

**41 State Street Planning Board Preparation Meeting
12/11/02**

1) Sense of how first workshop went for this project.

2) Issues Szanton must address for 1/14 workshop:

A) PARKING

- % of low income residents likely to own cars – get data fr. current dvpts in Ptd
- John Peverada views on 1:1 parking ratio
 - one of you provide me an introduction to John, perhaps even join me in meeting w/ him?
- Other?

B) MECHANISMS FOR ENSURING RETENTION OF L/I UNITS (Lourie)

- MSHA mechanisms
- Current state of l/i units at Back Bay Tower (Lourie) – will talk with mgr of Back Bay Tower
- Other?

C) ON-SITE MANAGEMENT (Kevin Beal)

- Talk with my mgt company
- Look at which projects in Ptd have it and don't
- Other?

D) SCHEMATIC SITE PLAN

- Jaimey Caron: need this for attachment to contract zone
- What should it show?

E) COORDINATION WITH FIRE DEPT.

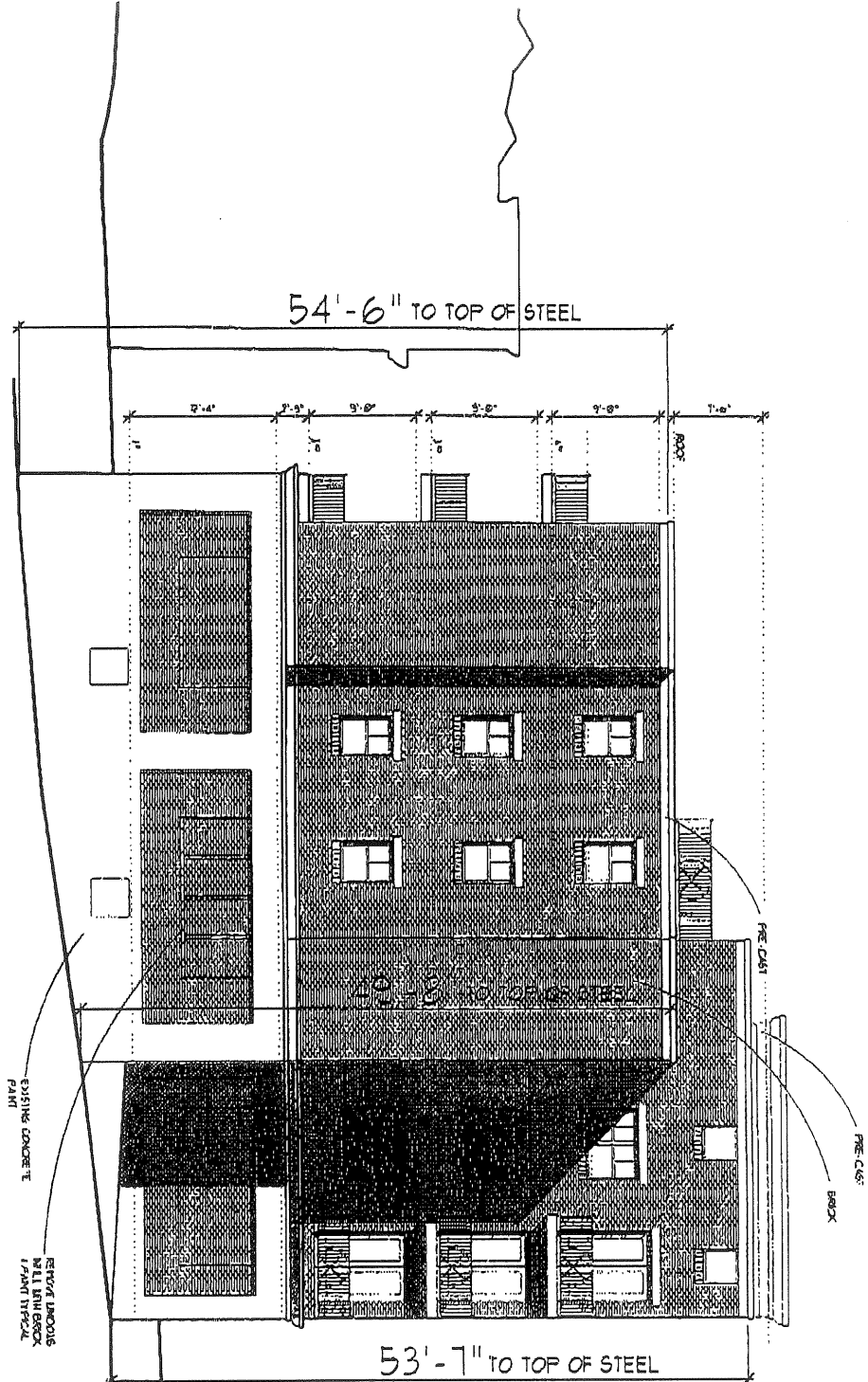
- Jaimey Caron: come next time having design that Fire Dept. would approve
 - is what David Lloyd already done enough?
 - if not, what further steps?

F) ISSUES RAISED AT FIRST NEIGHBORHOOD MEETING

- 5 minute spaces in front, for deliveries
- laydown space during construction
- Larry Ash right person at City to discuss these issues with?
- Larry's job?
- Make me an introduction, possibly join meeting?

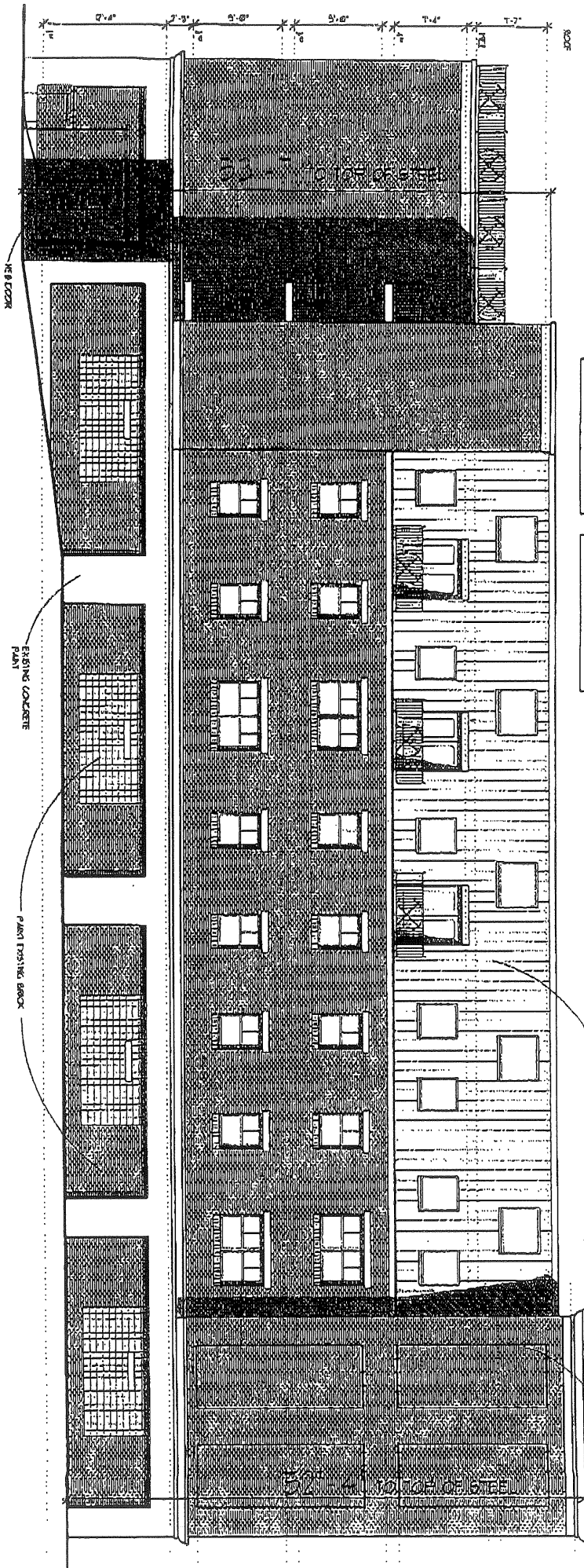
G) OTHER ISSUES?

A2	EAST ELEVATION	Jan 6, 2003	Project HARBORSIDE APARTMENTS 41 STATE STREET PORTLAND, MAINE	Architect ARCHETYPE, P.A. 40 Water Street, Portland, ME 04101 (207) 772-7223 Fax: (207) 772-7228	Developer MAINE WORKFORCE HOUSING, LLC
		NOT TO SCALE			



AREA (RIGHT) WALL : 1150 sqft OPENINGS : 715 sqft PERCENTAGE : 18%	AREA (LEFT) WALL : 2457 sqft OPENINGS : 945 sqft PERCENTAGE : 39%	AREA (OVERALL) WALL : 3607 sqft OPENINGS : 1165 sqft PERCENTAGE : 26%
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A4	NORTH ELEVATION	JUN 8, 2023	Project	HARBORSIDE APARTMENTS 11 STATE STREET PORTLAND, MAINE	ARCHETYPE, P.A. ARCHITECTS 100 Union Street Portland, Maine 04101 (101) 372-0023 Fax: (101) 372-1133	Client/Owner	MAINE KORKPORCE HOUSING, LLC
		NOT TO SCALE					



AREA (RIGHT)
 WALL : 6716 sqft
 OPENINGS : 641 sqft
 PERCENTAGE : 107%

AREA (OVERALL)
 WALL : 1473 sqft
 OPENINGS : 662 sqft
 PERCENTAGE : 89%

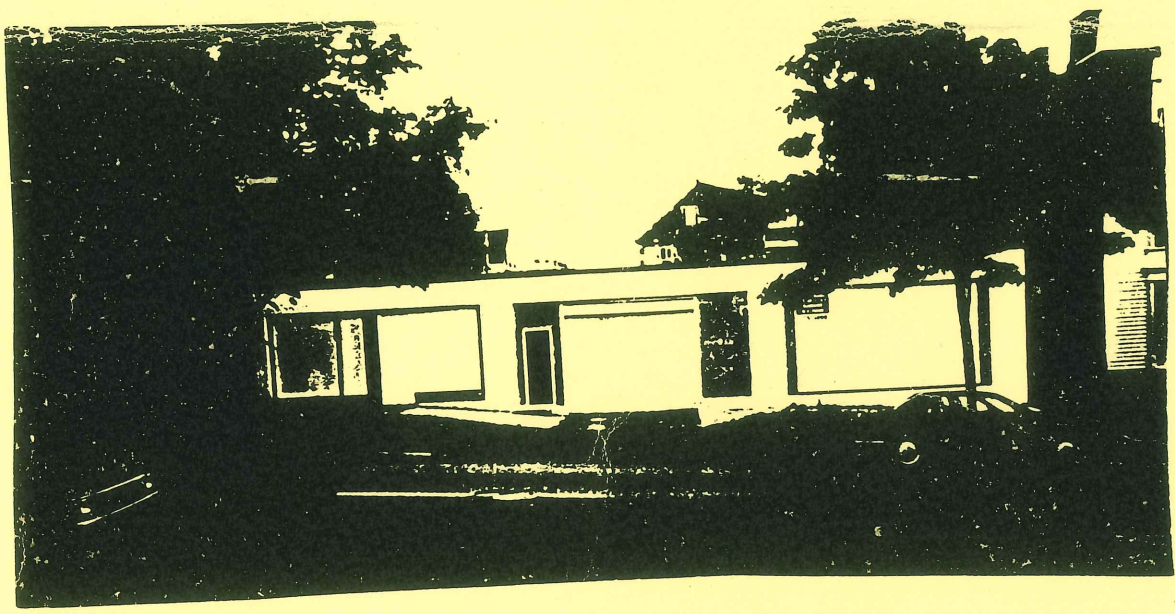
AH
4

11/11

Jonathan,
This went out to the
neighborhood, partly on
Friday (11/8) and the remaining
ones today (11/11). All Best,
Nathan

An Invitation

To a discussion with the developer and architect of the
planned 3-story addition to the garage building at 41 State
Street for housing.



*Monday, November 18, 7:00 p.m.
100 State Street Auditorium*

Come share your thoughts, concerns, wishes.
Or just come to listen.

Refreshments will be served.

For more information, contact
Nathan Szanton at (207) 871-9811.

DRAFT 5(1-27-03)

**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

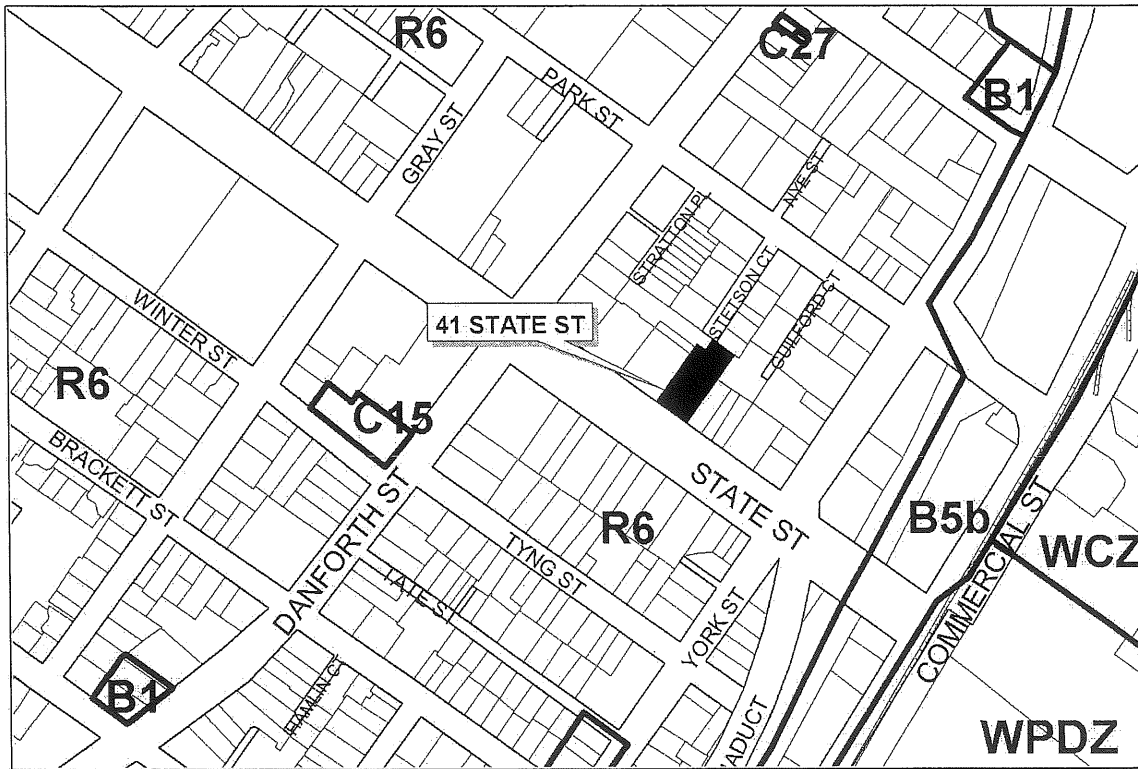
WHEREAS, the Portland Planning Board, pursuant to 30-A M.R.S.A. §4352(8), and after notice and hearing and due deliberations, recommended the rezoning of the Property, subject, however, to certain conditions; and

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

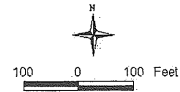
NOW, THEREFORE, in consideration of the rezoning of the Property, **DEVELOPER** contracts to be bound by the following terms and conditions:

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.



