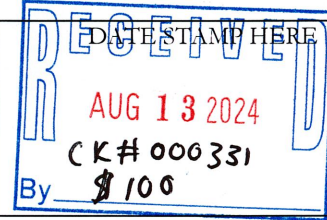




Newport Zoning Application

ZBR 2024 - Sept - 012

(This box for staff use only)



Date: August 13, 2024

Board members:

The undersigned hereby petitions the Zoning Board of Review for a special use permit or a variance in the application of the provisions or regulations of the Zoning Ordinance affecting the following described premises in the manner and on the grounds hereinafter set forth.

Location of Premises

Street & No: 199 Spring Street

Tax Assessor's Plat: 27 Lot: 10 Zoning District: GB

- Special Use Permit (Non-Conforming Alteration)
 Regulatory (Dimensional) Variance
 Special Use Permit (New Use)
 Use Variance
 Modification

Property Owner: RI Property Wire, LLC

Mailing Address: 15 Circle Street Rumford RI 02916

Email Address: SCooperRE@Gmail.com

Phone Number: 401 396 7574

How long have you been the owner of the above premise? 2 months

Legally Authorized Representative *if applicable: David L. Johnston, Esq.

Mailing Address: 2363 Post Road Warwick RI 02886

Email Address: DJohnston@JohnstonLawRI.com Phone Number: 401 737 3050

Lessee: N/A

Mailing Address: _____

Email Address: _____ Phone Number: _____



Newport Zoning Application

Property Characteristics

Dimensions of lot-frontage: 50+- ft. Lot Area: 3680 sq. ft.

Are there buildings on the premises at present? Yes

Total square footage of the footprint of existing buildings: 1350 sq. ft.

Total square footage of the footprint of proposed buildings: n/a sq. ft.

Zoning Characteristics Matrix

	Existing	Required/Allowed	Proposed
Lot Size (sq. ft.)			
Coverage Area (sq. ft)			
Lot Coverage (%)			
Dwelling Units			
Parking (# of spaces)	1	4	5
Front Setback (ft.)			
Side Setbacks (ft.)			
Rear Setback (ft.)			
Height (ft.)			



Newport Zoning Application

All of the following information and questions must be filled in and answered completely.

Present use of Premise: 3 Bedroom Transient Guest Facility

Proposed use of Premise: 3 Bedroom Transient Guest Facility

Summary of Proposed Alterations

See Project Narrative Attached

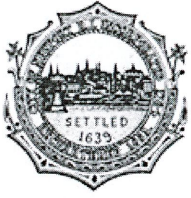


Newport Zoning Application

Applicant Statement

How does your application meet the required standards for variance(s) or special use permit(s)?
(See page 6 for most common applicable standards)

See Project Narrative Attached



Newport Zoning Application

Upon submittal of this application, please make sure you have also reviewed our Zoning Application Submittal Requirements packet, and included with your application, a copy of the Submittal Checklist which can also be found here: [Zoning Application Submittal Requirements](#). If an application is missing any submittal requirements and/or necessary application information, your application may be regarded incomplete. Incomplete applications will not be publicly advertised or appear on an agenda until the project is deemed complete.

By signing below, I hereby attest that the information provided is accurate and truthful. I also attest that I have read through this application thoroughly and understand what is required to submit a completed application.


Applicant Signature

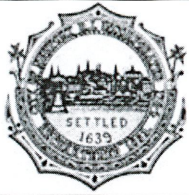
8/13/2024

Date


Owner Signature

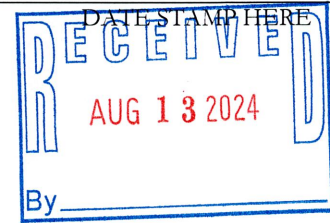
8/13/2024

Date



Newport Zoning Application Submittal Requirements

ZBR 2024 - Sept - 012



- Special Use Permit (new) Variance
- Special Use Permit (modification) Modification

(This box for staff use only)

SUBMITTAL REQUIREMENTS CHECKLIST

Applications that are missing materials in this checklist will not be accepted for review.

