

1. Agenda

Documents: [01-08-15 AGENDA.PDF](#)

2. 72 Westminster Ave - Disability Variance Application

Documents: [DISABILITY VARIANCE APPLICATION 72 WESTMINSTER ST.PDF](#)

3. 53 Sewall St Conditional Use Application

Documents: [CONDITIONAL USE APPEAL APPLICATION - 53 SEWALL ST.PDF](#)

3.I. 53 Sewall St Conditional Use Plans

Documents: [53 SEWALL ST.PLANS .PDF](#)

4. 142 E. Kidder St - Practical Difficulty Variance Application

Documents: [PRACTICAL DIFFICULTY APPEAL APPLICATION 142 E. KIDDER ST.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, January 8, 2015, at 6:30 p.m. on the second floor in City Council Chambers, Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business

A. Disability Variance Appeal:

72 Westminster Avenue, Danice Eliza Jacobson, owner, Tax Map 181, Block B, Lot 002, R-3 Residential Zone: The applicant is seeking a disability variance under section 14-473(c)(2) to install a handicap ramp. The appellant is requesting a side setback of four feet instead of the required eight foot side setback [section 14-90(d)(3)]. Representing the appeal is Jill Johanning from Alpha One.

B. Conditional Use Appeal:

69-83 and 89-109 Sewall Street, Eyecare Medical Group, lessee, Tax Map 190, Block D, Lot 009 & Tax Map 190, Block H, Lots 024, 025, 026 & 027, R-5 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-118(c)(1) to allow off-street parking of passenger cars which are accessory to a use located in a nearby business zone. Representing the appeal for Eyecare Medical Group is Craig Burgess from Sebago Technics.

C. Practical Difficulty Variance Appeal:

142 East Kidder Street, Lincoln Capital, LLC, owner, Tax Map 169, Block E, Lots 028 & 029, R-5 Residential Zone: A new single family home has just been built at this property. A Mortgage Loan Inspection Plan completed on 11/21/2014 shows that the rear of the garage does not meet the required minimum rear setback of twenty feet [section 14-120(a)(4)(b)]. The appellant is requesting a variance to reduce the required rear yard setback from twenty feet to nineteen feet four inches. Representing the appeal is John Jordan from Lincoln Capital, LLC.

2. Other Business

Election of Chair and Secretary for the Zoning Board of Appeals.

3. Adjournment

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director Planning & Urban Development



RECEIVED

CITY OF PORTLAND
ZONING BOARD OF APPEALS

Dept. of Building Inspections
City of Portland, Maine

Disability Variance Appeal Application

APPLICANT INFORMATION:

Alpha One Attn: Jill Johanning
NAME
Custom Float & Attn: Candace
Alpha One Scripture
BUSINESS NAME

127 Main Street
ADDRESS
So. Portland, ME 04106
1-800-640-7200

TELEPHONE #

Danice Jacobson
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg: owner, purchaser, etc)

R-3
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

single residential

SUBJECT PROPERTY INFO:

72 Westminster Street
PROPERTY ADDRESS

181-8002 001
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER INFO (If Different):

NAME

ADDRESS

Variance from Section 14: 14-90(d)(2)
4 ft set back (side)

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

The undersigned hereby makes application for an appeal as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

Candace Scripture
SIGNATURE OF APPLICANT

11-12-2014
DATE

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director Planning & Urban Development

Disability Variance Appeal Application

WARNING!!

This application contains health care information and is CONFIDENTIAL, pursuant to 22 M.R.S.A., § 402(3) (Freedom of Access Law).

THE MEDICAL INFORMATION CONTAINED HEREIN MAY NOT BE DISCLOSED TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF THE PATIENT

The Board of Appeals is authorized to grant disability variances by 30-A M.R.S.A., §4-A and Port Municipal Code § 14-473 (c)(2)

1. What is the nature of the disability which supports the request for a variance?

Polymyalgia Rheumatica (PMR)

2. Does the disability constitute a physical or mental handicap as defined by 5 M.R.S.A., §4553?

✓ YES ___ NO

3. Does the person with the disability reside in the dwelling?

✓ YES ___ NO

4. Is the variance which is requested, restricted solely to the installation of equipment, or the construction of structures* necessary for access to or egress from the dwelling by the person with the disability?

✓ YES ___ NO

Conditions

The Board may impose conditions on the variance, including limiting the term of the variance to the duration of the disability or the time that the person with the disability lives in the dwelling.



Powering Independent Living

127 Main Street
Portland, ME 04106
800.640.7200 (v/tty)
207.799.8346 (fax)

February 14, 2014

City of Portland

Zoning Board of Appeals
389 Congress Street - Room 315
Portland, ME 04101

RE: Danice Jacobson, 72 Westminster Ave Disability Variance

Dear Members of the Board:

Please find attached 11 copies of the Disability Variance Appeals Application with supporting documents for the above address. Ms. Jacobson has met the criteria of Alpha One's Critical Access Program and has been approved for installation of a Temporary Critical Access Ramp. Because permanent footings are not involved, our ramps are designed to be easily moved to a client's new residence or removed if no longer needed.

Because the proposed ramp does not meet the ³R-~~8~~ 8 foot side set back requirements, we are asking for a Disability Variance to accommodate our client's safe access in and out of her home.

We were issued a conditional Permit on 2/4/2014, based on the current site access limitations. However, due to strained relations with neighbors located on 68-70 Westminster, the decision was made to postpone installation until an appeal decision has been made.

Alpha One is a nonprofit agency that receives funds from various grant programs to assist disabled individuals to maintain their independence. The City of Portland generously supports our missions with funds from Portland's Community Development Block Grant. We would appreciate an opportunity to wave additional fees in order to ensure that these grant funds are available to help other Portland residents gain safe access to their homes.

We appreciate your review and consideration for this project.

Sincerely,

Jill S. Johannings, AIA
Maine Licensed Architect/Access Specialist
Alpha One

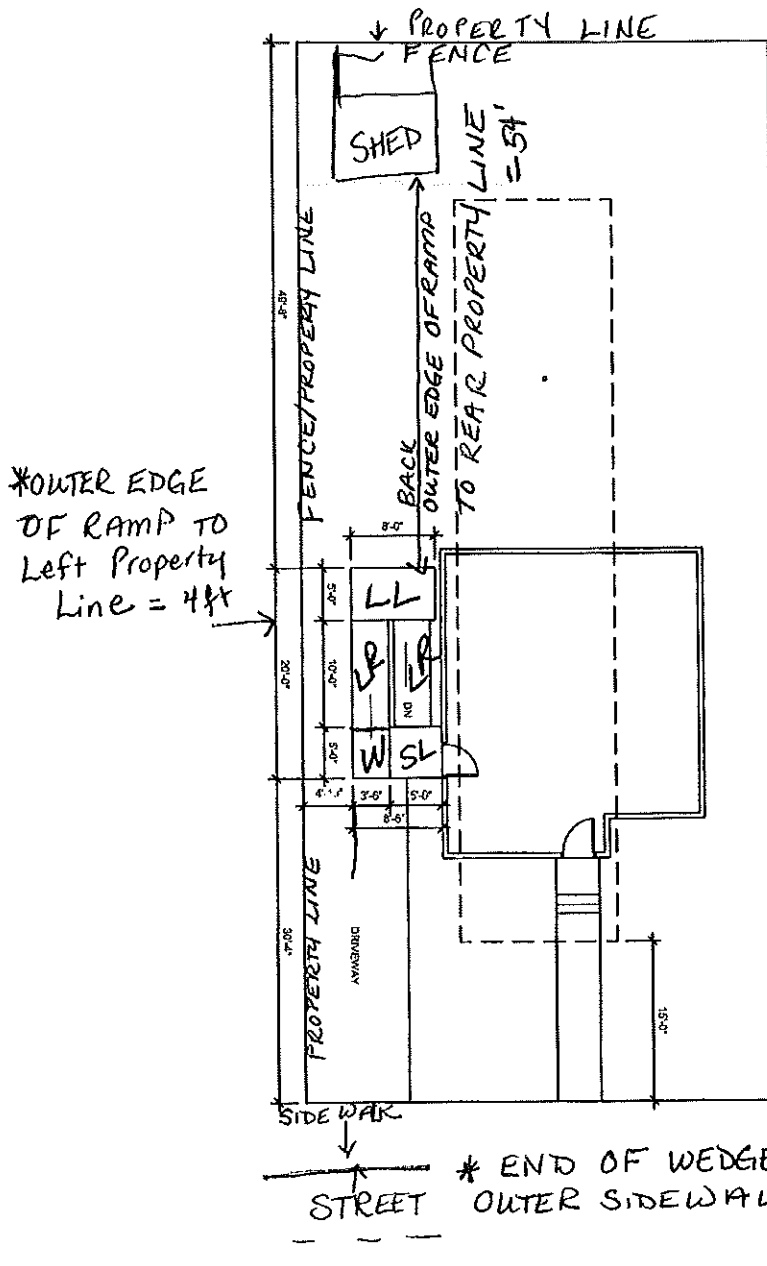
Enclosure

C1 SITE PLAN

CHART # 181

BLOCK # B002

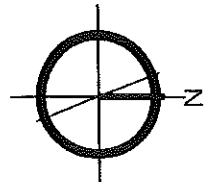
LOT # 1



COMPONENT KEY:

LL = 5x8 Large Landing
LR = 5x10 Long Ramp
SL = 5x5 Small Landing
W = 5x5 WEDGE

RE: 5x38 ADA RAMP



A-1

JACOBSON SITE PLAN
72 WESTMINSTER AVE PORTLAND, ME
PERMIT APPLICATION

DATE : 08.05.14

SCALE 1/16" = 1'-0"



MORTGAGE LOAN INSPECTION

Cumberland Title Company

P.O. Box 4843

Portland, ME 04112

1-207-774-1773

1-207-774-2278 (fax)

CL No.: 012173

Job No.: CTC14-62.

Date: 12/29/97

County: Cumberland

Plan Bk. 00011 Pg. 11

Lot(S): 00042

Scale: 1" = 20'

Borrower(S): Susan M. Clark

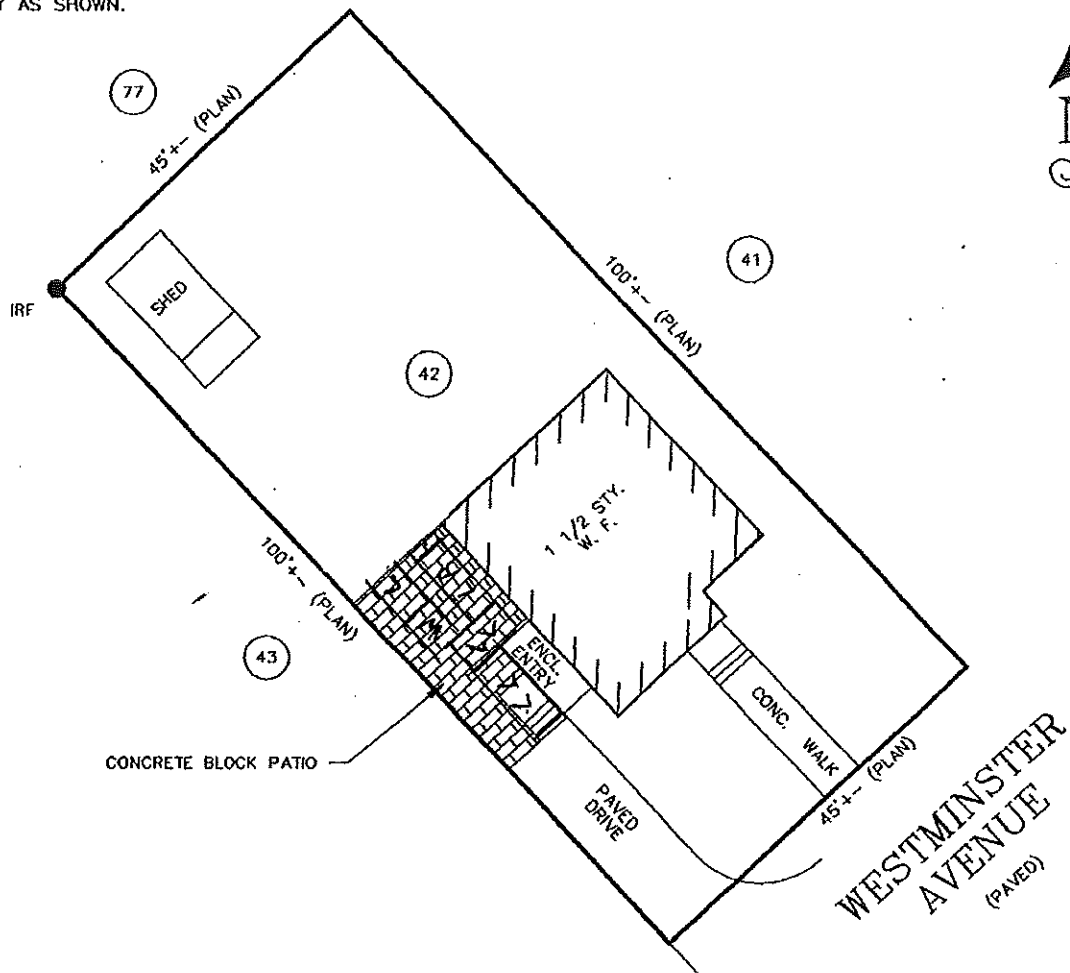
St. No.: 00072

Street: Westminster Ave.

Town: Portland, ME

Source Deed Bk. 13310 Pg. 00189

NOTE: A FULL BOUNDARY SURVEY IS
RECOMMENDED TO VERIFY
BOUNDARY AS SHOWN.

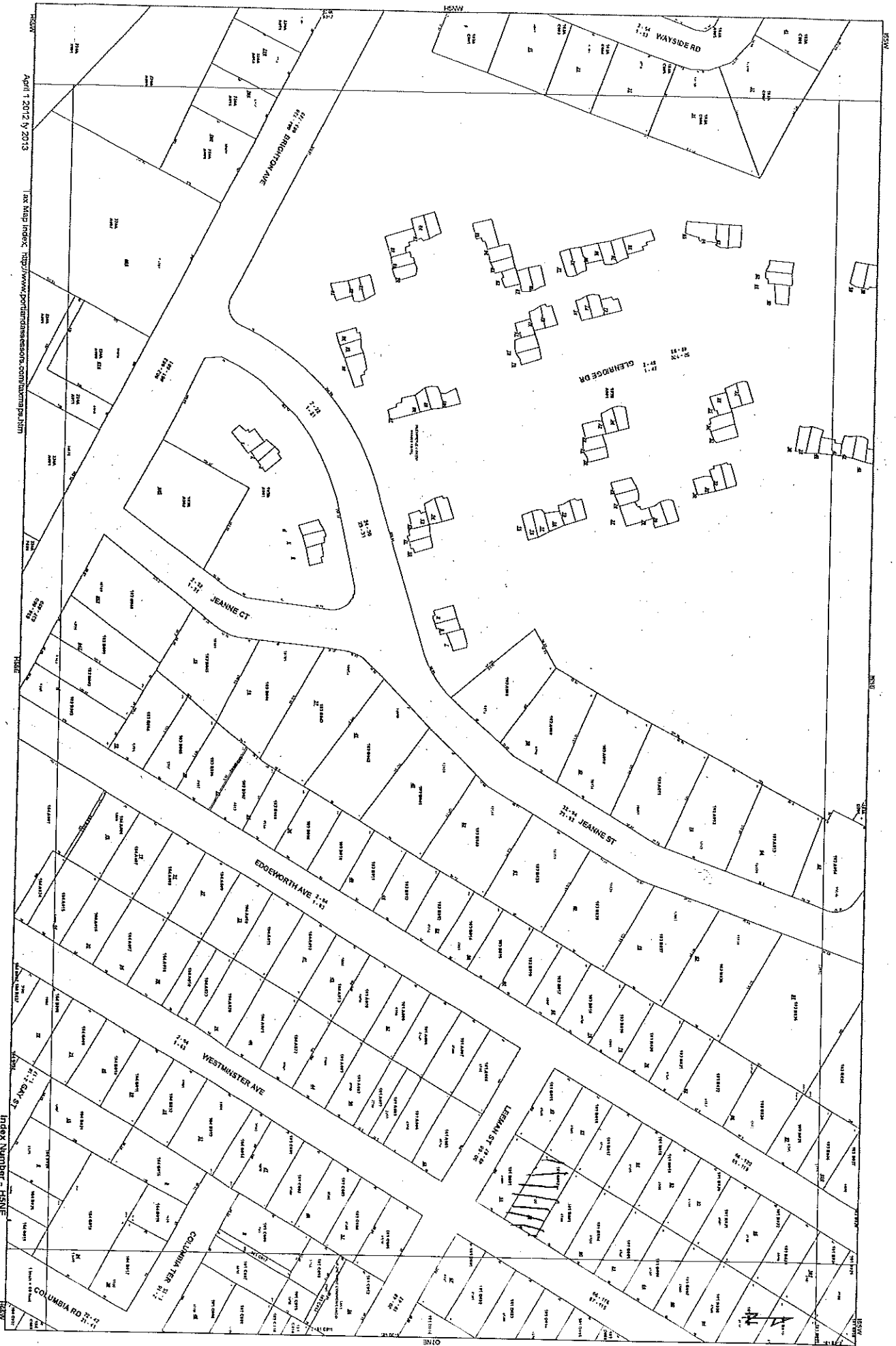


NOTE: THIS IS NOT A BOUNDARY SURVEY. This plan is made for the purposes of determining that the improvements are within the apparent boundary lines. **THE PREPARER IS NOT LIABLE FOR ANY OTHER USE BY ANY OTHER PERSON OR ENTITY.**

CERTIFICATON: I hereby certify to *Peoples Heritage Savings Bank*, and its mortgage title insurer that based upon inspection made with reasonable certainty, that:

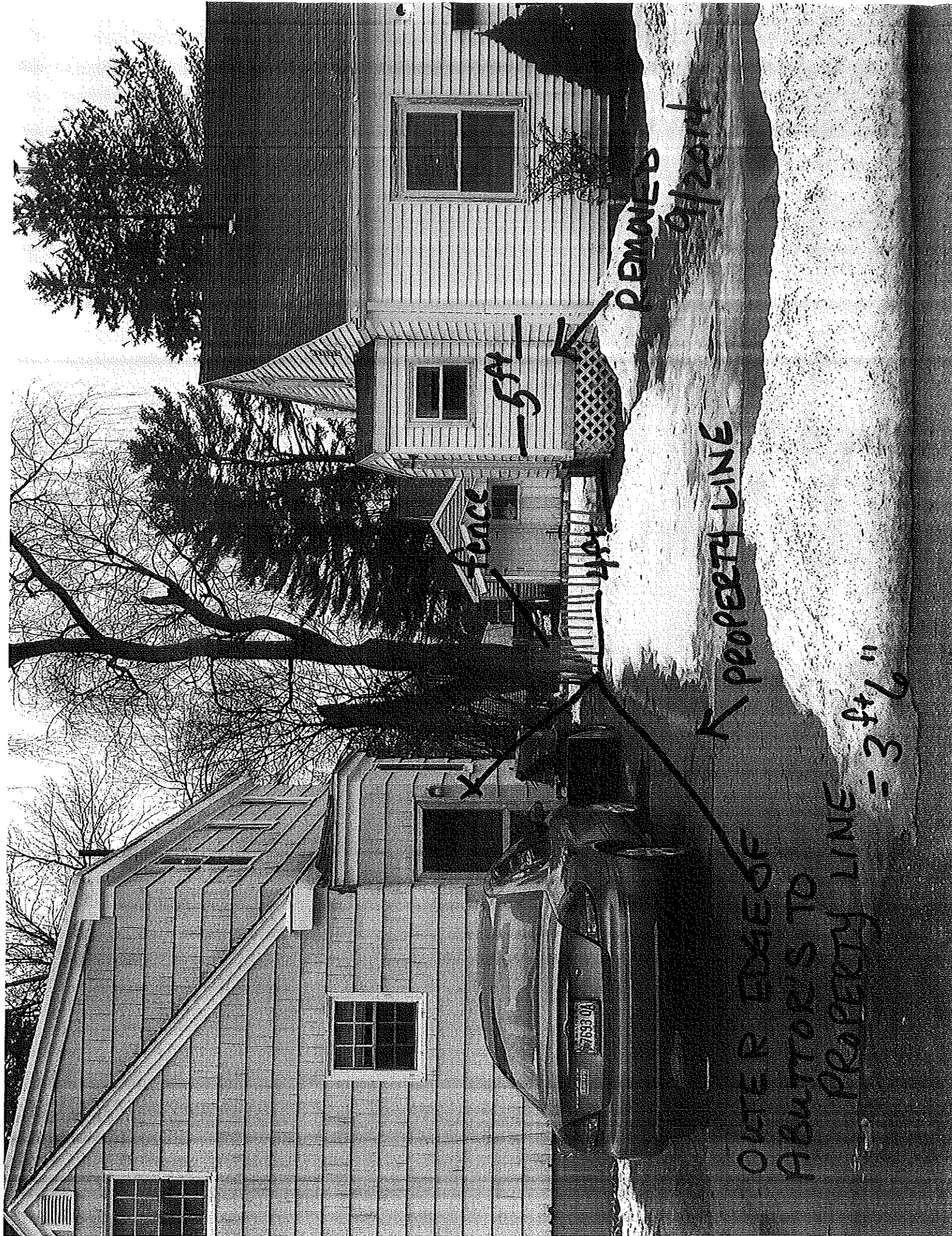
- a) this plan was made from an inspection of the site.
- b) there **ARE NO** apparent violations of municipal ordinances regarding building setbacks in effect at time of construction.
- c) the principal structure(s) located on the premises **ARE NOT** in a flood hazard zone as delineated on the flood maps used by the Federal Emergency Management Agency.

