

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, April 17, 2014 at 6:30 p.m. on the second floor in the City Council Chambers at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business

A. Conditional Use Appeal:

24–34 Tucker Avenue, David & Sylvia Sprague, owners, Tax Map 332, Block A, Lots 002, 003, 004, 005, 006, 041, 042, 043, 044 & 045, R-3 Residential Zone: The applicants are seeking a Conditional Use Appeal under section 14-88(a)(2) to add an accessory dwelling unit over their attached garage. Representing the appeal are the owners.

B. Practical Difficulty Appeal:

28-34 Iffley Street, Wayne & Mary Franklin, owners, Tax Map 301, Block F, Lots 007, 008 & 009, R-3 Residential Zone: In 2002, a farmer's porch and deck were added to the existing house without a permit. The applicants would like to permit the farmer's porch and deck, but it does not meet the required front yard setback. The appellants are requesting a variance for the front yard setback from the required twenty-five feet to twenty-one feet [section 14-90(d)(1)]. Representing the appeal are the owners.

2. Adjournment

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning Department



RECEIVED

MAR 27 2014

CITY OF PORTLAND
ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Dept. of Building Inspections
City of Portland Maine

Applicant Information:

David & Sylvia Sprague
NAME

BUSINESS NAME

34 Tucker Ave
ADDRESS

Portland, Me 04103

207-242-2345
TELEPHONE #

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

R-3
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

single family w/ m-law
apartment

Subject Property Information

34 Tucker Ave Ptd.
PROPERTY ADDRESS

332-A-002
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)
same
NAME

ADDRESS

CONDITIONAL USE AUTHORIZED BY

SECTION 14 - 88(a)(2)

TYPE OF CONDITIONAL USE

PROPOSED: addition to increase space
add accessory dwelling unit
over garage

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. There are unique or distinctive characteristics or effects associated with the proposed conditional use;
2. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area; and
3. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

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

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

David Sprague
SIGNATURE OF APPLICANT

3-31-14
DATE

3-31-14

To Zoning Board of Appeals:

Re: Addition to 34 Tucker Ave. Portland, ME.

We would like to add a third garage bay with a bedroom on the second floor. There is currently a large apartment/room over the garage 19' X 21' = 399 sq. ft. Part of which is a full bathroom - 7 X 9 = 63 sq. ft.

By adding the 12 X 24' addition, it will provide a separate bedroom to the apartment and provide for off-road parking. The access would be from a staircase at the back of the new garage addition. This would be the second access. The primary access now is via an enclosed staircase between the house and the existing garage. A side door at ground level of the new addition would provide access without engaging the garage door. (which will be auto from the car.)

Also adding a small kitchenette in the existing room converting a closet to a small counter with a stove and sink.

The room is currently occupied by my son. We anticipate him moving out this summer and would like to either rent it or have family stay there. (I would like to rent it; my wife wants to have family stay there)

Other than the enlargement of the garage by adding a third bay, the only other change would be a dormer over the middle door for architectural enhancement.

I've attached a page addressing each paragraph of the Ordinance Section 14-88(a) regarding guidelines for accessory units.

Thank you for your work

David & Sylvia Sprague

34 Tucker Ave.

Portland, ME. 04103

Cover letter for Conditional use Appeal App. 34 Tucker Ave.

Answers to guidelines for conditional use by paragraph:

2a. Total sq. ft. of house including new addition:

Total sq ft. of addition: 528. Upstairs addition $12 \times 20 = 240$

plus garage addition $12 \times 24 = 288$ Total: 528

Total of accessory dwelling, including addition: 400 existing plus 240 = 640 sq ft. (upstairs only)

Total house sq ft. (including garage space and accessory dwelling) is 3400 sq ft.

The accessory unit will be a total of (upstairs without the garage dimensions) 400 plus 240 = 640

640 is 18.82% of 3400. If you add the downstairs addition of garage the total is 928.

928 is 27.29% of 3400 sq. ft.

2b. New access will be at rear inside of garage addition. Current access is stairway between house and existing garage. No open outside stairs.

2c. Addition will conform to existing structure. Only change will be a dormer in front over the center garage bay.

2d. Lot size is 25,669 sq. ft. (see plot map attached)

2g. There'll be no reduction of existing living area.

2h. Third bay garage will be for parking for the additional space.

2i. I. Compatible with existing structure. Only addition is a dormer in front.

2i. II. Garage will provide parking.

2j. Owner occupied principal unit except for winter vacation.

Standards on the Conditional Use Appeal Application:

1. Converting the living space to an accessory dwelling doesn't create any change. The only unique change will be the added garage bay and the dormer, which will enhance the appearance.
2. There is ample parking for the owner and the proposed garage bay will provide another spot for parking. Safety concerns will not be affected or influenced since the change only adds space to the existing room. A second egress will improve safety.
3. The space is currently occupied by my son. He parks in our driveway. Making the accessory dwelling would not make a substantial impact on how it's being used.

Riverside Parkway

194.1

196.55

8' x 12' shed

appliance

covered

deck

deck

12' x 34'

160'

55'

24'

24'

12'

8' x 8' x 8' x 8'

28'

14'

14'

30'

8' x 12'

25'

140'

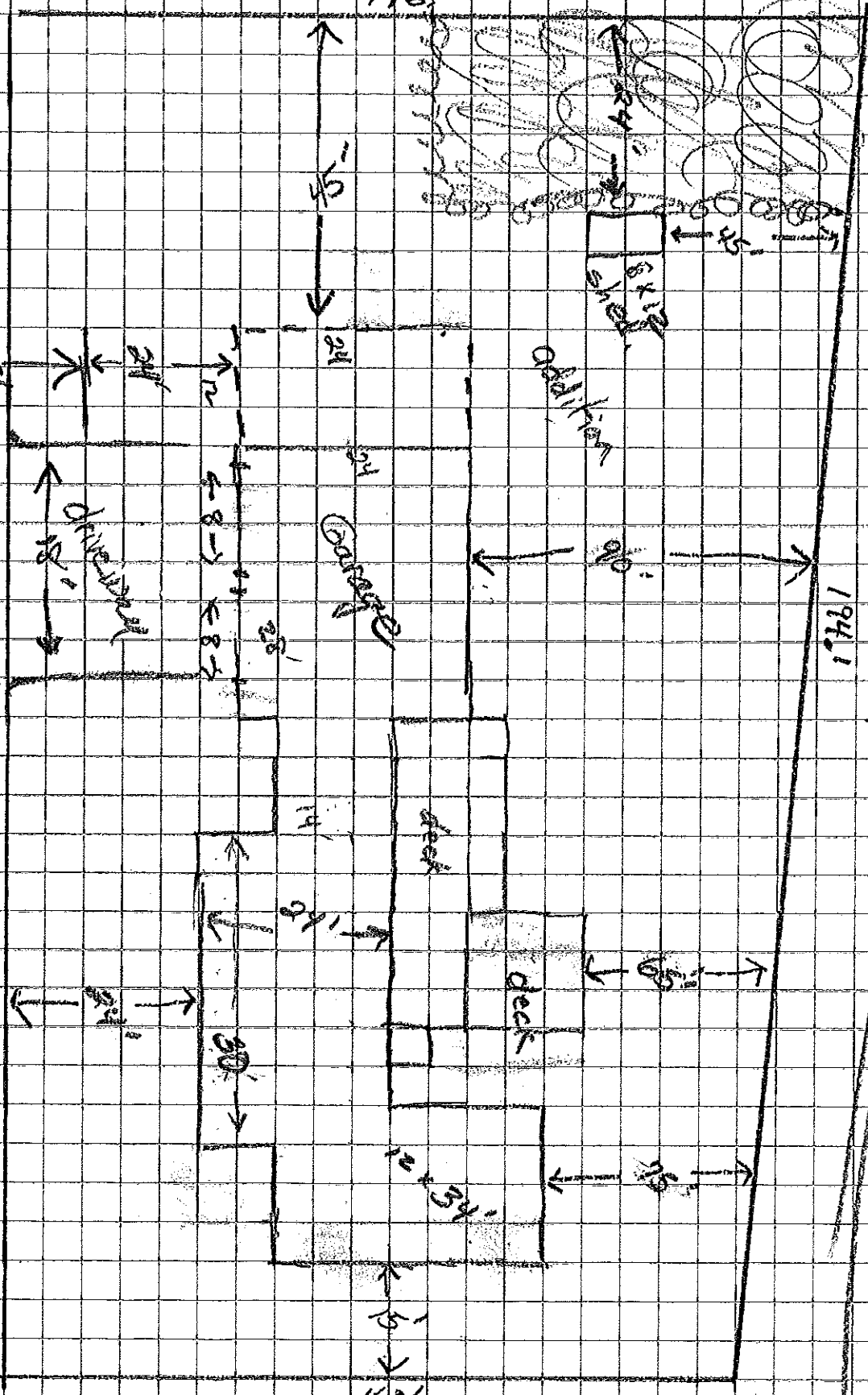
24'

