

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Peter Coyne
Philip Saucier-chair
Sara Moppin
Jill E. Hunter
Gordan Smith-secretary
Trish McAllister
William Getz

March 18, 2010

Edgar Beaulieu
27 Cypress Street
Portland, ME 04103

RE: 25-27 Cypress Street
CBL: 344 G029 & 039
ZONE: R-5

Dear Mr. Beaulieu:

Here is the receipt for the payment of the remaining fees for the Practical Difficulty Appeal for 27 Cypress Street. The fees for the appeal are now paid in full.

As I said in my previous letter, Jon Wittig must record the Certificate of Variance Approval in the Cumberland County Registry of Deeds within 90 days of March 4, 2010 or it will be voided. Our office needs a copy of the recorded Certificate of Variance Approval with the book and page on it.

Also, just a reminder that you have six months from the date of the hearing, March 4, 2010, to apply for a building permit to build the new single family home on the new lot, or the Zoning Board approval will expire [section 14-473(e)].

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

Yours truly,



Ann B. Machado
Zoning Specialist

Cc: file

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Peter Coyne
Philip Saucier-chair
Sara Moppin
Jill E. Hunter
Gordan Smith-secretary
Trish McAllister
William Getz

March 5, 2010

Jon Wittig
94 Auburn Street
Suite 201
Portland, ME 04103

RE: 25-27 Cypress Street
CBL: 344 G029 & 039
ZONE: R-5

Dear Mr. Wittig:

At the March 4, 2010 meeting, the Zoning Board of Appeals voted 5-0 to grant the practical difficulty appeal to allow the maximum allowable lot size to be 12,292 square feet, so the lot can be split. I have enclosed a copy of the Board's decision.

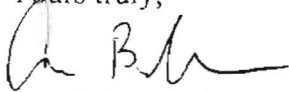
I am also enclosing the Certificate of Variance Approval. **The original must be recorded in the Cumberland County Registry of Deeds within 90 days of March 4, 2010, when it was signed.** Failure to record the Certificate will result in it being voided. Our office must be provided with a copy of the recorded certificate of Variance showing the recorded book and page.

The practical difficulty appeal to increase the maximum allowable lot size was approved, so the new small residential lot can be split off from the original house lot and a single family house can be built. The building permit for the single family home must be applied for within six months of the date of the hearing, March 4, 2010, referenced under section 14-473(e), or the Zoning Board approval will expire.

Appeals from decisions of the Board may be filed in Superior Court, pursuant to 30-A M.R.S.A. section 2691 (2) (G).

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

Yours truly,

A handwritten signature in black ink, appearing to read 'Ann B. Machado', with a stylized, flowing script.

Ann B. Machado
Zoning Specialist

Cc. file

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

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March 5, 2010

Edgar Beaulieu
27 Cypress Street
Portland, ME 04103

RE: 25-27 Cypress Street
CBL: 344 G029 & 039
ZONE: R-5

Dear Mr. Beaulieu:

At the March 4, 2010 meeting, the Zoning Board of Appeals voted 5-0 to grant the practical difficulty appeal to allow the maximum allowable lot size to be 12,292 square feet, so the lot can be split. I have enclosed a copy of the Board's decision and the billing for the legal advertisement, notices and processing fee for the appeal.


The practical difficulty appeal to increase the maximum allowable lot size was approved, so the new small residential lot can be split off from the original house lot and a single family house can be built. Now a building permit to build the new single family home must be applied for. The building permit must be applied for within six months of the date of the hearing, March 4, 2010, referenced under section 14-473(e), or the Zoning Board approval will expire.

I have mailed the Certificate of Variance Approval to Jon Wittig. **The original must be recorded in the Cumberland County Registry of Deeds within 90 days of March 4, 2010, when it was signed.** Failure to record the Certificate will result in it being voided. Our office must be provided with a copy of the recorded Certificate of Variance showing the recorded book and page.

Appeals from decisions of the Board may be filed in Superior Court, pursuant to 30-A M.R.S.A. section 2691 (2) (G).

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

Yours truly,

A handwritten signature in black ink, appearing to read 'A B Machado', with a long horizontal flourish extending to the right.

Ann B. Machado
Zoning Specialist

Cc: file

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

ZONING BOARD APPEAL DECISION

To: City Clerk

From: Marge Schmuckal, Zoning Administrator

Date: March 5, 2010

RE: Action taken by the Zoning Board of Appeals on March 4, 2010.

Members Present: Phil Saucier (chair), Gordon Smith (secretary), Jill Hunter, Peter Coyne and Trish McAllister

Members Absent: Sara Moppin, and William Getz

1. New Business:

A. Practical Difficulty Variance Appeal:

25-27 Cypress Street, Edgar R. Beaulieu, Jr., owner, Tax Map 344, Block G, Lot 029 & 039, R-5 Residential Zone: The appellant is seeking a variance for the maximum lot size required for small residential lot development [section 14-120(2)(b)(2)]. The appellant is requesting that the allowable maximum square footage for the original lot be expanded from 12,000 square feet to allow 12,293 square feet. Representing the appeal is Jon Wittig. **The Board voted 5-0 to grant the practical difficulty appeal.**

Enclosure:

Decision for Agenda from March 4, 2010

Original Zoning Board Decision

One dvd

CC: Joseph Gray, City Manager

Penny St. Louis Littell, Director, Planning & Urban Development

Alex Jaegerman, Planning Division

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

"Practical Difficulty" Variance Appeal

DECISION

Date of public hearing: March 4, 2010

Name and address of applicant: Jon Wittig
Dan Anderson Real Estate, Inc.
94 Auburn St., Suite 201
Portland, ME 04103

Location of property under appeal: 27 Cypress St.

For the Record:

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

Jon Wittig, Representative of Appellant

Alicia Wilson, Daughter of Mother
John BABIN, Portland (Realtor)

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

Findings of Fact and Conclusions of Law:

The applicant is requesting a variance from Section 14-120(2)(b)(2). That section of the code allows for small residential lot development in the R-5 residential zone and states as follows:

(2) *Small residential lot development:* Single family homes may be built on small lots located in the R-5 and may use the dimensional requirements below if one of the following conditions is met:

The lot is:

Vacant as of September 3, 2008; or used exclusively for parking; or contains structure(s) not used for residential purposes; or created from a single lot division of a developed lot and results in a lot meeting the dimensional requirements of §14-120(2) with the remaining developed portion meeting the dimensional requirements of §14-120(1)(a)-(n).

(a) *Minimum lot size:* Five thousand (5,000) square feet.

(b) *Maximum lot size:*

1. Lots that are vacant as of September 3, 2008, used exclusively for parking, or contain structure(s) not used for residential purposes: Six thousand (6,000) square feet.
2. Original developed lot prior to the single lot division that results in a lot meeting the dimensional requirements of §14-120(2) with the remaining developed portion meeting the dimensional requirements of §14-120(1)(a)-(n): Twelve thousand (12,000) square feet.

(c) *Yard dimensions:*

1. *Front yard:*

No more than the average depth of the front yards on either side of the lot.

2. *Side yard:*

- a. Principal or attached accessory structures with ground coverage greater than one hundred (100) square feet: Seven (7) feet.

The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly

increased, but no side yard shall be less than four (4) feet in width.

- b. Accessory detached structures with ground coverage of one hundred (100) square feet or less: Five (5) feet.

(d) *Minimum lot width:* Forty (40).

(e) *Minimum street frontage:* Forty (40).

(f) *Maximum lot coverage:* Fifty (50) percent.

The applicant's original developed lot is 12,293² sq. ft., which exceeds the 12,000 sq. ft. maximum set forth in the code. Therefore, the applicant is seeking a variance from the maximum lot size requirement.

"Practical Difficulty" Variance standard pursuant to Portland City Code §14-473(c)(3):

1. The application is for a variance from dimensional standards of the zoning ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied ☒

Not Satisfied ☐

Reason and supporting facts:

Seeking variance from minimum lot size

2. Strict application of the provisions of the ordinance would create a practical difficulty, meaning it would both preclude a use of the property which is permitted in the zone in which it is located and also would result in significant economic injury to the applicant. "Significant economic injury" means the value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

Satisfied _____ Not Satisfied _____

Reason and supporting facts:

Techway + Exhibit (contract for sale) indicate Applicant stands to lose \$200,000 w/out variance due to inability to sell proposed lot; house listed for \$199k; vacant lot under contract for \$40k; single family home is permitted use in R.5 zone

3. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

Satisfied ☒ Not Satisfied _____

Reason and supporting facts:

Square footage of double lot is caught between minimum + maximum size requirements.

4. The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties.

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

variance would make lot conform to surrounding lots ~~would be~~ in terms of density

5. The practical difficulty is not the result of action taken by the applicant or a prior owner.

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Applicant Buelt lot in current condition

6. No other feasible alternative is available to the applicant, except a variance.

Satisfied ☒ Not Satisfied ☐

Reason and supporting facts:

Applicant cannot create additional lot w/out variance

7. The granting of a variance will not have an unreasonably adverse effect on the natural environment.

Satisfied ✓ Not Satisfied

Reason and supporting facts:

lot has already been cleared

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. § 435, nor within a shoreland zone or flood hazard zone.

Satisfied ✓ Not Satisfied

Reason and supporting facts:

per testimony of zoning administrator

Conclusion: (check one)

☒ Option 1: The Board finds that the standards described above (1 through 8) have been satisfied and therefore GRANTS the application.

