

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, April 7, 2011 at 6:30 p.m. on the second floor in the City Council Chambers at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following Appeal:

1. New Business:

A. Conditional Use Appeal:

756-762 Ocean Avenue, Aldo and Betty Debe, owners, Tax Map 412, Block A, Lot 008 & Tax Map 416, Block A, Lot 002, R-3 Residential Zone: The appellants are seeking a Conditional Use Appeal under section 14-88(a)(2) to add an accessory dwelling unit to a new single family home that they are building. Representing the appeal are the owners and Robert McSorley from Sebago Technics.

2. Adjournment:

Ann Machado - Debe Petition

From: "Robert McSorley" <rmcsorley@sebagotechnics.com>
To: <amachado@portlandmaine.gov>
Date: 4/7/2011 12:04 PM
Subject: Debe Petition
Attachments: Robert A. McSorley.vcf

Ann,

I was noticed by Ted Severance, the Debe grandson-in-law and representative (also co-applicant as they were going to occupy the main residence) by email that they have decided to pursue another property that is not in Portland. I have tried unsuccessfully to have Mr. Severance email a directive to withdraw their Zoning Board of Appeals petition, both by email and phone. At this time, per Mr. Severance's original email, I believe that it would be in the best interest to pull the petition from tonight's meeting.

Please acknowledge that you have received this email.

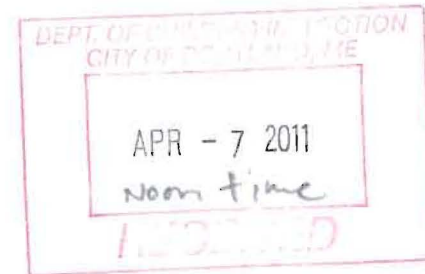
Sincerely, Rob McSorley

Robert A. McSorley, P.E.

Senior Project Manager

Sebago Technics, Inc.

One Chabot Street
P.O. Box 1339
Westbrook, Maine 04098-1339
tel: 207-856-0277 ext. 278 fax: 207-856-2206
rmcsorley@sebagotechnics.com
www.sebagotechnics.com



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Ann Machado - Debe Appeal

From: Ann Machado
To: rmcsorley@sebagotechnics.com
Date: 4/7/2011 12:17 PM
Subject: Debe Appeal

Rob -

I did receive your email regarding the appeal being canceled. We have canceled the meeting. Please let the applicants know that they still need to pay the invoice that I sent Mr. Debe for the legal ad, the notices that went out to the abutters and the processing fee.

Ann Machado
Zoning Specialist
(207) 874-8709

Marge Schmuckal - ZBA tonight - cancelled

From: Marge Schmuckal
To: Elyse Wilkinson; Gordon Smith; Mark Bower; Matthew Morgan; Philip Sa...
Date: 4/7/2011 12:17 PM
Subject: ZBA tonight - cancelled
CC: Mary Costigan

I apologize for the late notice, but I just received written notice from Rob McSorley of Sebago Technics who is a co-applicant on the appeal, that the Mr Severance has withdrawn his appeal. There are no other items on the agenda, so no meeting will be necessary.
Marge

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

R-3 Residential Zone Accessory Unit

Conditional Use Appeal

DECISION

Date of public hearing: April 7, 2011

Name and address of applicant: Aldo Debe
630 Ocean Ave.
Portland, ME 04101

Location of property under appeal: 760 Ocean Ave.

For the Record:

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

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

6. Parking shall be provided as required by division 20 of this article: 1 off-street parking space per accessory unit (14-332(a)(2)).

Satisfied _____ Not Satisfied _____

Reason and supporting facts:

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

Satisfied _____ Not Satisfied _____

Reason and supporting facts:

Conclusion: (check one)

___ Option 1: The Board finds that all of the standards (1 through 7) 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.

___ Option 2: The Board finds that all of the standards (1 through 7) described in section A above have been satisfied, and that while 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:

___ Option 3: The Board finds that not all of the standards (1 through 7) 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 14-88(a)(2)(i), if approved the project shall be subject to article V (site plan) of this chapter for site plan review and approval and the following additional standards:

1. Any additions or exterior alterations such as facade materials, building form and roof pitch shall be designed to be compatible with the architectural style of the building; and
2. 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.

Dated:

Board Chair



WITHDRAW

**CONDITIONAL USE APPLICATION
to the
City of Portland
Zoning Board of Appeals**

for

**760 Ocean Boulevard
Portland, Maine 04103**

on behalf of

**Aldo Debe
630 Ocean Boulevard
Portland, Maine 04103**

RECEIVED

MAR 11 2011

Dept. of Building Inspections
City of Portland Maine

March 10, 2011

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Exhibit G - Conditional Use Plan (11 x 17)

Attachments: Tax Map
Conditional Use Plan

Exhibit A

Cover Letter/Conditional Use Justification

March 10, 2011
08371

Philip Saucier, Chairman
City of Portland
Zoning Board of Appeals
c/o Zoning Administer
389 Congress Street, Room 315
Portland, ME 04101

Condition Use Application

760 Ocean Boulevard, Portland, ME (Tax Map 412-A-8, 416-A-2)

Dear Mr. Saucier:

On behalf of our client, we are hereby submitting this Application for Conditional Use. The requested Conditional Use is for the construction of a detached single-family dwelling to accommodate one (1) additional dwelling unit for the benefit of the homeowner as allowed in the City of Portland Land Use Code, Section 14-88 (a.) 2. The proposed main dwelling unit living space, attached garage and attached accessory unit are 3,463 square feet (s.f.). The proposed attached unit is 902 s.f. or 26.0% of the principal building.

Included in this package are the following collated items:

1. Eleven copies (11) of the Conditional Use Application, duly executed.
2. Eleven copies (11) of the Conditional Use Plan.
3. Eleven copies (11) of the Tax Map/abutter information with the property highlighted.
4. Eleven copies (11) of the photographs of the property.
5. Eleven copies (11) of the Proposed Floor Plans.
6. Eleven copies (11) of the Purchase and Sales Agreement.
7. Eleven copies (11) of the Owner's Consent to the Conditional Use Application.
8. One (1) Application Fee, Check in the amount of \$100.00.

As part of this application, we have included a copy of the Land Use Code, Section 14-88 (a) 2, which details the requirements for an attached accessory use. We understand that a different interpretation relative to what square footage may have been used to determine the percentage (%) criteria of the accessory use. Relative to this information, we believe that an attached accessory unit is considered as part of the square footage of the principal building. Three reasons lead us to this conclusion; first, the attached section of code includes requirements for the principal unit and the dwelling unit and as such differentiates the principal unit from the

principal building. Secondly, from the definition section of the code, the definition for a *principal building* states that an attached garage is part of the principal building if it shares a common wall or roof. It would likewise make sense that an attached unit that shares a common wall or roof would also be considered part of the principal building. And lastly, from the attached section, it states that no dwelling unit shall be reduced to less than 1,000 s.f. Noting that if a principal unit's square footage of 1,000 s.f. is used, the maximum permissible square foot accessory unit would be 300 s.f. (30%). This square footage would be less than the minimum square footage required by Section 14-88 (a) 2.a. (400 s.f.). In turn, if the minimum square footage was considered part of the principal building, then the accessory use would be 400 s.f./1,400 s.f. of 28.6% of the principal building. It would appear based upon this example that code supports the interpretation that an attached accessory unit is considered part of the principal building.

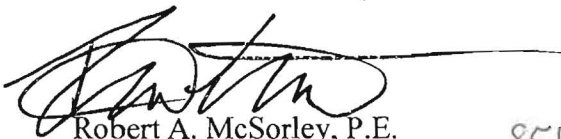
We have taken great pains relative to this interpretation because of the proposed use of this residence. The property is not intended to be a "for sale" property or a "for lease" property. The applicant in this Conditional Use request is Mr. Ado Debe, who currently resides at a condominium unit at the Cedars in Portland. Mr. Debe and his wife Betty have been long-term residents of Portland and wish to remain in this particular area of Portland. The intention of this residence is to provide a comfortable, livable and accessible space for Mr. Debe and his wife Betty under the care and watchful eye of their granddaughter and her husband, Marissa and Ted Severance.

The original concept was to provide a duplex residence that would provide adequate living space for both the Debe's and Severance's; however, that concept did not fit the traditional use of the neighborhood so a change has been made to a two story single-family residence with architectural features of dormers and roof line articulation and provides articulation in the wall connections between the principal unit and the garage and the principal unit and attached accessory unit. These are represented by the building plans and the Conceptual Use Plan in your package.

We look forward to presenting the application of the Debe's and Severance's before the Board and wish to thank you for your time and consideration in regards to this application. If you need additional information or have any questions, do not hesitate to contact me.

Sincerely,

SEBAGO TECHNICS, INC.



Robert A. McSorley, P.E.
Senior Project Manager

856-0277 (ext. 278)
rmcSorley@sebagotechnics.com

RAM:ram/kn

Enc.

cc: Ted Severance

i. The project shall be subject to article V (site plan) of this chapter for site plan review and approval and the following additional standards:

1. Any additions or exterior alterations such as facade materials, building form and roof pitch shall be designed to be compatible with the architectural style of the building;

The building, principal and accessory dwellings, are to be built at the same time. The coloring, siding, façade, building form and roof pitch will be compatible. The building has been designed to have the appearance of a single-family dwelling.

2. 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.

The proposed building will site back on the property a substantial distance from Ocean Avenue and the existing adjoining residences along Ocean Boulevard. Additional planting will be arranged along the south property as required to appropriately screen the parking/driveways.

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

As stated in the cover letter, the owner will reside on the property.

Conditional Use Requirements Standards

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;

There are no unique, distinctive characteristics or effects from the proposed use. The proposed building will be and have the appearance of a single family home. The attached accessory unit is for the benefit of the lot owner as it will be occupied by a relative. The lot is sufficient in size to accommodate the use and meeting the City's Zoning Code.

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

By granting the conditional use, there will be no adverse impact upon the health, safety, or welfare of the public or surrounding area as the project will comply with all other regulatory and zoning requirements.

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

There is no substantial impact. The structure, modified slightly, could be built as a stand alone single family dwelling. No additional impact will result than if it were a single family dwelling.

homeowners or tenants, provided that:

From definitions:
Principal building: The building occupied by the chief or principal use on the premises. When a garage is attached to the principal building in a substantial manner as by a roof or common wall, it shall be considered as a part of the principal building.

a. 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;

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

c. 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;

Principal unit is allowed to be 1000 sf, however the accessory unit can only be a maximum of 30% = 300 sf which is not allowed by the code because it is less than 400 sf; therefore no accessory unit is allowed.

d. A minimum lot size of six thousand five hundred (6,500) square feet of land area shall be required;

g. No dwelling unit shall be reduced in size to less than one thousand (1,000) square feet of floor area, exclusive of common areas and storage in basement or attic;

If you have a 400 sf accessory unit and a 1000 principal unit that equal a principal building of 1400 sf. Therefore, accessory unit is $400/1400 = 28.6\%$ of principal building and is allowed.

h. Parking shall be provided as required by division 20 of this article;

i. The project shall be subject to article V (site plan) of this chapter for site plan review and approval and the following additional standards:

1. Any additions or exterior alterations such as facade materials, building form and roof pitch shall be designed to be compatible with the architectural style of the building;

Item j. speaks specifically to principal unit and accessory unit differentiating principal unit from principal building.

Exhibit B

Conditional Use Application



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

Applicant Information:

Aldo Debe
Name

N/A
Business Name

630 Ocean Avenue
Address

Portland, ME 04101

207-878-1130 N/A
Telephone Fax

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

Contract Purchaser
(e.g. owner, purchaser, etc.)

Current Zoning Designation: R-3, FH

Existing Use of Property:

Vacant

WITHDRAW

Subject Property Information:

760 Ocean Avenue
Property Address

412-A-8, 416-A-2
Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

MGM Builders, Inc.
Name

76 Tandberg Trail
Address

Windham, ME 04062

207-892-1019
Telephone Fax

Conditional Use Authorized by Section 14-88 (a) 2

Type of Conditional Use Proposed:

Construction of a detached single-family dwelling

to accommodate one (1) additional dwelling unit

for an in-law residence.

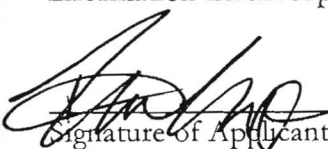
Standards.

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.

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 certified that information herein supplied by his/her is true and correct to the best of his/her knowledge and belief.

 for ALDO DEBE
Signature of Applicant

3/10/11
Date



Conditional Use Application

Department of Planning and Development
Portland Planning Board

1. Applicant Information:

Aldo Debe
Name

630 Ocean Boulevard
Address

Portland, ME

207-878-1130
Phone Fax

2. Subject Property:

760 Ocean Boulevard
Address

412-A-8, 416-A-2
Assessor's Reference (Chart-Block-Lot)

3. Property Owner: Applicant Other

MGM Builders, Inc.
Name

11 Moravian Farm Road
Address

Windham, ME 04062

207-892-1019
Phone Fax

4. Current Zoning Designation(s):

R-3, FH

5. Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

Contract Purchaser

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

6. Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

7. Existing Use:

Describe the existing use of the subject property: Vacant

8. Type of Conditional Use Proposed:

Construction of a detached single-family dwelling to accommodate one (1) additional dwelling unit.

9. **Sketch Plan:** On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. **Conditional Use Authorized by:** Section 14- 88 (a) 2

11. **Standards - Criteria for Conditional Use Appeal**

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

12. **Application Fee:** A fee for must be submitted by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Workshop and Public Hearing notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

 X Fee for Service Deposit (\$200.00)
(Required for all applications in addition to the applicable application fee listed below)

<u> X </u> Conditional Use	\$100.00
Legal Advertisements	percent of total bill
Notices (workshop and public hearing)	.55 cents each

NOTE: Legal notices placed in the newspaper for the public hearing meeting are required by State Statute and local ordinance. The cost of any and all Newspaper advertisements, legal advertisements and Planning Board notices will be billed directly to the applicant.

