

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND PERMIT ISSUED**

**BUILDING INSPECTION**

**PERMIT**

Permit Number AUG 149 2010

Please Read Application And Notes, If Any, Attached

This is to certify that Maine Yacht Center Llc /Rob Coleman City of Portland  
has permission to Demolition of building, lot to be graded & graveled to be used as boat storage and car parking  
AT 65 Kensington St CBL 429 G001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

*for Jeanie Bourke*  
*[Signature]*  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

SCANNED

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 10-0344	Issue Date:	CBL: 429 G001001
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Location of Construction: 65 Kensington St	Owner Name: Maine Yacht Center Llc	Owner Address: 65 Kensington St	Phone: 207-842-9000
Business Name:	Contractor Name: Rob Coleman	Contractor Address: 17 Coleman way Falmouth	Phone: 2077973779
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Building	Zone: <i>Conditional I-L</i>

Past Use: Commercial	Proposed Use: Commercial / Demolition of building, lot to be graded & graveled & used as boat storage and car parking	Permit Fee: \$220.00	Cost of Work: \$20,000.00	CEO District: 4
Proposed Project Description: Demolition of building, lot to be graded & graveled to be used as boat storage and car parking.		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>*See Conditions</i>	INSPECTION: Use Group: <i>Demolition Only</i> Type:	
		Signature: <i>KG</i>	Signature: <i>JMB</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: gg	Date Applied For: 04/06/2010	<b>Zoning Approval</b>		
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <i>Not in this Area of the lots</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 7 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 10-99900001 Maj <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>AK w/conditioning</i> Date: <i>4/8/10</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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**PERMIT ISSUED**

**AUG 19 2010**

City of Portland

**CERTIFICATION**

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

5-14-10

WATM on Bids to remove  
NOT ready yet

7-23-10

oil tank drained no hazards in building

CMP

NOT DONE YET

Discontinued July 20th Kelly at CMP

Until

called LPS message

NO gas on property as per Mark at Clark

PWD

7-22-10 Removed make + shut of service main

7-30-10

defu issue N/A

**City of Portland, Maine - Building or Use Permit**

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Permit No: 10-0344	Date Applied For: 04/06/2010	CBL: 429 G001001
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Business Name:	Contractor Name: Rob Coleman	Contractor Address: 17 Coleman way Falmouth	Phone: (207) 797-3779
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Building	

Proposed Use: Commercial / Demolition of building, lot to be graded & graveled & used as boat storage and car parking	Proposed Project Description: Demolition of building, lot to be graded & graveled to be used as boat storage and car parking.
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 04/08/2010

**Note:**      **Ok to Issue:**

- 1) All the conditions on the conditional/contract zone shall be met at all times this use is in existence.
- 2) Separate permits shall be required for any new signage.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Jeanine Bourke      **Approval Date:**

**Note:**      **Ok to Issue:**

- 1) Demolition permit only. No other construction activities allowed until a separate approved building permit is issued. The foundation hole shall be filled in and the site graded.
- 2) Demolition permits are valid for a period of 30 days from the date of issuance. A written request must be submitted and granted for an extension to this time period. Dust prevention shall be controlled per Chapter 6 of the Municipal Ordinance and demolition per Section 3303 of the IBC 2003.
- 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Capt Keith Gautreau      **Approval Date:** 04/09/2010

**Note:**      **Ok to Issue:**

- 1) Utilities must be secured at time of demolition.
- 2) Permit is for demolition only. Any construction will require a separate permit. Any cutting and welding done will require a Hot Work Permit from Fire Department.

**Comments:**

4/7/2010-gg: received perit by maile. /gg

4/8/2010-mes: This is a change of use - need to bill for the change of use AND a certificate of occupancy PRIOR to issuance of the permit

4/8/2010-mes: WAIT FOR PLANNING SIGN OFF BEFORE ISSUING PERMIT

5/10/2010-jmb: Routed to Lannie to schedule pre demo inspection

8/2/2010-jmb: Received from Nick A. For review.

<b>Location of Construction:</b> 65 Kensington St	<b>Owner Name:</b> Maine Yacht Center Llc	<b>Owner Address:</b> 65 Kensington St	<b>Phone:</b> 207-842-9000
<b>Business Name:</b>	<b>Contractor Name:</b> Rob Coleman	<b>Contractor Address:</b> 17 Coleman way Falmouth	<b>Phone</b> (207) 797-3779
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Demolitions - Building	

8/3/2010-jmb: Spoke with Greg V. At PS, he has not been contacted for sewer cap inspection. Spoke with Brian Harris at ME Yacht, he will have contractor get sewer cap permit and he contacted Barbara B. For site approval and pre-demo inspection. Waiting on their approval.



# Demolition Call List & Requirements

Site Address: 65 Kensington St

Owner: Maine Yacht Center

Structure Type: Small House 1 level

Contractor: R.E. Coleman Inc

## Utility Approvals

Central Maine Power

Number

1-800-750-4000

Contact Name/Date

Julie

9/24/07

Northern Utilities

797-8002 ext 6241

Mark Allen

9/14/07

Portland Water District

761-8310

Melissa

9/14/07

Dig Safe

1-888-344-7233

Melissa

9/14/07

permit # 20073710472

After calling Dig Safe, you must wait 72 business hours before digging can begin.

DPW/ Traffic Division (L. Cote)

874-8891

left message

9/24/07

DPW/ Sealed Drain Permit (C. Merritt)

874-8822

Carol

9/24/07

Historic Preservation

874-8726

Deb left message

9/24/07

Fire Dispatcher

874-8576

Jeff

9/24/07

## Additional Requirements

- ✓ 1) Written Notice to Adjoining Owners
- ✓ 2) A Photo of the Structure(s) to be demolished
- ✓ 3) Certification from an asbestos abatement company

DEP - Environmental (Augusta)

287-2651

Sandy left message

9/24/07

U.S. EPA Region 1 - No Phone call required. Just mail copy of State notification to:

- ✓ Demo / Reno Clerk
- US EPA Region I (SEA)
- JFK Federal Building
- Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above and attached all required documentation.

Signed: [Signature]

Date: 9/24/07



**Maine Department of Environmental Protection  
Lead & Asbestos Hazard Prevention Program**  
17 State House Station, Augusta, Me 04333-0017  
Tel: (207) 287-2651 Fax: (207) 287-7826



**Building Demolition Notification Form (BDNF)**

**Important Notice: Maine law requires the filing of this "Building Demolition Notification Form" prior to demolition of any building except a single-family home**

1) Building owners are required to provide this notification of the demolition of a building to the DEP at least 5 working days prior to the demolition. This notification is not required before the demolition of a single-family residence or related structure (e.g., garage, shed, barn). It is also not required if previous notification of the demolition has been provided to the DEP as part of an asbestos abatement project notification. *Demolition* means the tearing down or intentional burning of a building or part of a building.

2) Prior to demolition, building owners must determine if there is any asbestos-containing material(s) (ACM) in the building. An "asbestos inspection" by a DEP-licensed Asbestos Consultant is required for all buildings except single-family homes and residential buildings with 2-4 units built after 1980. In lieu of an asbestos inspection, pre-1981 residential buildings with 2-4 units can be surveyed to identify possible ACM by someone knowledgeable about ACM, such as a code enforcement officer or building inspector. If materials that may contain asbestos are found, then you can either assume they are ACM or hire a DEP-licensed Asbestos Consultant to test the materials.

3) Whenever more than 3 square feet or 3 linear feet of ACM is identified, the ACM must be abated in accordance with the *Maine Asbestos Management Regulations* by a DEP-licensed Asbestos Abatement Contractor. This includes materials presumed to be ACM. Check [www.state.me.us/dep/rwm/asbestos/index.htm](http://www.state.me.us/dep/rwm/asbestos/index.htm) for a listing of asbestos contractors.

Prior to issuing a local demolition permit, the DEP requests that municipalities have applicants for municipal demolition permits complete this form and fax it to the DEP at 207-287-7826. Municipalities should not issue local demolition permits if the required asbestos inspection or survey has not been performed and identified ACM removed.

Were asbestos-containing materials found?  yes  no  no inspection or survey required (post-1980 2-4 unit)

property address: <i>65 Kensington St Portland ME 04103</i>	building description: <input type="checkbox"/> pre-1981 residential with 2-4 units <input type="checkbox"/> post-1980 residential with 2-4 units <input checked="" type="checkbox"/> other: <i>pre 1981 Single Family Home</i>
asbestos survey performed by: (name & address) <i>Abatement Professional Corp 590 County Rd. Suite #2 Westbrook ME 04092</i> telephone: <i>773-1276</i>	asbestos inspection performed by: (name of licensed Asbestos Consultant) <i>Kyle Rickett</i> telephone: <i>773-1276</i>
property owner: (name & address) <i>MAINE YACHT CENTER 100 Kensington St Portland ME 04103</i> telephone: <i>842-9000</i>	demolition contractor: (name & address) <i>R.E. Coleman, Inc 17 Coleman Rd Falmouth, ME 04105</i> telephone: <i>831-2822</i> <i>878-5049</i>
demolition start date:	demolition end date:

*[Signature]*  
Notification Submitted by: (please print)

*9/24/07*  
Date Submitted

**Help save Maine fisheries – Remove and recycle mercury thermostats and fluorescent lamps from your building prior to demolition!**

Applicant: ME Yacht Center

Date: 2/9/10

Address: 65 Kensington St

C-B-L: 429-G-1 to 7

CHECK-LIST AGAINST ZONING ORDINANCE

Permit # 10-0344

Date -

Zone Location - Conditional/Contract to I-L (was R-3)  
Conditional I-L zone

Interior or corner lot -

Proposed Use/Work - Accessory to Marina  
NEW parking for Boats & Cars - to Demolish existing  
NO structures permitted Bldg

Sewage Disposal -

Lot Street Frontage -

Front Yard - "0" foot setback from Property Boundary for the "Proposed Gravel Area"

Rear Yard - "5" foot setback from Trail Easement (northern line)  
NO BOATS, MASTS, or stands to overhang this setback

Side Yard - Rear "0" foot setback

Projections - Front: "0" foot setback for landscape buffer & fence  
- 15 foot setback for the "Proposed Gravel Area"

Width of Lot -

Height -

Lot Area - 49,073 sq ft given

Lot Coverage/Impervious Surface - 39,152 sq ft given or 79.78% impervious & 85% max per contract

Area per Family - N/A

Off-street Parking - 18 motor vehicle parking spaces allowed per conditional rezoning

Loading Bays -

Site Plan - # 10-999 00001

Shoreland Zoning/Stream Protection - N/A to this area of the lots

Flood Plains - note Panel 7 zone X other reg  
Pavement Setback "0" setback - performance standards  
14-235 & 14-236 shall still apply to the property





# Demolition of a Structure Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>65 Kensington St</u>		
Total Square Footage of Proposed Structure <u>1,620 ft<sup>2</sup></u>		Square Footage of Lot: <u>34,245 ft<sup>2</sup></u>
Tax Assessor's Chart, Block & Lot: Chart#      Block#      Lot# <u>429 6001</u>	Owner: <u>MAINE YACHT CENTER</u>	Telephone: <u>842.9000</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>BRIAN HARRIS MAINE YACHT CENTER 100 KENSINGTON ST PORTLAND 842.9000</u>	Cost Of Work: \$ <u>20,000</u> Fee: \$ <u>220<sup>00</sup></u>
Current legal use: (i.e. garage, warehouse) <u>OFFICE BLDG.</u> / <u>Commercial mixed use</u> If vacant, what was the previous use? _____ How long has it been vacant? _____		
Project description: <u>STRUCTURE TO BE DEMOLITED. LOT TO BE GRADED + GRAVELED FOR USES ALLOWED IN APPROVE CONTRACT RE-ZONE TO LOT AS I/L. CONDITIONAL RE-ZONE IS NOW PART OF CITY REGISTER OF DEEDS.</u>		
Contractor's name, address & telephone: <u>Rob Coleman RE Coleman 17 Coleman Way, Falmouth ME 04105 797.3779 846.4813</u>		
Who should we contact when the permit is ready: <u>BRIAN HARRIS</u>		
Mailing address: <u>100 Kensington St Portland ME 04103</u>		Telephone: <u>842.9000</u>

USE & CONDITION OF BLDG HAS NOT CHANGED FROM STATUS AT ORIGINAL PERMIT APPLICATION ON 9/14/07  
Please submit all of the information outlined in the Demolition call list. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: <u>[Signature]</u>	Date: <u>3/31/10</u>
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**This is not a permit; you may not commence ANY work until the permit is issued.**

APR - 6 2010



**NOTES:**

- 1.) ELEVATIONS DEPICTED HEREON ARE BASED ON M.G. NO. 1248.
- 2.) THE TOPOGRAPHY AND SPOT ELEVATIONS DEPICTED HEREON REFLECT A SURVEY PERFORMED ON SEPTEMBER 28, 1988, ON 17 PAGES EXISTING UTILITIES PHOTOGRAPHED BY CONSTRUCTION BEINGS CONSTRUCTION EQUIPMENT STORED MATERIALS AND MULTIPLE DUMPSTERS WERE LOCATED.
- 3.) THE SITE DEPICTED ON THIS PLAN IS UNDER CONSTRUCTION. INFORMATION DERIVED ON THIS PLAN REFLECTS THE EXISTING CONDITIONS ON THE DATE OF THE FIELD SURVEY.
- 4.) VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITY IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER AND/OR CONTRACTOR.
- 5.) BOUNDARY LINES DEPICTED HEREON ARE BASED ON COUNTY AND ADJACENTLY DEPICTED ON REFERENCE PLAN 1 FROM LOCATION OF EXISTING MONUMENTATION LOCATED BY POST ROAD SURVEYING, INC. ON OCTOBER 18, 1988. THE BOUNDARIES DEPICTED HEREON ARE BASED SOLELY ON A REPRODUCTION OF THE INFORMATION DERIVED ON SAID REFERENCE PLAN 1. POST ROAD SURVEYING, INC. HAS NOT PERFORMED A STANDARD BOUNDARY SURVEY ON THE PROPERTY DEPICTED.
- 6.) FOR LOCATION OF EASEMENTS AND ADDITIONAL UNDERGROUND UTILITIES, SEE REFERENCE PLAN 1.
- 7.) DEED REFERENCE TO LOT 64 PARCEL FOR MAINE PARTNERS, LLC TO GREAT HARBOR, LLC DATED AUGUST 22, 1988, RECORDED AT THE CAMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1520A, PAGE 23.
- 8.) TOPOGRAPHY DEPICTED HEREON WAS REVISED 1/17/11 FROM ADDITIONAL FIELD SURVEYS PERFORMED 1/17-13/11 BY WITH 18 INCHES OF SHOW CENTER. POST ROAD SURVEYING, INC. IS NOT RESPONSIBLE FOR LOCATION OF IMPROVEMENTS WHICH ARE NOT VISIBLE OR APPARENT TO DATE OF SHOW CENTER.

**REFERENCE PLANS:**

- 1.) STANDARD BOUNDARY SURVEY FOR REBERT PETROLEUM COMPANY, KENSINGTON STREET, CAMBERLAND COUNTY, PORTLAND, MAINE, DATED MAY 15, 1988, REVISED 6/24/88, PREPARED BY HOWARD M. HENRI, JR., P.L.S., 586 HANNOCK STREET, BANGOR, MAINE 04401.
- 2.) TOWNSHAW NATIONAL REALTY, ST. LAW, INC., BERLIN ST. INC. RECORDS PROPOSED SALE OF LAND TO SUN OIL COMPANY, ON SEP 25, 1988. LAST REVISED JUL 1, 1989, PREPARED BY J.R. BRYANT, AREA ENGINEER, FILE 4200-75, PLAN 1442, RECORDED AT THE CAMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 86, PAGE 8.

**BENCHMARK DATA:**

BM# ELEV. 32.01' M.G. NO. 1248  
 DESCRIPTION - 3" SQUARE GRANITE ADJUSTMENT WITH BRASS PLUG AT THE INTERSECTION OF LOWELL AND KENDALL STREETS (K.E.M.A. REFERENCE MARK #4)

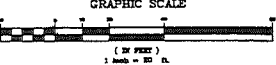
BM# ELEV. 33.01' M.G. NO. 1248  
 DESCRIPTION - 3" ROUND GRANITE ADJUSTMENT WITH BRASS PLUG AT THE INTERSECTION OF LOWELL AND KENDALL STREETS (K.E.M.A. REFERENCE MARK #4)

BM# ELEV. 15.16' M.G. NO. 1248  
 DESCRIPTION - TOP OF THE NORTHWEST CORNER OF THE CONCRETE FLAG POLE BASE, TWO INCHES IN FROM EACH FACE.

BM# ELEV. 11.21' M.G. NO. 1248  
 BM# ELEV. 11.21' M.G. NO. 1248  
 DESCRIPTION - U.S. ENGINEERING DEPARTMENT BRASS DOT STAMPED "74" LOCATED ON TOP OF THE BRIDGE REPAIRING WALL THAT RUNS APPROXIMATELY PARALLEL TO THE BRIDGE NOW OR FORMERLY OF THE CAMBERLAND NATIONAL REALTY.



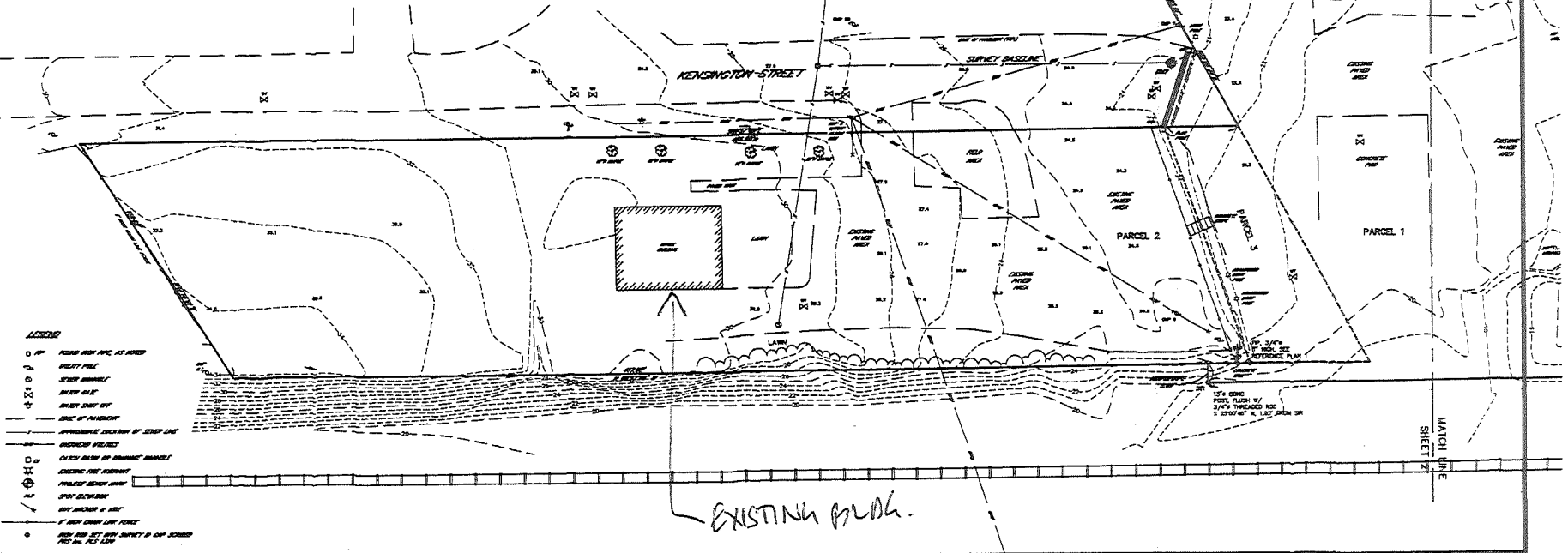
NO.	DATE	DESCRIPTION	BY
7	01/18/88	REVISED TITLE BLOCK	FEL
8	01/18/88	ADDED NOTE 8	FEL
9	01/18/88	SUPPLEMENTAL TIPS & NEW CONTOURS	FEL
1	12/18/88	ADDED WASTE STAKES SET	FEL
2	12/18/88	ADDED MONUMENTATION SET	FEL
3	11/02/88	REV. NOTE 8, ADDED NOTE 9	FEL
1	11/02/88	ADDED BOUNDARY LINE DATA	FEL
M.C.	DATE	DESCRIPTION	BY



**TOPOGRAPHIC PLAN**  
 PREPARED FOR  
**YACHT HAVEN, L.L.C.**  
 100 KENSINGTON STREET  
 PORTLAND - MAINE

Professional Engineer Seal for Francis L. Poirer, No. 1320, State of Maine.

Project: Yacht Haven, L.L.C.  
 Date: July 1, 2011  
 Scale: 1" = 20'



MATCH LINE  
SHEET 2



# MAINE YACHT CENTER, LLC

100 Kensington Street  
Portland, Maine 04103  
Tel. (207) 842-9000 • Fax (207) 842-9274  
[brian@maineyacht.com](mailto:brian@maineyacht.com)

THESE ARE COPIES OF ORIGINAL LETTERS SUBMITTED W/ PERMIT APPLICATION ON 9/07. EVERYONE IN NEIGHBORHOOD IS BEING AWARE THAT THE SINGLE HOUSE IS BEING DEMOLISHED AFTER 2 NEIGHBORHOOD MEETINGS AND MANY PUBLIC HEARINGS. IS BEING FULLY BROADCASTED BLOG.

September 14, 2007

Dear Neighbor,

We are applying for a demolition permit with the City of Portland to remove the small white single level house at 65 Kensington St.

We would like to remove this house, level and gravel the lot to create additional space for storage and overflow parking to help better serve our customers.

We will keep the row of large growth trees along Kensington St that currently provide a buffer for the house.

If you could please put your name, address, and signature below, it would be greatly appreciated.

If you have any questions, please feel free to give me a call or drop by to discuss.

Name: Kevin Noone

Address: 23 Berwick St

Signature: [Handwritten Signature]

Thank you.

Brian Harris  
General Manager



## MAINE YACHT CENTER, LLC

100 Kensington Street  
Portland, Maine 04103  
Tel. (207) 842-9000 • Fax (207) 842-9274  
[brian@maineyacht.com](mailto:brian@maineyacht.com)

September 14, 2007

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We will keep the row of large growth trees along Kensington St that currently provide a buffer for the house.

If you could please put your name, address, and signature below, it would be greatly appreciated.

If you have any questions, please feel free to give me a call or drop by to discuss.

Name: MIKE BILLINGS

Address 43 BERWICK ST

Signature Michael Billings

Thank you.

Brian Harris  
General Manager



## MAINE YACHT CENTER, LLC

100 Kensington Street  
Portland, Maine 04103  
Tel. (207) 842-9000 • Fax (207) 842-9274  
[brian@maineyacht.com](mailto:brian@maineyacht.com)

September 14, 2007

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If you could please put your name, address, and signature below, it would be greatly appreciated.

If you have any questions, please feel free to give me a call or drop by to discuss.

Name: DAVID A. ABILCGAARD

Address 27 BERWICK ST. PORT.

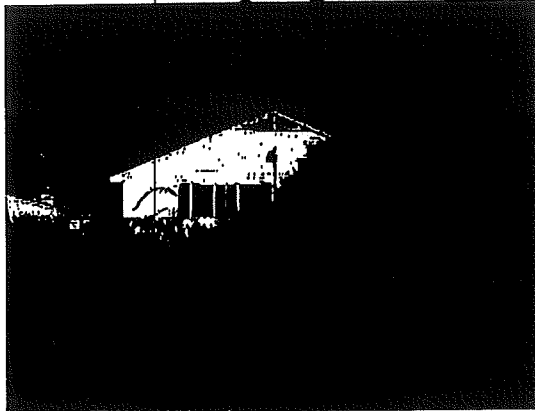
Signature 

Thank you.



Brian Harris  
General Manager

## **Cost Estimate and Proposal Bulk Sampling Services**



**(APC Project #07-351)**

**Prepared For:**

Brian Farris  
Maine Yacht center  
100 Kensington St  
Portland, Maine

**Project Location:**

65 Kensington St  
Portland, Maine

**From:**

Kyle Rickett  
Vice President  
Abatement Professionals Corp  
590 County Rd Suite #2  
Westbrook, Maine 04092

**September 24, 2007**



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590 County Rd Suite #2 Westbrook, Maine 04092

Tel: (207) 773-1276 Fax: (207) 772-1203

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September 24, 2007

Brian Farris  
Maine Yacht Center  
100 Kensington St  
Portland, Maine 04103

Dear Mr. Farris;

Please find enclosed for your review and file, the bulk sampling results that were collected by Kyle Rickett, Maine D.E.P. inspector number AI-0349, at, 65 Kensington St Portland, Maine on September 21, 2007.

Fifteen (15) Samples were collected and sent to EMSL in New Jersey where they were analyzed by Polarized Light Microscopy (PLM) (EPA test method #600/M4-82-020) for asbestos content.

All samples were found to contain **NO** asbestos

The State of Maine Department of Environmental Protection (DEP) considers a material to be an "asbestos containing material" when it is analyzed by PLM and found to contain greater than 1% asbestos

If you have any further questions or need additional information please feel free to contact me at (207)-773-1276.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Rickett', is written over a horizontal line.

