

**45-E-42
40-44 Pine Street
West End Place
Redfern**

#2012-612

Applicant's Submittal

**Applicant's Submittal (Att. A)
Dated 10-15-12**



P.O. Box 8816
Portland, ME 04104
Office: 207-221-5746
Fax: 207-221-2822

October 15, 2012

City of Portland
Planning Division
389 Congress Street, 4th Floor
Portland, ME 04101

Re: West End Place/Preliminary Site Plan Application, Pine

Dear Sir or Madam:


Redfern LWS LLC is pleased to submit the attached Level III Preliminary Site Plan Application. The detailed proposal herein contemplates a mixed use building on the Northeast corner of Pine and Brackett Streets. The building would contain 2 ground level retail suites, 39 residential apartments on floors 2 -4 and 34 ground level parking spaces. As we describe in the application, we believe that the proposal is very consistent with the principals of "smart growth" as outlined in the City's comprehensive plan.

Please do not hesitate to contact us or any of our project consultants to discuss this application. We appreciate your consideration of our proposal.

Sincerely,



Jonathan Culley
Redfern LWS LLC



Paul Peck
Paul Peck
Redfern LWS LLC

PROJECT NAME: West End Place

PROPOSED DEVELOPMENT ADDRESS:
40 Pine St., 183-189 Brackett Street

PROJECT DESCRIPTION:
New Construction of mixed-use building containing 2 ground floor retail suites
and 39 residential apartments on Floors 2-4.

CHART/BLOCK/LOT: 45-E-39,40,41,42,50 PRELIMINARY PLAN 10/13/2012 (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant's Contact for electronic plans
Name: Ryan Senatore
e-mail: ryan@senatorearchitecture.com
work # 207-650-6414

Applicant – must be owner, Lessee or Buyer Name: Jonathan Culley Business Name, if applicable: Redfern LWS LLC Address: P.O. Box 8816 City/State: Portland, ME Zip Code: 04104	Applicant Contact Information Work # 207-221-5746 (prefer cell) Home# Cell # 207-776-9715 Fax# 207-221-2822 e-mail: jonathan@redfernproperties.com
Owner – (if different from Applicant) Name: Address: City/State: Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Address: City/State: Zip Code:	Agent/Representative Contact information Work # Cell # e-mail:
Billing Information Name: Redfern LWS LLC Address: P.O. Box 8816 City/State: Portland, ME Zip Code: 04104	Billing Information Work # See Applicant Cell # Fax# e-mail:



APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews)</p> <p><input checked="" type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> - Notices (\$.75 each) - Legal Ad (% of total Ad) - Planning Review (\$40.00 hour) - Legal Review (\$75.00 hour) <p>Third party review is assessed separately.</p>	<p>Fees Paid (office use)</p> <p>_____ _____ _____ _____ _____ _____ _____</p>	<p>Other Reviews (check applicable reviews)</p> <p>____ Traffic Movement (\$1,000) ____ Stormwater Quality (\$250) ____ Subdivisions (\$500 + \$25/lot) # of Lots ____ x \$25/lot = _____ ____ Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ____ x \$200/lot = _____</p> <p>____ Other _____ ____ Change of Use ____ Flood Plain ____ Shoreland ____ Design Review ____ Housing Replacement <input checked="" type="checkbox"/> Historic Preservation</p>	<p>Fees Paid (office use)</p> <p>_____ _____ _____ _____</p>
<p>Plan Amendments (check applicable reviews)</p> <p>____ Planning Staff Review (\$250) ____ Planning Board Review (\$500)</p>	<p>Fees Paid (office use)</p> <p>_____ _____</p>		

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Submissions shall include one (1) paper packet with folded plans containing the following materials:


1. **One (1) full size set of plans** that must be **folded**.
2. One (1) copy of all written materials as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
6. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

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 as 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 Planning Authority and Code Enforcement'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 codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 10/15/2012
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PROJECT DATA

(The following information is required where applicable, in order complete the application)

Total Site Area	17,388 sf (0.40 acres)
Proposed Total Disturbed Area of the Site	17,388 sf (0.40 acres) sq. ft.
<small>(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland)</small>	
IMPERVIOUS SURFACE AREA	
• Proposed Total Paved Area	Building and Pavement 14,988 sq. ft.
• Existing Total Impervious Area	17,388 sq. ft.
• Proposed Total Impervious Area	14,988 sq. ft.
• Proposed Impervious Net Change	-2,400 sq. ft.
BUILDING AREA	
• Proposed Building Footprint	First floor area 3,329 sq. ft.
• Proposed Building Footprint Net change	940 sq. ft.
• Existing Total Building Floor Area	2,389 sq. ft.
• Proposed Total Building Floor Area	39,088 sf plus 8,815 covered parking sq. ft.
• Proposed Building Floor Area Net Change	36,699 sq. ft.
• New Building	Yes (yes or no)
ZONING	
• Existing	B1 Neighborhood Business Zone
• Proposed, if applicable	B1 Neighborhood Business Zone
LAND USE	
• Existing	Retail, Residential and Parking
• Proposed	Retail, Residential and Parking
RESIDENTIAL, IF APPLICABLE	
• Proposed Number of Affordable Housing Units	(0) Zero
• Proposed Number of Residential Units to be Demolished	(1) One
• Existing Number of Residential Units	(1) One
• Proposed Number of Residential Units	(39) Thirty Nine
• Subdivision, Proposed Number of Lots	(1) One
PARKING SPACES	
• Existing Number of Parking Spaces	(45-50) Forty Five to Fifty
• Proposed Number of Parking Spaces	(34) Thirty Four
• Number of Handicapped Parking Spaces	(2) Two
• Proposed Total Parking Spaces	(34) Thirty Four
BICYCLE PARKING SPACES	
• Existing Number of Bicycle Parking Spaces	(0) Zero
• Proposed Number of Bicycle Parking Spaces	(14) Fourteen on site
• Total Bicycle Parking Spaces	(14) Fourteen on site
ESTIMATED COST OF PROJECT	
	\$5 million

**General Submittal Requirements – Preliminary Plan (Optional)
Level III Site Plan
Preliminary Plan Phase Check list (if elected by applicant)**

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Completed application form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Application fees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of project
<input checked="" type="checkbox"/> Separate Cover	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Copies of required State and/or Federal permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards, where applicable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Traffic analysis (may be preliminary, in nature, during the preliminary plan phase).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of significant natural features located on the site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of project's consistency with related city master plans.
<input checked="" type="checkbox"/> For Review	<input type="checkbox"/>	1	Neighborhood Meeting Material (refer to page 13 of this application.)
Applicant Checklist	Planner Checklist	Number of Copies	Site Plan Submittal Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Preliminary Site Plan including the following: (*information provided may be preliminary in nature during preliminary plan phase):
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (preliminary layout).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, transit infrastructure, roadway improvements).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary stormwater management and erosion control plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed alterations to and protection measures for significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).

PURCHASE AND SALE AGREEMENT - LAND ONLY

Offer Date May 14, 2012

Effective Date Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between LWS INVESTMENTS, LLC ("Buyer") and [redacted] ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 22 for explanation) the property situated in municipality of PORTLAND County of CUMBERLAND, State of Maine, located at 40 Pine St / 189-191 BRACKETT ST and described in deed(s) recorded at said County's Registry of Deeds Book(s) 23320, Page(s) 178

M.C.
5-16-2012

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ [redacted] Buyer has delivered; or will deliver to the Agency within 2 days of the Offer Date, a deposit or earnest money in the amount of \$ 10,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ [redacted] will be delivered [redacted]. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY/ACCEPTANCE: HARBORVIEW PROPERTIES, INC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 15, 2012 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 8/9/2012 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) [redacted]. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2012 Page 1 of 4 - P&S-LO Buyer(s) Initials [Signature] Seller(s) Initials MC
Flynn & Company, Inc. 372 Cottage Road South Portland, ME 4106
Phone: (207) 767-0022 Fax: [redacted] Jeremy Ryan

Produced with zipform® by zipLogix 19070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com
* 045 E042 / 045 E041 / 045 E05 / 40 Pine St MA
* Acceptance
50
x MC
5-16-2012
[Signature]

psck

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURE APPROVALS Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: See Addendum #1 and 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	54	BUYER	BUYER

Further specifications regarding any of the above: none 5/16/12

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

January 2012

Page 2 of 4 - R2S-LO

Buyer(s) Initials

[Handwritten initials]

Seller(s) Initials

MC

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Richard Murphy Jean (013858) of HARBORVIEW PROPERTIES (2463)
 Licensee (MES ID) Agency (MES ID)

is a Seller-Agent Buyer-Agent Disc-Dual Agent Transaction Broker

JEREMY BENN (014586) of JOE FLYNN REAL ESTATE (2712)
 Licensee (MES ID) Agency (MES ID)

is a Seller-Agent Buyer-Agent Disc-Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x-days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 3:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 3:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: SELLER TO PROVIDE BUYER WITHIN 7 DAYS OF SELLER SIGNING THIS AGREEMENT ALL INCOME AND EXPENSE INFORMATION CONCERNING THE PROPERTY FOR THE LAST 48 MONTHS, ALL SURVEYS, ENVIRONMENTAL REPORTS, LETTERS TO AND FROM ANY NEIGHBORS, THE CITY OF PORTLAND OR ANYONE ELSE SENT OR RECEIVED IN THE LAST 48 MONTHS.

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: Yes Explain: SEE ADDENDUM #1 and #2 No

Buyer's Mailing address is PO BOX 7993, PORTLAND, ME 04112

BUYER [Signature] 05/14/2012 DATE BUYER _____ DATE _____
LWS INVESTMENTS, LLC BY [Signature]

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

SELLER [Signature] 5-16-2012 DATE SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and this offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter-offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____

DATE

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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[Handwritten initials]

Addendum 4

Addendum to Purchase and Sale Agreement dated May 14, 2012 (hereinafter "the Contract") between Clarke Properties, Inc. and Merle Clarke (hereinafter "seller") and LWS Investments, LLC (hereinafter "buyer") regarding property located at 189-191 Brackett Street and 40 Pine Street Portland.

Per Addendum 3, Item 5: Buyer hereby assigns the contract to Redfern LWS, LLC. Seller hereby consents to the assignment.

Redfern LWS, LLC hereby agrees to be bound by the terms and conditions of the May 14, 2012 Purchase and Sale Agreement as modified by the Addendums.

Signed, Sealed, and Delivered in the presence of:

Clarke Properties, Inc.
M. W. Clarke dated: 10/18/12
By: Merle W. Clarke
Its:

LWS Investments, LLC
[Signature] dated: 9/20/12
By: Paul Peck
Its: [Signature]

M. W. Clarke dated: 10/18/12
Merle W. Clarke

Redfern LWS, LLC
[Signature] dated: 9/20/12
By: [Signature]
Its: [Signature]

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT made as of this 11 day of June, 2012 by and between Daniel W. Stevens and John R. Jordan, with a mailing address of: 64 Eastern Promenade, Portland, Maine 04101, (the "Seller") and Redfern - LWS, LLC of Portland, Maine (the "Buyer").

WHEREAS, the parties desire to enter into this Agreement for the purchase and sale of certain real estate identified below, in accordance with the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES.** Seller agrees to sell and Buyer agrees to buy the land, building(s) and improvement(s) situated at 183 Brackett Street, Portland, Maine, and more particularly described on Exhibit A attached hereto, together with any fixtures and other items of real property situated thereon (collectively the "Premises"), described as follows:

(Municipal Reference: Tax Map 045 / Lot 39-40)

(Title Reference: Book 12401 / Page 001 in the Cumberland County Registry of Deeds)

(a) **Personal Property.** No items of personal property are included with the Premises. All personal property shall be removed from the property prior to closing. Any personal property left on the Premises following closing shall be deemed abandoned and of no value and may be disposed of at Buyer's discretion, and any bills associated with the disposal shall be paid by the Seller. Except as otherwise set forth in this paragraph, Buyer and Seller agree that no portion of the Purchase Price, defined below, shall be attributable to any personal property.

(b) **Fixtures.** All fixtures are to be included in this sale, including any existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical and light fixtures, and appliances.

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of [REDACTED] (the "Purchase Price") payable as follows:

(a) **Deposit.** The sum of Ten Thousand Dollars (\$10,000.00) (the "Deposit") shall be deposited with Escrow Agent within two (2) days of the effective date of this Agreement ("Escrow Agent") as an earnest money deposit to be credited against the purchase price at the closing. Seller's attorney shall act as Escrow Agent.

(b) **Cash at Closing.** The balance of the purchase price, [REDACTED] shall be paid by certified check or bank cashier's check at the closing.

3. **TITLE.** Seller shall convey the Premises to Buyer at the closing by warranty deed, free and clear of all liens and encumbrances except customary utility easements of record which do not adversely affect the use of the Premises. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed thirty (30) days from Buyer's notice to Seller thereof (the "Cure Period"), in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within the Cure Period, or in the event that Seller elects not to remedy same, the Deposit shall be returned to Buyer and this Agreement will terminate. Notwithstanding any of the foregoing, Buyer may, at Buyer's option, elect to close regardless of the existence of any such defects, by providing Seller with written notice of such election within ten (10) days following the expiration of the Cure Period.

4. **CLOSING.** The closing of this transaction shall take place on or before, at buyer's election, [REDACTED] (the "Closing Date"), at 10:00 a.m./p.m., local time, at the following location: Buyer's Attorney's office or, if the Buyer and the Seller shall mutually agree in advance, at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises with full Warranty Covenants.

4.1 **Option to Extend.** Buyer shall have the right to extend the closing date by [REDACTED], provided it furnishes Escrow Agent an additional deposit of [REDACTED].

5. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.**

(a) The following items shall be prorated as of the transfer of parking and rental income, if any, title: fuel oil; rent; association fees; and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller;

- (b) The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.
- (c) The recording fee for the deed of conveyance and any expenses related to any mortgage which Buyer may grant to a lender in connection with this transaction shall be paid for by Buyer.
- (d) A portion of the purchase price shall be withheld by Buyer at closing if required by 36 M.R.S.A. § 5250-A.
- (e) Seller agrees to pay \$0 towards purchaser's closing costs.

6. POSSESSION. Seller shall deliver possession of the Premises to Buyer at the closing, free of all personal property, leases, tenancies or occupancies by any person, unless otherwise agreed to in writing by Buyer and Seller.

7. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE.

(a) All risk of loss to the Premises and said personal property prior to the closing shall be on Seller, and Seller shall keep the same insured against fire and other extended coverage risks until the closing.

(b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the reasonable opinion of Buyer, substantially damaged, Buyer may either (i) terminate this Agreement and receive back the Deposit, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same.

8. BUYER INSPECTION. Buyer or its agents may enter the Premises at all reasonable times prior to the closing in order to inspect the same. Buyer may conduct a walk through inspection of the Premises within 24 hours prior to the Closing Date to determine whether the Premises meet the conditions herein. Buyer's inspection of the Premises, pursuant to this paragraph, shall not be deemed a waiver of any of the representations and warranties made by Seller hereunder.

9. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of Buyer to close is subject to the following conditions:

(i) Due Diligence. Buyer shall have 90 days from the effective date to obtain confirmation, satisfactory to Buyer, that the property will accommodate its proposed development and that there are no environmental concerns. If Buyer is not so satisfied, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified time period and any earnest money shall be returned to Buyer. If Buyer does so notify Seller within the time period set forth above, this contingency is waived by Buyer. Seller, upon 24 hours advance notice, shall allow any and all environmental testing of the property provided any property disturbance is repaired.

~~(ii) Seller to provide Buyer within ten days of the effective date the following:~~

- ~~i. All letters, notices, faxes and emails sent to or received from the City of Portland within forty-eight (48) months from the effective date;~~
- ~~ii. All letters, notices, faxes and emails sent to or received from any person, entity or organization within forty-eight (48) months from the effective date;~~
- ~~iii. All letters, notices, faxes and emails sent to or received from any state or federal agency or department within forty-eight (48) months from the effective date;~~
- ~~iv. All surveys of the Premises;~~
- ~~v. Any and all environmental reports and/or findings concerning the Premises;~~
- ~~vi. Any and all reports, letters, memorandums or communications concerning any hazardous conditions concerning the Premises including, but not limited to, environmental concerns;~~
- ~~vii. Any and all soil surveys of the Premises; and~~
- ~~viii. Any and all title policies and reports concerning the Premises.~~

10. DEFAULT: REMEDIES. In the event of default by Seller, Buyer shall have all remedies available at law and equity. In the event that Buyer defaults in the performance of its obligations under this Agreement, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.

11. BROKERAGE.

There is no real estate broker involved in this transaction

12. OFFER AND ACCEPTANCE. This Agreement when submitted to Seller with Buyer's Deposit shall constitute an offer which must be accepted by Seller within two (2) days or expire by its terms, time being of the essence.
13. DISPUTE. Any dispute or claim arising from or relating to this Agreement or the Premises shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, which shall take place in Portland, Maine. This clause shall survive the closing.
14. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there is no existing violation of any environmental law, ordinance, or regulation applicable to the Premises, including without limitation any violation concerning hazardous, toxic, or waste substances or materials on the Premises.
15. MISCELLANEOUS.
- (a) Time. Time is of the essence of this Agreement.
- (b) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, to the address set forth in the first paragraph of this Agreement, unless otherwise indicated as follows:
- TO SELLER: _____
- TO BUYER: _____
- Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.
- (c) Effective Date. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within X days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.
- (d) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein.
- (e) Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of Seller and Buyer.
- (f) Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (g) Authorization. The parties authorize the disclosure of the terms of this Agreement to any attorney, title company, appraiser, lender, insurance agent, inspector, municipal officer, or other person(s) who may facilitate the closing of this transaction.
- (h) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders.
- (i) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.
- (j) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
- (k) Venue and Jurisdiction. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Cumberland, State of Maine.
- (l) Amendments. This Agreement shall not be amended except by written instrument executed by Seller and Buyer.
- (m) Assignment. This Agreement shall not be assigned by Seller except with the written consent of Buyer.

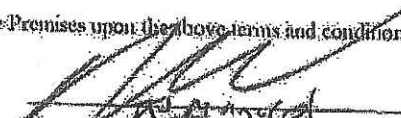
(n) Survival. The parties' obligations under Section 14 of this Agreement shall survive the closing of the purchase and sale of the Premises.

(o) Addendum(s) or Attachment(s): None

(p) Other Terms or Conditions: None

BY signing below, the Buyer(s) agree to purchase the Premises upon the above terms and conditions in this Agreement.

6/7/12
DATE 6/7/12



Buyer/Print Name: _____ Soc. Sec. # _____

DATE

Buyer/Print Name: Frankie C. King Soc. Sec. # _____

BY signing below, the Seller accepts the offer of the Buyer(s) and agrees to sell and deliver the premises upon the above terms and conditions in this Agreement.

6/7/12
DATE 6-7-12

 John Jackson
Seller/Print Name: _____ Soc. Sec. # _____
OWB DAN STEVENS
Seller/Print Name: _____ Soc. Sec. # _____

AGREEMENT OF ESCROW AGENT Escrow Agent by executing this Agreement agrees to hold the Deposit in a/an [] interest [] non-interest bearing bank account to be disbursed in accordance with the terms of this Agreement.

DATE

Escrow Agent/Print Name: _____

WRITTEN STATEMENTS
PRELIMINARY SITE PLAN APPLICATION REVIEW
WEST END PLACE
PORTLAND, MAINE
OCTOBER 9, 2012

- General Summary of Existing and Proposed Easement or Other Burdens

The boundary and existing conditions survey prepared by Nadeau Land Surveys (dated 8/20/12) indicates an existing Portland Water District easement located adjacent to the existing buildings on-site. The applicant is in the process of confirming that this easement was only for service to the building that will be demolished.

- General Summary of Significant Natural Features Located On Site

To the best of our knowledge, this site has no unusual natural areas, wildlife and fisheries habitats, archaeological sites or other existing significant natural features, as defined in Section 14-526 (b) 1 of the Land Use Code.

- Request for Waivers from Individual Site Plan and / or Technical Standards

We formally request waivers to the following Site Plan Standards (*City of Portland Code of Ordinance Chapter 14 Land Use, June 21, 2012*):

Section 14-332 (a) 3 (a) and (c) – OFF-STREET PARKING – RESIDENTIAL DEVELOPMENTS ON PENINSULA

Section 14-332 (a) 3 (a) states that one (1) parking space is required per residential unit. The ground level parking layout provides 34 parking spaces for the proposed 39 residential units. The proposed layout maximizes parking by combining standard and compact spaces with reduced aisle widths. We request a waiver from the off-street parking standard for five (5) parking spaces.

For Section 14-332 (a) 3 (c), we respectfully request the planning board find the number of proposed parking spaces sufficient for the scope of this project. This section states that leniency by the planning board is possible in the event that a residential project establishes a travel demand management (TDM) program and is in close proximity to public transit. A TDM is in progress for this project and public transit is conveniently located within a ¼ mile of the proposed development.

Section 14-526 (a) 4 (a) (iv) – PARKING

This section states that all parking spaces and aisles shall comply with the dimensional requirements of the City's Technical Manual. Proposed parking spaces (both standard and compact) are consistent with these standards, but proposed aisles are 22' wide, rather than the required 24' width. We believe this width to be adequate because of the anticipated low volume use, assigned parking and infrequent turnover of residential parking spaces. A turning template exhibit is included with this document, indicating that the provided aisle width will work for both standard and compact size vehicles. This configuration of parking and aisle width provides adequate maneuvering room for vehicles, and therefore we request a waiver to the aisle width standards, both as part of the Site Plan and Technical Standards.

Section 14-526 (b) 2 (b) (iii) (a)- LANDSCAPING AND LANDSCAPE PRESERVATION

This section states that 1 street tree per residential unit is required. Currently, there are four (4) existing street trees along Bracket Street and one (1) along Pine Street. Based on the required spacing for new trees of 30 to 45 feet on center, the frontage of this property is not sufficient to meet the requirement. Six (6) new street trees are proposed, as indicated on the Site Plan. We are seeking a waiver from the number of new street trees to be planted on the premise that the spacing and number of trees required for a development of this scope cannot physically fit along the property's frontage.

We formally request waivers to the following Technical Standards (*City of Portland Technical Manual, May 11, 2010*):

1.14. PARKING LOT AND PARKING SPACE DESIGN

This Section indicates that parking lots with more than 10 spaces may be comprised of up to 20% compact parking spaces. On the proposed Site Plan, we are providing a total of 34 parking spaces, 50% (17 spaces) of which are compact. We request a waiver to the Standards to allow the 17 compact spaces.

Parking Lot aisle widths are indicated in Figures I-28 thru I-31 of the Technical Manual. We are providing an aisle width of 22 feet, as stated above, which we believe to be adequate because of the low volume use, assigned parking and infrequent turnover of residential parking spaces. We believe this configuration of parking and aisle width provides adequate maneuvering room for vehicles, and therefore request a waiver to the aisle width Technical Standard, as discussed above.

Summary of Requested Waivers:

- 1. Shortage of 5 parking spaces***
- 2. Reduced parking lot aisle width of 22'***
- 3. Reduced number of street trees to be planted***
- 4. Allow 50% of parking spaces to be for compact vehicles***

- ***Additional Information Regarding the Preliminary Site Plan***

AREA TRANSIT

Greater Portland Metro Bus Route #8 provides bus service to the West End neighborhood. There are stops at the intersection of Congress and State Streets (approximately 1/10 of a mile from the corner of Pine and Brackett Streets) and at the intersection of Pine and West Streets (approximately 400 feet from the corner of Pine and Brackett Streets). These bus stops, as well as the others along the #8 route, are denoted by yellow signs. Due to the extremely close proximity of this site to the established bus route and identified bus stops, we feel public transit is readily accessible from the proposed site. Therefore, no new transit facilities are provided.

