

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Philip Saucier-chair
Sara Moppin
Matthew Morgan
Gordan Smith-secretary
Mark Bower
William Getz
Elyse Wilkinson

February 18, 2011

Tarlan Ahmadov
108 Cobb Avenue
Portland, ME 04102

RE: 102-108 Cobb Avenue
CBL: 210 B013 & 014
ZONE: R-2

Dear Mr. Ahmadov:

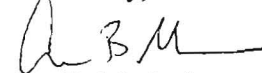
At the February 17, 2010 meeting, the Zoning Board of Appeals voted 4-0 to grant your conditional use appeal to allow you to add an accessory dwelling unit to your house with the condition that the enclosure of the outside stairway must be completed by August 1, 2011. I am enclosing a copy of the Board's decision.

Now that the conditional use appeal has been approved, you need to submit an application to change the use of the property to a single family home with an accessory dwelling unit and to enclose the outside stairs. I have enclosed an application for the change of use and to enclose the stairs. You have six months from the date of the hearing, February 17, 2011, referenced under section 14-474(f), to obtain the building permit and enclose the stairs, or your Zoning Board approval will expire. I have also enclosed an administrative authorization application that you need to submit to the planning authority since you are adding an accessory dwelling unit.

Appeals from decisions of the Board may be filed in Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

Should you have any questions, please feel free to contact me at 207-874-8709.

Yours truly,



Ann B. Machado
Zoning Specialist

Cc. file

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

ZONING BOARD APPEAL DECISION

To: City Clerk

From: Marge Schmuckal, Zoning Administrator

Date: February 18, 2011

RE: Action taken by the Zoning Board of Appeals on February 17, 2011.

Members Present: William Getz (acting chair), Elyse Wilkinson (acting secretary), Mark Bower and Matthew Morgan

Members Absent: Gordon Smith, Phil Saucier and Sara Moppin

1. New Business:

A. Conditional Use Appeal:

102-108 Cobb Avenue, Tarlan Ahmadov and Zemfira Ahmadova, owners, Tax Map 210, Block B, Lots 013 & 014, R-2 Zone: The appellants are seeking a Conditional Use Appeal under section 14-78(a)(2) to add an accessory dwelling unit to their single family dwelling. Representing the appeal are the owners.

The Board voted 4-0 to grant the conditional use appeal to allow the applicant to add an accessory dwelling unit with the condition that the enclosure of the outside stairway must be completed by August 1, 2011.

Enclosure:

Decision for Agenda from February 17, 2011

Original Zoning Board Decision

One dvd

CC: Patricia Finnigan, Acting City Manager

Penny St. Louis, Director, Planning & Urban Development

Alex Jaegerman, Planning Division

2. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area.

4-0 Yes ___ No

Reason and supporting facts:

- No testimony or opposition to support ^{any} adverse impact.

3. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

4-0 Yes ___ No

Reason and supporting facts:

- No ~~is~~ impact - will continue its use as a ~~residential~~ residential building in a residential area.
that differs substantially because unit

Conclusion: (check one)

Option 1: The Board finds that all of the standards (1 through 8) described in section A above have been satisfied and that not all of the conditions (1 through 3) described in section B above are present, and therefore GRANTS the application.

4.0 Option 2: The Board finds that while all of the standards (1 through 8) described in section A above have been satisfied, and not all of the conditions (1 through 3) described in section B above are present, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

That the covered stairway must be completed
by August 1, 2011.

Option 3: The Board finds that not all of the standards (1 through 8) described in section A above have been satisfied and/or that all of the conditions (1 through 3) described in section B above are present, and therefore DENIES the application.

Please note that, pursuant to Portland City Code 14-78(a)(2)(e), if approved the project shall be subject to article V (site plan) of this chapter for site plan review and approval.

Dated: 2/17/11


Board Chair

7. Either the accessory unit or principal unit shall be occupied by the lot owner, except for bona fide temporary absences.

4-0 Satisfied Not Satisfied

Reason: Owner lives in the building per his testimony.

8. Parking shall be provided as required by division 20 of this article: One (1) additional off-street parking space for each new unit (14-332(a)(2)). Existing parking spaces shall not be used to meet the parking requirements of this paragraph, unless the existing parking spaces exceed one (1) space for each dwelling unit.

4-0 Satisfied Not Satisfied

Reason: Adequate parking space - up to 6 cars without changes.

B. Conditional Use Standards pursuant to Portland City Code §14-474(c)(2):

1. There are unique or distinctive characteristics or effects associated with the proposed conditional use.

4-0 Yes No

Reason and supporting facts:

- No changes to appearance, or ~~negative~~ effects.

4. There shall be no open outside stairways or fire escapes above the ground floor.

4-0 Satisfied Not Satisfied

Reason: Applicant has presented plans to cover staircase when snow melts.
Plans were drawn up by a contractor.

5. Any building additions or exterior alterations such as facade materials, building form, or roof pitch shall be designed to be compatible with the architectural style and to maintain the single-family appearance of the dwelling.

4-0 Satisfied Not Satisfied

Reason: Plans show architectural style which is similar to dwelling as is.

6. The scale and surface area of parking, driveways and paved areas shall be arranged and landscaped to properly screen vehicles from adjacent properties and streets.

4-0 Satisfied Not Satisfied

Reason: No changes to parking area.

Members present: Bill Getz (Acting) - Elyse Wildmanson - MAT +
acting Sec Magister

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Margaret Bower

Members Absent: Sarah Mappin - Phil Sencer - Gordon Smith

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, February 17, 2011 at 6:30 p.m. on the second floor in room 209 at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following Appeal:

called to order just before 6:30

1. New Business:

Granted

A Conditional Use Appeal:

4-Q

102-108 Cobb Avenue, Tarlan Ahmadov and Zemfira Ahmadova, owners, Tax Map 210, Block B, Lots 013 & 014, R-2 Zone: The appellants are seeking a Conditional Use Appeal under section 14-78(a)(2) to add an accessory dwelling unit to their single family dwelling. Representing the appeal are the owners.

condition enclosing the stairway to be completed by August, 2011

2. Adjournment:

6:50 pm

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

R-2 Residential Zone Accessory Unit

Conditional Use Appeal

DECISION

Date of public hearing: February 17, 2010

Name and address of applicant: Tarlan Ahmadov
108 Cobb Avenue
Portland, ME 04102

Location of property under appeal: 102-108 Cobb Ave.

For the Record:

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

Applicant - Tarlan Ahmadov

Exhibits admitted (e.g. renderings, reports, etc.):

- Plot plan
- Proposed cover for stairways
- City of Portland Lot Maps
- Warranty deed
- Policy of Title Insurance
- Tax statement
- Photos of property

Findings of Fact and Conclusions of Law:

Applicant is proposing to add an accessory dwelling unit to his single family home in which he and his family reside. The accessory dwelling will be used by the applicant's mother-in-law. The gross floor area of the principal building is 2,876 sq. ft. The proposed accessory unit would be 576 sq. ft. The lot area is 10,040 sq. ft.

A. Conditional Use Standards pursuant to Portland City Code §14-78(a)(2):

1. The accessory dwelling unit is within the building and clearly subordinate to the principal dwelling and is for the benefit of homeowners or tenants.

4-0 Satisfied Not Satisfied

Reason: Unit is above garage and attached to the building.

2. The accessory unit shall be no more than thirty (30) percent of the gross floor area of principal building and shall have a minimum floor area four hundred (400) square feet; gross floor area shall exclude any floor area that has less than two-thirds of its floor-to ceiling height above the average adjoining ground level; gross floor area may include attic space if such space shall be included as habitable space within either dwelling unit.

4-0 Satisfied Not Satisfied

Reason: 2300 sqft & gross floor area
30% is 690 sqft²

3. Lot area shall be eight thousand (8,000) square feet for single-family dwellings in existence as of May 1, 1984, and lot area shall be ten thousand (10,000) square feet for single-family dwellings constructed after May 1, 1984.

4-0 Satisfied Not Satisfied

Reason: Lot area is 10,040 sq-ft.



Planning and Development Department
 Zoning Board of Appeals
 Conditional Use Appeal Application

Applicant Information:

Tarlan Almasov

Name

Business Name

108 Cobb Avenue

Address

Portland ME 04102

207-2101501

Telephone

Fax

Applicant's Right, Title or Interest in Subject Property:

owner

(e.g. owner, purchaser, etc.):

Current Zoning Designation: R/2

Existing Use of Property:

Single family

Subject Property Information:

Tarlan Almasov

Property Address

210-B-1314

Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

Name

Address

207 - 2101501

Telephone

Fax

Conditional Use Authorized by Section 14 - 78(a)(2)

Type of Conditional Use Proposed: Single family

with in-law-apartment -

accessory dwelling

unit.

