



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

Applicant Information:

Ayumi Horie  
NAME

BUSINESS NAME

275 Dillingham Hill Rd  
ADDRESS  
Auburn, ME 04210

207-522-4599  
TELEPHONE #

purchase and sales agreement  
APPLICANT'S RIGHT, TITLE OR INTEREST  
(eg; owner, purchaser, etc)

R2  
CURRENT ZONING DESIGNATION

Subject Property Information

1266 Westbrook St.  
PROPERTY ADDRESS

213/C/011  
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)  
purchase and sale signed  
NAME

ADDRESS

CONDITIONAL USE AUTHORIZED BY  
SECTION 14 - 78(a)(2)

EXISTING USE OF PROPERTY:

single family dwelling

TYPE OF CONDITIONAL USE  
PROPOSED:

accessory dwelling unit

RECEIVED  
OCT 24 2012

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

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

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

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

[Signature]  
SIGNATURE OF APPLICANT

Oct 24, 2012  
DATE

Ayumi Horie  
275 Dillingham Hill Rd  
Auburn, ME 04210  
207-522-4599

October 24, 2012

RECEIVED

OCT 26 2012

Zoning Board of Appeals  
Department of Planning and Urban Development  
City of Portland  
389 Congress St  
Portland, ME 04101

Dept. of Building Inspections  
City of Portland Maine

Dear Zoning Board of Appeals,

I am requesting a permit to build an accessory dwelling unit that will be subordinate to the existing single dwelling unit. I believe that the design fulfills all the listed criteria under item 2 of Section 14-78 of the Portland Zoning Ordinance.

a. The accessory unit has a square footage of 445 which is 13% of the gross square footage (30% permitted) of the building (3405) and over 400 square feet

b. The lot size is 23,160 square feet, which is more than the 8,000 square feet required for buildings built before 1984

c. There are no open, outside stairways or fire escapes

d. The accessory unit is designed to look like a barn, which fits in with the existed architecture. We are also working with Historic Preservation on the design.

e. i. The accessory unit is designed to look like a barn, which fits in with the existed architecture. We are also working closely with Historic Preservation on the design.

e. ii. The parking spaces will remain the same, sitting well off the road and they are screened from adjacent properties by vegetation

f. I, the owner, will be living full-time in the primary residence

g. The driveway can accommodate at least four cars is parking spaces are 9' x18' (see plot plan)

The accessory dwelling unit is discrete and will be in keeping with the residential neighborhood.

In regards to the Standards, I believe that the conditional use permit should be granted because:

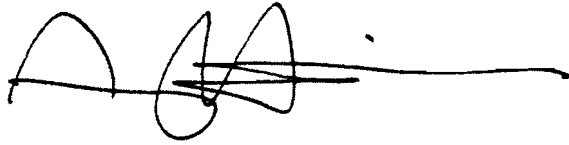
1. In an R2 zone, an accessory dwelling of this size is not unique or distinctive and there exist many precedents for it in the City of Portland.

2. Because the accessory dwelling is in a residential neighborhood and will not be used full-time, but only occasionally, there will be no adverse impact on the health, safety, or welfare of the public or the surrounding area.

3. The accessory dwelling will be small and low-key, and because it's a living space, it does not differ in use from other homes in the residential neighborhood.

Also attached are the plot plan, floor plans, tax map, photos of the property, and the sales agreement. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Ayumi Horie

PURCHASE AND SALE AGREEMENT

September 10, 2012 Offer Date

September 12, 2012 Effective Date Effective Date(s) defined in Paragraph 23 of this Agreement

1. PARTIES: This Agreement is made between Ayumi Horie ("Buyer") and Scott K. Lovejoy ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland County of Cumberland State of Maine, located at 1266 Westbrook Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6751 Page(s) 124

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 stoves, sump pump and electrical fixtures are included with the sale except for the following: None

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: None

4. PERSONAL PROPERTY: The following items of personal property as viewed on August 20, 2012 are included with the sale at no additional cost, in "as is" condition with no warranties:

5. PURCHASE PRICE. For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 305,000.00 Buyer (X) has delivered; or will deliver to the Agency within NA days of the Offer Date, a deposit of earnest money in the amount \$ 10,000.00 If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ NA will be delivered Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Pleasant River Properties ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 11, 2012 (date) Noon AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. 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.

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 November 16, 2012 see 26B (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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 275 Dillingham Hill Rd. Auburn, ME 04210

BUYER Ayumi Horie DATE 1/16/12 BUYER \_\_\_\_\_ 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 35 Courtyard St. Bethel, ME 04216

SELLER Scott K. Lovejoy DATE 1/16/12 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions: Removed Condition SICL 9-11-2012

~~... the buyer must accept the price within the 35 day period, seller has the right to accept.~~

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

SELLER Scott K. Lovejoy DATE 1/16/12 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

