

1. Agenda

Documents: [5-19-16 AGENDA.PDF](#)

2. 349 Park Avenue

Documents: [APPLICATION \(ZBA - 349 PARK AVENUE\).PDF](#)

3. 205 Congress Street

Documents: [APPLICATION \(ZBA - 205 CONGRESS STREET\).PDF](#)

4. 174 Plymouth Street

Documents: [APPLICATION \(ZBA - 174 PLYMOUTH STREET\).PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Kent Avery, Chair
Donna Katsiaficas, Secretary
Chip Gavin
William Getz
Eric Larsson
Joseph Zamboni

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, May 19, 2016, 6:30 p.m., Room 209, 2nd Floor, City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. **Old Business:**

A. **Practical Difficulty Variance Appeal:**

349 Park Avenue, H.P. Hood, LLC, owner, Tax Map 066, Block DD, Lots 001, 006, and 007, I-M Moderate Industrial Zone: The applicant proposes to construct two new vertical milk storage silos at its existing milk processing plant. The applicant is seeking a practical difficulty variance to reduce the minimum front yard setback from the required 39 feet [section 14-250(f)] to 27 feet. The appeal was tabled by the board on May 5, 2016 pending more information. Representing the appeal is Richard Seiler, plant maintenance manager, and Dan Cowles, project manager.

B. **Miscellaneous Appeal:**

205 Congress Street, C&C Apartments, owner, Spa Lotta D/B/A Southern Maine Electrolysis, lessee, Tax Map 013, Block M, Lot 018, B-1 Neighborhood Business Zone: The applicant is proposing to open a business at 205 Congress Street. To meet the off-street parking requirement of three spaces [section 14-332(j)] the applicant is seeking a miscellaneous appeal (section 14-334) to lease three off-street parking spaces at 54 Cumberland Avenue, less than 1,500 feet from 205 Congress Street. The appeal was tabled by the board on May 5, 2016 pending more information. Representing the appeal is Coralie Curran from Spa Lotta.

2. **New Business:**

A. **Conditional Use Appeal:**

174 Plymouth Street, Sarah Palmer, owner, Tax Map 345, Block A, Lot 001, R-3 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-88(d)(3) to operate a licensed day care for up to twelve children at her existing single-family home. Representing the appeal is the owner.

3. **Adjournment**

Pasteurized Milk Tank Variance Proposal

HP Hood LLC
349 Park Ave.
Portland, ME 04102

Dear Zoning Board,

The milk processing facility that is owned by HP Hood in Portland would like to propose a plan to install two vertical milk tanks. These tanks will hold approximately 20,000 gallons each. They will be used for fluid milk products. The proposed area has been considered due to the limited space at the location.

The front setback is required to be 39 feet per Section 14-250(f) [i.e. one foot for every foot in height of the silo] and we are requesting a reduction to 27 feet. This would be the shortest distance from the tank to the front property line.

The company will have Richard Seiler (Maintenance Manager) and Dan Cowles (Project Manager) to represent HP Hood at the meeting on May 5th. We appreciate your consideration for this project.



Jeff Levine
Director, Planning & Urban Development

Ann Machado
Zoning Administrator

CITY OF PORTLAND
ZONING BOARD OF APPEALS
Practical Difficulty Variance Application

Applicant Information:

HP Hood LLC

NAME

349 Park Ave

ADDRESS

Portland, ME 04102

207-772-4600 Dan.Cowles@hphood.com

PHONE # & E-MAIL

owner

APPLICANT'S RIGHT/TITLE/INTEREST

(EG; owner, purchaser, etc)

1-M

CURRENT ZONING DESIGNATION

Subject Property Information:

349 Park Ave.

Portland, ME 04102

PROPERTY ADDRESS

CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)

ADDRESS

PHONE # & E-MAIL

PRACTICAL DIFFICULTY VARIANCE
FROM SECTION 14- 250(f)

EXISTING USE OF PROPERTY:

MILK PROCESSING PLANT

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

4/08/2016
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, nor to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

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, nor to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

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:

The overall height of the proposed tanks would exceed the regulation in reference to the setback distance.

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:

The inside of the plant leaves no room for additional tanks.

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:

Property has unique issues and leaves minimal opportunity for the placement of the proposed tanks.

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 proposed tanks will sit next to existing tanks and will have limited or minimal impact on the street view.

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 plant was built as a derry in 1918.

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

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

The space and location are the
determining factors.

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:

The proposed tanks would be located on
an existing black top area.

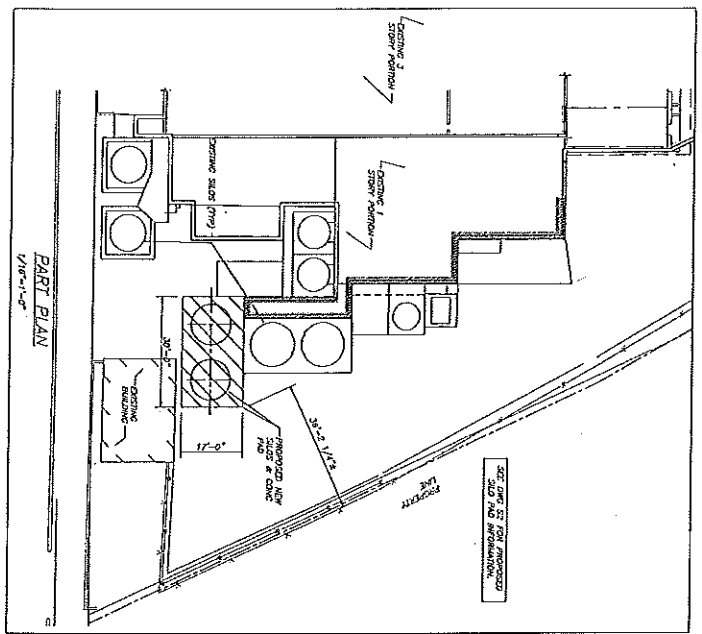
8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. §435, nor within a shoreland zone or flood hazard zone.

Satisfied _____ Not Satisfied _____ (deny the appeal)

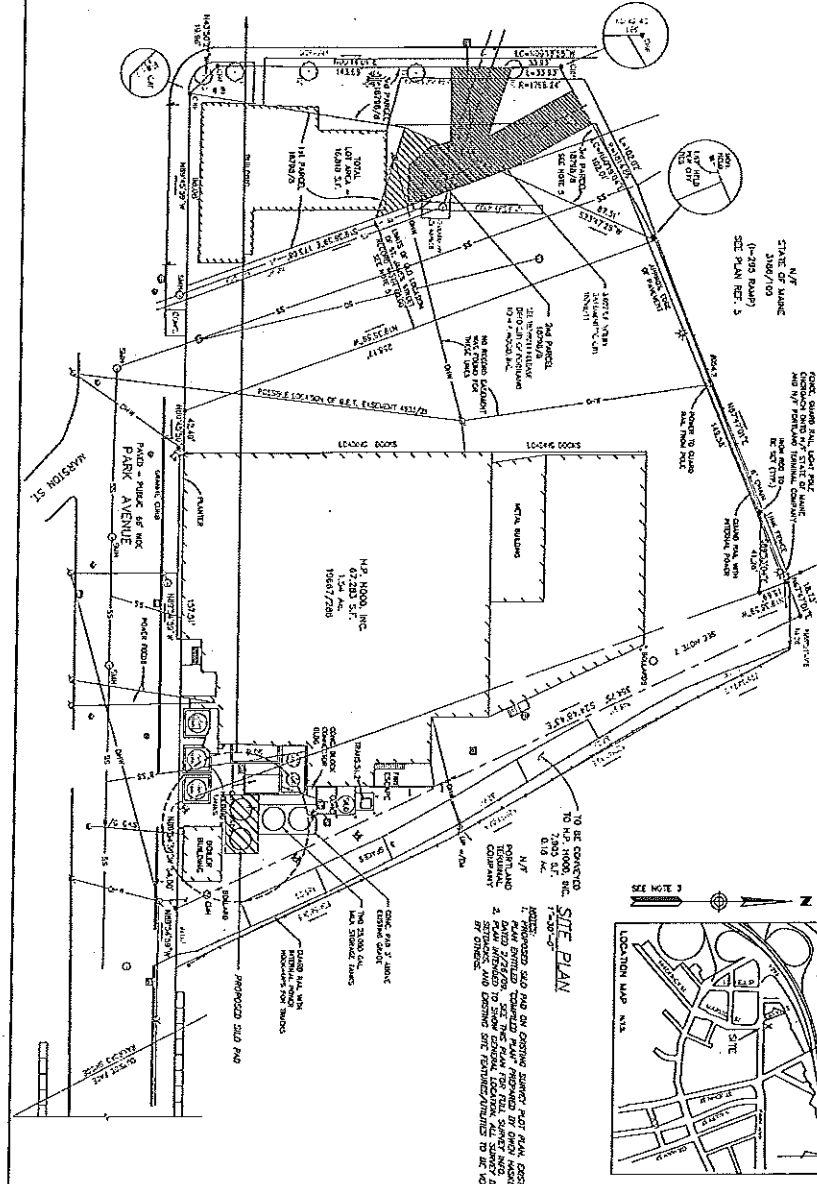
Reason and supporting facts:

Not located in a shore line or flood zone.

1. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.
2. THIS INFORMATION IS BEING RELEASED TO THE PUBLIC WITHOUT CHARGE.
3. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.
4. THIS INFORMATION IS BEING RELEASED TO THE PUBLIC WITHOUT CHARGE.
5. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

[illegible]

1. FUNDING HAS BEEN DESIGNATED IN ACCORDANCE WITH SEVERAL DEDICATED FINANCIAL SERVICES PROVIDED BY THE STATE OF NEW YORK, INCLUDING THE RECONSTRUCTION OF THE BROOKLYN PARKWAY AND THE RECONSTRUCTION OF THE BROOKLYN RIVER, AND THE REPAIR OF THE SEVERE DAMAGE TO THE
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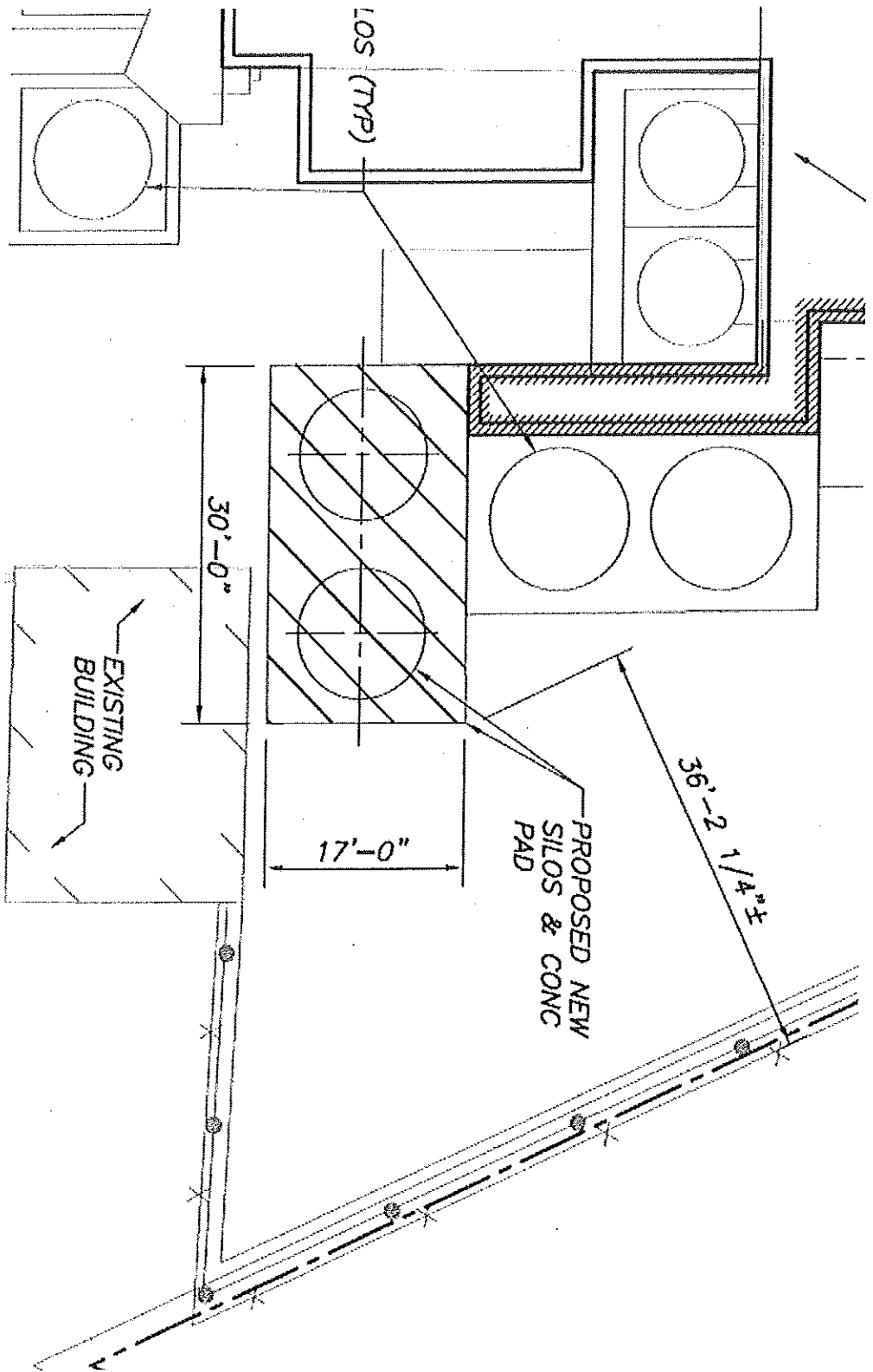
[illegible]

1. CONCRETE WORK SHALL COMPLY TO BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. ALL STEEL REINFORCEMENT SHALL BE EPOXY COATED REINFORCING BARS (ASTM A 955) AND 3/8" DIA. BARS. ALL REINFORCING FOR STRUCTURAL CONCRETE AND NON-STRUCTURAL CONCRETE SHALL BE EPOXY COATED REINFORCING BARS (ASTM A 955) AND 3/8" DIA. BARS.
2. EXPOSED CONCRETE, CONCRETE FINISHED AND/OR EXPOSED COLOR OF THE SURFACE SHALL BE MATCHED TO THE SURFACE OF THE EXISTING CONCRETE. ALL FINISHES SHALL BE MATCHED TO THE SURFACE OF THE EXISTING CONCRETE.
3. CONCRETE SHALL BE COMPACTED CONCRETE REINFORCING BARS AND PLACED IN ACCORDANCE WITH THE PROPOSED SET FORM IN A 21" DIA. FORM.
4. CONCRETE SET FORMS:

[illegible][illegible][illegible]

BECKER

[illegible]



Quote/Order #:

Date:

February 18, 2016

Customer:

HP Hood

Reference:

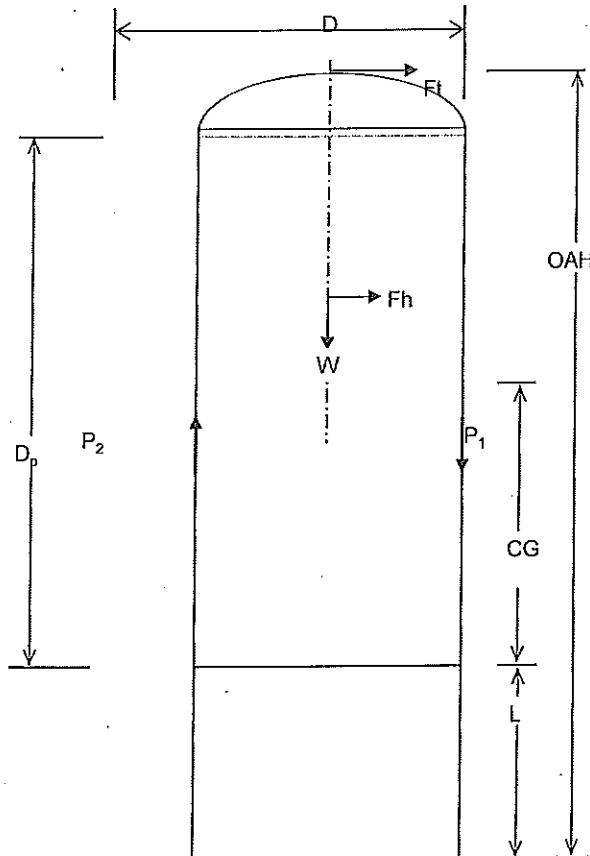
20K Silo

Product:

Designer:

FSK

State: Maine



Liner Diameter (ID) = 120 in
 Insul Skin (OD) = 126.5
 OD of Base Ring (Db) = 129 in
 Height (OAH) = 462 in
 C.G. (OAH-L)/2 = 218.5 in
 Skirt Height (L) = 25 in
 Product Ht (Dp) = 420 in
 Empty Weight Lining (Wl) = 18,000 lbs
 Empty Weight Total (We) = 18,000 lbs
 Capacity (V) = 20,000 gal
 Int. or Ext. Pressure (Pr) = 0 psi
 Spec Gravity (SG) = 1
 Number of Anchors (N) = 7
 Size of Anchor Bolts
 Yield Strength (Fy) = 30,000 psi
 Modulus (E) = 28,000,000 psi
 Prod Weight (Wp) = 166,840 lbs
 Total Weight (Wt) = 184,840 lbs
 Total Weight on Lining (Wz) = 184,840 lbs
 Silo Skin Type

1"

Light Sheathing or With Slip Joint

Weight per Foot (w) lb/ft = 5,037.66
 Moment of Inertia (Im) in⁴ = 71,251 = $\pi r^3 t$
 Gravitation Const (g) in/sec² = 386
 Fundamental Period (sec) = 0.0068
 $= 1.79 \sqrt{wH^4/EImg}$

T < .06, Tank is a Rigid Structure

<http://www.zipinfo.com/search/zipcode.htm>
<http://earthquake.usgs.gov/designmaps/us/application.ph>

SEISMIC LOADING INPUT: 2009 INTERNATIONAL BUILDING CODE

USE THE LINK BELOW, ENTER A ZIP CODE, OR COORDINATES FOR SEISMIC VALUES

GET USGS DATA.jar

<=CLICK THE LINK

Zip Code =>

04102

Silo is considered a "Non-Building Structure"

Importance Factor

(I)

Site Class Note: (Additional Info. Is needed for Site Class 'F')

Spectral Response Acceleration for short periods (5% damped) \$s)

Spectral Response Acceleration for 1-second periods (5% damped) \$1)

Design Response Acceleration for short periods (5% damped) \$Ds)

Design Response Acceleration for 1-second periods (5% damped) \$D1)

Site Coefficient

(Fa)

Site Coefficient

(Fv)

Max. Spectral Response Acceleration for short periods \$ms)

Max. Spectral Response Acceleration for 1-second periods \$m1)

Base Shear (Full) = .3SdsIWt

Base Shear (Empty) = .3SdsIWt

Base Shear (Full) Lining Only = .3SdsIWt

(Vs)

(Ve)

(Vs)

1.00

0.317

0.077

0.327

0.123

1.547

2.400

0.490

0.185

46,066 lbs.