Map produced by the city of Portland's Department of Planning & Urban Development & the GIS Workgroup January 2003

**Proposed Zone Change from R6
to Contract for 41 State St.**



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.
3. 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.
4. 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 January 9, 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 *Feb 6,*

addition, the Planning Board shall review the Site Plan under the Historic Preservation requirements and it shall issue a Certificate of Appropriateness if warranted.

5. 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.
6. 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.
7. 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.
 - b. The maximum height for the structure shall be fifty four (54) feet.
 - c. The maximum density shall be no more than twenty seven (27) residential units as detailed in paragraph 2. above.
 - d. Lot coverage shall be one hundred (100) percent.
 - e. No open space is required.
 - f. 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.

8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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

State of Maine

Cumberland, ss.

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

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PLANNING BOARD REPORT #07-03

41 STATE STREET

CONTRACT ZONE

MAINE WORKFORCE HOUSING LLC., APPLICANT

(5.0)

Submitted to:

Portland Planning Board
Portland, Maine
February 11, 2003

I. INTRODUCTION

Nathan Szanton of Maine Workforce Housing LLC has requested a Public Hearing before the Planning Board to request a recommendation for a contract zone for 41 State Street. The proposed contract would allow the development of this site as a 27-unit, 4-story residential structure. Currently, the site is home to an approximately 14' high garage/warehouse that is built to or near all of the property boundaries. This brick/stone structure was built in 1925 and is approximately 10,060 square feet. This property is located within the City's West End Historic District and the Historic Preservation Committee has reviewed the development. The applicant has requested a contract zone because of the unique situation presented by this existing building and the current R-6 zoning requirements.

II. FINDINGS

Property:	41 State Street
Current Zoning:	R-6 Residential Zone
Proposed Zoning:	Contract-R-6
Land Area:	10,060 square feet
Existing Use:	Single Story Garage/Warehouse
Proposed Use:	27-unit apartment building, 54' in height, 4 story
Land Uses in the Vicinity:	Residential

III. DEVELOPMENT PLAN

The 27-unit project proposed is a mixture of affordable and market rate apartments with one and two bedroom units. The four stories of construction would be placed on the existing structure with an over all height of calculated height of 54 feet. The proposal utilizes the space in the existing structure for 28 parking spaces and a trash room. Although the existing garage is built to the property line on all sides, the proposed development is set back on the sides by more than three feet and is recessed eight feet in the rear. This moving away from the property lines eliminates any snow load effects on surrounding properties, allows the structure to be built without staging on adjacent properties and lessens the overall mass of the structure. The recesses allow for minimal snow storage for those removing snow from decks. Please refer to the included attachments from the structural engineer and the building contractor. (attachments 9 and 10)

The applicant has conducted a shadow study that is included as attachment 13. The study, with both pre and post development demonstrations, illustrates the minimal shadow impact the proposed structure will have on surrounding properties. The most notable impact appears to be confined to the morning hours in the winter months.

This project has been reviewed by Fire Lt. Gaylen McDougal, Parking Manager John Peverada, Traffic Engineer Larry Ash and Zoning Administrator Marge Schmuckal. Lt. McDougal has reviewed the plans and does not anticipate any problems.

Mr. Peverada has reviewed the proposed parking arrangement and finds it acceptable as indicated in his December 12th email. Mr. Peverada alludes to his preference for additional parking but recognizes this site's constraints. (see attachment 5)

Mr. Ash identifies no concerns relating to ingress and egress from the site. He states that the existing signalization will provide for the necessary gaps in traffic to ensure safe and timely egress onto State Street. He has reviewed the proposed drive entrance and finds that it will provide ample stacking area. (see attachment 6)

Ms. Schmuckal has reviewed the provided elevations and made a determination that the overall calculated height of the structure is 54'. (see attachment 7)

Although not addressed until site plan review, this project has undergone two workshops and a public hearing before the Historic Preservation Committee. By a unanimous vote, the Committee has passed a positive recommendation to the Planning Board for the issuance of a Certificate of Appropriateness.

IV. ZONING POLICY ANALYSIS

The City of Portland has a strong policy of encouraging the development of rental units, especially on the peninsula. The proposed composition of both market rate and affordable units addresses the housing needs for a broad spectrum of residents. The proposed contract and attachments (elevations/details) will ensure a development that is compatible with its context. The proximity of this project to employment opportunities allows for considerations on the off-street parking requirement.

IV. CONDITIONS FOR REZONING

This rezoning of 41 State Street shall be subject to the following proposed conditions, as outlined in an executed agreement between the City and the applicant attached to this report under a separate cover.

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.
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5. 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.

6. 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.
7. The underlying zoning requirements of the R-6 zone are modified as follows:
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 - f. 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.

8. 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.
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11. 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.
12. 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.
13. 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.

V. NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting at the 100 State Street on Monday, January 13, 2003. The meeting minutes and list of those in attendance are included as attachment 11.

VI. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the Maine Workforce Housing LLC., the Comprehensive Plan, the information provided in Planning Board Report #07-03, and/or other findings as follows:

- i. The Board finds that the proposed Contract Zone [is or is not] consistent with the policies of the Comprehensive Plan of the City of Portland. The Planning Board therefore [recommends or does not recommend] to the City Council approval of the proposed rezoning of 41 State Street.

Attachments:

1. Applicant's submittal
2. Applicants Project Explanation, 11-18-2002
3. Vicinity Map
4. Survey
5. John Peverada Memo, 12-12-2002
6. Larry Ash Memo, 2-6-2002
7. Marge Schmuckal Height Determination, 1-13-2003
8. Financial Information
9. Portland Builders, 1-17-2003
10. Structural Design Consultants, 1-28-2003
11. Neighborhood Meeting Minutes and Attendance Sheet
12. Letter from Abutter, David Cedrone
13. Sun Study

Under Separate Cover:

1. Proposed Contract with Attached Site Plan and Elevations

Domenico and Bonnie Mattozzi
9 Tate Street, #2
Portland, Maine 04102

February 5, 2003

Jonathan Spence, Planner
Members of the Portland Planning Board
Planning Division
City of Portland
Portland City Hall, 4th floor
389 Congress Street
Portland, Maine 04101
Fax: 756-8258

RE: Maine Workforce Housing, LLC
41 State Street, Portland, Maine

Dear Mr. Spence and Members of the Board:

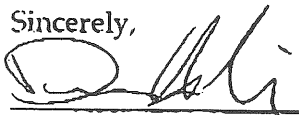
We are owners and residents of 9 Tate Street and are neighbors of the proposed project for the 27 residential units located at 41 State Street.

We fully support the applicant's request to bring a much needed and often spoken about mixture of affordable and market rate apartments to the peninsula of the City of Portland.

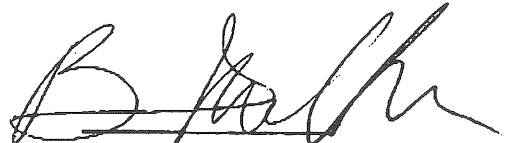
After attending several meetings and listening to both Nathan Szanton and David Lloyd speak to both the concerned neighbors and to the Planning Board, we are encouraged about their enthusiasm and confident about and their willingness to consider all views and questions about their project and respond to them in an competent manner.

Thank you.

Sincerely,



Domenico Mattozzi



Bonnie Mattozzi



February 11, 2003

Jaimey Caron
Chair, Portland Planning Board
City Hall
389 Congress Street
Portland, ME 04101

Re: Proposed 27-unit mixed income housing project at 41 State Street

Dear Chair Caron and members of the Portland Planning Board:

As Executive Director of Portland West, as well as a resident of 46 Park Street, right behind the proposed project at 41 State Street, I am writing to support Maine Workforce Housing's application for a contract zone.

Portland is currently experiencing a terrible rental housing shortage. The only way we will work our way out of it is by doing new projects, one project at a time. Maine Workforce Housing's proposal is a creative re-use of an unappealing, industrial building in a beautiful residential area. The height of the proposed structure, at four stories, is in keeping with the neighborhood, where buildings of four, five and six stories are not uncommon along State Street, including on that same block. The design of the structure is a vast improvement on what is there now.

I ask that, in making your decision, you keep in mind the great need for rental housing—especially affordable units. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ethan Strimling", enclosed within a hand-drawn oval shape.

Ethan Strimling
Executive Director

ITY OF PORTLAND, MAINE
ISTORIC PRESERVATION COMMITTEE

Stephen Sewall, Chair
Cordelia Pitman, Vice Chair
Edward Hobler
Susan Wroth
Camillo Breggia
Robert Parker
John Turk

February 11, 2003

Nathan Szanton
Maine Workforce Housing LLC.
c/o The Szanton Company
One Longfellow Square
Portland Maine, 04101

Re: Building addition/new construction – 41 State Street

Dear Mr. Szanton:

On February 5, 2003, the City of Portland's Historic Preservation Committee voted 7-0 to recommend to the Planning Board approval of your application for a Certificate of Appropriateness for the construction of a three-story building addition above an existing garage at 41 State Street. The Historic Preservation Committee's positive recommendation was based on their unanimous finding that the proposed addition meets the Standards for Review of Construction of the historic preservation ordinance.

The Committee's recommendation was made subject to the following conditions:

- That alternative treatments for the garage door be examined by the project architect.
- That the final design and specifications for the garage door, together with a detail of the main entrance door and a color sample of the pre-cast concrete, be presented to the Historic Preservation Committee for final review.

Based on the project architect's final presentation and Committee discussion, it is understood that the windows on the State Street elevation will be wood windows with applied exterior muntins. The north, south, and west elevations will feature vinyl windows with applied exterior muntins. It is also understood that the windows will not be white.

All improvements shall be carried out as shown on the submitted plans and specifications submitted for the 2/05/03 public hearing and/or as described above. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced

PLANNING BOARD REPORT #07-03

41 STATE STREET

CONTRACT ZONE

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6. 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.
7. 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.
 - b. The maximum height for the structure shall be fifty four (54) feet.
 - c. The maximum density shall be no more than twenty seven (27) residential units as detailed in paragraph 2. above.
 - d. Lot coverage shall be one hundred (100) percent.
 - e. No open space is required.
 - f. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

V. NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting at the 100 State Street on Monday, January 13, 2003. The meeting minutes and list of those in attendance are included as attachment 11.

VI. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the Maine Workforce Housing LLC., the Comprehensive Plan, the information provided in Planning Board Report #07-03, and/or other findings as follows:

- i. The Board finds that the proposed Contract Zone [is or is not] consistent with the policies of the Comprehensive Plan of the City of Portland. The Planning Board therefore [recommends or does not recommend] to the City Council approval of the proposed rezoning of 41 State Street.

Attachments:

1. Applicant's submittal
2. Applicants Project Explanation, 11-18-2002
3. Vicinity Map
4. Survey
5. John Peverada Memo, 12-12-2002
6. Larry Ash Memo, 2-6-2002
7. Marge Schmuckal Height Determination, 1-13-2003
8. Financial Information
9. Portland Builders, 1-17-2003
10. Structural Design Consultants, 1-28-2003
11. Neighborhood Meeting Minutes and Attendance Sheet
12. Letter from Abutter, David Cedrone
13. Sun Study

Under Separate Cover:

1. Proposed Contract with Attached Site Plan and Elevations

6. **Existing Use:**

Describe the existing use of the subject property:

Vacant/Limited Storage

7. **Current Zoning Designation(s):** R6

8. **Proposed Use of Property:** Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

Construction of a mid-rise apartment building on top of the existing 27-space parking garage. 45 units on 5 stories above the existing one-story garage. 80% of the units market rate (unregulated rents); 20% affordable (rent-restricted). Mix of 1-, 2-, and 3-bedroom units still to be determined, but likely more 1- and 2-bedroom units than 3-bedroom units, to reduce demand for limited interior parking spaces. Committed to design compatible with surrounding architecture, much of which is distinguished.

9. **Sketch Plan:** On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. **Proposed Zoning:** Please check all that apply:

A. Zoning Map Amendment, from _____ to _____

B. Zoning Text Amendment to Section 14-_____

For Zoning Text Amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example), and language to be added is depicted with underline (example).

C. Conditional or Contract Zone

A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan and compatible with the surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

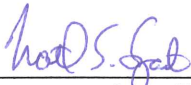
11. **Application Fee:** A fee for must be submitted by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Workshop and Public Hearing Notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

_____ Zoning Map Amendment	(\$500.00)
_____ Zoning Text Amendment	(\$500.00)
<u> x </u> Contract/Conditional Rezoning	(\$750.00)
Legal Advertisements	percent of total bill
Notices (workshop and public hearing)	40 cents each

NOTE: Legal notices placed in the newspaper are required by State Statue and local ordinance. Applicants are billed directly by the newspaper for these notices.

12. **Signature:** The above information is true and accurate to the best of my knowledge.

Date of Filing



Signature of Applicant
Its: Managing Member

Further Information:

Please contact the Planning Office for further information regarding the rezoning process. Applicants are encouraged to make an appointment to discuss their rezoning requests before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the rezoning application which can provide additional background or context information, and describe the proposed rezoning and reasons for the request in a manner that best suits the situation.

In the event of withdrawal of the zoning amendment application by the applicant in writing prior to the submission of the advertisement copy to the newspaper to announce the public hearing, a refund of two-thirds of the amount of the zone change fee will be made to the applicant by the City of Portland.

Portland Planning Board
Portland, Maine

Effective: July 6, 1998

MAINE COMMERCIAL ASSOCIATION OF REALTORS
PURCHASE & SALE CONTRACT FOR COMMERCIAL REAL ESTATE

Received of Maine Workforce Housing, LLC, and/or heirs or assigns, whose mailing address is One Longfellow Square, Portland, Maine (hereinafter called Purchaser), this 17th day of September 2002, an offer, to purchase a certain parcel of real estate located at 41 State Street in the City of Portland, County of Cumberland, State of Maine, described more fully at said County Registry of Deeds in Book ____ Page ____, upon the terms and conditions indicated below. This offer is good until 5 PM on Friday, September 20, 2002.

