

- 1. No change to the area above the belt course at the Middle Street block.
- 2. The window to the retail area in the Middle Street block has been scaled down and is consistent with the storefront detailing.
- 3. The brick previously shown from the Middle Street section to the new relocated balcony at the Newbury Street block has been changed to Hardie-plank clapboard siding similar to the courtyard elevations. Note that this area did have this siding in the area now infilled with the addition of the Reynolds' property.

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4. Window and deck locations from the Middle Street Block to Newbury Street have been revised to reflect the additional constructed space in Building 2.

Building 1 Courtyard elevation (P.14):

1. No change

Building 2 Courtyard elevation (P.15 & P.16):

1. No change to the Middle Street or Newbury Street blocks.
2. The area between these two sections has been change to reflect the revised unit configurations. This is indicated by only 3 decks per floor instead of the original 4.

I trust that this accurately reflects the changes made to the plans and elevations since that previous submission. We will be pleased to answer any question on these changes at the Planning Board meeting.

As part of this submission we have included the revised plans and elevations and renderings indicating the changes outlined in this narrative.

Respectfully submitted,



David M. White, AIA

Cc: The Village at Ocean Gate, LLC

CITY OF PORTLAND, MAINE  
PLANNING BOARD

Att. 6a

Michael Patterson, Chair  
Janice E. Tevanian, Vice Chair  
Kevin Beal  
Bill Hall  
Lee Lowry III  
Shalom Odokara  
David Silk

July 20, 2007

Mr. Demetri Dasco  
Village Café Inc.  
112 Newbury Street  
Portland, ME 04101

Christopher DiMatteo  
Sebago Technics  
One Chabot Street  
P.O. Box 1339  
Westbrook, Maine 04098-1339

RE: The Village at Ocean Gate, 112 Newbury Street  
CBL: Chart 20, Block D, Lots 13-15 and 32, Chart 20, Block E, lot 9  
Application ID: 2007-0021

Dear Mr. Dasco and Mr. DiMatteo:

On July 10, 2007 the Portland Planning Board considered the Village at Ocean Gate proposal for a two-phased project consisting of 138 residential units and 6,772 square feet of retail space. A one level parking structure with two buildings above the parking is proposed for each phase. The Planning Board reviewed the proposal for conformance with the provisions of the conditional rezoning agreement and the standards of Portland's subdivision and site plan ordinances. The Planning Board approved Phase I with waivers and conditions and tabled Phase II. The Planning Board's motions are as follows:

**Conformance with Conditional Rezoning Agreement**

The Planning Board voted unanimously (7-0) that the *Phase I* plan is in conformance with the Conditional Rezoning Agreement and the Eastern Waterfront Design Guidelines, with the condition that the applicant submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.

The Portland Planning Board voted unanimously (7-0) to table *Phase II* regarding the plan's conformance with the Conditional Rezoning Agreement and the Eastern Waterfront Design Guidelines and thus cannot act upon the Subdivision and Site Plan.

**Waiver**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations, contained in the Planning Board Report #30-07 relevant to the Subdivision Ordinance, Site Plan Ordinance, Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

1. The Planning Board waives the Technical Standard, Section III 2 A (b), which requires a 24 foot wide driveway for two-way ingress and egress, to allow the access to be between 18 and 22 feet at the garage entrances on Newbury and Middle Street as shown on the subdivision plat.
2. The Planning Board waives Technical Standard, Section XV H, Photometric plans requiring

photometric plans for the interior courtyards only.

- 3. The Planning Board acknowledges the applicant's contribution to the construction of Hancock Street and the additional costs for tree wells and tree guards, so based upon the recommendation of the City Arborist the Planning Board waives the financial contribution to the street fund to one half the amount due as determined by the City Arborist.

Subdivision:

The Planning Board voted unanimously (7-0) that the Phase I plan is in conformance with the subdivision standards of the land use code, subject to the following conditions of approval as applicable to Phase I:

- 1. A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a performance guarantee.
- 2. Revised plans and information meeting the recommendations contained in Thomas Errico, P.E., Traffic Consulting Engineer's review dated June 26, 2007 shall be submitted for review and approval prior to the issuance of a building permit.
- 3. Revised plans and information meeting the recommendations contained in Steve Bushey, P.E., Consulting Engineer's, memorandum of July 5, 2007 shall be submitted to the Planning Authority for review and approval prior to the issuance of a building permit.
- 4. Revised plans and information meeting the recommendations contained in Michael Farmer, Project Engineer's, memorandum of June 28, 2007, to the Planning Authority for review and approval prior to the issuance of a building permit.
- 5. In lieu of the applicant reclaiming and repaving a portion of Hancock Street, the Department of Public Works requests that the applicant pay the cost of reclaiming and repaving Hancock Street to the City, so that the City can use these funds to cover part of the cost of rehabilitating Hancock Street at a future time. The estimated cost of reclaiming and repaving the street must be reviewed and approved by Public Works.
- 6. The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage" located at Middle Street and that documentation of such participation will be provided to the City Planning Authority every two years.
- 7. All financial contributions required as part of the conditional rezoning shall be submitted to the City prior to the issuance of a building permit.
- 8. The design details for the bike racks shall be submitted to the Planning Authority for review and approval prior to the issuance of a building permit.



- 9. The proposed condominium documents shall be submitted for review by Penny Littell, Associate Corporation Counsel, prior to the issuance of a certificate of occupancy.
- 10. That the applicant submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.

**Site Plan:**

The Planning Board voted unanimously (7-0) that the Phase I plan is in conformance with the site plan standards of the land use code, subject to the following conditions of approval as applicable to Phase I:

- 1. A construction management site plan that shows any potential impacts on sidewalks and on the public right-of-way along with mitigation measures and the estimated construction schedule must be submitted for review and approval by the Planning Authority prior to the issuance of a building permit.
- 2. Revisions to the landscape plan should be submitted for review and approval by the City Arborist.
- 3. The applicant shall submit a unified plan for signage and awnings for review and approval by Carrie Marsh, Urban Designer prior to the issuance of a certificate of occupancy.
- 4. The applicant shall submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.
- 5. Recommends that a revised light plan for the exterior building lights and meeting the City's standards be submitted to the Planning Authority for review and approval.
- 6. The final plans will conform with the City's Fire Regulations as reviewed and approved by Captain Cass.
- 7. The site plan shall be revised to show awnings on Buildings #1 and #2 for review and approval by Carrie Marsh, Urban Designer.

Please note the following provisions and requirements for all subdivision approvals:

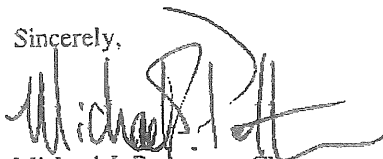
- 1. Updated plans meeting the Planning Board's conditions of approval must be submitted for review and approval by the Planning Office prior to the issuance of any permits.
- 2. The above approvals do not constitute approval of building plans, which must be reviewed and approved by Portland's Inspection Division.
- 3. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in

electronic form, the applicant shall submit any available electronic Autocad files (\*.dwg), release 14 or greater, with seven (7) sets of the final plans.

4. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount must be submitted to and approved by the Planning Division and Public works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
5. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. Prior to construction, a pre-construction 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 pre-construction meeting.
7. 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.)
8. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. 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 regarding the Board's actions, please contact Barbara Barhydt at 874-8699.

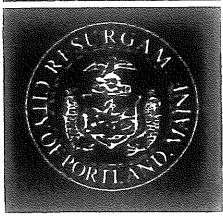
Sincerely,



Michael J. Patterson, Chair  
Portland Planning Board

- cc: Lee D. Urban, Planning and Development Department Director  
 Alexander Jaegerman, Planning Division Director  
 Barbara Barhydt, Development Review Services Manager  
 Philip DiPierro, Development Review Coordinator  
 Marge Schmuckal, Zoning Administrator  
 Jeanie Bourke, Inspections Division  
 Michael Bobinsky, Public Works Director  
 Kathi Earley, Public Works  
 Bill Clark, Public works  
 Jim Carmody, Transportation Manager  
 Michael Farmer, Public Works

Leslie Kaynor, Public Works  
Jeff Tarling, City Arborist  
Captain Greg Cass, Fire Prevention  
Assessor's Office  
Approval Letter File



Strengthening a Remarkable City, Building a Community for Life [www.portlandmaine.gov](http://www.portlandmaine.gov)

Executive Department  
Joseph E. Gray, Jr., City Manager

February 22, 2008

Mr. Dimitrios Dasco  
Managing Partner  
Village at Ocean Gateway LLC  
35 Fay Street  
Suite 107-B  
Boston, Massachusetts 02118

Re : Village At Ocean Gateway

Dear Mr. Dasco:

Please allow me to follow up on a meeting held in my office two weeks ago to discuss your residential development project in the vicinity of Hancock Street in Portland. In requesting the meeting you wanted a better understanding of the City's position regarding two major issues: 1) whether the City would support an amendment to the Conditional Rezoning Agreement that your community contribution of \$200,000 be prorated between the two phases of your development; and 2) whether the City was amenable, absent a rational basis, to permitting you to reroute your electrical connection through the presently existing overhead lines as opposed to connecting your project to the new underground circuit planned to service new development in the area.

Taking the second issue first, let me say that I listened carefully to your presentation and all the reasons you, as the developer, listed for avoiding a tie in to the new electrical system being installed in Hancock Street. At the time of our discussion I did not know CMP had a preferred position in favor of a tie in to the redundant circuit, nor was I aware of an analysis performed by staff in this regard. It is clear to me now that your project should likewise tie in to the Eastern Waterfront circuit presently under construction to service this area. All new development in the area will be tying in to this new system, including any development on the Jordan Meat site and the Maine State Pier.

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I have also considered your memo to me dated 1/30/08 and the costs of laying underground electrical service to tie in with the redundant loop versus that of your project suggested alternative (i.e. upgrade Newbury Street to "primary" service from overhead lines in nearby Mountfort Street (via Federal Street to Hancock Street) which would require additional poles in Newbury Street as well as pole and bracket upgrades to Federal Street poles). According to CMP, there would be little to no *construction cost* savings achieved by your project in taking this approach. I do understand savings would come from avoiding *reallocation costs* imposed by CMP pursuant to Public Utilities Commission regulations. At no time in our discussion was mention made that your alternative was being proposed to avoid these reallocation costs. Please know the City has no control over these reallocation costs. However, according to PUC regulations, a portion of the reallocation costs borne by the Village will be incrementally returned to you from later development in the area.

While I am not unsympathetic to your situation, others have been in the same predicament and have nonetheless been required to incur some upfront costs associated with electrical installations. In this case, with the many projects in the works in the Eastern Waterfront, the City and CMP have two important objectives: (1) to reduce the number of overhead lines in the area; and, (2) to provide service to city blocks from multiple circuits (redundant service) within the peninsula electrical system. Removing overhead lines has urban design advantages as well as providing greater flexibility in siting buildings, which need separation away from overhead lines. Redundant service provides system stability and reliability advantages to the properties served. From a meeting with CMP engineering staff held on February 5, 2008, the upper Hancock Street link from Middle to Newbury Street is an important link in this system.

As a result of the foregoing, and based upon new information brought to my attention regarding the importance of reducing overhead lines and installing a redundant system which will benefit your project, I am not in a position of altering CMP and staff's recommendation on the underground electrical connection in Hancock Street to service the Village project. However, given the importance of this improvement the city is willing to install the conduit bank (between Middle and Newbury Street) up to a cost of \$20,000. In this way, the City will contribute to improving its infrastructure, while your project will continue to be responsible for pulling the electrical wire.

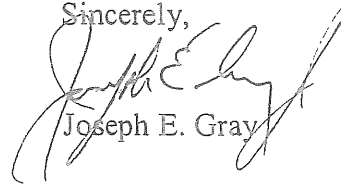
The second issue raised concerns the modification of your Conditional Rezoning agreement to apportion the community contribution of \$200,000.00 between Phase I and Phase II of your project. I am willing to recommend this apportionment idea provided there is a performance guarantee securing the Phase II payment obligation to the City within two years and regardless of whether your Phase II project moves forward. Please be advised that there is no guarantee the City Council will approve your request. Also note that once an amendment to the Conditional Rezoning is presented to the Council, the entirety of the rezoning is fair for comment and change. I am not in favor of apportioning the traffic improvement/traffic impact study contribution.

Dimitrios Dasco  
February 22, 2008  
Page 3

7c

Thank you for your time and attention. I trust this addresses your two issues adequately.

Sincerely,



Joseph E. Gray

Cc: Greg Shinberg, Consultant  
Barbara Barhydt, Development Review Services Manager ✓  
Alex Jaegerman, Planner  
William Needleman, Planner  
Michael Bobinsky, Director of Public Works  
O:\office\penny\letters2008\dasco021408.doc



**Memorandum  
Department of Planning and Development  
Planning Division**

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**To:** Chair Tavanian and members of the City of Portland Planning Board  
**From:** Carrie M. Marsh, Urban Designer, City of Portland, Planning Division  
**Date:** 04/24/08  
**Re:** The Village at Ocean Gate; a.k.a. The Bay House

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**I. Introduction**

The Village at Ocean Gate (a.k.a. The Bay House) will be reviewed at an upcoming Planning Board Public Hearing. This memo reviews revisions to the approved design of the project, as indicated on floor plans and elevations (04/18/08) and renderings (04/21/08). A memo was provided by project architect David White (04/23/08) which presents the proposed changes.

The approved plans for the project are included in the packet and dated June 26, 2008

**II. Proposed Changes**

A memo was provided by project architect David White (04/23/08) which presents the proposed changes (Attachment 5).

**III. Comments**

The following changes are the more obvious changes on prominent facades which may warrant further consideration by the board. If desired, the revision of these elements may be a condition for approval.

**Materials**

The approved metal siding has been changed to vertical Hardie board and batten. The first floor granite facing has been changed to polished concrete block.

**Entrances**

Building 2 along Middle Street was approved with the front door in the base of the building. The applicant has proposed to move the door to the area in between Building 1 and 2, next to the garage door. This has been presented in several scenarios by the applicant, all noted as P.10. Staff prefers the alternative which was approved, with the entrance in the base of Building 2.



However, the applicant has indicated a desire to change the retail space in Building 2, and has moved the pedestrian entrance to the parking garage. If the Planning Board accepts this change, staff recommends that the façade material for the portion of the façade that contains the pedestrian and automobile entrance be the same material (indicated as polished concrete block) as the base of Building 2.

The entrance to Building 1 along Hancock Street has been changed from the design that was originally approved. Staff prefers the approved entrance, and recommends that all of the doors in to the project remain of a scale and detailing that is readily visible in a large building mass.

### **Windows**

The approved façade design for the Hancock Street elevation included a fenestration pattern of bays and windows that was regularly spaced and reflective of traditional buildings. The size and spacing of some windows on the Hancock Street elevation have changed, in order to accommodate fireplace vents. This has created a fenestration pattern that is more asymmetrical throughout the expanse of the façade. Also, the number and size of windows on the street level of the Hancock Street elevation have been reduced in number, and the trim has been changed.

### **Conditions for Approval**

The location of the pedestrian entrance to Building 2 on Middle Street is a condition for approval, as well as any other items that the Planning Board would recommend.

A final set of building samples, and specifications of doors, windows and other details should be submitted prior to consideration of the amended agreement by the City Council.

SHINBERG CONSULTING, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101

To: Alex Jaegerman, Barbara Barhydt and Portland Planning Board Members  
From: Greg Shinberg, Shinberg Consulting, LLC - Owner's Representative  
Date: April 8, 2008  
RE: Minutes from the Neighborhood Meeting held on April 1, 2008 for the  
The Bay House project located 112 Newbury Street

The following is a record of the Neighborhood Meeting held from 6:00 to 7:30 PM at the Cummings Community Center.

Present on behalf of The Village At Ocean Gate, LLC:

Greg Shinberg, Shinberg Consulting, LLC (GS)

The following neighbors were present:

Elizabeth Graves (EG)  
Ron Smalley, Jr. (RS)

The meeting started at 6:45 PM to allow for some late arrivals.

GS introduced himself and that he is the representative for the owners and then presented the a review of the project to the neighbors;

GS explained how the project has changed from the original design that now incorporates the 1,600 square feet of property from the abutter located at 61 India Street;

GS reviewed the floor plans, site plans and proposed elevations with the neighbors;

EG asked when the project is scheduled to commence and finish; GS stated that the anticipated commencement date is this summer and that it should take approximately 15 months to complete.

RS asked what off site improvements are proposed to be done by us. GS explained what the scope of work to be done is. This includes the utility work at Newbury, Hancock and Middle Streets;

RS asked why Phase II was not approved. GS answered that the Planning Board had concerns with the size and scale of Phase II.

RS asked what the plans are for Phase II. GS stated that no additional work has been done on Phase II and the only changes at this time are for Phase I;

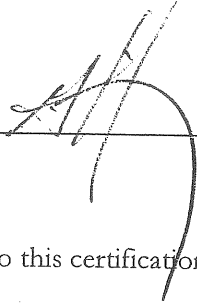
RS stated that he supported the plans for Phase II;

### Neighborhood Meeting Certification

I, (applicant/consultant) hereby certify that a neighborhood meeting was held on (date) at (location) at (time).

I also certify that on (date at least seven days prior to the neighborhood meeting), invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development or within 1000 feet of a proposed development in an industrial zone and the residents on the "interested parties" list.

Signed,

  
\_\_\_\_\_

4/8/08 (date)

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes



AH 5

**M E M O**

TO: Barbara Barhydt  
FROM: Mike Farmer, Engineering Division of DPW  
DATE: March 21, 2008  
RE: Bay House, 112 Newbury Street

DPW does not object to the idea of allowing the applicant to prorate the \$200,000 Community Contribution fee between Phase I and Phase II, as has been previously discussed by City staff.

The March 4, 2008 letter from Shinburg Consulting, LLC indicates that the applicant is also now requesting approval to prorate the tree replacement fee and the \$43,000 fee that would be paid to the City in lieu of the applicant being required to reclaim and repave Hancock Street northwesterly of Middle Street. DPW is concerned that if prorating the \$43,000 fee is approved by the City and Phase II is not built, the City will not have sufficient funds to do the necessary work in Hancock Street. For this reason, DPW recommends that the applicant be required to pay the full \$43,000 amount concurrent with Phase I, or that the applicant be required to provide a guarantee, suitable to the City, to assure that the full \$43,000 amount will be paid to the City.

**THE BAY HOUSE, formerly THE VILLAGE AT OCEANGATE  
VICINITY OF 112 NEWBURY STREET  
AMENDED CODITIONAL REZONE AGREEMENT**

**THE VILLAGE AT OCEANGATE, LLC, APPLICANT**

Submitted to:

Portland Planning Board  
Portland, Maine

April 29, 2008

Submitted by:  
Barbara Barhydt

April 25, 2008

## I. INTRODUCTION

The Village at OceanGate LLC submitted an application seeking amendments to the conditional rezoning agreement for the Village at OceanGate project located at 112-113 Newbury Street. The proposed amendments to the agreement pertain to Phase I of the Village at OceanGate project, which is now called The Bay House. The conditional rezoning agreement was adopted by the City Council on November 20, 2006 ([Attachment 1](#)). The agreement allows up to a total of 176 residential units in Phases I and II with a maximum of 66 residential units stipulated in the agreement for Phase II. Phase I of this project received subdivision and site plan approval on July 10, 2007 for a total of 84 residential units.

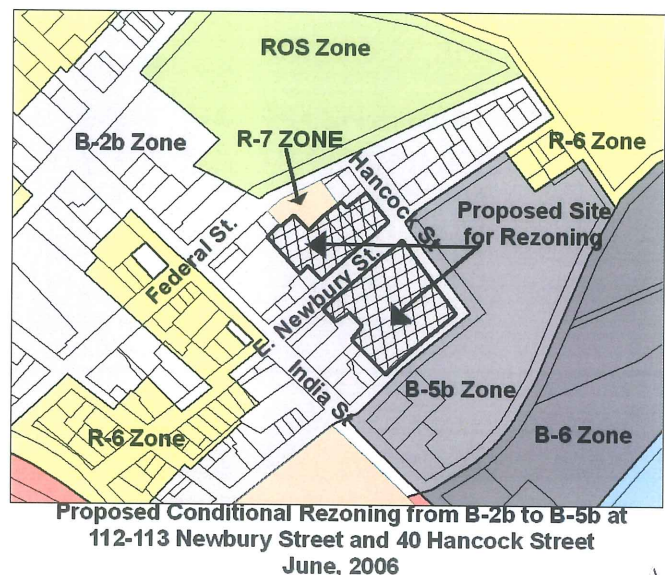
The applicant is seeking the Planning Board's recommendation to the City Council for the proposed amended conditional rezoning agreement, which is included as [Attachment 2](#). The applicant is seeking to revise the conditional zone agreement in order to incorporate 1,600 square feet of land into Phase I from the adjoining property, so that Building #2 may be redesigned to remove a jog in the structure. In addition, the proposal is to reduce the amount of commercial space in Phase I to create storage space for units, increase the number of residential units from 84 units to 90 units, revise the parking numbers and modify the exterior façades and materials. In the original submittal, the applicant was seeking to reduce the community contribution and other associated fees to a level proportional to Phase I, but they have withdrawn this request. The applicant's written submittal for an amendment is included as [Attachment 3](#). Subsequent submittals from the applicant are included as [Attachments 4 and 5](#). The revised plan sets of building elevations and floor plans are [Attachment 11](#), the revised building façade and floor plan for Building #2 is [Attachment 12 and](#) the revised site plan is [Attachment 13](#).

The representatives for the applicant include Sebago Technics, David White, Architect, and Greg Shinberg, Shinberg Consulting. A total of 196 notices were sent for this project and notices appeared in the newspaper on April 15 and April 22. A neighborhood meeting was held on April 8, 2008.

## II. PROJECT HISTORY

### **A. Conditional Rezoning Agreement 2007**

On November 20, 2007 the City Council adopted the Conditional Rezoning Agreement for the Village at OceanGate Project, which rezoned the combined site from B-2b to Conditional B-5b. The project area is composed of two sites with a total of 1.81 acres. The agreement was for a two-phase project that would have up to 176 units. At that time, there were two levels of structured parking in Phase I with a total of 145 on-site parking spaces. Phase II had one level of parking with 45 spaces. Excerpts of the agreement are listed below and the complete text is



Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.





contained in Attachment 1:

1. Subdivision and Overall Site Plan.
  - a. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets.
  - b. The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.
2. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 6772 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
3. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more buildings in accordance with §14-495(h).
4. Modifications to B-5b Regulations. The SITE shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the SITE shall be 176 dwelling units.
  - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:  
  
Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.
  - d. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
5. Community Contribution. The community contribution under this Agreement shall be \$200,000.00, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I.

The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the “Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

6. Phasing: DEVELOPER may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525 (f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing for Phase II must be posted with the City prior to the issuance of a building permit for Phase I of the project. If Phase II fails to be developed within the time line set forth in this Agreement, the DEVELOPER shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.
7. A post development occupancy parking analysis shall be conducted by the DEVELOPER six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then parking for Phase II of the project shall be increased accordingly as determined by the Planning Board.

**B. July 10, 2007 Subdivision and Site Plan Approval**

After the conditional rezoning agreement was adopted, the applicant submitted plans for subdivision and major site plan review. As the review process progressed, the applicant chose to reduce the number of residential units and reduce the number of parking decks for the overall project. The approved plans for Phase I include two four-story residential buildings above one level of structured parking. The Phase I project findings include the following:

|                       |   |
|-----------------------|---|
| Proposed Uses:        | 84 residential units<br>6, 772 square feet for commercial space and restaurant<br>One level of structured parking   |
| Total Unit breakdown: | 68 two-bedroom and 16 one-bedroom units   |
| Unit breakdown:       | Building #1: 40 two-bedroom and 4 one-bedroom units<br>Building #2: 28 two-bedroom and 12 one-bedroom units   |
| Parking Spaces:       | Total 130 spaces on-site. The proposal is to lease 18 spaces.<br>Eight leased spaces for residential units and 10 spaces for employees.   |
| Parking Ratio:        | 1 space/unit and 10 employee parking spaces for commercial uses with the inclusion of the leased spaces. Parking for customers will be available through a Park and Shop program at the “Riverwalk” Garage with documentation of participation to the Planning Authority every two years. |
| Building Height:      | Maximum height allowed for Buildings 1 and 2 shall not exceed 74 feet above average grade. Proposed heights are 57.04 feet in Phase I (measured from average grade).  |

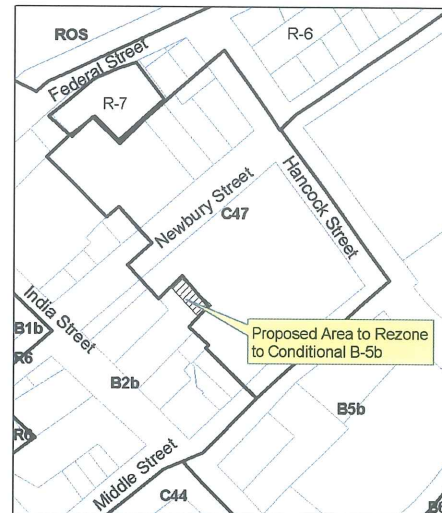
Building Footprint Total 65,675 square feet, both phases

On July 10, 2007, the Planning Board held a public hearing on the subdivision and site plan for Phase I and Phase II of the Village at OceanGate. The Board found unanimously that Phase I met the conditional rezoning agreement and the Eastern Waterfront Design Guidelines. The Board voted unanimously to table Phase II regarding the plans conformance with the conditional rezoning agreement and the Eastern Waterfront Design Guidelines. A copy of the approval letter is included as Attachment 6). Please note that the Planning Board conditioned the subdivision and site plan approvals (number 10 and site plan conditions 3 and 4) to require the applicant to submit revised plans meeting the requirements of the Urban Designer and to address building awnings.

### III. SUMMARY OF PROPOSED PROJECT CHANGES AND AMENDMENTS TO THE CONDITIONAL REZONING AGREEMENT

The proposed Amended Conditional Rezoning Agreement for the Village at OceanGate is included as Attachment 2. The Village at OceanGate LLC has revised their request since the original submission for an amended conditional rezoning agreement. The proposed changes to the plans and conditional zoning agreement are noted below.

1. **Map Amendment (Attachment 2, Condition 1):** The map for the conditional rezoning is revised to include an area of 1,602 square feet from the rear of the adjoining lot owned by Pearl Properties LLC at 61 India Street (Tax Map 20-E-021). The Pearl Properties site contains the Tackle Shop, which will remain. The strip of land to be transferred to the Village at OceanGate LLC is vacant and the proposed transfer meets zoning requirements for 61 India Street. The revised map for the conditional rezoning agreement is inserted here.



Proposed Area to Rezone from B-2b to Conditional Rezoning to B-5b for The Village at OceanGate, LLC  
112-113 Newbury Street  
April 2008

Prepared by the Department of Planning and Development based upon GIS Workgroup Data.



2. **Subdivision and Overall Site Plan, (Attachment 2, Condition 2):** The current conditional rezoning agreement states the site will be developed in substantial accordance with the subdivision and overall site plan and cites the specific site plan that is attached to the agreement. The agreement also states that, "Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 (collectively, "the Plans for Phase I)."

An updated site plan is part of the application, which depicts the changes in the overall site and footprint of the building. The updated plan is referenced in the amended

agreement.

The applicant is seeking to modify the building elevations and the exterior materials for Phase I. The proposed changes are outlined in Mr. David White's list of changes dated April 23, 2008 (Attachment 5). The discussion of the complete set of changes and Carrie Marsh's review of the revisions are found under Section IV, subsection 5 of this report. The amended agreement will cite the plans to be forwarded to the City Council for consideration.

3. **Commercial Retail Space (Attachment 2, Condition 3)**: The original agreement stipulated that the project shall contain no less than 6,772 feet of commercial/retail space along Middle Street, which included a 150 to 200 seat restaurant. The project no longer contains plans for a large restaurant and the applicant is seeking to reduce the overall commercial space for the project. The rear commercial area that would have served as kitchen facilities is now being proposed as storage space for the residential units. The applicant is proposing to have three commercial/retail spaces along Middle Street in each building of Phase I with a total of 5,700 square feet of commercial space. The applicant is also proposing to relocate the residential unit entrance for Building #2 from the base of building #2 to the connector between Buildings #1 and #2, in order to provide the three storefronts. This exterior change is discussed in more detail below under Staff Review (Section IV, paragraph 5). If the Planning Board recommends that the entrance remain in the location approved during site plan and subdivision review, then the amount of commercial/ retail space would be reduced to a total of 5230 SF which includes 2400 SF in Building 2. If the Planning Board prefers the original option, then the agreement would need to reflect this change. The conditional rezoning agreement as drafted includes the figure of 5,700 square feet as proposed by the applicant.

Please note that references to the restaurant in the agreement are deleted in the amended agreement.

4. **Number of Residential Units (Attachment 2, Condition 5)**: The proposed number of residential units for Phase I was approved with 84 during subdivision review. The application for an amendment to the conditional rezone agreement states that 92 residential units are proposed in Phase I. The April 8 submittal identifies the number of residential units proposed as 90. In Mr. White's memo of April 23 (Attachment 5), he states that the proposed number of units will be 82 in order to create "...larger units to meet this demand by prospective buyers." The original agreement allowed up to 110 units in Phase I, so this section of the agreement does not need to be amended.
5. **Community Contribution (Attachment 2, Condition 6)**: In the application dated February 28, 2008 with the March 4, 2008 cover memo (Attachment 3), the applicant sought to reduce the required community contribution and fees to a level proportionate with Phase I. In Mr. Greg Shinberg's correspondence dated April 8, 2008 (Attachment 4), the applicant is no longer seeking to prorate the community contribution and fees.
6. **Phasing (Attachment 2, Condition 8)**: The Planning Board tabled the proposed subdivision and site plan for Phase II. The current agreement required a separate performance guarantee be posted for the sidewalk and curbing for Phase II prior to

the issuance of a building permit for Phase I. The applicant is seeking to revise the conditional rezoning agreement to state that a separate performance guarantee for the cost of installing sidewalks and curbing and any other public improvements must be posted prior to the release of the recording plat for Phase II.

7. **Parking (Attachment 2, Condition 9):** A post development parking analysis is required in the first agreement, which is to be conducted 6 months after the issuance of a certificate of occupancy. It states that if the Parking Analysis finds that the 1:1 unit parking space ratio is inadequate, then the parking in Phase II would need to be increased accordingly as determined by the Planning Board. The proposed agreement revises the parking requirements as follows and includes a requirement that 38 bicycle parking spaces shall be provided on site:

Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the DEVELOPER must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the DEVELOPER. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.

Thirty-eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.

#### **IV. STAFF REVIEW**

The staff review of the proposed revisions of the plans based upon the City's Site Plan and Subdivision Standards are listed below.

1. **Zoning:**

Amendments to the adopted conditional rezoning agreement are requested in order to incorporate the additional land area, adjust the amount of commercial space within the project, and to revise other provisions, such as the phasing and parking conditions. The staff evaluated whether this proposal could go forward without amending the contract and instead rely on the B-2b zone provisions for the new land area in combination with the Incentives of Affordable Housing. The dimensional standards for height and density under those provisions did not achieve the building height and density sought for the project. Penny Littell, Associate Corporation Counsel, advised that the approval for the Conditional Rezoning Agreement entered

into by The Village at OceanGate LLC, contemplates the use and layout of the entire site as originally proposed. Any attempt to now utilize the entire lot (or even a portion thereof) for purposes of calculating land area requirements for an adjacent parcel zoned B-2 (presumably to allow a number of units and the use of inclusionary zoning provisions) would in essence, take land already accounted for by the Conditional Rezoning and use it again to calculate a separate and distinct land area requirement. This would violate the Conditional Rezoning Agreement presently in place. A total of 110 residential units is permitted in Phase I and 90 units are proposed, so the proposal is within the overall density calculations. The agreement needs to incorporate the additional land area.

2. **Traffic:**

The applicant submitted a revised parking calculation report for Phase I that was prepared by William C. Eaton, P.E., Eaton Traffic Engineering, and dated April 8, 2008 (Attachment 4). Thomas Errico, P.E., Consulting Traffic Engineer, has reviewed the work and has found it to be acceptable. The revised agreement reflects the changes in the parking numbers for this project.

The revised agreement takes into account the recently adopted regulations for bicycle parking facilities

3. **Public Infrastructure:**

The revised plans as submitted to date are acceptable to Public Works. A Community Contribution of \$200,000 is part of the conditional rezoning agreement, which is to be used for the extension of Hancock Street. The construction of Hancock Street is a City project currently under construction. Since the Village at OceanGate project received its site plan and subdivision approval, there have been discussions between the City, CMP and the applicant on the plans for providing underground electrical service to the site. Central Maine Power (CMP) reviewed the utility plans and recommended revisions to the electrical layout in order to create an underground loop in the system. The City concurred with this recommendation. The applicant had sought alternative solutions to this recommendation, but has now agreed to the underground loop as recommended. The City has committed to providing the necessary ducts in Hancock Street (refer to Joe Gray, City Manager, correspondence, Attachment 6).

4. **Fire Prevention:** Captain Gregory Cass, Fire Prevention for the Fire Department, reviewed the revised plans and found them to be acceptable. He did note that a designated area for fire access near the entrance might be required when the revised site plan is reviewed.

5. **Building Elevations and Exterior Materials**

Changes to the building elevations and exterior materials are proposed in Phase I. David White, AIA, submitted a memorandum dated April 23, 2008 (Attachment 5) listing the proposed revisions since the July 10th approval. Carrie Marsh's review is included as Attachment 8. The building elevations included in the public hearing packet for the July 10, 2008 public hearing on the site plan are included as Attachment 9.

Based upon the Planning Board workshop, the applicant has chosen to retain the brick on the Middle and Hancock Street facades and a window has been added along the alley in the commercial space in Building #2. Hardie board is proposed as a substitute for the metal cladding. The belt course has been changed from a combination of granite and brick to polished concrete block with a granite look.

When the project was approved in July 2007, the intention was to have a restaurant in Building #2. The commercial space in Building #1 was designed to accommodate a restaurant and possibly one commercial space. The entrance for the residential units was located in the base of this building along the Middle Street façade to create a more prominent entrance for the residential units. The applicant would prefer to relocate the entry from its approved location to the garage level wall, which is stepped back from the building façade by approximately three to four feet. The applicant notes that the relocation of the door provides three commercial/retail spaces along Middle Street with a total of 2,878 square feet in Phase I and creates a symmetry of storefronts for both buildings. Retaining the entry in its approved location decreases the overall commercial square footage to 2,400 square feet in Building 1, but creates a clear residential entry in the base of the building. The staff requested that the applicant provided an option of the door in their preferred location with the exterior materials of Buildings #1 and #2 extended along the residential entry and garage entry façade for the Board's consideration. The staff is seeking the Planning Board's recommendation on this design feature. In addition, the staff recommends that all doors remain of a scale and detailing that is prominent and readily visible in a large building. The final set of proposed exterior samples should be submitted to the Planning Division prior to the City Council's consideration of the amended agreement.

## V. COMPREHENSIVE PLAN ANALYSIS

Housing and Sustaining Portland's Future is the housing element of Portland's Comprehensive Plan. It encourages construction of all types of new housing to meet the needs of Portland households. It also encourages sustainable development with higher density housing near the downtown and supports mixed-use developments within the City's business zones. The City's housing element includes policies to maintain neighborhood integrity and stability. An objective of the Housing plan states:

Encourage innovative new housing development, which is designed to be compatible with the scale, character, and traditional development patterns of each individual neighborhood.

The actions encourage new development that offer diverse and quality living options, provide traditional neighborhood elements, promote a walkable city and is compatible with Portland's existing neighborhoods. The plan also encourages compatible development through the use of design guidelines for new development. Attachment I is an excerpt of relevant housing policies from the Comprehensive Plan.

The Eastern Waterfront Master Plan was adopted in 2004. The proposed site for this rezoning is adjacent to the Eastern Waterfront study area and was included in the height analysis for the



Master Plan. Thus, the goals and policies of the Eastern Waterfront Plan are pertinent to this rezoning request and the Planning Board directed the staff to evaluate this proposal under the Eastern Waterfront Design Guidelines at the initial workshop (refer to Attachment D for Urban Design review by Carrie Marsh). The Master Plan encourages development that is compatible with the surrounding neighborhoods, natural environment and maritime uses through the use of compatible architecture, maintaining the street and pedestrian network, and preserving significant public view corridors to and from the water. The plan also encourages mixed-use development that will create a vital and active urban area.

The purpose of the B-5 and B-5B zone is “to provide zone 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 underdeveloped lots with great potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings. It is anticipated that such denser, mixed uses would rely on a shared infrastructure system, including service alleys, parking lots, public transportation facilities, stormwater management and driveways.

The proposed revisions to the plan add 1,602 square feet of land to Phase I, which allow a jog in Building #2 to be eliminated and six more residential units to be added. While the commercial space will be reduced with the elimination of the kitchen space for a restaurant, it maintains a mix of uses with the first floor area for both buildings 1 and 2 designated for commercial/retail space. Housing is the predominant use in this mixed-use proposal, which is near the downtown and major transportation facilities. The project will provide a mix of uses that offer a 24-hour presence in the neighborhood and does not interfere with any of the marine or other uses proposed near the waterfront. In addition, a shared alley serves the project and an adjoining business on India Street and the developer is participating in upgrading the public street and utility infrastructure within this neighborhood.

#### **VI. Neighborhood Meeting and Public Comment**

The applicant held a neighborhood meeting on April 8, 2008. The meeting notes and list of attendees is in Attachment 10. No public comment has been received to date.

#### **VII. Staff Recommendation:**

The staff supports the amendments to the conditional rezoning agreement with The Village at OceanGate, LLC. The question before the Planning Board is whether the building entrance for the residential units in Building #2 should be located in the building base of the building as originally approved or in the connector between Buildings #1 and #2. The conditional rezoning agreement will need to reflect the Board’s decision.

#### **VIII. Motion for the Planning Board’s Consideration**

On the basis of plans and materials submitted by The Village at Ocean Gate LLC, the policies of the B-2b and B-5b zones, Comprehensive Plan, public comment, the information provided in Planning Board Report #18-08, and/or other findings as follows:

The Board finds that the proposed Amended Conditional Rezoning Agreement for

The Village At OceanGate, now known as The Bay House [is or is not] consistent with the Comprehensive Plan of the City of Portland and is consistent with the existing and permitted uses in the underlying B-5b zone. The Planning Board therefore [recommends or does not recommend] to the City Council approval of the proposed conditional rezoning at 112-113 Newbury St. and 40 Hancock Street with the recommendation that

1. The location of the entrance for the residential units shall prominent and located along the commercial façade of Building #2, as shown on building elevations presented in Attachment 11;
- OR**
2. The location of the entrance for the residential units shall be prominent and located along the in the connector between Buildings #1 and #2, as shown on building elevations presented in Attachment 12.
  3. The final set of building samples and specifications be submitted to the Planning Division prior to the City Council's consideration of the proposed agreement.

Attachments:

1. Conditional Rezoning Agreement for the Village at OceanGate, adopted November 20, 2006
2. Proposed Amended Conditional Rezoning Agreement for the Village at OceanGate.
3. Zoning Amendment Application from the Village at OceanGate, LLC., dated February 28, 2008
4. Applicant Submittal, April 8, 2008, memorandum from Greg Shinberg and Parking Calculation Memorandum from William Eaton
5. Applicant Submittal, April 23, 2008, memorandum from David White, AIA
6. Subdivision and Site Plan Approval Letter, dated July 20, 2007
7. Correspondence from Joseph E. Gray Jr. to Dimitrios Dasco, dated Feb. 22, 2008
8. Memorandum, Carrie Marsh, dated April 25, 2008
9. Building Elevations from July 10, 2008 public hearing
10. Neighborhood Packet, neighborhood meeting held on April 8, 2008
11. Revised Site Plan and Building Elevations, dated April 18, 2008
12. Revised First Floor Plan and Middle Street Elevation, dated April 22, 2008
13. Revised Site Plan, dated 4-22-08

**First Amendment to Conditional Zoning Agreement  
The Village At Ocean Gate (aka Bayhouse)  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the \_\_\_ day of \_\_\_\_\_ 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor's Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

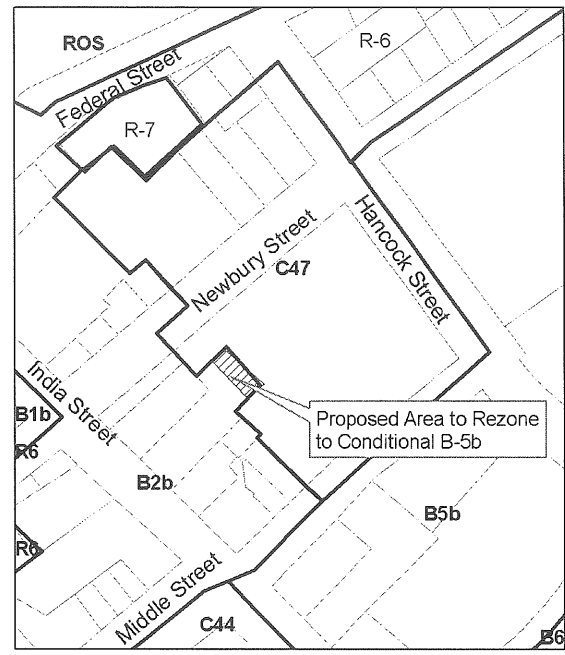
**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**'s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and

incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change. The underlying zone is changed from B-2b to B-5b.



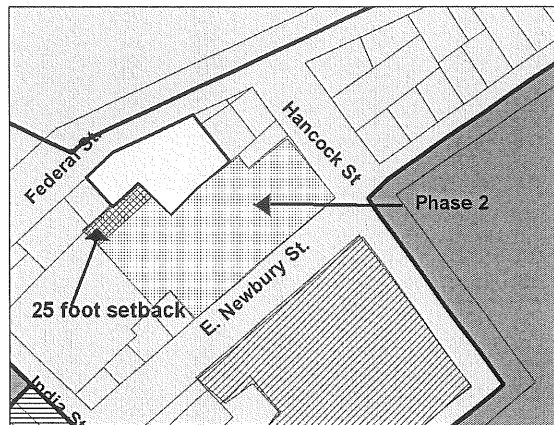
**Proposed Area to Rezone from  
B-2b to Conditional Rezoning to B-5b  
for The Village at OceanGate, LLC  
112-113 Newbury Street  
April 2008**

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the **SITE** will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 submitted by Sebago Technics, Inc., dated \_\_\_\_\_ as revised \_\_\_\_\_. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated \_\_\_\_\_, Attachment 2 (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:

- a maximum of sixty six (66) residential units shall be provided; and
- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



Required Minimum Setback of 25 feet in Phase II  
Depiction - Not to Scale

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in “Downtown Black,” specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 5,700 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.

- b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:
    - Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.
    - Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.
  - d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The **CITY** hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
  - e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The **CITY** hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00 , to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I. The retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the “Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.
7. This conditional rezoning shall become null and void and the **SITE** shall revert to the existing B-2b zoning district in the event that **DEVELOPER** fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final

disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

- 8. Phasing: **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing and any other public improvements for Phase II must be posted with the City prior to the release of the recording Plat for Phase II
- 9. Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the **DEVELOPER** must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the **DEVELOPER**. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.

Thirty eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.

- 10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council’s passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
- 11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.

- 12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
- 13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

\_\_\_\_\_

\_\_\_\_\_

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

\_\_\_\_\_  
Notary Public



Demetri

- PB rec amend conditional zone
- inclusion of Reynolds property
- reduce retail
- pro-rate / \$200,000 -
- clear - if don't get Phase II - don't want to be obligated to do improvements -

Phase II - tabled -

issue to clarify -

clear what I want - req to amend

if I never get Phase II or not pursue -

- tree fee - wouldn't pursue -  
- Hancock - don't address - site plan -

- P1 Bd - to approve

Phase II - doesn't e.

pro-rate based on lot -  
62% - Phase I  
on \$200,000

site improvements to Phase II  
- perf guarantee -

- only if Phase II get  
approved

Not  
recommended

\*

\* further site improvements -

- relieved of if doesn't  
get approved -

OK

- Alex  
- Penny  
3

- Demetri  
- David White  
- Greg  
- Rob

4/11/08

## The Bay House

1. The fees for reconstruction  
- Todd's e-mail - saying willing to  
Waive
2. Marriott Hotel -
3. ~~\$200,000~~ - Hancock -
4. Fee questions //  
- St opening fee vs  
Pavement Restoration Charges  
(is this still current)  
\$43,000

exhibit

- manhole - middle of Hancock -  
- documented -  
Todd has - docum  
- describes -

Design changes -  
- Porches facing Newbury St  
- Lardy plank - along Alley



Feb 12<sup>th</sup>

- ① Demolition - request - prior to bldg permit
  - prior to PG.
  - Inspection - dept
- ② Temporary fencing -
- ③ DEP - General Construction Permit -
- ④ Changes to Exterior + Interior
  - not changed footprint + units -

⑤ Hilton Garden Inn - Portsmouth -

Genest -  
concrete CMU

- Base course / Belt course

top panel - ft shorter - ~~for~~ lower windows

- Two corners - brick

- CMU - full brick //  
- metal panels - balconiest top -

- ~~old~~ Hardy plank - substitute for metal -

- 6 inch reveal - for hardy plank  
- brick 4" reveal

- wider /  
4x8 - panels - scored -

herdy plank - smooth

work - stop work order - no stop - but  
cant walk in new area

Parking spaces - possibly lose spaces -

Retail - space smaller

reduce #

add space + 8 units - / Reynolds property  
- fixed number - go back to

- can't raise prices for units -

1/5 1<sup>st</sup> design

moved entrance

3 stories

removed arch windows

cement board

- granite vs brick for base course
- all metal panels - substituted for
  - bring the whole boards -
- different windows -

Hancock Facade -

- red brick staying brick

- brown brick - positive recomm

~~Recomm~~



**From:** "Greg Shinberg" <gls@shinbergconsulting.com>  
**To:** "Alex Jaegerman" <AQJ@portlandmaine.gov>, "Barbara Barhydt" <BAB@portlandmaine.gov>  
**Date:** 3/29/2008 12:41:45 PM  
**Subject:** FW: Pavement Restoration Charges for The Bay House project

Alex / Barbara:

See below.

I am forwarding to you an email that was sent to me by Todd Merkle to confirm our understanding of the anticipated Pavement Restoration fees.

It is our understanding that this is the position of the City.

Please confirm.

Greg

Shinberg Consulting, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101  
Office 207 772 7070  
Fax 207 772 7080  
Cell 207 653 7510  
gls@shinbergconsulting.com

-----Original Message-----

**From:** Todd Merkle [mailto:Todd@portlandmaine.gov]  
**Sent:** Monday, December 10, 2007 10:22 AM  
**To:** Alex Jaegerman ; Lee Urban; Michael Farmer; gls@shinbergconsulting.com  
**Cc:** dasco@atlasboston.com  
**Subject:** Re: Pavement Restoration Charges for The Bay House project

Those fees will not be charged as long as they are in an area where the roadway is to be overlaid or reconstructed.

Permit charges for each block will be charged, each sewer connect will be charged, each storm drain connect will be charged, each sealed drain will be charged, and each parking space, sidewalk, and street occupancy will be charged.

>>> "Greg Shinberg" <gls@shinbergconsulting.com> Thursday, December 06, 2007 4:33 PM >>>  
Todd:

Yesterday we met to discuss the site related City of Portland fees for The Bay House project to be constructed at the former Village Cafe at the corner of Newbury and Hancock Streets in Portland Maine.

It is our understanding that because of the anticipated amount of reconstruction, there will be no Pavement Restoration Charge of \$65.00 per square yard for work to be done in Newbury Street, Middle Street and Hancock Street.

Please confirm that those anticipated fees will be waived by the City of













**Conditional Zoning Agreement  
The Village At Ocean Gate  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the \_\_\_ day of \_\_\_\_\_ 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor's Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; space for a 150- to 200-seat restaurant; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

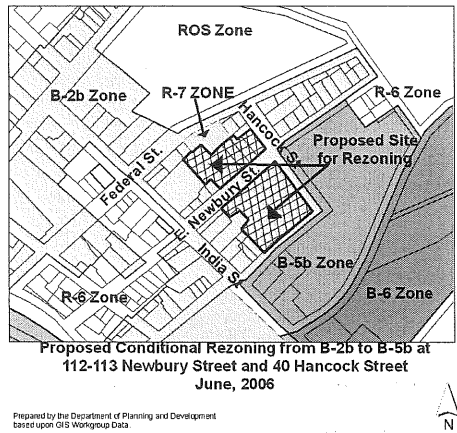
**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**'s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change [NEEDS NEW MAP WHICH INCLUDES PEARL PROPERTIES PARCEL]. The underlying zone is changed from B-2b to B-5b.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the SITE will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 [NEEDS NEW ATTACHMENT SHOWING PROJECT WITH PEARL PROPERTIES PARCEL], submitted by Sebago Technics, Inc., dated 8/03/05 as revised November 17, 2006. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 [NEEDS NEW ATTACHMENT SHOWING PROJECT WITH PEARL PROPERTIES PARCEL] (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:

- a maximum of sixty six (66) residential units shall be provided; and
- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in "Downtown Black," specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than ~~6772~~ 5,300-5,700 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.
  - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.

Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.

- d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The CITY hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
- e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
- f. The project (Phases I and II) shall be serviced by underground electrical which shall connect with the redundant loop approved by CMP and the City.

6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00 ~~as provided below~~, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I. ~~Prior to the issuance of a building permit for Phase I, the Developer shall pay \$124,000.00 of the community contribution. Provided that Phase II is approved by the Planning Board as contemplated by the Overall Site Plan, the Developer shall pay the \$76,000.00 balance of the community contribution within two years of the issuance of a certificate of occupancy for Phase I regardless of whether Phase II is constructed by the Developer. The Developer's obligation to pay the balance of the community contribution for Phase II as provided above shall be secured by a performance guaranty delivered within thirty (30) days after approval of Phase II by the Planning Board.~~

- 6. The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.
- 7. This conditional rezoning shall become null and void and the SITE shall revert to the existing B-2b zoning district in the event that DEVELOPER fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval,

including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

8. Phasing: DEVELOPER may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. ~~A If Phase II is approved by the Planning Board as contemplated by the Overall Site Plan, a~~ A separate performance guarantee for the cost of installing the sidewalks and curbing and any other public improvements for Phase II must be posted with the City prior to the release of the recording Plat for Phase II ~~issuance of a building permit for Phase I of the project. If Phase II is approved by the Planning Board as contemplated by the Overall Site Plan and if Phase II fails to be developed within the time line set forth in this Agreement, the DEVELOPER shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.~~
  
9. Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the DEVELOPER six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the DEVELOPER must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the DEVELOPER. Pparking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I ~~increased accordingly as determined by the Planning Board.~~

Thirty eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.

10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.



11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

\_\_\_\_\_

\_\_\_\_\_

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

\_\_\_\_\_  
Notary Public

Mtg w/ Penny & Tedd

- Middle Street - rebuilt -

- agreed

fees

reconstruction - full depth across  
Middle St - gravel / pavement work

separation - ~~just~~ overlay pavement  
mill if necessary

trench - - paving restriction  
- City 3 yrs to grind &  
to repave

### Understanding

① Middle - total reconstruction entire  
length / water main -

② Hancock - Middle to Fed  
install / storm drain & water main  
- curb & sidewalk -

\$430,000 to \$460,000 in lieu of  
plus pay fee -  
- curb & sidewalk let it go

no fee

Newbury St - 5<sup>th</sup> St -

- overlaying India to Hancock
- or paying city to do paving -

a.

Street openings - agreed to waive  
in pavement restoration fee because  
of \$43,000

- waive for middle -

Newbury - won't charge \$65/yd - overlay first

4 Street Openings Permit

\$223 (to excavate in street)

- Street opening permit - by block - never  
waived

- Trenching \$65/yd - Pavement Restoration fee  
(only excavation in the street)

- ~~Pavement~~

2 permits - at India + Newbury -

\$43,000



# The Village at OceanGate

David White

Joshua Cushman

Alex

Greg Shinkberg

B.

① Council on letter of # parking spaces -  
Janice give her a copy of the report -

②

arch windows

metal + Hardi

entrances - middle

Hancock

cornice

Hardi - plank - 50 year product

<sup>15-</sup> 25 year - if painted -

- metal panel - siding

Chestnut St - one is 20yr finish

galvalum / no guarantee on

finish - 5 or 10 -

David White

Hardi - plank - not a denigration

20 yr finish // metal supposed

LEED - sustainable material

- Osteo paths - in Falmouth -

clipboards or sqft / panels -

- Trim - Shender

# 7-9 / foot - Hardi Plank

A cornice - 4" shorter - slope - A -

vs - flat cornice  
2 to 2½

B - flush w/ middle -  
- 2½ ft - garage

C. Facade - all across -

- push garage entrance back - to 4 ft -

- setback 24' - recessed - 18' door

- redid - board + batten - w/ 2" batten -

Hardi plank - panels w/ batten

- Doors + awnings

E. 3 - Central entry to plaza -

- to move from - bldg -

- courtyard - some changes

- door on bldg # 2 transom -  
bigger

E. 6 Arched windows

Cost of window - \$90 - 100,000

for top floor - exterior faces -

Balcony - arched -

Eastern Waterfront Guidelines  
- base - middle + top

Design Standards -

68 windows

only 2 manuf. do arched -  
- others don't do -

fixed light - doesn't meet as well -

fixtures - something to embellish

Casings of windows - sill  
- hard plank trim -  
- more durable



**Conditional Zoning Agreement  
The Village At Ocean Gate  
112-113 Newbury Street, Portland, Maine**

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**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; space for a 150- to 200-seat restaurant; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

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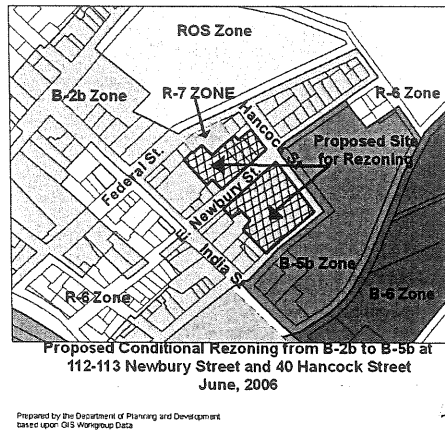
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**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**'s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change [NEEDS NEW MAP WHICH INCLUDES PEARL PROPERTIES PARCEL]. The underlying zone is changed from B-2b to B-5b.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the SITE will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 [NEEDS NEW ATTACHMENT SHOWING PROJECT WITH PEARL PROPERTIES PARCEL], submitted by Sebago Technics, Inc., dated 8/03/05 as revised November 17, 2006. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 [NEEDS NEW ATTACHMENT SHOWING PROJECT WITH PEARL PROPERTIES PARCEL] (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:

- a maximum of sixty six (66) residential units shall be provided; and
- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in "Downtown Black," specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than ~~6772~~ ~~5,300~~ 5,700 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.
  - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.

Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.

- d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The CITY hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
- e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.

[CAH.b.t] [ f. The project (Phases I and II) shall be serviced by underground electrical which shall connect with the redundant loop approved by CMP and the City. ] Remove

~~6-Community Contribution.~~ The community contribution under this Agreement shall be \$200,000.00 ~~as provided below~~, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I. ~~Prior to the issuance of a building permit for Phase I, the Developer shall pay \$124,000.00 of the community contribution. Provided that Phase II is approved by the Planning Board as contemplated by the Overall Site Plan, the Developer shall pay the \$76,000.00 balance of the community contribution within two years of the issuance of a certificate of occupancy for Phase I regardless of whether Phase II is constructed by the Developer. The Developer's obligation to pay the balance of the community contribution for Phase II as provided above shall be secured by a performance guaranty delivered within thirty (30) days after approval of Phase II by the Planning Board.~~

- 6. The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.
- 7. This conditional rezoning shall become null and void and the SITE shall revert to the existing B-2b zoning district in the event that DEVELOPER fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval,

including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

8. Phasing: DEVELOPER may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. ~~A If Phase II is approved by the Planning Board as contemplated by the Overall Site Plan, a A separate performance guarantee for the cost of installing the sidewalks and curbing and any other public improvements for Phase II must be posted with the City prior to the release of the recording Plat for Phase II issuance of a building permit for Phase I of the project. If Phase II is approved by the Planning Board as contemplated by the Overall Site Plan and if Phase II fails to be developed within the time line set forth in this Agreement, the DEVELOPER shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.~~
  
9. Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the DEVELOPER six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the DEVELOPER must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the DEVELOPER. Pparking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I increased accordingly as determined by the Planning Board.

Thirty eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.

10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.

11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

\_\_\_\_\_

\_\_\_\_\_

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

\_\_\_\_\_  
Notary Public

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**Conditional Zoning Agreement  
The Village At Ocean Gate  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the \_\_\_ day of \_\_\_\_\_ 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor's Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; space for a 150- to 200-seat restaurant; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

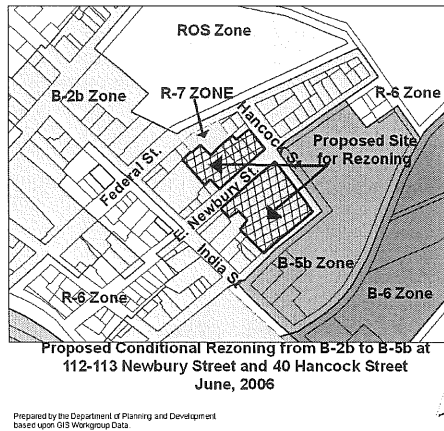
**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**'s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change [NEEDS NEW MAP WHICH INCLUDES PEARL PROPERTIES PARCEL]. The underlying zone is changed from B-2b to B-5b.



(map - insert)

2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the SITE will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 [NEEDS NEW ATTACHMENT SHOWING PROJECT WITH PEARL PROPERTIES PARCEL], submitted by Sebago Technics, Inc., dated 8/03/05 as revised November 17, 2006. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 [NEEDS NEW ATTACHMENT SHOWING PROJECT WITH PEARL PROPERTIES PARCEL] (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:

- a maximum of sixty six (66) residential units shall be provided; and
- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in "Downtown Black," specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than ~~6772~~ 5,300 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.
  - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.

Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.

- d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The CITY hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
  - e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00 ~~as provided below~~, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. ~~The community contribution shall be made prior to the issuance of a building permit for Phase I.~~ Prior to the issuance of a building permit for Phase I, the Developer shall pay \$124,000.00 of the community contribution. Provided that Phase II is approved by the Planning Board as contemplated by the Overall Site Plan, the Developer shall pay the \$76,000.00 balance of the community contribution within two years of the issuance of a certificate of occupancy for Phase I regardless of whether Phase II is constructed by the Developer. The Developer's obligation to pay the balance of the community contribution for Phase II as provided above shall be secured by a performance guaranty delivered within thirty (30) days after approval of Phase II by the Planning Board.

The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

- 7. This conditional rezoning shall become null and void and the SITE shall revert to the existing B-2b zoning district in the event that DEVELOPER fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if DEVELOPER fails to commence construction within one (1) year from the final



disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

8. Phasing: **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. ~~If Phase II is approved by the Planning Board as contemplated by the Overall Site Plan, a separate performance guarantee for the cost of installing the sidewalks and curbing for Phase II must be posted with the City prior to the issuance of a building permit for Phase I of the project. If Phase II is approved by the Planning Board as contemplated by the Overall Site Plan and if Phase II fails to be developed within the time line set forth in this Agreement, the DEVELOPER shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.~~

time line  
Dec 2008

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a separate  
guarantee  
for any other

9. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then parking for Phase II of the project shall be increased accordingly as determined by the Planning Board.
10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the

violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

\_\_\_\_\_

\_\_\_\_\_

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

\_\_\_\_\_  
Notary Public

**First Amendment to Conditional Zoning Agreement  
The Village At Ocean Gate (aka Bayhouse)  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the \_\_\_ day of \_\_\_\_\_ 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter “**DEVELOPER**”).

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor’s Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the “**SITE**”); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter “**CITY**”) to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the “project”); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**’s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and

incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change. The underlying zone is changed from B-2b to B-5b.

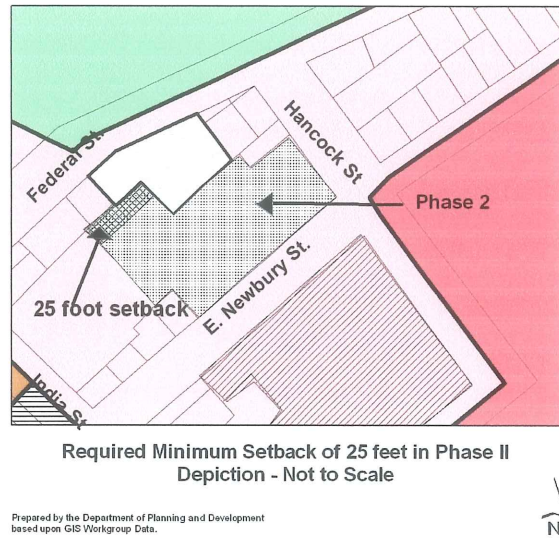


**Proposed Area to Rezone from  
B-2b to Conditional Rezoning to B-5b  
for The Village at OceanGate, LLC  
112-113 Newbury Street  
April 2008**

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the **SITE** will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 submitted by Sebago Technics, Inc., dated \_\_\_\_\_ as revised \_\_\_\_\_ . Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated \_\_\_\_\_, Attachment 2 (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:
- a maximum of sixty six (66) residential units shall be provided; and
  - a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in “Downtown Black,” specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 5,700 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.

- b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:
    - Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.
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6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00 , to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I. The retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the “Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.
7. This conditional rezoning shall become null and void and the **SITE** shall revert to the existing B-2b zoning district in the event that **DEVELOPER** fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final

disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

8. **Phasing:** **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing and any other public improvements for Phase II must be posted with the City prior to the release of the recording Plat for Phase II
  
9. Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the **DEVELOPER** must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the **DEVELOPER**. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.  
  
Thirty eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.
  
10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
  
11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.



12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

---

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

---

Notary Public

O:\OFFICE\PENNY\CONTRACT\rezone\VilalgeAdt041108.doc

**Shinberg Consulting, LLC**  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

March 4, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

**RE: The Bay House**  
**112 Newbury Street, Portland, Maine**

Dear Mr. Jaegerman, Ms Barhydt and Board Members:

Enclosed is a submission for The Bay House Condominiums (formerly known as The Village At Ocean Gate) project proposed for 112 Newbury Street. The project has been amended to incorporate approximately 1,600 square feet of land that will be acquired from the next door neighbor, Pearl Properties, LLC whose property affronts 61 India Street.

The total number of units has been increased from 84 units to 92 residential units. The square footage of retail space has been reduced to approximately 5,348 square feet. The total number of parking spaces in the garage has been increased from 79 to 80 spaces. The total number of leased spaces in the Gateway Parking Garage will be increased from 15 to 17. This will provide one parking space for each residential unit and an additional 5 spaces for the proposed retail space.

The retail space remains essentially unchanged at the part of the building that affronts Middle and Hancock Streets. The retail space in Building 2 at the West Elevation has been changed to provide additional storage space for the residential units.

After meeting with City Staff to review possible alternate materials for the buildings, the exterior of the building has been changed to include more concrete masonry units (CMU Block) at the base of the building and more cement board clapboard siding has been placed on the Newbury, Hancock and Middle Street elevations. In addition, the arched windows at the top floor have been changed to standard double hung windows.

As per the terms of the Conditional Approval letter from Ms. Barhydt dated July 20, 2007, the following fees have been agreed to:

1. \$9,600.00 tree replacement fee;
2. \$43,000.00 fee to reclaim and repave Hancock Street as per the memo from Mike Farmer of Portland Public Works;
3. \$200,000.00 Community Contribution to be dedicated to the extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension.

The three items listed above equals a total amount of \$252,600.

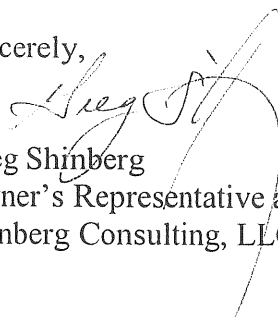
Because these fees were based upon building both Phase I and Phase II, and Phase II was not approved by the Planning Board on July 10, it is reasonable to request that the total fees be reduced from \$252,600.00 to \$156,612.00 or 62 % of the total. This calculation is based upon the relative size of Phase I and the proposed size of Phase II.

As noted in Section 5 of the approved Conditional Zoning Agreement, several modifications have been granted to the B-5b Zone. We request that the additional parcel to be acquired from Pearl Properties be subject to the same modifications that were previously granted.

Attached are the revised Site Plans by Sebago Technics dated February 27, 2008 and revised Floor Plans and Elevations and Floor Plans by David M. White dated February 18, 2008.

We look forward to attending the next scheduled Planning Board Workshop to review the amended project.

Sincerely,



Greg Shinberg  
Owner's Representative and Project Manager  
Shinberg Consulting, LLC



**Shinberg Consulting, LLC**  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

February 19, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

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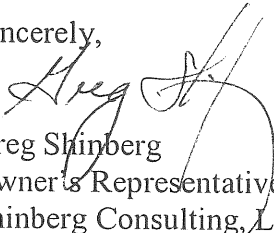
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Sincerely,



Greg Shinberg  
Owner's Representative and Project Manager  
Shinberg Consulting, LLC



## Development Review Application Portland, Maine

Department of Planning and Development, Planning Division and Planning Board

|   |  |  |
|---|--|--|
| Address of Proposed Development: <b>112 NEWBURY STREET</b>  |  |  |
| Zone: <b>B56</b>  |  |  |
| Project Name: <b>THE BAY HOUSE</b>  |  |  |
| Existing Building Size: <b>15,914</b> sq. ft.   | Proposed Building Size: <b>63,800</b> sq. ft.  |  |
| Existing Acreage of Site: <b>78,843.6</b> sq. ft.   | Proposed Acreage of Site: <b>78,843.6</b> sq. ft.  |  |
| Proposed Total Disturbed Area of the Site: <b>78,843</b> sq. ft. *  |  |  |
| * If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) or Chapter 500, Stormwater Management Permit with the Maine Department of Environmental Protection (DEP).   |  |  |
| Tax Assessor's Chart, Block & Lot:<br>Chart # <b>20 20 20</b><br>Block # <b>E D D</b><br>Lot # <b>9 13-15 32</b>  | Property Owners Name/<br>Mailing address:<br><b>VILLAGE AT OCEANGATE LLC</b><br><b>35 FAY ST 107B</b><br><b>BOSTON, MA 02118</b> | Telephone #:<br><b>617 482 3006</b><br>Cell Phone #: |
| Consultant/Agent Name,<br>Mailing Address, Telephone #, Fax #<br>and Cell Phone #:<br><b>GREG SHIBERG</b><br><b>SHIBERG CONSULTING</b><br><b>471 CONGRESS ST. SUITE 1012</b><br><b>PORTLAND ME 04101</b>  | Applicant's Name/<br>Mailing Address:<br><b>VILLAGE AT OCEANGATE LLC</b><br><b>35 FAY ST. 107B</b><br><b>BOSTON, MA 02118</b>    | Telephone #:<br><br>Cell Phone #:                    |
| 201 772 7070 0<br>772 7080 F<br>653 7510 C<br>Fee for Service Deposit (all applications) <input checked="" type="checkbox"/> (\$200.00)   |  |  |
| <b>Proposed Development (check all that apply)</b><br><input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail<br><input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot<br><input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ + major site plan fee if applicable<br><input type="checkbox"/> Site Location of Development (\$3,000.00)<br>(except for residential projects which shall be \$200.00 per lot _____ )<br><input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Storm water Quality (\$250.00)<br><input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot)<br><input type="checkbox"/> Other _____ |  |  |
| ~ Please see next page ~  |  |  |



**Major Development (more than 10,000 sq. ft.)**

- Under 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000.00)
- Parking Lots over 100 spaces (\$1,000.00)
- 100,000 - 200,000 sq. ft. (\$2,000.00)
- 200,000 - 300,000 sq. ft. (\$3,000.00)
- Over 300,000 sq. ft. (\$5,000.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

**Minor Site Plan Review**

- Less than 10,000 sq. ft. (\$400.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

**Plan Amendments**

- Planning Staff Review (\$250.00)
- Planning Board Review (\$500.00)

**Billing Address: (name, address and contact information)**

ALEX DASCO  
VILLAGE AT OCEANGATE LLC  
C/O ATLAS INVESTMENT GROUP  
35 FAY ST 107 B  
BOSTON, MA 02118

Submittals shall include **seven (7) folded** packets containing of the following materials:

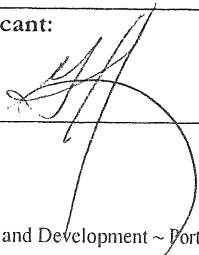
- A. Copy of the application.
- B. Cover letter stating the nature of the project.
- C. Written Submittal (Sec. 14-525 2. (c), including evidence of right, title and interest.
- D. A standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 100 feet.
- E. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
- E. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
- F. In addition to the seven (7) sets of documents listed above, one (1) set of the site plans reduced to 11 x 17 must be submitted.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: [www.portlandmaine.gov](http://www.portlandmaine.gov) Copies of the ordinances may be purchased through the Planning Division.

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

**This application is for site review only; a Performance Guarantee, Inspection Fee, Building Permit Application and associated fees will be required prior to construction.**

Signature of Applicant:



Date:

February 19, 2008



## Site Plan Checklist Portland, Maine

Department of Planning and Development, Planning Division and Planning Board

THE BAY HOUSE 112 NEWBURY STREET  
Project Name, Address of Project

Application Number

The form is to be completed by the Applicant or Designated Representative:

| Check Submitted | Site Plan Item | Required Information  | Section 14-525 (b,c) |
|-----------------|----------------|---|----------------------|
| ✓               | (1)            | Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:   | j                    |
| ✓               | (2)            | Name and address of applicant and name of proposed development  | a                    |
| ✓               | (3)            | Scale and north points  | b                    |
| ✓               | (4)            | Boundaries of the site  | c                    |
| ✓               | (5)            | Total land area of site   | d                    |
| ✓               | (6)            | Topography - existing and proposed (2 feet intervals or less)   | e                    |
| ✓               | (7)            | Plans based on the boundary survey including:   | 2                    |
| ✓               | (8)            | Existing soil conditions  | a                    |
| ✓               | (9)            | Location of water courses, wetlands, marshes, rock outcroppings and wooded areas  | b                    |
| ✓               | (10)           | Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used | c                    |
| ✓               | (11)           | Approx location of buildings or other structures on parcels abutting the site and a zoning summary of applicable dimensional standards (example page 9 of packet)         | d                    |
| ✓               | (12)           | Location of on-site waste receptacles   | e                    |
| ✓               | (13)           | Public utilities  | e                    |
| ✓               | (14)           | Water and sewer mains   | e                    |
| ✓               | (15)           | Culverts, drains, existing and proposed, showing size and directions of flows   | e                    |
| ✓               | (16)           | Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed  | f                    |
| ✓               | (17)           | Location and dimensions of on-site pedestrian and vehicular access ways   | g                    |
| ✓               | (18)           | Parking areas   | g                    |
| ✓               | (19)           | Loading facilities  | g                    |
| ✓               | (20)           | Design of ingress and egress of vehicles to and from the site onto public streets   | g                    |
| ✓               | (21)           | Curb and sidewalks  | g                    |
| ✓               | (22)           | Landscape plan showing:   | h                    |
| ✓               | (23)           | Location of existing vegetation and proposed vegetation   | h                    |
| ✓               | (24)           | Type of vegetation  | h                    |
| ✓               | (25)           | Quantity of plantings   | h                    |
| ✓               | (26)           | Size of proposed landscaping  | h                    |
| ✓               | (27)           | Existing areas to be preserved  | h                    |
| ✓               | (28)           | Preservation measures to be employed  | h                    |
| ✓               | (29)           | Details of planting and preservation specifications   | h                    |
| ✓               | (30)           | Location and dimensions of all fencing and screening  | i                    |
| ✓               | (31)           | Location and intensity of outdoor lighting system   | j                    |
| ✓               | (32)           | Location of fire hydrants, existing and proposed (refer to Fire Department checklist)   | k                    |
| ✓               | (33)           | Written statements to include:  | c                    |
| ✓               | (34)           | Description of proposed uses to be located on site  | cl                   |
| ✓               | (35)           | Quantity and type of residential, if any  | cl                   |
| ✓               | (36)           | Total land area of the site   | c2                   |
| ✓               | (37)           | Total floor area, total disturbed area and ground coverage of each proposed Building and structure  | c2                   |
| ✓               | (38)           | General summary of existing and proposed easements or other burdens   | c3                   |
| ✓               | (39)           | Type, quantity and method of handling solid waste disposal  | c4                   |
| ✓               | (40)           | Applicant's evaluation or evidence of availability of off-site public facilities, including sewer, water and streets  | c5                   |
| ✓               | (41)           | Description of existing surface drainage and a proposed stormwater management plan or description of measures to control surface runoff.                                  | c6                   |

|   |      |  |    |
|---|------|--|----|
| ✓ | (42) | An estimate of the time period required for completion of the development  | 7  |
| ✓ | (43) | A list of all state and federal regulatory approvals to which the development may be subject to. Include the status of any pending applications, anticipated timeframe for obtaining such permits, or letters of non-jurisdiction.                                 | 8  |
| ✓ | (47) | Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved. | h8 |
| ✓ | (48) | Evidence of applicant's right title or interest, including deeds, leases, purchase options or other documentation.   |    |
| ✓ | (49) | A description of any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the site.  |    |
| ✓ | (50) | A jpeg or pdf of the proposed site plan, if available.   |    |
| ✓ | (51) | Final sets of the approved plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.  |    |

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- drainage patterns and facilities
- an environmental impact study
- erosion and sedimentation controls to be used during construction
- a sun shadow study
- a parking and/or traffic study
- a study of particulates and any other noxious emissions
- a noise study
- a wind impact analysis

Other comments:

THIS PROJECT RECEIVED APPROVAL FOR PHASE I FROM THE PLANNING BOARD ON JULY 10, 2007 WITH CONDITIONS SPECIFIED.

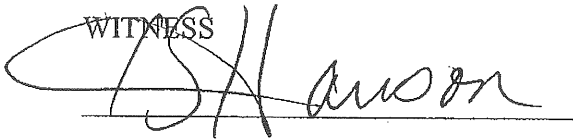
THIS APPLICATION TO AMEND THE PLAN INCLUDES THE ACQUISITION OF APPROXIMATELY 2,010 SQUARE FEET OF LAND FROM THE ADJACENT PROPERTY OWNER PEARL PROPERTIES, LLC. THE NEW PROJECT WILL INCLUDE 8 ADDITIONAL UNITS. IT ALSO INCLUDES A CHANGE TO THE PROPOSED RETAIL SPACE LOCATED AT THE SOUTHWEST CORNER OF THE PARCEL.

QUITCLAIM DEED WITH COVENANT

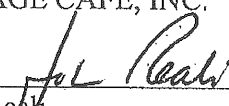
VILLAGE CAFÉ, INC., a Maine corporation with a place of a business at 112 Newbury Street, Portland, Maine 04101, FOR CONSIDERATION PAID, grants to THE VILLAGE AT OCEANGATE, LLC, a Maine limited liability company with a mailing address of 35 Fay Street, Suite 107-B, Boston, Massachusetts 02118, with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, located at 112-113 Newbury Street, Portland, County of Cumberland and State of Maine, more particularly described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Village Café, Inc. has caused this instrument to be executed under seal by John Reali, its Treasurer thereunto duly authorized, this 15<sup>th</sup> day of November, 2007.

WITNESS

  
\_\_\_\_\_

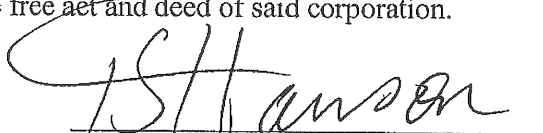
VILLAGE CAFÉ, INC.

By:   
John Reali  
Its duly authorized Treasurer

State of Maine  
County of Cumberland

November 15, 2007

PERSONALLY APPEARED before me the above-named John Reali, duly authorized Treasurer of Village Café, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

  
\_\_\_\_\_

Notary Public/Attorney At Law  
Commission Expires: N/A  
Print Name: Tom S. Hanson

MAINE REAL ESTATE TAX PAID

**Shinberg Consulting, LLC**  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

February 19, 2008

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Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

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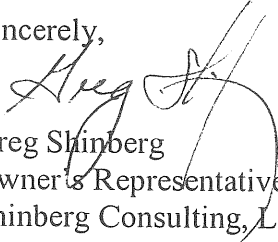
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Sincerely,



Greg Shinberg  
Owner's Representative and Project Manager  
Shinberg Consulting, LLC



## Development Review Application Portland, Maine

Department of Planning and Development, Planning Division and Planning Board

|   |  |                     |
|---|--|---------------------|
| Address of Proposed Development: <b>112 NEWBURY STREET</b>  |  |                     |
| Zone: <b>B56</b>  |  |                     |
| Project Name: <b>THE BAY HOUSE</b>  |  |                     |
| Existing Building Size: <b>15,914</b> sq. ft.   | Proposed Building Size: <b>63,800</b> sq. ft.                            |                     |
| Existing Acreage of Site: <b>78,843.6</b> sq. ft.   | Proposed Acreage of Site: <b>78,843.6</b> sq. ft.                        |                     |
| Proposed Total Disturbed Area of the Site: <b>78,843</b> sq. ft. *  |  |                     |
| * If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) or Chapter 500, Stormwater Management Permit with the Maine Department of Environmental Protection (DEP).   |  |                     |
| Tax Assessor's Chart, Block & Lot:  | Property Owners Name/<br>Mailing address:                                | Telephone #:        |
| Chart # <b>20 20 20</b>   | <b>VILLAGE AT OCEANGATE LLC</b>  | <b>617 482 3006</b> |
| Block # <b>E D D</b>  | <b>35 FAY ST 107B</b>  | Cell Phone #:       |
| Lot # <b>9 13-15 32</b>   | <b>BOSTON, MA 02118</b>  |                     |
| Consultant/Agent Name,<br>Mailing Address, Telephone #, Fax #<br>and Cell Phone #:  | Applicant's Name/<br>Mailing Address:                                    | Telephone #:        |
| <b>GREG SHAWBERG<br/>SHAWBERG CONSULTING<br/>477 CONGRESS ST. SUITE 1012<br/>PORTLAND ME 04101</b>  | <b>VILLAGE AT OCEANGATE LLC<br/>35 FAY ST. 107B<br/>BOSTON, MA 02118</b> |                     |
| Fee for Service Deposit (all applications) <span style="float: right;">✓ (\$200.00)</span><br>207 772 7070 0<br>772 7080 F<br>653 7510 C  |  |                     |
| Proposed Development (check all that apply)   |  |                     |
| <input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail<br><input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot<br><input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ + major site plan fee if applicable<br><input type="checkbox"/> Site Location of Development (\$3,000.00)<br>(except for residential projects which shall be \$200.00 per lot _____ )<br><input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Storm water Quality (\$250.00)<br><input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot)<br><input type="checkbox"/> Other _____ |  |                     |
| ~ Please see next page ~  |  |                     |



**Major Development (more than 10,000 sq. ft.)**

- Under 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000.00)
- Parking Lots over 100 spaces (\$1,000.00)
- 100,000 - 200,000 sq. ft. (\$2,000.00)
- 200,000 - 300,000 sq. ft. (\$3,000.00)
- Over 300,000 sq. ft. (\$5,000.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

**Minor Site Plan Review**

- Less than 10,000 sq. ft. (\$400.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

**Plan Amendments**

- Planning Staff Review (\$250.00)
- Planning Board Review (\$500.00)

**Billing Address: (name, address and contact information)**

ALEX DASCO  
VILLAGE AT OCEANGATE LLC  
C/O ATLAS INVESTMENT GROUP  
35 FAY ST 107 B  
BOSTON, MA 02118

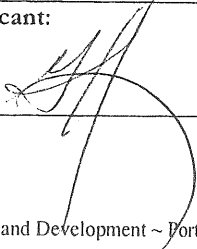
Submittals shall include **seven (7) folded packets** containing of the following materials:

- A. Copy of the application.
- B. Cover letter stating the nature of the project.
- C. Written Submittal (Sec. 14-525 2. (c), including evidence of right, title and interest.
- D. A standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 100 feet.
- E. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
- E. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
- F. In addition to the seven (7) sets of documents listed above, one (1) set of the site plans reduced to 11 x 17 must be submitted.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: [www.portlandmaine.gov](http://www.portlandmaine.gov) Copies of the ordinances may be purchased through the Planning Division.

