

1. 12-1-16 Agenda

Documents:

[12-01-16 AGENDA.PDF](#)

2. 111 Cobb Avenue - Practical Difficulty

Documents:

[111 COBB AVE - PRACTICAL DIFFICULTY APPLICATION.PDF](#)

3. 2 Island Avenue - Conditional Use Appeal

Documents:

[2 ISLAND AVE CONDITIONAL USE APPEAL APPLICATION.PDF](#)

4. 20 Orland Street - Conditional Use Appeal

Documents:

[20 ORLAND ST - CONDITIONAL USE APPEAL APPLICATION.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, December 1, 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. Practical Difficulty Variance Appeal:

111 Cobb Avenue, Noel Poirier, owner, Tax Map 210, Block A, Lots 010, 011, 012 and 013, R-2 Residential Zone: The applicant is seeking a Practical Difficulty Variance to reduce the minimum street frontage from the required 50 feet [Section 14-80(c)] to 25 feet. Representing the appeal is Scott Regan, contractor, on behalf of the owner and also Mark Poirier, spouse of the owner.

B. Conditional Use Appeal:

2 Island Avenue, Peaks Island, Ten Pin LLC, buyer, Tax Map 84, Block R, Lot 030, I-B Island Business Zone: The applicant is seeking a Conditional Use Appeal under section 14-224(a) to convert an existing two-family dwelling to four-family dwelling. Representing the appeal are Heather Thompson and Mario Proia, members of the buyer, Ten Pin LLC.

C. Conditional Use Appeal:

20 Orland Street, Jamie Howard and Jennifer Graham, owners, Tax Map 119, Block C, Lot 020, R-3 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-88(a)(2) to add an accessory dwelling unit to an existing residential condominium unit. The condominium is part of a two-unit residential condominium building. Representing the appeal are the owners.

2. Adjournment



Jeff Levine
Director, Planning & Urban Development

Ann Machado
Zoning Administrator

CITY OF PORTLAND
ZONING BOARD OF APPEALS
Practical Difficulty Variance Application

Applicant Information:

SCOTT REBAN
NAME

334 BROADVIEW RD
ADDRESS

SLARBOROUGH ME 04072

(207) 303-7207 scott@heatdoctorllc.com

[REDACTED]
PHONE # & E-MAIL

CONTRIBUTOR
APPLICANT'S RIGHT/TITLE/INTEREST
(EG; owner, purchaser, etc)

R-2
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

VACANT LOT

Subject Property Information:

CORBIS AVENUE
PROPERTY ADDRESS

210 A 10, 11, 12, 13
CHART/BLOCK/LOT (CBL)

NOEL POIRIER
PROPERTY OWNER (if different)

[REDACTED]
ADDRESS

[REDACTED]
PHONE # & E-MAIL

PRACTICAL DIFFICULTY VARIANCE
FROM SECTION [REDACTED]

14-80(K)

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.

Scott Reban / Noel Poirier
SIGNATURE OF APPLICANT
11/22/14

9/28/16
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, nor 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.

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:

THE LOT HAS APPROXIMATELY 25' OF ROAD
FRONTAGE INSTEAD OF 50'.

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:

1) STRICT APPLICATION OF THE ROAD FRONTAGE REQUIREMENT
WOULD PRECLUDE RESIDENTIAL USE OF THE LOT.

2) THE PROPERTY WAS PURCHASED WITH THE ASSUMPTION
THAT THE LOT WAS BUILDABLE BASED ON REPRESENTATIONS
OF THE CITY. SEE TAX MAP ATTACHED.

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 CITY VACATED THE STREET BY MISTAKE,
RENDERING LOT UNBUILDABLE.

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 PROPOSED USE IS CONSISTENT WITH THE
SURROUNDING AREA.

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:

THE PRACTICAL DIFFICULTY IS CAUSED BY
THE CITY'S VACATION OF THE STREET.

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

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

THE LOT IS UNBUILDABLE WITHOUT THE VARIANCE.

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 PROPOSED USE IS FOR A RESIDENTIAL LOT,
CONSISTENT WITH THE NEIGHBORHOOD.

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:

THE LOT IS NOT LOCATED IN SHORELAND,
OR FLOOD ZONE. SEE SURVEY.

area as of June 1, 1983;

- d. Expansion onto land other than the lot on which the principal use is located of no more than fifteen (15) percent of the total contiguous land area of the existing use, or one (1) acre, whichever is less, within any five-year period.
- (b) *Minimum area per dwelling unit:* Ten thousand (10,000) square feet.
 - (c) *Minimum street frontage:* Fifty (50) feet.
 - (d) *Minimum yard dimensions:*

(Yard dimensions include setbacks of structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)

1. *Front yard:*

Principal or accessory structures: Twenty-five (25) feet.

2. *Rear yard:*

- a. Principal or accessory structures with ground coverage greater than one hundred (100) square feet: Twenty-five (25) feet.
- b. Accessory detached structures with a ground coverage of one hundred and forty-four (144) square feet or less: Five (5) feet.

Setbacks for swimming pools shall be as provided for in section 14-432 (swimming pools) of this article.

3. *Side yard:*

- a. Principal or accessory structures with ground coverage greater than one hundred (100) square feet:

Scott Regan
334 Broadturn Rd
Scarborough, ME 04074
cell (207) 3037207
email scott@heatdoctorllc.com

To: Portland Planning Dept
RE: Site plan review and practical difficulty variance
Property: Cobb Ave, Chart 210, Block A, Lot 10, 11, 12, 13
Date: September 28, 2016

Property owner: Noel Poirier
280 Brighton Ave
Portland, ME 04102
cell (207) 671-3757
email noelpoirier@icloud.com

The owner is seeking a variance to grant relief from the following:

Section 14-80(c), to allow approximately twenty-five (25) feet of road frontage instead of the required fifty (50) feet

The City of Portland has previously granted the same variance to the abutting property located at 110 Cobb Avenue on March 3, 2005. Please see attached certificate of variance approval.

The owner respectfully requests that the Board grant the request for the same reasons and with the same conditions.



OWEN HASKELL, INC.

Professional Land Surveyors

390 U.S. Route 1, Unit 10 • Falmouth, ME 04105 • 207/774-0424 • FAX: 774-0511 • www.owenhaskell.com

March 30, 2016

SURVEY DESCRIPTION
REMAINING LOT

A certain lot or parcel of land with the buildings there on, situated on the northerly side of Cobb Avenue in the City of Portland, County of Cumberland and State of Maine, being depicted on a plan entitled "Boundary Survey and Lot Split, 101 Cobb Avenue, Portland, Maine made for Mark Poirier" by Owen Haskell, Inc. Dated March 30, 2016, and being bounded and described as follows:

Beginning on the northerly sideline of Cobb Avenue at the southwesterly corner of land now or formerly of Barbara Wilkinson recorded in deed book 4485, page 141, also being the southeasterly corner of the parcel labeled "Remaining Lot" as shown on said plan;

Thence, S 46°49'31" W along northerly sideline of said Cobb Avenue 50.00 feet to an angle point in said avenue;

Thence, S 47°17'31" W continuing along the northerly sideline of said Cobb Avenue 40.14 feet to the western terminus of the accepted portion of Cobb Avenue;

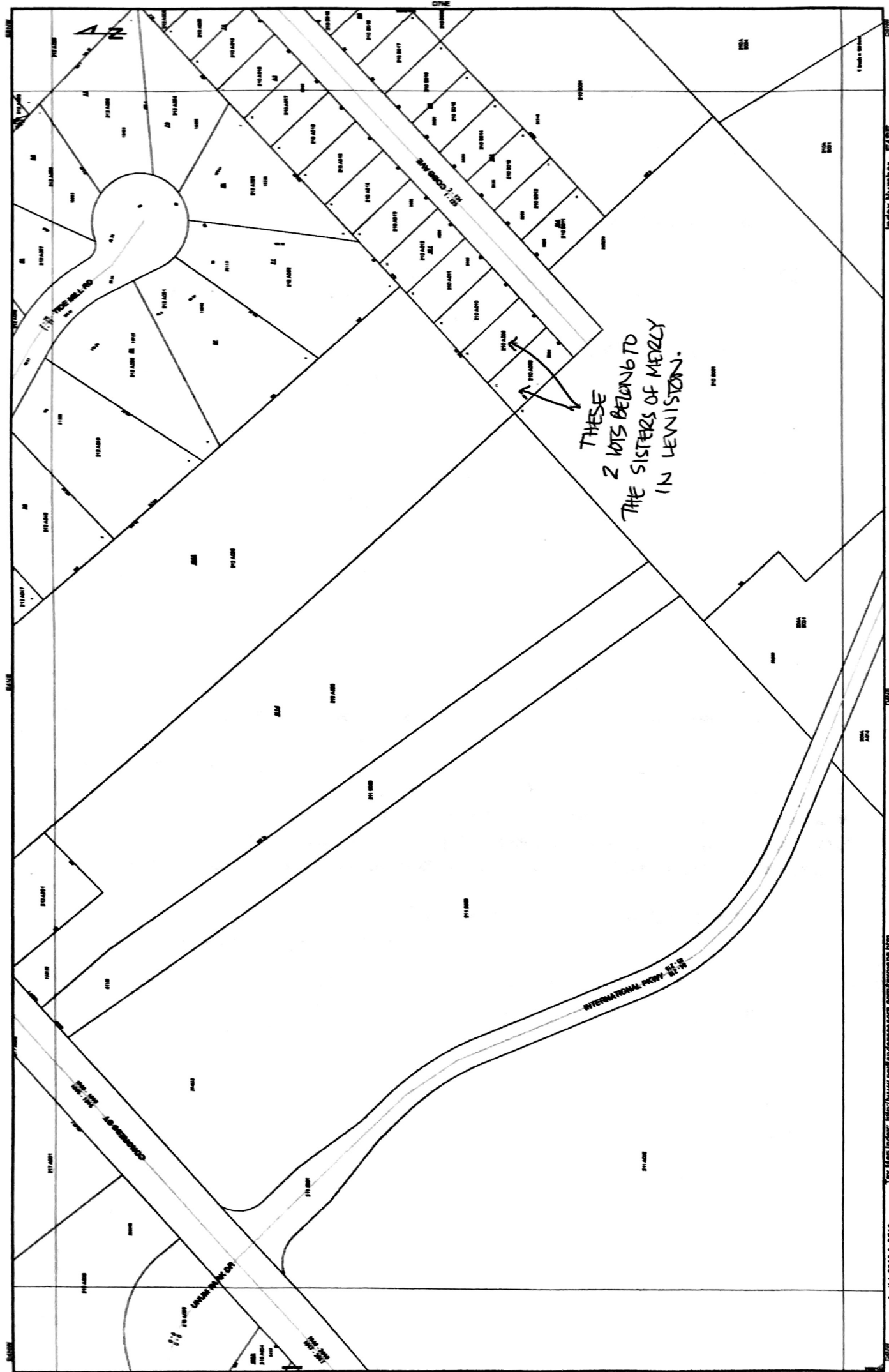
Thence, S 47°17'31" W along the northerly sideline of the unaccepted portion of Cobb Avenue and through the land of the grantor 9.86 feet;

Thence, N 42°42'29" W continuing through the land of the grantor 100.00 feet to the southerly line of land now or formerly of Christ Church of Portland;

Thence, N 47°17'31" E along the southerly line of said Christ Church of Portland and the southerly line of land now or formerly of John W. & Valerie Wipfler 59.45 feet;

Thence, N 46°49'31" E continuing along the southerly line of said John W. & Valerie Wipfler and the southerly line of land now or formerly of Shawn & Katherine Losier 49.60 feet to the northwesterly corner of land of said Barbara Wilkinson;

Thence, S 43°10'29" E along the westerly line of Barbara Wilkinson 100.00 feet to the point of beginning. Containing 10,946 S.F. or 0.25 acres, more or less.





© 2016 Google

Google Earth

feet
meters





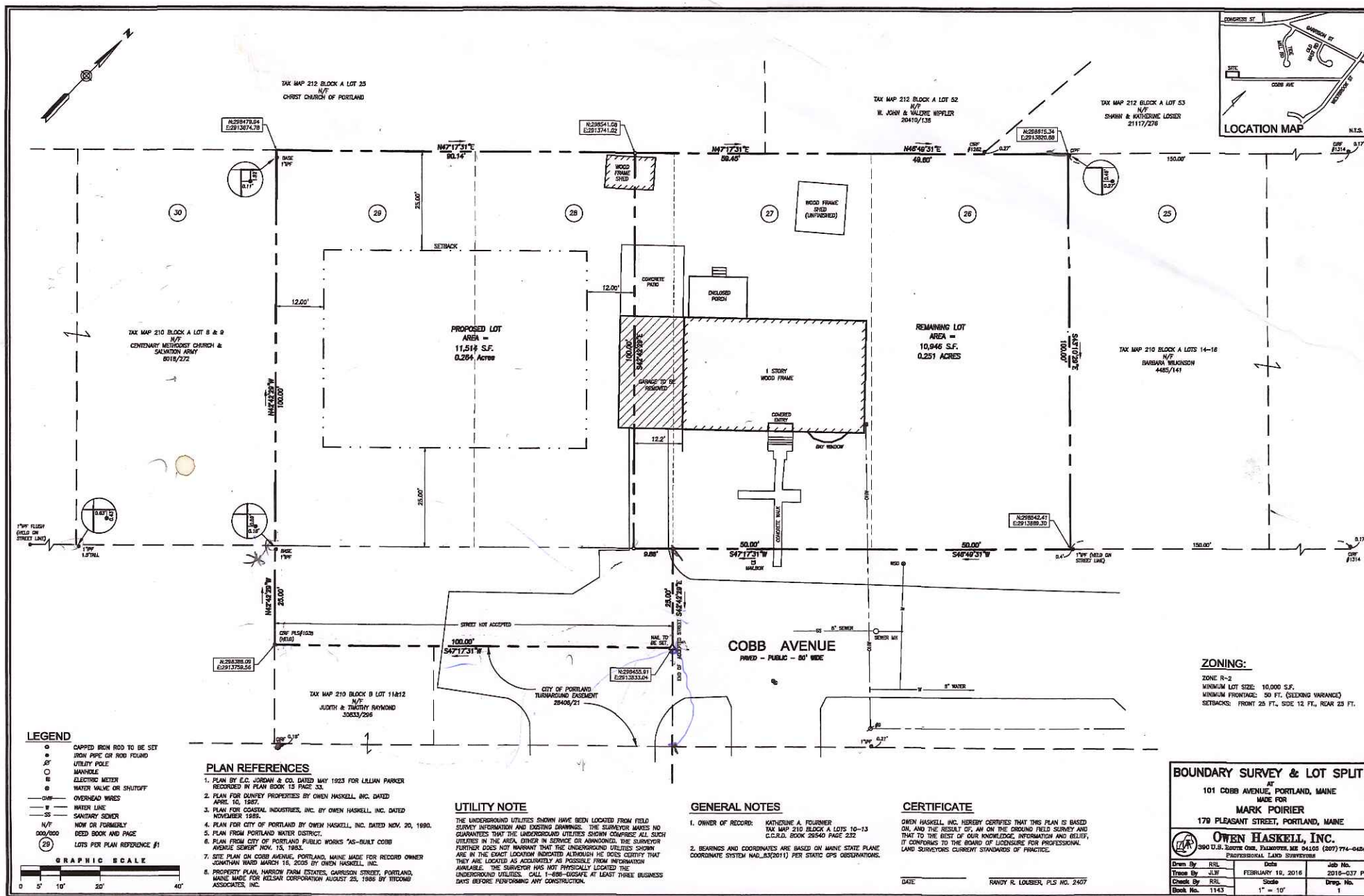






50' FRONTAGE

SUB BACK 25 FRONT BEAR
12 SIDE SIDE



MAINE REAL ESTATE TAX-Paid

Return to:
 New England Title, LLC
 2320 Congress Street
 Portland, ME 04102

DLN1001640006439

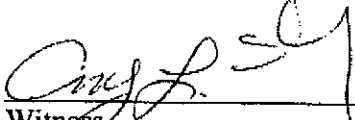
WARRANTY DEED
 (Maine Statutory Short Form)

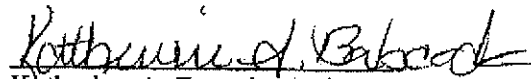
KNOW ALL PERSONS BY THESE PRESENTS, that I, Katherine A. Fournier-Babcock f/k/a Katherine A. Fournier, of Portland, County of Cumberland, State of Maine, for consideration paid, GRANT to Noel Poirier of Portland, County of Cumberland and State of Maine, whose mailing address is 179 Pleasant Avenue, Portland, Maine, with **WARRANTY COVENANTS**, the land with buildings thereon in Portland, County of Cumberland and the State of Maine, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey the same premises described in deed of Katherine A. Fournier, Personal Representative of Alvin Gordon Brown, Dated April 19, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29540, Page 232.

Witness my hand and seal this 23rd day of February, 2016


 Witness

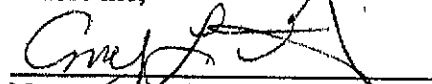

 Katherine A. Fournier-Babcock

STATE OF MAINE
 COUNTY OF CUMBERLAND, SS.

February 23, 2016

Then personally appeared before me the above- named Katherine A. Fournier-Babcock and acknowledged the foregoing instrument to be her free act and deed.

Before me,


 Notary Public/ Attorney at Law



AMY L. GIBSON
 Notary Public - State of Maine
 My Comm. Expires June 9, 2022

EXHIBIT "A"

File No.: Ts16-027C

101 Cobb Avenue
Portland, Maine

A certain lot or parcel of land, with the buildings thereon, situated in Portland, Cumberland County, Maine, bounded and described as follows:

1. A certain lot or parcel of land situated in said Portland, Westerly of Westbrook Street, and being lot numbered Twenty-six (26) as shown on plan of land at Stroud water, Portland, Maine, surveyed for Lillian M. Parker, May, 1923, by E. C. Jordan & Co., and recorded in Cumberland County Registry of Deeds, Plan Book 15, Page 33.

Said lot is more fully bounded and described as follows: Commencing at a point on the Northwestern side of Cobb Avenue as shown on said plan, which point is Twelve Hundred Forty-seven and Eighty-five hundredths (1247.85,) feet Southwesterly from the point of intersection of said Westerly side line of Westbrook Street and said Northwestern side line of Cobb Avenue; thence Southwesterly by said Cobb Avenue Fifty (50) feet to a stake and lot numbered Twenty-seven (27), as shown on said plan; thence Northwesternly at an angle of $89^{\circ} 46'$ to said Northwestern side line of Cobb Avenue One Hundred (100) feet to a stake and land of Horatio Maxfield; thence Northeasterly by said Maxfield land and land of one Fickett Forty-nine and Six tenths (49.6) feet to a stake and lot numbered Twenty-five (25) as shown on said plan; thence Southeasterly by said lot numbered Twenty-five (25) One Hundred (100) feet to said Cobb Avenue and the point of beginning.

