

RECEIVED

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, , Chair of

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**

### **“Undue Hardship” 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

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

Findings of Fact and Conclusions of Law:

The applicant is requesting an "undue hardship" variance from the off-street parking requirements related to the proposed use of 10 Mayo Street as a community center. The property is located in the R-6 zone which requires one off-street parking space for every 1,000 square feet of floor. The building is approximately 3,750 square feet and would therefore require four off-street parking spaces. The property has no off-street parking.

The building was built as a church in 1894. It remained a church until October of 1969 when it became a school. At that time, a variance from the off-street parking requirement was granted. 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.

"Undue Hardship" Variance standard pursuant to Portland City Code §14-473(c)(1):

1. The land in question cannot yield a reasonable return unless a variance is granted. (Note: "Failure to yield a 'reasonable return' means 'the practical loss of all beneficial use of the land.' . . . Reasonable return does not mean maximum return." *Rowe v. City of South Portland*, 730 A.2d 673, 675 (Me. 1999) (citations omitted).)

Satisfied ✓ Not Satisfied     

Reason and supporting facts:

All uses potentially available for parcel  
would require off-street parking

2. 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 undersized + contains church with no parking or land to accommodate parking. Applicant sought parking from neighbors. On-street parking is ample

3. The granting of a variance will not alter the essential character of the locality.

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Community center will be used by nearby residents arriving on foot / bike; Ample on-street parking; Property has been used for public assembly historically

4. The hardship is not the result of action taken by the applicant or a prior owner.

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Parcel has been w/out parking off-street since before ordinance adoption.

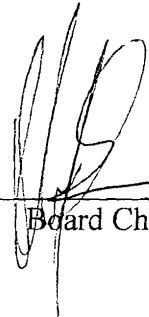
**Conclusion:** (check one)

☒ Option 1: The Board finds that the standards described above (1 through 4) have been satisfied and therefore GRANTS the application.

☐ Option 2: The Board finds that while the standards described above (1 through 4) 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 4) have NOT all been satisfied and therefore DENIES the application.

Dated: 1.7.10

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

O:\OFFICE\MARYC\ZBA\variance appeal undue hardship.doc



Assessor's Office - 100 Exchange Street - Portland, Maine 04101 - Phone: (207) 774-4242 ext. 200

City - Homes - Departments - City Council - E-Services - Calendar - Jobs

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

Current Owner Information:

Services

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

browse city services a-z

browse facts and links a-z

<b>CBL</b>	022 H023001
<b>Land Use Type</b>	MULTI-USE COMMERCIAL
<b>Property Location</b>	12 MAYO ST
<b>Owner Information</b>	SEASIDE PARTNERS LLC 2028 GARNER STATION BLVD RALEIGH NC 27616
<b>Book and Page</b>	24920/282
<b>Legal Description</b>	22-H-23 MAYO ST 12 3850 SF
<b>Acres</b>	0.088

Current Assessed Valuation:

<b>TAX ACCT NO.</b>	3196	<b>OWNER OF RECORD AS OF APRIL 2009</b> SEASIDE PARTNERS LLC
<b>LAND VALUE</b>	\$65,400.00	2028 GARNER STATION BLVD
<b>BUILDING VALUE</b>	\$181,800.00	RALEIGH NC 27616
<b>NET TAXABLE - REAL ESTATE</b>	\$247,200.00	
<b>TAX AMOUNT</b>	\$4,385.34	

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



print - view in pdf - view in pdf - view in pdf

Building Information:

<b>Card 1 of 1</b>	
<b>Year Built</b>	1900
<b>Style/Structure Type</b>	SCHOOL
<b># Units</b>	1
<b>Square Feet</b>	3964
<a href="#">View Sketch</a>	<a href="#">View Map</a> <a href="#">View Picture</a>



Exterior/Interior Information:

<b>Card 1</b>	
<b>Levels</b>	B1/B1
<b>Size</b>	1982
<b>Use</b>	SUPPORT AREA
<b>Height</b>	8
<b>Heating</b>	HW/STEAM
<b>A/C</b>	NONE