1,766 lbs.

46,066 lbs.

WIND LOADING INPUT: ASCE /SEI 7-10

EXIST ALCOVE

EXIST
ENCLOSURE

ELEV TO MATCH
EXIST ALCOVE
FLOOR

EXIST SILO

EXIST PAD

(-0'-7"±)

DEPRESSED RAMP
SLOPE 1/4" PER FT

FUTURE
ENCLOSURE
BY OWNER

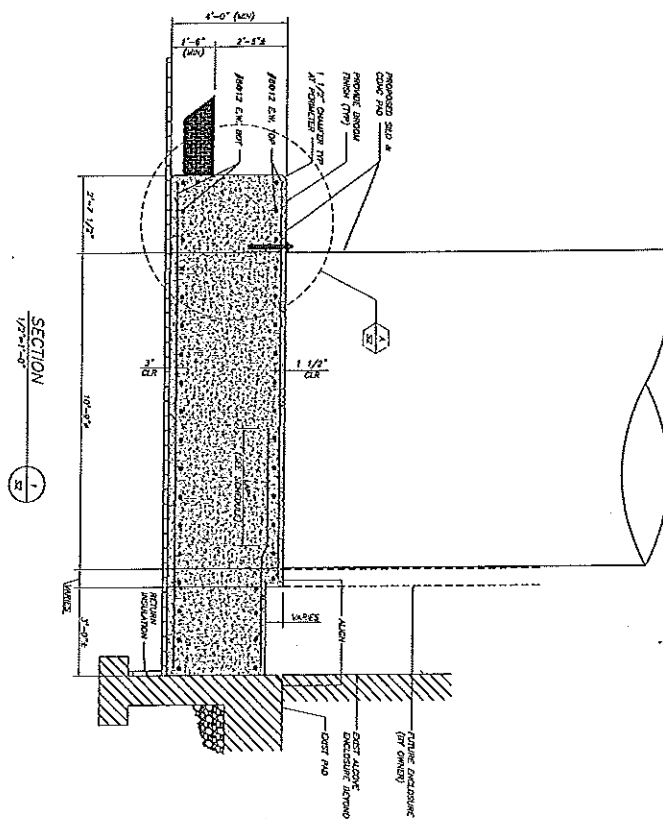
PROPOSED SILO

(-0'-2"±) DEPENDING ON
DEFINED END OF DEPRESSION

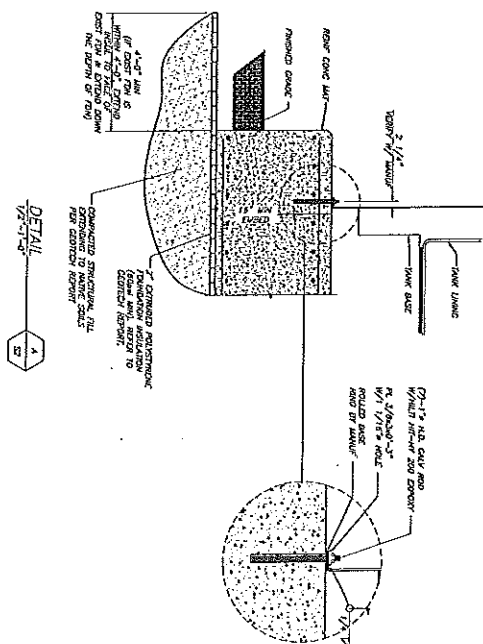
SEE MANUF
DETAILS FOR
ANCHOR LAYOUT

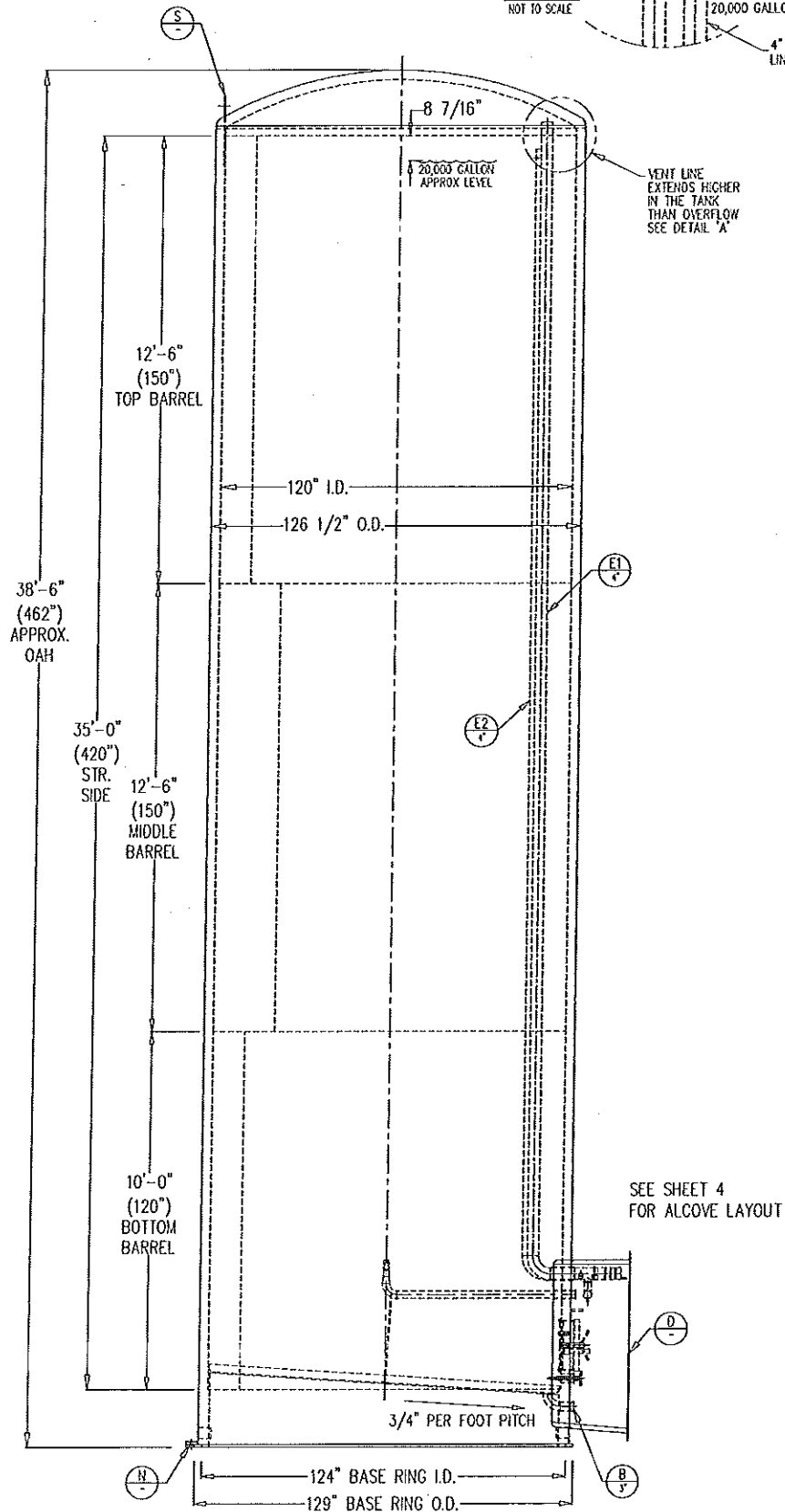
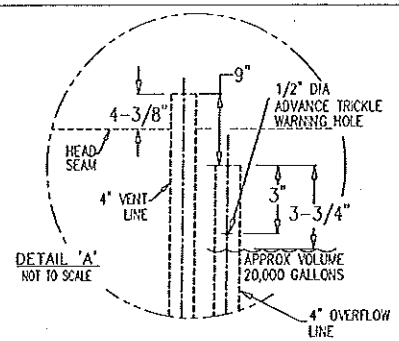
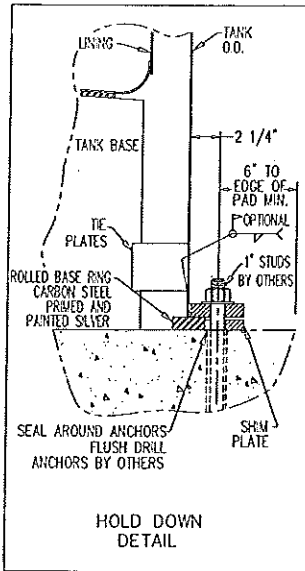


EXIST BUILDING


$$\frac{1}{\omega_1} = \frac{1}{\omega_2}$$

- | REBAR LAP
SPUICE TABLE | |
|---------------------------|------------------|
| BAR SIZE | LAP LENGTH |
| #4 | 5,000 PSI
48" |
| #3 | 20" |

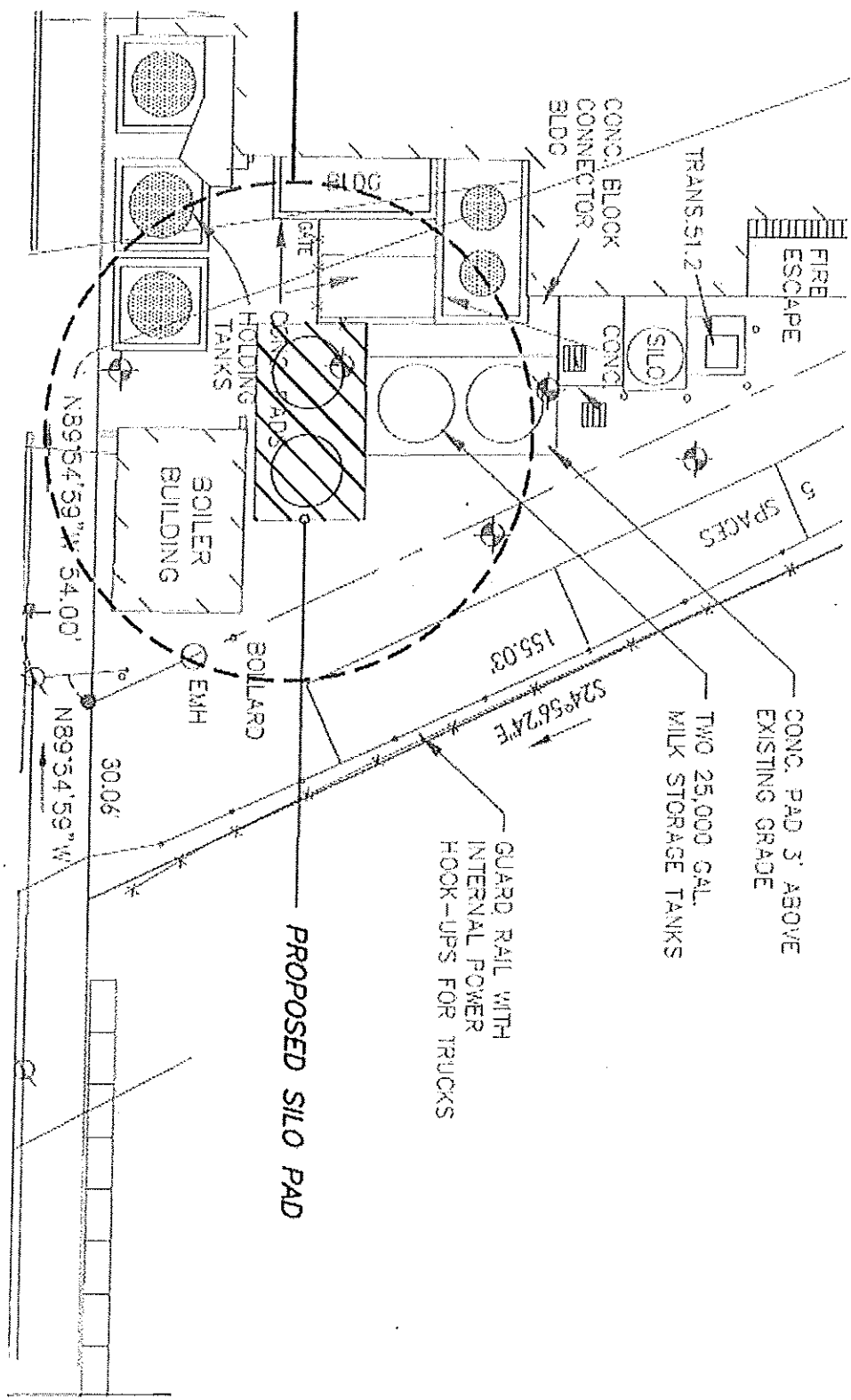




ELEVATION
SEE PLAN VIEW
FOR TRUE ORIENTATION

4 TANKS
E-0536-10
E-0537-10
E-0538-10
E-0539-10

QUOTE N A 080791D1R3.doc	P.O. No. 5341
FELDMER EQUIPMENT	
Little Falls, N.J. 07643	
Drawn BY: M.M.	ENGRG. Approved By: C.I.
DATE 6/30/10	REV A
QTY: (4) SV - 20,000 GALLONS x 120" I.D.	SHEET: 3 of 4
SOLD TO: HP HOOD/ROSENBERG'S DAIRY	
847 FORTY-FOOT RD. HAITFIELD, PA 19440	
SHIP TO: HP HOOD/ROSENBERG'S DAIRY	
847 FORTY-FOOT RD. HAITFIELD, PA 19440	
DRAWING NO. E-0536-10	



SHORT FORM QUITCLAIM DEED WITH COVENANT

H. Steven Carvel and Shelley Stuart Carvel, both of Portland, Maine ("Grantors"), FOR CONSIDERATION PAID, grant to HP Hood Inc., a Massachusetts corporation with an address of 90 Everett Avenue, Suite 200, Chelsea, Massachusetts 02150-2301, with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, located in the City of Portland, Cumberland County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Together with any and all right, title and interest of Grantors in and to former St. James Street.

The property conveyed hereby is depicted on a Boundary Survey on Park Avenue, Portland, Maine made for H.P. Hood & Sons, Inc. by Owen Haskell, Inc., dated July 25, 2002, which survey is to be recorded at the Cumberland County Registry of Deeds.

For Grantors' source of title, reference is made to the deed from Frances B. Carvel and Richard J. Carvel, a/k/a R.J. Carvel, dated January 1, 1992 and recorded in the Cumberland County Registry of Deeds on March 21, 1994 in Book 11344, Page 228.

WITNESS our hands and seals this 31st day of January, 2003.

WITNESS:

Name:

Name: Christopher Devlin

H. Steven Carvel
H. Steven Carvel

Shelley Stuart Carvel
Shelley Stuart Carvel

State of Maine
County of Cumberland, ss.

January 31, 2003

PERSONALLY APPEARED the above-named H. Steven Carvel and Shelley Stuart Carvel and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Christopher Devlin
Name: Christopher Devlin
Notary Public/Attorney at Law

MAINE REAL ESTATE TAX PAID

EXHIBIT A

Parcel 1

A certain lot or parcel of land situated on the northerly side of Park Avenue, formerly known as Portland Street, City of Portland, County of Cumberland and State of Maine, more particularly described and bounded as follows:

Beginning at a point on the northerly sideline of said Park Avenue said point being distant westerly by the northerly sideline of Park Avenue sixty-three and seventy-one hundredths (63.71) feet from the southwesterly corner of land described in a deed from J. Hopkins Smith to the Portland Creamery, dated April 20, 1910, and recorded in the Cumberland County Registry of Deeds, in Book 858, Page 144; thence westerly by the northerly sideline of said Park Avenue north 74° 46' west, a distance of ninety-eight and eight hundredths (98.08) feet to a point; thence North 23° 52' east by land now or formerly of J. Hopkins Smith et al, one hundred twelve and seventy-two hundredths (112.72) feet to a point; thence South 57° 41' east by land now or formerly of J. Hopkins Smith et al, forty-eight and sixty-one hundredths (48.61) feet to a point; thence south 4° 25' east by land now or formerly of J. Hopkins Smith et al, one hundred three and seventeen hundredths (103.17) feet to the point of beginning, containing seven thousand four hundred seventy-four and eight tenths (7,474.8) square feet, more or less.

The magnetic bearings set forth above were determined in the year 1910.

Meaning and intending to convey and hereby conveying the same premises conveyed to Grantors herein by deed of Ernest C. Soule dated March 18, 1963 and recorded in said Registry of Deeds in Book 2737, Page 327.

Parcel 2

A certain lot or parcel of land situated in said City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly of Richard J. Carvel et al, (deed reference: Cumberland County Registry of Deeds, Book 2737, Page 327), said point being on the westerly sideline of the former location of St. James Street;

Thence in a westerly direction along the northerly boundary of said land of Carvel Forty-eight and Sixty-one Hundredths Feet, more or less, to the northwesterly corner of said land of Carvel;

Thence in a northeasterly direction along land now or formerly of the State of Maine (deed reference: Cumberland County Registry of Deeds, Book 3311, Page 294) to the westerly sideline of the former location of St. James Street;

Thence in a southerly direction along the westerly sideline of said former location of St. James Street to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to Grantors herein by deed of J. B. Brown & Sons dated June 21, 1989 and recorded in said Registry of Deeds in Book 8820, Page 55.

Parcel 3

A certain lot or parcel of land situated in Portland, County of Cumberland and State of Maine and being shown on a Maine Department of Transportation Right of Way Map for State Highway "295" on file in its office at Augusta, File No. 3-183, a copy of which is recorded in said registry of Deeds in Plan Book 112, Page 51, bounded and described as follows, to wit:

Beginning at a point 32 feet easterly from and as measured along a line at right angles to the St. James Street Base Line at Sta. 113+96.02;

Thence N. 0° 27' 10" E. one hundred forty-three and sixty-nine hundredths (143.69) feet to a point 32 feet easterly from and as measured along a line at right angles to the Base Line at P.T. Sta. 112+51.33;

Thence northerly along a curved line 32 feet easterly from and concentric with a 3° 30' curve of the Base Line about thirty-five (35) feet to a point 95 feet southerly of the State Highway "295" Ramp CS-7 Base Line;

Thence easterly along a curved line 95 feet southerly from and concentric with a 3° 00' 00" curve of the State Highway "295" Ramp CS-7 Base Line to a point on the line normal to the said Base Line at Sta. 5+50;

Thence southwesterly by a direct course crossing discontinued St. James Street to land described in Quit Claim Deed from J.B. Brown and Sons to Richard J. Carvel and Frances B. Carvel dated June 21, 1989 and recorded at the Cumberland County Registry of Deeds, Book 8820, Page 55 and continuing southwesterly by said direct course along the northwesterly line described in said deed from J.B. Brown and Sons, a total distance of about one hundred forty-two (142) feet to the northwesterly corner of land of Richard J. Carvel and Frances B. Carvel as described in deed recorded at the Cumberland County Registry of Deeds, Book 2737, Page 327;

Thence southwesterly along land of Richard J. Carvel and Frances B. Carvel one hundred twelve and seventy-two hundredths (112.72) feet to the northerly line of Park Avenue;

Thence northwesterly by a direct course about twenty-one (21) feet to the point of beginning.

