

1. 03-02-2017 - Agenda

Documents:

[03-02-17 ZBA AGENDA.PDF](#)

1.i. ZBA Application - 12 Lambert Street

Documents:

[CONDITIONAL USE APPEAL - 12 LAMBERT STREET.PDF](#)
[DRAWINGS - 12 LAMBERT STREET.PDF](#)
[ZONING MAP - 12 LAMBERT ST.PDF](#)

1.i.i. ZBA Application - 495 Forest Avenue

Documents:

[APPLICATION MATERIAL.PDF](#)
[ZBA COVER LETTER 2-15-17.PDF](#)
[APPLICATION PHOTOS.PDF](#)
[2.8.17_495 FOREST AVENUE FLOOR PLAN.PDF](#)
[SURVEY.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Kent Avery, Chair
Donna Katsiaficas, Secretary
Eric Larsson
Brandon Mazer
Joseph Zamboni

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, March 2, 2017, 6:30 p.m., City Council Chambers, City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business:

Conditional Use Appeals:

- A. 12 Lambert Street, David DiPietro, owner, Tax Map 384, Block A, Lot 006, R-2 Residential Zone and R-3 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-88(a)(2) to create an accessory dwelling unit in his single-family home that is currently under construction. Representing the appeal is the owner.
- B. 495 Forest Avenue, Alta Vista LLC, buyer, Tax Map 127, Block A, Lot 001, B-2b Community Business Zone: The applicant is seeking a Conditional Use Appeal under section 14-183(b)(3) to convert a portion of the existing retail building to a wholesale distribution establishment. Representing the appeal is the buyer's agent, David Latulippe of CJ Developers, Inc.

2. Adjournment

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:

NAME

DAVID DIPIETRO

BUSINESS NAME

BUSINESS ADDRESS

221 VIRGINIA ST

BUSINESS TELEPHONE & E-MAIL

PORTLAND ME

APPLICANT'S RIGHT/TITLE/INTEREST

OWNER

CURRENT ZONING DESIGNATION

R2 - R3

EXISTING USE OF THE PROPERTY:

EMPTY LOT

Dept. of Building Inspections
City of Portland Maine

TYPE OF CONDITIONAL USE PROPOSED:

SINGLE FAMILY HOME & APARTMENT

Subject Property Information:

PROPERTY ADDRESS

6-12 LAMBERT ST

CHART/BLOCK/LOT (CBL)

384-A-006

PROPERTY OWNER (If Different)

A-A DAVID DIPIETRO

ADDRESS (If Different)

PHONE # AND E-MAIL

7979331 FDIPIETRO1@AOL.COM

CONDITIONAL USE AUTHORIZED BY RECEIVED

SECTION 14-862.45

MAY 03 2016

Dept. of Building Inspections
City of Portland Maine

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

3-21-16

DATE

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

David DiPietro

221 Virginia Street Portland, Me 04103
831-7914 797-9531

6 Lambert Street

I David DiPietro would like to address the ZBA.

My late mother left her home and an extra lot beside it to me in hopes that it might stay in the family.

I have had it surveyed and engineered so I can have a new home put on it with a small apartment, because I will be having one of my sons come to live with us in the future. This would make it a perfect situation for us.

There are no adverse conditions with this proposal or impact safety, health, welfare of the public or the surrounding area of the zones in which it sits.

1. This is a single family swelling and there is no increase in vehicle traffic other than a normal single family home. There is no more paving than any single family driveway. All parking is in the garage or in the rear of the home. All uses are allowable in the zones that the house abuts.
2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to air quality, odor, lighting, or litter and other contaminations.
3. The design and operation of the proposed use including landscaping, screening, deliveries, trash on waste, and other storage sheds and storage area will not have any impact on surrounding properties other than those surrounding uses of other allowable uses in both zones.

Thank you

David DiPietro

David DiPietro

221 Virginia Street Portland, Me 04103
831-7914 797-9531

6 Lambert Street

City of Portland
Code of Ordinances
Sec. 14-88

#2 'A' The accessory unit does not exceed the allowable 30% of the gross floor area of the principle building and has more than 400 square feet gross floor area, and does not have any floor to ceiling height above the average adjoin ground level. There is no attic space included.

'B' There is no outside stairway to the principal building or accessory unit.

'C' There are no exterior alterations to the building design and is compatible with the architectural design to maintain the single-family appearance.

'D' There is more than the minimum (6500) sq ft of land per as required. Refer to plot plan.

'G' No area is reduced in size.

'H' All parking will be provided as required in division 20 of this article. Refer to site plan.

'I' This project is subject to article V and any of the additional standards.

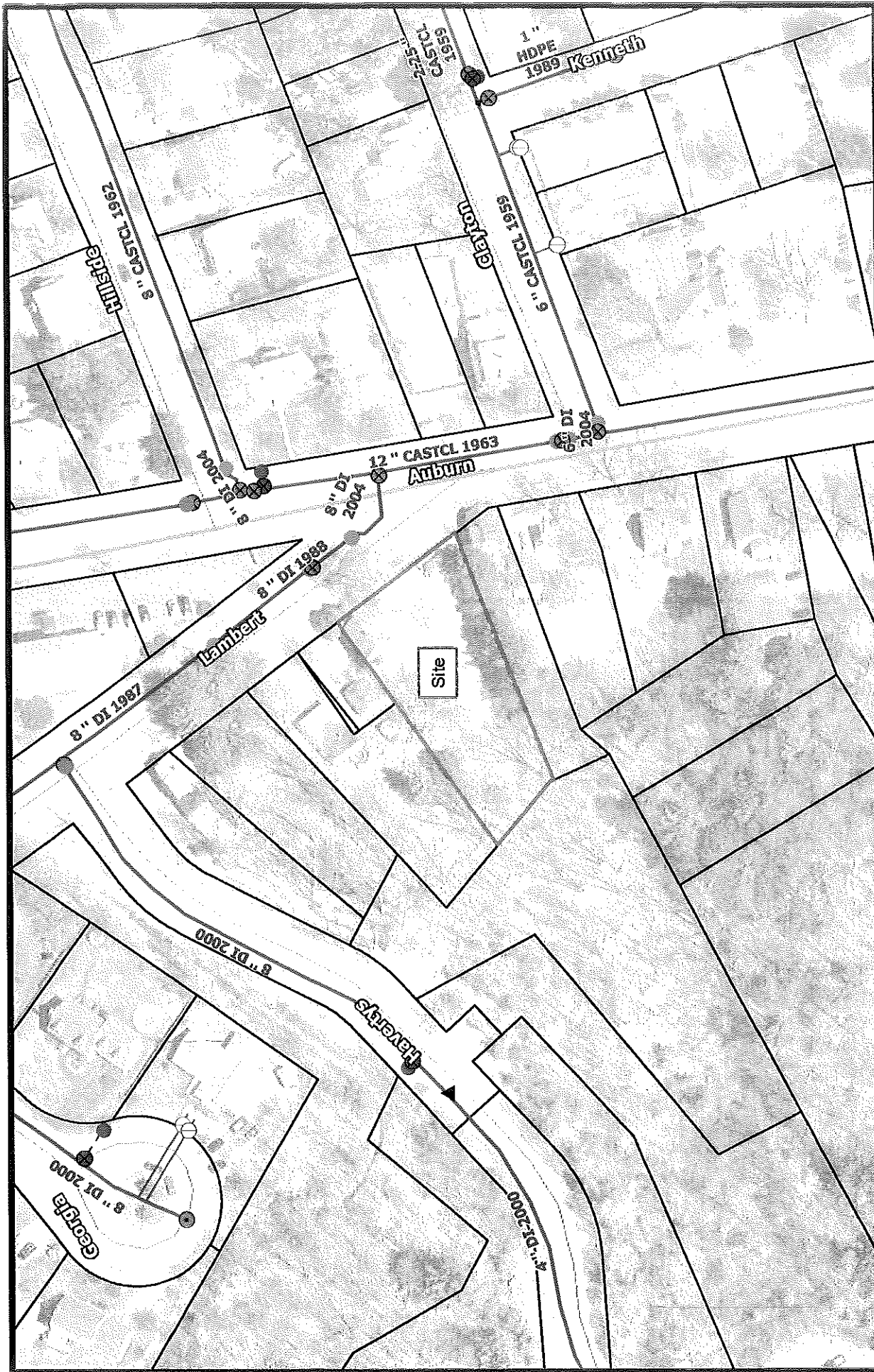
"I" there are no additions or alterations.

"II" there are no vehicles in site from the street or adjacent properties refer to site plan.

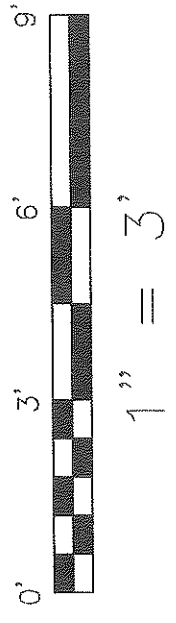
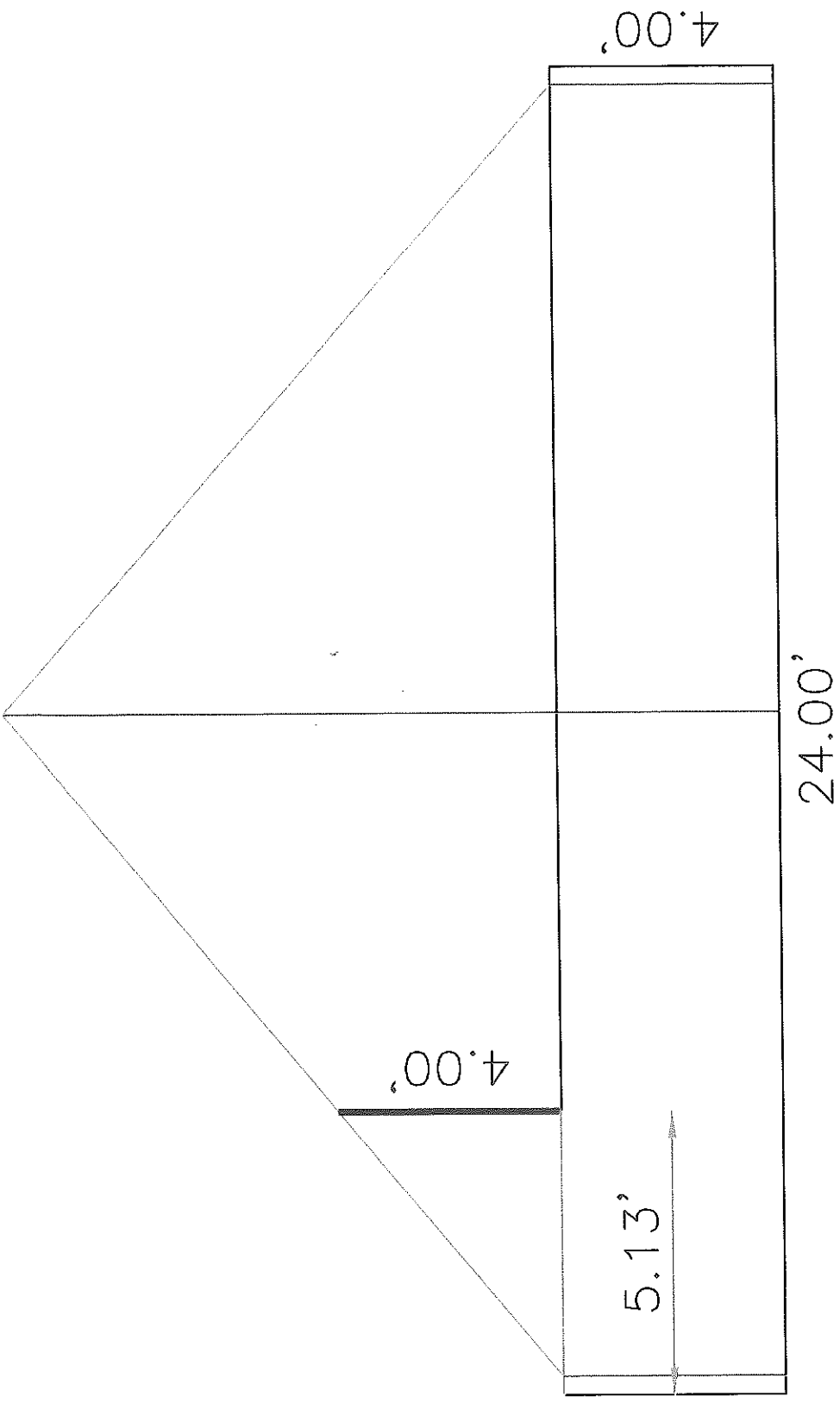
'J' The accessory unit or the principal unit will be occupied by the owner.