☐ Option 2: The Board finds that while the standards described above (1 through 8) have been satisfied, 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 the standards described above (1 through 8) have NOT all been satisfied and therefore DENIES the application.

Dated: 3/4/2010



Board Chair



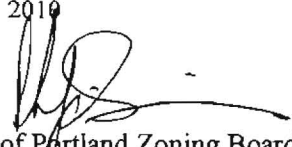
CITY OF PORTLAND

CERTIFICATE OF VARIANCE APPROVAL

I, Philip Saucier, the duly appointed Chair of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the 4th day of March, 2010, the following variance was granted pursuant to the provisions of 30-A M.R.S.A. Section 4353(5) and the City of Portland's Code of Ordinances.

1. **Current Property Owner:** Edgar R. Beaulieu Jr.
2. **Property:** 25-27 Cypress Street, Portland, ME CBL: 344-G-29 & 39
Cumberland County Registry of Deeds, Book: 10722 Page: 186
Last recorded deed in chain of Title: 5/24/1993
3. **Variance and Conditions of Variance:**
To grant relief from section 14-120(2)(b)(2) of the Land Use Zoning Ordinance which limits the maximum lot size to 12,000 square feet and to allow the given lot size of 12,292 square feet for development of a small lot in the R-5 Zone


IN WITNESS WHEREOF, I have hereto set my hand and seal this 4th day of March, 2010


City of Portland Zoning Board,
Philip Saucier (Printed or Typed Name)

, Chair of

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above-named Philip Saucier and acknowledged the above certificate to be his free act and deed in his capacity as Chairman of the Portland Board of Appeals, with his signature witnessed on March 4, 2010.


(Printed or Typed Name)
Notary Public
Margaret Schmückal

My term expires June 28, 2012

PURSUANT TO 30-A M.R.S.A. SECTION 4353(5), THIS CERTIFICATE MUST BE RECORDED BY THE PROPERTY OWNER IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN 90 DAYS FROM FINAL WRITTEN APPROVAL FOR THE VARIANCE TO BE VALID. FURTHERMORE, THIS VARIANCE IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 14-474 OF THE CITY OF PORTLAND'S CODE OF ORDINANCES.

Members present: Philip Saucier, Gordon Smith - Jill Hunter - Trish McAllister
CITY OF PORTLAND, MAINE Peter Coyne

ZONING BOARD OF APPEALS

Members Absent: William Getz - Sara Moppin

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, March 4, 2010 at 6:30 p.m. on the second floor in room 209 at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following Appeal:

called to order: 6:30 pm

1. New Business:

A. Practical Difficulty Variance Appeal:

Granted
5-0

25-27 Cypress Street, Edgar R. Beaulieu, Jr., owner, Tax Map 344, Block G, Lot 029 & 039, R-5 Residential Zone: The appellant is seeking a variance for the maximum lot size required for small residential lot development [section 14-120(2)(b)(2)]. The appellant is requesting that the allowable maximum square footage for the original lot be expanded from 12,000 square feet to allow 12,293 square feet. Representing the appeal is Jon Wittig.

2. Adjournment:

7:15 pm



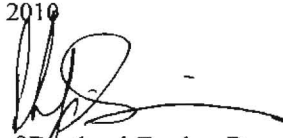
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3. **Variance and Conditions of Variance:**
To grant relief from section 14-120(2)(b)(2) of the Land Use Zoning Ordinance which limits the maximum lot size to 12,000 square feet and to allow the given lot size of 12,292 square feet for development of a small lot in the R-5 Zone

IN WITNESS WHEREOF, I have hereto set my hand and seal this 4th day of March , 2010


City of Portland Zoning Board,
Philip Saucier (Printed or Typed Name), Chair of

STATE OF MAINE
Cumberland, ss.

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(Printed or Typed Name)
Notary Public
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PORTLAND MAINE

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

Penny St. Louis Littell- Director of Planning and Urban Development

Marge Schmuckal, Zoning Administrator

TO: Zoning Chair and Members of Board of Appeals

FROM: Marge Schmuckal, Zoning Administrator

SUBJECT: 25-27 Cypress Street – 344-G-29 – R-5 Zone

DATE: March 4, 2010

The Zoning office has been doing further analysis of the existing lot that is up for consideration of an appeal. Since this lot has 12,292 square feet in lot size, this office wanted to know if this lot could be divided under the regular R-5 zoning requirements instead of using only the small lot exemption allowances. This analysis may also help the Board during its deliberation discussions, especially concerning the requirement that no other feasible alternative is available to the applicant.

The submitted draft survey shows that the actual lot size before the proposed division to be 12,292 square feet in size instead of the 12,293 square feet shown on the application. This is important only for accuracy sake. The submitted survey is not to scale. The applicant has submitted draft plan showing a perpendicular line to the street which causes the lot on the left to be 6,749 square feet in size, leaving the lot on the right size to be only 5,543 square feet. Using the regular R-5 requirements for a minimum lot size of 6,000 square feet in size, the current proposal does not meet that requirement. Nothing has been shown that a line could be drawn to meet the regular lot size requirement of 6,000 square feet. It appears that an extra 457 square feet could be added to the lot on the right side resulting in both lots meeting the minimum lot size of 6,000 square feet each.

If the applicant can meet the minimum lot size for both lots, a reasonable single family can be placed on the right side lot. The only regular R-5 lot size requirement that cannot be met would be the minimum width requirement of 60 feet. It is my opinion at this point that the more appropriate practical difficulty variance would be for lot width using the regular R-5 zone requirements instead of a variance for an exception. There is no written policy, but it seems more appropriate for an applicant to first meet the regular zoning requirements before trying to appeal the limited exceptions to the ordinance. I have attached a breakdown of the regular R-5 requirements and the small lot exceptions. I have not seen any evidence that the applicant has vetted out all regulations before latching on to the minimum regulations that are attached with the small lot exceptions.

REG. R-5R-5 SMALL LOT

MIN LOT SIZE:	6,000 SQ FT	5,000 SQ FT
MAX LOT SIZE:	NO MAX LOT SIZE	12,000 SQ FT
STREET FRONTAGE:	50 FEET	40 FEET
MIN LOT WIDTH	60 FEET	40 FEET
MAX LOT COVERAGE	40%	50%
MIN FRONT YARD	20' OR AVERAGE	NO MORE THAN AVERAGE
MIN REAR YARD	20 FEET	20 FEET DEFAULT
MIN SIDE YARD- 1 & 1 ½ ST:	8 FEET	7 FEET /4' ADJUSTED
2 STORY	12 FEET/8' ADJUSTED	7 FEET/4' ADJUSTED
2 ½ STORY	14 FEET/8' ADJUSTED	7 FEET/4' ADJUSTED



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*Penny St. Louis Littell - Director of Planning and Urban Development
Marge Schmuckal, Zoning Administrator*

TO: CHAIR AND MEMBERS OF THE ZONING BOARD OF APPEALS

FROM: ANN MACHADO, ZONING SPECIALIST *fbm*

SUBJECT: 25-27 CYPRESS STREET, 344-G-029 - R-5

DATE: FEBRUARY 24, 2010

On September 3, 2009 the City Council amended the City Code and added section 14-120(2) to allow small residential lot development for single family homes in the R-5 residential zone. This change to the City Code was the result of property owners in the R-5 residential zone who either had vacant lots that couldn't be developed under section 14-120(1) or had oversized lots that couldn't be split because they didn't meet the criteria of section 14-120(1).

Section 14-120(2) allows a developed lot in the R-5 residential zone to be split into two lots if the original developed lot is a minimum of 11,000 square feet (6,000 square feet for the developed lot and 5,000 square feet for the new lot) and a maximum of 12,000 square feet. Under section 14-120(1)(a)(1) the minimum residential lot size is 6,000 square feet. Section 14-120(2) reduces the minimum required lot width to forty feet. Under section 14-120(1)(f) the minimum lot width for a single family in the R-5 zone is sixty feet. Section 14-120(2) also reduces the minimum required street frontage to forty feet. Under section 14-120(1)c) the minimum street frontage is fifty feet.

The applicant would like to apply the R-5 small lot standards to his lot which is over the stated maximum lot size of 12,000 square feet. His lot is 12,293 square feet.

or arterial road:

Large	Not limited
Medium	4,500 sq. ft.
Small	2,250 sq. ft.

- (p) *Maximum floor area for places of assembly not on a collector or arterial road:*

Large	4,500 sq. ft.
Medium	2,250 sq. ft.
Small	1,125 sq. ft.

(2) *Small residential lot development:* Single family homes may be built on small lots located in the R-5 and may use the dimensional requirements below if one of the following conditions is met:

The lot is:

Vacant as of (date of enactment); or used exclusively for parking; or contains structure(s) not used for residential purposes; or created from a single lot division of a developed lot and results in a lot meeting the dimensional requirements of §14-120(2) with the remaining developed portion meeting the dimensional requirements of §14-120(1)(a)-(n).

- (a) *Minimum lot size:* Five thousand (5,000) square feet.

- (b) *Maximum lot size:*

1. Lots that are vacant as of (date of enactment), used exclusively for parking, or contain structure(s) not used for residential purposes: Six thousand (6,000) square feet.
2. Original developed lot prior to the single lot division that results in a lot meeting the dimensional requirements of §14-120(2) with the remaining developed portion meeting the dimensional requirements of §14-120(1)(a)-(n): Twelve thousand (12,000) square feet.

