

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

PERMIT ISSUED

CITY OF PORTLAND

SEP 10 2004

BUILDING INSPECTION

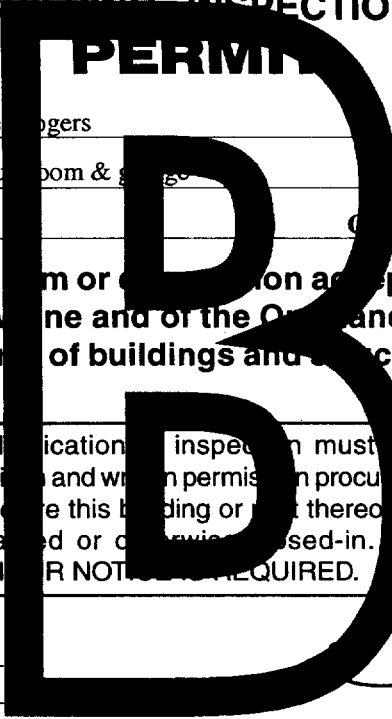
Permit Number: 040749

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

This is to certify that Wagner Joshua P & /Michael Rogers
has permission to 66' x 40' 2 Story home w/ mud room & garage
AT 0 Rivers Edge Dr (Lot 29) 217 A039001

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 altered or otherwise used-in. HAZARD NOTIFICATION 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

[Signature]
2/9/04
Director, Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

Permit No: 04-0749	Issue Date:	CBL: 217 A039001
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Location of Construction: 0 Rivers Edge Dr <i>lot #9</i>	Owner Name: Wagner Joshua P &	Owner Address: 68 Wolcott Sts	Phone: 773-9663
Business Name:	Contractor Name: Michael Rogers <i>316-9984</i>	Contractor Address: 440 Forest Ave Portland	Phone: 2077755600
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: <i>C-2 Contract</i>
Past Use: Undeveloped Lot	Proposed Use: Single Family Home w/mud room & two car garage	Permit Fee: \$2,436.00	Cost of Work: \$260,000.00
Proposed Project Description: 66' x 40 2 Story home w/ mud room & garage		FIRE DEPT: <i>N/A</i>	INSPECTION: Use Group <i>R-3</i> Type: <i>SB</i> <i>BOCA 1999</i>
		Signature:	Signature:
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied	
		Signature:	Date:

Permit Taken By: iodinea	Date Applied For: 06/07/2004	Zoning Approval
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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 Review: <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 12 zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>#2004-0114</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>d with conditions</i> Date: _____	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 Date: _____	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: _____
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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

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL:
04-0749	06/07/2004	217 A039001

Location of Construction: 0 Rivers Edge Dr (lot #9)	Owner Name: Wagner Joshua P &	Owner Address: 68 Wolcott St	Phone: () 773-9663
Business Name:	Contractor Name: Michael Rogers	Contractor Address: 440 Forest Ave Portland	Phone (207) 775-5600
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Single Family Home w/mud room & two car garage

66' x 40' 2 Story home w/ mud room & garage

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 07/06/2004**Note:** 6/11/04 given back to the front staff - It needed to be put into the system with a permit and card generated before I could review it **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. A front stoop and stairs are shown on the plans along with a small rear deck and stairs. Both such stoops and stairs are approved with this permit.
- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) 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 **Reviewer:** Tammy Munson **Approval Date:** 09/09/2004**Note:** **Ok to Issue:** **Dept:** DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 08/31/2004**Note:** **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A sewer permit is required for your 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.
- 3) Your new street address HAS NOT BEEN ASSIGNED TO DATE, HOWEVER, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 5) THE FOUNDATION DRAIN INSTALLATION (WITHIN THE BUFFER ZONE) WILL ONLY BE ALLOWED IF THE PERMITTED WALKING TRAIL FALLS IN THE SAME LOCATION. CLEARING 2 AREAS IN THE BUFFER ZONE WILL NOT BE ALLOWED.

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 08/31/2004**Note:** **Ok to Issue:**

June 3,2004

Ms. Tammy Munson
Building Code Department
City of Portland
389 Congress Street
Portland, ME 04101

RE: 66 River's Edge Road Addendum to Building Permit Application

Dear Tammy:

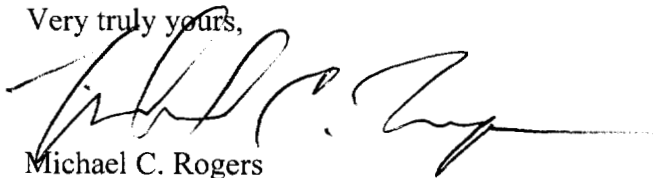
Enclosed are a revised full size and reduced size set of construction plans for my proposed single family home at Lot 9 and now known, courtesy of Jim Robbins, Public Works, as **66 River's Edge Road**, Portland. Please note the following changes relative to the earlier plans submitted with my building application, June 3,2004:

1. Reduced the living area from three floors to two floors and thereby reduced the gross living area from 4,275 +/- to 3,400 +/- square feet.
2. Changed slope of roof to a hip roof colonial.
3. Noted reference on Page 2 of attic access of 22" X 30" in Bedroom #3.
4. Noted reference on Page 2 for mason to install chimney draft stopping on each floor.
5. Noted reference on Page 3 of carrying partition headers (2 2"X12"s), window headers (3 2"X10"s), garage door headers (3 2"X12"s), and ceiling ties (2"X8").
6. Included City of Portland Stair Detail on Page 4.

No other structural changes were made to the plans. The footprint remains unchanged.

Please call my cell phone at 3 18-9984 should you have any additional questions. I appreciate your assistance. Thank you.