<b>Card 1</b>	
<b>Levels</b>	01/01
<b>Size</b>	1982
<b>Use</b>	SCHOOL
<b>Height</b>	10
<b>Walls</b>	FRAME
<b>Heating</b>	HW/STEAM
<b>A/C</b>	NONE

Sales Information:

<b>Sale Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page</b>
3/14/2007	LAND + BUILDING	\$255,000.00	24920/282
7/29/2004	LAND + BUILDING	\$252,500.00	21607/21
8/30/1986	LAND + BUILDING	\$0.00	317/7500

[New Search!](#)



City of Portland, Maine  
Department of Planning and Urban Development  
Zoning Board of Appeals  
Variance Appeal Application

Applicant Information:

Name Blainor McGough

Business Name Mayo Street Arts

Address 10 Mayo St.

Portland ME 04101

Telephone 207) 615-3609 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 2 years. Before that it was  
a girls' theater & after-school program

Subject Property Information:

10 Mayo St. P112

Property Address

22-H-23

Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

R. Quimby / Seaside Partners LLC

Name

Box 3494

Address

Portland ME 04102

Telephone 207) 272-5990 Fax 207) 221-1271

Variance from Section 14 - 33-3332(w)

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DEC 22 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 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 McGough

Signature of Applicant

12-21/09

Date

Except as specifically provided by the ordinance, a variance may be granted by the Board only where strict application of the ordinance, or a provision thereof, to the petitioner and his property would cause undue hardship. In order for the Board to find "undue hardship", the applicant must answer ALL of the following questions, and provide supporting evidence. The Board will consider this evidence in deciding whether to grant the appeal.

1. Can the land yield a reasonable return (not the highest return) without the granting of a variance?

Yes \_\_\_\_\_ (deny the appeal) No ☒

Reasons The lot has no parking - The building was built in 1890's as a church - community members walked to services - meant for neighborhood use.

2. Are there factors which are unique to this property, and not to the general conditions of the neighborhood, which create a need for a variance?

Yes ☒ No \_\_\_\_\_ (deny the appeal)

Reasons The property is a church building located in a residential neighborhood, any use of the building other than residential will require a parking variance

3. Will the granting of the variance alter the essential character of the locality?

Yes \_\_\_\_\_ (deny the appeal) No ☒

Reasons The housing units surrounding the property have residential off-street parking. There is ample street parking that goes unused.

4. Is the hardship a result of the action taken by the applicant or a prior owner (self-created hardship)?

Yes \_\_\_\_\_ (deny the appeal) No ☒

Reasons The building was constructed before parking was an issue and has never had a parking lot.

It is up to the applicant to decide whether to file an appeal after reviewing the above requirements.

