



PORTLAND MAINE

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Planning and Development Department
Lee D. Urban, Director

May 16, 2005

Planning Division
Alexander Jaegerman, Director

Mr. Robert Greenlaw
Back Bay Boundary
643 Forest Avenue
Portland, ME 04101

RE: Guilford Court Residential Development; 157 York Street

Dear Mr. Greenlaw:

This letter is to confirm that the Portland Planning Authority has reviewed and approved certain revisions to the above referenced project. The requested revisions are described in a letter dated May 3, 2005 from you to Jay Reynolds. The approved revisions include installing 50 feet of granite curb on the northerly side of Guilford Court and substituting granite curb for bituminous curb within the parking lot. The elimination of the parking lot guard rail (along the perimeter of the parking lot) is not approved until a revised landscaping plan has been submitted for review and approval by Planning staff.

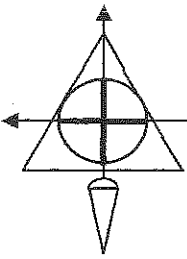
The entrance and tip-down curb on York Street shall be installed as approved by the Planning Board. Therefore, revision #3 listed in your letter is not approved.

If there are any questions, please contact Rick Knowland at 874-8725

Sincerely,


Alexander Jaegerman, Chair
Planning Division Director

cc: Lee D. Urban, Planning and Development Department Director
Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
Rick Knowland, Senior Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Gayle Guertin, Inspections
Michael Bobinsky, Public Works Director
Traffic Division
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Fire Prevention
Assessor's Office
Wayne Barker, 34 Park Street, Portland, ME.04101
Approval Letter File



BACK BAY BOUNDARY, INC.
LAND SURVEYING

May 3, 2005

The City of Portland
Planning Department
389 Congress St.
Portland, Maine 04101

RE: Guilford Court Residential Development 157 York Street Portland, Maine

Mr. Jay Reynolds:

Please accept this letter as an accompaniment to the site plan application for site plan amendment review.

As shown on the attached plan we are proposing to make a few minor changes to the approved plan.

1. 50 feet of recycled granite curb was installed on the northerly side of Guilford Court.
2. We are proposing to exchange the bituminous curb and wood guardrail that was proposed for the parking lot with new granite curb (The timber guardrail along Guilford Court and the parking area will remain as specified).
3. We are proposing to not alter the existing tip down curb and entrance on York Street. (As preciously submitted to Richard Knowland in writing.)

An amended Landscaping Plan will be submitted at a later date.

Sincerely,

Robert T. Greenlaw, PLS

(207) 774-2855

643 Forest Avenue Portland, Maine 04101
Email ~Backbayboundary@cs.com

Fax (207) 347-4346

www.Backbayboundary.com

1. I am confused by the revised subdivision plan. Along the northerly property line, I see notations of 11.5 ft., 11.0 ft., and 11.18 ft. Please explain in writing what these numbers are. Are they between buildings, setback from the property line? I also see 13.57 ft. on the southerly side. Please explain what this number is. Also address my comment #2. We need to make sure that the building is not too wide for the site in light of 73.74 ft. frontage and 74.25 ft. rear width. I believe you are ok but the plan is not clear. Please explain in writing. It may be that you'll need to better label the numbers to explain what they are.

2. Make sure the site utilities plan and landscaping plan are consistent with the subdivision plan in terms of setbacks.

Also before sending me any new material on the above comments please call me first before submitting.

It would be helpful to address the above issues by tomorrow since I'll be away from the office starting on Wednesday for the remainder of the week. The performance guarantee should be submitted to Jay Reynolds in my absence.

"WAYNE BARKER"

<waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com>>> 07/09 1:59 PM >>>

Good Morning Rick,

On item 4, executed drainage maintenance agreement, I assume you are looking for a notarized copy. I can get a signed copy to you this afternoon. Is it acceptable as written? Thanks, wayne

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

From: Rick Knowland

<mailto:RWK@portlandmaine.gov<mailto:RWK@portlandmaine.gov<mailto:RWK@portlandmaine.gov<mailto:RWK@portlandmaine.gov>>>>

To:

waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com>>>>

Cc:

backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com>>>>

Sent: Friday, July 09, 2004 7:04 AM

Subject: Guilford Court

Wayne and Bob, I've reviewed the revised plans submitted on July 8th and have the following comments.

1. On the landscaping and contour plan on note #8, please eliminate the word "current". Otherwise it sounds like you intend to change the plan.

2. Recording plat and other plans. The zoning sideyard and setbacks have been correctly revised. However as I look at the site plan, the building width is 49 feet, the sideyards are 11.5 feet and 13.5 feet. Add these numbers up and you get 74 feet. The street frontage is 73.75 feet while the rear lot line is indicated as 74.25 feet. You need to indicate that the width of the lot is 74 feet where the building is or decrease the width of the building by a minimum of .25 feet. Please advise how this is going to be addressed.

3. Hopefully Jim Seymour has been in touch with Bob to go over the spec. details. Otherwise Bob should call Jim.

4. We are awaiting an executed drainage maintenance agreement. If you need a model one, please let

OK PENN PENNY
JUNE 21, 2014

DECLARATION OF CONDOMINIUM
GUILFORD COURT CONDOMINIUM
PORTLAND, MAINE

This Declaration is made by **WAYNE BARKER** of Apache Junction, Arizona (hereinafter "Declarant"), as the owner in fee simple of the real estate described herein.

1. **PROPERTY:** Declarant hereby submits the real estate situated in Portland, Maine, hereinafter described in Exhibit A attached hereto and made a part hereof, together with the buildings and improvements already thereon and those buildings and improvements to be put thereon in the future as described more particularly hereinafter (collectively the "Property") to the provisions of the Chapter 31 of Title 33 Maine Revised Statutes Annotated, as it may be amended, known as the Maine Condominium Act (the "Act"). The Property is subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in Exhibit A or in the survey to which reference is hereinafter made.

The plat of the land submitted to the provisions of the Act entitled "Condominium Plat for Guilford Court, 157 York Street in Portland, Cumberland County, Maine" prepared by Back Bay Boundary, Inc., and dated November 7, 2002 is recorded herewith in the Cumberland County Registry of Deeds in Plan Book _____, Page _____. The plan of improvements for "Guilford Court Condominium, 157 York Street, Portland, Maine" by Port City Architecture, dated _____, 2004, and is recorded herewith in the Cumberland County Registry of Deeds Plan Book _____, Page _____ (the "Plat and the Plans").

2. **CREATION OF UNITS:** Declarant hereby creates eight (8) units (individually the "Unit" and collectively the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat and Plans referred to in Section 1 hereof (the "Plat and the Plans"). A reduced copy of the Plat and Plans are attached hereto as Exhibit D.

3. **UNIT NUMBERS AND BOUNDARIES:**

(1) If walls, and floors or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereon are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common elements.

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common

element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

(3) Subject to the provisions of paragraph (2), all spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of the unit.

(4) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designated to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

4. **COMMON ELEMENTS:** Each Unit will be conveyed together with its respective undivided interest in the common elements as hereinafter set forth and will have the benefit of the right to use the common elements in common with others entitled thereto as provided by the bylaws (the "Bylaws") adopted by the Guilford Court Condominium Association (the "Association") and any rules and regulations adopted by the Association. A copy of the Bylaws initially adopted by the Association is attached hereto as Exhibit C.

The common elements consist of all portions of the Property other than the Units. Common elements shall also include those parts of the Property described in the Act or the Plat and Plans as being common elements. Common elements shall include, but not be limited to, limited common elements.

5. **LIMITED COMMON ELEMENTS:** Generally all remaining portions of the Common Elements appurtenant to each unit are allocated to each Unit in accordance with the boundaries as set forth in the Plat and Plans. Each Unit owner shall be solely responsible for all maintenance, repair and upkeep thereof in good condition. Limited common elements shall also include those parts of the Property described in the Act or the Plat and Plans as being limited common elements. A Unit owner shall have no maintenance responsibility with respect to the limited common elements appurtenant to another Unit. The Association shall not be liable for the maintenance, repair or upkeep of a Unit or limited common element.

6. **FRACTION OF COMMON ELEMENT INTERESTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES:** The percentage of undivided interests in the common elements, and the percentage of voting rights and common expense liabilities allocated to each Unit is set forth on Exhibit B. No percentage of undivided interest allocated to any Unit shall be altered except upon the unanimous vote of all Unit owners and their first mortgagees.

7. **PARKING:** One parking space shall be allocated to each unit. The two extra parking spaces may be used or leased by Declarant or his successors, who shall pay 1/5 of the parking lot maintenance expenses, including future capital repairs.

8. **ENCROACHMENTS:** If any portion of the common elements, or of any other Unit encroaches at any time upon any Unit or upon any portion of the common elements, as a result of minor variations or relocation during construction, settling of the Buildings, alteration or repair to the common elements made by or with the consent of the executive board of the Association (the "Executive Board"), repair or restoration of a Unit or the Building after damages by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for the encroachment and for its maintenance so long as the Buildings or Building stand.

9. **EASEMENTS:**

- a. The Units and common elements (including the limited common elements) shall be, and hereby are, made subject to perpetual easements in favor of the utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including the Units. The easements created by this Section 9(a) shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains from pipes, sewer and drain lines, drainage ditches and pump stations, telephone poles, wires and equipment, television equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment inducts and vents over, under, through, along and on the Units, limited common elements and common elements. With respect to any utility lines or equipment serving only the Condominium and located upon the common elements (including any limited common elements allocated to any on Unit), the Executive board shall have the right and power to dedicate, convey an easement to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the common elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the common elements (including any limited common element allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.
- b. The common elements (including any limited common element allocated to any one Unit) are subject to an

easement in favor of the Association and the agents and employees of the Association for the access, egress and ingress over, through and across each portion thereof for the operation of the Condominium, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe. Every Unit owner shall have an unrestricted right of ingress to such owner's Unit.

- c. The common elements (including any limited common element allocated to any one Unit) shall be, and hereby are made, subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the common elements. The Association may in its sole discretion grant easements to Unit Owners for the erection of improvements in the limited common areas appurtenant to a unit owner.
- d. Each Unit and its limited common elements are subject to the following easements in favor of all other Units:
 - (1) For installation, inspection, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, telegraph, or other communication systems, wiring and cables and all of the utility lines and conduits that are a part of or exclusively serve any Unit and that pass across or through a portion of such Unit and/or its limited common element or the common element; and
 - (2) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures that serve only one Unit but encroach into any part of such Unit, and/or its limited common element or common element on the date that this Declaration is recorded or any amendment thereof is recorded.
- e. To the extent necessary, each Unit shall have an easement for structural support from the Unit in the same Building and the limited common elements appurtenant to the Units in that Building, and the common elements shall be subject to an easement for structural support in favor of the Units and the limited common elements.
- f. The Units and the limited common elements are hereby

- made subject to an easement in favor of the Association and its agents, employees and independent contractors for: (i) inspection of the Units and limited common elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible; (ii) installation, inspection, maintenance, repair, and replacement of the common elements situated in or accessible from such Units or limited common elements or both; (iii) correction of emergency conditions in one or more Units or limited common elements, or both, or casualties to the common elements, the limited common elements and/or the Units; and (iv) any purposes set forth in Section 9(g) below.
- g. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the condominium results in either the common elements encroaching on a Unit, or in a Unit encroaching on the common elements or on another Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.
- h. All easements, rights and restrictions described and mentioned in the Declaration are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.
- i. Declarant reserves a Special Declarant Right and easement for the construction of the Units, common elements, limited common elements and other improvements of the Condominium, to enter the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, common elements or limited common elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. This easement also expressly includes the right to cut and remove any trees, bushes, or shrubbery, to grade and remove the soil, to install and remove any temporary siltation fence or to take any other action reasonably necessary to achieve this purpose. Declarant further reserves an easement in the Units, common elements and limited common elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or on the Plat and Plans.
- j. Declarant reserves an easement on, over and under those

portions of the common elements and limited common elements, not located within a Building, for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.

- k. Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the common elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, limited common elements and common elements.
 - l. Declarant shall have the right, until Declarant has conveyed all of the units in the Condominium, to grant and reserve easements and right-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities.
 - m. The easements reserved by Declarant in Sections 9(i), 9(j), 9(k), and 9(l) shall continue until Declarant has conveyed all of the Units in the Condominium. These Sections shall not be amended without the written consent of Declarant.
10. **EMINENT DOMAIN:**
- a. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the Unit owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to

the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section 10(a), shall be thereafter a limited common element, subject to the provisions of Section 5 herein.

- b. Except as provided in Section 10(a) above, if part of a Unit is acquired by eminent domain, any award therefore shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of common element interests and common expense liability and voting rights shall remain unchanged.
 - c. If a part of the common elements is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining common elements among the Unit owners in proportions to their relative percentages of undivided interests before the taking, but the portion of the award attributable to the acquisition of a limited common element must be paid to the owner of the Unit to which that limited common element was allocated at the time of acquisition.
 - d. A court decree regarding any such taking shall be recorded in the Cumberland Country Registry of Deeds.
 - e. Nothing in this Declaration, the Bylaws or any rules or regulations adopted by the Executive Board shall be deemed to give the Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit owner of condemnation awards for the taking of Units and/or common elements.
11. **RESTRICTIONS ON USE AND OCCUPANCY:**
- a. The Units are restricted to private residential use, including residential activities engaged in by Unit owners, members of the Unit owners' immediate family, and the guests and other authorized occupants, licensees and visitors of the Unit owners. These Units may not be used for a professional, business, commercial, industrial or manufacturing purposes, or primarily for storage.
 - b. No Unit owner may carry on any practice, or permit any

practice to be carried on, that unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. Each Unit and its appurtenant limited common elements shall be maintained in a clean and sanitary condition by the Unit Owner.

- c. No Unit shall be used, occupied or kept in a manner that in any way that would be deemed hazardous and/or result in an increase in the fire insurance premiums for a Unit beyond the standard rates for a dwelling in a multi-family structure, without the prior written permission of the Executive Board.
- d. No owner of a Unit may erect any sign on or in a Unit or any limited common element that is visible from outside such Unit, without in each instance having obtained the prior written permission of the Executive Board.
- e. A Unit owner, shall be absolutely liable to the other Unit owners and family, guests, licensees and invitees of the other Unit owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit owner.
- f. A Unit Owner may lease or sublease his Unit at any time and from time to time. No Unit may be leased or subleased without a written lease or sublease. No Unit may be leased for a term of less than thirty (30) days. A copy of each such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof. The rights of any leasee or subleasee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease. The Unit owner shall provide any leasee or subleasee of a Unit with a copy of the Rules and Regulations of the Condominium. The Units Owners hereby appoint the Association as Attorney in Fact in order to prosecute eviction actions, at the expense of the Unit Owner, in the event the Unit Owner's tenants violate this provisions and the Unit Owner does not take timely action to terminate the tenancy. The foregoing shall not impose any direct liability on any leasee or subleasee of a Unit to pay any common expense assessments on behalf of the owner of that Unit unless so provided for in said lease or sublease.
- g. A Unit owner shall be responsible for the cleanliness of any limited common element serving such Unit, at the expense of such Unit owner.
- h. Each Unit owner shall comply strictly with the Bylaws and with any rules and regulations adopted and amended from time to time by the Executive Board in its sole discretion and with the covenants, conditions and

restrictions set forth in this Declaration or in the deed to a Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by an aggrieved Unit owner.

12. **COMMON EXPENSES:** Each Unit owner shall pay to the Association, or its authorized representative, monthly, his proportionate share of the budgeted expenses of the Association. Each Unit's proportionate share of common expense is described in Section 6 herein. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment. In the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate of eighteen percent (18%) per annum or such other rate as may be established by the Association, such late fees as may be established by the Association, costs and reasonable attorney's fees shall constitute a lien on the interest of such Unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all recorded first mortgages on the interest of such Unit owner, and the foreclosure or such mortgages, sale or transfer pursuant to foreclosure or transfer to the first mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, that become due prior to the foreclosure, shall become common expenses collectible from all owners of a Unit. Such foreclosure shall not release the delinquent Unit owners from personal liability to the Association for unpaid common expenses.

13. **MAINTENANCE:** Each Unit owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements within and upon such owner's Unit and the limited common elements allocated to such Unit; provided, however, that maintenance, repair and replacements to the exterior of the Building having an estimated cost of five hundred dollars (\$500.00) or more shall be subject to the prior approval of the Executive Board. The Executive Board shall ensure that the exterior portions of each Unit are maintained in a compatible and harmonious manner, so that the Building as a whole is attractive and well maintained, including without limitation the

right to regulate colors, siding and roof materials, window alteration and the like.

Trash removal will not be provided by as a City service and the Association shall be responsible for a dumpster or alternative trash removal.

The Association is responsible for maintenance of the drainage system as described in the Plat and as set forth in Drainage System Maintenance Agreement between Wayne Barker and the City of Portland to be recorded herewith.

The City will not plow or maintain Guilford Court and it is the responsibility of the Association, with or without contribution of other abutters of Guilford Court, to maintain the way.

14. **ASSOCIATION OF UNIT OWNERS:** The Association shall be the governing body for the Unit owners with respect to the administration of the Property as provided by the Act, this Declaration and the Bylaws. The Association shall elect officers as provided in the Bylaws.

Each Unit owner and/or owners shall be a member of the Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the regular membership appurtenant to that Unit to the transferee or transferees. A transfer pursuant to a mortgage, however, shall not transfer membership until foreclosure or a transfer to a mortgage in lieu of foreclosure.

The provisions of this Declaration and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit owners and their respective heirs, representatives, successors, assigns, purchasers, leasees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the Property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the Bylaws.

In any voluntary conveyance of a Unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association Bylaws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

15. **Executive Board Powers:** Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association. An Executive Board composed of three (3) natural persons shall govern the affairs of the Association. Prior to the Transition Election provided for by subparagraph 14(a), the Executive Board shall be composed of three (3) natural persons. "Declarant Control Period" means the entire time period which extends from the date of the recording of this Declaration until the earlier of (a) five (5) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance to Purchasers of three (3) of the Units. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the Transition Election, at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

- a. No later than the earlier of (a) sixty (60) days after the conveyance of three (3) of the Units to Purchasers or (b) five (5) years following conveyance of the first Unit to a Purchaser, or at such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association and Transition Election shall be held at which all of the members of the Executive Board and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect no less than three (3) and no more than five (5) successor members of the Executive Board to act in the place and stead of

those resigning.

- b. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

16. **Notice:** The Clerk of the Association shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of Unit owners and/or mortgagees to be sent in writing by U.S. Mail, postage prepaid or to be personally delivered, to all Unit owners and all eligible mortgage holders at the address filed with the Clerk by said owners and mortgage holders not less than five (5) days and not more than twenty-five (25) days prior to the proposed meeting or action. Such notice shall be deemed to be given when so delivered in person or on the second business day following such mailing. Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration and Bylaws, any budget changes and any proposal to remove a director or officer.

17. **Separate Taxation and Utilities:** It is understood that real estate taxes are to be separately taxed to each Unit owner for such owner's Unit and the corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit owner, but are taxed on the Property as a whole, then each Unit owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements.

