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JAN 27 2010

Dept. of Building Inspections  
City of Portland Maine

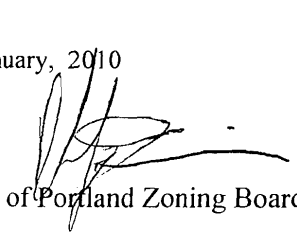
CITY OF PORTLAND

## CERTIFICATE OF VARIANCE APPROVAL

I, Philip Saucier, the duly appointed Chair of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the 7th day of January, 2010, the following variances were granted pursuant to the provisions of 30-A M.R.S.A. Section 4353(5) and the City of Portland's Code of Ordinances.

1. **Current Property Owner: Seaside Partners LLC**
2. **Property: 12 Mayo Street, Portland, ME CBL: 022-H-23**  
Cumberland County Registry of Deeds, Book: 24920 Page: 282  
Last recorded deed in chain of Title: 3/14/2007
3. **Variance and Conditions of Variance:**  
To grant relief from section 14-139(1)(a)(9) of the Land Use Zoning Ordinance in regards to the minimum required lot size to allow approximately 3,850 square feet instead of the minimum required 4,500 square feet.  
And to grant relief from section 14-332(w) of the Land Use Zoning Ordinance in regards to off-street parking, to allow no required off-street parking instead of the minimum of four off-street parking required.

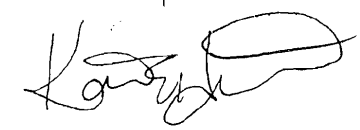
IN WITNESS WHEREOF, I have hereto set my hand and seal this 19<sup>th</sup> day of January, 2010

  
City of Portland Zoning Board,  
Philip Saucier (Printed or Typed Name)

STATE OF MAINE  
Cumberland, ss.

Then personally appeared the above-named Philip Saucier and acknowledged the above certificate to be his free act and deed in his capacity as Chairman of the Portland Board of Appeals, with his signature witnessed on January 19<sup>th</sup>, 2010

Received  
Recorded Register of Deeds  
Jan 26, 2010 03:01:24P  
Cumberland County  
Pamela E. Lovley

  
KATE E. HATCH  
Notary Public, Maine  
My Commission Expires August 2, 2012 (Printed or Typed Name)  
Notary Public

PURSUANT TO 30-A M.R.S.A. SECTION 4353(5), THIS CERTIFICATE MUST BE RECORDED BY THE PROPERTY OWNER IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN 90 DAYS FROM FINAL WRITTEN APPROVAL FOR THE VARIANCE TO BE VALID. FURTHERMORE, THIS VARIANCE IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 14-474 OF THE CITY OF PORTLAND'S CODE OF ORDINANCES.

# CITY OF PORTLAND, MAINE

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## ZONING BOARD OF APPEALS

Peter Coyne  
Philip Saucier-chair  
Sara Moppin  
Jill E. Hunter  
Gordan Smith-secretary  
Trish McAllister  
William Getz

January 20, 2010

Blainor McGough  
Mayo Street Arts  
26 Park Street  
Portland, ME 04101

RE: 10-12 Mayo Street  
CBL: 022 H023  
ZONE: R-6

Dear Ms. McGough:

As you know, at the January 7, 2010 meeting, the Zoning Board of Appeals voted 5-0 to approve your Conditional Use Appeal to have a community center that serves the arts. The Board also voted 5-0 to approve your Practical Difficulty Appeal to reduce the minimum amount of land required for the community center. Finally, the Board voted 5-0 to grant your Variance Appeal to waive the off street parking requirement for the community center.

I have enclosed a copy of the board's decision and the receipt for the final check for \$301.14.

I am also enclosing your Certificate of Variance Approval. **The original must be recorded in the Cumberland County Registry of Deeds within 30 days of January 19, 2010, when it was signed.** Failure to record the Certificate will result in it being voided. You must provide this office with a copy of the recorded certificate of Variance showing the recorded book and page.

Now that the conditional use has been approved, you need to submit a Change of Use application to the Building Inspections Division to change the use of the property to a community center. Enclosed is an application for your change of use. You have six months from the date of the hearing, January 7, 2010, referenced under section 14-474 (f), to apply for the change of use, or your Zoning Board approval will expire.

Appeals from decisions of the Board may be filed in Superior Court, pursuant to 30-A

M.R.S.A. section 2691 (2) (G).

Should you have any questions please feel free to contact me at 207-874-8709.

Yours truly,

Ann B. Machado  
Zoning Specialist

# CITY OF PORTLAND, MAINE

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## ZONING BOARD OF APPEALS

### ZONING BOARD APPEAL DECISION

**To:** City Clerk  
**From:** Marge Schmuckal, Zoning Administrator  
**Date:** January 8, 2010  
**RE:** Action taken by the Zoning Board of Appeals on January 7, 2010.

**Members Present:** Phil Saucier (chair), Gordon Smith (acting secretary), Peter Coyne, Trish McAllister, and Sara Moppin.

**Members Absent:** Jill Hunter and William Getz

#### **1. New Business:**

##### **A. Practical Difficulty Variance Appeal:**

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6 Residential Zone: s seeking to change the use of the property to a community center. The appellant is requesting a variance in the minimum required lot size from 4,500 square feet to 3,850 square feet [section 14-139(1)(a)(10)]. Representing the appeal is the lessee, Blainor McGough. **The Board voted 5-0 to grant the practical difficulty appeal.**

##### **B. Variance Appeal:**

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6 Residential Zone: The appellant is requesting that the off-street parking requirement under section 14-332(w) be waived. Section 14-332(w) requires one off-street parking space for each 1,000 square feet of floor area for a community center which primarily serves people from the neighborhood. The space in the community center is 3,750 square feet, so four off street parking spaces are required. Representing the appeal is the lessee, Blainor McGough. **The Board voted 5-0 to grant the variance appeal.**

##### **C. Conditional Use Appeal:**

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6 Residential Zone: The appellant is seeking a Conditional Use Appeal under section 14-137(c)(7) to have a community center which serves the arts. Representing the appeal is the lessee, Blainor McGough. **The Board voted 5-0 to grant the conditional use appeal.**

#### **Enclosure:**

Agenda of January 7, 2010  
Original Zoning Board Decision  
One dvd  
CC: Joseph Gray, City Manager  
Penny St. Louis Littell, Director, Planning & Urban Development  
Alex Jaegerman, Planning Division  
T.J. Martzial, Housing & Neighborhood Services Division

# **CITY OF PORTLAND, MAINE**

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## **ZONING BOARD OF APPEALS**

### **“Practical Difficulty” Variance Appeal**

#### **DECISION**

Date of public hearing: January 7, 2010

Name and address of applicant: Blainor McGough  
10 Mayo St.  
Portland, ME 04101

Location of property under appeal: 10 Mayo St.

#### **For the Record:**

Names and addresses of witnesses (proponents, opponents and others):

Blainor McGough - Applicant  
Carrol McCraehen

Exhibits admitted (e.g. renderings, reports, etc.):

Findings of Fact and Conclusions of Law:

The applicant is proposing to use a building located in the R-6 zone as a community center, which is a permitted use in the zone. The applicant is seeking a variance from section 14-139(1)(a)(9) of the City Code, which requires a minimum lot size of 4,500 square feet for such a use. The size of applicant's lot is 3,850 square feet.

The building, located at 10 Mayo St., was built as a church in 1894. It remained a church until October of 1969 when it became a school. In 1978 the building use was changed to a daycare. In 2000, the daycare kitchen was changed to a production kitchen. The building has been vacant for approximately two years.

"Practical Difficulty" Variance standard pursuant to Portland City Code §14-473(c)(3):

1. The application is for a variance from dimensional standards of the zoning ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Seeking variance of minimum lot size

2. Strict application of the provisions of the ordinance would create a practical difficulty, meaning it would both preclude a use of the property which is permitted in the zone in which it is located and also would result in significant economic injury to the applicant. "Significant economic injury" means the value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Lot is undersized for all uses in R-6 zone

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

Satisfied ✓ Not Satisfied     

Reason and supporting facts:

Parcel is unique in that it is historic church that has been vacant & therefore lost grand featured status

4. The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties.

Satisfied ✓ Not Satisfied     

Reason and supporting facts:

Neighbors wrote letters supporting proposed use; Building is currently vacant and attracting potential vandalism / loitering.

5. The practical difficulty is not the result of action taken by the applicant or a prior owner.

Satisfied ✓ Not Satisfied     

Reason and supporting facts:

Lot was sized prior to adoption of zoning ordinance

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

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

~~the~~ Surrounding / ~~Abutting~~ properties are undivided & not available for purchase; no other available uses are undivided to

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

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Proposed use (arts center) will not result in environmental impact

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

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Per Zoning Administrator

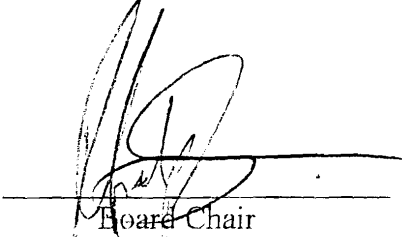
**Conclusion:** (check one)

☒ Option 1: The Board finds that the standards described above (1 through 8) have been satisfied and therefore GRANTS the application.

☐ Option 2: The Board finds that while the standards described above (1 through 8) have been satisfied, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

☐ Option 3: The Board finds that the standards described above (1 through 8) have NOT all been satisfied and therefore DENIES the application.