(c) *Yard dimensions:*

1. *Front yard:*

No more than the average depth of the front yards on either side of the lot.

2. *Side yard:*

- a. Principal or attached accessory structures with ground coverage greater than one hundred (100) square feet: Seven (7) feet.

The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than four (4) feet in width.

- b. Accessory detached structures with ground coverage of one hundred (100) square feet or less: Five (5) feet.

(d) *Minimum lot width:* Forty (40).

(e) *Minimum street frontage:* Forty (40).

(f) *Maximum lot coverage:* Fifty (50) percent.

(Ord. No. 536-84, 5-7-84; Ord. No. 98-86, § 2, 10-6-86; Ord. No. 83-88, § 5, 7-19-88; Ord. No. 386-89, §§ 1, 2, 4-3-89; Ord. No. 235-91, § 11, 2-4-91; Ord. No. 33A-91, § 5, 4-17-91; Ord. No. 118-93, § 10, 10-18-93; Ord. No. 154-96, § 10, 12-16-96; Ord. No. 165-97, § 4, 12-1-97; Ord. No. 56-08/09, 9-3-08; Ord. No. 131-08/09, 12-15-08; Ord. No. 127-09/10, 1-4-10 emergency passage)

*Editor's note--Ord. No. 83-88, § 5, adopted July 19, 1988, amended § 14-120 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 83-88.

Sec. 14-121. Other requirements.

- (a) *Off-street parking:* Off-street parking is required as provided in division 20 (off-street parking) of this article.

- (b) *Shoreland and flood plain management regulations:* Any lot



Planning and Development Department
Zoning Board of Appeals
Practical Difficulty Variance Application

Applicant Information:

Jon Wittig

Name

Dan Anderson Real Estate, Inc.

Business Name

94 Auburn Street Suite 201

Address

Portland Maine 04103

207 415-0755

Telephone

207 878-3207

Fax

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

Owner's Realtor

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

Current Zoning Designation: R5

Existing Use of Property:

Single Family

Subject Property Information:

27 Cypress Street

Property Address

Chart 344 block G lots 29 & 39

Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

Ed Beaulieu

Name

27 Cypress Street

Address

Portland Maine 04103

207 797-5419

Telephone

Fax

Practical Difficulty Variance from Section 14 - 120 (2) b

RECEIVED

FEB 12 2010

Dept. of Building Inspections
City of Portland Maine

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

The undersigned hereby makes application for a Practical Difficulty Variance as above described, and certified that all information herein supplied by his/her is true and correct to the best of his/her knowledge and belief.

Signature of Applicant

Date

2/10/2010

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Board of Appeals may grant a variance from the dimensional standards of this article when strict application of the provisions of the ordinance would create a practical difficulty, as defined herein, and when all the following conditions are found to exist:

1. The need for the variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood:

See Attached

2. The granting of the variance will not have an unreasonably detrimental effect on either the use or fair market value of the abutting properties:

See Attached

3. The Practical Difficulty is not the result of action taken by the applicant or a prior owner:

See Attached

4. No other feasible alternative is available to the applicant, except a variance:

See Attached

5. The granting of a variance will not have an unreasonably adverse effect on the natural environment:

See Attached

6. Strict application of the dimensional standards of the ordinance to the subject property will preclude a use which is permitted in the zone in which the property is located:

See Attached

7. Strict application of the dimensional standards of the ordinance to the subject property will result in significant economic injury to the applicant:

See Attached

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. Section 435, nor within a shoreland of flood hazard zone as defined in this article:

See Attached

The following words have the meanings set forth below

- a.) Dimensional Standards: Those provisions of this article which relate to lot area, lot coverage, frontage and setback requirements.
- b.) Practical difficulty: A case where strict application of the dimensional standards of the ordinance to the property for which a variance is sought would both preclude a use of the property which is permitted in the zone in which it is located and also would result in significant economic injury to the applicant.
- c.) Significant Economic Injury: The value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

A Practical Difficulty Variance may not be used to grant relief from the provisions of Section 14-449 (Land Use Standards) to increase either volume or floor area, nor to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Board of Appeals may grant a variance from the dimensional standards of this article when strict application of the provisions of the ordinance would create a practical difficulty, as defined herein, and when all the following conditions are found to exist.

1. The need for the variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood: Sec 14-120 (2) provides minimum and maximum lot sizes the maximum being 12,000 sq ft before the division of the potential lot. Ed's lot is 12,293 sq ft. A survey was done to determine if a lot could be divided under Sec 14-120 (1) and it was determined that he could not. This property is too big for 14-120 (2) and too small for 14-120 (1) making the circumstances unique and specific to this property

2. The granting of the variance will not have an unreasonably detrimental effect on either the use or fair market value of the abutting properties: The granting of the variance would only allow for an exception to the maximum lot size as outlined in 14-120 (2) b. The house meets all applicable setbacks and conforms to the neighborhood both in style and size. The impact would be the same as any small lot developed in R5 and possibly the existence of new construction might improve fair market value for others in the neighborhood.

3. The Practical Difficulty is not the result of action taken by the applicant or a prior owner: The practical difficulty in this case was caused by an attempt to prohibit lot owners (through the use of 14-120 (2) b) from using 14-120 (2) if they qualified under 14-120 (1). I spoke with Alex Jaegerman (Director of Planning & Development) regarding this point and he stated "we just didn't take this scenario into account when writing the small lot provision"

4. No other feasible alternative is available to the applicant, except a variance: Every attempt was made by the surveyor to create a lot under 14-120 (1) to no avail. The only feasible solution would be to use 14-120 (2) and obtain a variance for the 293 sq ft of excess acreage. (See attached survey)

5. The granting of a variance will not have an unreasonably adverse effect on the natural environment: The lot in question is currently vacant and consists of mowed grass with no trees. Developing this lot would have little or no impact on the natural environment. (See attached photos)

6. Strict application of the dimensional standards of the ordinance to the subject property will preclude a use which is permitted in the zone in which the property is located: **The current zoning rules in R5 allow for the development of lots both smaller and larger than Ed's lot. Strict application of the dimensional standards outlined in 14-120 (2) b would prohibit Ed from spitting off a lot because the lot is 293 sq ft too big.**

7. Strict application of the dimensional standards of the ordinance to the subject property will result in significant economic injury to the applicant: **Ed has received an offer to purchase his lot (see attached purchase and sale agreement dated Nov 4th 2009) If he is not allowed to split the lot he will loose a significant portion of the lands value as it's highest and best use would be a buildable lot.**

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R. S.A. Section 435, nor within a shoreland of flood hazard zone as defined in this article: **See attached survey**

Revised
Cover Letter

RECEIVED

February 18, 2010

FEB 18 2010

Zoning Board of Appeals
389 Congress St. Rm. 315
Portland Maine 04101

Dept. of Building Inspections
City of Portland Maine

Dear Members of the Zoning Board of Appeals,

I represent Ed Beaulieu as his realtor in a transaction involving the sale of his property located at 27 Cypress Street (tax sheet 344 block G lots 29 & 39). When I listed the property Ed told me how he and his neighbors had gone through the process of having an amendment passed in the R5 zone allowing for the development of small lots. Ed owns 12,293 sq ft in total and plans to split off a lot under the small lot provision {14-120 (2)}. The provision states a minimum lot size of 11,000 sq ft and a maximum lot size of 12,000 sq ft. Under the R5 zoning rules {14-120 (1)} Ed can not split his lots because he does not have sufficient lot width to accommodate two 60 ft wide building lots (see attached survey). Under the Small Lot Provision Ed's lot does not qualify because it is 293 sq ft in total over the maximum allowed but otherwise conforms to the provision.