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

**This application is for site review only; a Performance Guarantee, Inspection Fee, Building Permit Application and associated fees will be required prior to construction.**

|  |                            |
|--|----------------------------|
| Signature of Applicant:<br> | Date:<br>February 19, 2008 |
|--|----------------------------|



## Site Plan Checklist Portland, Maine

Department of Planning and Development, Planning Division and Planning Board

THE BAY HOUSE 112 NEWBURY STREET  
Project Name, Address of Project

Application Number

The form is to be completed by the Applicant or Designated Representative:

| Check Submitted | Site Plan Item | Required Information  | Section 14-525 (b,c) |
|-----------------|----------------|---|----------------------|
| ✓               | (1)            | Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:   | 1                    |
| ✓               | (2)            | Name and address of applicant and name of proposed development  | a                    |
| ✓               | (3)            | Scale and north points  | b                    |
| ✓               | (4)            | Boundaries of the site  | c                    |
| ✓               | (5)            | Total land area of site   | d                    |
| ✓               | (6)            | Topography - existing and proposed (2 feet intervals or less)   | e                    |
| ✓               | (7)            | Plans based on the boundary survey including:   | 2                    |
| ✓               | (8)            | Existing soil conditions  | a                    |
| ✓               | (9)            | Location of water courses, wetlands, marshes, rock outcroppings and wooded areas  | b                    |
| ✓               | (10)           | Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used | c                    |
| ✓               | (11)           | Approx location of buildings or other structures on parcels abutting the site and a zoning summary of applicable dimensional standards (example page 9 of packet)         | d                    |
| ✓               | (12)           | Location of on-site waste receptacles   | e                    |
| ✓               | (13)           | Public utilities  | e                    |
| ✓               | (14)           | Water and sewer mains   | e                    |
| ✓               | (15)           | Culverts, drains, existing and proposed, showing size and directions of flows   | e                    |
| ✓               | (16)           | Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed  | f                    |
| ✓               | (17)           | Location and dimensions of on-site pedestrian and vehicular access ways   | g                    |
| ✓               | (18)           | Parking areas   | g                    |
| ✓               | (19)           | Loading facilities  | g                    |
| ✓               | (20)           | Design of ingress and egress of vehicles to and from the site onto public streets   | g                    |
| ✓               | (21)           | Curb and sidewalks  | g                    |
| ✓               | (22)           | Landscape plan showing:   | g                    |
| ✓               | (23)           | Location of existing vegetation and proposed vegetation   | h                    |
| ✓               | (24)           | Type of vegetation  | h                    |
| ✓               | (25)           | Quantity of plantings   | h                    |
| ✓               | (26)           | Size of proposed landscaping  | h                    |
| ✓               | (27)           | Existing areas to be preserved  | h                    |
| ✓               | (28)           | Preservation measures to be employed  | h                    |
| ✓               | (29)           | Details of planting and preservation specifications   | h                    |
| ✓               | (30)           | Location and dimensions of all fencing and screening  | i                    |
| ✓               | (31)           | Location and intensity of outdoor lighting system   | j                    |
| ✓               | (32)           | Location of fire hydrants, existing and proposed (refer to Fire Department checklist)   | k                    |
| ✓               | (33)           | Written statements to include:  | c                    |
| ✓               | (34)           | Description of proposed uses to be located on site  | cl                   |
| ✓               | (35)           | Quantity and type of residential, if any  | cl                   |
| ✓               | (36)           | Total land area of the site   | c2                   |
| ✓               | (37)           | Total floor area, total disturbed area and ground coverage of each proposed Building and structure  | c2                   |
| ✓               | (38)           | General summary of existing and proposed easements or other burdens   | c3                   |
| ✓               | (39)           | Type, quantity and method of handling solid waste disposal  | c4                   |
| ✓               | (40)           | Applicant's evaluation or evidence of availability of off-site public facilities, including sewer, water and streets  | c5                   |
| ✓               | (41)           | Description of existing surface drainage and a proposed stormwater management plan or description of measures to control surface runoff.                                  | c6<br>c6             |

|             |      |  |    |
|-------------|------|--|----|
| <hr/> <hr/> | (42) | An estimate of the time period required for completion of the development  | 7  |
| <hr/> <hr/> | (43) | A list of all state and federal regulatory approvals to which the development may be subject to. Include the status of any pending applications, anticipated timeframe for obtaining such permits, or letters of non-jurisdiction.                                 | 8  |
| <hr/> <hr/> | (47) | Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved. | h8 |
| <hr/> <hr/> | (48) | Evidence of applicant's right title or interest, including deeds, leases, purchase options or other documentation.   |    |
| <hr/> <hr/> | (49) | A description of any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the site.  |    |
| <hr/> <hr/> | (50) | A jpeg or pdf of the proposed site plan, if available.   |    |
| <hr/> <hr/> | (51) | Final sets of the approved plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.  |    |

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- drainage patterns and facilities
- erosion and sedimentation controls to be used during construction
- a parking and/or traffic study
- emissions
- a wind impact analysis
- an environmental impact study
- a sun shadow study
- a study of particulates and any other noxious
- a noise study

Other comments:

THIS PROJECT RECEIVED APPROVAL FOR PHASE I FROM THE PLANNING BOARD ON JULY 10, 2007 WITH CONDITIONS SPECIFIED.

THIS APPLICATION TO AMEND THE PLAN INCLUDES THE ACQUISITION OF APPROXIMATELY 2,010 SQUARE FEET OF LAND FROM THE ADJACENT PROPERTY OWNER PEARL PROPERTIES, LLC. THE NEW PROJECT WILL INCLUDE 8 ADDITIONAL UNITS. IT ALSO INCLUDES A CHANGE TO THE PROPOSED RETAIL SPACE LOCATED AT THE SOUTHWEST CORNER OF THE PARCEL.

QUITCLAIM DEED WITH COVENANT

VILLAGE CAFÉ, INC., a Maine corporation with a place of a business at 112 Newbury Street, Portland, Maine 04101, FOR CONSIDERATION PAID, grants to THE VILLAGE AT OCEANGATE, LLC, a Maine limited liability company with a mailing address of 35 Fay Street, Suite 107-B, Boston, Massachusetts 02118, with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, located at 112-113 Newbury Street, Portland, County of Cumberland and State of Maine, more particularly described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Village Café, Inc. has caused this instrument to be executed under seal by John Reali, its Treasurer thereunto duly authorized, this 15<sup>th</sup> day of November, 2007.

WITNESS

*T. S. Hanson*

VILLAGE CAFÉ, INC.

By:

*John Reali*  
John Reali  
Its duly authorized Treasurer

State of Maine  
County of Cumberland

November 15, 2007

PERSONALLY APPEARED before me the above-named John Reali, duly authorized Treasurer of Village Café, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

*T. S. Hanson*

Notary Public/Attorney At Law

Commission Expires: *N/A*

Print Name: *Tom S. Hanson*

MAINE REAL ESTATE TAX PAID

EXHIBIT A

PARCEL 1

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, N 47'-47'-16" E, A DISTANCE OF 258.80 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 66 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, S 36'-58'-45" E, A DISTANCE OF 218.60 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 49.5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, S 50'-09'-17" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 177.17 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, S 43'-54'-17" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.31 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY HILARY AND STEPHEN ANDREW RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 226 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, N 47'-17'-23" W, BY AND ALONG THE LAND OF SAID ANDREW, A DISTANCE OF 78.41 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, N 47'-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, N 42'-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, N 42'-36'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 56.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, S 46'-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,

THENCE, N 42'-26'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 37.23 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,805 SQUARE FEET OR 1.12 ACRES, MORE OR LESS.

Received  
Recorded Register of Deeds  
Nov 16, 2007 03:36:44P  
Cumberland County  
Pamela E. Lovley

Leslie Kaynor, Public Works  
Jeff Tarling, City Arborist  
Captain Greg Cass, Fire Prevention  
Assessor's Office  
Approval Letter File

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I have also considered your memo to me dated 1/30/08 and the costs of laying underground electrical service to tie in with the redundant loop versus that of your project suggested alternative (i.e. upgrade Newbury Street to "primary" service from overhead lines in nearby Mountfort Street (via Federal Street to Hancock Street) which would require additional poles in Newbury Street as well as pole and bracket upgrades to Federal Street poles). According to CMP, there would be little to no *construction cost* savings achieved by your project in taking this approach. I do understand savings would come from avoiding *reallocation costs* imposed by CMP pursuant to Public Utilities Commission regulations. At no time in our discussion was mention made that your alternative was being proposed to avoid these reallocation costs. Please know the City has no control over these reallocation costs. However, according to PUC regulations, a portion of the reallocation costs borne by the Village will be incrementally returned to you from later development in the area.

While I am not unsympathetic to your situation, others have been in the same predicament and have nonetheless been required to incur some upfront costs associated with electrical installations. In this case, with the many projects in the works in the Eastern Waterfront, the City and CMP have two important objectives: (1) to reduce the number of overhead lines in the area; and, (2) to provide service to city blocks from multiple circuits (redundant service) within the peninsula electrical system. Removing overhead lines has urban design advantages as well as providing greater flexibility in siting buildings, which need separation away from overhead lines. Redundant service provides system stability and reliability advantages to the properties served. From a meeting with CMP engineering staff held on February 5, 2008, the upper Hancock Street link from Middle to Newbury Street is an important link in this system.

As a result of the foregoing, and based upon new information brought to my attention regarding the importance of reducing overhead lines and installing a redundant system which will benefit your project, I am not in a position of altering CMP and staff's recommendation on the underground electrical connection in Hancock Street to service the Village project. However, given the importance of this improvement the city is willing to install the conduit bank (between Middle and Newbury Street) up to a cost of \$20,000. In this way, the City will contribute to improving its infrastructure, while your project will continue to be responsible for pulling the electrical wire.

The second issue raised concerns the modification of your Conditional Rezoning agreement to apportion the community contribution of \$200,000.00 between Phase I and Phase II of your project. I am willing to recommend this apportionment idea provided there is a performance guarantee securing the Phase II payment obligation to the City within two years and regardless of whether your Phase II project moves forward. Please be advised that there is no guarantee the City Council will approve your request. Also note that once an amendment to the Conditional Rezoning is presented to the Council, the entirety of the rezoning is fair for comment and change. I am not in favor of apportioning the traffic improvement/traffic impact study contribution.





**Memorandum**  
**Department of Planning and Development**  
**Planning Division**

---

**To:** Chair Tavanian and members of the City of Portland Planning Board  
**From:** Carrie M. Marsh, Urban Designer, City of Portland, Planning Division  
**Date:** 04/24/08  
**Re:** The Village at Ocean Gate; a.k.a. The Bay House

---

**I. Introduction**

The Village at Ocean Gate (a.k.a. The Bay House) will be reviewed at an upcoming Planning Board Public Hearing. This memo reviews revisions to the approved design of the project, as indicated on floor plans and elevations (04/18/08) and renderings (04/21/08). A memo was provided by project architect David White (04/23/08) which presents the proposed changes.

The approved plans for the project are included in the packet and dated June 26, 2008

**II. Proposed Changes**

A memo was provided by project architect David White (04/23/08) which presents the proposed changes (Attachment 5).

**III. Comments**

The following changes are the more obvious changes on prominent facades which may warrant further consideration by the board. If desired, the revision of these elements may be a condition for approval.

**Materials**

The approved metal siding has been changed to vertical Hardie board and batten. The first floor granite facing has been changed to polished concrete block.

**Entrances**

Building 2 along Middle Street was approved with the front door in the base of the building. The applicant has proposed to move the door to the area in between Building 1 and 2, next to the garage door. This has been presented in several scenarios by the applicant, all noted as P.10. Staff prefers the alternative which was approved, with the entrance in the base of Building 2.

However, the applicant has indicated a desire to change the retail space in Building 2, and has moved the pedestrian entrance to the parking garage. If the Planning Board accepts this change, staff recommends that the façade material for the portion of the façade that contains the pedestrian and automobile entrance be the same material (indicated as polished concrete block) as the base of Building 2.

The entrance to Building 1 along Hancock Street has been changed from the design that was originally approved. Staff prefers the approved entrance, and recommends that all of the doors in to the project remain of a scale and detailing that is readily visible in a large building mass.

### **Windows**

The approved façade design for the Hancock Street elevation included a fenestration pattern of bays and windows that was regularly spaced and reflective of traditional buildings. The size and spacing of some windows on the Hancock Street elevation have changed, in order to accommodate fireplace vents. This has created a fenestration pattern that is more asymmetrical throughout the expanse of the façade. Also, the number and size of windows on the street level of the Hancock Street elevation have been reduced in number, and the trim has been changed.

### **Conditions for Approval**

The location of the pedestrian entrance to Building 2 on Middle Street is a condition for approval, as well as any other items that the Planning Board would recommend.

A final set of building samples, and specifications of doors, windows and other details should be submitted prior to consideration of the amended agreement by the City Council.

**THE BAY HOUSE, formerly THE VILLAGE AT OCEANGATE  
VICINITY OF 112 NEWBURY STREET  
AMENDED CODITIONAL REZONE AGREEMENT**

**THE VILLAGE AT OCEANGATE, LLC, APPLICANT**

Submitted to:

Portland Planning Board  
Portland, Maine

April 29, 2008

Submitted by:  
Barbara Barhydt

April 25, 2008

## I. INTRODUCTION

The Village at OceanGate LLC submitted an application seeking amendments to the conditional rezoning agreement for the Village at OceanGate project located at 112-113 Newbury Street. The proposed amendments to the agreement pertain to Phase I of the Village at OceanGate project, which is now called The Bay House. The conditional rezoning agreement was adopted by the City Council on November 20, 2006 (Attachment 1). The agreement allows up to a total of 176 residential units in Phases I and II with a maximum of 66 residential units stipulated in the agreement for Phase II. Phase I of this project received subdivision and site plan approval on July 10, 2007 for a total of 84 residential units.

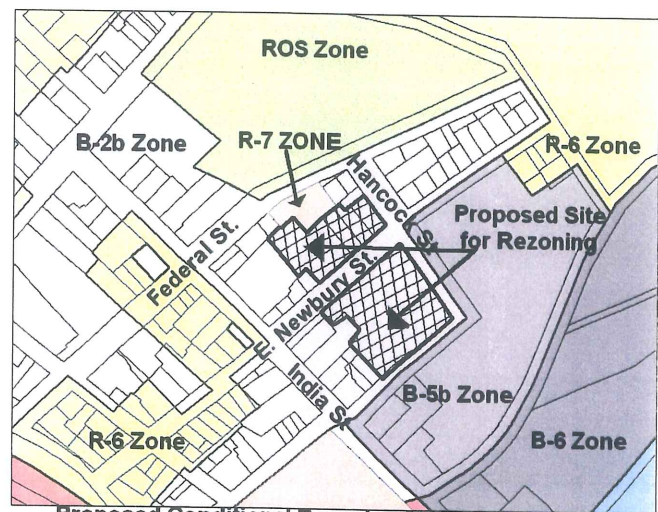
The applicant is seeking the Planning Board's recommendation to the City Council for the proposed amended conditional rezoning agreement, which is included as Attachment 2. The applicant is seeking to revise the conditional zone agreement in order to incorporate 1,600 square feet of land into Phase I from the adjoining property, so that Building #2 may be redesigned to remove a jog in the structure. In addition, the proposal is to reduce the amount of commercial space in Phase I to create storage space for units, increase the number of residential units from 84 units to 90 units, revise the parking numbers and modify the exterior façades and materials. In the original submittal, the applicant was seeking to reduce the community contribution and other associated fees to a level proportional to Phase I, but they have withdrawn this request. The applicant's written submittal for an amendment is included as Attachment 3. Subsequent submittals from the applicant are included as Attachments 4 and 5. The revised plan sets of building elevations and floor plans are Attachment 11, the revised building façade and floor plan for Building #2 is Attachment 12 and the revised site plan is Attachment 13.

The representatives for the applicant include Sebago Technics, David White, Architect, and Greg Shinberg, Shinberg Consulting. A total of 196 notices were sent for this project and notices appeared in the newspaper on April 15 and April 22. A neighborhood meeting was held on April 8, 2008.

## II. PROJECT HISTORY

### **A. Conditional Rezoning Agreement 2007**

On November 20, 2007 the City Council adopted the Conditional Rezoning Agreement for the Village at OceanGate Project, which rezoned the combined site from B-2b to Conditional B-5b. The project area is composed of two sites with a total of 1.81 acres. The agreement was for a two-phase project that would have up to 176 units. At that time, there were two levels of structured parking in Phase I with a total of 145 on-site parking spaces. Phase II had one level of parking with 45 spaces. Excerpts of the agreement are listed below and the complete text is



**Proposed Conditional Rezoning from B-2b to B-5b at  
112-113 Newbury Street and 40 Hancock Street  
June, 2006**

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



contained in Attachment 1:

1. Subdivision and Overall Site Plan.
  - a. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets.
  - b. The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.
2. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 6772 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
3. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more buildings in accordance with §14-495(h).
4. Modifications to B-5b Regulations. The SITE shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the SITE shall be 176 dwelling units.
  - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
  - c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.
  - d. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
5. Community Contribution. The community contribution under this Agreement shall be \$200,000.00, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I.

The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the “Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

6. Phasing: DEVELOPER may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525 (f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing for Phase II must be posted with the City prior to the issuance of a building permit for Phase I of the project. If Phase II fails to be developed within the time line set forth in this Agreement, the DEVELOPER shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.
7. A post development occupancy parking analysis shall be conducted by the DEVELOPER six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then parking for Phase II of the project shall be increased accordingly as determined by the Planning Board.

**B. July 10, 2007 Subdivision and Site Plan Approval**

After the conditional rezoning agreement was adopted, the applicant submitted plans for subdivision and major site plan review. As the review process progressed, the applicant chose to reduce the number of residential units and reduce the number of parking decks for the overall project. The approved plans for Phase I include two four-story residential buildings above one level of structured parking. The Phase I project findings include the following:

|                       |   |
|-----------------------|---|
| Proposed Uses:        | 84 residential units<br>6, 772 square feet for commercial space and restaurant<br>One level of structured parking   |
| Total Unit breakdown: | 68 two-bedroom and 16 one-bedroom units   |
| Unit breakdown:       | Building #1: 40 two-bedroom and 4 one-bedroom units<br>Building #2: 28 two-bedroom and 12 one-bedroom units   |
| Parking Spaces:       | Total 130 spaces on-site. The proposal is to lease 18 spaces.<br>Eight leased spaces for residential units and 10 spaces for employees.   |
| Parking Ratio:        | 1 space/unit and 10 employee parking spaces for commercial uses with the inclusion of the leased spaces. Parking for customers will be available through a Park and Shop program at the “Riverwalk” Garage with documentation of participation to the Planning Authority every two years. |
| Building Height:      | Maximum height allowed for Buildings 1 and 2 shall not exceed 74 feet above average grade. Proposed heights are 57.04 feet in Phase I (measured from average grade).  |



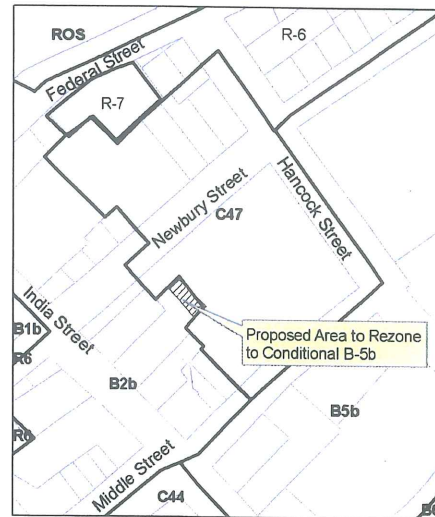
Building Footprint                      Total 65,675 square feet, both phases

On July 10, 2007, the Planning Board held a public hearing on the subdivision and site plan for Phase I and Phase II of the Village at OceanGate. The Board found unanimously that Phase I met the conditional rezoning agreement and the Eastern Waterfront Design Guidelines. The Board voted unanimously to table Phase II regarding the plans conformance with the conditional rezoning agreement and the Eastern Waterfront Design Guidelines. A copy of the approval letter is included as Attachment 6). Please note that the Planning Board conditioned the subdivision and site plan approvals (number 10 and site plan conditions 3 and 4) to require the applicant to submit revised plans meeting the requirements of the Urban Designer and to address building awnings.

### III. SUMMARY OF PROPOSED PROJECT CHANGES AND AMENDMENTS TO THE CONDITIONAL REZONING AGREEMENT

The proposed Amended Conditional Rezoning Agreement for the Village at OceanGate is included as Attachment 2. The Village at OceanGate LLC has revised their request since the original submission for an amended conditional rezoning agreement. The proposed changes to the plans and conditional zoning agreement are noted below.

1. **Map Amendment (Attachment 2, Condition 1)**: The map for the conditional rezoning is revised to include an area of 1,602 square feet from the rear of the adjoining lot owned by Pearl Properties LLC at 61 India Street (Tax Map 20-E-021). The Pearl Properties site contains the Tackle Shop, which will remain. The strip of land to be transferred to the Village at OceanGate LLC is vacant and the proposed transfer meets zoning requirements for 61 India Street. The revised map for the conditional rezone agreement is inserted here.



**Proposed Area to Rezone from B-2b to Conditional Rezoning to B-5b for The Village at OceanGate, LLC 112-113 Newbury Street April 2008**

Prepared by the Department of Planning and Development based upon GIS Workgroup Data.



2. **Subdivision and Overall Site Plan, (Attachment 2, Condition 2)**: The current conditional rezoning agreement states the site will be developed in substantial accordance with the subdivision and overall site plan and cites the specific site plan that is attached to the agreement. The agreement also states that, “Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 (collectively, “the Plans for Phase I).”

An updated site plan is part of the application, which depicts the changes in the overall site and footprint of the building. The updated plan is referenced in the amended



agreement.

The applicant is seeking to modify the building elevations and the exterior materials for Phase I. The proposed changes are outlined in Mr. David White's list of changes dated April 23, 2008 (Attachment 5). The discussion of the complete set of changes and Carrie Marsh's review of the revisions are found under Section IV, subsection 5 of this report. The amended agreement will cite the plans to be forwarded to the City Council for consideration.

3. **Commercial Retail Space (Attachment 2, Condition 3)**: The original agreement stipulated that the project shall contain no less than 6,772 feet of commercial/retail space along Middle Street, which included a 150 to 200 seat restaurant. The project no longer contains plans for a large restaurant and the applicant is seeking to reduce the overall commercial space for the project. The rear commercial area that would have served as kitchen facilities is now being proposed as storage space for the residential units. The applicant is proposing to have three commercial/retail spaces along Middle Street in each building of Phase I with a total of 5,700 square feet of commercial space. The applicant is also proposing to relocate the residential unit entrance for Building #2 from the base of building #2 to the connector between Buildings #1 and #2, in order to provide the three storefronts. This exterior change is discussed in more detail below under Staff Review (Section IV, paragraph 5). If the Planning Board recommends that the entrance remain in the location approved during site plan and subdivision review, then the amount of commercial/ retail space would be reduced to a total of 5230 SF which includes 2400 SF in Building 2. If the Planning Board prefers the original option, then the agreement would need to reflect this change. The conditional rezoning agreement as drafted includes the figure of 5,700 square feet as proposed by the applicant.

Please note that references to the restaurant in the agreement are deleted in the amended agreement.

4. **Number of Residential Units (Attachment 2, Condition 5)**: The proposed number of residential units for Phase I was approved with 84 during subdivision review. The application for an amendment to the conditional rezone agreement states that 92 residential units are proposed in Phase I. The April 8 submittal identifies the number of residential units proposed as 90. In Mr. White's memo of April 23 (Attachment 5), he states that the proposed number of units will be 82 in order to create "...larger units to meet this demand by prospective buyers." The original agreement allowed up to 110 units in Phase I, so this section of the agreement does not need to be amended.
5. **Community Contribution (Attachment 2, Condition 6)**: In the application dated February 28, 2008 with the March 4, 2008 cover memo (Attachment 3), the applicant sought to reduce the required community contribution and fees to a level proportionate with Phase I. In Mr. Greg Shinberg's correspondence dated April 8, 2008 (Attachment 4), the applicant is no longer seeking to prorate the community contribution and fees.
6. **Phasing (Attachment 2, Condition 8)**: The Planning Board tabled the proposed subdivision and site plan for Phase II. The current agreement required a separate performance guarantee be posted for the sidewalk and curbing for Phase II prior to

the issuance of a building permit for Phase I. The applicant is seeking to revise the conditional rezoning agreement to state that a separate performance guarantee for the cost of installing sidewalks and curbing and any other public improvements must be posted prior to the release of the recording plat for Phase II.

7. **Parking (Attachment 2, Condition 9):** A post development parking analysis is required in the first agreement, which is to be conducted 6 months after the issuance of a certificate of occupancy. It states that if the Parking Analysis finds that the 1:1 unit parking space ratio is inadequate, then the parking in Phase II would need to be increased accordingly as determined by the Planning Board. The proposed agreement revises the parking requirements as follows and includes a requirement that 38 bicycle parking spaces shall be provided on site:

Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the DEVELOPER six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the DEVELOPER must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the DEVELOPER. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.

Thirty-eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.

#### **IV. STAFF REVIEW**

The staff review of the proposed revisions of the plans based upon the City's Site Plan and Subdivision Standards are listed below.

1. **Zoning:**

Amendments to the adopted conditional rezoning agreement are requested in order to incorporate the additional land area, adjust the amount of commercial space within the project, and to revise other provisions, such as the phasing and parking conditions. The staff evaluated whether this proposal could go forward without amending the contract and instead rely on the B-2b zone provisions for the new land area in combination with the Incentives of Affordable Housing. The dimensional standards for height and density under those provisions did not achieve the building height and density sought for the project. Penny Littell, Associate Corporation Counsel, advised that the approval for the Conditional Rezoning Agreement entered

into by The Village at OceanGate LLC, contemplates the use and layout of the entire site as originally proposed. Any attempt to now utilize the entire lot (or even a portion thereof) for purposes of calculating land area requirements for an adjacent parcel zoned B-2 (presumably to allow a number of units and the use of inclusionary zoning provisions) would in essence, take land already accounted for by the Conditional Rezoning and use it again to calculate a separate and distinct land area requirement. This would violate the Conditional Rezoning Agreement presently in place. A total of 110 residential units is permitted in Phase I and 90 units are proposed, so the proposal is within the overall density calculations. The agreement needs to incorporate the additional land area.

2. **Traffic:**

The applicant submitted a revised parking calculation report for Phase I that was prepared by William C. Eaton, P.E., Eaton Traffic Engineering, and dated April 8, 2008 (Attachment 4). Thomas Errico, P.E., Consulting Traffic Engineer, has reviewed the work and has found it to be acceptable. The revised agreement reflects the changes in the parking numbers for this project.

The revised agreement takes into account the recently adopted regulations for bicycle parking facilities

3. **Public Infrastructure:**

The revised plans as submitted to date are acceptable to Public Works. A Community Contribution of \$200,000 is part of the conditional rezoning agreement, which is to be used for the extension of Hancock Street. The construction of Hancock Street is a City project currently under construction. Since the Village at OceanGate project received its site plan and subdivision approval, there have been discussions between the City, CMP and the applicant on the plans for providing underground electrical service to the site. Central Maine Power (CMP) reviewed the utility plans and recommended revisions to the electrical layout in order to create an underground loop in the system. The City concurred with this recommendation. The applicant had sought alternative solutions to this recommendation, but has now agreed to the underground loop as recommended. The City has committed to providing the necessary ducts in Hancock Street (refer to Joe Gray, City Manager, correspondence, Attachment 6).

4. **Fire Prevention:** Captain Gregory Cass, Fire Prevention for the Fire Department, reviewed the revised plans and found them to be acceptable. He did note that a designated area for fire access near the entrance might be required when the revised site plan is reviewed.

5. **Building Elevations and Exterior Materials**

Changes to the building elevations and exterior materials are proposed in Phase I. David White, AIA, submitted a memorandum dated April 23, 2008 (Attachment 5) listing the proposed revisions since the July 10th approval. Carrie Marsh's review is included as Attachment 8. The building elevations included in the public hearing packet for the July 10, 2008 public hearing on the site plan are included as Attachment 9.

Based upon the Planning Board workshop, the applicant has chosen to retain the brick on the Middle and Hancock Street facades and a window has been added along the alley in the commercial space in Building #2. Hardie board is proposed as a substitute for the metal cladding. The belt course has been changed from a combination of granite and brick to polished concrete block with a granite look.

When the project was approved in July 2007, the intention was to have a restaurant in Building #2. The commercial space in Building #1 was designed to accommodate a restaurant and possibly one commercial space. The entrance for the residential units was located in the base of this building along the Middle Street façade to create a more prominent entrance for the residential units. The applicant would prefer to relocate the entry from its approved location to the garage level wall, which is stepped back from the building façade by approximately three to four feet. The applicant notes that the relocation of the door provides three commercial/retail spaces along Middle Street with a total of 2,878 square feet in Phase I and creates a symmetry of storefronts for both buildings. Retaining the entry in its approved location decreases the overall commercial square footage to 2,400 square feet in Building 1, but creates a clear residential entry in the base of the building. The staff requested that the applicant provided an option of the door in their preferred location with the exterior materials of Buildings #1 and #2 extended along the residential entry and garage entry façade for the Board's consideration. The staff is seeking the Planning Board's recommendation on this design feature. In addition, the staff recommends that all doors remain of a scale and detailing that is prominent and readily visible in a large building. The final set of proposed exterior samples should be submitted to the Planning Division prior to the City Council's consideration of the amended agreement.

## V. COMPREHENSIVE PLAN ANALYSIS

Housing and Sustaining Portland's Future is the housing element of Portland's Comprehensive Plan. It encourages construction of all types of new housing to meet the needs of Portland households. It also encourages sustainable development with higher density housing near the downtown and supports mixed-use developments within the City's business zones. The City's housing element includes policies to maintain neighborhood integrity and stability. An objective of the Housing plan states:

Encourage innovative new housing development, which is designed to be compatible with the scale, character, and traditional development patterns of each individual neighborhood.

The actions encourage new development that offer diverse and quality living options, provide traditional neighborhood elements, promote a walkable city and is compatible with Portland's existing neighborhoods. The plan also encourages compatible development through the use of design guidelines for new development. Attachment I is an excerpt of relevant housing policies from the Comprehensive Plan.

The Eastern Waterfront Master Plan was adopted in 2004. The proposed site for this rezoning is adjacent to the Eastern Waterfront study area and was included in the height analysis for the

Master Plan. Thus, the goals and policies of the Eastern Waterfront Plan are pertinent to this rezoning request and the Planning Board directed the staff to evaluate this proposal under the Eastern Waterfront Design Guidelines at the initial workshop (refer to Attachment D for Urban Design review by Carrie Marsh). The Master Plan encourages development that is compatible with the surrounding neighborhoods, natural environment and maritime uses through the use of compatible architecture, maintaining the street and pedestrian network, and preserving significant public view corridors to and from the water. The plan also encourages mixed-use development that will create a vital and active urban area.

The purpose of the B-5 and B-5B zone is “to provide zone 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 underdeveloped lots with great potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings. It is anticipated that such denser, mixed uses would rely on a shared infrastructure system, including service alleys, parking lots, public transportation facilities, stormwater management and driveways.

The proposed revisions to the plan add 1,602 square feet of land to Phase I, which allow a jog in Building #2 to be eliminated and six more residential units to be added. While the commercial space will be reduced with the elimination of the kitchen space for a restaurant, it maintains a mix of uses with the first floor area for both buildings 1 and 2 designated for commercial/retail space. Housing is the predominant use in this mixed-use proposal, which is near the downtown and major transportation facilities. The project will provide a mix of uses that offer a 24-hour presence in the neighborhood and does not interfere with any of the marine or other uses proposed near the waterfront. In addition, a shared alley serves the project and an adjoining business on India Street and the developer is participating in upgrading the public street and utility infrastructure within this neighborhood.

## **VI. Neighborhood Meeting and Public Comment**

The applicant held a neighborhood meeting on April 8, 2008. The meeting notes and list of attendees is in Attachment 10. No public comment has been received to date.

## **VII. Staff Recommendation:**

The staff supports the amendments to the conditional rezoning agreement with The Village at OceanGate, LLC. The question before the Planning Board is whether the building entrance for the residential units in Building #2 should be located in the building base of the building as originally approved or in the connector between Buildings #1 and #2. The conditional rezoning agreement will need to reflect the Board’s decision.

## **VIII. Motion for the Planning Board’s Consideration**

On the basis of plans and materials submitted by The Village at Ocean Gate LLC, the policies of the B-2b and B-5b zones, Comprehensive Plan, public comment, the information provided in Planning Board Report #18-08, and/or other findings as follows:

The Board finds that the proposed Amended Conditional Rezoning Agreement for

The Village At OceanGate, now known as The Bay House [is or is not] consistent with the Comprehensive Plan of the City of Portland and is consistent with the existing and permitted uses in the underlying B-5b zone. The Planning Board therefore [recommends or does not recommend] to the City Council approval of the proposed conditional rezoning at 112-113 Newbury St. and 40 Hancock Street with the recommendation that

1. The location of the entrance for the residential units shall prominent and located along the commercial façade of Building #2, as shown on building elevations presented in Attachment 11;
- OR**
2. The location of the entrance for the residential units shall be prominent and located along the in the connector between Buildings #1 and #2, as shown on building elevations presented in Attachment 12.
  3. The final set of building samples and specifications be submitted to the Planning Division prior to the City Council's consideration of the proposed agreement.

**Attachments:**

1. Conditional Rezoning Agreement for the Village at OceanGate, adopted November 20, 2006
2. Proposed Amended Conditional Rezoning Agreement for the Village at OceanGate.
3. Zoning Amendment Application from the Village at OceanGate, LLC., dated February 28, 2008
4. Applicant Submittal, April 8, 2008, memorandum from Greg Shinberg and Parking Calculation Memorandum from William Eaton
5. Applicant Submittal, April 23, 2008, memorandum from David White, AIA
6. Subdivision and Site Plan Approval Letter, dated July 20, 2007
7. Correspondence from Joseph E. Gray Jr. to Dimitrios Dasco, dated Feb. 22, 2008
8. Memorandum, Carrie Marsh, dated April 25, 2008
9. Building Elevations from July 10, 2008 public hearing
10. Neighborhood Packet, neighborhood meeting held on April 8, 2008
11. Revised Site Plan and Building Elevations, dated April 18, 2008
12. Revised First Floor Plan and Middle Street Elevation, dated April 22, 2008
13. Revised Site Plan, dated 4-22-08

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Conditional Zoning Agreement  
The Village At Ocean Gate  
112-113 Newbury Street, Portland, Maine

This agreement is made as of the 19<sup>th</sup> day of December, 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor's Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; space for a 150- to 200-seat restaurant; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

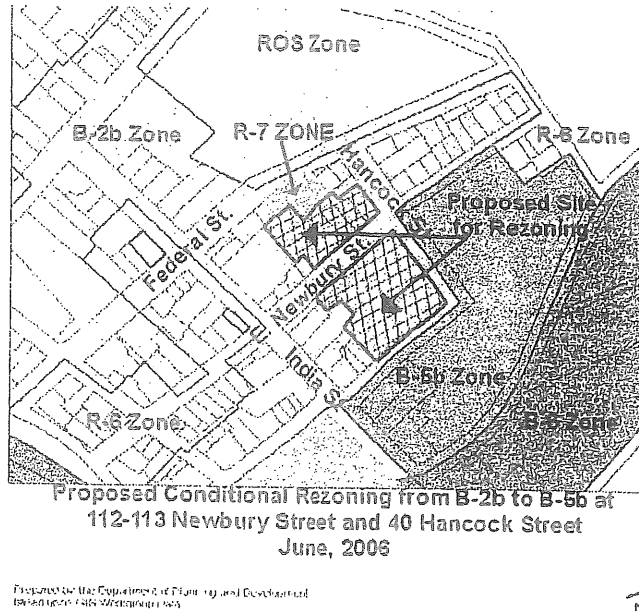
**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**'s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:



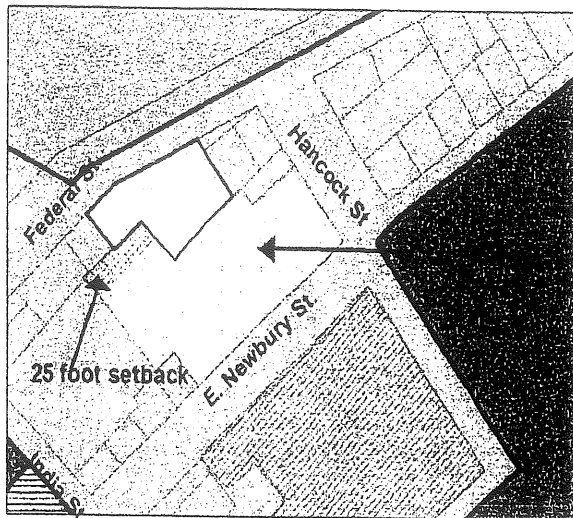
1. Map. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change. The underlying zone is changed from B-2b to B-5b.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the SITE will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1, submitted by Sebago Technics, Inc., dated 8/03/05 as revised November 17, 2006. Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated November 17, 2006, Attachment 2 (collectively, "the Plans for Phase I"). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:
  - a maximum of sixty six (66) residential units shall be provided; and

lc

- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



Required Minimum Setback of 25 feet in Phase II  
Depiction - Not to Scale

Prepared by the Department of Planning and Development  
dated upon 513 Workgroup Date

- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in "Downtown Black," specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 6772 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.

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4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more buildings in accordance with §14-495(h).
  5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
    - a. The maximum residential density on the **SITE** shall be 176 dwelling units.
    - b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.
    - c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.

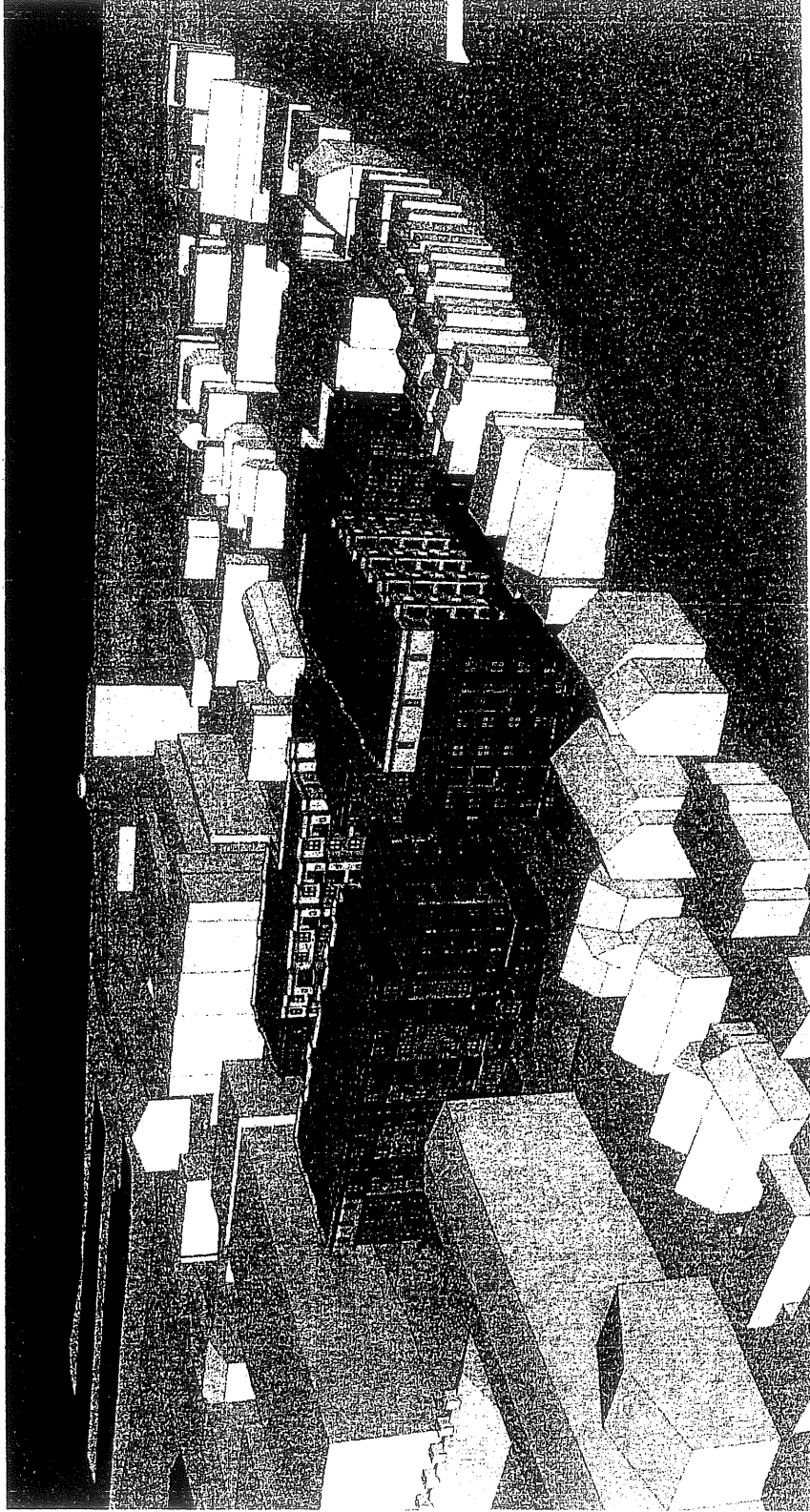
Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.
    - d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The **CITY** hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
    - e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The **CITY** hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.
  6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00, to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I.

The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

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7. This conditional rezoning shall become null and void and the **SITE** shall revert to the existing B-2b zoning district in the event that **DEVELOPER** fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final disposition of such appeal, this conditional rezoning shall become null and void and shall revert.
8. Phasing: **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing for Phase II must be posted with the City prior to the issuance of a building permit for Phase I of the project. If Phase II fails to be developed within the time line set forth in this Agreement, the **DEVELOPER** shall nonetheless be required to install such improvements upon demand by the City. Otherwise, the City shall call on the performance guarantee and install said improvements itself.
9. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then parking for Phase II of the project shall be increased accordingly as determined by the Planning Board.
10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.



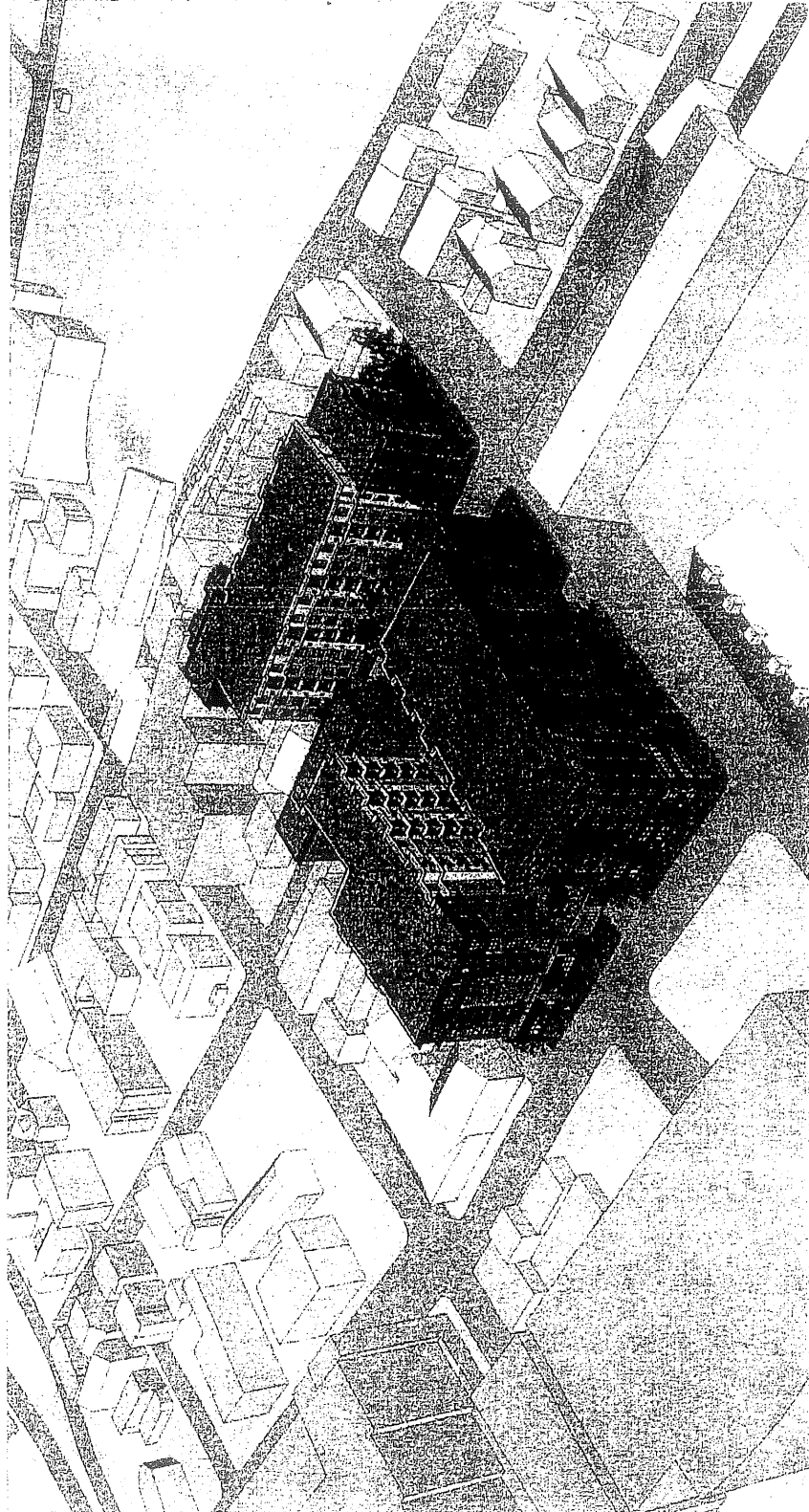


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**First Amendment to Conditional Zoning Agreement  
The Village At Ocean Gate (aka Bayhouse)  
112-113 Newbury Street, Portland, Maine**

This agreement is made as of the \_\_\_\_ day of \_\_\_\_\_ 2006 by **THE VILLAGE AT OCEAN GATE, LLC**, a Maine Limited Liability Corporation having a principal place of business at Boston, Massachusetts (hereinafter "**DEVELOPER**").

**WHEREAS, DEVELOPER**, as assignee of the rights of the purchaser under a purchase and sale agreement with the Village Café, Inc., has the right to purchase the property located at 112-113 Newbury Street and 40 Hancock Street, Portland, Maine, consisting of the property shown on the Portland Assessor’s Map as parcels 20-E-9, 20-D-13-15 and 20-D-32 and described in the Cumberland County Registry of Deeds at Book 17317, Page 167, Book 3161, Page 504, Book 4357, Page 291, Book 3217, Page 83, Book 3004, Page 226, Book 3091, Page 703, Book 3752, Page 140, Book 3112, Page 131, Book 3024, Page 132, Book 3291, Page 260, Book 2996, Pages 235 and 237, Book 4357, Page 289, Book 4094, Page 222 and Book 9520, Page 73 (hereinafter the "**SITE**"); and

**WHEREAS**, the **SITE** is currently in the B-2b zoning district and is adjacent to a B-5b district to the southeast; and

**WHEREAS**, Developer has filed a Zone Change Application with the City of Portland (hereinafter "**CITY**") to rezone the **SITE** to the B-5b zoning district subject to certain modifications and conditions set forth in this Agreement in order to accommodate a mixed-use development consisting of up to 176 residential units; and sidewalk-level commercial space in a complex of buildings of varying sizes and heights (hereinafter the "project"); and

**WHEREAS**, the Portland Planning Board has determined that the rezoning would provide needed housing, would create a vibrant new neighborhood and would assist in revitalizing adjacent areas; and

**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation, recommended rezoning the **SITE**; and

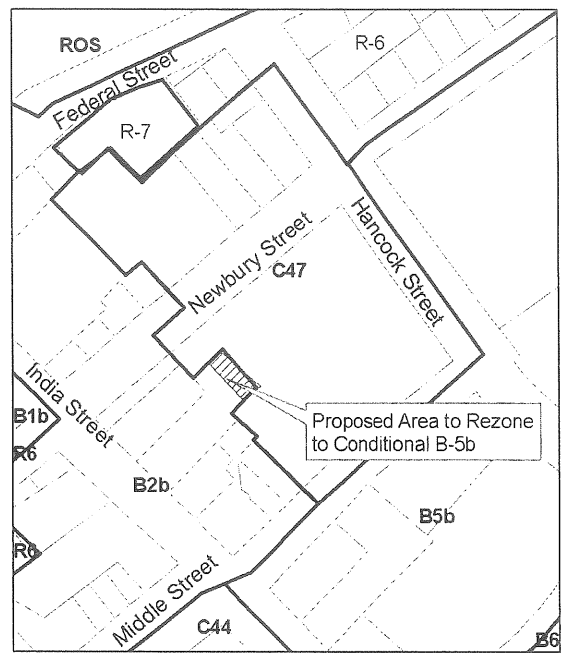
**WHEREAS**, the **CITY**, by and through its City Council, has determined that the rezoning is appropriate due to the unusual nature and unique location of the development proposed, that the uses proposed are consistent with the existing and permitted uses within the B-5b zone and that the rezoning would be pursuant to and consistent with the **CITY**’s Comprehensive Plan; and

**WHEREAS, DEVELOPER** has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **DEVELOPER**, its successors and assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the **SITE**, **DEVELOPER** agrees to be bound by the following terms and conditions:

1. Map. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and

incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change. The underlying zone is changed from B-2b to B-5b.



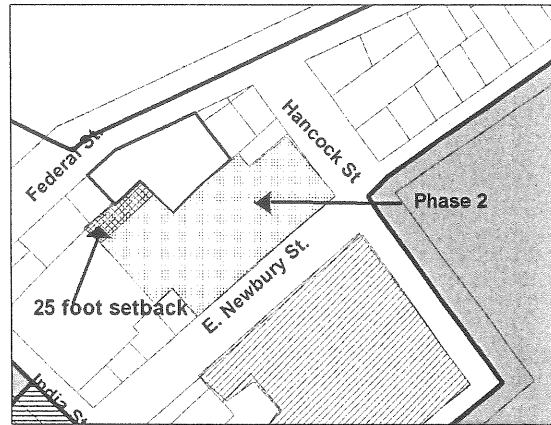
**Proposed Area to Rezone from  
B-2b to Conditional Rezoning to B-5b  
for The Village at OceanGate, LLC  
112-113 Newbury Street  
April 2008**

Prepared by the Department of Planning and Development  
based upon GIS Workgroup Data.



2. Subdivision and Overall Site Plan. Except as otherwise provided in this paragraph 2, the **SITE** will be developed substantially in accordance with the Subdivision and Overall Site Plan, Attachment 1 submitted by Sebago Technics, Inc., dated \_\_\_\_\_ as revised \_\_\_\_\_ . Phase I of the project, consisting of two buildings along Middle, Hancock and Newbury Streets shall conform to the building elevations and architectural renderings submitted by David M. White, Architect, dated \_\_\_\_\_, Attachment 2 (collectively, “the Plans for Phase I”). Phase II of the project, consisting of one or more buildings along Newbury and Hancock Streets shall meet the following requirements:

- a maximum of sixty six (66) residential units shall be provided; and
- a minimum setback of twenty five (25) feet from the most westerly rear property line (abutting CBL 20-D-11) shall be provided and as illustrated below ; and



Required Minimum Setback of 25 feet in Phase II  
 Depiction - Not to Scale

Prepared by the Department of Planning and Development  
 based upon GIS Workgroup Data.



- the maximum height of any building(s) in Phase II shall be sixty-five (65) feet measured from the existing Newbury Street grade.

The Planning Board shall review both the Phase I and Phase II proposals and apply the site plan and subdivision standards of the Portland Land Use Code and the applicable standards of the Eastern Waterfront Design Standards to each.

After the initial approval of the Plans for Phase I, and any plans submitted in connection with the development of Phase II, the Planning Board may, upon application of **DEVELOPER** and without the necessity of amending this Conditional Rezoning Agreement, approve subsequent changes to the Plans for Phase I which decrease building dimensions or reduce the density of development, provided that any such decrease or reduction shall nonetheless be determined to substantially conform to the Plans.

The project shall incorporate light fixtures in “Downtown Black,” specifications to be provided by the Planning Authority during subdivision review. In addition, all other streetscape improvements will be consistent with the Hancock Street Extension Plans, which improvements are currently represented on the Plans.

3. Permitted uses: Those uses allowed in the B-5b zoning district. The project shall include not less than 5,700 square feet of commercial/retail space on the ground level along Middle Street and at the corner of Hancock and Middle Streets as depicted on the Plans.
4. Phase I shall consist of, at minimum Buildings 1 and 2, while Phase 2 shall consist of one or more Buildings in accordance with §14-495(h).
5. Modifications to B-5b Regulations. The **SITE** shall be governed by the regulations applicable to the B-5b zoning district, except as follows:
  - a. The maximum residential density on the **SITE** shall be 176 dwelling units.

b. The maximum front yard setback shall be ten (10) feet, except that a front yard setback of no greater than sixteen (16) feet shall be allowed for the parking garage entrance and associated façade as depicted on the Plans for Phase I.

c. The maximum height for the structures shall be:

Buildings 1 and 2: The maximum height of each building in Phase I shall not exceed 74 feet from average grade, as measured and approved by the Zoning Administrator.

Building(s) in Phase II: The maximum height in Phase II shall not exceed sixty-five (65) feet measured from the existing Newbury Street grade.

d. The cornices of buildings, and storefront awnings along Middle and Hancock Streets, will extend over the street rights of way in various locations as shown on the Plans. The CITY hereby grants license for such overhangs and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.

e. An underground electrical vault will be installed within the right of way of Newbury Street, the final location of such vault to be approved by the Planning Authority. The CITY hereby grants license for such installation and authorizes the City Manager to execute said license in such form and with such terms and conditions as he deems appropriate.

6. Community Contribution. The community contribution under this Agreement shall be \$200,000.00 , to be dedicated to extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension; \$5,000.00 dedicated to the India/Middle Street traffic improvements to be commissioned by the City; and \$5,000.00 to be dedicated to the Eastern Waterfront Post-Development Traffic Impact Study to be commissioned by the City. The community contribution under this Agreement is independent of any conditions which the Planning Board may lawfully require under site plan review or subdivision review. The community contribution shall be made prior to the issuance of a building permit for Phase I. The retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the “Riverwalk Parking Garage located at Middle Street, Portland, with documentation of such participation provided to the City Planning Authority at minimum every two years.

7. This conditional rezoning shall become null and void and the **SITE** shall revert to the existing B-2b zoning district in the event that **DEVELOPER** fails to commence construction of Phase I within two years from the date of the Council vote, with the ability of the Planning Authority, in its sole discretion, to extend this period by an additional one year and Phase II of the project must be commenced within two years following the issuance of a certificate of occupancy for Phase I. If any required approval, including the approval of the conditional rezoning, has been appealed, and if **DEVELOPER** fails to commence construction within one (1) year from the final

disposition of such appeal, this conditional rezoning shall become null and void and shall revert.

8. Phasing: **DEVELOPER** may construct the project in two phases as shown on the Plans. Phase I is designed to stand alone in the event Phase II is not built. Performance guarantees shall be posted separately for each phase. For purposes of the time periods set forth in this paragraph 8 and in section 14-525(f) of the Portland City Code, commencement of construction on Phase I shall be deemed to constitute commencement of construction on Phase II, provided that actual construction on Phase II is commenced no later than 3 years after the commencement of construction on Phase I. A separate performance guarantee for the cost of installing the sidewalks and curbing and any other public improvements for Phase II must be posted with the City prior to the release of the recording Plat for Phase II
  
9. Parking shall be provided for Phase I at no less than a) a 1:1 ratio (1 parking space per dwelling unit), and b) 6 spaces for retail employee parking and c) active participation in a valid Park and Shop ticket validation program – all to be provided as follows: 80 parking spaces on-site for residential use and 16 parking spaces in the parking garage being built at the corner of India Street and Middle Street. A post development occupancy parking analysis shall be conducted by the **DEVELOPER** six (6) months following the issuance of a certificate of occupancy for Phase I. If the parking analysis demonstrates the inadequacy of a 1:1 /unit:parking space ratio, then the **DEVELOPER** must submit a parking mitigation plan for Phase I, which plan shall be reviewed and approved by the City and thereafter implemented by the **DEVELOPER**. Parking for Phase II of the project shall be determined by the Planning Board during subdivision and site plan review provided that a condition of such approval shall include the requirement for a post development occupancy parking analysis, with the same mitigation requirements as Phase I.
 

Thirty eight bicycle parking shall be provided on site in accordance with §14-526 of the Portland City Code.
  
10. The rezoning shall run with the **SITE**, shall bind and benefit **DEVELOPER** and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within thirty (30) days of the City Council's passing of the Conditional Zone, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **SITE**. **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.
  
11. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.

- 12. Except as expressly modified herein, the development, use, and occupancy of the **SITE** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
- 13. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **SITE** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the **SITE** rezoned.

**WITNESS:**

**THE VILLAGE AT OCEAN GATE, LLC**

\_\_\_\_\_

\_\_\_\_\_

Its Managing Member

State of Maine  
Cumberland, ss.

Date:

Personally appeared the above-named \_\_\_\_\_, Managing Member of The Village At Ocean Gate, LLC, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of The Village At Ocean Gate, LLC.

\_\_\_\_\_  
Notary Public





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**City of Portland, Maine**  
**Department of Planning and Development**  
**Conditional/Contract Rezoning Application**

Application ID: 1325 Application Date: 03/05/2008 CBL: 020 E021001 Property Location: 61 India St

**Applicant Information:**

Village at OceanGate, LLC.  
 Name

Business Name

35 Fay Street, 107B  
 Address

Boston, MA 02118  
 City, State and Zip

617-482-3006 617-482-3007  
 Telephone Fax

**Applicant's Right, Title or Interest in Subject Property:**

See purchase and sale agreement.

**Current Zoning Designation:** B56

**Existing Use of Property:**

Vacant lot - no structures.

**Proposed Use of Property:**

To consturct 8 additional units that will be added to the approved conditional zoning agreement for the Village at OceanGate located at 112-113 Newbury Street.

**Property Owner:**

Pearl Properties Llc  
 Name

198 Tuttle Rd  
 Address

Cumberland , ME 04021  
 City, State and Zip

Telephone Fax

Amendment A  \_\_\_\_\_

Amendment B  \_\_\_\_\_

Amendment C  \_\_\_\_\_

Section 14: \_\_\_\_\_

Requested:

**Planning Approval**

REVIEW TYPE: Committee Review

RECOMMENDATION DATE: \_\_\_\_\_ APPROVAL DATE: \_\_\_\_\_ ENACTMENT DATE: \_\_\_\_\_



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Zoning Amendment Application  
Department of Planning and Development  
Planning Division and Planning Board

1. Applicant Information

VILLAGE AT OCEANGATE, LLC

Name

35 FAY ST. 107B

Address

BOSTON, MA 02118

617 482 3006 617 482 3007

Phone

Fax

3. Property Owner:  Applicant  Other

Same as above

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:

See purchase & Sale Agreement

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.)

5. 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 / NO STRUCTURES

2. Subject Property

61 INDIA ST. (portion of)

Address

PORTLAND, ME 04101

20 E 21

Assessor's Reference (Chart-Block-Lot)

4. Billing Address:

VILLAGE AT OCEANGATE

Name

35 FAY ST 107B

Address

BOSTON, MA, 02118

7. Current Zoning Designation(s): B56

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.

TO CONSTRUCT 8 ADDITIONAL UNITS THAT WILL  
BE ADDED TO THE APPROVED CONDITIONAL  
ZONING AGREEMENT FOR THE VILLAGE AT  
OCEAN GATE LOCATED AT 112-113 NEWBURY ST.

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 \_\_\_\_\_ to \_\_\_\_\_

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

For Zoning Text amendment, attached 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).

C.  Conditional or Contract Zone

A conditional or contract rezoning map 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 surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

11. Application Fee: An Application Fee 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 Workshop and Public Hearing notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

\_\_\_\_\_ Fee for Service Deposit      \$200.00  
(This fee is required for all applications in addition to the application fee listed below)

\_\_\_\_\_ Zoning Map Amendment      \$2,000.00

\_\_\_\_\_ Zoning Text Amendment      \$2,000.00

|                        |            |
|------------------------|------------|
| Under 5,000 sq. ft.    | \$1,000.00 |
| 5,000 sq. ft. and over | \$3,000.00 |


12. Advertising/Notices:

Legal Advertisements Applicant to pay a percent of the total advertisement

Notices .75 cents each  
(receipt of application, workshop and public hearing notices will be sent)

NOTE: Legal notices placed in the newspaper for the public hearing meeting are required by State Statute and local ordinance. The cost of any and all newspaper advertisements, legal advertisements and Planning Board notices will be billed directly to the applicant.

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


Feb 28, 2008

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Signature of Applicant Date of Filing

GREG HINBERG, PROJECT MANAGER

Further Information: SHINBERG CONSULTING, LLC

Please contact the Planning Division 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, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

Portland Planning Board  
Portland, Maine

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made and entered into this 27<sup>TH</sup> day of February, 2008 by and between Pearl Properties, LLC, a Maine limited liability company (Seller) and Village at Ocean Gate, LLC of 35 Fay Street, 107B Boston Massachusetts (Buyer).

*AM*

**WITNESSETH:**

1. *DD* **PREMISES.** Seller agrees to sell and Buyer agrees to buy the land situated at the rear of 61 India Street, Portland, Maine (collectively the Premises), such land being approximately ~~1,700~~ <sup>1,600</sup> square feet and depicted on Exhibit A, subject to the provisions of Section 14 below. The Westerly boundary of the Premises shall be no less than twelve (12) feet from the recently poured foundation on the Seller's remaining land. Seller shall have the right, but not the obligation to salvage, remove and retain for its ownership and use, any and all walls and bricks located upon the Premises prior to the closing. Included in the sale of the Premises will be a construction easement to use that approximately 14 foot wide area of Seller's retained land, also depicted on Exhibit A, for temporary construction purposes for the initial construction of Buyer's project to last the duration of the construction project and for the future maintenancce of the portions of the constructed building thereof.

2. **PURCHASE PRICE.** Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises the sum of Two Hundred Thousand Dollars (\$200,000), payable as follows:

(a) **Deposit.** \_\_\_\_\_ paid to Seller as a deposit <sup>NO LATER THAN FEB. 29TH 2008</sup> ~~at the time of the execution of this Agreement,~~ which shall be credited toward the purchase price at the closing.

(b) **Cash at Closing.** \_\_\_\_\_ shall be paid to the Seller by certified check or bank cashier (s) check at the closing.

2.A. **ADDITIONAL CONSIDERATION.** In addition to the Purchase Price, the Buyer shall deliver the following to Seller at closing:

(i) **Pedestrian Easement.** Buyer shall grant, subject to the condition below in this paragraph, Seller an approximately ~~six (6)~~ <sup>FIVE (5)</sup> foot wide pedestrian easement, in such form and on any other reasonably ~~necessary~~ terms and conditions reasonably satisfactory to Seller, over land of the Buyer from the remaining land of the Seller to Newbury Street in the area shown on Exhibit A. Buyer shall not be obligated to grant the foregoing easement to Seller in the event that doing so materially and adversely affects any municipal approvals for Seller's Bay House Condominium project.

(ii) **Courtyard & 14-Foot Easement Paying.** Buyer shall finish pave the courtyard area on Seller's remaining land lying easterly of the recently poured foundation on the Seller's

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remaining land and westerly of the Premises. In addition, Buyer shall finish pave the 14-foot easement running from Seller's remaining land to Middle Street and more particularly described in an instrument recorded in the Cumberland County Registry of Deeds in Book 25615, Page 187. The finish paving shall be of the same type, finish and quality as the paving that Buyer installs on the Premises. Such paving shall be completed within THIRTY (30) days of paving the Premises but no later than DEC. 31<sup>ST</sup>, 2009. In the event that the Buyer defaults in its obligation to pave hereunder, Seller shall be entitled to any and all legal and equitable remedies including but not limited to any and all costs, expenses and attorney's fees associated and/or incurred by Seller in enforcing or attempting to enforce the provisions of this section. The provisions of this section shall survive closing.

3. TITLE. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens. The Premises shall be conveyed subject to exceptions from coverage set forth in Ticor Title Insurance Company Owner's Policy # 74106-161258, as the same has been amended by endorsement, except for any mortgages or other liens referenced therein. In the event that Seller is unable to convey title as aforesaid, upon written notice from Buyer, Seller shall use reasonable efforts to remedy all title defects. In the event that said defects are not remedied within Forty-Five (45) days from the date of such notice, then the Deposit shall be returned to Buyer and this Agreement, and Seller (s) and Buyer (s) obligations hereunder, will terminate. Buyer may, at Buyer (s) option, elect to close notwithstanding such defects as may exist.

4. CLOSING. The closing of this transaction shall take place in the office of Tom Hanson, Bernstein Shur, 100 Middle Street, PO Box 9729, Portland, ME 04104-5029 (or, if the Buyer and the Seller mutually agree in advance and in writing, at another time and place) within Fifteen (15) Days of the date of the approval by the City of Portland City Council of the amended contract zone that shall include the Premises. Notwithstanding the foregoing, the closing shall occur no later than August 1, 2008. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises (the Deed).

5. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. Prior to the closing, the Premises shall be the sole responsibility of Seller and Seller shall bear the risk of any loss to the Premises whether by fire or otherwise. In the event of any casualty loss, Buyer shall have the alternative of either terminating this Agreement by written notice, whereupon Buyer shall receive back the Deposit plus accrued interest, or of accepting the insurance proceeds made available, if any, and closing notwithstanding such loss.

6. INSPECTION. At all reasonable times during the term hereof, Buyer shall have the right to enter the Premises and perform such inspections, engineering tests, soil tests, surveys, hazardous waste investigations, water tests, or other inspections as Buyer deems necessary or appropriate provided that the Buyer's activities shall not damage the Premises. Seller shall have the right but not the obligation to have a representative present at each inspection. Buyer shall keep the Premises free of all liens in connection with its inspection of the Premises or shall

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remove any liens immediately upon being notified of them. Buyer agrees to indemnify, defend and hold Seller harmless from all damage, loss or claims relating directly or indirectly to any physical damage to the Premises resulting from inspections or studies of the Premises made by Buyer or its agents, which indemnity shall survive Closing. Buyer agrees to provide Seller with copies of each of the reports completed regarding the Premises. Buyer agrees to return the Premises as nearly as possible to its original condition after all of such tests and inspections. If the results of a hazardous waste or other investigation done pursuant to this Paragraph are unsatisfactory to Buyer, Buyer shall have the right to terminate this Agreement by written notice and receive back the Deposit, plus accrued interest.

7. REPRESENTATIONS AND WARRANTIES. As a material part of the consideration for this Agreement, Buyer represents to Seller that Buyer knows, has examined, and has investigated (or, prior to the closing, shall know, shall have examined, and shall have investigated) to Buyer's satisfaction, operating information, environmental condition, physical nature and condition of the Premises. Buyer agrees to take the Premises "AS IS", with all latent and patent defects and no warranty by Seller that the Premises are fit for a particular purpose. Buyer takes the Premises with the agreement that there are no express or implied warranties or representations by Seller as to its physical condition, quality of construction or workmanship, or any other matter. Furthermore, Seller makes no agreement to alter, repair, or improve the Premises.

8. POSSESSION. Seller shall deliver possession of the Premises to the Buyer upon transfer of title free and clear of all leases, tenancies and occupancies by any person.

9. ADJUSTMENTS, PRORATION AND CLOSING COSTS. Real estate taxes and assessments and all utilities shall be prorated as of the closing on the basis of the latest available tax bill. The Maine real estate transfer tax shall be paid equally by Seller and Buyer. The recording fee for the Deed and any expenses related to Buyer (s) financing will be paid for by the Buyer.

10. CONDITIONS PRECEDENT. Buyer (s) obligation to close hereunder is subject to satisfaction of the following conditions at or before closing:

- (a) As of the date hereof, and as of the date of closing, all of Seller (s) representations and warranties shall be true and correct.
- (b) Approval by the City of Portland City Council of the amended contract zone that shall include the Premises.

If the above listed condition is not satisfied within the time specified or if no time is specified, by the closing date, Buyer shall be entitled to receive back the Deposit plus accrued interest, whereupon this Agreement shall terminate and neither party will be under any further obligation hereunder.



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11. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the Deposit plus accrued interest as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller (s) default hereunder, Buyer may, as its sole and exclusive remedy, either (i) terminate this Contract and be entitled to the return of the Deposit or (ii) seek specific performance.

12. ACCEPTANCE DATE. This contract shall not be valid unless executed by all parties by 5:00 p.m. ~~February 28, 2008.~~

13. MISCELLANEOUS.

- (a) Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Pearl Properties, LLC  
c/o Joseph W. Reynolds  
198 Tuttle Road  
Cumberland, ME 04021

TO BUYER: Village at Ocean Gate, LLC  
35 Fay Street 107B  
Boston, MA 02118

Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Seller (s) representations and warranties shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any

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provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

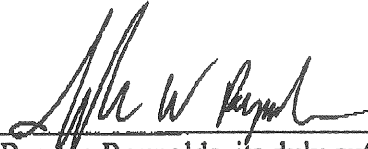
14. SURVEY. Buyer shall obtain, at Buyer's sole cost and expense, a standard boundary survey and metes and bounds description of the Premises, which survey will depict the temporary construction easement area and the pedestrian easement area (collectively, the "Survey") prior to closing. The Survey shall evidence the setback compliance of the rear portion of the Seller's remaining land and shall be otherwise reasonably satisfactory to Seller in all respects.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

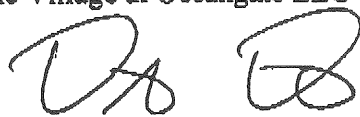
WITNESS:

Pearl Properties, LLC

  
\_\_\_\_\_

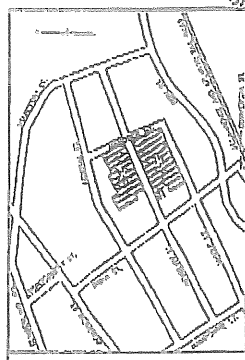
  
By: Joe Reynolds, its duly authorized Manager  
2/27/08  
Date

  
\_\_\_\_\_

The Village at Oceangate LLC  
  
By: Demetri Dasco, its duly authorized Manager  
Buyer  
2/27/08  
Date

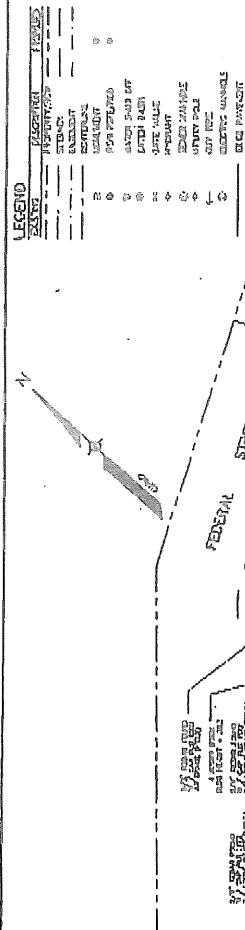
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|-------------|----------------|
| PROJECT NO. | 6174823007     |
| DATE        | 02/28/2008     |
| SCALE       | AS SHOWN       |
| BY          | WILLIAM C. RAY |
| CHECKED BY  | WILLIAM C. RAY |
| APP. BY     | WILLIAM C. RAY |
| DATE        | 02/28/2008     |
| PROJECT NO. | 6174823007     |
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| BY          | WILLIAM C. RAY |
| CHECKED BY  | WILLIAM C. RAY |
| APP. BY     | WILLIAM C. RAY |
| DATE        | 02/28/2008     |



**GENERAL NOTES:**

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING ACT OF 1912 AND THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
2. THE BOUNDARIES OF THE LOTS SHOWN ON THIS MAP WERE DETERMINED BY MEASUREMENTS MADE ON THE GROUND AND BY THE USE OF THE TRIANGULAR METHOD.
3. THE DISTANCES BETWEEN THE CORNERS OF THE LOTS WERE MEASURED BY THE USE OF A STEEL TAPE MEASURE.
4. THE BEARINGS OF THE LINES WERE MEASURED BY THE USE OF A TRANSIT.
5. THE AREA OF EACH LOT WAS CALCULATED BY THE USE OF THE TRIGONOMETRIC METHOD.
6. THE TOTAL AREA OF THE LOTS SHOWN ON THIS MAP IS 1.23 ACRES.
7. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
8. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
9. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
10. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.



**LEGEND**

|     |                    |
|-----|--------------------|
| --- | PROPERTY LINE      |
| --- | EASEMENT           |
| --- | ENCUMBRANCE        |
| --- | PROPOSED STRUCTURE |
| --- | PROPOSED DRIVEWAY  |
| --- | PROPOSED WALKWAY   |
| --- | PROPOSED FENCE     |
| --- | PROPOSED UTILITY   |
| --- | PROPOSED CURB      |
| --- | PROPOSED SIDEWALK  |
| --- | PROPOSED DRIVE     |
| --- | PROPOSED DRIVEWAY  |
| --- | PROPOSED WALKWAY   |
| --- | PROPOSED FENCE     |
| --- | PROPOSED UTILITY   |
| --- | PROPOSED CURB      |
| --- | PROPOSED SIDEWALK  |
| --- | PROPOSED DRIVE     |

**SPACE & BULK REQUIREMENTS**

**SURVEYOR'S STATEMENT**

I, WILLIAM C. RAY, SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS MADE BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING ACT OF 1912 AND THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.

WILLIAM C. RAY  
SURVEYOR

**LEGAL DESCRIPTION**

|        |            |
|--------|------------|
| LOT 1  | 1.23 ACRES |
| LOT 2  | 1.23 ACRES |
| LOT 3  | 1.23 ACRES |
| LOT 4  | 1.23 ACRES |
| LOT 5  | 1.23 ACRES |
| LOT 6  | 1.23 ACRES |
| LOT 7  | 1.23 ACRES |
| LOT 8  | 1.23 ACRES |
| LOT 9  | 1.23 ACRES |
| LOT 10 | 1.23 ACRES |
| LOT 11 | 1.23 ACRES |
| LOT 12 | 1.23 ACRES |
| LOT 13 | 1.23 ACRES |
| LOT 14 | 1.23 ACRES |
| LOT 15 | 1.23 ACRES |
| LOT 16 | 1.23 ACRES |
| LOT 17 | 1.23 ACRES |
| LOT 18 | 1.23 ACRES |
| LOT 19 | 1.23 ACRES |
| LOT 20 | 1.23 ACRES |

**NOTES:**

1. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
2. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
3. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
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10. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.

AREA OF TEMPORARY CONSTRUCTION EASEMENT AS PER SECTION 1 OF THE PURCHASE & SALE AGREEMENT DATED FEB 27, 2008

*Handwritten signature*

3.k

**Shinberg Consulting, LLC**  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

March 4, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

**RE: The Bay House**  
**112 Newbury Street, Portland, Maine**

Dear Mr. Jaegerman, Ms Barhydt and Board Members:

Enclosed is a submission for The Bay House Condominiums (formerly known as The Village At Ocean Gate) project proposed for 112 Newbury Street. The project has been amended to incorporate approximately 1,600 square feet of land that will be acquired from the next door neighbor, Pearl Properties, LLC whose property affronts 61 India Street.

The total number of units has been increased from 84 units to 92 residential units. The square footage of retail space has been reduced to approximately 5,348 square feet. The total number of parking spaces in the garage has been increased from 79 to 80 spaces. The total number of leased spaces in the Gateway Parking Garage will be increased from 15 to 17. This will provide one parking space for each residential unit and an additional 5 spaces for the proposed retail space.

The retail space remains essentially unchanged at the part of the building that affronts Middle and Hancock Streets. The retail space in Building 2 at the West Elevation has been changed to provide additional storage space for the residential units.

After meeting with City Staff to review possible alternate materials for the buildings, the exterior of the building has been changed to include more concrete masonry units (CMU Block) at the base of the building and more cement board clapboard siding has been placed on the Newbury, Hancock and Middle Street elevations. In addition, the arched windows at the top floor have been changed to standard double hung windows.

As per the terms of the Conditional Approval letter from Ms. Barhydt dated July 20, 2007, the following fees have been agreed to:

1. \$9,600.00 tree replacement fee;
2. \$43,000.00 fee to reclaim and repave Hancock Street as per the memo from Mike Farmer of Portland Public Works;
3. \$200,000.00 Community Contribution to be dedicated to the extending Hancock Street between Middle Street and the Commercial Street extension or to reimburse the City for expenses it incurs in such extension.

The three items listed above equals a total amount of \$252,600.

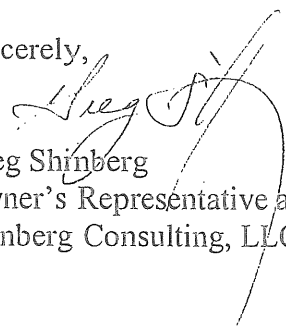
Because these fees were based upon building both Phase I and Phase II, and Phase II was not approved by the Planning Board on July 10, it is reasonable to request that the total fees be reduced from \$252,600.00 to \$156,612.00 or 62 % of the total. This calculation is based upon the relative size of Phase I and the proposed size of Phase II.

As noted in Section 5 of the approved Conditional Zoning Agreement, several modifications have been granted to the B-5b Zone. We request that the additional parcel to be acquired from Pearl Properties be subject to the same modifications that were previously granted.

Attached are the revised Site Plans by Sebago Technics dated February 27, 2008 and revised Floor Plans and Elevations and Floor Plans by David M. White dated February 18, 2008.

We look forward to attending the next scheduled Planning Board Workshop to review the amended project.

Sincerely,



Greg Shinberg  
 Owner's Representative and Project Manager  
 Shinberg Consulting, LLC



APL 4 a

Shinberg Consulting, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101-3427  
207 772 7070 Office  
207 772 7080 Fax

April 8, 2008

Mr. Alexander Jaegerman, Ms. Barbara Barhydt  
Planning Division Director, City of Portland  
and City of Portland Planning Board Members  
389 Congress Street  
Portland, Maine 04101

**RE: The Bay House, Amendment to the Conditional Contract Zone  
112 Newbury Street, Portland, Maine**

Dear Mr. Jaegerman, Ms. Barhydt and Board Members:

Enclosed is a submission for The Bay House Condominiums project proposed for 112 Newbury Street. The project has been amended to incorporate 1,602 square feet of land that will be acquired from the next door neighbor, Pearl Properties, LLC, whose property affronts 61 India Street.

On March 25<sup>th</sup> at the Planning Board Workshop, several items were addressed by the Planning Board and Staff that included the following items:

1. A comparison of the old retail square foot totals to the new retail space. *The old retail space totaled approximately 6,772 square feet. The new retail total is approximately 5,700 square feet.*
2. An explanation of the change of materials on the exterior skin. *The materials that are proposed will change some of the metal siding to a cement board that is reinforced with fiberglass (also known as "Hardi Plank") siding. The granite base has been changed to a fabricated granite block.*
3. According to Penny Latelle, the bicycle storage racks for the project must now meet the City Ordinance. *We will meet the City Ordinance which we calculate to be 37 bicycle spaces. It should be noted that there will now be substantially more storage space for the individual units and Owners may elect to store their bicycles in their storage compartment.*
4. A request that we add more glass to the west elevation of the retail space in Building 2 (facing the alley and Right of Way); *This change has been made – see the attached elevations.*



5. A request that we obtain input from Carrie Marsh, Urban Designer, on the proposed changes to the exterior. *We have been working together with City Staff to review the proposed changes to the materials.*
6. A request that we clarify the off-site improvements that must be done as a part of Phase I separately from Phase II. *See the attached plans that show this proposed work.*
7. A request that we include the easements for the abutting property located at 61 India Street. *See the attached plans.*
8. A request that we clarify our request that the \$200,000.00 Community Contribution fee be prorated between Phase I and Phase II. *We have decided to withdraw that request.*

The total number of units has been increased from 84 units to 90 residential units. The square footage of retail space has been reduced to approximately 5,700 square feet. The total number of parking spaces in the garage has been increased from 79 to 80 spaces. The total number of leased spaces in the Gateway Parking Garage will remain at 15 spaces. This will provide one parking space for each residential unit and an additional 5 spaces for the proposed retail space. See the attached memo from Eaton Traffic Engineers.

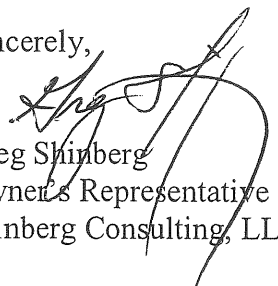
The retail space remains essentially unchanged at the part of the building that affronts Middle and Hancock Streets. The retail space in Building 2 at the West Elevation has been changed to provide additional storage space for the residential units.

As noted in Section 5 of the previously approved Conditional Zoning Agreement dated December 19, 2006, several modifications have been granted that amended the B-5b Zone. We request that the additional parcel to be acquired from Pearl Properties be subject to the same modifications that were previously granted.

Attached are the revised Site Plans by Sebago Technics, dated April 8, 2008, and the revised Floor Plans and Elevations by David M. White Architects, dated April 5, 2008.

We look forward to presenting the application at the Planning Board Workshop and Public Hearing that is scheduled for April 29<sup>th</sup>.

Sincerely,



Greg Shinberg  
 Owner's Representative and Project Manager  
 Shinberg Consulting, LLC



**EATON TRAFFIC ENGINEERING**  
67 Winter Street Suite 5 • Topsham • Maine • 04086  
Tel 207.725.9805 • Fax 207.373.9400

4 c

To: Demetri Dasco, Atlas Investment Group  
Fm: William C. Eaton, P.E., Eaton Traffic Engineering  
Re: Parking Calculation for Revised Phase 1 - Village at Ocean Gate Development  
Dt: April 8, 2008

The current revision for the above noted development is a 2 phase development with 90 condominium units and 6 retail spaces totaling 5,736 square feet of retail floor area in Phase 1. Based upon a determination by the City of Portland, parking for condominiums is to be calculated at 1 space per unit. The commercial floor area is likely to be a mix of retail and office land uses. The current plan for Phase 1 of the development will provide for 80 spaces on site designated for the condominiums. The City of Portland has determined that only the parking supply for the employees of the retail space must be provided; all patrons of the retail uses will use nearby garages, or off- and on-street parking. To estimate employee parking demand the publication Parking Generation 3<sup>rd</sup> Edition<sup>1</sup> was reviewed. Database information for a number of land uses includes employee density. For 6 various retail land uses (Free Standing Discount, Supermarket, Discount Supermarket, Sporting Goods, Furniture and Carpet) the density ranged from 1 employee per 1000 square feet to 1 per 1667 square feet. To provide a conservative estimate, retail will be estimated at 1 employee per 1000 square feet. Parking Generation indicates that parking demand for retail should be similar to office spaces – about 0.9 spaces per employee. Using this demand rate, retail employee parking supply needs are estimated at 6 spaces; these 6 spaces plus 10 spaces for condominium parking (16 total) are to be provided off site via a lease with a private parking facility.

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<sup>1</sup> Institute of Transportation Engineers, 2004

I trust that the above addresses your needs in this matter. Should you have any questions, please contact me.

