

1. 09-21-17 - Agenda

Documents:

[09-21-17 AGENDA.PDF](#)

1.I. ZBA Application - 37 Ballfield Road

Documents:

[INTERPRETATION APPEAL - 37 BALLFIELD RD.PDF](#)
[ZONING MAP - 37 BALLFIELD RD.PDF](#)

1.II. ZBA Application - 79 Clinton St

Documents:

[79 CLINTON ST - CONDITIONAL USE APPLICATION.PDF](#)
[79 CLINTON ST - ZONING MAP.PDF](#)

1.III. ZBA Application - 630 Ocean Ave

Documents:

[630 OCEAN AVE - HARDSHIP VARIANCE.PDF](#)
[630 OCEAN AVE - ZONING MAP.PDF](#)

1.III.i. 630 Ocean Ave - APPEAL WITHDRAWAL LETTER

Documents:

[WITHDRAWAL LETTER - 09-19-17.PDF](#)

1.IV. ZBA Application - 19 Libby St

Documents:

[19 LIBBY ST - CONDITIONAL USE APPLICATION.PDF](#)
[19 LIBBY ST - ZONING MAP.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Kent Avery, Chair
Donna Katsiaficas, Secretary
Robert Bartels
Eric Larsson
Benjamin McCall
Joseph Zamboni

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, September 21, 2017, at 6:30 p.m. in the City Council Chambers at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business:

- A. Interpretation Appeal:** 37 Ballfield Road, Thomas Covington Johnson, owner, Tax Map 88, Block I, Lots 006, 007, 008, 009, 010, 011, 013, 014, 015, 016, 022 and Tax Map 88, Block J, Lots 001, 002 and 003; and 90 Ballfield Road, Island Bay Services, owner, Tax Map 88, Block J, Lot 006; IR-1 Island Residential Zone and Shoreland Zone: The applicant is challenging a Notice of Violation dated March 20, 2017 that cited the property owners for the construction of eleven buildings without permit approval on the properties [Section 14-463] and for parking a commercial trailer on the properties in a zone where not permitted [Section 14-335(e)]. Representing the appeal is Thomas Covington Johnson and Nicholas Bull, Esq.
- B. Conditional Use Appeal:** 79 Clinton St, EZ Spanish Immersions, LLC, owner, Tax Map 136, Block B, Lot 004, R-5 Residential Zone: The applicant is seeking a Conditional Use Appeal under Section 14-118(a)(5) to gain approval for an existing third dwelling unit in its building. The current legal use of the building is a two-family. Representing the appeal is Erik Zavasnik of EZ Spanish Immersions, LLC.
- C. Variance Appeal:** 630 Ocean Avenue, Cedars Nursing Care Center, Inc. and JHA Assisted Living, Inc., owners, Tax Map 170, Block A, Lot 020 and Tax Map 174, Block A, Lot 013, R-5 Residential Zone and R-3 Residential Zone: The applicants are seeking a variance to construct a new building with a height of approximately 42 feet, which would exceed the 35-foot maximum building height limitation for these zones [Sections 14-90(g) and 14-120(a)(7)] . Representing the appeal is Natalie L. Burns, Esq.
- D. Conditional Use Appeal:** 19 Libby Street, Developers Collaborative Predevelopment LLC, buyer, City of Portland, owner, Tax Map 338, Block K, Lot 004, Tax Map 340, Block A, Lots 046, 047, 048, 049, 050, and 055, R-3 Residential Zone: The applicant is seeking a Conditional Use Appeal under Section 14-88(d) (3) to convert an existing building to a private pre-K school. The building was historically used as a public school and was most recently used as a commissary kitchen. Representing the appeal is Kevin Bunker and Mike Lyne of Developers Collaborative.

2. Adjournment



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND
ZONING BOARD OF APPEALS
Interpretation Appeal Application

APPLICANT INFORMATION:

THOMAS COVINGTON JOHNSON
NAME

ISLAND BAY SERVICES
BUSINESS NAME

37 BALL FIELD ROAD
ADDRESS
PEAKS ISLAND PORTLAND

TELEPHONE #

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

RESIDENTIAL / AGRICULTURAL
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

AGRICULTURAL /
MAINTENANCE OF DOMESTIC FARM
ANIMALS AND CROPS

TYPE OF RELIEF REQUESTED:

DENY AND TERMINATE THE NOTICE OF VIOLATION

SUBJECT PROPERTY INFO:

37 BALL FIELD ROAD
PROPERTY ADDRESS

SEE ATTACHED SKETCH PREPARED BY
CHART/BLOCK/LOT (CBL) CITY.

PROPERTY OWNER INFO (If Different):

PO BOX 48
NAME
PEAKS ISLAND OUIDE
ADDRESS

Disputed Provisions from Section 14:

SEE ATTACHED SUMMARY FROM
Order, decision, determination or NICHOLAS BULL P.C.
interpretation under dispute:

THE CITY SECURED A WARRANT TO
EXAMINE ONE "ALLEGED STRUCTURE"
AND WENT ON AN ENFORCEMENT SPREE

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

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

THOMAS COVINGTON JOHNSON & ISLAND BAY SERVICES

NICHOLAS BULL
SIGNATURE OF APPLICANT NICHOLAS BULL P.C. DATE APRIL, 2017

NICHOLAS BULL P.C.

A Professional Corporation

COUNSELOR AND ATTORNEY AT LAW

Nicholas Bull
*Admitted in Maine
and New Hampshire*
Martindale-Hubbell Rating AV

Portland and Oxford County MAINE
Cell – 207-415-0713
nbullport@aol.com

Formerly a member with
Thompson, Bull, Bass
and MacColl
1970-2015

207-925-1325/All faxes 207-221-1824

693 Main Street, Lovell ME - P.O. Box 203 Center Lovell ME 04016

April 15 2017

To the Members of the Portland Zoning Board of Appeals
389 Congress Street
Portland
ME 04101-3509

Appeal of Thomas Covington John and Island Bay Services re a Notice of Violation Dated March 20, 2017

Dear Board Members:

The undersigned represents the two named appellants in the attached notice of violation. Submitted herewith on a form supplied the Corporation Counsel's office is our appeal from that Notice.

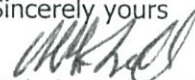
The basis for our appeal is as follows:

1. The alleged violations for structures are grandfathered and had been lawfully permitted in the past.
2. The container trailers are used for storage for agricultural products and supplies.
3. To the extent that a photograph purports to show a semi trailer with a 2010 sticker as not currently registered, that trailer is not moved off of the property on public streets.

Mr. Johnson is in the Republic of Panama and requests that the hearing for this appeal be deferred until your July 13th hearing at the earliest.

I am enclosing my office check payable to the city of Portland in the amount of \$150 which covers the \$100 appeal fee and \$50 for publishing public notice.

Sincerely yours



Nicholas Bull, P. C.
Maine Bar #1030

Copy: T. Covington Johnson

Portland, Maine



Yes, Life's good here.

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

Ann Machado, Zoning Administrator

March 20, 2017

NOTICE OF VIOLATION AND ORDER TO CORRECT

Sent by Certified and Registered Mail

1014-18-0-0001-4047-0546

Thomas Covington Johnson
Pleasant Ave
Peaks Island, ME 04108

and

Island Bay Services
Attn: Thomas Covington Johnson
PO Box 48
Peaks Island, ME 04108

Re: 37 Ball Field Road – Lead CBL 088-I-006 (also includes CBLs 088-I-007 through I-011;
088-I-013 through I-016; 088-I-022; and 088-J-001 through J-003) and 90 Ball Field
Road – CBL 088-J-006 – IR-1 Island Residential Zone and Shoreland Zone

Dear Mr. Johnson:

This office inspected the above-referenced properties and observed the following violations:

1. You have constructed or moved eleven buildings, specifically sheds and a shipping container, on the properties without any permits in violation of section 14-463 of the City of Portland Code of Ordinances, which provides that "no building or part thereof shall be constructed, altered, enlarged or moved unless a permit for such action has been issued by the building authority;" and
2. You have parked a trailer on the properties in violation of section 14-335(e), which prohibits parking a commercial trailer or similar commercial vehicles on property in any residence zone.

Within 30 days of the date of this letter, you must bring the properties into compliance by removing the buildings and trailer. Alternatively, you may apply for building permits for the buildings with the Permitting and Inspections Department, provided you submit permit applications within 30 days of the date of this letter. If the permits are denied, the buildings must be removed within 30 days of the City's initial denial.

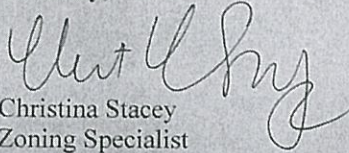
If you do not bring the properties into compliance within 30 days of the date of this letter, the City will refer this matter to the City's Corporation Counsel's office for enforcement action. The

City may be entitled to an order to correct the violations, civil penalties in the minimum of \$50 per violation per day, costs and fees, and other relief under Section 1-15 of the City's Code of Ordinances and 30-A M.R.S. § 4452.

You have the right to appeal this Notice of Violation and Order to Correct pursuant to section 14-472 within 30 days from the date of this letter. If you do not appeal, you may be barred from challenging my findings in the future. Please contact the Zoning Division for the necessary paperwork if you decide to file an appeal.

Please contact me with any questions. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Christina Stacey', written in dark ink.

Christina Stacey
Zoning Specialist
(207) 874-8695

cstacey@portlandmaine.gov

















Mark
KING





















WARNING
REMOVING THE DOOR FROM THIS
UNIT MAY VOID THE WARRANTY.
DO NOT REMOVE THE DOOR FROM
THIS UNIT.
CSCC



WARNING
DO NOT ENTER THE SHED
IT IS NOT SAFE TO ENTER
DUE TO THE WEATHER
CONDITIONS
DANGER

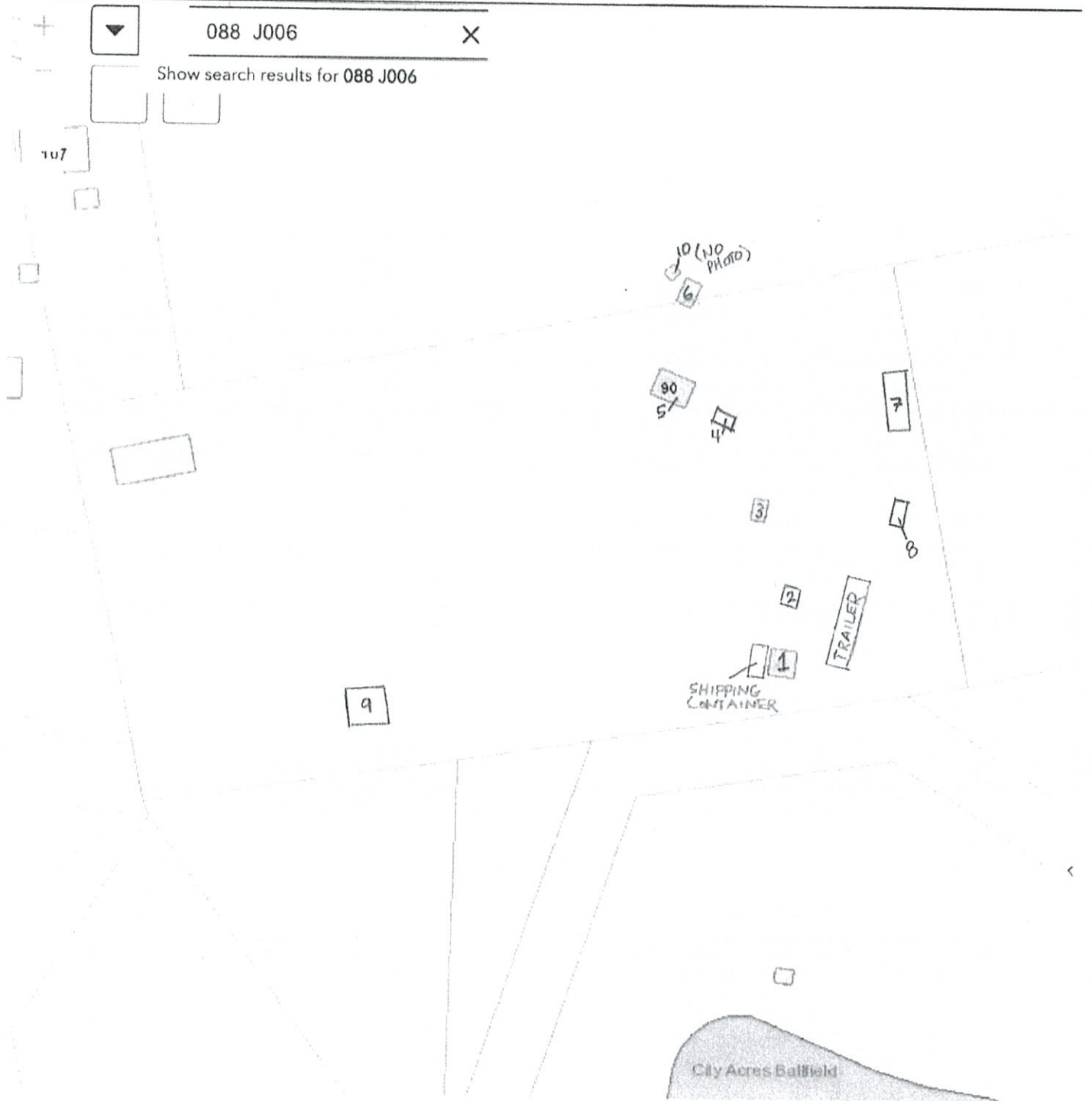




FEB
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70
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A 403539
MAINE
TRAILER



+ -

▼ 088 J006 X

Show search results for 088 J006

☐ ☐



MAP: BLUEBERRY HILL FARM PEAKS ISLAND MAINE

PROPERTY OF: T.C. JOHNSON & L. JOHNSON

 PASTURE

 MIXED WOOD

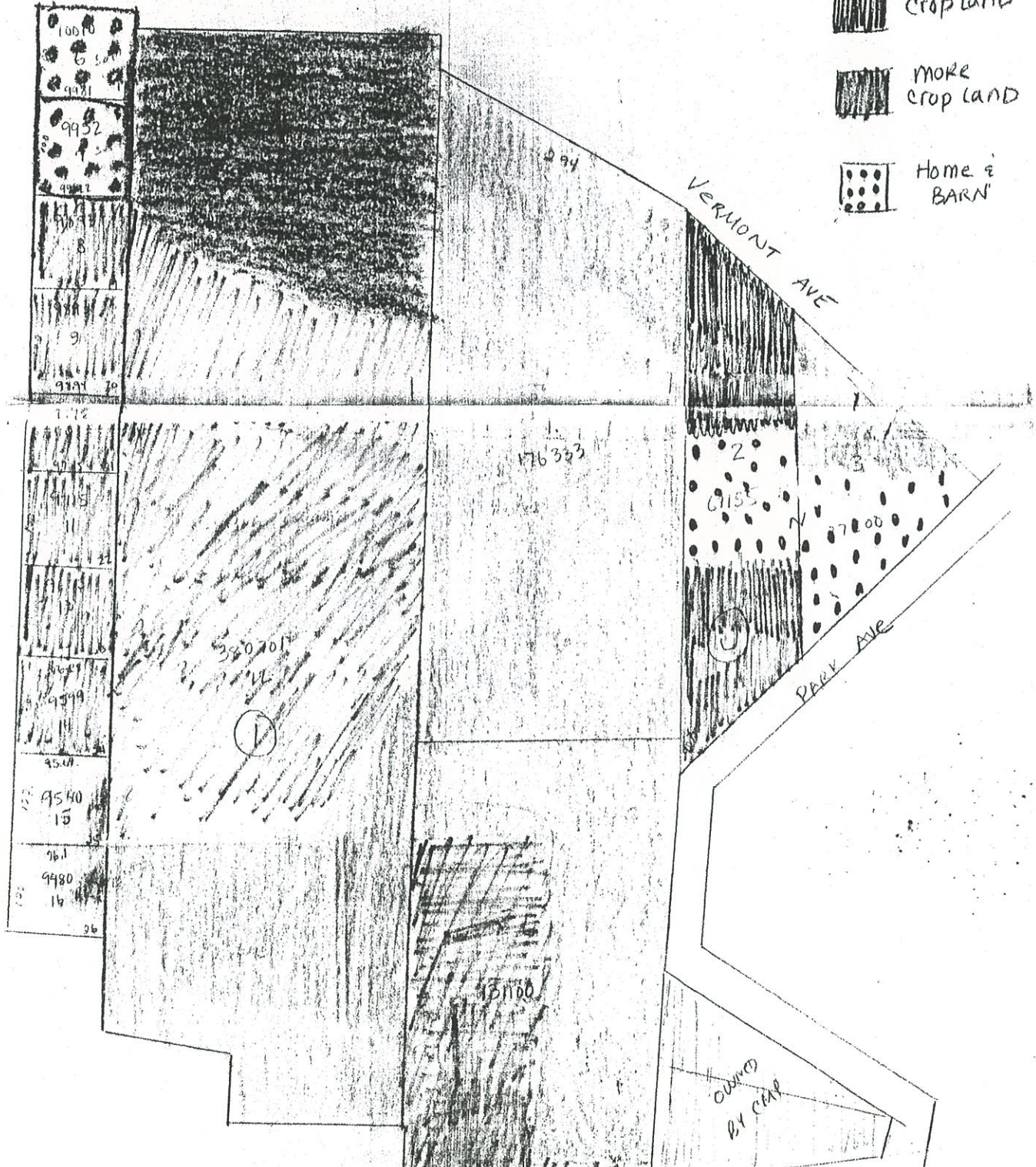
 SOFT WOOD

 SWAMP/BOG

 CROPLAND

 MORE CROPLAND

 HOME & BARN



Public Research Requested Printouts

Register of Deeds *Nancy A. Lane Register of Deeds*

The following items have been requested by:

1 1

Date/Time of Request	Data Set	Select Search Information	Cost	Print Type	# Pgs	Page Selection
Sep 05 17 02:58p	Real Property	Document #-53033 File Date-10-02-1986 Type-DEED Volume-07407 Page-127	1.00	Image	1	ALL PAGES
Sep 05 17 02:59p	Real Property	Document #-73224 File Date-12-21-1987 Type-DEED Volume-08113 Page-89	2.00	Image	2	ALL PAGES
Sep 05 17 03:00p	Real Property	Document #-6024 File Date-02-09-1990 Type-DEED Volume-09077 Page-333	1.00	Image	1	ALL PAGES
Sep 05 17 03:00p	Real Property	Document #-6025 File Date-02-09-1990 Type-DEED Volume-09077 Page-334	1.00	Image	1	ALL PAGES
Sep 05 17 03:02p	Real Property	Document #-62741 File Date-12-30-2014 Type-DEED Volume-32004 Page-150	1.00	Image	1	ALL PAGES
Sep 05 17 03:07p	Real Property	Document #-27038 File Date-06-14-1995 Type-DEED Volume-11962 Page-109	2.00	Image	2	ALL PAGES
Sep 05 17 03:08p	Real Property	Document #-61342 File Date-10-05-1992 Type-DEED Volume-10319 Page-68	2.00	Image	2	ALL PAGES
Sep 05 17 03:08p	Real Property	Document #-3876 File Date-01-24-1992 Type-DEED Volume-09877 Page-125	2.00	Image	2	ALL PAGES
			12.00			

053033

QUITCLAIM DEED

Maine Statutory Short Form

JACKSON & CASEY INC., a Maine Corporation with a place of business at Portland, County of Cumberland, and State of Maine, for consideration paid, grants to THOMAS COVINGTON JOHNSON, of Portland, with Quitclaim Covenants the land described as follows:

A parcel of land located at Peaks Island, Portland, Maine, consisting of several Lots identified on the City of Portland Tax Maps as follows:

Map 88 I Lots # 7, 8, 9, 10, 11, 13, 14, 15, 16, 22.
Map 88 J Lots # 1, 2, 3.