BICYCLE PARKING

Bicycle parking is provided, consistent with the City's Technical Standards, for both the residential and retail uses proposed on-site. The 14 bicycle spaces required for 39 residential units are located behind the parking lot. Access will be through the building or overhead garage door. Parking for an additional 4 bicycles is provided in the sidewalk, near the largest proposed retail space. Because the garage will be access-controlled, we feel sidewalk bicycle parking would be most convenient for retail customers.



Greater Portland Transit District

www.gpmetrobus.com • 207-774-0351

Service Changes: Effective week of May 13, 2012

8 Peninsula Loop M8

Casco Bay Ferry Terminal

OUTBOUND		INBOUND			
Departs	Arrives	Whole Foods	Hannaford Plaza	Congress & Forest	Casco Bay Ferry Terminal
6:42	6:48	6:54	7:04	6:46	7:02
7:12	7:18	7:24	7:34	7:12	7:31
7:42	7:48	7:54	8:04	7:42	8:01
8:12	8:18	8:24	8:34	8:12	8:31
8:42	8:48	8:54	9:04	8:42	9:01
9:12	9:18	9:24	9:34	9:12	9:31
9:42	9:48	9:54	10:04	9:42	10:01
10:12	10:18	10:24	10:34	10:12	10:31
10:42	10:48	10:54	11:04	10:42	11:01
11:12	11:18	11:24	11:34	11:12	11:31
11:42	11:48	11:54	12:04	11:42	12:01
12:12	12:18	12:24	12:34	12:12	12:31
12:42	12:48	12:54	1:04	1:12	1:01
1:12	1:18	1:24	1:34	1:42	1:35
1:47	1:53	1:59	2:09	2:17	2:05
2:17	2:23	2:29	2:39	2:47	2:35
2:52	2:58	3:04	3:14	3:22	3:10
3:22	3:28	3:34	3:44	3:52	3:40
3:57	4:03	4:09	4:19	4:27	4:15
4:27	4:33	4:39	4:49	4:57	4:45
5:05	5:11	5:17	5:27	5:35	5:20
5:35	5:41	5:47	5:55	6:00	5:40
6:10	6:14	ends at Franklin Towers	ends at Forest/Congress	6:00	6:10

SATURDAY	
8:00	8:05
8:42	8:49
9:32	9:39
10:22	10:29
11:15	11:22
12:05	12:12
12:55	1:02
1:48	1:55
2:40	2:46
3:33	3:40
4:29	4:36
5:25	5:32
6:19	6:25

NO SUNDAY SERVICE

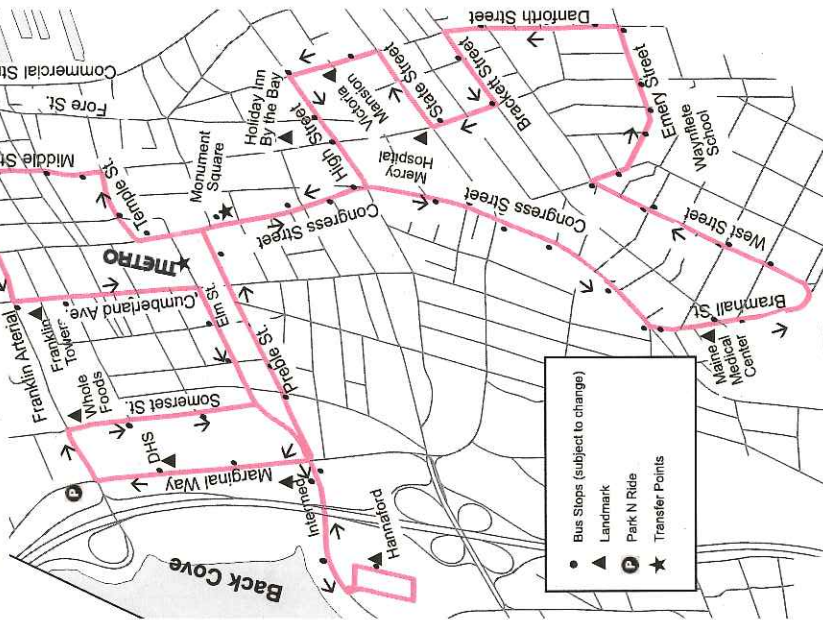
METRO bus travels throughout Portland, Westbrook, Falmouth and the Maine Mall area of South Portland. Connect to Amtrak/DownEast, Concord Coach & Portland Jetport on METRO Route #5.

Regional Monthly Passes (for travel on METRO and South Portland Bus Service) & METRO TenRide Tickets available along this route at: METRO PULSE, Casco Bay Ferry Terminal (day passes also available) and Hannaford supermarket.

May 13, 2012 - Subject to change.

METRO Route #8
For more info:
gpmetrobus.com
207-774-0351

Transfer to METRO Routes #2-#7 at METRO PULSE at Elm St. Transfer to METRO Route #1, South Portland City Bus and Intercity and ZOOM Bus at Monument Square.



A Quick Glimpse at METRO Route #8

Outbound Route #8 leaves Casco Bay Ferry Terminal and travels to Marginal Way and Hannaford Supermarket with several stops along India Street, Cumberland Avenue and Elm Street.

Inbound Route #8 travels to the West End of Portland, Maine Medical Center and Mercy Hospital before heading back to Congress Street via Danforth, State and High Streets.

Jennifer Williams

From: Tom Ridge
Sent: Monday, October 01, 2012 3:42 PM
To: Jennifer Williams
Subject: Re: Bus stop near Pine & Brackett Streets?

In your area, there are yellow signs signifying bus stop locations every few blocks.

Tom Ridge
Asst. Transportation Mgr./Safety Officer
Greater Portland Transit District
207-774-0351
207-310-1889
tridge@gpmetrobus.com

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

From: [Jennifer Williams](mailto:Jennifer.Williams@maine.gov)
To: [Tom Ridge](mailto:Tom.Ridge@maine.gov)
Sent: Monday, October 01, 2012 3:13 PM
Subject: RE: Bus stop near Pine & Brackett Streets?

Thank you, that is very helpful. Are the bus stops in this area are noted with signs or do they have shelters?

Thanks again.

From: Tom Ridge [mailto:tridge@gpmetrobus.com]
Sent: Monday, October 01, 2012 3:06 PM
To: Jennifer Williams
Subject: Re: Bus stop near Pine & Brackett Streets?

Hi Jennifer,

If you are headed to Maine Medical you would need to wait in front of Local 188 at Congress St. and State St.. Heading in the direction of downtown, the nearest stop is at Pine St. and West St. at what is known as the old Butler School. The timepoint on the schedule to follow is the Maine Medical column.
Thank you,

Tom Ridge
Asst. Transportation Mgr./Safety Officer
Greater Portland Transit District
207-774-0351
207-310-1889
tridge@gpmetrobus.com

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

From: [Jennifer Williams](mailto:Jennifer.Williams@maine.gov)
To: tridge@gpmetrobus.com
Sent: Monday, October 01, 2012 2:44 PM
Subject: Bus stop near Pine & Brackett Streets?

Tom –

Could you tell me where the closest bus stop is to the intersection of Pine Street and Brackett Street in the West End? I believe it is bus #8 that goes through that area, but couldn't tell from the map on your website where the closest stop is to that intersection.

Thanks,
Jen

Jennifer R. Williams, EIT
Blais Civil Engineers, PA
207-767-7300
www.BLAISce.com

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**PRELIMINARY STORMWATER MANAGEMENT REPORT
WEST END PLACE
PORTLAND, MAINE
October 9, 2012**

INTRODUCTION

The subject property (the Site) is located at 183-189 Brackett Street in Portland, Maine. This report discusses the Site's existing and proposed hydrologic conditions and the stormwater quality treatment measures that will be implemented to mitigate stormwater impacts from the project. Prior to submitting this report, we met with the City of Portland Engineering Department to discuss the project and approach for stormwater management.

The Site is approximately 17,388± square feet and is currently paved and gravel parking lots accessed by three separate brick driveways from Brackett Street. There are two existing structures: one 1-story building and one 1.5-story building. The owner proposes to construct a 4-story, mixed-use building on the property. The building will consist of retail space and surface parking on the ground floor and 39 residential units on the floors above. This report discusses the Site's hydrological conditions and compares stormwater runoff between existing and proposed conditions.

EXISTING SITE CONDITIONS

The existing structures on Site have a footprint of 2,389± square feet. The remaining 14,999± square feet include a concrete pad, brick driveways and asphalt, and gravel parking areas. Topography is relatively flat in the northeast corner of the Site and then generally slopes southwest toward Brackett Street.

Currently, there is no closed drainage on this property, and runoff typically sheet flows to Brackett Street where it continues along the gutter line to a catch basin at the northeast corner of the Pine and Brackett Street intersection. This catch basin is connected to the City's combined sewer system, which at this location, is a 15" vitrified clay pipe.

PROPOSED SITE CONDITIONS

Redevelopment of the Site includes a new 10,927± square foot parking lot with a closed drainage system of catch basins and pipes connected to the City's combined sewer system through a new drain manhole in Brackett Street. Area between the proposed parking lot and the property line will be landscaped with trees, shrubs and groundcover. In addition to the proposed work on Site, the brick sidewalk adjacent to the property on Pine and Brackett Streets will be reconstructed with Pine Hall Pathway pavers, new bicycle racks, and street trees consistent with City of Portland standards. The existing brick driveways will be replaced by a single site entrance for vehicles.

Roof runoff will be collected through two separate roof drains and directed into catch basins. A roof leader will be added between the western corner of the building and the existing catch basin at the corner of Pine and Brackett Streets. A second roof leader will be added at the northern corner of the building and will be connected into a proposed catch basin in the parking lot.

These proposed changes to the site will result in approximately 2,185± square feet of pervious area equaling 12.5% of the Site. The quantity of stormwater runoff will be reduced due to the overall reduction in impervious area.

WATER QUALITY

The Site currently has no apparent stormwater mitigation. All construction will be in accordance with the most current Maine Erosion and Sedimentation Control Best Management Practices. These measures will include as necessary temporary and permanent seeding, temporary sediment barriers, drainage inlet and outlet protection, and a construction entrance. Proposed catch basins will be equipped with hoods to help separate possible oil and debris from parking lot runoff and 3-foot deep sumps to trap heavier sediment

CONCLUSIONS

This project will use long-term and short-term erosion control measures as well as stormwater quality treatment measures that will mitigate environmental impacts from stormwater. This project will have no significant adverse impacts on downstream properties as a result of stormwater.

This report was prepared as part of the overall West End Place Preliminary Site Plan submission to the City of Portland's Planning Board. Final plans and more detailed stormwater information will be included with the Final planning board submission.

BLAIS CIVIL ENGINEERS

Steve G. Blais, PE

September 29, 2012

West End Place, Portland, Maine

Zoning Assessment

Zone: B1 Neighborhood Business Zone 14-161
 CBL: 045 E039001, E040001, E041001, E042001, E050001
 Street Address: 183-189 Brackett Street
 Lot Size: 0.40 acres = 17,388 sf

Uses Allowed: Any residential use permitted in the residential zone abutting the property, Business, Retail. Conditional Use: Restaurants meeting specific requirements

Dimensional Requirements:

	Required	Provided
Minimum Lot Size (Residential, Retail, Restaurant)	None	17,388 sf
Minimum Street Frontage	50 feet	72.9 feet
Maximum Front Yard	10 feet	1 foot
Front Yard Setback	None	1 foot
Side Yard Setback	10 feet*	10 feet*
Rear Yard Setback	20 feet*	28 feet
Maximum impervious surface ratio	90%	87.4%
Minimum Lot Width	None	65 feet
Maximum building height	45 feet	43 feet
Maximum first floor area for multi-tenant bldg.	10,000 sf	3,329 sf
Maximum lot area per dwelling unit	435 sf	466 sf (39 units)

* At abutting first floor residential use, other wise none required

207-650-6414

senatorearchitecture.com

ryan@senatorearchitecture.com

67 Gray Rd, Gorham ME 04038

Off-Street Parking requirements:

	Required	Provided
Residential Use: 1 space per dwelling unit	39 spaces	34 spaces
Retail: 1 space per 200 sf in excess of 2000sf	None (1,990 sf)	None

B1 Business Zone Design Guidelines Apply

The proposed project meets all zoning requirements of the B1 zone above with the exception of parking spaces, we are preparing a Traffic Demand Management plan which outlines why we are proposing 34 onsite parking spaces for 39 dwelling units.

William J. Bray, P.E.
 235 Bancroft Street
 Portland, Maine 04102
 Phone (207) 774-3603
trafficsolutions@maine.rr.com

October 6, 2012

Preliminary Traffic Assessment Proposed West End Place

INTRODUCTION

Redfern LWS, LLC is proposing development of a multi-use project on Brackett Street at the intersection of Pine Street. Present uses on the proposed site include 45 to 50 surface parking spaces and two small vacant buildings. The proposed multi-use project will include 39 residential apartment units (24 one-bedroom and 15 two-bedroom units) and approximately 1,990 square feet of retail space. A total of 34 parking spaces are provided on-site, which includes a mix of full and compact car spaces.

The proposed site design consolidates the three existing driveway openings to a single opening located approximately 125' from the Pine Street intersection.

This document, which responds to direction received from the City's Traffic Consultant, estimates the peak hour trip generation of the proposed project during typical weekday AM and PM peak travel times, reviews existing roadway safety conditions adjacent to the site, and provides an assessment of vehicle sight distance at the proposed driveway intersection with Brackett Street.

A finalized traffic assessment, which will include peak hour traffic data for the Pine Street/Brackett Street intersection, will accompany the final project submission.

SITE TRAFFIC

The eighth edition of the Institute of Transportation Engineers (ITE) "TRIP GENERATION" manual was used to determine the volume of site trips generated by the proposed multi-use project. The ITE publication provides numerous Land-Use categories and the average volume of trips generated by each category. The following Land-Use categories and trip rates were used in that effort:

Land-Use Code 220 – APARTMENT

Weekday Street Peak Hour – AM Peak	= 0.51 trips/dwelling unit
Weekday Street Peak Hour – PM Peak	= 0.62 trips/dwelling unit
Weekday AM Peak Hour – Generator	= 0.55 trips/dwelling unit
Weekday PM Peak Hour – Generator	= 0.67 trips/dwelling unit

Land-Use Code 814 – SPECIALITY RETAIL CENTER

Weekday Street Peak Hour – AM Peak	= Retail sites typically closed during this period
Weekday Street Peak Hour – PM Peak	= 2.71 trips/1,000sf area
Weekday AM Peak Hour - Generator	= 6.84 trips/1,000sf area
Weekday PM Peak Hour – Generator	= 5.02 trips/1,000sf area

Table 1 provides a summary of trip generation for the proposed project:

Table 1

TOTAL TRIPS GENERATED BY PROPOSED SITE USES

<u>Time Period</u>	<u>Apartment Units</u>	<u>Retail Area</u>	<u>Total Trips</u>
AM Street Peak	20	0	20
PM Street Peak	24	5	29
AM Peak Generator	21	14	35
PM Peak Generator	26	10	36

Accordingly, the proposed project can be expected to generate a low of 20 vehicle trips during the morning peak commuter hour and a high of 36 trips in the PM peak hour of the site, which likely occurs in early afternoon.

EXISTING SAFETY CONDITIONS

The Maine Department of Transportation's (MaineDOT) Accident Records Section provided the latest three-year (2009 through 2011) crash data for the portion of Brackett Street between Spring Street and Carleton Street and the section of Pine Street from Winter Street to West Street. MaineDOT's report follows:

2009 through 2011 Accident Records

<u>Location</u>	<u>Total Accidents</u>	<u>Critical Rate Factor</u>
1. Brackett Street @ Spring Street	2	1.08
2. Brackett Street @ Pine Street	5	2.31
3. Brackett Street @ Walker Street	1	0.00
4. Brackett Street btw. Spring Street and Spruce Street	2	1.69
5. Brackett Street btw. Gray Street and Pine Street	3	1.24
6. Brackett Street btw. Dow Street and Walker Street	3	1.74
7. Pine Street @ West Street	1	0.94
8. Pine Street btw. Winter Street and Brackett Street	3	2.45
9. Pine Street btw. Brackett Street and West Street	3	1.97

The MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- ***8 or more accidents***
- ***A Critical Rate Factor greater than 1.00***

As the data presented in the table shows, the incidence of traffic crashes for the noted sections of both Pine and Brackett Streets are well below MaineDOT's criteria for identification of a high crash location.

VEHICLE SIGHT DISTANCE

The City of Portland's Technical Standards require, where driveways enter an existing street, that vehicle sight distance conform to standards established by the Maine Department of Transportation as contained in their publication, **Chapter 299, Highway Driveway and Entrance Rules**. The stated standards are as follows:

Sight Distance Standards

Speed Limit	Sight Distance
25 mph	200 feet
30	250
35	305
40	360
45	425
50	495
55	570

Vehicle sight distance was carefully considered in the design of the project's driveway entrance onto Brackett Street. The proposed design recommends that public on-street parking be prohibited within 25-feet of the proposed driveway entrance to ensure that vehicles exiting the parking garage can safely observe vehicles approaching in either direction along Brackett Street (The City's general standard maintains a minimum parking restriction of 5-feet - *Ord. 28-53b*). The proposed parking restrictions provide acceptable sightlines for vehicles exiting the proposed garage onto Brackett Street, based upon a roadway travel speed of 25mph, the assumed speed limit on Brackett Street.

SUMMARY

1. The proposed multi-use project site can be expected to generate a range of 20 to 29 vehicle trips during the identified peak travel periods of a typical weekday.
2. MaineDOT's most recent traffic crash report (2009 through 2011) for the section of Brackett Street between Carleton and Spring Streets and the portion of Pine Street from Winter Street to West Street indicates the frequency of crashes is considerably below MaineDOT's criteria for identification of a high crash location.
3. The proposed site design incorporates special parking restrictions on Brackett Street adjacent to the access driveway to ensure that acceptable vehicle sightlines are provided for vehicle operators exiting the proposed on-site parking garage.



PRELIMINARY STORMWATER MANAGEMENT REPORT
WEST END PLACE
PORTLAND, MAINE
October 9, 2012

INTRODUCTION

The subject property (the Site) is located at 183-189 Brackett Street in Portland, Maine. This report discusses the Site's existing and proposed hydrologic conditions and the stormwater quality treatment measures that will be implemented to mitigate stormwater impacts from the project. Prior to submitting this report, we met with the City of Portland Engineering Department to discuss the project and approach for stormwater management.

The Site is approximately 17,388± square feet and is currently paved and gravel parking lots accessed by three separate brick driveways from Brackett Street. There are two existing structures: one 1-story building and one 1.5-story building. The owner proposes to construct a 4-story, mixed-use building on the property. The building will consist of retail space and surface parking on the ground floor and 39 residential units on the floors above. This report discusses the Site's hydrological conditions and compares stormwater runoff between existing and proposed conditions.

EXISTING SITE CONDITIONS

The existing structures on Site have a footprint of 2,389± square feet. The remaining 14,999± square feet include a concrete pad, brick driveways and asphalt, and gravel parking areas. Topography is relatively flat in the northeast corner of the Site and then generally slopes southwest toward Brackett Street.

Currently, there is no closed drainage on this property, and runoff typically sheet flows to Brackett Street where it continues along the gutter line to a catch basin at the northeast corner of the Pine and Brackett Street intersection. This catch basin is connected to the City's combined sewer system, which at this location, is a 15" vitrified clay pipe.

PROPOSED SITE CONDITIONS

Redevelopment of the Site includes a new 10,927± square foot parking lot with a closed drainage system of catch basins and pipes connected to the City's combined sewer system through a new drain manhole in Brackett Street. Area between the proposed parking lot and the property line will be landscaped with trees, shrubs and groundcover. In addition to the proposed work on Site, the brick sidewalk adjacent to the property on Pine and Brackett Streets will be reconstructed with Pine Hall Pathway pavers, new bicycle racks, and street trees consistent with City of Portland standards. The existing brick driveways will be replaced by a single site entrance for vehicles.

Roof runoff will be collected through two separate roof drains and directed into catch basins. A roof leader will be added between the western corner of the building and the existing catch basin at the corner of Pine and Brackett Streets. A second roof leader will be added at the northern corner of the building and will be connected into a proposed catch basin in the parking lot.

These proposed changes to the site will result in approximately 2,185± square feet of pervious area equaling 12.5% of the Site. The quantity of stormwater runoff will be reduced due to the overall reduction in impervious area.

WATER QUALITY

The Site currently has no apparent stormwater mitigation. All construction will be in accordance with the most current Maine Erosion and Sedimentation Control Best Management Practices. These measures will include as necessary temporary and permanent seeding, temporary sediment barriers, drainage inlet and outlet protection, and a construction entrance. Proposed catch basins will be equipped with hoods to help separate possible oil and debris from parking lot runoff and 3-foot deep sumps to trap heavier sediment

CONCLUSIONS

This project will use long-term and short-term erosion control measures as well as stormwater quality treatment measures that will mitigate environmental impacts from stormwater. This project will have no significant adverse impacts on downstream properties as a result of stormwater.

This report was prepared as part of the overall West End Place Preliminary Site Plan submission to the City of Portland's Planning Board. Final plans and more detailed stormwater information will be included with the Final planning board submission.

BLAIS CIVIL ENGINEERS

Steve G. Blais, PE

November 6, 2012

Shukria Wiar
Planner
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: West End Place

The proposed building to be located at the corner of Brackett and Pine Streets in Portland's West End is a mixed-use project that will provide 39 residential apartments and a first floor retail use. The project will continue the successful mixed use development pattern found in the neighborhood and contribute to the already vibrant community.

Prior to developing the building concept we spent much time walking the streets of the West End, taking photos, analyzing existing streetscapes, existing development densities, building massing, forms, materials and textures. This approach allowed us to develop a design concept that is grounded by the existing neighborhood context but reflects our contemporary time.

A predominant element in the neighborhood architecture is the projecting bay, mostly a multi-story element. These bays break the scale of the building down, and create a sense of rhythm when repeated as illustrated by the brick building on the corner of Emery and Spring. The proposed building at Pine and Brackett takes cues from this pattern and utilizes bays in a similar proportion, and rhythm, to scale down the larger building façade into vertically oriented portions. These portions reflect a dense development pattern found in surrounding neighborhood blocks.

Buildings in the neighborhood have a hierarchy and the first floor is typically separated from the rest of the building in some fashion by trim bands, contrasting colors, material changes, etc. Two examples are buildings at Pine and State and West and Blyth Ct., where the first floor is differentiated by a larger percentage of fenestration than the floors above, as well as contrasting color trim banding and detailing. West End Place project differentiates the

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www.ryan-senatore.com



first floor with color, material and fenestration density, in a similar spirit as found in the neighborhood. The upper levels of some of the larger three and four story buildings found in the neighborhood are differentiated as well as a scaling device to relate to their adjacent properties. The building at West and Carleton achieves the scaling by contracting color and material. The Pine and Brackett project differentiates the fourth floor in a very similar way, scaling down the façade and relating to the horizontal datum(s) established by its neighbor at 181 Brackett.

