

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

2004-0023
Application I. D. Number
2/20/2004
Application Date
42 Park Ave.
Project Name/Description

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

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

OK

ex. SF.

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

#44
Bill Scott
3-15-04

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:

<input checked="" type="checkbox"/> Site Plan (major/minor)	<input type="checkbox"/> Subdivision # of lots	<input type="checkbox"/> PAD Review	<input type="checkbox"/> 14-403 Streets Review
<input type="checkbox"/> Flood Hazard	<input type="checkbox"/> Shoreland	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> DEP Local Certification
<input type="checkbox"/> Zoning Conditional Use (ZBA/PB)	<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other	

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

DRC Approval Status:

Approved Approved w/Conditions See Attached Denied

Approval Date 3-15-04 Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance *Bill Reynolds* signature 3-15-04 date

Reviewer *Bill Reynolds*

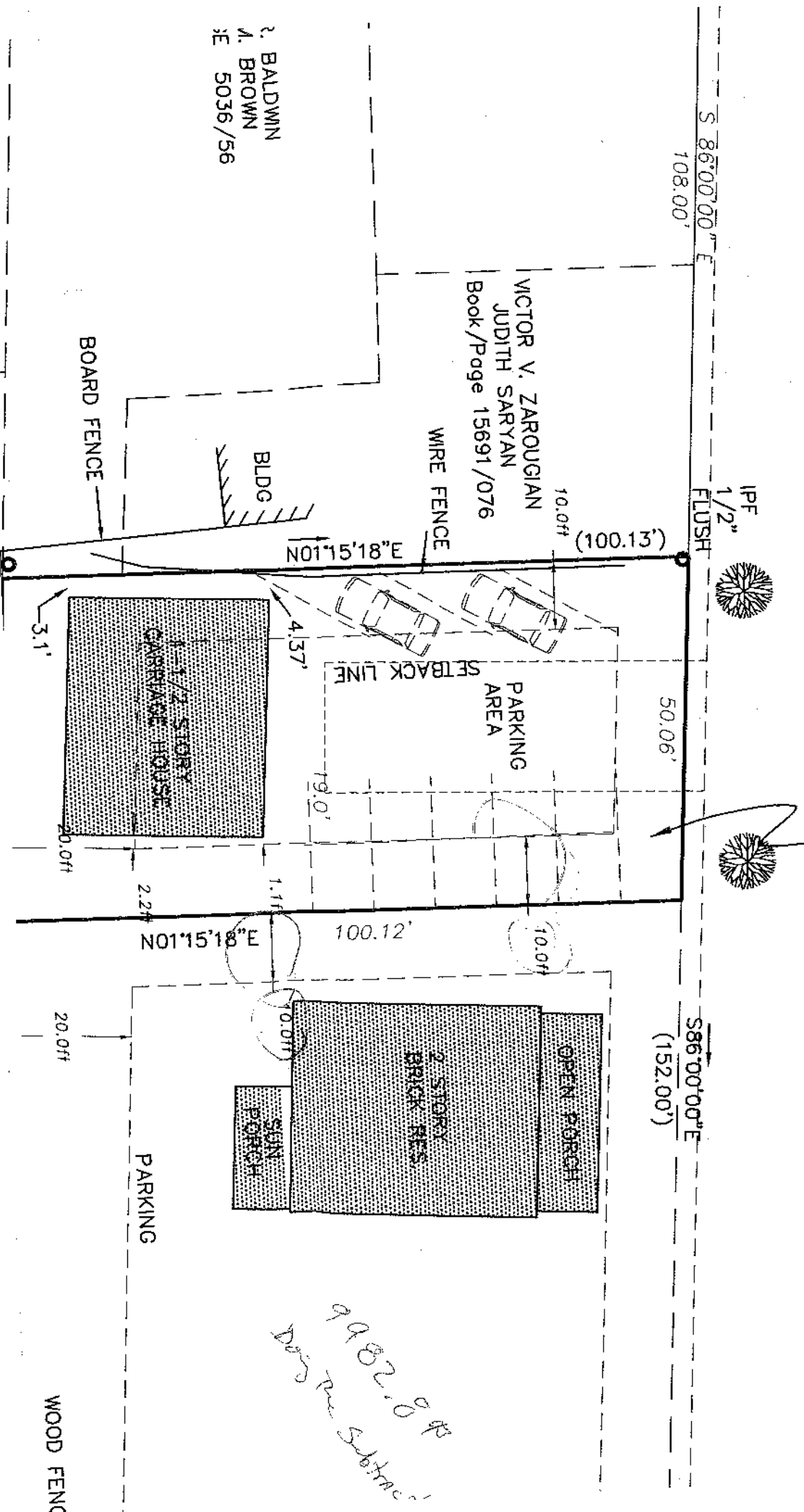
Performance Guarantee Required* Not Required