driveway

Plot Plan center line

34 Tucker Ave

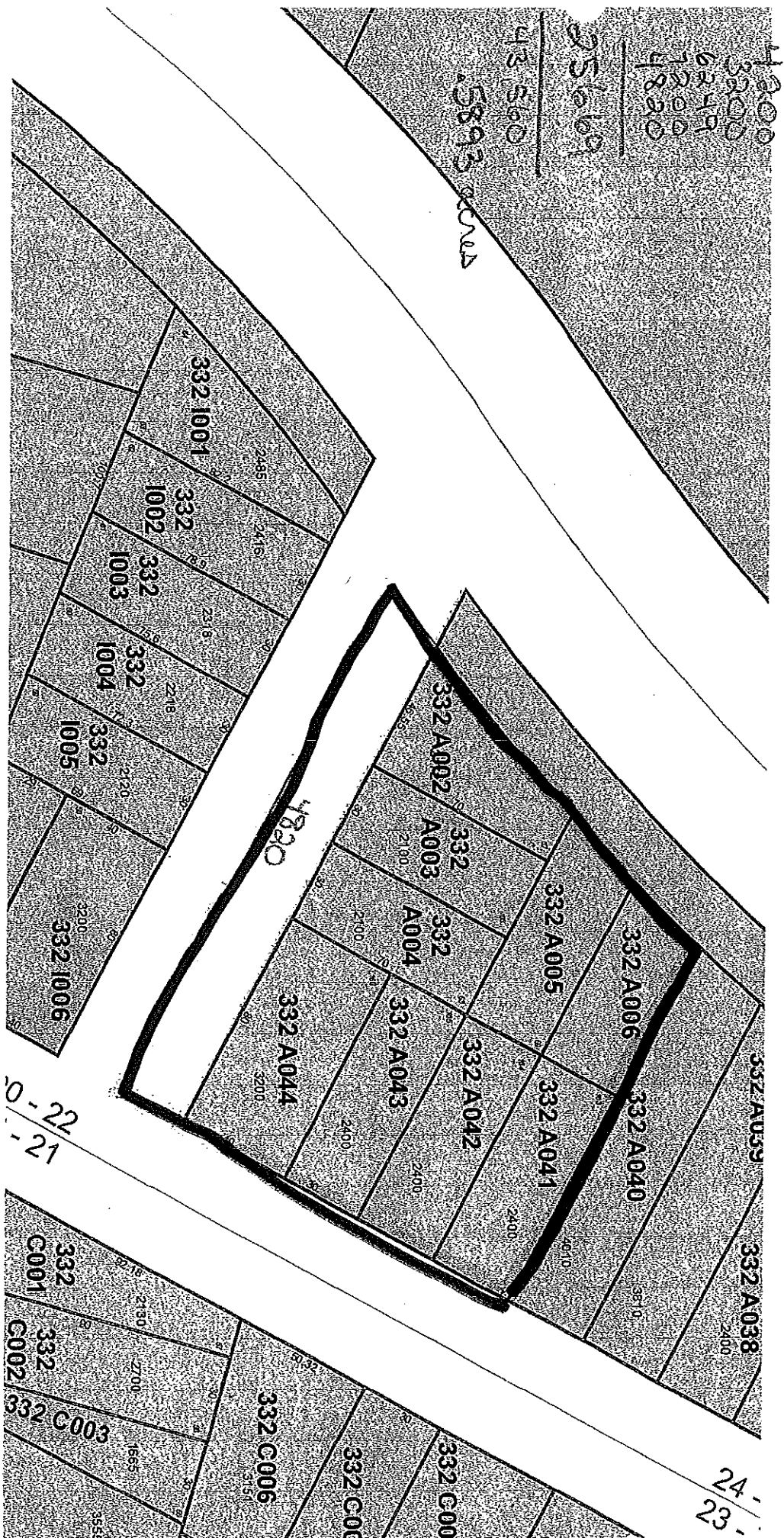
50 ft Row

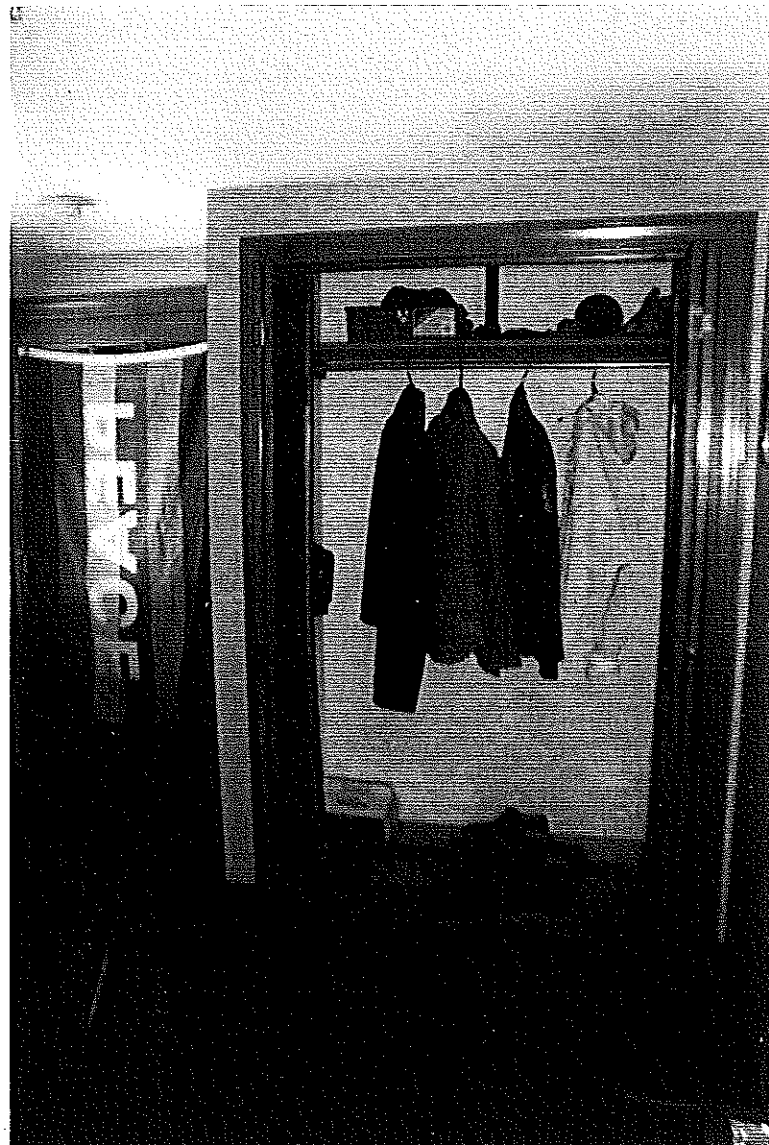
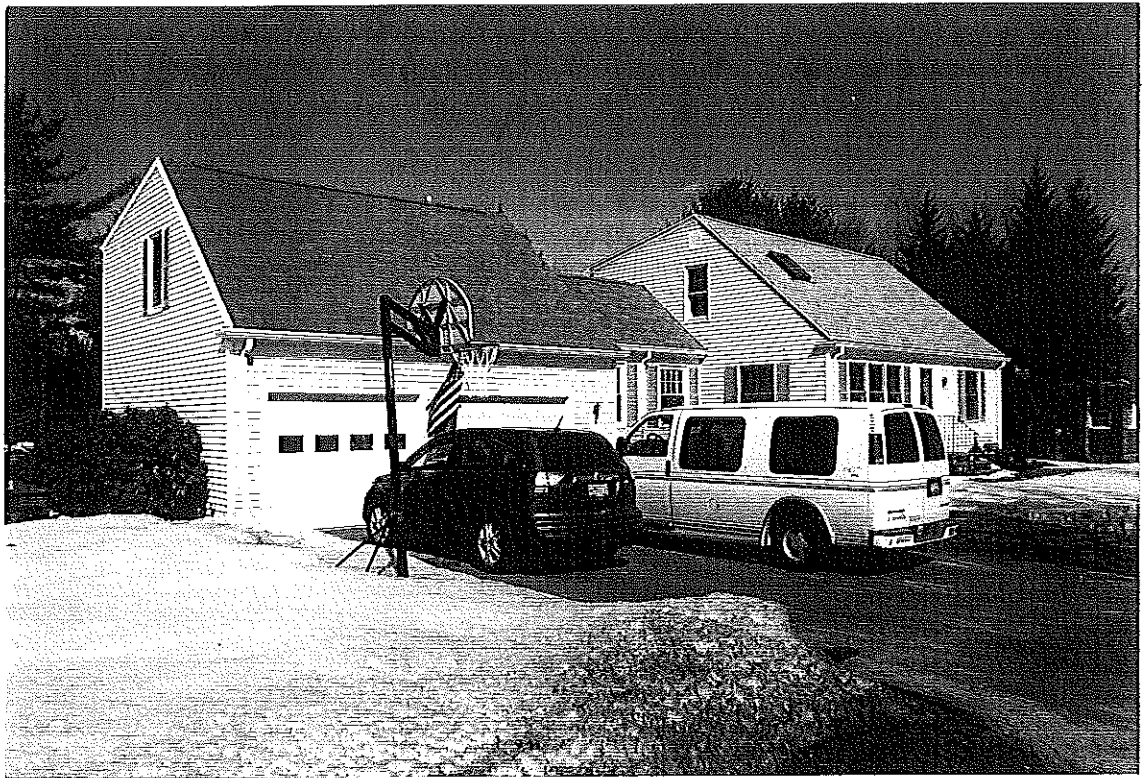


[illegible]

Front yard average - $18 + 23 = 41 \div 2 = 29.5'$

*Sprague - 34 Tucker Ave
Plot Map.*

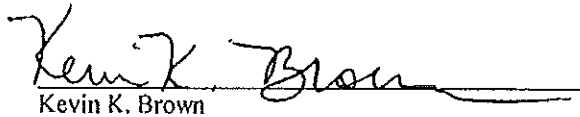


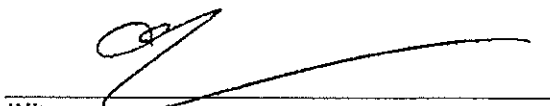


WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Kevin K. Brown of 34 Tucker Avenue Portland, ME for consideration paid, grants to David W. Sprague and Sylvia W. Sprague of 675 Belgrade Road, Mount Vernon, ME with WARRANTY COVENANTS, as joint tenants, the premises in the City of Portland, County of Cumberland and State of Maine, being more particularly described in Exhibit A attached hereto and made a part hereof.