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

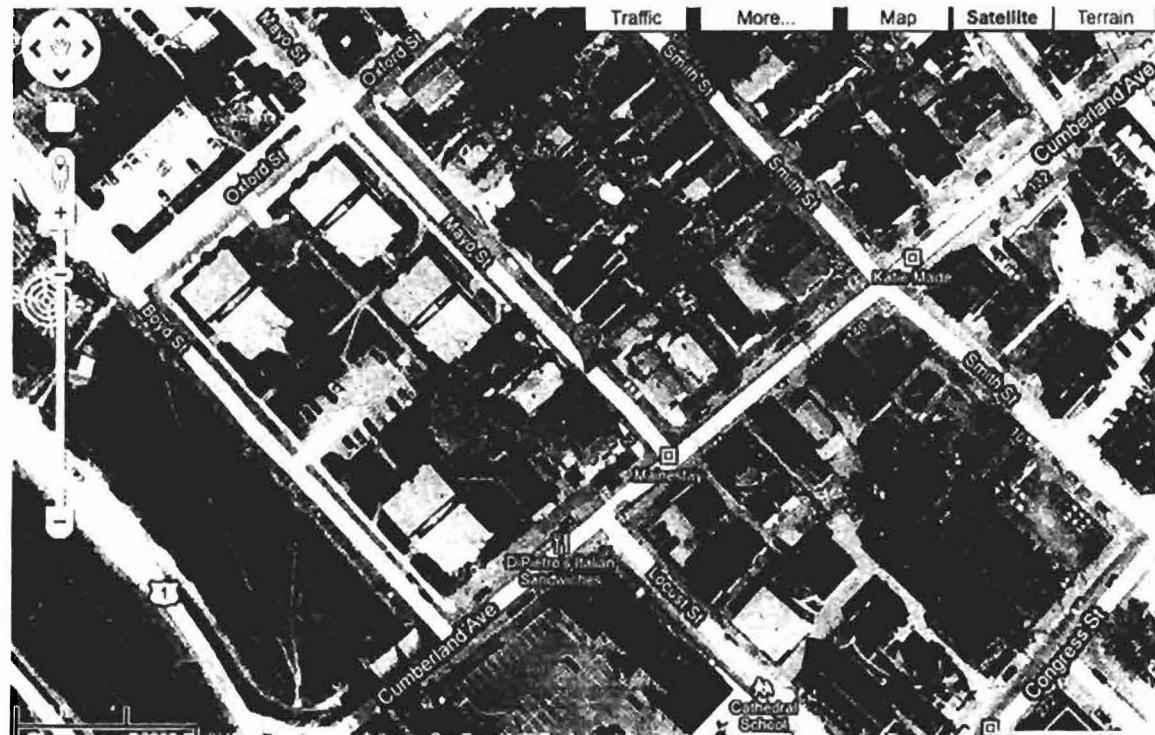
December 21<sup>st</sup>, 2009

Dear Zoning Board of Appeals:

This is a request for a variance appeal to waive the required parking for a non-profit community center to be located at 10 Mayo Street in Portland. The property has no parking, as it was built as a church in the 1800's for neighborhood use. Therefore Mayo Street Arts can not provide the required four off-street parking spaces required for a community center. The property is in a residential zone and there are no available parking spaces to be borrowed, bought, or leased within 300 feet of the property.

The only non-residential parking lot within 300 feet is the is at the Cathedral School parking lot on Cumberland Ave, but unfortunately the lot is not available. Please see the attached letter form the Cathedral of Immaculate Conception.

The parking lots in the neighborhood shown below are Portland Housing Authority lots and are reserved for residents. PHA is supportive of our project and identified ample street parking in the neighborhood, particularly on Mayo Street, Boyd Street, and Oxford Street.



Parking for Mayo Street Arts includes street parking on Mayo Street, Boyd Street, Oxford Street, and Cumberland Ave. We expect that the majority of our participants will be neighborhood residents, or live locally and will walk or bike to Mayo Street Arts.

The property has been granted an exception to the Zoning Ordinance in the past by the Board of Appeals when the building was used as a trade school – relief was granted because the ordinance would have resulted in undue hardship. Please see the following records of the previous miscellaneous appeal.

Because the property is in an R-6 zone, any use of the building other than a residence will have the same parking situation as Mayo Street Arts. We feel that the community center will be a very positive attribute to the neighborhood, and benefit the Kennedy Park and East Bayside communities overall. For these reasons we are requesting the variance.

Sincerely,

Blainor McGough  
Executive Director  
Mayo Street Arts

26 Park Street  
Portland Maine  
04101

207-615-3609

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



**Cathedral of the Immaculate Conception**  
**PORTLAND PENINSULA & ISLAND PARISHES**  
307 Congress Street  
Portland, Maine 04101

207-773-7746

Fax: 207-879-5547

Denis Lafreniere, Business Coordinator

[denis.lafreniere@portlanddiocese.org](mailto:denis.lafreniere@portlanddiocese.org)

December 22, 2009

Mayo Street Arts  
c/o Blainor McGough  
Portland, Maine 04101

Dear Blainor,

Thank you for contacting us concerning the possibility of parking spaces for the new art center. Unfortunately the Cathedral of the Immaculate Conception and Cathedral School are unable to provide spaces to the Mayo Street Arts Center at this time. Our parking lot is currently used for masses, school staff, parish staff, Catholic Charities of Maine as well as the daily staff of the St. Vincent de Paul Soup Kitchen. These parish groups utilize all of our available parking at this time. Have a wonderful Christmas season!