Dated: 1. 7. 10

  
\_\_\_\_\_  
Board Chair

*... present: Philip Sancier - Sarah Mappin - Trish McAllister  
Gordon Smith - Peter*

**CITY OF PORTLAND, MAINE**

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**ZONING BOARD OF APPEALS**

*Coyne*

**APPEAL AGENDA**

The Board of Appeals will hold a public hearing on Thursday, January 7, 2010 at 6:30 p.m. on the second floor in room 209 at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following Appeals:

*called to order 6:37 pm*

**1. New Business:**

**A. Practical Difficulty Variance Appeal:**

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6

Residential Zone: The appellant is seeking to change the use of the property to a community center. The appellant is requesting a variance in the minimum required lot size from 4,500 square feet to 3,850 square feet [section 14-139(1)(a)(10)]. Representing the appeal is the lessee, Blainor McGough.

*5-0  
Granted*

**B. Variance Appeal:**

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6

Residential Zone: The appellant is requesting that the off-street parking requirement under section 14-332(w) be waived. Section 14-332(w) requires one off-street parking space for each 1,000 square feet of floor area for a community center which primarily serves people from the neighborhood. The space in the community center is 3,750 square feet, so four off street parking spaces are required. Representing the appeal is the lessee, Blainor McGough.

*5-0  
Granted*

**C. Conditional Use Appeal:**

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6

Residential Zone: The appellant is seeking a Conditional Use Appeal under section 14-137(c)(7) to have a community center which serves the arts. Representing the appeal is the lessee, Blainor McGough.

*5-0  
Granted*

**2. Adjournment:**

*7:25*



Planning and Development Department  
Zoning Board of Appeals  
Practical Difficulty Variance Application

Applicant Information:

Blainor McLaugh  
Name  
Mayo Street Arts  
Business Name  
10 Mayo St  
Address  
Ptld ME 04101  
207) 615-3609  
Telephone Fax

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

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

Current Zoning Designation: R-6

Existing Use of Property:

Building has been vacant  
for two years. Previous uses  
were daycare, soup kitchen,  
girls theater, school.

Subject Property Information:

10-12 Mayo St Ptld ME 04101  
Property Address  
22-H-23  
Assessor's Reference (Chart-Block-Lot)  
Property Owner (if different):  
R. Quimby / Seaside Properties  
Name  
Box 3494  
Address  
Ptld ME 04102  
207) 272-5990 207) 221-1271  
Telephone Fax

Practical Difficulty Variance from Section 14 - 139<sup>(1)</sup>(a)10.

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DEC 23 2009

Dept. of Building Inspections  
City of Portland Maine

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

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

Blainor McLaugh

Signature of Applicant

12/21/09

Date

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

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

The building was built in 1894 before the ordinance existed.

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

The variance will improve the abutting properties because the building will be occupied and well-cared for.

3. The Practical Difficulty is not the result of action taken by the applicant or a prior owner:

The building and lot were created before the ordinance was established.

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

There is no way of making the lot bigger.

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

It will not effect the natural environment in any way.

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

Conditional use for Community Center is permitted; the dimensions of the lot were established before the ordinance.

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

The dimensions of the property cannot be changed - any use of the property besides a dwelling will require a variance.

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

No.

The following words have the meanings set forth below:

- a.) Dimensional Standards: Those provisions of this article which relate to lot area, lot coverage, frontage and setback requirements.
- b.) Practical difficulty: A case where strict application of the dimensional standards of the ordinance to the property for which a variance is sought would both preclude a use of the property which is permitted in the zone in which it is located and also would result in significant economic injury to the applicant.
- c.) Significant Economic Injury: The value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

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

Ms. Blainor McGough  
26 Park Street  
Portland Maine 04101  
blainor@hotmail.com  
207.615.3609

Zoning Board of Appeals  
Portland City Hall  
389 Congress Street  
Room 315  
Portland, Maine 04101

December 21<sup>st</sup>, 2009

Dear Zoning Board of Appeals:

This is a request for a practical difficulty variance for a non-profit community center to be located at 10 Mayo Street in Portland. Mayo Street Arts filed articles of incorporation as a non-profit December 8th, 2009 and will be applying to the IRS for 501(c)(3) tax exempt status.

Though the ordinance requires the size of a community center lot to be a minimum of 4500 square feet, the total size of the lot at 10 Mayo Street is 3,850 square feet.

The building was built in 1894 before the ordinance existed, and there is no way of increasing the size of the property. The building has been vacant for the past two years.

Since the building has been vacant, there has been a problem with graffiti and broken bottles left around the property. The variance will improve the quality of the abutting properties and neighborhood because the building will be occupied and well cared for.

Because of the zoning ordinance in place, any use of the building other than a dwelling would require the practical difficulty variance. We feel a community center is an excellent use for this building and will be an overall improvement to the neighborhood and greater community.