1. Purchase Price:

The total purchase price is Four Hundred Thirty-Five Thousand Dollars (\$435,000.00), with payment to be made as follows:

Earnest money deposit: \$ 7,500.00

Due at closing, in cash or certified funds: \$427,500.00

2. Earnest Money/Acceptance: WRE Commercial Brokers shall hold said earnest money in a non-interest bearing account and act as escrow agent. The earnest money deposit shall be refunded if the contingencies listed in paragraph 9 are not met. The earnest money deposit will become non-refundable 90 days from the effective date of the contract, on December 16th, 2002. The \$7,500 deposit will be credited towards the purchase price as long as this contract does not expire. The additional \$1,000 deposits are non-refundable and are not credited towards the purchase price.

3. Title: The deed, conveying the premise in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to the Purchaser and this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all necessary papers for the completion of the purchase on or before September 12, 2003. If Seller is unable to convey title to the premise in accordance with the provisions of this paragraph, then the Seller shall have a reasonable time period, not to exceed 30 days from the time the Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, the Purchaser may within five (5) days thereafter, at Purchasers option, receive back all said earnest money paid to date and neither party shall have any further obligation hereunder. The Seller hereby agrees to make good-faith effort to cure any title defect during such period.

4. Deed: That the property shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except for any covenants, conditions, easements and

restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations. To the best of the Seller's knowledge, Seller has clean title to the property.

5. Possessions/Occupancy: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
6. Risk of loss: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
7. Prorations: The following items shall be prorated as of the date of closing:
 - A. Real Estate Taxes based on the municipalities tax year. Seller is responsible for any unpaid taxes for prior years.
 - B. The Seller through the date of the closing shall pay metered utilities, such as water, sewer and electricity.
 - C. Purchaser and Seller shall each pay its transfer tax as required by the laws of the State of Maine.

8. INSPECTIONS: The Purchaser is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Sellers real or personal property. This contract is subject to the following inspections, with the results being satisfactory to the Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<u> X </u>	<u> </u>	by <u>December 1, 2002</u>
b. Sewage Disposal	<u> </u>	<u> X </u>	by November 1, 2002
c. Water Quality	<u> </u>	<u> X </u>	by November 1, 2002
d. Asbestos Air Quality	<u> X </u>	<u> </u>	by November 1, 2002
e. Lead Paint	<u> </u>	<u> X </u>	by November 1, 2002
g. ADA	<u> </u>	<u> X </u>	by November 1, 2002
h. Wetlands	<u> </u>	<u> X </u>	by November 1, 2002
i. Environmental Scan	<u> X </u>	<u> </u>	by <u>December 1, 2002</u>
j. Other – <u>feasibility of zone change and financing</u>	<u> X </u>	<u> </u>	within <u>90</u> days

The use of days is intended to mean from the effective date of the contract. All inspections will be done by inspectors chosen and paid for by the Purchaser, with a copy of such report going to the Seller. If the result of any inspections or other condition specified herein is unsatisfactory, Seller shall have the right to remedy said deficiencies within a reasonable time or Seller may declare the Contract null and void by notifying the Purchaser in writing within the specified number of days set forth above and any earnest money shall be returned to the Purchaser. In the absence of inspection(s) mentioned above, the Purchaser is relying completely upon Purchasers own opinion as to the condition of the premises.

Purchaser shall have the right to enter the property to conduct general building inspections, engineering studies, show the building to its financing partner, and conduct any other business related to development of the property as an apartment building. Buyers shall leave the building in substantially the same condition as they found it, or shall pay for any remediation required to put it in that condition. To trigger the beginning of the 90-day clock, Seller shall provide Purchaser with originals of any and all documents, letters, reports, studies, or other file materials pertaining to the site which Seller has. Purchaser will then make copies (at Purchaser's sole expense) of any of these materials which Purchaser wishes to, and then return them to Seller within 4 business days. The Purchaser shall furnish the Seller with copies of all inspections listed above, within seven(7) days of receipt of said inspections. If the Purchaser fails to give the Seller copies of any inspection or study, then the Purchaser shall forfeit the \$7,500 deposit, even in the first 90 days of the contract.

9. Contingencies:

- a. This contract is contingent on the Purchaser being able to construct a 40 +/- unit apartment building above the existing garage. The determination as to the feasibility of the project shall be made solely by the purchaser. If Purchaser determines, within the first 90 days from furnishing by the seller of all seller's file materials (see paragraph 8), that Purchaser's project is not feasible, then Purchaser shall be entitled to a full refund of its \$7,500 earnest money deposit. If it determines after the 90-day period that the project is not feasible, then Seller shall keep all earnest money paid by Purchaser up to that date as full and complete liquidated damages, and neither party shall be under any further obligation to the other.
- b. It is understood that the Purchaser will make formal application with the City of Portland's Planning Board for consideration of the proposed apartment building project within 120 days of the effective date.

10. AGENCY DISCLOSURE: The Purchaser and Seller acknowledge that they have been informed that WRE Commercial Brokers is acting as a Sellers Agent in this transaction. The Seller is responsible to pay all commissions due.

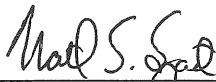
11. DEFAULT: If the Purchaser fails to perform any of the terms of this Contract, Seller shall retain the earnest money as full and complete liquidated damages. This Contract shall then terminate and neither party shall be under any further obligation hereunder.

12. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

13. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

14. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors and assigns of the respective parties.
15. COUNTERPARTS: This contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if all of the signatures were on one instrument.
16. EFFECTIVE DATE: This Contract is a binding Contract when signed by both Seller and Purchaser, when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.
17. REVIEW OF EXPENSE INFORMATION: N/A
18. ADDENDA: This Contract has addenda containing additional terms and conditions:
Yes XX No _____
- a. The Purchaser shall have the right to extend this contract for an additional 8 thirty (30) day periods by giving the Seller an additional \$1,000 deposit beginning on the 120th day from the Effective Date. This deposit is non-refundable. This contract will expire 360 days after the Effective Date.
 - b. Seller and Purchaser both agree that the provisions of this contract for commercial real estate are confidential and, other than the facts that become apparent from the public records, shall treat all aspects of the proposed sale confidentially. This provision shall survive closing.
 - c. The subject premises will be transferred in its "where is, as is" condition and seller makes no warranties, expressed or implied about the property.
 - d. Time is of the essence for all of the Purchaser's and Seller's obligations hereunder.
 - e. The Purchaser is required to give to the Seller all reports, drawings & surveys that are conducted on the property.

THE EFFECTIVE DATE OF THIS CONTRACT IS September 17, 2002



Purchaser: Mark Workforce Housing, LLC
Its: Managing Member

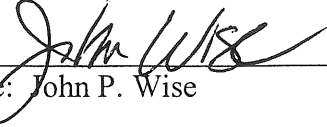
Soc. Sec. # or Tax ID#



Seller: AG Car Company, Inc.
Its: President

Soc. Sec. # or Tax ID#

Escrow Agent: WRE Commercial Brokers



Name: John P. Wise

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 ½% of the consideration unless the Seller furnishes to the Buyer a certificate by the Seller stating under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.



REAL ESTATE DEVELOPMENT & CONSULTING

One Longfellow Square
Portland, ME 04101
Nathan Szanton: (207) 871-9811
Genie Nakell: (207) 828-9435
Administration: (207) 871-1661
Fax: (207) 761-0155

AH2

November 18, 2002

Jonathan Spence, Planner
Planning and Urban Development
City of Portland
389 Congress St.
Portland, ME 04101

Re: Application for Contract Rezoning of 41 State Street

Dear Jonathan:

Since the application for contract rezoning of the above-captioned property was submitted on September 27, 2002, our project has changed in some important respects. With our first Planning Board workshop approaching on the 26th of this month, I thought it would be appropriate to bring you up to date on the changes:

Height: We have scaled down our proposed addition atop the existing garage building from a 5-story addition to a 3-story addition. We plan to offer a common roof deck to our tenants, so that they can have the benefit of the beautiful view from that location.

Number and mix of units: In line with the reduction in height, we have reduced our unit count from 45 to 27 units. We are proposing nine 1-bedroom units and eighteen 2-bedroom units.

Income targeting: This is the parameter most subject to change. Because boosting the percentage of low-income units makes the "numbers work" more easily in mixed-income projects (because subsidies are available for low-income units which are not available for market-rate units), financial factors tend to exert force on the developer to increase the percentage of low-income units. This has been the case here. While our 9/27/02 application projected that 20% of the units would be affordable to and set aside for people with incomes below 60% of area median¹, that mix now stands at 13 affordable units and 14 market-rate ones. The mix may change again when the final costs of the project are known, which will not be until all municipal approvals are in place, full plans and specifications have been developed, and construction bids are in. My goal, however, is to have approximately equal numbers of market-rate and affordable units.

¹ That is \$29,100 for a three-person household; \$25,860 for a two-person household; and \$22,620 for a one-person household.

Parking: After subtracting space for a lobby, two stairwells and a trash room, we have 29 parking spaces in the existing one-story garage. 12 of these spaces are along the North (uphill) side of the building, and 17 are along the South side. Six are 9 feet wide and 23 are 8 feet wide. The 8-foot spaces, while admittedly a bit narrow, are very much helped by the great width of the aisle between the two rows of parking (38 feet), which will allow cars to take a wide turn and enter and leave their spaces “head on.” We are very pleased to be able to offer more than a 1:1 ratio of off-street parking spaces to units. We feel that, especially with the inclusion of tenants who are below the 60% of median threshold (many of whom do not own cars and will rely on public transportation) that we will be able to accommodate our tenants’ parking needs largely within our own off-street parking area.

We will be asking for relief from the requirements of the R-6 zoning currently on the site in the following respects:

Height: R-6 allows 45 feet. Although we are just beginning design work, we think our proposed building will be about 48 feet, measured from the average of the four corners.

Density: R-6 requires 1,000 square feet of lot space for the first three multi-family units, and 1,200 square feet of space per unit above that. This property has a 10,010 square foot footprint. Thus, without a contract zone, we would be limited to building 8 apartments atop the garage. This would yield a 2-story building—far shorter than other buildings on the block, which includes one of six stories and 3 of four stories. (The average building height on the block is 3.3 stories.) It would be a waste of the 29 parking spaces. And finally, it would not be close to being economically feasible, given the fixed costs of purchasing the property, design, legal work, financing, etc.

Lot Coverage: R-6 allows a maximum of 40% lot coverage for lots which contain 20 or more dwelling units, and 50% for lots that contain fewer than 20 units. Our building, which was built in 1925, covers 100% of its lot, so it is already non-conforming to this requirement. We could not follow the R-6 requirement for lot coverage without tearing down more than half of our building.

Open Space Ratio: R-6 requires 30% of a lot to be open space for lots which contain 20 or more dwelling units. This would require us to tear down 30% of our existing building.

Setbacks: R-6 requires 12 feet of side yard for buildings of 4 stories, and 10 feet for buildings of less than 4 stories. It requires 20 feet of rear yard for structures with ground coverage greater than 100 square feet. Our building, which predates these zoning requirements, does not conform to this requirement either, as it is built right up to its property line on all four sides.

Off-Street Parking: The R-6 zone requires that for new construction, 2 off-street spaces per dwelling unit, plus one additional space for every 6 units or fraction thereof, be provided. That is a total of 2.17 spaces per unit. We propose to provide 1.07 off-street

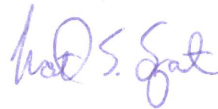
spaces per unit. Going to 2.17 off-street spaces per unit would limit our project to 13 units. 13 units would not be even close to economically feasible.

I believe those are all of the requirements which our contract zone would need to address. Without doing so, there would be no way to economically redevelop this property. By doing so, the City will transform a deteriorating, industrial-looking building into an attractive addition to the historic streetscape, while adding 27 desperately needed apartments to the City's rental housing stock, and without affecting the on-street parking situation because of the spaces we will provide.

Thank you very much for your guidance to date on the process for requesting a contract re-zoning of this property. I will probably be in touch with you prior to the workshop on November 26.

With best wishes,

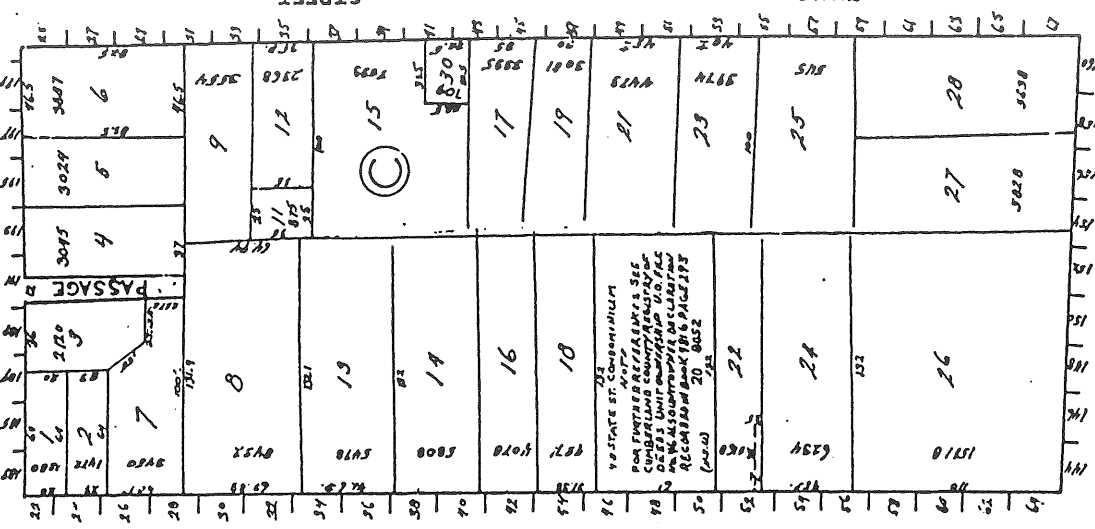
Sincerely,



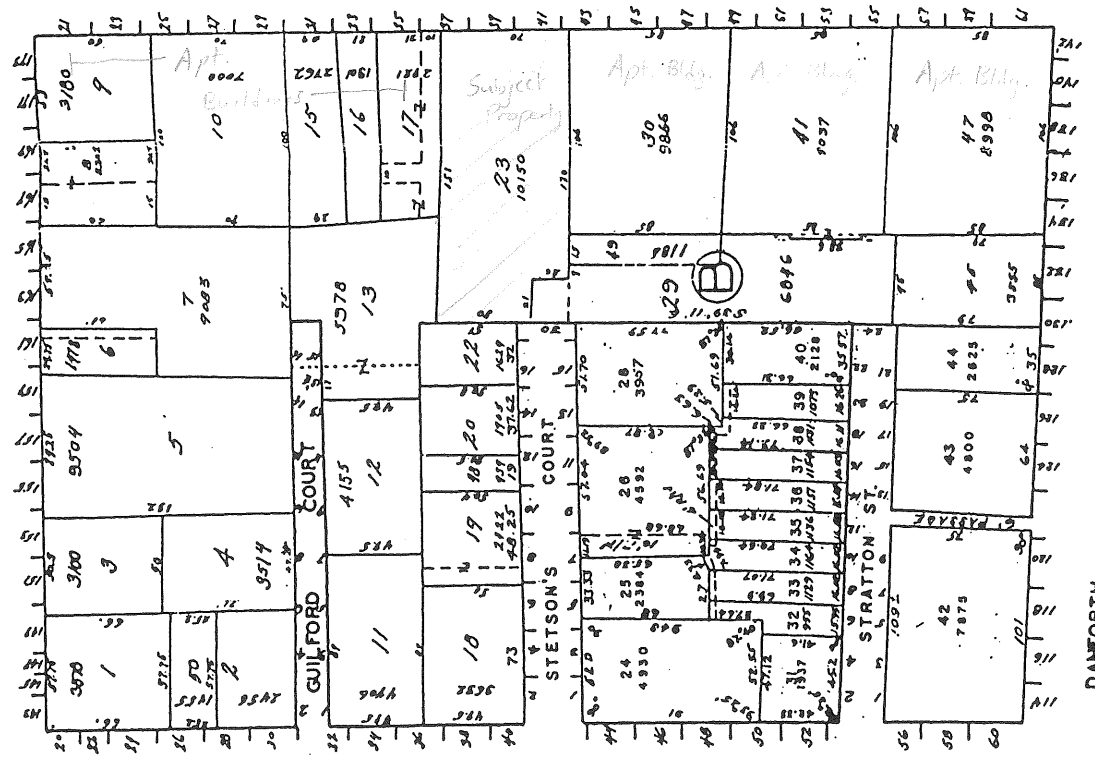
Nathan S. Szanton
Managing Member
Maine Workforce Housing, LLC