Very truly yours,



Michael C. Rogers

Enclosures

SEP - 9

Lot 9 Rivers Edge 217-A-39

Soil type/Presumptive Load Value (Table 401.4.1)	Photo	Inspector/Date/Initials
STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	OK - 7'0" / 10" shown	
Foundation Drainage Damp proofing (Section 406)	OK - 4" dia pipe - Need filter fabric special	OK - from notes 6/24/04
Ventilation (Section 409.1) Crawls Space ONLY	N/A	
Anchor Bolts/Straps (Section 403.1.4)	OK - 3 - 2x12's 1/2" - 3'	OK - OK - from notes 6/24/04
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	24" x 24" - Need 26" x 26" - OK for 2 stories	OK for 2 stories @ 24" x 24"
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	OK - 3 - 2x12's L: 8" span - OK	
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x10's - OK 2x6 PT - OK	OK - notes 6/24/04
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	2x10's - OK	

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	2x8's - OK	
Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	2x10's - OK	
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	OK	
Fastener Schedule (Table 602.3(1) & (2))	Per BALK	
Private Garage Section 309 and Section 407 1999 BOCA)		
Living Space ? (Above or beside)	Yes	
Fire separation -	OK - Shows	
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	Shows fire code door	
Egress Windows (Section 310)	Shows	OK - See notes (6/9/04)
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	Shows	OK - See notes (6/9/04)
Attic Access (BOCA 1211.1)	Not shown - size ?	- Need 22" x 30"
Draft Stopping around chimney	Not shown	

OK



775-5888



Header Schedule	-	Interior Barring walls need to be larger		
Type of Heating System	-			
Stairs				OK
Number of Stairways	4			
Interior	4			
Exterior	1			
Treads and Risers (Section 314)	OK			
Width				
Headroom	OK			
Guardrails and Handrails (Section 315)				
Smoke Detectors Location and type/Interconnected		OK		

See Chimney Summary Checklist

Need type SA construction - 3 stories

OK

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

2004-0114

Zoning Copy

Marge

Application I. D. Number

6/4/2004

Application Date

Single Family Home

Project Name/Description

Wagner Joshua P &

Applicant

68 Wolcott St, Portland, ME 04102

Applicant's Mailing Address

Rivers Edge Dr, Portland, Maine

Address of Proposed Site

217 A039001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail

Manufacturing Warehouse/Distribution Parking Lot

Other (specify) Single Family Home

66' x 40'

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

Site Plan
(major/minor)

Subdivision
of lots _____

PAD Review

14-403 Streets Review

Flood Hazard

Shoreland

Historic Preservation

DEP Local Certification

Zoning Conditional
Use (ZBA/PB)

Zoning Variance

Other _____

Fees Paid:

Site Pla

\$300.00

Subdivision

Engineer Review

Date

6/4/2004

Zoning Approval Status:

Reviewer _____

Approved

Approved w/Conditions
See Attached

Denied

Approval Date _____

Approval Expiration _____

Extension to _____

Additional Sheets
Attached

Condition Compliance

signature

date

Performance Guarantee

Required'

Not Required

* No building permit may be issued until a 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

remaining balance

signature

Temporary Certificate of Occupancy

date

Conditions (See Attached)

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

From: Jay Reynolds
To: Single Family Signoff; Tammy Munson
Date: Tue, Aug 31, 2004 1:39 PM
Subject: Re: lot 9 river's edge

I've approved lot 9, River's Edge Subdivision, approvals on urban insight. As always, please include my conditions with yours as you issue the permit. Thanks.
Jay

>>> Tammy Munson 08/31/2004 11:40:11 AM >>>
318-9984 cell

>>> Jay Reynolds 08/31 11:31 AM >>>
Do you have Mike Rogers' phone #?

>>> Tammy Munson 08/31/2004 9:24:40 AM >>>
Let me have the front staff look. I know Mike Rogers knows the process and that's why I'm thinking it's here someplace. I'll let you know what they find.

>>> Jay Reynolds 08/31 9:16 AM >>>
I approved lot 12, #66 River's Edge Drive, a few weeks back.....
Are we sure that your office routed this one? There have been a couple of mishaps lately.

>>> Tammy Munson 08/31/2004 8:57:29 AM >>>
hmm...that's really unusual. Mike R. is really familiar w/the process. The owners name is Wagner. Are you sure it didn't get submitted under a different lot #?

>>> Jay Reynolds 08/31 8:47 AM >>>
I have not seen an application for lot 9.....

>>> Tammy Munson 08/31/2004 8:10:45 AM >>>
What is the status of this permit? Mike Rogers is pretty angry about the time frame. I'll be meeting w/him this week to discuss building issues.

City of Portland
INSPECTION SERVICES

Room 315
389 Congress Street
Portland, Maine 04101

Telephone: 207-874-8703 or 207-874-8693
Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

TO: <u>Mike Rogers</u>	FROM: <u>T Munson</u>
FAX NUMBER: <u>775-5888</u>	NUMBER OF PAGES, WITH COVER: <u>4</u>
TELEPHONE: _____	RE: <u>Lot 9 River Edge</u>
DATE: <u>8/31/04</u>	_____

Comments:

Outstanding issues:
Attic Access size
Draft stopping for chimney
Recheck interior bearing headers for 2 stories.
See attached list w/notes.

Applicant: Mike Rogers

Date: 7/6/04

Address: River Edge Drive
(Lot #9)

C-B-L: 217-A-039

CHECK-LIST AGAINST ZONING ORDINANCE

Permit # 04-0749

Date - New Development

Zone Location - C-8 contract zone using R-3 criteria

Interior or corner lot -

Proposed Use/Work - to construct new single family with attached mudroom and garage
28' x 40' 16.5' x 28.5'

Sewage Disposal - City

Lot Street Frontage - 50' min - 100' shown

Front Yard - 25' min - 41' to front entry

Rear Yard - 25' min - 50' scaled

Side Yard - 16' min - 34' & 50' scaled

Projections - 2 1/2 story front entry 4 x 8.5' - rear deck 8 x 11' & steps

Width of Lot - 75' min - 100' + shown

Height - 35' MAX - 30.5' scaled

Lot Area - 6,500 sq ft min - 20,591 sq ft given

Lot Coverage/Impervious Surface - 25% of 51,477.75 sq ft

Area per Family - 6,500 sq ft min

Off-street Parking - 2 req - 2 car garage shown

Loading Bays - N/A

Site Plan - #2004-0114 minor/minor #2004-0114

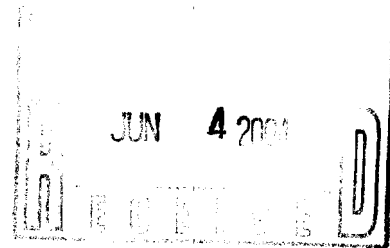
Shoreland Zoning/Stream Protection -

Flood Plains - Panel 12 - Zone X

Not in historic

Daylight basement shown along part of rear

28 x 40 =	1120
22 x 28 =	616
16.5 x 21.5 =	354.75
8 x 11 =	88
4 x 8.5 =	34
212.75	



