

45-B-26

99 State St.

Zoning Map Change  
Crandall Toothaker

on Spreadsheet

**I. INTRODUCTION**

Crandall Toothaker is requesting review of a zoning map change proposal for the property located at 99 State Street. The proposed change would be from R-6 Residential to R-7 Compact Urban Residential Overlay Zone. Mr. Toothaker is requesting this change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

**II. SUMMARY OF FINDINGS**

Zoning:	R-6 Residential
Parcel Size:	R-7 Compact Urban Residential Overlay Zone
Land Area:	.13 acres
Existing Use:	3 unit residential with garage
Proposed Use:	4 unit residential
Land Uses in the Vicinity:	Multi-family residential buildings, Mercy Hospital

**III. PROPOSED DEVELOPMENT**

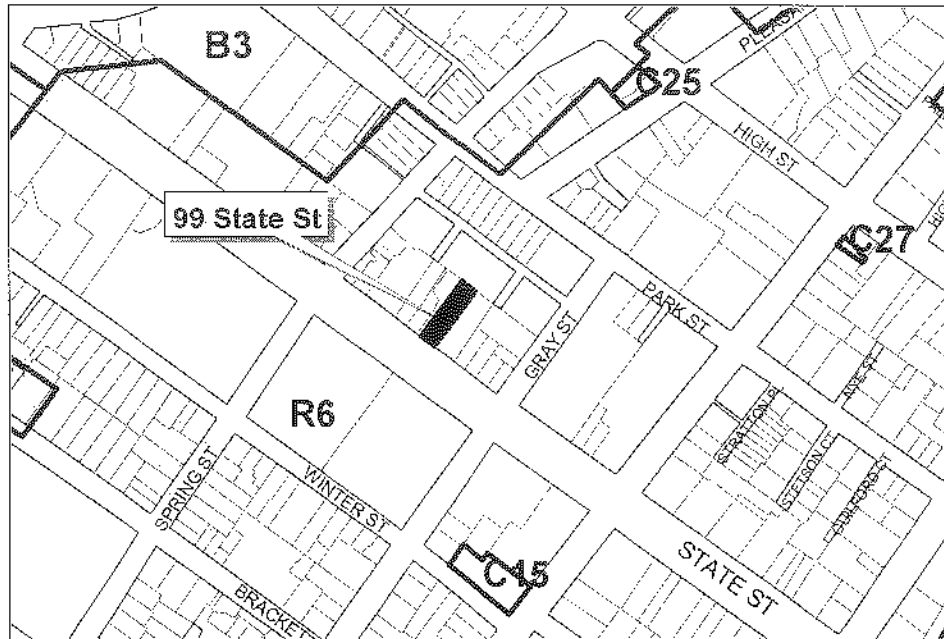
Mr. Toothaker is requesting this zone change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

The applicant recently converted this property to a 3-unit condominium known as Ninety-Nine State Street Condominium. The condominium conversion permit is included as Attachment 1. Within the condominium documents, Mr. Toothaker retained the right to seek a change of zone for the carriage house, permitting him, if approved by the City, to create a residential unit in the carriage house.

The applicant is requesting an R-7 designation because the development does not meet the R-6 setback requirements. The Zoning Administrator has reviewed the proposal for compliance with the R-7 zoning and setback requirements and has found them to be acceptable.

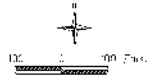
Existing uses within the area are primarily multi-family buildings, with Mercy Hospital buildings located nearby.

Shown on the following page is the proposed zone change map.



Map produced by the City of Portland's Department of Planning & Urban Development & the 315 Workgroup, November 2002

**Proposed Zone Change from R6 to R7  
for 99 State St.**



**IV. ZONING POLICY ANALYSIS**

The purpose of the R-7 Compact Urban Residential Overlay Zone is:

*“To encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the New Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.*

*Locations for siting the R-7 zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties...It may be appropriate in some cases to rezone to R-7 overlay through conditional or compact zoning to ensure that new development is architecturally appropriate and compatible with the surrounding neighborhood.”*

The R-7 Zone concept was developed to address the need for infill housing opportunities in Bayside and other areas of the peninsula. As A New Vision for Bayside states:

*“A true urban district has a healthy mix of residences, and Bayside needs more housing to be a stable and vital neighborhood. Portland will have to revise zoning, provide infrastructure improvements, and create financial incentives to spur development of appropriate and compatible housing construction of the quantities, density, types, and design quality needed to meet the ambitious targets of the plan.”*

In the Housing Component of the Land Use Code, Policy #1 states:

*“Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.”*

Also, in the Housing Component, Policy #2 states:

*“Maintain, rehabilitate, and restore the existing housing stock as a safe and important physical, economic and architectural resource for the community.”*

And Objective 2.c of Policy #2 states:

*“Target vacant buildings for maintenance, rehabilitation and reuse.”*

The site is located on the peninsula and currently houses three residential units. The zoning change would allow the carriage house to be utilized and converted to an additional unit on the site. The property could accommodate the required number of parking spaces for the four (4) residential units.

Typically, the R-7 zone is used for infill development on the peninsula. As the Housing Component of the Comprehensive Plan states, vacant buildings should be targeted for reuse as residential uses. Although it is an increase in density, because the building currently exists, it would appear to have little or no impact on the neighborhood or adjacent properties.

## **V. PLANNING BOARD RECOMMENDATION**

A public hearing was held by the Planning Board on January 28, 2003, at which time the Board voted 2-1 (Caron opposed, Lowry recused, Malone absent) to recommend the approval of the proposed R-7 Rezoning of the property located at 99 State Street.

### Attachments:

1. Condo Conversion Permit w/Condo Declaration
2. Zoning Application
3. Plan

Att. 1

**From:** Marge Schmuckal  
**To:** PENNY LITTELL  
**Date:** Mon, Dec 2, 2002 11:37 AM  
**Subject:** 99 State Street

Penny,  
A permit was issued for **3 condominiums** only not 4. This permit was issued in April. I will send you a copy of my approval which makes the number of units pretty clear.

Hope that helps you.

Marge

**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

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Permit No: 02-0213	Issue Date:	CBI: 045 B026001
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Location of Construction: 99 State St	Owner Name: Toothaker Crandall K	Owner Address: Po Box 4271 Station A	Phone: 207-329-6007
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	Zone:

Past Use: 3 units	Proposed Use: main house continuing to be 3 units, Condo conversion	Permit Fee: \$330.00	Cost of Work: \$0.00	CEO District: 2
Proposed Project Description: condo conversion 3 units		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
		Signature:	Signature:	

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions	<input type="checkbox"/> Denied
Signature:	Date:	

Permit Taken By: gg	Date Applied For: 03/04/2002	<b>Zoning Approval</b>		
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date:	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

\_\_\_\_\_  
SIGNATURE OF APPLICANT ADDRESS DATE PHONE

\_\_\_\_\_  
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 02-0213	Date Applied For: 03/04/2002	CBL: 045 B026001
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Location of Construction: 99 State St	Owner Name: Toothaker Crandall K	Owner Address: Po Box 4271 Station A	Phone: 207-329-6007
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	

Proposed Use: main house continuing to be 3 units, Condo conversion	Proposed Project Description: condo conversion 3 units
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Dept: Zoning      Status: Approved with Conditions      Reviewer: Marge Schmuckal      Approval Date: 03/29/2002

Note: 99 State st

Ok to Issue:

- 1) It is understood that there will be a SEPARATE permit application to allow a new dwelling unit within the carriage house at a later date. A site plan review and Historic review shall also be required at that time.
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 3) This property shall remain a three (3) family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building      Status: Not Applicable      Reviewer: Mike Nugent      Approval Date: 04/16/2002

Note:

Ok to Issue:

- 1) For Building Code purposes, this is a change of ownership, no construction is contemplated in this conversion.MJN

Dept: Fire      Status: Approved with Conditions      Reviewer: Lt. McDougall      Approval Date: 04/09/2002

Note:

Ok to Issue:

- 1) Smoke detectors shall be installed in all bedrooms, in the common area of the apartment and be interconnected per NFPA 72
- 2) Vertical openings shall be fire-rated in one hour construction

**Comments:**

07/16/2002-jjr: Close out by Tammy Munson

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Telephone: 207-774-6665  
Fax: 207-774-1626

December 12, 2002

VIA COURIER

Penny Littell, Esq.  
City of Portland  
Corporation Counsel's Office  
389 Congress Street  
Portland, ME 04101-3509

Re: Crandall Toothaker, 99 State Street, Map 45B6

Dear Penny:

I am enclosing a copy of the 99 State Street Condominium Declaration. It includes all attachments except for Exhibit C which is the by-laws.

If I may turn your attention to Paragraph 7 of the Declaration, please note that Crandall specifically retained the right to seek a Zone change and convert Unit 4, the carriage house, to residential use.

Sincerely yours,

  
Thomas F. Jewell, Esq.

TFJ/tas  
Enclosures



DECLARATION OF CONDOMINIUM  
NINETY-NINE STATE STREET CONDOMINIUM  
PORTLAND, MAINE

This Declaration is made by CRANDALL K. TOOTHAKER of Portland, Maine (hereinafter "Declarant"), as the owner in fee simple of the real estate described herein.

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

The plat of the land submitted to the provisions of the Act entitled "Boundary Survey/Site Plan at 99 State Street Portland, Maine" prepared by Back Bay Boundary, Inc., and dated March 3, 2002, is recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 144. The plan of improvements for "The 99 State Street Condominium" by William Nemmers, Architect, 2002, and is recorded in the Cumberland County Registry of Deeds Plan Book 202, Page 145 (the "Plat and the Plans").

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2. CREATION OF UNITS: Declarant hereby creates four (4) units (individually the "Unit" and collectively the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat and Plans referred to in Section 1 hereof (the "Plat and the Plans"). A reduced copy of the Plat and Plans are attached hereto as Exhibit D.

3. UNIT NUMBERS AND BOUNDARIES:

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

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

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

(4) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or

elements appurtenant to another Unit. The Association shall not be liable for the maintenance, repair or upkeep of a Unit or limited common element.

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

7. POTENTIAL CHANGE OF USE OF UNIT 4: Unit 4 may have the potential to be converted to residential use. Declarant, and his assigns, retains sole authority for all interior and exterior renovations of Unit 4. Declarant reserves the right to seek zoning permits and approvals, including variances and change of zone (particularly an R-7 overlay zone) as he deems necessary to convert Unit 4 to residential use. Whether this Unit is used as a garage or as residential, it is a separate self-supporting Unit and is not included in the common maintenance or capital repair budgets and does not have a vote concerning the budget. Unit 4 is a separate structure and is responsible for its own maintenance and insurance and is not subject to the common expenses of the other three units and does not vote on the annual budget.

*using  
good public interest*

8. PARKING: Units 1, 2 and 3 shall each have two parking

spaces adjoining the building, with Unit 1 having the spaces closest to State Street, then Unit 2, etc. The easement in the Deed provides parking for one row of cars along the building. Unit 4 shall be allocated parking in the limited common area adjoining that structure at the northerly corner of the premises as shown on the Plat.

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

10. EASEMENTS:

- a. The Units and common elements (including the limited common elements) shall be, and hereby are, made subject to perpetual easements in favor of the utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including the Units. The easements created by this

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Section 10(a) shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains from pipes, sewer and drain lines, drainage ditches and pump stations, telephone poles, wires and equipment, television equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment inducts and vents over, under, through, along and on the Units, limited common elements and common elements. With respect to any utility lines or equipment serving only the Condominium and located upon the common elements (including any limited common elements allocated to any on Unit), the Executive board shall have the right and power to dedicate, convey an easement to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the common elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the common elements (including any limited common element allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.

b. The common elements (including any limited common

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

- c. The common elements (including any limited common element allocated to any one Unit) shall be, and hereby are made, subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the common elements. The Association may in its sole discretion grant easements to Unit Owners for the erection of improvements in the limited common areas appurtenant to a unit owner.
- d. Each Unit and its limited common elements are subject to the following easements in favor of all other Units:  
(1) For installation, inspection, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, telegraph, or other communication systems, wiring and cables and all of the utility lines and conduits that

are a part of or exclusively serve any Unit and that pass across or through a portion of such Unit and/or its limited common element or the common element; and (2) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures that serve only one Unit but encroach into any part of such Unit, and/or its limited common element or common element on the date that this Declaration is recorded or any amendment thereof is recorded.

- e. To the extent necessary, each Unit shall have an easement for structural support from the Unit in the same Building and the limited common elements appurtenant to the Units in that Building, and the common elements shall be subject to an easement for structural support in favor of the Units and the limited common elements.
- f. The Units and the limited common elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for: (i) inspection of the Units and limited common elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible; (ii) installation, inspection, maintenance, repair, and replacement of the common elements situated in or accessible from such Units or

limited common elements or both; (iii) correction of emergency conditions in one or more Units or limited common elements, or both, or casualties to the common elements, the limited common elements and/or the Units; and (iv) any purposes set forth in Section 10(g) below.

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- g. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the condominium results in either the common elements encroaching on a Unit, or in a Unit encroaching on the common elements or on another Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.
- h. All easements, rights and restrictions described and mentioned in the Declaration are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.
- i. Declarant reserves a Special Declarant Right and easement for the construction of the Units, common elements, limited common elements and other improvements of the Condominium, to enter the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, common elements or limited



common elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. This easement also expressly includes the right to cut and remove any trees, bushes, or shrubbery, to grade and remove the soil, to install and remove any temporary siltation fence or to take any other action reasonably necessary to achieve this purpose. Declarant further reserves an easement in the Units, common elements and limited common elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or on the Plat and Plans.

- j. Declarant reserves an easement on, over and under those portions of the common elements and limited common elements, not located within a Building, for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.
- k. Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and

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conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the common elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, limited common elements and common elements.

l. Declarant shall have the right, until Declarant has conveyed all of the units in the Condominium, to grant and reserve easements and right-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities.

m. The easements reserved by Declarant in Sections 10(i), 10(j), 10(k), and 10(l) shall continue until Declarant has conveyed all of the Units in the Condominium. These Sections shall not be amended without the written consent of Declarant.

11. EMINENT DOMAIN:

a. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the

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Unit owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section 11(a), shall be thereafter a limited common element, subject to the provisions of Section 5 herein.

- b. Except as provided in Section 11(a) above, if part of a Unit is acquired by eminent domain, any award therefore shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of common element interests and common expense liability and voting rights shall remain unchanged.
- c. If a part of the common elements is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the

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Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining common elements among the Unit owners in proportions to their relative percentages of undivided interests before the taking, but the portion of the award attributable to the acquisition of a limited common element must be paid to the owner of the Unit to which that limited common element was allocated at the time of acquisition.

- d. A court decree regarding any such taking shall be recorded in the Cumberland Country Registry of Deeds.
- e. Nothing in this Declaration, the Bylaws or any rules or regulations adopted by the Executive Board shall be deemed to give the Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit owner of condemnation awards for the taking of Units and/or common elements.

12. RESTRICTIONS ON USE AND OCCUPANCY:

- a. The Units are restricted to private residential use, including residential activities engaged in by Unit owners, members of the Unit owners' immediate family, and the guests and other authorized occupants, licensees and visitors of the Unit owners. These Units

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may not be used for a professional, business, commercial, industrial or manufacturing purposes, or primarily for storage. Notwithstanding the foregoing, Unit 4 may be used primarily as a garage and for storage unless converted to residential use. In this event, the permission to use Unit 4 primarily as garage or storage shall lapse.

- b. No Unit owner may carry on any practice, or permit any practice to be carried on, that unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. Each Unit and its appurtenant limited common elements shall be maintained in a clean and sanitary condition by the Unit Owner.
- c. No Unit shall be used, occupied or kept in a manner that in any way that would be deemed hazardous and/or result in an increase in the fire insurance premiums for a Unit beyond the standard rates for a dwelling in a multi-family structure, without the prior written permission of the Executive Board.
- d. No owner of a Unit may erect any sign on or in a Unit or any limited common element that is visible from outside such Unit, without in each instance having obtained the prior written permission of the Executive Board.
- e. A Unit owner, shall be absolutely liable to the other Unit owners and family, guests, licensees and invitees

of the other Unit owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit owner.

- f. A Unit Owner may lease or sublease his Unit at any time and from time to time. No Unit may be leased or subleased without a written lease or sublease. No Unit may be leased for a term of less than six (6) months. A copy of each such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof. The rights of any lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease. The Unit owner shall provide any lessee or sublessee of a Unit with a copy of the Rules and Regulations of the Condominium. The Units Owners hereby appoint the Association as Attorney in Fact in order to prosecute eviction actions, at the expense of the Unit Owner, in the event the Unit Owner's tenants violate this provisions and the Unit Owner does not take timely action to terminate the tenancy. The foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any common expense assessments on behalf of the owner of that Unit unless so provided for in said lease or sublease.

g. A Unit owner shall be responsible for the cleanliness of any limited common element serving such Unit, at the expense of such Unit owner.

h. Each Unit owner shall comply strictly with the Bylaws and with any rules and regulations adopted and amended from time to time by the Executive Board in its sole discretion and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to a Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by an aggrieved Unit owner.

13. COMMON EXPENSES: Each Unit owner shall pay to the Association, or its authorized representative, monthly, his proportionate share of the budgeted expenses of the Association. Each Unit's proportionate share of common expense is described in Section 6 herein. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment. In the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate of eighteen percent (18%) per annum or such other rate as may be established by the Association, such late fees as may be established by the Association, costs and reasonable attorney's fees shall constitute a lien on the interest of such Unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all recorded first mortgages on the interest of such Unit owner, and the foreclosure or such

mortgages, sale or transfer pursuant to foreclosure or transfer to the first mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, that become due prior to the foreclosure, shall become common expenses collectible from all owners of a Unit. Such foreclosure shall not release the delinquent Unit owners from personal liability to the Association for unpaid common expenses.

14. **MAINTENANCE:** Each Unit owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements within and upon such owner's Unit and the limited common elements allocated to such Unit; provided, however, that maintenance, repair and replacements to the exterior of the Building having an estimated cost of five hundred dollars (\$500.00) or more shall be subject to the prior approval of the Executive Board. The Executive Board shall ensure that the exterior portions of each Unit are maintained in a compatible and harmonious manner, so that the Building as a whole is attractive and well maintained, including without limitation the right to regulate colors, siding and roof materials, window alteration and the like. This paragraph does not affect the Declarant's rights in Paragraph 7 to effect changes to Unit 4.

15. **ASSOCIATION OF UNIT OWNERS:** The Association shall be the governing body for the Unit owners with respect to the administration of the Property as provided by the Act, this

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Declaration and the Bylaws. The Association shall elect officers as provided in the Bylaws.

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

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

In any voluntary conveyance of a Unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association Bylaws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit owners, prospective

10  
purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

16. **Executive Board Powers:** Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association. An Executive Board composed of four (4) natural persons shall govern the affairs of the Association. Prior to the Transition Election provided for by subparagraph 16(a), the Executive Board shall be composed of three (3) natural persons. "Declarant Control Period" means the entire time period which extends from the date of the recording of this Declaration until the earlier of (a) five (5) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance to Purchasers of three (3) of the Units. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, without the necessity of obtaining resignations. The appointees of the

14

Declarant need not be Unit Owners. After the Transition Election, at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

- a. No later than the earlier of (a) sixty (60) days after the conveyance of three (3) of the Units to Purchasers or (b) five (5) years following conveyance of the first Unit to a Purchaser, or at such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association and Transition Election shall be held at which all of the members of the Executive Board and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect four (4) successor members of the Executive Board to act in the place and stead of those resigning.
- b. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive

Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

lw

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

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

each Unit owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements. Until separately taxed, Unit 4 will pay its proportion of taxes based upon the value of the carriage house as determined by the City of Portland Assessor.

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

19. **Insurance and Related Matters:** With respect to each Unit and the limited common elements appurtenant thereto, each Unit owner shall maintain insurance against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement, for an amount sufficient to avoid the application of any co-insurance provision. The proceeds of such insurance shall be used for the reconstruction of the Units and limited common elements or shall be otherwise disposed of in accordance with the provisions of this Declaration of the Act; and the policies shall contain the standard mortgage clause, provided, however, that the rights of the mortgagee of a Unit under any standard mortgage clause endorsement to such

policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the Units. Each Unit owner shall indemnify and save harmless the Association from any liability, claim, loss, damage, expense, action or cause of action relating to or out of such owner's respective Unit and its appurtenant limited common elements.

20. Mortgage Provisions:

- a. The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.
- b. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.
- c. The Executive Board, when giving notice to a Unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the Bylaws or any rules and regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.
- d. Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at

reasonable times on business days and to require annual reports and other financial data of the Association.

If no audited financial statement is available, any holder of a mortgage on any Unit shall be allowed to have an audited statement prepared at its own expense.

e. Notwithstanding anything to the contrary elsewhere contained in this Declaration or the Bylaws, the following provisions shall govern:

- i. Any first mortgagee of a Unit in the condominium will, upon request, be entitled to inspect the books and records of the Association during normal business hours.
- ii. No provision of this Declaration or of the Bylaws shall be deemed or construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.
- iii. A first mortgagee of a Unit shall be entitled to prompt written notification from the Executive Board of (1) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws that is not cured within thirty (30) days,

1aa

(2) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the common elements appurtenant thereto, (3) any lapse or modification of insurance or fidelity bond coverages, (4) any proposed amendment under Section 21 of this Declaration and (5) any proposed action that entitles an eligible mortgage holder to notice under § 1602-119(b) of the Act.

- iv. Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such Unit that accrue prior to the acquisition of title to such Unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from all of the owners of such Unit.
- v. So long as Declarant holds a mortgage on a Unit, that Unit owner shall not let or rent his Unit without first obtaining Declarant's prior written consent in each such instance. Notwithstanding the foregoing, any lease or rental of a Unit shall: (1) be in writing; (2) involve the lease or



1bb

rental of the entire Unit and not some lesser portion thereof; (3) be for a term of not less than six (6) months nor more than one (1) year; (4) provide that the tenant is subject in all respects to the provisions of the Declaration, Bylaws and any rules and regulations that may be adopted by the Executive Board; and (5) provide that failure by the lessee to comply with the terms of said documents shall be a default under such lease.

21. **Method of Amending Declaration:** Except to the extent expressly permitted or required by the Act, this Declaration may be amended by a vote or by written approval of the Unit of owners of Units to which at least seventy-five percent (75%) of the votes in the association are allocated and written approval from eligible mortgage holders, as defined in the Act, representing at least seventy-five percent (75%) of the votes allocated to Units that are subject to eligible first mortgages. Notwithstanding the foregoing, any amendment proposed to change parking privileges must receive unanimous approval.

22. **Name and Address:** The name of the Condominium is the Ninety-Nine State Street Condominium, and the Condominium is located at 99 State Street in Portland, Maine.

23. **Applicable Law; Interpretation; Severability:** This Declaration shall be governed by and construed in accordance with

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

lcc

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

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

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

IN WITNESS WHEREOF, Crandall K. Toothaker has caused this instrument to be executed this 16<sup>th</sup> day of April, 2002.

1 dd

Stacy L. Dutill  
Witness

Crandall K. Toothaker  
Crandall K. Toothaker

State of Maine  
County of Cumberland

April 16, 2002

Personally appeared the above named Crandall K. Toothaker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Stacy L. Dutill  
Notary Public/~~Attorney at Law~~  
Printed Name:

STACY L. DUTILL  
Notary Public, Maine  
My Commission Expires August 14, 2007

EXHIBIT A

lee

Ninety-Nine State Street Condominium Legal Description

A certain lot or parcel of land situated at 99 State Street in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a drill hole in the northeasterly sideline of State Street where it is intersected by the projection southwesterly of the party wall between the brick building on the described premises known as 99 State Street and the brick building on the adjoining parcel known as 97 State Street;

Thence by said projection and through said party wall N 53° 53' 10" E 147.43 feet to land of Park Row Associates;

Thence by land of said Park Row Associates N 35° 43' 00" W 37.88 feet to a steel rebar and the parcel of land conveyed by the American Red Cross by deed dated February 25, 1983, and recorded in Cumberland County Registry of Deeds in Book 6124, Page 348;

Thence by land of the Doering Sr. Trust as recorded in Book 8042, Page 278, S 54° 51' 30" W 147.69 feet to a P. K. spike and the northeasterly sideline of said State Street;

Thence by State Street S 36° 05' 00" E 40.39 feet to the point of beginning.

The area of the above described parcel being 5774.2 square feet.

The above described courses refer to magnetic meridian of 1930.

The above described property is subject to and benefitted by certain right of way for vehicular and pedestrian ingress and egress with the property at 103 State Street as further described in deed of Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, dated September 18, 1985 recorded in Book 6903 Page 34.

Said easement is conveyed on the condition that Grantee, its successors and assigns, pay one-third of the cost of snow removal for all parking areas located at 99 State Street, 103-105 State Street and 111 State Street, it being understood that one-third of the cost of said snow removal shall be paid by the owner of 111 State Street, and the final one-third of the cost of said removal shall be paid by the owner of 103-105 State Street provided, further, that should the owner of 111 State Street elect to cease using the driveway between 99 and 103 State Street and between 103-105 State Street for access to this property and to cease paying common snow removal expenses, then the cost of

snow removal shall be borne one-half by the owner of 99 State Street and one-half by the owner of 103-105 State Street.

1ff

Grantee covenants and agrees by acceptance of this deed hereof on behalf of itself, its successors and assigns that Grantee will not materially alter the facade at 99 State Street without the prior written consent of the owner of 97 State Street and that Grantee will not install any additional windows on the 97 State Street side of the brick garage located on the premises hereinabove conveyed.

Being the same premises conveyed to Crandall K. Toothaker by deed of Stewart W. McGuire recorded in Book 14469 Page 103.

## EXHIBIT B

## Ninety-Nine State Street Condominiums

199

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

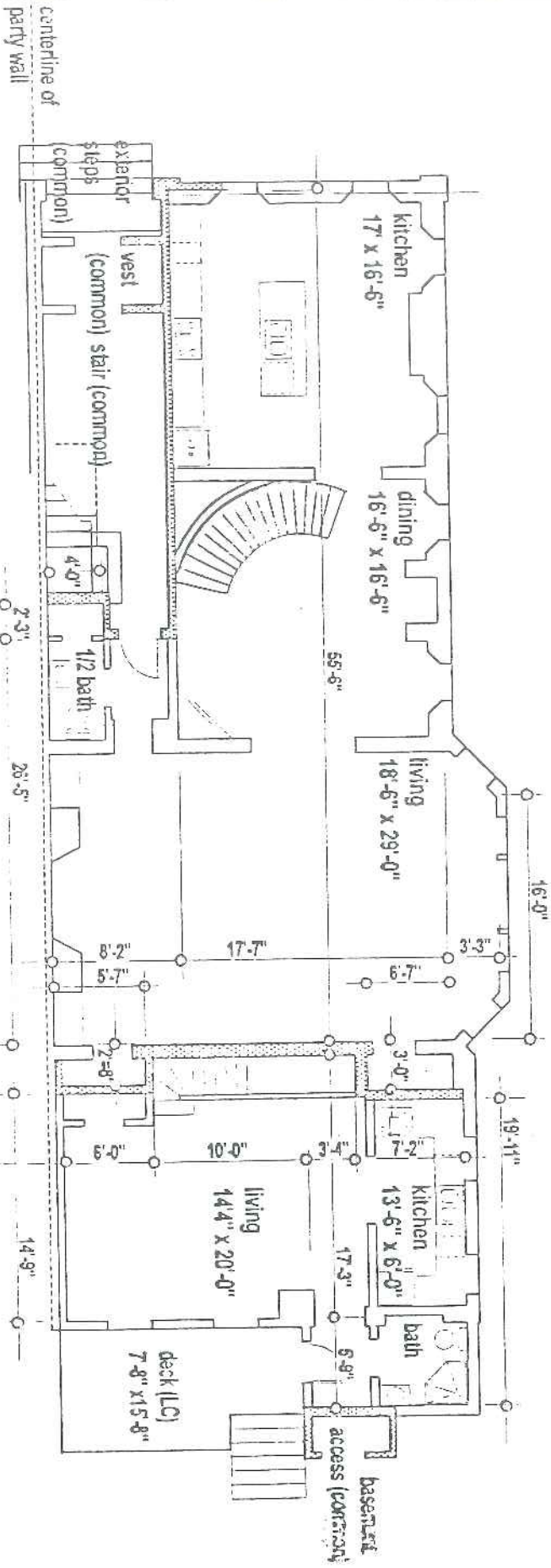
	Common Interest and Liability	Square Footage	Budget Vote	Association Vote
Unit 1	48.2%	2323	1	1
Unit 2	32.2%	1554	1	1
Unit 3	19.3%	943	1	1
Unit 4	<u>0 %</u>	<u>NA</u>	<u>0</u>	<u>1</u>
	100%	4820	3	4

11h



William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102

99 STATE STREET CONDOMINIUM  
FIRST FLOOR PLAN



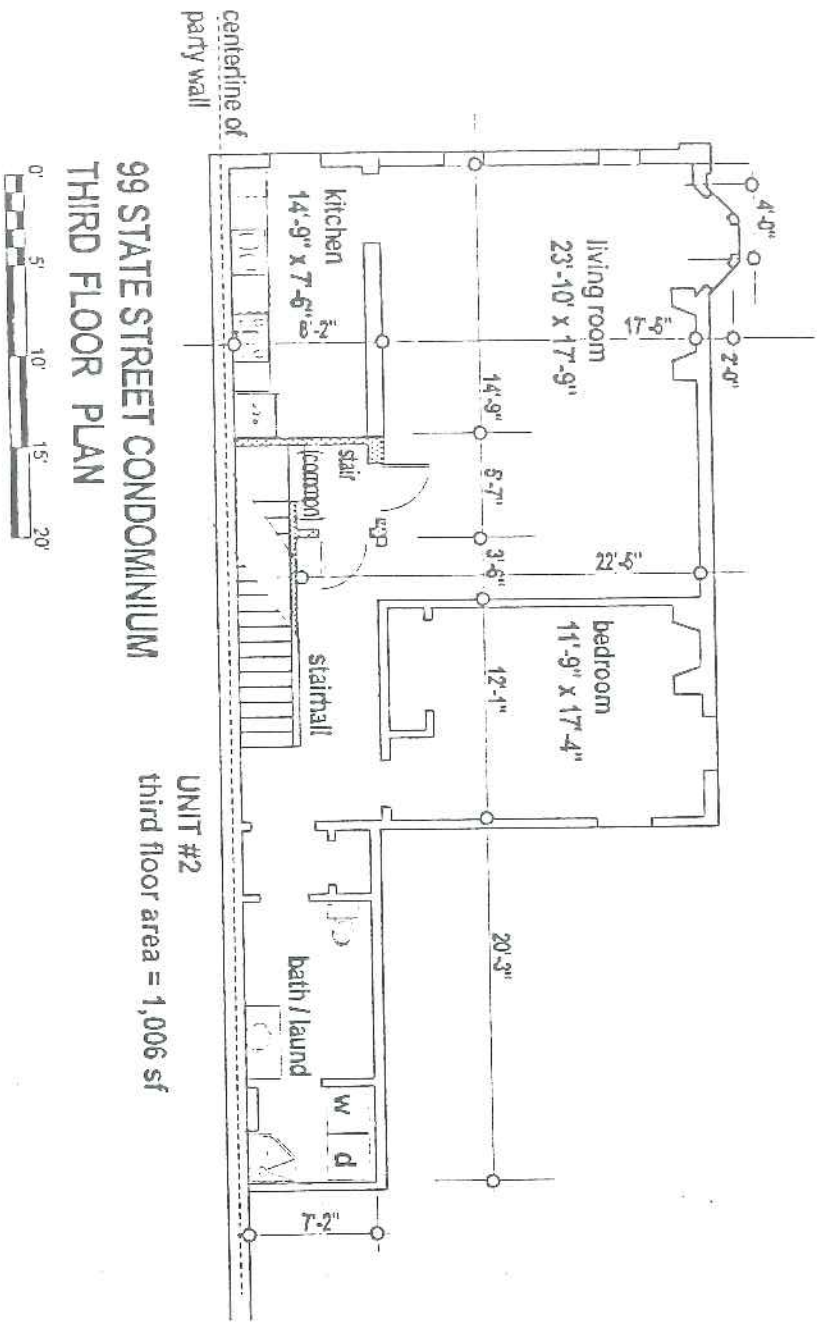
UNIT #1  
first floor area = 1,290 sf

UNIT #3  
first floor area = 481 sf



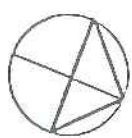


150

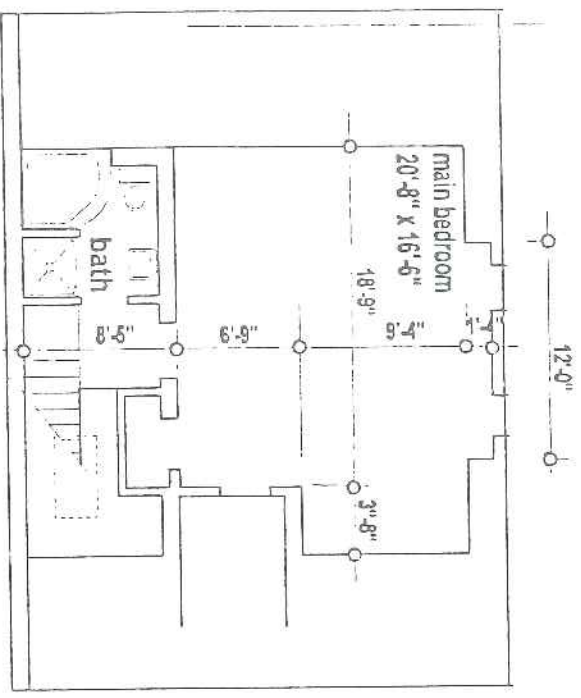


William Nemmers Associates, Architect  
 368 Brighton Ave. Portland, Me 04102

KK



William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102



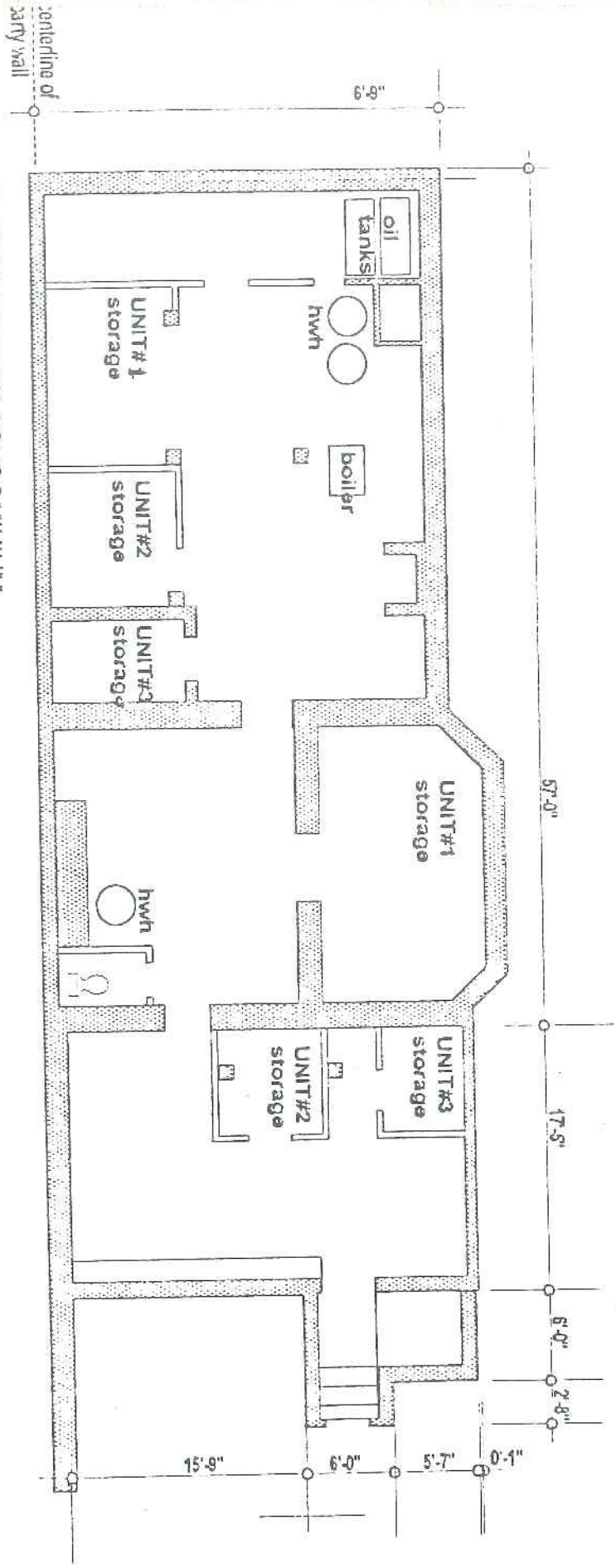
99 STATE STREET CONDOMINIUM  
FOURTH FLOOR PLAN