Each Unit owner shall pay for such owner's telephone, electricity, and other utilities that are separately metered or billed to each user by the respective utility company. Except as may otherwise be provided in Section 5 herein, utilities that are not separately metered or billed shall be treated as part of the common expense and Unit owners shall take reasonable steps to conserve such utilities.

18. **Insurance and Related Matters:** With respect to each Unit and the limited common elements appurtenant thereto, each Unit owner shall maintain insurance against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement, for an amount sufficient to avoid the application of any co-insurance provision. The

proceeds of such insurance shall be used for the reconstruction of the Units and limited common elements or shall be otherwise disposed of in accordance with the provisions of this Declaration of the Act; and the policies shall contain the standard mortgage clause, provided, however, that the rights of the mortgagee of a Unit under any standard mortgage clause endorsement to such policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the Units. Each Unit owner shall indemnify and save harmless the Association from any liability, claim, loss, damage, expense, action or cause of action relating to or out of such owner's respective Unit and its appurtenant limited common elements.

19. Mortgage Provisions:

- a. The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.
- b. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.
- c. The Executive Board, when giving notice to a Unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the Bylaws or any rules and regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.
- d. Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at reasonable times on business days and to require annual reports and other financial data of the Association. If no audited financial statement is available, any holder of a mortgage on any Unit shall be allowed to have an audited statement prepared at its own expense.
- e. Notwithstanding anything to the contrary elsewhere contained in this Declaration or the Bylaws, the following provisions shall govern:
 - i. Any first mortgagee of a Unit in the condominium will, upon request, be entitled to inspect the books and records of the Association during normal business hours.
 - ii. No provision of this Declaration or of the Bylaws shall be deemed or construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation

- awards for losses to or a taking of Units and/or common elements.
- iii. A first mortgagee of a Unit shall be entitled to prompt written notification from the Executive Board of (1) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws that is not cured within thirty (30) days, (2) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the common elements appurtenant thereto, (3) any lapse or modification of insurance or fidelity bond coverages, (4) any proposed amendment under Section 19 of this Declaration and (5) any proposed action that entitles an eligible mortgage holder to notice under § 1602-119(b) of the Act.
 - iv. Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such Unit that accrue prior to the acquisition of title to such Unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from all of the owners of such Unit.
 - v. So long as Declarant holds a mortgage on a Unit, that Unit owner shall not let or rent his Unit without first obtaining Declarant's prior written consent in each such instance. Notwithstanding the foregoing, any lease or rental of a Unit shall: (1) be in writing; (2) involve the lease or rental of the entire Unit and not some lesser portion thereof; (3) be for a term of not less than ninety (90) days nor more than one (1) year; (4) provide that the tenant is subject in all respects to the provisions of the Declaration, Bylaws and any rules and regulations that may be adopted by the Executive Board; and (5) provide that failure by the lessee to comply with the terms of said documents shall be a default under such lease.

20. **Method of Amending Declaration:** Except to the extent expressly permitted or required by the Act, this Declaration may be amended by a vote or by written approval of the Unit of owners of Units to which at least seventy-five percent (75%) of the votes in the association are allocated and written approval from eligible mortgage holders, as defined in the Act, representing at least seventy-five percent (75%) of the votes allocated to Units

that are subject to eligible first mortgages.

21. **Name and Address:** The name of the Condominium is the Guilford Court Condominium, and the Condominium is located at 157 York Street in Portland, Maine.

22. **Applicable Law; Interpretation; Severability:** This Declaration shall be governed by and construed in accordance with the laws of the State of Maine. In the event of any conflict or discrepancy between this Declaration, the Bylaws and the Plat and Plans, this Declaration shall govern. If any provision of this Declaration, the Bylaws and the Plat and Plans, this Declaration shall govern. If any provision of this Declaration, the Bylaws or any rules and regulations are in conflict with any applicable laws, including the Act, then such laws shall govern and such invalid provision shall be of no force and effect, but the validity of the remainder of this Declaration, the Bylaws and any such rules and regulations shall not be affected thereby and shall remain in full force and effect as if such invalid provision had not been included.

The captions herein are inserted for convenience and reference and do not limit, alter or define the terms of this Declaration. All exhibits attached to this Declaration are hereby made a part hereof,

23. **Remedies; Waiver:** All rights, remedies and privileges granted to the Declarant, the Association or a Unit owner pursuant to the terms of this Declaration, the Bylaws and any rules and regulations shall be deemed to be cumulative to any other right or remedy under said documents or afforded by law or equity, and may be exercised concurrently, independently or successively. Any forbearance in exercising any right or remedy hereunder or otherwise available by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

24. **Effective Date:** This Declaration shall become effective when it and the Plat and Plans have been recorded.

IN WITNESS WHEREOF, Wayne Barker has caused this instrument to be executed this ____ day of _____, 2004.

Witness

Wayne Barker

State Of Maine
County of Cumberland

_____, 2004

Personally appeared the above named Wayne Barker and acknowledged the foregoing instrument to be his free act and

deed.

Before me,

Notary Public/Attorney at Law
Printed Name:
My commission expires:

EXHIBIT A

Guilford Court Condominium

[insert legal description]

Reference is made to Drainage System Maintenance Agreement with the City of Portland to be recorded herewith.

Being the same premises conveyed to the Declarant by deed of Tacha Vosburgh, dated June 24, 1997 and recorded in said Registry in Book 13221, Page 193.

EXHIBIT B

Guilford Court Condominium

Percentage of Common Element Ownership Interests, Common
Expense Liability and Vote.

	Common Interest and Liability	Vote
Unit 1	%	1
Unit 2	%	1
Unit 3	%	1
Unit 4	%	1
Unit 5	%	1
Unit 6	%	1
Unit 7	%	1
Unit 8	<u>%</u>	<u>1</u>
	100%	8

EXHIBIT CBY-LAWS
of the
GUILFORD COURT CONDOMINIUM ASSOCIATION

ARTICLE I

Introductory Provisions

1.1. Name. The name of this Association is GUILFORD COURT CONDOMINIUM ASSOCIATION ("Association"). The address is 157 York Street, Portland, Maine . These By-Laws have been adopted as required by Section 1603-106 of the Act to govern this Unit Owner's Association of the Condominium (hereinafter called the "Association").

1.2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof.

1.3. Office. The principal office of the Association and the Executive Board shall be located at 157 York Street, Portland, Maine or at such other location as the Executive Board may designate from time to time.

1.4. Corporation Law. Except as otherwise expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes of 1964, as amended (the "Nonprofit Corporation Act") and the "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

1.5. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in said Declaration to which these By-Laws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

ARTICLE II

The Association

2.1. Composition, Powers and Duties. The composition, powers and duties of the Association are as set forth in Paragraph 13 of the Declaration.

2.2. Nontransferability of Interests. Except as provided herein or in the Declaration, membership shall not be

transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Unit Owner in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the Reserve Fund and other common funds shall automatically transfer to and be vested in the next Owner or Owners succeeding to such ownership interest.

2.3. Meetings of Members. Meetings of the membership shall be held at the principal office of the Association or at such other place as may be specified in the notice of the meeting.

2.4. Annual Meetings. The annual meeting of the members shall be held each year on or about the last Tuesday of the month of October. In the event that the day for which an annual meeting is scheduled is a legal holiday, then the meeting shall be held on the first day thereafter which is not a legal holiday. At such meetings there shall be elected by ballot of the members an Executive Board in accordance with the provisions of Article III. The members shall also transact such other business as may properly come before them.

2.5. Special Meetings. The President shall call a Special Meeting of the Association if so directed by resolution of the Executive Board or upon the written request of one (1) Unit owner presented to the Clerk. The notice of any Special Meeting shall state the time, the place and purpose thereof. Such meetings shall be held within thirty (30) days after receipt by the President of said resolution or written request; provided, however, if the purpose included the consideration of the rejection of a capital expenditure pursuant to Section 5.9 herein, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or written request.

2.6. Notice of Meeting. It shall be the duty of the Secretary, or upon his failure or neglect then of any other officer, to give notice of each annual or special meeting, the time and place of the meeting, and the items on the agenda for that meeting, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget changes and any proposal to remove a member of the Executive Board or officer, to each member of record including the Declarant as long as it is the Owner of record of a Unit and to each Eligible Mortgage Holder. With respect to any annual or special meeting such notice shall be so mailed at least ten (10) days but no more than forty-five (45) days prior to the date so set for the meeting.

2.7. Quorum. The presence, either in person or by proxy, of the Owners of the Units to which are allocated at least one-half

($\frac{1}{2}$ %) of the Votes in the Association shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

2.8. Adjournment of Meetings. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

2.9. Votes in Association. The Vote in the Association allocated to each Unit is equal to the Allocated Interest allocated to that Unit. The Allocated Interest allocated to each Unit is listed on Schedule B to the Declaration.

2.10. Voting. Voting shall be in accordance with Section 1603-110 of the Act and Paragraph 13 of the Declaration, including, but not limited to, Section 1603-110(b). If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the members to cast the votes allocated to such Unit or Units.

2.11. Majority Vote Required. Unless by express provisions of the Act, these By-Laws or the Declaration a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean the Unit Owners of those Units to which are allocated more than fifty percent (50%) of the total authorized Votes allocated to all of the Units that are present in person or by proxy and voting in any meeting of the Association at which a quorum is present as determined in accordance with Paragraph 2.7.

2.12. Informal Action. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if a written consent thereto is signed by all the members. The Secretary shall file such written consent with the records of the meetings of the members and such consent shall be treated as a unanimous vote of members for all purposes.

2.13. Order of Business. The order of business at all meetings of the members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting for approval of same;
- (d) Reports of Executive Board or of officers or of the manager;
- (e) Reports of committees, if any;
- (f) Election of inspectors of elections (when so

- required);
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business;
- (i) New Business.

At all meetings of the Association or of the Executive Board, Robert's Rules of Order, as then amended, shall be followed, except in the event of conflict in which these By-Laws or the Declaration, as the case may be, shall prevail.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board composed of no less than three (3) and no more than five (5) natural persons. During the period of Declarant control, as provided in Paragraph 15 of the Declaration, the Executive Board shall be composed of (3) natural persons who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the end of the period of Declarant control, the Executive Board shall be composed of no less than three (3) and no more than five (5) individuals, as the Board may determine from time to time. Each member of the Executive Board shall be a Unit Owner, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent who is a shareholder, partner or beneficiary thereof, as the case may be. A Unit Owner must be current in the payment of all condominium and parking fees to be elected (or have its agent elected) to the Executive Board.

3.2. Election and Term of Office. The members of the Executive Board shall be elected as follows:

3.2.1. At the annual meetings of the Association, subject to Paragraph 14 of the Declaration, the election of members of the Executive Board shall be held. The term of office of each Executive Board member shall be fixed at three (3) years, so that after the Declarant Control Period ends, one-third (1/3) of the Executive Board may be replaced at each annual meeting. Each member of the Executive Board shall hold office until earlier to occur of the election of his or her respective successor, or his or her death, adjudication of incompetency, removal or resignation. An Executive Board member may be elected to succeed himself or herself for an unlimited number of terms.

3.2.2. Persons qualified to be members of the Executive

Board may be nominated for election only as follows:

3.2.2.a. Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nomination petition signed by Unit Owners owning at least two (2) Units and a statement that the person nominated is willing to serve on the Executive Board. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting;

3.2.2.b. Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one (1) person has been nominated by petition.

3.3. Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" or "Manager" at a compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize, including but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

3.4.1. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;

3.4.2. To adopt, repeal or amend rules and regulations of the Association;

3.4.3. To designate signatories on Association bank accounts;

3.4.4. To borrow money on behalf of the Association;

3.4.5. To acquire and mortgage Units;

3.4.6. To allocate Limited Common Elements.

Any employment contract between the Managing Agent and the Association must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause

on no more than ninety (90) days' written notice.

3.5. Removal and Resignation of Members of the Executive Board. Except with respect to members designated by Declarant during the Declarant Control Period, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast at least two-thirds (2/3) of all the votes in the Association, and a successor may then and there be elected to fill the vacancy thus created. A Board member may be removed by vote of a majority of the other Board members if said Board member is not current in the payment of condominium and parking fees. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A Board member may resign by submitting his or her resignation in writing to the President or Secretary of the Executive Board.

3.6. Vacancies. Except as set forth in Paragraph 3.1. with respect to members appointed by Declarant, vacancies in the Executive Board caused by reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.7. Organizational Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting. The Secretary shall give notice of such meeting to each Eligible Mortgage Holder in the manner provided in the Declaration for service of notice upon Eligible Mortgage Holders at least five (5) days before such meeting.

3.8. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member and Eligible Mortgage Holder by the Secretary in the manner provided in the Declaration for service of notice upon Unit Owners and Eligible Mortgage Holders, at least ten (10) business days prior to the day named for such meeting.

3.9. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice by the Secretary to each member and Eligible Mortgage Holder, given by mail, telegraph or hand delivery, securing a receipt therefor, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.10. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.11. Quorum of the Executive Board. At all meetings of the Executive Board one-half of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.12. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.13. Conduct of Meetings. The President shall preside at all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein



Making your financial world
a little more comfortable.

July 13, 2004

Lee D. Urban
Planning and Development Department Director Planning Division
City of Portland, 4th Floor 389 Congress Street
Portland, Maine 04101

Re: Wayne Barker and Tacha Vosburgh
155-159 York Street
Portland, ME 04101

Gorham Savings Bank hereby issues its Irrevocable Letter of Credit for the account of Wayne Barker and Tacha Vosburgh, as developer, (hereinafter referred to as "Developer"), in, the name of the City of Portland, in the aggregate amount of Twenty Seven Thousand Five Hundred Fifty Dollars (\$27,550.00). These funds represent the estimated cost of installing site improvements as depicted on the subdivision and site plan, approved on April 13, 2004 and 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 development.

The City, through its Director of Planning and 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 Gorham Savings Bank's offices located at 10 Wentworth Drive, Gorham, Maine, stating that:

1. the Developer has failed to satisfactorily complete by July 13, 2005 the work on the improvements contained within the subdivision and site plan approval, dated April 13, 2004; 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 the Gorham Savings Bank's dishonor of the City of Portland's sight draft, Gorham 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 Development or its Director of Finance as provided in Chapter 14 §501 of the Portland Code of Ordinances, may authorize the Bank, by written certification, to reduce the available amount of the Letter of Credit by a specified amount.

CALL CENTER
(207) 839-4796

www.gorhamsavingsbank.com

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, the 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 the 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 Development, at Gorham Savings Bank's offices located at 10 Wentworth Drive, Gorham, Maine stating that:

1. this drawing results from notification that Gorham Savings Bank has elected not to renew its Letter of Credit No. 8040009717; or
2. the Developer has failed to satisfactorily complete by July 13, 2005 the work on the improvements contained within the subdivision and site plan approval, dated April 13, 2004; 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:

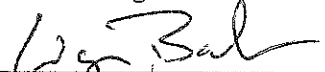
1. Gorham Savings Bank's receipt of written notification from the City of Portland that said work contained within the Subdivision and site plan approval as required by Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 has been completed in accordance with the City of Portland's specifications and Gorham Savings Bank's Letter of Credit No.8040009717 may be cancelled; or
2. the expiration date of July 13, 2005 or any automatically extended date as specified herein.

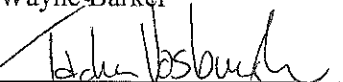
Very Truly Yours,

Gorham Savings Bank

By: 
Its: Vice President

Seen and Agreed to:



Wayne Barker


Tacha Vosburgh

Date: July 13, 2004

APPROVED AS TO FORM

CORPORATION COUNSEL'S OFFICE

7/13/04

7-14-04

From: "WAYNE BARKER" <waynebarker@msn.com>
To: "Rick Knowland " <RWK@portlandmaine.gov>
Date: Mon, Jul 12, 2004 3:03 PM
Subject: Re: Guilford Court

Rick, the building to building does maintain the 11.5 ft. where he has shown 11.0 there is a slight protrusion of the concrete at the base of the east building only. It looks like there were some repairs at one time possibly. If that poses a problem then I would move the building slightly to the west rather than reduce the size since the architectural are finished and submitted. I do believe we have plenty of room on the west side yard to shift the building over if needed.

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

From: Rick Knowland <mailto:RWK@portlandmaine.gov>
To: waynebarker@msn.com<mailto:waynebarker@msn.com>
Cc: backbayboundary@cs.com<mailto:backbayboundary@cs.com>
Sent: Monday, July 12, 2004 11:55 AM
Subject: Re: Guilford Court

Wayne, Thanks for your reply and coming into the office. The 13.57 ft. (left side) and 11.18 ft. (right side) side should have an arrow indicating "setback from property line". The building to building setback must be 11.5 ft. at all times along the right side. An 11.0 ft. building to building setback at any point along the right side is not going to be acceptable. It sounds like the building needs to be reduced slightly in width to accommodate this change. We can't average setbacks.

Before the above notes are changed, please call me.

>>> "WAYNE BARKER" <waynebarker@msn.com<mailto:waynebarker@msn.com>> 07/12 3:21 PM
>>>

Rick, As to your item #2, message on July 9, the total dimensions added up to more than 73.75 feet because the board wanted to see set backs between buildings.

Bob revised the measurements friday to show set backs from the property lines. The actual side yard dimensions are 13.57(west yard) 49.0(building) 11.18 (east yard) for a total of 73.75 feet. These are the measurements taken at the Front of the lot along York St. The site is irregular in shape and the Building to the East has an irregularly constructed foundation so the distances vary depending on where the measurements are taken.

All plans should be consistent as the building has not changed size and the side yards vary with the lot widths but in our favor, they increase as you move towards the rear of the building.

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

From: Rick Knowland <mailto:RWK@portlandmaine.gov<mailto:RWK@portlandmaine.gov>>
To:
waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com>>>
Cc:
backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com>>>
Sent: Monday, July 12, 2004 6:59 AM
Subject: Re: Guilford Court

Wayne, Thanks for dropping off the material this morning. I have the following comments.

BACK BAY BOUNDARY, INC.
Land Surveying

GUILFORD COURT

A CONDOMINIUM

157 YORK STREET
PORTLAND, MAINE

BACK BAY BOUNDARY, INC.
Land Surveying

March 22, 2004

Mr. Alex Jaegerman
Director of Planning
City of Portland
389 Congress Street
Portland, Maine 04101

Subject Project: Guilford Court
 A Planned Condominium
 157 York Street
 Site Plan Submission

Dear Mr. Jaegerman:

Tasha Voseburgh and Wayne Barker have retained the professional services of Back Bay Boundary, Inc. and Port City Architecture to prepare the necessary documents and plans for the construction of a mixed residential/condominium 8 unit multi-family dwelling. The proposed dwelling is located at 157 York Street Portland, Maine. The project's design professionals have appreciated the staff comments after the initial Planning Board workshop on February 10, 2004, this package includes information previously submitted on February 10th 2004, as well as changes and additions to the plans in response to the staff review comments. Revisions to the plans are described in the Comment/Response letter appended to this document.

EXISTING CONDITIONS

Description of Development Site

The project site is located on Map 44, Block B Lot 5 as shown on the City of Portland' Assessors Map. A site map depicting the location of the project as it is situated in the City's "West End" is included in this package. This project has been designed within the City of Portland Small Residential Lot Development guidelines and hopes to be an example of what the City had in mind when it developed its guidelines.

