

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

## BUILDING PERMIT

Permit Number: 100648

This is to certify that Griffin Eric C. & Colleen E. Its/ Underwater Foundation

has permission to Adding one bath, also includes new interior non-bearing walls.

AT 54 Kenwood St CE 080 H005001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise covered-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

### OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

### RECEIVED

JUN 24 2010

Director - Building City of Portland  
Planning Division

### PENALTY FOR REMOVING THIS CARD

## PERMIT ISSUED

JUN <sup>24</sup>~~18~~ 2010

City of Portland



**CITY OF PORTLAND, MAINE**  
 Department of Building Inspections

**Original Receipt**

June 4 2010

Received from Structural Insulation Technology Company

Location of Work 54 Kennebec

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: 550.00

Building (IL)  Plumbing (15) \_\_\_\_\_ Electrical (I2) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other \_\_\_\_\_

CBL: OTW H 007

Check #: 4901 Total Collected \$ 550.00

**No work is to be started until permit issued.  
 Please keep original receipt for your records.**

Taken by: [Signature]

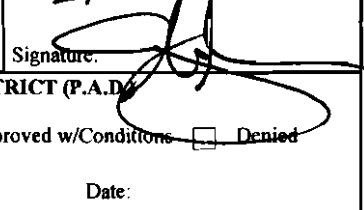
WHITE - Applicant's Copy  
 YELLOW - Office Copy  
 PINK - Permit Copy

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

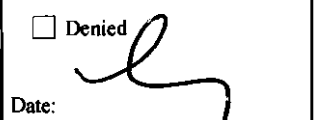
Permit No: 10-0648	Issue Date:	CBL: 080 H005001
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Location of Construction: 54 Kenwood St	Owner Name: Griffin Eric C & Colleen E Jts	Owner Address: 54 Kenwood St	Phone:
Business Name:	Contractor Name: Stroudwater Construction	Contractor Address: 96 Ocean St unit 1 South Portland	Phone 2076507802
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: R-3

Past Use: Single Family	Proposed Use: Single Family / Basement renovations: Adding one bath, also includes all new interior non-load bearing walls.	Permit Fee: \$250.00	Cost of Work: \$23,000.00	CEO District: 3	5470 <sup>A</sup>
Proposed Project Description: Adding one bath, also includes all new interior non-load bearing walls.		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied N/A	INSPECTION: Use Group: R-3 Type: SB IRC 2003		

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Signature:	Signature: 	
Signature:	Date:	

Permit Taken By: gg	Date Applied For: 06/04/2010	<b>Zoning Approval</b>		
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date: <i>06/04/2010</i>		Date: 

**RECEIVED**

**JUN 24 2010**

City of Portland  
Planning Division

**PERMIT ISSUED**

**JUN 24 2010**

City of Portland  
**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

8440

OK plumber on

trap primer for drain

cleaner behind toilet

elec reschedule

9-

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

<b>Permit No:</b> 10-0648	<b>Date Applied For:</b> 06/04/2010	<b>CBL:</b> 080 H005001
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<b>Location of Construction:</b> 54 Kenwood St	<b>Owner Name:</b> Griffin Eric C & Colleen E Jts	<b>Owner Address:</b> 54 Kenwood St	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Stroudwater Construction	<b>Contractor Address:</b> 96 Ocean St unit 1 South Portland	<b>Phone</b> (207) 650-7802
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Dwellings	

<b>Proposed Use:</b> Single Family / Basement renovations: Adding one bath, also includes all new interior non-load bearing walls.	<b>Proposed Project Description:</b> Adding one bath, also includes all new interior non-load bearing walls.
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 06/08/2010**Note:** **Ok to Issue:** ✓

- 1) There shall be NO KITCHEN FACILITIES added in the basement area. The use of the building is only a single family. An additional dwelling unit can not be added without Zoning Board of Appeals approvals.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 3) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 4) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 5) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tammy Munson      **Approval Date:** 06/24/2010**Note:** **Ok to Issue:** ✓

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

**PERMIT ISSUED**

JUN 24 2010

City of Portland

**RECEIVED**

JUN 24 2010

City of Portland  
Planning Division

## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY )  
or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.
- Permits expire in 6 months, if the project is not started or ceases for 6 months.
- If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.

Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

Final inspection required at completion of work.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

**IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.**

PERMIT ISSUED

JUN 24 2010

City of Portland

RECEIVED

JUN 24 2010

City of Portland  
Planning Division

**STROUDWATER**  
*Construction*  
GENERAL CONTRACTOR

Tammy Munson  
Code Enforcement Office – Portland Maine  
389 Congress Street  
Portland, Maine 04101

Re: 54 Kenwood Street – Thrash Basement Renovation

Dear Tammy,

I am requesting to waiver the ceiling height code for this basement renovation. The minimum height that we will be able to achieve is 6'-8". In addition there are exposed pipes that will be just under the finished sheetrock ceiling that the owner plans on insulating in the future.

As this family grows and needs more space they are requiring this basement space. At this point it is most practical to expand this home instead of moving to a different home.

Please consider this waiver.