2. A certain lot or parcel of land situated in said Portland Westerly of Westbrook Street and being lot numbered Twenty-seven (27) as shown on plan of land at Stroudwater, Portland, Maine, surveyed for Lillian M. Parker, May, 1923, by E. C. Jordan & Co., recorded in the Cumberland County Registry of Deeds in Plan Book 15, Page 33. Said lot is more fully bounded and described as follows: Commencing at a point on the Northwestern side of Cobb Avenue as shown on said Plan, which point is Twelve Hundred Ninety-seven and Eighty-five one-hundredths (1297.85) feet Southwesterly from the point of intersection of said Westerly side line of Westbrook Street and said Northwestern side line of Cobb Avenue; thence Southwesterly by said Cobb Avenue Fifty (50) feet to a stake and lot numbered twenty-eight (28) as shown on said plan; thence Northwesternly at right angles to said Cobb Avenue One Hundred (100) feet to a stake and land of Horatio Maxfield; thence Northeasterly by said Maxfield land Forty-nine and Six tenths (49.6) feet to a stake and lot numbered twenty-six (26) as shown on said plan; thence Southeasterly by said lot numbered Twenty-six (26) one hundred (100) feet to said Cobb Avenue and the point of beginning. Making an angle of $89^{\circ} 46'$ with the Northwestern side line of Cobb Avenue.

3. A certain lot or parcel of land situated in said Portland Westerly of Westbrook Street, and being lot numbered Twenty-eight (28) as shown on plan of land at Stroudwater, Portland, Maine, surveyed for Lillian M. Parker, May, 1923 by E. C. Jordan & Co. recorded in the Cumberland County Registry of Deeds in Plan Book 15, Page 33.

Said lot is more fully bounded and described as follows: Commencing at a point on the Northwestern side of Cobb Avenue as shown on said plan, which point is Thirteen Hundred Forty-seven and Eighty-five One hundredths (1347.85) feet Southwesterly from the point of intersection of said Westerly side line of Westbrook Street and said Northwestern side line of Cobb Avenue; thence Southwesterly by said Cobb Avenue Fifty (50) feet to a stake and lot numbered Twenty-nine (29) as shown on said plan; thence Northwesternly at right angles to said Cobb Avenue One Hundred (100) feet to a stake and land of Horatio Maxfield; thence Northeasterly by said Maxfield land Fifty (50) feet to a stake and lot numbered Twenty-seven (27) as shown on said plan; thence Southeasterly by said lot numbered Twenty-seven (27) One Hundred (100) feet to said Cobb Avenue and the point of beginning.

4. A certain lot or parcel of land situated in said Portland, westerly of Westbrook Street, and being lot number Twenty-nine (29) as shown on plan of land at Stroudwater, Portland, Maine, surveyed for Lillian M. Parker May, 1923 by E. C. Jordan & Co., recorded in the Cumberland County Registry of Deeds in Plan Book 15, Page 33.

Said lot is more fully bounded and described as follows: Commencing at a point on the Northwestern side of Cobb Avenue as shown on said plan, which point is Thirteen hundred ninety-seven and eighty-five hundredths (1397.85) feet southwesterly from the point of intersection of said Westerly side line of Westbrook Street and said Northwestern side line of Cobb Avenue; thence Southwesterly, by said Cobb Avenue Fifty (50) feet to a stake and lot numbered thirty (30) as shown on said plan; thence Northwesternly at right angles to said Cobb Avenue One Hundred (100) feet to a stake and land of Horatio Maxfield; thence Northeasterly by said Maxfield land fifty (50) feet to a stake and lot numbered Twenty-eight (28) as shown on said plan; thence southcasterly by said lot numbered Twenty-eight (28) One Hundred (100) feet to said Cobb Avenue and the point of beginning.

All of the foregoing lots are conveyed subject to the following restrictions and conditions imposed by earlier conveyances: That no dwelling house costing less than Two Thousand Dollars (\$2,000) shall be built thereon; and that no building, or part of building, except piazza or steps, shall be built or maintained within fifteen (15') feet of said Cobb Avenue.

October 7, 2016

Noel M. Poirier
280 Brighton Ave
Portland, ME 04102

RE: 101 Cobb Ave
Portland, ME 04102

To Whom It May Concern:

Effective immediately, I grant permission to Mr. Scott Regan to act on my behalf in the following matter:

- Pursuit of obtaining an exception to zoning requirements due to lack of road frontage for the above named real property, of which I am sole owner.

Please contact me at noelpoirier@icloud.com or 207-671-3757 should you have further questions or require additional documentation. Thank you for your consideration and assistance to Mr. Regan in obtaining the necessary exception.

Regards,



Noel M. Poirier

PRACTICAL DIFFICULTY VARIANCE

DECISION

Name and address of applicant: Harry and Diane Olsson

110 Cobb Avenue

Location of property under appeal: 110 Cobb Avenue

Appearances.

Names and addresses of witnesses (proponents, opponents and others):

Jonathan D Ward

14 Raspberry Lane

P.O. Box 304

Port Clyde, ME 04855

Exhibits.

CERTIFICATION BY ZONING ADMINISTRATOR

The Zoning Administer hereby certifies that:

- a. The Practical Difficulty variance applied for is permitted under §14-473(c)(3)(b)(1) (dimensional standards); and is not barred by the exceptions set forth in sections 14-473(c)(3)(a)(6) (shoreland and flood hazard areas); nor §14-473(c)(4) (relief limited to minimum variance required); nor §14-473(c)(3)(c) (specific variances prohibited); nor §14-473(c)(3)(d) (no relief for volume, floor area, nor setting of single-component manufactured homes).
- b. 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 as defined in this article.

The Zoning Administrator has certified/has not certified that the application comports with each of the above requirements.

Cathleen D. Allen
Secretary

ORDINANCE CRITERIA

Findings of Fact.

Notwithstanding the provisions of §14-473(c)(1) and (2) of this section, the Board of Appeals 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:

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

IT IS 4 IT IS NOT 0 (deny application)

Comment: City vacated street by mistake rendering lot
unbuildable.

2. The granting of the variance will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties:

IT WILL NOT 4 IT WILL 0 (deny application)

Comment: The proposed use is consistent with the surrounding
area

3. The Practical Difficulty is not the result of action taken by the applicant:

IT IS NOT 4 IT IS 0 (deny application)

Comment: The practical difficulty is caused by the
City's vacation.

4. No other feasible alternative is available to the applicant, except a variance:

IT IS NOT 4 IT IS 0 (deny application)

Comment: The lot is unbuildable without the variance

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

IT WILL NOT 4 IT WILL 0 (deny application)

Comment: The use of the lot as a residential lot is consistent with the neighborhood

6. Strict application of the dimensional standards of the ordinance to the subject property will preclude a use which is permitted in the zone in which the property is located.

IT WILL 4 IT WILL NOT 0 (deny application)

Comment: Strict application of the dimensional standards will preclude residential use of the lot.

7. Strict application of the dimensional standards of the ordinance to the subject property will result in economic injury to the applicant.

IT WILL 4 IT WILL NOT 0 (deny application)

Comment: The property was purchased with the assumption that the lot was buildable based on representations of the city.

If the appeal is granted, does the Board wish to impose conditions which will further the intent and purpose of this Ordinance?

YES X

NO

Specific Conditions: ~~the house shall~~ Any residence constructed on the lot shall be set back

- ① Unless and until the private rights in the vacated way are terminated, any residence constructed on the lot shall be set back (front-set back) from the ^{northern} edge of the vacated way and not the centerline of the vacated way.
- ② A snow plow turn around easement shall be given to the City of Portland if received by the Planning Department during their single family site plan review

Reasons: _____

Date of Public Hearing: March 3, 2005

Motion: TO grant the practical difficulty variance with the condition
set forth on the previous page.
(including conditions and findings of fact) _____

see attached for findings of fact

Votes in favor

Carol B. Ann
Justin Syntex
[Signature]
[Signature]

Votes Opposed



Rm 315

CITY OF PORTLAND CERTIFICATE OF VARIANCE APPROVAL

I, William Hall, the duly appointed Chair of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the 3rd day of March 2005, the following variance was granted pursuant to the provisions of 30-A M.R.S.A. Section 4353(5) and the City of Portland's Code of Ordinances.

1. **Current Property Owner:** Harry R & Diane T. Olsson
2. **Property:** Cumberland County Registry of Deeds, Book 14670, Page 313
(Last recorded April 1999 Deed in Chain of Title)
110 Cobb Avenue, Portland, ME CBL: 210-B-011 & 012
3. **Variance and Conditions of Variance:**

To grant relief from section 14-90(4) to allow approximately twenty-five (25) feet of lot frontage instead of the required Fifty (50) feet, with the condition that unless and until the private rights on the vacated way are terminated, any residence constructed on the lot shall be set back (front set back) from the northern edge of the vacated way and not the centerline of the vacated way.

To grant relief from Section 14-403(b) minimum requirements for street improvements with the condition that a snow plow turn around easement shall be given to the City of Portland if so required by the Planning Department during their single family site plan review.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 7th day of March, 2005.

William Hall
Chair for The
City of Portland Zoning Board
William Hall
(Printed or Typed Name)

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above-named William Hall and acknowledged the above certificate to be his free act and deed in his capacity as Chairman of the Portland Board of Appeals, with his signature witnessed on March 7, 2005
Margaret Schmuckel
(Printed or Typed Name)
Notary Public
my term expires June 28, 2005

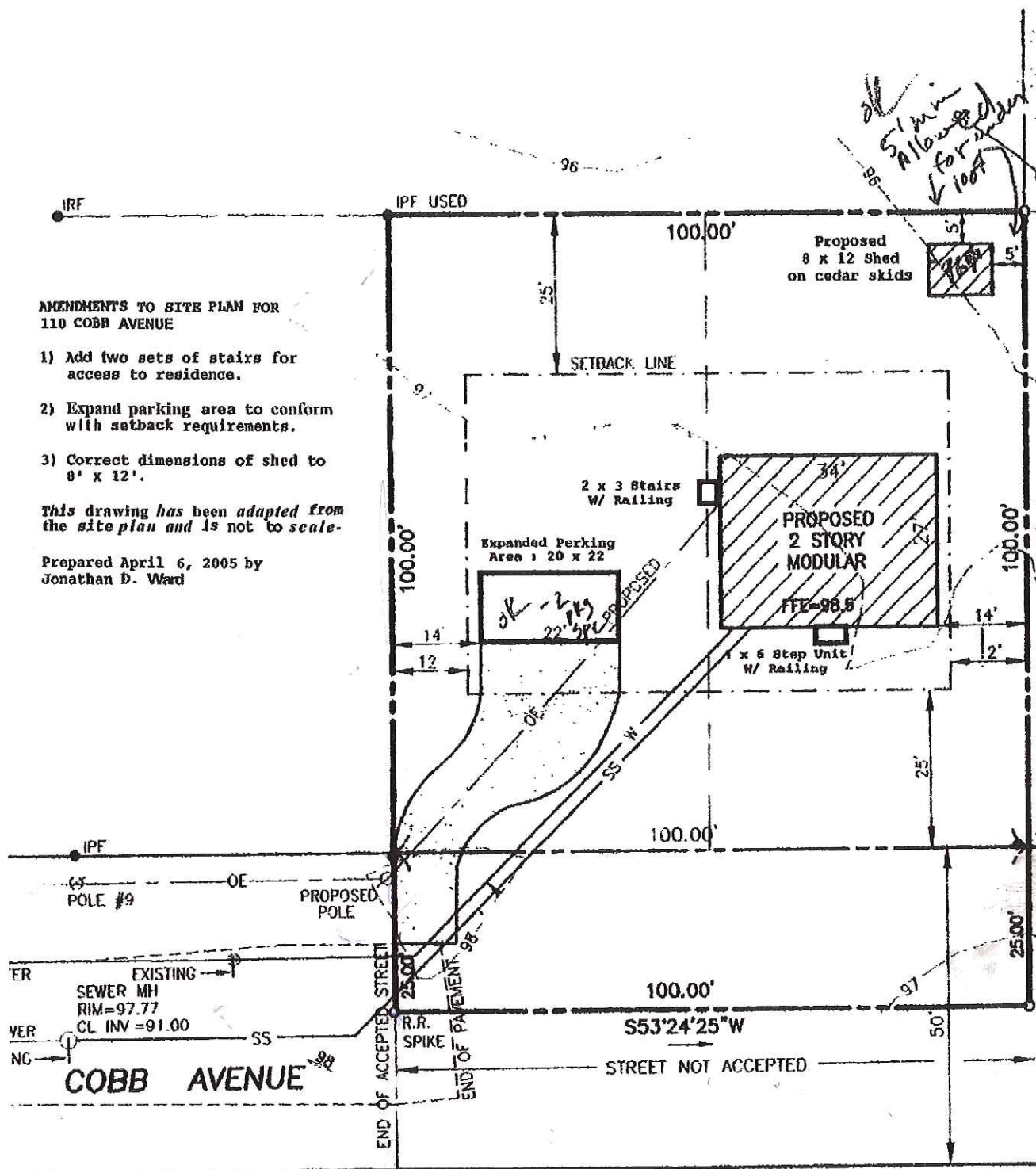
PURSUANT TO 30-A M.R.S.A. SECTION 4353(5), THIS CERTIFICATE MUST BE RECORDED BY THE PROPERTY OWNER IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN 90 DAYS FROM FINAL WRITTEN APPROVAL FOR THE VARIANCE TO BE VALID. FURTHERMORE, THIS VARIANCE IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 14-474 OF THE CITY OF PORTLAND'S CODE OF ORDINANCES.

389 Congress St Portland, Maine 04101 (207) 874-8730 FAX 874-8949 TTY 874-8936

Received
Recorded Register of Deeds
Mar 21, 2005 09:33:28A
Cumberland County
John B. O'Brien

- 1) Add two sets of stairs for access to residence.
- 2) Expand parking area to conform with setback requirements.
- 3) Correct dimensions of shed to 8' x 12'.

Prepared April 6, 2005 by
Jonathan D. Ward



APR - 6 2005

RECEIVED

CITY OF PORTLAND

members present: Lee Lowry, Bill Neleski, Julie Brady -
Peter Clifford, Elizabeth Bordowitz arrived ^{on time} but did not participate in the vote
CITY OF PORTLAND, MAINE
BOARD OF APPEALS
Members Absent: Sam Sivoblas, Andrew Bracer AS -

meeting called to order 7:06 pm, APPEAL AGENDA

The Board of Appeals will hold a public hearing at 7:00 p.m. in Room 209, City Hall, Portland, Maine on Thursday, April 22, 1999 to hear the following appeals:

1. Unfinished Business:

None

2. New Business:

4-0 Allowed A. Conditional Use Appeal
to table & continue to the next meeting
20 Sheridan Street, Jan Pedersen, owner of the property, respectfully petitions the Board to allow for professional offices to be located on the second floor of this residential property Section 14-137(3)b, R-6 Zone. - Should Add 14-434 Parking Misc. Appeal

B. Interpretation Appeal

Granted 5-0
Continue to July 8th
47 Hersey Street, Constance Tidd, owner of the property, respectfully petitions the Board to reverse the Zoning Administrator's Interpretation and to allow Ms. Tidd to replace her one car garage, R-3 Zone.
Continued to 4-10 - 1 Absent from
Next meeting
102-104 Cumberland Avenue, John Donovan, owner of the property, respectfully petitions the Board to allow for a Functional Division of this property, B-2 Zone.

C. Practical Difficulty Variance

Granted 5-0
Continue to July 8th
47 Hersey Street, Constance Tidd, owner of the property, respectfully petitions the Board to grant relief from the dimensions standards of the Zoning Ordinance 14-90(4) to allow Ms. Tidd to replace her one car garage, R-3 Zone.

4-1
Granted with condition
110 Cobb Avenue, Michelle & Jonathan Ward, agents for the property, respectfully petitions the Board to grant relief from Sections 14-430 (b) and Section 14-80 (3) to allow for construction of a residential home, R-2 zone.

3. Adjournment:

9:30

condition: snowplow turn around easement shall be given if required by the Planning Department during their single family home review site plan review

**EASEMENT DEED FOR
TURNAROUND**

In consideration of the payment of one dollar, Harry R. Olsson, Jr. and Diane T. Olsson, joint tenants with a mailing address at 2313 Barnumville Rd. Manchester Center, Vermont ("Grantor"), hereby grant to CITY OF PORTLAND, a body politic and corporate with a place of business at 389 Congress Street, Portland, Maine 04101 ("Grantee") a perpetual easement over a strip of land (the "Easement Area") running off of Cobb Avenue which Easement Area and property are more particularly described in Schedule A, attached hereto and incorporated herein by reference. This easement is for the purpose of facilitating emergency access (fire, police, etc.), street maintenance and other City purposes (snow plowing, trash removal, etc.) to the Cobb Avenue development.

Being the southerly half of the 35' x 50' easement described on the revised site plan prepared for Jonathan D. Ward by Owen Haskell, Inc. dated May, 2005 and attached hereto as Schedule A.

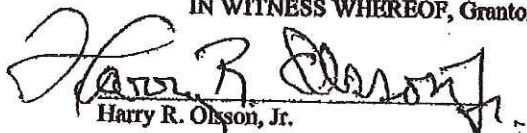
Together with and hereby granting to Grantee the perpetual right in its discretion to maintain, replace, relocate and repair within the Easement Area an area, paved or unpaved, capable of serving as a turnaround by motorized vehicles.

Together with and hereby granting to Grantee the perpetual right within the Easement Area to periodically trim trees and to remove dead, diseased or fallen trees (including "leaners") and to selectively clear undergrowth and make plantings to (1) prevent erosion, (2) provide for the safe passage of municipal vehicles, and (3) provide for public safety, all in accordance with good forestry and landscaping management practices.

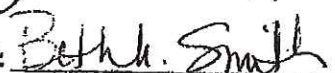
Both Grantor and Grantee acknowledge that this easement is being granted without claim for damages and provided to Grantee for use by municipal vehicles without charge.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and their successors and assigns forever.