God Bless,

A handwritten signature in black ink, appearing to read "Denis Lafreniere Jr.", with a stylized flourish at the end.

Denis Lafreniere, Jr.  
Business Coordinator  
Portland Peninsula and Island

CITY OF PORTLAND, MAINE  
IN THE BOARD OF APPEALS

September 29, 1969

TO WHOM IT MAY CONCERN:

The Board of Appeals will hold a public hearing in the Council Chamber at City Hall, Portland, Maine on Thursday, October 2, 1969 at 4:00 p.m. to hear the appeal of New School Workshop, Inc. requesting an exception to the Zoning Ordinance to change the use of the building at 12 Mayo Street from a church to a trade school.

This permit is presently not allowable under the Zoning Ordinance because there is not room on the lot for off-street parking of at least two motor vehicles as required in the R-6 Residence Zone in which the property is located.

All persons interested either for or against this appeal will be heard at the above time and place.

BOARD OF APPEALS

Franklin G. Hindley  
Chairman

h

PL 5 4-25-69

Granted 10/2/69

69/103

CITY OF PORTLAND, MAINE  
IN THE BOARD OF APPEALS

MISCELLANEOUS APPEAL

New School Workshop, Inc., owner of property at 12 Mayo Street  
under the provisions of Section 24 of the Zoning Ordinance of the City of Portland,  
hereby respectfully petitions the Board of Appeals to permit: changing the use of the  
building from a church to a trade school in an R-6 Residence Zone. This permit is  
presently not issuable under the Zoning Ordinance because there is not room on this  
lot for off-street parking of at least two motor vehicles as required by Sec. 602.14B.4.  
of the Ordinance.

LEGAL BASIS OF APPEAL: Such permit may be granted only if the Board of Appeals find  
that enforcement of the terms of the Ordinance would result in undue hardship and  
desirable relief may be granted without substantially departing from the intent and  
purpose of the Ordinance.

New School Workshop, Inc.

By: Thomas Brand, clerk  
APPELLANT

DECISION

After public hearing held October 2, 1969, the Board of Appeals finds that  
enforcement of the terms of the Ordinance would result in undue hardship and  
desirable relief may be granted without substantially departing from the intent  
and purpose of the Ordinance.