Received
Recorded Register of Deeds
Jan 31, 2003 10:24:20A
Cumberland County
John B. O'Brien

MAINE REVENUE SERVICES



FILE BOTH COPIES
OF THIS FORM WITH
COUNTY REGISTRY OF DEEDS
DO NOT DETACH!

REAL ESTATE TRANSFER TAX DECLARATION

TITLE 38, M.R.S.A., SECTIONS 4841 through 4841-H

1. MUNICIPALITY OR TOWNSHIP Portland		COUNTY Cumberland		BOOK (REGISTRY USE ONLY)	PAGE
GRANTEE (BUYER)					
2. IDENTITY: NAME(S) (LAST, FIRST, INITIAL) AND SOCIAL SECURITY NUMBER(S) OR CORPORATE NAME(S) AND FEDERAL IDENTIFICATION NUMBER(S) HP Hood Inc.				04-14 50 950	
3. NUMBER AND STREET 90 Everett Avenue, Suite 200		CITY OR TOWN Chelsea		STATE AND ZIP CODE MA 02150-2301	
GRANTOR (SELLER)					
4. IDENTITY: NAME(S) (LAST, FIRST, INITIAL) AND SOCIAL SECURITY NUMBER(S) OR CORPORATE NAME(S) AND FEDERAL IDENTIFICATION NUMBER(S) Carvel, H. Steven Carvel, Shelley Stuart				004-501-25681 166-401-96741	
5. NUMBER AND STREET 72 Stroudwater Road		CITY OR TOWN Portland		STATE AND ZIP CODE ME 04102	
PROPERTY	6. TAX MAP & LOT NUMBER (If municipality does not have maps, describe property) Map 66 Block A Lot 10				WARNING TO BUYER! If the property is classified as Farmland, Open Space, or Tree Growth, a substantial financial penalty could be triggered by development, subdivision, partition, or change in use of the property. ☐ Classified ☐ Not Classified
	7. DATE OF TRANSFER: MO DAY YR. 1 31 03				
CONSIDERATION	8. Consideration meaning total amount or price paid, or required to be paid, for real property valued in money, whether received in money or otherwise and shall include the amount of any mortgage, liens or encumbrances thereon. If a gift or nominal consideration only is paid, consideration is based on the value of the property. Value is the estimated price the property would bring in the open market. (Tax will be collected at the registry when the deed is recorded. The tax rate is \$2.20 per \$500, or fractional part thereof, of consideration or value. The tax is equally divided between the buyer and the seller.) <u>If exempt, complete line 9</u> FULL VALUE \$ 846,000 .00 TAXABLE CONSIDERATION \$ 846,000 .00				
EXEMPTION	9. EXPLAIN BASIS FOR EXEMPTION (Complete only if transfer is claimed to be fully or partially exempt pursuant to M.R.S.A. 38 §4841-C)				
SPECIAL CIRCUMSTANCES	10. Were there special circumstances in the transfer which suggest that the price of the property was either more or less than its fair market value. (Such as the fact that transfer was a forced sale, foreclosure, intercorporate sale, exchange, or transfer tax was based on estimate value.) <u>PLEASE EXPLAIN.</u> ☐ YES ☒ NO				
INCOME TAX WITHHELD	11. ☐ Buyer(s) certify that they have withheld Maine income tax from the purchase price as required by § 5250-A and will remit to Maine Revenue Services within 30 days after date of transfer. ☒ Buyer(s) not required to withhold Maine income tax because: ☒ seller has qualified as a Maine resident, ☐ a waiver has been received from the State Tax Assessor, ☐ consideration for the property is less than \$50,000, ☐ foreclosure sale: exempt per 38 M.R.S.A. §5250-A, sub§ 3-A				
OATH	12. Aware of penalties as set forth by Title 38, Section 4841-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete.				
	GRANTEE(S) or AUTHORIZED AGENT		DATE		GRANTOR(S) or AUTHORIZED AGENT
	By: <i>[Signature]</i> Its: <i>Attorney at law</i>		1-31-03		<i>H. Steven Carvel</i> H. Steven Carvel <i>Shelley Carvel</i> Shelley Carvel
				1-31-03	

RELEASE DEED AND EASEMENT

City of Portland, a Maine municipal corporation, with a mailing address of 389 Congress Street, Portland, Maine (the "City"), FOR CONSIDERATION PAID, releases to HP Hood Inc., a Massachusetts corporation with a place of business in Chelsea, Massachusetts ("Hood") all its right, title and interest in and to the following real property located in the City of Portland, Cumberland County, Maine (the "Property"), bounded and described as follows:

A certain parcel of land situated northerly of, but not adjacent to, Park Avenue, in the City of Portland, County of Cumberland, State of Maine as shown on a plan "Boundary Survey on Park Avenue, Portland Maine Made for H.P. Hood and Sons, Inc." dated July 25, 2002 by Owen Haskell, Inc., being bounded and described as follows:

Beginning on the westerly sideline of "Old St. James Street" at the northeasterly corner of land now or formerly of H. Steven Carvel, Reference Book 11344 Page 228;

Thence N 72° 25' 34" W along said land and following the southerly sideline of a proposed street 48.32 feet;

Thence N 23° 47' 28" E, crossing said proposed street, 56.02 feet to the northerly sideline of said proposed street and said westerly sideline of "Old St. James Street";

Thence S 19° 36' 59" E along said westerly sideline 69.91 feet to the Point of Beginning containing 1346 square feet, more or less.

Hood hereby grants to City the perpetual right and easement to inspect, install, construct, lay, relay, maintain, repair, rebuild, replace and remove three underground sanitary sewer lines and a related over-flow chamber, together with all necessary underground fixtures and appurtenances thereto (said sanitary sewer line, over-flow chamber, fixtures and appurtenances being hereinafter referred to collectively as the "Sewer Equipment"), the location of such Sewer Equipment to be at approximately its current location as shown within the area (the "Easement Area") identified as "Proposed Utility Easement to City 3,022 S.F.+-" on Exhibit A attached hereto and made a part hereof, which Easement Area is more particularly identified as follows:

Commencing at a point on the northerly sideline of Park Avenue;

Thence N 43° 50' 27" W 19.96 feet to a point on the easterly sideline of St. James Street;

Thence N 00° 14' 01" E along said easterly sideline 121.39 feet to the Point of Beginning;

Thence continuing N 00° 14' 01" E along said easterly sideline of St. James Street 22.30 feet;

Thence northerly along said sideline and along a curve concave to the left having a radius of 1768.24 feet an arc distance of 9.41 feet, said curve having a chord which bears N 00° 04' 52" E 9.41 feet;

Thence S 71° 15' 20" E 37.20 feet;

Thence N 28° 12' 47" W 49.59 feet to the southwesterly sideline of Route 295;

Thence northeasterly along said sideline and along a curve concave to the right having a radius of 1814.86 feet an arc distance of 20.02 feet, said curve having a chord which bears N 59° 27' 54" E 20.02 feet;

Thence S 28° 12' 47" E 47.30 feet;

Thence S 19° 36' 59" E 57.85 feet;

Thence N 88° 18' 10" W 21.28 feet;

Thence N 39° 21' 37" W 15.00 feet;

Thence N 11° 43' 47" W 10.59 feet;

Thence S 89° 56' 01" W 37.98 feet to the Point of Beginning.

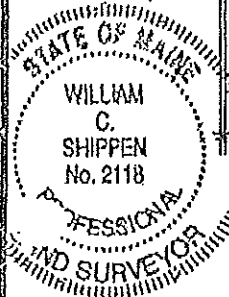
Hood further grants to City the right to enter upon the Easement Area for the purpose of performing maintenance on the Sewer Equipment, the cost and expense thereof to be borne by the City; provided, however, that City, its successors and assigns, shall (i) give reasonable notice to Hood, its successors and assigns, prior to each such entry, (ii) exercise the rights granted hereunder in such manner as to cause a minimum of inconvenience to any businesses being conducted upon or about the Property and Easement Area, and (iii) restore the surface of the land immediately following each such entry to substantially the condition that existed thereon just prior to such entry.



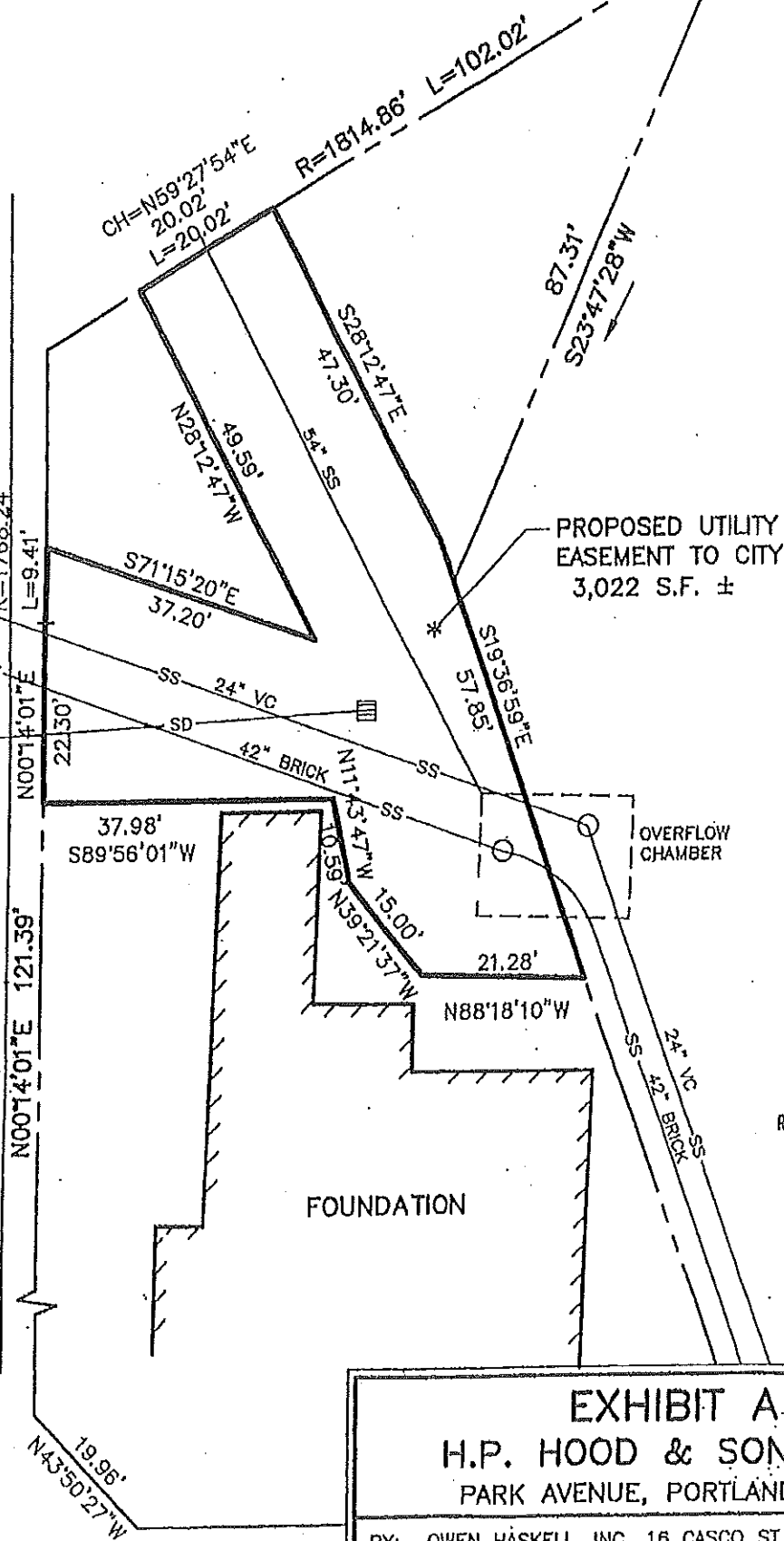
ST. JAMES STREET

RELOCATED

TO PARK AVE.



William C. Shippen



Received
Recorded Register of Deeds
Jan 31, 2003 10:25:45A
Cumberland County
John B. O'Brien

EXHIBIT A

H.P. HOOD & SONS, INC.

PARK AVENUE, PORTLAND, MAINE

BY: OWEN HASKELL, INC, 16 CASCO ST., PORTLAND, MAINE

DATE: JANUARY 15, 2003 SCALE: 1"=20'. 2002-165P

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the 31st day of January, 2003.

WITNESSETH:

CITY OF PORTLAND

Print Name: _____

By: _____
Print Name: _____
Its _____

WITNESSETH:

HP HOOD INC.

Bruce Bacon
Print Name: Bruce Bacon

By: Paul Beatty
Print Name: Paul Beatty
Its General Counsel and Vice President

State of Maine
County of Cumberland, ss.

January _____, 2003

PERSONALLY APPEARED the above-named _____,
of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his/her free
act and deed in his/her said capacity and the free act and deed of said City.

Before me,

Attorney at Law/Notary Public

Commonwealth of Massachusetts
County of Suffolk, ss.

January 29, 2003

Personally appeared the above named Paul Beatty, General Counsel and Vice President of
HP Hood Inc. and acknowledged the foregoing to be his/her free and deed in his/her said capacity
and the free act and deed of said corporation.

Before me,

Camille DiCocco
Name: Camille DiCocco
Notary Public. My commission expires on
September 25, 2003

SEAL

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of this 31st day of January, 2003.

WITNESSETH:

CITY OF PORTLAND

Donna Katsafias
Print Name: Donna KATSAFIAS

By: [Signature]
Print Name: Duane Kline
Its Dir. of Finance

WITNESSETH:

HP HOOD INC.

Print Name: _____

By: _____
Print Name: _____
Its _____

State of Maine
County of Cumberland, ss.

January 29, 2003

PERSONALLY APPEARED the above-named Duane Kline, Director of Finance of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said City.

Before me,

Donna M. Katsafias
Attorney at Law/Notary Public
Donna M. Katsafias

Commonwealth of Massachusetts
County of _____, ss.

January _____, 2003

Personally appeared the above named _____ of HP Hood Inc. and acknowledged the foregoing to be his/her free and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Name:
Notary Public/Attorney at Law

SULLIVAN & WORCESTER LLP

ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109

IN WASHINGTON, D.C.
1666 K STREET, NW
WASHINGTON, D.C. 20006
(202) 775-1200
FAX NO. (202) 293-2275

(617) 338-2800
FAX NO. 617-338-2880
www.sandw.com
DIRECT DIAL 617-338-2476
EMAIL: LMONTI@SANDW.COM

IN NEW YORK CITY
565 FIFTH AVENUE
NEW YORK, NEW YORK 10017
(212) 486-8200
FAX NO. (646) 865-1494

292 MADISON AVENUE
NEW YORK, NEW YORK 10017-6307
(212) 213-8200
FAX NO. (212) 685-2028

June 27, 2003

BY OVERNIGHT DELIVERY

Ann Adams
Lawyers Title Insurance Corporation
19 Northbrook Drive
Falmouth, Maine 04105

RECEIVED

JUN 30 2003

LEGAL DEPT.

Re: 349 Park Avenue, Portland, Maine

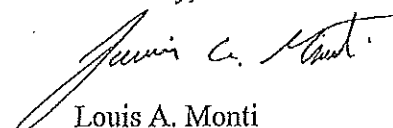
Dear Ann:

Following up on our earlier conversations, please find enclosed one (1) original deed from H.P. Hood & Sons, Inc. to HP Hood Inc. conveying the property located at 349 Park Avenue, Portland, Maine, to be recorded with the Cumberland County Registry of Deeds. Also enclosed is the Real Estate Transfer Tax Declaration to be filed with the Cumberland County Registry of Deeds.

We would like the deed to go to record by Monday, June 30, 2003. Once the deed has been recorded, please provide me with the recording information and return the original recorded deed to me.

Please feel free to contact me at (617) 338-2476 with any questions or comments. Thank you.

Sincerely,


Louis A. Monti

cc: ☒ Paul F. Beatty, Esq.
☒ Paul Nightingale, Esq.
Warren M. Heilbronner, Esq.

QUITCLAIM DEED WITH COVENANT

H.P. Hood & Sons, Inc., a Massachusetts corporation, having a mailing address of 90 Everett Avenue, Chelsea, Massachusetts 02150, for consideration paid and in full consideration of One Dollar and NO/100 (\$1.00) does hereby grant to its parent, HP Hood Inc., a Massachusetts corporation, having a mailing address of 90 Everett Avenue, Chelsea, Massachusetts 02150, with *quitclaim covenants*, that certain parcel of land with the buildings thereon situate in Portland, Cumberland County, Maine, now known and numbered as 349 Park Avenue, further bounded and described on Exhibit A attached hereto and made a part hereof.

The premises are conveyed subject to, and with the benefit of, all rights, reservations, restrictions, easements and other matters of record, insofar as the same are now in force and applicable.

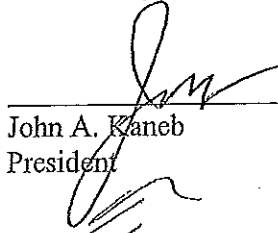
For Grantor's title reference, see deed of H.P. Hood Inc., dated December 15, 1995 and recorded with the Cumberland County Registry of Deeds in Book 12272, Page 84.

[Remainder of page left blank intentionally.]

EXECUTED as a sealed instrument as of this 27th day of June, 2003.

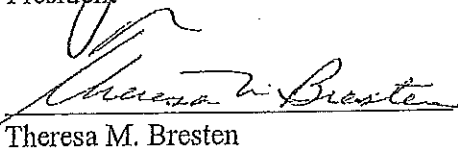
H.P. Hood & Sons, Inc.

By:



John A. Kaneb
President

By:



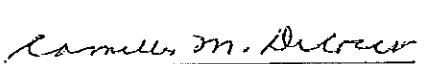
Theresa M. Bresten
Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

June 26, 2003

Then personally appeared the above named John A. Kaneb, President of H.P. Hood & Sons, Inc., and Theresa M. Bresten, Treasurer of H.P. Hood & Sons, Inc., and acknowledged the foregoing instrument to be their free act and deed in their said capacities and the free act and deed of said corporation.



Notary Public

Notary Public

Print name: Camille M. DiCocco

My commission expires: 9/25/03

[Affix Official Seal Hereto]

EXHIBIT A

A certain lot or parcel of land situated in the City of Portland, in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the northerly side of Park Avenue, said point being twenty (20) feet northwesterly measured along said Park Avenue from the point of intersection of a line extended southwesterly one hundred eighteen (118) feet from and measured normal to the center or base line of location of said Portland Terminal Company as established by the Federal Valuation Plans dated June 30, 1916:

Thence northwesterly along said Park Avenue fifty-four (54) feet, more or less, to the southeasterly corner of land now or formerly of H.P. Hood & Sons, Inc.; Thence N 19° 27' 30" W along the northeasterly line of said Hood land and continuing on a straight prolongation of said northeasterly line a distance of five hundred forty and nine tenths (540.9) feet, more or less, to a point which is one hundred eighteen (118) feet southwesterly of and measured normal to said base line;

Thence southeasterly on a straight line a distance of five hundred sixty-one and three tenths (561.3) feet, more or less, to the point of beginning. Containing 13,760 square feet, more or less.