13. **Signature:** The above information is true and accurate to the best of my knowledge.

2/28/11
Date of Filing

Aldo E. Belue
Signature of Applicant

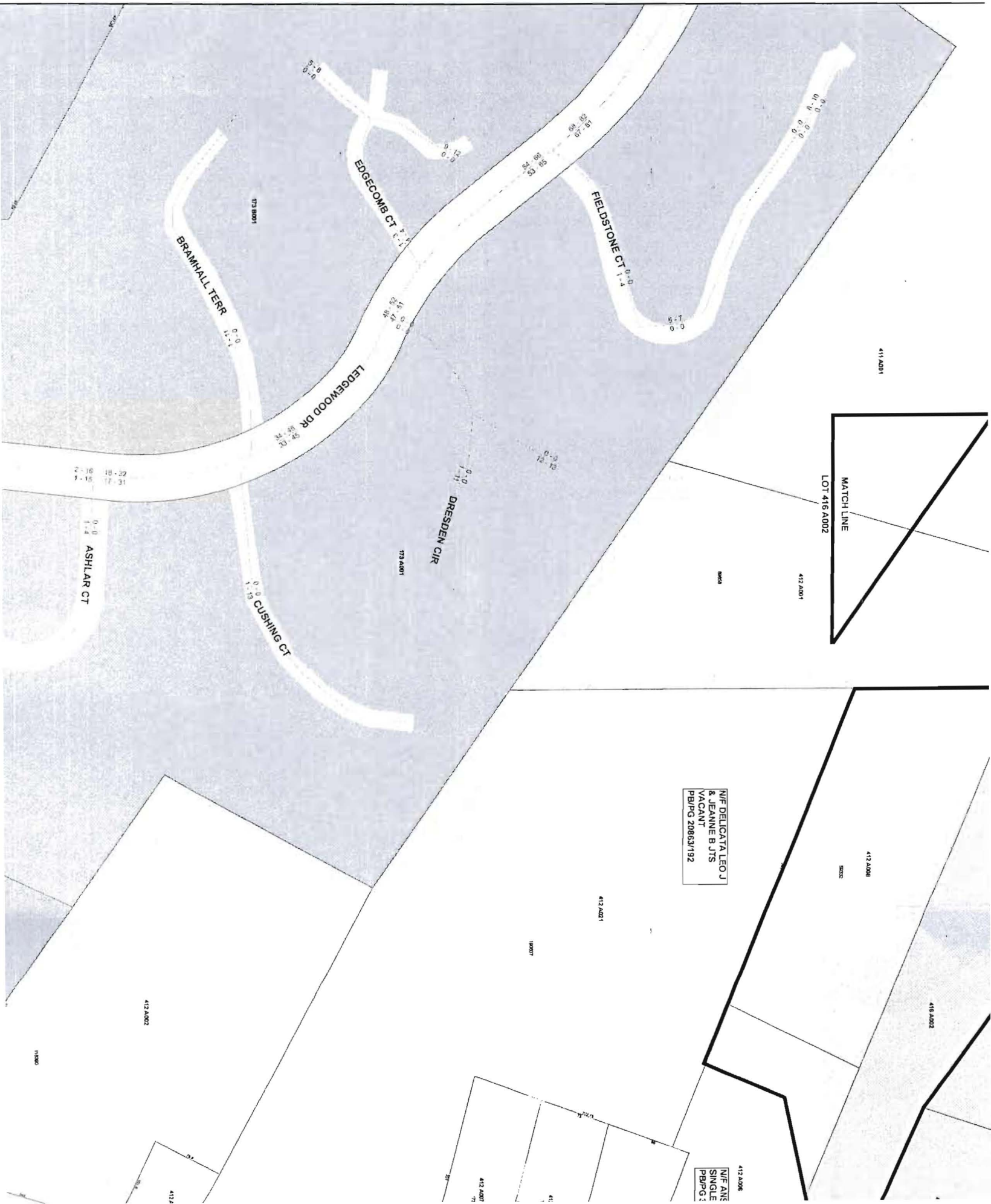
Further Information: Please contact the Planning Division for further information regarding the conditional use process. Applicants are encouraged to make an appointment to discuss their conditional use before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the conditional use application which can provide additional background or contextual information, and describe the proposed conditional use and reasons for the request in a manner that best suits the situation.

Portland Planning Board, Portland, Maine- Effective: July 6, 1998

Exhibit C

Tax Map/Abutter Information



N/F DELICATA LEO J
& JEANNE B JTS
VACANT
PB/Pg 20863/192

N/F ANE
SINGLE
PB/Pg 3

Exhibit D

Purchase and Sale Agreement
Signed Letter of Authorization

PURCHASE AND SALE AGREEMENT - LAND ONLY

February 17, 2011
Offer Date

2/17/11 Effective Date
Effective Date as defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Aldo Debe and Betty Debe ("Buyer") and McM Builders LLC INC. (MCM) ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 752 Ocean Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21635, Page(s) 175.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 119,900.-. Buyer has delivered; or will deliver to the Agency within days of the Offer Date, a deposit of earnest money in the amount \$ 5,000.-. 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 \$ 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:

4. EARNEST MONEY/ACCEPTANCE: Keller Williams Realty Mid Maine ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 18, 2011 (date) 6:00 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.

5. 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 February 28, 2011 (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.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing; rent, association fees, (other) none. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

Initials: Buyer: AD BD Seller:

Keller Williams Realty, Mid Main: 34 Center Street Auburn, ME 4210
Phone: (207)743-1193 Fax: (207)743-6703 Helen Robillard Ted Severance

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>propose most all construction of modular duplex</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3 days</u>	<u>Mr Debe</u>	<u>Mr Debe</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SCB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: <u>see #4</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: <u>need to verify reason site work costs</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2 days</u>	<u>Mr Debe</u>	<u>Mr Debe</u>

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer, in the absence of inspection(s) mentioned above. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

January 2011

Page 2 of 4 - P&S-LU

Buyer(s) Initials

RED BT J

Seller(s) Initials

AWA GJM

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a CASH loan of CASH % of the purchase price, at an interest rate not to exceed CASH % and amortized over a period of CASH years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 0 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ ~~XXXXXXXXXXXXXXXXXXXXXXX~~ toward Buyer's pre-pays, points and/or closing costs.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Anastasianna (014513) of Reimer Properties ()
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Rob Robillard (014165) of Keller Williams Realty Mid Maine ()
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: 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. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

23. 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.

24. ADDENDA: Yes Explain: _____ No

Buyer's Mailing address is 640 Ocean Ave Portland, Maine 04103

Aldo E. Tebe 2-17-11 Bobby I Tebe 2-17-11
 BUYER DATE 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 76 TANDBERG TRAIL WINDHAM, ME 04062

Michael S Manning 2/17/11 Anna Manning 2/17/11
 SELLER DATE SELLER DATE

COUNTER-OFFER

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

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 _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION: March 28, 2011
DATE

The time for the performance of this Agreement is extended until _____

Michael S Manning 2/26/11 Bobby I Tebe 2/25/11
 SELLER DATE SELLER DATE
Aldo E. Tebe 2/25/11 Bobby I Tebe 2/25/11
 BUYER DATE BUYER DATE



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Ted Severson



BUILDERS INC.
Custom Homes Since 1987

February 28, 2011

Chairman, Zoning Board of Appeals
City of Portland
c/o Zoning Administrator
389 Congress Street, Room 315
Portland, ME 04101

Condition Use Application
760 Ocean Boulevard, Portland, ME (Tax Map 412-A-8, 416-A-2)

To whom it may concern:

I hereby allow Aldo Bebe and Ted Severance and their consultant, Sebago Technics, Inc., to submit a Conditional Use Application to the City of Portland for the above referenced property.

Please contact me if you have any questions regarding this property.

Sincerely,

A handwritten signature in black ink that reads "Michael Manning". The signature is written in a cursive, flowing style.

Michael Manning

Exhibit E

Site Photographs

08371



Photo No. 1: Aerial Photo.



Photo No. 2: Rear of Property, CMP Right-of-Way.

08371



Photo No. 3: 752 Ocean Boulevard.



Photo No. 4: From Ocean Boulevard, 766 Ocean Boulevard.

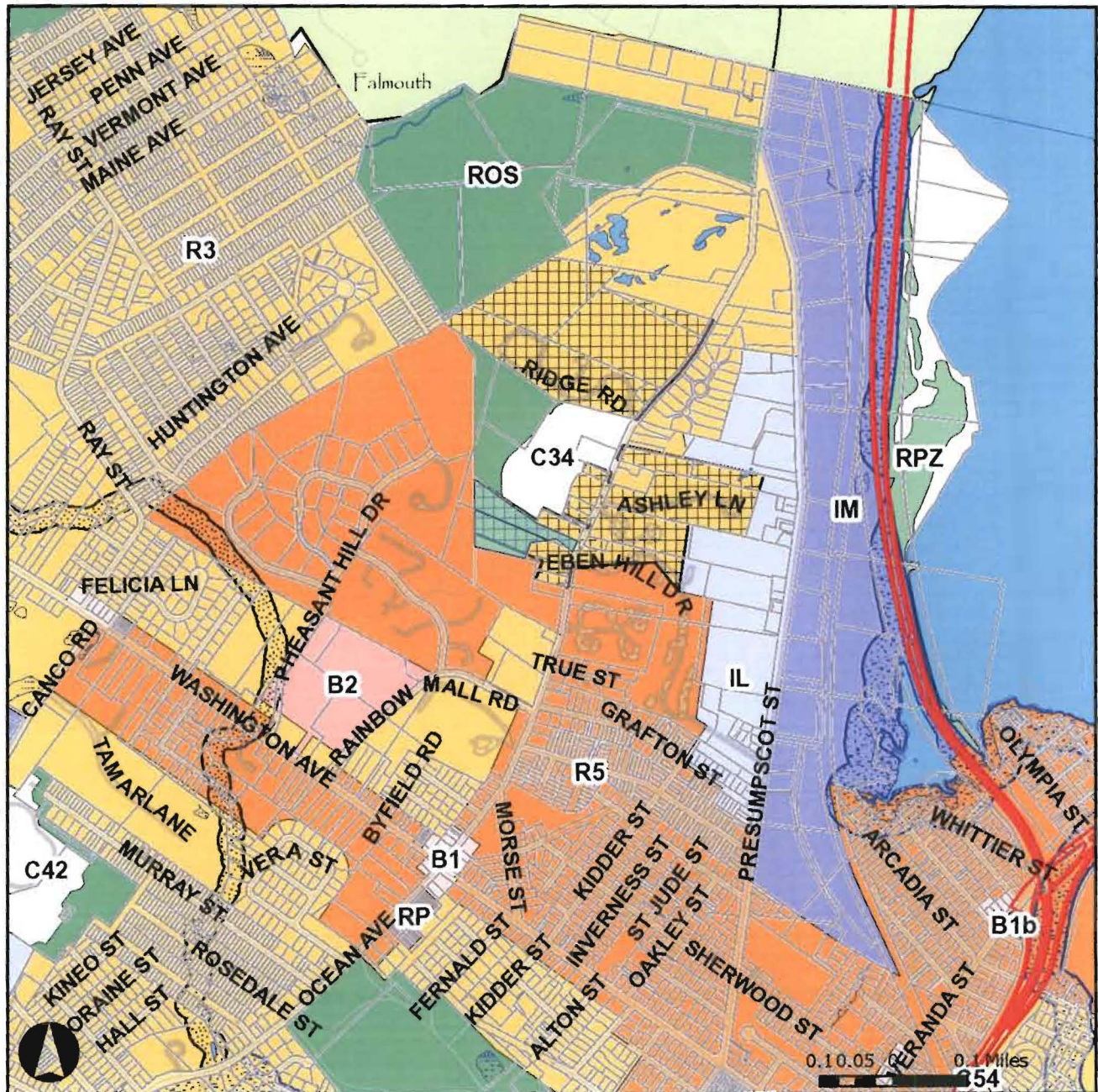
08371



Photo No. 5: From front of property, looking towards 752 Ocean Boulevard.

THIS SPACE INTENTIONALLY LEFT BLANK

Map



Parcels

- Interstate
- Streets

Parcels

- Traveled Ways

Island Zoning (continued)

- I-R1
- I-R2
- I-R3
- ROS
- RPZ
- Zoning
- AB Airport Business

Zoning (continued)

- R6 Residential
- ROS Recreation Open
- Space
- RP Residential
- Professional
- RPZ Resource Protection
- WCZ* Waterfront

Zoning (continued)

- C28
- C29
- C30
- C31
- none
- B2c
- C32



City of Portland Zoning Board of Appeals

March 29, 2011

Aldo Debe
640 Ocean Avenue, Apt. 210
Portland, ME 04103

Dear Mr. Debe,

Your Conditional Use Appeal has been scheduled to be heard before the Zoning Board of Appeals on **Thursday, April 7, 2011 at 6:30 p.m.** in the City Council Chambers, 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 Zoning Board of Appeals

April 14, 2011

Aldo Debe
640 Ocean Avenue, Apt. 210
Portland, ME 04103

Dear Mr. Debe,

Last Thursday, April 7, 2011, we were informed by Robert McSorley from SebagoTechnics that you were withdrawing your Conditional Use Application to build a single family home with an accessory dwelling unit. Although your application was withdrawn the day of the Zoning Board of Appeals hearing, you are still responsible for all the fees associated with the appeal. There is the \$50 processing fee, the fee for the legal ad and the fee for the notices that went out to all the property owners within 500 feet of the 760 Ocean Avenue property.