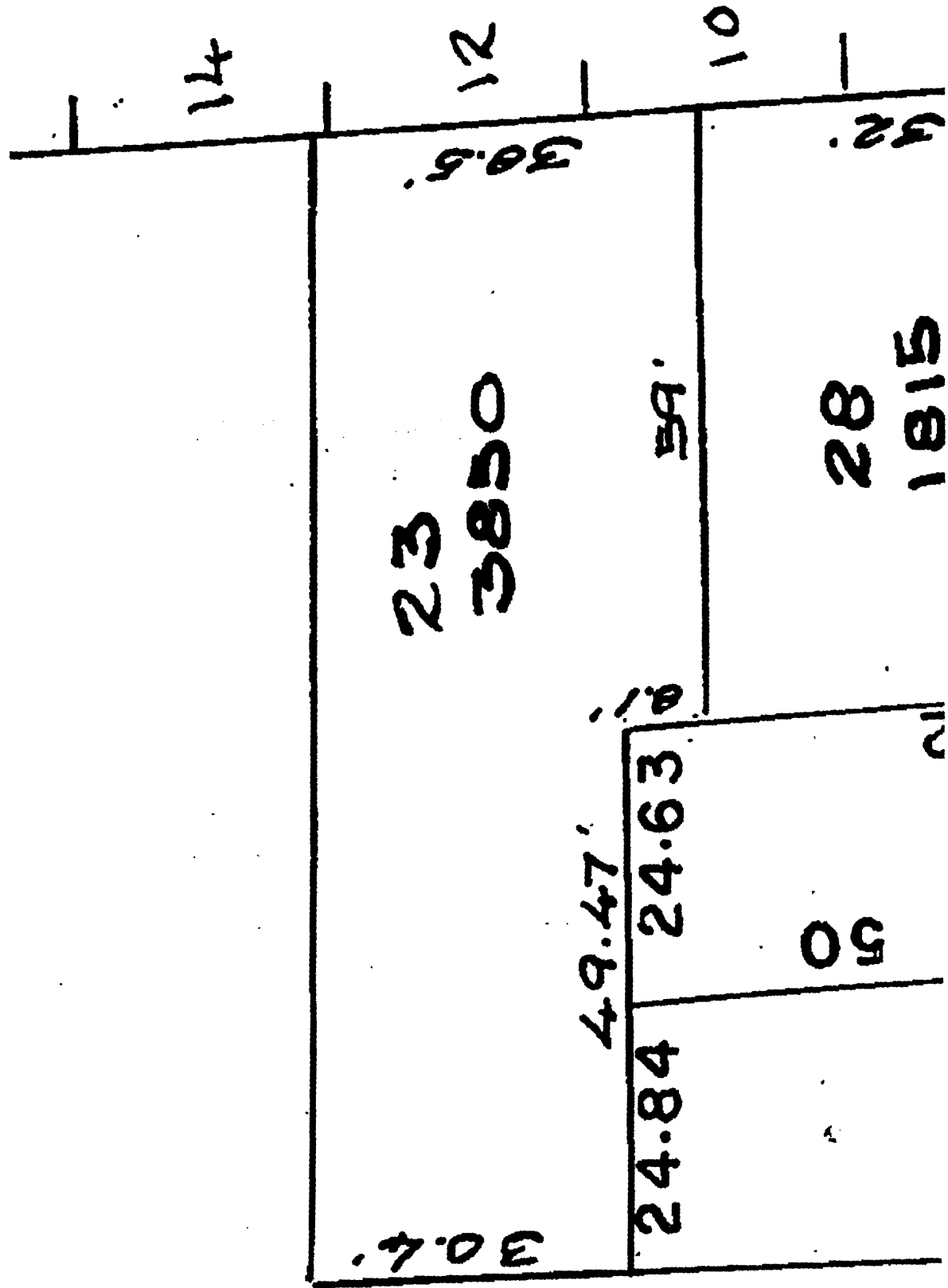
It is, therefore, determined that such permit may be issued.