Anticipating some of your questions from the previous house I built at 75 Tide Mill Road, the following is additional information pertinent to my application:

1. **Soil Profile:** Mixture of loam and clay.
2. **Filter Fabric:** Muslin cloth.
3. **Foundation Walls:** 8" walls.
4. **Anchor Bolts & Spacing:** 1/2", 36" O/C.
5. **Sill & Band:** 2" X 6" PT, 2" X 10" rim joist.
6. **Floor joists:** 16" O/C.
7. **Floor system specifications for room above garage:** See the attached Wood Structures Inc. 26' floor truss design.
8. **Decking:** 3/4" T&G Adventec, 50 year warranty.
9. **Sheathing:** 1/2" OSB.
10. **Roof Sheathing:** 5/8" Adventec, 50 year warranty.
11. **Fasteners:** 16D on framing, 8D on sheathing, 8D ring shank with adhesive on floor sheathing.
12. **Type of Door from Garage to Mudroom and Garage to Basement:** 90 minute fire rated metal with spring load hinges.
13. **Sill height above the garage door:** Minimum 1' drop TBD.
14. **Door & Window Schedule with safety glazing and egress locations:** The door and window schedule are listed on the Building Plans. Openings for the majority of the windows, including at a minimum, one window in each bedroom are 28" X 28" and thereby meet the egress standard of 5.7 SF. Please see the attached Rivco Millworks Window Specifications. Safety glass windows will be installed in the three windows in the Master Bath.
15. **Access to enclosed space above living space:** There is no access to the minimal amount of enclosed space above the third floor of the main part of the house but there will be a scuttle in the closet adjacent to the Master Bath for access to the enclosed space above the second floor of the rear part of the house (that area above the garage).
16. **Chimney plans:** See attached completed chimney plan code checklist.
17. **Structural headers not shown:** 2" X 8" solid, except over garage doors which will be laminated Microlams, size TBD by licensed construction engineer.
18. **Type of Heat:** Cast iron oil fired FHW boiler installed to Code will be located in the center of the basement.
19. **Existence of Liquid Propane:** A liquid propane tank will be situated outside along the left side of the garage and will be a minimum of 10' from the nearest window. The liquid propane will fuel the range and dryer. A licensed gas technician will install it.
20. **Hand rail/Guard rail, Baluster detail:** All measurements will be per the city code. Balusters will be 2" X 2". Second floor staircase will be open along the left side. There will be a railing and balusters on both sides at the top of the second floor stairs. The railing and balusters extend on the left side of the stairs to the front corner

p. 3 of 3.

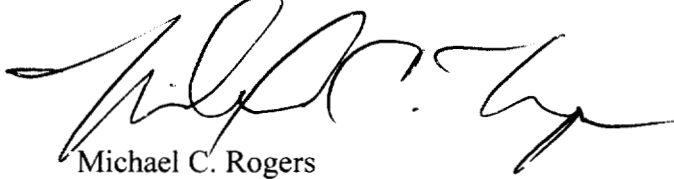


leading to the enclosed third floor staircase. Basement stairs will have enclosed risers and walls in addition to a railing.

21. **Smoke detectors, type & location:** Hard wired with battery backup in all bedrooms, first, second and third floor halls, garage and basement.
22. **Electrical & Plumbing Specifications:** Will be installed to city code.
23. **Erosion Control:** A silt fence will be installed and maintained during the construction period along the conservation area in the rear and right side of the property, respectively, and along the front property line.

Please call my cell phone at **318-9984** should you have any additional questions. Thank you.

Very truly yours,

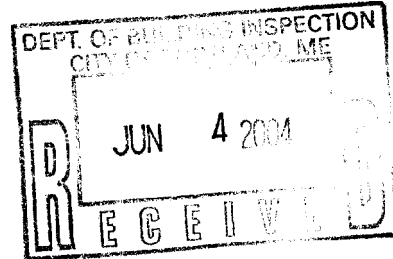


Michael C. Rogers

Enclosures

June 3, 2004

Mr. Michael Nugent
Building Code Department
City of Portland
389 Congress Street
Portland, ME 04101



RE: Lot 9, River's Edge Road Building Permit Application

Dear Michael:

Enclosed are the following relating to my single family building permit application for Lot 9, River's Edge Road:

- Completed All Purpose Building Permit application
- Enclosed check of \$2,218, representing the cost of the permit
- Owen Haskell, Inc. Professional Land Surveyors Property Plan (I made four copies of Lot 9 from the full size project plan)
- Pinkham & Greer Consulting Engineers, Inc. Site Plan (11"X17")
- Construction Plans (full size and reduced to 11"X17")
- Construction Scope of Work
- Warranty Deed & Purchase & Sale Agreement

The R-3 zone, 20,591 square foot lot, will be improved with a Colonial style structure. Living space will be on the first, second and third floors, respectively. The gross living area above grade will be 4,275 +/- square feet, respectively.