Thank you

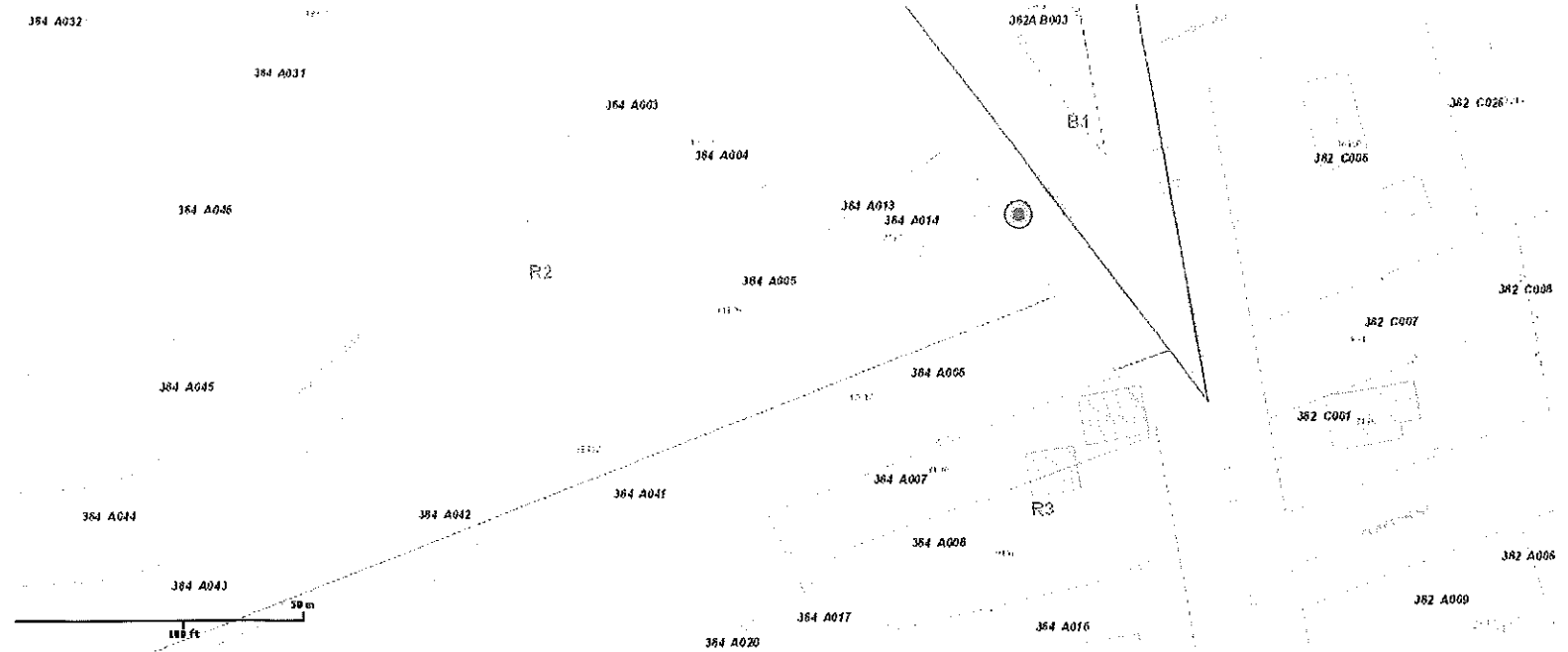
David DiPietro



Notes: Inspector: _____ (Please Return to Thomas Whitney) Date Inspected: _____ GPS _____ Redlined _____		Legend Air Valve Blow Off By Pass Distribution Transmission Connection Attribute Change Reducer Hydrant Hydrant Control Meter Pits Combined Service Domestic Service Fire Service Private Hydrants Manhole CSO Gravity Force
Disclaimer: This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.		
6 Lambert Street Portland PORTLAND WATER DISTRICT 225 Douglass Street Portland, ME 04104		



Ay Map



Copyright 2011 Esri. All rights reserved. Wed Feb 5 2014 11:27:32 AM.

Front to Back



Existing Driveway



Back to Front



Underground Utilities



KNOW ALL MEN BY THESE PRESENTS,

THAT **DAVID D. DIPIETRO** of 221 Virginia Street in Portland, Maine, grant to **DAVID D. DIPIETRO** with Warranty Covenants, for one dollar and other consideration paid, all of his interests in and to the following described real estate situated in the City of Portland, Cumberland County, State of Maine, bounded and described as follows:

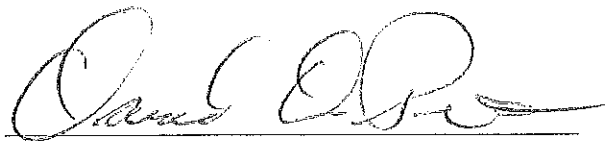
A certain lot or parcel of land with the buildings thereon, situated at 12 Lambert Street in the City of Portland, County of Cumberland and State of Maine, on the westerly side of Lambert Street, and being a portion of lot numbered two (2) as shown in division of the estate of Levi Cobb recorded in the Cumberland County Registry of Deeds in Book 348, Page 31, bound and described as set forth in Exhibit A hereto.

Meaning and intending to convey a portion of the same premises conveyed through the Deed of Distribution of the Personal Representative Under the Will of Maude V. DiPietro dated October 19, 2013 which deed is recorded in the Cumberland County Registry of Deeds in Book 31148, page 316.

TO HAVE AND HOLD the above granted premises unto the said and its assigns forever.

IN WITNESS WHEREOF, the said David D. DiPietro has hereunto set his hand and seal this ____ day of March, 2016.

Signed, Sealed and Delivered
in the presence of



David D. DiPietro

STATE OF MAINE
CUMBERLAND, ss.

March _____, 2016

Then personally appeared the above-named David D. DiPietro and acknowledged the foregoing instrument to be his free acts and deeds.

Signed and sworn to before me this _____ day of December, 2015.

Before me,

Notary Public

Name: _____

PRINTED NAME

Exhibit A

A certain lot or parcel of land situated on the southwesterly side of and adjacent to Lambert Street, in the City of Portland, County of Cumberland, and State of Maine as shown on the Site Plan of DiPeitro Property, for David DiPietro, by Sebago Technics, Inc. (project number 16115) last dated April 28, 2016, and being more particularly bounded and described as follows:

Beginning on the southwesterly sideline of Lambert Street at a 5/8-inch rebar to be set being N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 50.00 feet from the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 97.56 feet to land now or formerly of Stephen and Cynthia Dorsey, as described in deed book 6670 page 273;

Thence S 53°-33'-00" W along land of Dorsey, a distance of 75.00 feet to a 5/8-inch rebar to be set;

Thence S 36°-57'-31" E along land of Dorsey, a distance of 35.00 feet to a 5/8-inch rebar to be set;

Thence S 55°-50'-23" W along land of Dorsey, a distance of 132.02 feet to land now or formerly of Stephen and Janet Lee as described in deed book 15730 page 78;

Thence S 50°-27'-31" E along land of Lee, a distance of 68.64 feet of Stimson;

Thence N 68°-32'-29" E along land of Stimson, a distance of 35.38 feet to a 5/8-inch rebar to be set at the other land of this grantor (6 Lambert Street);

Thence N 37°-19'-44" W along other land of this grantor (6 Lambert Street), a distance of 70.69 feet to a 5/8-inch rebar to be set;

Thence N 55°-50'-23" E along other land of this grantor (6 Lambert Street), a distance of 83.06 feet to a 5/8-inch rebar to be set;

Thence S 37°-19'-44" E along other land of this grantor (6 Lambert Street), a distance of 46.26 feet;

Thence N 66°-37'-15" E along other land of this grantor (6 Lambert Street), a distance of 47.30 feet to a 5/8-inch rebar to be set;

Thence N 58°-37'-46" E along other land of this grantor (6 Lambert Street), a distance of 28.10 feet to a 5/8-inch rebar to be set at the Point of Beginning.

Subject to an access, grading and utility easement being more particularly boundary and described as follows:

Beginning on the southwesterly sideline of Lambert Street at a 5/8-inch rebar to be set being N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 50.00 feet from the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence S 58°-37'-46" W along other land of this grantor (6 Lambert Street), a distance of 28.10 feet to a 5/8-inch rebar to be set;

Thence S 66°-37'-15" W along other land of this grantor (6 Lambert Street), a distance of 47.30 feet;

Thence N 37°-19'-44" W along other land of this grantor (6 Lambert Street), a distance of 36.76 feet;

Thence through the herein described lot (12 Lambert Street), on a non-tangential curve to the left having an arc length of 38.80 feet, a radius of 26.00 feet, and a chord of S 80°-04'-43" E 35.30 feet to a point of tangency;

Thence N 57°-10'-18" E through the herein described lot (12 Lambert Street), a distance of 50.18 feet to the southwesterly sideline of Lambert Street;

Thence S 36°-57'-31" E along the southwesterly sideline of Lambert Street, a distance of 21.22 to the Point of Beginning.

Subject to a grading and utility easement being more particularly boundary and described as follows:

Beginning on the southwesterly sideline of Lambert Street being N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 71.22 feet from the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence S 57°-10'-18" W through the herein described lot (12 Lambert Street), a distance of 42.08 feet;

Thence N 27°-35'-48" E through the herein described lot (12 Lambert Street), a distance of 46.48 feet to the southwesterly sideline of Lambert Street;

Thence S 36°-57'-31" E along the southwesterly sideline of Lambert Street, a distance of 23.00 to the Point of Beginning.

Subject to a grading and drainage easement being more particularly boundary and described as follows:

Commencing at a point on the southwesterly sideline of Lambert Street at the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 71.22 feet;

Thence S 57°-10'-18" E, a distance of 42.08 to the Point of Beginning;

Thence S 57°-10'-18" E, along the northerly sideline of the access, grading and utility easement, a distance of 8.10 feet to a point of curvature

Thence along the northerly sideline of the access, grading and utility easement, on a curve to the right having an arc length of 38.80 feet, a radius of 26.00 feet, and a chord of N 80°-04'-43" W 35.30 feet to the northeasterly sideline of the lot herein described above;

Thence N 37°-19'-44" W along the northeasterly sideline of the 6 Lambert Street Lot, a distance of 9.51 feet to a 5/8-inch rebar to be set;

Thence S 57°-54'-22" E through the herein described lot (12 Lambert Street), a distance of 18.04 feet;

Thence through land of the herein described lot (12 Lambert Street), on a curve to the left having an arc length of 23.80 feet, a radius of 21.00 feet, and a chord of N 89°-37'-58" E 22.54 feet to a point of tangency;

Thence N 57°-10'-18" E through the herein described lot (12 Lambert Street), a distance of 16.91 feet to the northwesterly sideline of the grading and utility easement herein described above;

Thence S 27°-35'-48" W along the northwesterly sideline of the grading and utility easement herein described above, a distance of 10.13 feet to the Point of Beginning.

Subject to a grading easement being more particularly boundary and described as follows:

Commencing at the southwesterly sideline of Lambert Street at the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence N 36°-57'31" W along the southwesterly sideline of Lambert Street, a distance of 50.00 feet to a 5/8-inch rebar to be set;

Thence S 58°-37'-46" W a distance of 28.10 feet to a 5/8-inch rebar to be set;

Thence S 66°-37'15" W a distance of 47.30 feet;

Thence N 37°-19'-44" W a distance of 46.26 feet to a 5/8-inch rebar to be set at the Point of Beginning;

Thence S 55°-50'-23" W along the herein described lot (12 Lambert Street) a distance of 83.06 feet to a 5/8-inch rebar to be set;

Thence N 34°-09'-37" W through the herein described lot (12 Lambert Street) a distance of 3.08 feet to land now or formerly of Stephen and Cynthia Dorsey, as described in deed book 6670 page 273;

Thence N 55°-50'-23" E along land of Dorsey, a distance of 82.14 feet to a 5/8-inch rebar to be set;

Thence S 50°-40'-38" E through the herein described lot (12 Lambert Street), a distance of 3.21 feet to the Point of Beginning.

Meaning and intending to describe the proposed house lot (6 Lambert Street) and associated easements as shown on the Site Plan of DiPietro Property, for David DiPietro, by Sebago Technics, Inc. (project number 16115) last dated April 28, 2016, being approximately 10,001 square feet, being a portion of property conveyed to Steven and David DiPietro in deed book 31148 page 316.

The bearings shown hereon are Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

May 2, 2016

MWE:mwe

KNOW ALL MEN BY THESE PRESENTS,

THAT **DAVID D. DIPIETRO** of 221 Virginia Street in Portland, Maine, grant to **DAVID D. DIPIETRO** with Warranty Covenants, for one dollar and other consideration paid, all of his interests in and to the following described real estate, situated in the City of Portland, Cumberland County, State of Maine, bounded and described as follows:

A certain lot or parcel of land with the buildings thereon, situated at 6 Lambert Street in the City of Portland, County of Cumberland and State of Maine, on the westerly side of Lambert Street, and being a portion of lot numbered two (2) as shown in division of the estate of Levi Cobb recorded in the Cumberland County Registry of Deeds in Book 348, Page 31, bound and described as set forth in Exhibit A hereto.

Meaning and intending to convey a portion of the same premises conveyed through the Deed of Distribution of the Personal Representative Under the Will of Maude V. DiPietro dated October 19, 2013 which deed is recorded in the Cumberland County Registry of Deeds in Book 31148, page 316.

TO HAVE AND HOLD the above granted premises unto the said and its assigns forever.

IN WITNESS WHEREOF, the said David D. DiPietro has hereunto set his hand and seal this ____ day of March, 2016.