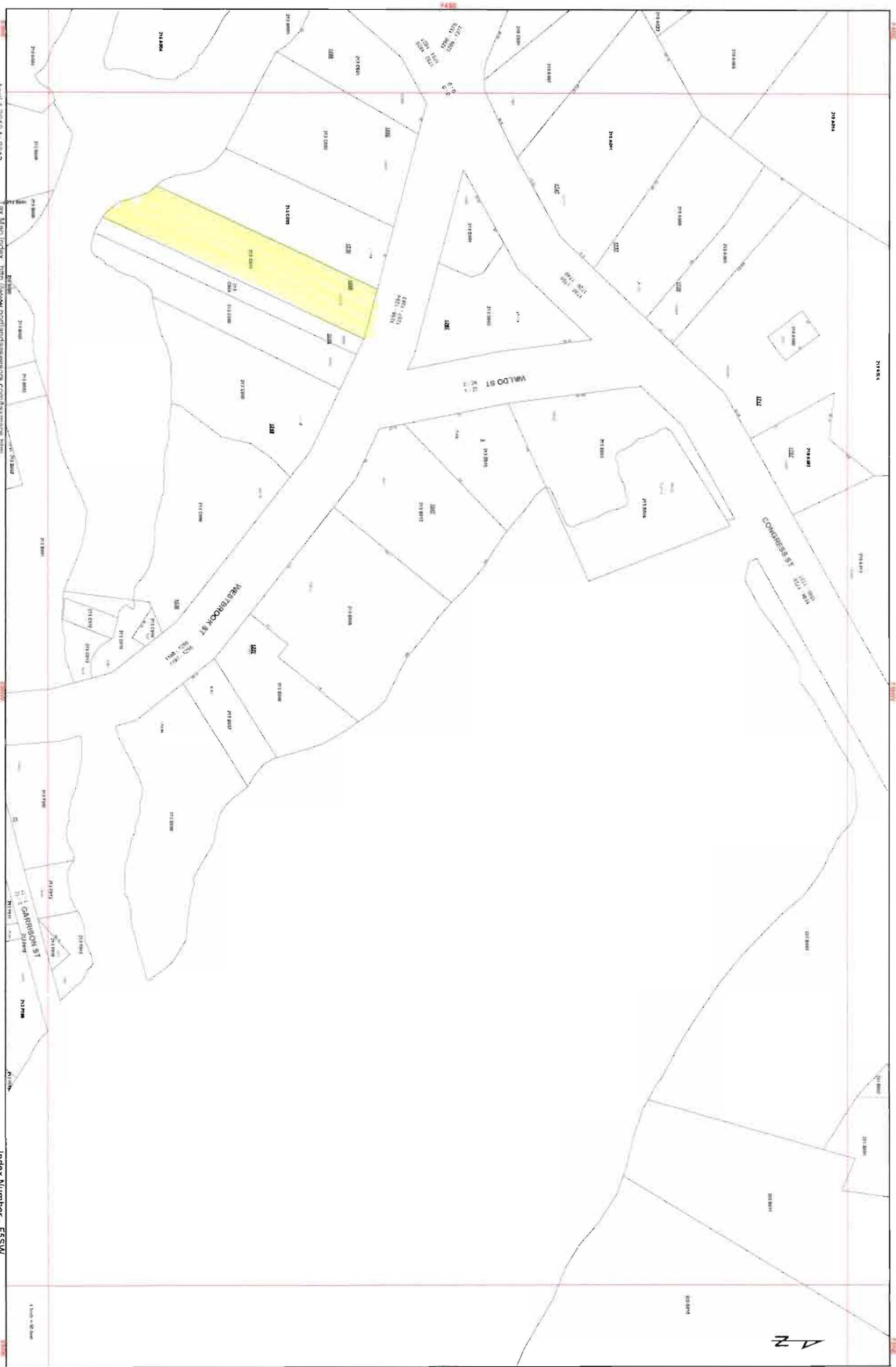
EXTENSION

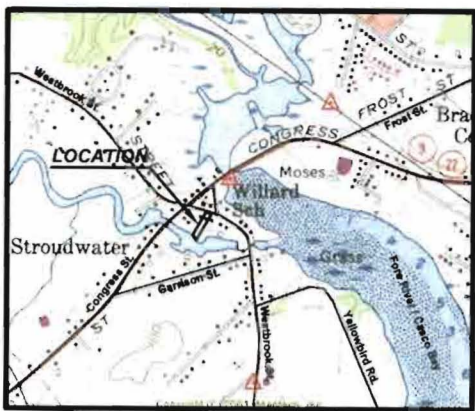
The closing date of this Agreement is extended until \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_





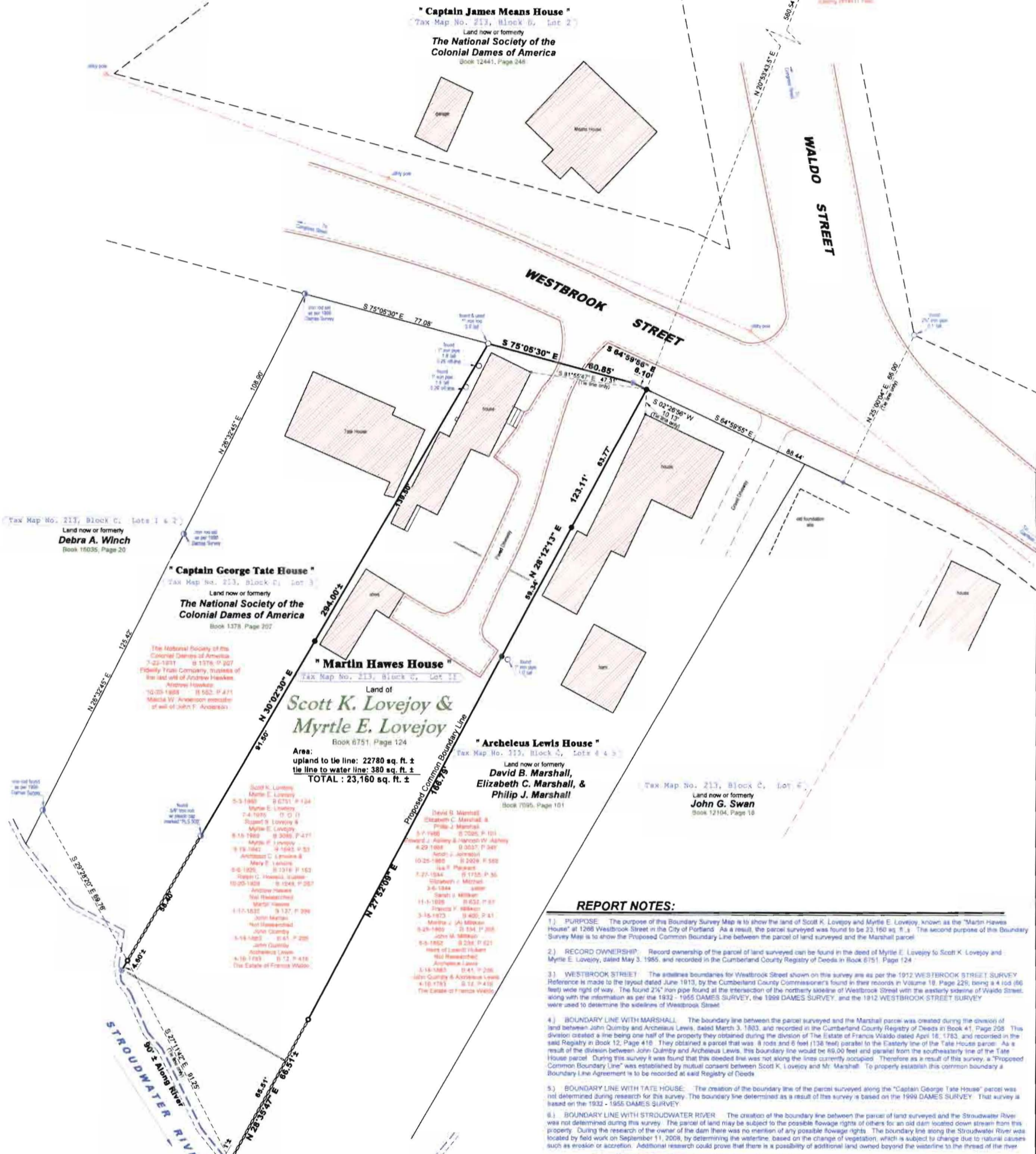


LOCATION MAP:  
SCALE 1" = 1,000' ±



**Symbols:**

- Set 5/8" iron rod (top) with 2" aluminum cap marked "LAND SURVEY MONUMENT SET BY ROBERT A. YARUMIAN PLS 1303"
- Set 1/4" iron rod with 2" aluminum weather marked "LAND SURVEY MONUMENT SET BY ROBERT A. YARUMIAN PLS 1303"
- ◊ Angle or corner point nothing found or set
- ⊙ Found iron Rod & Cap (as noted)
- ⊙ Found iron Rod or Pipe (as noted)
- Boundary line of Parcel surveyed
- - - Other Measured Line
- Tie Line
- - - Abutters Boundary Line (Approx.)
- - - Former Deed Line
- Waterline
- Edge of Paved Road
- Bearings and Distances of Parcels surveyed
- Other Measured Bearings and Distances
- Tax Map and Lot Numbers
- Abutters Name and Address
- Deed References