I calculated the cost of the permit as follows:

- | | |
|---|-------|
| • Site Plan Review | \$300 |
| • Basic Permit | 30 |
| • Construction (\$259/\$1,000 of construction X \$7.00) | 1,813 |
| • Certificate of Occupancy | 75 |

Total of Enclosed Check **\$2,218**

All Purpose Building Permit Application

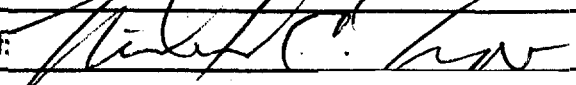
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>Lot 9, River's Edge Road</u>		
Total Square footage of Proposed Structure GLAAG: 4,275 +/- SF	Square Footage of Lot 20,591 SF	
Tax Assessor's Chart, Block & Lot Chart# <u>217</u> Block# <u>A</u> Lot# <u>39</u>	Owner: Kelly & Joshua Wagner	Telephone: Josh w: 773-9663
Lessee/Buyer's Name (If Applicable) Michael Rogers	Applicant name, address & telephone: Michael Rogers 440 Forest Avenue Portland 04101 775-5600	cost Of Work: <u>\$260,000</u> Fee: \$2,218.00
Current use: <u>Undeveloped lot</u>		
If the locaaffon is currently vacant, what was prior use: <u>Unknown</u>		
Approximately how long has it been vacant: <u>n/a</u>		
Proposed use: <u>Single family home</u>		
Project description: Construct a single family home as described in greater detail in the attached June 3, 2004 letter.		
Contractor's name, address & telephone: Michael Rogers, see above		
Who should we contact when the permit is ready: <u>Michael Rogers</u>		
Mailing address: 440 Forest Avenue, Portland 04101		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: Cell: 318-9984		

IF THE REQUIRED 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 APPROVE 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

verified by

Signature of applicant: 	Date: <u>6/3/04</u>
--	---------------------

WARRANTY DEED
(Maine Statutory Short Form)

Stroudwater Farms Associates, a Maine general partnership, with a place of business at Falmouth, Maine, for valuable consideration, grants to, **Joshua P. Wagner and Kelly J. Wagner**, as Joint Tenants, with a mailing address of 68 Wolcott Street, Portland, Maine, 04102, with Warranty Covenant, the following described real property situated at Lot 9, River's Edge, Portland, Cumberland County, Maine:


A certain lot or parcel of land with the buildings thereon, situated in said Portland, and being more particularly described on Exhibit A attached hereto and made a part hereof.

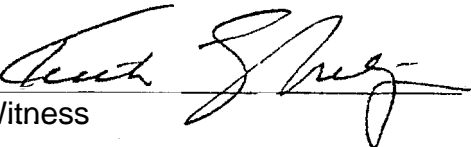
Meaning and intending to convey a portion of the premises described in a deed from Robert C. Hunt, dated July 29, 1988, and recorded in the Cumberland County Registry of Deeds in Book 8403, Page 350.

In Witness Whereof Stroudwater Farms Associates has caused this instrument to be signed by its duly authorized officer this 31st of October 2003

Stroudwater Farms Associates

By: Stroudwater Farms
Development, LLC, as
Managing General Partner


By: Karen M. Walsh
Its: Managing Member

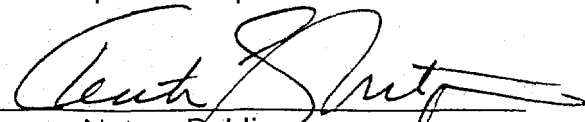

Witness

State of Maine
Cumberland County, ss

October 31, 2003

Personally appeared the above named Karen M. Walsh, Managing Member of Stroudwater Farms Development, LLC, Managing General Partner of Stroudwater Farms Associates, and acknowledged the foregoing instrument to be her free act and deed in said capacity, and the free act and deed of said partnership.

Before me,


Notary Public
KENNETH E. SMITH
MAINE ATTORNEY AT LAW

Print Name
Comm. Exp.

(Seal)



MAINE REAL ESTATE TAX PAID

EXHIBIT A

A certain lot or parcel of land, with the improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot No. 9 as shown on a plan entitled "Final Subdivision Plan, River's Edge, Congress Street, Portland, Maine made for Stroudwater Farms Associates," by Owen Haskell, Inc. dated April 10, 2001, revised July 9, 2001 and recorded in Plan Book 201, Page 494 (the "Plan").

Said lot is conveyed subject to a 100' sewer easement as shown on said Plan.

Together with the right in common with all other lot owners in and to the use of all streets and ways as shown on said plan for the purpose of ingress and egress.

Together with a Recreational and River Easement as reserved in a deed from Stroudwater Farms Associates to Portland Trails dated June 15, 1994, recorded in Book 11498, Page 24 and together with all other appurtenant easements shown on the Plan.

This conveyance is subject to and benefited by the Declaration of Protective Covenants for River's Edge Subdivision dated September 30, 2002, recorded in Book 18187, Page 320, and the By-Laws, Rules and Regulations of Stroudwater Farms Homeowners Association dated October 3, 2002 and recorded in Book 18187, Page 329.

Stroudwater Farms Associates reserves for itself, its successors and assigns the fee interest in all streets and ways, as shown on said plan.

Received
Recorded Register of Deeds
Nov 03, 2003 02:42:52P
Cumberland County
John B. D'Brien

RECEIVED
REGISTER OF DEEDS
CUMBERLAND COUNTY
NOV 3 2003



PURCHASE AND SALE AGREEMENT - LAND ONLY

April 19, 2004

April 19, 2004 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Michael C. Rogers (hereinafter called "Buyer") and Joshua P. Wagner, Kelly V. Wagner (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all [X] part of [] ; If "part of" see paragraph 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Lot 9 in River's Edge Subdivision and described in deed(s) recorded at said County's Registry of Deeds Book(s) 20503, Page(s) 206

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of \$150,000.00 PRICE \$ 150,000.00 of which \$5,000.00 DEPOSIT \$ 5,000.00 is included herewith as an earnest money deposit, and an additional amount of \$145,000.00 DEPOSIT \$ will be paid BALANCE DUE \$ 145,000.00 The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Joshua P. Wagner (Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 19, 2004 (date) 1:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 15, 2004 (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 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) n/a. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

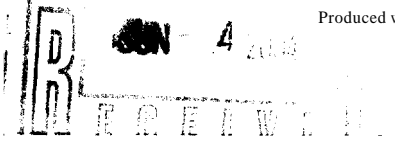
11. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>Please see below.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>Please see the next line.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	Buyer	_____

Further specifications regarding any of the above: Buyer hereby requests Seller for a reasonable extension for Buyer to perform said Agreement in the event Buyer needs the time for the City of Portland to approve Buyer's building permit. Contingent upon said property meeting all codes to construct a single family dwelling within the building envelope as shown in the Final Subdivision Plan dated April 10, 2001, and recorded in the Cumberland County Registry of Deeds in Book 8403, Page 350.