Signed, Sealed and Delivered
in the presence of


David D. DiPietro

STATE OF MAINE
CUMBERLAND, ss.

March _____, 2016

Then personally appeared the above-named David D. DiPietro and acknowledged the foregoing instrument to be his free acts and deeds.

Signed and sworn to before me this _____ day of December, 2015.

Before me,

Notary Public

Name: _____

PRINTED NAME

Exhibit A

A certain lot or parcel of land situated on the southwesterly side of and adjacent to Lambert Street, in the City of Portland, County of Cumberland, and State of Maine as shown on the Site Plan of DiPietro Property, for David DiPietro, by Sebago Technics, Inc. (project number 16115) last dated April 28, 2016, and being more particularly bounded and described as follows:

Beginning on the southwesterly sideline of Lambert Street at the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence N 36°-57'31" W along the southwesterly sideline of Lambert Street, a distance of 50.00 feet to a 5/8-inch rebar to be set at remaining land of this grantor (12 Lambert Street);

Thence S 58°-37'-46" W along remaining land of this grantor (12 Lambert Street), a distance of 28.10 feet to a 5/8-inch rebar to be set;

Thence S 66°-37'15" W along remaining land of this grantor (12 Lambert Street), a distance of 47.30 feet;

Thence N 37°-19'-44" W along remaining land of this grantor (12 Lambert Street), a distance of 46.26 feet to a 5/8-inch rebar to be set;

Thence S 55°-50'-23" W along remaining land of this grantor (12 Lambert Street), a distance of 83.06 feet to a 5/8-inch rebar to be set;

Thence S 37°-19'-4" E along remaining land of this grantor (12 Lambert Street), a distance of 70.69 feet to a 5/8-inch rebar to be set at land of Stimson;

Thence N 68°-32'-29" E along land of Stimson, a distance of 162.66 feet to the Point of Beginning.

Together with an access, grading and utility easement being more particularly boundary and described as follows:

Beginning on the southwesterly sideline of Lambert Street at a 5/8-inch rebar to be set being N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 50.00 feet from the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence S 58°-37'-46" W along remaining land of this grantor (12 Lambert Street), a distance of 28.10 feet to a 5/8-inch rebar to be set;

Thence S 66°-37'15" W along remaining land of this grantor (12 Lambert Street), a distance of 47.30 feet;

Thence N 37°-19'-44" W along remaining land of this grantor (12 Lambert Street), a distance of 36.76 feet;

Thence through remaining land of this grantor (12 Lambert Street), on a non-tangential curve to the left having an arc length of 38.80 feet, a radius of 26.00 feet, and a chord of S 80°-04'-43" E 35.30 feet to a point of tangency;

Thence N 57°-10'-18" E through remaining land of this grantor (12 Lambert Street), a distance of 50.18 feet to the southwesterly sideline of Lambert Street;

Thence S 36°-57'-31" E along the southwesterly sideline of Lambert Street, a distance of 21.22 to the Point of Beginning.

Together with a grading and utility easement being more particularly boundary and described as follows:

Beginning on the southwesterly sideline of Lambert Street being N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 71.22 feet from the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence S 57°-10'-18" W through remaining land of this grantor (12 Lambert Street), a distance of 42.08 feet;

Thence N 27°-35'-48" E through remaining land of this grantor (12 Lambert Street), a distance of 46.48 feet to the southwesterly sideline of Lambert Street;

Thence S 36°-57'-31" E along the southwesterly sideline of Lambert Street, a distance of 23.00 to the Point of Beginning.

Together with a grading and drainage easement being more particularly boundary and described as follows:

Commencing at a point on the southwesterly sideline of Lambert Street at the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence N 36°-57'-31" W along the southwesterly sideline of Lambert Street, a distance of 71.22 feet;

Thence S 57°-10'-18" E, a distance of 42.08 to the Point of Beginning;

Thence S 57°-10'-18" E, along the northerly sideline of the access, grading and utility easement, a distance of 8.10 feet to a point of curvature

Thence along the northerly sideline of the access, grading and utility easement, on a curve to the right having an arc length of 38.80 feet, a radius of 26.00 feet, and a chord of N 80°-04'-43" W 35.30 feet to the northeasterly sideline of the lot herein described above;

Thence N 37°-19'-44" W along the northeasterly sideline of the lot herein described above, a distance of 9.51 feet to a 5/8-inch rebar to be set;

Thence S 57°-54'-22" E through land of this grantor (12 Lambert Street), a distance of 18.04 feet;

Thence through land of this grantor (12 Lambert Street), on a curve to the left having an arc length of 23.80 feet, a radius of 21.00 feet, and a chord of N 89°-37'-58" E 22.54 feet to a point of tangency;

Thence N 57°-10'-18" E through land of this grantor (12 Lambert Street), a distance of 16.91 feet to the northwesterly sideline of the grading and utility easement herein described above;

Thence S 27°-35'-48" W along the northwesterly sideline of the grading and utility easement herein described above, a distance of 10.13 feet to the Point of Beginning.

Together with a grading easement being more particularly boundary and described as follows:

Commencing at the southwesterly sideline of Lambert Street at the northerly corner of land of Constance Stimson as described in deed book 31728, page 63;

Thence N 36°-57'31" W along the southwesterly sideline of Lambert Street, a distance of 50.00 feet to a 5/8-inch rebar to be set;

Thence S 58°-37'-46" W a distance of 28.10 feet to a 5/8-inch rebar to be set;

Thence S 66°-37'15" W a distance of 47.30 feet;

Thence N 37°-19'-44" W a distance of 46.26 feet to a 5/8-inch rebar to be set at the Point of Beginning;

Thence S 55°-50'-23" W along remaining land of this grantor (12 Lambert Street) a distance of 83.06 feet to a 5/8-inch rebar to be set;

Thence N 34°-09'-37" W through remaining land of this grantor (12 Lambert Street) a distance of 3.08 feet to land now or formerly of Stephen and Cynthia Dorsey, as described in deed book 6670 page 273;

Thence N 55°-50'-23" E along land of Dorsey, a distance of 82.14 feet to a 5/8-inch rebar to be set;

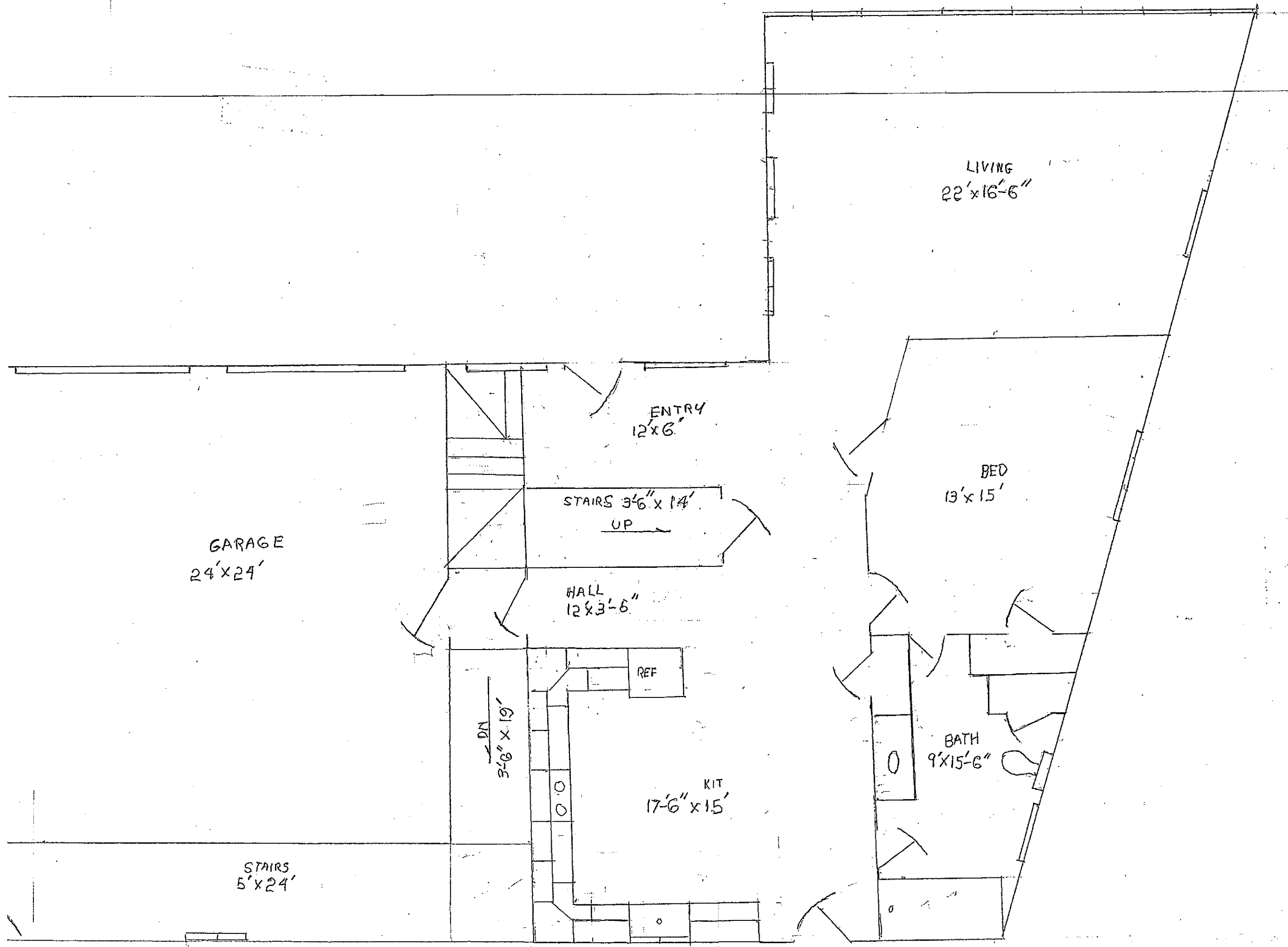
Thence S 50°-40'-38" E through remaining land of this grantor (12 Lambert Street), a distance of 3.21 feet to the Point of Beginning.

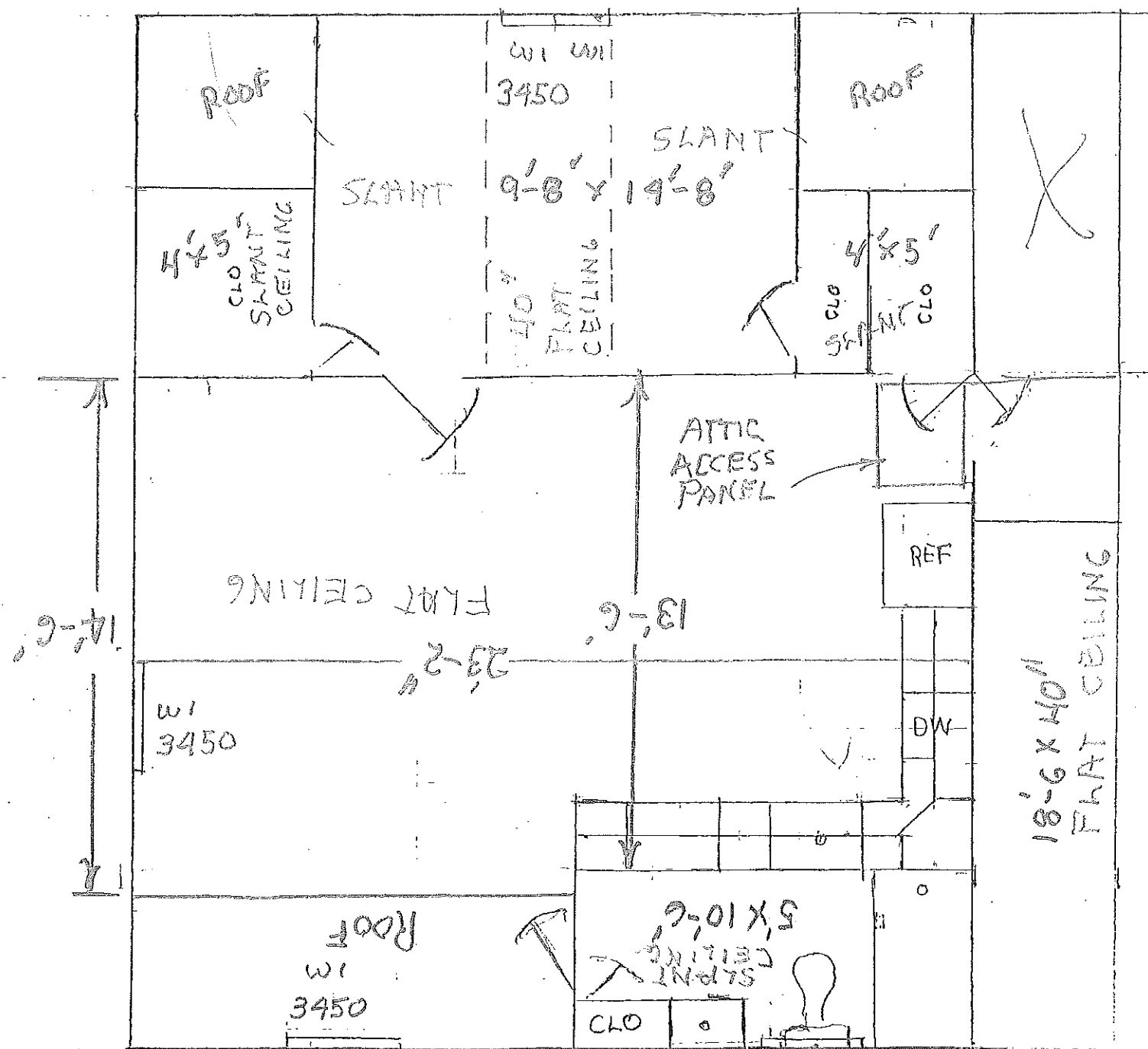
Meaning and intending to describe the proposed house lot (6 Lambert Street) and associated easements as shown on the Site Plan of DiPietro Property, for David DiPietro, by Sebago Technics, Inc. (project number 16115) last dated April 28, 2016, being approximately 10,001 square feet, being a portion of property conveyed to Steven and David DiPietro in deed book 31148 page 316.

