July 17, 2015

To: City of Portland Zoning Board of Appeals Referencing: 314 Stevens Ave., Portland, ME 04103

From: Timothy C. Ingraham

91 Vesper St., Apt 2, Portland, ME 04101

Dear Zoning Board of Appeals,

Regarding the property 314 Stevens Ave., Portland, ME 04101; my wife, Jessica Meeks and I are currently under contract to purchase this property. With approval from the current owners, see enclosed, we are proceeding with a Conditional Use Appeal Application to obtain a Certificate of Occupancy for the existing apartment within the home to be treated as an "accessory dwelling unit" as listed within 14-118.a.5.a-f of the City of Portland Code of Ordinances. No alterations are being made to the existing floor plan/footprint, only upgrades to appliances and paint are to be made.

The apartment meets the square footage minimums (401 ft2 = 20% of gross ft2). The lot size is 4,556 ft2 which is between the allowable 4,000-6,000 ft2 parameters, and as the purchasers of the home we, Timothy Ingraham and Jessica Meeks, will be residing in the primary house. Parking for the accessory unit will be provided within the driveway of the home (see photo attached). The accessory unit meets all remaining parameter listed within e and f (i. and ii.)

Regarding the Standards as listed on the Conditional Use Appeal Application:

- 1. The traffic volume & type increase, and number of parking spaces would not increase beyond normal living standards due to this unit being rented out as driveway parking would be allowed of the prospective tenant and included within the lease agreement.
- 2. The proposed accessory unit would not create unsanitary or harmful conditions as that would go against our contractual lease agreement with whomever were living in this unit (1 tenant maximum). We will maintain a pleasant and clean property.
- 3. The intending use of the existing accessory unit is as a residential rental for a single person. All waste generation will be handled by existing systems and town trash/recycling collection. The tenant will have adequate storage within the accessory unit and a section of the basement directly underneath their apartment.

7/17/15

Thank you for your consideration, and please contact me with any questions.

Sincerely,

Timothy C. Ingraham (207)272-0272 Tim.ingraham@gmail.com

Enclosed: Conditional Use Appeal Application, Plot Plan, Floor Plan, Tax Map Copy (2 versions = 1 zoomed in), Property Photos, Purchase & Sales Contract, Property Owner Letter giving permission

## Portland, Maine



# Yes. Life's good here.

Jeff Levine, AICP, Director Planning & Urban Development Department Ann Machado Zoning Administrator

# CITY OF PORTLAND ZONING BOARD OF APPEALS Conditional Use Appeal Application

Applicant Information:	Subject Property Information:
Timothy Ingraham	315 Stevens Ave, Portland, ME 04103 PROPERTY ADDRESS
NAME	PROPERTY ADDRESS
	176 E011001
BUSINESS NAME	CHART/BLOCK/LOT (CBL)
91 vesper St. Apt 2, Portland, ME 04101 BUSINESS ADDRESS	Craig 6. : Deborat S. Davis - Johnson
BUSINESS ADDRESS	PROPERTY OWNER (If Different)
(207) 272-0272 tim.ingraham@gmail.com	SAME
BUSINESS TELEPHONE & E-MAIL	ADDRESS (If Different)
Under Contract to Purchase	See Applicant Information
APPLICANT'S RIGHT/TITLE/INTEREST	See Applicant Information PHONE # AND E-MAIL
R5	14-118.a.5.a-f
CURRENT ZONING DESIGNATION	CONDITIONAL USE AUTHORIZED BY
	SECTION 14- 118. a. 5. a-F
EXISTING USE OF THE PROPERTY:	
Single family home with existing ill-	egal apartment within. Apartment
was in place prior to current own	
•	) Traces in the second
TYPE OF CONDITIONAL USE PROPOSED:	in color of the
To acquire tertificate of Oc	
existing Apartment as an Accessor	ory Unit.
0 "	
STANDARDS: Upon a showing that a proposed use is a conditional	l 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, h	ours of operation, expanse of payement, and the number of
	an would normally occur at surrounding uses or other allowable
uses in the same zone; and	
	conditions by reason of noise, glare, dust, sewage disposal,
emissions to the air, odor, lighting, or litter; and	but not limited to landaganing someoning signs loading
	but not limited to landscaping, screening, signs, loading ructures, and materials storage will not have a substantially
	ose associated with surrounding uses of other allowable uses in
the zone.	
NOTE: If site plan approval is required, attach preliminary or final s	site plan.
The undersigned hereby makes application for a conditional use pe	ermit as described above, and certifies that the information
herein is true and correct to the best of his OR her knowledge and	belief.
	7 1 - 1 -
	+/1+/15
SIGNATURE OF APPLICANT	DATE
389 Congress Street * Portland Maine 04101-3509	* Phone: (207) 874-8703 * Fax: (207) 874-8716

