

AQUARION
Engineering Services

Local Experts.Global Expertise.™

December 8, 2004

Zoning Board of Appeals
389 Congress Street
Portland, Maine 04101

**Subject: Practical Difficulty Variance
Paula Coppersmith Property
102 Allen Avenue, Portland**

Dear Zoning Board of Appeals Chairperson:

On behalf of the applicant, Paula Coppersmith, Aquarion Engineering Services (Aquarion) is pleased to submit this application for a Practical Difficulty Variance.

The subject property at 102 Allen Avenue is a historic 1910 home with attractive characteristics including a beautiful sun porch on the westerly side (see enclosed photos). The development of the applicants' property in the rear necessitates a side street entrance on the west side of the house. Maintaining a 15 foot side street setback from the house at 94 Allen Avenue requires encroachment on the side yard setback for the subject property.

A waiver of this encroachment (+/- 4.5 feet) would allow the existing structure's sun porch to remain intact and not have to be removed, not presenting a financial burden on the applicant and reduction in the value of this house (currently on the market).

We trust that the enclosed information will guide the board members to a decision supporting our applicant's request.

If you have any questions, please give me a call at 828-1272 ex12.

Very truly,

Aquarion Engineering Services

Stephen J. Bradstreet, P.E.

Cc: Nick Karahalios
Dana Dresser



**City of Portland, Maine
 Planning and Development Department
 Zoning Board of Appeals
 Practical Difficulty Variance Application**

Applicant Information:

Paula Coppersmith
 Name

NA
 Business Name

94 Allen Avenue
 Address

Portland, Maine 04102

892-3126 Telephone Fax

Applicant's Right, Title or Interest in Subject Property:

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

Current Zoning Designation: R5

Existing Use of Property:

Single Family Home

Subject Property Information:

102 Allen Avenue
 Property Address

342-B-13
 Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

Paula Coppersmith
 Name

94 Allen Avenue
 Address

Portland, Maine 04102

892-3126 Telephone Fax

Practical Difficulty Variance from Section 14 - _____

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

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

Paula Coppersmith
 Signature of Applicant

Jan. 8, 2004
 Date

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Board of Appeals may grant a variance from the dimensional standards of this article when strict application of the provisions of the ordinance would create a practical difficulty, as defined herein, and when all the following conditions are found to exist:

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

See Attachment A

2. The granting of the variance will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties:

See Attachment A

3. The Practical Difficulty is not the result of action taken by the applicant:

See Attachment A

4. No other feasible alternative is available to the applicant, except a variance:

See Attachment A

5. The granting of a variance will not have an unreasonably adverse effect on the natural environment:

See Attachment A

6. Strict application of the dimensional standards of the ordinance to the subject property will preclude a use which is permitted in the zone in which the property is located:

See Attachment A

7. Strict application of the dimensional standards of the ordinance to the subject property will result in economic injury to the applicant:

See Attachment A

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. Section 435, nor within a shoreland zone or flood hazard zone as defined in this article:

See Attachment A

The following words have the meanings set forth below:

- a) Diminsional Standards: Those provisions of this article which relate to lot area, lot coverage, frontage, and setback requirements.
- b) Practical Difficulty: A case where strict application of the dimensional standards of the ordinance to the property for which a variance is sought would both preclude a use of the property which is permitted in the zone in which it is located and also would result in economic injury to the applicant.

A Practical difficulty Variance may not be used to grant relief from the provisoins of Section 14-449 (Land Use Standards) to increase either volume or floor area, nor to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

Attachment A

1. The need for a Practical Difficulty Variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

The properties available land for development only has access off Allen Avenue if the existing lot at 102 Allen Avenue provides a 50 foot right of way adjacent to it on the left. In doing so the porch extends into the setback from a side street. This is unique to this property as no other property in the immediate area has back property available for development.

2. The granting of the variance will allow the sale of new homes within the Willow Knoll subdivision which are anticipated to sell at a higher market value than the abutting properties. This in turn will increase the market value of the abutting properties.
3. The Practical Difficulty is not the result of action taken by the applicant but of restrictions placed on the development due to access requirements, connections to abutting developments and limiting traffic exiting onto Plymouth Street.

Development access off Allen Avenue allows a through connection to the abutting subdivision, which is a requirement by the City. Connecting from Allen Avenue to Plymouth Street reduces the traffic congestion at Plymouth Street and allows two access points for improved emergency access. In order to meet these requirements and provide better access, the setback would be encroached upon by the new side street.

4. There is no other feasible alternative to the applicant. Other alternatives require demolition of this 1910 home or a portion of the home (sun-porch) to meet this requirement. Either option greatly impacts the original integrity and character of the neighborhood and the house itself. In either option the demolition or the repair and loss of value is borne by the applicant and is not a feasible alternative.
5. The variance will not have any adverse effect on the natural environment.
6. Strict application of the dimensional standard will preclude development of the back property and loss of property value associated with the proposed development.
7. Strict application of the dimensional standard will result in economic injury to the applicant by limiting its ability to develop the back property and/or reduce the value of the existing home by requiring the removal of the sun-porch and subsequent reduction in property value.
8. The property is not located in a shoreland zone.

