



City of Portland, Maine  
 Department of Planning and Urban Development  
 Zoning Board of Appeals  
 Variance Appeal Application

Applicant Information:

Lloyd Lathrop

Name

Bayview Court Associates

Business Name

10 Moulton Street

Address

Portland Maine 04101

(207) 792-1131

Telephone

Fax

Applicant's Right, Title or Interest in Subject Property

Owner

(e.g. owner, purchaser, etc.):

Current Zoning Designation: B2

Existing Use of Property:

Mixed Use

70 Residential Units

2 Retail spaces

Subject Property Information:

335 Forest Ave Portland

Property Address

112 Colg ool

Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

Same

Name

Address

Telephone

Fax

Variance from Section 14 - 186(c) ; 14-332(a)(4)

RECEIVED

DEC 19 2011

Dept. of Building Inspections  
 City of Portland Maine

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a variance as above described, and certified that all information herein supplied by his/her is true and correct to the best of his/her knowledge and belief.

Linneth Gude  
 Signature of Applicant

12/19/11  
 Date

Dec. 19  
2011

Bayview Court  
Associates  
10 Moulton Street  
Portland Maine  
04101

## Variance Request for 335 Forest Ave. Bayview Court

Dear Zoning Board,

We at Slocum Custom Builders have included within this document our intent of the project we propose for city review at 335 Forest Ave. We are proposing to create two (2) single bedroom units and one (1) two-bedroom units in a pre existing retail space which was formally known as the USM bookstore. The building currently houses 70 residential units and two retail units, one vacant 2000 Sq. Ft. unit (previously the USM Bookstore) and one occupied 2000 Sq. Ft. unit (Back Bay Bike). All three uses acquired approval through the city in August 1984 and C/O in October 1985. The property is located in the B2 Zone and is described as off peninsula. As stated in the city of Portland ordinance to add additional units to an existing building the parking for the building must be brought into conformance. If the applicant is unable to bring the parking up to meet the new requirements a variance must be issued by the appropriate authority to be able proceed with proposed project. At the existing site there is 58 parking spots for the building up to this point, 40 spots have been dedicated to the residential units and 18 for the retail uses. The 18 are located along bank street adjacent to the building have been dedicated to the bookstore as well as the bike shop, with this nine (9) of the spots would revert to the residential use. Along the remainder of Banks Street and the continuing Fenwick Road along City non access property there is an additional Forty (40) parking spots that would easily cover if needed the 15 additional spots to cover a one to one ratio required for the residential use.

Sincerely,

Ryan Keith of Slocum Custom Builders  
Representing Lloyd Lathrop,  
Owner of Bayview Court Associates

RECEIVED

DEC 19 2011

Dept. of Building Inspections

Except as specifically provided by the Ordinance, a variance may be granted by the Board only where strict application of the Ordinance, or a provision thereof, to the petitioner and his property, would cause undue hardship. In order for the Board to find "undue hardship", the applicant must answer ALL of the following questions, and provide supporting evidence. The Board will consider this evidence in deciding whether to grant the appeal.

1. The land in question cannot yield a reasonable return unless a variance is granted. [Note: "Failure to yield a 'reasonable return' means 'the practical loss of all beneficial use of the land.' ...Reasonable return does not mean maximum return." *Rowe v. City of South Portland*, 730 A.2d 673, 675 (Me 1999) (citations omitted).]

Satisfied \_\_\_\_\_ Not Satisfied X

Reason and supporting facts: The land in question can still yield a reasonable return, although granting of this variance request will make for a much better situation on the property. When the Retail space existed significant parking was dedicated for space. This forced residence to utilize a large portion of the parking along the discontinued Bank and Fernick Road, luckily that parking is abundant. Allowing the variance request will free up at minimum 9 parking spaces bettering the situation for the property as well as surrounding property, by removing the large parking impact of Retail space a win win in our mind.

2. The need for a variance is due to the unique circumstances of the property and not to the general conditions of the neighborhood.

Satisfied X Not Satisfied \_\_\_\_\_

Reason and supporting facts:

The property has maximize the land available for parking. When the building gained approval in 1985 for 71 units on 2 Retail spaces land area was not a requirement. In this circumstance the approval of the request would better the constraints of the property by providing more parking for Residential Use.