I have included the bill for the processing fee, legal ad and the notices for the appeal. It is due on receipt. The check should be written as follows:

MAKE CHECK OUT TO: City of Portland
MAILING ADDRESS: Room 315 – Att. Ann Machado
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: 2011-203 **Applicant:** Aldo Debe
CBL: 412 A008 **Application Type:** Conditional Use Appeal
Location: 760 Ocean Avenue **Invoice Date:** 3/29/11

<u>Fee Description</u>	<u>QTY</u>	<u>Fee/Deposit Charge</u>
Legal Advertisements	1	\$101.22
Notices	242	\$181.50
Processing Fee	1	\$50.00
Zoning Practical Difficulty	1	\$100.00

Total Current Fees: \$432.72
Total Current Payments: -\$100.00

Amount Due Now: \$332.72

Bill to: Aldo Debe
640 Ocean Ave., Apt. 210
Portland, ME 04103

CBL: 003 H005
Invoice Date: 3/29/11

Application No: 2011-183
Total Amount Due: \$332.72
(due on receipt)



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Receipts Details:

Tender Information: Check , Check Number: 3400
Tender Amount: 100.00

Receipt Header:

Cashier Id: amachado
Receipt Date: 3/14/2011 12:00:00 AM
Receipt Number: 1860

Receipt Details:

Referance ID:	865	Fee Type:	
Receipt Number:	0	Payment Date:	
Transaction Amount:	100.00	Charge Amount:	100.00
Job ID:			
Additional Comments:			

Thank You for your Payment!



CITY OF PORTLAND, MAINE

Division of Building Inspections

Original Receipt

March 11 2011

Received from Betty & Aldo Bebe

Location of Work 760 Ocean Ave

Cost of Construction \$ _____ Building Fee \$ _____

Permit Fee \$ _____ Site Fee \$ _____

Certificate of Occupancy Fee \$ _____

Total: 100.00

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

Other ZBA Conditional Use application

CBL: 412-A-008

Check #: 3400 Total Collected 100.00

No work is to be started until permit issued.

Please keep original receipt for you records.

Taken by: JBY

BETTY L. DEBE
ALDO E. DEBE
640 OCEAN AVE., APT. 210
PORTLAND, ME 04103

3400

Feb 28, 2011
Date

52-7445/2112
20

Pay to the Order of City of Portland \$ 100.00
One hundred and ⁰⁰/₁₀₀ Dollars



Bank

America's Most Convenient Bank®

For _____

Sheila Smith MF

⑆ 2112744501⑆ 022652087⑆ 3400

PHILIP H. LEBLANC

GUARDIAN SAFETY® GREEN

Ann Machado - Re: ZBA Legal Ad

From: Joan Jensen <jjensen@pressherald.com>
To: Ann Machado <AMACHADO@portlandmaine.gov>
Date: 3/28/2011 3:44 PM
Subject: Re: ZBA Legal Ad
Attachments: Portland 4:1.pdf

Hi Ann,

All set to publish your ad on Friday, April 1.
The cost is \$101.22 includes \$2.00 on-line charge. I included a proof.
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 3/28/11 12:02 PM, Ann Machado wrote:

Joan -

Attached is the legal ad for the Zoning Board of Appeals for Friday, April 1, 2011.

Thanks.