[Handwritten signature]
Cumberland Title Company



April 1 2012 by 2013

Map Map Index: <http://www.portlandoregon.com/MapIndex.htm>





Warranty Deed

COPY

Know All Men By These Presents:

That: Peoples Regional Opportunity Program, a Non-Profit Corporation having a place of business at 510 Cumberland Avenue, Portland, Maine 04101,

For Consideration Paid Grant Unto:

Susan Stacey Clark, a/k/a Susan M. Clark of 61 Deering Street, Apt. D, Portland, Maine 04101,

With Warranty Covenants, the land in Portland, County of Cumberland and State of Maine, to wit:

A certain lot or parcel of land, together with any buildings thereon, located at 72 Westminster Avenue, Portland, in the County of Cumberland and State of Maine, to wit:

Land with any buildings situated on the northwesterly side of Westminster Avenue and being Lot No. 42 as delineated on the Plan of Edgeworth Park, recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 11. The conveyed premises are more particularly described as a lot with dimensions of 45' on Westminster Avenue, and a depth of 100' from Westminster Avenue. The lot conveyed is also bounded westerly by Lot 43, easterly by Lot 41 and northerly by Lot 77, and said lot is more particularly shown on the aforementioned Plan.

BEING the same premises as described in a Quit-Claim Deed, without covenant, from The Maine State Housing Authority to People's Regional Opportunity Housing, dated September 17, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13340, Page 189.

People's Regional Opportunity Program and People's Regional Opportunity Housing are one and the same corporation.

ALL WITNESSES WHEREOF 1 COPIES OF REGIONAL OPPORTUNITY PROGRAM AND
caused this instrument to be signed this 28th day of January,
1998

People's Regional Opportunity Program

Joan M. Gardner.
Witness

By: [Signature]
Name: Robert E. Cain
Title: Administrator of Finance



DOW'S
LAW OFFICE, P.A.
159 MAIN STREET
NORWAY, MAINE

EXHIBIT A

A certain lot or parcel of land, together with any buildings thereon, located at 72 Westminster Avenue, Portland, In the County of Cumberland and State of Maine, to wit:

Land with any buildings situated on the northwesterly side of Westminster Avenue and being Lot No. 42 as delineated on the Plan of Edgeworth Park, recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 11. The conveyed premises are more particularly described as a lot with dimensions of 45' on Westminster Avenue, and a depth of 100' from Westminster Avenue. The lot conveyed is also bounded westerly by Lot 43, easterly by Lot 41 and northerly by Lot 77, and said lot is more particularly shown on the aforementioned Plan.

For Grantor's source of title see deed of Peoples Regional Opportunity Program, also known as Peoples Regional Opportunity Housing, of even or recent date and to be recorded in the Cumberland County Registry of Deeds herewith.

State of Maine
County of ss.
Cumberland

28, January, 1998

Then personally appeared the above named Robert E. Cain
Finance Administrator of said Grantor corporation as aforesaid, and
acknowledged the foregoing instrument to be his free act and deed,
in his said capacity, and the free act and deed of said corporation,

Before me


Notary Public - Attorney at Law

Type or print name: Carla Peterson

CARLA PETERSON

NOTARY PUBLIC, STATE OF MAINE

COMMISSION EXPIRES FEBRUARY 2, 2003

prop1117.dee/wp/nov.97

STATE OF MAINE

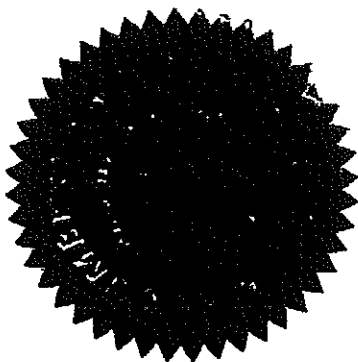
Cumberland COUNTY PROBATE COURT

DOCKET NO. 2003-1440

CERTIFICATE OF CHANGE OF NAME

I, Alfred E. Plombino, Register of Probate
for said County of Cumberland, hereby certify, that at
a Probate Court held at Portland in and for said County,
on the fifth day of December, 2003
the name of Susan Mary Clark
of Portland in said County was changed to Danice Eliza Jacobson
which shall hereafter be her legal name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
the official seal of said Court, this fifth
day of December, 20 03.



Alfred E. Plombino
Register of Probate

A change of name is not a substitute for an adoption and does not grant parental rights and responsibilities to any person who is not already a legal parent of the person whose name is being changed. A change of name does not affect rights of inheritance.

October 29, 2014

Danice E Jacobson

72 Westminster Ave

Portland, ME 04103

Please let this serve as my authorization and request for Jill Johanning, AIA of Alpha One to represent me and my interests regarding the zoning appeal process with the city of Portland, Maine.

Danice E Jacobson



Powering Independent Living

Re: Zoning Board of Appeals Authorization

To whom it may concern:

The Critical Access Ramp program helps people re-gain a basic luxury of being able to simply go in and out of our house whenever we want. The objective of this program is to provide a properly built moveable ramp in an efficient, timely manner that will give me effective access to my home.

I have completed the application process for the Critical Access Ramp program through Alpha One, and by participating in the accessible ramp program I received a moveable ramp built in accordance with the Minnesota Ramp Project design.

I authorize Alpha One to represent me for the Disability Variance Application at the Zoning Board of Appeals on my behalf.

X Danica C. Jacobson 02-04-2014

Danica Jacobson, 72 Westminster Ave Date

Portland, Maine



Yes. Life's good here.

Planning & Urban Development Department

Jeff Levine, AICP, Director
Marge Schmuckal, Zoning Administrator

October 28, 2014

Danice Jacobson
72 Westminister Avenue
Portland, ME 04103

RE: 72 Westminister Avenue – 181 B002 – R-3 Residential Zone – Disability Variance – Permit #2014-02495

Dear Ms. Jacobson,

Custom Float Services has applied for a permit (#2014-02495) to install a temporary ADA Critical Access ramp for you at your property at 72 Westminister Avenue. This property is located in the R-3 residential zone. The required side yard setback is eight (8) feet [section 14-90(d)(3)]. The site plan that was submitted shows the side yard setback from the ramp as four feet. The proposed ramp does not meet the side setback requirement, so you will need to apply for a Disability Variance. Since the ramp has to be installed immediately, I have signed off on the permit, and it has been issued. You will need to apply for a Disability Variance within thirty days of October 28, 2014.

I have enclosed the disability variance application and the information about the appeal process. Please feel free to contact me at 874-8709 if you have any questions. I understand that Candace Scripture from Custom Float Services and Jill Johanning from Alpha One will be assisting you with the application and appeal process.

Yours truly,

A handwritten signature in black ink, appearing to read "A. B. Machado".

Ann B. Machado
Zoning Specialist
(207) 874-8709

Cc. file

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT



This is to certify that

JACOBSON DANICE ELIZA

Located at

72 WESTMINSTER AVE

PERMIT ID: 2014-02495

ISSUE DATE: 10/28/2014

CBL: 181 B002001

has permission to construct a temporary ADA Critical Access Ramp -190 sf - two 5', one 8', and two 10' sections with PT wood built to a 1:12 ratio.

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

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be procured prior to occupancy.

N/A

Fire Official

/s/ Tammy Munson

Building Official

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
THERE IS A PENALTY FOR REMOVING THIS CARD

Approved Property Use - Zoning

Single family

Building Inspections

Fire Department

PERMIT ID: 2014-02495

Located at: 72 WESTMINSTER AVE

CBL: 181 B002001

City of Portland, Maine - Building or Use Permit		Permit No: 2014-02495	Date Applied For: 10/24/2014	CBL: 181 B002001
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716				
Proposed Use: Single-Family Home		Proposed Project Description: construt a temporary ADA Critical Access Ramp -190 sf - two 5', one 8', and two 10' sections with PT wood built to a 1:12 ratio.		
Dept: Zoning	Status: Approved w/Conditions	Reviewer: Ann Machado	Approval Date: 10/28/2014	
Note: R-3 lot size - 4500 front - 25' or average - average is 21.5' - 30.4' given - OK rear - 25' min. - 49.6' given - OK Side - 8' min. - 4' given - will need to apply for a Disability Variance Lot coverage - 35% = 1575 sf - 825 sf (existing) + 190 sf (adding) = 1015 sf - OK		Ok to Issue: ☒		
Conditions:				
1) This permit is being issued with the conditon that the applicant must apply for a Disability within thirty days of the permit being issued. See letter.				
2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.				
3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.				



General Building Permit Application

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

Address/Location of Construction: 72 Westminster Avenue		
Total Square Footage of Proposed Structure:		190 sf (5' x 38')
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 181 B002 001		Applicant Name: Custom Float Services Attn Address PO Box 7302, 38 Union Wharf City, State & Zip Portland, ME 04112 Telephone: 207-653-6059 Email: cscripture@customfloat.com
Lessee/Owner Name : Danice Jacobson (if different than applicant) Address: 72 Westminister Avenue City, State & Zip: Portland, ME 04103 Telephone 207-253-5591 E-mail:		Contractor Name: (if different from Applicant) Address: City, State & Zip: Telephone E-mail: Cost Of Work: \$1450.00 C of O Fee: \$ _____ Historic Rev \$ _____ Total Fees : \$ _____
Current use (i.e. single family) <u>single family</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Temporary ADA Critical Acces Ramp w/no permanent footings; rests on PT pads</u> Is property part of a subdivision? <u> </u> If yes, please name _____ Project description: Temporary ADA ramp consisting of 5, 8 and 10 ft sections with PT wood built to 1:12 ratio.		
Who should we contact when the permit is ready: cscripture@customfloat.com		
Address: PO Box 7302 38 Union Wharf		
City, State & Zip: Portland ME 04112		
E-mail Address: cscripture@customfloat.com		
Telephone: 207-653-6059		

Please submit all of the information outlined on the applicable checklist. Failure to do so causes an automatic permit denial.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at <http://www.portlandmaine.gov/754/Applications-Fees> or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

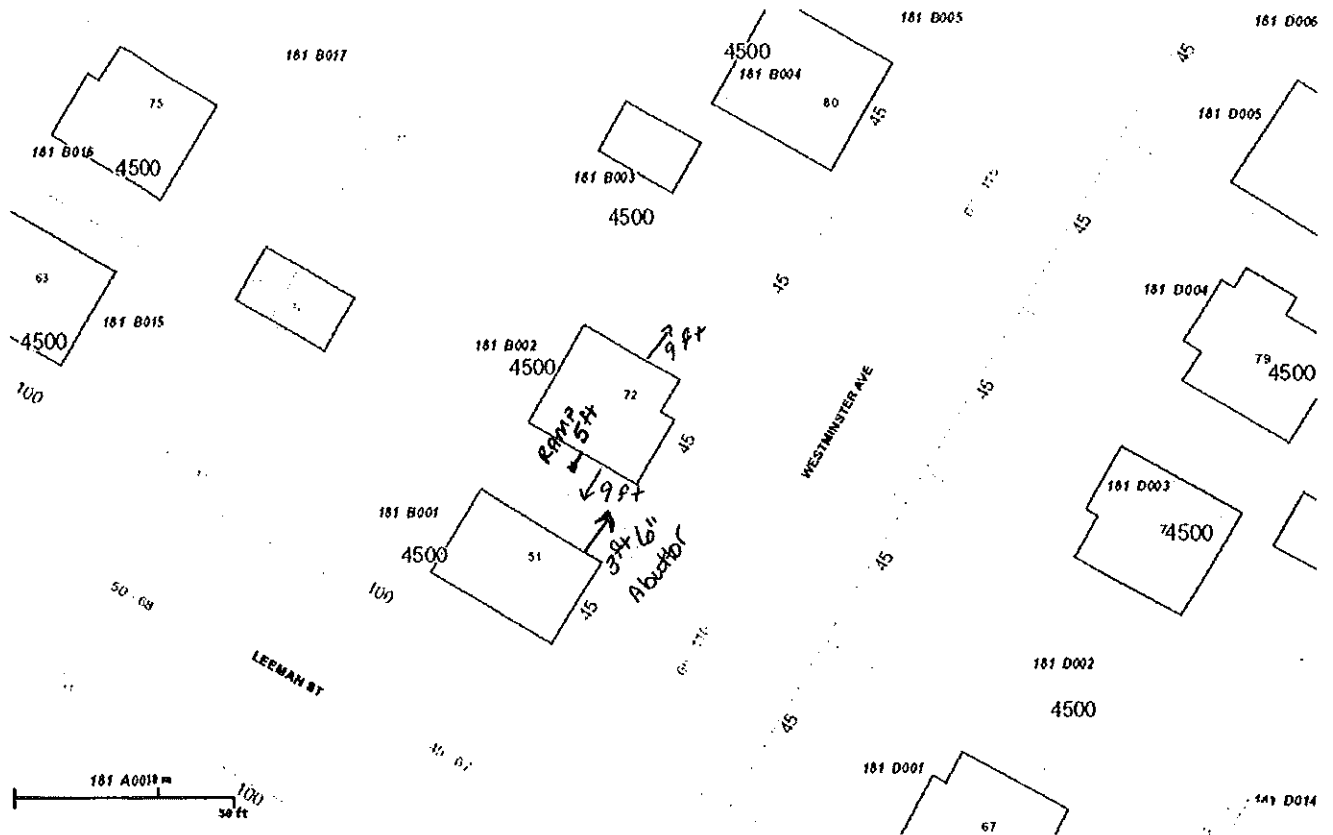
Signature: Danice Jacobson

Date: 10/17/2014

This is not a permit; you may not commence ANY work until the permit is issued.

My Map

G3
City MAP OF PLOTS
72 Westminister Ave



Copyright 2011 Esri. All rights reserved. Sat Feb 8 2014 01:20:21 PM.

G2 Scope of Work

www.alphaonenow.org
CHART # 181
BLOCK # B002
LOT # 1



Powering Independent Living

Critical Access Ramp Program Installation Form

Name: Danice Jacobson Date: 01.14.14
Address: 72 Westminster Ave Male ☐
Portland, ME 04103 Female ☒
County: Cumberland
Phone: (207) 253.5591
E-mail:

Approximate Height To Threshold: 24"

Length Of Ramp Suggested: 25'

Proposed Configuration: switch back

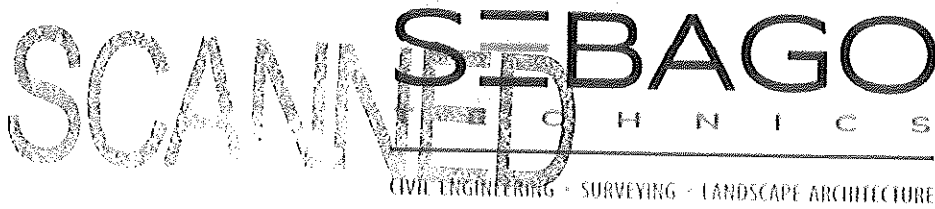
Components Suggested: see attached sketch

Description of Site & Conditions: The lot is very small (45' wide) and the house is only 9 feet from the property line. The existing side door has no exterior stairs, and there appears to be a cross slope at the driveway which abuts to the neighbors driveway (see orange line).

Comments: 08.05.14: The consumer is in process of having the laundry addition removed for installation of the ramp.

ILS: Jill Johanning

Date Submitted: 01.22.14/08.05.14



CONDITIONAL USE APPEAL APPLICATION

To:

**City of Portland
Zoning Board of Appeals**

For:

**Parking Lot Expansion
53 Sewall Street, Portland, Maine**

Prepared for:

**Eyecare Medical Group
53 Sewall Street
Portland, Maine 04102**

Prepared by:

**Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, Maine 04106**

November 2014



December 18, 2014
06267

Zoning Board of Appeals
City of Portland
Inspections Office, Room 315
389 Congress Street
Portland, ME 04101

Application for Conditional Use Appeal
Proposed Parking Lot Expansion

Dear Zoning Board Member:

On behalf of the Eyecare Medical Group, we have prepared this application for Conditional Use Appeal approval for work in the Small Residential (R-5) Zone. The application is for a proposed off-street parking lot expansion at the Eyecare Medical Group, located at 53 Sewall Street in Portland, ME. Small Residential (R-5) zoning standards require Zoning Board of Appeals Conditional Use approval for off-street parking.

Proposed improvements include the construction of twenty-three (23) new parking spaces, associated ditching, one light pole, and an underdrained soil filter to treat stormwater runoff. On November 29th, 2006 the Portland Planning Department and Zoning Board of Appeals granted Site Plan and Conditional Use approval for the construction of a similar parking lot immediately adjacent to the proposed parking lot expansion. The proposed parking lot will be constructed in a similar manner to mainly serve employees. A lease agreement from Central Maine Power Company to Eyecare Medical Group was initiated for the subject lease area, which was identified by both parties to be a suitable location for this type of project.

The project is mainly within the R-5 Zone, however a portion extends into the RP Zone. The City's R-5 Small Residential Zone is intended to achieve an attractive and comfortable neighborhood environment identified in the City's Comprehensive Plan. Areas surrounding the project consist of the 2009 parking expansion and residential area to the north, Eyecare Medical Group facility to the east, CMP owned land and utilities to the south, and undeveloped land along Powsland Street to the west. Overall, 5,526 s.f. of new pavement surface and 4,948 s.f. of new landscaped area will be created, for a total of 10,474 s.f. of developed area.

Parking Demand

The need for expanding the parking capacity stems from operational growth and corresponding demand at the project site. Currently, when parking is unavailable in designated off-street parking areas, Eyecare Medical Group employees and patients park in undesignated parking areas along Hooper Street and within portions of the existing CMP owned area proposed for development. The CMP owned land contains gravel areas that previously served as a material storage and laydown area for the building expansion project in 2013. Currently the laydown area is serving as a vital parking area for employees since onsite parking is at capacity. The proposed 23-space parking lot will provide additional parking for

employees. The proposed parking lot will be a low turnover lot that primarily serves employees. Generally, one way traffic will be promoted with employees parking in the morning and leaving in the afternoon, during normal workday hours (8AM - 5PM). A current parking lot is located next to the proposed lot and serves a similar use that occurs in the same zone.