A certain lot or parcel of land situated in Portland, in the County of Cumberland, and State of Maine, and bounded and described as follows:

Beginning at a point in the northerly side line of Park Avenue, formerly called Portland Street in said City of Portland, which point is seventy-four feet (74') westerly along said northerly side line of said Park Avenue, from the southwesterly corner of a strip of land conveyed to the Maine Central Railroad Company by trustees of the J. B. Brown Estate; thence from said point northerly by the westerly side line of the triangular lot of land sold by the J. B. Brown & Sons to the Maine Central Railroad Company three hundred eighteen and fifty-five hundredths (318.55) feet to a stake; thence westerly on a line parallel to said Park Avenue two hundred (200) feet to a stake, thence southerly, parallel to the westerly side line of the triangular lot of land above referred to, three hundred eighteen and fifty-five hundredths (318.55) feet to a stake in the northerly side line of said Park Avenue, thence easterly along side line of said Park Avenue, to the point of beginning containing sixty thousand (60,000) square feet of land northerly of the present line of Park Avenue.

Excepting so much of the premises as was conveyed by H. P. Hood & Sons, Inc. to the State of Maine by deed dated July 28, 1971 and recorded with the Cumberland County Registry of Deeds in Book 3186, Page 109.

Together with all of Grantor's right, title and interest in the land abutting the above-described premises formerly known as St. James Street which was the subject to the Order of Discontinuance adopted by the Portland City Council on July 3, 1989 recorded in the Cumberland County Registry of Deeds in Book 8882, Page 11.

**MAINE REVENUE
SERVICES**

Property Tax Division
P.O. Box 9106
Augusta, Maine 04332



FILE BOTH COPIES
OF THIS FORM WITH
COUNTY REGISTRY OF DEEDS
DO NOT DETACH!

PLEASE READ INSTRUCTIONS ON REVERSE BEFORE COMPLETING DECLARATION

REAL ESTATE TRANSFER TAX

DECLARATION

TITLE 36, M.R.S.A., SECTIONS 4641 through 4641-N

1. MUNICIPALITY OR TOWNSHIP Portland	COUNTY Cumberland	BOOK (REGISTRY USE ONLY)	PAGE
GRANTEE (BUYER)			
2. IDENTITY: NAME(S) (LAST, FIRST, INITIAL) AND SOCIAL SECURITY NUMBER(S) OR CORPORATE NAME(S) AND FEDERAL IDENTIFICATION NUMBER(S) HP Hood Inc.		▶ 04 145 0950	
3. NUMBER AND STREET 90 Everett Avenue	CITY OR TOWN Chelsea	STATE AND ZIP CODE MA 02150	
GRANTOR (SELLER)			
4. IDENTITY: NAME(S) (LAST, FIRST, INITIAL) AND SOCIAL SECURITY NUMBER(S) OR CORPORATE NAME(S) AND FEDERAL IDENTIFICATION NUMBER(S) H.P. Hood & Sons, Inc.		▶ 04 250 7140	
5. NUMBER AND STREET 90 Everett Avenue	CITY OR TOWN Chelsea	STATE AND ZIP CODE MA 02150	
PROPERTY	6. TAX MAP & LOT NUMBER (Required) ▶ Map 66, Block D, Lot 1 ☐ MUNICIPALITY DOES NOT HAVE TAX MAPS (Please describe property)		Warning to Buyer! If the property is classified as Farmland, Open Space, or Tree Growth, a substantial financial penalty could be triggered by development, subdivision, partition, or change in use of the property. ☐ Applicable ☒ Not Applicable
	7. DATE OF TRANSFER MO. DAY YR. (Use numerals) ▶ 06 27 03		
CONSIDERATION	8. Consideration meaning total amount or price paid, or required to be paid, for real property valued in money, whether received in money or otherwise and shall include the amount of any mortgage, liens or encumbrances thereon. If a gift or nominal consideration only is paid, consideration is based on the value of the property. Value is the estimated price the property would bring in the open market. (Tax will be collected at the registry when the deed is recorded. The tax rate is \$2.20 per \$500, or fractional part thereof, of consideration or value. The tax is equally divided between the buyer and the seller.) <u>If exempt, complete line 9</u>		
	FULL CONSIDERATION ▶ \$ 1,846,220.00	TAXABLE CONSIDERATION \$ 0.00	
EXEMPTION	9. EXPLAIN BASIS FOR EXEMPTION (Complete only if transfer is claimed to be fully or partially exempt pursuant to M.R.S.A. 36 §4641-C) Transfer is from a subsidiary corporation to its parent corporation, pursuant to M.R.S.A. 36 §4641-C(8).		
SPECIAL CIRCUMSTANCES	10. Were there special circumstances in the transfer which suggest that the price of the property was either more or less than its fair market value. (Such as the fact that transfer was a forced sale, foreclosure, intercorporate sale, exchange, or transfer tax was based on estimate value.) PLEASE EXPLAIN. Since the transfer is from a subsidiary corporation to its parent corporation, the transfer is for nominal consideration. ▶ ☒ YES ☐ NO		
INCOME TAX WITHHELD	11. ☐ Buyer(s) certify that they have withheld Maine income tax from the purchase price as required by § 5250-A and will remit to Maine Revenue Services within 30 days after date of transfer. ☒ Buyer(s) not required to withhold Maine income tax because: ☐ seller has qualified as a Maine resident, ☐ a waiver has been received from the State Tax Assessor, ☒ consideration for the property is less than \$50,000, ☐ foreclosure sale: exempt per 36 M.R.S.A. §5250-A, sub § 3-A		
OATH	12. Aware of penalties as set forth by Title 36, Section 4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete.		
	GRANTEE(S) or AUTHORIZED AGENT	DATE	GRANTOR(S) or AUTHORIZED AGENT
	DATE		
PREPARER	13. Name and address of person or firm preparing this form Sullivan & Worcester LLP, One Post Office Square, Boston, MA 02109 6/27/03		

9555/137

[Portland, ME]

COPY

43120.65558 391 XP-5584/h
4/10/91 12:10 p.m. CR.003

QUITCLAIM DEED WITH COVENANT

AGRI-MARK, INC., a Delaware corporation, having a place of business at Milk Street Office Park, 100 Milk Street, Methuen, Massachusetts, for full value and consideration paid, hereby grants to H.P. HOOD INC., a Massachusetts corporation, having a place of business and a mailing address at 500 Rutherford Avenue, Boston, Massachusetts 02129, with QUITCLAIM COVENANT, those parcels of land located at or near 349 Park Avenue in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Exhibit A attached hereto and made a part hereof, together with all buildings, structures and improvements located thereon, and together with all rights and appurtenances pertaining to such land.

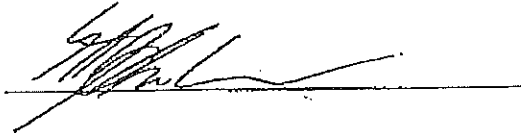
Being the same premises conveyed to Agri-Mark, Inc. by deed of H.P. Hood Inc. dated July 16, 1980, and recorded in the Cumberland County Registry of Deeds in Book 4632, Page 254.

The premises are conveyed subject to and with the benefit of all easements, restrictions, rights of way and other matters of record, if any, insofar as the same are now in force and applicable.

IN WITNESS WHEREOF, Agri-Mark, Inc. has caused this deed to be executed and sealed by JOHN J. McLEOD JR. its duly authorized SR V.P. - FIN & ADM. this 9th day of May, 1991.

WITNESS:

AGRI-MARK, INC.



By:

JOHN J. McLEOD JR.
Name: JOHN J. McLEOD JR.
Its: SR V.P. - FIN & ADM.

STATE OF NEW YORKCounty of NEW YORK, ss.May 9, 1991

Personally appeared the above-named JOHN J. McLEOD JR., SR V.P. - FIN & ADM. of AGRI-MARK, INC., and acknowledged the foregoing instrument to be the free act and deed of AGRI-MARK, INC.

Before me,

Elizabeth Lajca
Notary Public/Attorney-at-Law
Print Name: _____
My Commission Expires: _____

XP-5584/h

ELIZABETH LAJCA
Notary Public, State of New York
No. 01LA4686203
Qualified in Kings County
Commission Expires June 30, 1991

State of Maine. Cumberland, ss.

August 13, 1943.

Then personally appeared the above named Ralph L. Goddard, Assistant Treasurer of said Bank 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 Bank.

Before me, Albert E. Libby Notary Public, Notarial Seal

My Commission Expires Feb. 7, 1947

Received August 13, 1943, at 11h 46m A. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, That the Federal Loan and Building Association, a corporation organized and existing under the banking laws of the State of Maine and having its office and principal place of business at Portland in the County of Cumberland and State of Maine, owner of a certain mortgage given by Jacob J. Young, of said Portland, to said Federal Loan and Building Association dated July 6, A. D. 1942, and recorded in Cumberland County Registry of Deeds, Book 1684, Page 9, does hereby acknowledge that it has received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof it does hereby cancel and discharge said mortgage, and release unto the said Jacob J. Young, his heirs and assigns forever the premises therein described.

Federal
L. & B.
Ass'n.
to
Young
Disch.

IN WITNESS WHEREOF, it the said Federal Loan and Building Association has caused these presents to be subscribed by its Assistant Treasurer thereunto duly authorized and also its corporate seal to be affixed this twelfth day of August, A. D. 1943.

Signed, Sealed and Delivered in Presence of

FEDERAL LOAN AND BUILDING ASSOCIATION
CORPORATE SEAL

Edith C. Keith

By Thomas A. Sanders, Ass't. Treas.

State of Maine. Cumberland, ss.

Portland, August 12th, 1943.

Personally appeared the above named Thomas A. Sanders, Assistant Treasurer of said corporation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Federal Loan and Building Association. Before me, Edith C. Keith Justice of the Peace
Received August 13, 1943, at 12h 20m P. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, That Portland Terminal Company, a corporation existing under the laws of Maine, with a principal place of business at Portland in the County of Cumberland and said State in consideration of one dollar and other valuable considerations paid by H. P. Hood & Sons, Inc., a Massachusetts corporation with offices at Boston, Suffolk County, Massachusetts, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said H. P. Hood & Sons, Inc., its successors and assigns forever, a certain lot or parcel of land situated in the City of Portland, in the County of Cumberland and State of Maine, bounded and described as follows:

Portland
Terminal
Co.
to
H.P.
Hood &
Sons,
Inc.
Q. C.

Beginning at a point on the northerly side of Park Avenue, said point being twenty (20) feet northwesterly measured along said Park Avenue from the point of intersection of a line extended southwesterly one hundred eighteen (118) feet from and measured normal to the center or base line of location of said Portland Terminal Company as established by the Federal Valuation Plans dated June 30, 1916;

Thence northwesterly along said Park Avenue fifty-four (54) feet, more or less, to the southeasterly corner of land now or formerly of H. P. Hood & Sons, Inc.;

Thence N. 19° 27' 30" W. along the northeasterly line of said Hood land and continuing on a straight prolongation of said northeasterly line a distance of five hundred forty and nine tenths (540.9) feet, more or less, to a point which is one hundred eighteen (118) feet southwesterly of and measured normal to said base line;

Thence southeasterly on a straight line a distance of five hundred sixty-one and three tenths (561.3) feet, more or less, to the point of beginning.

Containing 13,760 square feet, more or less.

By the acceptance of this deed the grantee hereby covenants and agrees for itself, its successors and assigns, to make no excavations on the above described premises that will in any way endanger the lateral support of land of said grantor without providing, at its sole expense, a safe and proper protection to said land satisfactory to the Chief Engineer of said Portland Terminal Company.

By the acceptance of this deed the grantee also hereby covenants and agrees for itself, its successors and assigns, to make no future claim for damage against said Portland Terminal Company, its successors and assigns, on account of drainage of water from other land of this grantor on to the land herein above conveyed, and further agrees to provide, at its sole expense, a suitable drainage system satisfactory to the Chief Engineer of said Portland Terminal Company.

By the acceptance of this deed the grantee hereby covenants and agrees for itself, its successors and assigns, to build and maintain at its sole expense along the northeasterly side of the above bounded premises any fence which said grantee, its successors or assigns, may desire or require at any time hereafter, or which any law or government authority may require to be constructed by the grantor or the grantee, their successors or assigns.

These covenants are to run with the land herein above conveyed and to be binding upon the grantee, its successors and assigns, forever.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Portland Terminal Company has caused these presents to be executed on its behalf, and its corporate seal affixed hereto, by Dana C. Douglass, its Vice President, thereto duly authorized this 11th day of May in the year of our Lord one thousand nine hundred and forty-three.

Signed, Sealed and Delivered in Presence of

PORTLAND TERMINAL COMPANY CORPORATE SEAL

By Dana C. Douglass Vice President

M. L. Rhoads

U.S.I.R.
\$2.75
P.T.Co.
5-11-43

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State of Maine. County of Cumberland, ss.

May 11, 1943.

Personally appeared the above named Dana C. Douglass and acknowledged the above instrument to be the free act and deed of said Portland Terminal Company and of himself as said Vice President. Before me, Michael L. Rhoads Notary Public

Notarial Seal

At a meeting of the Board of Directors of Portland Terminal Company duly called, notified and held at Portland, Maine, on March 31, 1943, a quorum being present, the following action was taken:

VOTED: That the President or Vice President be and each of them singly is hereby authorized to execute, acknowledge and deliver a conveyance for and on behalf of this Company and under its corporate seal, for such consideration as they or either of them may determine, of a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at a point on the northerly side of Park Avenue, said point being twenty (20) feet northwesterly measured along said Park Avenue from the point of intersection of a line extended southwesterly one hundred eighteen (118) feet from and measured normal to the center or base line of location of said Portland Terminal Company as established by the Federal Valuation Plans dated June 30, 1916;

Thence northwesterly along said Park Avenue fifty-four (54) feet, more or less, to the southeasterly corner of land now or formerly of H. P. Hood & Sons, Inc.;

Thence N. 19° 27' 30" W. along the northeasterly line of said Hood land and continuing on a straight prolongation of said northeasterly line a distance of five hundred forty and nine tenths (540.9) feet, more or less, to a point which is one hundred eighteen (118) feet southwesterly of and measured normal to said base line; Thence southeasterly on a straight line a distance of five hundred sixty-one and three tenths (561.3) feet, more or less, to the point of beginning.

Containing 13,760 square feet, more or less.

By the acceptance of this deed the grantee hereby covenants and agrees for itself, its successors and assigns, to make no excavations on the above described premises that will in any way endanger the lateral support of land of said grantor without providing, at its sole expense, a safe and proper protection to said land satisfactory to the Chief Engineer of said Portland Terminal Company.

By the acceptance of this deed the grantee also hereby covenants and agrees for itself, its successors and assigns, to make no future claim for damage against said Portland Terminal Company, its successors and assigns, on account of drainage of water from other land of this grantor on to the land herein above conveyed, and further agrees to provide, at its sole expense, a suitable drainage system satisfactory to the Chief Engineer of said Portland Terminal Company.

By the acceptance of this deed the grantee hereby covenants and agrees for itself, its successors and assigns, to build and maintain at its sole expense along the northeasterly side of the above bounded premises any fence which said grantee, its successors or assigns, may desire or require at any time hereafter, or which any law or governmental authority may require to be constructed by the grantor or the grantee,

their successors or assigns.

These covenants are to run with the land herein above conveyed and to be binding upon the grantee, its successors and assigns, forever.

Attest:

E. Spencer Miller

Clerk.

At a meeting of the Board of Directors of Portland Terminal Company duly called, notified and held at Portland, Maine, on June 23, 1943, a quorum being present, the following action was taken:

VOTED: That the vote of this Board adopted at its meeting held March 31, 1943, relating to sale of land in Portland, Maine, to H. P. Hood & Sons, Inc., be amended by inserting in the preamble after the word "land" the words "which has ceased to be required for the purposes of this Company" so that said preamble, as amended, shall read as follows:

"VOTED: That the President or Vice President be and each of them singly is hereby authorized to execute, acknowledge and deliver a conveyance for and on behalf of this Company and under its corporate seal, for such consideration as they or either of them may determine; of a certain lot or parcel of land which has ceased to be required for the purposes of this Company, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:"

Attest:

E. Spencer Miller

Clerk

CORPORATE SEAL

OF

PORTLAND TERMINAL COMPANY

Received August 13, 1943, at 2h -m P. M., and recorded according to the original

Martin &
to
Costa
Bond

KNOW ALL MEN BY THESE PRESENTS, That I, Jeffery C. Martin, of Flint, Michigan, holden and stand firmly bound and obliged unto Ralph R. Costa of Portland, County of Cumberland and State of Maine, in the full and just sum of Twelve hundred dollars (\$1200.00) to be paid unto the said Jeffery C. Martin, his executors, administrators or assigns; to the which pay well and truly to be made do bind my heirs, executors and administrators, firmly by these presents. Sealed with my seal.

Dated the fourteenth day of October in the year of our Lord one thousand nine hundred and forty-one.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the said Jeffery C. Martin and Josephine E. Martin agreed and does hereby agree to sell and convey to the said Ralph R. Costa, his heirs or assigns a certain lot or parcel of land together with the buildings thereon, situated on the westerly side of the County Road, so called, leading from College's Corner, in Falmouth, to Cumberland Center, in the County of Cumberland and State of Maine, and beginning at an iron post seven hundred sixty-eight (768) feet, eight (8) inches, more or less, south of an iron post set in the side of a culvert on said road; thence westerly nine hundred forty-nine (949) feet to an iron post; thence southeasterly three hundred (300) feet to an iron post;

Pasteurized Milk Tank Variance Proposal

HP Hood LLC
349 Park Ave.
Portland, ME 04102

Dear Zoning Board,

During the Planning Board meeting on May 5th the Board had some concerns on the proposal of the new tanks. HP Hood is proposing a new tank installation in order to replace interior tanks that have a lot of age and in need of replacement. To replace the tanks inside the building would be cost prohibitive and would shut down production. This is where the proposal for tanks to be installed outside would allow us to continue with operations and demo the interior tanks when necessary.

The concern from the Board was the need to replace 18,000 gallons of tank space with the proposed 2-20,000 gallon tanks.
The proposal for this size tank is due to a number of reasons.

Replacing the silos and maintain existing capacity and instead adding more silos at a later time is not possible without obtaining a variance due to the lack of available square footage on this site. Gaining capacity will require the replacement of silos on the existing location and the now proposed new locations.

By allowing us to increase tank storage space on the proposed site now prepares us for potential growth in this hard market and provides a future for our employees and the Portland milk plant.