Together with personal property consisting of one septic tank truck, one septic pump, and one backhoe.

Being that property granted to Grantor herein by deed recorded at the Cumberland County Registry of Deeds at Book 3788, Page 175.

IN WITNESS WHEREOF, Edward L. Casey, as Grantor for Jackson and Casey Inc, does release all rights by descent and all other rights in the above described premises, have hereto set my hand and seal this day of September, 1986.

Robert L. Davis
Witness

Edward L. Casey
Edward L. Casey

President
Capacity of Signor

State of Maine,
Cumberland, SS

Personally appeared before me, the above named Edward L. Casey, acknowledged the foregoing instrument to be his free act and deed, and subscribed same.

Before me,

9-20-86
Date

RECEIVED
RECORDED REGISTRY OF DEEDS

1986 OCT -2 AM 10:15

CUMBERLAND COUNTY

James J. Walsh

Robert L. Davis
Notary Public/Attorney at Law
ROLAND F. BORRIS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 14, 1990

SEAL

00011361069

073224
QUITCLAIM DEED

Maine Statutory Short Form

CASEY and JACKSON CORP., a Maine Corporation of Portland, County of Cumberland, and State of Maine, for consideration paid, grants to THOMAS COVINGTON JOHNSON, of Peaks Island, and State of Maine, with Quitclaim Covenants the land described as follows:

Land located at Peaks Island, Portland, Maine, consisting of Lots identified on the City of Portland Tax Maps as follows:

Map 88 I Lot # 12; and Map 88 I Lot #6.

Excepting a portion of Lot 12, said portion being more particularly described as follows:

Beginning at an iron pipe located on the easterly sideline of Pleasant Avenue on Peaks Island, said pipe being at a point formed by the southwesterly corner of Lot #19 as designated on Block I of the said Assessor's Map Number 88 and the northwesterly corner of Lot #12 as designated on the said Block I;

thence southerly along the easterly line of Pleasant Avenue to the northwesterly corner of Lot 20 as designated on said Block I;

thence easterly following the northerly boundary line of the said Lot #20;

thence continuing in the same direction to a point two hundred (200) feet from the said northwesterly corner of the said Lot #20;

thence at a right angle northerly to the southerly boundary line of Lot #17 as designated on the said Block I;

thence westerly along the southerly boundary of Lots #17, 18 and 19 as designated on the said Block I to the point of beginning.

Being a portion of that property granted to Grantor herein by deed of Edward L. Casey and Catherine M. Casey dated December 26, 1975 and recorded at the Cumberland County Registry of Deeds on December 29, at Book 3788, Page 175.

OK 8113PG 0090

RECORDED
INDEXED
JAN 1 1988
NOTARY PUBLIC

IN WITNESS WHEREOF, Jackson and Casey Corp., as Grantor,
does release all rights by descent and all other rights in the
above described premises, have hereto set my hand and seal this
17th day of September, 1987.

Patricia M. McKeon
Witness

Edward L. Casey
Jackson and Casey Corp.
Edward L. Casey



President
Capacity of Signer

State of Maine,
Cumberland, SS

Personally appeared before me, the above named Edward L.
Casey in his capacity as President of Jackson and Casey
Corp., acknowledged the foregoing instrument to be his free act
and deed, and subscribed same.

Before me,

9/17/87
Date

Patricia M. McKeon
Notary Public/Attorney at Law

SEAL

PATRICIA M. McKEON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JULY 13, 1993

RECORDED - RECORD OF DEEDS

1987 DEC 21 AM 9:04

CUMBERLAND COUNTY
James E. Walsh

9077-6-333

006024

QUITCLAIM DEED
Maine Statutory Short Form

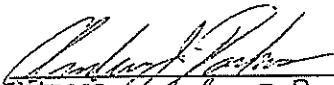
JACKSON and CASEY CORP., a Maine Corporation with a principal place of business at Peaks Island, Portland, County of Cumberland, and State of Maine, for consideration paid, grants to THOMAS COVINGTON JOHNSON, of Peaks Island, and State of Maine, with Quitclaim Covenants the land described as follows:

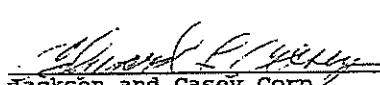
Land located at Peaks Island, Portland, Maine, consisting of Lots identified on the City of Portland Tax Maps as follows:

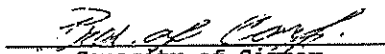
Map 88 I Lot # 12; and Map 88 I Lot #6, as described in a deed dated September 17, 1987 from the Grantor herein to the Grantee herein. Said deed is recorded at the Cumberland Registry of Deeds at Book 8113, Page 89.

The purpose of this deed is to correct the name of the Grantor which was transposed in the original deed above from Casey and Jackson Corp. to Jackson and Casey Corp.

IN WITNESS WHEREOF, Jackson and Casey Corp., as Grantor, does release all rights by descent and all other rights in the above described premises, have hereto set my hand and seal this 8th day of September, 1988.


Witness Andrew J. Doukas


Jackson and Casey Corp.
Edward L. Casey

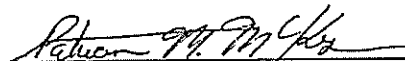

Capacity of Signer

State of Maine,
Cumberland, SS

Personally appeared before me, the above named Edward L. Casey in his capacity as President of Jackson and Casey Corp., acknowledged the foregoing instrument to be his free act and deed, and subscribed same.

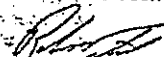
Before me,

9/8/88
Date


Notary Public/Attorney at Law

SEAL

RECEIVED
RECORDED REGISTRY OF DEEDS
1990 FEB -9 PM 1:05
CUMBERLAND COUNTY



8X9077PG0334

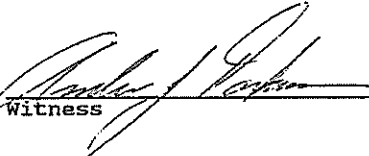
~~000024~~
006025

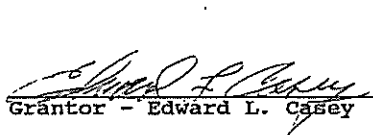
QUITCLAIM DEED
Maine Statutory Short Form

I, **EDWARD L. CASEY** of Portland, Cumberland County, and State of Maine, for consideration paid, grant to **THOMAS COVINGTON JOHNSON** of Peaks Island, Portland, Cumberland County, and State of Maine, with Quitclaim Covenants, a certain lot or parcel of land situated on Park Avenue, Peaks Island, Portland, Cumberland County, and State of Maine, consisting of 6,450 square feet, more or less, and described on the City of Portland Tax Assessor's Map as 88-C-6.

Grantor received title to the above by deed of even date from Jackson and Casey Corp., to be recorded prior to this deed.

WITNESS, my hand and seal this 8th day of September, 1988.


Witness

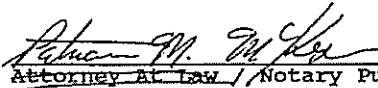

Grantor - Edward L. Casey

State of Maine,
Cumberland, SS

Personally appeared before me, the above named Edward L. Casey, and acknowledged the foregoing instrument to be his free act and deed, and subscribed the same.

Before me,

9/9/88
Date


Attorney At Law / Notary Public

SEAL

EDWARD L. CASEY
NOTARY PUBLIC
COMMISSION EXPIRES 09/15, 1993

RECEIVED
RECORDED REGISTRY OF DEEDS
1990 FEB -9 PM 1:06
CUMBERLAND COUNTY



RELEASE DEED
Maine Statutory Short Form

LAURIE JEAN WOOD, formerly known as **LAURIE JEAN JOHNSON**, of 26 Garfield St., Long Island, ME 04050, for consideration paid, **Releases to THOMAS COVINGTON JOHNSON**, of PO BOX 48, Peaks Island ME 04108, all of my right, title and interest in and to the following:

Certain lots or parcels of land on Peaks Island, Portland, Cumberland County, Maine, described as follows:

Lots 88-G-1, 2 as shown on City of Portland Tax Map 88, of approximately 1,700 square feet, on Vermont Avenue, Peaks Island, Portland Maine; and

Lot 88-H-5, as shown on City of Portland Tax Map 88, of approximately 30,500 square feet, on Vermont Avenue and Ballfield Road, Peaks Island, Portland Maine.

This release is given pursuant to a divorce judgment between the grantor and grantee.

WITNESS, my hand this 26 day of December, 2014.

[Signature]
Witness

[Signature]
Grantor - Laurie Jean Wood

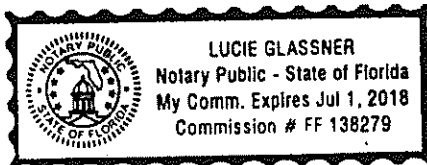
State of Florida
Martin, SS #
County

Personally appeared before me, Laurie Jean Wood, acknowledged the foregoing instrument to be her free act and deed, and subscribed her name above.

Before me,

12-26-14
Date

Lucie Glassner
Print Name - Seal or Stamp



Received
Recorded Register of Deeds
Dec 30, 2014 01:52:54P
Cumberland County
Pamela E. Lovley

27038

WARRANTY DEED
Maine Statutory Short Form

ISLAND BAY SERVICES, INC., a Corporation organized and existing under the laws of the State of Maine and having a place of business at Peaks Island, Portland, Maine, for consideration paid, **grants to THOMAS COVINGTON JOHNSON** of Park Avenue, Peaks Island, Portland, Maine with **Warranty Covenants**,

A certain lot or parcel of land northwesterly of Park Avenue and on the southeasterly side of Vermont Avenue on Peaks Island, in the City of Portland, County of Cumberland and State of Maine, and being further bounded and described as follows:

Beginning at an iron pipe on the southeasterly side of said Vermont Avenue at land now or formerly of one Clark; thence running southwesterly by the southeasterly side of said Vermont Avenue One Hundred Fifty and five-tenths (150.05) feet to an iron pipe set in the ground; thence by an included angle of 45 degrees 45 ' to the left running easterly Three Hundred Forty (340) feet more or less to an iron pipe set in the ground on the northwesterly side of the traveled way known as Highland Avenue; thence running in a general northeasterly direction by the northwesterly side of said Highland Avenue Two Hundred Fifty-One (251) feet, more or less, to the southerly line of land now or formerly of one Stockwell; thence running easterly by the southerly line of said Stockwell land and the southerly line of land now or formerly of one Russell and by the southerly line of land now or formerly of said Clark Four Hundred Eighty (480) feet, more or less, to the point of the beginning, said last described line making an included angle with the first line herein above described (the southwesterly line of Vermont Avenue) of 13 degrees 38'.

The above description is based in substantial part upon a plan entitled "Boundary and Topographic Survey of Land in Peaks Island, Portland, Maine" made for Steven J. MacIsaac by Lloyd E. Jones, RSL.

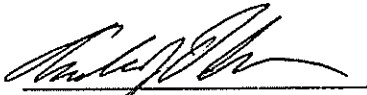
This conveyance is subject to the rights of others, if any, to travel across Midsummer Avenue, so called, being a "paper street" which may encroach the most southwesterly corner of the above described premises.

Also hereby conveying all of the Grantors' right title and interest in and to that portion of Highland Avenue from the southeasterly line of the above described premise to the centerline of Highland Avenue.

The above premises were conveyed to the Grantor herein by Warranty Deed of Steven J. MacIsaac and Kimberly A. MacIsaac dated September 30, 1992, and recorded in the Cumberland County Registry of Deeds at Book 10319, Page 71.

Also conveying an easement, in common with the grantor and others, to access the above described lot in the form of passage and repassage of pedestrian and vehicular traffic, which easement is more particularly described at in an easement deed from MacIsaac recorded at Book 10319, Page 67 of said Registry of Deeds.

WITNESS, my hand and seal this 13 day of June, 1995.


Witness

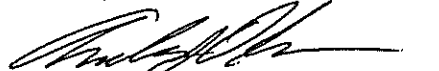
 President
Grantor - Thomas Covington Johnson
President, Island Bay Services, Inc.

State of Maine,
Cumberland, SS

Personally appeared before me, the above named Thomas Covington Johnson in his capacity as President of Island Bay Services, Inc., and acknowledged the foregoing instrument to be his free act and deed, and subscribed the same.

Before me,

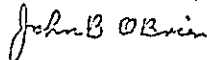
6-13-95
Date


Andrew J. Doukas, Attorney At Law

RECEIVED
RECORDED REGISTRY OF DEEDS

95 JUN 14 PM 1:48

CUMBERLAND COUNTY



KNOW ALL MEN BY THESE PRESENTS,

That We, Steven J. MacIsaac and Kimberly A. MacIsaac of Peaks Island, City of Portland, County of Cumberland, State of Maine, as joint tenants and not as tenants in common

in consideration of ONE (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATION

paid by ISLAND BAY SERVICES, INC., a Corporation organized and existing under the laws of the State of Maine and having a place of business at Peaks Island, City of Portland, County of Cumberland, State of Maine

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Island Bay Services, Inc., its heirs and assigns forever, the following certain lot or parcel of land:

A certain lot or parcel of land northwesterly of Park Avenue and on the southeasterly side of Vermont Avenue on Peaks Island, in the City of Portland, County of Cumberland and State of Maine and being further bounded and described as follows:

Beginning at an iron pipe on the southeasterly side of said Vermont Avenue at land now or formerly of one Clark; thence running southwesterly by the southeasterly side of said Vermont Avenue One Hundred Fifty and five-tenths (150.05) feet to an iron pipe set in the ground; thence by an included angle of 45° 45' to the left running easterly Three Hundred and Forty (340) feet more or less to an iron pipe set in the ground on the northwesterly side of the traveled way known as Highland Avenue; thence running in a general northeasterly direction by the northwesterly side of said Highland Avenue Two Hundred and Fifty-One (251) feet, more or less, to the southerly line of land now or formerly of one Stockwell; thence running easterly by the southerly line of said Stockwell land and by the southerly line of land now or formerly of one Russell and by the southerly line of land now or formerly of said Clark Four Hundred and Eighty (480) feet, more or less, to the point of beginning, said last described line making an included angle with the first line herein above described (the southwesterly line of Vermont Avenue) of 13° 38'.

The above description is based in substantial part upon a plan entitled "Boundary and Topographic Survey of Land in Peaks Island, Portland, Maine" made for Steven J. MacIsaac by Lloyd E. Jones, RLS.

This conveyance is subject to the rights of others, if any, to travel across Midsummer Avenue, so called, being a "paper street" which may encroach the most southwesterly corner of the above described premises.

Also hereby conveying all of the Grantors' right title and interest in and to that portion of Highland Avenue from the southeasterly line of the above described premises to the centerline of Highland Avenue.

Being that parcel of land described in the deed to the grantors herein from Kendra M. O'Connell and Kimberly A. MacIsaac dated August 4, 1989 and recorded in the Cumberland County Registry of Deeds Book 8879, Page 212.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Island Bay Services, Inc., its heirs and assigns, to it and its heirs and assigns, to it and its use and behoof forever.

And do Covenant with the said Grantee, its heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances: except as aforesaid; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, its heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Steven J. MacIsaac and Kimberly A. MacIsaac joining in this deed as Grantors, and relinquishing and conveying our rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 30th day of September, 1992.

Richard C. Bruns
Witness

Steven J. MacIsaac
Steven J. MacIsaac

Kimberly A. MacIsaac
Kimberly A. MacIsaac

SEAL

State of Maine
Cumberland, ss

September 30, 1992

Then personally appeared the above-named, Steven J. MacIsaac and Kimberly A. MacIsaac, and acknowledged the foregoing to be their free act and deed.

Before me,

Recorded
Cumberland County
Registry of Deeds
10/05/92 11:02:45AM
Robert P. Titcomb
Register

Richard C. Bruns
Attorney / Notary Public
RICHARD C. BRUNS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 19, 1993

Printed Name

QUITCLAIM DEED
With Covenant

Doc 3876 R 9877 P 125

Know all Men by these Presents,

That I, JULIE L. HOWISON, of Portland, County of Cumberland
and State of Maine,

in consideration of One Dolair (\$1.00) and other considerations

paid by ISLAND BAY SERVICES, INC., a Maine Corporation with a
principal place of business at Peaks Island, Portland, Maine,

whose mailing address is Pleasant Avenue, Peaks Island, Portland,
Maine 04108

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain,
sell and convey, and forever quitclaim unto the said ISLAND BAY SERVICES, INC.

its ~~successors and assigns forever,~~ successors and assigns forever,

A certain lot or parcel of land situated on the northerly side
of Brackett Avenue on Peaks Island in the City of Portland,
County of Cumberland and State of Maine, bounded and described
as follows:

All that certain lot or parcel of land shown as Lot Number 19,
Section C, on the copy of the Plan of Mary A. Brackett Estate
as recorded in the Cumberland County Registry of Deeds in
Plan Book 12, Page 101, and also designated as Lot 13, Block L,
Tax Map 88 of the tax maps of the City of Portland, Maine.

Meaning and intending to convey and hereby conveying the same
premises to the Grantor herein by deed of Philip H. Lord., Jr.,
et al., dated August 22, 1989, and recorded in said Registry of
Deeds in Book 8886, Page 316.

MAINE REAL ESTATE TAX PAID

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said ISLAND BAY SERVICES, INC.

its ~~heirs and assigns forever~~ successors and assigns forever,
 And I do covenant with the said Grantee, its succe-
 I shall and will warrant and defend the premises to the said Grantee, its succe-
 assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, I, the said JULIE L. HOWISON

and

~~husband, FERNAND A. MARTINEAU~~

joining in this deed as Grantor, ~~and my husband, FERNAND A. MARTINEAU~~
~~do hereby certify that~~ have hereunto set my hand and seal this 22nd
 month of January, A.D. 1992.

Signed, Sealed and Delivered
 in presence of

~~Fernand A. Martineau~~

~~Julie L. Howison~~
 JULIE L. HOWISON

Recorded
 Cumberland County
 Register of Deeds
 01/22/92 03:43:02PM
 Robert P. Titcomb
 Register

State of Maine, County of Cumberland ss. January 22, 1992
 Then personally appeared the above named JULIE L. HOWISON

and acknowledged the foregoing instrument to be her free act and deed.

Before me,

~~Fernand A. Martineau~~
 Notary Public
 Attorney at Law

Printed Name FERNAND A. MARTINEAU

NICHOLAS BULL P.C.