cc: Mayor Karen Geraghty; David Lloyd, AIA

YORK STREET

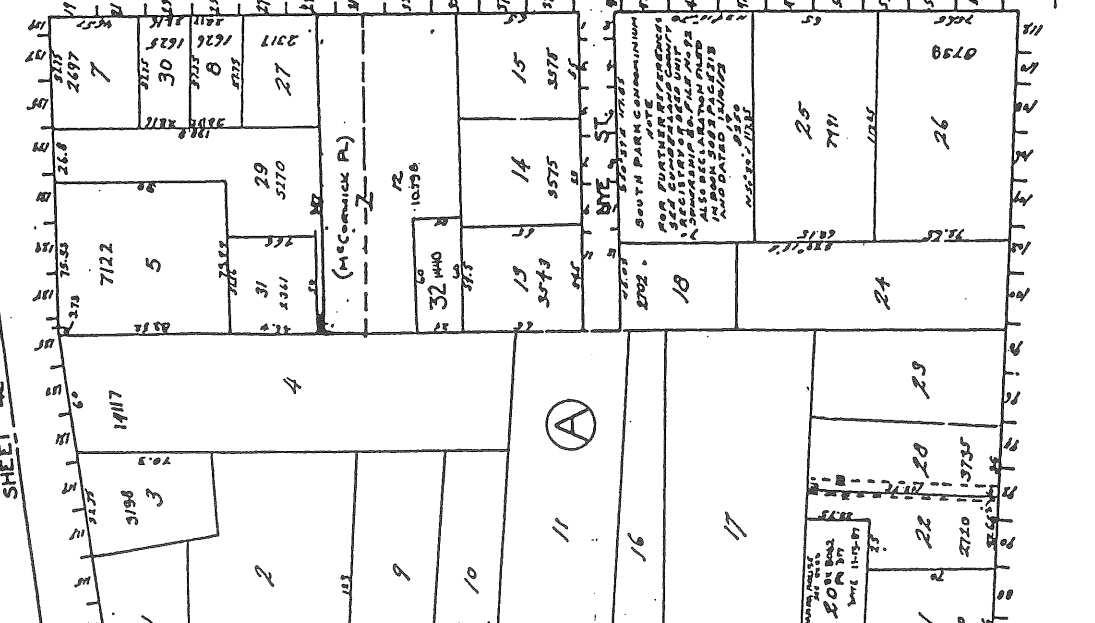


STREET



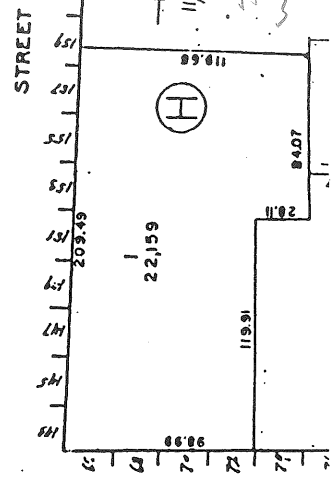
STREET

YORK STREET

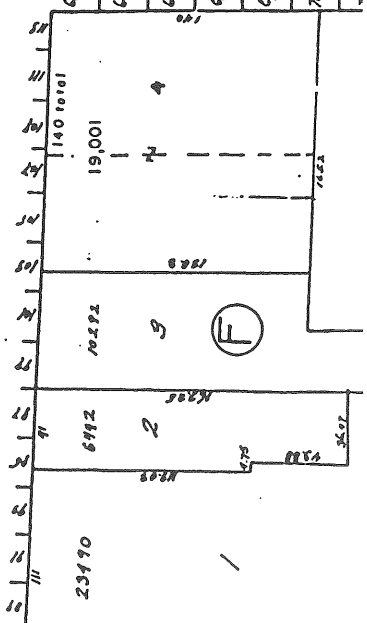


YORK STREET

STATE STREET



PARK STREET



11,755

118.68

22,159

119.91

84.07

1800

41472

7875

2825

19,001

10,592

6492

23470

1180 total

AHS

From: John Peverada
To: Jonathan Spence
Date: 12/12/02 1:44PM
Subject: 41 State St

To follow up on the discussion that we had yesterday, it is my understanding that the proposed Harborside Apartments@41 State St. will consist of 27 apartments (9-1bedroom & 18 - 2 bedroom) of which 13 will be leased to "low income" tenants who may not own vehicles due to their financial situation and the location of the property.

The developer is proposing to provide 27 parking spaces in the garage located on the ground floor of the building, which in my opinion is the bare minimum off street parking needed for this project. My preference would be for the developer to provide at least an additional 12 spaces, but I realize that is not possible.

Since the project is located downtown, the units are relatively small, the tenant mix will consist of almost 50% low income, and there are no businesses in the immediate area, I believe that the proposed 27 spaces may satisfy the parking needs for this building.

AT 6

MEMO

TO: Planning Board
FROM: Larry Ash, City Traffic Engineer
DATE: February 6, 2003
RE: 41 State Street

I have reviewed the materials submitted and I do not anticipate any ingress/egress problems. I also believe that there are adequate gaps in traffic on State Street for egress to be done in a safe manner. The proposed 20' driveway configuration is acceptable. There is adequate room for the minimal stacking foreseen.

Larry Ash
Traffic Engineer

From: Marge Schmuckal
To: Jonathan Spence
Date: 1/13/03 3:54PM
Subject: 41 State Street - Harborside Apartments

Att 7

Jonathan,

I have received revised plans showing actual grades and new elevations. There are 6 given elevations around the building which results in a 72.2 average grade. These same plans show the given height from average grade to the top of the roof beam to be 54 feet.

Marge Schmuckal
Zoning Administrator
1/13/03

CC: PENNY LITTELL; Sarah Hopkins

December 18, 2002

Mr. Nathan S. Szanton
Maine Workforce Housing, LLC
c/o The Szanton Company
One Longfellow Square
Portland, Maine 04101

RE: RLP Workforce Housing RFP/ Notice to Proceed – Harborside Apartments

Dear Mr. Szanton:

The Maine State Housing Authority (“MSHA”) has completed its review of the application submitted by Maine Workforce Housing, LLC under the 2002 Rental Loan Program Workforce Housing Request For Proposals (the “Program”). I am happy to inform you that the proposal (the “Application”) submitted by Maine Workforce Housing, LLC (the “Developer”) for a 30-unit family housing project located on 41 State Street in Portland Maine (the “Project”) has been selected for further processing.

This is a notice to proceed, **not** a commitment of financing. MSHA will continue its underwriting process which will include, but is not limited to, commissioning a real estate appraisal, a site visit and reviewing the technical submissions, reviewing operating budgets, and final underwriting.

In order for MSHA to complete the processing of the Application, the Developer must provide the following information, in a form satisfactory to MSHA, according to the following schedule:

- Phase I Environmental Site Assessment of the Project by February 28, 2003;
- 90% completed construction plans and specifications for the Project by March 31, 2003;
- Final construction plans and specifications for the Project by April 30, 2003;
- Written confirmation of planning board approval for the Project by May 30, 2003;
- Market study acceptable to MSHA by May 30, 2003;
- Appraisal acceptable to MSHA by May 30, 2003;
- Written commitment from an equity provider by June 15, 2002;
- Written construction-financing commitment in an amount equal to the entire construction budget for the Project by June 15, 2003 (MSHA subsidy only available at the permanent loan closing).

Should additional information be required, you will be notified immediately.

If MSHA does not receive this information on or before the dates indicated, or if MSHA decides not to issue a financing commitment upon completion of its underwriting review, MSHA may make the resources tentatively set aside for the Project available to another applicant.

Maine Workforce Housing, LLC
December 18, 2002
Page 2

If you have any questions about the process, please feel free to contact Todd Marlowe, the Development Program Officer who has been assigned to the Project, at either (207) 624-5791 or 1-800-452-4668 (ext. 791).

Sincerely,



Michael R. DeVos
Director of Development

cc: Todd Marlowe



Harborside Apartments: A Mixed-Income Residence

Location: 41 State Street, Portland

Developer: Maine Workforce Housing, LLC, a joint venture of
Nathan S. Szanton and Robert C.S. Monks

2/6/03

27 Resident Units
14 Market-Rate Units
13 Affordable Units

DEVELOPMENT BUDGET - SOURCES OF FUNDS

Sources of Funds

General Partner Deferred Developer Fee Loan	107,156	20% of Developer Overhead and Fee
Equity Raise from Sale of LIHTC	638,065	See Low Income Housing Tax Credit calculation, p. 3.
MSHA Subsidy	1,200,000	0% interest, principal deferred until sale or transfer, in 2nd position.
MSHA Taxable Debt	2,310,075	6% fixed-rate debt, interest-only for 10 years, then 30-year am. with a 30-year balloon.
TOTAL	4,255,295	

GP Deferred Loan Per Unit	3,969
Equity Raise Per Unit	23,632
Subsidy Per Unit	44,444
Amortizing Debt Per Unit	85,558

Harborside Apartments: A Mixed-Income Residence
 Location: 41 State Street, Portland
 Developer: Maine Workforce Housing, LLC, a joint venture of
 Nathan S. Szanton and Robert C.S. Monks

27 Resident Units
 14 Market-Rate Units
 13 Low-Income Units
 27 On-Site Parking Spaces

Configuration of Units		Sq. Ft.	Total Sq. Ft.
# Units	BRs		
3	1	579	1,737
6	1	596	3,576
2	1	600	1,200
9	2	896	8,064
6	2	919	5,514
1	2	729	729
Common Space:		4,880	20,820
Total Space, Occupied Floors:		25,700	25,700

DEVELOPMENT BUDGET - USES

Square Footage Fourth Floor (including mezzanines):
 Total Square Footage, Occupied Floors:

Square Footage Second Floor:
 Square Footage Third Floor:
 Common Space:
 Total Space, Occupied Floors:

Uses of Funds		
Site Acquisition	443,000	
Site Preparation	35,000	Water and sewer hook-ups; reconstruction of sidewalk; easements to use abutters' properties during construction
Construction Cost - Apartments	2,158,800	25,700 sq. feet at \$84 per sq. ft. Wood-frame construction. Includes appliances.
Construction Cost - Parking Level	200,200	Based on \$20 per sq. ft., for clean-up, construction of lobby and stairwell, rehab of exterior walls.
Construction Contingency/	239,400	10% of construction cost
Furnishings, Fixtures & Equipment	28,000	Common area furnishings, maintenance equipment, etc.
Architectural and Engineering	143,640	6% of total construction cost.
Geoenvironment	6,000	Includes test borings, test pits, soil test processing and report preparations
Testing and Special Inspections	5,000	As required during construction by MSHA, City of Portland, or other regulatory bodies
Cost Estimator	3,500	
Legal and Title, Non-TC Syndication	14,000	Land use and title opinions; document preparation for land acquisition and closing of non-LHTC sources of funds
Legal, TC Syndication-Related	37,000	Creation of partnership opinion, tax opinion, other documents and all due diligence related to LHTC transaction
Title Insurance	6,750	Based on \$1.50 per \$1000 of coverage for simultaneous owner's and lender's title insurance.
Cost Certification/Audit	6,500	Budgeting \$1,000 for Carryover Allocation certification and \$5,500 for final cost certification
Appraisal	5,000	
Standard Boundary Survey	6,500	Assumes pre-construction and as-built surveys required.
Market Study	5,000	To substantiate demand and determine proper rent levels.
Environmental Investigation	2,000	Currently, building is just a 1-story garage.
Relocation of Existing Tenants	0	
City and State Permits and Fees	2,000	Assumes \$400 per unit.
Sewer Connection Fee	10,800	LHTC Program Guide, p. 15.
RLP Application Fee	1,000	Non-refundable, due at execution of commitment
RLP Commitment Fee	2,000	2% of tax-exempt debt amount, due at construction loan close.
MSHA Financing Fee	49,500	LHTC Program Guide, p. 55.
Tax Credit Application Fee	1,000	LHTC Program Guide p. 72. \$250 per tax credit unit paid before issuance of an 8609.
Tax Credit Monitoring Fee	3,250	For unforeseen or underbudgeted soft costs
Soft Cost Contingency	15,000	10% of land acquisition + 15% of all other dvpt costs (exclusive of fee). 20% loaned back to the project as a source of financing.
Developer Overhead and Fee	535,778	
Year 1 Tax and Ins. Pre-Funding	32,400	
Rent-up/Marketing Reserve	20,000	
Operating Reserve	70,000	3 months of operating costs, including debt service
Pre-Funding of Replacement Reserve	23,590	Initial funding @ 1% cost of structures per MSHA RLP guide, p. 18
Construction Loan Origination Fee	12,250	.0035% of construction loan
Construction Loan Interest	105,000	Based on loan of \$3,500,000 at 6% for 12 months, with an avg. of 50% drawn down.
Construction Lender's Legal	8,500	
Construction Lender Inspection	5,400	\$300/inspection for 18 inspections
Construction Period Insurance	8,000	Builder's Risk Insurance
Construction Period Taxes	4,538	Based on mill rate of \$25 per \$1,000 of value, taxation on land only, \$121,000 assessed value, and 18 month constr. period.
TOTAL DEVELOPMENT COST	4,255,295	
Total Development Cost Per Unit	\$ 153,635	
(not counting donated developer fee)		

A#9

PORTLAND
CHESBURY
BUILDERS INC

Box 4902 D.T.S.
Portland, ME 04112
879-0118

January 17, 2003

Mr. Nathan Szanton
The Szanton Co.
1 Longfellow Square
Portland, Me 04101

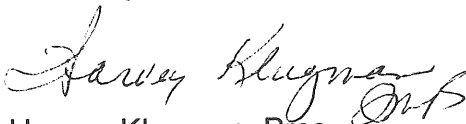
Dear Mr. Szanton:

I would like to thank you for the opportunity to work with you on the Harborside Apartments Development.