3. The granting of a variance will not alter the essential character of the locality.

Satisfied X

Not Satisfied \_\_\_\_\_

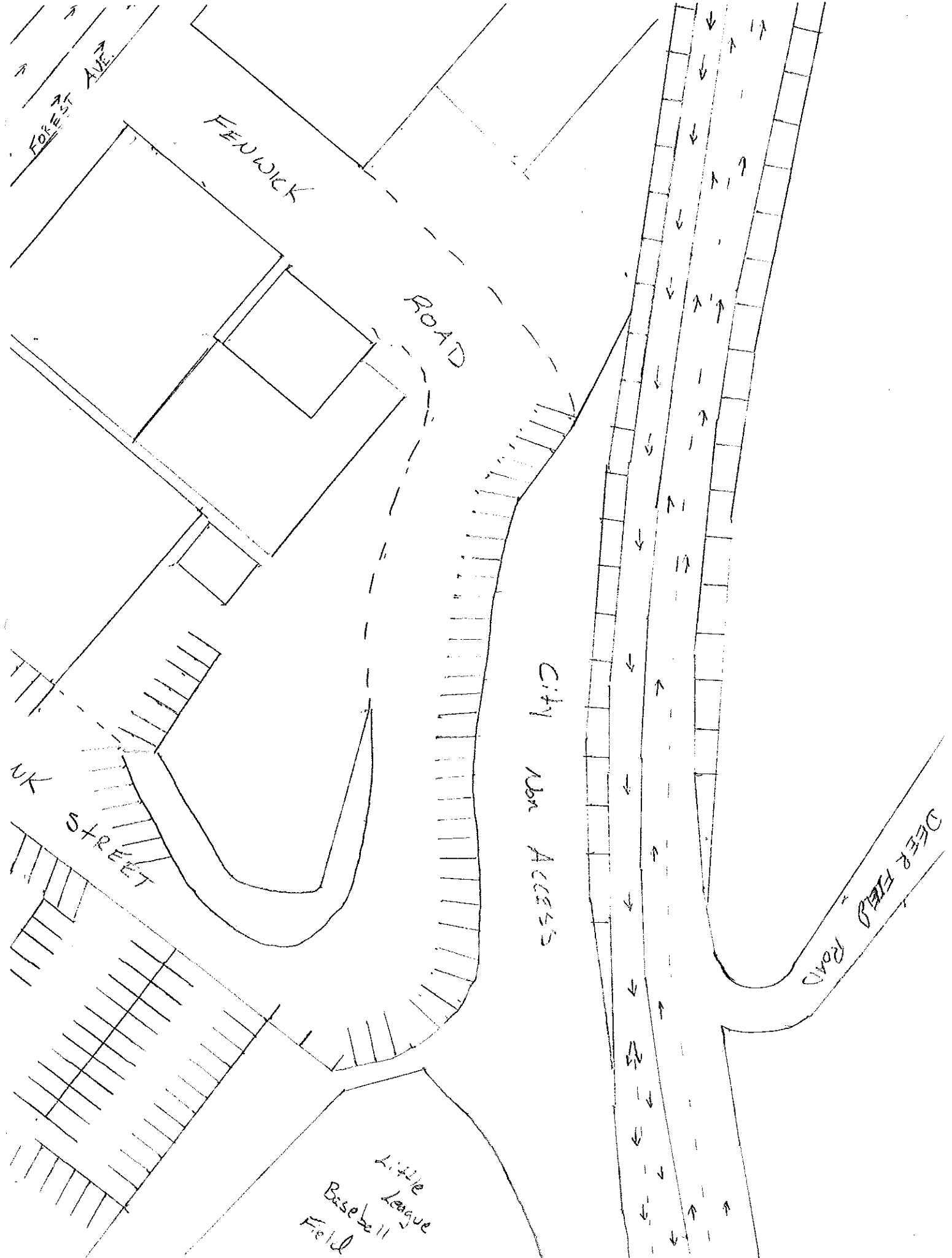
Reason and supporting facts: No external changes to be made, Building is 97% Residential Use. With no external change and ~~min~~ the addition of 3 units to the already existing 70 units it will go virtually unnoticed. aside from freeing up parking for the building. Retail space has a higher parking demand.

4. The hardship is not the result of action taken by the applicant or a prior owner.

Satisfied X

Not Satisfied \_\_\_\_\_

Reason and supporting facts: With the property previously in the B3 zone there where no parking requirements when the zone change took place in or around 1990 the parking hardship was established. We are now looking to better the situation.



FOREST AVE

FENWICK

ROAD

City Abn Access

UK STREET

Little League  
Baseball  
Field

DEER FIELD ROAD

469.

CITY COUNCIL  
MEETING  
APRIL 1, 1991

sided-

approve the

PROGRAM

(12) 310-4/6/91

**City of Portland, Maine**  
IN THE CITY COUNCIL

**ORDER DISCONTINUING FENWICK STREET**

ORDERED, pursuant to 23 M.R.S.A. § 3026, that Fenwick Street, located between Forest Avenue and Preble Street Extension, be and hereby is discontinued.

The names of owners of lots on abutting properties are: (see list attached hereto)

The amount of damages determined by the municipal officers to be paid to each lot owner or other person having an interest in the way is: none.

This discontinuance shall be subject to the retention of a public easement by the City of Portland. Said easement shall provide access to Barrows Park and a location for any public utility facilities necessary to provide service.

(310)  
(Planning Board,  
Joseph DeCoursey  
Chair)

4/6/91

**Fenwick Street Abutters**

Stanley Brown  
Stokes Brothers Investments  
Palmer Spring Company  
City of Portland

Read twice and approved, 5 Yeas, 2 Nays (Pringle, Harlow) (Allen out).

Mr's FY  
Budget  
School  
ambers,  
1991  
ing at

(13) 311-4/01/91

**City of Portland, Maine**  
IN THE CITY COUNCIL

**ORDER DISCONTINUING BANK STREET**

ORDERED, pursuant to 23 M.R.S.A. § 3026, that Bank Street, located between Forest Avenue and Fenwick Street, be and hereby is discontinued.

The names of owners of lots on abutting properties are: (see list attached hereto)

The amount of damages determined by the municipal officers to be paid to each lot owner or other person having an interest in the way is: none.

(311)  
ing Board,  
h DeCoursey,  
ir)

**Bank Street Abutters**

335 Forest Avenue Associates  
Portland Venture Partners  
Palmer Spring Company  
City of Portland

Read twice and approved, 6 Yeas, 2 Nays (Pringle, Harlow).

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NOW, THEREFORE  
and

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(SNILU)

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April 17, 1991-Rar

ACCEPTANCE OF  
GEORGIA STREET

GEORGIA STREET

ACCEPTED BY ORDER OF THE CITY COUNCIL, PASSED JULY 2, 1990  
City of Portland Records, Volume 107, Page 79

Commencing at a point on the southwesterly line of Lambert Street and lying N 23° 22' 55" W, 561.50 feet from the intersection with the westerly line of Auburn Street; thence by a 20 foot radius tangent curve to the left, an arc distance of 33.32 feet to a point of compound curvature; thence by a 230 foot radius curve to the left, an arc distance of 53.11 feet to a point of reverse curvature; thence by a 401.35 foot curve to the right, an arc distance of 74.34 feet to a point of reverse curvature; thence by a 65 foot radius curve to the left, an arc distance of 69.76 feet to a point of reverse curvature; thence by a 65 foot radius curve to the right, an arc distance of 283.14 feet to a point of tangency; thence N 66° 37' 05", 56.26 feet to a point of curvature; thence by a 351.35 foot curve to the left, an arc distance of 114.64 feet to a point of reverse curvature; thence by a 280 foot radius curve to the right, an arc distance of 72.68 feet to a point of reverse curvature; thence by a 20 foot radius curve to the left, an arc distance of 30.09 feet to a point of tangency and the southwesterly line of Lambert Street; thence S 23° 22' 55" E by the southwesterly line of Lambert Street, 90.29 feet to the point of beginning.

Said parcel containing 24,835 square feet and being the same shown as Georgia Street on plan entitled "Georgia Estates, Lambert Street, Portland, Maine" dated June 2, 1987 and recorded in the Cumberland County Registry of Deeds in Plan Book 164, Page 34.