**BOUNDARY SURVEY MAP**  
FOR  
**Scott K. Lovejoy & Myrtle E. Lovejoy**  
OF THE  
**"Martin Hawes House"**  
LOCATED AT  
**1266 WESTBROOK STREET**  
IN THE  
**VILLAGE OF STROUDWATER, CITY OF PORTLAND,  
COUNTY OF CUMBERLAND, STATE OF MAINE**  
BY  
**MAINE BOUNDARY CONSULTANTS**  
Professional Land Surveyors  
**ROBERT A. YARUMIAN II, PLS**  
MODERATION CENTER, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67,  
BUXTON, MAINE 04095-0067  
July 24, 2009 Scale 1" = 20'

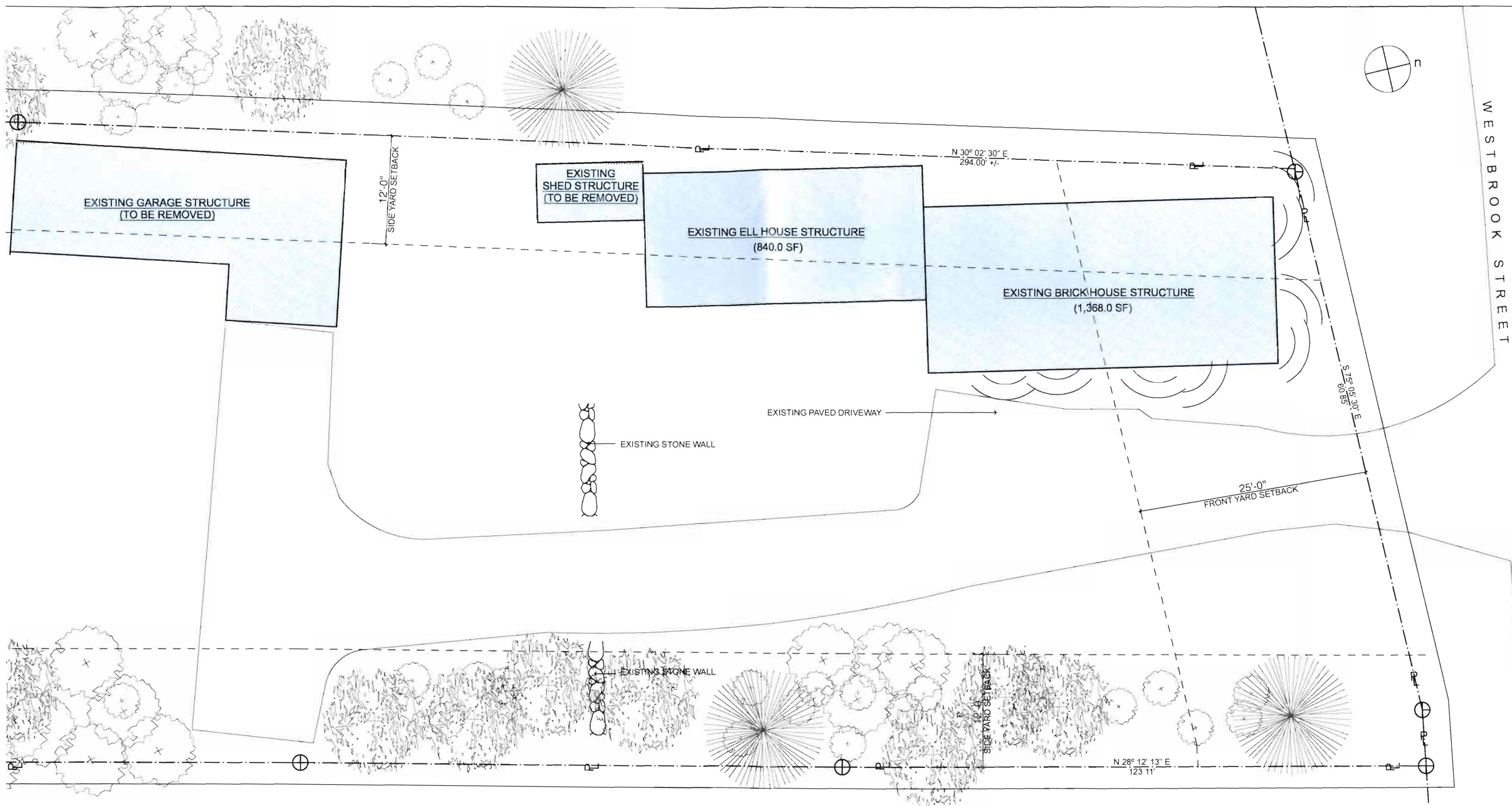
CUMBERLAND, ss REGISTRY OF DEEDS  
Received June 17, 2011  
at 9 h 29 m A.M. and  
Filed in Plan Book 211 page 155  
ATTEST:  
Register

