

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

2004-0023

Application I. D. Number

**English Nancy**  
Applicant  
**40 Park Ave, Portland, ME 04101**  
Applicant's Mailing Address

*3 spaces for Botta Regal.*

2/20/2004

Application Date  
*3-15-04*  
**42 Park Ave.**

*#44*  
*Bill Scott*  
*3-15-04*

Consultant/Agent  
**Agent Ph:**  
Applicant or Agent Daytime Telephone, Fax

*OK*

*ex. S.F.* **40 - 40 Park Ave, Portland, Maine**  
Address of Proposed Site  
**036 D004001**  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) **carriage house to single fam.**

Proposed Building square Feet or # of Units **5000 sq. Ft.** Acreage of Site \_\_\_\_\_ Zoning \_\_\_\_\_

**Check Review Required:**

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

Fees Paid: Site Pla **\$250.00** Subdivision \_\_\_\_\_ Engineer Review **\$50.00** Date **2/20/2004**

**DRC Approval Status:**

- Approved
- Approved w/Conditions See Attached
- Denied

Reviewer *[Signature]*

Approval Date **3-15-04** Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached  
 Condition Compliance *[Signature]* **3-15-04**  
signature date

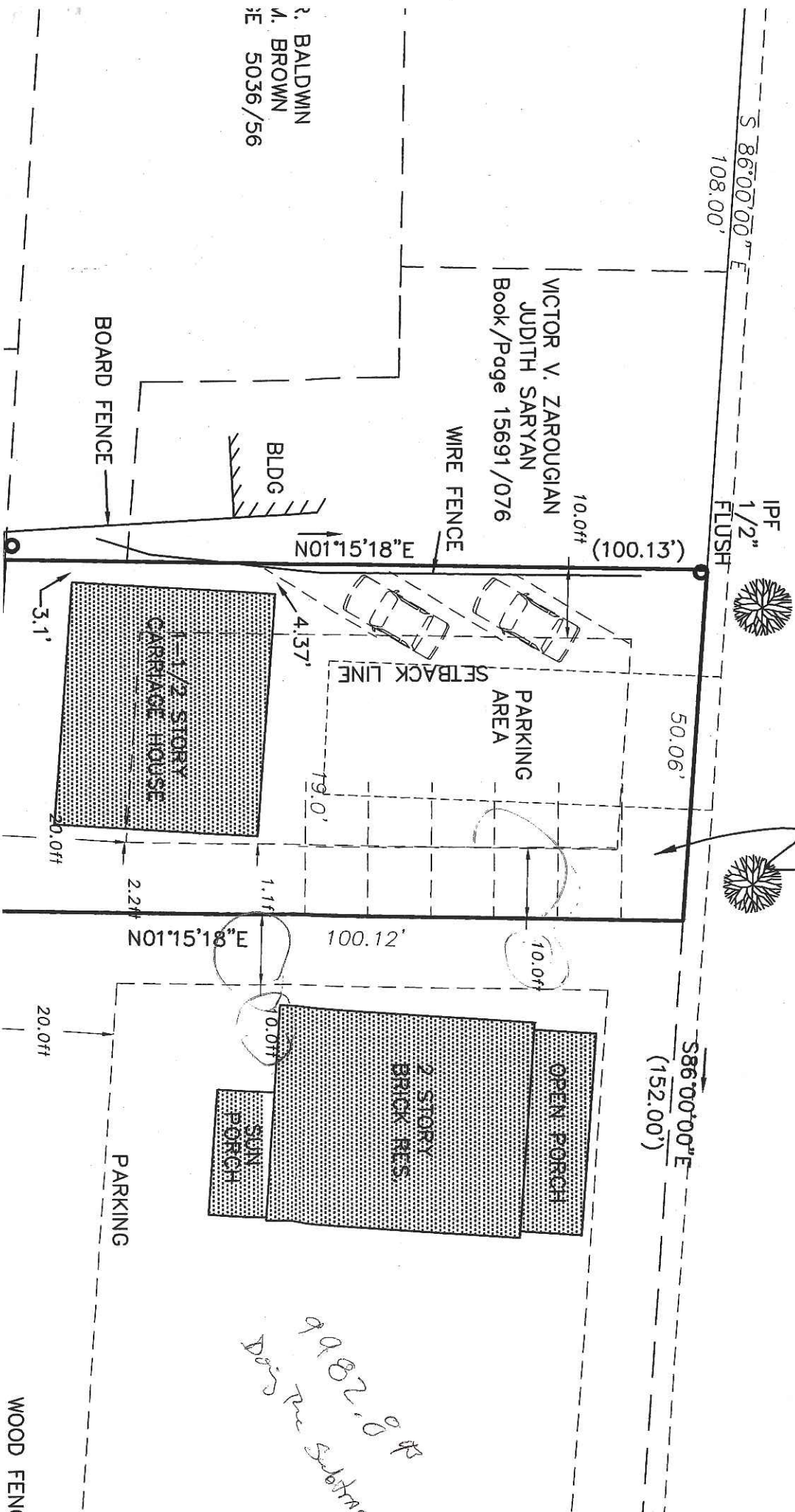
Performance Guarantee  Required\*  Not Required