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



12. 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 90.000 % of the purchase price, at an interest rate not to exceed 6.500 % 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 14 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 showing that Buyer has secured the loan commitment within 45 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 business 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 or Seller's agent.
 - e. After (b) and (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 loan commitment. Any failure by Buyer to notify Seller within 48 hours 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 \$ 0 toward Buyer's pre-pays, points and/or closing costs.
 - 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 paragraph 15 shall be void.

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

<u>n/a</u> Licensee	of	<u>n/a</u> Agency	is a	<input type="checkbox"/> Seller Agent <input type="checkbox"/> Buyer Agent <input type="checkbox"/> Disc Dual Agent <input type="checkbox"/> Transaction Broker
<u>n/a</u> Licensee	of	<u>n/a</u> Agency	is a	<input type="checkbox"/> Seller Agent <input type="checkbox"/> Buyer Agent <input type="checkbox"/> Disc Dual Agent <input type="checkbox"/> 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.

14. MEDIATION: Any dispute or claim 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. Earnest money disputes are subject to release options in license law and the default clause contained herein.

15. 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. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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

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

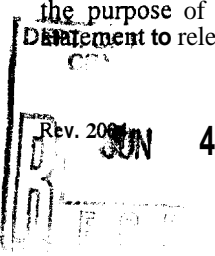
18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. ADDENDA: Yes Explain: Portland Assessor's Parcel Property ID No

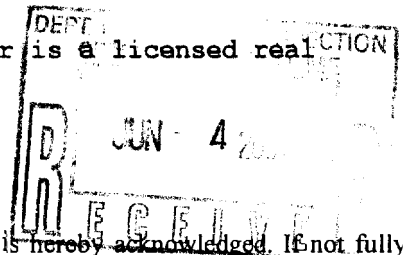
20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors 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 agents prior to, at and after the closing.

Page 3 of 4 - P&S-LO Buyer(s) Initials ML Seller(s) Initials JK



22. OTHER CONDITIONS: Buyer hereby discloses to the Seller that Buyer is a licensed real estate broker, but there will be no real estate commission.



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 Bureau of Taxation.

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.

[Signature]
BUYER Michael C. Rogers

005-54-0005
SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is 440 Forest Avenue, Portland, ME 04101

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 _____

[Signature] 4/21/01
SELLER Joshua B. Wagner DATE

005-80-537
SS# OR TAXPAYER ID#

[Signature] 4/21/01
SELLER Kelly X. Wagner DATE
S.K.W.

005-82-5330
SS# OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____

SELLER

SELLER

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

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____



[Handwritten signature]

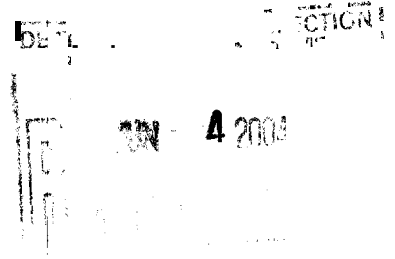
This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	217 A039001
Location	RIVERS EDGE DR
Land Use	VACANT LAND

Owner Address	WAGNER JOSHUA P & KELLY J WAGNER JTS 68 WOLCOTT ST PORTLAND ME 04102
---------------	--

Book/Page	20503/206
Legal	217-A-39 RIVERS EDGE DR 20591 SF LOT 9



Valuation Information

Land	Building	Total
\$36,750	\$ 0.00	\$36,750

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres
				0.473

Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement
----------	------------	------------	-------------	-------	----------

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
------	----------	------------	------	-------	-----------

Sales Information

Date	Type	Price	Book/Page
11/01/2003	LAND	\$115,000	20503-206

Picture and Sketch

<u>Picture</u>	<u>Sketch</u>
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[Click here](#) to view **Tax** Roll Information.

Any information concerning **tax** payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).