The West End is comprised of architecture of a diverse material palate, from brick, painted wood, painted metal, stucco, copper, granite, slate, etc. The materials are used in creative ways to scale the buildings, highlight datum(s), highlight projecting elements, and vary opacity. West End Place utilizes fiber cement cladding panels in a color dominant throughout the neighborhood. Fiber cement is a long lasting, low maintenance material that has surface appearance not unlike a painted wood surface. We are also proposing a brick masonry unit at the street level that has a lighter warm gray color. The cladding at the fourth floor level is a vertical standing seam metal panel with a charcoal color. Please see the attached elevations and Material palate for more information regarding the exterior design of the building.

We look forward to discussing the vision for West End Place at the workshop meeting.

Sincerely,



Ryan Senatore, AIA LEED BD+C

Principal



ALUMINUM CLAD WINDOWS AND DOOR AT 4TH FLOOR 'BLACK'



ALUMINUM CLAD WINDOWS AND DOORS AT 2ND AND 3RD FLOORS 'DESERT SAND'



UNDERSIDE OF ENTRY CANOPIES 'BOULDER BRONZE'



PRECAST CONCRETE PLANTER CAP 'DOVE GRAY'



VERTICAL SIDING, STOREFRONT DOORS AND WINDOWS, CANOPY FRAME, PARKING SCREENS, FRENCH BALCONY RAILS, OVERHEAD DOOR FRAME AND PANELS 'CHARCOAL'



HORIZONTAL LAP SIDING 'COUNTRYLANE RED'



FIBER CEMENT TRIM 'TIMBERBARK'



BRICK 'GREY / BEIGE'



Memorandum
Planning and Urban Development Department
Planning Division

To: Carol Morrissette, Chair and Members of the Portland Planning Board
From: Shukria Wiar, Planner
Date: November 9, 2012
Re: West End Place, 40-44 Pine Street, Redfern LWS, LLC
Project #: 2012-612 **CBL:** 45-E-39, 40, 41, 42, 50
Meeting Date: November 13, 2012

I. INTRODUCTION

Redfern LWS, LLC has requested a workshop with the Planning Board for the development of a multi-use project on Brackett Street at the intersection of Pine Street. The proposed project will include thirty-nine (39) residential apartments (twenty (24) one-bedroom and fifteen (15) two-bedroom units) and approximately 1,990 square feet of retail space. A total of thirty-four (34) parking spaces are provided on-site, which includes a mix of full and compact car spaces. The current uses on the proposed site include two small vacant buildings and a parking lot with forty-five to fifty (45 to 50) surface parking spaces. The site is located in the B-1 Neighborhood Business and in the West End Historic District.

Applicant Name: Jonathan Cully, Redfern LWS, LLC
Consultants: Ryan Senatore, Ryan Senatore Architecture

Required reviews: The proposal is being reviewed under the Land Use Code provisions 14-497 (Subdivisions); 14-526 (Site Plan); and the Historic Preservation for Certificate of Appropriateness. The applicant has revised the list of waivers (table below) to include those related to the interior layout of the parking garage.

Standard and waiver provisions	Requested Waiver
<p>Off-Street Parking: <i>Section 14-332 (a) 3 (a):</i> For residential development on the peninsula (area defined as southerly of I-295), One (1) space per unit; <i>Section 14-332 (c)-</i> The planning board may establish a parking requirement that is less than the normally required number of spaces upon a finding of unique conditions that result in a lesser parking demand, such as housing for persons who cannot drive, housing that participates in a travel demand management program, availability of transit, or housing which includes permanent restrictions on automobile usage, and which is permanently restricted from utilizing resident on-street parking stickers.</p>	<p>Off-Street Parking: <i>Under this section the applicant would need 39 spaces but are proposing 34 spaces. The applicant will be submitting a transportation demand management plan for review.</i></p>
Standard and waiver provisions	Requested Waiver
<p>Parking Aisle width: <i>City's Technical Manual Section 1.14 Parking Lot and Parking Space Design:</i>...Parking lot layout shall conform to figures I-28 thru I-32 (I-27 and I-29 apply and show a 24 ft. wide drive aisle is required for perpendicular parking)</p>	<p>Parking Aisle width: <i>Applicant has provided a 22 foot aisle width for parking garages (see Sheet C-101 for parking lot layouts and dimensions)</i></p>

Number of Compact Parking Spaces: <i>City's Technical Manual Section 1.14 <u>Parking Lot and Parking Space Design:</u> Parking lots with greater than 10 spaces may be comprised of up to 20% compact parking spaces.</i>	Number of Compact Parking Spaces: <i>20% of the spaces would equal 7 compact spaces for this project. The applicant is seeking approval for 17 compact parking spaces, which is 50% of the total number of 34 spaces.</i>
Number of Street Trees: <i>City's Technical Manual Section 4.6.1 <u>Street Trees for Residential Development:</u> Multi-family residential developments shall provide a minimum of one tree per unit, planted in the City right of way unless otherwise approved and spaced thirty (30) to forty five (45) on center.</i>	Number of Street Trees: <i>A total of 39 trees are required. The applicant is proposing 2 on Pine Street and 4 on Brackett Street. The request for a waiver is for 33 trees.</i>

II. PROJECT DATA

Existing Zoning:	Neighborhood Business Zone B-1
Existing Use:	Retail, Residential and Parking
Proposed Use:	Retail and Residential Apartments
Existing number of lots:	Two
Proposed number of lots:	One
Parcel Size:	17,388 sq. ft.
Impervious Surface Area:	
Existing:	17,388 sq. ft.
Proposed:	14,988 sq. ft.
Net Change:	2,400 sq. ft.
Total Disturbed Area:	17,388 sq. ft.
Building Area:	
Existing Building Floor Area:	2,389 sq. ft.
Proposed Building Floor Area:	39,088 sq. ft. plus 8,815 covered parking area
Proposed Building Net Change:	36,699 sq. ft.
Existing Building Footprint:	4,269 sq. ft.
Proposed Building Footprint:	3,329 sq. ft.
Residential Data:	
Existing Residential Units:	One
Proposed Residential Units:	Thirty-nine (39)
Bedroom Mix	24 one-bedroom units and 15 two-bedroom units
Number of Units to be Demolished:	One
Number of Affordable Units:	None
Building Height(s):	43 feet
Parking Spaces:	
Existing:	Forty-five to Fifty (45-50)
Proposed:	Thirty-four (34)
Number of Handicapped Spaces:	Two
Bicycle Parking Spaces:	
Required:	Sixteen (16)
Proposed:	Fourteen (14)
Estimated Cost of Project:	\$5 Million
Uses in Vicinity:	The surrounding neighborhood includes multi-family housing, several surface parking lots and mix of business uses, including Cumberland Farm, a veterinarian's office, Reiche School and Bonobo Pizza (across the street).

III. EXISTING CONDITIONS

The site is located on the corner of the Pine and Brackett Streets. Currently there are two parcels that make up the development site. There are two structures and a surface parking lot on the site. The applicant proposes to raze the two

existing buildings on site and construct a building with a footprint of 3,329 sq. ft. There are three curb cuts on the Brackett Street of which one will remain.

The surrounding area links the Congress Street district with the West End neighborhood. The surrounding neighborhood includes multi-family housing, several surface parking lots and mix of business uses, including Cumberland Farm (diagonal to the site), Brackett Street Veterinary Clinic, and Portland West Neighborhood Planning Council (abutting the site on the west). Bonobo Pizza and Reiche Elementary school are located across Brackett Street from the site.

Pine and Brackett Streets have brick sidewalks with some street trees. The applicant will be replacing the brick sidewalks on both street frontages.



Figure 1: Map of the Site

Easements: The boundary survey shows an existing Portland Water District easement located adjacent to the existing buildings on-site. The applicant is in the process of confirming that this easement is only for water service to the building that is to be demolished.

IV. PROPOSED DEVELOPMENT

Known as West End Place, the 45,844 square foot, 4-story structure will accommodate 2 retail spaces plus parking on the ground floor and 39 apartments on the upper floors. The overall height of the proposed building is forty-three (43) feet. The thirty-nine (39) residential apartment units will consist of twenty-four (24) one-bedroom and fifteen (15) two-bedroom units. The retail space will be approximately 1,990 square feet. A total of 34 parking spaces are provided on-site, which includes a mix of full and compact car spaces.

The main entrances to the retail space will be at the corner of Pine and Brackett Streets and with the entrance for the second retail space located farther down on Brackett Street. The entrance to the main building and the residential units is through a lobby on Brackett Street. The site plan indicates a retaining wall with a fence mounted on top at the northerly side of the building (the back portion) but the architecture drawings is showing the fence starting on Pine Street. The applicant will need to clarify this.

The proposed building wraps around the corner of Pine and Brackett Streets and will be a prominent building at this intersection. It stands four stories and approximately 43 feet in height. The applicant has introduced projecting bays on

the building, which reflects this dominant architectural feature found on many of the structures in the neighborhood. According to the Ryan Senatore's letter dated November 6, 2012 ([Attachment G](#)), these bays break up the scale of the building and 'create a sense of rhythm when repeated as illustrated by the brick building on the corner of Emery and Spring' Streets. The proposed bays overhang the sidewalks and a license from the City will be required. A setback and angled roof edge at the fourth floor level is proposed to reduce the apparent height of the building.

The Western Promenade neighborhood consists of diverse architecture and building materials from brick, painted wood, fiber cement cladding panels to stucco. The materials used in this structure will be brick masonry at street level and fiber cement cladding on second floor to the fourth floor level. The use of the different exterior materials and highlighting projecting elements aids in reducing the overall scale of the building. Please refer to [Attachment 8](#) for the streetscapes and comparative neighborhood buildings in the West End.

The property is located in the West End Historic District, the Historic Preservation Board has reviewed the design of the building. The Board held three workshops and then a public hearing on November 7, 2012. At the public hearing the Historic Preservation Board found the building as proposed would successfully relate to the scale, architectural vocabulary and general character of its neighborhood context. The Board approved the building with the following two conditions of approval:

- (1) Rooftop mechanicals to be set back from all roof edges as far as possible. Revised roof plan to be submitted to staff for final review and approval; and
- (2) Final plans and specifications for building and tenant signs to be reviewed and approved by staff.

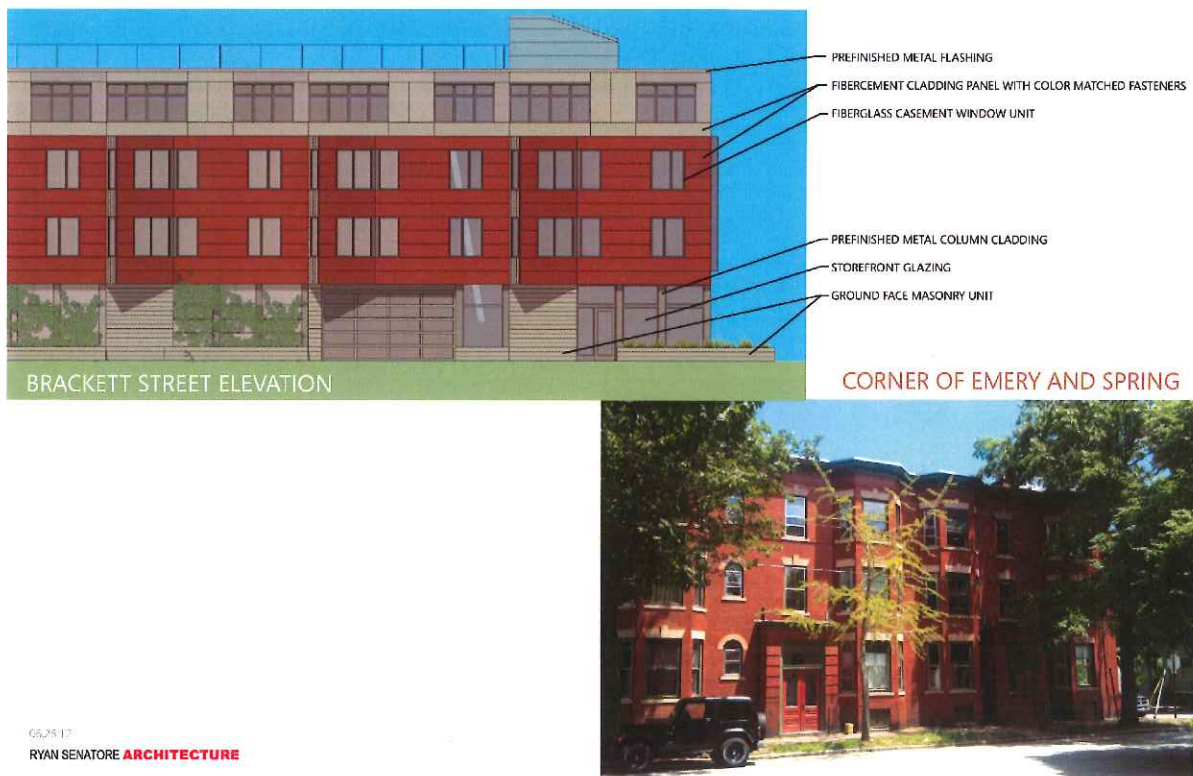


Figure 2: Proposed Building Materials and Example of a Building in West End

Below are architecture drawings the north elevation (Brackett Street) and the west elevation (Pine Street).



Figure 3: Rendering of Proposed Building- Brackett Street and Pine Street

The applicant is proposing to add four on-street parking on Brackett Street, in front of the proposed building. Three of the parking spaces are proposed to be 15 minute parking spaces and one is to be dedicated u-share parking space. Any changes to the on-street parking will need an approval from the City Council.

V. PUBLIC COMMENT

- a. To date, there has been only one abutter that has submitted comments via email ([Attachment 7](#)). The abutter's major concern is if there would be adequate parking after this development is constructed and urges that the Planning Board to adhere to the one parking space per residential unit.
- b. The neighborhood meeting is scheduled for November 15, 2012 at 7:00 PM in the Reiche Community Center. The neighborhood packet material will be included as part of the final plan review.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

- a. The applicant has provided copies of deeds or purchase and sale agreement, which demonstrates their right, title and interest in the property.
- b. The estimated cost of the development is \$5 Million. The applicant has not submitted any documentation of their financial and technical capacity to complete the proposed development. This documentation is required for the final plan review.

VII. ZONING ASSESSMENT

Following are the review comments submitted by Marge Schmuckal, Zoning Administrator:

This project is for a new building consisting of two retail spaces along with parking on the first floor with 39 residential dwelling units above. The full property is located primarily within a B-1 zone with approximately 27 foot of R-6 zone located in the rear of the property abutting Brackett Street. Section 14-51 can be employed so that essentially the entire lot is located within the B-1 zone. There is also a Historic Overlay zone.

The B-1 zone allows the retail uses and multi-family uses. The setbacks work if Pine Street is declared the "front" of the property. The initial information indicates that the maximum building height can be met. However, I would like more detail showing the average grades around the building and how that relates to the height. The maximum impervious surface ratio is being met.

The applicant has asked for a "waiver" of 5 parking spaces from the Planning Board. It is the Board of Appeals that must grant a variance for the parking spaces, not the Planning Board. However, I question whether this is considered to be an "affordable housing" project that would allow for reduction in parking.

[Planning Note: *Section 14-332 (c) of Division 20, Required Parking, allows the Planning Board to determine the number of parking spaces for multi-family units on the peninsula under certain criteria, including housing that participates in a transportation demand management program. The applicant intends to submit a TDM and is working to have a U-Car Share space on Brackett Street, which would need to be reviewed prior to a public hearing. Staff will confirm with Marge Schmuckal that this is an approach permitted in the zoning code to reduce the overall parking requirement.*]

All HVAC units shall meet the maximum noise allowance as stated in the B-1 zone. At the time of HVAC permitting this office will require unit information on dBA emissions.

Separate permits are required for any new signage. Since the site is in the historic district, all signs will need to be reviewed by the Historic Preservation staff.

VIII. DEVELOPMENT REVIEW

A. SITE PLAN SUBMISSION REQUIREMENTS (Section 14-527) and SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (Section 14-496)

A Subdivision Plat has not been submitted. A plat must be submitted for review that meets the ordinance provisions for a recording plat.

B. SITE PLAN STANDARDS (Section 14-526)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's site plan ordinance and applicable regulations. Staff comments are listed below.

1. Transportation Standards

a. Access and Circulation:

The proposed site design combines the three existing driveway openings to a single opening located approximately 125' from the Pine and Brackett Streets intersection. The design includes special parking restrictions on Brackett Street in front of the building to ensure that appropriate vehicle sight distances are provided for vehicle operators exiting the on-site parking.

The Traffic Assessment (Attachment C) estimates the peak hour trip generation for the project during typical weekday AM and PM peak travel times, reviews existing roadway safety conditions adjacent to the site, and provides an assessment of vehicle sight distance at the proposed driveway intersection with Brackett Street. This

project site can be expected to generate a range of 20 to 29 vehicle trips during the identified peak travel periods of a typical weekday.

The most recent traffic crash report (2009 through 2011) for the section of Brackett Street between Carleton and Spring Streets and the portion of Pine Street from Winter Street to West Street shows the occurrences of crashes is below MaineDOT's criteria for identification of a high crash location.

b. Parking

There is one level of parking below the upper stories, which is at grade and accessed from Brackett Street. A total of 34 parking spaces are proposed of which seventeen (17) are compact parking spaces. There is also one motorcycle parking in the garage and 14 bicycle spaces at the back of the building accessed from Pine Street.

Division 20 of the Zoning Ordinance refers to off-street parking for the different uses. Under Section 14-332 (a) 3 (a): For residential development on the peninsula (area defined as southerly of I-295), one (1) space per unit is required. Since there are thirty-nine (39) residential apartments, thirty-nine (39) parking spaces are required. The applicant is proposing thirty-four (34) parking spaces as part of this proposal and has asked for a 'waiver' of the remaining five spaces. According to Marge Schmuckal's memo ([Attachment 1](#)), the Planning Board cannot 'waive' this requirement and it is the Board of Appeals that grant such variances; however, Section 14-332 (c) of Division 20, Required Parking, allows the Planning Board to determine the number of parking spaces for multi-family units on the peninsula under certain criteria, including housing that participates in a transportation demand management program. The applicant is seeking to reduce the required number of parking spaces by complying with this section of the parking division. The TDM has not been submitted yet and will need to be reviewed as part of the final plans. The review of the TDM will be conducted by Tom Errico, Consulting Traffic Engineer, and application of the ordinance provisions will be confirmed with Marge Schmuckal, Zoning Administrator.

The applicant is proposing to add four on-street parking spaces on Brackett Street, in front of the proposed building. Three of the parking spaces are proposed to be 15 minute parking spaces and one is to be dedicated u-share parking space. Any changes to the on-street parking will need an approval from the City Council.

Compact Spaces

Under City's Technical Manual Section 1.14 Parking Lot and Parking Space Design: *Parking lots with greater than 10 spaces may be comprised of up to 20% compact parking spaces.* The 20% compact parking spaces of the total spaces provided in this garage would equal seven. The applicant is proposing to provide seventeen (17) compact parking spaces, which is 50% of the proposed thirty-four (34) spaces.

The applicant has asked for a waiver of this standard. Tom Errico, Consulting Traffic Engineer, has reviewed the request and supports the waiver.

Driveway Width

Currently, there are three curb cuts on Brackett Street to the site. There will be one curb cut that will service the project. The minimum width for a two-way drive is 20 feet with a preferred width of 24 feet. The proposed driveway width on the site plan is 18 feet. Mr. Errico has reviewed this and supports a waiver for the decreased driveway width.

Required Bicycle Parking

Under Section 14-526 (4)(b)(i)(a), which states for '*residential structures. Two (2) bicycle parking spaces for every five (5) dwelling units shall be required*'. The applicant is proposing fourteen (14) spaces for bicycle parking on the site and the standard requires 16 spaces. The spaces are located at the back of the building that are uncovered and are accessed by Pine Street. It is not clear if there is a door that leads from the bicycle spaces to the garage.

David Margolis-Pineo, Deputy City Engineer, has noted in his review that proposed bicycle parking location is not convenient and suggests considering an alternate location or configuration:

Please consider installing bike parking racks for four additional bikes in the sidewalk area. The proposed internal bike parking configuration does not allow for convenient access for parking of bikes. Consider different location or configuration.

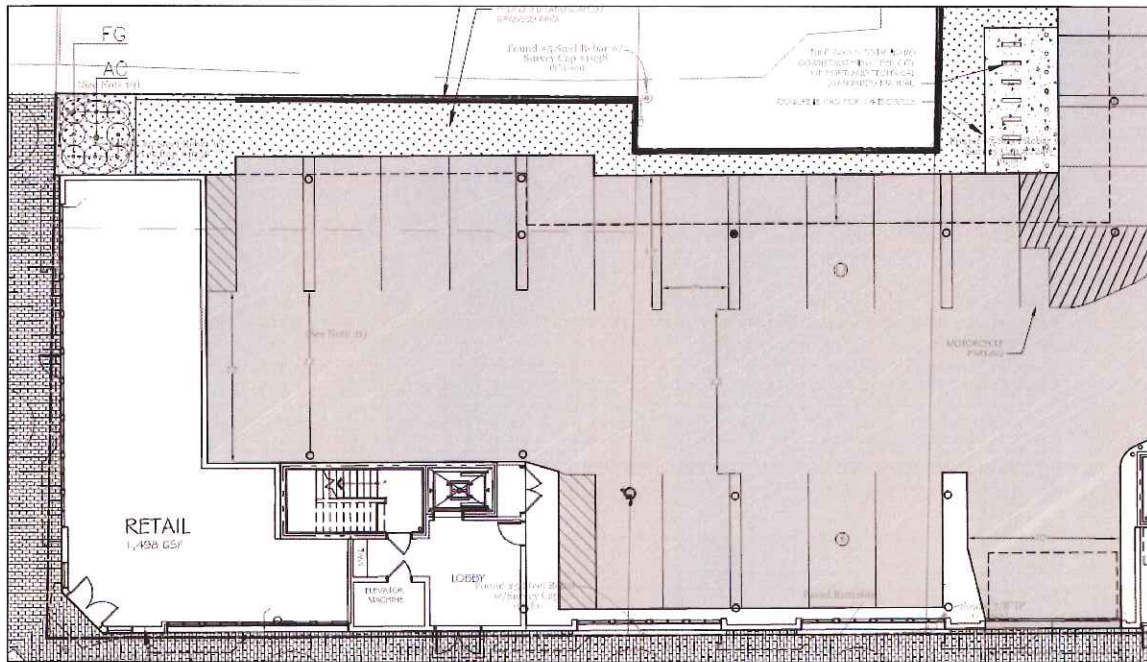


Figure 4: The Location of the Bicycle Parking

c. Transportation Demand Management (TDM):

The applicant has stated that a TDM plan is being prepared and will be submitted for staff review.

2. Environmental Quality Standards

a. Landscaping

The site plan shows two new street trees on Pine Street and four more on Brackett Street. The applicant is proposing landscaping at the edge of the building on Pine Street. There is an approximately 10 x 11 square foot landscaping proposed at the northwesterly side of the building (this is the side of the building and is visible from the street). City staff recommends that this landscaped area be increased in size to where the retaining wall and fence starts. Jeff Tarling, City Arborist, has reviewed the site plan and offers the following comments:

Looking at the plan we would like to see if we could add landscape treatment to the back side of the project along with the use of vines or 'greenwall' system for vertical screening. This could be used for the hard to landscape areas and the parking garage street level screening. See: <http://greenwallsystem.net> Climbing Hydrangea vines planted nearby at Walker Terrace effectively screen the ground level internal parking, this feature should be used as practical in this project along with the new greenwall type screening. Other planting options using columnar or upright growing trees and shrubs include European Hornbeam, Arborvitae - see attached photos. The street-tree planting options might include creating a granite planter in the now shaded or striped / painted on-street parking area. Some of the street tree recommendations would be taller upright trees such as Columnar Pin Oak or upright English Oak, Ginkgo or 'Armstrong' Red Maple. We should review options for the fence detail along the back to ensure it adequately screens the building. Narrow or upright plants may be considered to help with the screening.

b. Water Quality, Storm Water Management and Erosion Control

Currently most of the site is impervious. There is no closed drainage system on this property and runoff typically sheet flows to Brackett Street where it continues along the gutter line to a catch basin at the northeast corner of the Pine and Brackett Street intersection. This catch basin is connected to the City's combined sewer system. The topography is relatively flat in the northeast corner and then gradually slopes southwest toward Brackett Street.