Kyle Rickett  
Vice President

Enclosures





EMSL Analytical, Inc  
Revised 07/07/99

CHAIN OF CUSTODY

ASBESTOS

BMSL Rep: Paul Nyfield

Third Party Billing requires written authorization from third party

Your Company Name: Abatement Professionals Corp  
590 County Rd Suite #2  
Westbrook, Maine 04092

EMSL- Bill to: ABAT52

Fax Results: Kyle Rickett  
Telephone #: 207-772-1203

E-mail Results:  
Krickett@abatementpros.com

Project  
Name/Number: 65 Kensington St

Purchase Order # 140

MATRIX				TURNAROUND			
<input type="checkbox"/> Air	<input type="checkbox"/> Soil	<input type="checkbox"/> Micro-Vac		<input type="checkbox"/> 3 Hrs	<input type="checkbox"/> 6 Hrs	<input type="checkbox"/> 12 Hrs *	X 1 Day
X Bulk	<input type="checkbox"/> Drinking Water			<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days
<input type="checkbox"/> Wipe	<input type="checkbox"/> Waste Water			6-10 Days			

Please call ahead to schedule TEM AIR, 3 hours, 6 hours. There is a premium charge for 3 hour TAT; call 1-800-220-3675 for price prior to sending samples

You will be asked to sign an authorization form for this service  
\* 12 Hours must arrive by 11:00am Mon-Fri. Please refer to Price Quote

<p><b>PCM-AIR</b></p> <p><input type="checkbox"/> NIOSH 7400 (A) Issue 2; August 1994</p> <p><input type="checkbox"/> OSHA w/TWA</p> <p><input type="checkbox"/> Other:</p> <p><b>PLM-Bulk</b></p> <p>X EPA 600/R-93/116-Test Till Positive</p> <p><input type="checkbox"/> EPA Point Count 400</p> <p><input type="checkbox"/> NY Stratified Point Count</p> <p><input type="checkbox"/> PLM NOB (Gravimetric) NYS 198.1</p> <p><input type="checkbox"/> NIOSH 9002</p> <p><input type="checkbox"/> EMSL Standard Addition</p> <p><b>SEM Air or Bulk</b></p> <p><input type="checkbox"/> Qualitative</p> <p><input type="checkbox"/> Quantitative</p>	<p><b>TEM-AIR</b></p> <p><input type="checkbox"/> AHERA 40 CFR, Part 763 Subpart E</p> <p><input type="checkbox"/> NIOSH 7402 Issue 2</p> <p><input type="checkbox"/> EPA Level II</p> <p><b>TEM-Bulk</b></p> <p><input type="checkbox"/> Drop Mount (Qualitative)</p> <p><input type="checkbox"/> Chatfield SOP-1988-02</p> <p><input type="checkbox"/> TEM NOB (Gravimetric) NY 198.4</p> <p><input type="checkbox"/> EMSL Standard Addition</p> <p><b>PLM Soil</b></p> <p><input type="checkbox"/> EPA Protocol Qualitative</p> <p><input type="checkbox"/> EPA Protocol Quantitative</p> <p><input type="checkbox"/> BMSL MSD 9000 Method fibers/gram</p>	<p><b>TEM-WATER</b></p> <p><input type="checkbox"/> EPA 100.1</p> <p><input type="checkbox"/> EPA 100.2</p> <p><input type="checkbox"/> NYS 198.2</p> <p><b>TEM Micro Vac/wipe</b></p> <p><input type="checkbox"/> ASTM D 5755-95</p> <p><input type="checkbox"/> Wipe Qualitative</p> <p><b>XRD</b></p> <p><input type="checkbox"/> Asbestos</p> <p><input type="checkbox"/> Silica NIOSH 7500</p> <p><b>OTHER</b></p> <p><input type="checkbox"/></p>
--	---	---

Client Sample # (s) B-1-A-B-5-C

Total Sample #: 15

Relinquished: _____	Date: <u>9/21/07</u>	Time: <u>10:57</u>
Received: _____	Date: _____	Time: _____
Relinquished: _____	Date: _____	Time: _____
Received: _____	Date: _____	Time: _____



390 County Rd. Suite #2 Westbrook, Maine 04092

Tel: (207) 773-1276 Fax: (207) 772-1203

65 Kensington St

Sample Number	Bulk Sample / Description / Location	Volume
B-1-A	Brick Pattern Lino	400
B-1-B	"	
B-1-C	"	
B-2-A	Slate Pattern Lino	200
B-2-B	"	
B-2-C	"	
B-3-A	2x2 Ceiling Tile	780
B-3-B	"	
B-3-C	"	
B-4-A	2x4 Ceiling Tile	400
B-4-B	"	
B-4-C	"	
B-5-A	Textured Paint on Sheetrock	
B-5-B	"	
B-5-C	"	



**EMSL Analytical, Inc.**  
 107 Haddon Ave., Westmont, NJ 08108  
 Phone: (856) 858-4800 Fax: (856) 858-4960 Email: [westmontashlab@EMSL.com](mailto:westmontashlab@EMSL.com)

Attn: **Kyle Rickett**  
**Abatement Professionals Corp.**  
**590 County Road**  
**Westbrook, ME 04092**

Fax: (207) 772-1203 Phone: (207) 773-1276  
 Project: 65 KENSINGTON ST.

Customer ID: ABAT62  
 Customer PO: 140  
 Received: 09/22/07 10:00 AM  
 EMSL Order: 040723689  
 EMSL Proj:  
 Analysis Date: 9/24/2007  
 Report Date: 9/24/2007

**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Location	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B-1-A 040723689-0001	BRICK PATTERN LINO	Gray/Pink Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (other)	None Detected
B-1-B 040723689-0002	BRICK PATTERN LINO	Gray/Pink Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (other)	None Detected
B-1-C 040723689-0003	BRICK PATTERN LINO	Gray/Pink Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (other)	None Detected
B-2-A 040723689-0004	SLATE PATTERN LINO	Gray Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (other)	None Detected
B-2-B 040723689-0005	SLATE PATTERN LINO	Gray Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (other)	None Detected
B-2-C 040723689-0006	SLATE PATTERN LINO	Gray Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (other)	None Detected
B-3-A 040723689-0007	2X2 CEILING TILE	Gray/White Fibrous Heterogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (other)	None Detected
B-3-B 040723689-0008	2X2 CEILING TILE	Gray/White Fibrous Heterogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (other)	None Detected

Analyst(s)  
 Alexis Turner (6)  
 Jerry Cherian (10)

Stephen Sigel, CIH, Laboratory Manager  
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. The test results contained within this report meet the requirements of NELAP unless otherwise noted. Samples received in good condition unless otherwise noted.  
 Analysis performed by EMSL Westmont (NYLAP #101048-0), NY ELAP 10872



**EMSL Analytical, Inc.**  
 107 Haddon Ave., Westmont, NJ 08108  
 Phone: (856) 858-4800 Fax: (856) 858-4960 Email: [westmontlab@EMSL.com](mailto:westmontlab@EMSL.com)

**Attn: Kyle Rickett**  
**Abatement Professionals Corp.**  
**590 County Road**  
**Westbrook, ME 04092**

Fax: (207) 772-1203 Phone: (207) 773-1276  
 Project: 66 KENSINGTON ST.

Customer ID: ABAT62  
 Customer PO: 140  
 Received: 08/22/07 10:00 AM  
 EMSL Order: 040723688  
 EMSL Proj:  
 Analysis Date: 9/24/2007  
 Report Date: 9/24/2007

**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Location	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B-3-C 040723688-0009	2X2 CEILING TILE	Gray/White Fibrous Heterogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (other)	None Detected
B-4-A 040723688-0010	2X4 CEILING TILE	Gray/White Fibrous Heterogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (other)	None Detected
B-4-B 040723688-0011	2X4 CEILING TILE	Gray Fibrous Heterogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (other)	None Detected
B-4-C 040723688-0012	2X4 CEILING TILE	Gray Fibrous Heterogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (other)	None Detected
B-5-A 040723688-0013	TEXTURED PAINT ON SHEETROCK	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B-5-B 040723688-0014	TEXTURED PAINT ON SHEETROCK	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B-5-C 040723688-0015	TEXTURED PAINT ON SHEETROCK	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)  
 Alexis Turner (5)  
 Jerry Cherian (10)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. The test results contained within this report meet the requirements of NELAP unless otherwise noted. Samples received in good condition unless otherwise noted.  
 Analysis performed by EMSL Westmont (NVLAP #101048-0), NY ELAP 10872

Date/Time: Sep. 24. 2007 4:13PM

File

No.	Mode	Destination	Pg(s)	Result	Page Not Sent
5964	Memory TX	2877826	P. 2	OK	

Reason for error

- E. 1) Hang up or line fail
- E. 2) Busy
- E. 3) No answer
- E. 4) No facsimile connection
- E. 5) Exceeded max. E-mail size

100 Kensington Street  
 Portland, ME 04103  
 Phone: 207.842.8000  
 Fax: 207.842.8274  
 www.mayacht.com



# Fax

To: Sandy From: Brian Harris  
 Fax: 287-7826 Pages: 2  
 Phone: \_\_\_\_\_ Date: 9/24/07  
 Ref: \_\_\_\_\_ cc: \_\_\_\_\_

- Urgent  For Review  Please Comment  Please Reply  Please Recycle

Comments:

Demo permit for  
 65 Kensington St.

Thuf  
 Bona



**Maine Department of Environmental Protection  
Lead & Asbestos Hazard Prevention Program**  
17 State House Station, Augusta, Me 04333-0017  
Tel: (207) 287-2651 Fax: (207) 287-7826



**Building Demolition Notification Form (BDNF)**

**Important Notice: Maine law requires the filing of this "Building Demolition Notification Form" prior to demolition of any building except a single-family home**

1) Building owners are required to provide this notification of the demolition of a building to the DEP at least 5 working days prior to the demolition. This notification is not required before the demolition of a single-family residence or related structure (e.g., garage, shed, barn). It is also not required if previous notification of the demolition has been provided to the DEP as part of an asbestos abatement project notification. *Demolition* means the tearing down or intentional burning of a building or part of a building.

2) Prior to demolition, building owners must determine if there is any asbestos-containing material(s) (ACM) in the building. An "asbestos inspection" by a DEP-licensed Asbestos Consultant is required for all buildings except single-family homes and residential buildings with 2-4 units built after 1980. In lieu of an asbestos inspection, pre-1981 residential buildings with 2-4 units can be surveyed to identify possible ACM by someone knowledgeable about ACM, such as a code enforcement officer or building inspector. If materials that may contain asbestos are found, then you can either assume they are ACM or hire a DEP-licensed Asbestos Consultant to test the materials.

3) Whenever more than 3 square feet or 3 linear feet of ACM is identified, the ACM must be abated in accordance with the *Maine Asbestos Management Regulations* by a DEP-licensed Asbestos Abatement Contractor. This includes materials presumed to be ACM. Check [www.state.me.us/dep/rwm/asbestos/index.htm](http://www.state.me.us/dep/rwm/asbestos/index.htm) for a listing of asbestos contractors.

Prior to issuing a local demolition permit, the DEP requests that municipalities have applicants for municipal demolition permits complete this form and fax it to the DEP at 207-287-7826. Municipalities should not issue local demolition permits if the required asbestos inspection or survey has not been performed and identified ACM removed.

Were asbestos-containing materials found?  yes  no  no inspection or survey required (post-1980 2-4 unit)

property address: 65 Kensington St Portland ME 04103	building description: <input type="checkbox"/> pre-1981 residential with 2-4 units <input type="checkbox"/> post-1980 residential with 2-4 units <input checked="" type="checkbox"/> other: pre 1981 Single Family House
asbestos survey performed by: (name & address) Abatement Professional Corp 590 County Rd. Suite #2 Westbrook ME 04092 telephone: 773-1276	asbestos inspection performed by: (name of licensed Asbestos Consultant) Kyle Rickett telephone: 773-1276
property owner: (name & address) MAINE YACHT CENTER 100 Kensington St Portland ME 04103 telephone: 842-9000	demolition contractor: (name & address) R.E. Coleman, Inc 17 Coleman Rd Falmouth, ME 04105 telephone: 831-2822 878-5049
demolition start date:	demolition end date:

Notification Submitted by: (please print)

9/24/07  
Date Submitted

Help save Maine fisheries – Remove and recycle mercury thermostats and fluorescent lamps from your building prior to demolition!

**Order 97-09/10 Order Appropriating \$2,915 from the Public Art Committee's Percent (Tab 13) for Art CIP Fund to Assist with the Reinstallation of the Little Water Girl Fountain Sculpture at the Portland Public Library - Sponsored by Councilor David A. Marshall.**

The Little Water Girl fountain sculpture is soon to be relocated into the new library space created by the renovation project. In completing the design details for the re-installation, and the associated plumbing and anchoring methods, the library architect requested the advice and assistance of the Public Art Committee. The Public Art Committee consulted with their conservator, Jonathan Taggart, who has, over the years been contracted to perform conservation services on Portland's outdoor sculpture. It became evident that Mr. Taggart's services are needed by the library to assist in determining the appropriate installation details, and ensuring that the sculpture is managed and treated with necessary care and protection. The Library requested the Portland Public Art Committee to consider a financial contribution from its percent for art fund available for conservation purposes, to contract with Mr. Taggart to perform this service.

On September 16, 2009, the Public Art Committee voted unanimously (6-0) to approve an allocation of \$2,915 for this purpose. This item must now come before the Portland City Council as an appropriation from the Public Art CIP fund.

This item is a two-reading item. In order for the reinstallation to be done in coordination with other plumbing work and repair work being done as part of the library renovation, staff is recommending that the Council waive the second reading and enact this order as an emergency. Seven votes are required to waive the second reading and for emergency enactment. If the Council waives the second reading, it will take public comment prior to Council action on the item.

**Order 98-09/10 Order of Demolition Pursuant to 17 M.R.S.A. § 2853, et seq. (Tab 14) Re: Premises at 6 Washington Ave - Sponsored by Joseph E. Gray, City Manager.**

This Order authorizes the demolition of the building structure located at 6 Washington Ave due to its deteriorated condition. The property owner agrees that the building needs to come down and will not contest demolition and has further agreed to take down the building within ten (10) days from the date of this Order.

Five affirmative votes are required for passage after public comment.

**AMENDMENTS:**

100 Kensington St

**Order 99-09/10 Amendment to City Code Sec. 14-49 (Zoning Text and Map (Tab 15) Amendment) RE: Conditional Re-Zoning for Property in the Vicinity of Kensington Street - Sponsored by the Planning Board, David Silk, Chair.**

Maine Yacht Center, LLC, is requesting a conditional rezoning from R-3 to 1-L for their property along Kensington Street. The rezoning would allow outdoor storage and seasonal repair and maintenance of boats, masts, stands and accessory marine equipment. The conditional rezoning defines and limits the commercial marine facility uses that would be permitted with the zone and allows for a parking area with up to 18 spaces.

On October 13, 2009 the Planning Board voted unanimously to recommend approval to the City Council the adoption of the proposed conditional rezoning of 45-81 Kensington Street from Residential R-3 to 1-L Light Industrial and found the proposed rezoning for the Maine Yacht Center to be consistent with Portland's Comprehensive Plan.

This item must be read on two separate days. This is its first reading.

**LICENSE RENEWALS:**



# PORTLAND MAINE

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

enny St. Louis Littell, Director of Planning and Development  
large Schmuckal, Zoning Administrator

## Meeting Information

DATE: 1/6/10 ZONE: Conditional/contract Zone

LOCATION: 100 Kensington

PEOPLE PRESENT: Tom Doyle - Steve B. - Brian -  
Margo - Eric -

DISCUSSION: - will get us a copy of the recorded contract  
step <sup>plan</sup> goes to PB instead of just planning Authority  
side walks & \$2,500 contribution  
"Green Grant" availability  
Drainage & storm water - need to submit <sup>to</sup> explaining A  
lighting - Non proposed soil filter to rail  
include statements about lighting (None Anticipated.)  
hoping to submit ~~ed~~ by 1/22/10  
Asked About fees - ERIC will check & get back -

Please note: this meeting is not an pre-approval of any ordinances. No project can be approved without going thru the appropriate reviews. This meeting is only to outline the City processes to go through based on the information given at this meeting. Any changes to that information may change the process requirements. Please check ordinances that are on-line for further information at [www.portlandmaine.gov](http://www.portlandmaine.gov).



JAN - 5 2010

CONDITIONAL ZONE AGREEMENT

This Agreement made this 18<sup>th</sup> day of December, 2009 by MAINE YACHT CENTER, LLC, a Maine limited liability company formerly known as Yacht Haven LLC, with a principal place of business in Portland, Maine (hereinafter "Maine Yacht Center").

WITNESSETH:

WHEREAS, Maine Yacht Center owns real property located at 45-81 Kensington Street fronting on Casco Bay in the City of Portland, consisting of parcels shown on the City's Tax Map 429, Block G, Lots 1 to 7 and on Tax Map 430, Block E, Lots 1, 2, 3 and 4, Block B Lots 13, 15 and X-1, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 15720, Page 73 (collectively the "Property"); and

WHEREAS, Maine Yacht Center proposes to improve its existing commercial marine facility in order to allow for the outdoor storage of boats, masts and stands, seasonal minor repair and maintenance of boats, masts, stands and accessory marine equipment, and to construct stormwater control facilities in accordance with Chapter 32 of the City's Code of Ordinances on a portion of the Property designated as Tax Map 429, Block G, Lots 1-7 and also on Tax Map 430, Block E, Lots 1 to 4 (the "Affected Property");

WHEREAS, on other portions of its Property presently zoned I-L Industrial, Maine Yacht Center made a substantial investment in its 400 feet of water front property to create an attractive full service marina and boatyard including a 990 foot long, 650 ton floating concrete breakwater, a marina basin with 80 boat slips, a newly dredged 8 foot deep fairway channel, and a new 300' x 140' building which incorporates 35,000 sq ft of boat storage and workshop space, offices, bathrooms, shower, laundry, customer lounge and store, with modern stormwater and utility services complying with the environmental standards and with the Maine Department of Environmental Protection's Clean Marinas & Boatyards Program and most recently is constructing a 80 ton travel lift and bottom washing containment area facility, and desires to use the Affected Property in order to support its existing facilities;

WHEREAS, the Affected Property is surrounded by Kensington Street, Interstate 295 and the former Canadian National railroad corridor now owned by the State of Maine Department of Transportation (See Cumberland County Registry of Deeds Book 10924, Page 91);

WHEREAS, the Affected Property is currently zoned "R-3" Residential;

WHEREAS, the Property has been previously used as a petroleum storage and heating oil distribution facility (now removed, remediated and discontinued);

WHEREAS, the other portions of the Maine Yacht Center's Property is presently zoned "I-L" Industrial;

WHEREAS, the State of Maine has a 400 year tradition of boat building and repair;

1           WHEREAS, the City's Comprehensive Plan, indicates that the I-L zone is intended to  
2 provide areas in which low impact industrial uses will be compatible with adjacent residential  
3 units and provide a buffer between residential neighborhoods and the I-M industrial zone; and

4           WHEREAS the City's Comprehensive Plan finds that the City is a "waterfront city"  
5 with one of the finest harbors on the east coast, and calls for the City to encourage private and  
6 public sector waterfront investments and to create waterfront centered economic development;  
7 and  
8

9           WHEREAS, the Comprehensive Plan indicates that it is a goal of the City to facilitate  
10 public access along shore areas; and  
11

12           WHEREAS, due to the Affected Property's location on the shore and between an  
13 established residential neighborhood and moderate industrial use, this rezoning will provide a  
14 buffer between the residential neighborhood and the I-M zone and facilitate public access along  
15 the shore; and

16           WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon,  
17 recommended the rezoning of the Affected Property as aforesaid, subject, however, to certain  
18 conditions contained in this Agreement; and  
19

20           WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and  
21 Portland City Land Use Code (the "Code") §§ 14-60 to 14-62, after notice, hearing and due  
22 deliberation thereon, has determined that because of the unusual nature and unique location of  
23 the proposed development, and its minimal impact on and compatibility with the surrounding  
24 community, it is necessary and appropriate to recommend the rezoning of the Affected Property  
25 as aforesaid, with the following conditions and restrictions set forth in this Agreement; and  
26

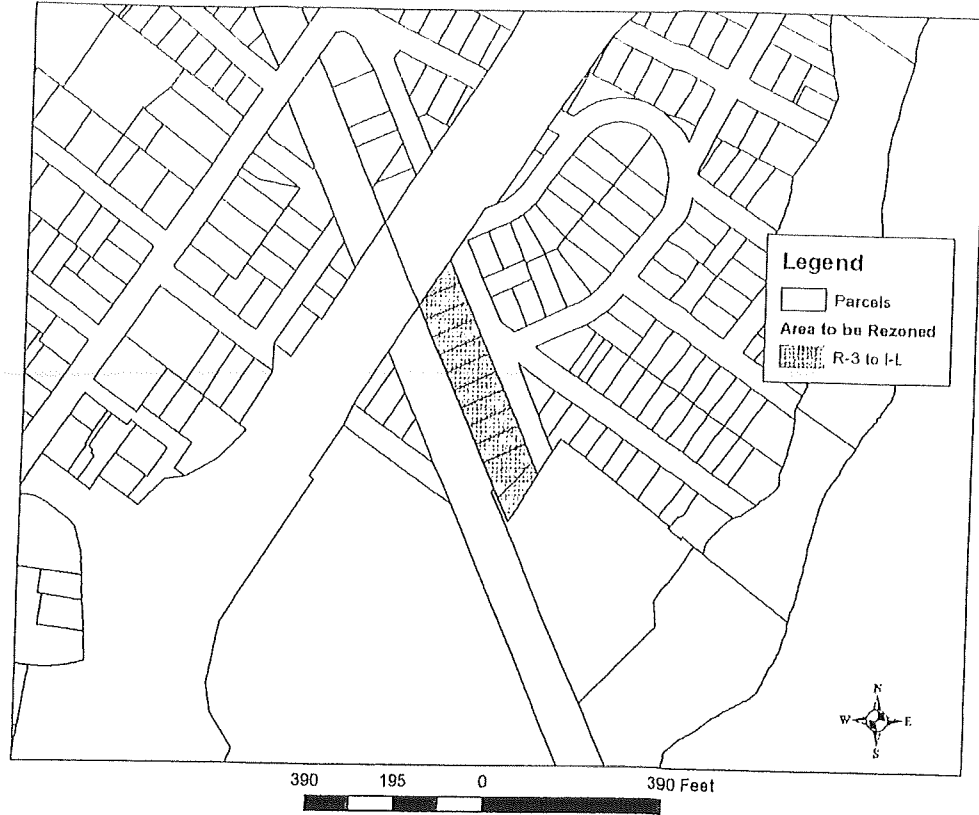
27           WHEREAS, the Portland City Council has on December 7, 2009 approved this  
28 Agreement in its entirety, by City Council Order No. 99-09/10, a true copy of which is attached  
29 hereto as Exhibit A (the "Order");  
30

31           NOW, THEREFORE, in consideration of the rezoning, Maine Yacht Center covenants  
32 and agrees as follows:  
33

34           1. The City hereby amends the Zoning Map of the City of Portland dated December  
35 2000, as amended from time to time and on file in the Department of Planning and  
36 Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the  
37 Code, by adopting the map change amendment shown below, namely a rezoning to conditional  
38 I-L Industrial of the Affected Property subject to the terms and conditions of this Agreement.  
39 If this Agreement is not recorded within sixty (60) days of the effective date of the City  
40 Council's approval of said rezoning, then the rezoning shall become null and void and the  
41 zoning of the Property shall revert to the pre-existing R-3 zone.

shall record within  
60 DAYS or  
revert to R-3

Figure 1: Maine Yacht Center Rezone R-3 to I-L



1

2

3         2. Maine Yacht Center is authorized to establish and maintain only the following uses  
4 on the Affected Property in accordance with the Preliminary Site Plan attached hereto as  
5 Exhibit B:

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- a. a commercial marine facility for the open air/outdoor storage of boats (less than 90 ft. in height from the top of the mast to the waterline and/or less than 30 ft. in height from the keel to the top of a boat without a mast) on trailers or stands (vertical stacking of boats is prohibited), and seasonal maintenance and minor repair of boats, trailers, masts and stands, which shall be limited to buffing and waxing, sanding, varnishing and painting, installing and removing winter covers and frames, fitting of new zincs and the removal and installation of propellers and other minor repairs all of which shall be in connection with the routine seasonal winterizing and commissioning of boats, but with no major or structural repairs, major engine repairs, sandblasting, bottom high pressure washing or overnight lodging permitted;
- b. Eighteen (18) motor vehicle parking spaces for use by customers, employees and visitors to the Property as designated on the attached Plan; and

- 1 c. stormwater and erosion control facilities and landscape buffer areas as  
2 designated on the attached Plan;
- 3 d. the trail easement granted to the City of Portland and recorded in the  
4 Cumberland County Registry of Deeds in Book 20400, Page 277 as accepted by  
5 City Council Order #55-03/04 the terms of which are incorporated by reference  
6 (the "Trail Easement").
- 7 (collectively the "Permitted Uses").

8 All work done on the Affected Property shall be performed in accordance with the  
9 requirements and standards of the Maine Department of Environmental Protection's  
10 Best Management Practices for Maine's Boatyards and Marinas as well as the State of  
11 Maine Clean Boatyards and Marinas program, or any similar standards subsequently  
12 adopted by the Maine Department of Environmental Protection.

13  
14 Boat owners working on their own boats must follow the policies outlined in the MYC  
15 Best Management Practices for outside storage customers, a copy of which is attached  
16 as Exhibit C.  
17

18 3. The use of the Affected Property, by virtue of this contract rezoning, shall be limited  
19 to the aforementioned Permitted Uses, and such uses shall be the only uses allowed on the  
20 Affected Property and shall supersede any other permitted uses contained within the I-L  
21 industrial zone as specified in the Portland Land Use Ordinance.

22 4. No temporary or permanent structures (including, but not limited to, buildings, tents,  
23 enclosures and sheds) other than covers directly attached to boats shall be used, constructed,  
24 erected or placed upon the Affected Property.

25 5. The Affected Property will be developed substantially in accordance with the  
26 Preliminary Site Plans submitted by Blais Civil Engineers attached hereto as Exhibit B (the  
27 "Improvements"), with the details of landscape buffering, fence and gate design being subject  
28 to Planning Board approval as set forth below.

29 6. After receiving site plan approval from the Planning Board and obtaining all  
30 applicable city permits (including, but not limited to a demolition permit), and before  
31 constructing any additional improvements on the Affected Property, Maine Yacht Center shall  
32 demolish the existing 3,150 square foot office building located on the Affected Property.

33 In addition, as part of the site plan review process, Maine Yacht Center shall submit a  
34 landscape plan that provides adequate buffering along Kensington Street, which may include  
35 shrubs, trees, fence and gate in locations approved by the Planning Board with input from the  
36 City Arborist. The planted landscape buffering along Kensington Street shall be installed and  
37 permanently maintained by Maine Yacht Center. Such planted landscape buffering, fence and  
38 gate shall also remain in perpetuity and shall not be eliminated by Maine Yacht Center or its  
39 successors, provided that, to the extent applicable, the planted landscape buffering may be  
40 maintained according to standards contained within the *National Arborist Association, Inc.*  
41 *Standards for Tree Care Operations.*

Green Giant  
Arborvite

1           7. The proposed improvements of the Affected Property as depicted on Exhibit B shall  
2 be subject to site plan review under the provisions of the Portland Land Use Code and this  
3 Agreement.

4           8. For the Affected Property, the underlying dimensional requirements of the I-L zone  
5 shall apply and are modified as follows:

6           (a) Maximum impervious surface ratio of sixty-five percent is hereby amended to  
7 permit a 85% ratio in accordance with the "Proposed Gravel Area" and the storm water  
8 system and "Crushed Stone Channel" surfaces as shown on the Preliminary Site Plan;

9           (b) Minimum side yard setback of twenty-five feet generally and forty feet if the side  
10 property line abuts a residential zone are hereby amended as follows:

11           i. a zero (0) foot setback from the Property boundary for the "Proposed Gravel  
12 Area" and for any and all boats, masts, stands and ancillary equipment as shown  
13 on Exhibit B; but

14           ii. a five (5) foot setback from a portion of the Trail Easement located along the  
15 northerly property line as shown on Exhibit B for any and all boats, masts,  
16 stands and trailers placed on the "Proposed Gravel Area." Boats, masts, stands  
17 and trailers shall not be allowed to intrude or overhang into said five (5) foot  
18 setback area or the Trail Easement.

19           (c) Minimum rear yard setback of twenty-five feet generally and forty feet if the rear  
20 property line abuts a residential zone are hereby amended as follows:

21           i. a zero (0) foot setback from the Property Line and from the Trail Easement,  
22 as long as it remains in effect, for the "Proposed Gravel Area" as shown on  
23 Exhibit B. Boats, masts, stands and trailers shall not be allowed to intrude or  
24 overhang into the Trail Easement.