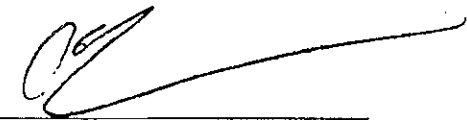
IN WITNESS WHEREOF, the said Kevin K. Brown has caused this instrument to be signed this 2/15/2012


Kevin K. Brown


Witness

State of Maine
County of Cumberland

Then personally appeared before me this, 15th day of February, 2012 the said Kevin K. Brown and acknowledged the foregoing to be his voluntary act and deed.


Notary Public/Maine Attorney at Law
Commission Expiration: _____
Charles H. McLaughlin

MAINE REAL ESTATE TAX PAID

EXHIBIT "A"

LEGAL DESCRIPTION

A certain lot or parcel of land, with the buildings thereon, situated on Tucker Avenue, in the City of Portland, County of Cumberland and State of Maine, being lots numbered one hundred sixty-three (163), one hundred sixty-four (164), and one hundred sixty-five (165) as shown on plan of Forest Avenue Terrace owned by Jacob W. Wilbur, by A. L. Eliot, C. E., dated May 7, 1910 and recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 5.

Said lots numbered 163, 164 and 165 measure each thirty (30) feet in width by eighty (80) feet in depth.

Also a certain lot or parcel of land with any buildings thereon in the City of Portland, County of Cumberland and State of Maine, and being lots numbered sixty-seven (67), sixty-eight (68), sixty-nine (69) and seventy (70), as shown on said plan of Forest Avenue Terrace.

Excepting, however, from the above described lots, that portion thereof conveyed by Ronald O. Brown to the City of Portland by deed dated November 11, 1963 and recorded in said Registry of Deeds in Book 2816, Page 188, and also any portion that may have been taken by the City of Portland by Certificate of Taking dated August 19, 1963 and recorded in said Registry of Deeds in Book 2794, Page 114.

Also conveying herewith that portion of the vacated Kelley Street abutting lots 65, 66, 67 and 68 on Plan of Forest Avenue Terrace dated May 7, 1910 and recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 5 as set forth in an instrument dated November 4, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29099, Page 87.

Also a certain lot or parcel of land, with the buildings thereon, situated on Tucker Avenue, in the City of Portland, County of Cumberland and State of Maine, being lot numbered one hundred sixty-six (166), as shown on Plan of Forest Avenue Terrace owned by Jacob W. Wilbur, by A. L. Eliot, C. E., dated May 7, 1910, and recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 5.

Also conveying any interest I may have in the paper street known as Short Street, also known as Kelly Street, as shown on said Plan of Forest Avenue Terrace referenced above. Short Street, also known as Kelly Street, was vacated by the City of Portland as evidenced by instrument dated September 16, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13326, Page 19.

Also a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, being lots numbered sixty-five (65) and sixty-six (66), as shown on Plan of Forest Avenue Terrace owned by Jacob W. Wilbur, by A. L. Eliot, C. E., dated May 7, 1910, and recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 5. The two properties are referred to in property tax maps as 332 A-3-4 Kelly Street.

Said lots numbered 65 and 66 measure each thirty (30) feet in width by seventy (70) feet in depth.

Being the same premises conveyed to Kevin K. Brown by deed dated January 30, 2003 and recorded in the Cumberland County Registry of Deeds in Book 18791, Page 197. Reference is also made to a deed dated February 2, 2012 and recorded in said Registry of Deeds in Book 29320, Page 131 and a deed dated February 10, 2012 and recorded in said Registry of Deeds in Book 29342, Page 3.

Addition to garage and upstairs apartment at 34 tucker St. Portland, Maine 04103

Garage with auto door on street level. Frost wall – cement slab w/drain. Curve driveway to the existing one.

Access to upstairs from inside the garage via stairway on back of garage wall with a landing at the top and a steel entry door at the top of the stairs. Current access is via stairway between the main house and the existing garage.

Steel entry door on side/front of addition at street level.

Upstairs will consist of a bedroom addition with closet. An entryway at the rear of the main room and an entryway from the main room to the bedroom at the mid-point of the room.

2X6 walls – 2x10 floor joists with 5/8" sheetrock on the ceiling of the garage. 2x8 pre-built trusses.

Dormer at front above the middle bay of the garage roof.

New architectural roof shingles over the new and existing garage.

Interior finished with ½ " sheetrock – ceiling light – wall switches – outlets – and closet light with wall switch. 4 foot kneewall at front to match existing main room kneewall.

Change electric service for the apartment to it's own service meter.

34 Tucker Ave addition to garage

Electrical for kitchenette

Plug-in for stove

Outlet for refrigerator

Grounded plug for counter-top

Electric for garage and bedroom addition

Bring electric from main house to box in garage addition.

Switch & lights at top and bottom of stairs.

Garage door opener

2 plug-in outlets in garage

Switch and exterior light at side door of garage addition

Upstairs in bedroom

Switch and lights in bedroom

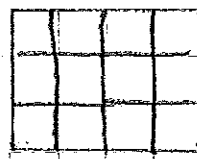
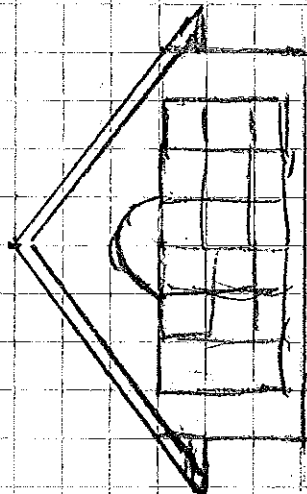
4 outlets in bedroom

Switch and light in addition bedroom closet.

Also wired smoke detectors existing in existing bedroom and entry hallway

New smoke detectors in new bedroom and garage.

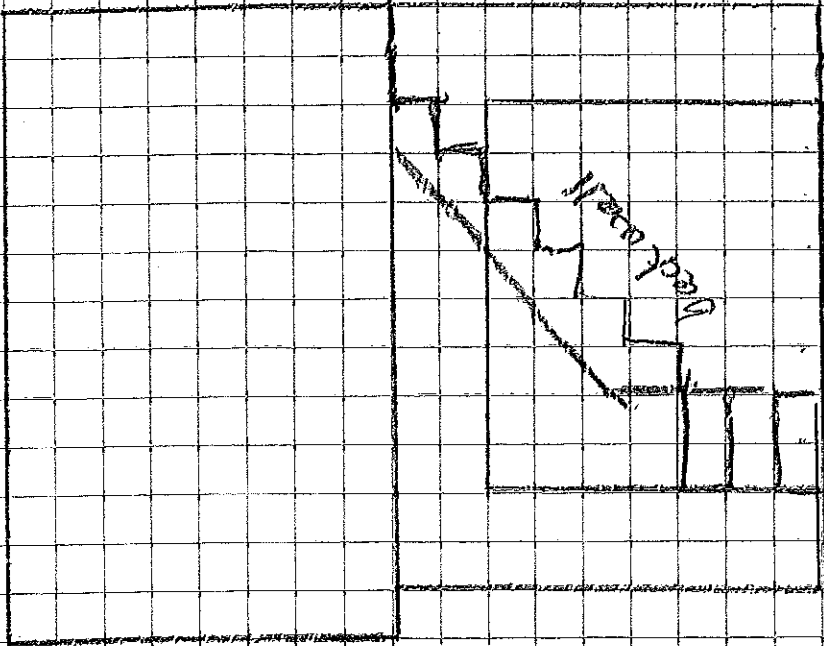
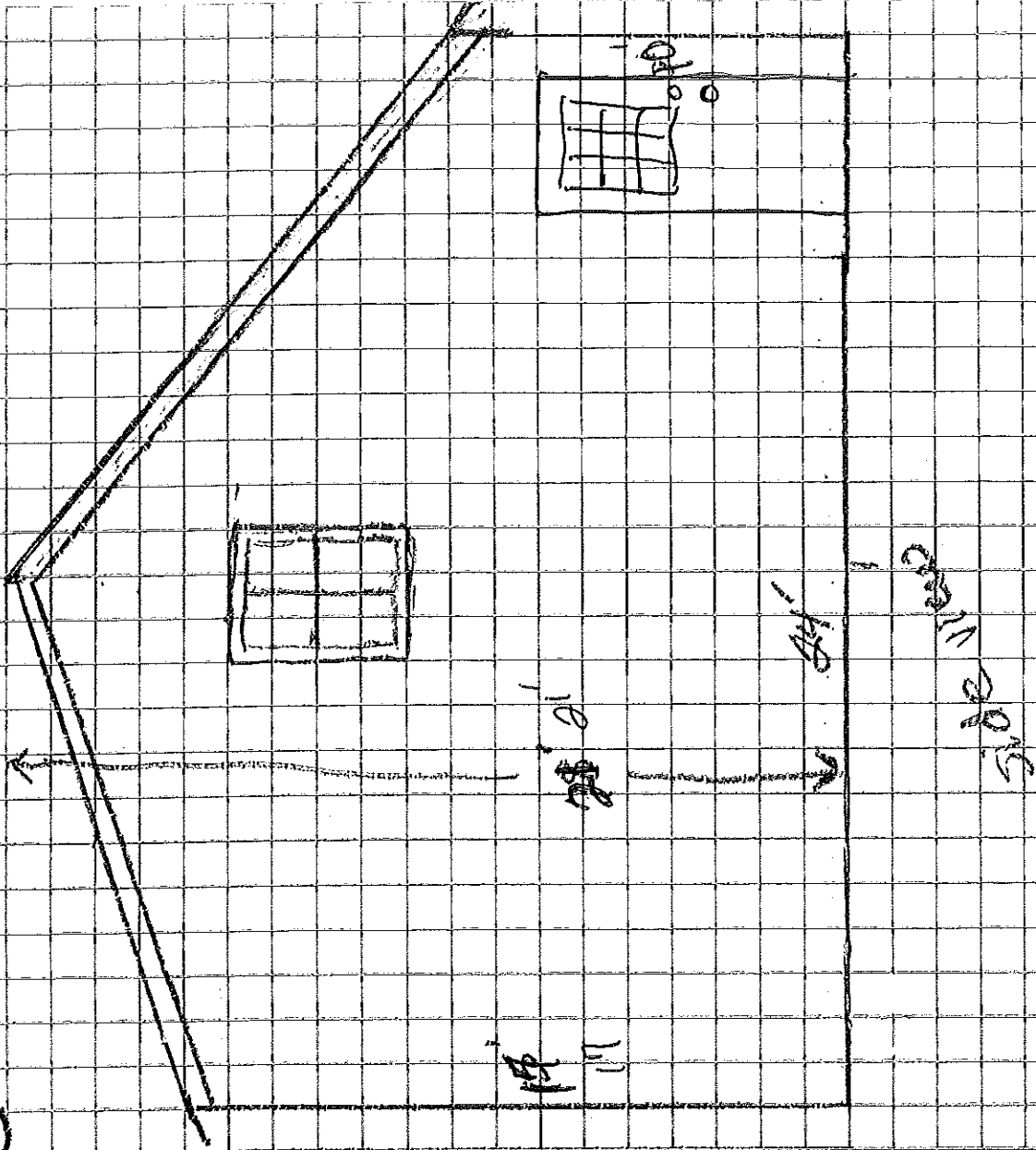
Front