**REPORT NOTES:**

- PURPOSE:** The purpose of this Boundary Survey Map is to show the land of Scott K. Lovejoy and Myrtle E. Lovejoy, known as the "Martin Hawes House" at 1266 Westbrook Street in the City of Portland. As a result, the parcel surveyed was found to be 23,160 sq. ft. The second purpose of this Boundary Survey Map is to show the Proposed Common Boundary Line between the parcel of land surveyed and the Marshall parcel.
- RECORD OWNERSHIP:** Record ownership of the parcel of land surveyed can be found in the deed of Myrtle E. Lovejoy to Scott K. Lovejoy and Myrtle E. Lovejoy, dated May 3, 1995, and recorded in the Cumberland County Registry of Deeds in Book 6751, Page 124.
- WESTBROOK STREET:** The sidewalk boundaries for Westbrook Street shown on the survey are as per the 1912 WESTBROOK STREET SURVEY. Reference is made to the layout dated June 1913, by the Cumberland County Commissioner's found in their records in Volume 19, Page 225, being a 4 foot (80 feet) wide right of way. The found 2 1/2" iron pipe found at the intersection of the northern sidewalk of Westbrook Street with the eastern sidewalk of Waldo Street, along with the information as per the 1932 - 1955 DAMES SURVEY, the 1959 DAMES SURVEY, and the 1912 WESTBROOK STREET SURVEY were used to determine the sidewalk of Westbrook Street.
- BOUNDARY LINE WITH MARSHALL:** The boundary line between the parcel surveyed and the Marshall parcel was created during the division of land between John Quimby and Archelaus Lewis, dated March 3, 1833, and recorded in the Cumberland County Registry of Deeds in Book 41, Page 208. This division created a line being one half of the property they obtained during the division of The Estate of Francis Waldo dated April 18, 1783, and recorded in the said Registry in Book 12, Page 416. They obtained a parcel that was 8 rods and 6 feet (136 feet) parallel to the easterly line of the Tate House parcel. As a result of the division between John Quimby and Archelaus Lewis, this boundary line would be 89.00 feet and parallel from the southeasterly line of the Tate House parcel. During this survey it was found that this needed line was not along the lines currently occupied. Therefore as a result of this survey, a "Proposed Common Boundary Line" was established by mutual consent between Scott K. Lovejoy and Mr. Marshall. To properly establish this common boundary a Boundary Line Agreement is to be recorded at said Registry of Deeds.
- BOUNDARY LINE WITH TATE HOUSE:** The creation of the boundary line of the parcel surveyed along the "Captain George Tate House" parcel was not determined during research for this survey. The boundary line determined as a result of this survey is based on the 1959 DAMES SURVEY.
- BOUNDARY LINE WITH STROUDWATER RIVER:** The creation of the boundary line between the parcel of land surveyed and the Stroudwater River was not determined during this survey. The parcel of land may be subject to the possible flowage rights of others for an old dam located down stream from this property. During the research of the owner of the dam there was no mention of any possible flowage rights. The boundary line along the Stroudwater River was located by field work on September 11, 2008, by determining the waterline, based on the change of vegetation, which is subject to change due to natural causes such as erosion or accretion. Additional research could prove that there is a possibility of additional land owned beyond the waterline to the thread of the river.
- 1932 - 1955 DAMES SURVEY:** Reference is made to the "Plan of property at Stroudwater Portland, ME made for Colonial Dames of America" dated August 1932, and other plan revised February 1955 and the worksheet, by E. C. Jordan & Co., on file at Owen Haskell, Inc.
- 1912 WESTBROOK STREET SURVEY:** Reference is made to Sheet 1 and 2, of the "Plan of Relocation of Westbrook Street from Waldo Street" dated May 1912, by C.W. Fenn, as found in the City of Portland's Engineer's records in File Number 185-2.
- 1959 DAMES SURVEY:** Reference is made to the "Standard Boundary Survey made for The Colonial Dames of America," dated September 13, 1959, by John P. Cyr PLS # 509, of Owen Haskell, Inc.
- 2001 MARSHALL SURVEY:** Reference is made to the "Boundary Plan Showing Improvements of 1255 Westbrook Street Portland, Maine for Elizabeth C. Marshall," dated November 14, 2001, by Robert T. Greenawald PLS # 2303, of Back Bay Boundary, Inc. During this survey we determined that the boundary line between the Lovejoy parcel and the Marshall parcel as shown on the 2001 Marshall Survey was incorrect.
- BLUE BOOK SHEETS:** Reference is made to the City of Portland's Engineer's Records Blue Book Sheets for Westbrook Street, Pages 9 and 10, being un-dated, as found in the City of Portland's Engineer's records.
- BASIS OF BEARING:** The basis of bearing for this map is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Contig) Epoch 2002, determined by using GPS (Global Positioning System) observation using a Sokkia Station GPS receiver at a base point, being an aluminum disk stamped "1893-12 1990", at a coordinate of NORTH: 300817.0779, EAST: 2914511.7490. A tie line for mathematical purposes from the base point to the set iron rod and cap at the northwesterly corner of the parcel, at a coordinate of NORTH: 300393.4004, EAST: 2914311.8240, is S 20°53'43" W, and 560.54 feet. The observed 2009 Magnetic Meridian, determined by hand compass, was found to be 16°00' a west of GRID NORTH.

THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, RULES, OF APRIL 2001, CHAPTER 90, "STANDARDS OF PRACTICE."  
ROBERT A. YARUMIAN II, PLS 1303 DATE

T1-A



SITE PLAN (EXISTING CONDITIONS)



**Horie Residence - Artist's Studio & Retreat**

1266 Westbrook  
Portland, Maine



**Whitten Architects**

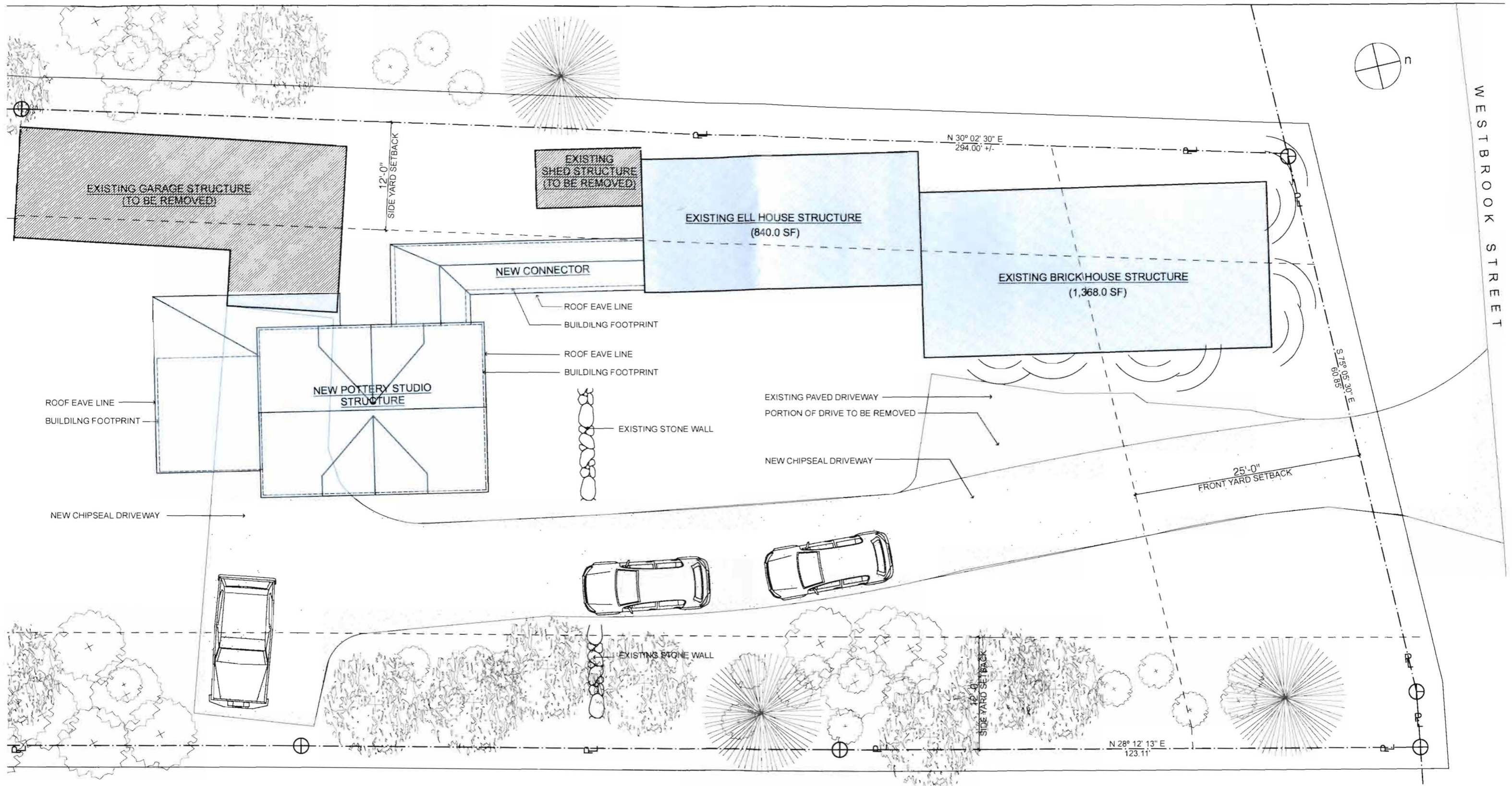
37 Silver Street  
Portland, Maine 04101  
Phone: 1-207-774-0111