The bearings shown hereon are Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

May 2, 2016

MWE:mwe

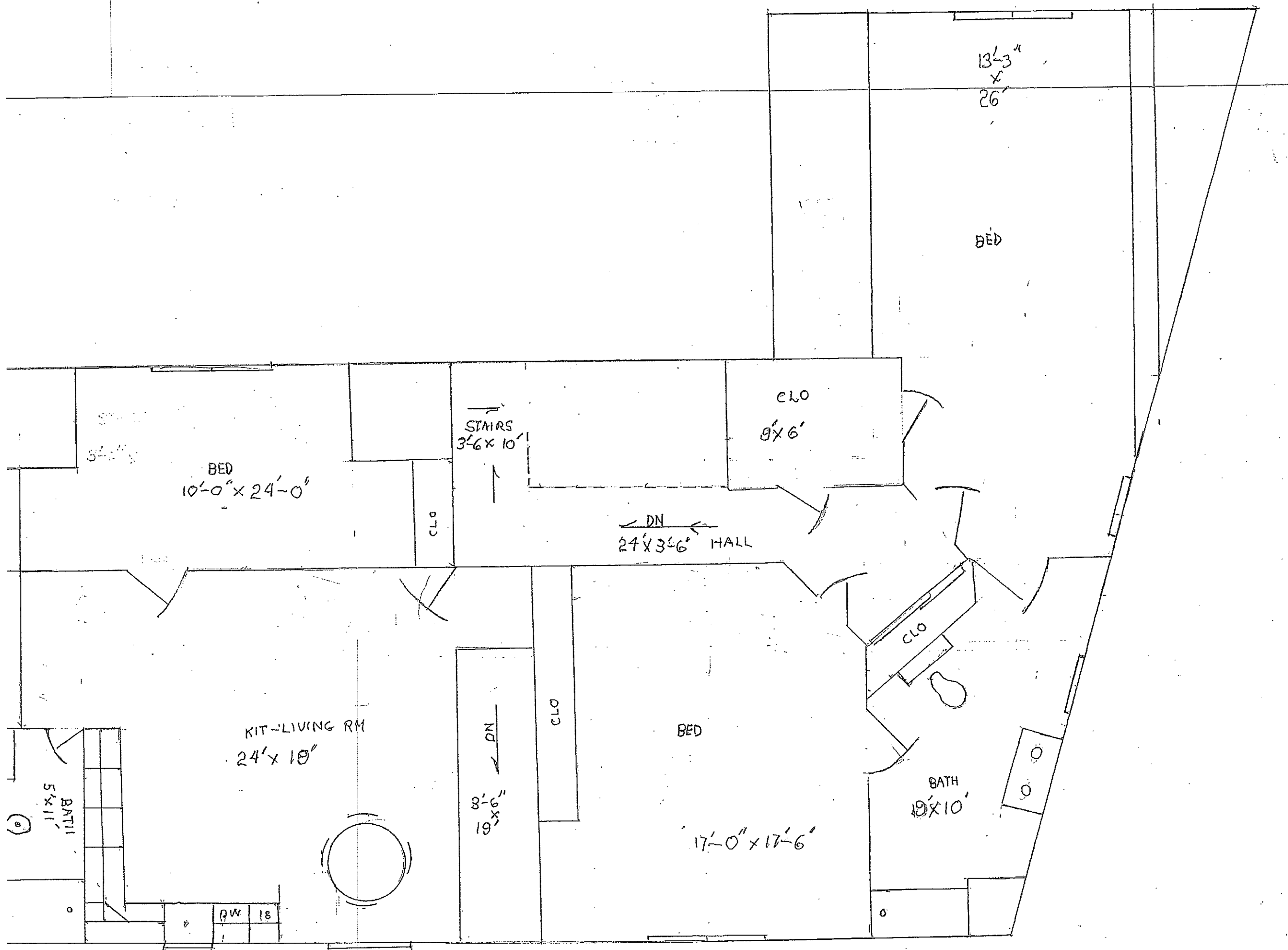


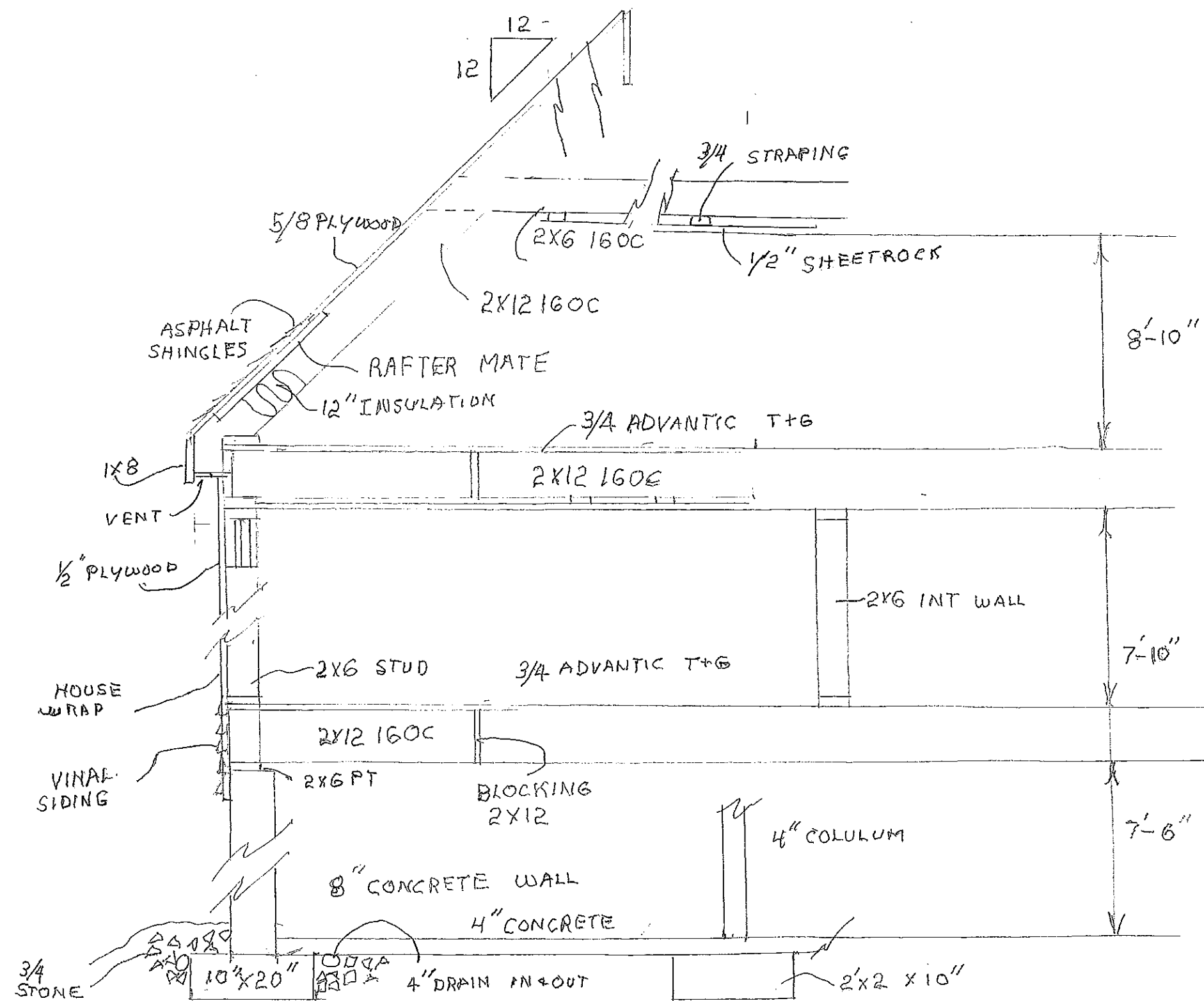


WINDOW SCHEDULE
 W1 3450
 W2 3490

REVISED
 NEW KITCHEN
 LAYOUT 2ND FLOOR
 OVER GARAGE
 Apartment
 $\frac{1}{4} = 1'$

W2-3440
 TEMPERED GLASS







ZONE 2
10,000 SF
50' FRONTAGE
80' LOT WIDTH

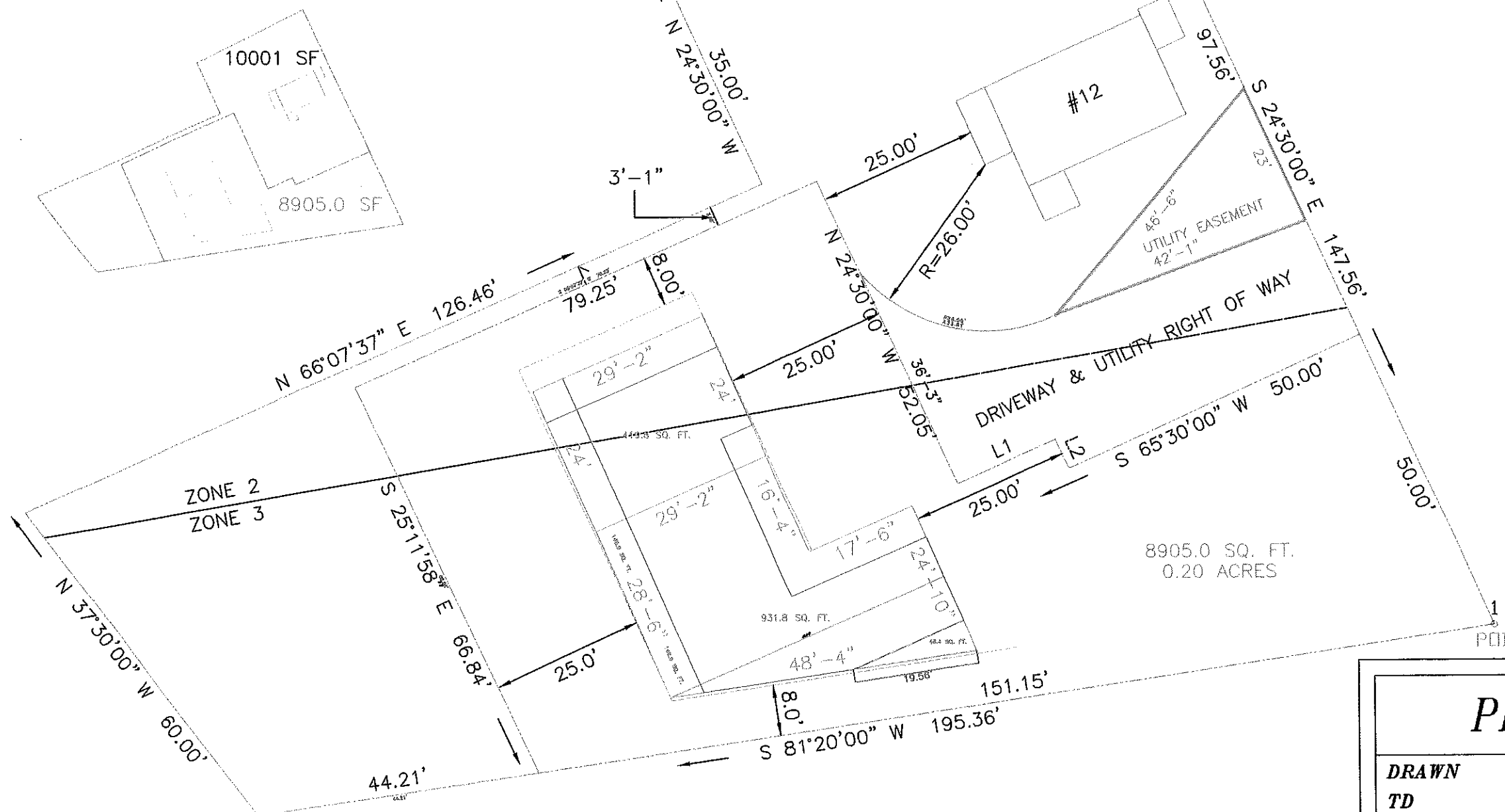
ZONE 3
6,500 SF
50' FRONTAGE
65' WIDTH

N/F
DORSEY
BK 6670 PG 273



1' = 20'

LAMBERT STREET



L1 - S 66°07'37" W 17.00'
L2 - N 24°30'00" W 4.98'