\*\*\*\*\*

VACATING OF  
ROYAL STREET

ROYAL STREET

VACATED BY ORDER OF THE CITY COUNCIL, PASSED AUGUST 6, 1990  
City of Portland Records, Volume 107, Page 100

Royal Street, as shown on a plan entitled "Ray Gardens" recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 102, and located between Ray Street and Marlborough Road be and hereby is vacated.

The amount of damages determined by the municipal officers to be paid to each lot owner or other person having an interest in the way is: none.

\*\*\*\*\*

DISCONTINUANCE OF  
PORTION OF  
HEYWOOD STREET

HEYWOOD STREET

DISCONTINUED BY ORDER OF THE CITY COUNCIL, PASSED MAY 7, 1984  
City of Portland Records, Volume 100, Page 1280

A portion of Heywood Street extending northwesterly from Bedford Street 253.94 feet, more or less (measured on the easterly edge of Heywood Street as shown on the Assessors map), be and hereby is discontinued for highway purposes, without retention of a public easement other than that or those which may be or have been created by separate deed or instrument.

The names of the abutting property owners are: University of Maine.

The amount of damages determined by the municipal officers to be paid to each abutter is: none.

\*\*\*\*\*

DISCONTINUANCE OF  
BANK ROAD

BANK ROAD

DISCONTINUED BY ORDER OF THE CITY COUNCIL, PASSED APRIL 1, 1991  
City of Portland Records, Volume 107, Page 470

Pursuant to 23 M.R.S.A. §3026, that Bank Road, located between Forest Avenue and Fenwick Street, be and hereby is discontinued.

\*\*\*\*\*

DISCONTINUANCE OF  
FENWICK ROAD

FENWICK ROAD

DISCONTINUED BY ORDER OF THE CITY COUNCIL, PASSED APRIL 1, 1991  
City of Portland Records, Volume 107, Page 469

Pursuant to 23 M.R.S.A. §3026, that Fenwick Road, located between Forest Avenue and Preble Street Extension, be and hereby is discontinued.

This discontinuance shall be subject to the retention of a public easement by the City of Portland. Said easement shall provide access to Barrows Park and a location for any public utility facilities necessary to provide service.

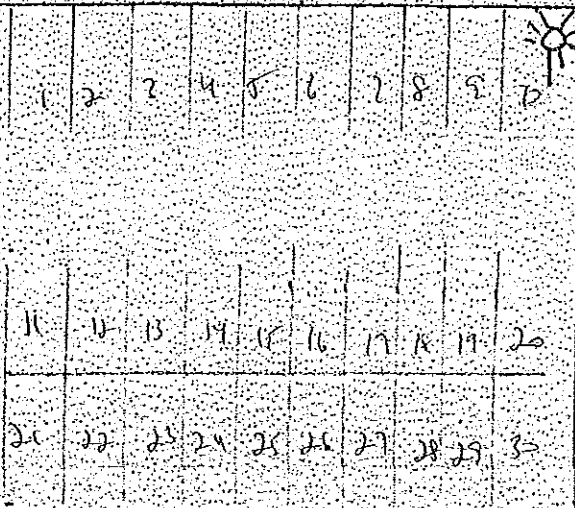
\*\*\*\*\*



SNOW



58' Parking  
STREET  
Lights



70x5  
58' x 61'

967-2000

BANK STREET



300

312

90'

20'

Trash

TRANS

19.60

10.71

19.80

150'

5'±

15711

Previous  
OSM  
Book Store

60'±

36'

13'

100

FOREST AVE



FOREST AVE.