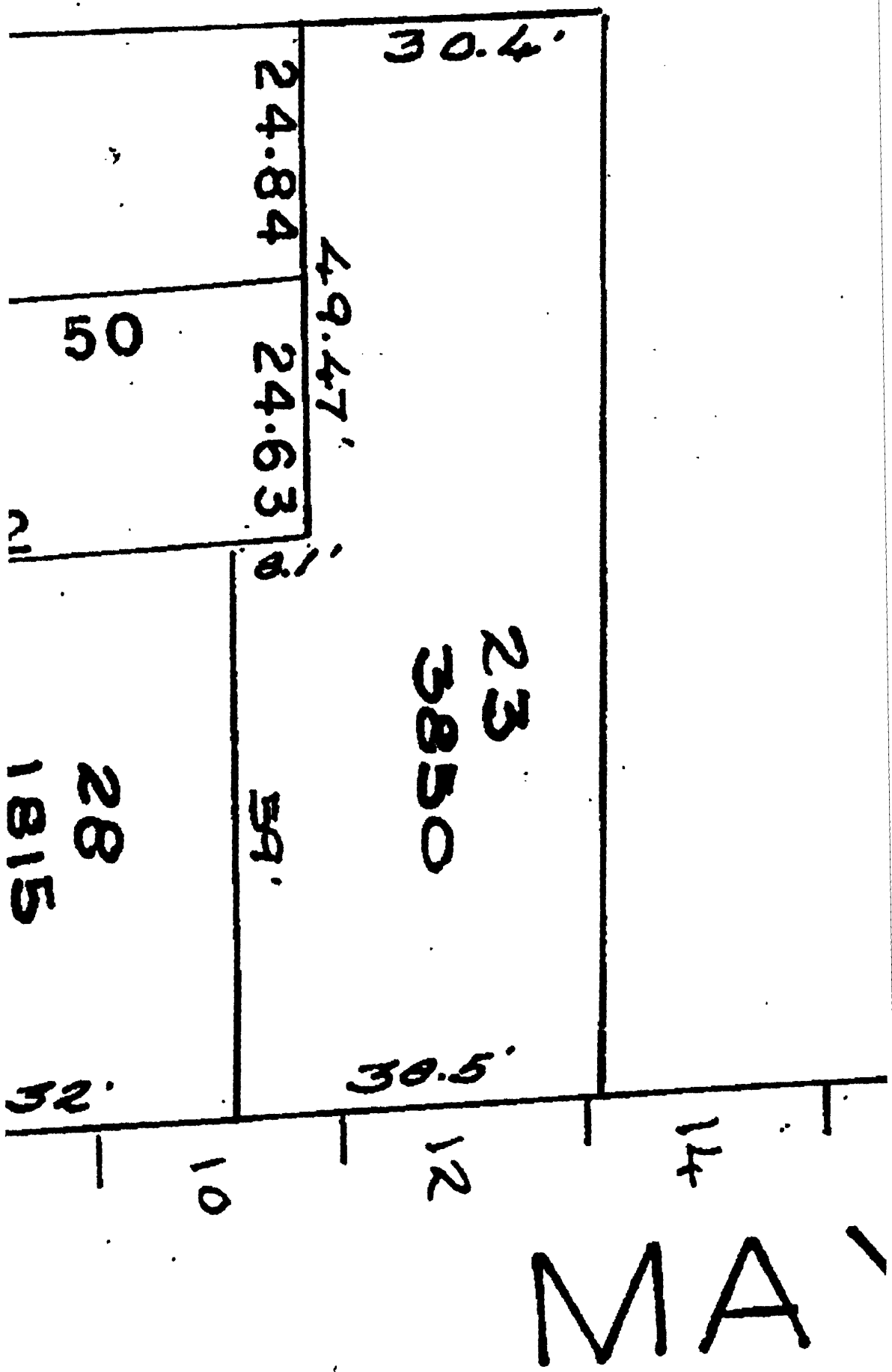
Sincerely,

Blainor McGough  
Executive Director  
Mayo Street Arts

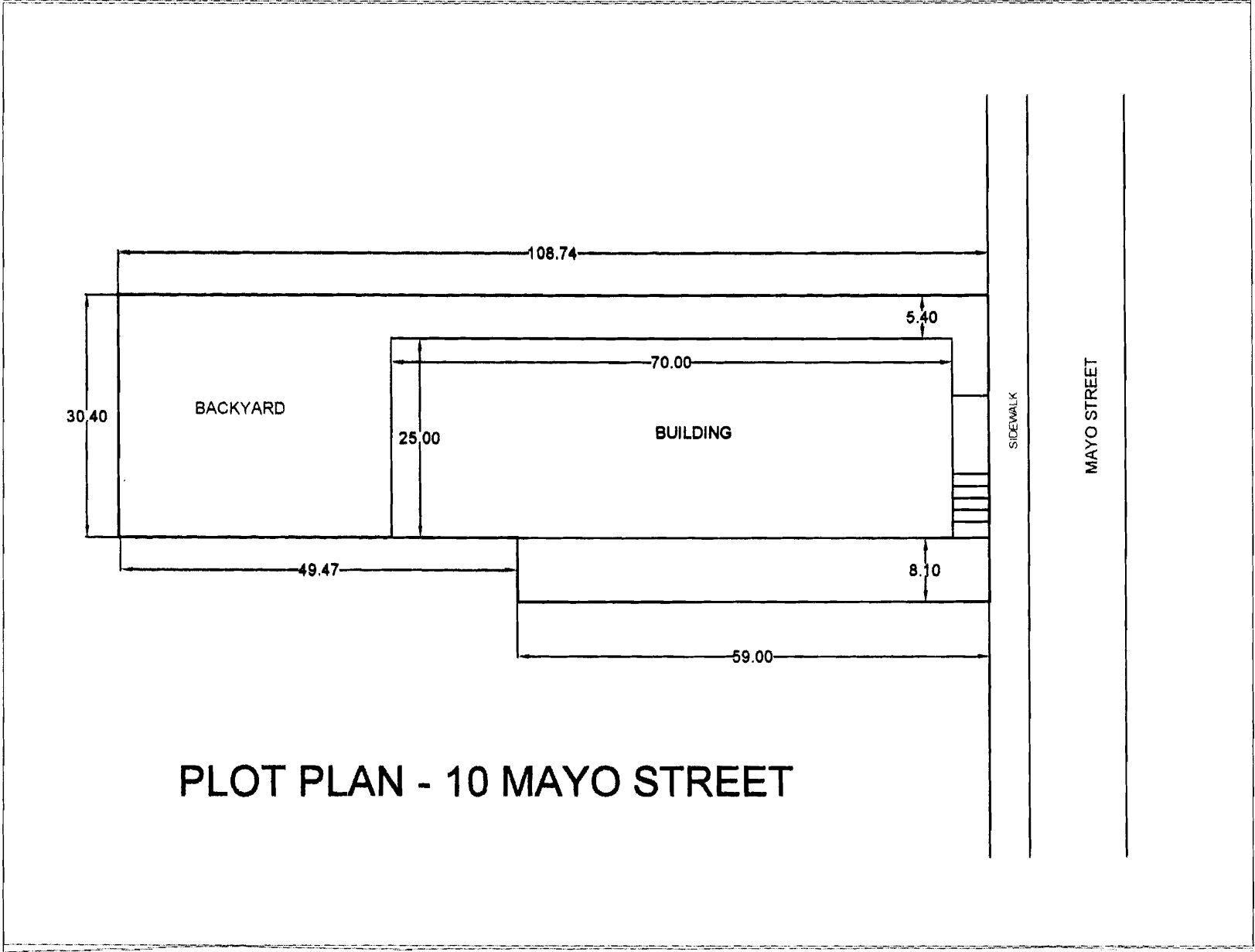
26 Park Street  
Portland Maine  
04101

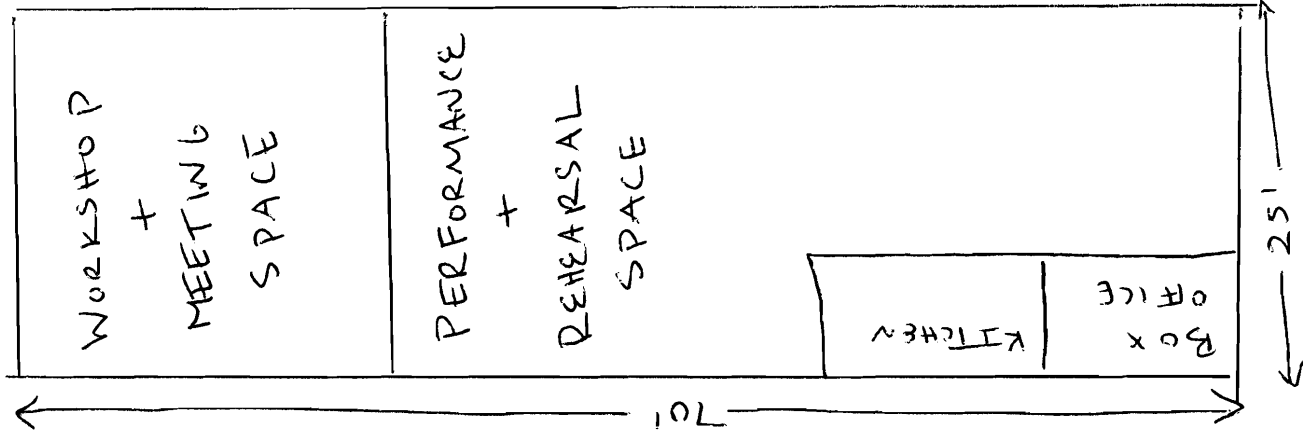
207-615-3609

[blainor@hotmail.com](mailto:blainor@hotmail.com)



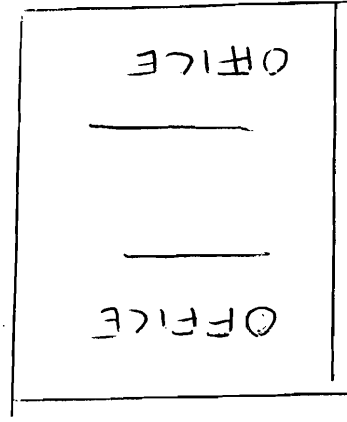
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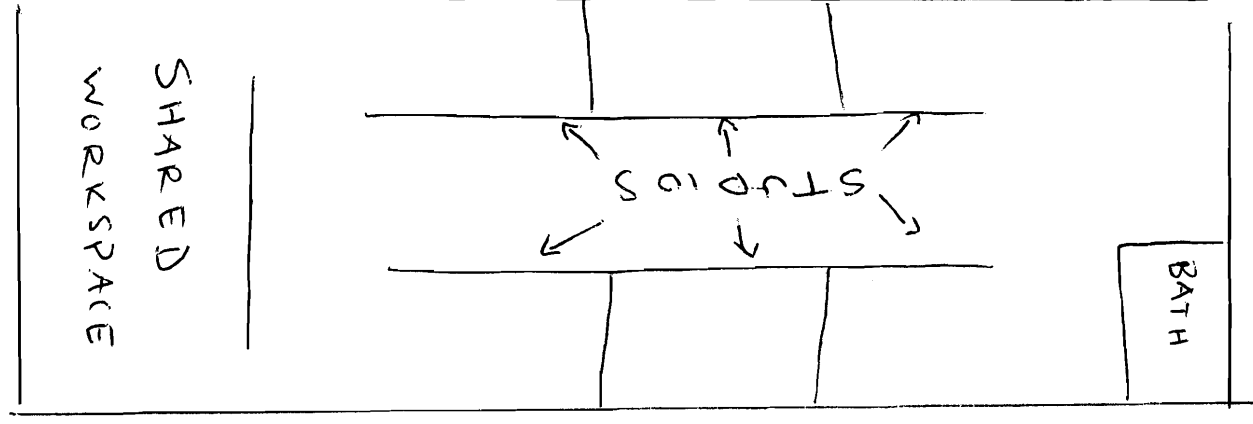