REVISED MARCH 20, 2014 - DEED DESCRIPTIONS
REVISED AUGUST 23, 2013 - CHANGE EASEMENT TO RIGHT OF WAY
REVISED AUGUST 19, 2013 - ADDED EASEMENTS
REVISED AUGUST 7, 2013 - MOVED PROPOSED HOUSE 5' SOUTH
REVISED JULY 25, 2013 - ADDED 25' FRONT SET-BACK LINE
- ADDED ZONE LINE

PREPARED BY:

TKM
LAND SURVEYORS, INC.
29 ROSEWOOD DRIVE
WESTBROOK, ME 04092-2346
(207) 854-4205
www.tkm-landsurveyors.net

PROPOSED LOTS

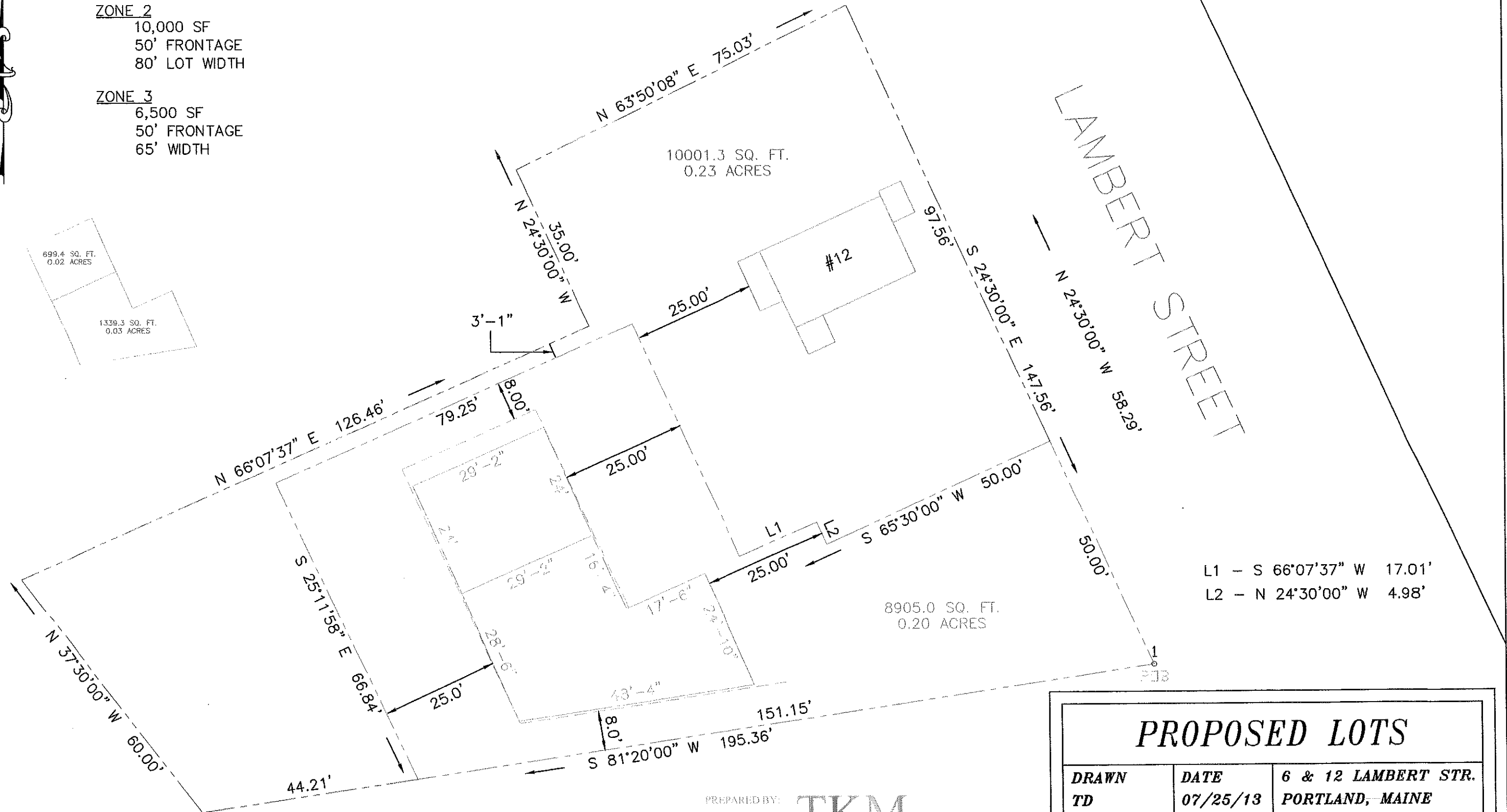
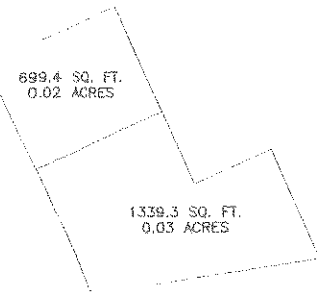
DRAWN TD	DATE 07/25/13	6 & 12 LAMBERT STR. PORTLAND, MAINE <i>prepared for:</i> DAVID D'PIETRO
APPROVED	DATE	
SCALE 1" = 20'	SHEET one	PROJECT NO. 13-25

ZONE 2

10,000 SF
50' FRONTAGE
80' LOT WIDTH

ZONE 3

6,500 SF
50' FRONTAGE
65' WIDTH



L1 - S 66°07'37" W 17.01'
L2 - N 24°30'00" W 4.98'

REVISED AUGUST 7, 2013 - MOVED PROPOSED HOUSE 5' SOUTH
REVISED JULY 25, 2013 - ADDED 25' FRONT SET-BACK LINE
- ADDED ZONE LINE

PREPARED BY:

TKM
LAND SURVEYORS, INC.

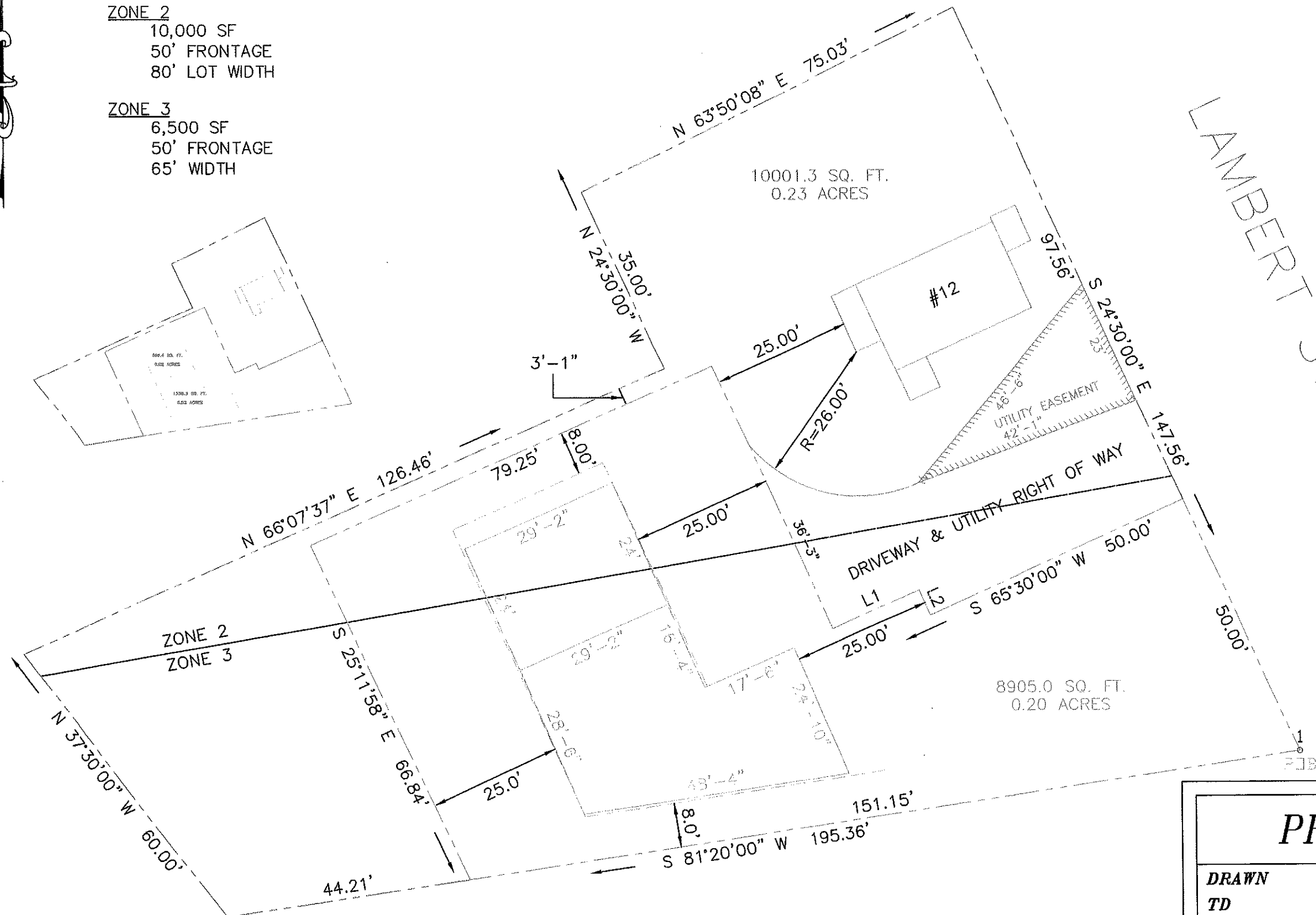
29 ROSEWOOD DRIVE
WESTBROOK, ME 04092-2546
(207) 851-4205
www.tkm-land-surveyors.net

PROPOSED LOTS

DRAWN	DATE	6 & 12 LAMBERT STR. PORTLAND, MAINE
TD	07/25/13	
APPROVED	DATE	prepared for:
		DAVID D'PIETRO
SCALE	SHEET	PROJECT NO.
1" = 20'	one	13-25

ZONE 2
10,000 SF
50' FRONTAGE
80' LOT WIDTH

ZONE 3
6,500 SF
50' FRONTAGE
65' WIDTH



L1 - S 66°07'37" W 17.01'
L2 - N 24°30'00" W 4.98'

REVISED AUGUST 23, 2013 - CHANGE EASEMENT TO RIGHT OF WAY
REVISED AUGUST 19, 2013 - ADDED EASEMENTS
REVISED AUGUST 7, 2013 - MOVED PROPOSED HOUSE 5' SOUTH
REVISED JULY 25, 2013 - ADDED 25' FRONT SET-BACK LINE
- ADDED ZONE LINE

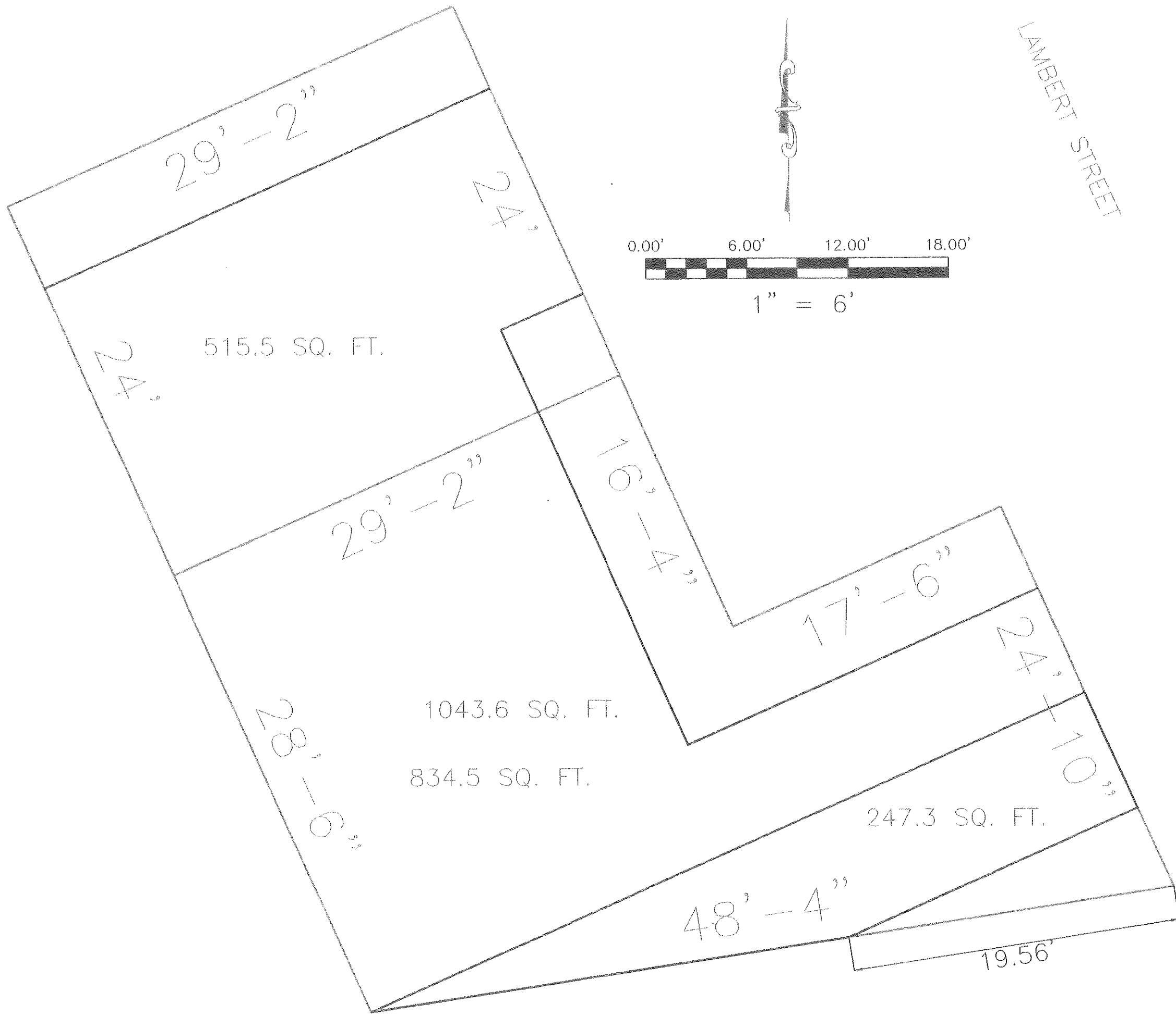
PREPARED BY:

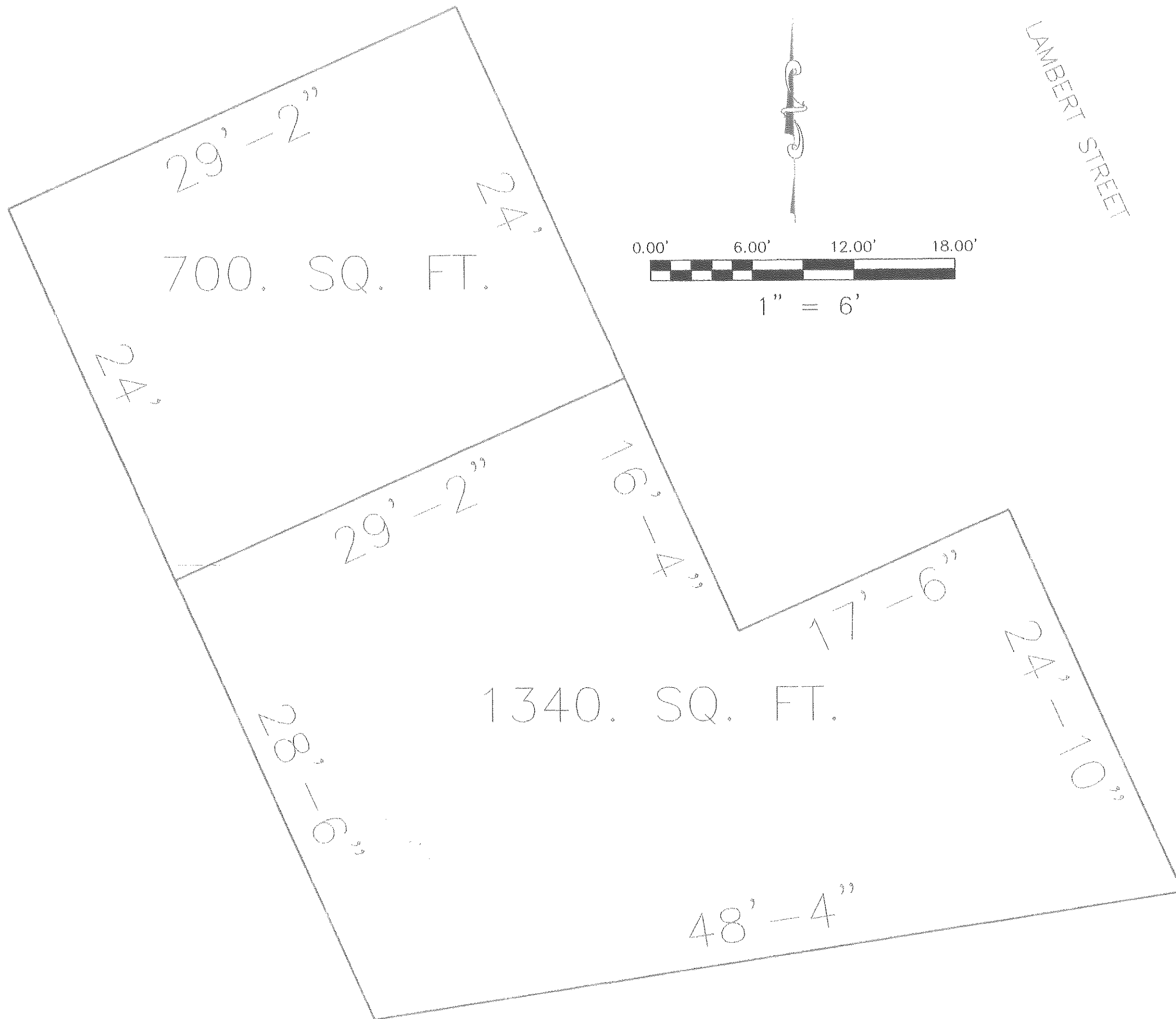
TKM
LAND SURVEYORS, INC.
19 ROSEWOOD DRIVE
WESTBROOK, ME 04091-2546
(207) 854-4205
www.tkm-landsurveyors.net

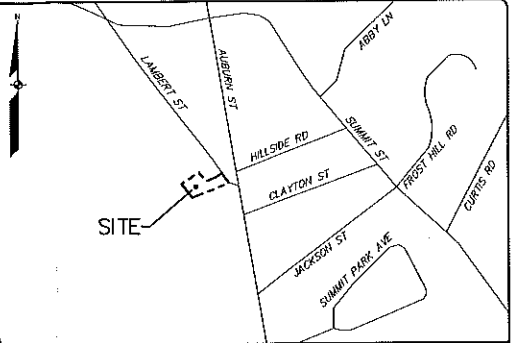
tothy d'el-ler

PROPOSED LOTS

DRAWN TD	DATE 07/25/13	6 & 12 LAMBERT STR. PORTLAND, MAINE prepared for: DAVID DiPIETRO
APPROVED	DATE	
SCALE 1" = 20'	SHEET one	PROJECT NO. 13-25







N.T.S.

1. THE RECORD OWNERS OF THE PARCEL ARE STEVEN AND DAVID DIPIETRO BY DEED DATE OCTOBER 19, 2013 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD) IN BOOK 31148, PAGE 316.

1. THE RECORD OWNERS OF THE PARCEL ARE STEVEN AND DAVID DIPIETRO BY DEED DATE OCTOBER 19, 2013 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD) IN PLAN 31148, PAGE 316.
2. THE PROPERTY IS A PORTION OF THE CITY OF PORTLAND TAX MAP 384 BLOCK A LOT 14 AND IS SITED IN THE R3 ZONING DISTRICT.
3. SPACE AND BULK CRITERIA FOR THE R3 ZONING DISTRICT ARE AS FOLLOWS:
NET RESIDENTIAL DENSITY:
MINIMUM LOT SIZE: 6,500 S.F.
MINIMUM STREET FRONTAGE: 50 FT.
MINIMUM FRONT YARD: 25 FT.
MINIMUM SIDE YARD: 1 OR 1-1/2 STORIES: 8 FT.
2 STORIES: 14 FT.
2-1/2 STORIES: 16 FT.
MINIMUM REAR YARD: 25 FT.
4. MAXIMUM LOT COVERAGE: 35%
* SEE ORDINANCE FOR MORE PARTICULAR INFORMATION AND ADDITIONAL CRITERIA. SETBACKS SHOWN ARE FOR PLANNING PURPOSES AND NEED TO BE REVIEWED BY THE CODE ENFORCEMENT OFFICE BASED UPON THE PROPOSED BUILDING PLACEMENT.
4. TOTAL AREA OF PARCEL IS APPROXIMATELY 10,001 S.F. OR 0.23 ACRES.
5. BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY BY SEBAGO TECHNIQS, INC., PERFORMED IN MARCH OF 2016.
6. PLAN REFERENCES:
A. PLAN OF LOTS DRAWN BY E.H. STARRIBD, JULY 9, 1856, RECORDED IN CCRD DEED BOOK 349 PAGE 31.
- B. PLAN OF PROPERTY OF JOSEPHINE DALTON, BY G.E. STEPHENSON, DATED MAY 17, 1940, AND RECORDED IN CCRD PLAN BOOK 28 PAGE 48.
- C. PROPOSED LOTS, FOR DAVID DIPIETRO, BY TKM LAND SURVEYORS, INC., DATED JULY 25, 2013, WITH REVISIONS THROUGH MARCH 20, 2014.
- D. PLAN OF DIVISION OF LAND OF THE HAVERLY ESTATE PROPERTY FOR MARGARET HAVERLY, BY SEBAGO TECHNIQS, INC., LAST DATED APRIL 19, 2000, AND RECORDED IN CCRD IN PLAN BOOK 200 PAGE 187.
8. PLAN ORIENTATION IS GRID NORTH, MAIN STATE PLANE COORDINATE SYSTEMA, WEST ZONE 1802-NAD83, BASED UPON DUAL FREQUENCY GPS OBSERVATIONS. ELEVATIONS DEPICTED HEREON ARE ON THE CITY OF PORTLAND VERTICAL DATUM BASED UPON BEAUMARCH MONUMENT PROVIDED BY THE CITY OF AUBURN STREET.
9. THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD MAP IN THE FLOOD INSURANCE RATE MAP FOR PORTLAND, MAINE, CUMBERLAND COUNTY, COMMUNITY-PANEL NUMBER 230051 002 C, HAVING AN EFFECTIVE DATE OF 12/8/1998. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS ZONE X- AND IS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN.
10. THE ZONING LINE SHOWN HEREON WAS TAKEN FROM THE CITY OF PORTLAND GIS DATABASE.

DESIGNED BJB		CHECKED MYE	
		A	MWE
		4/28/16	RELEASED FOR CLIENT REVIEW
		REV BY:	DATE:
			STATUS:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEDAGO TECHNICS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEDAGO TECHNICS, INC.			

SEBAGO
TECHNICS

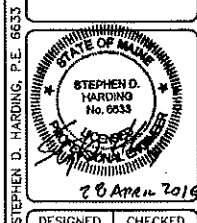
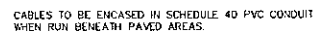
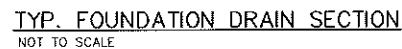
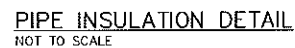
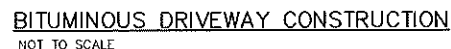
75 John Roberts Rd.
Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd.
Suite B
Lewiston, ME 04240
Tel. 207-783-5661

WWW.SEBAGOTECHNICS.COM

SITE PLAN
OF:
DIPIETRO PROPERTY
12 LAMBERT STREET
PORTLAND, MAINE
FOR:
DAVID DIPIETRO
221 VIRGINIA STREET
PORTLAND, MAINE

PROJECT NO.	SCALE
16115	1" = 10'

[illegible]