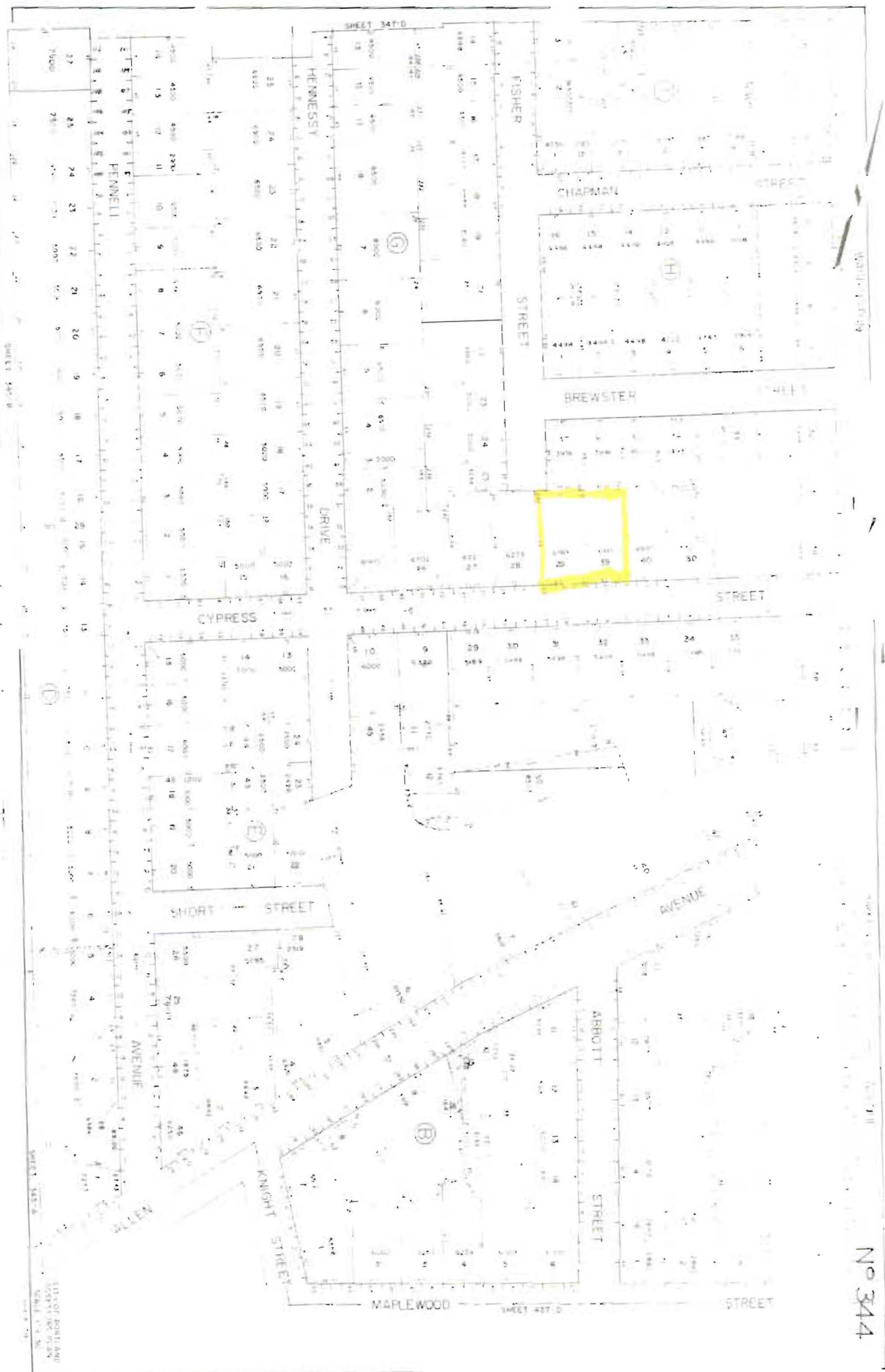
According to Alex Jaegerman in Planning the maximum lot size was put in place to prohibit the use of {14-120 (2)} by those who qualify under {14-120 (1)}. Alex and I talked at length about this particular case and he stated that "they just didn't take this scenario in to account when writing the Small Lot Provision" This created a circumstance where **Ed's lot is both, too small and too big to split.**

Ed has an offer to purchase his lot should he gain city approval. The 293 sq ft over the maximum allowed represent the only non conformance to the Small Lot Provision and his lot and proposed single family residence are in keeping with the neighborhood. I ask that a variance be granted allowing Ed to utilize the small lot provision so he may receive a fair market value for his property.

Thank you for your consideration.

Sincerely,

Jon Wittig
Dan Anderson Real Estate, Inc.









to 28423 10722 P. 186

28423

WARRANTY DEED
Maine Statutory Short Form

Know all Men by these Presents,

That We, Thomas W. Caiazzo and Barbara Caiazzo of Gray, in the County of Cumberland and State of Maine for consideration paid, grant to Edgar R. Beaulieu, Jr. of Portland, County of Cumberland and State of Maine, with Warranty Covenants, the real property located in Portland, County of Cumberland and State of Maine, described as follows:

A certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, being lot numbered two hundred forty two (242) on a plan of "The Holmsteads", made by E.C. Jordan, E.C. dated September 1921, recorded in the Cumberland County Registry of Deeds in Plan Book 14, Page 70, to which reference may be had for a more particular description.

Also another certain lot or parcel of land with any buildings thereon situated in said Portland, in said County and State, on the northerly side of Cypress Street at the southwesterly corner of lot numbered three (3) as shown on Sub-division Plan of Lovejoy Field, recorded in said Registry of Deeds in Plan Book 13, Page 24; thence northwesterly by said lot numbered three (3) one hundred ten and one tenth (110.1) feet to lot numbered eleven (11), as shown on said last mentioned Plan; thence southwesterly by said lot numbered eleven (11) and lot numbered ten (10) as shown on said last mentioned plan fifty five and two hundredths (55.02) feet to Lot No. Five (5) as shown on said last mentioned plan; thence southeasterly by said Lot No. Five (5) one hundred eleven and seventh tenths (111.7) feet to said Cypress Street; thence northeasterly by said Cypress Street fifty five (55) feet to the point of beginning.

This conveyance is made subject to any outstanding rights to maintain an easement or easements for a sewer pipe line or a water pipe line as set forth in the deed from Maurice G. Fickett and Virginia E. Fickett to J.C. Cagle, Harry E. Myers and James W. Lee, local Trustees for the Church of God of Prophecy dated March 9, 1968 and recorded in the Registry of Deeds in Book 3032, Page 53.

This conveyance is also made subject to restrictions of record, insofar as they are still in force and applicable.

MAINE REAL ESTATE TAX PAID

RAMSAY, JOFFMAN
& SMITH
Attorneys at Law
218 BAIN STREET
SUITE 10
SOUTH PORTLAND
MAINE 04106
(207) 773-1244

lb 28423 & 10722 p 187

Being the same premises conveyed to the Grantors herein by deed of Bruce A. Pike dated July 8, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6820, Page 154.

Witness, my hand and seal this 24 day of May ¹⁹⁹³ ~~December 1992~~.

Signed, Sealed and Delivered in the presence of



Witness

T O V B O T L

Witness



Thomas W. Calazzo




Barbara Calazzo

STATE OF MAINE

Cumberland, ss

Personally appeared before me the above named Thomas W. Calazzo and Barbara Calazzo and acknowledged the foregoing instrument to be their free act and deed.

Dated: May 24 ¹⁹⁹³ ~~1992~~



Attorney At Law/Notary Public

William P. Donohue

Recorded
Cumberland County
Registry of Deeds
05/27/93 12:59:47PM
John B. O'Brien
Register

I Ed Beaulieu grant Jon Wittig permission to speak on my behalf at the zoning board of appeals. This permission shall be for the purpose of obtaining a variance for my lot (344, G, 39).

Sincerely,

A handwritten signature in dark ink, appearing to read "Ed Beaulieu", is written over a horizontal line.

Ed Beaulieu
27 Cypress Street.
Portland Maine 04103

PURCHASE AND SALE AGREEMENT - LAND ONLY

November 4, 2009

Effective Date
Effective date is defined in Paragraph 20 of this Agreement

WITNESSETH: This Agreement is made between Madd LLC

("Buyer")

Edgar Beaulieu

("Seller")

SUBJECT: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (together "part of" see para. 22 for explanation) the property situated in municipality of Portland Cumberland State of Maine, located at 23 Cypress St.

Record(s) recorded at said County's Registry of Deeds Book(s) 10722, Page(s) 186

OFFER: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 40,000.00 as delivery of ☒ will deliver to the Agency within 2 days of the Offer Date, a deposit of earnest money in the amount of \$ 2,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the date, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will be null and void. Buyer agrees that an additional deposit of earnest money in the amount of \$ none will be required. Failure by Buyer to deliver this additional deposit in accordance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by cash, cashier's or trust account check upon delivery of the Deed.

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

AGENCY / MONEY ACCEPTANCE: Dan Anderson Real Estate, Inc. ("Agency") shall act as escrow agent and act as escrow agent until closing; this offer shall be valid until November 6, 2009 at 5:00 AM ☒ PM, and, in the event of non-acceptance, this earnest money shall be returned promptly. 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 reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

TITLE CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of the Maine Real Estate Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance of the purchase price on see addendum (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 of 30 calendar days from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller. If, at the time Seller hereby agrees to make a good-faith effort to cure any title defect during such period, if, at the time of the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close on the property with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of all obligations hereunder and any earnest money shall be returned to the Buyer.

The property shall be conveyed by a Warranty deed, and shall be free and clear of all liens except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the present use of the property.

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

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.

PRORATION: 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).

Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, it shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax information can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer taxes as required by State of Maine.

Signed: Edgar Beaulieu (Buyer's initials) EB Seller's initials EB

Notary Public for the State of Maine, Portland, Maine 04103

Notary Public for the State of Maine, Portland, Maine 04103

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

Seller/Seller's Licensee makes any warranties regarding the condition, permitted use or value of Seller's 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: <u>ability to split lot from existing parcel to build a single unit home</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>	<u>seller</u>	<u>seller</u>
2. SEWER SYSTEM Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEWER SYSTEM DESIGN Purpose: <u>to obtain satisfactory department approval to install service w/ typical fees</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>buyer</u>	<u>buyer</u>
4. TOWN PERMITS Purpose: <u>to satisfy town requirements for obtaining a one unit 2 story building permit</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>	<u>buyer</u>	<u>buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: <u>to obtain excavator approval for typical utility & storm drain construction</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>buyer</u>	<u>buyer</u>
7. WATER Purpose: <u>to obtain satisfactory district approval to install service with typical fees</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	_____	_____
8. SEWER DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEED RECORD APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: <u>to satisfy zoning regulations to split proposed lot from current parcel</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>	<u>seller</u>	<u>seller</u>
11. EXISTING REVIEW WATER ROWE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. ADDED DRIVEWAY ENCROACHMENT PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX MAP STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Other specifications regarding any of the above: Buyer to provide EMD deposit of \$2,000 for survey per quote to obtain survey to meet town permit requirements for site plan & permit application for proposed lot with a 2 story dwelling & the remaining parcel as 2 separate legal lots.

