

Department of Planning & Development
Lee D. Urban, Director



CITY OF PORTLAND

Division Directors
Mark B. Adelson
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP
Planning

John N. Lufkin
Economic Development

July 16, 2003

Mr. Scott Simonds
Scott Simonds Architects
15 Franklin Street
Portland, ME 04101

RE: 75 York Street, application for minor site plan
ID #2003-0093, CBL #040C026

Dear Mr. Simonds:

On June 5, 2003, the Portland Planning Authority granted minor site plan approval for the Renovations and Site improvements located at 75 York Street. Since this approval, revised plans were submitted reflecting a number of issues regarding property encroachments.

A stop work order was issued on June 24, 2003, which specified the limits of the stop work order being the proposed building. The inspections department will be sending a revised letter extending the stop work order to include the site work in question.

The site work that is affected by property encroachments is the following:

1. Retainer wall, which crosses over the westerly boundary line.
2. Drywell, which crosses over the easterly boundary line.
3. Removal of concrete steps over the northerly boundary line.
4. Removal of existing one-story addition over the northerly boundary line.

The City received a letter from an apparent abutter yesterday, which is in reference to the retainer wall and drywell. This letter does not correspond to the boundary lines on the site plan, nor does it allow proper right, title, and interest.

These items will need resolve prior to any more work occurring on site. The city will need to have a stamped licensed survey of the entire property to evaluate any future proposals or redesigns associated with this project.

Sincerely,

Handwritten signature of Jay Reynolds in black ink.

✓ Jay Reynolds
Development Review Coordinator

Exhibit A

Boundary Description York Street Portland, Maine

Being any and all land of 75 York Street, LLC (the Grantor) situated on the northerly side of York Street, so called, in the City of Portland, County of Cumberland, State of Maine, which lies northeasterly, northwesterly, and southwesterly of the following described lines:

Beginning at the westerly most corner of a granite monument on the northwesterly sideline of York Street, so called, said point bearing S 32° - 19' - 23" W along the northwesterly sideline of said York Street, a distance of 214.84 feet from a drill hole in the top of a concrete retaining wall at the southerly most corner of land now or formerly of Giclee Printing Co., LLC as described in a deed recorded in book 13669, page 291 at the Cumberland County Registry of Deeds;

thence N 26° - 34' - 37" W, a distance of 152.40 feet to a 5/8" diameter iron rod with a cap marked "*LSI - PLS 2002*";

thence S 63° - 43' - 09" W, a distance of 75.00 feet to a 5/8" diameter iron rod with a cap marked "*LSI - PLS 2002*";

thence S 27° - 09' - 04" E, a distance of 72.10 feet to a 5/8" diameter iron rod with a cap marked "*PLS 387*";

thence S 36° - 49' - 33" E, a distance of 123.93 feet to a 5/8" diameter iron rod with a cap marked "*LSI - PLS 2002*" on the assumed northwesterly sideline of said York Street, said iron rod bearing S 25° - 06' - 39" W, a distance of 66.56 feet from the point of beginning.

Bearings are referenced to magnetic north as observed in the year 2003.

Any such land as may be conveyed herein being a portion of the premises conveyed to the Grantor by deed of Eat First, LLC, dated February 3, 2003, recorded February 4, 2003 in book 18821, page 252 at the Cumberland County Registry of Deeds.

The purpose for this conveyance is to reestablish the location of common boundary lines between the Grantor and the Grantee, as deemed necessary due to conflicts with existing record evidence, and the lack of physical evidence available.

The above description was derived from, and reference is hereby made to a survey plan to be recorded entitled "*Boundary Survey - 75 York Street, Portland, Maine*", dated July 24, 2003, prepared for 75 York Street, LLC, prepared by Land Services Inc., Land Surveyors & Consultants of Raymond, Maine, project #03110.

Exhibit A

Boundary Description
York Street
Portland, Maine

Being any and all land of J.B. Brown & Sons (the Grantor) situated on the northerly side of York Street, so called, in the City of Portland, County of Cumberland, State of Maine, which lies southwesterly, southeasterly, and northeasterly of the following described lines:

Beginning at the westerly most corner of a granite monument on the northwesterly sideline of York Street, so called, said point bearing S 32° - 19' - 23" W along the northwesterly sideline of said York Street, a distance of 214.84 feet from a drill hole in the top of a concrete retaining wall at the southerly most corner of land now or formerly of Giclee Printing Co., LLC as described in a deed recorded in book 13669, page 291 at the Cumberland County Registry of Deeds;

thence N 26° - 34' - 37" W, a distance of 152.40 feet to a 5/8" diameter iron rod with a cap marked "*LSI - PLS 2002*";

thence S 63° - 43' - 09" W, a distance of 75.00 feet to a 5/8" diameter iron rod with a cap marked "*LSI - PLS 2002*";

thence S 27° - 09' - 04" E, a distance of 72.10 feet to a 5/8" diameter iron rod with a cap marked "*PLS 387*";

thence S 36° - 49' - 33" E, a distance of 123.93 feet to a 5/8" diameter iron rod with a cap marked "*LSI - PLS 2002*" on the assumed northwesterly sideline of said York Street, said iron rod bearing S 25° - 06' - 39" W, a distance of 66.56 feet from the point of beginning.

