

1. 11-17-16 Agenda

Documents:

[11-17-16 AGENDA.PDF](#)

2. ZBA Application - 735 Washington Ave.

Documents:

[735 WASHINGTON AVE. CROSSROADS APP. CONDITIONAL USE
PERMIT.PDF](#)
[COLOR SCANS OF PLOT PLANS.PDF](#)

3. ZBA Application - 67 Kingsmark Ln

Documents:

[DISABILITY VARIANCE APPLICATION - 67 KINGSMARK LANE \(PUBLIC\).PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

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

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, November 17, 2016, 6:30 p.m., Room 209, 2nd Floor, City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business:

A. Conditional Use Appeal:

735 Washington Ave, Crossroads for Women, Inc., buyer, Tax Map 163A, Block C, Lot 005, R-5 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-118(a)(2) to convert the use of an existing single-family home to a sheltered care group home that would operate as a substance abuse treatment facility for women. Representing the appeal is the buyer and Lauren Welliver, Esq.

B. Disability Variance Appeal:

67 Kingsmark Ln., William Fogel and Melinda Molin, owners, Tax Map 226, Block A, Lot 013, R-2 Residential Zone and Shoreland Zone: The applicant is seeking a disability variance under section 14-80(d)(1) to construct an ingress ramp to provide handicapped access to the front door of the existing single-family home. The appellant is requesting a front setback of six feet instead of the required twenty-five foot front yard setback. Representing the appeal is the owner William Fogel.

2. Adjournment

Portland, Maine



Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

Crossroads for Women, Inc.

NAME

Crossroads for Women, Inc.

BUSINESS NAME

71 US Rt. 1, Scarborough, ME 04074

BUSINESS ADDRESS

207.773.9931; strainor@crossroadsme.org

BUSINESS TELEPHONE & E-MAIL

Signator to a purchase and sale agreement

APPLICANT'S RIGHT/TITLE/INTEREST

R-5 Residential Zone

CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

single family residence

TYPE OF CONDITIONAL USE PROPOSED:

sheltered care group home

Subject Property Information:

735 Washington Ave., Portland ME 04103

PROPERTY ADDRESS

163A C 5

CHART/BLOCK/LOT (CBL)

Amanda Benn

PROPERTY OWNER (If Different)

110 Marginal Way, Ste. 292 Portland, ME 04101

ADDRESS (If Different)

207.210.1600

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 118.a.2

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.

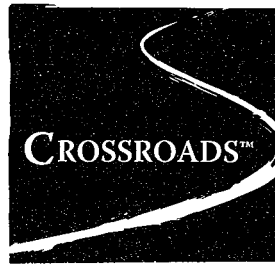
Shawn M. Trecher

SIGNATURE OF APPLICANT

10/25/16

DATE

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



October 27, 2016

City of Portland
Zoning Board of Appeals
389 Congress St.
Portland, ME 04101-3509

Re: ZONE R-5 RESIDENTIAL ZONE; 735 Washington Avenue, Portland ME 04103
Request for Conditional Use Permit to operate a Sheltered Care Group Home; Section
14-118.a.2

Members of the Board:

Crossroads for Women, Inc. ("Crossroads"), a 501.c.3 non-profit Maine-based behavioral health care provider, wishes to operate a substance abuse treatment facility for women at 735 Washington Ave., Portland, ME, 04103 (the "Property"), which is in the R-5 Residential Zone. Crossroads hereby requests that the Zoning Board of Appeals grant it a conditional use permit to use the Property as a "sheltered care group home" pursuant to section 14-118.a.2 of the City's Land Use Ordinance. Enclosed with this letter is Crossroad's Conditional Use Appeal Application, with all necessary attachments.

Crossroads is currently under contract to purchase the Property on November 1, 2016, and will promptly forward to the Board proof of its ownership following its closing. The Property is currently used as a 4-bedroom, 2 bath, 3,100 square foot, single-family residence.

A. Background: By way of background, Crossroads operates two substance use disorder residential treatment programs for women (Windham, ME and Back Cove, Portland, ME) and two outpatient mental health and substance use treatment centers for women and men (Scarborough and Kennebunk, ME). It has 40 years of experience of providing gender responsive, trauma-informed substance abuse treatment for women and is known statewide for this service. All of its programs are CARF accredited (Commission on the Accreditation of Rehabilitation Facilities). A list of its Board of Directors and a brochure describing its program are attached.

Please note that *the program proposed and described below will be similar, if not identical*, to our Back Cove Women's Residential Program (575 Forest Ave., Portland ME 04103). The Back Cove Program is located in the B-2b Community Business Zone and was granted a conditional use permit by the City in 2001 as a sheltered care group home. In FY 16, Crossroads treated 79 women in this facility, 80% of whom came from Maine. 86% of the women completed treatment; by national standards, this is a very high rate of completion. Our occupancy rate for the last 3 months has been 88%. (It is virtually impossible to have an occupancy rate above 85-90% because of the nature of treatment where we cannot predict with certainty when a bed will become available.) Over the past 6 months we usually have had a wait list for the program, prompting us to open another similar residence.

B. *Proposed Use:* Crossroads proposes to use the Property as a women's residential program for treatment of substance use disorders.

- The facility will have 10 available beds for women only and be licensed by the State of Maine for treatment of substance abuse disorders as a private non-medical residential facility for alcohol and drug treatment. Almost all of the women have co-occurring mental health issues (predominately anxiety and depression) that will also be addressed.
- The clients will be self-pay (\$15,000) or use their commercial insurance. The program is designed to provide treatment for women who are not on Medicaid, but who cannot afford the \$40,000 to \$60,000 cost of treatment provided by the well-known "celebrity" treatment centers; there is limited residential treatment for our targeted demographic.
- The length of stay for each client is 30 days or less, depending upon insurance authorization, during which time each client will receive room and board as well as treatment.
- The facility will be used to provide treatment; it is not a sober house. Treatment consists of individual counseling (each client is assigned a master's level licensed clinician) 2 times a week; group counseling daily, often twice; case management; acupuncture; yoga; and, equine therapy. Clients attend an AA meeting daily in the community. Treatment is provided 7 days a week. A daily schedule of the program is attached.
- The program will have staffing 24 hours a day, 7 days a week. A more detailed description is below.

C. *Applicable Ordinance provisions:* Section 14-118.a.2 of the City's Land Use Ordinance permits the use of this property in the R-5 Zone as a "sheltered care group home". Section 14-47 defines a sheltered care group home as: "A facility which, in addition to providing food and shelter to a defined population, provides guidance or counseling services. Such services are a primary function of the facility."

In the R-5 zone, sheltered care group homes are permitted as a conditional use *for up to twelve (12) individuals, plus staff, and serving a primary population, which is not handicapped persons, parolees, persons involved in correctional prerelease programs, or current illegal drug users, provided that:*

- a. A sheltered care group home shall not be located within five hundred (500) feet of another, as measured along street lines to the respective property lines;*
- b. There shall be no open stairways or fire escapes above the ground floor;*
- c. The facility shall make provision for adequate on-site staffing and supervision of residents in accordance with applicable state licensing requirements. If a facility is not licensed by the state, there shall be a minimum of one (1) staff person for every ten (10) residents or fraction thereof.*

Section 14-118.a.2 of Portland's Land Use Ordinance.

The proposed use satisfies the parameters set forth in section 14-118.a.2. Our clients are not involved in correctional pre-release programs, and are not current drug users. Crossroads uses an abstinence-based model. In addition:

- a. The sheltered care group home is not within 500 ft. of another sheltered care group home.
- b. There are no open outside stairways or fire escapes above the ground floor on the Property.
- c. The proposed staffing meets state licensing requirements and there is always a minimum of one staff person for every 10 residents. The program will have staffing 24 hours a day, 7 days a week. During business hours, there will be up to 5 staff during the day, 2 after hours and 1 overnight. During weekend days, 2-3 staff members will be on site during business hours, 2 after hours and 1 overnight. Clinicians (3) are master's level licensed clinicians. Other staff members are Personal Care Coordinators (2) who admit and orient clients, serve as milieu coordinators and transport clients to medical appointments, AA meetings and equine therapy.

With respect to the standards set forth in section 14-474.c.2 the proposed use of the Property will not have substantially greater negative impacts than would normally occur from surrounding users or other allowable areas in the same zoning district.

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

As noted above, while the program operates 24 hours a day, 7 days a week, only one person will be on site during non-business, over-night hours. During business hours, there will be up to 5 staff on a regular basis, other staff visiting the program as necessary. During weekend days, 2-3 staff members will be on site during business hours, 2 after hours and 1 overnight.

The existing driveway would be used for staff parking (at least 4 spaces are available, 5 could be accommodated) meeting the requirements of Section 14-332(p), requiring 1 parking space for every 2 employees, and for a 9-passenger van owned by Crossroads, meeting the requirements of Section 14-335 (a), permitting one off-street parking space for a commercial vehicle. (There is a detached 2-car garage on the property which Crossroads plans to convert to office/exercise space but does not plan to alter the building framework or change its footprint.) There is a plan and space for 2 bicycle parking spots on the property. Clients are not permitted cars; they do not leave the program except to attend medical appointments or AA meetings, for which they are transported by Crossroads staff.

Other visitors to the Property would use street parking. Once a week family members may visit their loved one and engage in education group. Historically, family education groups attract approximately 8 persons per weekly session. Family members may also visit the program to participate in a family therapy session, once or twice during a client's length of stay. Other visitors to the program include other Crossroads staff, a nutritionist (monthly), a yoga instructor (weekly), a psychiatrist (weekly), an acupuncturist (weekly) and a house cleaner (weekly).

There are no plans to change the expanse of pavement.

This use will not impact the neighborhood substantially greater than the surrounding uses or other allowable uses in this zone, which include, single-family residences, multiplex developments, PRUDs, and handicapped family units.

- b. *The proposed use will not generate unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emission to the air, odor, lighting or litter.*

Crossroads does not intend to alter the outside appearance or other attributes of the property. The outdoor lighting, and sewage systems will remain the same. The property is already fenced and any client activities on the Property will consist of outdoor exercise and a smoking area within the fence. Clients are permitted to smoke only in the designated smoking areas during certain hours of the day, and not at night.

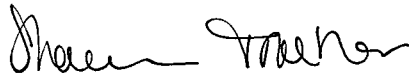
- c. *The design and operation of the proposed use will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding areas of other allowable uses in the zone.*

No signage will be placed on the property, the landscaping will not change, and deliveries will be made via access on the driveway. Crossroads will arrange to have the trash picked up weekly by a commercial entity, meeting all of the City's requirements. Materials storage will take place in the building and/or the garage. The Property will appear just like any other residential property in the R-5 Zone.

D. Community Impact: Crossroads has been operating a residential treatment program in the Back Cove neighborhood since 2002. We have an excellent relationship with our neighbors, some of whom have donated to the organization and served on our Board of Directors. Letters from members of the Back Cove community addressing our relationship and the minimal impact of the facility on the neighborhood are attached. Consistent with our operation of the Back Cove property, our goal here is to fit in with the neighborhood and operate as unobtrusively as possible.

Crossroads is looking forward to providing more treatment options for women suffering from substance abuse disorders. Residential treatment at a more affordable level is an option that is sorely missing from the provider landscape as evidenced by the occupancy rate at our Back Cove program and waitlist. Crossroads is committed to providing excellent care in a much needed area of service in our community while being a good neighbor.

Very truly yours,

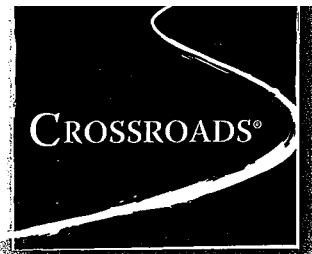
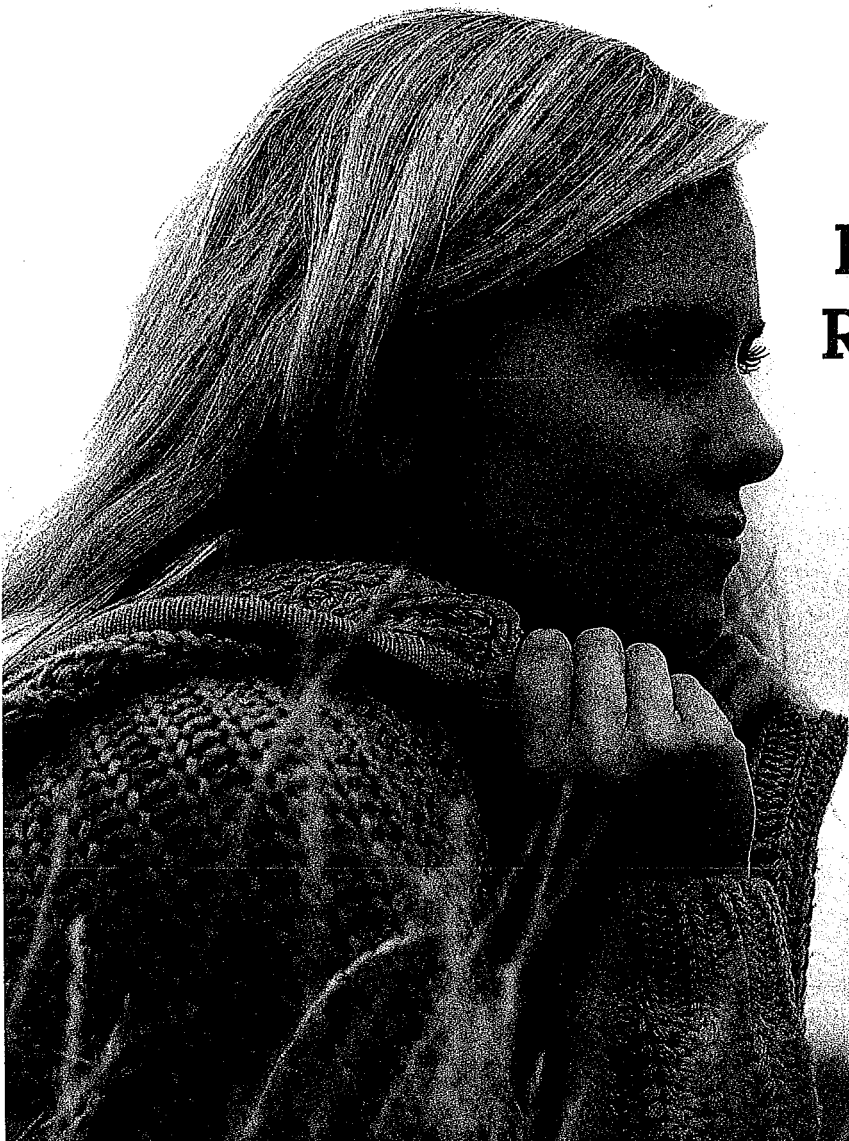


