

## BUILDING PERMIT INSPECTION PROCEDURES Please call 874-8703 or **874-8693** to schedule your

## inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule **an** inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

\_\_\_\_\_ Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on **any** project other **than** single family additions or alterations.

Cell Footing/Building Location Inspec	ction; Prior to pouring concrete
() <b>Re-Bar</b> Schedule Inspection:	Prior to pouring concrete
$(\underline{all})$ Foundation Inspection:	Prior to placing ANY backfill
(	ical: Prior to any insulating or drywalling
( <u>Q</u> Final/Certificate of occupancy:	Prior to <b>any</b> occupancy of the structure or use. NOTE: There is a \$75.00 fee per-

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if **your** project requires a Certificate of Occupancy. All projects DO require a final inspection

\_\_\_\_\_ If any of the inspections do not occur, **the** project cannot go on **to** the next **phase, REGARDLESS** OF **THE** NOTICE OR **CIRCUMSTANCES**.

**CERIFICATE OF OCCUPANICES MUST BE** ISSUED AND **PAID**FOR, **BEFORE THE SPACE MAY BE OCCUPIED** 

Signature of applicant/designee Date 50/25 Signature of Inspections Official Date () 3 W5 7 1) N Building Permit #:

City of Portland, Main	ne - Building or Use	Permit Applicatio	n Permit No:	Issue Date:	CBL:	
389 Congress Street, 0410	01 Tel: (207) 874-870.	3,Fax: (207) 874-871	6 03-1452	^	, 217 A037001	
Location of Construction:	Location of Construction: Dwner Name:		Owner Address:		Phone:	
Rivers Edge Dr (Lot #7)	Dr (Lot #7) Stroudwater Farms Assoc		91 Johnson Rd		207-781-3036	
Business Name:	Contractor Name	e:	Contractor Address:		Phone	
n/a	Kennedy & W	alsh Construction	91 Johnson Rd. Por	tland	2077813036	
Lessee/Buyer's Name	Phone:		Permit Type:		Zone.	
n/a	n/a		Single Family		[(28)]	
Past Use:	Proposed Use:		Permit Fee: C	Cost of Work:	CEO District: R-2	
Vacant	Build new 210	00 sq. Ft Single Family	\$1,689.00	\$177,000.00	Fegular	
				Approved INSPEC Denied Use Gro	Saturday	
Proposed Project Description:	1. 17 '1			· 2-	A	
Build new 2100 sq. Ft. Sing	le Family		Signature: Signature: Comparison of the second seco			
			Action: Approved Approved w/Conditions Denied			
		_	Signature:		Date:	
Permit Taken By:	Date Applied For:		Zoning A	Approval		
gg	11/20/2003					
1. This permit application		Special Zone or Revie	ws Zoning	Appeal	Historic Preservation	
Applicant(s) from meeti Federal Rules.	ing applicable State and	Shoreland A	Variance		Not in District or Landmark	
2. Building permits do not septic or electrical work	81 81 88			ous	Does Not Require Review	
3. Building permits are void if work is not started within six (6) months of the date of issuance.		Flood Zone PANC	<pre>LIZ □ Conditiona</pre>	1 Use	Requires Review	
within six (6) months of						
within six ( <b>6</b> )months of False information may i permit and stop all work	nvalidate a building	Subdivision		on	Approved	
False information may i	nvalidate a building	Subdivision		on	Approved Approved w/Conditions	
False information may i	nvalidate a building		Approved	l		

#### CERTIFICATION

I hereby certify that **1** 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 io 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

TO:	Inspections Department
FROM:	Jay Reynolds, Development Review Coordinator
DATE:	August 31,2004
RE:	C. of O. for #50 River's Edge Drive (CBL 217A037) (ID 2003-0248)

After visiting #50 River's Edge Drive, I have the following comments:

Site work incomplete:

1. Wetland Survey and Restoration.

I anticipate this work will be completed by October 15,2004.

At this time, I recommend issuing a temporary Certificate of Occupancy.

Please contact me if you have any questions or comments.