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

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

PROPOSED NEW LOT  
 5017.2 SQ. FT.  
 0.12 ACRES

PAL



R. BALDWIN  
 M. BROWN  
 RE 5036/56

VICTOR V. ZAROUGIAN  
 JUDITH SARYAN  
 Book/Page 15691/076

WOOD FENCE

2/7/05

HI JAY,

I'VE ALTERED THE MASONRY WALL  
PLACEMENT AS NOTED ON THE DRAWING,  
ALLOWING FOR 2 ANGLED PARKING SPOTS  
INSIDE THE 10' SETBACK. NOTHING ELSE  
ON THE DRAWING HAS CHANGED. PLEASE  
LET ME KNOW IF THIS IS ACCEPTABLE.

THANKS VERY MUCH,

DAVID SIEGMUND



**Warranty Deed  
(Maine Statutory Short Form)**

**KNOW ALL BY THESE PRESENTS**, that **Nancy English**, of Portland, County of Cumberland, State of Maine, being unmarried, for consideration paid, **GRANTS** to **David Siegfried**, of Boston, County of Middlesex, Commonwealth of Massachusetts, whose mailing address is 15 Cotton Street, Boston, Massachusetts 02131, with **Warranty Covenants**, a certain lot or parcel of land in Portland, State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with any buildings thereon, situated in the City of Portland, County of Cumberland, State of Maine, being bounded and described as follows:

MAINE REAL ESTATE TAX PAID

Beginning at a point on the southerly sideline of Park Avenue at a point that is one-hundred eight feet (108.0') east from the intersection of the easterly sideline of State Street with the southerly sideline of Park Avenue; thence turning and running South 86°00' 00" East fifty and six-one-hundredths feet (50.06') along the southerly sideline of Park Avenue to a point on the southerly sideline of Park Avenue; thence turning and running South 1° 15' 18" West one hundred and twelve-one-hundredths feet (100.12'), more or less, to a point on a line indicated by a concrete and stone wall with a chain link fence on top; thence turning and running North 86° 00' 24" West fifty and six-one-hundredths feet (50.06'), more or less, to a point; thence turning and running North 1° 15' 18" East one hundred and thirteen-on-hundredths (100.13') to the point of beginning.

The above-described parcel contains 5017.2 square feet, more or less.

**PROVIDED, NEVERTHELESS**, that this conveyance is made **SUBJECT TO TWO EASEMENTS** which Grantor **RESERVES** to herself, her personal representatives, heirs and assigns (hereinafter "Grantor"), over and upon the demised property, which easements are appurtenant to the adjacent land retained by Grantor (hereinafter sometimes referred to as "40 Park Avenue") as follows:

1. An easement to enter upon the property demised above (hereinafter sometimes referred to as "44 Park Avenue") for ingress and egress through the existing curb cut at 44 Park Avenue, by foot and by vehicle, and to cross and recross the demised property as necessary to gain access to two parking spaces, and to park passenger vehicles upon the two parking spaces, each of which shall be not less than 9.0 feet in width by 19.0 feet in length. The two parking spaces shall be for the exclusive use of Grantor and those authorized to park there by Grantor, and shall be in such location(s) on 44 Park Avenue as Grantee shall designate; provided, however, that the parking spaces shall be located so that Grantor will be able to drive into and back out of each space at all times without obstruction and without having to perform unusual maneuvers. Grantee shall keep the accessway(s) and parking spaces free of obstructions, but Grantor shall be responsible for



her own snow removal. This easement shall terminate as soon as Grantee causes a driveway to be completed at 40 Park Avenue as provided in an agreement between the parties of even or near even date herewith.