Bearings are referenced to magnetic north as observed in the year 2003.

Any such land as may be conveyed herein being a portion of the premises conveyed to the Grantor by deed of Maine National Bank, dated December 30, 1977, recorded December 30, 1977 in book 4156, page 65 at the Cumberland County Registry of Deeds.

The purpose for this conveyance is to reestablish the location of common boundary lines between the Grantor and the Grantee, as deemed necessary due to conflicts with existing record evidence, and the lack of physical evidence available.

The above description was derived from, and reference is hereby made to a survey plan to be recorded entitled "*Boundary Survey - 75 York Street, Portland, Maine*", dated July 24, 2003, prepared for 75 York Street, LLC, prepared by Land Services Inc., Land Surveyors & Consultants of Raymond, Maine, project #03110.

NORWAY SAVINGS BANK

FAX COVER SHEET

Norway Savings Bank
P.O. Box 8550
Portland, ME 04104
TEL (207) 774-5000
FAX (207) 775-2632

Number of Pages: 4
(including cover sheet)

Date: 6-19-03

Please Deliver To: Jay Reynolds

Company Name: City of Portland

Fax Number: 756-8258

Phone Number:

From: Rick Flagg

RE: 75 York Street, LLC

Comments:

Jay,
Please review and let me know if you need any changes. If not, the original will be available tomorrow morning. Thanks for your help.

Rick Flagg, V.P.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

STANDBY LETTER OF CREDIT

SITE PLAN/SUBDIVISION
PERFORMANCE GUARANTEE
LETTER OF CREDIT #003-011

June 20, 2003

Director of Planning and Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Re: 75 York Street, LLC renovations/additions at 75 York Street, Portland, Maine

Norway Savings Bank hereby issues its Irrevocable Letter of Credit for the account of 75 York Street, LLC, as developer, (hereinafter referred to as "Developer"), in the name of the City of Portland, in the aggregate amount of \$24,696. These funds represent the estimated cost of installing site improvements as depicted on the cost estimate, approved as required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65.

This Irrevocable Letter of Credit is intended to satisfy the Developer's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced project.

The City, through its Director of Planning and Urban Development and in his sole discretion, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at Norway Savings Bank's offices located at 1200 Congress Street, Portland, Maine, stating that:

1. the Developer has failed to satisfactorily complete by June 20, 2004 the work on the improvements contained within the site plan approval for 75 York Street, Portland, Maine; or
2. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
3. the Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or

4. the Developer has failed to notify the City for inspections.

In the event of Norway Savings Bank's dishonor of the City of Portland's sight draft, Norway Savings Bank shall inform the City of Portland in writing of the reason or reasons thereof within three (3) working days of the dishonor.

After all underground work has been completed and inspected to the satisfaction of the Department of Public Works and Planning, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or its Director of Finance as provided in Chapter 14 §501 of the Portland Code of Ordinances, may authorize Norway Savings Bank, by written certification, to reduce the available amount of the Letter of Credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless within sixty (60) days prior to any expiration, Norway Savings Bank notifies the City by certified mail (restricted delivery to Duane Kline, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that Norway Savings Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City, in its sole discretion, may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development, at Norway Savings Bank's offices located at 1200 Congress Street, Portland, Maine stating that:

1. this drawing results from notification that Norway Savings Bank has elected not to renew its Letter of Credit No. 003-011; or
2. the Developer has failed to satisfactorily complete by June 20, 2004 the work on the improvements contained within the site plan approval; or
3. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
4. the Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
5. the Developer has failed to notify the City for inspections.

This Letter of Credit will automatically expire upon the earlier of:

1. Norway Savings Bank's receipt of written notification from the City of Portland that said work contained within the site plan approval and as required by Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 has been completed in accordance with the City of Portland's specifications and Norway Savings Bank's Letter of Credit No. 003-011 may be cancelled; or
2. the expiration date of June 20, 2004 or any automatically extended date as specified herein.