http://www.portlandmaine.gov/planning/buildinsp.asp \* E-Mail: buildinginspections@portlandmaine.gov

### PURCHASE AND SALE AGREEMENT

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

July 13	, 2015	July 15, 2015, Effective Date
Offer Date		Effective Date is defined in Paragraph 23 of this Agreement.
1. PARTIES: This Agreemen	it is made between Timothy C	. Ingraham, Jessica L. Meeks
0.	ania C. Davria Tohanan	("Buyer") and
		Deborah S. Davis-Johnson ("Seller").
part of; If "part of" see pa	ara. 26 for explanation) the proper	inafter set forth, Seller agrees to sell and Buyer agrees to buy (   X   all rty situated in municipality of
described in deed(s) recorded	at said County's Registry of Dee	located at and ds Book(s) 15012, Page(s) 42/a11
		including but not limited to existing storm and screen windows, shades
and/or blinds, shutters, curtain	n rods, built-in appliances, heatir	ng sources/systems including gas and/or kerosene-fired heaters and wood/ with the sale except for the following: na
Seller represents that all mec	nanical components of fixtures w	ill be operational at the time of closing except: No Exception
	'as is" condition with no warrantie	property as viewed onJuly 9, 2015 are included with the es: 2 refrigerators, 1 gas stove, dishwasher,
5. PURCHASE PRICE/EAR \$ 255,000.00 a deposit of earnest money ir in the amount of \$ additional deposit in complia	NEST MONEY: For such Deed Buyer has delivered; or we the amount \$ 1,000.00  will be delivered	If and conveyance Buyer agrees to pay the total purchase price of vill deliver to the Agency within days of the Effective Date, Buyer agrees that an additional deposit of earnest money If Buyer fails to deliver the initial or may terminate this Agreement. The remainder of the purchase price shall a delivery of the Deed.
This Purchase and Sale Agre	ement is subject to the following	conditions:
5	PTANCE: s escrow agent until closing; this AM X PM; and, in the	RE/MAX By The Bay ("Agency") shall hold offer shall be valid until
the Maine Bar Association sexecute all necessary papers Seller is unable to convey in exceed 30 calendar days, fro to remedy the title. Seller he closing date set forth above accept the deed with the titl further obligations hereunder	thall be delivered to Buyer and to a Mugust 28, 2015 accordance with the provisions on the time Seller is notified of the creby agrees to make a good-faith for the expiration of such reasonal edefect or this Agreement shall and any earnest money shall be to the contract of the contract	
8. DEED: The property shall encumbrances except coven continued current use of the		warranty deed, and shall be free and clear of all restrictions of record which do not materially and adversely affect the
free of tenants and occupan possessions and debris, and	ts, shall be given to Buyer imme	ess otherwise agreed in writing, possession and occupancy of premises, ediately at closing. Said premises shall then be broom clean, free of all on as at present, excepting reasonable use and wear. Buyer shall have the
premises shall be assumed s	solely by the Seller. Seller shall mises are damaged or destroyed , or close this transaction and ad	INSURANCE: Prior to closing, risk of loss, damage, or destruction of keep the premises insured against fire and other extended casualty risks in prior to closing, Buyer may either terminate this Agreement and be computed the premises "as-is" together with an assignment of the insurance
Revised 2014 Pag	e I of 4 - P&S Buyer(s) Initials	Seller(s) Initials D. D.
RE/MAX By The Bay, The Common at 88 Mid	tile Street Pontand, ME 04101  Produced with zinForm® by zin	Phone: 207.773.2345311 Fax: 207.773.23453 Tim Ingraham and Logix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

