

CONDITIONAL ZONE AGREEMENT

RE:

WILLISTON-WEST CHURCH

AGREEMENT made this 13th day of July, 2012 by 32 Thomas Street, LLC, 477 Congress St., Suite 601, Portland, Maine ("Developer"), and its successors and assigns.

W I T N E S S E T H

WHEREAS, the Developer owns real property located at 32 Thomas Street, consisting of the parcel shown on the City's Tax Map 62, Block E, Lot 5, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 29217, Page 171 (collectively the "Property"); and

WHEREAS, the existing building complex located on the Property was formerly used as the Williston-West Church; and

WHEREAS, the Property, located within the West End Historic District, is currently zoned R-4 Residential; and

WHEREAS, the properties on the opposite sides of Thomas and Carroll Streets, directly across from the Property, are zoned R-6 Residential; and

WHEREAS, the building complex located on the Property is comprised of two principal portions, the sanctuary and the parish house; and

WHEREAS, the building complex is listed in the National Register of Historic Places, the sanctuary is a designated local landmark as defined by Article IX of the Portland City Code and the parish house is a contributing structure within the West End Historic District under Article IX; and

WHEREAS, the sanctuary and the parish hall are important, unique, large-scale, non-residential historic structures that were designed by noted architects Francis Fassett and John Calvin Stevens respectively; and

WHEREAS, the building complex significantly contributes to the architectural fabric of the neighborhood and distinctive sense of place that defines Portland and therefore requires special consideration with regard to its rehabilitation and preservation; and

WHEREAS, the standards of review for alterations of historic structures set forth in Portland City Land Use Code (the "Code") §14-650 include the following: (a) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration to the character-defining features of the structure, object or site and its environment or to use a property for its originally intended purpose; and (b) The distinguishing original qualities or character of a structure, object or site and its environment shall not be destroyed. The removal or

alteration of any historic material or distinctive architectural features should be avoided when possible.

WHEREAS, the building complex located on the Property is falling into a state of disrepair; and

WHEREAS, historically appropriate and neighborhood compatible adaptive re-use of historic religious structures is often challenging, and reasonable use flexibility may enable economically viable rehabilitation and productive use of such buildings for their long term preservation; and

WHEREAS, the City's comprehensive plan includes the following stated goals: to preserve Portland's architectural and historic heritage; to promote an economic climate which increases job opportunities and overall economic well-being; and to preserve and enhance the quality and vitality of neighborhoods within and adjacent to the Downtown; and

WHEREAS, offices in residential zones, particularly in the R-4 zone, have been limited and any allowance of an office use in the R-4 zone should only be considered for large, unique, and historically significant structures which have not previously been in residential use, and must be carefully considered and controlled to achieve an appropriate balance between policies supporting neighborhood preservation and policies supporting economic development and preservation of the City's architectural and historic heritage; and

WHEREAS, the Developer proposes and intends to rehabilitate the parish house to provide for a family residence on the second and third floors, and a caretaker residence and office space on the first floor, as illustrated in Exhibit A attached hereto; and

WHEREAS, the Developer proposes and intends to rehabilitate, preserve and maintain the sanctuary and to use the building as a community hall for limited community uses; and

WHEREAS, the Developer intends to maintain the historic character of the structures and Property and will commit to a rehabilitation schedule of improvements to the building complex to address immediate needs to ensure the soundness and integrity of the building envelope and structural elements, and intends to perform additional improvements to the building complex to prolong its useful life and preserve the historic character, all with the goal of extending the useful life of the building complex for a time period approaching fifty (50) years or longer; and

WHEREAS, the existing zoning is R-4 which has dimensional requirements that the existing building complex does not meet, but is lawfully nonconforming; and

WHEREAS, the proposed use of the building complex by the owner/Developer includes an office component that is a necessary economic value and program element for the feasibility of the productive use of the building complex and the associated rehabilitation investments; and

WHEREAS, the Developer has requested a rezoning of the Property in order to permit the proposed development of the Property which will facilitate funding the comprehensive rehabilitation and long-term maintenance of the historic structures; and

WHEREAS, the proposed uses of the Property are consistent with the existing and permitted uses in the neighborhood, which include a mix of residential, commercial and institutional uses; and

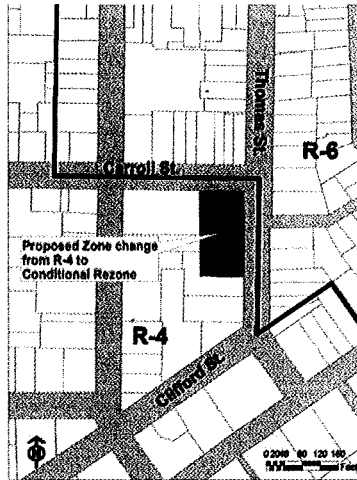
WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions contained in this AGREEMENT; and

WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and §§ 14-60 to 14-62 of the Code, after notice, hearing and due deliberation thereon, has determined that because of the unusual nature and unique location of the proposed development, and its minimal impact on and compatibility with the surrounding community, it is necessary and appropriate to recommend the rezoning of the Property as aforesaid, with the following conditions and restrictions set forth in this AGREEMENT; and

WHEREAS, the Portland City Council has on June 18, 2012 approved this Agreement in its entirety, by City Council Order No. 214-11/12, a true copy of which is attached hereto as Attachment 1 (the "Order");

NOW, THEREFORE, in consideration of the rezoning, the Developer covenants and agrees as follows:

1. Pursuant to the Order, the City shall amend the Zoning Map of the City of Portland, dated September, 2000 (as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Code) by adopting the map change amendment shown below to zone the property conditional R-4, subject to the conditions contained below.



Conditional Rezoning from R-4
32 Thomas Street
(Williston West Church building complex)

If this Agreement is not recorded within sixty (60) days after the effective date of the City Council's approval of the Order, then the conditional rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-4 zone.

2. Permitted uses:

- a. All uses allowed in the R-4 zone.
- b. Professional offices, including computer software programming and marketing, and excluding personal services, retail services and veterinarians, subject to the following limitations:
 - (1) Professional offices shall be located on the first floor of the parish house and shall occupy no more than 2,800 square feet of floor area.
 - (2) The total number of individuals working in the professional offices shall not exceed fourteen (14) non-resident employees regularly scheduled to occupy the premises at any one time.
 - (3) The business utilizing the office space shall be a single tenant office user owned by or affiliated with the owner of the building complex.
 - (4) The office use shall not generate frequent daily visitation by clients, customers, or the general public.
 - (5) The owner or operator of the business shall secure and provide to its employees one (1) off street parking space for each employee who commutes to the office by his or her automobile.

3. Use of the sanctuary as a community hall shall be reviewed as a conditional use by the Planning Board, which may place limitations on the use of the sanctuary as a community hall, in addition to the requirements for community halls set forth in section 14-103(b)(2)(e). Said limitations may include, but are not limited to the following:

- a. Occupancy load;
- b. Hours and days of operation;
- c. Record keeping and reporting;
- d. Number of organizations that may be entitled to regular use of the community hall at any one time;
- e. Noise level as the property line; and
- f. Service of alcohol.

4. The underlying dimensional requirements of the R-4 zone shall apply and are modified as follows:

- a. Minimum Lot Size for place of assembly and professional office uses combined: 17,500 square feet.
- b. Minimum Yard Dimensions:
 1. Front yard: 3 feet.
 2. Rear Yard: 3 feet.
 3. Side Yard: 4 feet
 4. Side Yard on Side Streets: 8 feet.
- c. Maximum Lot Coverage: 90%.
- d. Maximum Structure Height (Sanctuary): 37 feet.
- e. Maximum Structure Height (Parish House): 46 feet.
- f. Maximum Structure Height (Bell Tower): 70 feet.
- g. Maximum Floor Area for Places of Assembly: 6,000 sq. ft.
- h. Residential dwellings within the existing structures shall be governed by the provisions of Section 14-103(a)(2) of the underlying R-4 zone. Density calculations for residential use shall be based on the lot size of the parcel without land area deductions for other non-residential uses on the site.

5. Any increase in the volume or footprint of either the parish house or the sanctuary shall be prohibited.

6. Subject to receiving all necessary regulatory approvals, the Developer shall rehabilitate the Property in accordance with the Rehabilitation Schedule and related elevation drawings A-1 through A-8, attached hereto as Exhibit B, in keeping with the standards of Article IX, Historic Preservation, of the Portland City Code and as shall be reviewed and approved by the Historic Preservation Board or staff under the terms of this Article. Rehabilitation shall commence within six (6) months of [date of enactment] and shall be completed within twenty-four (24) months of [date of enactment]. Any rehabilitation improvements required by this

AGREEMENT not completed before the issuance of the certificate of occupancy for the office use shall be secured by a performance guarantee in the form of an escrow account, letter of credit, or equivalent surety approved by the Corporation Counsel of the City of Portland, in an amount equal to the estimated cost of completion of such improvements. Such performance guarantee shall be reduced by the City upon completion of improvement phases, but shall not be reduced to less than the estimated cost of any incomplete required improvements. In the event that the owner/developer fails to execute the required improvements by the time specified herein, unless granted an extension in writing from the Planning Authority of the time to complete for good cause and not to exceed an additional twelve (12) months, then the City of Portland or its designee shall have the right to utilize the proceeds of the performance guarantee to hire a competent contractor to complete such improvements. In such event, the Planning Authority shall have the right to review and approve the work scope consistency with the required improvements of Exhibit B, the specifications and methods of such work items, and contractor qualifications.

7. If any required approval, including the City Council's approval of this AGREEMENT, has been appealed or becomes the subject of litigation, then the required performance time frames contained in this AGREEMENT shall be measured from the final disposition of any such appeal or litigation. Failure, however, to commence the rehabilitation improvements or post the performance guarantee within the timeframes stipulated in this paragraph and/or paragraph 13 shall result in the reversion of the subject property to the underlying R-4 zone and this AGREEMENT shall be null and void.

8. The provisions of this AGREEMENT are intended to replace and/or supersede the associated provisions of the underlying R-4 zone. As stated above, to the extent not otherwise altered herein, the zoning requirements for the R-4 zone shall otherwise apply to the Property.

9. For a period of five (5) years from [date of enactment], Developer shall submit an annual report to the Planning Authority which shall include the number of employees working at the premises, the location and number of secured off street parking spaces, and other items pertaining to compliance with provisions of this AGREEMENT as required by the Planning Authority. Thereafter, to the extent the Planning Authority requires additional information/report(s) the Developer shall provide the Authority with any such additional information/report(s).

10. The Developer shall replace and/or repair the sidewalk and all other public property surrounding the entire Property if said sidewalk or other public property is damaged as a result of construction on the Property including, but not limited to, construction of the residential and office uses described in this AGREEMENT.

11. Under no circumstances shall the Developer be permitted to convert any residential property in the R-4 zone to an institutional use.

12~~10~~. In the event of a breach by the Developer or its successors or assigns of the provisions contained herein (whether the Zoning Administrator, the Zoning Board of Appeals or a Court determines such breach), the Planning Board, after notice and hearing, may review the

circumstances of the breach and recommend to the City Council that this AGREEMENT be amended or be rescinded and determine that such rescission should result in the termination of this AGREEMENT and a reversion of the Property to the R-4 zone requirements in place before the execution of this AGREEMENT.

1344. This AGREEMENT may also be enforced pursuant to the land use enforcement provisions of state law including, but not limited to, 30-A MRSA § 4452 and the Portland City Code.

1412. The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Developer, any entity affiliated with the Developer that takes title to the Property, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City of Portland, by and through its duly authorized representatives. The Developer shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

1513. The Planning Authority shall be notified of any potential and/or pending sale of the Property (which most likely will be evidenced by a Purchase & Sales Agreement or its equivalent), and prior to closing the sale of the Property shall meet with the buyer and verify that he/she/it has read, understood and agrees to be bound by the terms, conditions, limitations and provisions of this AGREEMENT, and said buyer shall so state in a signed affidavit to be kept on file with the Planning Authority.

1644. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent

provision and such determination shall not affect the validity of the remaining portions hereof.