Stormwater Management Plan:

The proposed stormwater management design exceeds City and Maine DEP Chapter 500 General Standard for treatment requirements. Also, please note that with the removal of an existing underdrained soil filter, the proposed soil filter is sized to treat and detain runoff from the parking area constructed in 2006. With the incorporation of stormwater best management practices (BMPs) and erosion control measures, we do not anticipate detrimental impacts to downstream drainage ways with the development of the parking expansion.

Compact Parking:

The parking lot expansion will include eleven compact spaces. Considering the amount existing parking spaces (83) for the facility and the additional parking spaces as proposed, approximately 20.19% of parking will be compact. The end result is a right-sized parking lot to meet the current needs.

Landscaping:

Landscaping is currently provided as part of the adjacent parking areas and medical facility that immediately abut residential uses. Due to the project location, we have not proposed any site landscaping since the new parking expansion will be located behind the existing medical facility and is immediately bounded by non-residential uses. The proposed parking layout will protect existing landscaping, therefore it will not have a substantial impact on surrounding properties.

Conditional Use Compliance:

The proposed parking expansion will function in a manner consistent with the 2006 parking expansion immediately to the north. The furthest point of the parking lot will be approximately 210 feet westerly of the Eyecare Medical Group principal building at 53 Sewall Street. Furthermore, the off-street parking area will function as an accessory use and generally conform with the provisions of Eyecare Medical Group that acquired a lease agreement with CMP allowing them to construct and ultimately control the parking area. Proposed parking improvements are not expected to adversely impact surrounding uses in the R-5 Zone given that:

1. Per Standard 1 of the application, the vehicular traffic generated, hours of operation, expanse of pavement and number of parking spaces associated with the parking expansion project will not be substantially greater than normal occurrences at surrounding uses in the R-5 Zone. The project is creating 5,526 square feet of pavement for parking which could be considered similar to the amount of pavement required for parking in a planned residential unit or other active and passive noncommercial recreation space. Also, the off-street parking lot will generally be used by employees during normal workday hours), which is a period of time typical to surrounding uses.
2. Per Standard 2, the project is a parking expansion which will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to air, odor, lighting, or

litter. A photometric plan was created showing that illumination levels from the single proposed light pole will be negligible at the property lines. Also, noise, glare, dust, odor and emissions to air generated by the project are expected to be insignificant due to the minor nature of the parking expansion. Sewage disposal is not included as part of the project.

3. Per Standard 3, design and operation of the parking area will have an insignificant impact on surrounding properties because areas immediately to the north and east are currently used by Eyecare Medical Group for employee and patient parking. The off-street parking area will be used for parking only. Existing vegetation will be protected as noted above.

Closure:

Since the proposed parking area is a direct expansion of a similar use, we believe the project will not have a greater impact than those associated with surrounding uses of other allowable uses in the zone. On behalf of Eyecare Medical Group, we look forward to working with the staff to permit this project. As you consider the application, please contact us if you have any questions.

Sincerely,

SEBAGO TECHNICS, INC.



Craig A. Burgess, P.E.
Project Engineer

CAB/llg

Table of Contents

Exhibit 1	Application Form & Checklist
Exhibit 2	USGS Location Map
Exhibit 3	City Assessor's Map
Exhibit 4	Photos of Property
Exhibit 5	Right, Title or Interest
Exhibit 6	Lighting Specifications

Exhibit 1

Application Form & Checklist

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director Planning & Urban Development



CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

attn: Terry Wogan
NAME

Eyecare Medical Group
BUSINESS NAME

53 Sewall Street, Portland, ME 04102
ADDRESS
Work: (207) 828-2020

Fax: (207) 773-7034
TELEPHONE #

Leassee
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg; owner, purchaser, etc)

R-5
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

Cleared gravel area previously used for
material storage and laydown for building
addition.

Subject Property Information

53 Sewall Street
PROPERTY ADDRESS

Map 190, Block H, Lots 24, 25, 26, 27
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)
Central Maine Power Company
NAME

attn: Alice Richards
ADDRESS

70 Farm View Drive, New Gloucester, ME
04260

CONDITIONAL USE AUTHORIZED BY
SECTION 14 - 118-C.1

TYPE OF CONDITIONAL USE
PROPOSED:
Off-street parking of passenger cars.
Board of appeals may authorize
parking in certain residential zones.

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. *The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and*
2. *The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and*
3. *The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.*

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

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

[Signature]
SIGNATURE OF APPLICANT

10-20-14
DATE

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning & Urban Development



CITY OF PORTLAND **APPLICATION PROCESS FOR THE ZONING BOARD OF APPEALS**

Eleven (11) separate packets of the following **MUST** be submitted to hold a place on the agenda:

- X 1. Copy of Appeal application
- X 2. Cover Letter addressed to the **Zoning Board of Appeals** stating what you want to do.
- X 3. A PLOT PLAN showing the site and location of all structures, existing and proposed, in relation to the lot lines AND, if applicable, indicating parking. Lot size and setback dimensions must be shown.
- N/A 4. Floor plan, if applicable, showing dimensions of existing and proposed rooms and/or structures.
- X 5. Copy of the tax map (obtained in the Assessor's Office) with the property highlighted.
- X 6. Photos of the property
- X 7. Deed, sales agreement, lease or intent to lease.
- X 8. Owner, lessee, prospective purchase or legal representation, must sign the application.
- N/A 9. A letter from the property owner, giving permission to the applicant to represent the property, if applicable.
- X 10. All plans must also be folded neatly with each packet and banded.

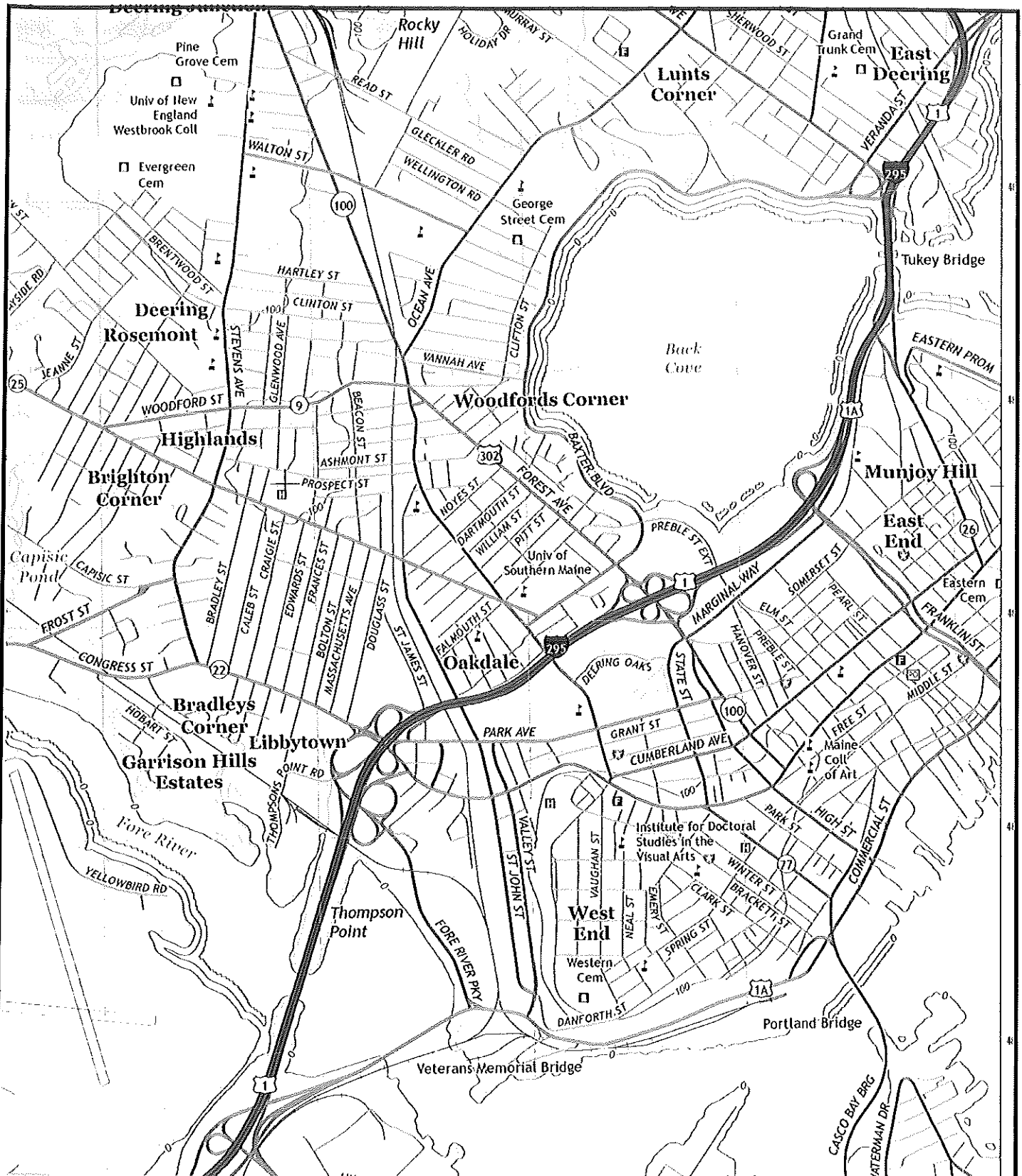
If additional information is needed to complete the packet for the ZBA, you will be notified. Please make sure you include a contact phone number on your cover letter. If we cannot contact you, the item will be tabled until the next regular meeting.

The application fee is \$100.00 to appear before the ZBA. ***This fee is nonrefundable.*** Please note that the applicant is also responsible for the \$50.00 processing fee, the cost of the legal ad in the Portland Press Herald, and the cost of sending abutters notification within 500' of the subject property. ***The City of Portland will bill you for the processing fee, legal ad, and abutter's notification.***

You may apply for an appeal/permit at City Hall, Room 315. If you choose to file on the deadline date, please note that applications are accepted **ONLY** until noon. ***You will be sent a letter confirming the time and date of the meeting along with an agenda.***

Exhibit 2

USGS Location Map



SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite 1A South Portland, ME 04106 (207) 200-2100
250 Goddard Rd. - Suite B Lewiston, ME 04240 (207) 783-5656

SITE LOCATION MAP PROPOSED PARKING LOT EXPANSION

LOCATION:

53 SEWALL STREET PORTLAND, ME

FOR:

EYE CARE MEDICAL GROUP

SCALE: 1"=2000'

DATE: 11/06/14

SHEET:

1 OF 1

Exhibit 3

City Assessor's Map

Exhibit 4

Photos of Property



PHOTOGRAPH #1: Existing and proposed parking lots, as seen from tax map lots 24 & 25



PHOTOGRAPH #2: Location of proposed parking lot addition, tax map lot 26 & 27

SEBAGO
TECHNICS

LAND ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

75 John Roberts Road, Suite 1A
South Portland, ME 04106-6963
Tel. (207) 200.2100

Parking Lot Expansion

LOCATION: 53 Sewall Street
Portland, ME

APPLICANT:
Eyecare Medical Group

SCALE: None

DATE: 11/03/14

SHEET:
1



PHOTOGRAPH #3: Underdrained soil filter currently treating the parking lot constructed in 2006



PHOTOGRAPH #4: Back side of parking lot constructed in 2006 & adjacent to Powsland Street

SEBAGO
TECHNICS

HYDROLOGICAL ENGINEERING • LANDSCAPE ARCHITECTURE

75 John Roberts Road, Suite 1A
South Portland, ME 04106-6963
Tel. (207) 200.2100

Parking Lot Expansion

LOCATION: 53 Sewall Street
Portland, ME

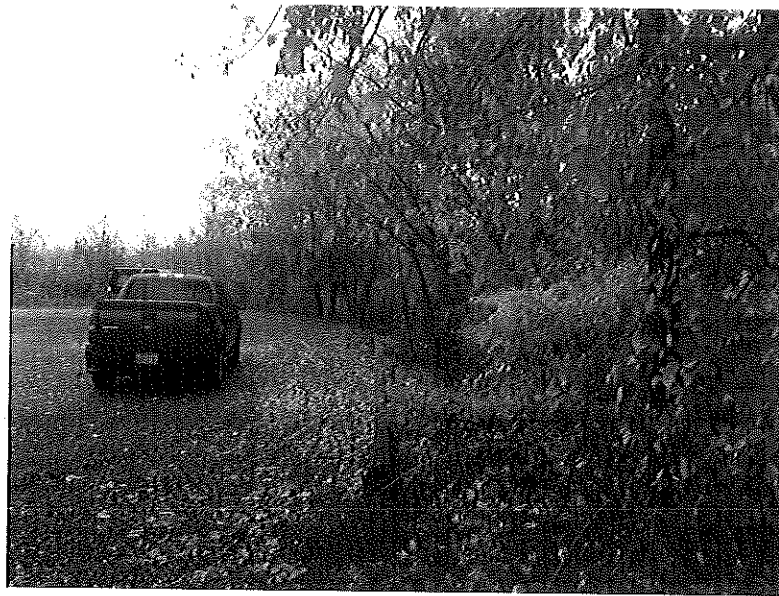
APPLICANT:
Eyecare Medical group

SCALE: None

DATE: 11/03/14

SHEET:

2



PHOTOGRAPH #5: Back side of proposed parking lot, adjacent to Powsland Street

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SEBAGO
TECHNICS

AN ENGINEERING CONSULTING FIRM INCORPORATED IN ME

75 John Roberts Road, Suite 1A
South Portland, ME 04106-6963
Tel. (207) 200.2100

Parking Lot Expansion

LOCATION: 53 Sewall Street
Portland, ME

APPLICANT:
Eyecare Medical Group

SCALE: None

DATE: 11/03/14

SHEET:
3

Exhibit 5

Right, Title or Interest

LEASE AGREEMENT

THIS LEASE is effective this 9th day of Sept, 2013 by and between **Central Maine Power Company**, a Maine corporation having a place of business at 83 Edison Drive, Augusta, Maine 04336 (hereinafter called "Landlord"), and **Eyecare Medical Group** with a principal place of business at 53 Sewall Street, Portland, Maine 04102-2692 (hereinafter called "Tenant").

Section One Premises

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease, a certain lot or parcel of land situated on the westerly side of Hooper Street and adjacent to Landlord's Sewall Street Substation located in the City of Portland, Cumberland County, Maine being a portion of Landlord's property identified by the Portland Tax Assessor as Lots H026 and H027 of Map 190, and described as lots 73 and 74 in a deed from Myers and Mahoney Plumbing Company to Cumberland County Power and Light Company dated May 21, 1930 and recorded in the Cumberland County Registry of Deeds in Book 1347, Page 143. Said portion shown on Exhibit A (herein referred to as the "Premises") attached hereto and made a part hereof.

Section Two Term

(a) The Initial Term of this Lease shall be for a period of five (5) years commencing on September 9, 2013 and ending on September 8, 2018.

(b) Provided that Tenant is not then in default, this Lease may be renewed, at Tenant's option, for two (2) renewal terms of five (5) years, exercisable by notice to the Landlord in writing delivered at least six (6) months before the commencement of each said renewal term. The terms and conditions of such renewal term shall be those provided in this Lease except that Tenant shall have no further right to extend beyond the expiration of said renewal term.

Section Three Rent

Annual rent for the initial term of this Lease shall be Five Thousand Dollars (\$5,000) payable by the Tenant to the Landlord in quarterly payments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) due in advance on the 1st day of January, April, July, October of each and every year. On the anniversary of the first quarterly payment due date which falls after the effective date of the initial term of this agreement and each year after that annual rent shall be increased 2% over the rent for the prior year.

all costs, expenses and reasonable attorneys' fees that may be expended or incurred by Landlord in successfully enforcing the terms of this Lease. Notwithstanding any other provision of this Lease, the provisions of this Section shall survive expiration or earlier termination of this Lease.

Section Twelve Insurance

(a) Tenant covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Lease for the mutual benefit of Landlord and Tenant, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Premises or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$25,000.00) deductible.

(b) All insurance required under this Section shall name the Landlord as an additional insured and be issued by insurers rated B+13 by the latest Best's rating guide. Tenant shall provide Landlord with a Certificate of Insurance prior to the commencement of this Lease. Such Certificate shall state that no material change or cancellation of the insurance coverage can be effective unless and until ten (10) days prior written notice has been given to Landlord. Tenant will maintain in force a Worker's Compensation policy that, at a minimum, meets state and federal requirements. Should any policy be canceled during the term of this Lease and Tenant fails to immediately procure equivalent insurance, Landlord shall have the right, at its option but without any duty to do so, to: (i) cancel this Lease as of the lapse of the policy; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Tenant shall repay to Landlord any such premiums and/or fees paid by Landlord together with interest from the time of payment until repaid by Tenant. Said premiums and/or fees shall be repaid to Landlord on demand as additional rent, and, without limiting Landlord's remedies, Tenant's failure to repay the same shall constitute a default under this Lease.

(c) Nothing contained in this Section shall diminish Tenant's obligations as provided elsewhere herein.

Section Thirteen Destruction/Eminent Domain

(a) If the whole of the Premises shall be damaged or destroyed by fire, flood or other casualty or be taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, or in the event of any other taking, purchase or casualty (hereinafter collectively "taking") which renders the remaining portion of the Premises not so taken not reasonably useable for the purposes for which the Premises were being used by Tenant just prior to such taking, then either party shall have the right, but not the obligation to terminate this Lease by giving written notice of such termination to the other party within thirty (30) days after the date of such taking, and upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as

the expiration date of the term of this Lease. In the event the Lease shall be so terminated, neither party shall have any further rights or liabilities hereunder, whether for the unexpired portion of this Lease or otherwise, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such date of termination except as provided in the "Release/Indemnification" Section herein.

(b) Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its improvements to the Premises or leasehold estate.

(c) In the event of a taking not resulting in the termination of this Lease pursuant to the provisions of this Section, this Lease shall continue in full force and effect and a proportion of the annual rent equal to the proportionate decrease in the value of the Premises as a result of such partial taking shall be abated, effective from the date of taking; provided that if the Landlord receives no award for the part so taken, then there shall be no abatement in rent.

(d) Tenant covenants that it will give notice to Landlord of any damage or casualty occurring in, on or about the Leased Premises within twenty-four (24) hours after Tenant has knowledge of the occurrence of such accident or damage.

(e) In the event of a taking (including a casualty), Landlord shall be under no obligation to repair, rebuild, or recreate any affected portion of the Premises.

Section Fourteen Quiet Enjoyment

Tenant, upon paying the basic rent, additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord.