OPERATING AGREEMENT

OF

WE THREE MAGPIES, LLC A MAINE LIMITED LIABILITY COMPANY
(Member-Manager Run)

AGREEMENT made as of this/her day of July, 2003 by and among DANA W. DRESSER, of 12 Whispers/ Way, Falmouth, Maine, NICHOLAS KARAHALIOS, 289 Gray Road, Falmouth, Maine, and PAULA COPPERSMITH, 94 Allen Avenue, Portland, Maine, (hereinafter individually referred to as "Member-Manager", and collectively referred to as "Members-Managers").

WITNESSETH:

WHEREAS, the Members-Managers desire to form a limited liability company (the "Company") pursuant to the provisions Title 31 Chapter 13 of the Maine Limited Liability Company Act, (the "Act");

NOW, THEREFORE, the Members-Managers agree as follows:

ARTICLE 1

Formation, Name, Purpose, Location, Registered Office

1.1 Formation. The Members-Managers hereby form a limited liability company pursuant to the Act on the terms and conditions stated herein to take effect upon the filing of the Company's articles of organization with the Secretary of State of the State of Maine ("Secretary of State").

1.2 Name. The name of the Company shall be "WE THREE MAGPIES, LLC".

1.3 Purpose. The principal purpose of the Company is to own real property within the State of Maine and perform all activities necessary to such business including ownership and maintenance of said property and any other activities which are legal in the State of Maine, including all activities incidental thereto.

1.4 Place of Business. The principal office of the Company shall be located at 12 Whispers/ Way, or at such other or additional locations as may be determined by the Members-Managers.

1.5 Registered Office and Registered Agent. The address of the Company's initial registered office shall be 243 U.S. Route One, Scarborough, Maine 04074. The name and address of the Company's initial registered agent shall be Jeffrey W. Jones, Esq., 243 U.S. Route One, Scarborough, Maine 04074. The registered office and registered agent may be changed from time to time as the Members-Managers deem advisable by filing notice of such changes with the Secretary of State in accordance with the Act.

ARTICLE 2

Term; Dissolution

2.1 Term. The term of the Company shall be thirty (30) years from the date of filing of the articles of organization with the Secretary of State, unless the Company is earlier dissolved in accordance with either the provisions of this/her Operating Agreement or the Act.

2.2 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) the expiration of term set forth in Section 2.1;
- (b) the written agreement of 51% of the interest in the Company;
- (c) the sale or other disposition of all or substantially all of the assets of the Company or the permanent cessation of the Company's business operations; or
- (d) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member-Manager or occurrence of any other event which terminates the continued membership of a Member-Manager in the Company (a "Withdrawal Event") or any other event which causes a dissolution under the Act, unless the business of the Company is continued by the consent of those remaining Members-Managers who collectively own at least a majority of the capital interests (as measured by the positive balances of their capital accounts) of the remaining Members-Managers within ninety (90) days after the Withdrawal Event, or such other event, and there are at least two remaining Members-Managers.

Upon the occurrence of any dissolution hereunder, the affairs of the Company shall be wound up in accordance with Article 8 and immediately thereafter the Company shall terminate.

ARTICLE 3

Capital

3.1 Members'-Managers' Capital Contributions. Each Member-Manager shall contribute such amount as is set forth in Schedule A hereto as his/her/her initial capital contribution.

3.2 Membership Interests. The Members-Managers shall have the membership interests in the Company specified on Schedule A ("Membership Interests"). Schedule A shall be amended from time to time to reflect the withdrawal or admission of Members-Managers, any changes in the Membership Interest held by a Member-Manager arising from the transfer of a Membership interest to or by such Member-Manager.

3.3 Capital Accounts. A capital account shall be maintained for each Member-Manager, in accordance with tax accounting principles, which shall reflect his/her initial capital contribution as set forth in Schedule A, and shall be adjusted and maintained as follows:

(a) As of the end of each fiscal year of the Company, each opening capital account for such year shall be increased by an amount equal to (i) the cash and the agreed fair market value of property (net of any liabilities assumed by the Company or to which such property is subject) contributed to the capital of the Company by such Member-Manager for such year; and (ii) such Members-Managers share of Company taxable income for such year, including income and gain exempt from tax; and

(b) As of the end of the fiscal year of the Company, each Member's-Manager's opening capital account for such year shall be decreased by an amount equal to (i) the aggregate amount of cash distributions and the agreed fair market value of any property (net of any liabilities assumed by such Member-Manager or to which such property is subject) distributed to such Member-Manager during such year; (ii) his/her share of expenditures of the Company not deductible and not properly chargeable as a capital expenditure; and (iii) his/her share of Company losses for such year, provided, however, that if it is necessary to determine the capital account of any Member-Manager during the fiscal year, the capital account of the Member-Manager shall be determined after giving effect to all allocations of taxable income, gain and loss attributable to transactions effected prior to the time such determination is made and all distributions of cash theretofore made for such year.