1745. Except as expressly modified herein, the development shall be governed by and comply with the provisions of the Portland City Code, including but not limited to, the maintenance requirements for historic structures set forth in section 14-690 of the Code, and any applicable amendments thereto or replacement thereof.

[Signatures to Follow on Next Page]

WITNESS:



32 THOMAS STREET, LLC

BY:

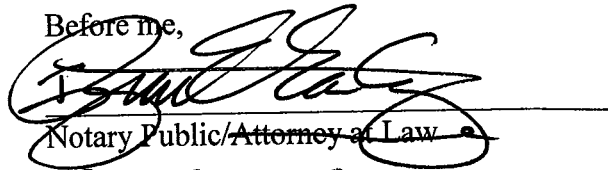


STATE OF MAINE
CUMBERLAND, ss.

July 13, 2012

Personally appeared before me the above-named Sebastian Gerard James, in his/~~her~~ capacity as Director of 32 THOMAS STREET, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,



Notary Public/Attorney at Law

RUTH E. EARLEY

My Commission Expires September 9, 2012





EXHIBIT A
FLOOR PLANS

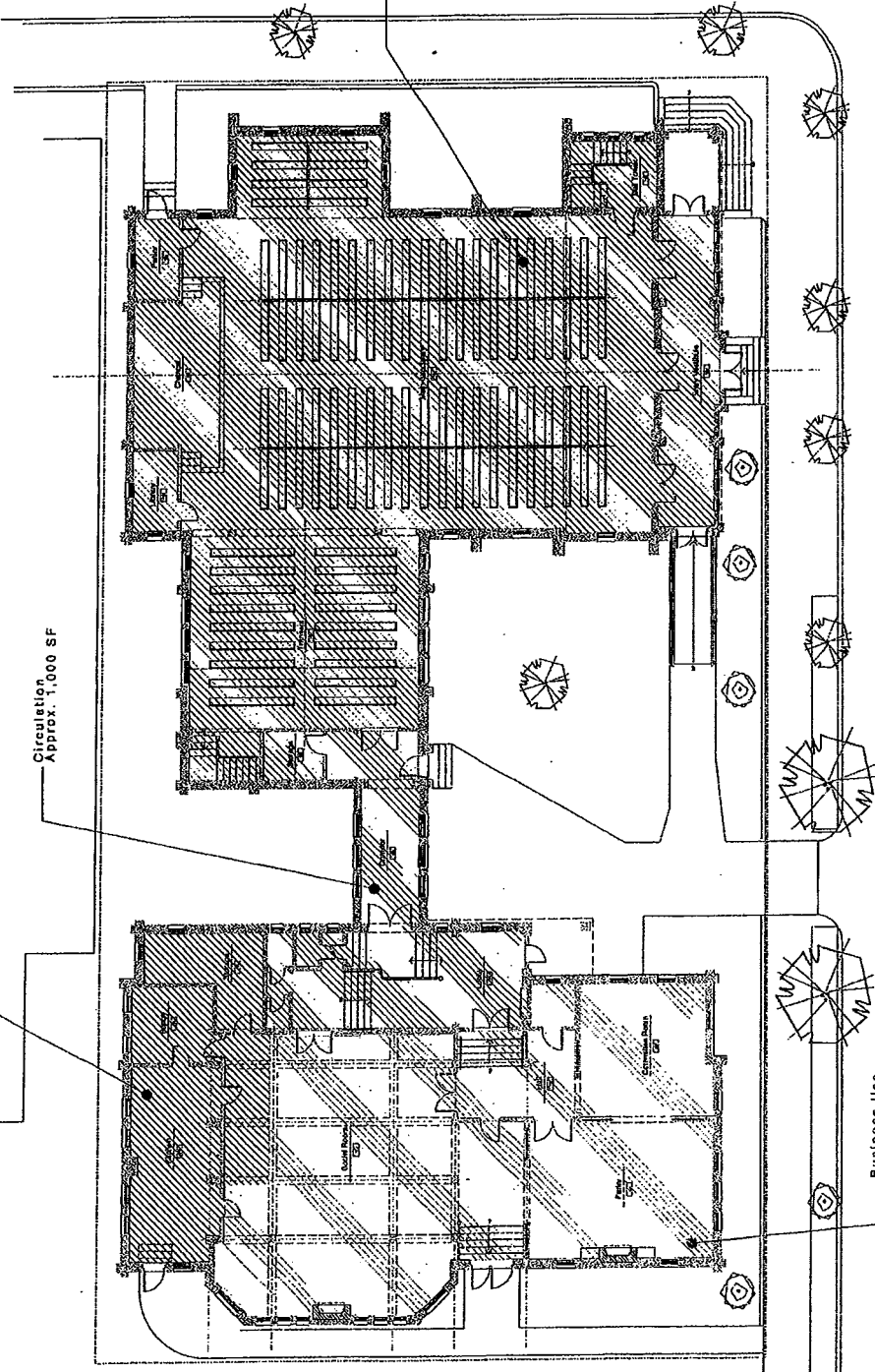
Caretaker Residence
Approx 900 SF

Circulation
Approx. 1,000 SF

Community Hall
Approx 5,800 SF

Business Use
Approx 2,800 SF

-  Caretaker Residence
Approx 800 SF
-  Circulation
Approx. 1,000 SF
-  Community Hall
Approx 5,800 SF
-  Business Use
Approx 2,800 SF

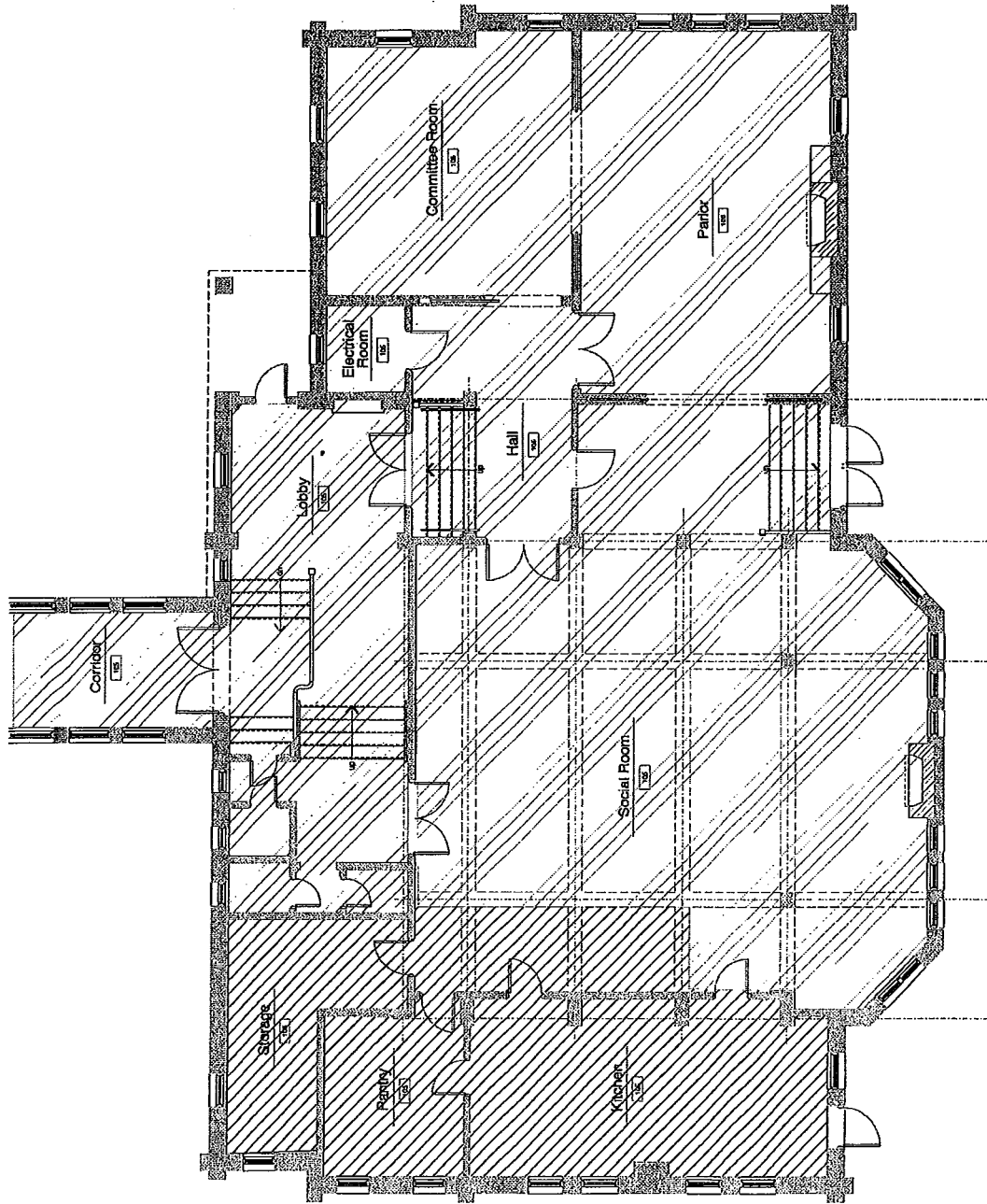





CARRISON
CONSTRUCTION

4110 Highway 200
Lawrenceville, GA 30046
770-962-8800
www.carrisonconstruction.com

Williston West
32 Thomas Street LLC
FARMINGTON, VERMONT

DATE February 16, 2012
SCALE 1/8" = 1'-0"
PROJECT # 2011-018
DRAWING TITLE Ground Floor Plan A101
DRAWN BY [unreadable]

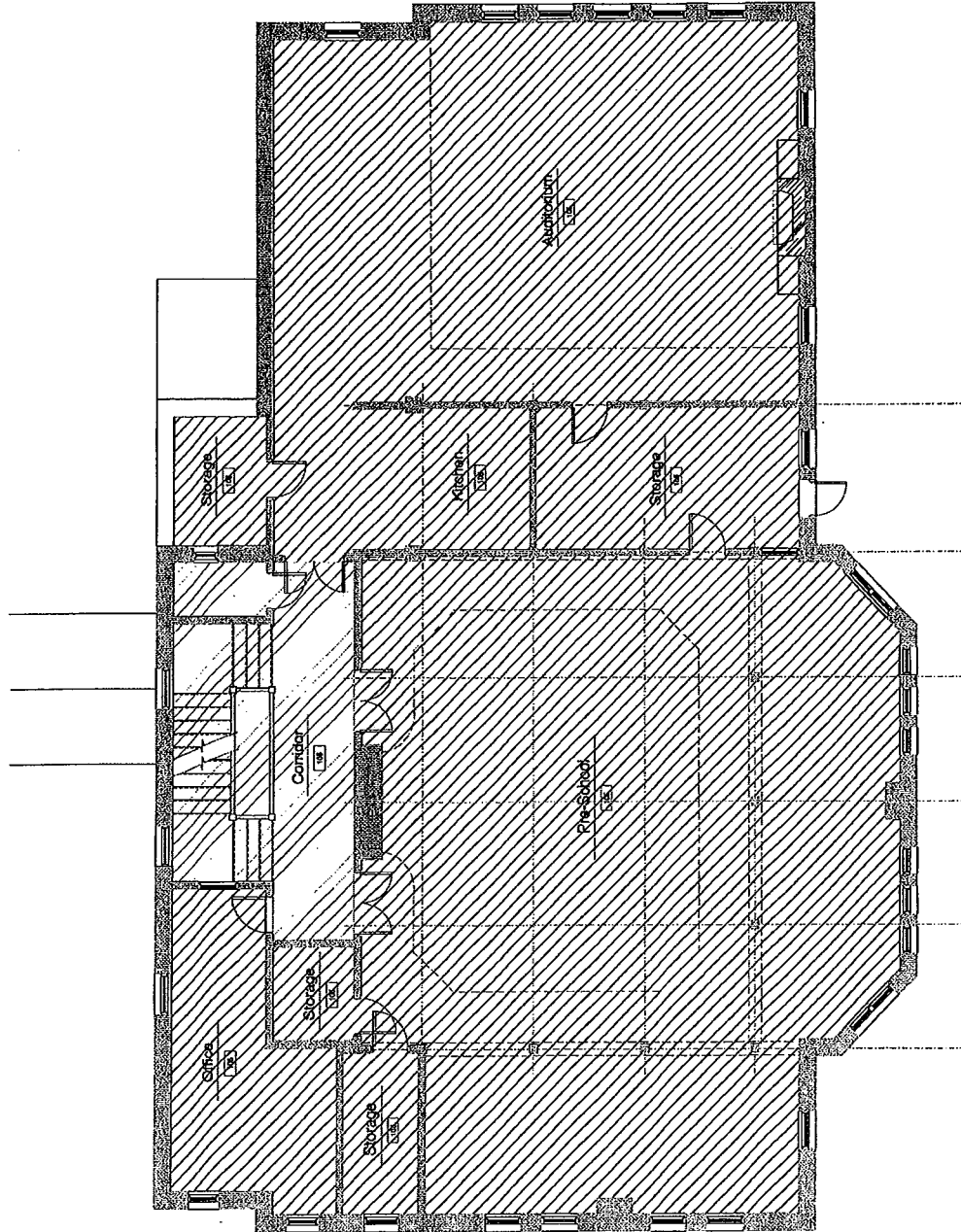


 Caretaker Residence
 Approx. 900 SF
 Circulation
 Approx. 800 SF
 Business Use
 Approx. 2,800 SF

