

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Zoning Copy**

2007-0016

Application I. D. Number

1/22/2007

Application Date

Amendment to Plan - Washington Gar

Project Name/Description

Portland Housing Authority

Applicant

14 Baxter Blvd, Portland, ME 04101

Applicant's Mailing Address

577 - 577 Washington Avenue, Portland, Maine

Address of Proposed Site

428 B018001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Applicant Ph: (207) 773-4753 Applicant Fax: (207) 761-5886

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail

Manufacturing Warehouse/Distribution Parking Lot Apt 0 Condo 0 Other (specify) Amendment to Plan

.22

R5

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

- Site Plan (major/minor) Zoning Conditional - PB Subdivision # of lots _____
- Amendment to Plan - Board Review Zoning Conditional - ZBA Shoreland Historic Preservation DEP Local Certification
- Amendment to Plan - Staff Review Zoning Variance Flood Hazard Site Location
- After the Fact - Major Stormwater Traffic Movement Other _____
- After the Fact - Minor PAD Review 14-403 Streets Review

Fees Paid: Site Plan \$250.00 Subdivision _____ Engineer Review _____ Date 1/25/2007

Zoning Approval Status:

Reviewer Marge S. - QMAP

- Approved Approved w/Conditions See Attached Denied

Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance _____ signature _____ date _____

Approved on 2/22/07
BALMOR

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

- Performance Guarantee Accepted _____ date _____ amount _____ expiration date
- Inspection Fee Paid _____ date _____ amount _____
- Building Permit Issue _____ date _____
- Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____
- Temporary Certificate of Occupancy _____ date _____ Conditions (See Attached) _____ expiration date
- Final Inspection _____ date _____
- Certificate Of Occupancy _____ date _____
- Performance Guarantee Released _____ date _____
- Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date
- Defect Guarantee Released _____ date _____ signature _____

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
HEC...

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
JAN 31 2007
RECEIVED

1/31/07

Steve Thomas

Applicant: Paul ~~AND~~ Housing - MARK

Date: 1/29/07

Address: 577 Washington

C-B-L: 428-B-018

CHECK-LIST AGAINST ZONING ORDINANCE

Date - Existing Washington Garden Apts - #06-1575

? Zone Location - R-5

Interior or corner lot -

Proposed Use/Work - to add this previously residential Bldg that will now be offices for the ^{new} project behind it

Sewage Disposal -

Lot Street Frontage -

Front Yard -

Rear Yard -

Side Yard -

Projections -

Width of Lot -

Height -

Lot Area -

9,045 sq ft -

3,499 ^{sq ft} After adding

Lot Coverage/Impervious Surface -

Area per Family -

→ Off-street Parking - confirm # of parking spaces, 1,347 sq ft ÷ 400 = 3.37

Loading Bays - NA

Site Plan -

Administrative review to amend an old site plan

2007-0016
Shoreland Zoning/Stream Protection -

Washington Garden Apts

Flood Plains -

3 pks
SPC
ref

MEMORANDUM

To: FILE

From: Marge Schmuckal

Dept: Zoning

Subject: Application ID: 2007-0016

Date: 2/20/2007

The offices proposed for 577 Washington Avenue are considered an accessory use to the principal housing project. The house at 577 Washington Avenue will revert back to a single family dwelling or other R-5 permitted use at such time that the Portland Housing Authority or the the Portland Housing Development Corporation or other affiliate of the Portland Housing Authority sell or lease the property to another entity.

Separate permits for the change of use through Inspection Services shall be required after site plan approval.

Marge Schmuckal

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 06-1575	Date Applied For: 10/27/2006	CBL: 428 B018001
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Location of Construction: 577 WASHINGTON AVE	Owner Name: PORTLAND HOUSING DEVELO	Owner Address: 14 BAXTER BLVD	Phone:
Business Name:	Contractor Name: Portland Housing Development/ Ma	Contractor Address: 117 Anderson Street Portland	Phone: (207) 221-8985
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Portland Housing Office- Change of use from SFH to accessory office associated w/ Washington Gardens & Office renovations to provide handicap accessibility to first floor	Proposed Project Description: Change of use from SFH to accessory office associated w/ Washington Gardens & Office renovations to provide handicap accessibility
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 02/23/2007

Note: Marge signed off on side setback on a side street setback encroachment on 10/10/06 under section 14-433. **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) The offices proposed for 577 Washington Avenue are considered an accessory use to the principal housing project. The house at 577 Washington Avenue will revert back to a single family dwelling or other R-5 permitted use at such time that the Portland Housing Authority or the the Portland Housing Development Corporation or other affiliate of the Portland Housing Authority sell or lease the property to another entity.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 03/14/2007

Note: **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire **Status:** Approved **Reviewer:** Cptn Greg Cass **Approval Date:** 03/01/2007

Note: **Ok to Issue:**

Comments:

11/2/2006-amachado: Left message for Mark Dromgoole at Portland Housing Development. The last legal use we have for this property is a single family home. It is located in the R5 district. If the building is being used as offices for Washington Garden Apartments, then this is not a legal use and it is not allowed in the R5 zone.

11/3/2006-amachado: Spoke to Mark Dromgoole. Told him that he needs to do a site plan amendment to Washington Gardens to add the two properties. Then the building used as offices could be considered an accessory use. He also needs to file a change of use application.

2/23/2007-amachado: Site plan amendment to Washington Gardens has been tentatively approved (2/22/07). This permit was changed to include the change of use application.

2/23/2007-amachado: Applicant owes for certificate of occupancy.

gta'2 architects

44 oak street
portland, me 04101
207.771.5461



January 20, 2007

**WASHINGTON GARDENS APARTMENTS
AMENDMENT TO EXISTING SITE PLAN**
577 Washington Avenue

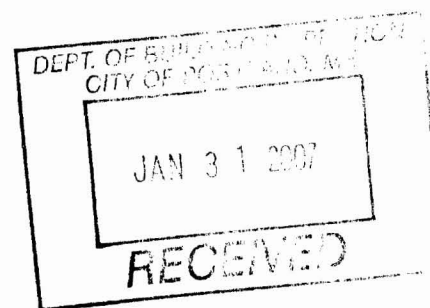
Portland Housing Authority
14 Baxter Boulevard
Portland, Maine 04101

LIST OF DOCUMENTS:

- a. COPY OF APPLICATION
- b. COVER LETTER
- b.1 EXHIBIT 'A'- PHOTOGRAPHS OF EXISTING STRUCTURE

- c. **SITE PLANS/DRAWING LIST:**
 - S.1.1 SURVEY OF SMALL PARCEL TO BE ADDED
 - SI.2 SITE INFORMATION
 - A.1 SITE WORK (SMALL PARCEL)
 - A.4 ACCESSIBLE RAMP ELEVATIONS
 - S1 SITE PLAN, GRADING PLAN (EXISTING HOUSING COMPLEX)
 - S2 LAYOUT PLAN (EXISTING HOUSING COMPLEX)
 - S3 SITE UTILITY PLAN (EXISTING HOUSING COMPLEX)
 - S4 ROAD AND SEWER PROFILES (EXISTING HOUSING COMPLEX)
 - S5 SITE DETAILS (EXISTING HOUSING COMPLEX)
 - S6 PLANTING PLAN (EXISTING HOUSING COMPLEX)
 - SME-1 MECHANICAL AND ELECTRICAL DRAWINGS (EXISTING HOUSING COMPLEX)

- d. 11x 17 COPIES OF DRAWINGS





City of Portland Site Plan Application

If you or the property owner owes real estate taxes, personal property taxes or user charges on any property within the City, payment arrangements must be made before permit applications can be received by the Inspections Division.

Address of Proposed Development: 577 WASHINGTON AVENUE		Zone: R-5		
Existing Building Size:	1347 sq. ft.	Proposed Building Size:	1549 sq. ft.	
Existing Acreage of Site:	9454 sq. ft.	Proposed Acreage of Site:	.22 sq. ft.	
Tax Assessor's Chart, Block & Lot:		Property owner's mailing address:	Telephone #:	
Chart# 482	Block# B	PORTLAND HOUSING AUTHORITY 14 BAXTER BOULEVARD PORTLAND, MAINE 04101		773.4753
428	C			
Consultant/Agent, mailing address, phone # & contact person:		Applicant's name, mailing address, telephone #/Fax#/Pager#:	Project name:	
GTA2 ARCHITECTS 44 OAK STREET PORTLAND, MAINE 04101 207.771.5461		MARK ADELSON PORTLAND HOUSING AUTHORITY 14 BAXTER BOULEVARD PORTLAND, MAINE 04101 773.4753 761.5886 FAX	WASHINGTON GARDENS	

Fee For Service Deposit (all applications) X (\$200.00)

Proposed Development (check all that apply)

New Building
 Building Addition
 Change of Use
 Residential
 Office
 Retail
 Manufacturing
 Warehouse/Distribution
 Parking lot
 Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ + major site plan fee if applicable
 Site Location of Development (\$3,000.00)
 (except for residential projects which shall be \$200.00 per lot _____)
 Traffic Movement (\$1,000.00)
 Storm water Quality (\$250.00)
 Section 14-403 Review (\$400.00 + \$25.00 per lot)
 Other AMENDMENT TO EXISTING SITE PLAN TO ALLOW FOR ACCESSORY USE

Major Development (more than 10,000 sq. ft.)

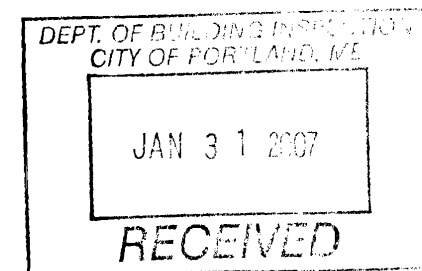
Under 50,000 sq. ft. (\$500.00)
 50,000 - 100,000 sq. ft. (\$1,000.00)
 Parking Lots over 100 spaces (\$1,000.00)
 100,000 - 200,000 sq. ft. (\$2,000.00)
 200,000 - 300,000 sq. ft. (\$3,000.00)
 Over 300,000 sq. ft. (\$5,000.00)
 After-the-fact Review (\$1,000.00 + applicable application fee)

Minor Site Plan Review

Less than 10,000 sq. ft. (\$400.00)
 After-the-fact Review (\$1,000.00 + applicable application fee)

Plan Amendments

Planning Staff Review (\$250.00)
 Planning Board Review (\$500.00)



~ Please see next page ~

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

MR. MARK ADELSON, DEPUTY EXECUTIVE DIRECTOR
PORTLAND HOUSING AUTHORITY
14 BAXTER BOULEVARD
PORTLAND, MAINE 04101
207.773.4753

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans checklist
- d. 1 set of 11 x 17 plans

Amendment to Plans: Amendment applications should include 9 separate packets of the above (a, b, & c)

ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process which is available on our web site: portlandmaine.gov

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

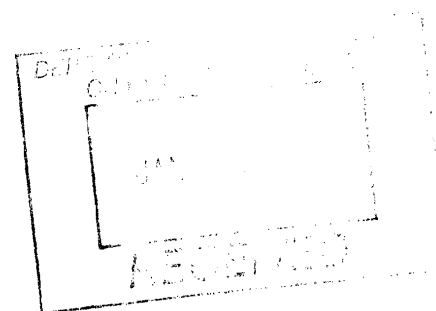
Signature of applicant:

Mark Adelson

Date:

1/19/07

This application is for site review ONLY; a building Permit application and associated fees will be required prior to construction.





City of Portland, Maine Site Plan Checklist

Project Name, Address of Project
Number

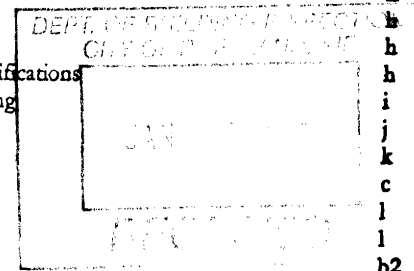
Application

Submitted () & Date
(b,c)

Item Required Information

Section 14-525

_____	(1)	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:	1
_____	(2)	Name and address of applicant and name of proposed development	a
_____	(3)	Scale and north points	b
_____	(4)	Boundaries of the site	c
_____	(5)	Total land area of site	d
_____	(6)	Topography - existing and proposed (2 feet intervals or less)	e
_____	(7)	Plans based on the boundary survey including:	2
_____	(8)	Existing soil conditions	a
_____	(9)	Location of water courses, marshes, rock outcroppings and wooded areas	b
_____	(10)	Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used	c
_____	(11)	Approx location of buildings or other structures on parcels abutting the site	d
_____	(12)	Location of on-site waste receptacles	e
_____	(13)	Public utilities	e
_____	(14)	Water and sewer mains	e
_____	(15)	Culverts, drains, existing and proposed, showing size and directions of flows	e
_____	(16)	Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed	f
_____	(17)	Location and dimensions of on-site pedestrian and vehicular access ways	g
_____	(18)	Parking areas	g
_____	(19)	Loading facilities	g
_____	(20)	Design of ingress and egress of vehicles to and from the site onto public streets	g
_____	(21)	Curb and sidewalks	g
_____	(22)	Landscape plan showing:	h
_____	(23)	Location of existing proposed vegetation	h
_____	(24)	Type of vegetation	h
_____	(25)	Quantity of plantings	h
_____	(26)	Size of proposed landscaping	h
_____	(27)	Existing areas to be preserved	h
_____	(28)	Preservation measures to be employed	h
_____	(29)	Details of planting and preservation specifications	h
_____	(30)	Location and dimensions of all fencing and screening	i
_____	(31)	Location and intensity of outdoor lighting system	j
_____	(32)	Location of fire hydrants, existing and proposed	k
_____	(33)	Written statement	c
_____	(34)	Description of proposed uses to be located on site	1
_____	(35)	Quantity and type of residential, if any	1
_____	(36)	Total land area of the site	b2
_____	(37)	Total floor area and ground coverage of each proposed building and structure	b2
_____	(38)	General summary of existing and proposed easements or other burdens	c3
_____	(39)	Method of handling solid waste disposal	4
_____	(40)	Applicant's evaluation of availability of off-site public facilities, including sewer, water and streets	5
_____	(41)	Description of any problems of drainage or topography, or a representation that there are none	6
_____	(42)	An estimate of the time period required for completion of the development	7
_____	(43)	A list of all state and federal regulatory approvals to which the development may be subject to. **	8



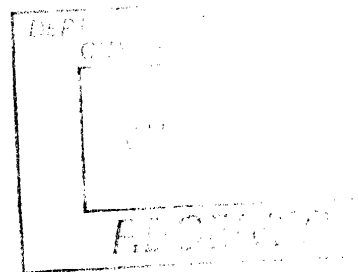
_____	(44)	The status of any pending applications	8
_____	(45)	Anticipated timeframe for obtaining such permits	b8
_____	(46)	A letter of non jurisdiction	b8
_____	(47)	Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved.	