MAIN HALL

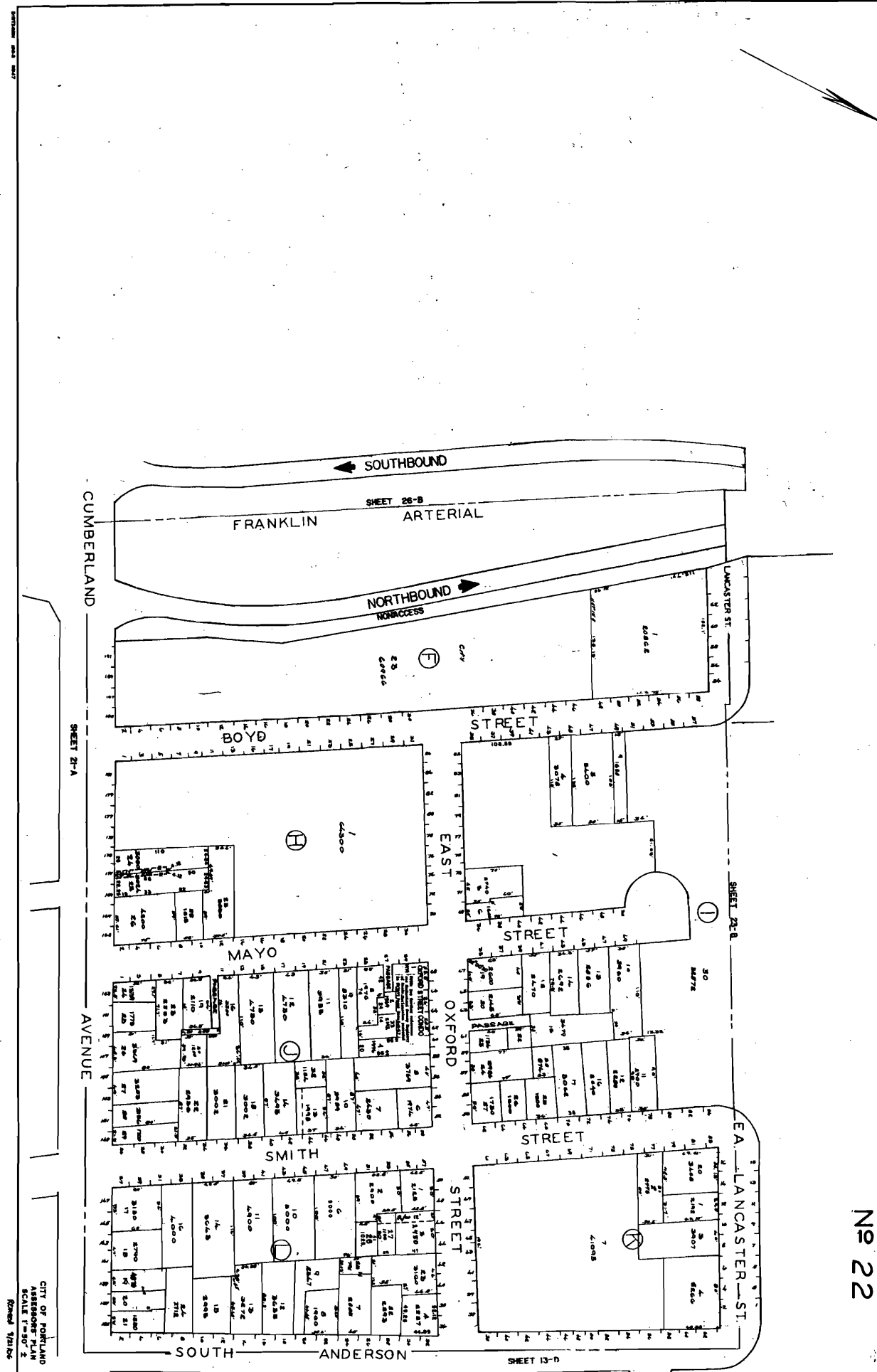
FLOOR PLAN

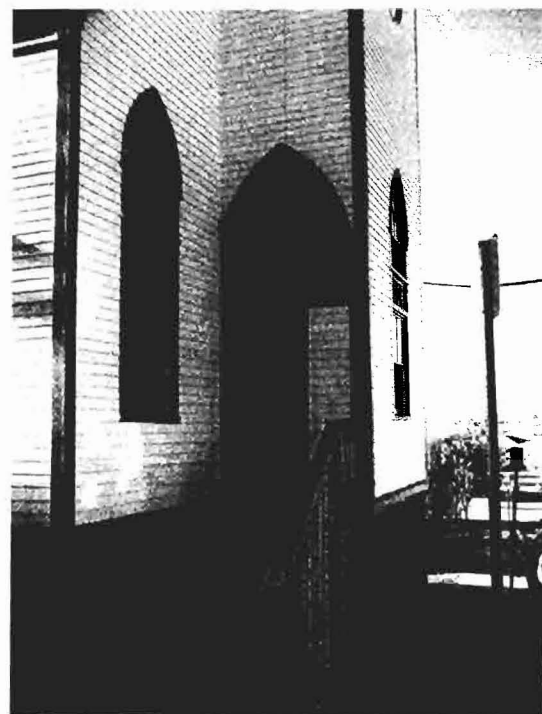


BALCONY



BASEMENT





## LEASE

This lease is made as of this 1st day of February 2010 by and between **Seaside Partners, LLC** ("**Seaside or Landlord**"), a North Carolina limited liability company with an address of Box 3494, Portland, Maine, as Landlord, and **Blainor McGough**), with a principal place of business at 10 Mayo Street, Portland, ME, 04101 and mailing address ~~26 Park St~~ Portland, Maine 04102 as Tenant.

### WITNESSETH:

1. **LEASE:** Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord a space identified as Main Floor and Upper Floor, and the lower level floor of the building located at 10 Mayo Street, Portland, Maine (the "Premises").
2. **TERM:** The term hereof shall be 12 months beginning February 1, 2010 and ending Jan 31, 2011. So as long as the Tenant is not in default of this lease at the expiration of the term, hereof, and with the approval of the Landlord, Tenant shall have the option to renew for an additional one year term or hold over on a month to month basis at rental rates and other terms as agreed to with the Landlord at least thirty days prior to the expiration of the term of the lease. A 10% annual increase will automatically go into effect upon renewal.
3. **RENT:** The base rent shall be as follows:  
\$965.00 per month February 1, 2010-Jan 31, 2011 ~~Feb 1, 2011~~  
  
Tenant agrees to pay the monthly rent to Landlord or to such other persons as Landlord may direct and at such place as Landlord by notice in writing to Tenant from time to time may direct. Rent is due in advance on the 1<sup>st</sup> of the month. Rent received more than 10 days late shall be subject to a 5% late charge.
4. **UTILITIES:** Tenant shall pay for heat and electricity, water and sewer, telephone, data transmission & garbage removal, yard maintenance and snow removal.
5. **TAXES:** Landlord shall be responsible for payment of any real property taxes. Landlord shall not be responsible for any and all personal property taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

6. **QUIET ENJOYMENT:** The Tenant upon payment of the rent herein reserved, and upon performance of all the terms of this Lease, shall at all times during the Lease term and any extension thereof peacefully and quietly enjoy the leased property without unreasonable disturbance from the Landlord. Tenant acknowledges and agrees that Landlord, during the term of this Lease, may begin work on the exterior of the building, including but not limited to foundation repairs, roof repairs, and painting; provided, however, that safe access will be provided to the building.

7. **MAINTENANCE:**

A. The tenant shall keep the leased Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted. Tenant shall not do anything to cause the leased Premises or the activities therein to violate any municipal, county, state, or federal law, ordinance, or requirement, and shall promptly act upon any direction of any officer of competent authority. The Tenant shall permit no waste with regard to the Premises. **Tenant shall make no permanent improvements to the Premises without the prior written approval of the Landlord;** such approval shall not be unreasonable withheld. Any such permanent improvements will become the property of Landlord upon termination of this Lease for any reason. No work which Landlord permits Tenant to do pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises and shall prevent the filing of any mechanical liens against the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises or any portion thereof by reason of work, labor, services or material performed or furnished, or alleged to be performed or furnished, to Tenant or to anyone holding the leased Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged or bonded after being notified of the filing thereof; and, in addition to any other right or remedy the Landlord may have, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, together with interest thereon at one and one-half percent (1 1/2%) per month or any portion thereof, shall be due and payable by Tenant to Landlord as additional rent, provided, however, Tenant will be responsible for Landlord's aforesaid cost in discharging said lien only if Tenant has failed to bond off the same after Landlord's written demand that Tenant do so.

B. The Landlord shall keep the mechanical systems, and structural portions of the building of which the Premises are a part, which shall be defined to include exterior walls, foundation, floors, roof, and exterior glass, in good order and repair, and in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease provided, however, that any such maintenance made necessary by fault or neglect of Tenant

or the employees or visitors of Tenant shall be at the expense of the Tenant and Tenant shall pay all costs therefor.

C. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Articles 9 and 10 hereof and except in instances in which Landlord's work (as described in this paragraph) renders the Premises unusable for Tenant's use, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any such repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect. Tenant acknowledges and agrees that Landlord, during the term of this Lease, may begin work on the exterior of the building, including but not limited to foundation repairs, roof repairs, and painting; provided, however, that safe access will be provided to the building.

8. **INSURANCE:** Tenant agrees to and does hereby indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy of use by Tenant of the Premises and Building or any part thereof or any other part of the property, occasioned wholly or in part by any act or omission of Tenant, its officers, visitors, agents, contractors or employees. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons other than Landlord occupying space adjoining the leased Premises or any part of the Building, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leakage of electrical cable wires, water, gas, sewer, or steam pipes, or the leaking of the roof or exterior walls of the Building, or the seepage or flooding of ground or storm water into the Building. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Building as Tenant is given the right to use, at Tenant's own risk.

Tenant shall not discharge, dump, locate or store toxic or hazardous substances, materials or waste, in, on or about the Premises, nor will Tenant suffer or permit toxic or hazardous substances, materials or wastes to be discharged, dumped, located or stored in, on or about the Premises except for those used in the ordinary course of Tenant's business and then only in accordance with all applicable laws, regulations and ordinances. To the extent that such substances, materials or wastes, or any by-products thereof, are currently located upon the Premises in any state or quantities that constitute, or may constitute a violation of, or require reporting or other remedial action under any law, ordinance or regulation, or might pose a threat to health or the environment, Tenant agrees to remove the same and to take any action

required by Landlord or by any governmental entity or any statute, ordinance or regulation with respect to the investigation, abatement, cleanup or mitigation of any toxic or hazardous substances, materials or wastes on the Premises, and Landlord, at its option, upon Tenant's failure to take such action upon demand of Landlord or governmental agency, may retain such experts and consultants at the expense of Tenant and may take such action with respect to investigation, abatement, cleanup or mitigation of any toxic or hazardous substances, wastes or materials in, on or about the Premises, as Landlord deems reasonably advisable. Any cost incurred by Landlord with respect to the investigation, abatement, cleanup or mitigation of any toxic or hazardous substances, materials or wastes in, on or about the Premises may at Landlord's option be charged to Tenant's security deposit and, if the security deposit is insufficient, shall be repaid to Landlord within thirty (30) days after written demand therefor, along with replacement of said security deposit as provided for in this Lease and Tenant's continuing breach hereof or failure to pay said costs or restore said security deposit shall be grounds for Landlord to terminate this lease. Tenant shall defend, indemnify and hold harmless Landlord in all respects in regard to its obligations hereunder.

At all times after the execution of this Lease, Tenant will take out and keep in force, at its expense:

- a. public liability insurance, naming Landlord as an additional insured, including insurance against assumed or contractual liability, with respect to the Premises, to afford protection to the limit, for each occurrence, of not less than One Million Dollars (\$1,000,000.00) with respect to personal injury or death. Said insurance shall provide for coverage of other tenants in the Landlord's Building who might be harmed or injured, or suffer property damage, as a result of any activities caused by or occurring on Tenant's Premises. The insurance policy shall protect and hold harmless Landlord from any and all claims of other tenants in the Building who are harmed as described above.
- b. all-risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Premises by Tenant.