Att 5 a

DAVID M. WHITE, ARCHITECT

403 fibbeits hill rd.  
p.o. box 447  
goffstown, n.h. 03045  
603-497-3405  
fax 603-497-2783

MEMO

Date: April 23, 2008  
From: David White  
To: Barbara Barhydt  
Project: The Village at Ocean Gate  
Copy To: The Village at Ocean Gate, LLC  
Number: 01  
Reference: Plan and elevation changes

---

The following is an outline of the changes made to the plans and elevations since the previous submission to the Planning Board that led to the conditional approval.

First some general items:

1. With the option to purchase the Reynolds' property Building 2 has been "squared" off to increase the saleable square footage. The number of units in the overall project had been increased to 92, but since our last meeting in early April the overall number of units has been reduced to 82. We have created larger units to meet this demand by prospective buyers.
2. The first floor plan has been changed to reflect a change in the structural system resulting in a changed parking layout and an increase in area available for buyer storage space and bike storage.
3. All metal panel work has been changed to Hardie board with battens.
4. The base of the project, from the belt course to grade has been changed from a combination of granite at the retail areas and brick under the residential areas has been change to polished concrete block with a polished granite look.
5. The windows at the fifth floor have been changed from arch top windows to flat top windows. These windows do now have a crowned head casing.
6. Fireplace exhaust hoods have been diagrammatically added. These will be painted to match the field color in which they are located.
7. We have adjusted the floor to floor height of the building and the average grade plane based on the new building perimeter. The overall height of

the building is 56.85' which is less than our previous height of 57.5' and considerably less than the 74' allowed by the conditional rezoning.

Middle Street Elevation (P.10):

- 1. No change to the brick above the belt course.
- 2. Simplification of the storefront detailing at the retail spaces. Standard 2" mullions instead of built up mullions. No change to color or panels. Awnings are now indicated.
- 3. The entrance to Building 2 has been relocated between the massing of Building 2 and the garage door. This change was made as an attempt to increase the amount of rentable retail area. This also creates symmetry with the retail areas for both Buildings 1 & 2.

Hancock Street elevation (P.11):

- 1. The location of brick above the belt course remains the same as the previous submission.
- 2. The entrance to Building 1 is now similar to the entrance to Building 1. The previous entrance detail would not work with the proposed awning.
- 3. Three sets of windows were moved to accommodate the units' fireplaces. These are the two end windows in the brown brick field and the triple window.
- 4. The window in the retail area has been simplified in the same manner as the Storefronts.

Newbury Street elevation (P.12):

- 1. The brick remains in Building 1.
- 2. Changes to the elevation of Building 2 include a large, more prominent entrance (no awning), relocation of the balconies from the rear of this section to the Newbury street side and slight rework of the windows for that unit with the balcony change.

Alley elevation (P.13 & P.16):

- 1. No change to the area above the belt course at the Middle Street block.
- 2. The window to the retail area in the Middle Street block has been scaled down and is consistent with the storefront detailing.
- 3. The brick previously shown from the Middle Street section to the new relocated balcony at the Newbury Street block has been changed to Hardie-plank clapboard siding similar to the courtyard elevations. Note that this area did have this siding in the area now infilled with the addition of the Reynolds' property.

- 5 ←
4. Window and deck locations from the Middle Street Block to Newbury Street have been revised to reflect the additional constructed space in Building 2.

Building 1 Courtyard elevation (P.14):

1. No change

Building 2 Courtyard elevation (P.15 & P.16):

1. No change to the Middle Street or Newbury Street blocks.
2. The area between these two sections has been change to reflect the revised unit configurations. This is indicated by only 3 decks per floor instead of the original 4.

I trust that this accurately reflects the changes made to the plans and elevations since that previous submission. We will be pleased to answer any question on these changes at the Planning Board meeting.

As part of this submission we have included the revised plans and elevations and renderings indicating the changes outlined in this narrative.

Respectfully submitted,



David M. White, AIA

Cc: The Village at Ocean Gate, LLC

AH. 6a

**CITY OF PORTLAND, MAINE**  
**PLANNING BOARD**

Michael Patterson, Chair  
Janice E. Tevanian, Vice Chair  
Kevin Beal  
Bill Hall  
Lee Lowry III  
Shalom Odokara  
David Silk

July 20, 2007

Mr. Demetri Dasco  
Village Café Inc.  
112 Newbury Street  
Portland, ME 04101

Christopher DiMatteo  
Sebago Technics  
One Chabot Street  
P.O. Box 1339  
Westbrook, Maine 04098-1339

RE: The Village at Ocean Gate, 112 Newbury Street  
CBL: Chart 20, Block D, Lots 13-15 and 32, Chart 20, Block E, lot 9  
Application ID: 2007-0021

Dear Mr. Dasco and Mr. DiMatteo:

On July 10, 2007 the Portland Planning Board considered the Village at Ocean Gate proposal for a two-phased project consisting of 138 residential units and 6,772 square feet of retail space. A one level parking structure with two buildings above the parking is proposed for each phase. The Planning Board reviewed the proposal for conformance with the provisions of the conditional rezoning agreement and the standards of Portland's subdivision and site plan ordinances. The Planning Board approved Phase I with waivers and conditions and tabled Phase II. The Planning Board's motions are as follows:

**Conformance with Conditional Rezoning Agreement**

The Planning Board voted unanimously (7-0) that the *Phase I* plan is in conformance with the Conditional Rezoning Agreement and the Eastern Waterfront Design Guidelines, with the condition that the applicant submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.

The Portland Planning Board voted unanimously (7-0) to table *Phase II* regarding the plan's conformance with the Conditional Rezoning Agreement and the Eastern Waterfront Design Guidelines and thus cannot act upon the Subdivision and Site Plan.

**Waiver**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations, contained in the Planning Board Report #30-07 relevant to the Subdivision Ordinance, Site Plan Ordinance, Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

1. The Planning Board waives the Technical Standard, Section III 2 A (b), which requires a 24 foot wide driveway for two-way ingress and egress, to allow the access to be between 18 and 22 feet at the garage entrances on Newbury and Middle Street as shown on the subdivision plat.
2. The Planning Board waives Technical Standard, Section XV H, Photometric plans requiring



photometric plans for the interior courtyards only.

- 3. The Planning Board acknowledges the applicant's contribution to the construction of Hancock Street and the additional costs for tree wells and tree guards, so based upon the recommendation of the City Arborist the Planning Board waives the financial contribution to the street fund to one half the amount due as determined by the City Arborist.

Subdivision:

The Planning Board voted unanimously (7-0) that the Phase I plan is in conformance with the subdivision standards of the land use code, subject to the following conditions of approval as applicable to Phase I:

- 1. A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a performance guarantee.
- 2. Revised plans and information meeting the recommendations contained in Thomas Errico, P.E., Traffic Consulting Engineer's review dated June 26, 2007 shall be submitted for review and approval prior to the issuance of a building permit.
- 3. Revised plans and information meeting the recommendations contained in Steve Bushey, P.E., Consulting Engineer's, memorandum of July 5, 2007 shall be submitted to the Planning Authority for review and approval prior to the issuance of a building permit.
- 4. Revised plans and information meeting the recommendations contained in Michael Farmer, Project Engineer's, memorandum of June 28, 2007, to the Planning Authority for review and approval prior to the issuance of a building permit.
- 5. In lieu of the applicant reclaiming and repaving a portion of Hancock Street, the Department of Public Works requests that the applicant pay the cost of reclaiming and repaving Hancock Street to the City, so that the City can use these funds to cover part of the cost of rehabilitating Hancock Street at a future time. The estimated cost of reclaiming and repaving the street must be reviewed and approved by Public Works.
- 6. The restaurant and/or retail/commercial uses on site shall participate in a Park and Shop Program (or similar program) with the "Riverwalk Parking Garage" located at Middle Street and that documentation of such participation will be provided to the City Planning Authority every two years.
- 7. All financial contributions required as part of the conditional rezoning shall be submitted to the City prior to the issuance of a building permit.
- 8. The design details for the bike racks shall be submitted to the Planning Authority for review and approval prior to the issuance of a building permit.

- 9. The proposed condominium documents shall be submitted for review by Penny Littell, Associate Corporation Counsel, prior to the issuance of a certificate of occupancy.
- 10. That the applicant submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.

**Site Plan:**

The Planning Board voted unanimously (7-0) that the Phase I plan is in conformance with the site plan standards of the land use code, subject to the following conditions of approval as applicable to Phase I:

- 1. A construction management site plan that shows any potential impacts on sidewalks and on the public right-of-way along with mitigation measures and the estimated construction schedule must be submitted for review and approval by the Planning Authority prior to the issuance of a building permit.
- 2. Revisions to the landscape plan should be submitted for review and approval by the City Arborist.
- 3. The applicant shall submit a unified plan for signage and awnings for review and approval by Carrie Marsh, Urban Designer prior to the issuance of a certificate of occupancy.
- 4. The applicant shall submit revised plans meeting the requirements of Urban Designer Carrie Marsh in her 06/29/07 memo as the conditions apply to Phase I.
- 5. Recommends that a revised light plan for the exterior building lights and meeting the City's standards be submitted to the Planning Authority for review and approval.
- 6. The final plans will conform with the City's Fire Regulations as reviewed and approved by Captain Cass.
- 7. The site plan shall be revised to show awnings on Buildings #1 and #2 for review and approval by Carrie Marsh, Urban Designer.

Please note the following provisions and requirements for all subdivision approvals:

- 1. Updated plans meeting the Planning Board's conditions of approval must be submitted for review and approval by the Planning Office prior to the issuance of any permits.
- 2. The above approvals do not constitute approval of building plans, which must be reviewed and approved by Portland's Inspection Division.
- 3. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in

b d

electronic form, the applicant shall submit any available electronic Autocad files (\*.dwg), release 14 or greater, with seven (7) sets of the final plans.

4. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount must be submitted to and approved by the Planning Division and Public works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
5. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. Prior to construction, a pre-construction 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 pre-construction meeting.
7. 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.)
8. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. 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 regarding the Board's actions, please contact Barbara Barhydt at 874-8699.

Sincerely,



Michael J. Patterson, Chair  
Portland Planning Board

- cc: Lee D. Urban, Planning and Development Department Director  
 Alexander Jaegerman, Planning Division Director  
 Barbara Barhydt, Development Review Services Manager  
 Philip DiPierro, Development Review Coordinator  
 Marge Schmuckal, Zoning Administrator  
 Jeanie Bourke, Inspections Division  
 Michael Bobinsky, Public Works Director  
 Kathi Earley, Public Works  
 Bill Clark, Public works  
 Jim Carmody, Transportation Manager  
 Michael Farmer, Public Works

SHINBERG CONSULTING, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101

To: Alex Jaegerman, Barbara Barhydt and Portland Planning Board Members  
From: Greg Shinberg, Shinberg Consulting, LLC - Owner's Representative  
Date: April 8, 2008  
RE: Minutes from the Neighborhood Meeting held on April 1, 2008 for the  
The Bay House project located 112 Newbury Street

The following is a record of the Neighborhood Meeting held from 6:00 to 7:30 PM at the Cummings Community Center.

Present on behalf of The Village At Ocean Gate, LLC:

Greg Shinberg, Shinberg Consulting, LLC (GS)

The following neighbors were present:

Elizabeth Graves (EG)  
Ron Smalley, Jr. (RS)

The meeting started at 6:45 PM to allow for some late arrivals.

GS introduced himself and that he is the representative for the owners and then presented the a review of the project to the neighbors;

GS explained how the project has changed from the original design that now incorporates the 1,600 square feet of property from the abutter located at 61 India Street;

GS reviewed the floor plans, site plans and proposed elevations with the neighbors;

EG asked when the project is scheduled to commence and finish; GS stated that the anticipated commencement date is this summer and that it should take approximately 15 months to complete.

RS asked what off site improvements are proposed to be done by us. GS explained what the scope of work to be done is. This includes the utility work at Newbury, Hancock and Middle Streets;

RS asked why Phase II was not approved. GS answered that the Planning Board had concerns with the size and scale of Phase II.

RS asked what the plans are for Phase II. GS stated that no additional work has been done on Phase II and the only changes at this time are for Phase I;

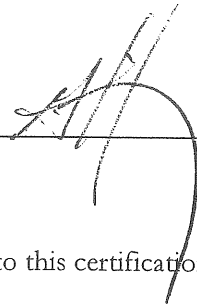
RS stated that he supported the plans for Phase II;

### Neighborhood Meeting Certification

I, (applicant/consultant) hereby certify that a neighborhood meeting was held on (date) at (location) at (time).

I also certify that on (date at least seven days prior to the neighborhood meeting), invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development or within 1000 feet of a proposed development in an industrial zone and the residents on the "interested parties" list.

Signed,

  
\_\_\_\_\_

4/8/08 (date)

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

SHINBERG CONSULTING, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101

March 24, 2008

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans to amend the Conditional Rezoning Agreement for the Village at Ocean Gate Project (now known as "The Bay House") which will be located at 112 Newbury Street, in Portland, Maine.

Meeting Location: Cummings Community Center, 134 Congress Street, Portland, Maine  
Meeting Date: Tuesday, April 1, 2008  
Meeting Time: 6:00 to 7:30 PM

If you have any questions, please call Greg Shinberg at 207 772 7070

Sincerely,



Greg Shinberg, Owner's Representative  
Shinberg Consulting, LLC

Note:

Under Section 14-32 ( C ) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.

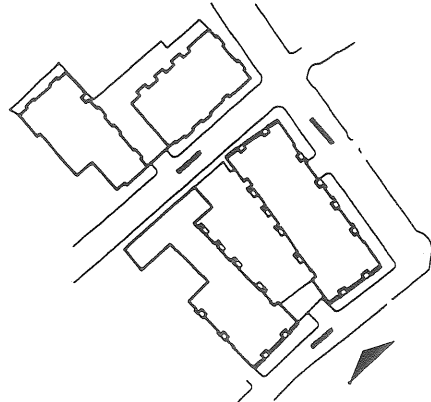






BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

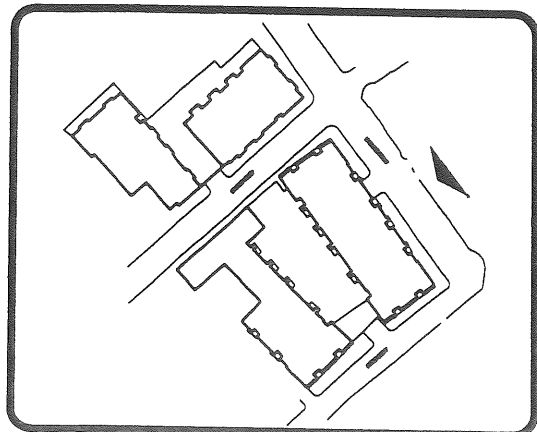
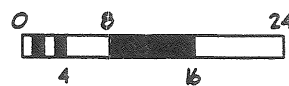
DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 3



BUILDING 1  
HANCOCK STREET ELEVATION

SCALE: 1/8" = 1' 0"



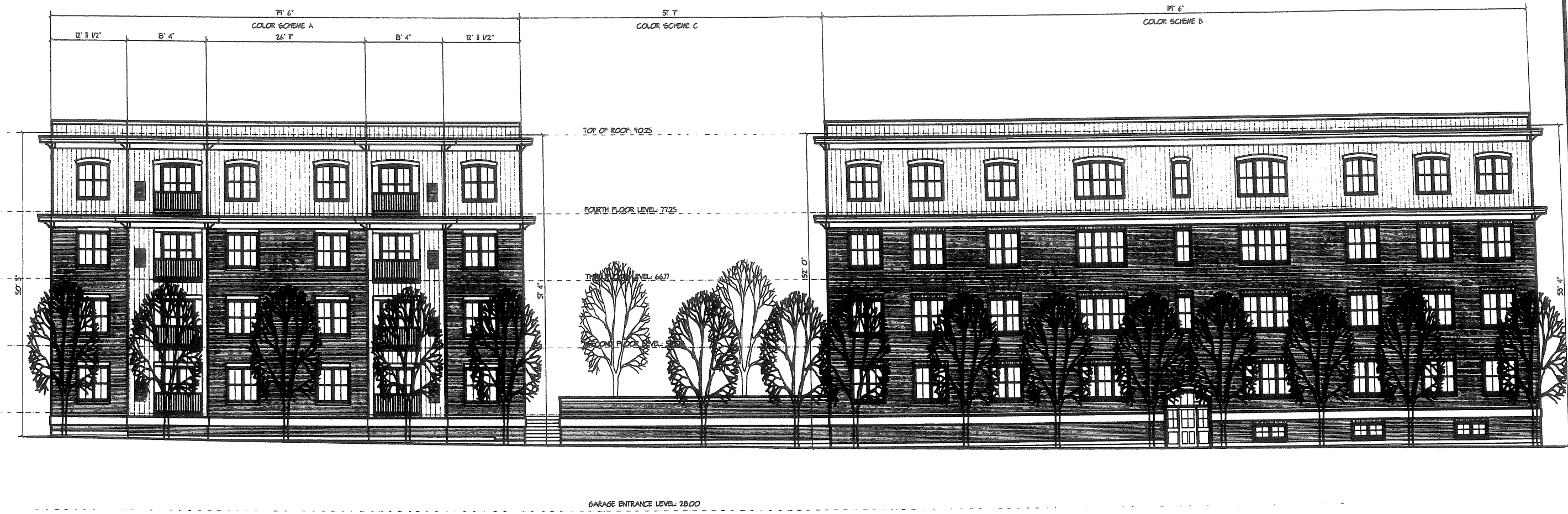
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

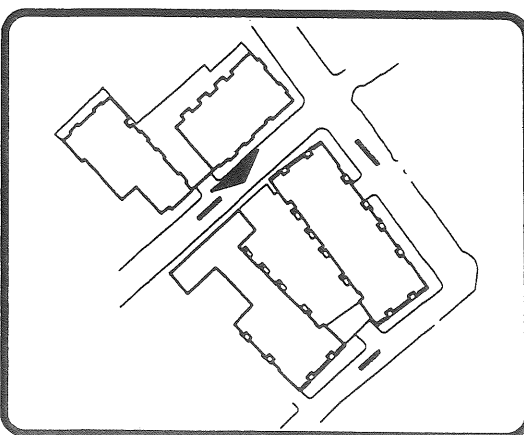
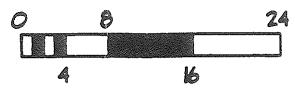
SHEET 4

9c



BUILDINGS 1 & 2  
NEWBURY STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

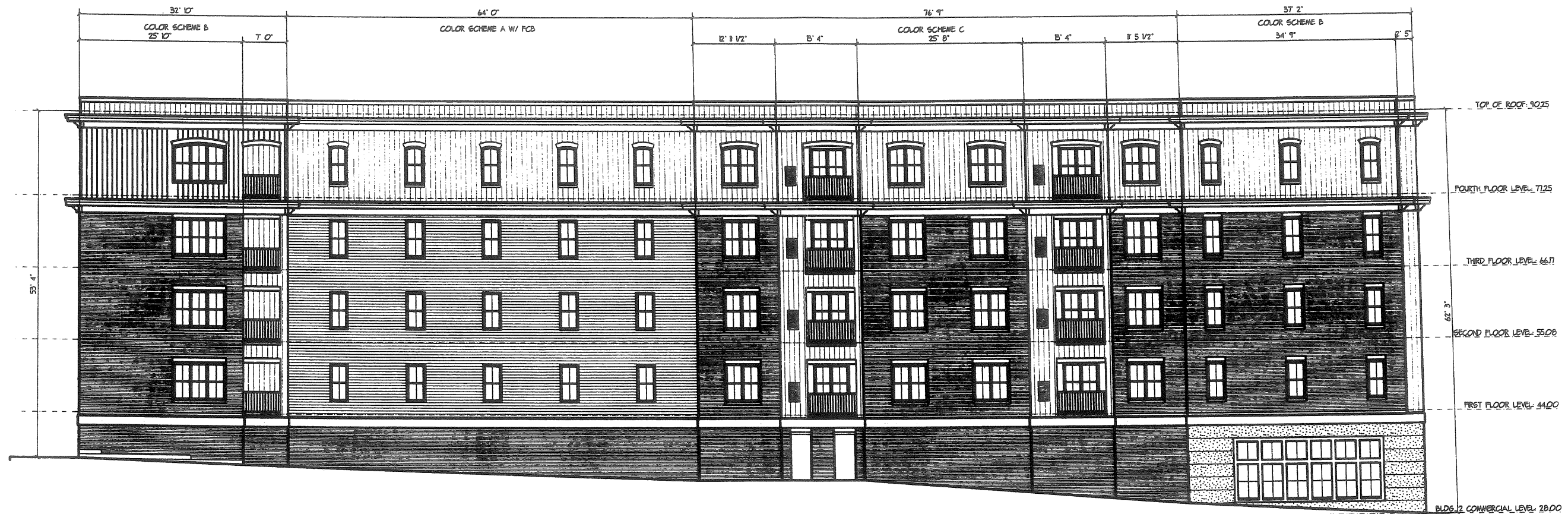
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 5

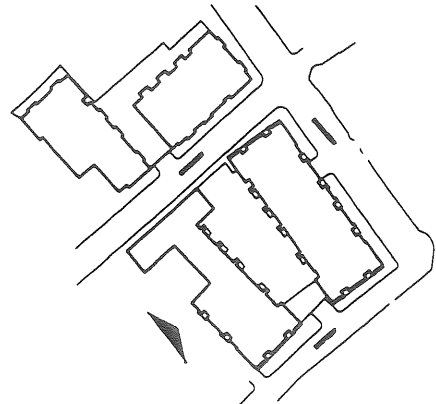


9d



BUILDING 2  
WEST ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

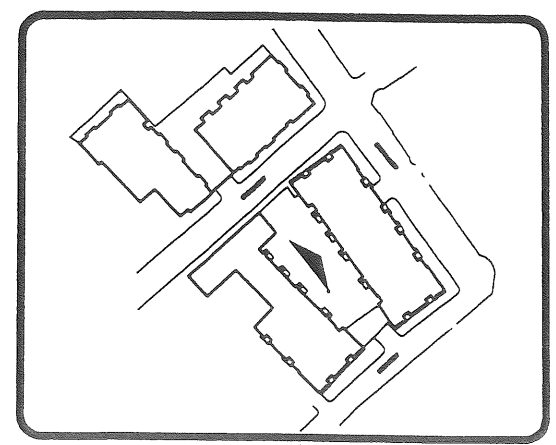
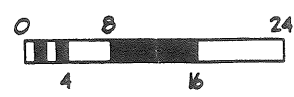
DAVID M. WHITE, ARCHITECT  
GORTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 6

9e



BUILDING 1  
WEST COURTYARD ELEVATION  
SCALE: 1/16" = 1' 0"



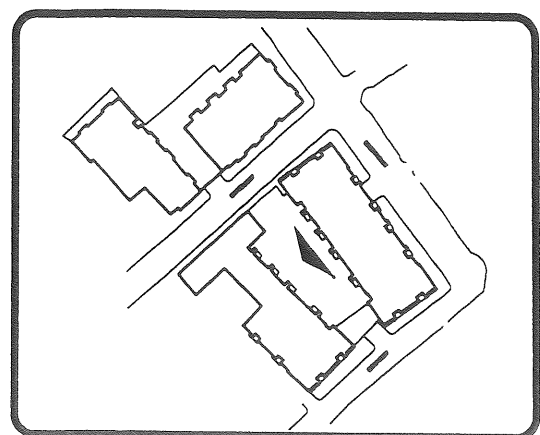
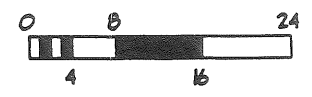
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE  
  
THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS  
  
DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007  
SHEET 7

9f



BUILDING 2  
EAST COURTYARD ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

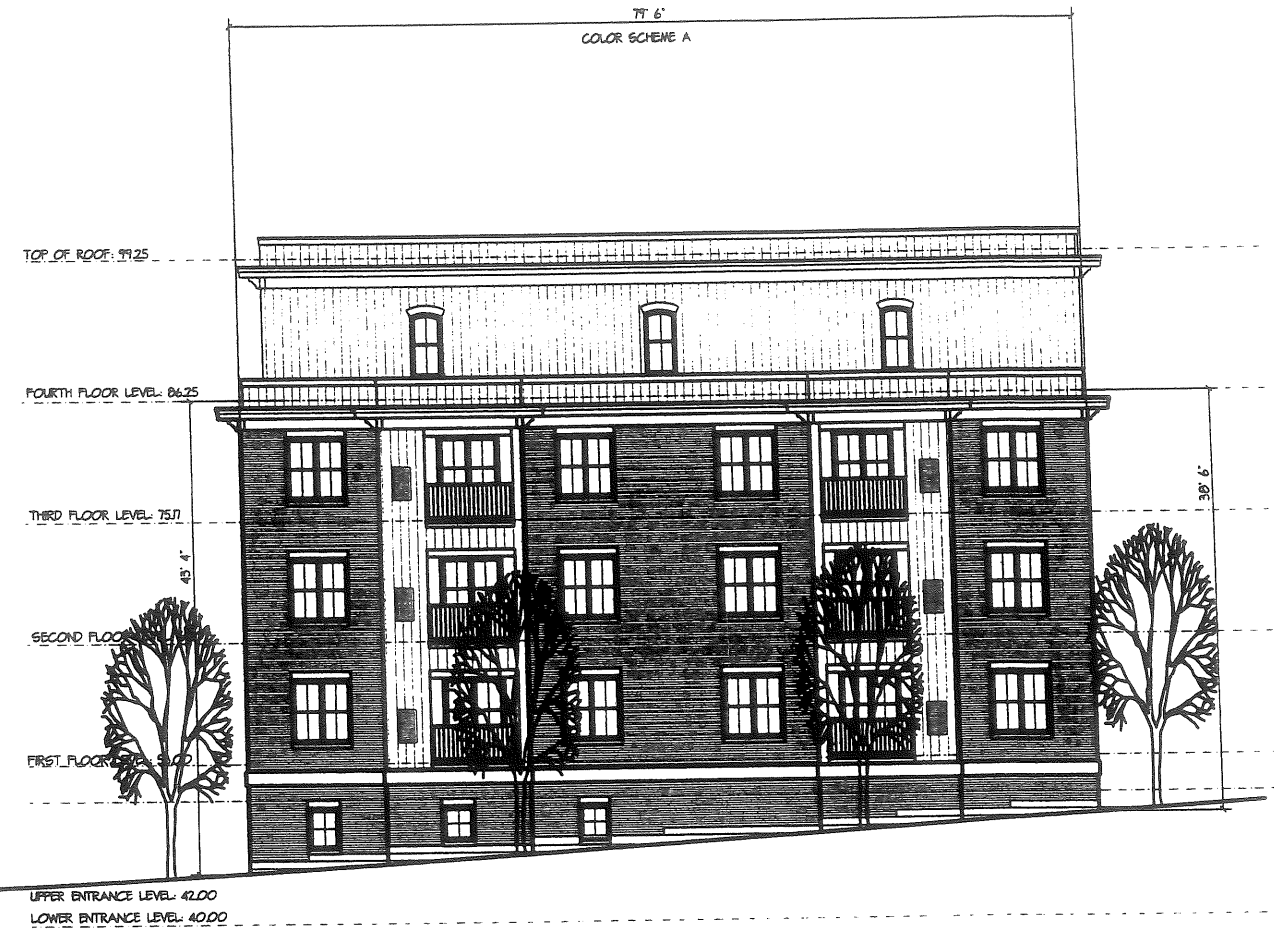
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 8



95



TOP OF ROOF: 99.25

FOURTH FLOOR LEVEL: 86.25

THIRD FLOOR LEVEL: 75.7

SECOND FLOOR LEVEL: 65.2

FIRST FLOOR LEVEL: 54.7

UPPER ENTRANCE LEVEL: 42.00

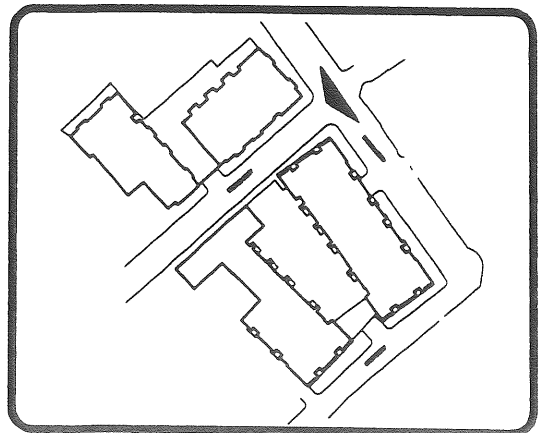
LOWER ENTRANCE LEVEL: 40.00

TT 6'  
COLOR SCHEME A

39' 6"

### BUILDINGS 1 & 3 HANCOCK STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE  
  
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS  
  
DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007  
  
SHEET 9

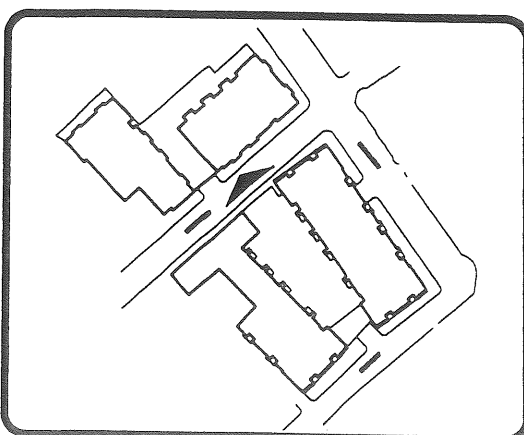
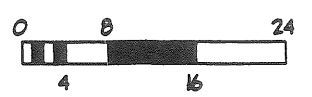
92



NOTE: THESE ELEVATIONS ARE FOR BUILDING 3

BUILDINGS 3 & 4  
 NEWBURY STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
 MIDDLE, NEWBURY AND HANCOCK STREETS  
 PORTLAND, MAINE

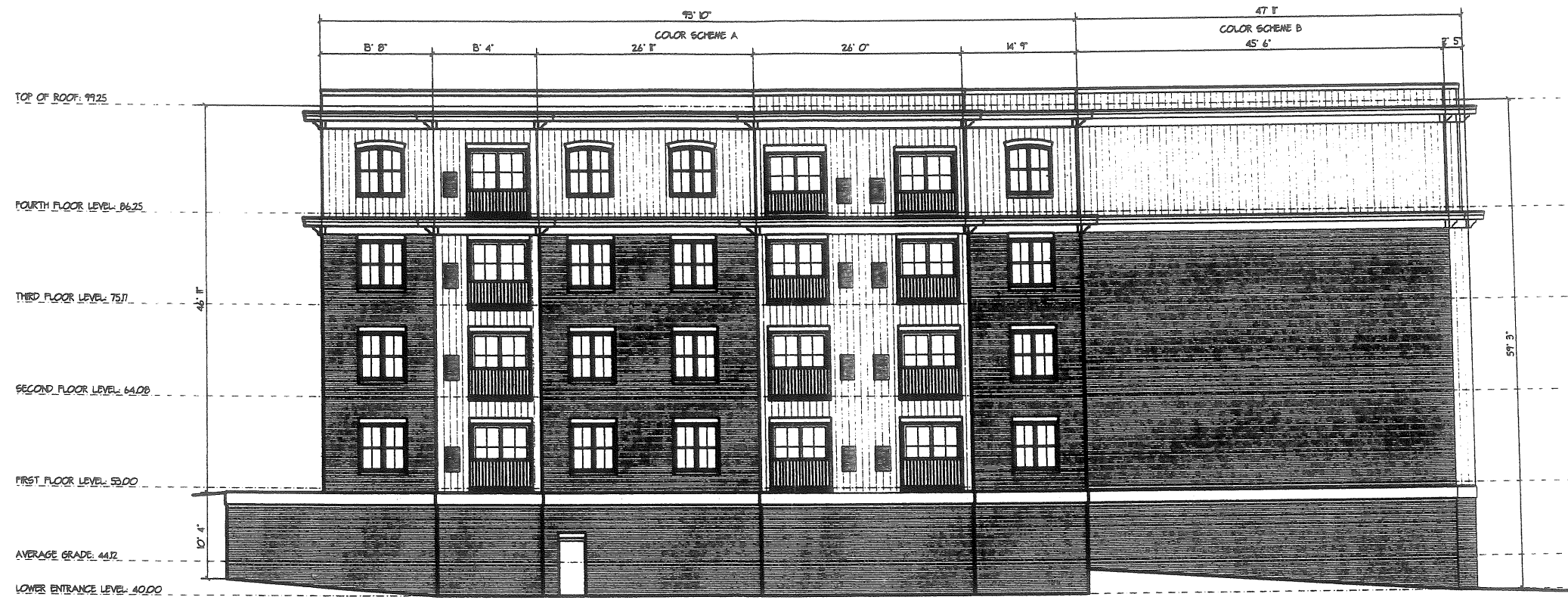
THE VILLAGE AT OCEAN GATE, LLC  
 GFI PARTNERS, LLC  
 BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
 GOFFSTOWN, NEW HAMPSHIRE  
 JUNE 26, 2007

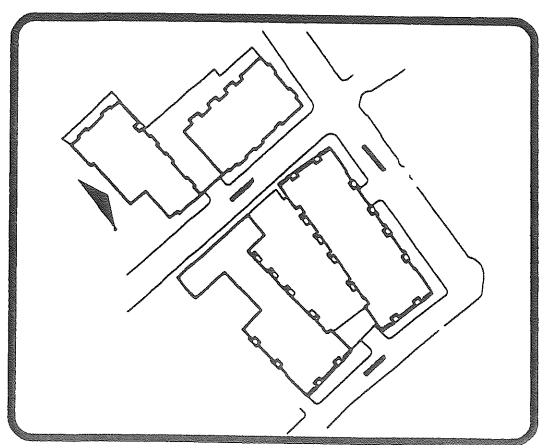
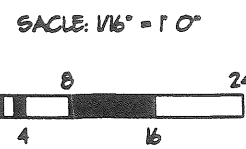
SHEET 10



92



BUILDING 4  
WEST ELEVATION



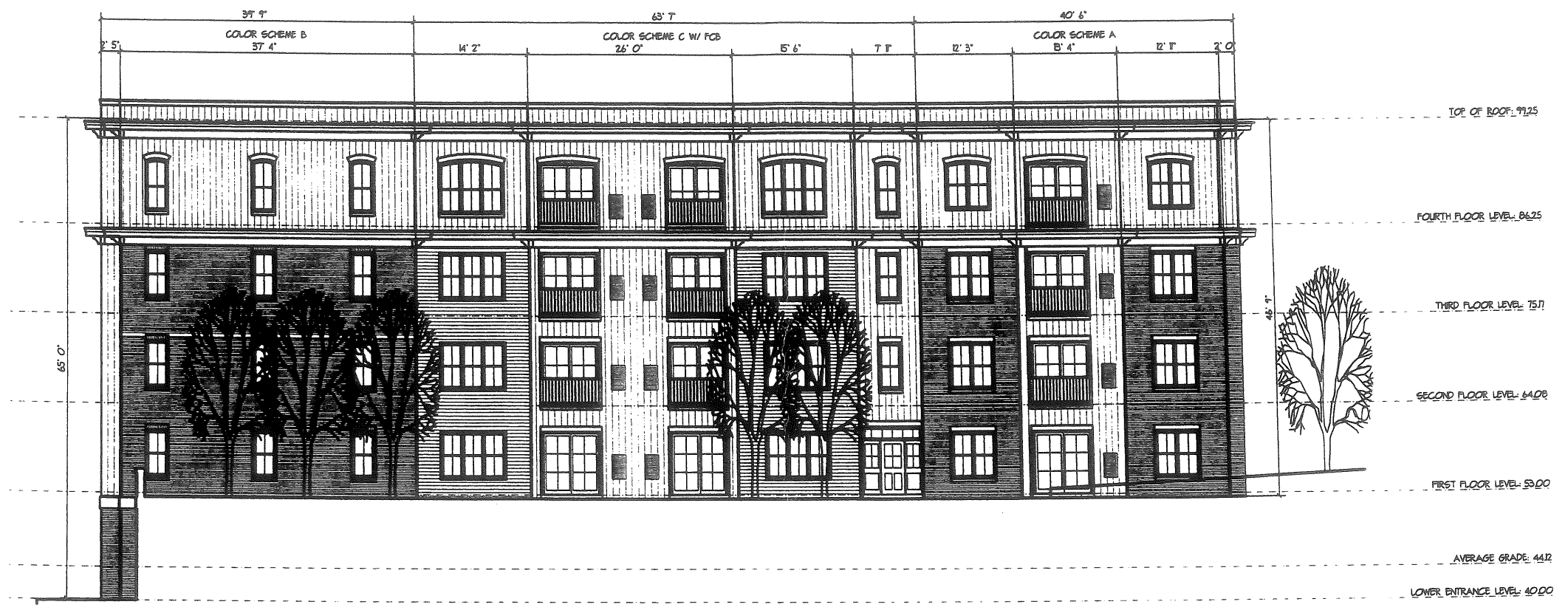
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

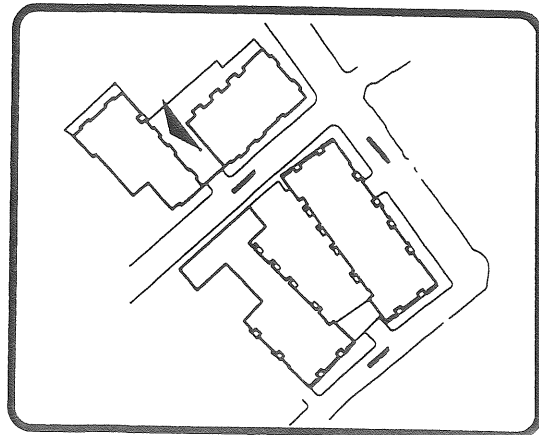
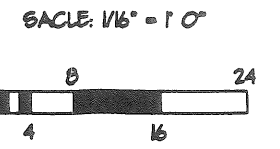
DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET II

9j



BUILDING 4  
EAST COURTYARD ELEVATION



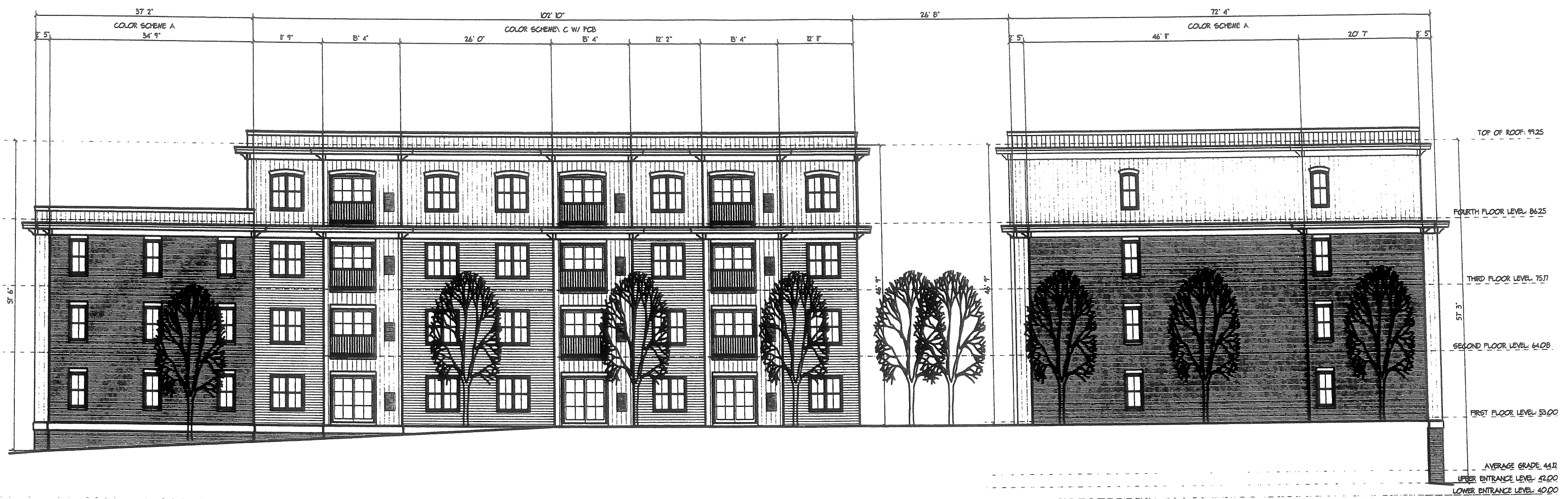
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

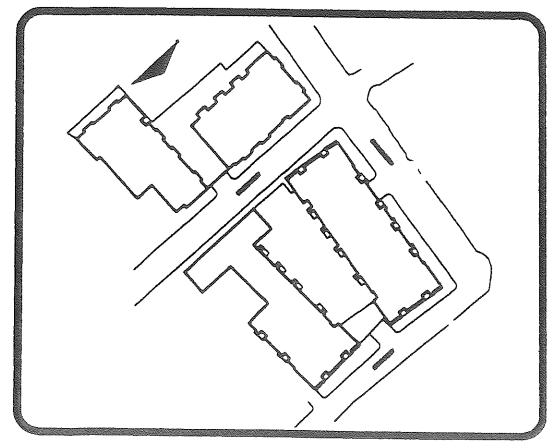
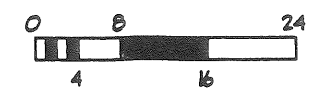
SHEET 12

9k



BUILDINGS 3 & 4  
NORTH COURTYARD ELEVATION

SCALE: 1/16" = 1' 0"

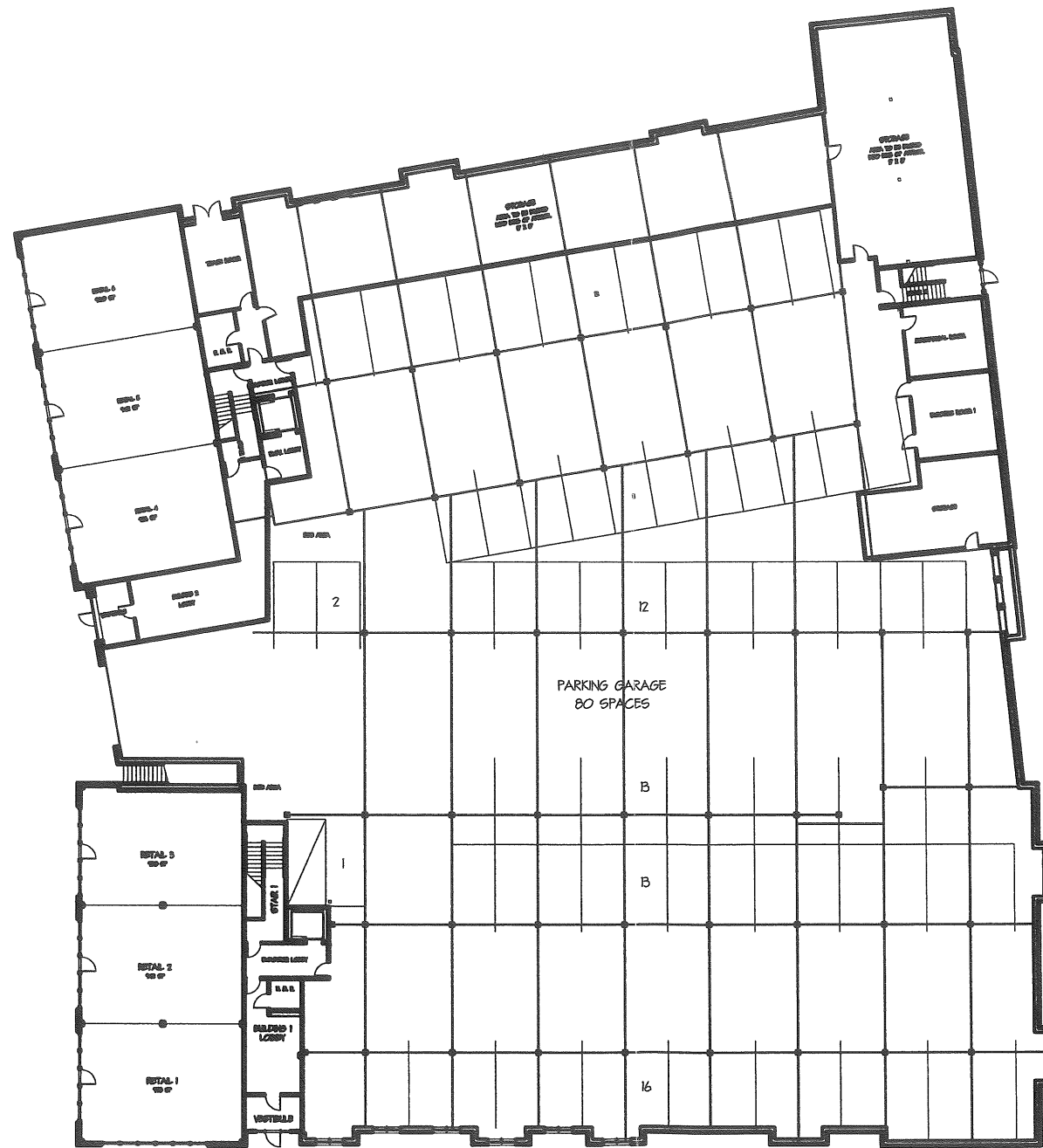


THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET B



FIRST FLOOR PLAN  
PHASE I

SCALE: 1/16" = 1' 0"  
GROSS FLOOR AREA: 45,375 SF

DAVID M. WHITE, ARCHITECT  
403 Tbbettes Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

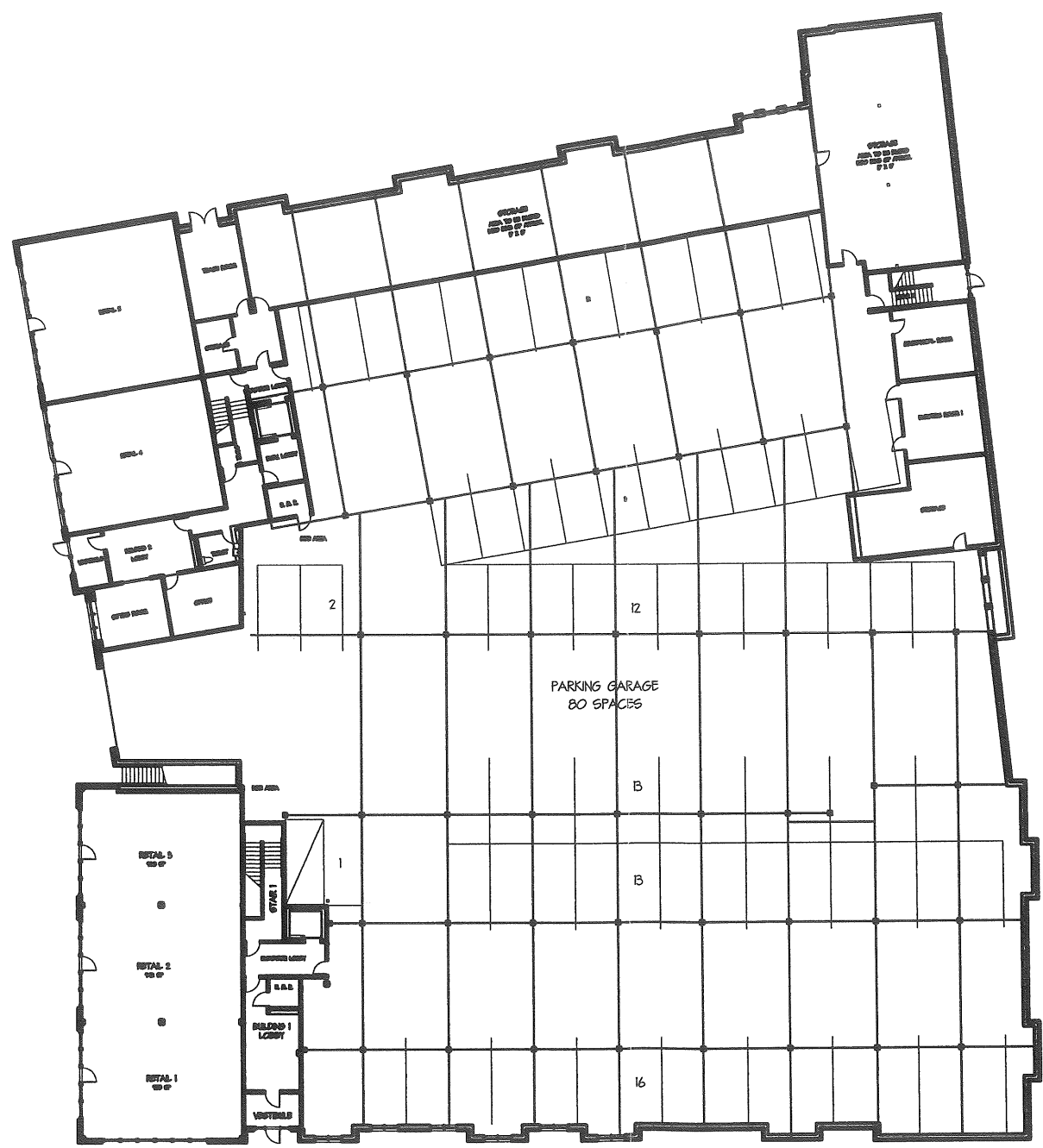
THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA .AUTOSAVE

THE BAY HOUSE  
Middle Street  
Portland, Maine

FIRST FLOOR PLAN  
Phase I/Buildings 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.1



**FIRST FLOOR PLAN  
PHASE I**  
 SCALE: 1/16" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 45,375 SF

**DAVID M. WHITE, ARCHITECT**  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

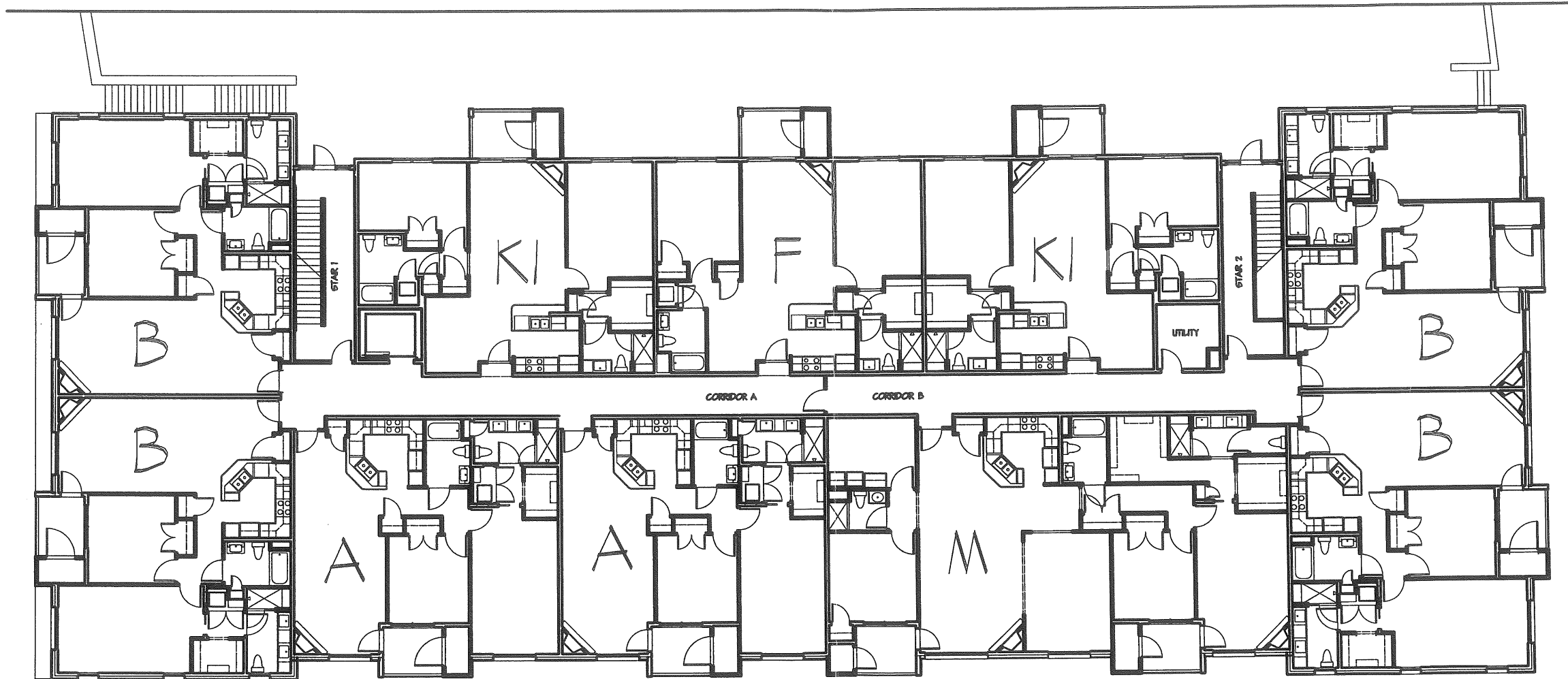
**THE VILLAGE AT OCEAN GATE, LLC**  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA .AUTOGAVE

**THE BAY HOUSE**  
 Middle Street  
 Portland, Maine

**FIRST FLOOR PLAN**  
 Phase I/Buildings 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
**P.1**



2nd FLOOR PLAN  
PHASE I, BUILDING 1

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING PATIOS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
403 Tbbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

SECOND FLOOR PLAN  
Phase I/Building 1  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.2

11C





2nd FLOOR PLAN  
 PHASE I, BUILDING 2  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING PATIOS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
 403 Tibbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02109

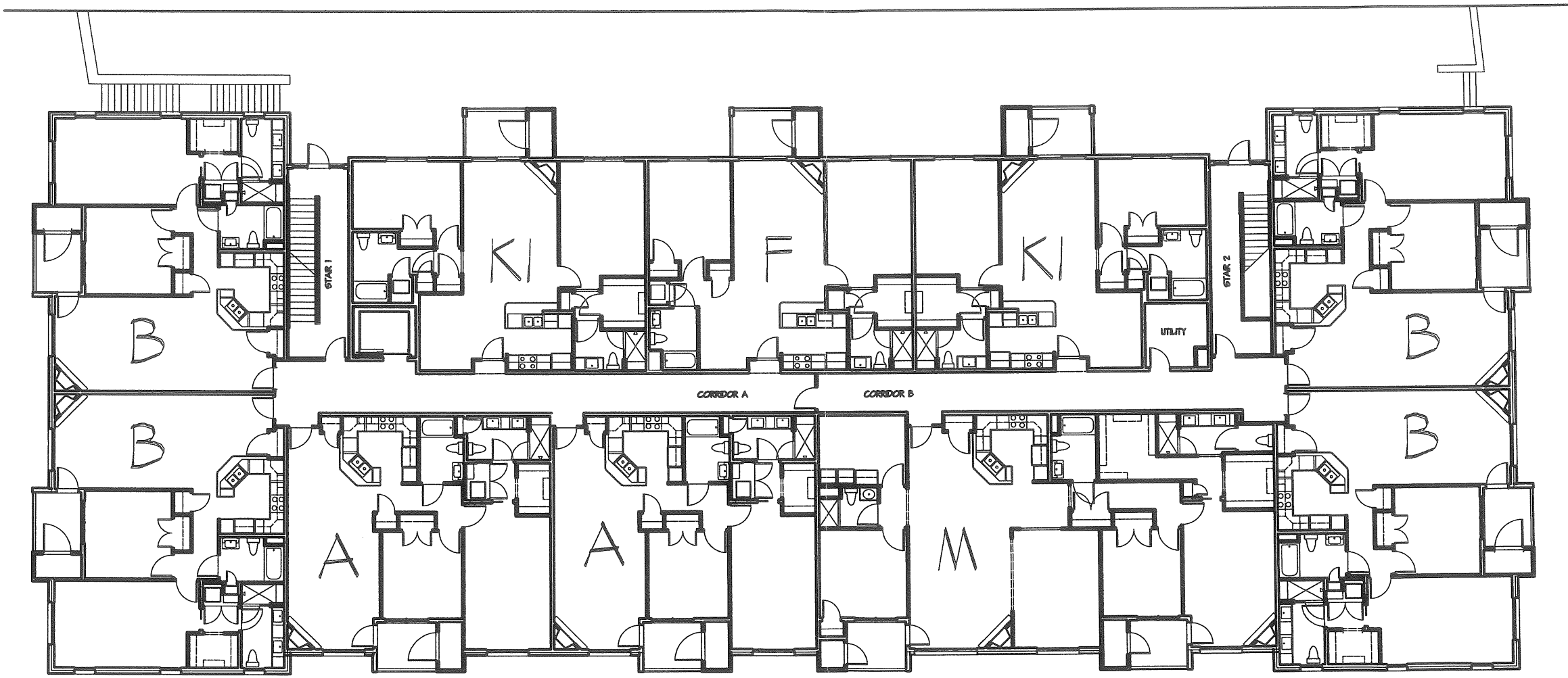
THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SECOND FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.3





3rd FLOOR PLAN  
 PHASE I, BUILDING I  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA :AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

THIRD FLOOR PLAN  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.4

11E



3rd FLOOR PLAN  
 PHASE I, BUILDING 2  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

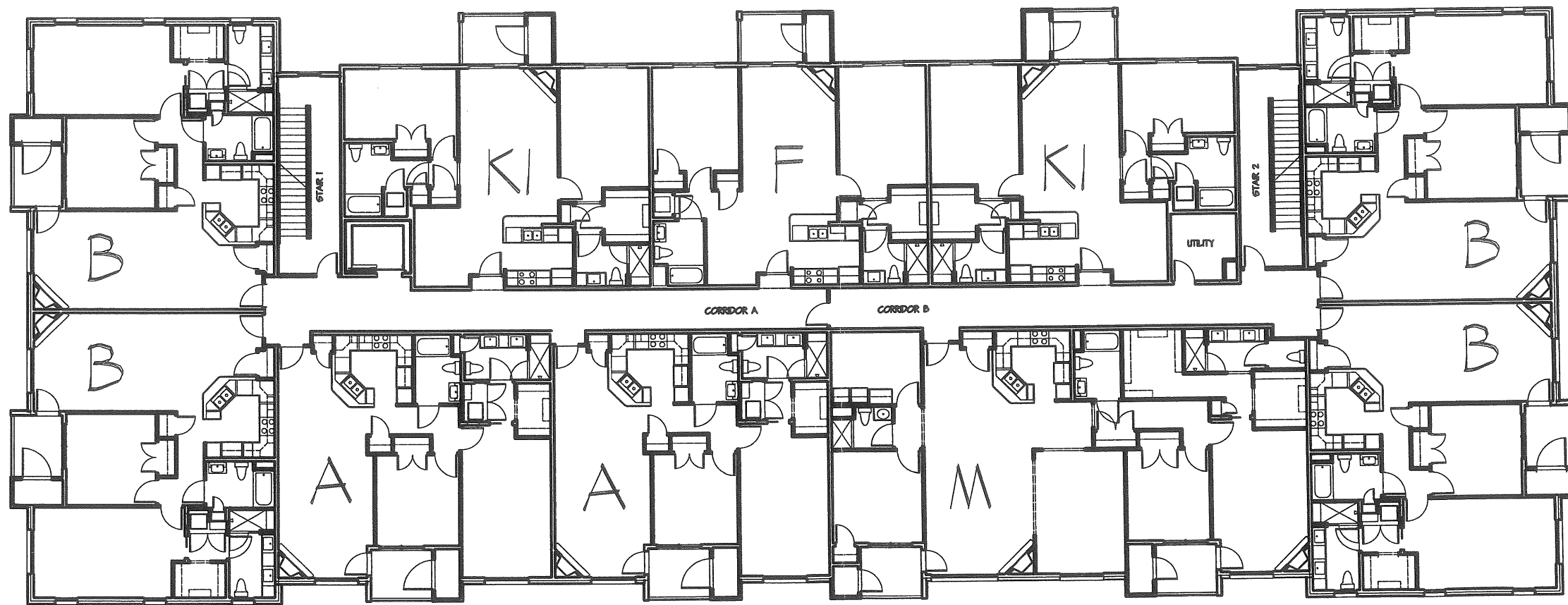
THE VILAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

THIRD FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.5



4th FLOOR PLAN  
 PHASE I, BUILDING I

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 471-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA .AUTOGAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FOURTH FLOOR PLAN  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.6



4th FLOOR PLAN  
 PHASE I, BUILDING 2  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

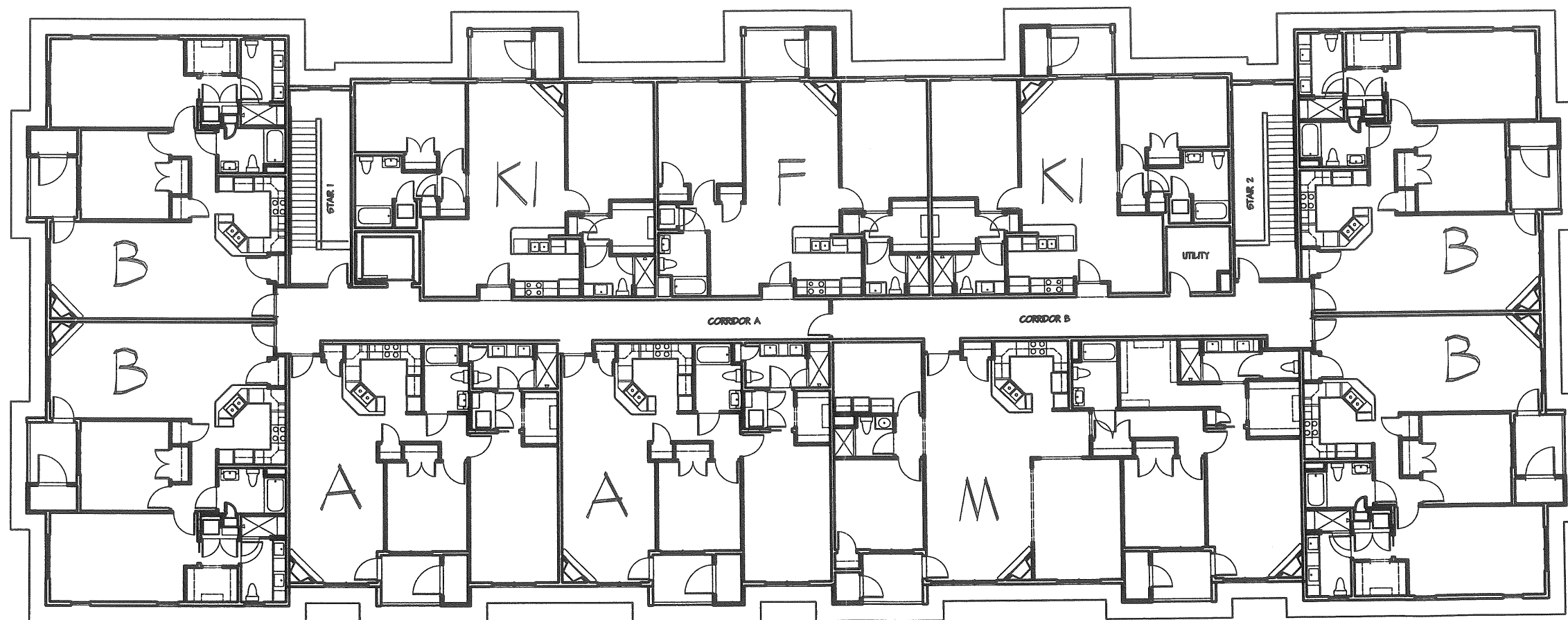
THE VILAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FOURTH FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.7



5th FLOOR PLAN  
PHASE I/ BUILDING I

SCALE: 1/8" = 1' 0"  
GROSS FLOOR AREA INCLUDING DECKS: 15,680 SF  
DECK AREA: 677 SF

DAVID M. WHITE, ARCHITECT  
403 Tobbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

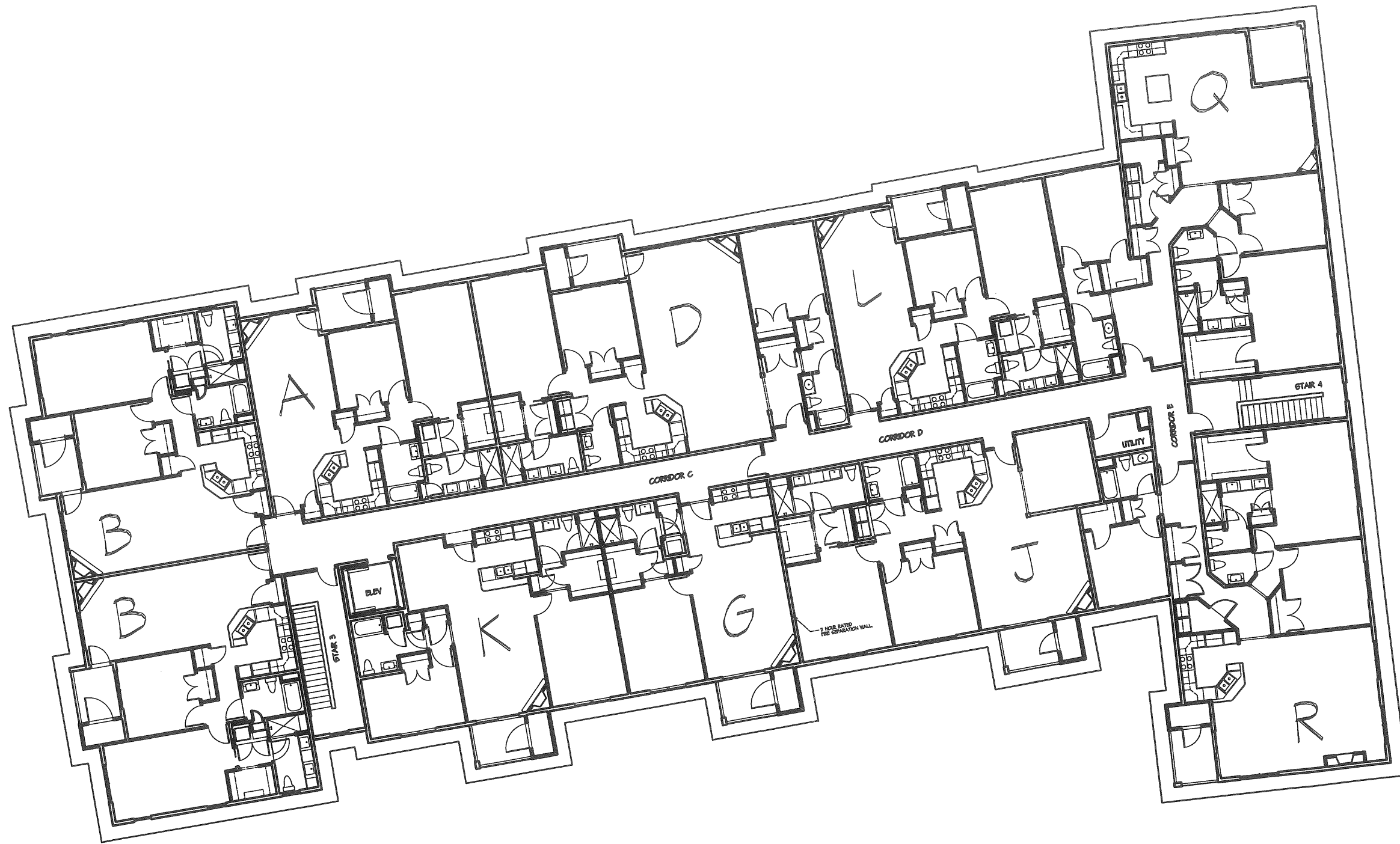
THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA -AUTOSAVE

THE BAY HOUSE  
Middle Street  
Portland, Maine

FIFTH FLOOR PLAN  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.8



5th FLOOR PLAN  
 PHASE I, BUILDING 2

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 16,808 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

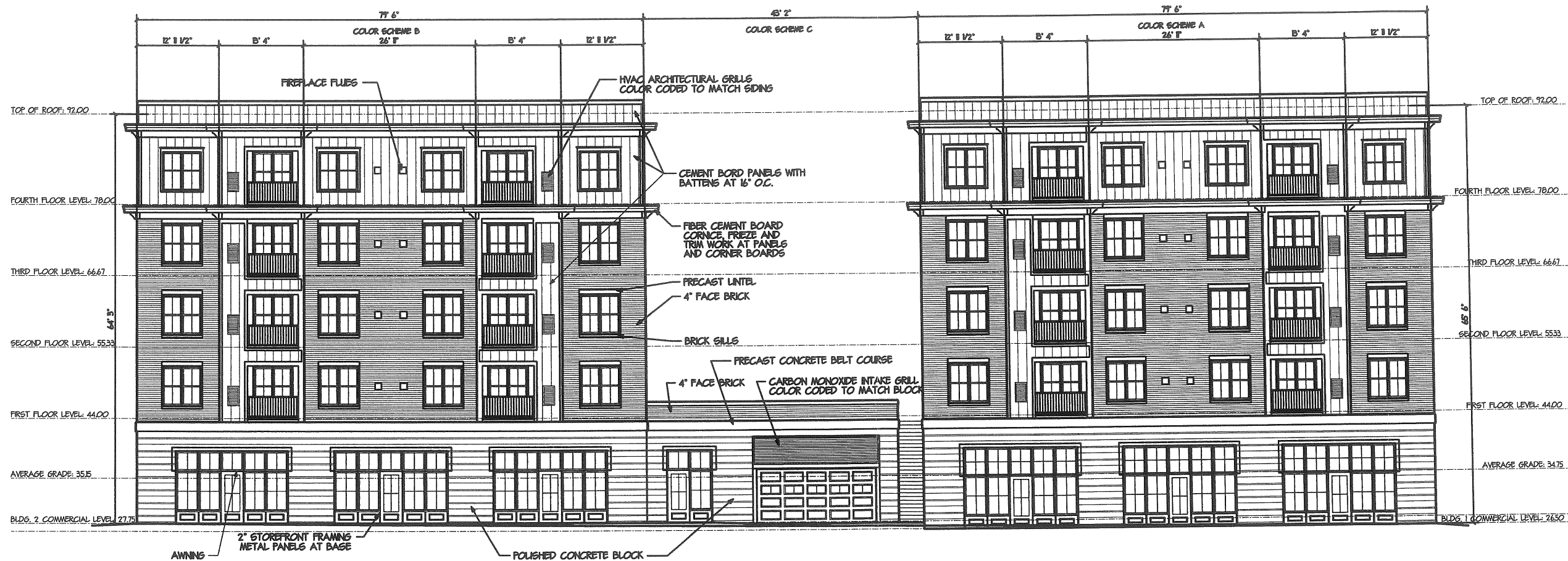
THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FIFTH FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.9





BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.

DAVID M. WHITE, ARCHITECT  
403 Tbbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

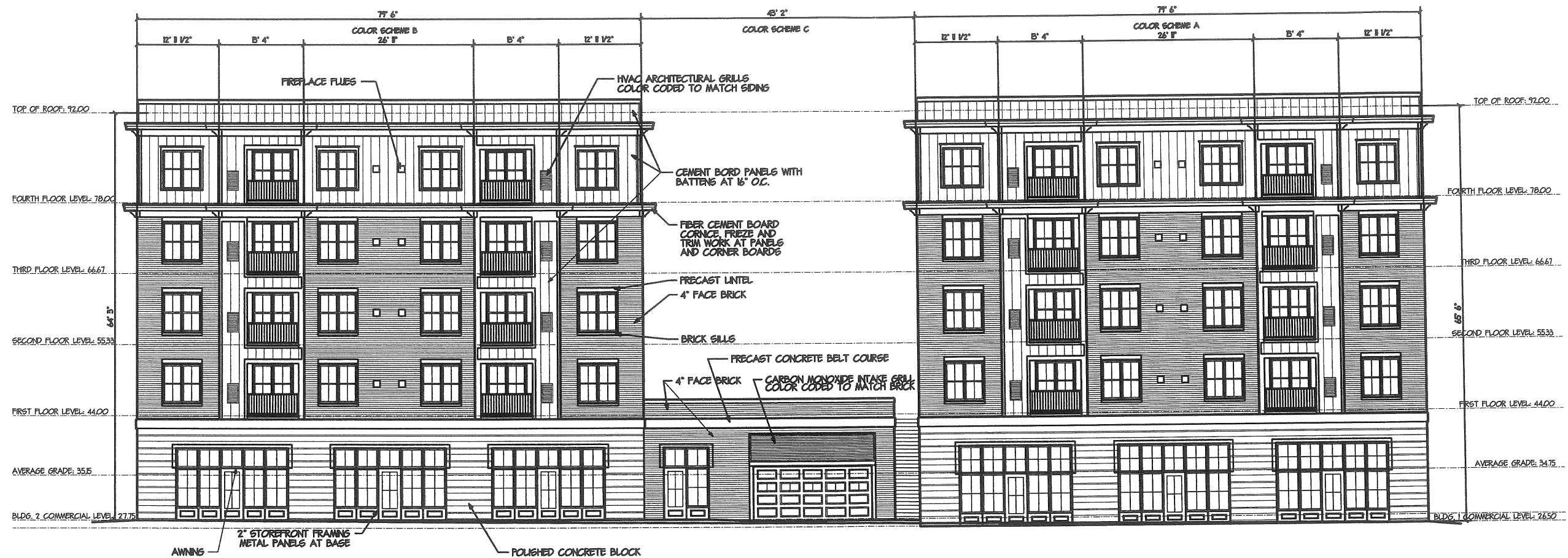
THE BAY HOUSE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.10





BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.

DAVID M. WHITE, ARCHITECT  
403 Tibbets Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

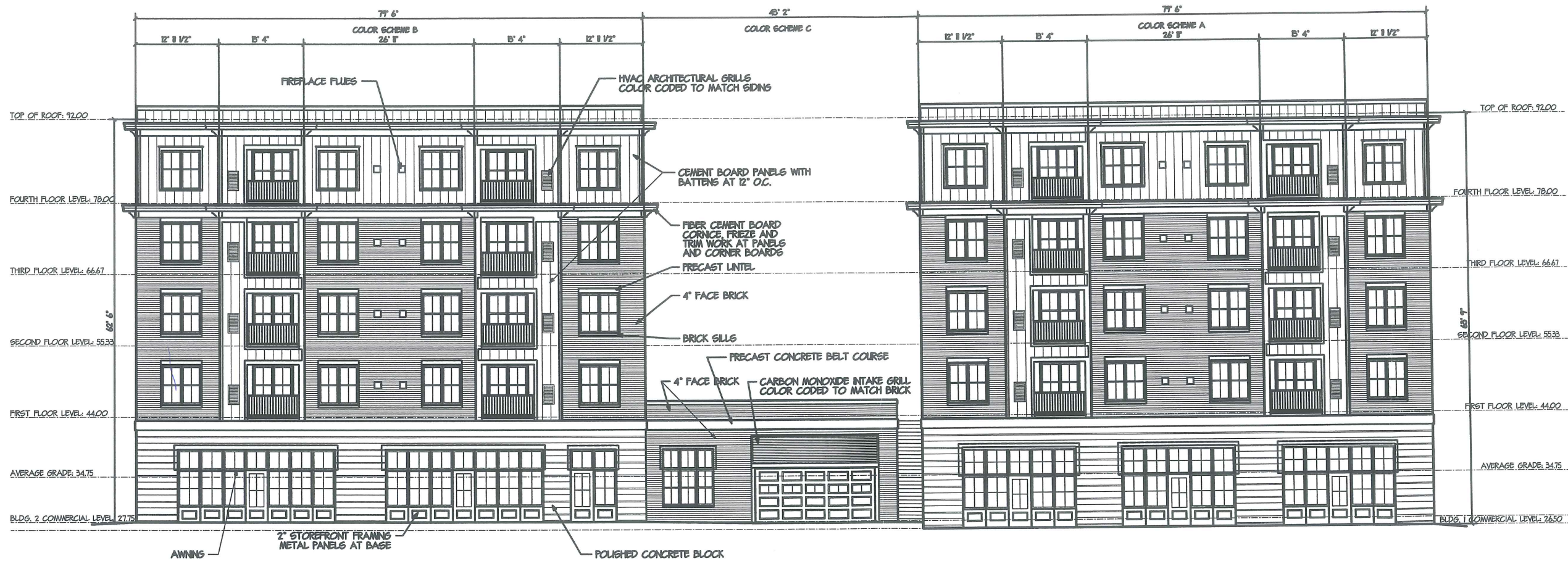
SOUTH ELEVATION  
Phase I/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.10



11M



BUILDINGS 1 & 2  
 MIDDLE STREET ELEVATION  
 SCALE: 1/16" = 1' 0"

NOTES:  
 LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
 ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SOUTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.10



DAVID M. WHITE, ARCHITECT  
403 Tibbatts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

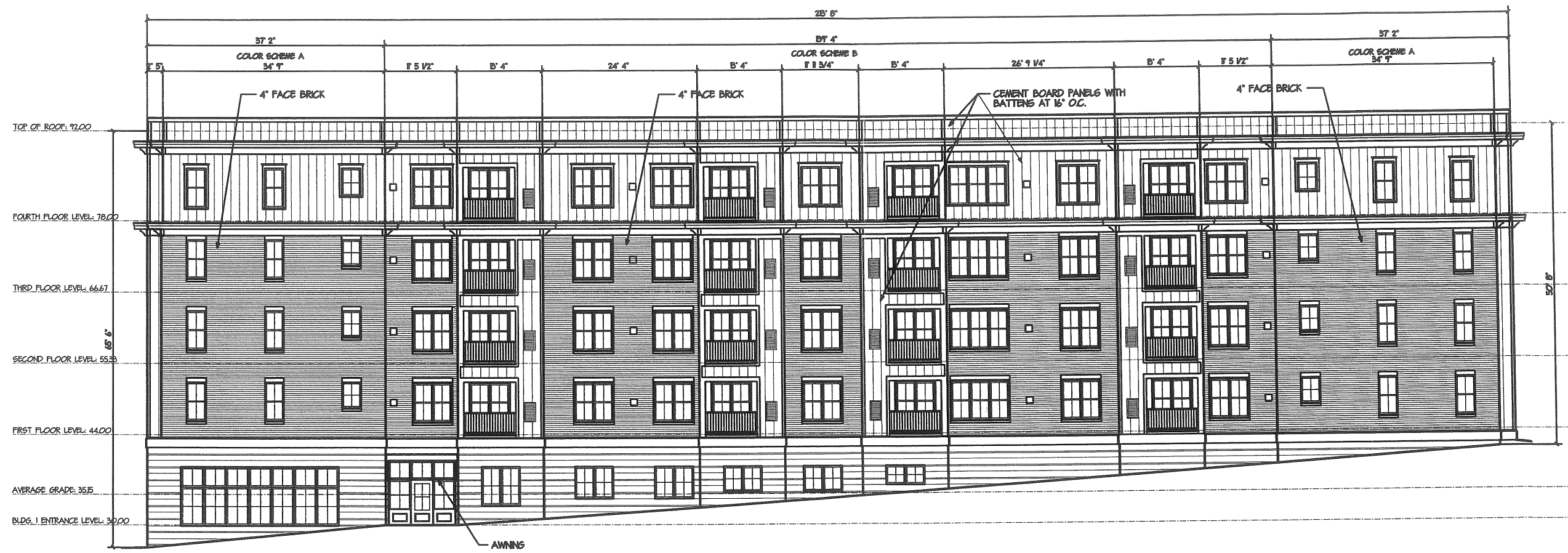
THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

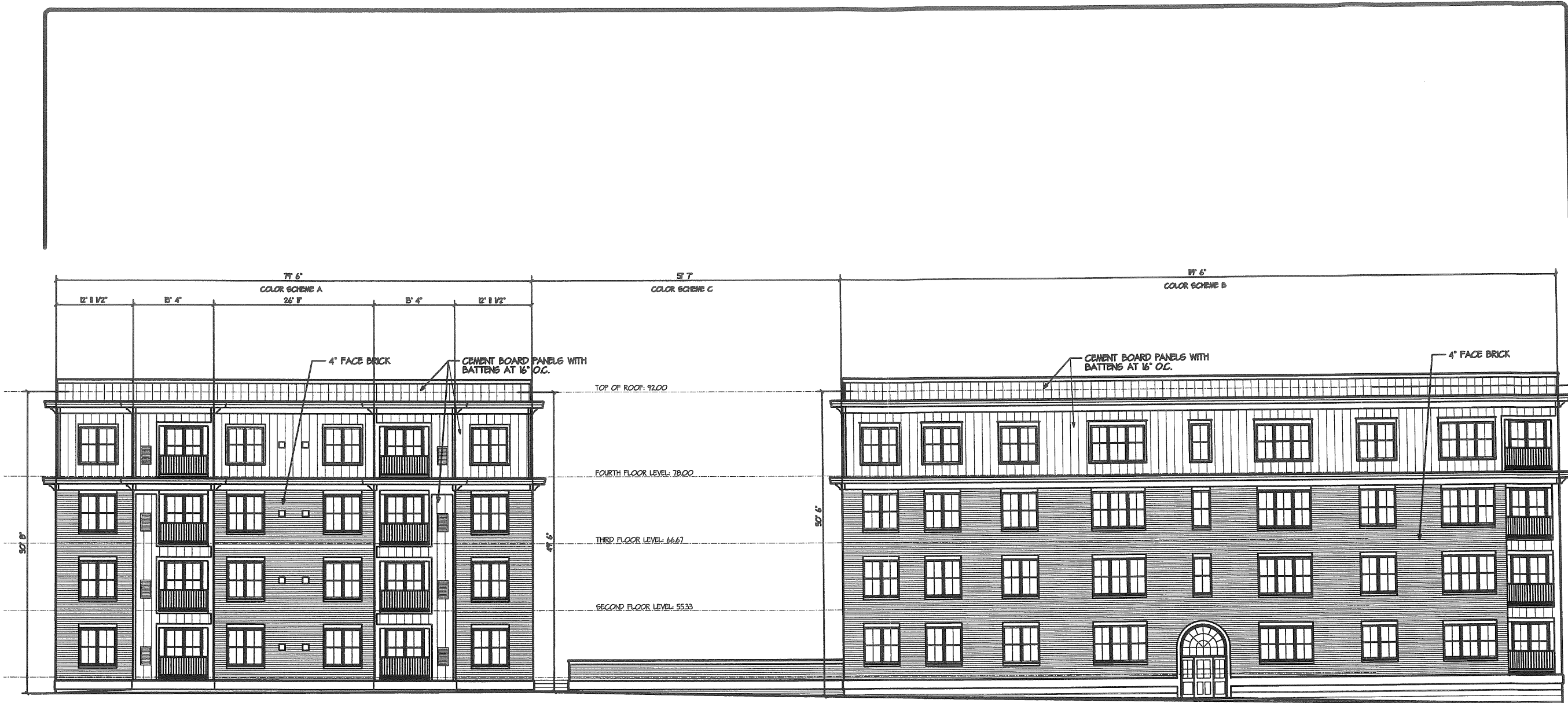
EAST ELEVATION  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.11

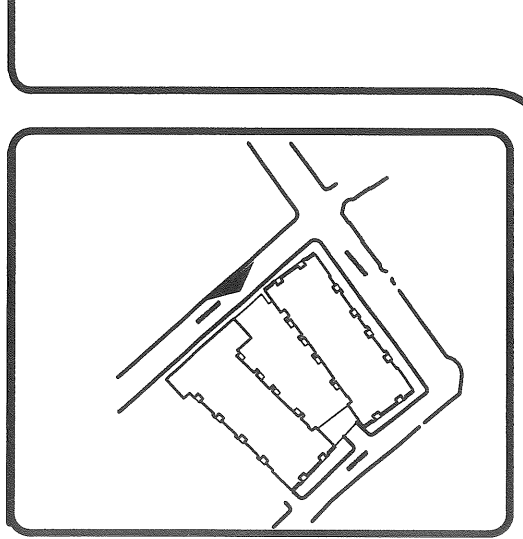


BUILDING I  
HANCOCK STREET ELEVATION



GARAGE ENTRANCE LEVEL: 27.50

BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION  
 SCALE: 1/16" = 1' 0"



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 Goffstown, New Hampshire 03045  
 (603) 497-3405

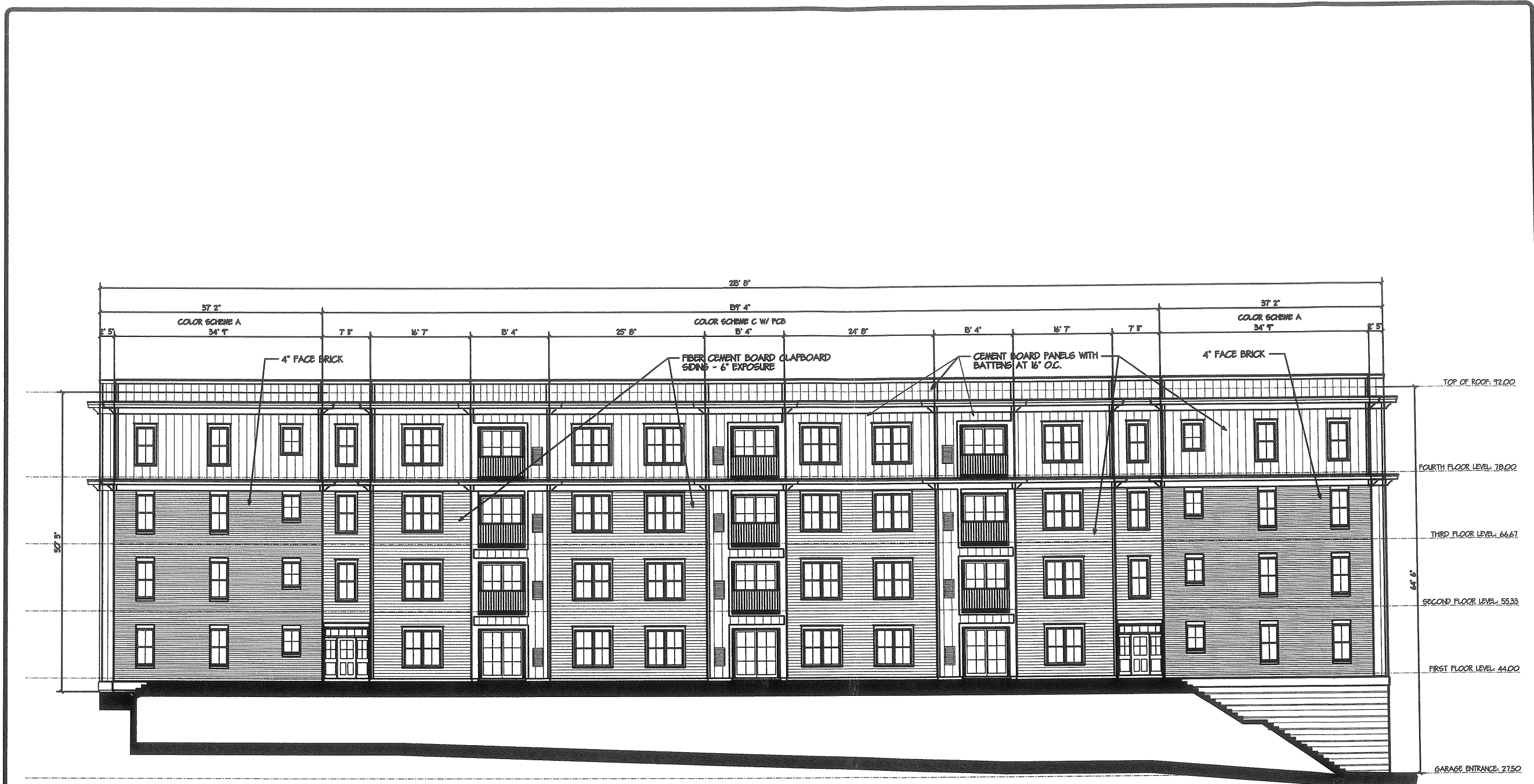
THE VILAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

NORTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.12



**DAVID M. WHITE, ARCHITECT**  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

**THE VILLAGE AT OCEAN GATE, LLC**  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

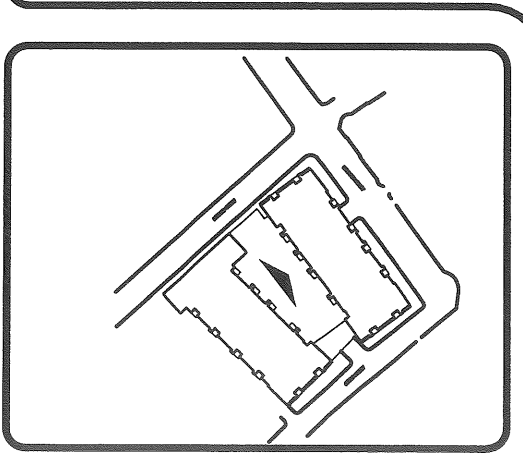
**THE BAY HOUSE**  
 Middle Street  
 Portland, Maine

**WEST ELEVATION**  
 Phase 1/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
**P.13**

**BUILDING 1**  
**WEST COURTYARD ELEVATION**  
 SCALE: 1/16" = 1' 0"





TOP OF ROOF: 92.00  
 FOURTH FLOOR LEVEL: 78.00  
 THIRD FLOOR LEVEL: 66.67  
 SECOND FLOOR LEVEL: 55.33  
 FIRST FLOOR LEVEL: 44.00  
 AVERAGE GRADE: 35.5  
 GARAGE ENTRANCE: 27.50

37' 2" COLOR SCHEME B 34' 9"  
 7' 1" 15' 7" 8' 4" 26' 6" COLOR SCHEME C W/ PCB 8' 4" 14' 8" 8' 4" 7' 1" 12' 5" 7' 0" COLOR SCHEME B 27' 0"

4" FACE BRICK

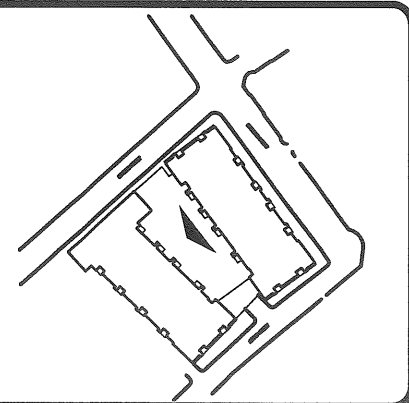
FIBER CEMENT BOARD GLAPBOARD SIDING - 6" EXPOSURE

CEMENT BOARD PANELS WITH BATTENS AT 16" O.C.