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

PAI

PROPOSED NEW LOT
5017.2 SQ. FT.
0.12 ACRES



BALDWIN
A. BROWN
5036/56

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

IPF
1/2"
FLUSH

$S\ 86^{\circ}00'00''\ E$
 $(152.00')$

$N\ 01^{\circ}15'18''\ E$
 $100.12'$

$N\ 01^{\circ}15'18''\ E$
 $(100.13')$

$50.06'$

$10.0'$

$100.12'$

$19.0'$

$1.1'$

$2.2'$

$20.0'$

WOOD FENC

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 2nd day of August, 2004.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Nancy English

STATE OF MAINE
CUMBERLAND, ss.

, 2004

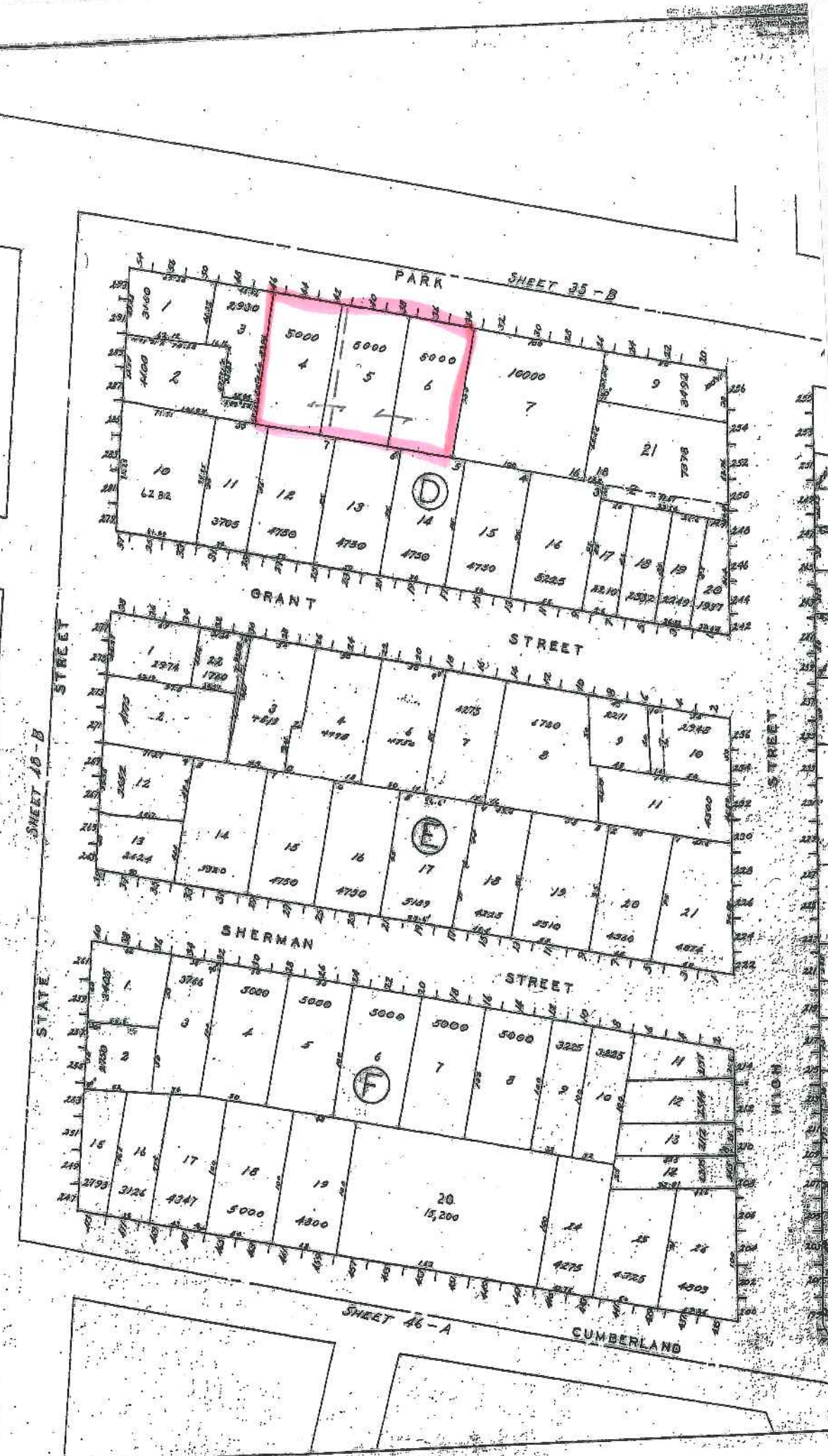
Personally appeared the above named Nancy English and acknowledged the foregoing instrument to be her free act and deed.

