

170-B-5

904 Washington Ave

Women's Literacy

CITY OF PORTLAND, MAINE
PLANNING BOARD

Jaimey Caron, Chair
Deborah Krichels, Vice Chair
Kenneth M. Cole III
Cyrus Y. Hagge
Erin Rodriguez
Mark Malone
Orlando E. Delogu

January 9, 2002

Ms. Mary Black Kibbee
Woman's Literary Union
750 Stevens
Portland, ME 04103

Re: 904 Washington Avenue
(Job #138, CBL #170-B-005)

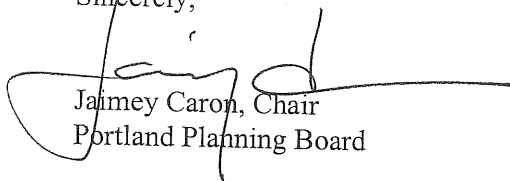
Dear Ms. Kibbee:

On January 8, 2002 the Portland Planning Board voted 5-0 (Cole absent) to approve your application for a private club located at 904 Washington Avenue. The Board found that the application met the standards of the Conditional Use ordinance of the Land Use code.

The approval is based on the submitted site plan and the findings related to conditional use standards as contained in Planning Report #2-02, which is attached.

If there are any questions, please contact the Planning Staff.

Sincerely,


Jaimey Caron, Chair
Portland Planning Board

cc: Alexander Jaegerman, Chief Planner
Sarah Hopkins, Development Review Program Manager
✓ Kandice Talbot, Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Jodine Adams, Inspections
William Bray, Director of Public Works
Larry Ash, Traffic Engineer
Tony Lombardo, Project Engineer
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lee Urban, Director of Economic Development
Lt. Gaylen McDougall, Fire Prevention
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File
Correspondence File

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Lt. Gaylen McDougall, Fire Prevention
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File
Correspondence File

- ii. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area; and

It does not appear that there will be any adverse impacts with the proposed project.

- iii. Such impact differs substantially from the impact, which would normally occur from such a use in that zone.

The impacts of this site are similar as those normally expected from such a use in this zone.

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information provided in Planning Board Report #2-02 relevant to standards for conditional use review, the Board finds:

- i. That the plan ^{is} is not in conformance with the Conditional Use Standards of the Land Use Code.

Attachments:

1. Applicant's Submittal
2. Board of Appeal's Approval
3. Zoning Administrator's Memo dated January 3, 2002
4. Section 14-118(b)
5. Section 14-474(2)

50 Cole absent

PLANNING BOARD REPORT #2-02

**PRIVATE CLUB/ORGANIZATION
VICINITY OF 904 WASHINGTON AVENUE
CONDITIONAL USE REVIEW
THE WOMAN'S LITERARY UNION, APPLICANT**

Submitted to:

Portland Planning Board
Portland, Maine

January 8, 2002

I. INTRODUCTION

The Woman’s Literary Union has requested conditional use approval for a change of use from a residential unit to a private club located at 904 Washington Avenue. The building will consist of office space, meeting room and storage space for The Woman’s Literary Union. The site is approximately 8,110 sq. ft. and is zoned R-5. 904 Washington Avenue is located across the street from Andover College. This development would be reviewed for conditional use as an institutional use in the R-5 zone.

Notice of this public hearing consisted of 125 notices sent to the area property owners. A legal ad appeared in the *Portland Press Herald* on December 31, 2001 and January 1, 2002.

II. FINDINGS

Zoning:	R-5
Land Area:	8,110 acres
Number of Parking Spaces:	3 spaces

III. STAFF REVIEW

The proposal has been reviewed for compliance with the R-5 Residential Zone and Conditional Use Standards of the Land Use Code. The Board of Appeals granted a Practical Difficulty Variance on November 29, 2001 under §14-118 (dimensional requirements) of the Portland Zoning Ordinance to allow a reduction in lot size for the private club. The Board of Appeals granted the appeal (see Attachment 2) with the following conditions:

1. That no more than 20 people (including staff) may be present at one time;
2. Operating hours are from 7:00 a.m. to 6:00 p.m.; and
3. A satisfactory plan as to parking will be submitted for approval to the Planning Authority.

The Zoning Administrator requested a breakdown of usage within the building for the private club. The applicant has submitted a breakdown of usage, which is included as Attachment 1j. The applicant has also stated that they would use the private club for four hours each day to conduct office business and for an occasional art class. All other club functions would be conducted at rented facilities and not located at this site. Based on this usage, the Zoning Administrator has determined that the normal use of this property will be for office use and has determined that the use would require 3 parking spaces. Based on that requirement, the existing driveway could accommodate 3 parking spaces. The Zoning Administrator’s memo is included as Attachment 3.

IV. CONDITIONAL USE REVIEW

1. The following standards apply for review of an institutional expansion in the R-5 zone.

Section 14-118(b)

- i. In the case of expansion of existing such uses onto land other than the lot on which the principal use is located, it shall be demonstrated that the proposed use cannot be reasonably be accommodated on the existing site through more efficient utilization of land or buildings, and will not cause significant physical encroachment into established areas; and

The Woman's Literary Union's business will be held within the existing building.

- ii. The proposed use will not cause significant displacement or conversion of any residential uses as of June 1, 1983 or thereafter; and

Over the past few years, the property owner has been actively marketing the site as a residential unit and also renting the unit out. The home has been shown to a number of potential buyers, but there has been no interest. Although the owner has been renting the unit out, there have been some significant repairs resulting because of tenants and he would like to sell the building. While the conversion would displace a residential unit, the lot was divided in 1996 and six condominium units were created on the lot, which resulted in a net gain of residential units.

- iii. In the case of a use or use expansion, which constitutes a combination of an above-listed use with capacity for concurrent operations, the applicable minimum lot sizes shall be cumulative.

The Board of Appeals granted a Practical Difficulty Variance under §14-118 (dimensional requirements) to allow a reduction in lot size.

2. The following standards apply for all conditional uses:

Section 14-474(2)

- i. There are unique or distinctive characteristics or effects associated with the proposed conditional use.

There are no known unique or distinctive characteristics associated with the proposed use.

AH. 1

To: The Portland Planning Board
From: Woman's Literary Union
Re: 904 Washington Ave., Portland

The Woman's Literary Union is seeking a conditional use variance in the R-5 zone under The Code of Ordinances section 14-118. The use would be a private club. The W.L.U. currently has the property under contract and this variance is the only contingency left before purchase. The club has already received a practical difficulty variance from the Board of Appeals regarding lot size.

Regarding the various standards for granting a conditional use, the W.L.U appears to meet each one:

-There are unique or distinctive characteristics or effects associated with the proposed conditional use.

No, the W.L.U has a very low impact use (it is already limited to daytime use and limited to the number of people on premises through their practical use variance). It is not seeking to alter the structure in any way.

-There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area.

No, lesser impact than a residential usage.

-Such impact differs substantially from the impact which would normally occur from such use in that zone

No, again, this is a very limited usage and would differ from a residential use only in that it has a lesser impact.

-In the case of expansion of existing such uses...

The W.L.U does not seek to expand this structure at all.

-The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, thereafter.

While the W.L.U. is replacing a residential use, it is not doing so significantly for the following reasons: 1. They will not be altering the existing structure in any way that would prevent the property from reverting to a residential use in the future. 2. The property has proven to be unmarketable as a residential property. 3. This structure existed on a lot as a single dwelling unit since the early 1900's. Subsequently, this lot was divided and six condominium units were created, a net gain of residential uses.

In the case of use or expansion which constitutes a combination of uses...

The W.L.U only proposes the use of the property as a small office/clubhouse as a private club.

Following this cover sheet you will find:

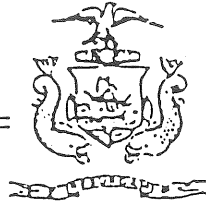
- The Conditional use application.
- A letter from Mary Black Kibbee, Vice President of W.L.U., outlining the history and operation of the organization as well as a description of the usage of this property.
- A letter from the current owner of the property, Michael Jacobson, Empire Development, describing his ownership and his difficulty selling the property as a residence.
- A copy of the purchase/sale agreement between the two parties.
- An existing conditions plan/sketch.

Also enclosed is a \$100 check for application fee.

