



Michael A. Russell, MS, Director  
Permitting and Inspections Department

Ann Machado  
Zoning Administrator

**CITY OF PORTLAND ZONING BOARD OF APPEALS**

**Conditional Use Appeal Application**

**Applicant Information:**

NAME

Kevin Bunker / Mike Lyne

BUSINESS NAME

Developers Collaborative

BUSINESS ADDRESS

100 Commercial St., Suite 414

BUSINESS TELEPHONE & E-MAIL

207-522-3055 / mlyne@dcmaine.com

APPLICANT'S RIGHT/TITLE/INTEREST

Signed Purchase + Sale

CURRENT ZONING DESIGNATION

R3

**Subject Property Information:**

PROPERTY ADDRESS

19 Libby Street

CHART/BLOCK/LOT (CBL)

339/K/004; 340/A/046-050; 055

PROPERTY OWNER (If Different)

City of Portland

ADDRESS (If Different)

389 Congress St.

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY  
SECTION 14- \_\_\_\_\_

**EXISTING USE OF THE PROPERTY:**

The property is currently vacant. Originally it was an elementary school (1926, 1950). More recently used as central kitchen for Portland Public Schools.

**TYPE OF CONDITIONAL USE PROPOSED:**

Rehabilitation of the 1950's portion for Children's Odyssey, a private pre-K school for children of varied developmental levels

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:

1. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and
2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and
3. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.

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

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

SIGNATURE OF APPLICANT

9/1/2017

DATE



August 31, 2017

Zoning Board of Appeals  
C/O Ann Machado  
Zoning Administrator  
City Of Portland Maine  
389 Congress St.  
Portland, ME 04101-3509

To the Zoning Board of Appeals,

We are applying for a conditional use permit for the former Reed School at 19 Libby St as required by the R-3 zone in the City of Portland Code of Ordinances.

We are representing Children's Odyssey, a private pre-school that serves children of varied developmental needs, and currently located in a building they own at 110 Davis Farm Rd. They are looking to expand into the former Reed School where they can provide enhanced programming and serve a larger population.

Per Section 14-88 the code, we are applying under the condition that a day care use, home babysitting, nursery school, or kindergarten is allowed in a principal structure in R-3 that has not been used as a residence in whole or in part within five (5) years immediately preceding the application.

There shall be no maximum limit on the number of children in the facility although Children's Odyssey is planning on approximately 100 students at the new location, with 32 employees and 12 therapists.

There will be an outdoor play area in a location that is currently buffered from the surrounding residences by a stand of mature pine trees. This area will also be fenced. An existing large open green space will be graded and kept open as a multi-use area for both the school and the neighborhood to enjoy. This area could potentially be used for small sided youth sports events per a meeting with a representatives from the City Parks, Recreation and Facilities Dept.

Children's Odyssey will be handling solid and recycled waste in screened containers or all internally. It has yet to be determined.

We have included a traffic assessment that was completed in the Fall of 2016. We met with the surrounding neighborhoods in a series of meetings at that time. This study was completed to give the neighbors a better idea of what to expect with Children's Odyssey moving into the neighborhood. The assessment summarized that the *proposed project should not adversely impact intersection mobility at either study intersection* (Homestead and Libby with Forrest Ave.). Those attending the neighborhood meetings have endorsed this project and have publically supported it at City Council and Development Corporation meetings.

During the neighborhood meetings, residents along Lexington Ave to the northeast of the Reed School property strongly encouraged us to keep parking off of the buffering fence line so as not to create lighting glare in their backyards. Thus the plot plan shows the impervious area growing into the green space by a small amount so as to retain the number of parking spaces necessary to accommodate Children's Odyssey and approx. 8 apartments planned for the 1926 section of the old school in an application to be filed in a future phase. We will complete a photometric plan that will determine how many more light poles will need to be added to the parking area for safety.



In all cases we will opt for dark sky friendly, cut-off luminaires that seek to minimize spill over into the neighboring residential properties.

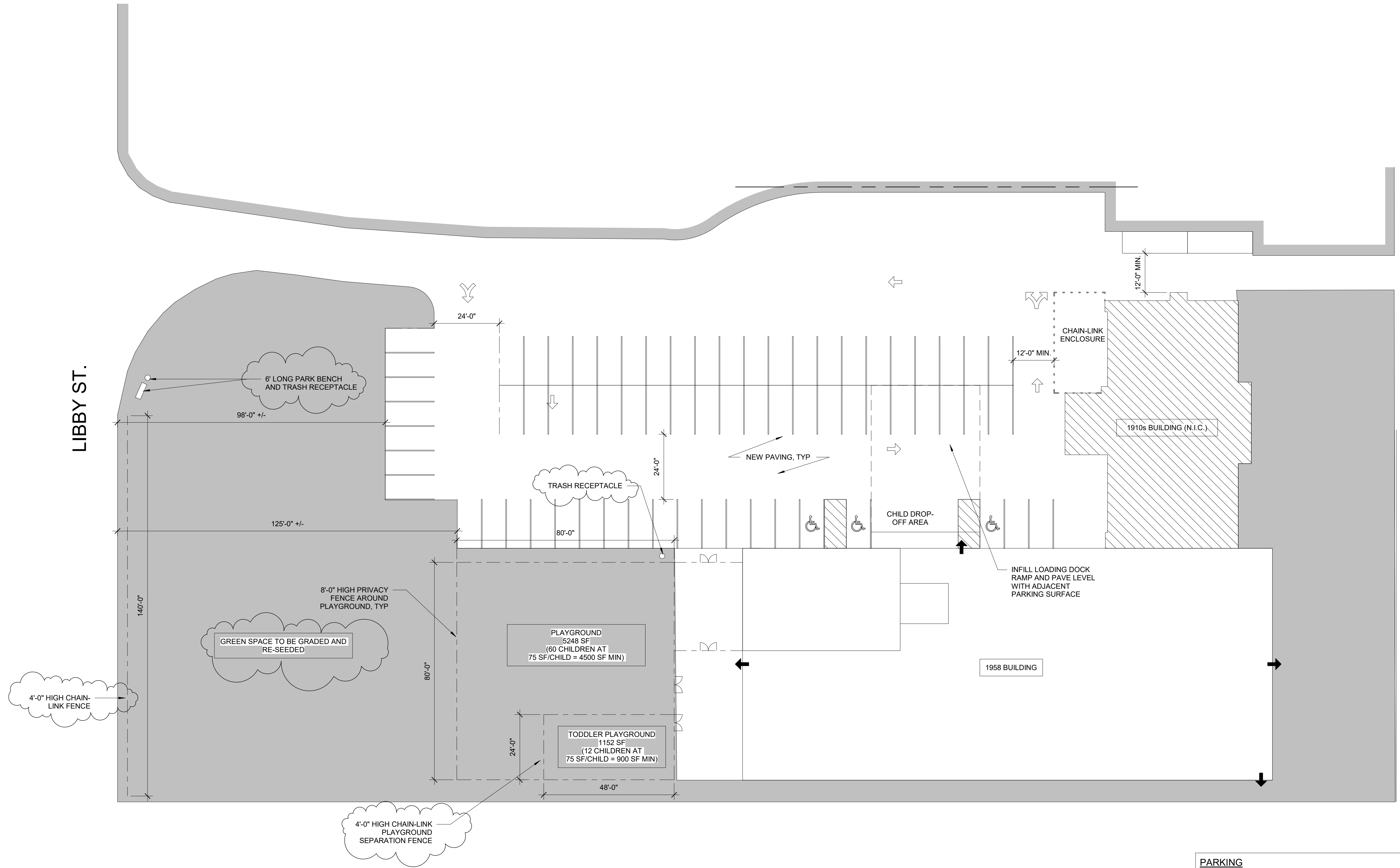
This property was originally built as an elementary school and more recently served as the central kitchen for the Portland Public Schools. The new use, at the completion of both phases, is intended to have less of an impact on the surrounding neighborhoods than the original school, and subsequent use as a central kitchen facility, with regard to bus and delivery noises, trash and waste generation.