Shannon Trainor
Chief Executive Officer



Crossroads Board of Directors October 2016

1. Emily Semenchuk, **President, Treasurer** (*November 2008*)
96 Deerwander Road Tel: (H) 207-727-6821 (C) 603-833-8258
Hollis, ME 04042 Email: ebrooks@wm.com or milybrooks@hotmail.com
Waste Management – Technical Service Manager, NE/UNY
2. Christopher M. Abboud, **Secretary** (*October 2015*)
203 Murch Road Tel: (O) 207-791-3383 (C) 207-229-3012
Dayton, ME 04005 Email: cabboud@memic.com
MEMIC – Underwriter II
3. Lisa Gray Weldon- **Vice President**
52 Coyle Street Tel: (H) 207-756-9139
Portland, ME 04101 Email: tinkergray@gmail.com
4. Mike Sawyer (*September 2015*)
22 Twilight Lane Tel: (O) 207-289-3850 (C) 207-468-2054
Gorham, ME 04038 Email: mike.sawyer@foyinsurance.com
Foy Insurance of Maine - Sales and Marketing Manager
6. Carolyn Delaney (*March 2016*)
10 Sunset Lane Tel: (C) 207-671-9031
Portland, ME 04102 Email: cdelaney@maine.rr.com
Delaney Consultants – Owner
7. Garrett C. Adams (*September 2016*) Tel: (C) 971-921-0929
45 Wellington Road Email: gadams5200@gmail.com
Portland, ME 04103
Martin's Point Healthcare
8. Elizabeth C. Freeman (*September 2016*) Tel: (H) 207-838-8069
29 Alice Court Email: Lizcfreeman@aol.com
Portland, ME 04101
CASA



CROSSROADS®

Back Cove Women's Residential Program

Gender-Responsive
Addiction Treatment

•
Individual & Group Therapy

•
Comprehensive
Assessments

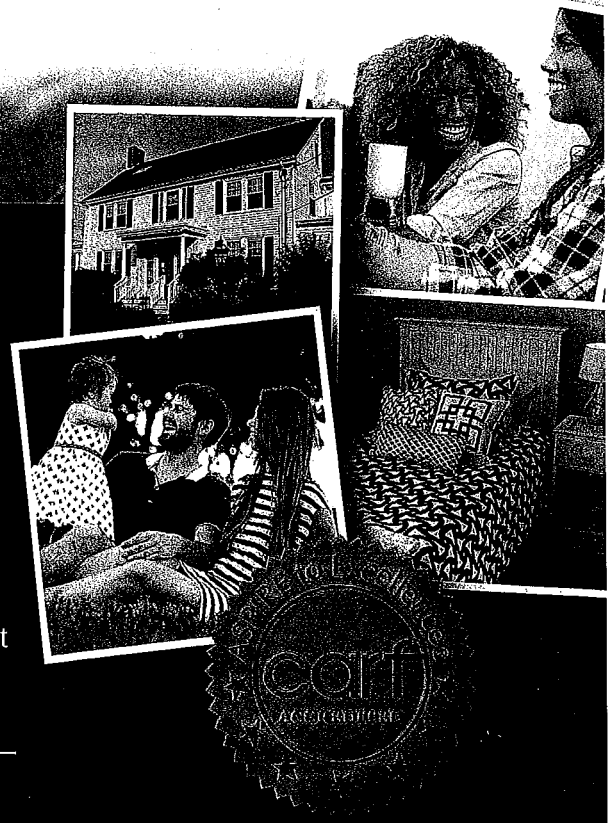
•
Holistic Wellness Services

Participate in the Back Cove Women's Residential Program Today

Fully immersing yourself in a peaceful, therapeutic environment where you can focus on your recovery and healing your mind, body and spirit is essential. The Back Cove Women's Residential Program and Recovery Center in Maine provides just the environment and care you need. This 30-day inpatient program reduces outside distractions and offers a safe, structured environment that provides a solid foundation for recovery. **Call us today!**

In-Network with Most Insurance Companies

We will work with you and your insurance provider to ensure that your benefits are explored to the fullest.



Remember Who You Wanted To Be™

(207) 773-9931 | intake@crossroadsme.org | www.crossroadsme.org

[illegible]

October 6, 2016

City of Portland
Zoning Board of Appeals
389 Congress St.
Portland, ME 04101-3509

Dear Zoning Board Representatives:

I am writing in support of Crossroads and its proposed residential treatment program on Washington Avenue. I live two doors down from Crossroads' Back Cove facility and have been very happy to have the program as a close neighbor. Because Crossroads has been located in this property, a beautiful old house has been restored and maintained as a residential facility, rather than being torn down to make way for a big box or simply allowed to deteriorate.

Crossroads is an excellent neighbor. We never have problems with parking or any other kind of disruption related to Crossroads. It is a very quiet, well-kept property and an asset to the community.

Crossroads is a fantastic community resource providing essential services to those in need. As a former board member, I believe we are very lucky to have such a well-run program serving our community. We all know that addiction is an enormous problem facing our state and city. Crossroads is a critical part of the solution. I urge you to support expansion of Crossroads.

Sincerely,

A handwritten signature in cursive script that reads "Beth Sellers".

Beth Sellers

65 Coyle Street
Portland, ME 04101

Cc: Shannon Trainor, CEO, Crossroads

October 1, 2016

Lisa A. Weldon
52 Coyle Street
Portland, ME 04101

City of Portland
Zoning Board of Appeals
389 Congress St.
Portland, ME 04101-3509

Dear Zoning Board Representatives:

I am writing to communicate my support of Crossroads proposed second women's residential treatment program in Portland on Washington Avenue. I have lived on Coyle Street since 1998 and have been a neighbor of the residential treatment program since its inception. During these many years, Crossroads has been an excellent neighbor. They have taken an old house and made it into a beautiful property. I have never experienced any disruptions associated with the house, its patients, staff, etc. There has never been a parking issue either.

I wholly support Crossroads' expansion of their services in Portland and beyond. I am confident that they provide excellent service (I have served on their board for more than ten years) and believe that any neighborhood would be improved by their presence.

If I can be of any assistance or describe in more detail my experiences, please do not hesitate to reach out to me (207-756-9139).

Sincerely,

A handwritten signature in black ink, reading "Lisa A. Weldon". The signature is fluid and cursive, with a large loop at the end of the last name.

Lisa A. Weldon

Cc: Shannon Trainor, CEO, Crossroads

Philip M. Coffin & Susan E. Peck
75 Coyle St
Portland, ME 04101

October 5, 2016

City of Portland
Zoning Board of Appeals
389 Congress St.
Portland, ME 04101-3509

Re: Application from Crossroads for Women

Dear Members of the Board:

We write to support Crossroads for Women's application for a conditional use permit to operate a substance abuse treatment residential program on property on Washington Avenue.

We live next door to the Crossroads Back Cove program that is located on the corner of Coyle Street and Forest Avenue, and have owned this property for almost two years. We have NEVER had any problems, complaints, or concerns with the staff or residents. Here are the things we would like to share with you about them as neighbors:

- They are always friendly when we walk our dog and often greet us with enthusiasm.
- They are quiet. Really quiet.
- We have not seen or heard any disturbances between or among residents, staff or visitors.
- The property is well maintained and the landscape crew they use is terrific.
- They have not had any observable impact on the street parking on Coyle Street, a relatively quiet road, and there is no noticeable traffic associated with having a group home as opposed to having a single family home next door to us.

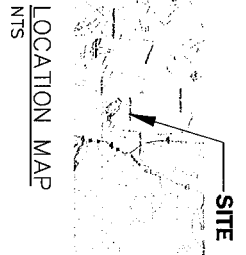
As Portland property taxpayers, and Maine residents, we also support the need for services such as those provided by Crossroads, and urge you to grant the permit so that more women can access the support and treatment provided by this well run organization.

Sincerely,


Philip M. Coffin III


Susan E. Peck


Nancy H. Peck



LEGEND

- SANITARY MANHOLE
- SANITARY LINE
- UNDERGROUND WATER LINE
- PROPERTY LINE
- CURB
- DRIVE
- SIDEWALK
- DRIVE

- GENERAL NOTES**
- The owner of record is Portland, Maine as recorded in the Cumberland County Registry of Deeds in Book 30701 page 008.
 - This site is zoned Residential (R-2).
 - Location is shown on City of Portland Assessor's map number 100-0000-001.
 - Subtract yard requirements:
 - Side: 12'
 - Front: 20' principal structure, 5' accessory structure
 - Plot Plan information is based on current tax map 04 information and field measurements. This plan is not a survey.
 - Lot area 0.1326 +/-, Building area 2000 SF +/-, Lot coverage = 25% +/-.
 - Front setback is 14' measured from the side street per ordinance 14-200(6).



SHEET: 10-11-16 SCALE: 1"=10' DRAWN BY: ADP CHECKED BY: ADP PROJECT NUMBER: 16333 SHEET NO: C1	<table border="1"> <thead> <tr> <th>No.</th> <th>BY</th> <th>ISSUED DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> </tbody> </table>	No.	BY	ISSUED DESCRIPTION	DATE	1				2				3				4				5				PROJECT: 735 WASHINGTON AVE PORTLAND, ME PLOT SKETCH PLAN ISSUED FOR INFORMATION	ASSOCIATED DESIGN PARTNERS INC. 80 Leighton Road Falmouth, Maine 04105 Office: (207) 878-1751 Fax: (207) 878-1788 E-Mail: adp@adpengineering.com
No.	BY	ISSUED DESCRIPTION	DATE																								
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LEGEND

② SANITARY MANHOLE

---S--- SANITARY LINE

---W--- UNDERGROUND WATER LINE

---B--- BACKLICK

---P--- PROPERTY LINE

---D--- DRAINAGE CONTROL

---V--- WATER VALVE

---F--- FENCE

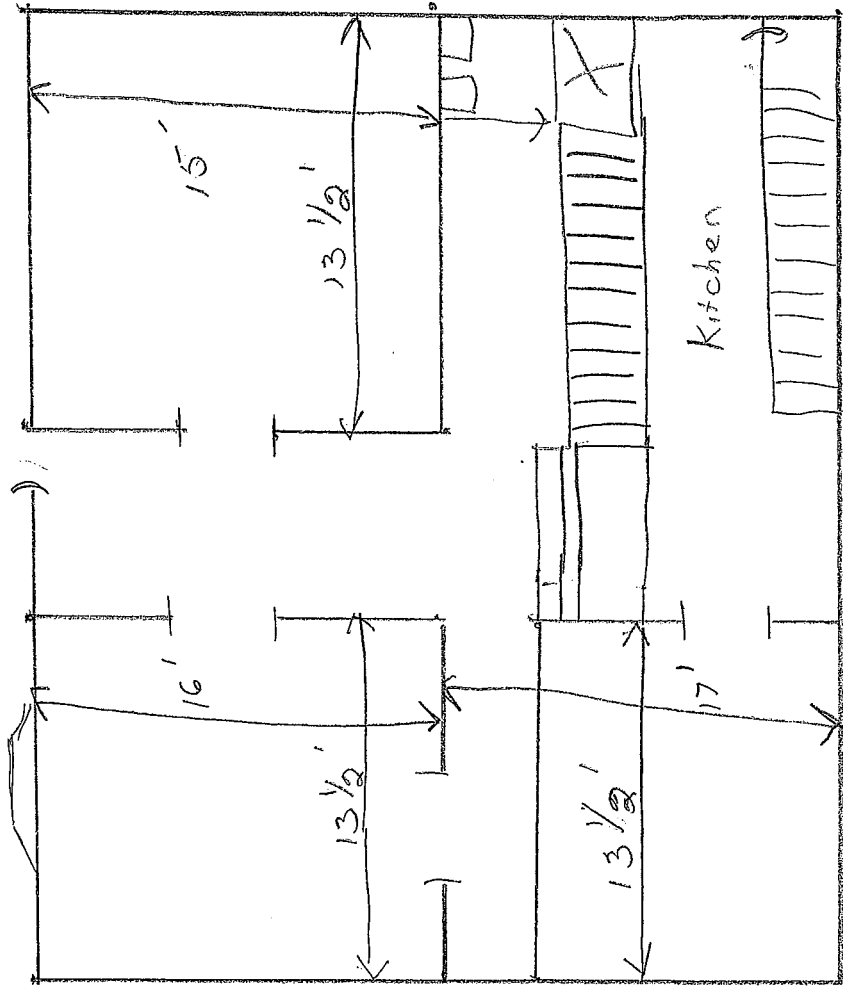
1. The one of record is *Arnold v. Bern* as recorded at the Cumberland County Registry of Deeds Book 30070 page 008.
2. The site is zoned residential (R-5).
3. Location is shown on City of Portland Assessor's map number 153A-000-001.
4. Standard and requirements:
 Size: 307
 Room: 307
 Sides: 127
 Roof: 20' principal structure, 5' accessory structure
5. Plot Plan information is based on current tax map information and field measurements. The plan is not a boundary survey.
 Accuracy: +/- Building areas 5065 SF +/-, Lot area: +/- 25% +/-
 7. Paved lot space 1/3 is located more than 12ft from the side street per ordinance 14A-020-01.