SEBAGO
TUBETON

75 John Roberts Rd.
Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd.
Suite B
Lewiston, ME 04240
Tel. 207-783-5656

WWW.SEBAGOTECHNICS.COM

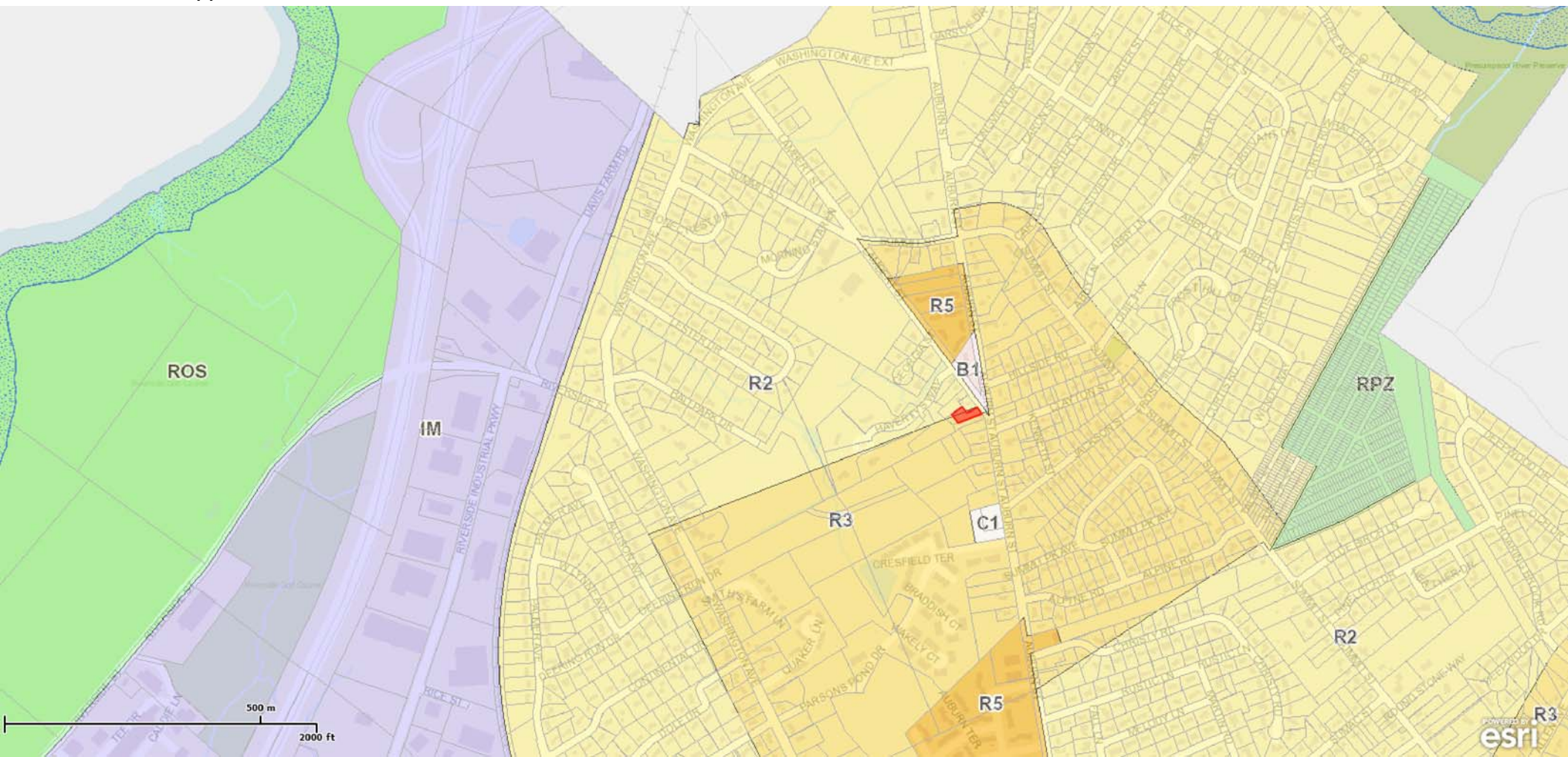
DETAILS
OF: **DIPIETRO PROPERTY**
12 LAMBERT STREET
PORTLAND, MAINE
FOR: **DAVID DIPIETRO**
221 VIRGINIA STREET
PORTLAND, MAINE

PROJECT NO.	SCALE
16115	AS SHOWN

SHEET 4 OF 4

12 Lambert St.

Conditional Use Appeal



Copyright 2011 Esri. All rights reserved. Tue Feb 14 2017 02:33:52 PM.



Michael A. Russell, MS, Director
Permitting and Inspections Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information:

NAME

Alta Vista, LLC

BUSINESS NAME

c/o Drummond Woodsum
84 Marginal Way, Suite 600

BUSINESS ADDRESS

Portland, ME 04101
207-865-4323 ddlatulip@aol.com

BUSINESS TELEPHONE & E-MAIL

Contract for the sale of Commercial
APPLICANT'S RIGHT/TITLE/INTEREST Real Estate

B2b

CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

Retail of video equipment

TYPE OF CONDITIONAL USE PROPOSED:

Wholesale distribution establishment under
10,000 s.f. of aggregate gross floor area.

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.

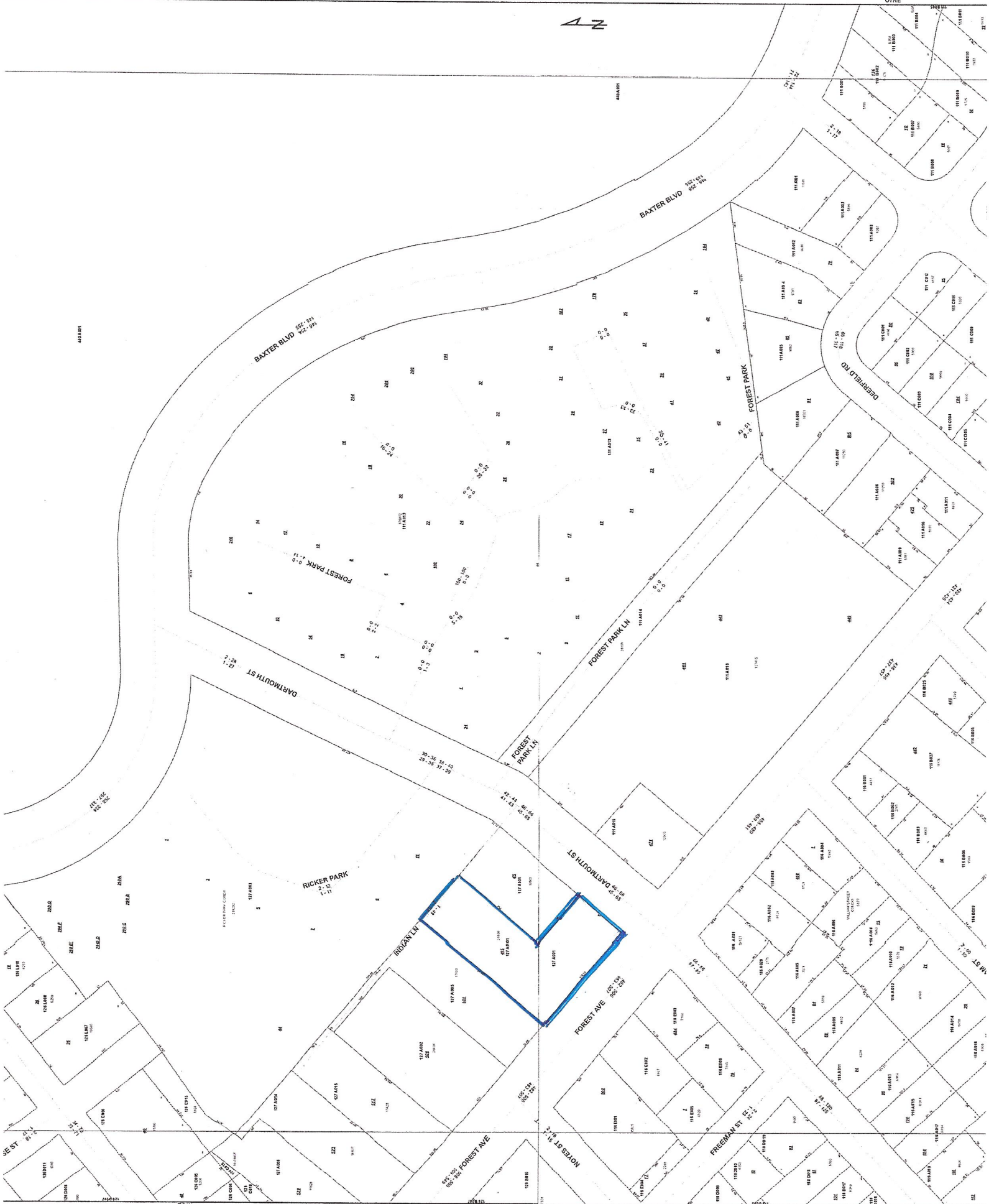
David Latulipe

SIGNATURE OF APPLICANT

DATE

2/9/17

AZ



Tax Map 127, Block A, Lot 1

0CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Adam Nappi and/or assigns, whose mailing address is _____ (hereinafter called "Purchaser"), this 4 day of January, 2017, the sum of \$ [REDACTED] Dollars ([REDACTED]) as earnest money deposit toward purchase of real estate located at 495 Forest Avenue in the city/town of Portland, County of Cumberland, State of Maine, described as follows Per the Portland Assessor the property is described as a 13,125 SF on .569 acres and being more fully described at said County's Registry of Deeds in Book 32128 , Page 146, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) NA
2. PURCHASE PRICE: The total Purchase Price is One Million Eight Hundred Thousand Dollars (\$1,800,000), with payment to be made as follows:

Earnest money deposit received on this date:

\$ [REDACTED]

Other: _____

\$ _____

Other: _____

\$ _____

Balance due at closing, in cash or certified funds:

\$ [REDACTED]

3. EARNEST MONEY/ACCEPTANCE: Malone Commercial Brokers ("Escrow Agent") shall hold the earnest money in a non-interest bearing account (no interest) and act as escrow agent until closing; this offer shall be valid until January 4, 2017 at 3:00 (☐ AM ☒ PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and as a condition to closing Purchaser shall secure title insurance (within their 45 day due diligence period) in form and content satisfactory to Purchaser and its lender with all standard exceptions deleted. This transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase 30 days from satisfactory zoning variance from the City of Portland in accordance with the terms of Section 21, and upon satisfaction of all other conditions to closing herein, if Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncured defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act quit claim with covenant deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
6. LEASES/TENANT SECURITY DEPOSITS: Seller represents and warrants there are no tenants occupying, or leases of the property and that there will not be any tenants occupying or leases of the property at time of closing.
7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing without any tenants in possession of the property.
8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. PRORATIONS: The following items shall be prorated as of the date of closing:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel
 - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property.

10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser in its sole discretion:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	☒	☐	Within <u>45</u> days	i. Lead Paint	☐	☒	Within ____ days
b. Sewage Disposal	☐	☒	Within ____ days	j. Pests	☐	☒	Within ____ days
c. Water Quality	☐	☒	Within ____ days	k. ADA	☐	☒	Within ____ days
d. Radon Air Quality	☐	☒	Within ____ days	l. Wetlands	☐	☒	Within ____ days
e. Radon Water Quality	☐	☒	Within ____ days	m. Environmental Scan	☒	☐	Within <u>45</u> days
f. Asbestos Air Quality	☐	☒	Within ____ days	n. Zoning	☒	☐	Within <u>see paragraph 21</u> days
g. Code Conformance	☒	☐	Within <u>45</u> days	o. Insurance	☐	☒	Within ____ days
h. Flood Plain	☐	☒	Within ____ days	p. Other: <u>full feasibility study</u>	☒	☐	Within <u>45</u> days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Not Applicable
12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within 45 days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80% of the purchase price at an initial interest rate not to exceed prevailing rates% per annum and amortized over a period of not less than 20 years and otherwise on terms and conditions satisfactory to the Purchaser. Without limiting the foregoing in any respect, Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms and conditions shall be a breach of this Contract.
- In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within 45 days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.
13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that NA ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller; NA ("Selling Agent") is acting as a Purchaser's agent in this transaction and is representing the Purchaser and that Joe Malone/Jennifer Small ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").
14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall retain the earnest money as full and complete liquidated damages, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.
15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to

NA JK

the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
21. OTHER: It will be a condition to closing that the Buyer obtain a zoning variance and approval from the City of Portland allowing use of the premises for distribution and warehousing, including without limitation the distribution and warehousing of alcoholic beverages and spirits, and light warehousing on terms and conditions satisfactory to Buyer by April 5, 2017. Purchaser will have one (1) additional sixty (60) day extension for this contingency with an additional \$5,000 deposit per extension (said deposit will be non-refundable but applicable to the purchase price) period if exercised, such extension to be effected by written notice from Buyer to Seller.
22. Purchaser acknowledges that Seller desires to exchange the Property for other property of like kind in qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively the "Code"). Purchaser agrees to cooperate with the Seller in order to afford Seller the ability to accomplish a like kind exchange provided that: (a) the Purchaser shall not be required to incur any expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs including attorneys' fees incurred with respect to the exchange, (b) no substitution of the Seller shall release Seller from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the Seller, its successors, or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (c) the Seller shall give the Purchaser at least two (2) business days prior notice of the proposed changes required to effect such exchange and the identity of any Party to be substituted in the escrow, (d) the Seller shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense, (e) and the election to effect such an exchange shall not delay the Closing of the transaction as defined herein; and (f) the Purchaser is able to purchase the Property for the purchase price and otherwise in accordance with the terms and conditions of this Agreement at no additional cost or expense to the Purchaser.
23. Seller covenants and agrees, as a condition of closing for the benefit of the Purchaser, to remove all personal property located at the property within 5 days prior to closing and leave the property in broom clean condition. Buyer may inspect the property for compliance with the terms of this Section 21 during such 5 day period prior to closing.
24. ADDENDA: This contract has addenda containing additional terms and conditions: Yes ☐ No ☒.
25. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown in Section 21:

Date for _____, changed from _____ to _____.
Date for _____, changed from _____ to _____.
Date for _____, changed from _____ to _____.
26. The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

AW

WK

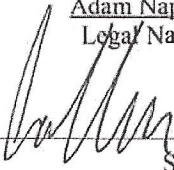
A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS
HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2½% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Adam Nappi and/or assigns

Legal Name of Purchaser

Social Security # or Tax I.D. #



Signature

Name/Title, there unto duly authorized

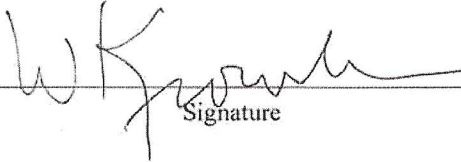
Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of _____. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 4 day of January, 2017.

Willco, LLC

Seller

Social Security # or Tax I.D. #



Signature

Name/Title, there unto duly authorized

Malone Commercial Brokers

Escrow Agent

Name/Title

Signature

The Listing Agent is Joe Malone/Jennifer Small of Malone Commercial Brokers (Agency)

The Selling Agent is NA of NA (Agency)

The Transaction Broker is NA of NA (Agency)

EFFECTIVE DATE OF CONTRACT: Jan. 4, 2017

Copyright © 2002-2007 All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.