Section 1 – Application Forms – Page 3 of the Guide Required for All Projects

- A. Completed Zoning Project Application Packet comprised of the following individual sections:
 1. Zoning Project Application Form
 2. Completed copy of this Zoning Application Submittal Requirements Checklist (Page 2)
- B. Request to Waive any Submittal Requirements *(if applicable)*
- C. Application Fee (Please Refer to Current Fee Schedule)

Section 2 – Plan Package – Pages 4-7 of the Guide Required for All Development Projects (Involving New Structures, Additions, Exterior Alterations, etc.) Individual requirements of the Plan Package (listed below) may differ depending on the project

- A. Class I Site Survey
- B. Proposed Site Plan
- C. Lot Coverage Diagram
- D. Floor Plans
- E. Stormwater Management Plan
- F. Landscape Plan
- G. Building Elevations
- H. Change of Use

Section 3 – Supporting Documents, Studies, Graphics, and Depictions – Page 8 of the Guide May be required for certain Development Projects

- A. Site Photographs
- B. Photo Simulations
- C. Structural Evaluation
- D. Parking Survey
- E. Traffic Impact Analysis

PROJECT NARRATIVE

199 Spring Street Newport, Rhode Island

Owner/Applicant is requesting a Dimensional Variance from the City of Newport's parking requirements for transient guest facilities under section 17.104.020(f).

Owner/Applicant is proposing a 3-bedroom transient guest facility, an allowed use in the GB Zone, which shall have less than three employees. Therefore, a total of 4 spaces are required. The site contains 1 parking space and the Applicant has secured a 5-year lease for four (4) additional parking spaces off-site at the Newport Yachting Center located at 9 Sayers Wharf, Newport Rhode Island. Said off-site parking spaces are a 6-minute walk according to google maps.

The premises has a long history of use as a transient guest facility or B&B. Enclosed with the application is an affidavit from the prior owner who operated a 3-bedroom inn at the site from 2005 to 2015 as well as a 2018 tax assessor field card which describes the use as "B&B/Inn."

The home was built in 1750 according to the Tax Assessor and sits upon a substandard lot of record as it does not contain adequate parking for a 3-bedroom dwelling. The applicant is not proposing any alterations to the exterior of the building or the existing floorplans.


The hardship the applicant seeks relief from is due to the substandard size of the lot upon which the structure sits. The parcel was platted prior to the enactment of the zoning ordinance, therefore does not contain adequate space for off-street parking. Relief from the literal enforcement of the ordinance is required to realize a lawfully permitted use.

A transient guest facility is consistent with the general characteristics of the area as evidenced by the fact that both adjacent properties along Spring Street are used as transient guest facilities. Moreover, the City's Zoning Ordinance specifically allows the proposed use at this location.

Enclosed with the Zoning Board Application Packet are the following exhibits;

- (i) An affidavit Ray L. Myerson, the prior owner and operator of the transient guest facility at the premises from 2005 to 2015
- (ii) The Tax Assessor Field Card from 2018 showing the use description as "B&B/Inn"
- (iii) "Parking Space Agreement" between the Owner/Applicant and UPP Global, LLC.
- (iv) Building Floor Plans

Respectfully submitted;



David L. Johnston, Esq.
Attorney for the Applicant.

SUBMITTAL WAIVER REQUEST

Requirement Waiver Request
199 Spring Street Newport, Rhode Island

August 13, 2024

David L. Johnston, Esq., Attorney for the Owner/Applicant, hereby requests a waiver of the submittal requirement for a Parking Survey. The subject parcel is a substandard lot of record containing a single parking lawfully pre-existing substandard parking space on the lot. The required number of parking spaces have been contractually reserved off-site at a pre-existing parking lot.

Respectfully submitted

A handwritten signature in blue ink, appearing to read 'David L. Johnston', with a stylized flourish at the end.

David L. Johnston, Esq.