Combining tank space reduces water, chemical and energy use for the daily cleaning of the equipment as a 20k gal vertical silo uses minimal more energy compared to a single horizontal tank.

The company hopes this answers the concerns of the Board and has brought clarity to the proposal at the HP Hood Portland location.





Food!
FRESH MAINE MILK
CAP. 344,000 LBS.

ONE WAY





Zoning Board of Appeals
Department of Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Zoning Board of Appeals:

I am requesting a miscellaneous appeal for off-street parking with regards to my proposed personal service business – Spa Lotta - located at 205 Congress Street, first floor in the B1 zone.

The property at 205 Congress Street currently does not have parking on-site. Pursuant to Section 14-334 of the Code of Ordinances I have secured two parking spaces at 54 Cumberland Ave., Portland, ME.

These spaces, at a distance of 900 feet from the property, fall within the guidelines of ‘no more than 1500 feet from the principal building’.

Enclosed in the packet you will find a copy of a letter of intent from Schneider Property Management to C&C Apartments that addresses the stipulation of 14-334 (b) - ‘five years with an option to renew’. My lease with C&C Apartments states that the two parking spaces will be leased to my business – Spa Lotta d/b/a Southern Maine Electrolysis. I have also enclosed a map showing the route with the distance from the business to the parking lot.

Thank you for your assistance in this matter.

Sincerely,

Coralie Curran



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Miscellaneous Appeal Application

Applicant Information:

NAME
coralie curran

BUSINESS NAME
spa lotta d/b/a southern maine electrolysis

BUSINESS ADDRESS
205 congress street

BUSINESS TELEPHONE & E-MAIL
207 650 0984 ccurran@maine.rr.com

APPLICANT'S RIGHT/TITLE/INTEREST
owner

CURRENT ZONING DESIGNATION
B-1

EXISTING USE OF THE PROPERTY:
residential

Subject Property Information:

PROPERTY ADDRESS
205 congress street

CHART/BLOCK/LOT (CBL)
013 MO 18 001

PROPERTY OWNER (If Different)
CCC Apartments, LLC

ADDRESS (If Different)
799-4272 ccurran@maine.rr.com

PHONE # AND E-MAIL
com

APPEAL PERTAINS TO SECTION 14- 334

PAST USE OF PROPERTY:

residential

BASIS FOR APPEAL AND RELIEF REQUESTED

applying for a miscellaneous appeal under section 14-334 to provide two (2) off-street parking spaces measuring 900 ft from property within the 1500 required footage

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.

ccurran
SIGNATURE OF APPLICANT

4/19/16
DATE



C&C Apartments, LLC
181 Harriet Street
South Portland, ME 04106

April 17, 2016

To Whom It May Concern:

C&C Apartments, LLC will be leasing the first floor of 205 Congress Street, Portland, ME to Spa Lotta d/b/a Southern Maine Electrolysis beginning May 1, 2016 and in doing so, there will be two parking spaces at 54 Cumberland Ave. Portland, ME rented to the business.

C&C Apartments, LLC gives permission to Coralie Curran, owner of Spa Lotta d/b/a Southern Maine Electrolysis, LLC to represent C&C Apartments, LLC for the specific issue with regards to parking related to the Zoning Board of Appeals Miscellaneous Appeal Application.

Sincerely,

Gregory M. Curran

LEASE

   made the **first** day of May in the year of our Lord
Two thousand and sixteen (2016)

 That

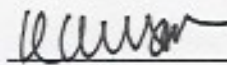
C&C Apartments, LLC, 181 Harriet Street, South Portland, ME 04106
Do hereby lease demise and let unto Spa Lotta d/b/a Southern Maine Electrolysis;

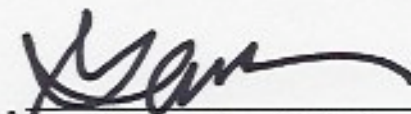
- A first floor space approximately 950 square feet located at 205 Congress Street, PWM, 04101.
- Utilities included: heat, hot water and "basic" electricity and internet ...
- No electric heaters or air conditioners unless \$20 per month additional expense
- This apartment is rented to Spa Lotta, d/b/a Southern Maine Electrolysis and shall not be sublet.
- No CIGARETTE smoking in any portion of the building or grounds. NASTY !!!
- Two parking spaces located at 54 Cumberland Ave., Portland, ME
-

 for the term of Month-to-month from the
FIRST of May two thousand and sixteen (2016) ... yielding and paying therefore the rent of
\$1,000... (one thousand and no/100 dollars) per month!
And said Lessee do covenant to pay the said rent in
full on the first of each month. Please note: Rent is due on the first.

   the parties have hereunto interchangeable set their hands and seals the day
and year first above written.

  
 in presence of


Coralie Curran
Spa Lotta
d/b/a Southern Maine Electrolysis


C&C Apartments, LLC

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
Miscellaneous Appeal Application

Applicant Information:

NAME

coralie curran

BUSINESS NAME

spa lotta d/b/a southern maine
electrolysis

BUSINESS ADDRESS

205 congress street

BUSINESS TELEPHONE & E-MAIL

207 650 0984 ccurran@maine.
rr.com

APPLICANT'S RIGHT/TITLE/INTEREST

owner

CURRENT ZONING DESIGNATION

B-1

EXISTING USE OF THE PROPERTY:

residential

PAST USE OF PROPERTY:

residential

Subject Property Information:

PROPERTY ADDRESS

205 congress street

CHART/BLOCK/LOT (CBL)

013 MD 18 001

PROPERTY OWNER (If Different)

CRC Apartments, LLC

ADDRESS (If Different)

777-4272 ccurran@maine.rr.
com

PHONE # AND E-MAIL

APPEAL PERTAINS TO SECTION 14- 334

BASIS FOR APPEAL AND RELIEF REQUESTED

applying for a miscellaneous appeal under section 14-334
to provide three(3) off-street parking spaces measuring
900 ft from property within the 1500 required footage

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 OF APPLICANT

4/19/16

DATE

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

Dear Zoning Board of Appeals:

I am requesting a miscellaneous appeal for off-street parking with regards to my proposed personal service business – Spa Lotta - located at 205 Congress Street, first floor in the B1 zone.

The property at 205 Congress Street currently does not have parking on-site. Pursuant to Section 14-334 of the Code of Ordinances I have secured three parking spaces at 54 Cumberland Ave., Portland, ME.

These spaces, at a distance of 900 feet from the property, fall within the guidelines of ‘no more than 1500 feet from the principal building’.

Enclosed in the packet you will find a copy of a letter of intent from Schneider Property Management to C&C Apartments, the owner of 205 Congress Street, that addresses the requirement of 14-334 (b) - ‘five years with an option to renew’.

My lease with C&C Apartments states that the three parking spaces will be leased to my business – Spa Lotta d/b/a Southern Maine Electrolysis.

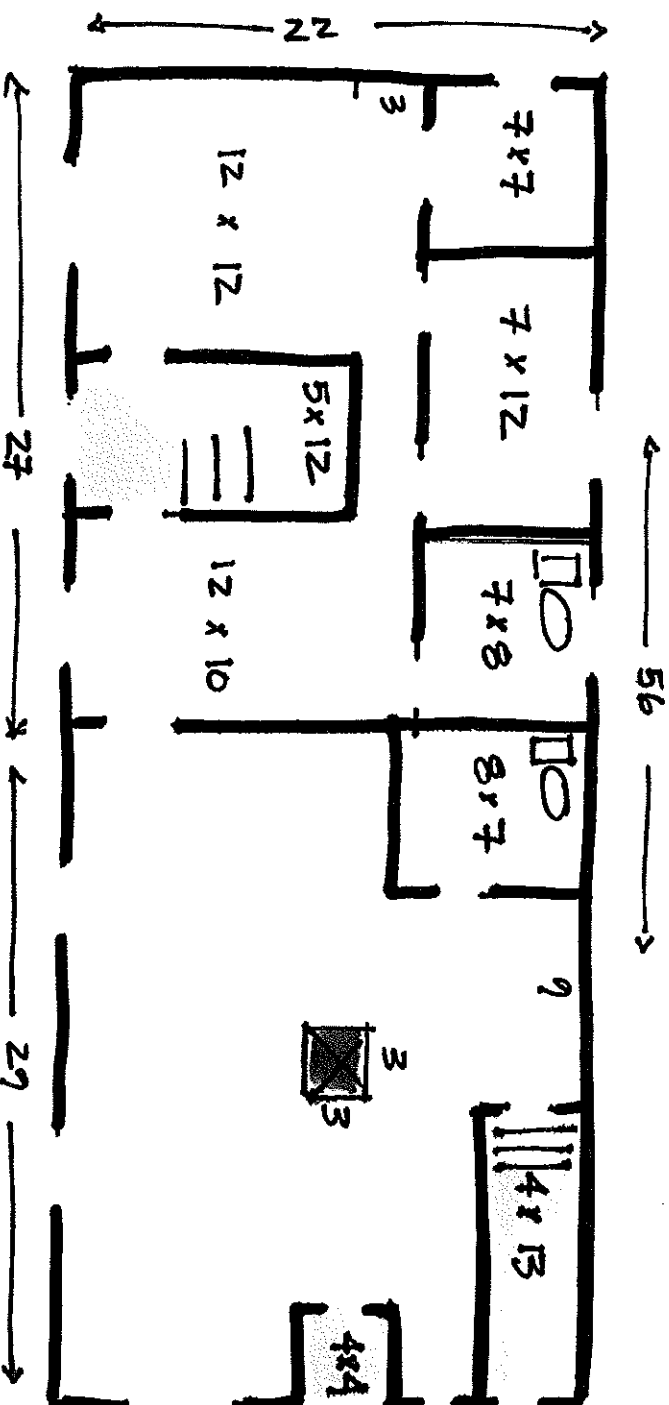
I have also enclosed a map showing the route with the distance from the business to the parking lot.

Thank you for your assistance in this matter.

Sincerely,



Coralie Curran



First Floor	1232
Stairway	- 60
Stairway	- 52
Stoop	- 16
Chimney	- 9

usable space 1095

← CONGRESS STREET →



Schneider Property Management, LLC
522 Washington Ave, Portland, ME 04103
Office: 207-221-7533 | Fax: 207-772-4244

April 18th, 2016

To Whom It May Concern,

C&C Apartments, LLC will be able to obtain a minimum of 3 parking spots at the property located at 54 Cumberland Avenue for a minimum of 5 years, or as long as Schneider Property Management is continuing to rent out spots in the parking lot (whichever comes first).

The renting of the spots would be contingent upon the lessee (C&C Apartments, LLC) making timely rental payments, following snow plow rules, and following all rules laid forth in the lease agreement.

If you have any questions, or require any further information, please feel free to reach out to us at the contact information listed below.

Thank you,

A handwritten signature in black ink, appearing to read "Craig Schneider", with a long, sweeping horizontal line extending to the right.

Craig Schneider
Manager
(207)221-7533
info@mymainerental.com

LEASE

This Indenture, made the first day of May in the year of our Lord
Two thousand and sixteen (2016)

Witnesseth, That

C&C Apartments, LLC, 181 Harriet Street, South Portland, ME 04106
Do hereby lease demise and let unto Spa Lotta d/b/a Southern Maine Electrolysis;

- A first floor space approximately 1,100 square feet located at 205 Congress Street, PWM, 04101.
- Utilities included: heat, hot water and "basic" electricity and internet ...
- No electric heaters or air conditioners unless \$20 per month additional expense
- This apartment is rented to Spa Lotta, d/b/a Southern Maine Electrolysis and shall not be sublet.
- No CIGARETTE smoking in any portion of the building or grounds. NASTY !!!
- Three parking spaces located at 54 Cumberland Ave., Portland, ME
-

Shall for the term of Month-to-month from the
FIRST of May two thousand and sixteen (2016) ... yielding and paying therefore the rent of
\$1,000... (one thousand and no/100 dollars) per month!
And said Lessee do covenant to pay the said rent in
full on the first of each month. Please note: Rent is due on the first.

In Witness Whereof, the parties have hereunto interchangeable set their hands and seals the day
and year first above written.

Signed, Sealed and Delivered
In presence of



Coralie Curran
Spa Lotta
d/b/a Southern Maine Electrolysis



C&C Apartments, LLC



Schneider Property Management, LLC
522 Washington Ave, Portland, ME 04103
Office: 207-221-7533 | Fax: 207-772-4244

April 18th, 2016

To Whom It May Concern,

C&C Apartments, LLC will be able to obtain a minimum of 2 parking spots at the property located at 54 Cumberland Avenue for a minimum of 5 years, or as long as Schneider Property Management is continuing to rent out spots in the parking lot (whichever comes first).

The renting of the spots would be contingent upon the lessee (C&C Apartments, LLC) making timely rental payments, following snow plow rules, and following all rules laid forth in the lease agreement.

If you have any questions, or require any further information, please feel free to reach out to us at the contact information listed below.

Thank you,

A handwritten signature in black ink, appearing to read "CS", is written over a horizontal line.

Craig Schneider

Manager

(207)221-7533

info@mymainrental.com

YOUR TRIP TO:

205 Congress St, Portland, ME 04101



0.2 MI

Trip time based on traffic conditions as of 4:26 PM on April 17, 2016. Current Traffic: Moderate



1. Start out going southwest on Cumberland Ave toward Sheridan St.

Then 0.03 miles

0.03 total miles



2. Take the 1st left onto Sheridan St.

If you reach Romasco Ln you've gone a little too far.

Then 0.05 miles

0.08 total miles



3. Take the 1st right onto Congress St.

If you reach Monument St you've gone a little too far.

Then 0.09 miles

0.17 total miles

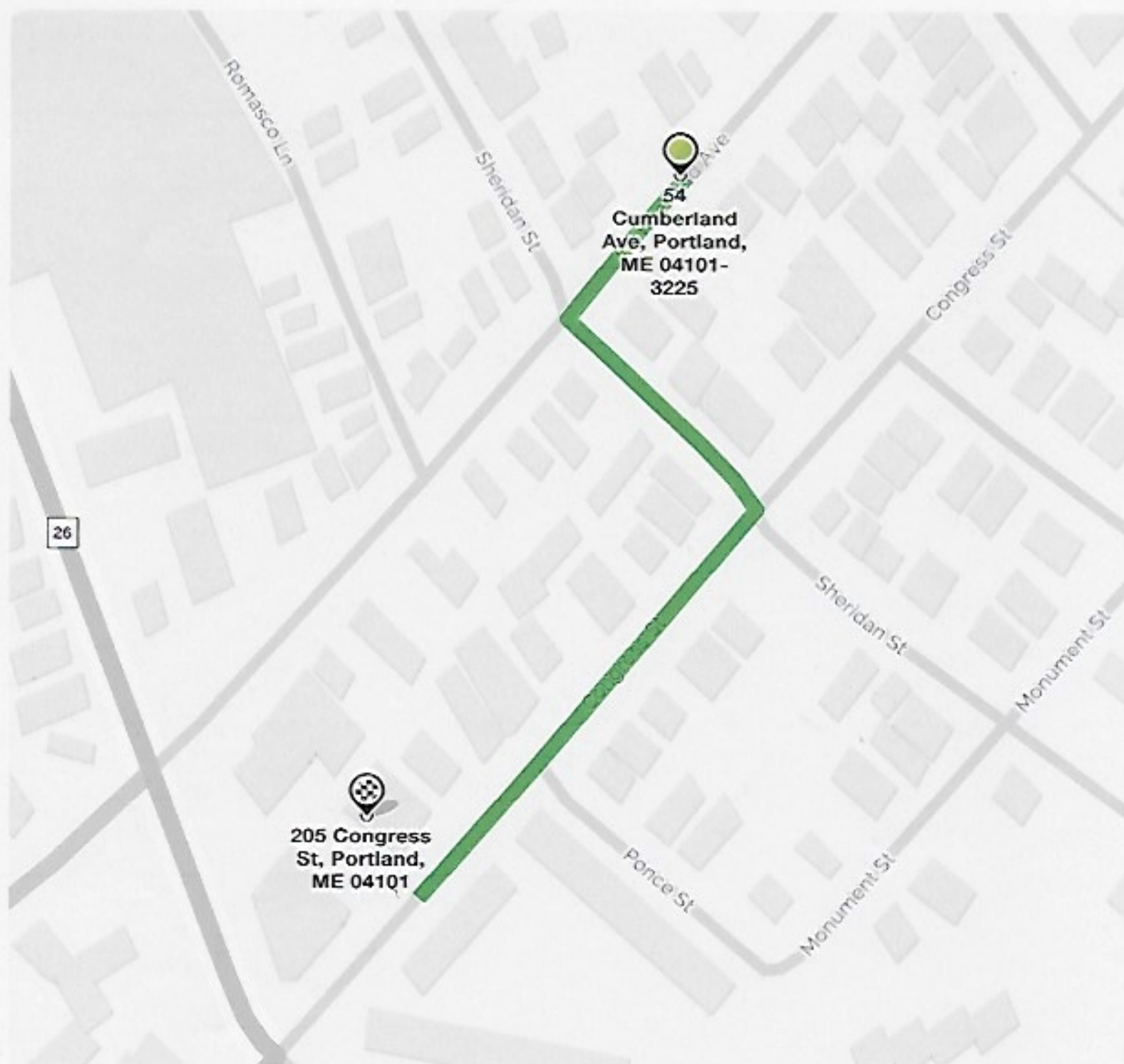


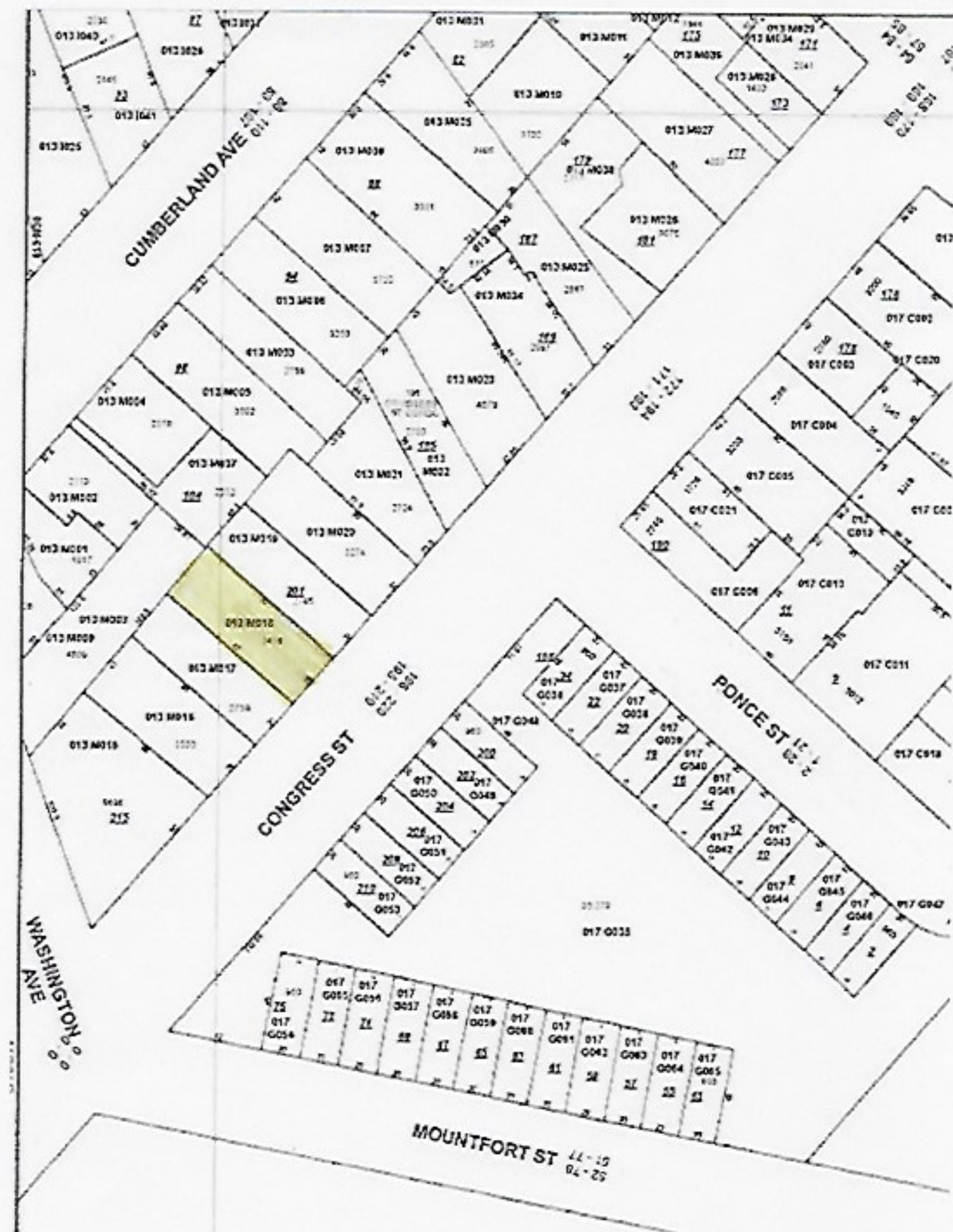
4. 205 CONGRESS ST is on the right.