1a

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



CONDITIONAL USE APPEAL APPLICATION

Applicant's name and address: Women's Literary Union

Applicant's interest in property (e.g., owner, purchaser, etc.):
purchaser

Owner's name and address (If different): Michael Jacobson / King
Weinstein

Address, of property and Assessor's chart, block and lot number:
904 Washington Ave., Portland, chart: 170, block B, lot: 5
zone: R-5 Present use: Residential

Type of conditional use proposed: private club

Conditional use authorized by: section 14- 118

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

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

Date: 11/27/01

Mary Black Fiblee
Signature of Applicant
for Women's Literary Union

WOMAN'S LITERARY UNION
1889----2001

1b

IN 1889 THE WOMAN'S LITERARY UNION WAS FOUNDED AND WE ESTABLISH A CLUB HOUSE ON SPRING ST. IN 1971 WE WERE FORCED TO SELL OUR PROPERTY OR HAVE IT TAKEN BY EMINENT DOMAIN BY THE CITY OF PORTLAND . AT THAT TIME THE CITY WAS INVOLVED IN URBAN RENEWAL AND THE CITY WAS GROWING.

IN MAY OF 1971 WE WERE FORTUNATE ENOUGH TO FIND A BUYER .WE SOLD OUR PROPERTY TO THE HOLIDAY INN. AFTER 82 YEARS WE WERE FORCED TO LEAVE OUR BELOVED CLUB HOUSE. THE TASK FORCE OF 1971 FACED THE SAME PROBLEM OF FINDING A CLUB HOUSE AS WE FACE TODAY .A HOUSE PROPERLY ZONED AT A PRICE WE CAN AFFORDNOT BEING ABLE TO FIND SUCH A HOUSE TO BUY THE TASK FORCE MADE THE DECISION TO RENT.

WE RENTED A SMALL HOUSE ON THE WESTBROOK COLLEGE CAMPUS .WE HAVE BEEN THERE FOR 30 YEARS . ABOUT 5 YEARS AGO THE UNIVERSITY OF NEW ENGLAND ACQUIRED WESTBROOK COLLEGE AND JUST LIKE THE CITY OF PORTLAND THEY NOW WANT TO GROW AND THEY HAVE ASKED US TO LEAVE OUR CLUB HOUSE AS SOON AS POSSIBLE.

THE SAME PROBLEM OF FINDING A SUITABLE HOUSE IN THE RIGHT ZONE IN 2001 IS THE SAME PROBLEM WE HAD IN 1971..... THE LIMITED AMOUNT OF PROPERTY IN R5 OR R6 ZONE DESIGNATED FOR A CLUB..

WE USE OUR CLUB HOUSE FOR FOUR HOURS EACH DAY TO CONDUCT OUR ROUTINE BUSINESS AND FOR ONE CLASS A WEEK FOR 2 HOURS. THE REMAINDER OF OUR CLASSES ARE AT OTHER FACILITIES THE LARGE WEEKLY BRIDGE GAMES ARE AT THE ALLEN AVE CHURCH OUR SCHOLARSHIP FUND RAISERS ARE HELD AT WOODFORD'S CHURCH AND OUR SMALL CLASSES ARE AT DEERING PAVILION OR AT TIMES ON THE CAMPUS OF UNIV. NEW ENGLAND .

1 .904 WASHINGTON AVE IS ACROSS THE STREET FROM ANDOVER COLLEGE AND NEXT DOOR TO A CONDOMINIUM COMPLEX .WE HAVE BEEN TOLD, DEPENDING ON OUR SCHEDULES , WE WILL BE ABLE TO RENT CLASS ROOMS AS NEEDED FROM ANDOVER COLLEGE. WE WOULD BE MUCH BETTER NEIGHBORS TO THE CONDOMINIUM NEIGHBORS THAN A FAMILY WITH SMALL CHILDREN AS THEIR DRIVEWAY ABUTS THIS PROPERTY. IF THIS BECAME RENTAL PROPERTY COLLEGE STUDENTS WOULD BE THE MOST LIKELY TENANTS. BOTH WOULD HAVE A FAR GREATER IMPACT ON TRAFFIC AND THE NEIGHBORHOOD THAN W L U .

WE USE THE CLUBHOUSE /OFFICE 4 HOURS A DAY 5 DAYS A WEEK . WE HAVE ONE ART CLASS A WEEK FOR 2 HOURS EACH MONDAY FROM SEPTEMBER TO JUNE . ALL CLASSES ARE CLOSED IN JUNE AND THE OFFICE IS CLOSED FROM JUNE TO SEPTEMBER . ONLY ONE PERSON A DAY WOULD GO THERE TO PICK UP AND ANSWER THE MAIL DURING THE

WOMAN'S LITERARY UNION
1889----2001

1c

SUMMER MONTHS. THIS WOULD MOST CERTAINLY BE AN ASSET TO AN ALREADY BUSY STREET.

.2. WE WOULD HAVE A VERY LOW IMPACT ON THE TRAFFIC ON WASHINGTON AVE. . THE TWO FAMILY HOUSE ON ONE SIDE AND THE CONDOMINIUMS ON THE OTHER SIDE WOULD HAVE VERY QUIET NEIGHBORS IN W L U .

3 . WE WANT THIS PROPERTY BECAUSE IT IS IN THE PROPER ZONE ,ON A BUS LINE , ACROSS THE STREET FROM THE COLLEGE AND IT IS A SMALL HOUSE THAT WILL HOUSE OUR OFFICE AND THE ANTIQUES WE SAVED FROM SPRING ST.CLUBHOUSE HOUSE.

4. WE HAVE LOOKED HARD AND LONG FOR JUST SUCH A PROPERTY AS THIS . FINDING A SMALL HOUSE IN A R5 OR A R6 ZONE WITH THE AMOUNT OF LAND REQUIRED FOR A CLUB IS ALMOST IMPOSSIBLE TO FIND IN THE CITY OF PORTLAND AS A ' CLUB' W L U IS UNIQUELY DIFFERENT THAN MOST CLUBS IN THAT WE DO NOT EVER HAVE OUR FULL MEMBERSHIP GATHERED IN THE CLUB HOUSE. WE HAVE 400 MEMBERS WITH VARIED INTEREST GATHERING AT MUCH LARGER LOCATION WHICH WE RENT.

.WE ARE A VERY WELL ESTABLISHED WOMAN'S TEACHING CLUB ESTABLISHED IN 1889 ON SPRING ST. IN THE CITY OF PORTLAND. OUR MEMBERSHIP OF 400 MEMBERS IS MADE UP OF MOSTLY RETIRED BUSINESS WOMAN AND TEACHERS FROM THE GREATER PORTLAND AREA.

.WE HAVE THREE FUND RAISERS A YEAR TO GIVE THREE PORTLAND STUDENT \$2000.00 EACH. WE DONATE HATS TO THE HOSPITAL FOR CANCER PATIENTS , WE GIVE CHILDREN'S MITTEN TO THE ALLEN AVE, CHURCH AND A HARVEST TABLE OF FOOD DONATED BY OUR MEMBERS TO A FOOD KITCHEN.

WE ARE THE OLDEST WOMAN'S CLUB IN MAINE AND WE WANT TO STAY AND GROW IN OUR OWN HOUSE WITHOUT THE THREAT OF ANOTHER LANDLORD OR THE CITY FORCING US TO MOVE.

WE APPEAL TO YOU TO GRANT US A VARIANCE OF THE ZONING ON THE PROPERTY AT 904 WASHINGTON AVE. PORTLAND,ME..

SUBMITTED BY ON 10-29 2001
MARY BLACK KIBBBEE ; VICE PRESIDENT
ON BEHALF OF THE WOMAN'S LITERARY UNION

EMPIRE DEVELOPMENT LLCP.O. BOX W
Old Orchard Beach, Maine 04064Phone 207-934-7623
Fax 207-934-1366

November 13, 2001

Ms. Marge Schmuckal
City of Portland
Zoning Office

Sent Via fax: 874-8716

RE: 904 Washington Avenue

Dear Ms Schmuckal,

I am writing to inform the Zoning Board of our position with respect to our ownership of the above referenced property. My partner King Weinstein and I have owned this property for several years. When we purchased it, it had been for sale for at least two years. The previous owner had difficulty in selling this property as a residence. It only worked for us because we were able to develop 900 Washington Avenue Condominium.

We have tried to sell this home over the past two years. Even though we have spent a great deal of money refurbishing this home, it still has not appealed to anyone for a residence. The fact that there has been a shortage of good rental housing in the past has allowed us to rent this home. After the last batch of college students all but destroyed this building, we made the decision to again spend a great deal of money to redo this building one more time.