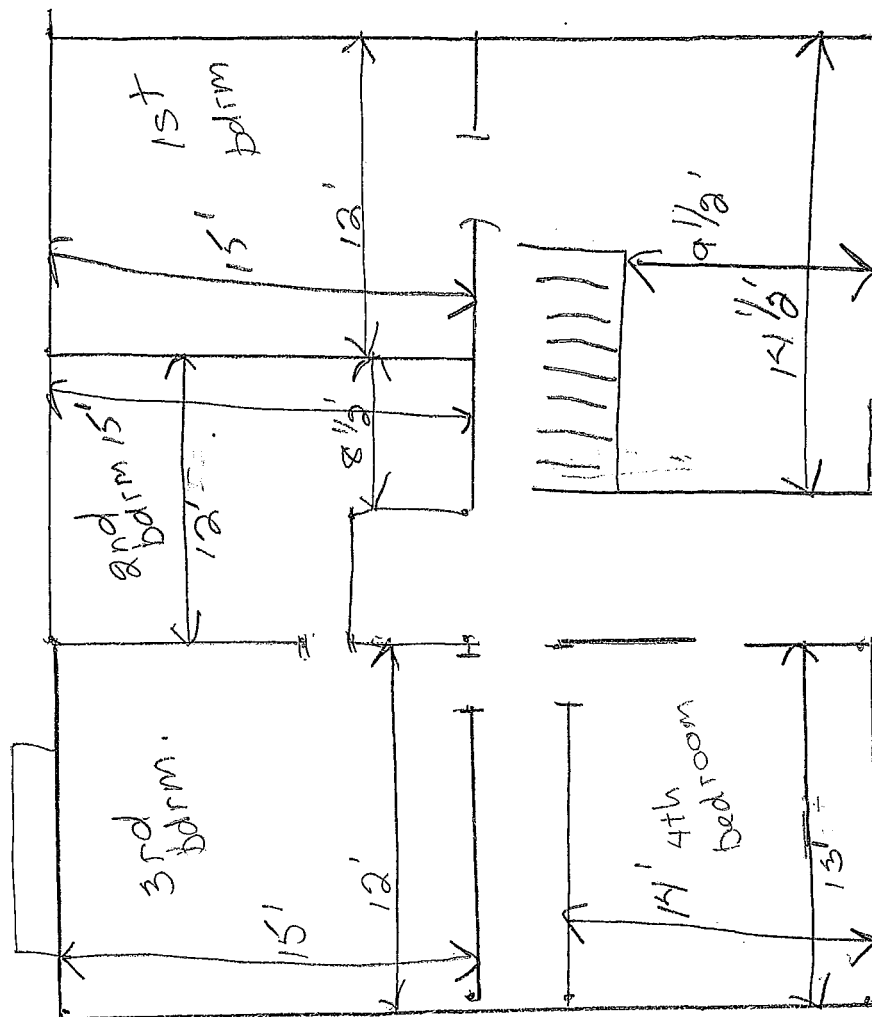
plot plan with fence

Washington

1st floor



Washington



2nd Floor

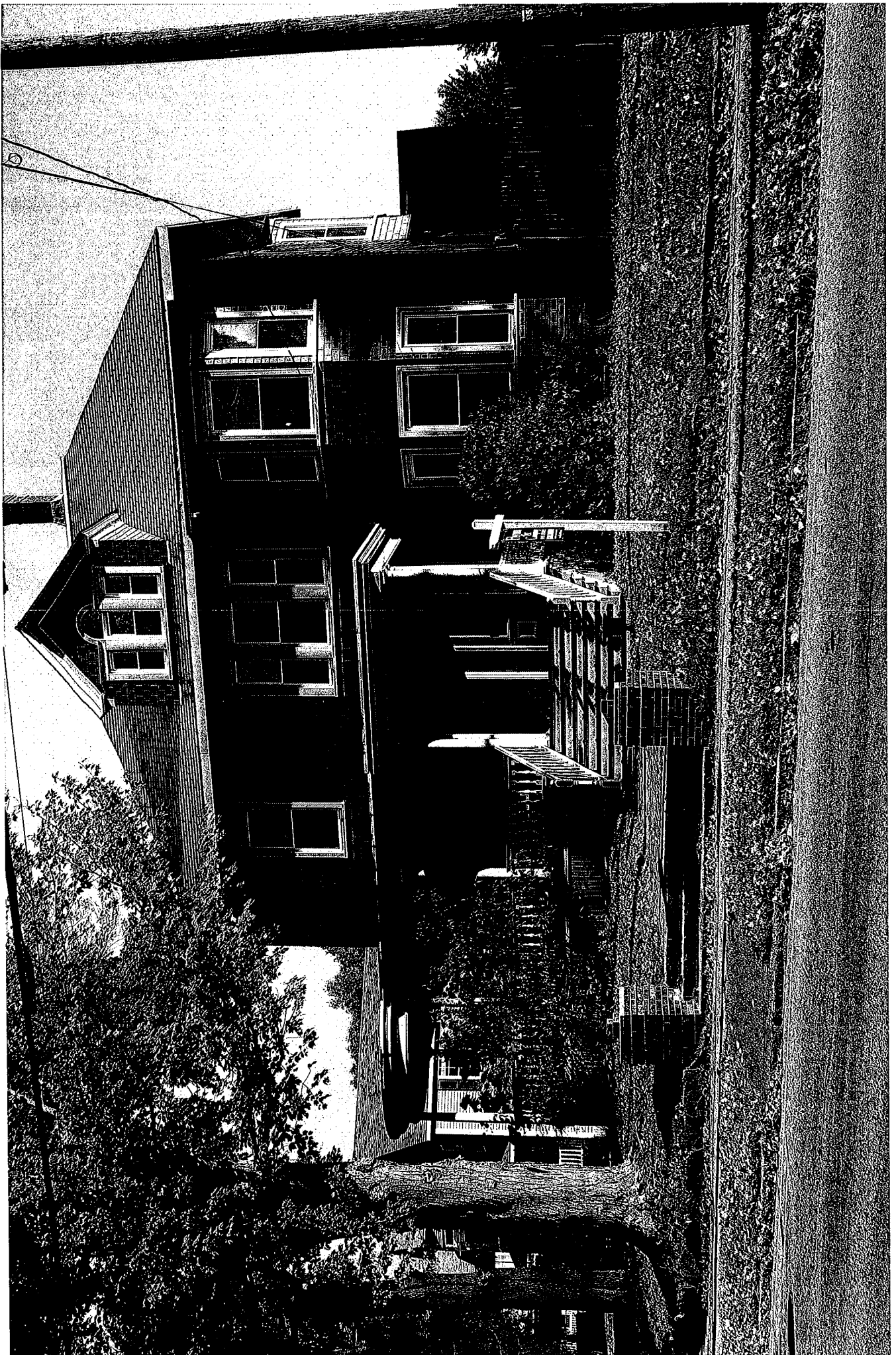


April 1 2012 fy 2013

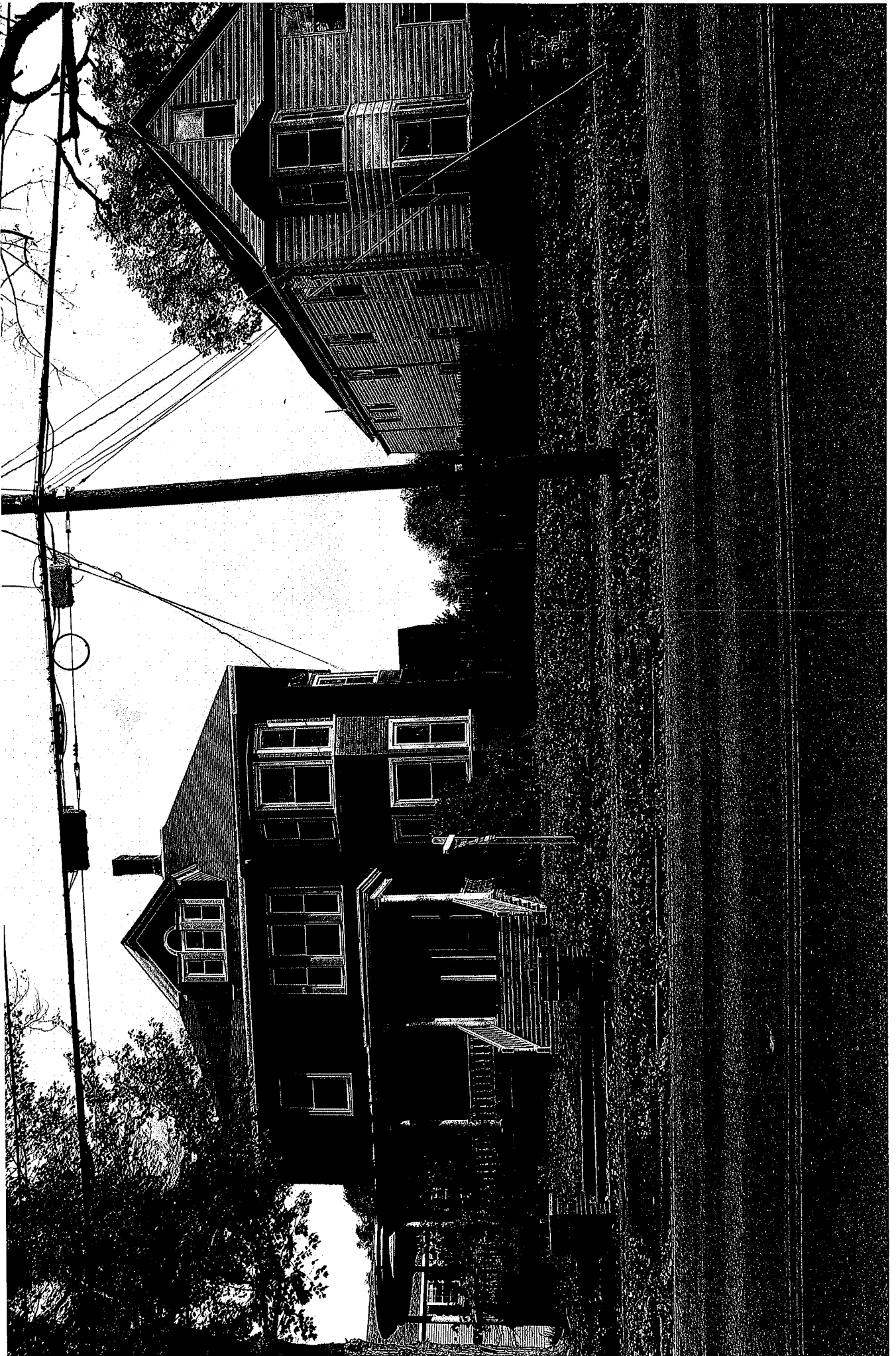
Tax Map Index; <http://www.portlandassessors.com/taxmaps.htm>