GARRISON
 CONSULTANTS
 4410 Highway 101
 Suite 100
 Mechanicsville, VA 23103
 Phone: 804.767.4020
 Fax: 804.767.4021
 www.garrisonconsultants.com

Williston West
 32 Thomas Street LLC
 Portland, ME

Date: February 19, 2012
 Scale: 1/4" = 1'-0"
 Project: 2011-018
 Parish House Ground
 Floor Plan
 Revision: A102

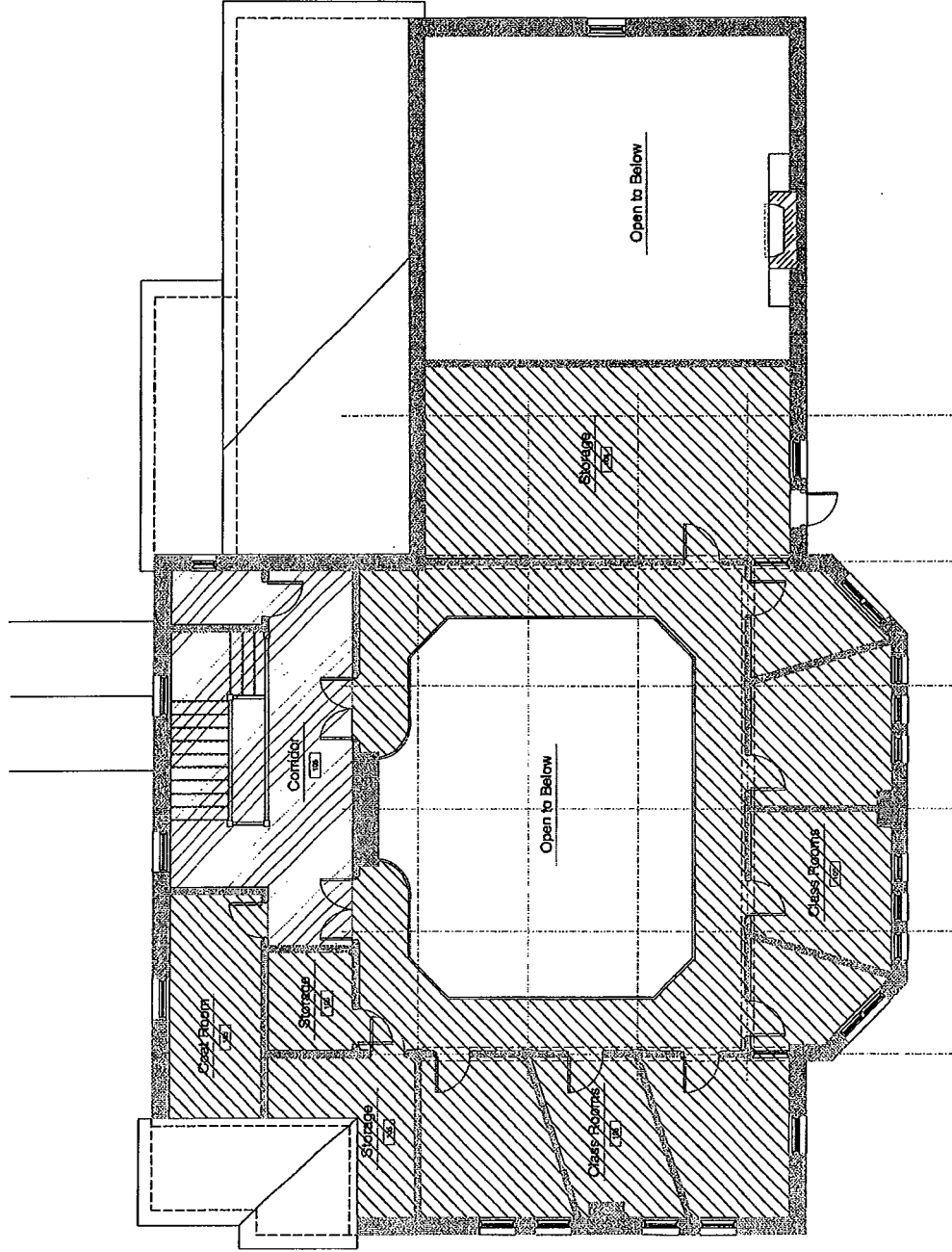


Primary Residence
 Approx. 3,800 SF
 Circulation
 Approx. 400 SF
 Business Use
 Approx. 0 SF

Date: February 16, 2012
 Scale: 1/4" = 1'-0"
 Project: 2011-018
 Parish House Second
 Floor Plan
 A103

Williston West
 32 Thomas Street LLC
 32 Thomas Street
 Williston, Maine

GARRISON
 ARCHITECTURE
 44 Edgewood Ave.
 Portland, ME 04103
 Phone: 603.763.4000
 Email: info@garrisonarch.com



Primary Residence
 Approx. 1,800 SF

Circulation
 Approx. 600 SF

Business Use
 Approx. 0 SF

Date: February 16, 2012
 Scale: 1/4" = 1'-0"
 Project: 2011-018
Parish House Third Floor Plan
 A104

Williston West
 32 Thomas Street LLC
 32 Thomas Street
 Portland, ME

GARRISON
 ARCHITECTS
 41 Advertiser Ave.
 Portland, Maine 04103
 Telephone: 207-432-0700
 email: garrison@arrhythmia.com

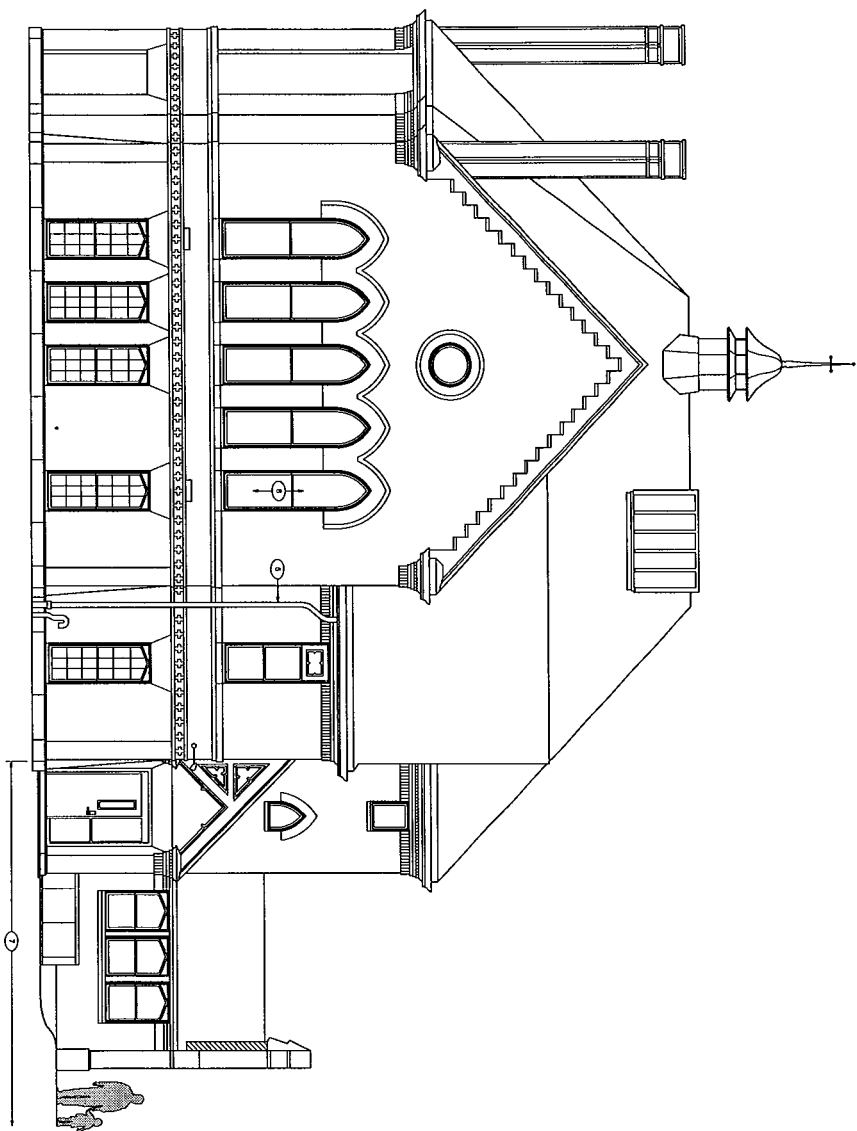
EXHIBIT B**32 THOMAS STREET
REHABILITATION SCHEDULE**

The following schedule outlines the rehabilitation projects that will be performed at 32 Thomas Street upon approval of Conditional Rezoning of the property, in order to address the immediate needs of the Property to ensure the soundness and integrity of the building envelope and structural elements. Said rehabilitation projects will be designed and constructed to meet the City of Portland's Historic Preservation Ordinance Standards and the Secretary of the Interior's Standards for the Treatment of Historic Properties, and shall be reviewed and approved by the Historic Preservation Board or staff.

Performance of the following rehabilitation projects shall commence within six (6) months of [date of enactment] and shall be completed within twenty-four (24) months of [date of enactment]. Any rehabilitation improvements required by the Conditional Zone Agreement not completed before the issuance of the certificate of occupancy for the office use shall be secured by a performance guarantee in the form of an escrow account, letter of credit, or equivalent surety approved by the Corporation Counsel of the City of Portland, in an amount equal to the estimated cost of completion of such improvements.

1. Replace entire roof system at the sanctuary in accordance with the attached proposal from *The Heritage Co.* Replace all metal flashings, gutters and downspouts to original historic appearance. Original metal trim pieces are at the end of their useful life and should be replicated. Replace membrane at flat roof section.
2. Perform structural repair at all three floor levels of the bell tower including new wood framing and restoration of damaged brick bearing pockets.
3. Perform masonry repairs at the sanctuary as identified on the attached elevation drawings. Said repairs include the damaged area at the southwest corner and other areas of severely damaged or deteriorated masonry.
4. Repair and /or replace approximately 20 bricks at the parish house as identified on the attached elevation drawings.
5. Repair or replace all leaking or missing downspouts on the Parish Hall. The replaced downspouts shall be reviewed by the City's Historic Preservation Manager.
6. Install temporary storm protection window over stained glass window at the parish house that does not currently have storm protection, as identified on the attached elevation drawings.
7. Re-grade the courtyard to create positive drainage away from the building.
8. Reset, repair or repoint granite steps as identified on the attached elevation drawings A-5 and A-6 and reset section of collapsed brick landing at bottom of Carroll Street entrance as identified on the attached elevation drawing A-6.