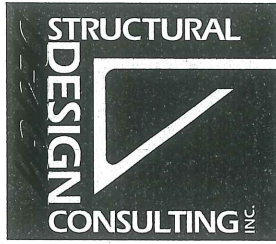
I have visited the site at 41 State Street and reviewed the current plans. I feel confident that we can construct the proposed apartments by staging off of the roof of the existing garage and, therefore, we would not need to have access to the abutters land.

If you have any other questions, please don't hesitate to call.

Sincerely,



Harvey Klugman, Pres.
HK/jmb



Five Balsam Lane
Falmouth ME 04105-2448

207.878.8038
Fax 207.878.8293

A4
10

January 28, 2003

David Lloyd
Archetype, P.A.
48 Union Wharf
Portland, ME 04101

Subject Harborside Apartments
41 State Street
Portland, ME

Dear David:

Section 1608.6 of the 1999 BOCA National Building Code (BOCA) requires that all roofs be capable of supporting localized snowdrift loads that form in the wind shadow of taller adjacent structures. BOCA refers to ASCE 7-98 "Minimum Design Loads for Buildings and Other Structures" for snowdrift requirements.

The proposed Harborside Apartments project is taller than existing structures on three sides. I have completed structural calculations in accordance with ASCE 7-98 to determine the potential of snow drifting on roofs of these adjacent properties. I have found that the proposed Harborside Apartment project as shown on the attached sheets, portion of No. 1 (Site Plan dated May 1985 prepared by Owen Haskell, Inc.) and A1-A7 (Architectural Plans and Elevations dated Jan. 27, 2003 prepared by Archetype, P.A.), does not cause a snowdrift on any of the adjacent properties.

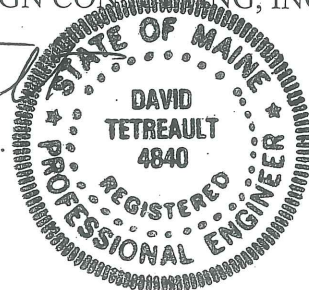
Please call me if there is any question.

Sincerely,

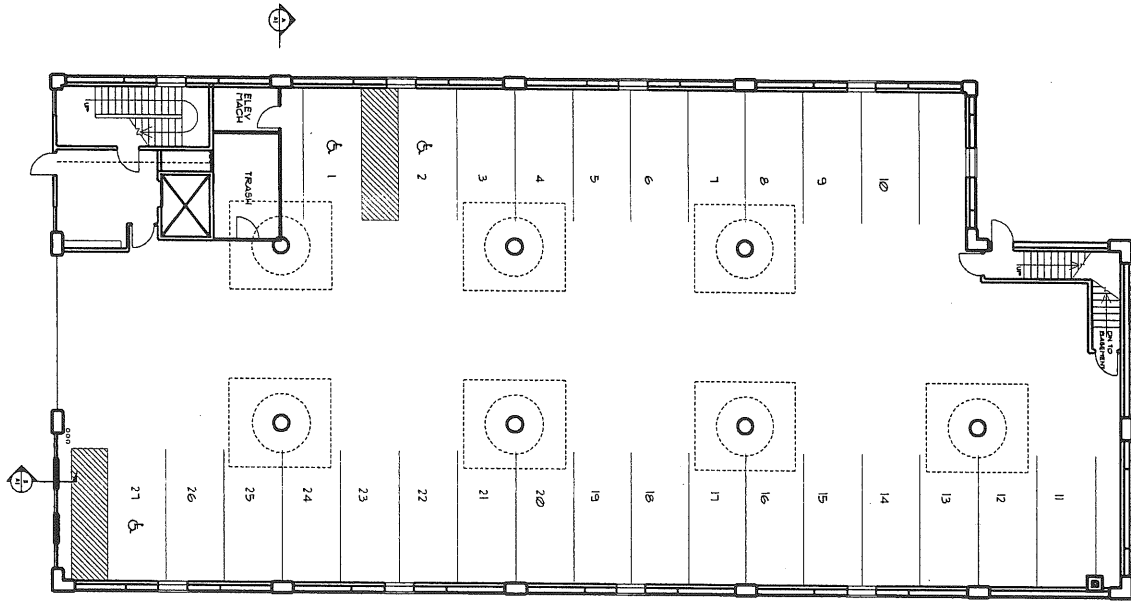
STRUCTURAL DESIGN CONSULTING, INC.

A handwritten signature in black ink that reads "David J. Tetreault".

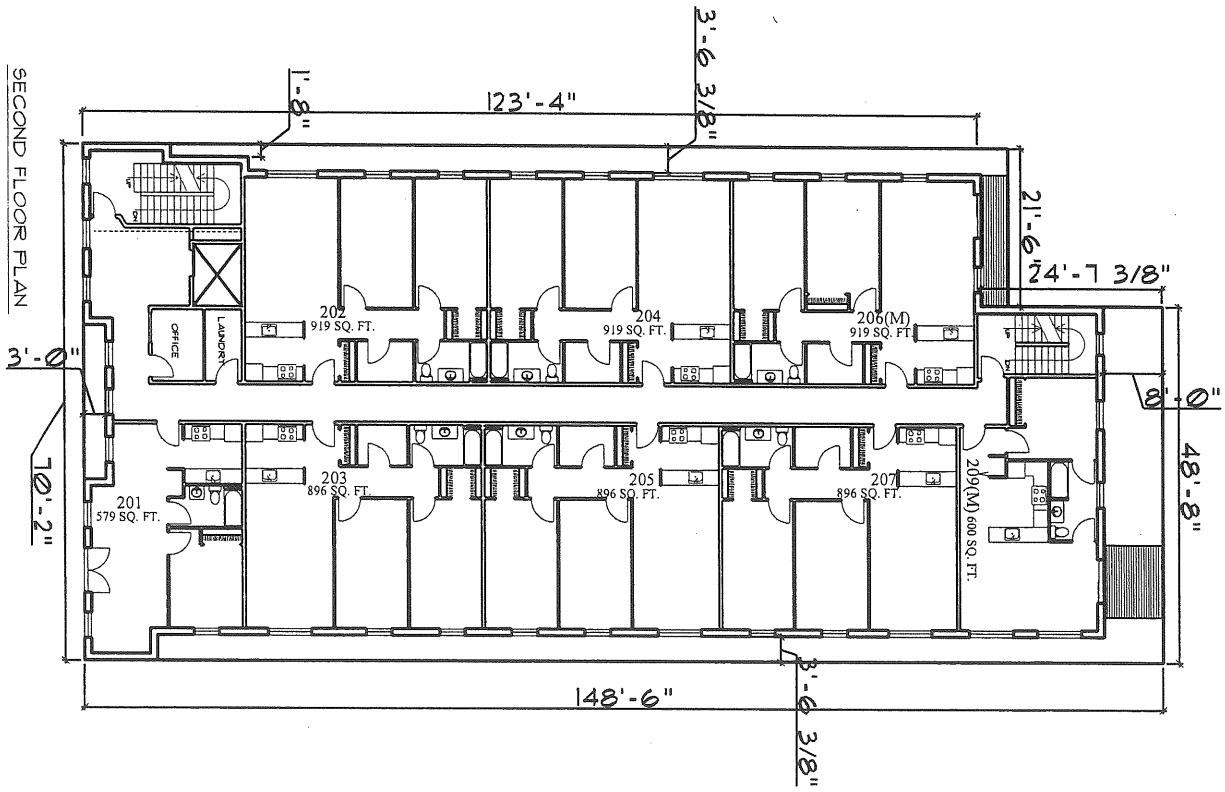
David J. Tetreault, P.E.



FIRST FLOOR PLAN

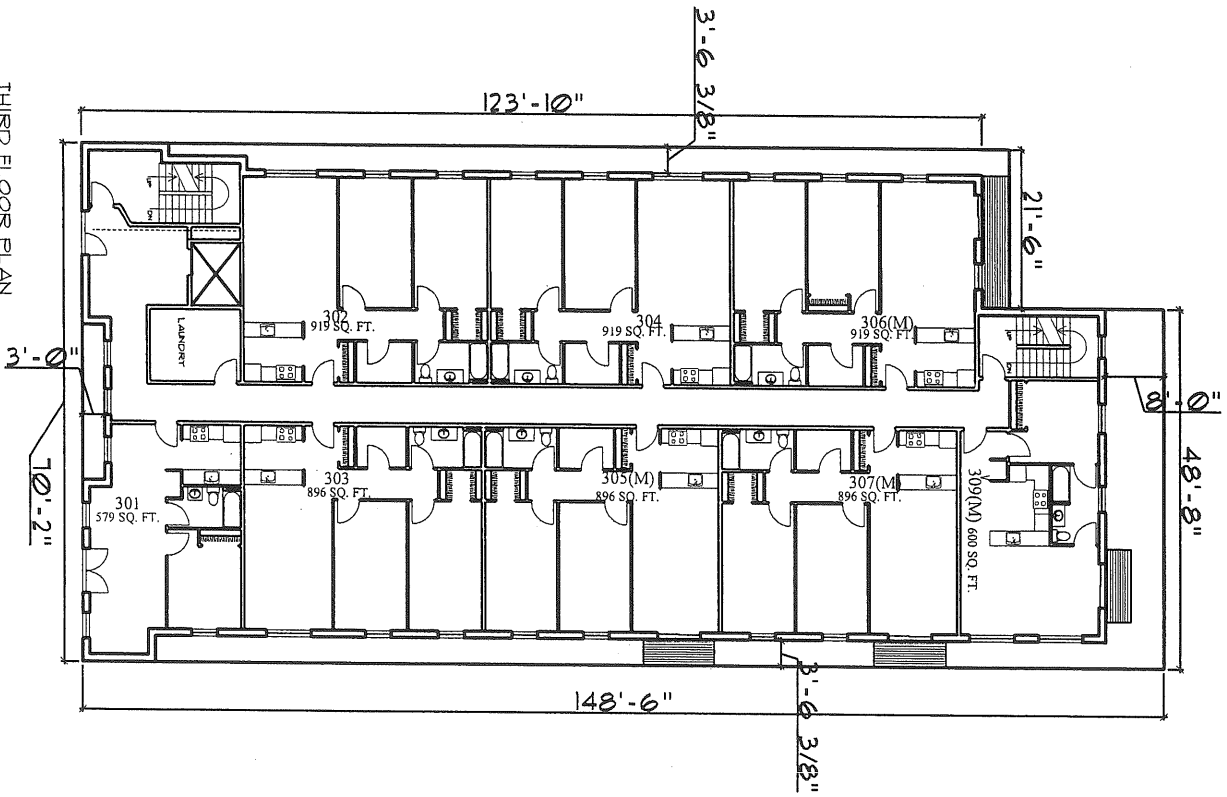


SECOND FLOOR PLAN

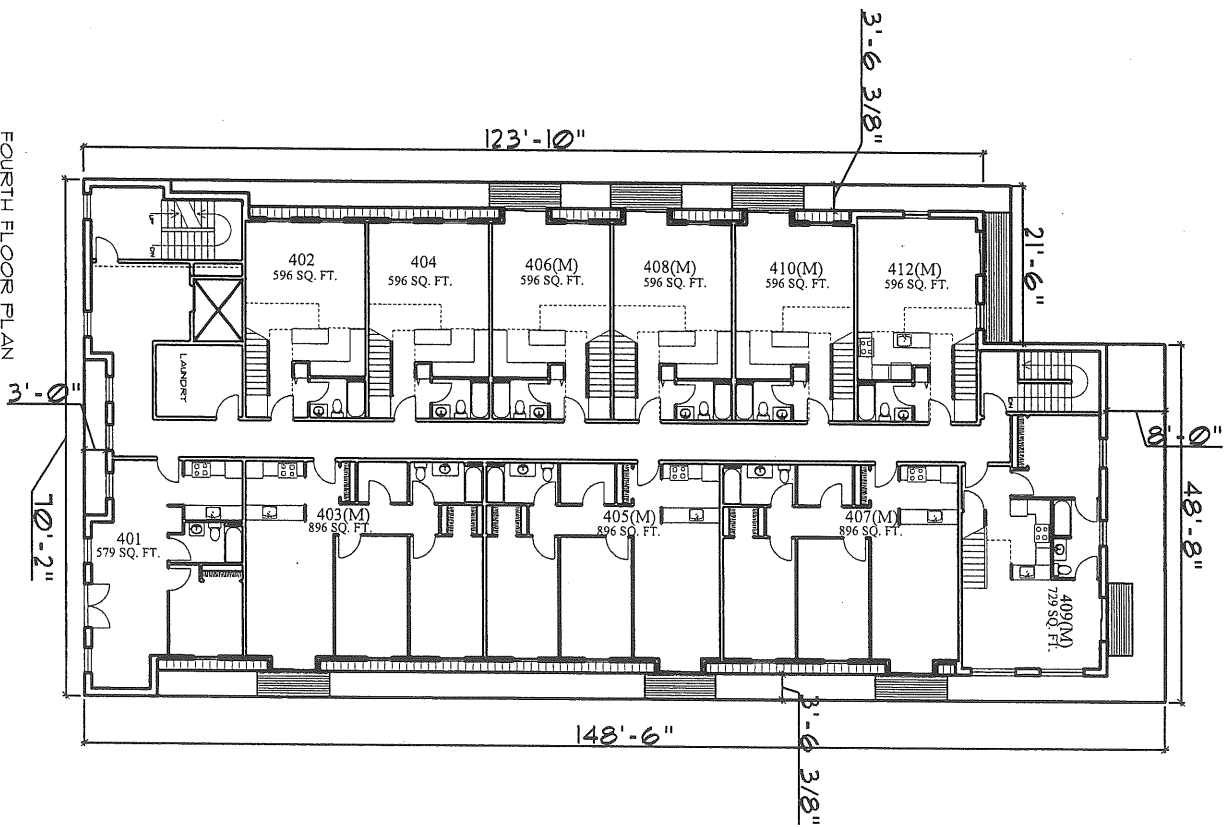


A1	FLOOR PLANS	Jan 21, 2003	Project:	ARCHETYPE, P.A.	Developer:
		1/8" = 1'-0"	HARBORSIDE APARTMENTS	ARCHITECTS	MAINE WORKFORCE HOUSING, LLC
		Revisions	41 STATE STREET, PORTLAND, MAINE	48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	