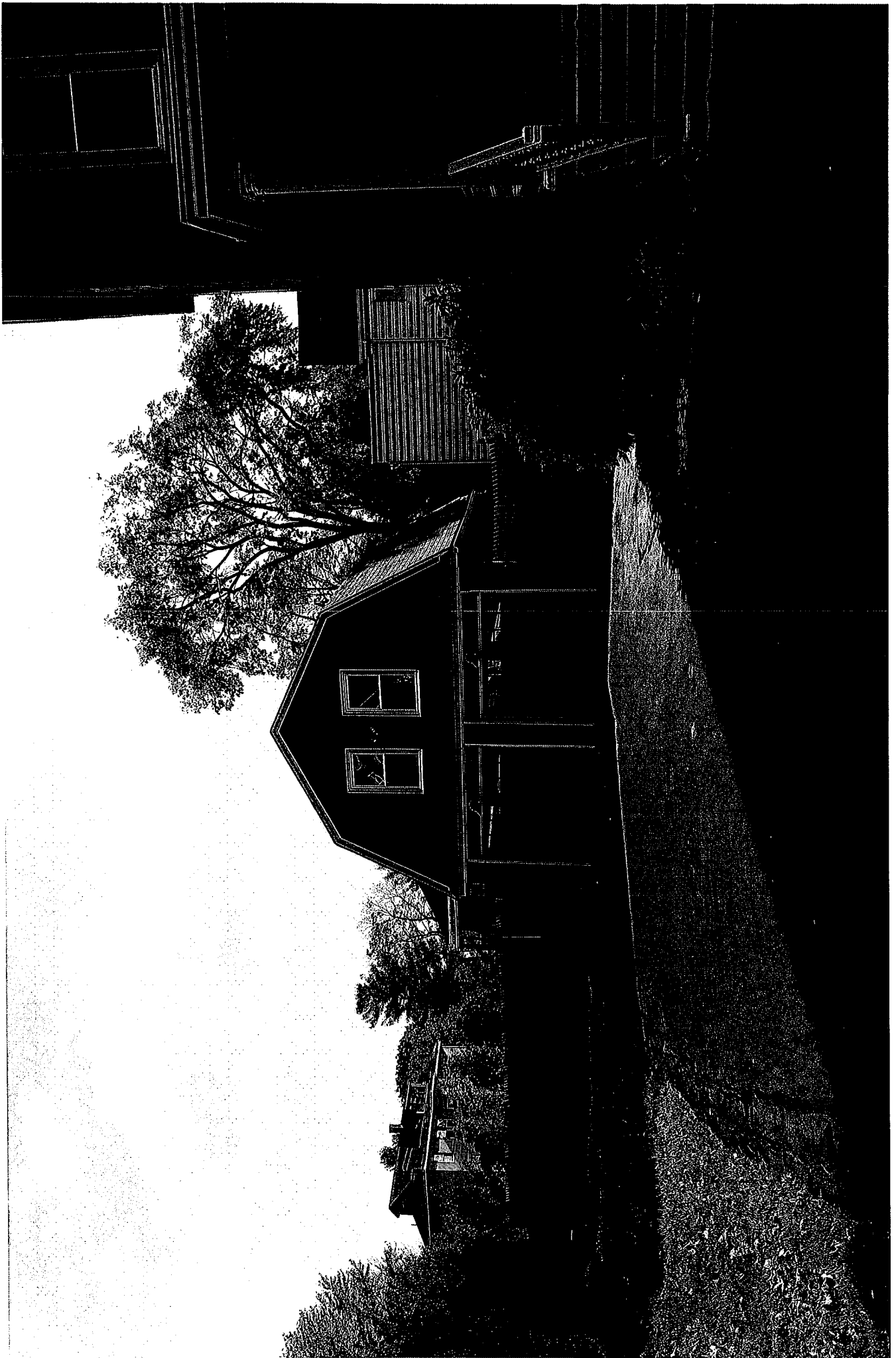
Index Number - K9SW

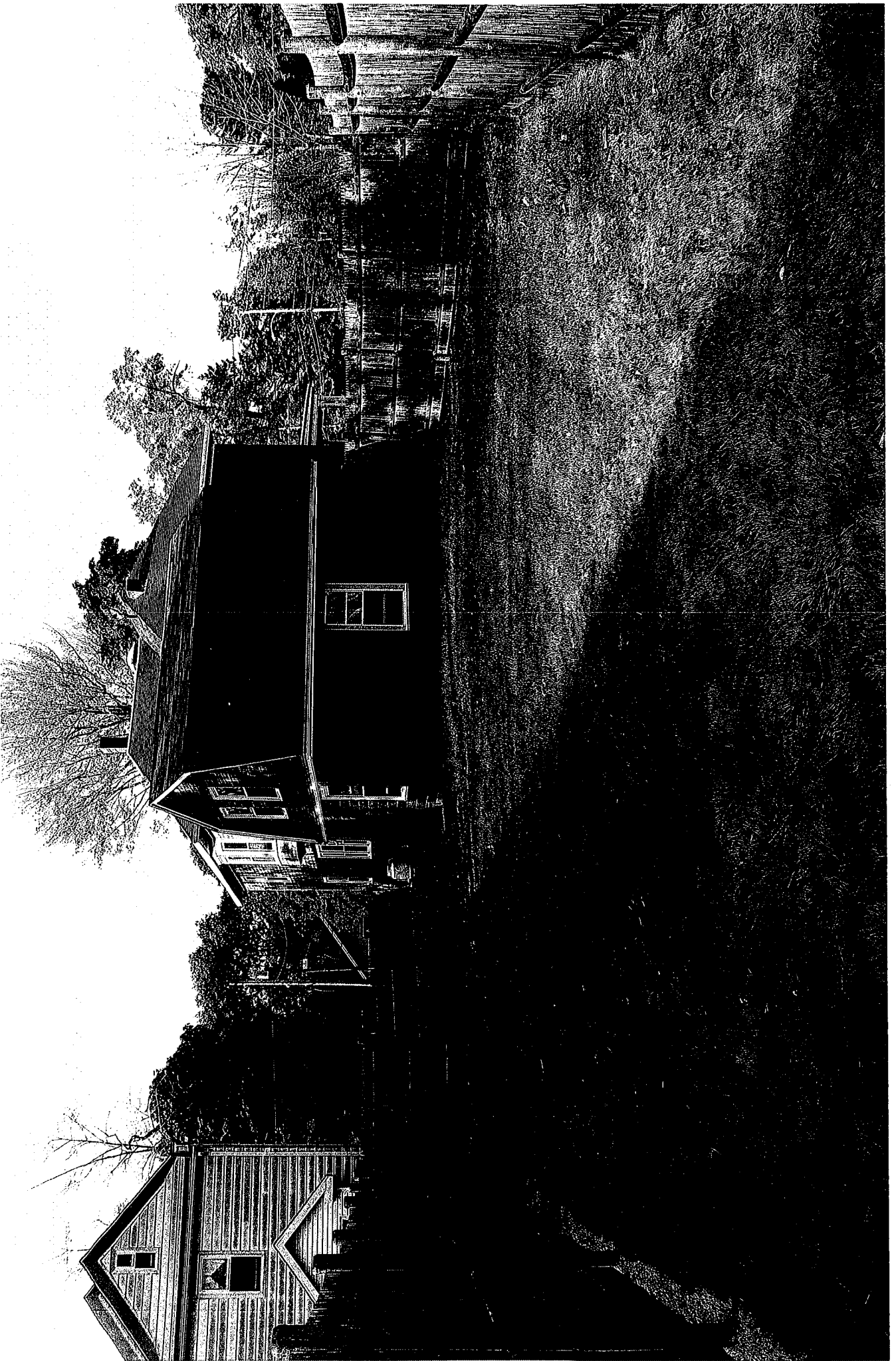
K9SW

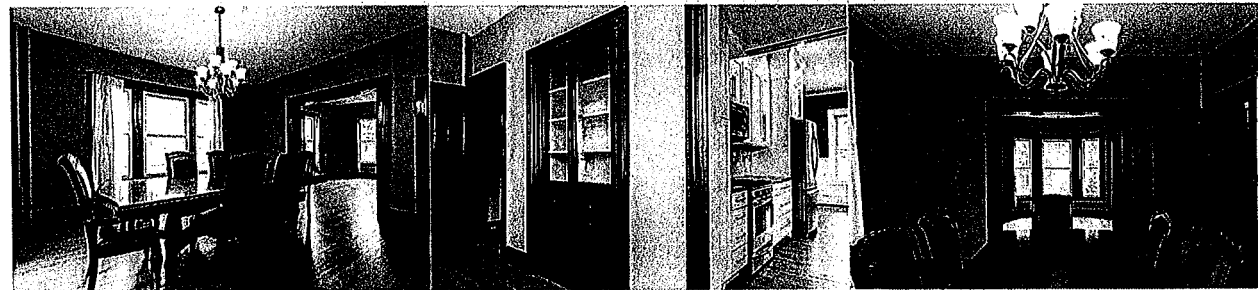
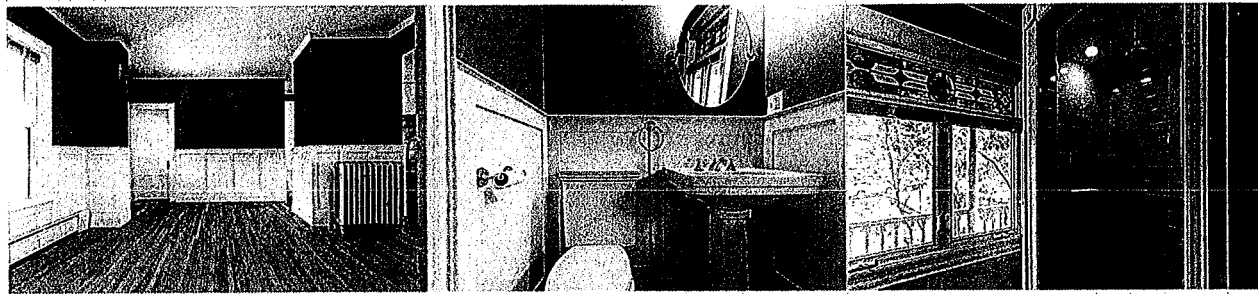












PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date July 27, 2016

<u>August 1</u> , 2016	Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.	

1. PARTIES: This Agreement is made between Crossroads For Women, INCAmanda L Benn

("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; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 735 Washington Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 30701, Page(s) 36.

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, electrical fixtures, and All included are included with the sale except for the following: All included

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 July 27, 2016 are included with the sale at no additional cost, in "as is" condition with no warranties: Dishwasher, disposal, gas range, refrigerator

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 419,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ 2,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ ----- will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). 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: The Maine Real Estate Network ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 1, 2016 (date) 5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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 October 1, 2016 (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 debris, 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 accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2016

Page 1 of 4 - P&S

Buyer(s) Initials

Seller(s) Initials

The Maine Real Estate Network, 75 John Roberts Road, Suite 3A Scarborough, ME 04074
John Hamon IIProduced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crossroads For

11. **FUEL/UTILITIES/PRORATIONS:** Buyer shall pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) None. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. **DUE DILIGENCE:** Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION	TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION
a. General Building (includes b-z regardless of yes/no check-offs)	☒		Within <u>14</u> days	n. Arsenic: Wood/Water (see paragraph 13)		☒	Within _____ days
b. Sewage Disposal	☒		Within <u>14</u> days	o. Pests		☒	Within _____ days
c. Coastal shoreland septic		☒	Within _____ days	p. Code Conformance	☒		Within <u>14</u> days
d. Water Quality		☒	Within _____ days	q. Insurance	☒		Within <u>14</u> days
e. Water Quantity		☒	Within _____ days	r. Environmental Scan		☒	Within _____ days
f. Air Quality	☒		Within <u>14</u> days	s. Lot size/acreage		☒	Within _____ days
g. Square Footage		☒	Within _____ days	t. Survey/MLI		☒	Within _____ days
h. Pool		☒	Within _____ days	u. Zoning	☒		Within <u>14</u> days
i. Energy Audit		☒	Within _____ days	v. Registered Farmland		☒	Within _____ days
j. Chimney		☒	Within _____ days	w. Habitat Review/Waterfowl		☒	Within _____ days
k. Smoke/CO detectors	☒		Within <u>14</u> days	x. Flood Plain		☒	Within _____ days
l. Mold		☒	Within _____ days	y. Tax Status*		☒	Within _____ days
m. Lead Paint		☒	Within _____ days	z. Other See add 1	☒		Within <u>add. 1</u> days

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within N/A days. ☐ Yes ☒ No

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above inspections. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. **FINANCING:** This Agreement:

☐ is not subject to a financing contingency. Buyer shall provide proof of the funds within N/A days.

☒ is subject to financing as follows:

- This Agreement is subject to Buyer obtaining a conventional 80/20 loan of 80/20 % of the purchase price, at an interest rate not to exceed market % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 7 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 3 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Joseph T Flynn (004118) of Flynn and Company R.E. (2712)
 Licensee MLS ID Agency MLS ID
 is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

John Carroll/John Harmon II (015351) of The Maine Real Estate Network (2484)
 Licensee MLS ID Agency MLS ID
 is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - ☒ Yes ☐ No ; Other - ☒ Yes ☐ No Explain: deed, addendum 1, Kick out clause addendum

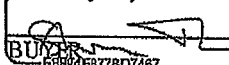
The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: See addendum 1 and kick out clause addendum

27. GENERAL PROVISIONS:

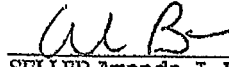
- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires 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.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is 71 US Rt. 1, Scarborough, ME 04074

DocuSigned by:

07/29/2016 DATE BUYER DATE
 Crossroads For Women, INC

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 110 Marginal Way Ste 292 Portland, ME 04101


8/1/16 DATE SELLER DATE
 SELLER Amanda L Benn

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



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Addendum 1 to Agreement

Addendum to contract dated July 27, 2016

between Amanda L Benn (hereinafter "Seller")

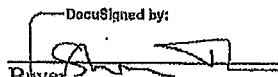
and Crossroads For Women, INC (hereinafter "Buyer")

property 735 Washington Ave, Portland, ME 04103

1) This contract is contingent upon Crossroads For Women, INC receiving a State of Maine RFP grant by September 20th, 2016. If the grant is not received by this date, buyer reserves the right to terminate agreement and all earnest money will be immediately returned to buyer.

2) This contract is contingent upon buyer receiving financing from two separate institutions: Genesis Fund for 20% downpayment and Gorham Savings for an 80% conventional.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:

Buyer 7/29/2016
Crossroads For Women, INC Date


Seller 8/1/16
Amanda L Benn Date

Buyer _____ Date _____

Seller _____ Date _____

KICK-OUT CLAUSE ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum is to the Purchase and Sale Agreement dated July 27, 2016, between
Amanda L Benn ("Seller") and
Crossroads For Women, INC ("Buyer")

(the "Agreement") supplements the Agreement by adding the following provision:

"This Agreement is subject to the contingency set forth in the Agreement in paragraph N/A
 or Addendum Addendum 1, Paragraph 1 - State grant contingency.

Seller reserves the right to continue to promote the sale of the property and to consider other offers. In the event a bona fide offer is received from another potential buyer that is acceptable to Seller, Seller shall provide written notice to Buyer. Upon receipt of such written notice, Buyer shall have 24 Hours days to remove the contingency described above from the Agreement. If Buyer agrees to remove the contingency, the Agreement shall, in all other respects, remain in full force and effect. If Buyer does not remove the contingency, the Seller may terminate the Agreement and the earnest money shall be returned to Buyer. The parties agree that the existence of this clause may be disclosed to potential buyers and other licensees, but all other terms of the Agreement shall remain confidential."

If the above contingency involves the sale of property currently owned by Buyer and Buyer subsequently agrees to remove that contingency, Buyer shall either: (a) deliver to Seller a loan commitment letter from Buyer's lender expressly stating that Buyer has the financial ability to close on the financing without the sale of such property or (b) evidence satisfactory to Seller of Buyer's financial ability to close without the sale of the property and without financing. The item set forth in either (a) or (b), above, must be delivered within the time specified above along with the Buyer's signature on the Removal of Contingency section below.

All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is entered into as of the effective date of the Agreement.

SELLER
Amanda L Benn 8/1/16
 Date

BUYER DocuSigned by:
Crossroads For Women, INC 07/29/2016
EB894F8778D7467... Date

NOTICE TO BUYER

Seller hereby notifies Buyer that Seller has received an acceptable offer from another potential Buyer and Buyer has the time specified above to remove the contingency described above by signing the Removal of Contingency provision set forth below and, if required, deliver the item set forth in either (a) or (b) above.

SELLER
Amanda L Benn _____
 Date

BUYER'S REMOVAL OF CONTINGENCY

Seller having provided written notice to Buyer as set forth above and Buyer having decided to remove the contingency described above and, if required, Buyer having delivered the item set forth in either (a) or (b), above, Seller and Buyer, by signing below, hereby agree to amend the Agreement by deleting the contingency described above.

SELLER
Amanda L Benn _____
 Date

BUYER
Crossroads For Women, INC _____
 Date



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The Maine Real Estate Network, 75 John Roberts Road, Suite 3A Scarborough, ME 04074
 John Harmon II

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 207-883-5135201

Fax: 207-883-9791



Crossroads For

SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any Buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment made. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

735 WASHINGTON AVENUE

PROPERTY LOCATED AT: PORTLAND, ME 04103

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Seasonal ☐ Unknown
☐ Drilled ☐ Dug ☐ Other _____

MAINFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump: ☐ Yes ☐ No ☐ N/A Quantity: _____ ☐ Yes ☐ No ☐ Unknown
 Quality: ☐ Yes ☐ No ☐ Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? _____ ☐ Yes ☐ No
 If YES: Date of most recent test: _____ Are test results available? _____ ☐ Yes ☐ No
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? ☐ Yes ☐ No
 If YES, are test results available? _____ ☐ Yes ☐ No
 What steps were taken to remedy the problem? _____

• IF PRIVATE:

INSTALLATION: Location: _____
 Installed BY: _____ DATE of Installation: _____
 USE: Number of Persons currently using system? _____
 Does system supply water for more than one household? _____ ☐ Yes ☐ No ☐ Unknown

COMMENTS: _____

Source of SECTION I information: _____

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Quasi-Public ☐ Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected? ☐ Yes ☒ No If yes, what results: _____
 Have you experienced any problems such as line or other malfunctions? _____ ☐ Yes ☒ No
 What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____
 Tank Size: ☐ 500-Gal. ☐ 1000-Gal. ☐ Unknown ☐ Other: _____
 Tank Type: ☐ Concrete ☐ Metal ☐ Unknown ☐ Other: _____
 Location: _____ OR ☐ Unknown Date of Installation: _____
 Date Last Pumped: _____ Name of Company Pumping Tank: _____
 Have you experienced any malfunctions? _____ ☐ Yes ☐ No
 If yes, give the date and describe the problem: _____

Date of Last Servicing of tank: _____ Name of Company Servicing Tank: _____

LEACH FIELD: _____ ☐ Yes ☐ No ☐ Unknown

If YES: Location: _____
 Date of installation of leach field: _____ Installed by: _____
 Date of Last Servicing of leach field: _____ Name of Company Servicing leach field: _____
 Have you experienced any malfunctions? _____ ☐ Yes ☐ No
 If yes, give the date and describe the problem & what steps were taken to remedy: _____

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? ☐ Yes ☐ No
 If YES, is it available? _____

Is System located in a Shoreland Zone? _____ ☐ Yes ☐ No ☐ Unknown

Is System located in a Coastal Shoreland Zone? _____ ☐ Yes ☐ No ☐ Unknown

COMMENTS: _____

Source of SECTION II information: _____

2016

Page 1 of 3 - SPD

Buyer(s) Initials

DS

ST

Seller(s) Initials

CB

Phone: (207) 878-8800

Fax: _____

735 Washington

Joe Flynn Real Estate LLC, 918 Forest Avenue Portland, ME 04103

SECTION III. HEATING SYSTEM(S)/SOURCE(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	FHW RADIATORS/OIL	FIREPLACE WOOD		
Age of system(s)/source(s)	20 YEARS +/-	ORIGINAL		
Name of company that services system(s)/source(s)	ATLANTIC HEAT	N/A		
Date of most recent service call	06/15/2016	N/A		
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))	1/7/16 - 6/7/16 544 GALLONS	N/A		
Malfunction per system(s)/source(s) within past 2 years	NONE	NONE		
Other pertinent information	NONE	NONE		

Is there an oil supply line? ☒ Yes ☐ No ☐ Unknown Is it buried? ☐ Yes ☒ No ☐ Unknown Is it sleeved? ☒ Yes ☐ No ☐ Unknown

Chimney(s): ☒ Yes ☐ No If yes, lined: ☐ Yes ☐ No ☒ Unknown Last Cleaned: UNKNOWN

Is more than one heat source vented through one flue? ☐ Yes ☐ No ☒ Unknown

Had a chimney fire: ☐ Yes ☐ No ☒ Unknown

Has chimney been inspected? ☐ Yes ☐ No ☒ Unknown; If Yes, when: _____

Direct/Power Vent: ☐ Yes ☒ No ☐ Unknown

COMMENTS: NONE

Source of SECTION III information: OWNER

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☐ No ☒ Unknown

If YES: Are tanks in current use? ☐ Yes ☐ No ☒ Unknown

If NO above: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. of Environmental Protection? ☐ Yes ☐ No ☐ Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.? ☐ Yes ☐ No ☐ Unknown

COMMENTS: _____

Source of information: _____

B. ASBESTOS - Current or previously existing:

• as insulation on the heating system pipes or duct work? ☐ Yes ☐ No ☒ Unknown

• in the siding? ☐ Yes ☐ No ☒ Unknown

• in the roofing shingles? ☐ Yes ☐ No ☒ Unknown

• in flooring tiles? ☐ Yes ☐ No ☒ Unknown

• other: _____ ☐ Yes ☐ No ☒ Unknown

Source of information: OWNER

COMMENTS: NONE

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☒ Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No Results & Comments: NONE

Source of information: OWNER

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☒ Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No Results & Comments: _____

Source of information: OWNER

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? ☐ Yes ☐ No ☐ Unknown

If YES, describe location and the basis for the determination: ☒ Unknown but possible due to age

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: ☐ Yes ☒ No

If YES, describe: N/A

Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☒ No

COMMENTS: NONE

Source of information: OWNER

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☐ No ☒ Unknown
 LAND FILL: ☐ Yes ☐ No ☒ Unknown
 RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☒ Unknown

OTHER: NONE KNOWNSource of information: OWNER

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATIONIs the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations (including condominiums and PUD's) or restrictive covenants? ☐ Yes ☐ No ☒ UnknownIF YES: Explain: NONE KNOWNWhat is your source of information: OWNERAre there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? ☐ Yes ☒ No ☐ UnknownIF YES: Explain: Forest Management and Harvest Plan available? ☐ Yes ☒ No ☐ Unknown• Is this house currently covered by a flood insurance policy? ☐ Yes ☒ No ☐ Unknown• Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: PROPANE TANK SUBURBAN PROPANE• Year Principal Structure Built: 1900What year did Seller acquire property? 2009• Roof: Year Shingles/Other Installed: ORIGINALWater, moisture or leakage: NONE KNOWNComments: ORIGINAL SLATE ROOF• Foundation/Basement: Sump Pump: ☐ Yes ☒ No ☐ Unknown Comments: NONEWater, moisture or leakage since you owned the property: ☒ Yes ☐ No ☐ Unknown Comments: POSSIBLE HEAVY RAIN/THAWPrior water, moisture or leakage? ☒ Yes ☐ No ☐ Unknown Comments: HEAVY RAIN/THAW• Mold: Has the property ever been tested for mold? ☐ Yes ☐ No ☒ UnknownIf YES, are test results available? ☐ Yes ☒ No• Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: ☐ Unknown• Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown If YES, is the survey available? ☒ Yes ☐ No• Manufactured Housing: Mobile Home - ☐ Yes ☒ No ☐ Unknown Modular - ☐ Yes ☒ No ☐ Unknown• KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: NONE KNOWNSource of SECTION V information: OWNER

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☐ Yes ☒ No**SECTION VI. ADDITIONAL INFORMATION**SLATE ROOF AND SLATE SIDING ORIGINAL

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

SELLER

AMANDA L BENN

SELLER

June 20, 2016

DATE

DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

DocuSigned by:

Shannon Baker

EBB94F8770D7467...

