Inspection Services
P. Samuel Hoffses
Chief

Planning and Urban Development
Joseph E. Gray Jr.
Director

# CITY OF PORTLAND

February 24, 1995

RE: 100 Florida Avenue

Ms. Deborah L. Flanagan
35 Berry Avenue
Portland, ME 04103

Dear Ms. Flanagan,

As you know, at its meeting of February 23, 1995, the Board of Appeals voted to permit a change of use of the above-named property from a single family dwelling to a single family dwelling with family day care facilities for twenty four children. The Board imposed the conditions, however, that (1) operating hours be limited to 7 a.m. to 6 p.m., (2) a suitable fence to provide a visible barrier for the play area be built within a reasonable time frame and (3) that the amount of children be limited to twenty four instead of the twenty eight originally requested.

A copy of the Board's decision is enclosed.

Sincerely,

Marge Schmuckal
Asst. Chief of Inspection Services

/el

cc: Joseph E. Gray, Jr., Director of Planning and Urban Development
P. Samuel Hoffses, Chief of Inspection Services
David Jordan, Code Enforcement Officer
Elizabeth Farthing, Inc., 100 Florida Avenue, Portland 04103

February 13, 1995

Dear Board of Appeals:

I am aware that the purchaser, Deborah L. Flanagan, intends to use the property located at 100 Florida Ave, Portland, ME for a child care center. I am aware that she has requested a conditional use permit and will be at the zoning hearing on February 23rd, 1995.

Sincerely,

Michelle M. Dyer

Elizabeth Farthing, Inc.
by: Michelle M. Dyer
President

Attn: Liz Latini via facsimile
874-8716

D. Flanagan 797-8664

Inspection Services
P. Samuel Hoffses
Chief

Planning and Urban Development
Joseph E. Gray Jr.
Director

# CITY OF PORTLAND

February 9, 1995

RE: 100 Florida Avenue

Ms. Deborah L. Flanagan
35 Berry Ave.
Portland, ME 04103

Dear Ms. Flanagan:

Receipt of your application for a conditional use appeal to change the use of the vacant property located at the above named address from a single family dwelling to family day care facilities for twenty eight children, not owner occupied, is acknowledged.

This appeal will be scheduled for review before the Board of Appeals on Thursday evening, February 23, 1995, at 7:00 P.M. in Room 209, City Hall, Portland, Maine. You must plan to attend to answer any questions which the Board members may have concerning this appeal.

We will send you a copy of the February 23rd agenda as soon as copies become available for distribution.

Sincerely,

Marge Schmuckal

Marge Schmuckal
Asst. Chief of Inspection Services

/el

cc: John C. Knox, Chairman Board of Appeals
Joseph E. Gray, Jr., Director of Planning and Urban Development
P. Samuel Hoffses, Chief of Inspection Services
Charles A. Lane, Associate Corporation Counsel
David Jordan, Code Enforcement Officer
Elizabeth Farthing, Inc., 100 Florida Ave., Portland 04103

Deborah L. Flanagan
35 Berry Avenue
Portland, Maine 04103

February 7, 1995

Dear Board of Appeals,

I am writing to request a conditional use permit for a child care center. I have been operating a child care home with 12 children since September, 1992, and would like to increase enrollment to 28 children and relocate to 100 Florida Ave, Portland.

I have enclosed the requested floor plan, lot plan, and photo of the house, and a copy of the purchase and sales agreement. Please let me know if any additional information is required.