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other action 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 action specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer shall 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 a professional's investigation as mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

XXX (X) This Agreement ☐ is not subject to Financing. If subject to Financing:

This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ 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 to provide Seller with loan commitment letter from lender within _____ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, 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) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.

Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

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 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.

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

_____ of _____ is a ☐ Seller Agent ☐ Buyer Agent
Licensee Agency ☐ Disc Dual Agent ☐ Transaction Broker

_____ of _____ is a ☐ Seller Agent ☐ Buyer Agent
Licensee Agency ☐ Disc Dual Agent ☐ Transaction Broker

If a 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.

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

MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes of 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.

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.

PRINCIPAL OBLIGATIONS: Any representations, statements and agreements are not valid unless contained herein. This Agreement conclusively expresses the obligations of the parties.

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

COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same legal effect as if the signatures were on one instrument. Original or faxed signatures are binding.

ADDITIONAL: Yes, Explain: _____ ☒ No

EFFECTIVE DATE 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 shall be effective upon communication, verbally or in writing. 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 State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) 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 count 5:00 p.m. Eastern Time on such date.

Printed Name of Buyer(s)

Buyer(s) Initials

Seller(s) Initials

1. **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.

2. **OTHER CONDITIONS:** All contingencies are from completion date of survey. Closing to be the date the remaining parcel is closed. No commission due buyer broker. Buyer is an agent with Dan Anderson Real Estate Inc. If permission to split lot is not granted, EMD/Survey Fee to be returned to buyer.

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.

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.

Buyer and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes. Even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

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

Buyer's Mailing address is 543 Allen Ave, Portland, ME 04103

DATE BUYER DATE
Madd: 11/10

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 _____

DATE SELLER DATE
S: 11/10 Edgar Beaulieu

COUNTER-OFFER

Seller agrees (or not) on the terms and conditions as detailed herein with the following changes and/or conditions:

Sellers acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer expires unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____

AM PM

DATE SELLER DATE

Buyer hereby accepts the counter offer set forth above

DATE BUYER DATE

EXTENSION:

The date for the performance of this Agreement is extended until _____
DATE

DATE SELLER DATE

DATE SELLER DATE



February 1, 2010

original

Zoning Board of Appeals
389 Congress St. Rm. 315
Portland Maine 04101

Dear Members of the Zoning Board of Appeals,

I Represent Ed Beaulieu as his realtor in a transaction involving the sale of his property located at 27 Cypress Street (tax sheet 344 block G lots 29 & 39) When I listed his property Ed told me how he and his neighbors had gone through the process of having an amendment passed in the R5 zone allowing for the development of small lots. Ed owns 12,293 sq ft in total. His lot under the current R5 zone is unbuildable. The Amended R5 Zoning states a minimum lot size of 11,000 sq ft and a maximum lot size of 12,000 sq ft. According to Alex Jaegerman in Planning this was done to prohibit the use of this amendment by those who otherwise qualify under the R5 zoning rules. Alex and I talked about this particular case and he stated that "they just didn't take this scenario in to account when writing the Amendment."

Ed has an offer to purchase his lot should he gain city approval. The 293 sq ft represent the only non conformance to the amended R5 zone and his lot and proposed single family residence are in keeping with the neighborhood. I ask that a variance be granted allowing Ed to utilize the amended R5 zoning rules so that he may receive fair market value for his property.

Thank you for your consideration.

Sincerely,

Jon Wittig
Dan Anderson Real Estate, Inc

or arterial road:

Large	Not limited
Medium	4,500 sq. ft.
Small	2,250 sq. ft.

- (p) Maximum floor area for places of assembly not on a collector or arterial road:

Large	4,500 sq. ft.
Medium	2,250 sq. ft.
Small	1,125 sq. ft.

(2) *Small residential lot development:* Single family homes may be built on small lots located in the R-5 and may use the dimensional requirements below if one of the following conditions is met:

The lot is:

Vacant as of (date of enactment); or used exclusively for parking; or contains structure(s) not used for residential purposes; or created from a single lot division of a developed lot and results in a lot meeting the dimensional requirements of §14-120(2) with the remaining developed portion meeting the dimensional requirements of §14-120(1)(a)-(n).

- (a) *Minimum lot size:* Five thousand (5,000) square feet.

- (b) Maximum lot size:

1. Lots that are vacant as of (date of enactment), used exclusively for parking, or contain structure(s) not used for residential purposes: Six thousand (6,000) square feet.

2. Original developed lot prior to the single lot division that results in a lot meeting the dimensional requirements of §14-120(2) with the remaining developed portion meeting the dimensional requirements of §14-120(1)(a)-(n): Twelve thousand (12,000) square feet.

12,291



February 1, 2010

Zoning Board of Appeals
389 Congress St. Rm. 315
Portland Maine 04101

COPY

Dear Members of the Zoning Board of Appeals,

I Represent Ed Beaulieu as his realtor in a transaction involving the sale of his property located at 27 Cypress Street (tax sheet 344 block G lots 29 & 39) When I listed his property Ed told me how he and his neighbors had gone through the process of having an amendment passed in the R5 zone allowing for the development of small lots. Ed owns 12,293 sq ft in total. His lot under the current R5 zone is unbuildable. The Amended R5 Zoning states a minimum lot size of 11,000 sq ft and a maximum lot size of 12,000 sq ft. According to Alex Jaegerman in Planning this was done to prohibit the use of this amendment by those who otherwise qualify under the R5 zoning rules. Alex and I talked about this particular case and he stated that "they just didn't take this scenario in to account when writing the Amendment."

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Thank you for your consideration

Sincerely,

Jon Wittig
Dan Anderson Real Estate, Inc.

current R5.
or small middle
lot developments
- what lot are
you referring to

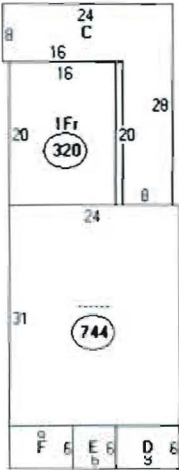
how existing
or new lot
why can't he qualify? - lot size & lot width?

What exactly are you asking for in variance?
allowance
max lot size to be 12,293 - increase of 293 ft.

- copy of full sized site plan from Survey Inc.?

Other options - attempts surveyor made.

use lot width scenario - lot width 65'.



Descriptor/Area	
A	744 sqft
B: 1Fr	320 sqft
C: WD	352 sqft
D: EP	54 sqft
E: 5Fr/EP	36 sqft
F: EP	54 sqft

= 1560

deck
152
160
312

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#)
[Home](#)
[Departments](#)
[City Council](#)
[E-Services](#)
[Calendar](#)
[Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information:**Services****Applications****Doing Business****Maps****Tax Relief****Tax Roll****Q & A**
[browse city services a-z](#)
[browse facts and links a-z](#)


Best viewed at
800x600, with
Internet Explorer

CBL	344 G029001
Land Use Type	SINGLE FAMILY
Property Location	27 CYPRESS ST
Owner: Information	BEAULIEU EDGAR R JR 27 CYPRESS ST PORTLAND ME 04103
Book and Page	10722/186
Legal Description	344-G-29-39 CYPRESS ST 25
Acres	12791 SF 0.282

Current Assessed Valuation:

TAX ACCT NO.	36664	OWNER OF RECORD AS OF APRIL 2009
		BEAULIEU EDGAR R JR
LAND VALUE	\$73,500.00	27 CYPRESS ST
BUILDING VALUE	\$97,900.00	PORTLAND ME 04103
HOMESTEAD EXEMPTION	(\$12,350.00)	
NET TAXABLE - REAL ESTATE	\$159,050.00	
TAX AMOUNT	\$2,821.56	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

Card 1 of 1

Year Built	1920
Style/Structure Type	BUNGALOW
# Stories	1
Bedrooms	3
Full Baths	1
Total Rooms	5
Attic	FULL FINISH
Basement	FULL
Square Feet	1789

[View Sketch](#)[View Map](#)[View | Links](#)**Sales Information:**

Sale Date	Type	Price	Book/Page
5/24/1993	LAND + BUILDING	\$75,000.00	10722/186

[New Search!](#)





City of Portland Zoning Board of Appeals

February 24, 2010

Edgar Beaulieu
27 Cypress Street
Portland, ME 04103

Dear Mr. Beaulieu,

Your Practical Difficulty Appeal has been scheduled to be heard before the Zoning Board of Appeals on **Thursday, March 4, 2010 at 6:30 p.m.** in Room 209, located on the second floor of City Hall.

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

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

I have also included the bill for the legal ad, notices and processing fee 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,

A handwritten signature in black ink, appearing to read 'Ann B. Machado', is written over a horizontal line.