FENDICK

Blower Spring

ROAD

WALKWAY

UK

STREET

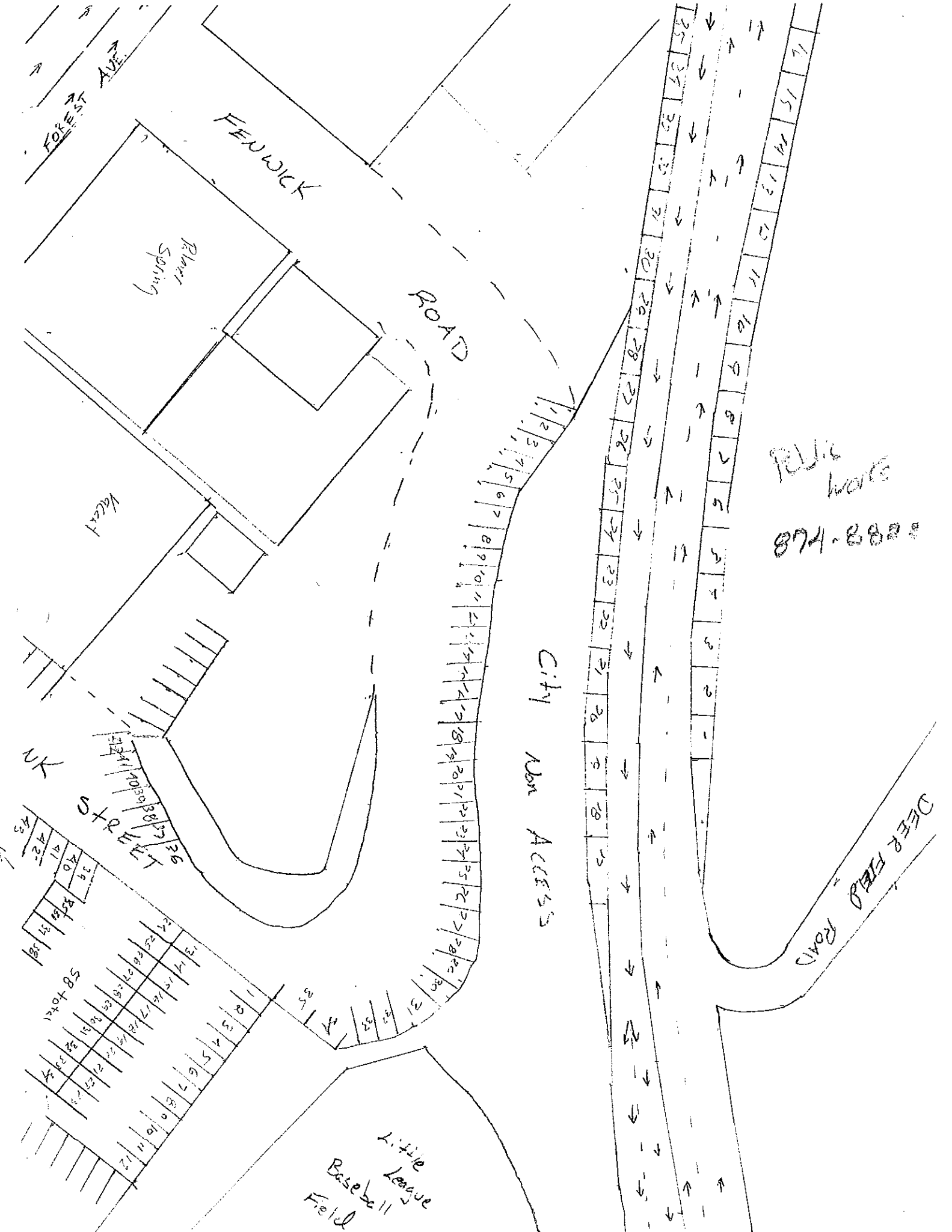
City Admin ACCESS

Public Works

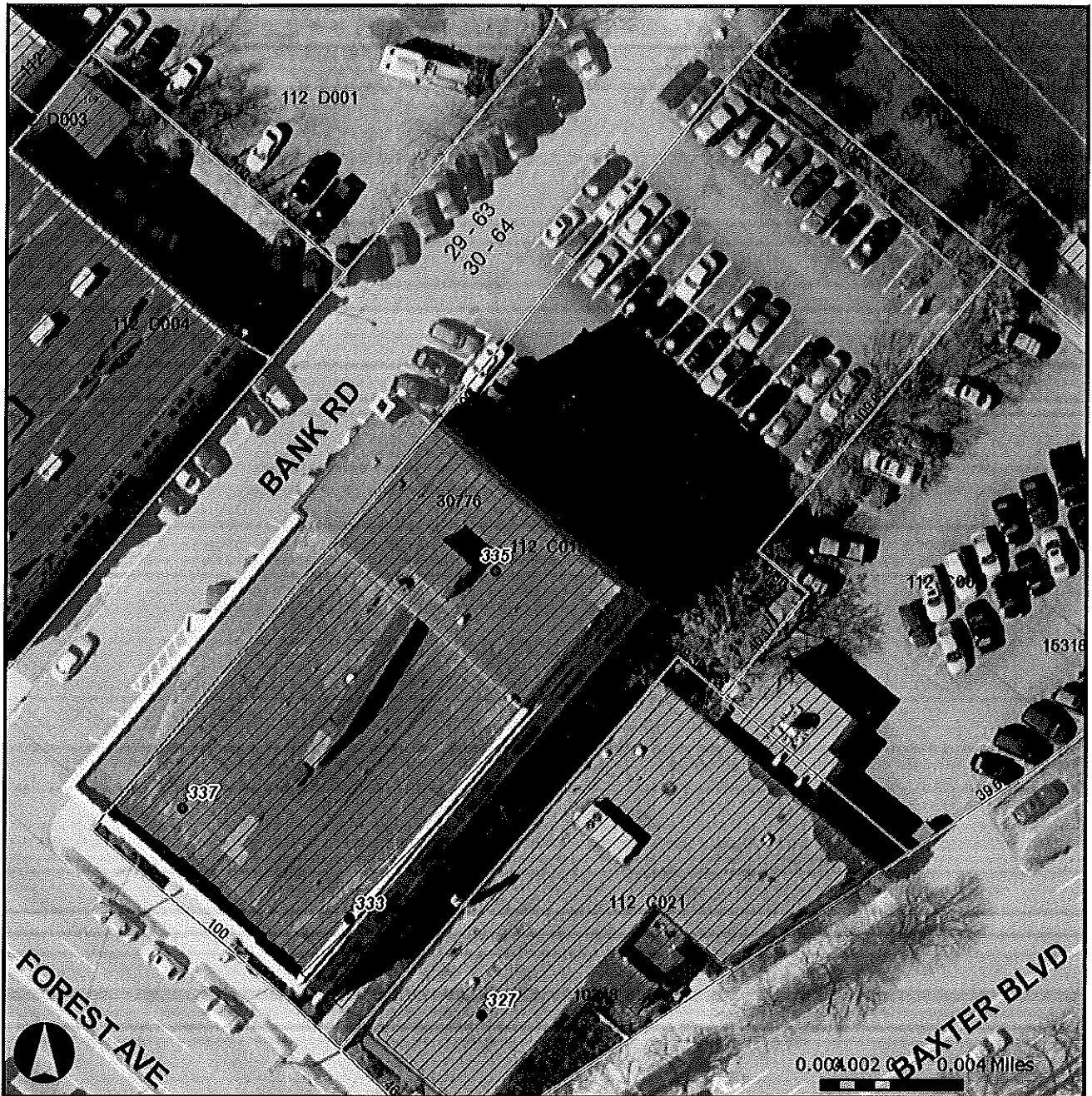
888-468

DEER FIELD ROAD

Little League Baseball Field



# Map



<b>Interstate</b> □	<b>Stream</b> —	<b>County Streets</b> ---	<b>ME Towns</b> □ Land
<b>Streets</b> —	<b>Wetland</b> □swamp	—A15	□ Water Body
<b>Buildings</b> ▣ Building ▣ Out Building	<b>Lake/Pond</b> □ □ under_road	—A21	<b>Ocean</b> □
<b>Parcels</b> □	□ waterbody	—A31	
		<b>Photos 2006 (Islands)</b> ■ Red:Band_1 ■ Green:Band_2	

**Ann Machado - Re: 335 Forest Avenue**

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**From:** Ryan Keith <nehomeinspect@gmail.com>  
**To:** Ann Machado <AMACHADO@portlandmaine.gov>  
**Date:** 1/6/2012 7:51 AM  
**Subject:** Re: 335 Forest Avenue

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Good Morning Ann,

We have contacted a Tittle attorney and they are doing a tittle search on the discontinued streets to see if we can get the parking taken care of before moving forward. What I'll do is as soon as they get back with there findings I'll get in touch with you to set up a meeting for the next step.

thanks again Ann,

Ryan

On Thu, Jan 5, 2012 at 3:10 PM, Ann Machado <[AMACHADO@portlandmaine.gov](mailto:AMACHADO@portlandmaine.gov)> wrote:

Ryan -

I'm just checking with you to make sure that you are not trying to go forward with the two appeals for Thursday, January 19, 2012. Until the required parking spaces issue is resolved, it does not make sense to move forward.