7
8
2
8
3
8
2

38'

Sprague
34 Tucker Ave

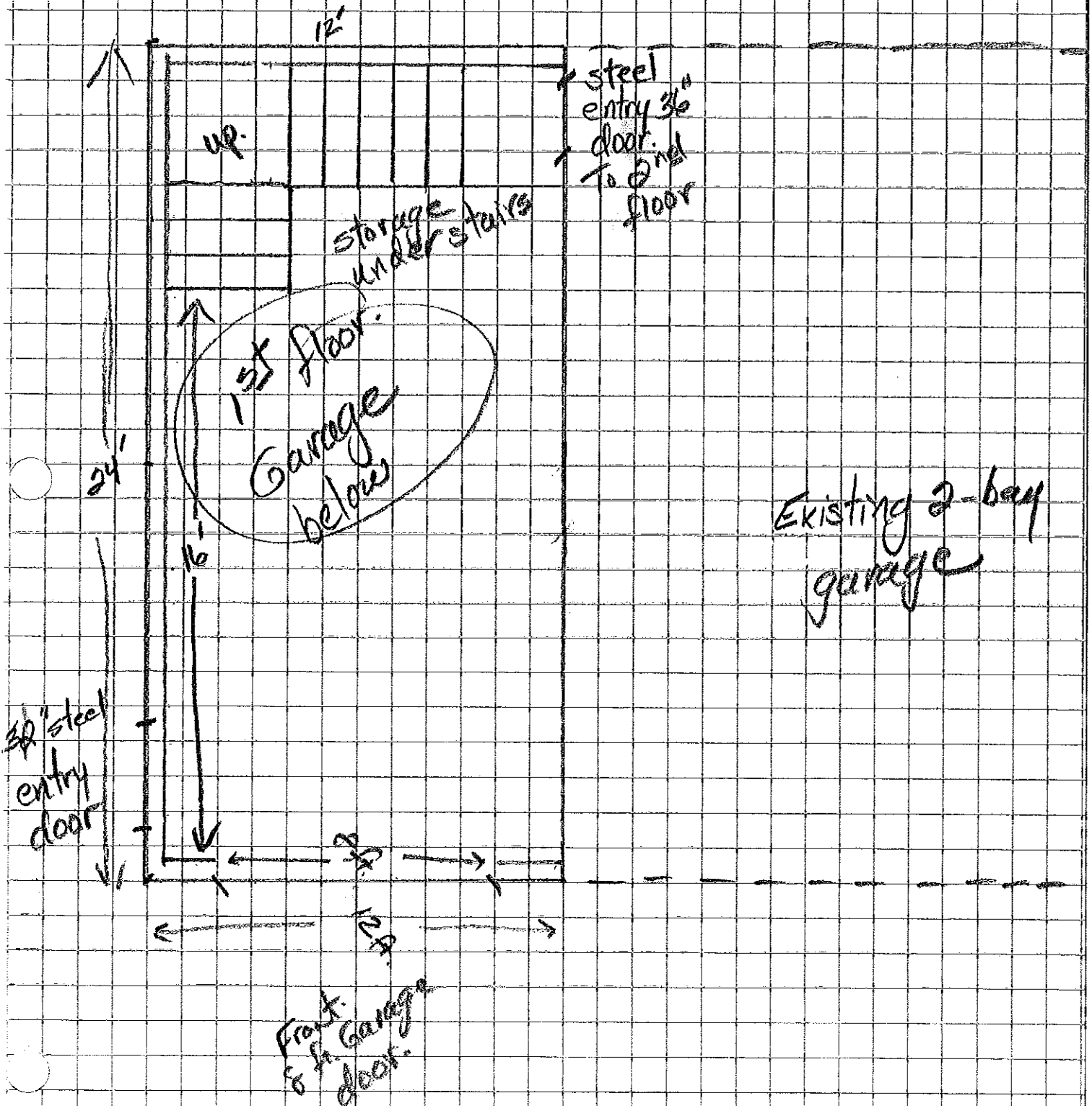


Room as
fitted
with
X

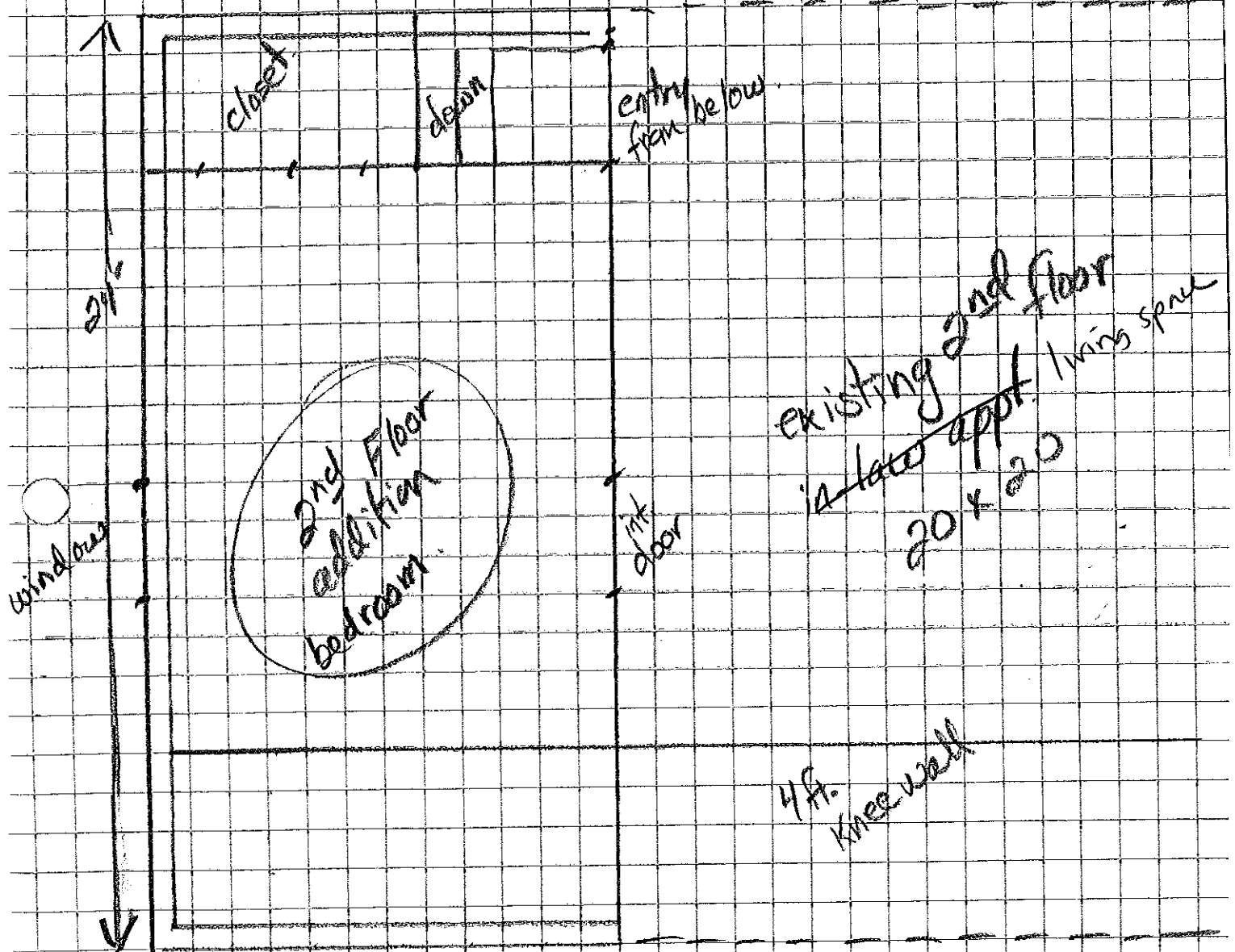
Sprague

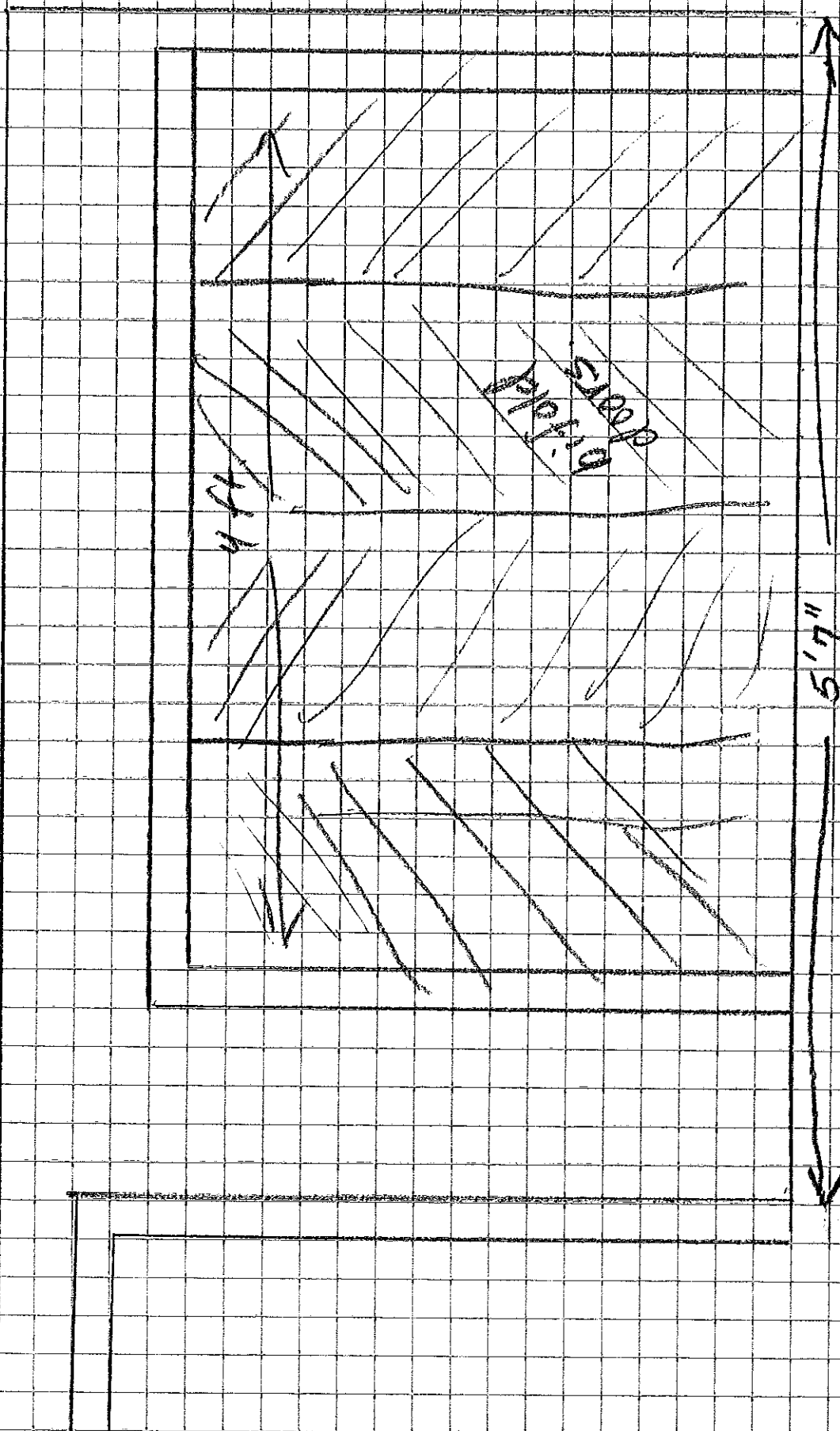
34 Tucker Ave

2x6 walls



Sprague
34 Tucker Ave.





currently a closet w/ bifold doors

7'6" tall

29" deep

closet
2' x 2' x 7'