4" FACE BRICK

64' 6"

8' 3"



BUILDING 2  
 EAST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"

DAVID M. WHITE, ARCHITECT  
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 P. O. Box 447  
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 (603) 497-3405

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 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

EAST ELEVATION  
 Phase 1/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.14



112



BUILDING 2  
WEST ELEVATION  
SCALE: 1/16" = 1' 0"

DAVID M. WHITE, ARCHITECT  
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Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

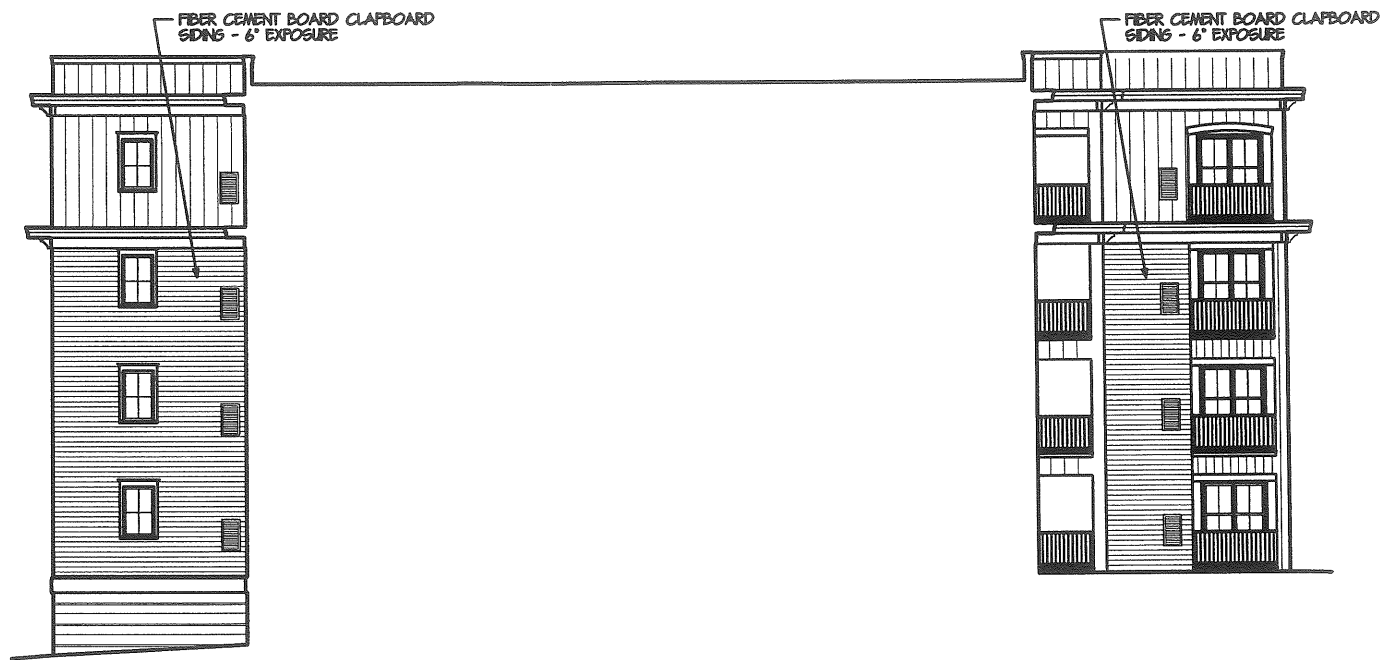
THE BAY HOUSE  
Middle Street  
Portland, Maine

WEST ELEVATION  
Phase 1/Building 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

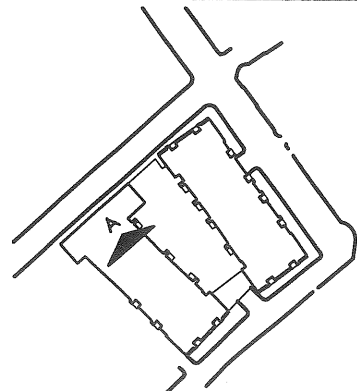
DRG. NO.  
P.15





ELEVATION A

BUILDING 2  
ELEVATION A THROUGH BUILDING  
SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

ELEVATION A  
 Phase 1/Building 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.16







AA. 11V





K111-1100

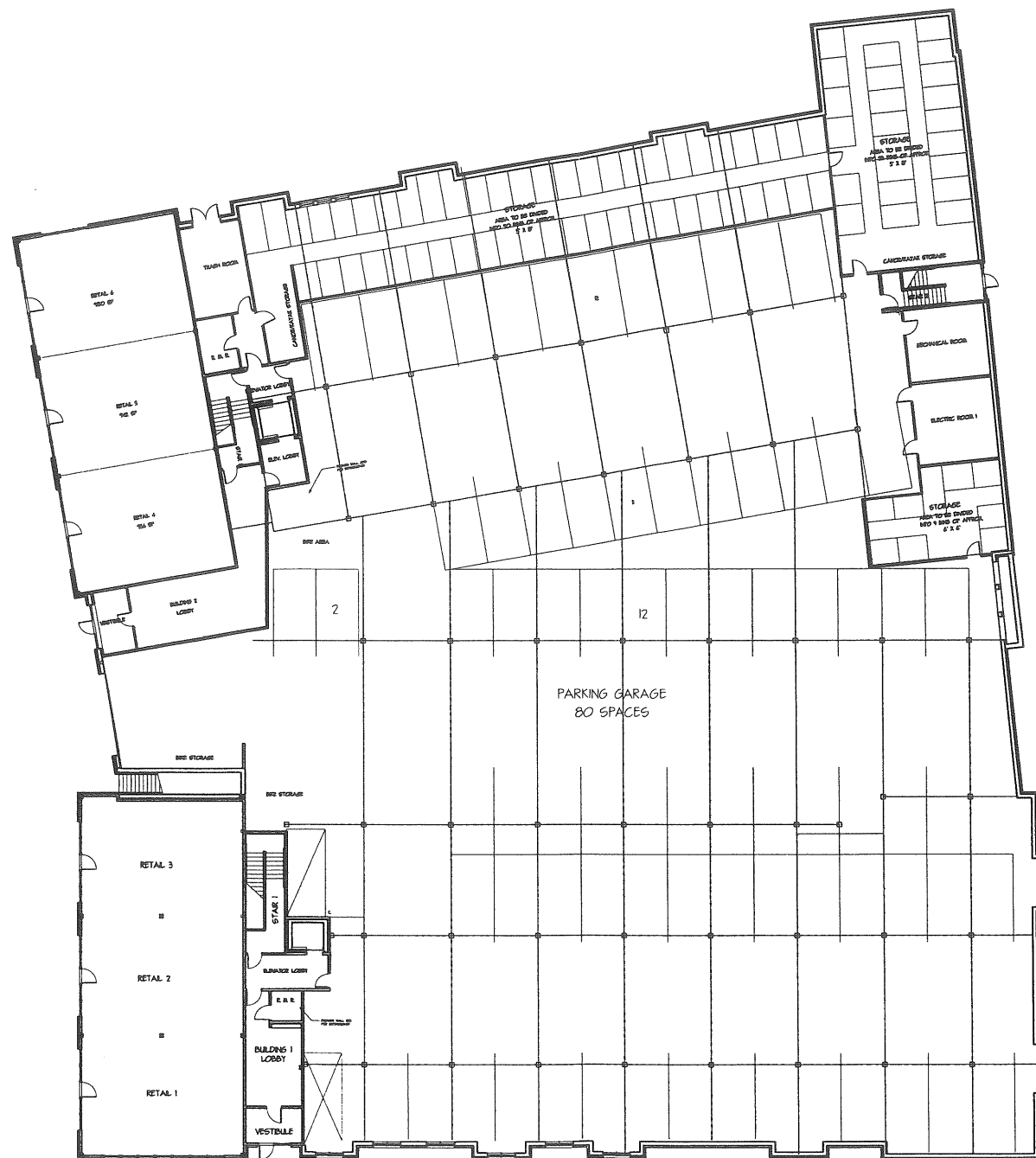




11.11.18







FIRST FLOOR PLAN  
 PHASE 1  
 SCALE: 1/16" = 1' 0"  
 GROSS FLOOR AREA: 45,369 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA .AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FIRST FLOOR PLAN  
 Phase 1/Buildings 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 22, 2008

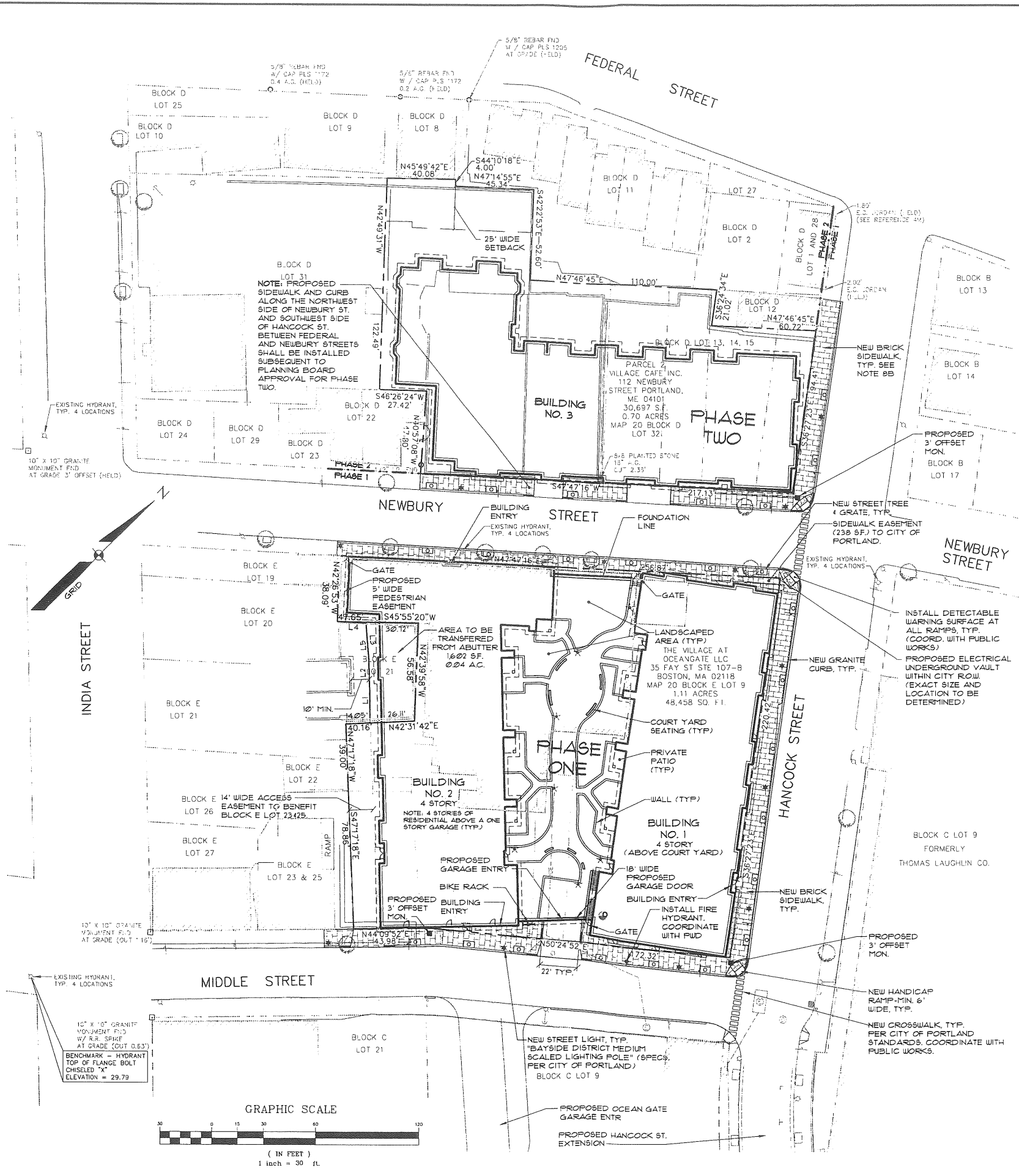
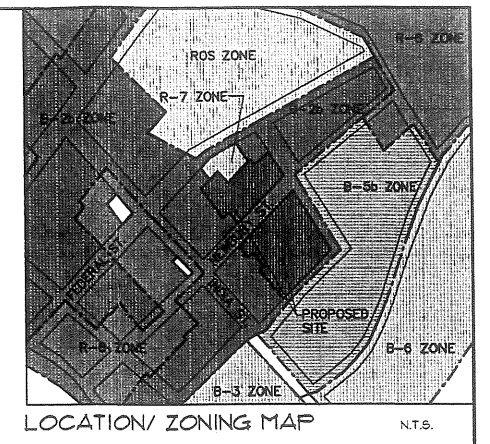
REVISIONS:

DRG. NO.  
 P.1



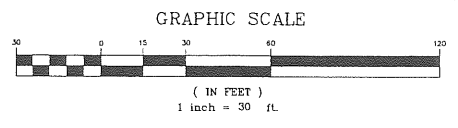






**LEGEND**

| EXISTING | DESCRIPTION        | PROPOSED |
|----------|--------------------|----------|
| ---      | BOUNDARY LINE/ROW  | ---      |
| ---      | ABUTTER LINE/ROW   | ---      |
| ---      | EASEMENT           | ---      |
| □        | MONUMENT           | □        |
| ○        | IRON PIPE/ROD      | ○        |
| ⊙        | DRILLHOLE          | ⊙        |
| ⊙        | CURVE/LINE NO.     | ⊙        |
| □        | BENCHMARK          | □        |
| ---      | BUILDING           | ---      |
| ---      | SIGN               | ---      |
| ---      | EDGE PAVEMENT      | ---      |
| ---      | PAVEMENT PAINT     | ---      |
| ---      | GRAVEL ROAD        | ---      |
| ---      | CURBLINE           | ---      |
| ○        | DECIDUOUS TREE     | ○        |
| ○        | CONIFEROUS TREE    | ○        |
| +        | GATE VALVE         | +        |
| +        | HYDRANT            | +        |
| +        | SEWER PH           | +        |
| +        | CATCH BASIN        | +        |
| +        | DRAINAGE PH        | +        |
| +        | ELECTRICAL MANHOLE | +        |
| +        | TELEPHONE MANHOLE  | +        |
| +        | LIGHT POLE         | +        |
| +        | UTILITY POLE       | +        |
| +        | GUY                | +        |



|      |     |         |  |
|------|-----|---------|--|
| REV: | BY: | DATE:   | STATUS:                                    |
|      |     | 4-22-08 | SUBMITTED TO PLANNING BOARD PUBLIC HEARING |

THIS PLAN SHALL NOT BE USED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

**Sebago Technics**  
 Engineering Expertise You Can Build On  
 One Chestnut Street  
 Westbrook, ME 04098-1339  
 Tel: (207) 648-0277

PROJECT NO. | FIELD BOOK | DESIGN | CHKD | DRAWN  
 05109 | | | | BCM

**OVERALL SITE PLAN**  
 OF  
**THE BAY HOUSE**  
 112 NEWBURY ST., 113 NEWBURY ST., 40 HANCOCK ST.  
 PORTLAND, MAINE  
 FOR  
**THE VILLAGE AT OCEAN GATE, LLC**  
 133 PEARL STREET, SUITE 400  
 BOSTON, MA 02110

|        |          |
|--------|----------|
| DATE   | SCALE    |
| 8/3/05 | 1" = 30' |

**SHEET 1 OF 1**

05109S



FIRST FLOOR PLAN  
PHASE I

SCALE: 1/8" = 1' 0"  
GROSS FLOOR AREA INCLUDING DECKS: 45,566 SF

DAVID M. WHITE, ARCHITECT  
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P. O. Box 447  
Goffstown, New Hampshire 03045  
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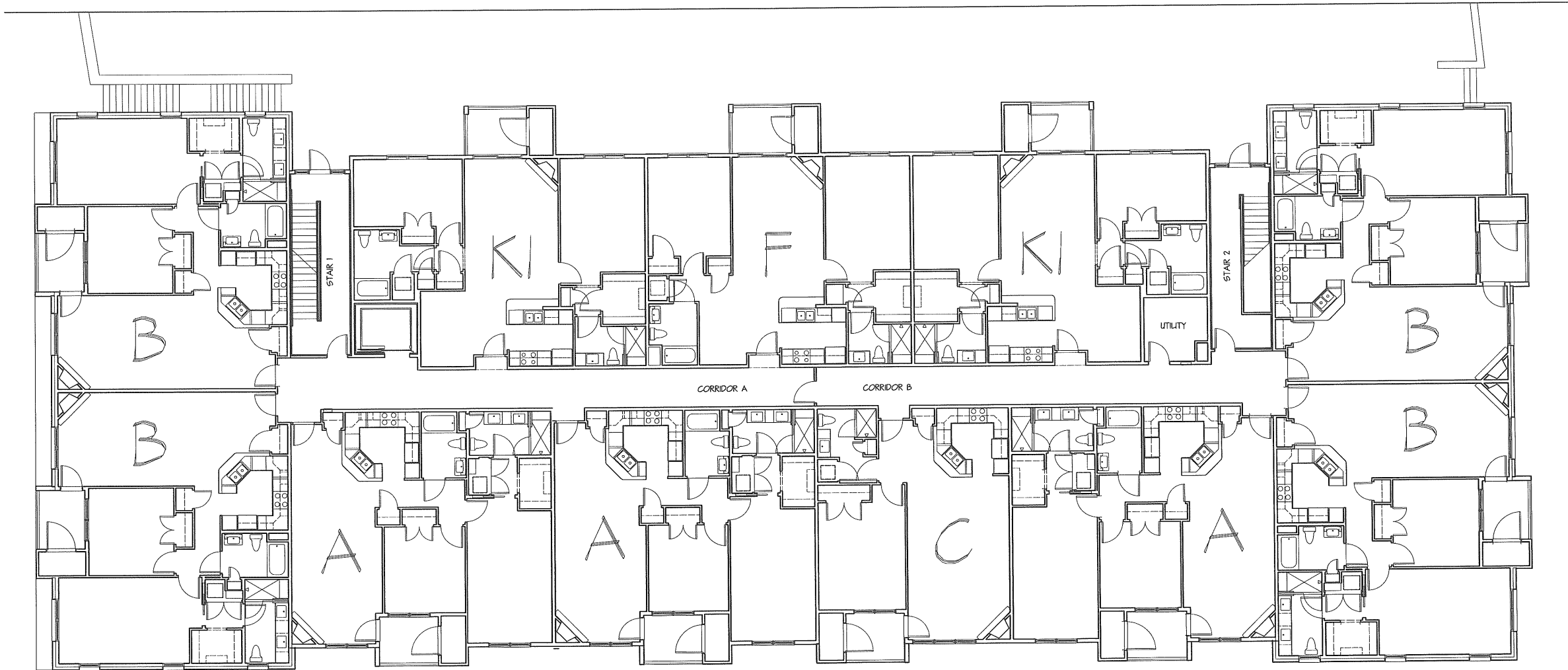
THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

FIRST FLOOR PLAN  
Phase I/Buildings 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

REVISIONS:

DRG. NO.  
P.1



2nd FLOOR PLAN  
PHASE I, BUILDING I

SCALE: 1/8" = 1' 0"  
GROSS FLOOR AREA INCLUDING PATIOS: 15,811 SF  
PATIO AREA: 677 SF

DAVID M. WHITE, ARCHITECT  
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P. O. Box 447  
Goffstown, New Hampshire 03045  
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GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

SECOND FLOOR PLAN  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-006  
Date: February 18, 2008

REVISIONS:

DRG. NO.  
P.2



2nd FLOOR PLAN  
PHASE 1, BUILDING 2

SCALE: 1/8" = 1' 0"  
GROSS FLOOR AREA INCLUDING PATIOS: 17,098 SF  
PATIO AREA: 744 SF

DAVID M. WHITE, ARCHITECT  
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Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 0210

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

SECOND FLOOR PLAN  
Phase 1/Building 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

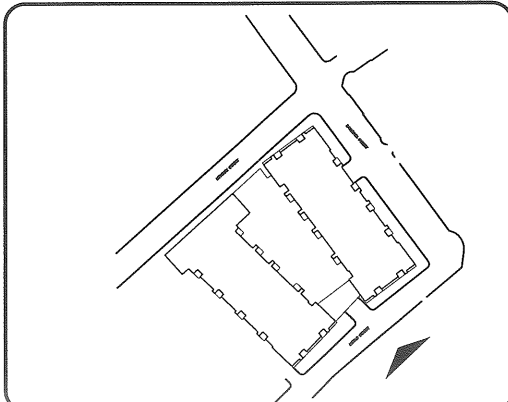
REVISIONS:

DRG. NO.  
P.3



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS  
TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST  
HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE  
EITHER FACTORY FINISHED OR FIELD FINISHED TO  
COORDINATE WITH THE COLOR OF THE FINISH IN  
WHICH THERE ARE TO BE INSTALLED.



DAVID M. WHITE, ARCHITECT  
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P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

REVISIONS:

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P.4

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 GFI Partners  
 93 Pearl Street  
 Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
 Middle Street  
 Portland, Maine

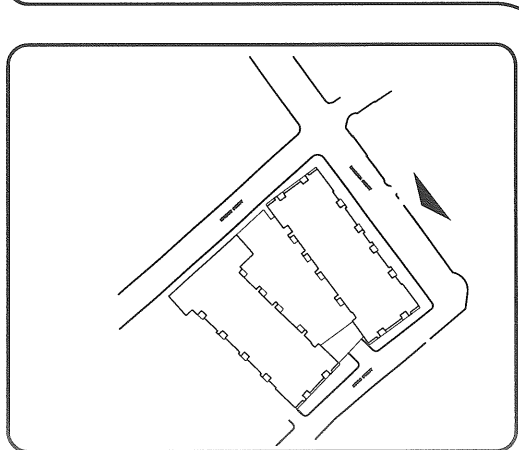
EAST ELEVATION  
 Phase I/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: February II, 2008

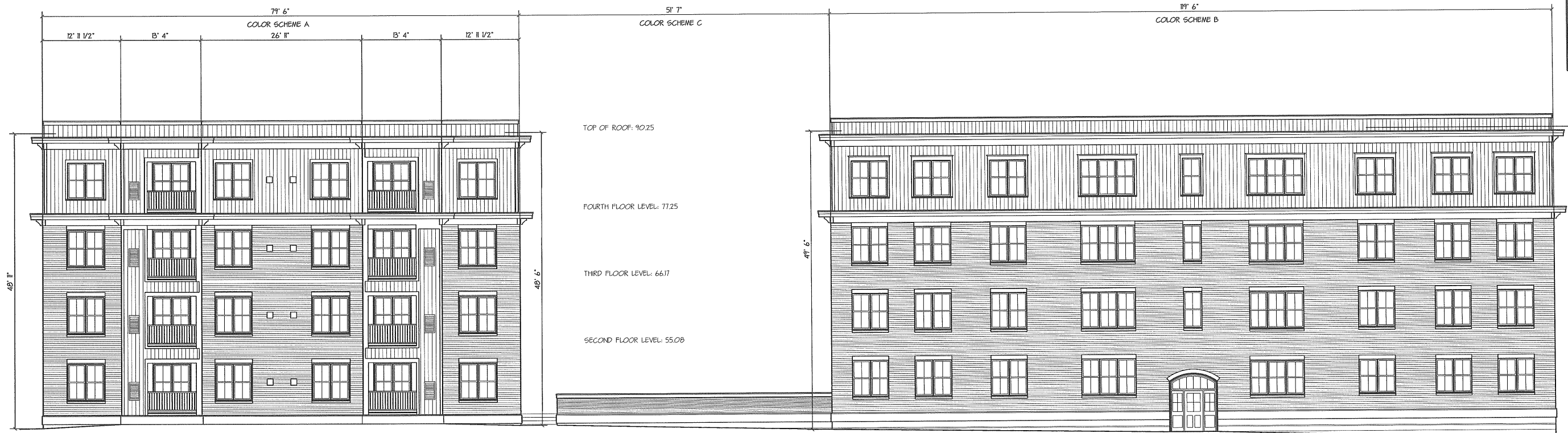
REVISIONS:

DRG. NO.  
 P.5



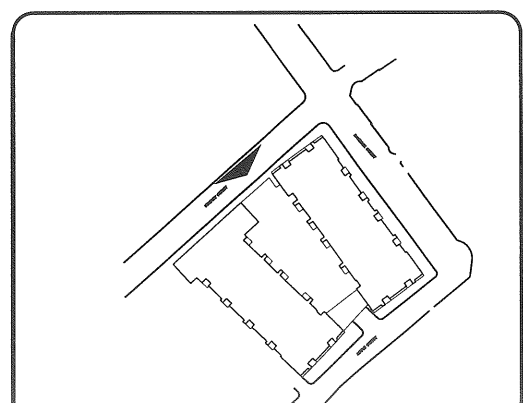
BUILDING 1  
 HANCOCK STREET ELEVATION  
 SCALE: 1/8" = 1' 0"





GARAGE ENTRANCE LEVEL: 21.50

BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION  
 SCALE: 1/16" = 1' 0"



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 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 GFI Partners  
 93 Pearl Street  
 Boston, MA 0210

THE VILLAGE AT OCEAN GATE  
 Middle Street  
 Portland, Maine

NORTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: February 18, 2008

REVISIONS:

DRG. NO.  
 P.6





BUILDING 2  
WEST ELEVATION  
SCALE: 1/16" = 1' 0"

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(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

WEST ELEVATION  
Phase 1/Building 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: August 27, 2007

REVISIONS:

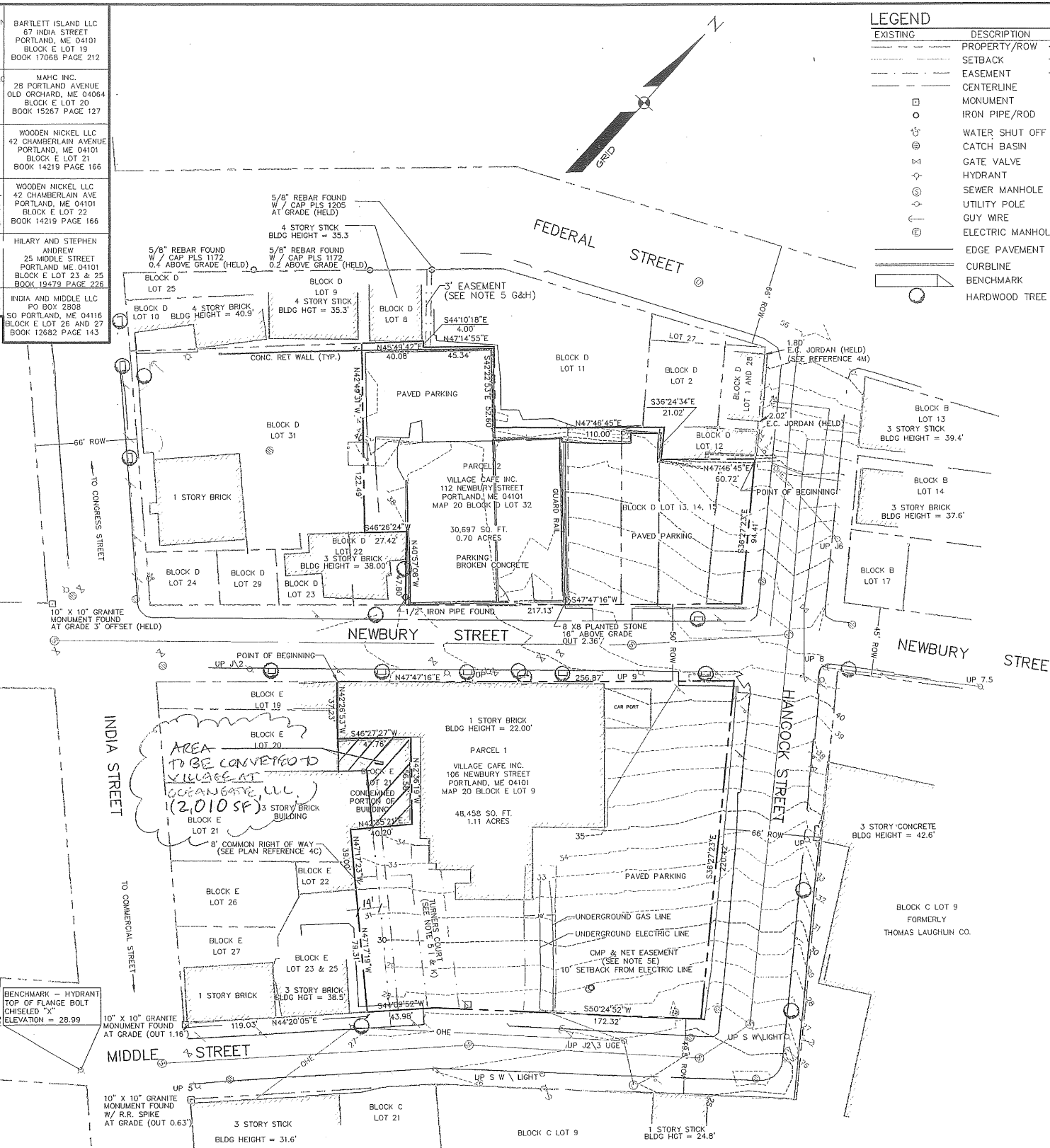
DRG. NO.  
P.9

Table listing adjacent property owners and their details, including names, addresses, and parcel information.

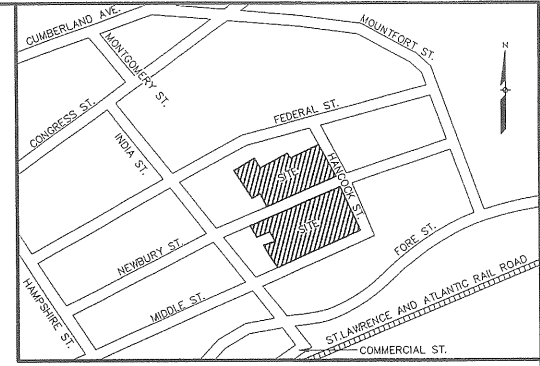
ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

Detailed legal descriptions for Parcel 1 and Parcel 2, including bearings, distances, and references to other documents.



LEGEND table with columns for EXISTING, DESCRIPTION, and PROPOSED. Lists symbols for various features like easements, centerlines, monuments, and utilities.



LOCATION MAP

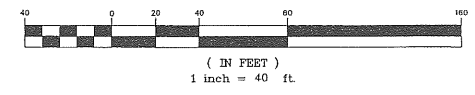
GENERAL NOTES:

- List of 15 general notes providing project details, including owner information, survey dates, and references to other documents.

SPACE & BULK REQUIREMENTS

Regulatory requirements for setbacks, height, and area, including minimum lot size and maximum structure height.

GRAPHIC SCALE



REVISIONS

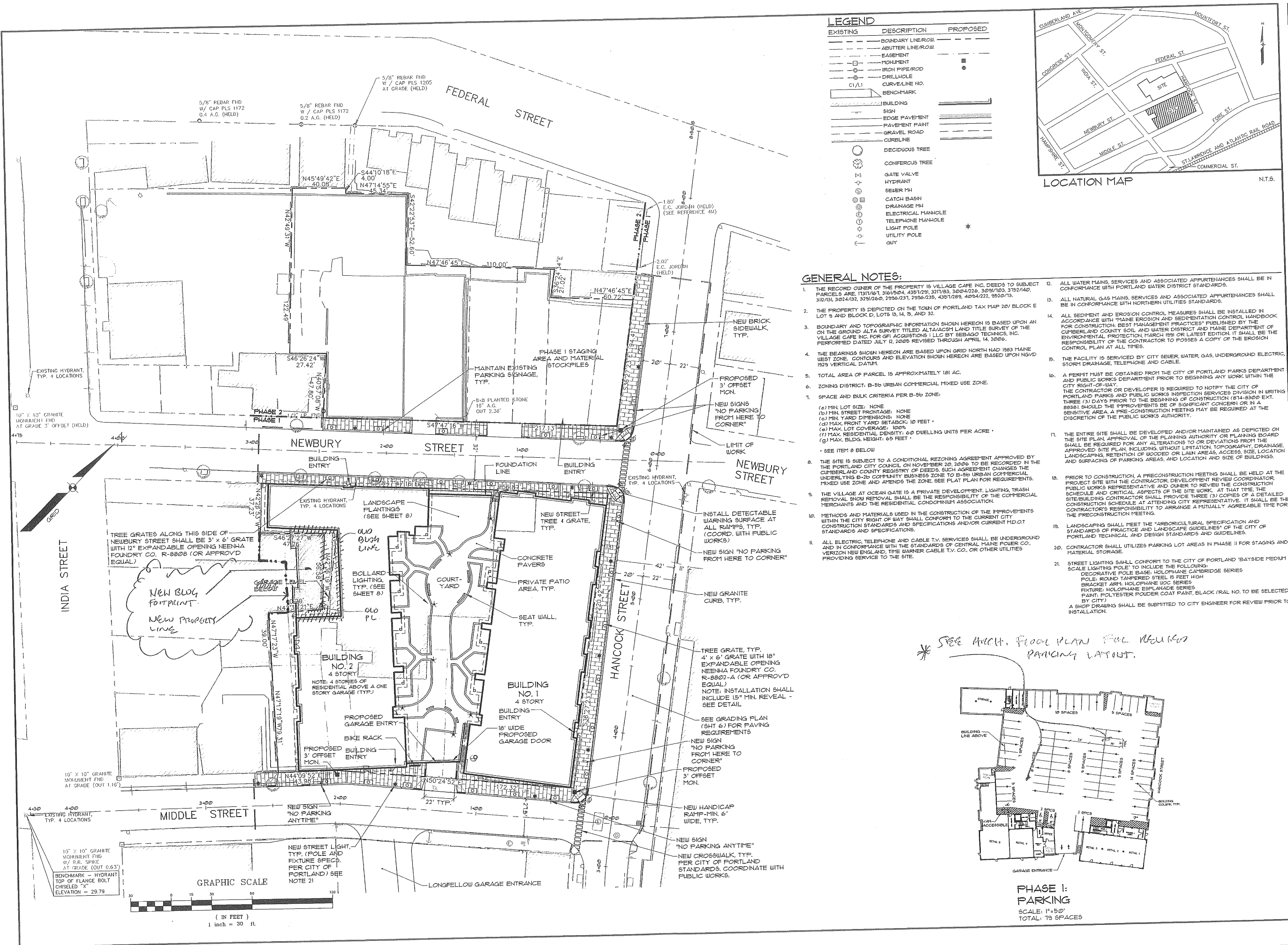
Table of revisions with columns for DATE, BY, and DESCRIPTION, detailing changes to the plan.

Sebago Technics logo and contact information, including address and phone number.

Project information including title 'ALTA / ACSM LAND TITLE SURVEY', client 'VILLAGE CAFE INC', and sheet number 'SHEET 1 OF 1'.

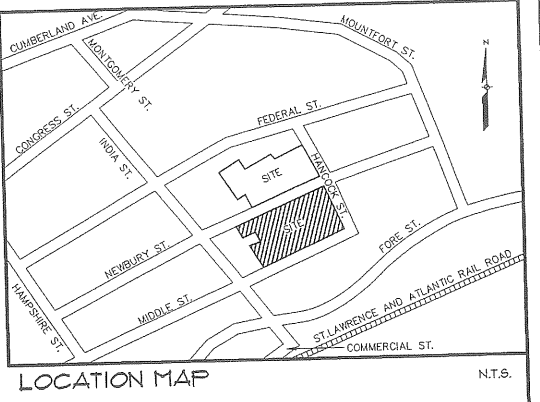
SURVEYOR'S STATEMENT

Professional statement from the surveyor regarding the accuracy and compliance of the survey.



**LEGEND**

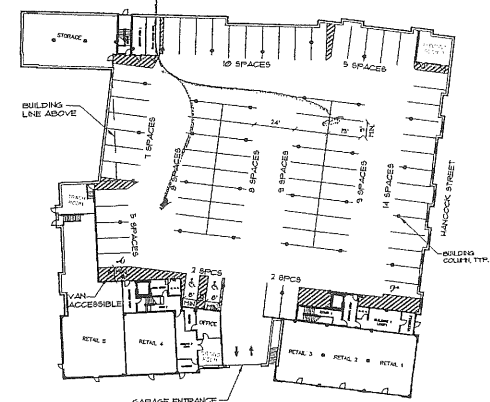
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|----------|--------------------|----------|
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| ---      | ABUTTER LINE/ROW   | ---      |
| ---      | EASEMENT           | ---      |
| ⊙        | MONUMENT           | ⊙        |
| ⊙        | IRON PIPE/ROD      | ⊙        |
| ⊙        | DRILLHOLE          | ⊙        |
| ⊙        | CURV/LINE NO.      | ⊙        |
| ⊙        | BENCHMARK          | ⊙        |
| ---      | BUILDING           | ---      |
| ---      | SIGN               | ---      |
| ---      | EDGE PAVEMENT      | ---      |
| ---      | PAVEMENT PAINT     | ---      |
| ---      | GRAVEL ROAD        | ---      |
| ---      | CURBLINE           | ---      |
| ⊙        | DECIDUOUS TREE     | ⊙        |
| ⊙        | CONIFEROUS TREE    | ⊙        |
| ⊙        | GATE VALVE         | ⊙        |
| ⊙        | HYDRANT            | ⊙        |
| ⊙        | SEWER MH           | ⊙        |
| ⊙        | CATCH BASIN        | ⊙        |
| ⊙        | DRAINAGE MH        | ⊙        |
| ⊙        | ELECTRICAL MANHOLE | ⊙        |
| ⊙        | TELEPHONE MANHOLE  | ⊙        |
| ⊙        | LIGHT POLE         | ⊙        |
| ⊙        | UTILITY POLE       | ⊙        |
| ⊙        | GUY                | ⊙        |



**GENERAL NOTES:**

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE: 1311/161, 316/162, 435/1291, 321/183, 302/4226, 302/1103, 315/140, 312/131, 302/432, 329/260, 2936/231, 2936/235, 435/1283, 402/4222, 952/13.
- THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20/ BLOCK E LOT 9 AND BLOCK D, LOTS 14, 15, AND 32.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND ALTA SURVEY TITLED ALTA/ACSM LAND TITLE SURVEY OF THE VILLAGE CAFE INC. FOR GFI ACQUISITIONS I LLC BY SEBAGO TECHNICS, INC. PERFORMED DATED JULY 12, 2005 REVISED THROUGH APRIL 14, 2006.
- THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH NAD 83 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NSVD 1929 VERTICAL DATUM.
- TOTAL AREA OF PARCEL IS APPROXIMATELY 181 AC.
- ZONING DISTRICT: B-50 URBAN COMMERCIAL MIXED USE ZONE.
- SPACE AND BULK CRITERIA PER B-50 ZONE:
  - (a) MIN. LOT SIZE: NONE
  - (b) MIN. STREET FRONTAGE: NONE
  - (c) MIN. YARD DIMENSIONS: NONE
  - (d) MAX. FRONT YARD SETBACK: 10 FEET
  - (e) MAX. LOT COVERAGE: 100%
  - (f) MAX. RESIDENTIAL DENSITY: 60 DWELLING UNITS PER ACRE
  - (g) MAX. BLDG. HEIGHT: 65 FEET
- SEE ITEM 8 BELOW
- THE SITE IS SUBJECT TO A CONDITIONAL REZONING AGREEMENT APPROVED BY THE PORTLAND CITY COUNCIL ON NOVEMBER 20, 2006 TO BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS. SUCH AGREEMENT CHANGES THE UNDERLYING B-25 COMMUNITY BUSINESS ZONE TO B-50 URBAN COMMERCIAL MIXED USE ZONE AND AMENDS THE ZONE. SEE FLAT PLAN FOR REQUIREMENTS.
- THE VILLAGE AT OCEAN GATE IS A PRIVATE DEVELOPMENT. LIGHTING, TRASH REMOVAL, SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE COMMERCIAL MERCHANTS AND THE RESIDENTIAL CONDOMINIUM ASSOCIATION.
- METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE CURRENT CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS AND/OR CURRENT MDOT STANDARDS AND SPECIFICATIONS.
- ALL ELECTRIC, TELEPHONE AND CABLE TV SERVICES SHALL BE UNDERGROUND AND IN CONFORMANCE WITH THE STANDARDS OF CENTRAL MAINE POWER CO., VERIZON NEW ENGLAND, TIME WARNER CABLE TV CO. OR OTHER UTILITIES PROVIDING SERVICE TO THE SITE.
- ALL WATER MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH PORTLAND WATER DISTRICT STANDARDS.
- ALL NATURAL GAS MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH NORTHERN UTILITIES STANDARDS.
- ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 1991 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
- THE FACILITY IS SERVICED BY CITY SEWER, WATER, GAS, UNDERGROUND ELECTRIC, STORM DRAINAGE, TELEPHONE AND CABLE.
- A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- THE CONTRACTOR OR DEVELOPER IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PARKS AND PUBLIC WORKS INSPECTION SERVICES DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION (814-8300 EXT. 8838) SHOULD THE IMPROVEMENTS BE OF SIGNIFICANT CONCERN OR IN A SENSITIVE AREA. A PRE-CONSTRUCTION MEETING MAY BE REQUIRED AT THE DISCRETION OF THE PUBLIC WORKS DEPARTMENT.
- THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.
- PRIOR TO CONSTRUCTION A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS 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 AT ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRECONSTRUCTION MEETING.
- LANDSCAPING SHALL MEET THE "ARBORICULTURAL SPECIFICATION AND STANDARDS OF PRACTICE AND LANDSCAPE GUIDELINES" OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- CONTRACTOR SHALL UTILIZE PARKING LOT AREAS IN PHASE II FOR STAGING AND MATERIAL STORAGE.
- STREET LIGHTING SHALL CONFORM TO THE CITY OF PORTLAND "BAYSIDE MEDIUM SCALE LIGHTING POLE TO INCLUDE THE FOLLOWING:
  - DECORATIVE POLE BASE: HOLOPHANE CAMBRIDGE SERIES
  - POLE: ROUND TAPERED STEEL, 15 FEET HIGH
  - BRACKET ARMS: HOLOPHANE UOC SERIES
  - FIXTURE: HOLOPHANE ESPLANADE SERIES
  - PAINT: POLYESTER POWDER COAT PAINT, BLACK (RAL NO. TO BE SELECTED BY CITY)
- A SHOP DRAWING SHALL BE SUBMITTED TO CITY ENGINEER FOR REVIEW PRIOR TO INSTALLATION.

\* SEE ARCH. FLOOR PLAN FOR NEWBURY PARKING LAYOUT.



**PHASE I: PARKING**  
SCALE: 1"=50'  
TOTAL: 19 SPACES

REVISIONS

| NO. | DATE     | DESCRIPTION  |
|-----|----------|--|
| 1   | 12/19/07 | ISSUED FOR PERMITS                                 |
| 2   | 1/7/07   | REVISED & SUBMITTED TO CITY FOR PUBLIC HEARING     |
| 3   | 6/12/07  | REVISED PARKING/BLDG LINE & SUBMITTALS             |
| 4   | 5-16-07  | REVISED & SUBMIT TO CITY-2ND WORKSHOP              |
| 5   | 4-19-07  | SUBMIT TO CITY FOR SITE PLAN REVIEW - 2ND WORKSHOP |
| 6   | 3/20/07  | SUBMIT TO CITY FOR SITE PLAN REVIEW                |
| 7   | 2-2-07   | STATUS: SUBMITTED                                  |

**Sebago Technics**  
Engineering Experience You Can Build On  
One Oyster Street  
Portland, ME 04108-1339  
Tel: (207) 955-0277

PROJECT NO. 05109  
FIELD BOOK DESIGN CHDK  
DRAWN SAB/CD

**SITE PLAN**  
OF:  
**THE VILLAGE AT OCEAN GATE**  
133 PEARL STREET, SUITE 400  
PORTLAND, MAINE  
FOR:  
**THE VILLAGE AT OCEAN GATE, LLC**  
133 PEARL STREET, SUITE 400  
BOSTON, MA 02110

| DATE   | SCALE  |
|--------|--------|
| 8/3/05 | 1"=30' |

**SHEET 5 OF 15**



FIRST FLOOR PLAN  
PHASE I

SCALE: 1/8" = 1' 0"  
GROSS FLOOR AREA INCLUDING DECKS: 45,566 SF

DAVID M. WHITE, ARCHITECT  
403 Tibbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

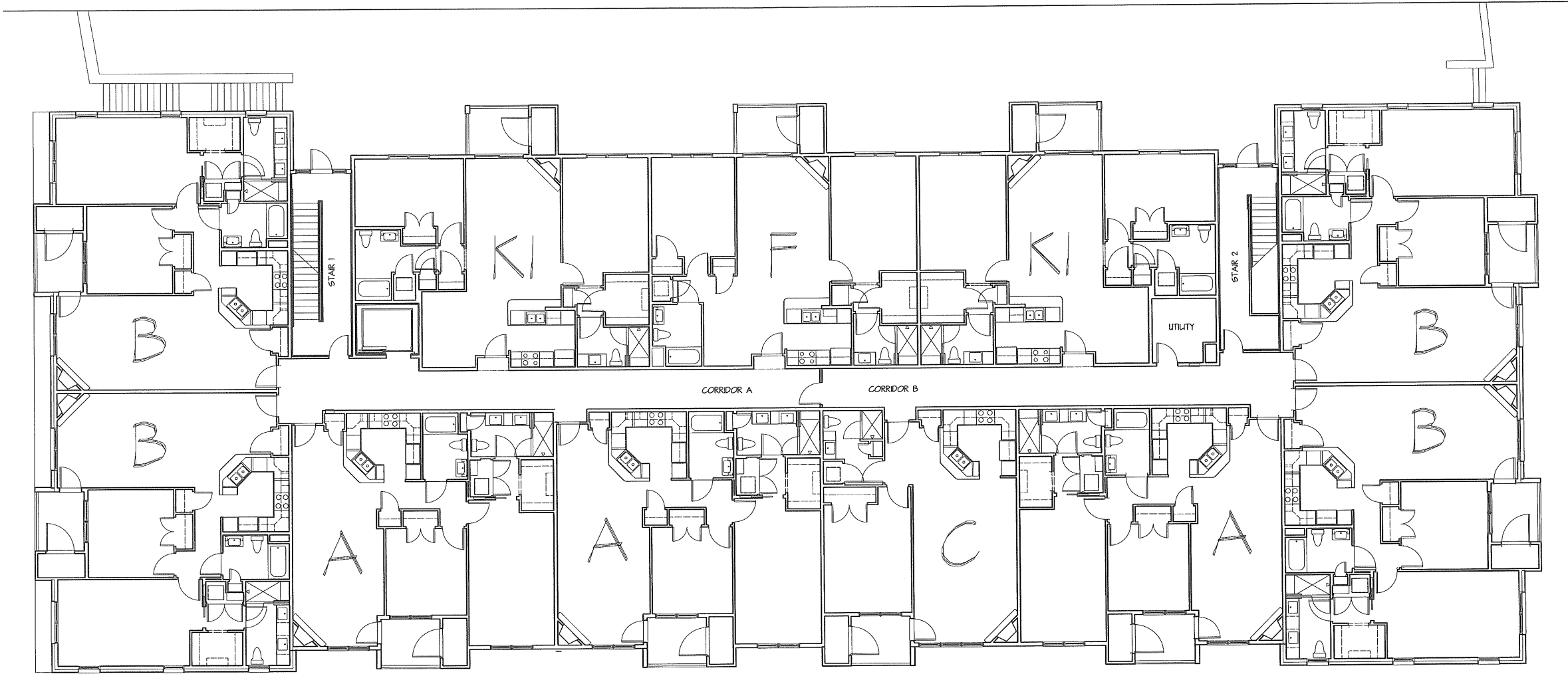
THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

FIRST FLOOR PLAN  
Phase I/Buildings 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

REVISIONS:

DRG. NO.  
P.1





2nd FLOOR PLAN  
PHASE I, BUILDING I

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING PATIOS: 15,811 SF

PATIO AREA: 677 SF

DAVID M. WHITE, ARCHITECT  
403 Tibbets Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

SECOND FLOOR PLAN  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

REVISIONS:

DRG. NO.

P.2



2nd FLOOR PLAN  
 PHASE I, BUILDING 2

SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING PATIOS: 17,098 SF  
 PATIO AREA: 744 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 GFI Partners  
 93 Pearl Street  
 Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
 Middle Street  
 Portland, Maine

SECOND FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: February 18, 2008

REVISIONS:

DRG. NO.  
 P.3

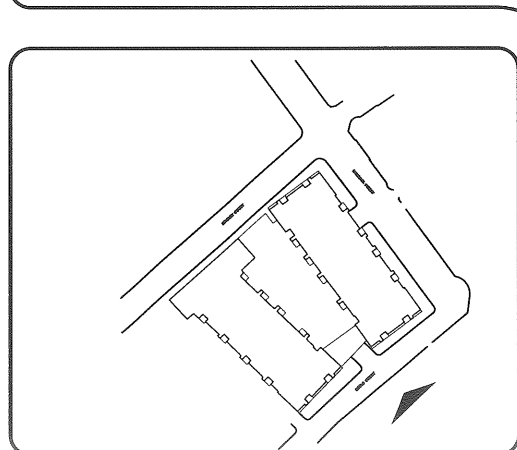




BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION

SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS  
TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST  
HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE  
EITHER FACTORY FINISHED OR FIELD FINISHED TO  
COORDINATE WITH THE COLOR OF THE FINISH IN  
WHICH THERE ARE TO BE INSTALLED.



DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

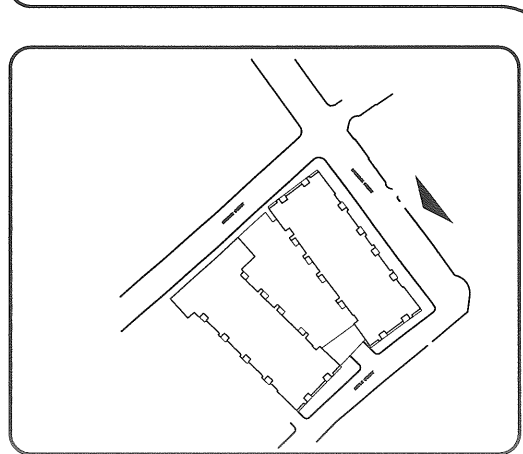
SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

REVISIONS:

DRG. NO.  
P.4



BUILDING 1  
 HANCOCK STREET ELEVATION  
 SCALE: 1/8" = 1' 0"



DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 GFI Partners  
 93 Pearl Street  
 Boston, MA 02101

THE VILLAGE AT OCEAN GATE  
 Middle Street  
 Portland, Maine

EAST ELEVATION  
 Phase 1/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: February 11, 2008

REVISIONS:

DRG. NO.  
 P.5



DAVID M. WHITE, ARCHITECT  
 403 Tibbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 GFI Partners  
 93 Pearl Street  
 Boston, MA 02110

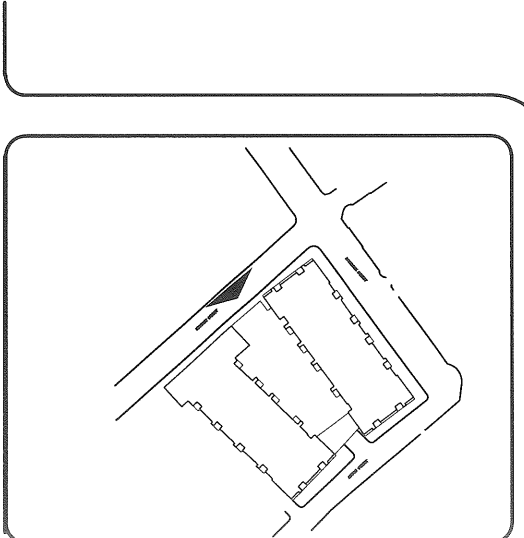
THE VILLAGE AT OCEAN GATE  
 Middle Street  
 Portland, Maine

NORTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: February 18, 2008

REVISIONS:

DRG. NO.  
 P.6

BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION  
 SCALE: 1/16" = 1' 0"



DAVID M. WHITE, ARCHITECT  
 403 Tbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 GFI Partners  
 93 Pearl Street  
 Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
 Middle Street

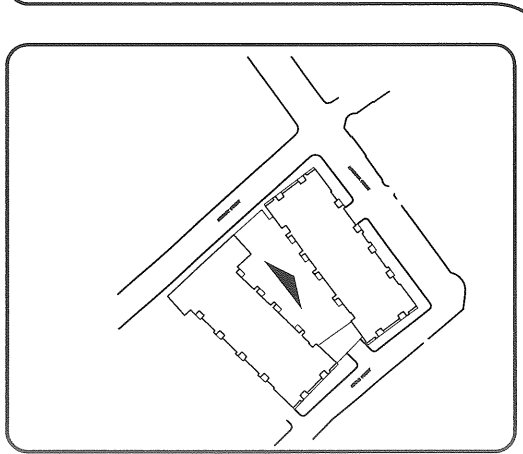
WEST ELEVATION  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: February 18, 2008

REVISIONS:

DRG. NO.  
 P.7

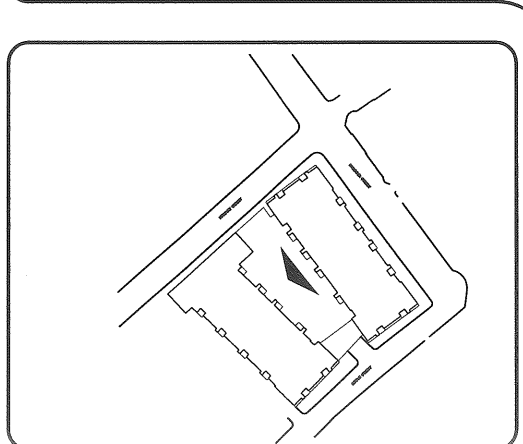


BUILDING 1  
 WEST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"





BUILDING 2  
 EAST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"



DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 GFI Partners  
 93 Pearl Street  
 Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
 Middle Street  
 Portland, Maine

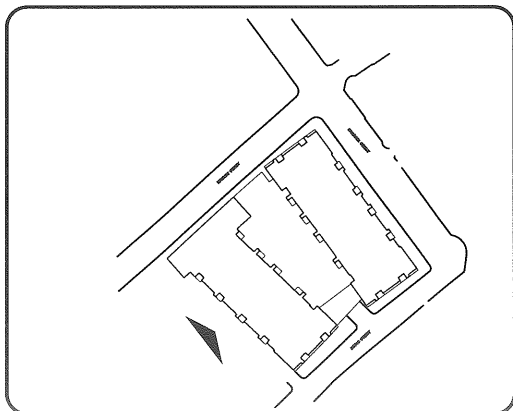
EAST ELEVATION  
 Phase 1/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: February 18, 2008

REVISIONS:

DRG. NO.  
 P.8



BUILDING 2  
WEST ELEVATION  
SCALE: 1/16" = 1' 0"



DAVID M. WHITE, ARCHITECT  
403 Tippetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

WEST ELEVATION  
Phase 1/Building 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: August 27, 2007

REVISIONS:

DRG. NO.  
P.9

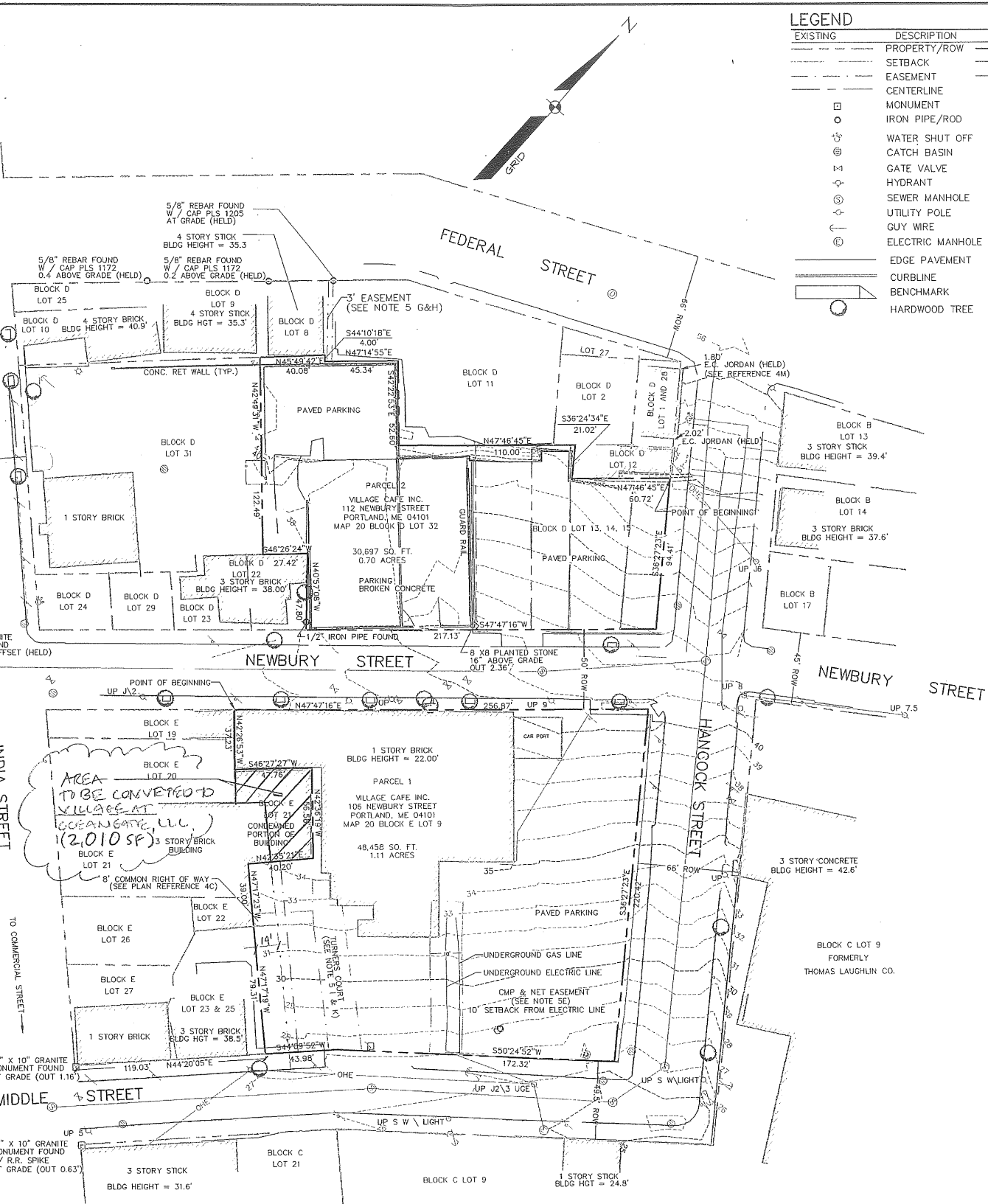


Table listing adjacent property owners and their details, including names, addresses, and contact information.

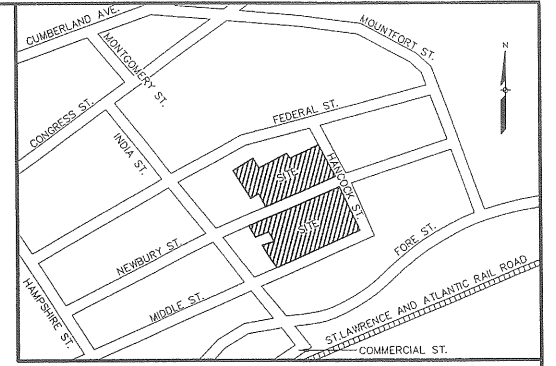
ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

Detailed legal descriptions for Parcel 1 and Parcel 2, including bearings, distances, and references to other surveys and records.



LEGEND table defining symbols for existing and proposed features such as property/row, setback, easement, centerline, monument, iron pipe/rod, water shut off, catch basin, gate valve, hydrant, sewer manhole, utility pole, guy wire, electric manhole, edge pavement, curbline, benchmark, and hardwood tree.



LOCATION MAP

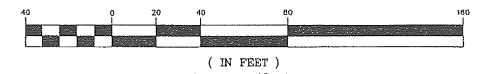
GENERAL NOTES:

- 1) THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC... 2) THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20... 3) THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH... 4) PLAN REFERENCES: A) PLAN TITLED 'ALTA / ACSM TITLE SURVEY OF JORDAN'S MEATS PROPERTY... B) PLAN TITLED 'PLAN OF LAND STANDARD BOUNDARY SURVEY... C) ALTA/ACSM LAND TITLE SURVEY... D) PLAN TITLED 'CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT... E) RIGHT OF WAY MAPS BY THE CITY OF PORTLAND... F) PLAN OF SEWER LINE - NEWBURY STREET... G) PLAN OF PROPERTY IN PORTLAND, MAINE... H) PLAN OF PORTLAND SEWER SYSTEM INFILTRATION... I) PORTLAND WATER DISTRICT... J) PLAN TITLED 'PLAN OF LAND STANDARD BOUNDARY SURVEY... K) SITE PLAN 'ADDITIONS TO: THE VILLAGE CAFE... L) PLAN TITLED 'INDIA ST. REBUILDING SEWER... M) 'PLAN OF PROPERTY IN PORTLAND, MAINE... N) RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY... O) RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY... P) RIGHTS AND EASEMENT GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO... Q) RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC... R) RIGHTS AND EASEMENTS GRANTED BY WARWICK CORPORATION... S) THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDELINE... T) 10 FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036... U) RIGHTS OF OTHERS TO PASS OVER PARCEL 1... V) RIGHTS DESCRIBED IN DEED FROM ARNOLD M. SICILIANO... W) LIMITS OF TURNER'S COURT ARE BASED ON PLAN REFERENCE 'M'. X) BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT 8... Y) THERE IS NO 100 YEAR FLOOD PLAN LOCATED ON THE SITE... Z) PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.

SPACE & BULK REQUIREMENTS

COMMUNITY BUSINESS ZONE / B-2b. MIN. LOT SIZE: NONE. MIN. STREET FRONTAGE: 50 FT. MAX. FRONT YARD (ON-PENINSULA): 10 FT. MIN. REAR SETBACK: 10 FT. MIN. REAR SETBACK: 10 FT. WHERE A REAR YARD ABUTS A RESIDENCE ZONE OR FIRST FLOOR RESIDENTIAL USE, TWENTY(20) FEET IS REQUIRED. MAX. STRUCTURE HEIGHT: 45 FT. MAX. IMPERVIOUS SURFACE RATIO: 90% IN THE B-2b.

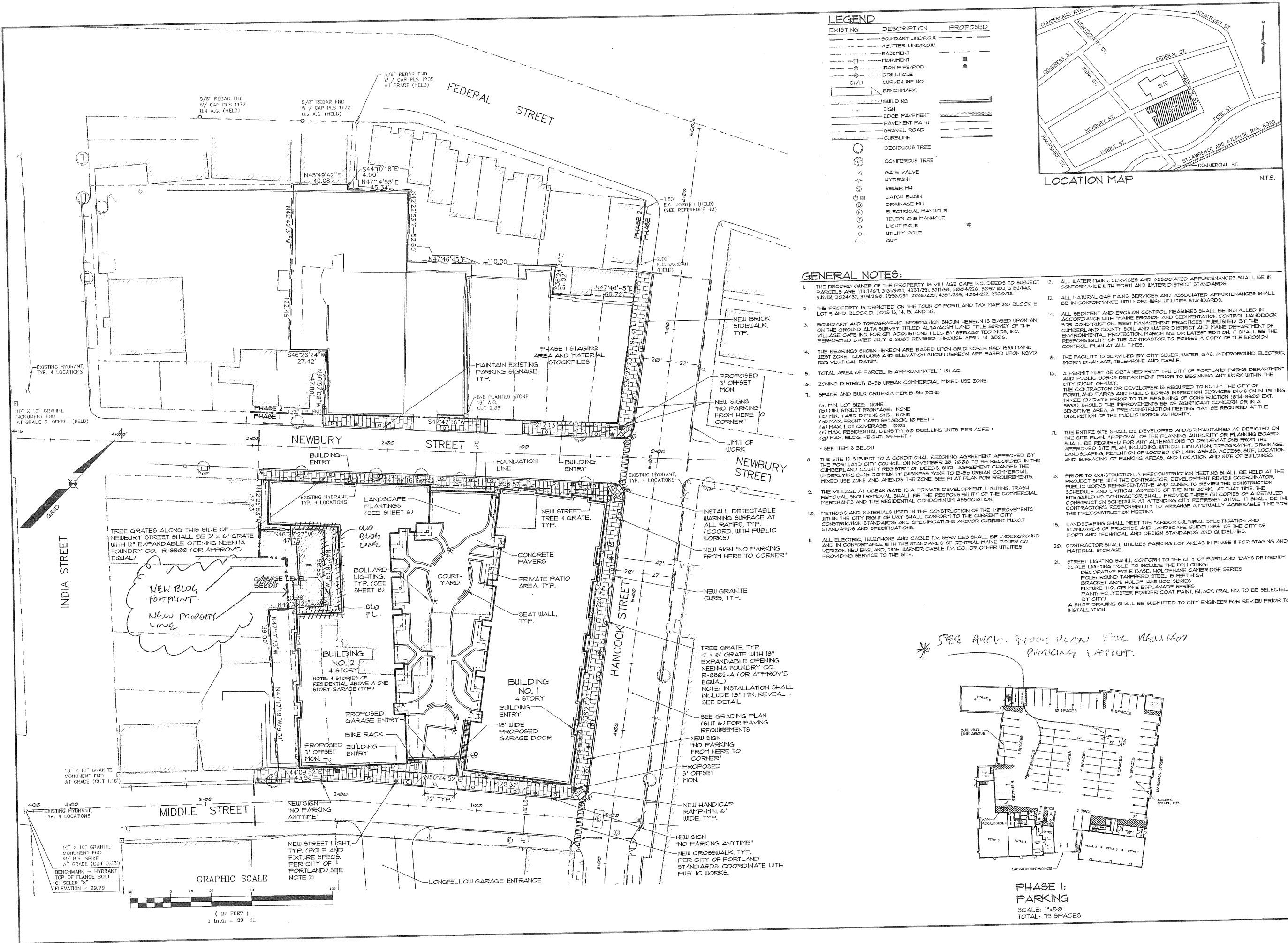
GRAPHIC SCALE



SURVEYOR'S STATEMENT

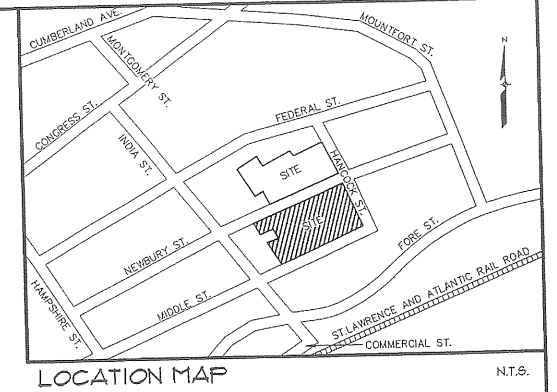
THE UNDERSIGNED HEREBY STATE TO GFI ACQUISITIONS I, LLC, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS SURVEY WAS ACTUALLY MADE UPON THE GROUND; THAT IT AND THE INFORMATION, COURSES, ANGLES AND DISTANCES SHOWN THEREON ARE CORRECT; THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL STREETS, EASEMENTS, RIGHT-OF-WAY AND UTILITY LINES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) EASEMENTS OR RIGHT-OF-WAY ACROSS THE PREMISES; (B) PARTY WALLS; (C) ENCROACHMENTS ON ADJOINING PREMISES, STREETS OR ALLEYS OF ANY SAID BUILDINGS, STRUCTURES OR IMPROVEMENTS; OR (D) ENCROACHMENTS UPON THE PREMISES BY ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENTS SITUATED ON ANY ADJOINING PREMISES. PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES OF THE PREMISES IS AS STATED ON THE SURVEY; AND THAT THE IMPROVEMENTS DO NOT VIOLATE ANY SETBACK OR OTHER BUILDING LINES.

Vertical sidebar containing project information: ALTA / ACSM LAND TITLE SURVEY, VILLAGE CAFE INC, GFI ACQUISITIONS I, LLC, DATE 7/12/05, SCALE 1"=40', SHEET 1 OF 1, and contact information for Sebago Technics.



**LEGEND**

| EXISTING | DESCRIPTION        | PROPOSED |
|----------|--------------------|----------|
| ---      | BOUNDARY LINE/ROW  | ---      |
| ---      | ABUTTER LINE/ROW   | ---      |
| ---      | EASEMENT           | ---      |
| ⊠        | MONUMENT           | ⊠        |
| ⊠        | IRON PIPE/ROD      | ⊠        |
| ⊠        | DRILLHOLE          | ⊠        |
| ⊠        | CURVE/LINE NO.     | ⊠        |
| ⊠        | BENCHMARK          | ⊠        |
| ---      | BUILDING           | ---      |
| ---      | EDGE PAVEMENT      | ---      |
| ---      | PAVEMENT PAINT     | ---      |
| ---      | GRAVEL ROAD        | ---      |
| ---      | CURBLINE           | ---      |
| ○        | DECIDUOUS TREE     | ○        |
| ○        | CONIFEROUS TREE    | ○        |
| ○        | GATE VALVE         | ○        |
| ○        | HYDRANT            | ○        |
| ○        | SEWER MH           | ○        |
| ○        | CATCH BASIN        | ○        |
| ○        | DRAINAGE MH        | ○        |
| ○        | ELECTRICAL MANHOLE | ○        |
| ○        | TELEPHONE MANHOLE  | ○        |
| ○        | LIGHT POLE         | ○        |
| ○        | UTILITY POLE       | ○        |
| ○        | GUY                | ○        |



**GENERAL NOTES:**

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 1311/6-1, 3161/5/0-4, 4351/2/1, 3111/83, 3004/2/2, 3021/1/03, 3152/1/40, 3121/31, 3024/31, 3121/26-0, 2936/231, 2936/235, 4351/2/3, 4094/2/2, 9520/13.
- THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20/ BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND ALTA SURVEY TITLED "ALTA/ACSH LAND TITLE SURVEY OF THE VILLAGE CAFE INC. FOR GFI ACQUISITIONS 1 LLC BY SEBAGO TECHNICS, INC. PERFORMED DATED JULY 0, 2005 REVISED THROUGH APRIL 14, 2006.
- THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH NAD 83 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
- TOTAL AREA OF PARCEL IS APPROXIMATELY 101 AC.
- ZONING DISTRICT: B-5b URBAN COMMERCIAL MIXED USE ZONE.
- SPACE AND BULK CRITERIA PER B-5b ZONE:
  - (a) MIN. LOT SIZE: NONE
  - (b) MIN. STREET FRONTAGE: NONE
  - (c) MIN. YARD DIMENSIONS: NONE
  - (d) MAX. FRONT YARD SETBACK: 10 FEET
  - (e) MAX. LOT COVERAGE: 100%
  - (f) MAX. RESIDENTIAL DENSITY: 60 DWELLING UNITS PER ACRE
  - (g) MAX. BLDG. HEIGHT: 65 FEET
- SEE ITEM 8 BELOW
- THE SITE IS SUBJECT TO A CONDITIONAL REZONING AGREEMENT APPROVED BY THE PORTLAND CITY COUNCIL ON NOVEMBER 20, 2006 TO BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, SUCH AGREEMENT CHANGES THE UNDERLYING B-5b COMMUNITY BUSINESS ZONE TO B-5b URBAN COMMERCIAL MIXED USE ZONE AND AMENDS THE ZONE. SEE FLAT PLAN FOR REQUIREMENTS, MIXED USE ZONE AND AMENDS THE ZONE. SEE FLAT PLAN FOR REQUIREMENTS, MIXED USE ZONE AND AMENDS THE ZONE.
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- METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE CURRENT CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS AND/OR CURRENT MDOT STANDARDS AND SPECIFICATIONS.
- ALL ELECTRIC, TELEPHONE AND CABLE TV SERVICES SHALL BE UNDERGROUND AND IN CONFORMANCE WITH THE STANDARDS OF CENTRAL MAINE POWER CO., VERIZON NEW ENGLAND, THE WARNER CABLE T.V. CO. OR OTHER UTILITIES PROVIDING SERVICE TO THE SITE.
- ALL WATER MAINS, SERVICES AND ASSOCIATED AFFURTENANCES SHALL BE IN CONFORMANCE WITH PORTLAND WATER DISTRICT STANDARDS.
- ALL NATURAL GAS MAINS, SERVICES AND ASSOCIATED AFFURTENANCES SHALL BE IN CONFORMANCE WITH NORTHERN UTILITIES STANDARDS.
- ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION MARCH 1998 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FOSSES A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
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- A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- THE CONTRACTOR OR DEVELOPER IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PARKS AND PUBLIC WORKS INSPECTION SERVICES DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION (874-2800 EXT. 8938) SHOULD THE IMPROVEMENTS BE OF SIGNIFICANT CONCERN OR IN A SENSITIVE AREA. A PRE-CONSTRUCTION MEETING MAY BE REQUIRED AT THE DISCRETION OF THE PUBLIC WORKS AUTHORITY.
- THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.
- PRIOR TO CONSTRUCTION A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK.
- LANDSCAPING SHALL MEET THE "HARBORCULTURAL SPECIFICATION AND STANDARDS OF PRACTICE AND LANDSCAPE GUIDELINES" OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- CONTRACTOR SHALL UTILIZE PARKING LOT AREAS IN PHASE II FOR STAGING AND MATERIAL STORAGE.
- STREET LIGHTING SHALL CONFORM TO THE CITY OF PORTLAND "BAYSIDE MEDIUM SCALE LIGHTING POLE" TO INCLUDE THE FOLLOWING:
  - DECORATIVE POLE BASE: HOLOPHANE CAMBRIDGE SERIES
  - POLE: ROUND TAPERED STEEL 15 FEET HIGH
  - BRACKET ARM: HOLOPHANE UOC SERIES
  - FIXTURE: HOLOPHANE ESPLANADE SERIES
  - PAINT: POLYESTER POWDER COAT PAINT, BLACK (RAL NO. TO BE SELECTED BY CITY)
- A SHOP DRAWING SHALL BE SUBMITTED TO CITY ENGINEER FOR REVIEW PRIOR TO INSTALLATION.

