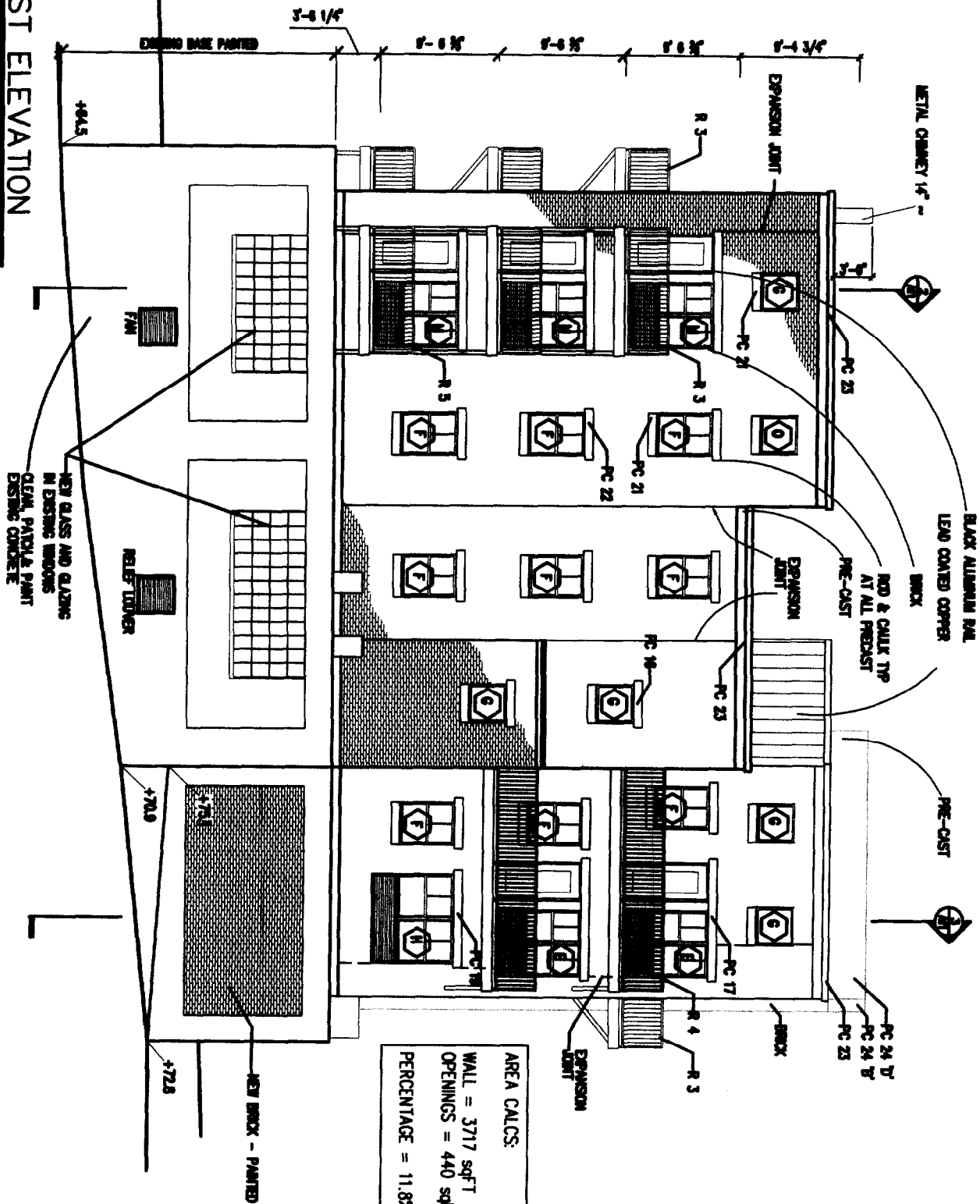


2 EAST ELEVATION 1/8" = 1'-0"



AREA CALCS:
WALL = 3717 sqft
OPENINGS = 440 sqft
PERCENTAGE = 11.8%

07/18/2003 09:08:40 AM	<div> <div>ELEVATION</div> <div> <div>May 26, 2003</div> <div>NTS</div> <div>Revised 1 - 23 JULY 2003</div> </div> </div>	<div> <div>Project:</div> <div>CASCO TERRACE</div> <div>41 STATE STREET, PORTLAND, MAINE</div> </div>	<div> <div>ARCHETYPE, P.A.</div> <div>ARCHITECTS</div> <div>40 Union Street Portland, Maine 04101</div> <div>(207) 772-0022 Fax (207) 772-0020</div> </div>	<div> <div>Developer:</div> <div>MAINE WORKFORCE HOUSING, LLC</div> </div>	
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**CITY OF PORTLAND
ACCESSIBILITY CERTIFICATE**

Designer: David Lloyd, Archetype

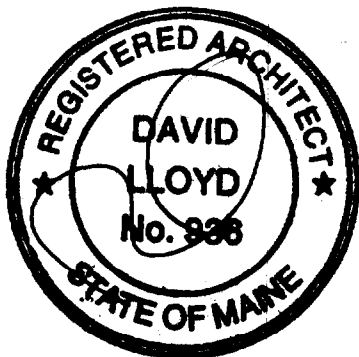
Address of Project 41 State Street, Portland, Maine

Nature of Project Apartment Building

Date 6/4/03

The technical submissions covering the proposed construction work as described above have been have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.