3.4 Change in Tax Law. Notwithstanding anything to the contrary herein, it is the intention of the Company that it be classified as a partnership for federal income tax purposes and that it conform to the requirements of the Internal Revenue Code with respect to the validity of the allocations of items, income, gain, loss, and tax credits. In the event of a change in the Internal Revenue Code or Treasury Regulations, the Members-Managers hereby agree to consult with tax counsel to determine whether an amendment to this Agreement is required and, if it is, to adopt such amendment.

3.5 Interest on Capital, Loans; Loans by or to Members-Managers. No interest or other compensation shall be allowed to any Member-Manager with respect to his/her capital account, except his/her share of the profits, losses and distributions of the Company as hereinafter provided. The Company shall not make loans to, or borrow from, any Member-Manager without the consent of all the Members.

3.6 Withdrawal of Capital. Except as may be specifically provided in this Agreement, no Member-Manager shall have the right to withdraw from the Company all or any part of his/her

capital contribution nor shall he/she have any right to demand and receive property or cash of the Company in return of his/her capital contribution.

3.7 Liability of Members-Managers for Repayment of Capital. No Member-Manager shall have any personal liability for the repayment of any capital contribution of any other Member-Manager.

ARTICLE 4

Profits, Losses and Cash Distributions

4.1 Company Profits, Losses and Cash Distributions. All profits, losses and distributions of cash or other property from the Company to the Members-Managers shall be allocated or distributed in accordance with each Member's-Manager's Membership Interest, as set forth on Schedule A, provided that upon the dissolution of the Company all distributions of cash shall be made in accordance with Article 8.

4.2 Priority & Timing. No Member-Manager shall have priority over any other Member-Manager with regard to allocations of profits or losses or distributions from the Company. All distributions of Company funds to the Members-Managers shall be made at such times as the Members-Managers may determine.

ARTICLE 5

Managers

5.1 Managers - The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager, each of whom shall be a Member-Manager. There shall be three Members-Managers who must be Members of the Company. The initial Members-Managers are identified on Schedule A.

5.2 Term of Member-Manager - No Member-Manager shall have any contractual right to such position. Each Member-Manager shall serve until the earliest of:

- A. The Dissociation of such Member-Manager;
- B. The Resignation of such Member-Manager; or
- C. Removal of the Member-Manager for gross negligence, self dealing, or embezzlement by a majority of the remaining Members-Managers.

5.3 Authority of Members to Bind the Company - Only the Members-Managers and agents of the Company authorized by the Members-Managers shall have the authority to bind the Company. No Member-Manager who is not either a Member-Manager or otherwise authorized as an agent shall take any action to bind the Company, and each Member-Manager shall indemnify the Company for any costs

or damages incurred by the Company as a result of the unauthorized action of such Member-Manager. Subject to this Agreement, each Member-Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- A. The institution, prosecution and defense of any proceeding in the Company's name;
- B. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;
- C. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;
- D. The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes; bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;
- E. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping Members-Managers, officers, employees, and agents;
- F. The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;
- G. The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;
- H. The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members-Managers, employees, and agents of the Company;
- I. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- J. The payment or donation, or any other act that furthers the business and affairs of the Company;
- K. To payment of compensation, or additional compensation to any or all Members-Managers, and

employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;

- L. The purchase of insurance the life of any of its Members-Managers, or employees for the benefit of the Company;
- M. The participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;
- N. The indemnification of Members-Managers or any other person.

5.4 Actions of the Members-Managers - Each Member-Manager has the power to bind the Company as provided in this/her Agreement. Any difference arising as to any matter within the Authority of the Members-Managers shall be decided by a Majority in number of the Members-Managers. No act of a Member-Manager in contravention of such determination shall bind the Company to persons having knowledge of such determination. Notwithstanding such determination, the act of Member-Manager for the purpose of apparently carrying on the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Agreement, and no person dealing with the Company shall have any obligation to inquire into the power or authority of the Member-Manager acting on behalf of the Company.

5.5 Compensation of Member-Manager - Each Member-Manager shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to compensation, in an amount to be determined from time to time by the affirmative vote of a Majority of the Members-Managers.