Currently the property sits vacant and is experiencing on-going vandalism that adds to its deterioration and neighborhood angst. We have had a very positive experience with the neighbors who are excited to see this property revitalized with a use that they are in support of. We ask that you consider all of these factors in your determination.

Very Truly

A handwritten signature in black ink, appearing to read 'M. Lyne'.

Michael D. Lyne  
Senior Project Manager  
Developers Collaborative



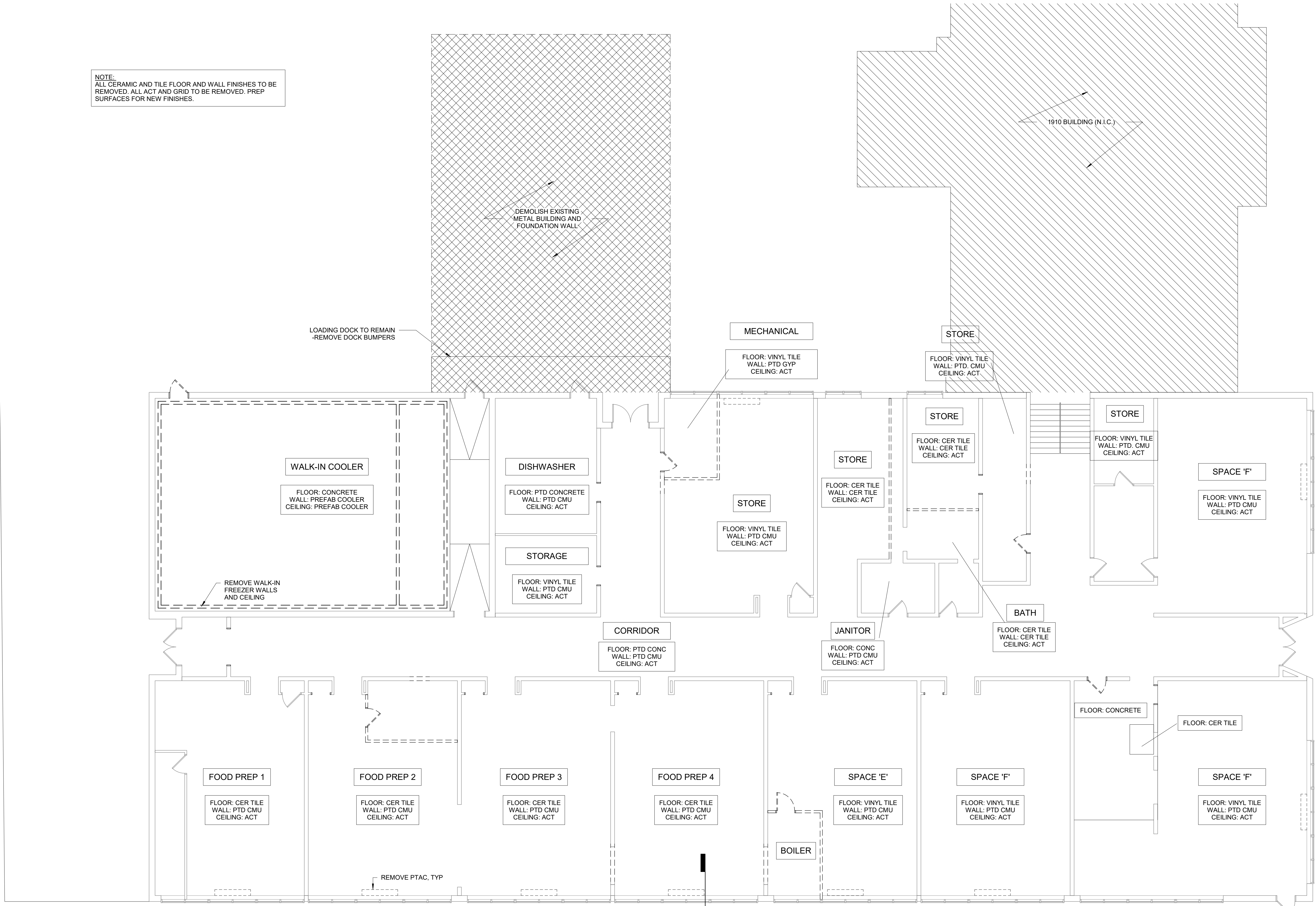
**PARKING**  
 (2) 8'-0" x 24'-0" PARALLEL SPACES  
 (69) 9'-0" x 18'-0" 90 DEG. SPACES  
 (71) SPACES TOTAL

1 | SITE PLAN a  
 1" = 20'-0"

Date: DEC. 7, 2016	Scale: 1" = 20'-0"	Revisions:		Project: REED SCHOOL	Architect: <b>ARCHETYPE</b> architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM	Consultant:	Prepared For: Owner
		1	Date 1				
SITE PLAN							
A1.0a							