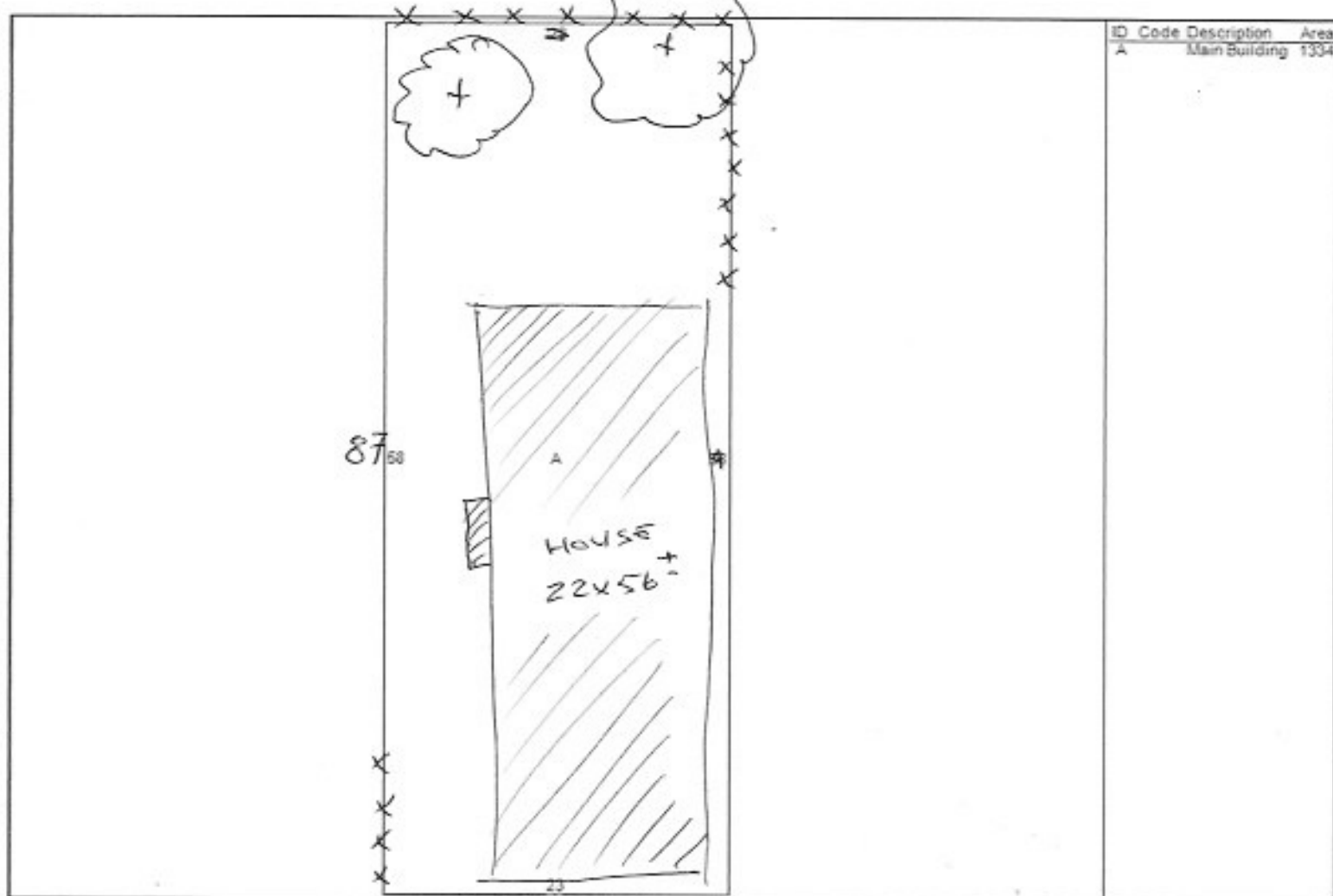
*Your destination is just past Ponce St.**If you reach Washington Ave you've gone a little too far.*

900 feet

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.





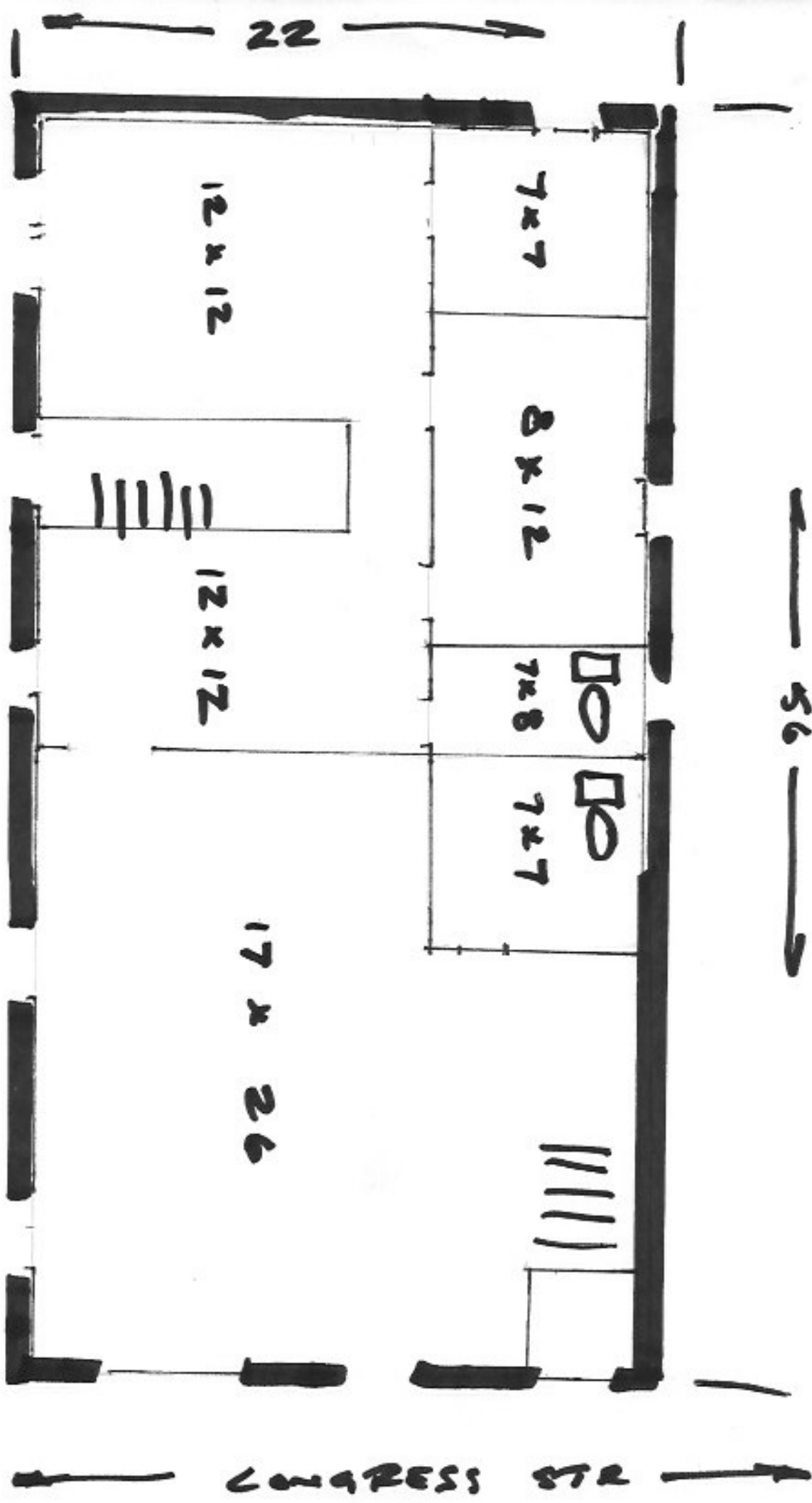


203
CONGRESS

201
CONGRESS

LOT = 28' x 87' = 2436'

HOUSE = 22' x 56' = 1232'



FLOOR PLAN

203

CONGRESS

NOT TO SCALE



205 CONGRESS STREET

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:

SARAH PALMER
NAME

SASA'S HOUSE, LLC
BUSINESS NAME

174 PLYMOUTH ST
BUSINESS ADDRESS

BUSINESS TELEPHONE & E-MAIL

OWNER
APPLICANT'S RIGHT/TITLE/INTEREST

R-3 RESIDENTIAL ZONE
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY: RESIDENTIAL

TYPE OF CONDITIONAL USE PROPOSED: RESIDENTIAL USE WITH DAYCARE - MAXIMUM
OF TWELVE CHILDREN

Subject Property Information:

174 PLYMOUTH ST
PROPERTY ADDRESS

345 A001001
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (If Different)

ADDRESS (If Different)

207-671-0636 SARAHPALMERTOOGMAIL.COM
PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14-

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 OF APPLICANT

4/29/16
DATE

Sarah Palmer

4/29/2016

174 Plymouth St.

Portland, Me 04103

sarahpalmertoo@gmail.com

207-671-0636

To the Portland Zoning Board of Appeals:

Please consider this cover letter as a proposal for future plans for 174 Plymouth St, Portland, Me. I, Sarah Palmer, would like to use the property as a residential daycare facility. The reason for the appeal is that I would like to extend the maximum capacity of children from 6 to 12.

Below is a point by point explanation of how I will meet each applicable zone conditional use standard from the zoning ordinance in addition to the three basic conditional use standards on the front of the application form.

1. The facility shall be located in a structure in which there is one (1) or more occupied residential units or in an existing accessory structure, unless the facility is located in a principal structure that has not been used as a residence in whole or in part within the five (5) years immediately preceding the application for a day care use, home babysitting use, nursery school or kindergarten, or in a nonresidential structure accessory to the principal nonresidential use.

I, Sarah Palmer, will also reside at 174 Plymouth St.

2. The maximum capacity shall be twelve (12) children for facilities located in residential or existing structures accessory thereto, unless the additional standards in subsection v. are met. There shall be no maximum limit on the number of children in a facility located in a principal structure that has not been used as a residence in whole or in part within the five (5) years immediately preceding the application for a day care or home babysitting use, or in a nonresidential structure accessory thereto, provided that any such structure that serves more than twelve (12) children shall be subject to review under article V of this chapter.

The maximum capacity for the daycare will be twelve children.

3. Outdoor play areas shall be screened and buffered from surrounding residences with landscaping and/or fencing to minimize visual and noise impacts.

There are no residences to the back or right side of the property. The outdoor play area will be in the side yard to the right of the house, and will be enclosed at the front and far side by a 4' cedar picket fence, and the back by a 6' stockade fence. The entire back property line of 174 Plymouth will be lined with 130' of 6' stockade fence with 2 1/2" galvanized steel posts along the back property line. The neighbor to the left side of 174 Plymouth will be screened from the outdoor play area by the house structure. The neighbor in front of the property across the street from the outdoor play area will be screened by the picket fence.

4. Solid waste shall be stored in covered containers. Such containers shall be screened on all four (4) sides.

Solid waste containers will be covered and screened on all four sides by fencing and will be located at the back of the house.

5. Day care facilities, home babysitting uses, nursery schools and kindergartens located either in structures that have been in residential use within the past five (5) years or in existing accessory structures and that serve between thirteen (13) and twenty-four (24) children shall meet the following additional standards:

N/A. The daycare will have a maximum capacity of twelve children.

From the conditional use appeals application

- 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*

The daycare's hours of operation will be from 7:00 AM to 5:30 PM. Traffic will be slightly greater along Plymouth Street during hours of pickup and dropoff ; aside from those times, changes in traffic flow will be negligible. There has been no addition to the number of parking spaces already at the premise nor has there been any change in the expanse of pavement.

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*

The addition of twelve children on the property between the hours of 7:00 AM and 5:30 PM will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter.

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.*

The addition of twelve children on the property between the hours of 7:00 AM and 5:30 PM will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone. We do not plan to have any additional landscaping or screening, aside from fencing surrounding the play area. There will be no signage. Waste generated will be in closed containers and screened on all four sides in the back of the house structure. There will be no materials storage and arrangement of structures will not change.

Thank you for your consideration.