Date: 10.24.12

Drawing: CONCEPT SITE PLAN

**T1-B**



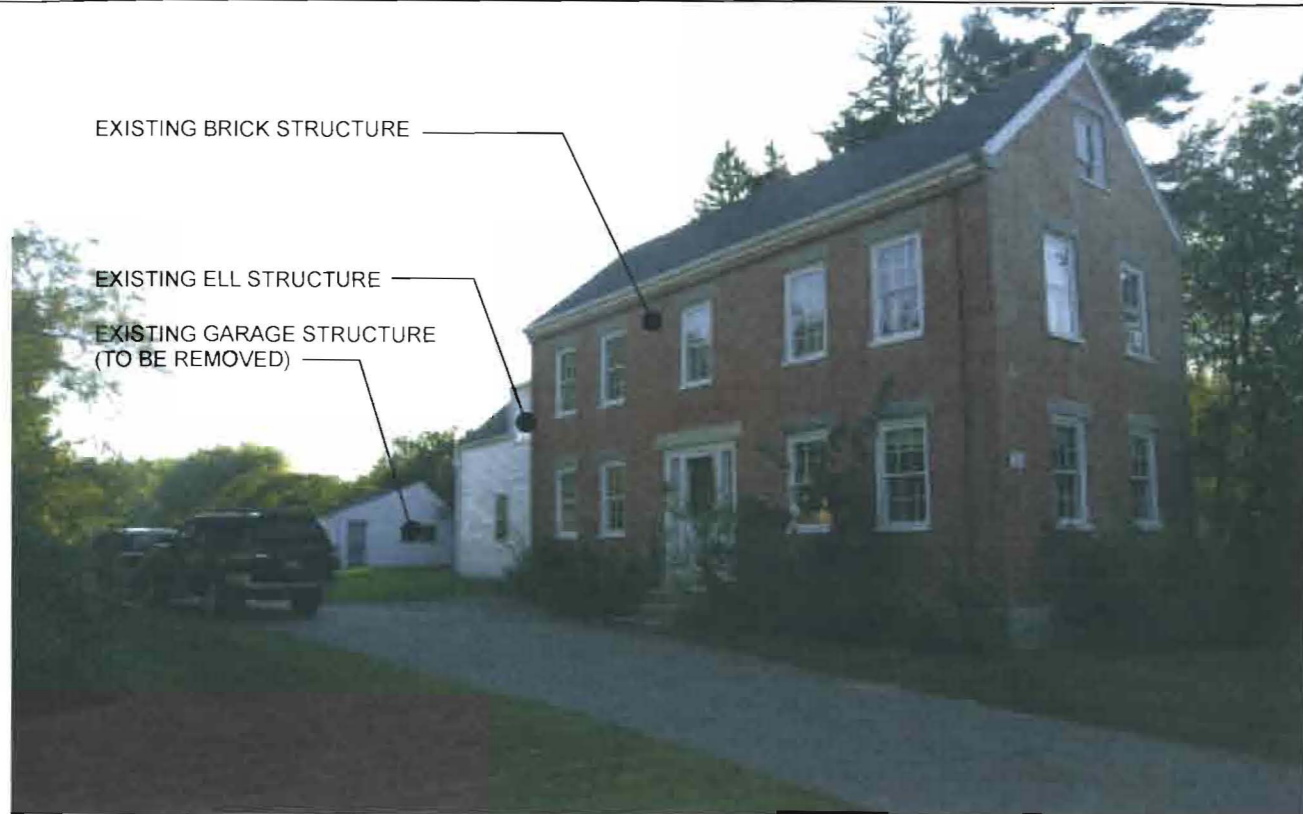


**Horie Residence - Artist's Studio & Retreat**  
 1266 Westbrook  
 Portland, Maine

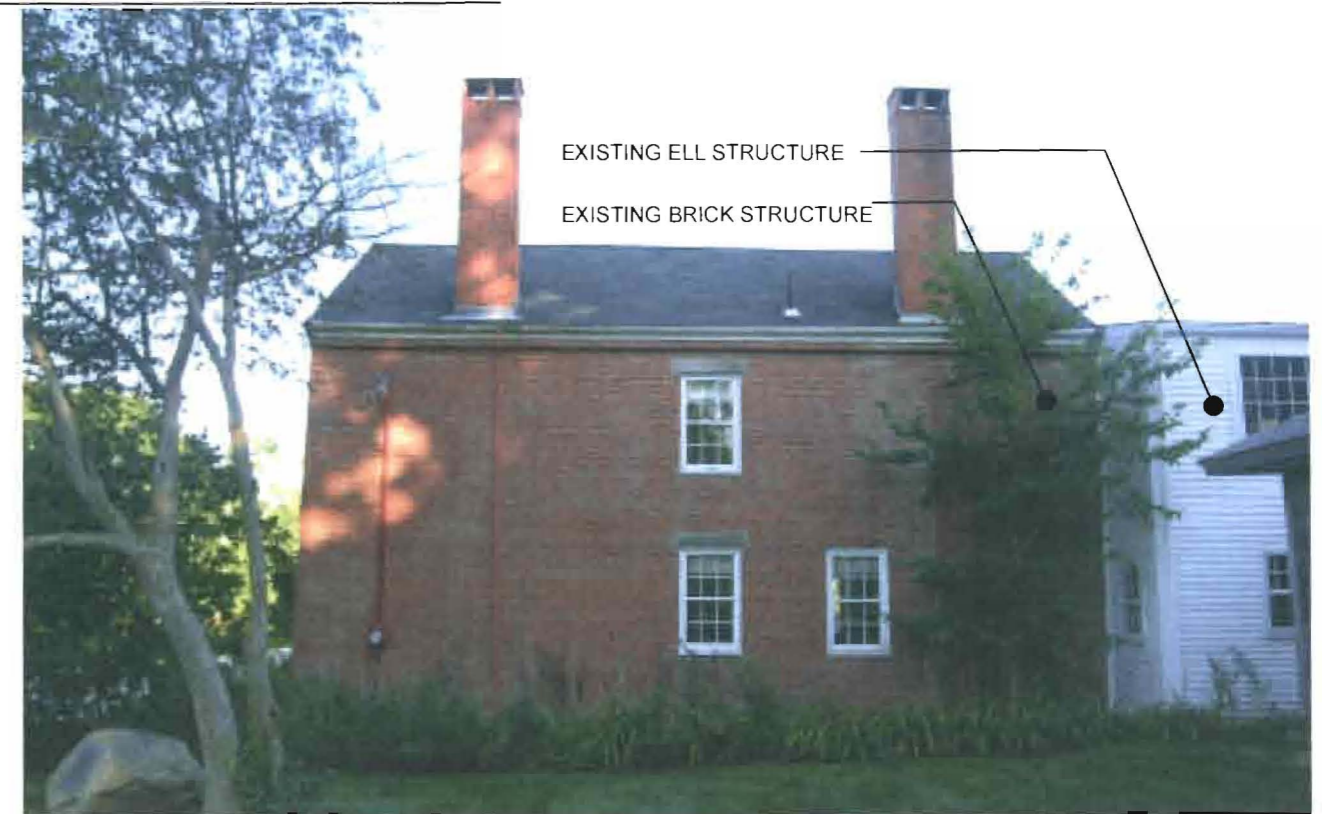