UNIT #2  
fourth floor area = 541 sf



William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102

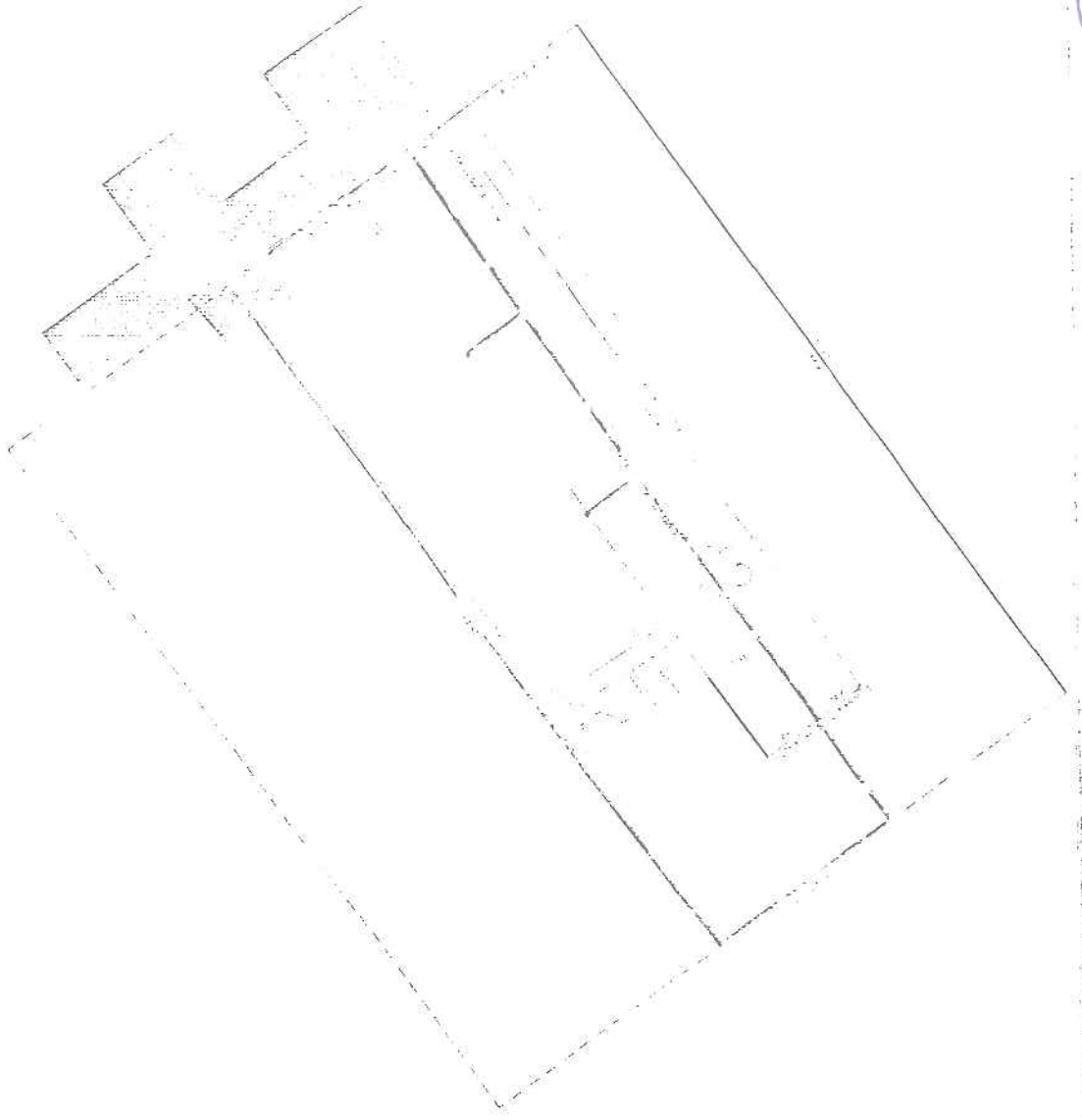


99 STATE STREET CONDOMINIUM  
BASEMENT PLAN





l m



CRANDALL K TOOTHAKER  
BLACK BAY BOUNDARY, INC.

DATE: 10/11/11



APPLICATION FOR ZONING AMENDMENT  
 City of Portland, Maine  
 Department of Planning and Development  
 Portland Planning Board

Att. 2

1. Applicant Information:

Crandall K. Toothaker  
 Name

c/o Thomas Jewell, Jewell & Boutin  
 Address

477 Congress St., Portland ME 04101

774-6665                      774-1626  
 Phone                              Fax

2. Subject Property:

99 State Street  
 Address

45-B-26  
 Assessor's Reference (Chart-Block-Lot)

3. Property Owner:     Applicant     Other

Name

Address

Phone                              Fax

4. Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

Deed recorded at CCRD Book 14469, Page 103

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

5. Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

6. Existing Use:

Describe the existing use of the subject property:

Za

4 unit condominium, 3 residential and 1 garage

7. Current Zoning Designation(s): R-6

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.

change use of garage to residential unit, resulting in 4

residential units

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 R-6 to R-7

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 11-54 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.

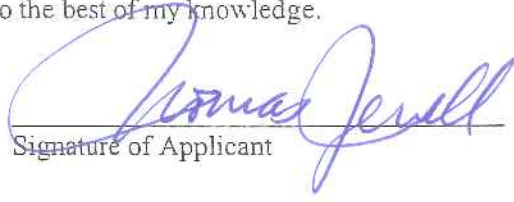
2b

- Zoning Map Amendment (500.00)
- Zoning Text Amendment (500.00)
- Contract/Conditional Rezoning (750.00)
- Legal Advertisements percent of total bill
- Notices 40 cents each  
(workshop and public hearing)

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.

10/10/02  
Date of Filing

  
Signature of Applicant

**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



**JEWELL & BOUTIN, P. A.**  
**Attorneys at Law**  
477 Congress Street  
Suite 814  
Portland, ME 04101-3427

2C

www.jewellandboutin.com

Thomas F. Jewell  
Daniel W. Boutin

E-mail: tjewell@jewellandboutin.com  
E-mail: dboutin@jewellandboutin.com

Telephone: 207-774-6665  
Fax: 207-774-1626

October 10, 2002

City of Portland  
Department of Planning  
and Development  
389 Congress Street  
Portland, ME 04101

Re: Crandall K. Toothaker  
99 State Street, Portland  
Map 45-B-26

Dear Sirs:

Enclosed please find an Application for Zoning Amendment to change the zoning of the above property from the current R-6 to R-7.

The applicant, Mr. Toothaker, seeks this change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single family residential structure.

Mr. Toothaker recently converted this property to a 4-unit condominium known as Ninety-Nine State Street Condominium. As part of the conversion, he retained the right to seek a change of zone for the carriage house, permitting him, if approved by the City, to create a residential unit in the carriage house.

The only R-6 provision that appears to prevent Mr. Toothaker from being able to achieve this end under present zoning is the sideyard setback as the building is located close to the boundary.

Mr. Toothaker envisions little or no change to the exterior of the carriage house. The adjacent property, owned by Mercy Hospital, is benefitted by an easement prohibiting installation of windows on the side of the carriage house that faces the common boundary. The Mercy-owned property is used for interim housing and offices for hospital staff. We enclose a survey to showing surrounding properties.

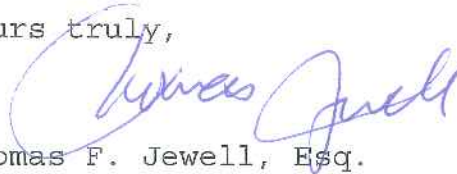
The applicant submits that approval of this zone change to allow creation of the additional residential unit on this

property is the highest and best use of the property and will be a small step toward alleviating the crowded housing market in Portland.

Mr. Toothaker readily meets the remaining requirements of R-7 as set forth in Portland Land Use Ordinance, Chapter 14, Section 14-141 *et seq.*, such as parking, which is demonstrated in the enclosed survey.

We look forward to your review of this proposal.

Yours truly,



Thomas F. Jewell, Esq.

TFJ/1st  
Enclosures

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that STUART W. MCGUIRE of Falmouth, Maine, for consideration paid, grants to CRANDALL K. TOOTHAKER, whose mailing address is P. O. Box 4271, Station A, Portland, Maine 04101, with WARRANTY COVENANTS the land in Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

COPY  
24

Being the same premises conveyed to the Grantor herein by deed of Leonard M. Nelson, Trustee of Landmark Realty Trust, dated September 18, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6903, Page 34.

IN WITNESS WHEREOF, the said Stuart W. McGuire has set his hand this 7th day of January, 1999.

Michael D. Cooper  
Witness

Stuart W. McGuire, MD  
Stuart W. McGuire

STATE OF MAINE  
COUNTY OF CUMBERLAND

January 8<sup>th</sup>, 1999

Then personally appeared Stuart W. McGuire and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Michael D. Cooper  
Notary Public/Attorney-at-Law  
Michael D. Cooper

Printed name of person taking acknowledgment

2f

EXHIBIT A

A certain lot or parcel of land situated at 99 State Street in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a drill hole in the northeasterly sideline of State Street where it is intersected by the projection southwesterly of the party wall between the brick building on the described premises known as 99 State Street and the brick building on the adjoining parcel known as 97 State Street;

Thence by said projection and through said party wall N 53° 53' 10" E 147.43 feet to land of Park Row Associates;

Thence by land of said Park Row Associates N 35° 43' 00" W 37.38 feet to a steel rebar and the parcel of land conveyed by the American National Red Cross to the Grantors herein by deed dated February 25, 1983 and recorded in Cumberland County Registry of Deeds in Book 6124, Page 348;

Thence by land of Grantors herein S 54° 51' 30" W 147.69 feet to a P.K. spike and the northeasterly sideline of said State Street;

Thence by State Street S 36° 05' 00" E 40.39 feet to the point of beginning.

The area of the above described parcel being 5774.2 square feet.

The above described courses refer to magnetic meridian of 1930.

Being the same premises conveyed to Leonard M. Nelson, Trustee, by deed of Joseph Anthony Aliberti and Concetta Marie Aliberti, dated March 12, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3518, Page 272.

Reserving to the Grantor, its successors and assigns, for the benefit of adjoining properties (i.e. 103-105 State Street and 111 State Street) retained by the Grantor, a right of way for purposes of vehicular and pedestrian ingress and egress, to be used in common with the Grantee herein, on and over the following described portion of the above described premises:

A certain strip or parcel of land being the northerly portion of the premises known as 99 State Street in the City of Portland, County of Cumberland, State of Maine bounded and described as follows:

Beginning at a P.K. spike in the northeasterly sideline of State Street in said City that marks the southeasterly corner of the parcel of land conveyed by The American National Red Cross to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated February 25, 1983 and recorded in Cumberland County Registry of Deeds in Book 6124, Page 348;

Thence by land of said Trust N 54° 51' 30" E 125.24 feet to a P.K. spike;

Thence S 35° 54' 45" E 11.45 feet to a point midway between two doors of a brick garage on the said premises;

Thence along the brick face of said garage southwesterly 17.83 feet to the corner of said garage;

Thence continuing southwesterly about 19 feet to the northerly corner of the three story brick building on said premises known as 99 State Street;

Thence continuing southwesterly along the face of said building and its projection southwesterly to the northeasterly side of said State Street;

Thence by said State Street N 36° 05' 00" W 13 feet, more or less, to the point of beginning.

The above described Easement being a portion of the parcel of land conveyed by Joseph A. Aliberti et al to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated March 12, 1974 and recorded in Cumberland County Registry of Deeds in Book 3518, Page 272.

The above described courses refer to magnetic North of the Year 1930.

The above described easement reserved by Grantor shall not prevent Grantee from using that portion of the existing paved driveway which lies immediately adjacent to the existing building at 99 State Street for the purpose of parallel parking a single row of cars.

29

Together with a right of way for purposes of vehicular and pedestrian ingress and egress to be used in common with Grantor, its successors and assigns, on and over a portion of the existing driveway located at 103 State Street and immediately adjoining the above driveway easement reserved to Grantor, more particularly described as follows:

A certain lot or strip of land situated on the northeasterly side of State Street in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a P.K. spike in the northeasterly sideline of said State Street at the southwesterly corner of the parcel of land conveyed by Joseph A. Aliberti et al to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated March 12, 1974 and recorded in Cumberland County Registry of Deeds in Book 3518, Page 272;

Thence by land of said Trust N 54° 51' 30" E 125.24 feet to a P.K. spike;

Thence through land of the Grantors herein N 35° 54' 45" W 3.62 feet to a P.K. spike;

Thence through land of the Grantors herein S 54° 30' 30" W 122.14 feet to a point;

Thence 3.14 feet along the arc of a curve having a radius of 2.00 feet and a chord of S 9° 30' 30" W 2.83 feet to a point;

Thence S 54° 51' 50" W 1.10 feet to said State Street;

Thence by said State Street S 36° 05' 00" E 6.86 feet to the point of beginning.

The above described Easement being a portion of the parcel of land conveyed by deed of The American National Red Cross to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated February 25, 1983 and recorded in said Registry in Book 6124, Page 348.

The above described courses refer to magnetic North of the Year 1930.

Said easement is conveyed on the condition that Grantee, its successors and assigns, pay one-third of the cost of snow removal for all parking areas located at 99 State Street, 103 - 105 State Street and 111 State Street, it being understood that one-third of the cost of said snow removal shall be paid by the owner of 111 State Street, and the final one-third of the cost of said removal shall be paid by the owner of 103 - 105 State Street and provided, further, that should the owner of 111 State Street elect to cease using the driveway between 99 and 103 State Street and between 103 - 105 State Street for access to his property and to cease paying common snow removal expenses, then the cost of snow removal shall be borne one-half by the owner of 99 State Street and on-half by the owner of 103-105 State Street.

Grantee covenants and agrees by acceptance of this deed hereof on behalf of itself, its successors and assigns that Grantee will not materially alter the facade at 99 State Street without the prior written consent of the owner of 97 State Street and that Grantee will not install any additional windows on the 97 State Street side of the brick garage located on the premises hereinabove conveyed.

Referral is hereby made to a Standard Boundary Survey entitled "Landmark Medical Realty Trust" by H.I. and E.C. Jordan dated September 16, 1985 to be recorded at the Cumberland County Registry of Deeds.

# CITY OF PORTLAND, MAINE

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## PLANNING BOARD

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

February 11, 2003

Mr. Thomas F. Jewell, Esq.  
Jewell & Boutin, P.A.  
477 Congress Street  
Suite 814  
Portland, ME 04101-3427

Re: R-7 Rezoning, 99 State Street (ID #277, CBL #45-B-026)

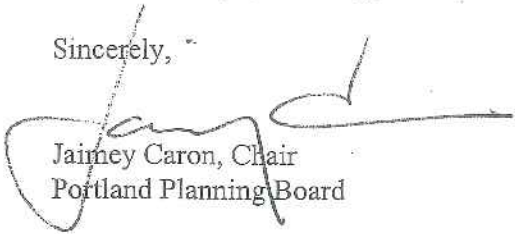
Dear Mr. Jewell:

On January 28, 2003 the Planning Board voted 2-1 (Caron opposed, Malone absent, Lowry recused) to recommend the proposed rezoning at 99 State Street for a R-7 rezoning to the City Council.

The City Council is tentatively scheduled to vote on the rezoning on Monday, February 17, 2003.

If there are any questions, please contact Kandice Talbot at 874-8901.

Sincerely,



Jaimy Caron, Chair  
Portland Planning Board

cc: Lee D. Urban, Planning and Development Department Director  
Alexander Jaegerman, Planning Division Director  
✓ Kandice Talbot, Planner  
Jay Reynolds, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Karen Dunfey, Inspections  
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  
Susan Doughty, Assessor's Office  
Approval Letter File  
Correspondence File

**Request for Official Zoning Map Update  
from the GIS Workgroup**

**Date:** May 2, 2003

**Planner:** Kandice Talbot

**Location:** 99 State Street

**If the Zone Change is based on parcel lines please list the Assessor's CBLs.**

045-B-026

**Council Order Number:** 179-02/03

**Date passed by City Council:** March 17, 2003

**Effective Date:** April 18, 2003

**Zone Change from** R-6 **to** R-7

**Changes made, if any, by the City Council to the advertised map:**

none

**Copy of Council Order attached**

**Copy of map accepted by City Council attached**

**Mandatory copy of the accepted map has been sent to Alex Wong at DEP if this zone change is within the Shoreland Zone**

Please send this request, a copy of the Council Order and the approved map to Leslie Kaynor in Public Works as soon as the zone change is approved. If the zone change is denied, please forward a copy of the Council Order for our records. For questions: Call 756-8346 or email [lmk@ci.portland.me.us](mailto:lmk@ci.portland.me.us)

First reading on 3/3/03  
Passage 3/17/03 8-0 (Smith gone)

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

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

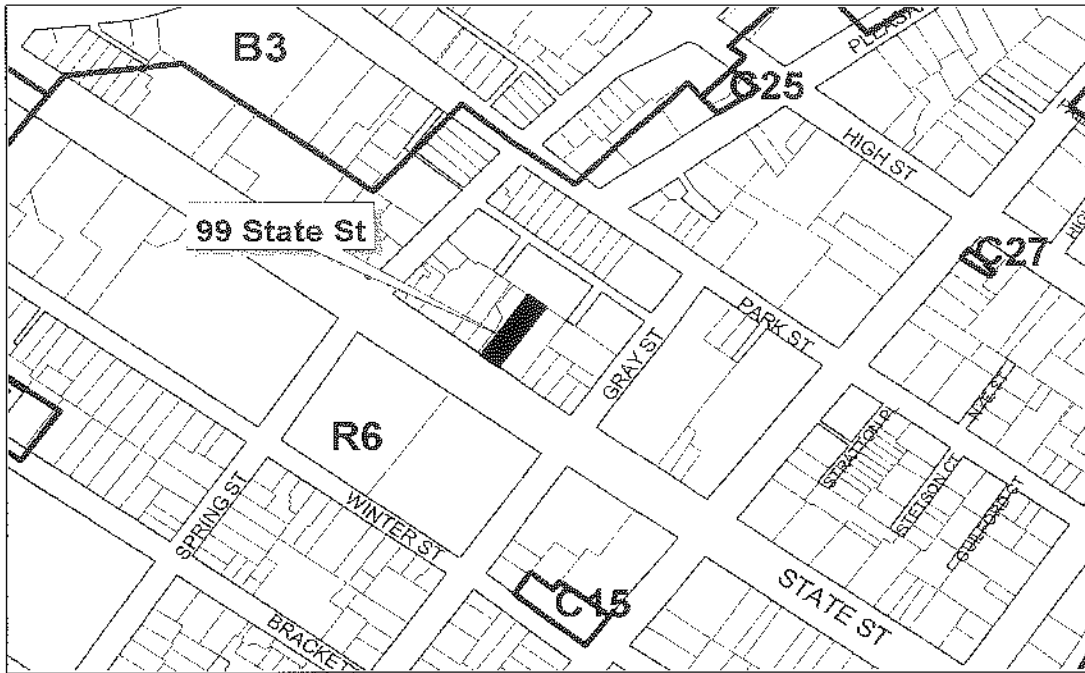
JAMES I. COHEN (5)  
JOHN W. GRIFFIN (A/L)  
JILL C. DUSON (A/L)  
NICHOLAS M. MAVODONES (A/L)

**AMENDMENT TO ZONING MAP  
REZONING FROM R-6 (RESIDENTIAL)  
TO R-7 (COMPACT URBAN RESIDENTIAL):  
VICINITY OF 99 STATE STREET**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,  
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

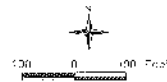
That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the map change amendment noted below.





Map produced by the City of Portland's Department of Planning & Urban Development & the GIS Workgroup November 2002

**Proposed Zone Change from R6 to R7  
for 99 State St.**



**PLANNING REPORT #06-03**

**99 STATE STREET  
ZONE CHANGE REQUEST  
R-6 TO R-7  
CRANDALL TOOTHAKER, APPLICANT**

Submitted to:  
Portland Planning Board  
Portland, Maine

January 28, 2003

Submitted by:  
Kandice Talbot, Planner

**I. INTRODUCTION**

Crandall Toothaker is requesting review of a zoning map change proposal for the property located at 99 State Street. The proposed change would be from R-6 Residential to R-7 Compact Urban Residential Overlay Zone. Mr. Toothaker is requesting this change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

491 notices were sent to area property owners. Two notices of the public hearing appeared in the Portland Press Herald. The notice was posted in the City Clerk’s office 14 days prior to the Public Hearing.

**II. FINDINGS**

Current Zoning:	R-6 Residential
Proposed Zoning:	R-7 Compact Urban Residential Overlay Zone
Land Area:	.13 acres
Existing Use:	3 unit residential with garage
Proposed Use:	4 unit residential
Land Uses in the Vicinity:	Multi-family residential buildings, Mercy Hospital

**III. PROPOSED ZONE CHANGE**

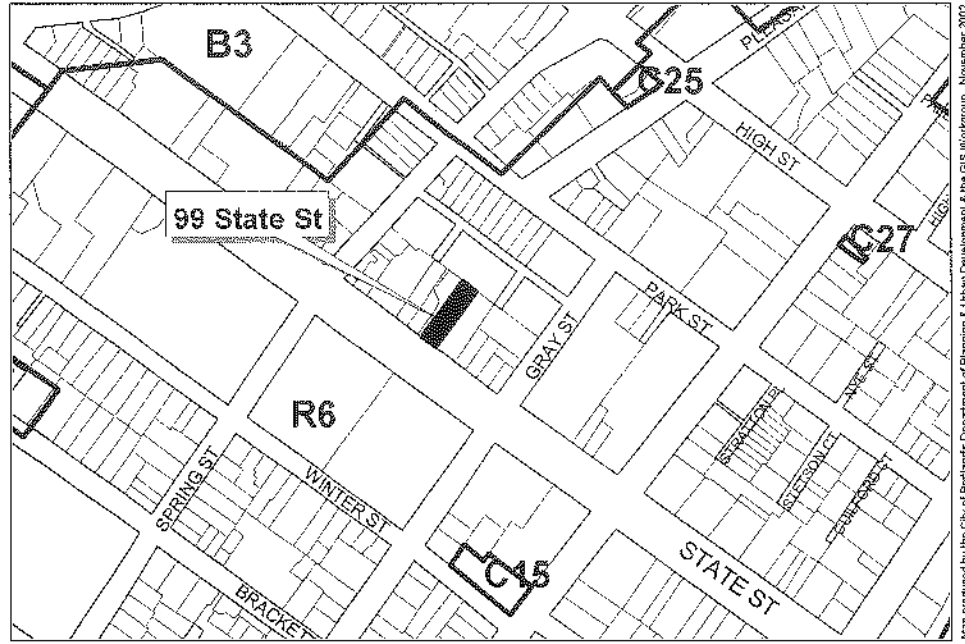
Mr. Toothaker is requesting this zone change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

The applicant recently converted this property to a 3-unit condominium known as Ninety-Nine State Street Condominium. The condominium conversion permit is included as Attachment 1. Within the condominium documents, Mr. Toothaker retained the right to seek a change of zone for the carriage house, permitting him, if approved by the City, to create a residential unit in the carriage house.

The applicant is requesting an R-7 designation because the development does not meet the R-6 setback requirements. The Zoning Administrator has reviewed the proposal for compliance with the R-7 zoning and setback requirements and has found them to be acceptable.

Existing uses within the area are primarily multi-family buildings, with Mercy Hospital buildings located nearby.

Shown on the following page is the proposed zone change map.



**Proposed Zone Change from R6 to R7  
for 99 State St.**

Map prepared by the City of Portland's Department of Planning & Urban Development & the GIS Workgroup, November 2002

#### IV. ZONING POLICY ANALYSIS

The purpose of the R-7 Compact Urban Residential Overlay Zone is:

*"To encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the New Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.*

*Locations for siting the R-7 zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties...It may be appropriate in some cases to rezone to R-7 overlay through conditional or contract zoning to ensure that new development is architecturally appropriate and compatible with the surrounding neighborhood."*

The R-7 Zone concept was developed to address the need for infill housing opportunities in Bayside and other areas of the peninsula. As A New Vision for Bayside states:

*“A true urban district has a healthy mix of residences, and Bayside needs more housing to be a stable and vital neighborhood. Portland will have to revise zoning, provide infrastructure improvements, and create financial incentives to spur development of appropriate and compatible housing construction of the quantities, density, types, and design quality needed to meet the ambitious targets of the plan.”*

In the Housing Component of the Land Use Code, Policy #1 states:

*“Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.”*

Objective 1.c of Policy #1 states:

*“Encourage higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation.”*

Also in the Housing Component, Policy #2 states:

*“Maintain, rehabilitate, and restore the existing housing stock as a safe and important physical, economic and architectural resource for the community.”*

And Objective 2.c of Policy #2 states:

*“Target vacant buildings for maintenance, rehabilitation and reuse.”*

The site is located on the peninsula and currently houses three residential units. The zone change would allow the carriage house to be utilized and converted to an additional unit on the site. The property could accommodate the required number of parking spaces for the four (4) residential units.

## **V. STAFF ANALYSIS AND RECOMMENDATION**

Staff believes that this zone change is consistent with the City’s comprehensive plan. Typically, the R-7 zone is used for infill development on the peninsula. As the Housing Component of the Comprehensive Plan states, vacant buildings should be targeted for reuse as residential uses. Although it is an increase in density, because the building currently exists, it would appear to have little or no impact on the neighborhood or adjacent properties.

VI. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by Crandall Toothaker, the policies of the R-7 Compact Urban Residential Overlay Zone, Comprehensive Plan, the information provided in Planning Board Report #6-03, and/or other findings as follows:

- 1. The Board finds that the proposed rezoning (is or is not) consistent with the policies of the R-7 Compact Urban Residential Overlay Zone and Comprehensive Plan of the City of Portland. The Planning Board therefore (recommends or does not recommend) to the City Council approval of the proposed R-7 rezoning for the property located at 99 State Street.

Malone  
at Board  
Labor  
rec'd

Attachments:

- 1. Condo Conversion Permit w/Condo Declaration
- 2. Zoning Application
- 3. Plan

2-1 Caron opposed

**CITY OF PORTLAND, MAINE  
CITY COUNCIL AGENDA REQUEST FORM**

**TO:** Sonia Bean, Senior Executive Secretary  
Elizabeth Boynton, Associate Corporation Counsel

**FROM:** Alexander Jaegerman, Chief Planner

**DATE:** February 18, 2003

**SUBJECT:** Rezoning R-6 to R-7 in the Vicinity of 99 State Street

- 1) Council Meeting at which action is requested (Date): First Reading: March 3, 2003  
Public Hearing: March 17, 2003
- 2) Can action be taken at a later date?  YES  NO

Public Notice is scheduled to appear in the Portland Press Herald on March 3, 4, 10, and 11, 2003 and posted in the City Clerk's Office on March 3, 2003 and 491 notices sent to area property owners.

**I. SUMMARY OF ISSUE**

Crandall Toothaker is requesting a zone change from R-6 Residential to R-7 Compact Urban Residential Overlay Zone in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

**II. REASON FOR SUBMISSION (What issue/problem will this address?)**

The applicant is requesting an R-7 designation because the development does not meet the R-6 setback requirements.

**III. INTENDED RESULT (How does it resolve the issue/problem?)**

To allow the applicant to convert an existing garage use to a single-family residential structure.

**IV. FINANCIAL IMPACT**

The applicant plans to convert a garage use to a single-family residential structure, which will result in higher property taxes from this parcel.

**V. STAFF ANALYSIS & RECOMMENDATION**

A public hearing was held by the Planning Board on January 28, 2003, at which time the Board voted 2-1 (Caron opposed, Lowry recused, Malone absent) to recommend the approval of the proposed R-7 Rezoning of the property located at 99 State Street. Planning Board Report #9-03 is attached.

PLANNING BOARD REPORT #9-03

99 STATE STREET  
ZONE CHANGE REQUEST  
R-6 TO R-7  
CRANDALL TOOTHAKER, APPLICANT

Submitted to:  
Portland City Council  
Portland, Maine

February 18, 2003



**I. INTRODUCTION**

Crandall Toothaker is requesting review of a zoning map change proposal for the property located at 99 State Street. The proposed change would be from R-6 Residential to R-7 Compact Urban Residential Overlay Zone. Mr. Toothaker is requesting this change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

**II. SUMMARY OF FINDINGS**

Zoning:	R-6 Residential
Parcel Size:	R-7 Compact Urban Residential Overlay Zone
Land Area:	.13 acres
Existing Use:	3 unit residential with garage
Proposed Use:	4 unit residential
Land Uses in the Vicinity:	Multi-family residential buildings, Mercy Hospital

**III. PROPOSED DEVELOPMENT**

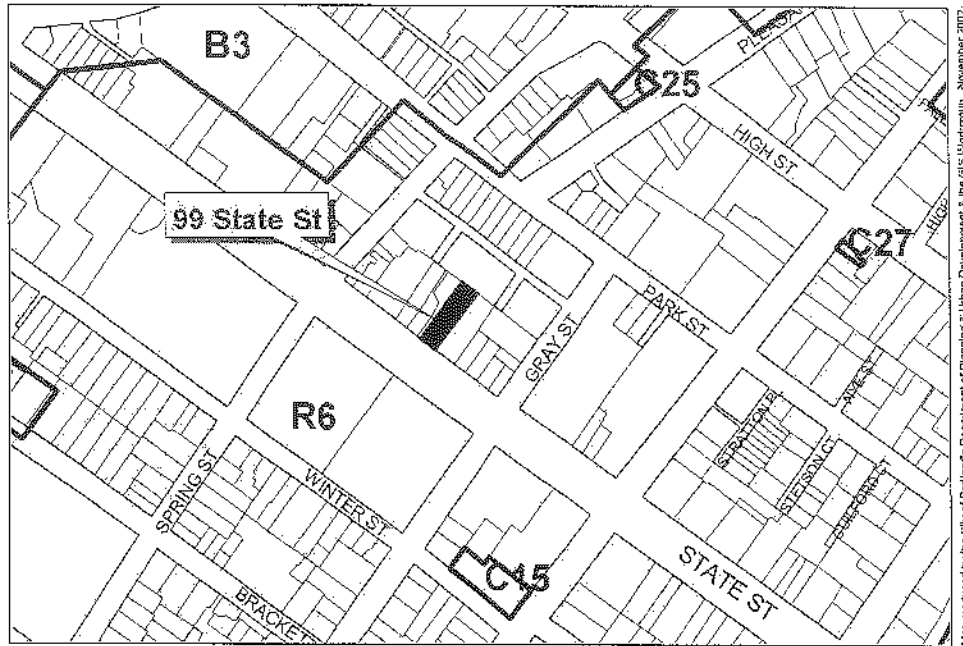
Mr. Toothaker is requesting this zone change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

The applicant recently converted this property to a 3-unit condominium known as Ninety-Nine State Street Condominium. The condominium conversion permit is included as Attachment 1. Within the condominium documents, Mr. Toothaker retained the right to seek a change of zone for the carriage house, permitting him, if approved by the City, to create a residential unit in the carriage house.

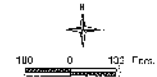
The applicant is requesting an R-7 designation because the development does not meet the R-6 setback requirements. The Zoning Administrator has reviewed the proposal for compliance with the R-7 zoning and setback requirements and has found them to be acceptable.

Existing uses within the area are primarily multi-family buildings, with Mercy Hospital buildings located nearby.

Shown on the following page is the proposed zone change map.



Proposed Zone Change from R6 to R7  
for 99 State St.



#### IV. ZONING POLICY ANALYSIS

The purpose of the R-7 Compact Urban Residential Overlay Zone is:

*"To encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the New Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.*

*Locations for siting the R-7 zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties...It may be appropriate in some cases to rezone to R-7 overlay through conditional or compact zoning to ensure that new development is architecturally appropriate and compatible with the surrounding neighborhood."*

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*"Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future."*

Also, in the Housing Component, Policy #2 states:

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And Objective 2.c of Policy #2 states:

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The site is located on the peninsula and currently houses three residential units. The zone change would allow the carriage house to be utilized and converted to an additional unit on the site. The property could accommodate the required number of parking spaces for the four (4) residential units.

Typically, the R-7 zone is used for infill development on the peninsula. As the Housing Component of the Comprehensive Plan states, vacant buildings should be targeted for reuse as residential uses. Although it is an increase in density, because the building currently exists, it would appear to have little or no impact on the neighborhood or adjacent properties.

## **V. PLANNING BOARD RECOMMENDATION**

A public hearing was held by the Planning Board on January 28, 2003, at which time the Board voted 2-1 (Caron opposed, Lowry recused, Malone absent) to recommend the approval of the proposed R-7 Rezoning of the property located at 99 State Street.

### Attachments:

1. Condo Conversion Permit w/Condo Declaration
2. Zoning Application
3. Plan

Att. 1

**From:** Marge Schmuckal  
**To:** PENNY LITTELL  
**Date:** Mon, Dec 2, 2002 11:37 AM  
**Subject:** 99 State Street

Penny,

A permit was issued for **3 condominiums** only not 4. This permit was issued in April. I will send you a copy of my approval which makes the number of units pretty clear.

Hope that helps you.