2. Commencing as soon as Grantee causes a driveway to be completed at 40 Park Avenue as provided in an agreement between the parties of even or near even date herewith and continuing in perpetuity, Grantor shall have an easement, to be used in common with Grantee, his personal representatives, heirs and assigns, to enter from the driveway at 40 Park Avenue onto a rectangular "passenger vehicle turn-around pad," from time to time, by foot and by vehicle, for purposes of turning around a passenger vehicle. The passenger vehicle turn-around pad shall be located upon the northeasterly corner of 44 Park Avenue, extending along Park Avenue twenty (20) feet westerly from the northeasterly corner of 44 Park Avenue and extending along the westerly sideline of the land of Grantor at 40 Park Avenue fifteen (15) feet southerly from the northeasterly corner of 44 Park Avenue. Grantee shall at all times maintain this turn-around pad in a paved condition and free of obstructions, and Grantee shall be responsible for snow removal. Neither Grantor nor Grantee shall park vehicles upon the turn-around pad. If, once the driveway is completed at 40 Park Avenue as aforesaid, Grantor expands the parking area located on 40 Park Avenue by more than 100 square feet, this easement to use the passenger vehicle turn-around pad shall terminate.

**AND FURTHER PROVIDED**, that this conveyance is made with the **BENEFIT OF AN EASEMENT** which Grantor hereby grants to Grantee, his personal representatives, heirs and assigns, over the portion of the land retained by Grantor which was conveyed to her by deed recorded in Cumberland County Registry of Deeds in Book 15192, Page 279 (referred to as 40 Park Avenue) as follows:

Commencing as soon as Grantee causes a driveway to be completed at 40 Park Avenue as provided in an agreement between the parties of even or near even date herewith and continuing in perpetuity, for purposes of vehicular ingress and egress to and from 44 Park Avenue, Grantee shall have an easement, to be used in common with Grantor, her personal representatives, heirs and assigns, to cross the most northerly fifteen (15) feet of the driveway located upon 40 Park Avenue to get access to or from the rectangular "passenger vehicle turn-around pad" located on 44 Park Avenue. Grantor shall at all times maintain this most northerly fifteen feet of the driveway in a paved condition and free of obstructions, and Grantor shall be responsible for snow removal. Neither Grantor nor Grantee shall park vehicles upon the most northerly fifteen feet of the driveway located upon 40 Park Avenue. If, once the driveway is completed at 40 Park Avenue as aforesaid, Grantor expands the parking area located on 40 Park Avenue by more than 100 square feet, this easement granted to Grantee to use the most northerly fifteen feet of the driveway at 40 Park Avenue shall terminate.

Grantor, by signature below, and Grantee, by his acceptance of this deed, hereby agree that each shall indemnify and hold the other harmless for any damages incurred by the owner of

the burdened real estate as a result of the actions of the holder of the easement which take place or occur upon the burdened real estate in the course of the easement holder using of any of the above-granted easements.


Upon request of Grantee, once Grantee has caused a driveway to be completed at 40 Park Avenue as provided in an agreement between the parties of even or near even date herewith, Grantor will promptly execute a document in recordable form attesting to the fact that said work has been completed.

Meaning and intending to convey, and hereby conveying, a portion of the premises (the Carriage House lot) described in a Warranty Deed from Theodore V. Musgrave and Cheryl A. Musgrave to Grantor herein, dated November 24, 1999, and recorded in the Cumberland County Registry of Deeds at Book 15192, Page 279, pursuant to the survey entitled Proposed New Lot Layout for Nancy English, prepared by Back Bay Boundary, Inc., dated October 14, 2003.

WITNESS my hand and seal this 2<sup>nd</sup> day of August, 2004.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF



  
Nancy English

STATE OF MAINE  
CUMBERLAND, ss.

, 2004

Personally appeared the above named Nancy English and acknowledged the foregoing instrument to be her free act and deed.