The site has 73.75 feet of frontage on York Street and 74.25 feet of frontage on Guilford Court , which is currently the means of access to the site. The site comprises 9814.5 square feet of privately owned property. Photos depicting the conditions of the site are included in this package as well as the existing conditions being shown on the included plan. The project site currently includes

BACK BAY BOUNDARY, INC.

Land Surveying

an approximately 396 square foot garage and an encroaching shed on the west side of the parcel, both which are in the process of being removed.

The site is also made up of previously disturbed small growth brush areas as well as gravel parking areas for a few automobiles. Abutting land uses include:

- ◇ North - Guilford Court - Guilford Court, parking areas and multi-level, multi-family residential units.
- ◇ West- York Street- Multi family and single-family residential units.
- ◇ South- York Street- York Street
- ◇ East- York Street and Guilford CT. Multi-family residential units.

Wayne Barker currently owns this parcel. Deeds and information relative to the applicant's interest in the site have been previously submitted and are included in this document.

SITE TOPOGRAPHY AND SUPERFICIAL FEATURES

The site currently slopes from Guilford Court to York Street in a fairly uniform fashion, with the previously mentioned garage near the southwest corner of the site. The slope average is approximately 7% towards York Street stopping at a 4 foot high concrete wall at the back of the brick sidewalk on York Street. Concrete and stone walls line half the site on the East side as well as chainlink fences on both sides.

No wetlands or special soils were found on the site. Based on FEMA maps no floodplains are located within the confines of the property.

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Land Surveying

PROJECT DESCRIPTION

Tasha Voseburgh and Wayne Barker are proposing to construct a 3088 Sq. Ft. Footprint, 3 story, structure with the following components:

- ◇ 4- 780 Sq.Ft. 1 bedroom rental apartments on the first floor.
- ◇ 2 - 1568 Sq. Ft. 2 bedroom condominiums on the second floor.
- ◇ 2- 1568 Sq. Ft. 3 bedroom condominiums on the third floor.

The design of the site respects the new Small Residential Lot Development guidelines in respect to its setbacks for the new building. The front setback will be 5.33 feet from the streetline of York Street. The side setback on the West side of the lot was calculated under the new guidelines to be 14 feet from the existing two story building on the abutting lot. The side setback on the East side of lot was calculated to be 11 feet from the existing 2 story building on the abutting lot. The rear setback line from Guilford Court was established at 25 feet. The area of the site currently being used as guest parking for guests of Tasha Voseburgh and Wayne Barker will be rehabilitated into a paved parking area for 9 automobiles. One parking space was eliminated to accommodate a completely enclosed dumpster area as indicated on the revised plans.

Access to the site for automobiles will be entirely from Guilford Court. The staff recommendation is to pave Guilford Court from the driveway into the site all the way to Park Street. Public comment at the neighborhood meeting did not support this idea. It is wish of the owners to appease both the city and the neighborhood both during and after the development of this site. It is their wish to receive guidance from the city staff in this matter.

Excess parking for guests of the proposed building will be accommodated in the fashion that is currently utilized by a majority of the abutting properties, in that it will be found minimally on Guilford Court, Park Street and surrounding city streets.

Snow storage will be accommodated on site per the technical standards of the City of Portland. A snow storage area in excess of 5+ feet wide is proposed behind the curbing of the proposed parking lot as is shown on the accompanying plans. Any excess snow as a result of unusual snowstorm events will be removed from the site to preserve the number and configuration of the parking spaces. With the sites proximity to the downtown area of Portland, parking issues are expected to be kept to a minimum.

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BUILDING ARCHITECTURE

The proposed three-story building houses eight residential units; four of which are apartments and four are condominiums. The building's façade has been designed to keep in context with the traditional style of New England. The building materials of brick, clapboards and asphalt shingles were used in keeping with the historical patterns found in Maine. Painted pilasters and trim boards are used to break the façade for a transition to a patio with painted wood railings and balusters. The use of double hung windows and six panel wood doors give the building a residential feeling. The proposed elevations for the structure are included with this package.

ZONING

The property is currently zoned as R-6, Residential Zone. Mixed Multi-family buildings are permitted in this zone. While this is the underlying zone the property is designed under the Small Residential Lot Development guidelines adopted in December of 2003. Space and Bulk regulations and Downtown Urban Design Guidelines were also utilized in the design process.

UTILITIES

As indicated on the enclosed Site Plans, the majority of the utilities for this project have been "stubbed off" on the York Street side of the property. During the reconstruction of York Street a sewer line and a 1-inch water line were left extending to the site. A 2-1/4 inch cast iron water service is currently servicing Guilford Court; this water service has been approved by the Portland Water District to be extended to the project. To comply with Fire Department guidelines the proposed water service will be 2-inches in diameter. Underground electric service will also be installed to the site from Guilford Court. An existing utility pole will be the point of connection with Central Maine Power design guidelines being utilized.

The City of Portland's Department of Public Works was contacted to review the sanitary sewer capacity adjacent to the site. Mr. Frank J. Brancely indicated that the 36-inch diameter egg shaped brick sewer pipe under York Street has adequate capacity to transport, while the Portland Water District's sewage treatment plant on Marginal Way has adequate capacity to treat the anticipated wastewater flows from the proposed building.

A letter from the Portland Water District was received indicating the capacity and pressure of the waterline in Guilford Court were adequate for the proposed building. The nearest fire hydrant to the site was also indicated in the letter and was plotted in its position on the corner of Park and York Street well within the

BACK BAY BOUNDARY, INC.

Land Surveying

Fire Department guidelines. Letters have been sent to Verizon, Central Maine Power and Northern Utilities Natural Gas to confirm their ability to serve this project. Copies of the letters sent to the utilities are included in this package. Letters from the utilities will be forwarded to the City of Portland upon their receipt.

STORMWATER RUNOFF

The gravel, soils and shrub cover on the site currently accepts and absorbs a majority of the stormwater distributed on the site. With an impervious/pervious ratio of 6% the stormwater is retained on-site with exception of runoff near the southwest corner of the lot where the garage and driveway are currently located. With retaining walls on the East side of the lot and on the York Street end, on-site stormwater detention is achieved with the exception of the previously mentioned driveway. As is shown on the attached sketch, the stormwater that does exit the site does so via sheet flow down the existing drive into the gutter line of York Street then into the City's stormwater underdrain system via the catch basin near Park Street. The stormwater system in York Street is a 12-inch diameter concrete underdrain type "C" pipe. The stormwater then flows southeasterly in the 12-inch underdrain towards Park Street.

With the creation of 7706 square feet non-vegetated impervious surfaces no stormwater permits are required for this project. The stormwater quality and quantity will be attained with a simple catch basin system fitted with a Casco Trap. A full report is included in this package.

EROSION CONTROL

Erosion control will be achieved with the use of silt fences; silt bags or DEP approved erosion mix banking. The details of their installation and use are shown on the included plans.

LIGHTING

Outside lighting will be limited to fixtures attached to the building as indicated on the included plans. The light fixtures originally shown on preliminary plans were omitted due to adequate lighting on Guilford Court and the planned fixtures on the building.

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LANDSCAPING

Landscaping has been designed in harmony with the City of Portland Technical Standards and recommendations from Jeff Tarling, City of Portland Arborist. The landscaping plan reflects changes and plant recommendations from Mr. Tarling and is greatly appreciated. The final selections of specific plant types will be determined at a time when availability and size selection from local nurseries are known. Final selections will be sent to the City of Portland as soon as they are selected.

PLANS

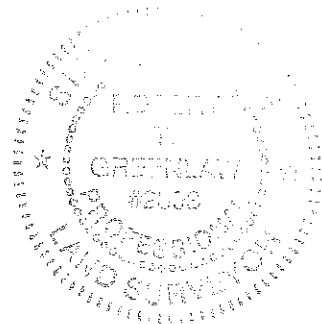
A complete set of plans depicting the proposed changes and enhancements to site are included within this package.

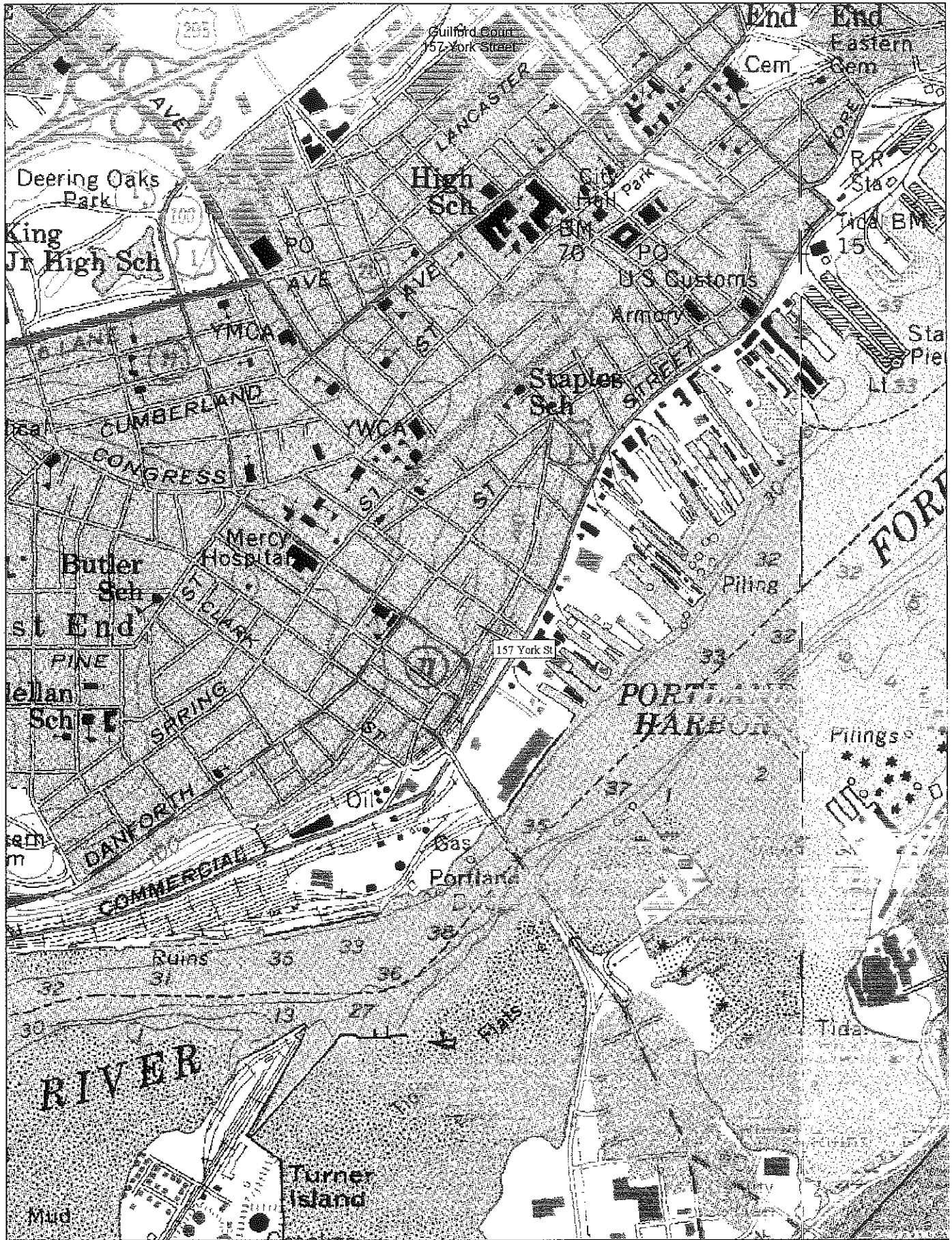
Sincerely,

Robert T. Greenlaw, PLS.



President,
Back Bay Boundary, Inc.



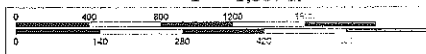


DELORME

Scale 1 : 12,800

1" = 1,067 ft

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 Zoom Level: 14-0 Datum: NAD27



570

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STORMWATER REPORT

Introduction

Back Bay Boundary, Inc. has been retained to prepare plans for a proposed 8-unit multi family building on York Street and Guilford Court in Portland, Maine. The development will consist of an approximately 3136 square foot footprint structure with an associated parking lot for 9 parking spaces. Bituminous walks are proposed to gain foot access to various entrances of the building.

Development Description

The site comprises 9814.5 square feet of privately owned property in Portland, Maine. Photos depicting the conditions of the site are included in this package as well as the existing conditions being shown on the included plan. The project site currently includes an approximately 396 square foot garage and an encroaching shed on the west side of the parcel, both which are in the process of being removed. A small area 10 feet wide and 35 feet deep to the West of the garage is currently covered in broken pavement in very poor condition.

Surface Water and Down Stream Water Bodies.

There are no lakes, ponds or water bodies located on, adjacent to or downstream of the project site.

General Topography

The site currently slopes from Guilford Court to York Street in a fairly uniform fashion, with the previously mentioned garage near the southwest corner of the site. The slope average is approximately 7% towards York Street stopping at a 4-foot high concrete wall at the back of the brick sidewalk on York Street. Concrete and stone walls line half the site on the East side as well as chainlink fences on both sides. Assumed elevations ranges from 73 feet at Guilford Court to 64 feet at the concrete wall on York Street. The average elevation of the brick walk on York Street ranges from 63.5 feet at the southwesterly corner of the site to 60 feet at the abutters building at the southeasterly corner of the site. No wetlands or drainage courses exist on the site.

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Alterations to existing land cover

Changes to the site include the removal of brush and debris, the removal of the garage and encroaching shed and the removal of the 4-foot high concrete retaining wall on York Street.

Modeling Assumptions

The stormwater analysis evaluates the stormwater runoff rates for the post-development conditions.

Soil conditions are assumed to be Hydrological Group A, based on the Cumberland County Medium intensity Soil Study. A mixture of Hinckley (HIB) gravelly sandy loam 3 to 8 percent slopes on the study area.

Hydro CAD®7.00 software was utilized to access the stormwater system being proposed for the site.

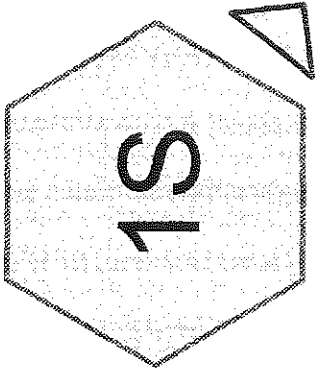
The Rational method of computation was utilized to match the simplicity of this small site. As can be seen in the following pages the 24 hour, 25-year event was used in the calculations. The proposed paved parking and the 10-inch PVC drainpipe will be adequate for this site. During the 24-hour duration storm the maximum outflow is calculated to be 0.39 cfs. This is well within the City of Portland's Technical specifications of a minimum flow rate of 3.0 feet per second.

As required by the City of Portland Technical Standards a Drainage Maintenance Agreement and Drainage Easement will be entered into with the City of Portland. As is shown on the attached plans and the noted in the following Drainage Maintenance Agreement a 10-foot wide by 91-foot long easement will be given to the City of Portland and made a condition of the site plan approval.

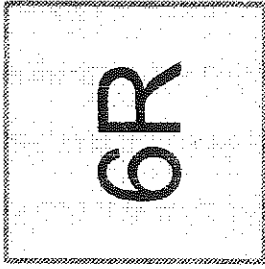
Maintenance of System

The applicant and the assigned successor or assigns, shall maintain the stormwater system after the construction is complete.

It is recommend at a minimum, the sediment that accumulates in the sump of the catch basin should be removed when it reaches within 6-inches of the outlet pipe invert, but not less than annually.



PARKING



10pvc



Drainage Diagram for YORKSTUSE

Prepared by HydroCAD SAMPLER 1-800-927-7246 www.hydrocad.net 3/22/2004
HydroCAD® 7.00 s/n 000000 © 1986-2003 Applied Microcomputer Systems

YORKSTUSE

Rainfall Duration=15 min, Inten=5.40 in/hr

Prepared by HydroCAD SAMPLER 1-800-927-7246 www.hydrocad.net

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3/22/2004

Subcatchment 1S: PARKING

Runoff = 0.39 cfs @ 0.09 hrs, Volume= 0.008 af, Depth= 1.32"

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Rainfall Duration=15 min, Inten=5.40 in/hr

Area (sf)	C	Description
3,180	0.98	PAVED PARKING

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, MINIMUM OF TRAVEL

YORKSTUSE

Rainfall Duration=15 min, Inten=5.40 in/hr

Prepared by HydroCAD SAMPLER 1-800-927-7246 www.hydrocad.net

HydroCAD® 7.00 s/n 000000 © 1986-2003 Applied Microcomputer Systems

3/22/2004

Reach 6R: 10pvc

[52] Hint: Inlet conditions not evaluated

Inflow Area = 0.073 ac, Inflow Depth = 1.32"
inflow = 0.39 cfs @ 0.09 hrs, Volume= 0.008 af
Outflow = 0.39 cfs @ 0.11 hrs, Volume= 0.008 af, Atten= 0%, Lag= 1.2 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Max. Velocity= 7.9 fps, Min. Travel Time= 0.2 min

Avg. Velocity = 6.2 fps, Avg. Travel Time= 0.3 min

Peak Depth= 0.12' @ 0.10 hrs

Capacity at bank full= 8.40 cfs

Inlet Invert= 62.83', Outlet Invert= 52.77'

10.0" Diameter Pipe n= 0.011 Length= 95.5' Slope= 0.1053 '/'

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DRAINAGE MAINTENANCE AGREEMENT

In consideration of the approval granted by the Planning Board of the City of Portland to a plan entitled " *Subdivision /Condominium Plan of Guilford Court an 8-Unit building at 157 York Street Portland, Maine for Wayne Barker and Tasha Voseburgh*" Dated 11-07-2002, signed 02-04-2004 and prepared by Back Bay Boundary, Inc, and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street Portland, Maine and or recorded in the Cumberland County Registry of Deeds in Plan Book_____, Page _____ and pursuant to a condition thereof, Tasha Voseburgh and Wayne Barker of 34 Park Street Portland, Maine, owners of the subject premises, does hereby agree, for themselves, successors and assigns, (the Owner) as follows:

That it will at its own cost and expense and at all time in perpetuity, maintain in good repair and proper working order the surface water drainage system and easement as shown on said plans, including but not limited to the catch basin and outlets therefrom, for the benefit of the said City of Portland, all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland may, by its authorized agents or representatives , enter upon said premises or any of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said surface water drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of the Agreement of enlarging the capacity of said surface water drainage system for any other reason whatsoever.

This Agreement shall bind the undersigned only so long as retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this _____ day of _____, 2004.

By: _____

Its _____

STATE OF MAINE
CUMBERLAND, §.

_____, 2004

Personally appeared the above-named _____
And acknowledged the foregoing instrument to be his/her/their free act and deed in said capacity, and the free act and deed of said _____

Before me,

Notary Public/Attorney at Law
Print Name:

BACK BAY BOUNDARY, INC.
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Staff Review, Consultant Review and Responses

1. Development Review Application, Planning Dept. Processing Form Engineering Copy. 12-10-2003

Comment: The proposed site catch basin connects to the City Storm Drain, in York Street, by way of a proposed underdrain. The plans need to specify the size of the proposed underdrain and material composition. The proposed connection in York Street will require excavation of the existing brick sidewalk and removal of existing granite curbing, as well as pavement removal in street. As such, the plans need to specify the proposed limits of excavation and repair within the City right of way.