THIRD FLOOR PLAN



FOURTH FLOOR PLAN



A2

PLANS

Jan 27, 2002

1/8" = 1'-0"

Revisions

Project:

HARBORSIDE APARTMENTS

41 STATE STREET, PORTLAND, MAINE

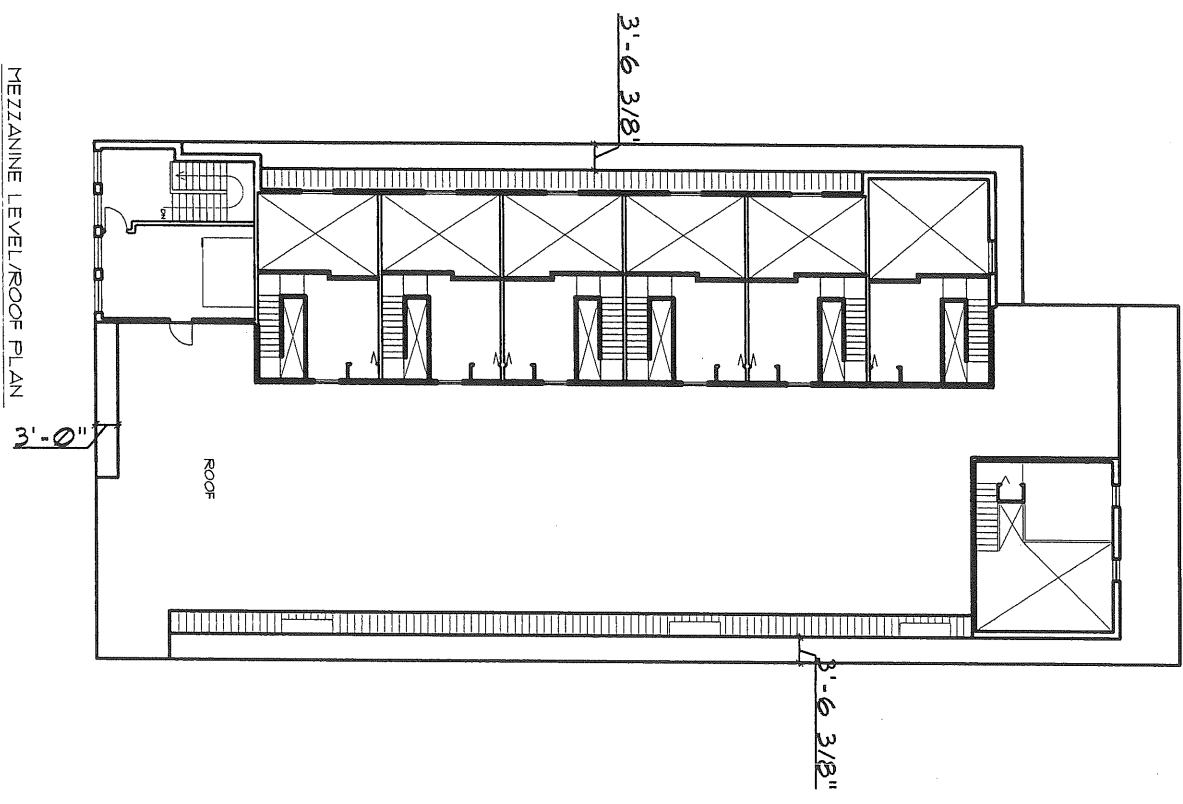
ARCHETYPE, P.A. ARCHITECTS

48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056

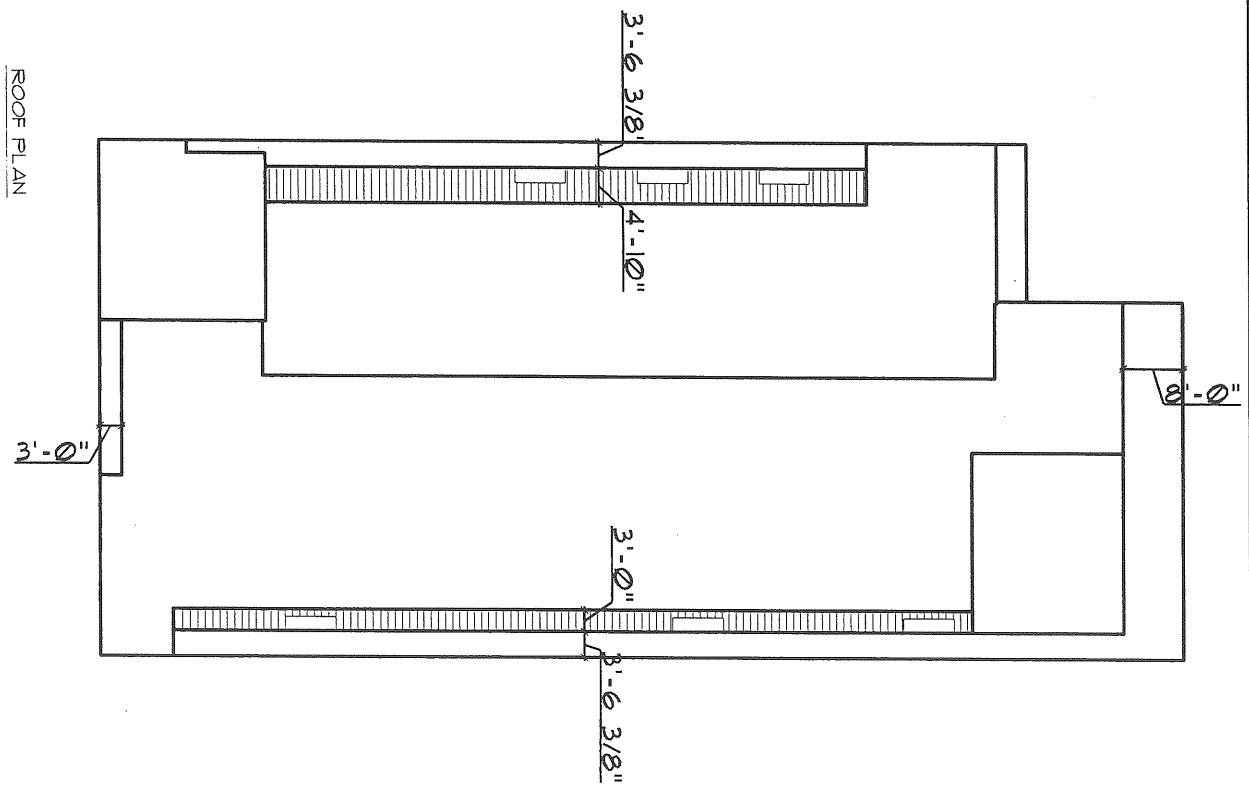
Developer:

MAINE WORKFORCE HOUSING, LLC

MEZZANINE LEVEL/ROOF PLAN



ROOF PLAN

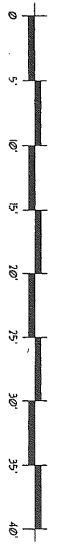


A3	PLANS	Jan 27, 2002	Project:	HARBORSIDE APARTMENTS 41 STATE STREET, PORTLAND, MAINE	ARCHETYPE, P.A. ARCHITECTS <small>48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056</small>	Developer: MAINE WORKFORCE HOUSING, LLC
		1/8" = 1'-0"				
		Revisions				

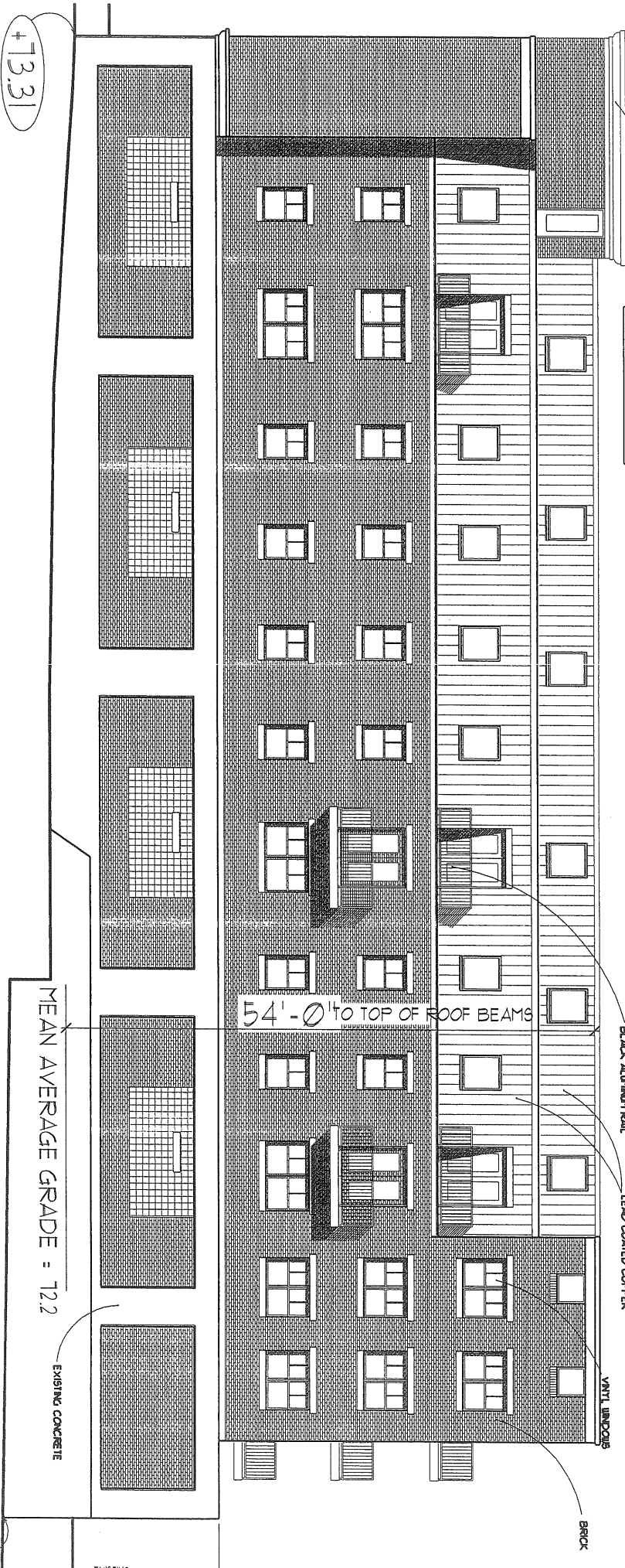
A5	EAST ELEVATION	Jan 21, 2003	Project	HARBORSIDE APARTMENTS 41 STATE STREET, PORTLAND, MAINE	ARCHETYPE, P.A. ARCHITECTS 48 Union Street Portland, Maine 04101 (207) 772-8022 Fax (207) 772-4035	Developer: MAINE WORKFORCE HOUSING, LLC
		NOT TO SCALE				



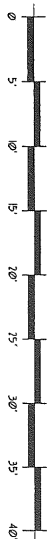
<p>AREA (RIGHT)</p> <p>WALL : 1250 sqFT</p> <p>OPENINGS : 225 sqFT</p> <p>PERCENTAGE : 18%</p>	<p>AREA (LEFT)</p> <p>WALL : 2452 sqFT</p> <p>OPENINGS : 94.5 sqFT</p> <p>PERCENTAGE : 38%</p>	<p>AREA (OVERALL)</p> <p>WALL : 3703 sqFT</p> <p>OPENINGS : 319.5 sqFT</p> <p>PERCENTAGE : 8.6%</p>
--	--	---



AREA CALC'S:
 WALL : 1591 sqFT
 OPENINGS : 806 sqFT
 PERCENTAGE : 10.6%



A6	SOUTH ELEVATION	Jan 21, 2003 NOT TO SCALE <small>Revisions</small>	Project: HARBORSIDE APARTMENTS 41 STATE STREET PORTLAND, MAINE	ARCHETYPE, P.A. ARCHITECTS 18 Union Street Portland, Maine 04111 (207) 772-6022 Fax (207) 772-4256	Developer: MAINE WORKFORCE HOUSING, LLC



+64.5

MEAN AVERAGE GRADE = 122

NEW DOOR
+12.8

+16.59

54'-0" TO TOP OF ROOF BEAMS

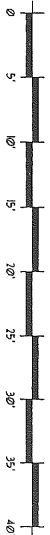
AREA (RIGHT)
WALL : 6216 sqft
OPENINGS : 641 sqft
PERCENTAGE : 10.2%

AREA (OVERALL)
WALL : 1423 sqft
OPENINGS : 662 sqft
PERCENTAGE : 8.9%

LEAD COATED COPPER

BRICK

A7	NORTH ELEVATION	Jan 21, 2003	Project: HARBORSIDE APARTMENTS 41 STATE STREET, PORTLAND, MAINE	ARCHETYPE, P.A. ARCHITECTS 48 Union Street Portland, Maine 04101 (207) 772-4022 Fax (207) 772-4055	Developer: MAINE WORKFORCE HOUSING, LLC
		NOT TO SCALE			



AH
11

Neighborhood Meeting
Monday, January 13, 7:00 p.m.
Regarding Proposed 3-Story Addition to Garage at 41 State Street

Minutes

Present: Nathan Szanton, developer; David Lloyd, architect; and 19 neighbors (see attached sign-in sheet for names and addresses).

Developer Nathan Szanton called the meeting to order at 7:05 p.m. He gave a brief overview of the proposed project, including its height; number of units; number of parking spaces in the garage; breakdown of market-rate and income-restricted units; traffic patterns; and City approvals process.

Architect David Lloyd then gave a brief visual presentation of the proposed addition, including a photo montage of the garage and surrounding streetscape as it exists today; a computer-generated image of what the proposed addition will look like after it's built; elevations of the addition from all four directions; and a space/bulk model of the proposed addition and all the buildings surrounding it.