Marge

**City of Portland, Maine - Building or Use Permit Application**

89 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 02-0213	Issue Date:	CBL: 045 B026001
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Location of Construction: 39 State St	Owner Name: Toothaker Crandall K	Owner Address: Po Box 4271 Station A	Phone: 207-329-6007
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	Zone:

Current Use: 3 units	Proposed Use: main house continuing to be 3 units, Condo conversion	Permit Fee: \$330.00	Cost of Work: \$0.00	CEO District: 2
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	

Proposed Project Description:  
Condo conversion 3 units

Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
Signature:	Date:

Permit Taken By: gg	Date Applied For: 03/04/2002	<b>Zoning Approval</b>		
------------------------	---------------------------------	------------------------	--	--

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date:	<p><b>Zoning Appeal</b></p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<p><b>Historic Preservation</b></p> <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

1b

**City of Portland, Maine - Building or Use Permit**

89 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 02-0213	Date Applied For: 03/04/2002	CBL: 045 B026001
-----------------------	---------------------------------	---------------------

Location of Construction: 99 State St	Owner Name: Toothaker Crandall K	Owner Address: Po Box 4271 Station A	Phone: 207-329-6007
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	

Proposed Use: main house continuing to be 3 units, Condo conversion	Proposed Project Description: condo conversion 3 units
------------------------------------------------------------------------	-----------------------------------------------------------

Dept: Zoning      Status: Approved with Conditions      Reviewer: Marge Schmuckal      Approval Date: 03/29/2002  
 Note: 99 State st      Ok to Issue:

- 1) It is understood that there will be a SEPARATE permit application to allow a new dwelling unit within the carriage house at a later date. A site plan review and Historic review shall also be required at that time.
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 3) This property shall remain a three (3) family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building      Status: Not Applicable      Reviewer: Mike Nugent      Approval Date: 04/16/2002  
 Note:      Ok to Issue:

- 1) For Building Code purposes, this is a change of ownership, no construction is contemplated in this conversion.MJN

Dept: Fire      Status: Approved with Conditions      Reviewer: Lt. McDougall      Approval Date: 04/09/2002  
 Note:      Ok to Issue:

- 1) Smoke detectors shall be installed in all bedrooms, in the common area of the apartment and be interconnected per NFPA 72
- 2) Vertical openings shall be fire-rated in one hour construction

**Comments:**

07/16/2002-jjr: Close out by Tammy Munson

JEWELL & BOUTIN, P. A.  
Attorneys at Law  
477 Congress Street  
Suite 814  
Portland, ME 04101-3427

1c  
DEC 12 2002

www.jewellandboutin.com

Thomas F. Jewell  
Daniel W. Boutin

E-mail: tjewell@jewellandboutin.com  
E-mail: dboutin@jewellandboutin.com

Telephone: 207-774-6665  
Fax: 207-774-1626

December 12, 2002

VIA COURIER

Penny Littell, Esq.  
City of Portland  
Corporation Counsel's Office  
389 Congress Street  
Portland, ME 04101-3509

Re: Crandall Toothaker, 99 State Street, Map 45B6

Dear Penny:

I am enclosing a copy of the 99 State Street Condominium Declaration. It includes all attachments except for Exhibit C which is the by-laws.

If I may turn your attention to Paragraph 7 of the Declaration, please note that Crandall specifically retained the right to seek a Zone change and convert Unit 4, the carriage house, to residential use.

Sincerely yours,

  
Thomas F. Jewell, Esq.

TFJ/tas  
Enclosures

DECLARATION OF CONDOMINIUM  
NINETY-NINE STATE STREET CONDOMINIUM  
PORTLAND, MAINE

This Declaration is made by CRANDALL K. TOOTHAKER of Portland, Maine (hereinafter "Declarant"), as the owner in fee simple of the real estate described herein.

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

The plat of the land submitted to the provisions of the Act entitled "Boundary Survey/Site Plan at 99 State Street Portland, Maine" prepared by Back Bay Boundary, Inc., and dated March 3, 2002, is recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 144. The plan of improvements for "The 99 State Street Condominium" by William Nemmers, Architect, 2002, and is recorded in the Cumberland County Registry of Deeds Plan Book 202, Page 145 (the "Plat and the Plans").



le

2. CREATION OF UNITS: Declarant hereby creates four (4) units (individually the "Unit" and collectively the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat and Plans referred to in Section 1 hereof (the "Plat and the Plans"). A reduced copy of the Plat and Plans are attached hereto as Exhibit D.

3. UNIT NUMBERS AND BOUNDARIES:

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

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

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

(4) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or

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elements appurtenant to another Unit. The Association shall not be liable for the maintenance, repair or upkeep of a Unit or limited common element.

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

*Handwritten note:* Unit 4 is a separate structure and is responsible for its own maintenance and insurance and is not subject to the common expenses of the other three units and does not vote on the annual budget.

7. POTENTIAL CHANGE OF USE OF UNIT 4: Unit 4 may have the potential to be converted to residential use. Declarant, and his assigns, retains sole authority for all interior and exterior renovations of Unit 4. Declarant reserves the right to seek zoning permits and approvals, including variances and change of zone (particularly an R-7 overlay zone) as he deems necessary to convert Unit 4 to residential use. Whether this Unit is used as a garage or as residential, it is a separate self-supporting Unit and is not included in the common maintenance or capital repair budgets and does not have a vote concerning the budget. Unit 4 is a separate structure and is responsible for its own maintenance and insurance and is not subject to the common expenses of the other three units and does not vote on the annual budget.

8. PARKING: Units 1, 2 and 3 shall each have two parking

spaces adjoining the building, with Unit 1 having the spaces closest to State Street, then Unit 2, etc. The easement in the Deed provides parking for one row of cars along the building. Unit 4 shall be allocated parking in the limited common area adjoining that structure at the northerly corner of the premises as shown on the Plat.

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

10. EASEMENTS:

a. The Units and common elements (including the limited common elements) shall be, and hereby are, made subject to perpetual easements in favor of the utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including the Units. The easements created by this

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Section 10(a) shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains from pipes, sewer and drain lines, drainage ditches and pump stations, telephone poles, wires and equipment, television equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment inducts and vents over, under, through, along and on the Units, limited common elements and common elements. With respect to any utility lines or equipment serving only the Condominium and located upon the common elements (including any limited common elements allocated to any on Unit), the Executive board shall have the right and power to dedicate, convey an easement to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the common elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the common elements (including any limited common element allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.

b. The common elements (including any limited common

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

- c. The common elements (including any limited common element allocated to any one Unit) shall be, and hereby are made, subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the common elements. The Association may in its sole discretion grant easements to Unit Owners for the erection of improvements in the limited common areas appurtenant to a unit owner.
- d. Each Unit and its limited common elements are subject to the following easements in favor of all other Units:
- (1) For installation, inspection, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, telegraph, or other communication systems, wiring and cables and all of the utility lines and conduits that

are a part of or exclusively serve any Unit and that pass across or through a portion of such Unit and/or its limited common element or the common element; and (2) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures that serve only one Unit but encroach into any part of such Unit, and/or its limited common element or common element on the date that this Declaration is recorded or any amendment thereof is recorded.

- e. To the extent necessary, each Unit shall have an easement for structural support from the Unit in the same Building and the limited common elements appurtenant to the Units in that Building, and the common elements shall be subject to an easement for structural support in favor of the Units and the limited common elements.
- f. The Units and the limited common elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for: (i) inspection of the Units and limited common elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible; (ii) installation, inspection, maintenance, repair, and replacement of the common elements situated in or accessible from such Units or

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limited common elements or both; (iii) correction of emergency conditions in one or more Units or limited common elements, or both, or casualties to the common elements, the limited common elements and/or the Units; and (iv) any purposes set forth in Section 10(g) below.

- g. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the condominium results in either the common elements encroaching on a Unit, or in a Unit encroaching on the common elements or on another Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.
- h. All easements, rights and restrictions described and mentioned in the Declaration are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.
- i. Declarant reserves a Special Declarant Right and easement for the construction of the Units, common elements, limited common elements and other improvements of the Condominium, to enter the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, common elements or limited

common elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. This easement also expressly includes the right to cut and remove any trees, bushes, or shrubbery, to grade and remove the soil, to install and remove any temporary siltation fence or to take any other action reasonably necessary to achieve this purpose. Declarant further reserves an easement in the Units, common elements and limited common elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or on the Plat and Plans.

- j. Declarant reserves an easement on, over and under those portions of the common elements and limited common elements, not located within a Building, for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.
- k. Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and



conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the common elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, limited common elements and common elements.

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l. Declarant shall have the right, until Declarant has conveyed all of the units in the Condominium, to grant and reserve easements and right-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities.

m. The easements reserved by Declarant in Sections 10(i), 10(j), 10(k), and 10(l) shall continue until Declarant has conveyed all of the Units in the Condominium. These Sections shall not be amended without the written consent of Declarant.

11. EMINENT DOMAIN:

a. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the

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Unit owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section 11(a), shall be thereafter a limited common element, subject to the provisions of Section 5 herein.

- b. Except as provided in Section 11(a) above, if part of a Unit is acquired by eminent domain, any award therefore shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of common element interests and common expense liability and voting rights shall remain unchanged.
- c. If a part of the common elements is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the

Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining common elements among the Unit owners in proportions to their relative percentages of undivided interests before the taking, but the portion of the award attributable to the acquisition of a limited common element must be paid to the owner of the Unit to which that limited common element was allocated at the time of acquisition.

- d. A court decree regarding any such taking shall be recorded in the Cumberland Country Registry of Deeds.
- e. Nothing in this Declaration, the Bylaws or any rules or regulations adopted by the Executive Board shall be deemed to give the Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit owner of condemnation awards for the taking of Units and/or common elements.

12. RESTRICTIONS ON USE AND OCCUPANCY:

- a. The Units are restricted to private residential use, including residential activities engaged in by Unit owners, members of the Unit owners' immediate family, and the guests and other authorized occupants, licensees and visitors of the Unit owners. These Units

may not be used for a professional, business, commercial, industrial or manufacturing purposes, or primarily for storage. Notwithstanding the foregoing, Unit 4 may be used primarily as a garage and for storage unless converted to residential use. In this event, the permission to use Unit 4 primarily as garage or storage shall lapse.

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- b. No Unit owner may carry on any practice, or permit any practice to be carried on, that unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. Each Unit and its appurtenant limited common elements shall be maintained in a clean and sanitary condition by the Unit Owner.
- c. No Unit shall be used, occupied or kept in a manner that in any way that would be deemed hazardous and/or result in an increase in the fire insurance premiums for a Unit beyond the standard rates for a dwelling in a multi-family structure, without the prior written permission of the Executive Board.
- d. No owner of a Unit may erect any sign on or in a Unit or any limited common element that is visible from outside such Unit, without in each instance having obtained the prior written permission of the Executive Board.
- e. A Unit owner, shall be absolutely liable to the other Unit owners and family, guests, licensees and invitees

of the other Unit owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit owner.

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- f. A Unit Owner may lease or sublease his Unit at any time and from time to time. No Unit may be leased or subleased without a written lease or sublease. No Unit may be leased for a term of less than six (6) months. A copy of each such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof. The rights of any lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease. The Unit owner shall provide any lessee or sublessee of a Unit with a copy of the Rules and Regulations of the Condominium. The Units Owners hereby appoint the Association as Attorney in Fact in order to prosecute eviction actions, at the expense of the Unit Owner, in the event the Unit Owner's tenants violate this provisions and the Unit Owner does not take timely action to terminate the tenancy. The foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any common expense assessments on behalf of the owner of that Unit unless so provided for in said lease or sublease.

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- g. A Unit owner shall be responsible for the cleanliness of any limited common element serving such Unit, at the expense of such Unit owner.
  - h. Each Unit owner shall comply strictly with the Bylaws and with any rules and regulations adopted and amended from time to time by the Executive Board in its sole discretion and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to a Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by an aggrieved Unit owner.

13. COMMON EXPENSES: Each Unit owner shall pay to the Association, or its authorized representative, monthly, his proportionate share of the budgeted expenses of the Association. Each Unit's proportionate share of common expense is described in Section 6 herein. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment. In the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate of eighteen percent (18%) per annum or such other rate as may be established by the Association, such late fees as may be established by the Association, costs and reasonable attorney's fees shall constitute a lien on the interest of such Unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all recorded first mortgages on the interest of such Unit owner, and the foreclosure or such

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mortgages, sale or transfer pursuant to foreclosure or transfer to the first mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, that become due prior to the foreclosure, shall become common expenses collectible from all owners of a Unit. Such foreclosure shall not release the delinquent Unit owners from personal liability to the Association for unpaid common expenses.

14. **MAINTENANCE:** Each Unit owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements within and upon such owner's Unit and the limited common elements allocated to such Unit; provided, however, that maintenance, repair and replacements to the exterior of the Building having an estimated cost of five hundred dollars (\$500.00) or more shall be subject to the prior approval of the Executive Board. The Executive Board shall ensure that the exterior portions of each Unit are maintained in a compatible and harmonious manner, so that the Building as a whole is attractive and well maintained, including without limitation the right to regulate colors, siding and roof materials, window alteration and the like. This paragraph does not affect the Declarant's rights in Paragraph 7 to effect changes to Unit 4.

15. **ASSOCIATION OF UNIT OWNERS:** The Association shall be the governing body for the Unit owners with respect to the administration of the Property as provided by the Act, this

Declaration and the Bylaws. The Association shall elect officers as provided in the Bylaws. H

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

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

In any voluntary conveyance of a Unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association Bylaws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit owners, prospective



purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

16. **Executive Board Powers:** Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association. An Executive Board composed of four (4) natural persons shall govern the affairs of the Association. Prior to the Transition Election provided for by subparagraph 16(a), the Executive Board shall be composed of three (3) natural persons. "Declarant Control Period" means the entire time period which extends from the date of the recording of this Declaration until the earlier of (a) five (5) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance to Purchasers of three (3) of the Units. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, without the necessity of obtaining resignations. The appointees of the

Declarant need not be Unit Owners. After the Transition Election, at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

- a. No later than the earlier of (a) sixty (60) days after the conveyance of three (3) of the Units to Purchasers or (b) five (5) years following conveyance of the first Unit to a Purchaser, or at such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association and Transition Election shall be held at which all of the members of the Executive Board and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect four (4) successor members of the Executive Board to act in the place and stead of those resigning.
- b. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive

Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

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

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

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each Unit owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements. Until separately taxed, Unit 4 will pay its proportion of taxes based upon the value of the carriage house as determined by the City of Portland Assessor.

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

19. Insurance and Related Matters: With respect to each Unit and the limited common elements appurtenant thereto, each Unit owner shall maintain insurance against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement, for an amount sufficient to avoid the application of any co-insurance provision. The proceeds of such insurance shall be used for the reconstruction of the Units and limited common elements or shall be otherwise disposed of in accordance with the provisions of this Declaration of the Act; and the policies shall contain the standard mortgage clause, provided, however, that the rights of the mortgagee of a Unit under any standard mortgage clause endorsement to such

policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the Units. Each Unit owner shall indemnify and save harmless the Association from any liability, claim, loss, damage, expense, action or cause of action relating to or out of such owner's respective Unit and its appurtenant limited common elements.

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20. Mortgage Provisions:

- a. The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.
- b. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.
- c. The Executive Board, when giving notice to a Unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the Bylaws or any rules and regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.
- d. Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at

reasonable times on business days and to require annual reports and other financial data of the Association.

If no audited financial statement is available, any holder of a mortgage on any Unit shall be allowed to have an audited statement prepared at its own expense.

e. Notwithstanding anything to the contrary elsewhere contained in this Declaration or the Bylaws, the following provisions shall govern:

- i. Any first mortgagee of a Unit in the condominium will, upon request, be entitled to inspect the books and records of the Association during normal business hours.
- ii. No provision of this Declaration or of the Bylaws shall be deemed or construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.
- iii. A first mortgagee of a Unit shall be entitled to prompt written notification from the Executive Board of (1) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws that is not cured within thirty (30) days,

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(2) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the common elements appurtenant thereto, (3) any lapse or modification of insurance or fidelity bond coverages, (4) any proposed amendment under Section 21 of this Declaration and (5) any proposed action that entitles an eligible mortgage holder to notice under § 1602-119(b) of the Act.

- iv. Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such Unit that accrue prior to the acquisition of title to such Unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from all of the owners of such Unit.
- v. So long as Declarant holds a mortgage on a Unit, that Unit owner shall not let or rent his Unit without first obtaining Declarant's prior written consent in each such instance. Notwithstanding the foregoing, any lease or rental of a Unit shall: (1) be in writing; (2) involve the lease or

rental of the entire Unit and not some lesser portion thereof; (3) be for a term of not less than six (6) months nor more than one (1) year; (4) provide that the tenant is subject in all respects to the provisions of the Declaration, Bylaws and any rules and regulations that may be adopted by the Executive Board; and (5) provide that failure by the lessee to comply with the terms of said documents shall be a default under such lease.

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21. **Method of Amending Declaration:** Except to the extent expressly permitted or required by the Act, this Declaration may be amended by a vote or by written approval of the Unit of owners of Units to which at least seventy-five percent (75%) of the votes in the association are allocated and written approval from eligible mortgage holders, as defined in the Act, representing at least seventy-five percent (75%) of the votes allocated to Units that are subject to eligible first mortgages. Notwithstanding the foregoing, any amendment proposed to change parking privileges must receive unanimous approval.

22. **Name and Address:** The name of the Condominium is the Ninety-Nine State Street Condominium, and the Condominium is located at 99 State Street in Portland, Maine.

23. **Applicable Law; Interpretation; Severability:** This Declaration shall be governed by and construed in accordance with



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

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

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

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

IN WITNESS WHEREOF, Crandall K. Toothaker has caused this instrument to be executed this 16<sup>th</sup> day of April, 2002.

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Stacy L. Dutill  
Witness

Crandall K. Toothaker  
Crandall K. Toothaker

State of Maine  
County of Cumberland

April 16, 2002

Personally appeared the above named Crandall K. Toothaker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Stacy L. Dutill  
Notary Public/~~Attorney at Law~~  
Printed Name:

STACY L. DUTILL  
Notary Public, Maine  
My Commission Expires August 14, 2007

EXHIBIT A

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Ninety-Nine State Street Condominium Legal Description

A certain lot or parcel of land situated at 99 State Street in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a drill hole in the northeasterly sideline of State Street where it is intersected by the projection southwesterly of the party wall between the brick building on the described premises known as 99 State Street and the brick building on the adjoining parcel known as 97 State Street;

Thence by said projection and through said party wall N 53° 53' 10" E 147.43 feet to land of Park Row Associates;

Thence by land of said Park Row Associates N 35° 43' 00" W 37.88 feet to a steel rebar and the parcel of land conveyed by the American Red Cross by deed dated February 25, 1983, and recorded in Cumberland County Registry of Deeds in Book 6124, Page 348;

Thence by land of the Doering Sr. Trust as recorded in Book 8042, Page 278, S 54° 51' 30" W 147.69 feet to a P. K. spike and the northeasterly sideline of said State Street;

Thence by State Street S 36° 05' 00" E 40.39 feet to the point of beginning.

The area of the above described parcel being 5774.2 square feet.

The above described courses refer to magnetic meridian of 1930.

The above described property is subject to and benefitted by certain right of way for vehicular and pedestrian ingress and egress with the property at 103 State Street as further described in deed of Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, dated September 18, 1985 recorded in Book 6903 Page 34.

Said easement is conveyed on the condition that Grantee, its successors and assigns, pay one-third of the cost of snow removal for all parking areas located at 99 State Street, 103-105 State Street and 111 State Street, it being understood that one-third of the cost of said snow removal shall be paid by the owner of 111 State Street, and the final one-third of the cost of said removal shall be paid by the owner of 103-105 State Street provided, further, that should the owner of 111 State Street elect to cease using the driveway between 99 and 103 State Street and between 103-105 State Street for access to this property and to cease paying common snow removal expenses, then the cost of

snow removal shall be borne one-half by the owner of 99 State Street and one-half by the owner of 103-105 State Street.

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Grantee covenants and agrees by acceptance of this deed hereof on behalf of itself, its successors and assigns that Grantee will not materially alter the facade at 99 State Street without the prior written consent of the owner of 97 State Street and that Grantee will not install any additional windows on the 97 State Street side of the brick garage located on the premises hereinabove conveyed.

Being the same premises conveyed to Crandall K. Toothaker by deed of Stewart W. McGuire recorded in Book 14469 Page 103.

EXHIBIT B

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Ninety-Nine State Street Condominiums

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

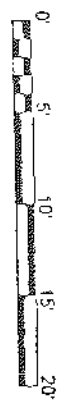
	Common Interest and Liability	Square Footage	Budget Vote	Association Vote
Unit 1	48.2%	2323	1	1
Unit 2	32.2%	1554	1	1
Unit 3	19.3%	943	1	1
Unit 4	<u>0 %</u>	<u>NA</u>	<u>0</u>	<u>1</u>
	100%	4820	3	4

11h

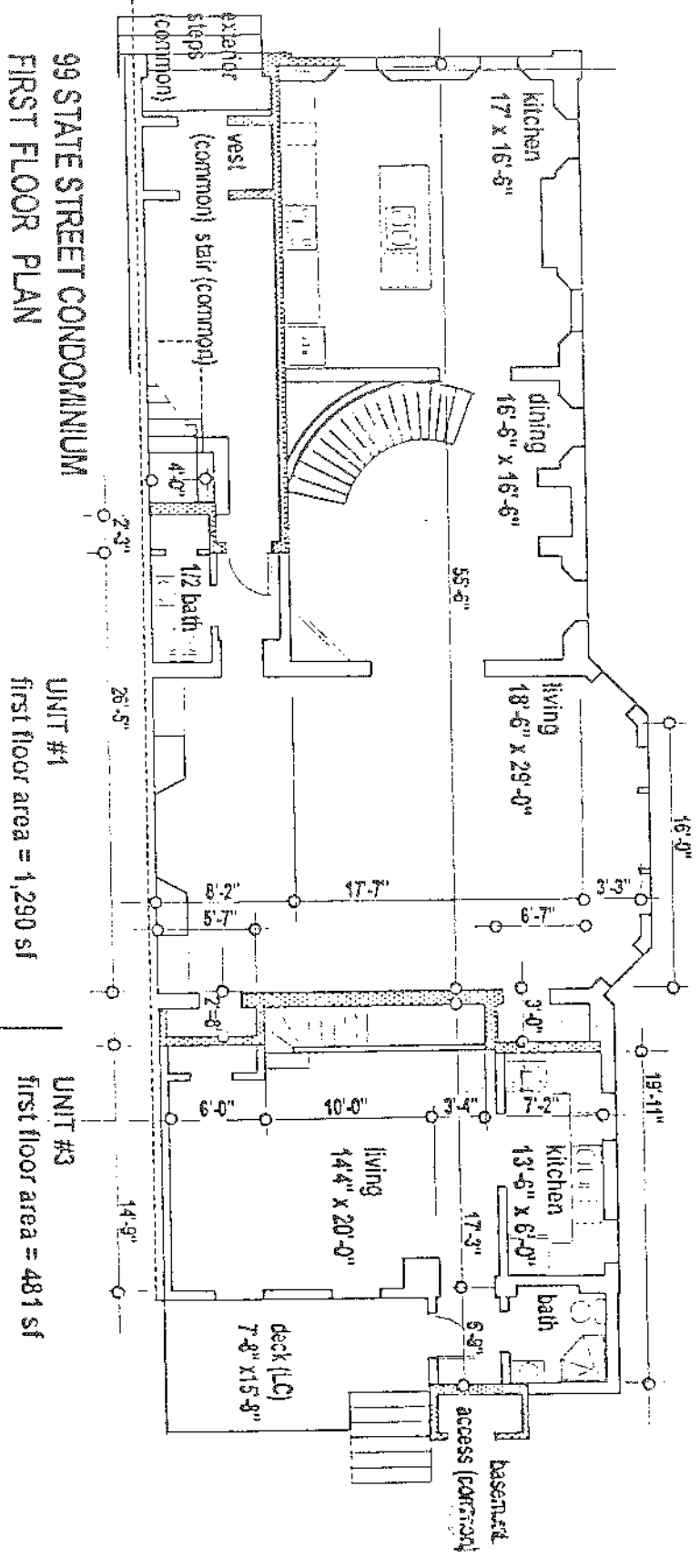


William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102

99 STATE STREET CONDOMINIUM  
FIRST FLOOR PLAN

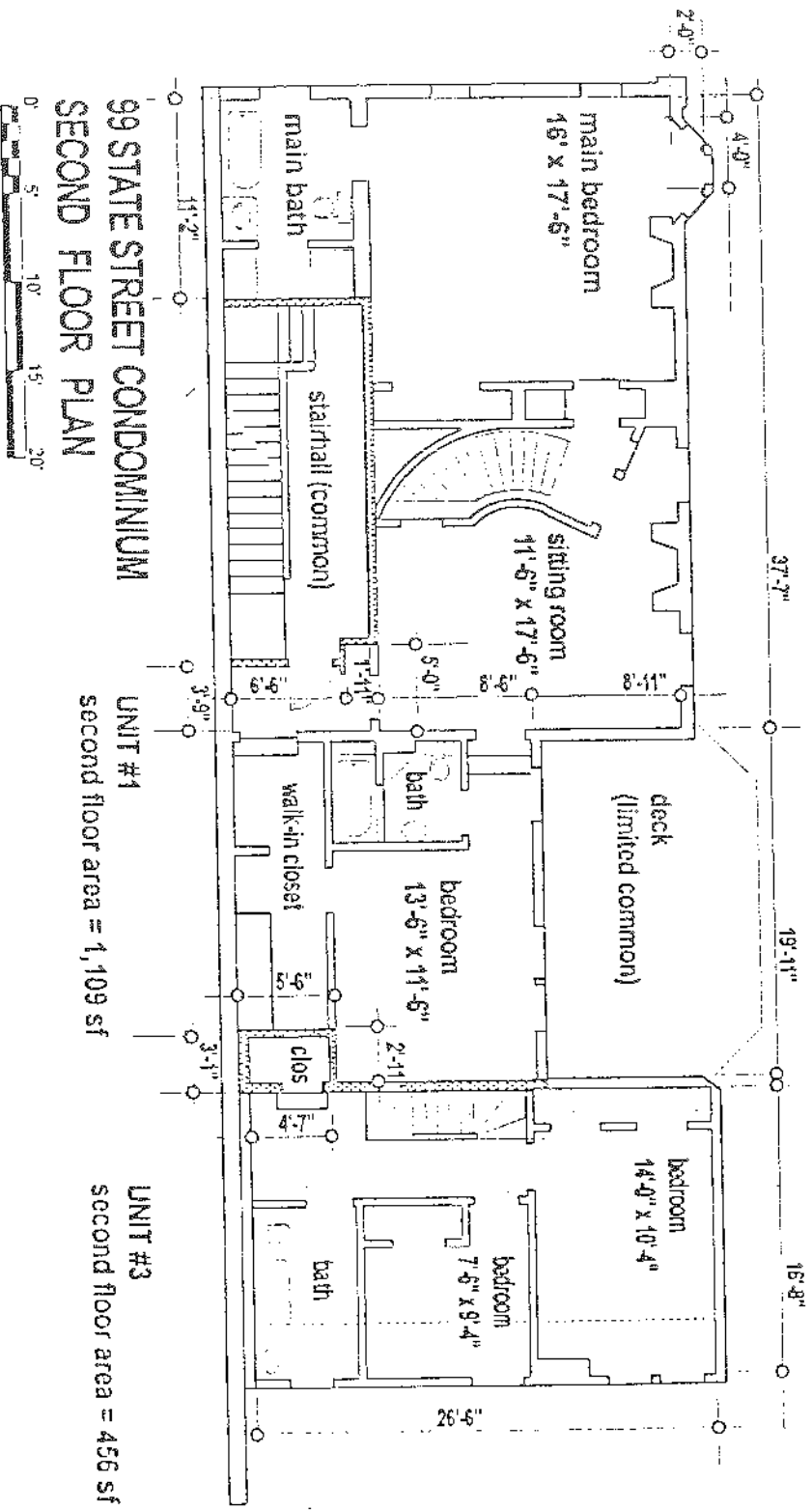


centerline of  
party wall



UNIT #1  
first floor area = 1,290 sf

UNIT #3  
first floor area = 481 sf

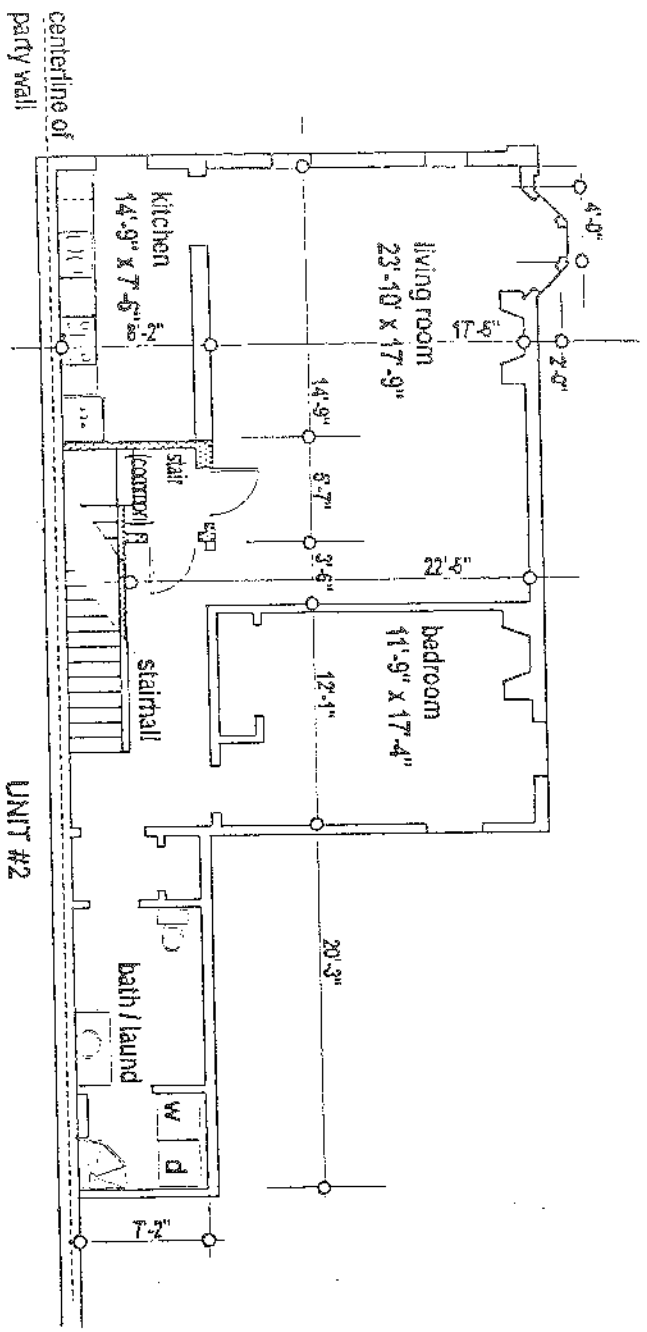


William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102

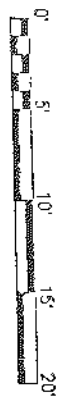
13



William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102



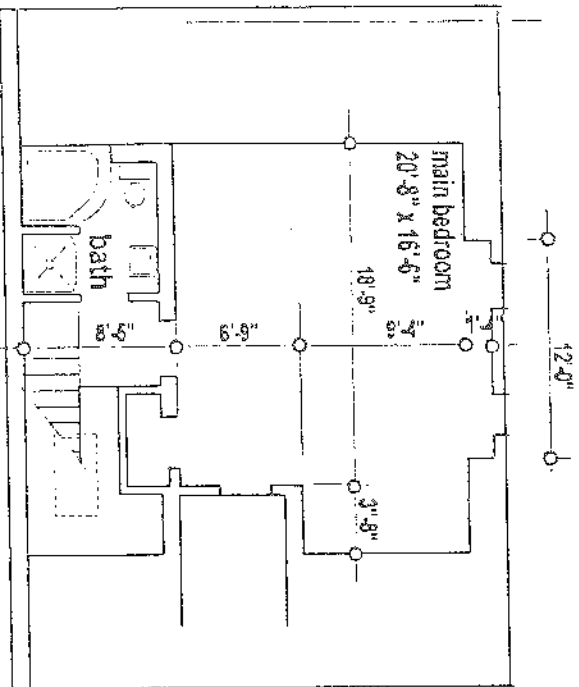
99 STATE STREET CONDOMINIUM  
THIRD FLOOR PLAN



UNIT #2  
third floor area = 1,006 sf



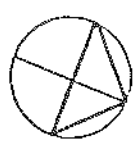
1 KK



99 STATE STREET CONDOMINIUM  
FOURTH FLOOR PLAN



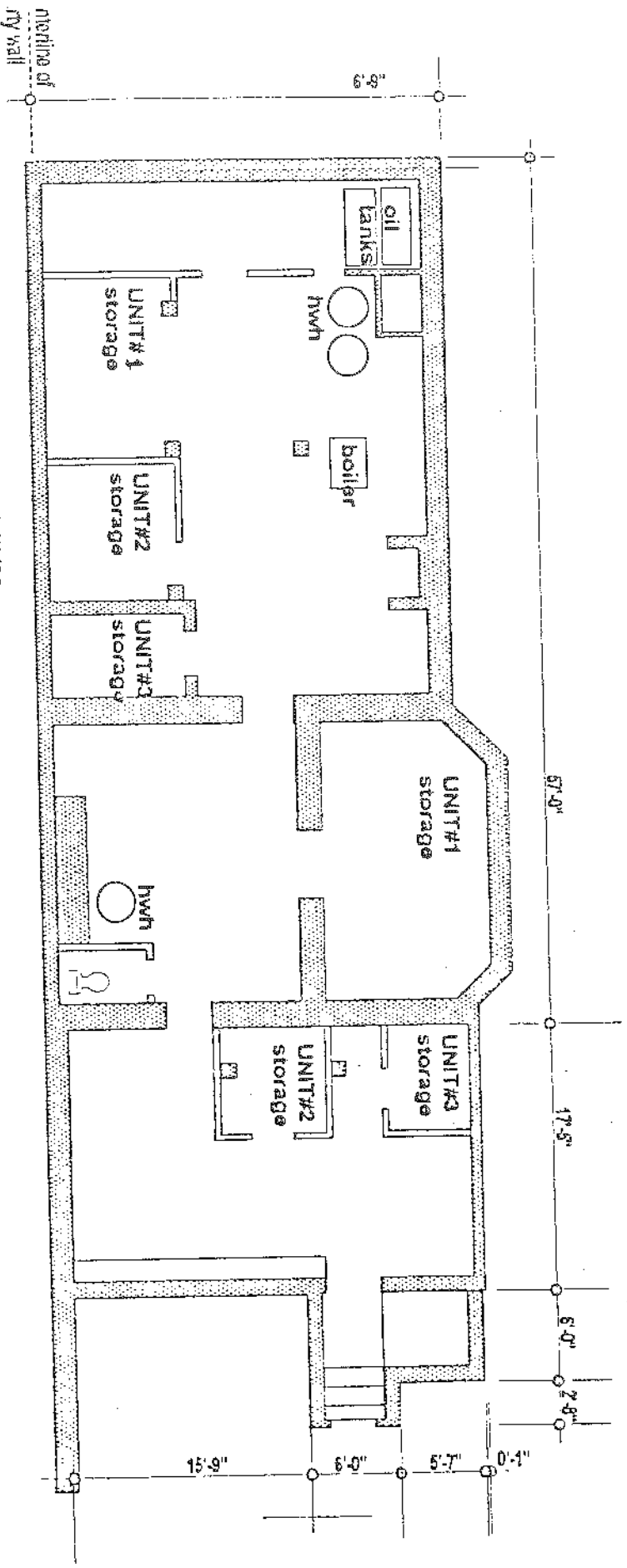
UNIT #2  
fourth floor area = 541 sf



William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102



William Nemmers Associates, Architect  
368 Brighton Ave. Portland, Me 04102



99 STATE STREET CONDOMINIUM  
BASEMENT PLAN









Existing Use:

Describe the existing use of the subject property:

2a

4 unit condominium, 3 residential and 1 garage

Current Zoning Designation(s): R-6

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.

change use of garage to residential unit, resulting in 4  
residential units

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 R-6 to R-7

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)

1. **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.