Response: A storm water profile of the underdrain is included in the detail sheet of the plan package. A 10-inch P.V.C. pipe will be used. An area of excavation and repair was delineated on Sheet 2 of 3 " Proposed Site Utilities and Drains Guilford Court".

Comments from Rick Knowland Senior Planner City of Portland 02-11-2004

Comment: Decrease the width of the parking lot driveway from 27.89 feet to 24 feet. The remainder can be split between side yard landscape buffers for the parking lot.

Response: Decreased width and split remainder. Extra width of side yard landscape buffer exceeds recommended snow storage area of 4 feet.

Comment: The footprint of the porches sticking out of the building needs to be shown on the site plan.

Response: Porches added to site plan.

Comment: The site plan should show detail spec. for the timber guard rail and dumpster enclosure. It will have to be solid screen on all four sides.

Response: Details added to "Detail Sheet of Plans."

Comment: A subdivision recording plat will need to be prepared. See sec. 14-496 (b). The plat should indicate the number of dwelling proposed.

Response: A separate sheet was added to the plan package including a signature block for the Planning Board.

BACK BAY BOUNDARY, INC.

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Comment: Site plan indicates post mounted lights. Indicate on plans where they will be located and mounting height. Submit catalog cut of the light fixture with specs. We will need photometric info. Superimposed on the plan depending on what you are proposing for a fixture. Fixtures should have cutoff features.

Response: All light fixtures in the parking lot were omitted. The current lights on Guilford Court will be sufficient as will lights mounted on the building.

Comment: Aside from landscaping shown on the plan areas, ground cover material should be shown on the plan such as grass for lawn areas, blacktop for parking etc.

Response: Hatching to indicate grass, blacktop etc. was added to the Landscape Plan.

Comments from Thomas A. Errico, P.E. Senior Transportation Engineer, Wilbur Smith Associates 59 Middle Street Portland, Maine 02-19-2004

Comment: Guilford Court is narrow and any work specified by the proposed project should not negatively impact the width of the street. Accordingly, the proposed curb islands should be eliminated.

Response: The islands were eliminated in favor of curbs ending at entrance. A section of timber guardrail is proposed to delineate the entrance and separate Guilford Court from the project.

Comment: An explanation should be provided that specifies whom currently parks on the project site. Whether there are any prior site approval conditions relative to parked vehicles, and will there be any displaced vehicles and where will the displaced vehicles park?

Response: The cars that are found on the site at this time are guests of the applicants who live at the corner of Guilford and Park Street. As they are guests only they will not be displaced.

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Comments from Jim Seymore-Development Review Coordinator, Sebago Technics. 02-20-2004.

1. Comment: Stormwater Management,
 - A. No stormwater management plan was submitted. A letter of capacity or approval from the City to connect drainage to the storm sewer should be submitted. Stormwater calculations should be provided to the City for review with the appropriate size. Typically the minimum pipe size is 10-inches.
 - B. A back flow prevention valve should be installed on the downstream side of the drainage system of the floor drain for lower levels of the building to suppress possible backups from the drainage system.
 - C. The property along the East side of the property where the drainage system is proposed shall be preserved in a 10-foot drainage easement. Furthermore, the owner shall enter into a drainage maintenance agreement with the City for tying into the storm drain.

Responses:

- A. See the stormwater plan submitted with this package. Hydro CAD® 7.00 calculations are attached.
- B. A backflow valve is called for on the utility plan.
- C. An easement area is shown on the Subdivision Plan and a Maintenance Agreement is included in this package.

2. Comment: Road Access/Circulation

- A. Based on the plan, the center isle is 27.89 feet wide. It should be 24 feet.
- B. The existing driveway accessing the Guildford Court cut will require surfacing with pavement or appropriate stable surface or Park St. to the site.
- C. The plan indicates a walkway from the rear of the site to York St. Dimensions as well as type of surface and details are needed.

Responses:

- A. See response to same comment above.
- B. The neighborhood meeting had a response that indicated they did not want paving; the applicant desires a stone dust or other surface.
- C. On the detail sheet the section for the walk and trench show the requested information.

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3. Comments: Grading/Erosion

- D. In order to protect against the migration of floatables into the municipal stormwater system, the proposed catch basin should have a Casco Trap installed.
- E. The plans do not indicate erosion control measures that will be employed during construction.

Responses:

- A. A Casco Trap is called for on the plans with detail thereof on the detail sheet.
- B. A silt fence line was added to the "Site Utilities and Drain Plan"

4. Comments: General

- A. The buffering between the properties and this site has been shown on a plan, but no details are given. Please continue to coordinate with the planning staff on this issue.
- B. The proposed development will require a letter from the City Of Portland, Public Works Department, stating there is sufficient capacity in the municipal sewer system to accommodate this development, as well as a letter from the Portland Water District for available water.

Responses:

- A. A landscaping plan was developed under recommendations from Mr. Jeff Tarling City Arborist.
- B. Letters from both Public Works and the Portland Water District have been received.

5. Details

Comments in this section were repeated in the above comments. See the detail sheet of the plan package.

BACK BAY BOUNDARY, INC.
Land Surveying

March 20, 2004

Mr. Paul Dupree
Central Maine Power
162 Canco Road
Portland, Maine 04103

Subject: Guilford Court
A Condominium
157 York St.
Portland, Maine

Letter of Ability to Serve

Dear Mr. Dupree:

Tasha Voseburgh and Wayne Barker have retained the professional services of Back Bay Boundary, Inc. and Port City Architecture to prepare the necessary documents and plans for the construction of a mixed residential/condominium 8 unit multi-family dwelling. The proposed dwelling is located at 157 York Street and on Guilford Court in Portland, Maine.

Tasha Voseburgh and Wayne Barker are proposing to construct a 3087 Sq. Ft. Footprint, 3 story, structure with the following components:

4- 780 Sq.Ft. 1 bedroom rental apartments on the first floor.

2 - 1568 Sq. Ft. 2 bedroom condominiums on the second floor.

2-1568 Sq. Ft. 3 bedroom condominiums on the third floor.

Underground electric service is planning to be installed to the site from Guilford Court. An existing utility pole will be the point of connection with Central Maine Power design guidelines being utilized. A scaled down plan has been enclosed.

In support of the application being made to the reviewing authorities, we are writing to request a letter indicating the ability of Central Maine Power to Company to serve the project.

In addition we would like to receive any additional information as to any easements that you may require and any other information you may believe would be useful as this project proceeds.

We appreciate the consideration you give to this project. Please contact this office should you have questions, concerns or comments.

Sincerely,

Robert T.Greenlaw, PLS
Back Bay Boundary, Inc.

Enclosure

CC: Tasha Voseburgh-Wayne Barker

BACK BAY BOUNDARY, INC.
Land Surveying

March 20, 2004

Mr. Troy McDonald
Engineering
Verizon
5 Davis Farm Road
Portland, Maine 04103

Subject: Guilford Court
A Condominium
157 York St.
Portland, Maine

Letter of Ability to Serve

Dear Troy:

Tasha Voseburgh and Wayne Barker have retained the professional services of Back Bay Boundary, Inc. and Port City Architecture to prepare the necessary documents and plans for the construction of a mixed residential/condominium 8 unit multi-family dwelling. The proposed dwelling is located at 157 York Street and on Guilford Court in Portland, Maine.

Tasha Voseburgh and Wayne Barker are proposing to construct a 3087 Sq. Ft. Footprint, 3 story, structure with the following components:

4- 780 Sq.Ft. 1 bedroom rental apartments on the first floor.

2 - 1568 Sq. Ft. 2 bedroom condominiums on the second floor.

2-1568 Sq. Ft. 3 bedroom condominiums on the third floor.

Underground electric service is planning to be installed to the site from Guilford Court. An existing utility pole will be the point of connection with Central Maine Power design guidelines being utilized. A scaled down plan has been enclosed. I would assume that Verizon would utilize the same trench should CMP approve our selection of service connection. The site fronts on York Street where there overhead lines already in place.

In support of the application being made to the reviewing authorities, we are writing to request a letter indicating the ability of Verizon to serve the project.

In addition, we would like to receive any additional information as to any easements and connection fee estimates that you may require and any other information you may believe would be useful as this project proceeds.

We appreciate the consideration you give to this project. Please contact this office should you have questions, concerns or comments.

Sincerely,

Robert T.Greenlaw, PLS
Back Bay Boundary, Inc.

Enclosure

CC: Tasha Voseburgh-Wayne Barker

BACK BAY BOUNDARY, INC.
Land Surveying

March 20, 2004

Northern Utilities Natural Gas
1075 Forest Ave.
Portland, Maine 04103

Subject: Guilford Court
A Condominium
157 York St.
Portland, Maine

Letter of Ability to Serve

Tasha Voseburgh and Wayne Barker have retained the professional services of Back Bay Boundary, Inc. and Port City Architecture to prepare the necessary documents and plans for the construction of a mixed residential/condominium 8 unit multi-family dwelling. The proposed dwelling is located at 157 York Street and on Guilford Court in Portland, Maine.

Tasha Voseburgh and Wayne Barker are proposing to construct a 3087 Sq. Ft. Footprint, 3 story, structure with the following components:

4- 780 Sq.Ft. 1 bedroom rental apartments on the first floor.

2 - 1568 Sq. Ft. 2 bedroom condominiums on the second floor.

2-1568 Sq. Ft. 3 bedroom condominiums on the third floor.

Underground natural gas lines already exist under York Street in front of our site. We were told in previous conversations that gas would be made available to our project. With a street opening planned to tie into the storm water system a combined trench/street opening might be advantageous. A scaled down plan has been enclosed.

In support of the application being made to the reviewing authorities, we are writing to request a letter indicating the ability of Northern Utilities Natural Gas to serve the project.

In addition we would like to receive any information as to any additional easements that you may require and any other information you may believe would be useful as this project proceeds.

We appreciate the consideration you give to this project. Please contact this office should you have questions, concerns or comments.

Sincerely,

Robert T.Greenlaw, PLS
Back Bay Boundary, Inc.

Enclosure

CC: Tasha Voseburgh-Wayne Barker

BACK BAY BOUNDARY, INC.
Land Surveying

March 20, 2004

Mr. Frank Brancley
City of Portland
Department of Public Works
55 Portland St.
Portland, Maine 04101

Subject: Guilford Court
A Condominium
157 York St.
Portland, Maine

Letter of Ability to Serve

Dear Frank:

Tasha Voseburgh and Wayne Barker have retained the professional services of Back Bay Boundary, Inc. and Port City Architecture to prepare the necessary documents and plans for the construction of a mixed residential/condominium 8 unit multi-family dwelling. The proposed dwelling is located at 157 York Street and on Guilford Court in Portland, Maine.

Tasha Voseburgh and Wayne Barker are proposing to construct a 3087 Sq. Ft. Footprint, 3 story, structure with the following components:

4- 780 Sq.Ft. 1 bedroom rental apartments on the first floor.

2 - 1568 Sq. Ft. 2 bedroom condominiums on the second floor.

2-1568 Sq. Ft. 3 bedroom condominiums on the third floor.

I am writing to request a letter of capacity for the storm water system at the above project. We are proposing to connect to the 12-inch Type "C" underdrain in York Street. As can be seen on the enclosed calculations the expected 24-hour, 25 year peak runoff for this site is minimal. The proposed parking lot we will be draining is 3180 sq. ft. of paved surface. It will drain into a Type "E" catch basin with an outlet of 10-inch P.V.C.

In support of the application being made to the reviewing authorities, we are writing to request a letter indicating the ability of the underdrain system to serve the project.

We appreciate the consideration you give to this project. Please contact this office should you have questions, concerns or comments.

Sincerely,

Robert T.Greenlaw, PLS
Back Bay Boundary, Inc.

Enclosure

CC: Tasha Voseburgh-Wayne Barker



CITY OF PORTLAND

20 January 2004

Mr. Robert T. Greenlaw, P.L.S.,
Back Bay Boundary, Incorporated,
65 Newbury Street,
Portland, Maine 04101

**RE: The Capacity to Handle Wastewater Flows, from 155 to 159 York Street,
Portland, Maine, Site of a Proposed Apartment Building.**

Dear Mr. Greenlaw:

The existing thirty-six inch diameter egg shaped brick sanitary sewer pipe, in York Street has **adequate capacity to transport**, while The Portland Water District sewage treatment facilities, located off Marginal Way, have **adequate capacity to treat** the anticipated increased wastewater flows of **1,440 GPD**, from your proposed development.

Anticipated Wastewater Flows from the Proposed Apartment Building:

8 Proposed Apartments @ 180 GPD/Apartment	= 1,440 GPD
Total Proposed Increase in Wastewater Flows for this Project	= 1,440 GPD

The City combined sewer overflow (C.S.O.) abatement consent agreement (with the U.S.E.P.A., and with the Maine D.E.P.) requires C.S.O. abatement, as well as storm water mitigation, in order to offset any increase in sanitary flows, from all projects.

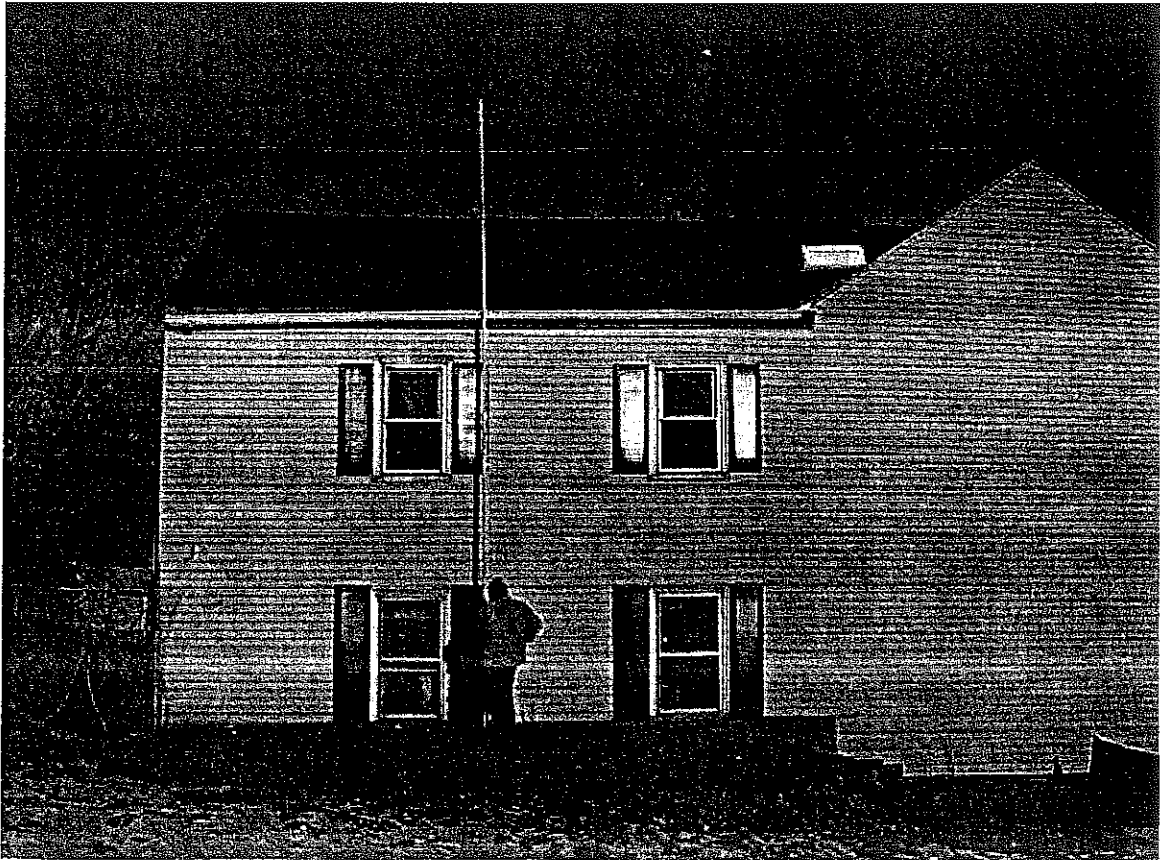
If The City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

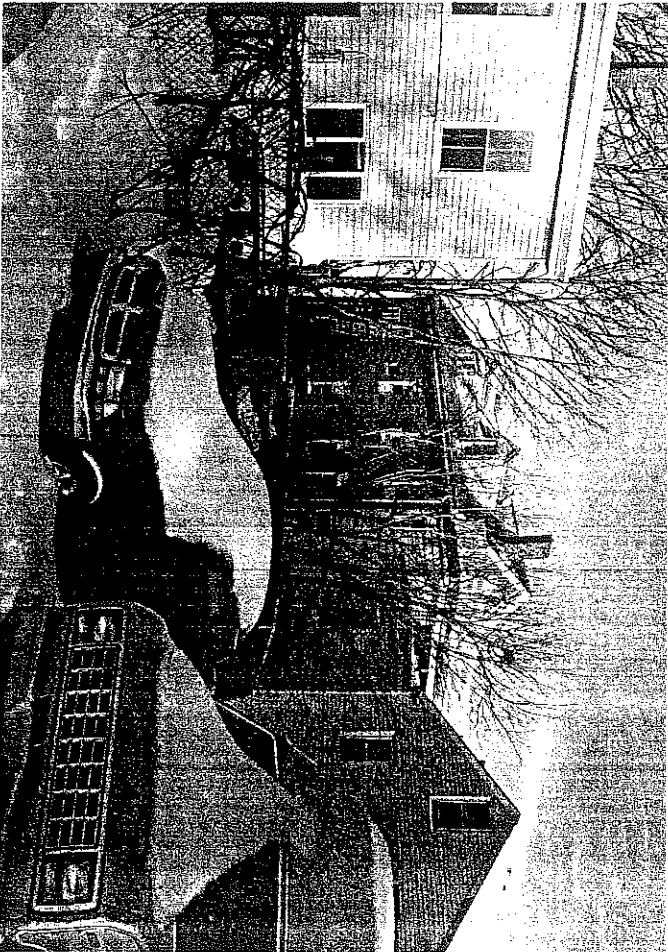
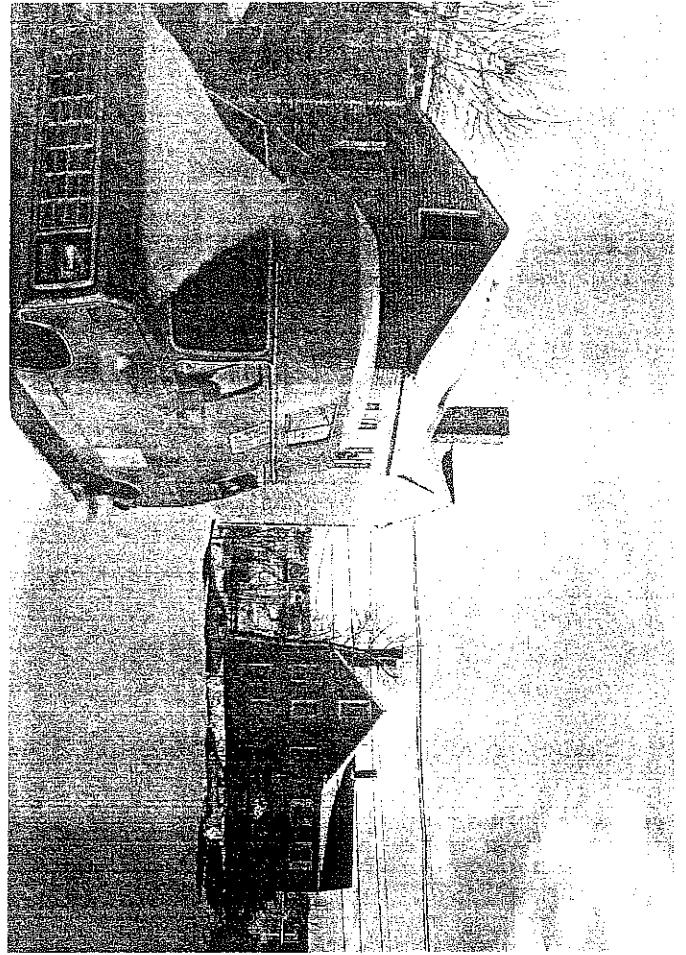
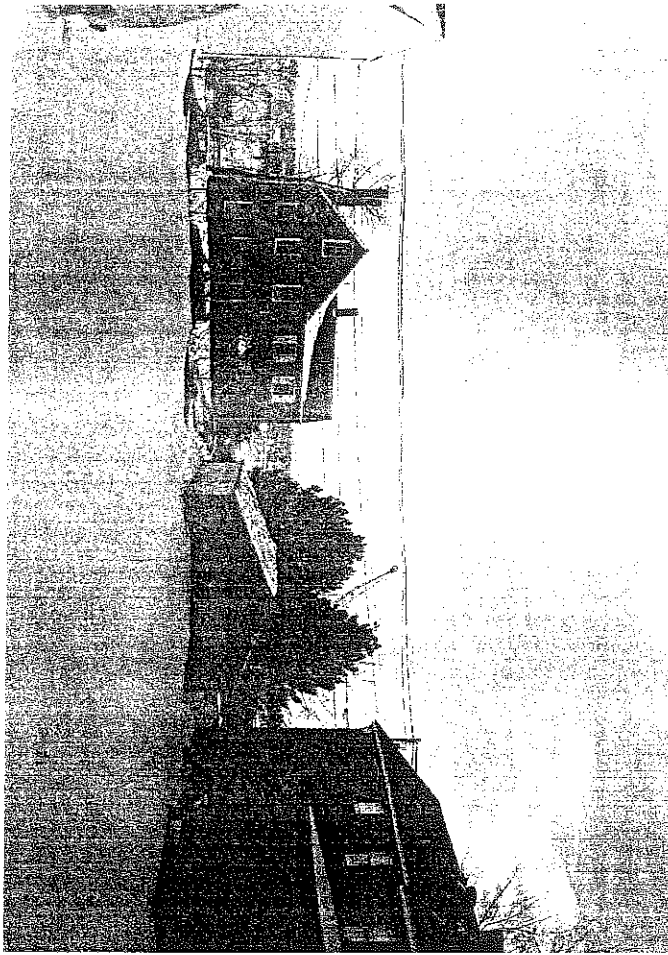
Frank J Brancely, B.A., M.A.
Senior Engineering Technician