I assume you got my voice mail the week before Christmas about the ownership of Bank Road & Fenwick Road. Just because a street is discontinued, the abutter does not automatically get ownership to the centerline. The owners lawyer needs to do an analysis of the ownership.

Ann

## Ann Machado - Re: Fwd: Fenwick Road Lease

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**From:** John Peverada  
**To:** Ann Machado  
**Date:** 2/1/2012 5:33 PM  
**Subject:** Re: Fwd: Fenwick Road Lease  
**Attachments:** 00941\_002\_\_001.PDF

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Ann,

FYI

John

>>> William Clark 2/1/2012 3:57 PM >>>  
Hi John,

Here is what I have.

Fenwick Rd and Bank Rd were discontinued as city streets on 4-1-1991.

Fenwick Rd was discontinued with a "subject to the retention of a public easement by the City for access to Barrows Park and a location for any public utility facilities necessary to provide service".

The City then leased (for 50 years) a portion of Fenwick Rd and Bank Rd to Portland Venture Partners on 1-09-1992. It is described in the Lease Agreement you sent me.

Corporation Counsel will have any info as to if the 50 year lease has been terminated.

The lease area is also shown on the attached plan from the vault.

As for ownership of the former streets as discontinued it will take much more research.

I hope this helps.

Bill Clark

>>> John Peverada January 26, 2012 5:09 PM >>>  
Bill,

Please see the attached.

Thanks again  
John

>>> Lori Paulette 1/26/2012 9:41 AM >>>  
Hi John - Ann had a client come in asking about using parking on Fenwick Road at the back of Bank Street.

The first attachment to this email is a 50-year lease with PVP, and the second attachment is a map I had done in November 2010 highlighting owners in the area. Apparently, the client's interest is for the property that I had highlighted as Bayview Court LLC. They want to add more residential and need more parking.

Can you contact Ann (8709) about this?

Thanks...Lori

PVP.LSE.KOS.2  
01.03.92

LEASE AGREEMENT BY AND BETWEEN  
CITY OF PORTLAND  
AND  
PORTLAND VENTURE PARTNERS

This Lease Agreement is made this 9/11 day of January, 1992, by and between the CITY OF PORTLAND, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter "CITY") and PORTLAND VENTURE PARTNERS, a Maine Partnership, located in the County of Cumberland, State of Maine (hereinafter "PVP").

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, CITY and PVP hereby agree as follows:

Section 1. Granting of Leasehold

CITY does hereby lease and let to PVP, and PVP does hereby lease of and from CITY, upon the terms and conditions set forth herein, the following Premises situated, lying and being in the City of Portland, County of Cumberland, State of Maine described in Exhibit A, attached hereto and incorporated by reference herein.

Section 2. Term

The Term of this Lease Agreement shall be fifty (50) years beginning on the date of execution hereof and ending on the same date fifty (50) years thereafter, unless sooner terminated by CITY or PVP.

Section 3. Rent

(a) PVP covenants and agrees to pay CITY for use of the Premises without offset or deduction and without previous demand therefor, the sum of One Thousand Dollars (\$1,000.00) per year. Said yearly sum shall be due and payable as of the first day of each year of the term.

LEASE AGREEMENT BY AND BETWEEN  
CITY OF PORTLAND  
AND  
PORTLAND VENTURE PARTNERS

This Lease Agreement is made this 9/14 day of January, 1992, by and between the CITY OF PORTLAND, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter "CITY") and PORTLAND VENTURE PARTNERS, a Maine Partnership, located in the County of Cumberland, State of Maine (hereinafter "PVP").

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, CITY and PVP hereby agree as follows:

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**Section 7. Repairs and Maintenance**

(a) At its sole expense, PVP shall keep the Premises in good order and repair during the entire term.

(b) PVP shall be responsible for snow plowing and snow removal from the Premises.

**Section 8. Insurance, Indemnity**

(a) PVP shall obtain and maintain throughout the term of this Lease Agreement at its sole cost and expense, Public Liability Insurance in the amount of not less than Three Hundred Thousand Dollars (\$300,000) Combined Single Limit, or such other amount as may be set forth as the limit of municipal liability by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as it may be amended from time to time.

(b) To the fullest extent permitted by law, PVP shall, at its own expense, defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses or judgments, just or unjust, including reasonable attorney's fees, arising from property damage or personal injury to anyone resulting from the use of the Premises due to any act or omission of PVP, its officers, employees, agents, servants, tenants or persons in privity with PVP. PVP shall, at its own cost and expense defend any and all suits or actions, just or unjust which may be brought against the CITY or which the CITY may be impleaded with others upon any such above-mentioned matter claim or claims, including claims of contractors, employees, laborers, materialmen and supplies. CITY shall have the right to participate in such suits or actions in its sole discretion and at its own expense and such suit or action shall be settled without prior consent of the CITY. The extent of this provision shall not be limited by any requirement of insurance contained herein. This obligation of indemnity and defense shall not be construed to negate or abridge any other right to indemnification or contribution running to the CITY which would otherwise exist.

**Section 9. Subletting and Assignment**

PVP shall not sublet the Premises or assign this Lease Agreement or the Premises without the prior written approval of the City of Portland.



**Section 10. Default by PVP**

(a) If PVP causes or permits the Premises to be used or operated in violation of this Lease Agreement, this Lease Agreement shall immediately and without notice be null and void and the Premises shall revert to the possession of CITY or its successor in interest.