- Cc: Sarah Hopkins, Development Review Services Manager Mike Nugent, Inspection Services Manager File: Urban Insight
- File: O:\plan\drc\riversedgelot7a.doc

ł	PLUMBING APPLICATI		Department of Human Sciences Division of Health Engineering			
Town Plant Str Subdivisi Last: Applic Narr Mailing Ad Owner/Ap (If Diffe	PROPERTY ADDRESS n or ation 50 Prove of a eet ion Lot # 50 N'I VEI 204 PROPERTY OWNERS NAME KANDAUY J WAISH First. cant he: MING'S Prove balanss of ILIO7 RIVENSURE	Date       Permit       Supervise       Supervise <t< th=""></t<>				
	Signature Wwner/Applicant	 	te Local Plumbing	Inspector Signatur	e Date Approved	
		Family DW Odular O Le Family [	rure To Be Served: ELLING R MOBILE HOME	1,	nbing To Be Installed By: TER PLUMBER URNERMAN D. HOUSING DEALEWMECHANIC IC UTILITY EMPLOYEE PERTY OWNER	
H	ook-Up & Piping Relocation	Number	Column 2		Column 1	
I	Maximum of 1 Hook-Up HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.	Number	Type of Fixture Hosebibb / Sillcock Floor Drain	Number	Type of Fixture Bathtub (and Shower) Shower (Separate)	
	HOOK-UP: to an existing subsurface wastewater disposal system.		Drinking Fountain Indirect Waste	4	Water Closet (Toilet)	
	PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.		Water Treatment Softener, Filter, etc. Grease / Oil Separator	/	Clothes Washer Dish Washer	
		I	Dental Cuspidor		Garbage Disposal	
	<u>OP</u>		Bidet	LL_	)	
ſ	TRANSFER FEE		Other:		Water Heater	
			Fixtures (Subtotal) Column 2		Fixtures (Subtotal) Column 1	
Ĭ		MIT FEE S ALCULAT	SCHEDULE ING FEE		Fixtures (Subtotal) Column 2 Total Fixtures Fixture Fee Transfer Fee	
Par	ge 1 of 1				Hook-Up & Relocation Fee Permit Fee	
	ge 1 or 1 11 Rev.6;94			1/0	(Total)	

\_\_\_\_

Form # P 01



### ELECTRICAL PERMIT City of Portland, Me.



To the Chief Electrical Inspector, Portland Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the City of Portland Electrical Ordinance, National Electrical Code and the following specifications:

Date <u>4-8-04</u> Permit # <u>2054-4.312</u> CBL# <u>217 A-37</u>

	CBL# <u>-// + + </u>
LOCATION: <u>SO KIVERS</u> Edge	METER MAKE & #
CMP ACCOUNT #	OWNER Stilludwater taims Assoc - Kennedy "wal
TENANT	PHONE #

						ΤΟΤΑΙ	L EACH	FEE 60
OUTLETS	60	Receptacles	30	Switches	8	Smoke Detector	.20	15/00
								- Der
FIXTURES	20	Incandescent	4	Fluorescent		Strips	.20	43/00
							15.00	- co
SERVICES		Overhead		Underground		TTL AMPS <800	15.00	1.Str
		Overhead		Underground		>800	25.00	
Temporary Service		Overhead		Underground		TTL AMPS	25.00	
	·			3	-		25.00	
METERS	i -	(number of)					1.00	
MOTORS	+	(number of)					2.00	
RESID/COM		Electric units					1.00	
HEATING	+	oil/gas units		Interior		Exterior	5.00	-7)
APPLIANCES	+	Ranges		Cook Tops		Wall Ovens	2.00	200
	1	Insta-Hot		Water heater	\$ 3	Fans	2.00	10000
	+	Dryers	1	Disposals	17	Dishwasher	2.00	1.6700
	+ l	Compactors		Spa	<u> </u>	Washing Machine	2.00	20000
······		Others (denote)					2.00	376
MISC. (number of)	+	Air Cond/win					3.00	
		Air Cond/cent				Pools	10.00	
- WALNESS		HVAC		EMS		Thermostat	5.00	
		Signs					10.00	
		Alarms/res					5.00	
		Alarms/com		-			15.00	
		Heavy Duty(CRKT)					2.00	
		Circus/Carnv					25.00	
		Alterations					5.00	
		Fire Repairs					15.00	
		E Lights		+			1.00	
		E Generators			ļ		20.00	
		E Generators					20.00	
PANELS		Service		Remote	1	Main	4.00	
TRANSFORMER		0-25 Kva			1		5.00	
		25-200 Kva					8.00	
	-	Over 200 Kva	<u> </u>			1 1 1 17 mm	10.00	
	-					TOTAL AMOUNT DUE	,	(2)
	+	MINIMUM FEE/CC	MM	ERCIAL 45.00	1	MINIMUM FEE 35.00	0	55/100
*ORS NAI 17	_Ra	Jeff High acine Ave 7-9693	+ : For-	Elec tlad		_ MASTER LIC. #) <u> </u>	9	
~	٦Α	CTOR		Elug V				