Very truly yours,

Norway Savings Bank

Date: _____

By: Richard R. Flagg

Its: Vice President

Seen and Agreed to: 75 York Street, LLC

By: Paul Becker

Its: Vice President

Department of Planning & Development
Lee D. Urban, Director



CITY OF PORTLAND

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June 5, 2003

Mr. Scott Simonds
Scott Simonds Architects
15 Franklin Street
Portland, ME 04101

RE: 75 York Street, application for minor site plan
ID #2003-0093, CBL #040C026

Dear Mr. Simonds:

On June 5, 2003, the Portland Planning Authority granted minor site plan approval for the Renovations and Site improvements located at 75 York Street, with the following conditions:

1. *The proposed dumpster shall be enclosed with fencing that meets the City guidelines for screening.*
2. *Any proposed lighting shall require review and approval by the City of Portland.*

Where submission drawings are available in electronic form, the applicant shall submit any available electronic CADD.DXF files with four sets of final plans.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions and requirements for all site plan approvals:

1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one-year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 2.0% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

PERFORMANCE GUARANTEE
with the City of Portland

Developer's Tax Identification Number: _____

Developer's Name and Mailing Address: 75 York Street, LLC

C/o Becker Structural Engineers

19 Commercial Street, Portland, ME 04101

City Account Number: ¹ _____

Treasurer's Report of Receipts Number: ¹ _____

Project Job Number: ¹
(from Site Plan Application form)

Application of 75 York Street, LLC for Renovations and Additions at 75 York St., Portland

Norway Savings Bank (hereinafter the "Bank") will hold the sum of \$24,696.00 amount of performance guarantee] on behalf of 75 York Street, LLC in a non-interest bearing account established with the City. This account shall represent the estimated cost of installing Site Improvements as depicted on the subdivision/site plan, approved on 12.14.03 as required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65. It is intended to satisfy the Applicant's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development.

The City, through its Director of Planning and Development and in his sole discretion, may draw against this Escrow Account in the event that:

1. the Developer has failed to satisfactorily complete by _____ [date: within two years] the work on the improvements contained within the Multi-Purpose Room approval, dated _____ [insert date]; or
2. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
3. the Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
4. the Developer has failed to notify the City for inspections in conjunction with the installation of improvements noted in paragraph one.

The Director of Planning and Development may draw on this guarantee, at his option, either thirty days prior to the expiration date contained herein, or s/he may draw against this escrow for a period not to exceed ninety (90) days after the expiration of this commitment; provided that the

Applicant will give the City written notice, by certified mail (restricted delivery to Duane Kline, Director of Finance, City of Portland, 389 Congress Street, Room 110, Portland, Maine) of the expiration of this escrow within sixty (60) days prior thereto. Otherwise, drafts may be submitted by the City of Portland no later than ninety (90) days following such notice, whenever given.

After all underground work has been completed and inspected to the satisfaction of the Department of Public Works and Planning, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Development or its Director of Finance as provided in Chapter 14 §501 of the Portland Code of Ordinances, may authorize the City to reduce the available amount of the escrowed money by a specified amount.

This Escrow will automatically expire upon the earlier of:

1. the written notification from Portland's Director of Planning and Development that said work contained within the Site Improvements approval and as required by Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 has been completed in accordance with the City of Portland's specifications; or
2. the expiration date of _____ [date may not fall between October 30 and April 15] or any automatically extended date as specified herein.

Seen and Agreed to: [Applicant]

By: _____

Attach Letter of Approval and Estimated Cost of Improvements to this form.

Distribution

1. This information will be completed by Planning Staff.
2. The account number can be obtained by calling Paul Colpitts, ext. 8665.
3. The Agreement will be executed with one original and one copy.
4. The original and copy, each signed by the Developer, will be delivered to the Finance Office, together with a copy of the Report of Receipts form.
5. The Director of Finance will sign the copies, retain the original for their files and deliver the other signed copy to the Planning Office.

6. SITE LIGHTING	_____	_____	_____	_____	_____	_____
7. EROSION CONTROL	_____	_____	_____	_____	_____	_____
Silt Fence	_____	_____	_____	_____	_____	_____
Check Dams	_____	_____	_____	_____	_____	_____
Pipe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	_____	_____	_____
Geotextile	_____	_____	_____	_____	_____	_____
Hay Bale Barriers	_____	_____	_____	_____	_____	_____
Catch Basin Inlet Protection	_____	_____	_____	_____	_____	_____
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING (Attach breakdown of plants)	_____	_____	_____	_____	_____	_____
(3) 2" Caliper Trees				3	\$275.00	825.00
(12) Rugosa				12	\$ 35.00	420.00
Ground Cover				120	\$ 5.00	600.00
(5) Arbor Vitae				5	\$ 60.00	300.00
Loam and Seed and/or Mulch				500SF	1.00	500.00
10. MISCELLANEOUS	_____	_____	_____	_____	_____	_____
TOTAL:	<u>10,061.00</u>				<u>14,635.00</u>	
GRAND TOTAL:	_____				<u>\$24,696.00</u>	

INSPECTION FEE (to be filled out by the City)

OK 6-19-03
JR

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 2.0% of totals:	<u>201.22</u>	<u>292.70</u>	<u>493.92</u>
or			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	<u>JR</u>
	(name)	(name)	