AFFIDAVIT OF PRIOR OWNER

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

The undersigned, being first duly sworn under oath according to law and intending to be legally bound hereby, depose(s) and say(s) as follows:

1. I am of full legal age and under no legal disability.
2. I owned the Property located at 199 Spring Street, Newport, Rhode Island further identified as Lot 010 on Assessor's Plat 27 continuously from July 15, 2005, pursuant to Warranty Deed recorded in Book 1648 page 92 with the City of Newport land evidence records, until January 29, 2024.
3. During a portion of my ownership I operated the property as a 3 bedroom Bed and Breakfast and rented 3 bedrooms. I operated the 3 bedroom Bed and Breakfast from 2005 to 2015.

That I will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereinafter be instituted, to the trust of particular facts hereinabove set forth.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 11 day of July, 2024.

Witness

Ray L. Meyerson

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Newport on this 10 day of July, 2024 before me personally appeared Ray L. Meyerson, to me known and known by me or proved to me through satisfactory evidence to be the party executing the foregoing instrument, and acknowledged that he executed said instrument for the purpose stated therein as his free act and deed.

Lisa Gargaro
Notary Public

LISA GARGARO
Notary Public, State of Rhode Island
My Commission Expires 11/19/2026

2018 ASSESSOR'S FIELD CARD

199 SPRING ST

Location 199 SPRING ST

Map/Lot/Unit 27/ 010/ / /

Acct# R05065

Owner MEYERSON RAY L

Assessment \$814,100

PID 5045

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$577,900	\$236,200	\$814,100

Owner of Record

Owner MEYERSON RAY L

Sale Price \$975,000

Co-Owner

Certificate

Address 199 SPRING ST
NEWPORT, RI 02840

Book & Page 1648/ 92

Sale Date 07/15/2005

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MEYERSON RAY L	\$975,000		1648/ 92	00	07/15/2005
WEBER KAREN L AND	\$0		1575/ 336	NS	12/29/2004
WEBER KAREN	\$555,000		1254/ 164	00	01/17/2003
RINEHART EVA B	\$420,000		1137/ 265	00	04/01/2002
MATHISON GENEVIEVE	\$0		217/ 589		

Building Information

Building 1 : Section 1

Year Built: 1750
Living Area: 2,650
Replacement Cost: \$819,100
Building Percent: 70
Good:
Replacement Cost
Less Depreciation: \$573,400

Building Photo

Building Attributes	
Field	Description
Style	B & B / Inn

PARKING SPACE AGREEMENT

PARKING SPACE AGREEMENT

This Parking Space Rental Agreement (hereinafter referred to as the "Agreement") is made and effective to be determined by the readiness for rental of 199 Spring St, Newport RI by RI Property Wire, LLC, the owners.

BY AND BETWEEN: UPP Global, LLC hereinafter referred to as the "Lessor".

AND: RI Property Wire, LLC, hereinafter referred to as the "Lessee", collectively referred to as the "Parties".

Lease Term: 5 years

The Lessor agrees to provide the Lessee with the use of **4 FOUR** parking spaces situated at 9 Sayers Wharf, Newport, RI 02840 otherwise referred to as "Newport Yachting Center Parking" ("Parking Spaces") under the terms and conditions stated in this Agreement.

This Agreement will begin on the date for which 199 Spring St, Newport RI is available to be leased as a short term rental house, and will continue in **5 YEAR** terms unless terminated by either party with at least 30 days from the termination of the current **5 year term**.

At the end of each **5 YEAR** term, if neither party provides a termination notice as specified above, this Agreement will automatically renew for an additional **5 YEAR**, and the same terms and conditions will apply, including the **FEE of 1\$ per 5 YEARS per PARKING SPOT**.

Fees

Lessee shall pay a fee of **1\$ per 5 YEARS** for the exclusive use of each of the 4 parking spaces. Payment shall be made on or before the yearly anniversary of this agreement, commencing from the Effective Date of this Agreement.

Subletting

The Lessee is authorized to allow any of its guests staying at the property 199 Spring St, Newport RI to use either or both of the spots at any time during the lease term.

Maintenance

The Lessee is responsible for keeping the vehicle they are using in good condition and free of hazardous leaks. Repairs on the vehicle will not be allowed in the Parking Spaces.