**** If project consists of soil disturbance of over one acre, a Maine Construction General Permit is required from the Maine Department of Environmental Protection.**

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- drainage patterns and facilities;
- erosion and sedimentation controls to be used during construction;
- a parking and/or traffic study;
- emissions; and
- a wind impact analysis.
- an environmental impact study;
- a sun shadow study;
- a study of particulates and any other noxious
- a noise study;

Other comments:



44 oak street
portland, me 04101
207.771.5461



January 20, 2007

**WASHINGTON GARDENS APARTMENTS
AMENDMENT TO EXISTING SITE PLAN**
577 Washington Avenue

Portland Housing Authority
14 Baxter Boulevard
Portland, Maine 04101

To whom it may concern:

The Portland Housing Authority would like to utilize an existing dwelling located abutting its Washington Avenue Apartment complex as a project office to serve the tenants of Washington Gardens. The parcel on which the dwelling is located would be transferred to the PHA in the form of a long term lease with an option to purchase (copy attached).

The following information is intended to supplement the Site Plan Checklist. In some instances requested information is not provided due to small site size and minimal site improvements to be performed. The exterior improvements consist of the construction of a wood framed accessible ramp attached to an existing single family dwelling that will be converted to project offices. See 'Item 34'

Items 1,2,3,4,5-

See attached sheet S-1, S1.2, S.1.1

Item 6-

See attached sheet S-1, S.1.1, information shown as spot grades due to small site size and flatness of site.

Item 7-

See attached sheet S.1.1, A.1

Item 8-

Minimal soil bearing requirements required for ramp construction.

Item 9-

N/A

Item 10-

See attached sheet S.1, S.1.1., A.1, A.4

Total existing ground floor area: 1347sf, existing building footprint on new parcel

Total proposed ground floor area of ramp:202sf

See attached sheet A-1and A-4; ramp construction only. No modifications to existing structures in Washington Gardens Project.

Item 11-

See attached sheet S-1, S.1.1-

Item 12-

Apartment complex trash collected by a private company, contracted by the PHA.

Item 13-

Existing services in place adequate for intended use.

See attached SME-3 for adjacent larger parcel public utilities

Item 14-

Existing services in place adequate for intended use.

See attached S-3 and S-4 for adjacent larger parcel water and sewer.

Item 15-

See S.1.1 for parcel to be added.

See S-1 and S-5 for adjacent larger parcel.

Item-16

See sheet S-2 for adjacent larger parcel.

No easements present on parcel to be added.

Item-17, 18, 19, 20, 21

See sheet S.1.1, A-1 for parcel to be added

See sheet S-2 for larger parcel

Item-22, 23, 24, 25, 26, 27, 28, 29

Existing planting to be maintained, see attached photographs, exhibits: 1, 2, 3, and 4

See sheet S-6 for existing larger parcel

Item-30

None planned

Item-31

See sheet SME-1 for existing larger parcel

None planned on parcel to be added.

Item-32

See sheet S-3

Item-33

(c) Written Statements

- (3) There are no known easements (existing or proposed) on the property to be added to Washington Garden site-plan.
- (4) The addition of this office space to the Washington Garden site plan will add a negligible amount of solid waste to the current waste stream at this location. It is estimated to be two (2) 30 gallon bags per week. The solid waste from the development is picked up by a private contractor hired by the Portland Housing Authority.
- (8) There are no state or federal regulatory requirements that need approval prior to adding this accessory office space Washington Gardens site plan.
- (9) The financing to undertake the renovation of this office space comes from the Portland Housing Authority's 2006 Capital Grant. We estimate the cost to be \$35,000.

(10)The applicant's right, title and interest is contained in the attached lease with an option to purchase between the owner (Portland Housing Development Corp.) and the Tenant (Portland Housing Authority) dated January 19, 2007

Item-34

The parcel that is to be attached to the Washington Gardens Elderly Housing Project contains an existing single family house that will house on site offices for a project manager, a housing officer, a housing clerk and a small conference room to handle meetings with tenants.

Item-35

No additional units will be added.

Item-36

The total land area of the existing Washington Gardens Housing Project is:

139,321 sf (3.27 acres)

The land area of the parcel to be added is:

9454 sf (.22 acres)

Grand total of combined parcels:

148,775 sf (3.49 acres)

Information taken from assessor's maps

Item-37

The addition of an exterior ramp will add 202.3 sf of ground coverage.

Item-38

The new parcel has no easements or proposed easements or other burdens to the best of our knowledge.

The larger adjacent parcel has easements for PWD along the easterly property line.

Item-39

The Portland Housing Authority uses a private contractor to handle its solid waste collection.

Item-40

The proposed conversion of the single family dwelling on the parcel to be added to the Washington Garden Housing Project will not generate an increase in use of any off site public facilities, including sewer, water and streets.

Item-41

The existing project and the proposed additional parcel has no known drainage issues. The addition of a handicap ramp will not affect the drainage conditions.

Item-42

The work involved on this project will take about (6) six weeks.

Item 43

There are no state or federal regulatory requirements that need approval prior to adding this accessory office space

Item 44

There are no pending applications for this project.

Item 45

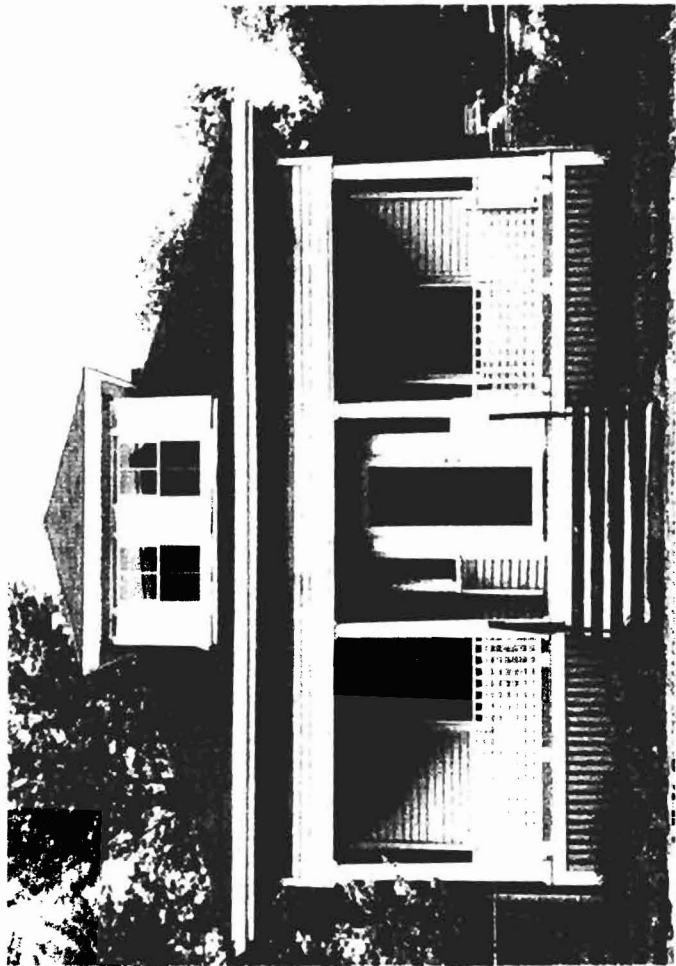
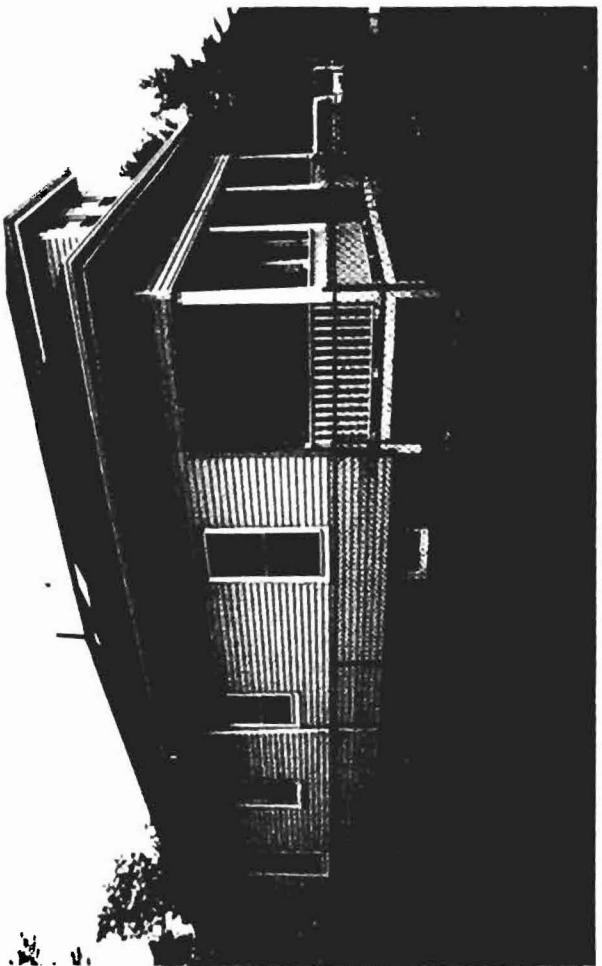
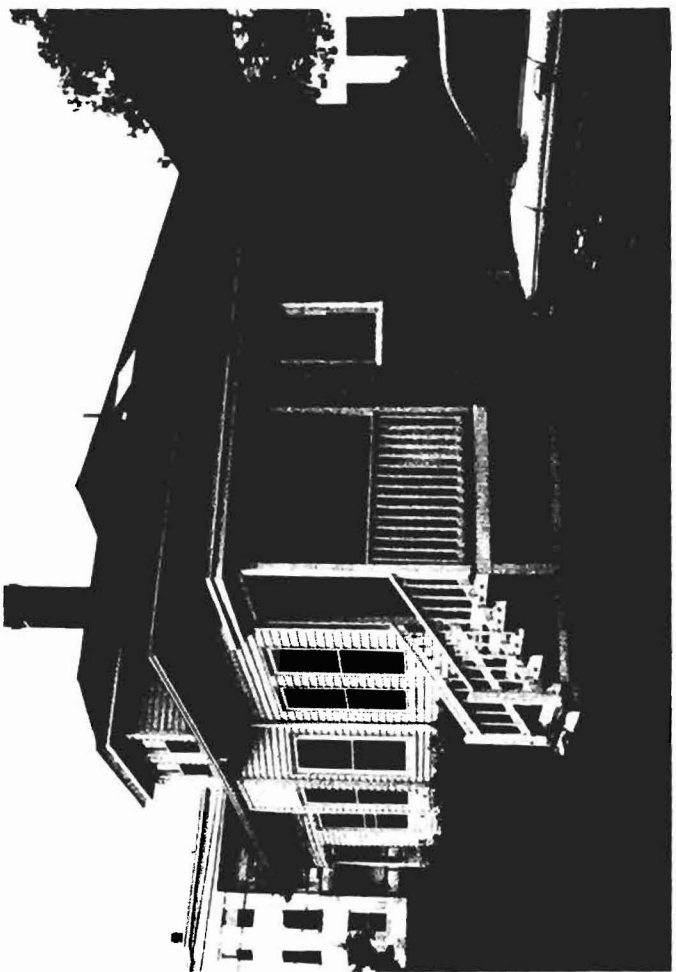
N/A

Item 46

No approvals are necessary.

Item 47

The Portland Housing Authority will fund this work from their 2006 Capital Grant. The Portland Housing Authority would engage the services of an insured, experienced General Contractor to perform the modifications required on this project. The Portland Housing Authority will provide further certification of financial and technical capability upon request.



LEASE AGREEMENT

THIS LEASE (this "Lease") is made this 19 day of January, 2007, by and between PORTLAND HOUSING DEVELOPMENT CORPORATION, a Maine non-profit corporation having a mailing address of 14 Baxter Boulevard, Portland, Maine 04101-1822 ("Landlord"), and PORTLAND HOUSING AUTHORITY, a public body, corporate and politic, having an office and mailing address at 14 Baxter Boulevard, Portland, Maine 04101-1822 ("Tenant").