FJB

cc: Alexander Q. Jaegerman, Director, Planning Division, Department of Planning, and Urban Development, City of Portland
Richard Knowland, Senior Planner, Department of Planning, and Urban Development, City of Portland
Eric Labelle, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Anthony W. Lombardo, P.E., Project Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Todd Merkle, Field Inspections Coordinator, City of Portland
Desk file



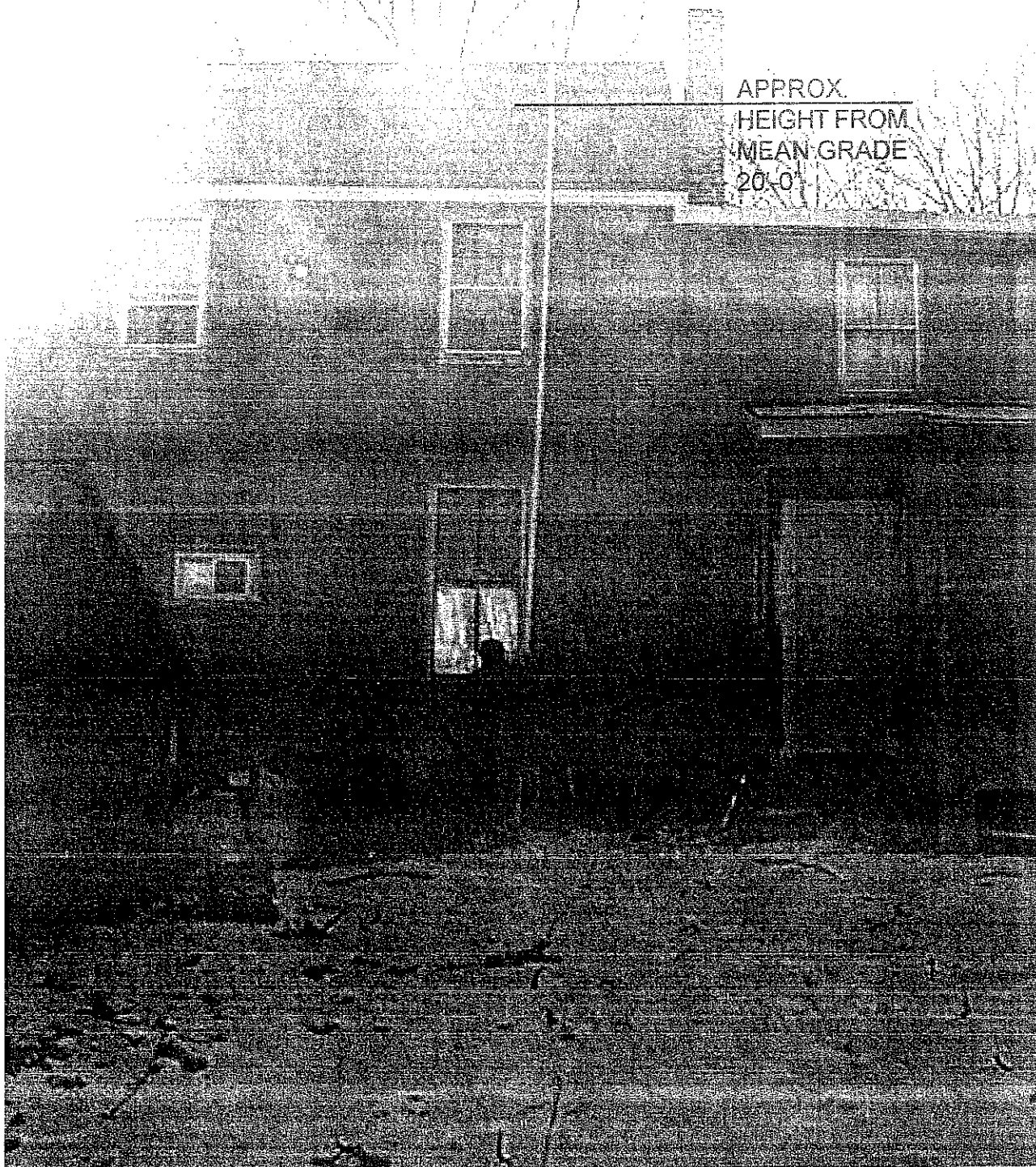
157 York Street



BARKER 8-UNIT
PROJECT # 03126
GUILFORD COURT

South abutler
157 York Street
Portland, Maine

APPROX.
HEIGHT FROM
MEAN GRADE
20'-0"



From: "WAYNE BARKER" <waynebarker@msn.com>
To: "Rick Knowland " <RWK@portlandmaine.gov>
Date: Mon, Jul 12, 2004 12:20 PM
Subject: Re: Guilford Court

Rick, As to your item #2, message on July 9, the total dimensions added up to more than 73.75 feet because the board wanted to see set backs between buildings.

Bob revised the measurements friday to show set backs from the property lines. The actual side yard dimensions are 13.57(west yard) 49.0(building) 11.18 (east yard) for a total of 73.75 feet. These are the measurements taken at the Front of the lot along York St. The site is irregular in shape and the Building to the East has an irregularly constucted foundation so the distances vary depending on where the measurements are taken.

All plans should be consistent as the building has not changed size and the side yards vary with the lot widths but in our favor, they increase as you move towards the rear of the building.

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

From: Rick Knowland <mailto:RWK@portlandmaine.gov>
To: waynebarker@msn.com<mailto:waynebarker@msn.com>
Cc: backbayboundary@cs.com<mailto:backbayboundary@cs.com>
Sent: Monday, July 12, 2004 6:59 AM
Subject: Re: Guilford Court

Wayne, Thanks for dropping off the material this morning. I have the following comments.

1. I am confused by the revised subdivision plan. Along the northerly property line, I see notations of 11.5 ft., 11.0 ft., and 11.18 ft. Please explain in writing what these numbers are. Are they between buildings, setback from the property line? I also see 13.57 ft. on the southerly side. Please explain what this number is. Also address my comment #2. We need to make sure that the building is not too wide for the site inlight of 73.74 ft. frontage and 74.25 ft. rear width. I believe you are ok but the plan is not clear. Please explain in writing. It may be that you'll need to better label the numbers to explain what they are.

2. Make sure the site utilities plan and landscaping plan are consistent with the subdivision plan in terms of setbacks.

Also before sending me any new material on the above comments please call me first before submitting.

It would be helpful to address the above issues by tomorrow since I'll be away from the office starting on Wednesday for the remainder of the week. The performance guarantee should be submitted to Jay Reynolds in my absence.

"WAYNE BARKER" <waynebarker@msn.com<mailto:waynebarker@msn.com>> 07/09 1:59 PM >>>
Good Morning Rick,

On item 4, executed drainage maintenance agreement, I assume you are looking for a notarized copy. I can get a signed copy to you this afternoon. Is it acceptable as written? Thanks, wayne

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

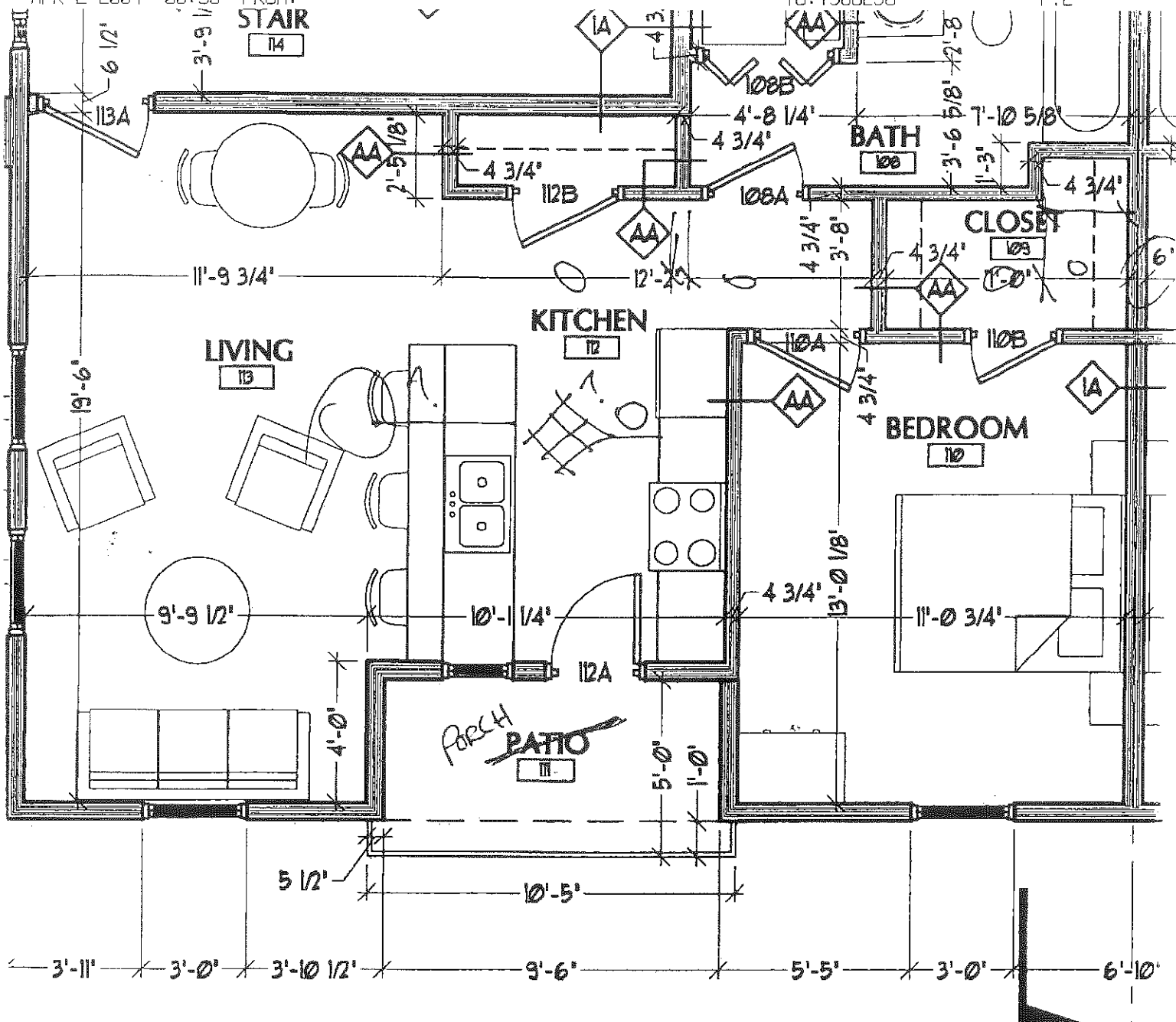
From: Rick Knowland <mailto:RWK@portlandmaine.gov<mailto:RWK@portlandmaine.gov>>
To:
waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com<mailto:waynebarker@msn.com>>>
Cc:

backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com<mailto:backbayboundary@cs.com>>>
Sent: Friday, July 09, 2004 7:04 AM
Subject: Guilford Court

Wayne and Bob, I've reviewed the revised plans submitted on July 8th and have the following comments.

1. On the landscaping and contour plan on note #8, please eliminate the word "current". Otherwise it sounds like you intend to change the plan.
2. Recording plat and other plans. The zoning sideyard and setbacks have been correctly revised. However as I look at the site plan, the building width is 49 feet, the sideyards are 11.5 feet and 13.5 feet. Add these numbers up and you get 74 feet. The street frontage is 73.75 feet while the rear lot line is indicated as 74.25 feet. You need to indicate that the width of the lot is 74 feet where the building is or decrease the width of the building by a minimum of .25 feet. Please advise how this is going to be addressed.
3. Hopefully Jim Seymour has been in touch with with Bob to go over the spec. details. Otherwise Bob should call Jim.
4. We are awaiting an executed drainage maintenance agreement. If you need a model one, please let me know and I'll send you one.

Should you have any questions on this email please contact me.



From: Sarah Hopkins
To: port-web:libbyvalley@[yahoo.com]
Date: Wed, Feb 18, 2004 8:44 AM
Subject: Re: 157 York Street

Thanks for your note. I am forwarding it on to Rick Knowland, who is the Senior Planner working on the project. We'll bring up your questions during our staff meeting this morning. Usually, throughout the City, we require driveways to be paved for improved access, maintainability, and erosion control.
-Sarah

>>> Katherine Searles <libbyvalley@yahoo.com> 02/18 5:43 AM >>>
Hello Sarah Hopkins,

My name is Katherine Searles and I am a neighbor of Wayne Barker who is the owner/developer of 157 York Street. Overall the proposed project looks very good and I feel that it will add to our neighborhood. However, the city has proposed to have Wayne pave Guilford Court which will be the entrance to his project. All of us in the courtyard object to this being paved. Wayne does not own Guildford Court, we all do, therefore we do not understand how the city can make him pave it when he does not own it. Even if it was paved the city will not maintained it due to the fact of it's size. Please look into this and let me know what will happen. As I said the other owners are against this strongly.

Katherine Searles

Do you Yahoo!?
Yahoo! Mail SpamGuard - Read only the mail you want.

CC: Rick Knowland

February 12, 2004

City of Portland, Maine
Planning Division
City Hall, 4th Floor
389 Congress Street
Portland, Maine 04104-3553

Dear Sir/Madam:

Enclosed please find a copy of the notice I recently received pertaining to proposed land use in the City of Portland, ME. Please be advised that Guilford Transportation Industries, Inc. manages real estate matters for several corporations. This response is sent on behalf of the following corporations in reply to your notice which was received on February 9, 2004:

- Boston and Maine Corporation;
- Maine Central Railroad Company;
- Portland Terminal Company;
- Springfield Terminal Railway Company;
- Hudson River Estates, Inc.;
- Delaware River Estates, Inc.; or
- DH Estates, Inc. (formerly Delaware and Hudson Railroad).

As you may well be aware, the railroads listed above receive numerous notices on a daily basis. Based upon the limited time frame existing between the date on which the notice is received and the scheduled hearing date, I respectfully request your cooperation regarding this matter.

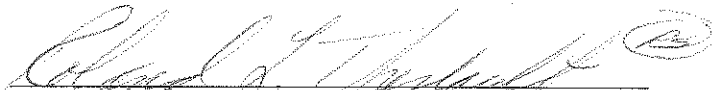
Although the railroads are concerned with each and every notice, there are certain instances which are of particular concern to the railroads. You may be able to advise me if the petition involves land plans showing a crossing of railroad property. Specifically the railroads' concern exists even in the event that your petitioner indicates that it is the holder of a valid railroad crossing. Also, the railroads must be advised if the petition proposes any development within 25' from the centerline of an existing railroad track, even if such development occurs on non-railroad property. As such, petitions for variances from set back requirements can be particularly troublesome.

City of Portland, ME
February 12, 2004
Page Two

Please be advised that this letter should not be construed as a waiver of any other objections which the railroads may have to a proponent's plan. However, the railroads respectfully request your assistance in bringing their attention to any such matters.

Thank you for your anticipated cooperation in this regard.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roland L. Theriault", is written over a horizontal line. To the right of the signature is a circular stamp or seal.

Roland L. Theriault, Vice President - Real Estate

RLT/rjs
Enclosure

D:\DATA\WP\ZONING\MASTERS\MAINE\2004\PORTLAND.Z01

**IMPORTANT NOTICE FROM CITY OF PORTLAND
PLANNING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 157 YORK STREET**

WHAT The Portland Planning Board will hold a workshop to consider a proposal by Wayne Barker to construct an 8-unit multi-family residential development in the vicinity of 157 York Street. Vehicle access for parking will be from Guilford Court. Nine parking spaces are proposed. Land area of the site is 9,814 sq. ft. Zoning for the site is R-6 residential. The development will be reviewed for compliance with site plan and subdivision ordinance. The workshop is an opportunity for the applicant to present a plan to the Planning Board in an informal session which is open to the public. Public comments will be taken at this meeting.