Ann B. Machado
Zoning Specialist

Cc: Jon Wittig
File

S Project Master Inquiry (PZN2001001)

File Edit Commands Help

SUNGARD PUBLIC SECTOR

NavLine

Project 10-59500001

- ☐ Bonds
- ☐ Conditions
- ☐ Documents
- ☒ Fees
- ☐ Key dates
- ☐ Locations
- ☐ Notice letters
- ☐ Project data
- ☐ Project names
- ☐ Project text
- ☐ Receipts
- ☐ Reviews
- ☐ Review steps
- ☐ Active review action
- ☐ Active review agency

Project General Information

Project description: PRACTICAL DIFFICULTY APPEAL 27 CYPRESS STREET OVER MAX LOT SIZE FOR SMALL RESIDENTIAL
 Project type: ZONING PRACTICAL DIFFICULTY VARIANCE ZPD
 Project Title: 27 CYPRESS
 Applicant: ED BEAULIEU
 Project status: ACTIVE AC
 PIN number: 5367
 Application date: 2/12/2010
 Planner assigned: ANN MACHADO ASM
 Accounting project:
 Dwelling units: 0
 Total square footage: 0
 Building Permits notify: NONE
 Permit process:

Type	Description	Charged	Credited	Paid	Balance Due
actions	LEGAL AD ZONING BOARD	109.51	.00	109.51	.00
	NOTICING ZONING BOARD	66.75	.00	66.75	.00
	ZONING PROCESSING FEE	50.00	.00	50.00	.00
	ZONING BOARD OF APPEALS	100.00	.00	100.00	.00
Is		326.26	.00	326.26	.00

Print

Cancel

Exit

Refresh

City of Portland

DATE: 3/18/10

TIME: 10:36:40

PZ CASH RECEIPT

PROJECT #: 10-59500001

PROJECT DESC: PRACTICAL DIFFICULTY APPEAL 27 CYPRESS S

RECEIVED FROM: BEAULIEU EDGAR R JR

RECEIPT NUMBER:

FEE	DESCRIPTION	CREDIT	PAYMENT
---	-----	-----	-----
L2	LEGAL AD ZONING BOARD		109.51
N1	NOTICING ZONING BOARD		66.75
ZP	ZONING PROCESSING FEE		50.00
		TOTAL AMOUNT:	226.26

City of Portland

DATE: 2/12/10

TIME: 14:21:53

PZ CASH RECEIPT

PROJECT #: 10-59500001

PROJECT DESC: PRACTICAL DIFFICULTY APPEAL 27 CYPRESS S

RECEIVED FROM: Edgar Beaulieu

RECEIPT NUMBER:

FEE	DESCRIPTION	CREDIT	PAYMENT
---	-----	-----	-----
Z1	ZONING BOARD OF APPEALS		100.00
		TOTAL AMOUNT:	100.00

EDGAR R BEAULIEU, JR.
PAULA J BEAULIEU
27 CYPRESS ST.
PORTLAND, ME 04103

52-7438/2112

301

DATE 3-12-10

PAY TO
THE ORDER OF

City of Portland \$ 226.26
Two Hundred twenty Six — 26/100 DOLLARS

Bangor
Savings Bank
BANGOR, MAINE 04401

MEMO

Edgar R Beaulieu MP

⑆211274382⑆ 2010081145⑈ 0301

Bill to:

CBL: 344 G029

Application No: 10-59500001

Edgar Beaulieu

Invoice Date: 02/24/10

Total Amount Due: \$226.26

27 Cypress Street

Portland, ME 04103

DATE Feb 3, 2010 1007

ME 04102 0000

JULY 7 1968
 PORTLAND
 MAY TO THE
 ORDER OF
 \$ 100 00
 100 DOLLARS

rk

Joan D

743821: "2010081145" 1003

1150100814511007

Edgar R. Brundage

Bangor
Savings Bank

Isaac Newton

PAULA J BEAULT
27 CYPRESS ST
PORTLAND
PAY TO THE
ORDER OF City
One Hundred

ME 04103 0000 DATE Feb 3, 2010 1007
\$ 100.00
DOLLARS

Security features included: Driveln on black

 Security features included. Details on back.

From: Laurie Melanson <lmelanson@pressherald.com>
To: <AMACHADO@portlandmaine.gov>
Date: 2/22/2010 4:07 PM
Subject: Zoning Board of Appeals Legal Ad
Attachments: 3914545.pdf

Hello,

Attached you will find a proof of your legal notice to run on Feb. 26.
The charges came to \$109.51.

Thanks,
Laurie
--

Laurie Melanson

Advertising / Classified Sales Assistant

Portland Press Herald / Maine Sunday Telegram

Phone: (207) 791-6191

Fax: (207) 828-8196

Email: lmelanson@pressherald.com

obituary@pressherald.com

celebrations@pressherald.com

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	A & D REALTY LLC % WINSLOW PROPERTY MGMT	5 MILITIA DR LEXINGTON, MA 02421	21 AUBURN ST	2
	ALLEN AVE EXTENSION LLC	318 ALLEN AVE PORTLAND, ME 04103	320 ALLEN AVE	1
	ALLIANCE ENERGY CORP	36 EAST INDUSTRIAL RD BRANFORD, CT 06405	1397 WASHINGTON AVE	1
	AMATO'S ENTERPRISES INC	312 ST JOHN ST 2ND FLOOR PORTLAND, ME 04102	357 ALLEN AVE	0
	AMATO'S ENTERPRISES INC	312 ST JOHN ST 2ND FL PORTLAND, ME 04102	1379 WASHINGTON AVE	1
	BEAULIEU EDGAR R JR	27 CYPRESS ST PORTLAND, ME 04103	27 CYPRESS ST	1
	BENNETT MARY V WID WWII VET	27 CHAPMAN ST PORTLAND, ME 04103	27 CHAPMAN ST	1
	BERUBE CHERYL LOUISE	8 FISHER ST PORTLAND, ME 04103	8 FISHER ST	1
	BLAKE DEBRA J	7 JAMESON DR FALMOUTH, ME 04105	14 CYPRESS ST	1
	BOUWENS DONALD M & KRISTAL W BOUWENS JTS	47 SAUNDERS ST PORTLAND, ME 04103	15 CYPRESS ST	1
	BRANNEN KARLA J	47 HENNESSEY DR PORTLAND, ME 04103	47 HENNESSY DR	1
	BRINSER JODY M	63 PENNELL AVE PORTLAND, ME 04103	63 PENNELL AVE	1
	BRYCE BRAD D SR	2 FISHER ST PORTLAND, ME 04103	2 FISHER ST	1
	CAMPBELL LEO R & JACQUELYN A JTS	1446 WASHINGTON AVE PORTLAND, ME 04103	1446 WASHINGTON AVE	1
	CARVER LISA M	1 FIELDSTONE CT PORTLAND, ME 04103	13 CHAPMAN ST	1
	CHOUINARD HEATHER R & PHILLIP J CHOUINARD JTS	79 PENNELL AVE PORTLAND, ME 04103	79 PENNELL AVE	1
	CITIBANK	362 ALLEN AVE PORTLAND, ME 04103	362 ALLEN AVE	1
	COBB ARTHUR W JR HEIRS	244 CONCORD ST WEST PORTLAND, ME 04103	58 CYPRESS ST	1
	COBB ARTHUR W JR HEIRS	244 CONCORD ST PORTLAND, ME 04103	HENNESSY DR	0
	COFFIN RALPH J & JULIE ARMSTRONG JTS	1438 WASHINGTON AVE PORTLAND, ME 04103	1438 WASHINGTON AVE	1
	CUNNINGHAM SANDRA G VN VET JAMES A CUNNINGHAM JTS	35 PENNELL AVE PORTLAND, ME 04103	35 PENNELL AVE	1
	DALTON BRIAN HEIRS	1 FISHER ST PORTLAND, ME 04103	1 FISHER ST	1
	DEERING GRANGE #535 C/O DOROTHY NICHOLS	88 CURTIS RD PORTLAND, ME 04103	1408 WASHINGTON AVE	1
	DOBLE DOROTHY A	48 HENNESSEY DR PORTLAND, ME 04103	48 HENNESSY DR	1
	DODD PAMELA	154 WOODFIELD RD PORTLAND, ME 04102	1424 WASHINGTON AVE	1
	DOYLE MARY ELLEN HEIRS	91 PENNELL AVE PORTLAND, ME 04103	91 PENNELL AVE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	DUBAIL JOHN E SR KW VET & ANN L DUBAIL JTS	65 PENNELL AVE PORTLAND, ME 04103	65 PENNELL AVE	1
	DUPLISSIS CARL K	21 CHAPMAN ST PORTLAND, ME 04103	21 CHAPMAN ST	1
	ESW REALTY LLC	65 GRAY RD 2ND FLOOR BOX 4 FALMOUTH, ME 04105	1370 WASHINGTON AVE	1
	FREEMAN ARLAN E JR & BONITA D JTS	43 HENNESSEY DR PORTLAND, ME 04103	FISHER ST	0
	FREEMAN ARLAN E JR & BONITA D JTS	43 HENNESSEY DR PORTLAND, ME 04103	45 HENNESSY DR	1
	GIERINGER LINDA C WWII VET & CAROL LEE GIERINGER JTS	42 HENNESSEY DR PORTLAND, ME 04103	42 HENNESSY DR	1
	GREEN MARIAN M	15 BREWSTER ST PORTLAND, ME 04103	15 BREWSTER ST	1
	HAIGH LORNA W & JASON J HAIGH JTS	87 PENNELL AVE PORTLAND, ME 04103	87 PENNELL AVE	1
	HARLEQUIN LLC	159 LINCOLN ST # 10 WESTBROOK, ME 04092	300 ALLEN AVE	1
	HASLAM DWIGHT M KW VET & ESTELLE F JTS	28 CHAPMAN ST PORTLAND, ME 04103	28 CHAPMAN ST	1
	HIBBARD MARK A	54 HENNESSEY DR PORTLAND, ME 04103	54 HENNESSY DR	1
	HUTCHERSON SCOTT W & NOREEN S JTS	64 HENNESSEY DR PORTLAND, ME 04103	64 HENNESSY DR	1
	INGRAM HUBERT R & SANDRA OR SURV	32 CYPRESS ST PORTLAND, ME 04103	32 CYPRESS ST	1
	IRELAND NOREEN A & PAULA L CARMICHAEL	63 HENNESSEY DR PORTLAND, ME 04103	59 HENNESSY DR	1
	KELLEY PAUL E & MARY A KELLEY	74 HENNESSY DR PORTLAND, ME 04103	74 HENNESSY DR	1
	KENISTON DENISE E	47 VALLIRIA DR GROTON, MA 01450	48 CYPRESS ST	1
	KENNEDY KRISTOPHER & SARAH KENNEDY JTS	43 PENNELL AVE PORTLAND, ME 04103	43 PENNELL AVE	1
	KENNEDY PAUL	74 BEST ST PORTLAND, ME 04103	SHORT ST	0
	KENNEDY PAUL	74 BEST ST PORTLAND, ME 04103	8 SHORT ST	1
	KIMBALL EARL D & KATHERINE KIMBALL JTS	12 COOLIDGE AVE PORTLAND, ME 04103	42 CYPRESS ST	1
	KNOX BERNICE	292 ALLEN AVE PORTLAND, ME 04103	292 ALLEN AVE	1
	LAWSON PATRICIA A	47 PENNELL AVE PORTLAND, ME 04103	47 PENNELL AVE	1
	LEOHNER SHIRLEY L WID KW VET	39 HENNESSEY DR PORTLAND, ME 04103	39 HENNESSY DR	1
	LEWIS CHRISTINE M	77 HENNESSEY DR PORTLAND, ME 04103	75 HENNESSY DR	1
	LIBBY RUTH & BRENDA PAWLOSKI JTS	252 VIRGINIA ST PORTLAND, ME 04103	32 AUBURN ST	1
	LINDENGERG SANDRA J	50 LAKE AVE GRAY, ME 04039	FISHER ST	0