BUYER

7/27/2016

DATE

DATE



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Page 3 of 3 - SPD

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735 Washington



Addendum 2 to AgreementAddendum to contract dated July 27, 2016between Amanda L Benn (hereinafter "Seller")and Crossroads For Women, INC (hereinafter "Buyer")property 735 Washington Ave, Portland, ME 04103

1) Buyer and seller agree that the following will be completed prior to date of final walkthrough, and at seller's sole expense (see attached inspection reports):

A) Repair or replace a total of 12 windows on the first and second floors. Presently these 12 windows are not ballasted properly and slam shut presenting a safety hazard. Paid invoice to be supplied to buyer at close. (see page 22 of report)

B) Repair sewer main line out to street. Currently the line is completely blocked at 39 feet out from cleanout in basement. Inspector marked on sidewalk the exact location of blockage, cause unknown. Seller to supply buyer proof of completed work with either a paid receipt of work completed by contractor/excavator, and or a video of repaired and operational line all the way to sewer main in street. (see inspector invoice)

C) Extend vent stack from washer on second floor all the way through roof in attic to vent properly to the outside. Presently the vent stack terminates in attic allowing sewer gasses into home. Seller to provide paid receipt if applicable. (see page 26 of report)

D) Seller to have main chimney repaired by a qualified contractor. Presently the chimney top is badly deteriorated and bricks on top of chimney are completely un-attached and mortar cap has failed. In addition, the first few sections of clay liner are cracked. Seller to provide paid invoice at close. (see page 19 of report)

E) Seller to provide buyer with the most recent boiler service record (6/15/2016), and have boiler fully operational by day of final walkthrough. Inspector could not get boiler to fire. Cause unknown. (see page 18 of report)

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:
Shannon Trainor 8/18/2016
 Buyer EBB04F9778D7467... Date
 Crossroads For Women, INC

ALB 8/9/16
 Seller
 Amanda L Benn Date

Buyer _____ Date _____

Seller _____ Date _____

Addendum 2 to Agreement (CONTINUED)

Addendum to contract dated July 27, 2016

between Amanda L Benn (hereinafter "Seller")

and Crossroads For Women, INC (hereinafter "Buyer")

property 735 Washington Ave, Portland, ME 04103

(ADDENDUM 2 CONTINUED)

F) Seller to have dishwasher serviced as currently it is leaking onto the floor during its wash cycle. Seller to provide paid invoice at close.

G) Seller to repair/re-paint hole in sheetrock in second floor bedroom closet (see page 24 of report).

2) Seller to provide \$1,500 closing cost credit to buyer at close to assist buyer with cost of replacing failing super-store hot water tank. Presently the 17 year old tank is leaking from bottom pipe, and inspector believes it is at the very end of functional life. (see page 17 of report)

All other terms and conditions of the agreement remain in full force and effect.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:
Shannon Trainor 8/18/2016
Buyer Crossroads For Women, INC Date

ALB 8/19/16
Seller Amanda L Benn Date

Buyer _____ Date _____

Seller _____ Date _____

INVESTIGATION CONTINGENCY AMENDMENT

Amendment to Agreement dated July 27, 2016, between Crossroads For Women, INC, Buyer, and Amanda L Benn, Seller, concerning the property located at 735 Washington Ave, Portland, ME 04103

I. Extension

Buyer/Seller hereby requests additional time to research the following _____ as set forth in paragraph _____, sub _____, and, by signature below, the parties hereby extend the deadline in the Agreement to notify Seller of an unsatisfactory investigation to _____.

Buyer _____	Date _____	Seller _____	Date _____
Buyer _____	Date _____	Seller _____	Date _____

II. Modification of Agreement

Without waiving the right to proceed under the original terms of the Agreement or to declare the Agreement null and void by reason of an unsatisfactory investigation (unless the Modification/Termination section from below is signed by Buyer), Buyer hereby requests the following modifications to the Agreement:

See addendum 2

If the above modifications are agreed to by Seller, Buyer agrees that the Agreement will no longer be conditioned on paragraph 12, sub a, b, sub f, k, g, u. By signing below, Seller hereby agrees to the above modifications to the Agreement, all other terms and conditions to remain in full force and effect.

<u>Shannon Trainor</u>	<u>08/18/2016</u>	<u>ALB</u>	<u>8/19/16</u>
Buyer <u>Crossroads For Women, INC</u>	Date	Seller <u>Amanda L Benn</u>	Date

Buyer _____	Date _____	Seller _____	Date _____
-------------	------------	--------------	------------

III. Extension/Modification/Termination

If either the Extension or the modifications to the Agreement requested above are not agreed to by Seller by the deadline set forth in Paragraph _____, sub _____, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer _____	Date _____	Buyer _____	Date _____
-------------	------------	-------------	------------

IV. Termination of Agreement

Due to unsatisfactory investigation as set forth in paragraph _____, sub _____, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer _____	Date _____	Buyer _____	Date _____
-------------	------------	-------------	------------



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The Maine Real Estate Network, 75 John Roberts Road, Suite 3A Scarborough, ME 04074
John Hannon II

Phone: 207-883-5135/201 Fax: 207-883-9791
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Crossroads For

Addendum 3 to Agreement

Addendum to contract dated July 27, 2016

between Amanda L Benn (hereinafter "Seller")

and Crossroads For Women, INC (hereinafter "Buyer")

property 735 Washington Ave, Portland, ME 04103

Buyer and seller agree to the following modifications to the contract:

- 1) Buyer agrees to remove the State RFP contingency as outlined in "paragraph 1" of "addendum 1" to purchase and sale.
- 2) Seller agrees to remove the "kick-out clause" addendum, and mark property pending in the MLS.
- 3) Buyer and seller agree to change date of closing and transfer of title to November 1st, 2016.
- 4) Seller agrees that contract will remain contingent upon financing as outlined in paragraph 14 of purchase and sale.

All other terms and conditions remain in full force and effect.

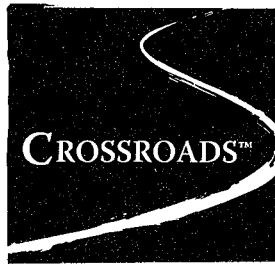
Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:
Shannon Trainor 09/30/2016
Buyer Crossroads For Women, INC
Date

ALB 09/30/2016
Seller Amanda L Benn
Date

Buyer _____ Date _____

Seller _____ Date _____



October 27, 2016

City of Portland
Zoning Board of Appeals
389 Congress St.
Portland, ME 04101-3509

Re: ZONE R-5 RESIDENTIAL ZONE; 735 Washington Avenue, Portland ME 04103
Request for Conditional Use Permit to operate a Sheltered Care Group Home; Section
14-118.a.2

Authorization of Lauren Welliver, Esq.; Perkins, Thompson, P.A.

Members of the Board:

Crossroads for Women, Inc. ("Crossroads") has retained Lauren Welliver and the law firm of Perkins Thompson, P.A. as legal counsel to assist Crossroads with this application, and grant permission to the Board to discuss the application with her and members of her firm.

Very truly yours,

Shannon Trainor
Chief Executive Officer



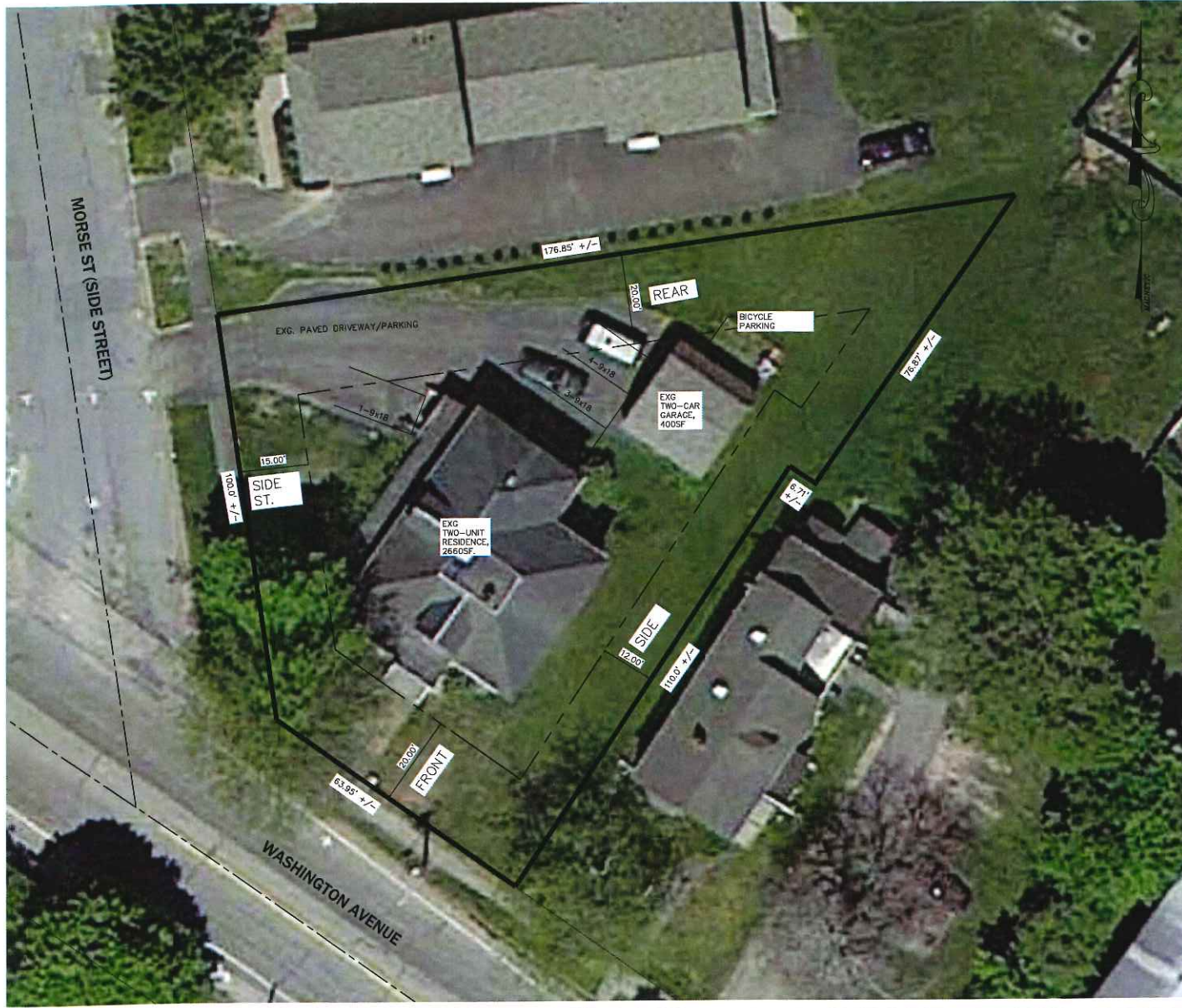
LOCATION MAP NTS

LEGEND

- SANITARY MANHOLE
- SANITARY LINE
- UNDERGROUND WATER LINE
- SETBACK
- PROPERTY LINE
- EXISTING CONTOUR
- WATER VALVE
- FENCE

GENERAL NOTES

- The owner of record is Amanda L. Bennett as recorded at the Cumberland County Registry of Deeds in Book 30701 page 036.
- The site is zoned residential (R-S).
- Location is shown on City of Portland Assessor's map number 163A-0005-001.
- Setback yard requirements:
Front: 20'
Side: 12'
Rear: 20' principal structure, 5' accessory structure
- Plot Plan information is based on current tax map lot information and field measurements. This plan is not a boundary survey.
- Lot area 0.133ac +/-, Building area 3066 SF +/-, Lot coverage = 23% +/-.
- Parking space #1 is located more than 12ft from the side street per ordinance 14-336(a).



**ASSOCIATED DESIGN
PARTNERS INC.**

10 Lehigh Road
Portland, ME 04105
Phone: (207) 875-1791
Fax: (207) 875-1798
E-Mail: ade@adengineering.com

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PROJECT: 735 WASHINGTON AVE
PORTLAND, ME

PLOT SKETCH PLAN
ISSUED FOR INFORMATION

REV.	BY	DESCRIPTION	DATE
1			
2			
3			
4			
5			
6			

DATE: 10-11-16

SCALE: 1"=10'

DESIGN BY: ASW

DRAWN BY: ASW

PROJECT NUMBER:

16333

SHEET NO:

C1



LOCATION MAP
NTS

LEGEND

○	SANITARY MANHOLE
---	SANITARY LINE
---	UNDERGROUND WATER LINE
---	SEWAGE
---	PROPERTY LINE
---	EXISTING CONTOUR
---	WATER VALVE
---	FENCE

- GENERAL NOTES
1. The owner of record is Amanda L. Bean as recorded at the Cumberland County Registry of Deeds in Book 30701 page 035.
 2. The site is zoned residential (R-5).
 3. Location is shown on City of Portland Assessor's map number 163A-C005-001.
 4. Setback yard requirements:
Front: 20'
Side: 12'
Rear: 20' principal structure, 5' accessory structure
 5. Plot Plan information is based on current tax map lot information and field measurements. This plan is not a boundary survey.
 6. Lot area 0.133ac +/-, Building area 3085 SF +/-, Lot coverage = 33% +/-.
 7. Parking space #1 is located more than 12ft from the side street per ordinance 14-336(a).