A Professional Corporation

COUNSELOR AND ATTORNEY AT LAW

Nicholas Bull
*Admitted in Maine
and New Hampshire*
Martindale-Hubbell Rating AV

Portland and Oxford County MAINE
Cell – 207-415-0713
nbullport@aol.com

Formerly a member with
Thompson, Bull, Bass
and MacColl
1970-2015

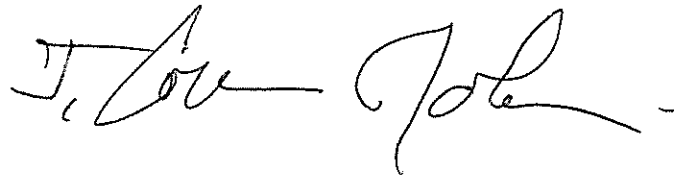
207-925-1325/All faxes 207-221-1824
693 Main Street, Lovell ME - P.O. Box 203 Center Lovell ME 04016

To the Portland Zoning Board of Appeals:

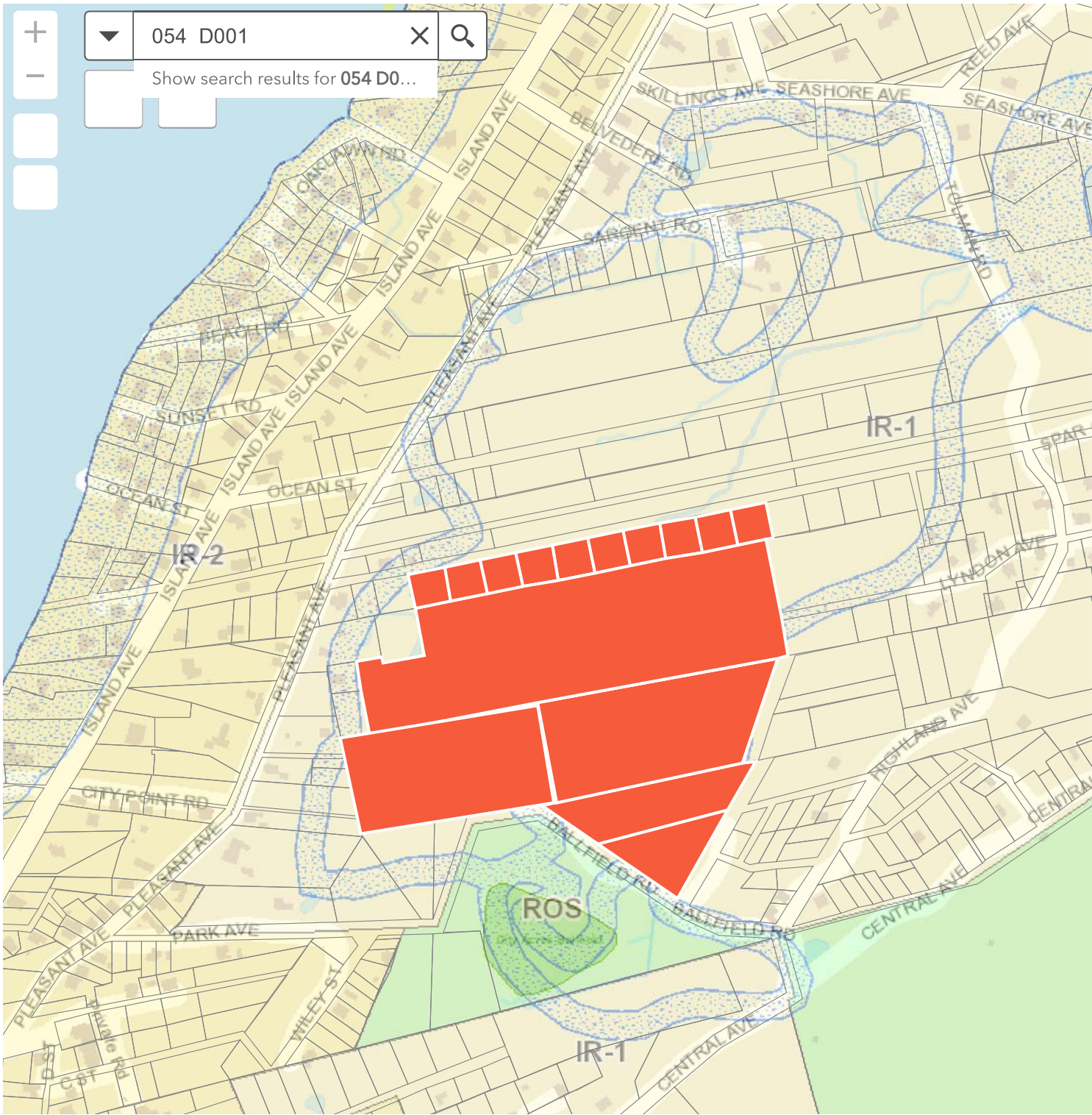
I hereby authorize Nicholas Bull to act on my behalf for my pending appeal.

Dated September 5, 2017

T. Covington Johnson and on behalf of Island Bay Services

A handwritten signature in black ink, appearing to read "T. Cov Johnson". The signature is fluid and cursive, with a horizontal line extending from the end.

37 & 90 Ballfield Rd, Peaks Island - Interpretation Appeal



Portland, Maine



Yes. Life's good here.

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:

Erik Zavasnik

NAME

EZ Spanish Immersions, LLC

BUSINESS NAME

PO Box 64, S. Freeport, ME, 04078

BUSINESS ADDRESS

207-650-1932

BUSINESS TELEPHONE & E-MAIL

Owner

APPLICANT'S RIGHT/TITLE/INTEREST

R5

CURRENT ZONING DESIGNATION

Subject Property Information:

79 Clinton st.

PROPERTY ADDRESS

136 B004001

CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (If Different)

ADDRESS (If Different)

xyzavasnik@gmail.com

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY

SECTION 14- 118(a)(5)

EXISTING USE OF THE PROPERTY:

Residential 3 unit (2 conforming, 1 non-conforming)

TYPE OF CONDITIONAL USE PROPOSED:

Residential 3 unit

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

DATE

7/25/16

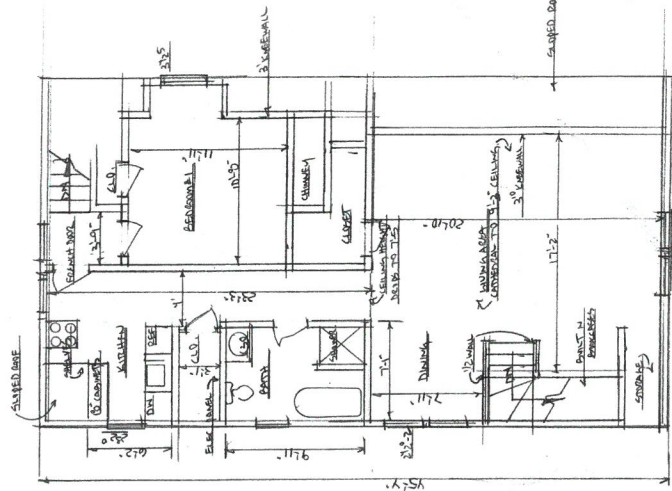
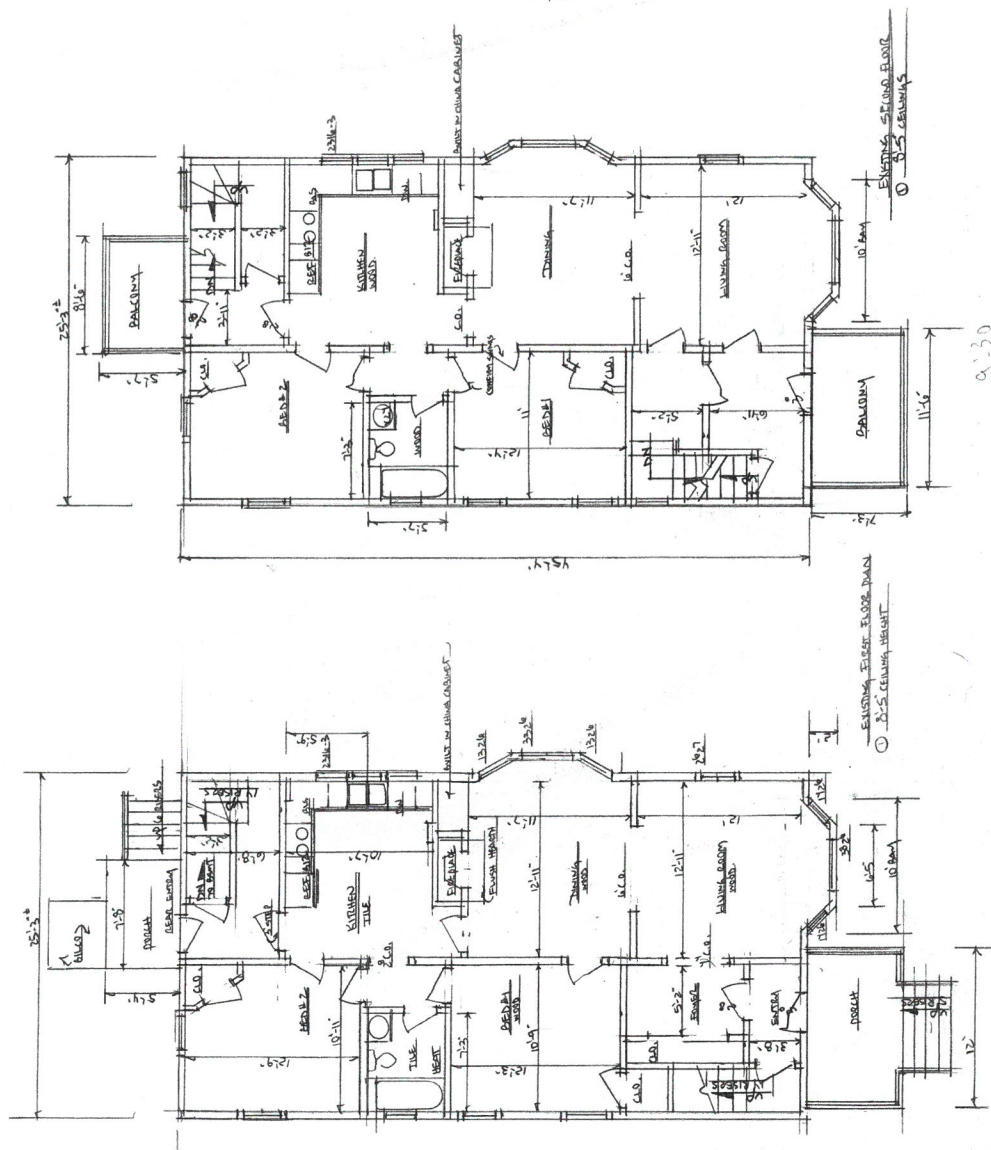
5. Use of space existing since September 3, 2008 to accommodate additional dwelling units under the following conditions:

- a. The space was added to the property in 1994-1995 (see attached permit).
- b. Unit is already existing, and will not be sold as a condominium or separated from the ownership of the building in any way.
- c. Unit currently rents for \$900/month (see attached lease). City of Portland Affordability Standards will be met through a recorded housing agreement.
- d. Unit has a square footage over the required minimum of 400 square feet (see attached line drawing). The unit was added in an unfinished attic in 1994-1995 (see attached permit)- no floor area was removed from any existing units.
- e. No modifications to existing structures are necessary.
- f. Parking is provided in attached driveway (see Lot plan).
- g. There are no open outside stairways or fire escapes. Unit has front and rear egress, front/rear fire doors, and conforms to all fire codes (inspected by Housing Safety Office 12/3/2016).
- h. No alterations or additions are necessary.

Standards:

1. There will be no increase in volume and type of vehicle traffic to be generated since the unit has been in existence since 1995.
2. There will be no change to sanitary conditions, noise, glare, dust, or sewage, since the unit has been in existence since 1995.
3. There will be no impact on surrounding properties, since the unit has been in existence since 1995.

Existing Floor Plans



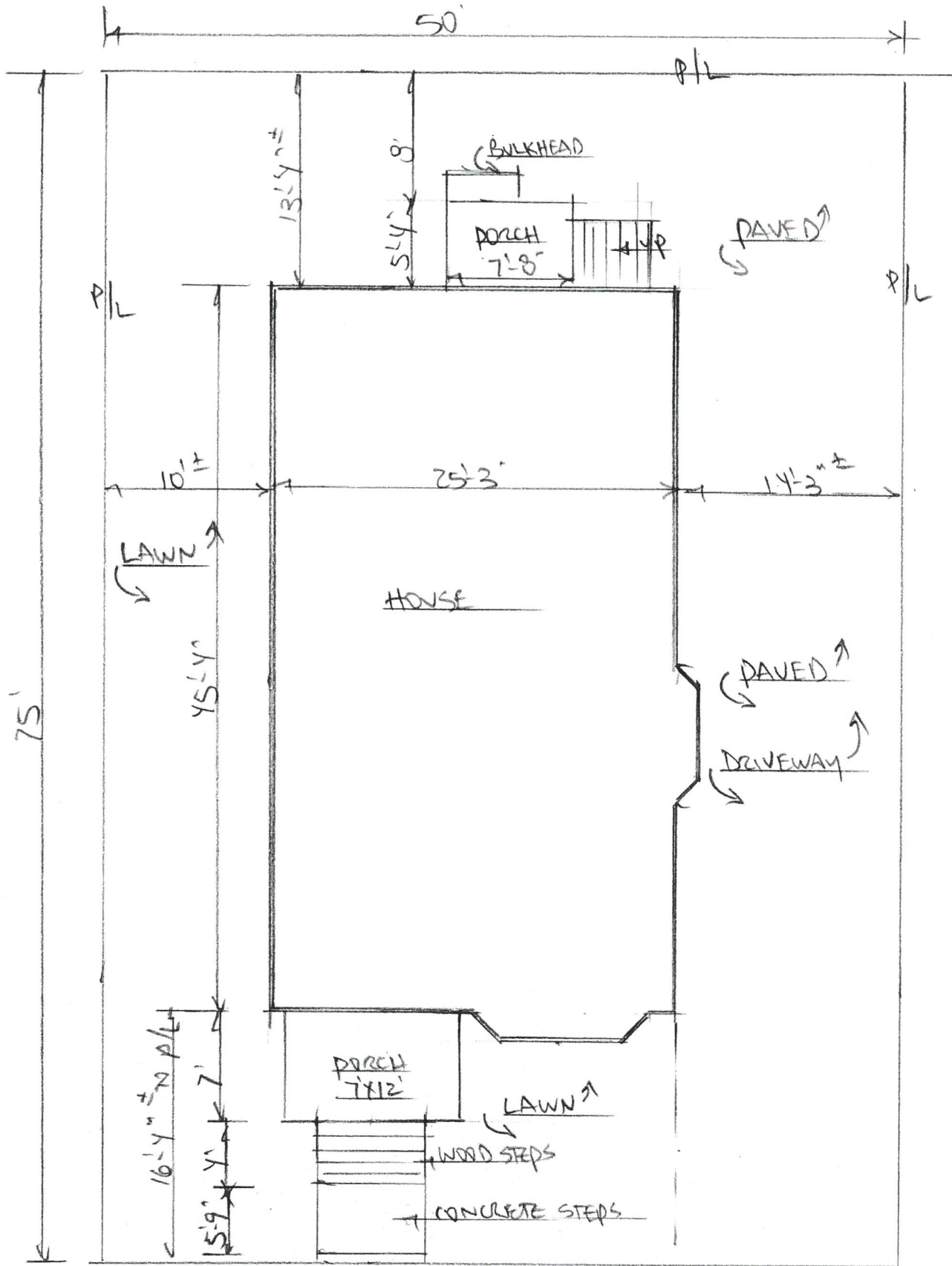
xy3avavsnik@gmail.com

650-1933

EXISTING PUNKS - 79 CLINTON ST.
PORTLAND, ME

ERIC ZAVASNIK
SCALE 11-1-0
D.A. W. Stanley
4/18/17

Plot Plan



CLINTON STREET

79 CLINTON ST.
SCALE 1/8" = 1'
7/29/17 W. Stanley

981132

Permit # _____ City of Portland BUILDING PERMIT APPLICATION Fee 40.00 Zone _____ Map # _____ Lot # _____
Please fill out any part which applies to job. Proper place must accompany form.

Owner: Sean Lyden

Address: 79 Clinton St Portland, ME 04103

LOCATION OR CONSTRUCTION 79 Clinton St

Contractor: David Shurtle

Address: _____

Proposed Use: 2-fam w/dormer

Building Dimensions: L: _____ W: _____ Total Sq. Ft. _____

Is Proposed Use: _____

Is Proposed Use: _____

Is Proposed Use: _____

Is Proposed Use: _____

CEC: 134-B-004

Proposed Use: _____

1. Type of Building: _____

2. Building Size: _____

3. Building Type: _____

4. Building Type: _____

5. Building Type: _____

6. Building Type: _____

7. Building Type: _____

8. Building Type: _____

9. Building Type: _____

10. Building Type: _____

11. Building Type: _____

12. Building Type: _____

13. Building Type: _____

14. Building Type: _____

15. Building Type: _____

16. Building Type: _____

17. Building Type: _____

18. Building Type: _____

19. Building Type: _____

20. Building Type: _____

21. Building Type: _____

22. Building Type: _____

For Official Use Only

Date: Dec 1, 1993

Issued For: _____

File Code: _____

Time Limit: _____

Estimated Cost: _____

Estimated Cost: _____

Estimated Cost: _____

Estimated Cost: _____

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Estimated Cost: _____

Callout:

1. Callout: _____

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22. Callout: _____

PERMIT ISSUED
WITH RECOMMENDATIONS

Signature of Applicant: _____

Signature of CEO: _____

Signature of CEO: _____

Signature of CEO: _____

Signature of CEO: _____

Signature of CEO: _____

Signature of CEO: _____

Signature of CEO: _____

Callout: _____

Callout: _____

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Callout: _____



WARRANTY DEED
Limited Liability Company Grantee

Know All by these Presents,

That I, James B. Yorke, of Portland, Maine, for consideration paid, grant to:

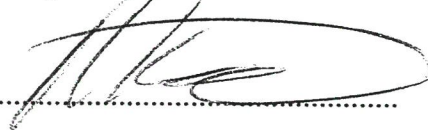
EZ Spanish Immersions, LLC

a limited liability company organized and existing under the laws of the State of Maine, of South Freeport, Maine, whose mailing address is: P.O. Box 64, South Freeport, Maine 04078, with warranty covenants, the land in Portland, County of Cumberland, and State of Maine, described as follows:

A certain lot or parcel of land, together with any buildings and improvements thereon, situated in the City of Portland, County of Cumberland, and State of Maine as set forth in Exhibit A attached hereto and made a part hereof.

Witness my hand and seal this 20th day of June, 2012

Signed, Sealed and Delivered
in presence of

.....


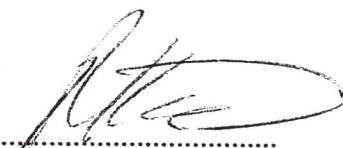
.....
James B. Yorke

State of Maine, County of Cumberland ss.

June 20, 2012

Then personally appeared the above named James B. Yorke and acknowledged the foregoing instrument to be his free act.

Before me,

.....