25           (d) Minimum front yard setback of twenty-five feet generally is hereby amended as  
26 follows:

27           i. a zero (0) foot setback from the Property Line for the landscape buffer, fence,  
28 gate and stormwater improvements as generally shown on Exhibit B and as  
29 more particularly modified by the Site Plan approval process; and

30           ii. a fifteen (15) foot setback from Kensington Street for the "Proposed Gravel  
31 Area" and for any and all boats, masts, stands and trailers on the "Proposed  
32 Gravel Area." Boats, masts, stands and trailers shall not be allowed to intrude or  
33 overhang into the landscape buffer or stormwater improvements as generally  
34 shown on Exhibit B and as the particulars may be modified by the Site Plan  
35 approval process.

36           (e) Pavement setback from lot boundary of Fifteen (15) feet for driveways, parking lots  
37 and other paved circulation areas is hereby amended as follows:

1 i. a zero (0) foot setback for the "Proposed Gravel Area" and pavement to be  
2 used for boat storage and maneuvering as shown on Exhibit B.

3 9. Maine Yacht Center shall install a sidewalk(s) and resurface the existing sidewalk on  
4 the east side of Kensington Street running from the Interstate highway overpass to Winsor  
5 Terrace. Maine Yacht Center shall also contribute \$2,500.00 to the City for trail improvements  
6 in the vicinity of the Affected Property with preference given to the Trail Easement area, to be  
7 utilized within five (5) years of the date of the Planning Board's approval of the site plan for  
8 the Affected Property or returned to Maine Yacht Center.

9  
10 10. No lighting has been proposed on the Affected Property. If any such lighting shall  
11 be requested in the future, Maine Yacht Center shall seek and receive approval from the  
12 Planning Authority for said lighting.

13  
14 11. Maine Yacht Center and its customers (i.e. persons using its facilities to store and  
15 maintain their boats, masts, stands or related marine equipment) shall not engage in  
16 maintenance activities on their boats, masts, stands or related marine equipment between the  
17 hours of 6:00 pm and 8:00 am except during a hurricane or tropical storm warning or watch as  
18 declared by a governmental authority.

19  
20 12. Maine Yacht Center shall require that its customers (i.e. persons using its facilities  
21 to store and maintain their boats, masts, stands or trailers) comply with the rules and  
22 regulations of the Maine Yacht Center, attached hereto as Exhibit C.

23  
24 13. Maine Yacht Center shall be responsible for ongoing maintenance of the Affected  
25 Property, including snowplowing, sanding, sweeping, lighting, trash pickup (at least weekly),  
26 etc. and shall operate the facility in accordance with the requirements of the Maine Department  
27 of Environmental Protection's Best Management Practices Manual for Maine's Boatyards and  
28 Marinas.

29  
30 14. Maine Yacht Center shall annually submit to the Planning Authority evidence of  
31 certification under the State of Maine Clean Boatyards and Marinas program, and comply with  
32 all standards of said program.

33  
34 15. The provisions of this Agreement are intended to replace and/or supersede the  
35 requirements of the underlying I-L zone. As stated above, to the extent not otherwise altered  
36 herein, the zoning requirements for the I-L zone (including, but not limited to, sections 14-235  
37 and 14-236) shall apply to the Affected Property.

38  
39 16. As a condition of this rezoning, the Planning Board shall be substituted for the  
40 Planning Authority for purposes of evaluating and approving Maine Yacht Center's initial site  
41 plan for the Affected Property.

42  
43 17. In the event of a breach by Maine Yacht Center or its successors or assigns of the  
44 zoning provisions contained herein (whether the Zoning Administrator, the Zoning Board of  
45 Appeals or a court determines such breach), the Planning Board, after notice, reasonable

1 opportunity to cure and hearing, may recommend to the City Council that the conditional zone  
2 and this Agreement be amended, or be rescinded, such rescission to result in the termination of  
3 this Agreement and a reversion of the Affected Property to the R-3 zone requirements in place  
4 before the execution of this Agreement.

5 18. The above stated restrictions, provisions, and conditions are an essential part of the  
6 rezoning, shall run with the Property, shall bind and benefit Maine Yacht Center, any entity  
7 affiliated with Maine Yacht Center that takes title to the Affected Property, its successors and  
8 assigns, and any party in possession or occupancy of said Affected Property or any part thereof,  
9 and shall inure to the benefit of and be enforceable by the City of Portland, by and through its  
10 duly authorized representatives. Maine Yacht Center shall file a counterpart original of this  
11 Agreement in the Cumberland County Registry of Deeds.


12  
13 19. This Agreement shall be enforced pursuant to the land use enforcement provisions  
14 of state law including, but not limited to, 30-A MRSA § 4452 and the Portland City Code.

15  
16 20. If any of the restrictions, provisions, conditions, or portions thereof set forth herein  
17 is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such  
18 portion shall be deemed as a separate, distinct, and independent provision and such  
19 determination shall not affect the validity of the remaining portions hereof.

20  
21 21. Except as expressly modified herein, the development shall be governed by and  
22 comply with the provisions of the Portland City Code and any applicable amendments thereto  
23 or replacement thereof.

24  
25 Witness its hand and seal on the date set forth above.

26 MAINE YACHT CENTER, LLC

27  
28  
29 by:   
30 BRIAN A. HARCEY, its Manager

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Witness

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State of Maine  
County of Cumberland, ss

December 18, 2009

Then personally appeared before me the above named Brian Harris in his  
said capacity and acknowledged the foregoing to be his free act and deed and the free act and  
deed of said limited liability company.

Before Me,  
*L.R. Clough*  
Notary public Member Attorney at Law  
Name: Lawrence R. Clough

Me Yacht CZA - Final 12-7-09.Doc  
12/18/2009 14:11



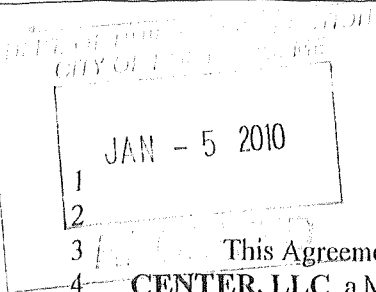


City of Portland  
GIS



DISCLAIMER : This is a product of the City of Portland MIS Department. The data depicted here have been developed with cooperation from other federal, state and local agencies. The City of Portland expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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City of Portland  
389 Congress St.  
Portland, Maine  
04101



**CONDITIONAL ZONE AGREEMENT**

This Agreement made this 18<sup>th</sup> day of December, 2009 by MAINE YACHT CENTER, LLC, a Maine limited liability company formerly known as Yacht Haven LLC, with a principal place of business in Portland, Maine (hereinafter "Maine Yacht Center").

WITNESSETH:

WHEREAS, Maine Yacht Center owns real property located at 45-81 Kensington Street fronting on Casco Bay in the City of Portland, consisting of parcels shown on the City's Tax Map 429, Block G, Lots 1 to 7 and on Tax Map 430, Block E, Lots 1, 2, 3 and 4, Block B Lots 13, 15 and X-1, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 15720, Page 73 (collectively the "Property"); and

WHEREAS, Maine Yacht Center proposes to improve its existing commercial marine facility in order to allow for the outdoor storage of boats, masts and stands, seasonal minor repair and maintenance of boats, masts, stands and accessory marine equipment, and to construct stormwater control facilities in accordance with Chapter 32 of the City's Code of Ordinances on a portion of the Property designated as Tax Map 429, Block G, Lots 1-7 and also on Tax Map 430, Block E, Lots 1 to 4 (the "Affected Property");

WHEREAS, on other portions of its Property presently zoned I-L Industrial, Maine Yacht Center made a substantial investment in its 400 feet of water front property to create an attractive full service marina and boatyard including a 990 foot long, 650 ton floating concrete breakwater, a marina basin with 80 boat slips, a newly dredged 8 foot deep fairway channel, and a new 300' x 140' building which incorporates 35,000 sq ft of boat storage and workshop space, offices, bathrooms, shower, laundry, customer lounge and store, with modern stormwater and utility services complying with the environmental standards and with the Maine Department of Environmental Protection's Clean Marinas & Boatyards Program and most recently is constructing a 80 ton travel lift and bottom washing containment area facility, and desires to use the Affected Property in order to support its existing facilities;

WHEREAS, the Affected Property is surrounded by Kensington Street, Interstate 295 and the former Canadian National railroad corridor now owned by the State of Maine Department of Transportation (See Cumberland County Registry of Deeds Book 10924, Page 91);

WHEREAS, the Affected Property is currently zoned "R-3" Residential;

WHEREAS, the Property has been previously used as a petroleum storage and heating oil distribution facility (now removed, remediated and discontinued);

WHEREAS, the other portions of the Maine Yacht Center's Property is presently zoned "I-L" Industrial;

WHEREAS, the State of Maine has a 400 year tradition of boat building and repair;

1           WHEREAS, the City's Comprehensive Plan, indicates that the I-L zone is intended to  
2 provide areas in which low impact industrial uses will be compatible with adjacent residential  
3 units and provide a buffer between residential neighborhoods and the I-M industrial zone; and  
4

5           WHEREAS the City's Comprehensive Plan finds that the City is a "waterfront city"  
6 with one of the finest harbors on the east coast, and calls for the City to encourage private and  
7 public sector waterfront investments and to create waterfront centered economic development;  
8 and  
9

10           WHEREAS, the Comprehensive Plan indicates that it is a goal of the City to facilitate  
11 public access along shore areas; and

12           WHEREAS, due to the Affected Property's location on the shore and between an  
13 established residential neighborhood and moderate industrial use, this rezoning will provide a  
14 buffer between the residential neighborhood and the I-M zone and facilitate public access along  
15 the shore; and

16           WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon,  
17 recommended the rezoning of the Affected Property as aforesaid, subject, however, to certain  
18 conditions contained in this Agreement; and  
19

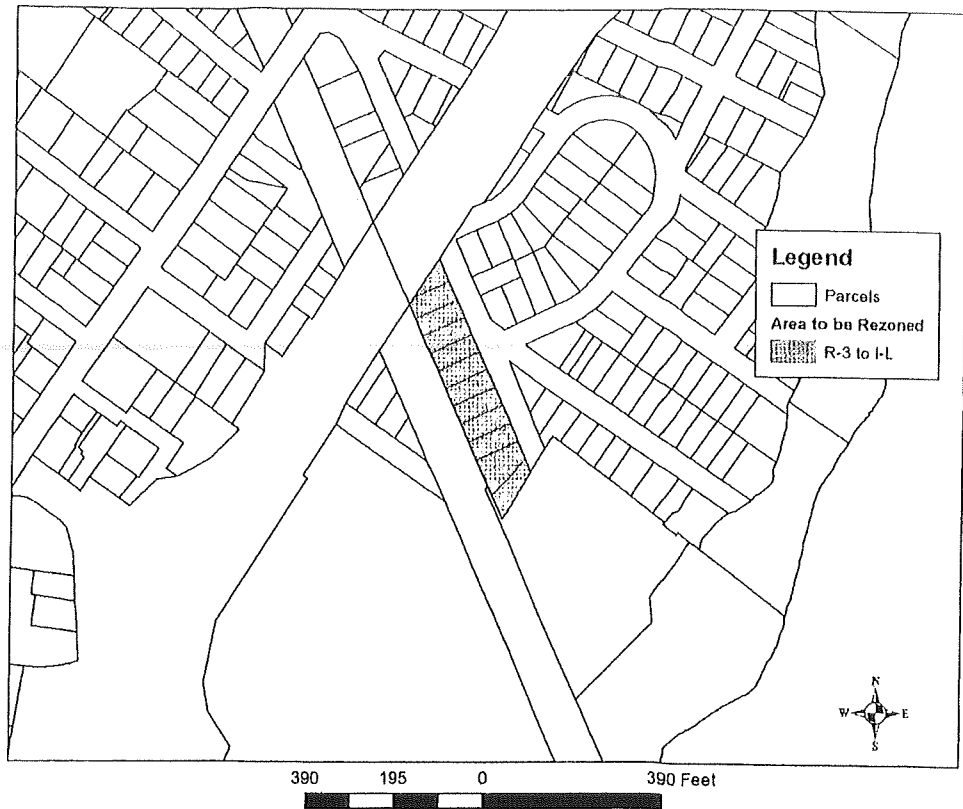
20           WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and  
21 Portland City Land Use Code (the "Code") §§ 14-60 to 14-62, after notice, hearing and due  
22 deliberation thereon, has determined that because of the unusual nature and unique location of  
23 the proposed development, and its minimal impact on and compatibility with the surrounding  
24 community, it is necessary and appropriate to recommend the rezoning of the Affected Property  
25 as aforesaid, with the following conditions and restrictions set forth in this Agreement; and  
26

27           WHEREAS, the Portland City Council has on December 7, 2009 approved this  
28 Agreement in its entirety, by City Council Order No. 99-09/10, a true copy of which is attached  
29 hereto as Exhibit A (the "Order");  
30

31           NOW, THEREFORE, in consideration of the rezoning, Maine Yacht Center covenants  
32 and agrees as follows:  
33

34           1. The City hereby amends the Zoning Map of the City of Portland dated December  
35 2000, as amended from time to time and on file in the Department of Planning and  
36 Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the  
37 Code, by adopting the map change amendment shown below, namely a rezoning to conditional  
38 I-L Industrial of the Affected Property subject to the terms and conditions of this Agreement.  
39 If this Agreement is not recorded within sixty (60) days of the effective date of the City  
40 Council's approval of said rezoning, then the rezoning shall become null and void and the  
41 zoning of the Property shall revert to the pre-existing R-3 zone.

Figure 1: Maine Yacht Center Rezone R-3 to I-L



1

2

3           2. Maine Yacht Center is authorized to establish and maintain only the following uses  
4 on the Affected Property in accordance with the Preliminary Site Plan attached hereto as  
5 Exhibit B:

- 6           a. a commercial marine facility for the open air/outdoor storage of boats (less than  
7           90 ft. in height from the top of the mast to the waterline and/or less than 30 ft. in  
8           height from the keel to the top of a boat without a mast) on trailers or stands  
9           (vertical stacking of boats is prohibited), and seasonal maintenance and minor  
10          repair of boats, trailers, masts and stands, which shall be limited to buffing and  
11          waxing, sanding, varnishing and painting, installing and removing winter covers  
12          and frames, fitting of new zincs and the removal and installation of propellers  
13          and other minor repairs all of which shall be in connection with the routine  
14          seasonal winterizing and commissioning of boats, but with no major or  
15          structural repairs, major engine repairs, sandblasting, bottom high pressure  
16          washing or overnight lodging permitted;
- 17          b. Eighteen (18) motor vehicle parking spaces for use by customers, employees  
18          and visitors to the Property as designated on the attached Plan; and

- 1 c. stormwater and erosion control facilities and landscape buffer areas as  
2 designated on the attached Plan;
- 3 d. the trail easement granted to the City of Portland and recorded in the  
4 Cumberland County Registry of Deeds in Book 20400, Page 277 as accepted by  
5 City Council Order #55-03/04 the terms of which are incorporated by reference  
6 (the "Trail Easement").  
7 (collectively the "Permitted Uses").

8 All work done on the Affected Property shall be performed in accordance with the  
9 requirements and standards of the Maine Department of Environmental Protection's  
10 Best Management Practices for Maine's Boatyards and Marinas as well as the State of  
11 Maine Clean Boatyards and Marinas program, or any similar standards subsequently  
12 adopted by the Maine Department of Environmental Protection.  
13

14 Boat owners working on their own boats must follow the policies outlined in the MYC  
15 Best Management Practices for outside storage customers, a copy of which is attached  
16 as Exhibit C.  
17

18 3. The use of the Affected Property, by virtue of this contract rezoning, shall be limited  
19 to the aforementioned Permitted Uses, and such uses shall be the only uses allowed on the  
20 Affected Property and shall supersede any other permitted uses contained within the I-L  
21 industrial zone as specified in the Portland Land Use Ordinance.

22 4. No temporary or permanent structures (including, but not limited to, buildings, tents,  
23 enclosures and sheds) other than covers directly attached to boats shall be used, constructed,  
24 erected or placed upon the Affected Property.

25 5. The Affected Property will be developed substantially in accordance with the  
26 Preliminary Site Plans submitted by Blais Civil Engineers attached hereto as Exhibit B (the  
27 "Improvements"), with the details of landscape buffering, fence and gate design being subject  
28 to Planning Board approval as set forth below.

29 6. After receiving site plan approval from the Planning Board and obtaining all  
30 applicable city permits (including, but not limited to a demolition permit), and before  
31 constructing any additional improvements on the Affected Property, Maine Yacht Center shall  
32 demolish the existing 3,150 square foot office building located on the Affected Property.

33 In addition, as part of the site plan review process, Maine Yacht Center shall submit a  
34 landscape plan that provides adequate buffering along Kensington Street, which may include  
35 shrubs, trees, fence and gate in locations approved by the Planning Board with input from the  
36 City Arborist. The planted landscape buffering along Kensington Street shall be installed and  
37 permanently maintained by Maine Yacht Center. Such planted landscape buffering, fence and  
38 gate shall also remain in perpetuity and shall not be eliminated by Maine Yacht Center or its  
39 successors, provided that, to the extent applicable, the planted landscape buffering may be  
40 maintained according to standards contained within the *National Arborist Association, Inc.*  
41 *Standards for Tree Care Operations.*

1           7. The proposed improvements of the Affected Property as depicted on Exhibit B shall  
2 be subject to site plan review under the provisions of the Portland Land Use Code and this  
3 Agreement.

4           8. For the Affected Property, the underlying dimensional requirements of the I-L zone  
5 shall apply and are modified as follows:

6           (a) Maximum impervious surface ratio of sixty-five percent is hereby amended to  
7 permit a 85% ratio in accordance with the "Proposed Gravel Area" and the storm water  
8 system and "Crushed Stone Channel" surfaces as shown on the Preliminary Site Plan;

9           (b) Minimum side yard setback of twenty-five feet generally and forty feet if the side  
10 property line abuts a residential zone are hereby amended as follows:

11           i. a zero (0) foot setback from the Property boundary for the "Proposed Gravel  
12 Area" and for any and all boats, masts, stands and ancillary equipment as shown  
13 on Exhibit B; but

14           ii. a five (5) foot setback from a portion of the Trail Easement located along the  
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19           (c) Minimum rear yard setback of twenty-five feet generally and forty feet if the rear  
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32 Gravel Area." Boats, masts, stands and trailers shall not be allowed to intrude or  
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36           (e) Pavement setback from lot boundary of Fifteen (15) feet for driveways, parking lots  
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3 9. Maine Yacht Center shall install a sidewalk(s) and resurface the existing sidewalk on  
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9

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28 Marinas.  
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30 14. Maine Yacht Center shall annually submit to the Planning Authority evidence of  
31 certification under the State of Maine Clean Boatyards and Marinas program, and comply with  
32 all standards of said program.  
33

34 15. The provisions of this Agreement are intended to replace and/or supersede the  
35 requirements of the underlying I-L zone. As stated above, to the extent not otherwise altered  
36 herein, the zoning requirements for the I-L zone (including, but not limited to, sections 14-235  
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39 16. As a condition of this rezoning, the Planning Board shall be substituted for the  
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41 plan for the Affected Property.  
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43 17. In the event of a breach by Maine Yacht Center or its successors or assigns of the  
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2 and this Agreement be amended, or be rescinded, such rescission to result in the termination of  
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4 before the execution of this Agreement.


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13 19. This Agreement shall be enforced pursuant to the land use enforcement provisions  
14 of state law including, but not limited to, 30-A MRSA § 4452 and the Portland City Code.

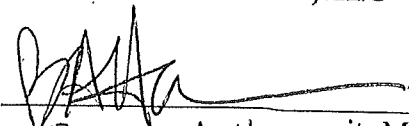
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20  
21 21. Except as expressly modified herein, the development shall be governed by and  
22 comply with the provisions of the Portland City Code and any applicable amendments thereto  
23 or replacement thereof.

24  
25 Witness its hand and seal on the date set forth above.

26  
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30 \_\_\_\_\_  
31 Witness

MAINE YACHT CENTER, LLC

by:   
\_\_\_\_\_ BRIAN A. HADDAD, its Manager



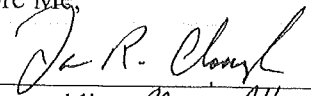
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State of Maine  
County of Cumberland, ss

December 18, 2009

Then personally appeared before me the above named Brian Harris in his  
said capacity and acknowledged the foregoing to be his free act and deed and the free act and  
deed of said limited liability company.

Before Me,



Notary public Notary Attorney at Law

Name: Lawrence R. Clough

Me Yacht CZA - Final 12-7-09.Doc  
12/18/2009 14:11

Comments  
Submitted

~~CAN~~ ACCESS

City of Portland  
Development Review Application  
Planning Division Transmittal form

Application Number: 09-89800001      Application Date:

Project Name: COND/CONTRACT REZONING

Address:      CBL: 429 - G-001-001

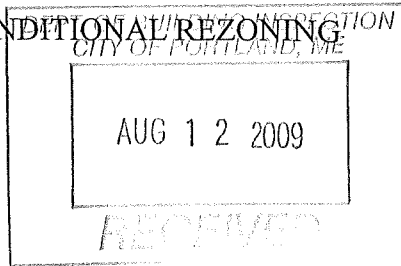
Project Description:

Zoning:

Other Reviews Required:

Review Type: CONTRACT/CONDITIONAL REZONING

Maine Yacht Center  
100 Kensington Street



**Distribution List:**

<input checked="" type="checkbox"/> Planner		<input checked="" type="checkbox"/> City Arborist	Jeff Tarling
<input checked="" type="checkbox"/> Zoning Administrator	Marge Schmuckal	<input checked="" type="checkbox"/> Design Review	Alex Jaegerman
<input checked="" type="checkbox"/> Traffic	Tom Errico	<input checked="" type="checkbox"/> Corporation Counsel	Danielle West-Chuhta
<input checked="" type="checkbox"/> Inspections	Tammy Munson	<input checked="" type="checkbox"/> Sanitary Sewer	John Emerson
<input checked="" type="checkbox"/> Fire Department	Keith Gautreau	<input checked="" type="checkbox"/> Stormwater	Dan Goyette
<input checked="" type="checkbox"/> Parking	John Peverada	<input checked="" type="checkbox"/> Historic Preservation	Deb Andrews
<input checked="" type="checkbox"/> Engineering	David Margolis-Pineo	<input type="checkbox"/> Outside Agency	
<input checked="" type="checkbox"/> DRC Coordinator	Phil DiPierro		

Preliminary Comments needed by:

Final Comments needed by:

**Zoning Administrator Marge Schmuckal**

September 1, 2009

This portion of the property is currently located in an R-3 Zone. The request is to expand the I-L Zone into the R-3 Zone to allow the storage of boats and some parking of cars. The existing legally nonconforming office building will be demoed to make room for the parking and storage.

The originally submitted application for the Conditional Contract rezoning did not contain a zoning assessment. There are several dimensional requirements of the I-L Zone which are not being met at this time. First, there is a requirement of no more than 65% impervious surface. Just a look at the proposal shows a violation of that requirement. Secondly, there is a requirement that pavement be setback 15' from boundary line. That requirement is being violated on the submitted plan.

It is realized that within the text of the Conditional Contract rezoning, these dimensional requirements can be addressed specifically. The applicant should perform a zoning analysis to show where it meets and doesn't meet the I-L Zone requirements.

It is also noted that the original application was not a stamped survey.

TOMPKINS, CLOUGH, HIRSHON & LANGER, P.A.

Counselors at Law  
Three Canal Plaza  
P.O. Box 15060  
Portland, Maine 04112-5060

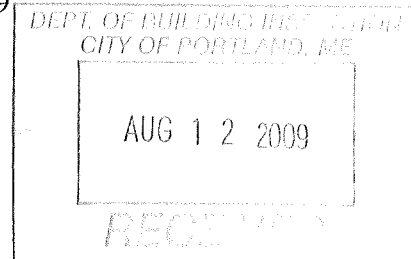
Lawrence R. Clough  
David M. Hirshon  
Leonard W. Langer  
Marshall J. Tinkle\*

Tel: (207) 874-6700  
Fax: (207) 874-6705  
E-Mail: lrclough@tchl.com

\* also licensed in MA and DC

August 5, 2009

Penny St. Louis Littell  
Director of Planning and Urban Development  
CITY OF PORTLAND  
389 Congress Street, 4<sup>th</sup> Floor  
Portland, ME 04101-3509



**Re: Maine Yacht Center  
47-83 Kensington Street  
Contract – Conditional Zone Change Application**

Dear Penny:

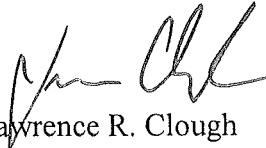
I am enclosing the following materials, supplementing the application delivered in early July:

1. Zoning Amendment Application on the new form, including a conditional zone proposal and a zone change from R-3 to I-L necessitated by the fact that the underlying use is not permitted in the residential zone, including a Plan showing an outline of the proposal, a draft Conditional Zone Agreement, and a check for \$3,200.00.

I believe that your office already has the requisite checks.

Please call if you have any questions. Given that this abuts an existing project which does not need a zone change we had questions as to how best to complete this, and would like to get the ball moving.

Sincerely yours,

  
Lawrence R. Clough

LRC/sdm  
Enclosures

cc: Brian Harris  
Steve Blais

**RECEIVED**

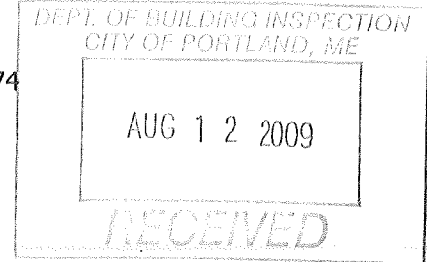
AUG 5 2009

City of Portland  
Planning Division



## MAINE YACHT CENTER, LLC

100 Kensington Street  
Portland, Maine 04103  
Tel. (207) 842-9000 • Fax (207) 842-9274  
[brian@maineyacht.com](mailto:brian@maineyacht.com)



May 16, 2009

### Description of Project

Maine Yacht Center is seeking approval for a conditional rezone for the lot labeled "Parcel 2" on the attached survey plan. Parcel 2 is currently zoned R3 and we would like a conditional rezone granted for this parcel to IL.

Our intent is to maintain the existing paved area of this parcel on the south side of the office building as is.

We will demolish the existing, unused office building. This structure was originally built in the late 1970's by Webber Oil for use as their office building.

As shown on the attached drawings the land where the office building was and the lot on its north side will be graded for drainage, geotextile fabric installed and covered with gravel or RCA to create a stable structural surface.

A landscape buffer with appropriate set back will be built along the Kensington Street side.

We are seeking the conditional rezone to allow for boat storage and equipment storage related to our marine business as well as over flow parking.