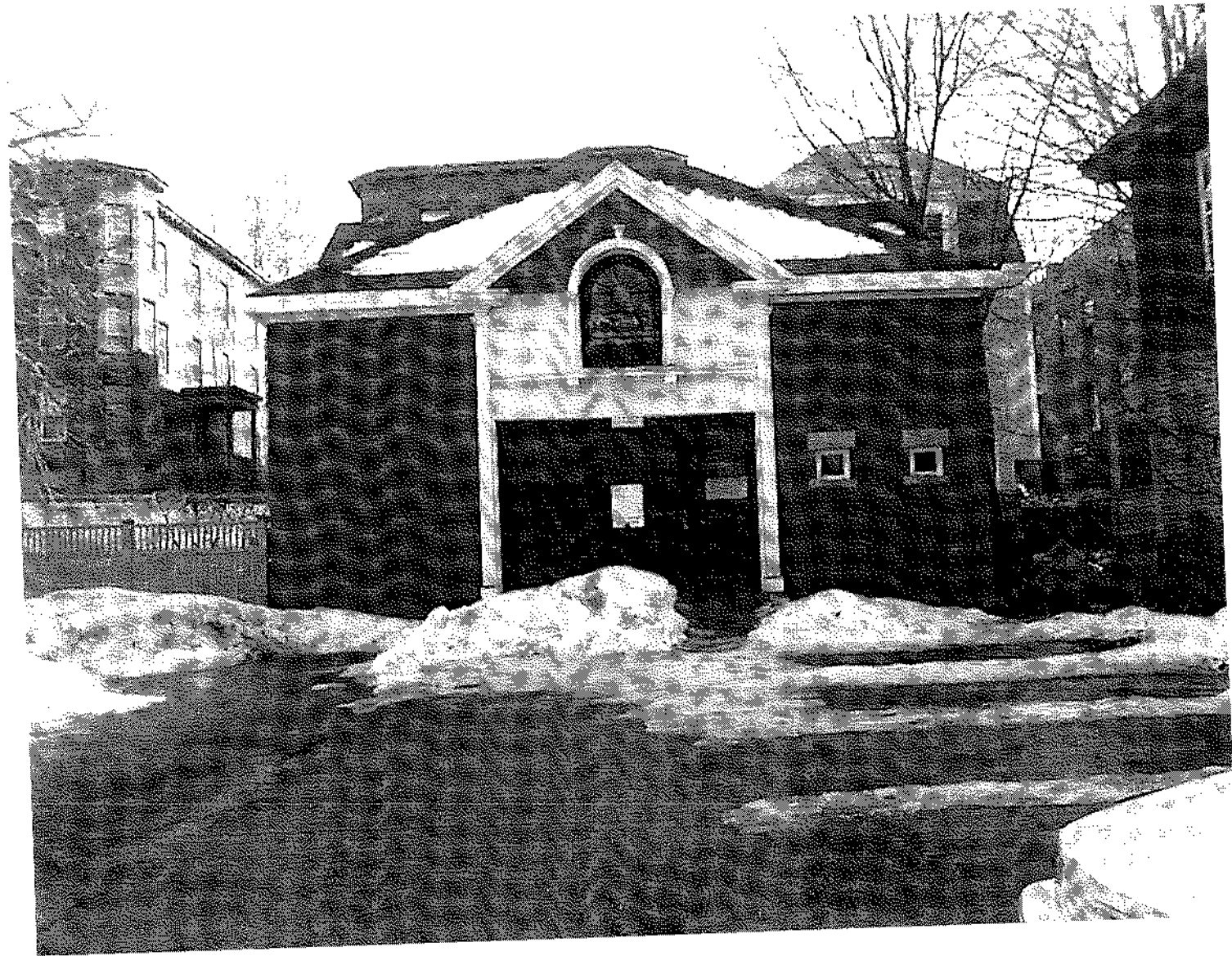
Before me,

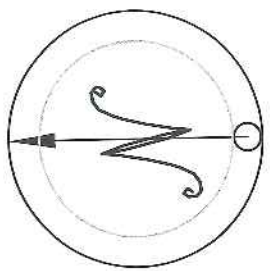