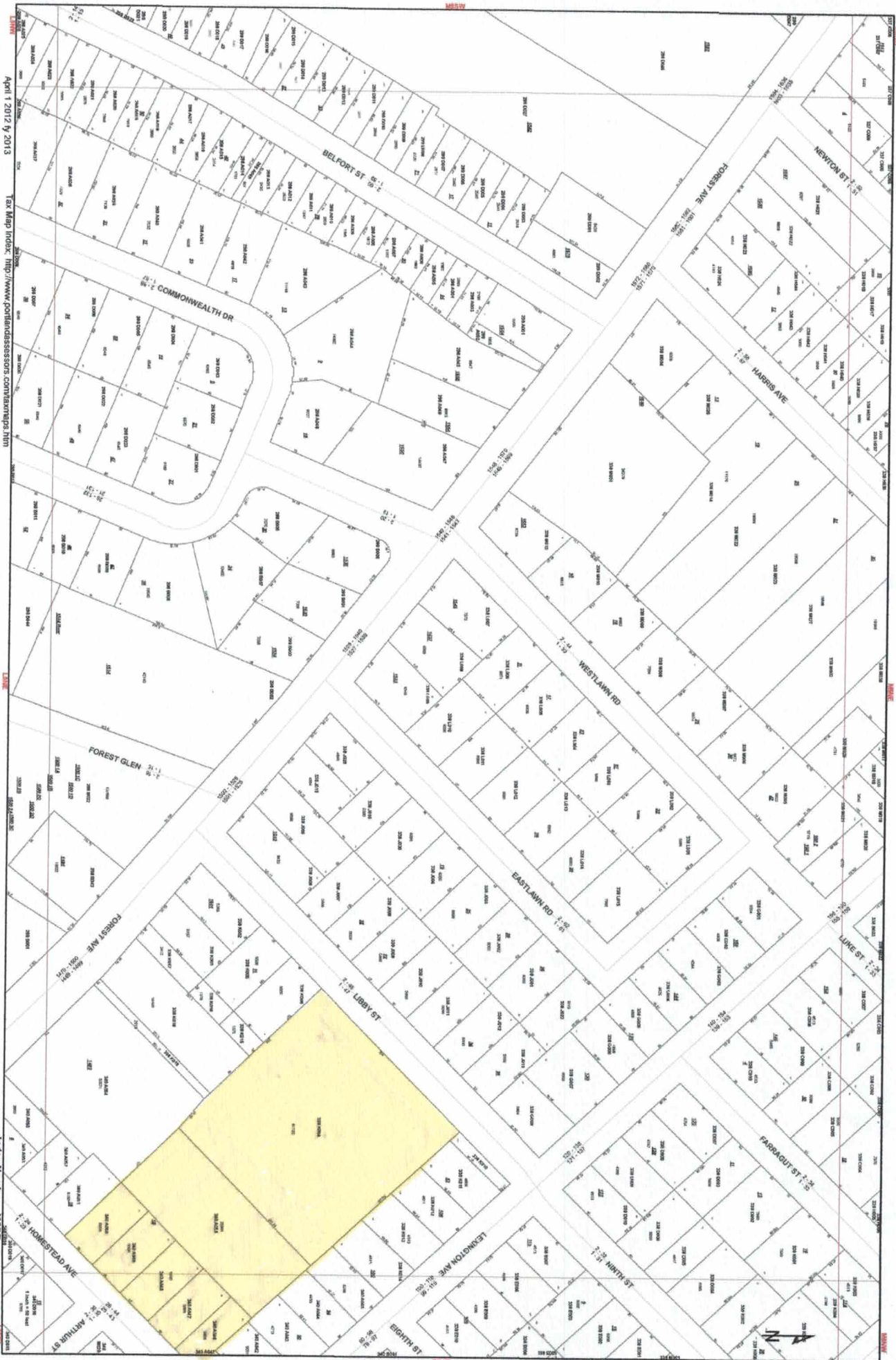
NEW WALL - STUD & GYP. BD.	
EXISTING WALL OR FLOOR	
DEMO AND REMOVE	
EXISTING DOOR	
NEW DOOR	

NOTE:  
ALL CERAMIC AND TILE FLOOR AND WALL FINISHES TO BE REMOVED. ALL ACT AND GRID TO BE REMOVED. PREP SURFACES FOR NEW FINISHES.



3  
A3.01

Prepared For:	Owner
Consultant:	ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM
Project:	REED SCHOOL 28 HOMESTEAD AVE. PORTLAND, ME 04103
Date:	DEC. 7, 2016
Scale:	1/8" = 1'-0"
DEMOLITION PLAN	
A0.01	



Apr 1 2012 to 2013  
Tax Map Index: <http://www.portlandassessors.com/index.htm>

Index Number - MSSE





Reed School from Homestead Avenue



Reed School from Libby Street

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this 20<sup>th</sup> day of June, 2017 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "SELLER"), and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a mailing address of 100 Commercial Street, Suite 414, Portland, Maine, 04101 (hereinafter referred to as "BUYER").

### RECITALS

**WHEREAS**, the SELLER is the owner of certain land and buildings located 19 Libby Street in Portland, Maine, known as the former Reed School consisting of land, with the buildings thereon, of approximately 109,513 square feet with frontage on Libby Street and Homestead Avenue, shown on City of Portland Tax Map 338, Block K, Lot 004 and Tax Map 340, Block A, lots 046 through 050 and lot 055 (collectively the "Premises"), as generally depicted in the plan attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the SELLER desires to sell the Premises and has published a certain request for proposals entitled "Sale and Re-use Of The Former Reed School Buildings And Property 19 Libby Street Portland Maine RFP #6316" (the "RFP"), a copy of which is attached hereto as Exhibit B and incorporated herein; and

**WHEREAS**, the BUYER has submitted a proposal in response to the RFP dated May 19, 2016 (the "Proposal"), a copy of which is attached hereto as Exhibit C and incorporated herein; and

**WHEREAS**, after reviewing all proposals submitted in response to the RFP, the SELLER has selected the BUYER as the successful bidder;

**WHEREAS**, BUYER has in good faith and at its own expense conducted a comprehensive neighborhood process to achieve successful consensus on the basic elements of a development proposal (the "Neighborhood Process"), and

**WHEREAS**, BUYER desires to purchase and develop the Premises in accordance with the terms of the Proposal (the "Project"), and the SELLER desires to sell the Premises to the BUYER so that the BUYER may do so.