I and my partner together have been selling real estate for almost forty years combined, as well as built and developed numerous residential projects. It is because of this experience that I believe we are professionally qualified to tell you, that as a single family residence, this property no longer has a mass appeal. I believe that the traffic on Washington Avenue as well as the overall appeal of the (neighborhood) has greatly diminished the viability of this property as being a desirable single family home.

I personally have shown this building to over (30) Thirty potential home buyers, and not one of them has shown any serious interest. The people before you, clearly represent the Highest and Best Use for this property. We firmly believe that they are best suited to ensure that the integrity of this classic bungalow will be maintained and most definitely enhanced.

I respectfully ask that the board grant their request.

Sincerely,


Michael A. Jacobson

FROM :

PHONE NO. : 207 846 0576

Oct. 26 2001 10:49AM P1

le

PURCHASE AND SALE AGREEMENT

October 22 2001

<u>Oct. 26 2001</u>	Effective Date
The use of days in this agreement refers to calendar days from the effective date	

1. PARTIES: This Agreement is made this 22 day of Oct. 2001, between The Woman's Literary Union and Empire Development (hereinafter called "Buyer") of Portland, Maine (hereinafter called "Seller") of Portland, Maine.

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following described premises: a single family dwelling sited on an 11,200± square foot lot. situated in municipality of Portland County of Cumberland State of Maine located at 914 Washington Ave. Being (all part of) the property at the above address owned by Empire Development (hereinafter called "Seller") and described in deed recorded at said County's Registry of Deeds Book 14543, Page 229.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: no exceptions.

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost and in "as is" condition with no warranties: Stove, Refrigerator, Washer, Dryer

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICES 130,000 140,000 MBK
of which DEPOSITS 5,000
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$
will be paid by The balance due amount of BALANCE DUE \$ 125,000 MBK
is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Bay Properties Realty shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Friday Oct. 26, 2001 (date) 5:00 PM and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 30, 2001 (closing date) or before if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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

9. POSSESSION AND OCCUPANCY: Possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing unless otherwise agreed in writing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

Buyer(s) initials MBK Seller(s) Initials [Signature]
for
WLU

FROM :

PHONE NO. : 207 846 0576

Oct. 25 2021 10:49AM P2

IF

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises as is together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days	h. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. General Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Other Air Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Other Water Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

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

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____.

~~15. FINANCING: This Agreement is subject to Buyer obtaining an approved _____ mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.~~

- ~~a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.~~
- ~~b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.~~
- ~~c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.~~
- ~~d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.~~
- ~~e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.~~

NO FINANCE CONTINGENCY - CASH OFFER

WLU

FROM :

PHONE NO. : 207 846 8576

Oct. 26 2021 10:58AM P3

19

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:

The Michael Jacobson of King Real Estate represents Seller
Listing Agent Agency
The Will Honan of Bay Properties Realty represents buyer
Selling Agent Agency

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

17. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. DEFAULT: In the event of default by the Buyer, Seller shall retain the earnest money as liquidated damages as sole remedy. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. The escrow agent may require written releases from both Buyer and Seller prior to disbursing the earnest money to either Buyer or Seller.

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

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

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

22. ADDENDA: Lead Paint - Yes No ; Shoreland Zoning - Yes No ; Other - Yes No Explain: _____

23. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement.

24. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Buyer and Seller authorize their agents to receive a copy of the entire closing statement.

25. OTHER CONDITIONS: Contract subject to buyer being granted a variance from City of Portland, Zoning Board of Appeals to allow buyer's intended usage (private club or organization) in the R-5 Zone with less than the required lot size. Buyer will apply for variance for November 15th meeting of board. If variance is not granted, contract is null and void and earnest money will be returned to Buyer.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Mary Black Hills
BUYER
for
Woman's Literary Union
BUYER

SS# OR TAXPAYER ID#

SS# OR TAXPAYER ID#

Buyer(s) Initials MBK
for
WLU

Seller(s) Initials [Signature]

PHONE NO. : 207 846 0576

Oct. 28 2021 10:51AM P6

FROM :

lh

Buyer's Mailing address is 750 Stevens Ave. Portland, Maine 04103.

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer, it shall be distributed as follows: To Seller.

Signed this 28th day of October 2021

[Handwritten signature]
Buyer's Mailing address is _____

SSN OR TAXPAYER ID# _____

SSN OR TAXPAYER ID# _____

Offer reviewed and refused on _____

SELLER

SELLER

EXTENSION: The time for the performance of this Agreement is extended until January 15, 2002
BUYER Mary Black Kbler DATE 11-27-01 SELLER [Signature] DATE 11-28-01
BUYER for Women's Fitness Union DATE 11-27-01 SELLER [Signature] DATE _____

* All parties acknowledge that the members of Empire Development LLC are Licensed Maine Real Estate Brokers.

[Handwritten signature]



Maine Association of REALTORS/ Rev. 2000
All Rights Reserved.

msh
from
WLU

Page 4 of 6



Bay Properties Realty
40 Lafayette St
Yarmouth, ME 04096

ADDENDUM

Addendum to Purchase/Sale Contract between Woman's Literary Union
(Buyer)
and Empire Development, LLC (seller) with effective date of October 26, 2002
relative to real estate at 904 Washington Avenue, Portland, Maine

The undersigned parties to said contract further agree to:

-The performance of the contract is extended until January 15, 2002.

-Contract is further subject to buyer being granted a conditional use variance from City of Portland, Planning Board, to allow the buyer's intended use (private club). Buyer's appeal will be heard on or before January 8, 2002 meeting of the Planning board. If variance is not granted, contract is null and void and earnest money will be returned to buyer.

The herein addendum, upon execution by both parties hereto, is herewith made an integral part of the aforementioned Purchase/Sale Contract.

Purchaser	<u>Mary Beaudouin</u>	Date	<u>11-27-01</u>
Purchaser	<u>for Woman's Literary Union</u>	Date	_____
Seller	<u>[Signature]</u>	Date	<u>11-28-01</u>
Seller	<u>[Signature]</u>	Date	<u>1</u>

15

Breakdown of usage, 904 Washington Ave., Portland, Maine, CBL: 170-B-005

First Floor:

Kitchen: 216 +- sq.ft. to be occasionally used.

Office: 108+- sq.ft.. To house a desk, computer and phone. The main location of activity in the house.

Living Room: 726 +- sq.ft to be used to place furniture and to have small meetings and classes (limited to 20 people as per ZBA).

Bath: 72+- sq. ft.

Second Floor:

Front room: 280+- sq.ft. to be used for storage of furniture, books and supplies.

Rear room: 180 sq.ft. to be used for storage of furniture, books and supplies.

Hallway: 65+-sq.ft.

1st Floor 904 Washington Ave.