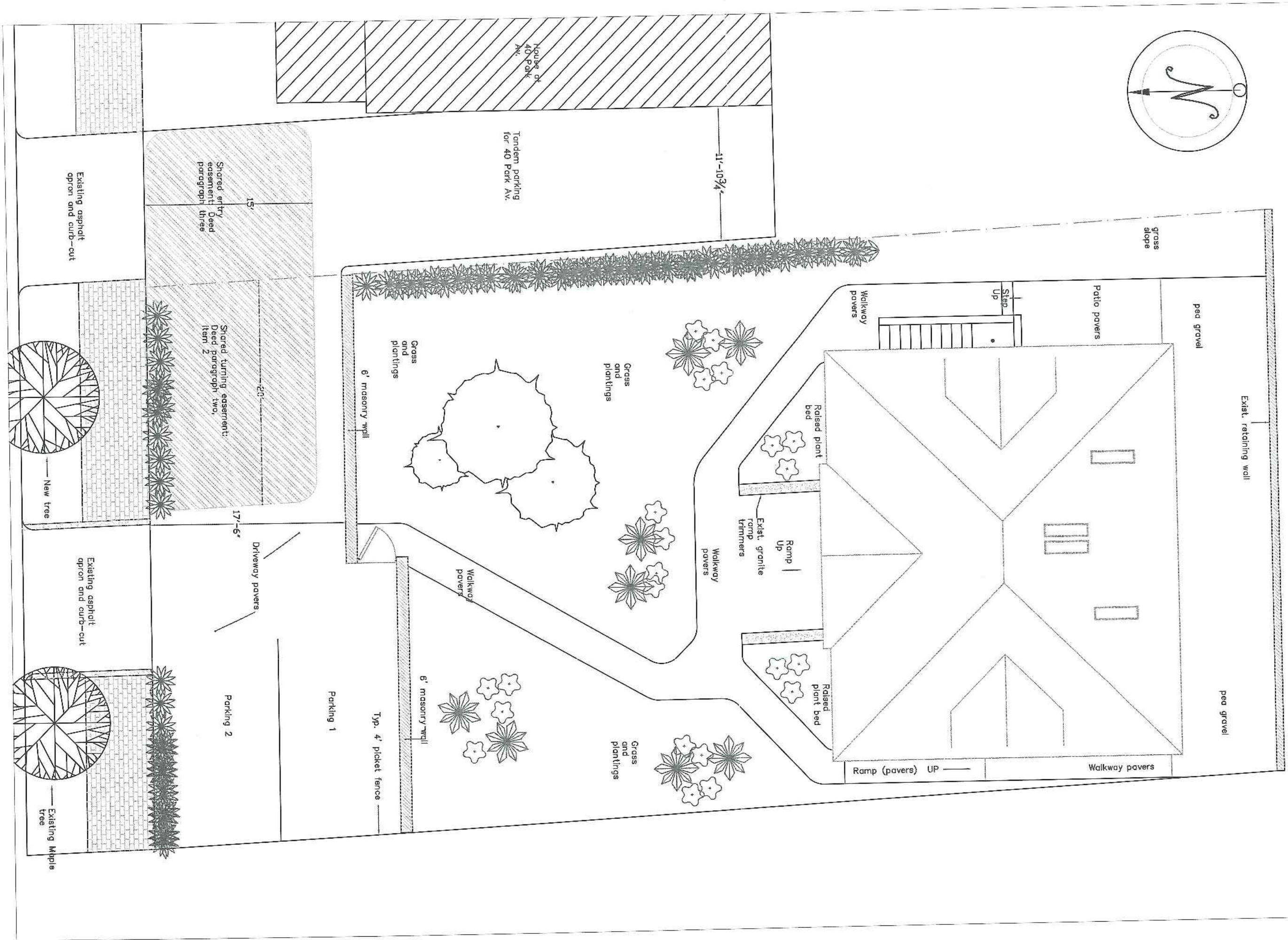
Notary Public/Attorney at Law

Printed name:

Eric Schaffer







David Siegfried
491-9336

44 Park Avenue Conversion

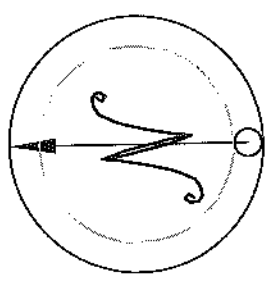
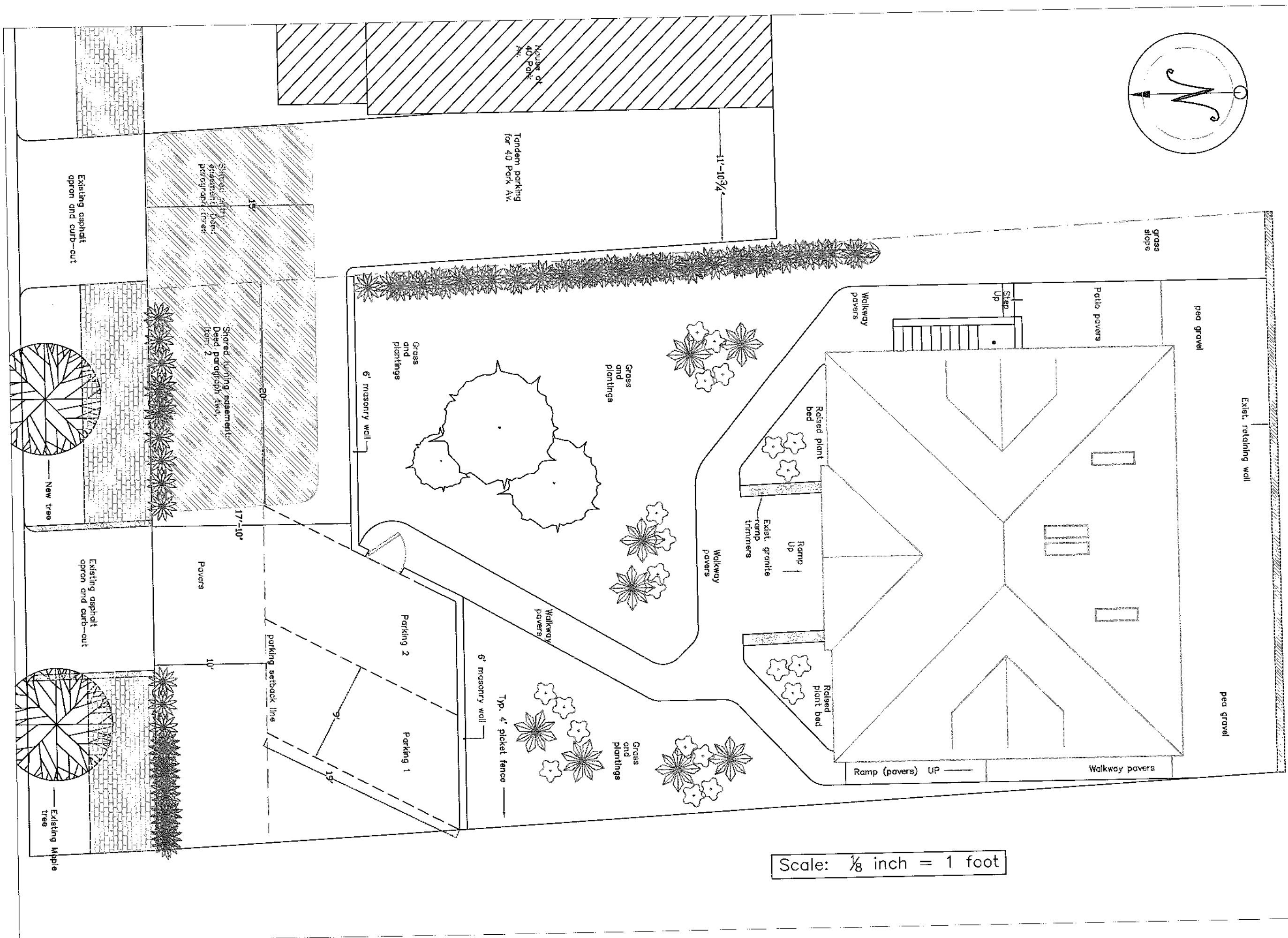
NOTES:
 1.) The new deed should accompany this plan. Also, ref. Registry of Deeds Book 15192, pg. 279.
 2.) SCALE: 1/8" per ft.

Designer:
Janine Debanne

Title:
Sections and Details

Date:
23-Jan 2005

Drawing no.
A 1.3b



Scale: 1/8 inch = 1 foot

David Siegfried

44 Park Avenue Conversion

NOTES:

- 1.) The new deed should accompany this plan. Also, re Registry of Deeds Book 15192, 279.
- 2.) Rev 02.04.2005: Moved e section of masonry wall so by 4'. Angled gate section improve turn radius. Move western section of masonry wall south by 5 1/2 feet to angle parking inside 10 foot setback.

Designer:
Janine Debonne

Title:
Sections and Details

Date:
23-Jan 2005

Drawing no.

A 1.3b