- ① PRIORITY ONE TREATMENTS
- ② REPAIR OR REPLACE THE ROOF SYSTEM AT SANCTUARY INCLUDING WITH FLASHING, SHINGLES, GUTTERS, DOWNPOUTS AND GUTTERLINE.
- ③ REPAIR OR REPLACE THE ROOF SYSTEM AT THE INTERIOR OF ALL THREE FLOOR LEVELS OF THE BELL TOWER INCLUDING NEW WOOD FRAMING AND MAINTENANCE.
- ④ REPAIR STRUCTURAL ISSUES AT THE SANCTUARY INCLUDING THE REPAIR OF JAYOCK, 80 SQUARE FEET OF DAMAGED MASONRY AT SOUTHWEST CORNER.
- ⑤ REPAIR EXTERIOR PLUMBING AND TOOTH IN RESTROOM BENCH.
- ⑥ REPAIR OR REPLACE EXTERIOR EXISTING DOWNPOUTS AT THE PARISH HALL, WITH TEMPORARY DOWNPOUTS AS REQUIRED BY CITY HISTORIC PRESERVATION LAWYER.
- ⑦ REPAIR OR REPLACE EXTERIOR EXISTING DOWNPOUTS AT VENDOR, STAINED GLASS WINDOW AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STORM PROTECTION.
- ⑧ REPAIR OR REPLACE EXTERIOR EXISTING DOWNPOUTS AT VENDOR, STAINED GLASS WINDOW AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STORM PROTECTION.
- ⑨ REPAIR OR REPLACE EXTERIOR EXISTING STAIRS AND BEST SECTION OF COLLAPSED BRICK LANDING AT BOTTOM OF CATHEDRAL ST. ENTRANCE.



1 PARISH HOUSE - EAST ELEVATION
1/4" = 1'-0"



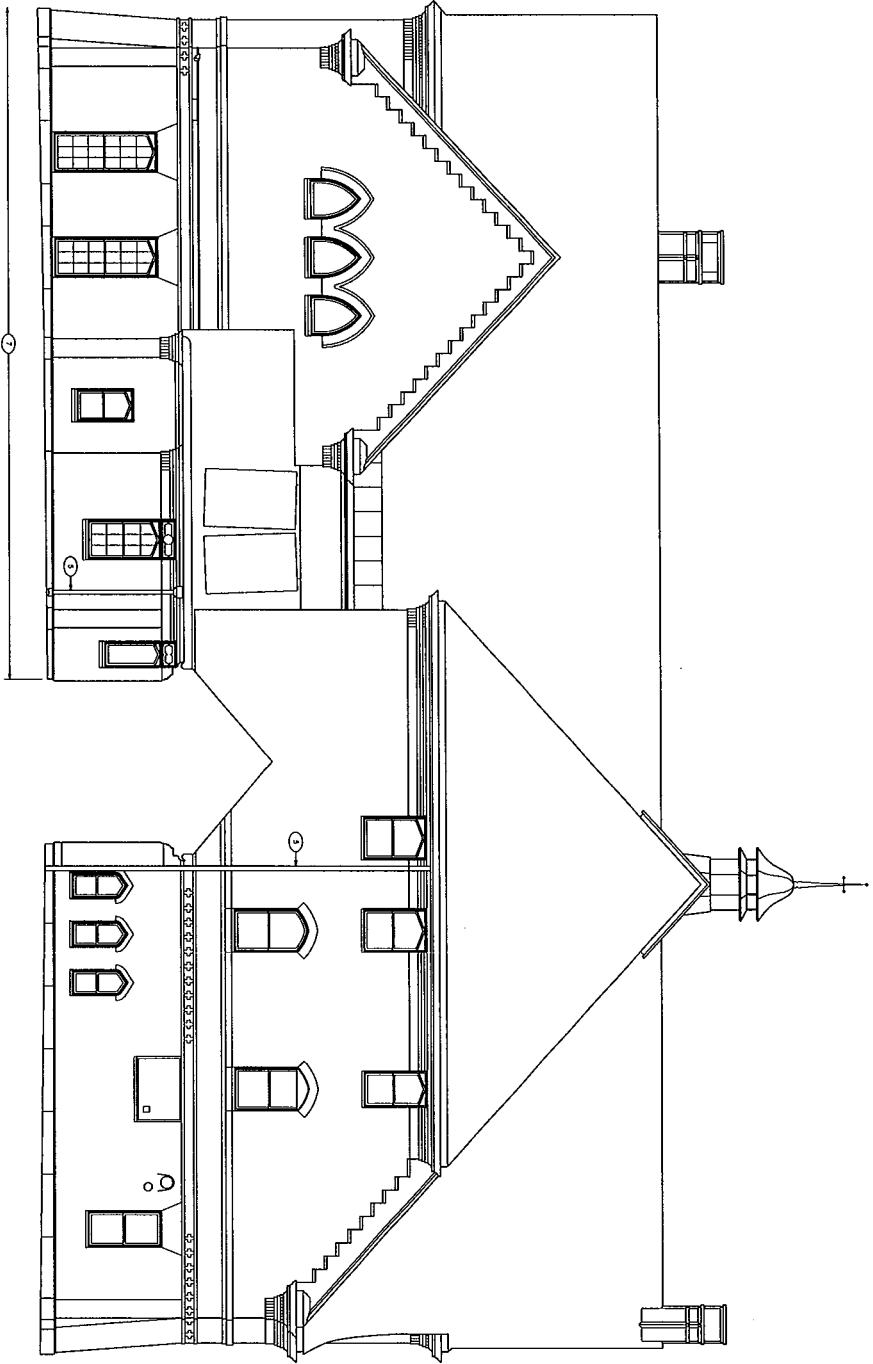
th-architects, llc
28 DANFORTH STREET
PORTLAND, MAINE 04101
TEL: 207.771.8888
FAX: 207.771.8888

Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
32 Thomas Street
Portland, Maine

Date: 7 May 2012
Scale: As Shown
Revision:

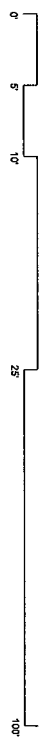
Title:
Parish House
East Elevation
Sheet No: **A-1**

- PRIORITY ONE TREATMENTS**
- ① REPAIR EXTERIOR ROOF SYSTEM AT STRUCTURE INCLUDING METAL FLASHINGS, SPICES, GUTTERS, DOWNSPUTS AND REPAIRS.
 - ② REPAIR STRUCTURAL REPAIR AT THE INTERIOR OF ALL THREE FLOOR LEVELS OF THE BELL TOWER INCLUDING NEW WOOD FRAMING AND MASONRY REPAIR.
 - ③ REPAIR MASONRY REPAIR AT THE SACRATORY INCLUDING THE REPAIR OF APPROX. 35 SQUARE FEET OF DAMAGED MASONRY AT SOUTHWEST CORNER.
 - ④ REMOVE AND REBUILD DAMAGED BRICK AND TOWER IN RESTORATION BRICK.
 - ⑤ REPAIR OR REPLACE LEAKING ON MISSING DOWNSPUTS AT THE PARISH HALL WITH TEMPORARY DOWNSPUTS AS REQUIRED BY CITY HISTORIC PRESERVATION LAWYER.
 - ⑥ INSTALL TEMPORARY STORM PROTECTION AT INDIVIDUAL STAINED GLASS WINDOWS AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STORM PROTECTION.
 - ⑦ RE-GRADE THE COURTYARD TO CREATE POSITIVE DRAINAGE AWAY FROM THE BUILDING.
 - ⑧ REPAIR OR REPAIR GRANITE STEPS AND REST SECTION OF COLLAPSED BRICK LANDING AT BOTTOM OF CATHOLIC ST. ENTRANCE.



1
A-2

PARISH HOUSE - NORTH ELEVATION
1/8" = 1'-0"



th-architects, llc
25 DANFORTH STREET
PORTLAND, MAINE 04101
TEL: 207.771.8882
FAX: 207.771.8888

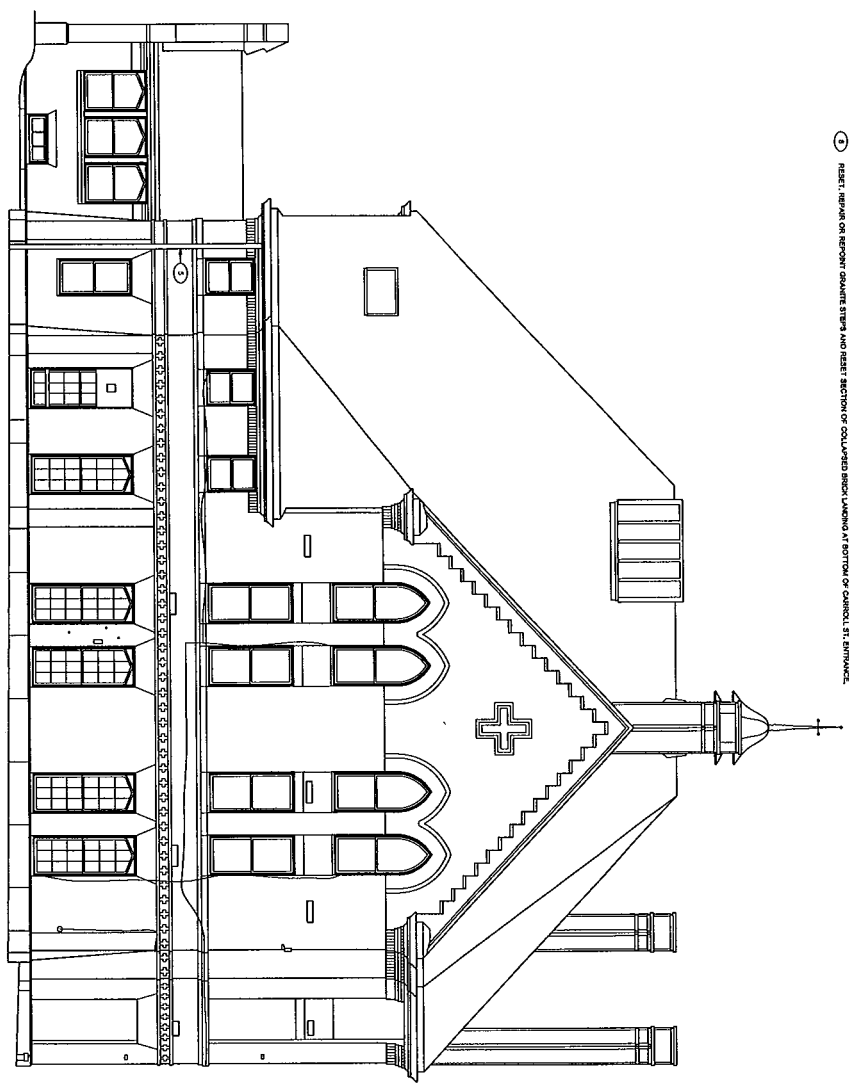
Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
32 Thomas Street
Portland, Maine

Date: 7 May 2012
Scale: As Shown
Revisions:

Title:
Parish House
North Elevation

Sheet No.:
A-2

- PRIORITY ONE TREATMENTS**
- ① REPLACE ENTIRE ROOF SYSTEM AT SANCTUARY INCLUDING METAL FLASHINGS, SHINGLES, GUTTERS, DOWNPOUTS AND MEMBRANE.
 - ② REPAIR STRUCTURAL DAMAGE AT THE INTERIOR OF ALL THREE FLOOR LEVELS OF THE BELL TOWER INCLUDING NEW WOOD FRAMING AND MASONRY REPAIR.
 - ③ REPAIR MASONRY DAMAGE AT THE SANCTUARY INCLUDING THE REPAIR OF JACOBS 30 SQUARE FEET OF DAMAGED MASONRY AT SOUTHWEST CORNER.
 - ④ REPAIR EXTERIOR CHIMNEYS AND TOOTH RESTORATION BRICK.
 - ⑤ REPAIR OR REPLACE LEADING OR MISSING DOWNPOUTS AT THE PARISH HALL WITH TEMPORARY DOWNPOUTS AS ADVISED BY CITY HISTORIC PRESERVATION MANAGER.
 - ⑥ INSTALL THE NECESSARY STORM PROTECTION AT MEMORIAL STAINED GLASS WINDOW AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STORM PROTECTION.
 - ⑦ RE-CRACK THE CONCRETE TO CREATE POSITIVE DRAINAGE AWAY FROM THE BUILDING.
 - ⑧ REPAIR OR REPLACE NON-FLYING QUARTER STAIRS AND REAR SECTION OF SOLICITED BRICK LANDING AT BOTTOM OF CANNON ST. ENTRANCE.