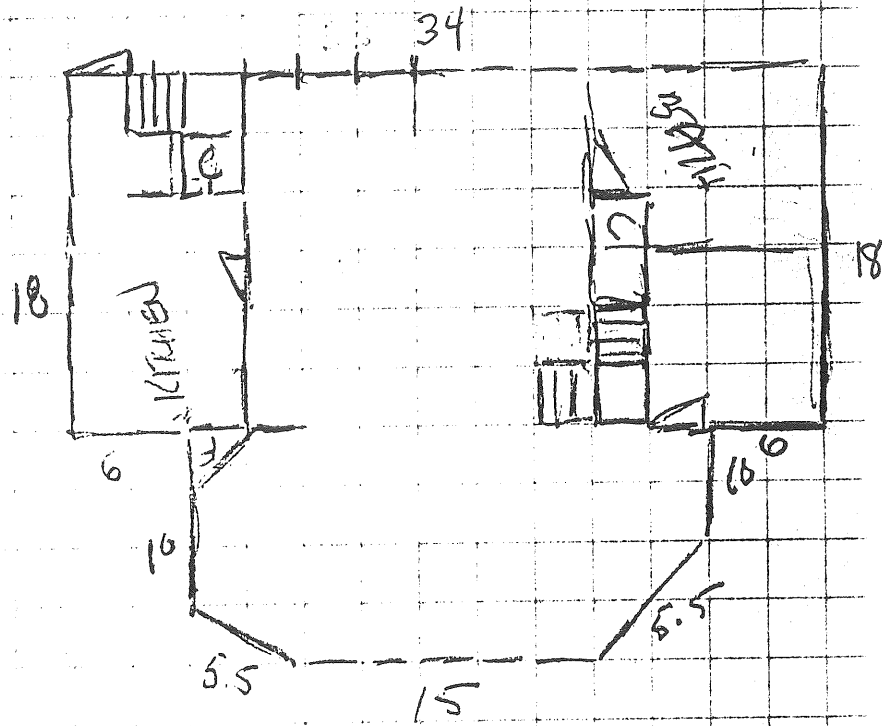
1K

KITCHEN 12X18

LIVING RM 33X22

OFFICE 12X9

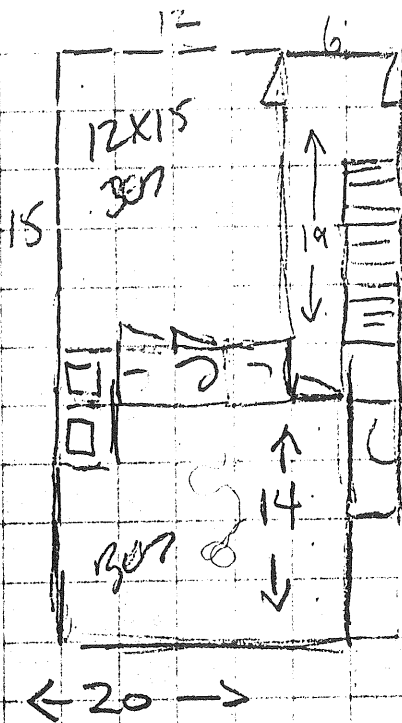
BATH 6X12



2nd Floor

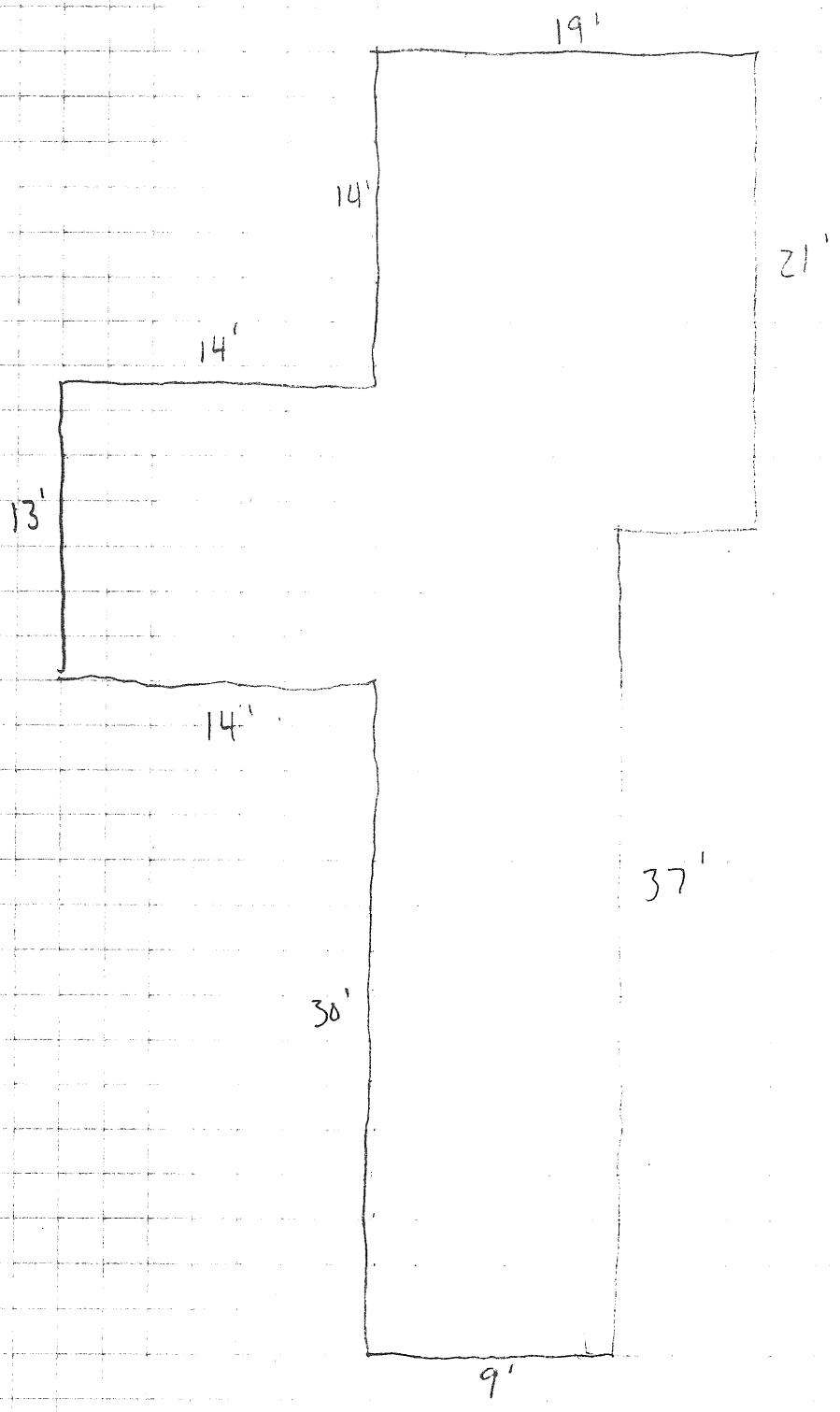
BED ROOM 12X15

BED ROOM 20X14



DRIVEWAY 904 Washington Ave.

IL



AH. 2

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

To: City Clerk
From: Marge Schmuckal, Zoning Officer
Date: November 29, 2001
RE: Action taken by the Zoning Board of Appeals on November 15, 2001.

Members Present: Lee Lowry, Joseph Lewis, Catherine Decker, Elizabeth Bordowitz and Julie Brady arrived at 7:30 p.m.
Members Absent: William Neleski

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, November 15, 2001 at 7:00 p.m. on the second floor in Room 209 at the Portland City Hall 389 Congress Street, Portland, Maine to hear the following appeals:

1. Unfinished Business:

A. Conditional Use Appeal

Spring Street West of 288 State Street, Tax Map #048, Block #C, Lot #008 in the R6 Zone is seeking a Conditional Use Appeal under section 14-137 (C) 5. The applicant is requesting to add 6 parking spaces to accommodate the parking requirements for site plan/change of use proposal at the Planning Board level. The requested parking would be for residents at 104-114 Grant Street, provided it is approved at the Planning Board level from a warehouse/salvage operation to 4 studio apartments. William Nemmers will be representing the applicant. The Board denied the appeal 5-0. Ms. Brady was not present for vote.

B. Tabled Conditional Use Appeal

Clara Allen of 36 Nevens Street, Tax Map #130, Block E, Lot #011 in the R-5 Zone is requesting a Conditional Use Appeal from section 14-118 of the Portland Zoning Ordinance to run a Daycare business consisting of up to 12 children in a 2 unit apartment building. Clara Allen is the applicant. The Board granted the appeal 6-0.

C. Practical Difficulty Variance

B.M.C. Rents, Inc. of 241-243 Spring Street, Tax Map #056, Block G, Lot #038 in the R-6 Zone is seeking a Practical Difficulty Variance under section 14-139 (b) 1, (minimum area per dwelling unit). This would be to convert a 4-unit apartment building into a 5-unit apartment building (potential 5th unit was a tavern). Thomas Jewell, Esq. will be representing the applicant. The Board agreed 6-0 on the determination that 243 Spring Street has already been determined to be a single family by the 1992 Zoning Board of Appeals meeting and the Variance was not necessary.

D. Tabled Miscellaneous Appeal

B.M.C. Rents, Inc. of 241-243 Spring Street, Tax Map #056, Block G, Lot #038 in the R-6 Zone is seeking a Miscellaneous Appeal under section 14-422 & 14-139 (dimensional requirements) of the Portland Zoning Ordinance to allow a functional subdivision. Mr. Thomas F. Jewell, Esq. will be representing the applicant. The Board voted 5-0 to grant the Appeal. Ms. Sawyer abstained.

2. New Business:

A. Practical Difficulty

John Fay of Atlantic Sportswear, Inc. of 36 Waldron Way, Tax Map #311, Block A, Lot #013 in the I-M Zone is seeking a Practical Difficulty Variance under section 14-250 (dimensional requirements) of the Portland Zoning Ordinance to allow a left side reduction. Mr. J. Gordon Scannell, Jr. will be representing the applicant. The Board voted 5-1 to allow the applicant to withdraw with prejudice.

A4.3

From: Marge Schmuckal
To: Kandi Talbot
Date: Thu, Jan 3, 2002 3:25 PM
Subject: Re: 904 Washington Avenue

Yes, I have reviewed this for parking.