~~Attorney at Law/Notary Public~~

Printed Name *Ruth L. Buchanan*

EXHIBIT A
79 Clinton Street, Portland, Maine 04103

A certain lot or parcel of land, with the buildings thereon, 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 Clinton Street, a distance of fifty (50) feet westerly from the westerly side of Florence Street;

Thence from said point of beginning running westerly by Clinton Street, a distance of fifty (50) feet to a point;

Thence northerly at right angles to Clinton Street, a distance of seventy-five (75) feet to a point;

Thence easterly by land now or formerly of Pettingill, a distance of fifty (50) feet to land now or formerly of the Townsend Estate;

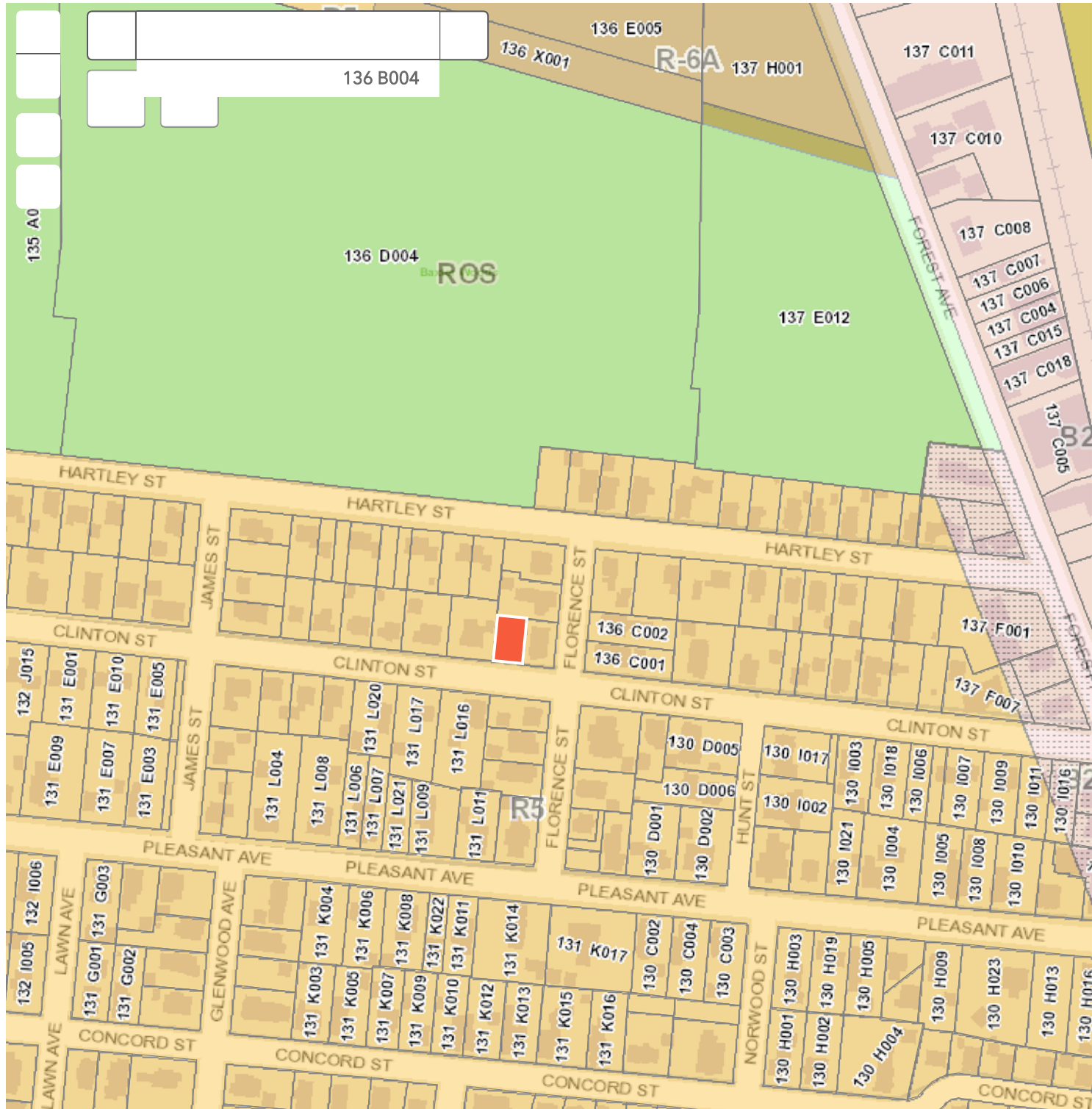
Thence southerly parallel to Florence Street, a distance of seventy-five (75) feet to the corner and point of beginning.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

This conveyance is made subject to real estate taxes for the current tax year, which the Grantee herein, by acceptance of this deed, assumes and agrees to pay.

Being the same premises conveyed to the Grantor herein by virtue of a warranty deed from Shawn P. Lyden dated March 15, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15381, Page 342.

79 Clinton St - Conditional Use



200ft

2,922,719.416 307,348.049 Feet

**JENSEN BAIRD
GARDNER HENRY**

Attorneys at Law

TEN FREE STREET
P.O. BOX 4510
PORTLAND, MAINE 04112-4510
(207) 775-7271 (Phone)
(207) 775-7935 (Fax)

www.jbgh.com

MERTON G. HENRY
KENNETH M. COLE III
NICHOLAS S. NADZGO
FRANK H. FRYE
MICHAEL A. NELSON
OF COUNSEL

RAYMOND E. JENSEN
(1908-2002)
KENNETH BAIRD
(1914-1987)
M. DONALD GARDNER
(1918-2003)

YORK COUNTY
OFFICE
11 MAIN STREET, SUITE 4
KENNEBUNK, MAINE 04043
(207) 985-4676 (Phone)
(207) 985-4982 (Fax)

DAVID J. JONES
RICHARD H. SPENCER, JR.
LAWRENCE R. CLOUGH
RONALD A. EPSTEIN
WILLIAM H. DALE
F. BRUCE SLEEPER
DEBORAH M. MANN
LESLIE E. LOWRY III
PATRICIA M. DUNN
MICHAEL J. QUINLAN
R. LEE IVY

NATALIE L. BURNS
SALLY J. DAGGETT
ROY T. PIERCE
BRENDAN P. RIELLY
NICHOLAS J. MORRILL
MARK A. BOWER
CHARLES M. KATZ-LEAVY
ALYSSA C. TIBBETTS
J. CASEY MCCORMACK
TUDOR N. GOLDSMITH

September 1, 2017

HAND DELIVERED

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

RE: 630 OCEAN AVENUE; VARIANCE APPEAL

Dear Board Members:

I am writing on behalf of my clients, Cedars Nursing Care Center, Inc. and JHA Assisted Living, Inc. (collectively, The "Cedars"). Enclosed please find eleven (11) copies of a variance appeal application with respect to property owned by The Cedars and located at 630 Ocean Avenue, which is designated by the City Assessor as Map 170, Block A, Lot 20 and Map 174, Block A, Lot 13 (the "Property"). The documents submitted herewith are in support of The Cedars' request for a variance from the height requirements for the R-3 and R-5 zoning districts contained in Sections 14-90(g) and 14-120(a)(7) of the Land Use Ordinance.

The Cedars seeks to expand its current facility to add 20 new beds and to reconfigure the existing facility so that all nursing care beds will be located in private rooms, which is not currently the case. The Cedars also seeks to add memory care services, which it does currently provide. This will allow The Cedars to provide a full continuum of care to current and future residents, as well as to allow family members needing memory care to remain on the same campus as their relatives who do not need such services.

The Cedars has operated in its current location since 1991. It provides housing and services to residents who are able to pay entirely from their own resources, as well as those who are funded through Medicare and Medicaid. It is part of The Cedars' mission to be able to provide services when residents are no longer able to privately pay for those services. This in turn requires a need for the continuum of care for all residents so that The Cedars will be sufficiently funded and will not have to turn away someone who no longer has an ability to pay.

~ Over 60 Years of Service ~

Jensen Baird
Gardner Henry

September 1, 2017
Page 2

Photographs of the Property are included, which show both the area to be developed and the existing buildings on the site. The existing Atrium building, which is 3 stories in height, was previously approved by the City without a variance, because the City determined that the roof fell within the mansard roof portion of the definition of height in Section 14-47. While we believe that the proposed new structure also falls within this definition, we are seeking a variance in case it is finally determined that the proposed roof is instead a pitched roof. If this determination is made, then the roof will exceed the 35-foot height limit for both the R-3 and R-5 zones by just under 7 feet.

For the reasons set forth in the enclosed application and supporting documentation, the Cedars respectfully requests that the Board grant its request for a variance from the above-referenced provisions. We look forward to meeting with you on September 21 to review this application.

Sincerely,



Natalie L. Burns

NLB/gw
Enclosures

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 Variance Appeal Application

Applicant Information:

Cedars Nursing Care Center, Inc.; JHA Assisted Living, Inc.
NAME

c/o Natalie L. Burns, Esq., Jensen Baird Gardner & Henry
BUSINESS NAME

10 Free Street, Portland, ME 04101
BUSINESS ADDRESS

(207) 775-7271; nburns@jbgh.com
BUSINESS TELEPHONE & EMAIL

Owner
APPLICANT'S RIGHT/TITLE/INTEREST

R-3, R-5
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:
Elderly housing and assisted living (continuum care).

Subject Property Information:

630 Ocean Ave.

PROPERTY ADDRESS

170-A-20; 174-A-13

CHART/BLOCK/LOT (CBL)

SAME

PROPERTY OWNER (If Different)

SAME

ADDRESS (If Different)

N/A

PHONE # AND E-MAIL

VARIANCE FROM SECTION 14- 90(g); 14-120(a)(7)

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.

Natalie L. Burns

SIGNATURE OF APPLICANT

September 1, 2017

DATE

ZONING BOARD OF APPEALS
Variance Appeal Application

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

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

Satisfied: _____ NOT Satisfied: _____

Reason & supporting facts:

2. The need for a variance is due to the unique circumstances of the property and NOT to the general conditions of the neighborhood.

Satisfied: _____ NOT Satisfied: _____

Reason & supporting facts:

ZONING BOARD OF APPEALS
Variance Appeal Application

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

Satisfied: _____ NOT Satisfied: _____

Reason & supporting facts:

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

Satisfied: _____ NOT Satisfied: _____

Reason & supporting facts:

1. The land in question cannot yield a reasonable return unless a variance is not granted.

The existing land is developed as a facility for elderly living that accommodates several levels of care, including independent living, assisted living, long-term care and rehabilitative care. To remain viable as a facility dedicated to the elderly living, the facility must adapt to the marketplace expectations, evolving care models and expand the continuum of care to include assisted living for memory care.

In order to remain viable and marketable, the facility must adapt and transform with the care expectations of the occupants and their caretakers. There are three important drivers that The Cedars must meet: 1) current and future residents' desires to occupy private rooms in both the short-term stay rehabilitation setting as well as in long-term nursing care; 2) current and future residents' desires to live in a home-like setting (the Household Model) as opposed to an institutional skilled nursing facility; 3) current and future residents' desires to have a Household that can accommodate the needs of the memory impaired so that residents do not have to leave The Cedars as a result of memory impairment. The third driver is especially important when it comes to the desires of couples in which one spouse may have memory loss while the other does not. The Cedars wants to make sure that those couples can continue to live together on the same campus, which currently is not possible.

Satisfying these three key drivers is essential for The Cedars to be able to remain in the market, attract residents, maintain occupancy, and continue to fulfill The Cedars' non-profit mission of subsidizing those residents who do not have private resources and rely on Medicaid.

The Household Model concepts will be applied to both the existing nursing building and the new buildings. Each Household has private resident rooms that are segmented into uniquely individualized households of twenty residents, complete with separate entry, living room, dining room, kitchen and gathering spaces. While there are the typical spaces as required by regulations, such as clean and soiled utility, charting room,

medication preparation, spa, storage, etc., the floor plan is arranged so that it does not just feel like home; it is home.

The Household Model is not just an architectural solution, it is also an operational and cultural change that puts residents back in the driver's seat of their own lives. The Household Model provides a homey physical environment where residents choose simple things like when they awaken, what they eat, and how they spend each day. While this may sound normal, many people are shocked to learn that institutional nursing home residents have almost no choice or control over how life unfolds. The Household Model returns to its residents the freedoms, choices, and spontaneity that we all take for granted.

The current site has 60 independent living apartments, 30 assisted living apartments and 102 licensed nursing care beds, and in the aggregate, represents a significant investment in the site, facilities and staffing. The site could not viably be adapted to other uses because of the specific nature of the uses for which the buildings are designed. Under the proposed expansion, only 20 new beds will be added, but all will be in private rooms, resulting in the relocation of beds.

The 10-acre site is configured so that the existing structures are at the center of the site and are interconnected and the parking and access is around the perimeter of the site. The site also contains several large areas of protected wetland that constrain the site development.

The building program for the site includes the renovation of the existing Hoffmann long term care facility into single occupancy rooms and the creation of three households within the existing building. This will displace 40 beds from the existing Hoffman facility, which will be put in a new building that will require two households with 20 beds each. In addition, an assisted living – memory care unit configured in a household model will be added to meet the needs of elders and to extend the care offered at the facility. It is critical to the development plan and financial performance that 3 Households are built on the site. Without 3 Households, none of the key drivers can be

met. If the development included just 2 Households, then the plan would not function financially or meet the needs of the residents. If only 2 Households were constructed, then there are two possible scenarios:

Scenario 1: 2 Long-term Care Households

- Would not deliver the needed assisted living memory care Household.
- Because the new Households are not adding beds, but are merely replacing existing beds, the revenue generated from these Households would not pay for the debt required to build them; the assisted living memory care rooms are critical as they will generate additional revenue to help fund the Project.

Scenario 2: 1 Long-term Care Household; 1 Assisted Living Memory Care Household

- Would not create enough nursing private rooms and would put The Cedars in a perilous market position.
- Would jeopardize the ability to renovate the existing building into the Household Model because there wouldn't be enough space for residents to move during the renovation.
- Would create an unsatisfactory financial outcome and operating outcome – can't generate enough revenue from 2 Households and would force The Cedars to operate some long-term care as a Household and the existing building as an institutional nursing home.

Each Household requires a floor area of approximately 14,000 to 15,000 square feet and it is critical to the care delivery model to have each Household as a distinct entity. A Household cannot be split between two floors because of accessibility for residents and the staffing of the Household. It would be problematic if residents had to get on an elevator for some services, such as meals, and staff would be required to attend to residents in the elevator. In addition, the single-floor concept supports the household concept because all residents are in the same area and not divided by floor. This means that there would have to be either a 3-story 15,000 square foot building or a 2-story building with a 30,000 square foot footprint on the first floor and 15,000 square feet on the second floor.

The existing site will only accommodate a single 15,000 square foot footprint while still accommodating the parking and access for the facility and respecting the wetland preservation areas on the site. In order to carry out the vital building program, the new facility needs to be a three story building. The design of the building will have a floor to floor height of 12 feet to accommodate the structural spans and mechanical equipment for the building. Because the structure is meant to be consistent in appearance with a residential use rather than an institutional-style structure, the architectural features will include a partial sloped roof to convey the residential scale and feeling to the building. The other buildings on the campus have similar roof features and will tie into the overall campus. The Atrium building on campus is three stories and was determined to meet the 35-foot height limit because it had a mansard roof.

2. The need for a variance is due to unique circumstances of the property and not to the conditions of the neighborhood.

The need for the variance stems from the unique characteristics at the site. The core of the site is developed with the existing facility and the perimeter of the site contains the supporting parking and access infrastructure. Several of the remaining undeveloped portions of the site contain wetlands that have preservation easements as part of the mitigation for prior wetland impacts at the site. These wetland preservation areas also serve as stormwater treatment for runoff from developed portions of the site. The one remaining area on the site without constraints, that is large enough to accommodate the 15,000 square foot building footprint, is at the corner of Ocean Avenue and Rainbow Mall Road. Because there is only one location large enough to support the 15,000 square foot footprint, there must be a three story building to support the vital building expansion.

The unique conditions of the site include the wetland areas that are the main reason for the variance. The neighborhood is both residential and commercial in character.

Another factor for the variance is that if The Cedars put a second building footprint on existing parking areas (the only other place the building could go), the only way to

replace that parking and accommodate new required parking would be with underground parking under the new building. Because of the ledge on the site, as well as the costs to create the underground parking, there is no conceivable way to accomplish it.

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

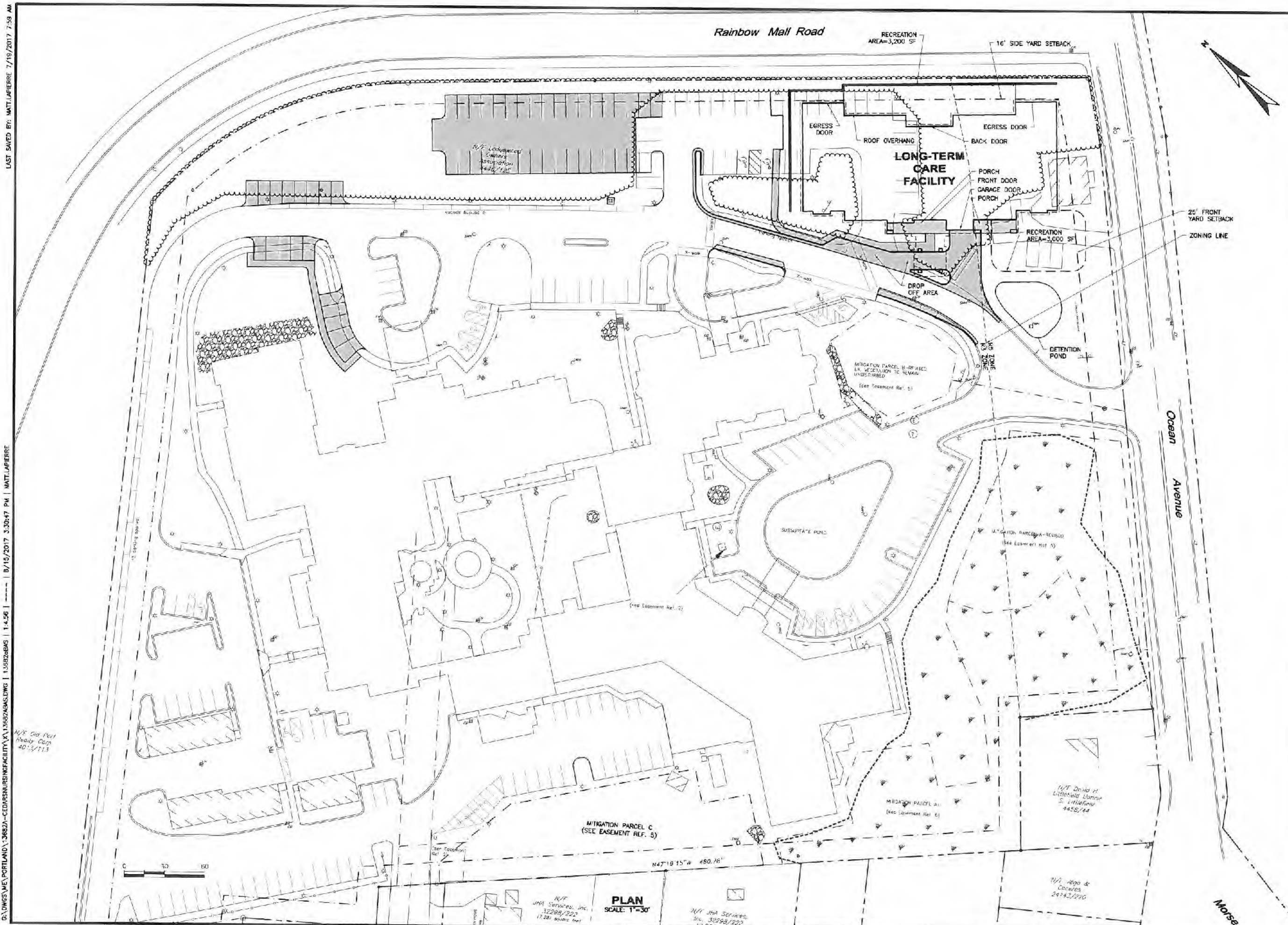
The site has been used as an institutional elder care facility since August 11, 1991 with the opening of the Hoffman building. The area includes single- and multi-family residential uses and public building including a fire station and a former school building as well as commercial buildings on Rainbow Mall Road. The Cedars facility has been part of the neighborhood for over 25 years and the additional building will not alter the essential character of the locality.

The design of the building will have residential elements including a sloped roof, which is a prevalent building element in the local area. Without the sloped roof element, the building would be out of character with both the existing buildings on the Cedars campus and the building form in the local area and would have a more institutional appearance. The sloped roof element is essential from a number of perspectives. These include the fit within the local area and campus and assists in the marketability of the facility, which is essential to the viability of the project and site. The building's appearance is a factor in attracting residents to the facility.

The household model of care is conceptually closer to residential uses than an institutional care model and the building architecture will reflect the household care model with residential details and construction finishes. One of the essential elements of the residential character of the building is the sloped roof feature. Without this feature the building will lose much of the residential character to the potential detriment of the aesthetics in a particularly visible location on the campus, which could result in a change to the essential character of the locality.

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

The hardship is due to the constraints of the site including wetlands. The change in care delivery model is a primary driver of the need for the additional building and market requirements for the expanded continuum of care and private rooms are not caused by the applicant but are driven by outside market and care model changes. In order to remain a viable elder care institution, the facility must adapt to the market demands and operate at a scale that creates an efficient and long term sustainable business. Even though the facility operates as a non-profit facility, the business must be sustainable with the income supporting the operation of the facility, including the provision of care to those residents who are funded through Medicaid.



