

1. ZBA Agenda - 12-3-15

Documents: [12-3-15 AGENDA.PDF](#)

2. Application (39 Skylark Road)

Documents: [APPLICATION - FOR PUBLIC POSTING.PDF](#)

3. Application (1877 Congress St.)

Documents: [CONDITIONAL USE APPEAL APPLICATION - 1877 CONGRESS ST.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Sara Moppin, Chair
Kent Avery, Secretary
Chip Gavin
William Getz
Donna Katsiaficas
Eric Larsson

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, December 3, 2015, 6:30 p.m., Room 209, 2nd Floor, City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business:

A. Disability Variance Appeal:

39 Skylark Road, Robert E. Shaw owner, Tax Map 347, Block E, Lot 003, R-3 Residential Zone: The applicant is seeking a disability variance under section 14-90(d)(1) to install a handicap ramp. The appellant is requesting a front setback of twenty-three feet instead of the required twenty-five foot front yard setback [section 14-90(d)(1)]. Representing the appeal is Lori Tully from Alpha One and Candace Scripture from Custom Float Services.

B. Conditional Use Appeal:

1877 Congress St, Verizon Wireless, buyer, Tax Map 217, Block A, Lot 010, R-2 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-78(c)(1) to construct a thirty foot by fifty five foot telephone equipment shelter and pad-mounted generator, transformer, and HVAC unit. The shelter and associated equipment will be accessed by a new twelve foot wide gravel driveway and parking area. Representing the appeal is the buyer and Kelly B. Boden, Esq.

2. Other Business:

A. 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



CITY OF PORTLAND
ZONING BOARD OF APPEALS

Disability Variance Appeal Application

APPLICANT INFORMATION:

Lori Tully ILS/Candace
NAME *Scripture*
Alpha One / Custom Float Services
BUSINESS NAME
127 Main Street
ADDRESS
South Portland, ME 04106
1-800-646-7200
TELEPHONE #

GRANTOR / CONTRACTOR
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg; owner, purchaser, etc)

R3
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

SINGLE FAMILY RESIDENTIAL

EMAIL: cscripture@customfloat.com

SUBJECT PROPERTY INFO:

39 SKYLARK RD
PROPERTY ADDRESS
347 E003 001
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER INFO (If Different):

ROBERT E SHAW
NAME
39 SKYLARK RD
ADDRESS

347 E003 001

Variance from Section 14:

23'± FRONT SET BACK
VS. 25 ft

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

11/6/2015
DATE

LD 136 – This bill provides that medical records or other documents submitted to a municipal board of appeals or a municipal code enforcement officer that describe or verify the disability of a person who is seeking a variance from municipal zoning ordinances in order to accommodate the disability are not public records under the state's Freedom of Access Act. **Enacted; PL 2015, c. 152**

05796

DEED OF SALE BY PERSONAL REPRESENTATIVE (TESTATE)

Dorrine A. Sullivan of Portland, County of Cumberland, and State of Maine, duly appointed and acting personal representative of the estate of George L. Sullivan, deceased (testate), as shown by the probate records of Cumberland County, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to Robert E. Shaw and Stephanie L. Shaw, as joint tenants, both of Portland, County of Cumberland, and State of Maine, whose mailing address is 39 Skylark Road, Portland, ME 04103, the real property in Portland, County of Cumberland, and State of Maine, described as follows:

A certain lot or parcel of land, with any buildings or improvements thereon, situated on ~~Martha~~ ^{Bertina} Street (now known as 39 Skylark Road) in the said City of Portland, and being Lot No. 49 as shown on a Plan of Hanson Manor, recorded in the Cumberland County Registry of Deeds in Plan book 57, Page 69. D.S.

The above conveyance is made subject to a certain easement given to the New England Telephone & Telegraph Company for the maintenance of service to said and other premises along, over, or under one certain strip of land six (6) feet in width along the boundary line or lines of said premises above conveyed and from the center of said strip of land six (6) feet in width to any dwelling house constructed or to be constructed upon said premises as shown on one certain deed to said New England Telephone & Telegraph Company duly recorded, to which reference is made for a more particular description.

Being the same premises conveyed to George L. Sullivan (deceased March 6, 1993) and Myrtle M. Sullivan (having predeceased the said George L. Sullivan), as joint tenants, by deed of C. H. Hanson Company, Inc., dated July 6, 1964, and recorded in said Registry of Deeds in Book 2834, Page 303.

1996.

WITNESS my hand and seal this 31st day of January.



Dorrine A. Sullivan
Dorrine A. Sullivan, Personal
Representative of Estate of
George L. Sullivan

MAINE REAL ESTATE TAX PAID

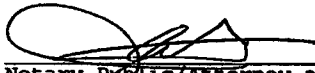
BK 12334 PG 025

STATE OF MAINE
CUMBERLAND, SS

 31, 1996

Then personally appeared the above-named Dorrine A. Sullivan,
as Personal Representative of the estate of George L. Sullivan,
and acknowledged the foregoing instrument to be her free act and
deed in her said capacity.

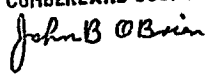
Before me,


Notary Public/Attorney-at-Law
Printed Name: _____

BEL/GEN/RV2/SU

JACQUE A. GARNON
MY COMMISSION EXPIRES DECEMBER 28, 1999

-2-

RECEIVED
RECORDED REGISTRY OF DEEDS
96 FEB -1 AM 11:52
CUMBERLAND COUNTY


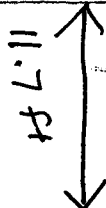
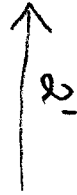


Reviewed for Code Compliance
Inspection Division
Approved with Conditions

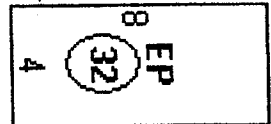
Date: 10/02/15

SK 1:1

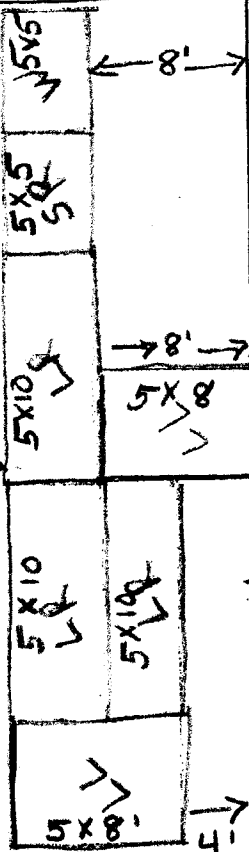
PROPERTY LINE



Drive



25



R/D

23ft



40

CBL 347 E 003001
39 Skylark Rd
Portland, ME

50' TO
CENTER OF
ROAD



PROPERTY LINE

347 E025

347 E026

347 E006

347 E005

9024

347 E004

9012

347 E003

9001

347 E002

347 E001

SKYLARK RD

347 C028

347 C027

347 C026

10 m

50 ft

esri

39 SKYLARK

Current Owner Information:

CBL 347 E003001
Land Use Type SINGLE FAMILY
 Verify legal use with
 inspections Division
Property Location 39 SKYLARK RD
Owner Information SHAW ROBERT E & STEPHANIE L JTS
 39 SKYLARK RD
 PORTLAND ME 04103

Book and Page 12334/24
Legal Description 347-E-3
 SKYLARK RD 39

 9012 SF
Acres 0.2069

Current Assessed Valuation:

TAX ACCT NO.	36996	OWNER OF RECORD AS OF APRIL 2014
LAND VALUE	\$69,800.00	SHAW ROBERT E &
BUILDING VALUE	\$95,500.00	STEPHANIE L JTS
HOMESTEAD EXEMPTION	(\$10,000.00)	39 SKYLARK RD
NET TAXABLE - REAL ESTATE	\$155,300.00	PORTLAND ME 04103
 TAX AMOUNT	 \$3,106.00	

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

Building Information:**Building 1**

Year Built 1964
Style/Structure Type RANCH
Stories 1
Units 1
Bedrooms 2
Full Baths 1
Total Rooms 5
Attic NONE
Basement FULL
Square Feet 1000

[View Sketch](#) [View Map](#) [View Picture](#)

**Sales Information:**

Sale Date	Type	Price	Book/Page
2/1/1996	LAND + BUILDING	\$83,000.00	12334/24

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT



This is to certify that

SHAW ROBERT E & STEPHANIE L JTS

Located at

39 SKYLARK RD

PERMIT ID: 2015-02319

ISSUE DATE: 10/05/2015

CBL: 347 E003001

has permission to **Install an ADA critical access ramp (5' x 56') - no permanent footings**
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/ Laurie Leader

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: 2015-02319

Located at: 39 SKYLARK RD

CBL: 347 E003001

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 (ONLY)

or email: buildinginspections@portlandmaine.gov

**Check the Status or Schedule an Inspection On-Line at
<http://www.portlandmaine.gov/planning/permitstatus.asp>**

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**
- **Per Section 107.3.1 of the Maine Uniform Building and Energy Code (MUBEC). One set of printed approved stamped construction documents shall be kept at the site of work and shall be open to inspection by building officials.**

REQUIRED INSPECTIONS:

Setbacks and Footings Prior to Pouring

Framing Only

Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any Date: 10/02/15
within the City, payment arrangements must be made before permits of any kind are accepted.