ASSOCIATED DESIGN PARTNERS INC.
Office: (207) 898-1750
Portland, Maine 04105
info@adpartners.com

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PROJECT: 735 WASHINGTON AVE
PORTLAND, ME

PLAT SKETCH PLAN
ISSUED FOR INFORMATION

ISSUED	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

DATE: 10-11-16
SCALE: 1"=10'
DESIGN BY: ASW
DRAWN BY: ASW
PROJECT NUMBER:
16333
SHEET NO:
C1

plot plan with fence

APPLICATION FOR DISABILITY VARIANCE
[Reduction of Setback to Six Feet]

Lot No. 226 A013001
R-2 Zone

William Fogel, Owner and Applicant
67 Kingsmark Lane
Portland, ME 04102
(207) 899-9697

APPLICATION FOR DISABILITY VARIANCE
67 Kingsmark Lane

TABLE OF CONTENTS

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

Ann Machado
Zoning Administrator

**CITY OF PORTLAND
ZONING BOARD OF APPEALS**

Disability Variance Appeal Application (AMENDED)

APPLICANT INFORMATION:

William Fogel

NAME

N/A

BUSINESS NAME

67 Kingsmark Lane

ADDRESS

(207) 899-9697

TELEPHONE #

Owners

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

R-2

CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

Single Family Home

SUBJECT PROPERTY INFO:

67 Kingsmark Lane

PROPERTY ADDRESS

226 A013001

CHART/BLOCK/LOT (CBL)

PROPERTY OWNER INFO (If Different):

William Fogel and Melinda Molin

Same

ADDRESS

Variance from Section 14:

Reduce front setback to allow ingress ramp
and walkway to begin **6** feet from lot line
(**12** feet from front curb line).

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.

SIGNATURE OF APPLICANT

DATE

**WILLIAM FOGEL
MELINDA MOLIN
67 Kingsmark Lane
Portland, ME 04102
(207) 899-9697
foge@aol.com**

November 4, 2016

City of Portland
Zoning Appeals Board
389 Congress Street
Room 315
Portland, ME 04101

RE: Disability Variance for 67 Kingsmark Lane

To Whom it May Concern:

The undersigned co-owner of the home at 67 Kingsmark Lane seeks a disability variance reducing the required front yard setback for this R-2 zoned single family residence from 20 feet to 6 feet to allow the construction of a railed level walkway allowing safe entry and exit from the residence.

Currently, anyone wishing to enter the residence must negotiate a downhill walk from the street to the base of a seven step stairway leading up to the porch. During winter, and any period of poor weather, negotiation of that walkway and stairs is problematic, even for young, healthy folks.

[REDACTED]

[REDACTED]

The alteration sought is to put in a *level* walkway from street level directly to the front door of the house. This will require putting a new porch on the front of the house, eliminating the stairs, and supporting the walkway with footings

in order to counteract the elevation change. Since some of the walkway will be elevated, handrails *throughout* are necessary to make it safe. The railing would begin approximately 6 feet from the property line (which appears to be the **mid-line** of the sidewalk). Although there would not be appreciable elevation change close to the edge of the sidewalk, it remains clear that the decking material for the walkway and the railing would need to begin well within the 20 foot setback.

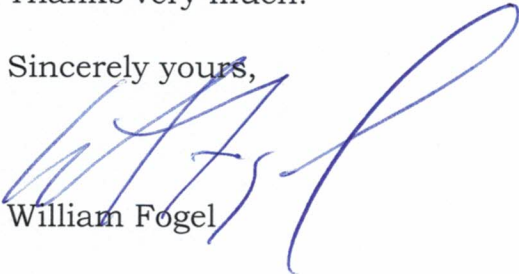
We are at the end of a cul-de-sac with virtually no foot or car traffic, and our abutting neighbors are supportive of the application. The character of the neighborhood would not change if this is granted. Our position is that the entrance we inherited is, in fact, the ugliest feature of the entire neighborhood, and that this improvement will make the street look better. Our abutting neighbors agree. Their letters of support accompany the application.

We expect to have submitted the final building permit request contingent on the approval of this appeal, in the hope that we can get this project done before the snow flies.

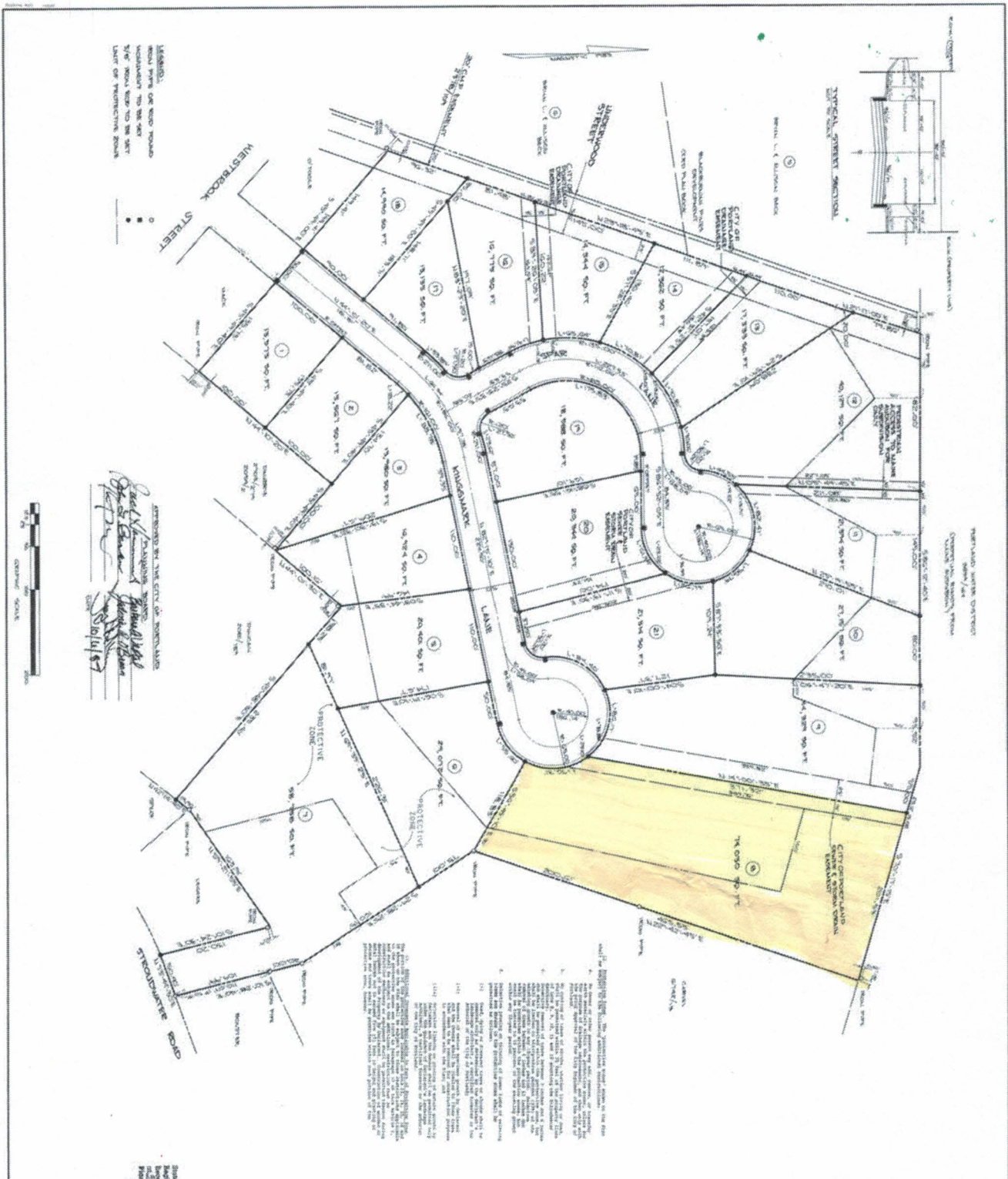
Thanks very much for your understanding. Any staff person can contact me anytime with questions, concerns, or a request for any further information that might be helpful to the Board.

Thanks very much.

Sincerely yours,

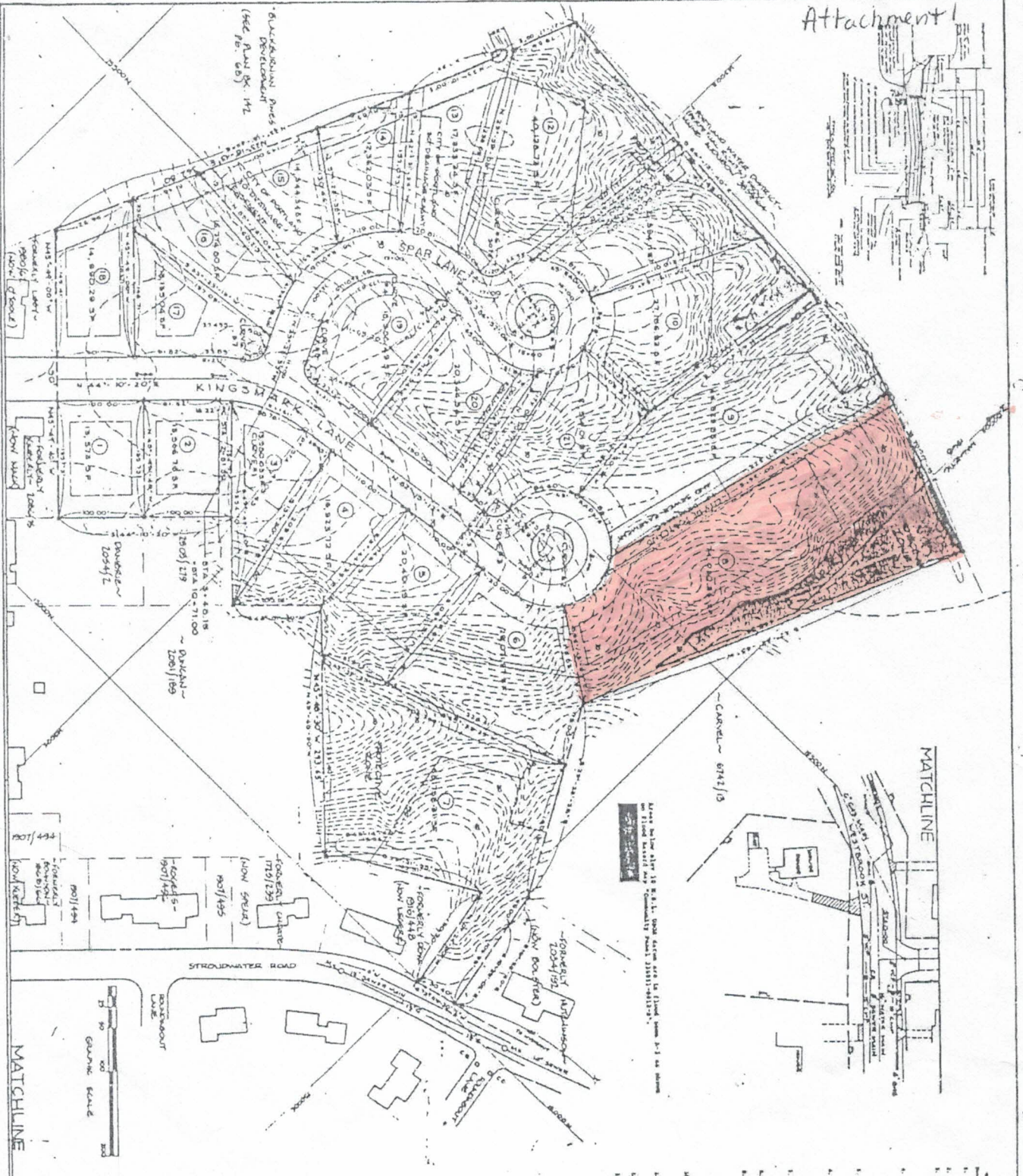


William Fogel



ATTENTION: TO ORIGINAL APPROVED RECORDING PLAT HAVE BEEN
 AND BEING REEVALUATED IN COMPLIANCE WITH SECTION 14-480
 OF THE PORTLAND ORDINANCES

REVISION	DATE	DESCRIPTION	APPROVED BY
1	12/15/87	NOTE 3 OF THE PLAT THE DEVELOPER HAS BEEN ASSOCIATED BY THIS IN CONSULTATION WITH BERMA PARTNERSHIP	[Signature]



SUBDIVISION PLAT	
DALEA HOFFMAN ASSOCIATES, INC.	
PROJECT	
BERNARD ASSOCIATES	
STROUDWATER HEIGHTS	
PROJECT	
7/11/17	
RECEIVED DATA LANE LOT CONVEYANCE	
RECEIVED DATE	
PREPARED FOR	
DALEA HOFFMAN ASSOCIATES, INC.	
DATE	
SCALE	
SHEET NO	
3	
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99	7/11/17
100	7/11/17

PROPERTY LINE @ CTR OF SIDEWALK AS PER BOUNDARY MARKER

KINGSMARK LANE

$r=67.35'$

80.71'

PROPOSED WALKWAY

33'-6" +/-

EXISTING HOUSE

28 x 36

six feet

6ft

118.83'

SCALE



DRAWN TO SCALE AS PER EXISTING PLOT PLAN
WITHOUT ADDITIONAL SURVEY. NOT TO BE
SCALED FOR CONSTRUCTION. FOR PLANNING
PURPOSES ONLY. DO NOT SCALE

Revised:

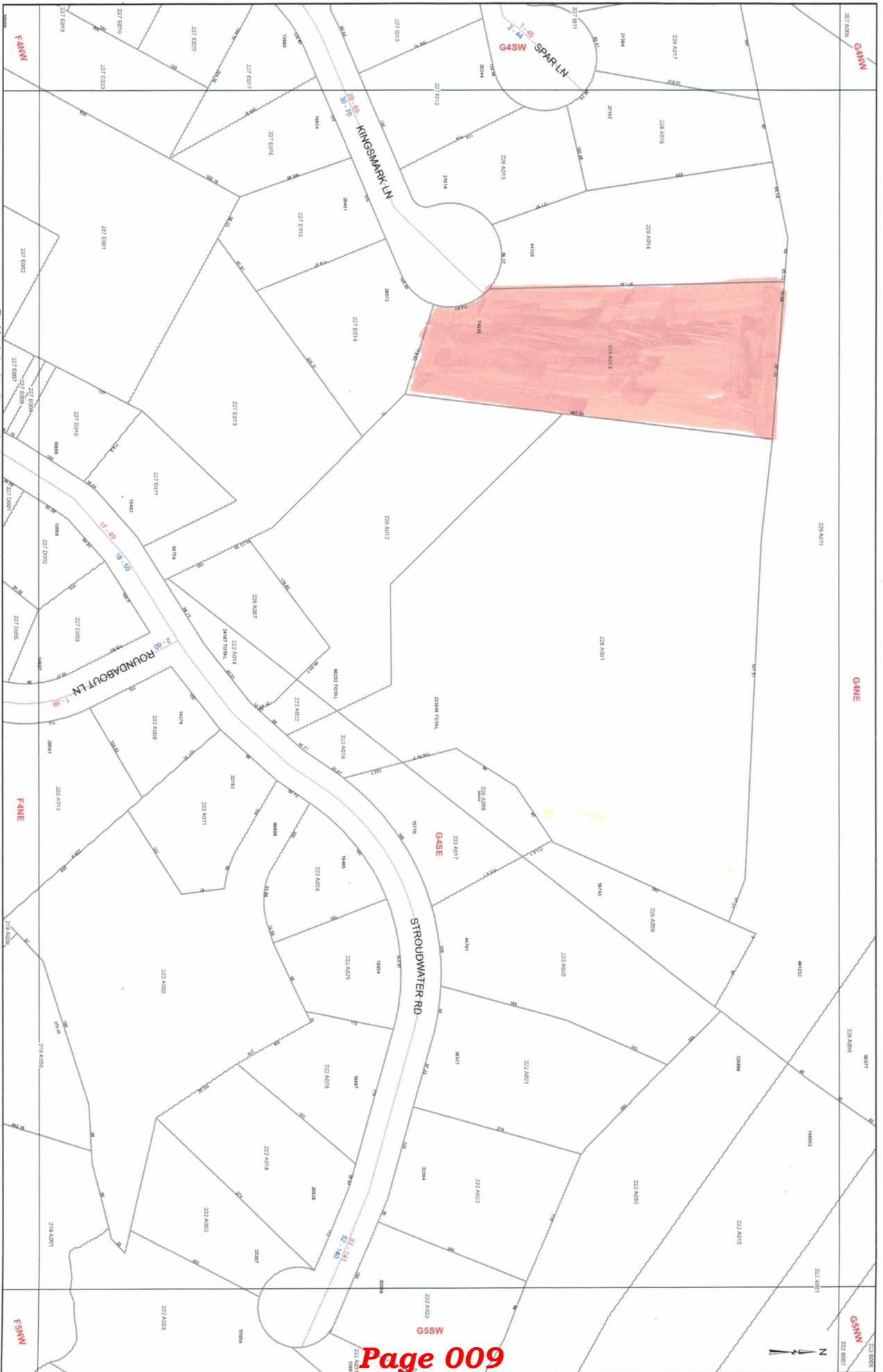
John Bowden
Bowden Custom Homes
346 Cobbs Bridge Rd
New Castle, ME 04260