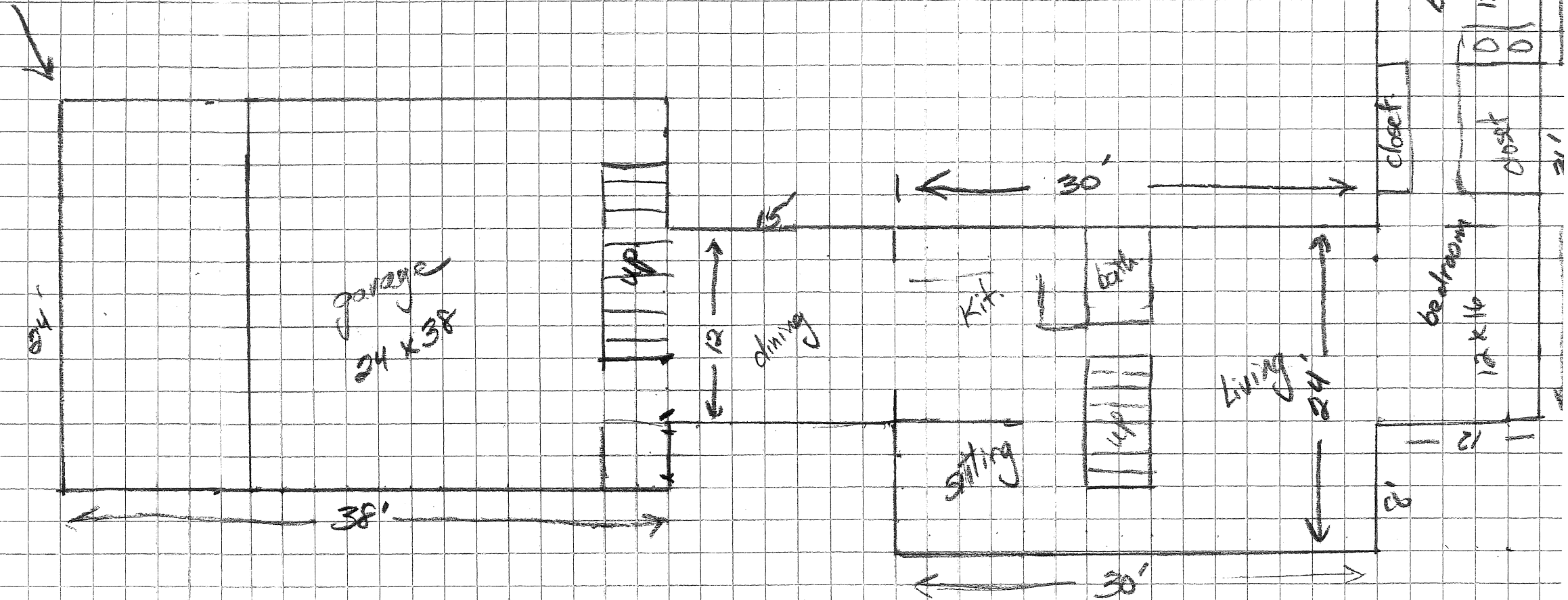
Sprague

34 TUCKER AVE

New
addition

First Floor

Floor plan



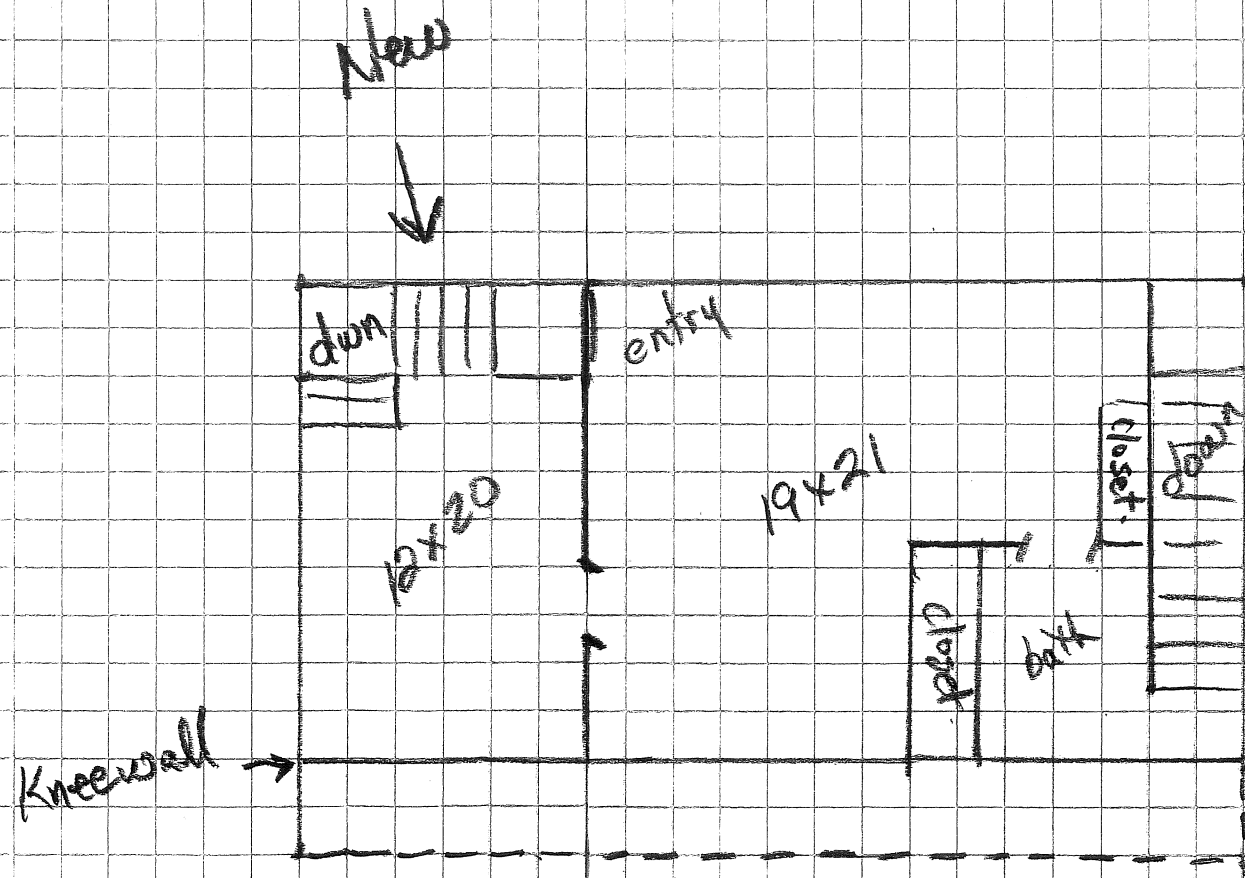
RECEIVED

MAR 28 2014

Dept. of Building Inspections
City of Portland Maine

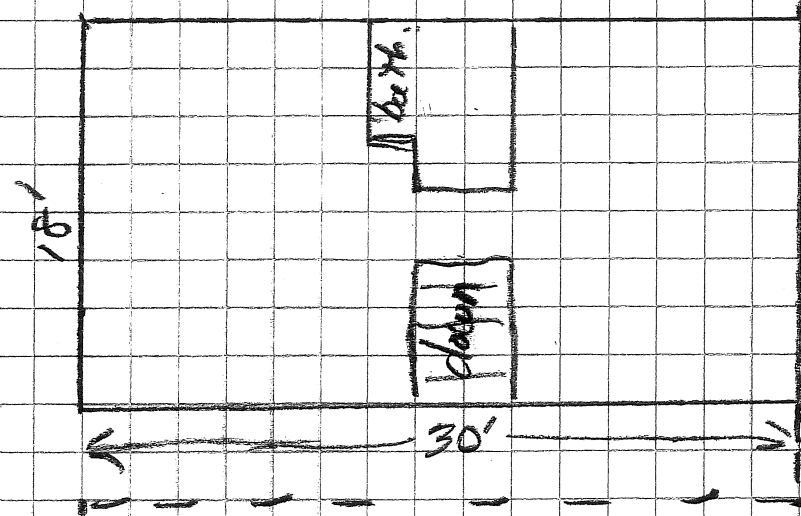
Sprague

34 TUCKER AVE



upstairs
2nd floor

Floor
Plan



Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning & Urban Development



RECEIVED

MAR 31 2014

CITY OF PORTLAND ZONING BOARD OF APPEALS Practical Difficulty Variance Application

Dept. of Building Inspections
City of Portland Maine

Applicant Information:

Wayne H. & Mary M. Franklin
NAME

BUSINESS NAME

3 Hidden Brook Drive
ADDRESS

Gorham ME 04038 (207) 415-4804
TELEPHONE #

OWNER

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

CURRENT ZONING DESIGNATION R-3

EXISTING USE OF PROPERTY:

one family house

Subject Property Information

32 Iffley Street, Portland
PROPERTY ADDRESS

301 F 7/8/9
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)

NAME

ADDRESS

(207) 415-4804
TELEPHONE #

PRACTICAL DIFFICULTY VARIANCE
FROM SECTION 14-90(a)(1)

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

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

Wayne H. Franklin
SIGNATURE OF APPLICANT

3-31-14
DATE

The following words have the meanings set forth below:

1. **Dimensional Standards**: Those provisions of the article which relate to lot area, lot coverage, frontage and setback requirements
2. **Practical Difficulty**: A case where strict application of the dimensional standards of the Ordinance to the property for which a variance is sought, would BOTH preclude a use of the property which is permitted in the zone in which it is located AND also result in significant economic injury to the applicant.
3. **Significant Economic Injury**: The value of the property, if the variance were denied, would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that the denial of the variance would mean the practical loss of all beneficial use of the land.

A Practical Difficulty Variance may not be used to grant relief from the provisions of Section 14-449 (Land Use Standards) to increase either volume or floor area, not to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning & Urban Development

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Zoning Board of Appeals (ZBA) may grant a variance from the dimensional standards of this article when strict application of the provisions of the Ordinance would create a practical difficulty, as defined herein, and when all the following conditions are found to exist:

"Practical Difficulty" variance standards pursuant to Portland City Code §14-473(c)(3):

1. The need for the variance is from dimensional standards of the Land Use Zoning Ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied _____ NOT Satisfied _____ (deny the appeal)
Reason and supporting facts:

We own a two-story house on a 9900 square foot lot. The house is 2000+ square feet. The front setback for the City of Portland, R-3 zone, is 25 feet. We have a front farmers porch that is 21 feet from the property line and 34 feet from the street pavement. In 2002, we hired a professional contractor to build a garage and porch, relying on him to obtain the necessary permit and verify the construction was within the setback requirements. The contractor apparently did not secure a permit to build the porch part of the construction and we were never told that the porch violated the setback requirement. We had no reason to question the building procedures as the company we hired was a professional contractor. Further, the city later posted the dimensions of the porch on the assessor's website, validating our belief that the porch was in compliance. We have a need for a practical difficulty variance.

2. Strict application of the provisions of the ordinance would create a *Practical Difficulty*, meaning it would both (1) preclude a use of the property which is permitted in the zone in which it is located, and also (2) would result in significant economic injury to the applicant. (*"Significant Economic Injury" means the value of the property, if the variance was denied, would be substantially lower than its value if the variance were granted.*) To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

Satisfied _____ NOT Satisfied _____ (deny the appeal)