Ann Machado
874-8709

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	ADLER NICHOLAS S & PAMELA M ADLER JTS	56 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 18	1
	AHMAD NAIM M	80 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 28	1
	ALLEN KENNETH C JR WWII VET ELIZABETH C JTS	8 FIELDSTONE CT PORTLAND, ME 04103	8 FIELDSTONE CT	1
	ANSPACH DONALD F	31 BELMEADE RD PORTLAND, ME 04101	752 OCEAN AVE	2
	ANTONUCCI WENDY W & WAYNE R WORCESTER	146 DANIELS RD ROWLEY, MA 01969	35 WELLSTONE	1
	ATCHESON AMANDA	4A APPLE LEDGE DR PORTLAND, ME 04103	4 APPLE LEDGE DR UNIT 4A	0
	BACONGUIS FRANCES	18 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 4	1
	BALESTRACCI DAVIS	94 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 24	1
	BANNER GERALD T	33 WELLSTONE DR PORTLAND, ME 04103	33 WELLSTONE	1
	BARBER CAROLYN K TRUSTEE	96 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 23	1
	BARRON BARBARA H WID WWII	13 DRESDEN CT PORTLAND, ME 04103	13 DRESDEN CT	1
	BARRON BRIAN PF VN VET TD & SALLY A BARRON	1 WELLSTONE DR PORTLAND, ME 04103	1 WELLSTONE	1
	BARTLEY DOROTHY P WID WWII	11 CUSHING CT LEDGEWOOD DR PORTLAND, ME 04103	11 CUSHING CT	1
	BECKER ROSAMOND C TRUSTEE	2 GABLE CT PORTLAND, ME 04103	2 GABLE CT	1
	BELAIRE RICHARD D	205 DILLINGHAM HILL RD AUBURN, ME 04210	6 CUSHING CT	1
	BELANGER LINDA A	19 WELLSTONE PORTLAND, ME 04103	19 WELLSTONE	1
	BERG HENRY TURNER & FRANK MARTIN TURNER	11 WELLSTONE PORTLAND, ME 04103	11 WELLSTONE	1
	BERUBE DANIEL R & BARBARA D JTS	20 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 5	1
	BITTERAUF MARY C	6 FIELDSTONE CT PORTLAND, ME 04103	6 FIELDSTONE CT	1
	BOLDUC JANE A & DANIEL G BOLDUC JTS	12 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 3	1
	BONETTI SALVATORE & BARBARA BONETTI JTS	5 FIELDSTONE CT PORTLAND, ME 04103	5 FIELDSTONE CT	1
	BONETTI SALVATORE & BARBARA BONETTI JTS	11 GABLE CT PORTLAND, ME 04103	11 GABLE CT	1
	BREAZEALE RONALD & ASHERAH CINNAMON JTS	21 WILDWOOD CIR PORTLAND, ME 04103	21 WILDWOOD CIR	1
	BRENERMAN BRIAN A	32 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 9	1
	BROWN SHARON L	26 WELLSTONE DR PORTLAND, ME 04103	26 WELLSTONE	1
	BURKE MARTHA B	24 WILDWOOD CIR PORTLAND, ME 04103	24 WILDWOOD CIR	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	BUTLER BRENDA A	1 ASHLAR CT PORTLAND, ME 04103	1 ASHLAR CT	1
	BUXTON MARGARET F	1 BRAMHALL TER PORTLAND, ME 04103	1 BRAMHALL TER	1
	CAIAZZO SHIRLEY A & TIMOTHY W JTS	804 OCEAN AVE PORTLAND, ME 04103	804 OCEAN AVE	1
	CALL MARY L WID WWII VET ETALS TRUSTEES	45 WELLSTONE DR PORTLAND, ME 04103	45 WELLSTONE	1
	CAMBRIDGE JANICE	2 FIELDSTONE CT PORTLAND, ME 04103	2 FIELDSTONE CT	1
	CAMPBELL CECILIA M	59 WELLSTONE DR PORTLAND, ME 04103	59 WELLSTONE	1
	CARR WILLIAM H JR & LINDA R CARR JTS	368 GRAY RD FALMOUTH, ME 04105	766 OCEAN AVE	3
	CARTER ELISE M	695 OCEAN AVE APT 47 PORTLAND, ME 04103	47 WELLSTONE	1
	CARTER JAN	696 OCEAN AVE PORTLAND, ME 04103	696 OCEAN AVE	1
	CARTER TAMMY HEIRS	30 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 8	1
	CENTRAL MAINE POWER CO LAND MANAGEMENT DEPT	70 FARM VIEW DR NEW GLOUCESTER, ME 04260	740 OCEAN AVE	0
	CHANDLER ELINOR A WID WWII	3 DRESDEN CT PORTLAND, ME 04103	3 DRESDEN CT	1
	COFFIN JACQUELINE J	6 WELLSTONE DR PORTLAND, ME 04103	6 WELLSTONE	1
	COHEN SCOTT A	PO BOX 9715-350 PORTLAND, ME 04104	198 PHEASANT HILL DR	1
	COLE JANET A & JOHN D COLE JTS	84 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 27	1
	COLELLO MICHAEL A KW VET & JANICE B JTS	5 GABLE CT PORTLAND, ME 04103	5 GABLE CT	1
	COLLIN BRIAN C & STELLA COLLIN JTS	72 WELLSTONE DR PORTLAND, ME 04103	72 WELLSTONE	1
	COLUCCI STEPHEN	27 WELLSTONE DR PORTLAND, ME 04103	27 WELLSTONE	1
	CONNOLLY PETER L & SHERRY A JTS	4 GABLE CT PORTLAND, ME 04103	4 GABLE CT	1
	CONNOR ERIN D & SEAN T CONNOR JTS	3 FIELDSTONE CT PORTLAND, ME 04103	3 FIELDSTONE CT	1
	CONNORS LAWRENCE P & CHERYL A CONNORS JTS	10 WELLSTONE PORTLAND, ME 04103	10 WELLSTONE	1
	CONROY MARTHA E	PO BOX 54 LIMA, PA 19037	787 OCEAN AVE UNIT 7	1
	COOK PHILIP A SR LIFE ESTATE	7 DRESDEN CT PORTLAND, ME 04103	7 DRESDEN CT	1
	COOPER GLEN J & BARBARA J JTS	14 WELLSTONE DR PORTLAND, ME 04103	14 WELLSTONE	1
	CORSON SARAH-LOUISE E	53 WELLSTONE DR PORTLAND, ME 04103	53 WELLSTONE	1
	COWAN MARK A	46 WELLSTONE DR PORTLAND, ME 04103	46 WELLSTONE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	CRAIG STEVEN D	4 WELLSTONE DR PORTLAND, ME 04103	4 WELLSTONE	1
	CRASNICK JONATHAN AARON & SEANNA L DYER JTS	7A APPLE LEDGE DR PORTLAND, ME 04103	7 APPLE LEDGE DR UNIT 7A	1
	CROTHERS OMAR D III	16 WILDWOOD CIR PORTLAND, ME 04103	16 WILDWOOD CIR	1
	CUMMINGS MICHELE	3 GABLE CT PORTLAND, ME 04103	3 GABLE CT	1
	CUNNINGHAM JAMES F	8 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 1	1
	CURCURU CHRISTINA M	8 WELLSTONE DR PORTLAND, ME 04103	8 WELLSTONE	1
	CZERNIAK LOIS A	48 WELLSTONE DR PORTLAND, ME 04103	48 WELLSTONE	1
	DAVIDSON WARREN H WWII VET BARBARA A JTS	62 WELLSTONE DR PORTLAND, ME 04103	62 WELLSTONE	1
	DAY KAREN L	14 WILDWOOD CIR # 14 PORTLAND, ME 04103	14 WILDWOOD CIR	1
	DEARBORN JOYCE C WID WWII	12 CUSHING CT PORTLAND, ME 04103	12 CUSHING CT	1
	DEHAIS CONSTANCE A	APPLE LEDGE DR # 1B PORTLAND, ME 04103	1 APPLE LEDGE DR UNIT 1B	1
	DELICATA LEO J & JEANNE B JTS	115 WILLIAM ST PORTLAND, ME 04103	708 OCEAN AVE	0
	DEROCCHI STEPHEN A	10 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 2	1
	DESOUZA VICTOR & JULIA M D'SOUZA JTS	17 WELLSTONE DR PORTLAND, ME 04103	17 WELLSTONE	1
	DIBIASE FRANCIS M KW VET & RACHEL F DIBIASE JTS	12 EDGEComb CT PORTLAND, ME 04103	12 EDGEComb CT	1
	DISCATIO JUDITH	6 EDGEComb CT PORTLAND, ME 04103	6 EDGEComb CT	1
	DUNCANSON DONALD F JR	13 WILDWOOD CIR PORTLAND, ME 04103	13 WILDWOOD CIR	1
	DURANT HOMER & JOSEPHINE DURANT JTS	7 ASHLAR CT PORTLAND, ME 04103	7 ASHLAR CT	1
	ERDWINN KATHERINE M	100 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 21	1
	ESTABROOK JOAN F WID KW VET	57 WELLSTONE DR PORTLAND, ME 04103	57 WELLSTONE	1
	FIELD PATRICIA R	1 LUPINE CT YARMOUTH, ME 04096	787 OCEAN AVE UNIT 29	1
	FIFIELD JOSHUA T & CATHERINE FIFIELD &	5C APPLELEDGE DR PORTLAND, ME 04103	5 APPLE LEDGE DR UNIT 5C	1
	FINBERG NANCY E	9 GABLE CT PORTLAND, ME 04103	9 GABLE CT	1
	FISHER WILLIAM R	11 EDGEComb CT PORTLAND, ME 04103	11 EDGEComb CT	1
	FORNISANO MADELINE	51 WELLSTONE DR PORTLAND, ME 04103	51 WELLSTONE	1
	FORTMILLER JANE A	15 WELLSTONE DR PORTLAND, ME 04103	15 WELLSTONE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	FOSTER DEANNA L & DALE KELLEY JTS	29 WELLSTONE DR PORTLAND, ME 04103	29 WELLSTONE	1
	GALLAGHER KEVIN J	71 WELLSTONE DR PORTLAND, ME 04103	71 WELLSTONE	1
	GEORGE MICHAEL F & MICHELE L GEORGE JTS	58 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 19	1
	GERSHON WAYNE M	23 WILDWOOD CIR PORTLAND, ME 04103	23 WILDWOOD CIR	1
	GILLIAM ELLEN M	36 WELLSTONE DR PORTLAND, ME 04103	36 WELLSTONE	1
	GOODWIN B TERENCE & BARBARA R GOODWIN JTS	1 WILDWOOD CIR PORTLAND, ME 04103	1 WILDWOOD CIR	1
	GOSS PAULINE B WID WWII VET & JENNIFER G GODSOE JTS	7 BRAMHALL TER PORTLAND, ME 04103	7 BRAMHALL TER	1
	GRAVES HILL LAND COMPANY	16 TIFFANY LN SACO, ME 04072	802 OCEAN AVE	0
	HACHEY RICHARD R & NANCY J JTS	24 WELLSTONE DR PORTLAND, ME 04103	24 WELLSTONE	1
	HALLETT DONALD R	1 GABLE COURT PORTLAND, ME 04103	1 GABLE CT	1
	HARDY WILLIAM & LONA JTS	30 CLEMENT COURT NAPA, CA 94558	8 WILDWOOD CIR	1
	HARNAR JAMES A & KATHLEEN B MCKEEN JTS	17 WILDWOOD CIR PORTLAND, ME 04103	17 WILDWOOD CIR	1
	HARRIS WILLIAM B	1335 STANFORD AVE STE 300 EMEYVILLE, CA 94608	4 EDGECOMB CT	1
	HART LENONA	765 OCEAN AVE PORTLAND, ME 04103	765 OCEAN AVE	2
	HAYDEN CAROL P	45 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 14	1
	HELMS BONNIE A	70 WELLSTONE DR PORTLAND, ME 04103	70 WELLSTONE	1
	HENTHORN JEFFREY D & DEBRA E OLKEN JTS	9 EDGECOMB CT PORTLAND, ME 04103	9 EDGECOMB CT	1
	HODGE DONNA N	52 WELLSTONE DR PORTLAND, ME 04103	52 WELLSTONE	1
	HOLMES BERTHA NORRIS	1 CITY CENTER 7TH FLOOR PORTLAND, ME 04112	19 WILDWOOD CIR	1
	HOSKINS JAMES C	APPLE LEDGE DR # 6B PORTLAND, ME 04103	6 APPLE LEDGE DR UNIT 6B	1
	HUNZIKER ALEXANDRA S & JAMES D HUNZIKER JTS	92 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 25	1
	HUYNH XUAN TUYET T	784 OCEAN AVE PORTLAND, ME 04103	784 OCEAN AVE	1
	INFANTINE T STUART & SYLVIA A JTS	12 DRESDEN CT PORTLAND, ME 04103	12 DRESDEN CT	1
	IVES MARTHA KOLAR	8 ASHLAR CT PORTLAND, ME 04103	8 ASHLAR CT	1
	JARMAN F ELAINE	5B APPLELEDGE DR PORTLAND, ME 04103	5 APPLE LEDGE DR UNIT 5B	1
	JARRELL SUSAN P	5A APPLE LEDGE DR PORTLAND, ME 04103	5 APPLE LEDGE DR UNIT 5A	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	JOHNSON BEVERLY D & ROBERT N JOHNSON JTS	5 CUSHING CT PORTLAND , ME 04103	5 CUSHING CT	1
	JOHNSON MARCIA H	7B APPLELEDGE DR PORTLAND , ME 04103	7 APPLE LEDGE DR UNIT 7B	1
	JONES STEVEN M	31 WELLSTONE PORTLAND, ME 04103	31 WELLSTONE	1
	KARSTETTER ALLAN B WWII VET ANNE L NELSON JTS	3 CUSHING CT PORTLAND , ME 04103	3 CUSHING CT	1
	KAZON SHIRLEY S	5 WILDWOOD CIR PORTLAND, ME 04103	5 WILDWOOD CIR	1
	KEENE TIMOTHY S	64 WELLSTONE DR PORTLAND , ME 04103	64 WELLSTONE	1
	KELLEY CAROL	4B APPLE LEDGE DR PORTLAND , ME 04103	4 APPLE LEDGE DR UNIT 4B	0
	KELLEY CHARLES E VN VET & SALLY F KELLEY JTS	695 OCEAN AVE APT 13 PORTLAND, ME 04103	13 WELLSTONE	1
	KEYES DEBORAH E	5 ASHLAR CT PORTLAND, ME 04103	5 ASHLAR CT	1
	KINOSHITA NANCY B	22 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 6	1
	KOBELLENZ JOHN E	20 WELLSTONE DR PORTLAND , ME 04103	20 WELLSTONE	1
	LANGHAM C MARK	5 WELLSTONE DR PORTLAND, ME 04103	5 WELLSTONE	1
	LAPOMARDA MARY A WID WWII	23 WELLSTONE DR PORTLAND , ME 04103	23 WELLSTONE	1
	LECH PAUL C	16 WELLSTONE DR PORTLAND , ME 04103	16 WELLSTONE	1
	LEE PEGGY NICHOLS	18C APPLE LEDGE DR PORTLAND , ME 04103	18 APPLE LEDGE DR UNIT 18C	1
	LEHMUS JOHN A & SUSAN W LEHMUS JTS	10 CUSHING CT PORTLAND , ME 04103	10 CUSHING CT	1
	LENG SOPHA	805 OCEAN AVE PORTLAND , ME 04101	805 OCEAN AVE	1
	LEONARD JEAN R	4 DRESDEN CT PORTLAND , ME 04103	4 DRESDEN CT	1
	LERMAN MARC D	38 WELLSTONE DR PORTLAND , ME 04103	38 WELLSTONE	1
	LEVINSKY ALLAN KW VET & SANDRA JTS	48 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 15	1
	LIEBL HEATHER A	776 OCEAN AVE PORTLAND , ME 04103	774 OCEAN AVE	1
	LORING ROBERTA M WID WWII ROBERTA MARIE LORING	13 CUSHING CT PORTLAND , ME 04103	13 CUSHING CT	1
	LOVELACE DAWN K	54 WELLSTONE DR PORTLAND, ME 04103	54 WELLSTONE	1
	LUCAS PHILIP W & KATHLEEN B LUCAS JTS	10 EDGECOMB CT PORTLAND, ME 04103	10 EDGECOMB CT	1
	LUNT ELIZABETH P	61WELLSTONE DR PORTLAND, ME 04103	61 WELLSTONE	1
	MACDOUGALL BARBARA C & GEORGE W CROCKETT	39 GRAYSTONE LN PORTLAND , ME 04103	787 OCEAN AVE UNIT 26	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	MACY ANTIONETTE A & ALBERT J JTS	30 WELLSTONE DR PORTLAND, ME 04103	30 WELLSTONE	1
	MADSEN HAROLD H JR & SHEILA J EMPLE JTS	39 WELLSTONE DR PORTLAND, ME 04103	39 WELLSTONE	1
	MANGANELLO SAMUEL	732 OCEAN AVE PORTLAND, ME 04103	732 OCEAN AVE	1
	MANN BRYANT C	9 WELLSTONE DR PORTLAND, ME 04103	9 WELLSTONE	1
	MANTER ROBERT W & BETSY SAWYER-MANTER JTS	34 WELLSTONE DR PORTLAND, ME 04103	34 WELLSTONE	1
	MARTIN TRANG P H & RICHARD J MARTIN JTS	6A APPLE LEDGE DR PORTLAND, ME 04103	6 APPLE LEDGE DR UNIT 6A	1
	MATHEWS SUSAN B & DONAL B JTS	66 WELLSTONE DR PORTLAND, ME 04103	66 WELLSTONE	1
	MCCABE JOAN	10 BRAMHALL TERR PORTLAND, ME 04101	10 BRAMHALL TER	1
	MCCALLUM JOHN M & KAREN M MCCALLUM JTS	2 WILDWOOD CIR PORTLAND, ME 04103	2 WILDWOOD CIR	1
	MCCLUNE ANDREW P	60 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 20	1
	MCCUSKER DEBORAH S	10 WILDWOOD CIR PORTLAND, ME 04103	10 WILDWOOD CIR	1
	MCDEVITT REBECCA L & SUSAN J BLIZZARD JTS	98 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 22	1
	MCGARVEY BONNIE & ANN MCGARVEY JTS	63 WELLSTONE DR PORTLAND, ME 04103	63 WELLSTONE	1
	MCINTIRE GLENN P	54 FLYING POINT RD FREEPORT, ME 04032	787 OCEAN AVE UNIT 11	1
	MCKEE CHARLES D	PO BOX 4116 STATION A PORTLAND, ME 04101	3 WILDWOOD CIR	1
	MCLOUGHLIN JANICE & MARGARET HARDY JTS	68 WELLSTONE DR PORTLAND, ME 04103	68 WELLSTONE	1
	MCMANIS HEATHER L	764 CUMBERLAND ST WESTBROOK, ME 04092	67 WELLSTONE	1
	MELODY KEVIN D	309 GRAY RD NORTH YARMOUTH, ME 04097	41 WELLSTONE	1
	MERRILL PETER G & LESLIE P MERRILL JTS	5 EDGECOMB CT PORTLAND, ME 04103	5 EDGECOMB CT	1
	MGM BUILDERS INC	11 MORAVIAN FARM RD WINDHAM, ME 04062	760 OCEAN AVE	0
	MILLER HEATHER G & JOHN R MARTIN JTS	6 WILDWOOD CIR PORTLAND, ME 04103	6 WILDWOOD CIR	1
	MILLER PATRICIA A	10 GABLE CT PORTLAND, ME 04103	10 GABLE CT	1
	MITCHELL BARBARA	170 VARNEY MILL RD BATH, ME 04530	787 OCEAN AVE UNIT 17	1
	MITCHELL BETHANY R	21 WELLSTONE PORTLAND, ME 04103	21 WELLSTONE	1
	MONAGHAN THOMAS F & JANISE V MONAGHAN	18 WILDWOOD CIR PORTLAND, ME 04103	18 WILDWOOD CIR	1
	MOONEY LAURIE R	32 WELLSTONE DR PORTLAND, ME 04103	32 WELLSTONE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	MORAN KATHLEEN M WID WWII VET	7 EDGECOMB CT PORTLAND, ME 04103	7 EDGECOMB CT	1
	MUTI AHMAD T & LEELA MUTI JTS	55 WELLSTONE DR PORTLAND, ME 04103	55 WELLSTONE	1
	NADEAU YVETTE	40 WELLSTONE DR PORTLAND, ME 04103	40 WELLSTONE	1
	NADZO NICHOLAS SOMMERS & ELAINE JOHNS NADZO JTS	22 WILDWOOD CIR PORTLAND, ME 04103	22 WILDWOOD CIR	1
	NAPPI KATHERINE L	16 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 16	1
	NELSON DEBORAH L & PETER D	20 CLOUDMAN CT WESTBROOK, ME 04092	2 WELLSTONE	1
	NICKERSON CECILIA M	6 BRAMHALL TER PORTLAND, ME 04103	6 BRAMHALL TER	1
	NOONAN PATRICIA A	12 WILDWOOD CIR PORTLAND, ME 04103	12 WILDWOOD CIR	1
	NOONAN TRACI G	2B APPLE LEDGE DR PORTLAND, ME 04103	2 APPLE LEDGE DR UNIT 2B	1
	NOVICK ANDREW S & SABRINA S SARAF JTS	36 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 1	1
	OCEAN EAST OF PORTLAND 2	247 COMMERCIAL ST STE A ROCKPORT, ME 04856	733 OCEAN AVE	54
	OCEAN EAST OF PORTLAND LLC	247 COMMERCIAL ST STE A ROCKPORT, ME 04856	733 OCEAN AVE	32
	OUELLET MICHAEL U	37 WELLSTONE DR PORTLAND, ME 04103	37 WELLSTONE	1
	PAGE GLORIA D	69 WELLSTONE DR PORTLAND, ME 04103	69 WELLSTONE	1
	PALAMOUNTAIN GERALDINE N	4 FIELDSTONE CT PORTLAND, ME 04103	4 FIELDSTONE CT	1
	PAQUETTE CARL R & KATHRYN A JTS	28 WELLSTONE DR PORTLAND, ME 04103	28 WELLSTONE	1
	PARCHESKY STEPHEN P & NANCY G PARCHESKY JTS	3 BRAMHALL TER PORTLAND, ME 04103	3 BRAMHALL TER	1
	PASQUALI JUDITH A	22 WELLSTONE DR PORTLAND, ME 04103	22 WELLSTONE	1
	PAUL SARAH K	25 WELLSTONE PORTLAND, ME 04103	25 WELLSTONE	1
	PELTON MARGARET R	4 CUSHING CT PORTLAND, ME 04103	4 CUSHING CT	1
	PENNELL EDNA M BLIND	3 ASHLAR CT PORTLAND, ME 04103	3 ASHLAR CT	1
	PERKINS PATRICIA L	2 CUSHING CT PORTLAND, ME 04102	2 CUSHING CT	1
	PERKINS RICHARD M VN TD VET MARY H PERKINS	794 OCEAN AVE PORTLAND, ME 04103	794 OCEAN AVE	2
	PERRY DEBORAH L	1140 SOUTH PLYMOUTH CT CHICAGO, IL 60605	49 WELLSTONE	1
	PERRY LINDA A & RENE R PERRY JTS	2 BRAMHALL TER PORTLAND, ME 04103	2 BRAMHALL TER	1
	PHEASANT HILL HOMEOWNERS ASSOCIATION	144 PHEASANT HILL DR PORTLAND, ME 04103	94 PHEASANT HILL DR	0