The new drainage for the building will consist of a closed drainage system of catch basins and pipes connected to the City's combined sewer system through a new drain manhole in Brackett Street. The roof runoff will be collected through two separate roof drains and directed into catch basins.

The proposed changes on site will result in decrease in impervious area; there will be approximately 2,185 sq. ft. of pervious area which equals about 12.5% of the site. The stormwater runoff will be reduced by the overall reduction of the impervious area.

David Senus, Consultant Engineer, has reviewed the stormwater report and site plans. The following excerpt is from his memo:

In accordance with Section 2.1.1 of the City of Portland Technical Manual: *The introduction of non-contaminated water such as rain water...surface drains or any other sources of inflow shall not be allowed to discharge into a sewer which conveys sanitary waste unless approved by the City Engineer.* The Applicant has proposed a new closed drainage system of catch basins and pipes connected to the City's combined sewer system through a new catch basin and drain manhole in Brackett Street. Although the site will result in a net reduction in impervious area, direct connections of stormwater to a sewer system can result in an increase in the rate of stormwater inflow into the system. The Applicant should confirm that this is an acceptable method of stormwater management with the City Engineer.

In accordance with Section 2.7.8 of the City of Portland Technical Manual: *No storm drain lines, with the exception of field inlets and underdrains, shall be connected into a catch basin structure.* The Applicant has proposed a roof drain connection at the corner of Pine and Brackett Streets to an existing City of Portland catch basin and a storm drain connection to a new catch basin in Brackett Street. The Applicant should propose an alternate concept for these connections that is acceptable to the City Engineer.

According to Mr. Senus memo, the applicant will need to submit a revised stormwater management plan that addresses the Basic, General and Flooding standards. There are number of items that still need to be addressed, please refer to Attachment 4 for the complete memorandum.

Mr. Margoli-Pineo has reviewed the stormwater drainage and recommends that instead of connecting into the sanitary sewer line, which is prohibited, he recommends that the applicant maintain the current sheets flows on site. Please refer to Attachment #5 for Mr. Margolis-Pineo's complete comments.

3. Public Infrastructure and Community Safety Standards

a. Public Safety and Fire Prevention

Captain Chris Pirone has reviewed the site plan and had offered standard comments (Attachment 6). Certain standards have been raised in the memo but specific details regarding the project have not been identified. Planning Staff will work with the Fire Department to clarify comments specific to the project and will be presented to the applicant.

b. Availability and Adequate Capacity of Public Utilities

For the final plan review, the applicant will need to submit capacity letters from utilities companies and submit the wastewater application to the City for review.

4. Site Design Standards

a. Massing, Ventilation and Wind Impact

The proposed building creates a solid building form along Pine and Brackett Streets. The building stands four stories and approximately 43 feet in height. The massing is broken up by the introduction of bays and different exterior materials at the lower and upper floors.

The mechanical ventilation has been designed for the building. Given the scale of the building all roof features, elevator shafts and mechanical equipment should ideally be set back from the roof edges and/or integrated into the roof design rather than be an add-on that requires high screening enclosures. The rooftop features will be reviewed by the Historic Preservation as a condition of the Historic Preservation Board's approval.

b. Snow and Ice Loading

The applicant will need to indicate how snow removal will be handled on site for the final review.

c. Exterior Lighting

Since the building is located in a historic district, the Historic Preservation Board has the delegated review on the design of the exterior lighting. Catalogue cuts and photometric plans will still need to be submitted for review.

d. Noise and Vibration

The mechanical ventilation for the building is proposed and all mechanical units will need to meet the maximum noise allowance as stated in the B-1 zone. The unit information on dBA levels will need to be submitted for review.

e. Signage and Wayfinding

The applicant will need to submit a signage and wayfinding plan for review. The site is located in a historic district; therefore all commercial signs will need to be reviewed by the Historic Preservation staff. Separate permits are required for any new signage.

f. Zoning Related Design Standards

Since the property is located in the West End Historic District, the Historic Preservation Board has reviewed the design of the building. The Board has had three workshops and a public hearing on November 7, 2012. The Board voted 4-0 that the proposed new construction at 183-189 Brackett Street meets the Standards for Review of New Construction of the historic preservation ordinance subject to the following two conditions:

1. Rooftop mechanicals to be set back from all roof edges as far as possible. Revised roof plan to be submitted to staff for final review and approval.
2. Final plans and specifications for building and tenant signs to be reviewed and approved by staff.

C. SUBDIVISION (Section 14-497)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's Subdivision Ordinance and applicable regulations. Staff comments are listed below.

a. Water, Air Pollution and Soil Erosion

The applicant has requested a capacity letter from the Portland Water District. Currently there are two structures that are on water service.

b. Impacts on existing or proposed highways and public roads

(Refer to Site Plan Transportation Standards above.)

c. Sanitary Sewer

The sanitary sewer will be connected to the building on Pine Street side. David Margolis- Pineo has reviewed

this and offers the following comment:

To avoid the installation of a sanitary manhole, please consider using a 6" sewer lateral to service the complex. If it is desired to install an 8" lateral, a manhole will be required, but not a "doghouse" style manhole. The contractor shall cut a section of the 15" VC pipe out and drop a manhole on line using 15" PVC pipe straight through the manhole with a Fernco style connector on each side of the manhole adapting from 15"VC to 15" PVC. The top half of the 15" pipe within the manhole shall be cut out with the bottom half remaining as the channel and form to construct shelf area.

A backflow preventer is required on the sewer lateral.

Please be aware that if a restaurant is proposed, a properly size external grease trap will be required. See Technical Manual Figure II-19 for design and sizing.

As part of the preliminary plan application, the applicant has not submitted a wastewater application to the Department of Public Services. The application will need to be reviewed and a capacity letter issued prior to final plan review.

d. Storm water

Please refer to Paragraph VIII B (2) b, see above.

e. Solid Waste

A trash room is proposed on the first level. The applicant will need to submit more information on the operation of how solid waste will be handled.

f. Scenic Beauty and Street Trees

The proposed building is on the site of a former commercial and residential structure with a surface parking lot. Landscaping and street trees are included in the proposals and are satisfactory subject to some reconsideration of the landscaped area at the building corner on Pine Street and the introduction of climbing Hydrangea vines at the ground level internal parking to effectively screening (Attachment 3).

The subdivision requirement would be one tree per unit or thirty-nine (39) street trees. The applicant is proposing six along the frontage on Pine and Brackett Streets. The applicant has requested a waiver of the remaining thirty-three (Attachment B). If the waiver is granted, the applicant will need to make a monetary contribution to the tree fund, which would be \$6,600.

g. Financial and Technical Capacity

The estimated cost of the development is \$5 Million. The applicant will need to submit documentation demonstrating their financial and technical capacity to complete the proposed development as part of the final plan review.

IX. NEXT STEPS

Next steps include:

- Submit revised plans meeting the requirements for the final plan review which in particular address the following:
 - Comments of the Transportation Engineering Reviewer Tom Errico and any further comments regarding public transit access
 - Comments from Public Services Department and Engineering Reviewer David Senus
 - Comments from City Arborist Jeff Tarling
 - Submit further information including site lighting, capacity letters, snow storage, and mechanical equipment
 - Prepare subdivision plat

- Draft license language for the bays
- Submit Traffic Demand Management Plan
- Address Planning Board comments
- Neighborhood Meeting Notes and materials

ATTACHMENTS:

PLANNING BOARD (REPORT/MEMO) ATTACHMENTS

1. Zoning Administrator (Marge Schmuckal) comments 11.01.2012
2. Transportation Engineering (Tom Errico) comments 11.01.2012
3. City Arborist comments 11.02.2012
4. Peer Engineering Review (David Senus) comments 10.30.2012
5. Department of Public Services comments 10.30.2012
6. Fire Department Comments 11.01.2012
7. Public Comments
8. Renderings and Streetscapes and Comparative Neighborhood Buildings

APPLICANT'S SUBMITTAL

- A. Site Plan and Subdivision Application 10.015.2012
 - A.1 Purchase and Sale Agreement for 40 Pine Street
 - A.2 Purchase and Sale Agreement for 183 Brackett Street
- B. Written Statement (Requested Waivers) 10.09.2012
- C. Zoning Assessment 09.29.2012
- D. Traffic Assessment 10.06.2012
- E. Stormwater Management Report 10.09.2012
- G. Applicant's Narrative addressing Design of Building 11.06.2012
- H. Neighborhood Meeting Certification 5.31.2012

PLANS

- Plan 1 Survey
- Plan 2 Existing Conditions and Demolition Plan
- Plan 3 Layout and Materials Plan
- Plan 4 Utilities, Grading & Landscaping Plan
- Plan 5 Details
- Plan 6 Site Details
- Plan 7 Parking Concept D
- Plan 8 Map Site
- Plan 9 First Floor Plan
- Plan 10 Second Floor Plan
- Plan 11 Fourth Floor Plan
- Plan 12 Roof Plan
- Plan 13 Elevations
- Plan 14 Renderings

West End Place – Pine & Brackett Streets
#2012-612 CBL: 45-E-39,40,41,42 & 50
B-1 & R-6 Zones
11/1/2012

This project is for a new building consisting of two retail spaces along with parking on the first floor with 39 residential dwelling units above. The full property is located primarily within a B-1 zone with approximately 27 foot of R-6 zone located in the rear of the property abutting Brackett Street. Section 14-51 can be employed so that essentially the entire lot is located within the B-1 zone. There is also a Historic Overlay zone.

The B-1 zone allows the retail uses and multi-family uses. The setbacks work if Pine Street is declared the “front” of the property. The initial information indicates that the maximum building height can be met. However, I would like more detail showing the average grades around the building and how that relates to the height. The maximum impervious surface ratio is being met.

The applicant has asked for a “waiver” of 5 parking spaces from the Planning Board. It is the Board of Appeals that must grant a variance for the parking spaces, not the Planning Board. However, I question whether this is considered to be an “affordable housing” project that would allow for reduction in parking.

All HVAC units shall meet the maximum noise allowance as stated in the B-1 zone. At the time of HVAC permitting this office will require unit information on dBA emissions.

Separate permits are required for any new signage.

Marge Schmuckal
Zoning Administrator

Shukria Wiar - 40-44 Pine Street

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
Date: 11/1/2012 6:45 PM
Subject: 40-44 Pine Street
CC: "DMP@portlandmaine.gov" <DMP@portlandmaine.gov>, Katherine Earley <KAS@p...>

Shukria – The following presents my preliminary comments for the project.

- I concur with the trip generation estimate and that there are no High Crash Locations in the study area. The applicant will be providing an evaluation of the Brackett Street/Pine Street intersection and I will provide comments upon receipt of the analysis.
- The applicant has indicated a TDM Plan is being prepared and I will review the plan when it is submitted.
- The proposed driveway will have a minimum width of 18 feet and therefore does not meet City standards. I support a waiver from the technical standards given low traffic volumes. I will continue to review the design of the garage door system and sight distance issues between vehicles exiting the garage and pedestrians on the sidewalk.
- A portion of the sidewalk appears to be in the right-of-way at the corner of Brackett Street and Pine Street. A pedestrian easement should be provided.
- The sidewalk ramp illustrated on the plan at the corner of Brackett Street and Pine Street has an apex alignment. The City standard is to provide perpendicular alignment. The applicant should provide justification for the apex configuration.
- The pavement markings delineating the no-parking areas at the driveway shall be removed.
- The parking lot layout does not meet City design standards for aisle width and the number of compact parking spaces. The applicant has provided vehicle turning templates that illustrates maneuvers into and out of parking spaces is possible. Given that the traffic volumes will be low and the applicant has provided evidence of a functioning garage, I support a waiver from the City's technical standards.
- The applicant is proposing both 15-minute on-street parking spaces and U-Share parking. I need to continue to review this and what type of parking regulation to implement.
- The applicant shall document who currently parks on the existing site so that the City can assess whether there are any prior site plan approvals that were based on use of the site.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

TYLIN INTERNATIONAL

12 Northbrook Drive
Falmouth, ME 04105
207.347.4354 direct
207.400.0719 mobile
207.781.4753 fax

thomas.errico@tylin.com
Visit us online at www.tylin.com

"One Vision, One Company"
Please consider the environment before printing.

Shukria Wiar - 40-44 Pine Street

From: Jeff Tarling
To: Shukria Wiar
Date: 11/2/2012 4:10 PM
Subject: 40-44 Pine Street
CC: Barbara Barhydt ; David Margolis-Pineo
Attachments: UprightOak.JPG; Chectnuit02.JPG; Arborvitaehedge.JPG; Carpinushedge.JPG

Hi Shukria -

I have reviewed the landscape plan for the proposed 40 - 44 Pine Street project and offer the following comments:

Looking at the plan we would like to see if we could add landscape treatment to the back side of the project along with the use of vines or 'greenwall' system for vertical screening. This could be used for the hard to landscape areas and the parking garage street level screening. See: <http://greenwallsystem.net> Climbing Hydrangea vines planted nearby at Walker Terrace effectively screen the ground level internal parking, this feature should be used as practical in this project along with the new greenwall type screening. Other planting options using columnar or upright growing trees and shrubs include European Hornbeam, Arborvitae - see attached photos.

The street-tree planting options might include creating a granite planter in the now shaded or striped / painted on-street parking area. Some of the street tree recommendations would be taller upright trees such as Columnar Pin Oak or upright English Oak, Ginkgo or 'Armstrong' Red Maple. We should review options for the fence detail along the back to ensure it adequately screens the building. Narrow or upright plants may be considered to help with the screening.

Street-tree fund - the one tree per unit contribution to the tree fund should be included once all potential tree spaces in and near the project are considered. We may want to factor in the alternative landscape treatment such as the landscape area in the bump-out and the greenwall to count for additional 'street-trees'...

Jeff Tarling
City Arborist

**COMMITMENT & INTEGRITY
DRIVE RESULTS**41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.comT 800.426.4262
T 207.774.2112
F 207.774.6635**MEMORANDUM**

TO: Shukria Wiar, Planner
FROM: David Senus, P.E. & Ashley Auger, E.I.T.
DATE: October 30, 2012
RE: The West End Place, Preliminary Level III Site Plan Application



Woodard & Curran has reviewed the Preliminary Level III Site Plan Application for The West End Place at 40 Pine Street and 183-189 Brackett Street in Portland, Maine. The project proposes to construct a mixed-use building containing two ground floor retail suites and 39 residential apartments on floors 2-4, with ground level parking.

Documents Provided By Applicant

- Preliminary Level III Site Plan Application with cover letter, written statements and attachments dated October 15, 2012, prepared by Redfern LWS, LLC.
- Boundary Survey & Existing Conditions Plan, dated August 20, 2012, prepared by Nadeau Land Surveys, on behalf of Redfern LWS, LLC.
- Engineering Plans, Sheets C-100, C-101, C-102, C-300 & C-301, dated October 9, 2012, prepared by Blais Civil Engineers, on behalf of Redfern LWS, LLC.
- Parking Concept Sketch, dated September 20, 2012, prepared by Blais Civil Engineers, on behalf of Redfern LWS, LLC.
- Architecture Renderings, dated October 9, 2012, prepared by Ryan Senatore Architecture, on behalf of Redfern LWS, LLC.
- Stormwater Management Report, dated October 9, 2012, prepared by Blais Civil Engineers, on behalf of Redfern LWS, LLC.
- Preliminary Traffic Assessment, dated October 6, 2012, prepared by William Brau, PE, on behalf of Redfern LWS, LLC.
- Zoning Assessment, dated September 29, 2012, prepared by Ryan Senatore Architecture, on behalf of Redfern LWS, LLC.

Comments

- 1) The application is preliminary. As such, additional documents will need to be submitted for the final application, including letters from utilities confirming capacity to serve the proposed development, and a Construction Management Plan. Woodard & Curran will perform a review of the Final Application upon receipt of those documents.
- 2) Per Section 13 of the City's Technical Manual, the Applicant is required to submit a Boundary Survey that has been Stamped by a Maine Licensed Professional Surveyor; the Boundary Survey submitted by the applicant has not been stamped.
- 3) Final plans will need to be stamped by a professional engineer (Section 14-527, sub-section (e) of the City of Portland Land Use Ordinance).
- 4) In accordance with Section 2.1.1 of the City of Portland Technical Manual: *The introduction of non-contaminated water such as rain water...surface drains or any other sources of inflow shall not be allowed to discharge into a sewer which conveys sanitary waste unless approved by the City Engineer.* The Applicant has proposed a new closed drainage system of catch basins and pipes connected to the City's combined sewer system through a new catch basin and drain manhole in Bracket Street. Although the site will result in a net reduction in impervious area, direct connections of stormwater to a sewer system can result in an increase in the rate of stormwater inflow into the system. The Applicant should confirm that this is an acceptable method of stormwater management with the City Engineer.



- 5) In accordance with Section 2.7.8 of the City of Portland Technical Manual: *No storm drain lines, with the exception of field inlets and underdrains, shall be connected into a catch basin structure.* The Applicant has proposed a roof drain connection at the corner of Pine and Brackett Streets to an existing City of Portland catch basin and a storm drain connection to a new catch basin in Brackett Street. The Applicant should propose an alternate concept for these connections that is acceptable to the City Engineer.
- 6) In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of Maine DEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards:
 - a) Basic Standards: Notes and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500. The proposed locations and/or methods of erosion control measures should also be indicated on the site plans.
 - b) General Standards: It appears that the project will result in net decrease in impervious areas. As such, the project is not required to include any specific stormwater management features for stormwater quality control.
 - c) Flooding Standards: It appears that the project will result in net decrease in impervious area. However, the direct connection of stormwater to the combined sewer system can result in an increase in the rate of inflow entering the system. As such, the Applicant should consider detaining stormwater onsite or propose a means of discharging stormwater from the site through a design that is acceptable to the City Engineer.
- 7) The following details should be provided in accordance with the City of Portland Technical Manual for work within the City Right-of-Way:
 - a) Catch Basins should be per Figure II-2.
 - b) The Detectable Warning Tile should be per Figure I-7A for brick sidewalks.
 - c) Sewer Manholes should be per Figure II-1.

October 30, 2012

TO: Barbara Barhydt
Shukria Wiar
FROM: David Margolis-Pineo
RE: Review Comments: 40-44 Pine Street

The Department of Public Services has the following preliminary comments concerning this proposed project. Final comments may be forthcoming.

1. Survey plan needs to be stamped.
2. Please consider installing bike parking racks for four additional bikes in the sidewalk area. The proposed internal bike parking configuration does not allow for convenient access for parking of bikes. Consider different location or configuration.
3. Please be aware that if a restaurant is proposed, a properly size external grease trap will be required. See Technical Manual Figure II-19 for design and sizing.
4. A backflow preventer is required on the sewer lateral.
5. To avoid the installation of a sanitary manhole, please consider using a 6" sewer lateral to service the complex. If it is desired to install an 8" lateral, a manhole will be required, but not a "doghouse" style manhole. The contractor shall cut a section of the 15" VC pipe out and drop a manhole on line using 15" PVC pipe straight through the manhole with a Fernco style connector on each side of the manhole adapting from 15"VC to 15" PVC. The top half of the 15" pipe within the manhole shall be cut out with the bottom half remaining as the channel and form to construct shelf area.
6. Curb ramp should reflect historic detail for detectable warning panel. Current detail is incorrect.
7. Consider motorcycle parking in proposed area to be stripped beside drive entrance.
8. Drive apron detail (there is no esplanade) is not totally desirable. It is preferred to have the sidewalk slope perpendicular to the drive vs. being angled towards the street.
9. A Wastewater Capacity Application needs to be submitted.
10. The applicant is requesting to reconfigure the street parking. City Council action may be required.
11. As indicated by the applicant, stormwater currently sheet flows from the site. It is requested to maintain that practice after the site is developed since direct connections to the sewer system for stormwater are not permitted. Please see comment by David Senus.
12. Plans are required to be stamped.
13. Please add note that all work within the road right of way will meet City of Portland Technical Manual standards.
14. Show the State Plane Coordinates for the four (4) property corners to be set, and for the three foot offset monument held at the easterly corner of Pine Street and Brackett Street.
15. Title. Minor detail. The property is on the Northeasterly Sideline of Brackett Street" and not the "Northwesterly Sideline" as noted.

We have no further comments at this time.

From: Chris Pirone
To: Wiar, Shukria
Date: 11/1/2012 3:52 PM
Subject: Re: 40-44 Pine Street

Fire Comments:

All construction and installation shall comply with 2009 NFPA 1, 2009 NFPA 101.

All construction and installation shall comply with City of Portland Fire Department Building Regulations.
<http://www.portlandmaine.gov/fireprevention/fdrulesandregulations.pdf>

All construction and installation shall comply with City Code Chapter 10.
<http://www.portlandmaine.gov/citycode/chapter010.pdf>

Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. Contact Michelle Sweeney at 874-8682 for further information.

2009 NFPA 11.14 Plan Review

1.14.2 The applicant shall be responsible that the following conditions are met:
The construction documents include all of the fire protection requirements.
The shop drawings are correct and in compliance with applicable codes and standards.
The contractor maintains an approved set of construction documents on site.

18.3 Water Supplies and Fire Hydrants

-Fire Department Connections shall not be located where large diameter hose may block egress.

All construction and installation shall comply with City of Portland Fire Department Building Regulations.
<http://www.portlandmaine.gov/fireprevention/fdrulesandregulations.pdf>

Pay special attention to: Chapter 4 Building, Stair, Suite and Room Designation

Pay special attention to: Chapter 5 Emergency Alarm Systems

Pay special attention to: Chapter 6 Suppression Systems

Note*Pay special attention to code requirements reference carbon monoxide protection since there is parking in the structure.

Captain Chris Pirone
Portland Fire Department
Fire Prevention Bureau
380 Congress Street
Portland, ME 04101
(t) 207.874.8405

Shukria Wiar - Fwd: 183-189 Bracket; Redfern properties

From: Deb Andrews
To: Shukria Wiar
Date: 11/5/2012 9:14 AM
Subject: Fwd: 183-189 Bracket; Redfern properties

>>> "Bill Stauffer" <bstaufer@eco-story.com> 11/5/2012 8:01 AM >>>
Dear Planning Division,

I will be out of the country on business and unable to attend the November 7 meeting. I own the property at 200 Bracket Street which includes Bonobo Pizza and several apartment units. I have been speaking with other property owners and renters in the area and, while I am generally supportive of the proposed construction, we are very concerned about the proposed break with City parking guidelines for new construction. I own 8 parking spaces and every month I receive calls from people wishing to rent spaces. The parking in this area is already maxed out and any new construction that does not adhere to the 1 space per unit rule will add major stress to the area and will be met with very strong reaction from the residents and business owners in the area. The City of Portland has been giving in on this rule frequently in the last few year yet I hope in this instance the City will insist on the 1 space per unit rule. Thank you,

Bill Stauffer
PH: (207) 699-5727 x101
FX: (207) 699-2321

Eco-story LED Lighting
468 Forest Ave.
Portland, ME 04101
USA
www.eco-story.com

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P.O. Box 8816
Portland, ME 04104
Office: 207-221-5746
Fax: 207-221-2822

October 15, 2012

City of Portland
Planning Division
389 Congress Street, 4th Floor
Portland, ME 04101

Re: West End Place/Preliminary Site Plan Application, Pine

Dear Sir or Madam:


Redfern LWS LLC is pleased to submit the attached Level III Preliminary Site Plan Application. The detailed proposal herein contemplates a mixed use building on the Northeast corner of Pine and Brackett Streets. The building would contain 2 ground level retail suites, 39 residential apartments on floors 2 -4 and 34 ground level parking spaces. As we describe in the application, we believe that the proposal is very consistent with the principals of "smart growth" as outlined in the City's comprehensive plan.