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:

- (a) There are unique or distinctive characteristics or effects associated with the proposed conditional use; no different from others
- (b) There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area; and not affecting very normal material
- (c) Such impact differs substantially from the impact which would normally occur from such a use in that zone. No impact

RECEIVED

JAN 31 2011

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

I, undersigned hereby makes application for a conditional use permit as above described, and certified that information herein supplied by his/her is true and correct to the best of his/her knowledge and belief.

Dept. of Building Inspections
 City of Portland Maine

Tarlan Almasov

1-29-2011

Signature of Applicant

Date

January 28, 2011

Tarlan Ahmadov
108 Cobb Avenue
Portland, ME 04102

Dear Appeal Board Members,

By writing this message I would like to explain my family situation. In 2003 we were admitted to the USA as a refugee family from former Soviet Union, and my pregnant wife, her mother, sister and I started our life from "scratch". With basic or non- English ability we started our life in this welcoming City, by working hard and non-stop. After a few years we had two children who were born in the heart of the City (Mercy Hospital), and after four years we managed to purchase our first home, our dreams were fulfilled. The house had three bedrooms, and it was one of the joyful moments in our life. Having lived in Maine we know how the winter could be cold, and the next year we decided to build an attached garage with an unfinished 4th bedroom above it. With the help of our friends we started building process. So, it took us almost two and half years to finish our project. In each stage we got a permit to do the work. In 2009 we finished the 4th bedroom for my mother-in-law, built a bathroom, and wooden floor, and also stairs to our backyard.

Initially we thought maybe at some point we would change the usage of the fourth bedroom into in-law apartment, where my mother-in-law who is 60 years old can live more independently.

Then last fall my mother-in-law asked if she could have a stove and sink in that bedroom, and separate from us. My children are growing and it is very difficult to live all together, my mother-in-law needs privacy and peace. She depends on us, and can not rent apartment for herself, her English is weak, and she has diabetes and other medical problems. I have already modified the home according to her needs. I am now appealing to you for permission for this modified usage, including an in-law apartment.

I read the requirements for getting the permit, as I understand I have met all of them except section 2c, having covered stairways. I promise and agree as soon as snow will melt, I will start the project of covering those stairways. You may find details in response to all ordinance conditions below.

Sincerely,



Tarlan Ahmadov

City of Portland , ME Code of Ordinances Sec.14-78

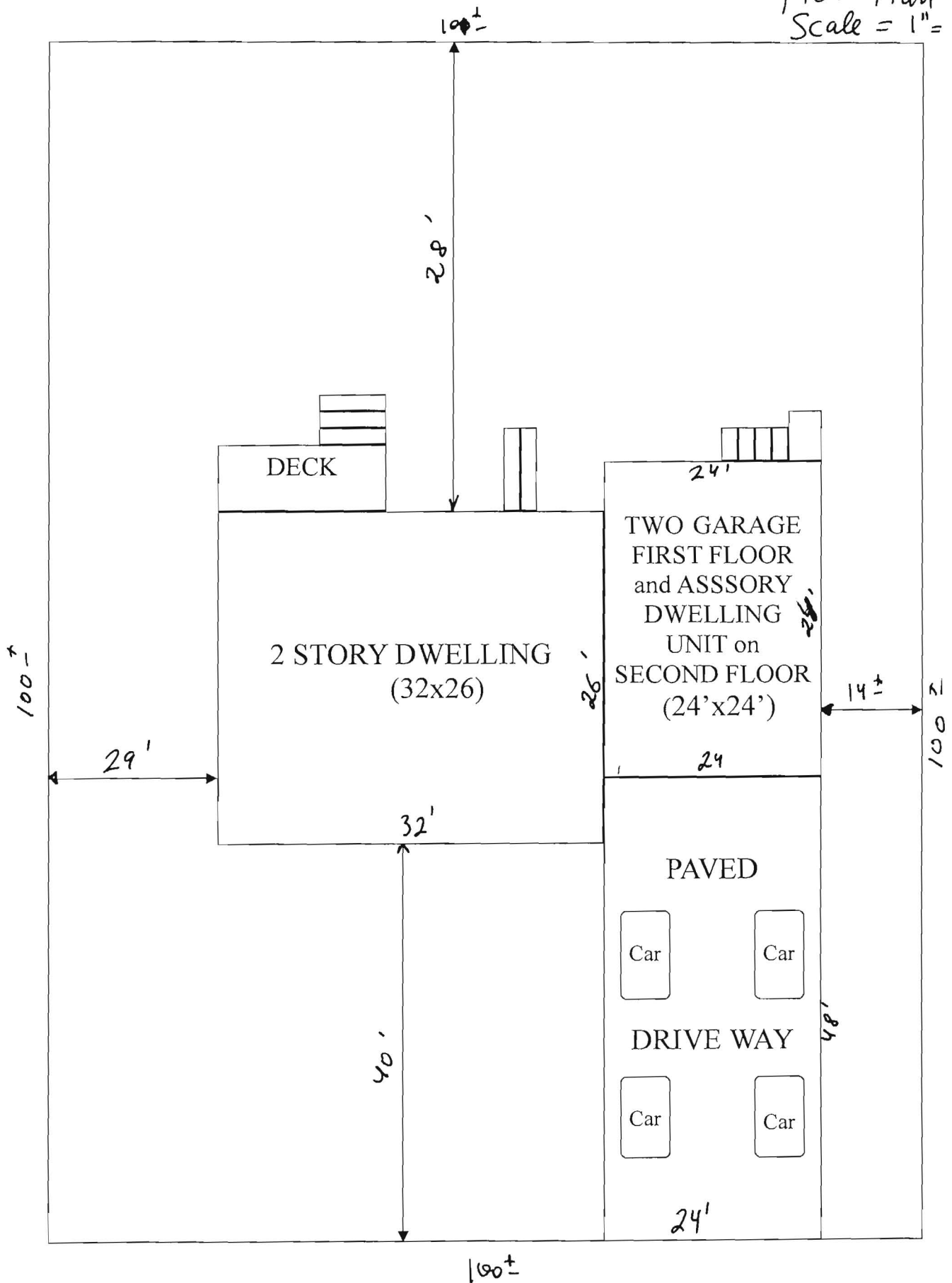
Item 2.