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	PICKETT ROBERT A & SYLVIA A JTS	7 WILDWOOD CIR PORTLAND, ME 04103	7 WILDWOOD CIR	1
	PIERSON ALLISON C & JACOB E PIERSON JTS	3B APPLE LEDGE DR PORTLAND, ME 04103	3 APPLE LEDGE DR UNIT 3B	0
	POIRIER BERNARD J & M BARBARA POIRIER JTS	8 DRESDEN CT PORTLAND, ME 04103	8 DRESDEN CT	1
	POULIN ARTHUR A JR WWII VET & CONSTANCE R TRUSTEES	5 DRESDEN CT PORTLAND, ME 04103	5 DRESDEN CT	1
	POWERS ROBERT S & ROBERT T KELLY JTS	2 EDGECOMB CT PORTLAND, ME 04103	2 EDGECOMB CT	1
	PWM LAND LLC	110 MARGINAL WAY PMB 804 PORTLAND, ME 04101	186 PHEASANT HILL DR	0
	REGAN MAUREEN N	6 GABLE CT PORTLAND, ME 04103	6 GABLE CT	1
	RICCITELLI ROBIN P	50 WELLSTONE DR PORTLAND, ME 04103	50 WELLSTONE	1
	RICHIO JAMEY MARIE	58 WELLSTONE DR PORTLAND, ME 04103	58 WELLSTONE	1
	RINES EVELYN L WWII VET	1A APPLELEDGE DR PORTLAND, ME 04103	1 APPLE LEDGE DR UNIT A1	1
	ROBERTS NANCY M	8 CUSHING CT PORTLAND, ME 04103	8 CUSHING CT	1
	ROCK MICHAEL A	3A APPLE LEDGE DR PORTLAND, ME 04103	3 APPLE LEDGE DR UNIT 3A	0
	ROGERS MIRIAM FAITH WID	1 FIELDSTONE CT PORTLAND, ME 04103	1 FIELDSTONE CT	1
	ROSEN ROBERT N & JUDITH H JTS	2A APPLE LEDGE DR PORTLAND, ME 04103	2 APPLE LEDGE DR UNIT 2A	1
	ROTHBART ROBERT B & TERRY A JUDKINS JTS	4 BRAMHALL TERR PORTLAND, ME 04103	4 BRAMHALL TER	1
	RUMERY ROBERT H KW VET & BETTY GENE RUMERY	10 FIELDSTONE CT PORTLAND, ME 04103	10 FIELDSTONE CT	1
	SAPKO ELEANOR & SHERRY L ALLEN JTS	76 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 30	1
	SAVAGE JEFFREY P & KIM M SAVAGE JTS	4 ASHLAR CT PORTLAND, ME 04103	4 ASHLAR CT	1
	SCHOFIELD RUTH S TRUSTEE	18A APPLE LEDGE DR PORTLAND, ME 04103	18 APPLE LEDGE DR UNIT 18A	1
	SEARS ARTHUR W VN VET & ANNE E SEARS JTS	6 ASHLAR CT PORTLAND, ME 04103	6 ASHLAR CT	1
	SEARS DAVID KW VET & KARIN SEARS JTS	8 GABLE CT PORTLAND, ME 04103	8 GABLE CT	1
	SHANE ORRIN C III & LINDA C K SHANE JTS	9 FIELDSTONE COURT PORTLAND, ME 04103	9 FIELDSTONE CT	1
	SHRUM PATRICIA J	15 WILDWOOD CIR PORTLAND, ME 04103	15 WILDWOOD CIR	1
	SIMMS JANET M	6 SWEET HAVEN LN HARPSWELL, ME 04079	11 DRESDEN CT	1
	SIULINSKI PAULINE A	5 BRAMHALL TER PORTLAND, ME 04103	5 BRAMHALL TER	1
	SKILLINGS HOWARD E KW VET & DENISE D JTS	2 DRESDEN CT PORTLAND, ME 04103	2 DRESDEN CT	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	SMAHA STEPHEN & JESSICA WINSLOW REVOCABLE	1 EDGEComb CT PORTLAND, ME 04103	1 EDGEComb CT	1
	SMITH ALMA M WID KW VET	8 BRAMHALL CT PORTLAND, ME 04103	8 BRAMHALL TER	1
	SMITH BRADLEY W	PO BOX 250 CENTER LOVELL, ME 04016	11 WILDWOOD CIR	1
	SMITH FRANK W & HELEN Y SMITH JTS	10 DRESDEN CT PORTLAND, ME 04103	10 DRESDEN CT	1
	SPARTA RUTH E WID KW VET	9 WILDWOOD CIR PORTLAND, ME 04103	9 WILDWOOD CIR	1
	SPENCER SUZANNE A	7 FIELDSTONE CT PORTLAND, ME 04103	7 FIELDSTONE CT	1
	STOCKLEY JOANN L	56 WELLSTONE DR PORTLAND, ME 04103	56 WELLSTONE	1
	STODDARD ELIZABETH SNOW	7 GABLE CT PORTLAND, ME 04103	7 GABLE CT	1
	STOREY EMMA M	9 DRESDEN CT PORTLAND, ME 04103	9 DRESDEN CT	1
	STOVALL SHEILA D	18 WELLSTONE DR PORTLAND, ME 04103	18 WELLSTONE	1
	STUDLEY PATRICIA A	65 WELLSTONE DR PORTLAND, ME 04103	65 WELLSTONE	1
	SUTTON MARGARET L	11 BRAMHALL CT PORTLAND, ME 04103	11 BRAMHALL TER	1
	TEVANIAN PATRICIA A	1 CUSHING COURT PORTLAND, ME 04103	1 CUSHING CT	1
	THOMAS DAVID & MICHELE CLOUTIER JTS	74 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 31	1
	THOMAS DEBORAH M	9 CUSHING CT PORTLAND, ME 04103	9 CUSHING CT	1
	THOMAS LESLEY J & DAVID M THOMAS JTS	7 WELLSTONE DR PORTLAND, ME 04103	7 WELLSTONE	1
	TUCK RUSSELL V JR VN VET & ANNA L TUCK JTS	7 CUSHING CT PORTLAND, ME 04103	7 CUSHING CT	1
	TURNER JACQUELYN C	1 DRESDEN CT PORTLAND, ME 04101	1 DRESDEN CT	1
	VALDES-LEON SILVIA R	8 EDGEComb CT PORTLAND, ME 04103	8 EDGEComb CT	1
	VEILLEUX CAROL A & DONALD B KALE JTS	20 WILDWOOD CIR PORTLAND, ME 04103	20 WILDWOOD CIR	1
	VIGER CELESTE M	40 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 12	1
	WAITE SARAH H	44 WELLSTONE DR PORTLAND, ME 04103	44 WELLSTONE	1
	WALLACE BRIAN E & MARY ANNE WALLACE JTS	9 BRAMHALL TER PORTLAND, ME 04103	9 BRAMHALL TER	1
	WANG WEI-HSING	42 WELLSTONE DR PORTLAND, ME 04103	42 WELLSTONE	1
	WARD SUSAN M	1 APPLEEDGE DR 18-B PORTLAND, ME 04103	18 APPLE LEDGE DR UNIT 18B	1
	WARREN DEIRDRE V	3 EDGEComb CT PORTLAND, ME 04103	3 EDGEComb CT	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	WEEKS JONATHAN D	3 WELLSTONE DR PORTLAND , ME 04103	3 WELLSTONE	1
	WEIDHAS ALBERT N JR	2 ASHLAR COURT PORTLAND, ME 04103	2 ASHLAR CT	1
	WEIDHAS ALBERT N JR VN VET & CATHERINE P JTS	43 ASHLEY LN PORTLAND, ME 04103	787 OCEAN AVE UNIT 13	1
	WESCOTT & PAYSON	31 OLD CAMPUS DR PORTLAND, ME 04103	765 OCEAN AVE	12
	WHEELER JASON & JAMIE BAKER JTS	43 WELLSTONE DR PORTLAND , ME 04103	43 WELLSTONE	1
	WILLIAMS CRAIG W & LINDA E WILLIAMS JTS	4 WILDWOOD CIR PORTLAND , ME 04103	4 WILDWOOD CIR	1
	WILSON DOROTHY L WID WWII	6 DRESDEN CT PORTLAND , ME 04103	6 DRESDEN CT	1
	ZUB PATRICIA A	4 QUAKER LN PORTLAND , ME 04103	12 WELLSTONE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
Total Listed:	242			332

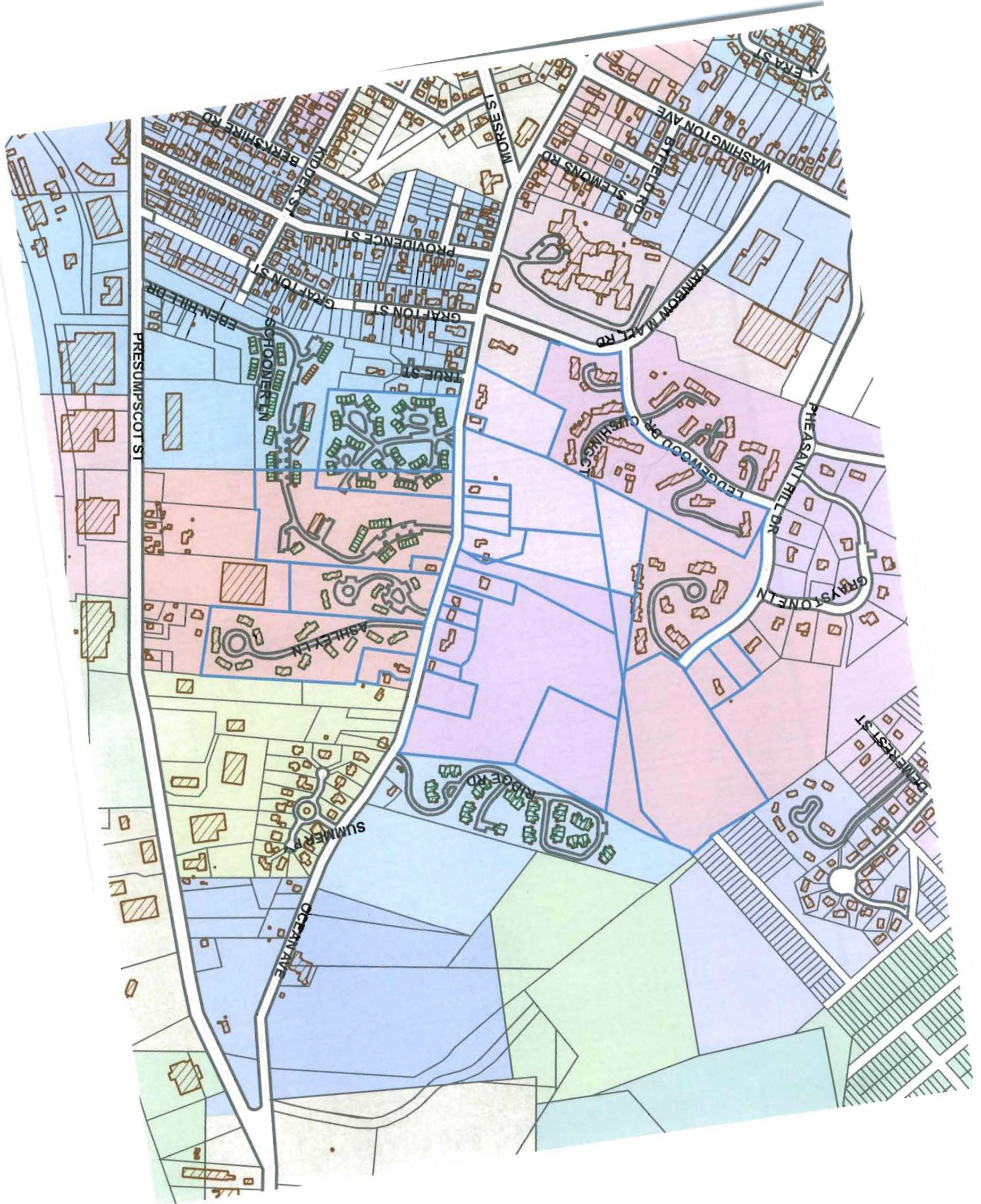


Exhibit F

Building Plans

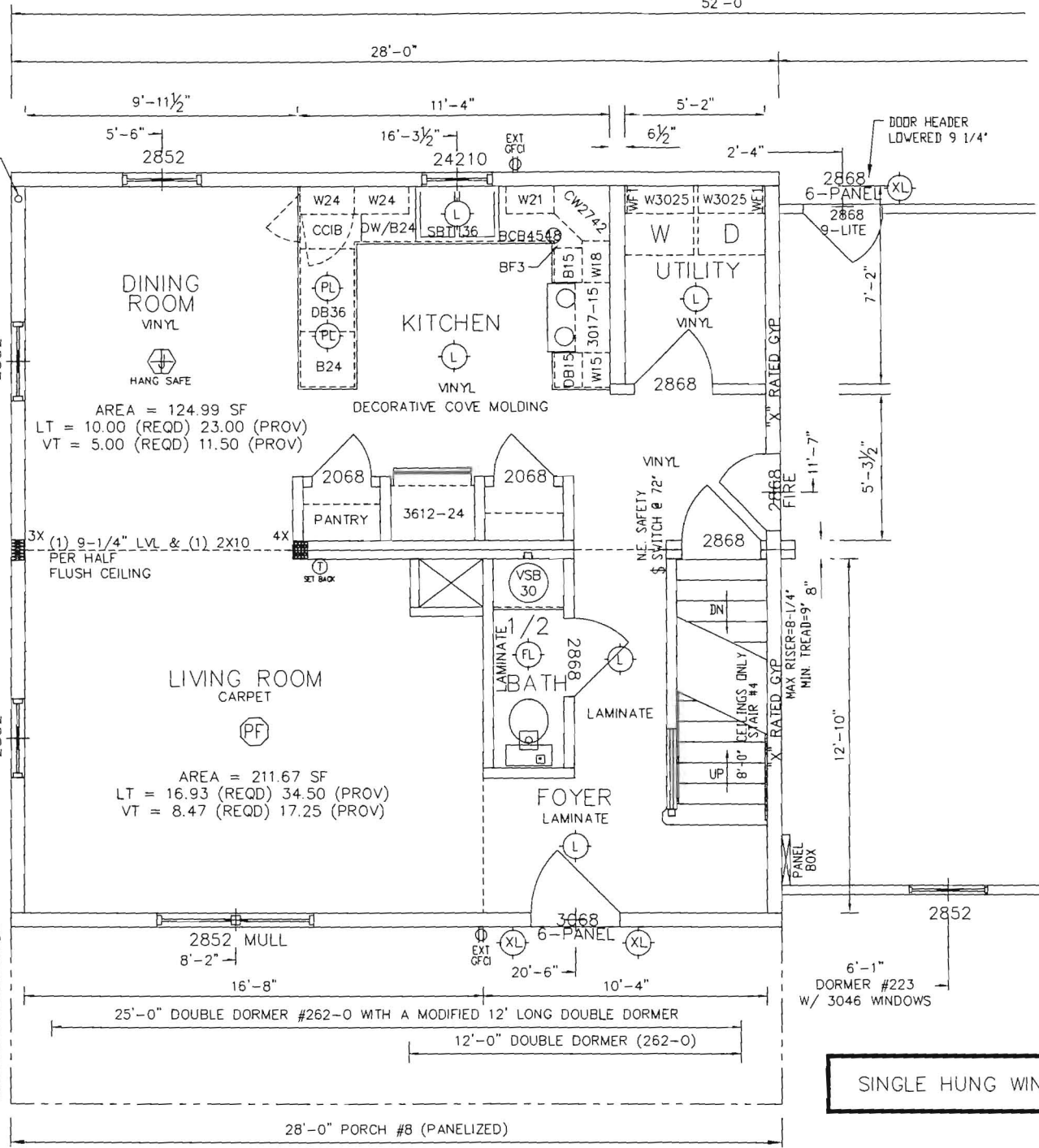
MAIN ROOF PITCH: 7/12 @ 16"o.c.
 GARAGE ROOF PITCH: 12/12 @ 16"o.c.
 1st FLOOR CEILING HEIGHT: 8ft
 2nd FLOOR CEILING HEIGHT: 8ft
 GROUND SNOW LOAD: 50 PSF
 WIND ZONE: 90 MPH
 SEISMIC ZONE: B OR BETTER
 HEAT: HWBB
 FOUNDATION: BASEMENT