Address/Location of Construction: 39 Skylark Rd., Portland, Me. 04102		
Total Square Footage of Proposed Structure:		5' x 56' 280 sf
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 347 E003 001	Applicant Name: Custom Float Services Address PO Box 7302 City, State & Zip Portland, ME 04112	Telephone: 207-653-6059 Email: cscripture@customfloa
Lessee/Owner Name : Robert Shaw (if different than applicant) Address: 39 Skylark Rd City, State & Zip: Portland, ME 04102 Telephone 207-797-0750 E-mail:	Contractor Name: Custom Float Se (if different from Applicant) Address: PO Box 7302 City, State & Zip: Portland, Me. 0401 Telephone 207-653-6059 E-mail: cscripture@customfloat.co	Cost Of Work: \$ 1875.00 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: Emergency Access ADA Ramp Is property part of a subdivision? ____ If yes, please name _____ Project description: Temporary ADA Critical Access Ramp Granted by Alpha One. No permanent footings; ramp rests on 12 x 12 PT Pads. Slope: 1:12 ratio		
Who should we contact when the permit is ready: Candace Scripture@ Custom Float Services		
Address: PO Box 7302		
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: _____

Date: 09/23/2015

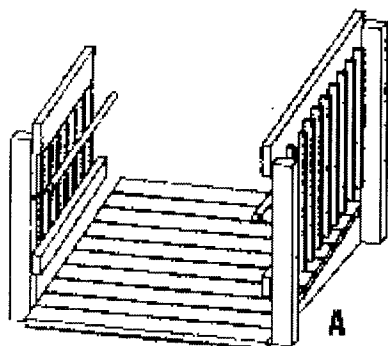
This is not a permit; you may not commence ANY work until the permit is issued.



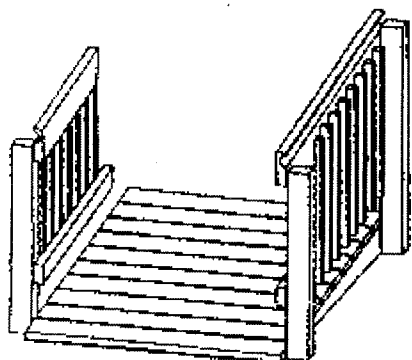
Reviewed for Code Compliance
Inspection Division
Approved with Conditions

Date: 10/02/15

GUARDRAIL/HANDRAIL



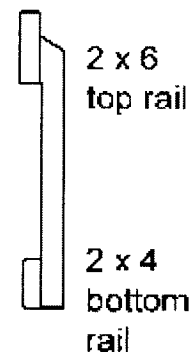
Option A: Attach 2x4 boards to 4"x4"s parallel to ramp surface, 4" above ramp surface. Attach 2x6 boards parallel to 2x4's so that top of 2x6 is 36" above ramp. Cut 2x2 spindles to 30" lengths and attach vertically to 2x4 and 2x6's with 4" space between each. Use a 3 7/8" spacer to make spindles installation easier. 1 1/2" round hand rail can be attached to the 4x4's or the 2x6 at a height that is most convenient to the user. (The reason the 2x4 is placed 4" above the ramp is to allow for easier snow removal.)



Option B: Same as above, except that top rail consists of 2x6 board that has been plowed for a hand grip. The plowed groove is placed on the outside of the ramp.

When ordering lumber for guardrail, order the longest board possible; i.e 15' of guardrail from 2x6x16. You can get 3, 30" spindles from an 8' length and you need 10 spindles per 59" section.

Note: The 30" 2x2 spindles can be cut with a 30 degree bevel on one end and installed as shown at right.



Note: Type of guardrail/handrail selection is based on needs of the user. It may be easier for someone to pull themselves up the ramp using the 1 1/2" round handrail rather than using the plowed-style of 2 x 6 handrail.



The Critical Access Ramp Program

The critical Access ramp program is a project provided through funding from Maine's Office of Community Development, Maine State Housing, and HUD. It is designed to enable people to obtain a well-built wheelchair ramp for their home quickly and efficiently. Families and individuals with low to moderate incomes who are not able to enter or leave their home because of an inability to use stairs would have an opportunity to obtain a wheelchair ramp within approximately 2-3 weeks anywhere in Maine. The program will address several critical obstacles faced by people in the past: Getting a ramp quickly, getting a functioning and safe ramp that meets applicable codes, requirements, and recommendations, and getting a high quality ramp that can go with a person when they move.

A comprehensive independent living evaluation will be done at a person's home by Alpha One and will include a site evaluation for a ramp. Modular ramp components will be pre-fabricated out of pressure treated wood and stockpiled in ready-to-go inventories. Trained, professional installers would then pick up, deliver, and build the modules into a ramp quickly and efficiently. People would not have to go into nursing homes, miss essential medical treatments, or remain trapped in their homes isolated from family and community. The components can also be disassembled and re-built if the consumer moves to a new location – people would not have to seek funds to build a new ramp each time they moved. This program will also be available to families and individuals who rent and will not be limited to homeowners only (home ownership is a requirement for most grant and low-interest loan programs).

The problem of obtaining ramps has been a long term barrier for people with disabilities and promises to grow more urgent in the years to come as we all age and more and more of us need ramps. This program is a giant step toward meeting that need in a comprehensive and effective way.

C7 Structural Notes

ADA Ramp

1:12 slope ratio

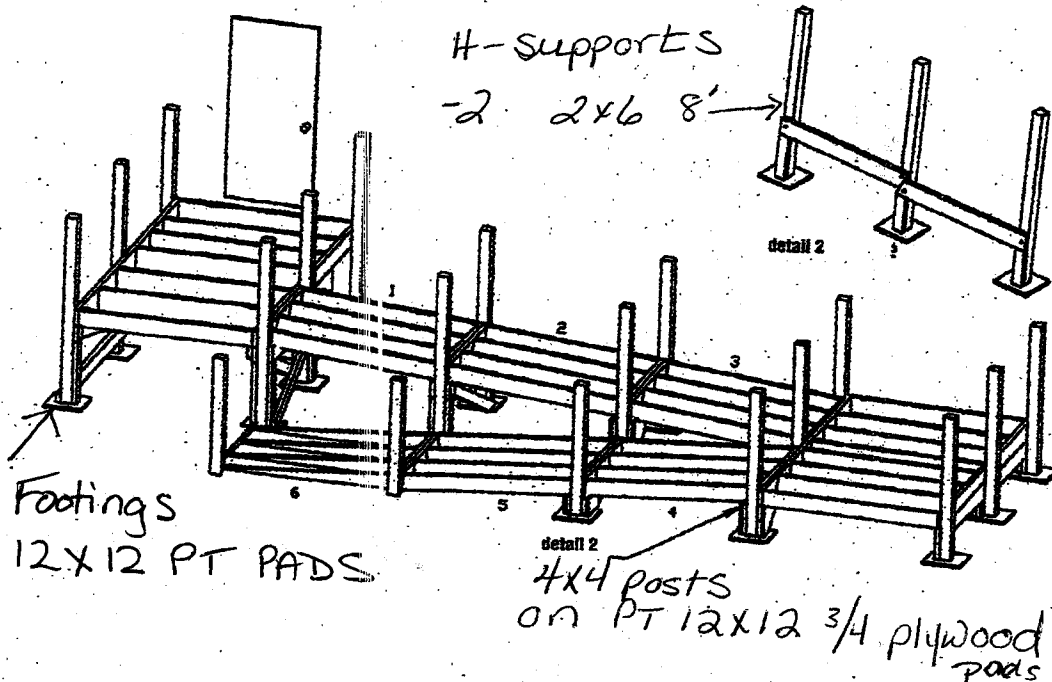
Attach string line from top of level landing to point where ramp will end.

Bolt Module #4 to landing with 3/8" x 4" carriage bolts. Match module slope to string.

↑ FASTENERS

Attach cross support for Module #4 as shown in detail 2.

Cross supports for the junction of Modules #4 and #5 will be attached to the 4x4 at the junction of Modules #2 and #3.



Note: The same options for transition to the ground are used for this design. Guardrail/handrail options are also the same except the inside guardrail on the lower portion of the ramp will be attached to the center 4x4's. Between modules 3 & 4 some 2x2x30" spindles will need to be screwed in place from inside the ramp.