Please do not hesitate to contact us or any of our project consultants to discuss this application. We appreciate your consideration of our proposal.

Sincerely,



Jonathan Culley
Redfern LWS LLC



Paul Peck
Paul Peck
Redfern LWS LLC

PROJECT NAME: West End Place

PROPOSED DEVELOPMENT ADDRESS:
40 Pine St., 183-189 Brackett Street

PROJECT DESCRIPTION:
New Construction of mixed-use building containing 2 ground floor retail suites
and 39 residential apartments on Floors 2-4.

CHART/BLOCK/LOT: 45-E-39,40,41,42,50 **PRELIMINARY PLAN** 10/13/2012 (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant's Contact for electronic plans
Name: Ryan Senatore
e-mail: ryan@senatorearchitecture.com
work # 207-650-6414

Applicant – must be owner, Lessee or Buyer Name: Jonathan Culley Business Name, if applicable: Redfern LWS LLC Address: P.O. Box 8816 City/State : Portland, ME Zip Code: 04104	Applicant Contact Information Work # 207-221-5746 (prefer cell) Home# Cell # 207-776-9715 Fax# 207-221-2822 e-mail: jonathan@redfernproperties.com
Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Address: City/State : Zip Code:	Agent/Representative Contact information Work # Cell # e-mail:
Billing Information Name: Redfern LWS LLC Address: P.O. Box 8816 City/State :Portland, ME Zip Code:04104	Billing Information Work # See Applicant Cell # Fax# e-mail:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews)	Fees Paid (office use)	Other Reviews (check applicable reviews)	Fees Paid (office use)
<input checked="" type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over 300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee) <hr/> The City invoices separately for the following: <ul style="list-style-type: none"> - Notices (\$.75 each) - Legal Ad (% of total Ad) - Planning Review (\$40.00 hour) - Legal Review (\$75.00 hour) Third party review is assessed separately.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = _____ <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input checked="" type="checkbox"/> Historic Preservation	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Plan Amendments (check applicable reviews) <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500)	Fees Paid (office use) <input type="checkbox"/> <input type="checkbox"/>		

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Submissions shall include one (1) paper packet with folded plans containing the following materials:


1. One (1) full size set of plans that must be folded.
2. One (1) copy of all written materials as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
6. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov. Copies of the ordinances may be purchased through the Planning Division.

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 as 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 Planning Authority and Code Enforcement'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 codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 10/15/2012
--	---------------------

PROJECT DATA

(The following information is required where applicable, in order complete the application)

Total Site Area	17,388 sf (0.40 acres)
Proposed Total Disturbed Area of the Site	17,388 sf (0.40 acres) sq. ft.
<small>(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland)</small>	
IMPERVIOUS SURFACE AREA	
• Proposed Total Paved Area	Building and Pavement 14,988 sq. ft.
• Existing Total Impervious Area	17,388 sq. ft.
• Proposed Total Impervious Area	14,988 sq. ft.
• Proposed Impervious Net Change	-2,400 sq. ft.
BUILDING AREA	
• Proposed Building Footprint	First floor area 3,329 sq. ft.
• Proposed Building Footprint Net change	940 sq. ft.
• Existing Total Building Floor Area	2,389 sq. ft.
• Proposed Total Building Floor Area	39,088 sf plus 8,815 covered parking sq. ft.
• Proposed Building Floor Area Net Change	36,699 sq. ft.
• New Building	Yes (yes or no)
ZONING	
• Existing	B1 Neighborhood Business Zone
• Proposed, if applicable	B1 Neighborhood Business Zone
LAND USE	
• Existing	Retail, Residential and Parking
• Proposed	Retail, Residential and Parking
RESIDENTIAL, IF APPLICABLE	
• Proposed Number of Affordable Housing Units	(0) Zero
• Proposed Number of Residential Units to be Demolished	(1) One
• Existing Number of Residential Units	(1) One
• Proposed Number of Residential Units	(39) Thirty Nine
• Subdivision, Proposed Number of Lots	(1) One
PARKING SPACES	
• Existing Number of Parking Spaces	(45-50) Fourty Five to Fifty
• Proposed Number of Parking Spaces	(34) Thirty Four
• Number of Handicapped Parking Spaces	(2) Two
• Proposed Total Parking Spaces	(34) Thirty Four
BICYCLE PARKING SPACES	
• Existing Number of Bicycle Parking Spaces	(0) Zero
• Proposed Number of Bicycle Parking Spaces	(14) Fourteen on site
• Total Bicycle Parking Spaces	(14) Fourteen on site
ESTIMATED COST OF PROJECT	
	\$5 million

General Submittal Requirements – Preliminary Plan (Optional)

Level III Site Plan

Preliminary Plan Phase Check list (if elected by applicant)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Completed application form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Application fees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of project
<input checked="" type="checkbox"/> Separate Cover	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Copies of required State and/or Federal permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards, where applicable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Traffic analysis (may be preliminary, in nature, during the preliminary plan phase).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of significant natural features located on the site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of project's consistency with related city master plans.
<input checked="" type="checkbox"/> For MCOR	<input type="checkbox"/>	1	Neighborhood Meeting Material (refer to page 13 of this application.)
Applicant Checklist	Planner Checklist	Number of Copies	Site Plan Submittal Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Preliminary Site Plan including the following: (*information provided may be preliminary in nature during preliminary plan phase):
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (preliminary layout).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, transit infrastructure, roadway improvements).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary stormwater management and erosion control plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed alterations to and protection measures for significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).

PURCHASE AND SALE AGREEMENT - LAND ONLY

Offer Date May 14, 2012

Effective Date Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between LWB INVESTMENTS, LLC ("Buyer") and _____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 22 for explanation) the property situated in municipality of PORTLAND County of CUMBERLAND, State of Maine, located at Yopine St / 189-191 BRACKETT ST and described in deed(s) recorded at said County's Registry of Deeds Book(s) 23324, Page(s) 178

M.C. 5-16-2012

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ _____ Buyer has delivered; or will deliver to the Agency within 2 days of the Offer Date, a deposit or earnest money in the amount of \$ 10,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered _____. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY/ACCEPTANCE: HARBORVIEW PROPERTIES, INC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 15, 2012 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 5/9/2012 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) _____. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2012 Page 1 of 4 - P&S-LO Buyer(s) Initials LL Seller(s) Initials MC
Flynn & Company, Inc. 372 Cottage Road South Portland, ME 4106
Phone: (207)767-0022 Fax: Jeremy Bern

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* 045 E042 / 045 E041 / 045 E05 / 40 Pine St
* Acceptance
50
XMC
5-16-2012
5/14/12

peck

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. HAZARDOUS WASTE REPORTS Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEPLURE APPROVALS Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: <u>n/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: <u>See Addendum #1 and 2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>54</u>	<u>BUYER</u>	<u>BUYER</u>

Further specifications regarding any of the above: none 5/16/12

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Richard Murphy Jean
 Murphy (013858) of HARBORVIEW PROPERTIES (2463)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

JEREMY BENN (014586) of JOB FLYNN REAL ESTATE (2712)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: SELLER TO PROVIDE BUYER WITHIN 7 DAYS OF SELLER SIGNING THIS AGREEMENT ALL INCOME AND EXPENSE INFORMATION CONCERNING THE PROPERTY FOR THE LAST 48 MONTHS, ALL SURVEYS, ENVIRONMENTAL REPORTS, LETTERS TO AND FROM ANY NEIGHBORS, THE CITY OF PORTLAND OR ANYONE ELSE SENT OR RECEIVED IN THE LAST 48 MONTHS.

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: Yes Explain: SEE ADDENDUM #1 and #2 No

Buyer's Mailing address is PO BOX 7993, PORTLAND, ME 04112

BUYER [Signature] 05/14/2012 DATE BUYER _____ DATE _____
 IWS INVESTMENTS, LLC BY [Signature]

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

SELLER MW Clarke 5-16-2012 DATE SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter-offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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PA

Addendum 4

Addendum to Purchase and Sale Agreement dated May 14, 2012 (hereinafter "the Contract") between Clarke Properties, Inc. and Merle Clarke (hereinafter "seller") and LWS Investments, LLC (hereinafter "buyer") regarding property located at 189-191 Brackett Street and 40 Pine Street Portland.

Per Addendum 3, Item 5: Buyer hereby assigns the contract to Redfern LWS, LLC. Seller hereby consents to the assignment.

Redfern LWS, LLC hereby agrees to be bound by the terms and conditions of the May 14, 2012 Purchase and Sale Agreement as modified by the Addendums.

Signed, Sealed, and Delivered in the presence of:

Clarke Properties, Inc.
M.W. Clarke dated: 10/18/12
By: Merle W. Clarke
Its:

LWS Investments, LLC
[Signature] dated: 9/20/12
By: Paul Peck
Its: Manager

M.W. Clarke dated: 10/18/12
Merle W. Clarke

Redfern LWS, LLC
[Signature] dated: 9/20/12
By: Paul Peck
Its: Manager

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT made as of this 11 day of June, 2012 by and between Daniel W. Stevens and John R. Jordan, with a mailing address of: 64 Eastern Promenade, Portland, Maine 04101, (the "Seller") and Redfern - LWS, LLC of Portland, Maine (the "Buyer").

WHEREAS, the parties desire to enter into this Agreement for the purchase and sale of certain real estate identified below, in accordance with the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES.** Seller agrees to sell and Buyer agrees to buy the land, building(s) and improvement(s) situated at 183 Brackett Street, Portland, Maine, and more particularly described on Exhibit A attached hereto, together with any fixtures and other items of real property situated thereon (collectively the "Premises"), described as follows:

(Municipal Reference: Tax Map 045 / Lot 39-40)

(Title Reference: Book 12401 / Page 001 in the Cumberland County Registry of Deeds)

(a) **Personal Property.** No items of personal property are included with the Premises. All personal property shall be removed from the property prior to closing. Any personal property left on the Premises following closing shall be deemed abandoned and of no value and may be disposed of at Buyer's discretion, and any bills associated with the disposal shall be paid by the Seller. Except as otherwise set forth in this paragraph, Buyer and Seller agree that no portion of the Purchase Price, defined below, shall be attributable to any personal property.

(b) **Fixtures.** All fixtures are to be included in this sale, including any existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical and light fixtures, and appliances.

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of [REDACTED] (the "Purchase Price") payable as follows:

(a) **Deposit.** The sum of Ten Thousand Dollars (\$10,000.00) (the "Deposit") shall be deposited with Escrow Agent within two (2) days of the effective date of this Agreement ("Escrow Agent") as an earnest money deposit to be credited against the purchase price at the closing. Seller's attorney shall act as Escrow Agent.

(b) **Cash at Closing.** The balance of the purchase price, [REDACTED] shall be paid by certified check or bank cashier's check at the closing.

3. **TITLE.** Seller shall convey the Premises to Buyer at the closing by warranty deed, free and clear of all liens and encumbrances except customary utility easements of record which do not adversely affect the use of the Premises. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed thirty (30) days from Buyer's notice to Seller thereof (the "Cure Period"), in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within the Cure Period, or in the event that Seller elects not to remedy same, the Deposit shall be returned to Buyer and this Agreement will terminate. Notwithstanding any of the foregoing, Buyer may, at Buyer's option, elect to close regardless of the existence of any such defects, by providing Seller with written notice of such election within ten (10) days following the expiration of the Cure Period.

4. **CLOSING.** The closing of this transaction shall take place on or before, at buyer's election, [REDACTED] (the "Closing Date"), at 10:00 a.m./p.m., local time, at the following location: Buyer's Attorney's office or, if the Buyer and the Seller shall mutually agree in advance, at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises with full Warranty Covenants.

4.1 **Option to Extend.** Buyer shall have the right to extend the closing date by [REDACTED], provided it furnishes Escrow Agent an additional deposit of [REDACTED].

5. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS**

(a) The following items shall be prorated as of the transfer of parking and rental income, if any, title; fuel oil; rent; association fees; and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller;

- (b) The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.
- (c) The recording fee for the deed of conveyance and any expenses related to any mortgage which Buyer may grant to a lender in connection with this transaction shall be paid for by Buyer.
- (d) A portion of the purchase price shall be withheld by Buyer at closing if required by 36 M.R.S.A. § 5250-A.
- (e) Seller agrees to pay \$0 towards purchaser's closing costs.

6. POSSESSION. Seller shall deliver possession of the Premises to Buyer at the closing, free of all personal property, leases, tenancies or occupancies by any person, unless otherwise agreed to in writing by Buyer and Seller.

7. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE.

(a) All risk of loss to the Premises and said personal property prior to the closing shall be on Seller, and Seller shall keep the same insured against fire and other extended coverage risks until the closing.

(b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the reasonable opinion of Buyer, substantially damaged, Buyer may either (i) terminate this Agreement and receive back the Deposit, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same.

8. BUYER INSPECTION. Buyer or its agents may enter the Premises at all reasonable times prior to the closing in order to inspect the same. Buyer may conduct a walk through inspection of the Premises within 24 hours prior to the Closing Date to determine whether the Premises meet the conditions herein. Buyer's inspection of the Premises, pursuant to this paragraph, shall not be deemed a waiver of any of the representations and warranties made by Seller hereunder.

9. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of Buyer to close is subject to the following conditions:

(i) Due Diligence. Buyer shall have 90 days from the effective date to obtain confirmation, satisfactory to Buyer, that the property will accommodate its proposed development and that there are no environmental concerns. If Buyer is not so satisfied, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified time period and any earnest money shall be returned to Buyer. If Buyer does so notify Seller within the time period set forth above, this contingency is waived by Buyer. Seller, upon 24 hours advance notice, shall allow any and all environmental testing of the property provided any property disturbance is repaired.

~~(b) Seller to provide Buyer within ten days of the effective date the following:~~

- ~~i. All letters, notices, faxes and emails sent to or received from the City of Portland within forty-eight (48) months from the effective date;~~
- ~~ii. All letters, notices, faxes and emails sent to or received from any person, entity or organization within forty-eight (48) months from the effective date;~~
- ~~iii. All letters, notices, faxes and emails sent to or received from any state or federal agency or department within forty-eight (48) months from the effective date;~~
- ~~iv. All surveys of the Premises;~~
- ~~v. Any and all environmental reports and/or findings concerning the Premises;~~
- ~~vi. Any and all reports, letters, memorandums or communications concerning any hazardous conditions concerning the Premises including, but not limited to, environmental concerns;~~
- ~~vii. Any and all soil surveys of the Premises; and~~
- ~~viii. Any and all title policies and reports concerning the Premises.~~

10. DEFAULT REMEDIES. In the event of default by Seller, Buyer shall have all remedies available at law and equity. In the event that Buyer defaults in the performance of its obligations under this Agreement, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.

11. BROKERAGE.

There is no real estate broker involved in this transaction

12. OFFER AND ACCEPTANCE. This Agreement when submitted to Seller with Buyer's Deposit shall constitute an offer which must be accepted by Seller within two (2) days or expire by its terms, time being of the essence.

13. DISPUTE. Any dispute or claim arising from or relating to this Agreement or the Premises shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, which shall take place in Portland, Maine. This clause shall survive the closing.

14. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there is no existing violation of any environmental law, ordinance, or regulation applicable to the Premises, including without limitation any violation concerning hazardous, toxic, or waste substances or materials on the Premises.

15. MISCELLANEOUS.

(a) Time. Time is of the essence of this Agreement.

(b) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, to the address set forth in the first paragraph of this Agreement, unless otherwise indicated as follows:

TO SELLER: _____

TO BUYER: _____

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

(c) Effective Date. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within X days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

(d) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein.

(e) Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

(f) Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Authorization. The parties authorize the disclosure of the terms of this Agreement to any attorney, title company, appraiser, lender, insurance agent, inspector, municipal officer, or other person(s) who may facilitate the closing of this transaction.

(h) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders.

(i) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

(j) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

(k) Venue and Jurisdiction. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Cumberland, State of Maine.

(l) Amendments. This Agreement shall not be amended except by written instrument executed by Seller and Buyer.

(m) Assignment. This Agreement shall not be assigned by Seller except with the written consent of Buyer.

(n) Survival. The parties' obligations under Section 14 of this Agreement shall survive the closing of the purchase and sale of the Premises.

(o) Addendum(s) or Attachment(s): None

(p) Other Terms or Conditions: None

BY signing below, the Buyer(s) agree to purchase the Premises upon the above terms and conditions in this Agreement.

DATE 6/7/12

[Signature]
Buyer/Print Name: _____ Soc. Sec. # _____

DATE _____

[Signature]
Buyer/Print Name: Donna C. Culy Soc. Sec. # _____

BY signing below, the Seller accepts the offer of the Buyer(s) and agrees to sell and deliver the premises upon the above terms and conditions in this Agreement.

DATE 6/7/12

[Signature] John Stevens
Seller/Print Name: _____ Soc. Sec. # _____

DATE 6-7-12

[Signature] DON STEVENS
Seller/Print Name: _____ Soc. Sec. # _____

AGREEMENT OF ESCROW AGENT. Escrow Agent by executing this Agreement agrees to hold the Deposit in a/an [] interest [] non-interest bearing bank account to be disbursed in accordance with the terms of this Agreement.

DATE _____

Escrow Agent/Print Name: _____

WRITTEN STATEMENTS
PRELIMINARY SITE PLAN APPLICATION REVIEW
WEST END PLACE
PORTLAND, MAINE
OCTOBER 9, 2012

- General Summary of Existing and Proposed Easement or Other Burdens

The boundary and existing conditions survey prepared by Nadeau Land Surveys (dated 8/20/12) indicates an existing Portland Water District easement located adjacent to the existing buildings on-site. The applicant is in the process of confirming that this easement was only for service to the building that will be demolished.

- General Summary of Significant Natural Features Located On Site

To the best of our knowledge, this site has no unusual natural areas, wildlife and fisheries habitats, archaeological sites or other existing significant natural features, as defined in Section 14-526 (b) 1 of the Land Use Code.

- Request for Waivers from Individual Site Plan and / or Technical Standards

We formally request waivers to the following Site Plan Standards (*City of Portland Code of Ordinance Chapter 14 Land Use, June 21, 2012*):

Section 14-332 (a) 3 (a) and (c) – OFF-STREET PARKING – RESIDENTIAL DEVELOPMENTS ON PENINSULA

Section 14-332 (a) 3 (a) states that one (1) parking space is required per residential unit. The ground level parking layout provides 34 parking spaces for the proposed 39 residential units. The proposed layout maximizes parking by combining standard and compact spaces with reduced aisle widths. We request a waiver from the off-street parking standard for five (5) parking spaces.

For Section 14-332 (a) 3 (c), we respectfully request the planning board find the number of proposed parking spaces sufficient for the scope of this project. This section states that leniency by the planning board is possible in the event that a residential project establishes a travel demand management (TDM) program and is in close proximity to public transit. A TDM is in progress for this project and public transit is conveniently located within a ¼ mile of the proposed development.

Section 14-526 (a) 4 (a) (iv) – PARKING

This section states that all parking spaces and aisles shall comply with the dimensional requirements of the City's Technical Manual. Proposed parking spaces (both standard and compact) are consistent with these standards, but proposed aisles are 22' wide, rather than the required 24' width. We believe this width to be adequate because of the anticipated low volume use, assigned parking and infrequent turnover of residential parking spaces. A turning template exhibit is included with this document, indicating that the provided aisle width will work for both standard and compact size vehicles. This configuration of parking and aisle width provides adequate maneuvering room for vehicles, and therefore we request a waiver to the aisle width standards, both as part of the Site Plan and Technical Standards.

Section 14-526 (b) 2 (b) (iii) (a)- LANDSCAPING AND LANDSCAPE PRESERVATION

This section states that 1 street tree per residential unit is required. Currently, there are four (4) existing street trees along Bracket Street and one (1) along Pine Street. Based on the required spacing for new trees of 30 to 45 feet on center, the frontage of this property is not sufficient to meet the requirement. Six (6) new street trees are proposed, as indicated on the Site Plan. We are seeking a waiver from the number of new street trees to be planted on the premise that the spacing and number of trees required for a development of this scope cannot physically fit along the property's frontage.

We formally request waivers to the following Technical Standards (*City of Portland Technical Manual, May 11, 2010*):

1.14. PARKING LOT AND PARKING SPACE DESIGN

This Section indicates that parking lots with more than 10 spaces may be comprised of up to 20% compact parking spaces. On the proposed Site Plan, we are providing a total of 34 parking spaces, 50% (17 spaces) of which are compact. We request a waiver to the Standards to allow the 17 compact spaces.

Parking Lot aisle widths are indicated in Figures I-28 thru I-31 of the Technical Manual. We are providing an aisle width of 22 feet, as stated above, which we believe to be adequate because of the low volume use, assigned parking and infrequent turnover of residential parking spaces. We believe this configuration of parking and aisle width provides adequate maneuvering room for vehicles, and therefore request a waiver to the aisle width Technical Standard, as discussed above.

Summary of Requested Waivers:

- 1. Shortage of 5 parking spaces***
- 2. Reduced parking lot aisle width of 22'***
- 3. Reduced number of street trees to be planted***
- 4. Allow 50% of parking spaces to be for compact vehicles***

- *Additional Information Regarding the Preliminary Site Plan*

AREA TRANSIT

Greater Portland Metro Bus Route #8 provides bus service to the West End neighborhood. There are stops at the intersection of Congress and State Streets (approximately 1/10 of a mile from the corner of Pine and Brackett Streets) and at the intersection of Pine and West Streets (approximately 400 feet from the corner of Pine and Brackett Streets). These bus stops, as well as the others along the #8 route, are denoted by yellow signs. Due to the extremely close proximity of this site to the established bus route and identified bus stops, we feel public transit is readily accessible from the proposed site. Therefore, no new transit facilities are provided.

BICYCLE PARKING

Bicycle parking is provided, consistent with the City's Technical Standards, for both the residential and retail uses proposed on-site. The 14 bicycle spaces required for 39 residential units are located behind the parking lot. Access will be through the building or overhead garage door. Parking for an additional 4 bicycles is provided in the sidewalk, near the largest proposed retail space. Because the garage will be access-controlled, we feel sidewalk bicycle parking would be most convenient for retail customers.