The floor was then opened for questions. Questions were asked of and answered by Mr. Szanton and Mr. Lloyd on the following subjects:

- How much impact would this development have on the on-street parking scene adjacent to the building?
- Would traffic from the building use Stetson Court to enter/exit the garage?
- How long would construction take?
- What would construction hours be?
- How could one get on the waiting list for an apartment in this project?
- Was the City traffic engineer aware of this project? Did he have any concerns about it?
- Was the City parking director aware of it? What were his views on it?
- Where would construction equipment be stored during project construction?
- Would there be a way for pedestrians to continue to walk down State Street on that side of the street during construction?
- Had the developer thought of putting mirrors on the left and right of the garage door opening, so cars about to pull out could see pedestrians and bicycles on the sidewalk?

There were many compliments to the design of the building.

There were some questions about specific design elements pictured on the various elevations and renderings.

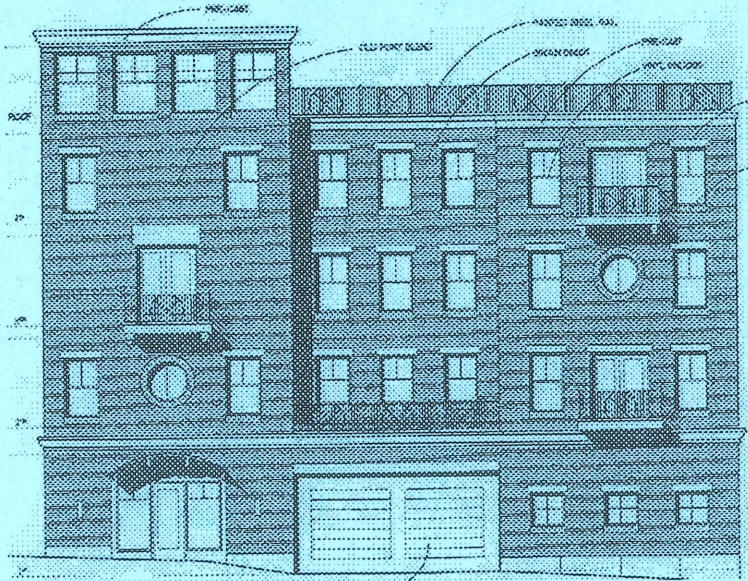
After there were no more questions, Mr. Szanton invited all in attendance to stay and enjoy the fruit and cookies, as well as to informally ask him or Mr. Lloyd any further questions. He gave out his phone number. The meeting adjourned at 8:20 p.m.

<u>Name</u>	<u>Address</u>	<u>Comments on the Proposal for 41 State</u>
① In organ area	100 State St	
② Kay Chadbourne	100 STATE ST.	
③ Julia Lechosz	100 State St. Apt. 520	Very impressed! Interested in unit in the new building
④ Mary Keane	100 State ST Apt. 519	Interested in a unit.
⑤ Nellie Willcutt	100 State St.	
⑥ Katherine Searles	14 Stetson Ct	Very impressed
⑦ David Sewliss	14 Stetson Ct.-	(Alice)
⑧ Aaron Shapiro	City of Portland.	
⑨ Gregory Day	15 Stetson Court	
⑩ Nicola Eden	15 Stetson Court.	
⑪ Jacqueline Moore	100 State Street, #411	
⑫ Andy Price	48 State St Apt 21	
⑬ Bonnie Mattozzi	9 TATE ST.	A well thought out improvement
⑭ Rep. John Eder	44 Park St 8710317	Can I get an application?

<u>Name</u>	<u>Address</u>	<u>Comments on the Proposal for 41 States</u>
⑮ <i>Susan</i>	100 State St	
⑯ <i>Patty Blake</i>	100 State St.	Good for neighborhood
⑰ <i>Aue Chapman</i>	100 State St	
⑱ <i>Mary Redlow</i>	100 State St	
⑲ <i>Sarah Adams</i>	100 State Street	
⑳		
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㉘		

An Invitation

To the second in a series of discussions with the developer and architect of the planned 3-story addition to the garage building at 41 State Street for housing.



*Monday, January 13, 7:00 p.m.
100 State Street Auditorium*

Come share your thoughts, concerns, wishes.
Or just come to listen.

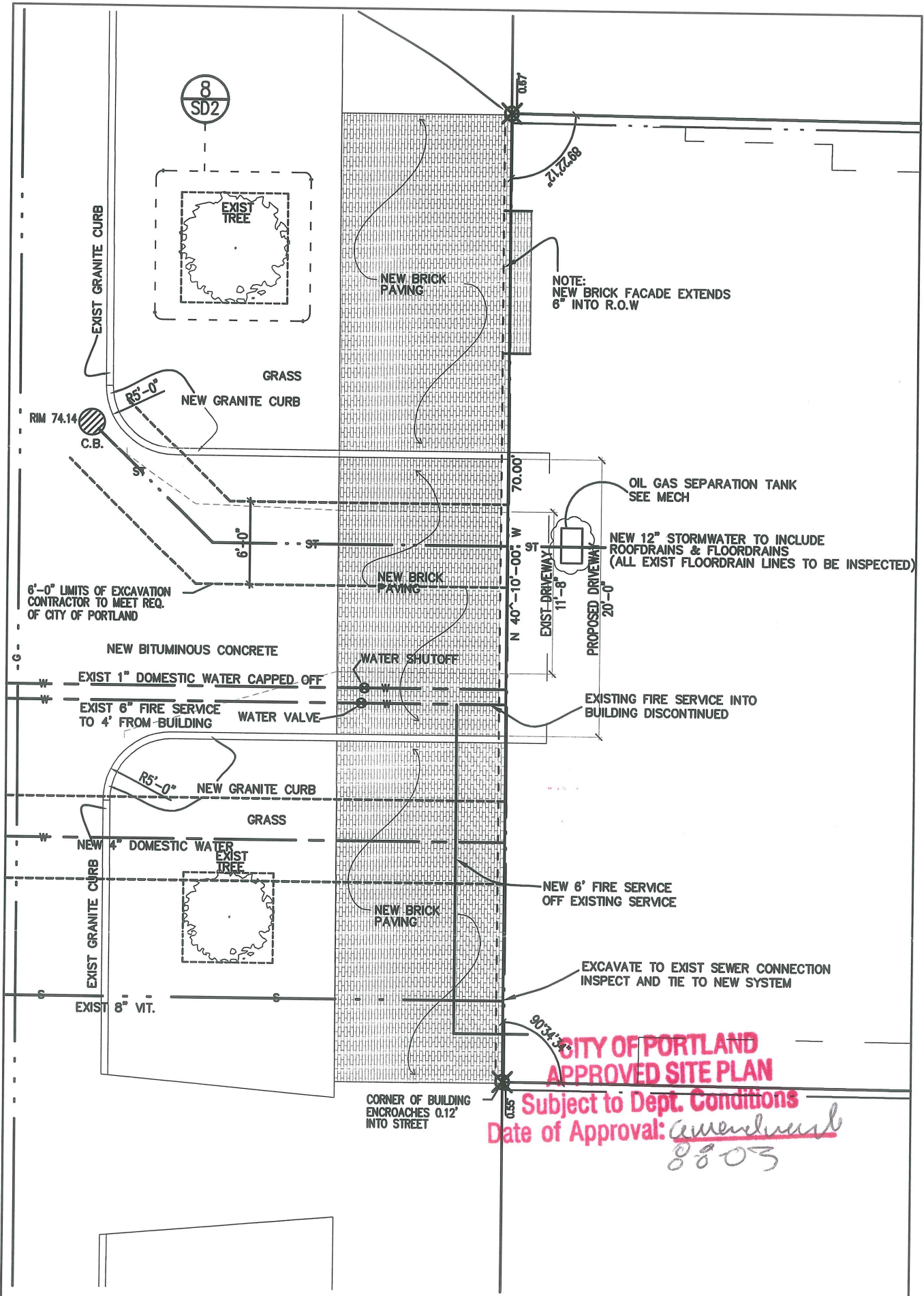
Refreshments will be served.

For more information, contact
Nathan Szanton at (207) 871-9811.

AH
12

Dear Chair Caron,
Members of the planning board,
My apologies for not raising my concerns about 41 State Street earlier.
I have not been able to make it to your meetings as of yet.
I am a property owner address:15 Stetson Court.
One of the closer properties to be affected by the proposed building
Some of my biggest concerns are that the new building will be blocking most of
our sunlight,
From approximately 8:30 - 3:00 causing all of Stetson ct. to remain in ice all
winter.
It's already treacherous.
Our heating bills will increase tremendously,
All our sun loving plants will die.
The parking issues are already a big problem on our street.
We will be losing all of our privacy.
We will have a huge wall of people able to look into our 3 apartments.
This project also will probably lower our property value considerably.
The construction noise will be horrible for over a year and make it very difficult to
keep our apartments rented.
We have invested years of work and a lot of money into our home and have
worked very hard to make it nice.
This building feels like a terrible and overwhelming insult to our home and
neighborhood.
Sincerely,
David Cedrone
Matthew Manzo
207-772-7522





NOTE:
NEW BRICK FACADE EXTENDS
6" INTO R.O.W

OIL GAS SEPARATION TANK
SEE MECH

NEW 12" STORMWATER TO INCLUDE
ROOFDRAINS & FLOORDRAINS
(ALL EXIST FLOORDRAIN LINES TO BE INSPECTED)

6'-0" LIMITS OF EXCAVATION
CONTRACTOR TO MEET REQ.
OF CITY OF PORTLAND

NEW BITUMINOUS CONCRETE
EXIST 1" DOMESTIC WATER CAPPED OFF

EXIST 6" FIRE SERVICE
TO 4' FROM BUILDING

EXISTING FIRE SERVICE INTO
BUILDING DISCONTINUED

NEW 4" DOMESTIC WATER

NEW 6" FIRE SERVICE
OFF EXISTING SERVICE

EXCAVATE TO EXIST SEWER CONNECTION
INSPECT AND TIE TO NEW SYSTEM

**CITY OF PORTLAND
APPROVED SITE PLAN**
Subject to Dept. Conditions
Date of Approval: *Gemeinhart*
8803

CORNER OF BUILDING
ENCROACHES 0.12'
INTO STREET

SKG	PART SITE PLAN	May 28, 2003	Project:	ARCHETYPE, P.A.	Developer:
		NTS	CASCO TERRACE	ARCHITECTS	MAINE WORKFORCE HOUSING, LLC
		Revisions	41 STATE STREET, PORTLAND, MAINE	48 Union Wharf Portland, Maine 04101 (207) 772-8022 Fax (207) 772-4056	

REVOCABLE LICENSE
FOR

Maine Workforce Housing, LLC
RE: Casco Terrace, 41 State Street

A revocable license is hereby granted Maine Workforce Housing, LLC to occupy portions of land owned by the City of Portland on 41 State Street, which property abuts the property of Geoffrey Rie and Elizabeth Lee, located at 45-47 and 31-33-35 State Street, for the purpose of projecting balconies, cornices + an awning on the City property described on attached Exhibit A. Occupancy of the public sidewalk by Maine Workforce Housing, LLC, as shown on Exhibit B (Plan entitled Public Easement Plan dated April 18, 2003), is subject to the following conditions:

1. Maine Workforce Housing, LLC its successors and assigns (hereinafter "Licensees") shall indemnify the City of Portland, its officers, agents and employees from any and all claims which arise out of its use, or the use of others, of the City's property in conjunction with activities related - to projecting balconies, cornices or the
(awning) upon City property as shown on the attached plan.

2. Licensees shall procure and maintain liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit, covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensees under the terms of this license.

3. This license is assignable to any owners of the building located at - 41 State Street.

4. This license may be revoked upon Six (6) months written notice by the City in the event that: 1) the building shown on the attached plan (Exhibit C) fails to be constructed in accordance with the attached plan (Exhibit C) or any amendments thereto; 2) the building as shown on the attached plan (Exhibit C) or any amendments thereto is destroyed, removed or otherwise thereafter ceases to exist on the site at 41 State Street, Portland Me. for a period of one year or more.

CITY OF PORTLAND

By:


Joseph E. Gray
City Manager

Seen and Agreed to by:

Mad S. Gray
Its: Managing Member, Maine Workforce Housing, LLC

REVOCABLE LICENSE
FOR
Maine Workforce Housing, LLC
Re: Casco Terrace, 41 State Street, Portland, Maine

Exhibit A

- 1) A strip of airspace above the sidewalk in front of 41 State Street measuring one and a half feet (1 and 1/2 feet) wide, to accommodate the brick veneer facade of the building, French balconies, and cornices which protrude out from the building over the sidewalk.

- 2) A strip of airspace measuring three feet six and quarter inches (3' 6 and 1/4") deep and twelve feet three inches (12' 3") long, into which will protrude the glass and steel canopy over the front entranceway of the building at 41 State Street.

Please see plan market Exhibit B to this license application.

INDEMNITY AGREEMENT

Maine Workforce Housing, LLC, a Maine corporation with a place of business at One Longfellow Square, Portland (City), County of Cumberland and State of Maine, its successors and assigns, in exchange for the permission granted by the City of Portland for a revocable license to occupy portions of land on public property abutting property owned by said corporation at 41 State Street, Portland, Maine as shown on Attachment A, covenants and agrees to indemnify, defend and hold harmless the City of Portland, its agents, employees, officers, attorneys, successors and assigns, and each of them jointly and severally, from any and all damages; actions; causes of action; claims and demands of any nature, whether for property damage or personal injury (including death); and costs, including without limitation costs of attorneys' fees and defense, which Maine Workforce Housing LLC, its successors and assigns, or which any other person, partnership, corporation, or other entity have or may have on account of said use of the public property.

Dated: 6/16/03

Nathan S. Szanton

By: Nathan S. Szanton
Print or Type Name

Its: Managing Member

INDEMNITY AGREEMENT

by

Maine Workforce Housing, LLC

Re: Casco Terrace, 41 State Street, Portland, Maine

Attachment A

- 1) A strip of airspace above the sidewalk in front of 41 State Street measuring one and a half feet (1 and 1/2 feet) wide, to accommodate the brick veneer facade of the building, French balconies, and cornices which protrude out from the building over the sidewalk.