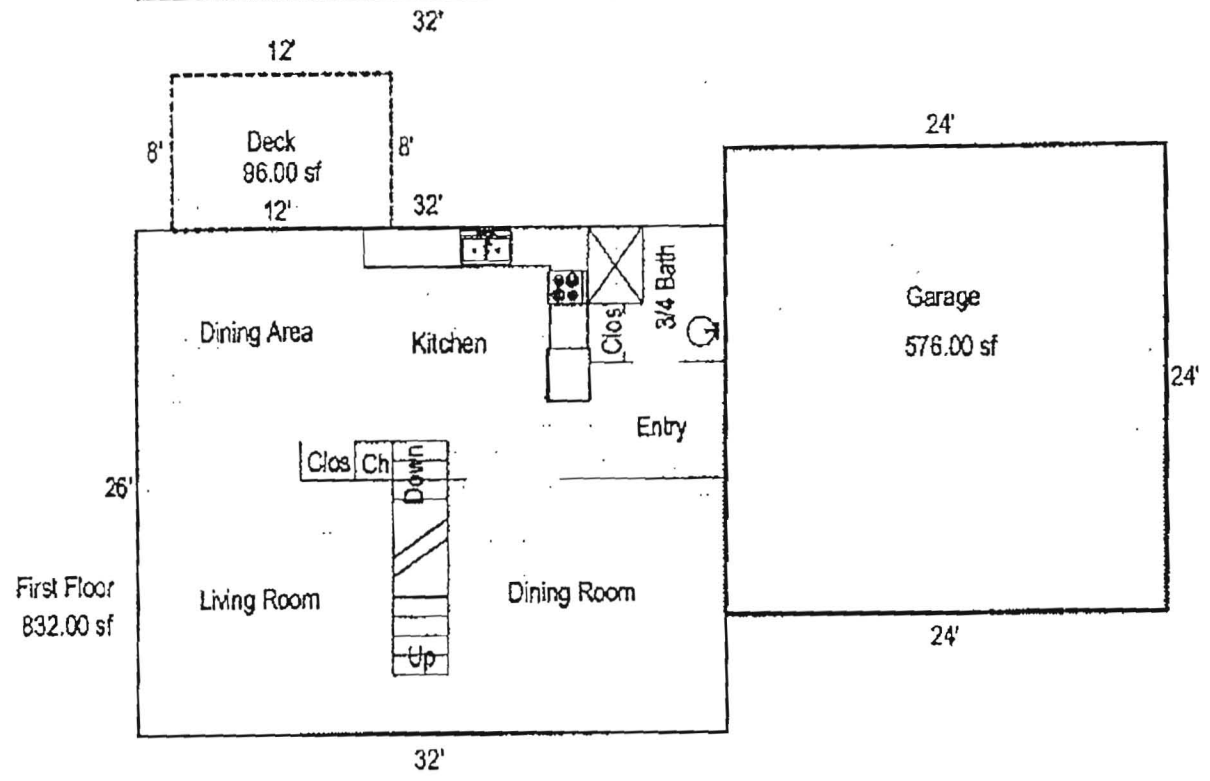
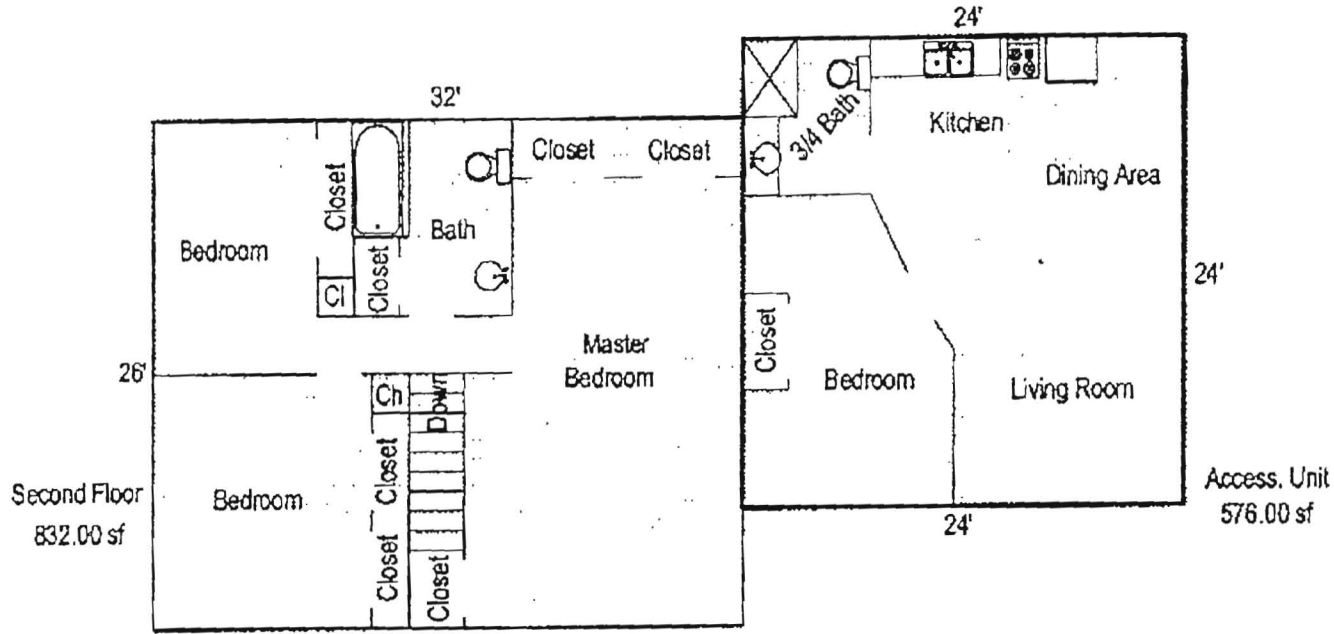
- a) The proposed assesory dwelling unit about 576 square feet (24'x 24') refer to the floor plan. It is less than 30 percent of the gross floor area which is 2,876 square feet. (First floor of single family is 832 sq.f; second floor is 832 sq.f; garage 576 sq.f, and above garage is 576 sq.f, total is 2876 sq.f.).
- b) The lot area is 10,040 sq.f. (please see tax statement)
- c) I am proposing to cover the stairways as soon as snow will melt (please see proposal for this project)
- d) The exterior alteration proposed (covering the existing stairways) will match the facade materials and the architectural style of the dwelling. The modified building will maintain the appearance of a single-family home.
- e) i. The exterior alteration proposed (covering the existing stairways) will match the facade materials and the architectural style of the dwelling. The modified building will maintain the appearance of a single-family home.
ii. Parking and driveway area will not be modified. The existing driveway is surrounded by plants and landscaping to screen it from neighboring properties.
- f) I am stating that my family and I live in this house, and I am the owner.
- g) In 2008 when I built the garage I added pavement to my drive way, and last year we had second time pave the drive way (the size is 48'x24'), and it is more than enough to park 4 vehicles.

Addressing three standards on the Appeal application.

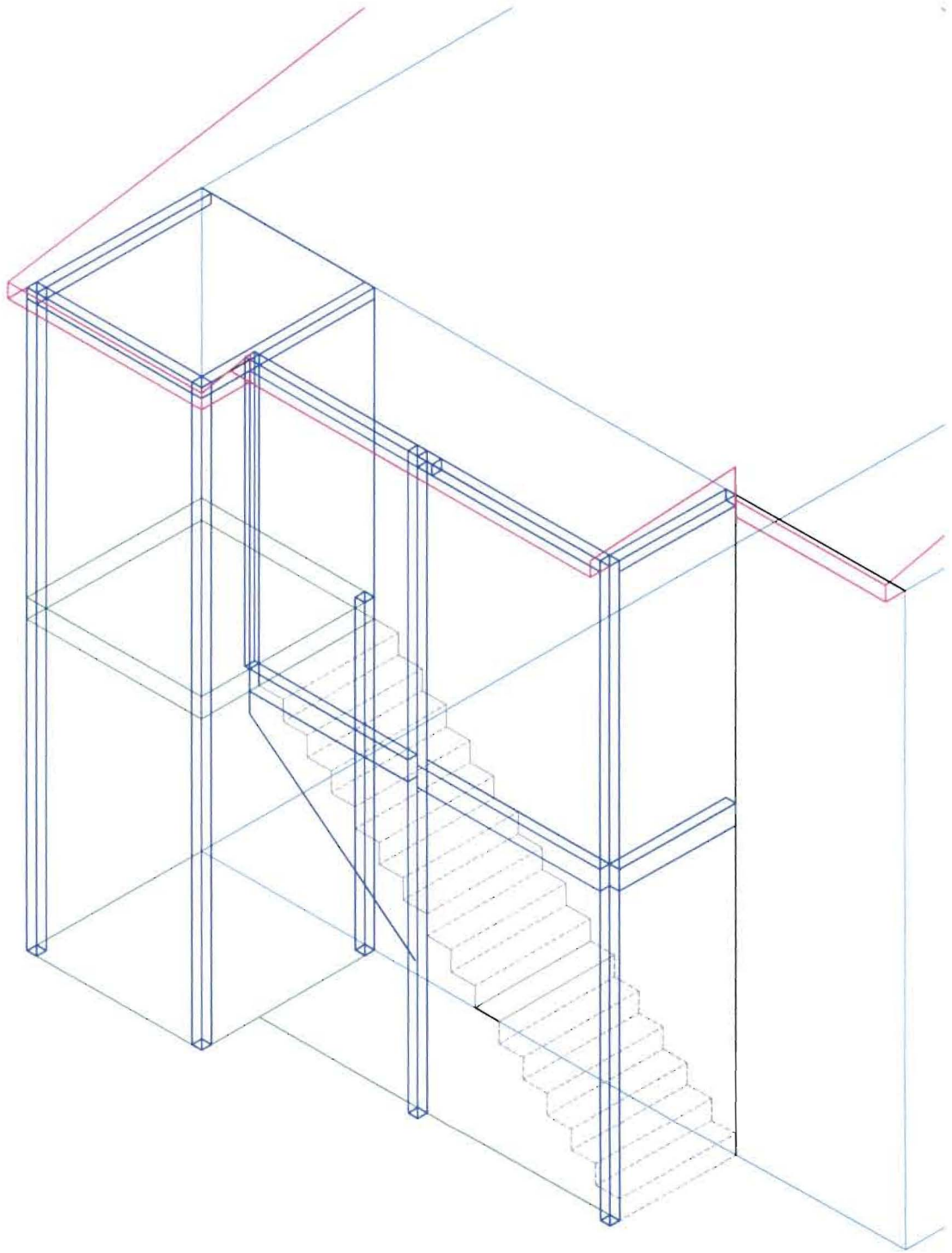
- A) The dwelling has no differences from other in neighborhood;
- B) There will be no negative effects of having this permit. The health, safety, and welfare of the public and surrounding areas will not be impacted. All building materials purchased and used during all stages of the project met Government Standards. We purchased all materials from Home Depot and Lowe's;
- C) The use of the modified dwelling will not differ from other homes in the neighborhood. In fact, last summer my next door neighbor also changed her house from a single to a multiunit dwelling. It is located on 90 Cobb Avenue.