Section Fifteen Defaults

The following events shall be deemed to be events of default under this Lease:

(a) Tenant shall fail to pay when due any sum of money due to be paid to Landlord, whether such sum be rent, additional rent, or any other payment or reimbursement Tenant is obligated to pay to Landlord, and such failure shall continue for a period of ten (10) business days from the date of written notice thereof to Tenant;

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than defaults addressed in subsection 15(a) above, and shall not cure such failure within thirty (30) calendar days (or forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant;

(c) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for thirty (30) calendar days after written notice thereof to Tenant;

(d) Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof except that Tenant shall not be in default unless and until it shall discontinue rent payments;

(e) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) calendar days from the date of entry thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) calendar days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

Section Sixteen Landlord's Remedies

Upon the occurrence of any of such events of default as described in the "Default" Section of this Lease, Landlord shall have the option to pursue any one or more of the following remedies by written notice, in addition to other remedies provided in this Lease or at law or in equity:

(a) Landlord may, at its option, terminate this Lease or terminate Tenant's right of possession only without terminating the Lease, and in the event Landlord elects to terminate this Lease as provided herein, Tenant shall not object to or in any way contest such termination;

(b) Landlord may re-enter the Premises immediately and remove property and personnel of Tenant, its successors or assigns or others using the Premises by permission of Tenant, its successors or assigns; repossess the Premises; store the property in a public warehouse or at a place selected by Landlord; all at the expense of Tenant and all without process of law, and without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, or liable for any damage resulting therefrom; or

(c) Landlord may recover from Tenant all damages proximately resulting from the breach, which damages shall be deemed to include without limitation, damages to the Premises, and the cost of recovering the Premises, which sum shall be immediately due Landlord from Tenant. Tenant shall pay Landlord's reasonable attorney's fees for the service of Landlord's attorney in any action filed to enforce obligations under this Lease unless Tenant prevails by a final judgment and any appeal.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or provided by law or at equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises except an agreement to terminate this Lease or accept a surrender of said Premises in writing signed by Landlord. Landlord's acceptance of any payment after the occurrence of an event of default shall not be deemed as an accord, satisfaction, compromise or waiver of such default. Forbearance by Landlord in enforcing any remedy provided herein shall not be considered a waiver of such default or of Landlord's right to enforce any remedies with respect to such default. If, on account of any default beyond the period of time for cure by Tenant under the Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning, or to enforce or defend, any of Landlord's rights or remedies, Tenant agrees to pay all attorney's fees incurred by Landlord.

Section Seventeen Assignment and Subletting

(a) Tenant shall not assign, except to an affiliate of tenant, all or any part of this Lease or convey, mortgage, pledge, encumber or otherwise transfer any interest under this Lease, or permit the use or occupancy of the Premises, except to an affiliate of Tenant, unless it shall have first obtained the written consent of Landlord, which consent may not be unreasonably withheld.

(b) Within five (5) days of the execution by Tenant of any permitted assignment, sublease or other transfer, Tenant shall deliver to Landlord an executed copy thereof which, in the case of an assignment, shall contain, in a form acceptable to Landlord, a covenant on the part of the assignee to assume all the obligations of Tenant hereunder. Any such sublease shall contain a provision that is subject to all of the terms, covenants and conditions of this Lease. Tenant agrees to pay to Landlord, on demand, any reasonable costs, including attorney's fees, incurred by Landlord in connection with any request made by Tenant pursuant to this Section.

Failure of a subtenant to comply with the terms and conditions set forth for Tenant's use of the Premises shall be considered a default on the part of the Tenant. Upon cancellation, termination or expiration of this Lease, Tenant's subtenants shall become tenant(s)-at-will of the Landlord.

(c) Despite any permitted assignment, subletting or other transfer, Tenant shall not be relieved of its obligations under this Lease but shall continue to remain primarily liable hereunder and shall not be relieved of such liability by an extension of time or other indulgence granted by Landlord to any transferee, assignee or sublessee or by failure of Tenant to receive notice thereof and Tenant hereby waives all suretyship defenses.

Section Eighteen Force Majeure

In any case where either party hereto is required to do any act (except for the payment of rent, additional rent and other charges by Tenant), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time". In the event of such force majeure, the party requiring delay shall use its best efforts to minimize the extent of the delay.

Section Nineteen Holding Over

In the event that Tenant shall continue to occupy the Premises after receipt of a notice to quit, after the expiration or termination of the term hereof, such occupancy shall not be deemed to extend or renew this Lease, but such occupancy shall continue as a tenancy-at-will from month-to-month upon the covenants, provisions and conditions herein contained at a rental equal to (one and one half) the rental in effect during the last year of the term hereof, prorated and payable for the period of such occupancy. This Section shall not be construed as giving Tenant any right to hold-over after the expiration of the term thereof except as is otherwise expressly provided in this Lease.

Section Twenty Waivers

Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require the consent or approval of Landlord, Landlord's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any

subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

Section Twenty-One Notices

All notices and other communications authorized or required hereunder shall be in writing and shall be personally delivered or sent by certified mail or registered mail, return receipt requested, postage prepaid or by facsimile (with oral confirmation if sent by facsimile transmission). Facsimile transmissions sent to Landlord shall be sent to the Lease Manager or another authorized real estate agent of Landlord. Any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. Notices to the Tenant shall be mailed to the address in the first paragraph of this Lease. Notices to the Landlord shall be mailed to Landlord, Central Maine Power Company at 83 Edison Drive, Augusta, Maine 04336, Attention: Manager, Real Estate Services. Either party may change an address set forth in this Section by providing written notice of such change to the other; such change to be effective five (5) business days after receipt.

Section Twenty-Two Invalidity of Particular Provisions

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section Twenty-Three Interpretation; Parties

Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in this Lease, and, in the event of any transfer of Landlord's interest in this Lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, provided that from and after transfer the transferee shall assume and be liable for the performance and observance of said agreements and conditions.

Section Twenty-Four Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section Twenty-Five Estoppel Certificates

The Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Tenant, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Premises, or by any other properly interested party.

Section Twenty-Six Limitation of Liability

Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being agreed that Landlord is not corporately liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain any injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the corporate liability of Landlord.

Twenty-Seven Termination

Upon expiration, or termination of this Lease, Tenant shall quit and peacefully surrender the Premises and improvements thereon, as improved during the term of this Lease, except for ordinary wear and tear. At termination, title to all improvements constructed on the premises by Tenant and not removed by Tenant prior to termination, shall transfer to Landlord, at Landlord's option, without additional consideration. Tenant may not remove pavement or fixtures installed on the premises without Landlord's prior written consent.

**Section Twenty-Eight
Successors and Assigns**

The obligation of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease, for the parties, under seal, as of the day and year first above written.

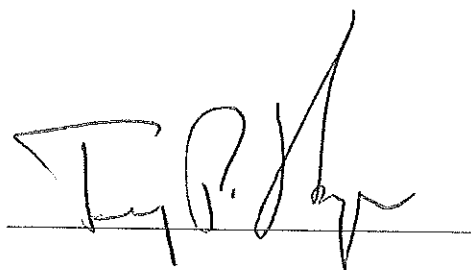
WITNESSES

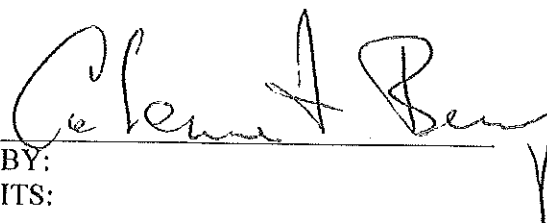
**LANDLORD
CENTRAL MAINE POWER COMPANY**

BY: Alice Richards
ITS: Supervisor, Real Estate Services

**TENANT
Eyecare Medical Group**

BY:
ITS:





LEASE AREA

TAX MAP 190 LOTS H026 AND H027 (93'x100' LOT) FOR 20 PARKING SPACES

ST. JAMES ST.

ST. JAMES ST. EXT.

LOT 10

LOT 11

LOT 12

LOT 13

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LOT 372

LOT 37

Lease Area=Tax Map 190 Lots H026 and H027 (93'x100' lot) for 20 Parking Spaces

GOVERNOR'S DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the STATE OF MAINE, acting by and through its Governor, on recommendation of the Commissioner of its DEPARTMENT OF TRANSPORTATION, under and pursuant to the provisions of 23 M.R.S.A., Section 61, for consideration, the sufficiency of which is hereby acknowledged, RELEASES to EYE VENTURE ASSOCIATES, LLP a Maine limited liability partnership with a contact partner address at 53 Sewall Street, Portland, Maine, its successors and assigns, forever, all its right, title and interest in and to a certain lot or parcel of land situated on the easterly side of Powsland Street, so-called, in Portland, County of Cumberland and State of Maine, and being as shown on a Right-of-way Map for State Highway "295", Portland, Cumberland County, Federal Aid Project No. I-295-3(24), Temporary Road, File Number 3-185, Sheet 42 of 73 Sheets, dated November 1968, bounded and described as follows:

BEGINNING at a point on the easterly line of Powsland Street, so called, about two hundred four (204) feet northerly from the northerly line of Portland Terminal Co., as measured along the easterly line of Powsland Street;

THENCE northerly along the easterly line of Powsland Street one hundred (100) feet to land now or formerly of Louis P. Conley et. al.;

THENCE easterly along land of said Conley one hundred (100) feet to land now or formerly of Portland Terminal Co.;

THENCE southerly along land of said Portland Terminal Co. one hundred (100) feet to land now or formerly of Central Maine Power Co.;

THENCE westerly along land of said Central Maine Power Co. one hundred (100) feet to the POINT OF BEGINNING, and containing about ten thousand square feet, more or less (10,000 sq. ft ±).

SUBJECT TO all utility easements and installations located on the above described premises, including those shown on the herein referred to Right-of-way Map, and to those rights which any utility enjoys over the subject premises for maintenance, location or relocation of poles and other installations.

BEING the same premises acquired by the State of Maine from Arthur John Gallant and Viola M. Gallant by warranty deed dated December 15, 1972 and recorded December 20, 1972 at the Cumberland County Registry of Deeds in Volume 3341 at Page 52.

THE STATE OF MAINE makes no representations or warranties with respect to the premises hereby conveyed. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the premises or any portion thereof for any particular purposes; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; status of title to or rights within that area lying between the high and low water marks; or the existence, status, or condition of access to, or public utilities serving the premises. Any subsequent use of, improvement to, or construction on the parcel shall be subject to all applicable laws, regulations, ordinances, and permitting requirements.

IN WITNESS WHEREOF, I, John E. Baldacci, Governor of the State of Maine,
have caused the name and Great Seal of the State of Maine to be hereunto
affixed this 18th day of June in the
year two thousand six.

STATE OF MAINE

By: John E. Baldacci, Governor
John E. Baldacci



Affixed by:

[Signature]
Secretary of State

STATE OF MAINE
Kennebec, ss.

June 1, 2006

Personally appeared the above-named, John E. Baldacci, Governor of the State of Maine
and acknowledged the foregoing instrument to be his free act and deed in his said capacity
and the free act and deed of the State of Maine.

Before me,

Rosemarie D. Smith
Notary Public/Attorney at Law

Print Name:

ROSEMARIE D. SMITH

My commission expires

Notary Public, Maine
My Commission Expires January 6, 2009

28966

Know All Men by These Presents, That We, Arthur John Gallant and Viola M. Gallant, both of Portland, County of Cumberland and State of Maine,

in consideration of ONE DOLLAR and other valuable considerations paid by the State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said State of Maine, its successors and assigns forever, the following described lot or parcel of land ~~thence~~ with buildings situated in Portland, County of Cumberland and State of Maine, bounded and described as follows, to wit:

Beginning at a point on the present easterly line of Fowland Street, so-called, about two hundred four (204) feet northerly from the intersection of the easterly line of Portland Street and the northerly line of Portland Terminal Co.;

Thence northerly along the easterly line of Fowland Street one hundred (100) feet to land now or formerly of Louis P. Conley et al;

Thence easterly along land now or formerly of said Conley et al one hundred (100) feet to land now or formerly of Portland Terminal Co.;

Thence southerly along land now or formerly of said Portland Terminal Co. one hundred (100) feet to land now or formerly of Central Maine Power Co.;

Thence westerly along land now or formerly of said Central Maine Power Co. one hundred (100) feet to the point of beginning.

Said lot or parcel of land contains about 10,000 square feet.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein as joint tenants by Warranty Deed of Ashley L. and Vera D. Jordan dated October 30, 1950 and recorded in the Cumberland County Registry of Deeds, Book 2024, Page 42.

Being lots 76 and 77 as shown on a plan of land of Martin Curran, Jr. which plan is recorded in the Cumberland County Registry of Deeds, Plan Book 9, Page 121.

TO HAVE AND TO HOLD the aforementioned premises, with all the privileges and appurtenances thereof, to the said State of Maine, its successors and assigns forever. AND we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantee and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Arthur John Gallant and Viola M. Gallant, husband and wife,

have hereunto set hands and seals, this 25th day of December in the year of our Lord one thousand nine hundred and seventy-two.

SIGNED, SEALED and DELIVERED
In the presence of

[Signature]
TO *[Signature]*

Arthur J. Gallant
Viola M. Gallant

STATE OF MAINE, COUNTY of Cumberland:

Personally appeared the above named Arthur John Gallant and acknowledged the above instrument to be his free act and deed.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 2 H 054 P M. and recorded in DEC 20 1972
BOOK 3341 PAGE 32

Before me,

[Signature]
Justice of Peace.

Register

Exhibit 6

Lighting Specifications

TYPE:

CATALOG #:

McGraw-Edison®

DESCRIPTION

The McGraw-Edison Concourse III is the most versatile, functionally designed, universally adaptable outdoor lighting luminaire available. Through a variety of mounting styles, it offers a family of low profile sharp-cutoff luminaires that make optimum use of today's high output HID sources.

APPLICATION

Enhancing natural landscapes as well as cityscapes, the Concourse III brings outstanding performance and style to walkways, parking lots, roadways, loading docks, building areas, and any security lighting application. U.L. listed and CSA certified for wet locations.

SPECIFICATION FEATURES

A...Latches

Two spring-steel quick release latches on housing for toolless entry.

B...Socket

Porcelain mogul-base screw shell type lamp socket with spring-loaded center contact.

C...Housing

One-piece, die-cast aluminum housing features aesthetically pleasing soft-corner design.

D...Gasketing

Closed cell gas-filled high temperature silicone gasketing completely seals optical system from dirt, bugs or other foreign material.

E...Lens

Thermal shock- and impact-resistant clear tempered glass.

F...Optics

Optional high efficiency segmented or hydroformed reflectors available in a range of distributions. Reflector modules attach to the housing. All reflectors are field rotatable in 90° increments.⁽¹⁾

G...Mounting

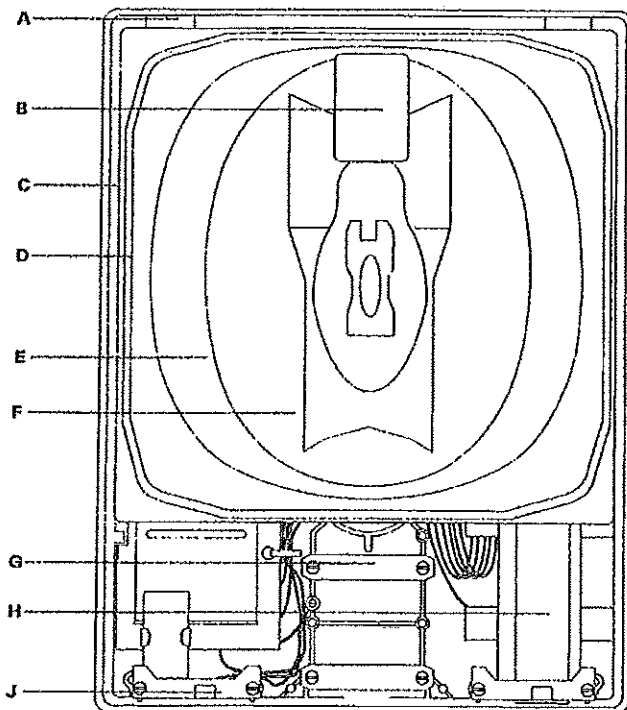
Universal mounting clamp concealed in housing fits 1 1/2" to 2 3/8" O.D. horizontal tenons without adapters. Provides a +5° vertical leveling adjustment.

H...Ballast

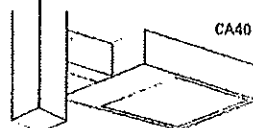
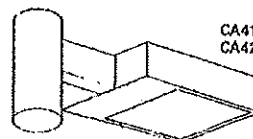
Easily removable high power factor HID multi-tap ballast is standard.

J...Hinges

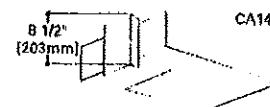
Integral hinges prevent door rocking and optimize sealing capabilities.



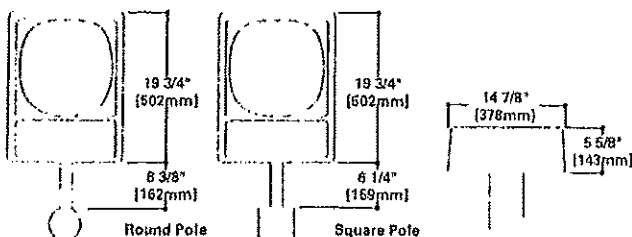
DIRECT ARM MOUNTINGS



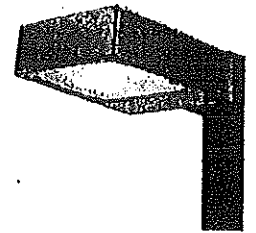
WALL MOUNT ADAPTER



DIMENSIONS



COOPER LIGHTING



CAL
CONCOURSE III

70 - 400 W

**High Pressure Sodium
Metal Halide**

**ARCHITECTURAL
AREA LUMINAIRE**



Change

ENERGY DATA

Hi-Reactance Ballast Input Watts

70W HPS HPF (95 Watts)

70W MH HPF (94 Watts)

100W HPS HPF (130 Watts)

100W MH HPF (129 Watts)

CWA Ballast Input Watts

150W MH HPF (210 Watts)

175W MH HPF (210 Watts)

260W HPS HPF (300 Watts)

260W MH HPF (295 Watts)

400W HPS HPF (455 Watts)

400W MH HPF (455 Watts)

EPA

Effective Projected Area: 0.9

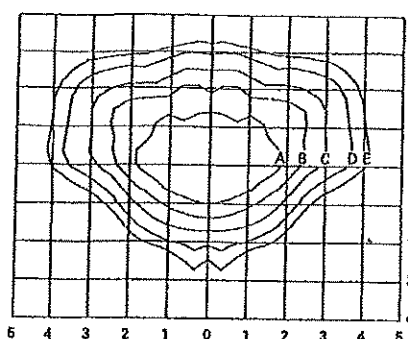
SHIPPING DATA

Approximate Net Weight:

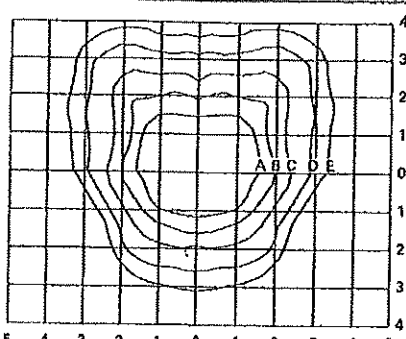
39 lbs. (18 kgs.)

ADR041183

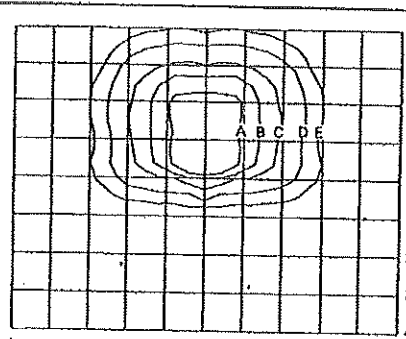
PHOTOMETRICS



CAL-400-MH-MT-3S
400-Watt MH Type III Segmented
40,000-Lumen Clear Lamp



CAL-400-MH-MT-4S
400-Watt MH Type IV Segmented
40,000-Lumen Clear Lamp



CAL-400-MH-MT-SL
400-Watt MH Forward Throw Spill Light Eliminator
40,000-Lumen Clear Lamp

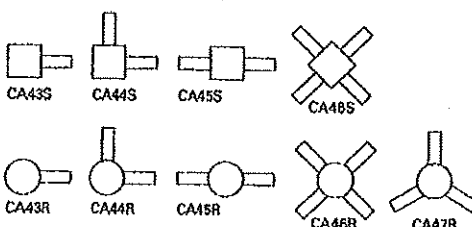
Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line. Distance in units of mounting height.