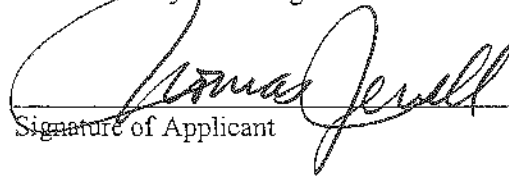
2b

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

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.

10/10/02  
Date of Filing

  
Signature of Applicant

**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

JEWELL & BOUTIN, P. A.  
Attorneys at Law  
477 Congress Street  
Suite 814  
Portland, ME 04101-3427

20

www.jewellandboutin.com

Thomas F. Jewell  
Daniel W. Boutin

E-mail: tjewell@jewellandboutin.com  
E-mail: dboutin@jewellandboutin.com

Telephone: 207-774-6665  
Fax: 207-774-1626

October 10, 2002

City of Portland  
Department of Planning  
and Development  
389 Congress Street  
Portland, ME 04101

Re: Crandall K. Toothaker  
99 State Street, Portland  
Map 45-B-26

Dear Sirs:

Enclosed please find an Application for Zoning Amendment to change the zoning of the above property from the current R-6 to R-7.

The applicant, Mr. Toothaker, seeks this change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single family residential structure.

Mr. Toothaker recently converted this property to a 4-unit condominium known as Ninety-Nine State Street Condominium. As part of the conversion, he retained the right to seek a change of zone for the carriage house, permitting him, if approved by the City, to create a residential unit in the carriage house.

The only R-6 provision that appears to prevent Mr. Toothaker from being able to achieve this end under present zoning is the sideyard setback as the building is located close to the boundary.

Mr. Toothaker envisions little or no change to the exterior of the carriage house. The adjacent property, owned by Mercy Hospital, is benefitted by an easement prohibiting installation of windows on the side of the carriage house that faces the common boundary. The Mercy-owned property is used for interim housing and offices for hospital staff. We enclose a survey to showing surrounding properties.

The applicant submits that approval of this zone change to allow creation of the additional residential unit on this



City of Portland  
October 10, 2002  
Page 2

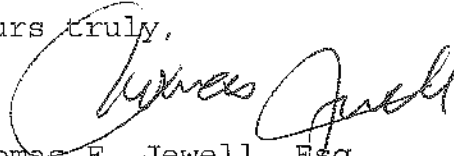
Zd

property is the highest and best use of the property and will be a small step toward alleviating the crowded housing market in Portland.

Mr. Toothaker readily meets the remaining requirements of R-7 as set forth in Portland Land Use Ordinance, Chapter 14, Section 14-141 *et seq.*, such as parking, which is demonstrated in the enclosed survey.

We look forward to your review of this proposal.

Yours truly,

A handwritten signature in cursive script, appearing to read "Thomas F. Jewell".

Thomas F. Jewell, Esq.

TFJ/lst  
Enclosures



EXHIBIT A

2f

A certain lot or parcel of land situated at 99 State Street in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a drill hole in the northeasterly sideline of State Street where it is intersected by the projection southwesterly of the party wall between the brick building on the described premises known as 99 State Street and the brick building on the adjoining parcel known as 97 State Street;

Thence by said projection and through said party wall N 53° 53' 10" E 147.43 feet to land of Park Row Associates;

Thence by land of said Park Row Associates N 35° 43' 00" W 37.88 feet to a steel rebar and the parcel of land conveyed by the American National Red Cross to the Grantors herein by deed dated February 25, 1983 and recorded in Cumberland County Registry of Deeds in Book 6124, Page 348;

Thence by land of Grantors herein S 54° 51' 30" W 147.69 feet to a P.K. spike and the northeasterly sideline of said State Street;

Thence by State Street S 36° 05' 00" E 40.39 feet to the point of beginning.

The area of the above described parcel being 5774.2 square feet.

The above described courses refer to magnetic meridian of 1930.

Being the same premises conveyed to Leonard M. Nelson, Trustee, by deed of Joseph Anthony Aliberti and Concetta Marie Aliberti, dated March 12, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3518, Page 272.

Reserving to the Grantor, its successors and assigns, for the benefit of adjoining properties (i.e. 103-105 State Street and 111 State Street) retained by the Grantor, a right of way for purposes of vehicular and pedestrian ingress and egress, to be used in common with the Grantee herein, on and over the following described portion of the above described premises:

A certain strip or parcel of land being the northerly portion of the premises known as 99 State Street in the City of Portland, County of Cumberland, State of Maine bounded and described as follows:

Beginning at a P.K. spike in the northeasterly sideline of State Street in said City that marks the southeasterly corner of the parcel of land conveyed by The American National Red Cross to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated February 25, 1983 and recorded in Cumberland County Registry of Deeds in Book 6124, Page 348;

Thence by land of said Trust N 54° 51' 30" E 125.24 feet to a P.K. spike;

Thence S 35° 54' 45" E 11.45 feet to a point midway between two doors of a brick garage on the said premises;

Thence along the brick face of said garage southwesterly 17.83 feet to the corner of said garage;

Thence continuing southwesterly about 19 feet to the northerly corner of the three story brick building on said premises known as 99 State Street;

Thence continuing southwesterly along the face of said building and its projection southwesterly to the northeasterly side of said State Street;

Thence by said State Street N 36° 05' 00" W 13 feet, more or less, to the point of beginning.

The above described Easement being a portion of the parcel of land conveyed by Joseph A. Aliberti et al to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated March 12, 1974 and recorded in Cumberland County Registry of Deeds in Book 3518, Page 272.

The above described courses refer to magnetic North of the Year 1930.

The above described easement reserved by Grantor shall not prevent Grantee from using that portion of the existing paved driveway which lies immediately adjacent to the existing building at 99 State Street for the purpose of parallel parking a single row of cars.

Together with a right of way for purposes of vehicular and pedestrian ingress and egress to be used in common with Grantor, its successors and assigns, on and over a portion of the existing driveway located at 103 State Street and immediately adjoining the above driveway easement reserved to Grantor, more particularly described as follows:

A certain lot or strip of land situated on the northeasterly side of State Street in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a P.K. spike in the northeasterly sideline of said State Street at the southwesterly corner of the parcel of land conveyed by Joseph A. Aliberti et al to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated March 12, 1974 and recorded in Cumberland County Registry of Deeds in Book 3518, Page 272;

Thence by land of said Trust N 54° 51' 30" E 125.24 feet to a P.K. spike;

Thence through land of the Grantors herein N 35° 54' 45" W 3.52 feet to a P.K. spike;

Thence through land of the Grantors herein S 54° 30' 30" W 122.14 feet to a point;

Thence 3.14 feet along the arc of a curve having a radius of 2.00 feet and a chord of S 9° 30' 30" W 2.83 feet to a point;

Thence S 54° 51' 50" W 1.10 feet to said State Street;

Thence by said State Street S 36° 05' 00" E 6.86 feet to the point of beginning.

The above described Easement being a portion of the parcel of land conveyed by deed of The American National Red Cross to Leonard M. Nelson, Trustee for Landmark Medical Realty Trust, by deed dated February 25, 1983 and recorded in said Registry in Book 6124, Page 348.

The above described courses refer to magnetic North of the Year 1930.

Said easement is conveyed on the condition that Grantee, its successors and assigns, pay one-third of the cost of snow removal for all parking areas located at 99 State Street, 103 - 105 State Street and 111 State Street, it being understood that one-third of the cost of said snow removal shall be paid by the owner of 111 State Street, and the final one-third of the cost of said removal shall be paid by the owner of 103 - 105 State Street and provided, further, that should the owner of 111 State Street elect to cease using the driveway between 99 and 103 State Street and between 103 - 105 State Street for access to his property and to cease paying common snow removal expenses, then the cost of snow removal shall be borne one-half by the owner of 99 State Street and one-half by the owner of 103-105 State Street.

Grantee covenants and agrees by acceptance of this deed hereof on behalf of itself, its successors and assigns that Grantee will not materially alter the facade at 99 State Street without the prior written consent of the owner of 97 State Street and that Grantee will not install any additional windows on the 97 State Street side of the brick garage located on the premises hereinabove conveyed.

Referral is hereby made to a Standard Boundary Survey entitled "Landmark Medical Realty Trust" by H.I. and E.C. Jordan dated September 18, 1985 to be recorded at the Cumberland County Registry of Deeds.

29

*Doering Real Estate*

**Doering Real Estate  
18 Mount Vernon, St., Apt. #1  
Boston, MA 02108**

January 28, 2003

Crandall K. Toothaker  
PO Box 4271, Station A  
Portland, Maine 04101

***RE: 99 State Street***

Dear Crandall:

I have received a notice from the City of Portland regarding your plan for developing the garage/carriage house on your property at 99 State Street. I am writing to you because I am concerned that your development plans are exceeding the scope of and will put additional burdens on the access easement which our properties share.

As you know, our properties were once owned by the Nelson family. Your current ownership was created by a deed to Stewart Maguire. That deed describes your parcel and reserves to and for the benefit of my property an easement over a right-of-way. The right of way is depicted on the plan that you have had recorded at Plan Book 203, Page 144. That plan was prepared in connection with your creation of a condominium of the 99 State Street property.

My first concern has to do with your depiction of parking spaces on the plan and the creation of confusion between yourself and people to whom you sell units. Specifically, the plan sets out three parking areas beginning at State Street and extending along your northwesterly boundary line. The area indicated for those parking spaces is also our shared access easement.

Under the easement deed, I recognize that you have a right to use a portion of the "paved driveway immediately adjacent to the building at 99 State Street for purposes of parallel parking a single row of cars." My concern and objection to the plan you show is that you seem to be indicating that parking can take place within the right-of-way in front of or southwesterly of the front of the building and, moreover, you have extended the parking area beyond the northeasterly end of the existing building (note the deed does not permit parking adjacent to the garage or carriage house). Under the easement, neither of those areas is allowed to be used for parking.

Moreover, under your declaration of condominium, I have read that you allow the unit owners to park two cars in each of those spaces. Since there is clearly not enough space in the indicated parking areas for two cars, I believe you are creating or have created an untenable situation that will lead to a great deal of difficulty in managing the

*Doering Real Estate*

access and parking areas. As a practical matter, you have to realize that the large maple tree which exists on our common boundary line effectively limits or inhibits free and easy access through the travel aisle near the end of the brick building and any parking near or by the tree as represented on your condominium plan will effectively block the travel in the areas of access.

I anticipate that converting the fairly large, brick carriage house into another unit will result in additional demand for parking--not merely for one car but, more likely, two cars. I see that your other three residential units in the building are already fairly sizeable, ranging from a low of 940 square feet to a high of 2,323 square feet. Clearly, these units must create substantial demand for parking. This conversion both reduces available parking spaces and creates increased demand for the fewer spaces that remain. This winter's snow conditions only highlight the already constrained parking and access conditions at our properties.

While believe that there are opportunities for you and I to resolve these issues, I cannot support your current application to increase the intensity of use in development of your property. By copy of this letter, I am letting the Planning Board know that I am opposed to your proposed rezoning of your property. While I can agree that additional living units are desirable in Portland, I do not believe that they should come at the expense of creating untenable and fractious relationships between abutting property owners who share common facilities. I hope that the Board will not forward your plan with a positive recommendation.

In that regard, this letter will also advise you that I believe that any further intensification of your vehicular use of the access easement over my property will create an unnecessary and unreasonable burden on that access and that your plans for the easement I enjoy on your property is being infringed upon. I am sending this letter in order to contact you before you commit yourself to this project. I hope that you and I can speak in the very near future to try to determine whether there is a satisfactory basis upon which you may go forward with my approval.

Sincerely yours,



Ralph H. Doering, Jr.  
Trustee of Doering (Sr.) Trust

cc. Kandice Talbot

*Doering Real Estate*

**Doering Real Estate  
18 Mount Vernon, St., Apt. #1  
Boston, MA 02108**

January 28, 2003

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Moreover, under your declaration of condominium, I have read that you allow the unit owners to park two cars in each of those spaces. Since there is clearly not enough space in the indicated parking areas for two cars, I believe you are creating or have created an untenable situation that will lead to a great deal of difficulty in managing the

*Doering Real Estate*

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*Doering Real Estate*

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*Doering Real Estate*

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Sincerely yours,



Ralph H. Doering, Jr.  
Trustee of Doering (Sr.) Trust

cc. Kandice Talbot

The term "spot zoning" refers to any zoning ordinance that is designed to specifically benefit a particular parcel of land. > Vella, 677 A.2d at 1053. "Spot zoning" is not itself a pejorative term, and the mere fact that an ordinance benefits a particular piece of land will not render it illegal. > Id. Illegal spot zoning is the "process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners." > Id. at 1053-54 (quoting > Rodgers v. Village of Tarrytown, 302 N.Y. 115, 96 N.E.2d 731, 734 (1951)). In order to constitute illegal spot zoning, the ordinance "(1) must pertain to a single parcel or a limited area--ordinarily for the benefit of a particular property owner or specially interested party--and (2) must be inconsistent with the city's comprehensive plan, or if there is none, with the character and zoning of the surrounding area, or the purposes of zoning regulation, i.e., the public health, safety, and general welfare." > Citizens Ass'n of Georgetown, Inc. v. District of Columbia Zoning Comm'n, 402 A.2d 36, 39-40 (D.C.1979) (followed by > Vella, 677 A.2d at 1053).

803 A.2d 1018, 1024 City of Old Town v. Dimoulas, (Me. 2002)

### Comparison Chart of R-6, R-7 and R-6 Small Lot Infill (Proposed)

	R-6	R-7	R-6 Small Lot Infill (Proposed)
<b>Minimum Lot Size</b>	4,500 sq. ft.	None	None
<b>Maximum Lot Size</b>	3,000 sq. ft. (Lot of Record)	None	10,000 sq. ft.
<b>Front Yard</b>	10 ft. need not exceed the average depth of front yards on either side of the lot	None	No more than 10 ft.
<b>Side Yard</b>	10 ft. (1 to 3 stories) 12 ft. (4 stories) 15 ft. (5 stories)	None, except in the case of abutting residential lots under separate ownership, side or rear setbacks of the R-6 shall apply. Minimum distance between such buildings need not be greater than the standard setback.	None, except that side yards between 2 buildings on the same or different lots shall maintain a minimum 10 foot setback between buildings or the sum of the heights of the existing buildings divided by 5, whichever is greater. One side or rear yard shall be at least 15 ft. Also maintenance easement provision.
<b>Rear Yard</b>	20 ft.	See above	See above
<b>Minimum Structure Height</b>	None	None	2 stories of living space above grade of adjacent street frontage.
<b>Maximum Structure Height</b>	45 ft.	50 ft.	45 ft.
<b>Maximum Lot Coverage</b>	40% of lot area containing 20 or more dwellings	100%	No requirement
<b>Open Space Ratio</b>	20% with 20 or less dwellings 30% with 20 or more dwellings	None	Requirement of exterior porches or decks for each dwelling. See zoning text.
<b>Minimum Street Frontage</b>	40 ft.	None	None
<b>Minimum Lot Width</b>	50 ft.	None	None
<b>Land Area Per Dwelling Unit</b>	1,000 sq. ft. per dwelling unit  New Construction - 1,200 sq. ft. per dwelling after first 3 dwellings (36 d.u. per acre)	725 sq. ft. per dwelling unit (60 d.u. per acre)  If within 500 ft. of municipal park - 435 sq. ft. per d.u. (100 d.u. per acre)	725 sq. ft. per dwelling unit (60 d.u. per acre)
<b>Parking</b>	For new construction, 2 spaces per d.u. plus 1 space every 6 d.u.	1 space per dwelling	1 space per dwelling

Zandi

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 02-0213	Date Applied For: 03/04/2002	CBL: 045 B026001
-----------------------	---------------------------------	---------------------

Location of Construction: 99 State St	Owner Name: Toothaker Crandall K	Owner Address: Po Box 4271 Station A	Phone: 207-329-6007
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	

Proposed Use: main house continuing to be 3 units, Condo conversion	Proposed Project Description: condo conversion 3 units
------------------------------------------------------------------------	-----------------------------------------------------------

Dept: Zoning      Status: Approved with Conditions      Reviewer: Marge Schmuckal      Approval Date: 03/29/2002  
 Note: 99 State st      Ok to Issue:

- 1) It is understood that there will be a SEPARATE permit application to allow a new dwelling unit within the carriage house at a later date. A site plan review and Historic review shall also be required at that time.
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 3) This property shall remain a three (3) family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building      Status: Not Applicable      Reviewer: Mike Nugent      Approval Date: 04/16/2002  
 Note:      Ok to Issue:

- 1) For Building Code purposes, this is a change of ownership, no construction is contemplated in this conversion.MJN

Dept: Fire      Status: Approved with Conditions      Reviewer: Lt. McDougall      Approval Date: 04/09/2002  
 Note:      Ok to issue:

- 1) Smoke detectors shall be installed in all bedrooms, in the common area of the apartment and be interconnected per NFPA 72
- 2) Vertical openings shall be fire-rated in one hour construction

Comments:  
 07/16/2002-jjr: Close out by Tammy Munson

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 02-0213	Issue Date:	CBL: 045 B026001
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Location of Construction: 99 State St	Owner Name: Toothaker Crandall K	Owner Address: Po Box 4271 Station A	Phone: 207-329-6007
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	Zone:

Past Use: 3 units	Proposed Use: main house continuing to be 3 units, Condo conversion	Permit Fee: \$330.00	Cost of Work: \$0.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	

Proposed Project Description: condo conversion 3 units	Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: gg	Date Applied For: 03/04/2002	<b>Zoning Approval</b>	
------------------------	---------------------------------	------------------------	--

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date:	Date:	Date:

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

**AMENDMENT TO PORTLAND CITY CODE**  
**CHAPTER 14, section 135 (Purpose),**  
**14-139 (Dimensional Requirements), and 14-140 (Other Requirements)**  
**14-425 (Projections In Required Side Yard Areas)**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE**  
**IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Chapter 14 Article III, section 135 (Purpose) be amended as follows:

**Sec. 14-135. Purpose.**

The purpose of the R-6 residential zone is:

- A) To set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households; and to conserve the existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of professional offices and other nonresidential uses.
- A) In cases of qualifying small, vacant, underutilized lots located in the urban residential and business zone, to encourage new housing development consistent with the compact lot development pattern typically found on the peninsula.

2. That Chapter 14 Article III, section 139 (Dimensional requirements) be amended as follows:

**Sec. 14-139. Dimensional requirements.**

1) In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, lots in the R-6 zone, excluding lots qualifying as undersized lots meeting the dimensional standards located at the end 14-139, shall meet or exceed the following minimum requirements:

(a) *Minimum lot size:*

- 1. Residential: Forty-five hundred (4,500) square feet, except as provided for lots of record in section 14-433 (lots of record and accessory structure setbacks for existing buildings) of this article.

2. Reserved.
3. Long-term and extended care facilities: Ten thousand (10,000) square feet for the first nine (9) residents plus seven hundred fifty (750) square feet for each additional resident, up to a total of two (2) acres.
4. Intermediate care facility: One (1) acre.
5. School: Thirty thousand (30,000) square feet.
6. Church or place of worship: Seventy-five hundred (7,500) square feet for a seating capacity of fifty (50) plus one thousand (1,000) square feet for each additional increment of fifteen (15) seats or major fraction thereof within the principal place of assembly for worship.
7. Fraternal organization; Ten thousand (10,000) square feet.
8. Municipal use: Forty-five hundred (4,500) square feet.
9. Hospital: Two (2) acres.
10. All other uses: Forty-five hundred (4,500) square feet.
11. Lodging house: Four thousand five hundred (4,500) square feet.
12. Community Hall: None, provided that no existing lot housing a community hall may be reduced to less than four thousand five hundred (4,500) square feet.

Provided that for uses specified in section 14-139(a)3 through 9 above, no minimum lot area shall be required in the following cases:

- a. Uses existing on June 1, 1983;
- b. Expansion onto land abutting the lot on which the principal use is located;
- c. Expansion onto land other than the lot on which the principal use is located to the extent that such expansion consists of the reuse of surface parking area or nonresidential structures existing and in nonresidential use as of June 1, 1983, provided that such reuse is contained within the lot of record of such structure or parking area as of June 1, 1983;



- d. Expansion onto land other than the lot on which the principal use is located of not more than fifteen (15) percent of the total contiguous land area of the existing use, or one (1) acre, whichever is less, within any five-year period.
- (b)
1. *Minimum area per dwelling unit:* One thousand (1,000) square feet per dwelling unit; and in the case of building additions and new construction, one thousand two hundred (1,200) square feet for each dwelling unit after the first three (3) units. This requirement may be reduced by up to twenty (20) percent for a special needs independent living unit.
  2. *Minimum rooming unit areas for lodging houses:* Two hundred (200) square feet of combined rooming unit and common area for each rooming unit. Each individual rooming unit shall be a minimum of eighty (80) square feet.
  3. *Minimum land area per lodging house rooming unit:* Two hundred fifty (250) square feet.
  4. *Minimum land area per intermediate care facility resident:* Eight thousand (8,000) square feet for the first thirty-five (35) residents, plus three hundred fifty (350) square feet for each additional resident.
- (c) *Minimum street frontage:* Forty (40) feet.
- (d) *Minimum yard dimensions:* (Yard dimensions include setbacks of structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)
1. *Front yard:*

Principal or accessory structures: Ten (10) feet.

A front yard need not exceed the average depth of front yards on either side of the lot. A lot of record existing as of June 5, 1957, and less than one hundred (100) feet deep need not be deeper than twenty (20) percent of the depth of the lot.
  2. *Rear yard:*
    - a. Principal and attached accessory structures with ground coverage greater than one hundred (100) square feet: Twenty (20) feet.
    - b. Detached accessory structures with a ground coverage of one hundred (100) square feet or less: Five (5) feet.

Setbacks for swimming pools shall be as provided for in section 14-432 (swimming pools) of this article.

3. *Side yard:*

- a. Principal and attached accessory structures with ground coverage greater than one hundred (100) square feet:

*Height of Structure Required Side Yard*

1 story . . . . . 10 feet

2 stories . . . . . 10 feet

3 stories . . . . . 10 feet

4 stories . . . . . 12 feet

5 stories . . . . . 15 feet

The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than ten (10) feet. In the case of a lot of record existing as of June 5, 1957, and held under separate and distinct ownership from adjacent lots, the required side yard may be reduced in order to provide a buildable width of up to twenty-four (24) feet, but in no case shall the resulting side yards be less than ten (10) feet.

- b. Detached accessory structures with ground coverage of one hundred (100) square feet or less: Five (5) feet. Setbacks for swimming pools shall be as provided for in section 14-432 (swimming pools) of this article.

4. *Side yard on side streets:*

- a. Principal or accessory structures: Ten (10) feet.
- (e) *Maximum lot coverage:* Forty (40) percent of lot area for lots which contain twenty (20) or more dwelling units; fifty (50) percent for lots which contain fewer than twenty (20) dwelling units.
- (f) *Minimum lot width:* Fifty (50) feet.
- (g) *Maximum structure height:*

Principal and attached accessory structure: Forty-five (45) feet.

Accessory detached structure: Eighteen (18) feet.

(h) *Open space ratio:*

1. *Uses other than bed and breakfast.* Twenty (20) percent for those lots which contain fewer than twenty (20) dwelling units; thirty (30) percent for those lots which contain twenty (20) or more dwelling units. This area shall not include parking areas or other impervious surfaces as defined in section 14-47.
2. *Bed and breakfasts.* A bed and breakfast that is located on a lot that has at least twenty (20) percent open space on the date of filing of the application for site plan shall not reduce the open space on the lot below twenty (20) percent of the lot area. A bed and breakfast located on a lot that does not have at least twenty (20) percent open space on the date of filing of the application for site plan review, and that is legally nonconforming as to the open space requirement of this section, shall not reduce the open space on the lot below the level in existence on the date of the application for site plan review. Open space areas shall not include parking areas or other impervious surface areas as defined in section 14-47.

(i) A below-grade dwelling unit shall be permitted only if the primary access for the dwelling unit is provided directly to the outside of the building.

(j) *Minimum gross floor area for bed and breakfasts:* Two thousand (2,000) square feet of gross floor area for the first three (3) guest rooms and five hundred (500) square feet of floor area for each additional guest room.

2) *Small residential lot development:* For residential uses on small, vacant lots located in the R-6 may use the dimensional requirements below if all of the following conditions are met:

The lot is:

vacant or is used exclusively for parking or contains an accessory structure not used for residential purposes as of [date of enactment]; and  
the lot existed as of [date of enactment]

(a) *Minimum lot size:* None

(b) *Maximum lot size:* Ten thousand (10,000) square feet.

(c) *Yard dimensions:*

1. *Front yard:*

No more than ten (10) feet.

2. *Rear yard:*

None, except that rear yards between two (2) buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the abutting buildings and proposed buildings divided by five (5), whichever is greater; and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line.

3. *Side yard:*

None, except that side yards between two (2) buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the existing buildings and proposed buildings divided by five (5), whichever is greater and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; Provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line.

(d) *Minimum principal structure height:* Two (2) stories of livingspace above the grade of the adjacent street frontage, except for porches, entryways, attached garages and accessory detached structures.

(e) *Maximum principal structure height:* Forty five (45) feet.

(f) *Open space requirement:* All lots used for residential purposes shall provide an attached exterior deck, porch, patio or balcony for each dwelling unit, except where a designated open space equal to ten (10) percent or more of the lot area is located on site and maintained as open space, then the number of exterior decks, porches, patios or balconies may be reduced by up to fifty (50) percent. The designated open space, if provided, shall have a minimum width and length of at least fifteen (15) feet, a slope of no greater than ten (10) percent and shall be used exclusively as recreational open space i.e. it shall not be used for vehicular circulation, parking, etc.. All required decks, porches, patios or balconies shall meet the requirements of the R-6 Infill Development Design Manual.

(g) *Minimum lot width:* None.

(h) *Minimum land area per dwelling:* Seven hundred and twenty-five (725) square feet.

3. That Chapter 14 Article III, section 140 (Other requirements) be amended as follows:

Sec. 14-140. Other requirements.

(a) *Offstreet parking:* Off-street parking is required as provided in division 20 (off-street parking) of this article, except that required parking for residential building additions shall be located on the same lot. For small, vacant lots which meet, and are developed under, the dimensional standards of 14-139(2) above, one (1) parking space per dwelling unit is required and shall be located on the same lot.

(b) *Storage of vehicles:* Only one (1) unregistered motor vehicle may be stored outside on the premises for a period not exceeding thirty (30) days.

(c) *Shoreland and flood plain management regulations:* Any lot or portion of a lot located in a shoreland zone as identified on the city shoreland zoning map or in a flood hazard zone shall be subject to the requirements of division 26 and/or division 26.5.

(d) *Small residential lot development* shall conform to the site plan standards of §14-526.

4. That Chapter 14 Article III, section 425 (Projections in required yard areas) be amended as follows:

**Sec. 14-425. Projections in required yard areas.**

Any yard may be occupied by a one-story entrance porch not enclosed, with or without a roof, if the area of the porch does not exceed fifty (50) square feet nor the projection from the building exceed six (6) feet. A cornice eave, sill, canopy, chimney, bay window or other similar architectural feature, may project into any required yard a distance of not more than two (2) feet. A basement bulkhead of similar size, but not more than twenty four (24) inches in height, is also permitted.

5. That Chapter 14 Article III, section 526 (Standards) be amended as follows:

- (a) *Requirements for approval.* The planning board or planning authority shall not approve a site plan unless it meets the following criteria:

(28) Small lot development located in the R-6 zone that utilize the dimensional standards of §14-139(2) shall meet the site plan requirements above and the requirements contained within the R-6 Infill Development Design Manual which is incorporated herein by reference. The planning authority shall issue a Design Certificate, prior to planning board site plan review, after finding that the standards contained within the R-6 Infill Development Design Manual have been met. Any decision to grant or deny a Design Certificate shall be made in writing stating the findings of the planning authority. Any person aggrieved by the planning authority's decision to grant or deny a Design Certificate may appeal that decision to the Planning Board by filing a written request for appeal within 30 days of the date of such decision. In the event of such appeal, the Planning Board will conduct a *de novo* review of the project's compliance with the standards contained within this R-6 Infill Development Design Manual.

6. That Chapter 14 Article III, section 529 (Standards) be amended as follows:

**Sec. 14-529. R-6 In-fill Development Design Standards.**

- (a) *Adoption and amendment of standards:* The Planning Authority shall promulgate design standards for R-6 Infill Development Design Manual. Such design standards or any amendments thereto shall become effective only upon approval of the Planning Board following a public hearing before the Planning Board. Such standards shall be additional to and consistent with the provisions of this article and shall be necessary and reasonable and shall be in accord with sound architectural practice. The Planning Authority shall maintain for public inspection current copies of the effective

**Sec. 14-425. Projections in required yard areas.**

Any yard may be occupied by a one-story entrance porch not enclosed, with or without a roof, if the area of the porch does not exceed fifty (50) square feet nor the projection from the building exceed six (6) feet. A cornice eave, sill, canopy, chimney, bay window or other similar architectural feature, may project into any required yard a distance of not more than two (2) feet. A basement bulkhead of similar size, but not more than twenty four (24) inches in height, is also permitted.

5. That Chapter 14 Article III, section 526 (Standards) be amended as follows:

- (a) *Requirements for approval.* The planning board or planning authority shall not approve a site plan unless it meets the following criteria:

...  
 (28) Small lot development located in the R-6 zone that utilize the dimensional standards of §14-139(2) shall meet the site plan requirements above and the requirements contained within the R-6 Infill Development Design Manual which is incorporated herein by reference. The planning authority shall issue a Design Certificate, prior to planning board site plan review, after finding that the standards contained within the R-6 Infill Development Design Manual have been met. Any decision to grant or deny a Design Certificate shall be made in writing stating the findings of the planning authority. Any person aggrieved by the planning authority's decision to grant or deny a Design Certificate may appeal that decision to the Planning Board by filing a written request for appeal within 30 days of the date of such decision. In the event of such appeal, the Planning Board will conduct a *de novo* review of the project's compliance with the standards contained within this R-6 Infill Development Design Manual.

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**Sec. 14-529. R-6 In-fill Development Design Standards.**

- (a) *Adoption and amendment of standards:* The Planning Authority shall promulgate design standards for R-6 Infill Development Design Manual. Such design standards or any amendments thereto shall become effective only upon approval of the Planning Board following a public hearing before the Planning Board. Such standards shall be additional to and consistent with the provisions of this article and shall be necessary and reasonable and shall be in accord with sound architectural practice. The Planning Authority shall maintain for public inspection current copies of the effective

standards.



**CITY OF PORTLAND, MAINE  
MEMORANDUM**

**TO:** Chair Caron and Members of the Portland Planning Board  
**FROM:** Kandice Talbot, Planner  
**DATE:** March 26, 2002  
**SUBJECT:** Zone Map Change Request  
R-6 to R-7, Vicinity of 99 State Street, Crandall Toothaker, Applicant

**Introduction**

Crandall Toothaker is requesting review of a zoning map change proposal for the property located at 99 State Street. The proposed change would be from R-6 Residential to R-7 Compact Urban Residential Overlay Zone. Mr. Toothaker is requesting this change in order to be able to convert the brick carriage house at the rear of the property from its current use as a garage to a single-family residential structure.

The applicant recently converted this property to a 3-unit condominium known as Ninety-Nine State Street Condominium. As part of the conversion, he retained the right to seek a change of zone for the carriage house, permitting him, if approved by the City, to create a residential unit in the carriage house.

The applicant is requesting an R-7 designation because the development does not meet the R-6 setback requirements.

A boundary survey of the site is included as Attachment 3.

Existing uses within the area are primarily multi-family residential buildings, with Mercy Hospital buildings located nearby.

The Zoning Administrator has reviewed the proposal for compliance with the R-7 zoning and setback requirements and has found them to be acceptable.

**Policy Considerations**

R-7 Compact Urban Residential Overlay Zone

The purpose of the R-7 Compact Urban Residential Overlay Zone is:

*"To encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the New Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.*

*Locations for siting the R-7 zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties. ...It may be appropriate in some cases to rezone to R-7 overlay through conditional or contract zoning to ensure that new development is architecturally appropriate and compatible with the surrounding neighborhood."*

The R-7 Zone concept was developed to address the need for infill housing opportunities in Bayside and other areas of the peninsula. As A New Vision for Bayside states: "A true urban district has a healthy mix of residences, and Bayside needs more housing to be a stable and vital neighborhood. Portland will have to revise zoning, provide infrastructure improvements, and create financial incentives to spur development of appropriate and compatible housing construction of the quantities, density, types, and design quality needed to meet the ambitious targets of the plan."