BOARD OF APPEALS

Edith K. Young  
Harry W. Smart



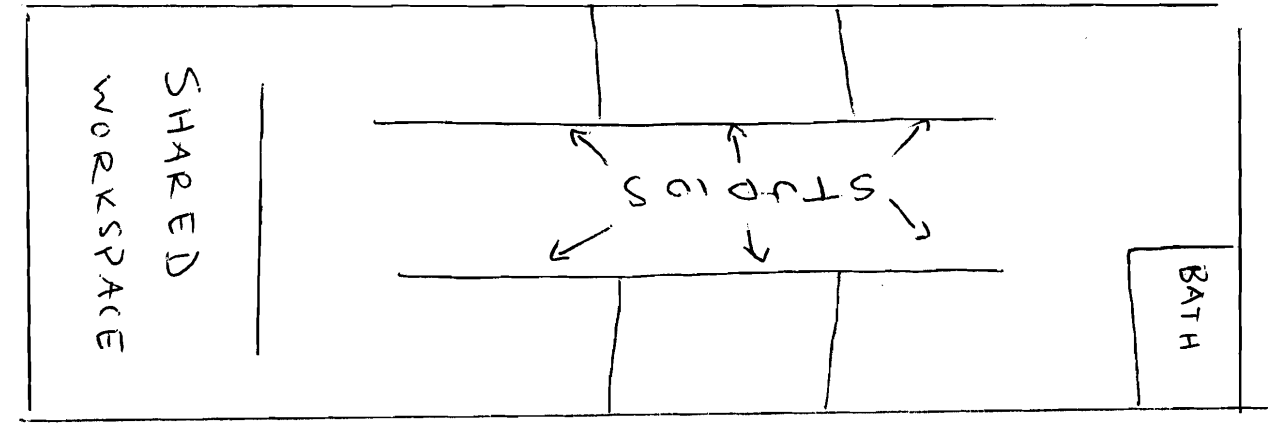
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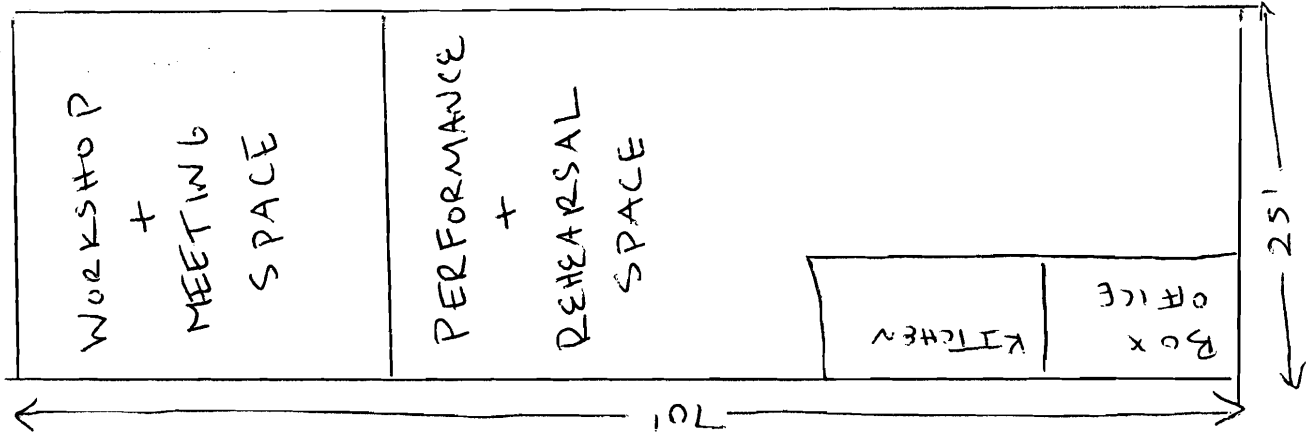
PRODUCED BY AN AMESK EDUCATIONAL PRODUCT