Alta Vista, LLC

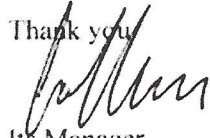
February 7, 2017

CJ Developers, Inc
35 Primrose Land
Freeport, ME 04032

Mr. Latulippe,

Please allow this letter to serve as permission for CJ Developers, Inc. to represent Alta Vista, LLC.

Thank you



Its Manager
Alta Vista, LLC

**CJ Developers, Inc.
35 Primrose Lane
Freeport, Maine 04032
207-865-4323**

February 15, 2017

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

Re: Request for Conditional Use
495 Forest Avenue, Portland, Maine

CJ Developers, Inc., on behalf of Alta Vista, LLC, hereby requests a conditional use for an 8,856 sq. ft. wholesale distribution establishment to be located in the rear portion of the building located at 495 Forest Avenue, Portland, Maine. The applicant has a purchase and sale agreement to purchase the property and renovate the interior of the building for a mixed use commercial facility with retail in the front portion of the building.

Applicant:

Alta Vista, LLC
c/o Drummond Woodsum
84 Marginal Way
Suite 600
Portland, ME 04101-2480

Owner:

WILLCO, LLC (William Knowles)
30 Lincoln Street # 14
Westbrook, ME 04092

Property Address:

495 Forest Avenue
Portland, Maine
Map 127, Block A, Lot 1

Zoning and Present Use

The property is located in the B2b zone. Its present approved use is for “retail of video equipment”.

B2b Provision authorizing the proposed conditional use:

Sec. 14-183. Conditional Uses, (b) Other, 3. Wholesale distribution establishments

- Conditional uses listed in this section shall be limited to ten thousand (10,000) square feet of aggregate gross floor area
The wholesale distribution center shall be approximately 8,856 s.f.

- Traffic Circulation: The site shall have an adequate traffic circulation pattern designed to avoid hazards to vehicular circulation on adjoining streets. All stacking of motor vehicles shall be on site, and loading facilities shall be located to the rear of the building and shall not be visible from the street.

The loading area is located in the rear of the building. It is accessed from a private drive named Indian Way that serves as a service drive the adjacent commercial properties and the Ricker Park Housing Complex. There is an existing overhead door that was used daily to receive and then deliver video electronic equipment and products. This paved area will be used by the wholesale distribution establishment to receive product. It is anticipated that there will be 2 tractor trailer deliveries per week and the unloading shall be less than 30 minutes. There is adequate traffic circulation as the current use has been using the loading area for over 30 years. All loading of wholesale product shall occur inside the building. The wholesale product shall be delivered to local and regional businesses in small delivery vans. Given that the building is shorter than the adjacent building at 49 Dartmouth Street, the loading area is not visible from Dartmouth Street.

- Building and site design: The exterior design of the structures, including architectural style, façade material, roof pitch, building form, established setbacks and height, shall be of a commercial rather than industrial character. The site shall contain screening and landscaping which shall meet the requirements of section 14-526 for screening between land uses and the City of Portland Technical Manual.

1. No exterior changes to the building or site are proposed. The existing building’s architectural style, façade material, roof pitch, building form, established setbacks and height have a commercial character and are consistent with the surrounding buildings on this section of Forest Avenue.

2. Screening: Given that the building is shorter than the adjacent building at 49 Dartmouth Street, the loading area is not visible from the public street or from the public sidewalk. The property line is in the middle of the private right of way, Indian Lane. Like all of the service areas along Indian Lane, there is no land area available for screening adjacent properties.

General description of proposed conditional use:

The rear portion of the property shall be used as an 8,856 s.f. wholesale distribution establishment. Deliveries to the wholesaler shall occur in the rear of the property in the exiting loading area through the existing overhead door. The product shall be loaded into small delivery vans inside the building to be delivered to local and regional businesses.

Conditional Use Standards: The Board shall, after review of required materials, authorize issuance of a conditional use permit, upon a showing that the proposed use, at the size and intensity contemplated at the proposed location, will not have substantially greater negative impact than would normally occur from surrounding uses or other allowed uses in the same zoning district. The Board shall find that this standard is satisfied if it finds that:

- a. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and

The proposed wholesale distribution use is very consistent with the surrounding uses. All of the uses in this area use Indian Lane, a private right of way, to service their respective loading areas including the Ricker Park housing development. It is expected that deliveries to and from the wholesale distribution establishment shall occur between the hours of 7:00 am and 6:00 pm. There are no changes to the existing pavement or parking spaces proposed.

- b. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and

With the exception of the 2 tractor trailer deliveries per week, all of the business activities shall occur inside the building.

- c. 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 or other allowable uses in the zone.

The use of the back loading area by the wholesale distribution is consistent with the current use of this loading area and very consistent with the surrounding uses as shown on the attached photos. There is no landscaping, screening or signs proposed. The wholesale distributor intends on using the existing trash dumpster.

Please find following material for the Zoning Board of Appeals submission package:

1. Zoning Board of Appeal Application
2. Plot Plan
3. Floor Plan
4. Tax Map
5. Photos of the front, side and rear of the property and the adjacent service areas
6. Purchase and Sale Agreement
7. Permission Letter from the applicant

Sincerely,



David Latulippe
President

495 Forest Avenue





Front of Building (Retail)



Side of Building (Retail)



Side of Building (Retail)



Rear of the Property and Surrounding Properties



Rear of Property (Small overhead door)

Overhead door of adjacent property



Indian Lane Entrance (private service alley)



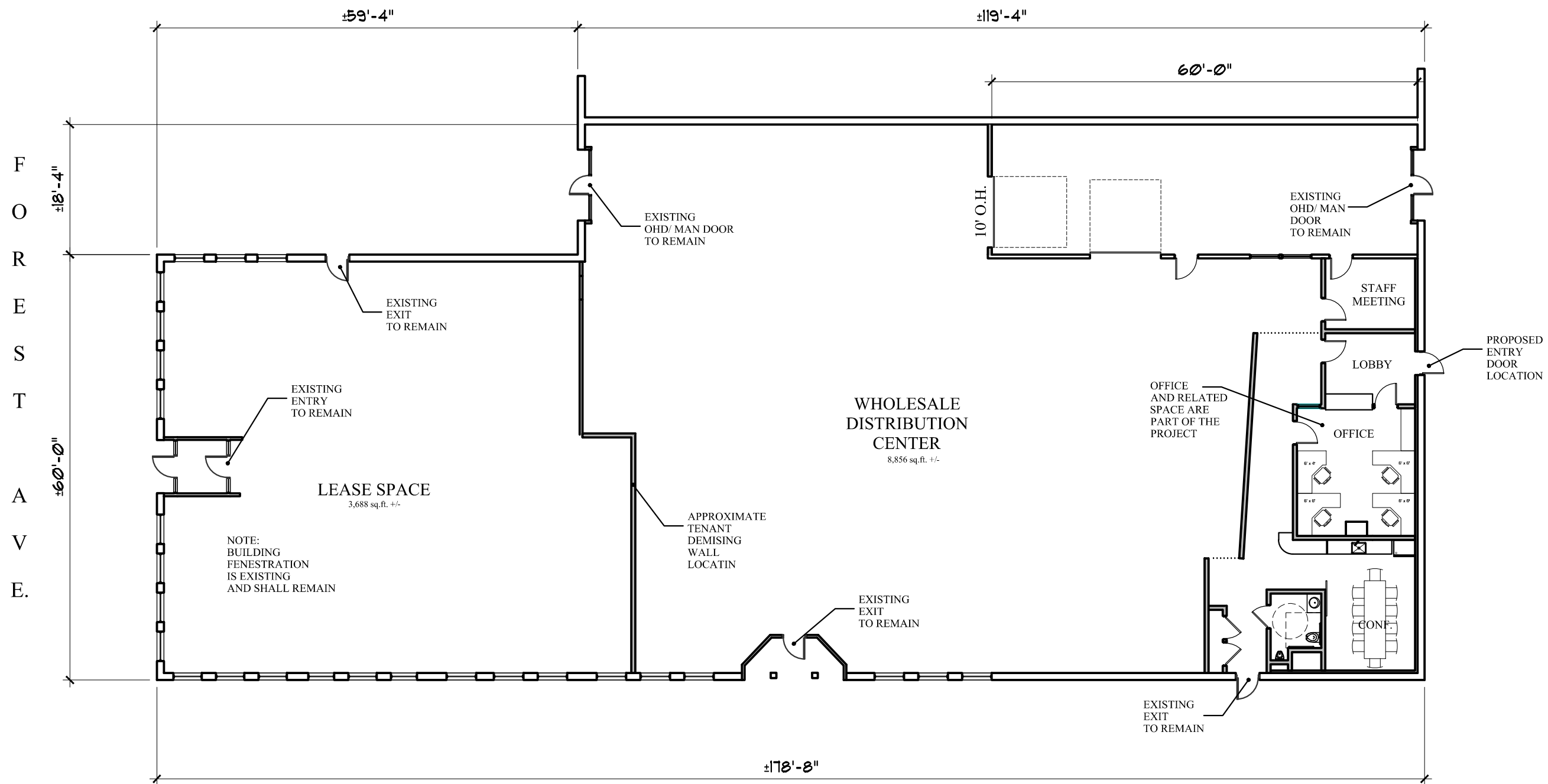
Ricker Housing Complex Service Area



Futon Store Loading Door



General Fitness Service Loading Dock



FIRST FLOOR PLAN

SCALE: 1/16"=1'-0"



MARK
MUELLER
ARCHITECTS

FEBRUARY 8, 2017

495 FOREST AVENUE

LEGEND

- Monument - found
Iron marker - found
Iron marker - set (nail & washer)
Property line (locus)
Property line (abutter)
Right of way line
Edge of pavement
Curb
Sign
Utility pole
Guy wire
Gas valve
Water valve
Fire hydrant
Catch basin
Traffic signal
Manhole
Overhead utility line
Sewer line
Underground water line
Now or formerly of
Deed reference (Book/Page)
Deciduous tree
Existing building
Concrete

6"x6" granite
w/ drill hole

NOYES
STREET

FOREST
AVENUE

DARTMOUTH
STREET

INDIAN
LANE

GRID
N

NOTES

- 1) Book and Page references are to the Cumberland County Registry of Deeds unless otherwise noted.
- 2) Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.
- 3) Utility information on this plan is approximate, based on location of visible features. DigSafe and/or the appropriate utilities should be contacted prior to any construction.
- 4) Property lies within Zone C based on FIRM Community #230051 Panel #0013-B, dated July 17, 1986. It does not lie within a special flood hazard area.
- 5) Project area was covered by snow and ice at the time of the survey and some features may have been obscured and not shown on this plan.
- 6) Indian Lane is a private right of way with various interests of ownership. The Ricker Park Condominium Association having a 1/2 interest in the entire length of the right of way and the various owners along the southwesterly side having a 1/2 interest along their frontage.

PLAN REFERENCES

- 1) Plan of Land in Portland, Maine for George Business Forms by Owen Haskell, Inc. dated September 9, 1980. Unrecorded.
- 2) Plan of Land in Portland, Maine for Dartmouth Real Estate Company by Owen Haskell, Inc. dated July 27, 1970. Unrecorded.
- 3) Street cards for Forest Avenue and Dartmouth Street obtained from the City of Portland Department of Public Works.
- 4) Plan of Development for Dartmouth Real Estate Co. by S.H. Bowdoin dated October 1928 and redrawn in October 1976. On file at the City of Portland Department of Public Works.

EASEMENTS / ENCUMBRANCES

- 1) Benefiting from a building appurtenance easement and passageway easement as first described in a deed from The Dartmouth Company to The Singh Partners Four recorded in Book 4578, Page 18.
- 2) Subject to and benefiting from various utility and access easements as first described in a deed from the The Dartmouth Company to Larry George recorded in Book 4902, Page 10.
- 3) Subject to a utility easement conveyed to Central Maine Power Company as described in Book 1989, Page 378.
- 4) Subject to a utility easement conveyed to Central Maine Power Company and New England Telephone and Telegraph Company as described in Book 2905, Page 27.
- 5) Subject to a utility easement conveyed to Central Maine Power Company and New England Telephone and Telegraph Company as described in Book 2337, Page 382.

AREA

24,775 Sq. Ft. / 0.57 Acres (fee portion)
1,599 Sq. Ft. (1/2 interest in Indian Lane)

OWNERS OF RECORD

WillCo, LLC
30 Lincoln Street, #14
Westbrook, ME 04092

Book 32128, Page 146

SCALE IN FEET
20 0 20 40
1" = 20'

PLAN OF
Boundary Survey

495 Forest Avenue Portland, Maine

MADE FOR
Alta Vista LLC

79 Bow Street Freeport, Maine

JOB #217008	DATE: January 18, 2017	SCALE: 1" = 20'
BOOK #899	 133 Gray Road, Falmouth, Maine 04105 (207)797-9199 www.titcombsurvey.com	
217008.dwg		
FILE #9870		

CERTIFICATION

This survey conforms to the current standards of practice set forth by the Maine State Board of Licensure for Land Surveyors.


Nicholas S. Elliston, P.L.S. #2518