**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **CERTAIN RECITALS NOT INCORPORATED BY REFERENCE.** Except for the definition of the "Premises," as set forth in the first recital paragraph, the recitals set forth above are not incorporated herein by reference and made a part of this agreement, but are for information purposes. Any terms from the RFP and the Proposal which are to be binding on Buyer and Seller are restated in the body, not the Exhibits, of this document, other than Exhibit A and the first recital paragraph. If any disagreement is found between the RFP or the Proposal and this Agreement, then this Agreement shall govern.
2. **SALE.** SELLER agrees to sell the Premises to BUYER, and BUYER agrees to buy the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of the buildings and land on the Premises.
3. **CONSIDERATION.** The consideration for the Premises shall be Seventy Five Thousand Dollars (\$75,000.00) (the "Purchase Price") payable as follows:
  - a. The SELLER acknowledges receipt of BUYER's deposit in the amount of One Dollar (\$1.00) (the "Deposit") paid to it as of the date of this Agreement; and
  - b. The BUYER shall pay to the SELLER at closing the remaining Seventy Four Thousand Four Hundred Ninety Nine Dollars (\$74,999.00) by wire transfer at closing.
4. **TITLE.** SELLER shall convey the Premises to BUYER at the closing in fee simple with good and marketable title by a quitclaim deed without covenant. BUYER acknowledges that Premises shall subject to a deed restriction requiring that a certain portion of the Premises remain as open space, free of any habitable residential or commercial buildings (the "Open Space"), which Open Space is generally depicted on the site plan attached in Exhibit A and shall be more particularly described in Seller's Deed to Buyer. BUYER further acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount that is the least of: (a) 25% of the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable, (b) such other target percentage as may be approved as part of a city-wide PILOT policy, or (c) \$5000 annually.
5. If SELLER is unable to convey title to the Premises in accordance with the provisions of paragraph 4, then SELLER shall have a reasonable time period, not to exceed 60 days from the time SELLER receives written notice of a defect, unless otherwise

agreed to by both parties, during which it shall make a good faith effort to remedy the defect, after which time, if such defect is not corrected so that there is marketable title, BUYER may within 2 days thereafter, at BUYER's option, withdraw the Deposit, and neither party shall have any further obligation hereunder. BUYER may, at BUYER's option elect to close notwithstanding any such defects that may exist.

6. **POSSESSION.** Full possession of the Premises will be delivered to Buyer at the transfer of title, free and clear of all tenancies or occupancies by any person or entity.
7. **INSPECTIONS.** At reasonable times upon reasonable prior notice prior to Closing, BUYER, its agents, contractors and any prospective lender or investor of BUYER shall have the right to enter the Premises and perform, at BUYER's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as BUYER deems necessary or appropriate. In the event BUYER does not purchase the Premises, BUYER agrees to return the Premises as nearly as possible to its original condition after all of such tests and inspections. SELLER shall cooperate with BUYER in such inspections. BUYER shall complete any such inspections within 60 days of the date of this Agreement (the "Inspection Period"). In the event that any inspection reveals defects or conditions which are unacceptable to BUYER, BUYER may, prior to the end of the Inspection Period, terminate this Agreement and receive back the Deposit.

BUYER agrees to defend, indemnify and hold harmless SELLER against any mechanics' liens that may arise from the activities of BUYER and its employees, consultants, contractors and agents on the Premises.

BUYER shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and BUYER hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by BUYER of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

BUYER shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage and also Workers' Compensation Insurance coverage to the extent required by law.

8. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** BUYER shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Premises shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by BUYER in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36

M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to BUYER's financing or closing shall be paid for by BUYER.

9. **DEFAULT AND REMEDIES.** In the event that BUYER defaults hereunder for a reason other than the default of the SELLER, SELLER shall retain the deposit, it being understood, however, the SELLER's acceptance thereof shall not constitute a waiver of any other legal or equitable remedy available to SELLER. In the event SELLER defaults under this Agreement, and if BUYER is not then in default hereunder, BUYER shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit, after which neither party will have any further obligation or liability to the other under this Agreement.
10. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or otherwise, until transfer of title hereunder, is assumed by the SELLER. In the event of a partial or total casualty loss, BUYER shall have the right to terminate this Agreement and receive a full refund of the Deposit. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event SELLER is not able to deliver the Premises as stated, BUYER may terminate this Agreement and receive a refund of the Deposit.
11. **PROPERTY SOLD "AS IS, WHERE IS."** BUYER acknowledges that BUYER has had and during the term of this Agreement will have an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." SELLER, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by BUYER of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the SELLER of every agreement and obligation contained herein.
12. **ENVIRONMENTAL INDEMNIFICATION.** BUYER covenants and agrees to indemnify, defend, and hold SELLER harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against BUYER or the SELLER and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises. This duty to indemnify, defend, and hold harmless shall be included as a covenant in the deed and shall run with the land conveyed and be binding upon BUYER's successors, assigns, and transferees.

**13. RIGHTS OF SELLER TO REPURCHASE PREMISES.** If development of the Premises in substantially the form set forth in the Proposal, is at any point abandoned or not actively pursued by BUYER for longer than six months using commercially reasonable means, the Seller shall have the right, but not the obligation, to repurchase the Premises at the Purchase Price. SELLER's deed to BUYER shall include a reference to the SELLER's option to repurchase the Premises. Any reconveyance under this Section shall be subject to all mortgages of record placed by BUYER in connection with the financing of the redevelopment of the Premises. SELLER agrees to enter into such agreements on reasonable commercial terms as may be requested by BUYER's lenders and/or investors, including, without limitation, notice and cure rights.

**14. CHARACTERISTICS OF PROJECT.** Buyer agrees to develop the 1950 addition with an educational use. Buyer agrees to develop the Project in basic harmony with the site plan attached as Exhibit A which is the result of the Neighborhood Process. Buyer represents that it has discussed issues including traffic, parking, intensity and hours of use, and open space with the neighborhood and have come to general consensus on all major items, such consensus being represented by Exhibit A. At this time Buyer is not proposing a use for the original 1926 structure of the building, but has reached a general consensus through the Neighborhood process that a low intensity of use such as no more than 8 residential units would be acceptable. As this use is currently not allowed in the R-3 zone, Buyer agrees that they will seek any desired zoning approval, should such a use be found to be economically feasible, through a contract or conditional re-zoning process, or such other reasonable means as the parties may agree to, with the understanding that this Agreement does not bind the City Council to approve any such rezoning request. At that time Buyer agrees to continue the Neighborhood Process to attempt to agree on any additional consensus needed as to such proposed use. The provisions in this Section 14 shall survive the closing.