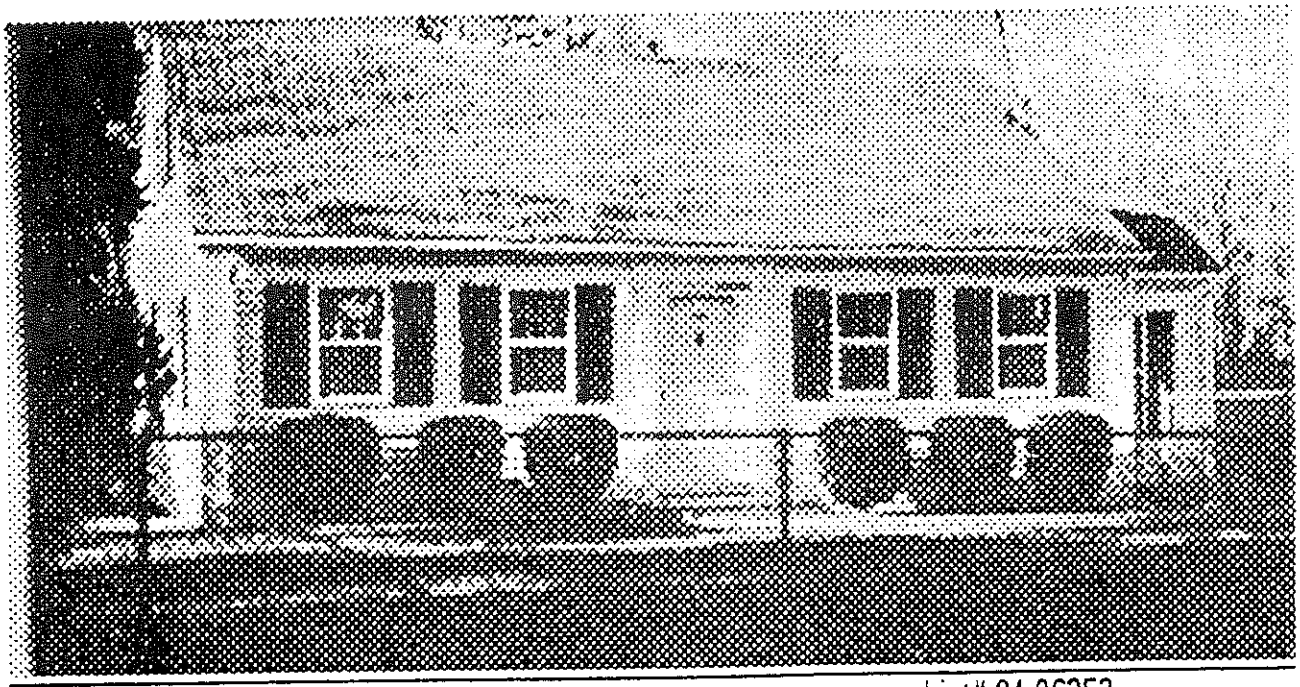
Thank you for considering my request.

Sincerely,

Deborah L. Flanagan

Deborah L. Flanagan

PIC# 0044 CAPE



Addr 100 FLORIDA AVENUE List# 94 06252
Town PORTLAND Age 50+ Area 10
Dir: WASHINGTON AV TO MAINE AVE LFT ON RAY;L ONTO*

| Rms | Brs | Bths | Fr | Fpl | Garage | Taxes$ 1130 | Lot Size |
|---|---|---|---|---|---|---|---|
| 5 | 3 | 1 | | 0 | | Tax Yr 94-95 | 9700+- |

| Bsmt | Heat/Fuel | H.W.ater | Book# 8987 | Wtr.Frt |
|---|---|---|---|---|
| SLAB | FHW/CIBB | OFF/F | Page# 340 | Rd.Frt 60+ |

| | 1ST | 2ND | | | | | |
|---|---|---|---|---|---|---|---|
| | | | { X }P.Water | { X }Sew. | { }Hood | { }Stove |
| LR | X | | { }DgWater | { }Sept. | { }Fan | { }Ref. |
| DR | | | { }Dr Well | { }Cspl. | { }Disp | { }DWf. |
| Kit | X | | { }DrPt | { }Other | { }FS | { X }S&S. |
| BR | 3 | | { }Other | { }Gas | { }WS | { } |
| Bth | 1 | | DriveS. PAVD | Siding VINYL | | Amps100 |
| | | STR | Zone RES | Poss: TOT | | |
| | | | Excl.of 740 PAH | PH 799-2244 | | |
| | | | Owner ELIZABETH FARTHING | | | |

Remarks: *FLORIDA. COMPLETELY REMODELED. GLEAMING HDWD FLRS. NEW CARPET,NEW WINDOWS.VINYL SIDING. NEW ELECTRICAL. SHOWS BEAUTIFULLY. MOVE RIGHT IN. EASY TO SHOW. VACANT/LOCKBOX. SA 3.0BA3.0

Res Typ CAPE FndSz 24X30+11X19+8X15+- 920 sq ft. Clr WHITE

Buyer: Deborah L. Flanagan

# CONTRACT FOR THE SALE OF REAL ESTATE

February 2 19 95

RECEIVED of Deborah L. Flanagan of Portland hereinafter called the Purchaser, the sum of ($ 1,000.00 ) as earnest money and in part payment on account of the purchase price of the real estate at 100 Florida Avenue in the town/city of Portland in the County of Cumberland, State of Maine, and as recorded in the Registry of Deeds Book 8987 Page 340, currently owned by Elizabeth Farthing and described as follows:

single family dwelling on +/- 9700 s.f. lot of land

The following items to be included in the sale: All existing storm windows and screens, shades and/or blinds, shutters, curtain rods, electrical fixtures and