Mounting Height	Footcandle Values for Isofootcandle Lines				
	A	B	C	D	E
20'	3.00	1.50	0.75	0.30	0.16
25'	2.00	1.00	0.50	0.20	0.10
30'	1.38	0.69	0.34	0.13	0.08

Top Mounting for Square and Round Poles (order separately)

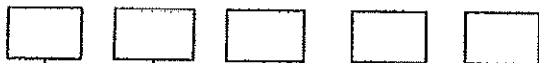
Accommodates 2 3/8"-3" O.D. vertical tenons (arm included). Catalog number includes slipfitter and mounting arm(s). Square unit height is 6 1/4". Round unit height is 6 3/4".



Catalog Number	E.P.A.	Wt. (lbs.)
CA43S	1.2	39
CA44S	2.3	76
CA45S	2.3	75
CA46S	2.3	146
CA43R	1.2	38
CA44R	2.3	75
CA45R	2.3	75
CA46R	2.3	145
CA47R	2.4	111

ORDERING INFORMATION

SAMPLE NUMBER: CAL-400-MH-MT-SL-BZ



Product Family
CAL=Concourse III

Lamp Type
MH=Metal Halide
HPS=High Pressure Sodium

Voltage*
120
208
240
277
480
TT=Triple-Tap*
MT=Multi-Tap*

Optics
2F=Design 20 Formed
2S=Segmented Type II
3F=Design 30 Formed
3S=Segmented Type III
4F=Design 40 Formed
4S=Segmented Type IV*
5F=Design 50 Formed
5S=Segmented Type V
SL=Forward Throw Spill Light Eliminator

Options (add as suffix)*
F=Single Fuse (120, 277 or 347V)
FF=Double Fuse (208, 240 or 480V)
Q=Quartz Restrike
(limit to 150W maximum, quartz lamp only. Lamp not included.)
P=Button Type Photocontrol (Specify Voltage)
R=NEMA Twistlock Photocontrol Receptacle
V=Vandal Shield
HS=House Side Shield*
L=Lamp Included

Colors (add as suffix/must specify color)
BK=Black
AP=Grey
BZ=Bronze
WH=White
DP=Dark Platinum
GM=Graphite Metallic

Accessories (order separately)
CA14-XX=Wall Mount Adapter*
CA18=House Side Shield-Design 40
MA1055=House Side Shield (Type 2F & 3F only)
CA40-XX=Direct Arm Mount for Square Pole (EPA 0.2)*
CA41-XX=Direct Arm Mount for 3" O.D. Round Pole (EPA 0.2)*
CA42-XX=Direct Arm Mount for 3 1/2"-4" O.D. Round Pole (EPA 0.2)*
CA43S-XX=Single Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole
CA43R-XX=Single Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole
CA44S-XX=2 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole
CA44R-XX=2 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole
CA45S-XX=2 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole
CA45R-XX=2 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole
CA46S-XX=4 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole
CA46R-XX=4 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole
CA47S-XX=3 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole
CA47R-XX=3 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole
CA9005-XX=Adjustable Filter, FA560Z Required (fits 2 3/8" O.D. Vertical Tenon)*
OA/RA1016=Photocontrol-Multi-Tap
OA/RA1027=Photocontrol-480V
OA1046=120V Button Photocontrol for Field Installation
OA1047=208/240V Button Photocontrol for Field Installation
OA1048=277V Button Photocontrol for Field Installation

NOTES: 1 Bracket arms are not included with standard unit. One bracket arm must be ordered for each standard unit (see Accessories). 2 400W Metal Halide fixtures use E28 lamps only. 3 Products also available in non-US voltages and 50Hz for international markets. Consult factory for availability and ordering information. 4 Multi-Tap ballast is 120/277/347V wired 277V. Triple Tap ballast is 120/277/347V wired 347V. 5 Type 4S optic not rotatable with 400W HPS systems. 6 Must be listed in the order shown and separated by a dash. 7 Not available with quartz or "SL" optic. 8 Available for 2S, 3S, 4S, 5S, 6S, 7S, 8S, 9S, 10S, 11S distributions only. 9 Add fixture color at end of number. 10 Products also available in non-US voltages and frequencies for international markets. 11 Consult your Cooper Lighting Representative for availability and ordering information.

NOTE: Specifications and dimensions subject to change without notice.

Visit our web site at www.cooperlighting.com

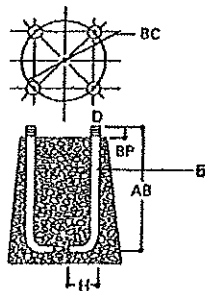
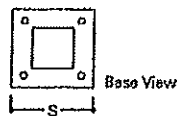
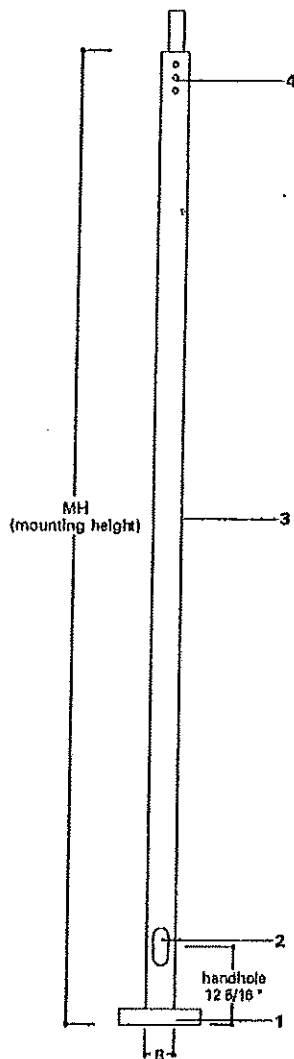
Customer First Center 1121 Highway 74 South Peachtree City, GA 30269 770.486.4800 FAX 770.486.4801 ADH041193

TYPE:

CATALOG #:

COOPER LIGHTING®

DETAILS



SPECIFICATION FEATURES

- 1...ASTM Grade steel base plate with ASTM A366 base cover.
- 2...Hand hole assembly 3" x 5" on 5" and 6" pole; and 2" x 4" on 4" pole.
- 3...ASTM A500 grade "B" steel shaft. Shot blasted and painted with polyester powder coat.
- 4...Drilled or Tenon (specify).
- 5...Anchor bolt per ASTM A578 with (2) nuts, (2) flat washer, and (1) lock washer. Nuts, washers and threaded portion of bolt are hot dip galvanized. 3" hook for 3/4" bolt. 4" hook for 1" bolt.

FOUR BOLT ANCHORAGE (see ordering information)

BC=Bolt Circle
BP=Bolt Projection
AB=Bolt Dimensions
D=Bolt Diameter
H=Bolt Dimensions

FINISH COLORS

F=Dark Bronze
G=Galvanized
V=Grey
W=White
Y=Black

**SSSSQUARE
STRAIGHT STEEL**

10' - 39'

Mounting Height

SQUARE STRAIGHT STEEL

ORDERING INFORMATION

The following information illustrates the correct way to enter an order for SSS5A20SFM1XG. The ordering designation is detailed as follows.

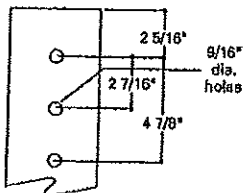
Square	Straight	Steel	Shaft ¹ Size	Wall Thickness	Mounting Height (ft.)	Base Type	Finish	Fixture Mounting & Type	No. & Location of Arms	Arm Lengths	Accessories (Ground Lug)
S	S	S	5	A	20	S	F	M	1	X	G

Mtg. Height	Catalog ^{1,2} Number	Wall Thickness	Base Square (In.)	Bolt Circle Dia. (In.)	Bolt Proj. (In.)	Shaft Size (In.)	Anchor Bolt Dia. & Length (In.)	Net. Wt. (Lbs.)	EPA (Sq. Ft.) ⁴ At Pole Top				EPA (Sq. Ft.) ⁴ 2' Above Pole Top				Max. Fixture Load—Include Bracket (Lbs.)
MH		S	BC	BP	B	AB			70	80	90	100	70	80	90	100	
10	SSS4A10SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	98	39.8	29.9	23.2	18.4	33.0	24.8	19.3	15.3	150
15	SSS4A15SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	133	19.6	14.4	10.8	8.2	17.2	12.7	9.5	7.3	150
20	SSS4A20SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	162	12.9	9.1	6.5	4.8	11.7	8.2	5.9	4.2	200
25	SSS4A25SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	208	8.7	6.6	3.6	2.1	8.0	6.2	3.3	2.0	200
20	SSS5A20SF	.120	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	202	21.9	15.7	11.8	8.5	19.9	14.3	10.5	7.7	200
25	SSS5A25SF	.120	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	248	15.5	10.5	7.2	4.8	14.3	9.8	6.6	4.4	200
30	SSS5A30SF	.120	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	293	8.2	4.6	2.1	--	7.7	4.3	2.0	--	300
35	SSS5M35SF	.100	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	480	11.8	7.1	3.8	1.5	11.1	6.6	3.6	1.4	300
25	SSS6A25SF	.120	12 1/2	12.5	5	6	1 x 36 x 4	295	24.1	16.8	12.0	8.5	22.2	15.6	11.1	7.8	200
30	SSS6A30SF	.120	12 1/2	12.5	5	6	1 x 36 x 4	347	14.0	8.7	5.0	2.5	13.1	8.2	4.7	2.3	300
30	SSS6M30SF	.188	12 1/2	12.5	5	6	1 x 36 x 4	605	26.4	18.1	12.5	8.4	24.7	16.9	11.8	7.9	300
35	SSS6M36SF	.188	12 1/2	12.5	5	6	1 x 36 x 4	584	18.7	12.7	7.9	4.4	18.6	12.0	7.5	4.2	300
35	SSS6X35SF	.260	12 1/2	12.5	5	6	1 x 36 x 4	698	28.9	19.7	13.4	8.9	8.7	18.6	12.7	8.4	300
39	SSS6M39SF	.188	12 1/2	12.5	5	6	1 x 36 x 4	647	15.4	9.1	4.8	1.8	14.6	8.7	4.6	1.7	300
39	SSS6X39SF	.260	12 1/2	12.5	5	6	1 x 36 x 4	822	23.5	15.4	9.8	5.7	22.4	14.6	9.3	5.4	300

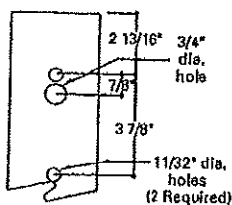
NOTES: ¹ Catalog number includes pole with anchor bolts with double nuts (BEFORE INSTALLING ANCHOR BOLTS MAKE SURE PROPER ANCHOR BOLT TEMPLATE IS OBTAINED FROM COOPER LIGHTING). ² Tenon size or machining for rectangular arms must be specified. Hand hole is located 180° from single arm. ³ Shaft size, base plate, anchor bolts and projections may vary slightly—all dimensions nominal. ⁴ EPA's based on shaft properties with wind normal to flat. EPA's calculated using base wind velocity as indicated plus 30% gust factor.

DRILLING PATTERN

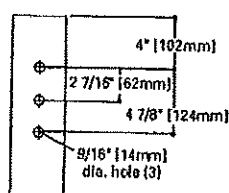
Type "M"



Type "E"



Type "Z"

**MOUNTING OPTIONS (add as suffix)**

Designation Number	O.D. (In.)	Length (In.)
1	2 3/8	3 1/2
2	2 3/8	4
3	3 1/2	5
9	3	4

Type "M" Drill Pattern = Hammer, Landau, Galleria, and Vision Area

Type "E" Drill Pattern = Concourse III

Type "Z" Drill Pattern = Credenza and Cirrus

MACHINING FOR RECTANGULAR ARMS (add as suffix)

Designation Letter & Number	Designation (UCS Only) Letter & Number	Designation (Cirrus / Credenza Only) Letter & Number	Quantity & Location
M1	E1	Z1	Single
M2	E2	Z2	2 @ 180°
M3	E3	Z3	3 @ 120°
M4	E4	Z4	4 @ 90°
M5	E5	Z5	2 @ 90°
M6	E6	Z6	3 @ 90°
M7	E7	Z7	2 @ 120°

ACCESSORIES

A=1/2" tapped hub¹

B=3/4" tapped hub¹

C=Convenience outlet²

G=Grounding lug (max. wire #8 AWG)

H=Additional hand hole and cover—

12" below pole top—90° from hand hole.

NOTES: ¹ Location is 3" above base—90° from hand hole.

² Outlet is located 4" above base and on same side of pole as hand hole, unless specified otherwise. Receptacle not included, provision only.



Eyecare Medical Group
Tomorrow's eyecare today.

FAX COVER SHEET

Date:	7/23
To:	Bill Wilson
From:	Tim Wagon
Dept. or Dr's Office: (See Dr's Fax #s at right)	
Number of pages including cover sheet:	6

Comments:

Bill - The price for
this light was \$421.00.
Included was soft pole and
light box. Thanks TW

This information has been disclosed to you from records whose confidentiality is protected by state regulations and statute.

State and Federal regulations limit the right to make any further disclosures of this information without prior consent of the patient to whom it pertains.

53 Sewall Street, Portland, Maine 04102-2625
Telephone: (207) 828-2020 * Toll-Free: 1-(888)-374-2020
www.eyecaremed.com

William S. Holt, M.D.
(207) 773-0432
FAX: (207) 874-6755

Elizabeth G. Serrage, M.D.
(207) 773-4607
FAX: (207) 874-6755

Bruce R. Cassidy, M.D.
(207) 773-6058
FAX: (207) 874-6756

Robert W. Daly, M.D.
(207) 874-6754
FAX: (207) 773-1077

Samuel P. Solish, M.D.
(207) 773-4723
FAX: (207) 874-6756

Scott M. Steidl, M.D.
(207) 828-1479
FAX: (207) 773-1077

Jordan E. Sterrer, M.D.
(207) 773-4607
FAX: (207) 874-6755

Ruth E. Stevens, O.D., M.B.A.
(207) 773-0545
FAX: (207) 874-2803

Blaine A. Littlefield, O.D.
(207) 773-0545
FAX: (207) 874-2803

Clement M. Berry, C.E.O.
(207) 828-2020
(207) 874-6752
FAX: (207) 773-7034

Main Fax
FAX: (207) 773-7034

Billing Office
FAX (207) 874-2938

Independent Electric Supply

Phone: 207-347-7210

Fax: 207-347-7217

www.lesbuy.com

To: Terry % Eye Care & Surgery

From: JACK MURPHY

Fax: 773-7034

Pages: 5

Phone:

Date: 10-12-2006

Re: 30' Pole and Fixture Cut sheets

CC:

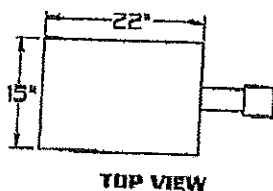
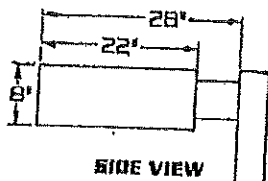
Terry,

Cut sheets per Bill Wilson's request attached.

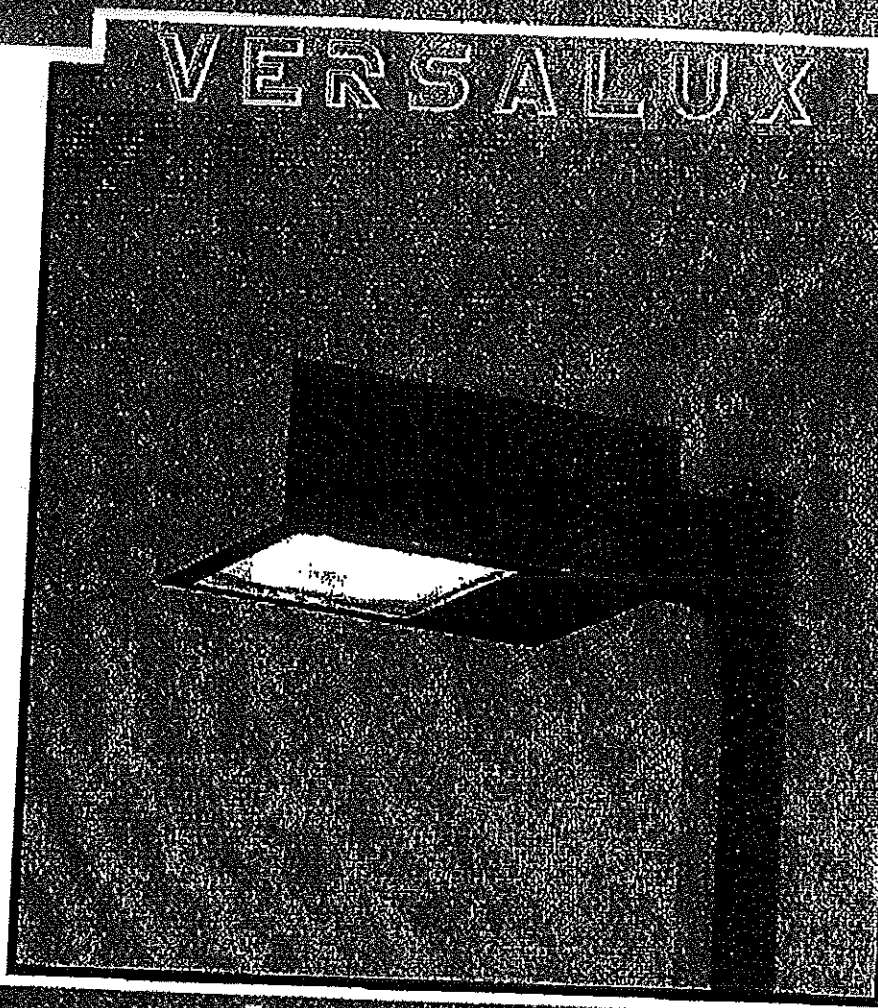
Any questions please call me @ 252-1027 to discuss

Thank you, Jack Murphy

(400 WATT MAX.)



E.P.A. 1.72



SPECIFICATIONS

HOUSING: ONE PIECE HEAVY GAUGE DIE FORMED ALUMINUM CONSTRUCTION WITH SEPARATE BALLAST COMPARTMENT.

LENS ASS'Y: ONE PIECE HINGED HEAVY GAUGE DIE FORMED ALUMINUM DOOR FRAME SURROUNDS 3/16" CLEAR TEMPERED GLASS LENS. GLASS IS SEALED TO DOOR WITH HIGH TEMPERATURE SILICONE SEAL. TWO CAPTIVE THUMB SCREWS DISENGAGE LENS ASSEMBLY FROM HOUSING WITHOUT THE USE OF TOOLS.

OPTICS: COMPUTER DESIGNED ONE PIECE SEMI SPECULAR HYDROFORMED REFLECTOR COMBINES WITH LENS TO PRODUCE A HIGHLY EFFICIENT, SHARP CUTOFF. OPTICS ARE FIELD ROTATABLE.

BASKETING: CLOSED CELL EPDM GASKETING COMPRESSED BETWEEN DOOR AND HOUSING SEALS OPTICAL CHAMBER.

LAMP HOLDER: MOGUL BASE PORCELAIN.

LAMP: (BY OTHERS)

BALLAST: H.P.F./C.W.A. AUTOTRANSFORMER. -20° STARTING TEMPERATURE. ELECTRICAL COMPONENTS ARE MOUNTED TO HINGED REMOVABLE TRAY FOR EASY ACCESS.