**15. CLOSING.** Time is of the essence in the performance of this Agreement. The closing shall be held at the office of BUYER's counsel at a time agreeable to the parties on or before one hundred eighty (180) days after the date of this Agreement. BUYER shall have an option to extend this closing period an additional ninety (90) days for an additional deposit of \$10,000 which shall be credited towards the purchase price.

**16. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; SEVERABILITY.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by SELLER and BUYER. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

17. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
18. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
19. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
20. **TIME.** The SELLER and BUYER each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
21. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
22. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

**FOR THE SELLER:** City of Portland  
 Attn. City Manager  
 389 Congress Street  
 Portland, ME 04101

With a copy to: Office of Corporation Counsel at the same address.

**FOR BUYER:** Developers Collaborative Predevelopment LLC  
 Attn: Kevin Bunker  
 100 Commercial Street  
 Portland, Maine 04101

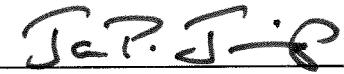
With a copy to: Cito Selinger, Esq.  
 Curtis Thaxter  
 One Canal Plaza, Suite 1000  
 Portland, ME 04101

- 23. SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a faxed, pdf or other reproduced or electronic document shall be considered the equivalent of an original signature.
- 24. ASSIGNMENT.** Buyer may freely assign this Agreement or any of its rights hereunder without Seller's prior written consent to a single purpose entity formed by Buyer for the express purpose of obtaining financing for and otherwise developing the Project. Buyer may not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent.
- 25. BROKERS.** Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first written above.

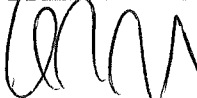
  
WITNESS

**CITY OF PORTLAND**


  
Jon P. Jennings  
Its City Manager

  
WITNESS

**DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC**

  
Kevin Bunker  
Its Manager

Approved as to Form:

  
Corporation Counsel's Office

# Know all Men by these Presents, That

I, Benjamin F. Libby, of Portland, in the County of Cumberland and State of Maine,

in consideration of four thousand and five hundred (4500), dollars paid by the City of Portland a corporation municipal and governmental, duly organized and existing according to law and located in the County of Cumberland, and State of Maine, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

City of Portland, its successors and assigns forever, a certain lot or parcel of land situated in said Portland, bounded and described as follows, beginning at a monument in the northerly side line of Homestead Avenue, so-called, said monument being distant easterly two hundred and one one-hundredths (200.01) feet along said northerly side line of Homestead Avenue from the intersection of the said northerly side line of Homestead Avenue with the easterly side line of Forest Avenue, and being at the intersection of the said northerly side line of Homestead Avenue with the division line between lot number eleven (11) and lot number twelve (12) as shown on a plan of land made for Benjamin F. Libby by E. C. Jordan & Company and recorded in the Cumberland County Registry of Deeds in Plan Book 16, Page 9; thence northerly at right angles to said northerly side line of Homestead Avenue, and following said division line between lot number eleven (11) and lot number twelve (12) and said division line produced northerly, a distance of two hundred (200.00) feet to a monument; thence easterly parallel with the said northerly side line of Homestead Avenue and distant two hundred (200.00) feet at right angles therefrom a distance of two hundred forty-one and seventy-nine one-hundredths (241.79) feet, more or less, to a monument on the division line between land of said Benjamin F. Libby and the development known as Central Park, said Central Park being shown on a plan recorded in the Cumberland County Registry of Deeds in Plan Book 9, Page 125; thence southerly along said division line between land of said Benjamin F. Libby and said Central Park development, two hundred and eight one-hundredths (200.08) feet to a monument in the northerly side line of Homestead Avenue; thence westerly along said northerly side line of Homestead Avenue two hundred thirty-six and twelve one-hundredths (236.12) feet to the monument at the point of beginning.

Being lots numbered 12, 13, 14, 15 and 16 on said plan of land of said Benjamin F. Libby, together with an additional strip of land one hundred (100.00) feet wide adjacent to the northerly side of said lots; containing a total area of about 47,791 square feet.

U.S.I.R  
\$4.50  
H.C.W.  
4/30/25

~~To Have and to Hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said City of Portland, its successors ~~heirs~~ and assigns, to it and their use and behoof forever. And -- do covenant with the said Grantee, its successors ~~heirs~~ and assigns, that I am lawfully seized in fee of the premises; that they are free of all in cumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons.

~~In Witness Whereof~~, I the said Benjamin F. Libby and Alice M. wife of the said Benjamin F. Libby joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises

our hand s and seal s this 30th day of April in the year of our Lord one thousand nine hundred and twenty-five.

Signed, Sealed and Delivered in presence of

H. C. Wilbur to both

Benjamin F. Libby Seal.  
Alice M. Libby Seal.

State of Maine, CUMBERLAND, ss. Portland, Maine, April 30, 1925 . Personally appeared the above named Benjamin F. Libby and acknowledged the above instrument to be his free act and deed.

Before me, E. C. Wilbur Justice of the Peace. Notary Public, Notarial Seal.  
Received May 9, 1925, at 8 o'clock 40 m. A. M., and recorded according to the original.