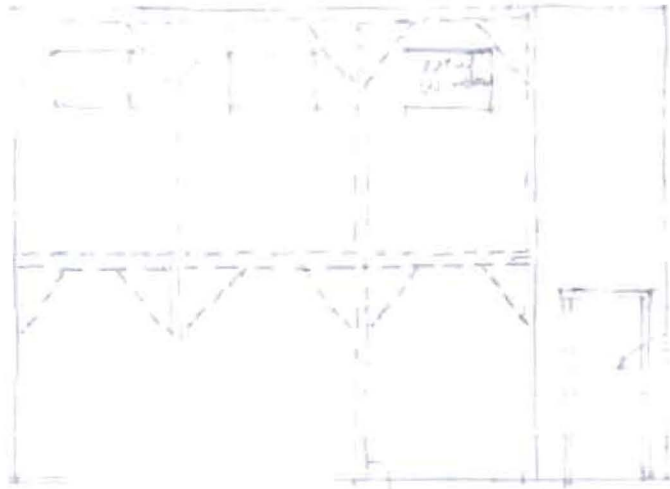
Plot Plan
Scale = 1" = 15'





Proposed Cover for Stairways

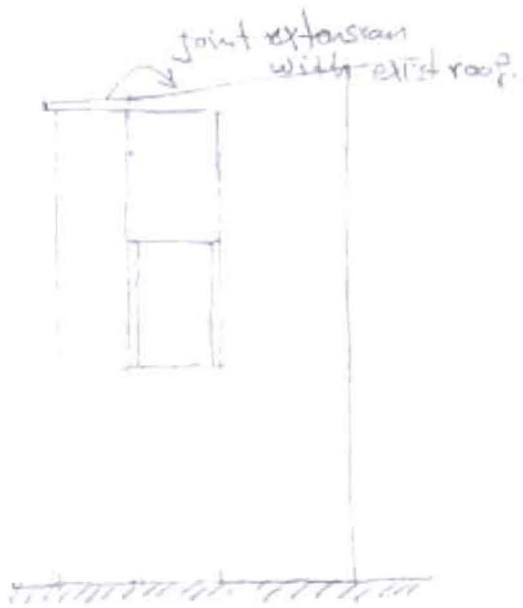




existing door

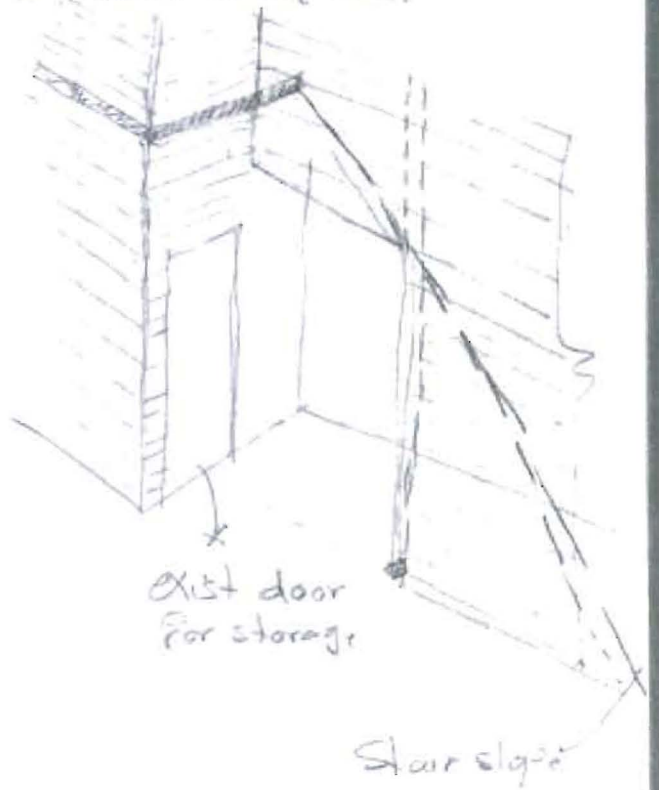
use ext wind port/extend to roof level.

front view



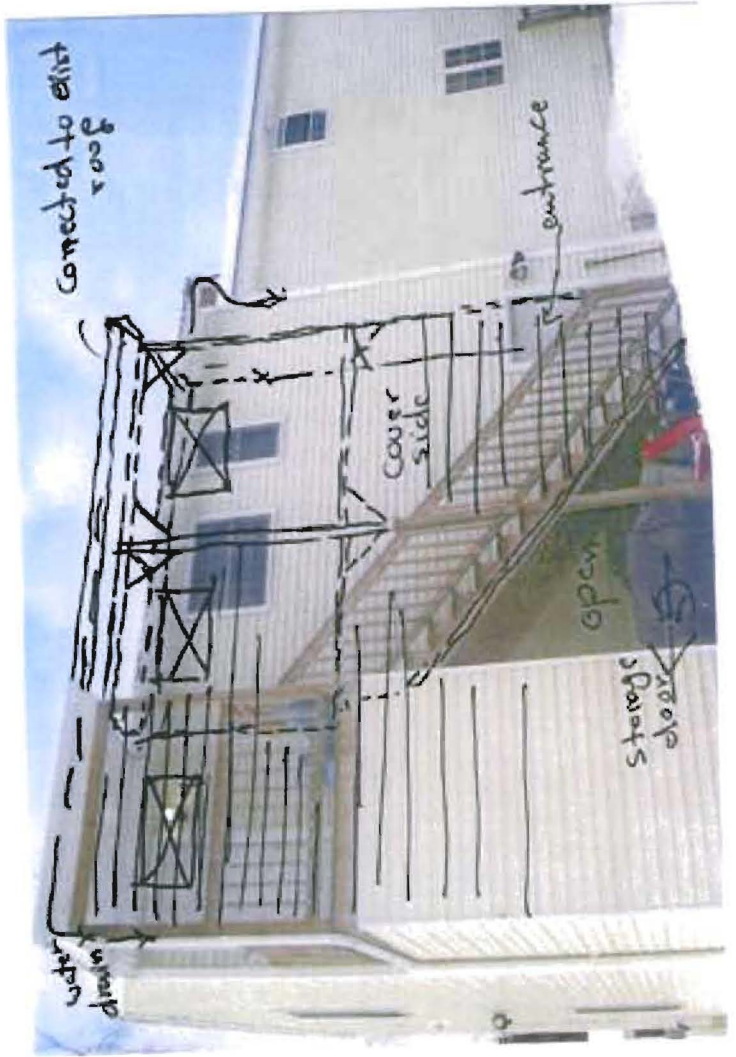
joint extension with exist roof

side view



exist door for storage

stair slope



WARRANTY DEED
Joint Tenants
(Maine Statutory Short Form)

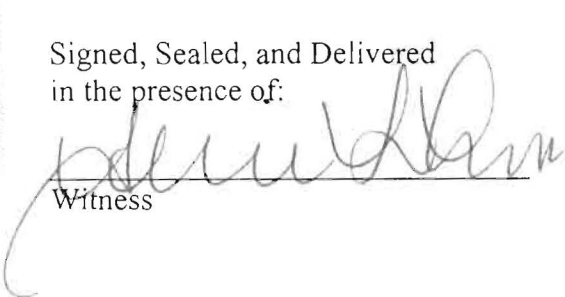
KNOW ALL PERSONS BY THESE PRESENTS, that I, **Dwight Brackett** of Portland, County of Cumberland and State of Maine, for consideration paid, do hereby GRANT to **Tarlan R. Ahmadov and Zemfira M. Ahmadova** of Portland, County of Cumberland and State of Maine, and whose mailing address is 134 Eben Hill Drive, Portland, ME 04103 with **Warranty Covenants and as joint tenants**, the land together with all buildings thereon situated in Portland, County of Cumberland and State of Maine, being more particularly described as follows:

See attached Exhibit A – Property Description

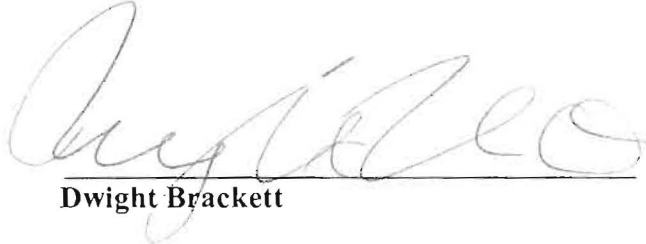
WITNESS my hand and seal this 21st day of September, 2007

Signed, Sealed, and Delivered
in the presence of:

MAINE REAL ESTATE TAX PAID



Witness



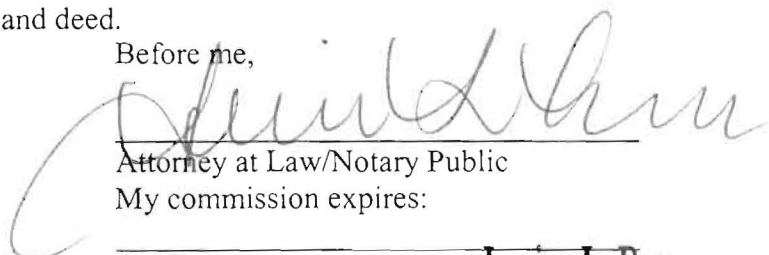
Dwight Brackett

STATE OF MAINE
COUNTY OF CUMBERLAND

September 21, 2007

Personally appeared the above-named **Dwight Brackett**, and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Attorney at Law/Notary Public
My commission expires:

Printed Name

Jessica L. Perry
Notary Public, Maine
My Commission Expires July 17, 2013



Order No: 1362120 (Ahmadov (0061716387))

EXHIBIT 'A'

Two (2) certain lots or parcels of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, westerly of Westbrook Street and being lots numbered Sixty-two (62) and Sixty-three (63) as shown on plan of land at Stroudwater, Portland, Maine, surveyed for Lillian M. Parker, May 1923, by E. C. Jordan & Co., recorded in Cumberland County Registry of Deeds in Plan Book 15, Page 33.