WHEN Tuesday, February 10, 2004
4:00 pm
Council Chambers, City Hall, 2nd Floor

FOR MORE INFORMATION

Plans are available in Portland Planning Division, City Hall, 4th Floor. If you wish to submit written comments, address them to Richard Knowland, Senior Planner, Planning Division, City Hall, 4th Floor, 389 Congress Street, Portland, Maine 04101; by phone at (207) 874-8725 or e-mail at rwk@portlandmaine.gov

ACCOUNTS PAYABLE

FEB - 9 2004



April 7, 2004

Back Bay Boundary, Inc.
Robert T. Greenlaw
65 Newbury St.
Portland, ME 04101

RE: 157 York St, Portland, ME

Dear Mr. Greenlaw,

Natural gas service is available to this property off York St. However final approval is dependent upon receipt of natural gas equipment sizes and specifications. This is a low-pressure natural gas distribution system and the deliver pressure to the new building will be 7 inches water column. Please inform your installer.

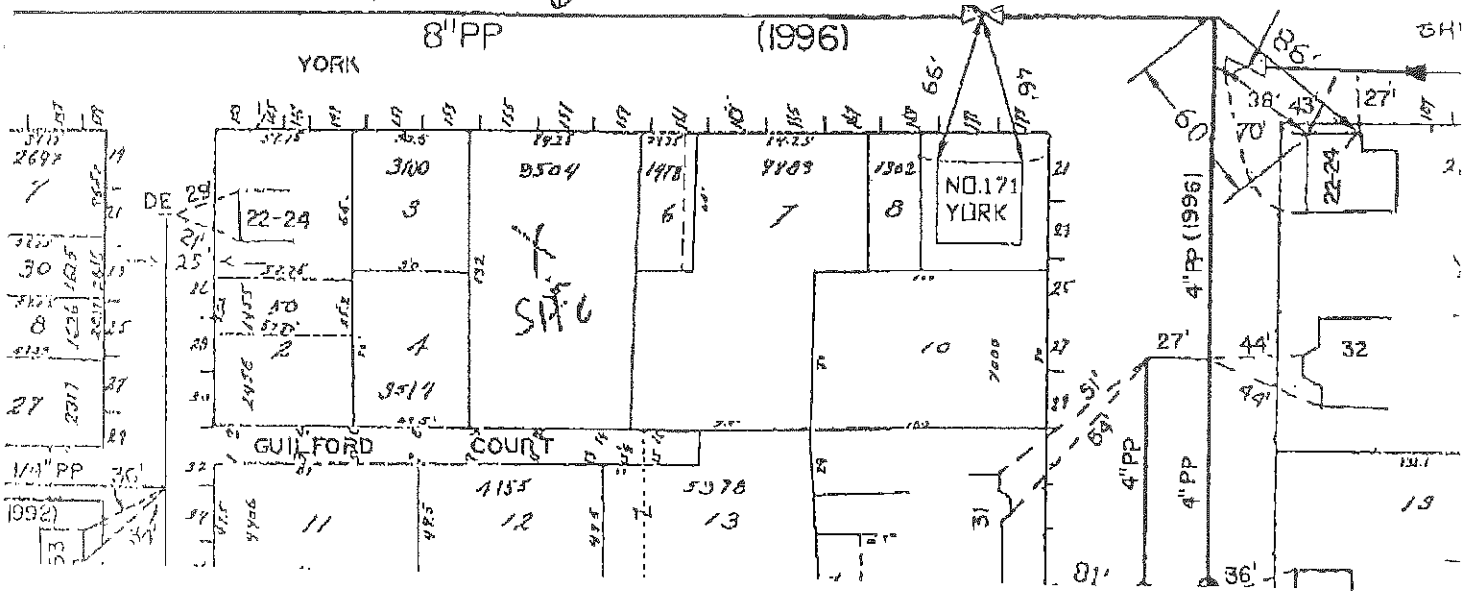
Please forward a utility page of your site plan for the project along with the equipment information for final approval.

If you have any questions, I can be reached at (800) 552-3047, extension #5377.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Dyer".

Pat Dyer Commercial Sales



BACK BAY BOUNDARY, INC.
Land Surveying

GUILFORD COURT

A CONDOMINIUM

157 YORK STREET
PORTLAND, MAINE



Aquarion Engineering Services

222 St. John Street Suite 314

Portland, Maine 04102

Tel. (207) 828-1272 Fax (207) 774-6907

April 6, 2004

Rick Knowland, Planner
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: Guilford Street Development

Dear Rick:

Aquarion Engineering Services has been retained by Back Bay Boundary, Inc. for the sole purpose of reviewing the site drainage plan and stormwater management report for conformance with accepted general engineering practices and local technical design standards.

It is our opinion that the design as presented on the plans dated April 5, 2004 and the stormwater report dated March 22, 2004 are prepared in accordance with the aforementioned criteria.

The stormwater management report has been sealed and signed by Stephen J. Bradstreet, P.E., who personally reviewed the plan and report and attests that in his opinion it meets the requirements of the City of Portland.

If you have any questions, please feel free to give me a call at 828-1272 ext. 12.

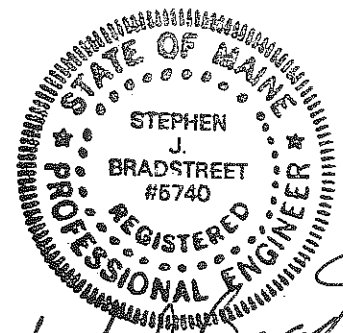
Very truly,

Aquarion Engineering Services

A handwritten signature in cursive script that reads "Stephen J. Bradstreet".

Stephen J. Bradstreet, P.E.

BACK BAY BOUNDARY, INC.
Land Surveying



Stephen J. Bradstreet
4/6/04

STORMWATER REPORT

Introduction

Back Bay Boundary, Inc. has been retained to prepare plans for a proposed 8-unit multi family building on York Street and Guilford Court in Portland, Maine. The development will consist of an approximately 3136 square foot footprint structure with an associated parking lot for 9 parking spaces. Bituminous walks are proposed to gain foot access to various entrances of the building.

Development Description

The site comprises 9814.5 square feet of privately owned property in Portland, Maine. Photos depicting the conditions of the site are included in this package as well as the existing conditions being shown on the included plan. The project site currently includes an approximately 396 square foot garage and an encroaching shed on the west side of the parcel, both which are in the process of being removed. A small area 10 feet wide and 35 feet deep to the West of the garage is currently covered in broken pavement in very poor condition.

Surface Water and Down Stream Water Bodies.

There are no lakes, ponds or water bodies located on, adjacent to or downstream of the project site.

General Topography

The site currently slopes from Guilford Court to York Street in a fairly uniform fashion, with the previously mentioned garage near the southwest corner of the site. The slope average is approximately 7% towards York Street stopping at a 4-foot high concrete wall at the back of the brick sidewalk on York Street. Concrete and stone walls line half the site on the East side as well as chainlink fences on both sides. Assumed elevations ranges from 73 feet at Guilford Court to 64 feet at the concrete wall on York Street. The average elevation of the brick walk on York Street ranges from 63.5 feet at the southwesterly corner of the site to 60 feet at the abutters building at the southeasterly corner of the site. No wetlands or drainage courses exist on the site.

BACK BAY BOUNDARY, INC.
Land Surveying

Alterations to existing land cover

Changes to the site include the removal of brush and debris, the removal of the garage and encroaching shed and the removal of the 4-foot high concrete retaining wall on York Street.

Modeling Assumptions

The stormwater analysis evaluates the stormwater runoff rates for the post-development conditions.

Soil conditions are assumed to be Hydrological Group A, based on the Cumberland County Medium intensity Soil Study. A mixture of Hinckley (HIB) gravelly sandy loam 3 to 8 percent slopes on the study area.

Hydro CAD®7.00 software was utilized to access the stormwater system being proposed for the site.

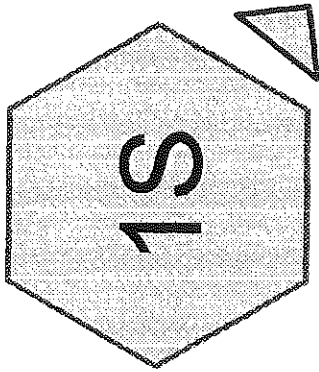
The Rational method of computation was utilized to match the simplicity of this small site. As can be seen in the following pages the 24 hour, 25-year event was used in the calculations. The proposed paved parking and the 10-inch PVC drainpipe will be adequate for this site. During the 24-hour duration storm the maximum outflow is calculated to be 0.39 cfs. This is well within the City of Portland's Technical specifications of a minimum flow rate of 3.0 feet per second.

As required by the City of Portland Technical Standards a Drainage Maintenance Agreement and Drainage Easement will be entered into with the City of Portland. As is shown on the attached plans and the noted in the following Drainage Maintenance Agreement a 10-foot wide by 91-foot long easement will be given to the City of Portland and made a condition of the site plan approval.

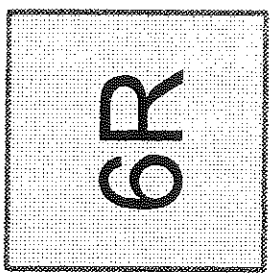
Maintenance of System

The applicant and the assigned successor or assigns, shall maintain the stormwater system after the construction is complete.

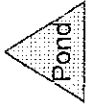
It is recommend at a minimum, the sediment that accumulates in the sump of the catch basin should be removed when it reaches within 6-inches of the outlet pipe invert, but not less than annually.



PARKING



10pvc



YORKSTUSE

Rainfall Duration=15 min, Inten=5.40 in/hr

Prepared by HydroCAD SAMPLER 1-800-927-7246 www.hydrocad.net

HydroCAD® 7.00 s/n 000000 © 1986-2003 Applied Microcomputer Systems

3/22/2004

Subcatchment 1S: PARKING

Runoff = 0.39 cfs @ 0.09 hrs, Volume= 0.008 af, Depth= 1.32"

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Rainfall Duration=15 min, Inten=5.40 in/hr

Area (sf)	C	Description
3,180	0.98	PAVED PARKING

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, MINIMUM OF TRAVEL

YORKSTUSE

Rainfall Duration=15 min, Inten=5.40 in/hr

Prepared by HydroCAD SAMPLER 1-800-927-7246 www.hydrocad.net

HydroCAD@ 7.00 s/n 000000 © 1986-2003 Applied Microcomputer Systems

3/22/2004

Reach 6R: 10pvc

[52] Hint: Inlet conditions not evaluated

Inflow Area = 0.073 ac, Inflow Depth = 1.32"
inflow = 0.39 cfs @ 0.09 hrs, Volume= 0.008 af
Outflow = 0.39 cfs @ 0.11 hrs, Volume= 0.008 af, Atten= 0%, Lag= 1.2 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Max. Velocity= 7.9 fps, Min. Travel Time= 0.2 min

Avg. Velocity = 6.2 fps, Avg. Travel Time= 0.3 min

Peak Depth= 0.12' @ 0.10 hrs

Capacity at bank full= 8.40 cfs

Inlet Invert= 62.83', Outlet Invert= 52.77'

10.0" Diameter Pipe n= 0.011 Length= 95.5' Slope= 0.1053 %

BACK BAY BOUNDARY, INC.
Land Surveying
DRAINAGE MAINTENANCE AGREEMENT

In consideration of the approval granted by the Planning Board of the City of Portland to a plan entitled " *Subdivision /Condominium Plan of Guilford Court an 8-Unit building at 157 York Street Portland, Maine for Wayne Barker and Tasha Voseburgh*" Dated 11-07-2002, signed 02-04-2004 and prepared by Back Bay Boundary, Inc, and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street Portland, Maine and or recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ and pursuant to a condition thereof, Tasha Voseburgh and Wayne Barker of 34 Park Street Portland, Maine, owners of the subject premises, does hereby agree, for themselves, successors and assigns, (the Owner) as follows:

That it will at its own cost and expense and at all time in perpetuity, maintain in good repair and proper working order the surface water drainage system and easement as shown on said plans, including but not limited to the catch basin and outlets therefrom, for the benefit of the said City of Portland, all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland may, by its authorized agents or representatives , enter upon said premises or any of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said surface water drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of the Agreement of enlarging the capacity of said surface water drainage system for any other reason whatsoever.

This Agreement shall bind the undersigned only so long as retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this _____ day of _____, 2004.

By: _____

Its _____

STATE OF MAINE
CUMBERLAND, §.

_____, 2004

Personally appeared the above-named _____
And acknowledged the foregoing instrument to be his/her/their free act and deed in said capacity, and the free act and deed of said _____

Before me,

Notary Public/Attorney at Law
Print Name:



Central Maine Power

March 30, 2004

Mr. Robert T. Greenlaw, PLS
C/O Back Bay Boundary, Inc.
65 Newbury Street
Portland, Maine 04101

RE: Guilford Court

Dear Mr. Greenlaw,

This letter is to advise you that Central Maine Power has sufficient single phase electrical capacity in the area to serve the subject project.

Once the project is accepted by the City of Portland, the owner will need to call our Customer Service Center at 1-800-565-3181 to sign up for a New Account and a Work Request Order so we may start a cost estimate.

To complete the cost estimate I will need the information of what voltage is required, the size of the main disconnect and the kilowatt loads required for the new facility. This information should be provided to me from the electrician or electrical engineering firm.

If you have any questions please feel free to call me at 828-2882.

Sincerely,

Paul DuPerre
Technical Advisor

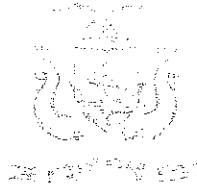
An equal opportunity employer

162 Canco Road | Portland, ME 04103

tel (800) 750-4000

www.cmpco.com

An Energy East Company



CITY OF PORTLAND

20 January 2004

Mr. Robert T. Greenlaw, P.L.S.,
Back Bay Boundary, Incorporated,
65 Newbury Street,
Portland, Maine 04101

**RE: The Capacity to Handle Wastewater Flows, from 155 to 159 York Street,
Portland, Maine, Site of a Proposed Apartment Building.**

Dear Mr. Greenlaw:

The existing thirty-six inch diameter egg shaped brick sanitary sewer pipe, in York Street has **adequate capacity to transport**, while The Portland Water District sewage treatment facilities, located off Marginal Way, have **adequate capacity to treat** the anticipated increased wastewater flows of **1,440 GPD**, from your proposed development.

<u>Anticipated Wastewater Flows from the Proposed Apartment Building:</u>	
8 Proposed Apartments @ 180 GPD/Apartment	= <u>1,440 GPD</u>
Total Proposed Increase in Wastewater Flows for this Project	= 1,440 GPD

The City combined sewer overflow (C.S.O.) abatement consent agreement (with the U.S.E.P.A., and with the Maine D.E.P.) requires C.S.O. abatement, as well as storm water mitigation, in order to offset any increase in sanitary flows, from all projects.

If The City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank J Brancely, B.A., M.A.
Senior Engineering Technician

FJB

- cc: Alexander Q. Jaegerman, Director, Planning Division, Department of Planning, and Urban Development, City of Portland
 Richard Knowland, Senior Planner, Department of Planning, and Urban Development, City of Portland
 Eric Labelle, P.E., City Engineer, City of Portland
 Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
 Anthony W. Lombardo, P.E., Project Engineer, City of Portland
 Stephen K. Harris, Assistant Engineer, City of Portland
 Todd Merkle, Field Inspections Coordinator, City of Portland
 Desk file

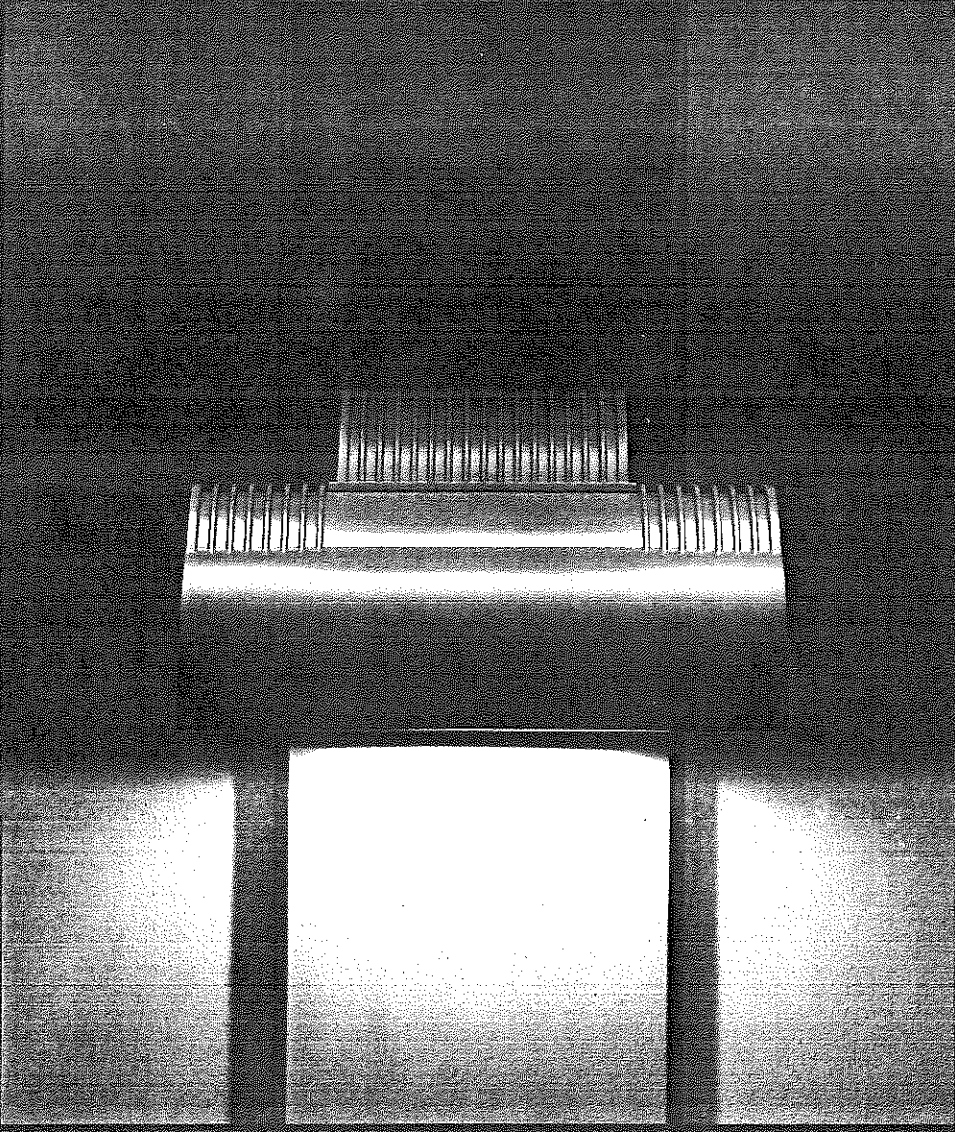
WALL MOUNTED
WD
SERIES



Wall Director®

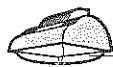
WALL MOUNTED LUMINAIRES

70 - 400 WATT



KIM LIGHTING

7 Optional Polycarbonate Shield:



Polycarbonate Shield

Cat. No.: **LS**

For DOWN fixture models only. Fully gasketed one piece vacuum formed clear UV stabilized polycarbonate shield replaces standard tempered glass lens.

8 Optional Convex Glass Lens:



Convex Lens

Cat. No.: **CGL**

Tempered convex glass lens replaces standard flat lens.