Upon request at each annual anniversary of this Lease, and at any other time reasonably requested by Landlord, Tenant shall provide certificates of insurance evidencing Tenant's compliance with the above provisions.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to

Landlord. Landlord agrees to carry throughout the term of this Lease public liability insurance, including contractual liability insurance, on the common areas of the Premises with a minimum combined coverage for bodily injury and property damage of One Million Dollars (\$1,000,000.00). Landlord also agrees to carry fire and extended coverage casualty insurance on the premises during the entire term of this lease, written by some reliable insurance company or companies authorized to do business in Maine.

9. **DAMAGE OR DESTRUCTION:** In case the Premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that in case the Premises shall be so badly damaged by fire or any other casualty that the Landlord shall not desire to rebuild, this Lease shall terminate at the Landlord's option, within 60 days of date of casualty, and rent shall be apportioned to the time of such termination. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including without limitation inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by Tenant, all of which damage shall be repaired and replaced by Tenant promptly, unless this Lease is terminated. Notwithstanding the foregoing, if the Premises are not restored completely by Landlord within sixty (60) days, Tenant may terminate the Lease upon giving written notice to Landlord, whereupon this lease shall thereupon be deemed to have terminated.
10. **CONDEMNATION:** In case the Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord except as to any portion awarded for the property of the Tenant other than the Premises themselves. In the event that thirty percent (30%) or more of the leased Premises itself is taken, either Landlord or Tenant shall have the right to terminate this Lease upon the giving of notice in writing thirty (30) days in advance of the proposed termination date. In the event this Lease shall not be terminated as provided herein, rent shall abate proportionately as to the part so taken.
11. **ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign, mortgage or encumber this Lease nor sublet nor permit the Premises or any part thereof to be used by others without the prior written consent of the Landlord in each instance, such consent not to be unreasonably withheld. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this lease, and in the case of an assignment, the assignee shall agree in writing with Landlord to be bound by and assume all the obligations of the Tenant under this lease.
12. **USE:** Tenant shall not use or occupy or permit the leased Premises to be used or occupied, nor do or permit anything to be done in or on the leased property, in a manner which will in any way violate any present or future laws or regulations of any governmental authority.

- 13     **SUBORDINATION**: This Lease shall automatically be subordinate to any mortgage deed, and/or other security indenture hereafter placed upon the Premises, and to any renewal, refinancing, modification, replacement or extension of such mortgage or security indenture or new security indenture, provided that the holder thereof agrees that so long as Tenant shall not be in default under this Lease, Tenant will not be disturbed from its peaceful, quiet enjoyment of the Premises. Tenant agrees to execute and deliver to landlord any instrument evidencing such subordination at any time and from time to time upon ten (10) days notice from Landlord.
14.     **DEFAULT**: This Lease is made on the condition that if the Tenant shall fail to pay any rent provided hereunder, or shall fail to pay any other monetary obligation to Landlord as provided hereunder, within ten (10) days of its due date, or fail to perform any other obligation hereunder and such other failure shall continue for fifteen (15) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of this Lease as hereinabove provided, then and in any of said cases, notwithstanding any license of any former breach of covenants or waiver of consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate the Lease by notice in writing forthwith or on a date stated in said notice; (b) with or without process of law, enter into and upon leased Premises or any part thereof and repossess the same as of the Landlord's former estate; and (c) expel the Tenant and those claiming through or under the Tenant and remove its effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord all amounts then owing by Tenant to Landlord, and, in addition thereto, will during the remainder of the then-current term pay to Landlord on the first day of each calendar month the difference, if any, between the Base Rent, adjustments and percentage rent, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of such amounts being received by Landlord from occupants of the leased Premises, if any. Landlord shall make reasonable effort to secure a rent equal to the then-prevailing local rate for the Premises concerned. In addition, Tenant agrees to pay to landlord, as damages for any above-described breach, all cost of reletting the Premises including real estate commissions, costs of renovating the Premises to suit a new tenant, and costs of moving and storing Tenant's personalty and trade fixtures.

Tenant further agrees to pay and indemnify the Landlord against all legal costs and charges

including counsel fees reasonably incurred, in obtaining possession of the leased Premises after a default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the Lease or of enforcing any covenant or obligation of the Tenant herein contained.

All amounts due from Tenant to Landlord and not paid in a timely manner shall bear interest at the rate of one and one-half percent (1 1/2%) per month or any portion thereof.

15. **DEFAULT BY LANDLORD/SELF-HELP:** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to actual damages, Tenant hereby waiving all special, consequential and punitive damages.

In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a court of competent jurisdiction has so ruled. The acceptance of a check by Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

16. **ACCESS:** The Landlord and its officers, agents, or employees may enter the leased Premises at any reasonable time for the purpose of inspecting the property, showing it to prospective tenants, performing any work which the Landlord elects to undertake, or such other purposes as Landlord shall determine, provided same does not unreasonably interfere with the quiet enjoyment of Tenant.
17. **NOTICES:** Any notice or communication relating to this Lease shall be deemed duly given if in writing and either sent by certified or registered mail, return receipt required, postage prepaid or hand delivered to Landlord's office or Tenant's office.
18. **SIGNS:** Tenant shall not place or suffer to be placed or maintained on the exterior of the leased Premises or of the Building any sign, advertising matter or other thing of any kind, and will not place or maintain any decorations, letters or advertising matter on same or on the glass of any window or door of the leased Premises except in conformance with the design and signage ordinances of the City of Portland and with the prior written consent of the Landlord.

19. **BROKERS:** Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease.
20. **PARKING:** N/A
21. **SMOKING:** Tenant shall not permit its employees to smoke in the building. Those who smoke outside the building shall do so at least 50 feet away from the Premises and will properly dispose of any smoking materials.
22. **MISCELLANEOUS PROVISIONS:**
- a. Subject to the foregoing, the covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, expressed or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
  - b. If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective legal representatives, heirs, personal representatives, successors, and assigns.
  - c. Landlord and Tenant agree that this Lease shall not be recordable
  - d. If any provisions of this Lease or its application to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Lease shall be considered valid and enforceable, and effect shall be given to the intent manifested by the portion held invalid or unenforceable.
  - e. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of the rent.
  - f. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their

respective successors in interest. This Lease shall not be effective or binding upon any party until fully executed by both parties.

g. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof.

h. This Lease shall be governed by the laws of the State of Maine.

i. This Lease is subject in all respects to the terms and conditions of the Declaration, as the same may be amended, modified, superseded or replaced from time to time, and any rules and regulations promulgated thereunder, and such terms and conditions are incorporated herein by reference.

j. **Authority of Tenant:** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the By-laws of said corporation, and that this Lease is binding upon said corporation.

k. Each party hereto, on behalf of itself and any party claiming under it, whether by subrogation or otherwise, releases and waives any claim or right of recovery against the other party hereto for any loss to the extent such loss is covered by said party's insurance and each party shall, where reasonably possible, procure an endorsement to all insurance policies whereby its insurer recognizes that the parties hereto have waived such rights of recovery.

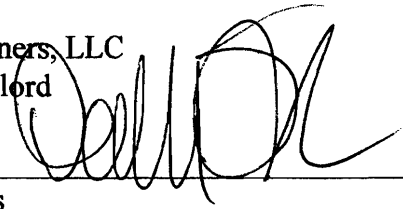
l. **Security Deposit:** \$1200 shall be paid to the Landlord upon execution of this Lease to be held as security for the full, faithful and punctual performance by Tenant of all lawful covenants and conditions of this lease, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit. Upon termination of this lease the security deposit may at Landlord's discretion be used to pay for repair of any damage to the premises, and/or to pay any unpaid rent due Landlord from Tenant with the balance of the security deposit, if any, returned to Tenant.

m. **Right of First Refusal:** In the event that Lessor wishes to sell the premises during the term of this Lease, Lessor shall first offer the premises to Lessee by written notice containing the proposed terms of sale. Lessee shall either accept or reject those terms within 20 days of

notice. If accepted, an additional 30 days shall be permitted for closing; if not accepted, this right of first refusal shall terminate. This right of first refusal shall terminate upon breach of this lease by Tenant.

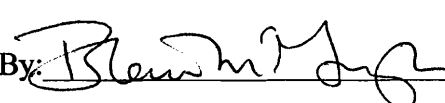
Seaside Partners, LLC  
Landlord

By: \_\_\_\_\_  
its

  
Date 12/21/09

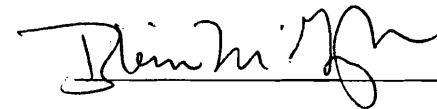
Tenant

By: \_\_\_\_\_

  
Date 12/21/09

### GUARANTY

The undersigned hereby personally guarantees the full and faithful performance of all of Tenant's obligations under this lease, including, without limitation the payment of rent.

  
\_\_\_\_\_

Zoning Board of Appeals  
Portland City Hall  
389 Congress Street  
Room 315  
Portland, Maine 04101

December 21<sup>st</sup>, 2009

Dear Zoning Board of Appeals:

This letter gives permission for Blainor McGough to represent the property at 10 Mayo Street in Portland to request a conditional use permit for a non-profit community center.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Smith Bruce', written in a cursive style.

Danielle Smith Bruce  
Director of Sales and Property Management  
Seaside Properties  
Portland, Maine

207-272-5990

[danielle.seasidepartners@gmail.com](mailto:danielle.seasidepartners@gmail.com)

**LETTERS OF SUPPORT**  
**FOR**  
**MAYO STREET ARTS**



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EBNO 65 East Oxford Street Portland, ME 04101 [www.eastbayside.org](http://www.eastbayside.org) 207.408.2431

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Zoning Board of Appeals  
Portland City Hall  
389 Congress Street  
Room 315  
Portland, Maine 04101

December 16, 2009

Dear Zoning Board of Appeals,

The East Bayside Neighborhood Organization is pleased to support Mayo Street Arts' application for a conditional use permit to use St. Ansgar's Church at 10 Mayo Street as a non-profit community center. At our most recent neighborhood meeting we reviewed the Mayo Street Arts proposal and there was unanimous approval of the concept as well as much excitement around the idea of having this fine building available once again for community use.