**Whitten Architects**  
 37 Silver Street  
 Portland, Maine 04101  
 Phone: 1-207-774-0111

Date: 10.24.12  
 Drawing: CONCEPT SITE PLAN

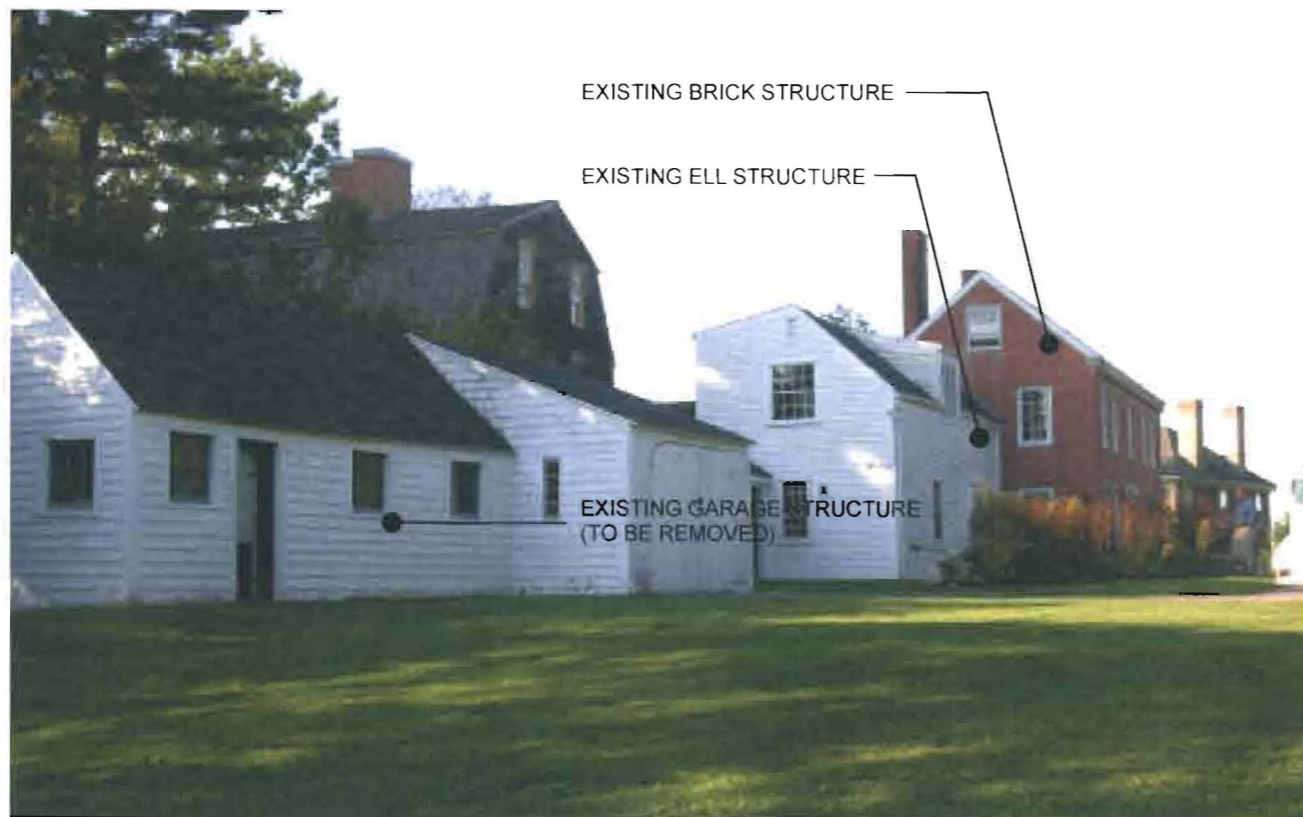
**T1-C**



SITE PHOTOGRAPH (NORTHEAST CORNER)