9 Optional Fusing:

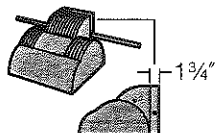
Line Volts:	120V	208V	240V	277V	347V
Cat. No.:	SF	DF	DF	SF	SF

10 Optional Quartz Standby:

Cat. No.: **QS**

Integral electronic device energizes a T-4 mini-can socket during initial lamp start-up or after a power interruption. De-energizes prior to H.I.D. lamp reaching full brightness. T-4 halogen lamp by others; 100W maximum.

11 Optional Surface Conduit Mount:



Cat. No.: **SCM14U** For WD14 fixtures, UP only.

Cat. No.: **SCM14D** For WD14 fixtures, DOWN only.

LANDSCAPE
12/120 VOLT

12 Volt / 120 Volt

Landscape

COMPREHENSIVE CATALOG



KIM LIGHTING

Lamp Mode

Die-Cast Aluminum

Die-Cast Brass

MR16

12 Volt Halogen
20W to 50W

Narrow Spot
Narrow Flood
Flood
Wide Flood



KLV710



Shown in
DB (Dark Bronze)

KLV715



Shown in
NB (Natural Brass)

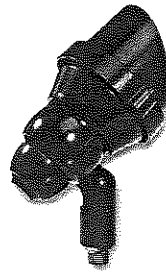
PAR20

120 Volt Halogen
35W to 50W

Narrow Spot
Narrow Flood
Wide Flood

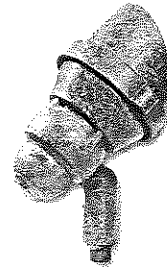


EL720



Shown in
BL (Black)

C725

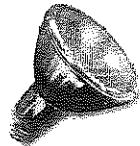


Shown in
VG (Verde Green
Patina)

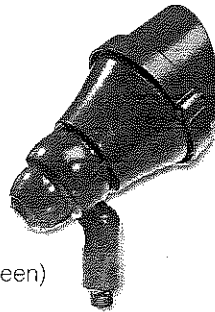
PAR30

120 Volt Halogen
50W to 75W

Narrow Spot
Narrow Flood
Flood

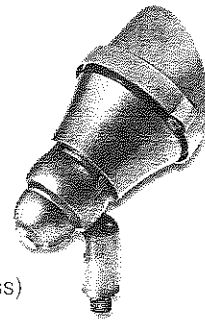


EL730



Shown in
GR (Verde Green)

C735

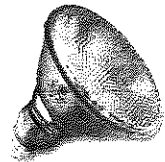


Shown in
NB (Natural Brass)

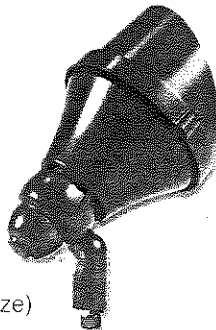
PAR38

120 Volt Halogen
45W to 150W

Narrow Spot
Narrow Flood
Flood
Wide Flood

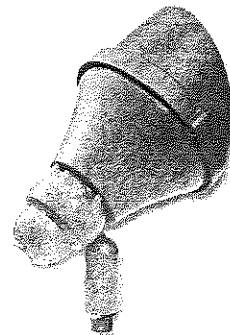


EL740



Shown in
DB (Dark Bronze)

C745



Shown in
VG (Verde
Green Patina)

H.I.D. AVAILABLE

Scarab is also available in a full range of H.I.D. lampings. See the Kim H.I.D. Landscape Catalog for complete details.

FINISHES

BL



DB



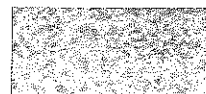
GR



NB



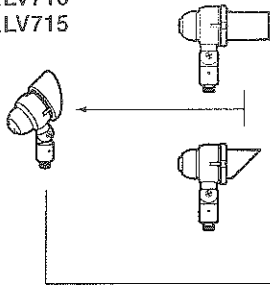
VG



System Options / Mounting Options

12 VOLT

KLV710
KLV715



FGS71¹
Full Glare Shield
See page 13

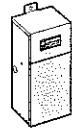
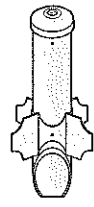
AGS71¹
Adjustable
Glare Shield
See page 13

EP17
PowerPost™
See page 90

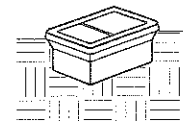
KLV400
Spear
Mount
See page 90

KLV405
Surface
Mount
See page 91

KLV415
Extension
Module
See page 91



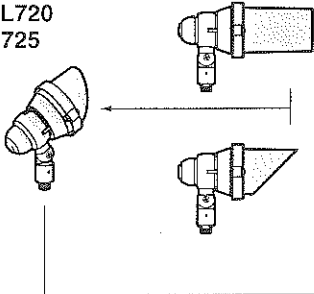
Above Grade
Transformers
See page 92



In-grade
Transformers
See page 93

120 VOLT

EL720
C725

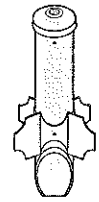


FGS72¹
Full Glare Shield
See page 15

AGS72¹
Adjustable
Glare Shield
See page 15



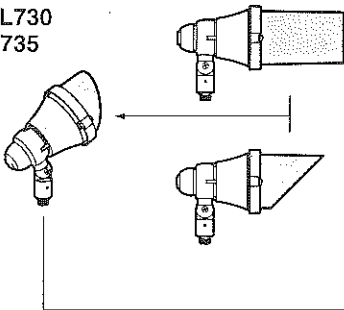
JB1*
Architectural
Junction Box
See page 98



EP17
PowerPost™
See page 98

120 VOLT

EL730
C735

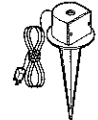


FGS73¹
Full Glare Shield
See page 17

AGS73¹
Adjustable
Glare Shield
See page 17



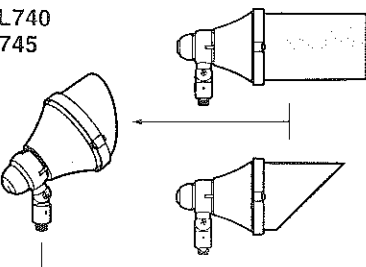
JBR-2*, 3*, 21*, 24*
Brass In-grade
Junction Box
See page 99



J-25N
Portable
Spear Mount
See page 98

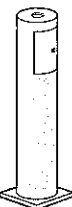
120 VOLT

EL740
C745

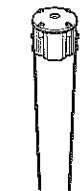


FGS74¹
Full Glare Shield
See page 19

AGS74¹
Adjustable
Glare Shield
See page 19



SM18*
Stanchion Mount
See page 100



JBR30*, JBR32
Brass
In-grade Staked
Junction Box
See page 99



J-27N*
Surface Mount
See page 100



JW*, JWBR*
Architectural
Wall Mount
See page 100

***NOTE:** These mounting options may also be used to hard mount the **KLV710** and **KLV715** low voltage fixtures.

¹Specify Finish

Aluminum Finishes

Black **BL**
Dark Bronze **DB**
Verde Green **GR**

Brass Finishes

Natural Brass **NB**
Verde Green Patina **VG**

DRAINAGE SYSTEM MAINTENANCE AGREEMENT

IN CONSIDERATION OF Site Plan approval granted by the Planning Board of the City of Portland of a plan entitled Condominium Plat for Guilford Court, 157 York Street, Portland, County of Cumberland, Maine dated November 7, 2002, by Back Bay Boundary, Inc. and filed with the City of Portland, Department of Planning and Development, 389 Congress Street, Portland, Maine and pursuant to a condition thereof, Wayne Barker, of Apache Junction, Arizona, the owner of the subject premises, does hereby agree, for himself, his successors and assigns (the "Owner"), as follows:

That I, and my successors, will, at our own cost and expense and at all time in perpetuity, maintain in good repair and in proper working order the surface water drainage system, as shown on said plan, including but not limited to the detention basin(s) and the outlet(s) therefrom. Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said surface drainage system, including but not limited to, detention basin(s) and outlet(s) thereon in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said surface water drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

This Agreement shall bind the undersigned only so long as he retains any interest in said premises, and shall run with the land and be binding upon his successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this 9th day of July, 2004.

Wayne Barker
Wayne Barker

STATE OF MAINE
CUMBERLAND, ss.

Date: July 9th, 2004

Personally appeared the above-named Wayne Barker, and acknowledged the foregoing instrument to be his free act and deed.

Before me, Robert T. Greenlaw
Notary Public/~~Attorney at Law~~
ROBERT T. GREENLAW



SECTION V – STORM WATER MANAGEMENT STANDARDS

FIGURE V-1

(page 1 of 2)

DRAINAGE MAINTENANCE AGREEMENT

IN CONSIDERATION OF _____ approval granted by the Planning Board of the City of Portland to a plan entitled _____, dated _____, 199____, and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine, and pursuant to a condition thereof, _____, a _____ with a place of business at _____, _____, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the surface water drainage system as shown on said plan, including but not limited to the detention basins or basins and the outlet or outlets therefrom, for the benefit of the said City of Portland, all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland may, by its authorized agents or representatives, enter upon said premises or any of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said surface water drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

* Where this Agreement is a condition of subdivision rather than site plan approval, this clause should instead read "and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____."

SECTION V -- STORM WATER MANAGEMENT STANDARDS

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this _____ day of _____, 19__.

By _____
Its _____

STATE OF MAINE
CUMBERLAND, ss.

_____ 199__
Personally appeared the above-named _____
and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free
act and deed of said _____.

Before me,

Notary Public/Attorney at Law

Print name: _____

2-10-04

GUILFORD COURT

Andy Hyland presentation

catchbasin in the parking lot

K.B. good design

question on plantings along the foundation on front

Lee do the porches stick out of the building?

site plan is not consistent includes the porches sticking out of the buildings

how is snow removal ^{to be} handled?

where is snow ^{melted} draining to?

grade question are the elevations accurate

A.H. within 12 inches

Janet T floor plans

now proposing 10 units

M.P. how many parking spaces

Mark does the r-o-w have utilities + access

what ^{minimum} standards were used?

Priscilla Thorn Stratton Place how will it affect parking in

the neighborhood? S.P. has 2 cars per unit

BACK BAY BOUNDARY, INC.

LAND SURVEYING

November 25, 2003

Planning Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101

Written Statement concerning the proposed **Guilford Court**

Guilford Court is a proposed 8 unit multifamily residential dwelling. The proposed dwelling is being designed to reflect the purpose of the current and new R-6 zone. By offering a combination of condominiums and one-bedroom rental apartments, Guilford Court will not only preserve the residential character of the abutting lots but will also try to extend the charm and character of the Park Street neighborhood to York Street.

The current owner of the site, Wayne Barker, acquired the site in July 1997. Described in a Quit Claim Deed recorded in the Cumberland County Registry of Deeds in Book 13221, Page 193, currently this 9814.5 square foot lot is a mostly vacant lot with two addresses. The "front" of the site is located at 157-159 York Street; the "rear" of the site is located at 12-14 Guilford Court.

The site is currently occupied by an unused shed and unused garage. A shed encroaching from the abutting property to the West also encumbers the site as well as a 13-foot by 57-foot access easement benefiting the same parcel.

The current proposal for the site will include the removal of the encroaching shed, the used shed and garage. This will be followed with the construction of a 49' by 69'-3", 3 story wood frame building and a 9-space paved parking lot. The dwelling is currently being considered to consist of 4-two bedroom condominium units on the upper two floors with 4-one bedroom rental units on the first floor. The basement of the proposed dwelling will be the location of the service units and a laundry area. An on-site solid waste receptacle will be located in the proposed parking lot. Current plans call for fencing to screen the receptacle.

As the site is currently comprised of what appears to be a combination of fill and natural soil, an exact makeup of solid waste is difficult to predict at this time. It is estimated that an approximate 700 cubic yards of fill will be removed from the site during the excavation of the foundation hole and parking lot. This fill will be removed and sold to an offsite location.

Site work to prepare the site will consist of the demolition of the previously mentioned buildings and general grubbing to clear the site. As shown on the attached plans adequate utilities are present around the site to minimize disturbance to York Street. As a result of the reconstruction of York Street during the building of the Casco Bay Bridge, a 1-inch copper water line and 4-inch P.V.C. sewer pipe were stubbed out on the York Street side of the site. York Street also contains a 12-inch Type C storm water under drain, a 10-inch natural gas line and a 4-foot by 3-foot sewer main. All of these utilities will be utilized for this project. Utilities located in and on Guilford Court will also be utilized. These utilities include the extension of a 2-1/4 inch water main to the site and the installation of an underground electric line from the existing utility pole as shown on the attached plans.

As the site currently handles all the storm water by containment and absorption the same method will be employed to address any storm water concerns. A catch basin will be installed in the down slope corner of the parking lot to direct storm water to an under drain tied directly into the 12-inch under drain installed in York Street. The remaining storm water will be absorbed in the side yard plantings.

Sewer effluent will be directed off-site via the previously mentioned sewer stub already installed in York Street.

The project is expected to be completed one year from the issuance of building permits.

Regulatory approvals are only expected from City of Portland departments. No State of Maine permits are expected with this project. As access to the site is requested on Guilford Court no State Highways will be accessed. The Portland Water District has provided a letter of capacity for water use. The nearest fire hydrant is plotted on the plans. A fire suppression system is proposed for the dwelling. Fire Marshall, Department of Public Works and Bay State Gas Works letters of capacity are still pending.

Final landscaping will be completed according to City of Portland technical standards. Final selections of plant types will be made prior to the final Planning Board meeting. Arborvitae and select hardwoods are planned as screening for both abutters.

Respectfully Submitted,

Robert T. Greenlaw, PLS
Back Bay Boundary, Inc.

GUILFORD COURT
157 YORK STREET
PORTLAND, MAINE

A
PROPOSED
8-UNIT
RESIDENTIAL
DWELLING

City of Portland
Planning Board Workshop
February 10, 2004

OWNERS OF RECORD:
WAYNE BARKER & TASHA VOSEBURGH

PREPARED BY:

SITE PLANS:
BACK BAY BOUNDARY, INC.
PORTLAND, MAINE

ARCHITECTURAL:
PORT CITY ARCHITECTURE
PORTLAND, MAINE

INCLUSIONS:

Photos of Height Analysis

Sheets A1-A4 Exterior Elevations

- A1 York Street Elevation
- A2 Side Elevation
- A3 Guilford Court Elevation
- A4 Height Analysis View

Sheets 1-3 Site Plans

Sheet 1 Existing Conditions/ Boundary Survey

Sheet 2 Proposed Site Utilities and Drains

Sheet 3 Proposed Landscaping and Contours

Letter of Capacity for Wastewater flows from The City of Portland,
dated January 20, 2004.

SITE

BK13221PG193

041637

QUITCLAIM DEED WITH COVENANT
KNOW ALL MEN BY THESE PRESENTS

MAINE REAL ESTATE TAX PAID

THAT, TACHA VOSBURGH, 34 Park Street, Portland, Maine, in consideration of one dollar and other valuable consideration paid, grants to WAYNE BARKER whose mailing address is 9919 East Apache Trail, Mesa, Arizona 85207, with quitclaim covenant, the land in the City of Portland, County of Cumberland and State of Maine and more specifically described as:

See Exhibit A attached hereto and incorporated by reference.

As part consideration for this conveyance, the Grantee, by his acceptance of this deed, does hereby agree to assume the debt originally to Rosary Larochelle secured by mortgage dated May 18, 1989 and recorded in said Registry in Book 8762, Page 284.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said Wayne Barker, his heirs and assigns forever.

IN WITNESS WHEREOF, I, the said Tacha Vosburgh have hereunto set my hand this 24 day of June, 1997.

Witness, Thomas Jewell

Tacha Vosburgh
Tacha Vosburgh

STATE OF MAINE
COUNTY OF CUMBERLAND

June 24, 1997

Then personally appeared the above-named Tacha Vosburgh and acknowledged the foregoing instrument to be ^{her}his free act and deed.

Before me,
Thomas F. Jewell
Thomas F. Jewell
Maine Attorney-at-Law

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in Portland, County of Cumberland and State of Maine, being the third lot southwesterly from Pack Street on the northwesterly side of York Street and being the same parcel of land conveyed by Herman J. Weber to Brown Company by deed dated April 13, 1920, and recorded in Cumberland County Registry of Deeds, Book 1086, Page 83, said lot or parcel of land being more particularly bounded and described as follows:

Being seventy-four and one-fourth (74½) feet wide on York Street and extending back northwesterly from York Street, keeping the same width, one hundred thirty-two (132) feet; said lot is bounded on the southwesterly side by land now or formerly of Simeon Folsom, northwesterly by Guilford Court, and northeasterly by and now or formerly of Daniel Black.

ALSO hereby conveying all right, title and interest of the Grantor in and to any and all land contained within the bounds of said Guilford Court and all right, title and interest of the Grantor in and to any rights of way in and over said Guilford Court.

Reserving unto the Grantor an easement in a strip of land to be used as a driveway solely and exclusively for the use of the dominant estate and their invitees and such vehicles as needed for maintenance and improvements of both the dominant estate and the easement itself. Said strip of land is to begin at the southeasterly corner of the Grantor's contiguous estate, also known as 161 York Street, and extend thirteen (13) feet east along York Street to a point and thence in a northwesterly direction fifty-six (56) feet parallel to the eastern boundary of the Grantor's contiguous estate to a point and thence 90° westerly for thirteen (13) feet to a point and thence southerly along the easterly boundary of the Grantor's said contiguous estate for fifty-six (56) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the premises conveyed to the Grantor herein by deed of Rosary M. Laroche, dated May 18, 1989 and recorded in said Registry Book 8762, Page 284.

RECEIVED
RECORDED REGISTRY OF DEEDS

1997 JUL 29 AM 11:50

CUMBERLAND COUNTY

John B. O'Brien

Law Offices

Arthur P. Schaefer
449 Forest Avenue
Portland, Maine 04101
Telephone 207-775-2484

Arthur P. Schaefer
Admitted
Maine Bar
New York Bar
Federal Bar

Associate
Peter K. Sampson
Admitted
Maine Bar
Federal Bar

July 1, 1985

Mr. and Mrs. Ralph LaRochelle
151 York Street
Portland, Maine 04101

RE: Guilford Court

Dear Mr. and Mrs. LaRochelle:

I have received a title report on Guilford Court, but it raises many more questions than it answers. Based on the information now at my disposal, therefore, my conclusion is that without a court action to establish title to the court in you, you cannot assert ownership of Guilford Court. I stress, however, that no one else can either. While it is true that under the law all real estate is always owned by somebody, in the case of Guilford Court we cannot determine who that somebody is without going to the lengths set out below.

As you know, the City of Portland regards Guilford Court as unaccepted common passageway. It has not been dedicated to the City, the City does not maintain it, and the City does not claim to own it. Research in the Registry of Deeds on your own property was carried back as far as 1864, to which time all of the deeds contained the same language as yours, "all the right, title and interest in and to Guilford Court . . . of which these Grantors may be possessed." What this means is that each Grantor passed along to the next owner all of the ownership rights he may have had in Guilford Court, but it does not guarantee or even say that any given Grantor actually had any ownership interest.

Prior to 1864, Guilford Court is referred to as a "Lane", but no reference was found in any instrument to explain what original parcel of land Guilford Court was taken from. This is true back as far as 1800.

In addition, deeds to and from the Brown Co. "formerly known as Berlin Mills Co.", were investigated. These deeds all seem to mention Guilford Court but none of them clarify what interest the Berlin Co. made then or where it may have come from.