MAR *EW*

HW

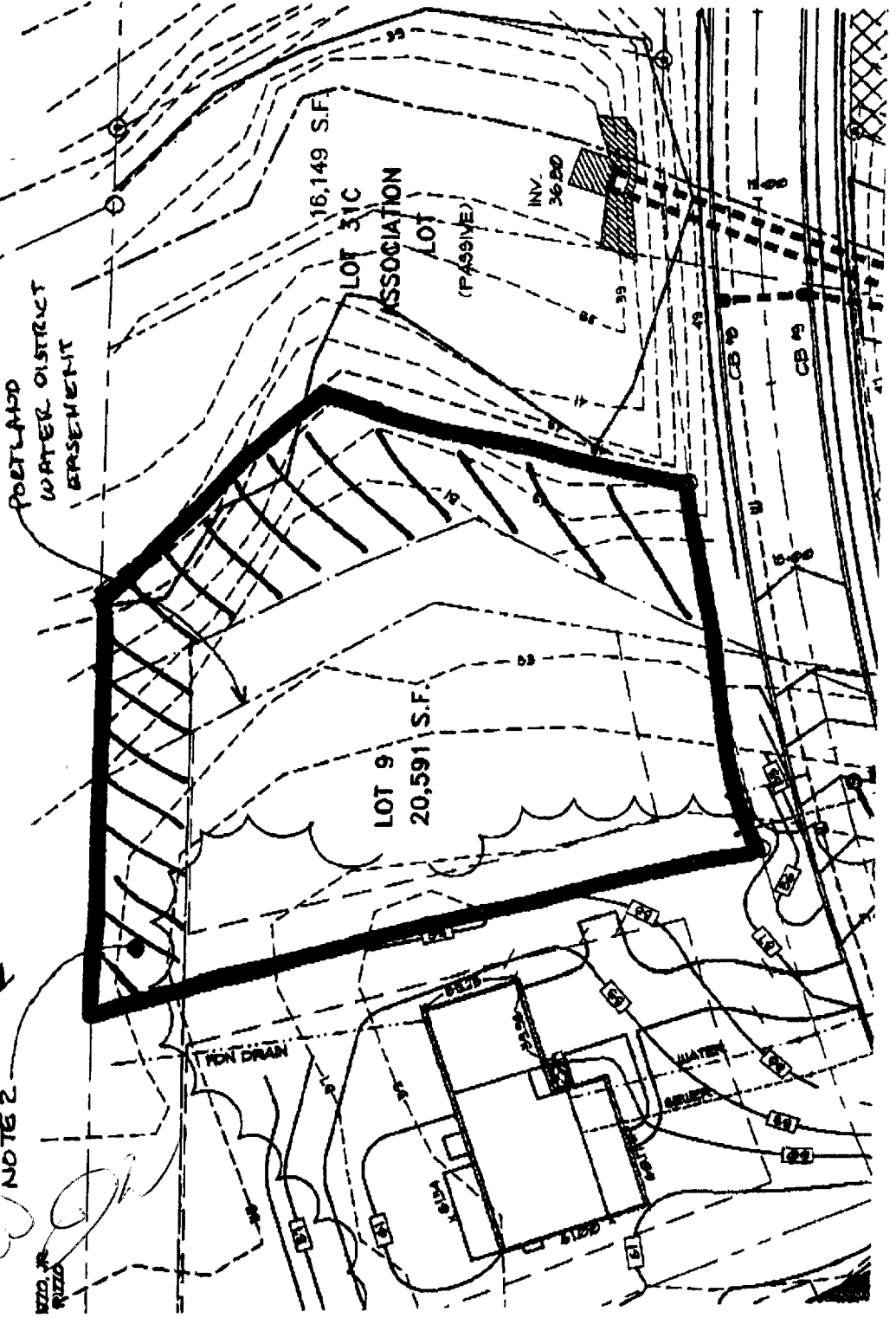
TO MIKE
9/14/04

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft
40

SEE
NOTE 2



INSPECTION
APR 14 2004

MICHAEL C. ROGERS
440 FOREST AVE.
PORTLAND, ME 04101

54-49/114
9355201830

1399

DATE 4/14/04

PAY TO THE ORDER OF JOSH WAGGONER \$ 5,000.00

FIVE THOUSAND DOLLARS

Fleet
79413 www.fleet.com
Woodford's Office
Portland, Maine 04101

MEMO LOT 9 GARAGE DEPOSIT

+0114004950 93552 01830 1399

MR JW
HW

STATE OF MAINE CHIMNEY OR FIREPLACE DISCLOSURE

RECEIVED
4 2004

Dear Consumer: State law, specifically 32 M.R.S.A., Chapter 33, requires chimney or fireplace installers, as of January 1, 1992, to provide you with this Disclosure prior to the installation work being done on your chimney or fireplace. The purpose of this Disclosure is to help you, as a consumer, make an informed decision as to the abilities of the installer and under what requirements the installation must comply. It is important to note that the State of Maine does not require registration or licensure of chimney or fireplace installers; however, it is just as important to realize that many fires are caused each year by improperly constructed fireplaces and chimneys. For further information about this law, call the Division of Licensing & Registration at 624-8629 or write *W the* Division at #35 State House Station, Augusta, Maine 04333.

INSTALLER INFORMATION

Name of Installer Patrick Tracey
D.B.A. _____
Name of Installer (if incorporated) _____
D.B.A. _____
Legal Address 22 State Avenue .. Cape Elizabeth
(Street and No.) (City or Town)
Maine Cumberland 04107
(State) (County) (Zip Code)
Home Telephone 1 767 / 3936 Business Telephone 1 749 / 1036
Years of experience doing fireplace or chimney installations _____

CONSUMER IDENTIFICATION

Consumer's Name Michael Rogers
Mailing Address 440 Forest Avenue Portland
(Street and No.) (City or Town)
Maine Cumberland 04101
(State) (County) (Zip Code)
Home Telephone / / Business Telephone 1 775 / 5600

Installer, please give a brief description of installation being offered.

I will install a two flue chimney and a wood burning fireplace
on the first floor to code.

I, Patrick Tracey, the installer, hereby attest that the preceding information provided is true to the best of my knowledge. I also understand that if I fail to conform with the standards as outlined in NFPA 21 1 that I shall be subject to penalties as outlined under Title 32, Chapter 33, Oil and Solid Fuel Board.

Signature  Date 5/21/04

7700 = 211
 NFA # 31

INSTALLATION STANDARDS

Please check the type of unit(s) that will be installed:

Factory-Built Chimney and Chimney Units.

Factory-built chimney and chimney units shall be listed and shall be installed in accordance with the temperature conditions of the listing and the manufacturer's instructions and all requirements of NFPA 211 for chimneys, fireplaces, vents and solid fuel appliances.

Masonry Chimney.

Masonry chimneys shall be designed, anchored, supported and re-enforced as required by NFPA 211 for chimneys, fireplaces, vents and solid fuel appliances.

Metal Chimney.

Metal chimneys shall be constructed in accordance with NFPA 211, and shall apply good engineering practices as necessary for:

1. Strength to resist stress
2. Adequate anchoring and bracing
3. Durability
4. Security against leakage
5. Allowances for thermal expansion

Factory Built Fireplace.

Factory built fireplaces shall be listed and shall be installed in accordance with the terms of its listing and all applicable sections of NFPA 211.

Masonry Fireplace.

Masonry fireplaces shall meet the requirements of NFPA 211, Chapter 7 and all other pertinent sections.

Other

Please list on separate sheet of paper if making repairs of pre-existing chimneys, such as repair or replacement of chimney liners, etc.