IN WITNESS WHEREOF, Grantors have caused this easement to be executed this 2nd day of May, 2005.


Harry R. Olsson, Jr.


Diane T. Olsson

WITNESS: 

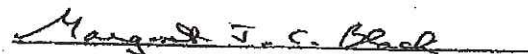
State of Maine
County of Knox, ss.

May 2, 2005

Received
Recorded Register of Deeds
Nov. 28, 2005 11:27:32A
Cumberland County
John B O'Brien

Personally appeared the above-named Harry R. Olsson, Jr. and Diane T. Olsson, of Manchester Center, Vermont, as aforesaid, and each acknowledged the foregoing instrument to be his or her free act and deed.

Before me,





Notary Public Commission expires 7-7-2009

SEAL

From: Barbara Barhydt
To: Clark, William; Dorr, Jennifer; Schmuckal, Marge; Stone, Melissa
Date: 5/11/2009 4:54:20 PM
Subject: Fwd: Cobb Ave Turnaround Easement - CBL 210-B-011 & 012 - Need Revised Site Plan

Hi Bill:

The one document that you have is signed by Marge Schmuckal and the chair of the Zoning Board of Appeals. I would check with Marge to see what she has regarding that decision.

I don't know if this was part of a subdivision, so we might have some records. Jennifer and Melissa, would you please check our files to see if we have a subdivision plan for this street?

Thank you.

Barbara

>>> William Clark Monday, May 11, 2009 3:41 PM >>>
Hi Barbara,

The districting folks came to me saying the last owner on the left of Cobb Ave was not too happy with City trucks turning around on his land.

We didn't have anything in the vault so I went On-line and found out that the owner was granted a frontage variance in 2005 (deed CCRD 22431/238) with a Sweetheart Deal Turnaround Easement granted from the owner to the City (deed CCRD 23428/262). The deed for the easement called for a revised site plan attached as Schedule A, but it was not attached to the deed when it was recorded.

Would your folks have a copy up there in Planning, or should I contact the surveyor?

Thanks,

Bill

CC: Earley, Steven; Margolis-Pineo, David

From: Jay Reynolds
To: Single Family Signoff
Date: Mon, May 9, 2005 3:37 PM
Subject: #114 Cobb Avenue

ID#2005-0066, CBL 210B011001,

Approvals with conditions have been entered in urban insight for this application

Jay Reynolds
Development Review Coordinator
City of Portland
Planning and Development
(207) 874-8632
jayjr@portlandmaine.gov

*Jonathan D. Ward
Michelle M. Ward
14 Raspberry Lane • PO Box 304 • Port Clyde, ME 04855-0304
Telephone (207) 372-0677 • Pager (207) 580-0677
Email: quagi@midcoast.com*

TO: Portland Planning Dept.
RE: 110 Cobb Ave. Site Plan Review
DATE: March 28, 2005

On March 4, 2005, we were granted a variance to permit construction of a single family residence at 110 Cobb Avenue. This memo accompanies our building permit application.

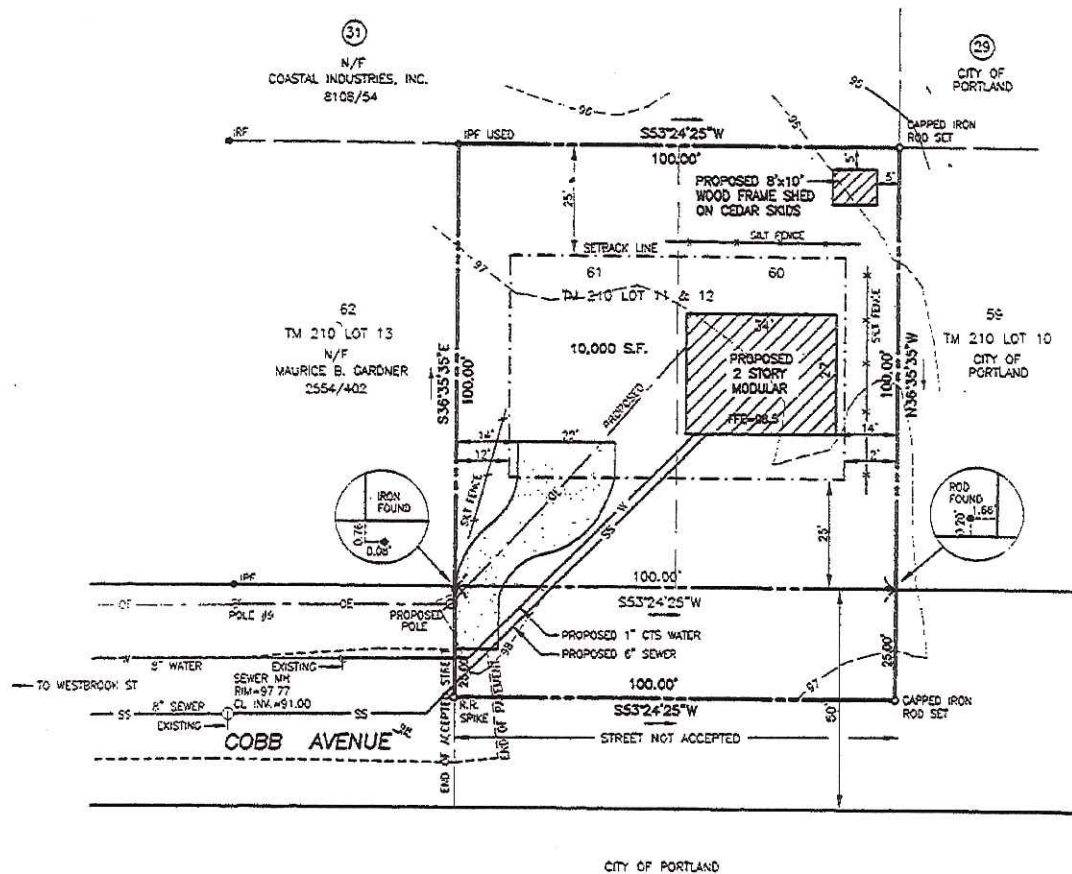
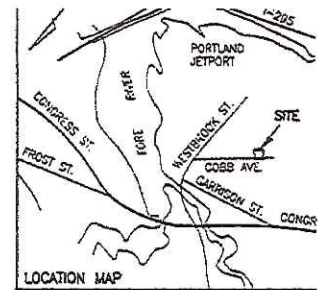
Cobb Avenue has been vacated past the line marked "End of Accepted Street." Though the pavement continues for about 10 feet, the City has no rights past that line. The abutting owners on either side of the vacated street own out to the centerline.

As part of the variance process, we have agreed to grant the City a snow plow turnaround easement "if so required by the planning department during their single family site plan review." Obviously, we would like any turnaround, if required, to blend with the surrounding landscape, and not give drivers the impression that there's a public turnaround at the end of the street.

Currently, plows have been pushing the snow off the end of the pavement and piling it at the indicated point. This is apparently working well and not obstructing the existing driveway. If we place the driveway for 110 directly opposite the one on the other side of the street (as proposed), plows can continue pushing the snow where they have been. Obviously, the plows have been able to turn around at the end of the street up to this point, probably using the existing driveway. We would also like to explore the possibility of using our driveway as part of turnaround. Initially, we do not plan to pave it, so we can expand the width if necessary.

If the Planning Department is agreeable, we'd like to try out this arrangement for the winter of 2005-2006, with the understanding that if it is not acceptable to the City, we will take further steps to accommodate plow operations.

In any case, we would like to meet with Planning Department staff during the site plan review process to look at this issue. We are available most weekdays, but will require advance notice because we live two hours away.



NOTE: ELEVATIONS BASED ON CITY DATUM
P.X. IN POLE #8 ELEV. 100.10

LEGEND:

- IRON PIPE OR ROD FOUND
- HYDRANT
- UTILITY POLE
- MANHOLE
- (E)— OVERHEAD ELECTRIC
- W— WATER MAIN
- SS— SANITARY SEWER

GRAPHIC SCALE



PLAN REFERENCES:

1. PLAN BY E.C. JORDAN & CO. DATED MAY 1923 FOR LILLIAN PARKER RECORDED IN PLAN BOOK 15 PAGE 33 LOTS SHOWN THUS 60
2. PLAN FOR DUNFEY PROPERTIES BY OWEN HASKELL, INC. DATED APRIL 10, 1987.
3. PLAN FOR COASTAL INDUSTRIES, INC. BY OWEN HASKELL, INC. DATED NOVEMBER 1989.
3. PLAN FOR CITY OF PORTLAND BY OWEN HASKELL, INC. DATED NOV. 20, 1990.
4. PLAN FROM PORTLAND WATER DISTRICT.
5. PLAN FROM CITY OF PORTLAND PUBLIC WORKS "AS-BUILT COBB AVENUE SEWER" NOV. 15, 1983.

ZONING:

ZONE R-2
MINIMUM LOT SIZE: 10,000 S.F.
MINIMUM FRONTAGE: 50 FT.
SETBACKS: FRONT 25 FT., SIDE 12 FT., REAR 25 FT.



3/24/05

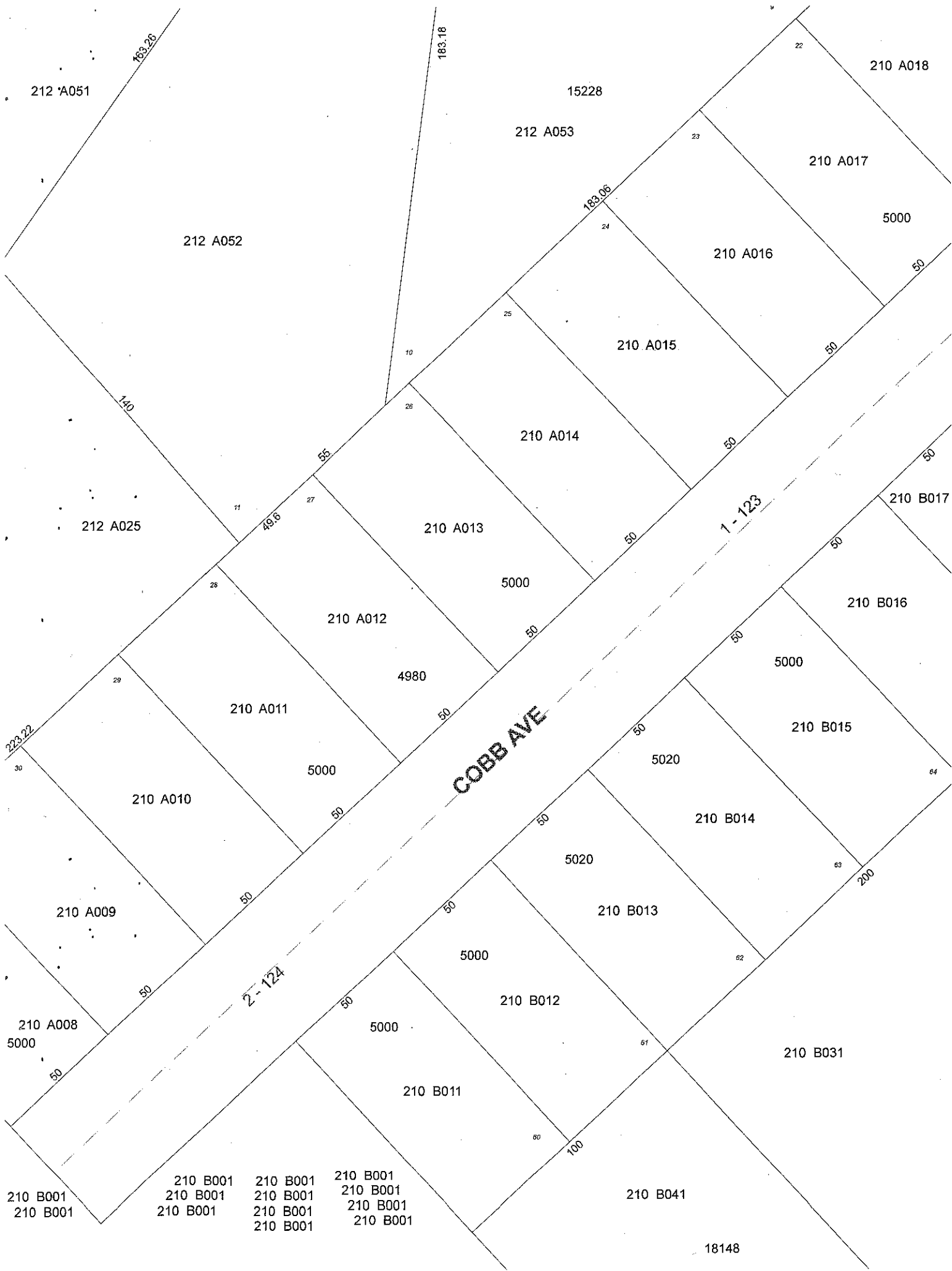
SITE PLAN

ON
COBB AVENUE, PORTLAND, MAINE
MADE FOR RECORD OWNER:
JONATHAN WARD

OWEN HASKELL, INC.

16 CASCO ST., PORTLAND, ME 04101 (207) 774-061
PROFESSIONAL LAND SURVEYORS

Drawn By	RS	Date	Job No
Trace By	JLW	MARCH 18, 2005	99008F
Check By	JPRC	Scale	Drawn N
Block No	A70	1" = 20'	15



212 A051

15228

210 A018

212 A053

210 A017

212 A052

5000

210 A016

210 A015

210 A014

210 A013

5000

210 A012

4980

210 A011

5000

210 A010

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210 B015

210 B014

210 B013

5000

210 B012

5000

210 B011

210 B041

210 B031

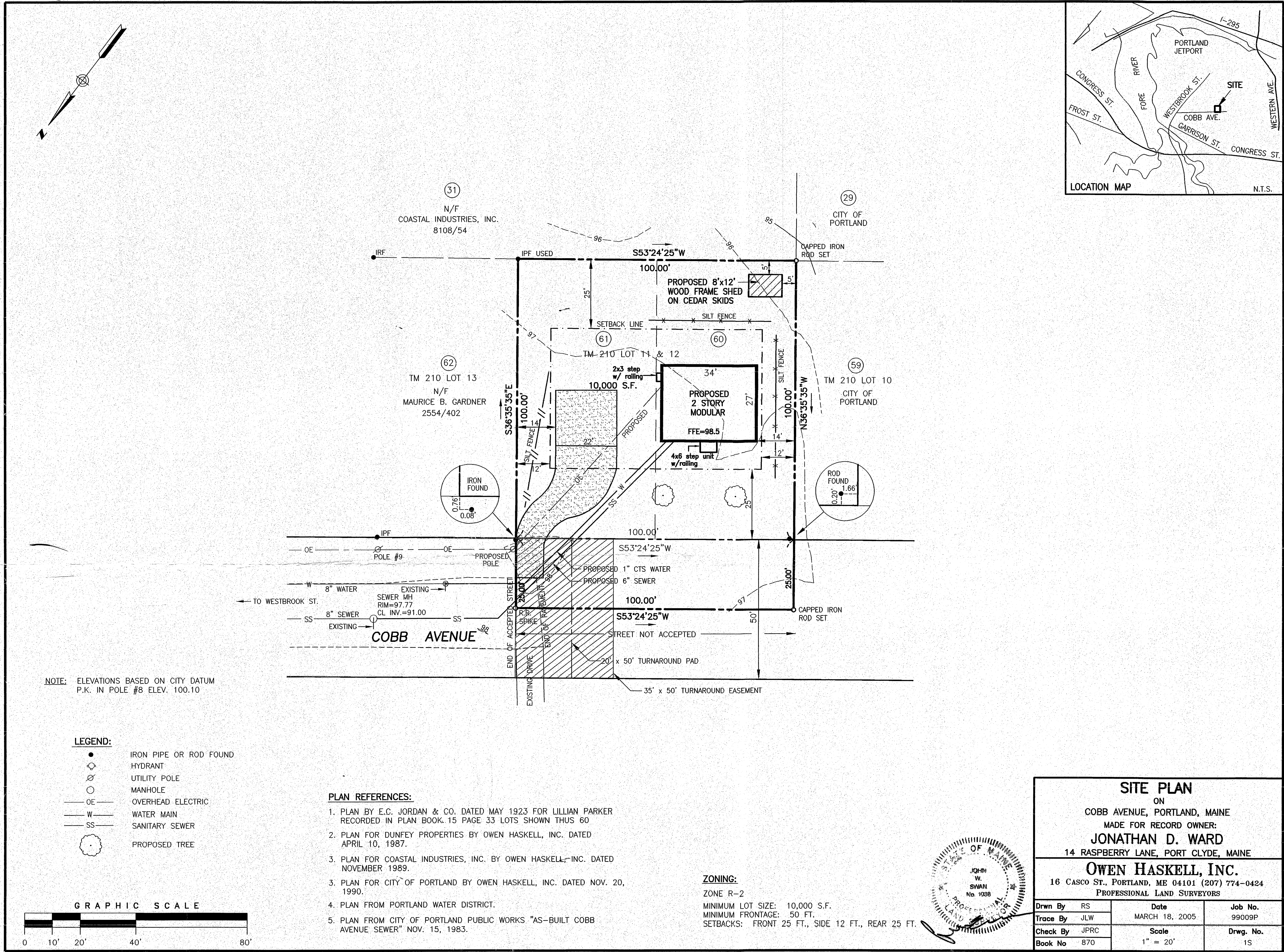
210 B001
210 B001

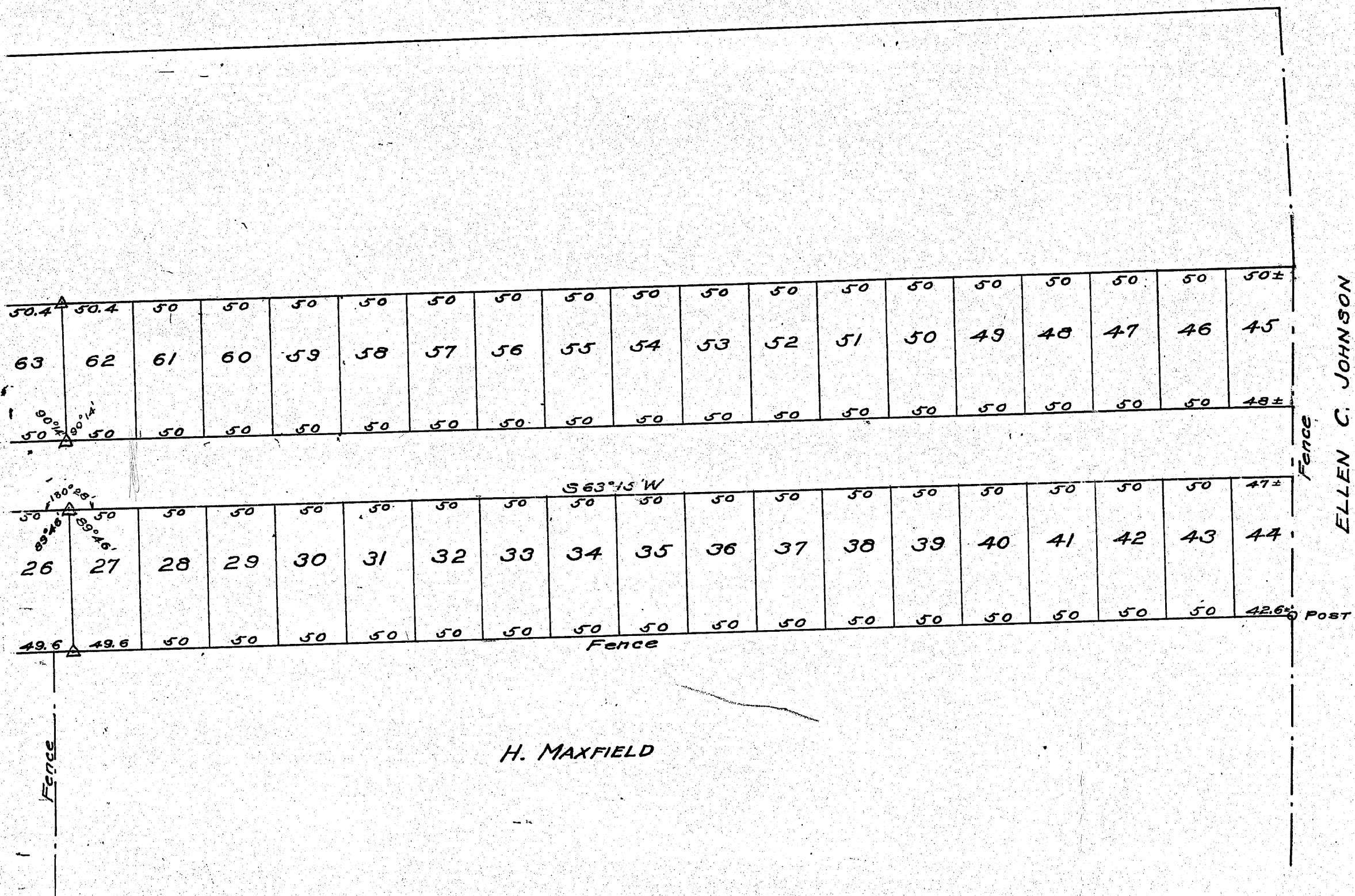
210 B001
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18148