Currently in the spring time we have a shortage of parking for our marina customers until we empty out the storage building. Once the storage building is empty of boats we are able to park vehicles inside. Also in the spring time we are in need of additional space for shuffling boats and the logistics of operating a boat yard in the Spring time.

A conditional rezone allowing the above uses for this currently vacant lot will greatly increase the efficiency of business, allow our business to grow, create more jobs as well complete what is currently an overgrown and unmaintained field. It will add value and increase aesthetics to the overall neighborhood.

Thank you

Brian Harris  
General Manager.



# Zoning Amendment Application

Department of Planning and Development, Planning Division and Planning Board

69

PROJECT ADDRESS: 47-83 Kensington Street

CHART/BLOCK/LOT: Map 430-E-1, 2, 3, 4 and X-1; and Map 429-G-1, 2, 3, 4, 5, 6, and 7 (abuts Interstate Highway and railroad)

### CONTACT INFORMATION:

#### APPLICANT

Name: Brian Harris  
 Address: 100 Kensington St.  
 Portland, ME  
 Zip Code: 04103  
 Work #: 842-9000  
 Cell #:  
 Fax #:  
 Home:  
 E-mail: brian@maineyacht.com

#### PROPERTY OWNER

Name: Maine Yacht Center, LLC  
 Address: (same as Applicant)  
 Zip Code:  
 Work #:  
 Cell #:  
 Fax #:  
 Home:  
 E-mail:

#### BILLING ADDRESS

Name: Maine Yacht Center  
 Address: (same as Property Owner)  
 Zip:  
 Work #:  
 Cell #:  
 Fax #:  
 Home:  
 E-mail:

~As applicable, please include additional contact information on the next page~

AGENT/REPRESENTATIVE

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

ENGINEER

Name: Steve Blais and Daniel R. Houle  
Address: 780 Boradway  
South Portland, Maine 04106  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: 207-767-7300  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: dhoule@BLAISce.com

ARCHITECT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

CONSULTANT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

SURVEYOR

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

ATTORNEY

Name: Lawrence R. Clough  
Address: 3 Canal Plaza, PO Box 15060  
Portland, ME 04112  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: 207-874-6700  
Cell #: \_\_\_\_\_  
Fax #: 207-874-6705  
Home: \_\_\_\_\_  
E-mail: lclough@tchl.com

# PROJECT DATA

The following information is required where applicable, in order complete the application

Total Site Area	49,073	
Proposed Total Disturbed Area of the Site (excludes existing)	34,102	sq. ft.
<i>(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.)</i>		
<u>Impervious Surface Area</u>		
Proposed Total Paved Area (existing, with no new pavement)	14,941	sq. ft.
Existing Total Impervious Area (includes gravel areas)	18,790	sq. ft.
Proposed Total Impervious Area	39,152	sq. ft.
Proposed Impervious Net Change	20,362	sq. ft.
<u>Building Area</u>		
Existing Building Footprint	1,600	sq. ft.
Proposed Building Footprint	0	sq. ft.
Proposed Building Footprint Net change	(1,600) (reduction)	sq. ft.
Existing Total Building Floor Area	1,600	sq. ft.
Proposed Total Building Floor Area	0	sq. ft.
Proposed Building Floor Area Net Change	(1,600) (reduction)	sq. ft.
New Building	0	(yes or no)
<u>Zoning</u>		
Existing	R-3	
Proposed	Conditional/Contract - I-L	
<u>Land Use</u>		
Existing	Storage [see below]	
Proposed	Storage	
<u>Residential, if applicable</u>		
Proposed Number of Affordable Housing Units	0	
Proposed Number of Residential Units to be Demolished	0	
Existing Number of Residential Units	0	
Proposed Number of Residential Units	0	
Subdivision, Proposed Number of Lots	0	
<u>Parking Spaces (for rezoned property only)</u>		
Existing Number of Parking Spaces	not delineated	
Proposed Number of Parking Spaces	19	
Number of Handicapped Parking Spaces	0	(provided with existing building)
Proposed Total Parking Spaces	19	
<u>Bicycle Parking Spaces (for rezoned property only)</u>		
Existing Number of Bicycle Parking Spaces	0	
Proposed Number of Bicycle Parking Spaces	0	
Total Bicycle Parking Spaces	0	
<u>Estimated Cost of Project</u>		
	\$68,400	



**Right, Title, or Interest:** Please identify the status of the applicant's right, title, or interest in the subject property:

Owner per deed recorded in Book 15720, Page 73 under former name, Yacht Haven, LLC

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Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

**Vicinity Map:** Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

**Existing Use:**

Describe the existing use of the subject property:

Originally was a Sun Oil terminal used for oil storage and distribution, then used by Webber Oil as an office and oil truck parking area. Currently used for storage with the balance being vacant.

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**Current Zoning Designation(s):**

R-3.

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**Proposed Use of Property:** Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

Demolish the existing office building, install landscape buffer along Kensington St. boundary with the interior used for storage for boats, masts and related equipment and vehicle parking in connection with the existing marina facility. Unpaved area to be regraded with gravel base to provide a proper base for boat storage and storm water improvements installed to meet current legal requirements.

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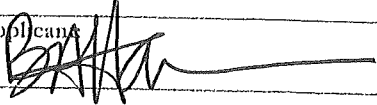
**Sketch Plan:** On a separate sheet, please provide a sketch plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1" = 100'.) Contract and conditional rezoning applications may require inclusion of site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

## APPLICATION FEE:

Check the type of zoning review that applies. Payment may be made in cash or check to the City of Portland.

<p><b>Zoning Map Amendment</b></p> <p><input checked="" type="checkbox"/> \$2,000.00 (from <u>R-3</u> zone to <u>I-L</u> zone)</p> <p><b>Zoning Text Amendment</b></p> <p><input type="checkbox"/> \$2,000.00 (to Section 14- _____)</p> <p>(For Zoning Text Amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example), and language to be added is depicted with underline (example).)</p> <p><b>Conditional or Contract Zone</b></p> <p><input checked="" type="checkbox"/> \$1,000.00 (under 5,000 sq. ft.)</p> <p><input type="checkbox"/> \$3,000.00 (5,000 sq. ft. and over)</p> <p>(A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)</p>
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**Signature:** The above information is true and accurate to the best of my knowledge.

Signature of Applicant 	Date: August 3, 2009
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### Further Information

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

0052734

BK 15720 PG 073

**QUITCLAIM DEED WITH COVENANT**  
(Maine Statutory Short Form)

FSF MAINE PARTNERS, LLC, a Colorado Limited Liability Company, having a mailing address of 344 Madison, Denver, Colorado 80206

For Consideration Paid, GRANTS TO:

YACHT HAVEN LLC, a Maine Limited Liability Company, with a mailing address of 65 Kensington Street, Portland, Maine 04103, with Quitclaim Covenant, the land together with any buildings or improvements thereon in Portland, Cumberland County, State of Maine, described on Schedule A attached.

Being the same premises conveyed to the Grantor herein by Deed of Webber Oil Company, dated January 14, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15282, Page 298.

Parcel No. 1 described on Schedule A is subject to the rights and easements granted by Sun Oil Company to Central Maine Power Company by instrument dated May 8, 1970 and recorded in the Cumberland County Registry of Deeds in Book 3146, Page 256.

Excepting from Parcel No. 1 the premises conveyed by Webber Petroleum Company to David P. Bradford and Anne K. Bradford by deed recorded January 28, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6109, Page 328.

Parcels No. 1, 2 and 3 described on Schedule A are subject to the following:

- a) Terms, conditions, rights and easements as set forth in an instrument from Webber Petroleum Company to Portland Water District dated December 21, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3964, Page 320.
- b) Rights and easements granted to Central Maine Power Company as set forth in an instrument from Webber Petroleum Company dated January 23, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6417, Page 266.
- c) Rights and easements granted to Central Maine Power Company as set forth in an instrument from Webber Petroleum Company dated April 30, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6528, Page 116.
- d) Terms, conditions, rights and easements as set forth in an instrument from Webber Petroleum Company to Portland Water District dated August 6, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6867, Page 324.
- e) All other customary easements now of record, if any, for utilities and drainage.

BK 15720 PG 074

f) Other covenants and restrictions now of record, if any.

Parcels No. 2 and No. 3 are subject to the following:

a) Restrictions as set forth in the deed from Windsor Land Company to Hugh J. Chisholm dated March 2, 1907 and recorded in the Cumberland County Registry of Deeds in Book 804, Page 201.

The premises are conveyed SUBJECT TO the condition that they shall be restricted from being used as a gasoline station or for the wholesale distribution or storage of heating oil, liquid petroleum gas, gasoline or other automotive fuel. The restriction shall not prohibit the use of the Premises as a marina and the attendant retail sale of gasoline, diesel fuel, motor oil and products normally stocked in an auto parts type store. This condition shall run with the land and shall inure to the benefit of Webber Oil Company, and the real estate of said corporation in Portland, Cumberland County, Maine, now owned or hereafter acquired.

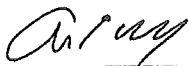
By acceptance of this deed the Grantee, for itself and its successors and assigns, agrees as follows:


1. In accordance with requirements of the Maine Department of Environmental Protection in connection with the Voluntary Response Action Plan ("the VRAP"; see M.R.S.A. Section 343-E) for the property submitted by Grantor and Webber Oil Company, no groundwater extraction wells may be installed or used on the property, without prior written permission from the Department of Environmental Protection, its successors or assigns.

2. Yacht Haven, LLC shall hold harmless Webber Oil Company, its directors and officers, their successors and assigns from any claims arising from any use or development of the property by Yacht Haven LLC or its employees, contractors, agents, successors and assigns, which do not comply with the workplan submitted by Webber Oil Company to the Maine Department of Environmental Protection in connection with the VRAP.

IN WITNESS WHEREOF, FSF MAINE PARTNERS, LLC has caused this instrument to be signed by Fritz C. Voekler, its duly authorized Manager, this 22 day of August, 2000.

FSF MAINE PARTNERS, LLC

  
\_\_\_\_\_

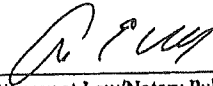
By   
Its Manager

BK 115720PG075

THE STATE OF MAINE  
*Cumberland*, ss.

August 22, 2000

Then personally appeared the above-named Fritz C. Voekler, Manager of FSF Maine Partners, LLC and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Attorney at Law/Notary Public  
*Alan F. Wolf*

SCHEDULE A

BK 5720PG076

PARCEL NO. 1

A certain lot or parcel of real estate situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at the southwesterly corner of Parcel No. 3 and running North  $53^{\circ} 06' 30''$  East bounding northwesterly on said Parcel No. 3, on Kensington Street, and on land now or formerly of Raymond P. and Arlene M. Doyle one hundred ninety-five and fifty-six hundredths (195.56) feet to a point; thence turning an interior angle of  $90^{\circ} 00'$  and running South  $36^{\circ} 53' 30''$  East bounding northeasterly on said land now or formerly of Raymond P. and Arlene M. Doyle, on said land now or formerly of Paul H. and Ellen K. Abildgaard, on land now or formerly of James H. Martin, on land now or formerly of Vincent J. and Irma Kennedy, on land now or formerly of Voramus L. and Emma C. Frye, and on land now or formerly of State of Maine approximately one thousand two hundred eighty (1,280) feet to the mean low water mark of Casco Bay; thence running in a generally westerly direction along the mean low water mark of Casco Bay approximately one thousand two hundred fifty (1,250) feet to a point on the southerly side of a pier extending easterly from the main right of way of Canadian National Railways; thence running South  $78^{\circ} 48'$  West by said pier and bounding southerly on land now or formerly of Canadian National Railways approximately one hundred ten (110) feet to a point; thence turning an interior angle of  $86^{\circ} 52' 10''$  and running North  $8^{\circ} 04' 10''$  West bounding westerly on land now or formerly of Canadian National Railways ten (10) feet to a point; thence turning an interior angle of  $93^{\circ} 07' 50''$  and running North  $78^{\circ} 48'$  East bounding northerly on land now or formerly of Canadian National Railways fifteen and two hundredths (15.02) feet to a point; thence turning an interior angle of  $266^{\circ} 52' 10''$  and running North  $8^{\circ} 04' 10''$  West bounding westerly on land now or formerly of Canadian National Railways nine hundred four and twenty-one hundredths (904.21) feet to a point; thence turning an interior angle of  $90^{\circ} 00'$  and running North  $81^{\circ} 55' 50''$  East bounding northerly on land now or formerly of Canadian National Railways eight (8) feet to the westerly line of Parcel No. 2; thence turning an interior angle of  $90^{\circ} 00'$  and running South  $8^{\circ} 04' 10''$  East bounding easterly on Parcel No. 2 and on Parcel No. 3 seventy (70) feet to the point of beginning, making an interior angle of  $298^{\circ} 49' 20''$  with the first described course; containing ten and seven tenths (10.7) acres of land.

BK 5720PG077

Also conveying hereby, insofar as the Grantor has the right or title to convey, an easement to install, maintain, repair and replace pipe lines for conveyance of gasoline, oils and fuels of all types with all necessary fixtures and appurtenances thereto, including utility lines for illuminating and servicing pipe lines and docks, from the existing dock and from the proposed dock as shown on a plan entitled "Proposed Sale of Land to Sun Oil Company" recorded in the Cumberland County Registry of Deeds, Plan Book 66, Page 9, northerly over, across and under the railway right of way to a point located south-westerly of the storage tanks along the route as shown on said Plan; also the right to install, maintain, repair, and replace a suitable walkway for foot passage from said proposed dock northerly to the mainland; also the right to support said pipe lines and walkway upon the seawall, except that said pipe lines and walkway to be located southerly of said seawall shall be at least fifteen (15) feet from railway trestle and shall be supported by an independent structure within said railway right of way; also the right to enter upon the railway right of way for all the above purposes and also to maintain, repair, replace and enlarge the existing dock as well as to erect, maintain, repair, replace and enlarge the proposed dock, all as shown on said Plan.

Also conveying hereby such riparian and shore rights as the Grantor has appurtenant to the above described premises.

Subject to a sewer easement for a ten inch (10") pipe and extending across the above described premises to Casco Bay.

Subject to right of Canadian National Railway Company to enter upon the above described premises for the purpose of maintaining, repairing and replacing the seawall.

Subject to the rights of others in and to any portion of said parcel which may be a part of the original Atlantic and St. Lawrence Company right of way condemned in 1838 for railroad purposes.

BK 15720 PG 078

PARCEL NO. 2

A certain lot or parcel of real estate situated in Portland, County of Cumberland and State of Maine, situated on the westerly side of Kensington Street in said Portland and bounded and described as follows:

Beginning at an iron pipe, said pipe being at the northwesterly corner of Parcel No. 3 and the southwesterly corner of the herein described property; thence North  $8^{\circ} 16' 30''$  West four hundred thirty-five and thirty-nine hundredths (435.39) feet along land of Canadian National Railway through an iron pipe to Interstate Route 295; thence North  $49^{\circ} 03' 30''$  East one hundred eighteen and ninety-two hundredths (118.92) feet along Interstate Route 295 to an iron pipe; thence South  $8^{\circ} 15'$  East four hundred sixty-four and sixteen hundredths (464.16) feet along Kensington Street to an iron pipe; thence South  $62^{\circ} 12'$  West one hundred five and ninety-nine hundredths (105.99) feet along Parcel No. Three to the point of beginning.

PARCEL NO. 3

A certain lot or parcel of real estate situated in Windsor Heights, so-called, in the East Deering section of the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the westerly side of Kensington Street at the southeasterly corner of Lot #23 as shown on the plan of Windsor Heights, said plan being recorded in Cumberland County Registry of Deeds, Plan Book 10, Page 83;

Thence southerly thirty-one and forty-seven hundredths (31.47) feet on a straight prolongation of the westerly side of said Kensington Street to the northwesterly line of land now or formerly of the Grand Trunk Railway Company of Canada;

Thence southwesterly along said northwesterly line to the westerly corner of land of said Railway Company and the easterly line of the right of way of said Railway Company;

Thence northerly along said right of way, a distance of fifty (50) feet, to the southwesterly corner of said Lot #23;

Thence northeasterly along the southeasterly line of said Lot #23 to the point of beginning.



BK 5720 PG 079

Containing three thousand nine hundred and thirty-six  
(3,936) square feet, more or less.

Said parcel is designated on said Plan as Sherwood  
Street but was never laid out or accepted by the  
City of Portland.

Subject to the rights of other property owners of  
lots shown on said Plan in and to this parcel.

Subject to easements, restrictions and conditions  
of record, easements or restrictions visible  
upon the ground and any state of facts which  
an accurate survey would disclose.

RECEIVED  
RECORDED REGISTRY OF DEEDS

2000 SEP 11 PM 2:04

CUMBERLAND COUNTY

*John B. Coburn*

A-4

## CONDITIONAL ZONE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2009 by MAINE YACHT CENTER, LLC, a Maine limited liability company formerly known as Yacht Haven LLC, with a principal place of business in Portland, Maine (hereinafter "Maine Yacht Center").

WITNESSETH:

WHEREAS, Maine Yacht Center owns real property located at 45-81 Kensington Street fronting on Casco Bay in the City of Portland, consisting of parcels shown on the City's Tax Map 429, Block G, Lots 1 to 7 and on Tax Map 430, Block E, Lots 1, 2, 3 and 4, Block B Lots 13, 15 and X-1, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 15720, Page 73 (collectively the "Property"); and

WHEREAS, Maine Yacht Center proposes to improve its existing commercial marine facility in order to allow for the outdoor storage, repair and maintenance of boats, masts, stands, and related marine equipment and to construct stormwater control facilities in accordance with Chapter 32 of the City's Code of Ordinances all located on a portion of the Property designated as Tax Map 429, Block G, Lots 1-7 and also on Tax Map 430, Block E, Lots 1 to 4 (the "Affected Property") abutting and complementing the existing 45,000 square foot building and commercial marina facility protected by a floating breakwater;

WHEREAS, the Affected Property is surrounded by Kensington Street, Interstate 295 and the former Canadian National railroad corridor now owned by the State of Maine Department of Transportation (See Cumberland County Registry of Deeds Book 10924, Page 91);

WHEREAS, the Affected Property is zoned "R-3" residential, but a portion of such property has been previously used for commercial uses previously carried on by Sun Oil Company, Randall and McAllister and Webber Petroleum as a petroleum storage facility (now discontinued), and continues to be used for grandfathered non-conforming uses consisting of a business office building and outdoor storage and parking;

WHEREAS, the other portions of the Maine Yacht Center's Property extending from the foot of Kensington Street to Casco Bay is presently zoned "I-L" Industrial;

WHEREAS, the State of Maine has a 400 year tradition of boat building and repair;

WHEREAS, the City's Comprehensive Plan adopted in November, 2002 finds that the City is a "waterfront city" with one of the finest harbors on the east coast and calls for the City to encourage private and public sector waterfront investments and to create waterfront centered economic development;

WHEREAS, Maine Yacht Center has requested the City rezone all of its property as I-L Industrial but the City by and through its City Council has determined that due to the abutting residential uses, a Conditional Zoning Agreement should be included; and

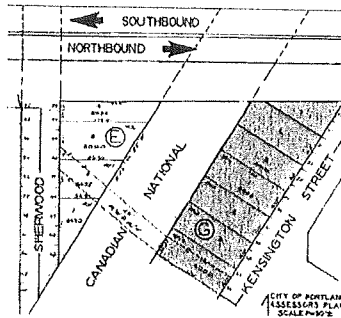
WHEREAS, the City Council of the City authorized the execution of this Agreement on \_\_\_\_\_, 2009, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, Maine Yacht Center has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind Maine Yacht Center, its successors or assigns.

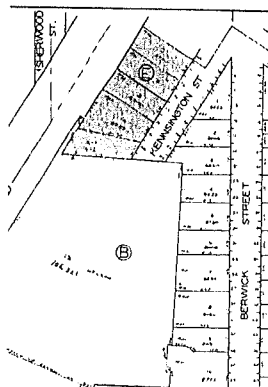
NOW, THEREFORE, in consideration of the rezoning of the Affected Property, Maine Yacht Center contracts to be bound by the following terms and conditions:

1. The City hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to I-L Industrial subject to this Agreement). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.

Tax Map 429



Tax Map 430



2. Maine Yacht Center is authorized to establish and maintain only the following uses on the Affected Property in accordance with the Preliminary Site Plan attached hereto as Exhibit A:

- a. a commercial marine facility for the open air storage, repair and maintenance of boats, masts, stands, and related marine equipment;
- b. motor vehicle parking for use by customers, employees and visitors to the Property; and
- c. stormwater and erosion control facilities and landscape buffer areas;
- d. the trail easement granted to Portland Trails and recorded in the Cumberland County Registry of Deeds in Book 20400, Page 277 as accepted by City Council Order #55-03/04

3. Notwithstanding any other provision of this Agreement or the Land Use Ordinance, the use of the Affected Property, by virtue of this contract rezoning, shall be limited to those uses with the accessory uses described above in paragraph 2 only, and the uses specified above shall supersede any other permitted uses contained within the underlying I-L zone.

4. The Affected Property will be developed substantially in accordance with the Preliminary Site Plans submitted by Blais Civil Engineers attached hereto as Exhibit A.

Before constructing any other improvements on the Affected Property, Maine Yacht Center shall demolish the existing 3,150 square foot office building located on the Affected Property.

In addition before commencing the marina use, Maine Yacht Center shall provide a planted buffer in the locations shown on the Preliminary Site Plan adjoining Kensington Street or post a performance guaranty assuring the construction of the planted buffer, with precise specifications subject to final site plan review. Such planted buffer shall remain in perpetuity and shall not be eliminated by Maine Yacht Center or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*.

5. The Planning Board shall review and approve this development according to the site plan provisions of the Portland Land Use Code.

6. For the Affected Property rezoned I-L, the dimensional requirements and other zoning requirements for the Property shall be amended to permit the uses and improvements depicted on the Preliminary Site Plan.

7. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit Maine Yacht Center, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the City, by and through its duly authorized representatives.

8. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

9. In the event Maine Yacht Center or its successors should fail to utilize the Affected Property in accordance with this Agreement, or in the event of Maine Yacht Center's breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the I-L zone, the City may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that Maine Yacht Center has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the Affected Property be rezoned.

10. Maine Yacht Center shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

11. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

Witness its hand and seal on the date set forth above.

**MAINE YACHT CENTER, LLC**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
\_\_\_\_\_, its Manager

State of Maine  
County of \_\_\_\_\_, ss \_\_\_\_\_, 2009

Then personally appeared before me the above named \_\_\_\_\_ in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

Before Me,

\_\_\_\_\_  
Notary public  
Name: \_\_\_\_\_

The afternoon would work for me.

Lawrence Clough, Esq.  
Tompkins, Clough, Hirshon & Langer, P.A.  
Three Canal Plaza, P.O. Box 15060  
Portland, ME 04112

Telephone (207) 874-6700 Fax (207) 874-6705

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-----Original Message-----

From: Marge Schmuckal [mailto:[MES@portlandmaine.gov](mailto:MES@portlandmaine.gov)]  
Sent: Tuesday, August 11, 2009 3:37 PM  
To: Lawrence R. Clough  
Cc: [brian@maineyacht.com](mailto:brian@maineyacht.com); Barbara Barhydt; Shukria Wiar  
Subject: Re: Maine Yacht Center

Larry,  
I can be available this week. What about some time on Thursday?  
Marge

>>> "Lawrence R. Clough" <[lrclough@tchl.com](mailto:lrclough@tchl.com)> 8/11/2009 2:40:01 PM >>>  
Marg:

It may be too much to hope to be able to meet with you and Planning concurrently, but Brian Harris and I would like to meet with you on this contract zone application if you are available this week.

Lawrence Clough, Esq.  
Tompkins, Clough, Hirshon & Langer, P.A.  
Three Canal Plaza, P.O. Box 15060  
Portland, ME 04112

Telephone (207) 874-6700 Fax (207) 874-6705

condition 4 on agenda - 4/8/08

Marge  
BARBARA  
Will Haskell  
Brian Harris

**From:** Marge Schmuckal  
**To:** Barbara Barhydt; William Haskell  
**Date:** 4/3/2008 3:17:48 PM  
**Subject:** RE: 519.3 Maine Yacht Center - Kensington Street

Thank you Bill,  
I am confirming Tuesday 4/8/08 at 11:30 am. We can meet down in inspections division. Thank you.  
Marge

x An Acre of Land

>>> "William Haskell" <WHaskell@gorrillpalmer.com> 4/2/2008 3:43:26 PM >>>  
Hi Marge,

Thank you for getting back to me. Tuesday, 4/8 looks like the best date, preferably between 9 am and noon. Let us know if that works.

72-parkings

Thanks,

Will Haskell, PE  
Gorrill-Palmer Consulting Engineers, Inc.  
tel: 207-657-6910  
fax: 207-657-6912  
[whaskell@gorrillpalmer.com](mailto:whaskell@gorrillpalmer.com)

Winter use VS Summer  
boats overflow  
parking

-----Original Message-----

**From:** Marge Schmuckal [<mailto:MES@portlandmaine.gov>]  
**Sent:** Tuesday, April 01, 2008 10:50 AM  
**To:** William Haskell; Barbara Barhydt  
**Cc:** Alton Palmer  
**Subject:** Re: 519.3 Maine Yacht Center - Kensington Street

operational issues for jockeying things  
around - sidewalk?

Hello Bill,  
Barbara is out of the office until this Thursday, so we can not confirm until she returns. However, I will give you a few dates to consider.  
Right now I am open all day Tuesday April 8th and Thursday April 10th.

pedestrian easement existing on  
the lot already -

Are either of those two dates good for you?

Barbara is not sure how to advise -  
what's a copy of the proposal to show  
Alex - zone change vs contract

Marge Schmuckal  
Zoning Administrator

>>> "William Haskell" <WHaskell@gorrillpalmer.com> 4/1/2008 6:42:39 AM  
>>>

Hello Barbara and Marge,

rezone only a portion of the lot?

Maine Yacht Center contacted us to assist them with determining the feasibility of expanding customer parking and storage onto the lot currently occupied by the existing ranch/office structure (65 Kensington Street). This parcel appears to be located in the R-3 zone and therefore, it is our understanding that it would need to be rezoned before the proposed use/improvements could be made. My understanding is that Brian Harris from MYC met with you sometime last fall to discuss

Storm water reg. go to DEP

11/2/07

Brian Harris 842-9000

tear down office Bldg - <sup>not</sup> rebuilding  
Grade & Gravel

Yacht Haven

in Age -  
BARBARA

The rest of the lot  
in Residential Zone (R-3)

under  
100 Kensington -

Sounds like a  
Zone change

→ Me find what the allowable uses in the  
75' setback - find appeal info

Barbara to check on required pavement  
65% impervious surface  
15' pavement setback  
vs. gravel.



this. We would like to schedule an appointment to meet with you to discuss this project and how best to proceed. Please let us know what days/times work for the 2 of you next week, and we'll coordinate with Brian.

Thanks,

William C. Haskell, PE, CPESC

Vice President Site Development

Gorrill-Palmer Consulting Engineers, Inc.