Sincerely,



David A. Cimino

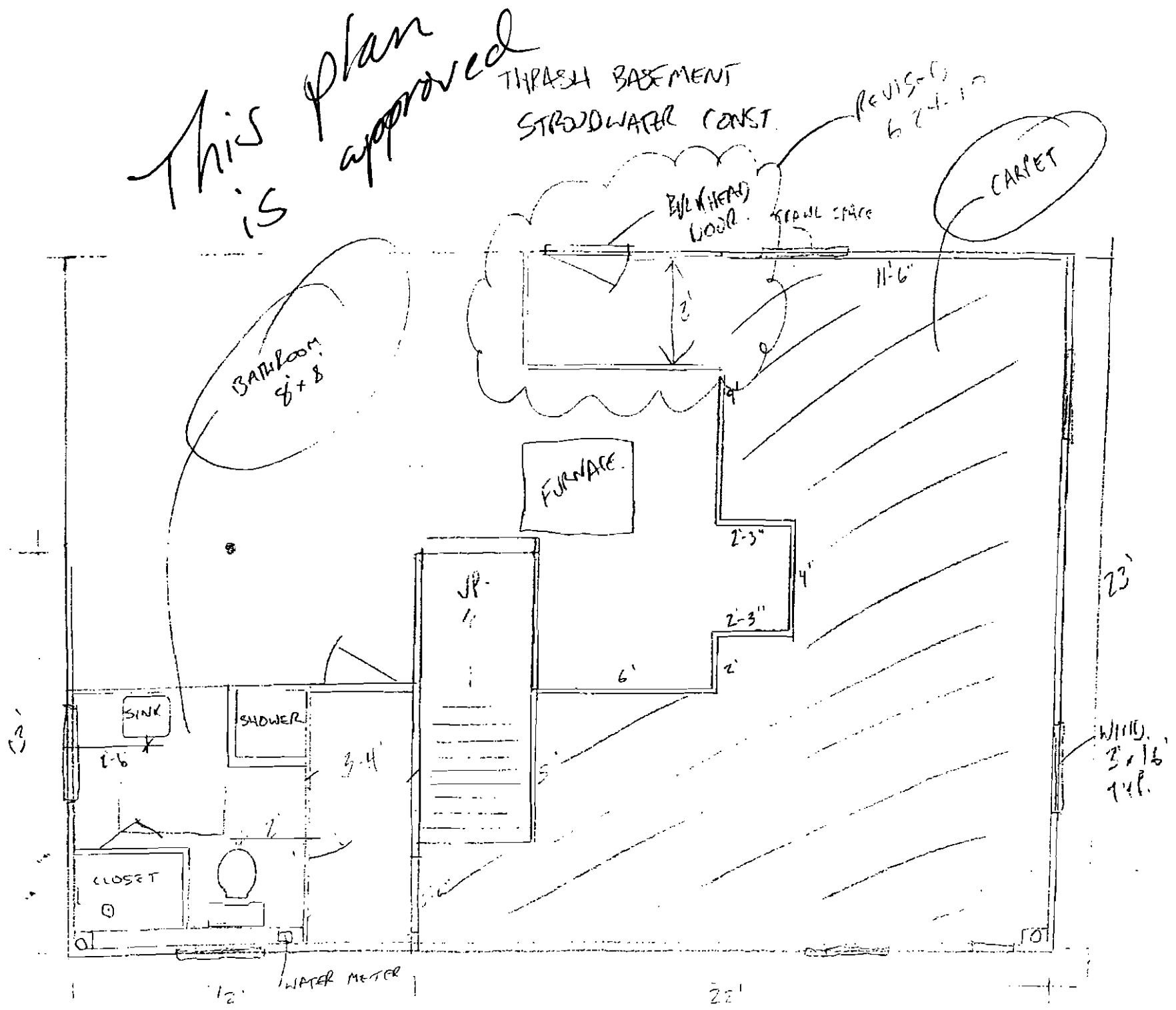
Building on Three Generations of Excellence



This plan is approved

THRASH BASEMENT  
STRODWAER CONST.

REVISIONS  
6 24-10







# General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>54 KENWOOD ST.</u>		
Total Square Footage of Proposed Structure/Area <u>RENO EXISTING</u>		Square Footage of Lot <u>.126</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>80</u> <u>H</u> <u>5</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>RACHAEL THRASH</u> Address <u>5 WALLACE AVE</u> City, State & Zip <u>NORWALK, CT 06855</u>	Telephone: <u>203-642-3466</u>
Lessee/DBA (if applicable) <b>RECEIVED</b>  JUN - 4 2010  Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>ERIC &amp; COLLEEN GRIFFIN</u> Address <u>54 KENWOOD ST</u> City, State & Zip <u>PORTLAND.</u>	Cost Of Work: \$ <u>23,000.<sup>00</sup></u> C of O Fee: \$ _____ Total Fee: \$ <u>250.00</u>
	Current legal description: <u>ANGLE FAMILY.</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>same</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>BASEMENT RENOVATION &amp; ADDING 1 BATH, includes all interior non-load bearing walls</u>	
Contractor's name: <u>DAVID CIMINO / STRUDWATER CONSTRUCTION CO. COLLIER</u> Address: <u>96 OCEAN ST UNIT 1</u> <u>XXMAID</u> City, State & Zip <u>SO. PORTLAND ME 04106</u> Telephone: <u>650-7802</u> Who should we contact when the permit is ready: <u>DAVID CIMINO</u> Telephone: _____ Mailing address: <u>96 OCEAN ST UNIT 1 SO. PORTLAND</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 6-4-10