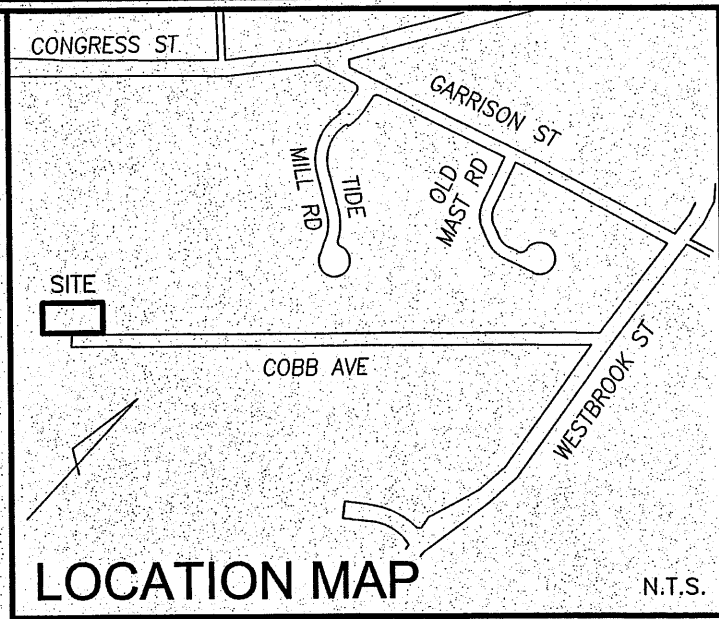
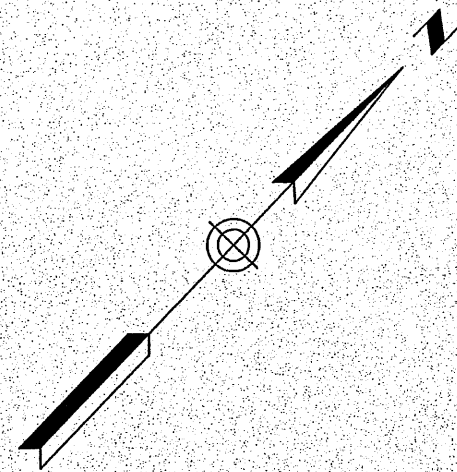




LINE

State of Maine, Cumberland ss: Registry of Deeds
 Received for filing
 recorded in Plan Book 15
 J. H. [Signature]

Book 15, Pg 33



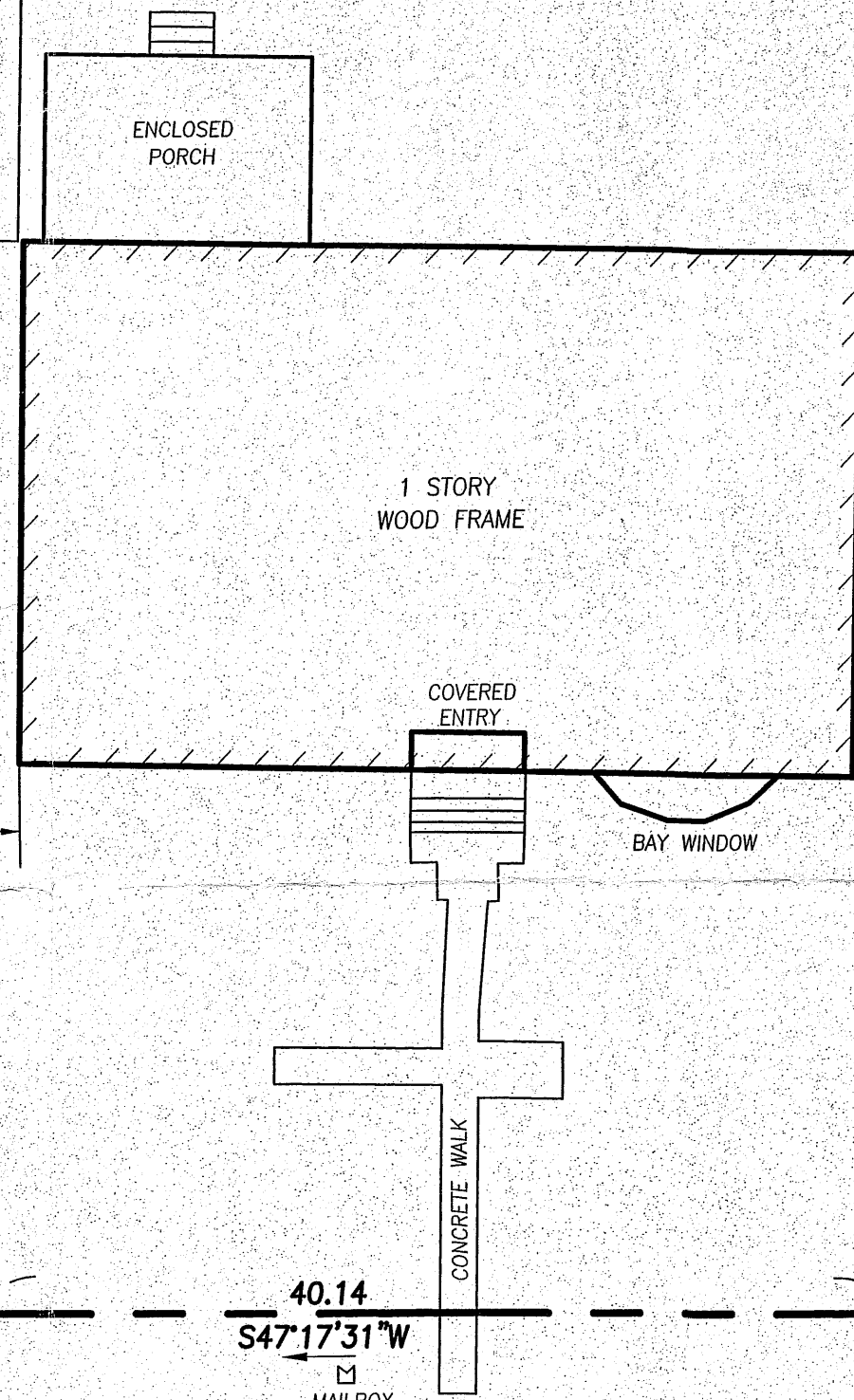
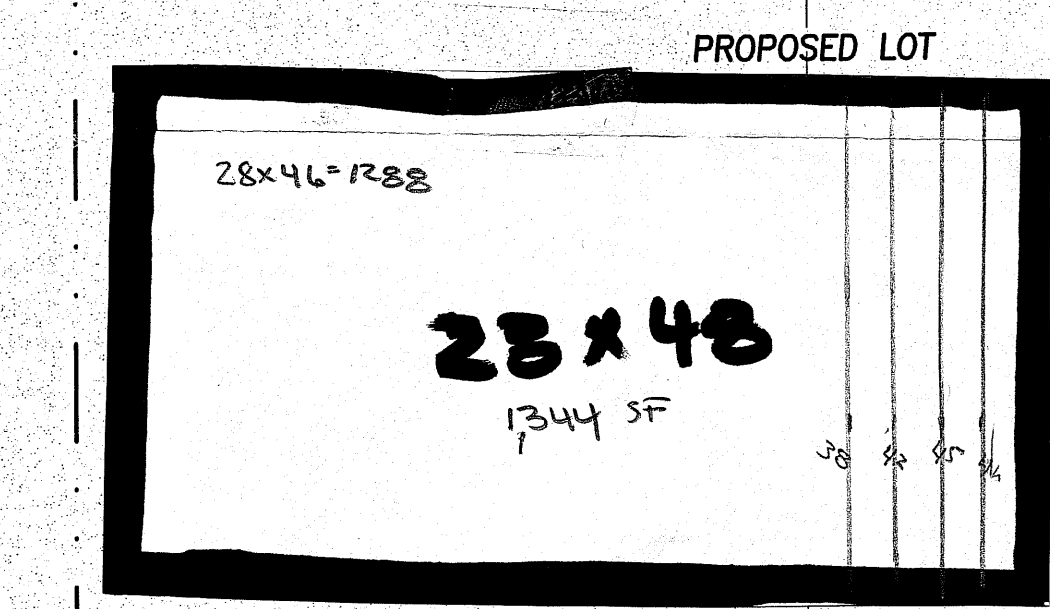
TAX MAP 212 BLOCK A LOT 25
N/F
CHRIST CHURCH OF PORTLAND

TAX MAP 212 BLOCK A LOT 52
N/F
JOHN W. & VALERIE WIPFLER
20410/136

TAX MAP 212 BLOCK A LOT 53
N/F
SHAWN & KATHERINE LOSIER
21117/276

TAX MAP 210 BLOCK A LOT 8 & 9
N/F
CENTENARY METHODIST CHURCH &
SALVATION ARMY
8018/272

TAX MAP 210 BLOCK A LOTS 14-16
N/F
BARBARA WILKINSON
4485/141



REMAINING LOT
AREA =
10,946± S.F.
0.25 ACRES

COBB AVENUE
PAVED - PUBLIC - 50' WIDE

ZONING:

ZONE R-2
MINIMUM LOT SIZE: 10,000 S.F.
MINIMUM FRONTAGE: 50 FT. (SEEKING VARIANCE)
SETBACKS: FRONT 25 FT., SIDE 12 FT., REAR 25 FT.

LEGEND

- CAPPED IRON ROD TO BE SET
- IRON PIPE OR ROD FOUND
- UTILITY POLE
- MANHOLE
- ⊗ ELECTRIC METER
- ⊗ WATER VALVE OR SHUTOFF
- OHW — OVERHEAD WIRES
- W — WATER LINE
- SS — SANITARY SEWER
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK AND PAGE
- (29) LOTS PER PLAN REFERENCE #1

PLAN REFERENCES

1. PLAN BY E.C. JORDAN & CO. DATED MAY 1923 FOR LILLIAN PARKER RECORDED IN PLAN BOOK 15 PAGE 33.
2. PLAN FOR DUNFEY PROPERTIES BY OWEN HASKELL, INC. DATED APRIL 10, 1987.
3. PLAN FOR COASTAL INDUSTRIES, INC. BY OWEN HASKELL, INC. DATED NOVEMBER 1989.
4. PLAN FOR CITY OF PORTLAND BY OWEN HASKELL, INC. DATED NOV. 20, 1990.
5. PLAN FROM PORTLAND WATER DISTRICT.
6. PLAN FROM CITY OF PORTLAND PUBLIC WORKS "AS-BUILT COBB AVENUE SEWER" NOV. 15, 1983.
7. SITE PLAN ON COBB AVENUE, PORTLAND, MAINE MADE FOR RECORD OWNER JONATHAN WARD MARCH 16, 2005 BY OWEN HASKELL, INC.
8. PROPERTY PLAN, HARROW FARM ESTATES, GARRISON STREET, PORTLAND, MAINE MADE FOR KELSAR CORPORATION AUGUST 25, 1986 BY TITCOMB ASSOCIATES, INC.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION.

GENERAL NOTES

1. OWNER OF RECORD: KATHERINE A. FOURNIER
TAX MAP 210 BLOCK A LOTS 10-13
C.C.R.D. BOOK 29540 PAGE 232
2. BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM NAD_83(2011) PER STATIC GPS OBSERVATIONS.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

4/26/16
DATE

RANDY R. LOUBIER, PLS NO. 2407
PROFESSIONAL LAND SURVEYOR

BOUNDARY SURVEY & LOT SPLIT

AT
101 COBB AVENUE, PORTLAND, MAINE
MADE FOR
MARK POIRIER
179 PLEASANT STREET, PORTLAND, MAINE

OWEN HASKELL, INC.
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By	RRL	Date	MARCH 30, 2016	Job No.	2016-037 P
Trace By	JLW	Scale	1" = 10'	Drwg. No.	1
Check By	RRL				
Book No.	1143				



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:

Heather Thompson / Mario Proia
NAME

Ten Pin LLC
BUSINESS NAME

9 Adam St. Peaks Island
BUSINESS ADDRESS

207-653-1392 heather@tjwhome.com
BUSINESS TELEPHONE & E-MAIL

Under contract to purchase property
APPLICANT'S RIGHT/TITLE/INTEREST

Retail and Personal Service
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

2 unit residential

Subject Property Information:

2 Island Ave, Peaks Island
PROPERTY ADDRESS

84-R-30
CHART/BLOCK/LOT (CBL)

Carolyn Parker
PROPERTY OWNER (If Different)

ADDRESS (If Different)

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 224

14-332

TYPE OF CONDITIONAL USE PROPOSED:

Mixed use 4 residential apartments, one office & storage
for residential construction company

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.

Heather Thompson / Mario Proia
SIGNATURE OF APPLICANT

11-14-16
DATE

Ten Pin LLC
9 Adams Street
Peaks Island, ME 04108
heather@tjwhome.com 207-653-1392

Zoning Board of Appeals
389 Congress St, Portland ME 04101

11-16-16

Memo Regarding Conditional Use Appeal Application: 2 Island Ave, Peaks Island

To Whom It May Concern:

This memo will describe how the proposed changes to 2 Island Ave meet the conditions for the Conditional Use Appeal.

Conditions:

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

We are proposing 4 residential apartments and one office with storage. Any traffic created by the inhabitants of the apartments and office will be consistent with traffic in the IR-2 zone and the I-B zone which includes the Inn on Peaks Island, the Lions Club (right next door), the Island House Restaurant (2 properties down Island Ave), the Ice Cream Shop, Peaks Café and Hannigan's Island Market. The proximity to the ferry greatly reduces the need for a vehicle for inhabitants of the apartments. The office will operate from 8 to 5, this is consistent with other businesses on the Island and will create very little vehicle traffic.

The proposed office/storage area does not need conditional use approval; it is allowed "by right" under Sec 14-223(b). In addition, additionally, the parking requirement is not part of the conditional use review and will be dealt with during the later permitting/subdivision phase.

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

The building is served by public sewer, and the apartments will confirm to City of Portland building code. There will be no excess noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter created by the operation of the office and or the residential apartments.

c. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading, deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses or other allowable uses in the zone.

There are no new proposed structures. All business-related activity will happen during business hours. Waste generation will be consistent with residential activity, office waste will be minimal (paper recycling, minimal trash). Any new signs will be minimal, unlighted. Materials will be stored within the building.

Sec. 14-224. Conditional uses.

The following uses are permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) of this article and any special provisions, standards or requirements specified below:

(a) Two-, three- or four-family dwelling, provided that:

1. No open outside stairways or fire escapes above ground floor shall be constructed or have been constructed in the immediately preceding five (5) years;

There is a permitted outside fire escape that serves the 2nd floor apartment in the front of the building. The fire escape was built in 2000.

2. A below-grade dwelling unit shall be permitted only if access is provided directly to the outside of the building;

The proposed grade level apartment sits at grade and has direct access to the outside.

3. Density shall be determined by the most restrictive abutting residential zone, except for those lots which are served by public water and sewer, where density shall be determined by the City of Portland Land Use Code of Ordinances Chapter 14 Sec. 14-224 Rev.1-18-2012 14-289 least restrictive abutting residential zone. If no residential zone is abutting, density shall be determined by the nearest residential zone. Residential uses shall meet the requirements of such abutting or nearest residential zone;

The abutting residential zone, IR-2, does not have a density requirement.

4. Any additions or exterior alterations shall be compatible with the original architecture of the building. The exterior design of new construction, including the architectural style, facade materials, roof pitch, building form, and height shall be compatible with neighboring properties;

There are no exterior alterations currently planned. Any future changes in cladding materials/windows/roof pitch/form/ height will be consistent with the residential buildings on Peaks Island (clapboards/gable end roof) and will meet current building and zoning requirements.

5. No existing dwelling unit shall be decreased to less than one thousand (1,000) square feet of floor area;

The 2 existing apartments will not be reduced from their current sizes.