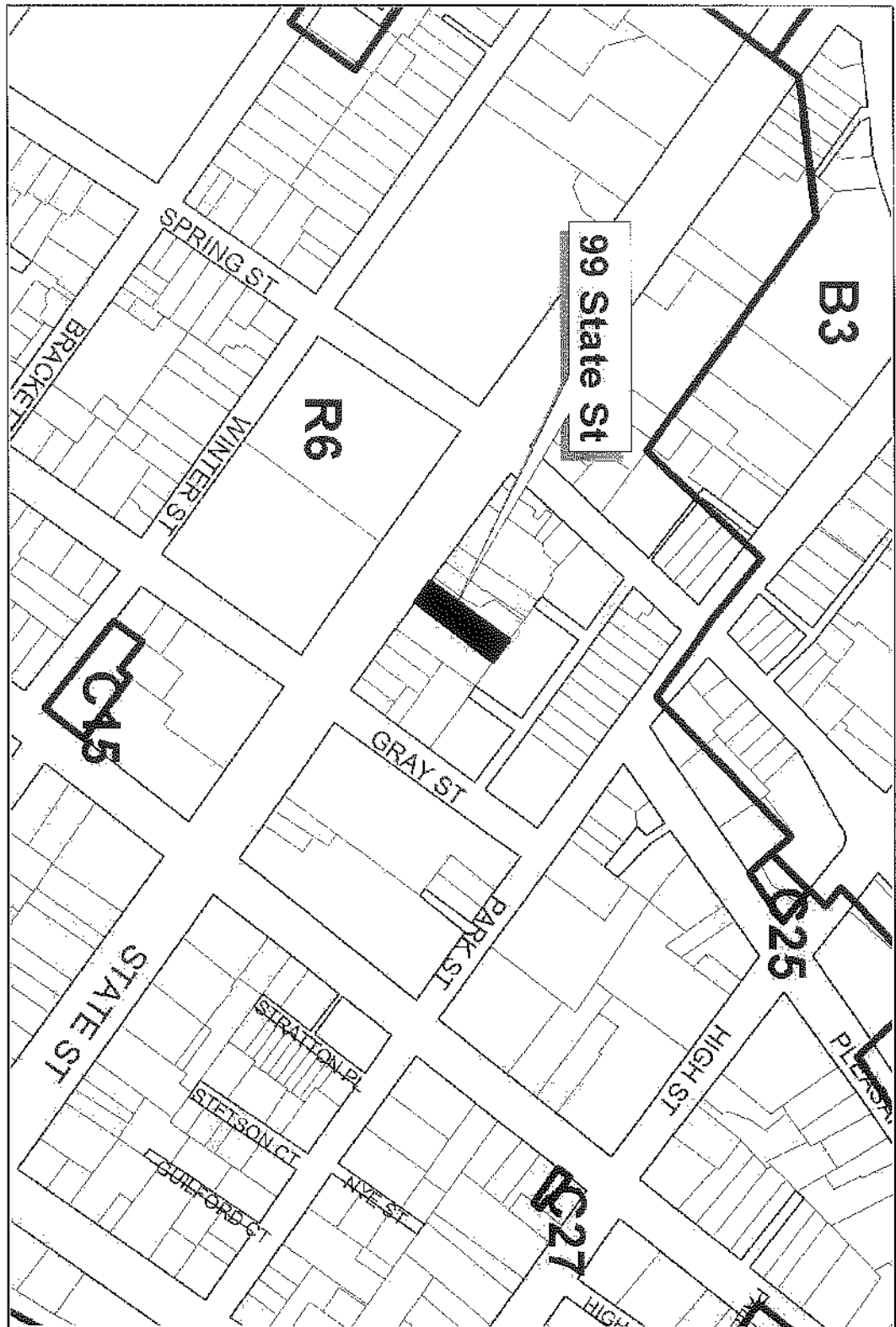
The site is located on the peninsula and currently houses an office use on the first floor and three residential units on the second, third and fourth floors. The zone change would allow an additional unit on the site and because the building currently exists, would appear to have little or no impact on the neighborhood or adjacent properties. The property could accommodate the required number of parking spaces for the four (4) residential units.

#### **Advertisement**

Staff is requesting direction from the Board regarding advertisement of the proposed zone map change.

#### Attachments:

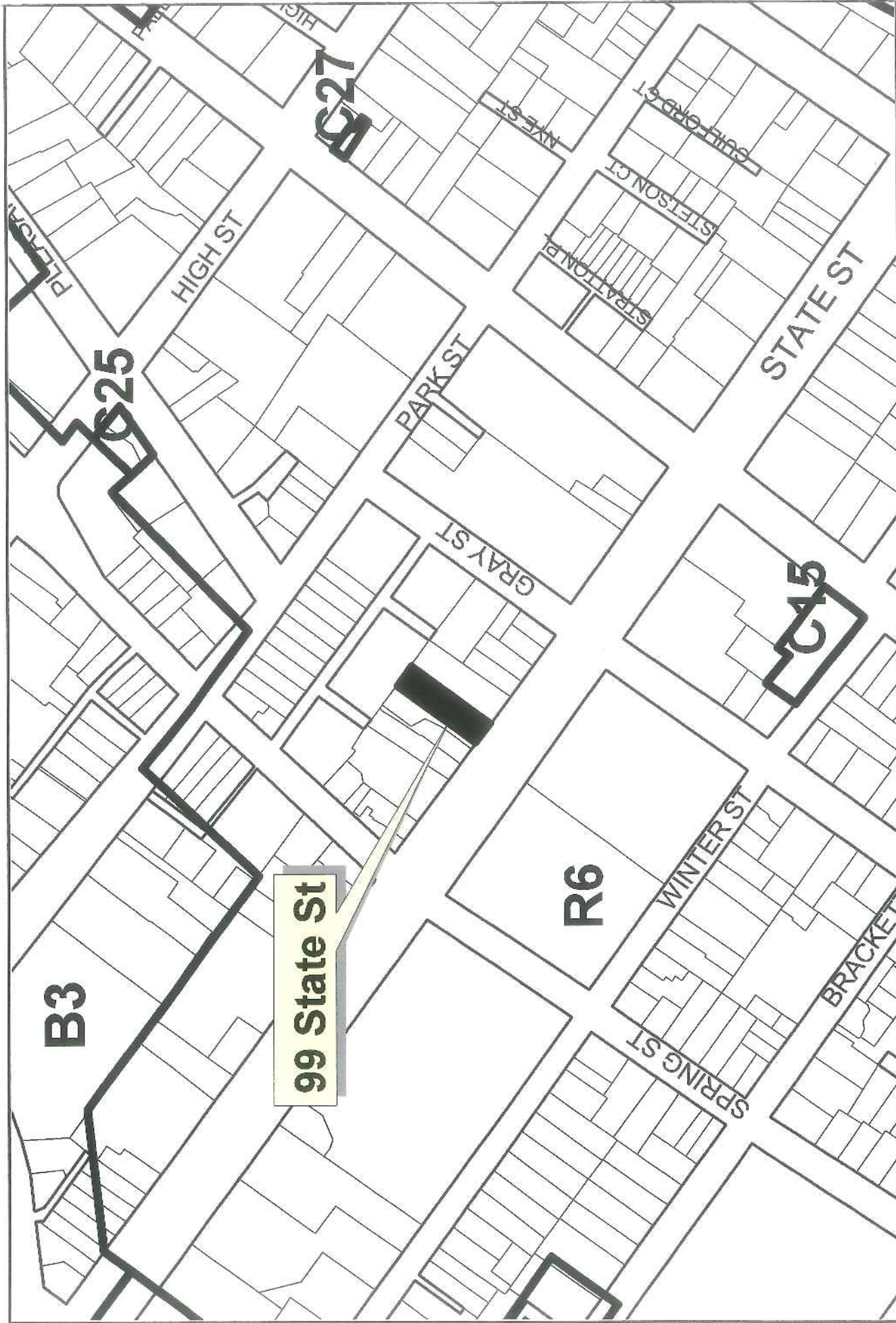
1. Proposed Zone Change Map
2. Zone Change Application
3. Boundary Survey



Proposed Zone Change from R6 to R7  
for 99 State St.



Map produced by the City of Portland's Department of Planning & Urban Development & the GIS Workgroup November 2002



**Proposed Zone Change from R6 to R7  
for 99 State St.**





# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* \* [www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning and Development Department**  
Lee D. Urban, Director

**Planning Division**  
Alexander Jaegerman, Director

February 7, 2006

Mr. Anthony Forgione, Director  
Seventy Five State Street  
Portland, ME 04101

RE: South Commons Parking Lot Redesign, 75 State Street, Portland, ME 04101  
CBL: Chart 44 Block G Lot 1

Dear Mr. Forgione,

On February 7, 2006, the Portland Planning Authority approved the Parking Lot Redesign at 75 State Street, as shown on the approved plan with the following condition:

- i. The applicant shall provide a bench to the City of Portland (Parks and Recreation Department c/o City Arborist) for installation on State Street in the vicinity of the site, such bench to be provided prior to June 30, 2006 and to be of a design that is approved by the Historic Preservation Program Manager.

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

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

1. Where submission drawings are available in electronic form, the applicant shall submit any available electronic Autocad files (\*.dwg), release 14 or greater, with seven (7) sets of the final plans.
2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.
3. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.

4. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
5. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction 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 Division 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 Jean Fraser at 874-8728 or [jf@portlandmaine.gov](mailto:jf@portlandmaine.gov).

Sincerely,

  
Alexander Jaegerman  
Planning Division Director

cc: Lee D. Urban, Planning and Development Department Director  
Alexander Jaegerman, Planning Division Director  
Sarah Hopkins, Development Review Services Manager  
Jean Fraser, Planner  
Jay Reynolds, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Inspections  
Michael Bobinsky, Public Works Director  
Traffic Division  
Eric Labelle, City Engineer  
Bill Scott, Public Works  
Jeff Tarling, City Arborist  
Penny Littell, Associate Corporation Counsel  
Fire Prevention  
Assessor's Office  
Approval Letter File

Rachel Sunnell, RLA,  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough, ME. 04074-9358

**From:** Jean Fraser  
**To:** Tarling , Jeff  
**Date:** 7/25/2006 10:57:01 AM  
**Subject:** 75 State Street- Street Bench

Jeff,

Perhaps you have already sorted this out direct with Rachel Sunnell (the landscape architect who is trying to arrange for obtaining and placing the bench, as per the condition for 75 State St Parking Lot)...

but if not, could you give me a price for the supply and placement of a bench (as approved by Deb Andrews re HP) and then I can move this along with the applicant.

thanks  
Jean

**From:** Jean Fraser  
**To:** Taring , Jeff  
**Date:** 7/26/2006 4:36:21 PM  
**Subject:** Re: 75 State Street- Street Bench

Rachel Sunnell of Gawron Turgeon Architects at 883-6307.

thanks- please confirm where this gets to...  
Jean

>>> Jeff Taring 7/25/2006 2:24:21 PM >>>  
Jean-

Do you have a phone or email contact for her?

Jeff

>>> Jean Fraser 7/25/2006 10:57:01 AM >>>  
Jeff,

Perhaps you have already sorted this out direct with Rachel Sunnell (the landscape architect who is trying to arrange for obtaining and placing the bench, as per the condition for 75 State St Parking Lot)...

but if not, could you give me a price for the supply and placement of a bench (as approved by Deb Andrews re HP) and then I can move this along with the applicant.

thanks  
Jean





# PORTLAND MAINE

Planning Division  
Jean Fraser, Planner

2.14.06

Dear Rachel,

As I mentioned on the phone, the items 2 and 4 will be followed through on by Jay after you send in the attached forms.\* He should be invited to the pre-construction meeting too.

In case you didn't see it, I also enclose the note that describes the fees.



*Strengthening a Remarkable City, Building a Community for Life*

Department of Planning & Development  
Planning Division

Jay Reynolds, Development Review Coordinator  
jayr@portlandmaine.gov

389 Congress Street • Portland, Maine 04101  
www.portlandmaine.gov • Ph (207) 874-8632 • Fx 756-8258

\* cost estimate  
\* sample letter of credit -  
both can be sent to you by email if that's more convenient.

Hope all goes well,  
Jan

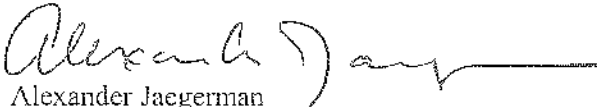
389 Congress Street, 4th floor • Portland, ME • (207) 874-8728 • Fx 756-8258  
Email: jf@portlandmaine.gov

4. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
5. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Works representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction 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 Division 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 Jean Fraser at 874-8728 or [jf@portlandmaine.gov](mailto:jf@portlandmaine.gov).

Sincerely,

  
Alexander Jaegerman  
Planning Division Director

cc: Lee D. Urban, Planning and Development Department Director  
Alexander Jaegerman, Planning Division Director  
Sarah Hopkins, Development Review Services Manager  
Jean Fraser, Planner  
Jay Reynolds, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Inspections  
Michael Bobinsky, Public Works Director  
Traffic Division  
Eric Labelle, City Engineer  
Bill Scott, Public Works  
Jeff Tarling, City Arborist  
Penny Littell, Associate Corporation Counsel  
Fire Prevention  
Assessor's Office  
Approval Letter File  
  
Rachel Sunnell, RLA,  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough, ME. 04074-9358



# PORTLAND MAINE

Planning Division  
Jean Fraser, Planner

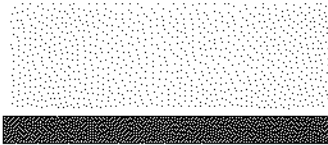
2.14.06

## Re Plan Sets

I need 5 more plansets which  
include (with this order): -

- C100 (dated 11.21.05)
- L101 (dated 12.14.05)
- L201 (dated 12.14.05)
- L202 (dated) 2.14.05 and showing  
updated landscaping near  
69/71 State Street which  
might have been a later date
- L301 (dated 12.14.05)
- L302 (dated 1.27.05)

1cm light metric photometric dated 12.13.05  
-but this can be a much smaller  
plan



GAWRON  
TURGEON  
ARCHITECTS

29 Black Point Road, Scarborough, Maine 04074-9358

Master Planning  
Architecture  
Interior Design  
Landscape Architecture

PRINCIPALS  
Stan Gawron, Architect  
Mary Turgeon, NCIDQ #012130

TRANSMITTAL

RE: South Commons

To: Jean Frasier

City of Portland

GTA# 060805

We are sending you:

- |                                            |                                         |                                        |                                       |
|--------------------------------------------|-----------------------------------------|----------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Prints | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Photography   | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Layouts           | <input type="checkbox"/> Specifications | <input type="checkbox"/> Samples       | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> Estimates         | <input type="checkbox"/> Plans          | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Other        |

Copies	Date	Description
3	9/30/05	L302 - Landscape Site Details

- |                                                          |                                                        |                                       |
|----------------------------------------------------------|--------------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Returned for corrections        | <input type="checkbox"/> Returned after loaned to us   | <input type="checkbox"/> As requested |
| <input type="checkbox"/> Approved & noted                | <input type="checkbox"/> Construction approval         | <input type="checkbox"/> For approval |
| <input type="checkbox"/> Return _____ corrected prints   | <input type="checkbox"/> For review & comment          | <input type="checkbox"/> For bids due |
| <input type="checkbox"/> Resubmit _____ copies for _____ | <input type="checkbox"/> Submit _____ copies for _____ |                                       |
| <input type="checkbox"/> For your use                    |                                                        |                                       |

Remarks:

CC:

Signed: Rachel Sunnell

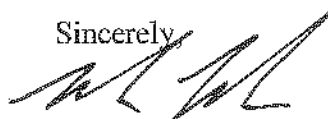
Date: 1-27-06

January 25, 2006

To whom it may concern:

I have reviewed the plans dated 11/02/05 for the South Commons parking lot re-design. My signature below indicates that the plans and construction improvements to be undertaken are acceptable to me.

Sincerely

A handwritten signature in black ink, appearing to read 'Mark McCain', written in a cursive style.

Mark McCain, Owner  
69-71 State St.

Copy: Rachel Sunnell,  
Gawron Turgeon Architects



29 Black Point Road, Scarborough, Maine 04074-9358

Master Planning  
Architecture  
Interior Design  
Landscape Architecture

PRINCIPALS  
Stan Gawron, Architect  
Mary Turgeon, NCIDQ #012130

TRANSMITTAL

RE: South Commons  
To: Jean Frasier  
City of Portland  
GTA# 060805

We are sending you:

- Prints
- Copy of Letter
- Photography
- Presentation
- Layouts
- Specifications
- Samples
- Change Order
- Estimates
- Plans
- Shop Drawings
- Other

Copies	Date	Description
3	11/2/05	C100 - Drainage Plan
3	9/30/05	L101 - Demolition Site Plan
3	9/30/05	L201 - Layout and Grading Plan
3	9/30/05	L202 - Landscape Planting Plan
3	9/30/05	L301 - Landscape Site Details
3	9/30/05	L302 - Landscape Site Details
3	12/13/05	Photometrics

- Returned for corrections
- Returned after loaned to us
- As requested
- Approved & noted
- Construction approval
- For approval
- Return \_\_\_\_\_ corrected prints
- For review & comment
- For bids due
- Resubmit \_\_\_\_\_ copies for \_\_\_\_\_
- Submit \_\_\_\_\_ copies for \_\_\_\_\_
- For your use

Remarks:  
CC:

Signed: Rachel Sunnell

Date: 1-11-06

75 State St - Final check for Approval

<u>Issues arising</u>	<u>Status</u>	<u>Action needed</u>	<u>done</u>	
Pole ht + fixtures lamps	}	✓ OK		
Bollards <del>side</del> / bldg.		✓	none	
OKs from Dev Review Team		agreed OK	H Jan	SH says OK on behalf DRG
T Erris expl. cleared		Dec 23 '05		
Eric " " "		Dec 23 '05		
Jeff T " " recent revised plan		← chase		
Eric OK w/ catch basin	}			
HB approval (incl Hs)		rec'd Dec 20 05		
Letter from adj. owner				
Conditions :				
	1	anything from Jeff.		
	2	bench		
	3	lighting. - 10' in note of 10.25; 16' in cuts		
Approval letter:		can be sent once letter re 69/71 State property rec'd	attached letter Dec 14	
			what was chit to metric based on.	
			↑	
			1.19.06 left RS message - asked for clarification re height.	

**From:** Jean Fraser  
**To:** Tarling, Jeff  
**Date:** 1/19/2006 9:25:31 AM  
**Subject:** 75 State Street

Hi Jeff

I sent you the final landscape plan for 75 State Street (upgraded parking lot) and just wanted to pass on (in case you hadn't noticed) that the two proposed trees adjacent to 69/71 State Street (where they have finally removed from the plan the non-existent tree) are a different (and larger) species than the ones on the previous plan.

Could you just e-mail me to say you are happy.

We will condition re the bench and you and Deb Andrew can agree on that- will you obtain and place the bench? who should the applicant liaise with on that?

thanks  
Jean



**From:** Gregory Cass  
**To:** "jseymour@sebagotechnics.com"@Portland.gwgwia;  
"terrico@wilbursmith.com"@Portland.gwgwia; Eric Labelle; Jean Fraser; Jeff Tarling; Marge Schmuckal  
**Date:** 12/23/2005 12:56:12 PM  
**Subject:** Re: 75 State Street - minor

Thank you for your hard work. The project is ok by me.

Captain Greg Cass  
Portland Fire Dept.  
Fire Prevention Officer

>>> Jean Fraser 12/23/2005 9:53:52 AM >>>

Hopefully you have received the revised plans and cover letter and I believe they reflect all of your comments and input.

It has been OK'd by Historic Preservation.

The applicant has provided a lot of improvements over and above the actual parking lot eg re planting, removing the chain link fence and providing a new bench in the esplanade which was at Jeff Tarling's request.

Could you please send me a formal "OK" asap.

(Jeff- they still show this huge maple where I don't think there is one- I will check again on site.)

Thanks  
Jean

**CC:** Sarah Hopkins

**From:** "Thomas Errico" <terrigo@wilbursmith.com>  
**To:** "Jean Fraser" <JF@portlandmaine.gov>  
**Date:** 12/23/2005 10:13:17 AM  
**Subject:** RE: 75 State Street - minor

Jean--

I have reviewed the revised parking layout plan and find it to be acceptable. I have no further comment.

Thomas A. Errico, P.E.  
Senior Transportation Engineer  
Wilbur Smith Associates  
59 Middle Street  
Portland, Maine 04101  
(207) 871-1785 Phone  
(207) 871-5825 Fax

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

From: Jean Fraser [mailto:JF@portlandmaine.gov]  
Sent: Friday, December 23, 2005 9:54 AM  
To: E.JL@portlandmaine.gov; GEC@portlandmaine.gov; JST@portlandmaine.gov;  
MES@portlandmaine.gov; jseymour@sebagotechnics.com; terrigo@wilbursmith.com  
Cc: SH@portlandmaine.gov  
Subject: 75 State Street - minor

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(Jeff- they still show this huge maple where I don't think there is one- I will check again on site.)

Thanks  
Jean

**From:** Jean Fraser  
**To:** "jseymour@sebagotechnics.com"@Portland.gwgwia;  
"terrico@wilbursmith.com"@Portland.gwgwia; Cass, Gregory; Labelle, Eric; Schmuckal, Marge; Tarling, Jeff  
**Date:** 12/23/2005 9:53:52 AM  
**Subject:** 75 State Street - minor

Hopefully you have received the revised plans and cover letter and I believe they reflect all of your comments and input.

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Could you please send me a formal "OK" asap.

(Jeff- they still show this huge maple where I don't think there is one- I will check again on site.)

Thanks  
Jean

**CC:** Sarah Hopkins

**CITY OF PORTLAND, MAINE**  
**HISTORIC PRESERVATION BOARD**

*Jean - Fayon  
RIB*

Cordelia Pitman, Chair  
John Turk, Vice Chair  
Martha Deprez  
Kimberley Geyer  
Steve Sewall  
Robin Tannenbaum  
Susan Wroth

December 20, 2005

Rachel Sunnell  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough, Maine 04074-9358

Re: Parking Lot Site Improvements – Seventy-Five State Street

Dear Ms. Sunnell:

I am in receipt of your letter of December 14, 2005, which itemizes proposed revisions to your original site plan for parking lot improvements in the vicinity of Seventy-Five State Street. The changes were made in response to preliminary comments from this office regarding the original submission. On the basis of revised plans and specifications referenced in your letter of December 14, this office has approved your request for a Certificate of Appropriateness. This approval is made without further conditions.

Please note: Changes to the approved plans and specifications and any additional work which 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 within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,



Deborah G. Andrews  
Historic Preservation Program Manager

cc: Anthony Forgione, Seventy-Five State Street

Architecture  
Interior Design  
Master Planning  
Landscape Architecture

PRINCIPALS  
Stan Gawron, Architect  
Mary Turgeon, NCIDQ #012130

December 14, 2005

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

Re: Application for Minor Site Plan Review  
South Commons Parking Lot @ Seventy-Five State Street

Dear Jean Fraser,

On behalf of Seventy-Five State Street, Gawron Turgeon Architects has revised the site plan for South Commons Parking Lot and requests a Minor Site Plan approval. We have addressed the following concerns which are reflected within this submittal.

**In response to the letter dated October 25, we have the following comments:**

**1. Stormwater Management:**

Northeast Civil Solutions has submitted stamped drainage plan C-100. This includes pipe size and erosion control plan.

**2. Site Plan:**

- There are no loading docks or large trucks in this parking area. The parking layout has been redesigned in response to the City's comments.
- Steel bollards have been added at the corner of the buildings
- Plant material has been added as recommended by the City.
- Construction details have been provided on Sheet C-100 to address the pavement/trench details.
- Sidewalk repairs have been changed to accommodate brick.

**In response to the letter dated November 18 from the Historic Preservation Board, we have the following comments:**

- Neutral and contemporary in style, the Kim Lighting "Archetype" fixture has replaced the Architectural Area Lighting fixture as requested. The height of the poles remains the same. If we were to lower the height and meet the Portland lighting standards we would need to add 2-4 additional poles. Two of the poles would need to be adjacent 69 & 71 State Street. Our submittal locates the poles away from the State Street residence and limits the impact. The heights of the

- poles are very much compatible with the height and scale of the adjacent buildings.
- The Chain link fence will be removed.

In response to phone conversations with Jean Fraser, we have the following comments:

- Additional plant materials have been added adjacent 69 & 71 State Street and are noted on the planting plan.
- Seventy-Five State Street will provide a bench to the City of Portland for their use on State Street.
- A letter from Mark McCain stating no-objection to the revised site plan dated 12-14-05 shall be submitted under a separate cover.

Enclosed are nine (9) copies of the revised submittal package which includes the following documentation:

Cover letter  
Sheet L101 Demolition Plan & Existing Conditions  
Sheet C100 Drainage Plan  
Sheet L201 Layout and Grading Plan  
Sheet L202 Planting Plan  
Sheet L301 and L302 Details  
Lighting/photometric plan  
Kim Lighting Archetype Specifications

If the information we have submitted needs further clarification, please call me at 883-6307.  
Thank you for your time in reviewing this application.

Sincerely,



Rachel Sunnell, RLA  
Gawron Turgeon Architects

Cc: file, Anthony Forgione – Seventy-Five State Street

# The Archetype®

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ISO 9001:2000



**SITE / AREA  
PARKING STRUCTURE  
ROADWAY  
ARCHITECTURAL FLOOD  
ACCENT  
LANDSCAPE**

MAILING ADDRESS:  
P.O. BOX 60080  
CITY OF INDUSTRY, CA  
91716-0080

BUSINESS ADDRESS:  
16555 EAST GALE AVENUE  
CITY OF INDUSTRY, CA 91745  
U.S.A.

PHONE 626 / 968-5666  
FAX 626 / 369-2695

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www.kimlighting.com



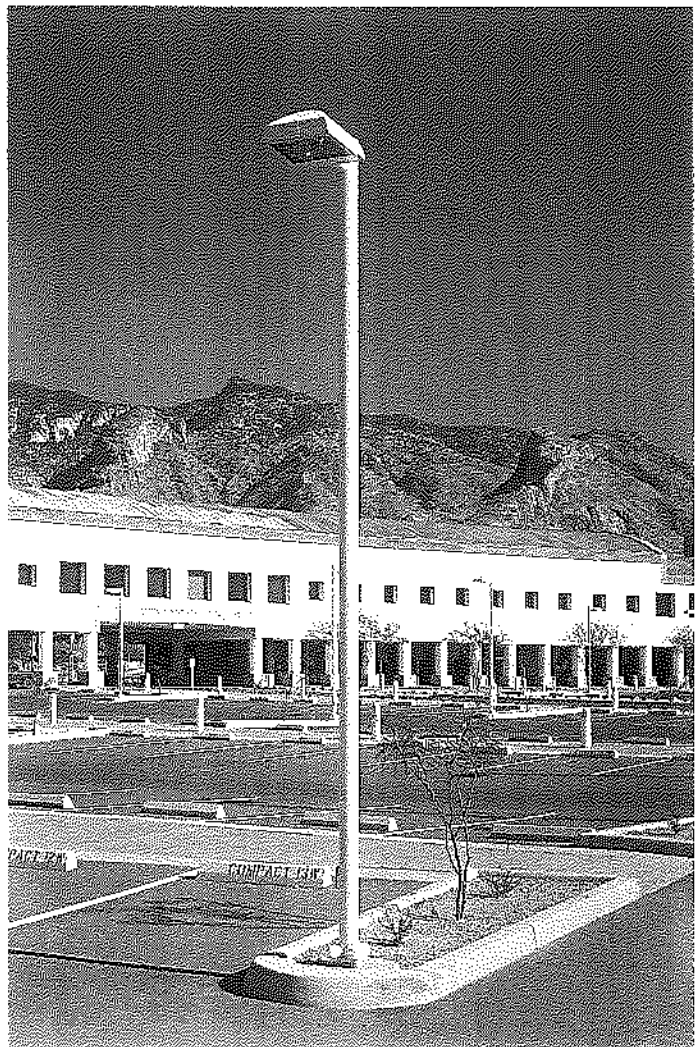
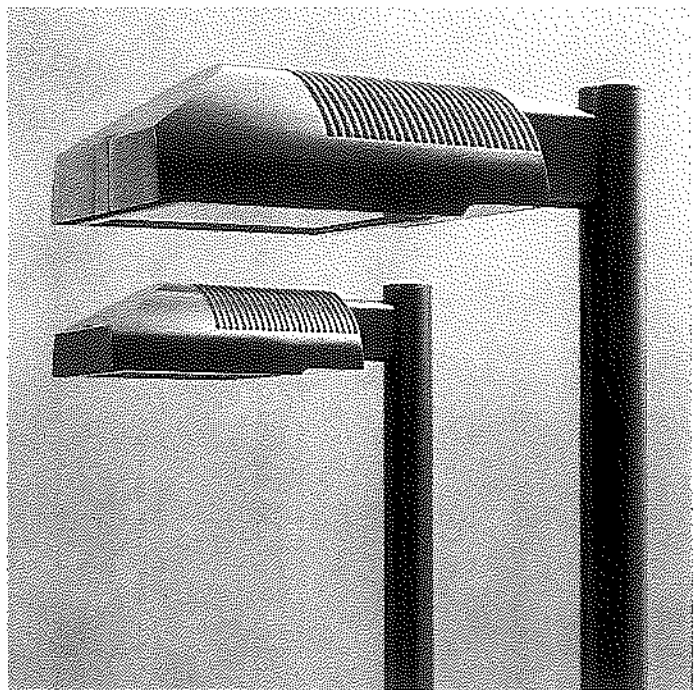
Hubbell  
Lighting, Inc.

Printed in U.S.A.  
5501002350  
Version 12/02

Modern architecture often integrates curvilinear, rectilinear, classical, and neoclassical styles into a single structure. The eclectic shape of **The Archetype®** readily adapts to and universally complements contemporary architectural design. Lighting performance, materials, robust construction, and the latest technology combine to make **The Archetype®** the state-of-the-art luminaire for outdoor cutoff lighting. The **AR** (Large Archetype®) is available in H.I.D. lamp modes up to 400 watts. The **SAR** (Small Archetype®) has been scaled to complement the larger model at lower mounting heights. Available up to 175 watts, the smaller model is ideal for pathways and courtyards where fixtures are nearer human scale. When used together, the large and small Archetype provide a logical transition from parking lot to building entrance by decreasing luminaire scale and maintaining a consistent design.

ar•che•type (är'ko tip')

- 1: an original pattern or model of which other things are copies.
- 2: first molded as a pattern, exemplary.





**KIM LIGHTING**

**SAR**

The Archetype®

revision 3/17/03 • sar.pdf

Type:

Job: South Commons Parking

Catalog number:

1SA / SAR4 / 175MH120 / / HS

Mtg.	Fixture	Electrical Module	Finish	Options	Optional
				See pages 3-4	Vertical
		See page 2			Slipfitter Mount
					See page 5

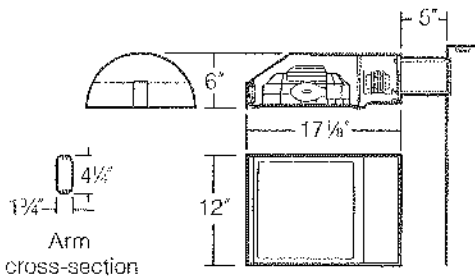
Approvals:

Date:

Select pole from Kim Pole Catalog. If pole is provided by others indicate O.D. for arm fitting.

## Specifications

70 to 175 watt  
 Medium Base Lamps  
 Maximum Fixture weight (150HPS) = 25 lb



**Housing:** One piece low copper (less than .6%) die-cast aluminum alloy with integral cooling ribs over the optical chamber and electrical compartment. Solid barrier wall separates optical and electrical compartments. Double-thick wall with gussets on the support-arm mounting end. The fixture's housing forms a half cylinder with 58° front face plane providing a recess to allow a flush single-latch detail. All hardware is stainless steel or electro-zinc plated steel.

**Lens Frame:** One piece low copper (less than .6%) die-cast aluminum alloy lens frame with 1" minimum depth around the gasket flange. Integral hinges with stainless steel pins provide no-tool mounting and removal from housing. Single die-cast aluminum cam-latch provides positive locking and sealing of the optical chamber by a one piece extruded and vulcanized silicone gasket. Clear 3/8" thick tempered glass lens retained by eight steel clips with full silicone gasketing around the perimeter.

**Reflector Module:** Specular Alzak® optical segments are rigidly mounted within a die-cast aluminum enclosure that attaches to the housing as a one-piece module. Reflector module is field rotatable in 90° increments. MH and HPS sockets are porcelain 4KV pulse rated medium base. All reflector modules are factory prewired with quick-disconnect plug and include silicone seal at the penetration of the internal barrier wall in the luminaire housing.

**Electrical Module:** All electrical components are UL and CSA recognized, mounted on a single plate and factory prewired with quick-disconnect plugs. Electrical module attaches to housing with no-tool hinges and latches, accessible by opening the lens frame only. All ballasts are high power factor rated -20°F. starting.

**Support Arm:** One piece extruded aluminum with internal bolt guides and fully radiussed top and bottom. Luminaire-to-pole attachment is by internal draw bolts, and includes a pole reinforcing plate with wire strain relief. Arm is circular cut for specified round pole.

**Optional Wall Mounting:** Fixture mounts to 3" or 4" Junction Boxes by a cast aluminum adapter plate with fixture mounting bolts.

**NOTE:** Junction Box in wall must provide adequate fixture support. See NEC sections 370-13, 17 and 410-14, 16. Quick-disconnect plug and wiring are provided to allow field connections prior to fixture mounting.

**Finish:** Super TCIC thormoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a chromate conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Platinum Silver, or White. Custom colors are available and subject to additional charges, minimum quantities and longer lead times. Consult representative.

**Certification:** UL Listed to U.S. and Canadian safety standards for wet locations. Fixture manufacturer shall employ a quality program that is certified to meet the ISO 9001:2000 standard.

**CAUTION:** Fixtures must be grounded in accordance with local codes or the National Electrical Code. Failure to do so may result in serious personal injury.