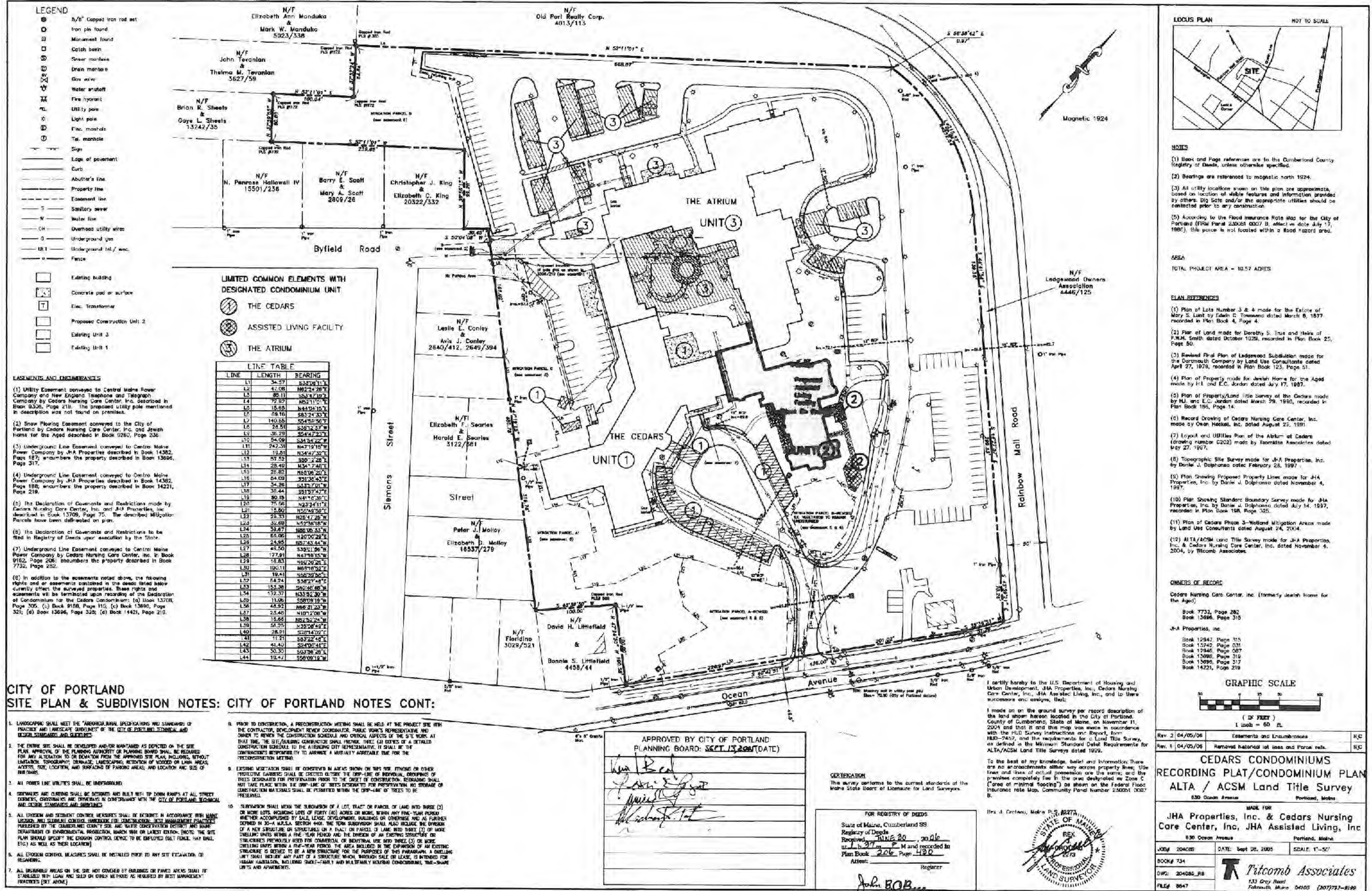
WRIGHT-PIERCE
Engineering a Better Environment

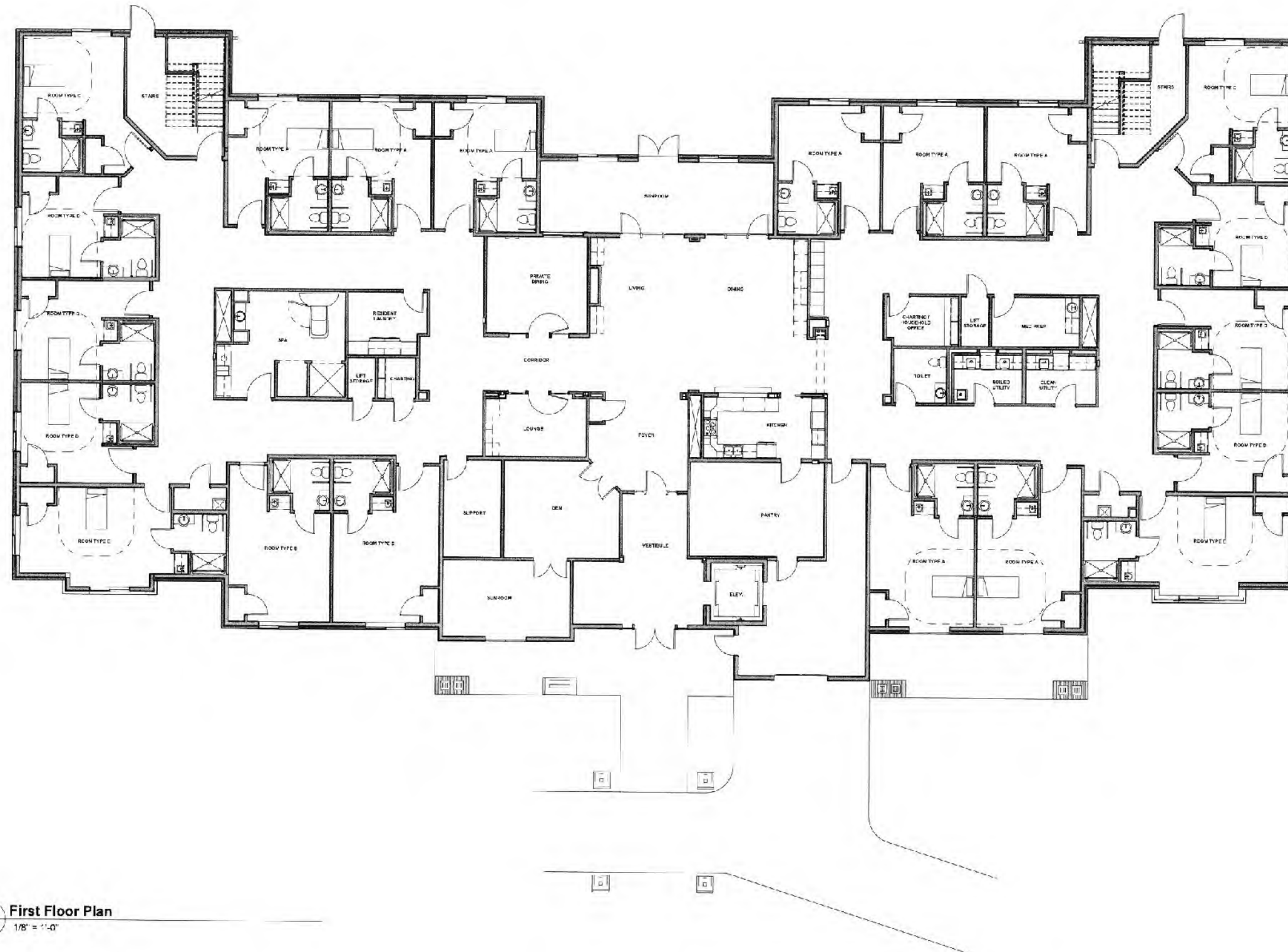
Offices Throughout New England
888.621.8156 | www.wright-pierce.com

THE CEDARS
LONG-TERM CARE FACILITY
PORTLAND, ME

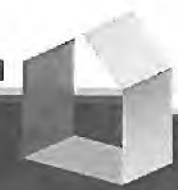
SKETCH PLAN

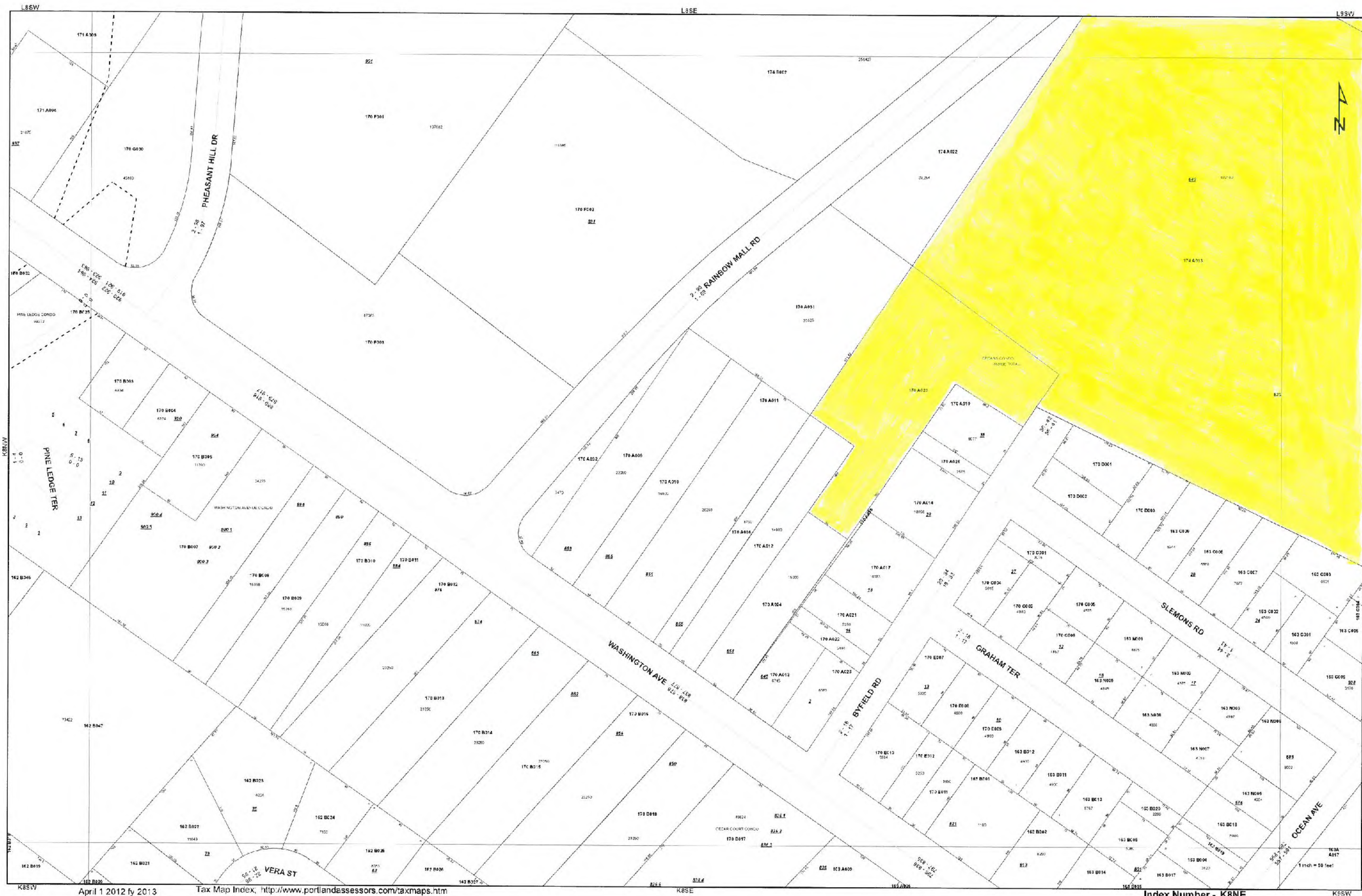
DRAWING
C-01

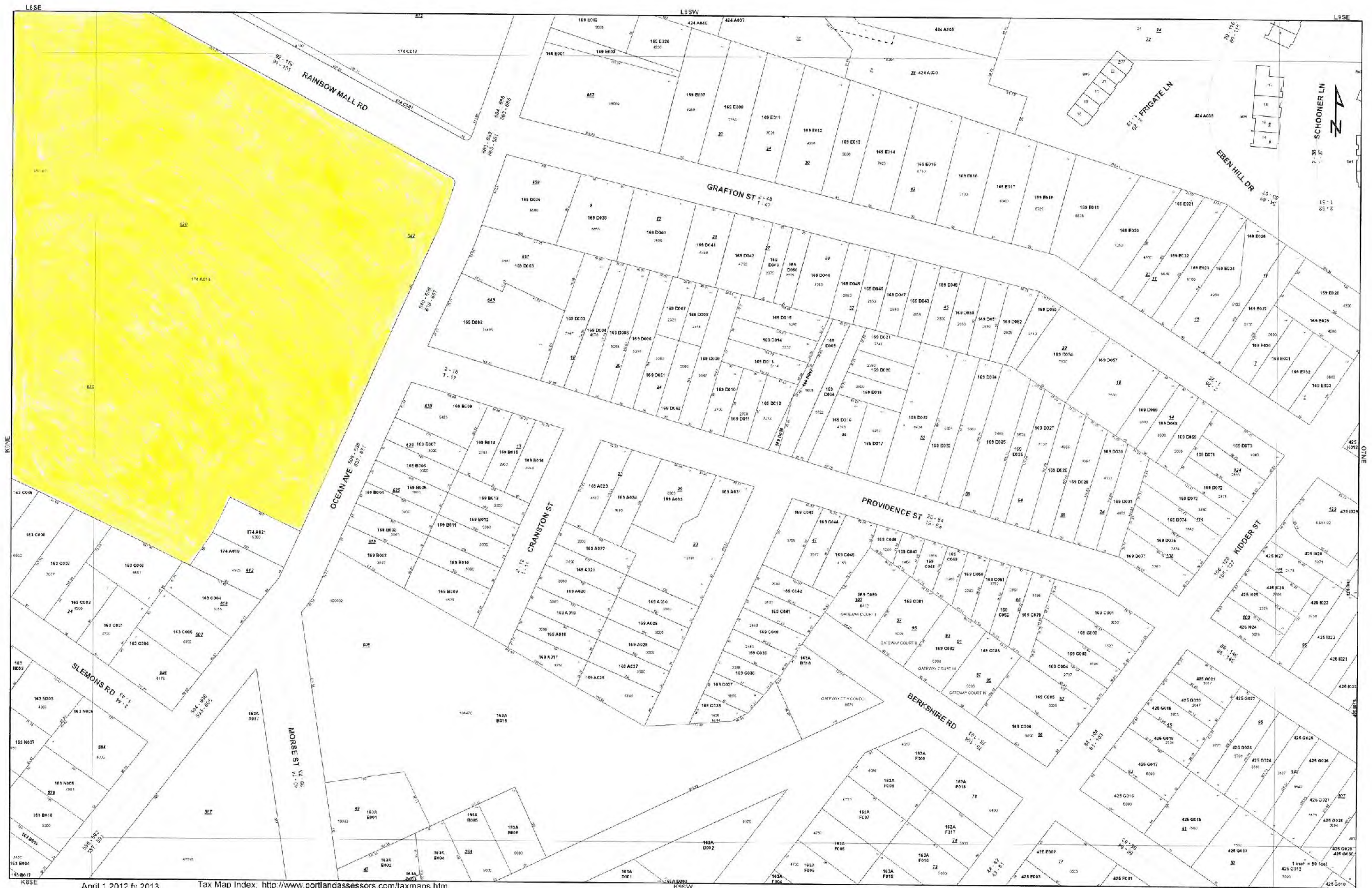




1 First Floor Plan
SD2 1/8" = 1'-0"











1 East Elevation
SD4 1/8" = 1'-0"



2 West Elevation
SD4 1/8" = 1'-0"

ELEVATION MATERIAL LEGEND

WALL MATERIALS

BRICK VENEER

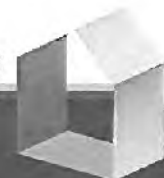
CEMENT BOARD LAP SIDING

CEMENT BOARD VERTICAL SIDING

ROOFING MATERIALS

ARCHITECTURAL ASPHALT SHINGLES

STANDING SEAM METAL ROOFING





2 South Elevation SD
SD3 1/8" = 1'-0"



1 North Elevation SD
SD3 1/8" = 1'-0"

ELEVATION MATERIAL LEGEND

WALL MATERIALS

- BRICK VENEER
- CEMENT BOARD LAP SD 002
- CEMENT BOARD VERTICAL SD 003

ROOFING MATERIALS

- ARCHITECTURAL ASPHALT 01000.00
- STANDING SEAM METAL 00200.00





Looking Southeast along entrance drive, site is on left.



Building Site looking from entrance drive to the north. The building will occupy the parking lot.



Looking to the Northeast from the entrance drive. The building will overlap the rear portion of the white building.



The front portion of the parking lot will be taken up with the building. The rear portion will remain.



Looking to the Northwest towards the parking lot from next to the white building to where the proposed structure will be located.





THE
HOFFMAN
CENTER

Dedicated by
Sylvia B. and Dr. Alvin A. Hoffman, M.D.



8K13696G315

017153

**SHORT FORM QUITCLAIM DEED
WITH COVENANT**

KNOW ALL PERSONS BY THESE PRESENTS, that JHA SERVICES, INC., a Maine nonprofit corporation with a place of business in Portland, Maine, FOR CONSIDERATION PAID, grants to CEDARS NURSING CARE CENTER, INC., a Maine nonprofit corporation whose mailing address is 630 Ocean Avenue, Portland, Maine 04103, WITH QUITCLAIM COVENANT, certain real property located in Portland, Cumberland County, Maine, more particularly described below:

A certain lot or parcel of land situated on the northwesterly side of Ocean Avenue (but not adjacent thereto) in Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at an angle point in the southerly line of land described in the deed of Cedars Nursing Care Center, Inc. to JHA Services Inc. dated May 25, 1990 and recorded in Cumberland County Registry of Deeds in Book 9188, Page 115; at a point located N34°-30'-33"W, 164.30 feet from a railroad spike in the said northwesterly sideline of Ocean Avenue at the beginning point in the said deed from Cedars Nursing Care Center, Inc. to JHA Services Inc.;

Thence along land now or formerly of Cedars Nursing Care Center, Inc. and along the said southerly line of JHA Services Inc. by the following two (2) courses and distances N69°-03'-11"W, 200.82 feet; and thence N56°-15'-31"W, 107.14 feet;

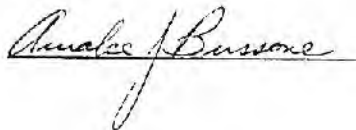
Thence along remaining land of the grantor herein, JHA Services Inc., by the following seven (7) courses and distances: N33°-51'-03"E, 14.07 feet; thence S56°-08'-57"E, 34.35 feet; thence N33°-51'-03"E, 16.00 feet; thence S56°-08'-57"E, 39.15 feet; thence N33°-51'-03"E, 22.39 feet; thence S56°-08'-57"E, 79.32 feet; and thence S53°-19'-22"E, 150.26 feet to the point of beginning. Containing 8698 square feet more or less.

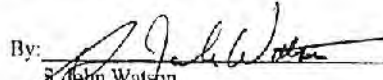
Bearings are referenced to the 1924 magnetic meridian. Being a portion of the premises described in the deed of Cedars Nursing Care Center Inc. to JHA Services Inc. recorded in said Registry in Book 9188, Page 115.

IN WITNESS WHEREOF, JHA Services, Inc., the Grantor, has caused this instrument to be executed by S. John Watson, its duly authorized Chief Financial Officer, this 27th day of March, 1998.

WITNESS:

JHA SERVICES, INC., Grantor



By: 
S. John Watson
its Chief Financial Officer

BK 13696PG316

STATE OF MAINE
CUMBERLAND, SS.