closing of 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)  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 axes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.						
12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:						
TYPE OF INVESTIGATION YES NO RESULTS REPORTED TYPE OF INVESTIGATION YES NO RESULTS REPORTED TO SELLER						
a. General Building X Within 10 days n. Arsenic Treated Wood X Within days b. Sewage Disposal X Within 10 days o. Pests X Within 10 days c. Coastal shoreland septic X Within days p. Code Conformance X Within 20 days d. Water Quality X Within 10 days q. Insurance X Within 10 days e. Water Quantity X Within days r. Environmental Scan X Within days f. Air Quality X Within 10 days s. Lot size/acreage X Within 10 days g. Square Footage X Within days t. Survey/MLI X Within 10 days h. Pool X Within days u. Zoning X Within days i. Energy Audit X Within days v. Registered Farmland X Within days j. Chimney X Within 10 days w. Habitat Review/Waterfowl X Within days k. Smoke/CO detectors X Within days y. Tax Status/Tree Growth X Within days m. Lead Paint X Within days Z. Other X Within days days						
All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. 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.						
a. This Agreement is subject to Buyer obtaining a						
Revised 2014 Page 2 of 4 - P&S Buyer(s) Initials TU WM Seller(s) Initials DJ						
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com TimMigraham and						

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Revised 2014

DocuSign Envelope ID: CBE404E1-ABA2-4921-A2F4-64E013562C9E 15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships: 016326 ) of Vitalius Real Estate Group Licensee is a X Seller Agent Buyer Agent Disc Dual Agent Transaction Broker Collette Conley/Peter RE/MAX By The Bay (\_\_\_006165\_\_) of \_\_\_\_ 1150 Conley Licensee is a Seller Agent X 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 subject to the jurisdiction 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 pay their respective mediation fees. If a party does not agree first to go to mediation, 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 refused to go 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 X 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 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 statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - X Yes No; Other - Yes X No The Property Disclosure Form is not an addendum and not part of this Agreement. 26. OTHER CONDITIONS: Seller(s) Initials Page 3 of 4 - P&S Buyer(s) Initials Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Lip Ingraham and

#### 27. GENERAL PROVISIONS:

- a. 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.
- b. 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.
- c. 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.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 91 Vesper St. 1	apt 2, Portlar	nd, ME 04101		1
	7/15/2015	Jussica L. Muks	7/15/2015	07/15/2015
BUYER C. Ingraham	DATE	BUYERSHI L. M	eeks	DATE
Seller accepts the offer and agrees to deliver the agrees to pay agency a commission for services a	above-described prospective above-described in the list	operty at the price and	upon the terms and cond	litions set forth and
Seller's Mailing address is			20	
Ciag Chavis-John 7		Delozan.	5. Done Any	N 7 15
SELLER Craig C. Davis-Johnson	DATE	SELLER Deboral	n S. Davis-Jøhnso	n DATE
Seller agrees to sell on the terms and conditions a	COUNTER s detailed herein wi		es and/or conditions:	
The parties acknowledge that until signed by Bu will expire unless accepted by Buyer's signature (time) AM PM.				
SELLER	DATE	SELLER		DATE
The Buyer hereby accepts the counter offer set for	orth above.			
BUYER	DATE	BUYER		DATE
description of the second of t	EXTEN	ISION		
The closing date of this Agreement is extended u	ntil	D	ATE	
SELLER	DATE	SELLER		DATE
BUYER	DATE	BUYER		DATE
DOTER	*****			