The normal use of this property for an office use. On the information given to me, the upstairs is just for storage, no office use. I did not use the living room to be grouped under an assembly hall use. That did not seem appropriate for the very few times that not more than 20 people would be there for an occasional 1 hour or 2 hour art class. All other club get-togethers are at rented facilities and not located at this site.

So I classified the entire first floor as a professional office use. There is approximately 1122 sq. ft. of first floor footprint which would require 3 parking spaces.

I hope this helps you - Marge

>>> Kandi Talbot 01/03 2:14 PM >>>
Marge,

Have you had a chance to review the breakdown of usage within the building and the number of parking spaces which would be required? Don't mean to be a pest, but this is going for a public hearing on Tuesday, so I'm trying to do a report. Thanks.

Kandi

additional standards:

1. Any addition or exterior alterations such as facade materials, building form, and roof pitch shall be designed to be compatible with the architectural style of the structure;
 2. The scale and surface area of parking, driveways, and paved areas shall be arranged and landscaped to be compatible in size and scale with neighboring properties in the area and to properly screen vehicles from adjacent properties and streets.
 4. Conversions of existing two-family or multiplex structures into lodging houses, provided that a lodging house shall not be located within five hundred (500) feet of another as measured along street lines to the respective property lines.
- (b) *Institutional*: Any of the following conditional uses provided that, notwithstanding section 14-474(a) (conditional uses) of this article, or any other provision of this Code, the planning board shall be substituted for the board of appeals as the reviewing authority:
1. Elementary, middle, and secondary school;
 2. a. Long-term and extended care facilities;
b. Intermediate care facility for thirteen (13) or more persons;
 3. Church or other place of worship;
 4. Private club or fraternal organization;
 5. Reserved;
 6. Hospital;

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7. College, university, trade school.

Such uses shall be subject to the following conditions and standards in addition to the provisions of section 14-474:

- a. In the case of expansion of existing such uses onto land other than the lot on which the principal use is located, it shall be demonstrated that the proposed use cannot reasonably be accommodated on the existing site through more efficient utilization of land or buildings, and will not cause significant physical encroachment into established residential areas; and
- b. The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, or thereafter; and
- c. In the case of a use or use expansion which constitutes a combination of the above-listed uses with capacity for concurrent operations, the applicable minimum lot sizes shall be cumulative.

(c) *Other:*

1. Off-street parking of passenger cars as provided in section 14-344 (board of appeals may authorize parking in certain residential zones) of this article;
2. Utility substations such as water and sewage pumping stations and standpipes, electric power substations, transformer stations, and telephone electronic equipment enclosures and other similar structures, provided that such uses are suitably screened and landscaped so as to ensure compatibility with the surrounding neighborhood;
3. Day care facilities or home babysitting services not permitted as a home occupation under section

article VI of this chapter.

- (3) *Action by the board of appeals.* Within thirty (30) days following the close of the public hearing, the board of appeals shall render its decision, in a manner and form specified by article VI of this chapter, granting the application for a conditional use permit, granting it subject to conditions as specified in subsection (d), or denying it. The failure of the board to act within thirty (30) days shall be deemed an approval of the conditional use permit, unless such time period is mutually extended in writing by the applicant and the board. Within five (5) days of such decision or the expiration of such period, the secretary shall mail notice of such decision or failure to act to the applicant and, if a permit is authorized, shall issue such permit, listing therein any and all conditions imposed by the board of appeals.
- (c) *Conditions for conditional uses:*
- (1) *Authorized uses.* A conditional use permit may be issued for any use denominated as a conditional use in the regulations applicable to the zone in which it is proposed to be located.
- (2) *Standards.* Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the board determines that:
- a. There are unique or distinctive characteristics or effects associated with the proposed conditional use;
 - b. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area; and
 - c. Such impact differs substantially from the impact which would normally occur from such a use in that zone.
- (d) *Conditions on conditional use permits.* The board of appeals may impose such reasonable conditions upon the premises benefited by a conditional use as may be necessary to prevent or



CITY OF PORTLAND

December 13, 2001

Ms. Mary Black Kibbee
Woman's Literary Union
750 Stevens Avenue
Portland, ME 04103

RE: 904 Washington Avenue
(Job #138, CBL #170-B-005)

Dear Ms. Kibbee:

After review of your application, the following comments have been made:

- What is the breakdown of uses, including storage, within the proposed building? Please state the size of areas.
- Can you provide all of the required parking within the existing driveway? If not, what is the proposal for parking.

If you have any questions, please do not hesitate to contact me at 874-8901.

Sincerely,

Kandice Talbot
Planner

CC: Sarah Hopkins, Development Review Services Manager

Breakdown of usage, 904 Washington Ave., Portland, Maine, CBL: 170-B-005

First Floor:

Kitchen: 216 +- sq.ft. to be occasionally used.

Office: 108+- sq.ft.. To house a desk, computer and phone. The main location of activity in the house.

Living Room: 726 +- sq.ft to be used to place furniture and to have small meetings and classes (limited to 20 people as per ZBA).

Bath: 72+- sq. ft.

Second Floor:

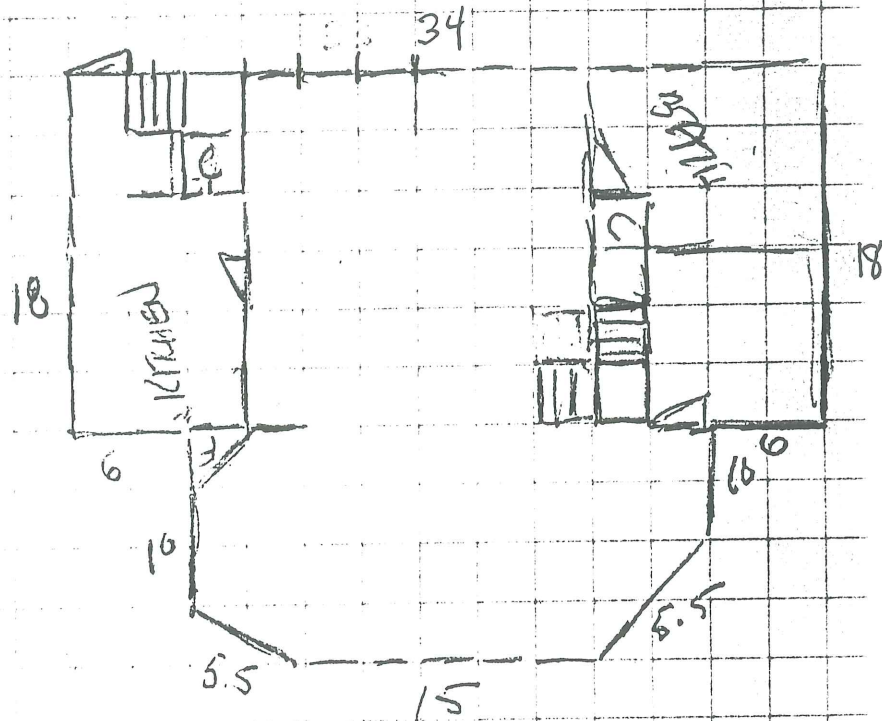
Front room: 280+- sq.ft. to be used for storage of furniture, books and supplies.

Rear room: 180 sq.ft. to be used for storage of furniture, books and supplies.

Hallway: 65+-sq.ft.

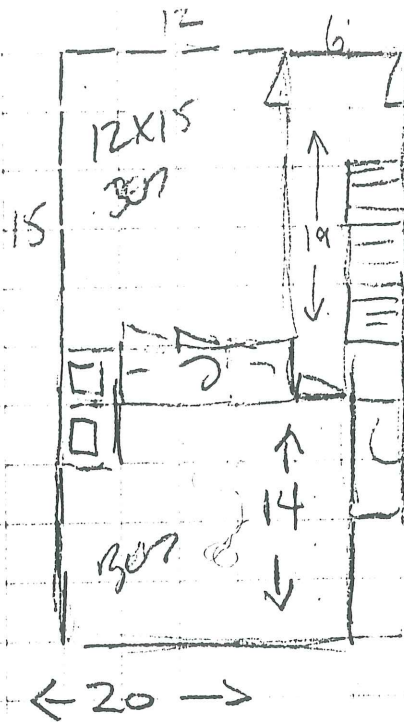
1st Floor 904 Washington Ave.