METRO

Greater Portland Transit District

www.gpmetrobus.com • 207-774-0351

Service Changes: Effective week of May 13, 2012

8 Peninsula Loop M8

Casco Bay Ferry Terminal

OUTBOUND		INBOUND				Arrives	
Departs	Casco Bay Ferry Terminal	Whole Foods	Hannaford Plaza	Congress & Forest	Maine Medical Center	Congress & Forest (Flotels)	Casco Bay Ferry Terminal
8:42	8:18	6:54	7:04	6:46	6:52	7:02	7:12
7:17	7:03	7:24	7:34	7:12	7:19	7:31	7:42
8:18	8:04	7:54	8:04	8:12	7:49	8:01	8:12
8:18	8:04	8:24	8:34	8:42	8:19	8:31	8:42
8:12	8:48	8:54	9:04	9:12	8:49	9:01	9:12
9:12	9:18	9:24	9:34	9:42	9:19	9:31	9:42
9:42	9:48	9:54	10:04	10:12	9:49	10:01	10:12
10:12	10:18	10:24	10:34	10:42	10:19	10:31	10:42
10:42	10:48	10:54	11:04	11:12	10:49	11:01	11:12
11:12	11:18	11:24	11:34	11:42	11:19	11:31	11:42
11:12	11:48	11:54	12:04	12:12	11:49	12:01	12:12
12:12	12:18	12:24	12:34	12:42	12:19	12:31	12:42
12:42	12:48	12:54	1:04	1:12	12:49	1:01	1:12
1:12	1:18	1:24	1:34	1:42	1:21	1:35	1:47
1:47	1:53	1:59	2:09	2:17	1:51	2:05	2:17
2:17	2:23	2:29	2:39	2:47	2:26	2:40	2:52
2:47	2:53	3:04	3:14	3:22	2:56	3:10	3:22
3:22	3:28	3:34	3:44	3:52	3:31	3:45	3:57
3:57	4:03	4:09	4:19	4:27	4:01	4:15	4:27
4:27	4:33	4:39	4:49	4:57	4:36	4:50	5:06
5:06	5:11	5:17	5:27	5:35	5:06	5:20	5:35
5:35	5:41	5:47	5:57	6:00	5:46	6:00	6:10
6:00	6:14	ends at Franklin Towers			ends at Forest/Congress		
8:00	8:05			8:13	8:20	8:33	8:42
8:42	8:49	8:55		9:02	9:08	9:22	9:32
9:32	9:39	9:45		9:52	9:59	10:12	10:22
10:32	10:39	10:35		10:42	10:49	11:02	11:15
11:15	11:22	11:28		11:35	11:42	11:55	12:05
12:05	12:12	12:18		12:25	12:32	12:45	12:55
1:05	1:02	1:08		1:15	1:23	1:37	1:48
1:48	1:55	2:01		2:08	2:16	2:29	2:40
2:40	2:46	2:52		2:58	3:07	3:22	3:33
3:33	3:40	3:46		3:54	4:03	4:18	4:29
4:29	4:36	4:44		4:50	4:59	5:14	5:25
5:25	5:32	5:40		5:46	5:54	6:08	6:19
6:19	6:26	ends at Franklin Towers					

MONDAY - FRIDAY

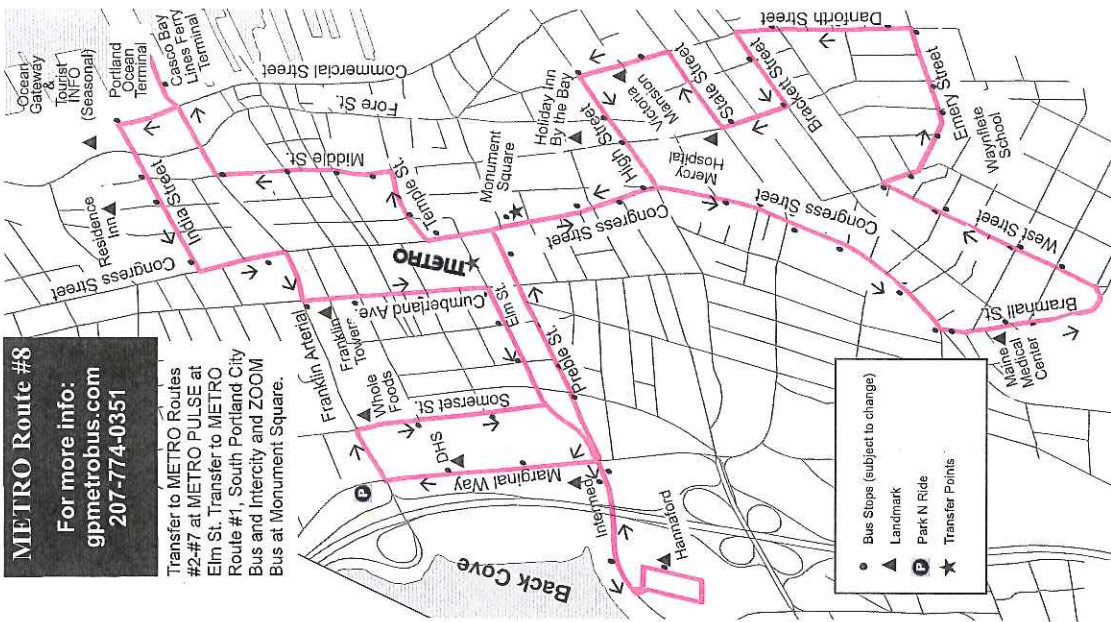
SATURDAY

NO SUNDAY SERVICE

METRO bus travels throughout Portland, Westbrook, Bannockburn and the Maine Mall area of South Portland. Connect to Amtrak/DownEast, Concord Coach & Portland Jetport on METRO Route #5.

Regional Monthly Passes (for travel on METRO and South Portland Bus Service) & METRO TenRide Tickets available along this route at: METRO PULSE, Casco Bay Ferry Terminal (day passes also available) and Hannaford supermarket.

May 13, 2012 - Subject to change.



A Quick Glimpse at METRO Route #8

Outbound Route #8 leaves Casco Bay Ferry Terminal and travels to Marginal Way and Hannaford Supermarket with several stops along India Street, Cumberland Avenue and Elm Street.

Inbound Route #8 travels to the West End of Portland, Maine Medical Center and Mercy Hospital before heading back to Congress Street via Danforth, State and High Streets.

Jennifer Williams

From: Tom Ridge
Sent: Monday, October 01, 2012 3:42 PM
To: Jennifer Williams
Subject: Re: Bus stop near Pine & Brackett Streets?

In your area, there are yellow signs signifying bus stop locations every few blocks.

Tom Ridge
Asst. Transportation Mgr./Safety Officer
Greater Portland Transit District
207-774-0351
207-310-1889
tridge@gpmetrobus.com

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

From: [Jennifer Williams](mailto:Jennifer.Williams@metrobus.com)
To: [Tom Ridge](mailto:Tom.Ridge@metrobus.com)
Sent: Monday, October 01, 2012 3:13 PM
Subject: RE: Bus stop near Pine & Brackett Streets?

Thank you, that is very helpful. Are the bus stops in this area are noted with signs or do they have shelters?

Thanks again.

From: Tom Ridge [mailto:tridge@gpmetrobus.com]
Sent: Monday, October 01, 2012 3:06 PM
To: Jennifer Williams
Subject: Re: Bus stop near Pine & Brackett Streets?

Hi Jennifer,

If you are headed to Maine Medical you would need to wait in front of Local 188 at Congress St. and State St.. Heading in the direction of downtown, the nearest stop is at Pine St. and West St. at what is known as the old Butler School. The timepoint on the schedule to follow is the Maine Medical column.
Thank you,

Tom Ridge
Asst. Transportation Mgr./Safety Officer
Greater Portland Transit District
207-774-0351
207-310-1889
tridge@gpmetrobus.com

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

From: [Jennifer Williams](mailto:Jennifer.Williams@metrobus.com)
To: tridge@gpmetrobus.com
Sent: Monday, October 01, 2012 2:44 PM
Subject: Bus stop near Pine & Brackett Streets?

Tom –

Could you tell me where the closest bus stop is to the intersection of Pine Street and Brackett Street in the West End? I believe it is bus #8 that goes through that area, but couldn't tell from the map on your website where the closest stop is to that intersection.

Thanks,
Jen

Jennifer R. Williams, EIT
Blais Civil Engineers, PA
207-767-7300
www.BLAISce.com

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September 29, 2012

West End Place, Portland, Maine

Zoning Assessment

Zone: B1 Neighborhood Business Zone 14-161
 CBL: 045 E039001, E040001, E041001, E042001, E050001
 Street Address: 183-189 Brackett Street
 Lot Size: 0.40 acres = 17,388 sf

Uses Allowed: Any residential use permitted in the residential zone abutting the property, Business, Retail. Conditional Use: Restaurants meeting specific requirements

Dimensional Requirements:

	Required	Provided
Minimum Lot Size (Residential, Retail, Restaurant)	None	17,388 sf
Minimum Street Frontage	50 feet	72.9 feet
Maximum Front Yard	10 feet	1 foot
Front Yard Setback	None	1 foot
Side Yard Setback	10 feet*	10 feet*
Rear Yard Setback	20 feet*	28 feet
Maximum impervious surface ratio	90%	87.4%
Minimum Lot Width	None	65 feet
Maximum building height	45 feet	43 feet
Maximum first floor area for multi-tenant bldg.	10,000 sf	3,329 sf
Maximum lot area per dwelling unit	435 sf	466 sf (39 units)

* At abutting first floor residential use, other wise none required

Off-Street Parking requirements:

	Required	Provided
Residential Use: 1 space per dwelling unit	39 spaces	34 spaces
Retail: 1 space per 200 sf in excess of 2000sf	None (1,990 sf)	None

B1 Business Zone Design Guidelines Apply

The proposed project meets all zoning requirements of the B1 zone above with the exception of parking spaces, we are preparing a Traffic Demand Management plan which outlines why we are proposing 34 onsite parking spaces for 39 dwelling units.

11/14/2022

11/14/2022

11/14/2022



William J. Bray, P.E.
 235 Bancroft Street
 Portland, Maine 04102
 Phone (207) 774-3603
trafficsolutions@maine.rr.com

October 6, 2012

Preliminary Traffic Assessment Proposed West End Place

INTRODUCTION

Redfern LWS, LLC is proposing development of a multi-use project on Brackett Street at the intersection of Pine Street. Present uses on the proposed site include 45 to 50 surface parking spaces and two small vacant buildings. The proposed multi-use project will include 39 residential apartment units (24 one-bedroom and 15 two-bedroom units) and approximately 1,990 square feet of retail space. A total of 34 parking spaces are provided on-site, which includes a mix of full and compact car spaces.

The proposed site design consolidates the three existing driveway openings to a single opening located approximately 125' from the Pine Street intersection.

This document, which responds to direction received from the City's Traffic Consultant, estimates the peak hour trip generation of the proposed project during typical weekday AM and PM peak travel times, reviews existing roadway safety conditions adjacent to the site, and provides an assessment of vehicle sight distance at the proposed driveway intersection with Brackett Street.

A finalized traffic assessment, which will include peak hour traffic data for the Pine Street/Brackett Street intersection, will accompany the final project submission.

SITE TRAFFIC

The eighth edition of the Institute of Transportation Engineers (ITE) "TRIP GENERATION" manual was used to determine the volume of site trips generated by the proposed multi-use project. The ITE publication provides numerous Land-Use categories and the average volume of trips generated by each category. The following Land-Use categories and trip rates were used in that effort:

Land-Use Code 220 – APARTMENT

Weekday Street Peak Hour – AM Peak	= 0.51 trips/dwelling unit
Weekday Street Peak Hour – PM Peak	= 0.62 trips/dwelling unit
Weekday AM Peak Hour – Generator	= 0.55 trips/dwelling unit
Weekday PM Peak Hour – Generator	= 0.67 trips/dwelling unit

Land-Use Code 814 – SPECIALITY RETAIL CENTER

Weekday Street Peak Hour – AM Peak	= Retail sites typically closed during this period
Weekday Street Peak Hour – PM Peak	= 2.71 trips/1,000sf area
Weekday AM Peak Hour - Generator	= 6.84 trips/1,000sf area
Weekday PM Peak Hour – Generator	= 5.02 trips/1,000sf area

Table 1 provides a summary of trip generation for the proposed project:

Table 1

TOTAL TRIPS GENERATED BY PROPOSED SITE USES

<u>Time Period</u>	<u>Apartment Units</u>	<u>Retail Area</u>	<u>Total Trips</u>
AM Street Peak	20	0	20
PM Street Peak	24	5	29
AM Peak Generator	21	14	35
PM Peak Generator	26	10	36

Accordingly, the proposed project can be expected to generate a low of 20 vehicle trips during the morning peak commuter hour and a high of 36 trips in the PM peak hour of the site, which likely occurs in early afternoon.

EXISTING SAFETY CONDITIONS

The Maine Department of Transportation's (MaineDOT) Accident Records Section provided the latest three-year (2009 through 2011) crash data for the portion of Brackett Street between Spring Street and Carleton Street and the section of Pine Street from Winter Street to West Street. MaineDOT's report follows:

2009 through 2011 Accident Records

<u>Location</u>	<u>Total Accidents</u>	<u>Critical Rate Factor</u>
1. Brackett Street @ Spring Street	2	1.08
2. Brackett Street @ Pine Street	5	2.31
3. Brackett Street @ Walker Street	1	0.00
4. Brackett Street btw. Spring Street and Spruce Street	2	1.69
5. Brackett Street btw. Gray Street and Pine Street	3	1.24
6. Brackett Street btw. Dow Street and Walker Street	3	1.74
7. Pine Street @ West Street	1	0.94
8. Pine Street btw. Winter Street and Brackett Street	3	2.45
9. Pine Street btw. Brackett Street and West Street	3	1.97

The MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- *8 or more accidents*
- *A Critical Rate Factor greater than 1.00*

As the data presented in the table shows, the incidence of traffic crashes for the noted sections of both Pine and Brackett Streets are well below MaineDOT's criteria for identification of a high crash location.

VEHICLE SIGHT DISTANCE

The City of Portland's Technical Standards require, where driveways enter an existing street, that vehicle sight distance conform to standards established by the Maine Department of Transportation as contained in their publication, Chapter 299, Highway Driveway and Entrance Rules. The stated standards are as follows:

Sight Distance Standards

Speed Limit	Sight Distance
25 mph	200 feet
30	250
35	305
40	360
45	425
50	495
55	570

Vehicle sight distance was carefully considered in the design of the project's driveway entrance onto Brackett Street. The proposed design recommends that public on-street parking be prohibited within 25-feet of the proposed driveway entrance to ensure that vehicles exiting the parking garage can safely observe vehicles approaching in either direction along Brackett Street (The City's general standard maintains a minimum parking restriction of 5-feet - *Ord. 28-53b*). The proposed parking restrictions provide acceptable sightlines for vehicles exiting the proposed garage onto Brackett Street, based upon a roadway travel speed of 25mph, the assumed speed limit on Brackett Street.

SUMMARY

1. The proposed multi-use project site can be expected to generate a range of 20 to 29 vehicle trips during the identified peak travel periods of a typical weekday.
2. MaineDOT's most recent traffic crash report (2009 through 2011) for the section of Brackett Street between Carleton and Spring Streets and the portion of Pine Street from Winter Street to West Street indicates the frequency of crashes is considerably below MaineDOT's criteria for identification of a high crash location.
3. The proposed site design incorporates special parking restrictions on Brackett Street adjacent to the access driveway to ensure that acceptable vehicle sightlines are provided for vehicle operators exiting the proposed on-site parking garage.



PRELIMINARY STORMWATER MANAGEMENT REPORT
WEST END PLACE
PORTLAND, MAINE
October 9, 2012

INTRODUCTION

The subject property (the Site) is located at 183-189 Brackett Street in Portland, Maine. This report discusses the Site's existing and proposed hydrologic conditions and the stormwater quality treatment measures that will be implemented to mitigate stormwater impacts from the project. Prior to submitting this report, we met with the City of Portland Engineering Department to discuss the project and approach for stormwater management.

The Site is approximately 17,388± square feet and is currently paved and gravel parking lots accessed by three separate brick driveways from Brackett Street. There are two existing structures: one 1-story building and one 1.5-story building. The owner proposes to construct a 4-story, mixed-use building on the property. The building will consist of retail space and surface parking on the ground floor and 39 residential units on the floors above. This report discusses the Site's hydrological conditions and compares stormwater runoff between existing and proposed conditions.

EXISTING SITE CONDITIONS

The existing structures on Site have a footprint of 2,389± square feet. The remaining 14,999± square feet include a concrete pad, brick driveways and asphalt, and gravel parking areas. Topography is relatively flat in the northeast corner of the Site and then generally slopes southwest toward Brackett Street.

Currently, there is no closed drainage on this property, and runoff typically sheet flows to Brackett Street where it continues along the gutter line to a catch basin at the northeast corner of the Pine and Brackett Street intersection. This catch basin is connected to the City's combined sewer system, which at this location, is a 15" vitrified clay pipe.

PROPOSED SITE CONDITIONS

Redevelopment of the Site includes a new 10,927± square foot parking lot with a closed drainage system of catch basins and pipes connected to the City's combined sewer system through a new drain manhole in Brackett Street. Area between the proposed parking lot and the property line will be landscaped with trees, shrubs and groundcover. In addition to the proposed work on Site, the brick sidewalk adjacent to the property on Pine and Brackett Streets will be reconstructed with Pine Hall Pathway pavers, new bicycle racks, and street trees consistent with City of Portland standards. The existing brick driveways will be replaced by a single site entrance for vehicles.

Roof runoff will be collected through two separate roof drains and directed into catch basins. A roof leader will be added between the western corner of the building and the existing catch basin at the corner of Pine and Brackett Streets. A second roof leader will be added at the northern corner of the building and will be connected into a proposed catch basin in the parking lot.

These proposed changes to the site will result in approximately 2,185± square feet of pervious area equaling 12.5% of the Site. The quantity of stormwater runoff will be reduced due to the overall reduction in impervious area.

WATER QUALITY

The Site currently has no apparent stormwater mitigation. All construction will be in accordance with the most current Maine Erosion and Sedimentation Control Best Management Practices. These measures will include as necessary temporary and permanent seeding, temporary sediment barriers, drainage inlet and outlet protection, and a construction entrance. Proposed catch basins will be equipped with hoods to help separate possible oil and debris from parking lot runoff and 3-foot deep sumps to trap heavier sediment

CONCLUSIONS

This project will use long-term and short-term erosion control measures as well as stormwater quality treatment measures that will mitigate environmental impacts from stormwater. This project will have no significant adverse impacts on downstream properties as a result of stormwater.

This report was prepared as part of the overall West End Place Preliminary Site Plan submission to the City of Portland's Planning Board. Final plans and more detailed stormwater information will be included with the Final planning board submission.

BLAIS CIVIL ENGINEERS

Steve G. Blais, PE

November 6, 2012

Shukria Wiar
Planner
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: West End Place

The proposed building to be located at the corner of Brackett and Pine Streets in Portland's West End is a mixed-use project that will provide 39 residential apartments and a first floor retail use. The project will continue the successful mixed use development pattern found in the neighborhood and contribute to the already vibrant community.

Prior to developing the building concept we spent much time walking the streets of the West End, taking photos, analyzing existing streetscapes, existing development densities, building massing, forms, materials and textures. This approach allowed us to develop a design concept that is grounded by the existing neighborhood context but reflects our contemporary time.

A predominant element in the neighborhood architecture is the projecting bay, mostly a multi-story element. These bays break the scale of the building down, and create a sense of rhythm when repeated as illustrated by the brick building on the corner of Emery and Spring. The proposed building at Pine and Brackett takes cues from this pattern and utilizes bays in a similar proportion, and rhythm, to scale down the larger building façade into vertically oriented portions. These portions reflect a dense development pattern found in surrounding neighborhood blocks.

Buildings in the neighborhood have a hierarchy and the first floor is typically separated from the rest of the building in some fashion by trim bands, contrasting colors, material changes, etc. Two examples are buildings at Pine and State and West and Blyth Ct., where the first floor is differentiated by a larger percentage of fenestration than the floors above, as well as contrasting color trim banding and detailing. West End Place project differentiates the

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senatorearchitecture.com

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first floor with color, material and fenestration density, in a similar spirit as found in the neighborhood. The upper levels of some of the larger three and four story buildings found in the neighborhood are differentiated as well as a scaling device to relate to their adjacent properties. The building at West and Carleton achieves the scaling by contracting color and material. The Pine and Brackett project differentiates the fourth floor in a very similar way, scaling down the façade and relating to the horizontal datum(s) established by its neighbor at 181 Brackett.

The West End is comprised of architecture of a diverse material palate, from brick, painted wood, painted metal, stucco, copper, granite, slate, etc. The materials are used in creative ways to scale the buildings, highlight datum(s), highlight projecting elements, and vary opacity. West End Place utilizes fiber cement cladding panels in a color dominant throughout the neighborhood. Fiber cement is a long lasting, low maintenance material that has surface appearance not unlike a painted wood surface. We are also proposing a brick masonry unit at the street level that has a lighter warm gray color. The cladding at the fourth floor level is a vertical standing seam metal panel with a charcoal color. Please see the attached elevations and Material palate for more information regarding the exterior design of the building.

We look forward to discussing the vision for West End Place at the workshop meeting.

Sincerely,



Ryan Senatore, AIA LEED BD+C

Principal

207-650-6414

senatorearchitecture.com

1000 West End Place, Suite 200, Portland, ME 04101

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ALUMINUM CLAD WINDOWS AND DOOR AT 4TH FLOOR 'BLACK'



ALUMINUM CLAD WINDOWS AND DOORS AT 2ND AND 3RD FLOORS 'DESERT SAND'



UNDERSIDE OF ENTRY CANOPIES 'BOULDER BRONZE'



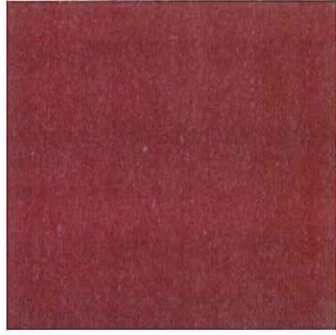
PRECAST CONCRETE PLANTER CAP 'DOVE GRAY'



BRICK 'GREY / BEIGE'



VERTICAL SIDING, STOREFRONT DOORS AND WINDOWS, CANOPY FRAME, PARKING SCREENS, FRENCH BALCONY RAILS, OVERHEAD DOOR FRAME AND PANELS 'CHARCOAL'



HORIZONTAL LAP SIDING 'COUNTRYLANE RED'



FIBERCEMENT TRIM 'TIMBERBARK'



P.O. Box 8816
Portland, ME 04104
Office: 207-221-5746
Fax: 207-221-2822

October 31, 2012

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans to build a new mixed-use building at the corner of Pine and Brackett Streets (183-189 Brackett and 40 Pine). The building consists of 39 residential apartments and 2 retail spaces.

Meeting Location: Reiche Comm. Center (Downstairs), 166 Brackett Street
Meeting Date: Thursday, November 15
Meeting Time: 7:00pm

The City Code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please contact me at 207-221-5746 or jonathan@redfernproperties.com. I hope to see you at the meeting.