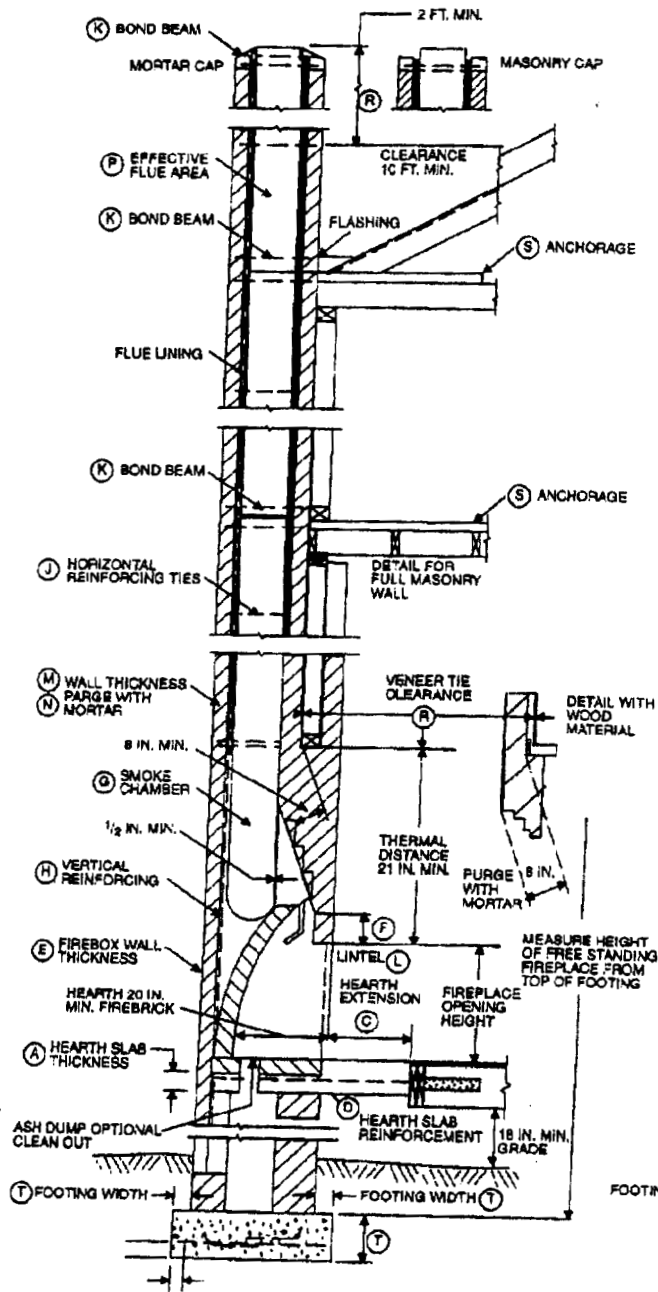
CONSUMER CHECKLIST

1. Have you asked for references to be provided by the installer?
2. Is the installer familiar with the NFPA 211 codes and does the installer carry a code book?
3. If the installation is a pre-fabricated or fireplace, is its manufacturer registered with the Maine Oil & Solid Fuel Bd.
4. Does the installer provide any type of written guarantee for the product installation being proposed?
5. Has the installer provided you with a written contract? 10 M.R.S.A. Chapter 219-A requires written contracts for any home remodeling or construction with an estimated cost in excess of \$1,400.
6. Have you asked the local fire department or code enforcement officials to inspect the installation during and after completion?

TABLE R1003.1

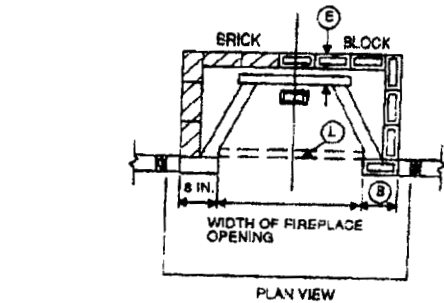
CHIMNEYS AND FIREPLACES

ITEM	LETTER ^a	REQUIREMENTS
Hearth slab thickness	A	4"
Hearth extension (each side of opening)	B	8" fireplace opening < 6 sq. ft. 12" fireplace opening ≥ 6 sq. ft.
Hearth extension (Front of opening)	C	16" fireplace opening < 6 sq. ft. 20" fireplace opening ≥ 6 sq. ft.
Hearth slab reinforcing	D	imposed loads.
Thickness of wall of firebox	E	10" solid brick or 8" where a firebrick lining is used. Joints in firebrick 1/4" max
Distance from top of opening to throat	F	8"
Smoke chamber wall thickness: unlined walls	G	6"
Chimney Vertical reinforcing ^b	H	8"
Horizontal reinforcing	J	Four No. 4 full-length bars for chimney up to 40" wide. Add two No. 4 bars for each
Bond beams	K	1/4" ties at 18" and two ties at each bend in vertical steel.
fireplace lintel	L	Noncombustible material.
Chimney walls with flue lining	M	Solid masonry units or hollow masonry units grouted solid with at least 4 inch nominal thickness.
Walls with unlined flue	N	8" solid masonry.
Effective flue area (based on area of fireplace)	P	See Section R1001.12.
Clearances: Combustible material Mantel and trim Above roof	R	See Sections R1001.15 and R1003.12. See Section R1001.13. 3' at roofline and 2' at 10'.
Anchorage ^b Strap Number Embedment into chimney Fasten to Bolts	S	3/16" x 1" Two Two 1/2" diameter.
Footing Thickness Width	T	12" min. 6" each side of fireplace wall.