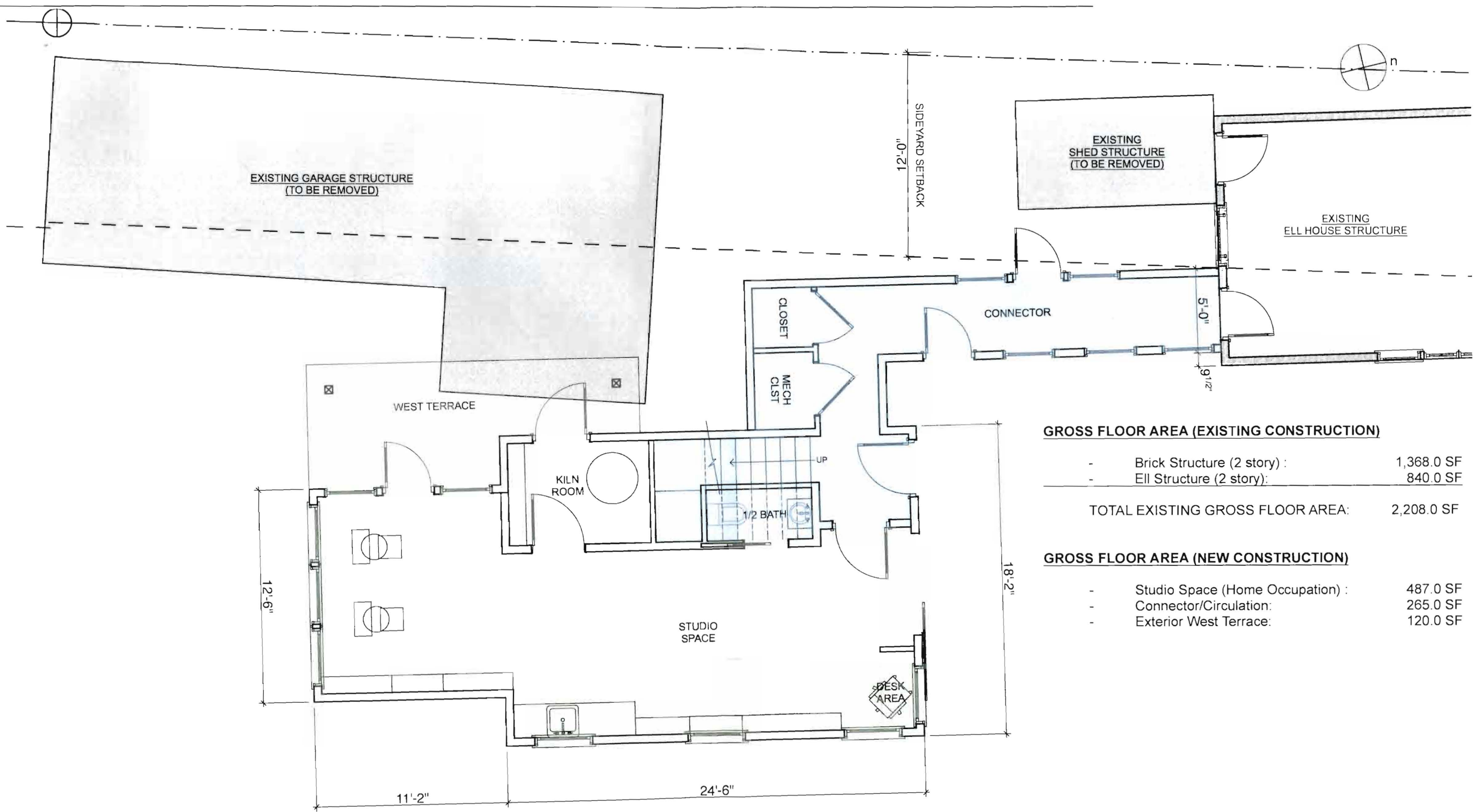
SITE PHOTOGRAPH (WEST ELEVATION)



SITE PHOTOGRAPH (SOUTHEAST CORNER)



SITE PHOTOGRAPH (EAST ELEVATION)



**GROSS FLOOR AREA (EXISTING CONSTRUCTION)**

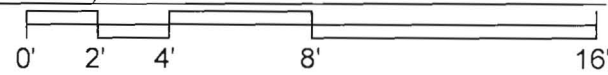
-	Brick Structure (2 story) :	1,368.0 SF
-	Ell Structure (2 story):	840.0 SF
TOTAL EXISTING GROSS FLOOR AREA:		2,208.0 SF

**GROSS FLOOR AREA (NEW CONSTRUCTION)**

-	Studio Space (Home Occupation) :	487.0 SF
-	Connector/Circulation:	265.0 SF
-	Exterior West Terrace:	120.0 SF

FLOOR PLAN (MAIN LEVEL)

3/16" = 1' - 0"