REVISIONS

| NO. | DATE     | DESCRIPTION  |
|-----|----------|--|
| 1   | 12/10/07 | ISSUED FOR REVIEW  |
| 2   | 1/17/07  | REVISED & SUBMITTED TO CITY FOR FINAL PLANS                  |
| 3   | 6/12/07  | REVISED & SUBMITTED TO CITY FOR PUBLIC HEARING               |
| 4   | 5-18-07  | REVISED PARKING/BUILD LINE & SUBMIT TO CITY                  |
| 5   | 4-19-07  | REVISED & SUBMIT TO CITY-2ND WORKSHOP                        |
| 6   | 3/20/07  | REVISED & SUBMIT TO CITY FOR SITE PLAN REVIEW - 2ND WORKSHOP |
| 7   | 2-2-07   | REVISED & SUBMIT TO CITY FOR SITE PLAN REVIEW                |

REV: BY: DATE: STATUS:

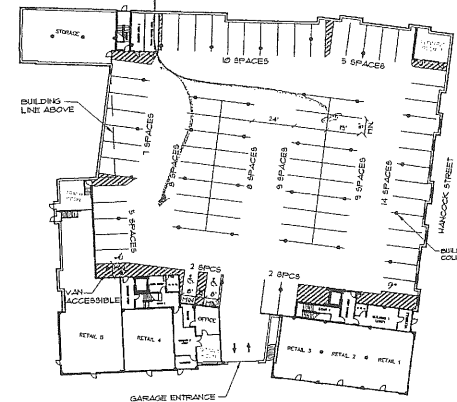
**Sebago Technics**  
 Engineering. Excavate. You Can Build It.  
 One Ocean Street  
 Westbrook, ME 04090-1339  
 Tel: (207) 856-0277

PROJECT NO. 05109  
 FIELD BOOK DESIGN CHD  
 DRAWN CD  
 SBA/D

**SITE PLAN**  
 OF:  
**THE VILLAGE AT OCEAN GATE**  
 113 NEWBURY ST., 40 HANCOCK ST.  
 PORTLAND, MAINE  
 FOR:  
**THE VILLAGE AT OCEAN GATE, LLC**  
 133 PEARL STREET, SUITE 400  
 BOSTON, MA 02110

| DATE   | SCALE    |
|--------|----------|
| 8/3/05 | 1" = 30' |

**SHEET 5 OF 15**



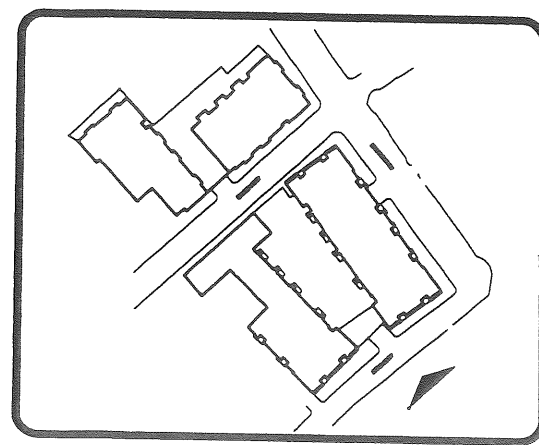
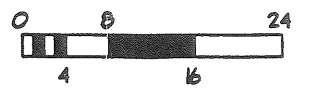
**PHASE I: PARKING**  
 SCALE: 1"=50'  
 TOTAL: 19 SPACES

Att 9 a



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 3

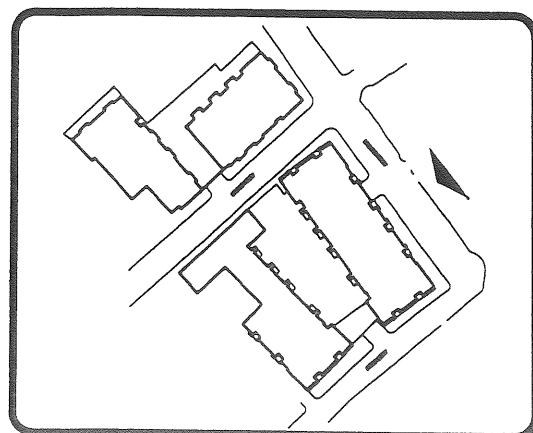


95



BUILDING 1  
HANCOCK STREET ELEVATION

SCALE: 1/8" = 1' 0"



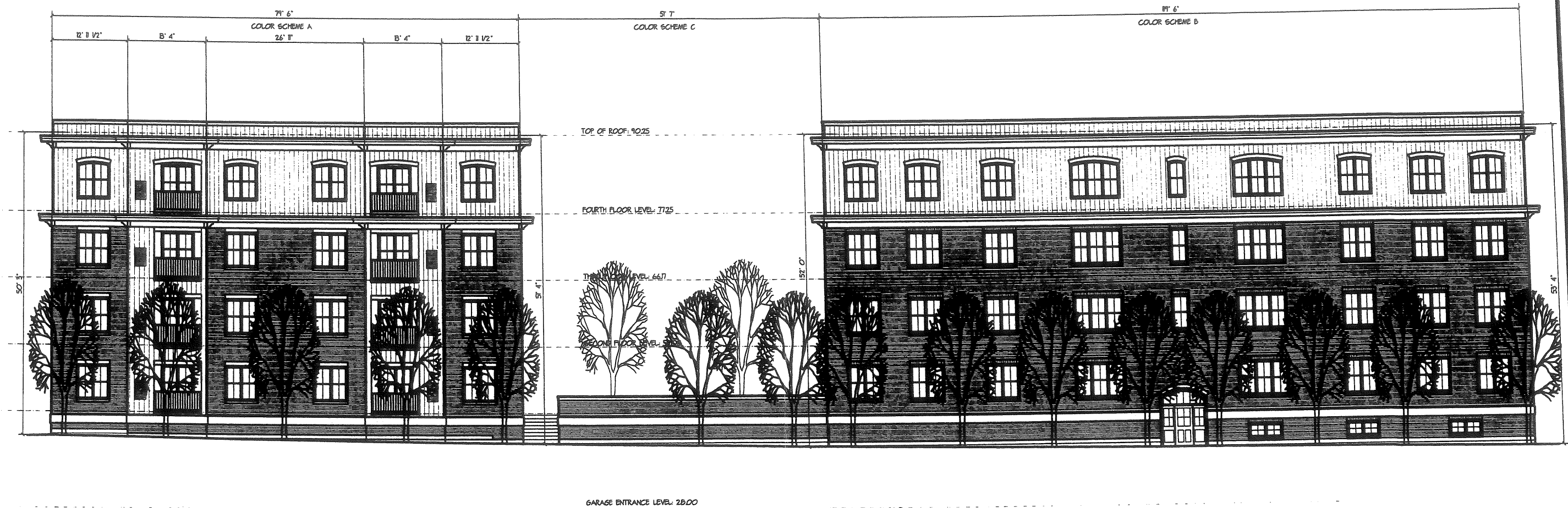
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

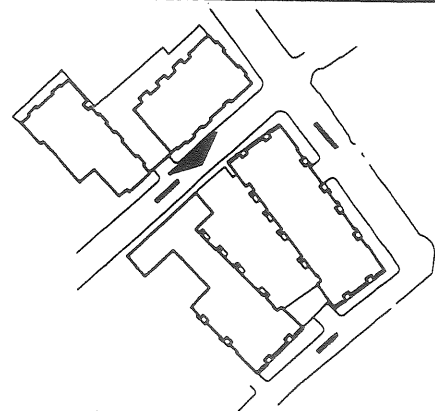
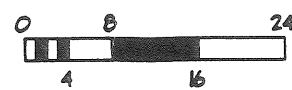
SHEET 4

9c



BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION

SCALE: 1/16" = 1' 0"



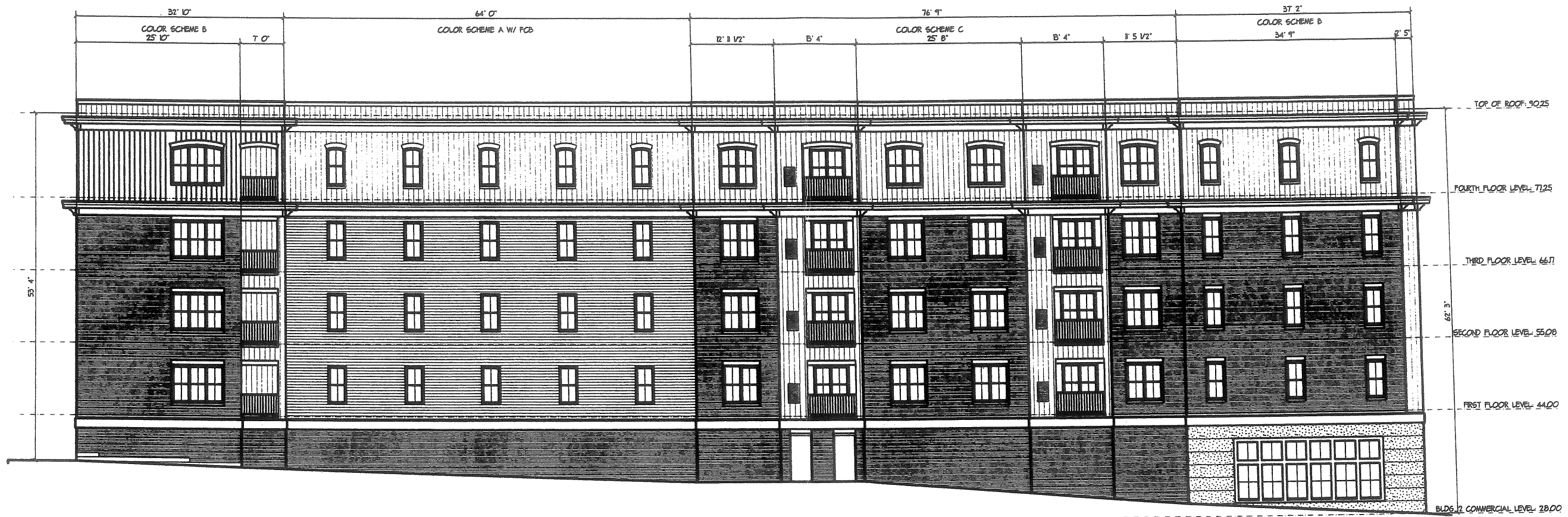
THE VILLAGE AT OCEAN GATE  
 MIDDLE, NEWBURY AND HANCOCK STREETS  
 PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
 GFI PARTNERS, LLC  
 BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
 GOFFSTOWN, NEW HAMPSHIRE  
 JUNE 26, 2007

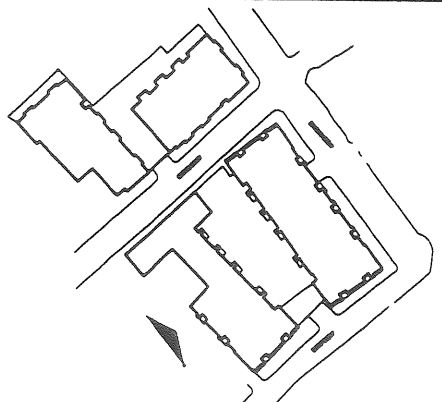
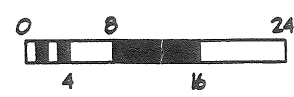
SHEET 5

9d



BUILDING 2  
WEST ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

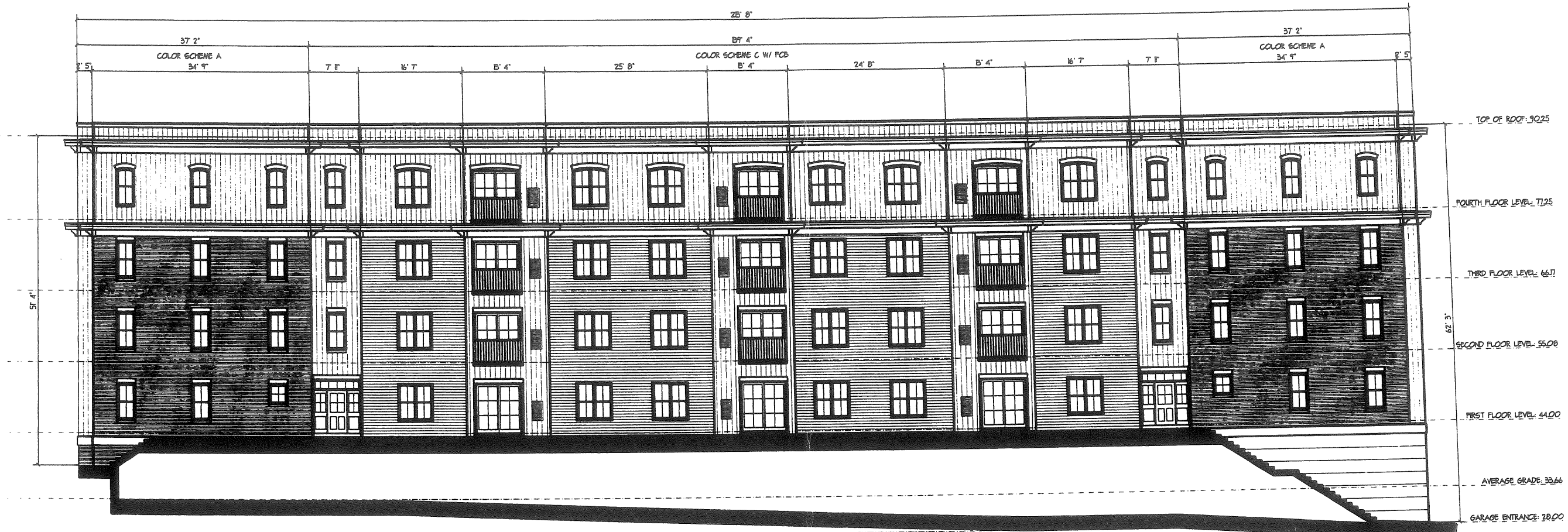
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GORTTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

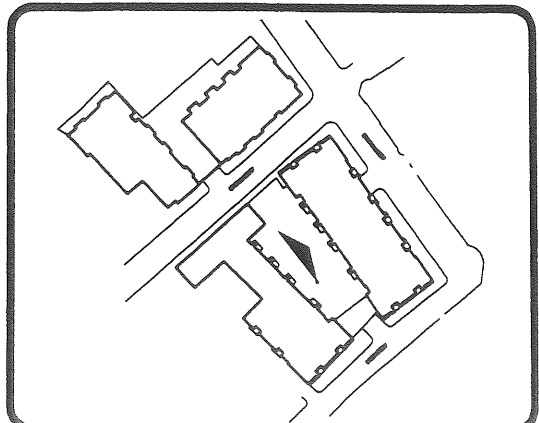
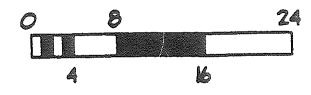
SHEET 6



9e



BUILDING 1  
WEST COURTYARD ELEVATION  
SCALE: 1/16" = 1' 0"



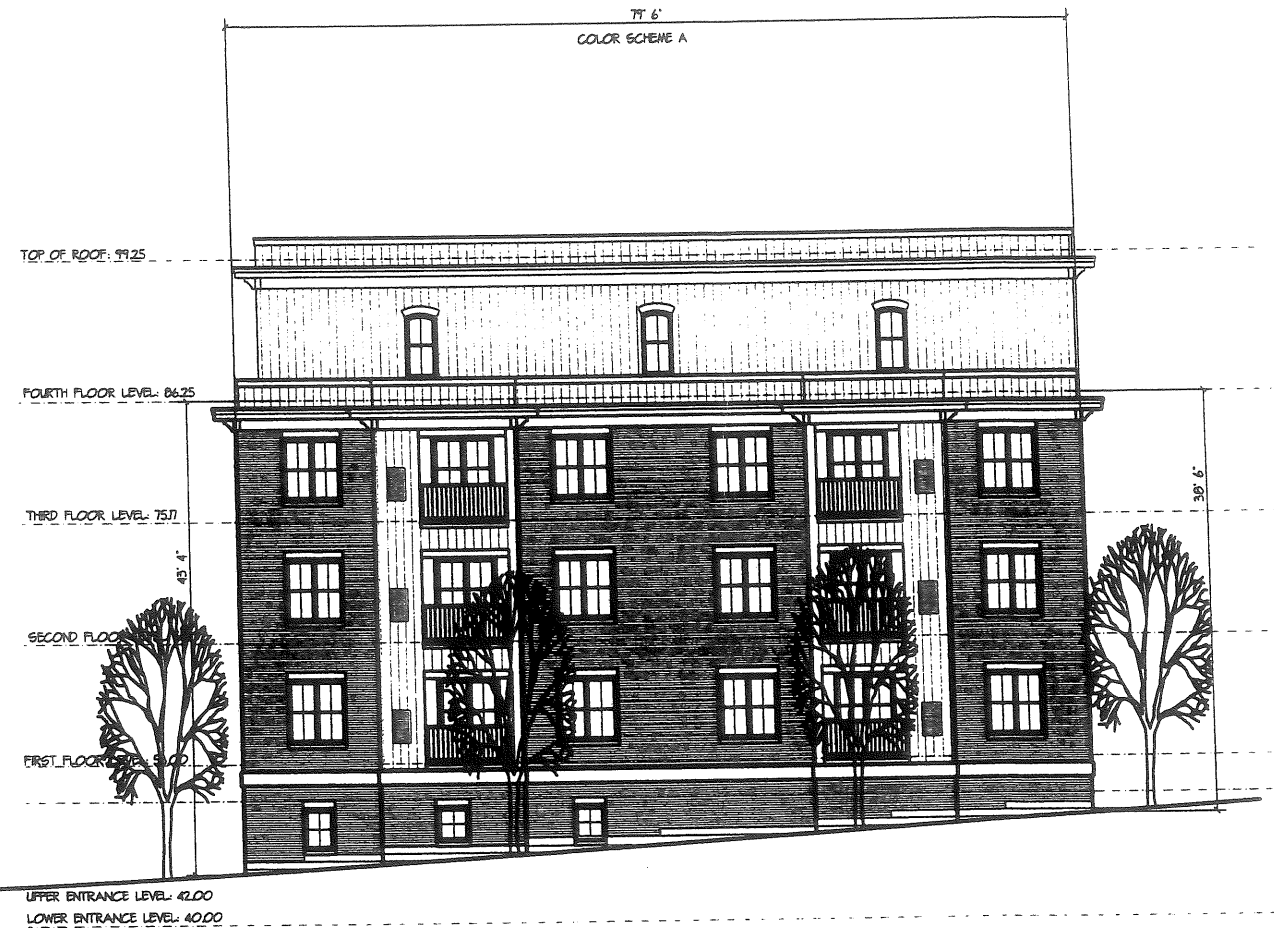
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

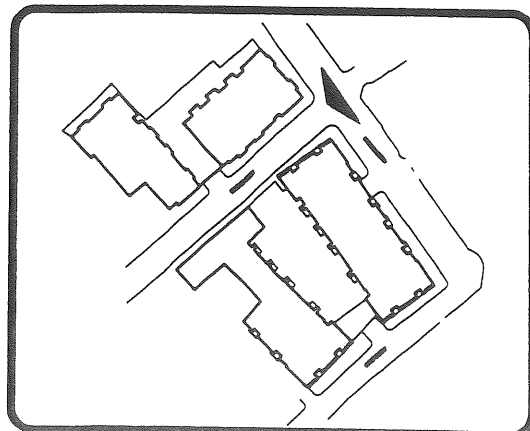
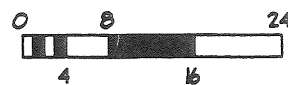
SHEET 7

95



BUILDINGS 1 & 3  
HANCOCK STREET ELEVATION

SCALE: 1/16" = 1' 0"



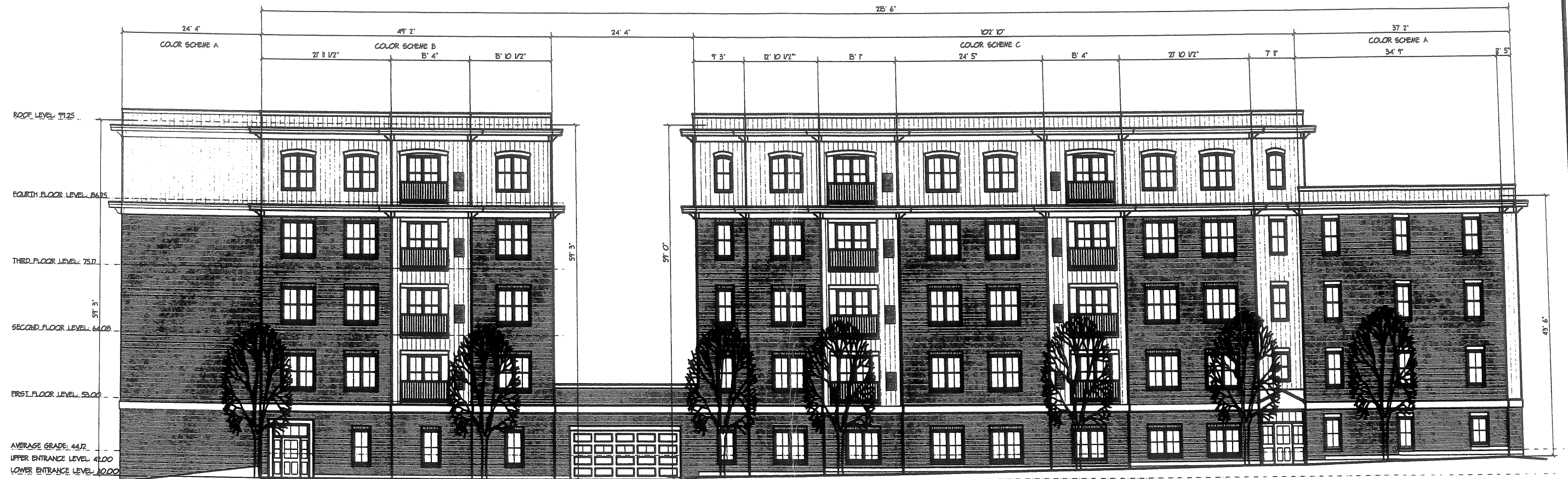
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 9

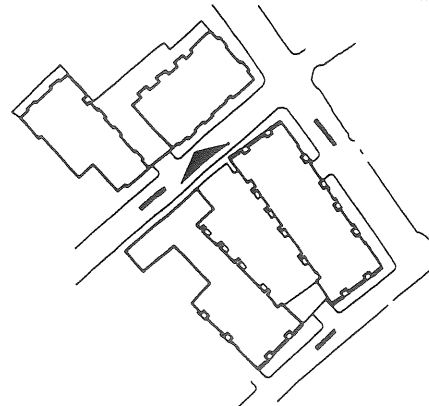
92



NOTE: THESE ELEVATIONS ARE FOR BUILDING 3

BUILDINGS 3 & 4  
NEWBURY STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

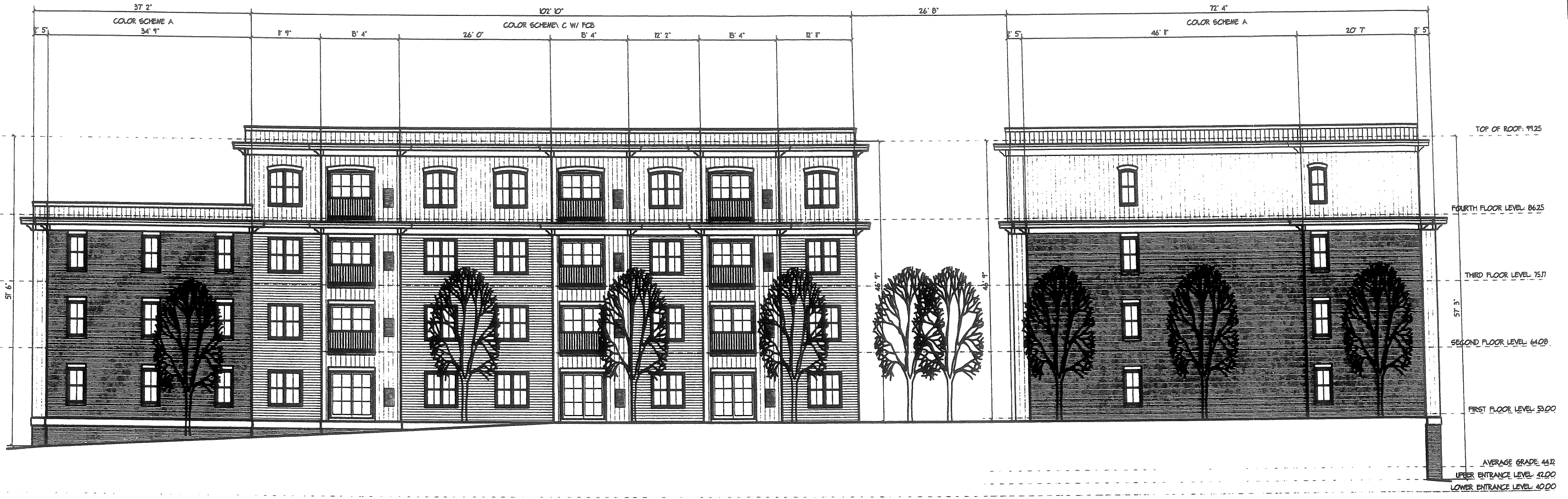
THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 10

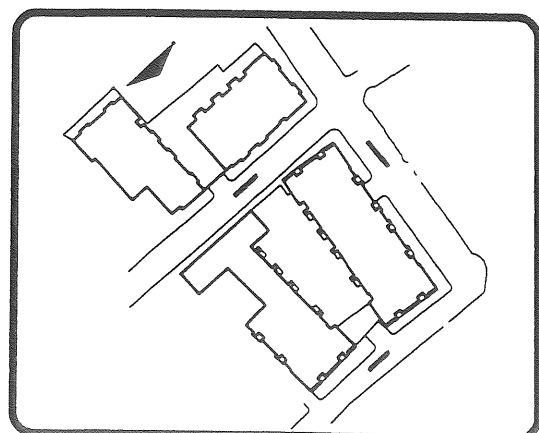
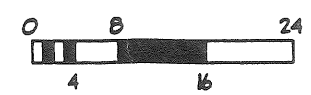


9K



BUILDINGS 3 & 4  
NORTH COURTYARD ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND MANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET B

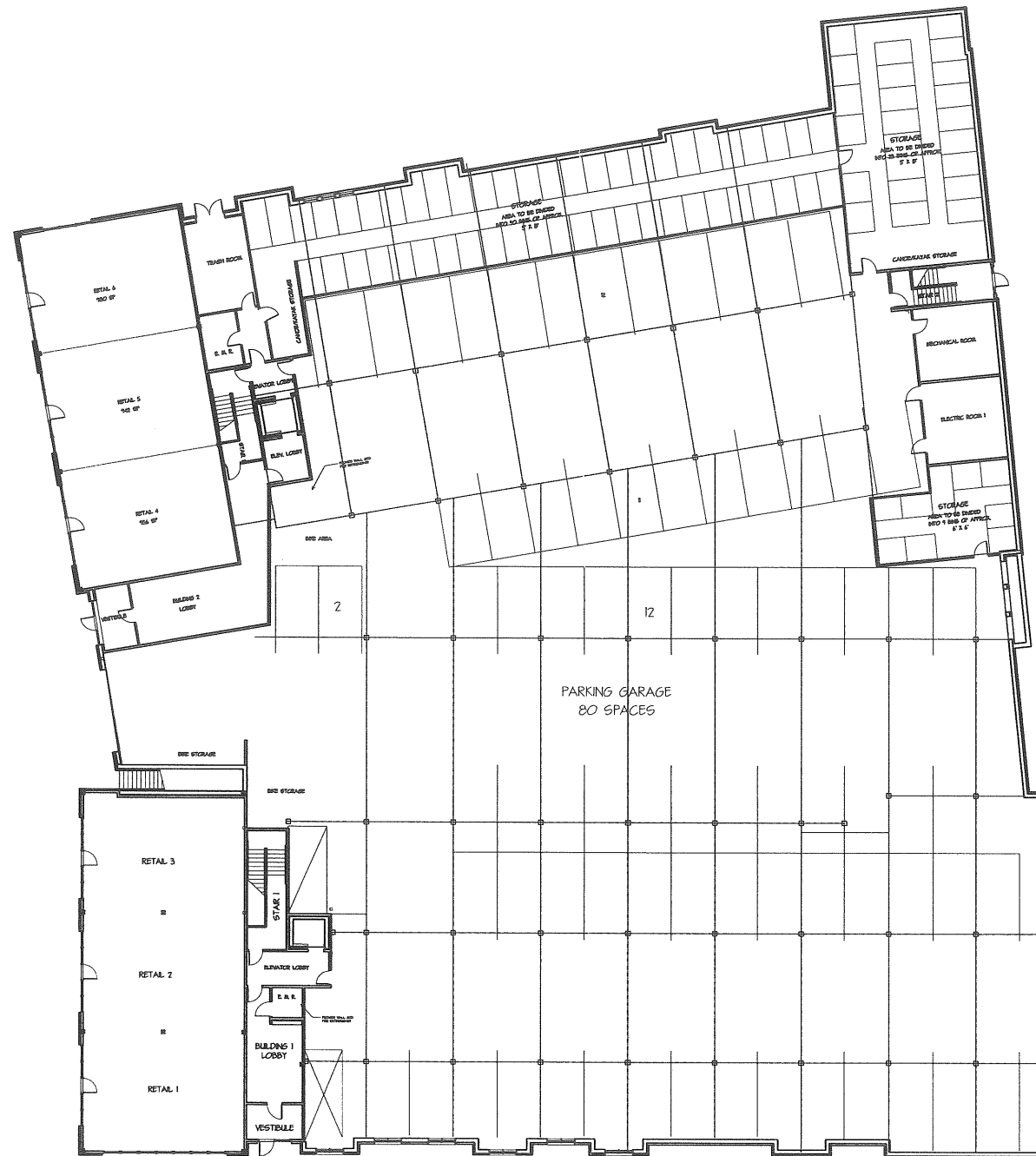












FIRST FLOOR PLAN  
PHASE 1

SCALE: 1/16" = 1' 0"  
GROSS FLOOR AREA: 45,369 SF

12 a

DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA .AUTOSAVE

THE BAY HOUSE  
Middle Street  
Portland, Maine

FIRST FLOOR PLAN  
Phase 1/Buildings 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 22, 2008

REVISIONS:

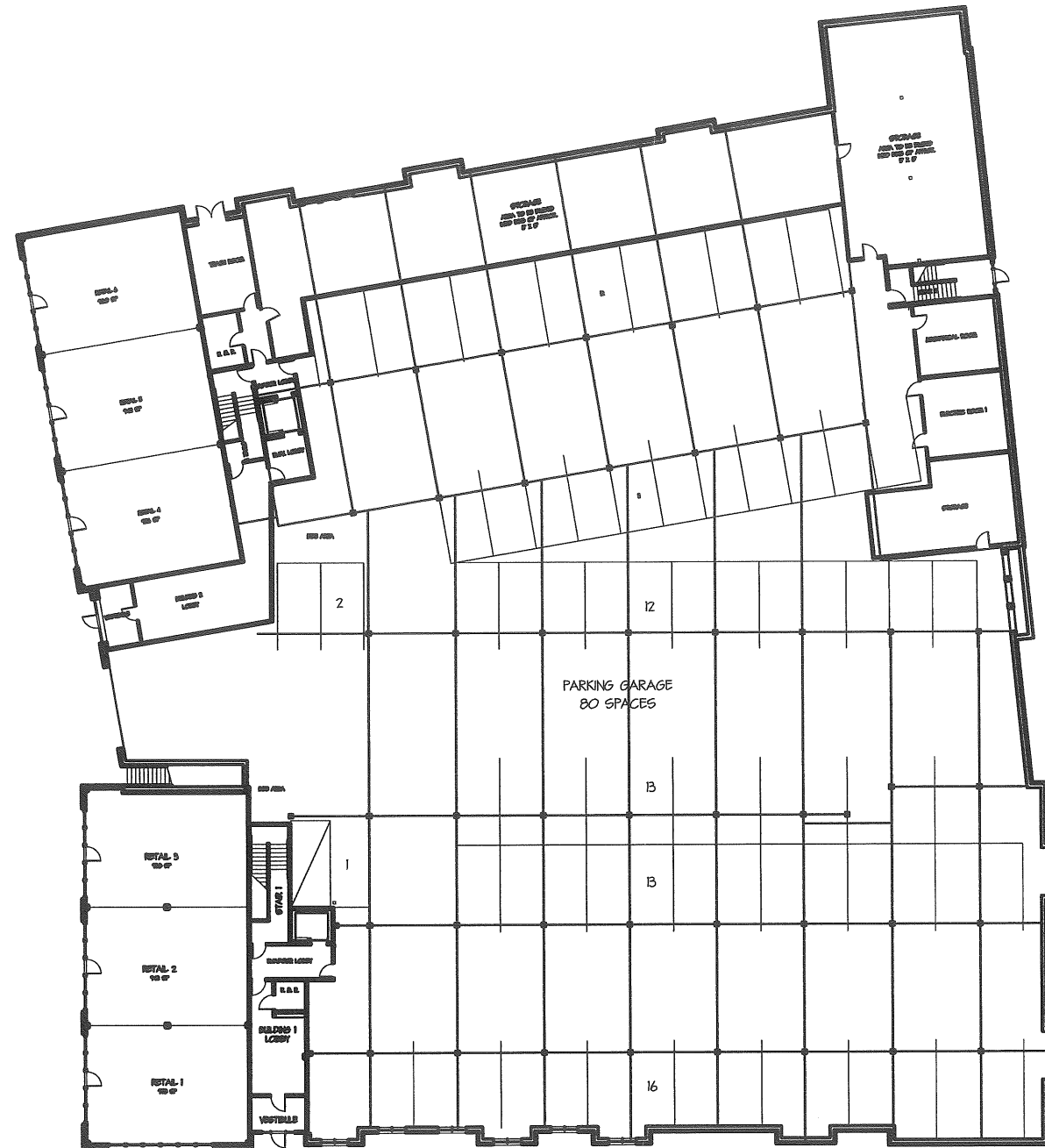
DRG. NO.  
P.1











**FIRST FLOOR PLAN  
PHASE I**  
SCALE: 1/16" = 1' 0"  
GROSS FLOOR AREA: 45,375 SF

**DAVID M. WHITE, ARCHITECT**  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

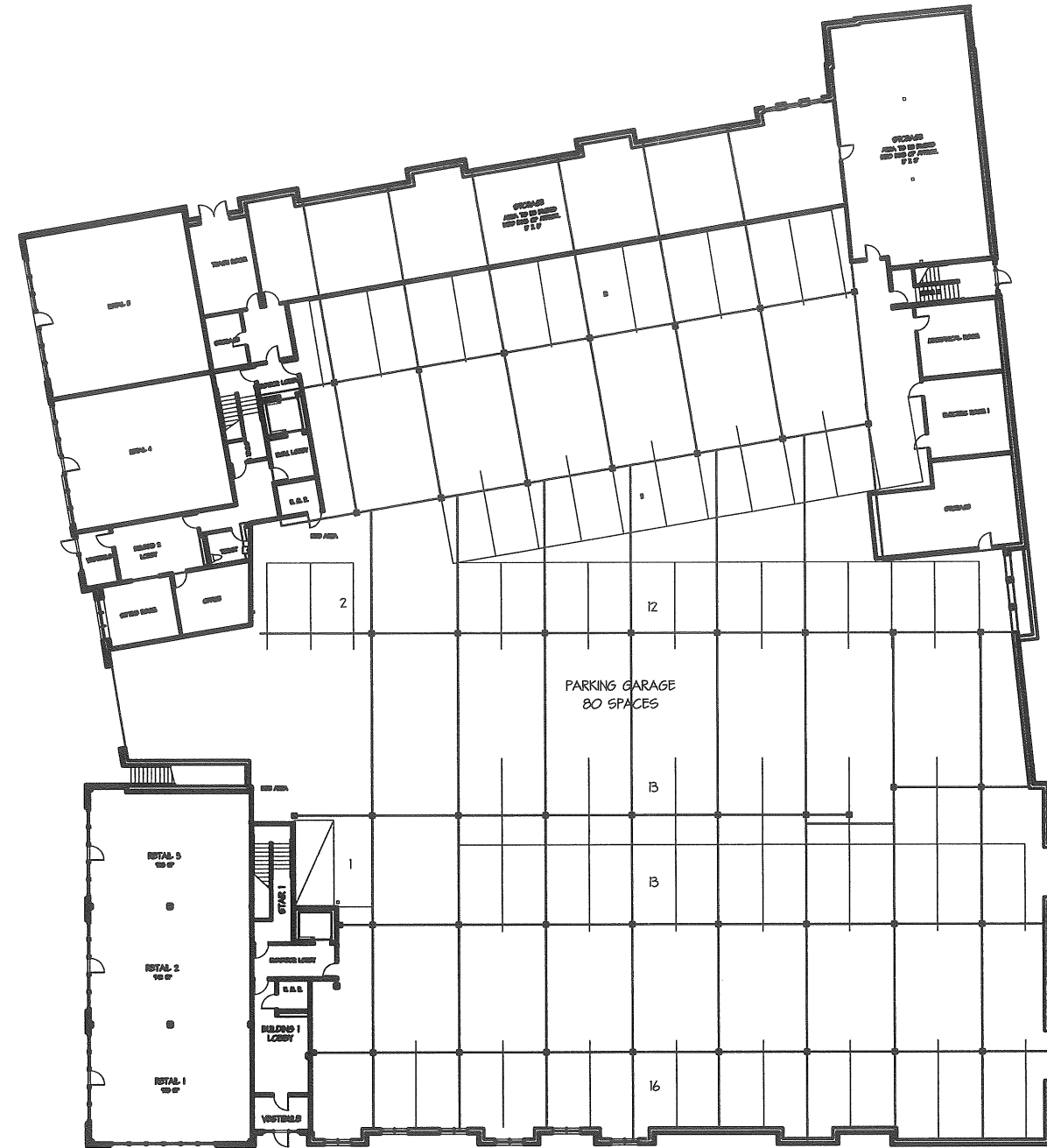
**THE VILLAGE AT OCEAN GATE, LLC**  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA .AUTOSAVE

**THE BAY HOUSE**  
Middle Street  
Portland, Maine

**FIRST FLOOR PLAN  
Phase I/Buildings 1 & 2**  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.1



FIRST FLOOR PLAN  
PHASE I

SCALE: 1/16" = 1' 0"  
GROSS FLOOR AREA INCLUDING DECKS: 45,375 SF

115

DAVID M. WHITE, ARCHITECT  
403 Tobbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

FIRST FLOOR PLAN  
Phase I Buildings 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.1





2nd FLOOR PLAN  
 PHASE I, BUILDING I  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING PATIOS: 15,774 SF

llc

DAVID M. WHITE, ARCHITECT  
 403 Tobbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA :AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SECOND FLOOR PLAN  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: Apr 18, 2008

REVISIONS:

DRG. NO.  
 P.2



2nd FLOOR PLAN  
 PHASE I, BUILDING 2

SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING PATIOS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA AUTOSAVE

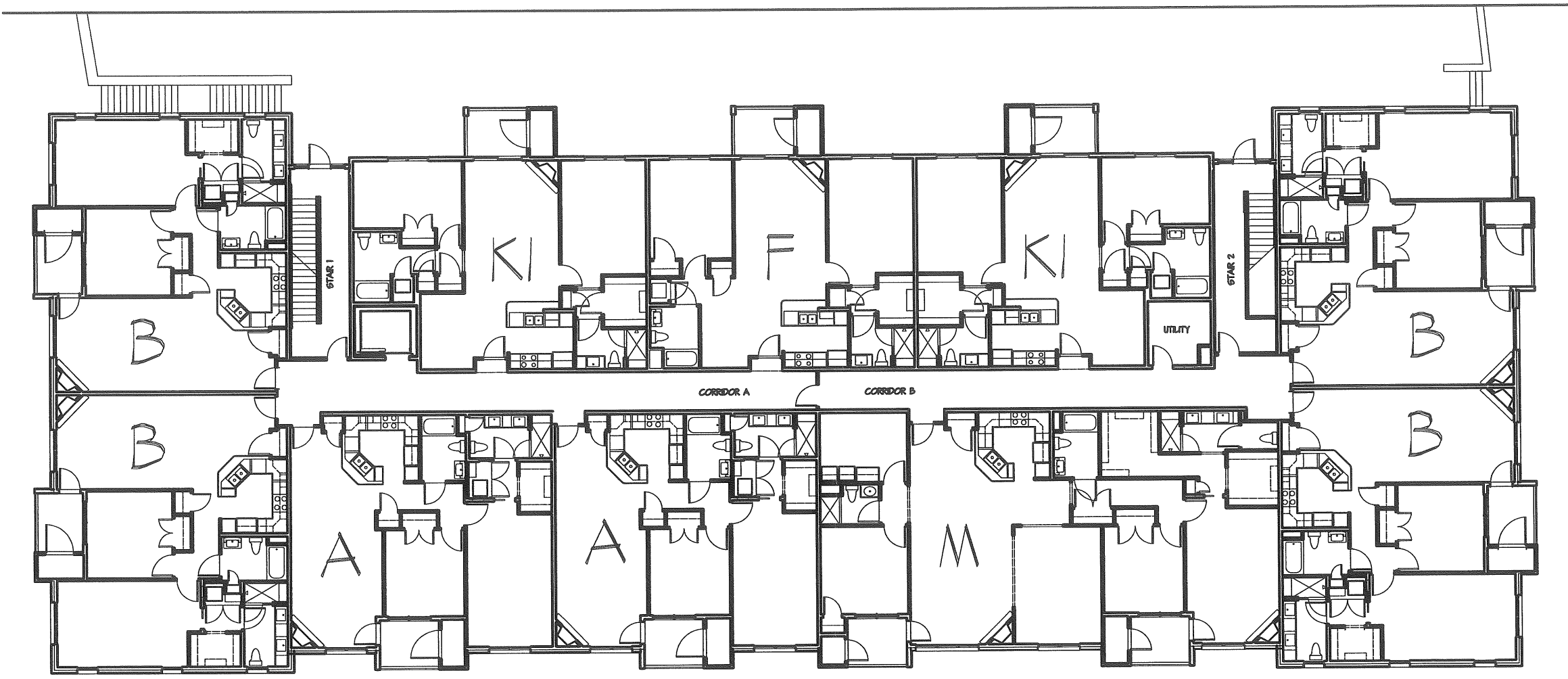
THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SECOND FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: Apr 18, 2008

REVISIONS:

DRG. NO.  
 P.3

119



3rd FLOOR PLAN  
 PHASE I, BUILDING I  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA .AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

THIRD FLOOR PLAN  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.4

112

11f



3rd FLOOR PLAN  
 PHASE 1, BUILDING 2

SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 477-3405

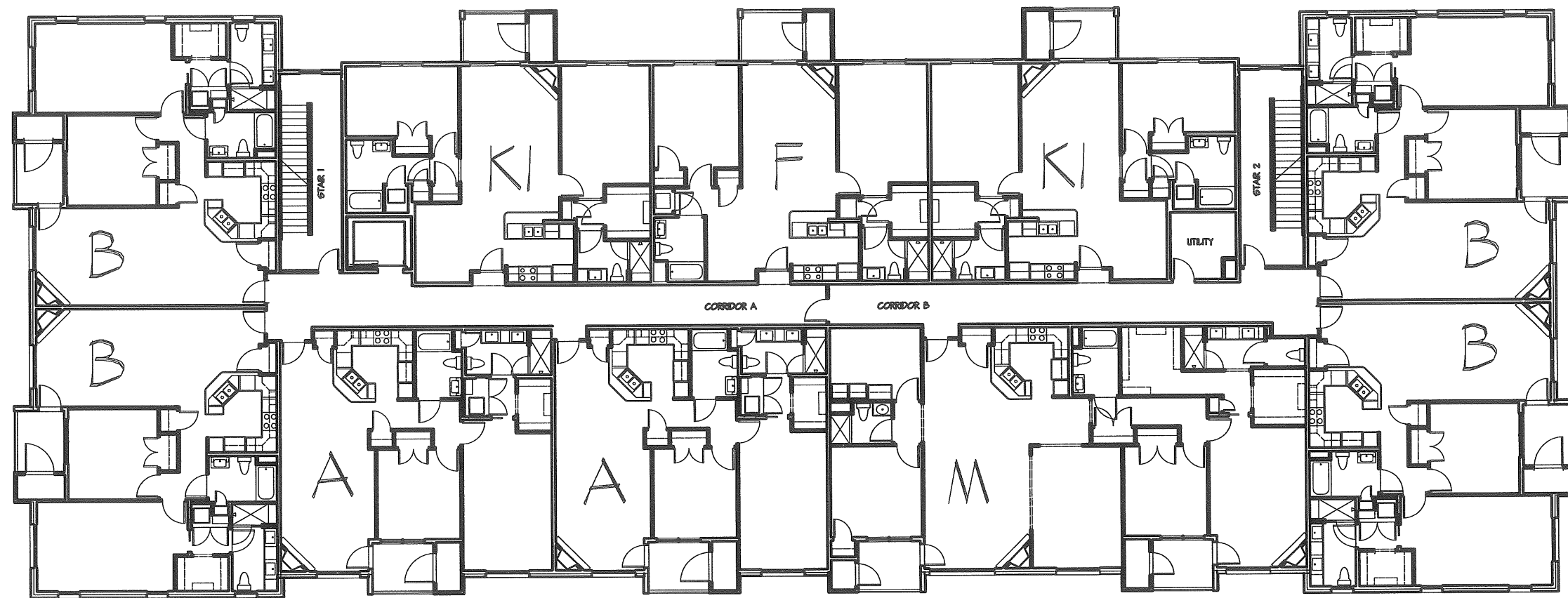
THE VILAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

THIRD FLOOR PLAN  
 Phase 1/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.5



4th FLOOR PLAN  
 PHASE I, BUILDING 1

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA :AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FOURTH FLOOR PLAN  
 Phase I/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.6





4th FLOOR PLAN  
 PHASE I, BUILDING 2  
 SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 17,023 SF

11A

DAVID M. WHITE, ARCHITECT  
 403 Tibbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

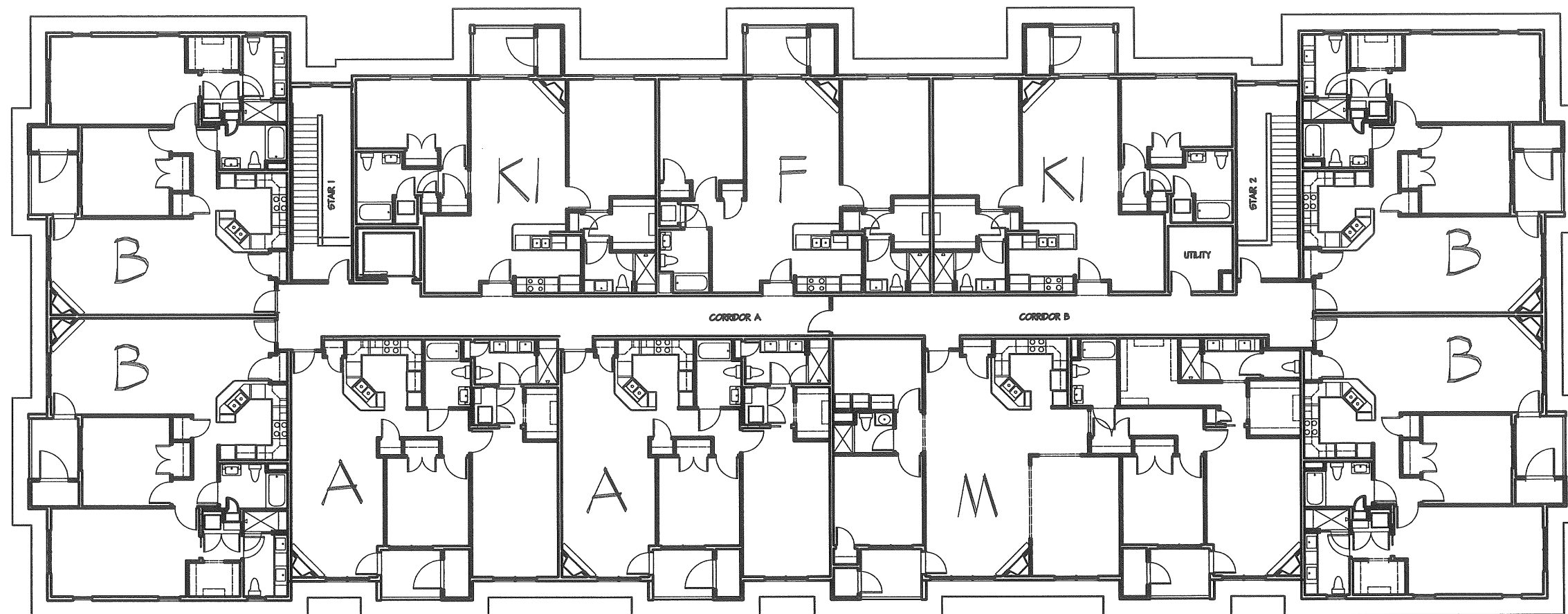
THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA .AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FOURTH FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.7



5th FLOOR PLAN  
 PHASE I/ BUILDING I

SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 15,680 SF  
 DECK AREA: 677 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FIFTH FLOOR PLAN  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.8

11c



5th FLOOR PLAN  
PHASE I, BUILDING 2

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 16,808 SF

DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA .AUTOSAVE

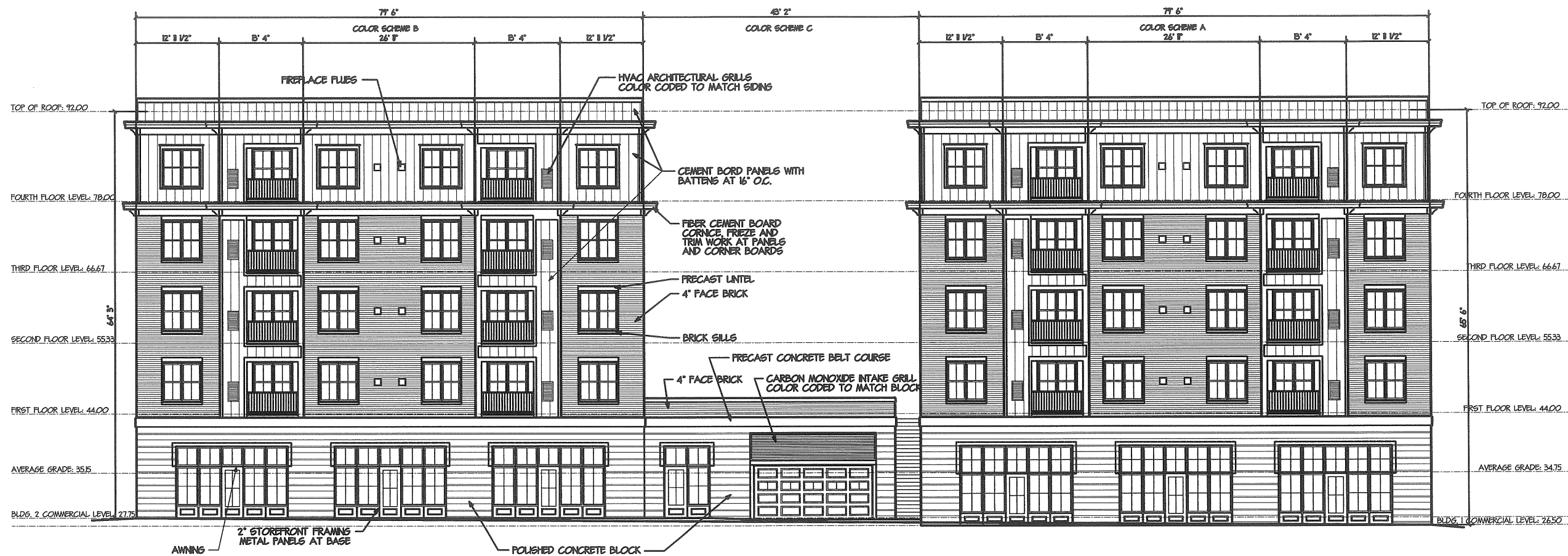
THE BAY HOUSE  
Middle Street  
Portland, Maine

FIFTH FLOOR PLAN  
Phase I/Building 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.9

11 K



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.

DAVID M. WHITE, ARCHITECT  
403 Tobbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

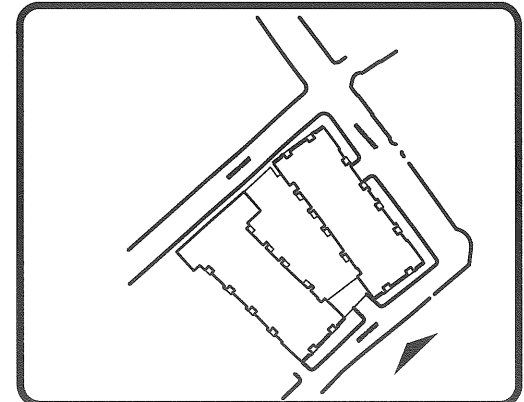
THE VILAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

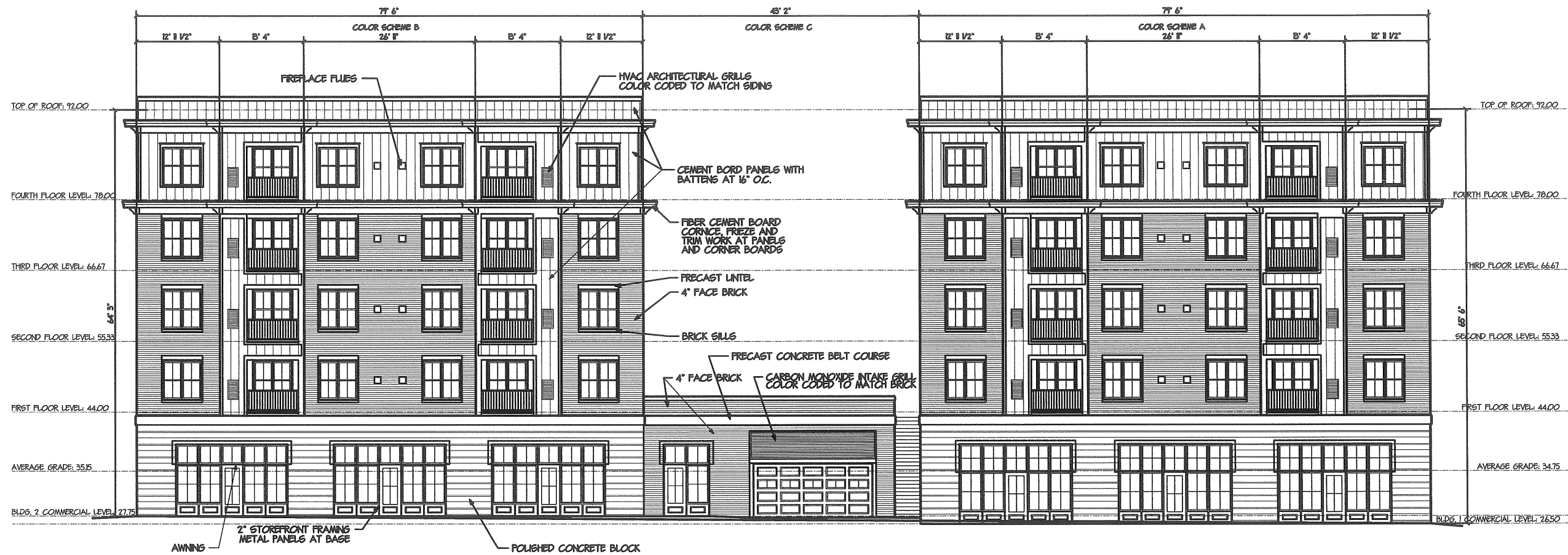
SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.10

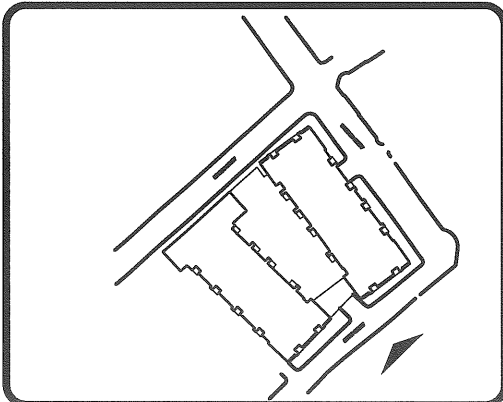


11 L



BUILDINGS 1 & 2  
 MIDDLE STREET ELEVATION  
 SCALE: 1/16" = 1' 0"

NOTES:  
 LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS  
 TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
 ALL EXTERIOR APPURTANCES SUCH AS EXHAUST  
 HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE  
 EITHER FACTORY FINISHED OR FIELD FINISHED TO  
 COORDINATE WITH THE COLOR OF THE FINISH IN  
 WHICH THERE ARE TO BE INSTALLED.



DAVID M. WHITE, ARCHITECT  
 403 Tobbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

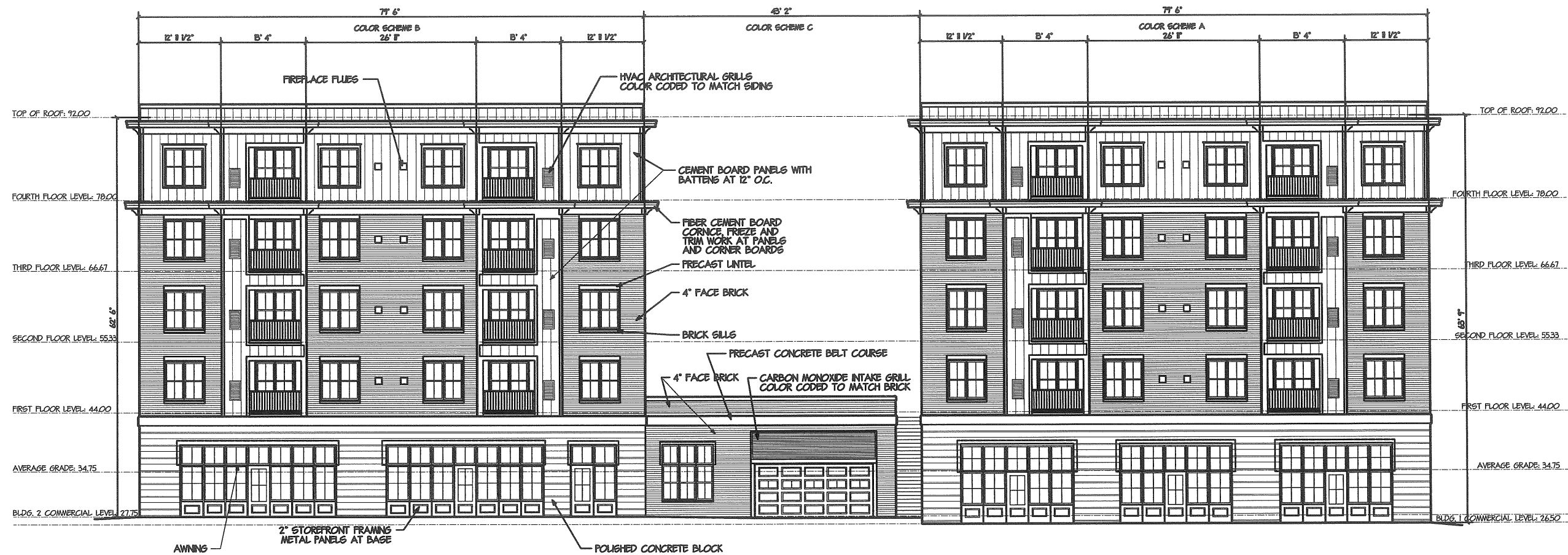
SOUTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.10



11 M



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS  
TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST  
HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE  
EITHER FACTORY FINISHED OR FIELD FINISHED TO  
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WHICH THERE ARE TO BE INSTALLED.

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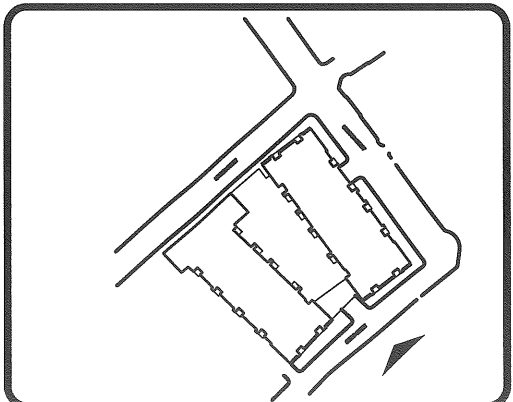
THE VILLAGE AT OCEAN GATE, LLC  
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Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

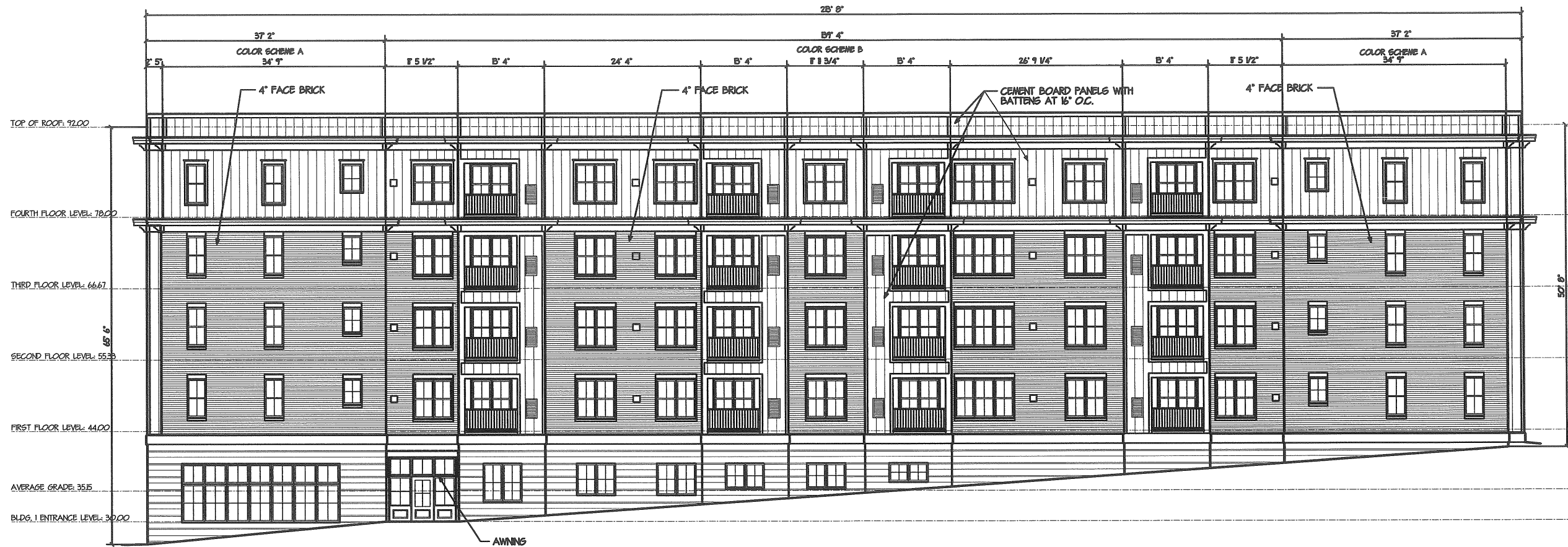
SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

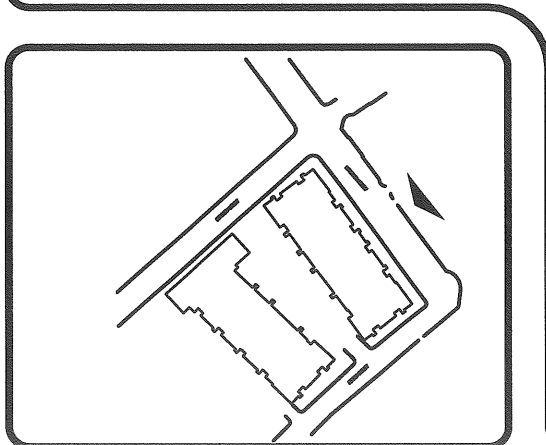
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P.10



11.20



BUILDING 1  
HANCOCK STREET ELEVATION



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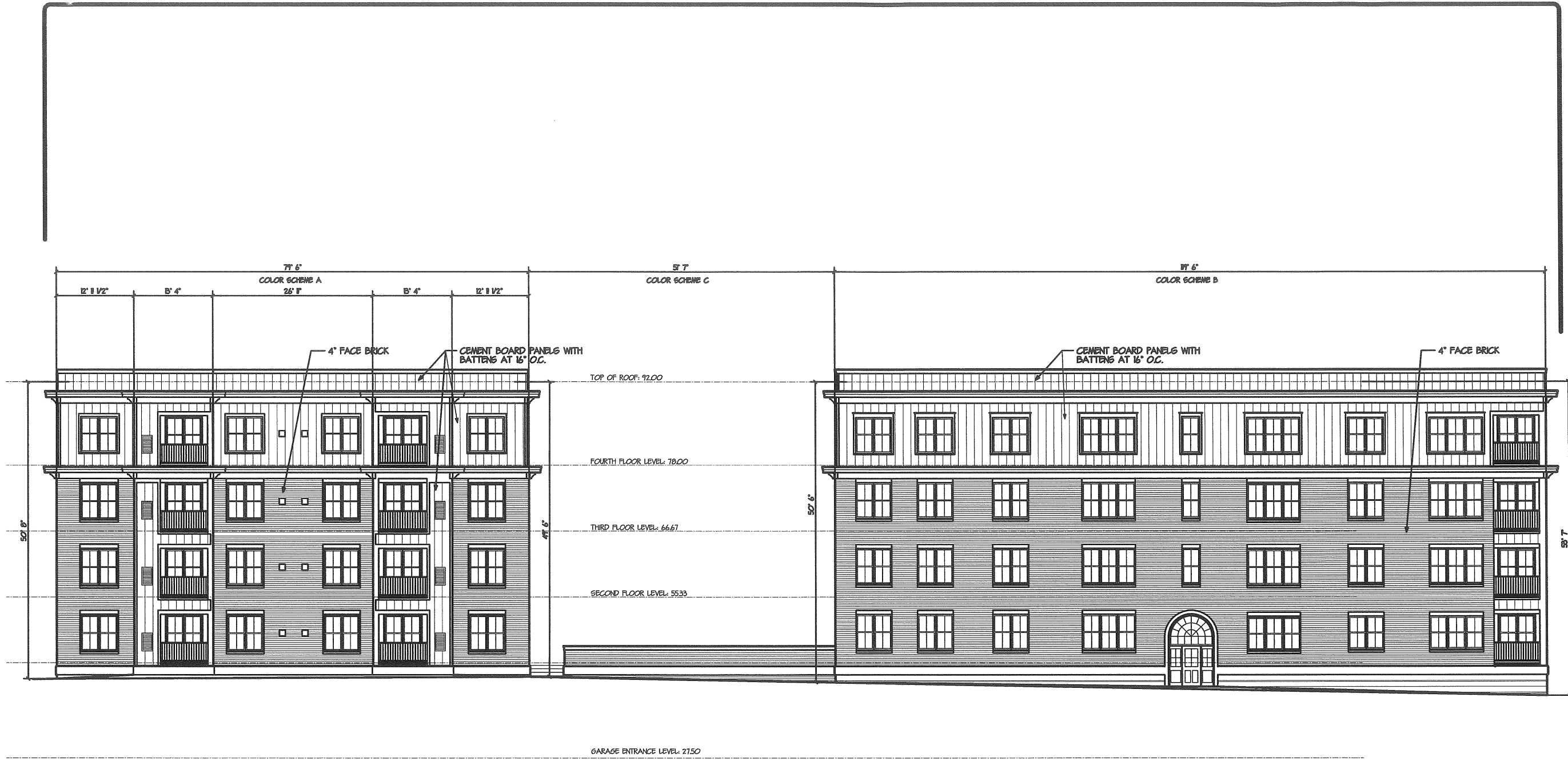
THE VILLAGE AT OCEAN GATE, LLC  
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 Middle Street  
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EAST ELEVATION  
 Phase I/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
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BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION  
 SCALE: 1/16" = 1' 0"

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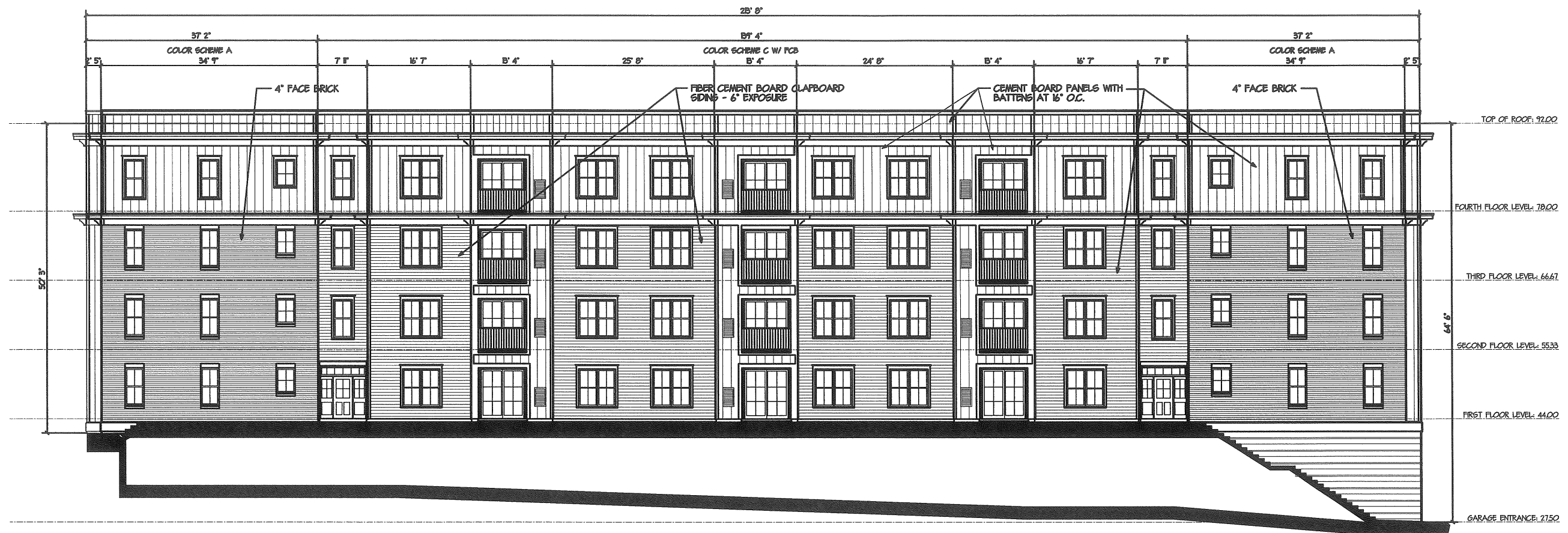
THE VILLAGE AT OCEAN GATE, LLC  
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THE BAY HOUSE  
 Middle Street  
 Portland, Maine

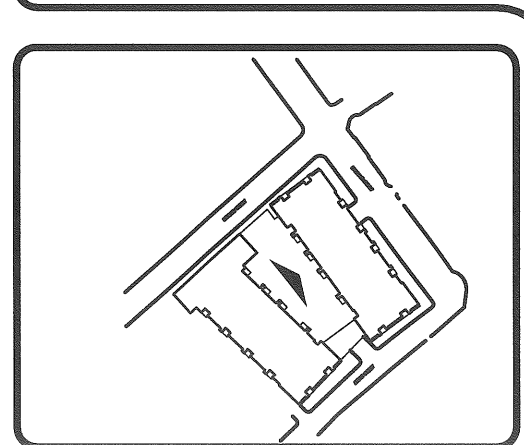
NORTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

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BUILDING 1  
 WEST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"



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 Portland, Maine

WEST ELEVATION  
 Phase 1/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

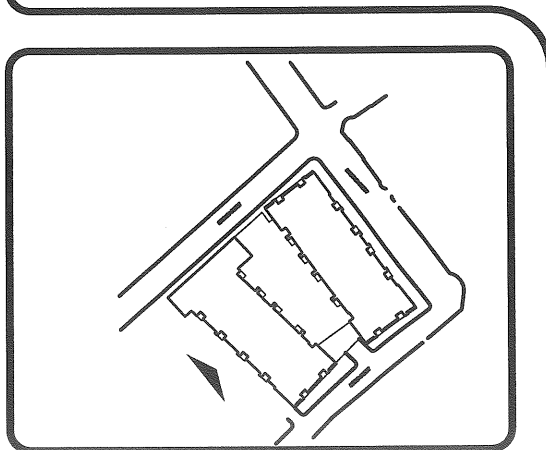
DRG. NO.  
 P.13

TOP OF ROOF: 92.00  
 FOURTH FLOOR LEVEL: 79.00  
 THIRD FLOOR LEVEL: 66.67  
 SECOND FLOOR LEVEL: 55.33  
 FIRST FLOOR LEVEL: 44.00  
 GARAGE ENTRANCE: 27.50

11 R



BUILDING 2  
 WEST ELEVATION  
 SCALE: 1/16" = 1' 0"



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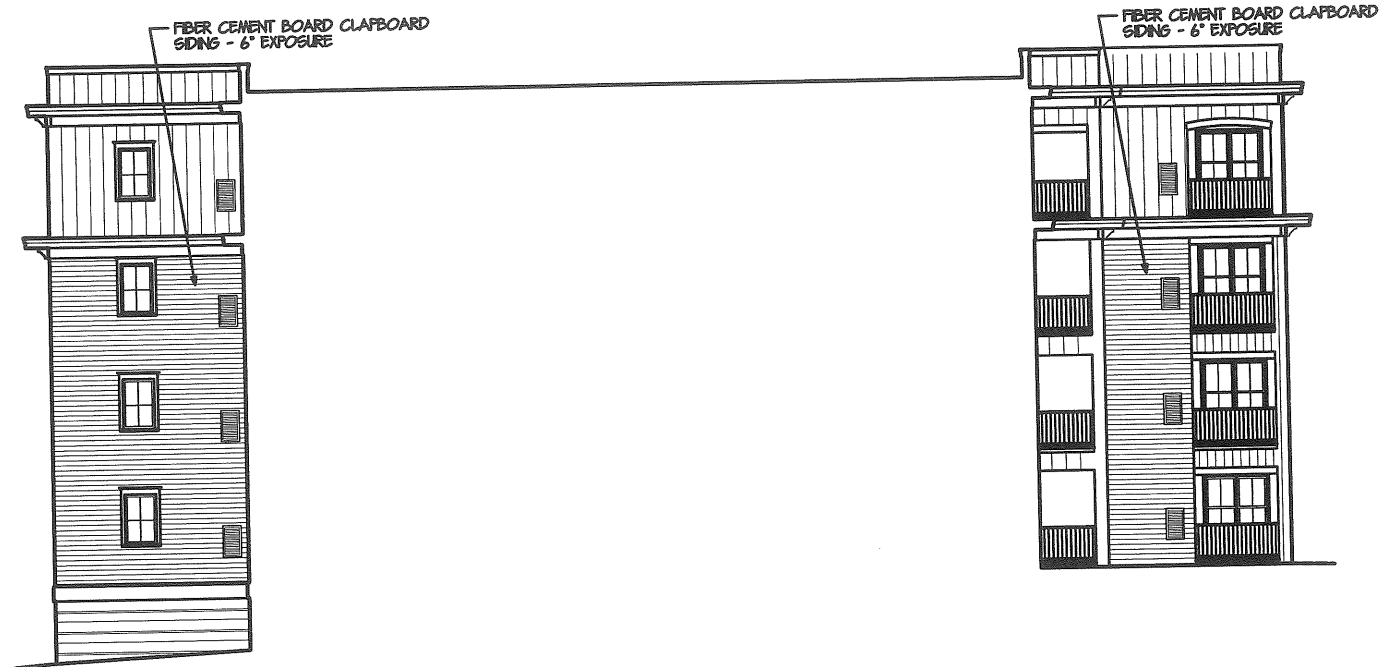
WEST ELEVATION  
 Phase 1/Building 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.15

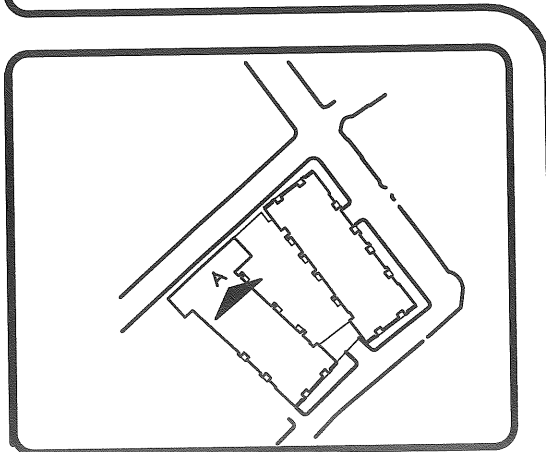


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ELEVATION A

BUILDING 2  
ELEVATION A THROUGH BUILDING  
SCALE: 1/16" = 1' 0"



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 Middle Street  
 Portland, Maine

ELEVATION A  
 Phase 1/Building 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.16

|  |  |   |   |   |
|--|--|---|---|---|
| JOHN FITZPATRICK<br>PO BOX 8118<br>PORTLAND, ME 04104<br>BLOCK B LOT 13<br>BOOK 16910 PAGE 0006              | MICUCCI BROTHERS INC.<br>139 HARTLEY STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11090 PAGE 193 | FRANCIS JACKSON<br>125 NEWBURY STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 23<br>BOOK 15900 PAGE 340            | ALISON AND DAVID BROWN<br>43 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 23<br>BOOK 17068 PAGE 132      | BARTLETT ISLAND LLC<br>67 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 19<br>BOOK 17068 PAGE 212             |
| CATAMONT PROPERTIES LLC<br>30 LEDENWOOD DRIVE<br>FALMOUTH, ME 04105<br>BLOCK B LOT 14<br>BOOK 16863 PAGE 140 | TIM HARDY<br>1728 ASTURIAS STREET<br>ST AUGUSTINE, FL 32080<br>BLOCK D LOT 1 AND 28<br>BOOK 12194 PAGE 50  | 44 FEDERAL STREET LLC<br>4646 NORTH HERMITAGE<br>CHICAGO, IL 60640<br>BLOCK D LOT 11<br>BOOK 22369 PAGE 122     | DOMINIC REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 24<br>BOOK 14437 PAGE 286      | M&HC INC.<br>28 PORTLAND AVENUE<br>OLD ORCHARD, ME 04064<br>BLOCK E LOT 20<br>BOOK 15267 PAGE 127                 |
| HADLEY M. BROWN<br>97 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK B LOT 17<br>BOOK 3934 PAGE 215           | DAVID FILIPOS<br>36 FEDERAL STREET #3<br>PORTLAND, ME 04101<br>BLOCK D LOT 2<br>BOOK 15976 PAGE 285        | ROLAND SMAILEY JR.<br>73 WALL STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 12<br>BOOK 12574 PAGE 217             | BETTY POWROY<br>PO BOX 432<br>WESTBROOK, ME 04098<br>BLOCK D LOT 25<br>BOOK 6706 PAGE 276                     | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166         |
| SHIPYARD BREWING CO LLC<br>86 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK C LOT 9<br>BOOK 12206 PAGE 170   | JONATHAN PRESTON<br>PO BOX 1518<br>CHARLESTOWN, RI 02813<br>BLOCK D LOT 8<br>BOOK 18802 PAGE 237           | VILLAGE CAFE INC.<br>106 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13, 14, 15<br>BOOK 15585 PAGE 304  | DOMINIC REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 29<br>BOOK 15585 PAGE 304      | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 22<br>BOOK 14219 PAGE 166         |
| MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 21<br>BOOK 13107 PAGE 126      | KAC LLC<br>19 VISTA DRIVE<br>SOUTH PORTLAND, ME 04106<br>BLOCK D LOT 22<br>BOOK 21962 PAGE 258             | THOMAS AND MARCIA CARLISTA<br>123 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 22<br>BOOK 15416 PAGE 137 | DOMINIC REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK E LOT 23 & 25<br>BOOK 18479 PAGE 228 | HILARY AND STEPHEN ANDREW<br>25 MIDDLE STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 23 & 25<br>BOOK 18479 PAGE 228 |

ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

PARCEL 1  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 47°-47'-16" E, A DISTANCE OF 258.87 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 66 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 36°-27'-23" E, A DISTANCE OF 220.42 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 49.5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 50°-24'-52" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 172.32 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 44°-09'-02" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.98 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY HILARY AND STEPHEN ANDREW, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 226 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF SAID ANDREW, A DISTANCE OF 79.31 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 42°-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 42°-35'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 55.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 46°-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 42°-26'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 37.23 FEET, TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,458 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

PARCEL 2  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE NORTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY ROLAND SMAILEY JR., RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12574 PAGE 217 AND THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 36°-27'-23" E, BY AND ALONG THE WESTERLY SIDE OF SAID HANCOCK STREET, A DISTANCE OF 94.41 FEET TO A POINT ON THE NORTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY OF 50 FEET, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 40°-57'-08" W, BY AND ALONG THE LAND OF SAID THOMAS AND MARCIA CARLISTA, A DISTANCE OF 47.80 FEET, TO A BUILDING CORNER, SAID CORNER BEING THE NORTHERLY CORNER OF LAND OF SAID CARLISTA AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 46°-26'-24" W, BY AND ALONG THE LAND OF SAID CARLISTA, A DISTANCE OF 27.42 FEET, TO A POINT ON THE FACE OF SAID BUILDING, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY DOMINIC REALTY LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15585 PAGE 307, AND SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 42°-49'-31" W, BY AND ALONG THE LAND OF SAID DOMINIC REALTY LLC, A DISTANCE OF 122.49 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID DOMINIC REALTY LLC AND THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 45°-49'-42" E, BY AND ALONG THE LAND NOW OR FORMERLY OWNED BY JONATHAN PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 18802 PAGE 237, AND PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN SAID REGISTRY IN BOOK 12269 PAGE 122, A DISTANCE OF 40.08 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID JONATHAN PRESTON, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 44°-10'-18" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 4.00 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 47°-14'-55" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 45.34 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

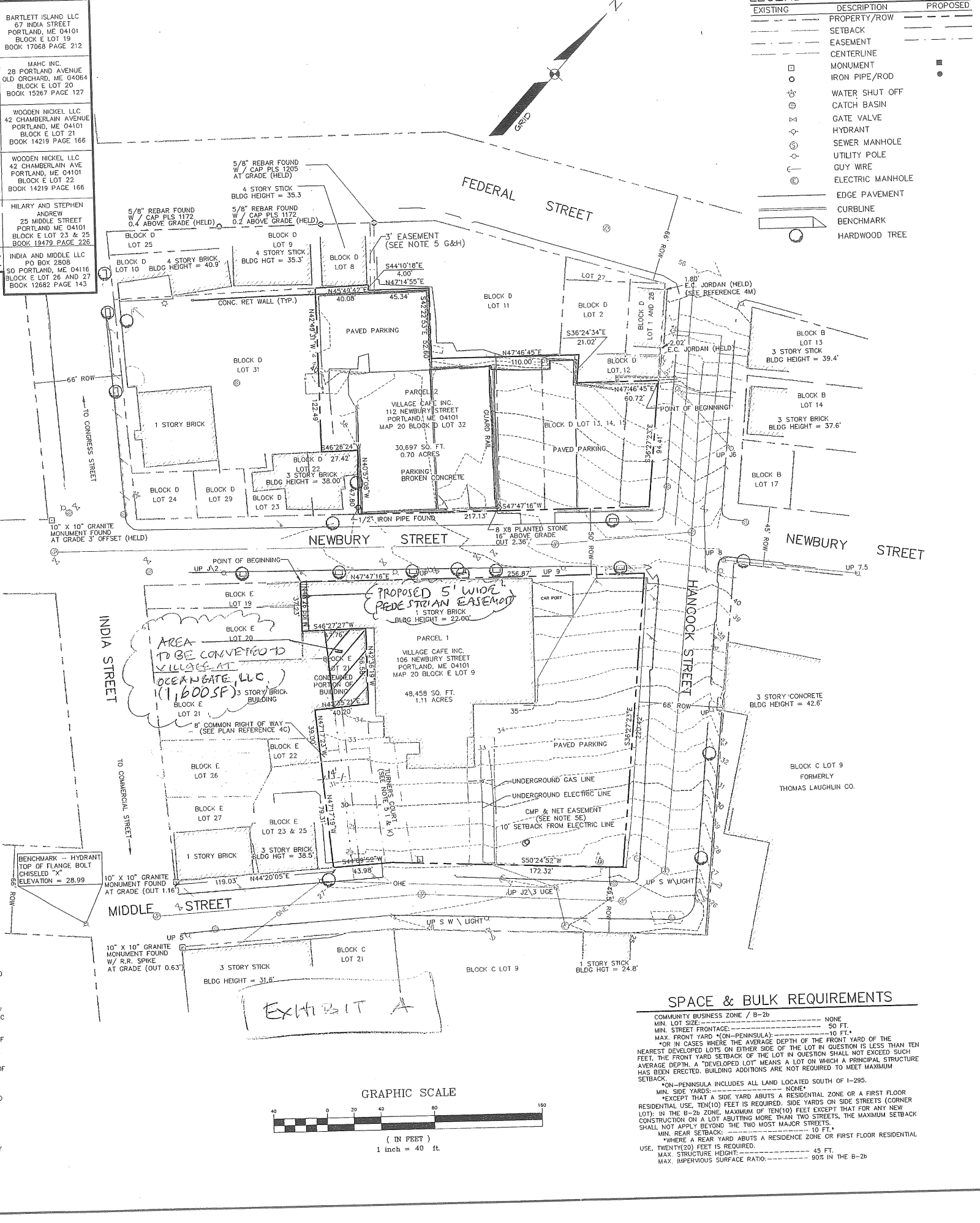
THENCE, S 42°-22'-53" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 52.60 FEET TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC AND THE LAND NOW OR FORMERLY OWNED BY DAVID FILIPOS, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15976 PAGE 285, A DISTANCE OF 110.00 FEET, TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY SAID ROLAND SMAILEY JR. AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, S 36°-24'-34" E, BY AND ALONG THE LAND OF SAID ROLAND SMAILEY JR., A DISTANCE OF 21.02 FEET, TO A POINT, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LAND OF SAID SMAILEY AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID ROLAND SMAILEY JR., A DISTANCE OF 60.72 FEET, TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 30,697 SQUARE FEET OR 0.70 ACRES, MORE OR LESS.