# Know all Men by these Presents, That

Benjamin F. Libby, of Portland, in the County of Cumberland and State of Maine,

in consideration of Four thousand dollars (\$4,000.00) paid by the City of Portland, a body politic and corporate, duly organized and existing according to law, located in the County of Cumberland and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Portland, its successors and assigns forever, a certain lot of parcel of land in the City of Portland, bounded and described as follows: Beginning at a bolt in the concrete monument at the most northeasterly corner of the lot of land the grantor sold to the City of Portland by deed dated April 30, 1925, and recorded in Cumberland County Registry of Deeds, Book 1202, Page 62, said bolt in said monument being on the division line between land of the grantor and land comprising the development known as Central Park, as shown on plan recorded in Cumberland County Registry of Deeds, Plan Book 9, Page 125; thence northerly by the division line between land of grantor and land comprising said Central Park a distance of 250.05 feet to a bolt in a stone monument on the southerly side line of Franklin Avenue, so-called, said Franklin Avenue being a street laid out through land of the grantor; thence westerly along said southerly side line of Franklin Avenue and making an included angle of 88° 41½' with the southerly direction of the last described course, a distance of 250.00 feet to a bolt in a stone monument, said bolt being distant 219.81 feet easterly along said southerly side line of Franklin Avenue, from its intersection with the easterly side line of Forest Avenue; thence southerly and making an angle of 90° with the said southerly side line of Franklin Avenue a distance of 200.00 feet to a bolt in a stone monument; thence southerly and making a deflection angle of 3° 37½' to the east from the southerly direction of the last described course, a distance of 50.08 feet to a bolt in a concrete monument and the most northwesterly corner of the lot of land the grantor sold to the City of Portland by said deed dated April 30, 1925, and recorded in Cumberland County Registry of Deeds, Book 1202, Page 62; thence easterly by said City of Portland land and making an included angle of 93° 37½' with the northerly direction of the last described course, a distance of 241.24 feet, more or less, to a bolt in a concrete monument and the point of beginning. Containing 61,722 square feet, more or less.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said City of Portland, its successors

heirs and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors

heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said Benjamin F. Libby and Alice M. Libby wife of the said Benjamin F. Libby joining in this deed as grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises

our hands and seals this 4th day of June in the year of our Lord one thousand nine hundred and thirty-one.

Signed, Sealed and Delivered in presence of Benjamin F. Libby Seal H. C. Wilbur to both Alice M. Libby Seal

State of Maine, CUMBERLAND, ss. Portland, Maine, June 4th 1931. Personally appeared the above named Benjamin F. Libby

and acknowledged the above instrument to be his free act and deed. Before me, H. C. Wilbur, Justice of the Peace.

Received June 4, 1931, at 1 o'clock 15 m. P. M., and recorded according to the original.

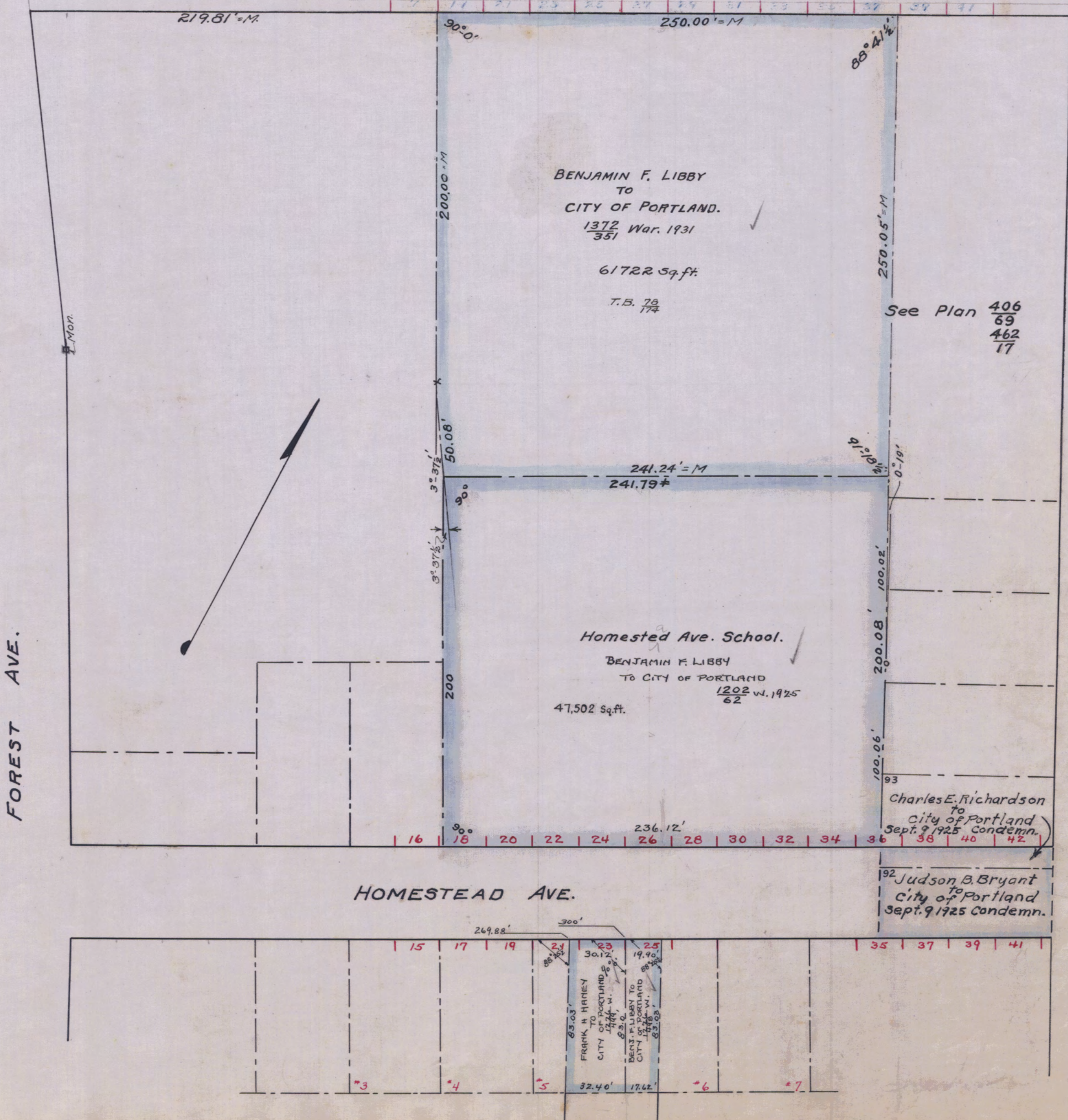


CITY OF PORTLAND  
CITY PROPERTY

REVALUATION SHEET NO. \_\_\_\_\_

SCALE 1" = 50'

LIBBY STREET.



219.81' = M.

250.00' = M

90° 0'

88° 41 1/2'

BENJAMIN F. LIBBY  
TO  
CITY OF PORTLAND.

1372 War. 1931  
351

61722 Sq. ft.

T.B. 76  
174

See Plan  $\frac{406}{69}$   
 $\frac{462}{17}$

1 Mon.

200.00' = M

250.05' = M

50.08'

241.24' = M

241.79'

91° 18 1/2'

0-10'

Homestead Ave. School.