**Horie Residence - Artist's Studio & Retreat**

1266 Westbrook  
Portland, Maine



**Whitten Architects**

37 Silver Street  
Portland, Maine 04101  
Phone: 1-207-774-0111

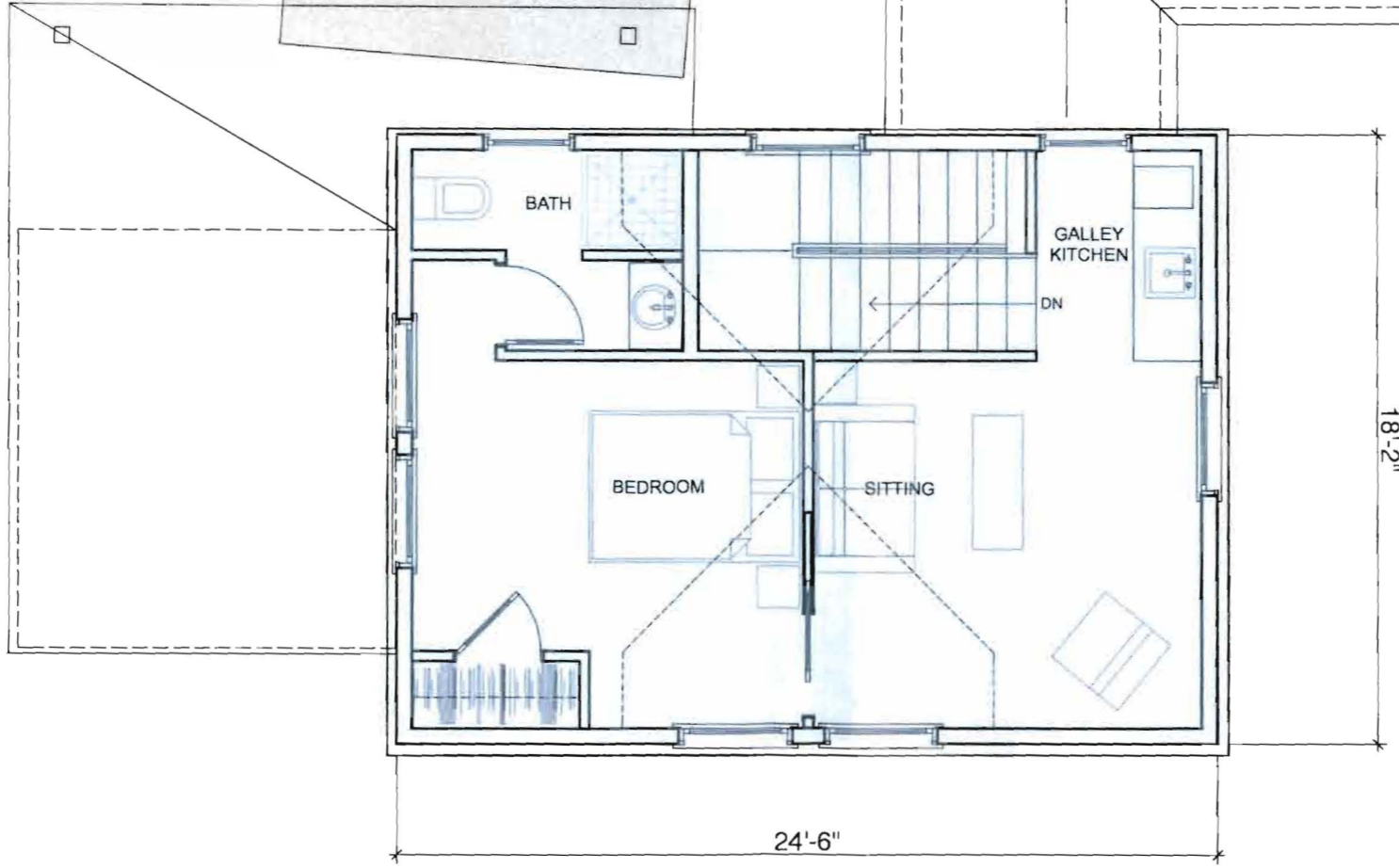
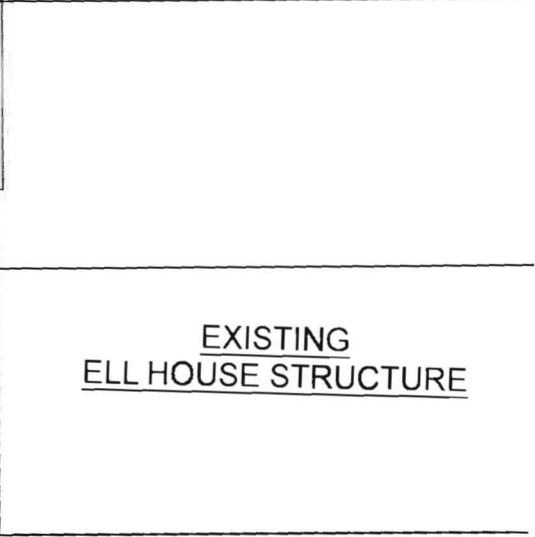
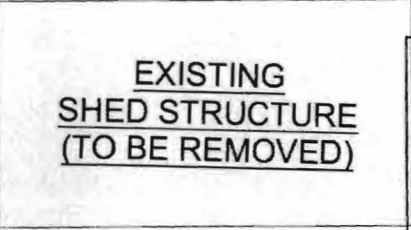
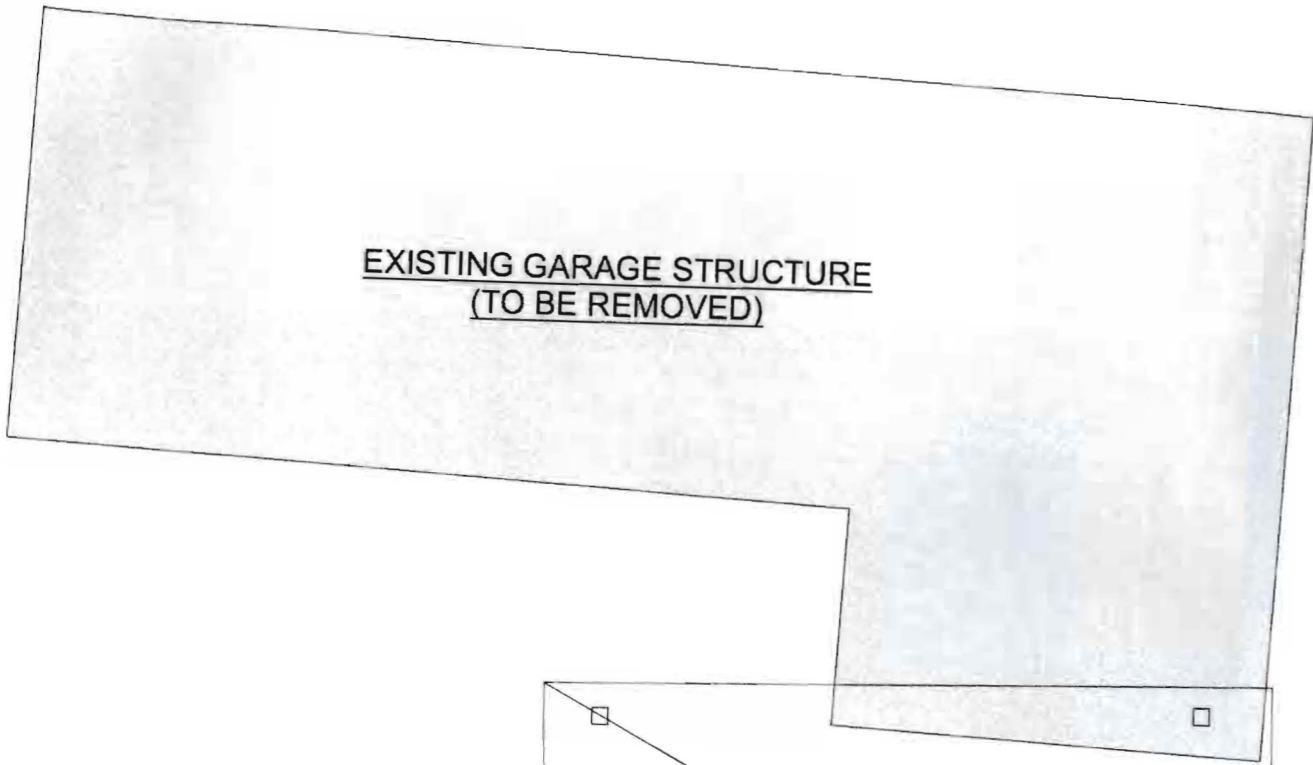
Date:

10.24.12

Drawing:

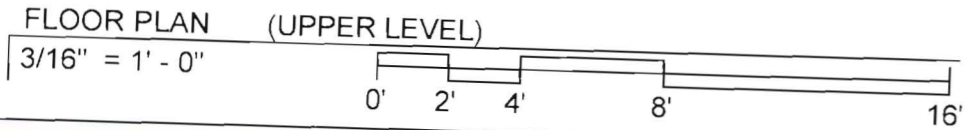
CONCEPT FLOOR PLAN

**T1-E**



**GROSS FLOOR AREA (NEW CONSTRUCTION)**

- Studio Apartment (Dwelling Unit) : 445.0 SF



**Horie Residence - Artist's Studio & Retreat**  
1266 Westbrook  
Portland, Maine

 **Whitten Architects**  
37 Silver Street  
Portland, Maine 04101  
Phone: 1-207-774-0111

Date: 10.24.12  
Drawing: CONCEPT FLOOR PLAN

**T1-F**