**KIM LIGHTING**

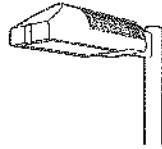
**SAR**

The Archetype®

revision 3/17/03 • sar.pdf

Type:

Job: South Commons Parking



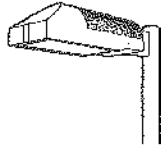
### Standard Features

<p><b>Mounting</b> 3SY configuration is available for round poles only.</p>	<p>Plan View:</p> <p>EPA:            0.7        1.4        1.2        1.9        1.9        2.5</p> <p>Cat. No.:   <input checked="" type="checkbox"/> 1SA    <input type="checkbox"/> 2SB    <input type="checkbox"/> 2SL    <input type="checkbox"/> 3ST    <input type="checkbox"/> 3SY    <input type="checkbox"/> 4SC    <input type="checkbox"/> 1W</p>																																																														
<p><b>Fixture</b> Cat. No. designates fixture and light distribution. See the Kim Site/Roadway Optical Systems Catalog for detailed information on reflector design and application.</p>	<p>Flat Lens</p> <p>Light Distribution:    Type II            Type III            Type IV Forward Throw Full Cutoff            Type V Square Full Cutoff</p> <p>Cat. No.:                    <input type="checkbox"/> SAR2            <input type="checkbox"/> SAR3            <input checked="" type="checkbox"/> SAR4            <input type="checkbox"/> SAR5</p>																																																														
<p><b>Electrical Module</b> HPS = High Pressure Sodium MH = Metal Halide</p> <p>Lamp    Lamp    Line Watts    Type    Volts 150    HPS    120</p>	<p>Cat. Nos. for Electrical Modules available:</p> <table border="1"> <tr> <td><input type="checkbox"/> 70HPS120</td> <td><input type="checkbox"/> 100HPS120</td> <td><input type="checkbox"/> 150HPS120</td> </tr> <tr> <td><input type="checkbox"/> 70HPS208</td> <td><input type="checkbox"/> 100HPS208</td> <td><input type="checkbox"/> 150HPS208</td> </tr> <tr> <td><input type="checkbox"/> 70HPS240</td> <td><input type="checkbox"/> 100HPS240</td> <td><input type="checkbox"/> 150HPS240</td> </tr> <tr> <td><input type="checkbox"/> 70HPS277</td> <td><input type="checkbox"/> 100HPS277</td> <td><input type="checkbox"/> 150HPS277</td> </tr> <tr> <td><input type="checkbox"/> 70HPS347</td> <td><input type="checkbox"/> 100HPS347</td> <td><input type="checkbox"/> 150HPS347</td> </tr> </table> <table border="1"> <tr> <td>Lamp</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> </tr> <tr> <td>Socket</td> <td>Medium Base</td> <td>Medium Base</td> <td>Medium Base</td> </tr> <tr> <td>ANSI Ballast Type</td> <td>S-62</td> <td>S-54</td> <td>S-55</td> </tr> </table> <table border="1"> <tr> <td><input type="checkbox"/> 70MH120</td> <td><input type="checkbox"/> 100MH120</td> <td><input type="checkbox"/> 150MH120</td> <td><input checked="" type="checkbox"/> 175MH120</td> </tr> <tr> <td><input type="checkbox"/> 70MH208</td> <td><input type="checkbox"/> 100MH208</td> <td><input type="checkbox"/> 150MH208</td> <td><input type="checkbox"/> 175MH208</td> </tr> <tr> <td><input type="checkbox"/> 70MH240</td> <td><input type="checkbox"/> 100MH240</td> <td><input type="checkbox"/> 150MH240</td> <td><input type="checkbox"/> 175MH240</td> </tr> <tr> <td><input type="checkbox"/> 70MH277</td> <td><input type="checkbox"/> 100MH277</td> <td><input type="checkbox"/> 150MH277</td> <td><input type="checkbox"/> 175MH277</td> </tr> <tr> <td><input type="checkbox"/> 70MH347</td> <td><input type="checkbox"/> 100MH347</td> <td><input type="checkbox"/> 150MH347</td> <td><input type="checkbox"/> 175MH347</td> </tr> </table> <table border="1"> <tr> <td>Lamp</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> </tr> <tr> <td>Socket</td> <td>Medium Base</td> <td>Medium Base</td> <td>Medium Base</td> <td>Medium Base</td> </tr> <tr> <td>ANSI Ballast Type</td> <td>M-98</td> <td>M-90</td> <td>M-102</td> <td>M-57</td> </tr> </table>	<input type="checkbox"/> 70HPS120	<input type="checkbox"/> 100HPS120	<input type="checkbox"/> 150HPS120	<input type="checkbox"/> 70HPS208	<input type="checkbox"/> 100HPS208	<input type="checkbox"/> 150HPS208	<input type="checkbox"/> 70HPS240	<input type="checkbox"/> 100HPS240	<input type="checkbox"/> 150HPS240	<input type="checkbox"/> 70HPS277	<input type="checkbox"/> 100HPS277	<input type="checkbox"/> 150HPS277	<input type="checkbox"/> 70HPS347	<input type="checkbox"/> 100HPS347	<input type="checkbox"/> 150HPS347	Lamp	ED-17, Clear	ED-17, Clear	ED-17, Clear	Socket	Medium Base	Medium Base	Medium Base	ANSI Ballast Type	S-62	S-54	S-55	<input type="checkbox"/> 70MH120	<input type="checkbox"/> 100MH120	<input type="checkbox"/> 150MH120	<input checked="" type="checkbox"/> 175MH120	<input type="checkbox"/> 70MH208	<input type="checkbox"/> 100MH208	<input type="checkbox"/> 150MH208	<input type="checkbox"/> 175MH208	<input type="checkbox"/> 70MH240	<input type="checkbox"/> 100MH240	<input type="checkbox"/> 150MH240	<input type="checkbox"/> 175MH240	<input type="checkbox"/> 70MH277	<input type="checkbox"/> 100MH277	<input type="checkbox"/> 150MH277	<input type="checkbox"/> 175MH277	<input type="checkbox"/> 70MH347	<input type="checkbox"/> 100MH347	<input type="checkbox"/> 150MH347	<input type="checkbox"/> 175MH347	Lamp	ED-17, Clear	ED-17, Clear	ED-17, Clear	ED-17, Clear	Socket	Medium Base	Medium Base	Medium Base	Medium Base	ANSI Ballast Type	M-98	M-90	M-102	M-57
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<p><b>Finish</b> Super TGIC powder coat paint over a chromate conversion coating.</p>	<p>Color:    Black    Dark Bronze    Light Gray    Platinum Silver    White    Custom Color*</p> <p>Cat. No.:   <input type="checkbox"/> BL-P    <input type="checkbox"/> DB-P    <input type="checkbox"/> LG-P    <input type="checkbox"/> PS-P    <input type="checkbox"/> WH-P    <input type="checkbox"/> CC-P</p> <p>*Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: _____</p>																																																														



Type:

Job: South Commons Parking

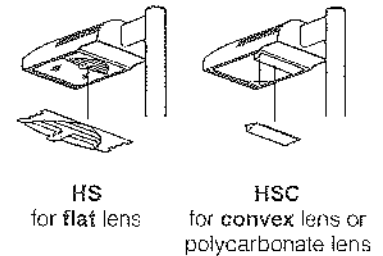


### Optional Features

**Houseside Shield**

Cat. No. (See right)  
 No Option

(Types II, III, and IV only). Fixtures with the standard flat glass lens are available with stamped aluminum louvers that pass streetside light and block houseside light, and a blackened panel added to the reflector to reduce houseside reflections. Fixtures with the optional convex glass lens are available with a formed aluminum shield that passes streetside light and blocks houseside light, and a black anodized panel added to the reflector to reduce houseside reflections. Use with clear lamps only, as coated lamps reduce effectiveness.



Cat. No.

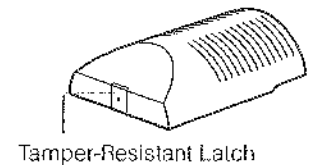
- HS** Recommended for use with clear lamps only. Effectiveness is reduced for coated lamps. Not for use with Type V light distributions.
- HSC** For use with all fixtures with convex glass lens. Not for use with Type V light distributions.

**Tamper-Resistant Latch**

Cat. No.  TL  
 No Option

Standard die-cast latch is provided with a captive 10-32 stainless steel flat socket-head screw to prevent unauthorized opening.

**NOTE:** Required only for vandal protection in locations where fixtures can be reached by unauthorized persons.

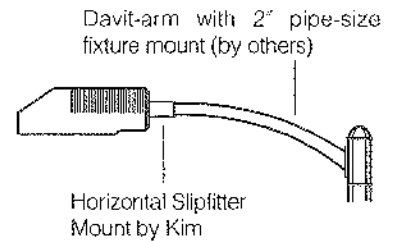


Tamper-Resistant Latch

**Horizontal Slipfitter Mount**

Cat. No.  HSF  
 No Option

Replaces standard mounting arm with a slipfitter which allows fixture to be mounted to a horizontal pole davit-arm with 2" pipe-size mounting end (2 3/8" O.D.). Cast aluminum clamp-type slipfitter with set screw anti-rotation lock. Bolts to housing from inside the electrical compartment using mounting holes for the standard support arm. Davit-arm must be field drilled at a set screw location to insure against fixture rotation. Finished to match fixture and arm.



Davit-arm with 2" pipe-size fixture mount (by others)

Horizontal Slipfitter Mount by Kim

**Special Options for Street Lighting**

Cat. No.  AF  
 No Option

**Air Filter (AF):** Allows for ventilation through the optical chamber, filtering all air particles above 500 microns. Multi-layer disc assembly mounted on solid wall between optical compartment and latch cavity.



Air Filter

**Type:**

**Job:** South Commons Parking

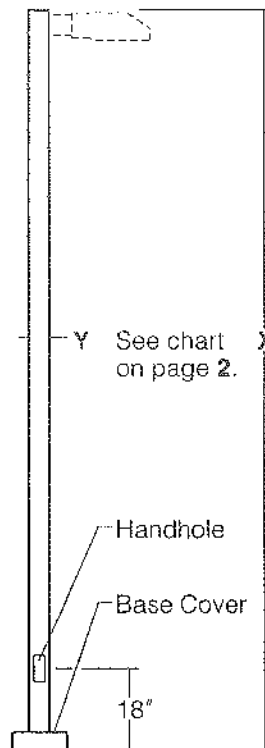
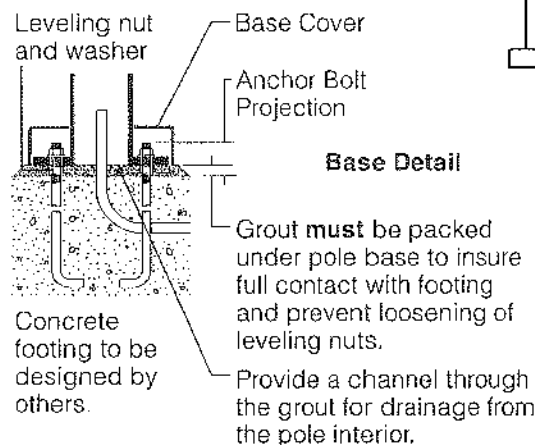
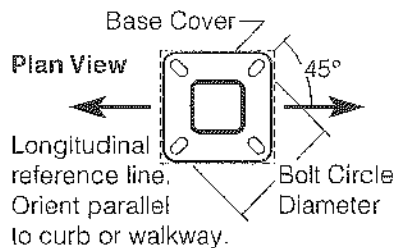
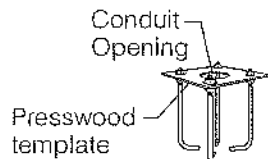
**Catalog number:**

<b>KSS16-4120</b>	/ SA	/	/
Pole Cat. No.	Mounting	Pole Finish	Optional Duplex Receptacle
See page 2		See page 3	

**Approvals:**

**Date:**

**Specifications**



**Pole Construction:** One piece non-tapered square shaft of low carbon steel (ASTM-A500, Grade B, 46,000 PSI min. yield) with one flush-welded vertical seam. Shaft is welded to a flat steel anchor base (ASTM-36, 36,000 PSI min. yield).

**Base Cover:** Base has a two piece cast aluminum full cover of 319 alloy, secured by stainless steel screws.

**Pole Cap:** A flush-sided cast aluminum pole cap is provided.

**Handhole:** 18" up from base, with a gasketed cover and ground lug. 2" x 4" handhole provided on poles up to 16'. Reinforced 3" x 6" handhole provided on poles 20' and taller.

**Anchor Bolts:** Four fully galvanized anchor bolts provided (ASTM-36, 36,000 PSI min. yield), complete with eight galvanized nuts, eight galvanized flat washers, and a presswood template.

**Strength:** Poles will withstand wind loads as listed in chart (see page 2) when luminaires are mounted per fixture installation instructions.

**Finish:** Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness. 5 stage steel pretreatment to include phosphoric acid etch, followed by iron phosphate bath and chromate sealer for corrosion resistance. Standard colors are Black (BL-P), Dark Bronze (DB-P), Light Gray (LG-P), Platinum Silver (PS-P), and White (WH-P). Custom colors are available.

**CAUTION:** Do not install poles without luminaires or strength guarantee is voided. Any unauthorized accessories secured to pole shall void strength guarantee.

**Maintenance:** A regularly scheduled maintenance program must be established to insure the protective paint coating is intact, corrosion or structural damage has not occurred, and anchor bolt nuts are tight. Failure to do so could lead to eventual pole collapse and serious personal injury.

Square Steel Non-Tapered Pole

revision 8/1/99 • kssar.pdf

Type:

Date:

Job: South Commons Parking

Standard Features

**NOTE:** All allowable pole and fixture EPAs (Effective Projected Area, which is Fixture Area x Drag Factor) are derived from the AASHTO standard (American Association of State Highway and Transportation Officials). Responsibility lies with the specifier for correct pole selection based on local codes and standards for the job location (See page 4).

Pole Catalog No.

Allowable Pole EPA

Pole Catalog Number	X	Y	Bolt Circle Dia.	Anchor Bolt Projection	Anchor Bolts	Base Cover Size	Conduit Opening Dia.	Wind Map Steady Wind			
								70/91	80/104	90/117	Gusting Wind Equivalent 100/130
<input type="checkbox"/> KSS10-4120	10'	4" x 11	ga. 7½"-8½"	3⅜"	¾" x 15" + 3"	3¼" x 8⅝" sq.	3"	29.3	21.9	16.8	13.1
<input type="checkbox"/> KSS12-4120	12'	4" x 11	ga. 7½"-8½"	3⅜"	¾" x 15" + 3"	3¼" x 8⅝" sq.	3"	23.5	17.3	13.1	10.1
<input type="checkbox"/> KSS14-4120	14'	4" x 11	ga. 7½"-8½"	3⅜"	¾" x 15" + 3"	3¼" x 8⅝" sq.	3"	19.3	14.0	10.3	7.7
<input checked="" type="checkbox"/> KSS16-4120	16'	4" x 11	ga. 7½"-8½"	3⅜"	¾" x 15" + 3"	3¼" x 8⅝" sq.	3"	15.6	11.0	7.9	5.7
<input type="checkbox"/> KSS20-4120	19.5'	4" x 11	ga. 7½"-8½"	3⅜"	¾" x 30" + 4"	3¼" x 8⅝" sq.	3"	10.1	6.7	4.4	2.7

Mounting Arrangements

\*Allowable pole EPA for jobsite wind conditions must be equal to or greater than fixture mount EPA.

Plan Views:



Mounting:

SA

SB

SL

ST

SC

Kim Fixture and EPA:

SAR	0.7	1.4	1.2	1.9	2.5
SET	1.0	2.0	1.5	2.4	2.7

Finish

Super TGIC thermoset polyester powder coat paint.

Color:	Black	Dark Bronze	Light Gray	Platinum Silver	White
Cat. No.:	<input type="checkbox"/> BL-P	<input type="checkbox"/> DB-P	<input type="checkbox"/> LG-P	<input type="checkbox"/> PS-P	<input type="checkbox"/> WH-P

Color: \* Custom Color  
 Cat. No.:  CC-P

\* Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: \_\_\_\_\_

75 State St.

Application ID Number:

Department:  Status:  Reviewer:

Comments:  Approval Date:   
 Expiration Date:   
Extension Date:

OK to Issue Permit Name:  Date:  Date 2:

Conditions Section:

Access and egress shall be 28 feet.

*Spoke Greg  
12.6 - he  
thought I went  
thru, 24' OK  
of outside work  
he will  
amend.*

Create Date:  By:  Update Date:  By:

**From:** Jean Fraser  
**To:** Tarling, Jeff  
**Date:** 11/30/2005 4:36:08 PM  
**Subject:** 75 State Street Landscape Plan comments

Jeff

Thanks so much for the mega-site visit- tied up a lot of loose ends and this is the first of the knots!!!

I have told the applicants Landscape Architect that these (below) were my interpretation of your comments and that I awaited a formal memo- she intends to address these points and submit revised drawings in the near future- so if you feel these are adequate and correct you could wait to send your formal memo once you see the revisions. (Your comments in **bold**)

1. Removal of chain link fence welcomed; but **need to fill in the gap (preferably with more hedge)** and it would be **desireable to provide a bench in the esplanade just outside the site facing onto State Street and between the existing trees** (I outlined benefits);

2. The planting shown as existing along 69/71 State Street does not exist and they need to put something there; **you suggested junipers on the slope**. She said that the landscape masterplan for the site had prescribed pink crab apples around the perimeter and so these had been placed where there was room and another type of crab apple placed where room was limited or lower height preferred. So they propose more crab apple where the existing tree should have been.

3. **Otherwise OK**; I passed on your comment that **more planting that would have year round impact would be better, especially where visible from outside the site**.

Hope I didn't forget anything- it was at the end of a long ride/walk!

Jean

**CITY OF PORTLAND, MAINE**

Planning and Development Department

Planning Division

389 Congress Street, Portland, Maine 04101

(207) 874-8719 Fax (207) 756-8258

Note for file

75 State St.

Site visit w/ City Arboret, Jeff Tardif

Site visit 11-29-05

To look at Plan No. L203 Gawron Turegeon Arch

- ① Removal of chain link great + needs to be shown + what filling in space
- ② Existing planting along 69+71 State not as shown - needs more along length Jeff suggested mums on slope
- ④ otherwise OK though
  - a) could have more that looks good year round
  - b) Reinstate bench in esplanade along State St.

All above + below conveyed to Rachel Sunnell 11-30-05 2pm  
If remind Rachel:

- ✓ Steel bollards at corner of bldg. Yes - shown
- ✓ Ramp accessible by wheel chairs from handicap spaces note on 201 but needs spot grader ↑
- ✓ need owner of 69/71 to formally agree. ✓ RStod ✓



29 Black Point Road, Scarborough, Maine 04074-9358

Master Planning  
Architecture  
Interior Design  
Landscape Architecture

PRINCIPALS  
Stan Gawron, Architect  
Mary Turgeon, NCIDQ #012130

**TRANSMITTAL**

RE: South Commons

To: Jean Frasier

City of Portland

GTA# 060805

We are sending you:

- Prints
- Copy of Letter
- Photography
- Presentation
- Layouts
- Specifications
- Samples
- Change Order
- Estimates
- Plans
- Shop Drawings
- Other

Copies	Date	Description
1		L203 - Landscape Planting Plan

- Returned for corrections
- Returned after loaned to us
- As requested
- Approved & noted
- Construction approval
- For approval
- Return \_\_\_\_\_ corrected prints
- For review & comment
- For bids due
- Resubmit \_\_\_\_\_ copies for \_\_\_\_\_
- Submit \_\_\_\_\_ copies for \_\_\_\_\_
- For your use

Remarks:

---

CC:

Signed: Rachel Sunnell

Date: 11-22-05

*for site visit discussion  
by Rev. nitzg w/ Jeff Talbot*



**CITY OF PORTLAND, MAINE**  
**HISTORIC PRESERVATION BOARD**

---

Cordelia Pitman, Chair  
John Turk, Vice Chair  
Martha Deprez  
Kimberley Geyer  
Steve Sewall  
Robin Tannenbaum  
Susan Wroth

November 18, 2005

Rachel Sunnell  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough, ME 04074

Re: Parking Lot Improvements – northeast corner of State and Danforth Streets; Seventy Five State Street, Applicant.

Dear Ms. Sunnell:

On November 16, 2005, this office reviewed and approved your request for a Certificate of Appropriateness for site improvements to Seventy Five State Street's existing parking lot at the northeast corner of State and Danforth Streets. Staff approval was made in consultation with the Historic Preservation Board.

Approval is subject to the following conditions:

- That neutral, contemporary-style light fixtures be substituted for the traditional fixtures submitted as part of your application. Height of fixtures to be as low as possible. Specification for substitute fixture to be submitted for final staff review and approval.
- It is strongly recommended that the existing chain link fence around the perimeter of the site be removed as part of the parking lot upgrade. Given the fact that the existing hedge is now of a size and density to be an effective boundary/screen and that the parking lot, by design, is not fully enclosed, the fence does not appear to be necessary. Additionally, the chain link is not compatible with the character or quality of traditional site amenities in the historic district. If a barrier is desired for the open section immediately adjacent to the 69-71 State Street property, it is recommended that the hedge be continued or that a short section of ornamental iron or aluminum fencing be installed.

All improvements shall be carried out as shown on the plans and specifications submitted as part of your application, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work which 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 within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,



Deborah G. Andrews  
Historic Preservation Program Manager

cc: Jean Fraser, Planner ✓

**CITY OF PORTLAND, MAINE**

Planning and Development Department

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389 Congress Street, Portland, Maine 04101

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Current situation

75 State St. Pkg lot (map)

- ① Revisions appear ok at Rev Mtg - but need set of plans  
parking/drainage
- ② Await comments from J. Tarkington -
- ③ Does applicant want waiver re apron
- ④ HPB to informally review Nov 17;  
comments to RS 18 and from then get revised plans for formal HP Dec 7

Spoke to RS 11/14

confirmed to her re above

JF to call her once I know JT comments  
RS to contact DA to clarify process at HP

Spoke to RS 11/22

Confirmed wed have landscape comments early next week (JT had confirmed mtg w/ JF on site)

asked her to send another copy of land plan.

She's waiting for lighting details

Confirmed they're taking down chain link fencing

75 State St.

**From:** Jean Fraser  
**To:** Tarling, Jeff  
**Date:** 11/9/2005 3:04:55 PM  
**Subject:** Minor site Plan Reviews- Davis Dental and 75 Park Street

Hi Jeff,

While these are both 'minor' they seem to present a disproportionate number of issues.

Could I come over to your office for a brief session to just run through the landscape and tree issues- there may be none at the end of the day but I would appreciate your confirmation of that.

In summary:

1. **Davis Dental** (2271 Congress St- as you go out Rt 22 going west its on the right just after the bridge over 295 and on the c/o Blueberry road and Congress)- expansion of parking lot to north (off Blueberry Road at side) takes about 9 substantial trees and results in steep grades and loss of trees/vegetation along the boundary of the site. Five 6 foot pines are squeezed in to provide 'buffer'. Their argument is that this is IM zoning...

There are lots of other issues with this site and this is just one of them but one that seems avoidable as they don't need all that parking. Any views please? You have the revised set of plans and cover letter (dated 11.2.05) and I am sending (with hard copy of this e-mail) CSK01 which is the same as the one you have except that the handicapped parking has been revised.

2. **75 State Street**- improvement to existing parking lot- I am sending over my only copy of the revised drawings because it includes- for the first time after much urging on my part- a landscape plan (L203). There's not much to landscape, but its in an historic district and needed more than "remedial planting will be done..." Does it look OK to you?

Don't think these would take much of your time ...please call me X8728. Hard copy of this with the two drawings is on its way...

Thanks  
Jean

PS Re Mercy Hospital Master Plan, I had a copy to give you at today's Review Meeting- I won't put it in internal mail as you may not get it in time if you are coming over with Denise to discuss Mercy at 11:30am tomorrow (Thursday). It doesn't include any landscaping so there is nothing to respond to- we are wondering whether to even put this to the Board.

**CC:** Sarah Hopkins

CITY OF PORTLAND, MAINE

Planning and Development Department

Planning Division

389 Congress Street, Portland, Maine 04101

(207) 874-8719 Fax (207) 756-8258

Note for file

75 State St Parking lot.

Nov. 4th tel conv

if phoned Rachel Sennell

- 1) re EL's email, all appears sorted on that
- 2) H13 sub has been made; RS to speak on re lamps
- 3) if change position on brick apron to access road - re waiver - and will call both Rachel + Tony back
- 4) Rachel will be submitting revisions on Monday though appreciates the HP issues + waiver will not be resolved.

4 Nov left message + sent copy of policy

BT

Tony Fergione 772 2675

phoned twice on Nov 4th  
sent copy of policy Nov 4th

**From:** Eric Labelle  
**To:** James Seymour; Jean Fraser; Lee Allen  
**Date:** 11/2/05 4:42:36 PM  
**Subject:** Re: 75 State Street

That looks fine to me Lee.

Eric

Eric J. Labelle, P.E.  
City Engineer  
55 Portland Street  
Portland, ME 04101  
(207)874-8850 Office  
(207)874-8852 Fax

>>> "Lee Allen" <lee.allen@northeastcivilsolutions.com> 11/2/2005 2:40:14 PM >>>

Jim and Eric,

Please review attached .pdf of drainage plan at 75 State Street. I am hoping that you will be able to tell me if this is what you are looking for?

Gawron-Turgeon contacted me earlier this week to take a look at this and based on the work that we did at Grant Street I am assuming that this is what you are looking for. Thanks.

Lee Allen, P.E.  
Northeast Civil Solutions, Inc.  
153 US Route 1  
Scarborough, ME 04074

Phone: (207) 883-1000  
Toll Free: (800) 882-2227  
Fax: (207) 883-1001

Rachel confirmed no need for meeting with P.E.

**From:** Jean Fraser  
**To:** Labelle, Eric  
**Date:** 10/28/2005 4:03:28 PM  
**Subject:** Re: Minor S. P. review-75 State Street- upgrading of existing parking lot

Thanks.

The agent (**Rachel Sunnell, RLA, Gawron Turgeon Architects 883 6307**) needs to meet with someone from your office on site to determine where to tie into your pipes and to confirm details (although some are set out in Jim Seymour's memo of Oct 25). She needs to do this soon in order to finalize plans.

Shes worried about having to dig up the road (Danforth Street). Could you have someone call her to arrange a site meeting (although she will no doubt also try to call you) and copy me into arrangements.  
Thanks, Jean

>>> Eric Labelle 10/25/2005 3:29:18 PM >>>  
Jean,

Could you advise the developer to tie the catch basin in downstream of the existing catch basin lateral. This is as opposed to the back of the basin.

Thanks  
Eric

Eric J. Labelle, P.E.  
City Engineer  
55 Portland Street  
Portland, ME 04101  
(207)874-8850 Office  
(207)874-8852 Fax

>>> Jean Fraser 10/19/2005 5:20:22 PM >>>  
Eric,

further to the discussion today at the Review meeting, I have forwarded to you a set of plans that include Plan L202 "Landscape Grading Plan" whcih includes details of the new catchbasin.

Could you please let me know asap what other information you require, given that the area of paving for the parking lot is virtually unchanged, with the current storm water run off into Danforth street via the surface of the paving.

Many thanks  
Jean (Fraser) (new planner)

**CITY OF PORTLAND, MAINE**

Planning and Development Department

Planning Division

389 Congress Street, Portland, Maine 04101

(207) 874-8719 Fax (207) 756-8258

\* = JFachen

75 State Street

tel conv. RS Oct. 28<sup>th</sup>

\* sender 10/28  
JF comments  
w/ contact

- ① Parking - revised layout agreed in principle - she to submit revised dwg. asked for bollards to protect buildings where parking/paving adj.
- ② Landscaping - she will submit landscape Plan showing size/species of tree planting, shrub types + remstatement. Some? over island next to access - needs to be robust + not impede sight lines too much. Advised this to be checked by our ARBORIST.
- ③ Lighting - advised her she needs to make formal HB application with proposal of lamps shown so DA can comment
- ④ Drainage - needs to tie in below existing catchbasins. advised she, her engineer and PW rep need to meet on site + discuss details. She said she'd had trouble getting a hold of PW; JF to facilitate
- \* later 28<sup>th</sup> confirmed she should call Eric Lobb to arrange siting on catchbasin
- ⑤ 'STOP' JF advised this not necessary
- ⑥ 69-71 asked for letter w/ plan ref/attached extract of plan indicating his agreement
- ⑦ Sidewalk: Remstatement needs to be a brick or details shown. Cover this on site meeting w/PW engineer



Oct 26<sup>th</sup> 2005

To: Deb Andrews  
From: Jan Fraser

Re: Seventy-five State Street (adj South Commons)  
Upgrading of parking lot.

① Current situation:

(eq pkg layout)

Most details now resolved and the applicant is going to submit revised layout and 'proper' landscape plan for final review asap.

②

Before they do the revised plans they would like to take account of your comments. I don't know if they have formally applied for HPR / contacted you, but it would be useful to resolve:

lighting - they currently have huge spotlights as big concern for safety of women proposing attached apron

landscape - we asked for new trees to be shown w/ info + rem statement works + what's at entrance + will run this by Jeff when it comes in

hailing - see applicant's note attached.

Deb  
Andrews  
Comments

③ At the Review Mtg today I was informed that in this area, even where sidewalks are concrete, the access apron in PLOW must be brick  
Jan

**From:** Jean Fraser  
**To:** Labelle, Eric  
**Date:** 10/26/2005 10:30:18 AM  
**Subject:** Re: Minor S. P. review-75 State Street- upgrading of existing parking lot

Eric

Please see Jim Seymours' comments attached (you may have a paper copy in your hand by the time you see this e-mail). I would like to advise the applicant as to what we require re the drainage asap as all of the other issues seem to be resolved. Do you agree with Jim's comment about the requirement for a hydro-brake or flow control device?

>>> Eric Labelle 10/25/2005 3:29:18 PM >>>  
Jean,

Could you advise the developer to tie the catch basin in downstream of the existing catch basin lateral. This is as opposed to the back of the basin.

Thanks  
Eric

Eric J. Labelle, P.E.  
City Engineer  
55 Portland Street  
Portland, ME 04101  
(207)874-8850 Office  
(207)874-8852 Fax

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Many thanks  
Jean (Fraser) (new planner)

**Reply to Review Comments for Minor Site Plan Review  
South Commons parking lot at Seventy Five State Street  
Application ID 2005-0231                      Date: 10-25-05**

**Attn: Jean Fraser, City of Portland, Planner  
From: Rachel Sunnell, Gawron Turgeon Architects, RLA**

1. We have revised the parking lot layout to “regularize” the parking area behind 69-71 State Street. 9 large “compact spaces and 2 parallel spaces have been added.

The walk way connection has been reduced in grade from 13% to approximately 10%.

2. The pavement area has been enlarged were possible. The walkway has been extended into the landscape area not the existing pavement area. We can add wheel stops if necessary but would prefer not to because of snow removal.

Bollards have been added to prevent cars from backing over new sidewalk at north perimeter.

3. Landscaping will be added along the new sidewalk, between the parking lot and 69/71 State Street, at the entrance and all disturbed areas.
4. Lighting will be re-submitted with a simple fixture and pole height of 10’. Two suggested fixtures are attached.
5. The shrubs along the perimeter have grown through the fence making the fence barely visible. If the fence is removed the demolition would damage the shrubs. We recommend leaving the shrubs and fence undisturbed. Shrubs and 1 tree will be added to the entrance planter Island.

The tubular rail along the new sidewalk is perpendicular to the entrance and will not be prominent from the road. The simple handrail will be painted a bronze color so not to attach attention.

# The Archetype®

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Photometrics	See separate AR/ET Photometric Catalog.

ISO 9001:2000



**SITE / AREA**  
**PARKING STRUCTURE**  
**ROADWAY**  
**ARCHITECTURAL FLOOD**  
**ACCENT**  
**LANDSCAPE**

MAILING ADDRESS:  
 P.O. BOX 60080  
 CITY OF INDUSTRY, CA  
 91716-0080

BUSINESS ADDRESS:  
 16555 EAST GALE AVENUE  
 CITY OF INDUSTRY, CA 91745  
 U.S.A.  
 PHONE 626 / 968-5666  
 FAX 626 / 389-2695

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 U.S. PATENT 6,320,887

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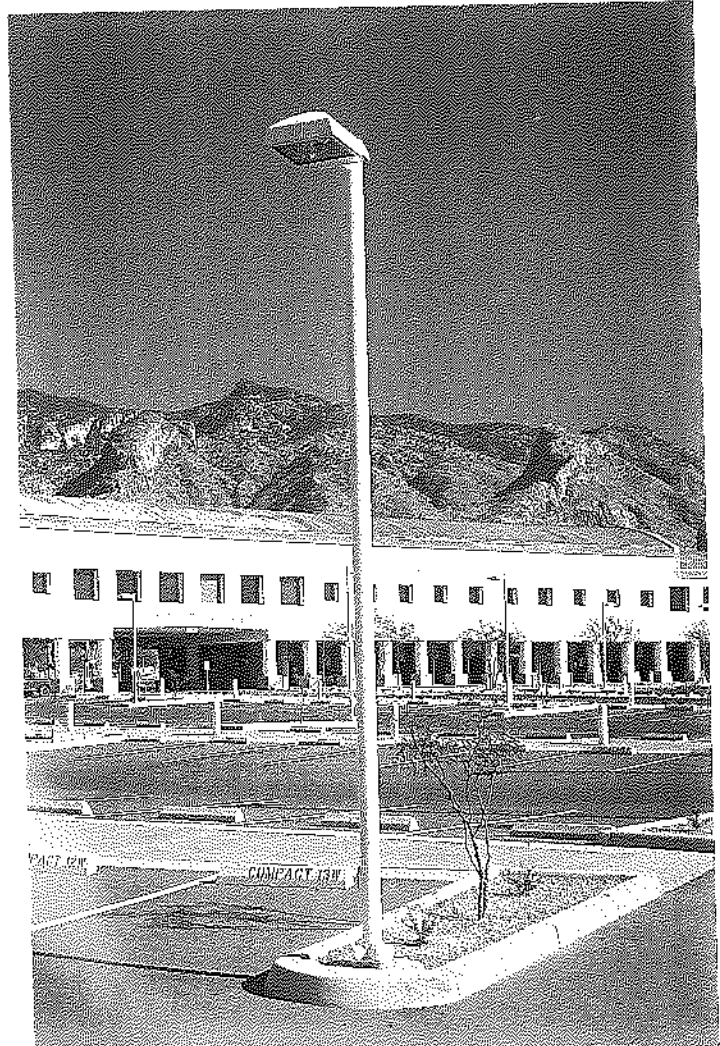
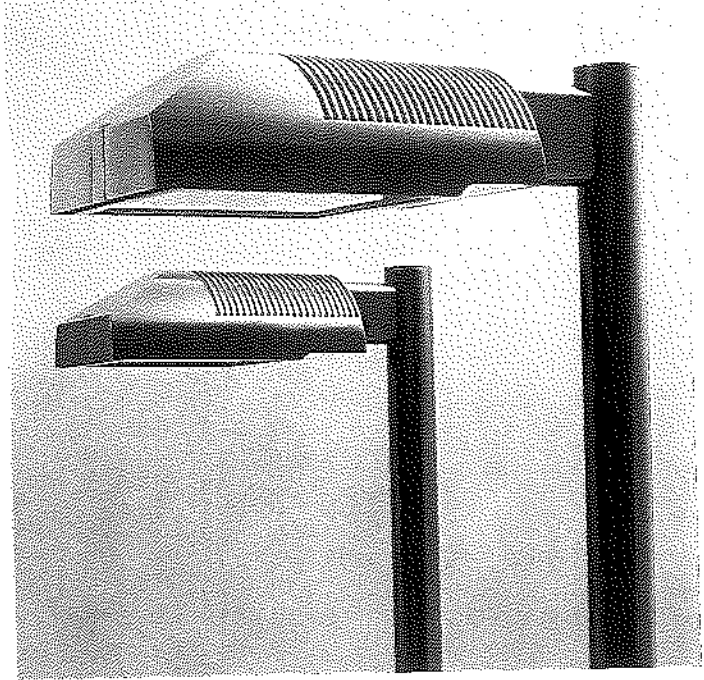
Hubbell  
 Lighting, Inc.

Printed in U.S.A.  
 5501002350  
 Version 12/02

Modern architecture often integrates curvilinear, rectilinear, classical, and neoclassical styles into a single structure. The eclectic shape of **The Archetype®** readily adapts to and universally complements contemporary architectural design. Lighting performance, materials, robust construction, and the latest technology combine to make **The Archetype®** the state-of-the-art luminaire for outdoor cutoff lighting. The **AR** (Large Archetype®) is available in H.I.D. lamp modes up to 400 watts. The **SAR** (Small Archetype®) has been scaled to complement the larger model at lower mounting heights. Available up to 175 watts, the smaller model is ideal for pathways and courtyards where fixtures are nearer human scale. When used together, the large and small Archetype provide a logical transition from parking lot to building entrance by decreasing luminaire scale and maintaining a consistent design.

ar•che•type (ār'ke tīp')

- 1: an original pattern or model of which other things are copies.
- 2: first molded as a pattern, exemplary.



### Intended Use

For streets, walkways, parking lots and surrounding areas.

### Features

**Housing** – Die-cast single-piece aluminum with nominal 1/8" wall thickness. Integral arm provides easy installation to pole or wall. Housing completely sealed against moisture or environmental contaminants.

**Door Assembly** – Die-cast door frame, impact-resistant, tempered, glass lens, 3/16" thick, fully sealed with one-piece tubular silicone gasket. Tool-less entry and closure via spring-loaded die-cast latches.

**Optics** – Anodized segmented reflectors for superior uniformity and control. Reflectors attach with tool-less fasteners and are rotatable and interchangeable.