PO Box 1237

15 Shaker Road

Gray, ME 04039

207-657-6910x235

207-657-6912 fax

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CC: Alton Palmer

**From:** "William Haskell" <WHaskell@gorrillpalmer.com>  
**To:** "Marge Schmuckal" <MES@portlandmaine.gov>, "Barbara Barhydt" <BAB@portlandmaine.gov>  
**Date:** 4/2/2008 3:42:48 PM  
**Subject:** RE: 519.3 Maine Yacht Center - Kensington Street

Hi Marge,

Thank you for getting back to me. Tuesday, 4/8 looks like the best date, preferably between 9 am and noon. Let us know if that works.

Thanks,

Will Haskell, PE  
Gorrill-Palmer Consulting Engineers, Inc.  
tel: 207-657-6910  
fax: 207-657-6912  
whaskell@gorrillpalmer.com

-----Original Message-----

From: Marge Schmuckal [mailto:MES@portlandmaine.gov]  
Sent: Tuesday, April 01, 2008 10:50 AM  
To: William Haskell; Barbara Barhydt  
Cc: Alton Palmer  
Subject: Re: 519.3 Maine Yacht Center - Kensington Street

Hello Bill,  
Barbara is out of the office until this Thursday, so we can not confirm until she returns. However, I will give you a few dates to consider. Right now I am open all day Tuesday April 8th and Thursday April 10th.

Are either of those two dates good for you?

Marge Schmuckal  
Zoning Administrator

>>> "William Haskell" <WHaskell@gorrillpalmer.com> 4/1/2008 6:42:39 AM  
>>>  
Hello Barbara and Marge,

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**CC:** "Alton Palmer" <APalmer@gorrillpalmer.com>

**From:** Marge Schmuckal  
**To:** William Haskell  
**Date:** 4/3/2008 2:52:07 PM  
**Subject:** RE: 519.3 Maine Yacht Center - Kensington Street

Bill,  
Barbara would prefer to meet a little later at 1:00 on 4/8/08. Would that be possible? If not we could meet at 11:30 on that same day.

Let me know if the 1:00 is a possibility.  
Thanks,  
Marge

>>> "William Haskell" <WHaskell@gorrillpalmer.com> 4/2/2008 3:43:26 PM >>>  
Hi Marge,

Thank you for getting back to me. Tuesday, 4/8 looks like the best date, preferably between 9 am and noon. Let us know if that works.

Thanks,

Will Haskell, PE  
Gorrill-Palmer Consulting Engineers, Inc.  
tel: 207-657-6910  
fax: 207-657-6912  
[whaskell@gorrillpalmer.com](mailto:whaskell@gorrillpalmer.com)

-----Original Message-----

From: Marge Schmuckal [<mailto:MES@portlandmaine.gov>]  
Sent: Tuesday, April 01, 2008 10:50 AM  
To: William Haskell; Barbara Barhydt  
Cc: Alton Palmer  
Subject: Re: 519.3 Maine Yacht Center - Kensington Street

Hello Bill,  
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Are either of those two dates good for you?

Marge Schmuckal  
Zoning Administrator

>>> "William Haskell" <WHaskell@gorrillpalmer.com> 4/1/2008 6:42:39 AM  
>>>

Hello Barbara and Marge,

Maine Yacht Center contacted us to assist them with determining the feasibility of expanding customer parking and storage onto the lot currently occupied by the existing ranch/office structure (65 Kensington Street). This parcel appears to be located in the R-3 zone and

therefore, it is our understanding that it would need to be rezoned before the proposed use/improvements could be made. My understanding is that Brian Harris from MYC met with you sometime last fall to discuss this. We would like to schedule an appointment to meet with you to discuss this project and how best to proceed. Please let us know what days/times work for the 2 of you next week, and we'll coordinate with Brian.

Thanks,

William C. Haskell, PE, CPESC

Vice President Site Development

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**From:** Barbara Barhydt  
**To:** Schmuckal, Marge  
**Date:** 4/3/2008 2:39:44 PM  
**Subject:** Fwd: RE: 519.3 Maine Yacht Center - Kensington Street

I could meet on April 8 th. I would prefer to meet in the afternoon at 1 p.m. or my second choice would be at 11:30 a.m. that day. Is most of this operation in the I-L zone?

Let me know what is decided.

Thanks.

Barbara

>>> Marge Schmuckal Thursday, April 03, 2008 1:55 PM >>>

Barbara, (welcome back)

Would you be available at the times these folks would like to meet?

thank you,

Marge

**From:** Barbara Barhydt  
**To:** Haskell, William; Schmuckal, Marge  
**Date:** 7/14/2008 8:24:50 AM  
**Subject:** Re: 519.3 Maine Yacht Center

Hello:

Thank you for your correspondence. I will follow-up on your e-mail this week.

Thank you.

Barbara

Barbara Barhydt  
Development Review Services Manager  
Planning Division  
389 Congress Street 4th Floor  
Portland, ME 04101  
(207) 874-8699  
Fax: (207) 756-8256  
bab@portlandmaine.gov

>>> "William Haskell" <WHaskell@gorrillpalmer.com> Tuesday, July 08, 2008 2:54 PM >>>  
Hello Barbara and Marge,

We understand your concern with the storage of materials on the residential zoned lot (email from Marge on 4/16/08). Brian has worked hard to remove those materials off that lot. As Brian indicated at our meeting back on April 8, he has a significant shortage of storage on the marina property and wants to pursue the zoning change for the residential lot to allow for boat/material storage and additional vehicle parking for peak times of use.

The attached, draft concept plan shows the proposed storage area expansion at the Maine Yacht Center on Kensington Street. As we discussed at our meeting, the need for additional storage area (and some customer parking) is based on operational needs, especially during the early part of the summer season. As Brian indicated, the boat storage building/warehouse does not empty immediately on May 15, therefore some of the customer parking that is located inside the building is not available until much later (say mid July). In addition, the existing site has somewhat restricted maneuvering space, which is why some additional parking and storage space is needed.

As we noted, the Maine Yacht Center marina is currently located in the I-L zone. The proposed expansion area is located in the R-3 zone. A portion of this lot is currently occupied by a paved parking lot and an existing office building (that was previously occupied by Webber

Energy). Maine Yacht Center is looking for direction on how to proceed with permitting the proposed project. We understand that a zone change

or conditional zone change is needed. As we discussed at our meeting, you were going to review the draft concept plan internally to get a better feel on the best direction to proceed. Please let us know if we can provide any additional information or answer any questions.

Thanks,

William C. Haskell, PE, CPESC

Vice President Site Development

Gorrill-Palmer Consulting Engineers, Inc.

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CC: Harris, Brian



**From:** "Lawrence R. Clough" <lrc@tchl.com>  
**To:** "Marge Schmuckal" <MES@portlandmaine.gov>, "Barbara Barhydt" <BAB@portlandmaine.gov>  
**Date:** 8/14/2009 10:17:10 AM  
**Subject:** Maine Yacht Center

Marg and Barbara:

Following our review of the zoning issues yesterday with Marg, I enclose the following items:

1. Revised Conditional Zoning Agreement itemizing the sections of the I-L District Zone which would be impacted. The primary factor is the 65% cap impervious surface which could be eliminated if we went with an I-Lb zone.

I note that "structures" is a term that is extremely broadly defined in the ordinance, such that a fence, the storm water system, curbing or even pavement could be considered to be a structure, so I have itemized the set backs, even through there will be no buildings added and the existing building will be removed. A part from the paved apron for the Kensington Street entrance, I note that there will be no new pavement. I believe that since there are paved driveways onto public streets - the ordinance's requirement of a 15 foot minimum driveway setback from lot boundaries is not is not meant to apply literally.

2. License from the MDOT for the stormwater control facilities to be installed to control the present flow of stormwater onto the former Grand Trunk railroad property now apparently owned by the State.

3. Copy of the survey of the property done at the time of acquisition.

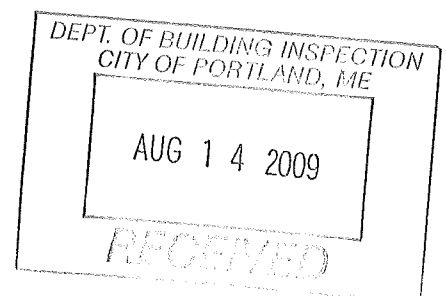
We will proceed to a meeting with Barbara and Eric once that can be scheduled.

Lawrence Clough, Esq.

Tompkins, Clough, Hirshon & Langer, P.A.

Three Canal Plaza, P.O. Box 15060

Portland, ME 04112



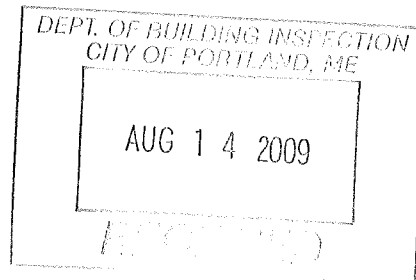
Telephone (207) 874-6700 Fax (207) 874-6705

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--

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<http://www.exchangedefender.com/verify.asp?id=n7EEDJgu004355&from=lrclough@tchl.com>

CC: "Brian Harris" <brian@maineyacht.com>, <sblais@BLAISce.com>



DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

AUG 14 2009

RECEIVED

**CONDITIONAL ZONE AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2009 by **Maine Yacht Center, LLC**, a Maine limited liability company formerly known as Yacht Haven LLC, with a principal place of business in Portland, Maine (hereinafter "Maine Yacht Center").

**WITNESSETH:**

WHEREAS, Maine Yacht Center owns real property located at 45-81 Kensington Street fronting on Casco Bay in the City of Portland, consisting of parcels shown on the City's Tax Map 429, Block G, Lots 1 to 7 and on Tax Map 430, Block E, Lots 1, 2, 3 and 4, Block B Lots 13, 15 and X-1, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 15720, Page 73 (collectively the "Property"); and

WHEREAS, Maine Yacht Center proposes to improve its existing commercial marine facility in order to allow for the outdoor storage, repair and maintenance of boats, masts, stands, and related marine equipment and to construct stormwater control facilities in accordance with Chapter 32 of the City's Code of Ordinances all located on a portion of the Property designated as Tax Map 429, Block G, Lots 1-7 and also on Tax Map 430, Block E, Lots 1 to 4 (the "Affected Property") abutting and complementing the existing 45,000 square foot building and commercial marina facility protected by a floating breakwater;

WHEREAS, the Affected Property is surrounded by Kensington Street, Interstate 295 and the former Canadian National railroad corridor now owned by the State of Maine Department of Transportation (See Cumberland County Registry of Deeds Book 10924, Page 91);

WHEREAS, the Affected Property is zoned "R-3" residential, but a portion of such property has been previously used for commercial uses previously carried on by Sun Oil Company, Randall and McAllister and Webber Petroleum as a petroleum storage facility (now discontinued), and continues to be used for grandfathered non-conforming uses consisting of a business office building and outdoor storage and parking;

WHEREAS, the other portions of the Maine Yacht Center's Property extending from the foot of Kensington Street to Casco Bay is presently zoned "I-L" Industrial, and other abutting property is zoned "I-M" Industrial;

WHEREAS, the State of Maine has a 400 year tradition of boat building and repair;

WHEREAS, the City's Comprehensive Plan adopted in November, 2002 finds that the City is a "waterfront city" with one of the finest harbors on the east coast and calls for the City to encourage private and public sector waterfront investments and to create waterfront centered economic development;

WHEREAS, Maine Yacht Center has requested the City rezone all of its property as I-L Industrial but the City by and through its City Council has determined that due to the abutting

residential uses, a Conditional Zoning Agreement should be included; and

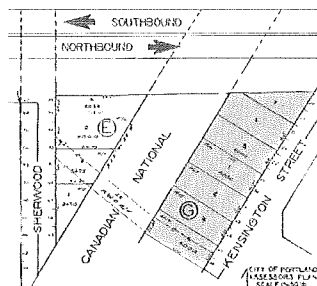
WHEREAS, the City Council of the City authorized the execution of this Agreement on \_\_\_\_\_, 2009, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, Maine Yacht Center has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind Maine Yacht Center, its successors or assigns.

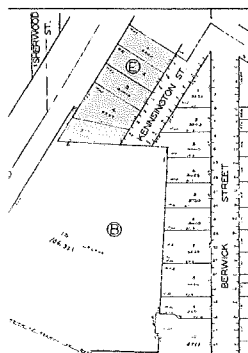
NOW, THEREFORE, in consideration of the rezoning of the Affected Property, Maine Yacht Center contracts to be bound by the following terms and conditions:

1. The City hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below, namely a rezoning to I-L Industrial of the Affected Property subject to this Agreement). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.

Tax Map 429



Tax Map 430



2. Maine Yacht Center is authorized to establish and maintain only the following uses on the Affected Property in accordance with the Preliminary Site Plan attached hereto as Exhibit A:

- a. a commercial marine facility for the open air storage, repair and maintenance of boats, masts, stands, and related marine equipment;
- b. motor vehicle parking for use by customers, employees and visitors to the Property; and
- c. stormwater and erosion control facilities and landscape buffer areas;
- d. the trail easement granted to Portland Trails and recorded in the Cumberland County Registry of Deeds in Book 20400, Page 277 as accepted by City Council Order #55-03/04

3. Notwithstanding any other provision of this Agreement or the Land Use Ordinance, the use of the Affected Property, by virtue of this contract rezoning, shall be limited to those uses with the accessory uses described above in paragraph 2 only, and the uses specified above shall supersede any other permitted uses contained within the underlying I-L zone.

4. The Affected Property will be developed substantially in accordance with the Preliminary Site Plans submitted by Blais Civil Engineers attached hereto as **Exhibit A**.

Before constructing any additional improvements on the Affected Property, Maine Yacht Center shall demolish the existing 3,150 square foot office building located on the Affected Property.

In addition before commencing the marina use, Maine Yacht Center shall provide a planted buffer in the locations shown on the Preliminary Site Plan adjoining Kensington Street or post a performance guaranty assuring the construction of the planted buffer, with precise specifications subject to final site plan review. Such planted buffer shall remain in perpetuity and shall not be eliminated by Maine Yacht Center or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*.

5. The Planning Board shall review and approve this development according to the site plan provisions of the Portland Land Use Code.

6. For the Affected Property rezoned I-L, the dimensional requirements and other zoning requirements for the Property shall be amended to permit the uses and improvements depicted on the Preliminary Site Plan, which to the extent inconsistent therewith shall supersede the following provisions of the otherwise applicable I-L zoning district set forth in Section 14-234 of Chapter 14 of the Portland Code of Ordinances entitled "Land Use.":

- (b) Maximum impervious surface ratio: Sixty-five (65) percent;
- (d) Minimum side yards: Twenty-five feet generally and forty feet if the side property line abuts a residential zone, if any of the proposed improvements are deemed to be a Structure

(the Ordinance broadly defines a Structure as “Structure: Anything constructed or erected of more than one (1) member which requires a fixed location on the ground or attached to something having a fixed location on the ground;”)

(e) Minimum rear yards: Twenty-five feet generally and forty feet if the side property line abuts a residential zone, if any of the proposed improvements are deemed to be a Structure;

(f) Minimum front yards: Twenty-five feet generally and forty feet if the side property line abuts a residential zone, if any of the proposed improvements are deemed to be a Structure;

(h) Pavement setback from lot boundary: Driveways, parking lots and other paved circulation areas: Fifteen (15) feet, applicable only if any existing pavement is not deemed to be grandfathered – no new pavement being added apart from the apron onto Kensington Street.

7. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit Maine Yacht Center, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the City, by and through its duly authorized representatives.

8. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

9. In the event Maine Yacht Center or its successors should fail to utilize the Affected Property in accordance with this Agreement, or in the event of Maine Yacht Center’s breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland’s Land Use Code which would otherwise be applicable to property situated in the I-L zone, the City may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that Maine Yacht Center has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the Affected Property be rezoned.

10. Maine Yacht Center shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

11. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

Witness its hand and seal on the date set forth above.

**Maine Yacht Center, LLC**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
\_\_\_\_\_, its Manager

State of Maine  
County of \_\_\_\_\_, ss

\_\_\_\_\_, 2009

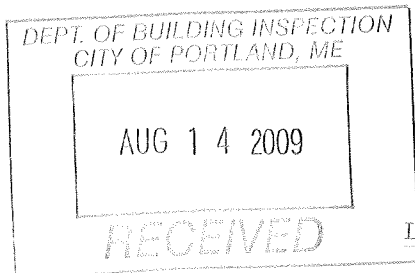
Then personally appeared before me the above named \_\_\_\_\_ in his  
said capacity and acknowledged the foregoing to be his free act and deed and the free act and  
deed of said limited liability company.

Before Me,

\_\_\_\_\_  
Notary public  
Name: \_\_\_\_\_







LICENSE AGREEMENT

This Agreement is made and entered into this 10<sup>th</sup> day of July, 2009, by MAINE DEPARTMENT OF TRANSPORTATION, as Department, and MAINE YACHT CENTER, LLC as Licensee, for the use of a parcel of land is a RR ditch line located in Portland for overflow drainage of a parcel owned by the Licensee, said land being part of Department's Grand Trunk rail line. Said parcel is more fully described as follows:

Said parcel of land is the ditch line of the Grand Trunk Rail line. Said parcel is reflected on RR Val sheet V.26/22 of Right of Way and Track Map of the Grand Trunk RR dated June 30, 1917.

Licensee herein acknowledges that the term Department, wherever used in this agreement, shall include not only the **Maine Department of Transportation**, but also any Operator licensed by the Department of Transportation, currently **St. Lawrence and Atlantic Railroad**, to provide rail service on the Grand Trunk Rail line. Use of said parcel and drainage shall be in conformance Maine Yacht Center engineering plans prepared by Blais Civil Engineers and submitted to the Department, and made part of this document as Attachment A. This License shall be subject to the following terms and conditions:

1. **TERM.** The Term of the License will commence on June 9, 2009 and will continue until termination by the Licensee or by the Department if the property is required for railroad operations or Licensees use of the property creates operational or maintenance issues for the Department that cannot be resolved between the parties. Termination shall be carried out by 60 days written notice. The provisions of Paragraph 11 herein shall survive any termination.
2. **RENT.** The Licensee shall pay to the Department a fee of \$100.00 for expenses in connection with the preparation and execution of this License and, in addition thereto, Licensee agrees to pay as rental for the premises on a yearly basis the sum of \$0.00 payable in advance annually on the anniversary date of this License. If this License is terminated for any reason other than default by Licensee, the rental fee shall be prorated on a daily basis and any balance due Licensee shall be refunded upon restoration of the

premises pursuant to the terms of paragraph 15 of this agreement.

3. OCCUPANCY. Licensee agrees that the premises shall be used and occupied by Licensee as defined above. Neither the premises nor any part thereof shall be used at any time during the term of this License by Licensee for any other purpose. Licensee's use of the premises shall not interfere in any way with the operation of the railroad track, including without limitation the movement of trains thereon. Licensee shall make any drainage improvements the Department requires to the Railroad drainage and ditch line as part of this agreement. Licensee shall be responsible for securing any permits or approvals necessary to its use of the premises and shall comply with all environmental and sanitary laws, and all statutes, ordinances, rules, and orders of appropriate governmental authorities pertaining to the premises, to its activities thereon and to all other activities occurring in connection with the exercise of the rights granted under this agreement.
4. UTILITIES. Department shall pay for the following: None Licensee shall pay for the following: All utilities. Licensee shall pay any local, State or Federal taxes assessed on this agreement.
5. ASSIGNMENT AND SUBLETTING. Licensee shall not sublet the premises, or any part thereof, or assign this License.
6. MAINTENANCE AND REPAIR. Licensee shall, at its own expense, keep and maintain the premises in good and sanitary condition during the term of this License and not suffer waste to same.
7. ALTERATIONS. All approved alterations and improvements to the property are depicted in the attached engineering plan, Attachment A. Additional improvements require the approval of the Department. All costs related to improvements to the property shall be the responsibility of the Licensee.
8. INSURANCE. Licensee shall carry personal property and equipment insurance sufficient to cover the value of all personal property and equipment on the Department's property. Licensee shall carry insurance

coverage in an amount not less than \$1,000,000.00 for both personal injury and property damage occurring as a result of Licensee's activities and presence on, and its use, alteration and occupation of any of the Department's property; said coverage to apply to any and all claims or causes of action resulting in death, bodily injury or property damage; said amount being applicable to all such claims brought by any person or arising out of any single occurrence. Such policy shall name St. Lawrence and Atlantic Railroad as and additional insured and shall also name the Maine Department of Transportation as an additional insured, but for each such policy coverage and limits applicable to the Maine Department of Transportation shall only be in the amount of \$400,000.00 which amount shall include court costs, interest, and all other costs, and shall extend only to those acts and omissions for which the Maine Department of Transportation is liable pursuant to 14 M.R.S.A. §8104-A of the Maine Tort Claims Act, as amended. And furthermore, the coverage, specified by this clause shall not extend to any act or omission by the Maine Department of Transportation for which governmental immunity has been granted pursuant to 14 M.R.S.A. §8103, as amended. Nothing contained herein shall affect, eliminate, remove, or alter the protections afforded the Maine Department of Transportation by any section of the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq, as amended. Licensee shall provide proof of insurance to Department at the time of the execution of this License.

9. DANGEROUS MATERIALS. Licensee shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. RIGHT OF ENTRY. Licensee shall allow Department to enter the premises at all reasonable hours. Licensee shall allow Department to enter the premises at all times in the case of an emergency. Furthermore, Department need not give Licensee notice of its intent to enter when it is impracticable to do so or an emergency exists. Department retains the right to use the premises during the term hereof so long as such use

does not actually interfere in the Licensee's activities.

11. INDEMNIFICATION AND WAIVER. Licensee shall indemnify and save Department harmless from all liability, loss, cost, damage, harm or expense, including attorney's fees, arising out of or relating to Licensee's use and occupation of the Department's property. Licensee agrees to hold Department harmless from any claims for damages no matter how caused. Licensee waives all present and future claims against Department, as such, that might be considered as exceptions to the immunity otherwise provided to Department by the Maine Tort Claims Act.
12. ACCESS. Licensee shall be solely responsible for obtaining any other rights of access required for its purposes.
13. NO WARRANTIES. Department makes no warranty or representation about the condition of the premises and it shall be the Licensee's responsibility to determine whether any improvements to the premises are necessary in order to allow its use thereof. In the event such improvements are required, the work shall be performed by the Licensee at the expense of the Licensee, subject to the provisions of paragraph 7 of this License, and all such improvements shall be the property of the Department.
14. SEVERABILITY. Should a provision or any part of this agreement be declared void by a court of competent jurisdiction, the other provisions and parts of this agreement shall remain in force.
15. SURRENDER. Licensee shall surrender the premises to Department on the expiration or sooner termination of the License. If License is terminated prior to expiration date by Department due to a need for the land for rail operations, Said premises to be restored to the same conditions as when received.
16. HOLDING OVER. Any holding over by Licensee under this License, without Department's written consent, shall constitute trespass. The parties mutually agree that any personal property placed on the property by the Licensee and remaining on the Department's property fourteen (14) days after the termination of this

License shall be deemed abandoned and title thereto shall vest automatically in the Department.

17. NONPAYMENT OF RENT OR OTHER DEFAULT. Upon default in the payment of rent, or any part thereof, or if any default is made in the performance of any of the terms or conditions described above, the License shall terminate immediately at the option of the Department. Department shall give Licensee written notice of such termination.

18. WAIVER. Waiver by Department of any breach of condition under this License must be in writing and is not a waiver of any other condition or duty of Licensee or of any subsequent breach of the same condition or duty.

19. NOTICES. All notices under this License shall be addressed as follows and shall be mailed by certified mail, return receipt requested:

Department:

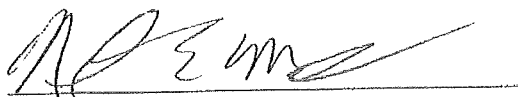
Licensee:

Maine Department of  
Transportation  
2 Child Street  
16 State House Station  
Augusta, Maine 04333  
Attn: Director  
Office of Freight Transportation

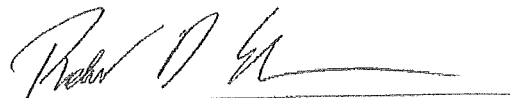
Maine Yacht Center  
100 Kensington St.  
Portland, ME 04103  
Attn. Brian Harris

Witness

STATE OF MAINE DEPARTMENT  
OF TRANSPORTATION

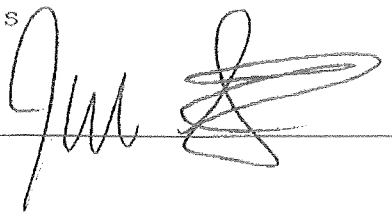


By



Robert Elder, Director  
Office of Freight

Witness

  
\_\_\_\_\_

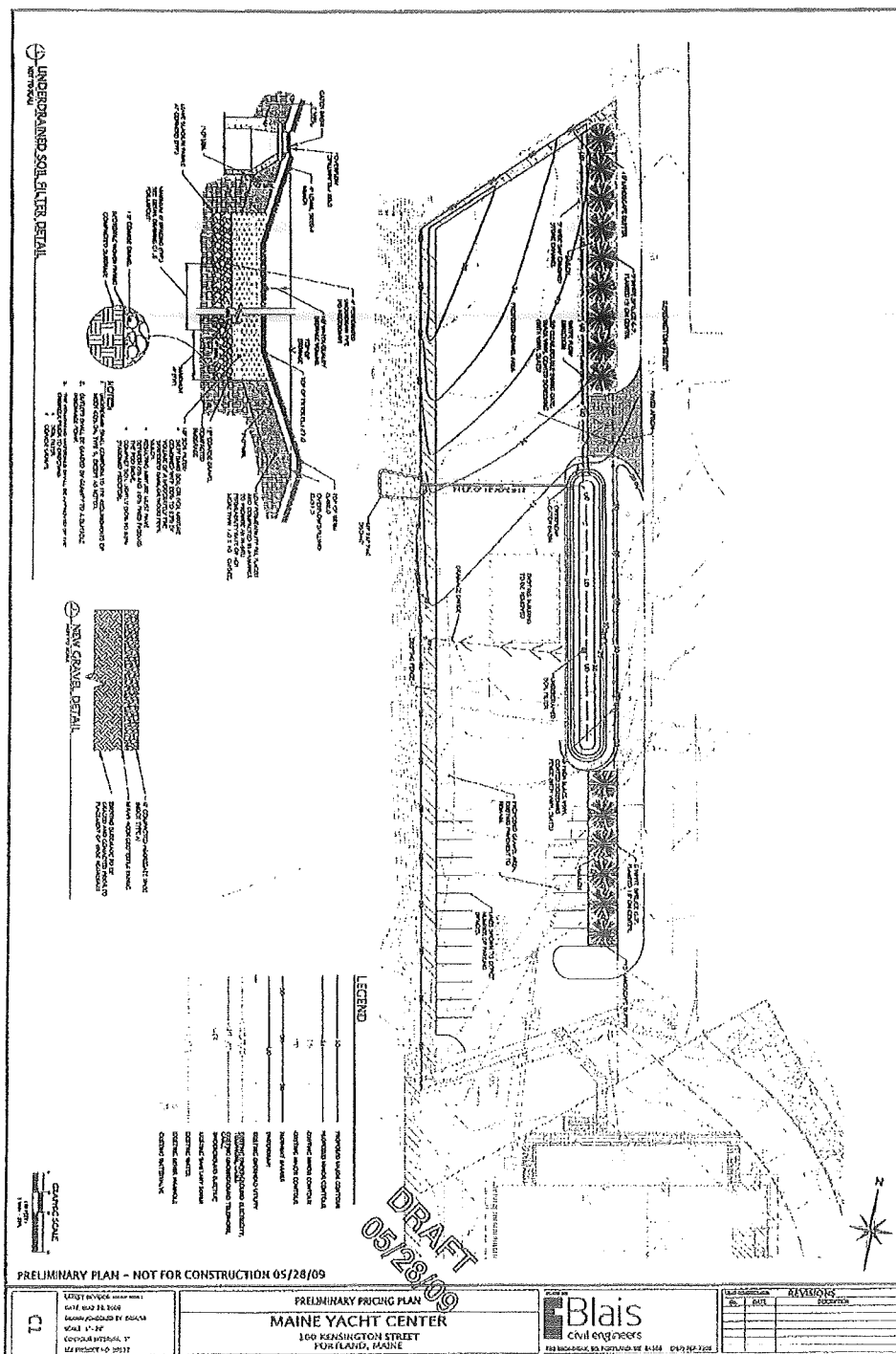
LICENSEE:

MAINE YACHT CENTER, LLC

By



\_\_\_\_\_   
Brian Harris



DEPT. OF BUILDINGS AND CONSTRUCTION  
CITY OF PORTLAND, ME

AUG 14 2009

REC'D

**NOTES:**

- 1.) ELEVATIONS DEPICTED HEREBY ARE BASED ON M.G. NO. 1828.
- 2.) THE TOPOGRAPHY AND SPOT ELEVATIONS DEPICTED HEREBY REFLECT A SURVEY PERFORMED ON SEPTEMBER 28, 2009. ONLY THOSE EXISTING UTILITIES AND STRUCTURES BY CONSTRUCTION RECORDS, CONSTRUCTION CORRESPONDING STORED MATERIALS AND MULTIPLE DUMPSTERS WERE LOCATED.
- 3.) THE SITE DEPICTED ON THIS PLAN IS UNDER CONSTRUCTION. INFORMATION DEPICTED ON THIS PLAN REFLECTS THE EXISTING CONDITIONS ON THE DATE OF THE FIELD SURVEY.
- 4.) VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITY IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER AND/OR CONTRACTOR.
- 5.) BOUNDARY LINES DEPICTED HEREBY ARE BASED ON GEOMETRY AND MEASUREMENTS DERIVED ON REFERENCE PLAN 1 FROM LOCATION OF EXISTING AND PROPOSED ROAD RIGHT-OF-WAY. THE BOUNDARIES DEPICTED HEREBY ARE BASED SOLELY ON A RETRIBUTION OF THE BOUNDARIES DEPICTED ON SAID REFERENCE PLAN 1. POST ROAD SURVEYS ARE HAS NOT PERFORMED A STANDARD BOUNDARY SURVEY ON THE PROPERTY DEPICTED.