Being the same premises conveyed to Dwight Brackett by virtue of a deed from Robert B. Kimball, III, recorded on March 15, 2007 in said Registry of Deeds as Book 24926, Page 81.

D.B.

Received
Recorded Register of Deeds
Sep 25, 2007 11:16:07A
Cumberland County
Pamela E. Lovley

**CITY OF PORTLAND
REAL ESTATE PROPERTY TAX STATEMENT**

FY 2011

July 1, 2010 - June 30, 2011

DUE SEPT 10, 2010 \$2,613.63	DUE MARCH 11, 2011 \$2,613.63	AMOUNT PAID \$2,613.63	INTEREST DUE \$0.00	PAY THIS AMOUNT \$0.00
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210 - B-013-001

ACCOUNT NUMBER 28836

CBL 210 - B-013-001

Assessed Property Description
210-B-13-14
COBB AVE 102-108
10040 SF

RE 210 - B-013-001
AHMADOV TARLAN R &
ZEMFIRA M AHMADOVA JTS
108 COBB AVE
PORTLAND ME 04102

BRING COMPLETE TAX BILL WHEN
PAYING IN PERSON
Please Make Your Check Payable to:
City of Portland
PARTIAL PAYMENTS MAY BE MADE
AT ANY TIME

Change of Address

Name

RETURN THIS TOP PORTION WITH PAYMENT

KEEP THIS PORTION

2011
REAL ESTATE PROPERTY TAX STATEMENT
City of Portland

Fiscal Year

July 1, 2010 - June 30, 2011
Owner of Record as of April 1, 2009

AHMADOV TARLAN R &
ZEMFIRA M AHMADOVA JTS
108 COBB AVE
PORTLAND ME 04102

ACCOUNT NUMBER

28836

CBL

210 - B-013-001

Acres:

0.23

Assessed Property Description

210-B-13-14
COBB AVE 102-108
10040 SF

Date of Sale: / /

CURRENT BILLING DISTRIBUTION		CURRENT BILLING INFORMATION	
Education	\$2,618.86	Land Value	\$75,000.00
Public Safety	\$773.63	Building Value	\$226,700.00
Debt Service	\$690.00	Total Value	\$301,700.00
Public Services	\$444.32	Exemptions	\$0.00
General Government	\$115.00	Homestead	\$10,000.00
Recreation & Facil. Mgmt	\$141.14	Taxable Value	\$291,700.00
County Tax	\$167.27	Tax Rate	17.92
Library	\$130.68	TOTAL TAX	\$5,227.26
Metro	\$88.86	AMOUNT PAID	\$2,613.63
Health & Human Services	\$57.50		
Enterprise Funds	\$0.00		

Change of Ownership

Remittance Instructions

To avoid standing in line, it is recommended that taxes be paid by mail. Please make check or money order payable to: **CITY OF PORTLAND.**

Use enclosed envelope to mail in your payment.

Use right top margin for change of address.

Remit To CITY OF PORTLAND MAINE
FINANCE DEPARTMENT
TREASURY AND COLLECTION DIVISION
P O BOX 544
PORTLAND ME 04112-0544

Former Owner Name:

New Owner Name:

New Owner Address:



511002494-MEE0e

File # 1362120
Loan # Ahmadov

102 Cobb Avenue
Portland ME 04102

Policy of Title Insurance

Issued By
First American Title Insurance Company

EAGLE Protection Owner's Policy FOR A ONE-TO-FOUR FAMILY RESIDENCE

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy, resulting from the Covered Risks set forth below. If the Land is an improved residential lot on which there is located a one-to-four family residence and each insured named in Schedule A is a Natural Person:

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount shown in Schedule A
- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions on page 2
- Conditions on page 2 and 3.

COVERED RISKS

The Covered Risks are:

- Someone else owns an interest in Your Title
- Someone else has rights affecting Your Title arising out of leases, contracts, or options
- Someone else claims to have rights affecting Your Title arising out of forgery or impersonation.
- Someone else has an easement on the Land.
- Someone else has a right to limit Your use of the Land.
- Your Title is defective.
- Any of Covered Risks 1 through 6 occurring after the Policy Date.
- Someone else has a lien on Your Title, including a:
 - Mortgage;
 - Judgment, state or federal tax lien, or special assessment;
 - Charge by a homeowner's or condominium association; or
 - Lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
- Someone else has an encumbrance on Your Title.
- Someone else claims to have rights affecting Your Title arising out of fraud, duress, incompetency or incapacity.
- You do not have both actual vehicular and pedestrian access to and from the Land based upon a legal right.
- You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B.
- Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
- Because of an existing violation of a subdivision law or regulation affecting the Land:
 - You are unable to obtain a building permit;
 - You are forced to correct or remove the violation; or
 - Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
 The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- You are forced to remove or remedy Your existing structures, or any part of them— other than boundary walls or fences — because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

- You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
- You are forced to remove Your existing structures because they encroach onto Your neighbor's Land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
- You are forced to remove Your existing structures because they encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
- Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
- Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
- Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
- A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
- Your neighbor builds any structures after the Policy Date— other than boundary walls or fences— which encroach onto the Land.
- Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
- The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
- The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

First American Title Insurance Company

BY: *Curt B. Johnson* PRESIDENT

ATTEST: *Mindy H. Henny* SECRETARY



Atlantic Title Company
76 Atlantic Place
South Portland, ME 04106
(207) 774-4400
Fax: (207) 774-5935

A Policy-Issuing Agent of First American Title Insurance Company





511002494-MEE0e

File # 1362120
Loan # Ahmadov

102 Cobb Avenue
Portland ME 04102

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under paragraph 4 of the Conditions.
This Policy is not complete without Schedules A and B.

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the Land
 - e. land division
 - f. environmental protection.
 This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date, or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

CONDITIONS

1. DEFINITIONS:

- a. **Easement** - the right of someone else to use the Land for a special purpose
- b. **Known** - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- c. **Land** - the Land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property
- d. **Mortgage** - a mortgage, deed of trust, trust deed or other security instrument.
- e. **Natural Person** - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being
- f. **Policy Date** - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- g. **Public Records** - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- h. **Title** - the ownership of Your interest in the Land, as shown in Schedule A.
- i. **Trust** - a living trust established by a human being for estate planning.
- j. **We/Our/Us** - First American Title Insurance Company
- k. **You/Your** - the insured named in Schedule A and also those identified in paragraph 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE:

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date; or
 - (4) the beneficiaries of Your Trust upon Your death
- c. We may assert against the insureds identified in paragraph 2.b. any rights and defenses that We have against any previous insured under this Policy

3. HOW TO MAKE A CLAIM:

- a. Prompt Notice Of Your Claim
 - (1) As soon as You know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to First American Title Insurance Company, 1 First American Way, Santa Ana, California, 92707, Attention: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You
- b. Proof of Your Loss
 - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss
 - (2) We may require You to make available to Us records, checks, letters, contracts insurance policies and other papers which relate to Your claim. We may make copies of these papers
 - (3) We may require You to answer questions about Your claim under oath
 - (4) If You fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You

4. OUR CHOICES WHEN WE LEARN OF A CLAIM:

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim.
 - (2) Negotiate a settlement.
 - (3) Bring or defend a legal action related to the claim.
 - (4) Pay You the amount required by this Policy.
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay
 - (6) End the coverage described in Covered Risk 14, 15, 16 or 18 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force and all those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
 - (8) Take other appropriate action
- b. When We choose the options in paragraphs 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance





511002494-MEE0e

File # 1362120
Loan # Ahmadov

102 Cobb Avenue
Portland ME 04102

- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage. We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies. We will pay no more than the least of:
 - (1) Your actual loss,
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 14, 15, 16 or 18, or
 - (3) the Policy Amount then in force; and any costs, attorneys' fees and expenses which We are obligated to pay under this Policy.
- b. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- (2) Regardless of 6.b. (1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (1) the cause of the claim is removed; or
 - (2) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 14, 15, 16 or 18, that payment is the amount of Your insurance then in force for the particular Covered Risk
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- c. All payments We make under this Policy reduce the Policy Amount, except for costs, attorneys' fees and expenses. All payments we make for claims which are covered only under Covered Risk 14, 15, 16 or 18 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- d. If We issue, or have issued, a policy to the owner of a Mortgage on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage to reduce the amount of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under paragraph 4. a. of these Conditions.
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount of this Policy, and
 - (3) If Your claim is covered only under Covered Risk 14, 15, 16 or 18, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- e. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights You have against any person or property related to the claim. You must transfer these rights to Us when We ask, and You must not do anything to affect these rights. You must let Us use Your name in enforcing these rights.
- b. We will not be liable to You if We do not pursue these rights or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights in the following order:
 - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights,
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights, even if those contracts provide that those obligated have all of Your rights under this Policy.

8. ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the policy date shown in Schedule A up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the policy date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located You or We may demand arbitration.
- b. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- c. The arbitration award may be entered as a judgment in the proper court.
- d. The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on the Policy Date.
- e. The law used in the arbitration is the law of the place where the Land is located.
- f. You can get a copy of the Rules from Us.



SCHEDULE A

Amount of Insurance: \$244,400.00
Date of Policy: September 25, 2007 at 11:17 a.m.

Policy Number: 511002494-MELe
Order Number: 1362120 (Ahmadov (0061716387))

Street Address of the Land:
108 Cobb Avenue, Portland, Maine 04102

1. Name of Insured:
Tarlan R. Ahmadov and Zemfira M. Ahmadova
2. Your interest in the land covered by this policy is Fee Simple.
3. The insured mortgage and assignments thereof, if any, are described as follows:
A mortgage to secure an indebtedness in the original principal amount of \$235,662.00 recorded on September 25, 2007 at 11:17 a.m. in the Cumberland County Registry of Deeds in Book 25493 Page 76
Dated: September 21, 2007
Mortgagor: Tarlan R. Ahmadov and Zemfira M. Ahmadova
Mortgagee: First Horizon Home Loan Corporation
4. The land referred to in this policy is described as follows:
See Exhibit A attached hereto and made a part hereof.

First American Title Insurance Company



By:

A handwritten signature in black ink, appearing to read "Paul J. Allen".

Authorized Signatory

SCHEDULE A
(Continued)**Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 14, 15, 16, and 18:**

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14 (Subdivision Law Violation):	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15 (Building Permit):	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16 (Zoning):	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18 (Encroachment of Boundary Walls or Fences):	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

SCHEDULE B

EXCEPTIONS

In addition to the exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Shortages in acreage or area which a correct survey would disclose, and which are not shown by the public records.
2. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.
3. Such state of facts, including but not limited to the notes, as set forth on a plan entitled Plan of Land at Stroudwater dated May 1923 and recorded as Plan Book 15, Page 33.

NOTE: Items No. 1, 2 and 3 of Schedule B, Exceptions to Coverage will be deleted or modified in the Loan Policy upon receipt of a satisfactory Mortgage Loan Inspection Plan and properly executed Maine Residential Mechanics' Liens and Persons in Possession Affidavit, Maine Purchaser's Affidavit, and Maine Waiver of Lien. Upon satisfaction of these requirements, Secondary Mortgage Market Endorsement and ALTA 8.1 Endorsement coverages will be provided in the final Loan Policy.

NOTE: If funds are being loaned for construction purposes, we will require a satisfactory Residential Mechanic's Liens and Persons in Possession Affidavit executed by the present owners and a satisfactory Owner's and Contractor's Affidavit executed by the present owners and the general contractor and all appropriate subcontractors after the completion of construction and disbursement of all loan proceeds in order to delete Exception 3 (mechanic's liens), as set forth under American Land Title Association Loan Policy - 2006, Schedule B, Part I.

Order No: 1362120 (Ahmadov (0061716387))

EXHIBIT 'A'

Two (2) certain lots or parcels of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, westerly of Westbrook Street and being lots numbered Sixty-two (62) and Sixty-three (63) as shown on plan of land at Stroudwater, Portland, Maine, surveyed for Lillian M. Parker, May 1923, by E. C. Jordan & Co., recorded in Cumberland County Registry of Deeds in Plan Book 15, Page 33.

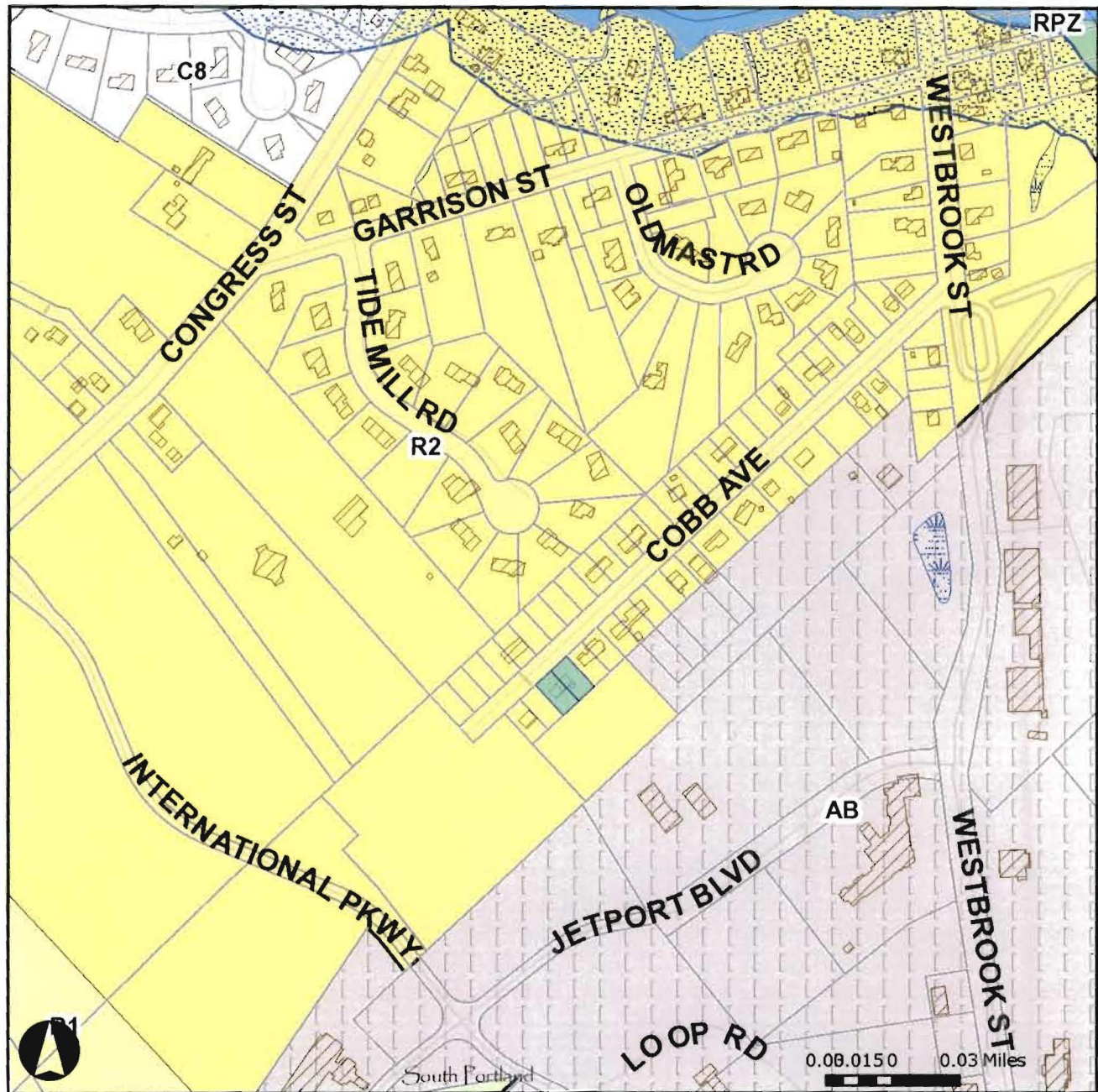
Tax I.D. Number: Map 210, Lot B-13-14







Map



Parcels

- Interstate
- Streets

Buildings

- Building
- Out Building

Stream Overlay Zone

- Stream_protection

Island Zoning

- C43
- I-B
- I-TS
- I-R1
- I-R2

Zoning (continued)

- R2 Residential
- R3 Residential
- R4 Residential
- R5 Residential
- R6 Residential
- ROS Recreation Open Space

Zoning (continued)

- C25
- C26
- C27
- C28
- C29
- C30
- C31



building permit 09-0553

CITY OF PORTLAND APPLICATION PROCESS FOR THE ZONING BOARD OF APPEALS

Attached you will find the schedule for the Zoning Board of Appeals meetings. The deadline for the submissions is on the left hand side; the meeting dates are on the right hand side.

Eleven (11) separate packets of the following must be submitted to hold a place on the Agenda:

- a. Copy of Appeal application.
- b. Cover letter addressed to the Zoning Board of Appeals stating what you want to do.
- c. Plot plan showing the site and location of all structures, existing and proposed, in relation to the lot lines and, if applicable, indicate parking. Lot size and setback dimensions must be shown.
- d. Floor plan, if applicable, showing dimensions of existing and proposed rooms and/or structures.
- e. Copy of the tax map (obtained in the Assessors Office) with the property highlighted.
- f. Photos of property.
- g. Deed, sales agreement, lease or intent to lease.
- h. Owner, lessee, prospective purchase or legal representation must sign the application
- i. A letter from the property owner giving permission to the applicant to represent the property if applicable.
- j. All plans must also be folded neatly with each packet and banded.