WITNESSETH:

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

SECTION 1. Premises: Landlord hereby leases, demises and lets to Tenant, and Tenant hereby takes and hires from Landlord, for the term and subject to the terms, conditions, covenants and provisions set forth in this Lease, the following described premises (the "Premises"):

A certain lot or parcel of land together with the buildings and improvements thereon situated on the Northeasterly side of Washington Avenue at East Deering in the City of Portland, County of Cumberland and State of Maine, and being more particularly bounded and described as follows:

Beginning at a point in the Northeasterly side line of said Washington Avenue, which point is distant one hundred and forty-five (145) feet Northwesterly on said side line from the corner of the lot now or formerly of James L. Pierce, and which point is also the corner formed by the northeasterly side line of said Washington Avenue and the Westerly side line of a street known as F Street, thence Northeasterly at right angles or nearly so to Washington Avenue and along the Westerly side line of said F Street, ninety-six (96) feet; thence northwesterly in a straight line forty-nine (49) feet more or less to the Northeasterly corner of the lot of land James Lucas conveyed to Edward W. Conroy January 5th, 1886; thence Southwesterly by said Conroy lot ninety-six (96) feet, more or less, to the Northeasterly side line of Washington Avenue; thence Southeasterly along the said side line of Washington Avenue forty-nine (49) feet more or less to the point of beginning.

Also a certain lot of land situated in said Portland, County of Cumberland and State of Maine and more particularly described as, viz: Real Estate, Portland, Maine Assessor's Plans on file in Assessor's Office, City Hall, 428-B-19, Churchill St., 10-12, consisting of approximately 4899 square feet.

Being the same premises conveyed to Portland Housing Development Corporation by a Deed of Sale by Personal Representative of the Estate of Marion B. Easler, dated October 14, 2003 and recorded in Book 20474, Page 21 of the Cumberland County Registry of Deeds.

SECTION 2. Term: (a) The term of this Lease shall commence on the date hereof and shall expire on December 31, 2008, unless extended as hereinafter provided.

(b) Tenant shall have the right to extend the term of this Lease for one (1) additional period of two (2) years by giving written notice to Landlord of the exercise of such right at least ninety (90) days prior to the expiration of the initial term, and upon the giving of such notice, and without any further instrument, writing or agreement, the term of this Lease shall be so extended. Such extended term shall be on all of the same terms and conditions as are contained in this Lease except for this right of extension.

SECTION 3. Rent: During the term of this Lease, Tenant shall not be required to pay to Landlord any rent or other sums for use and occupancy of the Premises, it being intended by the parties that, as consideration for this Lease, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises during the term of this Lease shall be the obligations of Tenant.

SECTION 4. Use and Restrictions: The Premises shall be used for office and administrative purposes and for other uses that are permitted as "accessory uses" under the City of Portland Zoning Ordinance with respect to the adjacent property owned by Tenant, known as "Washington Gardens", and operated by Tenant as an apartment complex.

SECTION 5. Taxes: (a) To the extent that the Premises shall be exempt from real estate taxes under existing laws, rules, regulations and/or decisions, Landlord agrees that it will take such reasonable measures as shall be within its powers to preserve the tax exempt status of the Premises. In the event that a change shall occur in any law, statute or decision resulting in the Premises becoming subject to any Taxes (as hereinafter defined), Tenant shall pay all such Taxes as provided in the following paragraph.

(b) Tenant shall, during the term of this Lease, as additional rent, pay and discharge punctually or cause to be paid and discharged punctually, as and when the same shall become due and payable, any and all taxes, special and general assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, or any buildings, appurtenances or equipment thereon or therein or any part thereof ("Taxes"), together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments.

SECTION 6. Improvements, Repairs, Additions, Maintenance: Tenant shall have the right to construct upon the Premises such buildings, appurtenant structures, additions and improvements as Tenant shall desire, provided, however, that all such buildings, structures, additions and other improvements shall be constructed in a good and workmanlike manner, in compliance with all applicable building and zoning codes and ordinances, and in accordance with construction plans which shall have received the prior approval of Landlord. Any buildings, structures, additions and improvements constructed upon the Premises shall be removed by Tenant upon the expiration of the term if so requested by Landlord. Tenant alone shall be responsible for

maintaining the buildings and improvements upon the Premises, and Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations upon or to the Premises during the term of this Lease. Tenant shall maintain the buildings and improvements in at least as good condition and repair as they were at the commencement of this Lease, ordinary wear and tear excepted.

SECTION 7. Requirements of Public Authority: During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town and city governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed.

SECTION 8. Covenant Against Liens: If, because of any act or omission of Tenant or any subtenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within one hundred twenty (120) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs (including reasonable attorneys' fees), liabilities, suits, penalties, claims and demands resulting therefrom.

SECTION 9. Access to Premises: Landlord shall have the right to enter upon the Premises at all reasonable times to examine the same provided such entry shall not unreasonably interfere with any lawful activities then being conducted on the Premises.

SECTION 10. Indemnity: Tenant shall indemnify and save harmless Landlord from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees and expenses), damages, penalties and judgments arising from injury to person or property sustained by anyone in and about the Premises unless resulting from the affirmative acts or negligence of Landlord or Landlord's agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter. Except for its affirmative acts or negligence or the affirmative acts or negligence of its agents, servants, employees or contractors, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's agents, servants, employees, contractors or sublessees.

SECTION 11. Insurance: (a) Tenant shall, unless waived by Landlord, keep in force during the term of this Lease, at Tenant's expense, commercial general liability insurance having a combined single and general aggregate limit (or the equivalent) of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of person in a single accident or occurrence, and for damage to property, in companies qualified to do business in the State of Maine, listing Landlord, Tenant and any designees of either having an interest in the Premises, as named insured.

(b) Tenant, at its expense, shall also during the term of this Lease keep all buildings and improvements upon the Premises insured against loss or damage by fire or other perils under one

or more special form property insurance policies at ninety percent (90%) of replacement cost. All proceeds payable at any time under such policies shall be payable jointly to Landlord and Tenant to be used in the repair, restoration and/or replacement of the damaged buildings and/or improvements.

SECTION 12. Damage or Destruction: In the event the buildings or improvements upon the Premises shall be damaged or destroyed during the term of this Lease by fire or other cause within the coverage of the insurance policies carried by Tenant in accordance with the provisions of this Lease, then Tenant, at its own cost and expense, shall cause the same to be repaired, restored, replaced or rebuilt as soon as reasonably possible using the insurance proceeds received by Landlord and Tenant as a result of such damage or destruction, but Tenant shall not be required hereby to expend any sums in excess of the insurance proceeds received by Tenant so long as Tenant has maintained the insurance required by the provisions of this Lease.

SECTION 13. Purchase Option: Tenant shall have the exclusive option ("Purchase Option") at any time during the term of this Lease to purchase the Premises at the then fair market value thereof. To exercise the Purchase Option, Tenant must provide Landlord with written notice of its election to exercise the Purchase Option ("Election Notice") at least sixty (60) days prior to the expiration of the term. Upon receipt of the Election Notice by Landlord, Landlord and Tenant shall attempt to agree upon the fair market value of the Premises, provided that if Landlord and Tenant shall fail to agree upon the fair market value of the Premises within thirty (30) days after the receipt of the Election Notice, the fair market value of the Premises shall be determined by a qualified real estate appraiser acceptable to Landlord and Tenant. A closing shall be held in a timely manner after the fair market value of the Premises has been determined either by agreement or appraisal. At closing, Tenant shall pay Landlord the fair market value of the Premises as so determined and Landlord shall convey to Tenant good and marketable title to the Premises by quit-claim deed with covenant, free and clear of all liens and encumbrances.

SECTION 14. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

SECTION 15. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 16. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner for the time being of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

SECTION 17. Entire Agreement: No oral statements or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Agreement shall not be modified or cancelled except by writing subscribed by all parties.

SECTION 18. Parties: The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

LANDLORD:
PORTLAND HOUSING DEVELOPMENT
CORPORATION

Ma. R. B. Cichla

By: [Signature]

Its: President

TENANT:
PORTLAND HOUSING AUTHORITY

Ma. R. B. Cichla

By: [Signature]

Its: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND

1/19, 20087

Then personally appeared before me the above named Bruce R. Loring,
President of said Portland Housing Development Corporation and
acknowledged the foregoing instrument to be his free act and deed in his said capacity and the
free act and deed of said corporation.

[Signature]

Notary Public

Name: _____

My Commission Expires: _____

WASHINGTON GARDENS APARTMENTS-AMENDMENT T

SITE PLAN, GR

L

SITE U

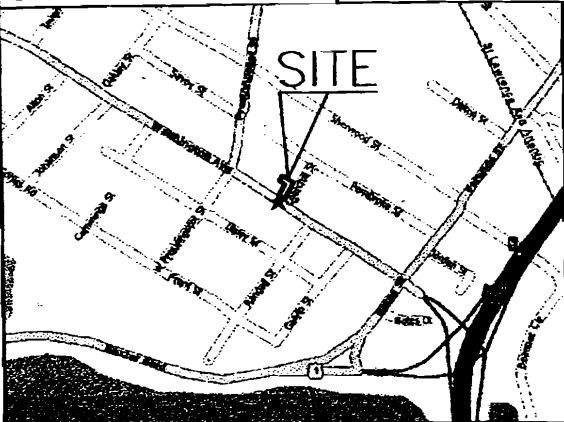
ROAD AND SEWE

S

PLA

MECHANICAL AND ELECTRICAL

SITE LOCATION MAP:



N/F
PORTLAND HOUSING
AUTHORITY
TAX MAP 428-B-22

N/F
PORTLAND HOUSING
AUTHORITY
TAX MAP 428-B-22

N/F
MARY ANNE PAPI
14361/303

N/F
PORTLAND HOUSING
DEVELOPMENT CORP.
20474/021

GENERAL NOTES:

1. RECORD OWNER (PAGE 21 AS RECORD)
2. BEARINGS ARE BASED ON A SURVEY, UTILIZING THE LIETZ SOKKISHA S MAGNETIC COMPASS.
3. ELEVATIONS ARE FOUND 11 FEET SOUTH OF WASHINGTON AVENUE AND WASHINGTON AVENUE.
4. REFERENCE IS MADE TO THE CITY OF PORTLAND.
5. AREA OF SUBJECT PROPERTY IS SHOWN BY A DOTTED LINE.
6. THERE WERE NO ADJACENT SUBJECT PROPERTY.
7. ZONING: R-3 RE ZONING SETBACKS: FRONT 10 FT, SIDE 5 FT, REAR 5 FT.
8. NOTE: THE BOUNDARIES AND DEED DIMENSIONS ARE THE STATUS OF BOUNDARIES.

MINIMUM LOT
MINIMUM LOT
MAXIMUM BUILDING
MAXIMUM LOT

8. NOTE: THE BOUNDARIES AND DEED DIMENSIONS ARE THE STATUS OF BOUNDARIES.

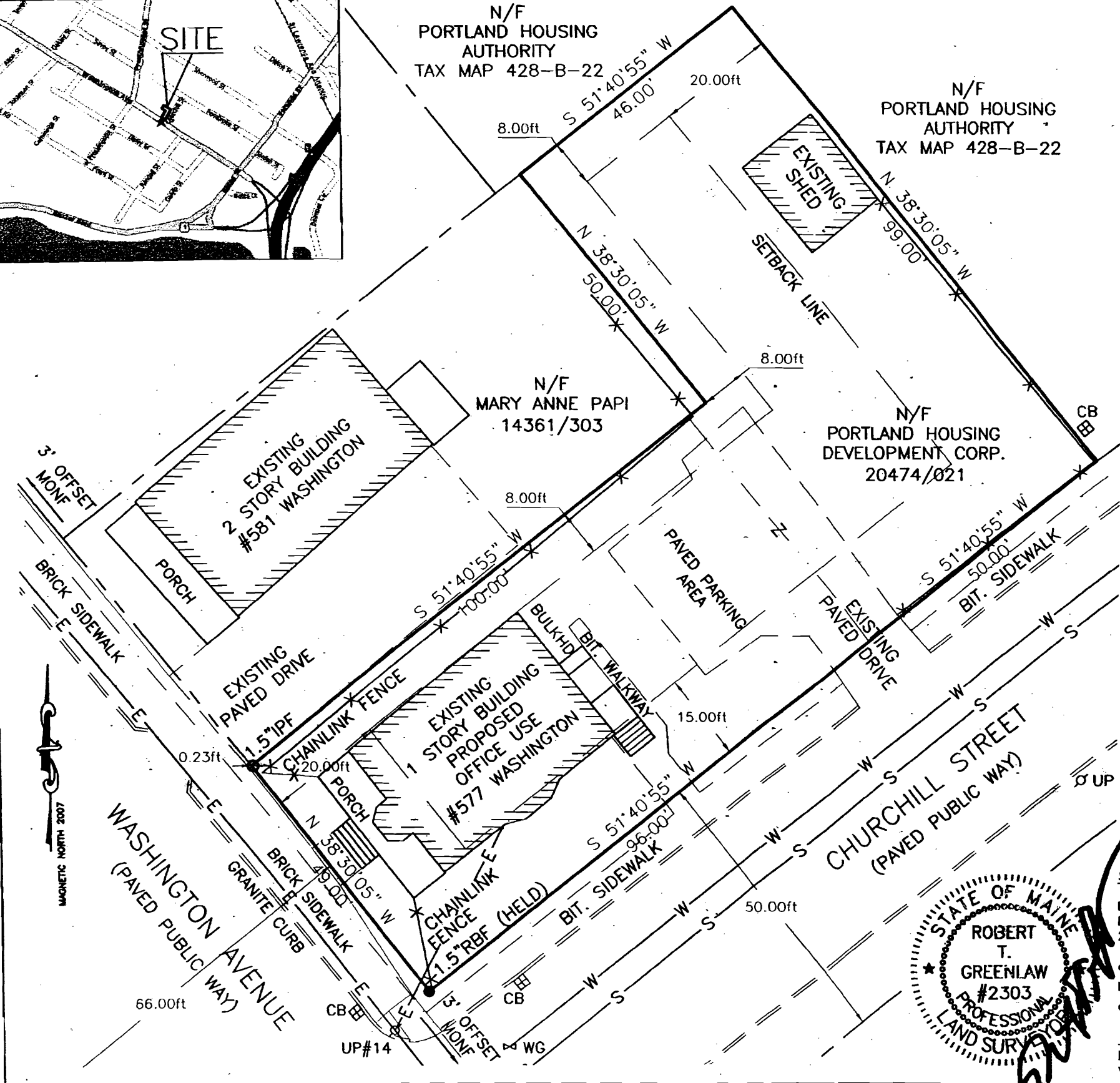
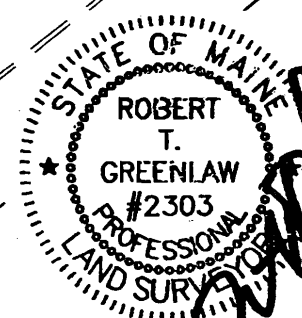
- CRF ⊙ Cr
- IPF ⊙ Ir
- ⊙ S
- ⊠ C
- ⊙ UI
- E — O
- A —
- P —
- S —