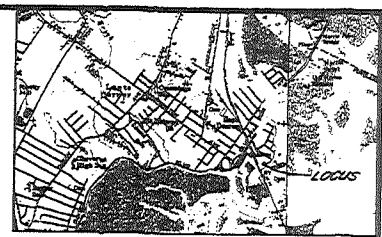
- 6.) FOR LOCATION OF EASEMENTS AND ADDITIONAL UNDERGROUND UTILITIES, SEE REFERENCE PLAN 1.
- 7.) DEED REFERENCES TO LOCUS PARCEL FOR MAINE PARTNERS, L.L.C. TO YACHT HAVEN, L.L.C. DATED AUGUST 22, 2008, RECORDED AT THE CLAMBLELAND COUNTY REGISTRY OF DEEDS IN BOOK 1520A, PAGE 73.
- 8.) TOPOGRAPHY DEPICTED HEREBY WAS DERIVED 1/10/01 FROM AERIAL PHOTOGRAPHS PERFORMED 1/11-13/01 WITH 18 INCHES OF SNOW COVER. POST ROAD SURVEYS ARE IS NOT RESPONSIBLE FOR LOCATION OF IMPROVEMENTS WHICH ARE NOT VISIBLE OR APPARENT TO DATE TO SHOW EXISTOR.

**REFERENCE PLANS:**

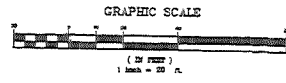
- 1.) STANDARD BOUNDARY SURVEY FOR BESSER PETERSON COMPANY, KENSINGTON STREET, CLAMBLELAND COUNTY, MAINE, DATED MAY 12, 1988, RECORDED IN BOOK 1498, PREPARED BY RICHARD H. BERRY, JR., P.L.L.C., 300 HANOVER STREET, BANGOR, MAINE 04401.
- 2.) CHANDLER NATIONAL REALTY, ST. LAW, ST. BERTH, ST. JAC. ST. JACQUES, PROPOSED SALE OF LAND TO SUN BEL COMPANY, DATED JULY 5, 1932, LAST REVISED JULY 12, 1932, PREPARED BY U.S. ENGINEERS, AREA ENGINEER, JULY 1932, PLAN THIS RECORDED AT THE CLAMBLELAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 65, PAGE 3.

**BENCH MARK DATA:**

- BM1 ELEV. 25.04' M.G. NO. 1828  
DESCRIPTION - 5" SQUARE GRANITE MONUMENT WITH BRASS PLUG AT THE INTERSECTION OF LONCH AND KENSINGTON STREETS (M.G.A. REFERENCE MARK 28).
- BM2 ELEV. 23.89' M.G. NO. 1828  
DESCRIPTION - PLUMB MARK IN CHISELED TRIANGLE ON THE SOUTHERLY END OF A STEEL MANHOLE AT THE SOUTHERLY TERMINUS OF KENSINGTON STREET.
- BM3 ELEV. 15.74' M.G. NO. 1828  
DESCRIPTION - TOP OF THE NORTHWEST CORNER OF THE CONCRETE FLAG POLE BASE, TWO INCHES IN FROM EACH FACE.
- BM4 ELEV. 11.25' M.G. NO. 1828  
BM5 ELEV. 12.14' M.G. NO. 1828  
DESCRIPTION - U.S. ENGINEERS DEPARTMENT BRASS DOWEL STAMPED "71" LOCATED ON TOP OF THE GRANITE. REMAINS WALL THAT FORMS APPROXIMATELY PARALLEL TO THE TRACKS NEAR ON CORNER OF THE CHANDLER NATIONAL REALTY.



NO.	DATE	DESCRIPTION	BY
7	01/02/00	REVISED TIE BLOCK	FDL
8	01/02/00	ADDED NOTE 8	FDL
9	01/02/00	SUPPLEMENTAL TIE TO NEW CONTAINS	FDL
4	12/08/00	ADDED GRADE STAKES SET	FDL
2	12/08/00	ADDED IMPROVEMENT SET	FDL
2	01/02/00	ADDED NOTE 6	FDL
1	11/02/00	ADDED BOUNDARY LINE DATA	FDL
NO.	DATE	DESCRIPTION	BY



**TOPOGRAPHIC PLAN**  
 PREPARED FOR  
**YACHT HAVEN, L.L.C.**  
 100 KENSINGTON STREET  
 PORTLAND ~ MAINE

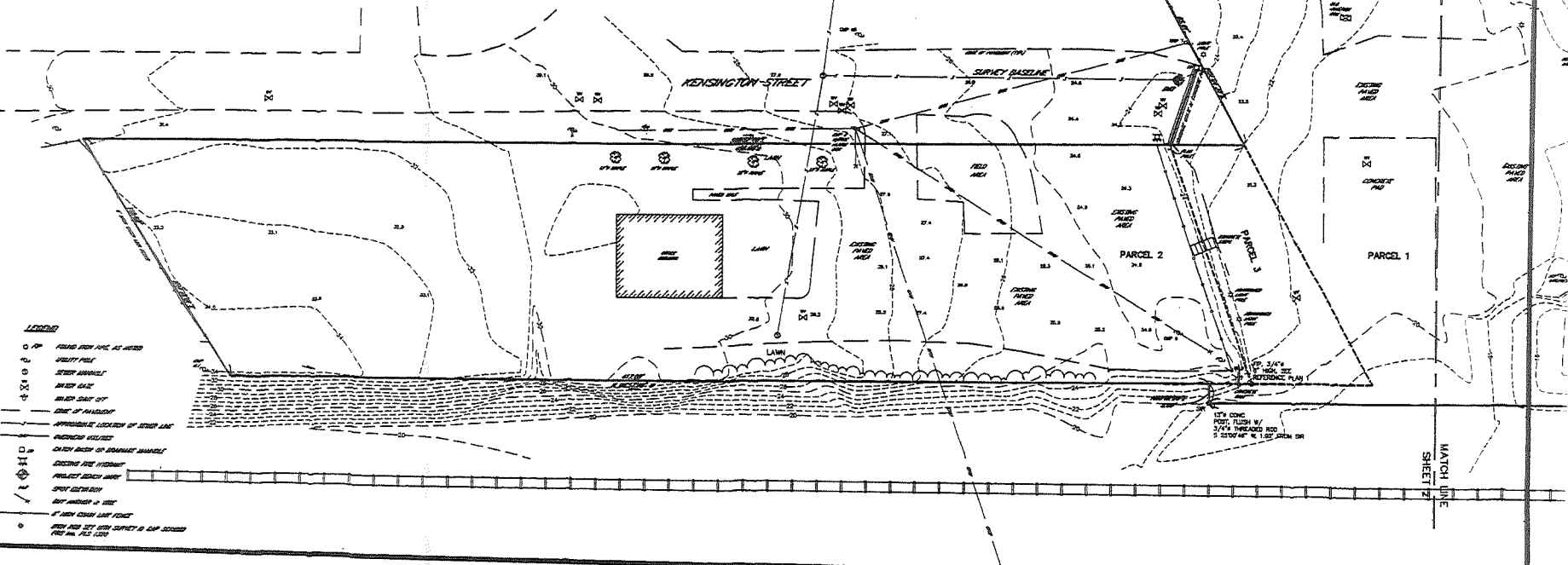
FRANK J. BERRY  
 P.E. No. 1320  
 STATE OF MAINE  
 REGISTERED PROFESSIONAL ENGINEER

Project: Yacht Haven, L.L.C.  
 P.O. Box 1007  
 75 7th St - 4th Fl  
 Portland, ME 04101

DRAWN BY: J. BERRY  
 CHECKED BY: J. BERRY  
 DATE: JULY 1, 2009

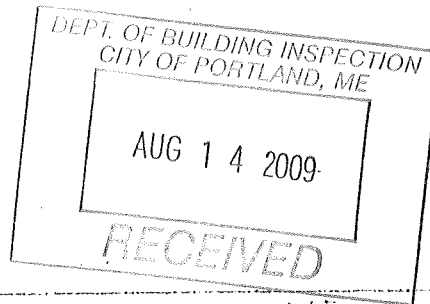
- LEGEND:**
- FOUND IRON PILE AS NOTED
  - SURVEY PILE
  - STREET MANHOLE
  - STREET GATE
  - STREET LIGHT PIT
  - LINE OF MANHOLE
  - APPROXIMATE LOCATION OF STREET LINE
  - PROPOSED WALKWAY
  - CHAIN BEARS ON BOUNDARY MANHOLE
  - EXISTING FIRE HYDRANT
  - PROPOSED BENCH MARK
  - SPOT ELEVATION
  - 6" HIGH CONCRETE MARK POST
  - IRON PILE SET FOR SURVEY IN EARL SCOTT'S 1928 M.G. NO. 1220

AUG 14 2009  
 RECEIVED  
 CITY OF PORTLAND  
 DEPT. OF UTILITIES



MATCH LINE SHEET 7





0052734

BK T5720PG073

**QUITCLAIM DEED WITH COVENANT**  
(Maine Statutory Short Form)

**FSF MAINE PARTNERS, LLC**, a Colorado Limited Liability Company, having a mailing address of 344 Madison, Denver, Colorado 80206

For Consideration Paid, **GRANTS TO:**

**YACHT HAVEN LLC**, a Maine Limited Liability Company, with a mailing address of 65 Kensington Street, Portland, Maine 04103, with Quitclaim Covenant, the land together with any buildings or improvements thereon in Portland, Cumberland County, State of Maine, described on Schedule A attached.

Being the same premises conveyed to the Grantor herein by Deed of Webber Oil Company, dated January 14, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15282, Page 298.

Parcel No. 1 described on Schedule A is subject to the rights and easements granted by Sun Oil Company to Central Maine Power Company by instrument dated May 8, 1970 and recorded in the Cumberland County Registry of Deeds in Book 3146, Page 256.

Excepting from Parcel No. 1 the premises conveyed by Webber Petroleum Company to David P. Bradford and Anne K. Bradford by deed recorded January 28, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6109, Page 328.

Parcels No. 1, 2 and 3 described on Schedule A are subject to the following:

a) Terms, conditions, rights and easements as set forth in an instrument from Webber Petroleum Company to Portland Water District dated December 21, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3964, Page 320.

b) Rights and easements granted to Central Maine Power Company as set forth in an instrument from Webber Petroleum Company dated January 23, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6417, Page 266.

c) Rights and easements granted to Central Maine Power Company as set forth in an instrument from Webber Petroleum Company dated April 30, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6528, Page 116.

d) Terms, conditions, rights and easements as set forth in an instrument from Webber Petroleum Company to Portland Water District dated August 6, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6867, Page 324.

e) All other customary easements now of record, if any, for utilities and drainage.

BK 15720PG074

f) Other covenants and restrictions now of record, if any.

Parcels No. 2 and No. 3 are subject to the following:

a) Restrictions as set forth in the deed from Windsor Land Company to Hugh J. Chisholm dated March 2, 1907 and recorded in the Cumberland County Registry of Deeds in Book 804, Page 201.

The premises are conveyed SUBJECT TO the condition that they shall be restricted from being used as a gasoline station or for the wholesale distribution or storage of heating oil, liquid petroleum gas, gasoline or other automotive fuel. The restriction shall not prohibit the use of the Premises as a marina and the attendant retail sale of gasoline, diesel fuel, motor oil and products normally stocked in an auto parts type store. This condition shall run with the land and shall inure to the benefit of Webber Oil Company, and the real estate of said corporation in Portland, Cumberland County, Maine, now owned or hereafter acquired.

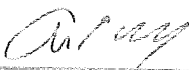
By acceptance of this deed the Grantee, for itself and its successors and assigns, agrees as follows:


1. In accordance with requirements of the Maine Department of Environmental Protection in connection with the Voluntary Response Action Plan ("the VRAP"; see M.R.S.A. Section 343-E) for the property submitted by Grantor and Webber Oil Company, no groundwater extraction wells may be installed or used on the property, without prior written permission from the Department of Environmental Protection, its successors or assigns.

2. Yacht Haven, LLC shall hold harmless Webber Oil Company, its directors and officers, their successors and assigns from any claims arising from any use or development of the property by Yacht Haven LLC or its employees, contractors, agents, successors and assigns, which do not comply with the workplan submitted by Webber Oil Company to the Maine Department of Environmental Protection in connection with the VRAP.

IN WITNESS WHEREOF, FSF MAINE PARTNERS, LLC has caused this instrument to be signed by Fritz C. Voekler, its duly authorized Manager, this 22 day of August, 2000.

FSF MAINE PARTNERS, LLC

  
\_\_\_\_\_

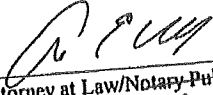
By   
\_\_\_\_\_  
Its Manager

BK 5720PG075

August 22, 2000

THE STATE OF MAINE  
*Cumberland*, ss.

Then personally appeared the above-named Fritz C. Voekler, Manager of FSF  
Maine Partners, LLC and acknowledged the foregoing instrument to be his free act and  
deed in his capacity and the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Attorney at Law/Notary Public  
*Alan F. Wolf*

SCHEDULE A

BK 5720PG076

PARCEL NO. 1

A certain lot or parcel of real estate situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at the southwesterly corner of Parcel No. 3 and running North  $53^{\circ} 06' 30''$  East bounding northwesterly on said Parcel No. 3, on Kensington Street, and on land now or formerly of Raymond P. and Arlene M. Doyle one hundred ninety-five and fifty-six hundredths (195.56) feet to a point; thence turning an interior angle of  $90^{\circ} 00'$  and running South  $36^{\circ} 53' 30''$  East bounding northeasterly on said land now or formerly of Raymond P. and Arlene M. Doyle, on said land now or formerly of Paul H. and Ellen K. Abildgaard, on land now or formerly of James H. Martin, on land now or formerly of Vincent J. and Irma Kennedy, on land now or formerly of Voramus L. and Emma C. Frye, and on land now or formerly of State of Maine approximately one thousand two hundred eighty (1,280) feet to the mean low water mark of Casco Bay; thence running in a generally westerly direction along the mean low water mark of Casco Bay approximately one thousand two hundred fifty (1,250) feet to a point on the southerly side of a pier extending easterly from the main right of way of Canadian National Railways; thence running South  $78^{\circ} 48'$  West by said pier and bounding southerly on land now or formerly of Canadian National Railways approximately one hundred ten (110) feet to a point; thence turning an interior angle of  $86^{\circ} 52' 10''$  and running North  $8^{\circ} 04' 10''$  West bounding westerly on land now or formerly of Canadian National Railways ten (10) feet to a point; thence turning an interior angle of  $93^{\circ} 07' 50''$  and running North  $78^{\circ} 48'$  East bounding northerly on land now or formerly of Canadian National Railways fifteen and two hundredths (15.02) feet to a point; thence turning an interior angle of  $266^{\circ} 52' 10''$  and running North  $8^{\circ} 04' 10''$  West bounding westerly on land now or formerly of Canadian National Railways nine hundred four and twenty-one hundredths (904.21) feet to a point; thence turning an interior angle of  $90^{\circ} 00'$  and running North  $81^{\circ} 55' 50''$  East bounding northerly on land now or formerly of Canadian National Railways eight (8) feet to the westerly line of Parcel No. 2; thence turning an interior angle of  $90^{\circ} 00'$  and running South  $8^{\circ} 04' 10''$  East bounding easterly on Parcel No. 2 and on Parcel No. 3 seventy (70) feet to the point of beginning, making an interior angle of  $298^{\circ} 49' 20''$  with the first described course; containing ten and seven tenths (10.7) acres of land.

BK 5720PG077

Also conveying hereby, insofar as the Grantor has the right or title to convey, an easement to install, maintain, repair and replace pipe lines for conveyance of gasoline, oils and fuels of all types with all necessary fixtures and appurtenances thereto, including utility lines for illuminating and servicing pipe lines and docks, from the existing dock and from the proposed dock as shown on a plan entitled "Proposed Sale of Land to Sun Oil Company" recorded in the Cumberland County Registry of Deeds, Plan Book 66, Page 9, northerly over, across and under the railway right of way to a point located south-westerly of the storage tanks along the route as shown on said Plan; also the right to install, maintain, repair, and replace a suitable walkway for foot passage from said proposed dock northerly to the mainland; also the right to support said pipe lines and walkway upon the seawall, except that said pipe lines and walkway to be located southerly of said seawall shall be at least fifteen (15) feet from railway trestle and shall be supported by an independent structure within said railway right of way; also the right to enter upon the railway right of way for all the above purposes and also to maintain, repair, replace and enlarge the existing dock as well as to erect, maintain, repair, replace and enlarge the proposed dock, all as shown on said Plan.

Also conveying hereby such riparian and shore rights as the Grantor has appurtenant to the above described premises.

Subject to a sewer easement for a ten inch (10") pipe and extending across the above described premises to Casco Bay.

Subject to right of Canadian National Railway Company to enter upon the above described premises for the purpose of maintaining, repairing and replacing the seawall.

Subject to the rights of others in and to any portion of said parcel which may be a part of the original Atlantic and St. Lawrence Company right of way condemned in 1838 for railroad purposes.

BK 115728PG078

PARCEL NO. 2

A certain lot or parcel of real estate situated in Portland, County of Cumberland and State of Maine, situated on the westerly side of Kensington Street in said Portland and bounded and described as follows:

Beginning at an iron pipe, said pipe being at the northwesterly corner of Parcel No. 3 and the southwesterly corner of the herein described property; thence North  $8^{\circ} 16' 30''$  West four hundred thirty-five and thirty-nine hundredths (435.39) feet along land of Canadian National Railway through an iron pipe to Interstate Route 295; thence North  $49^{\circ} 03' 30''$  East one hundred eighteen and ninety-two hundredths (118.92) feet along Interstate Route 295 to an iron pipe; thence South  $8^{\circ} 15'$  East four hundred sixty-four and sixteen hundredths (464.16) feet along Kensington Street to an iron pipe; thence South  $62^{\circ} 12'$  West one hundred five and ninety-nine hundredths (105.99) feet along Parcel No. Three to the point of beginning.

PARCEL NO. 3

A certain lot or parcel of real estate situated in Windsor Heights, so-called, in the East Deering section of the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the westerly side of Kensington Street at the southeasterly corner of Lot #23 as shown on the plan of Windsor Heights, said plan being recorded in Cumberland County Registry of Deeds, Plan Book 10, Page 83;

Thence southerly thirty-one and forty-seven hundredths (31.47) feet on a straight prolongation of the westerly side of said Kensington Street to the northwesterly line of land now or formerly of the Grand Trunk Railway Company of Canada;

Thence southwesterly along said northwesterly line to the westerly corner of land of said Railway Company and the easterly line of the right of way of said Railway Company;

Thence northerly along said right of way, a distance of fifty (50) feet, to the southwesterly corner of said Lot #23;

Thence northeasterly along the southeasterly line of said Lot #23 to the point of beginning.

DK 57206079

Containing three thousand nine hundred and thirty-~~two~~  
(3,936) square feet, more or less.

Said parcel is designated on said Plan as Sherwood  
Street but was never laid out or accepted by the  
city of Portland.

Subject to the rights of other property owners of  
lots shown on said Plan in and to this parcel.

Subject to easements, restrictions and conditions  
of record, easements or restrictions visible  
upon the ground and any state of facts which  
an accurate survey would disclose.

RECEIVED  
RECORDED REGISTRY OF DEEDS

2000 SEP 11 PM 2: 04

CUMBERLAND COUNTY

*John B. O'Brien*

A-4

**From:** "Roger Knight" <roger@bouldernordicsport.com>  
**To:** "Marge Schmuckal" <MES@portlandmaine.gov>  
**Date:** 8/11/2009 10:24:47 AM  
**Subject:** Re: Zoning question.

Marge-  
Thanks again for the email, you have been very helpful.

We did not get a chance to speak a few weeks ago, I called a few times but didn't get a call back. I think you were about to head on vacation. Anne Freeman then put me in touch with Anne Machado so it all worked out.

I think it seems like the best thing to do here would be for me to submit the change of use application online and then let you guys let me know what you need. Descriptions of the business, etc are no problem....I can get you whatever you need and can do that stuff ASAP as it is requested for sure.

We definitely have a very unique business going, the retail component is there but really for only a few months as most of the business is winter oriented and it is done mostly through shipping with a small local component. The big thing for us is importing two wax lines and a clothing and glove line into the US.

I'll get to work on the change of use stuff today and let that run it's course. I'm sure you will need more info in the process, so please do not hesitate to contact me with anything either via email or on my cell phone 749-1945.

Thank you once again for the help. I do appreciate it.

Roger

---

**From:** "Marge Schmuckal" <MES@portlandmaine.gov>  
**Sent:** Tuesday, August 11, 2009 9:23 AM  
**To:** roger@bouldernordicsport.com  
**Subject:** Re: Zoning question.

Roger,  
Each permit application is weighed on its own merits. I believe that I have spoken to you or your representative a few weeks ago. The I-Lb Zone is an industrial zone. It limits retail and other commercial activities. We in the zoning division are very careful about how we review permit applications under zoning. Because you apparently are not fully one specific use as listed under the current I-Lb, we are warning you that we will need documented information before we make a final decision. Usually that decision is made at the time of application. However, there is a format for getting an official opinion prior to an application. You can apply for a determination letter.

Please note that either way, permit or determination letter, I would need written documentation as to how your particular business use is to be run. I would need to quantify in some way how your retail activities work in the whole scheme of your business.

I hope this helps you.



No there met!

9/22/09

**From:** Eric Giles  
**To:** Barhydt, Barbara; Schmuckal, Marge; West -Chuhta, Danielle  
**Date:** 9/21/2009 11:51:06 AM  
**Subject:** Re: Maine Yacht Center Rezone

Marge,  
 Would you be available to attend a meeting tomorrow @ 9:30 am in the Conference Room? The purpose of this meeting is to review the Maine Yacht Center's Conditional Zoning Agreement. If you are unavailable at this time please indicate one that is better suited for you. As the Zoning Administrator your guidance and analysis regarding the preliminary site plan is especially helpful throughout this process. Thank you for your patience and timely attention to this matter.

Respectfully,

Eric Giles, AICP, LEED AP  
 Planner  
 City of Portland  
 Department of Planning and Urban Development

>>> Marge Schmuckal 9/21/2009 11:16:30 AM >>>

What is this? Are you asking us to a meeting or what? Your information is a little slim on this. Can you be a little more user friendly with this?

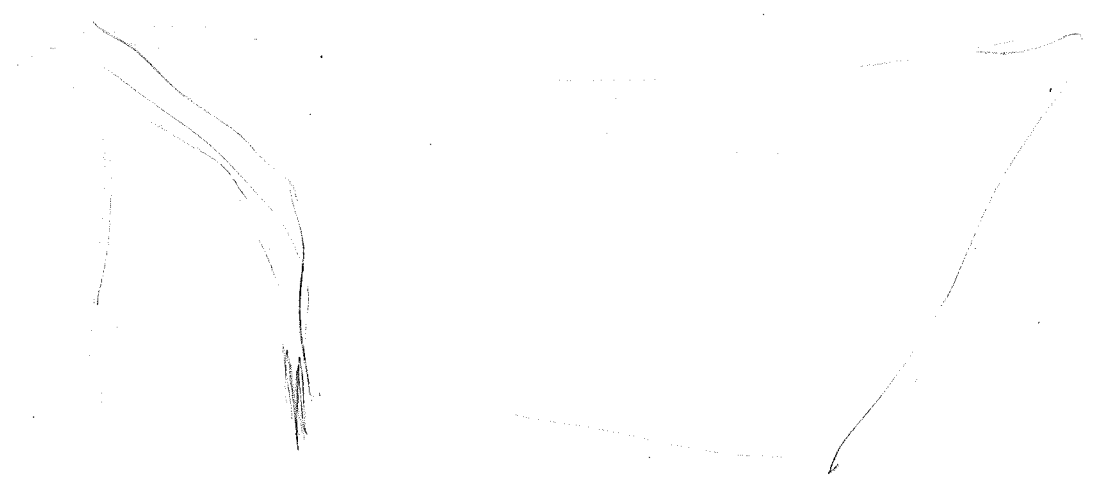
Marge

>>> Eric Giles 9/21/2009 10:14:40 AM >>>

Review current version and site plan dimensions

Eric Giles, AICP, LEED AP  
 Planner  
 City of Portland  
 Department of Planning and Urban Development

Jacks



**From:** Barbara Barhydt  
**To:** Giles, Eric; Schmuckal, Marge; West -Chuhta, Danielle  
**Date:** 9/21/2009 1:14:21 PM  
**Subject:** Re: Maine Yacht Center Rezone

I probably will not be able to attend this meeting as I will be at PATHS for the Public Services e-plan training.