This is not a permit; you may not commence ANY work until the permit is issue

### PURCHASE AND SALE AGREEMENT

April 1, 2010  
Offer Date

Effective Date  
*Effective Date is defined in Paragraph 24 of this Agreement.*

1. PARTIES: This Agreement is made between Benjamin E. Throck, Rachael E. Throck ("Buyer") and Eric Griffin, Colleen Griffin ("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. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 54 Rosewood Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 12747, Page(s) 31.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: none are excluded

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: all shall be operable

4. PERSONAL PROPERTY: The following items of personal property as viewed on March 28, 22, 2010 are included with the sale at no additional cost, in "as is" condition with no warranty: existing kitchen appliances including refrigerator, dishwasher, electric stove and microwave

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 315,000.00. Buyer  has delivered; or  will deliver to the Agency within 3 days of the Offer Date, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000.00 will be delivered On April 13, 2010. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Coldwell Banker Residential Brokerage ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 2, 2010 (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.

7. TITLE AND CLOSING: A DEED conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 15, 2010 before noon (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. Time is of the essence.

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

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

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PORATIONS: Fuel in tank shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) ---. The day of closing is considered as a Seller day. 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 re-apportionment 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.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

Table with 4 columns: TYPE OF INVESTIGATION, YES, NO, RESULTS REPORTED TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Coastal shoreland septic, d. Water Quality, e. Water Quantity, f. Air Quality, g. Square Footage, h. Pool, i. Energy Audit, j. Chimney, k. Smoke/CO detectors, l. Mold, m. Lead Paint, n. Asbestos Treated Wood, o. Pests, p. Code Compliance, q. Insurance, r. Environmental Scan, s. Lot size/acreage, t. Survey/M/LI, u. Zoning, v. Eminent Domain/Waterfront, w. Flood Plain, x. Other Appraisals.

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. 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 in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so in 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 investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. HOME SERVICE CONTRACTS: At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ --- to be provided through ---.

14. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing: a. This Agreement is subject to Buyer obtaining a Conventional loan of \$0,000 % of the purchase price, at an interest rate not to exceed prevailing rate % and amortized over a period of 30 years. b. 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 2 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. c. Buyer to provide Seller with loan commitment letter from lender within 4/21 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. d. 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. e. 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. f. Buyer agrees to pay no more than -0- points. Seller agrees to pay up to 3 -0- toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender. g. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum Yes  No . h. 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.

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

Jane & Garry Smith of Coldwell Banker Residential is a  Seller Agent  Buyer Agent  
 Licensee of Brookstone Agency  Disc Dual Agent  Transaction Broker

Tish Windsor of Town and Shore Associates is a  Seller Agent  Buyer Agent  
 Licensee of Agency  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.

16. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding septic in private water supplies and arsenic in treated wood.

17. 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.

18. 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.

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

20. 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.

21. 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 or faxed signatures are binding.

22. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No

Explain Resession Prior to Closing Addendum

The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

24. 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 will 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 end at 5:00 p.m. Eastern Time on such date.

25. 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 closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

AMZ RWT

ECG JCG

26. OTHER CONDITIONS:

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 E. Wallace Avenue, Westbrook, ME 04095

BUYER [Signature] 4/1/10 DATE BUYER [Signature] 4-1-10 DATE  
Benjamin R. Thrash Rachael E. Thrash

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 54 Kenwood Street, Portland, ME 04102

SELLER [Signature] 4-1-10 DATE SELLER [Signature] 4-1-10 DATE  
Eric Griffin Colleen Griffin