SURVEYORS STATEMENT

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE FOR PROFESSIONAL PURPOSES IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT OF 2005 WITH THE FOLLOWING:

- a) NO WRITTEN REPRESENTATIONS
- b) NO NEW DESCRIPTIONS
- c) NO NEW CORNER MARKS

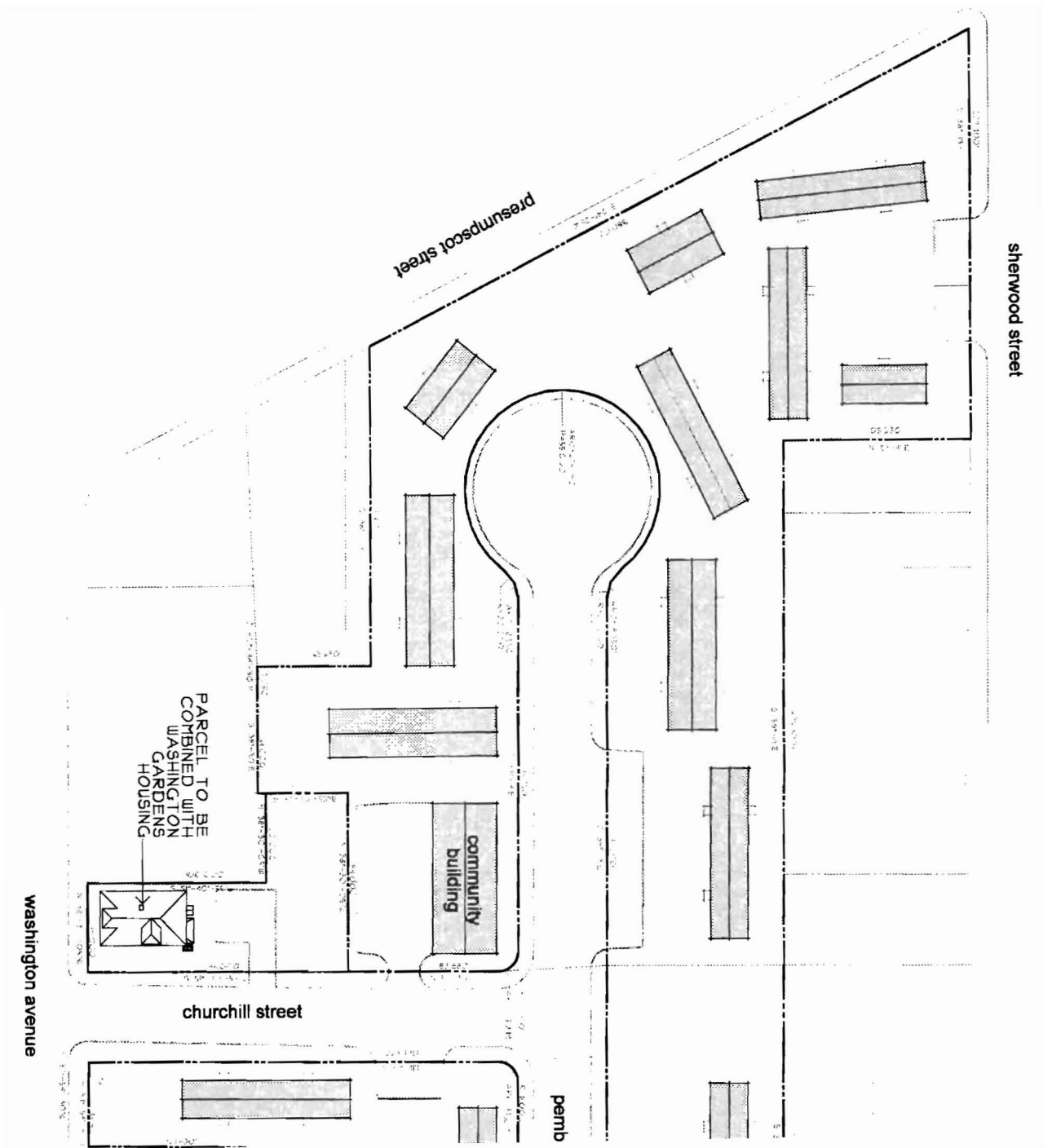
ROBERT T. GREENLA W. PRESIDENT BACK

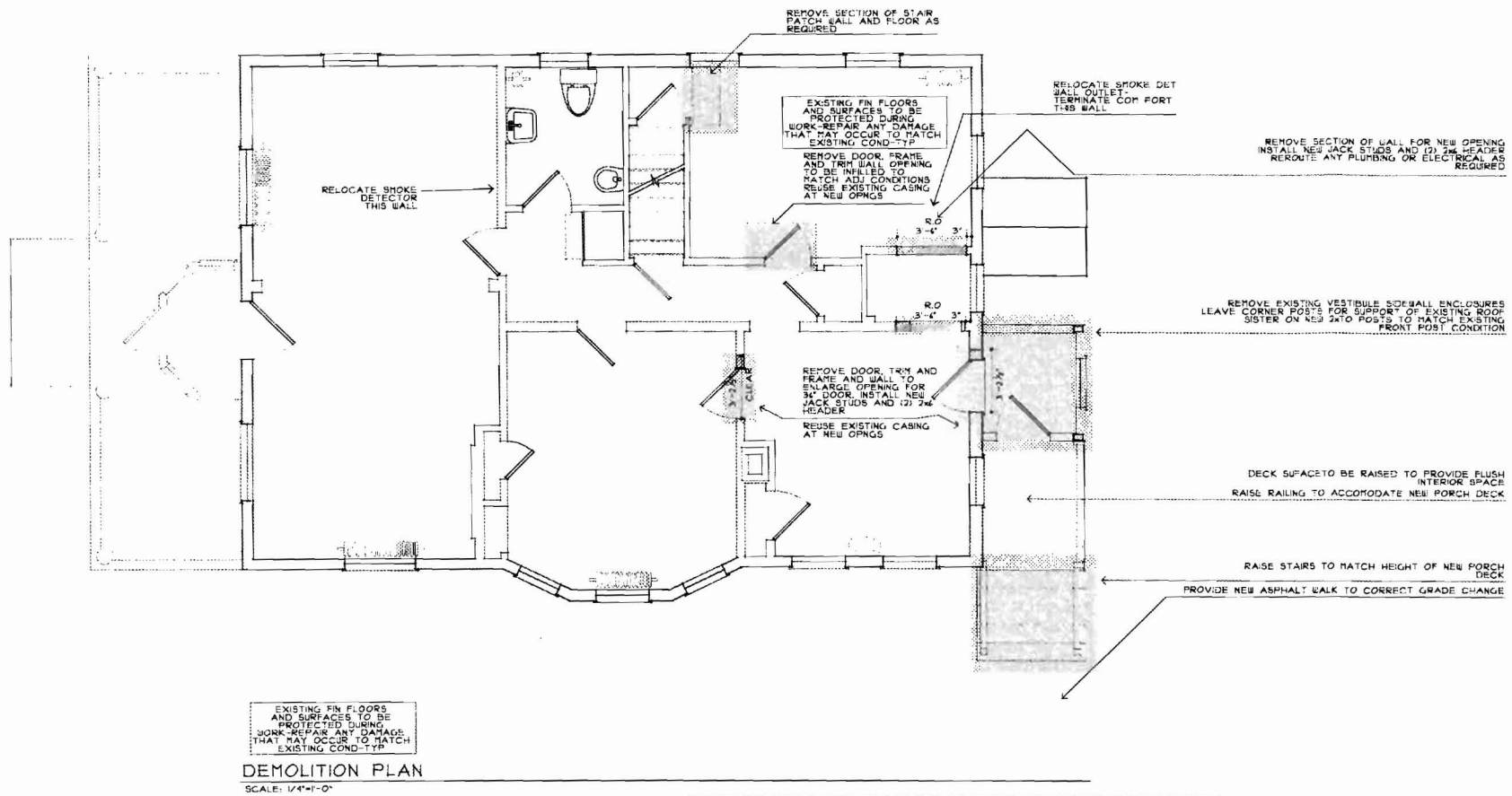


WASHINGTON AVENUE
(PAVED PUBLIC WAY)

CHURCHILL STREET
(PAVED PUBLIC WAY)

UP#14

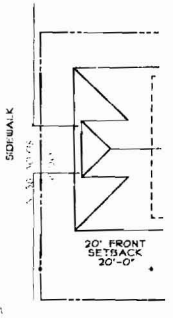




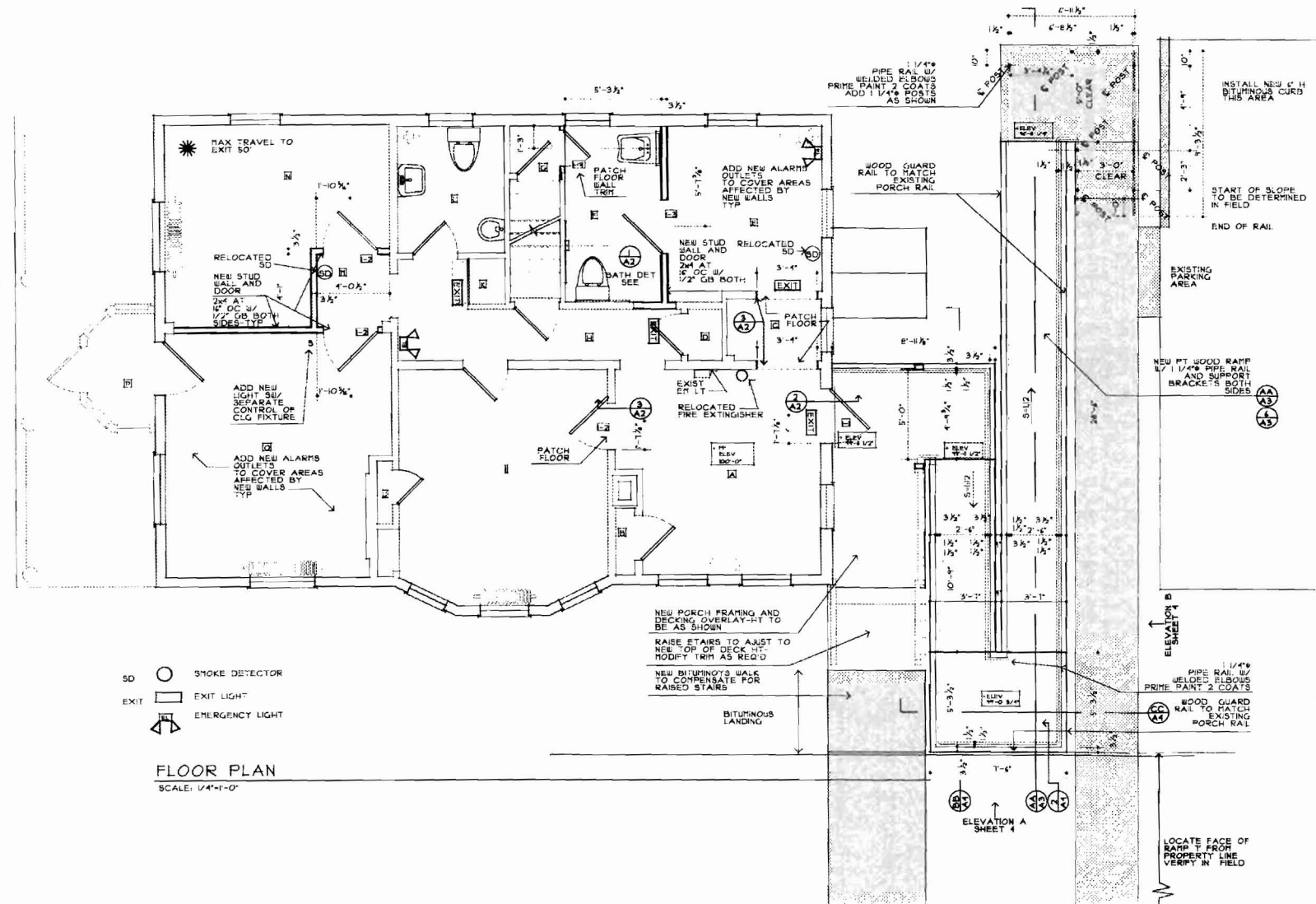
EXISTING FIN FLOORS AND SURFACES TO BE PROTECTED DURING WORK-REPAIR ANY DAMAGE THAT MAY OCCUR TO MATCH EXISTING COND-TYP