1
A-3
1/4" = 1'-0"

0 5 10 25 100'

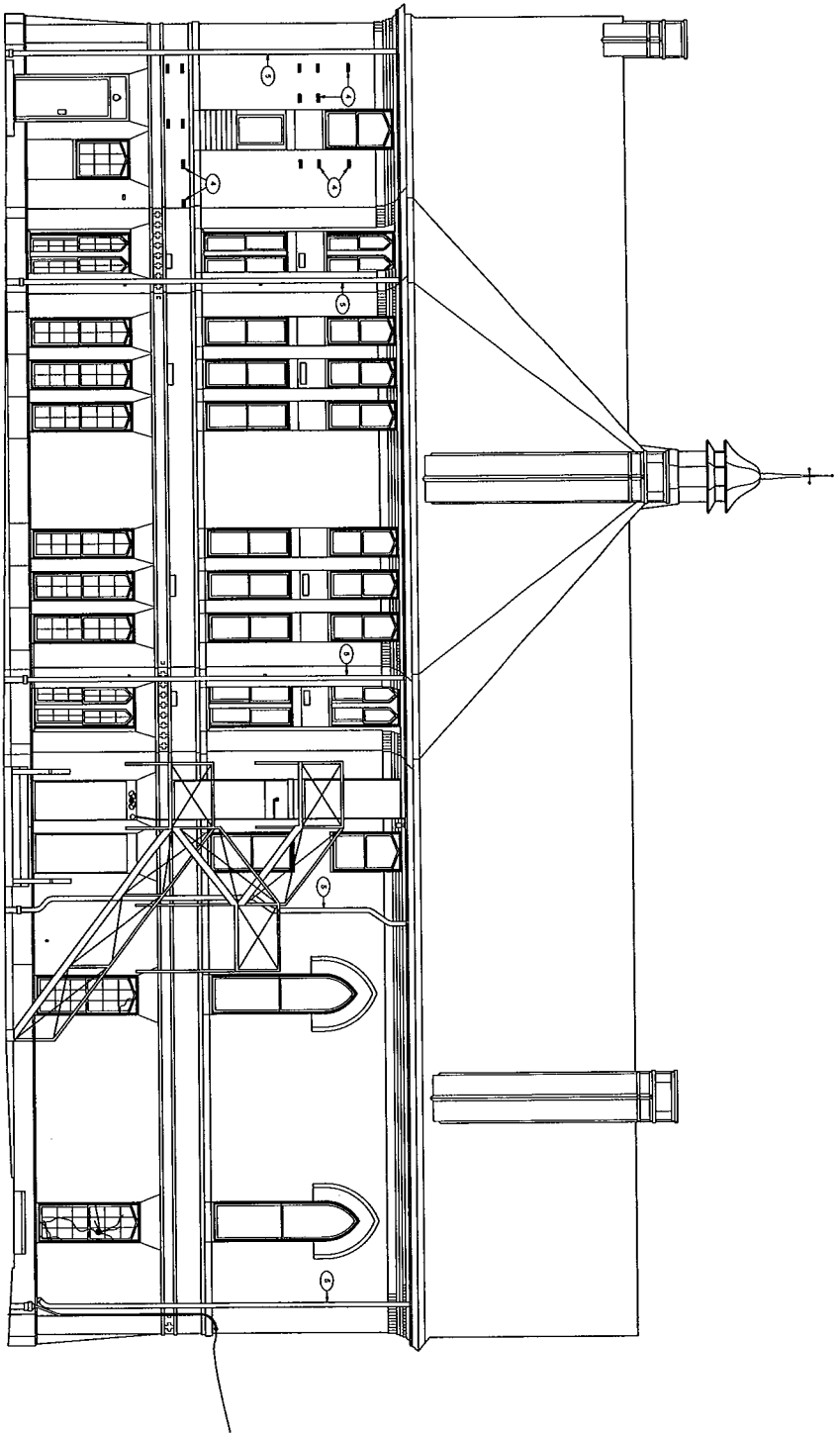
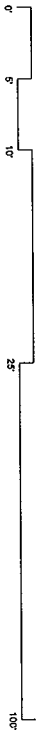
TITLE:
Parish House
West Elevation
Sheet No: **A-3**

Date: 7 May 2012
Scale: 1/4" = 1'-0"
Revision:

Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
32 Thomas Street
Portland, Maine

thatcheds, llc
28 Park Street
Portland, Maine 04101
Tel: 207.751.1888
Fax: 207.751.1888

1
PARISH HOUSE - SOUTH ELEVATION
1/4" = 1'-0"



- PRIORITY ONE TREATMENTS**
- ① REPLACE ENTIRE ROOF SYSTEM AT SANCTUARY INCLUDING METAL FLASHINGS, SHAKLES, CURBS, DOWNSPOUTS AND GUTTERS.
 - ② REPAIR STRUCTURAL DAMAGE AT THE INTERIOR OF ALL THREE FLOOR LEVELS OF THE BELL TOWER INCLUDING NEW WOOD FRAMING AND MAJORITY REPAIR.
 - ③ REPAIR MAJORITY DAMAGE AT THE SANCTUARY INCLUDING THE RESTROOMS, REPAIR OF APPROX. 60 SQUARE FEET OF DAMAGED MAJORITY AT SOUTHWEST CORNER.
 - ④ REMOVE EXISTING TRUSSING BRICK AND TYPIN IN RESTROOMS AREA.
 - ⑤ REPAIR OR REPLACE TRUSSING ON WESTERN CORNERS AT THE PARISH HALL WITH TEMPORARY CORNERS AS REQUIRED BY CITY HISTORIC PRESERVATION MANAGER.
 - ⑥ INSTALL TEMPORARY STEEL PROTECTION AT EASTERN CORNERS AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STEEL PROTECTION.
 - ⑦ RE-DOOR THE EAST TOWER TO PROTECT EXISTING ARCHITECTURE FROM THE STAIRS.
 - ⑧ REPAIR, REPAIR OR REPLACE DOWNING STEPS AND RESTRICTION OF COLLAPSED BRICK LANDING AT BOTTOM OF CHANCEL ST. ENTRANCE.

DATE: 7 MAY 2012
 SCALE: AS SHOWN
 REVISIONS:

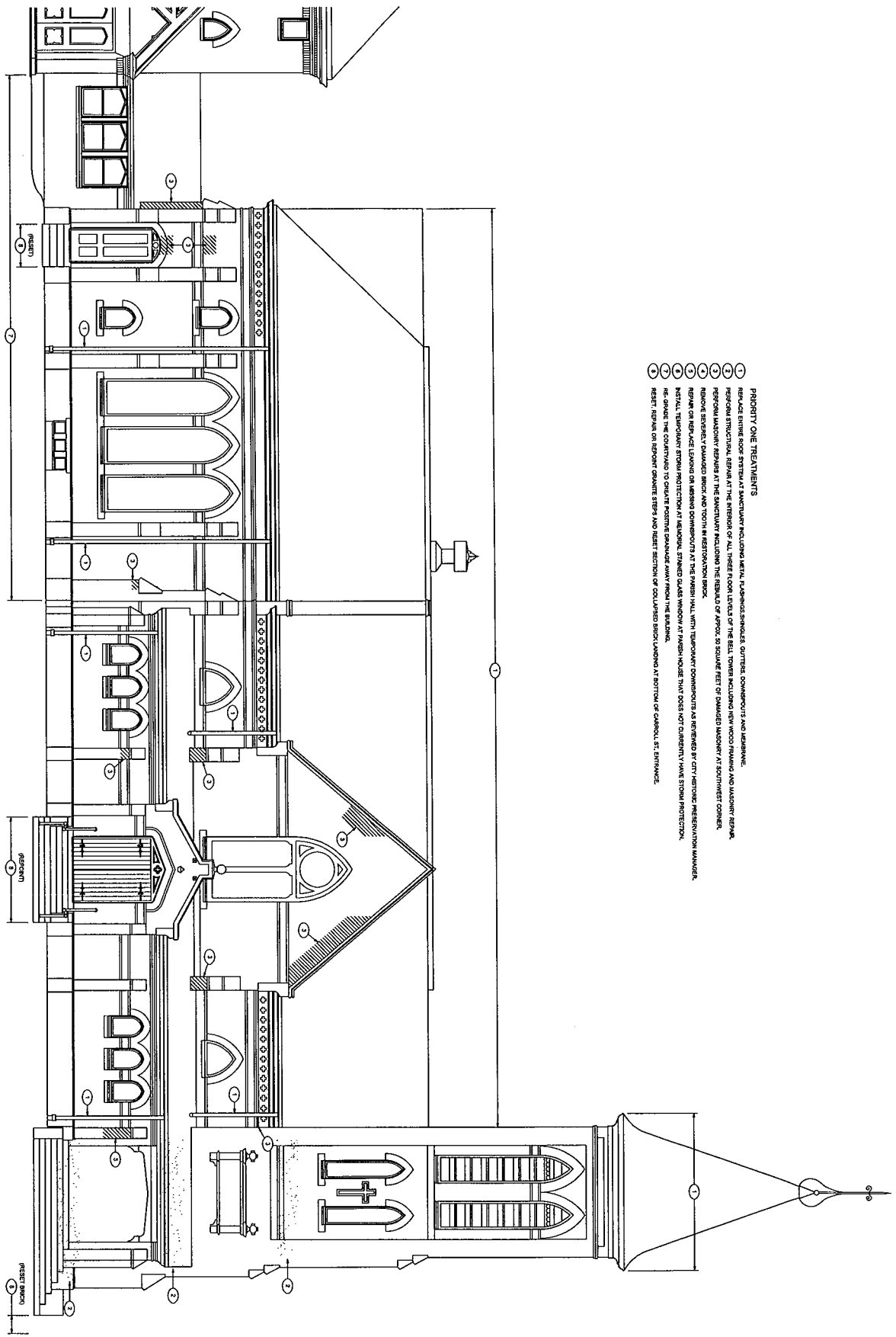
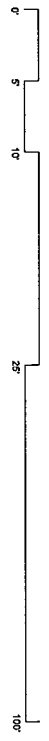
TITLE:
 Parish House
 South Elevation

Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
 32 Thomas Street
 Portland, Maine

Sheet No: **A-4**

tl-architects, llc
 28 DAVENPORT STREET
 PORTLAND, ME 04103
 TEL: 207.771.1888
 FAX: 207.771.9888