1st floor	765.50 sf
2nd floor	765.50 sf
bonus room	430.00 sf
garage	600.00 sf
in-law suite	902.00 sf
total	3,463.00 sf

In-law suite 902sf/3463 sf
(26.0%)

GARAGE SPECS
****PRODUCTION****
 16" OC ROOF
 8'0" CEILINGS
 2x4 EXTERIOR 16" OC WALLS
 2x6 24" OC FLOOR JOIST
 (REFERENCE STD MOD GARAGE
 SPEC SHEET)

7/16" OSB ON BOTH BOXES AT MATTING WALL (ADD 1" TO FOUNDATION)



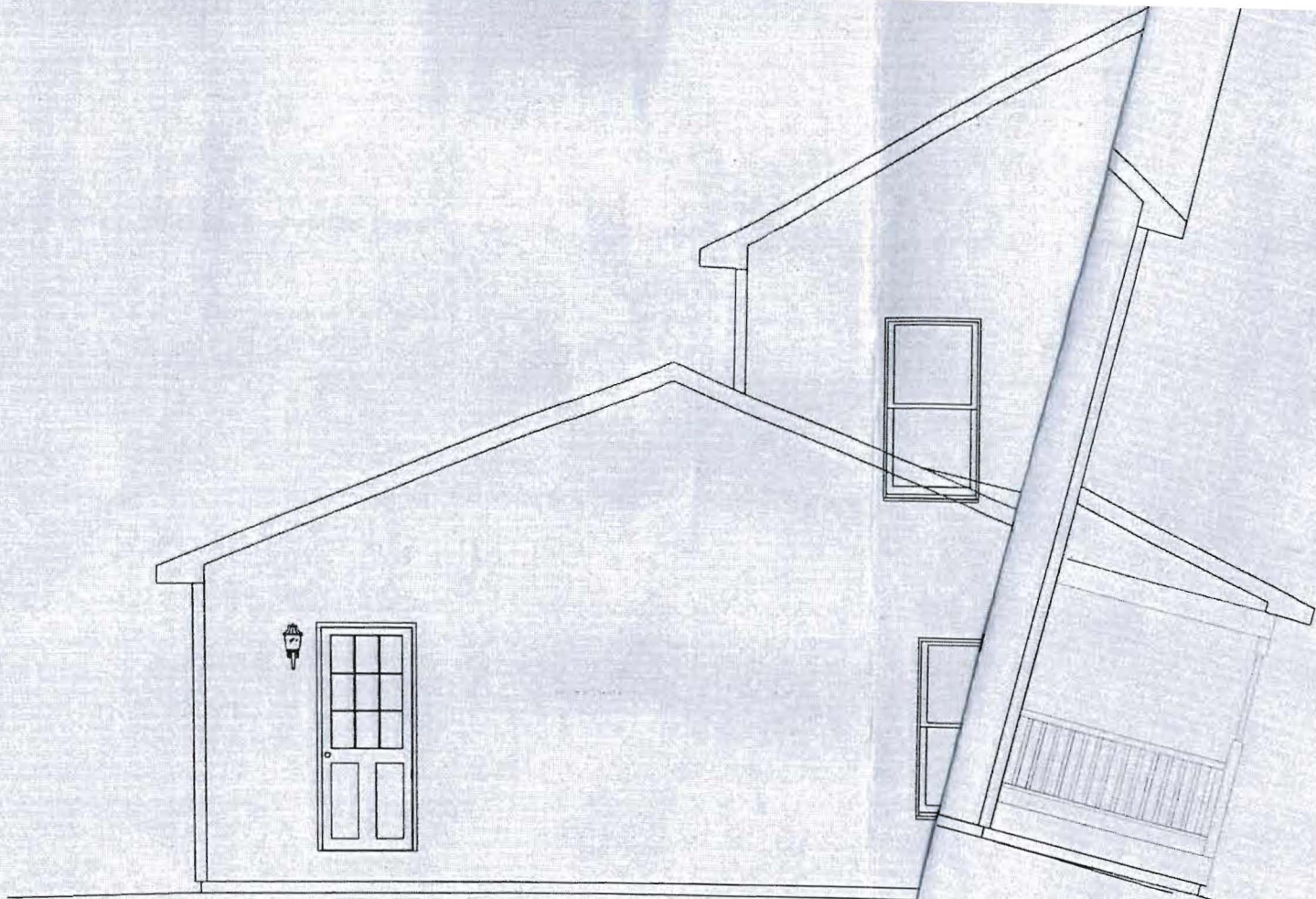
SINGLE HUNG WIND

NO	DATE	REVISION / DESCRIPTION	BY

RITZ-CRAFT
CORPORATION

STARTED: 8-6-09
 TO SALES: 8-6-09
 SALES:
 DATE:
 CONFIRM COMPLETE:
 PERMIT SET COMPLETE:

DEALER: TWIN TOWN HOME
 CUSTOMER: AVONLEA MODE
 RC REP: BRIAN CUNNINGHAM
 STATE:



LEFT

NOTES:

1. ALL NOTES STATING "IN FIELD" OR "BY OTHERS" ARE OBLIGATIONS PERTAINING TO THE DEALER, BUILDER, CUSTOMER, OR OWNER.
2. BASEMENT WINDOWS BY OWNER.
3. ALL EXTERIOR LIGHTS ARE FACTORY SUPPLIED AND FIELD INSTALLED.
4. HINGE ROOF SYSTEMS REQUIRE FIELD COMPLETION.
5. FOOTINGS, FOUNDATION AND STEPS ARE SUPPLIED AND INSTALLED ON SITE BY OTHERS.
6. GARAGE DOORS SUPPLIED AND INSTALLED ON SITE BY OTHERS.
7. SADDLES BETWEEN UNITS OF THE SAME ROOF PITCH AND UNIT WIDTH WILL BE PANELIZED.
8. ALL OTHER SADDLES BETWEEN UNITS WILL HAVE MATERIALS SHIPPED LOOSE FOR ON SITE CONSTRUCTION.
9. SIDING FOR THE GABLE ENDS AND SECOND FLOOR OF 2-STORY IS SHIPPED LOOSE FOR FIELD INSTALLATION.
10. HANDRAILS STOOPS, DOWNSPOUTS AND GUTTERS ARE FURNISHED AND INSTALLED BY OTHERS IN ACCORDANCE WITH ALL STATE AND LOCAL CODES.
11. TERMINATION HEIGHT OF METAL CHIMNEYS WILL BE A MINIMUM OF 3'-0" ABOVE THE HIGHEST POINT WHERE THEY PASS THRU THE ROOF AND A MINIMUM

NO	DATE	REVISION / DESCRIPTION	BY

RITZ-CRAFT CORPORATION

STARTED:
TO SALES:
SALES:
DATE:
CONFIRM COMPLETE:
PERMIT SET COMPU

ON SITE)

3/8" = 1'-0"

JAMIE CO #:

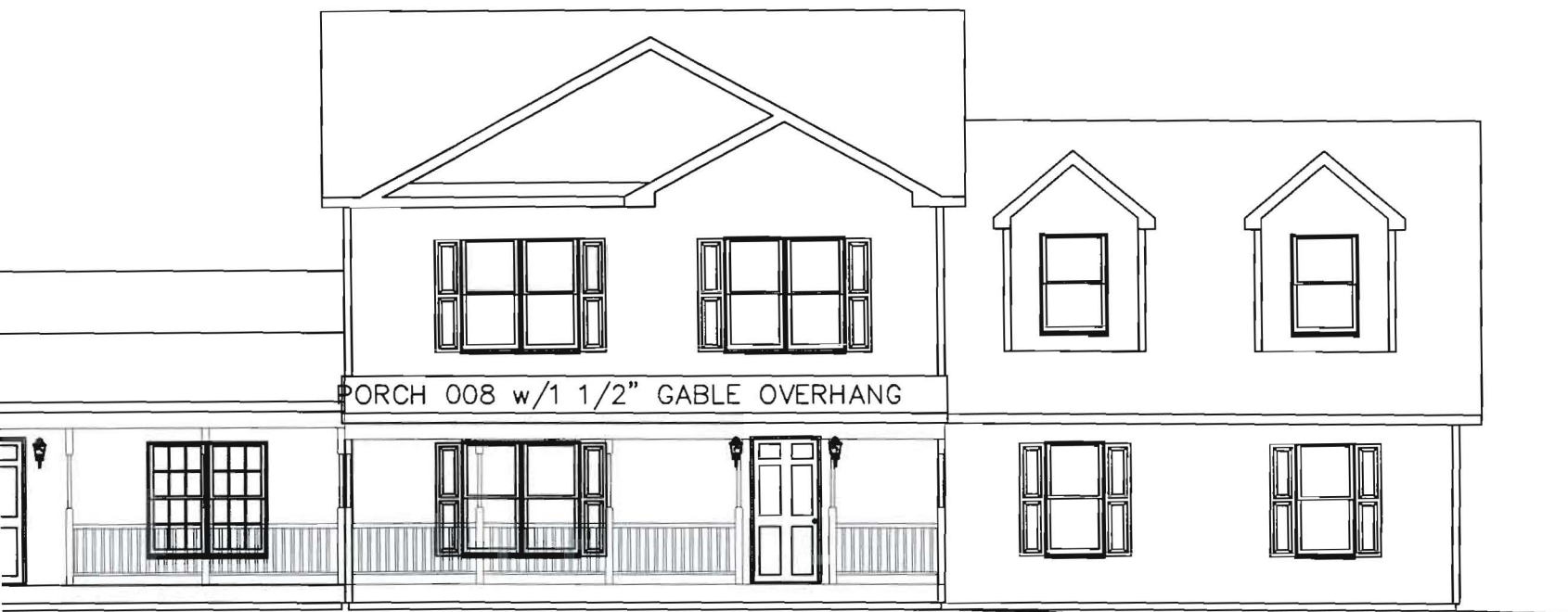
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MODIFIED TIONS

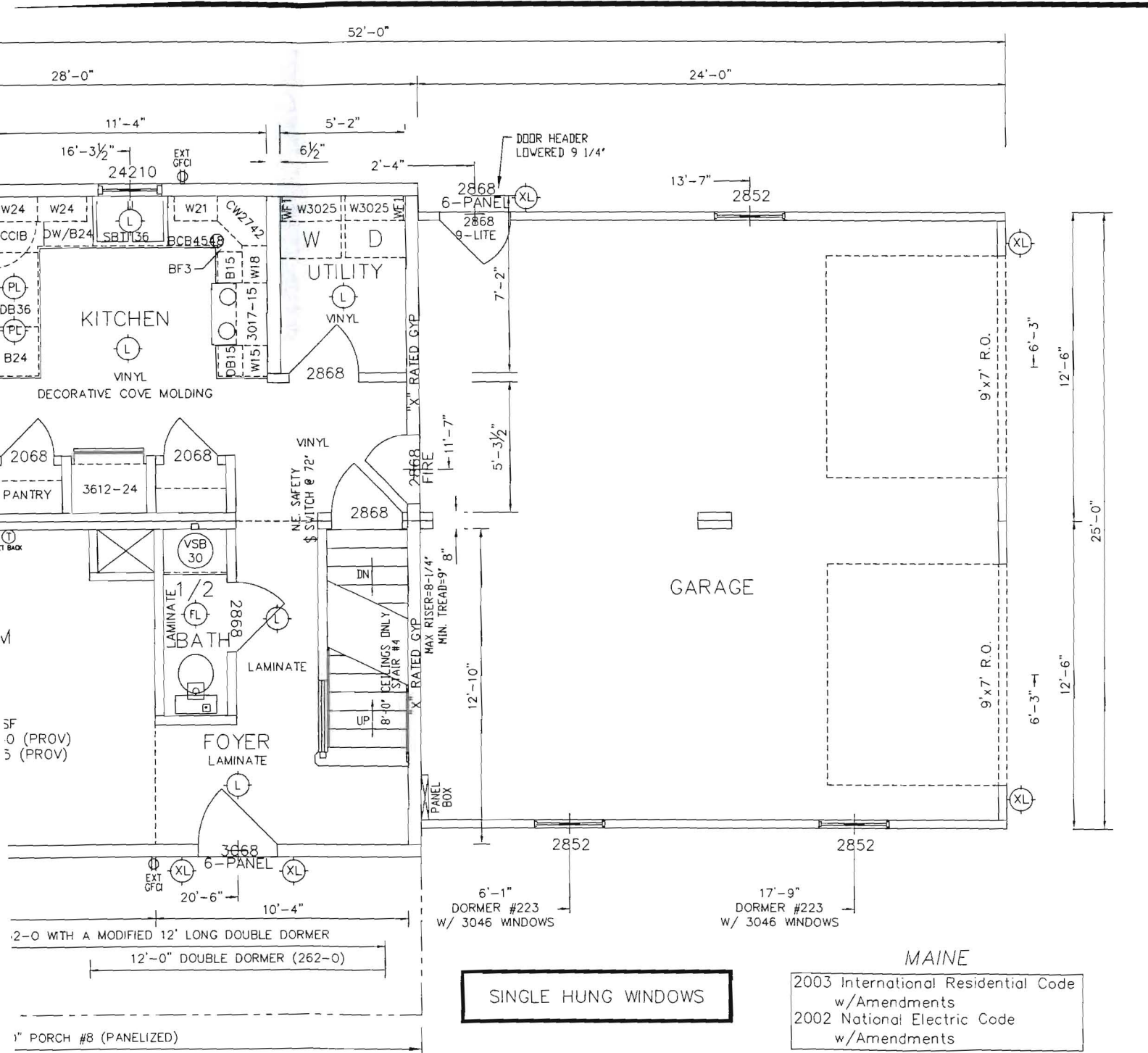
SHEET #:

OF

28' WIDE 7/12 W/12" OVERHANGS



FRONT ELEVATION

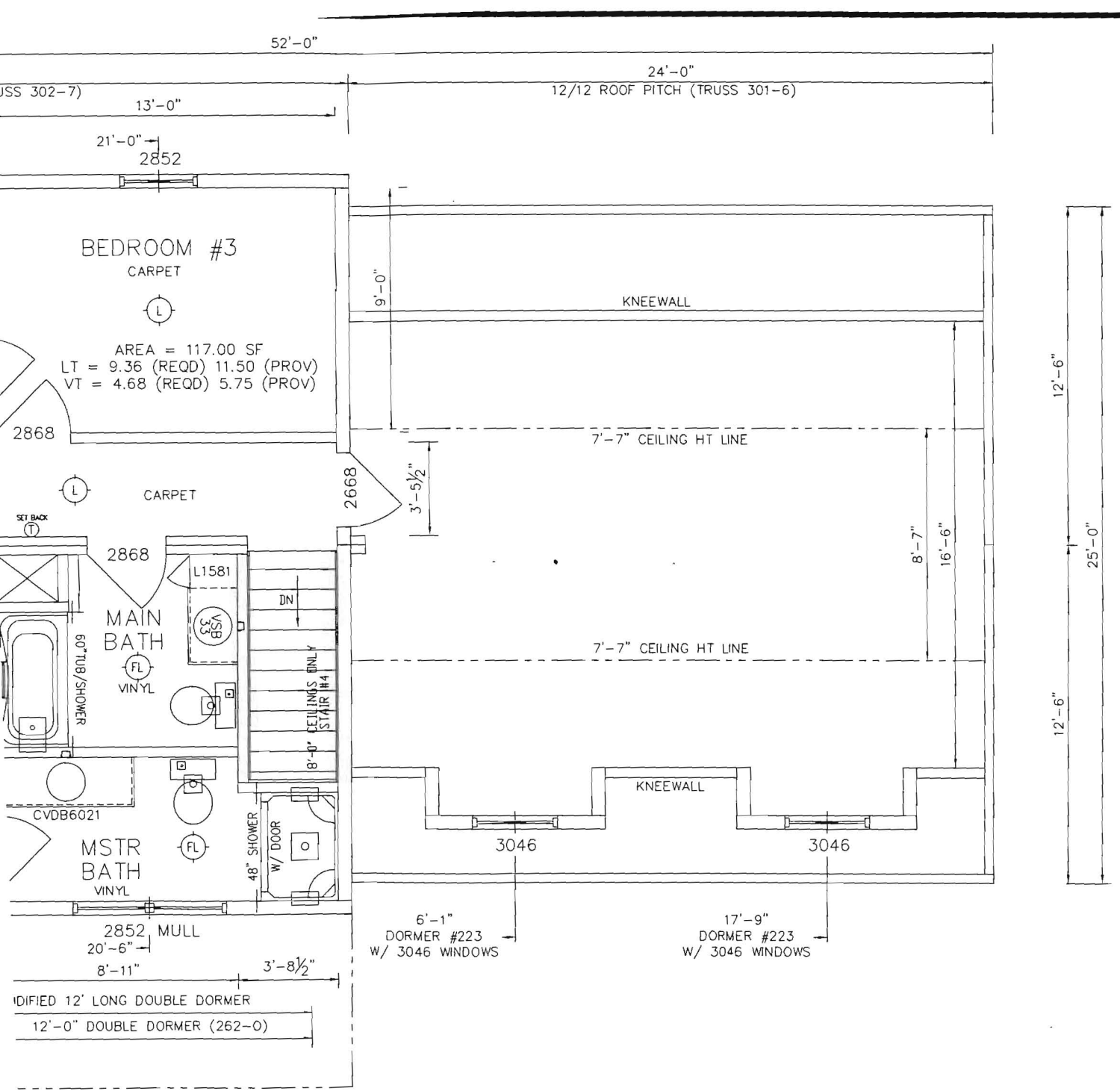


MAINE

SINGLE HUNG WINDOWS

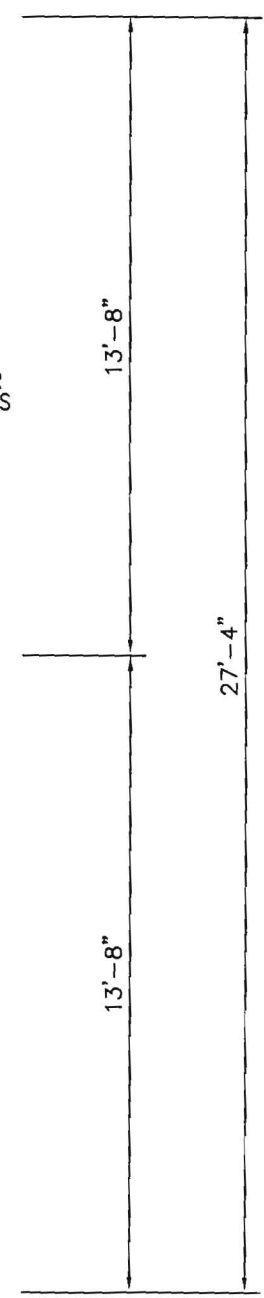
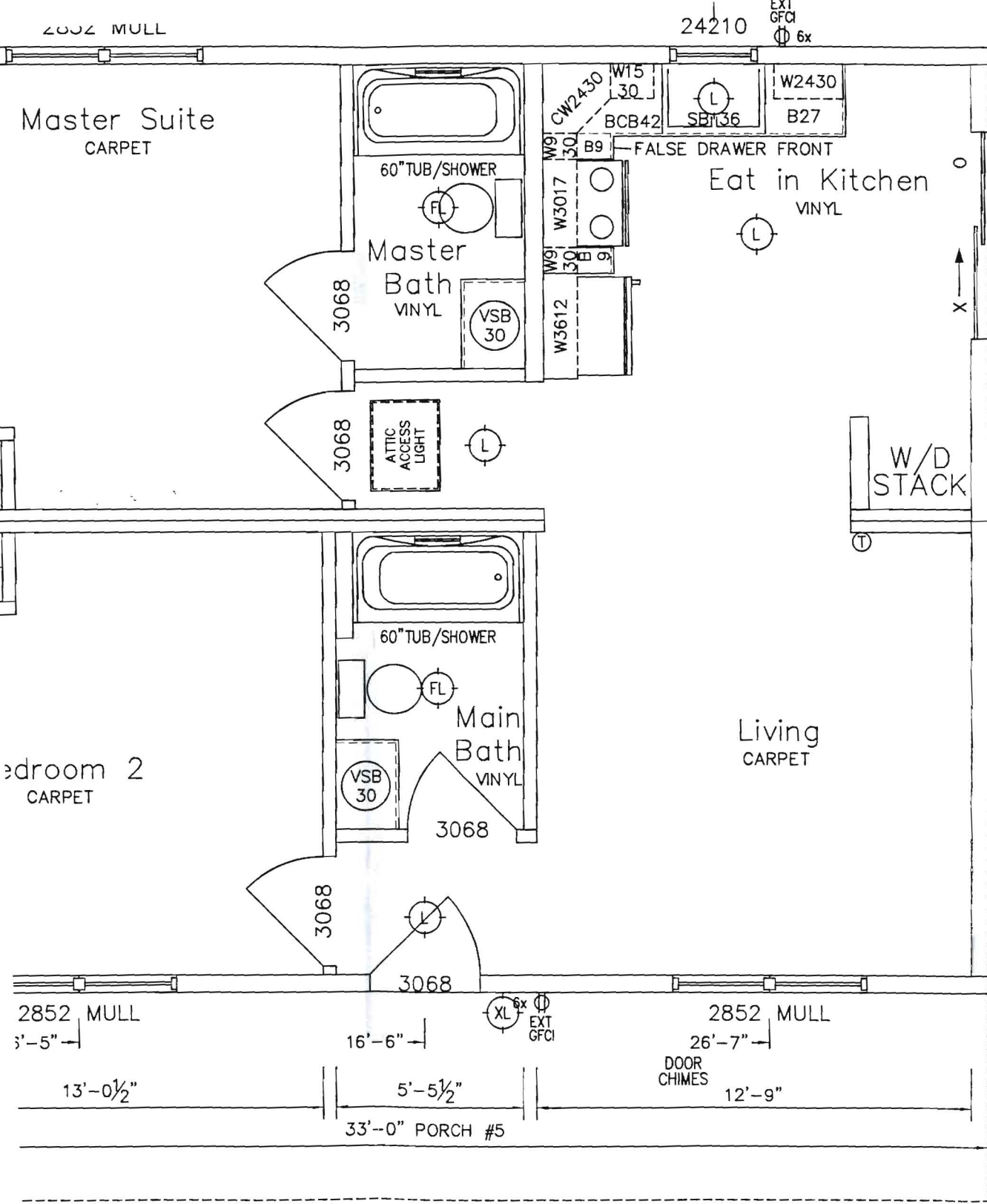
2003 International Residential Code
w/Amendments
2002 National Electric Code
w/Amendments

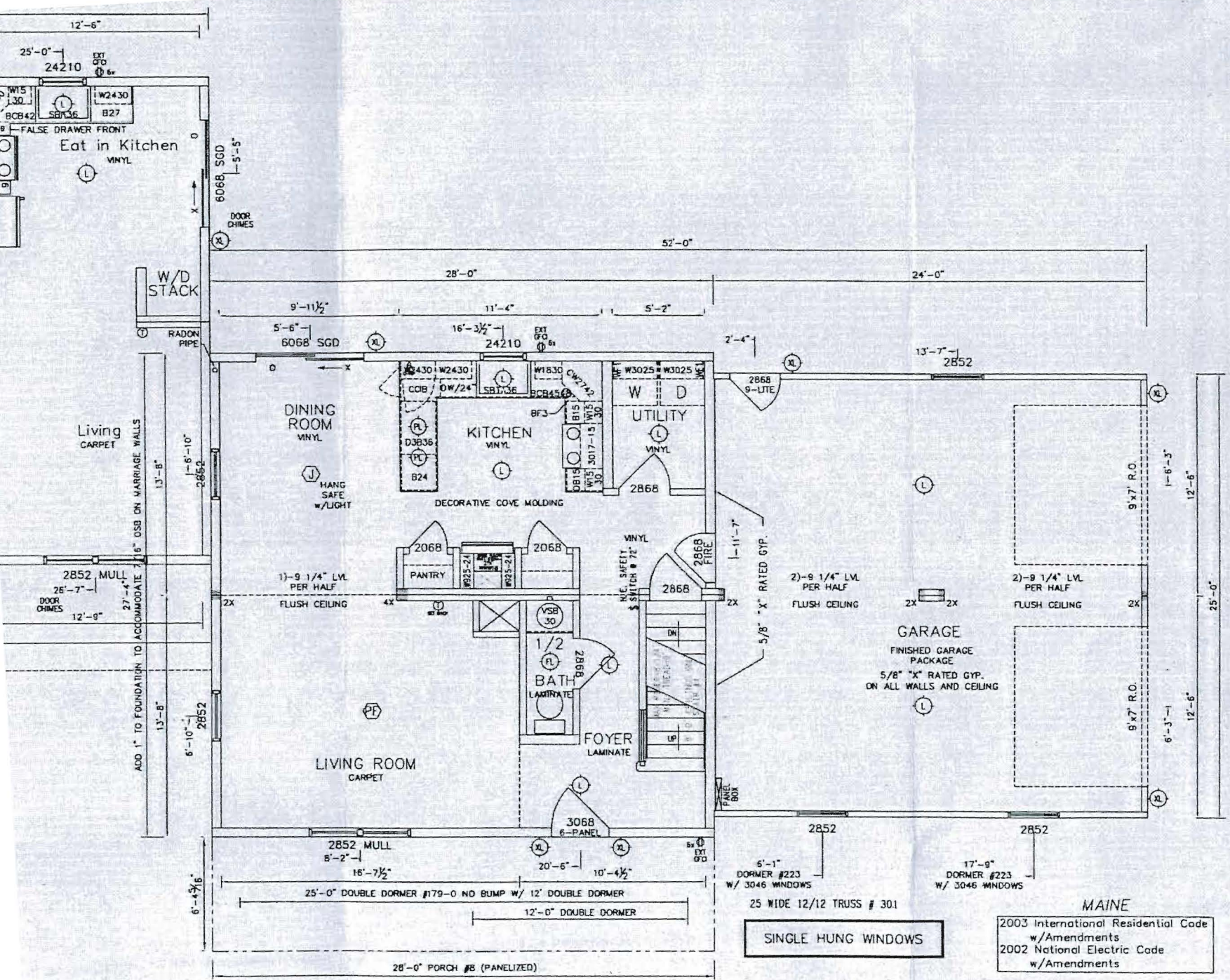
STARTED:	8-6-09	DEALER:	TWIN TOWN HOMES	SCALE:	DO NOT SCALE	CD #:	1657009
TO SALES:	8-6-09	CUSTOMER:	AVONLEA MODEL	DRAWN BY:	ARR	SN:	
DATE:		RC REP:	BRIAN CUNNINGHAM	HERITAGE 2-STY			
CONFIRM COMPLETE:							