As I'm sure you know, St. Ansgar's has been a very important structure in our neighborhood. When it was leased by "A Company of Girls" it provided not only a wonderful arts venue for the community, but also a safe haven and a tremendous learning opportunity for young women. During that time it was also used by many local organizations and programs as a home base. Cultivating Community held dinners and forums there while also using it for food distribution. It was home to before and after school care programs, monthly storytelling nights, poetry readings and slams, free yoga classes for the community, plays, musical performances, and even a homeschool Odyssey of the Mind team. EBNO itself was born at St. Ansgar's in early 2007, holding its first meetings and drafting its Articles of Incorporation there.

Unfortunately, in May of 2007, the building was purchased by Roxanne Quimby and removed from community use shortly thereafter. This was a great loss for our neighborhood. Since then East Bayside has lacked for adequate meeting space for local organizations as well as performing and programming space for local artists and arts groups.

The proposal by Mayo Street Arts to lease St. Ansgar's and use it to house artist studios, an art gallery, performance and community space is magnificent news for our neighborhood. Not only will this bring more arts and artists back to East Bayside, but it will provide a space that can be used for numerous community purposes. Additionally, it will place tenants in a building that has sat vacant for two and half years, which is never a good idea. Thankfully, due to its former standing in the neighborhood, the building has suffered little vandalism while it has been untended. Recently, however, it was tagged with some minor graffiti – an incident that is likely to repeat itself if the building continues to sit unoccupied for an indefinite amount of time.

For all of these reasons, we strongly urge you to grant Mayo Street Arts the conditional use permit it seeks and allow St. Ansgar's to be returned to community use. It will be an enormous asset to the arts community, the neighborhood, and the city.

Sincerely,

Belinda Ray, Community Organizer  
East Bayside Neighborhood Organization  
belinda@eastbayside.org  
207.408.2431

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*EBNO was incorporated in June of 2007 to serve the neighborhood of East Bayside, one of the most diverse neighborhoods in Maine. East Bayside is bounded on the west by Franklin Arterial, the east by Washington Avenue, the north by Marginal Way, and the south by Congress Street.*

December 18, 2009

To Whom It May Concern:

I am writing my complete support for the Conversion of 10 Mayo Street to artist studios and a performance venue. After talking to Blainor McGough, who will be running 10 Mayo St, and Mat Newhall, who is the General Contractor for the building, I have been completely impressed as to the scope of the work being done on the building and the plans for the space.

I am excited for East Bayside to benefit from what can be done with such a gift. Truly as the city knows there is a huge lack of affordable art studios. The amazing explosion of people participating in The First Friday Art Walk, shows the impact of artist in Portland. To also combine this with a first class performance venue would be an incredible benefit to East Bayside.

This project could only be possible with the financial backing of Roxanne Quimby. I have talked to Mat Newhall extensively about the scope of the work to be done to repair 10 Mayo St. The funding for this project to repair damage done to this building due to lack of upkeep from the past owners could only be provided by someone like Roxanne; the city is lucky to have received this gift.

Sincerely

Christopher Wright

8 Mayo St.

December 17, 2009

Dear Zoning Board of Appeals:

I am writing in support of Blainor McGough's application for a non-profit community center to be located at 10 Mayo Street in Portland. I am a dance performer and instructor interested in using the space for classes, rehearsals, and performances. The space appeals for many reasons, chief among them being the lack of quality rehearsal and performance space in Portland, especially on the East End.

I used to teach dance classes through World Arts, a for-profit dance studio and culture center located on West Commercial St. However, that studio is closing. In my search for a new space, I've discovered a distinct lack of affordably-priced spaces that have clean, safe flooring for barefoot dance, and have timeslots available for rehearsals or classes.

Additionally, as a Munjoy Hill resident, I am elated that this community center is being developed on the East End. There are currently no dance studios located in East Bayside or Munjoy Hill. I'm excited by the prospect of using the historic St. Ansgar's church to revitalize the neighborhood with visual and performing arts.

Thank you for your time. If you have any questions, I can be reached at (207) 239-2728.

Sincerely,

Jan Hanseth

14 Munjoy St. #3  
Portland, ME 04101  
(207) 239-2728  
jan@janhanseth.com



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

*Penny St. Louis Littell - Director of Planning and Urban Development  
Marge Schmuckal, Zoning Administrator*

TO: CHAIR AND ZONING BOARD OF APPEALS

FROM: ANN MACHADO, ZONING SPECIALIST *JBM*

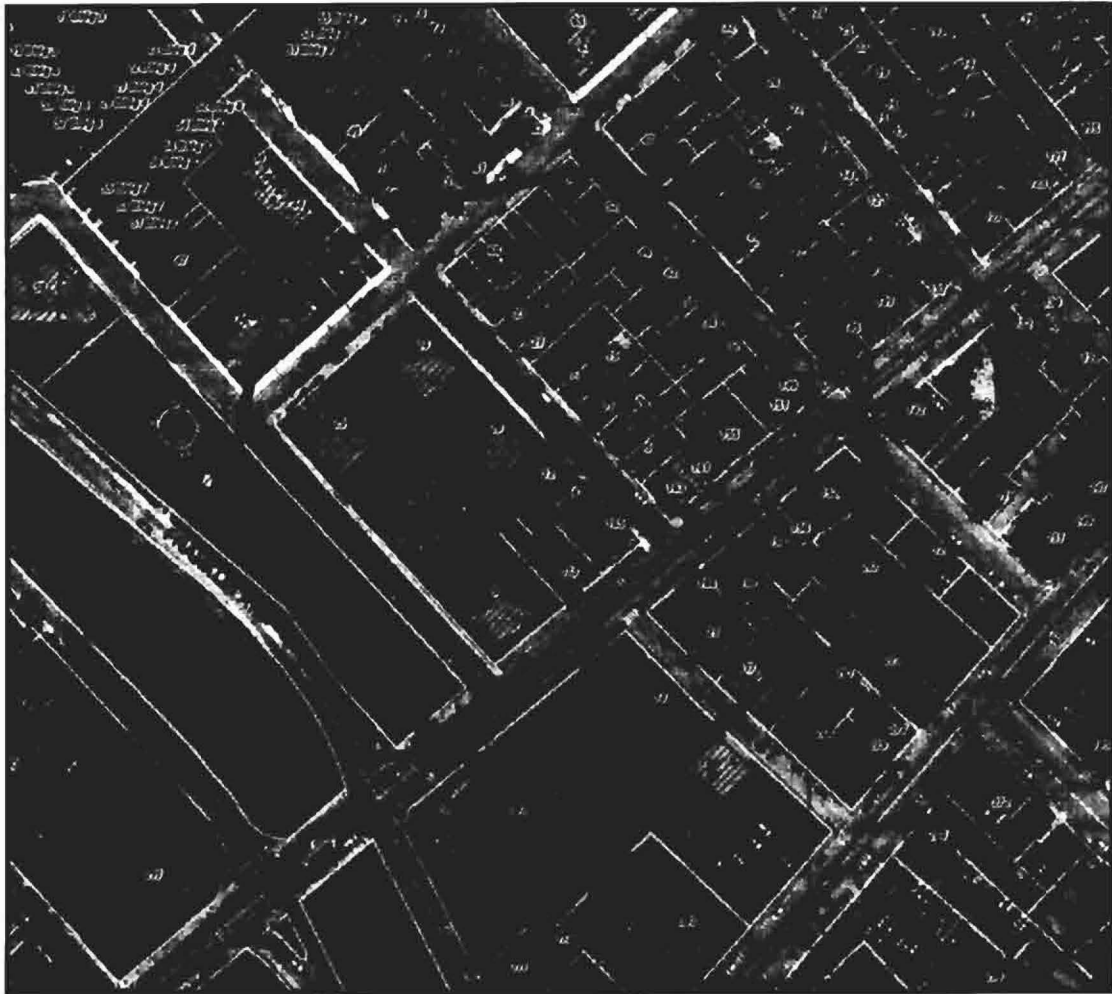
SUBJECT: 10-12 MAYO STREET – 022-h-023 – R-6 ZONE

DATE: December 30, 2009

Here is the history of the property. The existing building was built as a church before 1900 according to the assessors. It remained a church until October 1969 when the use changed from a church to a school (permit #69-1056). To get the change of use permit the applicant had to go to the Zoning Board of Appeals to have the off street parking requirement waived. The appeal to waive the parking was granted on October 2, 1969. Later on the use of the property was a daycare as shown on permits issued in 1978 (#78-0537) and 1990 (#99-1959). The most recent use we have for the property was a permit (#00-0162) from 2000 that changed the daycare kitchen to a production kitchen. The production kitchen was part of a nonprofit training program that was connected to the Preble Street Resource Center. This is the last use that our records show. The building has been vacant for at least a couple of years.

The size of the lot at 10-12 Mayo Street is 3,850 square feet. It is an undersized lot. Section 14-139(1)(a) lists the minimum lot sizes required for any use in the R-6 zone. The minimum lot size required for a use is 4,500 square feet, so any use is going to be nonconforming and not meet the minimum required lot size.

I have attached a map which shows the approximate 300' radius from the subject property.



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.

Copyright 2007  
City of Portland  
389 Congress St.  
Portland, Maine  
04101

**Ann Machado - Re: ZBA Notice**

**From:** Kevin Donoghue <kjdonoghue@portlandmaine.gov>  
**To:** Ann Machado <AMACHADO@portlandmaine.gov>  
**Date:** 12/28/2009 11:13:40 AM  
**Subject:** Re: ZBA Notice

Hi Ann,

I would like to express my support for the variance to the members of the ZBA.