**Installation** – Heavy-duty easy-mount block attaches to pole or wall to provide ease of installation as well as ensured

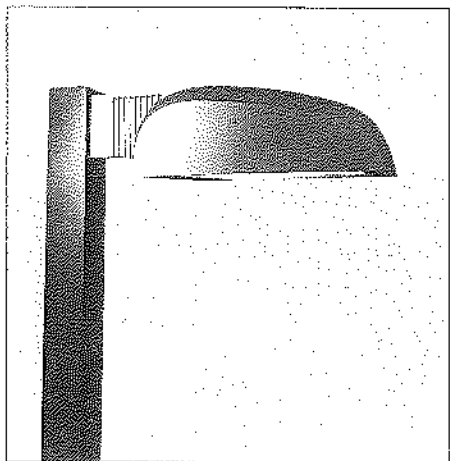
alignment and leveling.

**Electrical** – 150W and below utilize a high reactance, high power factor. 175W and above use a constant-wattage autotransformer ballast. Compact fluorescent uses an electronic high frequency ballast. Ballasts mounted on removable power tray with tool-less latch and have positive locking disconnect plugs. Ballasts are copper wound and 100% factory tested.

**Finish** – Standard finish is dark bronze (DDB) corrosion-resistant polyester powder finish. Other architectural colors available.

**Socket** – Porcelain, medium-base socket for AS1, mogul-base socket for AS2, with copper alloy nickel-plated screw shell and center contact. UL listed.

**Listings** – UL Listed (standard). CSA Certified or NOM certified (see Options). UL listed for wet locations in lens-down orientation (damp location listed in lens-up orientation). Meets IESNA full cutoff criteria. U.S. patent no. D447, 590. Canadian patent no. 94324.



### Ordering Information

Example: **AS1 150S SR2 120 SPA SF LPI**

Designation	Distribution	Voltage	Mounting <sup>11</sup>	Options/Accessories
<b>High Pressure Sodium</b>				
AS1 35S <sup>1</sup>	SR2 Segmented Type II roadway	120, 208 <sup>7</sup> , 240 <sup>7</sup> , 277, 347, 480 <sup>7</sup> , TB <sup>8</sup> , MVOLT <sup>9,10</sup>	<b>Included</b> SPA Square pole mounting block RPA Round pole mounting block WEA wall bracket (up or down)	<b>Installed</b> SF Single fuse, 120V, 277V, 347V (n/a TB & MVOLT) <sup>12</sup> DF Double fuse, 208V, 240V, 480V (n/a TB & MVOLT) <sup>12</sup> PER NEMA twist-lock receptacle only (no photocontrol) QRS Quartz restrike system (100W max. AS1, 250W max. AS2, lamp not included) <sup>12</sup>
AS1 50S <sup>2</sup>	SR3 Segmented Type III asymmetric			CR Enhanced corrosion resistance HS House-side shield (n/a with SR4SC)
AS1 70S	SR4SC Segmented Type IV forward throw, sharp cutoff			EC Emergency circuit <sup>13</sup> TP Tamperproof
AS1 100S				SCWA Super CWA pulse start ballast (not available with HPS, TRT, 50, 70, 100M or 480V)
AS1 150S				LPI Lamp included (standard)
AS2 200S	SR4W Segmented Type IV wide, forward throw (size 2 only)			L/LP Less lamp
AS2 250S				CSA CSA Certified
AS2 400S	SR5S Segmented Type V square			NOM NOM Certified <sup>13</sup>
<b>Metal Halide</b>				
AS1 50M <sup>3</sup>				
AS1 70M <sup>3</sup>				
AS1 100M				
AS1 150M <sup>4</sup>				
AS1 175M				
AS2 200M <sup>5</sup>				
AS2 250M <sup>4</sup>				
AS2 320M <sup>5</sup>				
AS2 350M <sup>5</sup>				
AS2 400M <sup>4</sup>				
<b>Compact Fluorescent</b>				
AS1 2/32TRT <sup>6</sup>				
AS1 42TRT				
AS1 2/42TRT <sup>6</sup>				
AS1 57TRT				
AS1 70TRT				

- NOTES:**
- 120V only.
  - 120V & 277V only.
  - Not available with 480V.
  - May be ordered with SCWA option.
  - Must be ordered with SCWA option.
  - Available in SR3 only.
  - Consult factory for availability in Canada.
  - Optional multi-tap ballast (120V, 208V, 240V, 277V). In Canada 120V, 277V, 347V; ships as 120V/347V.
  - Compact Fluorescent only, 120V-277V.
  - Multi-volt electronic ballast (for TRT lamps) capable of operating on any line voltage between 120V & 277V.
  - Mounting block standard.
  - SF, DF or QRS options cannot be ordered together.
  - Consult factory for availability.

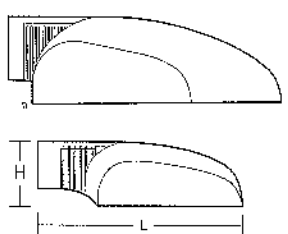
- Shipped separately**
- ASKMA1 Mast arm adapter (size 1)
  - ASKMA2 Mast arm adapter (size 2)
  - DSAS1 Decorative straight arm, square pole only (size 1)
  - DSAS2 Decorative straight arm, square pole only (size 2)
  - DCAS1 Decorative curved arm, square pole only (size 1)
  - DCAS2 Decorative curved arm, square pole only (size 2)

**Drilling Pattern**  
(see pole ordering, pg. 494)

DM18AS	1 at 90°
DM28AS	2 at 180°
DM29AS	2 at 90°
DM39AS	3 at 90°
DM49AS	4 at 90°
DM32AS	3 at 120° (Round poles only)

Dimensions are shown in inches (centimeters) unless otherwise noted.

	AS1	AS2
EPA	.7 ft <sup>2</sup>	1.2 ft <sup>2</sup>
Length	21.38 (54.5 cm)	28 (71.0 cm)
Width	12.5 (31.7 cm)	16.25 (41.9 cm)
Height	6.28 (15.9 cm)	8.25 (21.0 cm)
Weight	22 lbs (10 kg)	45 lbs (20.4 kg)



For optional architectural colors, see page 485.

- Shipped separately**
- PE1 NEMA twist-lock PE (120V, 208V, 240V)
  - PE3 NEMA twist-lock PE (347V)
  - PE4 NEMA twist-lock PE (480V)
  - PE7 NEMA twist-lock PE (277V)
  - SC Shorting cap
  - AS1VG Vandal guard
  - AS2VG Vandal guard

For Lenon slipfitters, see page 486.

# Proportion Guide

## 70 to 400 Watt / 10' to 30' Poles

32'

30'

28'

26'

24'

22'

20'

18'

16'

14'

12'

10'

8'

6'

4'

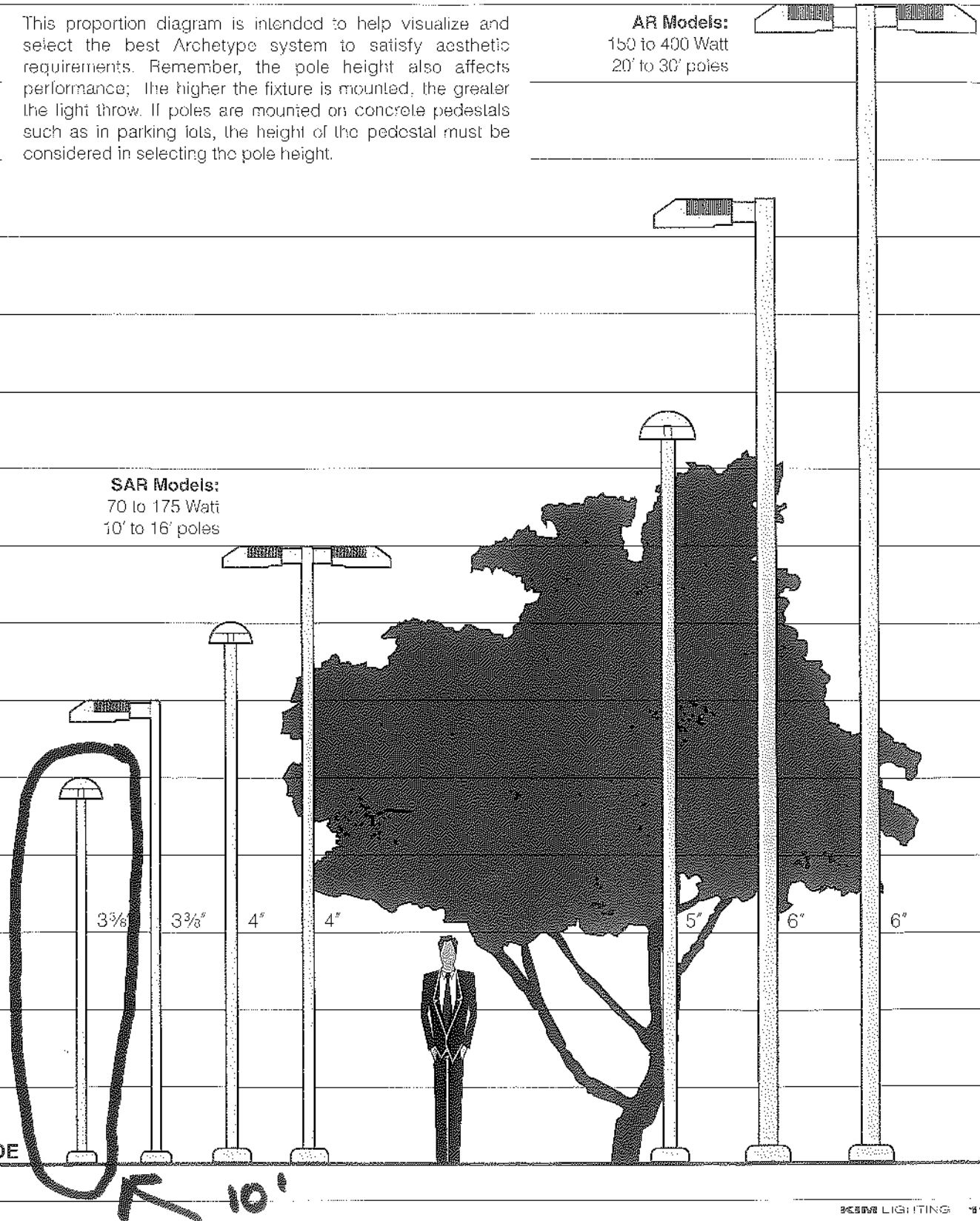
2'

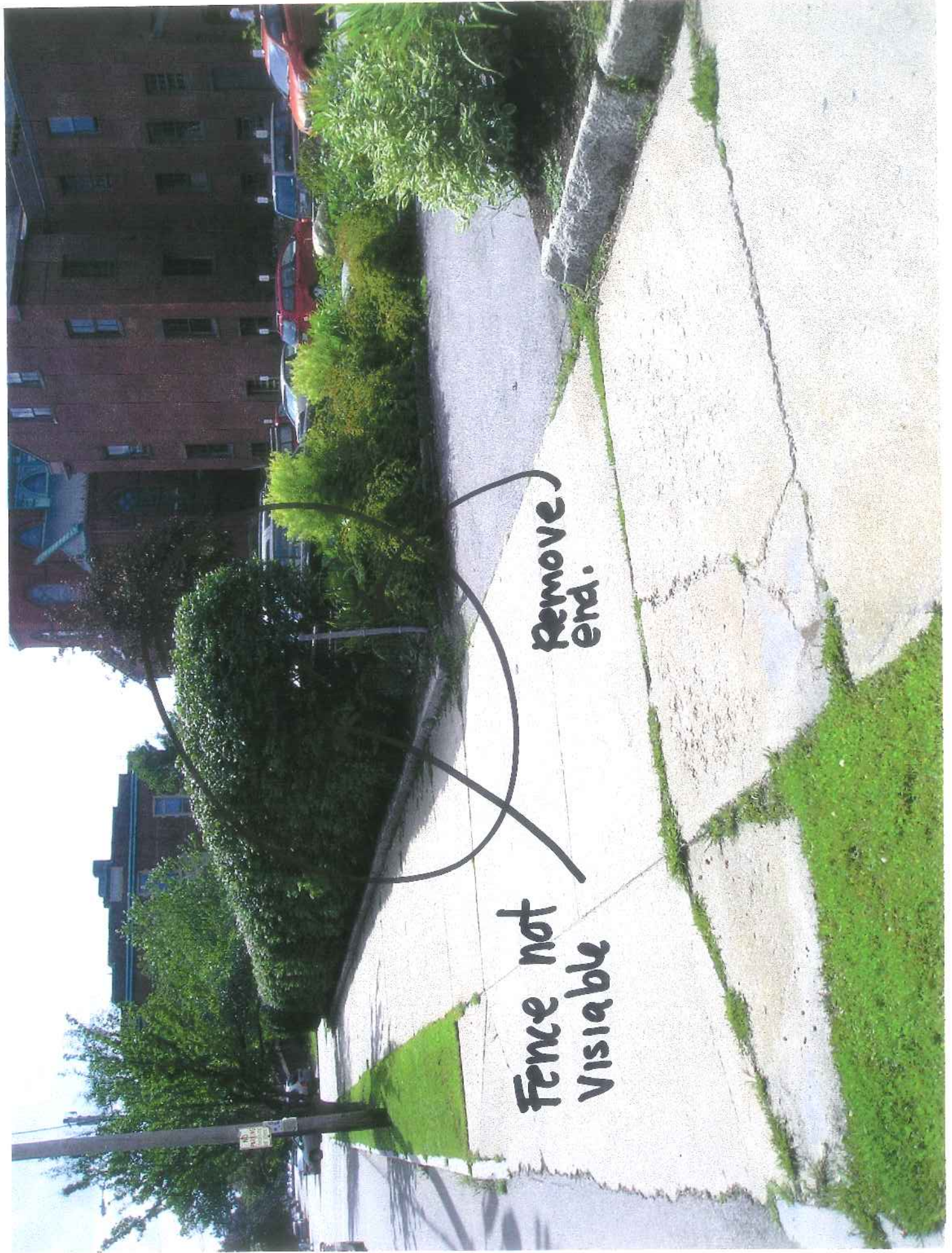
GRADE

This proportion diagram is intended to help visualize and select the best Archetype system to satisfy aesthetic requirements. Remember, the pole height also affects performance; the higher the fixture is mounted, the greater the light throw. If poles are mounted on concrete pedestals such as in parking lots, the height of the pedestal must be considered in selecting the pole height.

**AR Models:**  
150 to 400 Watt  
20' to 30' poles

**SAR Models:**  
70 to 175 Watt  
10' to 16' poles





Remove  
End.

Fence not  
Visible

**From:** Eric Labelle  
**To:** Jean Fraser  
**Date:** 10/25/2005 3:29:18 PM  
**Subject:** Re: Minor S. P. review-75 State Street- upgrading of existing parking lot

Jean,

Could you advise the developer to tie the catch basin in downstream of the existing catch basin lateral. This is as opposed to the back of the basin.

Thanks  
Eric

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(207)874-8852 Fax

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Many thanks  
Jean (Fraser) (new planner)



all pts conveyed to  
RS Oct 28; she is  
sending revised  
plans Nov 7th.



05P231

**TO:** Jean Fraser - Planner  
**FROM:** Jim Seymour, P.E.  
Development Review Engineer, Sebago Technics, Inc.  
**RE:** South Commons Parking Lot Redesign, 75 State Street  
**DATE:** October 25, 2005

---

Sebago Technics has reviewed the Minor Site Plan package, as submitted by Gawron Turgeon Architects for the South Commons Parking Lot Redesign at 75 State Street. The following comments are submitted for consideration by Planning Staff:

#### Stormwater Management

- The engineer shall indicate the current storm drains, direction of pipe flow, and tie-in to the service pipe leading away from the catch basin location into the City drain system. If the drain on the property is not separated from the sewer it shall be required to be separated and include a Casco trap or hydro brake in the last basin and include a drainage maintenance agreement with the City.
- The storm drain ties into a combined sewer system therefore the City Engineer has requested that a hydro-brake or flow control device be installed in the basin to control the discharge rate of stormwater into the Combined sewer. An engineering seal will be required on all sizing calculations and design.
- The pipe size shall conform to City requirements (12"- normal size, 10"- min.diam.) and must be PVC-SDR35 pipe material.
- A brief erosion control plan shall be submitted for review of the construction activities.  
(A silt sac in catch basin)

#### Site Plan

- Are there curb tip downs or ramps in the loading dock areas or for handicap access? Is there an adequate turning radius for large trucks to park here? Please refer to the traffic engineer's comments for parking stall sizes and aisle orientation.
- Steel bollards shall be set at the building corners where new pavement is to be set to protect the building from vehicular contact.
- Final review of landscaping shall be conducted with Jeff Tarling, City Arborist.

- No details for construction have been provided for improvements proposed in the City street. All street pavement trench/seam details shall be in conformance with City technical standards.
- The applicant must be aware that the sidewalk repairs require brick materials over the driveway per ordinance. If a waiver is requested please submit criteria for review. We are aware of the concrete sidewalks which exist, and normally would require repair/replacement of the same, but all projects on the Portland peninsula district must replace sidewalks to conform to brick materials in conformance with City Standards. The applicant shall contact the Planner and City engineer to discuss this releasing them of this requirement. A detail of the replaced sidewalk and ramps must be shown in detail.
- An engineer must stamp all plans for drainage design and/or design professional for other grading, landscaping, and parking lot design.

### Summary

Overall we feel some minor revisions are needed for these plans and corrections need to be addressed prior to a construction start, release of any permits, or preferably plan approval. Please feel free to contact us if you have questions.

JS:js

**CITY OF PORTLAND, MAINE**

Planning and Development Department

Planning Division

389 Congress Street, Portland, Maine 04101

(207) 874-8719 Fax (207) 756-8258

RS State St.

Tel conf. Oct 24.

w/ Rachel Sunnel

① Of called to confirm cp waiver an administrative process not P.B. unless something else arises

② RS confirmed they are revising cp - will send one 'indicative' plan Tues for outline discussion at wed. Revised mtg.

③ If that seems broadly OK, RS to submit one set of revised dwgs to address all points in my letter and she will

a) ensure owner of 69-71 OK

b) spk to Deborah Andrews re lamps

so that the revisions are 'final'

Of.

City of Portland  
Department of Planning and Development  
Planning Division  
389 Congress Street, 4<sup>th</sup> Floor  
Portland ME 04101  
(207)874-8721 or (207)874-8719  
Fax: (207)756-8258



FAX

To:

Rachel Sennell

Company:

Maureen Turgeon Arch

Fax #:

883-0361

Date:

10/20/05

From:

J. Sen for Jean Fraser

You should receive 3 page(s) including this cover sheet.

Comments:



# PORTLAND MAINE

*Strengthening a Remarkable City. Building a Community for Life* [www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning and Development Department**  
Lee D. Urban, Director

**Planning Division**  
Alexander Jaegerman, Director

Copy of  
original

October, 18<sup>th</sup> 2005

Rachel Sunnell, RLA  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough ME 04074-9358

Dear Ms. Sunnell,

**Re: Minor Site Plan Review:  
South Commons Parking Lot @ Seventy Five State Street**

I am writing to confirm the receipt of your letter of September 30<sup>th</sup>, 2005 requesting Minor Site Plan review and approval to the proposed redesign of the existing car park located at the corner of State Street and Danforth Street.

Please be advised that this site is located within the West End Historic District and therefore also needs to be submitted for Historic Preservation Approval. Please contact Deborah Andrews, the Historic Preservation Manager (874 8726) for further guidance on the Historic Preservation submission.

While the proposal improves the existing parking lot in many ways, we have some concerns and further information and discussion will be necessary on the following issues before the review can be completed.

1. The parking spaces indicated behind 69-71 State Street are sub standard and a waiver will be required for these. I am waiting for detailed comments from the traffic engineer on this question. It would seem like an opportunity to regularize this part of the parking lot area and create accessible spaces that do not require difficult maneuvers to access (including backing out next to barrier-free parking spaces- maybe they would be better located adjacent to the new sidewalk?). It may also be an opportunity to reduce the 13% slope on the walkway leading to the new

also be an opportunity to reduce the 13% slope on the walkway leading to the new sidewalk, which appears to be as bad or worse in the proposed scheme as it is existing.

2. Regarding the area mentioned in 1 above, this area is considerably reduced in width compared to the existing and with your proposed parking layout it is inevitable that cars will overhang the new sidewalk and undermine the safe walking route that is intended. Vehicle access/exit will also be more difficult with the increased possibility of cars backing over the new sidewalk.
3. A Landscape Plan showing the details of the proposed landscaping is required, including restoration of the disturbed areas, tree planting (eg behind 69-71 State Street) and planting in the unpaved areas such as near the entrance and in the area by the barrier-free spaces.
4. It is unclear from the submitted information exactly what design of lamp is proposed; please send in the 2 actual designs proposed with descriptive information/catalog extracts. You may want to ensure these meet historic preservation requirements before sending in further information. We also need to have information on the lighting levels at the lot perimeter to establish whether there is any impact on adjacent properties or any possible visual distraction to motorists.
5. Some details may be required to be amended during historic preservation review, such as the chain link fencing which appears to remain prominent next to the widened access road, and the proposed tubular railings along the new sidewalk.

There are a number of other detailed points which we can discuss with you and/or Mr. Forgione once you have provided the additional information outlined above. Item 1 above is the most fundamental and I will let you know the position as soon as possible.

Please feel free to telephone me at (207) 874 8728 if you would like to discuss any of these matters.

Yours truly,



Jean Fraser  
Planner

Cc Anthony Forgione (applicant)  
City of Portland Traffic Engineer (T Errico) (by hand)  
City of Portland Historic Preservation Manager (D Andrews) (by hand)

(Application ID No: 2005-0231)

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

2005-0231

Application I. D. Number

9/30/2005

Application Date

Parking Lot Redesign

Project Name/Description

Anthony Forgione

Applicant

75 State Street, Portland, ME 04101

Applicant's Mailing Address

Consultant/Agent

Applicant Ph: (207) 772-2675 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

75 - 75 State Street, Portland, Maine

Address of Proposed Site

044 G001001

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units

Acreage of Site

R6

Zoning

**Check Review Required:**

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

Fees Paid: Site Pla \$400.00 Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date 10/5/2005

**Planning Approval Status:**

Reviewer \_\_\_\_\_

- Approved  Approved w/Conditions  
See Attached  Denied

Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets  
Attached

OK to Issue Building Permit \_\_\_\_\_  
signature date

Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

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



#2005-0231  
75 State St.  
- notice sent to  
immediate neighbors  
miner SP

river





GAWRON  
TURGEON  
ARCHITECTS

29 Black Point Road, Scarborough, Maine 04074-9358

Architecture  
Interior Design  
Master Planning  
Landscape Architecture

PRINCIPALS  
Stan Gawron, Architect  
Mary Turgeon, NCIDQ #012130

September 30, 2005

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

Re: Application for Minor Site Plan Review  
South Commons Parking Lot @ Seventy-Five State Street

Dear Sarah Hopkins,

On behalf of Seventy-Five State Street, Gawron Turgeon Architects requests a Minor Site Plan review and approval to repair the existing South Commons parking lot located off of Dansforth Street.

The project consists of re-grading and paving the existing 9,800 s.f. parking lot, installing a catch basin to correct existing drainage issues, installing 79 l. f. of sidewalk and railing along the east perimeter of the parking lot, and re-paving the existing access walk to the building entrance. The installation of three light fixtures within the South Commons parking lot is proposed to address safety concerns.

The improvements include widening the entry driveway to meet standard 24 foot width, cut and fill as indicated on the attached plans to mitigate steep existing grades, and to add sidewalks for pedestrian safety and accessibility to the building entrance.

Enclosed are nine (9) copies of the submittal package which includes the following documentation:

- Cover letter
- Check List
- Right of Entry Letter and Boundary survey for lots 69 and 71 State Street
- Evidence of financial capability- Seventy Five State Street Balance sheets
- USDA Soil Survey
- Topographical survey and existing conditions plan
- As-built: Danforth Street Phase 2
- Construction plans & details - Sheets L-101 through L-302
- Lighting/photometric plan - Sheet L-401
- Evidence of financial capability

If the information we have submitted needs further clarification, please call me at 883-6307.  
Thank you for your time in reviewing this application.

Sincerely,

A handwritten signature in cursive script that reads "Rachel Sunnell".

Rachel Sunnell, RLA  
Gawron Turgeon Architects

Cc: file, Anthony Forgione – Seventy Five State Street



## City of Portland Site Plan Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Address of Proposed Development: 75 State Street, Portland, ME 04101		Zone: R6
Total Square Footage of Proposed Structure: <p style="text-align: center;">n/a</p>	Square Footage of Lot: <p style="text-align: center;">41,472 sq. ft. (.95 Acres)</p>	
Tax Assessor's Chart, Block & Lot:  Chart# 44      Block# G      Lot# 1	Property owner's mailing address: <p style="text-align: center;">Mr. Anthony Forgione, Director Seventy Five State Street Portland, ME 04101</p>	Telephone #: <p style="text-align: center;">207.772.2675</p>
Consultant/Agent, mailing address, phone # & contact person:  <p style="text-align: center;">Gawron Turgeon Architects 29 Black Point Road Scarborough, ME 04074 207.883.6307 attn: Rachel Sunnell</p>	Applicant's name, mailing address, telephone #/Fax#/Pager#:  <p style="text-align: center;">'Same' Fax: 207.883.0361</p>	Project name:  <p style="text-align: center;">South Commons Parking Lot Redesign 75 State Street Portland, ME 04101</p>
<p><b>Proposed Development (check all that apply)</b></p> <p><input type="checkbox"/> New Building    <input type="checkbox"/> Building Addition    <input type="checkbox"/> Change of Use    <input type="checkbox"/> Residential    <input type="checkbox"/> Office    <input type="checkbox"/> Retail    <input type="checkbox"/> Manufacturing</p> <p><input type="checkbox"/> Warehouse/Distribution    <input checked="" type="checkbox"/> Parking lot</p> <p><input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____</p> <p><input type="checkbox"/> Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot _____)</p> <p><input type="checkbox"/> Traffic Movement (\$1,000.00)    <input type="checkbox"/> Stormwater Quality (\$250.00)</p> <p><input type="checkbox"/> Section 1-403 Review (\$400.00 + \$25.00 per lot)</p> <p><input type="checkbox"/> Other _____</p>		
<p><b>Major Development (more than 10,000 sq. ft.)</b></p> <p><input type="checkbox"/> Under 50,000 sq. ft. (\$500.00)</p> <p><input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000.00)</p> <p><input type="checkbox"/> Parking Lots over 100 spaces (\$1,000.00)</p> <p><input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000.00)</p> <p><input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000.00)</p> <p><input type="checkbox"/> Over 300,000 sq. ft. (\$5,000.00)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)</p>		
<p><b>Minor Site Plan Review</b></p> <p><input checked="" type="checkbox"/> Less than 10,000 sq. ft. (\$400.00)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)</p>		
<p><b>Plan Amendments</b></p> <p><input type="checkbox"/> Planning Staff Review (\$250.00)</p> <p><input type="checkbox"/> Planning Board Review (\$500.00)</p>		
- Please see next page -		

Seventy Five State Street  
INVESTMENT ACCOUNTS

	<u>AUG. 31, 2015</u>	<u>JUL. 31, 2015</u>	<u>DEC. 31, 2014</u>	<u>DATE DATA YTD</u>
HEAD ASSOC. BOND PORTFOLIO 1	\$1,655,915	\$1,651,502	\$1,727,519	\$ 164,000
HEAD ASSOC. STOCK PORTFOLIO 2	3,028,561	3,076,766	3,016,945	56,000
KEYBANK STOCK PORTFOLIO 3	1,954,957	1,968,168	1,929,369	55,000
SCHWAB EQUITY 5	256,393	256,041	254,020	0
ISABEL C. HARMON FUNDS	227,311	226,795	223,068	0
THOMAS SMILEY FUNDS	44,110	44,010	42,894	0
<b>TOTAL 3</b>	<b>\$7,167,247</b>	<b>\$7,222,528</b>	<b>\$7,203,815</b>	<b>\$ 216,000</b>

**NOTES:**

- 1 \$500,000 transferred to Head equity portfolio 7/29/02
- 2 Equity (non-lead) portion at 76.9%
- 3 Lowest balance \$5,629,867 a/o 3/31/03
- 4 Includes \$42,891 gift received 4/04
- 5 Established 12/29/04

SEVENTY-FIVE STATE ST  
BALANCE SHEET  
AS OF AUGUST 31, 2005

	31-Aug-05	31-Jul-05	31-Dec-04	31-Dec-03
<b>CURRENT ASSETS</b>				
CASH	169,018	183,955	114,547	15,007
RESIDENT FUNDS	5,039	5,039	5,030	5,241
ACCOUNTS RECEIVABLE	116,905	76,642	149,209	143,540
SUPPLIES, INVENTORY, PREPAID EXPENSES	119,875	126,215	60,370	42,327
ASSETS WHOSE USE IS LIMITED	148,499	148,499	148,499	147,905
THIRD PARTY PAYOR SETTLEMENTS	30,000	30,000	30,000	59,913
<b>TOTAL CURRENT ASSETS</b>	<b>589,336</b>	<b>570,350</b>	<b>507,754</b>	<b>413,942</b>
PROPERTY AND EQUIPMENT	11,044,837	11,044,837	11,030,728	10,976,781
LESS ACCUMULATED DEPRECIATION	4,900,129	4,868,246	4,858,133	4,454,653
NET PROPERTY AND EQUIPMENT	6,144,708	6,176,591	6,172,595	6,522,118
INVESTMENTS	7,167,247	7,222,526	7,203,818	6,493,500
CONSTRUCTION CASH/RESIDENT BENEFIT FUND	3,200	3,200	1,976	905
DEFERRED FINANCING FEES	78,855	78,855	78,855	84,178
<b>TOTAL ASSETS</b>	<b>13,983,346</b>	<b>14,051,524</b>	<b>13,964,997</b>	<b>13,514,643</b>
<b>CURRENT LIABILITIES</b>				
CREDIT LINE	30,000	30,000	70,000	200,000
CURRENT PORTION OF NOTES PAYABLE	176,000	176,000	176,000	169,700
ACCOUNTS PAYABLE	136,669	121,473	166,064	142,895
ESTIMATED THIRD PARTY SETTLEMENTS	0	0	0	0
DUE TO RESIDENT FUNDS	5,039	5,039	5,039	5,241
ACCRUED INTEREST	73,447	73,447	73,447	75,621
OTHER ACCRUED EXPENSES	251,948	230,113	193,189	158,459
<b>TOTAL CURRENT LIABILITIES</b>	<b>673,303</b>	<b>636,372</b>	<b>683,739</b>	<b>751,916</b>
NOTES PAYABLE, EXCLUDING CURRENT PORTION	3,516,368	3,531,728	3,590,160	3,764,215
<b>TOTAL LIABILITIES</b>	<b>4,189,671</b>	<b>4,168,100</b>	<b>4,273,899</b>	<b>4,516,131</b>
<b>NET ASSETS</b>				
UNRESTRICTED	8,940,229	9,029,976	8,837,652	8,411,007
PERMANENTLY RESTRICTED	853,446	853,446	853,446	587,505
<b>TOTAL NET ASSETS</b>	<b>9,793,675</b>	<b>9,883,424</b>	<b>9,691,098</b>	<b>8,998,512</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>13,983,346</b>	<b>14,051,524</b>	<b>13,964,997</b>	<b>13,514,643</b>



# City Of Portland Site Plan Checklist

South Commons Parking Lot Redesign  
75 State Street, Portland, ME 04101

Project Name, Address of Project

Application Number

Submitted () & Date	Item	Required Information	Section 14-525 (b,c)
	(1)	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:	1
X	(2)	Name and address of applicant and name of proposed development	a
X	(3)	Scale and north points	b
X	(4)	Boundaries of the site	c
X	(5)	Total land area of site	d
X	(6)	Topography - existing and proposed (2 feet intervals or less)	e
	(7)	Plans based on the boundary survey including:	2
Other Comments	(8)	Existing soil conditions	a
X	(9)	Location of water courses, marshes, rock outcroppings and wooded areas	b
N/A	(10)	Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used	c
X	(11)	Approx location of buildings or other structures on parcels abutting the site	d
N/A	(12)	Location of on-site waste receptacles	e
X	(13)	Public utilities	e
X	(14)	Water and sewer mains	e
X	(15)	Culverts, drains, existing and proposed, showing size and directions of flows	e
X	(16)	Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed	f
X	(17)	Location and dimensions of on-site pedestrian and vehicular access ways	
X	(18)	Parking areas	g
N/A	(19)	Loading facilities	g
X	(20)	Design of ingress and egress of vehicles to and from the site onto public streets	g
X	(21)	Curb and sidewalks	g
	(22)	Landscape plan showing:	h
X	(23)	Location of existing proposed vegetation	h
X	(24)	Type of vegetation	h
X	(25)	Quantity of plantings	h
X	(26)	Size of proposed landscaping	h
X	(27)	Existing areas to be preserved	h
X	(28)	Preservation measures to be employed	h
X	(29)	Details of planting and preservation specifications	h
X	(30)	Location and dimensions of all fencing and screening	i
X	(31)	Location and intensity of outdoor lighting system	j
N/A	(32)	Location of fire hydrants, existing and proposed	k
	(33)	Written statement	c
X	(34)	Description of proposed uses to be located on site	l
N/A	(35)	Quantity and type of residential, if any	l
X	(36)	Total land area of the site	b2
N/A	(37)	Total floor area and ground coverage of each proposed building and structure	b2
X	(38)	General summary of existing and proposed easements or other burdens	c3
N/A	(39)	Method of handling solid waste disposal	4
N/A	(40)	Applicant's evaluation of availability of off-site public facilities, including sewer, water and streets	5
X	(41)	Description of any problems of drainage or topography, or a representation that there are none	6
X	(42)	An estimate of the time period required for completion of the development	7

N/A	(43)	A list of all state and federal regulatory approvals to which the development may be subject to	8
N/A	(44)	The status of any pending applications	8
N/A	(45)	Anticipated timeframe for obtaining such permits	b8
N/A	(46)	A letter of non jurisdiction	b8
X	(47)	Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved.	

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- drainage patterns and facilities;
- erosion and sedimentation controls to be used during construction;
- a parking and/or traffic study;
- and
- a noise study;
- an environmental impact study;
- a sun shadow study;
- a study of particulates and any other noxious emissions;
- a wind impact analysis.

Other comments:

(1) All Standard Boundary Survey information found on South Commons Existing Conditions Plan, Topographic Site Survey and Existing Conditions Drawing by Daniel J. Dall'onso, Danforth Street Part 2 As Built Drawing by Gray Engineering, Standard Boundary Survey of 69 and 71 State Street by Daniel J. Dall'onso, and Tax Map 44.

(8) USDA Soil Survey information attached; due to urban location, however, soils are likely very heterogeneous and would require ammendment if uses change (i.e. soils under road now used as a planting bed).