COMPONENT MODULES MATERIALS

() Large Landing 8x5:

- 4 2x6 10'
 - 2 2x6 8'
 - 10 5/4x6 8'
 - 10 2x6
- Decking
joist hangers

() Long Ramp 5x10'

- 4 2x6 10'
 - 1 2x6 8'
 - 5 5/4x6 14'
- Decking

() Small Landing

- 4 2x6 10'
 - 5 5/4x6 10'
 - 6 2x6
- Decking
joist hanger

() Short Ramp 5x5

- 2 2x6 10'
 - 1 2x6 8'
 - 3 5/4x6 14'
- decking

() Wedge 5x5

- 1 2x6 10'
 - 1 2x4 8'
 - 3 5/4x6 14'
- Decking

Verrill Dana^{LLP}

Attorneys at Law

KELLY B. BODEN
PARTNER
kboden@verrilldana.com
Direct: 207-253-4472

ONE PORTLAND SQUARE
PORTLAND, MAINE 04112-0586
207-774-4000 • FAX 207-774-7499
www.verrilldana.com

October 21, 2015

Via Hand Delivery

City of Portland Zoning Board of Appeals
389 Congress St., Room 315
Portland, ME 04101

Re: Conditional Use Application
Proposed Verizon Wireless Facility

Dear Zoning Board of Appeals:

Enclosed please find eleven (11) copies of a Conditional Use Appeal Application for a proposed Verizon Wireless' wireless telecommunications facility at 1877 Congress Street, Portland, Maine. Also, enclosed is the requisite filing fee of \$100.00.

PROJECT DESCRIPTION

Verizon Wireless proposes to place a 1,650 square foot equipment shelter at the proposed site to house cellular equipment. Additionally, Verizon Wireless proposes to place an external generator on a 5 x 10 concrete pad immediately outside of the equipment shelter. Verizon Wireless proposes to screen the generator with arborvitae. An HVAC unit placed on an 8 x 8 concrete pad will also be located outside of the equipment shelter and screened by arborvitae. The equipment shelter will be accessed by a new 12-foot wide gravel driveway. A single parking area is proposed as well. All of the above project components are shown in detail on the Site Plan attached as Exhibit 2.

STANDARDS FOR CONDITIONAL USE

- a. 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

RESPONSE: The proposed Facility will result in approximately one vehicle trip per month, on average, by a Verizon Wireless technician. Accordingly, the construction of the facility will not result in any adverse parking or traffic impacts.

- b. 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

RESPONSE: The proposed Facility will not create unsanitary or harmful conditions. The only noise associated with operation of the Facility is the weekly cycling of the back-up generator. In addition, the proposed Facility will not require water supply or sewage disposal, nor will it produce any wastewater. There will be no emissions to the air, odor, or litter. The only exterior lighting associated with the Facility is a small, down-directional, motion-activated light over the door of the equipment shelter.

- c. The design and operation of the proposed use, including but not limited to landscaping, screening, sign, 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 or other allowable uses in the zone.

RESPONSE: The proposed Facility has been designed to fit into the existing landscape of the site. The equipment shelter has been designed with an architectural shingle roof and residential clapboard siding to fit in with the surrounding neighborhood. There will be no signs, loading, deliveries, trash, waste generation, or materials stored at the facility.

We respectfully request that the Zoning Board of Appeals consider this request at its next regularly scheduled meeting. Please do not hesitate to contact the project manager, Matt Burke (at 508-930-0974), or me should you have any questions.

Thank you and I look forward to hearing from you.

Very truly yours,



Kelly B. Boden

KBB/prf

Enclosures

cc: Matt Burke, Tower Resource Management, Inc.

TABLE OF CONTENTS

1. Conditional Use Appeal Application Form
2. Site Plan
3. Tax Map
4. Purchase & Sale Contract
5. Existing Photos of the Site

EXHIBIT 1

Portland, Maine



Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

Verizon Wireless
NAME

Verizon Wireless d/b/a Portland Cellular
BUSINESS NAME Partnership

118 Flanders Road, Westborough, MA 01581
BUSINESS ADDRESS

(207) 253-4472 kboden@verrilldana.com
BUSINESS TELEPHONE & E-MAIL

Purchase and Sale Contract
APPLICANT'S RIGHT/TITLE/INTEREST

R2
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:
Undeveloped

TYPE OF CONDITIONAL USE PROPOSED:

Utility substation/telephone electronic equipment enclosures

Subject Property Information:

1877 Congress St., Portland, ME 04101
PROPERTY ADDRESS

217-A-10 & 217 A010001
CHART/BLOCK/LOT (CBL)

St. Albans Corp.
PROPERTY OWNER (If Different)

1897 Congress Street, Portland, ME 04102
ADDRESS (If Different)

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 78(c)(1)

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.

Kelly Boden (agent for Verizon)
SIGNATURE OF APPLICANT

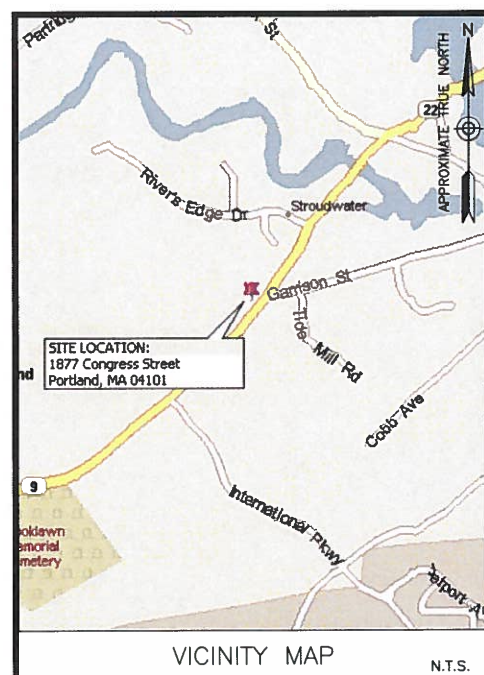
10/20/15
DATE

389 Congress Street * Portland Maine 04101-3509 * Phone: (207) 874-8703 * Fax: (207) 874-8716
<http://www.portlandmaine.gov/planning/buildinsp.asp> * E-Mail: buildinginspections@portlandmaine.gov

EXHIBIT 2



PORTLAND, ME HEAD END
1877 CONGRESS STREET
PORTLAND, ME 04101



DIRECTIONS FROM WESTBOROUGH, MA:

TAKE 1-495 N. CONTINUE ONTO EXIT 60 (SIGNS FOR ROUTE 286/BEACHES/SALISBURY). MERGE ONTO 1-95 N. KEEP LEFT AT THE FORK TO STAY ON 1-95 N. KEEP LEFT AT THE FORK TO STAY ON 1-95 N. TAKE EXIT 46 TOWARD I-22 WEST/ETTER/CONGRESS ST. TURN RIGHT ONTO THE SIDEWAY. USE THE LEFT LANE TO TURN LEFT AT THE 1ST. CROSS STREET ONTO JOHNSON RD. CONTINUE STRAIGHT TO STAY ON JOHNSON RD. USE THE RIGHT 2 LANES TO MERGE ONTO CONGRESS ST. SITE WILL BE ON THE LEFT.

ENGINEER
DEWBERRY ENGINEERS INC.
280 SUMMER ST.
10TH FLOOR
BOSTON, MA 02210

PHONE # (617) 531-0813
FAX # (617) 695-3310

CONTACT: DAMIAN SCHMALZ

CONSTRUCTION
VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956
PHONE # (508) 330-3335
FAX # (508) 330-3405

CONSULTANT TEAM

SITE NAME:
PORTLAND, ME HEAD END

PROPERTY OWNER:
PORTLAND / ST ALBANS CORP
1897 CONGRESS ST
PORTLAND ME 04102

APPLICANT:
PORTLAND CELLULAR PARTNERSHIP D/B/A
VERIZON WIRELESS
118 FLANDERS ROAD
WESTBORO, MA 01581

ELECTRIC UTILITY:
CENTRAL MAINE POWER (800) 565-3181

TELEPHONE UTILITY:
VERIZON (800) 837-4966

PARCEL ID:
217-A-10

HORIZONTAL DATUM:
NORTH AMERICAN DATUM OF 1983 (NAVD88)

CENTER OF BUILDING*:
LATITUDE: 43° 39' 18.99" N
LONGITUDE: 70° 19' 02.60" W
*PER HANDHELD GPS

PROJECT SUMMARY

SITE ADDRESS:
1877 CONGRESS ST.
PORTLAND, ME 04101

ZONING DISTRICT:
R-2 RESIDENTIAL DISTRICT 2

PROJECT DIRECTORY

THE PROJECT WILL CONSIST OF INSTALLING A NEW 1,500 S.F. HEAD END FACILITY WITH ASSOCIATED PARKING AREA. UTILITIES TO COME FROM EXISTING SOURCES AT STREET.

PROJECT DESCRIPTION

THIS DOCUMENT WAS DEVELOPED TO REFLECT A SPECIFIC SITE AND ITS SITE CONDITIONS AND IS NOT TO BE USED FOR ANOTHER SITE OR WHEN OTHER CONDITIONS PERTAIN. REUSE OF THIS DOCUMENT IS AT THE SOLE RISK OF THE USER.