DEMOLITION PLAN
SCALE: 1/4"=1'-0"

WASHINGTON AVENUE



577 WASHIN PHDC RESI ACCESSIBILT



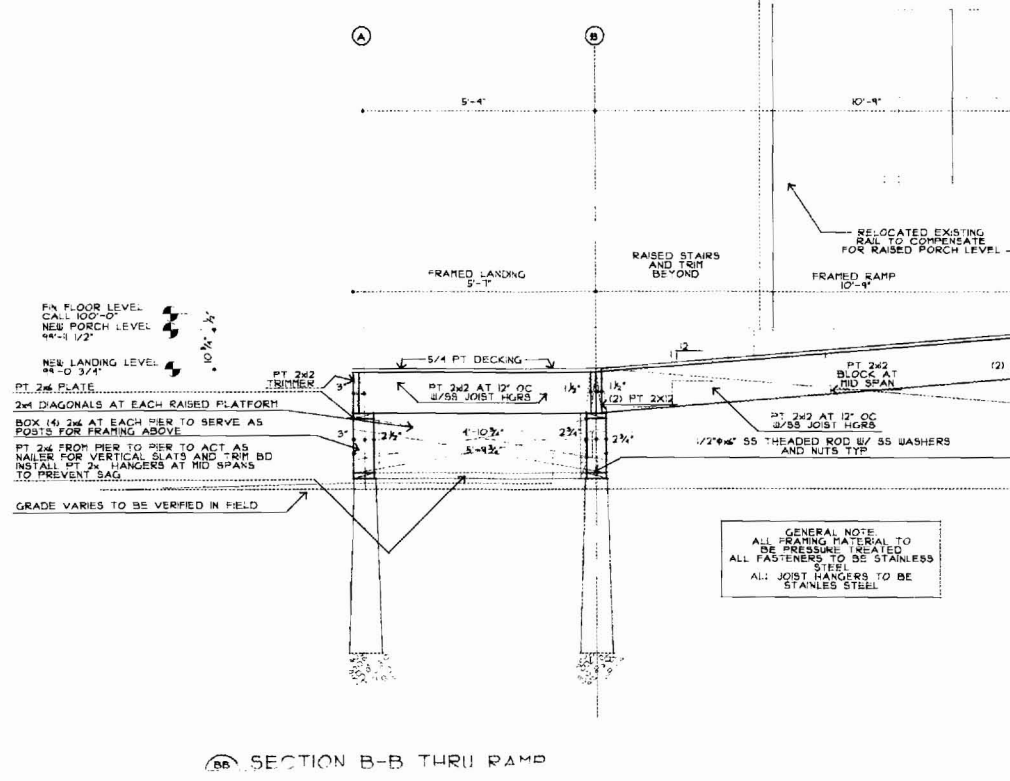
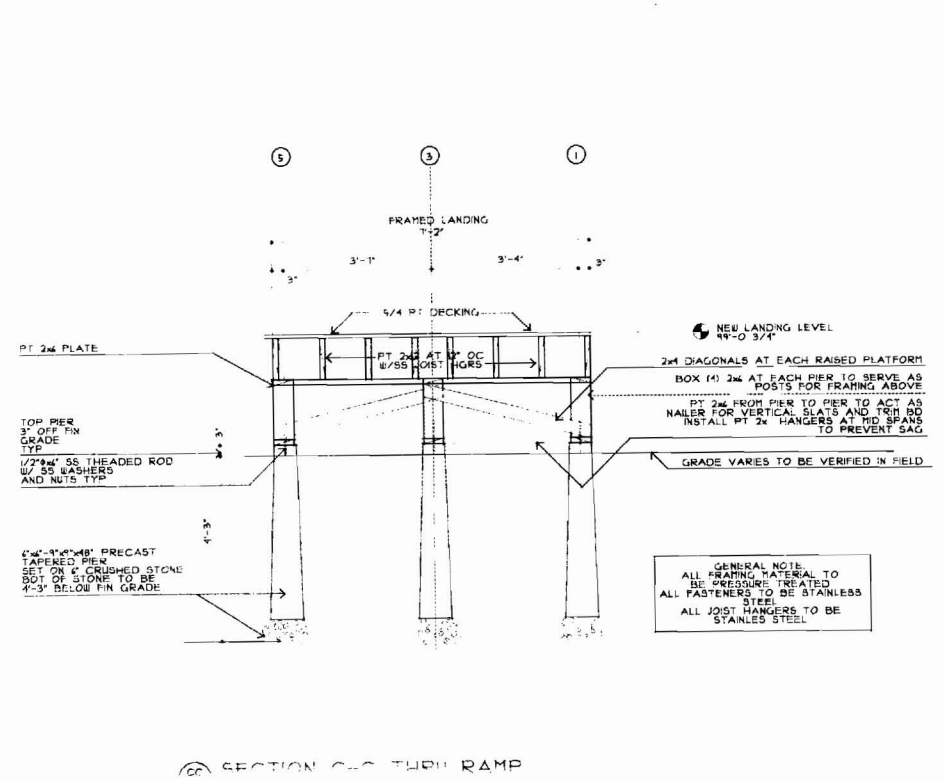
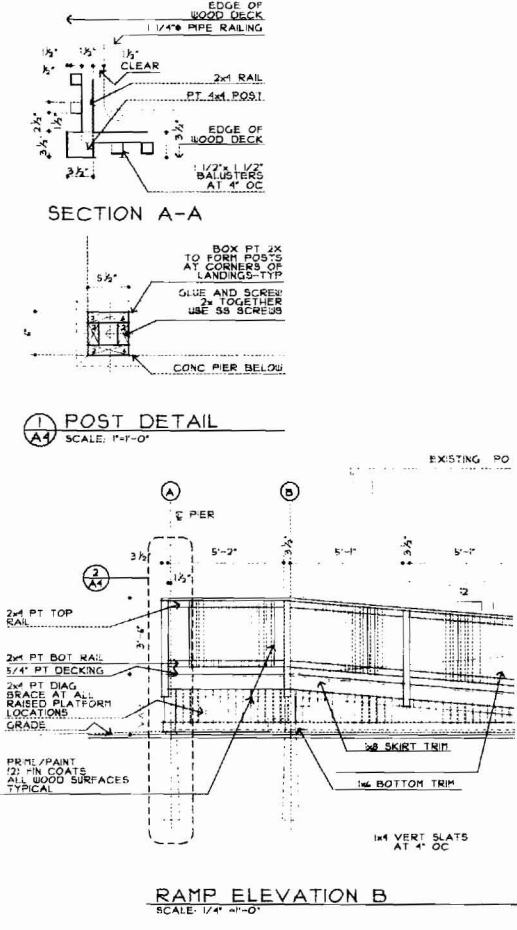
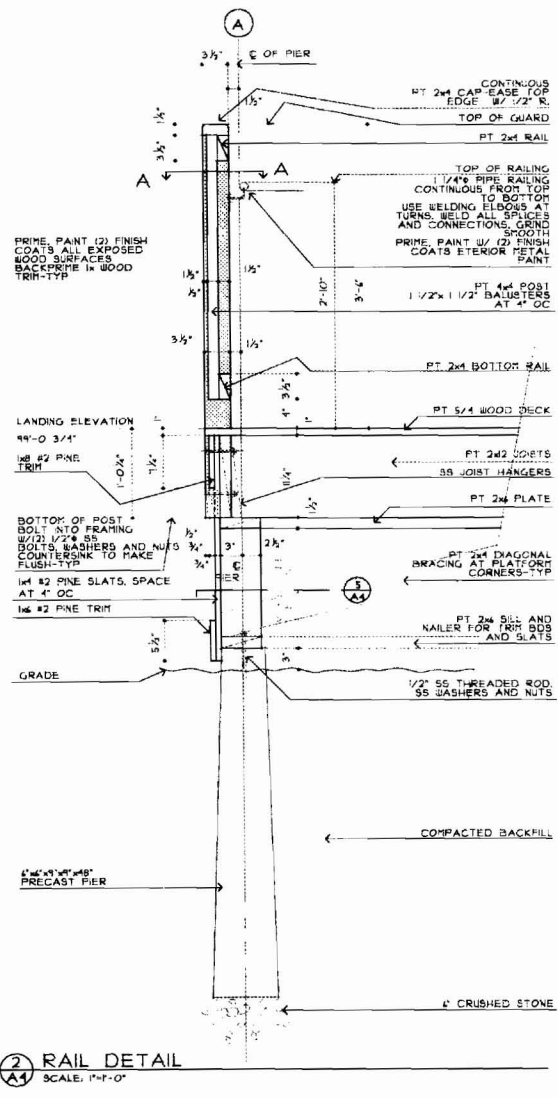
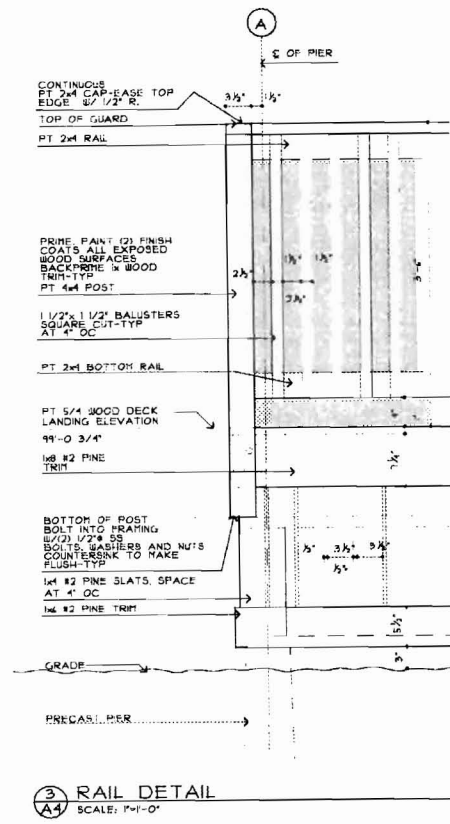
- SD ○ SMOKE DETECTOR
- EXIT □ EXIT LIGHT
- ▲ EMERGENCY LIGHT

FLOOR PLAN
SCALE: 1/4"=1'-0"