Reason and supporting facts:

Practical difficulty - the porch is currently in place providing access to the front door and to the mudroom door. The porch is necessary to access the home without entering through an overhead garage door. The porch and steps are necessary for the sale of the house as we are unable to sell the house without a variance. Use of this property is permitted within the R-3 zone.

Significant economic injury- we have a buyers contract but we are unable to complete the sale because of the setback issue. Eliminating the porch would decrease the current value of the house and adversely impact the pending contract for sale, which includes the front porch. While this issue is pending, we are maintaining two houses, paying for expenses at both.

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning & Urban Development

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

Satisfied _____ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The house requires a front porch which accesses the front door and mudroom doors. The porch has no physical impact to any neighbor's homes. The porch is an asset to the neighborhood as it improves the general view of Iffley Street.

4. The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use, or fair market value, of abutting properties.

Satisfied _____ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The front porch is nicely built and is attractive to the house and for the neighborhood. Keeping the porch "as is" would continue to enhance the attractiveness of the neighborhood.

5. The practical difficulty is not the result of action taken by the applicant or a prior owner.

Satisfied _____ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

In 2002, we hired a professional contractor to build the garage and the front porch at the same time. We were not aware of the fact that he did not obtain a permit for the porch portion of the construction or that the dimensions of the porch violated the front set-back requirement. We hired a professional contractor and we expected him to be mindful of the setback requirements and permitting process. We would not have built the porch with these dimensions knowing that it violated the setback requirement.

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning & Urban Development

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

Satisfied _____ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The only solution to this issue without a variance is to deconstruct the porch at considerable cost and to rebuild another one. A buyers contract is in place at this time to purchase the home and the buyers contract may be negated if the porch is altered/removed. The buyers are waiting to close on our house and we are maintaining two houses at considerable cost to us.

7. The granting of a variance will not have an unreasonably adverse effect on the natural environment.

Satisfied _____ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The granting of a variance and leaving the porch in its current state would have no adverse impact or effect on the natural environment. The porch is in a front yard of a free standing house. The front porch is 34 feet from the road edge.

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

Satisfied _____ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

32 Iffley Street, Portland, ME is not located, whole or in part, within a shoreland area. This is a residential area in R-3.

Wayne H. Franklin / Mary M. Franklin
3 Hidden Brook Drive
Gorham, Maine 04038
(207) 415-4804

March 31, 2014

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

Members of the board,

In 2000, we purchased our home at 32 Iffley Street, Portland, ME, which was identified as 3 Iffley Street at the time. The house had an existing side entry porch and concrete steps to the front door. In 2002, we contracted with a builder, who is no longer in business, to build a garage and farmers front porch. The decision to build the front porch was made while the garage was in progress. Due to our inexperience with the building process, we relied upon the contractor to obtain the appropriate permit and ensure setback parameters were met. We later saw that the assessor's website reflected the front porch and its current dimensions, validating to us that all was in order.