5.6 Members'-Managers' Standard of Care - A Member's-Manager's duty of care in the discharge of the Member's-Manager's duties to the Company and the other Members-Managers limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Member-Manager shall be fully protected in relying in good faith upon the records required to be maintained under this/her Agreement and upon such information, opinions, reports or statements by any of its other Members-Managers, or agents, or by any other person, as to matters the Member-Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

5.7 Removal of Member-Manager - Any Member-Manager may be removed by the affirmative vote of a Majority of the Members-Managers for gross negligence, self-dealing, or embezzlement by a Majority of the remaining Members-Managers.

ARTICLE 6

Withdrawal; Liquidation of Membership Interest:

6.1 Withdrawal. A person shall cease to be a Member-Manager of the Company upon the occurrence of death, adjudication of incompetency, bankruptcy or insolvency, dissolution or voluntary or involuntary withdrawal from the Company of a Member-Manager ("Withdrawal"). No Member-Manager shall have the power to withdraw by voluntary act from the Company without the consent of all Members-Managers.

6.2 Liquidation of Deceased Member-Manager. If, following the Withdrawal of a Member-Manager due to death, the remaining Members-Managers elect to continue the Company in accordance with Section 2.2(d), the remaining Members-Managers shall purchase and thereby liquidate the Membership Interest of such deceased Member-Manager in accordance with this Article 6. Notice of such election shall be made by written notice delivered to the deceased Member's-Manager's personal representative within thirty (30) days of the appointment of such personal representative.

6.3 Valuation of Company Interest. If the remaining Members-Managers elect to liquidate the Membership Interest of a deceased Member-Manager, negotiations shall be undertaken between (i) the remaining Members-Managers and (ii) the personal representative of the deceased Member-Manager to establish the value of the deceased Member's-Manager's Membership Interest. If the parties are not able to reach agreement as to the value of the deceased Member's-Manager's Membership Interest within ninety (90) days after the remaining Members-Managers give notice of their election to liquidate the Membership Interest of the deceased Member-Manager, then the value of such Membership Interest shall be determined as hereinafter provided. The remaining Members-Managers, as a group, and the deceased Member's-Manager's personal representative, shall forthwith each appoint an appraiser who, in turn, shall jointly appoint an arbitrator. Appraisers shall submit to the arbitrator their separate appraised values of the deceased Member's-Manager's Membership Interest based upon whatever methods of valuation each appraiser considers most appropriate to reflect the fair market value. The arbitrator, in his/her sole discretion, shall choose one of the appraised values as the value of the deceased Member's-Manager's Membership Interest. Such determination shall be binding upon all parties.

6.4 Payments; Hold Harmless. If the remaining Members-Managers elect to liquidate the Membership Interest of a deceased Member-Manager, then within sixty (60) days after the value of the deceased Member's-Manager's Membership Interest is

determined, the Company shall pay to the deceased Member-Manager an amount equal to one hundred percent (100%) of the value of the deceased Member's-Manager's Membership Interest minus a prorata portion of any expenses, costs and fees relating to determination of the value of the Company, and shall deliver to the estate of the deceased Member-Manager a promissory note of the Company in an amount equal to the unpaid value of the deceased Member's-Manager's Membership Interest. Such promissory note shall provide for equal annual payments over a period of five (5) years from the date of delivery and shall bear interest at the minimum allowable rate per annum. Additionally, the Company and the remaining Members-Managers shall indemnify and hold the deceased Member's-Manager's estate harmless from any and all liabilities of the Company guaranteed by the deceased Member-Manager.

In the event of the Withdrawal of a Member-Manager for reasons other than death, the Membership Interest of the former Member-Manager shall be deemed to have been assigned to the former Member's-Manager's successor in interest who shall have such rights as provided in the Act. Except as provided in this Article 6, the Company shall not be required to liquidate the Membership Interest of a former Member-Manager.

ARTICLE 7

Restrictions on Transition of Membership Interest

7.1 No Assignment, Pledge or Encumbrance of Interests. No Member-Manager may assign, sell, pledge or encumber all or any part of his/her Membership Interest, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, without the consent of all other Members-Managers of the Company.

7.2 Sale or Other Transfer of Interests. No Member-Manager shall have the right to dispose of all or any portion of his/her Membership Interest except: (i) to another Member-Manager, (ii) to an affiliate of such Member-Manager, or (iii) with the consent of all other Members-Managers of the Company which may be refused for any reason.