The mystery might yet be solved by a complete title search of your property and all of the other properties in Guilford Court, by a complete search, I mean a search that goes back to the very beginning of deed preparation in New England. This would necessitate searches in the local Registry

and in the York County Registry of Deeds back as far as 1760. A search before that would be done in Massachusetts. I can give you no fair estimate of what such a search would cost, except to say that it would certainly amount to several thousand dollars. I also cannot comment on what the chances of success in a court action are without such a search having been done. This is because such a search might reveal the existence of several different claims to ownership to the court.

If you have questions about any of this, I would be happy to meet with you again to discuss the situation in detail as well as what further steps, if any, you might wish to take.

I have enclosed for services performed to date. This bill reflects all the work that has been done.

Sincerely,


PETER K. SAMPSON

PKS:lsw
Enc.

We are being
TAXED APPROX
\$400 A YEAR FOR
BUILT FOR D COURT

From: Rick Knowland
To: Internet:waynebarker@msn.com
Date: Wed, Jul 7, 2004 12:49 PM
Subject: Guilford Court

Wayne, Except for the homeowners association documents, none of the conditions of approval in the planning board approval letter have been addressed on the submitted site plan. Also we have not received a subdivision recording plat milar. It will need to be signed by the planning board but a number of the conditions of approval need to be referenced on the subdivision plan.

CC: Internet:backbayboundary@cs.com

BK13221PG194

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in Portland, County of Cumberland and State of Maine, being the third lot southwesterly from Park Street on the northwesterly side of York Street and being the same parcel of land conveyed by Herman J. Weber to Brown Company by deed dated April 13, 1920, and recorded in Cumberland County Registry of Deeds, Book 1086, Page 83, said lot or parcel of land being more particularly bounded and described as follows:

Being seventy-four and one-fourth (74 $\frac{1}{4}$) feet wide on York Street and extending back northwesterly from York Street, keeping the same width, one hundred thirty-two (132) feet; said lot is bounded on the southwesterly side by land now or formerly of Simeon Folsom, northwesterly by Guilford Court, and northeasterly by and now or formerly of Daniel Black.

ALSO hereby conveying all right, title and interest of the Grantor in and to any and all land contained within the bounds of said Guilford Court and all right, title and interest of the Grantor in and to any rights of way in and over said Guilford Court.

Reserving unto the Grantor an easement in a strip of land to be used as a driveway solely and exclusively for the use of the dominant estate and their invitees and such vehicles as needed for maintenance and improvements of both the dominant estate and the easement itself. Said strip of land is to begin at the southeasterly corner of the Grantor's contiguous estate, also known as 161 York Street, and extend thirteen (13) feet east along York Street to a point and thence in a northwesterly direction fifty-six (56) feet parallel to the eastern boundary of the Grantor's contiguous estate to a point and thence 90° westerly for thirteen (13) feet to a point and thence southerly along the easterly boundary of the Grantor's said contiguous estate for fifty-six (56) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the premises conveyed to the Grantor herein by deed of Rosary M. Laroche, dated May 18, 1989 and recorded in said Registry Book 8762, Page 284.

RECEIVED
RECORDED REGISTRY OF DEEDS

1997 JUL 29 AM 11:50

CUMBERLAND COUNTY

John B. O'Brien

Access

An existing driveway on York Street will be closed with a curb. Vehicle access to the site will be from Guilford Court, a private right-of-way. Guilford Court is about 200 feet long and connects into Park Street. Guilford Court is only about 14 feet wide but appears to be workable as the driveway for the development. It has a gravel surface. Several other properties use Guilford Court for their access.

Proposed parking is located between the rear of the building and Guilford Court. The parking lot is tight. Nine parking spaces are proposed. Five of the spaces are 9 ft. by 19 ft. while the remainder are only 7.5 ft. by 19 ft. The turning movements are not optimal since vehicles must back out of the parking area into Guilford Court. Staff has suggested a double loaded parking lot layout for this site. It would provide standard size parking spaces with enough room for cars to back out of spaces within the parking lot while providing a 6 foot landscaped buffer on each side of the parking lot.

Utilities

Water and power service (underground) will be provided from Guilford Court. Sewer service will be from York Street.

R-6 Small Lot Zoning Standards

Parking Spaces:	9 spaces proposed, zoning requires 8
Open Space:	All 8 dwellings are planned to have porches or patios per zoning requirements. Specific dimensions on the porches and patios needs to be submitted.
Side Yards:	As of the writing of this report, the site plan shows a 10 foot side yard (easterly) and a 14.6 side yard (westerly). Side yards in the small lot provisions are calculated by adding the sum of the new building height and the existing adjacent building height divided by five. The minimum side yard is calculated between buildings not property lines. Staff will need additional information such as the proposed building height to determine what the allowable zoning side yards will be in this project. Based on this calculation side yards may need to be adjusted.

Exterior Building Design

As of the writing of this report, we have received two façade designs for the proposed building. The initial submission had a Georgian inspired design. This design was replaced by a second design (Attachment B). Although the R-6 Infill Development Principles and Design Standards has not been enacted yet, we have compared the standards to the proposed design. Generally the design includes elements which the standards favor such as gables, a pronounced main entryway, plenty of windows, porches, and trim (windows, doors and corner boards).

SITE

BK 1322 / PG 193

041637

QUITCLAIM DEED WITH COVENANT
KNOW ALL MEN BY THESE PRESENTS

MAINE REAL ESTATE TAX PAID

THAT, TACHA VOSBURGH, 34 Park Street, Portland, Maine, in consideration of one dollar and other valuable consideration paid, grants to WAYNE BARKER whose mailing address is 9919 East Apache Trail, Mesa, Arizona 85207, with quitclaim covenant, the land in the City of Portland, County of Cumberland and State of Maine and more specifically described as:

See Exhibit A attached hereto and incorporated by reference.

As part consideration for this conveyance, the Grantee, by his acceptance of this deed, does hereby agree to assume the debt originally to Rosary Laroche secured by mortgage dated May 18, 1989 and recorded in said Registry in Book 8762, Page 284.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said Wayne Barker, his heirs and assigns forever.

IN WITNESS WHEREOF, I, the said Tacha Vosburgh have hereunto set my hand this 24 day of June, 1997.

Witness Thomas Jewell

Tacha Vosburgh
Tacha Vosburgh

STATE OF MAINE
COUNTY OF CUMBERLAND

June 24, 1997

Then personally appeared the above-named Tacha Vosburgh and acknowledged the foregoing instrument to be ~~his~~ ^{her} free act and deed.

Before me,
Thomas F. Jewell
Thomas F. Jewell
Maine Attorney-at-Law

From: Anthony Lombardo
To: Rick Knowland
Date: Tue, Apr 13, 2004 10:17 AM
Subject: Re: Guilford Court

Yes.

>>> Rick Knowland 4/13/2004 8:27:41 AM >>>

Tony, Thanks for getting back to me. Did the revised plan address those concerns?

>>> Anthony Lombardo 04/13 7:11 AM >>>

I don't have any concerns other than what I have previously written in "urban insight".

>>> Rick Knowland 4/12/2004 3:39:43 PM >>>

Tony, Have you had a chance to look at the revised Guilford Court plan? It's going to the planning board tomorrow night for public hearing. Jim Seymour had indicated in a a concern that the amount of stormwater going into the York St. storm drain be documented and that Public Works sign off on this issue. Anyway if you do have some comments that would be great. Thanks.

CC: Eric Labelle



03P254

TO: Rick Knowland - Senior Planner
FROM: Jim Seymour - Development Review Coordinator, Sebago Technics, Inc.
RE: Proposed Residential Building: 155-159 York Street
DATE: April 9, 2004

Sebago Technics has reviewed the 2nd revised Site Plan application and supporting documentation for the proposed residential development located at 155-159 York Street in the City of Portland. We respectfully offer the following our responses in bold italics and in outline format:

1. Stormwater Management

- A. No stormwater management plan was submitted, though the site is small in size in a high density building area. We recommend getting a letter of capacity/or approval from the City to connect drainage into the storm sewer. Stormwater calculations for the amount of runoff entering the catch basin/piped system shall be provided for the City to review with the appropriate proposed pipe size. Typically, the minimum pipe size is not less than 10 inches. *The submittal includes again one proposed stormwater calculation, using old values for the 25yr storm, and does not compare pre-development against post development. As stated earlier our concern is not so much the amount of runoff as it with Public Works approving the increase within the existing storm system. A letter signing off on the increase should be obtained. All of the required storm events (2,10, & 25 yr) calculations and report shall be prepared and stamped by a registered Professional Engineer. Furthermore, did the calculations account for the area of Gullford Court? The area shall be included, though no increase change in runoff rate is anticipated*
- B. A backflow prevention valve shall be installed on the downstream side of the drainage system of the floor drain from the lower levels of the building to suppress possible flow backups from the drainage system. *Acceptable*
- C. The property along the east side of the property where the drainage infrastructure and pipe ties to the municipal system shall be preserved in a 10 foot drainage easement. , Furthermore, the owner shall enter into a drainage maintenance agreement with the City for tying into the storm drain. *Acceptable if approved by Legal Counsel.*

155-159 York Street

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April 9, 2004

2. Road Access/Circulation

- A. Based on the plan, it appears that the proposed central aisle within the parking lot is 27.89 feet wide. The Ordinance requires a width of 24 feet for right-angle parking. This will be acceptable; however, the aisle could be reduced to 24 feet offering a wider area for a buffer on the western property line. If the wide aisle area is kept, where will cleared snow during winter periods be stored or how will it be removed? *Acceptable*
- B. The existing driveway accessing the Guilford Court cut will require surfacing with pavement or appropriate stable surface from Park Street to the proposed site. *The surfacing on Guilford Court has been shown to be pavement and a detail included. Grading of the Court should show all grading from York Street to the property access, to assure no drainage will be channeled, directed, and discharged onto private property and create flooding, ponding or other negative impact.*
- C. The plan also indicates that a walkway will be provided from the rear of the building to the frontage on York Street. The dimensions, as well as type of surface and details, are needed. *The details have been added.*

3. Grading/Erosion Control

- A. In order to protect against the migration of floatables into the municipal stormwater system, the proposed catch basins on the project site shall have Casco traps installed. *Acceptable*
- B. The plans do not indicate erosion control measures that will be employed during construction. Silt fence, silt sacs, and mulching should be considered. *Acceptable*

4. General

- A. The buffering between the properties and this site has been shown on a plan, but no details of the species or types of plants have been provided. Please continue to coordinate with the planning staff on this issue. *To be reviewed by the City Arborist*
- B. The proposed development will require a letter from the City of Portland, Public Works Department stating that there is sufficient capacity in the municipal sewer system to accommodate this development, as well as a letter from the Portland Water District for available water. *A letter should be acquired prior to final plan approval shall be obtained from the Water District.*

155-159 York Street

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April 9, 2004

5. Details

Several details are needed, especially for the parking area, access lane, or where work will be conducted within the City right-of-way for York or Park Streets. Details of the curbing and sidewalks available from the City standards booklet are illegible.

- A. Details are needed for the catch basin, pipes and utility trenching.
- B. Details of timber rails, dumpster enclosure and lighting are needed.
- C. Details of the parking lot surface, access lane surface, sidewalks on private property, and curbing on the parking lot are needed.
- D. Details for landscaping, and erosion controls are also needed.

Overall the plans include several of the details though the particulars of utility depths still need some clarification.

Overall, it appears that the development will have a positive impact on the surrounding neighborhood, but still some minor construction detail revisions are needed and a full stormwater calculation in accordance with the Subdivision and Technical Standards, shall be submitted to document the runoff generated on site and that impacts the City drain system. These appear minor in nature but should be cleaned up prior to construction. We will leave it to the discretion of the staff to make recommendations for conditions. Please contact our office if you have any questions.

JRS:jrs/jc

From: Rick Knowland
To: Internet:backbayboundary@cs.com
Date: Mon, Apr 5, 2004 1:00 PM
Subject: Guilford Court

Bob, How are you coming along with the site plan revisions for Guilford Court? I'm assuming you received the Jim Seymour engineering comments via fax on Friday. Please give me a call. I've begun to write my planning board report so I'm going to need an updated set of plans in the next day or so. We have our staff review meeting on Wednesday at 10:00 so it will be critical for me to get updated plans by then so the plans can be distributed to staff at that time.

From: Rick Knowland
To: Internet:brenda@portcityarch.com
Date: Mon, Apr 5, 2004 12:53 PM
Subject: Guilford Court

Brenda, Thanks for droppong off the plans. I'm assuming the 4 inch wide trim board also is the dimension for trim around doors and windows? Also I'm going to need a floor plan indicating the dimensions of all the porches (min. 6ft by 8ft.) in the next day or so. Thanks.

From: Rick Knowland
To: Internet:backbayboundary@cs.com
Date: Fri, Apr 2, 2004 2:40 PM
Subject: Guilford Court

Bob, I neglected to include in my earlier email of today comments from Jeff Tarling, the City Arborist. His comments will fill in some blanks for you. For the shade trees, the min. size is 2 inch caliper. For the shrubs, the minimum size is 18 to 24 inches. For the landscape trees, the minimum size is 2 inches. For the serbian spruce, the minimum size is 5 to 6 feet.

Please revise the site plan accordingly.

From: Rick Knowland
To: Internet:backbayboundary@cs.com
Date: Fri, Apr 2, 2004 1:15 PM
Subject: Guilford Court Comments

Bob, Here are some more comments.

1. The proposed on site catch basin connects into the City storm drain, in York Street, by way of a proposed underdrain. The plan needs to specify the size of the proposed underdrain and material composition. The proposed connection in York Street will require excavation of the existing brick sidewalk and removal of existing granite curbing, as well as pavement removal in the street. As such, plans need to specify the proposed limits of excavation and repair within the right-of-way.

2. Regarding comment #19 on my previous email concerning the building elevations and the dimension notes that should go on the plan. The roof pitch of the gable and roof needs to be indicated. The eaves and rakes need to project a minimum 6 inches. The exterior trim (windows, doors, cornerboards, etc.) needs to have a minimum width of 4 inches.

CC: Internet:brenda@portcityarch.com

From: Rick Knowland
To: "waynebarker@msn.com"@Portland.gwgwia
Date: Fri, Apr 2, 2004 2:19 PM
Subject: Re: condo documents

Wayne, The condo docs are required. If they are not available, than it will need to be a condition of approval.

In terms of trash removal, the City does not pick up trash for apartments and condos. It is the responsibility of the property owner. To avoid a future misunderstanding, we like to have that spelled out upfront.

Thank you for your explanation on the parking that is taking place on the property. I did have one other question regarding 34 Park Street. When I drove on Guilford Court I noticed that there were two spaces and the third space was apparently in front of the first so that two of the spaces are stacked. Is that the case? That shouldn't be a problem but I need to know the overall dimension of the double space so that we know that the site can accommodate the number of spaces required by zoning. It would be helpful to have a sketch showing the 3 spaces with dimensions sometime next week in advance of the public hearing.

If this became an issue, we would require that you have a third space and if it couldn't be accommodated on the site, a logical place would be a surplus space at Guilford Court.

Should you have any questions, please contact me.

>>> "WAYNE BARKER" <waynebarker@msn.com> 03/30 7:55 PM >>>

Dear Rick,

Bob Greenlaw mentioned that you would like to see the condo association doc's regarding the homeowners responsibilities, ie: trash, snow removal, etc.

It was my understanding that the documents did not need to be produced prior to final approval of the sub-division. I met with my attorney last fall who will be producing all the declarations, homeowners association docs and related material once we have received the final approvals.

For the meeting scheduled April 13, we can state on the plans that trash removal will be the responsibility of the homeowners and not the City. I think with any new multi unit building whether they are condos or apartments the City does not pick up trash, but requires a private dumpster, is that true?

Please let me know if you have everything you need for the meeting. Thanks again, Wayne Barker

CC: Marge Schmuckal

From: Rick Knowland
To: Internet:backbayboundary@cs.com
Date: Fri, Mar 26, 2004 1:53 PM
Subject: Guilford Court - 157 York Street

Bob,

This email represents my comments to date on the above referenced project for the site plans submitted on March 23, 2004. Many of these comments are drafting or technical related details. I am expecting further comments from other staff. Please note that as comments from other staff become available or as I have additional comments, I will forward those to you accordingly.

1. Need to demonstrate that you meet the open space requirements of sec. 14-439(2)(f). The site plan needs to reflect the footprint of all the porches along the building. Also the dimensions of all the porches needs to be shown (minimum zoning requirement is 6 ft. by 8 ft.) for each dwelling. Would suggest that these be shown on the site plan and floor plans so we can verify that the project meets these zoning requirements.
2. Indicate more clearly the location and footprint of the bituminous sidewalk.
3. The sewer line on sheet #2 does not connect into the building.
4. I will fax to you site plan notes that should be added to the plan.
5. As you know our recommendation is to pave Guilford Court.
6. Identify material fencing the dumpster. Is it a solid screen? Indicate on spec sheet.
7. Sheet #1 needs to be labeled as a "subdivision recording plat".
8. On sheet #1, lower right hand corner the phrase "an 8-unit building" should be revised to a "an 8 dwelling unit building"
9. On sheet #1, the 11.0 ft. setback notation is not clear.
10. Who does the access easement benefit? Has it been extinguished? If it hasn't, don't you have porches partially blocking an access easement? Please explain. If the easement still exists, it needs to be shown on the recording plat (sheet #1).
11. On sheet #1, the 2 "A"s in the sidewalk box are not needed on that sheet.
12. Assuming sheets #2 and #3 are not the subdivision recording plat, the reference to the registry of deeds is not needed (lower left hand corner).
13. Condominium/homeowners association documents needs to be submitted. The documents should reference the fact that the association is responsible for trash disposal and maintaining and snow plowing Guilford Court and not the City. Also this should be indicated on the recording plat.
14. Please submit catalog cuts of the type of exterior light fixture that will be mounted on the building. We obviously do not want spot lights or lights that have glare.
15. Previously photos have been submitted documenting the height of the the adjacent houses. Please submit the calculation of the adjacent height of the buildings and the proposed building height and demonstrate through the calculations that the proposed building meets the sideyard setbacks of sec. 14-139(2)(c)(3). Remember the setback is calculated between adjacent buildings not the property line. I

believe you meet the standard, but we need to see the documentation.

16. Submit info on applicant's technical capacity to undertake the project.

17. Wood timber guard rail looks good but on the spec. sheet what are the dimensions of the wood being used and its height? Would suggest it be wrapped around so it is located between the parking and Guilford Court.

18. On sheet #3 indicate the size of the proposed vegetation.

19. I will have specific comments on dimension details that should be shown on the building elevations which I will forward to you/Port City Architecture asap.

Should you have any questions give me a call.

CC: Internet:andy@portcityarch.com

Planning Department



Richard Knowland
Senior Planner

CITY OF PORTLAND

MARCH 5, 2004

KAREN,

ATTACHED IS INFO ON THE NEIGHBORHOOD
MEETING HELD FOR 157 YORK STREET
DEVELOPMENT. EARLIER YOU EXPRESSED
INTEREST IN THIS PROPOSAL. SHOULD YOU
HAVE ANY FURTHER QUESTIONS, FEEL FREE
TO CALL ME.

RK