1 SANCTUARY - EAST ELEVATION
 1/4" = 1'-0"



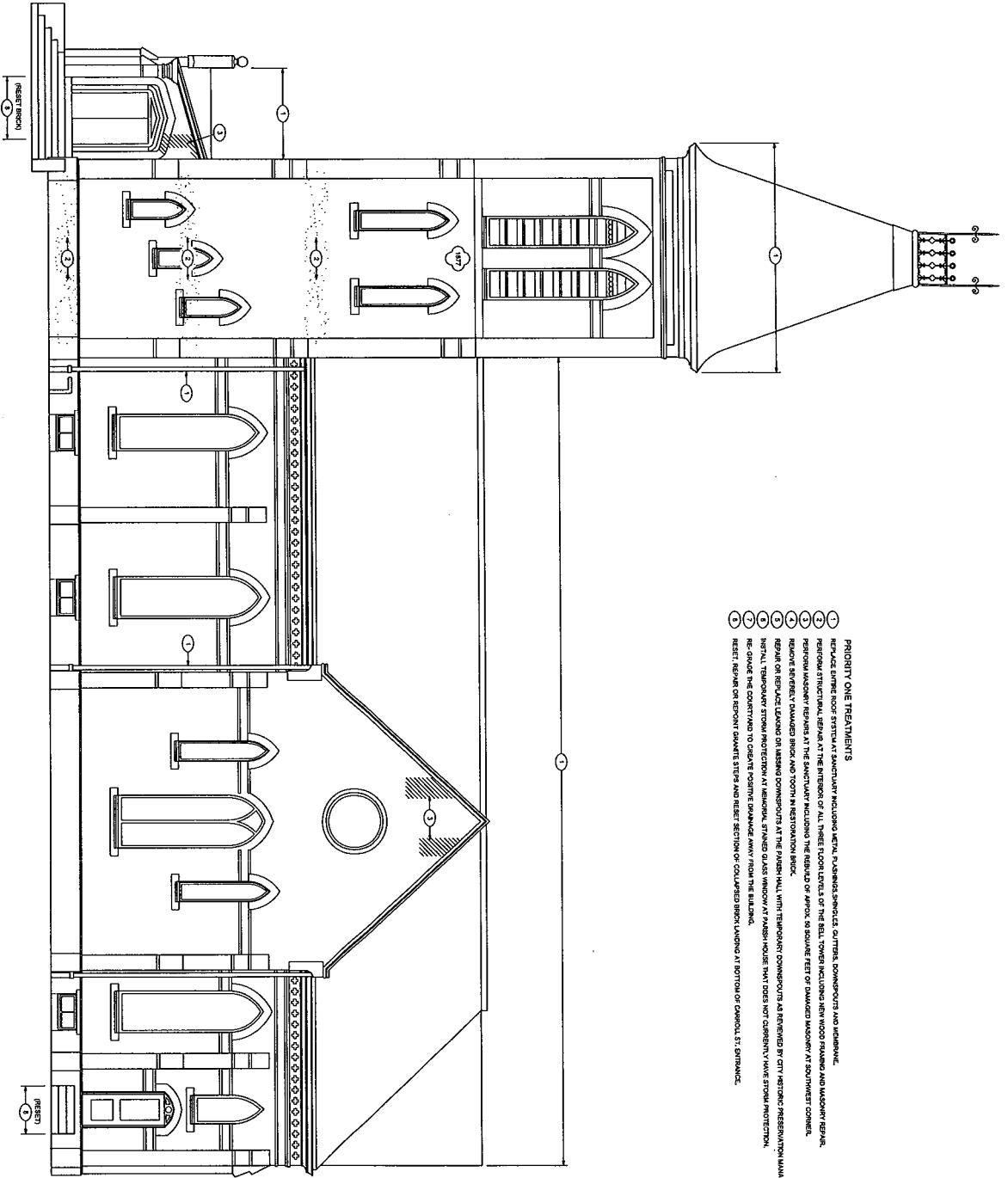
- PRIORITY ONE TREATMENTS**
- 1 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 2 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 3 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 4 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 5 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 6 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 7 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 8 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 9 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 10 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.
 - 11 - REPAIR CRACKS IN CONCRETE FOUNDATION AND EXTERIOR WALLS.

Title:
 Sanctuary
 East Elevation
 Sheet No: **A-5**

Date: 7 May 2012
 Scale: As Shown
 Revision:

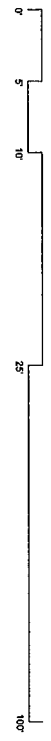
Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
 32 Thomas Street
 Portland, Maine

tharchitects, llc
 28 DAVENPORT STREET
 SUITE 210
 PORTLAND, ME 04101
 TEL: 207.761.1848
 FAX: 207.761.1289



1 SANCTUARY - NORTH ELEVATION
1/8" = 1'-0"

- PRIORITY ONE TREATMENTS**
- 1. REPLACE BRICK ROOF SYSTEM AT SANCTUARY INCLUDING METAL FLASHINGS, SHEETS, GUTTERS, DOWNSPOUTS AND PARAPETS.
 - 2. PERFORM STRUCTURAL REPAIRS AT THE INTERIOR OF ALL THREE FLOOR LEVELS OF THE BELL TOWER INCLUDING NEW WOOD FRAMING AND MASONRY REPAIR.
 - 3. REMOVE SEVERELY DAMAGED BRICK AND TOOTH IN RESTROOM BRICK.
 - 4. REPAIR OR REPLACE LANDING ON BRICK DOWNSPOUTS AT THE PARISH HALL WITH TEMPORARY DOWNSPOUTS AS PERMITTED BY CITY HISTORIC PRESERVATION MANAGER.
 - 5. INSTALL TEMPORARY STORM PROTECTION AT MEMORIAL STAINED GLASS WINDOW AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STORM PROTECTION.
 - 6. RE-GRAD THE COURTYARD TO DISAPPEAR POSITIVE DRAINAGE AWAY FROM THE BUILDING.
 - 7. RESET REPAIRS ON REDWOOD GRANITE STEPS AND REBEL SECTION OF COLLAPSED BRICK LANDING AT BOTTOM OF CATHOLIC ST. STRUCTURE.



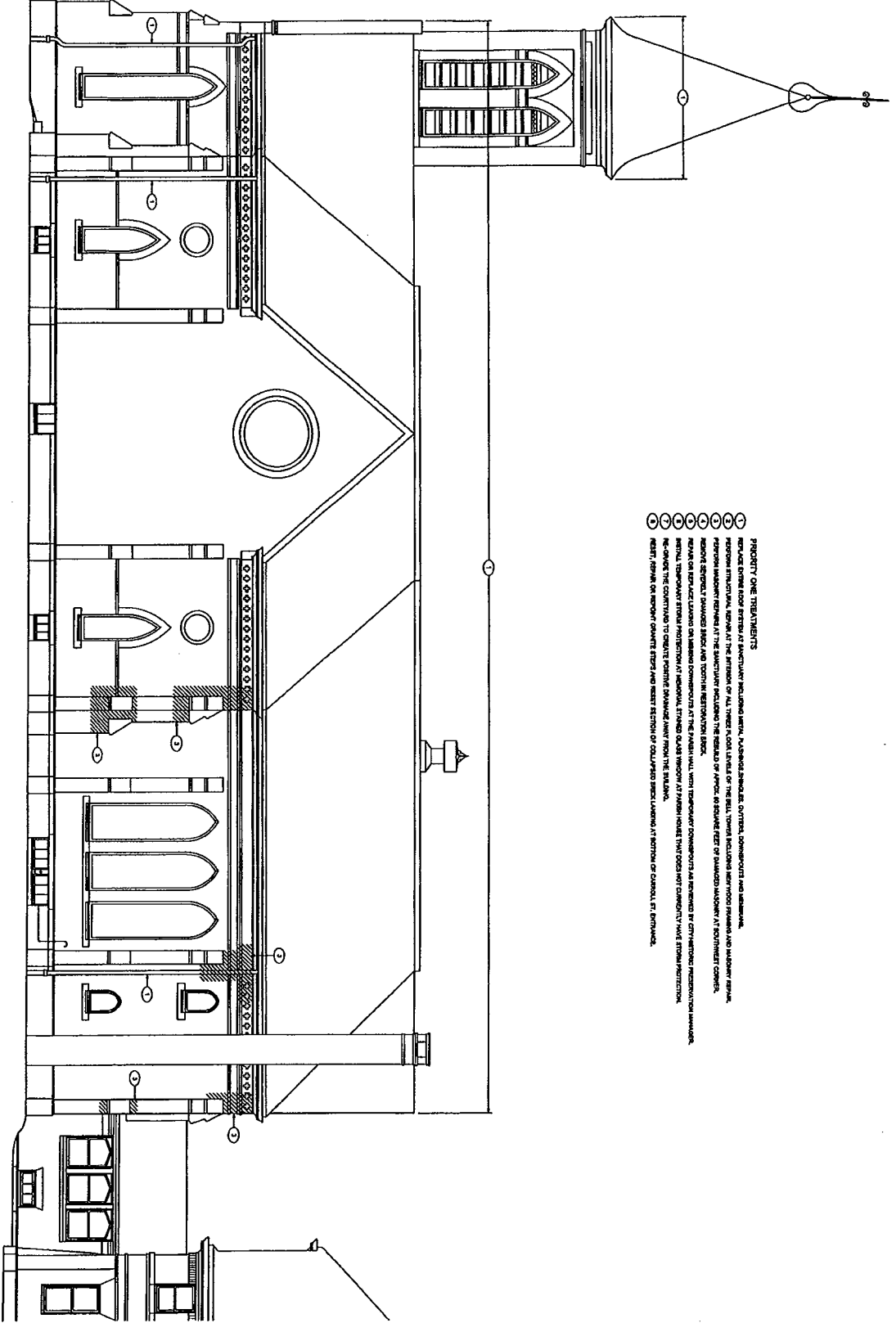
Title:
Sanctuary
North Elevation
Sheet No: A-6

Date: 7 May 2012
Scale: As Shown
Revisions:

Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
32 Thomas Street
Portland, Maine

thearchitects, llc
28 DANFORTH STREET
PORTLAND, MAINE 04101
TEL: 207.781.0400
FAX: 207.781.0400

1 SANCTUARY - WEST ELEVATION
 A-7
 1/8" = 1'-0"



- PRIORITY ONE TREATMENTS**
- REPLACE BRICK ROOF SHEETS AT SANCTUARY INCLUDING WITH, MATCHED BRICKS, GUTTERS, DOWNSPUTS AND FLASHING.
 - REPAIR STYRACUPEL, REPAIR AT THE PERIMETER OF ALL WEST FLOOR LEVELS OF THE BELL TOWER INCLUDING INTERIOR FINISHES AND SUBSTRATE REPAIR.
 - REPAIR MASONRY REPAIRS AT THE SANCTUARY INCLUDING THE REPAIR OF BRICKS IN EXPOSED FEET OF DAMAGED MASONRY AT SOUTHWEST CORNER.
 - REPAIR BRICKS DAMAGED BY ICE AND TROTH IN RESTROOM AREA.
 - REPAIR OR REPLACE LANDING ON LANDING DOWNSPUTS AT THE SANCTUARY WALL WITH TEMPORARY DOWNSPUTS AS REQUIRED BY CITY HEALTH INSPECTION DEPARTMENT.
 - REPAIR TEMPORARY STUBS PROTECTION AT INTERIOR, FINISH GLASS WINDOW AT FINISH HOUSE THAT DOES NOT CURRENTLY HAVE STUBS PROTECTION.
 - REPAIR, REPAIR ON REPAIR DOWNSPUTS AND REPAIR SECTION OF COLLAPSED BRICK LANDING AT SECTION OF CANOPY AT ENTRANCE.