White Copy Office •

DRC Copy

2003-0248

Application I. D. Number

Stroudwater Farms Assoc			11/20/2003
Applicant			Application Date
91 Johnson Rd , Falmouth , ME 04105			Rivers Edge (Lot #7)
\pplicant's illi ≏ 11 ∋			Project Name/Description
Consultant/Agent		Address of Proposed Site	ne
Applicant Ph: (207) 781-3036 Agent	Fax	217 A037001	
Applicant or Agent Daytime Telephone, Fa		Assessor's Reference: Chart-Blo	ock-Lot
Proposed Development (check all that app	ly): 🔲 New Building 🗌	Building Addition 🦳 Change Of Use 👿	Residential 🦳 Office 🦳 Retail
Manufacturing Warehouse/Distr		Other (sp	
2100 sq. Ft.		)3 sq. Ft.	
Proposed Building square Feet or # of Uni		age of Site	Zoning
Check Review Required:			
Site Plan	Subdivision	PAD Review	14-403 Streets Review
(major/minor)	# of lots		
Flood Hazard	Shoreland	HistoricPreservation	DEP Local Certification
Zoning Conditional	Zoning Variance		Other
Use (ZBNPB)			
Fees Paid: Site Pla \$250.00	_Subdivision	Engineer Review \$50.0	0 Date 1112512003
DRC Approval Status:		Reviewer Jay Reynolds	
Approved	Approved w/Conditions See Attached	Denied	
Approval Date 12/12/2003	Approval Expiration 12/12	2/2004 Extension to	Additional Sheets
Condition Compliance	Jay Reynolds	12/12/2003	Attached
	signature	date	
Performance Guarantee	Required*	Not Required	
<ul> <li>No building permit may be issued until a</li> </ul>	performance guarantee has	been submitted as indicated below	
Performance Guarantee Accepted			
	date	amount	expiration date
Inspection Fee Paid			
	date	amount	
Building Permit Issue			
	date		
Performance Guarantee Reduced			
	date	remainingbalance	signature
Temporary Certificate of Occupancy		Conditions (See Attached)	
	date		expiration date
Final Inspection	date	signature	
Certificate Of Occupancy	uaic	Signature	
	date		
Performance Guarantee Released			
	date	signature	
Defect Guarantee Submitted			
	submitted date	amount	expiration date
Defect Guarantee Released			
	date	signature	

2003-0248

11/20/2003 Application Date

Application I. D. Number

Rivers Edge (Lot #7)

Project Name/Description

Stroudwater	Farms Assoc
-------------	-------------

Applicant

91 Johnson Rd , Falmouth , ME 04105

Applicant's Mailing Address

Consultant/AgentApplicant Ph: (207) 781-3036Agent Fax:Applicant or Agent Daytime Telephone, Fax

#### Approval Conditions of DRC

Rivers Edge Dr, Portland, Maine

Assessor's Reference: Chart-Block-Lot

Address of Proposed Site

217 A037001

- 1 All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.
- 2 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 3 Your new street address is now #50 River's Edge Drive, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4 A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 5 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- **6** The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