The TOTAL purchase price being ($74,000.00 ) Seventy four thousand and 00/100 DOLLARS

payment to be made as follows: $ 1,000.00 now as earnest money deposit
BALANCE IN CASH/BANK FUNDS AT CLOSING
$ TOTAL PURCHASE PRICE

Said earnest money is received and held by the Broker (named below), subject to the following conditions:

1. That ERA Tom Tinsman Associates (the Broker), shall hold said earnest money and act as escrow agent until transfer of title; that one days shall be given for obtaining the Seller's acceptance; and, in the event of the Seller's non-acceptance, this earnest money shall be promptly returned to the Purchaser.
2. That a good and sufficient deed showing marketable title shall be delivered to the Purchaser, and it is agreed that this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within 45 days from the Effective Date of this contract. Should the title prove defective, however, then the Seller shall have a reasonable time after due notice of such defect or defects to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, after such time, the defect or defects are not corrected so that there is a marketable title, then the Purchaser may, at his option, withdraw said earnest money and be relieved from all obligations hereunder.
3. 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 and shall be subject to applicable building and land use laws and regulations.
4. That full possession shall be given **IMMEDIATELY** upon transfer of title, unless otherwise agreed to in writing by both Purchaser and Seller.
5. The following items shall be pro-rated as of transfer of title:
   Real estate taxes for the fiscal year in the town of Portland. Seller is responsible for any unpaid taxes for prior years. Electricity yes X no ; Fuel yes X no ; Water yes X no ;
   Sewer yes X no ; Rents yes n/a no ; Assoc. fees yes n/a no ; Other .
6. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.
7. The risk of loss or damage to said premises by fire or otherwise, until transfer of title is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this contract reasonable wear and tear excepted unless otherwise stated.
8. This contract is subject to an approved CEI/SBA business mortgage loan of 95 % of the purchase price, at an interest rate not to exceed ~~prime~~ plus 2.75 % and amortized over a period of not less than 25 years.
   a. The Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within seven (7) days of the Effective Date of this contract. The Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this contract.
   b. This contract is subject to a written statement from the lender within fifteen (15) days of the Effective Date indicating that the Purchaser has made application and that based upon the information given and subject to verification, is qualified for the loan requested. Final loan approval shall be obtained within 40 days of the Effective Date of this contract. If either of these loan approvals is not obtained within said time periods, this contract shall be null and void and the earnest money shall be promptly returned to the Purchaser.
9. The Seller agrees to pay up to 2% in closing costs or points, which may be required by the lender for the above requested mortgage.
10. The Purchaser is encouraged to seek information from professionals regarding any specific issue or concern. It is recommended that the Purchaser have the following inspections.
    This contract is subject to the following inspections with results being satisfactory to the Purchaser:

| TYPE OF INSPECTION | YES | NO | RESULTS REPORTED TO SELLER |
|---|---|---|---|
| a. General Building | X | | Within 10 days |
| b. Sewerage disposal | | | Within days |
| c. Radon Air Quality | X | | Within 10 days |
| d. Radon Water Quality | | | Within days |
| e. Asbestos | | | Within days |
| f. Lead Paint | X | | Within 10 days |
| g. Furnace | X | | Within 10 days |
| h. Chimney | | | Within days |
| i. Other | | | Within days |

All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection is unsatisfactory to the Purchaser, he may, **by notifying the Seller in writing within the specified number of days,** declare this contract null and void and any earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser with respect to that inspection. In the absence of the inspections listed above, the Purchaser is relying completely upon his own opinion as to the condition of the property.

11. If the water supply to the premises is private, Seller, at his expense, will supply a recent satisfactory New Water Supply test conforming to the requirements of the State Bureau of Health and/or lending institution within N/A days of the Effective Date of this contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to the Purchaser. If the results are unacceptable to the Purchaser, he may, **by notifying the Seller in writing within three (3) days after receiving the test results**, declare this contract null and void and the earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that the water test results are unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser.

12. The Purchaser acknowledges receipt of Seller's written disclosures regarding: Water Source yes X no ____; Sewage Disposal yes X no ____; Insulation yes X no ____; Hazardous Waste yes X no ____; Other yes X no ____. If any of the above items is marked "NO", this contract is subject to the Purchaser receiving and approving that information within five (5) days of the Effective Date of this contract.

13. If the Purchaser fails to make either of the payments, or any part thereof, or to perform any of the covenants on his part made or entered into, this contract, at the option of the Seller, shall be terminated and the Purchaser shall forfeit said earnest money and the same shall be retained by the Seller as liquidated damages. In the event of default by either party, the escrow agent will not return the earnest money to the Purchaser or Seller without written releases from both parties.

14. Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

15. This contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

16. The Purchaser acknowledges that he has been informed by the Broker that the Broker(s) is acting as the Seller's agent in this transaction and that the Broker(s) makes no warranties of any kind regarding the condition, permitted use or value of the Seller's real or personal property.

17. This contract completely expresses the obligation of the parties and this contract is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not contained in this contract made by the other or on his behalf.

18. This agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument.

19. This contract is subject to a zoning variance to allow for a childcare center for up to 28 children in the property, by February 24, 1995.

20. This contract is subject to licensing as a childcare center for up to 18 children within 30 days.

21. Property will continue to be marketed and shown for the purpose of obtaining back-up offers.

**WHEN FULLY EXECUTED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.** A COPY OF THE CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

I hereby agree to purchase the above described property at the price and upon the terms and conditions set forth.

Karen W. Dunfey 2/2/95 — Witness / Date
Deborah L. Flanagan 004-64-8002 — Purchaser / Soc. Sec. #

Witness / Date — Purchaser / Soc. Sec. #

I/We hereby accept the offer and agree to deliver the above described property at the price and upon the terms and conditions above stated. I/We further agree to pay the Broker as commission for his services 6 percent of the purchase price. I/We hereby direct the fiduciary handling the transfer of title to pay broker the above amount, in full, immediately upon transfer of title. In the event said earnest money is forfeited by the Purchaser, one-half thereof shall go to the broker and the remainder to me/us, provided, however, that the Broker's portion shall not exceed the full amount of the commission specified.

Paul A. Haas 2/4/95 — Witness / Date
Michelle Dugan 01-0470206 — Seller President Elizabeth Building Inc. ~~Soc. Sec. #~~ Fed. ID #

Witness / Date — Seller / Soc. Sec. #

Broker — Co-Broker

Effective Date *(Final Acceptance Date)* .....

EXTENSION

The time for the performance of this contract is extended until .....

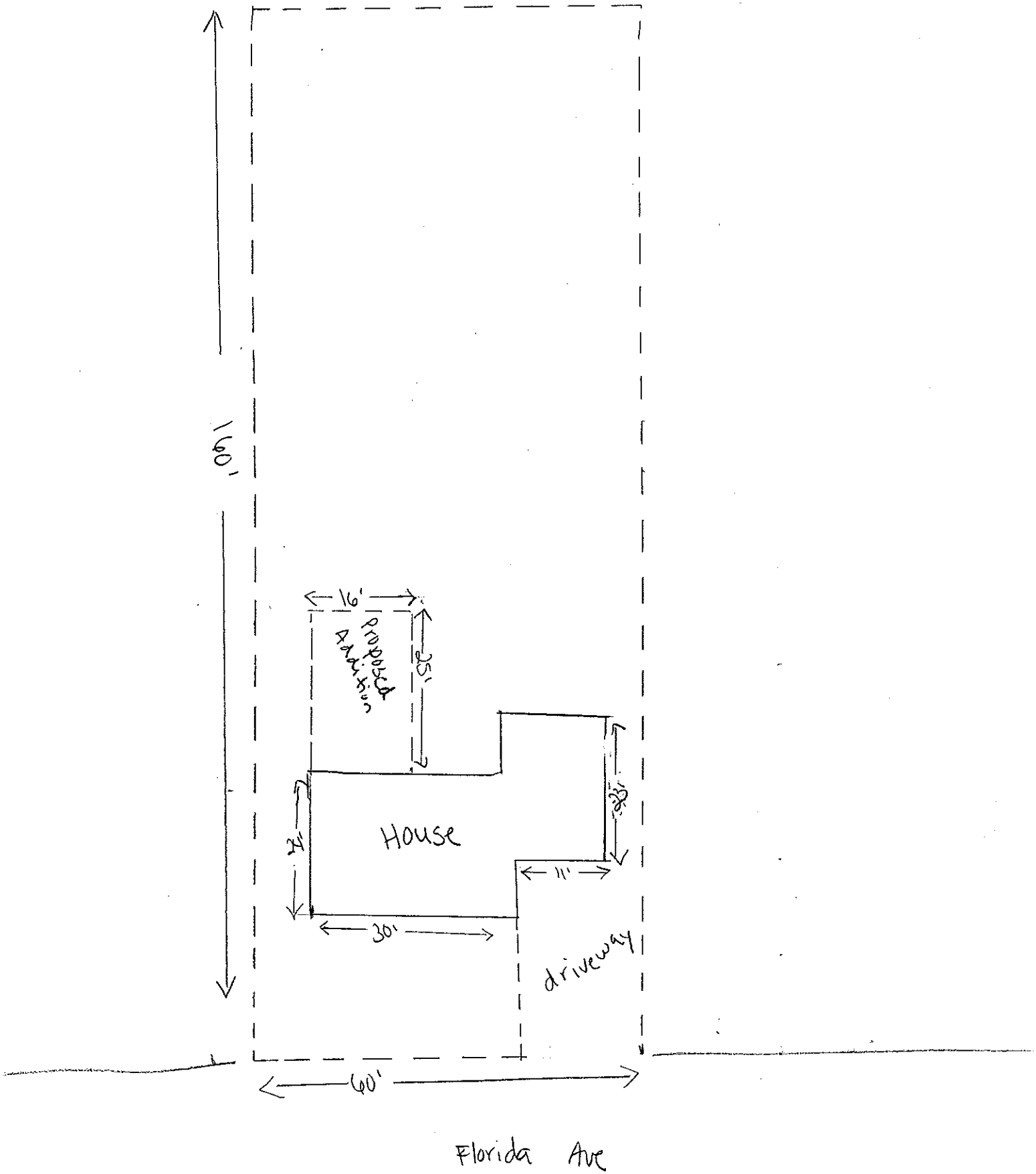
Witness our hands this ..... day of ..... 19 .....