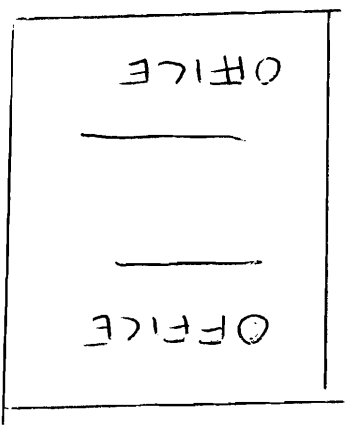
**TARGET INFORMATION**



BASEMENT

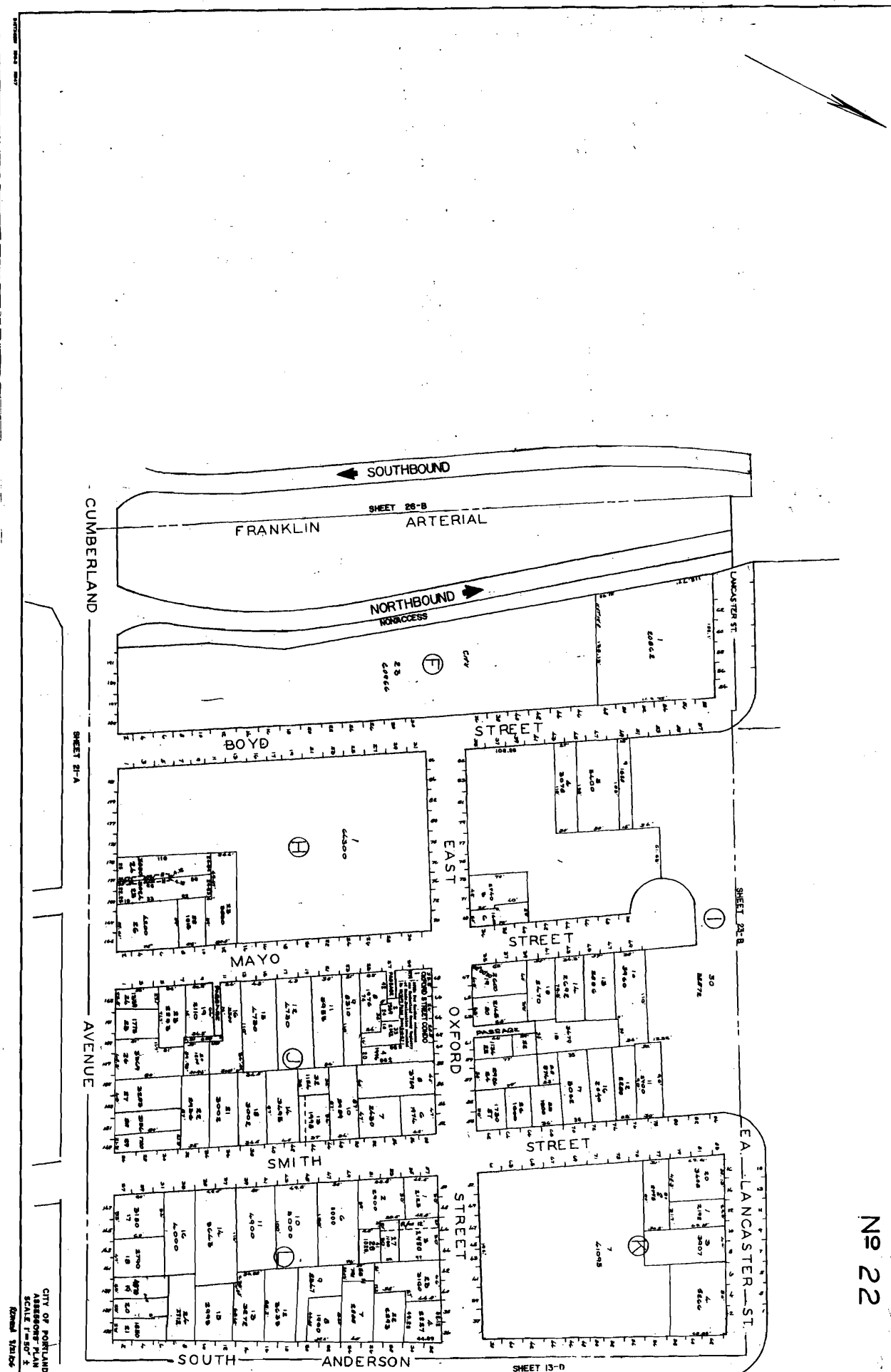


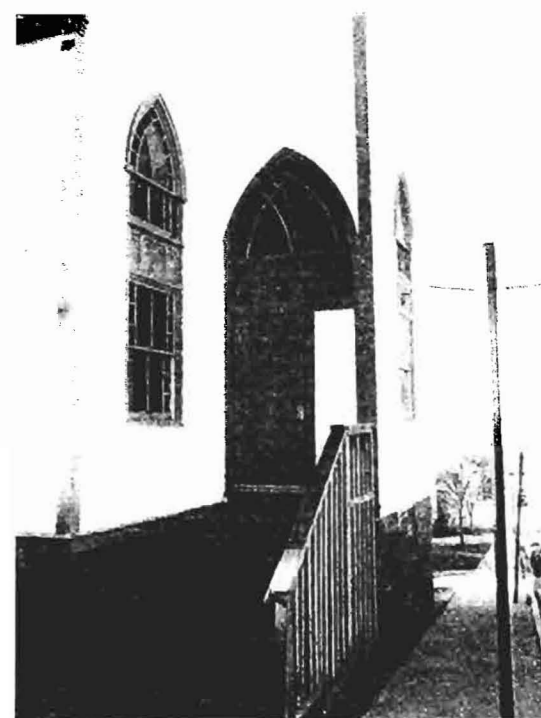
MAIN HALL

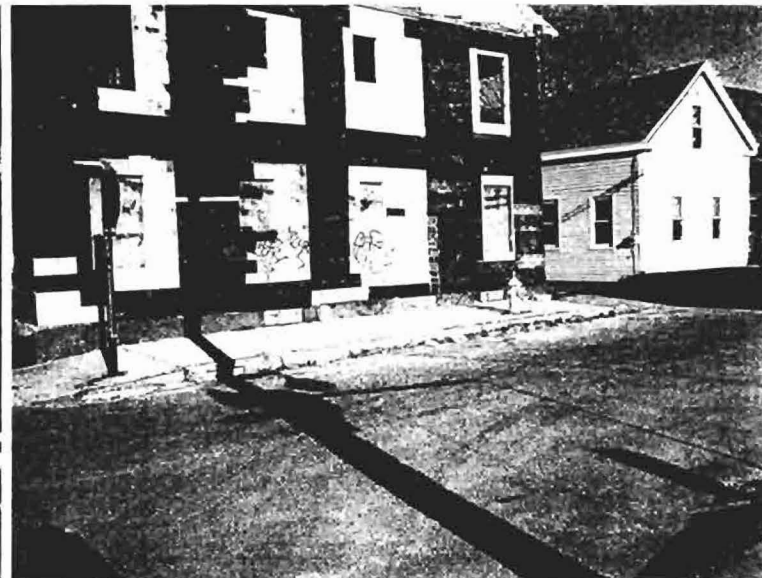


BALCONY

FLOOR PLAN







## 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 ~~February 1, 2011-Jan 31, 2012~~  
  
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

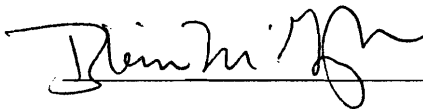
By: 

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

**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

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

Project 09-59400002

☒ 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: VARIANCE APPEAL - 12 MAYO

Project type: ZONING USE VARIANCE

Project Title: 12 MAYO

Applicant: ZUV

Project status: ACTIVE

PIN number: 6367

Application date: 12/23/2009

Planner assigned: ANN MACHADO

Accounting project: ABM

Dwelling units: 0

Total square footage: 0

Building Permits notify: NONE

Permit process:

Type	Description	Charged	Credited	Paid	Balance Due
actions					
	ZONING BOARD OF APPEALS	100.00	.00	100.00	.00
ls		100.00	.00	100.00	.00

Print

Cancel

Exit

Refresh

Screen detail print cancelled

CITY OF PORTLAND  
DEPARTMENT OF PLANNING & DEVELOPMENT

389 Congress Street  
Portland, Maine 04101

INVOICE FOR FEES