I have reviewed the agreement and have the following comments:

1. Page 1 - There is an existing whereas that states there are 80 boat slips. I understand that the Planning Board approved a site plan with more boat slips, but they built fewer than approved. I assume that approval has lapsed now, so do we really want to mention that in the whereas statement?
2. Page 3 - the sanding, varnishing and painting is a question for me. Can we get clarification on what this includes (for example, is this only interior painting?)? If the applicant wants to keep it in, then it may be a question for the Board.
3. Page 4. The contract states that before any additional improvements the existing building will be demolished. I think the wording needs to be revised. When there is a pending site plan, we do not issue demolition permits (sometimes with written permission). I think it should state that a demolition permit will not be issued until the site plan is approved and that the applicable city permits have been obtained.
4. Page 4 and 5 If we are requiring a buffer of the parking lot to the trail, then I think we need to retain some setback from the side. The side setback to the existing facility could be zero. I had originally said that I was okay with a 0 setback at the rear, but as I write this I wonder how this impacts the trail. Do we need to have some buffer or setback? Similarly, what about the front along Kensington Street. Should we consider a five setback? What is shown on their plans?
5. I don't understand the change in blue that inserts either in #8. I did not think we wanted an either or , but that a sidewalk and trail contribution were to be included.

Thanks.

Barbara

>>> Eric Giles Monday, September 21, 2009 11:51 AM >>>  
Marge,

Would you be available to attend a meeting tomorrow @ 9:30 am in the Conference Room? The purpose of this meeting is to review the Maine Yacht Center's Conditional Zoning Agreement. If you are unavailable at this time please indicate one that is better suited for you. As the Zoning Administrator your guidance and analysis regarding the preliminary site plan is especially helpful throughout this process. Thank you for your patience and timely attention to this matter.

Respectfully,

Eric Giles, AICP, LEED AP  
Planner  
City of Portland  
Department of Planning and Urban Development

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Marge

>>> Eric Giles 9/21/2009 10:14:40 AM >>>

Review current version and site plan dimensions

Eric Giles, AICP, LEED AP  
Planner  
City of Portland  
Department of Planning and Urban Development

1 **CONDITIONAL ZONE AGREEMENT**

2 This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2009 by MAINE YACHT  
3 CENTER, LLC, a Maine limited liability company formerly known as Yacht Haven LLC,  
4 with a principal place of business in Portland, Maine (hereinafter "Maine Yacht Center").  
5

6 **WITNESSETH:**

7 WHEREAS, Maine Yacht Center owns real property located at 45-81 Kensington Street  
8 fronting on Casco Bay in the City of Portland, consisting of parcels shown on the City's Tax  
9 Map 429, Block G, Lots 1 to 7 and on Tax Map 430, Block E, Lots 1, 2, 3 and 4, Block B Lots  
10 13, 15 and X-1, being more particularly described in a deed recorded in Cumberland County  
11 Registry of Deeds in Book 15720, Page 73 (collectively the "Property"); and

12 WHEREAS, Maine Yacht Center proposes to improve its existing commercial marine  
13 facility in order to allow for the outdoor storage, repair and maintenance of boats, masts,  
14 stands, and related marine equipment and to construct stormwater control facilities in  
15 accordance with Chapter 32 of the City's Code of Ordinances on a portion of the Property  
16 designated as Tax Map 429, Block G, Lots 1-7 and also on Tax Map 430, Block E, Lots 1 to 4  
17 (the "Affected Property");

18 WHEREAS, the existing commercial marine facility includes \_\_\_\_\_, number of boat slips  
19 (as allowed and specified in the site plan attached hereto as Exhibit \_\_\_\_\_, approved by the  
20 Planning Board)

21 WHEREAS, on other portions of its Property presently zoned I-L Industrial, Maine  
22 Yacht Center made a substantial investment in its 400 feet of water front property to create an  
23 attractive full service marina and boatyard including a 990 foot long, 650 ton floating concrete  
24 breakwater, a marina basin with 80 boat slips, a newly dredged 8 foot deep fairway channel,  
25 and a new 300' x 140' building which incorporates 35,000 sq ft of boat storage and workshop  
26 space, offices, bathrooms, shower, laundry, customer lounge and store, with modern  
27 stormwater and utility services complying with the environmental standards and with the Maine  
28 Department of Environmental Protection's Clean Marinas & Boatyards Program and most  
29 recently is constructing a 80 ton travel lift and bottom washing containment area facility, and  
30 desires to use the Affected Property in order to support its existing facilities;

31 WHEREAS, the Affected Property is surrounded by Kensington Street, Interstate 295  
32 and the former Canadian National railroad corridor now owned by the State of Maine  
33 Department of Transportation (See Cumberland County Registry of Deeds Book 10924, Page  
34 91);

35 WHEREAS, the Affected Property is currently zoned "R-3" Residential;

36 WHEREAS, the Property has been previously used as a petroleum storage and heating  
37 oil distribution facility (now removed, remediated and discontinued);

Deleted: .

38 WHEREAS, the other portions of the Maine Yacht Center's Property is presently zoned  
39 "I-L" Industrial;

1 WHEREAS, the State of Maine has a 400 year tradition of boat building and repair;

2  
3 WHEREAS, the City's Comprehensive Plan, indicates that the I-L zone is intended to  
4 provide areas in which low impact industrial uses will be compatible with adjacent residential  
5 units and provide a buffer between residential neighborhoods and the I-M industrial zone; and  
6

7 WHEREAS the City's Comprehensive Plan finds that the City is a "waterfront city"  
8 with one of the finest harbors on the east coast, and calls for the City to encourage private and  
9 public sector waterfront investments and to create waterfront centered economic development;  
10 and

11  
12 WHEREAS, the Comprehensive Plan indicates that it is a goal of the City to facilitate  
13 public access along shore areas; and

14 WHEREAS, due to the Affected Property's location on the shore and between an  
15 established residential neighborhood and moderate industrial use, this rezoning will provide a  
16 buffer between the residential neighborhood and the I-M zone and facilitate public access along  
17 the shore; and

18 WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon,  
19 recommended the rezoning of the Affected Property as aforesaid, subject, however, to certain  
20 conditions contained in this Agreement; and  
21

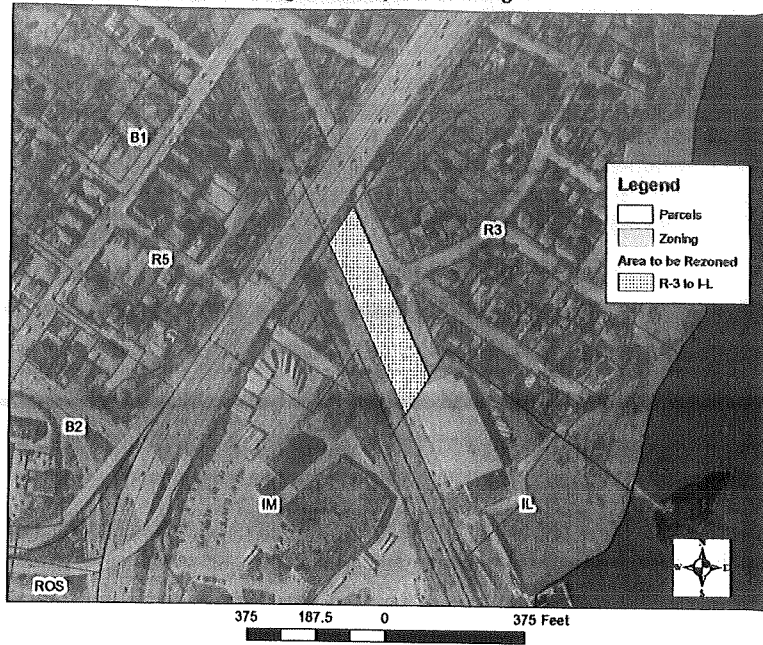
22 WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and  
23 Portland City Land Use Code (the "Code") §§ 14-60 to 14-62, after notice, hearing and due  
24 deliberation thereon, has determined that because of the unusual nature and unique location of  
25 the proposed development, and its minimal impact on and compatibility with the surrounding  
26 community, it is necessary and appropriate to recommend the rezoning of the Affected Property  
27 as aforesaid, with the following conditions and restrictions set forth in this Agreement; and  
28

29 WHEREAS, the Portland City Council has on \_\_\_\_\_, 2009 approved this  
30 Agreement in its entirety, by City Council Order No. \_\_\_\_\_, a true copy of which is attached  
31 hereto as Exhibit A (the "Order");  
32

33 NOW, THEREFORE, in consideration of the rezoning, Maine Yacht Center covenants  
34 and agrees as follows:  
35

36 1. The City hereby amends the Zoning Map of the City of Portland dated December  
37 2000 as amended from time to time and on file in the Department of Planning and  
38 Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the  
39 Code, by adopting the map change amendment shown below, namely a rezoning to conditional  
40 I-L Industrial of the Affected Property subject to the terms and conditions of this Agreement.  
41 If this Agreement is not recorded within sixty (60) days of the effective date of the City  
42 Counsel's approval of said rezoning, then the rezoning shall become null and void and the  
43 zoning of the Property shall revert to the pre-existing R-3 zone.

Figure 2: Adjacent Zoning



LRC NOTE : Need to accurately reflect Building location on the above

2. Maine Yacht Center is authorized to establish and maintain only the following uses on the Affected Property in accordance with the Preliminary Site Plan attached hereto as Exhibit B:

- a. a commercial marine facility located for the open air/outdoor storage of small boats (less than 60 ft. in height from the top of the mast to the bottom of the hull) on trailers or stands (no stacking of said boats is permitted, however), and seasonal maintenance (during the months of ? ) and minor repairs of boats, trailers, masts, stands, and related marine equipment, which shall be limited to buffing and waxing, sanding, varnishing and painting, installing and removal winter covers and frames, fitting of new zincs, the removal and installation of propellers, minor repairs and similar activities in connection with the routine seasonal winterizing and commissioning of boats, but with no major or structural repairs, sandblasting, bottom high pressure washing or overnight lodging permitted;
- b. Eighteen (18) motor vehicle parking spaces for use by customers, employees and visitors to the Property as designated on the Plan; and
- c. stormwater and erosion control facilities and landscape buffer areas;

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Deleted: , including without limitation the seasonal commissioning and decommissioning of boats, the installation, removal and storage of winter covers, jack stands and frames, interior and exterior painting, waxing and varnishing, nonstructural hull repairs, repairs, maintenance and installation of engine, electrical, electronics and plumbing systems, rigging and spar, electrical and water connections, and associated activities,

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1 d. the trail easement granted to the City of Portland and recorded in the  
2 Cumberland County Registry of Deeds in Book 20400, Page 277 as accepted by  
3 City Council Order #55-03/04 the terms of which are incorporated by reference.

4 (collectively the "Permitted Uses").

5 All work done on the Affected Property, shall be performed in accordance with the  
6 requirements and standards of the Maine Department of Environmental Protection's  
7 Best Management Practices for Maine's Boatyards and Marinas as well as the State of  
8 Maine Clean Boatyards and Marinas program, or any similar standards adopted by the  
9 Maine Department of Environmental Protection.

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10 Boat owners working on their own boats must follow the policies outlined in the MYC  
11 Best Management Practices for outside storage customers, a copy of which is attached  
12 as Exhibit C.

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15 3. The use of the Affected Property, by virtue of this contract rezoning, shall be limited  
16 to the aforementioned Permitted Uses, and such uses shall supersede any other permitted uses  
17 contained within the I-L industrial zone as specified in the Portland Land Use Ordinance.

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18 4. No temporary or permanent structures (including, but not limited to buildings, tents,  
19 enclosures, sheds, etc.) other than covers directly attached to boats shall be used, constructed,  
20 erected or placed upon the Affected Property.

21 5. The Affected Property will be developed substantially in accordance with the  
22 Preliminary Site Plans submitted by Blais Civil Engineers attached hereto as Exhibit B (the  
23 "Improvements").

24 Before constructing any additional improvements on the Affected Property, Maine  
25 Yacht Center shall demolish the existing 3,150 square foot office building located on the  
26 Affected Property.

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27 In addition, before commencing the use, Maine Yacht Center shall provide a planted  
28 buffer and fence both of which shall be finally approved by the Planning Board in the locations  
29 shown on the Preliminary Site Plan adjoining Kensington Street or post a performance guaranty  
30 assuring the construction of the planted buffer, with precise specifications subject to final site  
31 plan review. Such planted buffer shall remain in perpetuity and shall not be eliminated by  
32 Maine Yacht Center or its successors, provided that, to the extent applicable, the planted buffer  
33 may be maintained according to standards contained within the *National Arborist Association,*  
34 *Inc. Standards for Tree Care Operations.*

35 6. The proposed improvements of the Affected Property as depicted on Exhibit B shall  
36 be subject to site plan review under the provisions of the Portland Land Use Code and this  
37 Agreement.

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38 7. For the Affected Property, the underlying dimensional requirements of the I-L zone  
39 shall apply and are modified as follows:

1 (a) Maximum impervious surface ratio of ~~sixty-five percent~~ is hereby amended to  
2 permit a \_\_\_\_\_ ratio in accordance with the "Proposed Gravel Area" and the storm  
3 water system and "Crushed Stone Channel" surfaces as shown on the Preliminary Site  
4 Plan;

~~Deleted: Sixty~~  
~~Deleted: (65)~~  
~~Deleted: (what is the impervious surface ratio going to be? Please include exact figures.)~~

5 (b) Minimum side yards of ~~twenty-five feet generally and forty feet if the side property~~  
6 line abuts a residential zone are hereby amended to permit a zero setback for the  
7 "Proposed Gravel Area" and pavement to be used for boat storage and maneuvering and  
8 the landscape buffer Improvements as shown on Exhibit B;

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9 (c) Minimum rear yards of ~~twenty-five feet generally and forty feet if the rear property~~  
10 line abuts a residential zone are hereby amended to permit a zero setback for the  
11 stormwater improvements and the "Proposed Gravel Area," and the pavement to be  
12 used for boat storage and maneuvering as shown on Exhibit B;

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13 (d) Minimum front yards of ~~twenty-five feet generally~~ is hereby amended to permit a  
14 zero setback for the landscape buffer Improvements and an eight foot setback for the  
15 other Improvements and the "Proposed Gravel Area" and pavement to be used for boat  
16 storage and maneuvering as shown on Exhibit B;

~~Deleted: the Improvements and Permitted Uses on the "Proposed Gravel Area" as shown on the Preliminary Site Plan (what are they going to be? Please include exact figures.)~~  
~~Deleted: Twenty~~

17 (e) Pavement setback from lot boundary of Fifteen (15) feet for driveways, parking lots  
18 and other paved circulation areas- is hereby amended to permit a zero setback for the  
19 "Proposed Gravel Area" and pavement to be used for boat storage and maneuvering as  
20 shown on Exhibit B;

~~Deleted: and forty feet if the side property line abuts a residential zone~~  
~~Deleted: Permitted Uses on~~  
~~Deleted: as shown on the as shown on the Preliminary Site Plan (what are they going to be? Please include exact figures.)~~

21 8. Maine Yacht Center shall install a sidewalk(s) on the residential side of ~~delete~~  
22 Kensington Street if required as a part of the Site Plan Review and shall either contribute ~~either~~  
23 \$5,000.00 to the City for trail improvements in the vicinity of the Affected Property. This  
24 contribution is independent of any conditions which the Planning Board may lawfully require  
25 under site plan review. The Planning Board shall not be authorized, however, to waive this  
26 requirement. This contribution shall be made prior to the issuance of a building permit.

~~Deleted: Driveways~~  
~~Deleted: (how? Please be more specific.) to permit the driveway aprons onto Kensington Street~~

27  
28 9. Maine Yacht Center and its customers (i.e. persons using its facilities to store and  
29 maintain their boats, masts, stands or related marine equipment) shall not engage in  
30 maintenance activities on their boats, masts, stands or related marine equipment between the  
31 hours of ~~6:00 pm~~ and ~~8:00 am~~ except during a hurricane or tropical storm warning or watch as  
32 declared by a governmental authority.

~~Deleted: or shall agree that the existing trail easement recorded in Book 20400, Page 277 shall become permanent and shall not terminate in accordance with its terms~~  
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33  
34 10. Maine Yacht Center shall ensure that its customers (i.e. persons using its facilities  
35 to store and maintain their boats, masts, stands or related marine equipment) comply with the  
36 rules and regulations of the Maine Yacht Center, which are attached hereto as Exhibit C.

~~Deleted: ,~~

37  
38 11. No lighting has been proposed on site as part of this process. If any such  
39 lighting shall be deemed necessary in the future, Maine Yacht Center shall seek and receive  
40 written approval from the Planning Authority for said lighting.



1 | 12. Maine Yacht Center shall be responsible for ongoing maintenance of the Affected  
2 Property, including snowplowing, sanding, sweeping, lighting, trash pickup (at least weekly),  
3 etc. and shall operate the facility in accordance with the requirements of the Maine Department  
4 of Environmental Protection's Best Management Practices Manual for Maine's Boatyards and  
5 Marinas.

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7 | 13. Maine Yacht Center shall annually submit evidence of certification under the  
8 State of Maine Clean Boatyards and Marinas program, and comply with all standards of said  
9 program.

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11 | 14. The provisions of this Agreement are intended to replace and/or supersede the  
12 requirements of the underlying I-L zone. As stated above, to the extent not otherwise altered  
13 herein, the zoning requirements for the I-L zone (including, but not limited to, sections 14-235  
14 and 14-236) shall apply to the Affected Property.

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15 | 15. As a condition of this rezoning, the Planning Board shall be substituted for the  
16 Planning Authority for purposes of evaluating and approving Maine Yacht Center's site plan.

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18 | 16. In the event of a breach by Maine Yacht Center or its successors or assigns of the  
19 zoning provisions contained herein (whether the Zoning Administrator, the Zoning Board of  
20 Appeals or a court determines such breach), the Planning Board, after notice, reasonable  
21 opportunity to cure and hearing, may recommend to the City Council that the conditional zone  
22 and this Agreement be amended, or be rescinded, such rescission to result in the termination of  
23 this Agreement and a reversion of the Affected Property to the R-3 zone requirements in place  
24 before the execution of this Agreement.

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25 | 17. The above stated restrictions, provisions, and conditions are an essential part of the  
26 rezoning, shall run with the Property, shall bind and benefit Maine Yacht Center, any entity  
27 affiliated with Maine Yacht Center that takes title to the Affected Property, its successors and  
28 assigns, and any party in possession or occupancy of said Affected Property or any part thereof,  
29 and shall inure to the benefit of and be enforceable by the City of Portland, by and through its  
30 duly authorized representatives. Maine Yacht Center shall file a counterpart original of this  
31 Agreement in the Cumberland County Registry of Deeds.

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33 | 18. This Agreement shall be enforced pursuant to the land use enforcement provisions  
34 of state law including, but not limited to, 30-A MRS § 4452 and the Portland City Code.

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36 | 19. If any of the restrictions, provisions, conditions, or portions thereof set forth herein  
37 is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such  
38 portion shall be deemed as a separate, distinct, and independent provision and such  
39 determination shall not affect the validity of the remaining portions hereof.

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41 | 20. Except as expressly modified herein, the development shall be governed by and  
42 comply with the provisions of the Portland City Code and any applicable amendments thereto  
43 or replacement thereof.

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Witness its hand and seal on the date set forth above.

MAINE YACHT CENTER, LLC

\_\_\_\_\_ by: \_\_\_\_\_  
Witness \_\_\_\_\_, its Manager

State of Maine  
County of \_\_\_\_\_, ss \_\_\_\_\_, 2009

Then personally appeared before me the above named \_\_\_\_\_ in his  
said capacity and acknowledged the foregoing to be his free act and deed and the free act and  
deed of said limited liability company.

Before Me,

\_\_\_\_\_  
Notary public  
Name: \_\_\_\_\_

Contract Zone Maine Yacht Harbor 9-10-2009 LRC REV.Doc  
09/21/2009 09:38

<b>Deleted:</b> Contract Zone Maine Yacht Harbor 9-2-2009 LRC REV.Doc
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<b>Deleted:</b> 09/04/2009 12:59
<b>Deleted:</b> 09/02/2009 08:17

**From:** Danielle West -Chuhta  
**To:** Giles, Eric  
**Date:** 9/18/2009 4:28:51 PM  
**Subject:** Maine Yacht Center

Eric:

I have made comments re: Maine Yacht CZA. My comments are in blue - Larry's changes are in red (although some of my comments are in red - I think this happened when I commented on his changes). I think that we should meet before we send this to Larry (or meet with him to discuss) since I would really like to discuss the dimensional requirements (with Marge, etc.).

Thanks a lot,

Danielle

Danielle P. West-Chuhta  
Associate Corporation Counsel  
City of Portland, Maine  
(207) 874-8480

**CC:** Barhydt, Barbara; Schmuckal, Marge

1 **CONDITIONAL ZONE AGREEMENT**

2  
3 This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2009 by MAINE YACHT  
4 CENTER, LLC, a Maine limited liability company formerly known as Yacht Haven LLC,  
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17 the shore; and

18           WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon,  
19 recommended the rezoning of the Affected Property as aforesaid, subject, however, to certain  
20 conditions contained in this Agreement; and  
21

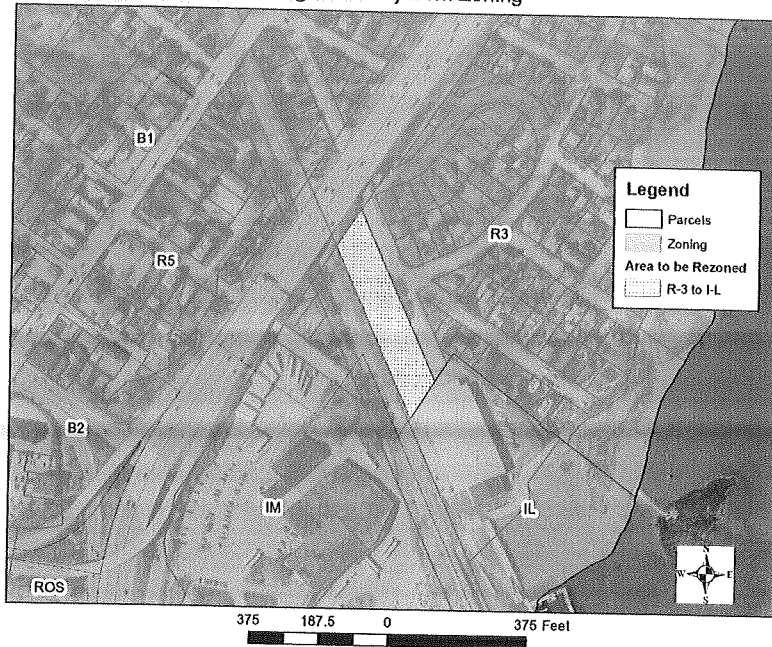
22           WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and  
23 Portland City Land Use Code (the "Code") §§ 14-60 to 14-62, after notice, hearing and due  
24 deliberation thereon, has determined that because of the unusual nature and unique location of  
25 the proposed development, and its minimal impact on and compatibility with the surrounding  
26 community, it is necessary and appropriate to recommend the rezoning of the Affected Property  
27 as aforesaid, with the following conditions and restrictions set forth in this Agreement; and  
28

29           WHEREAS, the Portland City Council has on \_\_\_\_\_, 2009 approved this  
30 Agreement in its entirety, by City Council Order No. \_\_\_\_\_, a true copy of which is attached  
31 hereto as Exhibit A (the "Order");  
32

33           NOW, THEREFORE, in consideration of the rezoning, Maine Yacht Center covenants  
34 and agrees as follows:  
35

36           1. The City hereby amends the Zoning Map of the City of Portland dated December  
37 2000 as amended from time to time and on file in the Department of Planning and  
38 Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the  
39 Code, by adopting the map change amendment shown below, namely a rezoning to conditional  
40 I-L Industrial of the Affected Property subject to the terms and conditions of this Agreement.  
41 If this Agreement is not recorded within sixty (60) days of the effective date of the City  
42 Counsel's approval of said rezoning, then the rezoning shall become null and void and the  
43 zoning of the Property shall revert to the pre-existing R-3 zone.

Figure 2: Adjacent Zoning



LRC NOTE ; Need to accurately reflect Building location on the above

2. Maine Yacht Center is authorized to establish and maintain only the following uses on the Affected Property in accordance with the Preliminary Site Plan attached hereto as Exhibit B:

- a. a commercial marine facility located for the open air/outdoor storage of small boats (less than 60 ft. in height from the top of the mast to the bottom of the hull) on trailers or stands (no stacking of said boats is permitted, however), and seasonal maintenance (during the months of ? ) and minor repairs of boats, trailers, masts, stands, and related marine equipment which shall be limited to buffing and waxing, sanding, varnishing and painting, installing and removal of winter covers and frames, fitting of new zincs, the removal and installation of propellers, minor repairs and similar activities in connection with the routine seasonal winterizing and commissioning of boats, but with no major or structural repairs, sandblasting, bottom high pressure washing or overnight lodging permitted;
- b. Eighteen (18) motor vehicle parking spaces for use by customers, employees and visitors to the Property as designated on the Plan; and
- c. stormwater and erosion control facilities and landscape buffer areas;

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Deleted: , including without limitation the seasonal commissioning and decommissioning of boats, the installation, removal and storage of winter covers, jack stands and frames, interior and exterior painting, waxing and varnishing, nonstructural hull repairs, repairs, maintenance and installation of engine, electrical, electronics and plumbing systems, rigging and spar, electrical and water connections, and associated activities,

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1 d. the trail easement granted to the City of Portland and recorded in the  
2 Cumberland County Registry of Deeds in Book 20400, Page 277 as accepted by  
3 City Council Order #55-03/04 the terms of which are incorporated by reference.

4 (collectively the "Permitted Uses").

5 All work done on the Affected Property shall be performed in accordance with the  
6 requirements and standards of the Maine Department of Environmental Protection's  
7 Best Management Practices for Maine's Boatyards and Marinas as well as the State of  
8 Maine Clean Boatyards and Marinas program, or any similar standards adopted by the  
9 Maine Department of Environmental Protection.