Thanks,  
Kevin Donoghue  
City Council - District One

On Mon, Dec 28, 2009 at 11:05 AM, Ann Machado <AMACHADO@portlandmaine.gov> wrote:  
Here is the ZBa Agenda for Thursday, January 7, 2010

--  
Kevin Donoghue - Portland City Council  
[www.kevindonoghue.com](http://www.kevindonoghue.com)



## City of Portland Zoning Board of Appeals

December 29, 2009

Blainor McGough  
Mayo Street Arts  
26 Park Street  
Portland, ME 04101

Dear Ms. McGough,

Your Practical Difficulty Appeal, Variance Appeal, and Conditional Use Appeal have been scheduled to be heard before the Zoning Board of Appeals on **Thursday, January 7, 2010 at 6:30 p.m.** in Room 209, located on the second floor of City Hall.

Please remember to bring copies of your application packets with you to the meeting to answer any questions the Board may have.

I have included an agenda with your appeals highlighted, as well as a handout outlining the meeting process for the Zoning Board of Appeals.

I have also included the bill for the Legal Ad, Processing Fee and the Notices. The check should be written as follows:

MAKE CHECK OUT TO:	City of Portland
MAILING ADDRESS:	Room 315
	389 Congress Street
	Portland, ME 04101

Please feel free to contact me at 207-874-8709 if you have any questions.

Sincerely,

Ann B. Machado  
Zoning Specialist

Cc: File

S Project Master Inquiry-(PZN2001001)

File Edit Commands Help

SUNGARD PUBLIC SECTOR  
NavLine

Project 09-59500003

☒ Bonds  
☒ Conditions  
☒ Documents  
☒ Fees  
☒ Key dates  
☒ Locations  
☒ Notice letters  
☒ Project data  
☒ Project names  
☒ Project text  
☒ Receipts  
☒ Reviews  
☒ Review steps  
☒ Active review action  
☒ Active review agency

Project General Information

Project description: PRACTICAL DIFFICULTY - 12 MAYO STREET

Project type: ZONING PRACTICAL DIFFICULTY VARIANCE ZPD

Project Title: 12 MAYO ST

Applicant:

Project status: ACTIVE AC

PIN number: 7367

Application date: 12/24/2009

Planner assigned: ANN MACHADO ABM

Accounting project:

Dwelling units: 0

Total square footage: 0

Building Permits notify: NONE

Permit process:

Type

Description

Charged

Credited

Paid

Balance Due

sactions

LEGAL AD ZONING BOARD

193.39

.00

193.39

.00

ZONING PROCESSING FEE

50.00

.00

50.00

.00

ZONING BOARD OF APPEALS

100.00

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100.00

.00

Totals

343.39

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343.39

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Print

Cancel

Exit

Refresh

Fu Tran

Fu Totals

City of Portland

DATE: 12/24/09

TIME: 7:50:05

PZ CASH RECEIPT

PROJECT #: 09-59500003

PROJECT DESC: PRACTICAL DIFFICULTY - 12 MAYO STREET

RECEIVED FROM: Blainor McGough

RECEIPT NUMBER:

FEE	DESCRIPTION	CREDIT	PAYMENT
---	-----	-----	-----
Z1	ZONING BOARD OF APPEALS		100.00
		TOTAL AMOUNT:	100.00

FIR 4

CITY OF PORTLAND PLANNING  
389 CONGRESS STREET  
PORTLAND, ME 04101  
207-874-9717  
HUR 6

Merchant ID: 108090952  
Term ID: 0001

Sale

MASTERCARD

5572015000014626

Entry Method: Swiped

Apprvd: Online

12/23/09

Exp: 12/12

Batch#: 0000005

10:47:20

Inv #: 000000003

Auth Code: 120376

Total:

\$

100.00

I agree to pay above total amount  
according to card issuer agreement  
(Merchant agreement if credit voucher)

X Burrows

City of Portland

DATE: 1/11/10

TIME: 11:39:28

PZ CASH RECEIPT

PROJECT #: 09-59500003

PROJECT DESC: PRACTICAL DIFFICULTY - 12 MAYO STREET

RECEIVED FROM: Blainor McGough

RECEIPT NUMBER:

FEE	DESCRIPTION	CREDIT	PAYMENT
---	-----	-----	-----
L2	LEGAL AD ZONING BOARD		193.39
ZP	ZONING PROCESSING FEE		50.00
		TOTAL AMOUNT:	243.39

Mayo St. Arts  
10 Mayo St.  
Portland, ME 04101

#4

52-150/112

1/5/10

DATE

PAY TO THE  
ORDER OF

City of Portland

\$ 301.14

Three Hundred one

14/100

DOLLARS



Security  
Features  
Details on  
Back

MAINE BANK & TRUST

• a maine bank for maine people •

FOR

Fees: APP #5950003, #5990003

Robert M. Hough

MP

011201500 0059636 11

CITY OF PORTLAND  
DEPARTMENT OF PLANNING & DEVELOPMENT

389 Congress Street  
Portland, Maine 04101

INVOICE FOR FEES

<b>Application No:</b> 59500003	<b>Applicant:</b>	Blainor McGough
<b>Project Name:</b> 10-12 Mayo Street	<b>Location:</b>	10-12 Mayo Street
<b>CBL:</b> 022 H023	<b>Application Type:</b>	Practical Difficulty

**Current Fees:** \$343.39      - **Current Payments:** \$100.00      = **Total Due:** \$243.39 ( due on receipt)

<u>Fee Description</u>	<u>QTY</u>	<u>Fee/Deposit Charge</u>
Legal Advertisements	1	\$193.39
Notices	0	\$0.00 <i>pd under conditional use</i>
Processing Fee	1	\$50
Zoning Conditional Use	1	\$100

Total Current Fees:	\$343.43
Total Current Payments:	-\$100

**Amount Due Now:**      **\$243.39**

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<b>Bill to:</b>	<b>CBL: 022 H023</b>	<b>Application No: 5950003</b>
Blainor McGough	<b>Invoice Date: 12/29/09</b>	<b><u>Total Amount Due: \$243.39</u></b>
26 Park Street		
Portland, ME 04101		

**From:** Joan Jensen <jjensen@pressherald.com>  
**To:** Ann Machado <AMACHADO@portlandmaine.gov>  
**Date:** 12/28/2009 4:29:03 PM  
**Subject:** Re: Zoning Board of Appeals Legal Ad

Hi Ann,  
All set to run your ad on Friday, January 1, 2010.  
The cost is \$193.39.  
Thank you,  
Joan

--  
Joan Jensen  
Legal Advertising  
Portland Press Herald/Maine Sunday Telegram  
P.O. Box 1460  
Portland, ME 04104  
Tel. (207) 791-6157  
Fax (207) 791-6910  
Email jjensen@pressherald.com

Ann Machado wrote:

> Joan -  
>  
> Attached is the Zoning Board of Appeals legal ad for Friday, January  
> 1, 2010.  
>  
> Thank you.  
>  
> Ann Machado  
> 874-8709

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	111 FRANKLIN STREET LLC	PO BOX 7225 PORTLAND , ME 04112	113 FRANKLIN ST	19
	247 CONGRESS STREET LLC	PO BOX 7225 PORTLAND , ME 04112	247 CONGRESS ST	16
	277 CONGRESS LLC	36 LOCUST LN SOUTH BERWICK , ME 03908	277 CONGRESS ST	4
	ADAMSON JERRY F	41 MAYO ST PORTLAND , ME 04101	41 MAYO ST	2
	ADMIN VET AFFAIRS TAX	78 SMITH ST PORTLAND , ME 04101	49 MAYO ST	3
	BAILEY LLOYD H JR	429 SLIGO RD YARMOUTH, ME 04096	145 CUMBERLAND AVE	4
	BAYSIDE EAST LP	510 CUMBERLAND AVE PORTLAND , ME 04101	47 SMITH ST	20
	BERG CARRIE M	13 MAYO ST PORTLAND , ME 04101	13 MAYO ST	1
	BOYD STREET PARTNERS LLC	96 LINDEN TERR BURLINGTON , VT 05401	47 BOYD ST	9
	BUTIRI IONEL	21 MAYO ST PORTLAND, ME 04101	21 MAYO ST	1
	CABANA JASON R	69 WASHBURN AVE PORTLAND , ME 04102	57 OXFORD ST	0
	CABANA JASON R	69 WASHBURN AVE PORTLAND , ME 04102	66 SMITH ST	2
	CHADWICK JOHN E & VALERIE	68 OXFORD ST PORTLAND, ME 04101	68 OXFORD ST	1
	CONGREGATION ETZ CHAIM	154 CUMBERLAND AVE PORTLAND, ME 04101	265 CONGRESS ST	1
	DAUPHIN GERALD R	38 SMITH ST PORTLAND , ME 04101	38 SMITH ST	2
	DAUPHIN GERALD R	38 SMITH ST PORTLAND , ME 04101	42 SMITH ST	2
	DICKINSON JOHN B	40 HOLMES RD SCARBOROUGH , ME 04074	26 ANDERSON ST	3
	DIPIETRO ELEANOR R	171 CUMBERLAND AVE PORTLAND , ME 04101	171 CUMBERLAND AVE	1
	DISCO PANTS AND HAIR CUTS LLC	83 VESPER ST # 3 PORTLAND, ME 04103	37 SMITH ST	4
	EAST END STUDIOS LLC	273 CONGRESS ST PORTLAND, ME 04101	273 CONGRESS ST	1
	FERRAR ARLENE D & DAVID P FERRAR	78 SMITH ST PORTLAND, ME 04101	43 MAYO ST	0
	FERRAR ARLENE D WID WWII VET	78 SMITH ST PORTLAND, ME 04101	78 SMITH ST	1
	FERRAR ARLINE D	78 SMITH ST PORTLAND, ME 04101	70 SMITH ST	1
	FLEHINGER RACHEL & LENORE L FLEMING JTS	58 OXFORD ST PORTLAND , ME 04101	58 OXFORD ST	1
	FOWLER-GREAVES STEVEN & JENNIFER W FOWLER-GREAVES	35 MAYO ST PORTLAND , ME 04101	35 MAYO ST	3
	FRIEDRICH ROBERT	6057 SANDY RIVER CIRCLE CARRABASSETT VALLEY , ME	11 LOCUST ST	7