GENERAL NOTES:

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 17317/167, 3161/1304, 4357/291, 3217/63, 3004/226, 3091/703, 3752/140, 3112/131, 3024/132, 3291/260, 2996/237, 2996/235, 4357/289, 4084/222, 9520/75.
- THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20, BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
- THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH NAD 1983 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
- PLAN REFERENCES:
  - PLAN TITLED "ALTA / ACSM TITLE SURVEY OF JORDAN'S MEATS PROPERTY, PREPARED FOR PHE I LIMITED PARTNERSHIP, BY SEBAGO TECHNICS, INC., DATED 4/29/05.
  - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORT STREETS, PORTLAND MAINE" PREPARED FOR AMERICAN HOST & DERRICK CO. BY OWEN HASKELL, INC., DATED APRIL OF 1987.
  - ALTA/ACSM LAND TITLE SURVEY, PREPARED FOR ARI REAL ESTATE HOLDINGS BY OWEN HASKELL, INC., DATED NOV. 8, 2001.
  - PLAN TITLED "PLAN OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING SECTION - HAMPSHIRE STREET SL WORKSHEET" BY THE CITY OF PORTLAND ENGINEERS OFFICE, DATED FEB. 2002.
  - RIGHT OF WAY MAPS BY THE CITY OF PORTLAND; # 21, 52, 73, AND 113.
  - PLAN OF SEWER LINE - NEWBURY STREET, BUILT JUNE 1877, CITY PLAN #425/5. PLAN OF SEWER LINE - MIDDLE STREET, RE-BUILT AUG. 1929, CITY PLAN #424/10. CITY PLAN OF SEWER LINE - INDIA, NEWBURY, FEDERAL, AND CONGRESS ST. RE-BUILT AUG. 1926, CITY PLAN #440/25.
  - PLAN OF PROPERTY IN PORTLAND, MAINE, PREPARED FOR THOMAS LAUGHLIN CO., DATED SEPT. 2, 1995; DRAWING #473/9.
  - PLAN OF PORTLAND SEWER SYSTEM INFILTRATION - INFLOW ANALYSIS, PREPARED FOR PORTLAND WATER DISTRICT BY HUNTER-BALLEW ASSOCIATES, CITY DRAWING #W-4.
  - PORTLAND WATER DISTRICT, PORTLAND SHEET 9.
  - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORT STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987, REVISED 11/2/95.
  - SITE PLAN "ADDITIONS TO THE VILLAGE CAFE, PORTLAND, ME. BY JOHN H. LEASURE - ARCHITECT, INC., DATED JAN. 4, 1985.
  - PLAN TITLED "INDIA ST. REBUILDING SEWER - MIDDLE ST. TO CONGRESS ST., BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DRAWN ON 11/4/55, DRAWING #59/8.
  - "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR VILLAGE CAFE" DATED 4-10-84 BY EC JORDAN.
- SUBJECT TO:
  - RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3406 PAGE 115.
  - RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY FOR NOISE, VIBRATION, SMOKE, SOOT, CHIMERS, FUMES, GASES, AND VAPORS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN THE FOLLOWING BOOKS AND PAGES: 1611/322, 2084/472, 1899/75, 1611/327, 1611/321, 1658/313, 2041/135.
  - RIGHTS AND EASEMENT GRANTED BY AMEDED REAL AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2806 PAGE 166.
  - RIGHTS AND EASEMENTS GRANTED BY AMEDED REAL AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3027 PAGE 770.
  - RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC. TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 6793 PAGE 349.
  - RIGHTS AND EASEMENTS GRANTED BY WARWICK CORPORATION TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 557.
  - THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN DEED FROM GEISINGER REALTY CO. TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3142 PAGE 190.
  - 10 FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036, QUOTED AS READING "THE ABOVE DESCRIBED PREMISES MAY BE SUBJECT TO A RIGHT OF WAY ABOUT 10 FEET WIDE AND 42 FEET LONG LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN A DEED TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3142, PAGE 190," NOT SHOWN ON PLAN.
  - RIGHTS OF OTHERS TO PASS OVER PARCEL 1 TO AND FROM TURNER'S COURT AS DESCRIBED IN DEED FROM GEOFFREY I. RICE TO VILLAGE CAFE, INC. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4308 PAGE 125.
  - RIGHTS DESCRIBED IN DEED FROM ARNOLD M. SIDIJANO TO MARIA DEFLIPPO NAVARRO RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1148 PAGE 240.
  - LIMITS OF TURNERS COURT ARE BASED ON PLAN REFERENCE "M".
  - BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT 8 DESCRIBED IN BOOK 7575 PAGE 0074.
  - THERE IS NO 100 YEAR FLOOD PLAIN LOCATED ON THE SITE AND IS DESIGNATED AS ZONE C PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTLAND, MAINE, COMMUNITY PANEL NUMBER 230051 0014 B DATED JULY 17, 1986.
  - PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.
- THIS PLAN IS BASED UPON A BOUNDARY SURVEY PERFORMED IN ACCORDANCE WITH THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE WITH THE EXCEPTION THAT NO NEW MONUMENT HAS BEEN SET AT THE ISSUANCE OF THIS PLAN.

SPACE & BULK REQUIREMENTS

COMMUNITY BUSINESS ZONE / B-2b  
 MIN. LOT SIZE: NONE  
 MIN. STREET FRONTAGE: 50 FT.  
 MAX. FRONT YARD (NON-PENINSULA) SETBACK: 10 FT.  
 \*OR IN CASES WHERE THE AVERAGE DEPTH OF THE FRONT YARD OF THE NEAREST DEVELOPED LOTS ON EITHER SIDE OF THE LOT IN QUESTION IS LESS THAN TEN FEET, THE FRONT YARD SETBACK OF THE LOT IN QUESTION SHALL NOT EXCEED SUCH AVERAGE DEPTH. A "DEVELOPED LOT" MEANS A LOT ON WHICH A PRINCIPAL STRUCTURE HAS BEEN ERRECTED, BUILDING ADDITIONS ARE NOT REQUIRED TO MEET MAXIMUM SETBACK.  
 \*NON-PENINSULA INCLUDES ALL LAND LOCATED SOUTH OF I-295.  
 MIN. SIDE YARDS: NONE  
 EXCEPT THAT A SIDE YARD ABUTS A RESIDENTIAL ZONE OR A FIRST FLOOR RESIDENTIAL USE, TEN(10) FEET IS REQUIRED, SIDE YARDS ON SIDE STREETS (CORNER LOT): IN THE B-2b ZONE, MAXIMUM OF TEN(10) FEET EXCEPT THAT FOR ANY NEW CONSTRUCTION ON A LOT ABUTTING MORE THAN TWO STREETS, THE MAXIMUM SETBACK SHALL NOT APPLY BEYOND THE TWO MOST MAJOR STREETS.  
 MIN. REAR SETBACK: 10 FT.  
 WHERE A REAR YARD ABUTS A RESIDENCE ZONE OR FIRST FLOOR RESIDENTIAL USE, TWENTY(20) FEET IS REQUIRED.  
 MAX. STRUCTURE HEIGHT: 45 FT.  
 MAX. IMPERVIOUS SURFACE RATIO: 90% IN THE B-2b

SURVEYOR'S STATEMENT

THE UNDERSIGNED HEREBY STATE TO GET ACQUISITIONS I LLC, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS SURVEY WAS ACTUALLY MADE UPON THE GROUND; THAT THE INFORMATION, COURSES, ANGLES AND DISTANCES SHOWN THEREON ARE CORRECT; THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL STREETS, EASEMENTS, RIGHT-OF-WAY AND UTILITY LINES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) EASEMENTS OR RIGHT-OF-WAY ACROSS THE PREMISES; (B) PARTY WALLS; (C) ENCROACHMENTS ON ADJOINING PREMISES, STREETS OR ALLEYS OF ANY SAID BUILDINGS, STRUCTURES OR IMPROVEMENTS; OR (D) ENCROACHMENTS UPON THE PREMISES BY ANY BUILDING, STRUCTURE OR IMPROVEMENTS SITUATED ON ANY ADJOINING PREMISES. PHYSICAL EVIDENCE OF BOUNDARY IMPROVEMENTS DOES NOT VIOATE ANY SETBACK OR OTHER BUILDING LINES.

THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1999 AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 8, 9, 10, 11, AND 13 OF TABLE THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN 2000) OF AN "URBAN" SURVEY.

SIGNED BY: \_\_\_\_\_ DATED: \_\_\_\_\_

**Sebago Technics**  
 Engineering Expenses You Can Build On  
 One Chestnut Street  
 Westbrook, Me 04098-1339  
 Tel (207) 858-0277

**ALTA / ACSM LAND TITLE SURVEY**  
 OF: **VILLAGE CAFE INC.**  
 113 NEWBURY ST., 113 NEWBURY ST., 40 HANCOCK ST.  
 PORTLAND, MAINE  
 FOR: **GFI ACQUISITIONS I, LLC**  
 133 TREARL STREET, SUITE 400  
 BOSTON, MA 02110

DATE: 7/12/05  
 SCALE: 1"=40'

SHEET 1 OF 1

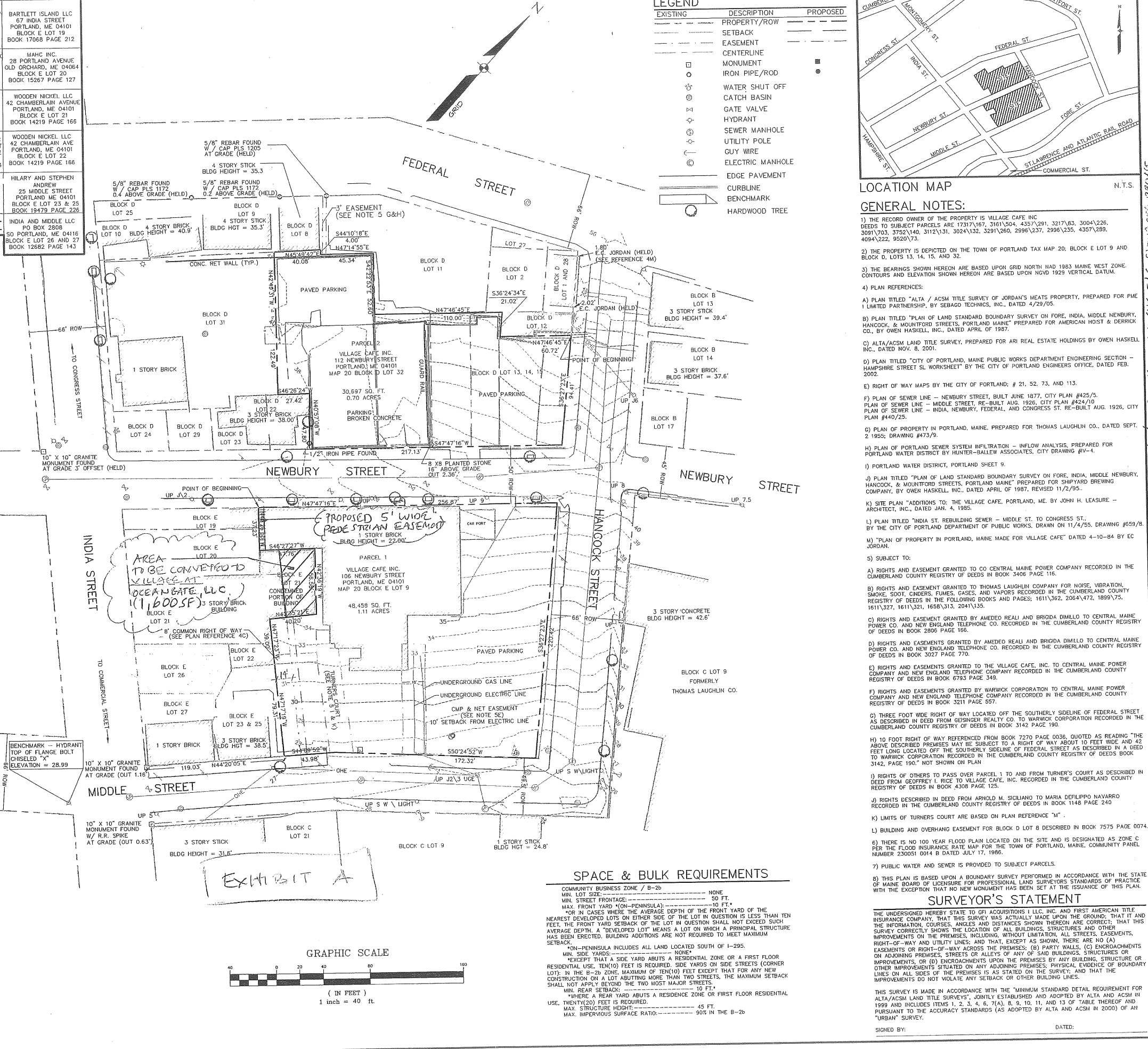
|  |  |   |  |  |
|--|--|---|--|--|
| JOHN FITZPATRICK<br>PO BOX 8115<br>PORTLAND, ME 04104<br>BLOCK B LOT 13<br>BOOK 16910 PAGE 0066              | MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11090 PAGE 193  | FRANCIS JACKSON<br>139 HARTLEY STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 10<br>BOOK 13590 PAGE 340            | ALLISON AND DAVID BROWN<br>125 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 23<br>BOOK 15768 PAGE 132   | BARTLETT ISLAND LLC<br>67 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 19<br>BOOK 17068 PAGE 212                |
| CATAMONT PROPERTIES LLC<br>30 LEDGEWOOD DRIVE<br>FALMOUTH, ME 04105<br>BLOCK B LOT 14<br>BOOK 16863 PAGE 140 | TIM HARDY<br>1728 ASTURIAS STREET<br>STAUGUSTINE, FL 32080<br>BLOCK D LOT 1 AND 20<br>BOOK 12154 PAGE 50 | 44 FEDERAL STREET LLC<br>4646 NORTH HERMITAGE<br>CHICAGO, IL 60640<br>BLOCK D LOT 11<br>BOOK 22369 PAGE 122     | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 24<br>BOOK 14437 PAGE 266 | MAHC INC.<br>28 PORTLAND AVENUE<br>OLD ORCHARD, ME 04064<br>BLOCK E LOT 20<br>BOOK 15267 PAGE 127                    |
| HADLEY M. BROWN<br>97 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK B LOT 17<br>BOOK 3934 PAGE 215           | DAVID FILIPPO<br>36 FEDERAL STREET #3<br>PORTLAND, ME 04101<br>BLOCK D LOT 2<br>BOOK 15976 PAGE 285      | ROLAND SMALLEY JR.<br>73 WALL STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 12<br>BOOK 12574 PAGE 217             | BETTY POMROY<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 6706 PAGE 278            | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| SHIPYARD BREWING CO LLC<br>66 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK C LOT 9<br>BOOK 12206 PAGE 170   | JONATHAN PRESTON<br>PO BOX 1516<br>CHARLESTOWN, RI 02813<br>BLOCK D LOT 8<br>BOOK 18802 PAGE 237         | VILLAGE CAFE INC.<br>106 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13, 14, 15<br>BOOK 15585 PAGE 307  | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 29<br>BOOK 15585 PAGE 304 | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 21<br>BOOK 13107 PAGE 126      | KAC LLC<br>19 WISTA DRIVE<br>SOUTH PORTLAND, ME 04106<br>BLOCK D LOT 9<br>BOOK 21962 PAGE 258            | THOMAS AND MARCIA CARLISTA<br>123 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 22<br>BOOK 15416 PAGE 137 | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 31<br>BOOK 15585 PAGE 307 | HILARY AND STEPHEN<br>ANDREW<br>25 MIDDLE STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 23 & 25<br>BOOK 19479 PAGE 228 |

ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

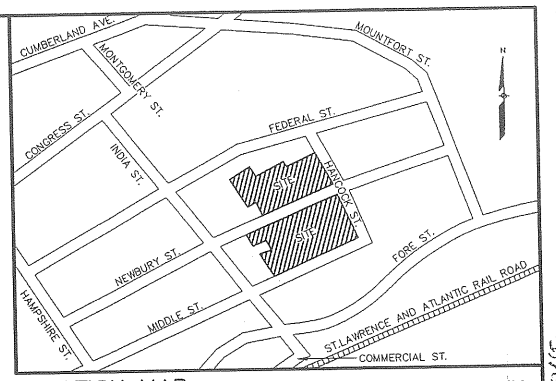
**PARCEL 1**  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-47'-16" E, A DISTANCE OF 256.87 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 56 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 36°-27'-23" E, A DISTANCE OF 220.42 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 49.5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 50°-24'-52" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 172.32 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 44°-09'-52" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.98 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF SAID HANCOCK STREET, HAVING A RIGHT OF WAY OF 56 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED, AS RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 226 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-17'-23" W, BY AND ALONG THE LAND OF SAID ANDREW, A DISTANCE OF 79.31 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-35'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 56.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 46°-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-28'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 27.23 FEET, TO THE POINT OF BEGINNING,  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,458 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

**PARCEL 2**  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE NORTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY ROLAND SMALLEY JR., RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12574 PAGE 217 AND THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 36°-27'-23" E, BY AND ALONG THE WESTERLY SIDE OF SAID HANCOCK STREET, A DISTANCE OF 94.41 FEET TO A POINT ON THE NORTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY OF 50 FEET, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, A DISTANCE OF 217.13 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY THOMAS AND MARCIA CARLISTA, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15416 PAGE 137, AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 40°-57'-08" W, BY AND ALONG THE LAND OF SAID THOMAS AND MARCIA CARLISTA, A DISTANCE OF 47.80 FEET, TO A BUILDING CORNER, SAID CORNER BEING THE NORTHERLY CORNER OF LAND OF SAID CARLISTA AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 46°-26'-24" W, BY AND ALONG THE LAND OF SAID CARLISTA, A DISTANCE OF 27.42 FEET, TO A POINT ON THE FACE OF SAID BUILDING, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY DOMINIC REALI REALTY LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15585 PAGE 307, AND SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-49'-31" W, BY AND ALONG THE LAND OF SAID DOMINIC REALI REALTY LLC, A DISTANCE OF 122.49 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF LAND OF SAID DOMINIC REALI REALTY LLC AND THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 45°-49'-42" E, BY AND ALONG THE LAND NOW OR FORMERLY OWNED BY JONATHAN PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 18802 PAGE 237, AND LAND NOW OR FORMERLY OWNED BY 44 FEDERAL STREET LLC RECORDED IN SAID REGISTRY IN BOOK 22369 PAGE 122, A DISTANCE OF 40.06 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID JONATHAN PRESTON, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 44°-10'-18" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 4.00 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-14'-55" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 45.34 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 42°-22'-53" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 52.60 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC AND THE LAND NOW OR FORMERLY OWNED BY DAVID FILIPPO RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15976 PAGE 285, A DISTANCE OF 110.00 FEET, TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY SAID ROLAND SMALLEY JR. AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 36°-24'-34" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 21.02 FEET, TO A POINT, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LAND OF SAID SMALLEY AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 60.72 FEET, TO THE POINT OF BEGINNING,  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 30,697 SQUARE FEET OR 0.70 ACRES, MORE OR LESS.



**LEGEND**

| EXISTING | DESCRIPTION      | PROPOSED |
|----------|------------------|----------|
| ---      | PROPERTY/ROW     | ---      |
| ---      | SETBACK          | ---      |
| ---      | EASEMENT         | ---      |
| ---      | CENTERLINE       | ---      |
| ○        | MONUMENT         | ○        |
| ○        | IRON PIPE/ROD    | ○        |
| ○        | WATER SHUT OFF   | ○        |
| ○        | CATCH BASIN      | ○        |
| ○        | GATE VALVE       | ○        |
| ○        | HYDRANT          | ○        |
| ○        | SEWER MANHOLE    | ○        |
| ○        | UTILITY POLE     | ○        |
| ○        | GUY WIRE         | ○        |
| ○        | ELECTRIC MANHOLE | ○        |
| ○        | EDGE PAVEMENT    | ○        |
| ○        | CURBLINE         | ○        |
| ○        | BENCHMARK        | ○        |
| ○        | HARDWOOD TREE    | ○        |

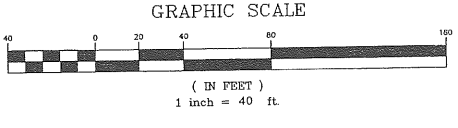


GENERAL NOTES:

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 17317/167, 3161/504, 4357/291, 3217/63, 3004/226, 3091/703, 3752/140, 3112/131, 3024/132, 3291/260, 2996/237, 2996/235, 4357/289, 4094/222, 9520/73.
- THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20, BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
- THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH HAD 1983 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
- PLAN REFERENCES:
  - PLAN TITLED "ALTA / ACSM LAND TITLE SURVEY OF JORDAN'S MEATS PROPERTY, PREPARED FOR PME LIMITED PARTNERSHIP, BY SEBAGO TECHINCS, INC., DATED 4/29/05.
  - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY FOR FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORT STREETS, PORTLAND MAINE" PREPARED FOR AMERICAN HOT & DERRICK CO., BY OWEN HASKELL, INC., DATED APRIL OF 1987.
  - ALTA/ACSM LAND TITLE SURVEY, PREPARED FOR ARI REAL ESTATE HOLDINGS BY OWEN HASKELL INC., DATED NOV. 8, 2001.
  - PLAN TITLED "CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING SECTION - HAMPSHIRE STREET SL WORKSHEET" BY THE CITY OF PORTLAND ENGINEERS OFFICE, DATED FEB. 2002.
  - RIGHT OF WAY MAPS BY THE CITY OF PORTLAND; # 21, 52, 73, AND 113.
  - PLAN OF SEWER LINE - NEWBURY STREET, BUILT JUNE 1877, CITY PLAN #425/5. PLAN OF SEWER LINE - MIDDLE STREET, RE-BUILT AUG. 1926, CITY PLAN #424/10. PLAN OF SEWER LINE - INDIA, NEWBURY, FEDERAL, AND CONGRESS ST. RE-BUILT AUG. 1926, CITY PLAN #440/25.
  - PLAN OF PROPERTY IN PORTLAND, MAINE, PREPARED FOR THOMAS LAUGHLIN CO., DATED SEPT. 2 1955; DRAWING #473/9.
  - PLAN OF PORTLAND SEWER SYSTEM INFILTRATION - INFLOW ANALYSIS, PREPARED FOR PORTLAND WATER DISTRICT BY HUNTER-BALLEW ASSOCIATES, CITY DRAWING #4-4.
  - PORTLAND WATER DISTRICT, PORTLAND SHEET 9.
  - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY FOR FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORT STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987, REVISED 11/2/95.
  - SITE PLAN "ADDITIONS TO THE VILLAGE CAFE, PORTLAND, ME. BY JOHN H. LEASURE - ARCHITECT, INC., DATED JAN. 4, 1985.
  - PLAN TITLED "INDIA ST. REBUILDING SEWER - MIDDLE ST. TO CONGRESS ST., BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DRAWN ON 11/4/55, DRAWING #59/8.
  - "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR VILLAGE CAFE" DATED 4-10-84 BY EC JORDAN.
- SUBJECT TO:
  - RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3406 PAGE 116.
  - RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY FOR NOISE, VIBRATION, SHOCK, SOOT, GASES, FUMES, GASES, AND VAPORS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN THE FOLLOWING BOOKS AND PAGES: 1611/362, 2064/472, 1899/73, 1611/327, 1611/321, 1658/313, 2041/135.
  - RIGHTS AND EASEMENT GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2806 PAGE 166.
  - RIGHTS AND EASEMENTS GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3027 PAGE 770.
  - RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC. TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 597.
  - RIGHTS AND EASEMENTS GRANTED BY WARWICK CORPORATION TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 597.
  - THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDE OF FEDERAL STREET AS DESCRIBED IN DEED FROM GESSNER REALTY CO. TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3142 PAGE 190.
  - 10 FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036, QUOTED AS READING THE ABOVE DESCRIBED PREMISES MAY BE SUBJECT TO A RIGHT OF WAY ABOUT 10 FEET WIDE AND 42 FEET LONG LOCATED OFF THE SOUTHERLY SIDE OF FEDERAL STREET AS DESCRIBED IN A DEED TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3142, PAGE 190. NOT SHOWN ON PLAN.
  - RIGHTS OF OTHERS TO PASS OVER PARCEL 1 TO AND FROM TURNER'S COURT AS DESCRIBED IN DEED FROM GEOFFREY L. RICE TO VILLAGE CAFE, INC. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4308 PAGE 125.
  - RIGHTS DESCRIBED IN DEED FROM ARNOLD M. SICILIANO TO MARIA DEFILIPPO NAVARRO RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1148 PAGE 240.
  - LIMITS OF TURNERS COURT ARE BASED ON PLAN REFERENCE "M".
  - BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT 8 DESCRIBED IN BOOK 7575 PAGE 0074.
  - THERE IS NO 100 YEAR FLOOD PLAIN LOCATED ON THE SITE AND IS DESIGNATED AS ZONE C PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTLAND, MAINE, COMMUNITY PANEL NUMBER 230051 0014 B DATED JULY 17, 1986.
  - PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.
  - THIS PLAN IS BASED UPON A BOUNDARY SURVEY PERFORMED IN ACCORDANCE WITH THE STATE OF MAINE BOARD OF LICENSED PROFESSIONAL LAND SURVEYORS' STANDARD PRACTICE AND ADOPTED BY ALTA AND ACSM IN 1999 AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 8, 9, 10, 11, AND 13 OF TABLE THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN 2000) OF AN "URBAN" SURVEY.

SPACE & BULK REQUIREMENTS

COMMUNITY BUSINESS ZONE / B-2b  
 MIN. LOT SIZE: NONE  
 MIN. STREET FRONTAGE: 50 FT.  
 MAX. FRONT YARD (NON-PENINSULA): 10 FT.  
 \*OR IN CASES WHERE THE AVERAGE DEPTH OF THE FRONT YARD OF THE NEAREST DEVELOPED LOTS ON EITHER SIDE OF THE LOT IN QUESTION IS LESS THAN TEN FEET, THE FRONT YARD SETBACK OF THE LOT IN QUESTION SHALL NOT EXCEED SUCH AVERAGE DEPTH. A "DEVELOPED LOT" MEANS A LOT ON WHICH A PRINCIPAL STRUCTURE HAS BEEN ERECTED. BUILDING ADDITIONS ARE NOT REQUIRED TO MEET MAXIMUM SETBACK.  
 \*NON-PENINSULA INCLUDES ALL LAND LOCATED SOUTH OF I-295.  
 MIN. SIDE YARDS: NONE  
 EXCEPT THAT A SIDE YARD ABUTS A RESIDENTIAL ZONE OR A FIRST FLOOR RESIDENTIAL USE, TEN(10) FEET IS REQUIRED. SIDE YARDS ON SIDE STREETS (CORNER LOTS) IN THE B-2b ZONE, MAXIMUM OF TEN(10) FEET EXCEPT THAT FOR ANY NEW CONSTRUCTION ON A LOT ABUTTING MORE THAN TWO STREETS, THE MAXIMUM SETBACK SHALL NOT APPLY BEYOND THE TWO MOST MAJOR STREETS.  
 MIN. REAR SETBACK: 10 FT.  
 WHERE A REAR YARD ABUTS A RESIDENCE ZONE OR FIRST FLOOR RESIDENTIAL USE, TWENTY(20) FEET IS REQUIRED.  
 MAX. STRUCTURE HEIGHT: 45 FT.  
 MAX. IMPERVIOUS SURFACE RATIO: 90% IN THE B-2b



**REVISIONS**

| NO. | DATE    | DESCRIPTION                | BY | DATE |
|-----|---------|----------------------------|----|------|
| 1   | 2/12/08 | REVISED PER CLIENT REQUEST | CD |      |
| 2   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 3   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 4   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 5   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 6   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 7   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 8   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 9   | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |
| 10  | 2/13/08 | REVISED PER CLIENT REQUEST | CD |      |

**Sebago Technics**  
 Engineering Expertise You Can Build On.  
 One Chestnut Street, 1319  
 Portland, ME 04101  
 Tel: (207) 858-0277

**ALTA / ACSM LAND TITLE SURVEY**  
 OF: **VILLAGE CAFE, INC.**  
 112 NEWBURY ST., 115 NEWBURY ST., 40 HANCOCK ST.  
 PORTLAND, MAINE  
**FOR ACQUISITIONS I, LLC**  
 133 PEARL STREET, SUITE 400  
 BOSTON, MA 02110

DATE: 7/12/05 SCALE: 1"=40'

SHEET 1 OF 1



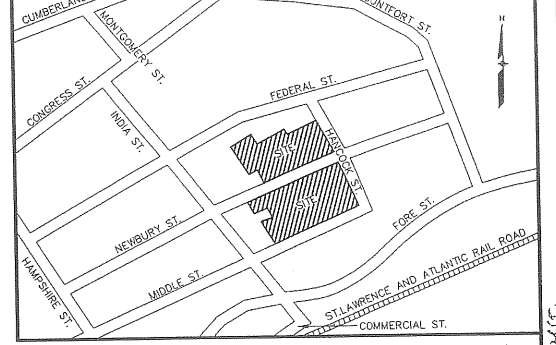
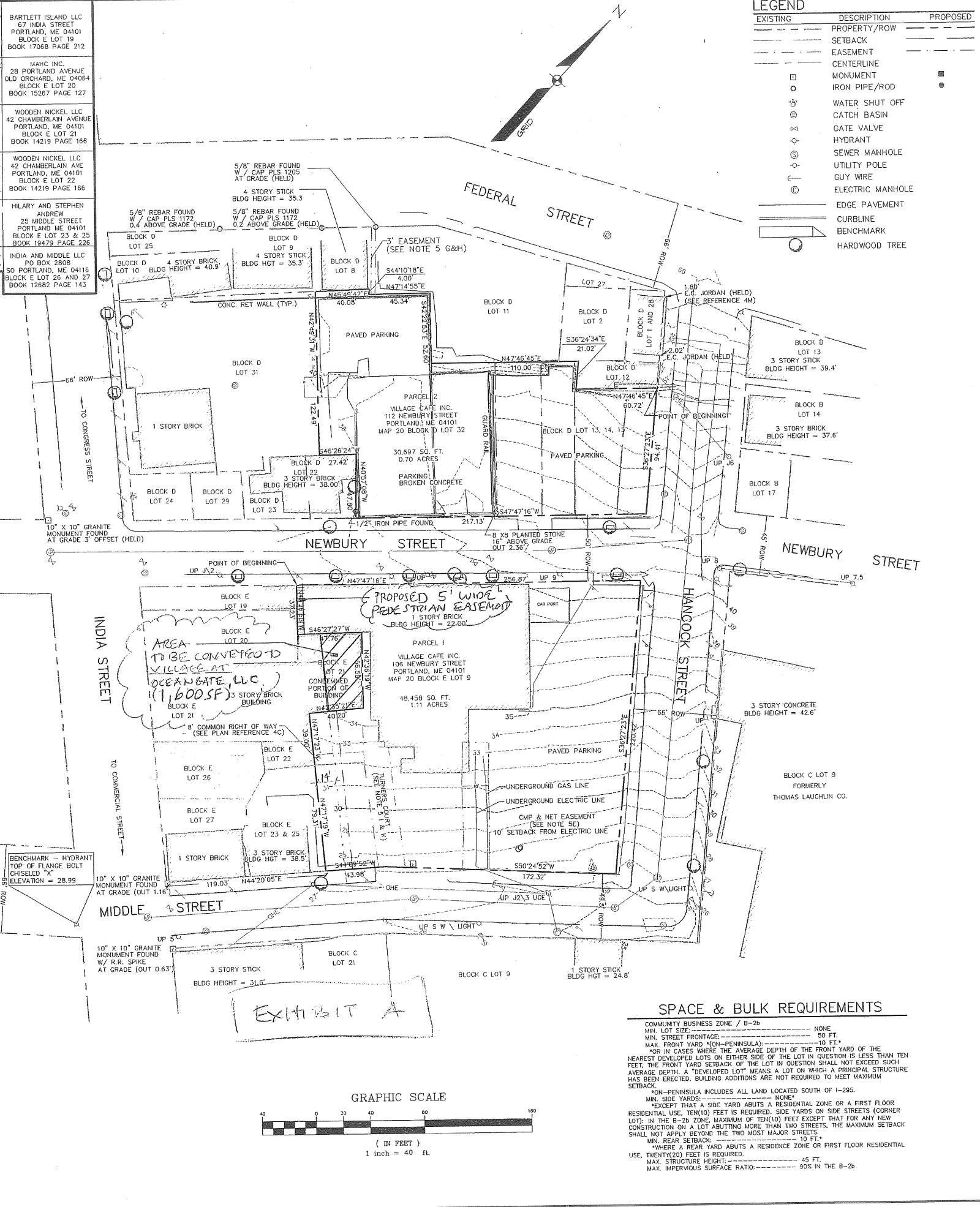
|   |  |   |  |  |
|---|--|---|--|--|
| JOHN FITZPATRICK<br>PO BOX 2113<br>PORTLAND, ME 04104<br>BLOCK B LOT 13<br>BOOK 18910 PAGE 0006             | MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11690 PAGE 193    | FRANCIS JACKSON<br>139 HARTLEY STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 340<br>BOOK 13590 PAGE 340           | ALLISON AND DAVID BROWN<br>125 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 23<br>BOOK 15768 PAGE 132   | BARTLETT ISLAND LLC<br>67 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 19<br>BOOK 17068 PAGE 212                |
| CATAMONT PROPERTIES LLC<br>30 LEDGWOOD DRIVE<br>FALMOUTH, ME 04105<br>BLOCK D LOT 14<br>BOOK 18663 PAGE 140 | TIM HARDY<br>1728 ASTURIAS STREET<br>ST AUGUSTINE, FL 32080<br>BLOCK D LOT 11 AND 28<br>BOOK 12154 PAGE 20 | DOMINIC REALI REALTY LLC<br>4646 NORTH HERMITAGE<br>CHICAGO, IL 60640<br>BLOCK D LOT 31<br>BOOK 22369 PAGE 122  | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 24<br>BOOK 14437 PAGE 266 | MAHC INC.<br>28 PORTLAND AVENUE<br>OLD ORCHARD, ME 04064<br>BLOCK E LOT 20<br>BOOK 15267 PAGE 127                    |
| HADLEY M. BROWN<br>97 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK B LOT 17<br>BOOK 3934 PAGE 215          | DAVID FILIPOS<br>36 FEDERAL STREET #3<br>PORTLAND, ME 04101<br>BLOCK D LOT 2<br>BOOK 15976 PAGE 285        | ROLAND SMALLEY JR.<br>73 WALL STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 12<br>BOOK 12574 PAGE 217             | BETTY POWROY<br>PO BOX 432<br>WESTBROOK, ME 04098<br>BLOCK D LOT 25<br>BOOK 6706 PAGE 276                      | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| SHIPYARD BREWING CO LLC<br>86 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK C LOT 9<br>BOOK 12206 PAGE 170  | JONATHAN PRESTON<br>PO BOX 1516<br>CHARLESTOWN, RI 02813<br>BLOCK D LOT 8<br>BOOK 18802 PAGE 237           | VILLAGE CAFE INC.<br>106 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13, 14, 15<br>BOOK 12574 PAGE 217  | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 29<br>BOOK 15585 PAGE 304 | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 21<br>BOOK 13107 PAGE 126     | KAC LLC<br>19 VISTA DRIVE<br>SOUTH PORTLAND, ME 04106<br>BLOCK C LOT 9<br>BOOK 21962 PAGE 258              | THOMAS AND MARCIA CARLISTA<br>123 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 31<br>BOOK 15416 PAGE 137 | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 31<br>BOOK 15585 PAGE 307 | HILARY AND STEPHEN<br>ANDREW<br>25 MIDDLE STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 23 & 25<br>BOOK 19479 PAGE 726 |

ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

**PARCEL 1**  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-47'-16" E, A DISTANCE OF 256.87 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 66 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, A DISTANCE OF 220.42 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 49.5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 50°-24'-52" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 172.32 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 44°-09'-52" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.98 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY STEPHEN ANDREW RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 226 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-17'-23" W, BY AND ALONG THE LAND OF SAID ANDREW, A DISTANCE OF 79.31 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-36'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 55.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 46°-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-26'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 37.00 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,458 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

**PARCEL 2**  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE NORTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY ROLAND SMALLEY JR., RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12574 PAGE 217 AND THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, BY AND ALONG THE WESTERLY SIDE OF SAID HANCOCK STREET, A DISTANCE OF 94.41 FEET TO A POINT ON THE NORTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY OF 50 FEET, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, A DISTANCE OF 217.33 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY THOMAS AND MARCIA CARLISTA, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15416 PAGE 137, AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 40°-57'-08" W, BY AND ALONG THE LAND OF SAID THOMAS AND MARCIA CARLISTA, A DISTANCE OF 47.80 FEET, TO A BUILDING CORNER, SAID CORNER BEING THE NORTHERLY CORNER OF LAND OF SAID CARLISTA AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 46°-26'-24" W, BY AND ALONG THE LAND OF SAID CARLISTA, A DISTANCE OF 27.42 FEET, TO A POINT ON THE FACE OF SAID BUILDING, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY DOMINIC REALI REALTY LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15585 PAGE 307, AND SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-49'-31" W, BY AND ALONG THE LAND OF SAID DOMINIC REALI REALTY LLC, A DISTANCE OF 122.49 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF LAND OF SAID DOMINIC REALI REALTY LLC AND THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 45°-49'-42" E, BY AND ALONG THE LAND NOW OR FORMERLY OWNED BY JONATHAN PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 18802 PAGE 237, AND LAND NOW OR FORMERLY OWNED BY 44 FEDERAL STREET LLC RECORDED IN SAID REGISTRY IN BOOK 22369 PAGE 122, A DISTANCE OF 40.09 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID JONATHAN PRESTON, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 44°-10'-18" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 4.00 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-14'-55" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 45.34 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 42°-22'-53" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 52.60 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-46'-45" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC AND THE LAND NOW OR FORMERLY OWNED BY DAVID FILIPOS RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15976 PAGE 285, A DISTANCE OF 110.00 FEET, TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY SAID ROLAND SMALLEY JR. AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 60.72 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 30,697 SQUARE FEET OR 0.70 ACRES, MORE OR LESS.



GENERAL NOTES:

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 17317/167, 3161/504, 4357/291, 3217/83, 3004/226, 3091/703, 3752/140, 3112/131, 3024/132, 3291/260, 2996/237, 2996/235, 4357/289, 4094/222, 9520/73.
- THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20; BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
- THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH HAD 1983 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
- PLAN REFERENCES:
  - PLAN TITLED "ALTA / ACSM TITLE SURVEY OF JORDAN'S MEATS PROPERTY, PREPARED FOR PINE LIMITED PARTNERSHIP, BY SEBAGO TECHNIQS, INC., DATED 4/29/05.
  - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK & MOUNTFORD STREETS, PORTLAND MAINE" PREPARED FOR AMERICAN HOIST & DERRICK CO., BY OWEN HASKELL, INC., DATED APRIL OF 1987.
  - ALTA/ACSM LAND TITLE SURVEY, PREPARED FOR AIR REAL ESTATE HOLDINGS BY OWEN HASKELL, INC., DATED NOV. 8, 2001.
  - PLAN TITLED "CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING SECTION - HAMPSHIRE STREET SL WORKSHEET" BY THE CITY OF PORTLAND ENGINEERS OFFICE, DATED FEB. 2002.
  - RIGHT OF WAY MAPS BY THE CITY OF PORTLAND; # 21, 52, 73, AND 113.
  - PLAN OF SEWER LINE - NEWBURY STREET, BUILT JUNE 1877, CITY PLAN #425/5.
  - PLAN OF SEWER LINE - MIDDLE STREET, RE-BUILT AUG. 1926, CITY PLAN #424/10.
  - PLAN OF SEWER LINE - INDIA, NEWBURY, FEDERAL, AND CONGRESS ST. RE-BUILT AUG. 1926, CITY PLAN #440/25.
  - PLAN OF PROPERTY IN PORTLAND, MAINE, PREPARED FOR THOMAS LAUGHLIN CO., DATED SEPT. 2 1955; DRAWING #473/9.
  - PLAN OF PORTLAND SEWER SYSTEM INFILTRATION - INFLOW ANALYSIS, PREPARED FOR PORTLAND WATER DISTRICT BY HUNTER-BALLEW ASSOCIATES, CITY DRAWING #W-4.
  - PORTLAND WATER DISTRICT, PORTLAND SHEET 9.
  - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORD STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987, REVISED 11/2/95.
  - SITE PLAN "ADDITIONS TO THE VILLAGE CAFE, PORTLAND, ME BY JOHN H. LEASURE - ARCHITECT, INC., DATED JAN. 4, 1995.
  - PLAN TITLED "INDIA ST. REBUILDING SEWER - MIDDLE ST. TO CONGRESS ST., BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DRAWN ON 11/4/55, DRAWING #659/8.
  - "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR VILLAGE CAFE" DATED 4-10-84 BY EC JORDAN.
  - SUBJECT TO:
    - RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3406 PAGE 116.
    - RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY FOR NOISE, VIBRATION, SMOKE, SOOT, GIBBERS, FUMES, GASES, AND VAPORS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN THE FOLLOWING BOOKS AND PAGES: 1611/362, 2064/472, 1899/75, 1611/327, 1611/321, 1658/313, 2041/135.
    - RIGHTS AND EASEMENT GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2806 PAGE 166.
    - RIGHTS AND EASEMENTS GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3027 PAGE 770.
    - RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC. TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 6793 PAGE 349.
    - RIGHTS AND EASEMENTS GRANTED BY WARWICK CORPORATION TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 557.
  - THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN DEED FROM GENSINGER REALTY CO. TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3192 PAGE 190.
  - TEN FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036, QUOTED AS READING "THE ABOVE DESCRIBED PREMISES MAY BE SUBJECT TO RIGHT OF WAY ABOUT 10 FEET WIDE AND 42 FEET LONG LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN A DEED TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3142, PAGE 190." NOT SHOWN ON PLAN.
  - RIGHTS OF OTHERS TO PASS OVER PARCEL 1 TO AND FROM TURNER'S COURT AS DESCRIBED IN DEED FROM GEORFFREY L. RICE TO VILLAGE CAFE, INC. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4308 PAGE 125.
  - BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT B DESCRIBED IN BOOK 7575 PAGE 0074 RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1148 PAGE 240.
  - THERE IS NO 100 YEAR FLOOD PLAIN LOCATED ON THE SITE AND IS DESIGNATED AS ZONE C PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTLAND, MAINE, COMMUNITY PANEL NUMBER 230051 0014 B DATED JULY 17, 1986.
  - PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.
- THIS PLAN IS BASED UPON A BOUNDARY SURVEY PERFORMED IN ACCORDANCE WITH THE STATE OF MAINE BOARD OF LICENSED PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE WITH THE EXCEPTION THAT NO NEW MONUMENT HAS BEEN SET AT THE ISSUANCE OF THIS PLAN.

SURVEYOR'S STATEMENT

THE UNDERSIGNED HEREBY STATE TO GFI ACQUISITIONS I LLC, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS SURVEY WAS ACTUALLY MADE UPON THE GROUND; THAT IT AND THE INFORMATION, COURSES, ANGLES AND DISTANCES SHOWN THEREON ARE CORRECT; THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL STREETS, EASEMENTS, ENCROACHMENTS OR RIGHT-OF-WAY ACROSS THE PREMISES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) RIGHT-OF-WAY AND UTILITY LINES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) ENCROACHMENTS OR RIGHT-OF-WAY ACROSS THE PREMISES; (B) PARTY WALLS, (C) ENCROACHMENTS ON ADJOINING PREMISES, STREETS OR ALLEYS OF ANY SAID BUILDINGS, STRUCTURES OR IMPROVEMENTS, OR (D) ENCROACHMENTS UPON THE PREMISES BY ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENTS SITUATED ON ANY ADJOINING PREMISES; PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES OF THE PREMISES IS AS STATED ON THE SURVEY; AND THAT THE IMPROVEMENTS DO NOT VIOLATE ANY SETBACK OR OTHER BUILDING LINES.

THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1999 AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 8, 9, 10, 11, AND 13 OF TABLE THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN 2000) OF AN "URBAN" SURVEY.

SIGNED BY: \_\_\_\_\_ DATED: \_\_\_\_\_

**ALTA / ACSM LAND TITLE SURVEY**  
OF:  
**VILLAGE CAFE INC.**  
112 NEWBURY ST., 113 NEWBURY ST., 40 HANCOCK ST.  
PORTLAND, MAINE  
FOR:  
**GFI ACQUISITIONS I, LLC**  
133 FEDERAL STREET, SUITE 400  
BOSTON, MA 02110

**Sebago Technics**  
Engineering Experts You Can Build On  
One Onondaga Ave., Suite 100  
Portland, ME 04108  
Tel: (207) 856-0277

PROJECT NO. FIELD BOOK DESIGN CHECK DRAWN DCS DFB  
05109 DIGITAL

DATE: 7/12/05 SCALE: 1"=40'  
SHEET 1 OF 1

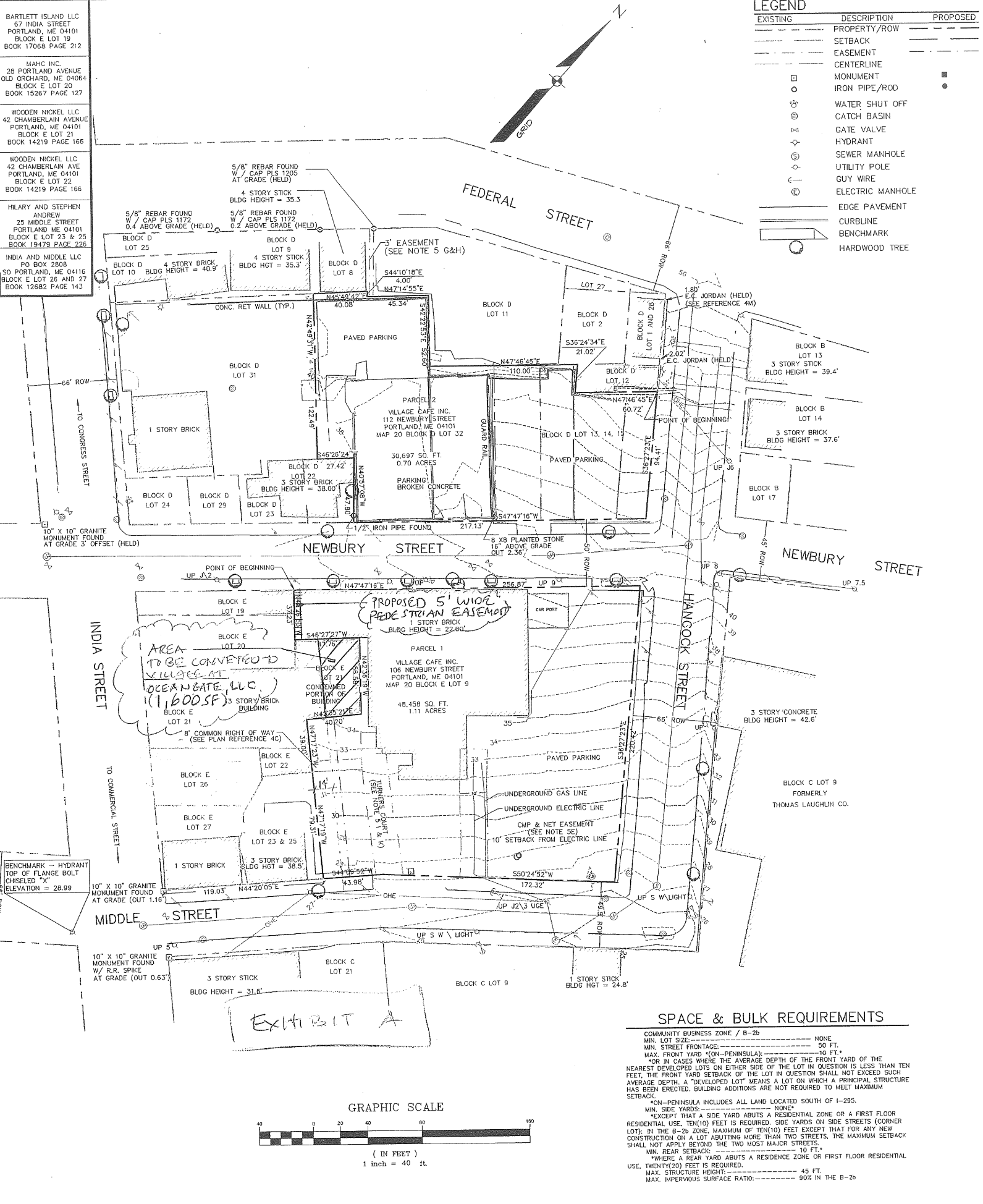
05109LTS

Table listing adjacent property owners and their details, including names, addresses, and parcel information.

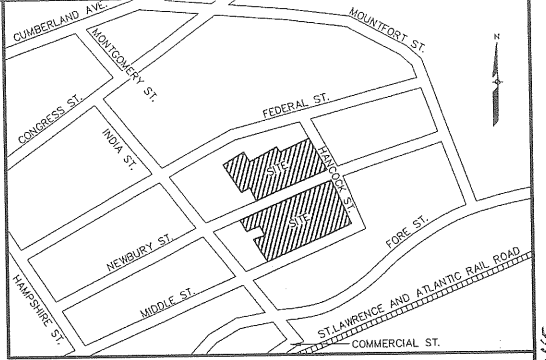
ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

Detailed legal descriptions for Parcel 1 and Parcel 2, including bearings, distances, and references to previous surveys.



LEGEND table listing symbols for existing and proposed features such as setbacks, easements, and utility lines.

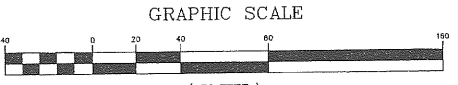


GENERAL NOTES

- List of general notes providing additional context, references to other surveys, and specific details about the project and its location.

SPACE & BULK REQUIREMENTS

Table detailing requirements for community business zone, including lot size, setbacks, and structure height.



SURVEYOR'S STATEMENT

Professional statement from the surveyor regarding the accuracy and compliance of the survey.

Administrative section containing the title 'ALTA / ACSM LAND TITLE SURVEY', company information for 'Sebago Technics' and 'GFI ACQUISITIONS, I, LLC', and a revision table.



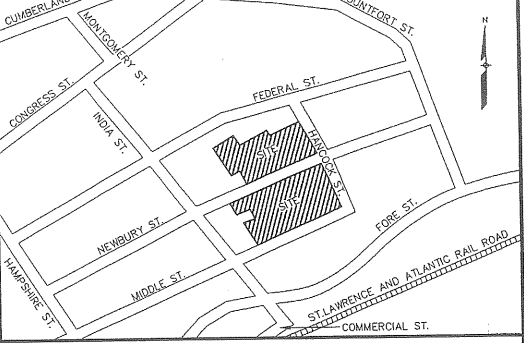
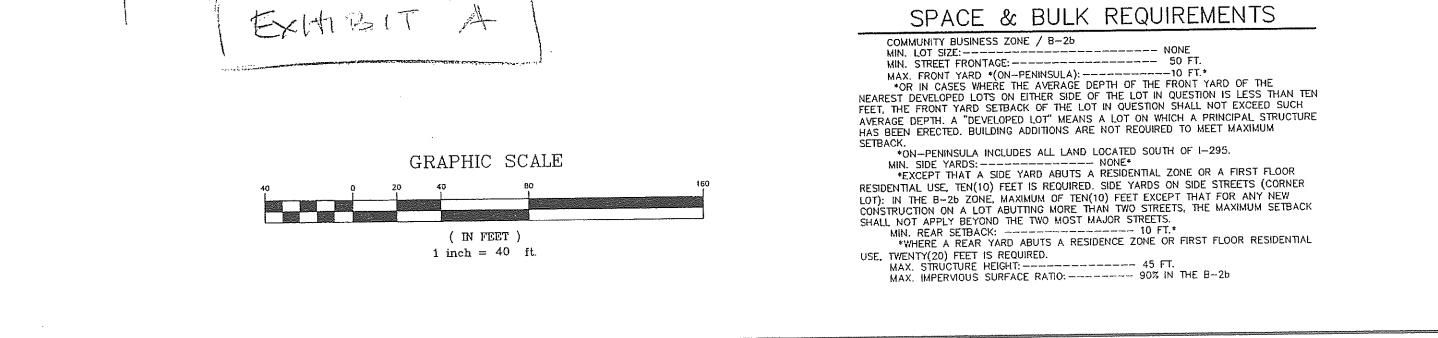
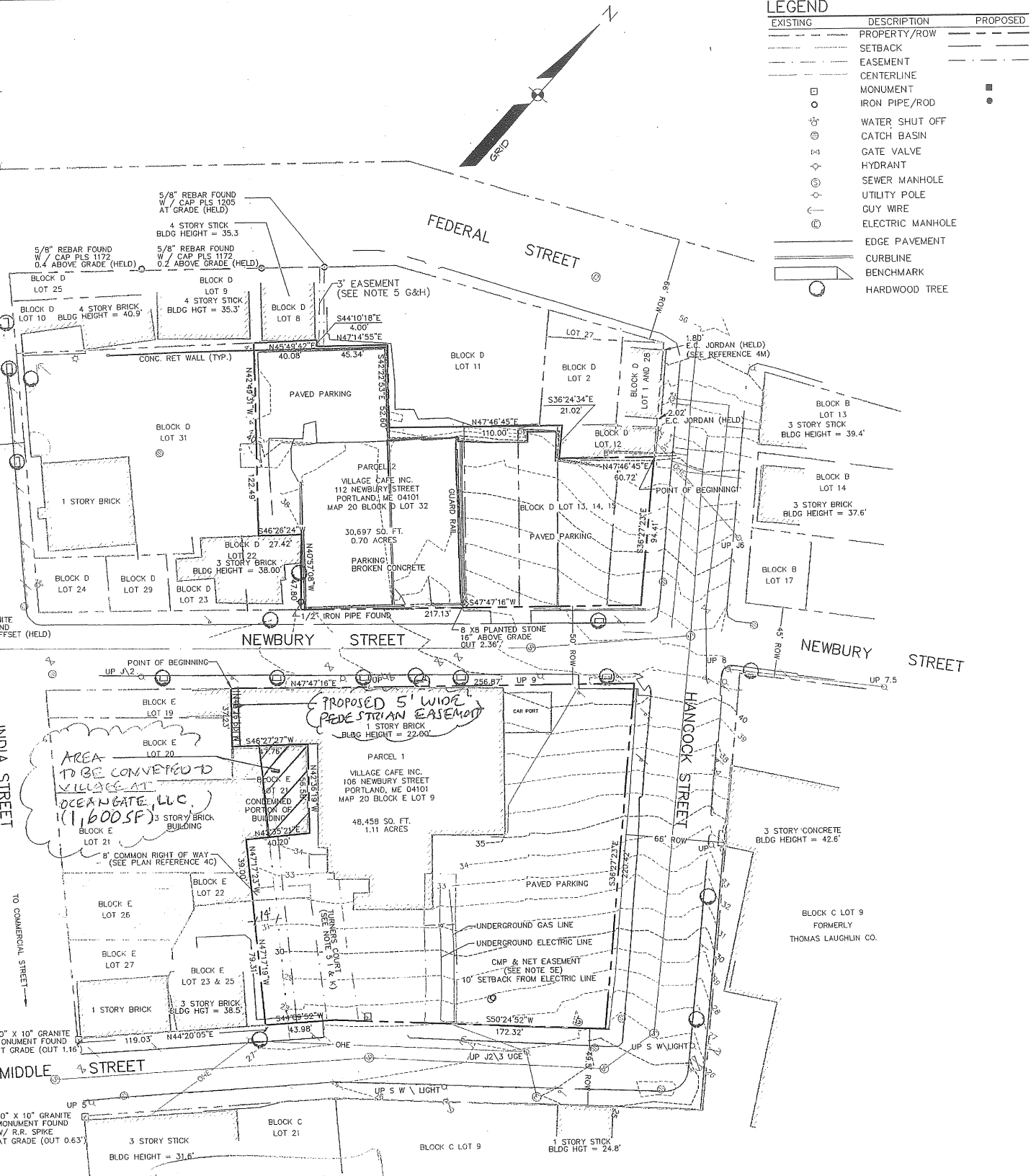
|  |   |   |   |  |
|--|---|---|---|--|
| JOHN FITZPATRICK<br>PO BOX 8112<br>PORTLAND, ME 04104<br>BLOCK B LOT 13<br>BOOK 16910 PAGE 006               | MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11090 PAGE 193   | FRANCIS JACKSON<br>139 HARTLEY STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 10<br>BOOK 13590 PAGE 340            | ALISON AND DAVID BROWN<br>125 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 23<br>BOOK 15748 PAGE 132 | BARTLETT ISLAND LLC<br>67 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 19<br>BOOK 17068 PAGE 212                |
| CATAMONT PROPERTIES LLC<br>30 LEDGEWOOD DRIVE<br>FALMOUTH, ME 04105<br>BLOCK B LOT 14<br>BOOK 16863 PAGE 140 | TIM HARDY<br>1728 ASTURIAS STREET<br>ST AUGUSTINE, FL 32080<br>BLOCK D LOT 1 AND 29<br>BOOK 12154 PAGE 50 | 44 FEDERAL STREET LLC<br>4646 NORTH HERMITAGE<br>CHICAGO, IL 60640<br>BLOCK D LOT 11<br>BOOK 22369 PAGE 122     | DOMINIC REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 24<br>BOOK 14437 PAGE 266    | MAHC INC.<br>28 PORTLAND AVENUE<br>OLD ORCHARD, ME 04064<br>BLOCK E LOT 20<br>BOOK 15267 PAGE 127                    |
| HADLEY M. BROWN<br>97 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 17<br>BOOK 3934 PAGE 215           | DAVID FILIPPO<br>36 FEDERAL STREET #3<br>PORTLAND, ME 04101<br>BLOCK D LOT 2<br>BOOK 15976 PAGE 285       | ROLAND SMALLEY JR.<br>73 WALL STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 12<br>BOOK 12574 PAGE 217             | BETTY POIMROY<br>42 CHAMBERLAIN AVENUE<br>WESTBROOK, ME 04098<br>BLOCK D LOT 25<br>BOOK 6706 PAGE 276       | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| SHIPYARD BREWING CO LLC<br>66 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK C LOT 9<br>BOOK 18802 PAGE 170   | JONATHAN PRESTON<br>PO BOX 1516<br>CHARLESTOWN, RI 02813<br>BLOCK D LOT 8<br>BOOK 18802 PAGE 237          | VILLAGE CAFE INC.<br>106 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13, 14, 15<br>BOOK 15416 PAGE 137  | DOMINIC REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 29<br>BOOK 15585 PAGE 304    | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 21<br>BOOK 13107 PAGE 126      | KAC LLC<br>19 WISTA DRIVE<br>SOUTH PORTLAND, ME 04106<br>BLOCK D LOT 9<br>BOOK 21962 PAGE 258             | THOMAS AND MARCIA CARLISTA<br>123 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 22<br>BOOK 15416 PAGE 137 | DOMINIC REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 31<br>BOOK 15585 PAGE 307    | HILARY AND STEPHEN<br>ANDREW<br>25 MIDDLE STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 23 & 25<br>BOOK 19479 PAGE 228 |

ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

PARCEL 1  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-47'-16" E, A DISTANCE OF 256.67 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 66 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, A DISTANCE OF 220.42 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 49.5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 50°-24'-52" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 172.32 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 44°-09'-52" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.98 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY HILARY AND STEPHEN ANDREW, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 228 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-17'-23" W, BY AND ALONG THE LAND OF SAID ANDREW, A DISTANCE OF 79.31 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-36'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 56.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 46°-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-26'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 37.25 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,458 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

PARCEL 2  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE NORTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY ROLAND SMALLEY JR., RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12574 PAGE 217 AND THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, BY AND ALONG THE WESTERLY SIDE OF SAID HANCOCK STREET, A DISTANCE OF 94.41 FEET TO A POINT ON THE NORTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY OF 50 FEET, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, A DISTANCE OF 217.13 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY THOMAS AND MARCIA CARLISTA, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15416 PAGE 137, AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 40°-57'-09" W, BY AND ALONG THE LAND OF SAID THOMAS AND MARCIA CARLISTA, A DISTANCE OF 47.80 FEET, TO A BUILDING CORNER, SAID CORNER BEING THE NORTHERLY CORNER OF LAND OF SAID CARLISTA AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 46°-26'-24" W, BY AND ALONG THE LAND OF SAID CARLISTA, A DISTANCE OF 27.42 FEET, TO A POINT ON THE FACE OF SAID BUILDING, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY DOMINIC REALTY LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15585 PAGE 307, AND SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-43'-31" W, BY AND ALONG THE LAND OF SAID DOMINIC REALTY LLC, A DISTANCE OF 122.49 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF LAND OF SAID DOMINIC REALTY LLC AND THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 45°-49'-42" E, BY AND ALONG THE LAND NOW OR FORMERLY OWNED BY JONATHAN PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 18802 PAGE 237, AND LAND NOW OR FORMERLY OWNED BY 44 FEDERAL STREET LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 22369 PAGE 122, A DISTANCE OF 40.08 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID JONATHAN PRESTON, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 44°-10'-18" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 4.00 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-14'-55" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 45.34 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 42°-22'-53" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 52.60 FEET TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC AND THE LAND NOW OR FORMERLY OWNED BY DAVID FILIPPO, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15976 PAGE 285, A DISTANCE OF 110.00 FEET, TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY SAID ROLAND SMALLEY JR. AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-24'-34" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 21.02 FEET, TO A POINT, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LAND OF SAID SMALLEY AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 60.72 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 30,697 SQUARE FEET OR 0.70 ACRES, MORE OR LESS.



GENERAL NOTES:

- 1) THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 1737/167, 3161/504, 4257/291, 3217/83, 3004/226, 3091/703, 3752/140, 3112/131, 3024/132, 3291/260, 2996/237, 2996/235, 4357/289, 4094/222, 9520/73.
- 2) THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20; BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
- 3) THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH HAD 1983 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
- 4) PLAN REFERENCES:  
A) PLAN TITLED "ALTA / ACSM TITLE SURVEY OF JORDAN'S MEATS PROPERTY, PREPARED FOR PHE LIMITED PARTNERSHIP, BY SEBAGO TECHNIQS, INC., DATED 4/29/05.  
B) PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORT STREETS, PORTLAND MAINE" PREPARED FOR AMERICAN HOUS & DERRICK CO., BY OWEN HASKELL, INC., DATED APRIL OF 1987.  
C) ALTA/ACSM LAND TITLE SURVEY, PREPARED FOR ARI REAL ESTATE HOLDINGS BY OWEN HASKELL INC., DATED NOV. 8, 2001.  
D) PLAN TITLED "CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING SECTION - HANPSHIRE STREET SL WORKSHEET" BY THE CITY OF PORTLAND ENGINEERS OFFICE, DATED FEB. 2002.  
E) RIGHT OF WAY MAPS BY THE CITY OF PORTLAND; # 21, 52, 73, AND 113.  
F) PLAN OF SEWER LINE - NEWBURY STREET, BUILT JUNE 1877, CITY PLAN #425/5. PLAN OF SEWER LINE - MIDDLE STREET, RE-BUILT AUG. 1926, CITY PLAN #424/10. PLAN OF SEWER LINE - INDIA, NEWBURY, FEDERAL, AND CONGRESS ST. RE-BUILT AUG. 1926, CITY PLAN #440/25.  
G) PLAN OF PROPERTY IN PORTLAND, MAINE, PREPARED FOR THOMAS LAUGHLIN CO., DATED SEPT. 2 1955; DRAWING #473/9.  
H) PLAN OF PORTLAND SEWER SYSTEM INFILTRATION - INFLOW ANALYSIS, PREPARED FOR PORTLAND WATER DISTRICT BY HUNTER-BALLEW ASSOCIATES, CITY DRAWING #V-4.  
I) PORTLAND WATER DISTRICT, PORTLAND SHEET 9.  
J) PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORT STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987, REVISED 11/2/95.  
K) SITE PLAN "ADDITIONS TO THE VILLAGE CAFE, PORTLAND, ME, BY JOHN H. LEASURE - ARCHITECT, INC., DATED JAN. 4, 1985.  
L) PLAN TITLED "INDIA ST. REBUILDING SEWER - MIDDLE ST. TO CONGRESS ST., BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DRAWN ON 11/4/55, DRAWING #659/8.  
M) "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR VILLAGE CAFE" DATED 4-10-84 BY EC JORDAN.  
5) SUBJECT TO:  
A) RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3406 PAGE 116.  
B) RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY FOR NOISE, VIBRATION, SMOKE, SOOT, CONDENS, FUMES, GASES, AND VAPORS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN THE FOLLOWING BOOKS AND PAGES: 1611/352, 2054/472, 1899/75, 1611/327, 1611/321, 1658/313, 2041/135.  
C) RIGHTS AND EASEMENT GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2806 PAGE 166.  
D) RIGHTS AND EASEMENTS GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3027 PAGE 770.  
E) RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC. TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 557.  
F) RIGHTS AND EASEMENTS GRANTED BY HAWKICK CORPORATION TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3142 PAGE 190.  
G) THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN DEED FROM GEISINGER REALTY CO. TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3142 PAGE 190.  
H) 10 FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036, QUOTED AS READING "THE ABOVE DESCRIBED PREMISES MAY BE SUBJECT TO A RIGHT OF WAY ABOUT 10 FEET WIDE AND 42 FEET LONG LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN A DEED TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3142, PAGE 190." NOT SHOWN ON PLAN.  
I) RIGHTS OF OTHERS TO PASS OVER PARCEL 1 AND FROM TURNER'S COURT AS DESCRIBED IN DEED FROM GEOFFREY I. RICE TO VILLAGE CAFE, INC. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4308 PAGE 125.  
J) RIGHTS DESCRIBED IN DEED FROM ARNOLD M. SICILIANO TO MARSA DELFINO NAVARRO RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1148 PAGE 240.  
K) LIMITS OF TURNERS COURT ARE BASED ON PLAN REFERENCE "M".  
L) BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT 8 DESCRIBED IN BOOK 7575 PAGE 0074.  
6) THERE IS NO 100 YEAR FLOOD PLAIN LOCATED ON THE SITE AND IS DESIGNATED AS ZONE C PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTLAND, MAINE, COMMUNITY PANEL NUMBER 230051 0014 B DATED JULY 17, 1986.  
7) PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.  
8) THIS PLAN IS BASED UPON A BOUNDARY SURVEY PERFORMED IN ACCORDANCE WITH THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE WITH THE EXCEPTION THAT NO NEW MONUMENT HAS BEEN SET AT THE ISSUANCE OF THIS PLAN.

SURVEYOR'S STATEMENT

THE UNDERSIGNED HEREBY STATE TO GRI ACQUISITIONS I, LLC, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS SURVEY WAS ACTUALLY MADE ON THE GROUND; THAT IT AND THE INFORMATION, COURSES, ANGLES AND DISTANCES SHOWN THEREON ARE CORRECT; THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL STREETS, EASEMENTS, RIGHT-OF-WAY AND UTILITY LINES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) EASEMENTS OR RIGHT-OF-WAY ACROSS THE PREMISES; (B) PARTY WALLS; (C) ENCROACHMENTS ON ADJOINING PREMISES, STRUCTURES OR ALLEYS OF ANY SAID BUILDINGS, STRUCTURES OR IMPROVEMENTS; OR (D) ENCROACHMENTS UPON THE PREMISES BY ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENTS SITUATED ON ANY ADJOINING PREMISES. PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES OF THE PREMISES IS AS STATED ON THE SURVEY; AND THAT THE IMPROVEMENTS DO NOT VIOLATE ANY SETBACK OR OTHER BUILDING LINES.

THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1999 AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 8, 9, 10, 11, AND 13 OF TABLE THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN 2000) OF AN "URBAN" SURVEY.

SIGNED BY: \_\_\_\_\_ DATED: \_\_\_\_\_

CD 2/17/08 DESIGN PER CLIENT G. JORDAN, 120601  
 CD 2/20/08 REVISED PER CLIENT G. JORDAN, 120601  
 CD 3/11/08 REVISED PER CLIENT G. JORDAN, 120601  
 CD 4/14/08 REVISED PER CLIENT G. JORDAN, 120601  
 DCS 11/29/05 ADDED METES & BOUNDS ALONG MIDDLE ST. NEAR INDIA ST.  
 DCS 8/02/03 REVISED METES & BOUNDS ALONG MIDDLE ST. NEAR INDIA ST.  
 DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 A DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 B DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 C DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 D DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 E DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 F DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 G DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 H DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 I DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 J DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 K DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 L DFB 7/02/03 BOUNDARY & MISC REVISIONS  
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 N DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 O DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 P DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 Q DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 R DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 S DFB 7/02/03 BOUNDARY & MISC REVISIONS  
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 X DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 Y DFB 7/02/03 BOUNDARY & MISC REVISIONS  
 Z DFB 7/02/03 BOUNDARY & MISC REVISIONS

ALTA / ACSM LAND TITLE SURVEY  
 OF: VILLAGE CAFE INC.  
 112 NEWBURY ST., 40 HANCOCK ST.  
 PORTLAND, MAINE  
 FOR: GFI ACQUISITIONS I, LLC  
 133 PEARL STREET, SUITE 400  
 BOSTON, MA 02110

DATE: 7/12/05 SCALE: 1"=40'

SHEET 1 OF 1

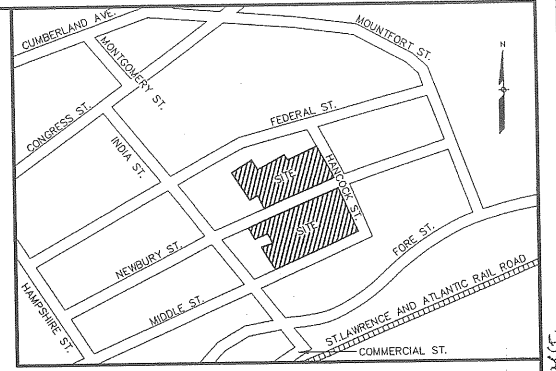
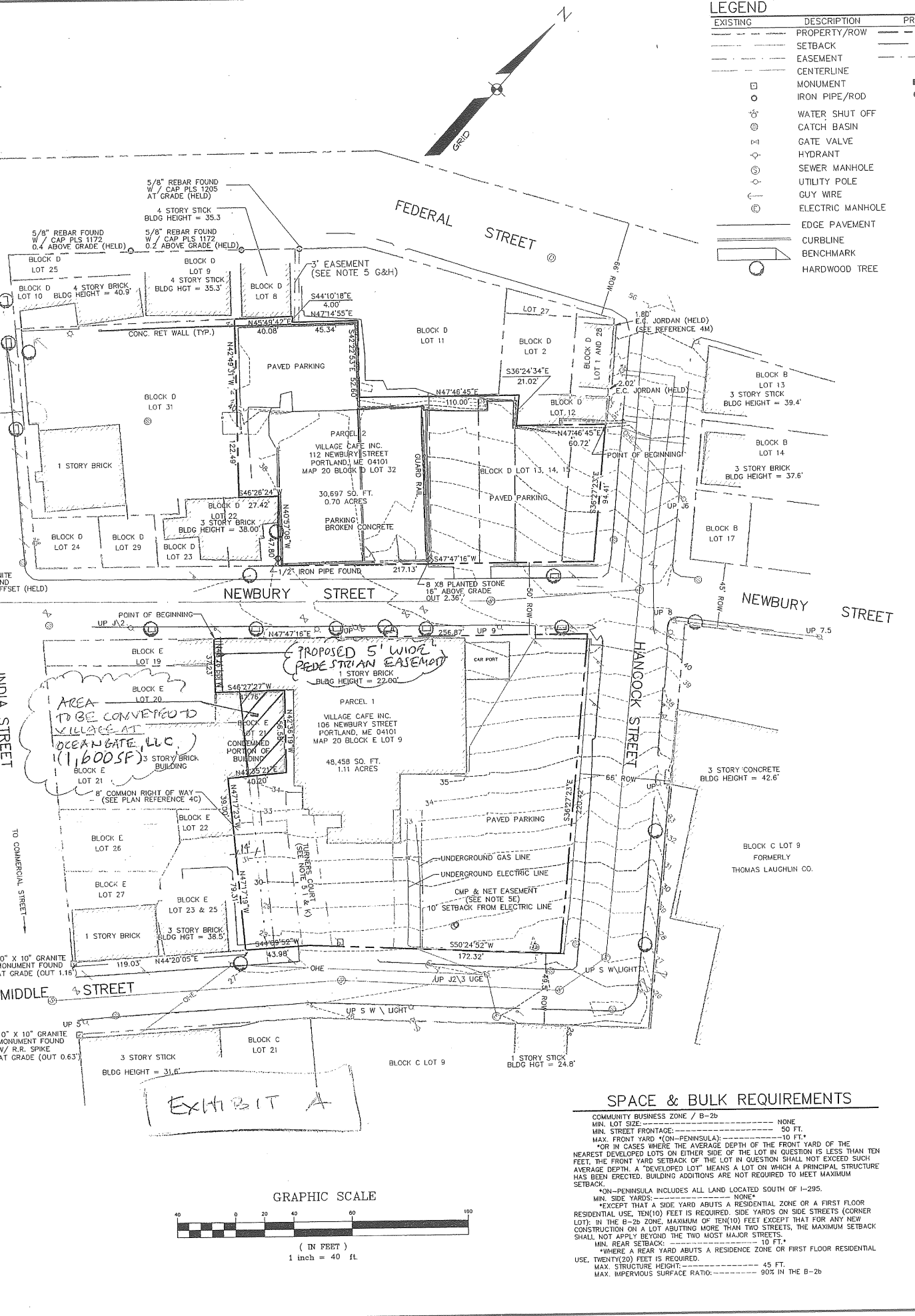
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|--|---|--|--|--|
| JOHN FITZPATRICK<br>PO BOX 8115<br>PORTLAND, ME 04104<br>BLOCK B LOT 13<br>BOOK 16910 PAGE 0066              | MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11090 PAGE 193   | FRANCIS JACKSON<br>139 HARTLEY STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 10<br>BOOK 13590 PAGE 340           | ALISON AND DAVID BROWN<br>125 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 23<br>BOOK 15768 PAGE 132    | BARTLETT ISLAND LLC<br>67 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 19<br>BOOK 17068 PAGE 212                |
| CATAMONT PROPERTIES LLC<br>30 LEDGEWOOD DRIVE<br>FALMOUTH, ME 04105<br>BLOCK B LOT 14<br>BOOK 16863 PAGE 140 | TIM HARDY<br>1728 ASTURIAS STREET<br>ST AUGUSTINE, FL 32080<br>BLOCK D LOT 1 AND 28<br>BOOK 12154 PAGE 50 | 44 FEDERAL STREET LLC<br>4646 NORTH HERMITAGE<br>CHICAGO, IL 60640<br>BLOCK D LOT 11<br>BOOK 22369 PAGE 122    | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 24<br>BOOK 14437 PAGE 266 | MAHC INC.<br>28 PORTLAND AVENUE<br>OLD ORCHARD, ME 04064<br>BLOCK E LOT 20<br>BOOK 15267 PAGE 127                    |
| HADLEY M. BROWN<br>97 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK B LOT 17<br>BOOK 3934 PAGE 215           | DAVID FILIPOS<br>36 FEDERAL STREET #3<br>PORTLAND, ME 04101<br>BLOCK D LOT 2<br>BOOK 15976 PAGE 285       | ROLAND SMALLEY JR.<br>73 WALL STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 12<br>BOOK 12574 PAGE 217            | BETTY POWROY<br>PO BOX 432<br>WESTBROOK, ME 04098<br>BLOCK D LOT 25<br>BOOK 6706 PAGE 276                      | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| SHIPYARD BREWING CO LLC<br>85 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK C LOT 9<br>BOOK 18802 PAGE 170   | JONATHAN PRESTON<br>PO BOX 1516<br>CHARLESTON, RI 02813<br>BLOCK D LOT 8<br>BOOK 18802 PAGE 237           | VILLAGE CAFE INC.<br>106 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13, 14, 15<br>BOOK 15585 PAGE 304 | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 29<br>BOOK 15585 PAGE 304 | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 22<br>BOOK 14219 PAGE 166            |
| MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 21<br>BOOK 13107 PAGE 126      | KAC LLC<br>19 VISTA DRIVE<br>SOUTH PORTLAND, ME 04106<br>BLOCK C LOT 9<br>BOOK 21962 PAGE 258             | THOMAS AND MARCIA CARLISTA<br>123 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 9<br>BOOK 15416 PAGE 137 | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 31<br>BOOK 15585 PAGE 307 | HILARY AND STEPHEN<br>ANDREW<br>25 MIDDLE STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 23 & 25<br>BOOK 18478 PAGE 226 |

ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

PARCEL 1  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 47°-47'-16" E, A DISTANCE OF 256.87 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 66 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 36°-27'-23" E, A DISTANCE OF 220.42 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 50°-24'-52" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 172.32 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 44°-09'-52" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.98 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY STEPHEN ANDREW RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 226 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-17'-23" W, BY AND ALONG THE LAND OF SAID ANDREW, A DISTANCE OF 79.31 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-36'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 56.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 46°-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-26'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 37.00 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,458 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

PARCEL 2  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE NORTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY ROLAND SMALLEY JR., RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12574 PAGE 217 AND THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, BY AND ALONG THE WESTERLY SIDE OF SAID HANCOCK STREET, A DISTANCE OF 94.41 FEET TO A POINT ON THE NORTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY OF 50 FEET, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY THOMAS AND MARCIA CARLISTA, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15416 PAGE 137, AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 40°-57'-08" W, BY AND ALONG THE LAND OF SAID THOMAS AND MARCIA CARLISTA, A DISTANCE OF 47.80 FEET, TO A BUILDING CORNER, SAID CORNER BEING THE NORTHERLY CORNER OF LAND OF SAID CARLISTA AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 46°-26'-24" W, BY AND ALONG THE LAND OF SAID CARLISTA, A DISTANCE OF 27.42 FEET, TO A POINT ON THE FACE OF SAID BUILDING, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY DOMINIC REALI REALTY LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15585 PAGE 307, AND SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 42°-49'-31" W, BY AND ALONG THE LAND OF SAID DOMINIC REALI REALTY LLC, A DISTANCE OF 122.49 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF LAND OF SAID DOMINIC REALI REALTY LLC AND THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 45°-49'-42" E, BY AND ALONG THE LAND NOW OR FORMERLY OWNED BY JONATHAN PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 18802 PAGE 237, AND LAND NOW OR FORMERLY OWNED BY 44 FEDERAL STREET LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 22369 PAGE 122, A DISTANCE OF 40.08 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID JONATHAN PRESTON, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 44°-10'-18" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 4.00 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-14'-55" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 45.34 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, S 42°-22'-53" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 52.60 FEET TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC AND THE LAND NOW OR FORMERLY OWNED BY DAVID FILIPOS, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15976 PAGE 285, A DISTANCE OF 110.00 FEET, TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY SAID ROLAND SMALLEY JR. AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED,  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 60.72 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 30,697 SQUARE FEET OR 0.70 ACRES, MORE OR LESS.