6. No additional dwelling unit shall have less than six hundred (600) square feet of floor area, exclusive of common hallways and storage in basement and attic;

Both proposed units are larger than 600 sf.

7. All sanitary waste shall be disposed of by a public sewer, subsurface sewerage system or other method in compliance with all applicable federal, state and local regulations;

The building is served by public sewer and water.

8. The proposed conversion has sufficient water for the needs of the dwellings and will not cause an unreasonable burden on an existing water supply nor adversely affect groundwater resources;

The building is served by public sewer and water.

Additional Notes:

The proposed storage area #2 is meant to be storage for the adjacent apartment, it will not be rented separately from the apartment.

Thank you,



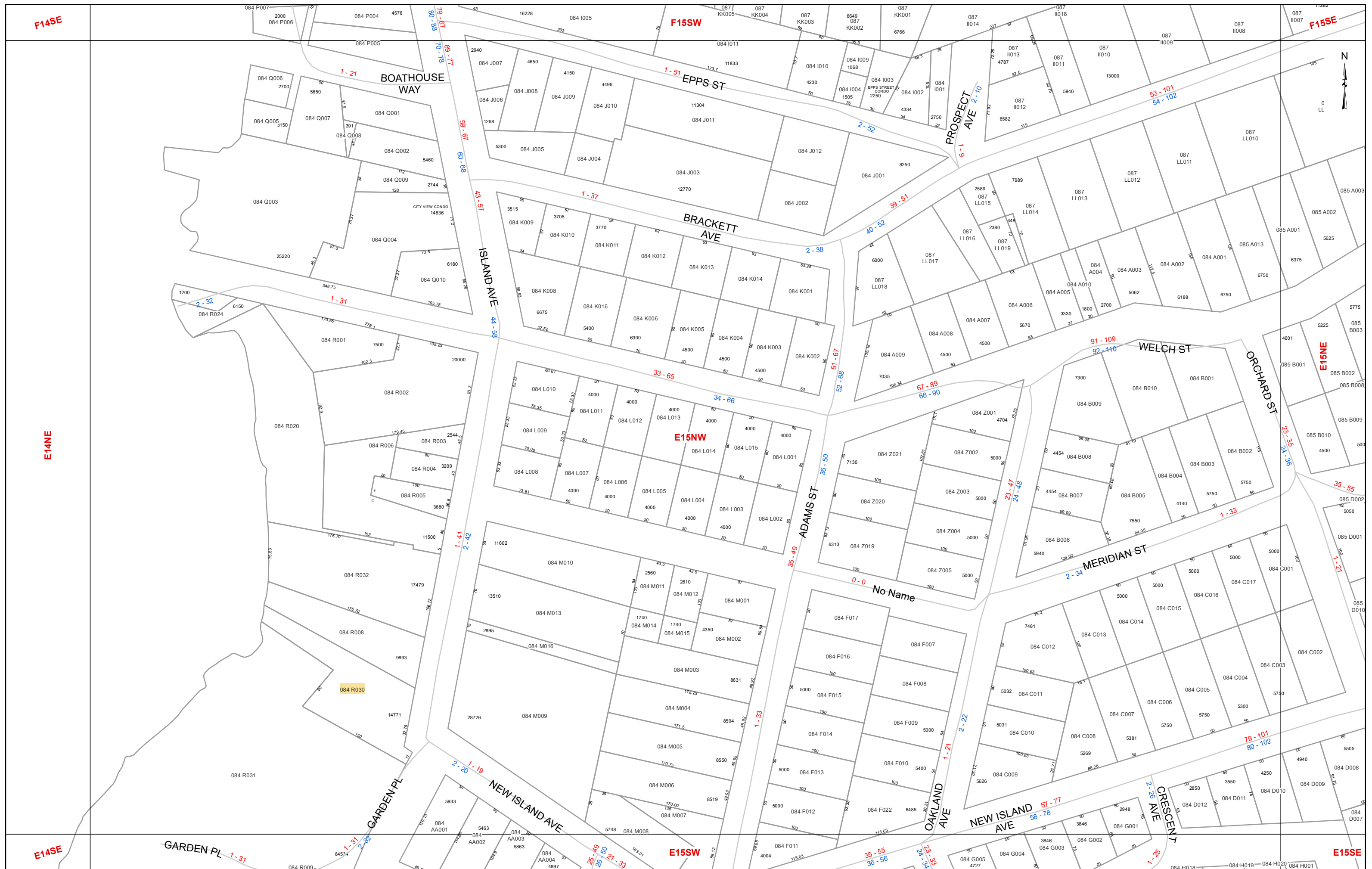
Heather Thompson

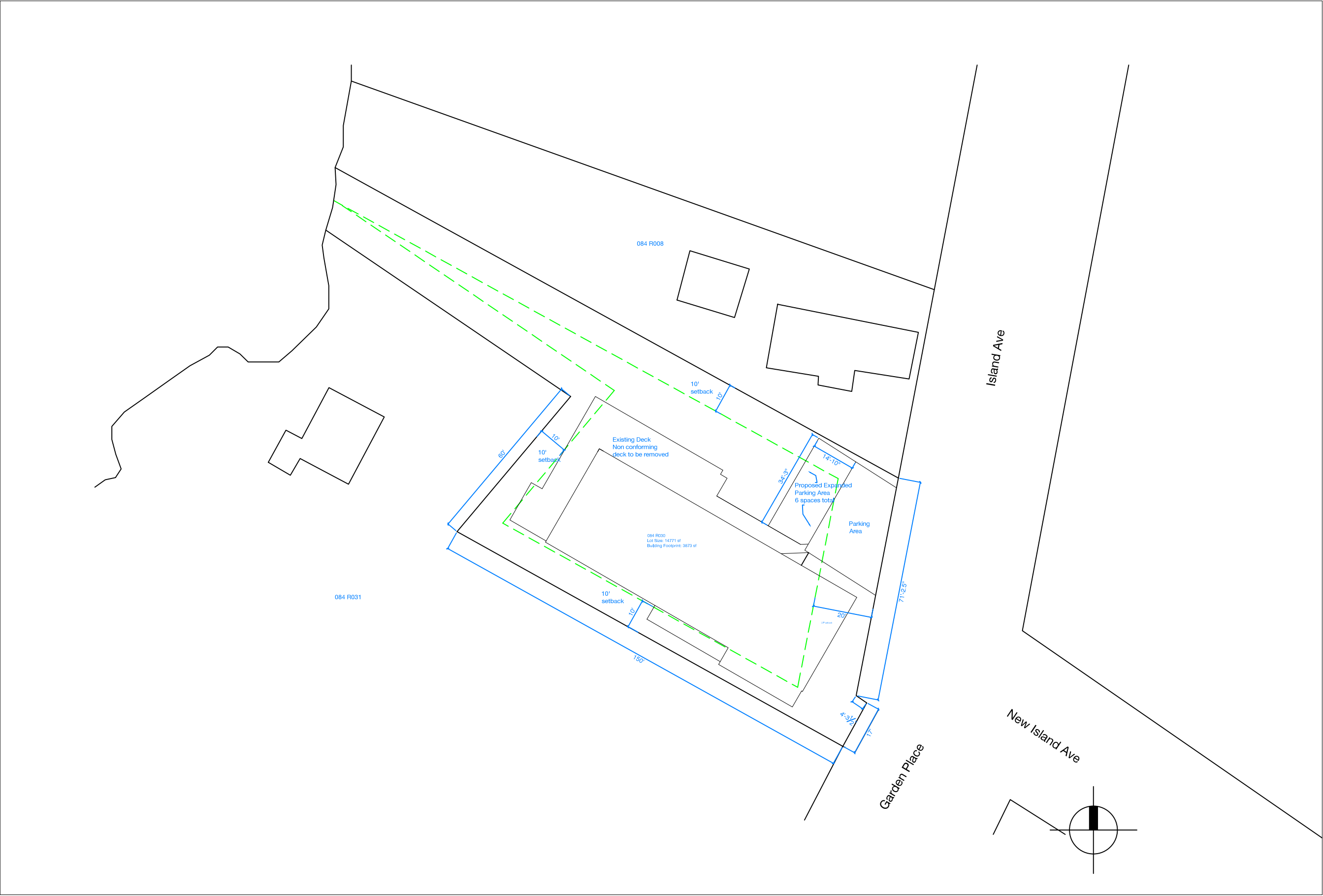
Member



Mario Proia

Member





DATE	REVISION	NOTES
11-13-2016		

A

Existing Basement

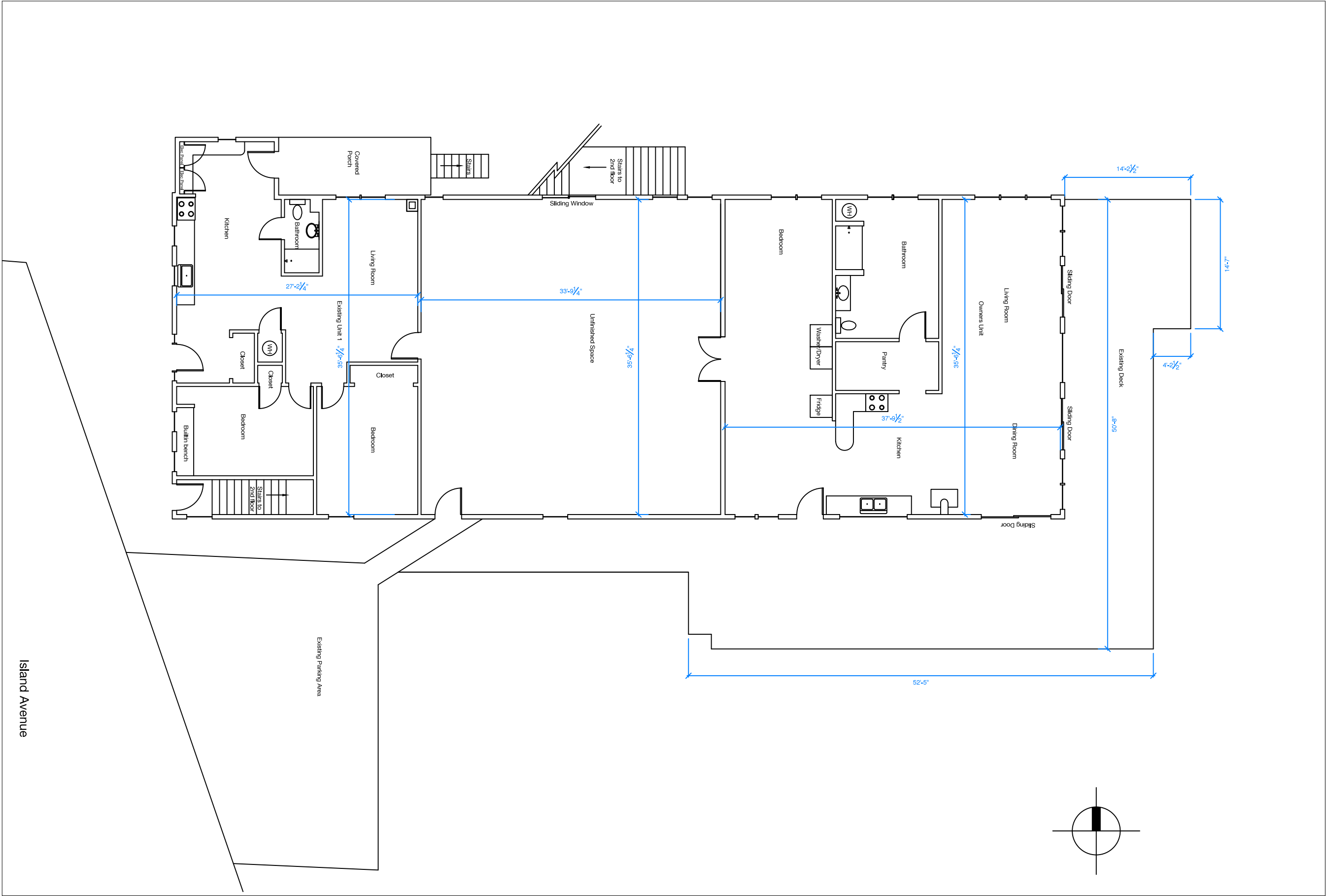


DATE	NOTES
11-13-2016	
REVISED	

3/32"=1'

A

Existing First Floor



3

Existing
First Floor

PROJECT

2 Island Ave.
Peaks Island, ME

NOTES

DATE
11-13-2016

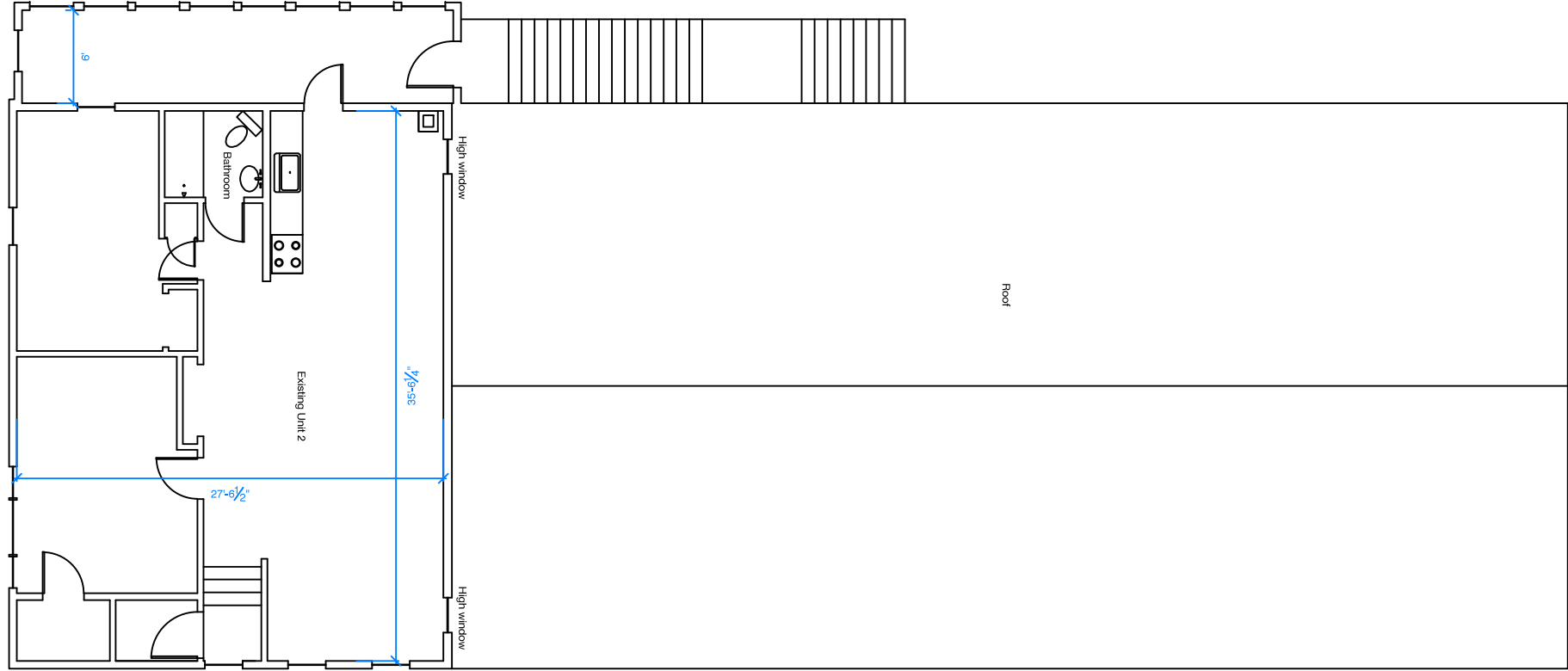
REVISED

3/32"=1'

Ten Pin LLC
9 Adams St
Peaks Island, ME 04108
207-653-1392
heather@tjwhome.com

A

Existing Second Floor



PROJECT

2 Island Ave.
Peaks Island, ME

4

Existing
Second Floor

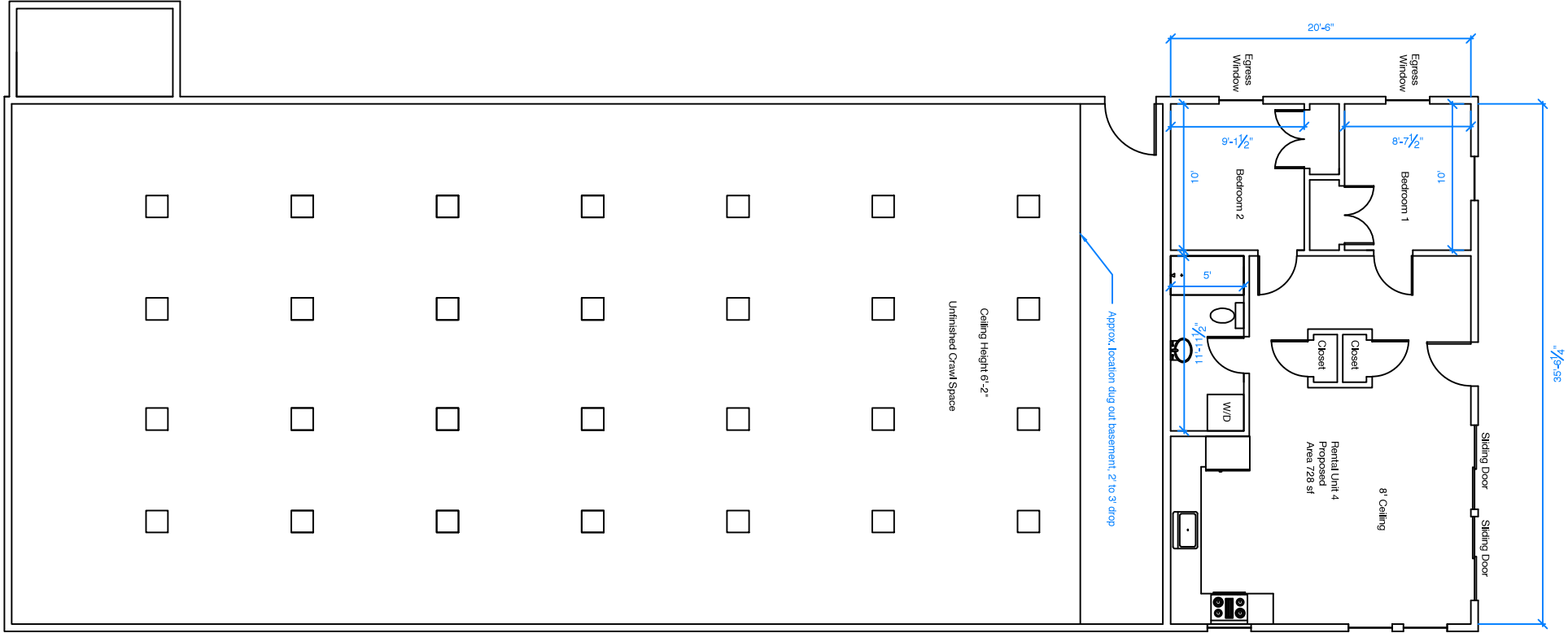
Ten Pin LLC
9 Adams St
Peaks Island, ME 04108
207-653-1392
heather@tjwhome.com

DATE	NOTES
11-13-2016	
REVISED	

3/32"=1'

A

Proposed Basement



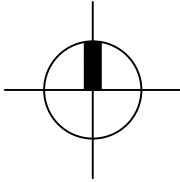
Ten Pin LLC
9 Adams St
Peaks Island, ME 04108
207-653-1392
heather@tjwhome.com

DATE	NOTES
11-13-2016	
REVISED	

3/32"=1'

PROJECT
2 Island Ave.
Peaks Island, ME

A



Proposed First Floor

2 Island Ave.
Peaks Island, ME

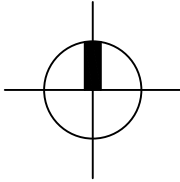
DATE
11-13-2016

REVISÉ

$$\underline{3/32'' = 1'}$$

Ten Pin LLC
9 Adams St
Peaks Island, ME 04108
207-653-1392
heather@tjwhome.com

A



	DATE	NOTES
	11-13-2016	
	REVISED	
		3/32" = 1'

2 Island Ave.
Peaks Island, ME

Ten Pin LLC
9 Adams St
Peaks Island, ME 04108
207-653-1392
heather@tjwhome.com

2 Island Avenue, Peaks Island Me, 04108



Front (street side)



Front (street side)



Right Side



Right Side

2 Island Avenue, Peaks Island Me, 04108



Back (water side)



Back (water side)



Left Side



Left Side

PURCHASE AND SALE AGREEMENT
("days" means business days unless otherwise noted, see paragraph 7.4)

Offer Date June 27 2016

Effective Date as defined in Paragraph 3.1 of this Agreement

Effective Date

1. PARTIES: This Agreement is made between Heather Thompson, Mario Pross

Carolyn T. Parker

("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 7.6 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 2 Island Ave., Peaks Island 04108 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6233, Page(s) 314.