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

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

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

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



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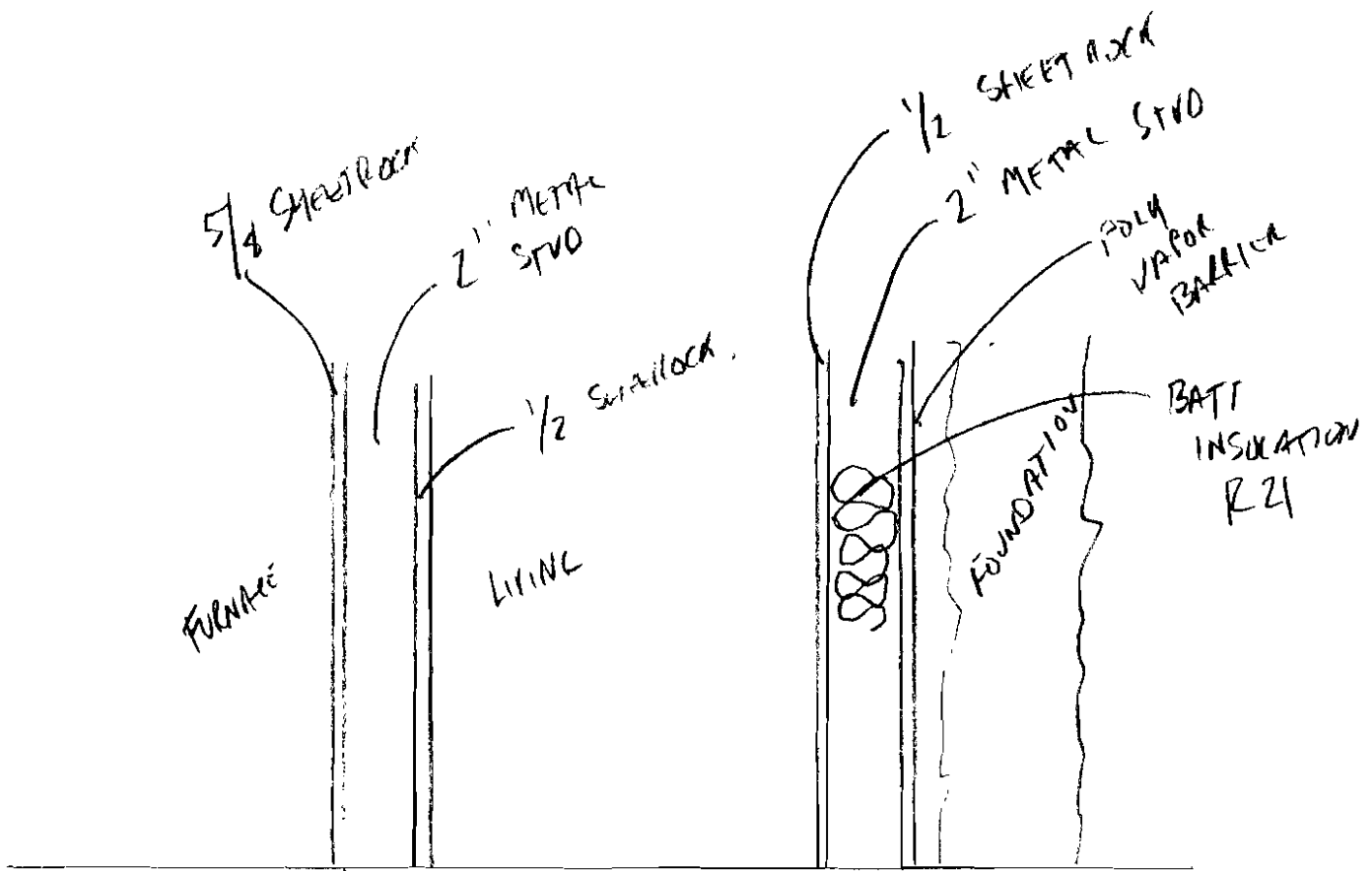


To: David Cimino

FROM: Rachael Thrash

Purchase + Sales Agreement  
for 54 Kenwood St Permit

TRASH BASEMENT  
STRAWBATH CONST.



WALL DETAIL  
BETWEEN FURNACE  
ROOM & LIVING  
SPACE

WALL DETAIL  
@ EXTERIOR  
WALLS

Bulkhead  
Needs to  
be in room -  
See other plan

THRASH BASEMENT  
STROODWATER CONST.

BULKHEAD  
DOOR

CRAWL SPACE

CARPET

BATHROOM  
8' x 8'