- KITCHEN 12X18
- LIVING ROOM 33X22
- OFFICE 12X9
- BATH 6X12

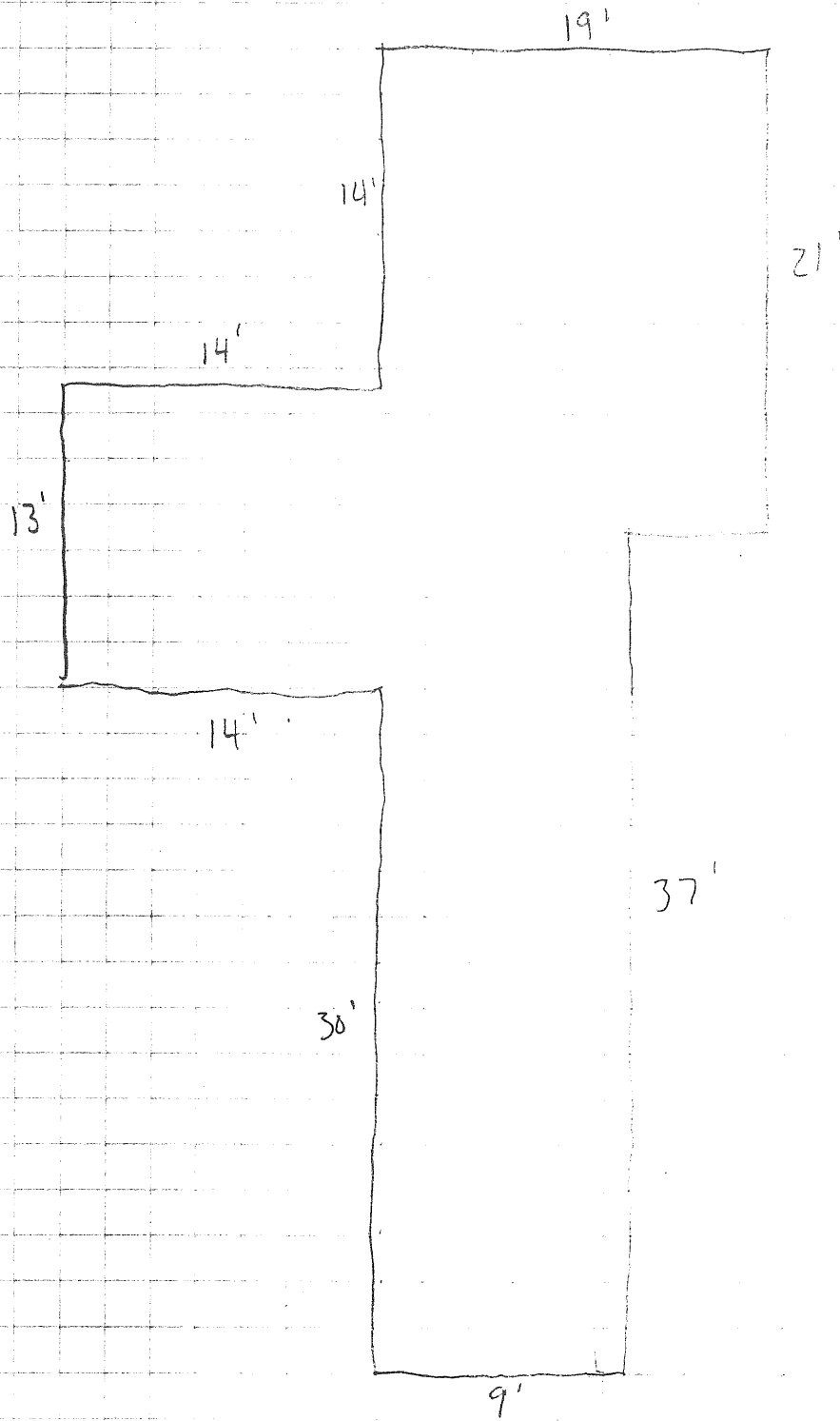


2nd Floor

- BED ROOM 12X15
- BED ROOM 20X14



DRIVEWAY 904 Washington Ave.



To: The Portland Planning Board
From: Woman's Literary Union
Re: 904 Washington Ave., Portland

The Woman's Literary Union is seeking a conditional use variance in the R-5 zone under The Code of Ordinances section 14-118. The use would be a private club. The W.L.U. currently has the property under contract and this variance is the only contingency left before purchase. The club has already received a practical difficulty variance from the Board of Appeals regarding lot size.

Regarding the various standards for granting a conditional use, the W.L.U appears to meet each one:

-There are unique or distinctive characteristics or effects associated with the proposed conditional use.

No, the W.L.U has a very low impact use (it is already limited to daytime use and limited to the number of people on premises through their practical use variance). It is not seeking to alter the structure in any way.

-There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area.

No, lesser impact than a residential usage.

-Such impact differs substantially from the impact which would normally occur from such use in that zone

No, again, this is a very limited usage and would differ from a residential use only in that it has a lesser impact.

-In the case of expansion of existing such uses...

The W.L.U does not seek to expand this structure at all.

-The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, thereafter.

While the W.L.U. is replacing a residential use, it is not doing so significantly for the following reasons: 1. They will not be altering the existing structure in any way that would prevent the property from reverting to a residential use in the future. 2. The property has proven to be unmarketable as a residential property. 3. This structure existed on a lot as a single dwelling unit since the early 1900's. Subsequently, this lot was divided and six condominium units were created, a net gain of residential uses.

In the case of use or expansion which constitutes a combination of uses...

The W.L.U only proposes the use of the property as a small office/clubhouse as a private club.

Following this cover sheet you will find:

-The Conditional use application.

-A letter from Mary Black Kibbee, Vice President of W.L.U., outlining the history and operation of the organization as well as a description of the usage of this property.

-A letter from the current owner of the property, Michael Jacobson, Empire Development, describing his ownership and his difficulty selling the property as a residence.

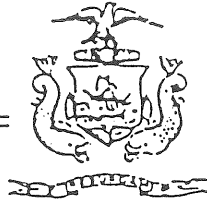
-A copy of the purchase/sale agreement between the two parties.

-An existing conditions plan/sketch.

Also enclosed is a \$100 check for application fee.

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



CONDITIONAL USE APPEAL APPLICATION

Applicant's name and address: Women's Literacy Union

Applicant's interest in property (e.g., owner, purchaser, etc.):
purchaser

Owner's name and address (If different): Michael Jacobson / King
Weinstein

Address, of property and Assessor's chart, block and lot number:
904 Washington Ave., Portland, chart: 170, block B, lot: 5
zone: R-5 Present use: Residential

Type of conditional use proposed: private club

Conditional use authorized by: section 14- 118

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

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

Date: 11/27/01

Mary Black Fiblee
Signature of Applicant
for Women's Literacy Union

WOMAN'S LITERARY UNION
1889----2001

IN 1889 THE WOMAN'S LITERARY UNION WAS FOUNDED AND WE ESTABLISH A CLUB HOUSE ON SPRING ST. IN 1971 WE WERE FORCED TO SELL OUR PROPERTY OR HAVE IT TAKEN BY EMINENT DOMAIN BY THE CITY OF PORTLAND . AT THAT TIME THE CITY WAS INVOLVED IN URBAN RENEWAL AND THE CITY WAS GROWING.

IN MAY OF 1971 WE WERE FORTUNATE ENOUGH TO FIND A BUYER .WE SOLD OUR PROPERTY TO THE HOLIDAY INN. AFTER 82 YEARS WE WERE FORCED TO LEAVE OUR BELOVED CLUB HOUSE. THE TASK FORCE OF 1971 FACED THE SAME PROBLEM OF FINDING A CLUB HOUSE AS WE FACE TODAY .A HOUSE PROPERLY ZONED AT A PRICE WE CAN AFFORDNOT BEING ABLE TO FIND SUCH A HOUSE TO BUY THE TASK FORCE MADE THE DECISION TO RENT.

WE RENTED A SMALL HOUSE ON THE WESTBROOK COLLEGE CAMPUS .WE HAVE BEEN THERE FOR 30 YEARS . ABOUT 5 YEARS AGO THE UNIVERSITY OF NEW ENGLAND ACQUIRED WESTBROOK COLLEGE AND JUST LIKE THE CITY OF PORTLAND THEY NOW WANT TO GROW AND THEY HAVE ASKED US TO LEAVE OUR CLUB HOUSE AS SOON AS POSSIBLE.

THE SAME PROBLEM OF FINDING A SUITABLE HOUSE IN THE RIGHT ZONE IN 2001 IS THE SAME PROBLEM WE HAD IN 1971..... THE LIMITED AMOUNT OF PROPERTY IN R5 OR R6 ZONE DESIGNATED FOR A CLUB..