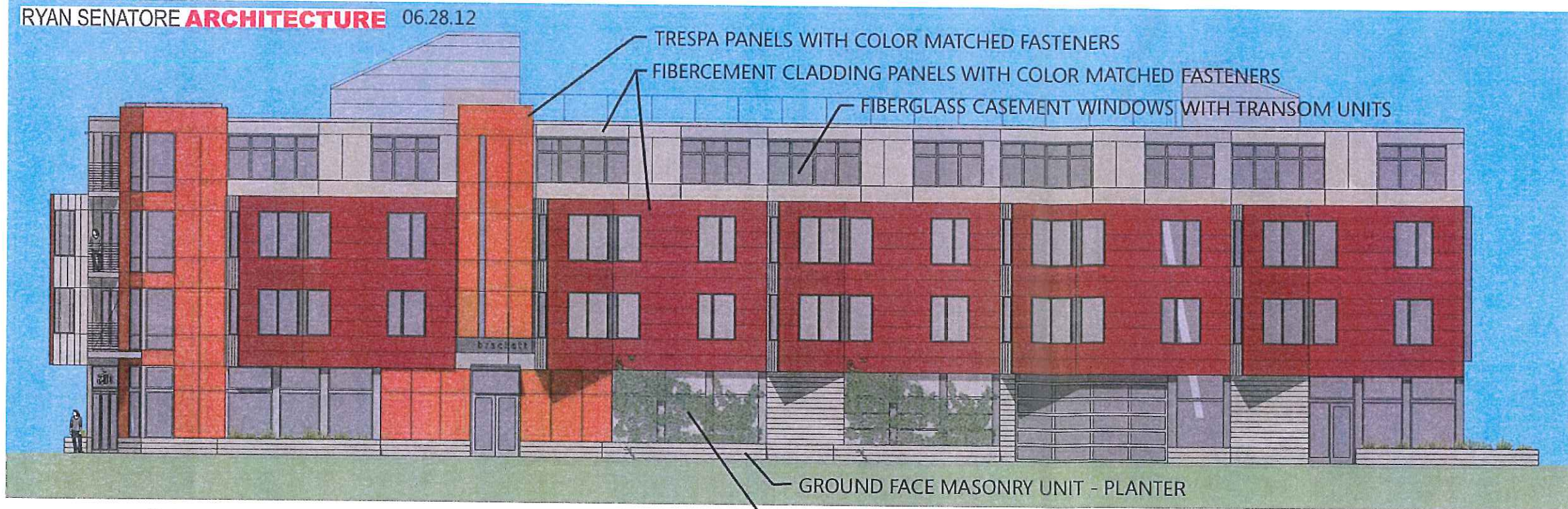
Sincerely,


Jonathan Culley
Redfern LWS LLC

WEST END PLACE



BRACKETT STREETSCAPE



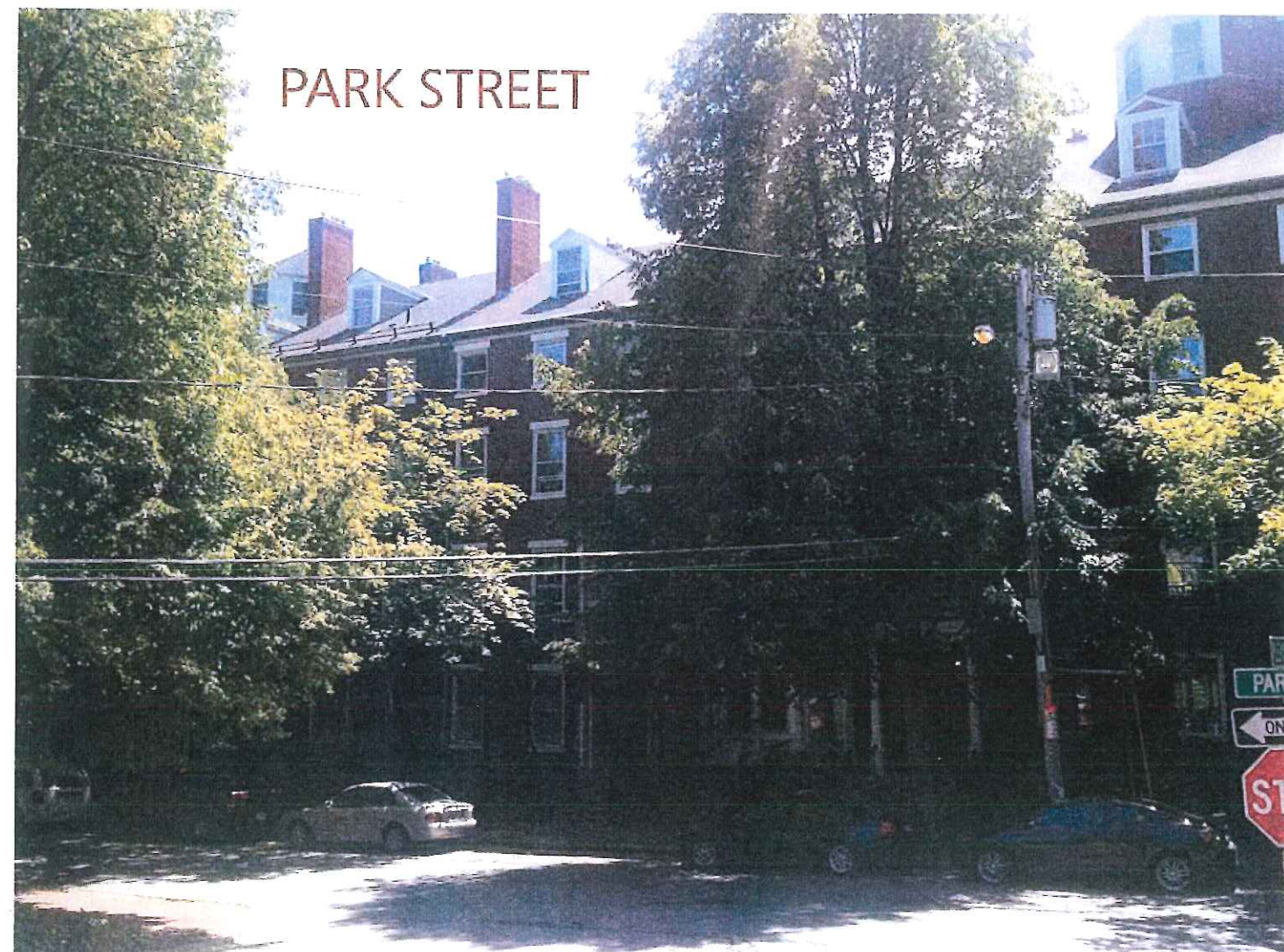
BRACKETT STREET ELEVATION

GROUND FACE MASONRY UNIT - PLANTER

METAL 50% SOLID MESH COLOR COATING FOR CLIMBING PLANTING



STRATTON PLACE



PARK STREET



- PREFINISHED METAL FLASHING
- FIBERCEMENT CLADDING PANEL WITH COLOR MATCHED FASTENERS
- FIBERGLASS CASEMENT WINDOW UNIT
- PREFINISHED METAL COLUMN CLADDING
- STOREFRONT GLAZING
- GROUND FACE MASONRY UNIT

BRACKETT STREET ELEVATION

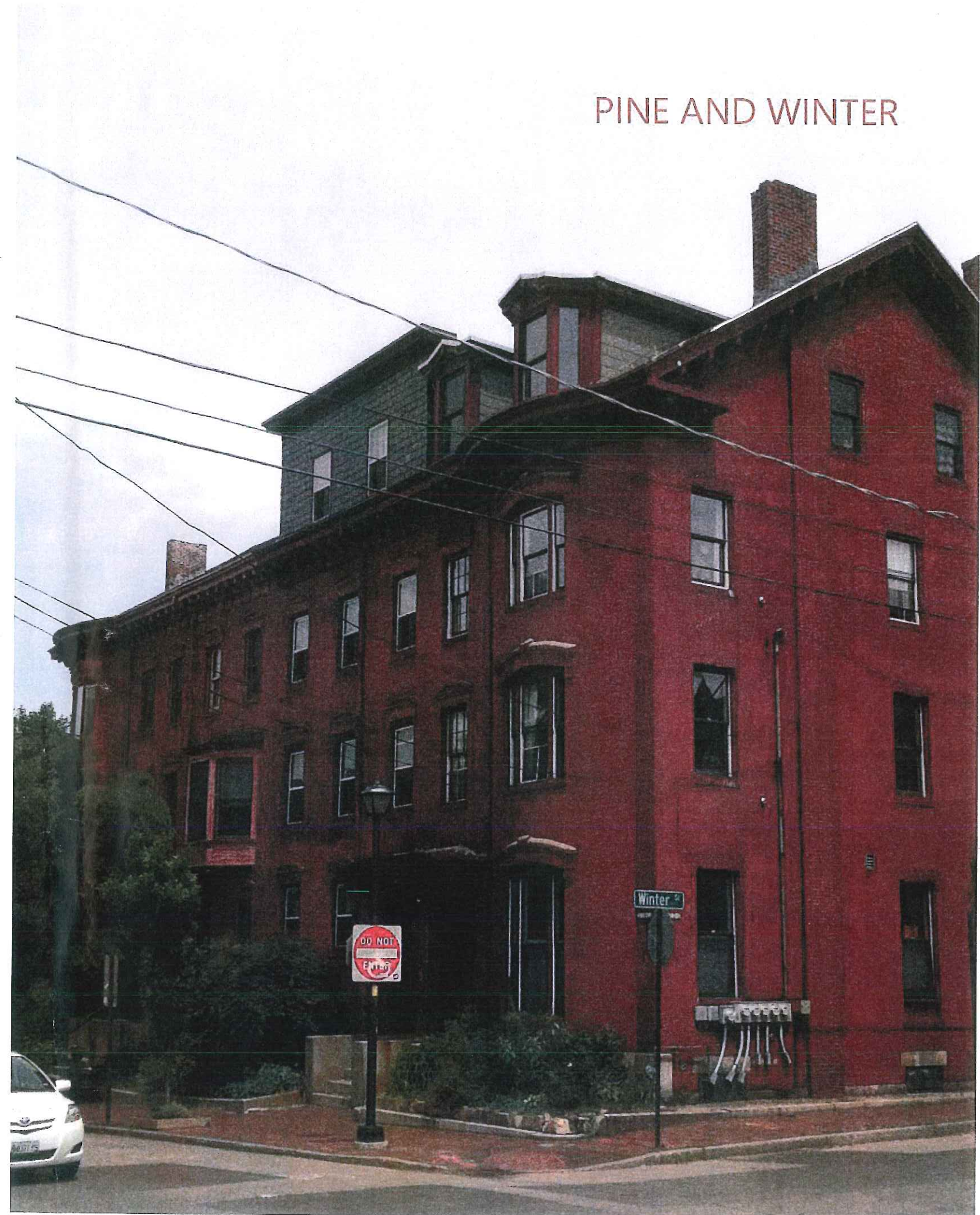
CORNER OF EMERY AND SPRING





PINE STREET ELEVATION

PINE AND WINTER



06.28.12

RYAN SENATORE ARCHITECTURE

06.28.12

RYAN SENATORE ARCHITECTURE

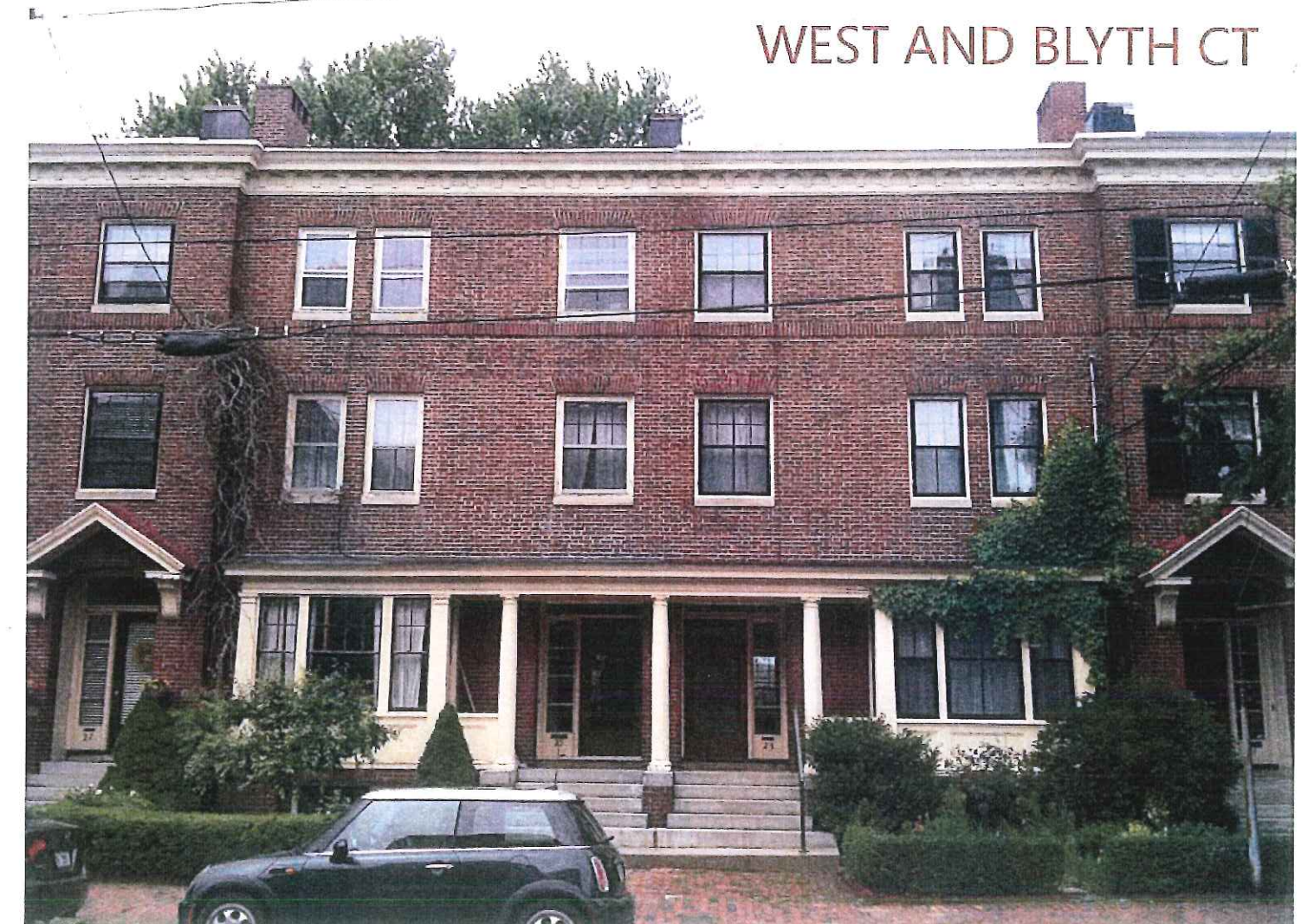


BRACKETT STREET ELEVATION

PINE AND STATE



WEST AND BLYTH CT



06.28.12

RYAN SENATORE ARCHITECTURE



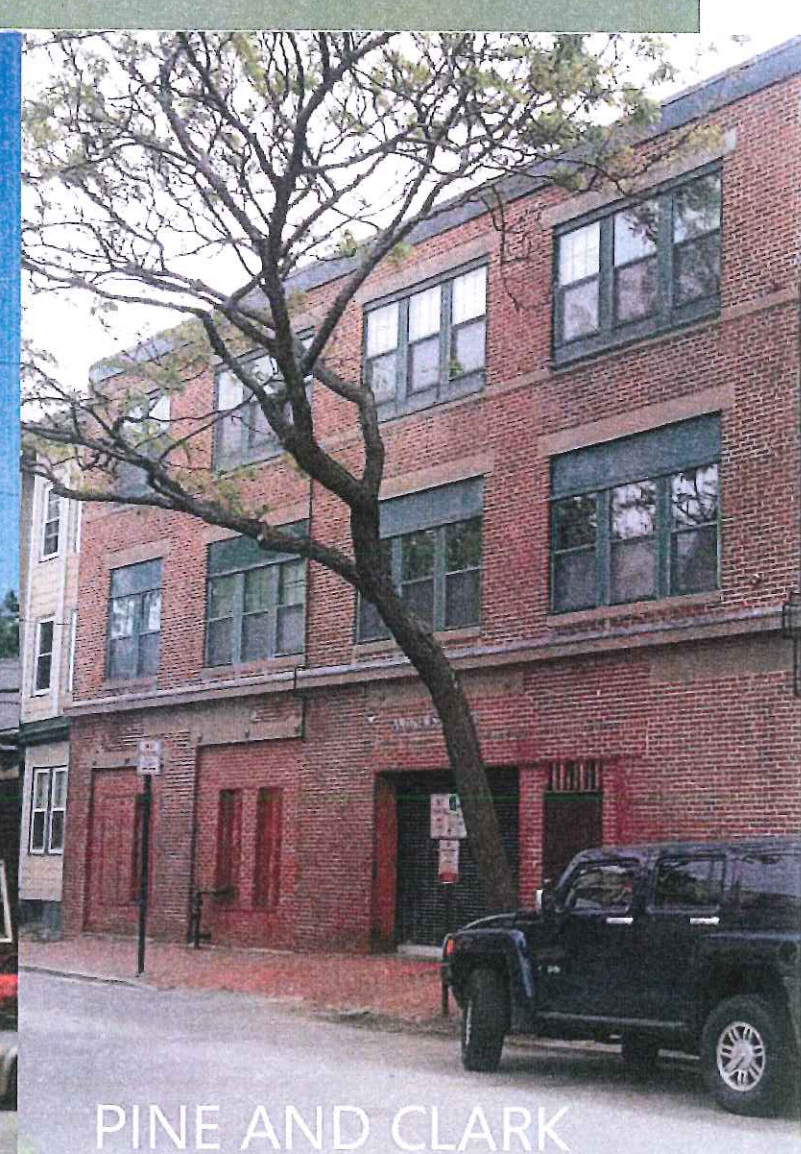
BRACKETT STREET ELEVATION



PINE AND EMERY



PINE



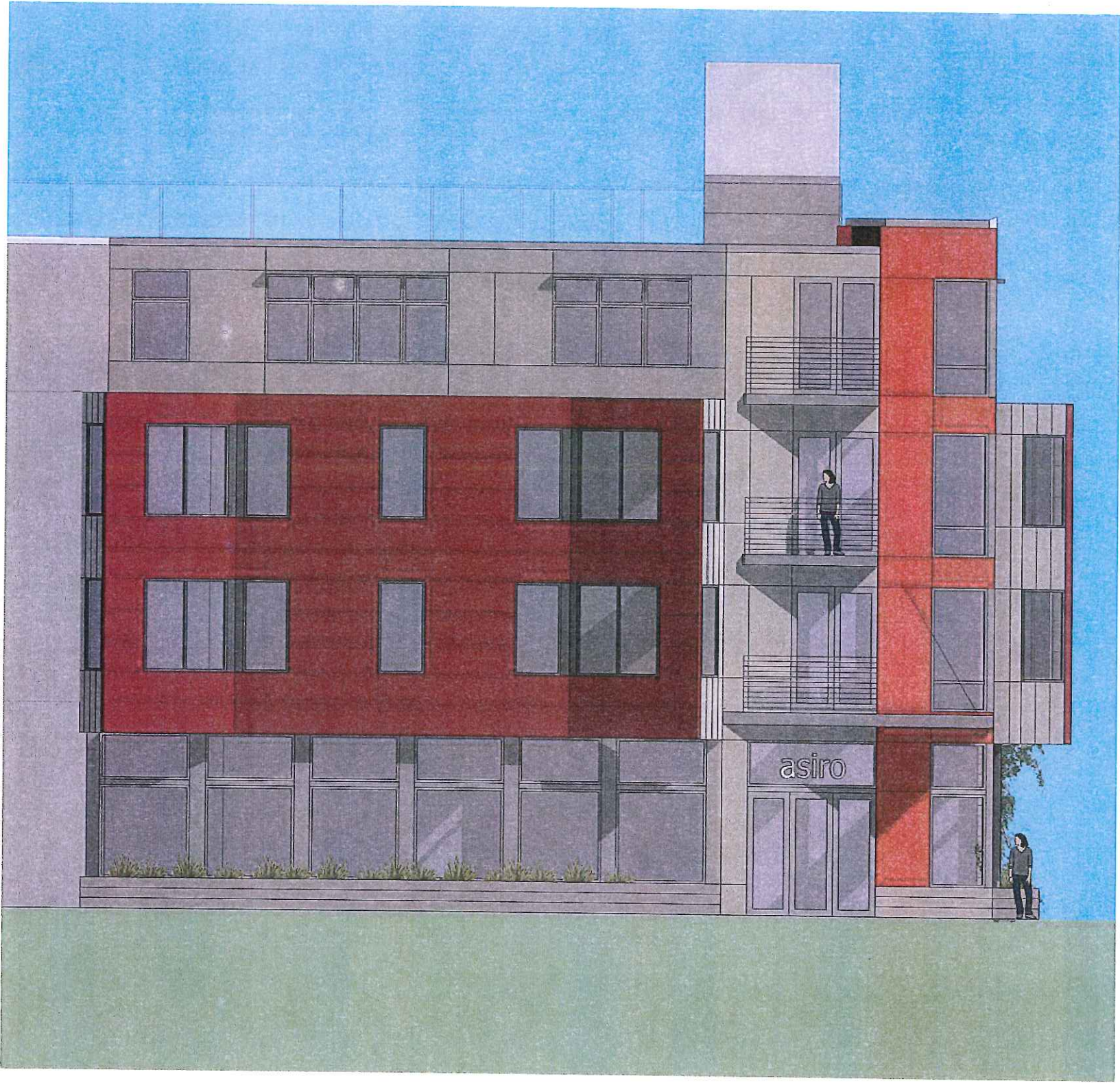
PINE AND CLARK



BRACKETT STREET ELEVATION

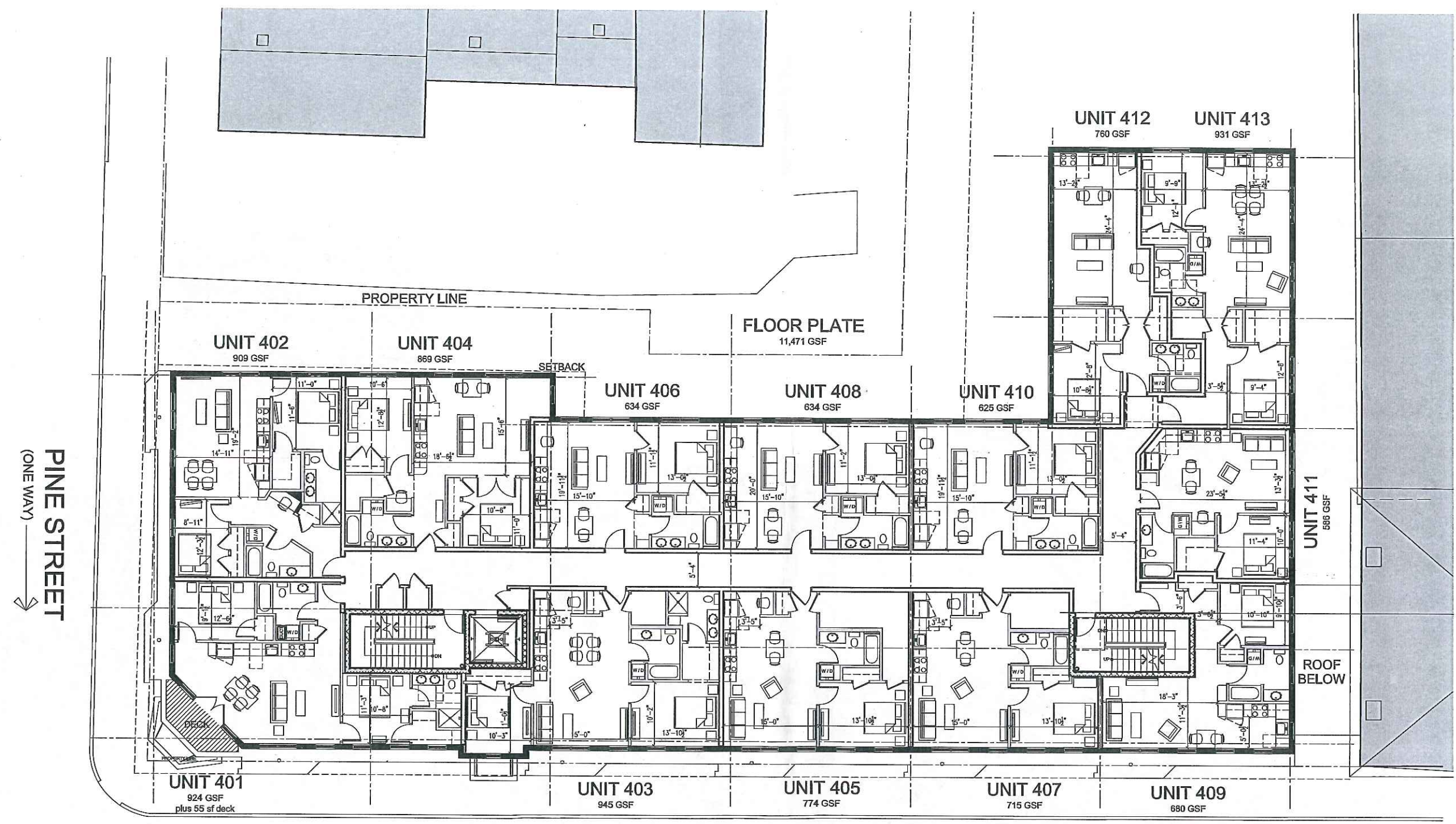


WEST AND CARLETON



06.28.12

RYAN SENATORE **ARCHITECTURE**



FOURTH FLOOR PLAN

SCALE 1/8" = 1'-0"