(b) Events of Default

PVP shall be in default hereunder if any of the following events occur during the term:

1. PVP fails to pay any amount or installment of rent or other sum specified herein;
2. PVP fails to observe or perform any covenant, agreement or obligation of this Lease Agreement;
3. There shall occur the dissolution of PVP or PVP shall file any petition or institute any proceedings under the United States Bankruptcy Code, as it may be amended from time to time, or any state or federal act dealing with or relating to the subject of bankruptcy or insolvency as it may be amended from time to time; or any involuntary petition in bankruptcy is filed against PVP and the same is not discharged or stayed within thirty (30) days from such filing or any other petition or proceedings of a similar kind; or a receiver of the assets of PVP shall be appointed by any court except a receiver appointed at the request of CITY; or PVP shall make any assignment general or otherwise, for the benefit of PVP's creditors, except for the extent such assignment is to CITY.
4. PVP shall substantially abandon or vacate Premises.

(c) Remedy for Default

1. If PVP is in default under Section 10(b) of this Lease Agreement, CITY shall give reasonable notice of said default and a reasonable opportunity to cure.
2. In the event PVP fails or refuses to cure said default within a reasonable time of said notice, CITY may proceed to cure PVP's default immediately. CITY may thereafter deliver receipts and records reflecting the costs of cure, which costs shall constitute additional rent. PVP shall pay said additional rent within sixty

(60) days of receipt of said bill if said steps and costs of cure are reasonable.

3. In the event PVP fails or refuses to cure such default within a reasonable time of said notice, CITY may take whatever action at law or in equity, may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of PVP under this Lease Agreement.

4. General Provision

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expeditious, and the exercise of any one right or remedy shall not impair the right of CITY to any or all of the remedies.

#### Section 11. Termination and Expiration of Term

As of termination of PVP's tenancy for any reason or expiration of PVP's tenancy, the Premises in its entirety including the improvements thereon shall immediately vest as property of CITY or any lawful successor of CITY.

#### Section 12. Notices

Every notice, demand, request, approval, consent, or other communication authorized or required by this Lease Agreement shall be in writing and shall be deemed to have been properly given when delivered in hand or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to CITY, to the attention of the City Manager, City of Portland, 389 Congress Street, Portland, ME 04101, with copy to Director of Economic Development;

If to PVP, Richard McGoldrick and Michael F. Mastronardi, 100 Silver Street, Portland, ME 04101 or such other persons or addresses as such party may designate by notice given from time to time in accordance with this Section 12. The rent payable by PVP hereunder shall be paid to CITY at the same place where a notice to CITY is herein required to be directed.

Section 13. Governing Law

This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine.

Section 14. No Merger

The fee title of the Premises, and the leasehold estate granted by this Lease Agreement shall not merge, but shall always remain separate and distinct notwithstanding the union of said estates either in PVP or in a third party by purchase or otherwise.

Section 15. Partial Invalidity

If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 16. Short Form Lease

The parties shall at any time, at the request of either one, or any mortgagee, promptly execute an instrument, or instruments, in recordable form, which constitutes a short form of Lease setting forth a description of the Premises, the Term, and any other portions thereof, excepting the rental provisions, as either party may request or as may be required by any applicable law, ordinance, or governmental rule or regulation.

Section 17. Entire Agreement

This Lease Agreement (including exhibits hereto) expresses the entire understanding and all agreements of CITY and PVP with each other, and neither CITY nor PVP has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Lease Agreement (including the exhibits hereto). This Lease Agreement (including the exhibits hereto) may be modified only by an agreement in writing signed by CITY and PVP.

Section 18. Parties

Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease Agreement shall bind and inure to the benefit of CITY and PVP and their respective successors and assigns.

Section 19. Waivers

Failure of CITY or PVP to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by CITY or PVP at any time, express or implied, of any breach of any provision of this Lease Agreement shall be deemed a waiver or a breach of any other provision of this Lease Agreement or a consent to any subsequent breach of the same or any other provision.

Section 20. Right to Enter, Inspect and Repair

CITY by its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right but not the duty to enter upon and in the Premises without charge for the following purposes:

(a) Inspection. To inspect the Premises to determine whether PVP has complied and is complying with the terms and conditions of this Lease Agreement.

(b) Maintenance. To perform maintenance and make repairs in any case where PVP has failed to carry out its obligation to do so. In that event, PVP shall promptly upon demand reimburse CITY for the reasonable cost of CITY's performing PVP's maintenance or repair obligation as Additional Rental.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Lease Agreement to be signed in its corporate name and sealed with its corporate seal by Robert B. Ganley, its City Manager, thereunto duly authorized, and PORTLAND VENTURE PARTNERS, has caused this Lease Agreement to be signed by Richard McGoldrick and Michael F. Mastronardi, its General Partners,

PVP.LSE.KOS.2  
01.03.92

thereunto duly authorized, as of the day and date first set forth above.

CITY OF PORTLAND

WITNESS:

Virginia S. Kane

By:

Robert B. Ganley  
Robert B. Ganley  
Its City Manager

STATE OF MAINE  
CUMBERLAND, ss.

Dated:

Personally appeared the above-named Robert B. Ganley, City Manager of said City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,

Virginia S. Kane  
Notary Public/Attorney at Law  
VIRGINIA S. KANE  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES MAY 2, 1997

WITNESS:

Jane E. Plourde

By:

Richard McGoldrick  
Richard McGoldrick  
General Partner

STATE OF MAINE  
CUMBERLAND, ss.

Dated: 1/9/92

Personally appeared the above-named Richard McGoldrick, General Partner of Portland Venture Partners, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Portland Venture Partners

Before me,

Jane E. Plourde  
Notary Public/Attorney at Law

JANE E. PLOURDE  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES JULY 13, 1993

PVP.LSE.KOS.2  
01.03.92

WITNESS:

Jane E Plourde By:

~~PORTLAND VENTURE PARTNERS~~

Michael F. Mastronardi  
General Partner

STATE OF MAINE  
CUMBERLAND, ss.

Dated: 1/9/91

Personally appeared the above-named Michael F. Mastronardi, General Partner of Portland Venture Partners, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Portland Venture Partners

Before me,

Jane E Plourde  
Notary Public/Attorney at Law

JANE E. PLOURDE  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES JULY 13, 1993





OWEN HASKELL, INC.

H.I. and E.C. JORDAN SURVEYORS

8 Broadway • South Portland, Maine 04106 • 207/799-5694 • FAX 799-7607

- SURVEYING
- PERMITTING
- WETLANDS MAPPING

February 24, 1992

DEED DESCRIPTION  
PORTION OF FENWICK ROAD TO  
BE CONVEYED TO  
COMMERCIAL PROPERTIES, INC.