- 2) A strip of airspace measuring three feet six and quarter inches (3' 6 and 1/4") deep and twelve feet three inches (12' 3") long, into which will protrude the glass and steel canopy over the front entranceway of the building at 41 State Street.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2003

AGENCY (207)774-6257 FAX (207)774-2994
 Mark Associates
 2385 Congress Street
 P O Box 3543
 Portland, ME 04104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Wright Ryan Construction Inc
 10 Danforth Street
 Portland, ME 04101

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTG INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP 0000634 20	02/24/2003	02/24/2004	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP 0000633 21	02/24/2003	02/24/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CUA 0000635 20	02/24/2003	02/24/2004	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA 0000631 22	02/24/2003	02/24/2004	E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	OTHER LEASED EQUIPMENT	CPP 0000634 20	02/24/2003	02/24/2004	\$100,000 SPECIAL FORM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Casco Terrace
 Additional Insured under the General Liability section: Casco Terrace, LP, Banknorth N.A. and City of Portland

"Revised Certificate"

CERTIFICATE HOLDER

Casco Terrace, LP
 Attention: Nathan Szanton
 One Longfellow Square
 Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Kenneth Ross/GJK

Kenneth A. Ross

©ACORD CORPORATION 1988

ACORD 25 (2001/08) FAX: 761-0155

REVOCABLE LICENSE
FOR
Maine Workforce Housing, LLC
RE: Casco Terrace, 41 State Street

A revocable license is hereby granted Maine Workforce Housing, LLC to occupy portions of land owned by the City of Portland on 41 State Street, which property abuts the property of Geoffrey Rice and Elizabeth Lee, located at 45-47 and 31-33-35 State Street, for the purpose of projecting balconies, cornices + an awning on the City property described on attached Exhibit A. Occupancy of the public sidewalk by Maine Workforce Housing, LLC, as shown on Exhibit B (Plan entitled Public Easement Plan dated April 18, 2003), is subject to the following conditions:

1. Maine Workforce Housing, LLC its successors and assigns (hereinafter "Licensees") shall indemnify the City of Portland, its officers, agents and employees from any and all claims which arise out of its use, or the use of others, of the City's property in conjunction with activities related - to projecting balconies, cornices or the ^(awning) upon City property as shown on the attached plan.

2. Licensees shall procure and maintain liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit, covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensees under the terms of this license.

3. This license is assignable to any owners of the building located at - 41 State Street.

4. This license may be revoked upon six (6) months written notice by the City in the event that: 1) the building shown on the attached plan (Exhibit C) fails to be constructed in accordance with the attached plan (Exhibit C) or any amendments thereto; 2) the building as shown on the attached plan (Exhibit C) or any amendments thereto is destroyed, removed or otherwise thereafter ceases to exist on the site at 41 State Street, Portland Me. for a period of one year or more.

CITY OF PORTLAND

By: _____

Joseph E. Gray
Joseph E. Gray
City Manager

Seen and Agreed to by:

Mad S. Gray
Its: Managing Member, Maine Workforce Housing, LLC

REVOCABLE LICENSE
FOR
Maine Workforce Housing, LLC
Re: Casco Terrace, 41 State Street, Portland, Maine

Exhibit A

- 1) A strip of airspace above the sidewalk in front of 41 State Street measuring one and a half feet (1 and 1/2 feet) wide, to accommodate the brick veneer facade of the building, French balconies, and cornices which protrude out from the building over the sidewalk.

- 2) A strip of airspace measuring three feet six and quarter inches (3' 6 and 1/4") deep and twelve feet three inches (12' 3") long, into which will protrude the glass and steel canopy over the front entranceway of the building at 41 State Street.

Please see plan market Exhibit B to this license application.

INDEMNITY AGREEMENT

Maine Workforce Housing, LLC, a Maine corporation with a place of business at One Longfellow Square, Portland (City), County of Cumberland and State of Maine, its successors and assigns, in exchange for the permission granted by the City of Portland for a revocable license to occupy portions of land on public property abutting property owned by said corporation at 41 State Street, Portland, Maine as shown on Attachment A, covenants and agrees to indemnify, defend and hold harmless the City of Portland, its agents, employees, officers, attorneys, successors and assigns, and each of them jointly and severally, from any and all damages; actions; causes of action; claims and demands of any nature, whether for property damage or personal injury (including death); and costs, including without limitation costs of attorneys' fees and defense, which Maine Workforce Housing LLC, its successors and assigns, or which any other person, partnership, corporation, or other entity have or may have on account of said use of the public property.

Dated: 6/16/03

Nathan S. Szanton

By: Nathan S. Szanton
Print or Type Name

Its: Managing Member

INDEMNITY AGREEMENT

by

Maine Workforce Housing, LLC

Re: Casco Terrace, 41 State Street, Portland, Maine

Attachment A

- 1) A strip of airspace above the sidewalk in front of 41 State Street measuring one and a half feet (1 and 1/2 feet) wide, to accommodate the brick veneer facade of the building, French balconies, and cornices which protrude out from the building over the sidewalk.

- 2) A strip of airspace measuring three feet six and quarter inches (3' 6 and 1/4") deep and twelve feet three inches (12' 3") long, into which will protrude the glass and steel canopy over the front entranceway of the building at 41 State Street.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/22/2003

INSURER (207)774-6257 FAX (207)774-2994
 Mark Associates
 2385 Congress Street
 P O Box 3543
 Portland, ME 04104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED Wright Ryan Construction Inc
 10 Danforth Street
 Portland, ME 04101

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT. <input checked="" type="checkbox"/> LOC	CPP 0000634 20	02/24/2003	02/24/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP 0000633 21	02/24/2003	02/24/2004	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CUA 0000635 20	02/24/2003	02/24/2004	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA 0000631 22	02/24/2003	02/24/2004	\$100,000 SPECIAL FORM
A	OTHER LEASED EQUIPMENT	CPP 0000634 20	02/24/2003	02/24/2004	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Casco Terrace
 Additional Insured under the General Liability section: Casco Terrace, LP, Banknorth N.A. and City of Portland

"Revised Certificate"

CERTIFICATE HOLDER

Casco Terrace, LP
 Attention: Nathan Szanton
 One Longfellow Square
 Portland, ME 04101

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AUTHORIZED REPRESENTATIVE
 Kenneth Ross/GJK



©ACORD CORPORATION 1988

ACORD 25 (2001/08) FAX: 761-0155

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PRODUCER (207)774-6257 FAX (207)774-2994
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INSURED Wright Ryan Construction Inc
 10 Danforth Street
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INSURERS AFFORDING COVERAGE	NAIC #
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INSURER C:	
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP 0000633 21	02/24/2003	02/24/2004	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CUA 0000635 20	02/24/2003	02/24/2004	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
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					E.L. EACH ACCIDENT	\$ 500,000
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AUTHORIZED REPRESENTATIVE
 Kenneth Ross/GJK



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AH. T. 1

PUBLIC WORKS ENGINEERING REVIEW....3/19/03

I have reviewed the submittal dated 3/6/03 and offer the following comments:

1. The plans for the parking garage should specify spot grades to verify positive drainage, relating to snow melt or cars getting washed, etc., towards State Street.
2. Will this parking garage/area be equipped with drainage inlets? The "site plan" specifies a 6" storm drain line that is directed towards this area. Or is this storm drain line exclusively for roof drainage?
3. Public Works is recommending the applicant direct the proposed 6" storm drain line into the existing catch basin in State Street. We are also requesting the plans specify that this inlet be created by "core drilling" the structure and fitting the new invert with a flexible fitting.
4. The application letter, on page 3 of 9 under item 5, states that this development is "not burdening the City by extending new water, sewer or other systems to accommodate the development". This is not accurate, since there is a dramatic change in use of this site from commercial to multi-unit residential. Further, the applicant is proposing a new sanitary service into the City's State Street sewer, which is an old "egg shaped" brick sewer. As such, we are requesting the applicant utilize the existing sanitary connection, located near the southeast corner of the site.
5. The "site plan" should specify the limits of excavation within the State Street right of way.
6. The applicant is advised to contact Carol Merritt at Public Works regarding the fees and permits associated with construction activity within the right of way.
7. The plan set must include a detail sheet which includes construction details specific to this development proposal.

PUBLIC WORKS ENGINEERING REVIEW....5/9/03

I have reviewed the plans dated 4/24/03 and received at Public Works on 5/7/03 and offer the following comments:

1. As stated in the previous review, dated 3/19/03, Public Works is requesting the applicant direct the proposed 12 inch diameter storm drain into the existing catch basin, located at the northwest corner of the curb cut. In addition, the applicant needs to define what is being collected and discharged through this pipe. The plans specify one floor drain in the "trash/recycling room", but the application is not clear if roof drains or internal building drains are collected in this pipe. If it has been determined that floor drains are collected into this pipe, Public Works is requesting the applicant provide and oil/gas separation tank be installed prior to site runoff entering the City collection system.
2. Evidence of a "sewer capacity" letter, either being requested of this Department or received by the applicant, has not been submitted.
3. As requested in the previous review, the plans must specify the anticipated limits of excavation within the State Street right of way.

June 20, 2003

Tony Lombardo
Portland Public Works
55 Portland Street
Portland, ME 04101

RE: Casco Terrace, 41 State Street

Dear Tony,

Following are answers to your concerns in the 3/19/03 review:


1. The existing floor drains are shown on drawing A1. The existing slab is sloped to all floor drains.
2. Existing floor drains will be used and the roof drains will also be directed to storm drain.
3. As shown on drawing SD1 we are running storm drain to existing catch basin.
4. Documents now show use of existing sewer.
5. See SD1 limits of excavation now shown.
6. We will contact Carol Merritt regarding fees and permits.
7. See detail sheet SD2.

Following are answers to your review of 5/9/03:

1. All floor drains and roof drains go into an oil/gas separation tank and into existing catch basin. See SD1
2. Sewer capacity letters have been submitted.
3. Limits of excavation are now shown.
4. Plans now show use of existing sewer line.
5. Details shown on SD2.

Thank you for your time in reviewing this project. Please call with any concerns.

Sincerely,



David Lloyd
Architect

Enclosures: Drawings # SD1 & SD2

cc: Bill Needleman
Nathan Szanton

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

This contract made this 16th day of June, 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

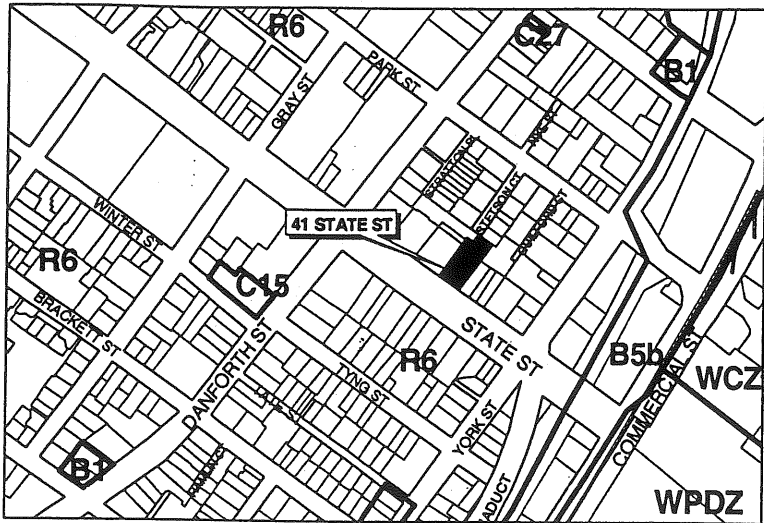
WHEREAS, the Portland Planning Board, pursuant to 30-A M.R.S.A. §4352(8), and after notice and hearing and due deliberations, recommended the rezoning of the Property, subject, however, to certain conditions; and

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.



Proposed Zone Change from R6 to Contract for 41 State St.

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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
 - b. The maximum height for the structure shall be fifty four (54) feet.
 - c. The maximum density shall be no more than twenty seven (27) residential units as detailed in paragraph 2. above.
 - d. Lot coverage shall be one hundred (100) percent.
 - e. No open space is required.
 - f. 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.

8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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:

Valerie E. O. Babcock

MAINE WORKFORCE HOUSING LLC

By *Nathan Szanton*
 Nathan Szanton
 Its Managing Member

State of Maine

Cumberland, ss.

Date: *Jun. 16, 2013*

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.

David Lakari
 Notary Public *DAVID LAKARI*

From: "David Lloyd" <lloyd@archetypepa.com>
To: "William Needleman" <WBN@ci.portland.me.us>
Date: Fri, Jun 13, 2003 4:33 PM
Subject: RE: 41 State

Bill. Did I express my concern to strongly? Please except my apologizes and thank you for following up.

David

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

From: William Needleman [mailto:WBN@ci.portland.me.us]
Sent: Friday, June 13, 2003 9:06 AM
To: MES@ci.portland.me.us; PL@ci.portland.me.us
Cc: lloyd@archetypepa.com; AWL@ci.portland.me.us; Szanton@maine.rr.com; Jseymour@sebagotechnics.com
Subject: 41 State

To all:

David Lloyd called me to express his concern (to put it mildly) that his building permit for 41 State Street is on hold for lack of a signed contract zone.

Let's step back and review the status.

First, has the contract been signed? If so, please let's get copies to everyone who should have them.

Secondly, the building permit will wait until all of the conditions are met. Most are being addressed and I know that the Historic Preservation Committee will conclude their work on this coming Wed. We need a deed (for review and approval by Penny,) sign off by Jim Seymour and Tony Lombardo, and \$1600 toward trees.

Lastly, no permits go out without an approved and executed performance guarantee and all fees having been paid. The mold man has invoiced us and so all of the review fees should be current.

Thank you all.

Bill

CITY OF PORTLAND, MAINE
PLANNING BOARD

Jaimy Caron, Chair
Mark Malone, Vice Chair
Orlando E. Delogu
Kevin Beal
Lee Lowry III
Michael Patterson

May 27, 2003

Nathan Szanton
Workforce Housing, LLC.
One Longfellow Square
Portland, Maine 04101

RE: Harborside Apartments, 41 State Street

CBL: 44-B-023

Dear Mr. Szanton:

On May 13, 2003, the Portland Planning Board voted unanimously on the following motions regarding the Harborside Apartments subdivision:

- i. That the proposed development is in conformance with the Subdivision Ordinance of the Land Use Code

Subdivision approval is subject to the following conditions of approval:

- a. That no building permit for the project will be issued prior to the submittal of an executed deed for the subject property. Said deed will be submitted for the review and approval of City Corporation Counsel.
- ii That the proposed construction meets the Standards for Review of Construction of the historic preservation ordinance,

Historic Preservation approval is subject to the following conditions of approval:

- a. That alternative treatments for the garage door be examined by the project architect.
- b. That the final design and specifications for the garage door, together with a detail of the main entrance door and a color sample of the pre-cast concrete, be presented to the Historic Preservation Committee for final review.

representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.

6. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact William B. Needelman, Senior Planner, at 874-8722

Sincerely,



Jaimey Caron, Chair
Portland Planning Board

cc: Lee D. Urban, Planning and Development Department Director
Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
✓ William B. Needelman, Senior Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Karen Dunfey, Inspections
Michael Bobinsky, Public Works Director
Larry Ash, Traffic Engineer
Tony Lombardo, Project Engineer
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Don Hall, Appraiser, Assessor's Office
Approval Letter File