March 17, 1998

Personally appeared the above-named S. John Watson, Chief Financial Officer of JHA Services, Inc., 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 nonprofit corporation.

Before me,

AURALEE J. BUSSONE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JULY 31, 1998

Auralee J. Bussone
Notary Public/Attorney-at-Law

Print Name: _____

My commission expires: _____

SEAL

F:\WPDOC\SWA\54335\SVS\FCCD.DED

2

RECEIVED
MAINE DEPT. OF REVENUE

1998 MAR 27 PM 4:00

CUMBERLAND COUNTY

John B. O'Brien

QUIT CLAIM DEED WITH COVENANT

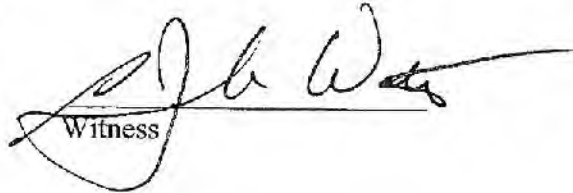
KNOW ALL MEN BY THESE PRESENTS, that, JHA PROPERTIES, INC., a Maine non-profit corporation with a principal place of business in Portland, Cumberland County, Maine, for consideration paid grants to JHA ASSISTED LIVING, INC., a Maine non-profit corporation having a mailing address of 630 Ocean Avenue, Portland, Maine 04103, WITH QUIT CLAIM COVENANT its 66.4% (Sixty-Six and Four Tenths Percent) tenancy-in-common interest in the following described property:

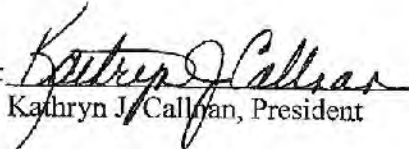
SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN

WITNESS my hand and seal this 27th day of September, 2006.

Signed, Sealed and Delivered
in the presence of

JHA PROPERTIES, INC.


Witness

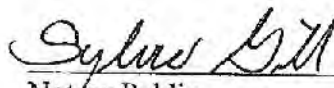
By: 
Kathryn J. Callnan, President

State of Maine
County of Cumberland

September 27, 2006

Personally appeared the above-named Kathryn J. Callnan, President, of JHA Properties, Inc., duly authorized, and acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of JHA Properties, Inc.

Before me,


Notary Public
Print Name:
Commission Expires:

SYLVIA GILL
Notary Public, Maine
My Commission Expires October 21, 2013

MAINE REAL ESTATE TAX PAID

EXHIBIT A

The Unit ("Unit") designated as Number 2 of the Cedars Condominiums located at 630 Ocean Avenue, Portland, Cumberland County, Maine, ("Condominium") created pursuant to the provisions of the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, and set forth in Declaration of Cedars Condominiums, dated as of June 30, 2006, and recorded in Cumberland County Registry of Deeds in Book 24129, Page 276, as may be amended, and shown on the related plats and plans recorded in Plan Book 206, Page 430. The Unit is subject to and has the benefit of the Declaration, the Plats, Plans and the Act which are incorporated herein by reference, to which reference is hereby made for a more particular specification of the definition, location and description of the real property hereby conveyed and of the rights, obligations, easements, development rights, special Declarant rights, restrictions, covenants and conditions pertaining thereto.

Received
Recorded Register of Deeds
Oct 10:2006 11:34:34A
Cumberland County
John B O'Brien

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that JHA Properties, Inc., a Maine nonprofit corporation, of Portland, County of Cumberland, and State of Maine, for consideration paid, grants to JHA Assisted Living, Inc., a Maine nonprofit corporation organized and existing under the laws of the State of Maine, and having its principal place of business at Portland, in the County of Cumberland, and State of Maine, whose mailing address is 630 Ocean Avenue, Portland, Maine, with **WARRANTY COVENANTS**, the land in Portland, County of Cumberland, State of Maine, described as follows: The Unit ("Unit") designated as Number 3 of the Cedars Condominium located at 630 Ocean Avenue, Portland, Cumberland County, Maine, ("Condominium"), together with the Unit's undivided percentage interest in the Common Elements of the Condominium as set forth in the Declaration, created pursuant to the provisions of the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, and set forth in Declaration of Cedars Condominiums, dated as of June 30, 2006 and recorded in Cumberland County Registry of Deeds in Book 24129, Page 276, as may be amended, and shown on the related plats and plans recorded in Plan Book 206, Page 430. The Unit is subject to and has the benefit of the Declaration, the Plats, Plans and the Act which are incorporated herein by reference, to which reference is hereby made for a more particular specification of the definition, location and description of the real property hereby conveyed and of the rights, obligations, easements, development rights, special Declarant rights, restrictions, covenants and conditions pertaining thereto.

IN WITNESS WHEREOF, it, the said JHA Properties, Inc., has caused this deed to be signed and sealed in its corporate name by Kathryn Callnan, its President/Chief Executive Officer, thereunto duly authorized, this 1st day of May, 2014.

WITNESS:

JHA Properties, Inc.

Received
Recorded Register of Deeds
May 06, 2014 09:12:50A
Cumberland County
Pamela E. Lovley

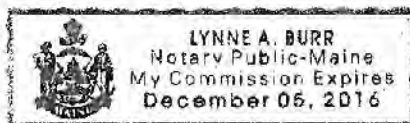
Kathryn Callnan

By: *Kathryn Callnan*
Name: Kathryn Callnan
Title: President/Chief Executive Officer

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

May 1, 2014

Then personally appeared the above named Kathryn Callnan, President/Chief Executive Officer of said Corporation, 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 Corporation, before me,



[Signature]
Attorney at Law/Notary Public

SEAL



630 Ocean Avenue, Portland, ME 04103
phone: 207-221-7000 / fax: 207-772-6038
www.thecedarsportland.org



Ann Machado, Zoning Administrator
City of Portland
389 Congress Street
Portland, Maine 04101

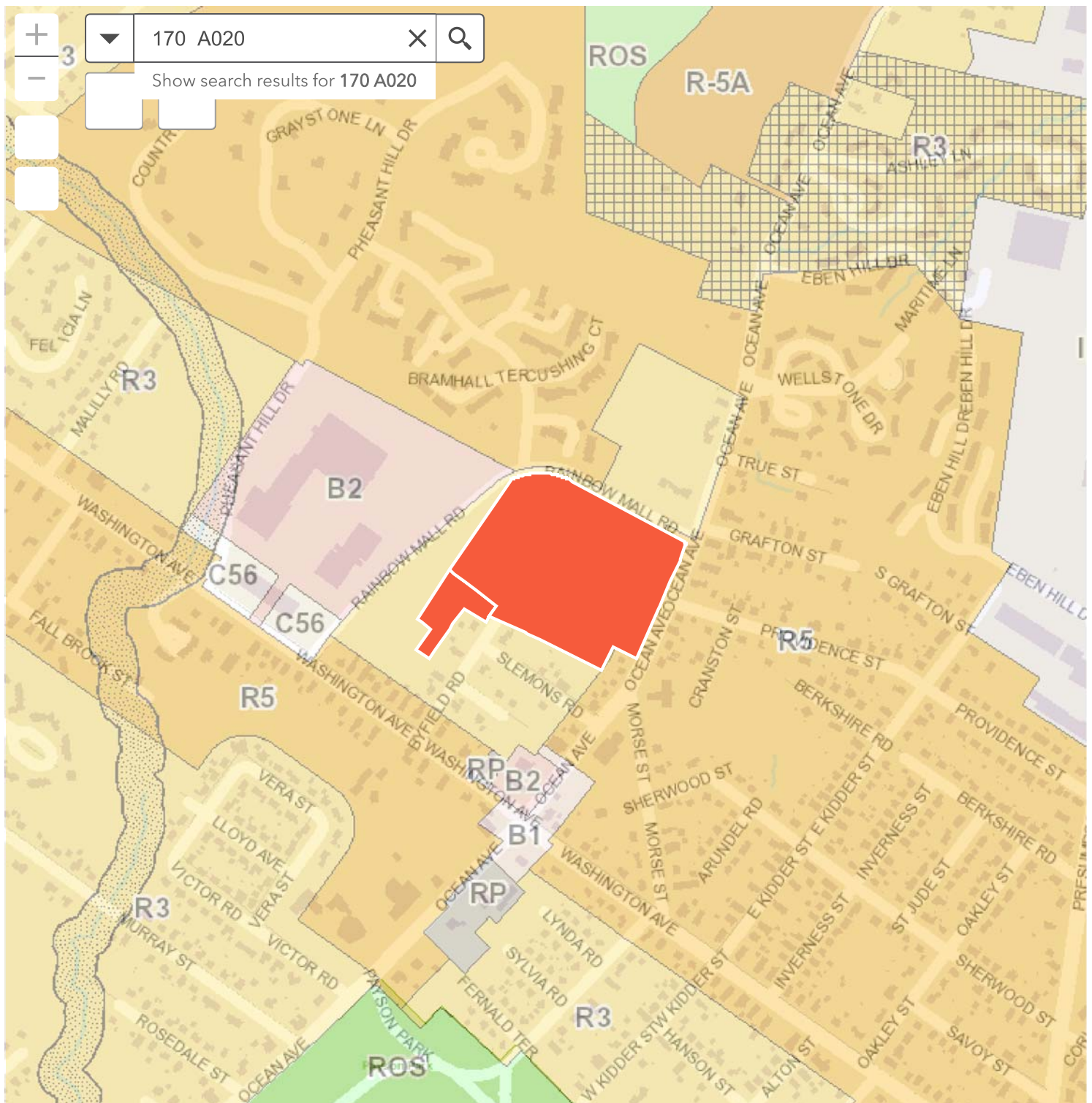
Re: Variance Application by JHA Assisted Living, Inc. and Cedars Nursing Care Center,
Inc., 630 Ocean Avenue

Dear Ann:

This letter will confirm that Natalie Burns of Jensen Baird Gardner & Henry is authorized to represent JHA Assisted Living, Inc. and Cedars Nursing Care Center, Inc., collectively known as The Cedars, before the Zoning Board of Appeals in the variance application for the property located at 630 Ocean Avenue.

Sincerely,

630 Ocean Ave - Hardship Variance



600ft

2,931,844.696 313,025.088 Feet

**JENSEN BAIRD
GARDNER HENRY**

Attorneys at Law

TEN FREE STREET
P.O. BOX 4510
PORTLAND, MAINE 04112-4510
(207) 775-7271 (Phone)
(207) 775-7935 (Fax)

www.jbgh.com

DAVID J. JONES
RICHARD H. SPENCER, JR.
LAWRENCE R. CLOUGH
RONALD A. EPSTEIN
WILLIAM H. DALE
F. BRUCE SLEEPER
DEBORAH M. MANN
LESLIE E. LOWRY III
PATRICIA M. DUNN
MICHAEL J. QUINLAN
R. LEE IVY

NATALIE L. BURNS
SALLY J. DAGGETT
ROY T. PIERCE
BRENDAN P. RIELLY
NICHOLAS J. MORRILL
MARK A. BOWER
CHARLES M. KATZ-LEAVY
ALYSSA C. TIBBETTS
J. CASEY MCCORMACK
TUDOR N. GOLDSMITH

MERTON C. HENRY
KENNETH M. COLE III
NICHOLAS S. NADZO
FRANK H. FRYE
MICHAEL A. NELSON
JOSEPH G. CARLETON, JR.
OF COUNSEL

RAYMOND E. JENSEN
(1908-2002)

KENNETH BAIRD
(1914-1987)

M. DONALD GARDNER
(1918-2003)

**YORK COUNTY
OFFICE**

11 MAIN STREET, SUITE 4
KENNEBUNK, MAINE 04043
(207) 985-4676 (Phone)
(207) 985-4982 (Fax)

RECEIVED

SEP 19 2017

September 19, 2017

HAND-DELIVERED
Dept. of Building Inspections
City of Portland Maine

Ann Machado, Zoning Administrator
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Variance Application of Cedars Nursing Care Center, Inc. and JHA Assisted Living, Inc.,
630 Ocean Avenue

Dear Ann:

This letter will confirm that The Cedars is withdrawing its pending variance application based upon your review of the additional information provided and determination that the proposed structure complies with the height restrictions of the City's Land Use Code.

Enclosed is payment for the notice and processing fee for the application. Please let me know if you have any questions. Thank you for your review and assistance in this matter.

Sincerely,



Natalie L. Burns

Enclosure



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

Kevin Bunker / Mike Lyne

BUSINESS NAME

Developers Collaborative

BUSINESS ADDRESS

100 Commercial St., Suite 414

BUSINESS TELEPHONE & E-MAIL

207-522-3055 / mlyne@dcmaine.com

APPLICANT'S RIGHT/TITLE/INTEREST

Signed Purchase + Sale

CURRENT ZONING DESIGNATION

R3

Subject Property Information:

PROPERTY ADDRESS

19 Libby Street

CHART/BLOCK/LOT (CBL)

339/K/004; 340/A/046-050; 055

PROPERTY OWNER (If Different)

City of Portland

ADDRESS (If Different)

389 Congress St.

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- _____

EXISTING USE OF THE PROPERTY:

The property is currently vacant. Originally it was an elementary school (1926, 1950). More recently used as central kitchen for Portland Public Schools.

TYPE OF CONDITIONAL USE PROPOSED:

Rehabilitation of the 1950's portion for Children's Odyssey, a private pre-K school for children of varied developmental levels.

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

DATE

9/1/2017



August 31, 2017

Zoning Board of Appeals
C/O Ann Machado
Zoning Administrator
City Of Portland Maine
389 Congress St.
Portland, ME 04101-3509

To the Zoning Board of Appeals,

We are applying for a conditional use permit for the former Reed School at 19 Libby St as required by the R-3 zone in the City of Portland Code of Ordinances.

We are representing Children's Odyssey, a private pre-school that serves children of varied developmental needs, and currently located in a building they own at 110 Davis Farm Rd. They are looking to expand into the former Reed School where they can provide enhanced programming and serve a larger population.

Per Section 14-88 the code, we are applying under the condition that a day care use, home babysitting, nursery school, or kindergarten is allowed in a principal structure in R-3 that has not been used as a residence in whole or in part within five (5) years immediately preceding the application.

There shall be no maximum limit on the number of children in the facility although Children's Odyssey is planning on approximately 100 students at the new location, with 32 employees and 12 therapists.

There will be an outdoor play area in a location that is currently buffered from the surrounding residences by a stand of mature pine trees. This area will also be fenced. An existing large open green space will be graded and kept open as a multi-use area for both the school and the neighborhood to enjoy. This area could potentially be used for small sided youth sports events per a meeting with a representatives from the City Parks, Recreation and Facilities Dept.

Children's Odyssey will be handling solid and recycled waste in screened containers or all internally. It has yet to be determined.

We have included a traffic assessment that was completed in the Fall of 2016. We met with the surrounding neighborhoods in a series of meetings at that time. This study was completed to give the neighbors a better idea of what to expect with Children's Odyssey moving into the neighborhood. The assessment summarized that the *proposed project should not adversely impact intersection mobility at either study intersection* (Homestead and Libby with Forrest Ave.). Those attending the neighborhood meetings have endorsed this project and have publically supported it at City Council and Development Corporation meetings.

During the neighborhood meetings, residents along Lexington Ave to the northeast of the Reed School property strongly encouraged us to keep parking off of the buffering fence line so as not to create lighting glare in their backyards. Thus the plot plan shows the impervious area growing into the green space by a small amount so as to retain the number of parking spaces necessary to accommodate Children's Odyssey and approx. 8 apartments planned for the 1926 section of the old school in an application to be filed in a future phase. We will complete a photometric plan that will determine how many more light poles will need to be added to the parking area for safety.



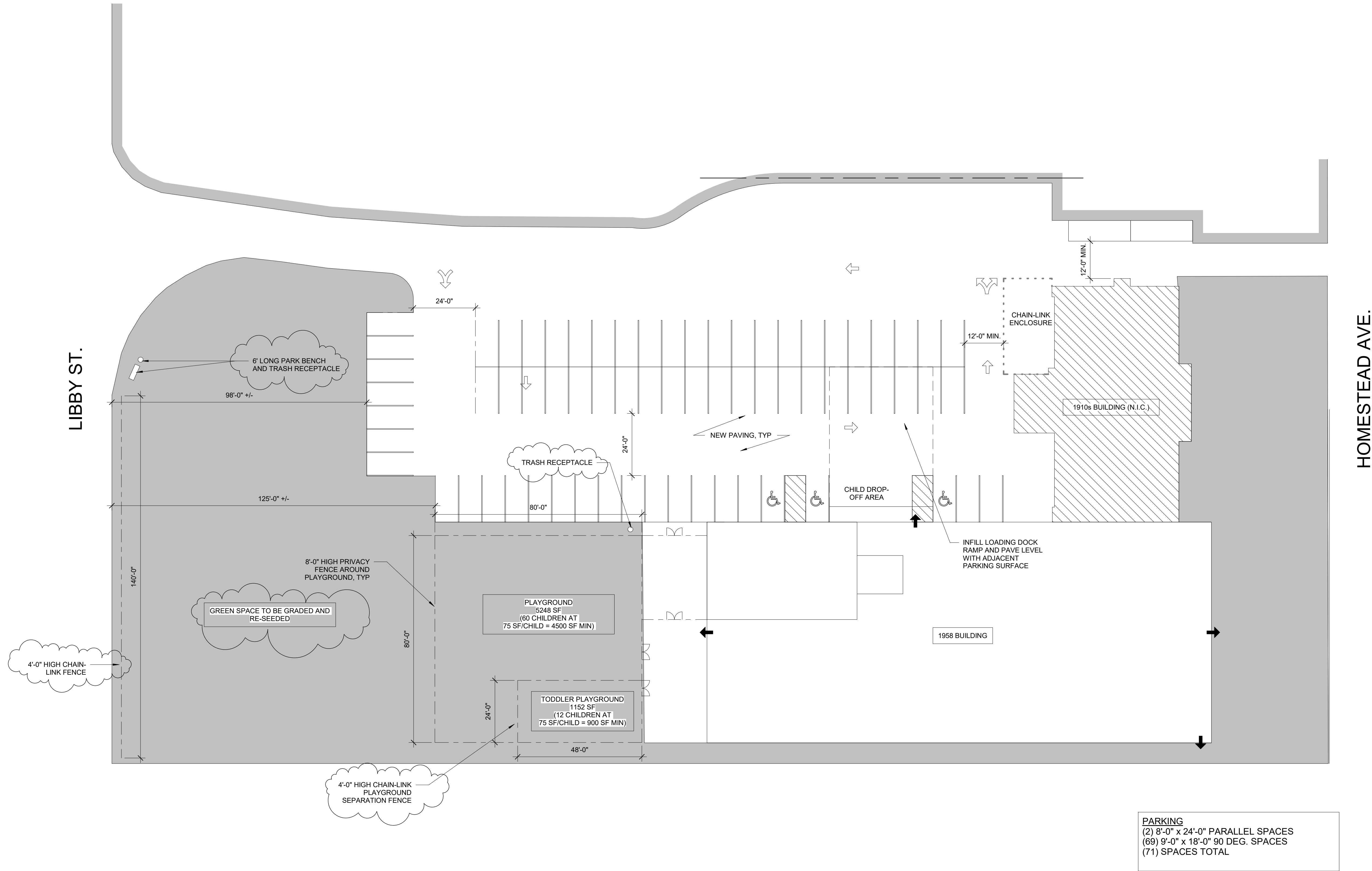
In all cases we will opt for dark sky friendly, cut-off luminaires that seek to minimize spill over into the neighboring residential properties.

This property was originally built as an elementary school and more recently served as the central kitchen for the Portland Public Schools. The new use, at the completion of both phases, is intended to have less of an impact on the surrounding neighborhoods than the original school, and subsequent use as a central kitchen facility, with regard to bus and delivery noises, trash and waste generation.