A certain lot or parcel of land, being approximately one half of a portion of Fenwick Road and a small portion of Bank (formerly Oakleigh) Road both now discontinued roads, in the City of Portland, County of Cumberland, State of Maine and further bounded and described as follows:

Beginning at the Southeast corner, on said discontinued Fenwick Road, of the lot conveyed by C.F. Associates to Stokes Brothers Investments by deed dated June 30, 1986 and recorded in Book 7249, Page 87. Said point of beginning is further located as distant from Forest Avenue, measured by the Northerly sideline of discontinued Fenwick Road, N-50°-15'-E, 150.01 feet to a point of curvature; Thence, by a curve to the Southeast having a radius of 99.25 feet a distance of 52.40 feet measured on the arc thereof, said curve having a chord bearing and distance of N-65°-22'-30"-E, 51.79 feet to the point of beginning of the land herein conveyed;

Thence, from said point of beginning and continuing by the Northerly sideline of said discontinued Fenwick Road, the adjoiner to the North being other land of the City of Portland, and still by said curve to the Southeast having a radius of 99.25 feet a distance of 55.72 feet measured on the arc thereof, said curve having a chord bearing and distance of S-83°-25'-E, 54.99 feet to a point of tangent;

Thence, continuing by said discontinued Fenwick Road and other land of the City of Portland on the following described courses and distances:

S-67°-20'-E, 77.60 feet to a point of curve;

Thence, by a curve to the Northeast having a radius of 139.27 feet a distance of 106.81 feet measured on the arc thereof, said curve having a chord bearing and distance of S-89°-18'-15"-E, 104.21 feet to a point;

Commercial Properties, Inc.  
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Thence, departing from the Northerly sideline of said discontinued Fenwick Road and running into the interior of said road S-01°-42'-W, 14.69 feet to a 6" X 8" wooden post being the most Westerly post in a row of said posts extending Easterly from it;

Thence, by said row of posts S-88°-18'-E, 44.81 feet to a point. This point does not reach the Easterly end of said row of posts.

Thence, through said discontinued Fenwick Road and a portion of discontinued Bank (Oakleigh) Road by a line which on its Southerly portion is one foot, more or less, Westerly of a chain link fence of a baseball field, S-03°-57'-E, 70.69 feet to a point one foot, more or less, from the fence post at the Southwest corner of said baseball field;

Thence, through said Bank Road N-47°-48'-W, 39.67 feet to a point on the line between said Bank Road and Fenwick Road;

Thence, by the approximate centerline of said Fenwick Road, the sidelines of said road not being parallel in this area, N-73°-50'-W, 138.92 feet to a point;

Thence, continuing by said centerline, the sidelines now being parallel, N-67°-20'-W, 77.60 feet to a point of curvature;

Thence, continuing by said centerline and by a curve to the Northwest having a radius of 74.89 feet a distance of 26.82 feet measured on the arc thereof, said curve having a chord bearing and distance of N-77°-35'-45"-W, 26.69 feet to a point;

Thence, through said discontinued Fenwick Road by the projection Southeasterly of the rear line of said Stokes Brothers Investments Property, N-39°-46'-W, 29.99 feet to the point of beginning.

Said above described courses are magnetic 1971.

Said above described lot contains 8,794 square feet.

Meaning and intending to convey and hereby convey a portion of Fenwick Road and a portion of Bank Road. Both roads were discontinued by order of the City Council passed April 1, 1991.



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The discontinuance of Fenwick Road is subject to the retention of a public easement by the City of Portland. "Said easement shall provide access to Barrows Park and a location for any public utility facilities necessary to provide service".

Louis T. Maguire, PLS

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

2/14/92

**PRODUCER**  
 Morse, Sawyer & Maves  
 100 Middle Plaza  
 P.O. Box 405 DTB  
 Portland, ME 04112

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

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER	<b>A</b>	Continental Insurance Company
COMPANY LETTER	<b>B</b>	
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

**INSURED**  
 Richard J. McGoldrick and  
 Michael Mastronardi dba  
 Portland Venture Partners  
 c/o Commercial Properties  
 100 Silver Street, Portland ME

### COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLY EFFECTIVE DATE (MM/DD/YY)	POLY EXPIRY DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE	\$ 2000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMPOPS AGGREGATE	\$ 2000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 1000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 1000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	<b>AUTOMOBILE LIABILITY</b>				COL	\$
	<input type="checkbox"/> ANY AUTO				EDLY LIABILITY PER PERSON	\$
	<input type="checkbox"/> ALL OWNED AUTOS				SOULS LIABILITY PER PERSON	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The City of Portland is hereby added as an Additional Insured as respects a parking lot leased by Portland Venture Partners and located at the rear portion of Congress Road, Portland, ME as depicted on a survey of Eben Haskell, Inc. dated 2/14/92.