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	LYDEN CATHERINE M	47 CYPRESS ST PORTLAND, ME 04103	47 CYPRESS ST	1
	MACDOWELL STACIA C WID WWII VET	69 HENNESSEY DR PORTLAND, ME 04103	69 HENNESSY DR	1
	MARTIN ERIC & JEREMY R COLE JTS	14 CHAPMAN ST PORTLAND, ME 04103	14 CHAPMAN ST	1
	MARTIN MICHELLE M	21 BREWSTER ST PORTLAND, ME 04103	21 BREWSTER ST	1
	MATTHEWS FRANK JOHN	139 GLENWOOD AVE PORTLAND, ME 04103	310 ALLEN AVE	0
	MATTHEWS PAMELA M	27 GARSOE DR PORTLAND, ME 04103	308 ALLEN AVE	2
	MCCULLUM KATHLEEN R & WILLIAM E JTS	75 PENNELL AVE PORTLAND, ME 04103	75 PENNELL AVE	1
	MCDONOUGH VICTOR A & CLAUDIA A JTS	65 CYPRESS ST PORTLAND, ME 04103	65 CYPRESS ST	1
	MCLAUGHLIN CHERYL A	18 BREWSTER ST PORTLAND, ME 04103	18 BREWSTER ST	1
	MILLENNIA NAIL AND SPA	321 ALLEN AVE PORTLAND, ME 04103	321 ALLEN AVE	1
	MILLER ELIZABETH A	4 FISHER ST PORTLAND, ME 04103	4 FISHER ST	1
	MILLIGAN DANIEL M	12 FISHER ST PORTLAND, ME 04103	12 FISHER ST	1
	O'BRIEN STEPHEN D	PO BOX 6862 PORTLAND, ME 04103	BREWSTER ST	0
	ORBETON JANE & JAMES A MCKENNA III &	51 CENTRAL ST HALLOWELL, ME 04347	7 SHORT ST	1
	PARENT SUZANNE E & ROBERT L JR JTS	14 BREWSTER ST PORTLAND, ME 04103	14 BREWSTER ST	2
	PATTEE MAUREEN A	9 CHAPMAN ST PORTLAND, ME 04103	9 CHAPMAN ST	1
	PELLETIER CAROL A	68 HENNESSEY DR PORTLAND, ME 04103	66 HENNESSY DR	1
	PELLETIER FREDERICK J & JOAN M JTS	PO BOX 868 RAYMOND, ME 04071	71 PENNELL AVE	1
	PHAIR KAREN C	58 HENNESSY DR PORTLAND, ME 04103	58 HENNESSY DR	1
	POLLOCK DAVID W	31 CYPRESS ST PORTLAND, ME 04103	31 CYPRESS ST	1
	POUPORE JONATHAN R & JAMES M CARLISLE JTS	60 CYPRESS ST PORTLAND, ME 04103	60 CYPRESS ST	1
	RICHARDS JAIME T	307 ALLEN AVE PORTLAND, ME 04103	307 ALLEN AVE	1
	RICHMOND WASHINGTON ALLEN	23 CONCORD ST WILMINGTON, MA 01887	330 ALLEN AVE	1
	RITCO PROPERTIES INC	PO BOX 1340 WESTBROOK, ME 04098	1400 WASHINGTON AVE	1
	ROYER KELSI L & ADAM J TANGUAY JTS	1458 WASHINGTON AVE PORTLAND, ME 04103	1458 WASHINGTON AVE	1
	RUSSELL CATHERINE I & JO WHALEN	83 PENNELL AVE PORTLAND, ME 04103	83 PENNELL AVE	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	SAO SREY NEANG	19 CYPRESS ST PORTLAND, ME 04103	19 CYPRESS ST	1
	SCHACK DONNA L	1442 WASHINGTON AVE PORTLAND, ME 04103	1442 WASHINGTON AVE	1
	SHIPPEE JOHN C & DONNA G JTS	41 CYPRESS ST PORTLAND, ME 04103	39 CYPRESS ST	1
	SIROIS NATHAN M & REBEKAH S PILLING JTS	36 CYPRESS ST PORTLAND, ME 04103	36 CYPRESS ST	2
	SMALL SUSAN S	24 CYPRESS ST PORTLAND, ME 04103	24 CYPRESS ST	1
	STEWART CRAIG P	55 HENNESSEY DR PORTLAND, ME 04103	55 HENNESSY DR	1
	STILLINGS GRACE T WID WWII	12 CYPRESS ST PORTLAND, ME 04103	12 CYPRESS ST	1
	TSOTSONES JOAN	1 QUAKER LN PORTLAND, ME 04103	1454 WASHINGTON AVE	1
	WALKER MICHAEL R & TANYA TALBOT WALKER JTS	1420 WASHINGTON AVE PORTLAND, ME 04103	1420 WASHINGTON AVE	2
	WHITE MARJORIE M	59 CYPRESS ST PORTLAND, ME 04103	59 CYPRESS ST	1
	WINSHIP ELIZABETH J & GARY R JTS	17 CHAPMAN ST PORTLAND, ME 04103	16 CHAPMAN ST	0
	WINSHIP ELIZABETH J & GARY R JTS	17 CHAPMAN ST PORTLAND, ME 04103	17 CHAPMAN ST	1
	WOLAK EDWARD S	65 GRAY RD # 4 FALMOUTH, ME 04105	327 ALLEN AVE	1
	YOUNG LUCILLE	35 CYPRESS ST PORTLAND, ME 04103	35 CYPRESS ST	2

02/22/2010

344 G029

2:09 PM

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
Total Listed.	92			90

(c) Yard dimensions:

1. Front yard:

proposed doesn't meet this
No more than the average depth of the front yards on either side of the lot. *- need to show what this is*

2. Side yard:

- a. Principal or attached accessory structures with ground coverage greater than one hundred (100) square feet: Seven (7) feet.

15' on right. need label of 14'
17' on left.
22' OK
The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than four (4) feet in width.

- b. Accessory detached structures with ground coverage of one hundred (100) square feet or less: Five (5) feet.

50' OK (d) Minimum lot width: Forty (40).

50% of 277.5 = 138.75 (e) Minimum street frontage: Forty (40).

(f) Maximum lot coverage: Fifty (50) percent.