FURNACE

JP  
1/2

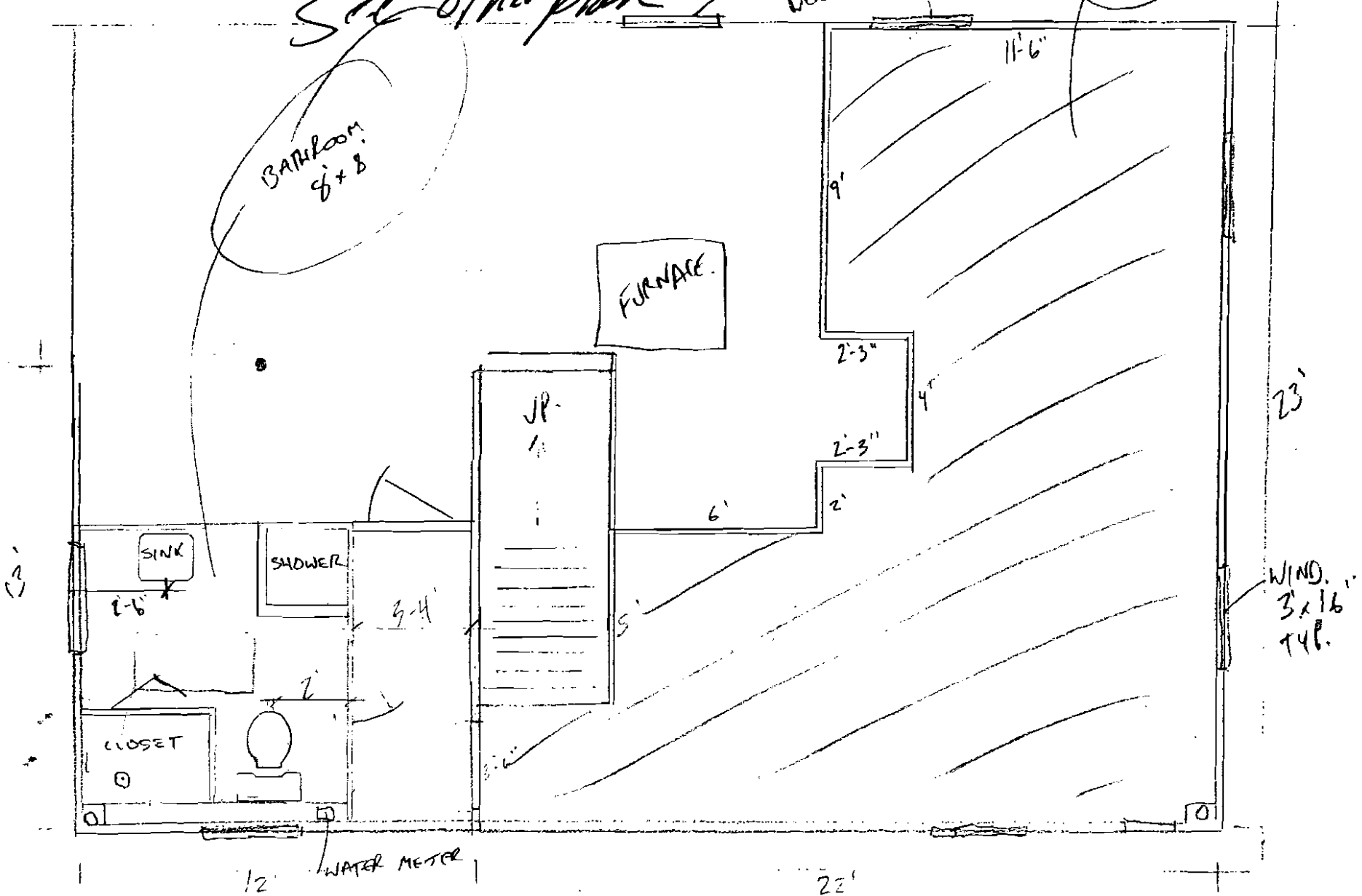
SINK

SHOWER

CLOSET

WATER METER

WIND.  
3' x 16"  
74P.





**Tammy Munson - 54 Kenwood Street**

90-H-5

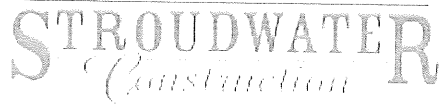
**From:** "David A. Cimino" <david@stroudwaterconstruction.com>  
**To:** "Tammy Munson" <TMM@portlandmaine.gov>  
**Date:** 6/30/2010 4:13 PM  
**Subject:** 54 Kenwood Street

Tammy, for 54 Kenwood street we would like to install an Horizontal slider window and window well for means of emergency egress. The details are as follows:

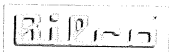
- Egress Clear Openings for Hancock Classic Horizontal slider window
  - Unit Size Width divided by 2 minus 3-3/4" equals clear opening width
  - Unit Size Height less 5" equals clear opening height
  - Example using HS6042 Horizontal slider
    - Unit size = 59-1/2" x 41-1/2"
    - Width 59-1/2" divided by 2 minus 3-3/4" = 26" clear opening width
    - Height 41-1/2" minus 5" = 36-1/2" clear opening height
    - 26" x 36-1/2" = 949 square inches
    - 949" divided by 144 = 6.59 square feet
  - Meets egress requirement of 20" minimum clear opening width, 24" minimum clear opening height, and 5.7 square feet of total clear opening.
- The window header will be 3- 2x10 – The header will not have any load bearing from the floor above because the floor framing runs in the opposite direction.
- The window will sit on a saw cut concrete foundation
- The window well will be a pre molded Bilco ScapeWEL model 4862-66. It meet IRC 2009.  
<http://www.bilco.com/foundations/store/shopdetail.asp?product=1WW%2D1>

David A. Cimino  
 Stroudwater Construction Co. Inc.  
 96 Ocean St Unit 1  
 South Portland, Maine 04106  
 M- 207-650-7802  
 P- 207-767-9111  
 F- 207-767-9110  
 David@StroudwaterConstruction.com  
 www.stroudwaterconstruction.com

SCANNED



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keyword(s) or Item #

Roof Hatches  
Automatic Fire Vents  
Floor/Vault/Sidewalk Doors  
Safety Products

Bilco Basement Doors  
Egress Window Wells

stakWEL Window Wells  
ScapeWEL Window Wells  
Cover Options  
PermEntry Entrance

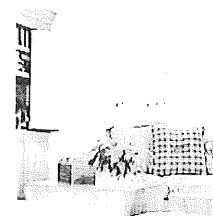
**SCAPEWEL EGRESS WINDOW WELLS**

ScapeWEL Window Wells add light, ventilation, and building code-compliant emergency egress to basement areas, making them as warm, comfortable, and safe as any room in the home.

Standard window wells block the flow of incoming light and can leave basements dark and uninviting. With ScapeWEL, window wells become code-compliant safety escape routes and basement areas are opened up for additional living space.