LOCATION MAP

GENERAL NOTES:

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 17317/167, 3161/504, 4357/291, 3217/83, 3004/226, 3091/703, 3752/140, 3112/131, 3024/132, 3291/260, 2996/237, 2996/235, 4357/289, 4094/222, 9520/73.
- THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20; BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
- THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH HAD 1983 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
- PLAN REFERENCES:  
 A) PLAN TITLED "ALTA / ACSM TITLE SURVEY OF JORDAN'S MEATS PROPERTY, PREPARED FOR FME LIMITED PARTNERSHIP, BY SEBAGO TECHNICS, INC., DATED 4/29/05.  
 B) PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK & MOUNTFORD STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987.  
 C) ALTA/ACSM LAND TITLE SURVEY, PREPARED FOR ARI REAL ESTATE HOLDINGS BY OWEN HASKELL INC., DATED NOV. 8, 2001.  
 D) PLAN TITLED "CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING SECTION - HAMPSHIRE STREET SL WORKSHEET" BY THE CITY OF PORTLAND ENGINEERS OFFICE, DATED FEB. 2002.  
 E) RIGHT OF WAY MAPS BY THE CITY OF PORTLAND; # 21, 52, 73, AND 113.  
 F) PLAN OF SEWER LINE - NEWBURY STREET, BUILT JUNE 1877, CITY PLAN #425/5.  
 PLAN OF SEWER LINE - MIDDLE STREET, RE-BUILT AUG. 1926, CITY PLAN #424/10.  
 PLAN OF SEWER LINE - INDIA, NEWBURY, FEDERAL, AND CONGRESS ST. RE-BUILT AUG. 1926, CITY PLAN #440/25.  
 G) PLAN OF PROPERTY IN PORTLAND, MAINE, PREPARED FOR THOMAS LAUGHLIN CO., DATED SEPT. 2 1955; DRAWING #473/9.  
 H) PLAN OF PORTLAND SEWER SYSTEM INFILTRATION - INFLOW ANALYSIS, PREPARED FOR PORTLAND WATER DISTRICT BY HUNTER-BALLEW ASSOCIATES, CITY DRAWING #8V-4.  
 I) PORTLAND WATER DISTRICT, PORTLAND SHEET 9.  
 J) PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK & MOUNTFORD STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987, REVISED 11/2/95.  
 K) SITE PLAN "ADDITIONS TO THE VILLAGE CAFE, PORTLAND, ME BY JOHN H. LEASURE - ARCHITECT, INC., DATED JAN. 4, 1985.

- PLAN TITLED "INDIA ST. REBUILDING SEWER - MIDDLE ST. TO CONGRESS ST., BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DRAWN ON 11/4/55, DRAWING #659/8.
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR VILLAGE CAFE" DATED 4-10-84 BY EC JORDAN.
- SUBJECT TO:  
 A) RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3406 PAGE 116.  
 B) RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY FOR NOISE, VIBRATION, SMOKE, SOOT, GIBBERS, FUMES, GASES, AND VAPORS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN THE FOLLOWING BOOKS AND PAGES: 1611/362, 2064/472, 1899/75, 1611/327, 1611/321, 1659/313, 2041/135.  
 C) RIGHTS AND EASEMENT GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2806 PAGE 166.  
 D) RIGHTS AND EASEMENTS GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3027 PAGE 770.  
 E) RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC. TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 6793 PAGE 349.  
 F) RIGHTS AND EASEMENTS GRANTED BY WARWICK CORPORATION TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 557.

- THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN DEED FROM GEISINGER REALTY CO. TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1900 PAGE 190.
- TEN FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036, QUOTED AS DESCRIBED IN THE ABOVE DESCRIBED PREMISES MAY BE SUBJECT TO A RIGHT OF WAY ABOUT 10 FEET WIDE AND 42 FEET LONG LOCATED OFF THE SOUTHERLY SIDELINE OF FEDERAL STREET AS DESCRIBED IN A DEED TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3142, PAGE 190. NOT SHOWN ON PLAN.
- RIGHTS OF OTHERS TO PASS OVER PARCEL 1 TO AND FROM TURNER'S COURT AS DESCRIBED IN DEED FROM GEORFFREY F. RICE TO VILLAGE CAFE, INC. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4308 PAGE 125.
- RIGHTS DESCRIBED IN DEED FROM ARNOLD M. SCIULIANO TO MARIA DELIPIUO NAVARRO RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1148 PAGE 240.
- LIMITS OF TURNER'S COURT ARE BASED ON PLAN REFERENCE "M".
- BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT B DESCRIBED IN BOOK 7575 PAGE 0074.
- THERE IS NO 100 YEAR FLOOD PLAIN LOCATED ON THE SITE AND IS DESIGNATED AS ZONE C PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTLAND, MAINE, COMMUNITY PANEL NUMBER 230051 0014 B DATED JULY 17, 1986.
- PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.

SURVEYOR'S STATEMENT

THE UNDERSIGNED HEREBY STATE TO GFI ACQUISITIONS I LLC, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS SURVEY WAS ACTUALLY MADE UPON THE GROUND; THAT IT AND THE INFORMATION, COURSES, ANGLES AND DISTANCES SHOWN THEREON ARE CORRECT; THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL STREETS, EASEMENTS, EASEMENTS OR RIGHT-OF-WAY LOCATED ON THE PREMISES; THAT, EXCEPT AS SHOWN, THERE ARE NO (A) RIGHT-OF-WAY AND UTILITY LINES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) ENCROACHMENTS OR RIGHT-OF-WAY LOCATED ON THE PREMISES; (B) PARTY WALLS, (C) ENCROACHMENTS ON ADJOINING PREMISES, STREETS OR ALLEYS OF ANY OF SAID BUILDINGS, STRUCTURES OR IMPROVEMENTS, OR (D) ENCROACHMENTS UPON THE PREMISES BY ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENTS SITUATED ON ANY ADJOINING PREMISES; PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES OF THE PREMISES IS AS STATED ON THE SURVEY; AND THAT THE IMPROVEMENTS DO NOT VIOLATE ANY SETBACK OR OTHER BUILDING LINES.

THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1999 AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 8, 9, 10, 11, AND 13 OF TABLE THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN 2000) OF AN "URBAN" SURVEY.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ALTA / ACSM LAND TITLE SURVEY**  
 OF: **VILLAGE CAFE INC.**  
 112 NEWBURY ST., 113 NEWBURY ST., 40 HANCOCK ST.  
 PORTLAND, MAINE  
 FOR: **GFI ACQUISITIONS I, LLC**  
 133 FEARL STREET, SUITE 400  
 BOSTON, MA 02210

**Sebago Technics**  
 Engineering Experts You Can Build On  
 One Commercial Center  
 Portland, ME 04108-1339  
 Tel: (207) 856-0277

| PROJECT NO. | FIELD BOOK | DESIGN | CHKD | DRAWN |
|-------------|------------|--------|------|-------|
| 05109       | DIGITAL    | DCS    | DFB  | DFB   |

DATE: 7/12/05  
 SCALE: 1"=40'

**SHEET 1 OF 1**

05109LTS

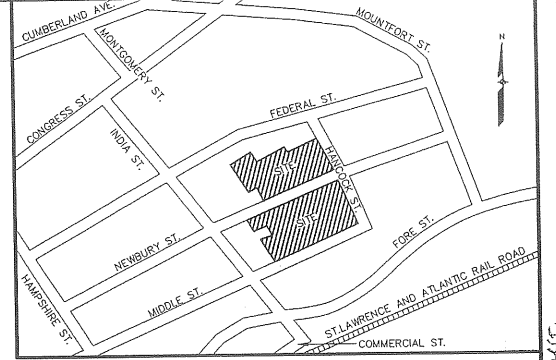
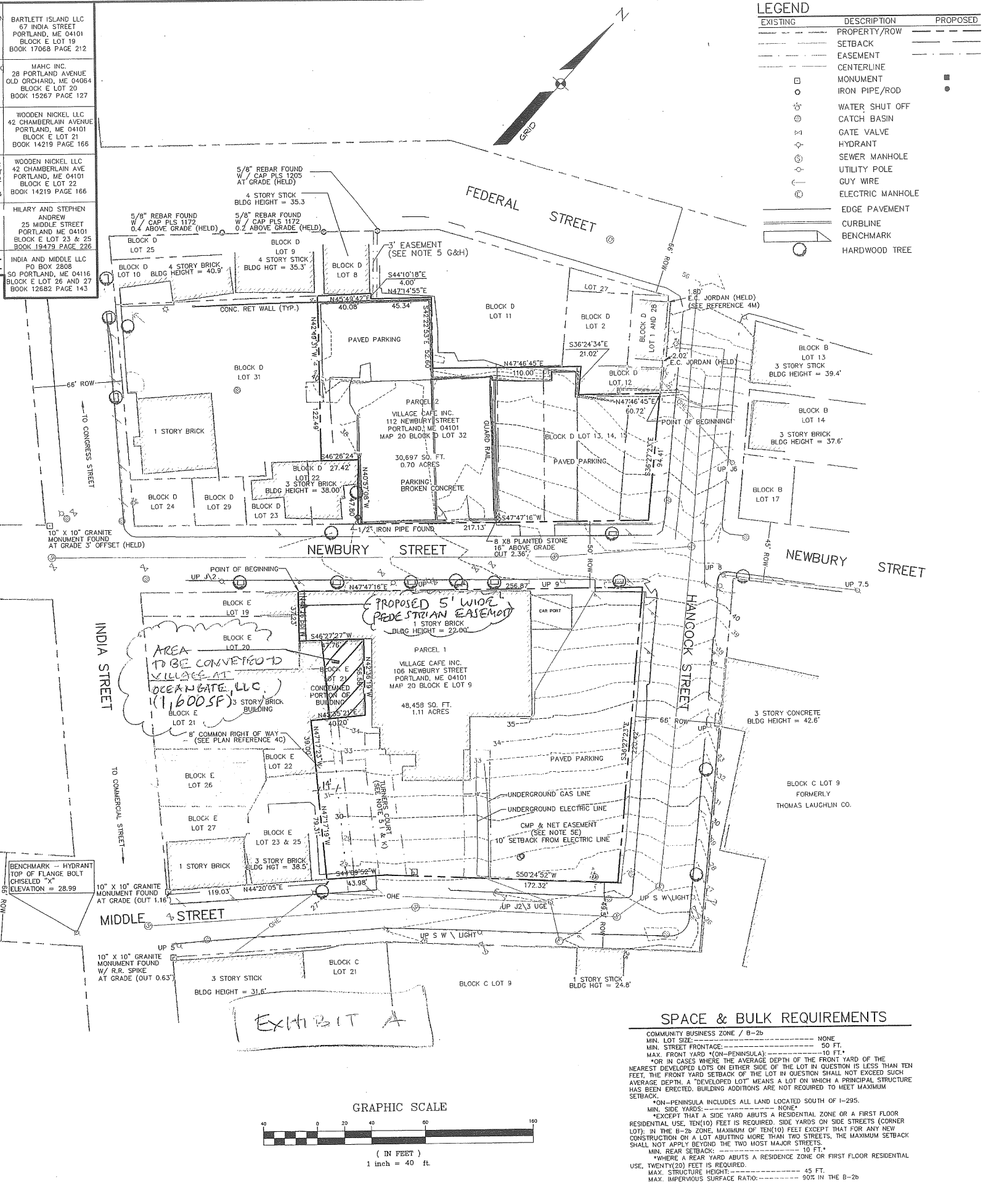
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|---|---|---|--|--|
| JOHN FITZPATRICK<br>PO BOX 8115<br>PORTLAND, ME 04104<br>BLOCK B LOT 13<br>BOOK 16910 PAGE 0066             | MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11990 PAGE 193   | FRANCIS JACKSON<br>139 HARTLEY STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 340<br>BOOK 13590 PAGE 340           | ALISON AND DAVID BROWN<br>125 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 23<br>BOOK 15768 PAGE 132    | BARTLETT ISLAND LLC<br>67 INDIA STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 19<br>BOOK 17068 PAGE 212                |
| CATAMONT PROPERTIES LLC<br>30 LEDGWOOD DRIVE<br>FALMOUTH, ME 04105<br>BLOCK B LOT 11<br>BOOK 16863 PAGE 140 | TIM HARDY<br>1728 ASTURIAS STREET<br>ST AUGUSTINE, FL 32080<br>BLOCK D LOT 1 AND 29<br>BOOK 12154 PAGE 29 | DOMINIC REALI REALTY LLC<br>4846 NORTH HERMITAGE<br>CHICAGO, IL 60640<br>BLOCK D LOT 24<br>BOOK 22369 PAGE 122  | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 24<br>BOOK 14437 PAGE 266 | MAHC INC.<br>28 PORTLAND AVENUE<br>OLD ORCHARD, ME 04064<br>BLOCK E LOT 20<br>BOOK 15267 PAGE 127                    |
| HADLEY M. BROWN<br>97 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK B LOT 17<br>BOOK 3934 PAGE 215          | DAVID FILIPOS<br>36 FEDERAL STREET #3<br>PORTLAND, ME 04101<br>BLOCK D LOT 2<br>BOOK 15976 PAGE 285       | ROLAND SMALLEY JR.<br>73 WALL STREET<br>PORTLAND, ME 04103<br>BLOCK D LOT 12<br>BOOK 12574 PAGE 217             | BETTY POMROY<br>PO BOX 432<br>WESTBROOK, ME 04098<br>BLOCK D LOT 25<br>BOOK 6706 PAGE 276                      | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| SHIPYARD BREWING CO LLC<br>85 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK C LOT 9<br>BOOK 12206 PAGE 170  | JONATHAN PRESTON<br>PO BOX 1516<br>CHARLESTOWN, RI 02813<br>BLOCK D LOT 8<br>BOOK 18802 PAGE 237          | VILLAGE CAFE INC.<br>106 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13, 14, 15<br>BOOK 15585 PAGE 304  | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 29<br>BOOK 15585 PAGE 304 | WOODEN NICKEL LLC<br>42 CHAMBERLAIN AVENUE<br>PORTLAND, ME 04101<br>BLOCK E LOT 21<br>BOOK 14219 PAGE 166            |
| MICUCCI BROTHERS INC.<br>43 INDIA STREET<br>PORTLAND, ME 04103<br>BLOCK C LOT 27<br>BOOK 11990 PAGE 193     | KAC LLC<br>19 VISTA DRIVE<br>SOUTH PORTLAND, ME 04106<br>BLOCK D LOT 9<br>BOOK 21962 PAGE 258             | THOMAS AND MARCIA CARLISTA<br>123 NEWBURY STREET<br>PORTLAND, ME 04101<br>BLOCK D LOT 13<br>BOOK 15416 PAGE 137 | DOMINIC REALI REALTY LLC<br>312 ST. JOHN STREET<br>PORTLAND, ME 04102<br>BLOCK D LOT 31<br>BOOK 15585 PAGE 307 | HILARY AND STEPHEN<br>ANDREW<br>25 MIDDLE STREET<br>PORTLAND, ME 04101<br>BLOCK E LOT 23 & 25<br>BOOK 19479 PAGE 228 |

ABUTTERS LIST: TAX MAP 20 BLOCKS B, C, D, & E

LEGAL DESCRIPTION

**PARCEL 1**  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OWNED BY BARTLETT ISLAND LLC, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 17068 PAGE 212, AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-47'-16" E, A DISTANCE OF 256.87 FEET, BY AND ALONG SAID SOUTHERLY SIDE OF NEWBURY STREET TO THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY OF 66 FEET, TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, A DISTANCE OF 220.42 FEET, BY AND ALONG THE SOUTHERLY SIDE OF SAID HANCOCK STREET TO THE WESTERLY SIDE OF MIDDLE STREET, HAVING A RIGHT OF WAY OF 49.5 FEET, TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 50°-24'-52" W, BY AND ALONG SAID WESTERLY SIDE OF MIDDLE STREET, A DISTANCE OF 172.32 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 44°-09'-52" W, BY AND ALONG SAID MIDDLE STREET, A DISTANCE OF 43.98 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY STEPHEN ANDREW RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19479 PAGE 226 AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-17'-23" N, BY AND ALONG THE LAND OF SAID ANDREW, A DISTANCE OF 79.31 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID ANDREW AND THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY WOODEN NICKEL LLC RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 14219 PAGE 166 AND A SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-17'-23" W, BY AND ALONG SAID LAND OF WOODEN NICKEL LLC, A DISTANCE OF 39.00 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-35'-21" E, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 40.20 FEET, TO A POINT, SAID POINT BEING AN EASTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-35'-19" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 56.58 FEET, TO A BRICK BUILDING CORNER, SAID BUILDING CORNER BEING THE MOST NORTHERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 46°-27'-27" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC, A DISTANCE OF 47.76 FEET, TO A POINT, SAID POINT BEING A NORTHWESTERLY CORNER OF LAND OF SAID WOODEN NICKEL LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-26'-53" W, BY AND ALONG THE LAND OF SAID WOODEN NICKEL LLC AND LAND OF SAID BARTLETT ISLAND LLC, A DISTANCE OF 37.00 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 48,458 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

**PARCEL 2**  
A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE NORTHERLY SIDE OF NEWBURY STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, NOW OR FORMERLY OF THE VILLAGE CAFE, INC., BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SIDE OF HANCOCK STREET, HAVING A RIGHT OF WAY WIDTH OF 66 FEET, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY ROLAND SMALLEY JR. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12574 PAGE 217 AND THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-27'-23" E, BY AND ALONG THE WESTERLY SIDE OF SAID HANCOCK STREET, A DISTANCE OF 94.41 FEET TO A POINT ON THE NORTHERLY SIDE OF NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, SAID POINT BEING THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 47°-47'-16" W, BY AND ALONG THE NORTHERLY SIDE OF SAID NEWBURY STREET, HAVING A RIGHT OF WAY WIDTH OF 50 FEET, A DISTANCE OF 217.13 FEET, TO A POINT, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY THOMAS AND MARCIA CARLISTA, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15416 PAGE 137, AND THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 40°-57'-08" W, BY AND ALONG THE LAND OF SAID THOMAS AND MARCIA CARLISTA, A DISTANCE OF 47.80 FEET, TO A BUILDING CORNER, SAID CORNER BEING THE NORTHERLY CORNER OF LAND OF SAID CARLISTA AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 46°-26'-24" W, BY AND ALONG THE LAND OF SAID CARLISTA, A DISTANCE OF 27.42 FEET, TO A POINT ON THE FACE OF SAID BUILDING, SAID POINT BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY DOMINIC REALI REALTY LLC, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15585 PAGE 307, AND SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 42°-49'-31" W, BY AND ALONG THE LAND OF SAID DOMINIC REALI REALTY LLC, A DISTANCE OF 122.49 FEET, TO A POINT, SAID POINT BEING THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 45°-49'-42" E, BY AND ALONG THE LAND NOW OR FORMERLY OWNED BY JONATHAN PRESTON, RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 18802 PAGE 237, AND LAND NOW OR FORMERLY OWNED BY 44 FEDERAL STREET LLC RECORDED IN SAID REGISTRY IN BOOK 22369 PAGE 122, A DISTANCE OF 40.09 FEET, TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF LAND OF SAID JONATHAN PRESTON, AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 44°-10'-18" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 4.00 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-14'-55" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 45.34 FEET, TO A POINT, SAID POINT BEING A SOUTHWESTERLY CORNER OF LAND OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 42°-22'-53" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC, A DISTANCE OF 52.60 FEET TO A POINT, SAID POINT BEING A SOUTHERLY CORNER OF SAID 44 FEDERAL STREET LLC AND A WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-48'-45" E, BY AND ALONG THE LAND OF SAID 44 FEDERAL STREET LLC AND THE LAND NOW OR FORMERLY OWNED BY ROLAND SMALLEY JR. RECORDED IN SAID CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15976 PAGE 285, A DISTANCE OF 110.00 FEET, TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY SAID ROLAND SMALLEY JR. AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, S 36°-24'-34" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 21.02 FEET, TO A POINT, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LAND OF SAID SMALLEY AND A NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED.  
THENCE, N 47°-45'-45" E, BY AND ALONG THE LAND OF SAID ROLAND SMALLEY JR., A DISTANCE OF 60.72 FEET, TO THE POINT OF BEGINNING.  
MEANING AND INTENDING TO DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 30,697 SQUARE FEET OR 0.70 ACRES, MORE OR LESS.



LOCATION MAP

GENERAL NOTES:

- THE RECORD OWNER OF THE PROPERTY IS VILLAGE CAFE INC. DEEDS TO SUBJECT PARCELS ARE 1737/167, 3161/504, 4357/291, 3217/83, 3004/226, 3091/703, 3752/140, 3112/131, 3024/132, 3291/260, 2996/237, 2996/235, 4357/289, 4094/222, 9520/73.
  - THE PROPERTY IS DEPICTED ON THE TOWN OF PORTLAND TAX MAP 20; BLOCK E LOT 9 AND BLOCK D, LOTS 13, 14, 15, AND 32.
  - THE BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH HAD 1983 MAINE WEST ZONE. CONTOURS AND ELEVATION SHOWN HEREON ARE BASED UPON NGVD 1929 VERTICAL DATUM.
  - PLAN REFERENCES:
    - PLAN TITLED "ALTA / ACSM TITLE SURVEY OF JORDAN'S MEATS PROPERTY, PREPARED FOR PHE LIMITED PARTNERSHIP, BY SEBAGO TECHINCS, INC., DATED 4/29/05.
    - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORD STREETS, PORTLAND MAINE" PREPARED FOR AMERICAN HOIST & DERRICK CO. BY OWEN HASKELL, INC., DATED APRIL OF 1987.
    - ALTA/ACSM LAND TITLE SURVEY, PREPARED FOR ARI REAL ESTATE HOLDINGS BY OWEN HASKELL INC., DATED NOV. 8, 2001.
    - PLAN TITLED "CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING SECTION - HAMPSHIRE STREET SL WORKSHEET" BY THE CITY OF PORTLAND ENGINEERS OFFICE, DATED FEB. 2002.
    - RIGHT OF WAY MAPS BY THE CITY OF PORTLAND; # 21, 52, 73, AND 113.
    - PLAN OF SEWER LINE - NEWBURY STREET, BUILT JUNE 1877, CITY PLAN #425/5. PLAN OF SEWER LINE - MIDDLE STREET, RE-BUILT AUG 1926, CITY PLAN #424/10. PLAN OF SEWER LINE - INDIA, NEWBURY, FEDERAL, AND CONGRESS ST. RE-BUILT AUG 1926, CITY PLAN #440/25.
    - PLAN OF PROPERTY IN PORTLAND, MAINE, PREPARED FOR THOMAS LAUGHLIN CO., DATED SEPT. 2 1955; DRAWING #473/9.
    - PLAN OF PORTLAND SEWER SYSTEM INFILTRATION - INFLOW ANALYSIS, PREPARED FOR PORTLAND WATER DISTRICT BY HUNTER-BALLEW ASSOCIATES, CITY DRAWING #W-4.
    - PORTLAND WATER DISTRICT, PORTLAND SHEET 9.
    - PLAN TITLED "PLAN OF LAND STANDARD BOUNDARY SURVEY ON FORE, INDIA, MIDDLE NEWBURY, HANCOCK, & MOUNTFORD STREETS, PORTLAND MAINE" PREPARED FOR SHIPYARD BREWING COMPANY, BY OWEN HASKELL, INC., DATED APRIL OF 1987, REVISED 11/2/95.
    - SITE PLAN "ADDITIONS TO THE VILLAGE CAFE, PORTLAND, ME, BY JOHN H. LEASURE - ARCHITECT, INC., DATED JAN. 4, 1985.
    - PLAN TITLED "INDIA ST. REBUILDING SEWER - MIDDLE ST. TO CONGRESS ST." BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DRAWN ON 11/4/55, DRAWING #659/8.
    - "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR VILLAGE CAFE" DATED 4-10-84 BY EC JORDAN.
  - SUBJECT TO:
    - RIGHTS AND EASEMENT GRANTED TO CO CENTRAL MAINE POWER COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3408 PAGE 116.
    - RIGHTS AND EASEMENT GRANTED TO THOMAS LAUGHLIN COMPANY FOR NOISE, VIBRATION, SMOKE, SOOT, CONDENS, FUMES, GASES, AND VAPORS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN THE FOLLOWING BOOKS AND PAGES: 1611/352, 2064/472, 1899/75, 1611/327, 1611/321, 1658/313, 2041/135.
    - RIGHTS AND EASEMENT GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2806 PAGE 166.
    - RIGHTS AND EASEMENTS GRANTED BY AMEDEO REALI AND BRIGIDA DIMILLO TO CENTRAL MAINE POWER CO. AND NEW ENGLAND TELEPHONE CO. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3027 PAGE 770.
    - RIGHTS AND EASEMENTS GRANTED TO THE VILLAGE CAFE, INC. TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 6793 PAGE 349.
    - RIGHTS AND EASEMENTS GRANTED BY WARWICK CORPORATION TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE COMPANY RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3211 PAGE 557.
    - THREE FOOT WIDE RIGHT OF WAY LOCATED OFF THE SOUTHERLY SIDIENE OF FEDERAL STREET AS DESCRIBED IN DEED FROM GEISINGER REALTY CO. TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3142 PAGE 190.
    - 10 FOOT RIGHT OF WAY REFERENCED FROM BOOK 7270 PAGE 0036, QUOTED AS READING "THE ABOVE DESCRIBED PREMISES MAY BE SUBJECT TO A RIGHT OF WAY ABOUT 10 FEET WIDE AND 42 FEET LONG LOCATED OFF THE SOUTHERLY SIDIENE OF FEDERAL STREET AS DESCRIBED IN A DEED TO WARWICK CORPORATION RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3142, PAGE 190." NOT SHOWN ON PLAN.
    - RIGHTS OF OTHERS TO PASS OVER PARCEL 1 TO AND FROM TURNER'S COURT AS DESCRIBED IN DEED FROM GEOFFREY I. RICE TO VILLAGE CAFE, INC. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4336 PAGE 125.
    - RIGHTS DESCRIBED IN DEED FROM ARICHO M. SICILIANO TO MARIA DELFINO NAVARRO RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1148 PAGE 240
    - LIMITS OF TURNERS COURT ARE BASED ON PLAN REFERENCE "M".
    - BUILDING AND OVERHANG EASEMENT FOR BLOCK D LOT 8 DESCRIBED IN BOOK 7575 PAGE 0074.
    - THERE IS NO 100 YEAR FLOOD PLAIN LOCATED ON THE SITE AND IS DESIGNATED AS ZONE C PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTLAND, MAINE, COMMUNITY PANEL NUMBER 230051 0014 B DATED JULY 17, 1986.
    - PUBLIC WATER AND SEWER IS PROVIDED TO SUBJECT PARCELS.
  - THIS PLAN IS BASED UPON A BOUNDARY SURVEY PERFORMED IN ACCORDANCE WITH THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE WITH THE EXCEPTION THAT NO NEW MONUMENT HAS BEEN SET AT THE ISSUANCE OF THIS PLAN.
- SURVEYOR'S STATEMENT**
- THE UNDERSIGNED HEREBY STATE TO GRI ACQUISITIONS I, LLC, INC AND FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS SURVEY WAS ACTUALLY MADE UPON THE GROUND, THAT IT AND THE INFORMATION, COURSES, ANGLES AND DISTANCES SHOWN THEREON ARE CORRECT, THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL STREETS, EASEMENTS, RIGHT-OF-WAY AND UTILITY LINES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO (A) EASEMENTS OR RIGHT-OF-WAY ACROSS THE PREMISES; (B) PARTY WALLS; (C) ENCROACHMENTS ON ADJOINING PREMISES, STREETS OR ALLEYS OF ANY SAID BUILDINGS, STRUCTURES OR IMPROVEMENTS; OR (D) ENCROACHMENTS UPON THE PREMISES BY ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENTS SITUATED ON ANY ADJOINING PREMISES; PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES OF THE PREMISES IS AS STATED ON THE SURVEY; AND THAT THE IMPROVEMENTS DO NOT VIOLATE ANY SETBACK OR OTHER BUILDING LINES.
- THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1999 AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 8, 9, 10, 11, AND 13 OF TABLE THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN 2000) OF AN "URBAN" SURVEY.
- SIGNED BY: \_\_\_\_\_ DATED: \_\_\_\_\_

**ALTA / ACSM LAND TITLE SURVEY**

OF: **VILLAGE CAFE INC.**  
112 NEWBURY ST., 40 HANCOCK ST.  
PORTLAND, MAINE

FOR: **GFI ACQUISITIONS I, LLC**  
131 PEARL STREET, SUITE 400  
BOSTON, MA 02110

DATE: 7/12/05 SCALE: 1"=40'

**SHEET 1 OF 1**

PROJECT NO: 05109 FIELD BOOK: DESIGN: CHKD: DFB: DIGITAL: DCS: DFB

Sebago Technics  
Engineering/Experts You Can Build On  
112 Newbury St., 40 Hancock St.  
Portland, Maine 04108-1339  
Tel: (207) 856-0277

REVISIONS:

| NO. | DATE    | BY  | DATE | REVISION   |
|-----|---------|-----|------|--|
| 1   | 7/12/05 | DFB |      | BOUNDARY REVISION                                      |
| 2   | 7/20/05 | DFB |      | BOUNDARY REVISION                                      |
| 3   | 7/20/05 | DFB |      | PER DC'S REVISIONS                                     |
| 4   | 7/29/05 | DFB |      | BOUNDARY REVISION                                      |
| 5   | 8/17/05 | DFB |      | BOUNDARY REVISION                                      |
| 6   | 8/17/05 | DFB |      | ADDED METES & BOUNDS ALONG MIDDLE ST. NEAR INDIA ST.   |
| 7   | 8/17/05 | DFB |      | REVISED HANCOCK STREET SIDIENE                         |
| 8   | 8/17/05 | DFB |      | ADDED METES & BOUNDS ALONG MIDDLE ST. NEAR INDIA ST.   |
| 9   | 8/17/05 | DFB |      | REVISED METES & BOUNDS ALONG MIDDLE ST. NEAR INDIA ST. |
| 10  | 8/17/05 | DFB |      | ADDED METES & BOUNDS ALONG MIDDLE ST. NEAR INDIA ST.   |

CD 2/11/08 DESIGN PER CLIENT (G. J. JARVIS) REVISION  
CD 2/11/08 REVISION PER CLIENT (G. J. JARVIS) REVISION  
CD 2/11/08 REVISION PER CLIENT (G. J. JARVIS) REVISION

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHINCS, INC. ANY ALTERATIONS, OMISSIONS, OR ADDITIONS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHINCS, INC. AUTHORIZED OR OTHERWISE.

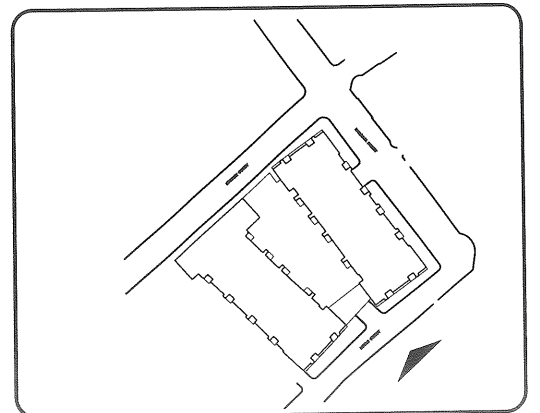


6 d (substituted)



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.



DAVID M. WHITE, ARCHITECT  
403 Tibbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase I/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 18, 2008

REVISIONS:

DRG. NO.  
P.4

62

DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
GFI Partners  
93 Pearl Street  
Boston, MA 02110

THE VILLAGE AT OCEAN GATE  
Middle Street  
Portland, Maine

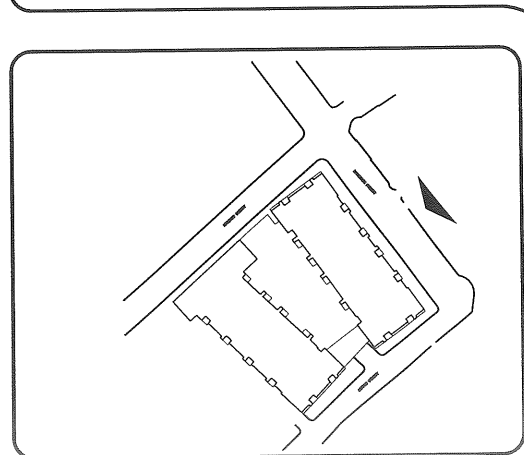
EAST ELEVATION  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: February 11, 2006

REVISIONS:

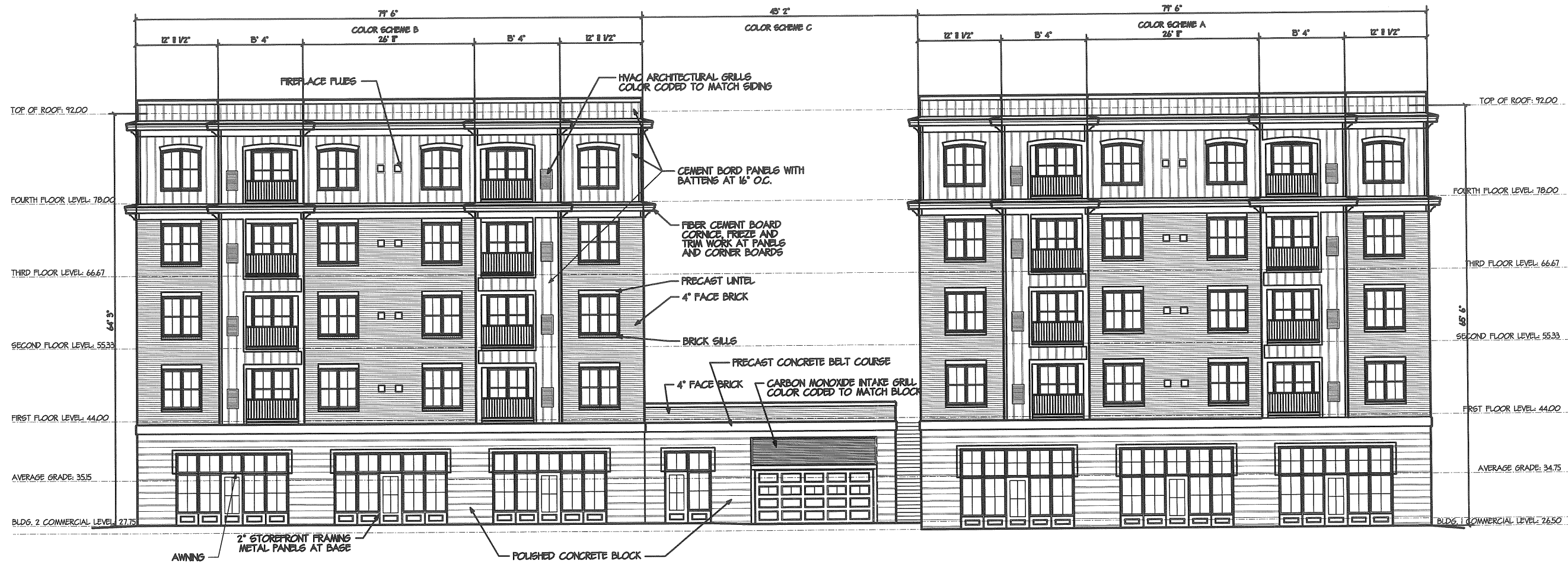
DRG. NO.  
P.5



BUILDING I  
HANCOCK STREET ELEVATION  
SCALE: 1/8" = 1' 0"

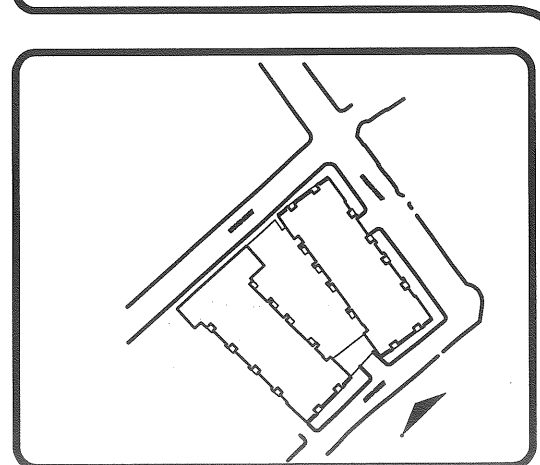






BUILDINGS 1 & 2  
 MIDDLE STREET ELEVATION  
 SCALE: 1/16" = 1' 0"

NOTES:  
 LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
 ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.



DAVID M. WHITE, ARCHITECT  
 403 Tbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

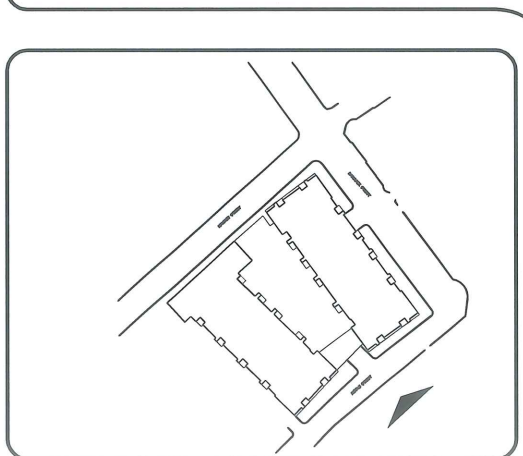
THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SOUTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: May 20, 2008

REVISIONS:

DRG. NO.  
 1



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

*Triple double door*

*- arched windows  
- 4' - slender - cornice  
- asked for red brick  
- (C. Curran)*

DAVID M. WHITE, ARCHITECT  
403 Tibbets Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: May 21, 2008

REVISIONS:

DRG. NO.  
1

| Luminaire Schedule |     |       |             |        |       |                   |
|--------------------|-----|-------|-------------|--------|-------|-------------------|
| Symbol             | Qty | Label | Arrangement | Lumens | LLF   | Description       |
| □                  | 15  | W2    | SINGLE      | 14000  | 0.750 | Lumark MHIP-T-175 |

| Numeric Summary |             |       |      |      |     |         |         |
|-----------------|-------------|-------|------|------|-----|---------|---------|
| Label           | CalcType    | Units | Avg  | Max  | Min | Avg/Min | Max/Min |
| CalcPts         | Illuminance | Fc    | 0.84 | 46.4 | 0.0 | N.A.    | N.A.    |

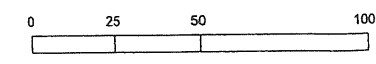


The Village At Ocean Green  
Retail Building Photometrics

Ian Coll  
Reflex Lighting Group  
6/27/07

GARAGE LEVEL PLAN

SCALE: 1" = 25' 0"



| Luminaire Schedule |     |       |             |        |       |                                    |
|--------------------|-----|-------|-------------|--------|-------|------------------------------------|
| Symbol             | Qty | Label | Arrangement | Lumens | LLF   | Description                        |
| ☐                  | 35  | W1    | SINGLE      | 1190   | 1.000 | SHAPER 682-WP-8-INC/175-120-FINISH |

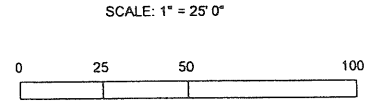
| Numeric Summary |             |       |      |     |     |         |         |
|-----------------|-------------|-------|------|-----|-----|---------|---------|
| Label           | CalcType    | Units | Avg  | Max | Min | Avg/Min | Max/Min |
| CalcPts         | Illuminance | Fc    | 0.02 | 1.4 | 0.0 | N.A.    | N.A.    |



The Village At Ocean Green  
 Unit Exterior Photometrics

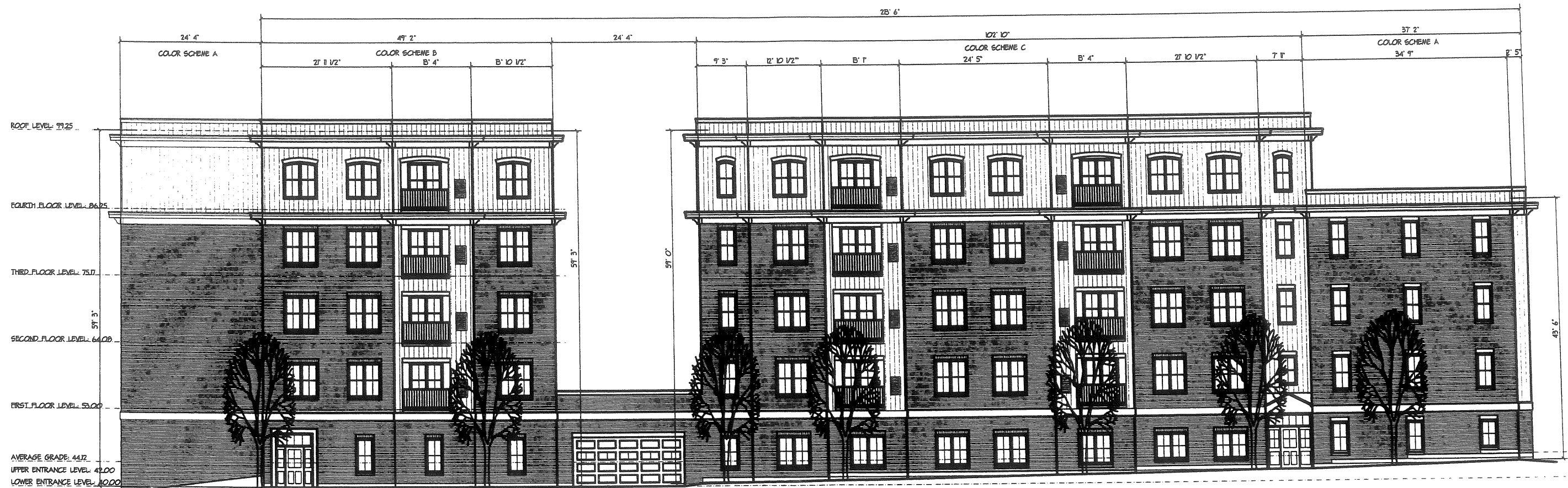
Ian Coll  
 Reflex Lighting Group  
 6/27/07

TYPICAL 1ST THRU 4TH RESIDENTIAL FLOORS





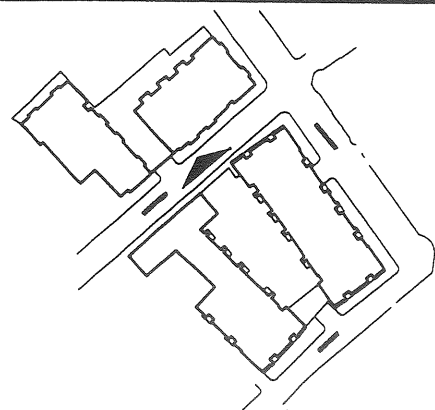
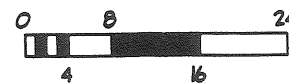
92



NOTE: THESE ELEVATIONS ARE FOR BUILDING 3

### BUILDINGS 3 & 4 NEWBURY STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

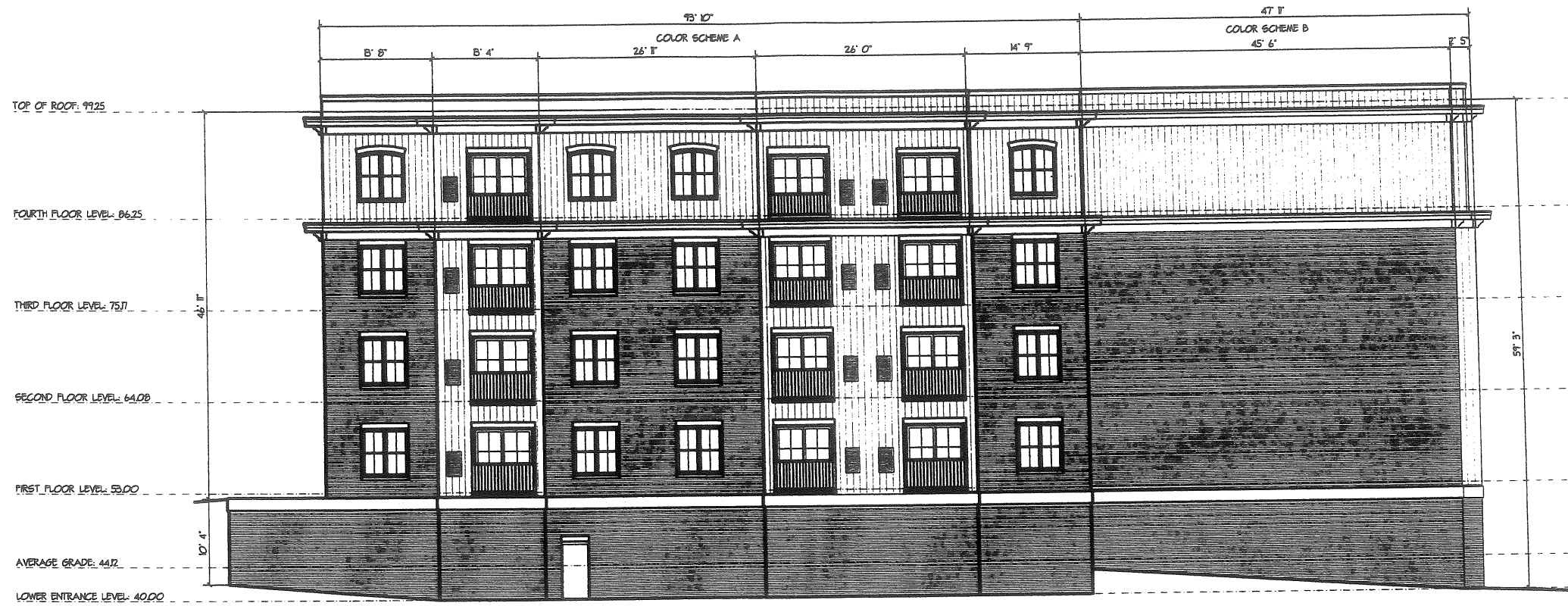
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 10

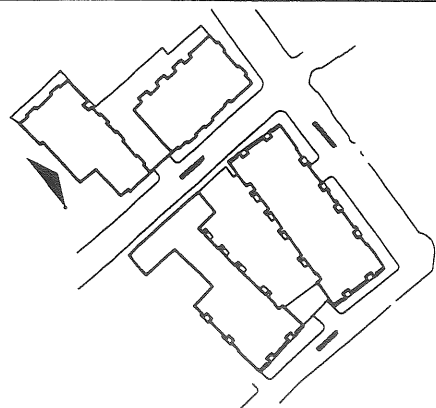
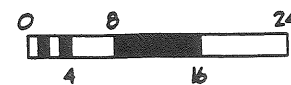


92



BUILDING 4  
WEST ELEVATION

SCALE: 1/16" = 1' 0"



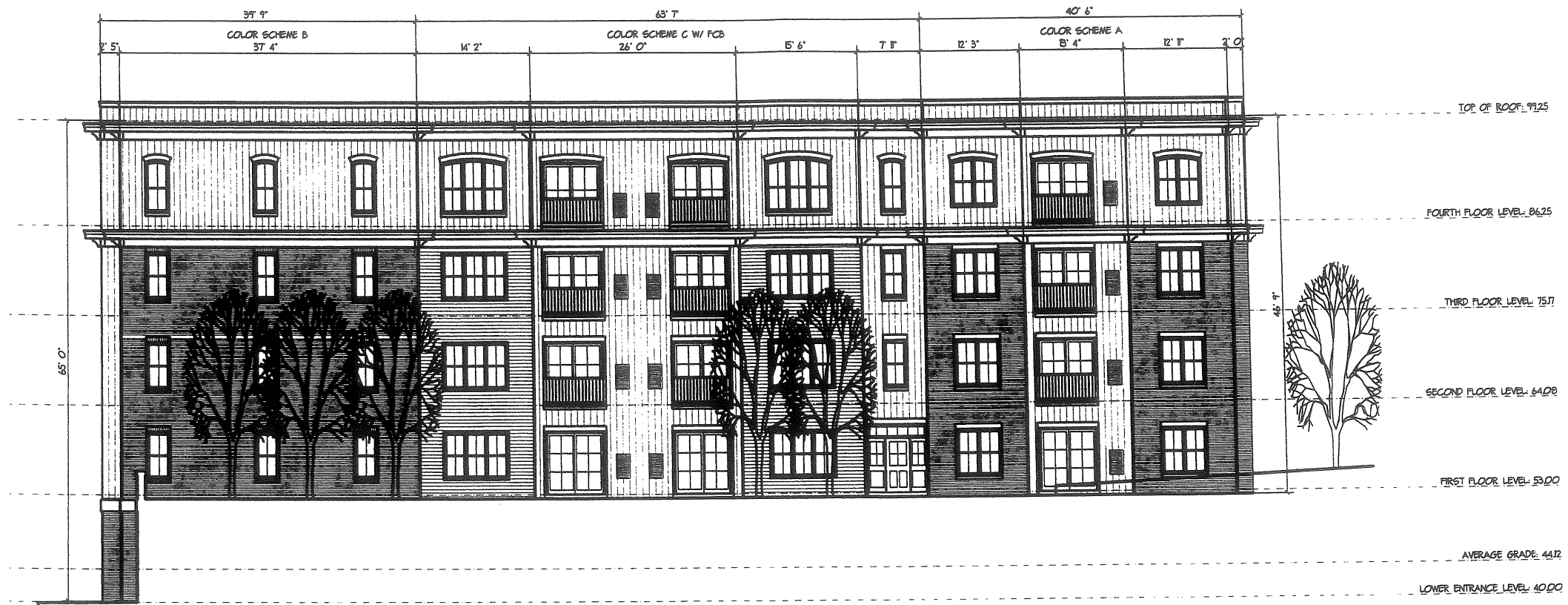
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

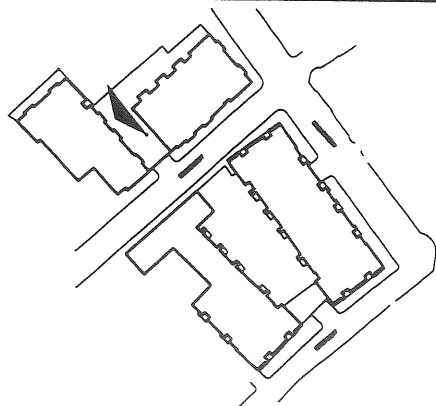
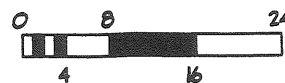
SHEET II

9j



BUILDING 4  
EAST COURTYARD ELEVATION

SCALE: 1/16" = 1' 0"



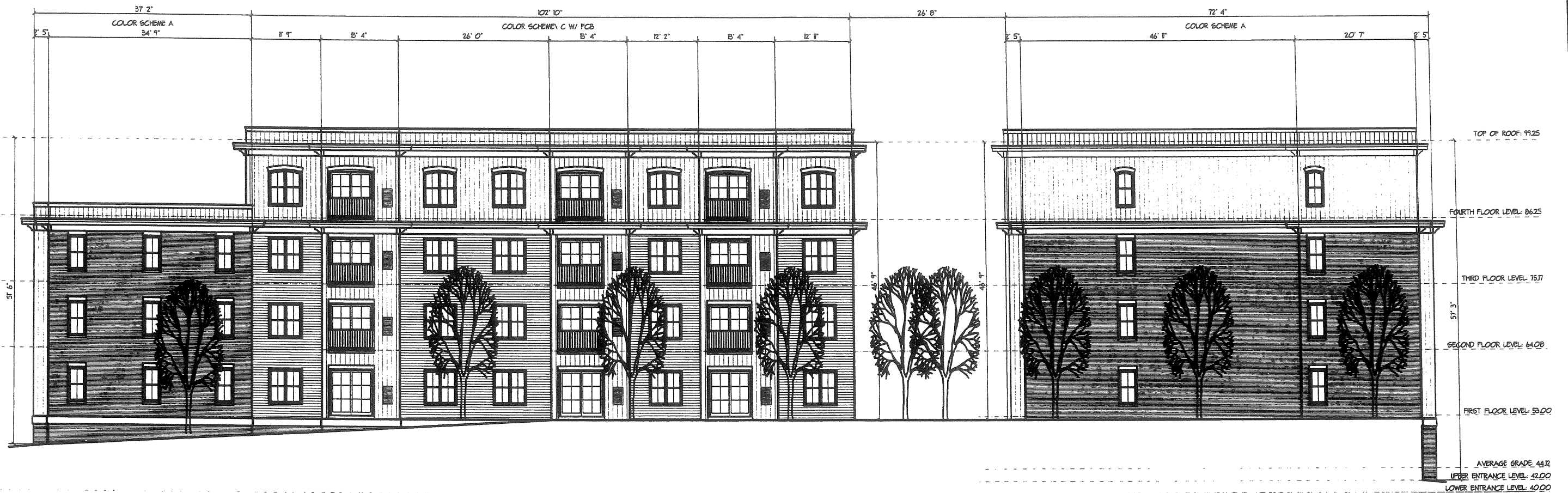
THE VILLAGE AT OCEAN GATE  
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THE VILLAGE AT OCEAN GATE, LLC  
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DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

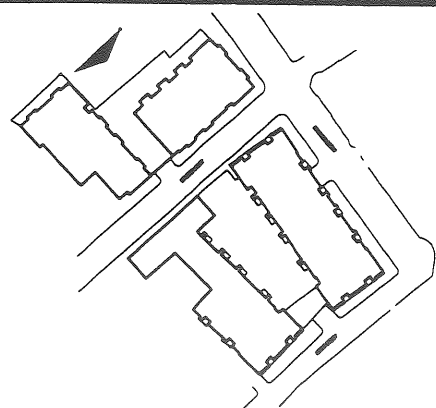
SHEET 12

9k



BUILDINGS 3 & 4  
 NORTH COURTYARD ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
 MIDDLE, NEWBURY AND HANCOCK STREETS  
 PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
 GFI PARTNERS, LLC  
 BOSTON, MASSACHUSETTS

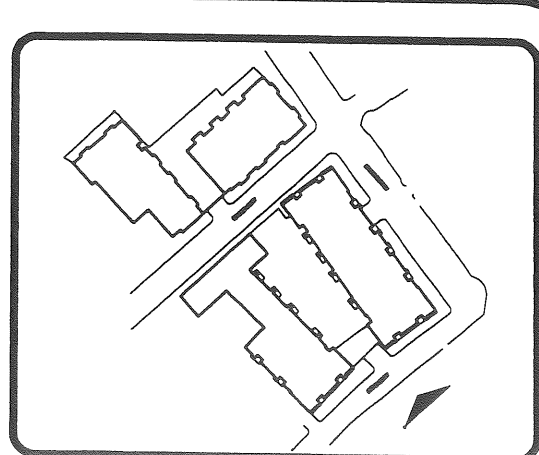
DAVID M. WHITE, ARCHITECT  
 GOFFSTOWN, NEW HAMPSHIRE  
 JUNE 26, 2007

SHEET B



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION

SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GPI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

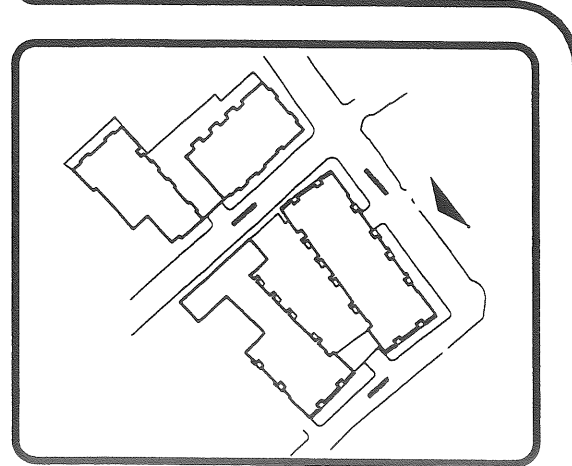
DAVID M. WHITE, ARCHITECT  
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JUNE 26, 2007

SHEET 3





BUILDING 1  
HANCOCK STREET ELEVATION  
SCALE: 1/8" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

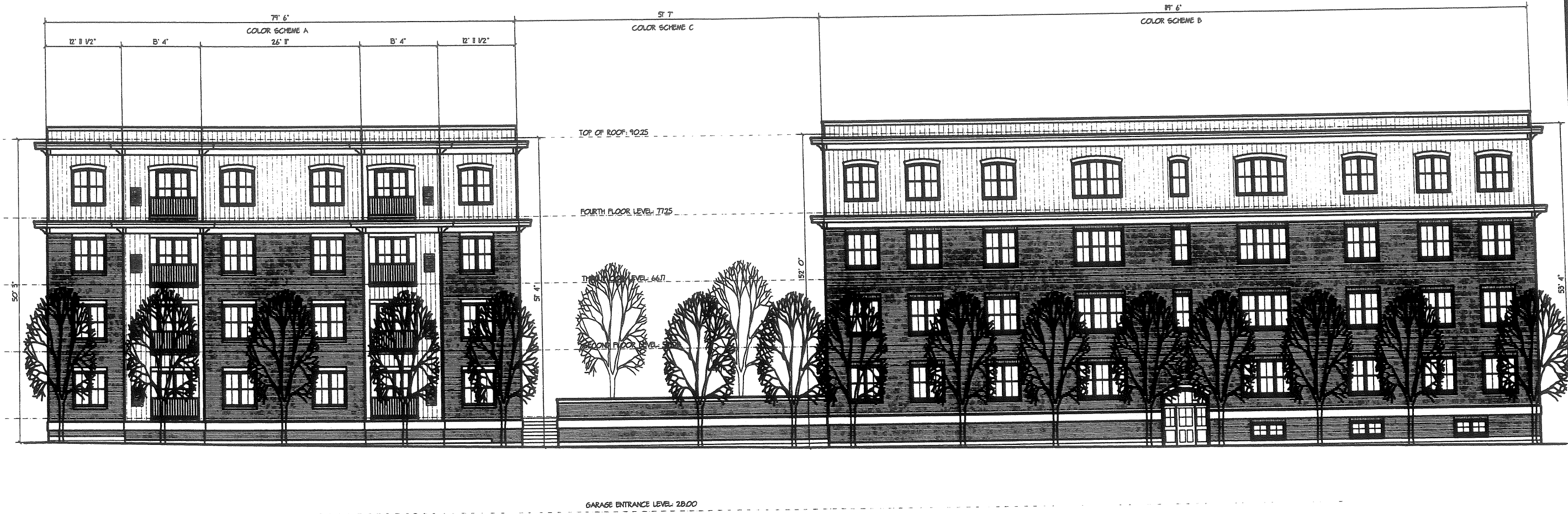
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

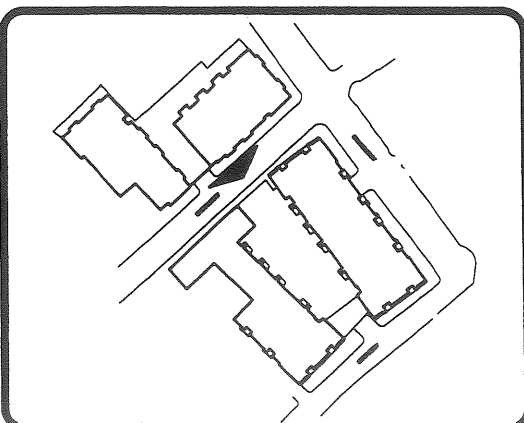
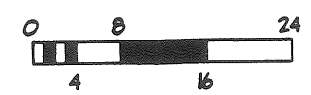
SHEET 4



9c



BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION  
 SCALE: 1/16" = 1' 0"



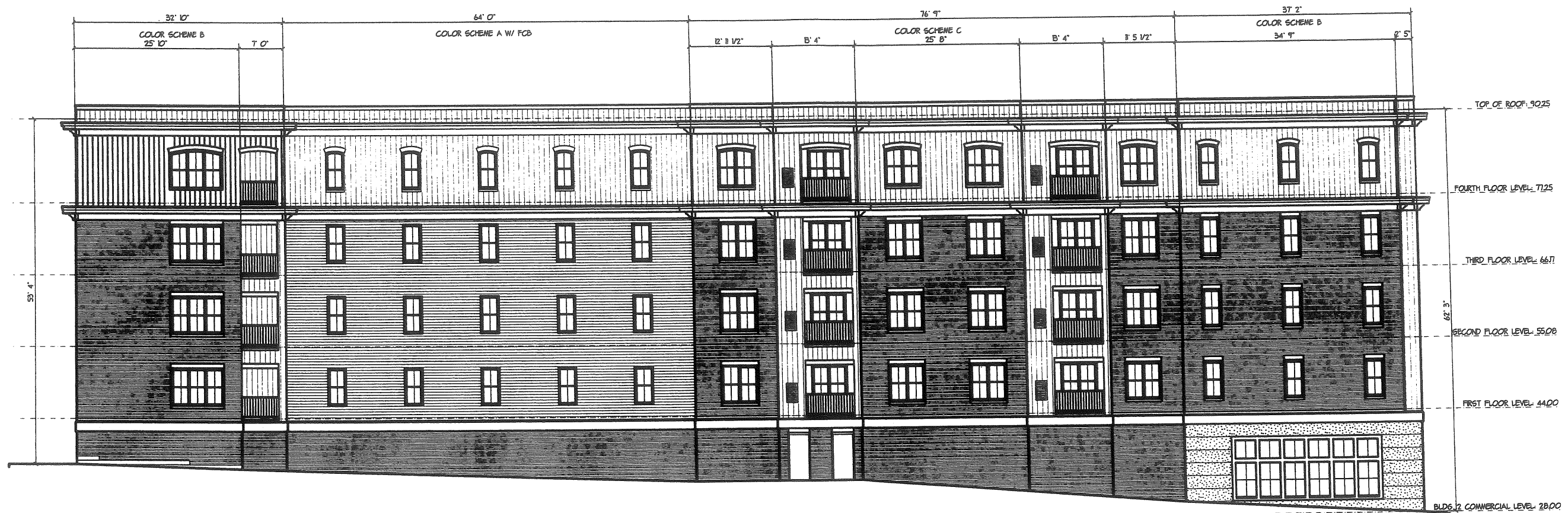
THE VILLAGE AT OCEAN GATE  
 MIDDLE, NEWBURY AND HANCOCK STREETS  
 PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
 GFI PARTNERS, LLC  
 BOSTON, MASSACHUSETTS

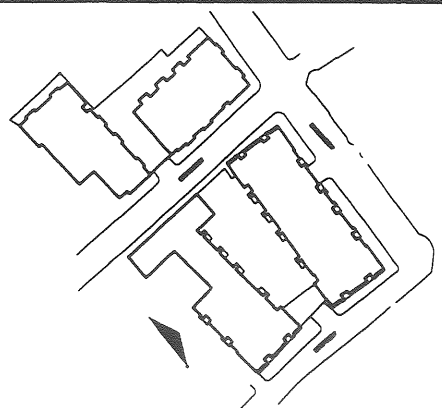
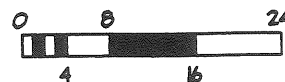
DAVID M. WHITE, ARCHITECT  
 GOFFSTOWN, NEW HAMPSHIRE  
 JUNE 26, 2007

SHEET 5

9d



BUILDING 2  
WEST ELEVATION  
SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

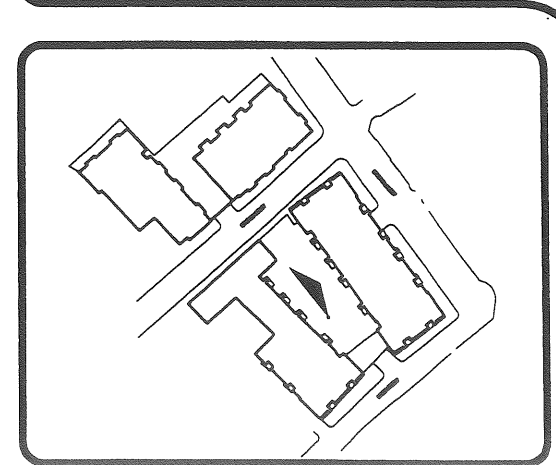
DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 6

9e



BUILDING 1  
WEST COURTYARD ELEVATION  
SCALE: 1/16" = 1' 0"



THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

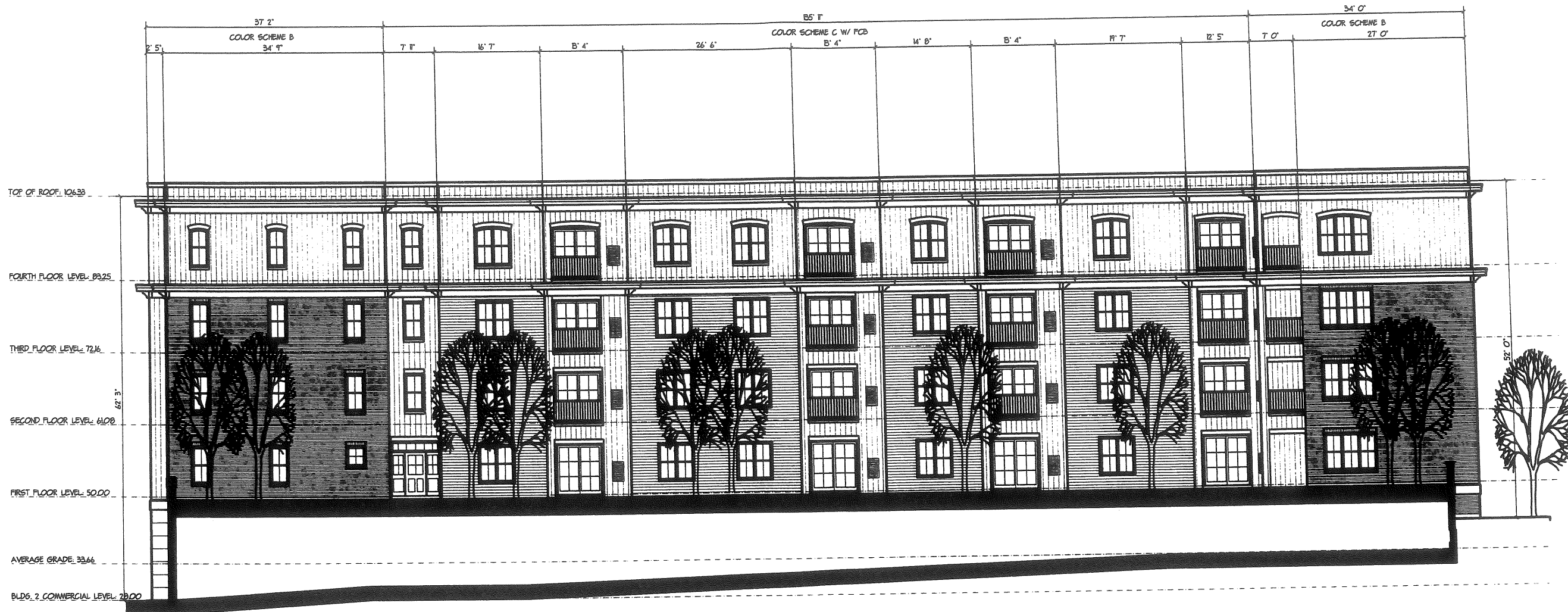
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

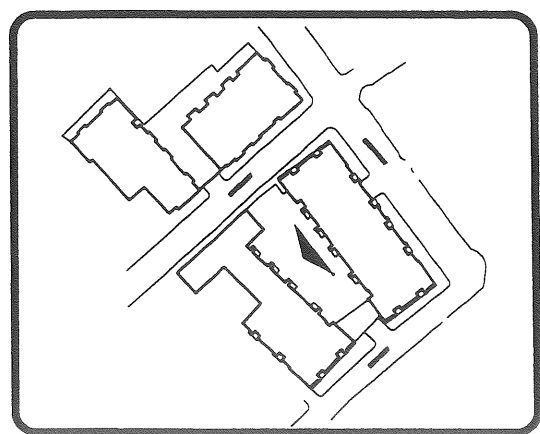
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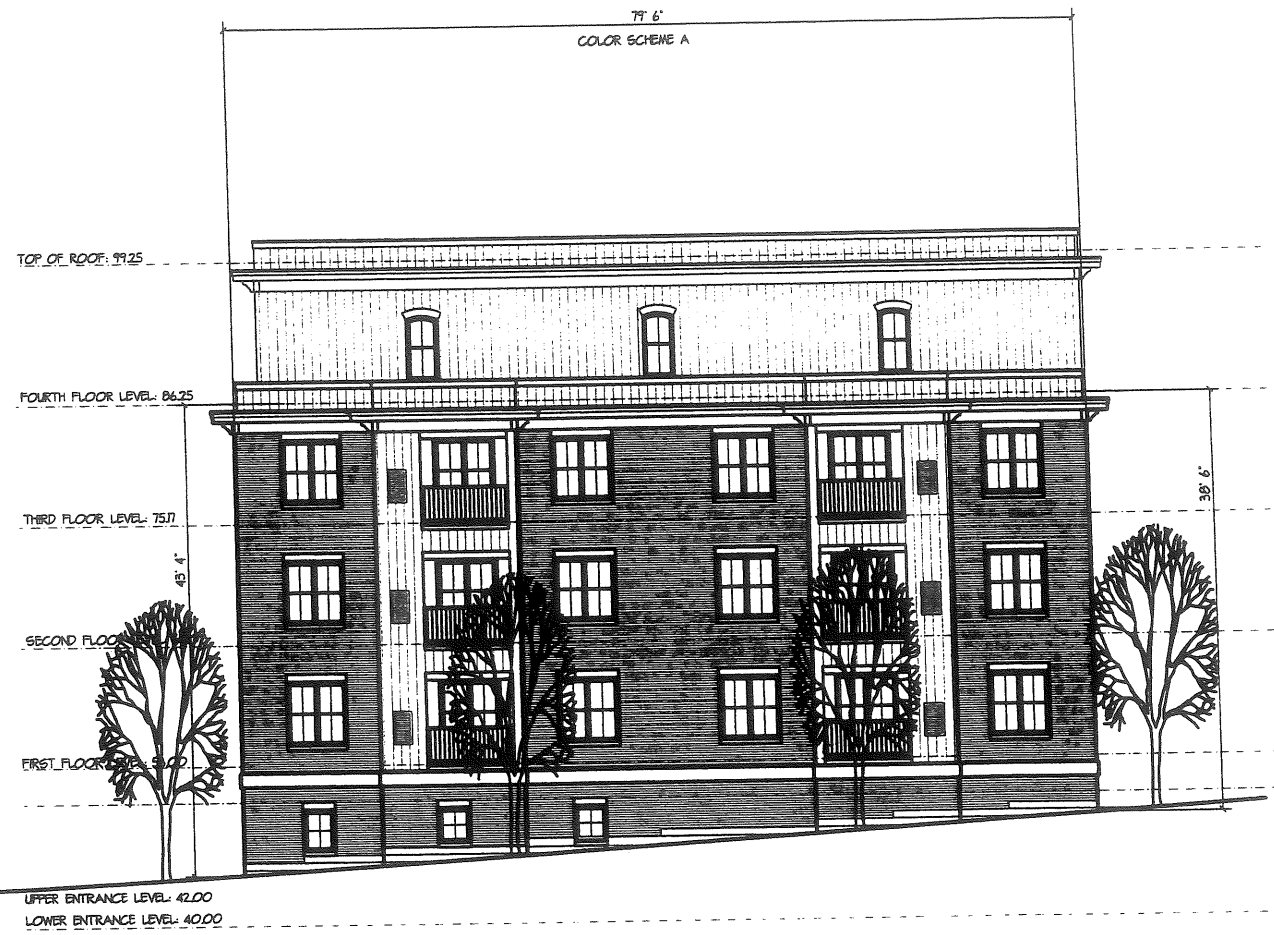


BUILDING 2  
EAST COURTYARD ELEVATION  
SCALE: 1/16" = 1' 0"



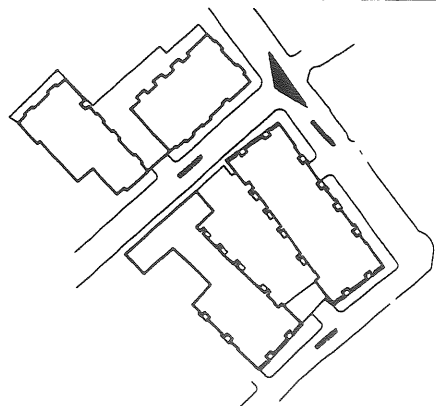
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE  
THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS  
DAVID M. WHITE, ARCHITECT  
GOTTSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007  
SHEET 8

95



BUILDINGS 1 & 3  
HANCOCK STREET ELEVATION

SCALE: 1/16" = 1' 0"



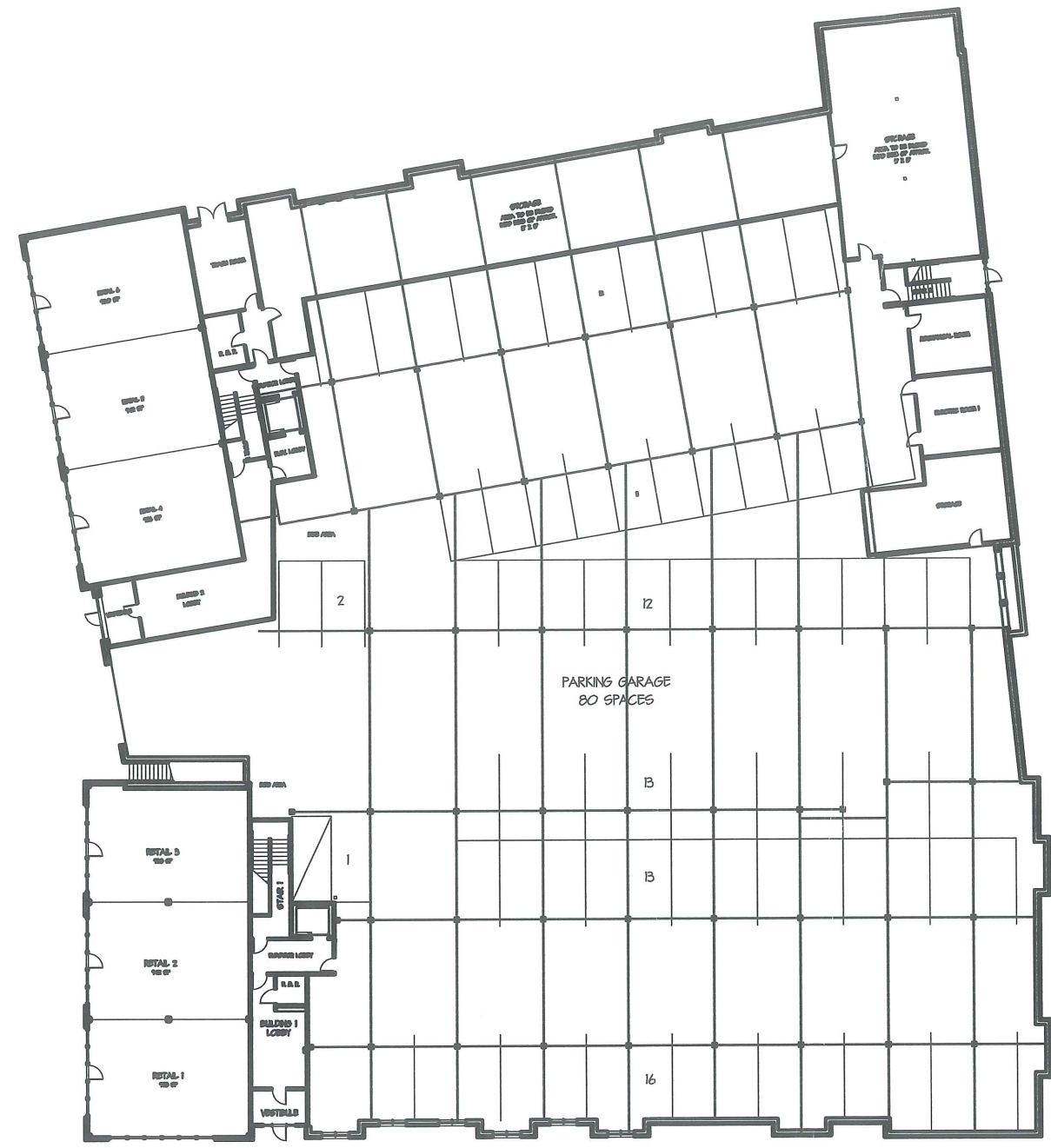
THE VILLAGE AT OCEAN GATE  
MIDDLE, NEWBURY AND HANCOCK STREETS  
PORTLAND, MAINE

THE VILLAGE AT OCEAN GATE, LLC  
GFI PARTNERS, LLC  
BOSTON, MASSACHUSETTS

DAVID M. WHITE, ARCHITECT  
GOFFSTOWN, NEW HAMPSHIRE  
JUNE 26, 2007

SHEET 9





FIRST FLOOR PLAN  
 PHASE I  
 SCALE: 1/16" = 1' 0"  
 GROSS FLOOR AREA: 45,375 SF

DAVID M. WHITE, ARCHITECT  
 403 Tobbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

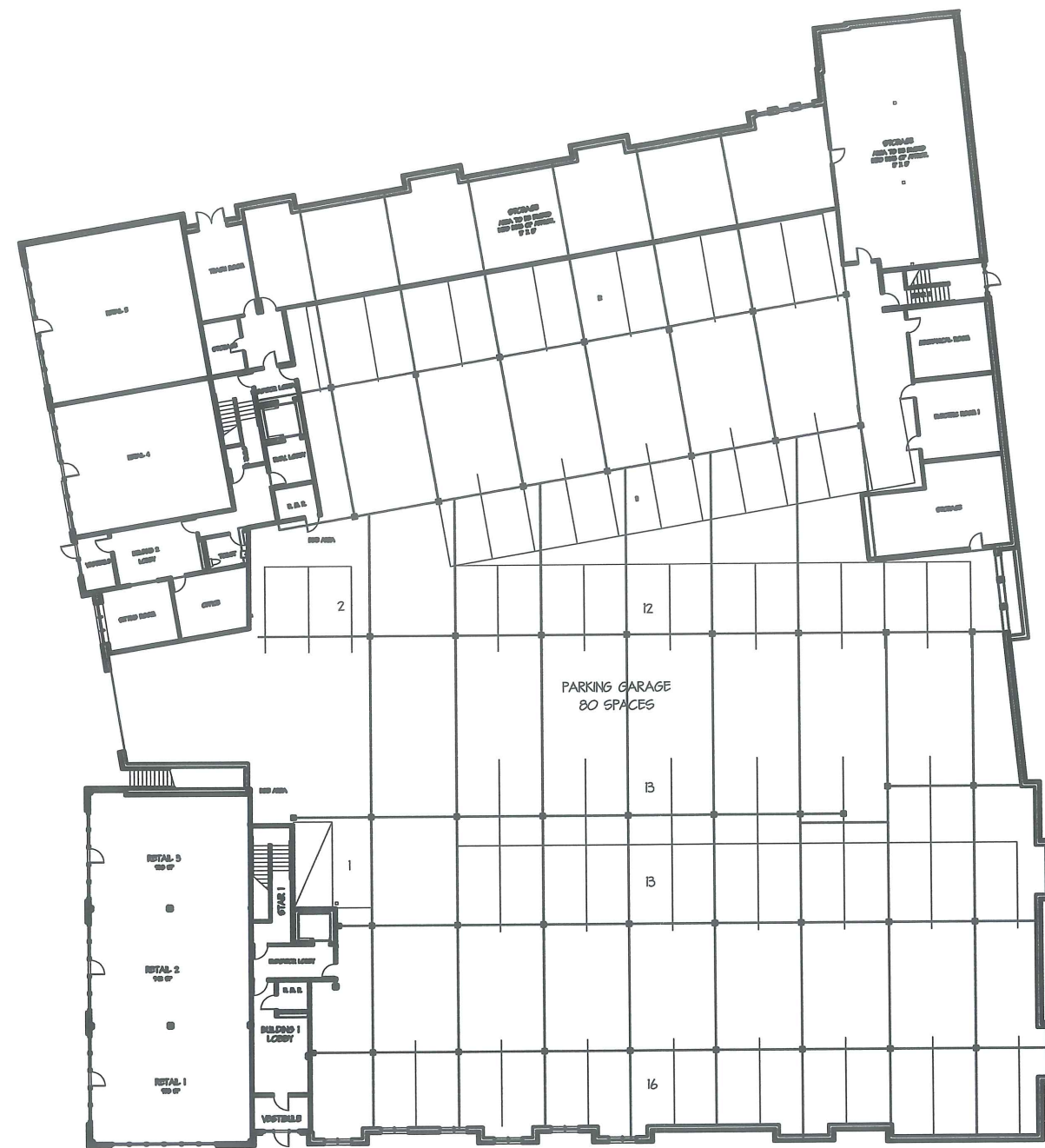
THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA -AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FIRST FLOOR PLAN  
 Phase I Buildings 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.1



FIRST FLOOR PLAN  
PHASE I

SCALE: 1/16" = 1' 0"  
GROSS FLOOR AREA INCLUDING DECKS: 45,375 SF

DAVID M. WHITE, ARCHITECT  
403 Tibbets Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA :AUTOSAVE

THE BAY HOUSE  
Middle Street  
Portland, Maine

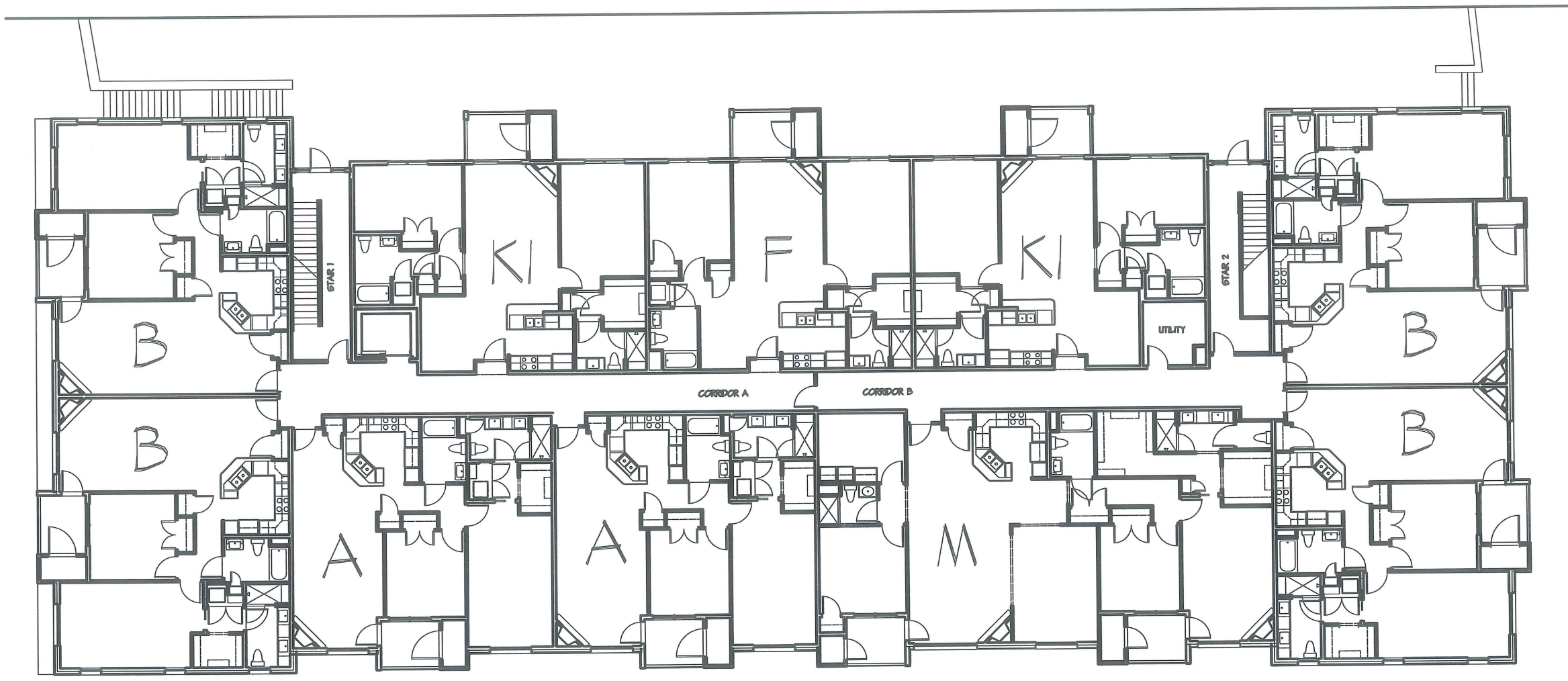
FIRST FLOOR PLAN  
Phase I/Buildings 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.1



11C



2nd FLOOR PLAN  
PHASE I, BUILDING I

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING PATIOS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

SECOND FLOOR PLAN  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.2



2nd FLOOR PLAN  
PHASE 1, BUILDING 2

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING PATIOS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
403 Tibbets Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA .AUTOGAVE

THE BAY HOUSE  
Middle Street  
Portland, Maine

SECOND FLOOR PLAN  
Phase 1/Building 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

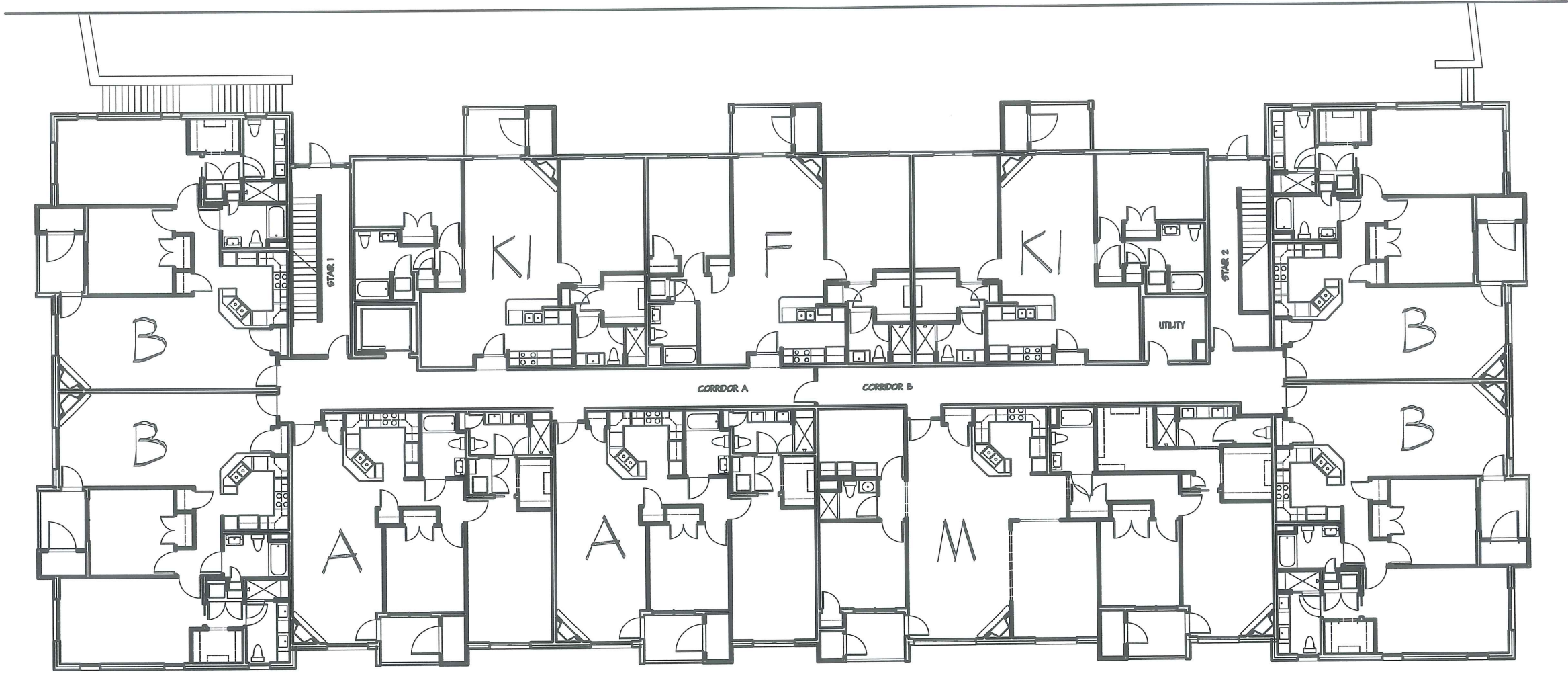
REVISIONS:

DRG. NO.