Purchaser — Seller

Purchaser — Seller

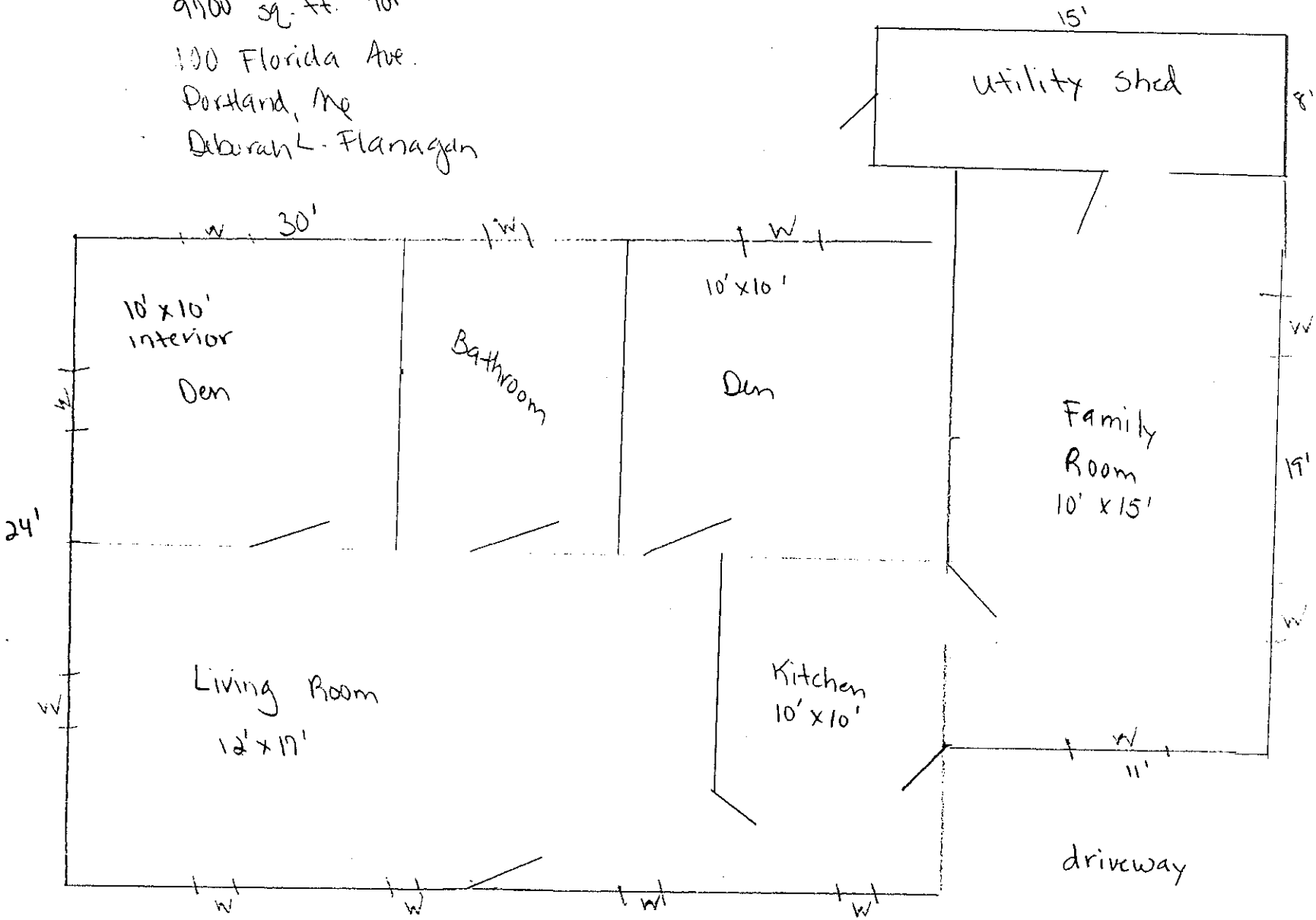
BAL FORM #C2 Rev. 5/92

Portland, Me
Plot Plan



Yard completely fenced in.
9700 sq. ft. lot

100 Florida Ave.
Portland, Me
Deborah L. Flanagan



CITY OF PORTLAND, MAINE

BOARD OF APPEALS

CONDITIONAL USE APPEAL

DECISION

Name and address of applicant: Ms. Deborah L. Flanagan

35 Berry Ave.

Location of property under appeal: 100 Florida Ave.

For the Record

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

Deborah Flanagan (P)
Charles Arey (opp)
Shelley McDonald (opp)
Carol Freeland (opp)
John Morin (opp)
Archie Vandelsen (opp)

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

Findings of Fact

1. The proposes conditional use is/is not (circle one) permitted under Section 14-68(4)(c) of the Zoning Ordinance, for the following reason(s):

2. The proposed conditional use does/does not (circle one) meet all special standards, conditions or requirements, if any, applicable thereto, for the following reason(s):

3-A. There are/are not (circle one) unique or distinctive characteristics or effects associated with the proposed conditional use, for the following reason(s):

3-B. There will/will not (circle one) be an adverse impact on the health, safety or ~~welfare~~ of the public or the surrounding area, for the following reason(s): _____

_____

3-C. The impact does/does not (circle one) differ substantially from the impact which ~~would~~ normally occur from such a use in this zone, for the following reason(s): _____

_____

_____

_____

_____

_____

Conclusion*

After public hearing on 2-23-95, and for the reasons above-stated, the accompanying application is hereby (check one)

_____ granted

✓ granted subject to the following condition(s):

operating hours 7 am - 6 pm; build, within reasonable time, a suitable fence to provide a visible barrier for the play area.

_____ denied.

Dated: 2-23-95

Secretary of the Board

*The application may be denied only if either the finding for #1 or 2 above is in the negative or the findings for #'s 3-A, 3-B and 3-C above are each in the affirmative.

CITY OF PORTLAND, MAINE

BOARD OF APPEALS

**CONDITIONAL USE APPEAL APPLICATION**

Applicant's name and address: Deborah L. Flanagan

35 Berry Ave. Portland Me 04103 797-8124

Applicant's interest in property (e.g., owner, purchaser, etc.):

Purchaser

Owner's name and address(If different): Same

Address of property and Assessor's chart, block and lot number:

100 Florida Ave Portland, Me

Zone: B-3 Present use: vacant

Type of conditional use proposed: child care center for 28 children

Conditional use authorized by: Section 14-88(4)(c)

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

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

Date: 2-9-95

Deborah L. Flanagan

Signature of Applicant

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;