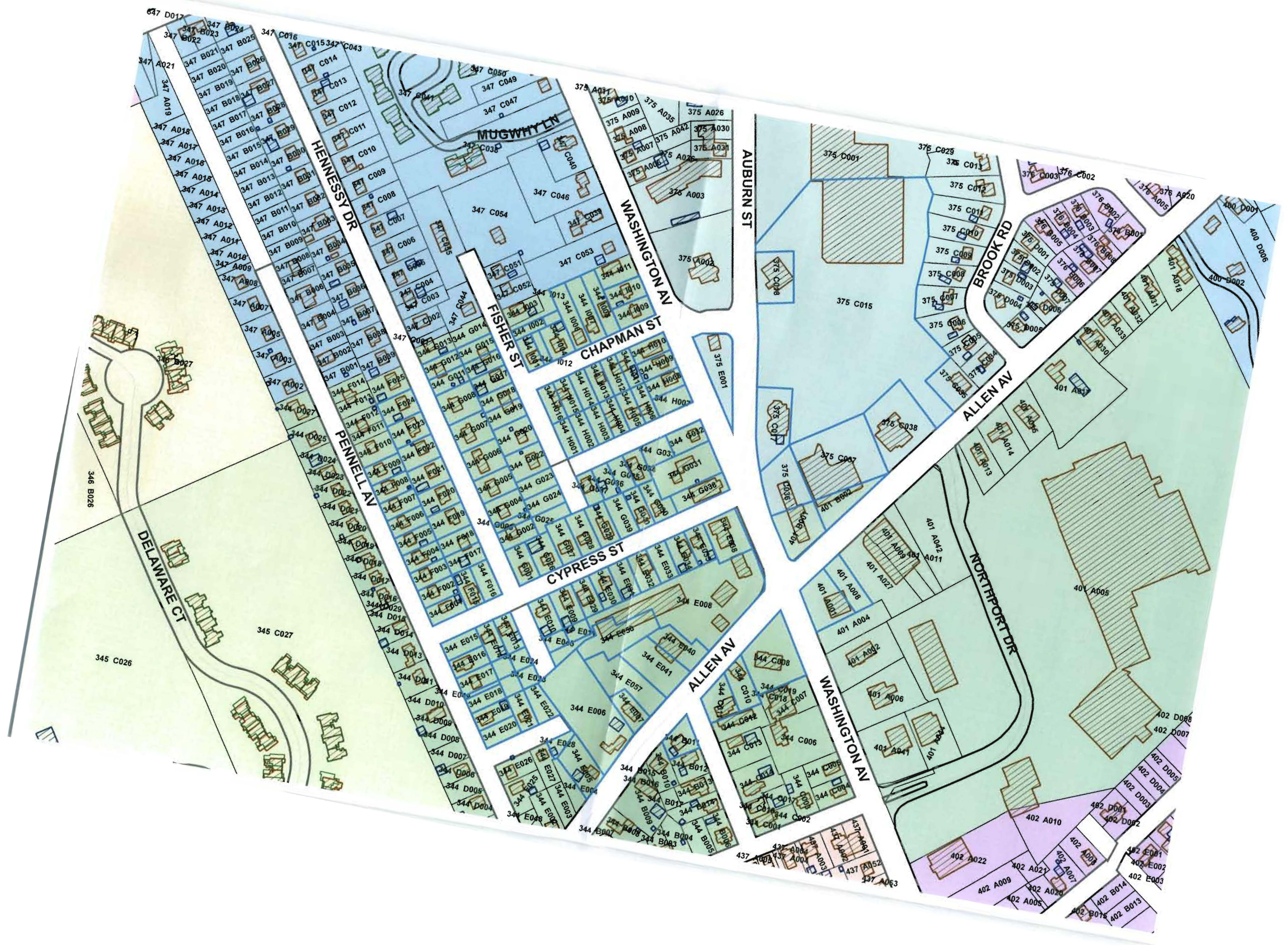
(Ord. No. 536-84, 5-7-84; Ord. No. 98-86, § 2, 10-6-86; Ord. No. 83-88, § 5, 7-19-88; Ord. No. 386-89, §§ 1, 2, 4-3-89; Ord. No. 235-91, § 11, 2-4-91; Ord. No. 33A-91, § 5, 4-17-91; Ord. No. 118-93, § 10, 10-18-93; Ord. No. 154-96, § 10, 12-16-96; Ord. No. 165-97, § 4, 12-1-97; Ord. No. 56-08/09, 9-3-08; Ord. No. 131-08/09, 12-15-08; Ord. No. 127-09/10, 1-4-10 emergency passage)

*Editor's note--Ord. No. 83-88, § 5, adopted July 19, 1988, amended § 14-120 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 83-88.

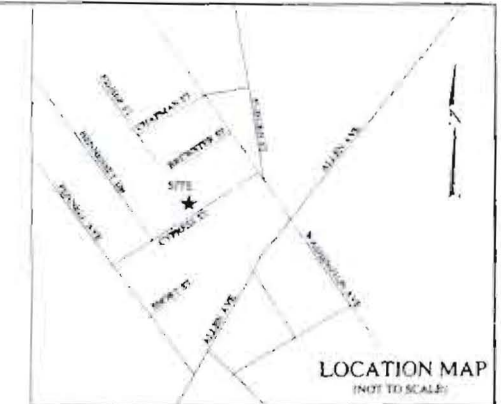
Sec. 14-121. Other requirements.

- (a) Off-street parking: Off-street parking is required as provided in division 20 (off-street parking) of this article.

- (b) Shoreland and flood plain management regulations: Any lot



COPY



NOTES

(1) DEED REFERENCE: DEED BOOK 10722, PAGE 1186
CUMBERLAND COUNTY REGISTRY OF DEEDS (C.C.R.D.)

(2) TAX MAP REFERENCE:
CITY OF PORTLAND TAX MAP 344, BLOCK 6, LOTS 29 & 30

(3) PLAN REFERENCES:
(A) SUBDIVISION PLAN OF LOVEJOY FIELD
OWNED BY: FRED E. LOVEJOY
DATE: SEPT. 25 1915
RECORDED: PLAN BOOK 13, PAGE 24 (C.C.R.)

(5) PLAN OF "THE HOLMSTEADS"
OWNED BY THE CITY AND SUBURBAN LAND TRUST
DATED: SEPTEMBER 1971
RECORDED: PLAN BOOK 14, PAGE 79 (C.C.R.D.)

(C) PENNELL AVE. & CYPRESS ST. RECONSTRUCTION
CYPRESS STREET PLAN AND PROFILE
(DATED: FEB. 2001)
AS BUILT SHEETS 3-A & 4 OF 4
FILED AT THE CITY OF PORTLAND PUBLIC WORKS DEPT.

14) CITY OF PORTLAND CODE OF ORDINANCES, CHAPTER 14 - LAND USE
ZONING DISTRICT 1 - RESIDENTIAL - ZONE
SEC. 14-120. DIMENSIONAL REQUIREMENTS
MINIMUM LOT SIZE: 6,000 SQ.FT. (RESIDENTIAL)
MINIMUM STREET FRONTAGE: 30 FEET
MINIMUM YARD DIMENSIONS
FRONT & REAR: 20'
SIDES
1 STORY: 8'
1 1/2 STORIES: 8'
2 STORIES: 12'
2 1/2 STORIES: 14'
MINIMUM LOT WIDTH: 60 FEET

SUB SEC. 14-120. SMALL RESIDENTIAL LOT DEVELOPMENT.

(5) BENCHMARK TBM 3, ELEVATION 86.50@ SEE PLAN REF. MC)

(6) NORTH REFERENCE: MSPC 1802 (WEST ZONE), NAD83
REFERENCE IS MADE TO "CADD" DRAWING NAME: PENNEWIT.DWG FILED AT
THE CITY OF PORTLAND PUBLIC WORKS DEPT.

(7) PROPERTY IS SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

(B) SURVEY, INC. SHALL NOT BE RESPONSIBLE FOR INFORMATION THAT MAY BE FOUND IN UNRECORDED DEEDS, PLATS, PLANS, OR OTHER DOCUMENTS THAT MAY ALTER THE BOUNDARIES OF THE PROPERTY DEPICTED ON THIS PLAN.

SITE PLAN

27 CYPRESS STREET
PORTLAND, ME 04103

FOR

MADD, LLC
543 ALLEN AVENUE
PORTLAND, ME 04103

EDGAR R. BEALL, JR.
27 CYPRESS STREET
PORTLAND, ME 04105
(OWNER OF RECORD)

SURVEY BY

SURVEY, INC.

P.O. BOX 210

WINDHAM, ME. 04062

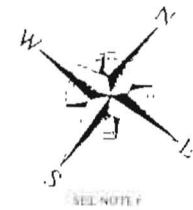
(207) 892-2546 (207) 892-2552 FAX
INFO@SURVEYINTEGRATED.COM

PLAN BY:

MILL SURVEY, INC.

DATE JANUARY 12 2006

JOE NO. 06-076



N/F
POLLOCK
BK. 16699, PG. 84
TAX SHEET 344, POLLOCK G. LOT 28

N/T
McLAUGHLIN
BK. 14272, PG. 283
TAX SHEET 344, BLOCK G, LOTS 37 & 38

N/F
PARENT
BK. 9678, PG. 299
TAX SHEET 44, BLOCK U, LOTS 33-35

N/F
SAO
BK. 25653, PG. 306
TAX SHEET 344, BLOCK G, LOT 40

LOCATION MAP
(NOT TO SCALE)

25 regular

LOT 4
LOT 24

LOT 4

LOT 9

*OLD DRAIN FROM 12 BREWSTER STREET
APPROX. LOCATION PER PLAN REF. 3(C)

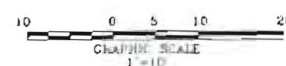
CYPRESS STREET

IN 1971, THE U.S. DEPARTMENT OF AGRICULTURE (USDA) AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) ESTABLISHED THE NATION'S FIRST SUPERFUND PROGRAM TO ADDRESS THE PROBLEM OF TOXIC WASTE.

TO WASHINGTON AV

LEGEND

	IRON PIN ROUND
	SET BACK TO THE SET
	UTILITY POLE
	NOW OR FORMERLY
	DEEP HOOK, FAGS
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED SILT FENCE
	STORM MANHOLE
	WATER RIGHTOFF
	SEWER LINE
	WATER LINE
	GAS LINE
	UTILITY LINE
	LEFT PLAN REF. N/A
	LEFT PLAN REF. N/A
	EXISTING PAVEMENT
	PROPOSED PAVEMENT



I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL OPINION.

DRAFT

JASON FATHING 115

SURVEY, INC.