Currently the property sits vacant and is experiencing on-going vandalism that adds to its deterioration and neighborhood angst. We have had a very positive experience with the neighbors who are excited to see this property revitalized with a use that they are in support of. We ask that you consider all of these factors in your determination.

Very Truly

Michael D. Lyne
Senior Project Manager
Developers Collaborative

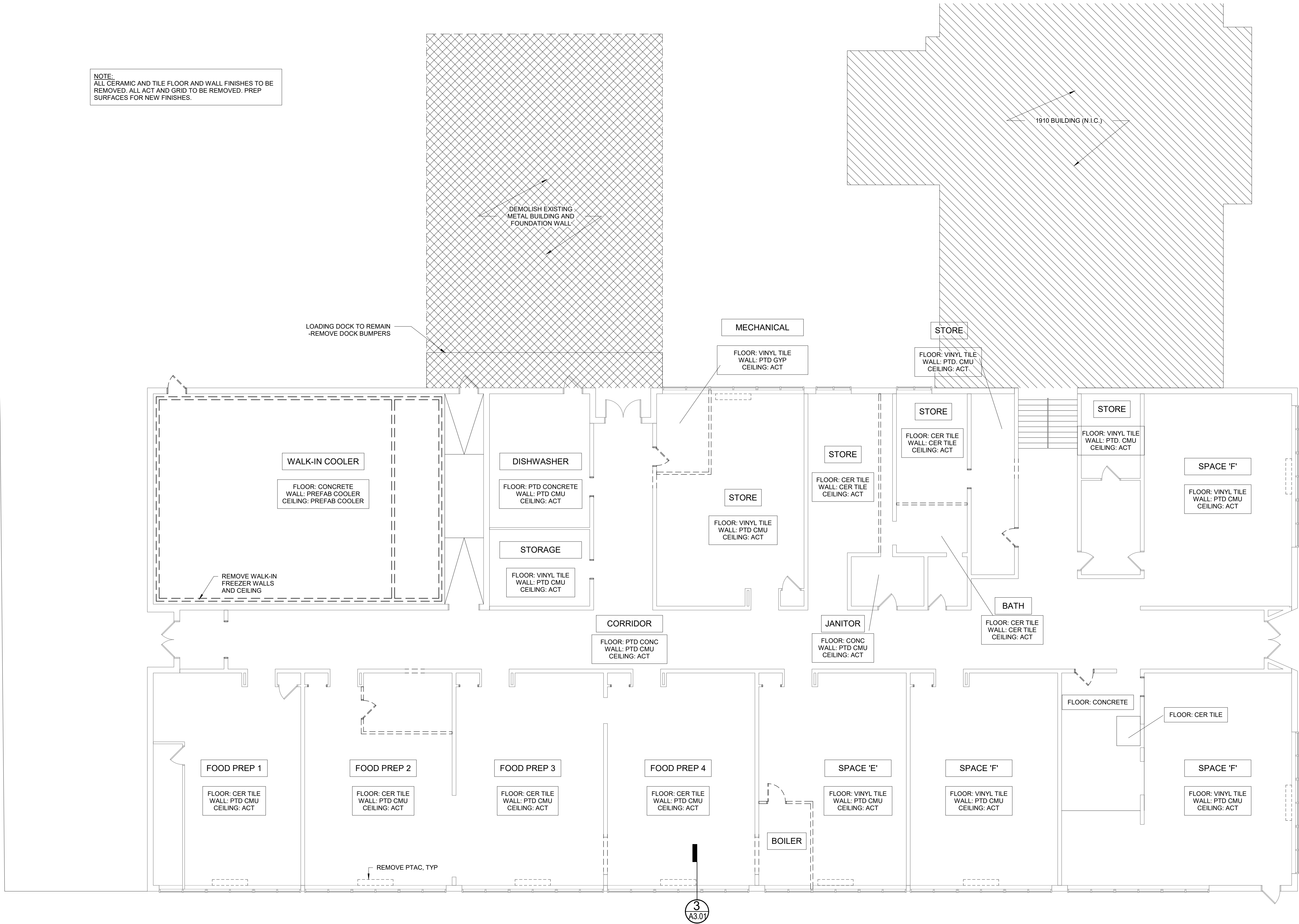


1 | SITE PLAN a
1" = 20'-0"

A1.0a	Date: DEC. 7, 2016	Scale: 1" = 20'-0"	Revisions: 1 Date 1 Revision 1		Project: REED SCHOOL	Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM	Consultant:	Prepared For:	
	SITE PLAN							Owner	

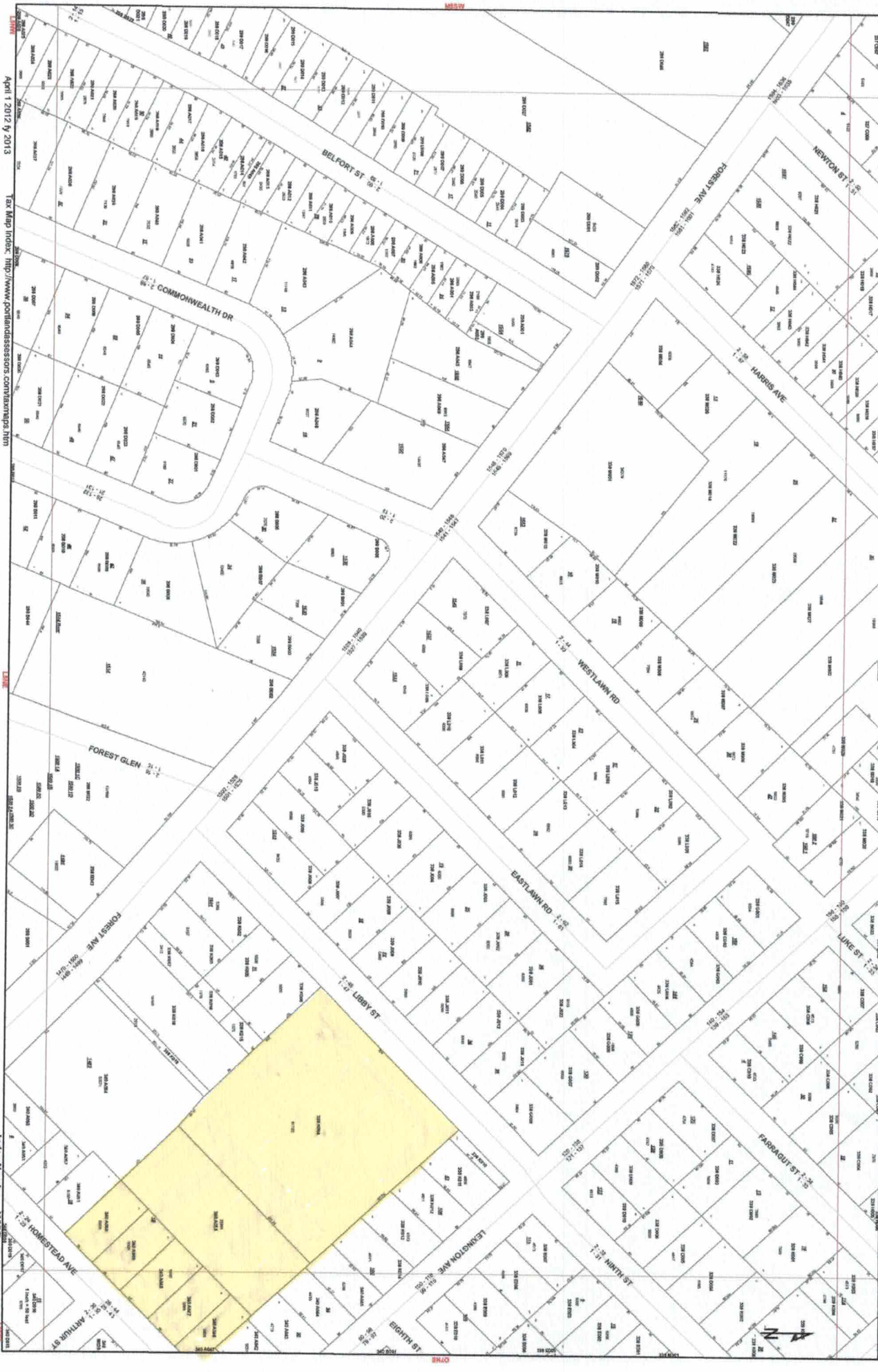
NOTE:
ALL CERAMIC AND TILE FLOOR AND WALL FINISHES TO BE REMOVED. ALL ACT AND GRID TO BE REMOVED. PREP SURFACES FOR NEW FINISHES.

NEW WALL - STUD & GYP. BD.	
EXISTING WALL OR FLOOR	
DEMO AND REMOVE	
EXISTING DOOR	
NEW DOOR	



Prepared For:		Owner	
Consultant:		Architect:	
Archetype architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM		Project:	
Reed School		28 HOMESTEAD AVE. PORTLAND, ME 04103	
Date:	DEC. 7, 2016	Scale:	1/8" = 1'-0"
Revisions:		DEMOLITION PLAN	
A0.01			

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Reed School from Homestead Avenue



Reed School from Libby Street

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this 20th day of June, 2017 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "SELLER"), and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a mailing address of 100 Commercial Street, Suite 414, Portland, Maine, 04101 (hereinafter referred to as "BUYER").

RECITALS

WHEREAS, the SELLER is the owner of certain land and buildings located 19 Libby Street in Portland, Maine, known as the former Reed School consisting of land, with the buildings thereon, of approximately 109,513 square feet with frontage on Libby Street and Homestead Avenue, shown on City of Portland Tax Map 338, Block K, Lot 004 and Tax Map 340, Block A, lots 046 through 050 and lot 055 (collectively the "Premises"), as generally depicted in the plan attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the SELLER desires to sell the Premises and has published a certain request for proposals entitled "Sale and Re-use Of The Former Reed School Buildings And Property 19 Libby Street Portland Maine RFP #6316" (the "RFP"), a copy of which is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the BUYER has submitted a proposal in response to the RFP dated May 19, 2016 (the "Proposal"), a copy of which is attached hereto as Exhibit C and incorporated herein; and

WHEREAS, after reviewing all proposals submitted in response to the RFP, the SELLER has selected the BUYER as the successful bidder;

WHEREAS, BUYER has in good faith and at its own expense conducted a comprehensive neighborhood process to achieve successful consensus on the basic elements of a development proposal (the "Neighborhood Process"), and

WHEREAS, BUYER desires to purchase and develop the Premises in accordance with the terms of the Proposal (the "Project"), and the SELLER desires to sell the Premises to the BUYER so that the BUYER may do so.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **CERTAIN RECITALS NOT INCORPORATED BY REFERENCE.** Except for the definition of the "Premises," as set forth in the first recital paragraph, the recitals set forth above are not incorporated herein by reference and made a part of this agreement, but are for information purposes. Any terms from the RFP and the Proposal which are to be binding on Buyer and Seller are restated in the body, not the Exhibits, of this document, other than Exhibit A and the first recital paragraph. If any disagreement is found between the RFP or the Proposal and this Agreement, then this Agreement shall govern.
2. **SALE.** SELLER agrees to sell the Premises to BUYER, and BUYER agrees to buy the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of the buildings and land on the Premises.
3. **CONSIDERATION.** The consideration for the Premises shall be Seventy Five Thousand Dollars (\$75,000.00) (the "Purchase Price") payable as follows:
 - a. The SELLER acknowledges receipt of BUYER's deposit in the amount of One Dollar (\$1.00) (the "Deposit") paid to it as of the date of this Agreement; and
 - b. The BUYER shall pay to the SELLER at closing the remaining Seventy Four Thousand Four Hundred Ninety Nine Dollars (\$74,999.00) by wire transfer at closing.
4. **TITLE.** SELLER shall convey the Premises to BUYER at the closing in fee simple with good and marketable title by a quitclaim deed without covenant. BUYER acknowledges that Premises shall subject to a deed restriction requiring that a certain portion of the Premises remain as open space, free of any habitable residential or commercial buildings (the "Open Space"), which Open Space is generally depicted on the site plan attached in Exhibit A and shall be more particularly described in Seller's Deed to Buyer. BUYER further acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount that is the least of: (a) 25% of the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable, (b) such other target percentage as may be approved as part of a city-wide PILOT policy, or (c) \$5000 annually.
5. If SELLER is unable to convey title to the Premises in accordance with the provisions of paragraph 4, then SELLER shall have a reasonable time period, not to exceed 60 days from the time SELLER receives written notice of a defect, unless otherwise

agreed to by both parties, during which it shall make a good faith effort to remedy the defect, after which time, if such defect is not corrected so that there is marketable title, BUYER may within 2 days thereafter, at BUYER's option, withdraw the Deposit, and neither party shall have any further obligation hereunder. BUYER may, at BUYER's option elect to close notwithstanding any such defects that may exist.

6. **POSSESSION.** Full possession of the Premises will be delivered to Buyer at the transfer of title, free and clear of all tenancies or occupancies by any person or entity.
7. **INSPECTIONS.** At reasonable times upon reasonable prior notice prior to Closing, BUYER, its agents, contractors and any prospective lender or investor of BUYER shall have the right to enter the Premises and perform, at BUYER's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as BUYER deems necessary or appropriate. In the event BUYER does not purchase the Premises, BUYER agrees to return the Premises as nearly as possible to its original condition after all of such tests and inspections. SELLER shall cooperate with BUYER in such inspections. BUYER shall complete any such inspections within 60 days of the date of this Agreement (the "Inspection Period"). In the event that any inspection reveals defects or conditions which are unacceptable to BUYER, BUYER may, prior to the end of the Inspection Period, terminate this Agreement and receive back the Deposit.

BUYER agrees to defend, indemnify and hold harmless SELLER against any mechanics' liens that may arise from the activities of BUYER and its employees, consultants, contractors and agents on the Premises.

BUYER shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and BUYER hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by BUYER of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

BUYER shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage and also Workers' Compensation Insurance coverage to the extent required by law.

8. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** BUYER shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Premises shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by BUYER in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36

M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to BUYER's financing or closing shall be paid for by BUYER.

9. **DEFAULT AND REMEDIES.** In the event that BUYER defaults hereunder for a reason other than the default of the SELLER, SELLER shall retain the deposit, it being understood, however, the SELLER's acceptance thereof shall not constitute a waiver of any other legal or equitable remedy available to SELLER. In the event SELLER defaults under this Agreement, and if BUYER is not then in default hereunder, BUYER shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit, after which neither party will have any further obligation or liability to the other under this Agreement.
10. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or otherwise, until transfer of title hereunder, is assumed by the SELLER. In the event of a partial or total casualty loss, BUYER shall have the right to terminate this Agreement and receive a full refund of the Deposit. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event SELLER is not able to deliver the Premises as stated, BUYER may terminate this Agreement and receive a refund of the Deposit.
11. **PROPERTY SOLD "AS IS, WHERE IS."** BUYER acknowledges that BUYER has had and during the term of this Agreement will have an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." SELLER, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by BUYER of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the SELLER of every agreement and obligation contained herein.
12. **ENVIRONMENTAL INDEMNIFICATION.** BUYER covenants and agrees to indemnify, defend, and hold SELLER harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against BUYER or the SELLER and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises. This duty to indemnify, defend, and hold harmless shall be included as a covenant in the deed and shall run with the land conveyed and be binding upon BUYER's successors, assigns, and transferees.

13. RIGHTS OF SELLER TO REPURCHASE PREMISES. If development of the Premises in substantially the form set forth in the Proposal, is at any point abandoned or not actively pursued by BUYER for longer than six months using commercially reasonable means, the Seller shall have the right, but not the obligation, to repurchase the Premises at the Purchase Price. SELLER's deed to BUYER shall include a reference to the SELLER's option to repurchase the Premises. Any reconveyance under this Section shall be subject to all mortgages of record placed by BUYER in connection with the financing of the redevelopment of the Premises. SELLER agrees to enter into such agreements on reasonable commercial terms as may be requested by BUYER's lenders and/or investors, including, without limitation, notice and cure rights.

14. CHARACTERISTICS OF PROJECT. Buyer agrees to develop the 1950 addition with an educational use. Buyer agrees to develop the Project in basic harmony with the site plan attached as Exhibit A which is the result of the Neighborhood Process. Buyer represents that it has discussed issues including traffic, parking, intensity and hours of use, and open space with the neighborhood and have come to general consensus on all major items, such consensus being represented by Exhibit A. At this time Buyer is not proposing a use for the original 1926 structure of the building, but has reached a general consensus through the Neighborhood process that a low intensity of use such as no more than 8 residential units would be acceptable. As this use is currently not allowed in the R-3 zone, Buyer agrees that they will seek any desired zoning approval, should such a use be found to be economically feasible, through a contract or conditional re-zoning process, or such other reasonable means as the parties may agree to, with the understanding that this Agreement does not bind the City Council to approve any such rezoning request. At that time Buyer agrees to continue the Neighborhood Process to attempt to agree on any additional consensus needed as to such proposed use. The provisions in this Section 14 shall survive the closing.

15. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the office of BUYER's counsel at a time agreeable to the parties on or before one hundred eighty (180) days after the date of this Agreement. BUYER shall have an option to extend this closing period an additional ninety (90) days for an additional deposit of \$10,000 which shall be credited towards the purchase price.

16. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; SEVERABILITY. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by SELLER and BUYER. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

17. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
18. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
19. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
20. **TIME.** The SELLER and BUYER each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
21. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
22. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE SELLER: City of Portland
Attn. City Manager
389 Congress Street
Portland, ME 04101

With a copy to: Office of Corporation Counsel at the same address.

FOR BUYER: Developers Collaborative Predevelopment LLC
Attn: Kevin Bunker
100 Commercial Street
Portland, Maine 04101

With a copy to: Cito Selinger, Esq.
Curtis Thaxter
One Canal Plaza, Suite 1000
Portland, ME 04101

23. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a faxed, pdf or other reproduced or electronic document shall be considered the equivalent of an original signature.

24. ASSIGNMENT. Buyer may freely assign this Agreement or any of its rights hereunder without Seller's prior written consent to a single purpose entity formed by Buyer for the express purpose of obtaining financing for and otherwise developing the Project. Buyer may not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent.

25. BROKERS. Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

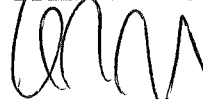
CITY OF PORTLAND


WITNESS


Jon P. Jennings
Its City Manager

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC


WITNESS


Kevin Bunker
Its Manager

Approved as to Form:


Corporation Counsel's Office

Know all Men by these Presents, That

I, Benjamin F. Libby, of Portland, in the County of Cumberland and State of Maine,

in consideration of four thousand and five hundred (4500), dollars paid by the City of Portland a corporation municipal and governmental, duly organized and existing according to law and located in the County of Cumberland, and State of Maine, I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Portland, its successors and assigns forever, a certain lot or parcel of land situated in said Portland, bounded and described as follows, beginning at a monument in the northerly side line of Homestead Avenue, so-called, said monument being distant easterly two hundred and one one-hundredths (200.01) feet along said northerly side line of Homestead Avenue from the intersection of the said northerly side line of Homestead Avenue with the easterly side line of Forest Avenue, and being at the intersection of the said northerly side line of Homestead Avenue with the division line between lot number eleven (11) and lot number twelve (12) as shown on a plan of land made for Benjamin F. Libby by E. C. Jordan & Company and recorded in the Cumberland County Registry of Deeds in Plan Book 16, Page 9, thence northerly at right angles to said northerly side line of Homestead Avenue, and following said division line between lot number eleven (11) and lot number twelve (12) and said division line produced northerly, a distance of two hundred (200.00) feet to a monument; thence easterly parallel with the said northerly side line of Homestead Avenue and distant two hundred (200.00) feet at right angles therefrom a distance of two hundred forty-one and seventy-nine one-hundredths (241.79) feet, more or less, to a monument on the division line between land of said Benjamin F. Libby and the development known as Central Park, said Central Park being shown on a plan recorded in the Cumberland County Registry of Deeds in Plan Book 9, Page 125; thence southerly along said division line between land of said Benjamin F. Libby and said Central Park development, two hundred and eight one-hundredths (200.08) feet to a monument in the northerly side line of Homestead Avenue; thence westerly along said northerly side line of Homestead Avenue two hundred thirty-six and twelve one-hundredths (236.12) feet to the monument at the point of beginning.