2003-0248

	DRC Copy	Application I. D. Number
Streudwater Forme Acces		11/20/2003
Stroudwater Farms Assoc Applicant		Application Date
91 Johnson Rd , Falrnouth , ME 04105		Rivers Edge (Lot #7)
Applicant's Mailing Address		Project Name/Description
· + + · · · · · · · · · · · · · · · · ·	${\cal AD}$ Rivers Edge Dr , P	
Consultant/Agent	Address of Propose	
Applicant Ph: (207) 781-3036 Agent Fax:	217 A037001	
Applicant or Agent Daytime Telephone, Fax	Assessor's Referen	ice: Chart-Block-Lot
Proposed Development (check all that apply):	New Building Building Addition Chang	e Of Use 🖌 Residential 🗌 Office 🗌 Retail
Manufacturing Warehouse/Distribution	Parking Lot	Other (specify)
	 23,393 sq. Ft.	
Proposed Building square Feet or # of Units	Acreage of Site	Zoning
Check Paviaw Paguirad		
Check Review Required:		- 14 402 Streets Poview
Site Plan Subdivi (majorhinor) # of lots		14-403 Streets Review
Flood Hazard  Shorela	and IstoricPreserva	ation DEP Local Certification
Zoning Conditional	Variance	Other
Use (ZBNPB)		
Fees Paid: Site Plan <b>\$250.00</b> Subdiv	vision Engineer Review	\$50.00 Date 11/25/2003
Status:	Reviewer Jay Reyno	lds
Approved		enied
: col-1802 (1994)		
Approval Date 12/12/2003 Approval	Expiration <u>12/12/2004</u> Extension to	Additional Sheets
		Attached
Si	gnature date	
Performance Guarantee Requir	ed* 🔽 Not Required	
* No building permit may be issued until a performa	nce guarantee has been submitted as indicated b	elow
Performance Guarantee Accepted		
	date amou	nt expiration date
Inspection Fee Paid		
	date amou	nt
Building Permit Issue		
	date	
Performance Guarantee Reduced		
	date remaining l	
Temporary Certificate of Occupancy	Conditions (See	
	date	expiration date
Final Inspection		
	date signate	ure
Certificate Of Occupancy		
	date	
Performance Guarantee Released		
	date signate	ure
Performance Guarantee Released     Defect Guarantee Submitted	date signati	
Defect Guarantee Submitted		
	date signati	nt expiration date

Planning Copy

2003-0248

Application I.D. Number

Stroudwater Farms Assoc		_		0/2003 lication Date
91 Johnson Rd , Falmouth , ME 04105			Rive	ers Edge (Lot #7)
Applicant's Mailing Address		_		ect Name/Description
		Rivers Edge Dr, Por	-	
Consultant/Agent		Address of Proposed	Site	
Applicant Ph: (207) 781-3036 Agent		217 A037001		
Applicant or Agent Daytime Telephone, Fax		Assessor's Reference	: Chart-Block-L	ot
Proposed Development (check all that apply	/): 🖌 New Building	Building Addition 🔲 Change	Of Use 🖌 Re	esidential 🗌 Office 🔲 Retail
Manufacturing Warehouse/Distrib	ution 🔲 Parking Lot		Other (specify	/)
2100 sq. Ft.	23,3	93 sq. Ft.		
Proposed Building square Feet or # of Units	Acre	eage of Site		Zoning
Check Review Required:				
-	Subdivision	PAD Review		14-403 Streets Review
	# of lots			
Flood Hazard	Shoreland	HistoricPreservation	on	DEP Local Certification
Zoning Conditional	Zoning Variance			Other
Fees Paid: Site Pla\$250.00	Subdivision	Engineer Review	\$50.00	Date11/25/2003
Planning Approval Status:		Reviewer Jay Reynolds	6	
	Approved w/Conditions See Attached	B Den	ied	
Approval Date <b>12/12/2003</b> A	pproval Expiration 12/1	2/2004 Extension to		Additional Sheets
OK to Issue Building Permit	Jay Reynolds	12/12/2003		Attached
	signature	date		
Performance Guarantee	Required*	✓ Not Required		
* No building permit may be issued until a p	erformance guarantee has	s been submitted as indicated belo	w	
Performance Guarantee Accepted				
	date	amount		expiration date
Inspection Fee Paid				
	date	amount		
Building Permit Issue				
	date			
Performance Guarantee Reduced				
	date	remaining bal	ance	signature
Temporary Certificate of Occupancy		Conditions (See At	tached)	
	date			expiration date
Final Inspection				
	date	signature	;	
Certificate Of Occupancy				
	date			
Performance Guarantee Released				
	date	signature	•	
Defect Guarantee Submitted				
	submitted date	amount		expiration date
Defect Guarantee Released				
	date	signature	•	