(b) There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area; and

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

'1 Jersey Ave.
ortland, ME 04103

Paul D. & Vickie G. Conklin
12 Penn Ave.
Portland, ME 04103

Thomas E. Orr
Denise A. Willett
78 Vermont Ave.
Portland, ME 04103

Arlene W. Parker
Carole Parker Chiasson
117 Florida Ave.
Portland, ME 04103

Jeffrey J.
Ellen R. Hall
298 Ray St.
Portland, ME 04103

Kenneth J. Higgins
273 Harvard St.
Portland, ME 04103

Barbara A. Kempkes
13529 105th Ave. N.E.
Kirkland, WA 98034

Carole A. Ireland
105 Florida Ave.
Portland, ME 04103

Russell C. & Lucille M. Broad
101 Florida Ave.
Portland, ME 04103

Patti J. & Richard E. Anderson Jr.
97 Florida Ave.
Portland, ME 04103

Charles A. & Elizabeth T. McDonald
91 Florida Ave.
Portland, ME 04103

Laurence L. & Patricia A. Roe
156 Maine Ave.
Portland, ME 04103

41 Reagan Ln.
Portland, ME 04103

Elizabeth G. Knox
354 Ray St.
Portland, ME 04103

Rebekah Groves
352 Ray St.
Portland, ME 04103

Gladys A. & Kenneth V. Moody Jr.
346 Ray St.
Portland, ME 04103

Betty L. Denbow
340 Ray St.
Portland, ME 04103

Anna J. Aiken
336 Ray St.
Portland, ME 04103

John M. Scholz
334 Ray St.
Portland, ME 04103

Jay S. & Kimberly Butler
328 Ray St.
Portland, ME 04103

Doris and George Castonia
326 Ray St.
Portland, ME 04103

Laurine A. Coogins
356 Ray St.
Portland, ME 04103

Peter Heinold
333 Ray St.
Portland, ME 04103

Ronald I. & Donald C Church
352 Ray St.
Portland, ME 04103

403-A- 9 & 10
100 Florida Ave

402-H- 20 to 28
L- 1 to 7

403-A- all
403-C- ~~C~~ 3 & 4
403-D- 1 to 4 + 6 & 39
403-E 1, 2, 4
403-F- 1 & 7 to 15 & 17
(326 to 360 Ray St)

406-A- 14 to 18
B- 15 to 18 34 & 35
C- 16
H- all
N- 1, 2, 5, ~~7~~, 9 12

407- H- 51 to 59
407-K- 9 to 21 32 to 34
+ 41, 46 to 49 & 52, 53, 54

Judith A. Richard
80 Florida Ave.
Portland, ME 04103

Caroline M. Alton
86 Florida Ave.
Portland, ME 04103

Dorothy :M. & Richard Butler
92 Florida Ave.
Portland, ME 04103

Charles L. Arey
96 Florida Ave.
Portland, ME 04103

Ruth L. & Linwood J. Thaxter
100 Florida Ave.
Portland, ME 04103

Mary A. Amanda M. Alicia Packard
106 Florida Ave.
Portland, ME 04103

Eleanor L. Sapko
Sherry L. Allen
110 Florida Ave.
Portland, ME 04103

Prudence B. Berry
114 Florida Ave.
Portland, ME 04103

Myrtle W. Gailey
316 Ray St.
Portland, ME 04103

Donald A. & Linda D. Cole
313 Ray St.
Portland, ME 04103

Jane A. & Beth M. Guy
13 Penn Ave.
Portland, ME 04103

Fallbrook Condo Assoc.
7 Shady Lane
Falmouth, ME 04105

Peter R. & Kimberlay M. Findley
69 Florida Ave.
Portland, ME 04103

Barbara E. Thompson
65 Florida Ave.
Portland, ME 04103

Francis C. Berry
270 Summit St.
Portland, ME 04103

Wm. L. & Evelyn Densmore
143 Maine Ave.
Portland, ME 04103

Dorothy G. Howell
54 Florida Ave.
Portland, ME 04103

Jay M. & Michael J. Sr. Borlawsky
62 Florida Ave.
Portland, ME 04103

Alan C. Russell & Laura J. Washington
72 Florida Ave.
Portland, ME 04103

Joel & Jona S. Fitzpatrick
76 Florida Ave.
Portland, ME 04103

Diane M. & Richard C. Hayes
21 Martin Ave.
Scarboro, ME 04074

Bertha L. Judkins
P.O. Box 569
Wilton, ME 04294

George R. & Leola G. Lilly
11 Jersey Ave.
Portland, ME 04103

Paul D. & Vickie G. Conklin
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Portland, ME 04103