A.D.A. COMPLIANCE:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

[illegible]

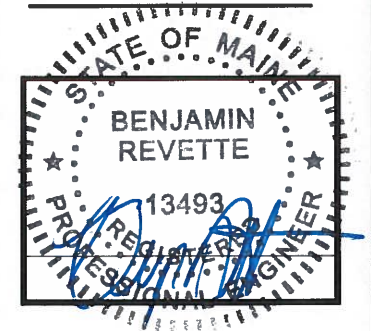
VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

**PORTLAND, ME
HEAD END**

ZONING DRAWINGS		
2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.695.3400
FAX: 617.695.3310



DRAWN BY: SK

REVIEWED BY: DAS

CHECKED BY:	MFT
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PROJECT NUMBER:	50002925
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JOB NUMBER:	50070909
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SITE ADDRESS:

1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

1. FIELD SURVEY DATE: SEPTEMBER 18, 2015
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988.
3. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) GEOID 09.
4. CENTER OF PROPOSED LEASE AREA:
LAT 43° 39' 18.99" N
LON 70° 19' 02.60" W
5. OWNER: PORTLAND / ST ALBANS CORP
1897 CONGRESS ST
PORTLAND ME 04102
6. SITE NAME: PORTLAND, ME HEAD END
7. SITE NUMBER: N/A
8. SITE ADDRESS: 1877 CONGRESS ST.
PORTLAND, ME 04101
9. ABUTTERS INFORMATION TAKEN FROM TOWN TAX DATA
10. JURISDICTION: CITY OF PORTLAND, ME
11. TAX ID: MAP 217 LOT A-10
12. DEED REFERENCE: BK 29756 PL 145
13. PLAT REFERENCE: UNRECORDED PLAN BY LAND SERVICES
INC. DATED 1/08/13
14. GRID NORTH BASED ON GPS
15. ELEVATIONS AND COORDINATES FROM GPS LOCATIONS.
16. ALL UNDERGROUND UTILITY INFORMATION PRESENTED
HEREON WAS DETERMINED FROM THE BEST AVAILABLE EVIDENCE
AND PLANS OF RECORD. ALL UNDERGROUND UTILITIES
SHOULD BE LOCATED IN THE FIELD PRIOR TO
COMMENCEMENT OF ALL SITE WORK.
CALL DIGSAFE 1(800) 322-4844 A MINIMUM OF 72
HOURS PRIOR TO PLANNED ACTIVITY.
17. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT
AGENCY MAPS, THE PROPOSED TOWER ON THIS
PROPERTY IS LOCATED IN AN AREA DESIGNATED
AS ZONE X. NOT WITHIN THE 100 YEAR FLOOD BOUNDARY.
COMMUNITY PANEL NO. 2300510012C, DATED 12/8/1998
18. PROPERTY LINE INFORMATION IS COMPILED FROM
DEEDS AND PLANS OF RECORD AND IS NOT THE
RESULT OF A FULL BOUNDARY SURVEY.
19. BEARING SYSTEM OF THIS PLAN IS BASED ON GRID
NORTH.

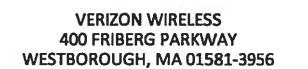
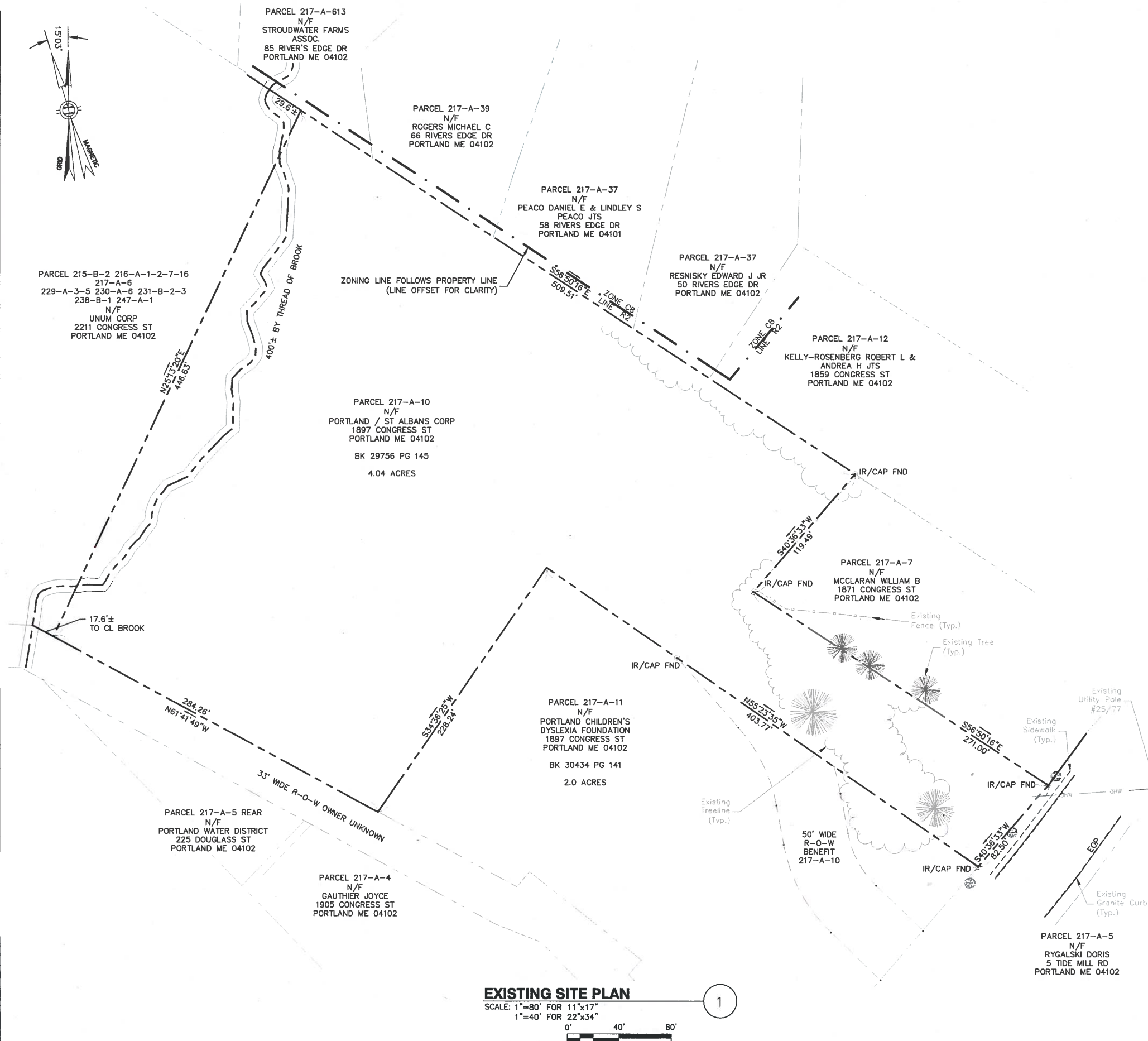
I HEREBY CERTIFY THAT THE LATITUDE, LONGITUDE AND ELEVATIONS PRESENTED HEREON MEET THE REQUIREMENTS OF THE FAA WITH THE FOLLOWING ACCURACIES:

± THREE (3) FEET VERTICALLY
± FIFTEEN (15) FEET HORIZONTALLY

DATE _____

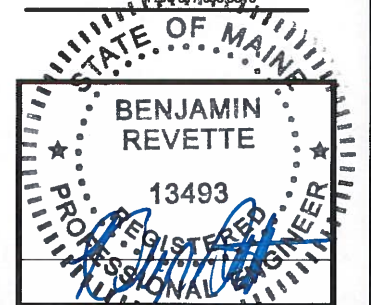
DISTRICT: R2 -- RESIDENTIAL ZONE	
	REQUIRED
MIN. AREA:	10,000 s.f.
MAX HEIGHT:	35 FEET
MIN. FRONTAGE:	50 FEET
MIN. DEPTH:	N/A
MIN. FRONT YARD DEPTH:	25 FEET
MIN. SIDE YARD DEPTH:	12 FEET (1 STORY)
MIN. REAR YARD DEPTH:	25 FEET
MAX LOT COVERAGE:	20%
MIN. IMPERVIOUS SURFACE:	N/A
MIN. OPEN SPACE:	N/A

 LOCUS PROPERTY LINE
 EXISTING PROPERTY LINE
 EXISTING CONTOURS
 ZONING LINE



ZONING DRAWINGS

2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



DRAWN BY: SK

REVIEWED BY:	DAS
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CHECKED BY:	MFT
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PROJECT NUMBER:	50002925
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JOB NUMBER: 50070909

SITE ADDRESS:

1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

EXISTING SITE PLAN

SHEET NUMBER

$$Z-1$$

GENERAL NOTES

1. FIELD SURVEY DATE: SEPTEMBER 18, 2015
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988.
3. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) GEOID 09.
4. CENTER OF PROPOSED LEASE AREA:
LAT TBD
LON TBD
GROUND EL= TBD
5. OWNER: PORTLAND / ST ALBANS CORP
1897 CONGRESS ST
PORTLAND ME 04102
6. SITE NAME: PORTLAND, ME HEAD END
7. SITE NUMBER: N/A
8. SITE ADDRESS: 1877 CONGRESS ST.
PORTLAND, ME 04101
9. ABUTTERS INFORMATION TAKEN FROM TOWN TAX DATA
10. JURISDICTION: CITY OF PORTLAND, ME
11. TAX ID: MAP 217 LOT A-10
12. DEED REFERENCE: BK 29756 PG 145
13. PLAT REFERENCE: UNRECORDED PLAN BY LAND SERVICES INC. DATED 1/08/13
14. GRID NORTH BASED ON GPS
15. ELEVATIONS AND COORDINATES FROM GPS LOCATIONS.
16. ALL UNDERGROUND UTILITY INFORMATION PRESENTED HEREON WAS DETERMINED FROM SURFACE EVIDENCE AND PLANS OF RECORD. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD PRIOR TO COMMENCEMENT OF ALL SITE WORK. CALL DIGSAFE 1(800) 322-4844 A MINIMUM OF 72 HOURS PRIOR TO PLANNED ACTIVITY.
17. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE PROPOSED TOWER ON THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE X. NOT WITHIN THE 100 YEAR FLOOD BOUNDARY. COMMUNITY PANEL NO. 2300510012C, DATED 12/6/1998
18. PROPERTY LINE INFORMATION IS COMPILED FROM DEEDS AND PLANS OF RECORD AND IS NOT THE RESULT OF A FULL BOUNDARY SURVEY.
19. BEARING SYSTEM OF THIS PLAN IS BASED ON GRID NORTH.

FAA CERTIFICATION

I HEREBY CERTIFY THAT THE LATITUDE, LONGITUDE AND ELEVATIONS PRESENTED HEREON MEET THE REQUIREMENTS OF THE FAA WITH THE FOLLOWING ACCURACIES:

± THREE (3) FEET VERTICALLY
± FIFTEEN (15) FEET HORIZONTALLY

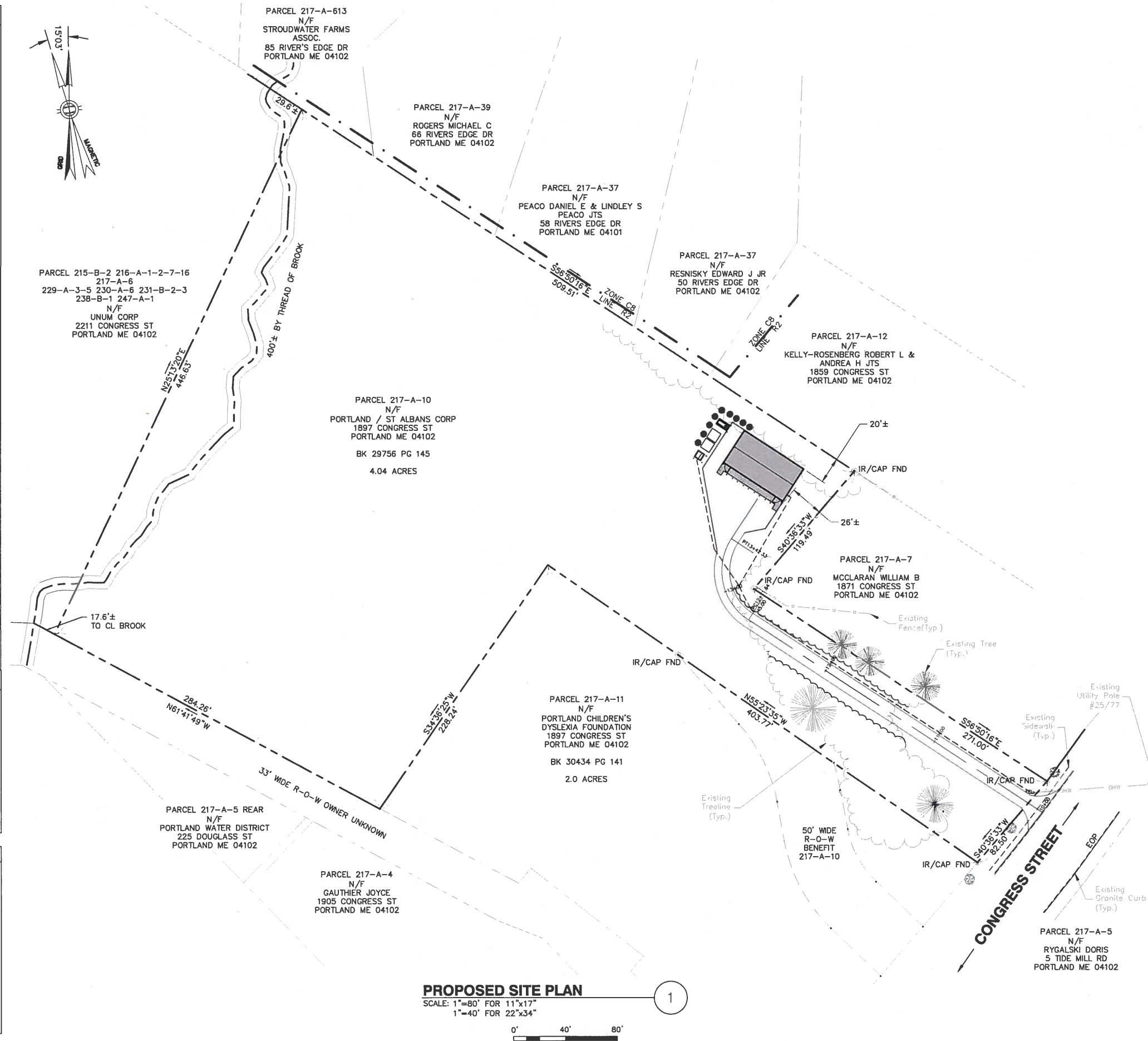
DATE

ZONING INFORMATION

DISTRICT:	R2 - RESIDENTIAL ZONE
REQUIRED	
MIN. AREA:	10,000 s.f.
MAX HEIGHT:	35 FEET
MIN. FRONTAGE:	50 FEET
MIN. DEPTH:	N/A
MIN. FRONT YARD DEPTH:	25 FEET
MIN. SIDE YARD DEPTH:	12 FEET (1 STORY)
MIN. REAR YARD DEPTH:	25 FEET
MAX LOT COVERAGE:	20%
MIN. IMPERVIOUS SURFACE:	N/A
MIN. OPEN SPACE:	N/A

LEGEND

---	LOCUS PROPERTY LINE
---	Existing Property Line
---	Existing Road
---	PROPOSED ROAD
---	PROPOSED ROAD CENTERLINE
---	Existing Contour
---	PROPOSED CONTOUR
---	PROPOSED EDGE OF CLEARING
---	Existing Treeline
---	Existing Overhead Utilities



verizon
WIRELESS

VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

**PORTLAND, ME
HEAD END**

ZONING DRAWINGS

2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT

Dewberry

Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.865.3400
FAX: 617.865.3310



DRAWN BY: SK

REVIEWED BY: DAS

CHECKED BY: MFT

PROJECT NUMBER: 50002925

JOB NUMBER: 50070909

SITE ADDRESS:

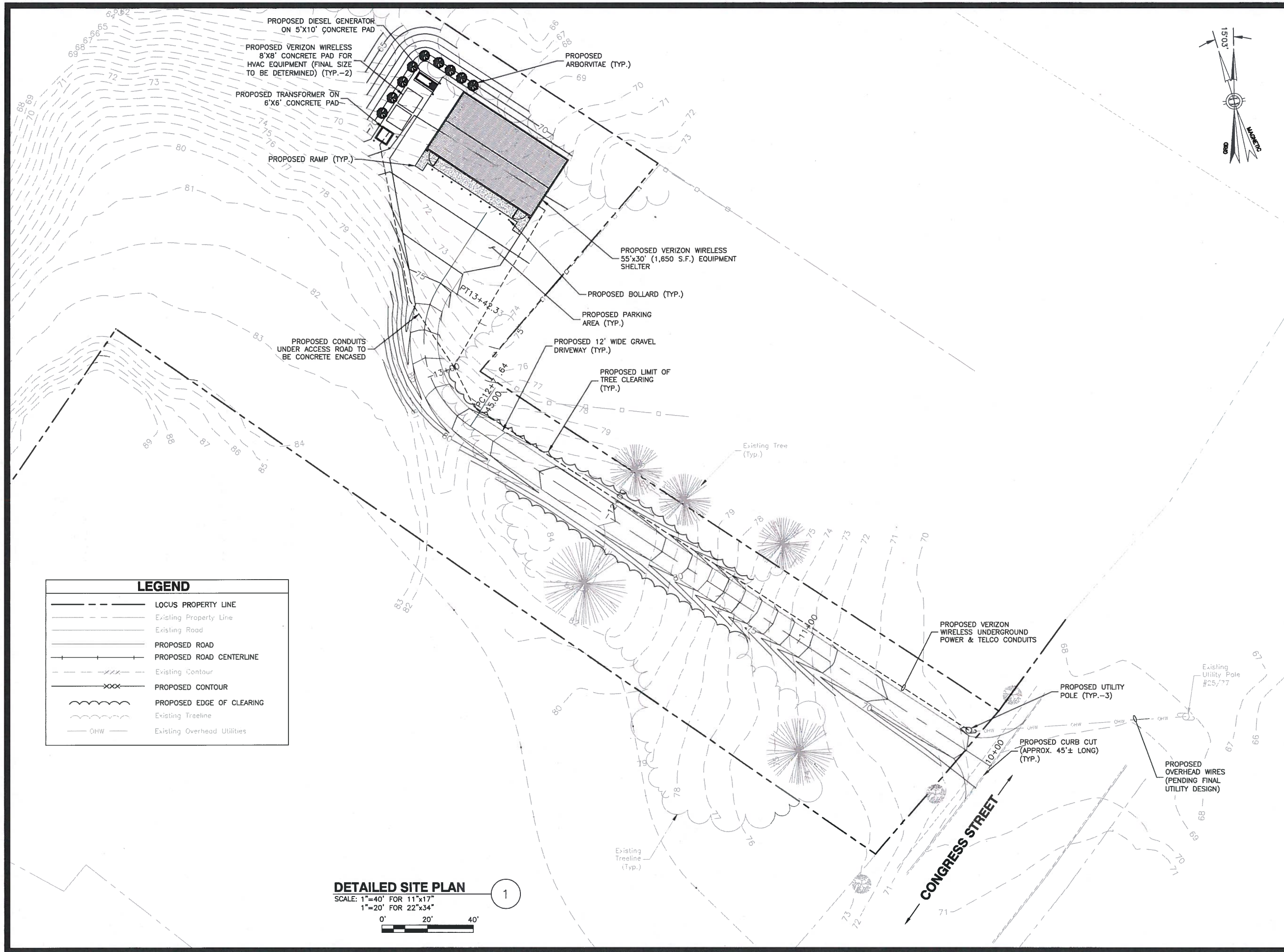
1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER

Z-2



VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

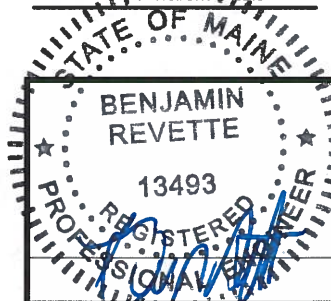
PORTLAND, ME HEAD END

ZONING DRAWINGS

2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.885.3400
FAX: 617.885.6310



DRAWN BY: SK

REVIEWED BY: DAS

CHECKED BY: MFT

PROJECT NUMBER: 50002925

JOB NUMBER: 50070909

SITE ADDRESS:

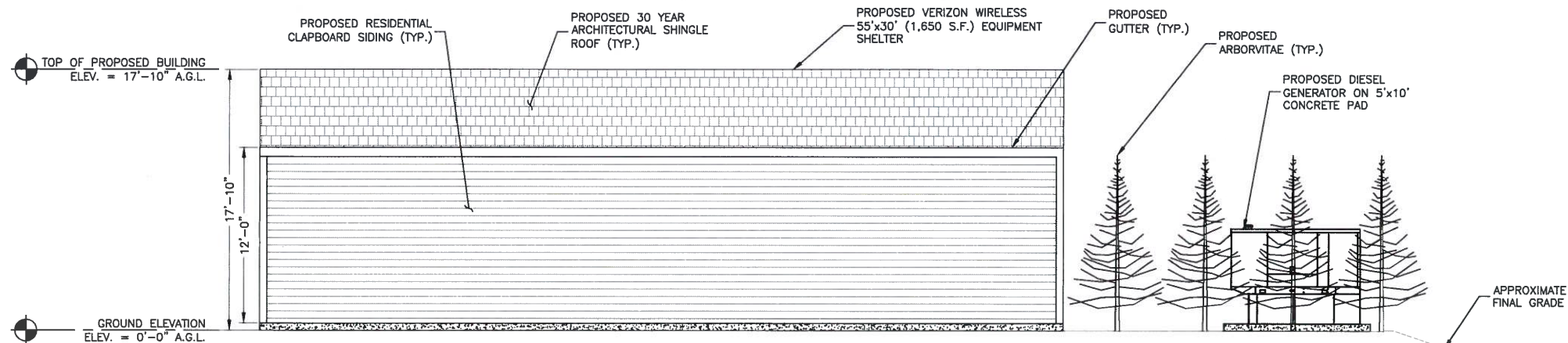
1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

DETAILED SITE PLAN

SHEET NUMBER

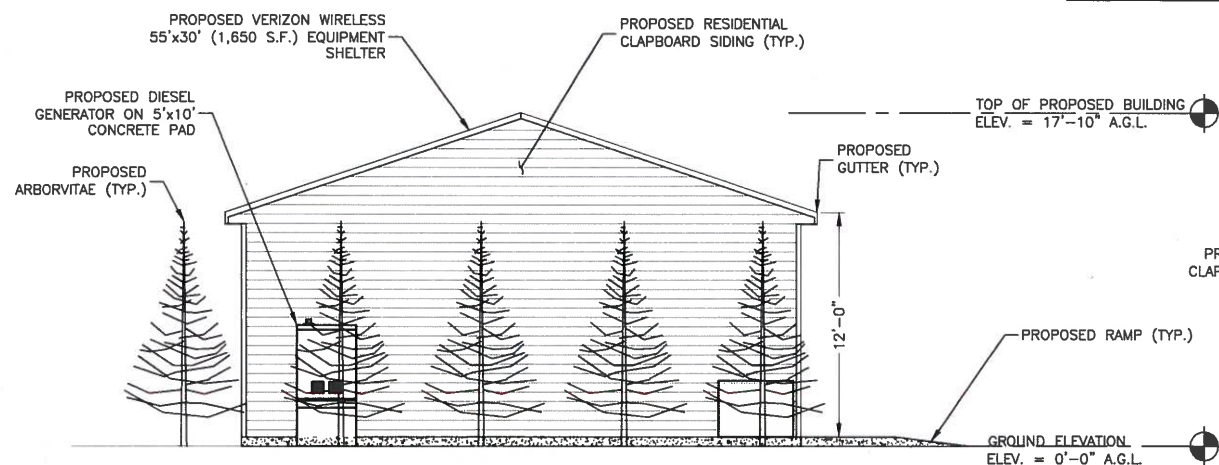
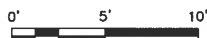
Z-3



SHELTER ELEVATION (NORTH)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

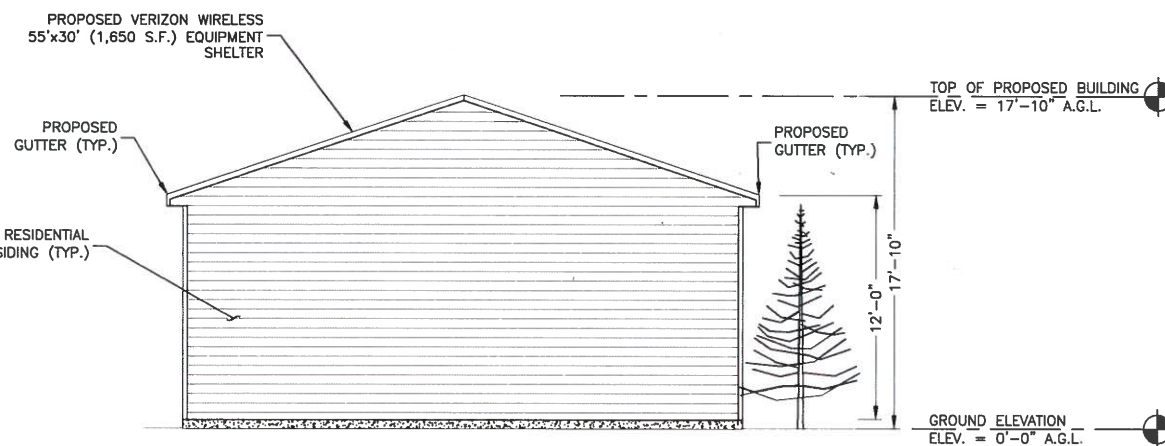
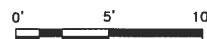
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SHELTER ELEVATION (WEST)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