In 10/2013, we moved from the house as we purchased another home and we put the house at 32 Iffley Street for sale. We have been maintaining two households and the associated expenses of both since then. We recently entered into a contract to sell the house at 32 Iffley Street and during a survey, we learned that the front porch exceeded the frontal setback requirement by four feet. We subsequently learned that the contractor did not obtain a permit for the porch part of the construction.

The buyer wants the house and porch in its current state and may not continue with the purchase if we have to modify it. To lose the sale of the house and remove the porch or reconstruct it would be an economic hardship due to the expenses of a rebuild and a decrease in house value.

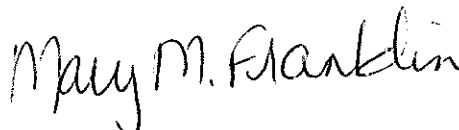
We are unable to sell the house with the current status and so we are requesting a Practical Difficulty Variance to allow for the existing porch to remain as is.

Thank you very much for your consideration on this request.

Sincerely,



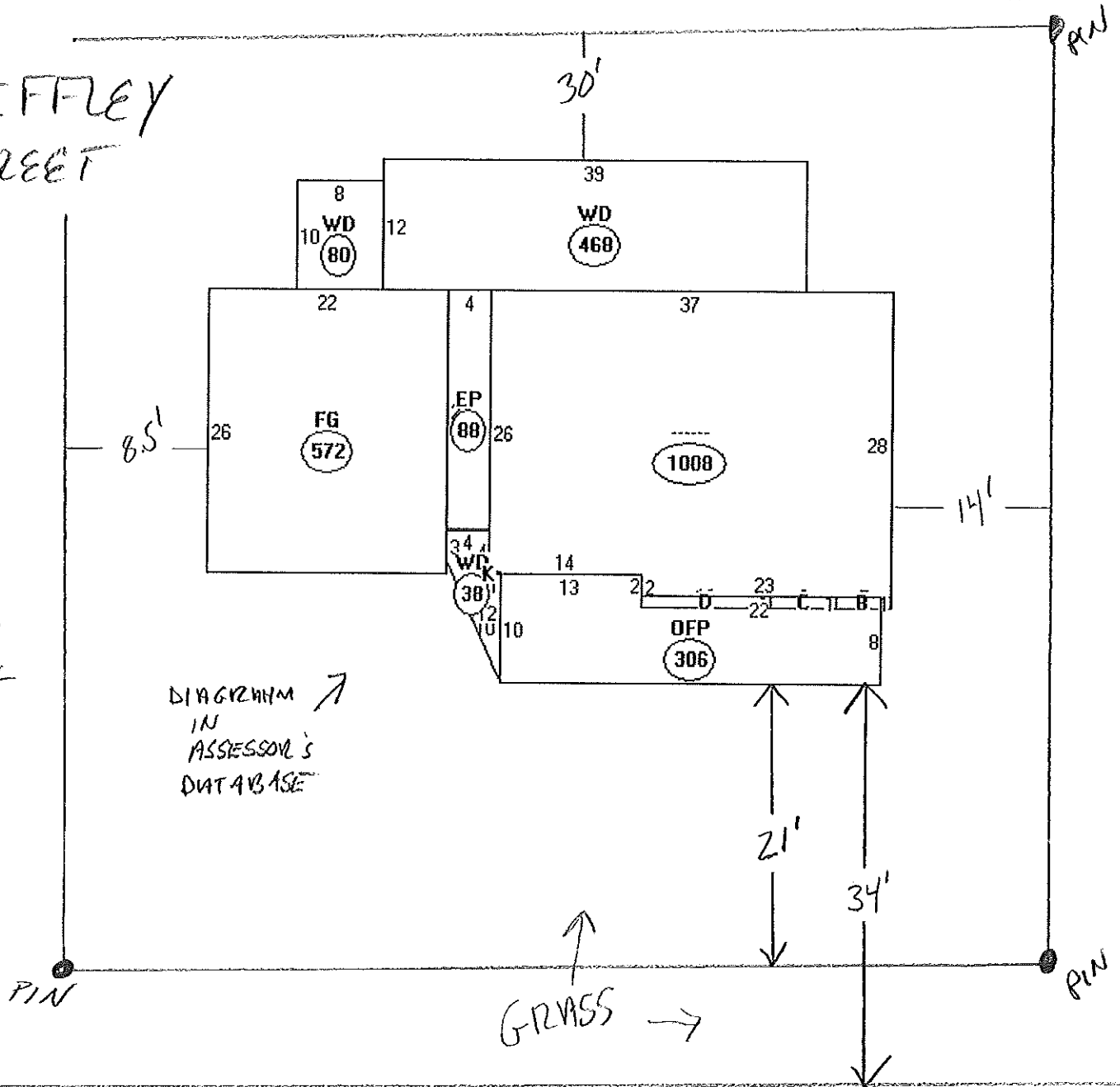
Wayne H. Franklin



Mary M. Franklin

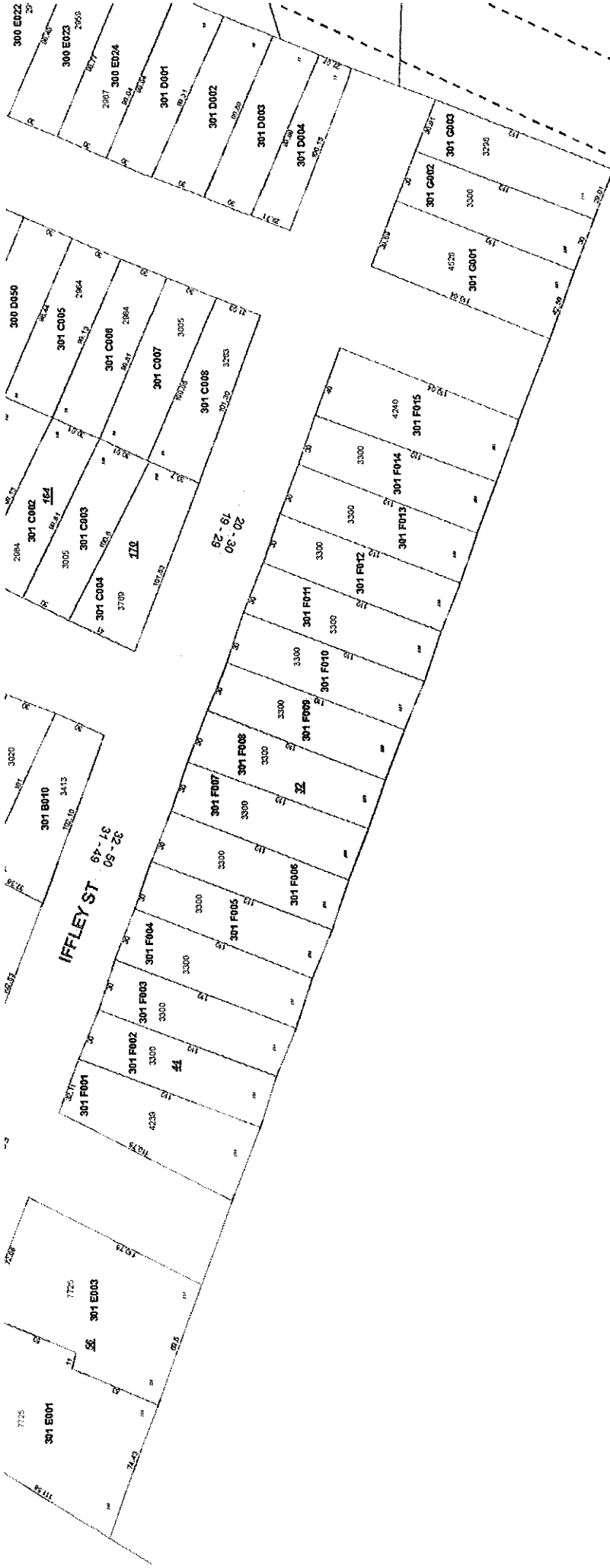
32 IFFLEY STREET

Lot = 8900
sq feet



IFFLEY STREET

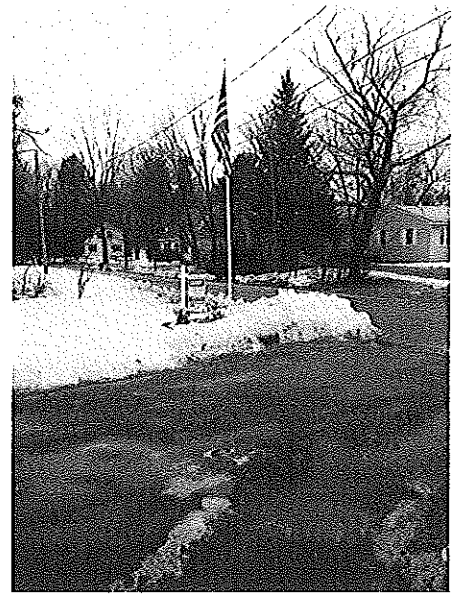
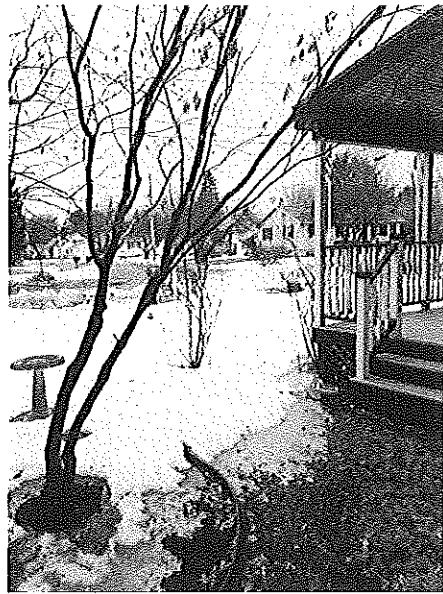
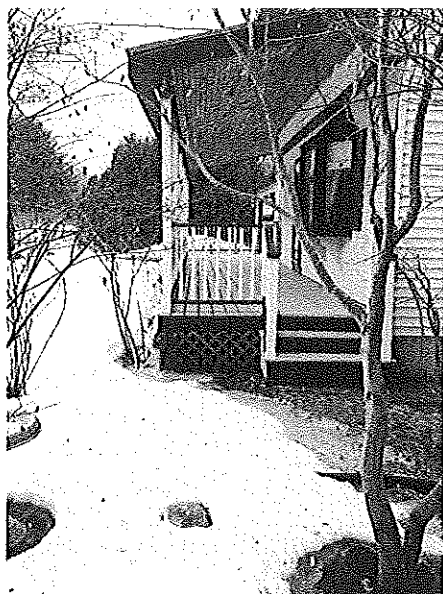
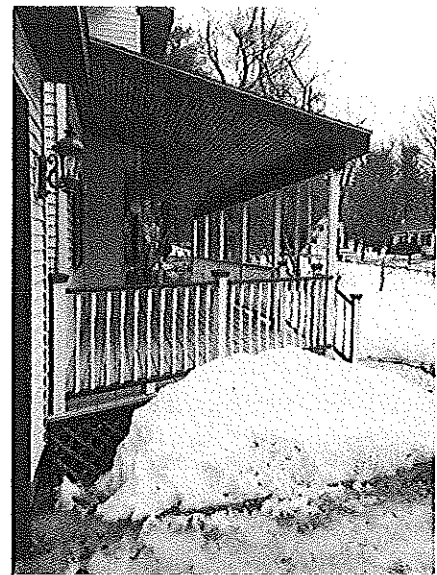
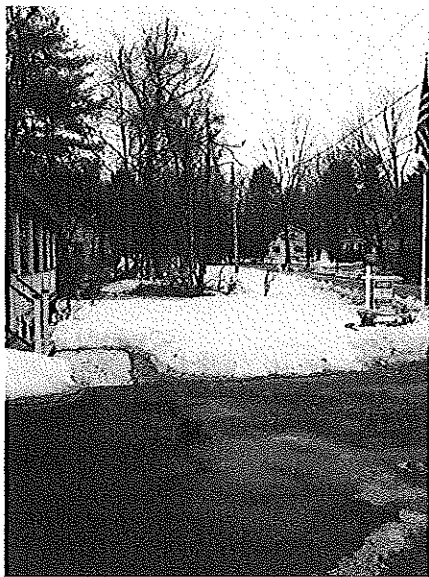
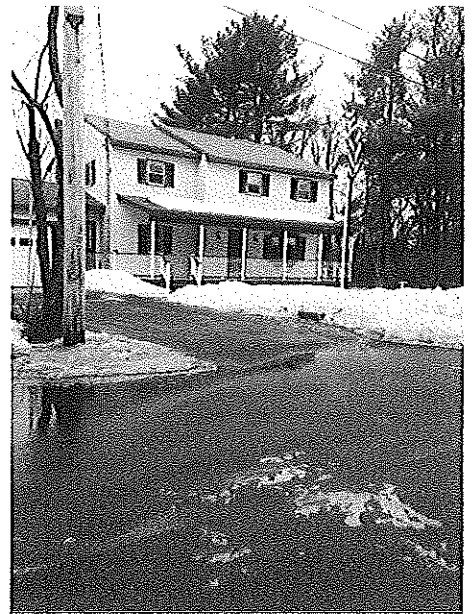
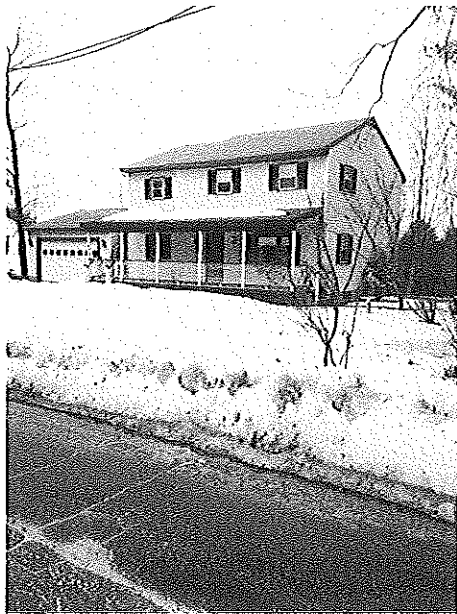
BELFORT STREET



301 J010

578362

Copyright 2011 Esri. All rights reserved. Thu Mar 27 2014 05:03:39 PM.



0047602

08115675PG1541

WARRANTY DEED

We, Peter P. Ames and Alice D. Ames

of 3 Ifley Street, Portland, Maine 04103, for consideration paid, grant to

Wayne H. Franklin and Mary M. Franklin

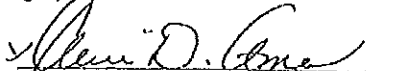
of 10003 Presnell Pl., Fort Belvoir, VA 22060 as joint tenants and not as tenants in common,
with WARRANTY COVENANTS, the following described real property in Portland, County of
Cumberland, and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the
premises hereinabove described.

WITNESS my/our hand(s) and seal(s) this 21st day of August, 2000.


Peter P. Ames

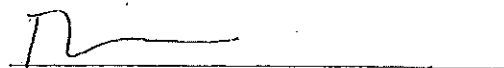

Alice D. Ames


Richard E. Clarke
Witness

State of Maine,
County of Cumberland,

Personally appeared before me the above-named Peter P. Ames and Alice D. Ames and
acknowledged the foregoing instrument to be their free act and deed.

Before me,


Richard E. Clarke, Attorney at law

MAINE REAL ESTATE TAX PAID

DK 115675 PG 1551

EXHIBIT A - PROPERTY DESCRIPTION

Closing date: 08/21/2000
Borrower(s): Wayne H. Franklin and Mary M. Franklin
Property Address: 3 Miley 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, and being Lots 228, 229 and 230, according to City of Portland Tax Assessor's Map, Book 301, Block F, Lots 7 through 9. Each lot being 30 feet x 110 feet, more or less. Also being described as lots 228, 229 and 230 as shown on Plan of Portland Villa Site, recorded in Cumberland County Registry of Deeds in Plan Book 14, Page 7.