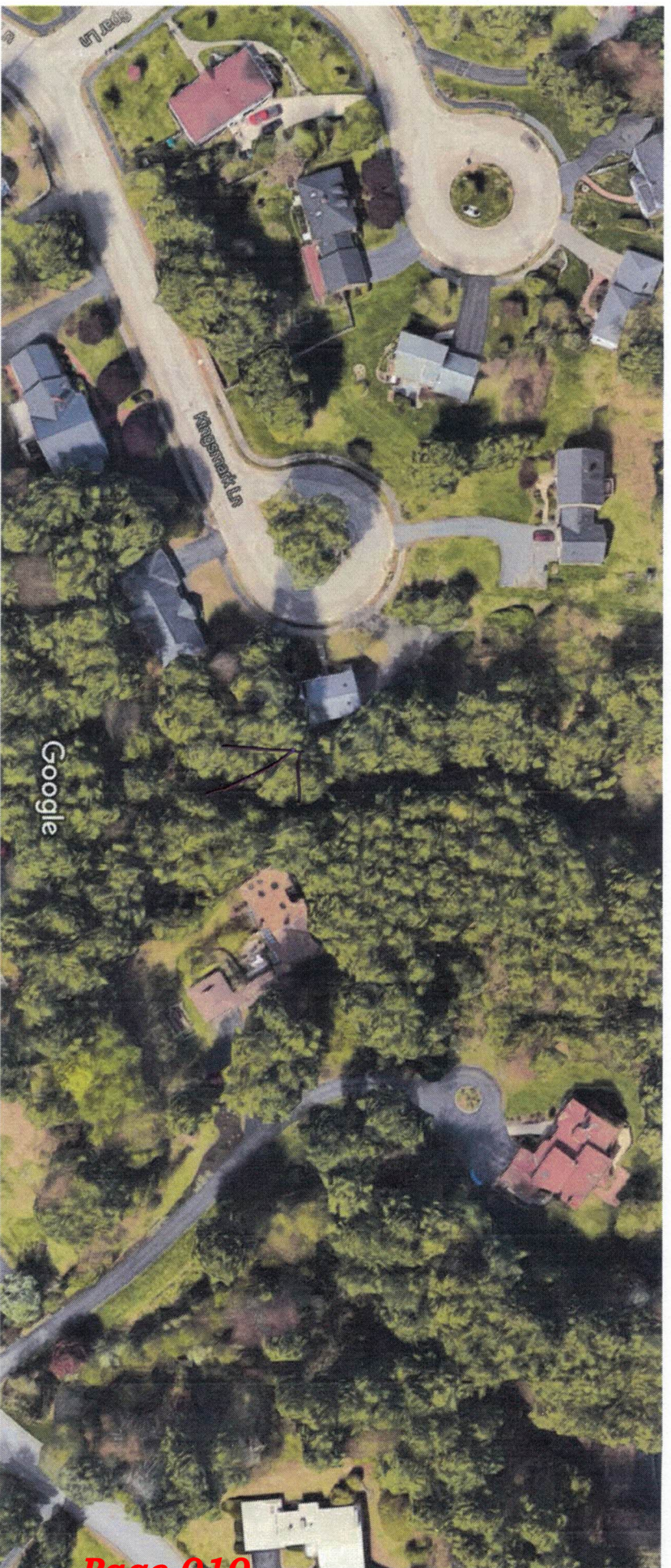
Page 008

Drawn for:
Bill Fogel
67 Kingsmark Lane
Portland, ME. 04102
899-9697

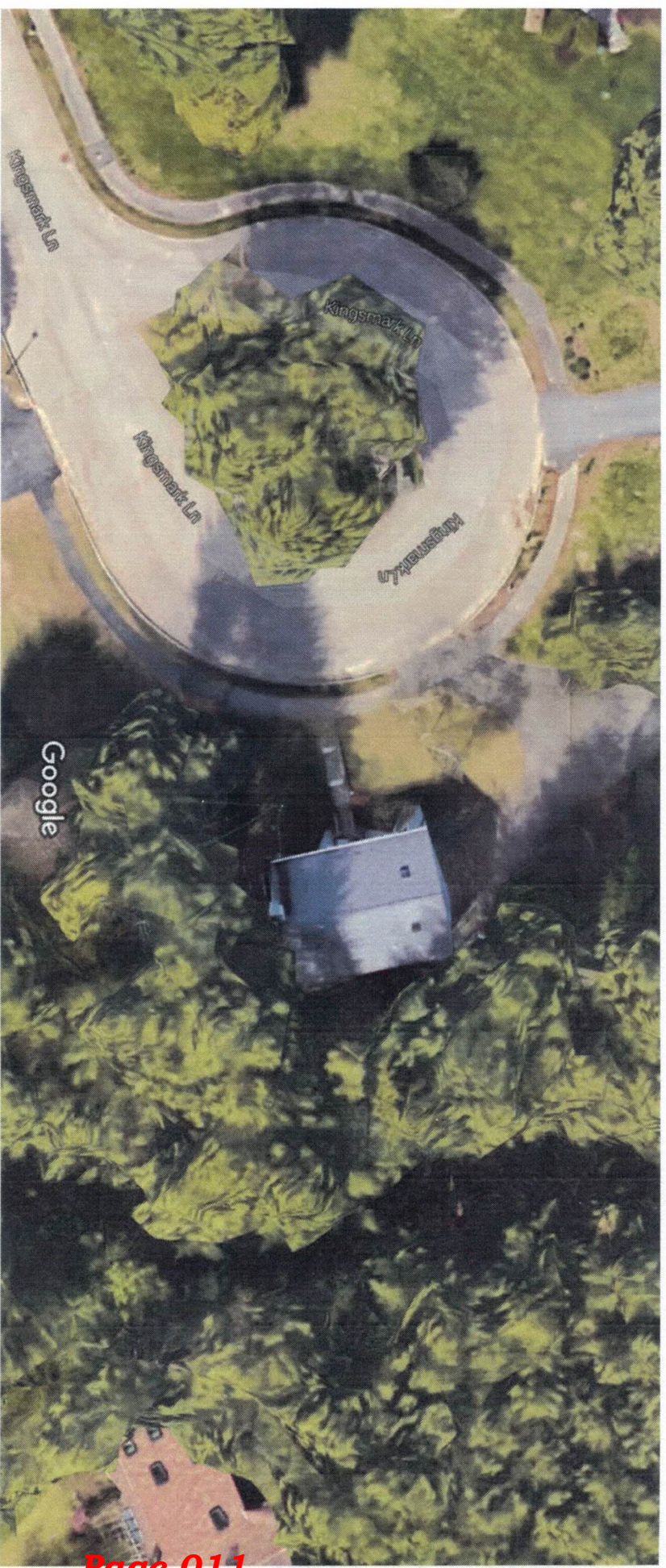
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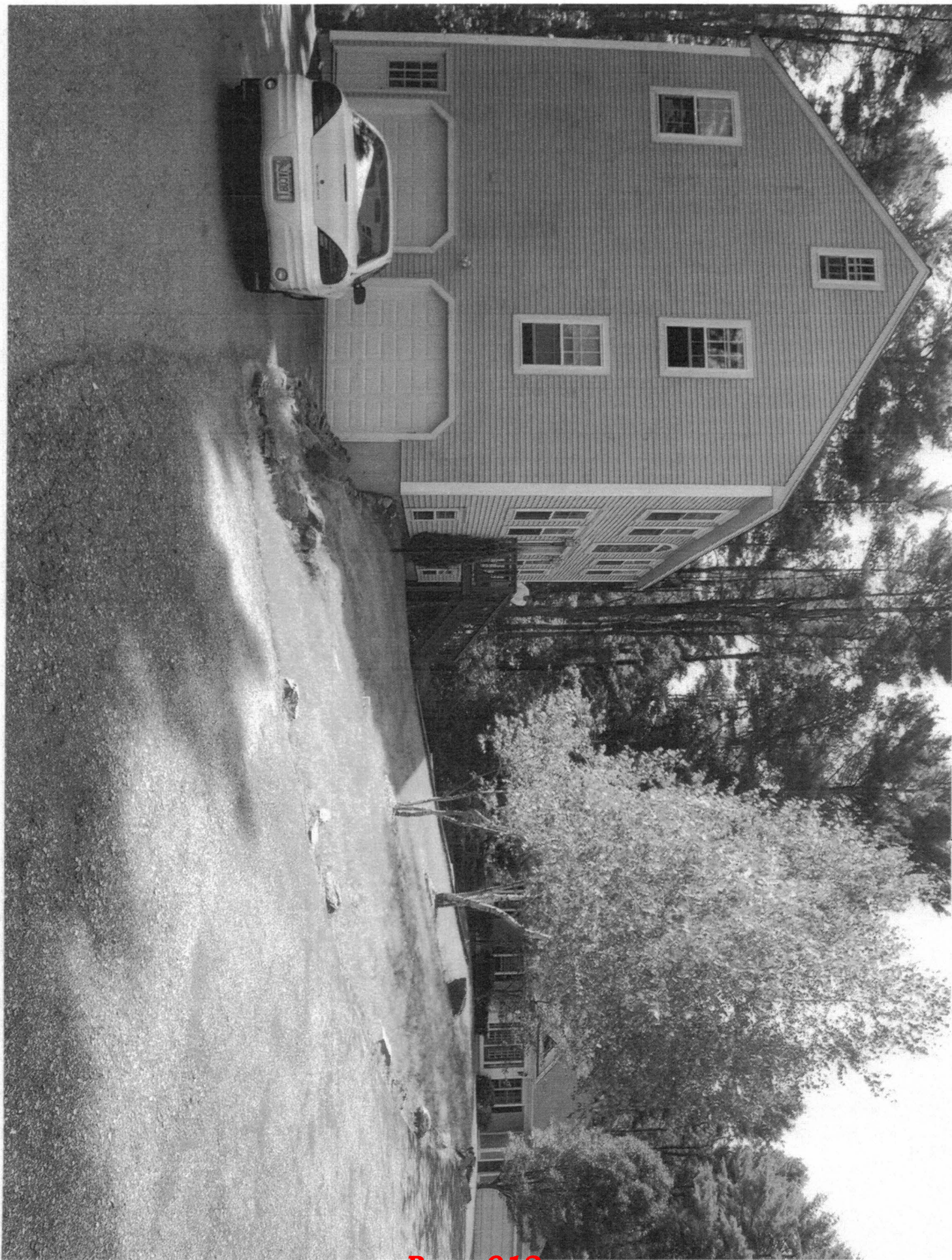
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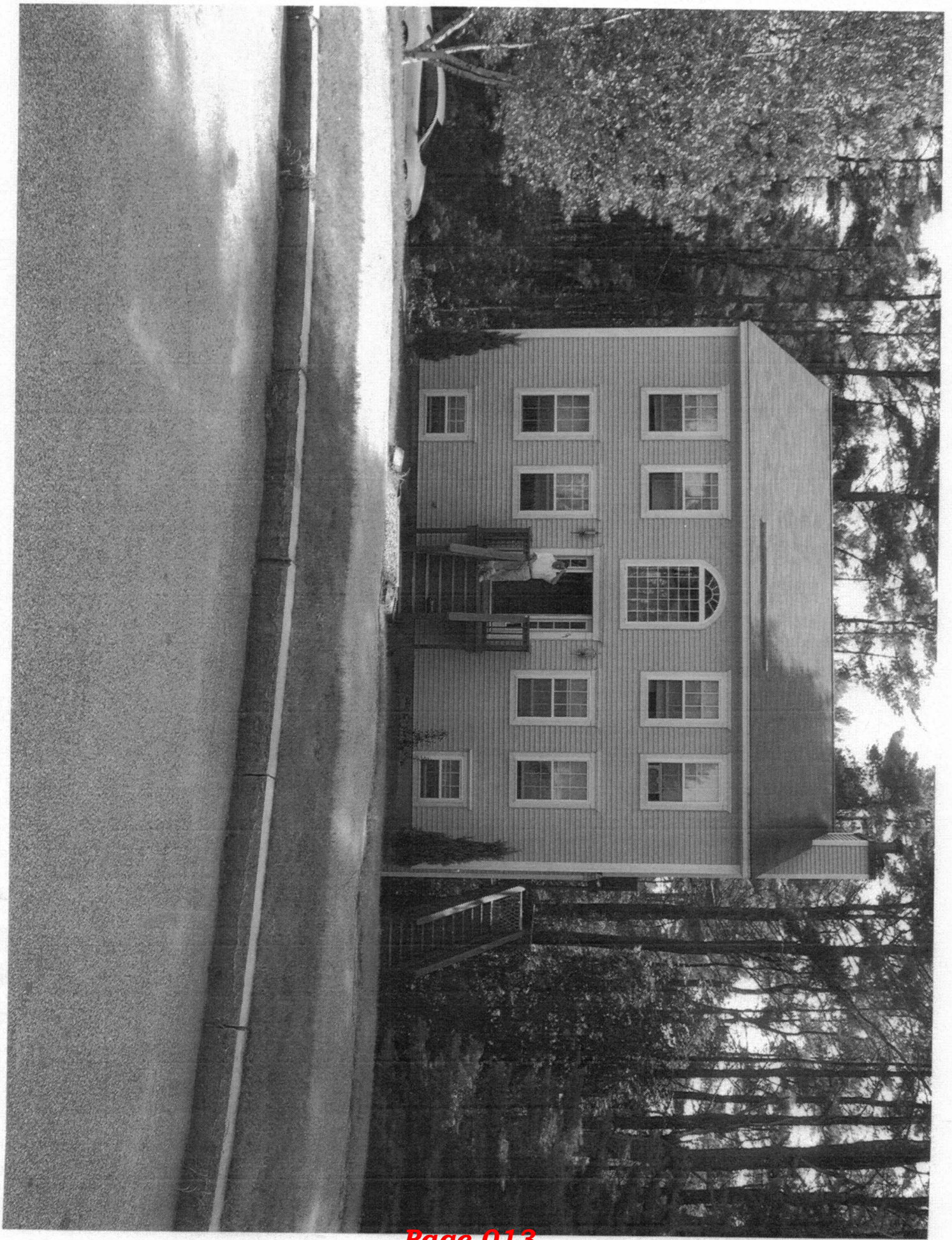