<b>Application No:</b> 59400003	<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> Variance Appeal

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

<u>Fee Description</u>	<u>QTY</u>	<u>Fee/Deposit Charge</u>
Legal Advertisements	0	\$0.00
Notices	0	\$0.00
Processing Fee	0	\$0.00
Zoning Conditional Use	1	\$100

Total Current Fees:	\$100.00
Total Current Payments:	-\$100

<b><u>Amount Due Now:</u></b>	<b><u><del>\$100.00</del></u></b>
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<b>Bill to:</b>	<b>CBL: 022 H023</b>	<b>Application No:</b> 59400003
Blainor McGough	<b>Invoice Date:</b> 12/29/09	<b><u>Total Amount Due:</u></b> <b><u>\$0.00</u></b>
26 Park Street		
Portland, ME 04101		

City of Portland

DATE: 12/23/09

TIME: 8:56:51

PZ CASH RECEIPT

PROJECT #: 09-59400002  
PROJECT DESC: VARIANCE APPEAL - 12 MAYO  
RECEIVED FROM: Blainor McGough  
RECEIPT NUMBER:

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

Mayo St Arts  
10 Mayo St  
Portland ME 04101  
207-615-3609

3  
52-150/112

12-22-09 DATE

PAY TO THE  
ORDER OF

City of Portland

\$ 100-

One Hundred

DOLLARS

Security  
Features  
Details on  
Back

MAINE BANK & TRUST

• a maine bank for maine people •

FOR

Variance

*[Signature]*

MP

⑆011201500⑆ 0059636 1⑈

**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