Being lots numbered 12, 13, 14, 15 and 16 on said plan of land of said Benjamin F. Libby, together with an additional strip of land one hundred (100.00) feet wide adjacent to the northerly side of said lots; containing a total area of about 47,791 square feet.

U.S.I.R. ~~To Have and to Hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to
\$4.50 the said City of Portland, its successors
H.C.W. ~~heirs~~ and assigns, to it and their use and behoof forever. And -- do covenant with the
4/30/25 said Grantee, its successors
 heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all in cumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Benjamin F. Libby and Alice M. wife of the said Benjamin F. Libby joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises.

our hand s and seal s this 30th day of April have hereunto set
one thousand nine hundred and twenty-five. in the year of our Lord

Signed, Sealed and Delivered
in presence of

H. C. Wilbur to both

Benjamin F. Libby Seal.

Alice M. Libby Seal.

State of Maine, CUMBERLAND, ss. Portland, Maine, April 30, 1925 . Personally appeared
the above named Benjamin F. Libby

and acknowledged the above instrument to be his free act and deed.

Before me, E. C. Wilbur Justice of the Peace.

Received May 9, 1925, at 8 o'clock 40 m. A. M., and recorded according to the original.

Know all Men by these Presents, That

Benjamin F. Libby, of Portland, in the County of Cumberland and State of Maine,

in consideration of Four thousand dollars (\$4,000.00) paid by the City of Portland, a body politic and corporate, duly organized and existing according to law, located in the County of Cumberland and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Portland, its successors and assigns forever, a certain lot of parcel of land in the City of Portland, bounded and described as follows: Beginning at a bolt in the concrete monument at the most northeasterly corner of the lot of land the grantor sold to the City of Portland by deed dated April 30, 1925, and recorded in Cumberland County Registry of Deeds, Book 1202, Page 62, said bolt in said monument being on the division line between land of the grantor and land comprising the development known as Central Park, as shown on plan recorded in Cumberland County Registry of Deeds, Plan Book 9, Page 125; thence northerly by the division line between land of grantor and land comprising said Central Park a distance of 250.05 feet to a bolt in a stone monument on the southerly side line of Franklin Avenue, so-called, said Franklin Avenue being a street laid out through land of the grantor; thence westerly along said southerly side line of Franklin Avenue and making an included angle of 88° 41½' with the southerly direction of the last described course, a distance of 250.00 feet to a bolt in a stone monument, said bolt being distant 219.81 feet easterly along said southerly side line of Franklin Avenue, from its intersection with the easterly side line of Forest Avenue; thence southerly and making an angle of 90° with the said southerly side line of Franklin Avenue a distance of 200.00 feet to a bolt in a stone monument; thence southerly and making a deflection angle of 3° 37½' to the east from the southerly direction of the last described course, a distance of 50.08 feet to a bolt in a concrete monument and the most northwesterly corner of the lot of land the grantor sold to the City of Portland by said deed dated April 30, 1925, and recorded in Cumberland County Registry of Deeds, Book 1202, Page 62; thence easterly by said City of Portland land and making an included angle of 93° 37½' with the northerly direction of the last described course, a distance of 241.24 feet, more or less, to a bolt in a concrete monument and the point of beginning. Containing 61,722 square feet, more or less.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said City of Portland, its successors heirs and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said Benjamin F. Libby and Alice M. Libby wife of the said Benjamin F. Libby joining in this deed as grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises

our hand and seals this 4th day of June in the year of our Lord one thousand nine hundred and thirty-one.

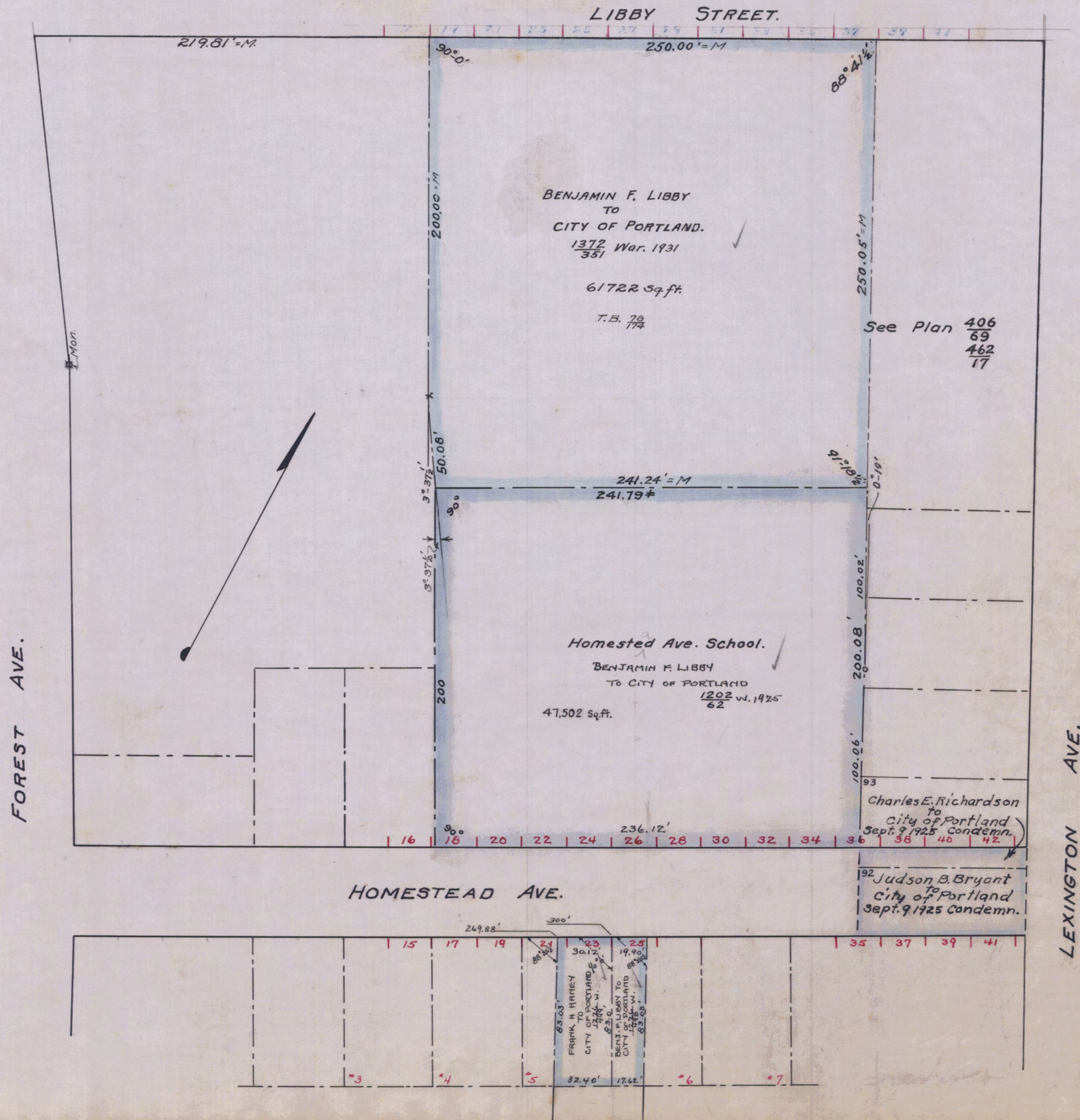
Signed, Sealed and Delivered in presence of Benjamin F. Libby Seal H. C. Wilbur to both Alice M. Libby Seal

State of Maine, CUMBERLAND, ss. Portland, Maine, June 4th 1931. Personally appeared the above named Benjamin F. Libby and acknowledged the above instrument to be his free act and deed. Before me, H. C. Wilbur, Justice of the Peace. Received June 4, 1931, at 1 o'clock 15 m. P. M., and recorded according to the original.

CITY OF PORTLAND
CITY PROPERTY

REVALUATION SHEET NO. _____
SCALE 1" = 50'

95
X



EIGHTH ST.

SEVENTH ST.

OK



Traffic Solutions
William J. Bray, P.E.
235 Bancroft Street
Portland, ME 04102
(207) 774-3603
(207) 400-6890 mobile
trafficsolutions@maine.rr.com

November 23, 2016

Traffic Assessment
For Proposed
Reed School Restoration and Reuse Project
Portland, Maine

INTRODUCTION

Developers Collaborative are proposing a building restoration and reuse program for the vacant City of Portland's Reed School. Approximately 17,000 square feet of the prior public school building will be occupied by the Children's Odyssey School, a private school presently located on Davis Farm Road in the City of Portland, and eight (8) market rate apartments will be developed in the remaining building area.

Access to the Reed School property will continue to be provided from either Libby Street or Homestead Avenue.

This document provides a summary of existing traffic conditions at the Forest Avenue/Libby Street and Forest Avenue/Homestead Avenue intersections including: an estimate of 2016 peak traffic volumes and a review of current roadway safety conditions; peak hour trip generation estimates are prepared for both projected site uses and assigned to both study intersections, and the report is concluded with a qualitative assessment of the projects traffic impacts.

EXISTING CONDITIONS

Existing Traffic: Manual turning movement counts were conducted at both study intersections (Forest Avenue/Libby Street and Forest Avenue/Homestead Avenue) during the first week of November to establish existing morning and evening "*peak*" roadway traffic volumes. All vehicular traffic entering each intersection was recorded in 15-minute intervals between the hours of 7:00 and 9:00 AM and, again, between 3:00 and 6:00 PM (A copy of the field data summary sheets are attached). From a summary of the data, separate peak hour times were established for both commuter time periods. The AM peak hour occurred between 7:15 and 8:15 at the Homestead Avenue intersection and between 7:45 and 8:45 at the Libby Street intersection. The PM peak hour fell between 4:30 and 5:30 PM at both study intersections.

Traffic data collected during the month of November requires a minor adjustment to reflect "*peak*" travel conditions experienced during the summer months. MaineDOT provides factors for adjusting traffic data collected during other periods of time. MaineDOT utilizes highway classifications of I, II, or III for all State and Local roadways. Group I roadways are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Group II roadways or arterial roads are those that see a combination of commuter and recreational traffic and, therefore, experience

moderate fluctuations during the year. Group III roads or recreational roadways are typically used for recreational purposes and experience significant seasonal fluctuations. MaineDOT has designated the noted section of Forest Avenue as a Group I road, which requires the traffic data collected to be adjusted by a factor of approximately 1.08. Figures 1 through 4 present the estimated peak traffic volumes at both study intersections. As highlighted on the traffic figures, it is estimated that Libby Street experiences two-way traffic volumes of 45 vehicles in the AM peak hour and 63 vehicles in the evening peak hour. Traffic volumes measured on Homestead Avenue show a total of 37 vehicles in the morning peak hour and 29 vehicles in the evening peak hour.

Existing Safety Trends: The Maine Department of Transportation's (MaineDOT) Accident Records Section provided the latest three-year (2013 through 2015) crash data for the section of Forest Avenue between Wall Street and Newton Street, a distance of approximately 0.42 miles. Their report is summarized as follows and attached as an appendix to the report:

2013 -2015 Traffic Accident Summary

<u>Location</u>	<u>Total Crashes</u>	<u>Critical Rate Factor</u>
1. Forest Avenue @ Wall Street	7	1.62
2. Forest Avenue @ Hicks Street	3	0.43
3. Forest Avenue @ Homestead Avenue	3	0.73
4. Forest Avenue @ Libby Street	3	0.45
5. Forest Avenue @ Eastlawn Road	2	0.37
6. Forest Avenue @ Commonwealth Avenue	6	1.51
7. Forest Avenue @ Belfort Street	3	0.76
8. Forest Avenue @ Harris Avenue	2	0.51
9. Forest Avenue @ Newton Street	9	0.40
10. Forest Avenue btw. Wall St. and Hicks St.	3	0.48
11. Forest Avenue btw. Hicks St. and Homestead Ave.	2	0.46
12. Forest Avenue btw. Homestead Ave. and Libby St.	2	0.23
13. Forest Avenue btw. Libby St. and Eastlawn Rd.	2	0.40
14. Forest Avenue btw. Eastlawn Rd. and Commonwealth Ave.	1	0.24
15. Forest Avenue btw. Commonwealth Ave. and Belfort St.	2	0.35
16. Forest Avenue btw. Belfort St. and Harris Ave.	1	0.40
17. Forest Avenue btw. Harris Ave. and Newton St.	1	0.24

The MaineDOT considers any roadway intersection or segment a high crash location if **both** of the following criteria are met:

- ***8 or more accidents***
- ***A Critical Rate Factor greater than 1.00***

As the data presented in the table shows, the incidence of traffic crashes occurring on the 0.42 mile section of Forest Avenue is below MaineDOT's threshold criteria for identification of a high crash location.

SITE TRAFFIC

The Children's Odyssey School presently operates from an existing 4,600 square foot building located at 110 Davis Farm Road in the City of Portland. The School has an existing enrollment of 65 students, 24 staff employees and 8 therapists. The School Administrator has projected modest increases in both the number of

students and staff for the proposed Reed School site. It is expected that a total of 100 students will be enrolled at the new site with an operating staff of 32 employees and 12 therapists.

Site Trip Generation – Children’s Odyssey School: Peak hour trip estimates were prepared for the proposed Children’s Odyssey School project based upon trends measured at the existing school property on Davis Farm Road. This process included the collection of manual counts conducted at the existing school site and a nearby satellite parking lot used by staff. All vehicle trips entering and exiting the school site and satellite parking lot were recorded between the hours of 7:00 to 9:00 AM and, again, between 3:00 and 5:00 PM. From a summary of the data, it was determined that a total of 49 trips were generated during the morning peak hour (7:45 to 8:45 AM) and 34 trips in the afternoon peak hour (3:30 to 4:30 PM). The following Table 1 provides peak hour trip rates at the existing school site calculated for two variables; students and number of staff:

Existing
Children’s Odyssey School
Peak Hour Vehicle Trip Rate Summary

<u>Unit of Measurement</u>	<u>Unit Size</u>	<u>AM Peak Hour Trips</u>	<u>PM Peak Hour Trips</u>	<u>AM peak Hour Trips Rate</u>	<u>PM Peak Hour Trip Rate</u>
Students	65 students	49	34	0.75 trips/student	0.52 trips/student
Staff	32 staff/therapist	49	34	1.53 trips/each staff member	1.06 trips/each staff member

Peak hour trip generation of the proposed school project at the Reed School Site is expected to mirror trends measured at the existing Davis Farm Road site. Table 2, as follows, summarizes the peak hour trip calculations completed for the proposed project and the determined “average” volume of trips that will be generated during both peak travel periods:

Proposed
Children’s Odyssey School
Peak Hour Vehicle Trip Generation Summary

<u>Unit of Measurement</u>	<u>Unit Size</u>	<u>Trip Rate AM Peak Hour</u>	<u>Total Trips AM Peak Hour</u>	<u>Trip Rate PM Peak Hour</u>	<u>Total Trips PM Peak Hour</u>
Students	100 Students	0.75 trips/student	75	0.52 trips/student	52
Staff	44 staff/therapist	1.53 trips/staff member	67	1.06 trips/staff member	47
Average Trips	-	-	71 trips	-	50 trips

The proposed relocated Children’s Odyssey School project can be expected to generate an “average” volume of 71 vehicle trips during the morning peak hour and 50 trips in the PM peak hour.

Site Trip Generation – Eight Market Rate Apartment Units: Peak hour trip generation estimates were prepared for the proposed apartment units based upon trip tables presented in the ninth edition of the Institute of Transportation Engineers (ITE) “TRIP GENERATION” handbook. The following trip rates were used in that effort:

Land-Use Code 220 – Apartment

Street Peak Hour – AM Peak = 0.51 trips/dwelling unit

Street Peak Hour – PM Peak = 0.62 trips/dwelling unit

Accordingly, the proposed 8 residential apartments can be expected to generate a total of **4** trips in the morning peak hour and **5** trips during the afternoon peak hour.

Total Trip Generation – Reed School Site: Combined, the proposed Reed School site can be expected to generate approximately **75** vehicle trips in the morning peak hour and an additional **55** trips during the evening peak hour.

Site Trip Distribution: Existing trip distribution patterns measured at the existing Children’s Odyssey School site shows that 55% of the site generated traffic enters and 45% exits in the morning peak hour and a 50%/50% directional split occurs in the afternoon peak hour. Similar distribution patterns can be anticipated at the proposed Reed School site with 41 trips entering and 34 trips exiting the site in the AM peak hour and approximately 28 vehicle trips both entering/exiting the site in the PM peak hour.

Site Trip Assignment: Vehicle trips generated by the proposed Reed School Restoration and Reuse project were assigned through both study intersections based upon the existing travel patterns of Children’s Odyssey School staff and students. The following assumptions were applied in that process:

General Traffic Routing Information

Staff and students will reside in similar communities as existing students and staff
Parent’s place of work will follow existing patterns.

AM Peak Hour

All entering trips are home to school trips

- 60% arrive from west on Forest Avenue
- 40% arrive from east on Forest Avenue

20% of departure trips are school to home trips

- 50% of trips travel east and 50% travel west

80% of departure trips are school to work trips

- 65% of trips travel east and 35% of trips travel west

PM Peak Hour

20% of entering trips are home to school trips

- 50% of trips enter from west on Forest Avenue
- 50% of trips enter from east on Forest Avenue

80% of entering trips are work to school trips

- 65% of trips arrive from east on Forest Avenue
- 35% of trips arrive from west on Forest Avenue

All departure trips are school to home trips

- 60% travel west on Forest Avenue
- 40% travel east on Forest Avenue

Figure 5 illustratively presents the assignment of the site generated trips to both study intersections.

REPORT SUMMARY

- Existing 2016 adjusted traffic volumes recorded at both the Libby Street and Homestead Avenue intersections with Forest Avenue would suggest that both streets operate and function as “*typical*” residential streets. The measured volumes of traffic on Libby Street were 41 vehicles in the morning peak hour and 63 vehicles in the evening. Traffic volumes recorded on Homestead Avenue are slightly lower with a total of 37 vehicles in the AM peak hour and 29 vehicles in the PM peak hour.
- MaineDOT’s Traffic Safety Bureau’s latest three-year (2013 through 2015) safety report for the section of Forest Avenue between Wall and Newton Streets, a distance of 0.42 miles, shows that all identified roadway segments and intersections experience fewer traffic crashes than the threshold criteria for identification of a high crash location.
- The proposed Reed School re-development project is forecast to generate approximately 75 vehicle trips during the “*morning*” peak hour and a reduced volume of 55 vehicle trips in the “*afternoon*” peak hour.
- Existing travel desires of both staff and students at the Children’s Odyssey School, principal tenant of the proposed school reuse project, would suggest that the majority of trips in the AM peak hour will arrive at the site from the west on Forest Avenue and departure trips will exhibit a strong desire to travel east on Forest Avenue to reach major employment areas. A somewhat opposite pattern is projected for the afternoon commuter hour with the majority of parents traveling to the site from their points of employment and entering the site from the east on Forest Avenue. The majority of parents and staff leaving the site will be heavily oriented towards the west on Forest Avenue.
- Traffic generated by the proposed project should not adversely impact intersection mobility at either study intersection. The level of vehicle delay experienced by motorist at either study intersection will be consistent with existing trends found along Forest Avenue and other major arterial corridors.



19 Libby St - Conditional Use