Not only will you increase the value of your home, but you'll get added selling features, frequent referrals, higher profits and more saleable square footage. Best of all, the ScapeWEL window well system is a cost-efficient alternative to other window well methods.

The easy to install component system simply snaps together on-site. With ScapeWEL, you'll complete the job efficiently and effectively with a modern design for any home.



Did you see  
ScapeWEL on  
NBC's The Today  
Show?

*"Makes lower-level living areas  
as warm and comfortable as  
any room in the home"*



**Advantages and Standard Features**

- Allows more natural light into basement
- Attractive earth tone color complements basement interior and blends with any architecture
- Satisfies Section R310.2 of the IRC 2009 Building Code for basement egress.
- Easily added to existing home plans
- Mounting flanges attach directly to the foundation or window buck
- Provides planting space for visual enhancement
- Terraced step design aids emergency escape
- Ideal for new construction and remodeling
- Component System - simply snaps together on-site
- The perfect companion to escape windows
- Maintenance free and UV stabilized for many years of trouble-free service
- Cover options available to reduce the accumulation of snow, leaves and debris inside the well

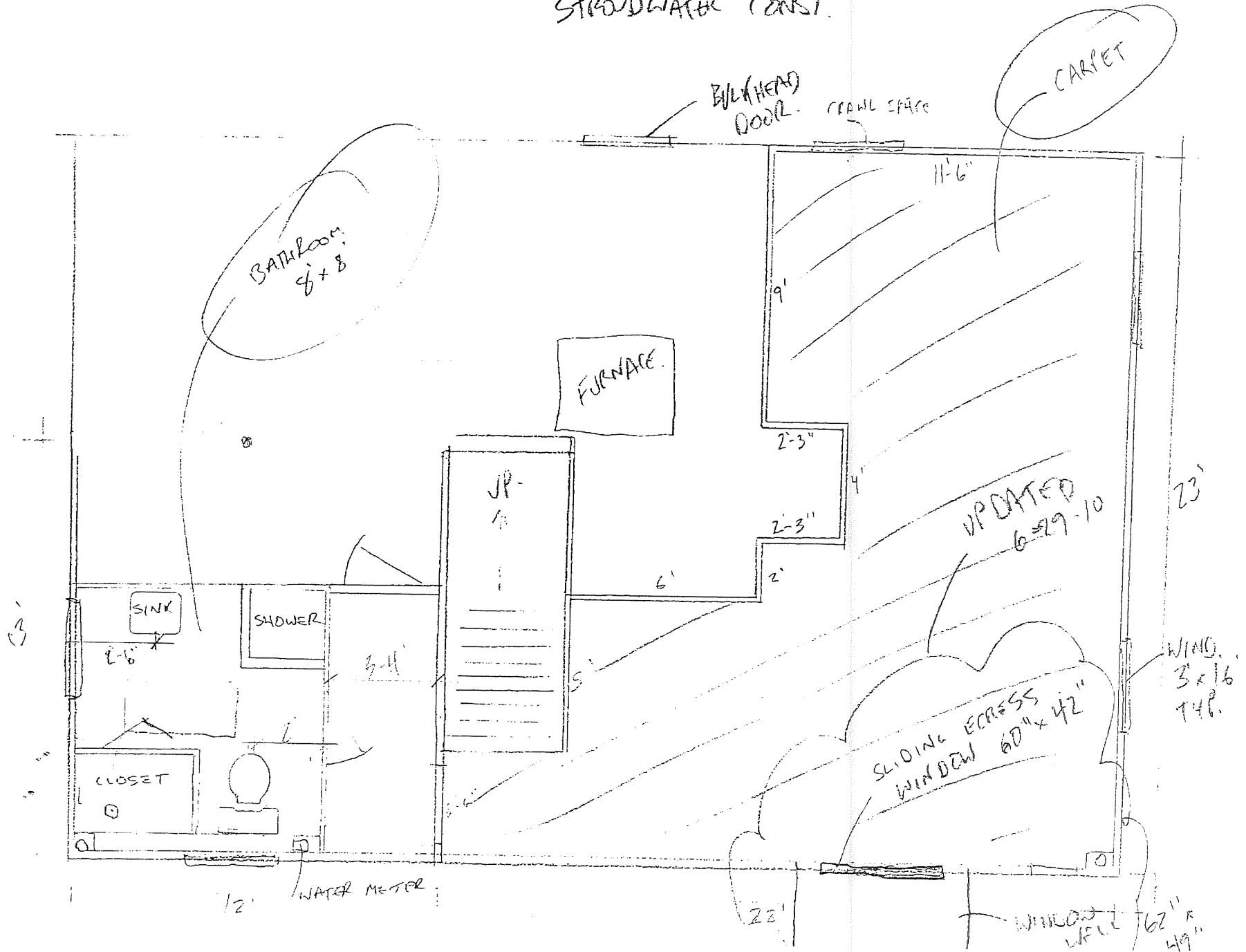
**Specifications**

Window well shall be model(s) \_\_\_\_\_ as manufactured by The Bilco Company. Window well shall satisfy basement egress codes, section Section R310.2 of CABO one and two family dwelling. Window well panels shall be blow molded from high density polyethylene resin and filled with rigid setting, closed cell polyurethane foam for added strength and rigidity. Panels shall be UV stabilized for low maintenance and taupe in color. Wells to be \_\_\_\_\_ (Specify either foundation wall mount or window buck mount). Mounting flanges shall be mill finish aluminum and include pre-punched keyhole slots for mounting direct to foundation wall (keyholes to earth side) or window bucks (keyholes to window side) with screw anchoring systems. Side panels and step sections shall be packaged separately and snap together on site for easy installation\*. Assembly, installation and backfilling shall be in accordance with manufacturers printed instructions. Manufacturer shall guarantee against defects in material or workmanship for a period of five (5) years, provided that the window well has been installed in accordance with these instructions.