(SEAL)



Signature [Handwritten Signature]

Title Architect

Firm Archetype, P.A.

Address 48 Union Wharf

Portland, ME 04101

Telephone (207) 772-6022



State of Maine
Department of Public Safety
Construction Permit



Reviewed
for Barrier
Free

13263

Sprinkled
Sprinkler Supervised

CASCO TERRACE

Located at: 41 STATE STREET
PORTLAND

Occupancy/Use: APARTMENTS

Permission is hereby given to:

NATHAN SZANTON

**ONE LONGFELLOW SQUARE
PORTLAND, ME 04102**

to construct or alter the afore referenced building according to the plans hitherto filed with the Commisioner and now approved.

No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 3rd of Decemb 2003

Dated the 4th day of June A.D. 2003

Michael P. Cantara

Commissioner

Copy-2 Architect

Comments:

DAVID LLOYD, ARCHETYPE, P.A.
C/O DAVID LLOYD
48 UNION WHARF
PORTLAND, ME 04101

From: William Needleman
To: "hopkins2@archetypepa.com"@Portland.gwgwia; Mike ...
Date: Fri, Aug 1, 2003 12:59 PM
Subject: Re: 41 State House Keeping

To All:

When we have a signed license agreement that addresses all overhangs and private improvements in the public right of way, then I will sign off on the Site Plan. Please call with any questions. Thank you

Bill

>>> Mike Nugent 08/01 11:47 AM >>>
Planning advises that they have not signed off yet, Licenses etc.....

CC: Gayle Guertin; Karen Dunfey; Marge Schmuckal; M...

From: Penny Littell
To: Marge Schmuckal; Sarah Hopkins
Date: Tue, Jun 10, 2003 8:05 PM
Subject: Re: 41 State Street - contract zone

No contract zone has been signed by the applicant and I was led to believe it would be some time before he signs it. no signee no permittee

>>> Marge Schmuckal 06/10 2:58 PM >>>

I just received a permit application for 41 State St. I have never received a copy of the contract zone. Can I get a copy of it? Also, at what stage of planning review is this? Can we issue the permit? Are all guarantee fees pd yet? Any info would be helpful so that we don't inadvertently mess it up.

thanks for any help,
Marge

CC: William Needleman

JAMES F. CLOUTIER (MAYOR) (A/L)
PETER E. O'DONNELL (1)
KAREN A. GERAGHTY (2)
NATHAN H. SMITH (3)
CHERYL A. LEEMAN (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

JAMES I. COHEN (5)
JOHN W. GRIFFIN (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

**ORDER AUTHORIZING AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING MAP AMENDMENT)
RE: CONTRACT FOR REZONING FOR 41 STATE STREET**

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a contract zone as detailed below;

BE IT FURTHER ORDERED, that the contract zone amendment authorized herein shall become effective thirty (30) days following this rezoning or the date upon which the Contract is executed by Maine Workforce Housing LLC, whichever is later.

**Contract by Maine Workforce Housing LLC
41 State Street, Portland, Maine**

This contract made this ____ day of _____, 2003 by **MAINE WORKFORCE HOUSING LLC**, a Maine Limited Liability Corporation having a place of business at One Longfellow Square, Portland, Maine (hereinafter "Developer").

WHEREAS, DEVELOPER has entered into a purchase and sale agreement for property at 41 State Street, Portland, Maine; and

WHEREAS, DEVELOPER filed a Zone Change Application with the City of Portland ("City") to modify an existing R-6 zone to accommodate housing to be built on top of an existing garage which is built to the lot lines; and

WHEREAS, the 41 State Street property is more specifically described and shown on the Portland Assessors Map, Parcel 44-B-23 (the "Property"); and

WHEREAS, the Portland Planning Board determined the rezoning would provide needed housing, both income restricted and market rate, in the City and would not negatively impact the surrounding residential community; and

WHEREAS, the Portland Planning Board, pursuant to 30-A M.R.S.A. §4352(8), and after