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July 16, 2015

To: City of Portland Zoning Board of Appeals

Craig & Deborah Davis-Johnson 314 Stevens Ave. Portland ME. 04103

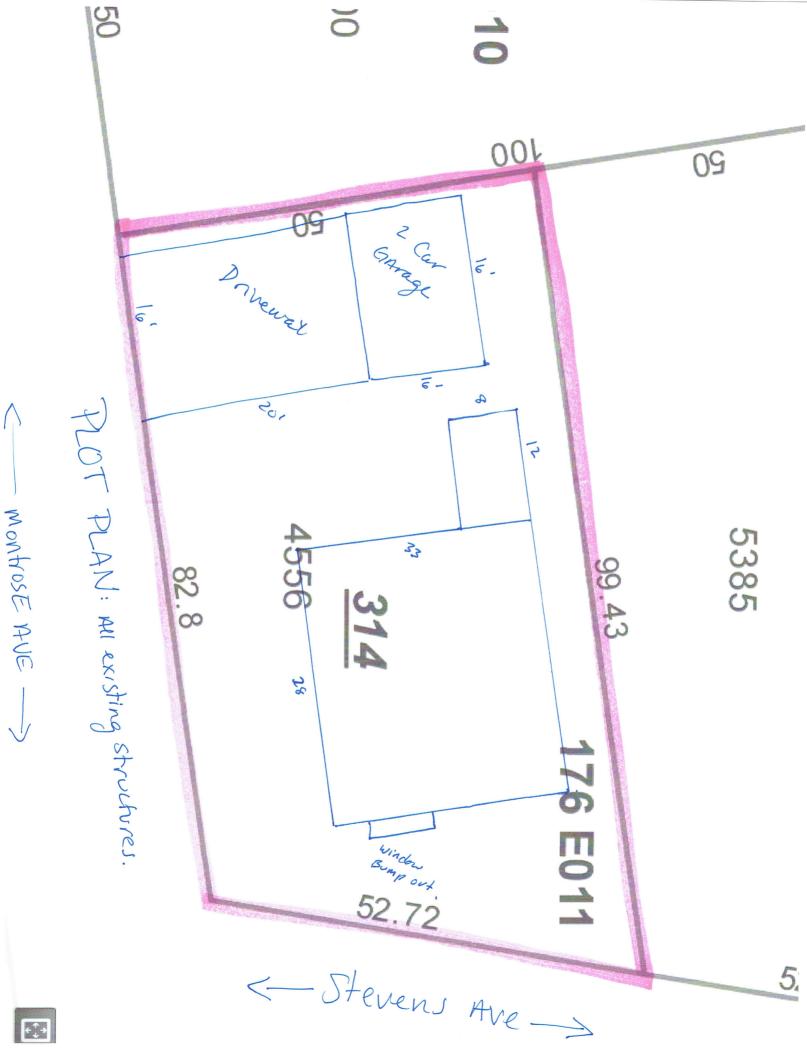
To Whom It May Concern,

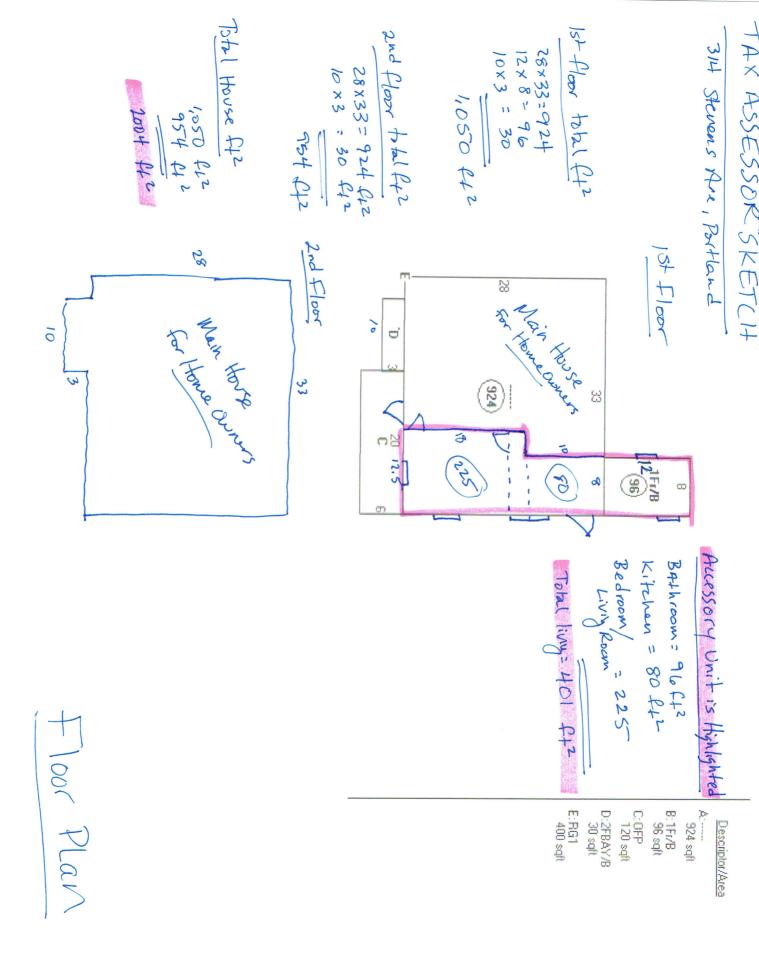
Referencing our property, 314 Stevens Ave in Portland, MF. We are currently under contract for the sale of our home to Timothy Ingraham and Jessica Meeks of 91 Vesper St., Apt 2, Portland, ME 04101 with a closing date of Aug 28, 2015. We give Timothy and Jessica permission to represent the property (314 Stevens Ave, Portland, ME) in their Conditional Use Appeal Application.