Ronald I. & Donald C Church
352 Ray St.
Portland, ME 04103

Lewis A. & Virginia A. Crabtreet
152 Maine Ave.
Portland, ME 04103

Dorothy M. Barron
170 Maine Ave.
Portland, ME 04103

Josephine Fiato
166 Maine Ave.
Portland, ME 04103

Kevin R. & Dawn M. Christy
160 Maine Ave.
Portland, ME 04103

Kelly A. Gagnon
304 Ray St.
Portland, ME 04103

Christine A. Dillon
173 Maine Ave.
Portland, ME 04103

Robert G. & Nancy Shaw
268 Ray St.
Portland, ME 04103

,Lloyd M. & Carole D. Bouchard
167 Maine Ave.
Portland, ME 04103

Gary R. & Martha F. Baldwin
163 Maine Ave.
Portland, ME 04103

David A. & Theresa D. Price
157 Maine Ave.
Portland, ME 04103

Scott G. & Annette L. Hutchins
151 Maine Ave.
Portland, ME 04103

Maria E. & Robert C. Allen
275 Ray St.
Portland, ME 04103

Eugene L. Rowe
295 Ray St.
Portland, ME 04103

Wm. D. & Antonetta S. Feeney
186 Maine Ave.
Portland, ME 04103

Debra Ann & James B. Mathews
12 Vermont Ave.
Portland, ME 04103

Mildred L. Brown
305 Ray St.
Portland, ME 04103

Gregory P. & Patricia A. Gelinas
124 Maine Ave.
Portland, ME 04103

Wm. Skerritt
Patricia Hayes
128 Maine Ave.
Portland, ME 04103

Greg W. & Donna M. Isherwood
75 Florida Ave.
Portland, ME 04103

Jill A. Stenger
138 Maine Ave.
Portland, ME 04103

Peter A. & Michelle Hedrich
142 Maine Ave.
Portland, ME 04103

Stephen J. & Mark A. Maloney
125 Middle Rd.
Cumberland Foreside, ME 04110

Eric W. Lunn
57 Florida Ave.
Portland, ME 04103

Joseph M. Sullivan
1160 Forest Ave.
Portland, ME 04103

| Name (PRINT) | Address & phone number | Signature |
|---|---|---|
| Charles H. McDonald | 91 Florida Ave 797-0556 | Charles H. McDonald |
| Colleen Elizabeth T McDonald | 91 Florida AVE 797-0556 | Colleen Elizabeth T McDonald |
| Patta Anderson | 97 Florida AVE. 797-6028 | Patta Anderson |
| Rick Anderson | 97 Florida AVE 797-6028 | Rick Anderson |
| Bill [illegible] | 111 Florida Ave. | [illegible] |
| Edith Arey | 96 Florida Ave. | Edith Arey |
| Kimberly Lindlay | 69 FLORIDA AVE | Kimberly Lindlay |
| CHARLES AREY | 96 FLORIDA AVE 797-[illegible] | Charles L. Arey |
| Mary Packard | 106 Florida Ave | Mary Packard |
| John M. John Morin | 106 Florida Ave | John M. |
| Dorothy Butler | 92 Florida Ave | 797 2719 |
| RICHARD M BUTLER | 92 FLORIDA, AVE 797-2719 | Richard M Butler |
| SUSAN J HARKINS | 70 FLORIDA AVE, 797-4707 | Susan J Harkins |
| Don HARKINS | 70 FLORIDA AVE 797-4707 | [illegible] |
| MABLE WILLIAMS | 44 Florida Ave. | Mable Williams |

| | | |
|---|---|---|
| GINNY KEAD | 44 FLORIDA AVE | Ginny J. Kead |
| George Cunnick | 38 Florida Ave | [illegible] |
| Eric Lunn | 57 " " 797-3691 | ERIC LUNN |
| Judy Richard | 80 Florida Avenue | [illegible] |
| Russell Broad | 101 Florida AVE | |
| IReland Carde | 105 Florida Ave | Carole Ireland |
| Donna Isherwood | 115 Florida | Donna Isherwood |
| Joy Borlawsky | 62 Florida ave | Joy Borlawsky |
| Barbara Thompson | 65 Florida Ave | Barbara Thompson |
| Vivian Whitten | 93 Florida Ave | Vivian Whitten |
| Murray Sparks | 9 Texas St | MURRAY SPARKS |
| Alice B. Nelson | 12 Texas St | Alice B. Nelson |
| George B Nelson | 12 Texas St | George B Nelson |
| Judy Leary | 92 Main Ave | Judith Leary |
| Gerald O'Shea | 5 Texas St | Gerald O'Shea |
| Frances O'Shea | 5 Texas St. | Frances O'Shea |
| Sherry L. Allen | 116 Florida Ave. | Sherry L Allen |

OVER →

**CITY OF PORTLAND, MAINE**

BOARD OF APPEALS

100 Florida Avenue

All persons interested either for or against this Conditional Use Appeal will be heard at a public hearing in Room 209, City Hall, Portland, Maine on Thursday evening, February 23, 1995 at 7:00 p.m. This notice of required public hearing has been sent to the owners of property within 500 feet of the property in question as required by the Ordinance.

Ms. Deborah L. Flanagan, prospective owner of the property located at 100 Florida Avenue which is located in the R-3 Zone, under the provisions of Section 14-474 of the Zoning Ordinance of the City of Portland, hereby respectfully petitions the Board of Appeals to permit a change of use of the vacant single family dwelling to family day care facilities for twenty eight children, which will not be occupied by the owner. For more detailed information, please come to Room 315 at City Hall weekdays from 7:00 a.m. to 4:00 p.m.

LEGAL BASIS OF APPEAL: Such appeal will be granted if the Board of Appeals finds that the conditions imposed by Section 14-474 of the Zoning Ordinance have been met.

John C. Knox
Chairman

/el

389 CONGRESS STREET • PORTLAND, MAINE 04101 • TELEPHONE (207) 874-8300