For title reference see deed of Ronald A. Mackenzie and Diana M. Mackenzie to Peter P. Ames and Alice D. Ames dated August 28, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7348, Page 309.

RECEIVED
RECORDED REGISTRY OF DEEDS

2000 AUG 22 PM 3:47

CUMBERLAND COUNTY

John B. Quinn

DocuSign Envelope ID: 0AD7F8A9-5093-4FAB-B840-C2C401A0C0D2

PURCHASE AND SALE AGREEMENT ("days" means business days unless otherwise noted, see paragraph 23)

Offer Date February 18, 2014

February 20, 2014 Effective Date
 Effective Date is defined in Paragraph 23 of this Agreement

1. PARTIES: This Agreement is made between John Chaisson, Kelly Brogan
Wayne H. Franklin, Mary M. Franklin ("Buyer") and ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all part of; ☐ part of; see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 32 Trefley described in deed(s) recorded at said County's Registry of Deeds Book(s) 15675 Page(s) 154 and

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: no exceptions
 Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on February 17, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: Dishwasher, Microwave, Range-Blender, Refrigerator, Bar Stools

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$300,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 2 days of the Effective Date, in the amount of \$10,000.00. Buyer agrees that an additional deposit of earnest money additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: Better Homes & Gardens TWO ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 20, 2014 (date) to Buyer. 5:00 AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 20, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debts, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and possess the property "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2014

Page 1 of 4 - P&S

Buyer(s) Initials

Seller(s) Initials

Buyer(s) Initials: JC KBSeller(s) Initials: WH MF

Produced with ZipForm® by ZipLogic 18070 Fillion Mill Road, Fenton, Michigan 48430

13th Anniversary

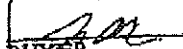
DocuSign Envelope ID: 6AD7FBA9-5093-4FAB-BB40-C2C401ADC2D2

27. GENERAL PROVISIONS:

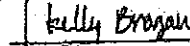
- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 255 Dingley Spring, Gorham, ME 04038

DocuSigned by:


 BUYER
 John Chaisson
02/18/2014
DATE

DocuSigned by:

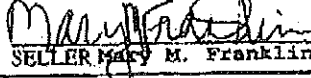

 BUYER
 Kelly Brogan
02/18/2014
DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is


 SELLER Wayne H. Franklin

DATE


 SELLER Mary M. Franklin

DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____

SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____

BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

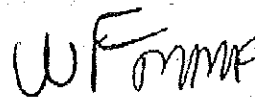
BUYER _____ DATE _____



Maine Association of REALTORS®/Copyright © 2014.
 All Rights Reserved. Revised 2014.

Page 4 of 4 - P&S

Produced with zipForm® by zipSign 18070 Fifteen Mile Road, Fraser, Michigan 48038 www.zipSign.com




John Chaisson and