WE USE OUR CLUB HOUSE FOR FOUR HOURS EACH DAY TO CONDUCT OUR ROUTINE BUSINESS AND FOR ONE CLASS A WEEK FOR 2 HOURS. THE REMAINDER OF OUR CLASSES ARE AT OTHER FACILITIES THE LARGE WEEKLY BRIDGE GAMES ARE AT THE ALLEN AVE CHURCH OUR SCHOLARSHIP FUND RAISERS ARE HELD AT WOODFORD'S CHURCH AND OUR SMALL CLASSES ARE AT DEERING PAVILION OR AT TIMES ON THE CAMPUS OF UNIV. NEW ENGLAND .

1 .904 WASHINGTON AVE IS ACROSS THE STREET FROM ANDOVER COLLEGE AND NEXT DOOR TO A CONDOMINIUM COMPLEX .WE HAVE BEEN TOLD, DEPENDING ON OUR SCHEDULES , WE WILL BE ABLE TO RENT CLASS ROOMS AS NEEDED FROM ANDOVER COLLEGE. WE WOULD BE MUCH BETTER NEIGHBORS TO THE CONDOMINIUM NEIGHBORS THAN A FAMILY WITH SMALL CHILDREN AS THEIR DRIVEWAY ABUTS THIS PROPERTY. IF THIS BECAME RENTAL PROPERTY COLLEGE STUDENTS WOULD BE THE MOST LIKELY TENANTS. BOTH WOULD HAVE A FAR GREATER IMPACT ON TRAFFIC AND THE NEIGHBORHOOD THAN W L U .

WE USE THE CLUBHOUSE /OFFICE 4 HOURS A DAY 5 DAYS A WEEK . WE HAVE ONE ART CLASS A WEEK FOR 2 HOURS EACH MONDAY FROM SEPTEMBER TO JUNE . ALL CLASSES ARE CLOSED IN JUNE AND THE OFFICE IS CLOSED FROM JUNE TO SEPTEMBER . ONLY ONE PERSON A DAY WOULD GO THERE TO PICK UP AND ANSWER THE MAIL DURING THE

WOMAN'S LITERARY UNION

1889----2001

SUMMER MONTHS. THIS WOULD MOST CERTAINLY BE AN ASSET TO AN ALREADY BUSY STREET.

.2. WE WOULD HAVE A VERY LOW IMPACT ON THE TRAFFIC ON WASHINGTON AVE. . THE TWO FAMILY HOUSE ON ONE SIDE AND THE CONDOMINIUMS ON THE OTHER SIDE WOULD HAVE VERY QUIET NEIGHBORS IN W L U .

3 . WE WANT THIS PROPERTY BECAUSE IT IS IN THE PROPER ZONE ,ON A BUS LINE , ACROSS THE STREET FROM THE COLLEGE AND IT IS A SMALL HOUSE THAT WILL HOUSE OUR OFFICE AND THE ANTIQUES WE SAVED FROM SPRING ST.CLUBHOUSE HOUSE.

4. WE HAVE LOOKED HARD AND LONG FOR JUST SUCH A PROPERTY AS THIS . FINDING A SMALL HOUSE IN A R5 OR A R6 ZONE WITH THE AMOUNT OF LAND REQUIRED FOR A CLUB IS ALMOST IMPOSSIBLE TO FIND IN THE CITY OF PORTLAND AS A ' CLUB' W L U IS UNIQUELY DIFFERENT THAN MOST CLUBS IN THAT WE DO NOT EVER HAVE OUR FULL MEMBERSHIP GATHERED IN THE CLUB HOUSE. WE HAVE 400 MEMBERS WITH VARIED INTEREST GATHERING AT MUCH LARGER LOCATION WHICH WE RENT.

.WE ARE A VERY WELL ESTABLISHED WOMAN'S TEACHING CLUB ESTABLISHED IN 1889 ON SPRING ST. IN THE CITY OF PORTLAND. OUR MEMBERSHIP OF 400 MEMBERS IS MADE UP OF MOSTLY RETIRED BUSINESS WOMAN AND TEACHERS FROM THE GREATER PORTLAND AREA.

.WE HAVE THREE FUND RAISERS A YEAR TO GIVE THREE PORTLAND STUDENT \$2000.00 EACH. WE DONATE HATS TO THE HOSPITAL FOR CANCER PATIENTS , WE GIVE CHILDREN'S MITTEN TO THE ALLEN AVE, CHURCH AND A HARVEST TABLE OF FOOD DONATED BY OUR MEMBERS TO A FOOD KITCHEN.

WE ARE THE OLDEST WOMAN'S CLUB IN MAINE AND WE WANT TO STAY AND GROW IN OUR OWN HOUSE WITHOUT THE THREAT OF ANOTHER LANDLORD OR THE CITY FORCING US TO MOVE.

WE APPEAL TO YOU TO GRANT US A VARIANCE OF THE ZONING ON THE PROPERTY AT 904 WASHINGTON AVE. PORTLAND,ME..

SUBMITTED BY ON 10-29 2001
MARY BLACK KIBBBEE ; VICE PRESIDENT
ON BEHALF OF THE WOMAN'S LITERARY UNION

EMPIRE DEVELOPMENT LLC.P.O. BOX W
Old Orchard Beach, Maine 04064Phone 207-934-7623
Fax 207-934-1566

November 13, 2001

Ms. Marge Schmuckal
City of Portland
Zoning Office

Sent Via fax: 874-8716

RE: 904 Washington Avenue

Dear Ms Schmuckal,

I am writing to inform the Zoning Board of our position with respect to our ownership of the above referenced property. My partner King Weinstein and I have owned this property for several years. When we purchased it, it had been for sale for at least two years. The previous owner had difficulty in selling this property as a residence. It only worked for us because we were able to develop 900 Washington Avenue Condominium.

We have tried to sell this home over the past two years. Even though we have spent a great deal of money refurbishing this home, it still has not appealed to anyone for a residence. The fact that there has been a shortage of good rental housing in the past has allowed us to rent this home. After the last batch of college students all but destroyed this building, we made the decision to again spend a great deal of money to redo this building one more time.

I and my partner together have been selling real estate for almost forty years combined, as well as built and developed numerous residential projects. It is because of this experience that I believe we are professionally qualified to tell you, that as a single family residence, this property no longer has a mass appeal. I believe that the traffic on Washington Avenue as well as the overall appeal of the (neighborhood) has greatly diminished the viability of this property as being a desirable single family home.

I personally have shown this building to over (30) Thirty potential home buyers, and not one of them has shown any serious interest. The people before you, clearly represent the Highest and Best Use for this property. We firmly believe that they are best suited to ensure that the integrity of this classic bungalow will be maintained and most definitely enhanced.

I respectfully ask that the board grant their request.

Sincerely,


Michael A. Jacobson

FROM :

PHONE NO. : 207 846 0576

Oct. 26 2001 10:49AM P1

PURCHASE AND SALE AGREEMENT

October 22 2001

<u>Oct. 26 2001</u>	Effective Date
The use of days in this agreement refers to calendar days from the effective date	

1. PARTIES: This Agreement is made this 22 day of Oct. 2001, between The Woman's Literary Union and Empire Development (hereinafter called "Buyer") of Portland, Maine (hereinafter called "Seller") of Portland, Maine

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following described premises: a single family dwelling sited on an 11,200± square foot lot. situated in municipality of Portland County of Cumberland State of Maine located at 904 Washington Ave. Being (all part of) the property at the above address owned by Empire Development ("Seller") and described in deed recorded at said County's Registry of Deeds Book 14543, Page 229 (hereinafter called

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: no exceptions

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost and in "as is" condition with no warranties: Stove, Refrigerator, Washer, Dryer

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICES 130,000 140,000 of which DEPOSITS 5,000 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by The balance due amount of BALANCE DUE \$ 125,000 is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Bay Properties Realty shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Friday Oct. 26 2001 (date) 5 o'clock A.M.; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 30 2001 (closing date) or before if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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

9. POSSESSION AND OCCUPANCY: Possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing unless otherwise agreed in writing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

for WLU

FROM :

PHONE NO. : 207 846 0576

Oct. 25 2001 10:49AM P2

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises as is together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days	h. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. General Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Other Air Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Other Water Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

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

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____.