If additional information is needed to complete the packet for the Zoning Board of Appeals you will be notified. Please make sure you include a contact phone number on your cover letter. If we cannot contact you, the item may be tabled until the next regular meeting.

The application fee is \$100.00 to appear before the Zoning Board of Appeals. Please note that the applicant is also responsible for a \$50.00 processing fee, the cost of the legal ad in the Portland Press Herald, and the cost of sending abutters notification within 500' of the subject property. The City will bill you for the processing fee, legal ad and abutters notification.

You may apply for an appeal/permit at City Hall, Room 315 Monday through Friday between 8:00 am and 4:00 pm. ~~If you choose to file on the deadline date, please note that applications are accepted only until noon on that day.~~

You will be sent a letter confirming the time and date of the scheduled meeting along with an Agenda.

08-098 (08-0123)

45-E-19

09-0392 finish ~~garage~~ on outside

09-0394

09-053 - st. railing to second floor.

6x6 deck. 38" wide

10,000 (b)

- b. Lot area shall be eight thousand (8,000) square feet for single-family dwellings in existence as of May 1, 1984, and lot area shall be ten thousand (10,000) square feet for single-family dwellings constructed after May 1, 1984;
- c. There shall be no open, outside stairways or fire escapes above the ground floor;
- d. Any additions or exterior alterations such as façade materials, building form, roof pitch, and exterior doors shall be designed to be compatible with the architectural style of the building and preserve the single-family appearance of the building;
- e. The project shall be subject to article V (site plan) of this chapter for site plan review and approval and the following additional standards:
 - i. Any additions or exterior alterations, such as façade materials, building form and roof pitch shall be designed to be compatible with the architectural style of the building and preserve the single-family appearance of the building.
 - ii. The scale and surface area of parking, driveways and paved areas shall be arranged and landscaped to properly screen vehicles from adjacent properties and streets.
- f. Either the accessory unit or the principal dwelling shall be occupied by the owner of the lot on which the principal building is located, except for bona fide temporary absences; and
- g. Parking shall be provided as required by division 20 of this article.

23' x 24' beyond
garage setback

need 7 + 173
OK

(b) *Institutional*: Any of the following conditional uses provided that, notwithstanding section 14-474 (conditional uses) of this article or any other provisions of this Code, the planning board shall be substituted for the board of appeals as the reviewing authority:

prerelease programs, or current illegal drug users, provided that:

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

The board of appeals may impose conditions upon a conditional use permit concerning the creation or operation of a sheltered care group home including but not limited to the following: site and building maintenance; lighting, fencing, and other appropriate security measures; screening and buffering of parking areas; compatibility of any additions or alterations with the existing residential structure; compatibility of new structures with the architectural character of the surrounding area; and limitation on the duration of a sheltered care group home permit.

2. Alteration or construction of a single-family detached dwelling to accommodate an accessory dwelling unit within the building and clearly subordinate to the principal dwelling for the benefit of homeowners or tenants provided that:

- a. The accessory unit shall be no more than thirty (30) percent of the gross floor area of the principal building and shall have a minimum floor area of four hundred (400) square feet; gross floor area shall exclude any floor area that has less than two-thirds of its floor-to-ceiling height above the average adjoining ground level; gross floor area may include attic space if such space shall be included as habitable space within either dwelling unit.

1664
1152

2816
576/2816
20.45%



City of Portland Zoning Board of Appeals

February 9, 2011

Tarlan Ahmadov
108 Cobb Avenue
Portland, ME 04102

Dear Mr. Ahmadov,

Your Conditional Use Appeal has been scheduled to be heard before the Zoning Board of Appeals on **Thursday, February 17, 2011 at 6:30 p.m.** in Room 209, located on the second floor of City Hall.

Please remember to bring a copy of your application packet with you to the meeting to answer any questions the Board may have.

I have included an agenda with your appeal highlighted, as well as a handout outlining the meeting process for the Zoning Board of Appeals.

I have also included the bill for the processing fee, legal ad and the notices for the appeal. The check should be written as follows:

MAKE CHECK OUT TO: City of Portland
MAILING ADDRESS: Room 315
389 Congress Street
Portland, ME 04101

Please feel free to contact me at 207-874-8709 if you have any questions.

Sincerely,

Ann B. Machado
Zoning Specialist

Cc: File

CITY OF PORTLAND
DEPARTMENT OF PLANNING & DEVELOPMENT

389 Congress Street
Portland, Maine 04101

INVOICE FOR FEES

Application No: 2011-179 **Applicant:** Tarlan Ahmadov
CBL: 210 B013 **Application Type:** Conditional Use Appeal
Location: 108 Cobb Avenue **Invoice Date:** 2/09/11

<u>Fee Description</u>	<u>QTY</u>	<u>Fee/Deposit Charge</u>
Legal Advertisements	1	\$93.96
Notices	31	\$23.25
Processing Fee	1	\$50.00
Zoning Practical Difficulty	1	\$100

Total Current Fees: \$267.21
Total Current Payments: -\$100.00
Amount Due Now: \$167.21

*pd 2/15/11
cc*

Bill to: **CBL: 210 B013** **Application No: 2011-179**
Tarlan Ahmadov **Invoice Date: 02/09/11** **Total Amount Due: \$167.21**
108 Cobb Avenue (due on receipt)
Portland,, ME 04102

Make checks payable to the City Of Portland, ATTN: Ann Machado, Room 315,389 Congress St.,
Portland, ME 04101



CITY OF PORTLAND, MAINE

Division of Building Inspections

Original Receipt

2.15.2011

CITY OF PORTLAND, ME
INSPECTION DIVISION
389 CONGRESS ST
ROOM 315
PORTLAND, ME 04101
(207)874 8701

Merchant ID: 161000146545

Term ID: 001

Ref #: 003

Sale

XXXXXXXXXXXX3021

VISA

Entry Method: Swiped

02/15/11

14:40:20

Inv #: 000003

Appr Code: 04568C

Apprvd: Online

Batch#: 000173

Total:

\$ 167.21

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X

AHMADOV/TARLAN

Merchant Copy
THANK YOU!

Received from

Tarlan Ahmadov

Location of Work

108 Cobb Ave

Cost of Construction \$

Building Fee \$

Permit Fee \$

Site Fee \$

Certificate of Occupancy Fee \$

Total: 167²¹/₁₀₀

Building (IL)

Plumbing (I5)

Electrical (I2)

Site Plan (U2)

Other

ZBA Processing

CBL: _____

Check #: CC

Total Collected

167²¹/₁₀₀

No work is to be started until permit issued.

Please keep original receipt for you records.

Taken by:

J. 1/12

CITY OF PORTLAND, ME
INSPECTION DIVISION
389 CONGRESS ST
ROOM 315
PORTLAND, ME 04101
(207)874-8701

Merchant ID: 161000146595

Term ID: 001

Ref #: 001

Sale

XXXXXXXXXXXX6252

DISCOVER

Entry Method: Swiped

01/31/11

13:08:39

Inv #: 000001

Appr Code: 03163R

Apprvd: Online

Batch#: 000164

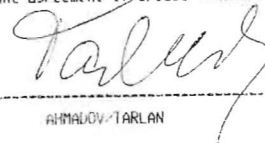
Total:

\$

100.00

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X



AHMADOV-TARLAN

Merchant Copy
THANK YOU!



CITY OF PORTLAND, MAINE

Division of Building Inspections

Original Receipt

January 31 2011

Received from Tarkan Ahmadov

Location of Work 108 Cobb Ave.

Cost of Construction \$ Building Fee \$

Permit Fee \$ Site Fee \$

Certificate of Occupancy Fee \$

Total:

Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other ZBA Conditional Use Appeal

CBL: 210-13-13

Check #: CC Total Collected 100.00.

No work is to be started until permit issued.

Please keep original receipt for you records.

Taken by: ABM

Ann Machado - Re: Zoning Board of Appeals Legal Ad

From: Joan Jensen <jjensen@pressherald.com>
To: Ann Machado <AMACHADO@portlandmaine.gov>
Date: 2/7/2011 12:50 PM
Subject: Re: Zoning Board of Appeals Legal Ad
Attachments: Portland 2:11.pdf

Hi Ann,

All set to run your ad on Friday, February 11.
The cost is \$93.96.
Thank you,
Joan

--

Joan Jensen
Legal Advertising
Portland Press Herald/Maine Sunday Telegram
P.O. Box 1460
Portland, ME 04104
Tel. (207) 791-6157
Fax (207) 791-6910
Email jjensen@pressherald.com

On 2/7/11 11:54 AM, Ann Machado wrote:

Joan -

Attached is the Zoning Board of Appeals legal ad for Friday, February 11, 2011.