P.3



ME



3rd FLOOR PLAN  
PHASE I, BUILDING I

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA .AUTOSAVE

THE BAY HOUSE  
Middle Street  
Portland, Maine

THIRD FLOOR PLAN  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.4





3rd FLOOR PLAN  
 PHASE I, BUILDING 2

SCALE: 1/8" = 1' 0"  
 GROSS FLOOR AREA INCLUDING DECKS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
 403 Tabbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

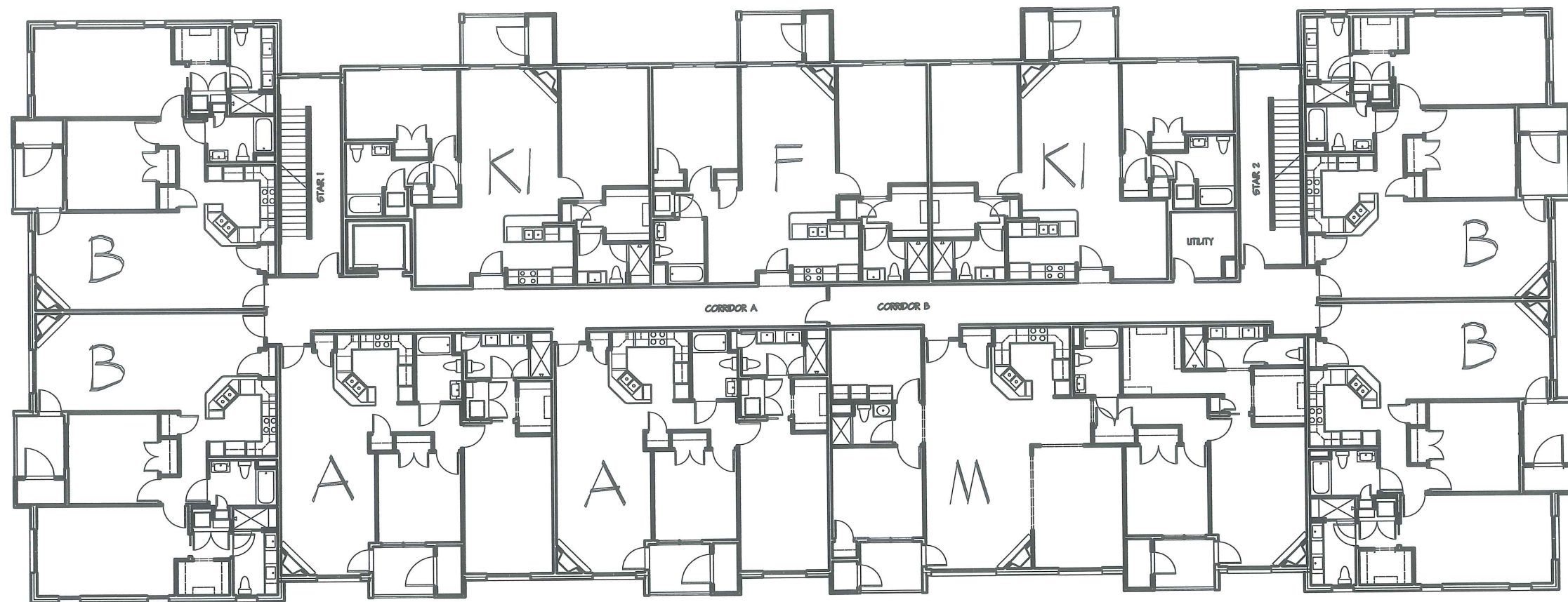
THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA -AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

THIRD FLOOR PLAN  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.5



4th FLOOR PLAN  
 PHASE I, BUILDING I

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 15,774 SF

DAVID M. WHITE, ARCHITECT  
 403 Tibbatts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA :AUTOGATE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

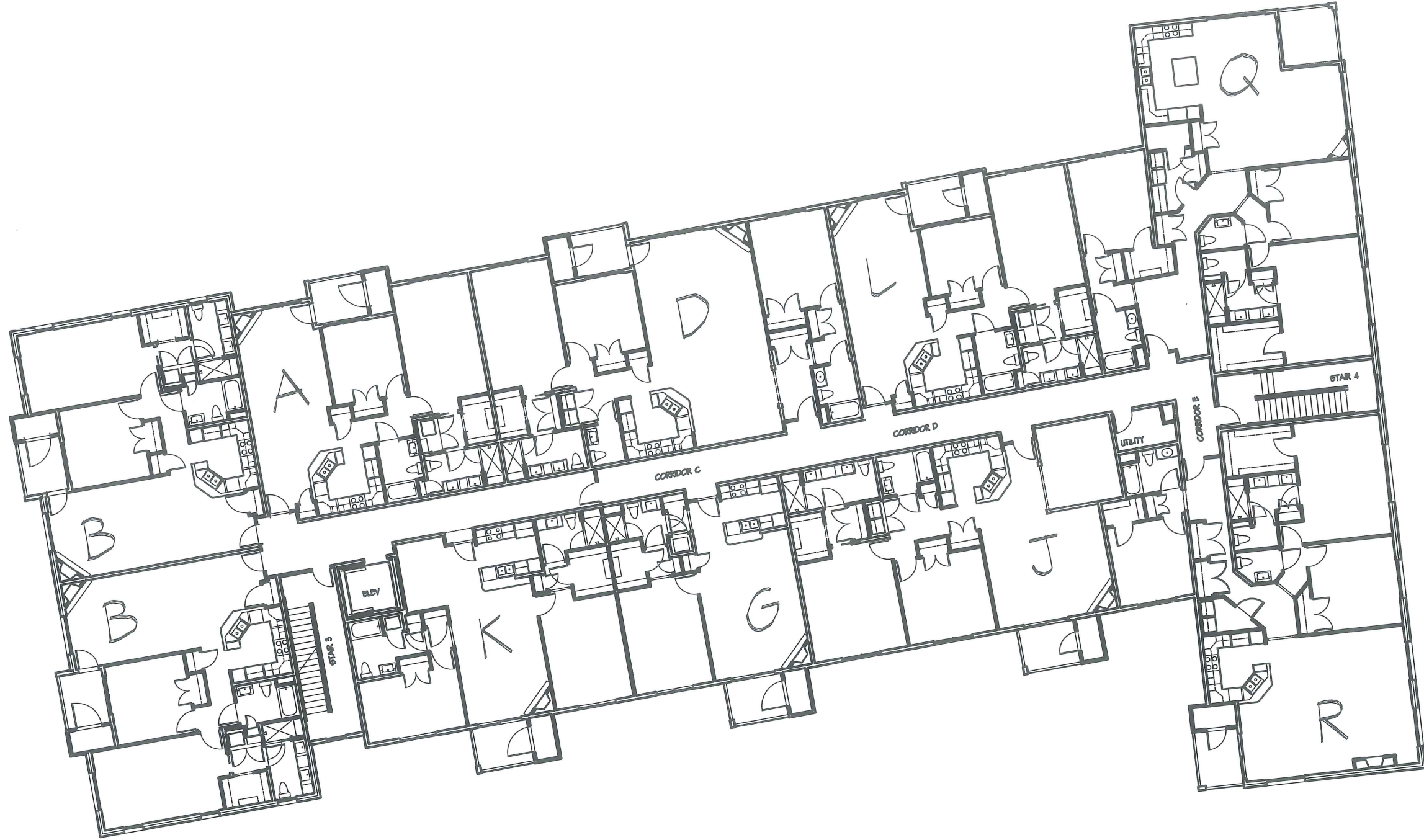
FOURTH FLOOR PLAN  
 Phase I/Building I  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.6



11A



4th FLOOR PLAN  
PHASE 1, BUILDING 2

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 17,023 SF

DAVID M. WHITE, ARCHITECT  
403 Tabbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA :AUTOGAVE

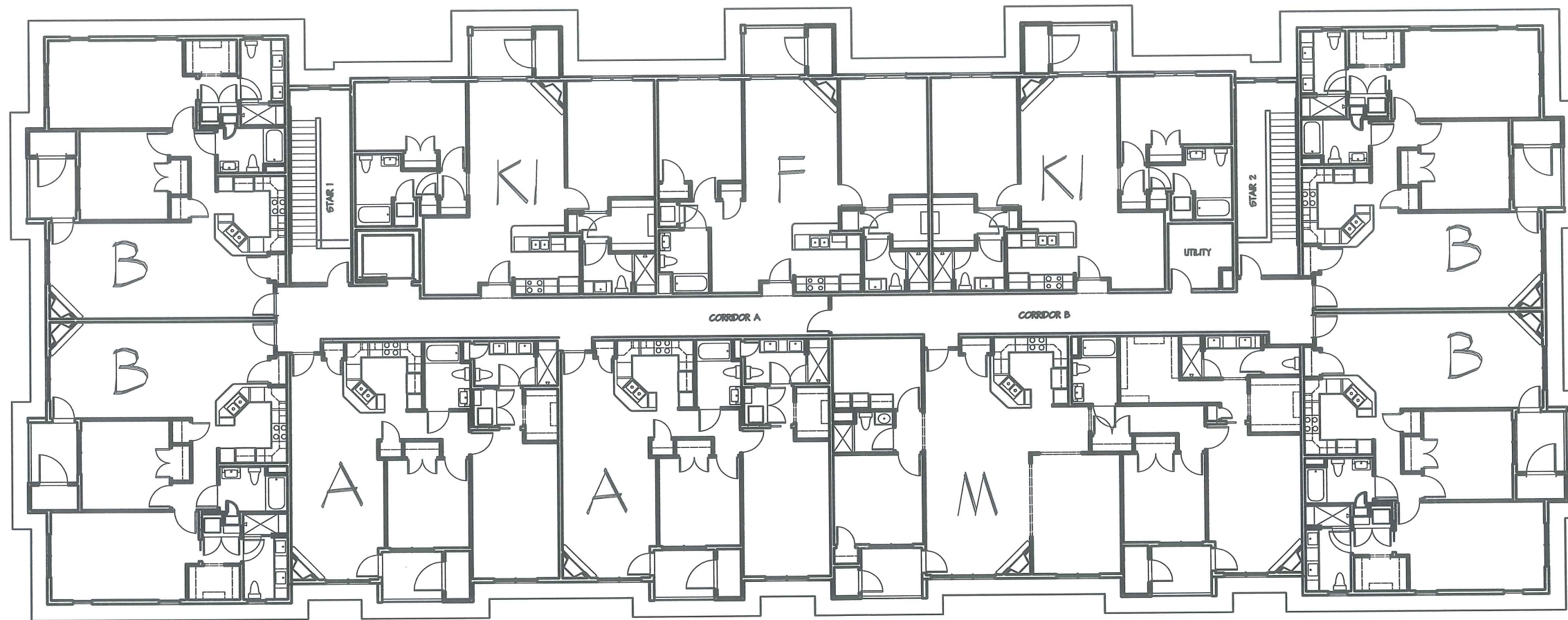
THE BAY HOUSE  
Middle Street  
Portland, Maine

FOURTH FLOOR PLAN  
Phase 1/Building 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.  
P.7

III



5th FLOOR PLAN  
PHASE I/ BUILDING I

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 15,680 SF

DECK AREA: 677 SF

DAVID M. WHITE, ARCHITECT  
403 Tbbetts Hill Road  
P. O. Box 447  
Goffstown, New Hampshire 03045  
(603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investments Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

FIFTH FLOOR PLAN  
Phase I/Building I  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

DRG. NO.

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5th FLOOR PLAN  
 PHASE 1, BUILDING 2

SCALE: 1/8" = 1' 0"

GROSS FLOOR AREA INCLUDING DECKS: 16,808 SF

DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02114  
 .AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

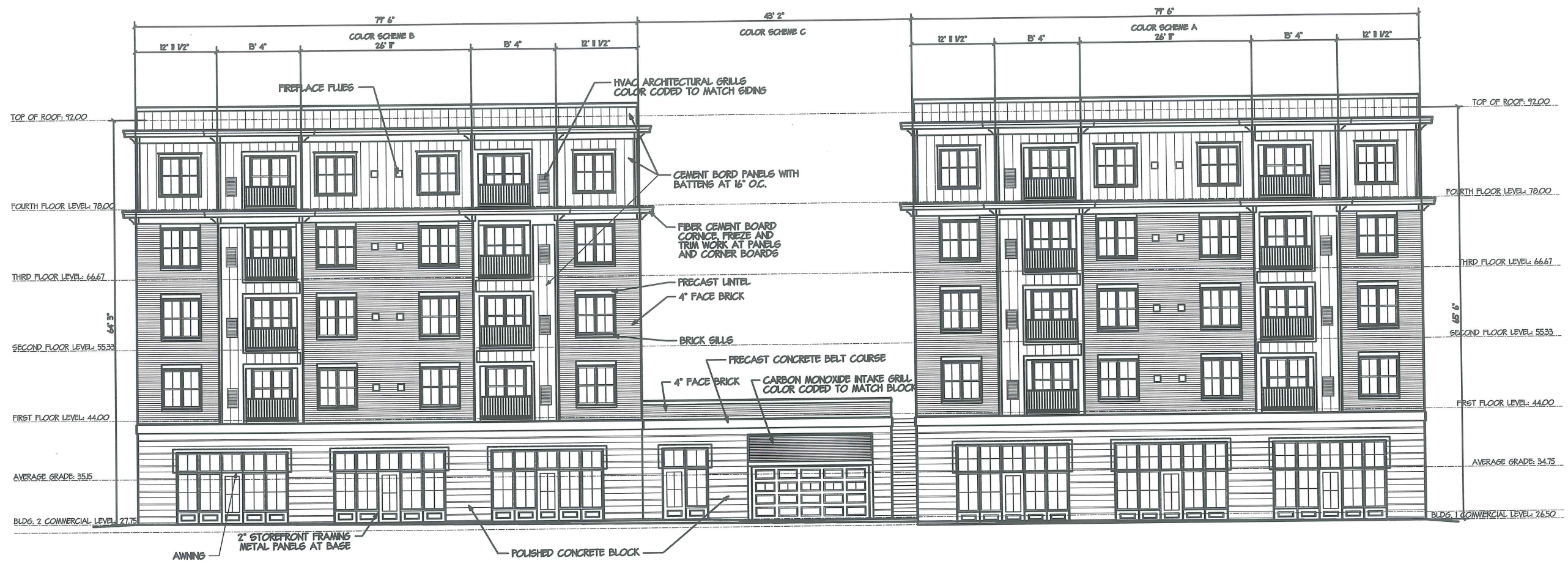
FIFTH FLOOR PLAN  
 Phase 1/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.9

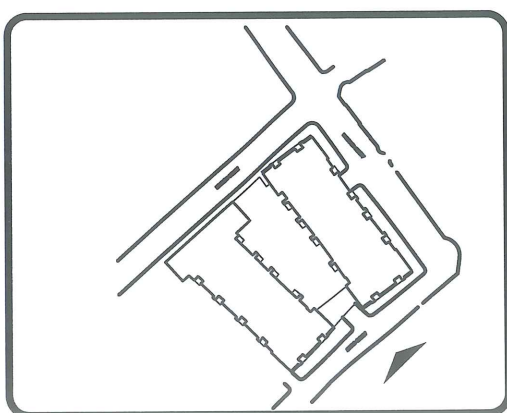


11K



BUILDINGS 1 & 2  
 MIDDLE STREET ELEVATION  
 SCALE: 1/16" = 1' 0"

NOTES:  
 LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
 ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.



DAVID M. WHITE, ARCHITECT  
 403 Tbbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

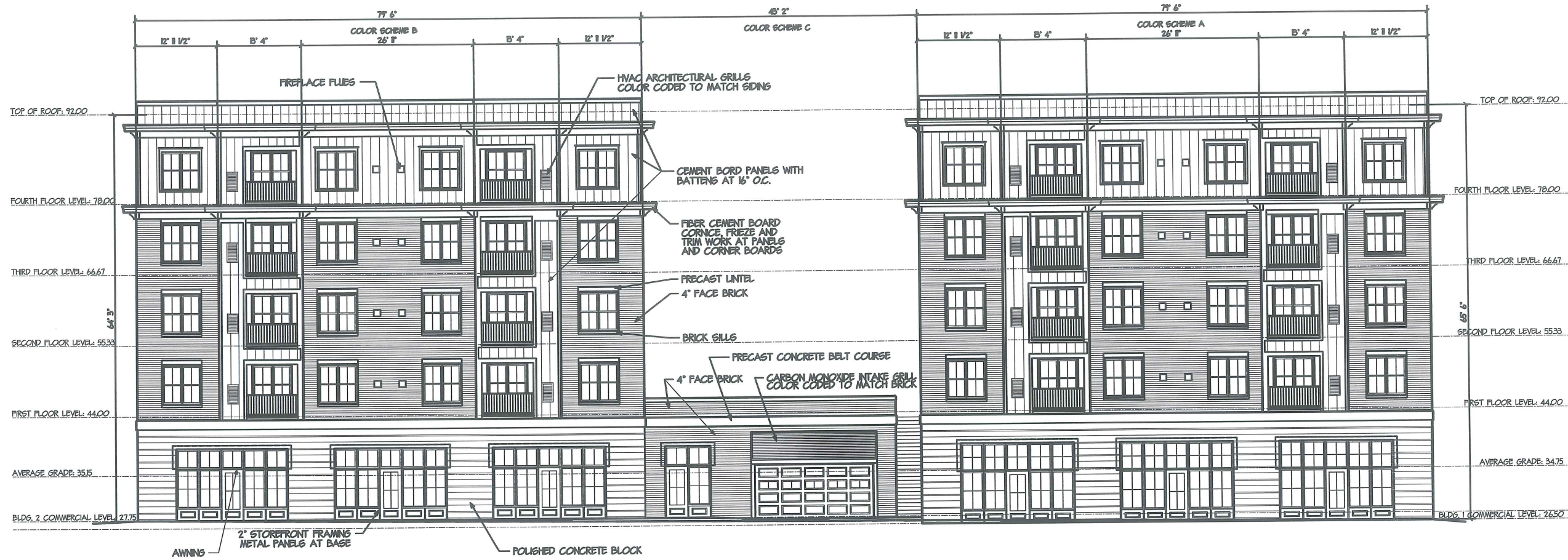
THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SOUTH ELEVATION  
 Phase I/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.10





BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY. ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.

DAVID M. WHITE, ARCHITECT  
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Goffstown, New Hampshire 03045  
(603) 477-3405

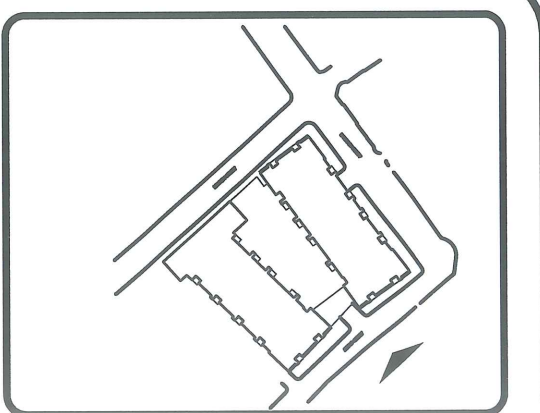
THE VILAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

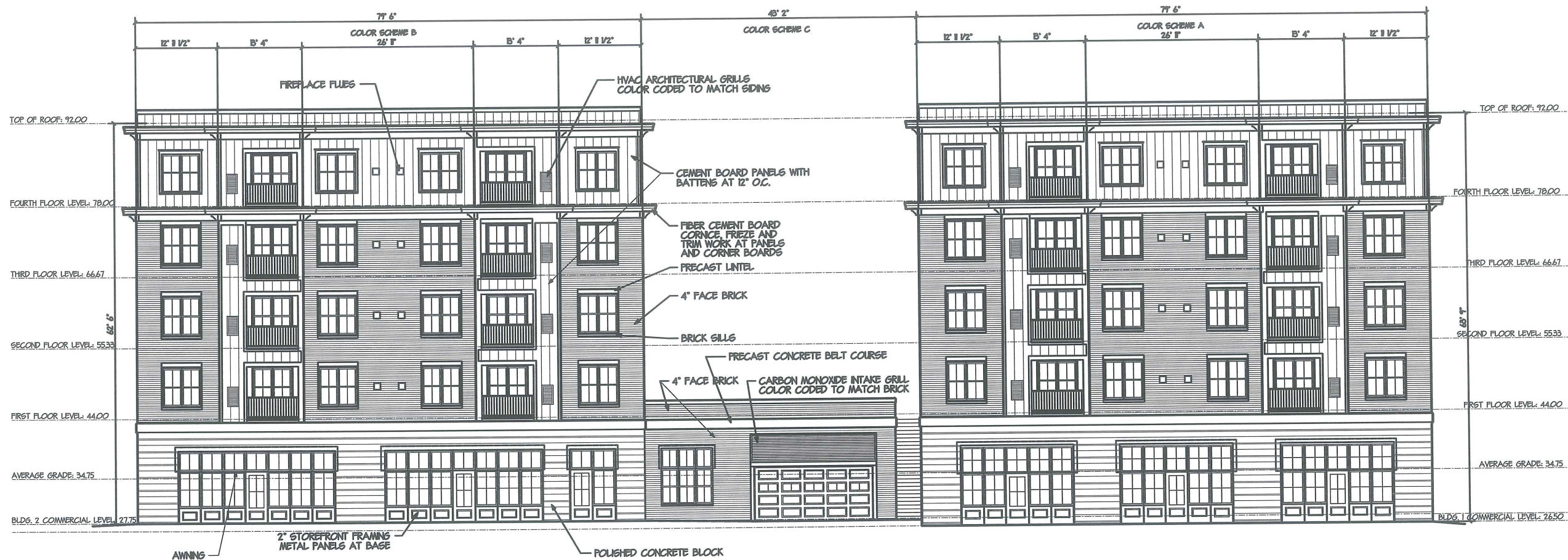
REVISIONS:

DRG. NO.  
P.10





11M



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
ALL EXTERIOR APPURTANCES SUCH AS EXHAUST HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE EITHER FACTORY FINISHED OR FIELD FINISHED TO COORDINATE WITH THE COLOR OF THE FINISH IN WHICH THERE ARE TO BE INSTALLED.

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Goffstown, New Hampshire 03045  
(603) 471-3405

THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

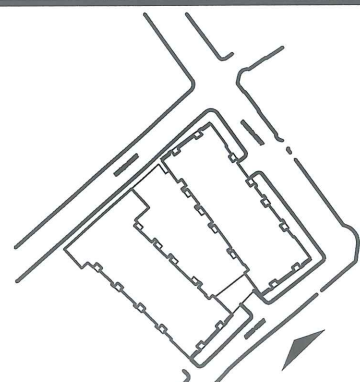
THE BAY HOUSE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 18, 2008

REVISIONS:

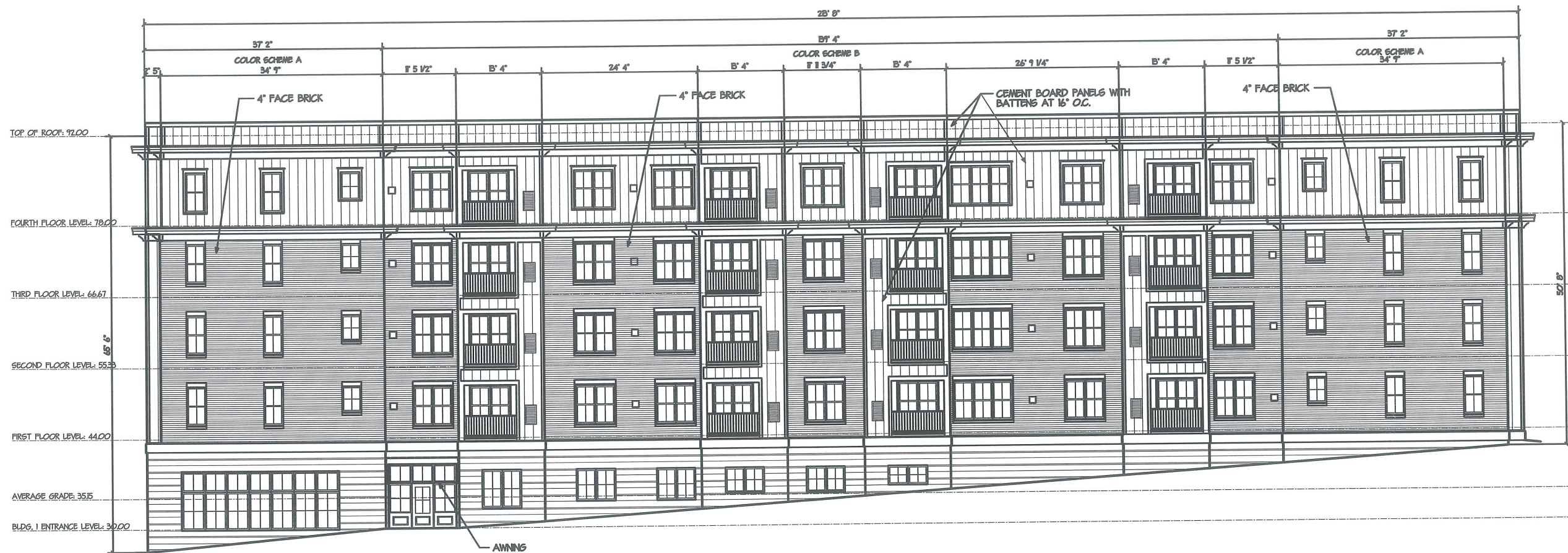
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P.10





11N



BUILDING 1  
HANCOCK STREET ELEVATION

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 (603) 477-3405

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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

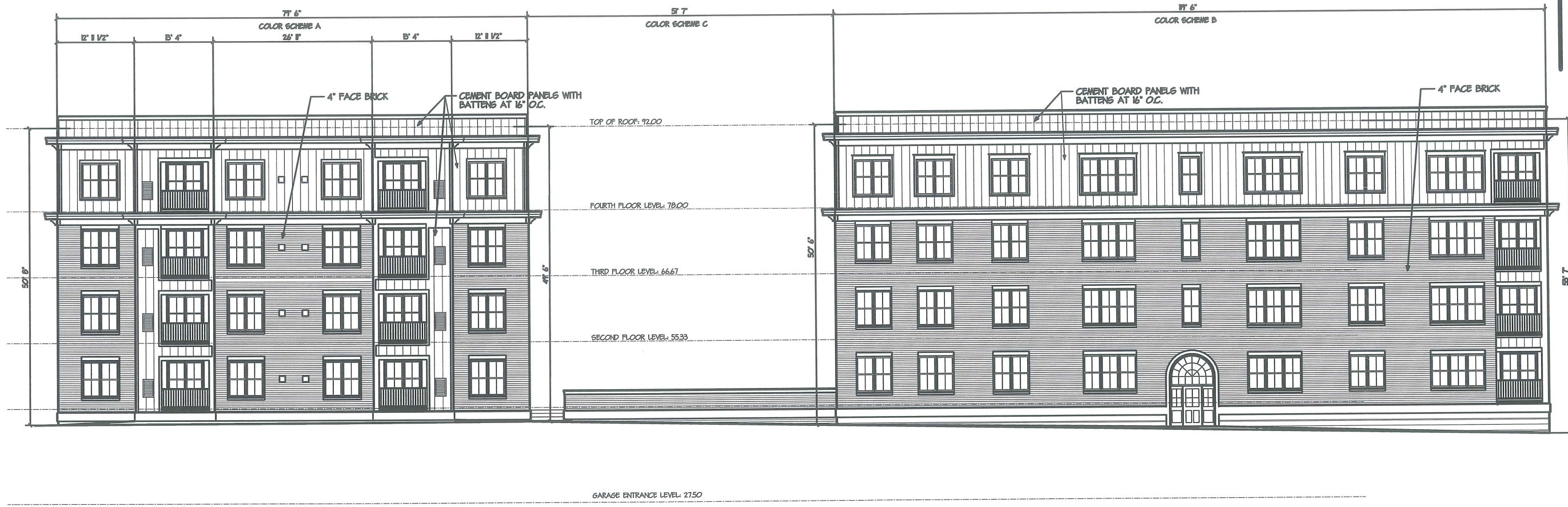
**THE BAY HOUSE**  
 Middle Street  
 Portland, Maine

**EAST ELEVATION**  
 Phase 1/Building 1  
 Scale: 1/8" = 1'-0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
**P.11**





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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

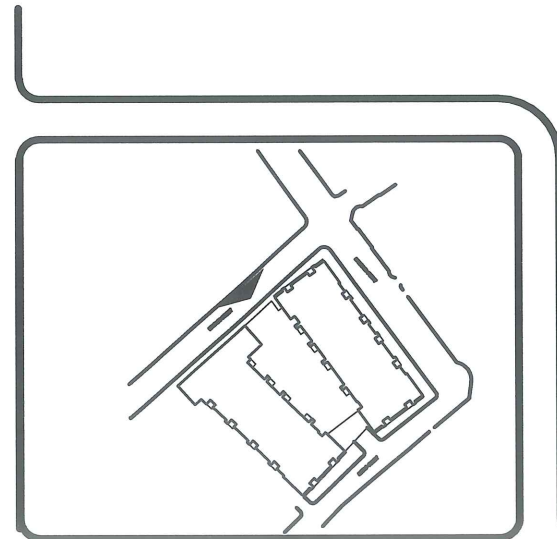
**THE BAY HOUSE**  
 Middle Street  
 Portland, Maine

**NORTH ELEVATION**  
 Phase 1/Building 1 & 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

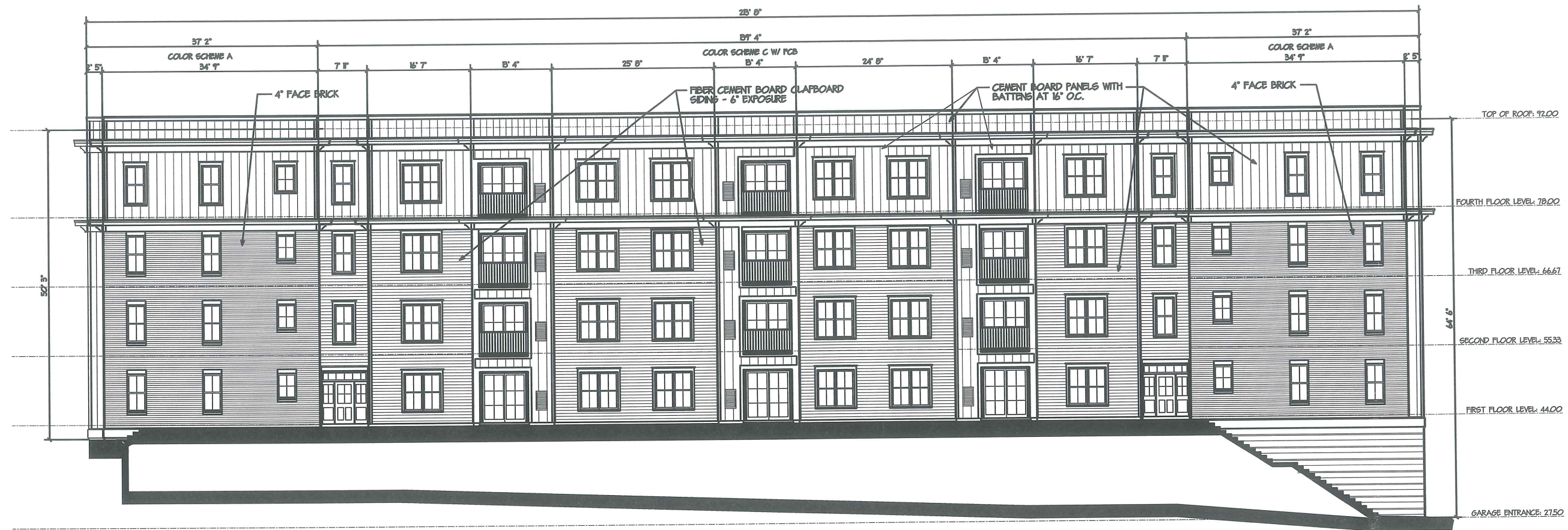
REVISIONS:

DRG. NO.  
**P.12**

**BUILDINGS 1 & 2**  
**NEWBURY STREET ELEVATION**  
 SCALE: 1/16" = 1' 0"







BUILDING 1  
 WEST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"

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 Goffstown, New Hampshire 03045  
 (603) 497-3405

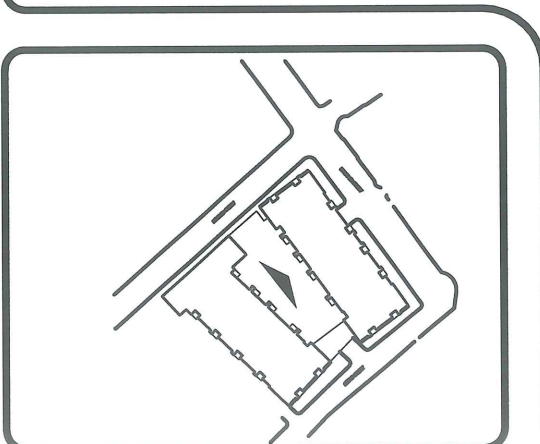
THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

WEST ELEVATION  
 Phase I/Building 1  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

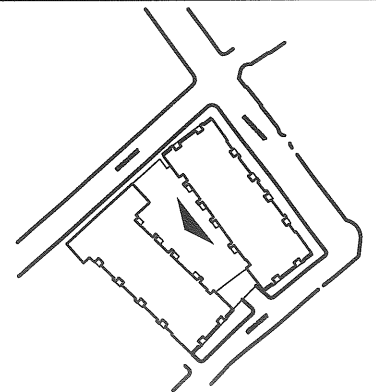
DRG. NO.  
 P.13



110



BUILDING 2  
 EAST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

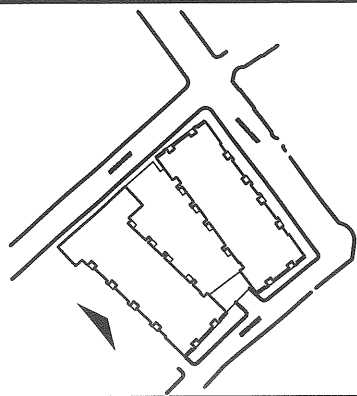
EAST ELEVATION  
 Phase 1/Building 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

DRG. NO.  
 P.14



BUILDING 2  
WEST ELEVATION  
SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

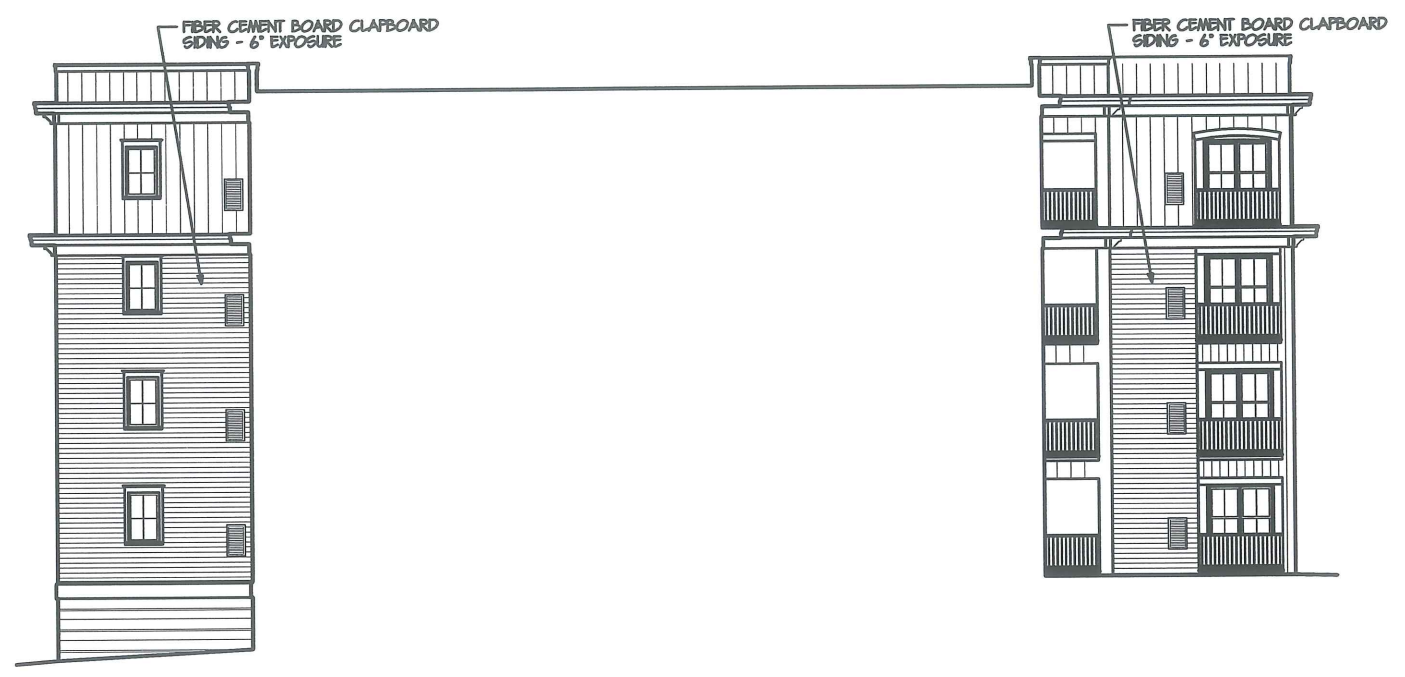
**THE BAY HOUSE**  
 Middle Street  
 Portland, Maine

**WEST ELEVATION**  
 Phase 1/Building 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2008

REVISIONS:

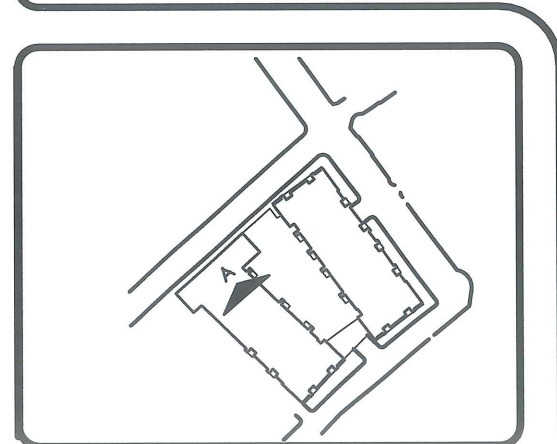
DRG. NO.  
**P.15**





ELEVATION A

BUILDING 2  
ELEVATION A THROUGH BUILDING  
SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

**THE BAY HOUSE**  
 Middle Street  
 Portland, Maine

**ELEVATION A**  
**Phase 1/Building 2**  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 18, 2006

REVISIONS:

DRG. NO.  
**P.16**



AA. 11T





AH. 11U





AH. 11V





AH. HW

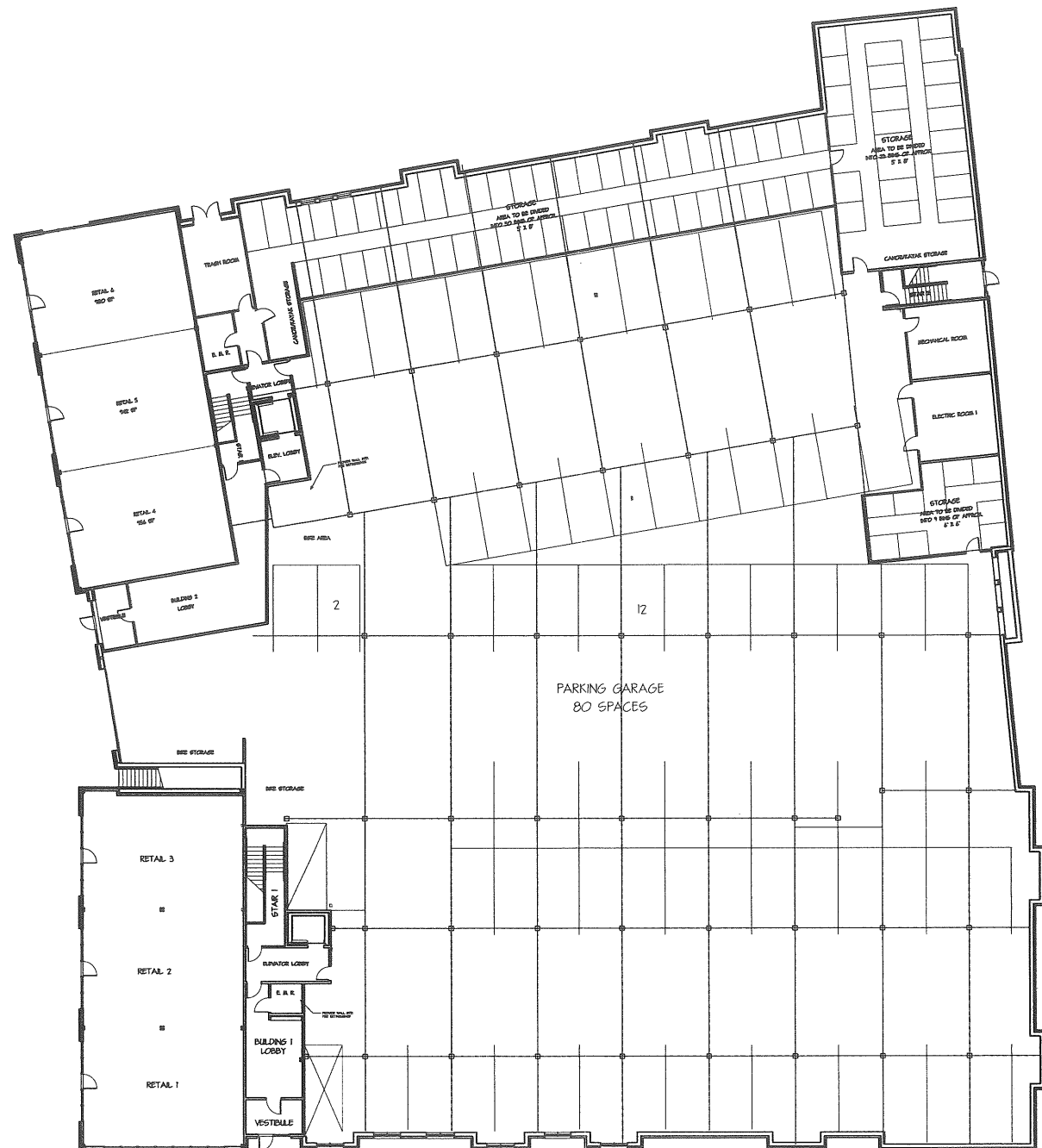




AH. 11X







FIRST FLOOR PLAN  
 PHASE I  
 SCALE: 1/16" = 1' 0"  
 GROSS FLOOR AREA: 45,369 SF

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 (603) 497-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA :AUTOSAVE

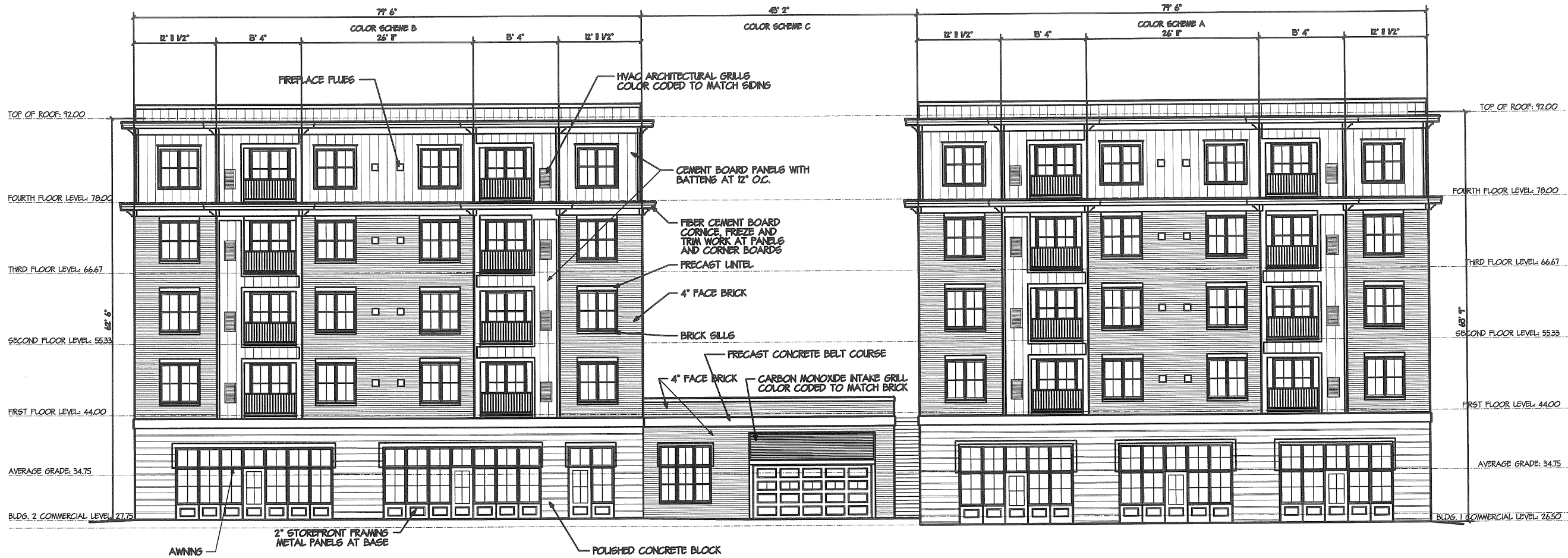
THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FIRST FLOOR PLAN  
 Phase I/Buildings 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 22, 2008

REVISIONS:

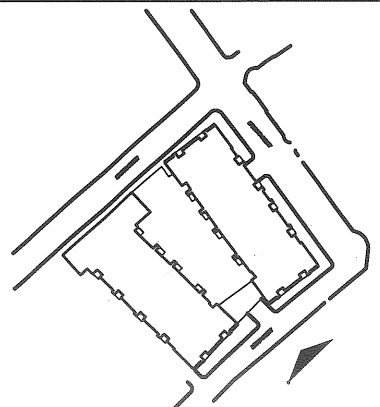
DRG. NO.  
 P.1





BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
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C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

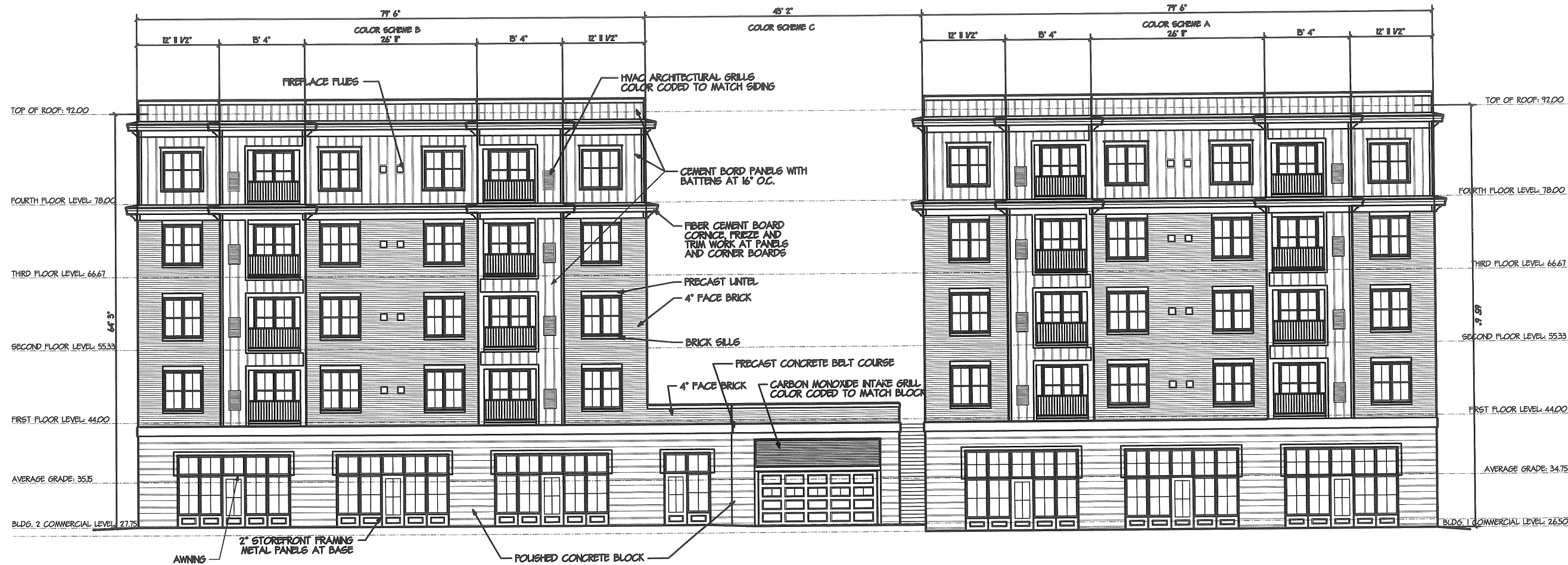
THE BAY HOUSE  
Middle Street  
Portland, Maine

SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 28, 2008

REVISIONS:

DRG. NO.

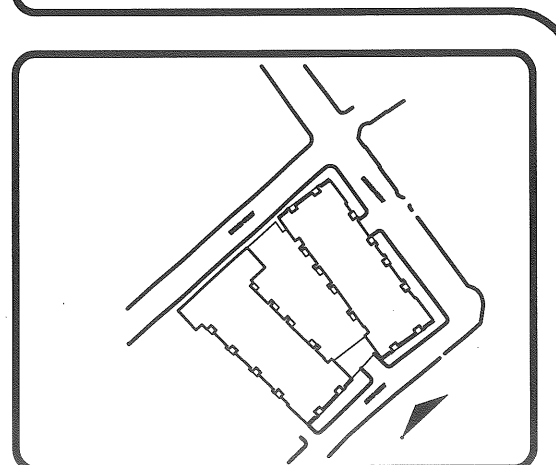
11



BUILDINGS 1 & 2  
 MIDDLE STREET ELEVATION  
 SCALE: 1/16" = 1' 0"

NOTES:  
 LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS  
 TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
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 HOODS, HVAC GRILLES AND FIREPLACE FLUES TO BE  
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 COORDINATE WITH THE COLOR OF THE MATERIAL IN  
 WHICH THEY ARE TO BE INSTALLED.

B



DAVID M. WHITE, ARCHITECT  
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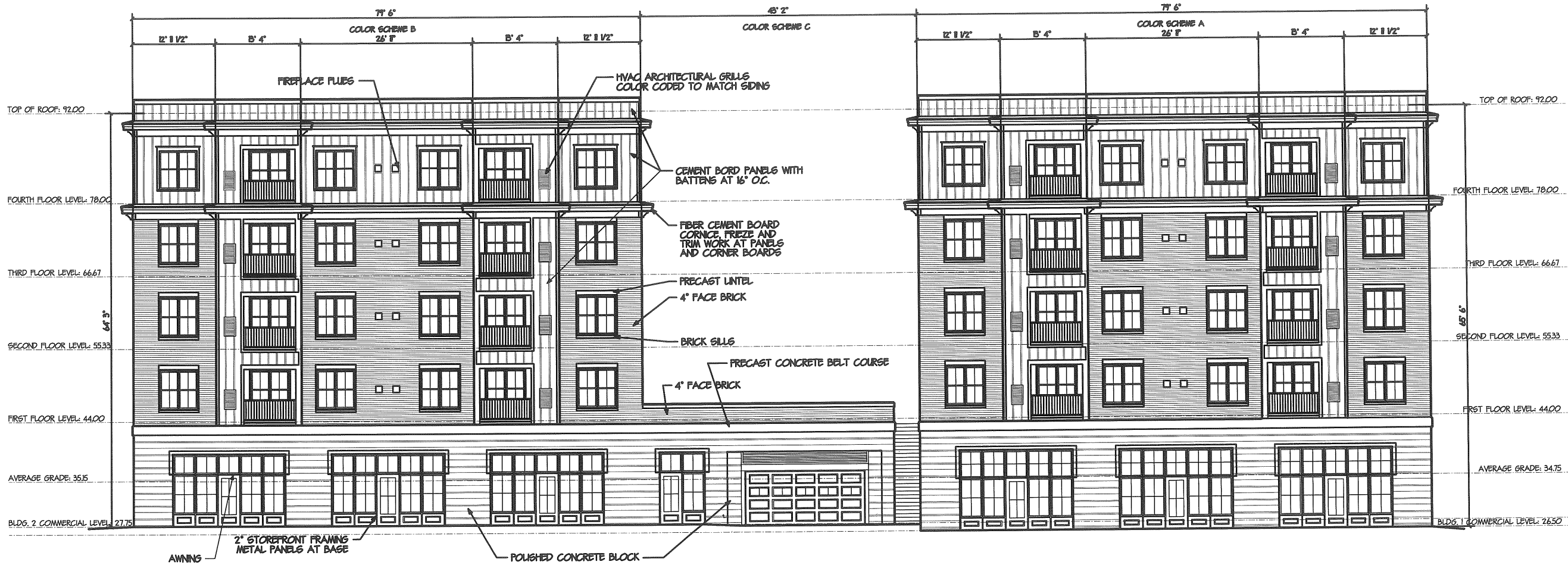
THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

SOUTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: May 20, 2008

REVISIONS:

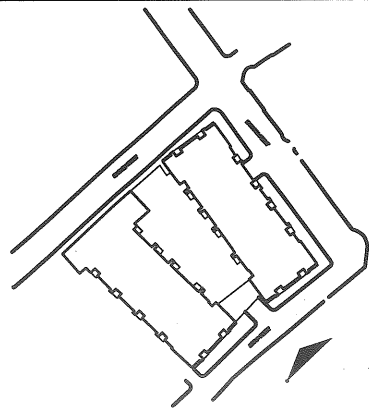
DRG. NO.  
 11



BUILDINGS 1 & 2  
MIDDLE STREET ELEVATION  
SCALE: 1/16" = 1' 0"

NOTES:  
LOCATION OF TOILET AND LAUNDRY EXHAUST VENTS TO BE FIELD COORDINATED TO LINE UP VERTICALLY.  
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C



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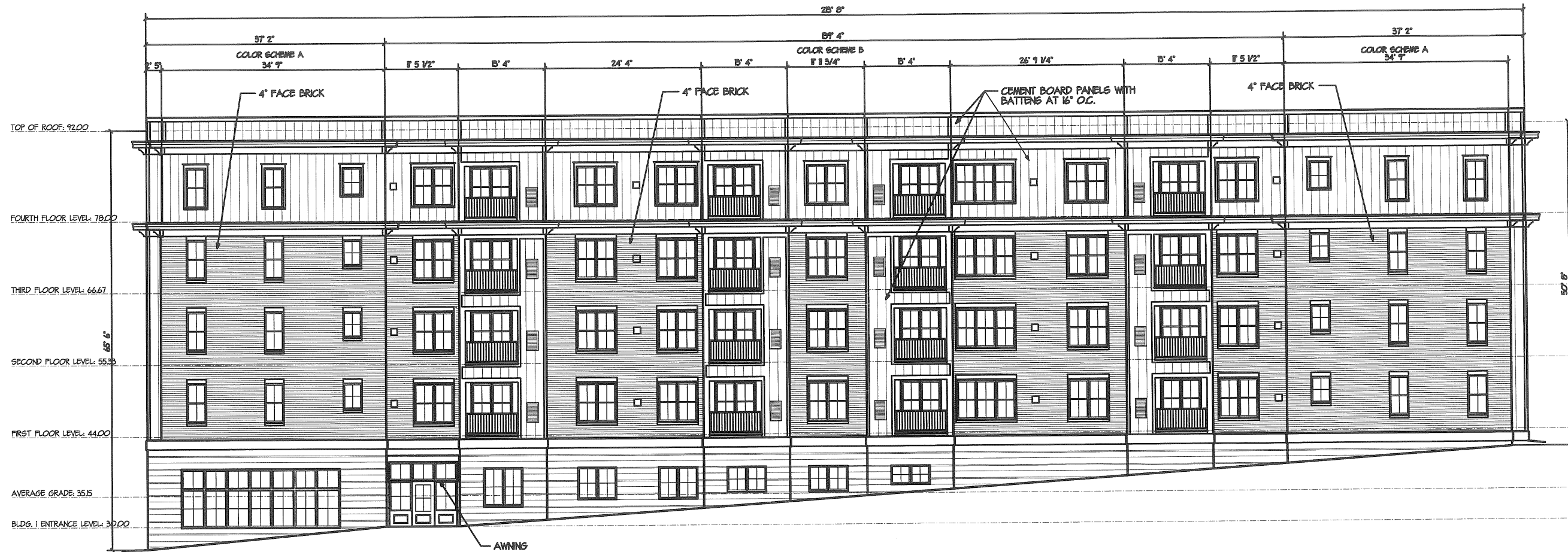
THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

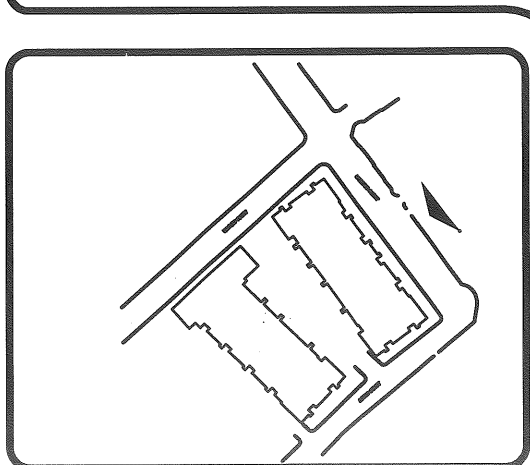
SOUTH ELEVATION  
Phase 1/Building 1 & 2  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: May 20, 2008

REVISIONS:

DRG. NO.  
11



BUILDING 1  
HANCOCK STREET ELEVATION



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35 Fay Street Suite 5-2  
Boston, MA 02108

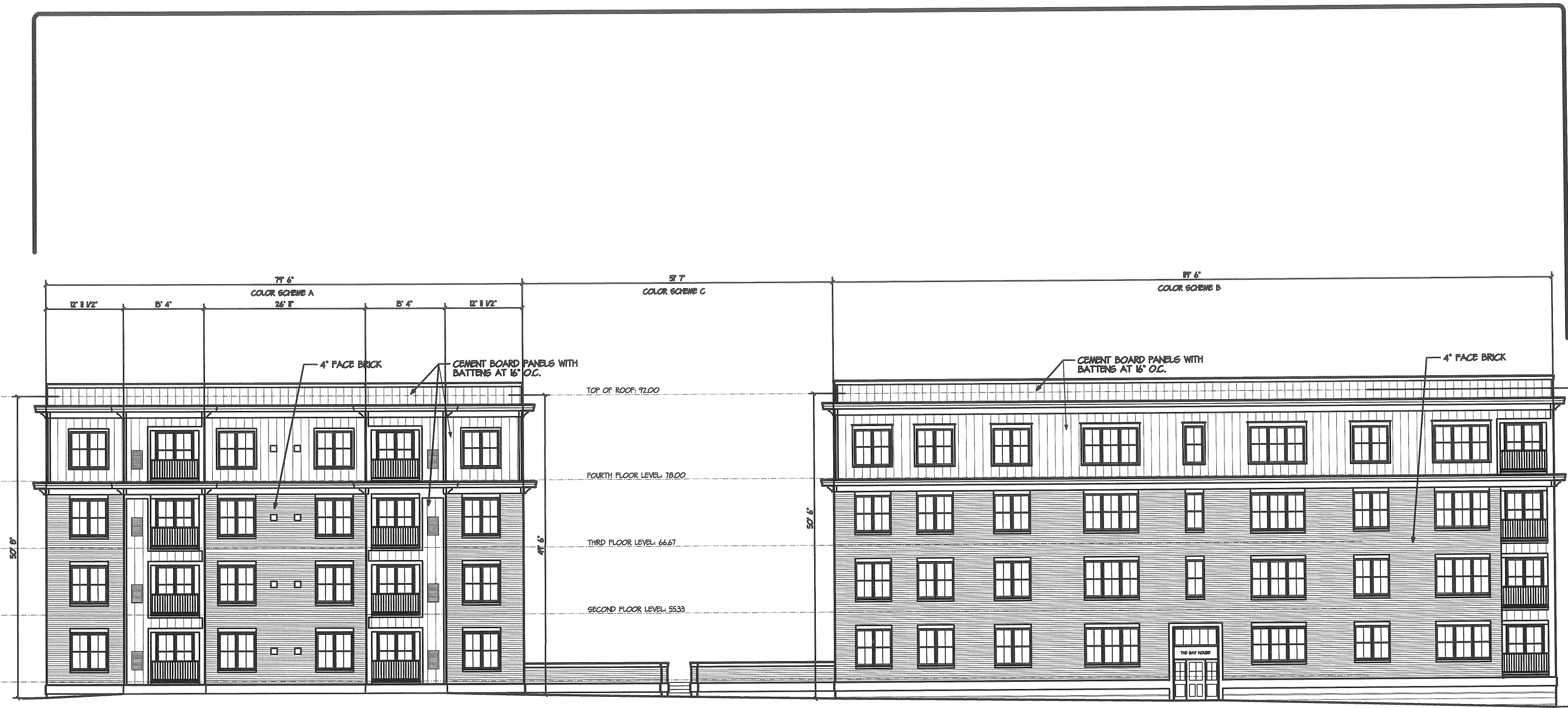
THE BAY HOUSE  
Middle Street  
Portland, Maine

EAST ELEVATION  
Phase I/Building 1  
Scale: 1/8" = 1' 0"  
Commission No: 06-008  
Date: April 28, 2008

REVISIONS:

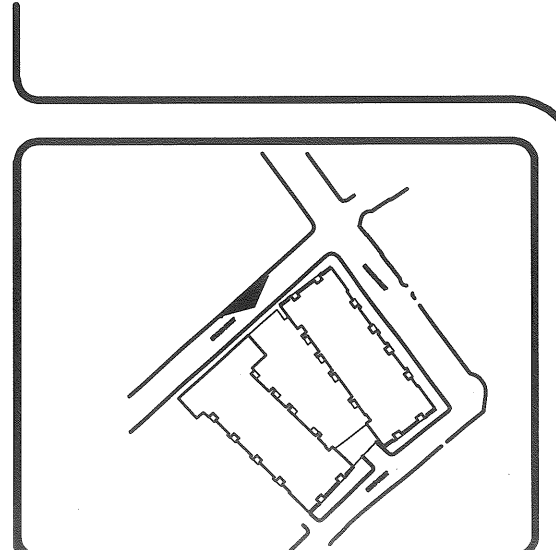
DRG. NO.  
E.2





GARAGE ENTRANCE LEVEL: 2750

BUILDINGS 1 & 2  
 NEWBURY STREET ELEVATION  
 SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

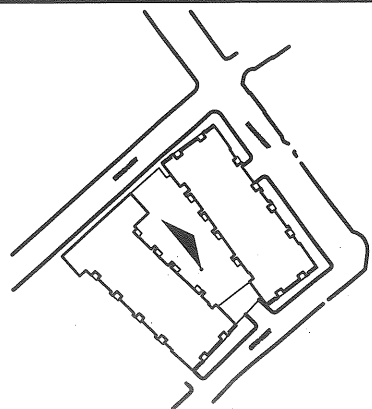
NORTH ELEVATION  
 Phase 1/Building 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 28, 2008

REVISIONS:

DRG. NO.  
 E.3



BUILDING 1  
 WEST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

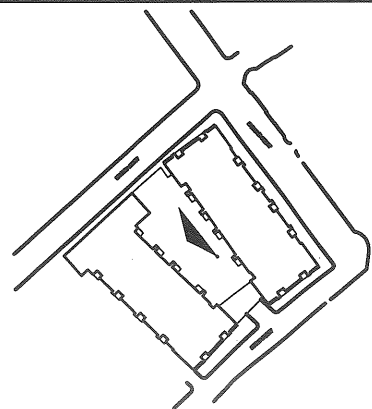
WEST ELEVATION  
 Phase 1/Building 1  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 28, 2008

REVISIONS:

DRG. NO.  
 E.4



BUILDING 2  
 EAST COURTYARD ELEVATION  
 SCALE: 1/16" = 1' 0"



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 C/O Atlas Investment Group  
 35 Fay Street Suite 5-2  
 Boston, MA 02108

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

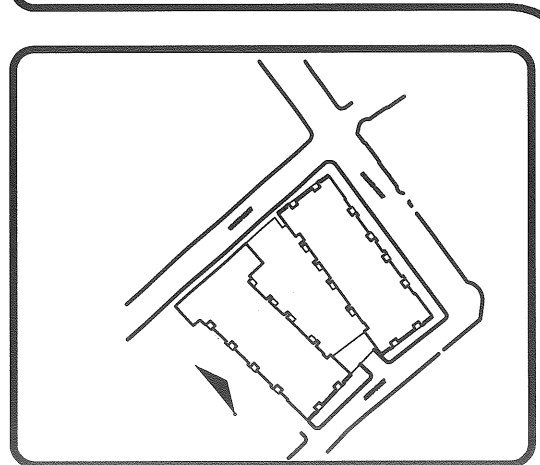
EAST ELEVATION  
 Phase I/Building 2  
 Scale: 1/8" = 1' 0"  
 Commission No: 06-008  
 Date: April 28, 2008

REVISIONS:

DRG. NO.  
 E.5



BUILDING 2  
WEST ELEVATION  
SCALE: 1/16" = 1' 0"



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(603) 497-3405

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C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

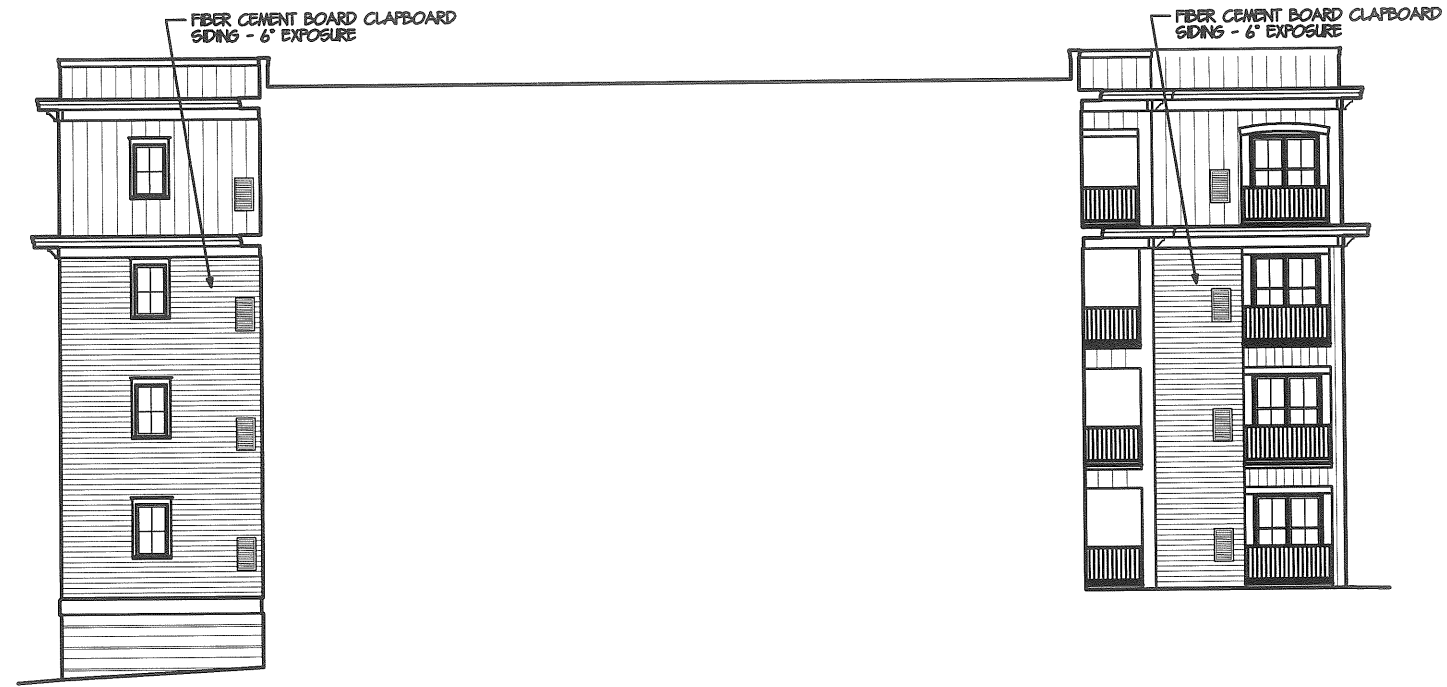
THE BAY HOUSE  
Middle Street  
Portland, Maine

WEST ELEVATION  
Phase 1/Building 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: Apr. 28, 2008

REVISIONS:

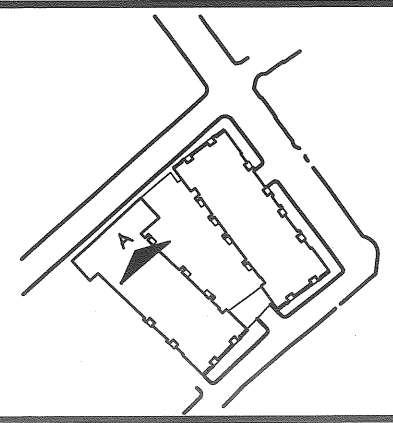
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E.6





ELEVATION A

BUILDING 2  
ELEVATION A THROUGH BUILDING  
SCALE: 1/16" = 1' 0"



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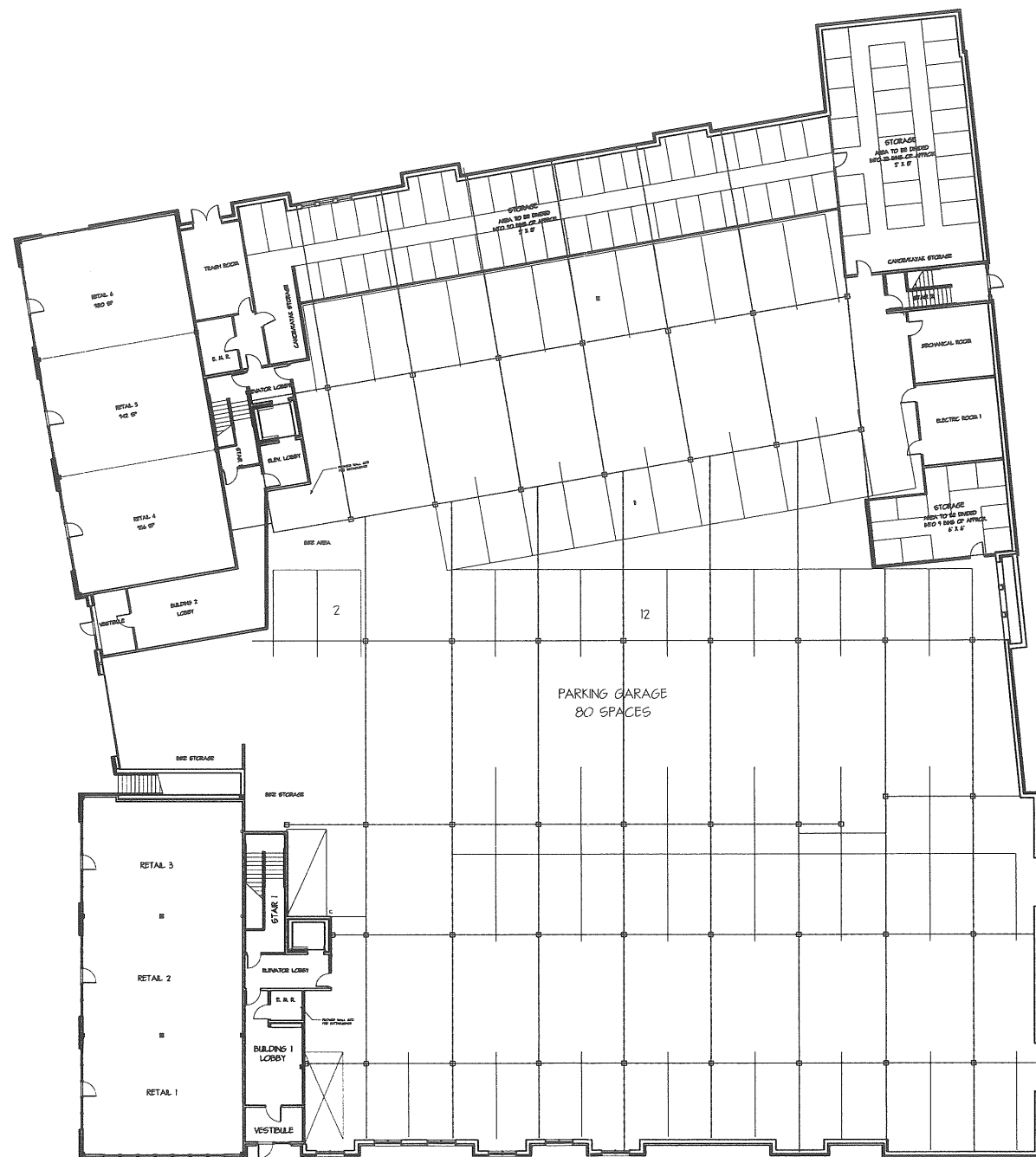
THE VILLAGE AT OCEAN GATE, LLC  
C/O Atlas Investment Group  
35 Fay Street Suite 5-2  
Boston, MA 02108

THE BAY HOUSE  
Middle Street  
Portland, Maine

ELEVATION A  
Phase 1/Building 2  
Scale: 1/16" = 1' 0"  
Commission No: 06-008  
Date: April 28, 2008

REVISIONS:

DRG. NO.  
E.7



FIRST FLOOR PLAN  
 PHASE I  
 SCALE: 1/16" = 1' 0"  
 GROSS FLOOR AREA: 45,369 SF

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 403 Tibbetts Hill Road  
 P. O. Box 447  
 Goffstown, New Hampshire 03045  
 (603) 477-3405

THE VILLAGE AT OCEAN GATE, LLC  
 C/O Atlas Investments Group  
 35 Fay Street Suite 5-2  
 Boston, MA .AUTOSAVE

THE BAY HOUSE  
 Middle Street  
 Portland, Maine

FIRST FLOOR PLAN  
 Phase I/Buildings 1 & 2  
 Scale: 1/16" = 1' 0"  
 Commission No: 06-008  
 Date: April 22, 2008

REVISIONS:

DRG. NO.  
 P.1