2nd floor	765.50 sf
bonus room	430.00 sf
garage	600.00 sf
in-law suite	902.00 sf
total	3,463.00 sf
In-law suite 902sf/3463 sf (26.0%)	

STARTED:	8-6-09	DEALER:	TWIN TOWN HOMES	SCALE:	DO NOT SCALE	CD #:	1657009
TO SALES:	8-6-09	CUSTOMER:	AVONLEA MODEL	DRAWN BY:	ARR	SN:	
DATE:		RC REP:	BRIAN CUNNINGHAM	HERITAGE 2-STY			
CONFIRM COMPLETE:		STATE:	VA	2-1-11-000-0			





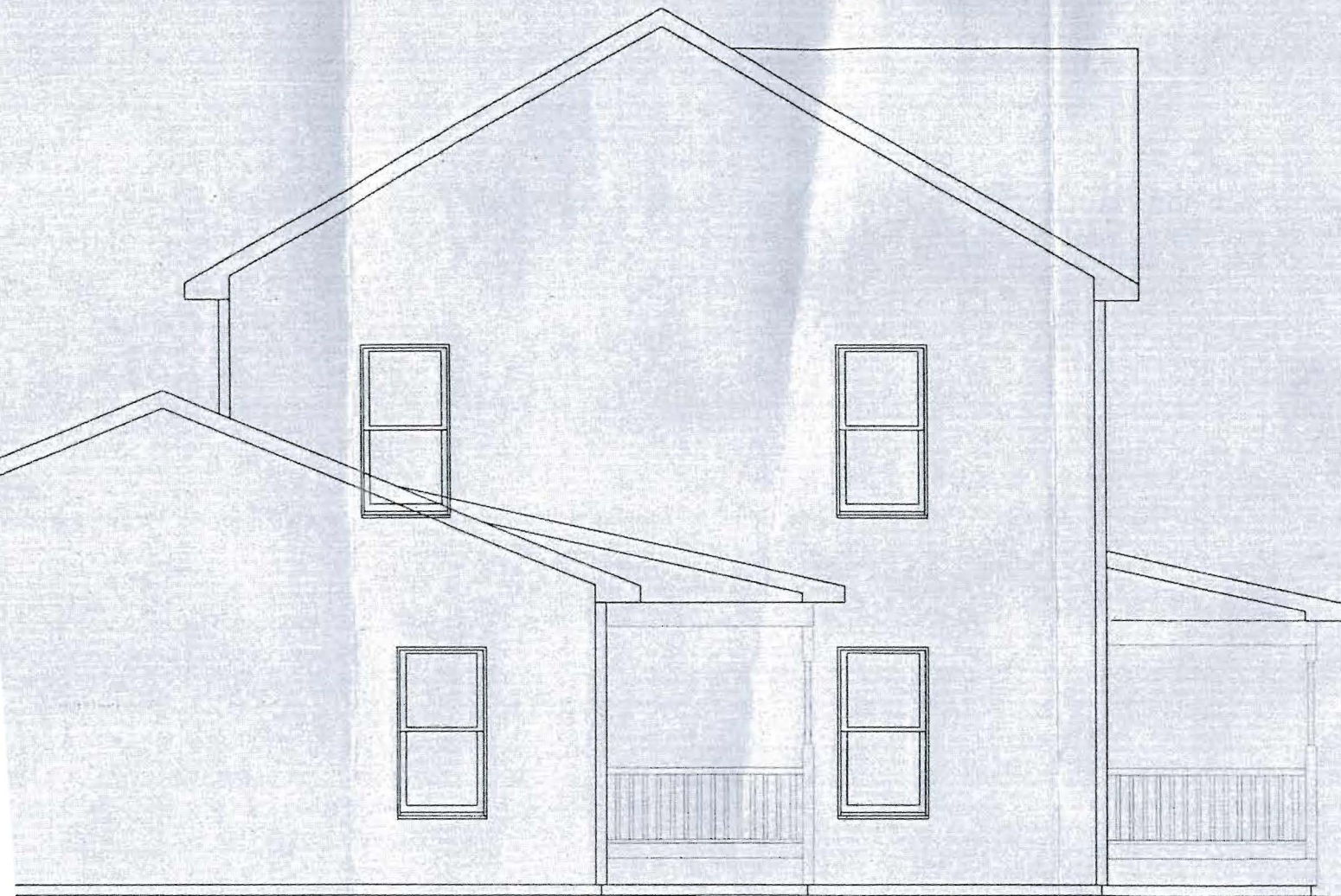
25 WIDE 12/12 TRUSS # 301

MAINE

2003 International Residential Code w/Amendments
2002 National Electric Code w/Amendments

CRAFT
ORATION

STARTED:	2/28/11	DEALER:	TWIN TOWN HOMES	SCALE:	1/4" = 1'-0"	CO #:	1780311
TO SALES:	2/28/11	CUSTOMER:		DRAWN BY:	JAMIE	SN:	
SALES:		RC REP:	MIKE SELLERS	7011 MODIFIED			
DATE:		STATE:	ME	1st FLOOR PLAN			
CONFIRM COMPLETE:						SHEET #:	
PERMIT SET COMPLETE:							



LEFT ELEVATION

4. CONFORM WITH ALL STATE AND LOCAL CODES.
 CHIMNEYS SHALL BE A MINIMUM OF 2'-0" HIGHER THAN ANY PORTION OF A BUILDING WITHIN 10'-0" (CHIMNEY WILL BE INSTALLED BY OTHERS ON SITE)

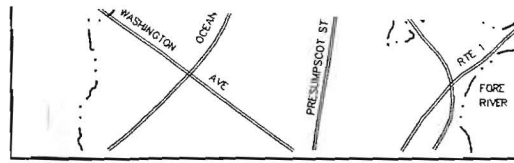
FT ON	STARTED:	2/28/11	DEALER:	TWIN TOWN HOMES	SCALE:	3/8" = 1' - 0"	CO #:	1780311
	TO SALES:	2/28/11	CUSTOMER:		DRAWN BY:	JAMIE	SN:	
	SALES:		RC REP:	MIKE SELLERS	7011 MODIFIED ELEVATIONS			
	DATE:		STATE:	ME				
	CONFIRM COMPLETE:							
PERMIT SET COMPLETE:								

Exhibit G

Conditional Use Plan (11 x 17)

- BUILDING
- WETLANDS
- EDGE WETLAND
- EDGE PAVEMENT
- GRAVEL ROAD
- 122- -120- GRAVEL ROAD
- STONE WALL
- WATER
- WATER GATE VALVE
- HYDRANT
- SEWER
- SEWER MH
- STORM DRAIN
- CATCH BASIN
- DRAINAGE MH
- CULVERT
- OVERHEAD UTILITY
- UTILITY POLE

MAGNETIC



LOCATION MAP

N.T.S.

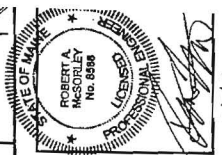
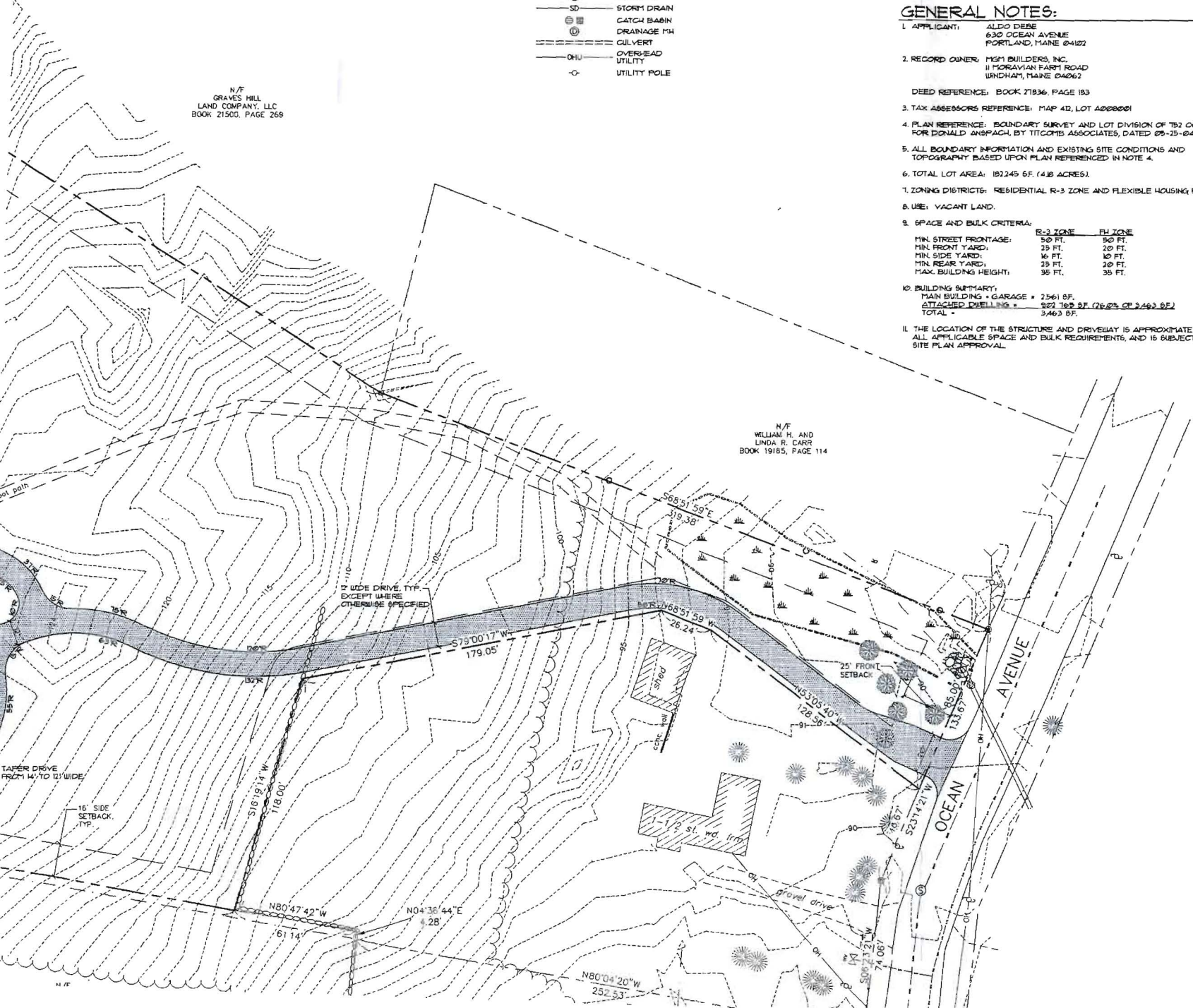
GENERAL NOTES:

1. APPLICANT: ALDO DEBE
630 OCEAN AVENUE
PORTLAND, MAINE 04102
2. RECORD OWNER: MSH BUILDERS, INC.
11 MORAVIAN FARM ROAD
WINDHAM, MAINE 04062
- DEED REFERENCE: BOOK 71836, PAGE 183
3. TAX ASSESSORS REFERENCE: MAP 412, LOT 4200001
4. PLAN REFERENCE: BOUNDARY SURVEY AND LOT DIVISION OF 152 OCEAN AVE FOR DONALD ANSPACH, BY TITCOMB ASSOCIATES, DATED 08-25-04.
5. ALL BOUNDARY INFORMATION AND EXISTING SITE CONDITIONS AND TOPOGRAPHY BASED UPON PLAN REFERENCED IN NOTE 4.
6. TOTAL LOT AREA: 187,248 SF. (4.38 ACRES).
7. ZONING DISTRICTS: RESIDENTIAL R-3 ZONE AND FLEXIBLE HOUSING FH ZONE.
8. USE: VACANT LAND.
9. SPACE AND BULK CRITERIA:

	R-3 ZONE	FH ZONE
MIN. STREET FRONTAGE:	30 FT.	30 FT.
MIN. FRONT YARD:	25 FT.	20 FT.
MIN. SIDE YARD:	16 FT.	10 FT.
MIN. REAR YARD:	25 FT.	20 FT.
MAX. BUILDING HEIGHT:	35 FT.	35 FT.
10. BUILDING SUMMARY:
 MAIN BUILDING + GARAGE = 2561 SF.
 ATTACHED DWELLING = 322 SF. (76.0% OF 3,463 SF.)
 TOTAL = 3,463 SF.
11. THE LOCATION OF THE STRUCTURE AND DRIVEWAY IS APPROXIMATE. MEETS ALL APPLICABLE SPACE AND BULK REQUIREMENTS, AND IS SUBJECT TO FINAL SITE PLAN APPROVAL.

N/F
GRAVES HILL
LAND COMPANY, LLC
BOOK 21503, PAGE 268

N/F
WILLIAM H. AND
LINDA R. CARR
BOOK 19185, PAGE 114



3/18/11

REV.	BY:	DATE:	STATUS:
A	RAM	03-07-11	CONDITIONAL USE SUBMISSION

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

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 Engineering Expertise You Can Build On.
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 www.sebago-technics.com

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
08371	RAM	RAM	RAM	MAL

ADDITIONAL USE PLAN
 OCEAN AVE. PROPERTY
 OCEAN AVENUE
 PORTLAND, MAINE

RECORD OWNER:
 SEE NOTE 2.

O DEBE
 OCEAN AVENUE
 PORTLAND, MAINE 04102