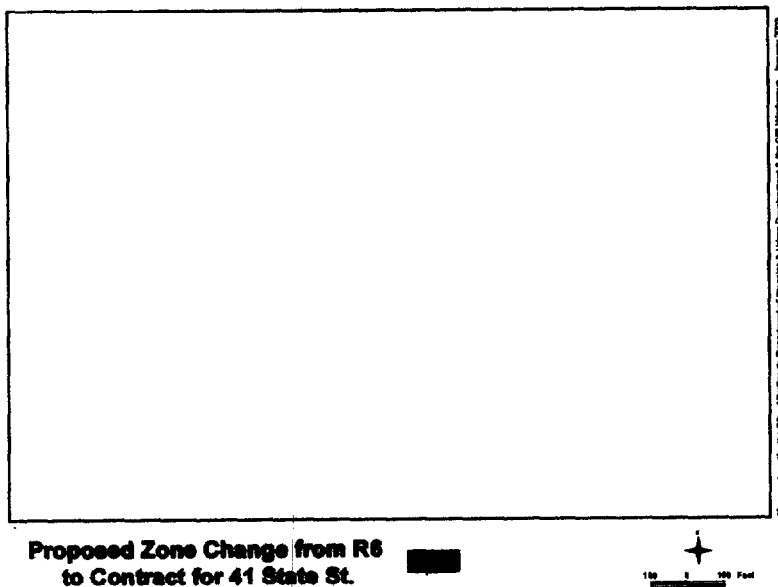
notice and hearing and due deliberations, recommended the rezoning of the Property, subject, however, to certain conditions; and

WHEREAS, the City, by and through its City Council, has determined that the rezoning, necessary because of the unusual nature of the development, with conditions and restrictions, would be pursuant to and consistent with the City's comprehensive plan and would not unreasonably interfere with the existing and permitted uses within the underlying R-6 zone; and

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

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

1. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change.



2. The use of the Property shall consist of a twenty seven (27) unit, four (4) story residential structure, housing a mix of one and two bedroom units and at least twenty seven (27) covered parking spaces and a trash room, which parking and trash room shall be contained within the existing garage structure (hereinafter the "Development"). An on premises management office, serving this building only, may be included within the structure.

2. The Property will be developed with at least thirteen (13) of the units being designated for residential units whose median income is at or below sixty percent (60%) of the area median income for a period of time not to be less than 30 years.
2. The Property will be developed substantially in accordance with the Site Layout Plan (the "Site Plan"), Attachment 1, and the conceptual elevations (the "Elevations"), Attachment 2, by Archetype, P.A. Architects dated February 6, 2003. The Planning Board shall review and approve the Site Plan according to the site plan and subdivision provisions of the Portland Land Use Code. In addition, the Planning Board shall review the Site Plan under the Historic Preservation requirements and it shall issue a Certificate of Appropriateness if warranted.
2. Prior to the Planning Board's public hearing on the contract zone request, the Historic Preservation Committee shall review and make a recommendation to the Planning Board on the appropriateness of the development under the Historic Preservation standards of the Portland Land Use Code.
2. Prior to the issuance of a certificate of occupancy, the Developer is obligated to receive from the City any and all licenses it may need for overhangs or other intrusions into the public right-of-way.
2. The underlying zoning requirements of the R-6 zone are modified as follows:
 - a. As the existing structure is built to the lot lines on all four (4) sides of the Property, there are no required setbacks for the development.
 - a. The maximum height for the structure shall be fifty four (54) feet.
 - a. The maximum density shall be no more than twenty seven (27) residential units as detailed in paragraph 2. above.
 - a. Lot coverage shall be one hundred (100) percent.
 - a. No open space is required.
 - a. One (1) on-site parking space for each dwelling unit is required and said parking spaces shall be allocated to each unit.

Otherwise, the provisions of §14-139 through 14-140 (the R-6 Zone) of the Portland City Code shall apply to this development.

2. In the event the development described herein is not commenced within two (2) years from the date of this contract rezoning and completed within four (4) years from the date of this contract, this contract shall become null and void and the Property shall revert back to the underlying R-6 zone.

2. This Agreement shall be irrevocable by the **DEVELOPER** but may be modified upon the **DEVELOPER'S** request to the City Council or pursuant to the terms of paragraph 13.
2. The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **DEVELOPER**, and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the City, by and through its duly authorized representatives. **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the Property. The **DEVELOPER** shall provide to the City the Book and Page number of said recording.
2. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
2. Except as expressly modified herein, the development, use, and occupancy of the subject premises shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
2. In the event that **DEVELOPER**, or any successor fails to continue to utilize the Property in accordance with this Agreement, or in the event of an uncured breach of any condition(s) set forth in this Agreement, the Planning Board shall have the authority, after hearing and notice to the developer, to resolve the issue resulting in the breach. The resolution may include a recommendation to the City Council that the Agreement be terminated, requiring cessation of the use of the development authorized herein.

WITNESS:

MAINE WORKFORCE HOUSING LLC

By _____
 Nathan Szanton
 Its Managing Member

Cumberland, ss.

State of Maine

Date:

Personally appeared the above-named Nathan Szanton, Managing Member of Maine Workforce

Housing LLC and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of Maine Workforce Housing LLC.

Notary Public

O:\OFFICE\PENNY\CONTRACT\rezone\41 State Street, Maine Workforce Housing.doc

Archetype, P.A.
48 Union Wharf
Portland, ME 04101
(207) 772-6022
(207) 772-4056 (Fax)

TRANSMITTAL

DATE: July 31, 2003
FROM: David Lloyd
TO: Mike Nugent
Inspections Services Manager
Portland City Hall
389 Congress Street
Portland, Maine 04101
RE: Casco Terrace

A2 – Second Floor Plan

As Requested