BENJAMIN F. LIBBY  
TO CITY OF PORTLAND

47,502 Sq. ft.

1202 W. 1925  
62

100.02'

200.08'

100.06'

93  
Charles E. Richardson  
to  
City of Portland  
Sept. 9 1925 Condemn.

3° 37 1/2'

3° 37 1/2'

90°

236.12'

16 | 18 | 20 | 22 | 24 | 26 | 28 | 30 | 32 | 34 | 36 | 38 | 40 | 42

HOMESTEAD AVE.

269.88'

300'

35 | 37 | 39 | 41

FRANK H HARNEY  
TO  
CITY OF PORTLAND  
1744 W.  
1744 W.

BENJAMIN F. LIBBY TO  
CITY OF PORTLAND  
1744 W.  
1744 W.

\*3 | \*4 | \*5 | \*6 | \*7

EIGHTH ST.

LEXINGTON AVE.

SEVENTH ST.

OK



**Traffic Solutions**  
William J. Bray, P.E.  
235 Bancroft Street  
Portland, ME 04102  
(207) 774-3603  
(207) 400-6890 mobile  
[trafficsolutions@maine.rr.com](mailto:trafficsolutions@maine.rr.com)

November 23, 2016

Traffic Assessment  
For Proposed  
**Reed School Restoration and Reuse Project**  
Portland, Maine

**INTRODUCTION**

Developers Collaborative are proposing a building restoration and reuse program for the vacant City of Portland's Reed School. Approximately 17,000 square feet of the prior public school building will be occupied by the Children's Odyssey School, a private school presently located on Davis Farm Road in the City of Portland, and eight (8) market rate apartments will be developed in the remaining building area.

Access to the Reed School property will continue to be provided from either Libby Street or Homestead Avenue.

This document provides a summary of existing traffic conditions at the Forest Avenue/Libby Street and Forest Avenue/Homestead Avenue intersections including: an estimate of 2016 peak traffic volumes and a review of current roadway safety conditions; peak hour trip generation estimates are prepared for both projected site uses and assigned to both study intersections, and the report is concluded with a qualitative assessment of the projects traffic impacts.

**EXISTING CONDITIONS**

**Existing Traffic:** Manual turning movement counts were conducted at both study intersections (Forest Avenue/Libby Street and Forest Avenue/Homestead Avenue) during the first week of November to establish existing morning and evening "*peak*" roadway traffic volumes. All vehicular traffic entering each intersection was recorded in 15-minute intervals between the hours of 7:00 and 9:00 AM and, again, between 3:00 and 6:00 PM (A copy of the field data summary sheets are attached). From a summary of the data, separate peak hour times were established for both commuter time periods. The AM peak hour occurred between 7:15 and 8:15 at the Homestead Avenue intersection and between 7:45 and 8:45 at the Libby Street intersection. The PM peak hour fell between 4:30 and 5:30 PM at both study intersections.

Traffic data collected during the month of November requires a minor adjustment to reflect "*peak*" travel conditions experienced during the summer months. MaineDOT provides factors for adjusting traffic data collected during other periods of time. MaineDOT utilizes highway classifications of I, II, or III for all State and Local roadways. Group I roadways are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Group II roadways or arterial roads are those that see a combination of commuter and recreational traffic and, therefore, experience

moderate fluctuations during the year. Group III roads or recreational roadways are typically used for recreational purposes and experience significant seasonal fluctuations. MaineDOT has designated the noted section of Forest Avenue as a Group I road, which requires the traffic data collected to be adjusted by a factor of approximately 1.08. Figures 1 through 4 present the estimated peak traffic volumes at both study intersections. As highlighted on the traffic figures, it is estimated that Libby Street experiences two-way traffic volumes of 45 vehicles in the AM peak hour and 63 vehicles in the evening peak hour. Traffic volumes measured on Homestead Avenue show a total of 37 vehicles in the morning peak hour and 29 vehicles in the evening peak hour.

**Existing Safety Trends:** The Maine Department of Transportation's (MaineDOT) Accident Records Section provided the latest three-year (2013 through 2015) crash data for the section of Forest Avenue between Wall Street and Newton Street, a distance of approximately 0.42 miles. Their report is summarized as follows and attached as an appendix to the report:

### 2013 -2015 Traffic Accident Summary

<u>Location</u>	<u>Total Crashes</u>	<u>Critical Rate Factor</u>
1. Forest Avenue @ Wall Street	7	1.62
2. Forest Avenue @ Hicks Street	3	0.43
3. Forest Avenue @ Homestead Avenue	3	0.73
4. Forest Avenue @ Libby Street	3	0.45
5. Forest Avenue @ Eastlawn Road	2	0.37
6. Forest Avenue @ Commonwealth Avenue	6	1.51
7. Forest Avenue @ Belfort Street	3	0.76
8. Forest Avenue @ Harris Avenue	2	0.51
9. Forest Avenue @ Newton Street	9	0.40
10. Forest Avenue btw. Wall St. and Hicks St.	3	0.48
11. Forest Avenue btw. Hicks St. and Homestead Ave.	2	0.46
12. Forest Avenue btw. Homestead Ave. and Libby St.	2	0.23
13. Forest Avenue btw. Libby St. and Eastlawn Rd.	2	0.40
14. Forest Avenue btw. Eastlawn Rd. and Commonwealth Ave.	1	0.24
15. Forest Avenue btw. Commonwealth Ave. and Belfort St.	2	0.35
16. Forest Avenue btw. Belfort St. and Harris Ave.	1	0.40
17. Forest Avenue btw. Harris Ave. and Newton St.	1	0.24

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

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

As the data presented in the table shows, the incidence of traffic crashes occurring on the 0.42 mile section of Forest Avenue is below MaineDOT's threshold criteria for identification of a high crash location.

### SITE TRAFFIC

The Children's Odyssey School presently operates from an existing 4,600 square foot building located at 110 Davis Farm Road in the City of Portland. The School has an existing enrollment of 65 students, 24 staff employees and 8 therapists. The School Administrator has projected modest increases in both the number of

students and staff for the proposed Reed School site. It is expected that a total of 100 students will be enrolled at the new site with an operating staff of 32 employees and 12 therapists.