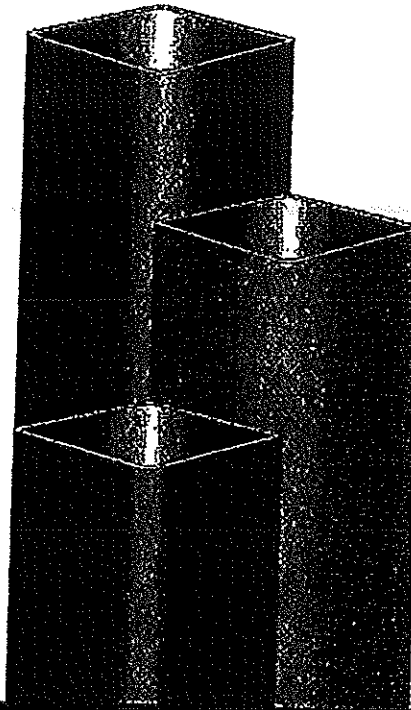
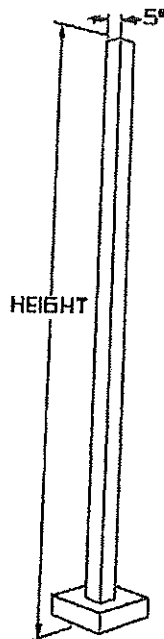
ARM: 3"X5"X6" LONG HEAVY WALL EXTRUDED ALUMINUM. ARM IS SECURED TO HOUSING AND TO POLE WITH STAINLESS STEEL RODS.

FINISH: POLYESTER POWDER COAT-STATE OF THE ART 20 PSI PRESSURE POWER WASH AT 140° TEMPERATURE INCORPORATES FOUR STEP IRON PHOSPHATE PROCESS TO CLEANSE AND PRETREAT THE METAL SURFACE FOR MAXIMUM PAINT ADHESION. ELECTROSTATICALLY APPLIED TEXTURED POLYESTER POWDER TOP COAT IS BAKED AT 400° TEMPERATURE FOR MAXIMUM HARDNESS AND EXTERIOR DURABILITY.



USA
REFLECTOR

SNTS 5"

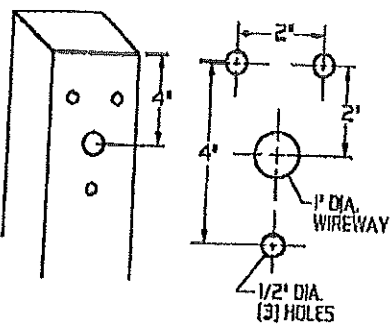


5" SQUARE STRAIGHT STEEL

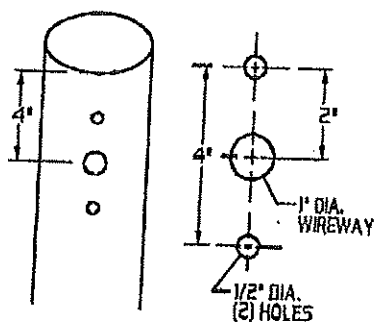
SPECIFICATIONS

- SHAFT:** 5" SQUARE, FABRICATED FROM HIGH GRADE STRUCTURAL STEEL TUBE. SHAFT CONFORMS TO ASTM-A-501-68 SPECIFICATIONS. MEETS OR EXCEEDS MINIMUM YIELD STRENGTH OF 46,000 P.S.I. WALL THICKNESS 11 GA. (.120 WALL) OR 7 GA. (.180 WALL) AS SPECIFIED. REINFORCED HAND HOLE IS FURNISHED WITH COVER. SHAFT IS FURNISHED WITH GROUND LUG LOCATED INSIDE POLE ON WALL OPPOSITE HAND HOLE.
- BASE PLATE:** FABRICATED FROM STRUCTURAL QUALITY HOT ROLLED STEEL. MEETS OR EXCEEDS MINIMUM YIELD STRENGTH OF 36,000 P.S.I. BASE TELESCOPES AND IS CIRCUMFERENTIALLY WELDED TO POLE SHAFT. SLOTTED BOLT HOLES PROVIDE 1" FLEXIBILITY ON EITHER SIDE OF BOLT CIRCLE CENTERLINE.
- ANCHORAGE:** (4) ANCHOR BOLTS FABRICATED FROM HOT ROLLED STEEL BAR. MINIMUM YIELD STRENGTH OF 50,000 P.S.I. BOLTS HAVE "L" BEND ON ONE END AND ARE THREADED ON THE OTHER END. BOLTS ARE FULLY GALVANIZED AND ARE FURNISHED WITH TWO NUTS AND TWO WASHERS.
- BASE COVER:** FABRICATED FROM HEAVY GAUGE QUALITY CARBON STEEL. TWO PIECE COVER CONCEALS BASE.
- FINISH:** FOUR (4) STAGE FINISH PROCESS IS TOPPED BY TWO (2) COLOR COATS OF ULTRAVIOLET RESISTANT ACRYLIC ENAMEL. THE UNIQUE SURFACE PREPARATION PROCESS INCLUDES TWO (2) CLEANING AND TWO (2) PRIME COATS WHICH PROVIDE A RUST FREE SUBSTRATE PRIOR TO APPLICATION OF THE FINISH COATS.

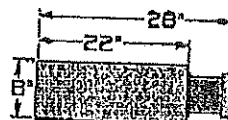
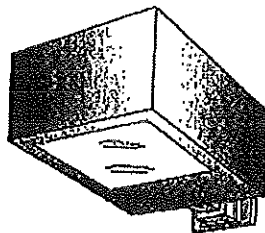
TYPICAL SQUARE POLE TEMPLATE



TYPICAL ROUND POLE TEMPLATE

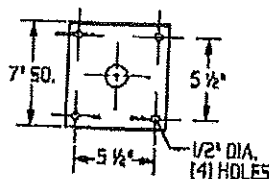


WALL MOUNT

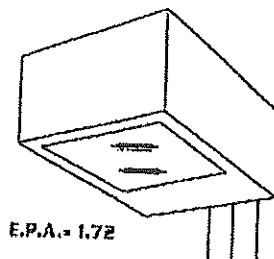


EXTRUDED ALUMINUM ARM AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT IN BASKETED WIRE ACCESS FOR FIXTURE/SUPPLY WIRE CONNECTION.

WALL PLATE



LAMP SIZE:
100 - 400 WATT



E.P.A. = 1.72

RECTILINEAR HEAVY GAUGE ALUMINUM HOUSING.

FIELD ROTATABLE OPTICS.

FIELD ADJUSTABLE OPTICS, TYPE II AND III LIGHT DISTRIBUTION.

HINGED BALLAST TRAY, WITH QUICK DISCONNECT PLUG FOR EASY ACCESS TO ELECTRICAL COMPONENTS.

TOOLLESS LUMINAIRE ACCESS.

ORDERING INFORMATION

MODEL NO. 1	OPTICS	WATTAGE TYPE VOLTAGE	MOUNTING	FINISH	OPTIONS
MODEL NO. 2	OPTICS	LAMP	MOUNTING	FINISH	OPTIONS
VRS	☐ TYPE I I..... (hydroform) ☐ TYPE II II..... (hydroform) ☐ TYPE III III..... (hydroform) ☒ TYPE IV IV..... (segmented) ☐ TYPE V V-SQ. (segmented)	WATTAGE TYPE VOLTAGE ☒ 400 ☒ HPS ☐ 120 ☐ 250 ☐ MH ☐ 208 ☐ 200 ☐ MV ☐ 240 ☐ 175 ☐ 277 ☐ 150 ☐ 480 ☐ 100 ☒ MT	ARM MOUNT ☒ STREET LIGHTING ARM MOUNT ☐ ST23..... (TO FIT OVER 2 3/8" O.D. ARM) ADJUSTABLE KNUCKLE ☐ NKLE23..... (TO FIT OVER 2 3/8" O.D.) ☐ NKLE27..... (TO FIT OVER 2 7/8" O.D.) WALL MOUNT ☐ WM.....	☒ DARK BRONZE DBM ☐ MEDIUM BRONZE MBM ☐ BLACK BKM ☐ WHITE WTM ☐ SILVER SLM OPTION: ☐ ANODIZED AZ ANODIZED HOUSING MUST HAVE PANT FINISH COAT EXAMPLE: AZ08N SEE PAGE 3 FOR ADDITIONAL COLORS	☐ CLEAR POLYCARBONATE DIFFUSER.....LEX ☐ HOUSE SIDE SHIELD.....HS ☐ PHOTO CELL + VOLTAGE (EXAMPLE: PC120V).....PC+V ☐ TWIST LOCK PHOTO CELL+VOLTAGE (EXAMPLE TPC120V).....TPC+V ☐ TWIST LOCK RECEPTACLE ONLY.....TPR ☐ SINGLE FUSE (120V., 277V).....SF ☐ DOUBLE FUSE (208V., 240V).....DF ☐ TAMPER PROOF.....TP

METAL HALIDE UNITS ONLY
USE ED28 LAMP FOR 400 W.
USE MEDIUM BASE LAMP FOR 100 W.

SEE ACCESSORIES SECTION FOR ST23 AND NKLE DETAILS

SEE PAGE 3 FOR ADDITIONAL COLORS

USA ARCHITECTURAL

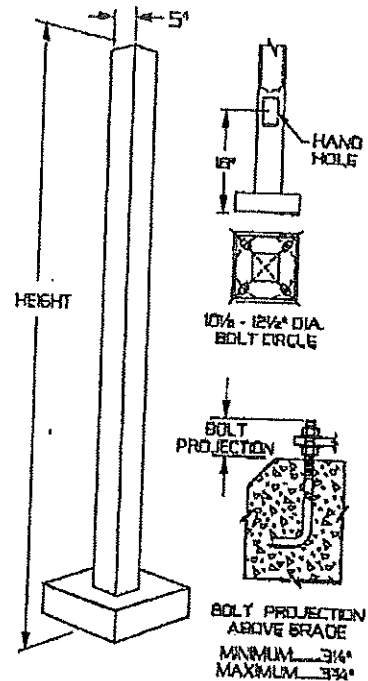
SNTS SERIES

ENGINEERING DATA

Maximum EPA - Square Feet

Catalog Number	Maximum Fxlt. wgt.	100 MPH	90 MPH	80 MPH	70 MPH
SNTS 185-11	400	10.9	14.5	20.2	27.0
SNTS 205-11	400	8.6	12.0	16.6	23.3
SNTS 205-7	450	15.7	19.2	25.1	31.2
SNTS 255-11	400	5.1	6.5	9.8	14.6
SNTS 255-7	400	9.4	12.4	17.0	23.8
SNTS 305-11	350	N/A	2.8	5.7	7.5
SNTS 305-7	375	5.6	8.7	12.1	18.2
SNTS 355-7	350	2.5	5.2	9.3	14.9

All above design calculations are based on sustained wind forces plus additional 1.3 wind gust
(Example: Pole rated at 80 MPH withstands 104 MPH gusts)

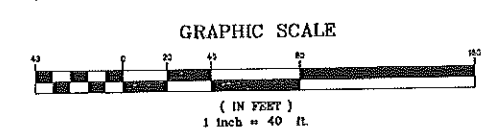
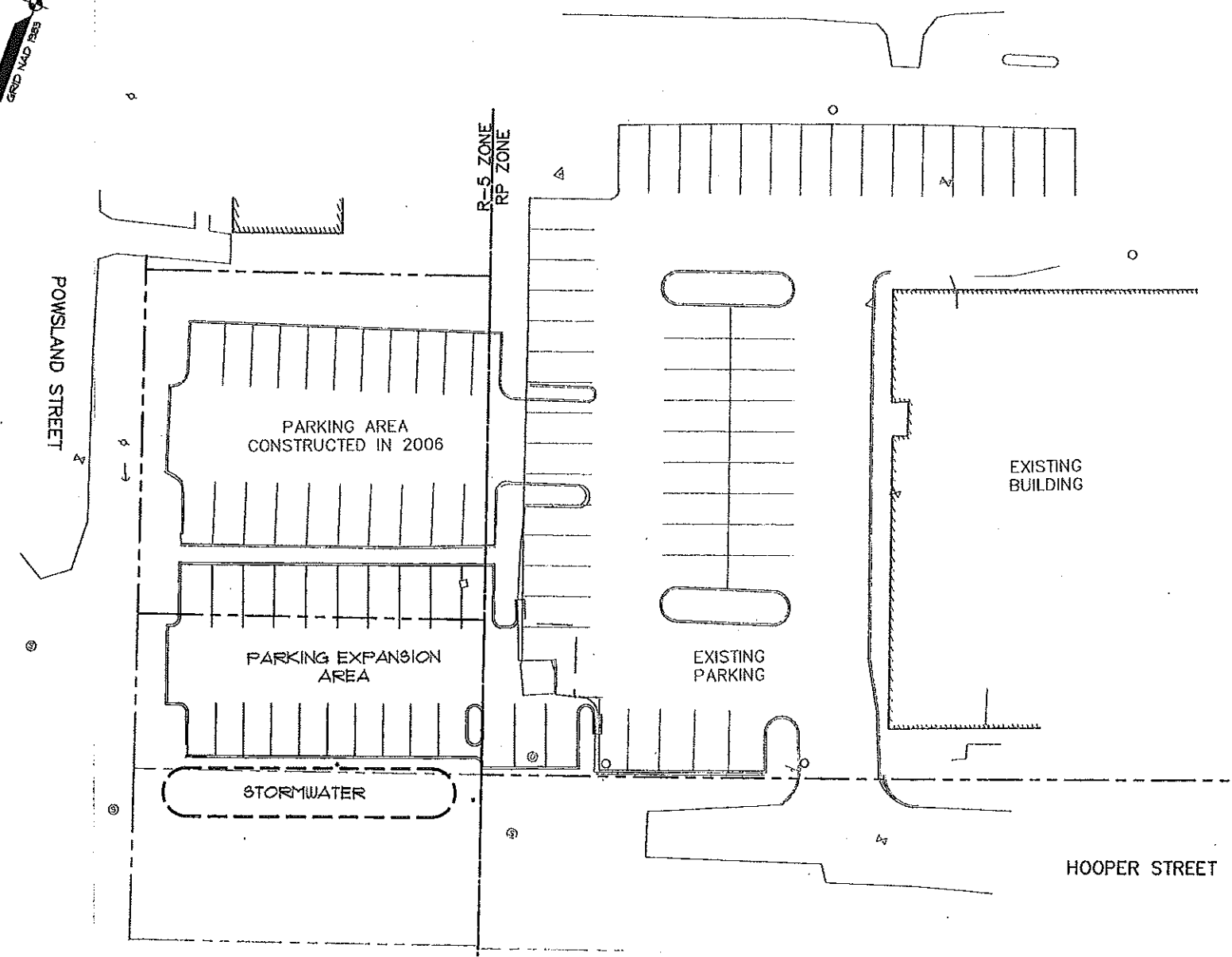
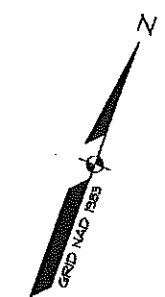


ORDERING INFORMATION

MODEL NO.:	POLES	MOUNTING	FINISH	OPTIONS																																												
SNTS																																																
MODEL NO.:	POLES	MOUNTING	FINISH	OPTIONS																																												
SNTS	<table border="1"> <thead> <tr> <th>POLE HEIGHT</th> <th>WALL THICKNESS</th> <th>BOLT CIRCLE</th> <th>ANCHORAGE</th> </tr> </thead> <tbody> <tr> <td>☐ 185-11</td> <td>18'</td> <td>11</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☐ 205-11</td> <td>20'</td> <td>11</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☐ 205-7</td> <td>20'</td> <td>7</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☐ 255-11</td> <td>25'</td> <td>11</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☐ 255-7</td> <td>25'</td> <td>7</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☒ 305-11</td> <td>30'</td> <td>11</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☐ 305-7</td> <td>30'</td> <td>7</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> <tr> <td>☐ 355-7</td> <td>35'</td> <td>7</td> <td>1 1/2"</td> <td>1"X36"X4"</td> </tr> </tbody> </table>	POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ANCHORAGE	☐ 185-11	18'	11	1 1/2"	1"X36"X4"	☐ 205-11	20'	11	1 1/2"	1"X36"X4"	☐ 205-7	20'	7	1 1/2"	1"X36"X4"	☐ 255-11	25'	11	1 1/2"	1"X36"X4"	☐ 255-7	25'	7	1 1/2"	1"X36"X4"	☒ 305-11	30'	11	1 1/2"	1"X36"X4"	☐ 305-7	30'	7	1 1/2"	1"X36"X4"	☐ 355-7	35'	7	1 1/2"	1"X36"X4"	☐ 2 3/8"X4" TENON PT23 ☐ 2 7/8"X4" TENON PT27 ☐ OTHER TENON MT _____ DRILL MOUNT ☒ 1-180... ☐ 2-180... ☐ 2-90... ☐ 3-90... ☐ 4-90... ☐ 3-120... 3-120 REQUIRES PT27 AND T3120 ADAPTER	☒ DARK BRONZE DBM ☐ MEDIUM BRONZE MBM ☐ BLACK BKM ☐ WHITE WTM ☐ SILVER SLM OPTION: ☐ PRIME PAINT PP ☐ GALVANIZED GLV ☐ THERMOSET POLYESTER POWDER PDR SEE PAGE 3 FOR ADDITIONAL COLORS	☐ DUPLEX RECEPTACLE DUP ☐ GFI RECEPTACLE GFI ☐ 3 WAY ADAPTER T3120 ☐ 1/2" COUPLING CPLN1/2 ☐ 3/4" COUPLING CPLN3/4 ☐ 2" COUPLING CPLN2 (SPECIFY COUPLING LOCATION) SEE ACCESSORIES SECTION FOR OTHER OPTIONS.
POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ANCHORAGE																																													
☐ 185-11	18'	11	1 1/2"	1"X36"X4"																																												
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☐ 355-7	35'	7	1 1/2"	1"X36"X4"																																												

PARKING LOT EXPANSION

53 SEWALL STREET
PORTLAND, MAINE 04102



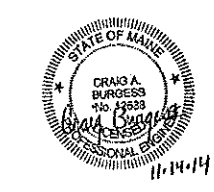
OWNER:
EYECARE MEDICAL GROUP
53 SEWALL STREET
PORTLAND, MAINE 04102

**ENGINEER / SURVEYOR/
LANDSCAPE ARCHITECT:**

SEBAGO
TECHNICS
WWW.SEBAGOTECHNICS.COM
76 John Roberts Rd. - Suite 1A South Portland, ME 04106 Tel. 207-200-2100
250 Goddard Rd. - Suite 9 Lewiston, ME 04243 Tel. 207-183-5555

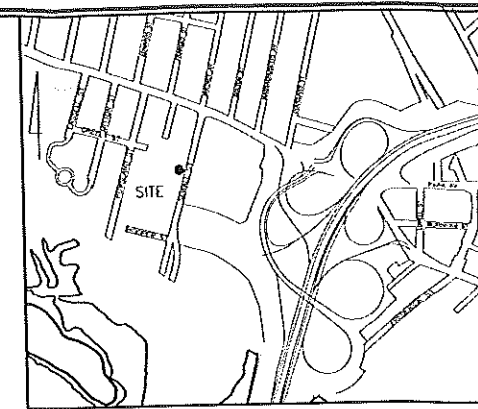
SHEET INDEX:

SHEET	DESCRIPTION
1	COVER SHEET
2	SITE & GRADING PLAN
3	EROSION CONTROL NOTES & DETAILS
4	SITE DETAILS

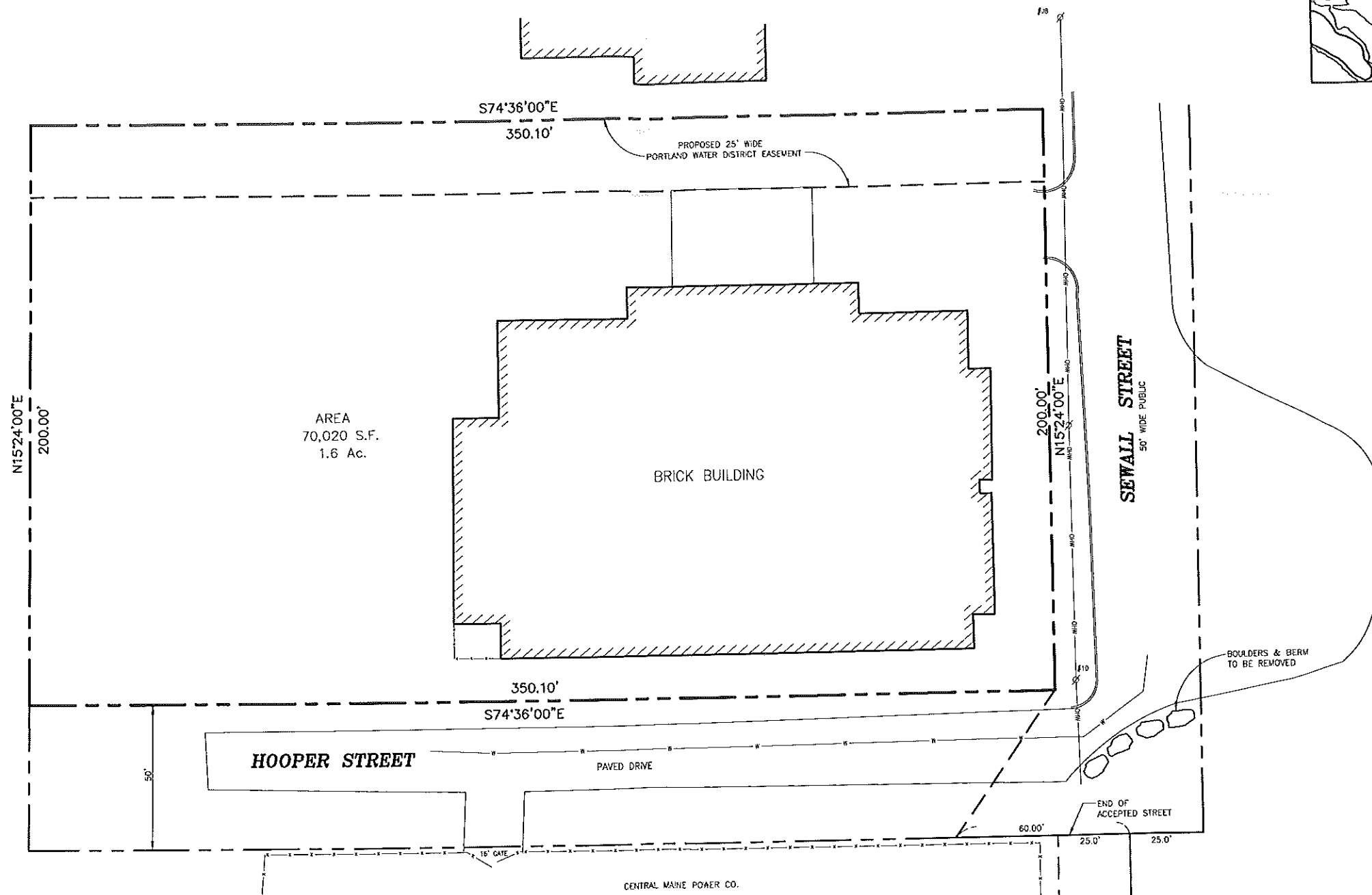


REVISED THROUGH 11-14-14

0626701.dwg, TAB: Layout1



LOCATION MAP N.T.S.



LEGEND:

- UTILITY POLE
- FENCE
- CURB
- OVERHEAD UTILITIES
- WATER LINE

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION.

CERTIFICATION:

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

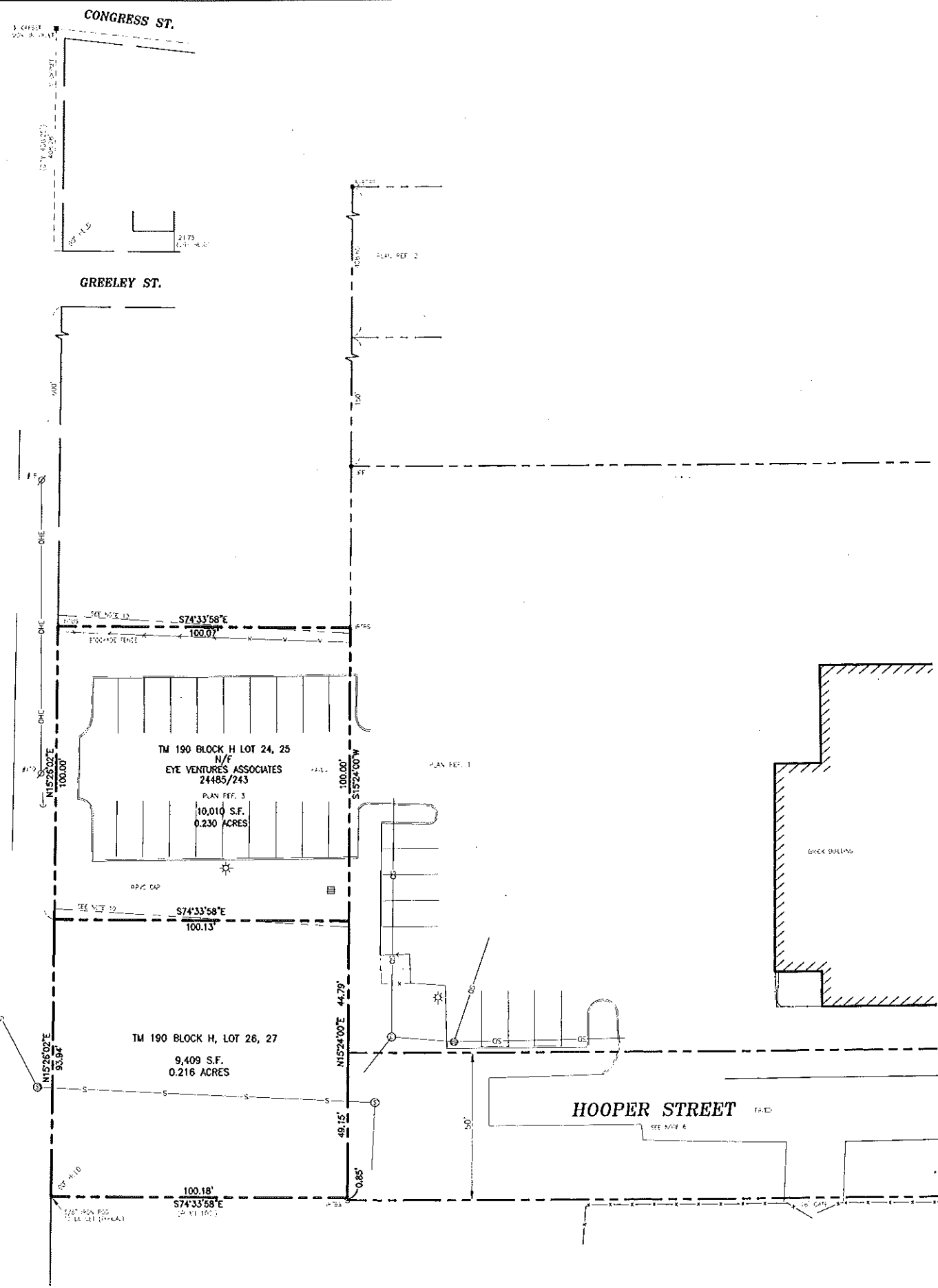
DATE

JOHN W. SWAN, PLS NO. 1038

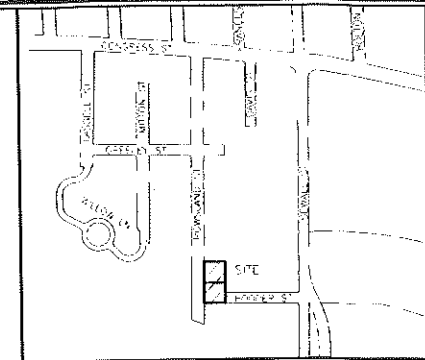
PLAN OF LAND
ON
SEWALL STREET, PORTLAND, MAINE
MADE FOR
EYECARE MEDICAL GROUP
53 SEWALL STREET, PORTLAND, MAINE

OWEN HASKELL, INC. 16 CASCO ST., PORTLAND, ME 04101 (207) 774-0424 PROFESSIONAL LAND SURVEYORS		
Drawn By	RES	Date
Trace By	RAC	FEBRUARY 17, 2005
Check By	JAS	Scale
Book No.	1007A	1" = 20'
Job No.	2005-007 P	Drwg. No.
		C-1.2





UTILITY NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURNISHES DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION LOCATED ALTHOUGH THE SURVEYOR CERTAINLY THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-800-455-6666 AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION.



- LEGEND**
- IRON PIPE OR ROD FOUND
 - UTILITY POLE
 - ⊙ LIGHT POLE
 - MANHOLE
 - ⊕ CATCH BASIN
 - FENCE
 - CLPB

- PLAN REFERENCES:**
1. "PLAN OF LAND ON SEAWALL STREET, PORTLAND, MAINE, MADE FOR ORTHOPEDIC ASSOCIATES, P.A. MAY 21, 1985, OWEN HASKELL, INC. JOB NO. 8530 P" REVISED 3/2/83 RECORDED IN PLAN BOOK 177 PAGE 43
 2. "PLAN OF LAND ON SEAWALL STREET, PORTLAND, MAINE, MADE FOR EYECARE MEDICAL GROUP FEBRUARY 17, 2005 BY OWEN HASKELL, INC."
 3. "ADVISED SITE PLAN OF: REAR PARKING LOT 52 SEAWALL STREET, PORTLAND, ME, FOR: EYE VENTURE ASSOCIATES, LLC 10-4-06 SEBAGO TECHNICS"
 4. "PLAN OF PROPERTY BELONGING TO MARTIN CURRAN JR. APRIL 1902 PERCY H. RICHARDSON, C.E." RECORDED IN PLAN BOOK 9 PAGE 121.
 5. "PLAN SHOWING LAND AND HOUSE LOTS BELONGING TO THE WEST END LAND CO. AND P.H. AND J.M. BROWN SURVEYED IN 1837 E.C. JORDAN C.E." RECORDED IN PLAN BOOK 10 PAGE 65.

- NOTES:**
1. OWNER OF RECORD: CENTRAL MAINE POWER COMPANY, FORMERLY CUMBERLAND COUNTY POWER AND LIGHT COMPANY, CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 1347 PAGE 143.
 2. LOCUS IS SHOWN AS CITY OF PORTLAND PROPERTY MAP 190 BLOCK H LOTS 26 AND 27.
 3. LINES OF AND PERPENDICULAR TO POWSLAND STREET TAKEN FROM PLAN REFERENCE 4 AND LINES OF POWSLAND AND GREELEY STREETS AS PER CITY OF PORTLAND ENGINEERING DEPARTMENT BLUE BOOK SHEETS AND CITY PLAN 546/11.
 4. REAR LINE OF LOCUS TAKEN FROM PLAN REFERENCE 1 AND 2, WHICH WERE BASED ON PLAN REFERENCE 5 AND STREET LINE RECORDS FOR SEAWALL STREET, DAVIS STREET AND GREELEY STREET.
 5. BEARINGS ARE BASED ON WEST END LAND CO. RECORDS AS PER MARKERS TOLDS AS SHOWN ON PLAN REFERENCE 1.
 6. STATUS OF HOOPER STREET IS UNKNOWN.
 7. NO EASEMENT DEED WAS FOUND FOR SEWER LINE CROSSING LOCUS.
 8. SEWER LINE CROSSING LOCUS FROM POWSLAND STREET TO HOOPER STREET WAS NOT OBSERVED AS AREA IS VERY OVERGROWN.
 9. UNDERGROUND UTILITIES TAKEN FROM PLAN REFERENCE 3 AND HAVE NOT BEEN VERIFIED.
 10. LIGHT LINES NEAR CORNERS OF LOTS 24 AND 25 TAKEN FROM PLAN REFERENCE 3. SAID PLAN SHOWS NO MARKERS FOUND OR SET AND NO EXPLANATION OF DETERMINATION OF THOSE LINES. IT APPEARS THAT THE LINES WERE TAKEN FROM PLAN REFERENCE 5 WHICH IS NOT REFERRED TO IN THE DEEDS OF THE LOTS ON POWSLAND STREET. SAID DEEDS REFER TO PLAN REFERENCE 4.

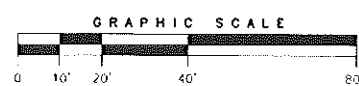
CERTIFICATE
OWEN HASKELL, INC. CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF Licensure FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE: JUNE 11, 2013 J.C.N.C. SCHWANDA, FLS #1252

BOUNDARY SURVEY
AT
88-92 POWSLAND STREET
PORTLAND, MAINE
MADE FOR
DELUCA HOFFMAN ASSOCIATES

OWEN HASKELL, INC.
380 U.S. ROUTE ONE, FAIRBANKS, ME 04105 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Dwn By	JCS	Date	JUNE 11, 2013	Job No.	2013-077P
Trace By	RAC/LH	Scale	1" = 20'	Dwg. No.	C-1.2A
Check By	JCS				
Book No.	995				



Marge Schmuckal
Zoning Administrator

Department of Planning & Urban Development

Gregory A. Mitchell
Acting Planning Dept. Director



RECEIVED

SCANNED

CITY OF PORTLAND
ZONING BOARD OF APPEALS
Practical Difficulty Variance Application

DEC 23 2014

Dept. of Building Inspections
City of Portland Maine

Applicant Information:

John Jordan
NAME
Lincoln Capital, LLC
BUSINESS NAME
796 Forest Ave
ADDRESS
Portland, ME 04103
207-772-7500 or
TELEPHONE # 207-518-2368
Owner
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg: owner, purchaser, etc)
R 5
CURRENT ZONING DESIGNATION

Subject Property Information

142 East Kidder
PROPERTY ADDRESS
169-E-28-29 ✓
CHART/BLOCK/LOT (CBL)
Lincoln Capital
PROPERTY OWNER (if different)
NAME
796 Forest Ave.
ADDRESS
Portland, ME

PRACTICAL DIFFICULTY VARIANCE
(FROM SECTION 14)

EXISTING USE OF PROPERTY:

Residential Dwelling
Single family

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

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

[Signature]
SIGNATURE OF APPLICANT

12/22/14
DATE

The following words have the meanings set forth below:

1. **Dimensional Standards**: Those provisions of the article which relate to lot area, lot coverage, frontage and setback requirements
2. **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 result in significant economic injury to the applicant.
3. **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 the 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, not 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.

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Zoning Board of Appeals (ZBA) 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:

"Practical Difficulty" variance standards pursuant to Portland City Code §14-473(c)(3):
1. The need for the variance is from dimensional standards of the Land Use Zoning Ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied ☒

NOT Satisfied _____ (deny the appeal)

Reason and supporting facts:

8" to close to rear setback

2. Strict application of the provisions of the ordinance would create a *Practical Difficulty*, meaning it would both (1) preclude a use of the property which is permitted in the zone in which it is located, and also (2) would result in significant economic injury to the applicant. ("Significant Economic Injury" means the value of the property, if the variance was 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 _____ (deny the appeal)

Reason and supporting facts:

Significant Economic Injury

1. To move or rebuild this house 8" would cost too much. The applicant cannot afford this.
2. The loss would be the whole house.

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 _____ (deny the appeal)
Reason and supporting facts:

The previous owner had supporting documents it was built according to code. The new MLI showed differently. The two surveyors cannot agree.

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 _____ (deny the appeal)
Reason and supporting facts:

The encroachment is a setback issue. It's only 8 inches. Will not affect the neighborhood.

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

Satisfied ☒ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The previous owner built this house 8" too close. The applicant is the new owner by foreclosure.

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

Satisfied ☒ Not Satisfied ☐ (deny the appeal)
Reason and supporting facts:

We would have to tear the house
down and foundation and rebuild.
Variance is the only solution.

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

Satisfied ☒ Not Satisfied ☐ (deny the appeal)
Reason and supporting facts:

No effect on the environment.
The ground work & drains done
properly.

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 ☐ (deny the appeal)
Reason and supporting facts:

Does not set in any shoreland.

LINCOLN CAPITAL, LLC

796 Forest Avenue Portland, ME 04103

December 17, 2014

To Zoning Board Of Appeals:

Practical Difficulty Variance Application

We are looking for a variance of 8 inches due to a rear setback issue, the previous builder built the house to close to the rear setback. According to your practical difficulty variance we qualify for this.

Thank you,

Lincoln Capital, LLC

FOR MORTGAGE LENDER USE ONLY

GENERAL NOTES: (1) DISTANCES SHOWN ARE TAKEN FROM PROVIDED TITLE REFERENCES SHOWN BELOW. (2) THE PURPOSE OF THIS INSPECTION IS TO RENDER AN OPINION AS FOLLOWS: A) DWELLING AND ACCESSORY STRUCTURE'S COMPLIANCE WITH RESPECT TO MUNICIPAL ZONING SETBACKS, AND B) FLOOD ZONE DETERMINATION BY HORIZONTAL SCALING ON BELOW REFERENCED FEMA MAP. (3) THIS INSPECTION EXCEPTS OUT ALL TECHNICAL STANDARDS CURRENTLY SET FORTH BY STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. (4) THIS INSPECTION IS TO BE USED ONLY BY THE BELOW LISTED LENDER AND IS NOT TO BE USED BY ANOTHER PARTY FOR BOUNDARY LINE LOCATIONS OR LAND TITLE OPINIONS. (5) TITLE OR OWNERSHIP NOT DETERMINED. (6) A BOUNDARY SURVEY SHOULD BE PERFORMED TO RENDER A PROFESSIONAL OPINION PERTAINING TO BOUNDARY LINE LOCATIONS, EASEMENTS, RIGHTS OF WAY, ENCUMBRANCES, ENCROACHMENTS, AND/OR CONFLICTS WITH ADJUTER'S DEEDS. (7) LOCATION/EXISTENCE OF WETLANDS NOT DETERMINED UNLESS SHOWN ON A RECORDED SUBDIVISION PLAN. (8) THIS OFFICE DOES NOT GRANT AUTHORIZATION TO ANY THIRD PARTY FOR USE OF THIS INSPECTION IN ANY BOUNDARY LINE EVALUATION FOR PERMITTING/PLANNING/APPROVALS. (9) THIS OFFICE ACCEPTS NO LIABILITY AND/OR RESPONSIBILITY FOR THE IMPROPER USE OF THIS MORTGAGE LOAN INSPECTION.