15. FINANCING: This Agreement is subject to Buyer obtaining an approved _____ mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

NO FINANCE CONTINGENCY - CASH OFFER

Buyer(s) Initials MBK
6m
WLU

Seller(s) Initials [Signature]

FROM :

PHONE NO. : 207 846 2576

Oct. 26 2021 10:50AM P3

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:

The Michael Jacobson of King Real Estate represents Seller
Listing Agent Agency
The Will Honan of Bay Properties Realty represents Buyer
Selling Agent Agency

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

17. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. DEFAULT: In the event of default by the Buyer, Seller shall retain the earnest money as liquidated damages as sole remedy. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. The escrow agent may require written releases from both Buyer and Seller prior to disbursing the earnest money to either Buyer or Seller.

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

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

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

22. ADDENDA: Lead Paint - Yes [X] No []; Shoreland Zoning - Yes [] No [X]; Other - Yes [] No [] Explain: _____

23. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement.

24. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Buyer and Seller authorize their agents to receive a copy of the entire closing statement.

25. OTHER CONDITIONS: Contract subject to buyer being granted a variance from City of Portland, Zoning Board of Appeals, to allow buyer's intended usage (private club or organization) in the R-S Zone with less than the required lot size. Buyer will apply for variance for November 15th meeting of board. If variance is not granted, contract is null and void and earnest money will be returned to Buyer.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Mary Blain Taylor
BUYER for
Women's Literary Union
BUYER

SS# OR TAXPAYER ID#
SS# OR TAXPAYER ID#

Page 3 of 4 Buyer(s) Initials MBK Seller(s) Initials [Signature]

Bay Properties Realty
40 Lafayette St
Yarmouth, ME 04096

ADDENDUM

Addendum to Purchase/Sale Contract between Woman's Literary Union
(buyer)
and Empire Development, LLC (seller) with effective date of October 26, 2002
relative to real estate at 904 Washington Avenue, Portland, Maine

The undersigned parties to said contract further agree to:

-The performance of the contract is extended until January 15, 2002.

-Contract is further subject to buyer being granted a conditional use variance from City of Portland, Planning Board, to allow the buyer's intended use (private club). Buyer's appeal will be heard on or before January 8, 2002 meeting of the Planning board. If variance is not granted, contract is null and void and earnest money will be returned to buyer.

The herein addendum, upon execution by both parties hereto, is herewith made an integral part of the aforementioned Purchase/Sale Contract.

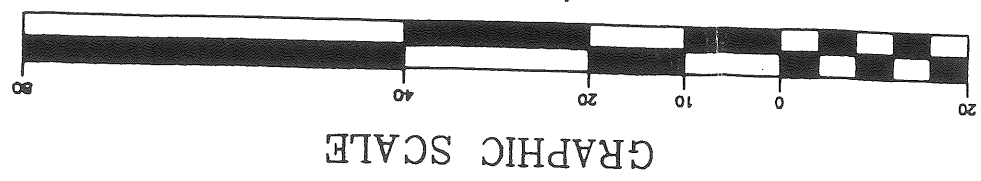
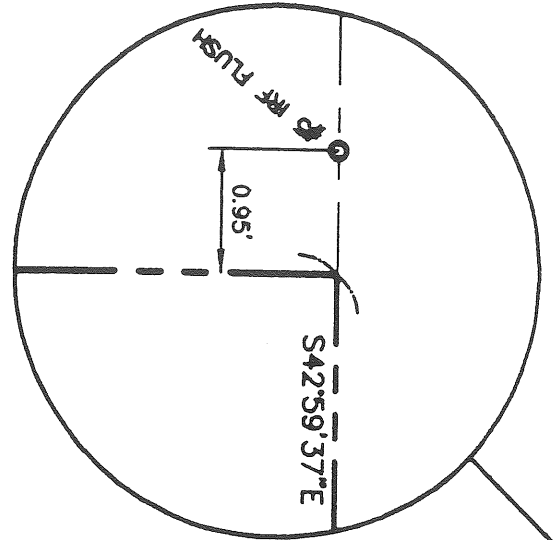
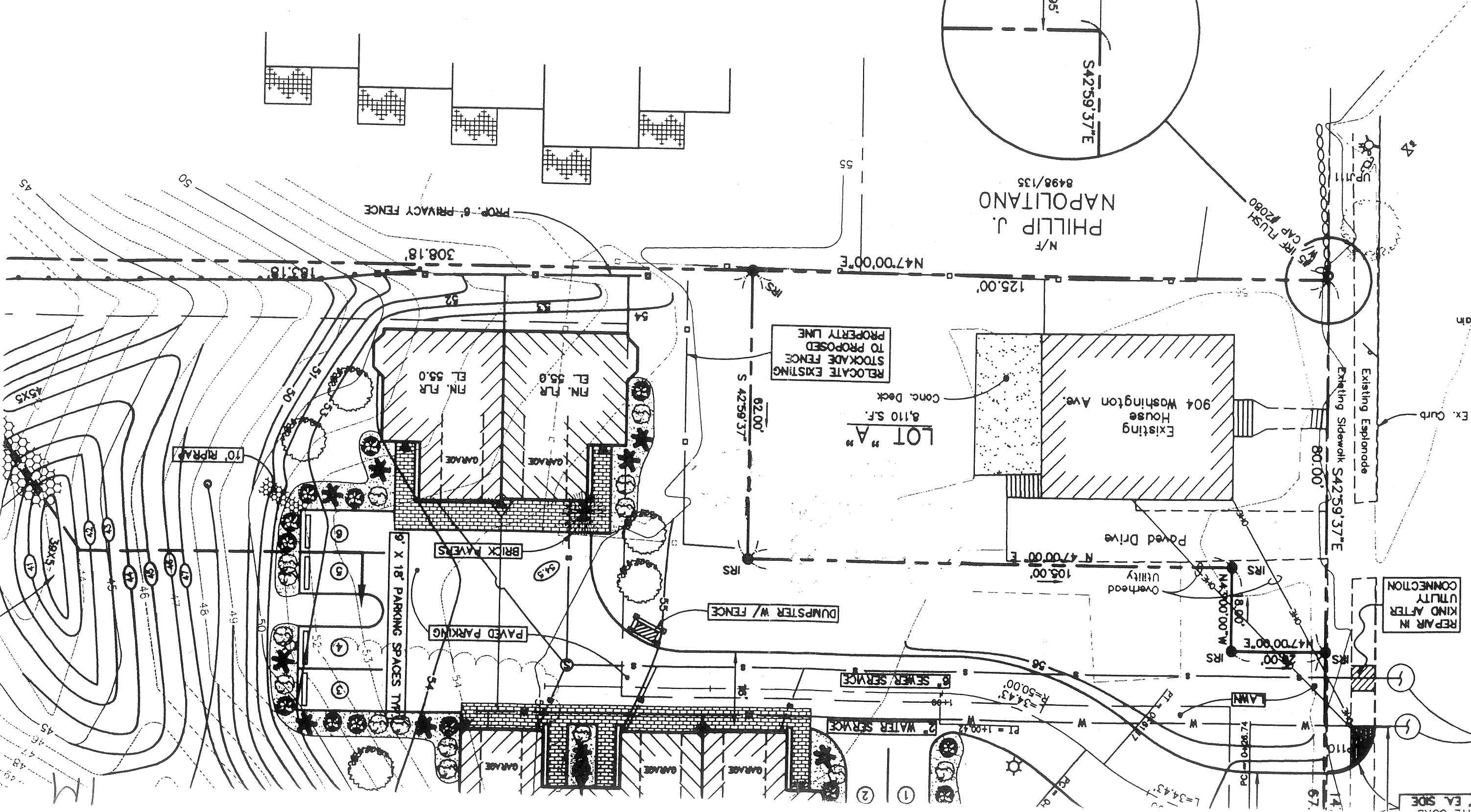
Purchaser	<u>Mary Beaudette</u>	Date	<u>11-27-01</u>
Purchaser	<u>for Woman's Literary Union</u>	Date	_____
Seller	<u>[Signature]</u>	Date	<u>11-28-01</u>
Seller	<u>[Signature]</u>	Date	<u>1</u>

TO ALLEN AVENUE
WASHINGTON AVE.
 (73' RIGHT OF WAY)

USE UTILITIES
 CONNECTIONS
 IN CITY
 AND ARDS

R=10' EA. SIDE

REPAIR IN
 KIND AFTER
 UTILITY
 CONNECTION



EXISTING CONDITIONS PLAN
 904 WASHINGTON AVE.
 FORTLAND ME NOV. 2001
 BHM ENGINEERS GORHAM ME.