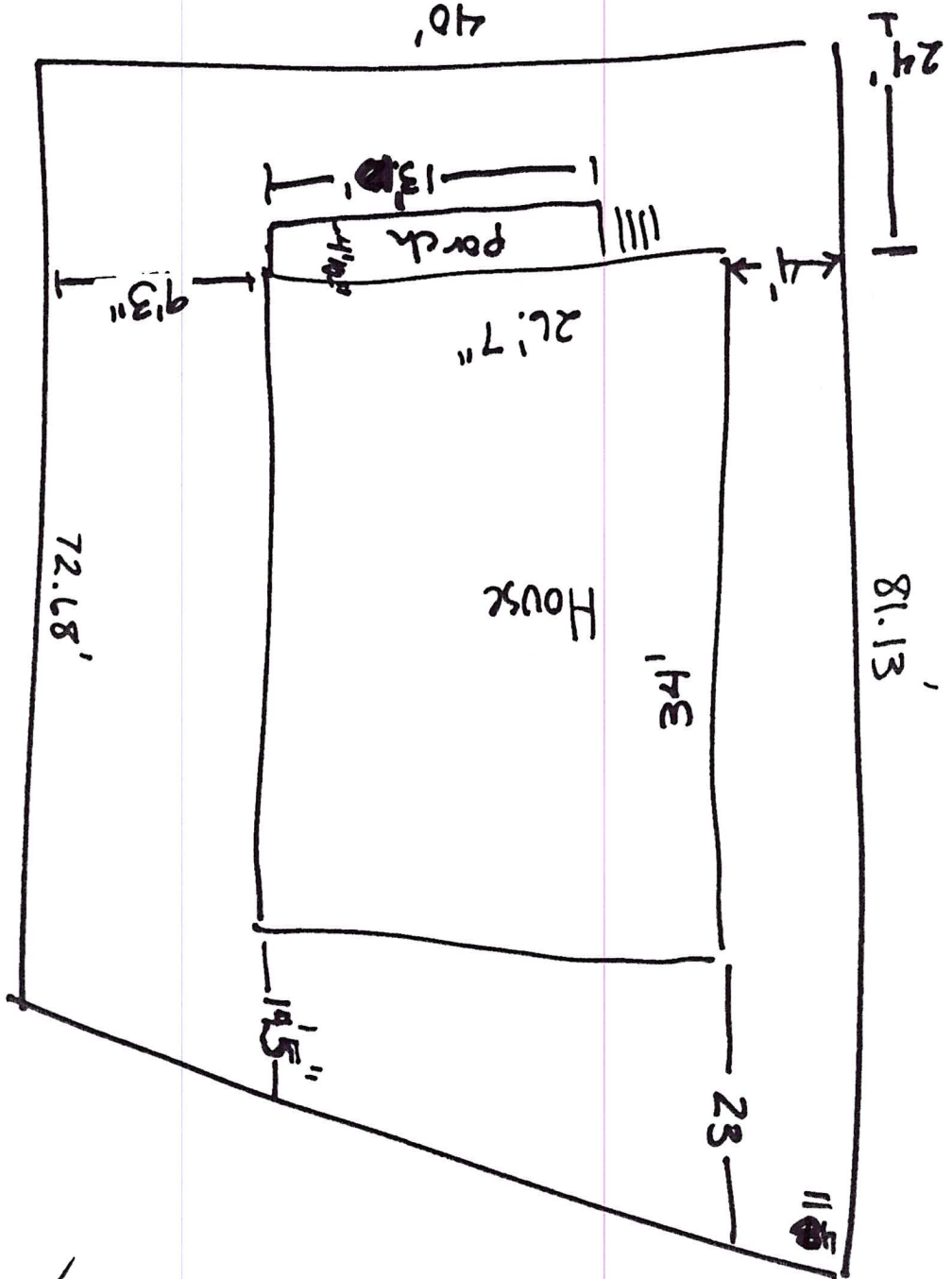
Best Regards,



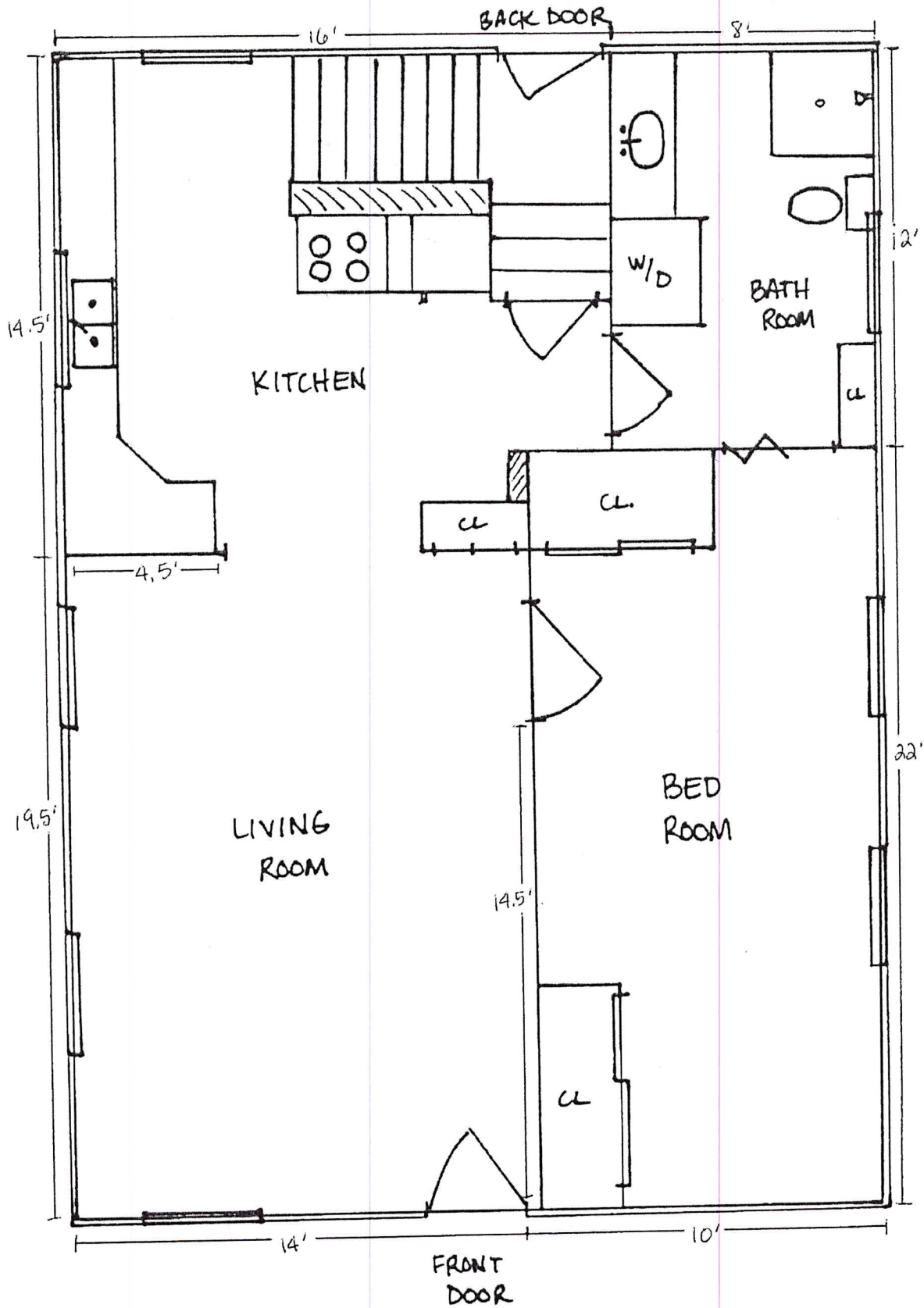
Sarah Palmer

4/27/16

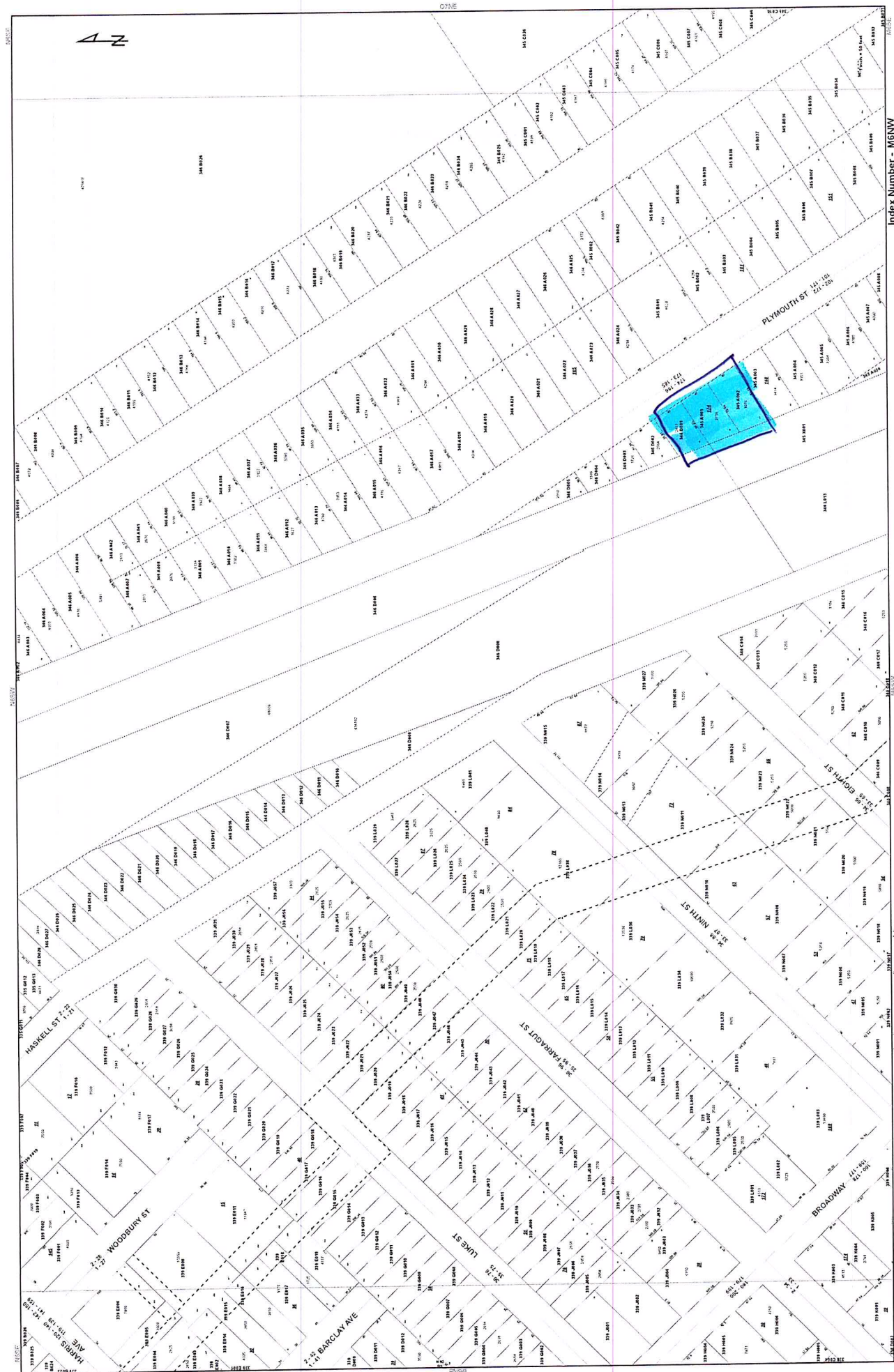
Plymouth St



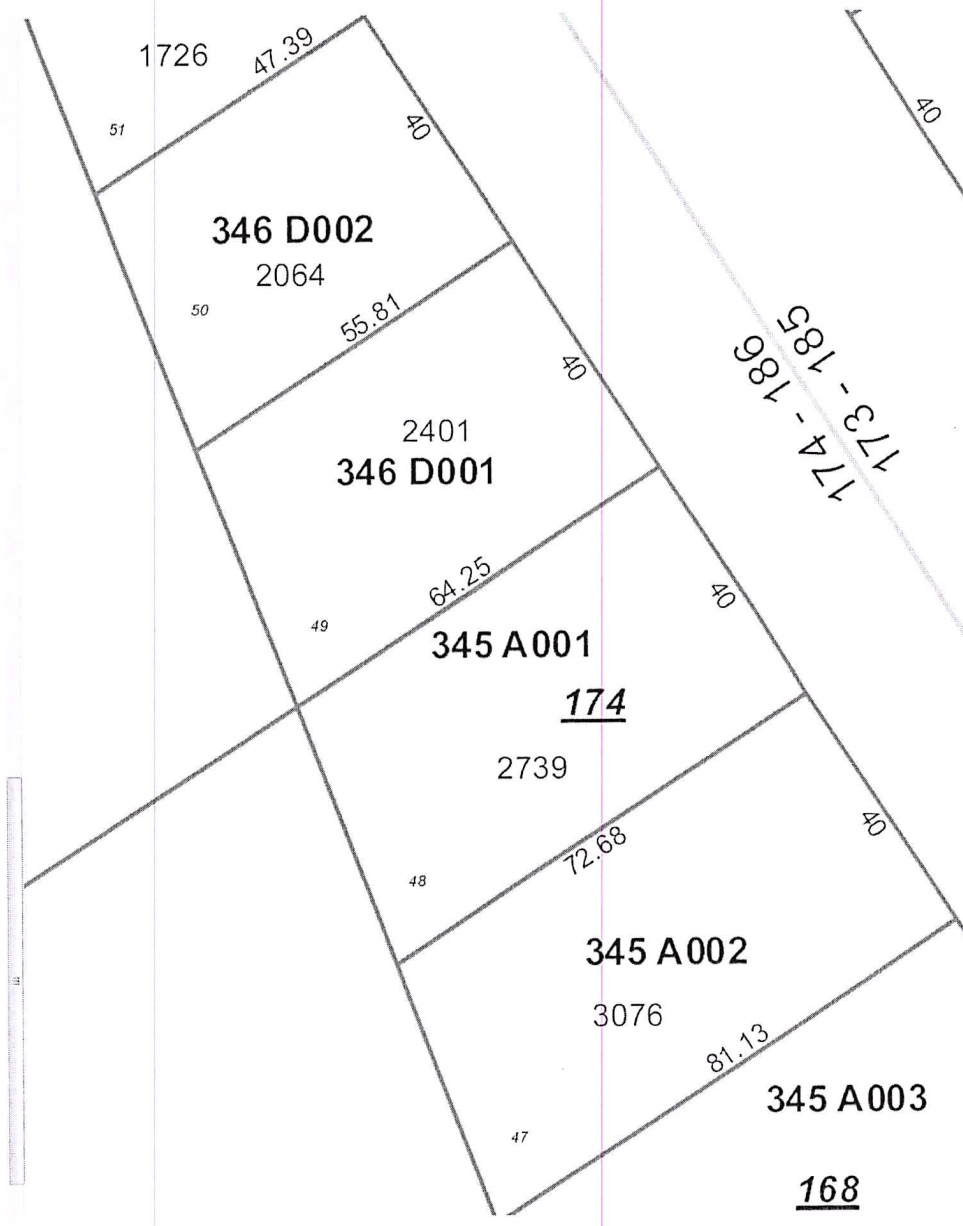
Train Tracks



174 Plymouth St., Portland

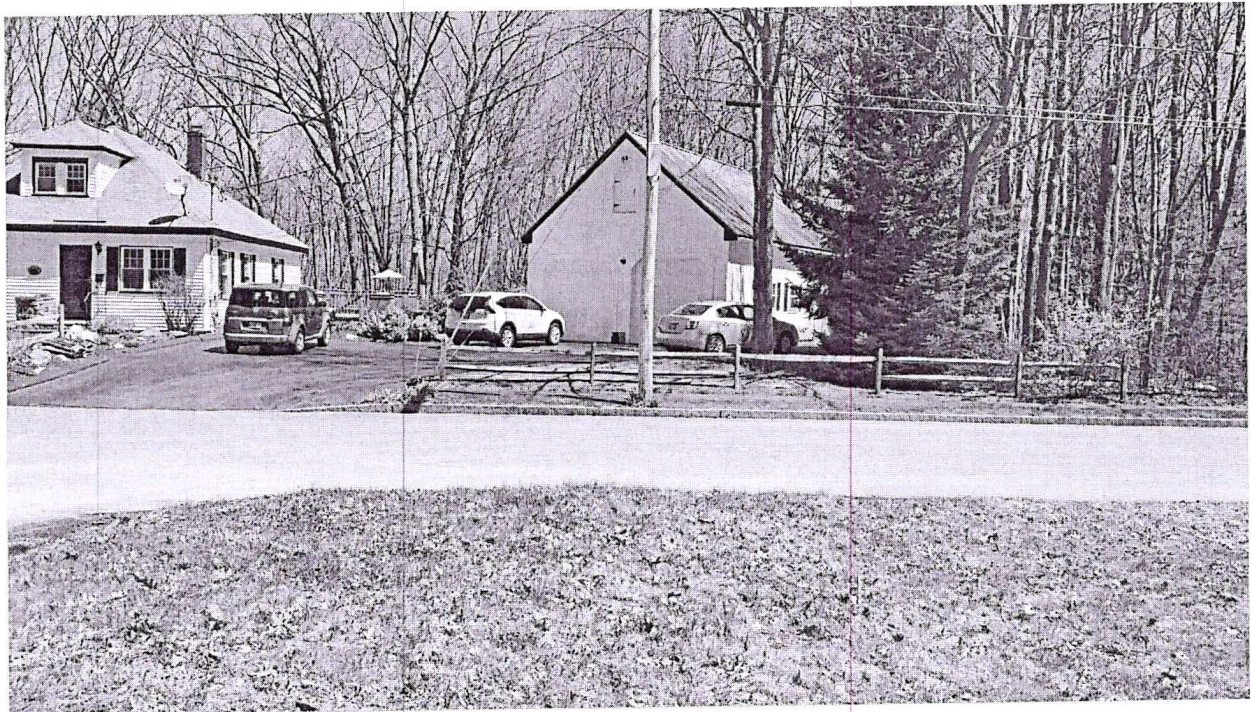


Index Number - M6NW





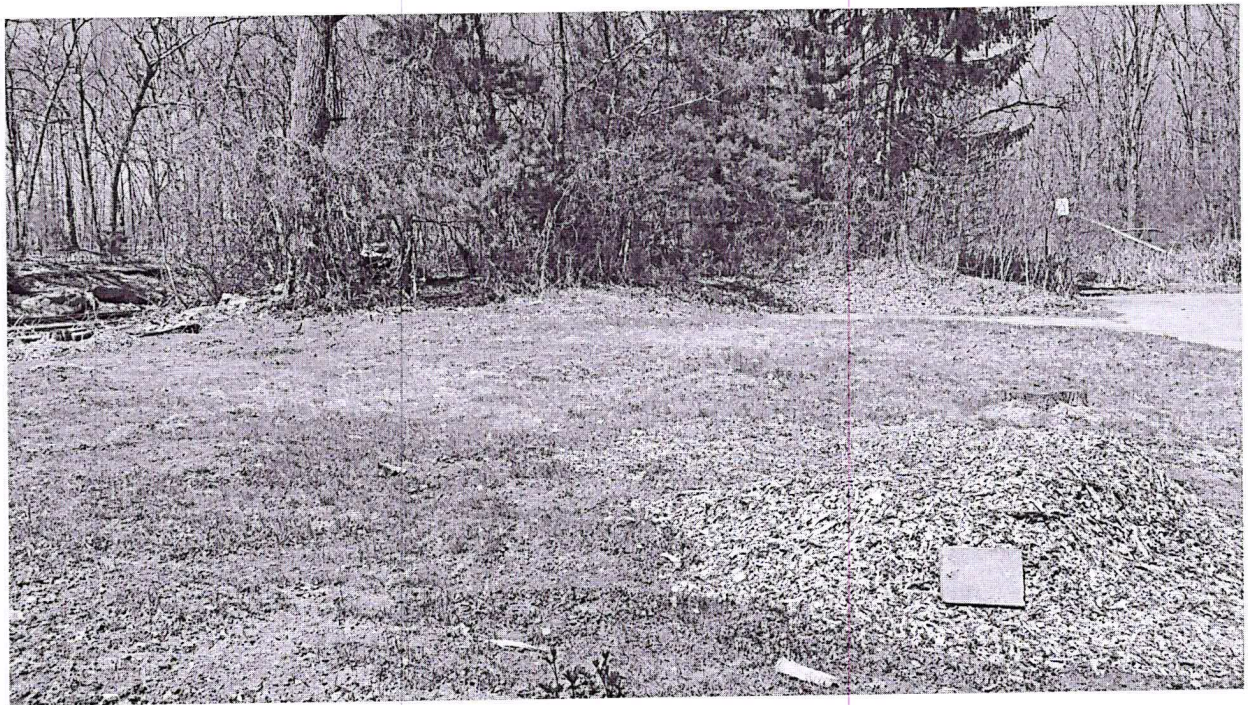
NEIGHBOR TO THE LEFT OF 174 PLYMOUTH ST



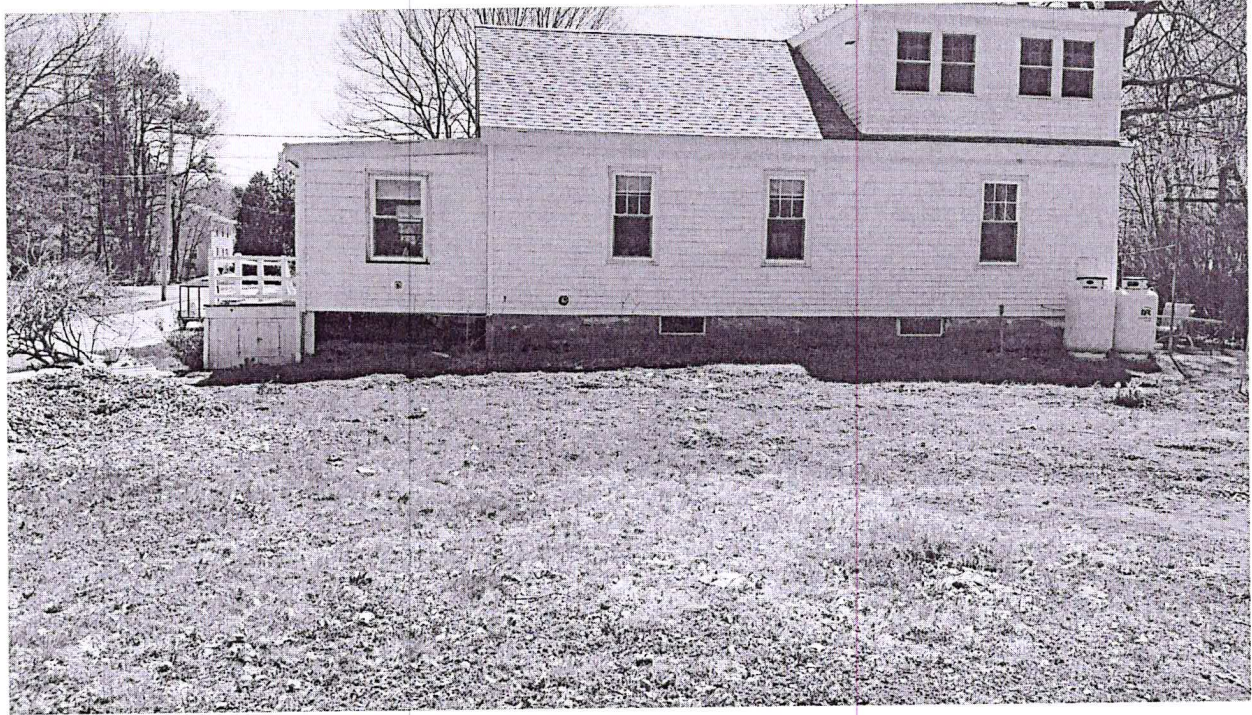
NEIGHBOR ACROSS THE STREET FROM THE PLAY AREA