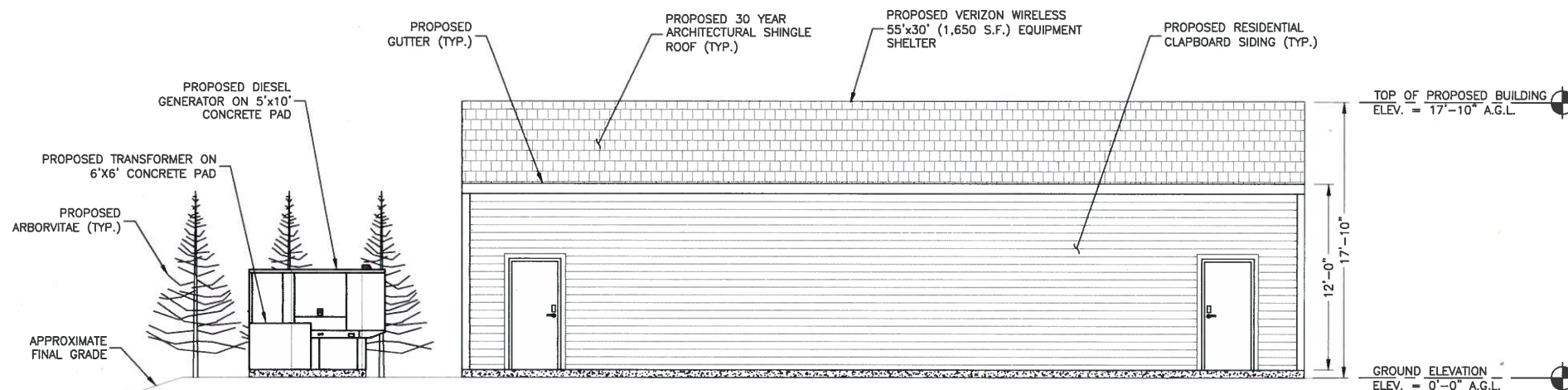
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SHELTER ELEVATION (EAST)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

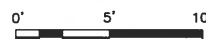
4



SHELTER ELEVATION (SOUTH)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

3



verizon
WIRELESS

VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

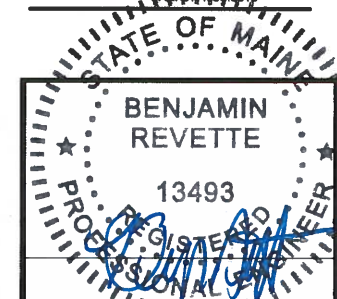
**PORTLAND, ME
HEAD END**

ZONING DRAWINGS

2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT

Dewberry

Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.885.3400
FAX: 617.885.3810



DRAWN BY: SK

REVIEWED BY: DAS

CHECKED BY: MFT

PROJECT NUMBER: 50002925

JOB NUMBER: 50070909

SITE ADDRESS:

1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

ELEVATIONS

SHEET NUMBER

Z-4

EXHIBIT 3

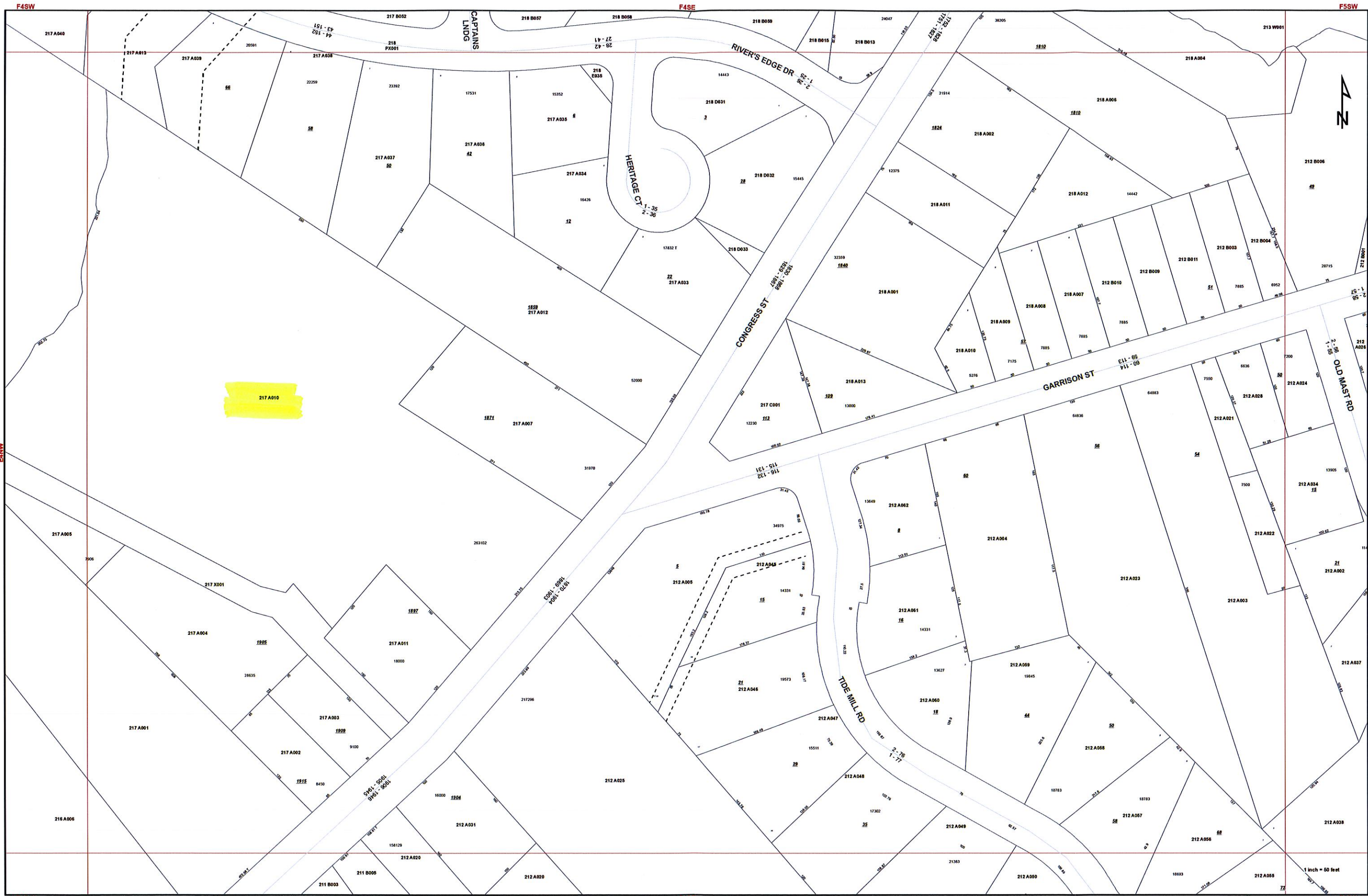


EXHIBIT 4

CONTRACT FOR SALE OF REAL PROPERTY

This Agreement being made this 15th of July, 2015, between PORTLAND/ST. ALBANS, CORP, a Maine corporation ("Seller"), with a mailing address of 1897 Congress Street, Portland, Maine 04102 and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Purchaser").

1. Contract for Sale: Seller agrees to sell and Purchaser agrees to buy a certain lot or parcel of land, with any improvements thereon, located at 1877 Congress Street, Cumberland County, State of Maine and more particularly described in Exhibit "A" attached hereto, consisting of approximately 4.04 acres of land, together with all rights, easements and appurtenances benefitting and belonging thereto (the "Premises").

2. Purchase Price and Deposit: The total purchase price for the Premises (the "Purchase Price" shall be _____ subject to proration of taxes and other charges as hereinafter stated, to be paid as follows:

(i) _____ (the "Deposit") shall be delivered in escrow to Seller's real estate agent, Demetria Chadbourne, within five (5) business days after expiration of the Due Diligence Period referred to in Section 12 below; and

(ii) The balance of the Purchase Price shall be paid to Seller at closing by certified check, cashier's check or federal wire transfer, and the Deposit shall be released to Seller from escrow at the time of closing, as provided hereinafter.

3. Title Conveyed: Seller shall convey to Purchaser good clear marketable title in fee simple, insurable at regular rates of title insurance, and free and clear of all tenancies, mortgages, liens, encroachments and encumbrances whatsoever, including restrictions and easements of record that would prevent Purchaser's use of the premises as a communications facility (all or any of which shall be known as a "defect" or "defects"). Purchaser may, in its sole discretion, waive any such defect. Purchaser shall pay the cost of title insurance, including the cost of title examination. If the title to all or part of the Premises is defective or unmarketable, or if any part of the Premises is subject to one or more defects, Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to remedy any such defect, or to obtain title insurance against the same. It is understood that this Agreement and the obligations of Purchaser hereunder shall be conditioned upon Seller's removing all defects as set forth in the Section. If Seller fails to remove said defects within the period provided herein, Purchaser may (a) cure any such matter and deduct the cost thereof from the Purchase Price at closing, or (b) elect to close notwithstanding any such matter, or (c) terminate this Agreement in which case Seller shall refund all payments made by Purchaser hereunder.