THE
 Sanctuary
 West Elevation
 Sheet No. **A-7**

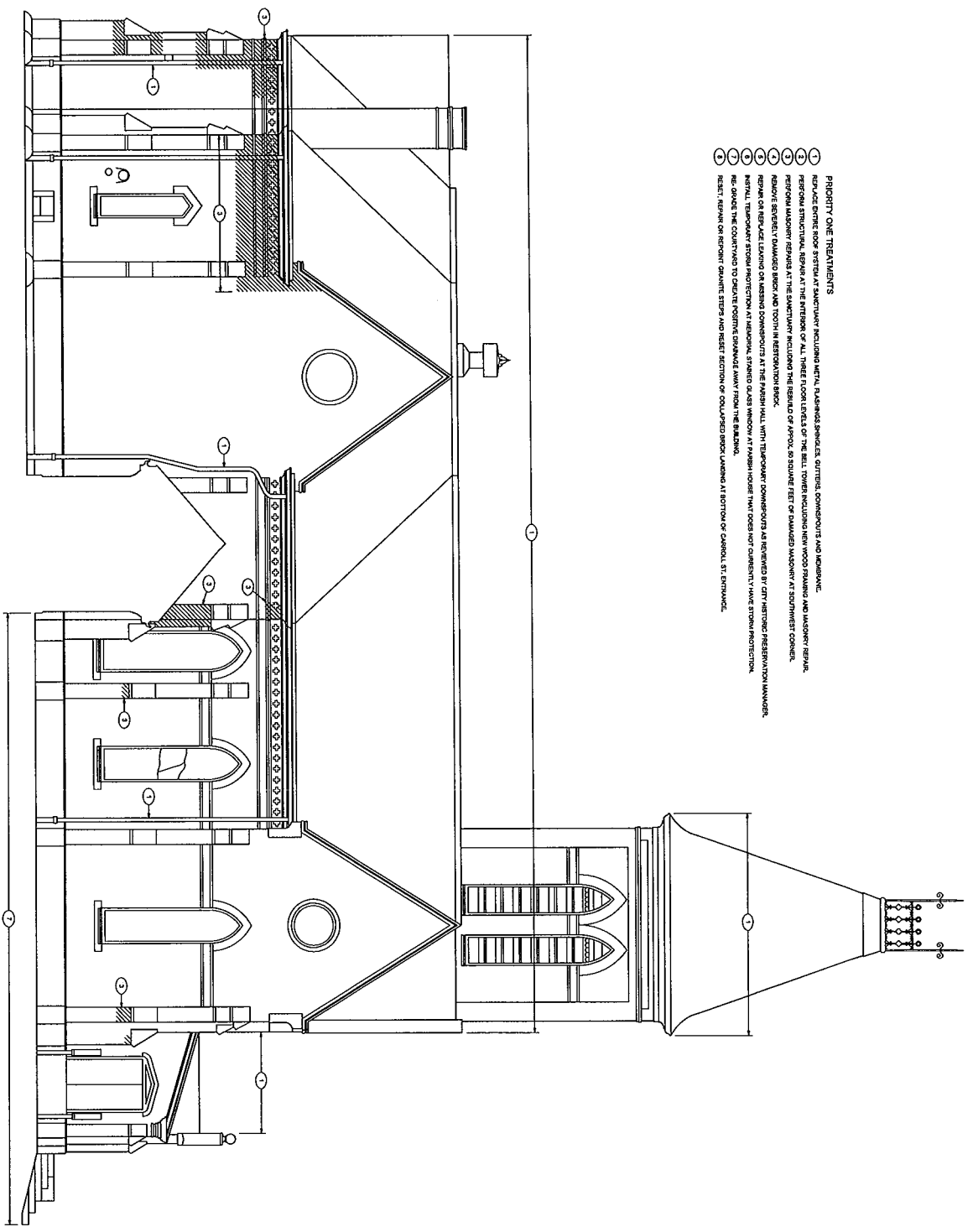
Date: 7 May 2012
 Scale: As Shown
 Revision:

Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
 32 Thomas Street
 Portland, Maine

32 Thomas Street, LLC
 32 Thomas Street
 Portland, Maine 04101
 TEL: 207.787.8866
 FAX: 207.787.8868

thearchitects, llc
 1000 Congress Street
 Portland, Maine 04101
 TEL: 207.787.8866
 FAX: 207.787.8868

- PRIORITY ONE TREATMENTS**
- ① REPLACE ENTIRE ROOF SYSTEM AT SANCTUARY INCLUDING METAL FLASHING, SHINGLES, GUTTERS, DOWNPOUTS AND MOISURE.
 - ② PERSONAL STRUCTURAL REPAIR AT THE INTERIOR OF ALL THREE FLOOR LEVELS OF THE BELL TOWER INCLUDING NEW WOOD FRAMING AND MAJOR REPAIR.
 - ③ PERSONAL MAJOR REPAIR AT THE SANCTUARY INCLUDING THE REPAIR OF APPROX. 80 SQUARE FEET OF DAMAGED MASONRY AT SOUTHWEST CORNER.
 - ④ REMOVE SEVERELY DAMAGED BRICK AND TOWER IN RESTORATION BRICK.
 - ⑤ REPAIR OR REPLACE LEAKING OR MISSING DOWNPOUTS AT THE PARISH HALL WITH TEMPORARY DOWNPOUTS AS RECOMMENDED BY CITY HISTORIC PRESERVATION LAWYERS.
 - ⑥ INSTALL TEMPORARY STORM PROTECTION AT PARISH HOUSE AT PARISH HOUSE THAT DOES NOT CURRENTLY HAVE STORM PROTECTION.
 - ⑦ RE-GRADE THE COURTYARD TO CREATE POSITIVE DRAINAGE AWAY FROM THE BUILDING.
 - ⑧ REPAIR OR REPLACE GRANITE STEPS AND RESET SECTION OF COLLAPSED BRICK LANDING AT BOTTOM OF CARROLL ST. ENTRANCE.



1 SANCTUARY - SOUTH ELEVATION
A-8 1/4" = 1'-0"

th-architects, llc
28 DAVENPORT STREET
PORTLAND, MAINE 04101
TEL: 207.781.8888
FAX: 207.781.8888

Exterior Conditions Assessment & Treatment Plan
32 Thomas Street, LLC
32 Thomas Street
Portland, Maine

Title:
Sanctuary
South Elevation
Sheet No: A-8
Date: 7 May 2012
Scale: As Shown
Revision:



P.O. Box 71
E. Waterboro, ME. 04090
247-5372 Fax 247-4256

*Architectural Copper Work and Cornicing
Historically Correct Restorations
Slate and Clay Tile Roofing*

April 27, 2012

Leddy Houser Associates
Attn: Paul Leddy
429 Preble Street
South Portland, Maine 04106

Dear Mr. Leddy:

Please accept the following updated estimate for the complete, historically accurate slate and copper roof restoration work on the upper main roof of the Williston Church on Thomas Street in Portland, Maine.

Scaffolding--\$22,526.00

-Erect scaffolding in accordance to OSHA standards up to the gutter line around the perimeter of the main church roof. Install the necessary safety features to protect pedestrians and the property.

Demolition--\$40,008.00

-Remove and dispose of the existing asphalt shingle roof materials and flashing components from the pitched roofs. Re-nail all roof decking using 8d nails. Install an ice and water shield membrane to the lower three feet of the main roof, in all valleys, and around all other roof protrusions such as the steeple sidewalls, chimney and the vent pipe. Install a #30 roofing paper to all other exposed roof decks.

Main Roof Gutter--\$25,854.00

-Install a custom fabricated 16-oz. copper gutter system exactly matching the size and configuration of the original gutter at all main roof fascia. The gutter shall have a 1/4" x 1" copper bar installed into its face with 1/8" x 1" copper bar hangers bolted to the face bar with brass bolts every 18" for strength.

-If the existing gutters are eliminated and a cornice flashing is to be installed similar to your drawing, the cost will be \$20,016.00 instead of the \$25,854.00 for the gutter.

Conductor Pipes for Main Roof Gutters--\$9,600.00

-Install custom fit 16-oz. copper conductor pipes at the original pipe locations to lead the water from the main roof gutters to the ground. If 3" round corrugated galvanized steel conductor pipes are to be used instead of copper please deduct \$3,735.00 from the total. If galvanized steel pipes are used, they should be primed inside and outside and two coats of paint applied to the outside.

"Four Generations Of Experience"



P.O. Box 71
E. Waterboro, ME. 04030
247-5372 Fax 247-4256

*Architectural Copper Work and Cornicing
Historically Correct Restorations
Slate and Clay Tile Roofing*

Valley Flashings---\$6,667.00

-Install continuous 16-oz. copper flashings in all main roof valleys fabricated from 18" stock. If 24" stock is to be used, please add \$1,030.00.

Slating---\$108,110.00

-Install Premium 3/4" thick North Country Black Slate to the roof using 1 1/2" copper slating nails. The valleys will be slated using an open profile. If a mixed Vermont Grey/Green and Vermont Semi Weathering Green Slate will be used instead of the North Country Black Slate, please deduct \$7,000.00.

Cornice Flashings for Raised Parapets---\$12,561.00

-3 of the gables have raised parapet walls above the roof deck. Fabricate and install 16-oz. copper step flashings interwoven with the installation of the slate along each of the parapet walls. Install custom fabricated 16-oz. copper flashings to the tops of the parapets. The new copper parapet caps will exactly match the size and configuration of the original caps.

Cornice Flashings for the Gables that are not Raised---\$3,990.00

-2 of the gables have metal cornice flashings running up the gable rakes. Install custom fabricated 16-oz. copper flashings to gable rakes. The new copper cornice flashings will exactly match the size and configuration of the original flashings.

Chimney Flashings---\$1,391.00

-Install 16-oz. copper base flashings interwoven with the installation of the slate around the west elevation chimney. Install 16-oz. copper counter flashings symmetrically placed into 1" deep reglets symmetrically cut into mortar joints around three sides of the chimney. Repoint the reglets with a compatible mortar.

Plumbing Vent Pipe Flashing---\$490.00

-Install a 16-oz. copper base flashing around the plumbing vent pipe interwoven with the installation of the slate. Install a high hat counter flashing over the pipe.

Steeple Base Flashings---\$3,218.00

-Install 16-oz. copper base flashings interwoven with the installation of the slate around the base of the steeple. Install 16-oz. copper counter flashings symmetrically placed into 1" deep reglets symmetrically cut into mortar joints above the step flashings. Repoint the reglets with a compatible mortar.

"Four Generations Of Experience"



P.O. Box 71
E. Waterboro, ME. 04030
247-5372 Fax 247-4256

*Architectural Copper Work and Cornicing
Historically Correct Restorations
Slate and Clay Tile Roofing*

Hip and Ridge Flashings—\$4,650.00

-Install continuous copper flashings mechanically fastened with brass screws and washers on all hip and ridge lines.

Cornice Flashings at Perimeter of EPDM Roof—\$2,343.00

-Custom fabrication and installation of a copper cornice flashing around the perimeter of the EPDM roof at the top of the building.

Front Vestibule Roof, Gutter and Conductor Pipes—\$21,191.00

-Erect scaffolding in accordance to OSHA standards up to the gutter line at the front vestibule. Install the necessary safety features to protect pedestrians and the property—\$2,659.00.

-Remove and dispose of the existing roof materials and flashing components from the vestibule roof. Re-nail all roof decking using 8d nails. Install an ice and water shield membrane to the roof deck. Install a rosin sized paper over the membrane—\$2,632.00.

-Install a custom fabricated 16-oz. copper gutter system exactly matching the size and configuration of the original gutter across the front fascia of the front vestibule. The gutter shall have a 1/4" x 1" copper bar installed into its face with 1/8" x 1" copper bar hangers bolted to the face bar with brass bolts every 18" for strength—\$4,650.00.

-Install custom fit 16-oz. copper conductor pipes at the original pipe locations to lead the water from the gutters to the ground—\$800.00. If 3" round corrugated galvanized steel conductor pipes are to be used instead of copper please deduct \$312.00 from the total.

-Install a symmetrically placed, double locked standing seam 16-oz. copper roof to the vestibule roof. Install all related flashings—\$10,450.00.

If you have any questions, please feel free to call.

Sincerely,

Victor A. Wright

"Four Generations Of Experience"



TECTA AMERICA

April 24, 2012

Leddy/Hauser Assoc.
72 Ocean Street
Suite 104
South Portland, Me. 04106

Attn:

Project Name: 32 Thomas Street (approx. 1,700 sq. ft.)
Location: Portland, Me.

- Remove and dispose of the existing epdm and fiberboard.
- Supply and install 1/2" HD polyiso insulation.
- Supply and install a fully adhered .060 E.P.D.M. of system.
- Flash all vertical transitions and penetrations.
- Supply a 15 year labor 20 year material warranty.
- This estimate/proposal will become a contract once executed by both parties.

TOTAL LABOR MATERIALS: \$16,800.00
(Sales tax included if applicable)

Customer
Approval:

Date:

Tecta America:

Date:

4-24-12

Alternates: Supply and install a Bileco S-20 roof hatch at the existing penetration. **ADD \$1,475.00**

For white .060 PVC membrane **ADD \$2,100.00**

ATTACHMENT 1

PORTLAND CITY COUNCIL ORDER 214-11/12

JUNE 18, 2012

A TRUE COPY
ATTEST: Katherine L. Jones City Clerk
Katherine L. Jones, City Clerk
Portland, Maine
DATE 4/28/2012

Order 214-11/12
Given first reading on 6/4/12

Passage as amended: 6-3 (Coyne, Anton, Leeman) 6-18-12

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING TEXT AND MAP AMENDMENT)
RE: Conditional Zoning Agreement
Williston-West Church

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

CONDITIONAL ZONE AGREEMENT
RE:
WILLISTON-WEST CHURCH

AGREEMENT made this 13th day of July, 2012 by 32 Thomas Street, LLC, 477 Congress St., Suite 601, Portland, Maine ("Developer"), and its successors and assigns.