2003-0248

Application I. D. Number

Stroudwater Farms Assoc	11/20/2003		
Applicant	Application Date		
91 Johnson Rd , Falmouth , ME 04105	Rivers Edge (Lot #7)		
Applicant's Mailing Address	Project Name/Description		
	Rivers Edge Dr , Portland, Maine		
Consultant/Agent	Address of Proposed Site		
Applicant Ph: (207) 781-3036 Agent Fax:	217 A037001		
Applicant or Agent Daytime Telephone, Fax	Assessor's Reference: Chart-Block-Lot		

#### **Approval Conditions of DRC**

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- 6 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

L.S. V-L12.

Soil type/Presumptive Load Value (Table 401.4.1) Component Component STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2) Foundation Drainage Dampproofing Section 403.1.2) Foundation Drainage Dampproofing (Section 403.1.2) Foundation Section 409.1) Crawls Space ONLY Ventilation (Section 409.1) Crawls Space ONLY AnchorBolts/Straps (Section 403.1.4) Lally Column Type, Spacing and footing sizes (Table 502.3.4(2,1) Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2)) First Floor Joist Type & Dimesions First Floor Joist Species Dimensions and Spacing Table 503.3.1(1) & Second Floor Joist Species
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				-
Attic or additional Floor Joist Species Dimensions and Spacing(Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1) )	012	2*B'		
Roof Rafter;Pitch, Span, Spacing& Dimension(Table 802.3.2(7) )	J D	2"*8"-16"00		
(Table 503.2.1(1)	ot			
(Table 602.3(1) & (2) )				
<b>Frivate Garage</b> Section 309 and Section 407 1999 BOCA) Living Space? $\sqrt{25} - Umhini Shed$ (Above or beside)				
Fire separation $O \not\vdash$				
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	+016-5	Shows Styp		
Egress Windows (Section 310)	OK			
Roof Covering (Chapter 9)				
Safety Glazing (Section 308)	20			
Attic Access (BOCA 1211.1)	-Pull down	Schir Sho	3	
Draft Stopping around chimney	thavior ,	Stavior massnry chimned		

	Header ScheduleType of Heating SystemType of Heating SystemStairsStairsStairsNumber of StairwaysNumber of StairwaysInteriorLateriorExteriorExteriorTreads and Risers $p'' + 7'h''$ Section 314)Width $o E'$	- Not Show in win	
	Headroom $-0$ K Guardrails and Handrails $-0$ k $ \leq d$ (Section 315)	anote 2 shut Aut	
(M)	Smoke Detectors Location and type/Interconnected	Klot Shown	
	rian keviewer Signature See Chimney Summary Checklist		

Applicant: Kennedy's WAlsh Const. Date: 12/1/03 Address: #17 RiverSedge DRive C-B-L: 217-A-03> CHECK-LIST AGAINST ZONING ORDINANCE #03-1452 Date - NEW development Zone Location - Contract Zone"-C8" usine regular 2-3 Subativission requirem Interior of corner lot -Proposed UserWork - Construct New Sugle Famly with Attached garage And VEAV deck Servage Disposal - City Lot Street Frontage - 50 min - 80' Show Front Yard - 25 min - 86'scalad Rear Yard - 25 min - 101' SCARed Side Yard - 14'min - 15' 4, 28' Scalad 2 story 14' × 17' - Frantporch - NO Daylight DASement Projections - read det K- frantporch - NO Daylight DASement Width of Lot - 75 min reg - -105'scaled Height - 35'MAX - 29.25'Scaled to pidge Lot Area - 6,5007 -23 3937 show Lot Coverage/Impervious Surface - 25% ( 01 5848.25 FmAX Area per Family - 6,500 # Off-street Parking - Zpkg Spaces required + 2 (ArgAngo Shown of Loading Bays - NA = 952 28×34 Site Plan - mmor/mmor # 2003-0248 576 Shoreland Zoning/Stream Protection - NA 204 Flood Plains - Pfnel 12 Zore X 9704,