\* Polycarbonate cover and metal cover grates are available for all window well models.

U.S. Patents 4,876,833 5,107,640 5,657,587

THRASH BASEMENT  
STROUDWATER CONST.



54 KENWOOD ST.

Egress Clear Openings for Hancock Classic Horizontal slider window

Unit Size Width divided by 2 minus 3-3/4" equals clear opening width  
Unit Size Height less 5" equals clear opening height

Example using HS6042 Horizontal slider

Unit size = 59-1/2" x 41-1/2"

Width 59-1/2" divided by 2 minus 3-3/4" = 26" clear opening width  
Height 41-1/2" minus 5" = 36-1/2" clear opening height

26" x 36-1/2" = 949 square inches

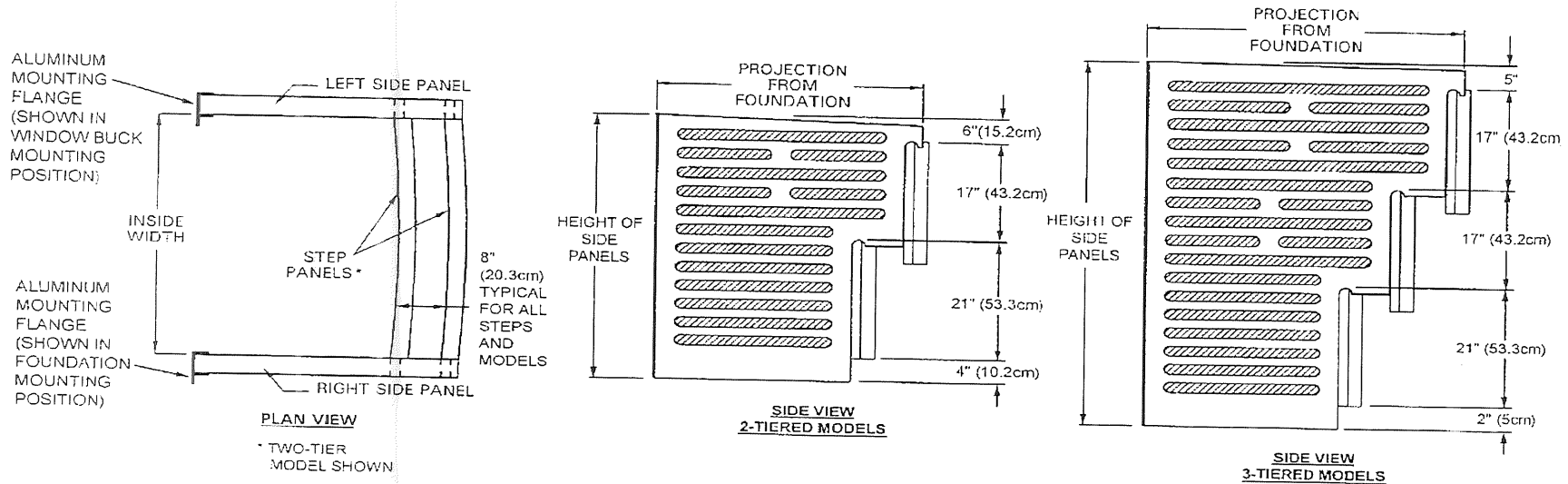
949" divided by 144 = 6.59 square feet

Meets egress requirement of 20" minimum clear opening width, 24" minimum clear opening height, and 5.7 square feet of total clear opening.



## SCAPEWEL® Window Well Standard Sizes and Dimensions

ScapeWEL is supplied for wall mount installation and can be modified in the field for buck mount installation.



Model	Number of Tiers	Inside Width		Projection from Foundation		Height* of Side Panels				Extension Model Number	Maximum Width of Opening			
		inches	cm	inches	cm	Standard		with Extension			Wall Mount		Buck Mount	
						inches	cm	inches	cm		inches	cm	inches	cm
4048-42	2	42	106.7	41	104.1	48	121.9	X	X	X	42	106.7	38	96.5
4048-54	2	54	137.2	41	104.1	48	121.9	X	X	X	54	137.2	50	127
4048-66	2	66	167.6	41	104.1	48	121.9	X	X	X	66	167.6	62	157.5
4862-42	3	42	106.7	49	124.5	62	157.5	81	205.7	3019-42	42	106.7	38	96.5
4862-54	3	54	137.2	49	124.5	62	157.5	81	205.7	3019-54	54	137.2	50	127
4862-66	3	66	167.6	49	124.5	62	157.5	81	205.7	3019-66	66	167.6	62	157.5

\*Side panels must extend 4" (10.2cm) above grade level and 3-1/2" (8.9cm) below the window sill.