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 n/a 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

4. PERSONAL PROPERTY: The following items of personal property as viewed on June 25, 2016 are included with the sale at no additional cost, in "as is" condition with no warranties: Hot Tub and all appliances on property owned by the seller

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$665,000.00 ~~766,000.00~~. Buyer ☒ has delivered; or ☐ will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ 2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000.00 will be delivered w/ 3 days of satisfac. #12. 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: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 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 22 September 30, 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 Marketble 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.

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Page 1 of 4 - P&S

Buyer(s) Initials HT

Seller(s) Initials CP

Port Island Realty, PO Box 7541 Portland, ME 04112
City Council

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www.ziplogix.com

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) Overdue Rent. 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 later 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 -15- days	n. Arsenic: Wood/Water (see paragraph 13)	☐	☒	Within n/a days
b. Sewage Disposal	☐	☒	Within n/a days	o. Pests	☐	☒	Within n/a days
c. Coastal shoreland septic	☐	☒	Within n/a days	p. Code Conformance	☒	☐	Within n/a days
d. Water Quality	☐	☒	Within n/a days	q. Insurance	☐	☒	Within n/a days
e. Water Quantity	☐	☒	Within n/a days	r. Environmental Scan	☐	☒	Within n/a days
f. Air Quality	☒	☐	Within -15- days	s. Lot size/acreage	☒	☐	Within n/a days
g. Square Footage	☐	☒	Within n/a days	t. Survey/MLI	☐	☒	Within n/a days
h. Pool	☐	☒	Within n/a days	u. Zoning	☐	☒	Within n/a days
i. Energy Audit	☐	☒	Within n/a days	v. Registered Farmland	☐	☒	Within n/a days
j. Chimney	☐	☒	Within n/a days	w. Habitat Review/Waterfowl	☐	☒	Within n/a days
k. Smoke/CO detectors	☒	☐	Within 15 days	x. Flood Plain	☒	☐	Within 15 days
l. Mold	☐	☒	Within n/a days	y. Tax Status*	☐	☒	Within n/a days
m. Lead Paint	☐	☒	Within n/a days	z. Other See Adda	☒	☐	Within -15- 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 mortgage loan price, at an interest rate not to exceed prevailing % and amortized over a period of 80.000 % of the purchase 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 -5- 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 \$ n/a 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:

R. Kirk Goodhue (004543) of Port Island Realty, Inc. (1403)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Michelle M. Cilea (017166) of Re/Max Heritage (1049)
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: _____

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

26. OTHER CONDITIONS: This contract is contingent upon the buyers being satisfied that the City of Portland says they will be able to have at least 3 residential units and 2 commercial uses on the property, this determination to be made within 15 days of the effective date and reported to the seller by then.

Revised 2016

Page 3 of 4 - P&S

Buyer(s) Initials

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Seller(s) Initials

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2 island ave offer

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 _____

BUYER
Heather Thompson

DATE

BUYER
Mario Proia

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 Carolyn T. Parker

DATE

SELLER

DATE

COUNTER-OFFER

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

- Purchase price ~~\$200,000~~ \$185,500.00 HT MR
- Closing date is 60 calendar days of notification date

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) Aug 1, 2016

(time) Five AM ☒ PM

SELLER

DATE

SELLER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER

DATE

BUYER

DATE

The closing date of this Agreement is extended until _____

EXTENSION

DATE

SELLER

DATE

SELLER

DATE

BUYER

DATE

BUYER

DATE



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2 island ave offer

BACK-UP ADDENDUM

To Agreement dated _____, between
and Carolyn Parker ("Seller")
and Heather Thompson & Marie Price ("Buyer")
for property located at 2 Island Ave, Portland, ME 04108

The Purchase and Sale Agreement is further subject to the following terms:

1. Buyer and Seller acknowledge that Seller's right to sell the above-referenced property is already subject to the terms and conditions of a purchase and sale agreement which is still in effect (the "Prior Agreement") and that this Agreement shall be a back-up agreement to the Prior Agreement. Seller's obligations under this Agreement are subject to the Prior Agreement becoming null and void. Seller closing on the sale of the property under the terms of the Prior Agreement shall terminate this Agreement and the earnest money deposit, if any, shall be returned to Buyer.
2. Seller shall notify Buyer in the event that the Prior Agreement becomes null and void which will eliminate the back-up nature of this Agreement and the date of notification shall be the Notification Date. Notwithstanding anything to the contrary in this Agreement, all time periods and deadlines for performance set forth in this Agreement, including the obligation to deliver any earnest money deposit, shall run from the Notification Date rather than the Effective Date.
3. At any time prior to the Notification Date, Buyer may terminate this Agreement by written notice to Seller. If Buyer elects to terminate, all rights and obligations of Buyer and Seller hereunder will terminate and the earnest money deposit, if any, shall be returned to Buyer.
4. Seller reserves the right to extend, amend or otherwise modify the terms and conditions of the Prior Agreement in Seller's sole discretion without notice to Buyer and without affecting the terms and conditions of this Agreement.
5. Buyer acknowledges that Buyer is in back-up position number 1. Seller agrees to process back-up agreements in the order they were accepted.

Heather Thompson 7-31-16
Buyer Date

Carolyn T. Parker July 30, 2016
Seller Date
Carolyn Parker

Marie Price 7/31/16
Buyer Date

Seller Date

NOTICE TO BUYER

Seller hereby notifies Buyer that the Prior Agreement has become null and void and the back-up status of the Agreement between Seller and Buyer is now eliminated.

Seller
Carolyn Parker Date

Seller

Date

WITHDRAWAL NOTICE TO SELLER

Buyer hereby declares the Agreement null and void. The earnest money, if any, shall be returned to Buyer.

Buyer

Date

Buyer

Date



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RE/MAX Heritage, 765 Route One Yarmouth, ME 04096
Phone: (207) 846-4300

Fax:

Michelle C'leu

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Carolyn Parker

PURCHASE AND SALE AGREEMENT

"days" means business days unless otherwise noted, see paragraph 2.1.

Offer Date June 27 2016

Effective Date is defined in Paragraph 3.3 of the Agreement

Effective Date

1. PARTIES. This Agreement is made between Heather Thompson, Marie Prall,

Carolyn T. Parker

("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. 2.6 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 215 and Ave., Peaks Island 04108 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6223, Page(s) 314

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 n/a 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

4. PERSONAL PROPERTY: The following items of personal property as viewed on June 25, 2016 are included with the sale at no additional cost, in "as is" condition with no warranties: Hot Tub and all appliances on property owned by the seller

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$665,000.00 ~~2,500.00~~. Buyer ☒ has delivered; or ☐ will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount of \$2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$5,000.00 will be delivered w/ 3 days of satisfac. #12. 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: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 30, 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 Sept. 30, 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 Marketble 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.

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Page 1 of 4 - P&S

Buyer(s) Initials HT

Seller(s) Initials MP

Port Island Realty, P.O. Box 7341 Portland, ME 04112

Not a Contract

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www.zipforms.com



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

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information:

NAME Jamie Howard and Jennifer Graham

BUSINESS NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE & E-MAIL _____

APPLICANT'S RIGHT/TITLE/INTEREST _____

Co-Owners

CURRENT ZONING DESIGNATION _____

R-3

EXISTING USE OF THE PROPERTY: _____

Subject Property Information:

PROPERTY ADDRESS _____

20 Orland St. Portland, ME 04103

CHART/BLOCK/LOT (CBL) _____

119 C010020

PROPERTY OWNER (If Different) _____

ADDRESS (If Different) _____

PHONE # AND E-MAIL _____

207-730-8784/207-329-5426 berniecoop@hotmail.com/
jennifergraham28@gmail.com

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 88(a)(2)

There are 2 residential condominium units on this property. It is a house built in 1907 as a duplex. 20 Orland St has 5+bedrooms and 22 Orland St has 5 bedrooms. The 20 Orland Street's 3rd floor is not currently a legal accessory unit and has no kitchenette. It is just part of the 2400 sf house and it contains 2 bedrooms, a 3/4 bathroom, 2 closets, access to the upper attic, and storage space.

TYPE OF CONDITIONAL USE PROPOSED:

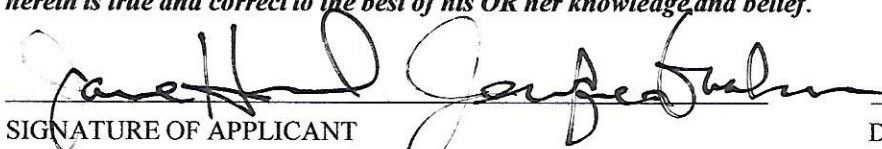
We are seeking to utilize a bedroom and it's closet to create a small kitchen and to formally make this space an auxilliary unit for independent living space for aging parents or adult children.

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. *The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and*
2. *The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and*
3. *The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.*

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

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


SIGNATURE OF APPLICANT

DATE

11/14/16 11-14-16

Jamie Howard and Jennifer Graham
20 Orland St
Portland, ME 04104
207-730-8784 or 207-329-5426
berniecoop@hotmail.com

Dear Zoning Board of Appeals,

Thank you for your time in reviewing this application. We are writing to request your permission to make an adjustment to our 3rd Floor living space in the hopes of officially making the space a legal accessory unit (a.k.a. in-law apartment). We currently have enough space to have an additional, aging family member live with us, enable our teenage son remain in our home while he attends college, or have our children's caregiver live in our home. Hence, we are seeking to create a space for another generation or extended family to live within our home, yet have independent living space for privacy and independence.

We believe this would meet the standard listed in Sec 14-88(a)(2) due to the following:

1. **Accessory Dwelling Unit must not be more than 30% of gross sf.** -This auxiliary unit would be 22% (538sf of 2,400sf) of our home's useable living space. We would only be repurposing a bedroom into a kitchen area and open a closet to make room for a kitchenette unit.
2. **Accessory Dwelling Unit must have no outside stairs or fire escapes above the ground**-There are no open outside stairways or fire escapes, but there is a second, back staircase that could be used for semi-private entry to the unit.
3. **The lot size of the property must be at least 6,500sf.** – The lot size that the property sits on is approximately 6,805sf.
4. **No dwelling shall be reduced in size to less than 1,000sf.** –20 Orland St will be reduced only to 1,862 with accessory unit square footage is removed.
5. **Adequate parking must be provided:** There are currently 3 off-street parking spaces available and only 2 are used.
6. **Architectural Style must be maintained**-The changes requested won't change the outside appearance of the house in any way. The internal structure of the house was renovated in the 1980's and an additional kitchenette is not uncommon in this period's design.
7. **Parking areas should be screened**-There are barriers (one tall wall and one landscaped mound on each side of the driveway and 1 parking spot is in the garage. Our parking areas follows the norm of any other house on our street and have never received any complaints from anyone.
8. **The house must be occupied by the owners**-We, the owners, currently occupy the home would continue to do so while the unit is occupied.

We also believe that we meet the standards of conditional use because of the following:

9. **No substantial increase in vehicle volume or traffic**-We are only seeking to modify the existing space to possibly accommodate 1 additional person in our home. Further, one owner currently works from home and any additional person added would only possibly add one additional car to traffic. Optionally, any or all of us can utilize the bus system on Brighton Ave next to our home as well as the new proposed Byway that is supposed to go through Orland St.
10. **No substantial creation of noise, light, litter, etc.**-Because we also would not wish to live in a noisy or littered home, we wouldn't tolerate any such things to occur. Further, we have never had any complaints since occupying 20 Orland St.
11. **No substantial negative effect on neighbors** – We don't believe that there will be any negative impact on any of our neighbors, no matter how close in proximity. We actually believe this could have a positive impact on our direct neighbors because it may be helpful for them to pursue similar action on their partially finished 3rd floor. They are retired seniors and may benefit greatly from in-home care providers as they are age and are unable to complete household tasks.

I have included the requested documents with this letter. Thank you for your time and consideration.

Jamie Howard and Jennifer Graham

Warranty Deed - Ownership

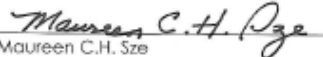
Doc#: 15875 Bk:30482 Pg: 189

WARRANTY DEED Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, That **Maureen C.H. Sze** of Scarborough, County of Cumberland and State of Maine, for consideration paid, grants to **Jennifer L. Graham and Jamie L. Howard** whose mailing address is 4 Ward Street, Scarborough, Maine 04074 with **WARRANTY COVENANTS**, as joint tenants, the real property situated in Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
March 18, 2013.

Witness



Maureen C.H. Sze

State of Maine
County of Cumberland

March 18, 2013

Personally appeared before me the above named Maureen C.H. Sze and acknowledged the foregoing instrument to be her free act and deed.


Jeffrey B. Herbert
Attorney at Law

Doc#: 15875 Bk:30482 Pg: 190

Exhibit A

Certain real property situated in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Being Unit 20 of Orland Street Condominium, as created under a certain Declaration of Condominium dated September 24, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13340, Page 112.

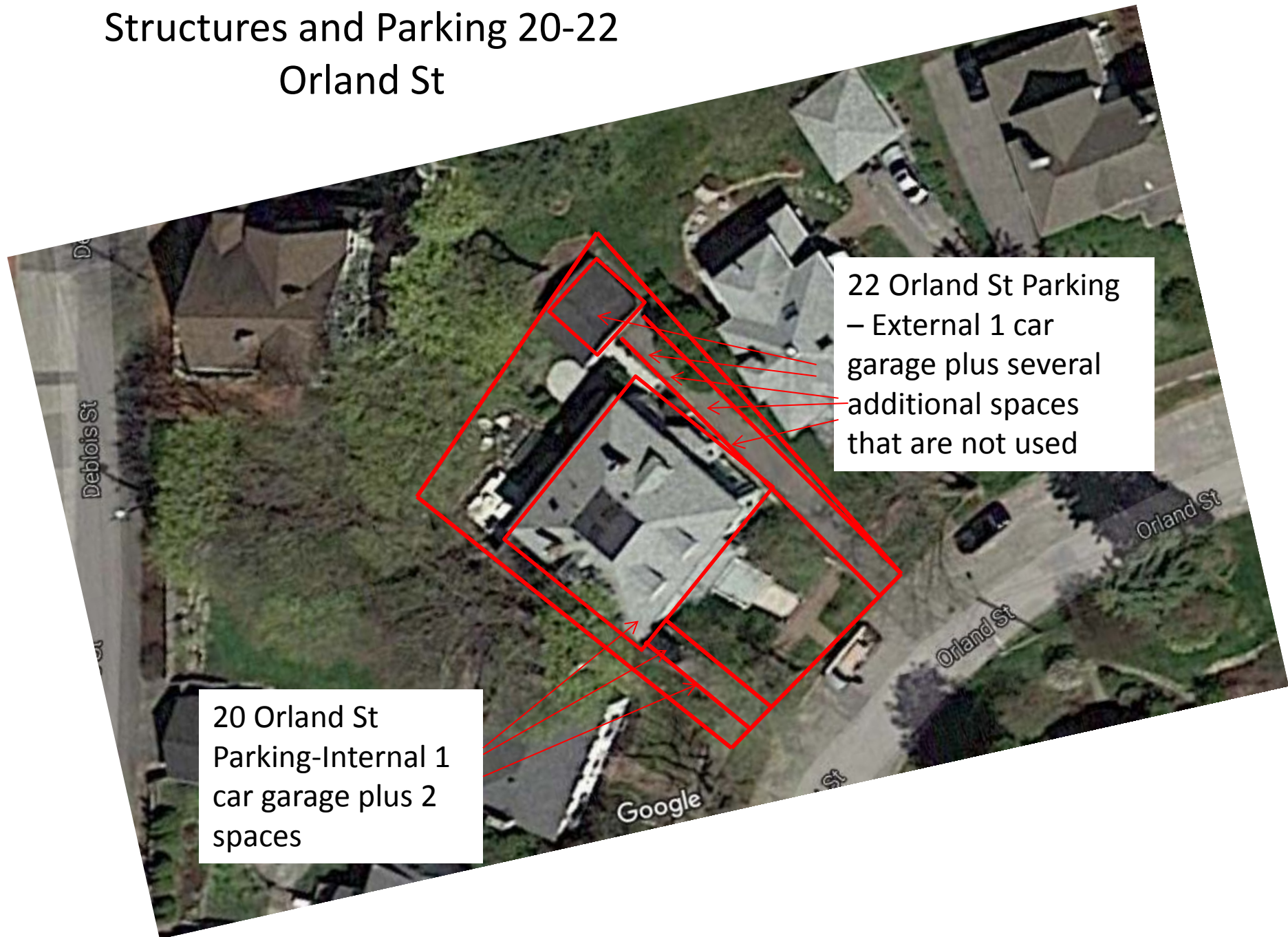
Subject to and with the benefit of the terms, provisions, and easements set forth and referred to in the Maine Condominium Act and Declaration, including without limitation, the Plat, Plan, and the Bylaws of the Orland Street Condominium Association.