PROGRESS PRINT
NOT FOR CONSTRUCTION

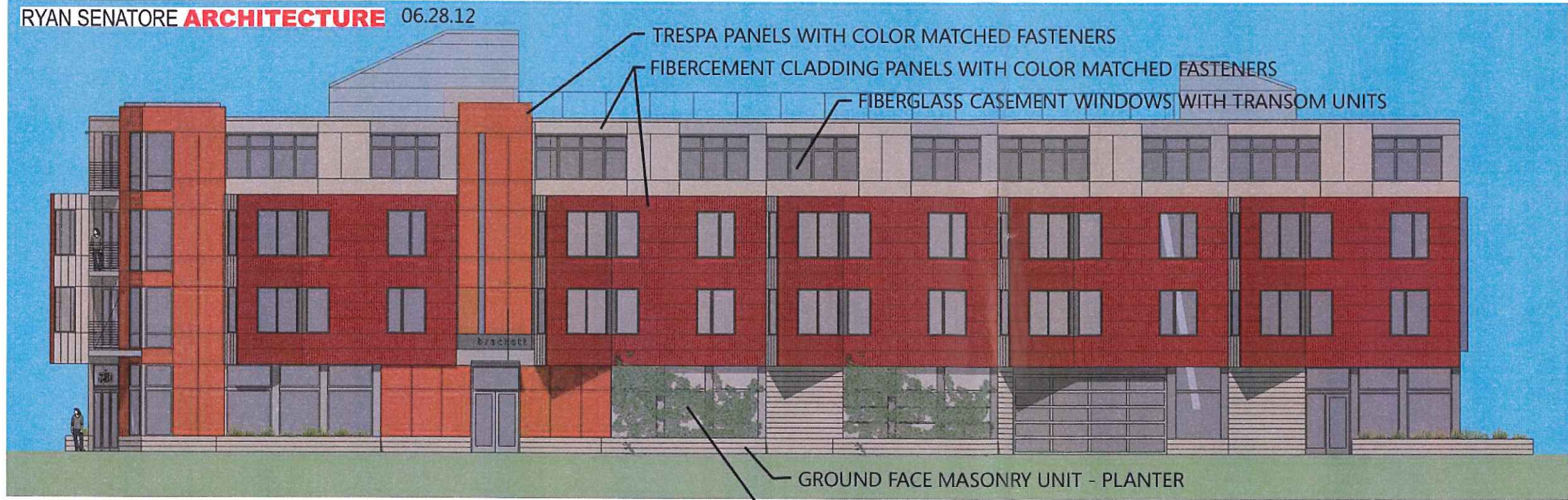
WEST END PLACE



BRACKETT STREETSCAPE



PINE STREETSCAPE



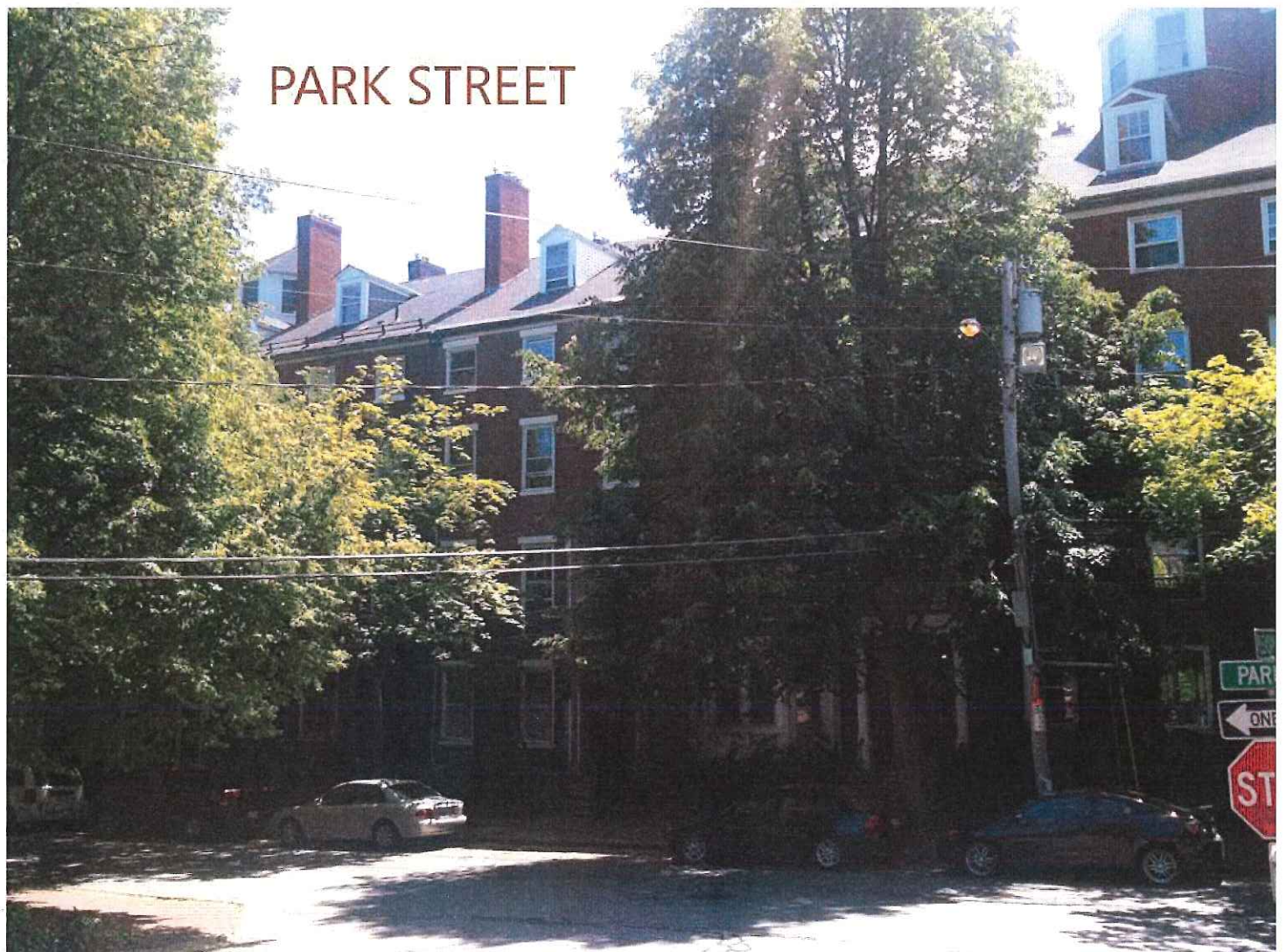
TRESPA PANELS WITH COLOR MATCHED FASTENERS
 FIBERCEMENT CLADDING PANELS WITH COLOR MATCHED FASTENERS
 FIBERGLASS CASEMENT WINDOWS WITH TRANSOM UNITS

GROUND FACE MASONRY UNIT - PLANTER
 METAL 50% SOLID MESH COLOR COATING FOR CLIMBING PLANTING

BRACKETT STREET ELEVATION



STRATTON PLACE



PARK STREET



- PREFINISHED METAL FLASHING
- FIBERCEMENT CLADDING PANEL WITH COLOR MATCHED FASTENERS
- FIBERGLASS CASEMENT WINDOW UNIT
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- STOREFRONT GLAZING
- GROUND FACE MASONRY UNIT

BRACKETT STREET ELEVATION

CORNER OF EMERY AND SPRING

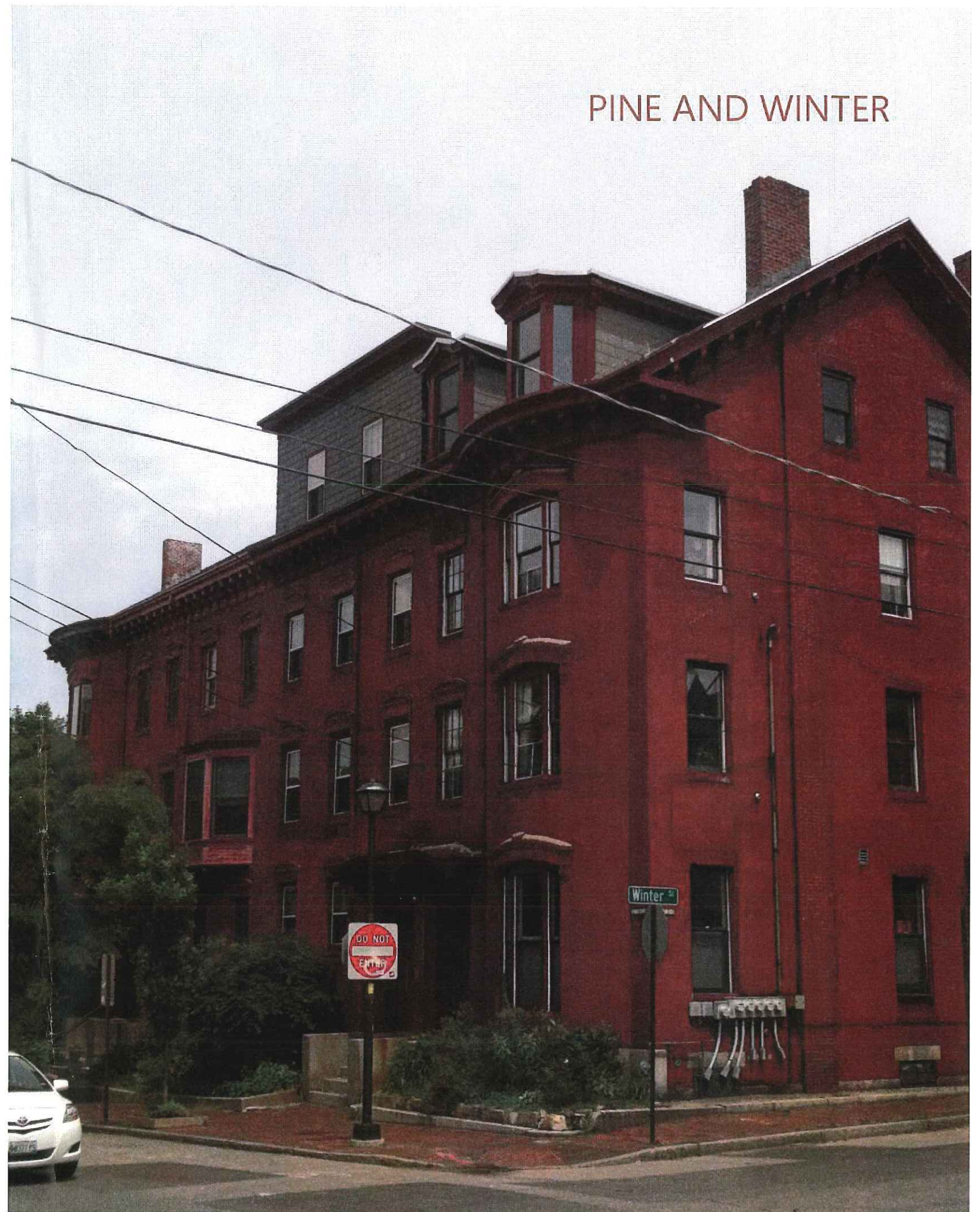


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RYAN SENATORE **ARCHITECTURE**



PINE STREET ELEVATION



PINE AND WINTER

06.28.12

RYAN SENATORE ARCHITECTURE

06.28.12

RYAN SENATORE ARCHITECTURE



BRACKETT STREET ELEVATION

PINE AND STATE



WEST AND BLYTH CT



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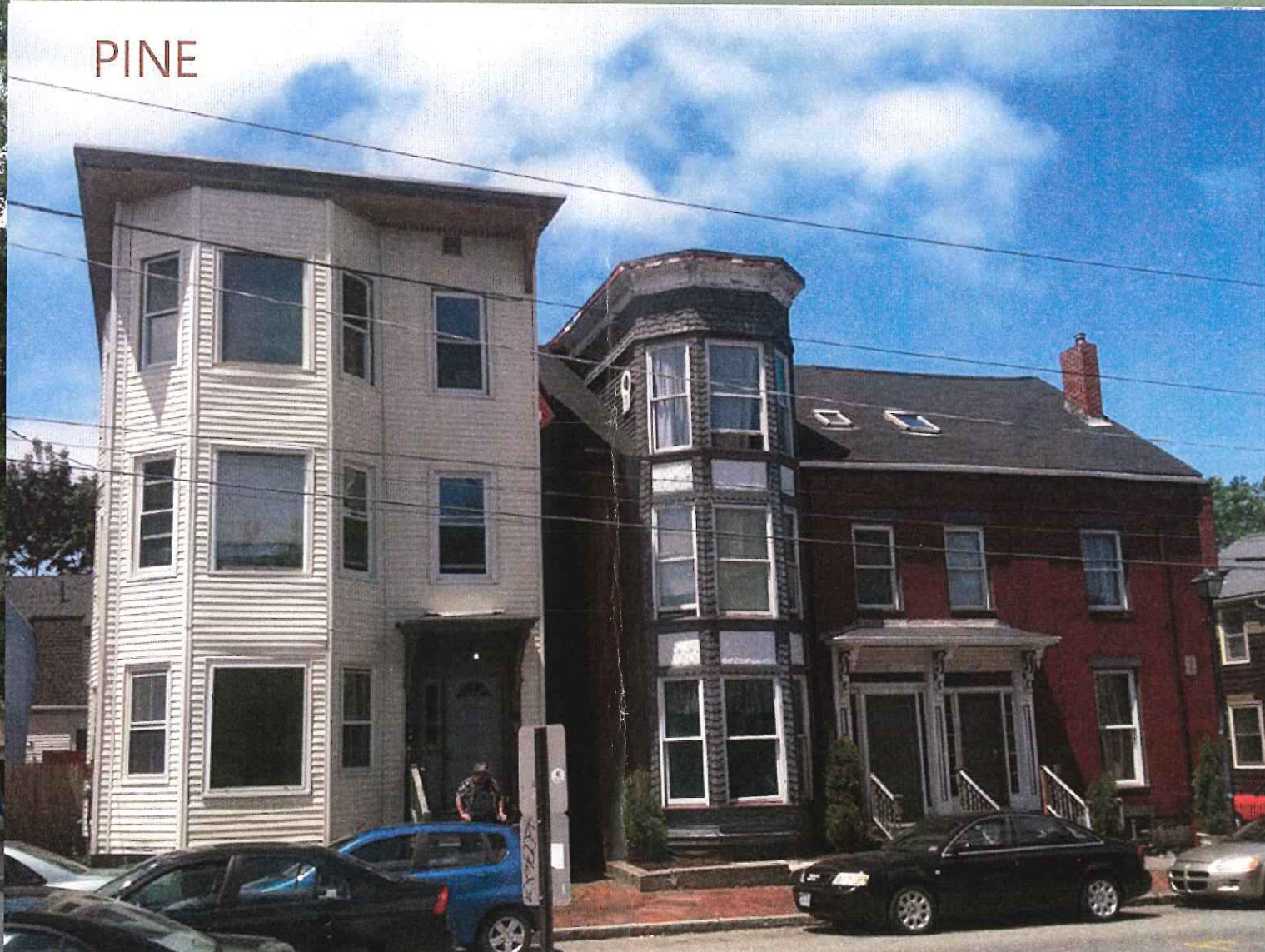
RYAN SENATORE ARCHITECTURE



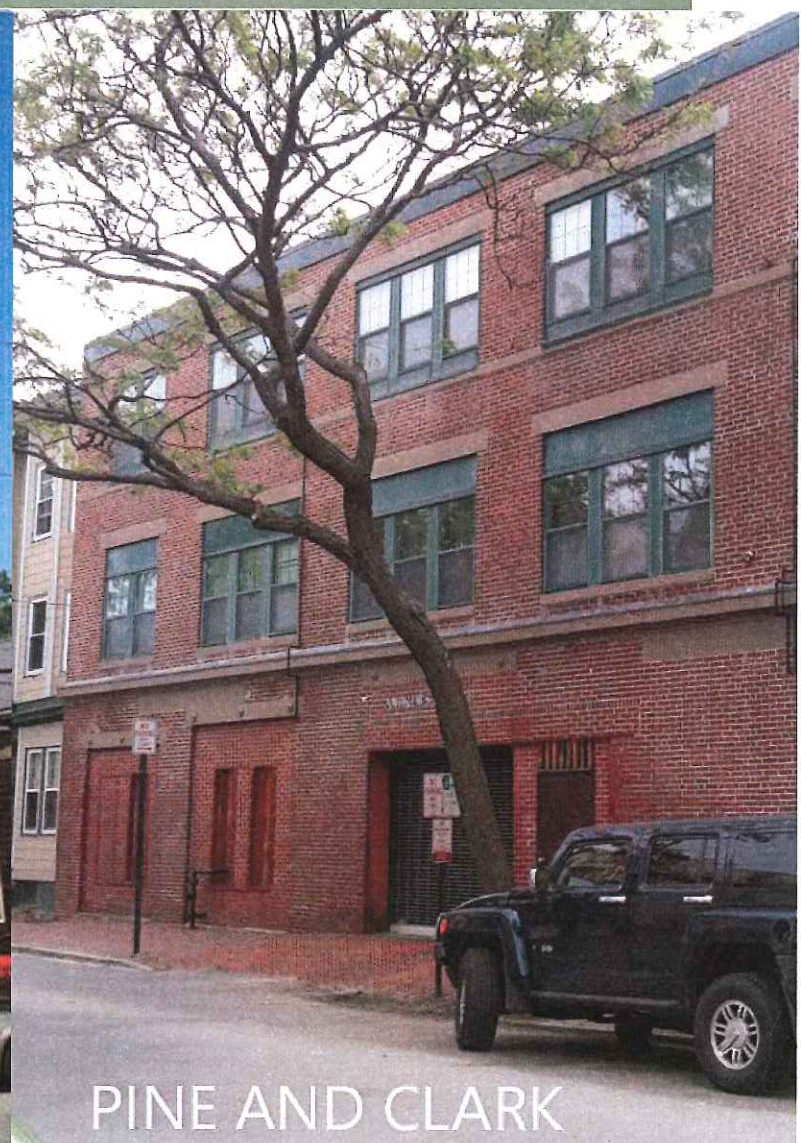
BRACKETT STREET ELEVATION



PINE AND EMERY



PINE



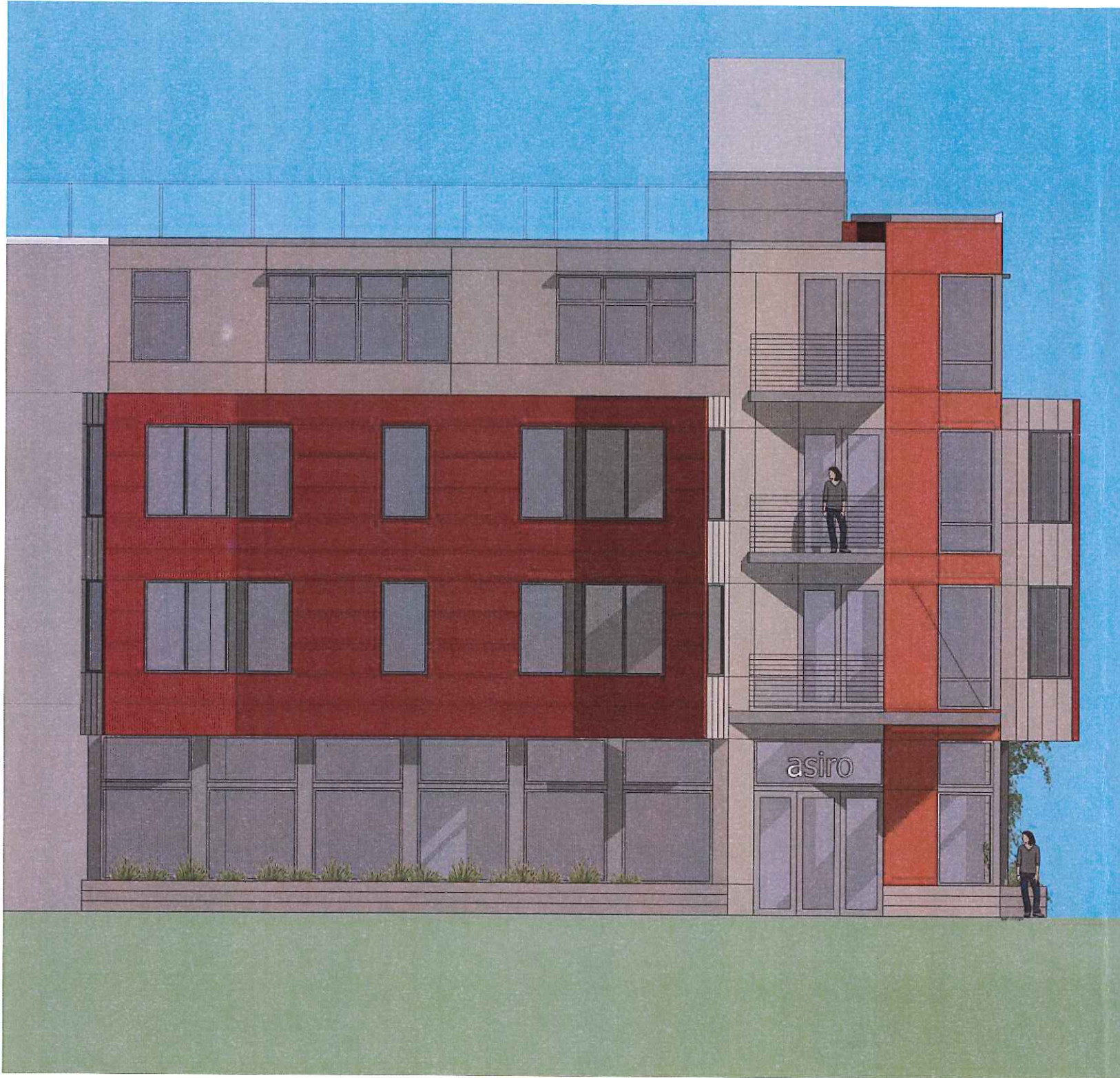
PINE AND CLARK



BRACKETT STREET ELEVATION



WEST AND CARLETON



06.28.12

RYAN SENATORE **ARCHITECTURE**