### CERTIFICATE HOLDER

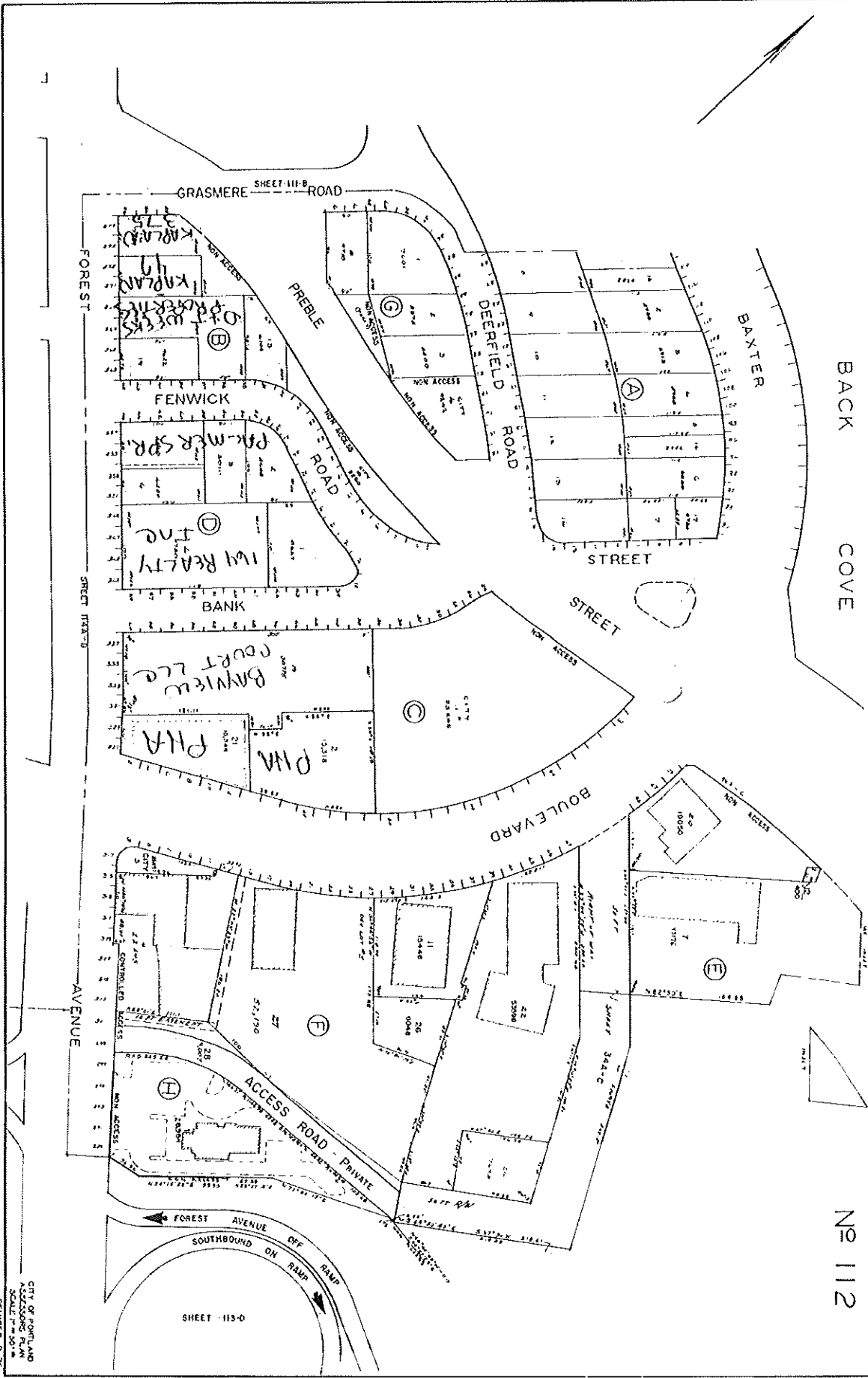
City of Portland  
 City Hall  
 337 Congress Street  
 Portland, ME

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Daniel G. Hall*



BACK COVE

NO 112

CITY OF PORTLAND  
 ACCESSORY PLAN  
 SCALE 1" = 50' ±  
 REVISION 2-76

SHEET 113-0

SHEET 111-B



Assessor's Office | 369 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City Home Departments City Council E-Services Calendar Jobs

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

**CBL** 112 D004001  
**Land Use Type** WHOLESALE  
**Property Location** 343 FOREST AVE  
**Owner Information** 164 REALTY INC  
 100 SILVER ST  
 PORTLAND ME 04101  
**Book and Page**  
**Legal Description** 112-D-4  
 FOREST AVE 343  
 BANK RD  
 17500 SF  
**Acres** 0.402

**Current Assessed Valuation:**

browse city services a-z

browse facts and links a-z

**TAX ACCT NO.** 15986 **OWNER OF RECORD AS OF APRIL 2011**  
 164 REALTY INC  
**LAND VALUE** \$223,400.00 100 SILVER ST  
**BUILDING VALUE** \$2,000,100.00 PORTLAND ME 04101  
**NET TAXABLE - REAL ESTATE** \$2,223,500.00  
**TAX AMOUNT** \$40,645.58

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.



Best viewed at 800x600, with Internet Explorer

**Building Information:**

**Building 1**  
**Year Built** 1916  
**Style/Structure Type** OFFICE BUILDING - LOW-RISE  
**# Units** 1  
**Building Num/Name** 1 - COMMUNITY COUNSEL CTR  
**Square Feet** 24892

[View Sketch](#)

[View Map](#)

[View Picture](#)



**Exterior/Interior Information:**

**Building 1**  
**Levels** B1/B1  
**Size** 1672  
**Use** SUPPORT AREA  
**Height** 10  
**Heating** NONE  
**A/C** NONE

**Building 1**  
**Levels** 01/01  
**Size** 1672  
**Use** MULTI-USE OFFICE  
**Height** 13  
**Walls** BRICK/STONE  
**Heating** HOT AIR  
**A/C** CENTRAL

**Building 1**  
**Levels** 01/01  
**Size** 780  
**Use** MULTI-USE OFFICE  
**Height** 13  
**Walls** BRICK/STONE  
**Heating** HOT AIR  
**A/C** CENTRAL

**Building 1**  
**Levels** 01/01  
**Size** 9158  
**Use** MULTI-USE OFFICE  
**Height** 13  
**Walls** BRICK/STONE

**Variance Appeal:**

331-337 Forest Avenue, Bayview Court Associates, owner, Tax Map 112, Block C, Lot 019, B-2 Community Business Zone: The applicant is seeking a variance for the off street parking requirement of one parking space per dwelling unit in the B-2 zone [14-332(a)(4)]. Currently there are seventy residential units in the building, and the applicant is proposing to add three more for a total of seventy-three residential units. With the change of use, seventy-three parking spaces are required. There are parking spaces on the property. The appellant is asking for a reduction in the required number of off street parking spaces from seventy-three to . Representing the appeal is Ryan Keith from Slocum Custom Builders.

EXPIRED



# PORTLAND MAINE

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

## Receipts Details:

**Tender Information:** Check , Check Number: 70579

**Tender Amount:** 100.00

## Receipt Header:

**Cashier Id:** amachado

**Receipt Date:** 12/20/2011

**Receipt Number:** 14096

## Receipt Details:

Referance ID:	1423	Fee Type:	PZ-Z1
Receipt Number:	0	Payment Date:	
Transaction Amount:	100.00	Charge Amount:	100.00
Job ID: Project ID: 2011-404 -			
Additional Comments:			

Thank You for your Payment!