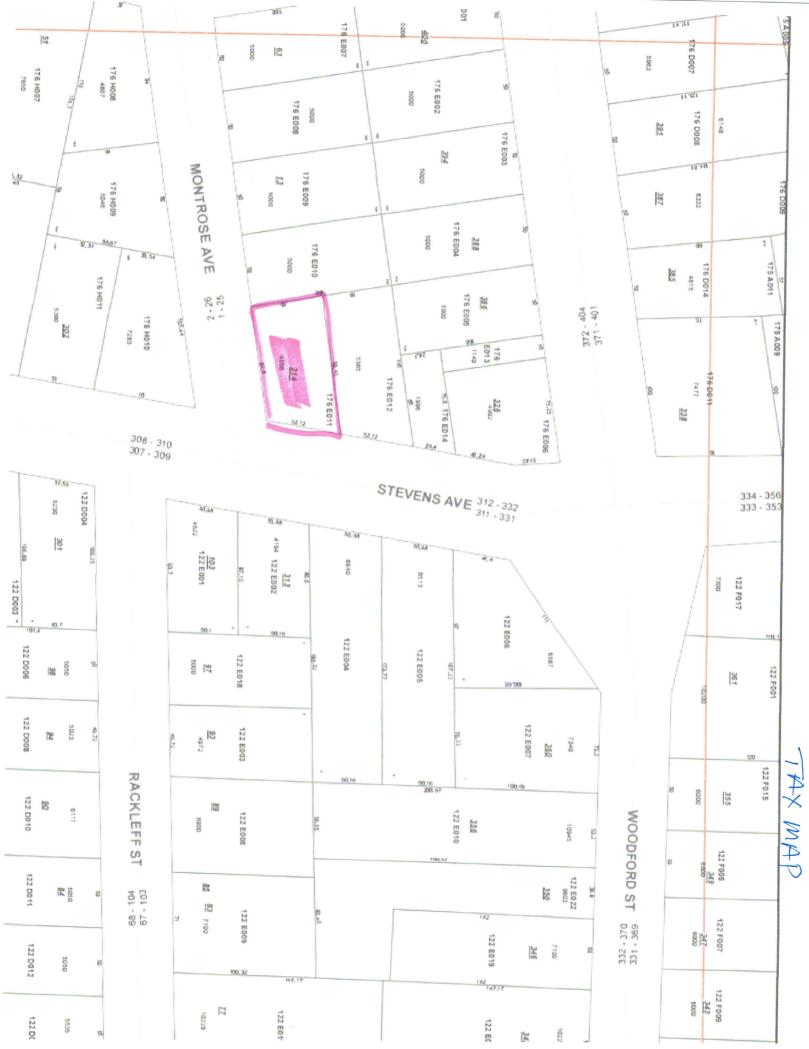
Please contact us with any questions.

Sincerely,

Craig & Deborah













**Left Photo**: Front view of house, accessory unit is the entire 1<sup>st</sup> floor right side. Red arrows show entry doors into unit.

Right Photo: Front entry to unit – leads into bedroom/living area





Left Photo: Living room/bedroom area

Right Photo: Closet in bedroom/living room area





**Left Photo**: Kitchen and side entry door

Right Photo: Kitchen





**Left Photo**: Bathroom – front section looking to stand up shower **Right Photo**: Bathroom – rear section looking to tub and closet





Left Photo: Side view of home

Right Photo: Back view of home - showing the Accessory unit bathroom bump out (red arrow) and the 2 car

garage and driveway