Damage and Use of Space

The Parking Space is only to be used as designated, a space for parking vehicles with updated insurance and registration, as is specified in this agreement. The Lessee shall exercise reasonable care in using the Parking Space and shall not engage in any activities that may cause damage to the parking space or other property.

Reporting and Handling Damage:

In the event that the Lessee or their vehicle causes any damage to the Parking Space, surrounding property, or the Lessor's property, the Lessee shall promptly report such damage to the Lessor. The Lessee and Lessor shall then jointly inspect the damage to assess its extent and determine any necessary repairs or compensation.

Responsibility for Repairs:

If the damage is determined to be the responsibility of the Lessee, the Lessee shall be responsible for the cost of repairs or restoration. The Lessor shall obtain estimates for the repairs, and the Lessee shall reimburse the Lessor for these costs within 30 of receiving the invoice.

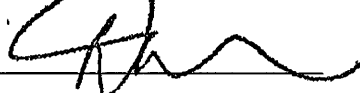
Failure to Report Damage:


Failure to promptly report any damage or accidents involving the Lessee's vehicle while using the Parking Space may result in the Lessee being held fully liable for all associated repair costs.

Governing Law

This Agreement shall be governed by Rhode Island law where the Parking Spaces is located.

In Witness Whereof, the Parties agree to execute the agreement on the day and date mentioned herein.

Lessor: DAN MCNUFF Sign: 

Lessee: Andrew Cotton Sign: 

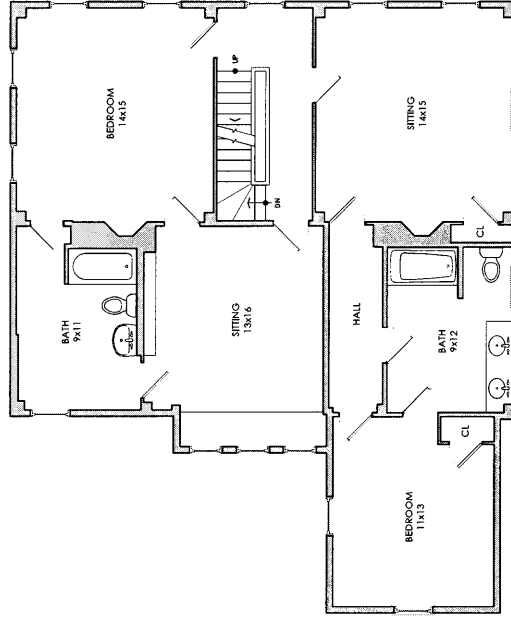
Date: 8-2-24

FLOOR PLANS

PLANS	DATE
	07/11/2024
	SCALE
	AS SHOWN
	PROJECT #
	24002

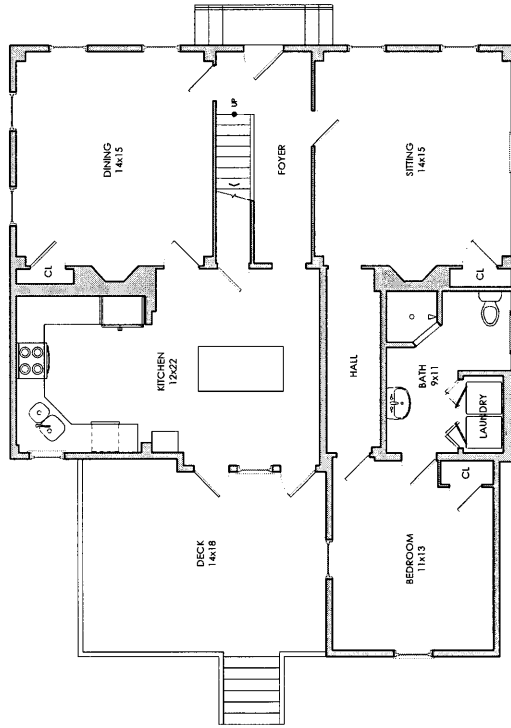
FLOOR PLANS

A1.0



1.2 SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

SPRING STREET



1.1 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

PARKING 9x18