Note: The distance from the outside of the foundation wall to the inside face of the first step is 30" (76.2cm) as shown in the detail above



## Selecting the Proper Size Egress Window Well

### STEP 1:

Measure and calculate dimension A as shown in the detail on the right based on the site's grade conditions and foundation height.

### STEP 2:

Determine the required window well side panel height by performing this simple calculation:

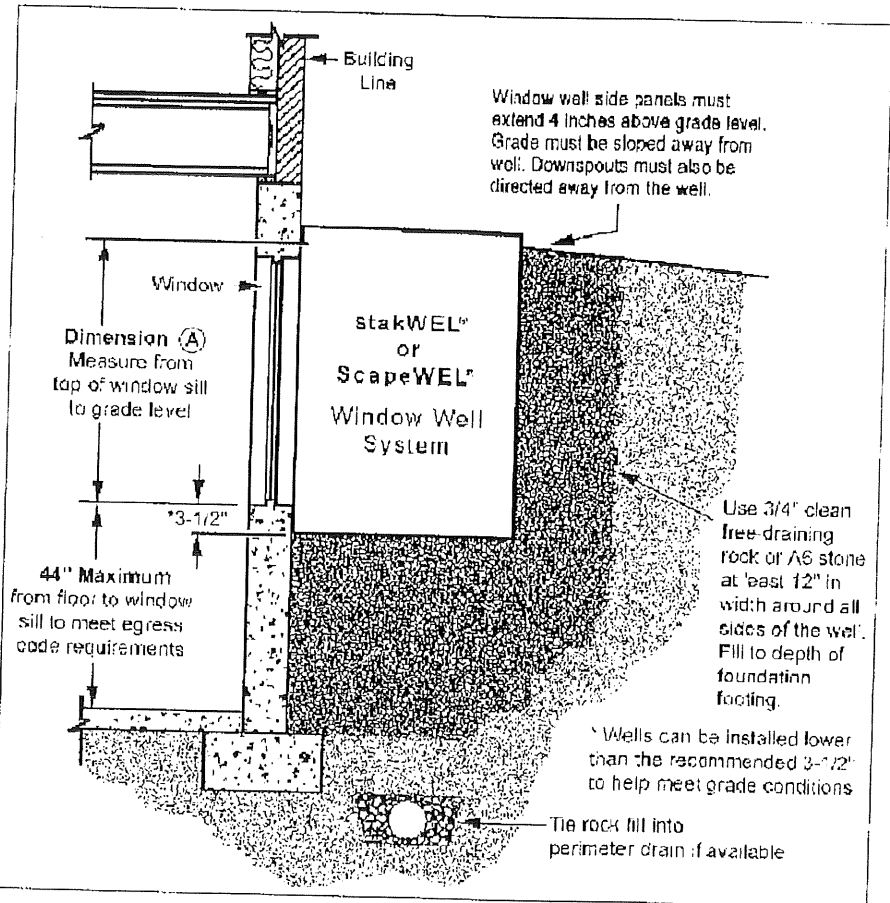
$$\text{Required Side Panel Height} = \text{Dimension A} + 7\text{-}1/2\text{'}$$

From the first column in the table below, select the closest side panel height that will meet the site conditions.

### STEP 3:

Once the side panel height has been determined, read across and select desired window width. With the window size selected, read across to select the proper window well and cover.

**Note:** Both ScapeWEL and StakWEL models satisfy building code requirements for emergency egress.



## STANDARD SIZES AND MODEL NUMBERS

Side Panel Height	Window Width	ScapeWEL <sup>®</sup> Window Wells						StakWEL <sup>®</sup> Window Wells					
		Model #		No. of Tiers	Dimensions		Optional Cover		Model #		Dimensions		Optional Dome Cover
		Well	Ext. Panel		Inside Width	Project from Foundation	Dome	Grate	Well	Number of Modules	Inside Width	Project from Foundation	
48"	35"	4048-42	X	2	42"	41"	4042C	CG1	stkwl-48	3	49-1/2"	40-1/4"	stkwl-48D
	48"	4048-54	X	2	51"	41"	4054C	CG2	stkwl-48	3	49-1/2"	40-1/4"	stkwl-48D
	60"	4048-66	X	2	66"	41"	4066C	CG3	X	X	X	X	X
62"	36"	4552-42	X	3	42"	49"	4842C	CG4	stkwl-48	4	49-1/2"	40-1/4"	stkwl-48D
	48"	4862-54	X	3	54"	49"	4854C	CG5	stkwl-48	4	49-1/2"	40-1/4"	stkwl-48D
	60"	4862-66	X	3	66"	49"	4866C	CG6	X	X	X	X	X
81"	36"	4862-42	3019-42	3	42"	49"	4842C	CG4	stkwl-48	5	49-1/2"	40-1/4"	stkwl-48D
	48"	4862-54	3019-54	3	54"	49"	4854C	CG5	stkwl-48	5	49-1/2"	40-1/4"	stkwl-48D

X - Not available