Before me,

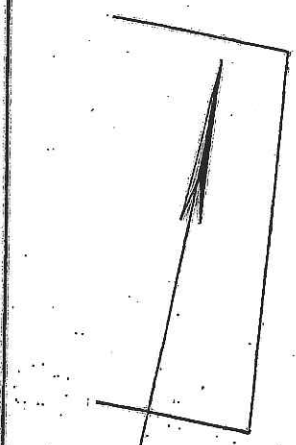
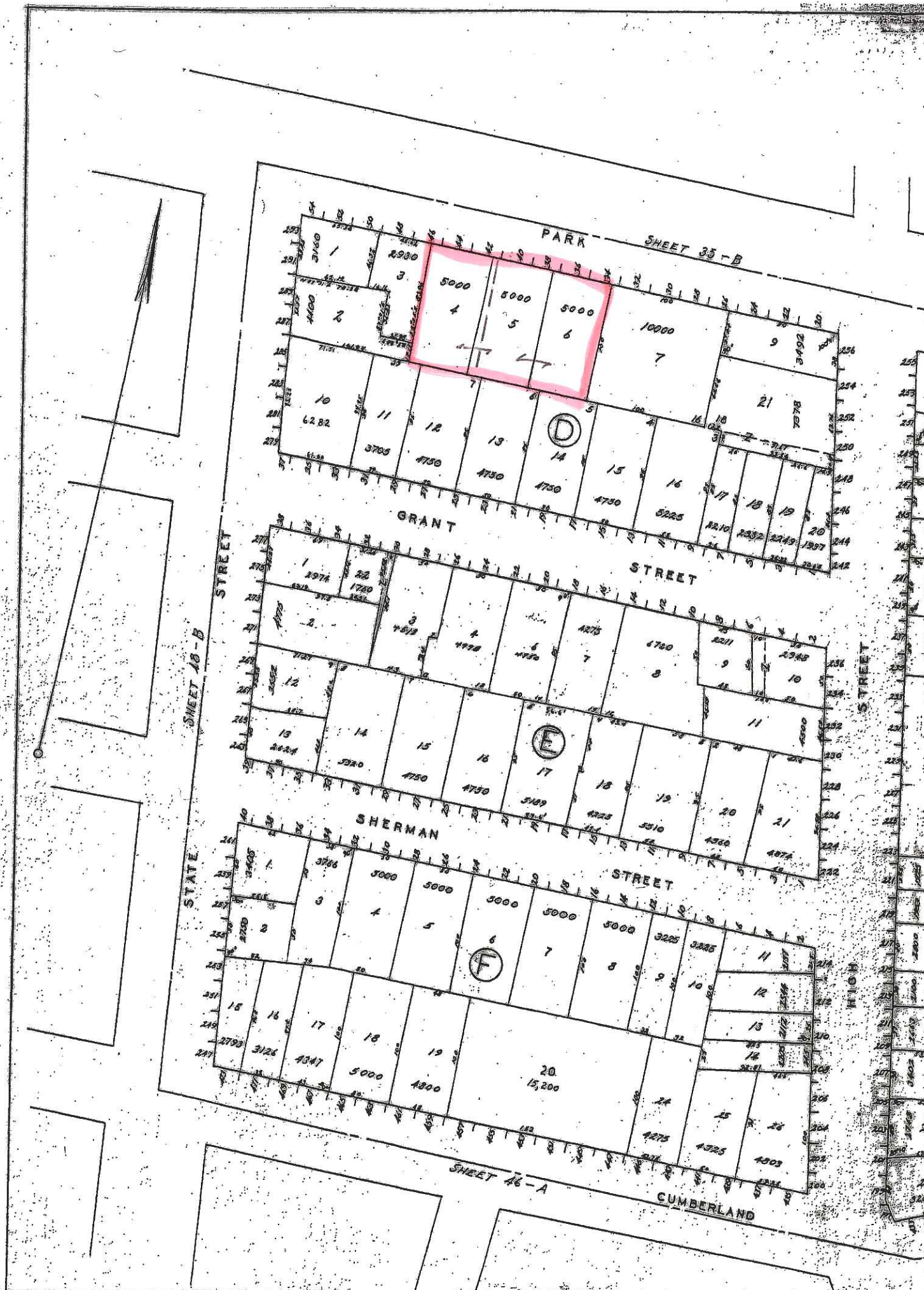
  