ARTICLE 8

Dissolution and Winding Up

8.1 Effect of Filing of Dissolving Statement. In the event of dissolution, a statement of intent to dissolve shall be filed with the Secretary of State in accordance with the Act. Upon such filing, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of cancellation has been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

8.2 Winding Up, Liquidation and Distribution of Assets.

A. Upon dissolution, the Members-Managers shall immediately proceed to wind up the affairs of the Company in accordance with the requirements of the Act and other applicable law. In furtherance of the winding up of the Company, the Members-Managers shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members-Managers may determine to distribute any assets to themselves in kind);

(ii) discharge or make reasonable provision for all liabilities of the Company, including liabilities to Members-Managers who are also creditors, other than liabilities to Members-Managers for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the capital accounts of the Members-Managers, the amounts of such reserves shall be deemed to be an expense of the Company);

(iii) distribute the remaining assets of the Company in the following order of priority:

- (1) To each Member-Manager, with respect to the cumulative amount of an accrued but unpaid pre-dissolution distributions for which the Company is liable to the Member-Manager, the amount of such liability;
- (2) To each Member-Manager, with respect to his/her unreturned capital contribution, an amount equal to the positive balance (if any) in his/her capital account (as determined after taking into account all capital account adjustments for the Company's taxable year during which the liquidation occurs), or, if the assets available to be distributed hereunder are insufficient to cover the aggregate of all Members'-Managers' positive balances, a proportionate amount based upon the relative positive balances of the Members-Managers; and
- (3) To each Member-Manager, with respect to his/her Membership Interest, a proportionate share of the remaining assets equal to his/her Membership Interest.

(b) The Members-Managers shall cause an accounting to be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution.

(c) If any assets of the Company are distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members-Managers. Such assets shall be deemed to have been sold to the Members-Managers in proportion to their Membership Interest as of the date of dissolution for their fair market value, and the capital accounts of the Members-Managers shall be adjusted to reflect such deemed sale.

(d) Notwithstanding anything to the contrary in this Agreement, upon a liquidation, if any Member-Manager has a deficit capital account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member-Manager shall have no obligation to make any capital contribution, and the negative balance of such Member's-Manager's capital account shall not be considered a debt owed by such Member-Manager to the Company or to any other person for any purpose whatsoever.

8.3 Certificate of Cancellation. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated and the Members-Managers shall forthwith file with the Secretary of State a certificate of cancellation. Thereafter, the Members-Managers, as liquidating trustees, shall have authority to distribute any Company property discovered after termination, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

8.4 Return of Capital Contribution - Nonrecourse. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member-Manager shall look solely to the assets of the Company for the return of his/her capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of a Member-Manager, such Member-Manager shall have no recourse against any other Member-Manager.

ARTICLE 9

Amendment

This Agreement may be amended at any time by written agreement of all the holders of all of the Members-Managers.

ARTICLE 10

Miscellaneous

10.1 Notices. All notices, demands and other communications hereunder shall be in waiting and shall be deemed to have been duly given on the date delivered in person to the party to whom notice is to be given, or on the first business day after mailing if mailed to the last known address of the party to whom notice is to be given by registered or certified mail, postage paid, return receipt requested.

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Company and there are no agreements, understandings, warranties or representations between the parties with respect to the Company except as set forth herein.

10.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties.

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

10.5 Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. Captions are inserted only as a matter of convenience and in no way limit, define or extend the scope of this Agreement.

10.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Maine.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

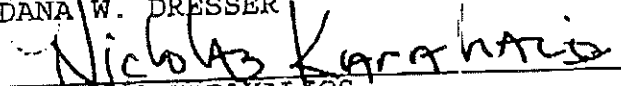
WITNESS

WITNESS

WITNESS



DANA W. DRESSER



NICHOLAS KARAHALIOS



PAULA COPPERSMITH

SCHEDULE A

WE THREE MAGPIES, LLC

Pursuant to the provisions of Paragraph 3.1 of the Operating Agreement of We Three Magpies, LLC, the initial capital contribution of the Members-Managers is as follows:

Dana W. Dresser	\$ 37,500
Nicholas Karahalios	\$
Paula Coppersmith	\$ 2600.00 +

Pursuant to the provisions of Paragraph 4.1 of the Operating Agreement of We Three Magpies, LLC, the membership interest of the Members-Managers are as follows:

Dana W. Dresser	33.3 %
Nicholas Karahalios	33.3 %
Paula Coppersmith	31.3 %

Pursuant to Article V, the Member-Managers of We Three Magpies, LLC. are Dana W. Dresser, Nicholas Karahalios and Paula Coppersmith

DEED

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, Charles P. Chandler and Florence P. Chandler, both of Portland, County of Cumberland, State of Maine,

in consideration of one dollar (\$1.00) and other valuable considerations,

paid by Paula Coppersmith, now of Portland, County of Cumberland, State of Maine, whose mailing address is 96 Allen Avenue, Portland, Maine 04103,

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Paula Coppersmith, her heirs and assigns forever,

A certain lot or parcel of land, with the buildings thereon, situated on the northwesterly side of Allen Avenue, in said City of Portland, bounded and described as follows:

Beginning on the northwesterly side line of Allen Avenue at the easterly corner of land conveyed by Edwin R. Low, et al, to Donald E. Smith, et al, by deed dated December 3, 1956 and recorded in Cumberland County Registry of Deeds Book 2331, Page 442; thence North 27° 44' East by Allen Avenue, 119.5 feet to the southerly corner of land conveyed by Edwin R. Low, et al, to C. H. Hanson & Co., Inc. by deed dated October 2, 1959 and recorded in said Registry, Book 2508, Page 401; thence North 62° 16' West by said Hanson land, 100 feet to the westerly corner thereof; thence North 27° 44' East by said Hanson land and by land conveyed by Robert V. Low to Walter A. Bowie by deed dated January 2, 1920 and recorded in said Registry, Book 1042, Page 149, 125 feet to the northerly corner thereof; thence South 62° 16' East by said Bowie land, 100 feet to the northwesterly side line of Allen Avenue; thence North 27° 44' East by Allen Avenue, 50 feet to the southerly corner of land conveyed by Byron R. Low, et al, to Robert E. D. Low by deed dated March 24, 1948 and recorded in said Registry, Book 1904, Page 173; thence North 62° 16' West by said Low land 125.02 feet to the westerly corner thereof; thence North 27° 48' East by said Low land and by land conveyed by J. Everett Low to Edwin R. Low by deed dated July 31, 1948 and recorded in said Registry, Book, 1926, Page 232, 152.03 feet to the southwesterly side line of land now or formerly of Clifton W. Gilman, et al; thence North 48° 45 1/2' West by said Gilman land 281.48 feet to an iron on the southeasterly side line of land of Portland Terminal Company; thence South 42° 16' West by said Portland Terminal Company land, 272.35 feet to an iron; thence South 56° 05' West by said Company land, 164.19 feet to an iron at the northerly corner of land conveyed by Anna T. Beckwith to Ethel S. Brown, et al, by deed dated April 6, 1949 and recorded in said Registry, Book 1951, Page 202; thence South 42° 12' East

by said Brown land, 449.15 feet to an iron at the westerly corner of said Smith land; thence North 27° 44' East by said Smith land, 50.08 feet to the northerly corner thereof; thence South 62° 16' East by said Smith land, 123 feet to the point of beginning.

Together with the benefit of the 15 foot right of way reserved in said deed to Donald E. Smith, et al. This conveyance is made subject, however, to the right of way conveyed by Robert B. Low to Fremont L. Wescott by deed dated February 2, 1906 and recorded in said Registry, Book 1734, Page 25.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to Paula Coppersmith, her heirs and assigns, to them and their use and behoof forever.

And except as expressly set forth in the paragraph immediately below, we do covenant with the said Grantee, that we are lawfully seised in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, her heirs and assigns, forever, against the lawful claims and demands of all persons.

Notwithstanding the foregoing, the Grantors merely quit-claim and release without covenants, warranties, and/or representations of any kind or any nature to this Grantee the following two parcels (and any interest in or rights thereto):

- (a) That fifteen (15) foot right-of-way set forth and described at ove; and
- (b) That fifty (50) foot swath of land along Allen Avenue and extending northward for approximately one hundred (100) feet on the southerly side and 125.02 feet on the northerly side and running between the realty/parcels now or formerly of Frank W. Prouty and Henry L. Fossett, et al., all as depicted on a Plan for the Estate of J. Everett Low by H.I. and E.C. Jordan, Civil Engineers, said Plan dated April, 1956. It is the understanding of these Grantors that the parcel formerly belonging to Henry L. Fossett is now owned by Jillaine and Timothy Rabine.

Being the same premises as those conveyed to these Grantors by warranty deed of Edwin R. Low and Virginia B. Low, said deed dated March 1, 1968 and recorded in the Cumberland County Registry of Deeds at Book 3030, Page 848.

IN WITNESS WHEREOF, we, the aforesaid Charles P. Chandler and Florence P. Chandler, being husband and wife and joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights to the above described premises, have hereunto set our hands and seals this 1st day of August, 2003.