Meaning and intending to convey and hereby conveying the same premises as set forth in deed from Dowd Properties, LLC to Maureen Sze Savadove dated January 15, 1998 and recorded in the Cumberland County Registry of Deeds in Book 13553, Page 222. Reference is also made to an Abstract of Divorce Decree between Maureen S. Savadove and Robert F. Savadove dated January 5, 1999 and recorded in Book 14455, Page 225, awarding property solely to Maureen S. Savadove n/k/a Maureen C.H. Savadove.

Received
Recorded Register of Deeds
Mar 20 2013 01:59:07P
Cumberland County
Pamela E. Lavley

MAINE REAL ESTATE TAX PAID

Structures and Parking 20-22 Orland St

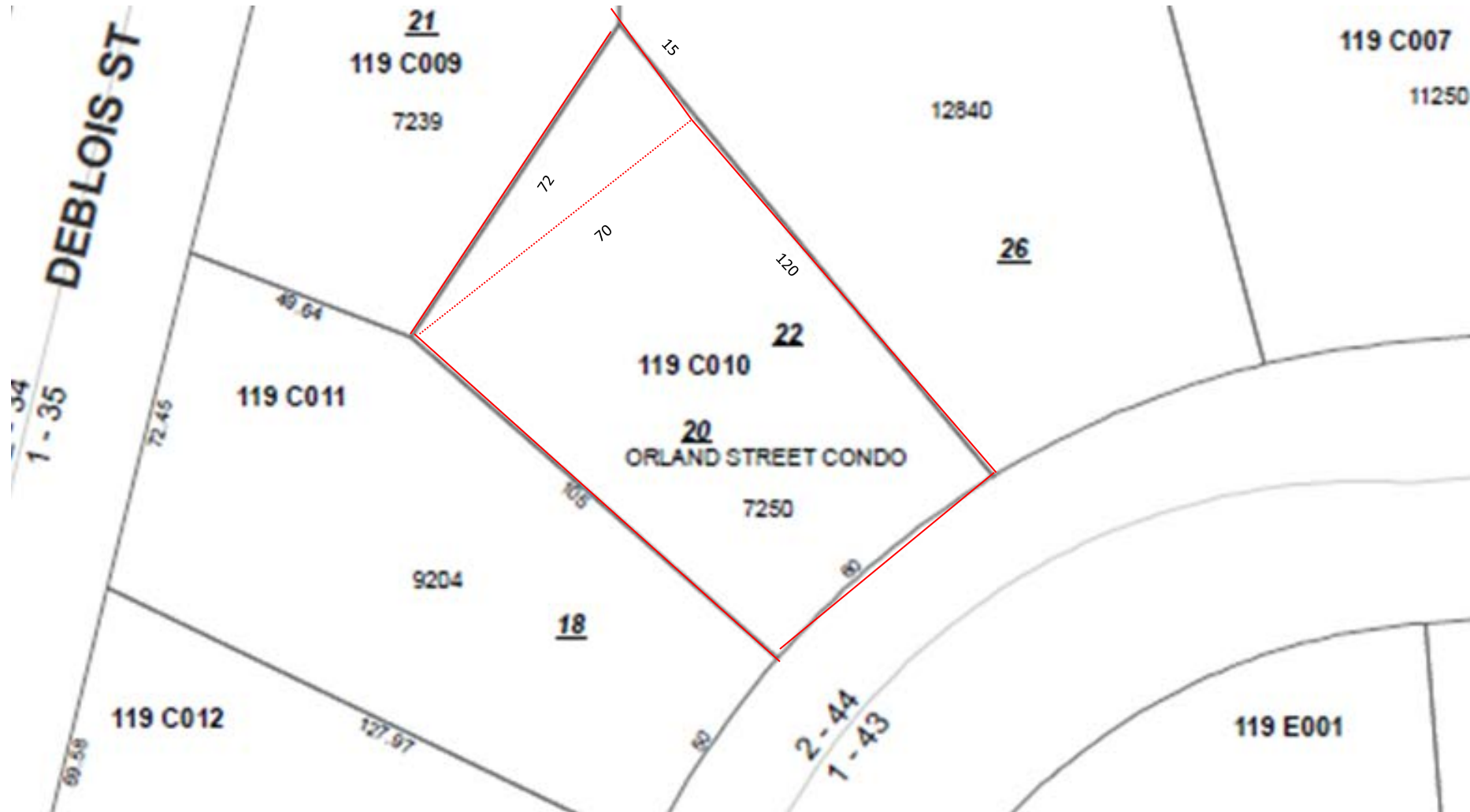


22 Orland St Parking
– External 1 car
garage plus several
additional spaces
that are not used

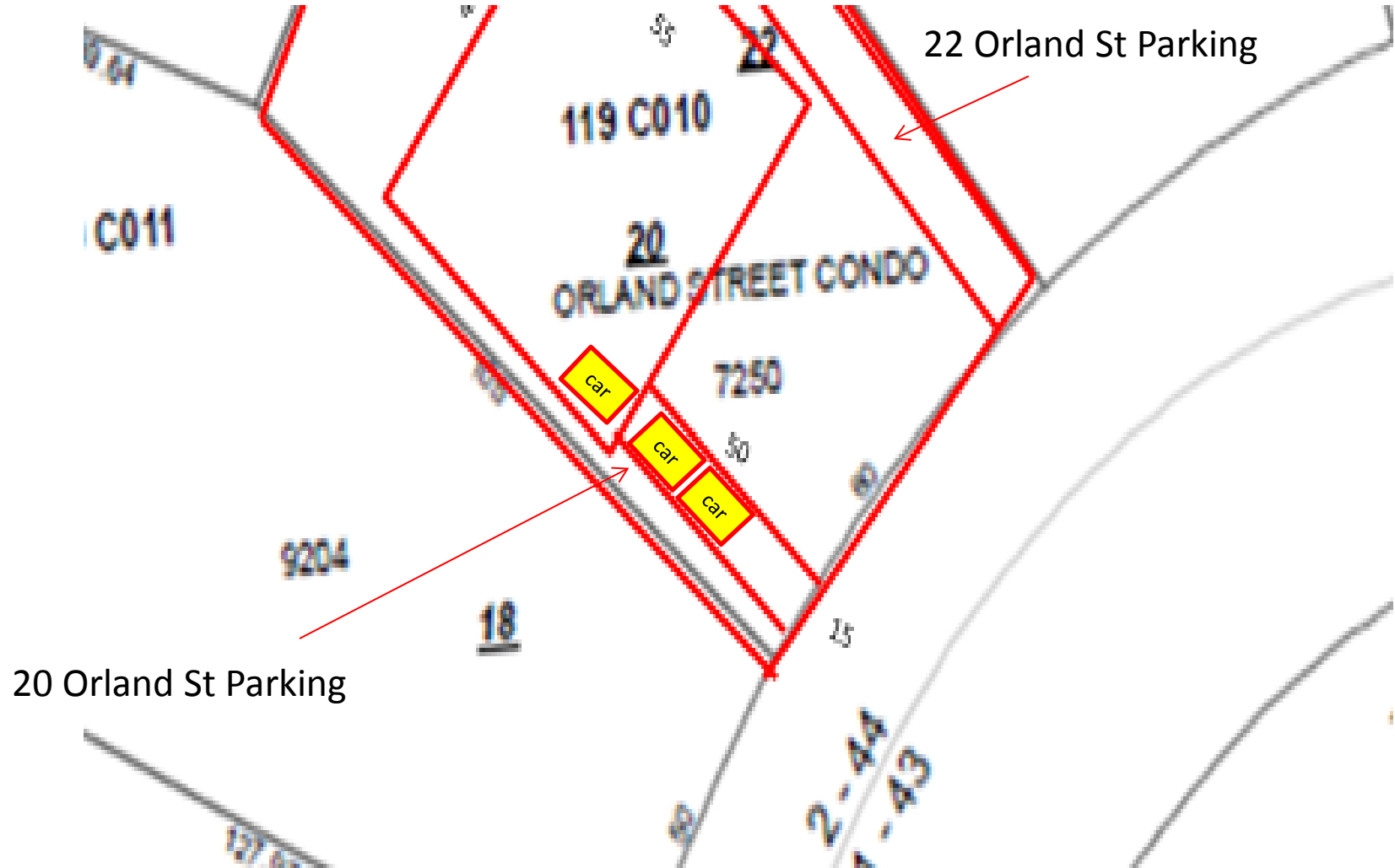
20 Orland St
Parking-Internal 1
car garage plus 2
spaces

Land Plot 20-22 Orland

6,805sf (6,300sf+5,25sf)



Structures and Parking 20-22 Orland St

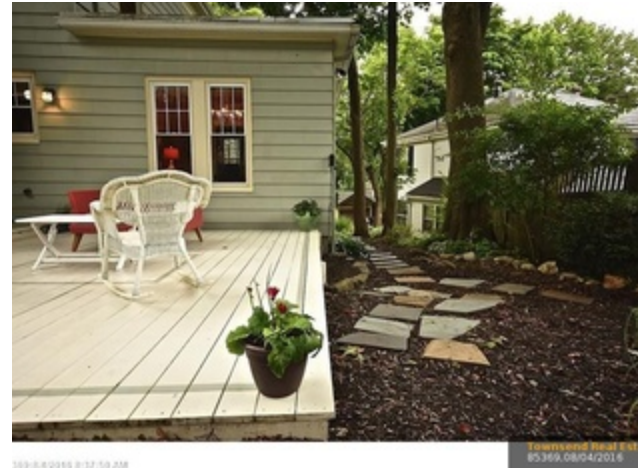


Parking – 3 spaces, 1 internal garage (28X15), 2 external (50x14)-not blocking sidewalk

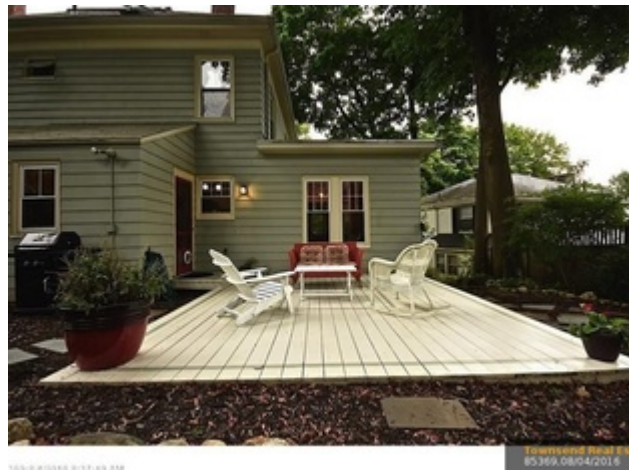
20 Orland - Exterior



Front, Driveway, Garage



Side entrance to back yard



Back deck

20 Orland - Stairs



Back stairs
to second floor



Front entry stairs to
second floor

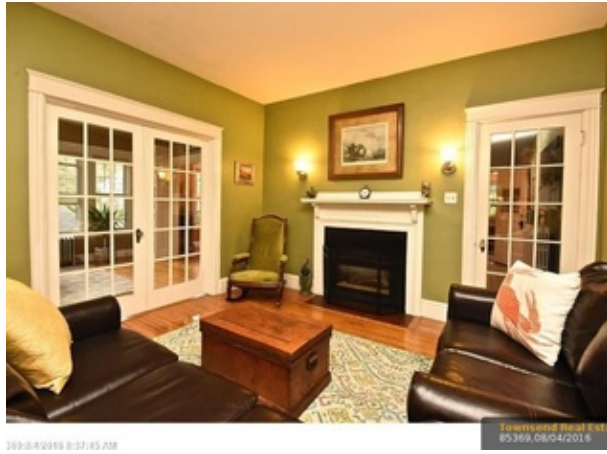


Entry to stairs to 3rd
Floor

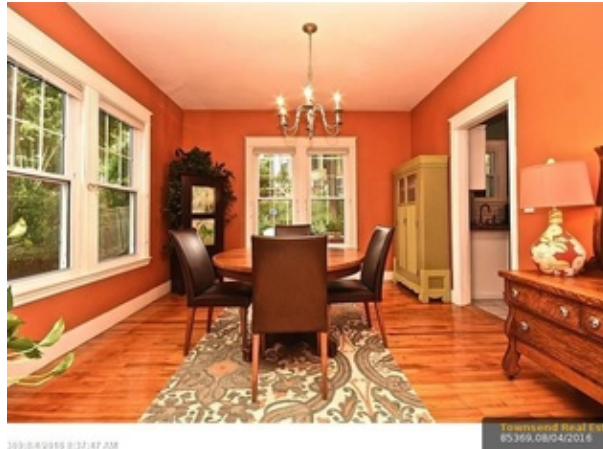


3rd Floor Stairs

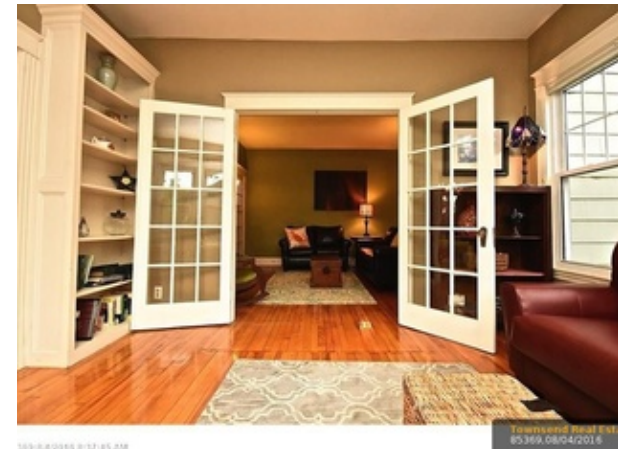
20 Orland-First Floor



Living room 1



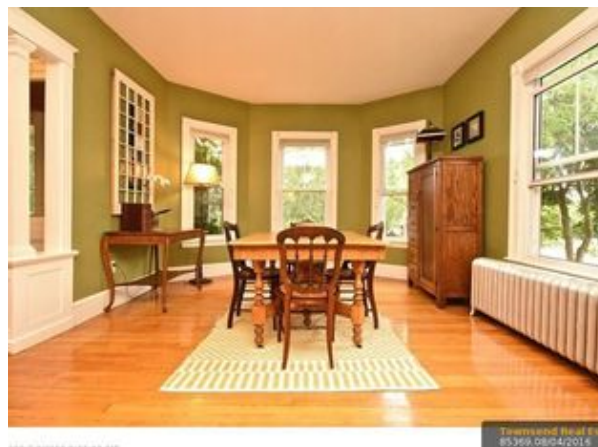
Dining Room 1



Living room 2



Kitchen

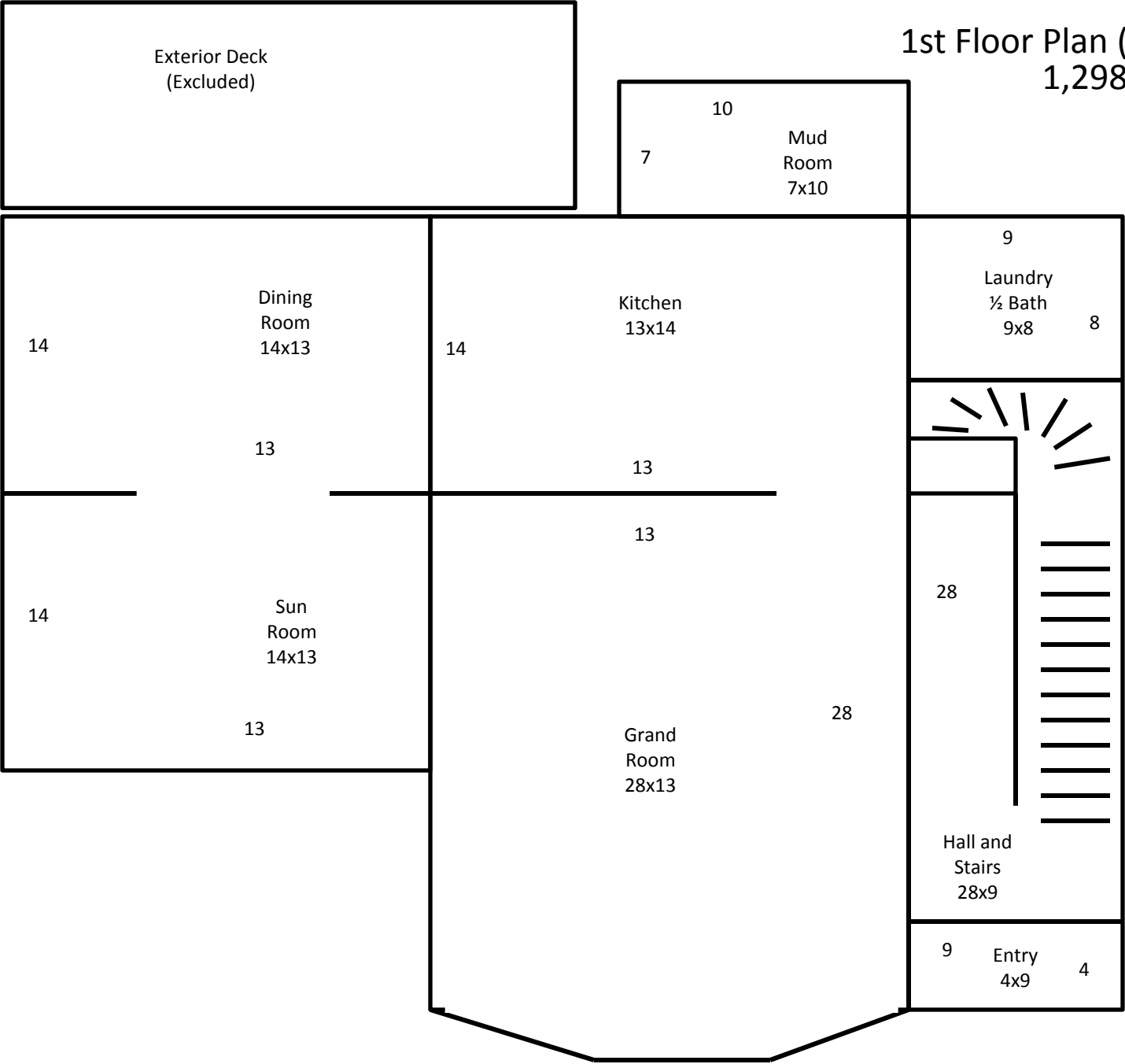


Dining Room 2



½ bath and laundry

1st Floor Plan (no changes)
1,298 SF



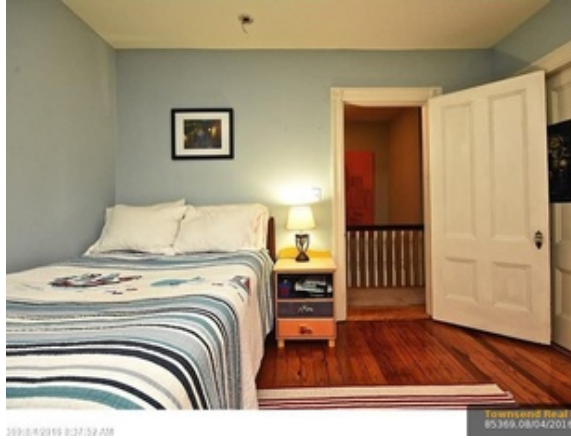
1st Floor Measurement Details and Summary (sf)