# All Purpose 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: $L_{o+} # 7$ River's Edge							
Total Square Footage of Proposed Structure $210C \leq F$	3,393	3 S.F.					
Tax Assessor's Chart, Block & LotChart#Block#Lot#217 - A - 037 - 001	Owner: K Falmout	ennedy ? Walsh Cons h. ME	ל Telepi לע	hone: 313036			
Lessee/Buyer's Name (If Applicable)	telephone 91 50	name, address & : Kennedy / Walsh Const. unsen Rd. Jth, ME. O41105 781-3036	Cost Of Work: \$_1 Fee: \$ /	1 <u>7,000</u> 16/4, Base			
Current use:       Raws land       1300 - 14/41 Str.         If the location is currently vacant, what was prior use:       475.00         Approximately how long has it been vacant:       4989         Proposed use:       Single_family_residence         Project description:       9							
Contractor's name, address & telephone: Kennedy & Walsh Construction Who should we contact when the permit is ready: Bryan Kennedy or Karen DEPT OF SUILDING INSPECTION Mailing address: Q1 Johnson Ed. Falmouth, ME 04105 We will contact you by phone when the permit is ready. You must come in and ploy up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work arder will be issued and a \$100.00 fee if any work starts before the permit is picked up. PLONE: 7811-3030							

# IF THE REQURED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APROVE THIS PERMIT.

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 of applicant:	Toron K	e y ( ch, )	Date:	11-20-03	
C			-		

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor **d** City **Hal** 

#### AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement made and entered into this \_19<sup>th</sup> \_day of November, 2003, by and between STROUDWATER FARMS ASSOCIATES, a Maine general partnership, whose mailing address is 91 Johnson Road, Falmouth, Maine 04105, (the "Seller"), and KENNEDY & WALSH CONSTRUCTION with a mailing address of 91 Johnson Road, Falmouth, Maine 04105 (the "Buyer").

The parties hereto agree as follows:

- PREMISES. Subject to Paragraph 4 hereof, Seller agrees to sell and Buyer agrees to buy certain real estate located in Portland, Cumberland County, Maine in a development known as River's Edge and more particularly described as Lot Number 7 on a plan entitled "Final Subdivision Plan, River's Edge, Congress Street, Portland, Maine Made for Stroudwater Farms Associates" prepared by Owen Haskell, Inc. dated April 10, 2001 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 494, together with all appurtenant rights and easements, (hereinafter the "Premises").
- 2. PURCHASE PRICE. Buyer agrees to pay for the Premises the sum of Ninety Five Thousand Dollars (\$95,000.00), ( the "Purchase Price") payable as follows:
  - a. Earnest Money Deposit. \_\_\_\_\_\_n/a \_\_\_\_\_ and 00/100 (\$0.00) as a earnest money deposit at the time of the execution of this Agreement (the "Deposit").The Deposit shall be held in by the Seller, in a non-segregated account and without interest, and shall be credited towards the Purchase Price if and when there is a closing and otherwise pursuant to this Agreement.
  - b. Balance of Purchase Price at Closing. The balance of the Purchase Price, Ninety Five Thousand Dollars and 00/100 (\$95,000.00)shall be paid by immediately available funds, cash or certified check at the time of the closing.
- 3. TITLE. Seller shall convey the Premises to Buyer at Closing in fee simple with good and marketable title in accordance with the standards of the Maine Bar Association, free and clear of all liens but subject to easements, privileges, restrictions and agreements of record. If Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time in which to remedy any title defects. If such defects cannot be corrected **or** remedied, or if Seller elects in Seller's discretion not to remedy the same, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations to each other hereunder will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist without a reduction in the Purchase Price.

- 4. CLOSING. The Closing of this transaction shall take place on or before May 20,2004 at the offices of Cumberland Title Co., One Canal Plaza, Portland Maine or at such time at place as Seller and Buyer shall mutually agree upon in writing. At the Closing, Seller shall execute and deliver to Buyer, against payment of the balance of the Purchase Price, a Warranty Deed to the Premises. The acceptance of the deed by the Buyer at closing shall be deemed to be full performance and discharge of every agreement, obligation and representation made on the part of the Seller, except as expressly set forth in such deed. The parties agree that none of the statements contained in this Agreement are collateral agreements.
- 5. POSSESSION. Seller shall deliver possession of the Premises to Buyer free and clear of all leases, tenancies and occupancies by any person.