Signed, Sealed and Delivered
in the presence of

David Turek to

Charles P. Chandler
Charles P. Chandler

Both

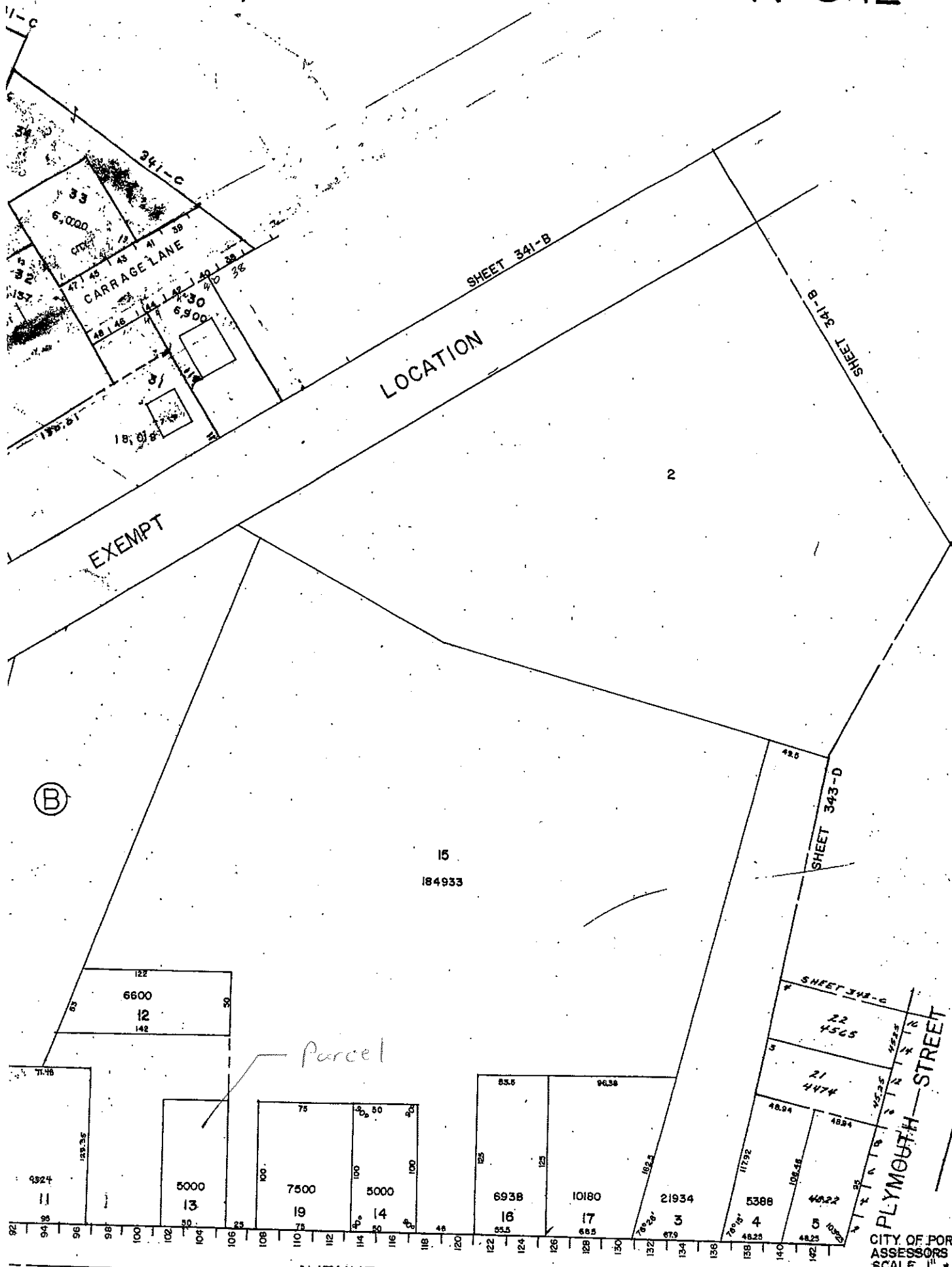
Florence P. Chandler
Florence P. Chandler

STATE OF MAINE
COUNTY OF CUMBERLAND

1 August, 2003.

Personally appeared before me the above named Charles P. Chandler and Florence P. Chandler, who acknowledged the foregoing instrument to be their free act and deed.

David S. Turek, Esq
Notary Public/Attorney at Law
David S. Turek, Esq



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

Current Owner Information

Card Number	1 of 1
Parcel ID	342 B013001
Location	102 ALLEN AVE
Land Use	SINGLE FAMILY
Owner Address	COPPERSMITH PAULA 12 EAGLE DR WINDHAM ME 04062
Book/Page	19927/307
Legal	342-B-13 ALLEN AVE 102-104 PROPOSED ST 5000 SF

Valuation Information

Land	Building	Total
\$30,770	\$101,640	\$132,410

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
1930	Colonial	2	2288	0.115	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement
4	2	1	9	Unfin	Full

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
------	----------	------------	------	-------	-----------

Sales Information

Date	Type	Price	Book/Page
08/01/2003	LAND + BLDING	\$275,000	19927-307
12/04/1997	LAND		13478-093

Picture and Sketch

Picture

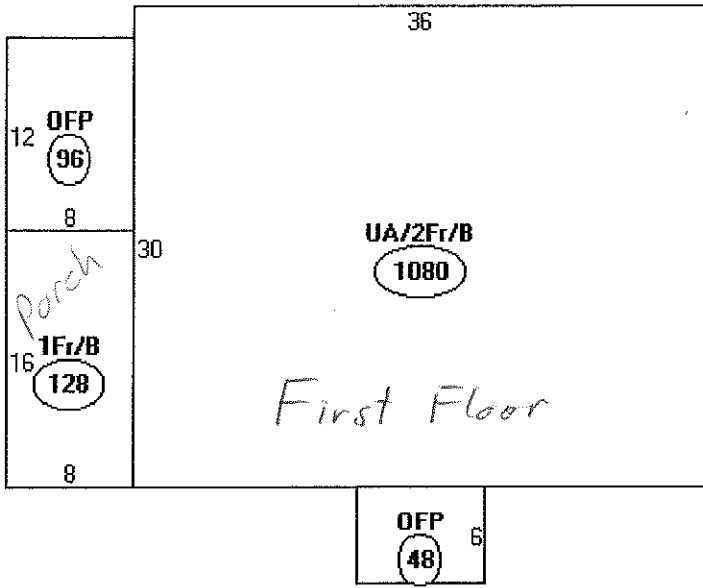
Sketch

[Click here](#) to view Tax Roll Information.