**Site Trip Generation – Children’s Odyssey School:** Peak hour trip estimates were prepared for the proposed Children’s Odyssey School project based upon trends measured at the existing school property on Davis Farm Road. This process included the collection of manual counts conducted at the existing school site and a nearby satellite parking lot used by staff. All vehicle trips entering and exiting the school site and satellite parking lot were recorded between the hours of 7:00 to 9:00 AM and, again, between 3:00 and 5:00 PM. From a summary of the data, it was determined that a total of 49 trips were generated during the morning peak hour (7:45 to 8:45 AM) and 34 trips in the afternoon peak hour (3:30 to 4:30 PM). The following Table 1 provides peak hour trip rates at the existing school site calculated for two variables; students and number of staff:

Existing  
Children’s Odyssey School  
Peak Hour Vehicle Trip Rate Summary

<u>Unit of Measurement</u>	<u>Unit Size</u>	<u>AM Peak Hour Trips</u>	<u>PM Peak Hour Trips</u>	<u>AM peak Hour Trips Rate</u>	<u>PM Peak Hour Trip Rate</u>
Students	65 students	49	34	0.75 trips/student	0.52 trips/student
Staff	32 staff/therapist	49	34	1.53 trips/each staff member	1.06 trips/each staff member

Peak hour trip generation of the proposed school project at the Reed School Site is expected to mirror trends measured at the existing Davis Farm Road site. Table 2, as follows, summarizes the peak hour trip calculations completed for the proposed project and the determined “average” volume of trips that will be generated during both peak travel periods:

Proposed  
Children’s Odyssey School  
Peak Hour Vehicle Trip Generation Summary

<u>Unit of Measurement</u>	<u>Unit Size</u>	<u>Trip Rate AM Peak Hour</u>	<u>Total Trips AM Peak Hour</u>	<u>Trip Rate PM Peak Hour</u>	<u>Total Trips PM Peak Hour</u>
Students	100 Students	0.75 trips/student	75	0.52 trips/student	52
Staff	44 staff/therapist	1.53 trips/staff member	67	1.06 trips/staff member	47
<b>Average Trips</b>	-	-	<b>71 trips</b>	-	<b>50 trips</b>

The proposed relocated Children’s Odyssey School project can be expected to generate an “average” volume of 71 vehicle trips during the morning peak hour and 50 trips in the PM peak hour.

**Site Trip Generation – Eight Market Rate Apartment Units:** Peak hour trip generation estimates were prepared for the proposed apartment units based upon trip tables presented in the ninth edition of the Institute of Transportation Engineers (ITE) “TRIP GENERATION” handbook. The following trip rates were used in that effort:

**Land-Use Code 220 – Apartment**

*Street Peak Hour – AM Peak* = 0.51 trips/dwelling unit  
*Street Peak Hour – PM Peak* = 0.62 trips/dwelling unit

Accordingly, the proposed 8 residential apartments can be expected to generate a total of 4 trips in the morning peak hour and 5 trips during the afternoon peak hour.

**Total Trip Generation – Reed School Site:** Combined, the proposed Reed School site can be expected to generate approximately 75 vehicle trips in the morning peak hour and an additional 55 trips during the evening peak hour.

**Site Trip Distribution:** Existing trip distribution patterns measured at the existing Children’s Odyssey School site shows that 55% of the site generated traffic enters and 45% exits in the morning peak hour and a 50%/50% directional split occurs in the afternoon peak hour. Similar distribution patterns can be anticipated at the proposed Reed School site with 41 trips entering and 34 trips exiting the site in the AM peak hour and approximately 28 vehicle trips both entering/exiting the site in the PM peak hour.

**Site Trip Assignment:** Vehicle trips generated by the proposed Reed School Restoration and Reuse project were assigned through both study intersections based upon the existing travel patterns of Children’s Odyssey School staff and students. The following assumptions were applied in that process:

General Traffic Routing Information

Staff and students will reside in similar communities as existing students and staff  
Parent’s place of work will follow existing patterns.

AM Peak Hour

- All entering trips are home to school trips
  - 60% arrive from west on Forest Avenue
  - 40% arrive from east on Forest Avenue
- 20% of departure trips are school to home trips
  - 50% of trips travel east and 50% travel west
- 80% of departure trips are school to work trips
  - 65% of trips travel east and 35% of trips travel west

PM Peak Hour

- 20% of entering trips are home to school trips
  - 50% of trips enter from west on Forest Avenue
  - 50% of trips enter from east on Forest Avenue
- 80% of entering trips are work to school trips
  - 65% of trips arrive from east on Forest Avenue
  - 35% of trips arrive from west on Forest Avenue
- All departure trips are school to home trips
  - 60% travel west on Forest Avenue
  - 40% travel east on Forest Avenue

Figure 5 illustratively presents the assignment of the site generated trips to both study intersections.

## REPORT SUMMARY

- Existing 2016 adjusted traffic volumes recorded at both the Libby Street and Homestead Avenue intersections with Forest Avenue would suggest that both streets operate and function as “*typical*” residential streets. The measured volumes of traffic on Libby Street were 41 vehicles in the morning peak hour and 63 vehicles in the evening. Traffic volumes recorded on Homestead Avenue are slightly lower with a total of 37 vehicles in the AM peak hour and 29 vehicles in the PM peak hour.
- MaineDOT’s Traffic Safety Bureau’s latest three-year (2013 through 2015) safety report for the section of Forest Avenue between Wall and Newton Streets, a distance of 0.42 miles, shows that all identified roadway segments and intersections experience fewer traffic crashes than the threshold criteria for identification of a high crash location.
- The proposed Reed School re-development project is forecast to generate approximately 75 vehicle trips during the “*morning*” peak hour and a reduced volume of 55 vehicle trips in the “*afternoon*” peak hour.
- Existing travel desires of both staff and students at the Children’s Odyssey School, principal tenant of the proposed school reuse project, would suggest that the majority of trips in the AM peak hour will arrive at the site from the west on Forest Avenue and departure trips will exhibit a strong desire to travel east on Forest Avenue to reach major employment areas. A somewhat opposite pattern is projected for the afternoon commuter hour with the majority of parents traveling to the site from their points of employment and entering the site from the east on Forest Avenue. The majority of parents and staff leaving the site will be heavily oriented towards the west on Forest Avenue.
- Traffic generated by the proposed project should not adversely impact intersection mobility at either study intersection. The level of vehicle delay experienced by motorist at either study intersection will be consistent with existing trends found along Forest Avenue and other major arterial corridors.