Page 010



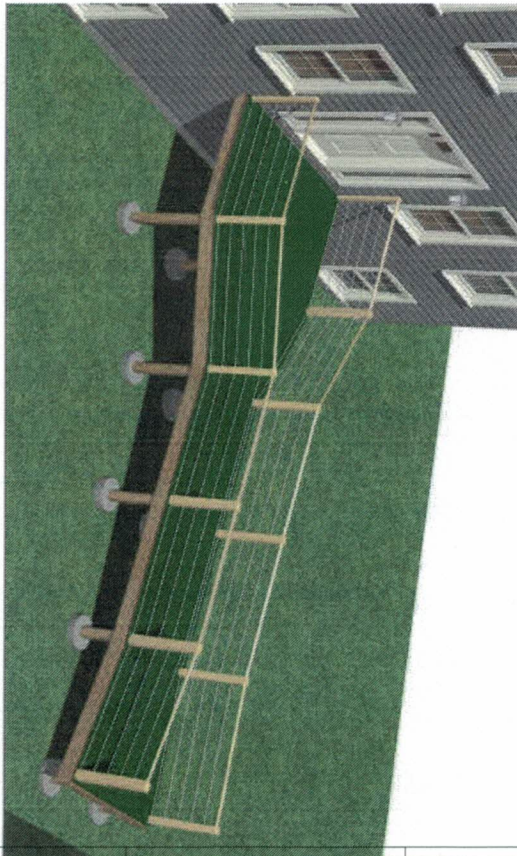
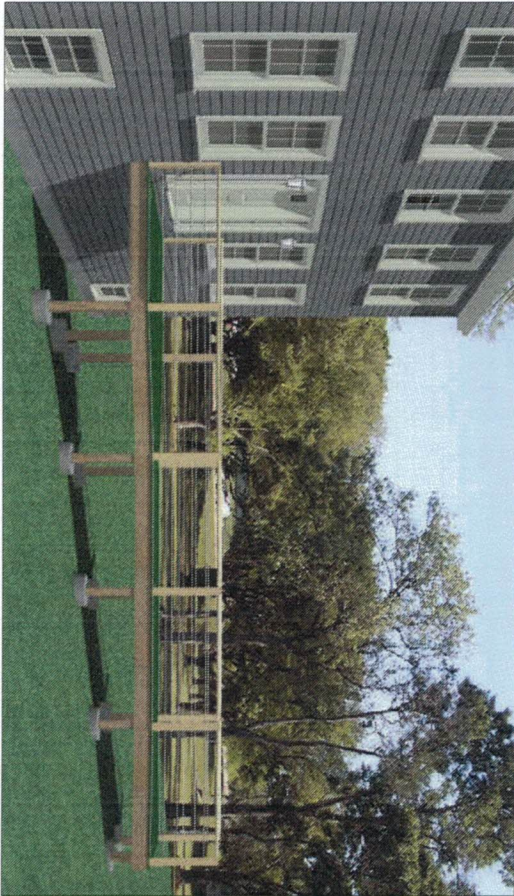












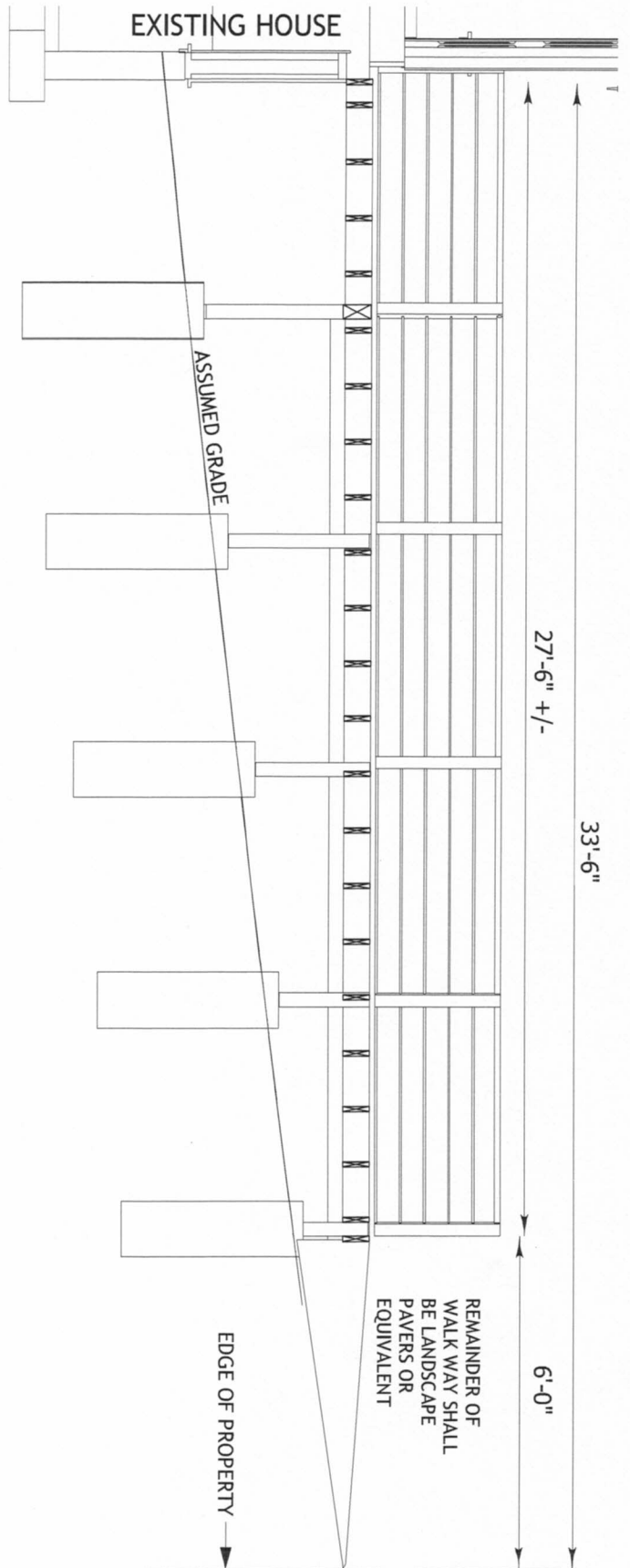
Drawn for:
 Bill Fogel
 67 Kingsmark Lane
 Portland, ME. 04102
 899-9697

John Bowden
 Bowden Custom Homes
 346 Cobbs Bridge Rd
 New Gloucester, ME 04260

Page 017

Revised:

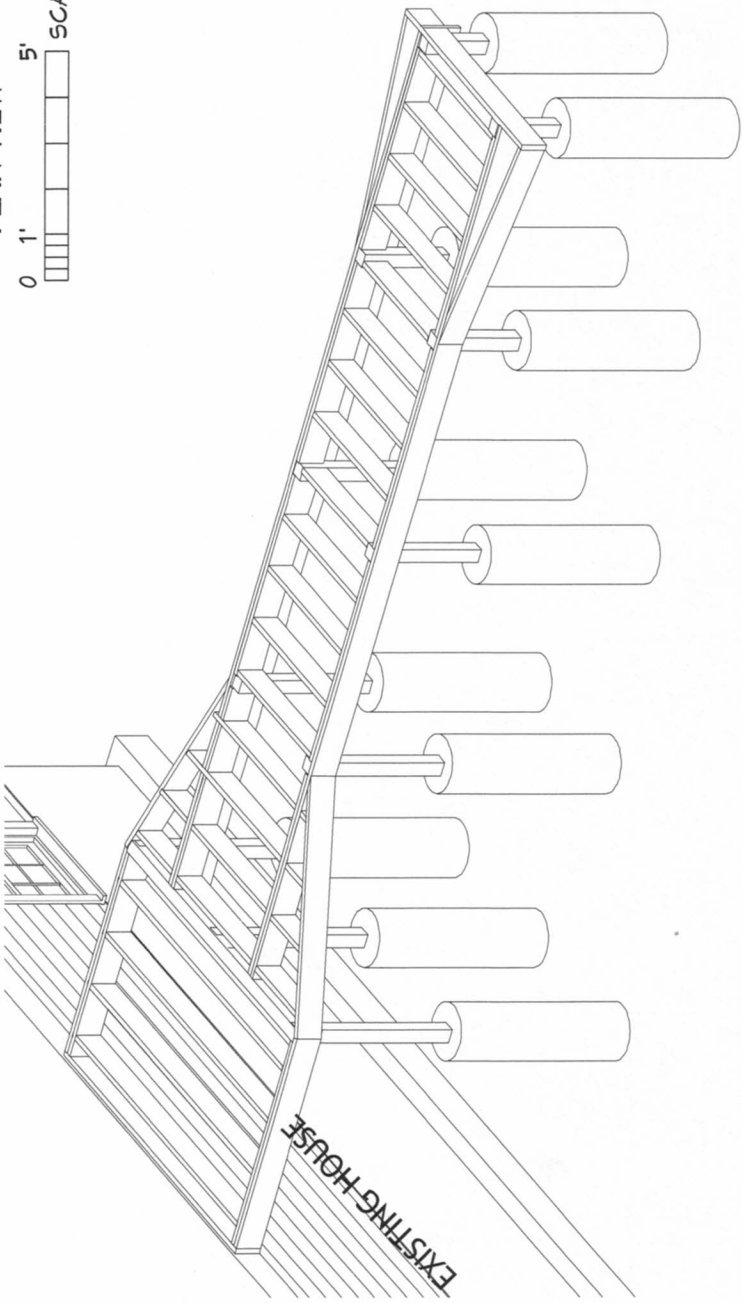
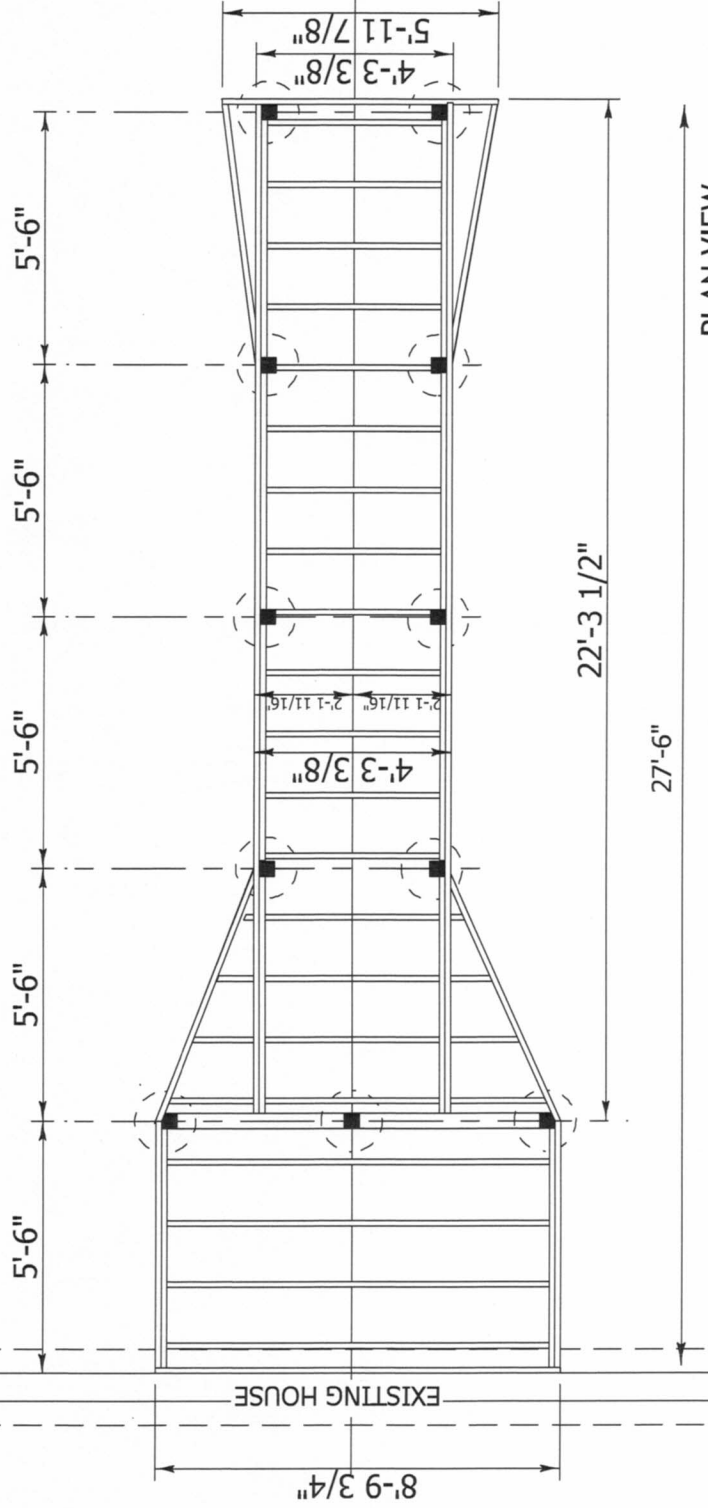
Date:
 11/3/2016



ELEVATION / CROSS SECTION



Date: 11/3/2016	Revised:	John Bowden Bowden Custom Homes 346 Cobbs Bridge Rd New Gloucester, ME 04260	Drawn for: Bill Fogel 67 Kingsmark Lane Portland, ME. 04102 899-9697
----------------------------	-----------------	---	---



John Kelly and Catherine O'Connor
64 Kingsmark Lane
Portland, ME 04102
(207) 773-7369

November 3, 2016

City of Portland
Zoning Appeals Board
389 Congress Street
Room 315
Portland, ME 04101

RE: Disability Variance for 67 Kingsmark Lane

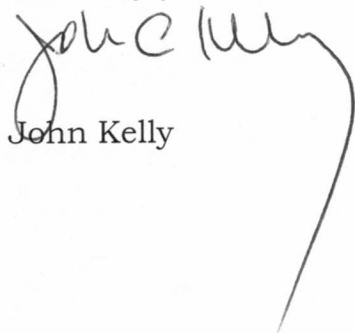
To Whom it May Concern:

We are abutting landowners to the Applicant. We live at 64 Kingsmark Lane. Our home is on parcel 226-A014001, which is Lot 9 of the subdivision.

We understand that our neighbor is applying for a disability variance, requesting a reduction in the front yard setback to allow the construction of a level, railed walkway straight from the street to the porch starting at, or near the edge of the existing sidewalk.

We support the application, and have no objection to the granting of the variance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Kelly", with a long, sweeping line extending from the bottom of the signature.

John Kelly

A handwritten signature in black ink, appearing to read "Catherine O'Connor", with a long, sweeping line extending from the bottom of the signature.

Catherine O'Connor

Linda Markee
59 Kingsmark Lane
Portland, ME 04102
(207) 772-6575

November 3, 2016

City of Portland
Zoning Appeals Board
389 Congress Street
Room 315
Portland, ME 04101

RE: Disability Variance for 67 Kingsmark Lane

To Whom it May Concern:

I am an abutting landowner to the Applicant. I live at 59 Kingsmark Lane. My home is on parcel 227-E014001, which is Lot 6 of the subdivision.

I understand that my neighbor is applying for a disability variance, requesting a reduction in the front yard setback to allow the construction of a level, railed walkway straight from the street to the porch starting at, or near the edge of the existing sidewalk.

I support the application, and have no objection to the granting of the variance.

Sincerely yours,



Linda Markee