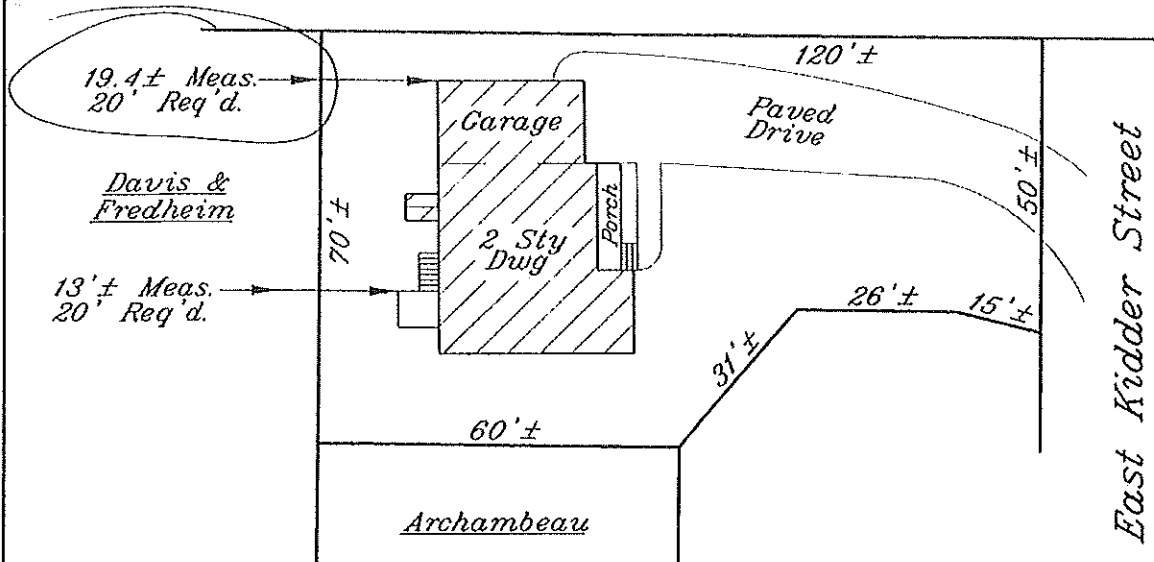
REV. 08/01/2013

THIS SKETCH IS NOT TO BE USED FOR CONSTRUCTION PURPOSES, IMPROVEMENTS SHOWN ARE APPROXIMATE.

ADDRESS: 142 East Kidder Street
Portland, Maine

INSP. DATE: 11/21/2014
SCALE: 1" = 30'

Townhomes at Ocean East



See 29832/345 for Certificate of Variance Approval for driveway.

JPR/TPB

SEE PROVIDED TITLE REFERENCES FOR APPURTENANCES, IF ANY.

APPLICANT: Jessica McMann FILE#: 21427811
OWNER: Lincoln Capital, LLC CLIENT#: _____
LENDER: Merrimack Mortgage Company, Inc.
REQ. PARTY: Preferred Title & Closing

TITLE REFERENCES: COUNTY: Cumberland
DEED BOOK: 31730 PAGE: 205
PLAN BOOK: _____ PAGE: _____ LOT: _____

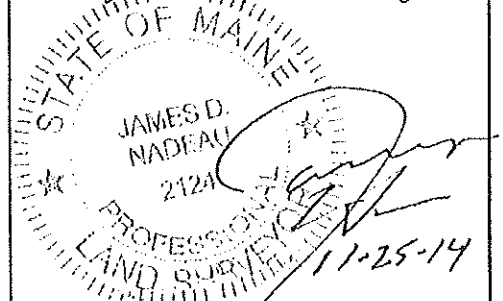
MUNICIPAL REFERENCE:
MAP: 169 BLOCK: E LOT: 28

THE DWELLING DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA COMMUNITY MAP No. 230051 PANEL: 0007C
ZONE: X DATE: 12/8/1998

THE DWELLING WAS NOT IN COMPLIANCE WITH MUNICIPAL ZONING SETBACK REQUIREMENTS AT THE TIME OF CONSTRUCTION.

Nadeau Land Surveys

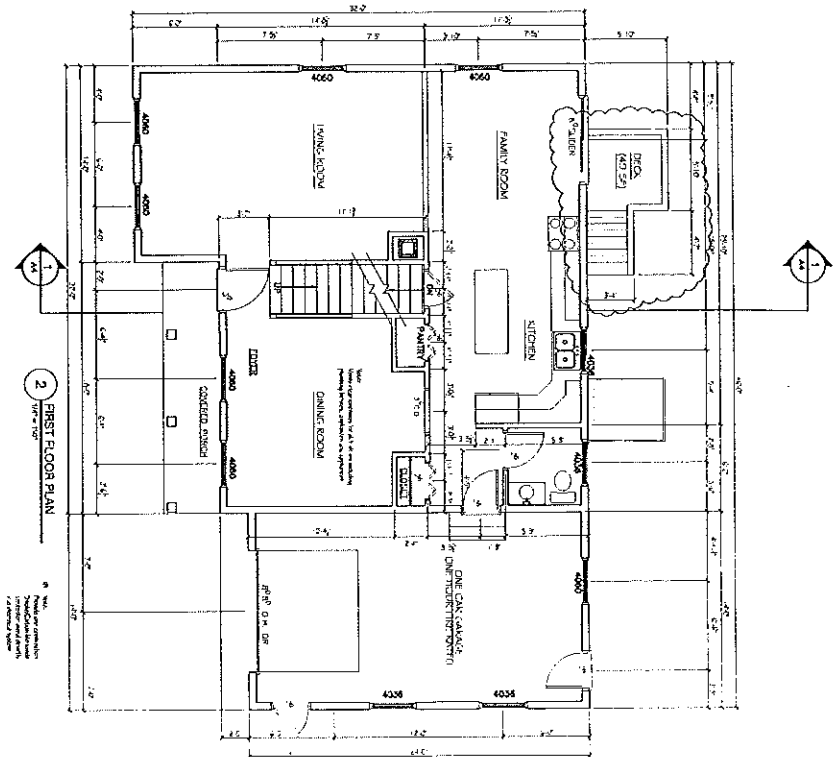
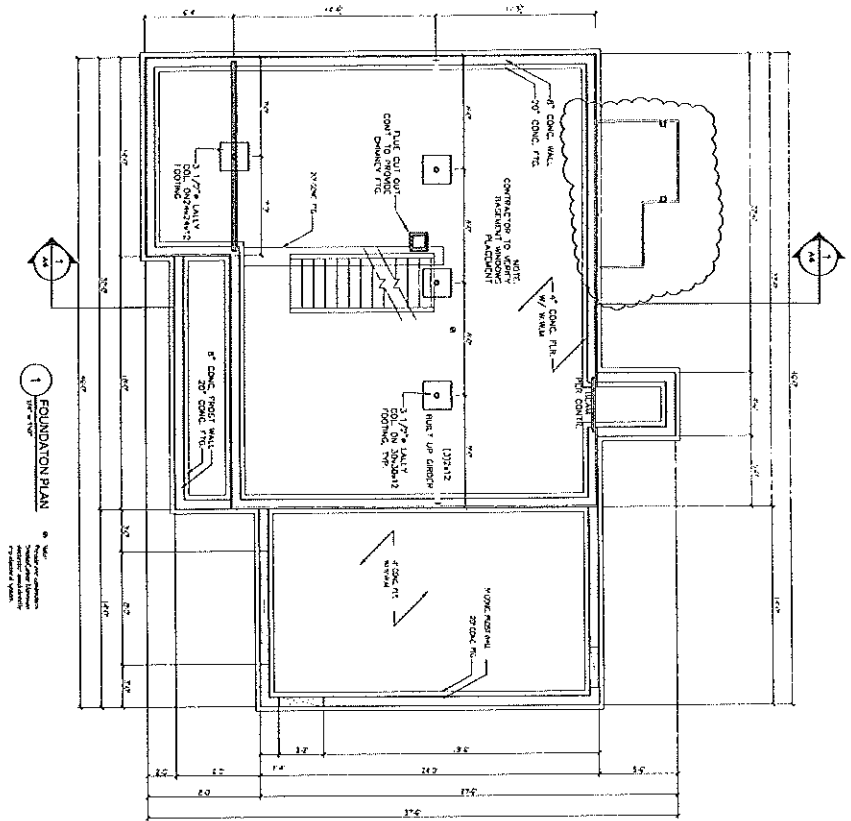
Professional Land Surveyors
Certified Floodplain Managers



918 BRIGHTON AVE. PH.(207)878-7870
PORTLAND, ME. 04102 F.(207)878-7871

THIS INSPECTION IS VALID ONLY WITH A SURVEYOR'S SEAL AND IS NULL & VOID 90 DAYS AFTER INSPECTION DATE.

THIS IS NOT A BOUNDARY SURVEY - NOT FOR RECORDING





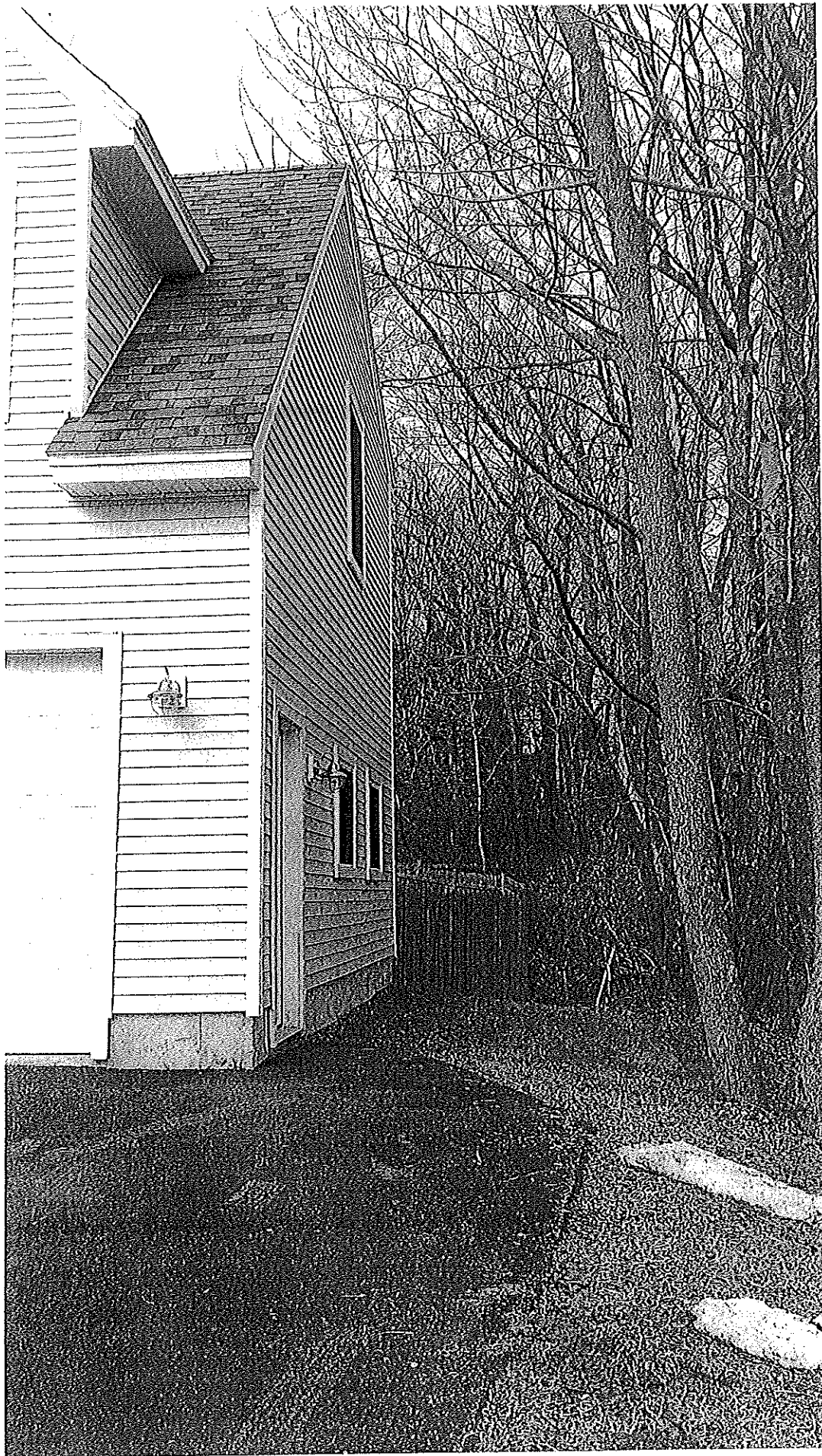
Index Number - K5NE

ax Map Index, <http://www.portlandassessor.com/taxmap.asp>

April 4 2012 to 2013

K5NE







DEED IN LIEU OF FORECLOSURE*KNOW ALL PERSONS BY THESE PRESENTS,*

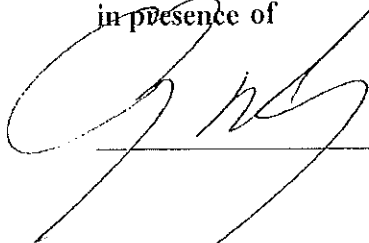
THAT SUMMIT REAL ESTATE, LLC, a Maine Limited Liability Company, ("Borrower"), of Portland, County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable consideration paid by LINCOLN CAPITAL, LLC, a Maine Limited Liability Company, (the "Lender") whose mailing address is 796 Forest Avenue, Portland, ME 04103, **SELL AND CONVEY, AND FOREVER QUITCLAIM** unto the said LINCOLN CAPITAL, LLC, its successors and assigns forever, the property, with all improvements thereto, located at 142 East Kidder Street in Portland, Cumberland County, State of Maine, and more fully described in Exhibit A attached hereto.

The BORROWER executed and delivered to LENDER a mortgage deed, giving the above-described property as security, dated November 2, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30103, Page 88. The Deed herein executed is being given by the BORROWER in lieu of foreclosure by LENDER of its mortgage deed.

IN WITNESS WHEREOF, I, Mony Hang, Sole Member of SUMMIT REAL ESTATE, LLC, have caused this instrument to be executed on this 7th day of August, 2014.

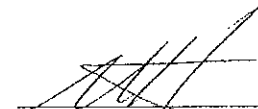
SIGNED, SEALED AND DELIVERED

in presence of

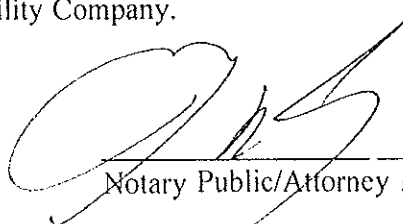


State of Maine
Cumberland, ss.

SUMMIT REAL ESTATE, LLC


 By: Mony Hang
 Its: Sole Member

Personally appeared before me on this 7th day of August, 2014, the above-named Mony Hang in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Limited Liability Company.


 Notary Public/Attorney at Law

Printed Name: _____

Commission Expires: _____

Ryan M. Cyr Notary Public, Maine My Commission Expires January 24, 2019

MAINE REAL ESTATE TAX PAID

EXHIBIT A

O East Kidder St., Portland

A certain lot or parcel of land situated on the Northwestern side of Kidder Street in the City of Portland, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) set in the ground at the Northerly corner at the Northeasterly end of Kidder Street on the Southwesterly side line of *Townhomes at Ocean East Condominium* as shown on a plan recorded in the Cumberland County Registry of Deeds in Plan Book 204 on Page 49;

Thence S 61°48'39" W along the Northwestern side line of the said Kidder Street 50.00 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 14°34'49" W across land of the Grantor 14.50 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 27°57'08" W continuing across land of the Grantor 26.39 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 78°30'30" W continuing across land of the Grantor 30.58 feet to a 5/8" rebar found set flush in the ground at the Easterly corner of land now or formerly of Caroline J. Archambeau (3395/285);

Thence N 28°10'39" W along land of the said Archambeau 60.00 feet to a 5/8" rebar found buried 2" in the ground at the Northerly corner of land of the said Archambeau on the Southeasterly boundary of land now or formerly of James M. Davis and Tim Fredheim (22,898/201);

Thence N 61°48'39" E along land of the said Davis and Fredheim 70.00 feet to a 5/8" capped rebar (#1328) set in the ground at the Easterly corner of land of the said Davis and Fredheim on the Southwesterly boundary of land of the said *Townhomes at Ocean East*;

Thence S 28°11'21" E along land of the said *Townhomes at Ocean East* 120.00 feet to the point of beginning. Containing 7,246 square feet.

All bearings are Magnetic of the Year 1997.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by a deed recorded in the Cumberland County Registry of Deeds in Book 4500 on Page 168.

DocuSign Envelope ID: 2084F6E4-9F08-460E-BD20-081F2C039180

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

October 14, 2014
Offer DateEffective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Jessica McMann, Linda McMann, Michael McMann ("Buyer") and Lincoln Capital, LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland County of Cumberland State of Maine, located at 142 East Kidder Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 31730, Page(s) 205/All.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: No Exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: No Exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on October 10, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: Dishwasher, Microwave, Range-Gas, Refrigerator

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 264,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ 2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: The Maine Real Estate Network ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 15, 2014 (date) 4:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 26, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2014

Page 1 of 4 - P&S

Buyer(s) Initials

Seller(s) Initials

The Maine Real Estate Network, 152 U.S. Route 1, Southport, ME 04074
 © Litocorp

Phone: (207) 415-7193 Fax: 207-443-9791
 Produced with zipForms® by zipLogix 18070 Finsen Mills Road, Fraser, Michigan 48026 www.zipforms.com

Jessica McMann

DocuSign Envelope ID: 2084F8E4-9F08-460E-BD20-081F2C039190

1. **FUEL/UTILITIES/PRORATIONS:** Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) No Other. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a re apportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

1. **DUE DILIGENCE:** Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	☒	☐	Within 10 days	n. Arsenic Treated Wood	☒	☐	Within days
b. Sewage Disposal	☐	☒	Within days	o. Pests	☒	☐	Within days
c. Coastal shoreland/septic	☐	☒	Within days	p. Code Conformance	☒	☐	Within days
d. Water Quality	☐	☒	Within days	q. Insurance	☒	☐	Within days
e. Water Quantity	☐	☒	Within days	r. Environmental Scan	☒	☐	Within days
f. Air Quality	☒	☐	Within 10 days	s. Lot size/acreage	☐	☒	Within days
g. Square Footage	☐	☒	Within days	t. Survey/MLI	☐	☒	Within days
h. Pool	☐	☒	Within days	u. Zoning	☐	☒	Within days
i. Energy Audit	☐	☒	Within days	v. Registered Farmland	☐	☒	Within days
j. Chimney	☐	☒	Within days	w. Habitat Review/Waterfowl	☐	☒	Within days
k. Smoke/CO detectors	☐	☒	Within days	x. Flood Plain	☐	☒	Within days
l. Mold	☐	☒	Within days	y. Tax Status/Tree Growth	☐	☒	Within days
m. Lead Paint	☐	☒	Within days	z. Other	☐	☒	Within days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

1. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

1. **FINANCING:** This Agreement ☒ is ☐ is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a conventional loan of 95.000 % of the purchase price, at an interest rate not to exceed prevailing rate % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 7,500.00 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum Yes ☐ No ☒.
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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1. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Jim Litrocapas (007183) of The Maine Real Estate Network (2781)
 Licensee MLS ID Agency MLS ID
 is ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Debbie Kilmartin (007859) of The Maine Real Estate Network (2484)
 Licensee MLS ID Agency MLS ID
 is ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

1. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

1. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

1. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

1. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

2. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

2. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

2. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

2. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

2. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

2. ADDENDA: Lead Paint - ☐ Yes ☒ No ; Other - ☒ Yes ☐ No

Explain: Addendum 1

The Property Disclosure Form is not an addendum and not part of this Agreement.

2. OTHER CONDITIONS: 26. Seller has 5 days from effective date to provide Buyer with a written warranty per Maine State Law for a new construction home. Buyer to have 5 days from receipt to review said warranty and deem it satisfactory. If not satisfactory to Buyer, at Buyer's option Buyer may deem contract null and void and all earnest money shall promptly be returned.

Revised 2014

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Buyer(s) Initials

Seller(s) Initials

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Jessica McMann

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2. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is _____

DocuSigned by:

Jessica McMann

10/14/2014

DATE

DocuSigned by:

Linda McMann

DocuSigned by:

Michael McMann

10/14/2014

DATE

BUYER 26549A84FC...

Jessica McMann

BUYER 26549A84FC...

Linda McMann, Michael McMann

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

DocuSigned by:

Todd Miranda

SELLER 26549A84FC...

10/15/2014

DATE

SELLER

DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER

DATE

SELLER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER

DATE

BUYER

DATE

EXTENSION

The closing date of this Agreement is extended until _____

DATE

SELLER

DATE

SELLER

DATE

BUYER

DATE

BUYER

DATE



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Jessica McMann