NEW BITUMINOUS WALK TO COMPENSATE FOR RAISED STAIRS

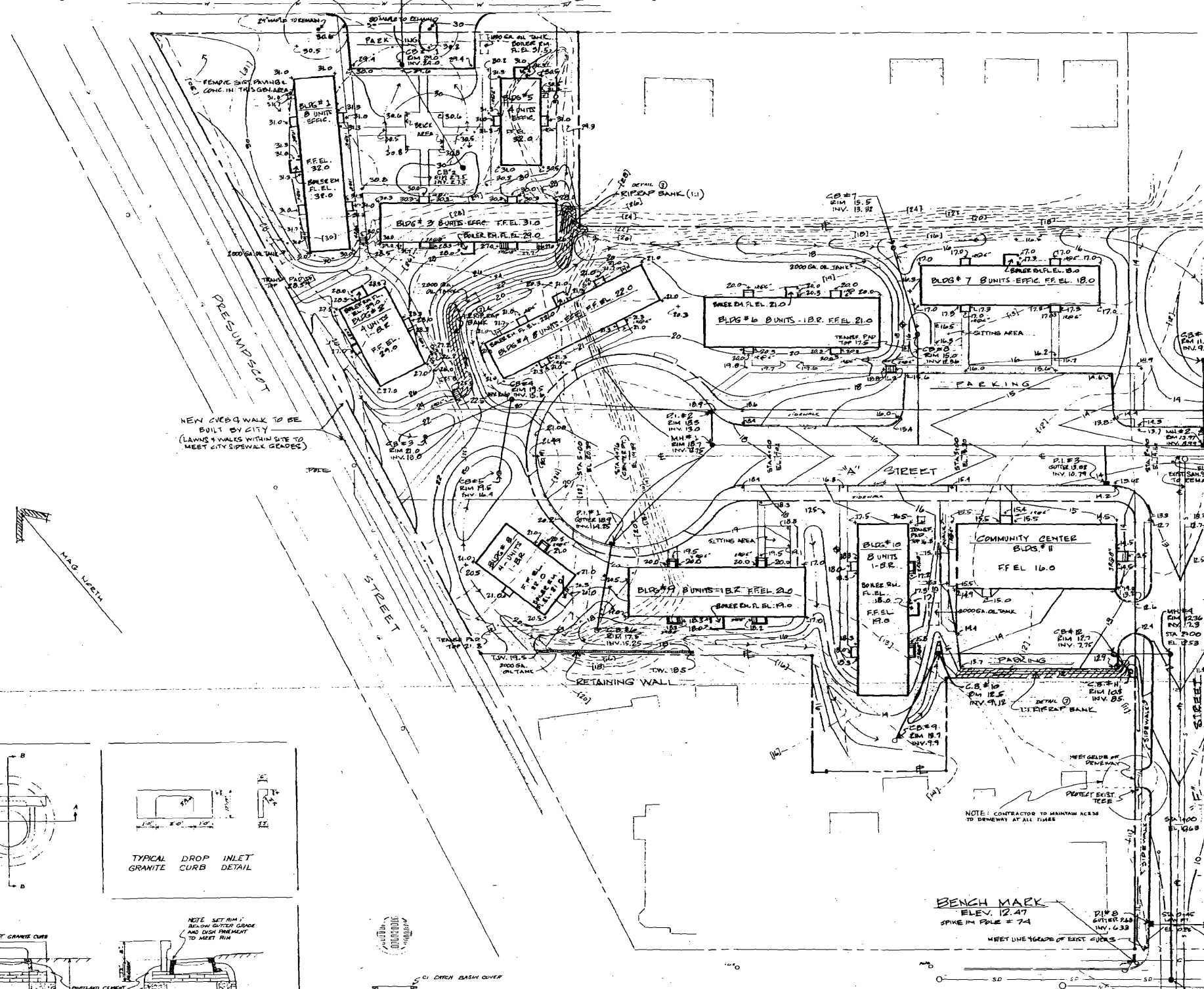
BITUMINOUS LANDING

NEW BITUMINOUS WALK-SLOPE TO EXISTING SIDEWALK



SHERWOOD STREET

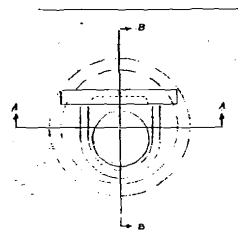
4" SCALE



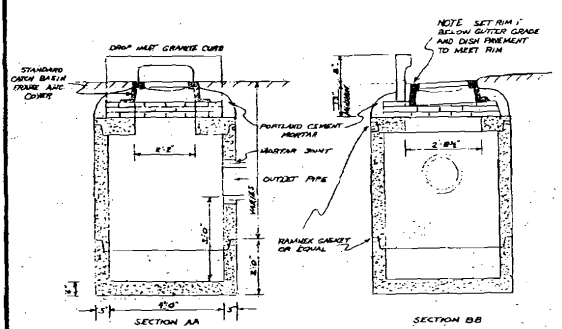
NEW CURB & WALK TO BE BUILT BY CITY (LAWNS & WALKS WITHIN SITE TO MEET CITY SIDEWALK GRADES)

NOTE: CONTRACTOR TO MAINTAIN ACCESS TO DRENNAY AT ALL TIMES

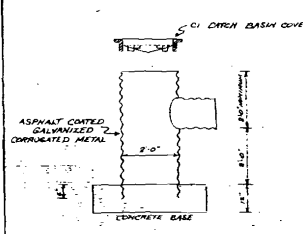
BENCH MARK ELEV. 12.47 SPIKE IN POLE # 74 MEET ONE GRADE OF EXIST. CURBS



TYPICAL DROP INLET GRANITE CURB DETAIL

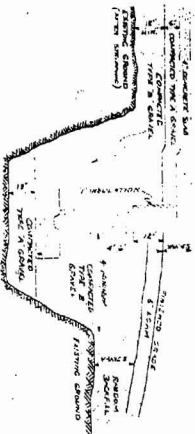


TYPICAL PRE-CAST CONCRETE DROP INLET

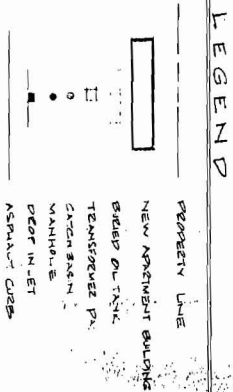


TYPICAL CATCH BASIN

(PLAN SCALE 1" = 20')

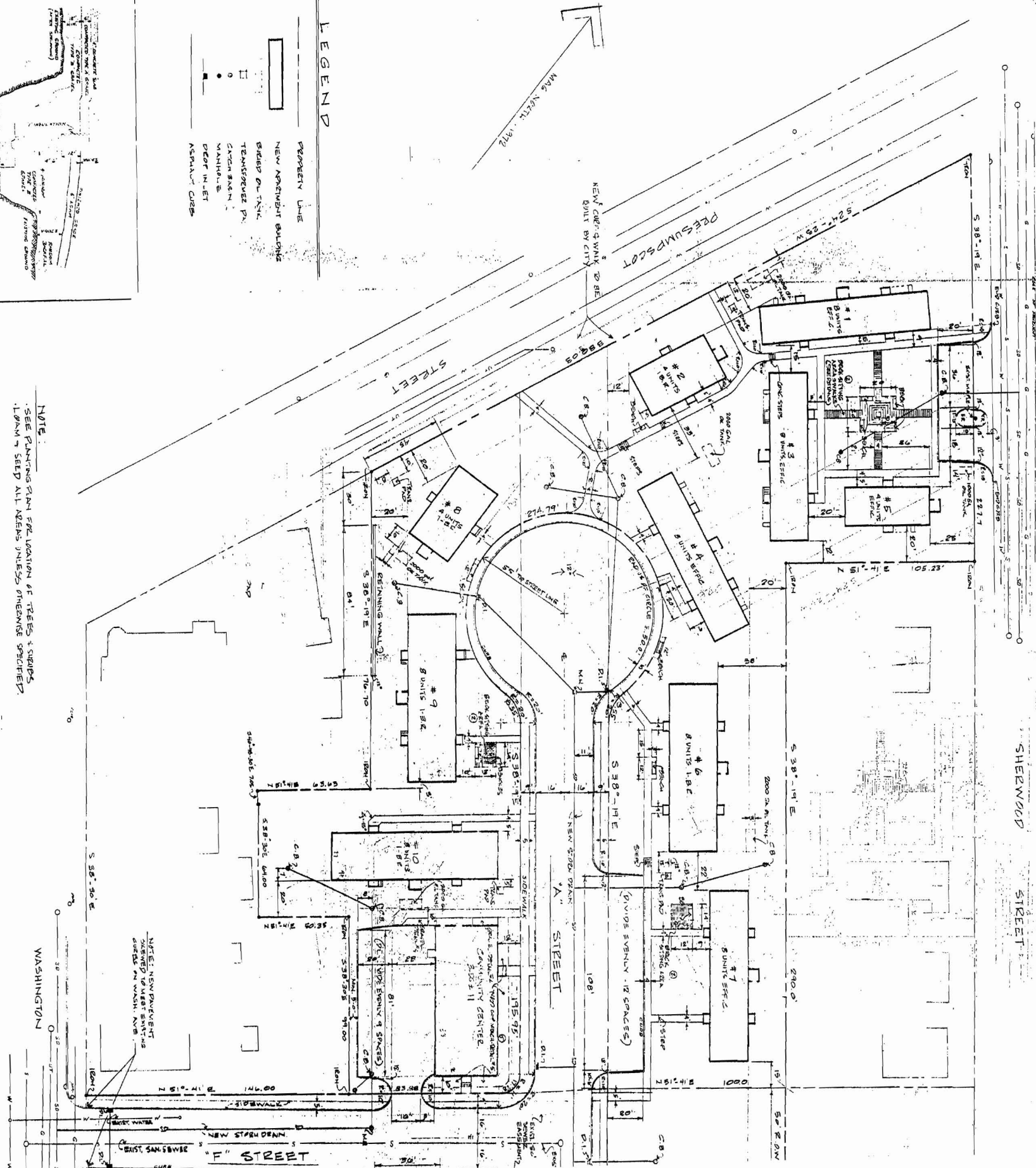


SECTION
 Showing location of all
 existing and proposed
 utility lines on walls and slabs.



NOTE:
 SEE PLANTING PLAN FOR LOCATION OF TREES & SHRUBS
 LOWN - SEED ALL AREAS UNLESS OTHERWISE SPECIFIED

PLAN SCALE 1"=20'



WASHINGTON

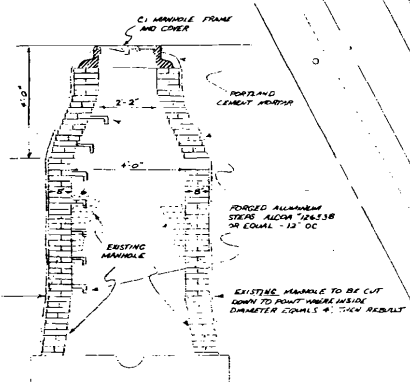
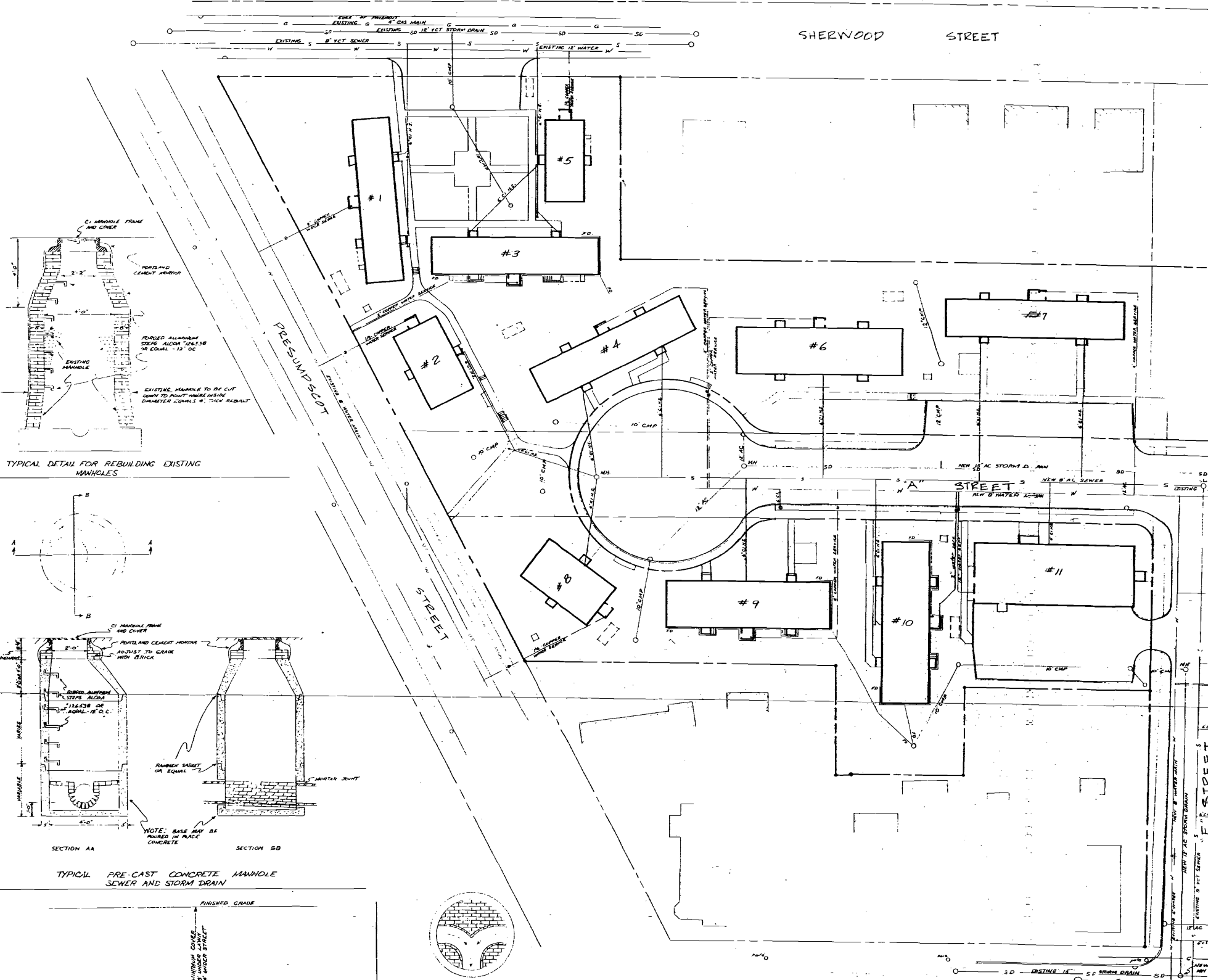
NEW STAIR DENN
 F STREET