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	GORELOV VYACHESLAV A	23 MAYO ST PORTLAND , ME 04101	23 MAYO ST	1
	GREENE THERESA A	367 STEVENS AVE PORTLAND , ME 04103	32 SMITH ST	1
	GRESIK ROBERT J	152 CUMBERLAND AVE # 1 PORTLAND, ME 04101	152 CUMBERLAND AVE	3
	GRISCOM ELIZA	157 4TH ST PROVIDENCE , RI 02906	12 SMITH ST	3
	HALEY CONNIE B & DANIEL T HALEY JR TRUSTEES	140 EASTERN PROMENADE PORTLAND , ME 04101	166 CUMBERLAND AVE	2
	HALEY CONNIE B & DANIEL T HALEY JR TRUSTEES	140 EASTERN PROMENADE PORTLAND , ME 04101	170 CUMBERLAND AVE	0
	HALL BRUCE F & JUDITH R JTS	38 MAYO ST PORTLAND , ME 04101	38 MAYO ST	1
	HAM JOANNE	15 A MAYO ST PORTLAND , ME 04101	15 MAYO ST	1
	HOUGHTON JOSHUA S & MICHELE A LEVESQUE JTS	156 CUMBERLAND AVE PORTLAND , ME 04101	156 CUMBERLAND AVE	2
	INGRAHAM HOUSING CORP INC	237 OXFORD ST PORTLAND, ME 04101	165 CUMBERLAND AVE	12
	INGRAHAM HOUSING INC	237 OXFORD ST PORTLAND, ME 04101	169 CUMBERLAND AVE	1
	JORDAN ROBERT K	1050 ISLAND AVE LONG ISLAND , ME 04050	21 LOCUST ST	6
	KIEN CHOUNG & SOPHANH THACH	22 ANDERSON ST PORTLAND , ME 04101	22 ANDERSON ST	2
	KONTOS CAROL & GREGORY C	PO BOX 1785 WINDHAM, ME 04062	160 CUMBERLAND AVE	6
	MAINE MEDICAL CENTER	22 BRAMHALL ST PORTLAND, ME 04102	263 CONGRESS ST	0
	MAINE MEDICAL CENTER	22 BRAMHALL ST PORTLAND, ME 04102	148 CUMBERLAND AVE	0
	MARTIN BRENDA L	129 HOLM AVE PORTLAND, ME 04102	41 SMITH ST	2
	MCKENZIE MERITA G	36 SMITH ST PORTLAND, ME 04101	36 SMITH ST	3
	MORALES VICTOR F & GLORIA A MORALES JTS	45 SMITH ST PORTLAND , ME 04101	45 SMITH ST	2
	NICOLAI MICHAEL P VN VET	PO BOX 7434 PORTLAND, ME 04112	11 SMITH ST	3
	NODDIN RICHARD A & EDMUND O BROZEK	679 DEERWANDER RD HOLLIS CENTER, ME 04042	46 SMITH ST	3
	NUNAN JOHN & RHONDA L BARKER JTS	32 ANDERSON ST # 3 PORTLAND , ME 04101	32 ANDERSON ST UNIT 3	1
	O'MALLEY SEAN M	32 ANDERSON ST # 2 PORTLAND , ME 04101	32 ANDERSON ST UNIT 1	1
	OAKES KEVIN G	4 MECHANIC ST # 2 WINDHAM , ME 04062	161 CUMBERLAND AVE	3
	PATERNO ERNEST A & JILL H DALTON JTS	74 SMITH ST PORTLAND , ME 04101	45 MAYO ST	0
	PATERNO ERNEST A & JILL H DALTON JTS	61 OXFORD ST PORTLAND , ME 04101	61 OXFORD ST	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	PATERNO ERNEST A & JILL H DALTON JTS	74 SMITH ST PORTLAND, ME 04101	61 OXFORD ST R	0
	PATERNO ERNEST A & JILL H DALTON JTS	74 SMITH ST PORTLAND, ME 04101	62 SMITH ST	2
	PATERNO ERNEST A & JILL H DALTON JTS	74 SMITH ST PORTLAND, ME 04101	74 SMITH ST	1
	PENINSULA COMMUNITY LP 3	707 SABLE OAKS DR SOUTH PORTLAND, ME 04106	139 CUMBERLAND AVE	4
	PHANORD ISMITH	155 CUMBERLAND AVE PORTLAND, ME 04101	155 CUMBERLAND AVE	3
	PORTLAND ARCHITECTURAL SALVAGE INC	131 PREBLE ST PORTLAND, ME 04101	251 CONGRESS ST	3
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	38 ANDERSON ST	6
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	43 BOYD ST	0
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	54 LANCASTER ST	1
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	33 MAYO ST	4
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	70 OXFORD ST	10
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	80 SMITH ST	39
	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	61 WILMOT ST	200
	PURINTON KYLE D	66 OXFORD ST PORTLAND, ME 04101	66 OXFORD ST UNIT 1	1
	RAY BELINDA & WARD WILLIS JTS	65 OXFORD ST PORTLAND, ME 04101	63 OXFORD ST	1
	RICCI MARK D	PO BOX 514 BRIDGTON, ME 04009	20 SMITH ST	3
	ROACH DANIEL R	PO BOX 15308 PORTLAND, ME 04112	14 ANDERSON ST	3
	ROMAN CATHOLIC BISHOP OF PORTLAND	P O BOX 11559 PORTLAND, ME 04104	307 CONGRESS ST	4
	ROMAN CATHOLIC BISHOP OF PORTLAND	PO BOX 11559 PORTLAND, ME 04104	307 CONGRESS ST	1
	ROMAN CATHOLIC BISHOP OF PORTLAND	PO BOX 11559 PORTLAND, ME 04104	313 CONGRESS ST	1
	SAINTCROSS CULLEN & JAMES LUSSIER JTS	280 CONCORD ST W # 1 PORTLAND, ME 04103	18 ANDERSON ST	3
	SEARS AMANDA K	8 ANDERSON ST PORTLAND, ME 04101	8 ANDERSON ST	1
	SEASIDE PARTNERS LLC	544 GOULDSBORO POINT RD GOULDSBORO, ME 04607	12 MAYO ST	1
	SEEKINS BRIANNE I	76 SMITH ST PORTLAND, ME 04101	76 SMITH ST	2
	SOMERO SCOTT	13 ATLANTIC ST PORTLAND, ME 04101	149 CUMBERLAND AVE	4
	SOMERO SCOTT	13 ATLANTIC ST PORTLAND, ME 04101	151 CUMBERLAND AVE	3

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	SOMERO SCOTT	13 ATLANTIC ST PORTLAND , ME 04101	153 CUMBERLAND AVE	0
	SOMERO SCOTT J	13 ATLANTIC ST PORTLAND , ME 04101	9 MAYO ST	2
	SOMERO SCOTT J	13 ATLANTIC ST PORTLAND, ME 04101	33 SMITH ST	3
	SOMERO SCOTT J	13 ATLANTIC ST PORTLAND, ME 04101	68 SMITH ST	3
	SOUTHWICK WILLIAM & BRENDA	12 ANDERSON ST PORTLAND, ME 04101	12 ANDERSON ST	1
	ST PAUL'S PARISH CHURCH	279 CONGRESS ST PORTLAND , ME 04101	279 CONGRESS ST	1
	ST PAUL'S PARISH CHURCH	279 CONGRESS ST PORTLAND , ME 04101	281 CONGRESS ST	1
	STONE GREGORY B & DONNA L B STONE JTS	32 ANDERSON ST # 2 PORTLAND , ME 04101	32 ANDERSON ST UNIT 2	1
	THERIAULT GUY E JR	40 ALBION RD WINDHAM , ME 04062	52 SMITH ST	2
	TIT SOLY & VANH NA NEANG JTS	11 MAYO ST PORTLAND , ME 04101	11 MAYO ST	2
	TURCOTTE DARRELL D & CHRISTOPHER W THIELE	P.O.BOX 10402 PORTLAND , ME 04104	163 CUMBERLAND AVE	3
	TURCOTTE DARRELL D & CHRISTOPHER W THIELE JTS	12 GLENWOOD AVE WESTBROOK , ME 04092	13 MAYO ST	1
	VAN NGUYEN DONG & TOT T HARRIMAN JTS	PO BOX 2313 SOUTH PORTLAND, ME 04106	141 CUMBERLAND AVE	3
	WEBBER BRUCE H & SANDRA WEBBER JTS	408 GRAY RD FALMOUTH , ME 04105	158 CUMBERLAND AVE	4
	WELLS FARGO BANK NA	6501 IRVING CENTER DR IRVING, CA 92618	5 MAYO ST	3
	WRIGHT CHRISTOPHER B	8 MAYO ST PORTLAND , ME 04101	8 MAYO ST	2
	YOB DENISE & JAMES M DOHERTY JTS	PO BOX 7863 PORTLAND , ME 04112	142 CUMBERLAND AVE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
Total Listed:	95			503