Thank you.

Ann Machado
874-8709

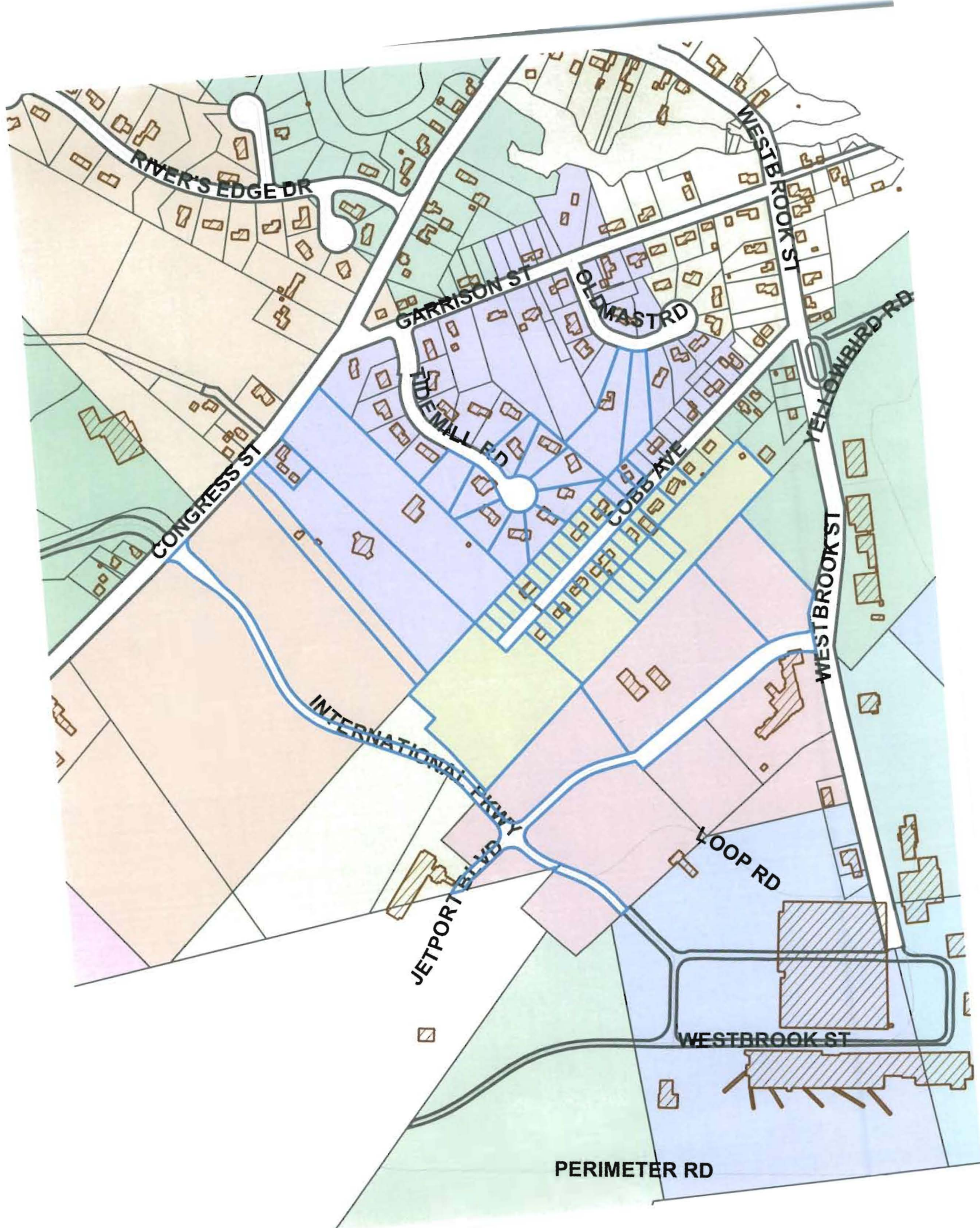
CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	AHMADOV TARLAN R & ZEMFIRA M AHMADOVA JTS	134 EBEN HILL DR PORTLAND , ME 04103	108 COBB AVE	1
	AMERICAN MARTIAL ARTS FOUNDATION	70 COBB AVE PORTLAND, ME 04102	70 COBB AVE	1
	BERRY DANIEL W	83 COBB AVE PORTLAND , ME 04102	83 COBB AVE	1
	BROWN ALVIN G KW VET	101 COBB AVE PORTLAND, ME 04102	101 COBB AVE	1
	CENTENARY METHODIST SALVATION ARMY	113 DR MANN RD SKOWHEGAN, ME 04976	117 COBB AVE	0
	CHRISTCHURCH OF PORTLAND	1900 CONGRESS ST PORTLAND, ME 04102	1888 CONGRESS ST	1
	COASTAL INDUSTRIES INC	ONE CANAL PLZ PORTLAND, ME 04101	COBB AVE	0
	DAWSON ERIC J & KRISTINE A DAWSON JTS	45 TIDE MILL RD PORTLAND , ME 04101	45 TIDE MILL RD	0
	DOMAN REBECCA & ANTHONY DOMAN JTS	76 TIDE MILL RD PORTLAND , ME 04102	76 TIDE MILL RD	1
	FIRST UNITED PENTECOSTAL CHURCH	1914 CONGRESS ST PORTLAND, ME 04102	1914 CONGRESS ST	1
	FOLEY JOSPEH A & TRICIA P FOLEY JTS	65 COBB AVE PORTLAND, ME 04102	65 COBB AVE	1
	FOSTER JAMES C & CLAUDETTE M MIMEAULT JTS	68 TIDE MILL RD PORTLAND, ME 04102	68 TIDE MILL RD	1
	GOSCH BRIAN J & HEATHER S GOSCH JTS	62 COBB AVE PORTLAND , ME 04102	62 COBB AVE	1
	HIDER HEATHER R & BENJAMIN K HIDER JTS	76 COBB AVE PORTLAND , ME 04102	76 COBB AVE	1
	HIDER MARK SMITH	76 COBB AVE PORTLAND , ME 04102	COBB AVE	0
	JONES ANITA BURCHARD	33 OLD MAST RD PORTLAND, ME 04102	33 OLD MAST RD	1
	KRITZER ROBERT M & BARBARA N JTS	59 TIDE MILL RD PORTLAND , ME 04102	59 TIDE MILL RD	1
	LANGWORTHY MICHAEL DEAN & CAROL MAIERSON-	72 TIDE MILL RD PORTLAND , ME 04102	72 TIDE MILL RD	1
	LIBBY LAURENCE P	86 COBB AVE PORTLAND , ME 04102	86 COBB AVE	1
	LOSIER SHAWN F & KATHLEEN F LOSIER JTS	75 TIDE MILL RD PORTLAND , ME 04102	75 TIDE MILL RD	1
	MOSCHETTO MARCUS L SR WWII BEATRICE MOSCHETTO JTS	73 COBB AVE PORTLAND , ME 04102	73 COBB AVE	1
	NGUYEN CUC T	58 TIDE MILL RD PORTLAND , ME 04102	58 TIDE MILL RD	1
	PINGREE 2000 REAL ESTATE HOLDINGS LLC	600 CORPORATE PARK DR SAINT LOUIS, MO 63105	1128 WESTBROOK ST	1
	PROFENNO BERNICE M	96 COBB AVE PORTLAND, ME 04102	90 COBB AVE	1
	RAYMOND JUDITH P	PO BOX 36 FRYEBURG , ME 04037	110 COBB AVE	1
	SHEERIN HARMONY D	58 COBB AVE PORTLAND , ME 04102	58 COBB AVE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	TA HOANG & DANH LE JTS	67 TIDE MILL RD PORTLAND, ME 04102	67 TIDE MILL RD	1
	TOYE REALTY HOLDINGS II LLC	6 SYLVAN WAY PARSIPPANY, NJ 07054	JETPORT BLVD	1
	TOYE REALTY HOLDINGS LLC	PO BOX 266 CAPE ELIZABETH, ME 04107	1060 WESTBROOK ST	0
	WILKINSON BARBARA	56 GARRISON ST PORTLAND, ME 04102	89 COBB AVE	0
	WIPFLER W JOHN & VALERIE S LIBBY-WIPFLER JTS	71 TIDE MILL RD PORTLAND, ME 04102	71 TIDE MILL RD	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
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Total Listed: 31

25



RIVER'S EDGE DR

GARRISON ST

OLDMASTRO RD

WEST BROOK ST

CONGRESS ST

DE MALLE RD

COBB AVE

YELLOWBIRD RD

INTERNATIONAL FWY

JETPORT BLVD

LOOP RD

WEST BROOK ST

WESTBROOK ST

PERIMETER RD

SHEET 209A-B

B-1
295,870
CITY

SHEET 212-C

SHEET 210A-A