A STREET

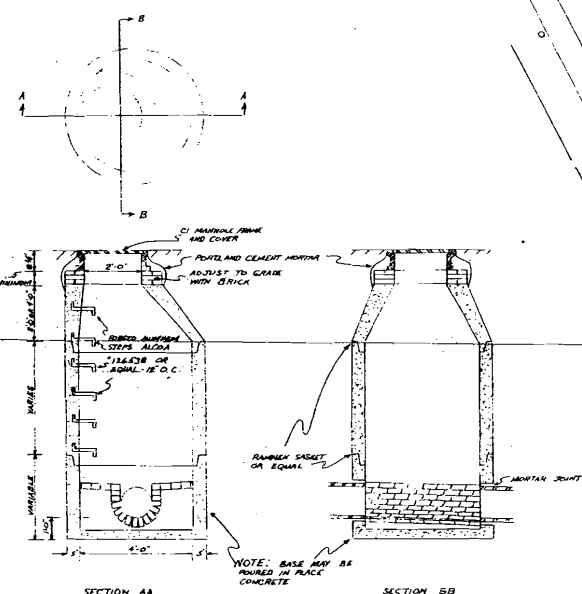
SHEEWOD STREET

RESUMPSCOT

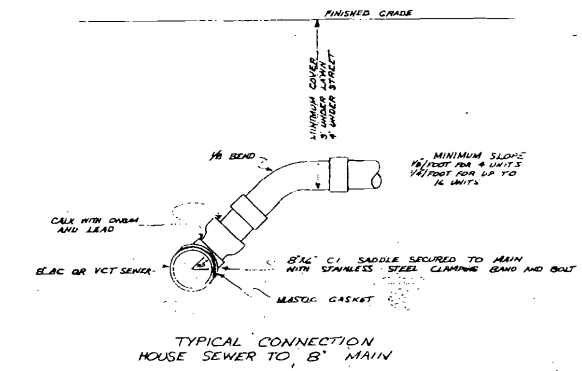
SHERWOOD STREET



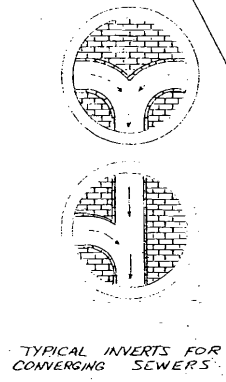
TYPICAL DETAIL FOR REBUILDING EXISTING MANHOLES



TYPICAL PRE-CAST CONCRETE MANHOLE SEWER AND STORM DRAIN



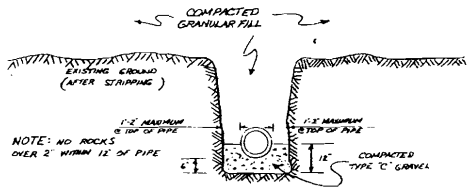
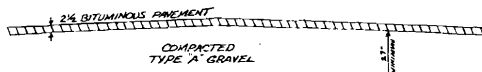
TYPICAL CONNECTION HOUSE SEWER TO B' MAIN



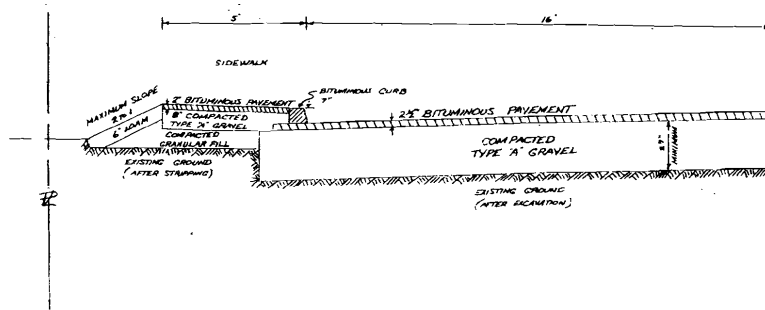
TYPICAL INVERTS FOR CONVERGING SEWERS

WASHINGTON STREET

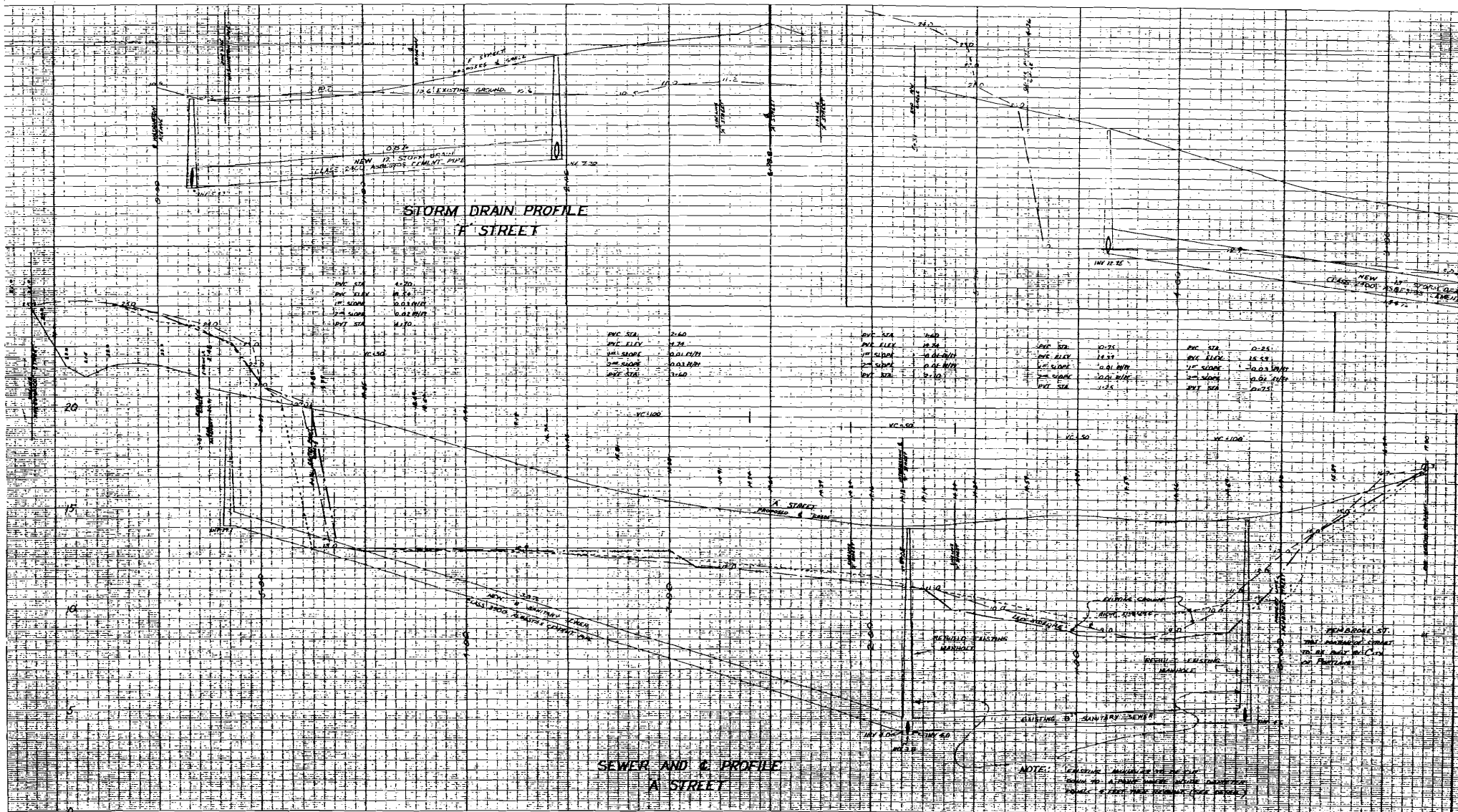
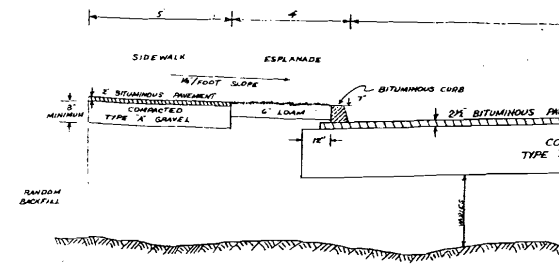
(PLAN SCALE 1"=20')



TYPICAL TRENCH SECTION
AC STORM SEWER & AC SANITARY SEWER IN F STREET

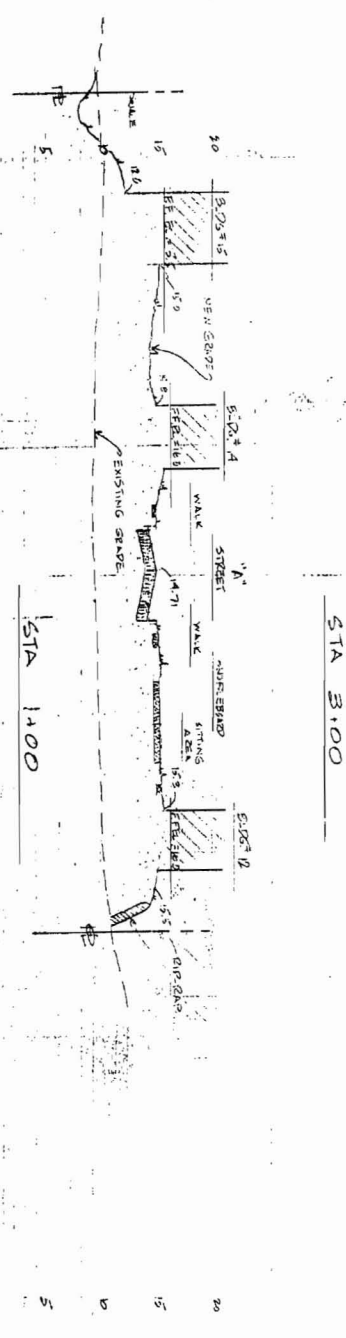
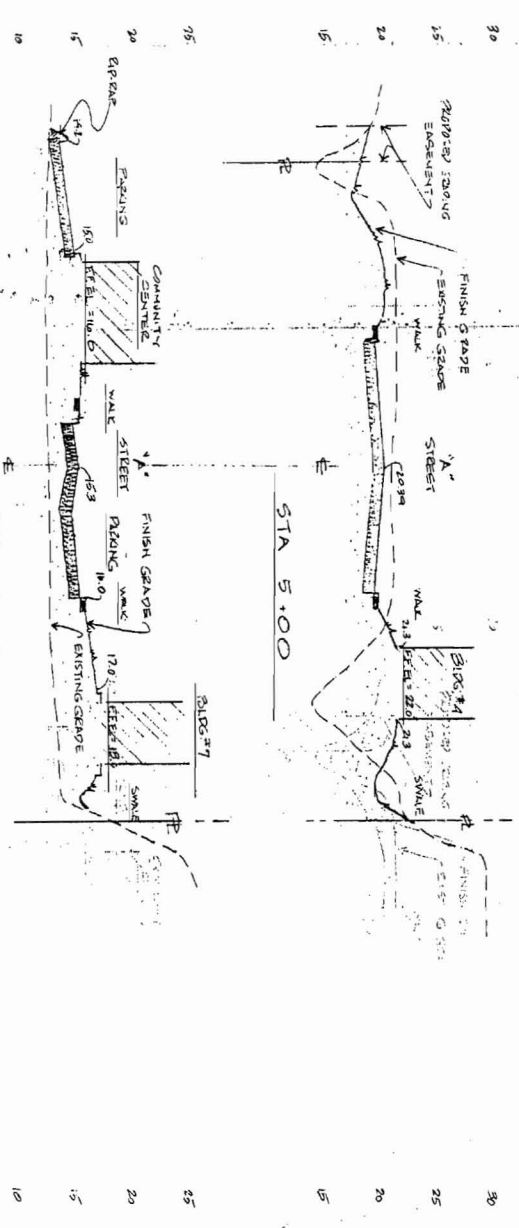
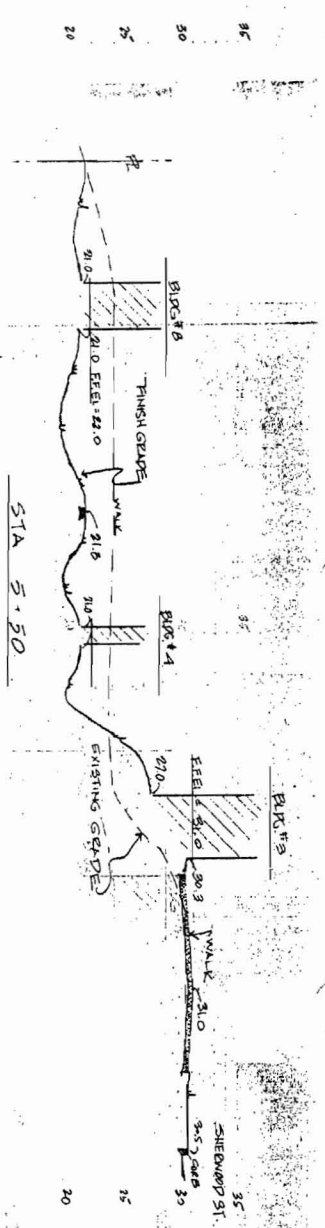