Notary Public/Attorney at Law

Printed name:

ERIC SCHAFER

Received  
Recorded Register of Deeds  
Aug 03, 2004 12:49:21P  
Cumberland County  
John B OBrien





SHEET 16-B

SHEET 35-B

SHEET 16-A

PARK STREET

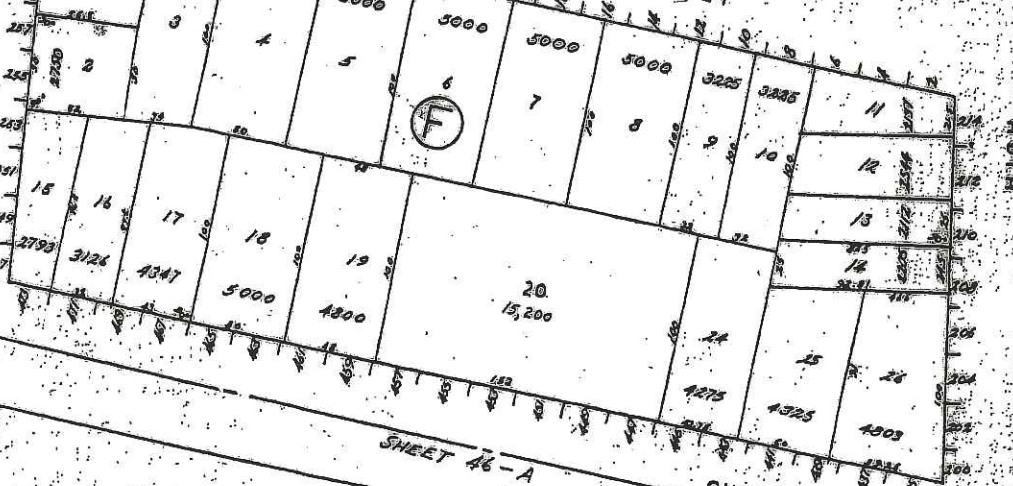
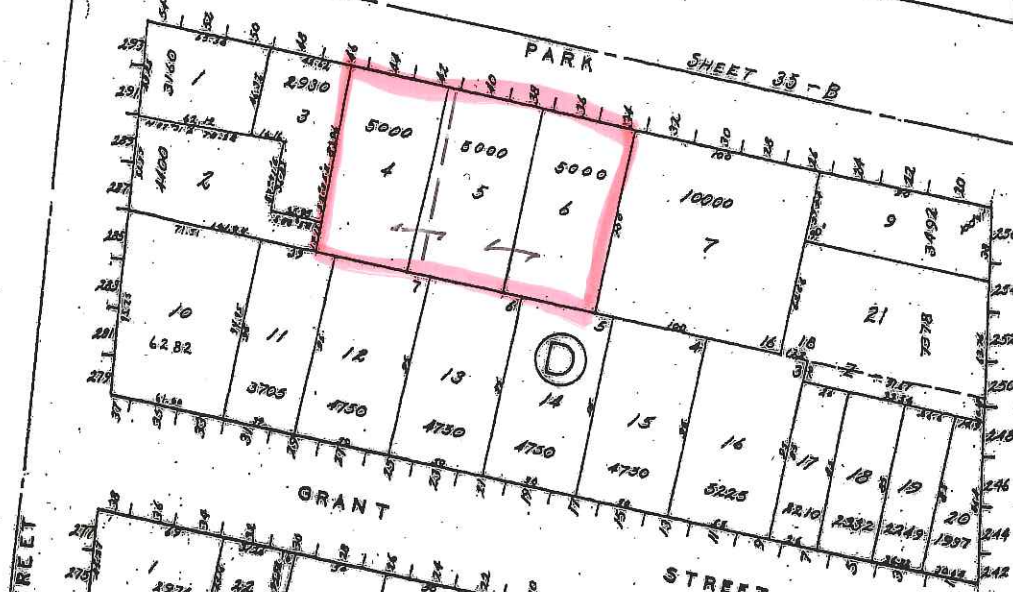
GRANT STREET