10  
11 Boat owners working on their own boats must follow the policies outlined in the MYC  
12 Best Management Practices for outside storage customers, a copy of which is attached  
13 as Exhibit C.

14  
15 3. The use of the Affected Property, by virtue of this contract rezoning, shall be limited  
16 to the aforementioned Permitted Uses, and such uses shall supersede any other permitted uses  
17 contained within the I-L industrial zone as specified in the Portland Land Use Ordinance.

18 4. No temporary or permanent structures (including, but not limited to buildings, tents,  
19 enclosures, sheds, etc.) other than covers directly attached to boats shall be used, constructed,  
20 erected or placed upon the Affected Property.

21 5. The Affected Property will be developed substantially in accordance with the  
22 Preliminary Site Plans submitted by Blais Civil Engineers attached hereto as Exhibit B (the  
23 "Improvements").

24 Before constructing any additional improvements on the Affected Property, Maine  
25 Yacht Center shall demolish the existing 3,150 square foot office building located on the  
26 Affected Property.

27 In addition, before commencing the use, Maine Yacht Center shall provide a planted  
28 buffer and fence both of which shall be finally approved by the Planning Board in the locations  
29 shown on the Preliminary Site Plan adjoining Kensington Street or post a performance guaranty  
30 assuring the construction of the planted buffer, with precise specifications subject to final site  
31 plan review. Such planted buffer shall remain in perpetuity and shall not be eliminated by  
32 Maine Yacht Center or its successors, provided that, to the extent applicable, the planted buffer  
33 may be maintained according to standards contained within the *National Arborist Association,*  
34 *Inc. Standards for Tree Care Operations.*

35 6. The proposed improvements of the Affected Property as depicted on Exhibit B shall  
36 be subject to site plan review under the provisions of the Portland Land Use Code and this  
37 Agreement.

38 7. For the Affected Property, the underlying dimensional requirements of the I-L zone  
39 shall apply and are modified as follows:

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(a) Maximum impervious surface ratio of sixty-five percent is hereby amended to permit a ratio in accordance with the "Proposed Gravel Area" and the storm water system and "Crushed Stone Channel" surfaces as shown on the Preliminary Site Plan;

(b) Minimum side yards of twenty-five feet generally and forty feet if the side property line abuts a residential zone are hereby amended to permit a zero setback for the "Proposed Gravel Area" and pavement to be used for boat storage and maneuvering and the landscape buffer Improvements as shown on Exhibit B;

(c) Minimum rear yards of twenty-five feet generally and forty feet if the rear property line abuts a residential zone are hereby amended to permit a zero setback for the stormwater improvements and the "Proposed Gravel Area," and the pavement to be used for boat storage and maneuvering as shown on Exhibit B;

(d) Minimum front yards of twenty-five feet generally is hereby amended to permit a zero setback for the landscape buffer Improvements and an eight foot setback for the other Improvements and the "Proposed Gravel Area" and pavement to be used for boat storage and maneuvering as shown on Exhibit B;

(e) Pavement setback from lot boundary of Fifteen (15) feet for driveways, parking lots and other paved circulation areas- is hereby amended to permit a zero setback for the "Proposed Gravel Area" and pavement to be used for boat storage and maneuvering as shown on Exhibit B;

8. Maine Yacht Center shall install a sidewalk(s) on the residential side of Kensington Street if required as a part of the Site Plan Review and shall either contribute \$5,000.00 to the City for trail improvements in the vicinity of the Affected Property. This contribution is independent of any conditions which the Planning Board may lawfully require under site plan review. The Planning Board shall not be authorized, however, to waive this requirement. This contribution shall be made prior to the issuance of a building permit.

9. Maine Yacht Center and its customers (i.e. persons using its facilities to store and maintain their boats, masts, stands or related marine equipment) shall not engage in maintenance activities on their boats, masts, stands or related marine equipment between the hours of 6:00 pm and 8:00 am except during a hurricane or tropical storm warning or watch as declared by a governmental authority.

10. Maine Yacht Center shall ensure that its customers (i.e. persons using its facilities to store and maintain their boats, masts, stands or related marine equipment) comply with the rules and regulations of the Maine Yacht Center, which are attached hereto as Exhibit C.

11. No lighting has been proposed on site as part of this process. If any such lighting shall be deemed necessary in the future, Maine Yacht Center shall seek and receive written approval from the Planning Authority for said lighting.

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- Deleted: the Improvements and Permitted Uses on the "Proposed Gravel Area" as shown on the Preliminary Site Plan (what are they going to be? Please include exact figures.)
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- Deleted: Permitted Uses on
- Deleted: as shown on the as shown on the Preliminary Site Plan (what are they going to be? Please include exact figures.)
- Deleted: Driveways
- Deleted: (how? Please be more specific.) to permit the driveway aprons onto Kensington Street
- Deleted: or shall agree that the existing trail easement recorded in Book 20400, Page 277 shall become permanent and shall not terminate in accordance with its terms
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1 | 12. Maine Yacht Center shall be responsible for ongoing maintenance of the Affected  
2 | Property, including snowplowing, sanding, sweeping, lighting, trash pickup (at least weekly),  
3 | etc. and shall operate the facility in accordance with the requirements of the Maine Department  
4 | of Environmental Protection's Best Management Practices Manual for Maine's Boatyards and  
5 | Marinas.

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7 | 13. Maine Yacht Center shall annually submit evidence of certification under the  
8 | State of Maine Clean Boatyards and Marinas program, and comply with all standards of said  
9 | program.

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11 | 14. The provisions of this Agreement are intended to replace and/or supersede the  
12 | requirements of the underlying I-L zone. As stated above, to the extent not otherwise altered  
13 | herein, the zoning requirements for the I-L zone (including, but not limited to, sections 14-235  
14 | and 14-236) shall apply to the Affected Property.

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15 | 15. As a condition of this rezoning, the Planning Board shall be substituted for the  
16 | Planning Authority for purposes of evaluating and approving Maine Yacht Center's site plan.

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17 | 16. In the event of a breach by Maine Yacht Center or its successors or assigns of the  
18 | zoning provisions contained herein (whether the Zoning Administrator, the Zoning Board of  
19 | Appeals or a court determines such breach), the Planning Board, after notice, reasonable  
20 | opportunity to cure and hearing, may recommend to the City Council that the conditional zone  
21 | and this Agreement be amended, or be rescinded, such rescission to result in the termination of  
22 | this Agreement and a reversion of the Affected Property to the R-3 zone requirements in place  
23 | before the execution of this Agreement.

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25 | 17. The above stated restrictions, provisions, and conditions are an essential part of the  
26 | rezoning, shall run with the Property, shall bind and benefit Maine Yacht Center, any entity  
27 | affiliated with Maine Yacht Center that takes title to the Affected Property, its successors and  
28 | assigns, and any party in possession or occupancy of said Affected Property or any part thereof,  
29 | and shall inure to the benefit of and be enforceable by the City of Portland, by and through its  
30 | duly authorized representatives. Maine Yacht Center shall file a counterpart original of this  
31 | Agreement in the Cumberland County Registry of Deeds.

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33 | 18. This Agreement shall be enforced pursuant to the land use enforcement provisions  
34 | of state law including, but not limited to, 30-A MRSA § 4452 and the Portland City Code.

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36 | 19. If any of the restrictions, provisions, conditions, or portions thereof set forth herein  
37 | is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such  
38 | portion shall be deemed as a separate, distinct, and independent provision and such  
39 | determination shall not affect the validity of the remaining portions hereof.

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41 | 20. Except as expressly modified herein, the development shall be governed by and  
42 | comply with the provisions of the Portland City Code and any applicable amendments thereto  
43 | or replacement thereof.

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Witness its hand and seal on the date set forth above.

**MAINE YACHT CENTER, LLC**

\_\_\_\_\_ by: \_\_\_\_\_  
Witness \_\_\_\_\_, its Manager

State of Maine  
County of \_\_\_\_\_, ss \_\_\_\_\_, 2009

Then personally appeared before me the above named \_\_\_\_\_ in his  
said capacity and acknowledged the foregoing to be his free act and deed and the free act and  
deed of said limited liability company.

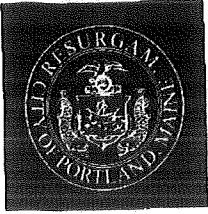
Before Me,

\_\_\_\_\_  
Notary public  
Name: \_\_\_\_\_

Contract Zone Maine Yacht Harbor 9-10-2009 LRC REV.Doc  
09/21/2009 09:17

<b>Deleted:</b> Contract Zone Maine Yacht Harbor 9-2-2009 LRC REV.Doc
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EXHIBIT A



*Strengthening a Remarkable City. Building a Community for Life*

[www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning & Urban Development Department**  
Penny St. Louis Littell, Director

**Planning Division**  
Alexander Jaegerman, Director

**MARCH 29, 2010**

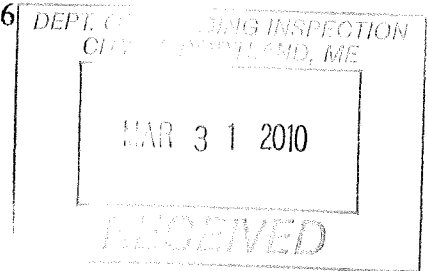
**APPLICANT:**

Brian Harris  
100 Kensington Street  
Portland, ME 04103

**CONSULTANT:**

Blais Civil Engineers  
780 Broadway St.  
South Portland, ME 04106

**Project Name:** Maine Yacht Center Parking Area  
**Project ID:** 10-99900001  
**Project Address:** 65 Kensington St. CBL: 429 - G-001-001  
**Planner:** Eric Giles, AICP, LEED AP



Dear Mr. Harris:

On **March 23, 2010**, the Portland Planning Board considered the Maine Yacht Center Parking Area site plan located at 65 Kensington St. The Planning Board reviewed the proposal for conformance with the standards of the Site Plan and Conditional Zoning Agreement. The Planning Board voted **7-0** to approve the application with the following motion as presented below.

**SITE PLAN REVIEW**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report #4-10 for application **10-99900001** relevant to the Site Plan Ordinance and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with the site plan standards of the land use code.

**STANDARD CONDITIONS OF APPROVAL**

Please note the following standard conditions of approval and requirements for all approved site plans:

1. The site shall be developed and maintained as depicted in the site plan and the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the planning authority pursuant to the terms of this article. Any such parcel lawfully altered prior to the enactment date of these revisions shall not be further

altered without approval as provided herein. Modification or alteration shall mean and include any deviations from the approved site plan including, but not limited to, topography, vegetation and impervious surfaces shown on the site plan. No action, other than an amendment approved by the planning authority or Planning Board, and field changes approved by the Public Services authority as provided herein, by any authority or department shall authorize any such modification or alteration.

2. The above approvals do not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Dept. prior to the release of a building permit, street opening permit or certificate of occupancy for site plans.
4. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
5. Final sets of plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*.dwg), release AutoCAD 2005 or greater.
6. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
7. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
8. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

Philip DiPierro, Development Review Coordinator, must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the

Development Review Coordinator prior to issuance of a Certificate of Occupancy.  
Please schedule any property closing with these requirements in mind.

If you have any questions, please contact **Erick Giles** at 207-874-8723 or [egiles@planning.gov](mailto:egiles@planning.gov)

Sincerely,



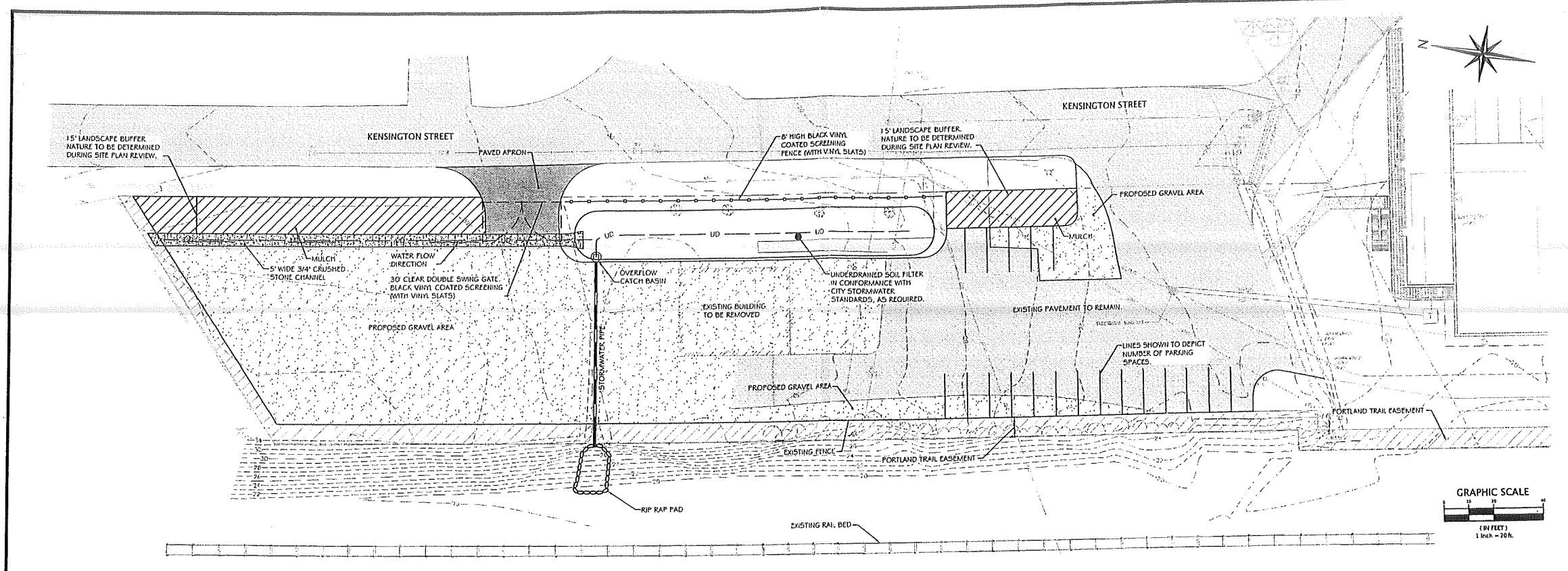
Bill Hall, Chair  
Portland Planning Board

**Attachments:**

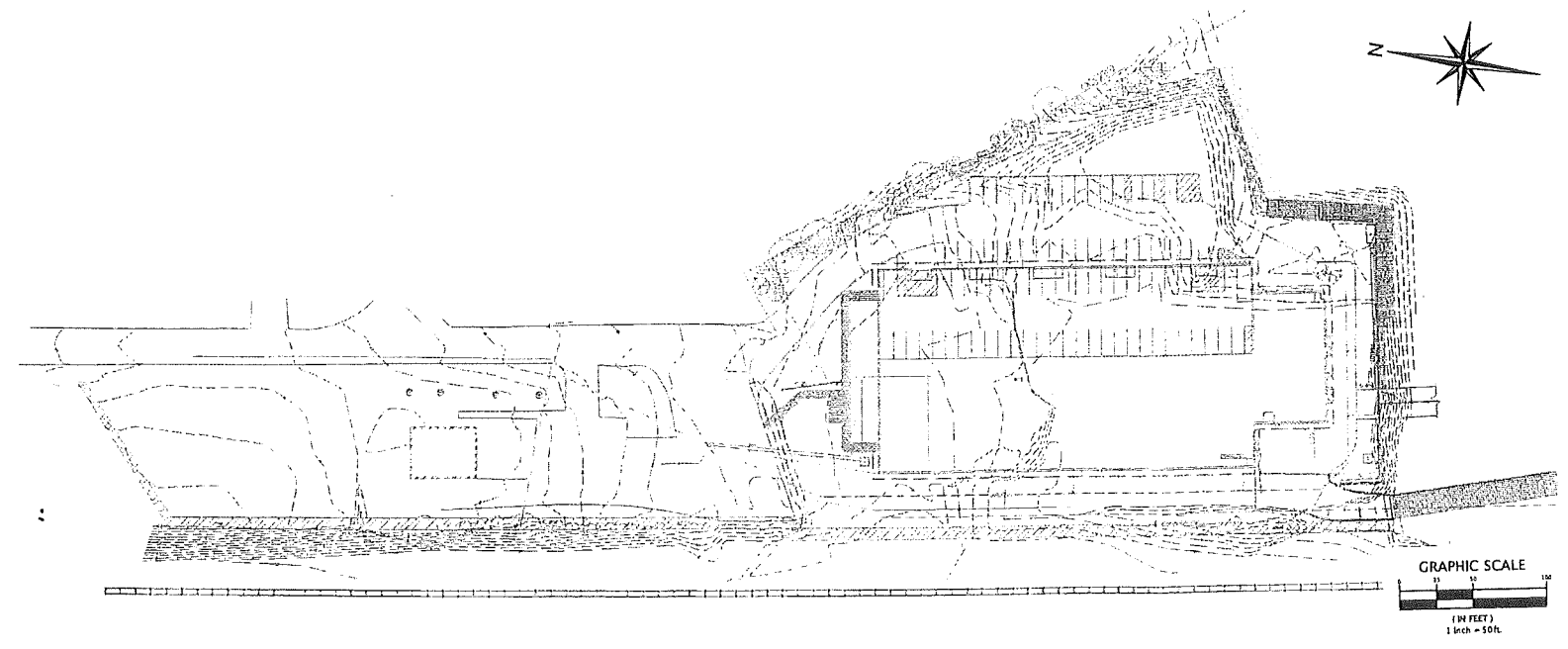
1. PB Report #4-10
2. Performance Guarantee Packet

**Electronic Distribution:**

Penny St. Louis Littell, Director of Planning and Urban Development  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Eric Giles, Aicp Planner/Senior Planner  
Philip DiPierro, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Tammy Munson, Inspections Division Director  
Gayle Guertin, Inspections Division  
Lisa Danforth, Inspections Division  
Lannie Dobson, Inspections Division  
Michael Bobinsky, Public Services Director  
Kathi Earley, Public Services  
Bill Clark, Public Services  
David Margolis-Pineo, Deputy City Engineer  
Todd Merkle, Public Services  
Greg Vining, Public Services  
John Low, Public Services  
Jane Ward, Public Services  
Keith Gautreau, Fire  
Jeff Tarling, City Arborist  
Tom Errico, Wilbur Smith Consulting Engineers  
Dan Goyette, Woodard & Curran  
Assessor's Office  
Approval Letter File  
**Hard Copy:** Project File



REZONING PLAN  
1"=20'



ZONING LIMITS PLAN  
1"=50'

**LEGEND**

	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	UNDERDRAIN
	EXISTING OVERHEAD UTILITY
	EXISTING UNDERGROUND ELECTRICITY, TELEPHONE, CABLE
	EXISTING UNDERGROUND TELEPHONE, CABLE
	UNDERGROUND ELECTRIC
	EXISTING SANITARY SEWER
	EXISTING WATER
	EXISTING SEWER MANHOLE
	EXISTING WATERVALVE
	PROPOSED GRAVEL
	EXISTING PAVEMENT TO REMAIN
	PROPOSED PAVEMENT

NO.	DATE	REVISIONS DESCRIPTION

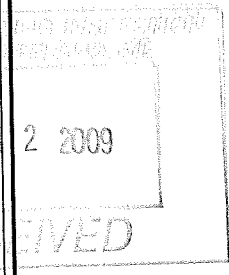
PLANS BY  
**Blais**  
civil engineers  
780 BROADWAY, 50, PORTLAND, ME 04108 (207) 797-2300

REZONING PLAN & ZONING LIMITS PLAN  
**MAINE YACHT CENTER**  
100 KENSINGTON STREET  
PORTLAND, MAINE

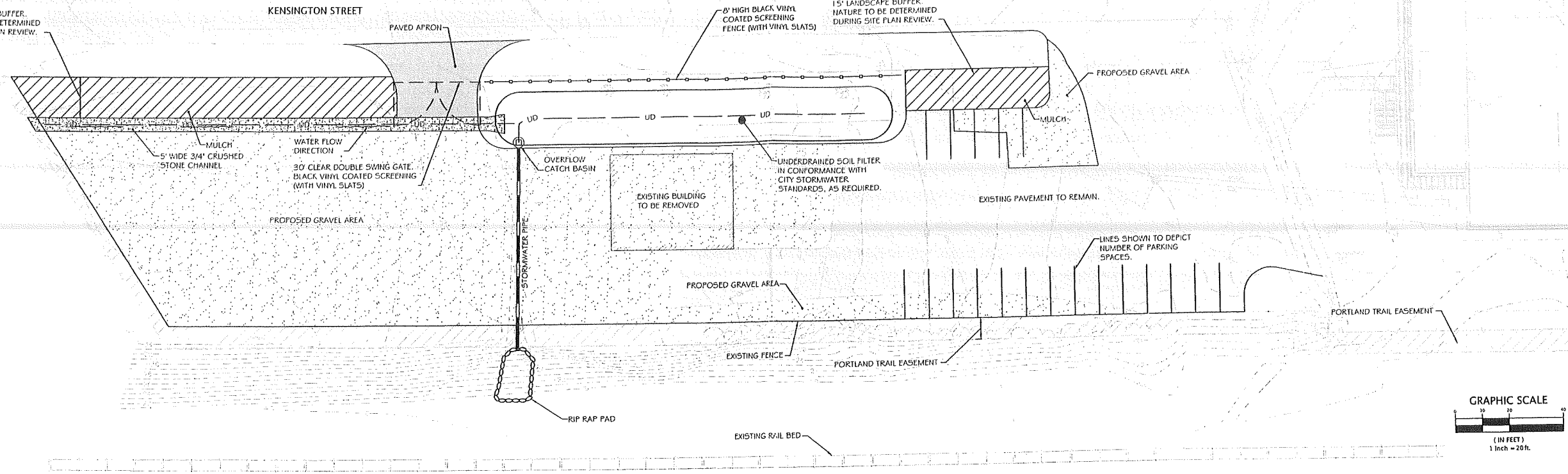
PRELIMINARY PLAN - NOT FOR CONSTRUCTION 06/15/09

LATEST REVISION (SEE SHEET 0002):  
DATE: JUNE 15, 2009  
DRAWN/CHECKED BY: DBM/JSB  
SCALE: AS SHOWN  
CONTOUR INTERVAL: 1'  
LCE PROJECT NO: 09112

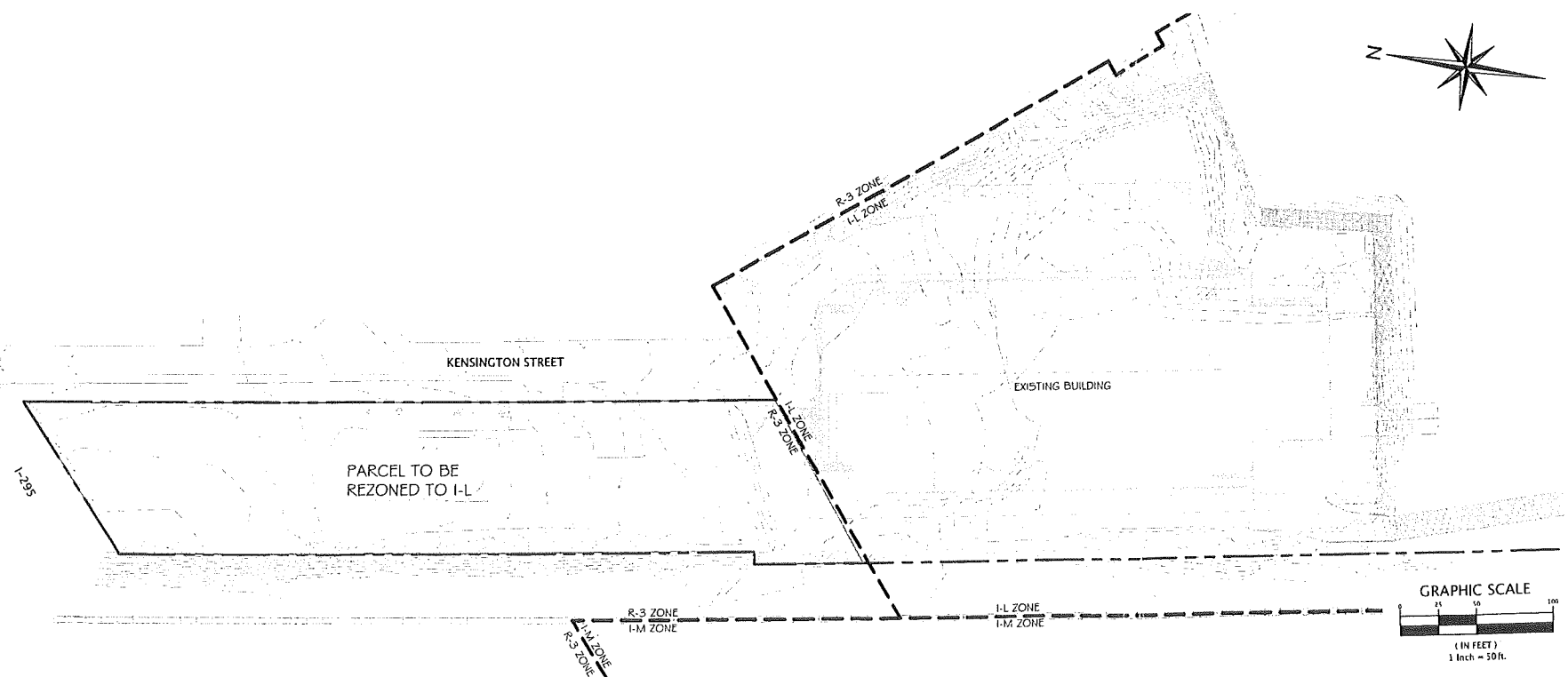
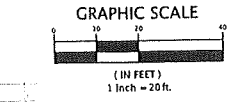
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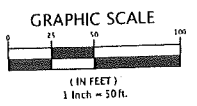
15' LANDSCAPE BUFFER.  
NATURE TO BE DETERMINED  
DURING SITE PLAN REVIEW.



REZONING PLAN  
1"=20'

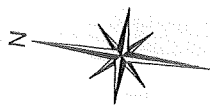


ZONING LIMITS PLAN  
1"=50'



LEGEND

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
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- EXISTING UNDERGROUND ELECTRICITY, TELEPHONE, CABLE
- EXISTING UNDERGROUND TELEPHONE, CABLE
- UNDERGROUND ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING SEWER MANHOLE
- EXISTING WATERVALVE
- PROPOSED GRAVEL
- EXISTING PAVEMENT TO REMAIN
- PROPOSED PAVEMENT



NO.	DATE	DESCRIPTION

**Blais** civil engineers  
780 BROADWAY, SO. PORTLAND, ME 04106 (207) 767-7300

REZONING PLAN & ZONING LIMITS PLAN  
**MAINE YACHT CENTER**  
100 KENSINGTON STREET  
PORTLAND, MAINE

LATEST REVISION (SEE SHEET #0001)  
DATE: JUNE 16, 2009  
DRAWN/CHECKED BY: DRH/SB  
SCALE: AS SHOWN  
CONTOUR INTERVAL: 1'  
LCE PROJECT NO. 09112

PRELIMINARY PLAN - NOT FOR CONSTRUCTION 06/16/09

C1