4. Deed and Closing: Closing shall take place in the offices of the Purchaser's counsel on a mutually convenient date within thirty (30) business days after satisfaction or expiration of the Zoning Contingency set forth in Section 10 below. The purchase and sale contemplated herein

shall be closed by Purchaser paying to Seller the amount set forth in Section 2, and by Seller executing and delivering to Purchaser a warranty deed conveying title to the Premises in the manner required by Section 3. Seller agrees that the description in the deed to be delivered at closing shall, at the option of Purchaser, utilize a description determined by Purchaser's survey of the Premises. The date of such payment and delivery shall be referred to herein as "the Closing Date". At the time of closing, the Seller shall also provide (1) an owner's affidavit regarding parties in possession and indemnities regarding mechanics' liens sufficient for Purchaser's title insurance company to delete exceptions for such matters from Purchaser's title insurance policy, (2) such evidence of Seller's existence and authority as Purchaser or its title insurance company shall reasonably request, (3) a withholding exemption certificate pursuant to §1445 of the Internal Revenue Code of 1954, as amended, (4) an underground tank notice pursuant to 38 M.R.S. A. § 563(6), and (5) and such other documents as are customarily and reasonably required in order to convey and record title to the Premises.

5. Possession of the Premises: Full possession of the Premises free of all tenants shall be delivered to Purchaser on the Closing Date, with any improvements on the Premises to be in the same condition as they are now, reasonable use and wear excepted.

6. Environmental: Seller warrants that during the period of Seller's ownership of the Premises, the Premises have not been and shall not be used for the storage, generation, discharge or disposal of any hazardous waste, substance or material or other toxic chemical pollutant (including without limitation underground petroleum storage tanks) or otherwise in violation of environmental laws, regulations, guidelines, standards, or policies. Seller further warrants that, to the best of Seller's knowledge, the Premises were not used for any such purposes prior to the time Seller acquired title to the Premises. Use of the Premises for any of such purposes, or the presence of any hazardous or toxic materials, substances or wastes upon or under the Premises, at any time prior to closing, including prior to Seller's acquisition of title to the Premises, shall constitute a title defect, rendering the title unmarketable under the provisions hereinabove. Seller shall defend, indemnify and hold harmless Purchaser, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including without limitation, attorney and consultant fees, investigation, cleanup and removal costs, arising out of any breach of the foregoing representations and warranties.

7. Prorations: All rents, real estate and personal property taxes and assessments, sewer and water charges, charges for fuel, service and supply contracts, utilities and the like shall be prorated as of the day of closing. Each party shall pay its share of transfer taxes as provided by law. Assessments, either general or special, for improvements made prior to closing, whether matured or unmatured, shall be paid by Seller. Seller represents and warrants that it has no notice or knowledge of any special assessments having been made or levied against the Premises and to Seller's knowledge there are no public improvements which have been planned, commenced or completed which would result in a special assessment against the Premises. Seller further represents and warrants that Premises is not under any classification for tax purposes resulting in the payment of penalties, charges or other amounts upon the change of use or development thereof. Any inaccuracy in the foregoing representations and warranties shall be deemed a title defect rendering the title unmarketable as aforesaid.

8. Right of Assignment: Purchaser may assign its rights, duties and obligations under this Agreement to Purchaser's principal or subsidiaries, affiliates or subsidiaries of its principal or to any entity which acquires all or substantially all of Purchaser's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Said assignment shall be effective upon notice to Seller in the manner provided below. Any other assignment shall require the written consent of Seller, such consent not to be unreasonably withheld.

9. Subdivision Status: Seller represents and warrants to Purchaser that the conveyance of the Premises to Purchaser shall not constitute a subdivision and will not require subdivision approval by the City of Portland.

10. Zoning Contingency: This Agreement is expressly made contingent upon the Purchaser obtaining all governmental variances, zoning changes, permits and approvals needed to permit the Purchaser's use of the premises as a communications facility "Approvals". The term "Approvals" shall include all easements, agreements and other prerequisites which shall be necessary to extend utilities to the Premises. The Seller hereby authorizes Purchaser, in the Seller's name if necessary, and at the Purchaser's expense to apply for and secure from any governmental authority or private party such Approvals as the Purchaser desires. Seller shall reasonably cooperate with Purchaser to assist in obtaining the Approvals, including executing documents reasonably necessary to petition the appropriate public body for zoning relief required for Purchaser's intended purposes. All such activities are to be at the expense of Purchaser. Purchaser shall not be deemed to have "obtained" the Approvals unless (i) all Approvals are final and non-appealable, and not subject to any appeal, and (ii) the Approvals do not contain conditions or requirements unacceptable to Purchaser in its sole discretion. Purchaser shall notify Seller in writing when the Approvals have been obtained. In the event the Approvals have not been obtained on or before the date which is ninety (90) days after the date of execution of this Agreement, or if Purchaser prior to that date determines that the Approvals cannot be obtained in a timely manner, then Purchaser shall have the right to terminate this Agreement by written notice to Seller. If Purchaser timely exercises its right to terminate for any condition contained in this Section, this Agreement shall terminate, the Deposit shall be returned to Purchaser, and neither party shall have any further obligations hereunder except for any obligations expressly designated hereunder to survive the termination of this Agreement. If Purchaser shall be diligently pursuing any Approval at the expiration of the aforesaid ninety (90) day period, Purchaser may by notice to the Seller extend such period for a reasonable period of time (not to exceed one hundred twenty (120) days) in order that the Purchaser may receive a final decision thereon (and notwithstanding such extension Purchaser shall continue to have all of its rights set forth in this Section). Purchaser agrees to make good faith efforts to obtain the Approvals, but in no event shall Purchaser be required to appeal any denial or other negative determination with respect to any Approval.

11. Condemnation, Damage or Destruction: Until the delivery of the deed from Seller to Purchaser, the risk of loss or damage to the Premises by fire or condemnation shall be on Seller. If all or any part of the Premises are condemned, damaged or destroyed prior to the Closing Date, Purchaser shall have the option of terminating this Agreement. In the event of such termination, Seller shall repay all sums theretofore paid by Purchaser.

12. Entry for Inspection; Due Diligence Period: Purchaser is authorized at its expense to enter the Premises and make such inspection, surveys, sub-surface boring tests, environmental assessments, appraisals and other activities of a similar nature as Purchaser shall deem appropriate, so long as Purchaser shall not unreasonably interfere with Seller's use of the Premises. Purchaser will repair any damage caused by these operations. Purchaser shall have a period of ninety (90) days from the date of this Agreement within which to terminate the Agreement by written notice to Seller if Purchaser is not satisfied in its sole discretion with the results of any such inspections, tests, appraisals or surveys.

13. Default: If Purchaser fails to consummate this transaction for any reason constituting a default on the part of the Purchaser, Seller may, as its sole remedy, retain the Deposit as liquidated damages, and this Agreement shall be canceled. The parties agree that actual damages are impossible to determine and agree, after negotiation, that the foregoing liquidated damages are the parties' best estimate of actual damages that would be incurred.

14. Brokers: Each party represents and warrants that Demetria Chadbourne is the only real estate broker involved in this transaction and Seller shall be responsible for the commission to be paid. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any other broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

15. Successors and Assigns: The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Seller and Purchaser.

16. Governing Law: This Contract for Sale of Real Property and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine.

17. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Seller: Portland/St. Albans, Corp
1897 Congress Street
Portland, Maine 04102

Purchaser: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate



With a copy to: Raymond A. Pelletier, Esq.
Verrill Dana, LLP
One Portland Square, 9th Floor
P.O. Box 586
Portland, Maine 04112-0586

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. Miscellaneous: The submission of this Agreement for examination is intended for negotiation and discussion purposes only, and this Agreement shall become effective only upon the execution and delivery by Seller and Purchaser. This document and the exhibits attached hereto constitute the entire agreement of the parties and no oral or implied agreements or representations will be binding upon the parties hereto. The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

SELLER:

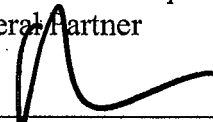
PORTLAND/ST. ALBANS, CORP

By: 
Print Name: Kenneth A Caldwell
Its: PRESIDENT

PURCHASER:

PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By Cellco Partnership
Its General Partner

By: 
David R. Heverling
Area Vice President Network

71515

EXHIBIT A

(Description of Property)

That certain parcel of land approximately 4.04 acres in size, situated at 1877 Congress Street, Portland, Maine, identified as tax parcel 217-A-10 and depicted on Exhibit A-1 attached hereto. For source of title see Warranty Deed dated July 16, 2012, recorded in the Cumberland County Registry of Deeds in Book 29756, Page 145.

EXHIBIT A-1

(Depiction of Premises)

A handwritten signature or set of initials, possibly "JH", located in the bottom right corner of the page.

EXHIBIT 5