SHERMAN STREET

CUMBERLAND STREET

STATE STREET

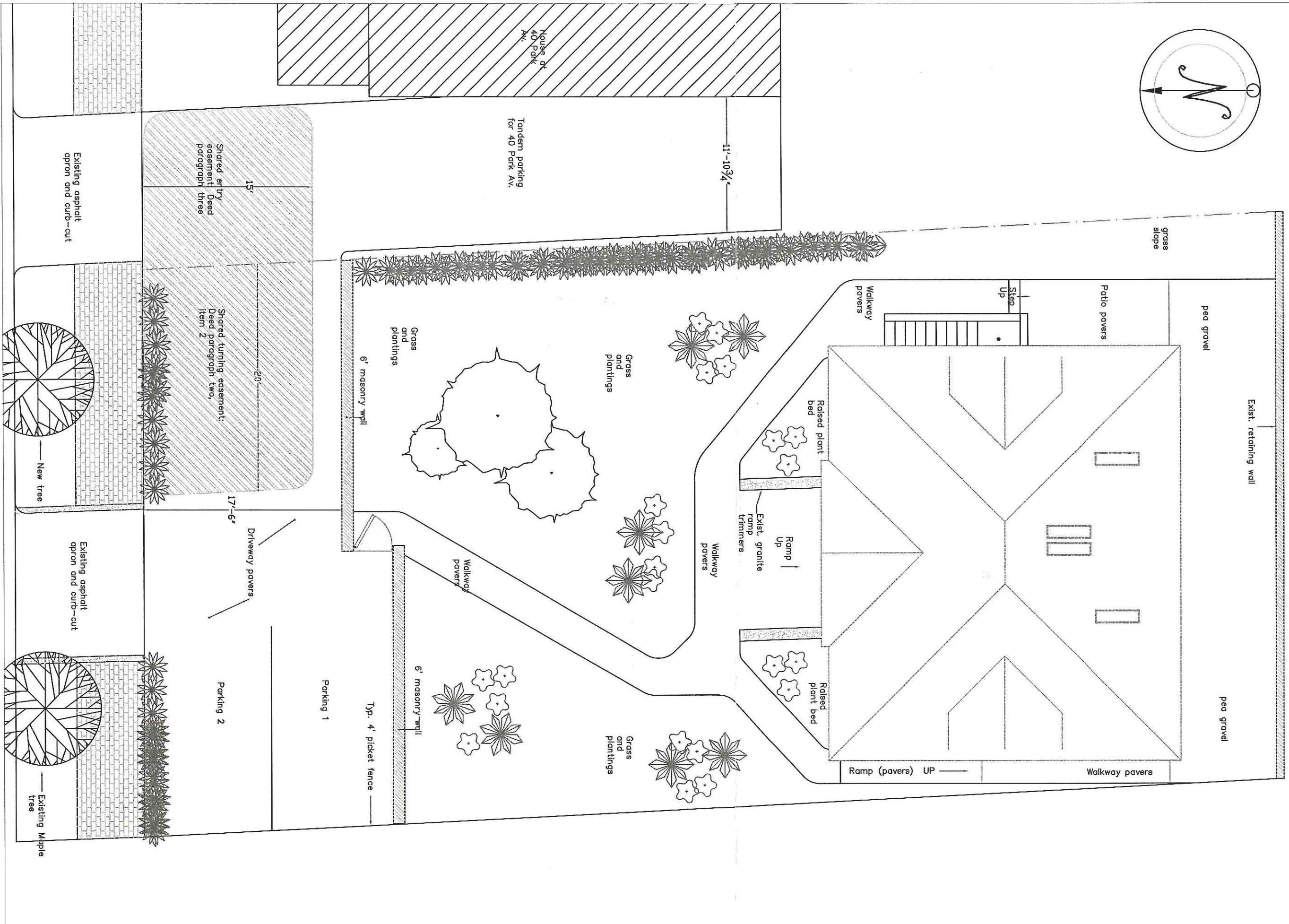
HIGH STREET











David Siegfried  
491-7336

# 44 Park Avenue Conversion

NOTES:  
1.) The new deed should accompany this plan. Also, ref. Registry of Deeds Book 15192, pg. 279.  
2.) SCALE = 1/8" per ft.

Designer:  
Janine Debanne

Title:  
Sections and Details

Date:  
23-Jan 2005

Drawing no.  
**A 1.3b**