Mud Room	7x10	70
Kitchen	12x14	168
Dining Room	12x14	168
Sun Room	12x14	168
Entry	9x4	36
Grand Room	28x13	364
Hallway/Stairs/Landing	28x9	252
Laundry 1/2 Bath	8x9	72
		Total: 1,298 sf

20 Orland- Second Floor



Bedroom 1



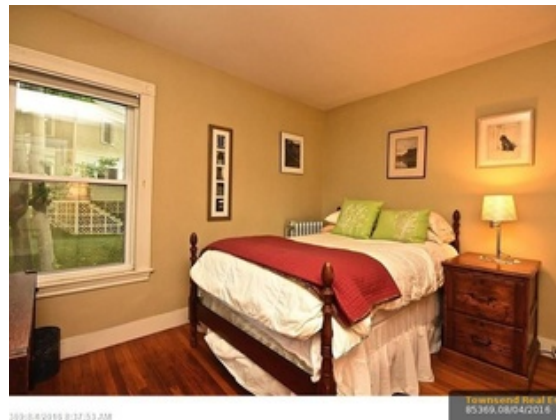
Bedroom 2



Bedroom 3



Full Bath

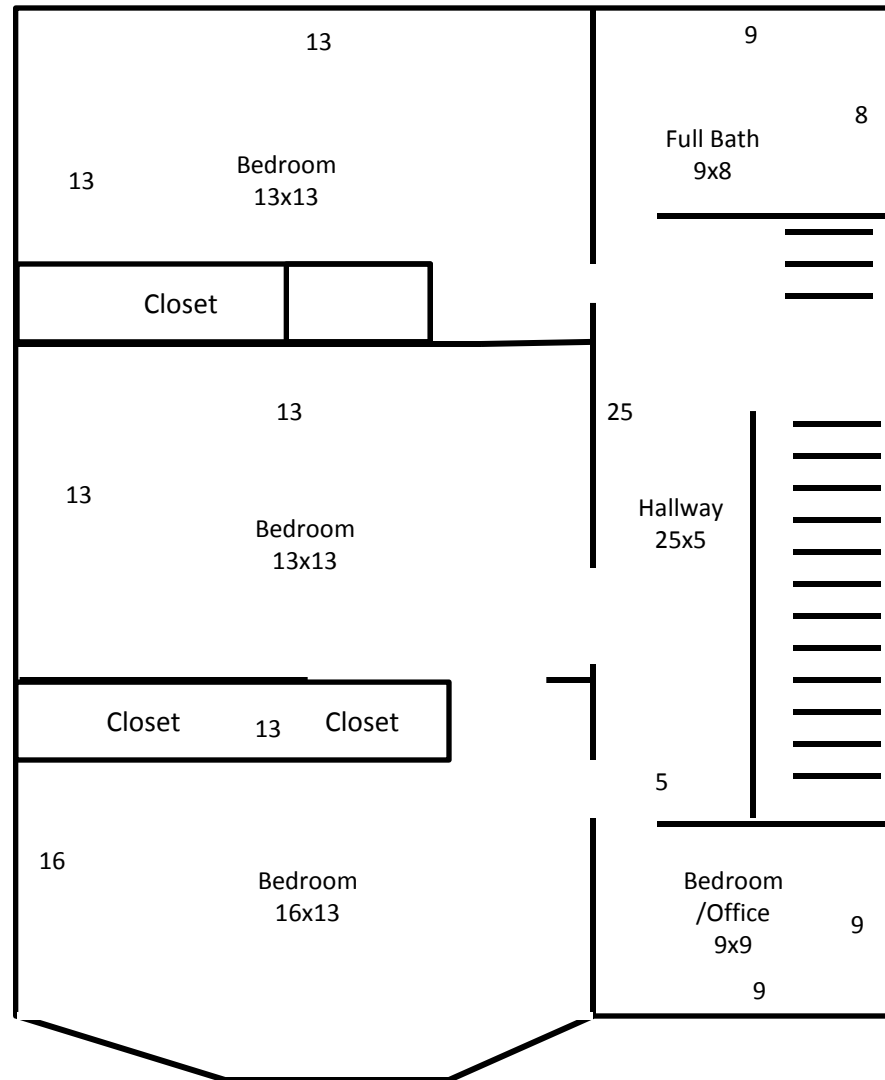


Bedroom 4



Hallway

2nd Floor Plan 824 sf (no changes)



2nd Floor Measurement Details and Summary (sf)

Bedroom	13x13	169
Bedroom	13x13	169
Bedroom	16x13	208
Bedroom/Office	9x9	81
Bath	9x8	72
Hallway	25x5	125
		Total: 824 sf

20 Orland- Third Floor

Room where
kitchenette added.



3rd Floor bedroom

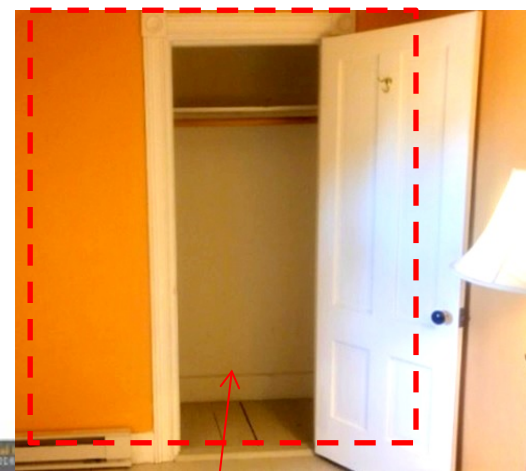


3rd floor ¾ bath
room-Closet behind
this bathroom wall.

Storage

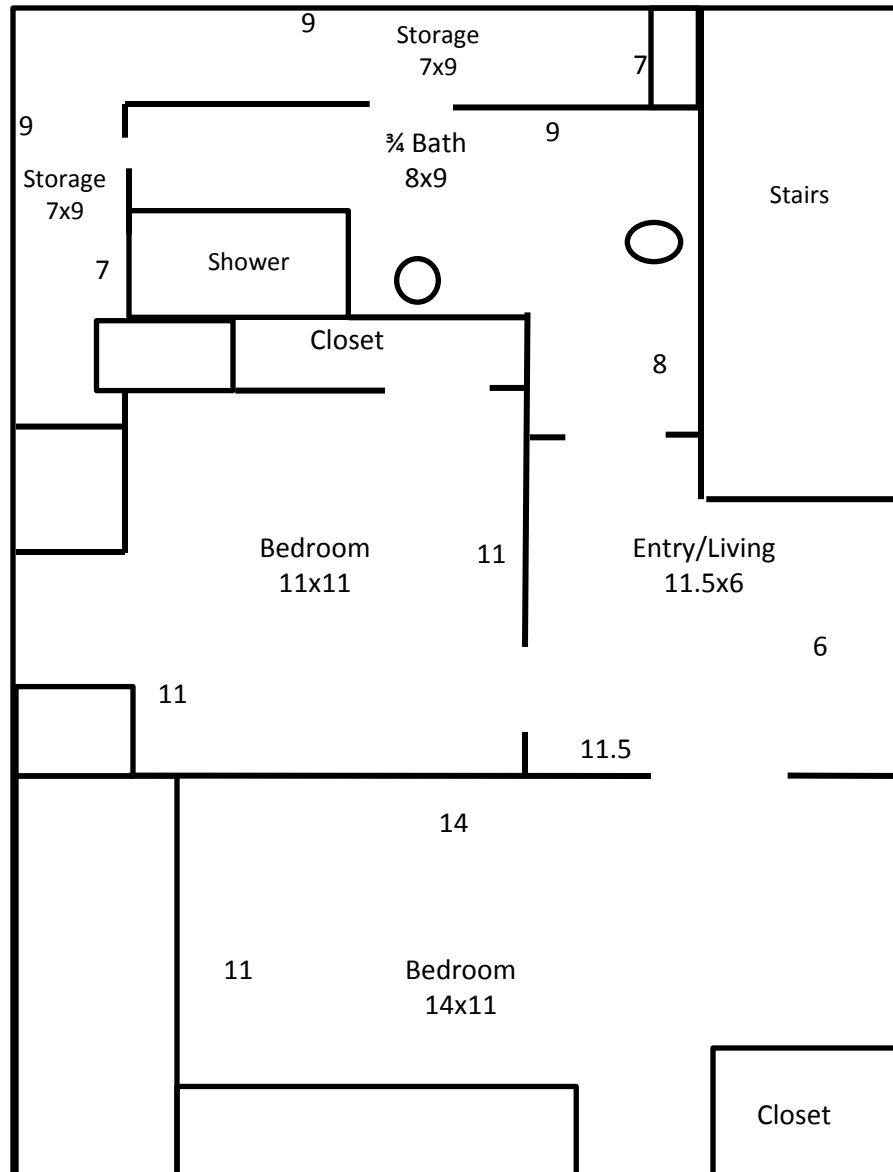


Closet behind next to
this wall.



Closet turned into kitchenette with sink,
stove and refrigerator.

3rd Floor Plan 538 sf



Closet

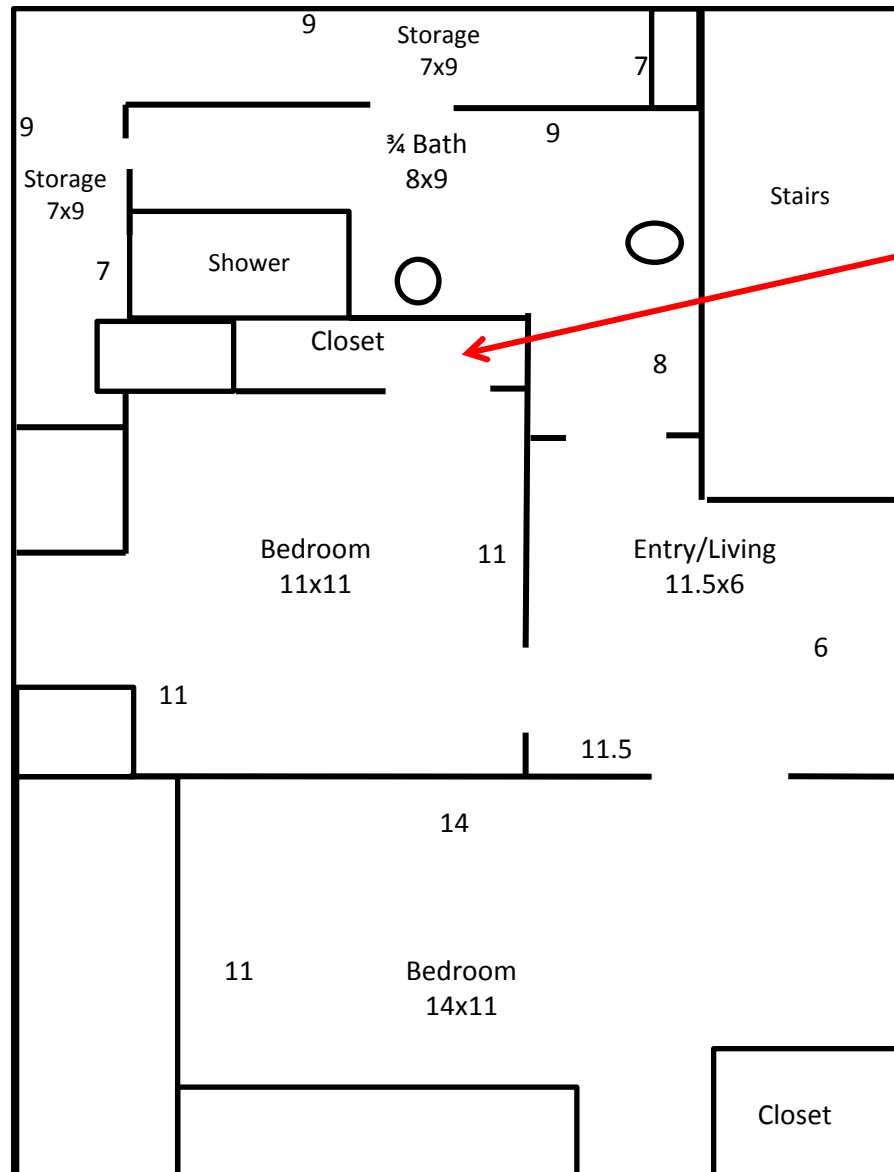
3rd Measurement Details and Summary Current and Proposed (sf)

Bedroom	11x14	168
Entry/Living	6x11.5	66
Dining/Living/Kitchenette	11x11	121
Bathroom	8x9	72
Storage	6x9	56
Storage	6x9	56
		Total: 539 sf

Accessory Unit Percentage of Total Analysis (% of sf)

1 st Floor	1,298 sf
2 nd Floor	824 sf
3 rd Floor	539 sf
20 Orland St. SF	2,650 sf
	Percentage of Total: 20%

3rd Floor Plan (current)



Request is to open up this closet wall where there is an existing door and add a kitchenette unit, hence, creating a kitchen and living area for a legal Accessory Unit. The space is not an addition, but only repurpose a closet into an area for a kitchenette.

20 Orland- Third Floor Changes

- *Remove wall of closet and closet door, finish out the opening.
- *Add hot and cold water plumbing for a kitchen sink.
- *Add any electrical plugs needed for a small stove and refrigerator, possibly an all in one kitchenette appliance (see below).



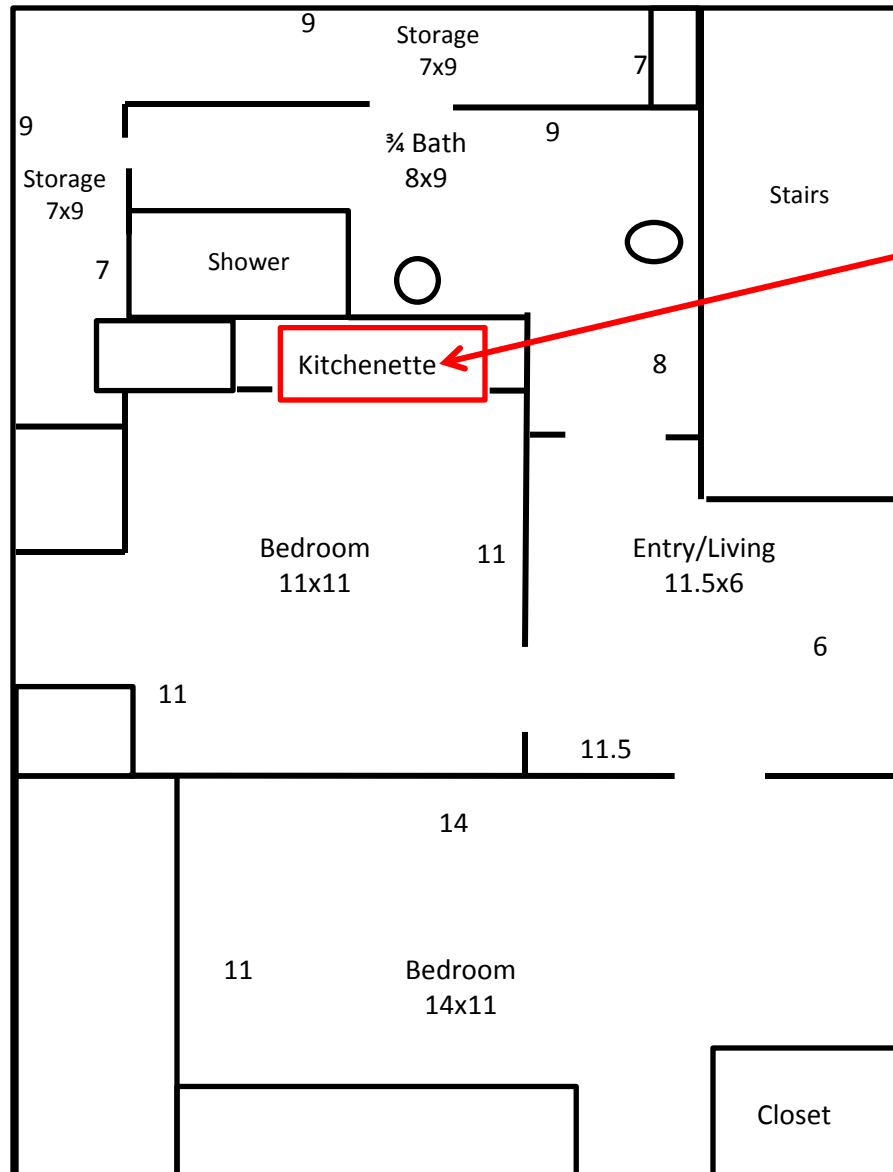
Model: C48EL

Summit
48 Inch Combo Kitchen

- Comes fully assembled
- Includes sink, 2-burner stove, refrigerator/freezer combo, and storage
- One-piece stainless steel counter top is easy to clean and maintain
- Weight: 280 lbs
- Dimensions: 40" H x 47.25" W x 24" D

- *Add cabinetry for additional kitchen storage.

3rd Floor Plan (current)



20 Orland- Closet



5ftx2ft Closet requested turned into
kitchenette with sink, stove and refrigerator.