TYPICAL SECTION LEFT SIDE F STREET 1+30 TO 1+80

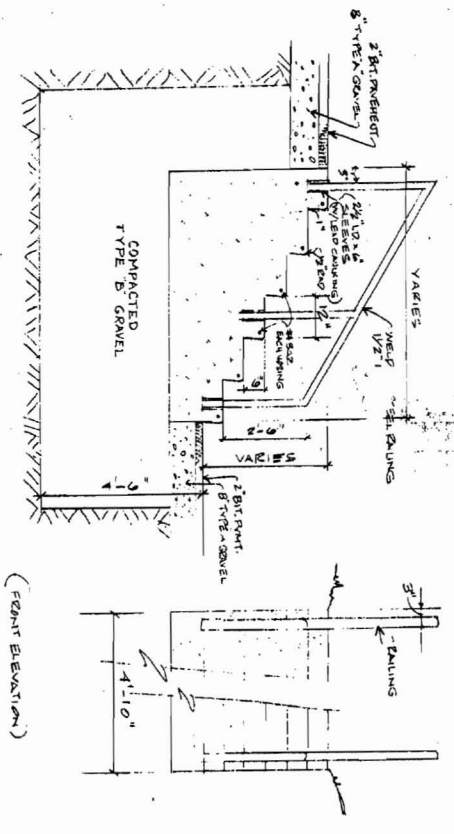


SEWER AND S PROFILE
F STREET

NOTE: EXISTING GRADE OF F STREET IS SHOWN AS A DASHED LINE. ALL NEW GRADE IS SHOWN AS A SOLID LINE. EXISTING 18\"/>

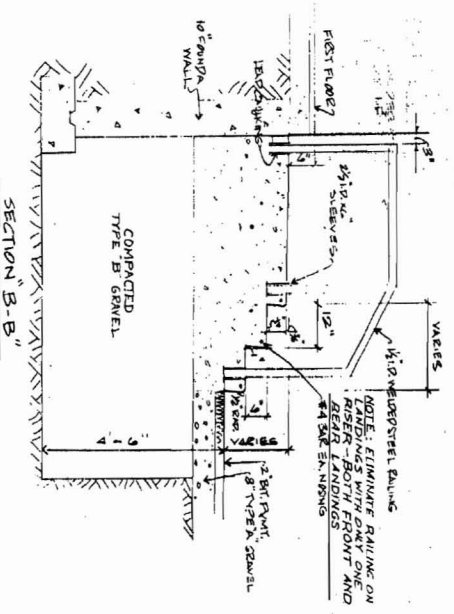


(HORIZONTAL SCALE - 1" = 20')
SITE SECTIONS
 (REFER TO 'A' STREET & STATIONS)

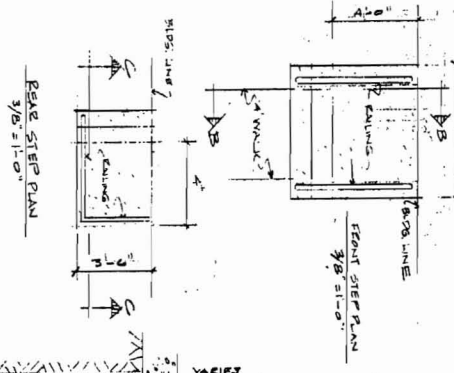


⑦ WALKWAY CONCRETE STEPS
 SCALE 3/4" = 1'-0"

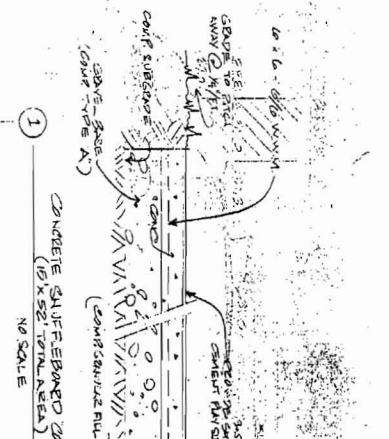
NOTE: HEIGHT OF STEPS VARIES -
 NO RAILINGS REQUIRED @
 SINGLE STEP



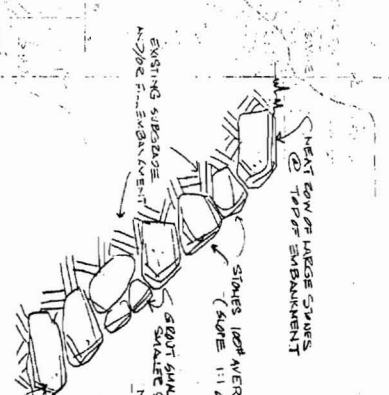
⑧ TYPICAL FRONT BLDG STEPS
 SECTION "B-B"
 SC. 3/4" = 1'-0"



NOTE: WHERE BLDG FROM OCCURS @ END OF BUILDING, CONTINUE GRAVEL DEEPER STREET KERBS REAR OF BUILDING. SEE LOCATION PLAN FOR COMMUNITY CENTER TERMINATION.



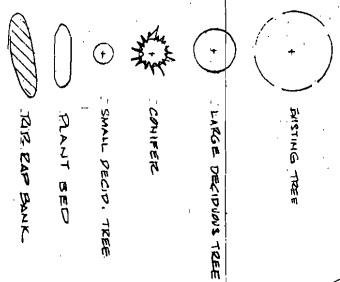
① CONCRETE SLUFF EMBANKMENT DETAIL
 (10' X 52' TOTAL AREA)
 NO SCALE



RIPRAP SLOPE PROTECTION
 NO SCALE

SHEPWOOD STREET

WASHINGTON STREET



PLANT LIST

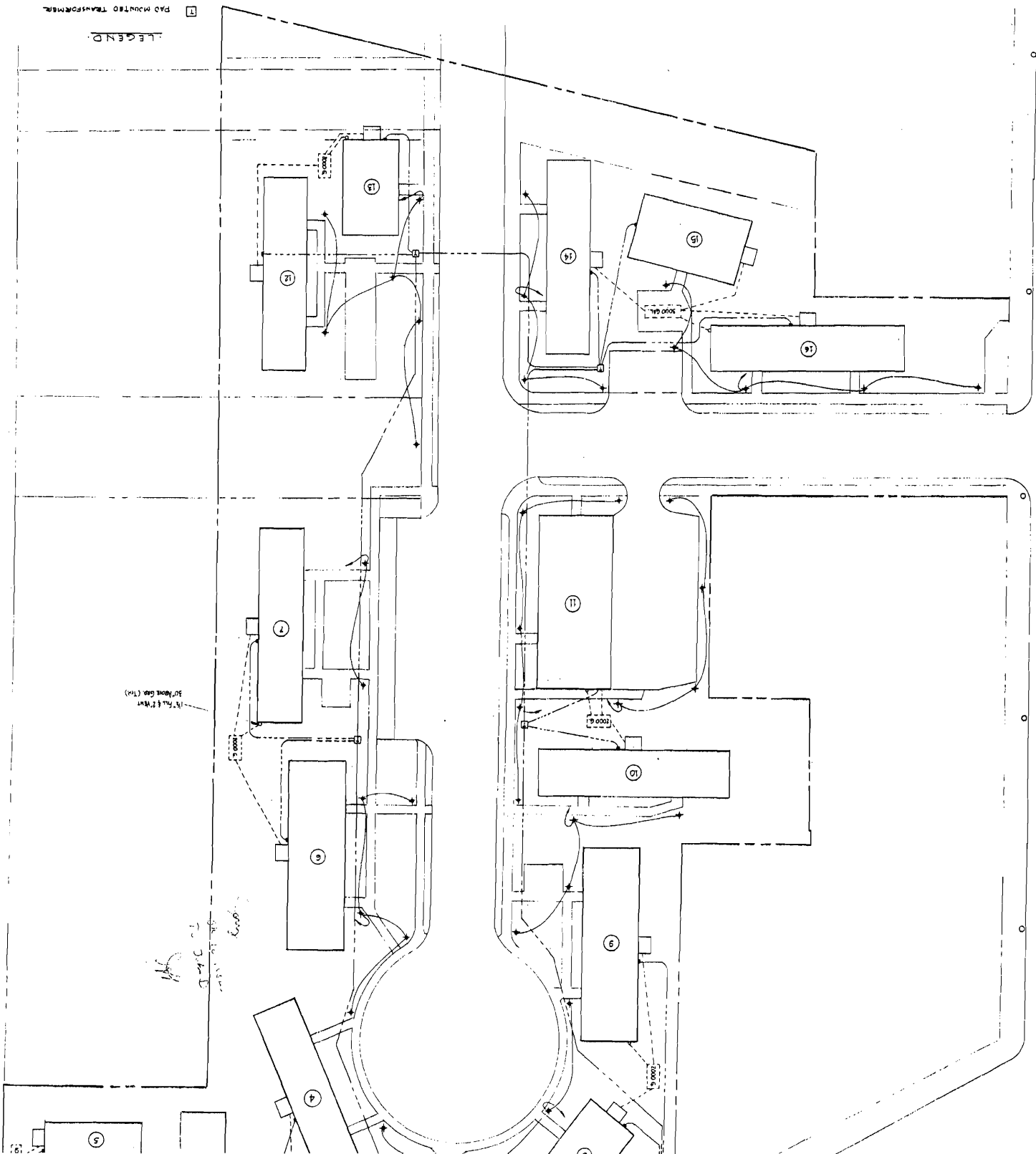
BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
AGEB RUBRUM	RED MAPLE	14	8-10 HT	
AGEB SACCHARUM	SUGAR MAPLE	13	8-10 HT	
AMELANCHIER CANADENSIS	SPINDLOW SEEDY CEBERRY	2	3-6 HT	
ELAEAGNUS AGUISTIFOLIA	KUASSIAN OLIVE	3	5-6 HT	
PICEA ABIES	NORWAY SPRUCE	36	3-4 HT	
FINUS SYLVESTRIS	WHITE PINE	46	5-6 HT	
FINUS SYLVESTRIS	SODGHT PINE	7	3-4 HT	
MALUS SYDNEYENSIS	SAGEHENT CRABAPPLE	11	4-5 HT	
MALUS MICHXALICOMIA	GAMINE CRABAPPLE	14	4-5 HT	
PRUNUS SUBMETELLA FENDRA	WEETHING HIGAN CHERRY	4	5-6 HT	
PRUNUS TELLURA	FLOWERING PLUM	5	5-6 HT	
QUERCUS BOREALIS	NOR. RED OAK	10	8-10 HT	
SALIX ALBA TRISTIS	WEETHING WHITE WILLOW	7	6-8 HT	
TILIA CORBATIA	LITTLELEAF LINDEN	6	8-10 HT	
CORNUS STAUONIFERA	REDSTART	160	2-3 HT.	(MAY BE PLANTED BARE-ROOT)
COTONEASTER DIVALCATA	SPREADING COTONEASTER	34	3-4 HT	CONTAINERS
FOEYTHIA SUSPENSIVA	WEETHING FOEYTHIA	310	18-24 HT	
JUNIPERUS CHINENSIS FITZGERBANA	PIFTZER JUNIPER	181	18-24 HT	
KALMIA LATIFOLIA	MOUNTAIN LAUREL	35	18-24 HT	
LONICERA TATARICA	TATAEAN HONEY-SUCKLE	57	18-24 HT	
PHILADELPHUS CORONARIUS	SWEET WOODRIDGE	18	4-5 HT.	
ROSA RUGOSA	RUGOSA ROSE	80	18-24 HT	CONTAINERS
SYRINGA VULGARIS	COMMON LILAC	30	4-5 HT	



BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
AGEB RUBRUM	RED MAPLE	14	8-10 HT	
AGEB SACCHARUM	SUGAR MAPLE	13	8-10 HT	
AMELANCHIER CANADENSIS	SPINDLOW SEEDY CEBERRY	2	3-6 HT	
ELAEAGNUS AGUISTIFOLIA	KUASSIAN OLIVE	3	5-6 HT	
PICEA ABIES	NORWAY SPRUCE	36	3-4 HT	
FINUS SYLVESTRIS	WHITE PINE	46	5-6 HT	
FINUS SYLVESTRIS	SODGHT PINE	7	3-4 HT	
MALUS SYDNEYENSIS	SAGEHENT CRABAPPLE	11	4-5 HT	
MALUS MICHXALICOMIA	GAMINE CRABAPPLE	14	4-5 HT	
PRUNUS SUBMETELLA FENDRA	WEETHING HIGAN CHERRY	4	5-6 HT	
PRUNUS TELLURA	FLOWERING PLUM	5	5-6 HT	
QUERCUS BOREALIS	NOR. RED OAK	10	8-10 HT	
SALIX ALBA TRISTIS	WEETHING WHITE WILLOW	7	6-8 HT	
TILIA CORBATIA	LITTLELEAF LINDEN	6	8-10 HT	
CORNUS STAUONIFERA	REDSTART	160	2-3 HT.	(MAY BE PLANTED BARE-ROOT)
COTONEASTER DIVALCATA	SPREADING COTONEASTER	34	3-4 HT	CONTAINERS
FOEYTHIA SUSPENSIVA	WEETHING FOEYTHIA	310	18-24 HT	
JUNIPERUS CHINENSIS FITZGERBANA	PIFTZER JUNIPER	181	18-24 HT	
KALMIA LATIFOLIA	MOUNTAIN LAUREL	35	18-24 HT	
LONICERA TATARICA	TATAEAN HONEY-SUCKLE	57	18-24 HT	
PHILADELPHUS CORONARIUS	SWEET WOODRIDGE	18	4-5 HT.	
ROSA RUGOSA	RUGOSA ROSE	80	18-24 HT	CONTAINERS
SYRINGA VULGARIS	COMMON LILAC	30	4-5 HT	

WASHINGTON AVENUE

SHERWOOD STREET



LEGEND

- PAD MOUNTED TRANSFORMER
- ◆ PAD MOUNTED EXTERIOR LIGHTS
- UNDERGROUND FUEL OIL TANKS
- UNDERGROUND FUEL OIL LINES

100 UNITS TURKEY HOUSING
FOR THE ELDERLY
FOR
PORTLAND HOUSING AUTHORITY

ME 3-9
SME-1
E.M. CRONCO & CO.
CONS. ENG. ARCHITECTS
DATE

NO.	DESCRIPTION	DATE
1	PREPARED BY	
2	CHECKED BY	
3	APPROVED BY	
4	DATE	