Who billing will be sent to: (Company, Contact Person, Address, Phone #)	Mr. Anthony Forgione, Director Seventy Five State Street Portland, ME 04101 207.772.2675
--------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)

**ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM**

Section 14-522 of the Zoning Ordinance outlines the process; copies are available at the counter at .50 per page (8.5 x11) you may also visit the web site: [ci.portland.me.us](http://ci.portland.me.us) chapter 14

*I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application or his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the City Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the rules applicable to this permit.*

Signature of applicant: <i>Rachel Sault</i>	Date: <i>9-30-05</i>
---------------------------------------------	----------------------

This application is for site review **ONLY**, a building Permit application and associated fees will be required prior to construction.

## Development in Portland

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances: application fee; engineering fee; and inspection fee. Performance and defect guarantees are also required by ordinance to cover all site work proposed.

The **Application Fee** covers general planning and administrative processing costs, and is paid at the time of application.

The Planning Division is required to send notices to neighbors upon receipt of an application and prior to public meetings. The applicant will be billed for mailing and advertisement costs. Applicants for development will be charged an **Engineering Review Fee**. This fee is charged by the Planning Division for review of on site improvements of a civil engineering nature, such as storm water management as well as the engineering analysis of related improvements within the public right-of-way, such as public streets and utility connections, as assessed by the Department of Public Works. The Engineering Review fee must be paid before a building permit can be issued. Monthly invoices are sent out by the Planning Division on a monthly basis to cover engineering costs.

A **Performance Guarantee** will be required following approval of development plans. This guarantee covers all required improvements within the public right-of-way, plus certain site improvements such as landscaping, paving, and drainage improvements. The Planning Division will provide a cost estimate form for figuring the amount of the performance guarantee, as well as sample form letters to be filled out by a financial institution.

An **Inspection Fee** must also be submitted to cover inspections to ensure that sites are developed in accordance with the approved plan. The inspection fee is 2.0% of the performance guarantee amount, or as assessed by the planning or public works engineer. The minimum inspection fee is \$300 for development, unless no site improvements are proposed. Public Works inspects work within the City right-of-way and Planning inspects work within the site including pipe-laying and connections. (The contractor must work with inspectors to coordinate timely inspections, and should provide adequate notice before inspections, especially in the case of final inspection.)

Upon completion of a development project, the performance guarantee is released, and a **Defect Guarantee** in the amount of 10% of the performance guarantee must be provided. The Defect Guarantee will be released after a year.

Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices. All fees shall be paid prior to the issuance of any building permit.

For more information on the fees or review process, please call the Planning Division at 874-8719 or 874-8721.



# SOIL SURVEY OF CUMBERLAND COUNTY AND PART OF OXFORD COUNTY, MAINE

South Commons - 75 State Street

## MAP LEGEND

- Soil Map Units
- Cities
- Detailed Counties
- Interstate Highways
- Roads
- Rails
- Water
- Hydrography
- Oceans

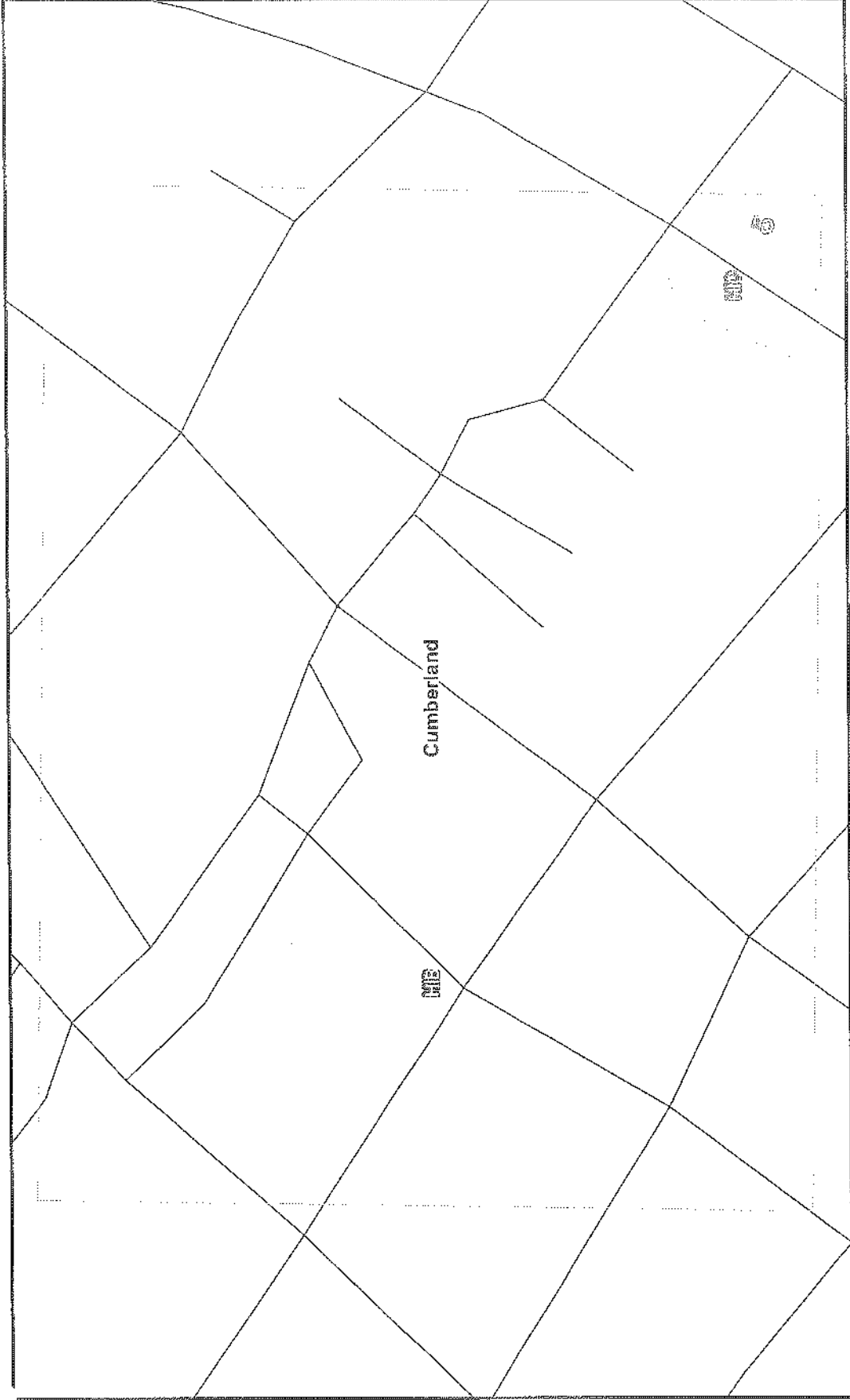
## MAP INFORMATION

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 19  
Soil Survey Area: Cumberland County and Part of Oxford County, Maine  
Spatial Version of Data: 1  
Soil Map Compilation Scale: 1:24000

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

SOIL SURVEY OF CUMBERLAND COUNTY AND PART OF OXFORD COUNTY, MAINE

South Commons - 75 State Street



## Map Unit Legend Summary

## Cumberland County and Part of Oxford County, Maine

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cu	CUT AND FILL LAND	0.3	1.0
HIB	HINCKLEY GRAVELLY SANDY LOAM, 3 TO 8 PERCENT SLOPES	34.3	97.2
HIC	HINCKLEY GRAVELLY SANDY LOAM, 8 TO 15 PERCENT SLOPES	0.6	1.8

September 21, 2005

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

Re: Letter of Entry  
South Commons Parking Lot @ Seventy-Five State Street

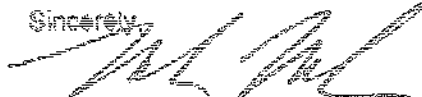
Dear Sarah Hopkins,

I recently purchased the residences located at 69 and 71 State Street. My parking area is located within the South Commons parking lot at Seventy Five State Street as shown on the attached plan.

I grant Seventy Five State Street the right to enter on to my property to re-grade and pave the existing parking area for the purpose of improving the drainage and grade issues.

Please feel free to call me at 772-8741 if you have any questions.

Sincerely,



Mark McCain

583-0361

W/ USE:

2 HOME FOR AGED WOMEN  
1200 FORTLAND PLACE  
APR 2000 ASSOCIATES INCORPORATED  
1200 FORTLAND PLACE 1200 FORTLAND PLACE

SEE REFERENCES:

- SEE TO HOME FOR THE AGED  
PAGE 001 MARCH 27, 1964
- HEAT & LIGHT TO SEVENTY FIVE  
STREET PAGE 12742 PAGE 160 OCT 1, 1996
- WATER TO STANES STREET #4  
PAGE 842 JULY 12, 1943 (PARTIALLY DEED)

1: 4659.4 SQUARE FEET

SEVENTY FIVE STATE STREET  
(formerly FORTLAND ST)

(PLAN AREA)  
139.82'

N/2  
SEVENTY FIVE STATE STREET  
(formerly DANIEL PARK)

S 35° 30' 00" E

40.00'  
PAVED

5/2 1900 910  
N/2 CAP # 1172  
TO SET CITY

S 52° 31' 50" W

S 35° 30' 00" E

12.0'

N 35° 30' 00" E

100.00'

4659.4 SQ. FT.

LOCUS DEED 98782

LOCUS DEED 98782

N 35° 30' 00" W

3.0'

#71

#69

52.00'

N 35° 30' 00" W

STATE

STREET

*[Handwritten signature]*



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* [www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning and Development Department**  
Lee D. Urban, Director

**Planning Division**  
Alexander Jaegerman, Director

*file copy*

October, 18<sup>th</sup> 2005

Rachel Sunnell, RLA  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough ME 04074-9358

Dear Ms. Sunnell,

**Re: Minor Site Plan Review:  
South Commons Parking Lot @ Seventy Five State Street**

I am writing to confirm the receipt of your letter of September 30<sup>th</sup>, 2005 requesting Minor Site Plan review and approval to the proposed redesign of the existing car park located at the corner of State Street and Danforth Street.

Please be advised that this site is located within the West End Historic District and therefore also needs to be submitted for Historic Preservation Approval. Please contact Deborah Andrews, the Historic Preservation Manager (874 8726) for further guidance on the Historic Preservation submission.

While the proposal improves the existing parking lot in many ways, we have some concerns and further information and discussion will be necessary on the following issues before the review can be completed.

1. The parking spaces indicated behind 69-71 State Street are sub standard and a waiver will be required for these. I am waiting for detailed comments from the traffic engineer on this question. It would seem like an opportunity to regularize this part of the parking lot area and create accessible spaces that do not require difficult maneuvers to access (including backing out next to barrier-free parking spaces- maybe they would be better located adjacent to the new sidewalk?). It may also be an opportunity to reduce the 13% slope on the walkway leading to the new

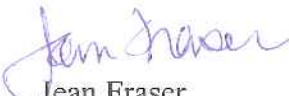
sidewalk, which appears to be as bad or worse in the proposed scheme as it is existing.

2. Regarding the area mentioned in 1 above, this area is considerably reduced in width compared to the existing and with your proposed parking layout it is inevitable that cars will overhang the new sidewalk and undermine the safe walking route that is intended. Vehicle access/exit will also be more difficult with the increased possibility of cars backing over the new sidewalk.
3. A Landscape Plan showing the details of the proposed landscaping is required, including restoration of the disturbed areas, tree planting (eg behind 69-71 State Street) and planting in the unpaved areas such as near the entrance and in the area by the barrier-free spaces.
4. It is unclear from the submitted information exactly what design of lamp is proposed; please send in the 2 actual designs proposed with descriptive information/catalog extracts. You may want to ensure these meet historic preservation requirements before sending in further information. We also need to have information on the lighting levels at the lot perimeter to establish whether there is any impact on adjacent properties or any possible visual distraction to motorists.
5. Some details may be required to be amended during historic preservation review, such as the chain link fencing which appears to remain prominent next to the widened access road, and the proposed tubular railings along the new sidewalk.

There are a number of other detailed points which we can discuss with you and/or Mr. Forgione once you have provided the additional information outlined above. Item 1 above is the most fundamental and I will let you know the position as soon as possible.

Please feel free to telephone me at (207) 874 8728 if you would like to discuss any of these matters.

Yours truly,

  
Jean Fraser  
Planner

Cc Anthony Forgione (applicant)  
City of Portland Traffic Engineer (T Errico)  
City of Portland Historic Preservation Manager (D Andrews)

(Application ID No: 2005-0231)



# PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life [www.portlandmaine.gov](http://www.portlandmaine.gov)

Planning and Development Department  
Lee D. Urban, Director

Planning Division  
Alexander Jaegerman, Director

*faxed 19<sup>th</sup> Oct as  
she had not recd*

October, 18<sup>th</sup> 2005

*FILE  
COPY  
assent*

Rachel Sunnell, RLA  
Gawron Turgeon Architects  
29 Black Point Road  
Scarborough ME 04074-9358

Dear Ms. Sunnell,

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South Commons Parking Lot @ Seventy Five State Street**

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sidewalk, which appears to be as bad or worse in the proposed scheme as it is existing.

2. Regarding the area mentioned in 1 above, this area is considerably reduced in width compared to the existing and with your proposed parking layout it is inevitable that cars will overhang the new sidewalk and undermine the safe walking route that is intended. Vehicle access/exit will also be more difficult with the increased possibility of cars backing over the new sidewalk.
3. A Landscape Plan showing the details of the proposed landscaping is required, including restoration of the disturbed areas, tree planting (eg behind 69-71 State Street) and planting in the unpaved areas such as near the entrance and in the area by the barrier-free spaces.
4. It is unclear from the submitted information exactly what design of lamp is proposed; please send in the 2 actual designs proposed with descriptive information/catalog extracts. You may want to ensure these meet historic preservation requirements before sending in further information. We also need to have information on the lighting levels at the lot perimeter to establish whether there is any impact on adjacent properties or any possible visual distraction to motorists.
5. Some details may be required to be amended during historic preservation review, such as the chain link fencing which appears to remain prominent next to the widened access road, and the proposed tubular railings along the new sidewalk.

There are a number of other detailed points which we can discuss with you and/or Mr. Forgione once you have provided the additional information outlined above. Item 1 above is the most fundamental and I will let you know the position as soon as possible.

Please feel free to telephone me at (207) 874 8728 if you would like to discuss any of these matters.

Yours truly,



Jean Fraser  
Planner

Cc Anthony Forgione (applicant)  
City of Portland Traffic Engineer (T Errico) (by hand)  
City of Portland Historic Preservation Manager (D Andrews) (by hand)

(Application ID No: 2005-0231)



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life*® [www.portlandmaine.gov](http://www.portlandmaine.gov)

Finance Department  
Ellen Sanborn, Director

## *KeyBank Annex A Reduction Certificate*

January 23, 2009

KeyBank National Association  
Standby Letter of Credit Services  
Mail Code OH-01-51-0435  
4910 Tiedeman Road  
Cleveland, OH 44144

Re: Seventy-Five State Street, Portland, Maine  
Letter of Credit No. S311327 dated May 2, 2006

The undersigned hereby certifies that KeyBank National Association is hereby authorized to reduce the above-referenced Standby Letter of Credit by \$61,200.00 (Sixty One Thousand Two Hundred Dollars and Zero Cents), to a new total amount of \$.00 (Zero).

Please find enclosed the original letter of credit for your files. If you require any further information, please let me know.

Sincerely,

Ellen Sanborn  
Finance Director

ES:mmma

cc: Barbara Barhydt, Development Review Services Manager  
Philip DiPierro, Development Review Coordinator



# PORTLAND, MAINE

*Strengthening a Remarkable City, Building a Community for Life*  
[www.portlandmaine.gov](http://www.portlandmaine.gov)

Planning and Urban Development  
Penny St. Louis Littell, Director

Planning Division  
Alexander Jaegerman, Director

**TO:** Ellen Sanborn, Finance Department  
**FROM:** Alexander Jaegerman, Planning Division Director  
**DATE:** January 16, 2008  
**SUBJECT:** Request for Release of Defect Guarantee  
Seventy-Five State Street, 75 State Street  
(ID# 2005-0231      Lead CBL# 044 G 001001)

Please release the Letter of Credit account #S311327 dated May 4, 2006 for the site improvements at the Seventy-Five State Street project at 75 State Street.

Remaining Balance      \$ 61,200.00

Approved:

Alexander Jaegerman  
Planning Division Director

cc: Philip DiPierro, Development Review Coordinator

# 2005-0231

Anthony Forgione

75 State Street

772-2896

June 8, 2006

Jay Reynolds

1

Anthony,

At the request of Risbara Construction, the City inspected the site work at 75 State Street. The work looks good. The following are items that need to be completed (as of June 5):

1. Pole installation.
2. Removal of security lights (after pole installation).
3. Casco trap (in catch basin) installation.
- 4. Landscaping installation.
5. Park bench submittal to City\*\*, and installation of bench. \*\*Attached is the recommended bench type for historic districts.
- 6. Striping the triangular area near rear exit of 69-71 State building.
7. Repair of new parking stall sign that was knocked over.

Feel free to call if you have any questions, thanks.

Sincerely,

Jay Reynolds  
Development Review Coordinator

MODE = MEMORY TRANSMISSION

START=JUN-09 11:22

END=JUN-09 11:23

FILE NO.=357

STN NO.	COMM.	ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	6	97722896	003/003	00:00:47

-CITY OF PORTLAND -

\*\*\*\*\* -PLANNING DEPT. - \*\*\*\*\* 2077568258-\*\*\*\*\*

City of Portland  
 Department of Planning and Development  
 Planning Division  
 389 Congress Street, 4<sup>th</sup> Floor  
 Portland ME 04101  
 (207)874-8721 or (207)874-8719  
 Fax: (207)756-8258



FAX

To: Anthony Forgione

Company: 75 State Street

Fax #: 772-2896

Date: June 8, 2006

From: Jay Reynolds

You should receive 3 page(s) including this cover sheet.

Comments:

Anthony,

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Feel free to call if you have any questions, thanks.

Sincerely,

Jay Reynolds  
 Development Review Coordinator

City of Portland  
Department of Planning and Development  
Planning Division  
389 Congress Street, 4<sup>th</sup> Floor  
Portland ME 04101  
(207)874-8721 or (207)874-8719  
Fax: (207)756-8258



**FAX**

---

**To:** Anthony Forgione

**Company:** 75 State Street

**Fax #:** 772-2896

**Date:** June 8, 2006

**From:** Jay Reynolds

You should receive 2 page(s) including this cover sheet.

---

**Comments:**

Anthony,

At the request of Risbara Construction, the City inspected the site work at 75 State Street. The work looks good. The following are items that need to be completed (as of June 5):

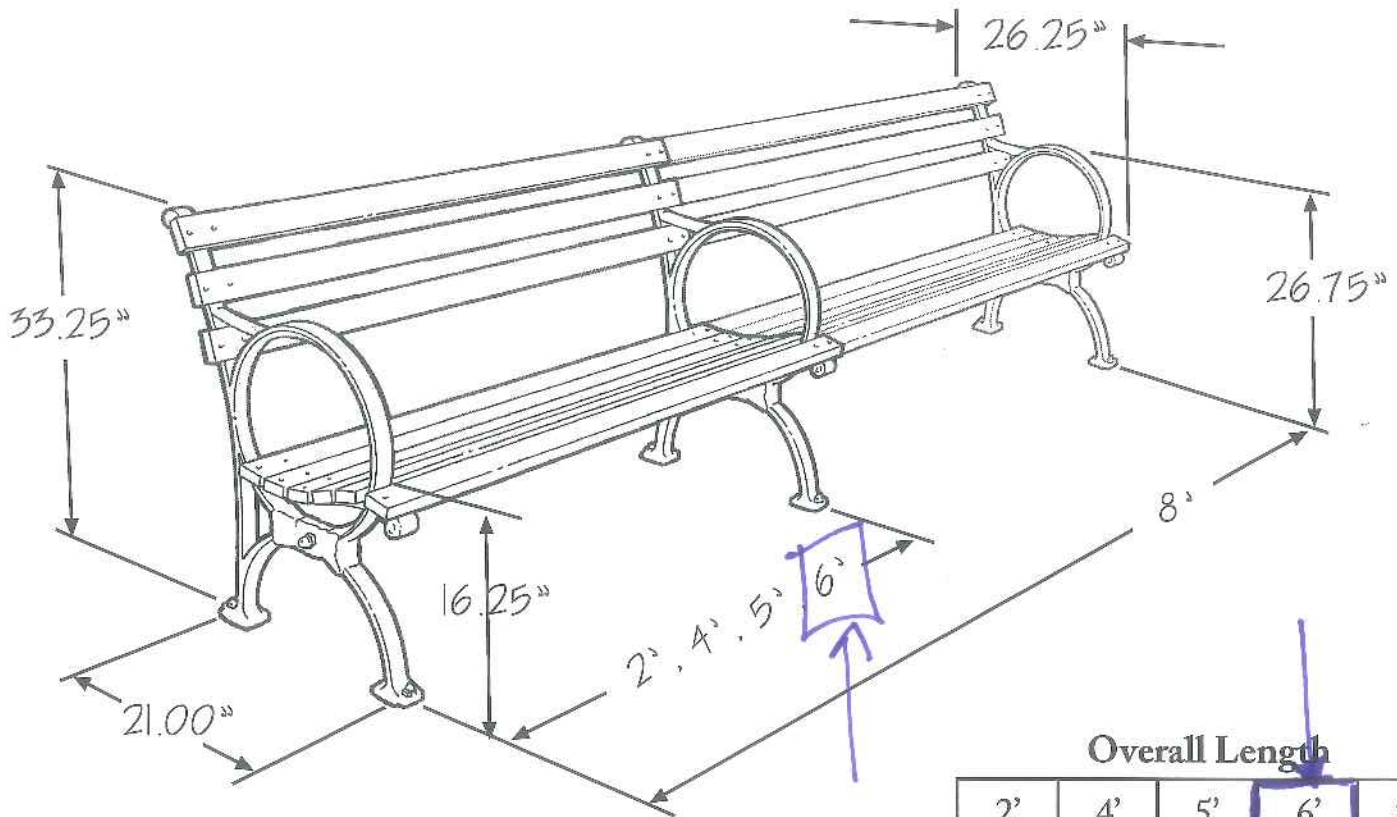
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Feel free to call if you have any questions, thanks.

Sincerely,

Jay Reynolds  
Development Review Coordinator

# BENCH MODEL B-16



**Overall Length**

2'	4'	5'	6'	8'
23.00"	47.00"	59.00"	71.00"	95.00"

These are nominal dimensions and should not be used to set anchor bolts.

## PERSONALIZATION

We have numerous ways of incorporating your special message or logo onto our products. Please refer to our brochure for available options.

## MISCELLANEOUS

All benches are shipped unassembled (KD).

## NOTES:

## DIMENSIONS

Overall Height: 33.25" - Overall Depth: 26.25"

Arm Height: 26.75" - Seat Height: 16.25"

Tie-down: .50" wide slot for a .38" dia. anchor bolt.

## MATERIAL & FINISHES

CASTINGS: Cast Gray Iron

FINISHES: Polyester powder coat. Standard colors are:

- Deep Black
- Bench Green
- Other

WOOD SLATS: Ipe.

WOOD FINISH: Optional one coat clear wood preservative, factory applied.

HARDWARE: 1/4" Carriage bolts, washers, and nuts. Anchor bolts: .38" dia. (optional)

# Titan

56 Winthrop Street

Concord, MA 01742 USA

Tel. 800-378-3080 • Fax 978-369-4472

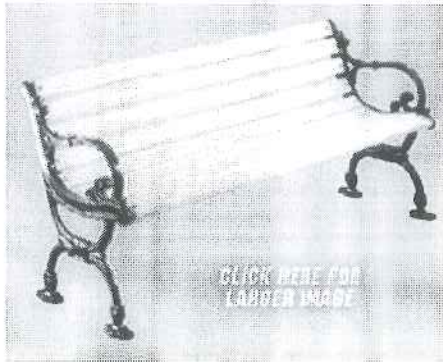
E-Mail: info@americantitan.com

**1-800-378-3080**

You Are Here: [Home](#) > [Products](#) > [Benches](#) > [Faneuil Hall Bench B-76](#)

## Faneuil Hall Bench

Model B-76



# BENCHES

B-76 Faneuil Hall Bench				
Length:	4 Ft	5 Ft	6 Ft	8 Ft
Weight:*	186 lbs	201 lbs	216 lbs	316 lbs
Construction:	Cast Iron			
Finish:	TGIC polyester powder coating. <u>Black (std)</u> . Green or custom colors additional charge.			
Seating Surface:	Ipe Wood (std). Or optional recycled plastic.			
Overall Height:	29.75"			
Overall Depth:	14.50"			

**DOWNLOAD  
SPEC SHEET  
PDF FORMAT**

**BE CONTACTED  
BY TITAN ABOUT  
THIS PRODUCT**

Choose an option here  
~ or ~  
View a different bench by  
choosing one below:

\*Weights shown are with standard wood

This is Bench 8 of 9  
[<Prev](#) - [1](#) - [2](#) - [3](#) - [4](#) - [5](#) - [6](#) - [7](#) - [8](#) - [Next](#)>

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6. SITE LIGHTING	_____	_____	_____	3	\$3,500	\$10,500
7. EROSION CONTROL	_____	_____	_____	1	\$2,500	\$2,500
Silt Fence	_____	_____	_____	_____	_____	_____
Check Dams	_____	_____	_____	_____	_____	_____
Pipe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	_____	_____	_____
Geotextile	_____	_____	_____	_____	_____	_____
Hay Bale Barriers	_____	_____	_____	_____	_____	_____
Catch Basin Inlet Protection	_____	_____	_____	_____	_____	_____
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING	_____	_____	_____	1	\$2,500	\$2,500
(Attach breakdown of plant materials, quantities, and unit costs)	_____	_____	_____	_____	_____	_____
10. MISCELLANEOUS	_____	_____	_____	_____	_____	_____
TOTAL:	_____	_____	_____	_____	\$61,200	_____
GRAND TOTAL:	_____	_____	_____	_____	\$61,200	_____

OK 5-3-06  
JR

INSPECTION FEE (to be filled out by the City)

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 2.0% of totals:	_____	_____	1,224.00
or			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	JR
(name)	(name)	(name)	



KEYBANK NATIONAL ASSOCIATION  
STANDBY LETTER OF CREDIT SERVICES  
MAIL CODE: OH-01-51-0435  
4910 TIEDEMAN ROAD  
CLEVELAND, OHIO 44144-2338  
TEL NO: 216-813-3698, -3701, -3713  
FAX NO: 216-813-3719

MARCH 27, 2007

CITY OF PORTLAND  
PLANNING DIVISION - 4TH FLOOR  
389 CONGRESS STREET  
PORTLAND, ME 04101

\*\*\*\* NOTICE OF NON-RENEWAL \*\*\*\*

OUR PRE CONVERSION STANDBY LETTER OF CREDIT NO:

RE: OUR STANDBY LETTER OF CREDIT NUMBER S311327 DATED MAY 04,  
2006

ACCOUNT PARTY: SEVENTY-FIVE STATE STREET

THE ABOVE REFERENCED LETTER OF CREDIT WAS ISSUED WITH THE  
CONDITION THAT IT BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT  
FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS WE NOTIFY  
YOU IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.

WE HEREBY NOTIFY YOU THAT WE ELECT NOT TO EXTEND THIS CREDIT FOR  
ANY ADDITIONAL PERIOD AND THEREFORE, THIS CREDIT WILL EXPIRE IN  
FULL WITH OUR CLOSE OF BUSINESS ON JUNE 15, 2007.

  
AUTHORIZED SIGNATURE

CC: SEVENTY-FIVE STATE STREET  
75 STATE STREET  
PORTLAND, ME 04101

See map 39

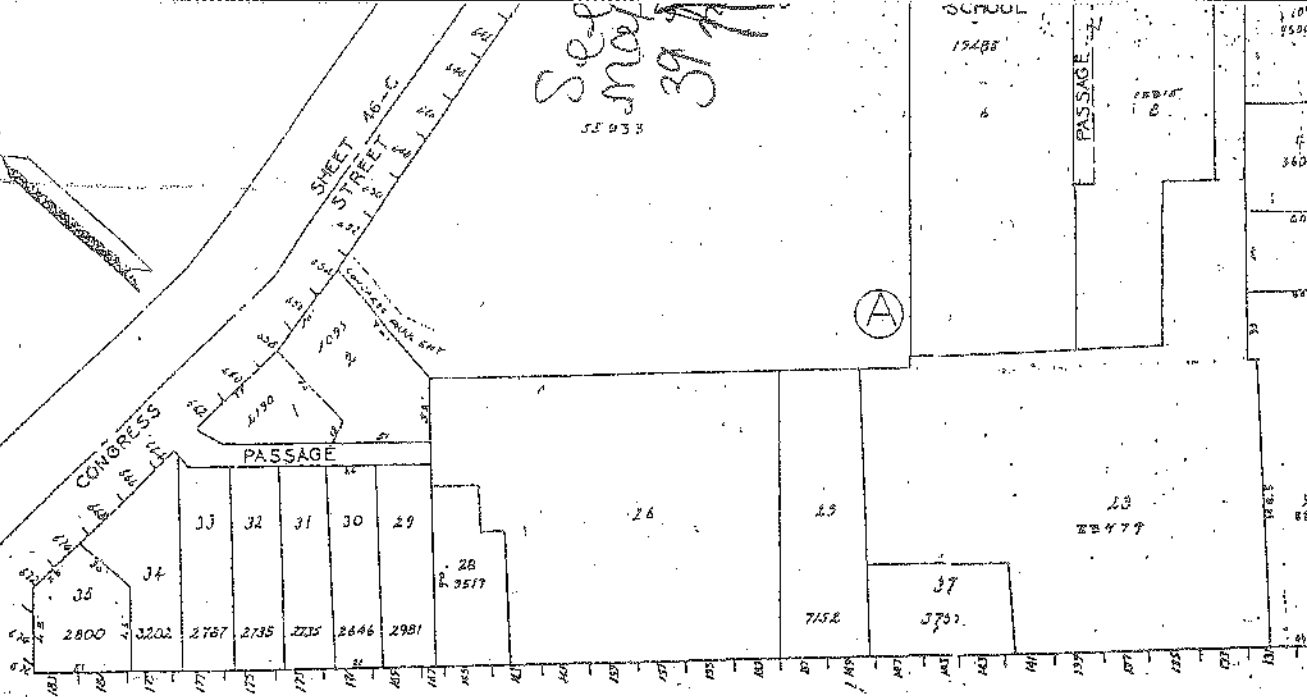
55953

15488

PASSAGE

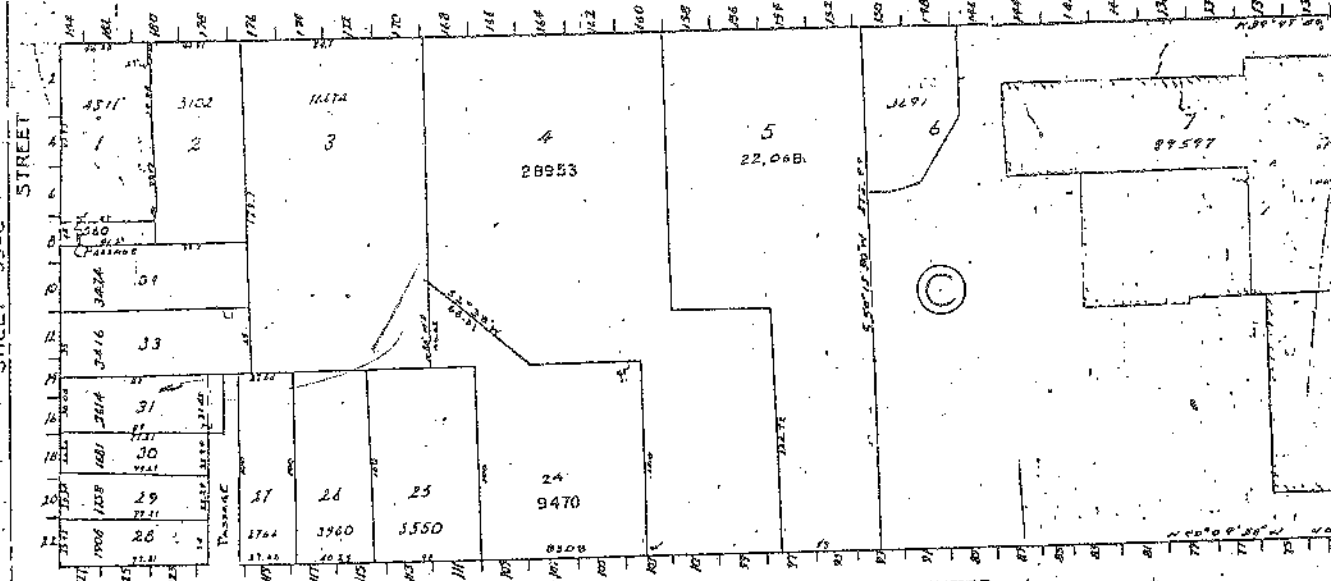
FEET

(A)

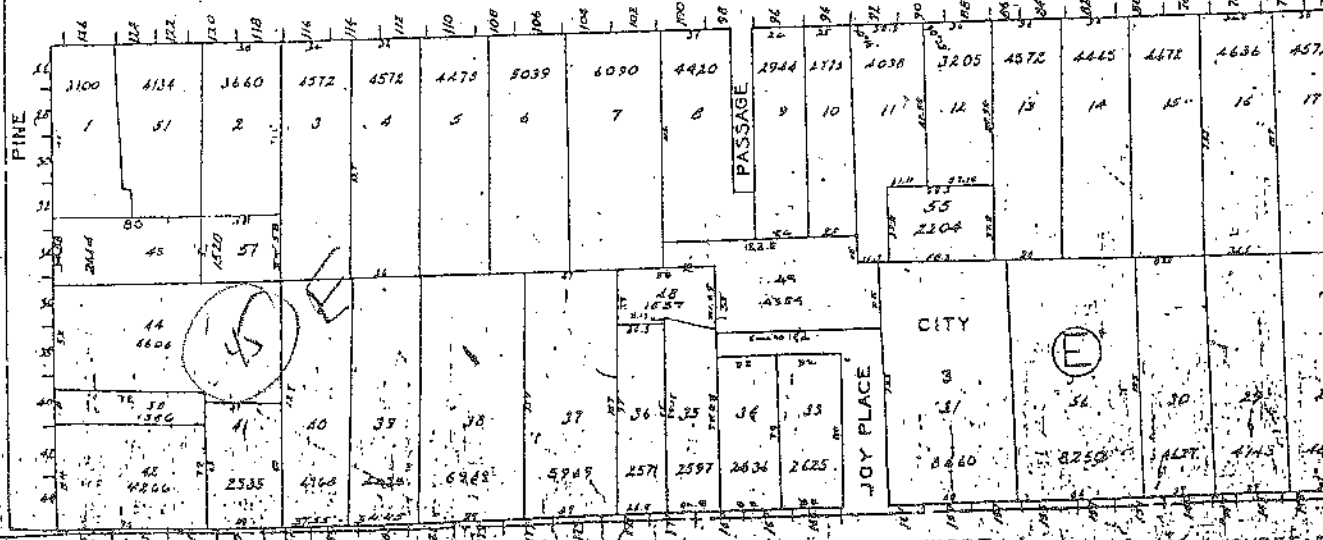


STATE

SHEET 55-C



WINTER



CITY

JOY PLACE

(E)