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

New Search!





Descriptor/Area

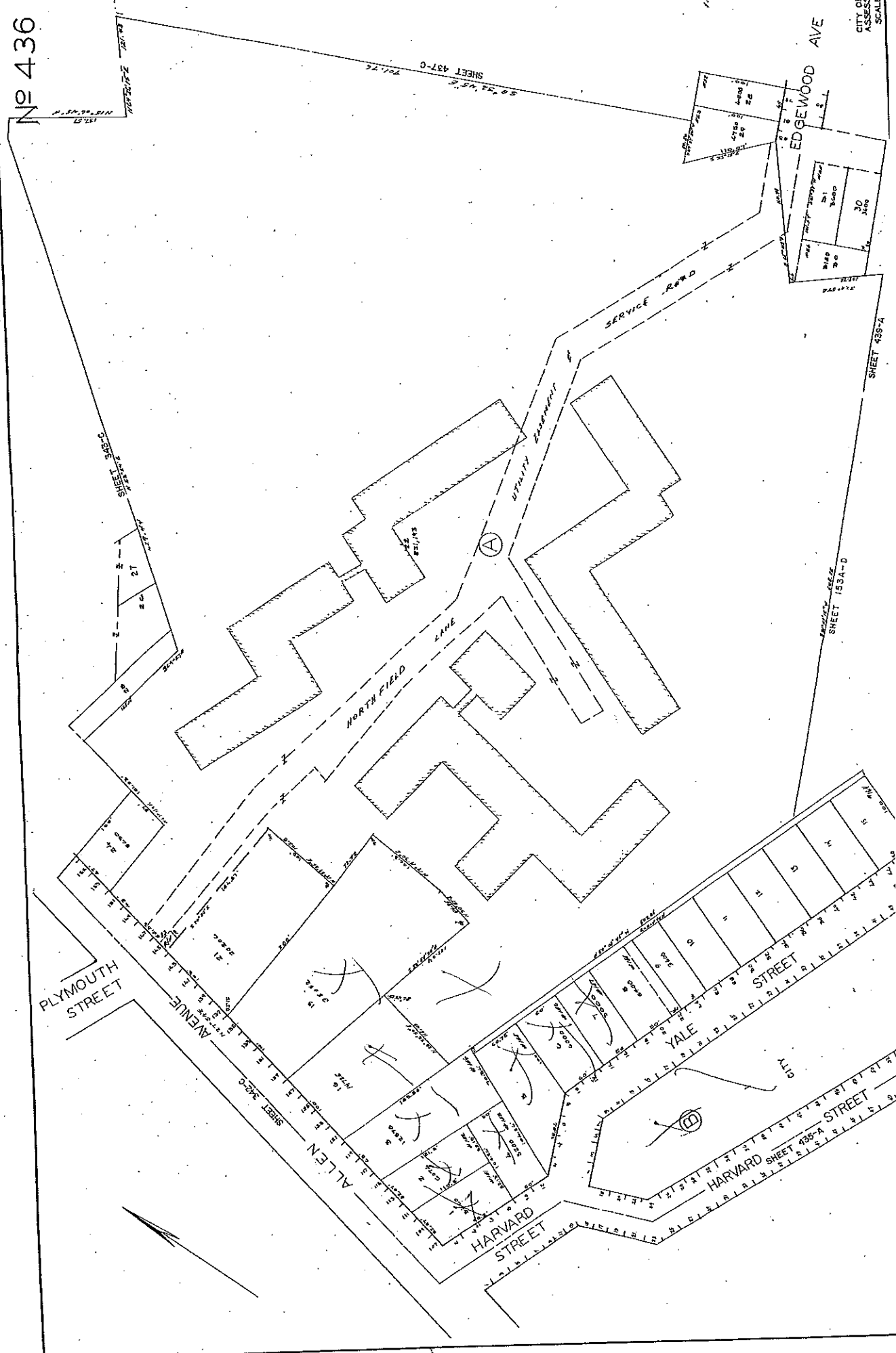
A: UA/2Fr/B
1080 sqft

B: 1Fr/B
128 sqft

C: OFP
96 sqft

D: OFP
48 sqft

№ 436



N 342