PLAY AREA AS VIEWED FROM FRONT OF HOUSE



PLAY AREA AS VIEWED FROM SIDE OF HOUSE



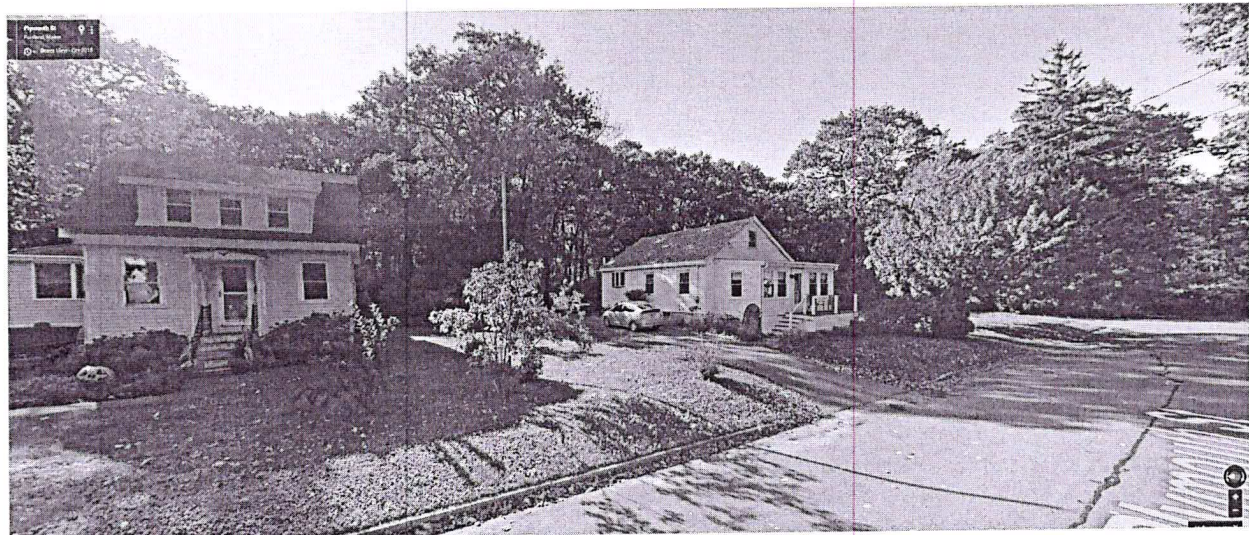
HOUSE AS VIEWED FROM PLAY AREA



PLAY AREA AS VIEWED FROM STREET



174 PLYMOUTH FROM STREET



174 PLYMOUTH FROM STREET

**A. Settlement Statement (HUD-1)****B. Type of Loan**

1. ☒ FHA	2. ☐ RHS	3. ☐ Conv. Unins.	6. File Number: 0213-00078-JB	7. Loan Number: 0356814491	8. Mortgage Insurance Case Number: 231-1230935
4. ☐ VA	5. ☐ Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower

SARAH E. PALMER
32 HARTLEY STREET
PORTLAND, ME 04103

E. Name and Address of Seller

GEORGE W. GAGNON, JR., PERSONAL
REPRESENTATIVE OF THE ESTATE OF
PAULINE A. CILLEY
53 WALLACE AVENUE
SOUTH PORTLAND, ME 04106

GEORGE W. GAGNON, JR., PERSONAL
REPRESENTATIVE OF THE ESTATE OF
BERNARD E. CILLEY
53 WALLACE AVENUE
SOUTH PORTLAND, ME 04106

F. Name and Address of Lender

WELLS FARGO BANK, N.A.
9021 MERIDIAN WAY,
WEST CHESTER, OH 45069

G. Property Location

174 PLYMOUTH STREET,
PORTLAND, ME 04103

COUNTY: CUMBERLAND
PARCEL ID: 345-A-001

H. Settlement Agent

MARKET STREET SETTLEMENT GROUP, LLC
70 MARKET STREET,
MANCHESTER, NH 03101
Phone : (800) 696-1303

I. Settlement Date

04/08/2013

Place of Settlement
53 BAXTER BOULEVARD
PORTLAND, ME 04101

Disbursement Date 04/08/2013**J. Summary of Borrower's Transaction**

100. Gross Amount Due from Borrower	
101. Contract Sales Price	\$138,000.00
102. Personal Property	
103. Settlement charges to borrower (line 1400)	\$7,325.48
104. Rehab Amount to Wells Fargo Bank, N.A.	\$45,423.90
105.	
Adjustment for items paid by seller in advance	
106. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$191,400.95
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	\$1,000.00
202. Principal Loan Amount from Wells Fargo Bank, N.A.	\$178,347.00
203. Existing loan(s) taken subject to	
204. Seller Paid Closing Costs	\$6,000.00
205. Appraisal Fee Credit from Wells Fargo Bank, N.A.	\$150.00
206. Credit by Lender from Wells Fargo Bank, N.A.	\$80.00
207. Borrower GFE Refund from Wells Fargo Bank, N.A.	\$93.36
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract Sales Price	\$138,000.00
402. Personal Property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$138,651.57
500. Reductions In Amount Due to Seller	
501. Excess Deposits	
502. Settlement Charges to Seller	\$9,018.60
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage Loan to TD Bank	\$3,079.57
505.	
506. Estimated Final Water Bill (3/5 to 4/8) to Portland Water District	\$24.07
507. Pay Sewer connection fee to City of Portland	\$2,050.00
508. Seller Paid Closing Costs	\$6,000.00
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	

32 HARTLEY STREET
PORTLAND, ME 04103

REPRESENTATIVE OF THE ESTATE OF
PAULINE A. CILLEY
53 WALLACE AVENUE
SOUTH PORTLAND, ME 04106

9021 MERIDIAN WAY,
WEST CHESTER, OH 45069

GEORGE W. GAGNON, JR., PERSONAL
REPRESENTATIVE OF THE ESTATE OF
BERNARD E. CILLEY
53 WALLACE AVENUE
SOUTH PORTLAND, ME 04106

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PARCEL ID: 345-A-001

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Phone : (800) 696-1303

Place of Settlement

53 BAXTER BOULEVARD
PORTLAND, ME 04101

I. Settlement Date 04/08/2013

Disbursement Date 04/08/2013

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105.	

Adjustment for items paid by seller in advance

106. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	

120. Gross Amount Due from Borrower \$191,400.95

200. Amounts Paid by or in Behalf of Borrower

201. Deposit or earnest money	\$1,000.00
202. Principal Loan Amount from Wells Fargo Bank, N.A.	\$178,347.00
203. Existing loan(s) taken subject to	
204. Seller Paid Closing Costs	\$6,000.00
205. Appraisal Fee Credit from Wells Fargo Bank, N.A.	\$150.00
206. Credit by Lender from Wells Fargo Bank, N.A.	\$80.00
207. Borrower GFE Refund from Wells Fargo Bank, N.A.	\$93.36
208.	
209.	

Adjustments for items unpaid by seller

210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total Paid by/for Borrower \$185,670.36

300. Cash at Settlement from/to Borrower

301. Gross amount due from borrower (line 120)	\$191,400.95
302. Less amounts paid by/for borrower (line 220)	\$185,670.36
303. Cash ☒ From ☐ To Borrower	\$5,730.59

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price	\$138,000.00
402. Personal Property	
403.	
404.	
405.	

Adjustment for items paid by seller in advance

406. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	

420. Gross Amount Due to Seller \$138,651.57

500. Reductions in Amount Due to Seller

501. Excess Deposits	
502. Settlement Charges to Seller	\$9,018.60
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage Loan to TD Bank	\$3,079.57
505.	
506. Estimated Final Water Bill (3/5 to 4/8) to Portland Water District	\$24.07
507. Pay Sewer connection fee to City of Portland	\$2,050.00
508. Seller Paid Closing Costs	\$6,000.00
509.	

Adjustments for items unpaid by seller

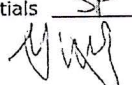
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller \$20,172.24

600. Cash at Settlement to/from Seller

601. Gross amount due to seller (line 420)	\$138,651.57
602. Less reductions in amount due seller (line 520)	\$20,172.24
603. Cash ☒ To ☐ From Seller	\$118,479.33

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Initials SP


I. Settlement Charges

700. Total Real Estate Broker Fees \$8280.00		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:			
701. \$4140.00 to Po-Go Realty			
702. \$4140.00 to Coldwell Banker Residential Brokerage			
703. Commission paid at settlement			\$8,280.00
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	\$1,441.86 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	-\$931.31 (from GFE #2)		
803. Your adjusted origination charges	(from GFE A)	\$510.55	
804. Appraisal Fee to RELS Valuation POC(B) \$695.00	(from GFE #3)		
805. Credit report to RELS Credit	(from GFE #3)	\$11.00	
806. Tax Service	(from GFE #3)		
807. Flood Cert. Fee	(from GFE #3)		
808.			
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from 4/8/2013 to 5/1/2013 @ 18.32/day Wells Fargo Bank, N.A.	(from GFE #10)	\$421.36	
902. Mortgage Insurance Premium to Department of HUD	(from GFE #3)	\$3,121.07	
903. Homeowner's Insurance to Progressive	(from GFE #11)	\$562.00	
904.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)	\$598.20	
1002. Hazard Ins. Reserve 3.0000 month(s) @ 46.83 / month(s) to Wells Fargo Bank, N.A.	\$140.49		
1003. City Property Taxes 3.0000 month(s) @ 246.23 / month(s) to Wells Fargo Bank, N.A.	\$738.69		
1004. Aggregate Accounting Adjustment to Wells Fargo Bank, N.A.	-\$280.98		
1005.			
1006.			
1007.			
1100. Title Charges			
1101. Title services and lender's title insurance to Market Street Settlement Group, LLC	(from GFE #4)	\$1,114.58	
1102. Settlement or closing fee to Market Street Settlement Group, LLC	\$440.00		
1103. Owner's title insurance to Market Street Settlement Group, LLC	(from GFE #5)	\$296.12	
1104. Lender's title insurance to Market Street Settlement Group, LLC	\$419.58		
1105. Lender's title policy limit \$178,347.00			
1106. Owner's title policy limit \$138,000.00			
1107. Agent's portion of the total title insurance premium to Market Street Settlement Group, LLC	\$629.82		
1108. Underwriter's portion of the total title insurance premium to Old Republic National Title Insurance Company	\$85.88		
1109. Abstract or Title Search to Market Street Settlement Group, LLC	\$255.00		
1110. Document preparation to Market Street Settlement Group, LLC			\$300.00
1111. Overnight Mail to Market Street Settlement Group, LLC			\$25.00
1112. Tax Verif Fee to Portland Tax Collector			\$25.00
1113. Discharge Tracking Fee to Require Release Tracking			\$35.00
1114. Discharge Management Fee to Market Street Settlement Group, LLC			\$50.00
1200. Government Recording and Transfer Charges			
1201. Government recording charges	(from GFE #7)	\$78.00	
1202. Deed \$40.00 Mortgage \$38.00 Releases \$			
1203. Transfer taxes	(from GFE #8)	\$303.60	
1204. City/County tax/stamps Deed \$607.20 Mortgage \$			\$303.60
1205. State tax/stamps Deed \$ Mortgage \$			
1206.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)	\$309.00	
1302. Flood Life of Loan Fee to WF Flood Services	\$19.00		
1303. Tax Service Fee - FHA to WF RE Est Tax Svcs	\$90.00		
1304. Consultant Fee-RENO FHA Solid Decisions \$700.00 (\$500.00 POC B)	\$200.00		
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$7,325.48	\$9,018.60

If you have any questions about the settlement charges and loan terms listed on this form, please contact your lender. Settlement agent is not responsible for content of lender's assessments on HUD.

The seller's and borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between borrower and seller directly. Any deficit delinquent taxes or mortgage payments will be promptly reimbursed to the settlement agent by the seller.

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The seller's and borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between borrower and seller directly. Any deficit delinquent taxes or mortgage payoffs will be promptly reimbursed to the settlement agent by the seller.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

Sarah E. Palmer

SELLERS

The Estate of Pauline A. Cilley

By: George W. Gagnon, Jr. Personal Representative

The Estate of Bernard E. Cilley

By: George W. Gagnon, Jr. Personal Representative

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

04/08/2013

Return to:

Sarah E. Palmer
174 Plymouth Street
Portland, ME 04103

DEED OF SALE BY PERSONAL REPRESENTATIVE (TESTATE)

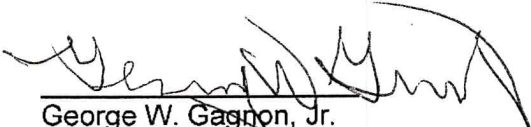
KNOW ALL MEN BY THESE PRESENTS: That **George W. Gagnon, Jr.**, with a mailing address of 53 Wallace Avenue South Portland, ME 04106, **duly appointed and acting personal representative of The Estate of Pauline A. Cilley** deceased (testate), as shown by the probate records of Cumberland County, Maine (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 **Sarah E. Palmer**, of 32 Hartley Street, Portland, ME 04103,

SEE ATTACHED EXHIBIT A.

MEANING and INTENDING to describe and convey the same premises conveyed to Bernard E. Cilley and Pauline A. Cilley by deed of Lawrence F. Gordius and Marilyn Gordius dated 7/15/64 recorded at Book 2836, Page 386 in the Cumberland County Registry of Deeds. Bernard E. Cilley died 4/19/12, leaving Pauline A. Cilley as the surviving joint tenant.

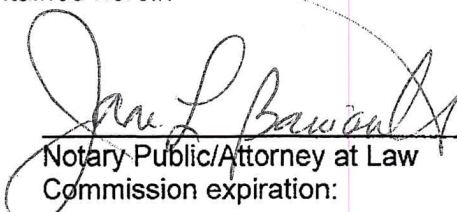
Executed this 8 day of APRIL, 2013

THE ESTATE OF PAULINE A. CILLEY


George W. Gagnon, Jr.
Personal Representative

State of Maine
County of Cumberland 4/8/2013

Then personally appeared, George W. Gagnon, Jr., Personal Representative of The Estate of Pauline A. Cilley, known to me (or satisfactorily proven) to be duly authorized to sign the foregoing Deed of Sale and acknowledged the foregoing to be his voluntary act and deed for the purposes contained herein


Notary Public/Attorney at Law
Commission expiration:

Jane L. Barriault
Attorney at Law

SP

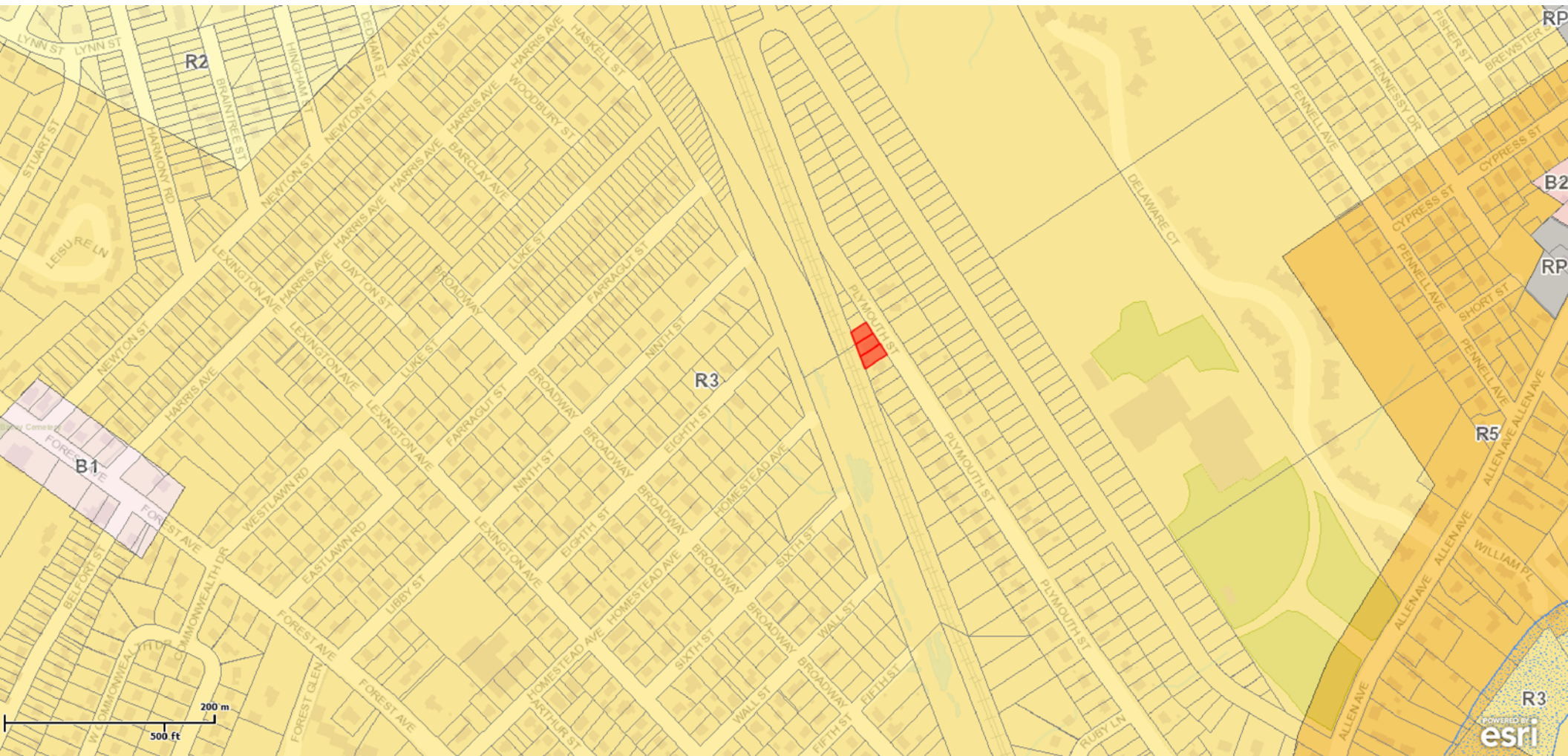
EXHIBIT A

Three certain lots or parcels of land with the buildings thereon, situated on the westerly side of Plymouth Street, formerly called Colonial Street, in the City of Portland, County Of Cumberland and State of Maine, and being lots numbered forty-seven (47), forty-eight (48) and forty-nine (49), on Plan of Deering Villa made by C. A. Thayer, C. E. dated June 1907 and recorded in Cumberland County Registry of Deeds, Plan Book 11, Page 71, to which reference may be had for more particular description.



174 Plymouth St.

Conditional Use Appeal



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