#### 6. ADJUSTMENTS, PRO-RATION AND CLOSING COSTS.

- a. Real Estate taxes and assessments shall be pro-rated as of the Closing on the basis of the latest available tax bill.
- b. The Maine Real Estate Transfer Tax shall be paid one-half by each of Seller and Buyer. The recording fee for the deed will be paid by the Buyer.
- c. The Buyer shall pay to the Seller an amount equal to One-sixth (1/6<sup>th</sup>) the estimated annual common expense charges for the Premises, and Seller shall contribute such payments for the Buyer to a working capital fund established by the Seller as a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance. Such payment to the working capital fund shall not be treated as a prepayment of monthly common expenses assessments.
- 7. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's remedies shall be either (i) retention of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii) recourse to all available legal and equitable remedies. Upon retention of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer's exclusive remedies shall be either (i) return of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii)specific performance of this Agreement. Upon return of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any other legal or equitable remedy, or (ii)specific performance of this Agreement. Upon return of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder.

8. GENERAL PROVISIONS. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given of the date of service if served personally on the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail, postage prepaid, certified, return receipt requested, addresses as provided in the prefatory paragraph of this Agreement.

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. The rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller.

Seller and Buyer represent and warrant to each other that neither party has engaged in the services of any real estate broker with respect to this transaction except for \_\_\_\_\_\_n/a\_\_\_\_\_ whose commission shall be paid by \_\_\_\_\_\_n/a\_\_\_\_\_ This Agreement constitutes the entire Agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Seller and Buyer except as expressly contained in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. If any provision of this Agreement is to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

Seller: Stroudwater Farms Associates By: Stroudwater Farms Development, LLC Its Partner

Karen M. Walsh, Its Manager Seller Tax ID# 01-0433631

Name:

Buyer Sac. Sec. #

Name:

Buyer:

Soc. Sec. #

**Building Copy** 

2003-0248

Application I. D. Number

Stroudwater Farms Assoc					0/2003 cation Date
91 Johnson Rd , Falmouth , ME 04105					rs Edge (Lot #7)
Applicant's Mailing Address				oject Name/Description	
Consultant/Agent		Rivers Edge Dr , Port			
Applicant Ph: (207) 781-3036		217 A037001			
Applicant or Agent Daytime Teleph	Agent Fax: none, Fax		Assessor's Reference:	Chart-Block-Lo	t
Proposed Development (check all	that apply): New Build	ding 🔲 Building	Addition 📋 Change O	f Use 🦳 Re	sidential 🦳 Office 🦳 Retail
Manufacturing Marehou		ing Lot		Other (specify	)
2100 sq. Ft.		23,393 sq. Ft.			
Proposed Building square Feet or	# of Units	Acreage of Site	)		Zoning
Check Poviow Poquirod					
Check Review Required:	Subdivision		PAD Review		□ 14-403 Streets Review
Site Plan (majorhinor)	# of lots		PAD Review		
Flood Hazard	Shoreland		HistoricPreservation	ו	DEP Local Certification
Zoning Conditional Use (ZBNPB)	Zoning Variance				Other
Fees Paid: Site Pla	\$250.00 Subdivision	E	Engineer Review	\$50.00	Date 11/25/2003
Building Approval Sta	atus:	Re	viewer		
Approved	Approved w/Co See Attached	nditions	Denie	ed	
Approval Date	Approval Expiratio	n	Extension to		Additional Sheets Attached
Condition Compliance	signature		date		Allacheu
Performance Guarantee	Required'		Not Required		
• No building permit may be issued	d until a performance guara	antee has been sub	mitted as indicated below	N	
Performance Guarantee Accep	oted				
	date	Э	amount		expiration date
Inspection Fee Paid					
	date	9	amount		
Building Permit Issue					
	date	9			
Performance Guarantee Reduc	-				
	date	9	remaining bala		signature
Temporary Certificate of Occup			Conditions (See Atta	ached)	
	date	9			expiration date
Final Inspection	date		aignoturo		
Certificate Of Occupancy	uale	5	signature		
	date	<i></i>			
Performance Guarantee Relea		-			
	date	9	signature		
Defect Guarantee Submitted					
	submittee	d date	amount		expiration date
Defect Guarantee Released	date	2	signature		
	uale		signature		