WITNESSETH

WHEREAS, the Developer owns real property located at 32 Thomas Street, consisting of the parcel shown on the City's Tax Map 62, Block E, Lot 5, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 29217, Page 171 (collectively the "Property"); and

WHEREAS, the existing building complex located on the Property was formerly used as the Williston-West Church; and

WHEREAS, the Property, located within the West End Historic District, is currently zoned R-4 Residential; and

WHEREAS, the properties on the opposite sides of Thomas and Carroll Streets, directly across from the Property, are zoned R-6 Residential; and

WHEREAS, the building complex located on the Property is comprised of two principal portions, the sanctuary and the parish house; and

WHEREAS, the building complex is listed in the National Register of Historic Places, the sanctuary is a designated local landmark as defined by Article IX of the

Portland City Code and the parish house is a contributing structure within the West End Historic District under Article IX; and

WHEREAS, the sanctuary and the parish hall are important, unique, large-scale, non-residential historic structures that were designed by noted architects Francis Fasset and John Calvin Stevens respectively; and

WHEREAS, the building complex significantly contributes to the architectural fabric of the neighborhood and distinctive sense of place that defines Portland and therefore requires special consideration with regard to its rehabilitation and preservation; and

WHEREAS, the standards of review for alterations of historic structures set forth in Portland City Land Use Code (the "Code") §14-650 include the following: (a) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration to the character-defining features of the structure, object or site and its environment or to use a property for its originally intended purpose; and (b) The distinguishing original qualities or character of a structure, object or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

WHEREAS, the building complex located on the Property is falling into a state of disrepair; and

WHEREAS, historically appropriate and neighborhood compatible adaptive re-use of historic religious structures is often challenging, and reasonable use flexibility may enable economically viable rehabilitation and productive use of such buildings for their long term preservation; and

WHEREAS, the City's comprehensive plan includes the following stated goals: to preserve Portland's architectural and historic heritage; to promote an economic climate which increases job opportunities and overall economic well-being; and to preserve and enhance the quality and vitality of neighborhoods within and adjacent to the Downtown; and

WHEREAS, offices in residential zones, particularly in the R-4 zone, have been limited and any allowance of an office use in the R-4 zone should only be considered for large, unique, and historically significant structures which have not previously been in residential use, and must be carefully considered and controlled to achieve an appropriate balance between policies supporting neighborhood preservation and policies supporting economic development and preservation of the City's architectural and historic heritage; and

WHEREAS, the Developer proposes and intends to rehabilitate the parish house to provide for a family residence on the second and third floors, and a caretaker residence and office space on the first floor, as illustrated in Exhibit A attached hereto; and

WHEREAS, the Developer proposes and intends to rehabilitate, preserve and maintain the sanctuary and to use the building as a community hall for limited community uses; and

WHEREAS, the Developer intends to maintain the historic character of the structures and Property and will commit to a rehabilitation schedule of improvements to the building complex to address immediate needs to ensure the soundness and integrity of the building envelope and structural elements, and intends to perform additional improvements to the building complex to prolong its useful life and preserve the historic character, all with the goal of extending the useful life of the building complex for a time period approaching fifty (50) years or longer; and

WHEREAS, the existing zoning is R-4 which has dimensional requirements that the existing building complex does not meet, but is lawfully nonconforming; and

WHEREAS, the proposed use of the building complex by the owner/Developer includes an office component that is a necessary economic value and program element for the feasibility of the productive use of the building complex and the associated rehabilitation investments; and

WHEREAS, the Developer has requested a rezoning of the Property in order to permit the proposed development of the Property which will facilitate funding the comprehensive rehabilitation and long-term maintenance of the historic structures; and

WHEREAS, the proposed uses of the Property are consistent with the existing and permitted uses in the neighborhood, which include a mix of residential, commercial and institutional uses; and

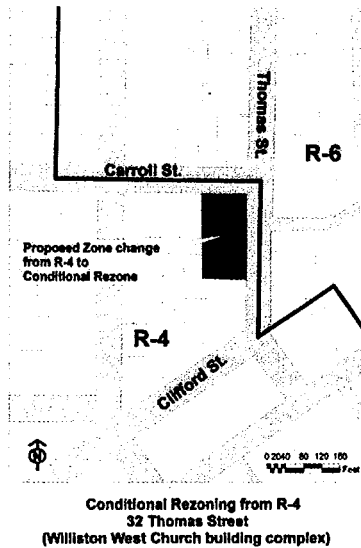
WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions contained in this AGREEMENT; and

WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and §§ 14-60 to 14-62 of the Code, after notice, hearing and due deliberation thereon, has determined that because of the unusual nature and unique location of the proposed development, and its minimal impact on and compatibility with the surrounding community, it is necessary and appropriate to recommend the rezoning of the Property as aforesaid, with the following conditions and restrictions set forth in this AGREEMENT; and

WHEREAS, the Portland City Council has on June 18, 2012 approved this Agreement in its entirety, by City Council Order No. 214-11/12, a true copy of which is attached hereto as Attachment 1 (the "Order");

NOW, THEREFORE, in consideration of the rezoning, the Developer covenants and agrees as follows:

1. Pursuant to the Order, the City shall amend the Zoning Map of the City of Portland, dated September, 2000 (as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Code) by adopting the map change amendment shown below to zone the property conditional R-4, subject to the conditions contained below.



If this Agreement is not recorded within sixty (60) days after the effective date of the City Council's approval of the Order, then the conditional rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-4 zone.

2. Permitted uses:

- a. All uses allowed in the R-4 zone.
- b. Professional offices, including computer software programming and marketing, and excluding personal services, retail services and veterinarians, subject to the following limitations:
 - (1) Professional offices shall be located on the first floor of the parish house and shall occupy no more than 2,800 square feet of floor area.
 - (2) The total number of individuals working in the professional offices shall not exceed fourteen (14) non-resident employees regularly scheduled to occupy the premises at any one time.

- (3) The business utilizing the office space shall be a single tenant office user owned by or affiliated with the owner of the building complex.
- (4) The office use shall not generate frequent daily visitation by clients, customers, or the general public.
- (5) The owner or operator of the business shall secure and provide to its employees one (1) off street parking space for each employee who commutes to the office by his or her automobile.

3. Use of the sanctuary as a community hall shall be reviewed as a conditional use by the Planning Board, which may place limitations on the use of the sanctuary as a community hall, in addition to the requirements for community halls set forth in section 14-103(b)(2)(e). Said limitations may include, but are not limited to the following:

- a. Occupancy load;
- b. Hours and days of operation;
- c. Record keeping and reporting;
- d. Number of organizations that may be entitled to regular use of the community hall at any one time;
- e. Noise level as the property line; and
- f. Service of alcohol.

4. The underlying dimensional requirements of the R-4 zone shall apply and are modified as follows:

- a. Minimum Lot Size for place of assembly and professional office uses combined: 17,500 square feet.
- b. Minimum Yard Dimensions:
 1. Front yard: 3 feet.
 2. Rear Yard: 3 feet.
 3. Side Yard: 4 feet
 4. Side Yard on Side Streets: 8 feet.
- c. Maximum Lot Coverage: 90%.
- d. Maximum Structure Height (Sanctuary): 37 feet.
- e. Maximum Structure Height (Parish House): 46 feet.
- f. Maximum Structure Height (Bell Tower): 70 feet.
- g. Maximum Floor Area for Places of Assembly: 6,000 sq. ft.

h. Residential dwellings within the existing structures shall be governed by the provisions of Section 14-103(a)(2) of the underlying R-4 zone. Density calculations for residential use shall be based on the lot size of the parcel without land area deductions for other non-residential uses on the site.

5. Any increase in the volume or footprint of either the parish house or the sanctuary shall be prohibited.

6. Subject to receiving all necessary regulatory approvals, the Developer shall rehabilitate the Property in accordance with the Rehabilitation Schedule and related elevation drawings A-1 through A-8, attached hereto as Exhibit B, in keeping with the standards of Article IX, Historic Preservation, of the Portland City Code and as shall be reviewed and approved by the Historic Preservation Board or staff under the terms of this Article. Rehabilitation shall commence within six (6) months of [date of enactment] and shall be completed within twenty-four (24) months of [date of enactment]. Any rehabilitation improvements required by this AGREEMENT not completed before the issuance of the certificate of occupancy for the office use shall be secured by a performance guarantee in the form of an escrow account, letter of credit, or equivalent surety approved by the Corporation Counsel of the City of Portland, in an amount equal to the estimated cost of completion of such improvements. Such performance guarantee shall be reduced by the City upon completion of improvement phases, but shall not be reduced to less than the estimated cost of any incomplete required improvements. In the event that the owner/developer fails to execute the required improvements by the time specified herein, unless granted an extension in writing from the Planning Authority of the time to complete for good cause and not to exceed an additional twelve (12) months, then the City of Portland or its designee shall have the right to utilize the proceeds of the performance guarantee to hire a competent contractor to complete such improvements. In such event, the Planning Authority shall have the right to review and approve the work scope consistency with the required improvements of Exhibit B, the specifications and methods of such work items, and contractor qualifications.

7. If any required approval, including the City Council's approval of this AGREEMENT, has been appealed or becomes the subject of litigation, then the required performance time frames contained in this AGREEMENT shall be measured from the final disposition of any such appeal or litigation. Failure, however, to commence the rehabilitation improvements or post the performance guarantee within the timeframes stipulated in this paragraph and/or paragraph 13 shall result in the reversion of the subject property to the underlying R-4 zone and this AGREEMENT shall be null and void.

8. The provisions of this AGREEMENT are intended to replace and/or supersede the associated provisions of the underlying R-4 zone. As stated above, to the extent not otherwise altered herein, the zoning requirements for the R-4 zone shall otherwise apply to the Property.

9. For a period of five (5) years from [date of enactment], Developer shall submit an annual report to the Planning Authority which shall include the number of employees working at the premises, the location and number of secured off street parking spaces, and other items pertaining to compliance with provisions of this AGREEMENT as required by the Planning Authority. Thereafter, to the extent the Planning Authority requires additional information/report(s) the Developer shall provide the Authority with any such additional information/report(s).

10. The Developer shall replace and/or repair the sidewalk and all other public property surrounding the entire Property if said sidewalk or other public property is damaged as a result of construction on the Property including, but not limited to, construction of the residential and office uses described in this AGREEMENT.

11. Under no circumstances shall the Developer be permitted to convert any residential property in the R-4 zone to an institutional use.

1240. In the event of a breach by the Developer or its successors or assigns of the provisions contained herein (whether the Zoning Administrator, the Zoning Board of Appeals or a Court determines such breach), the Planning Board, after notice and hearing, may review the circumstances of the breach and recommend to the City Council that this AGREEMENT be amended or be rescinded and determine that such rescission should result in the termination of this AGREEMENT and a reversion of the Property to the R-4 zone requirements in place before the execution of this AGREEMENT.

1341. This AGREEMENT may also be enforced pursuant to the land use enforcement provisions of state law including, but not limited to, 30-A MRSA § 4452 and the Portland City Code.

1412. The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Developer, any entity affiliated with the Developer that takes title to the Property, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City of Portland, by and through its duly authorized representatives. The Developer shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

1513. The Planning Authority shall be notified of any potential and/or pending sale of the Property (which most likely will be evidenced by a Purchase & Sales Agreement or its equivalent), and prior to closing the sale of the Property shall meet with the buyer and verify that he/she/it has read, understood and agrees to be bound by the terms, conditions, limitations and provisions of this AGREEMENT, and said buyer shall so state in a signed affidavit to be kept on file with the Planning Authority.

1614. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent

provision and such determination shall not affect the validity of the remaining portions hereof.

1745. Except as expressly modified herein, the development shall be governed by and comply with the provisions of the Portland City Code, including but not limited to, the maintenance requirements for historic structures set forth in section 14-690 of the Code, and any applicable amendments thereto or replacement thereof.

WITNESS: _____

32 THOMAS STREET, LLC

BY:

STATE OF MAINE
CUMBERLAND, ss.

_____, 2012

Personally appeared before me the above-named _____, in his/her capacity as _____ of 32 THOMAS STREET, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,