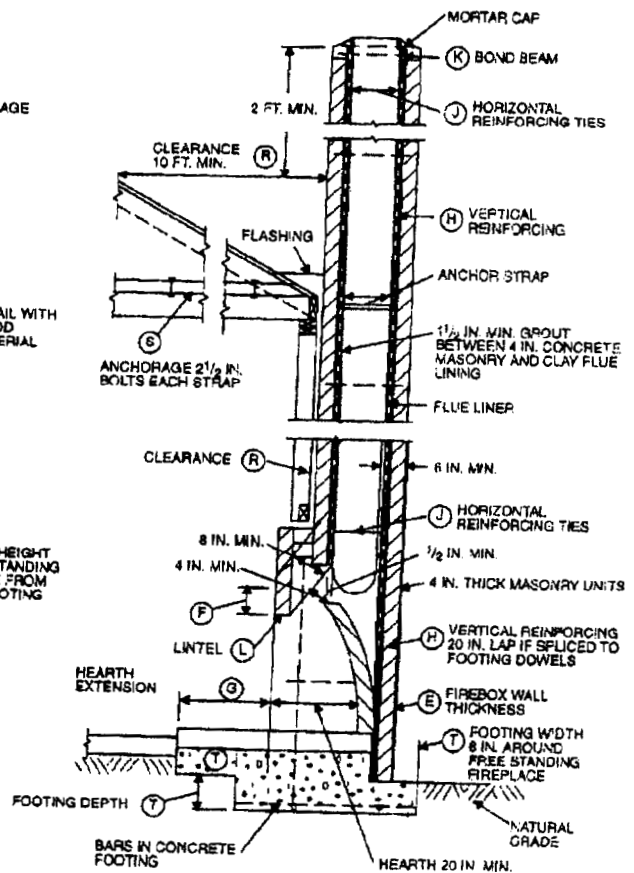


BRICK FIREBOX AND CHIMNEY—
SECTIONAL SIDE VIEW ON WOOD FLOOR

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

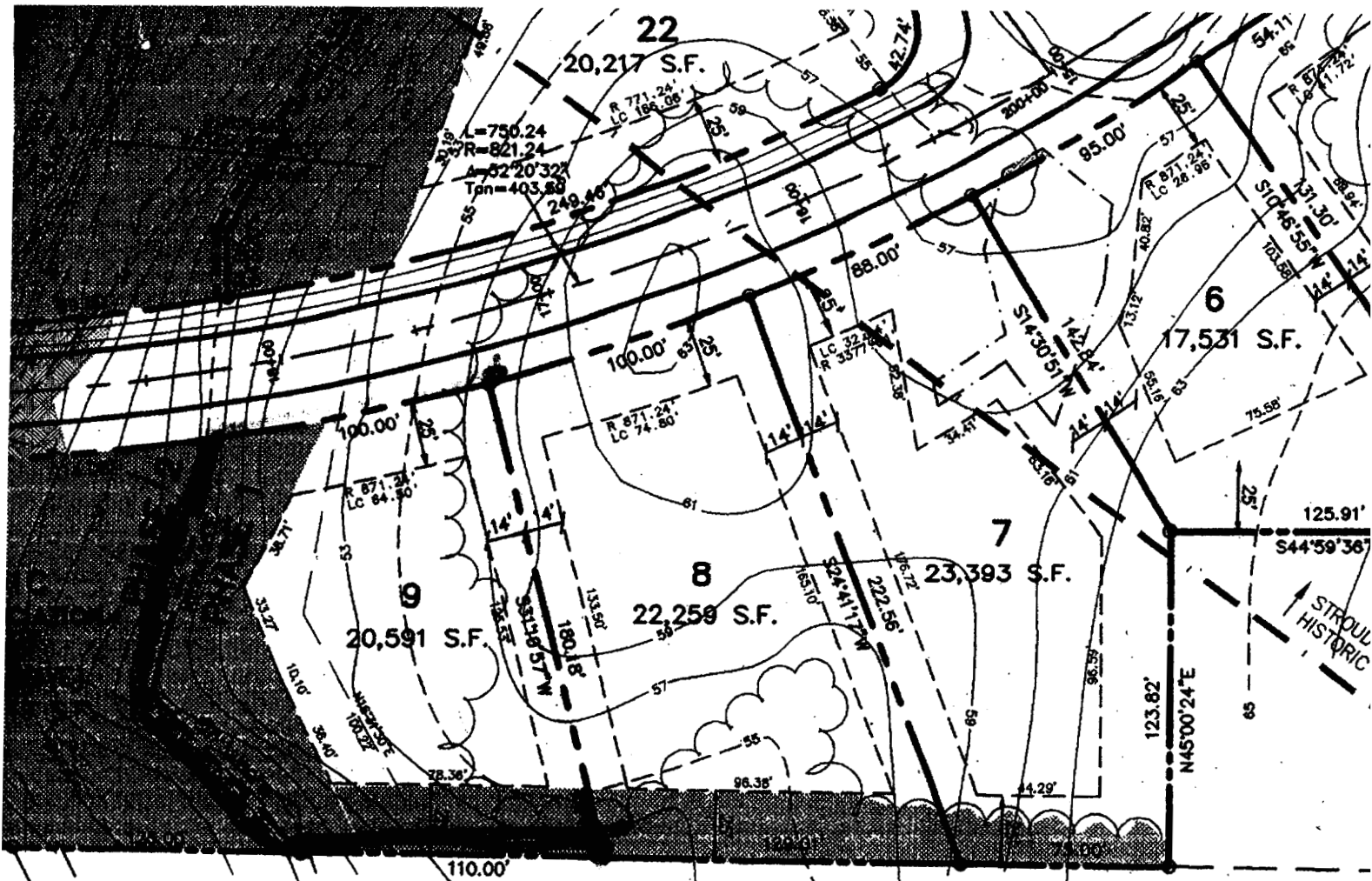


PLAN VIEW



BRICK FIREBOX AND BLOCK CHIMNEY—
SECTIONAL SIDE VIEW ON CONCRETE SLAB

FIGURE R1003.1
FIREPLACE AND CHIMNEY DETAILS



DEPT. OF CONSERVATION
 JUN 4 2001
 RECEIVED

JOSEPH C. PIZZO, JR.
 SHARON A. PIZZO
 3822/272

PLAN REFERENCES

1. BOUNDARY SURVEY - THE GREATER PORTLAND INC. DATED NOVEMBER 1988 PL. 10000-1
2. RIVER'S EDGE AMENDED SUBDIVISION PLAN SP PORTLAND DEVELOPMENT GROUP DATED JUNE 6/21/89] BY KIMBALL CHASE COMPANY, INC.
3. STATE OF MAINE DEPARTMENT OF TRANSPORT STATE AID HIGHWAY NO. 7, FEDERAL AID PRC DATED APRIL 1993 SHEET 3 OF 3, DOT. FILE

CERTIFICATE

THIS RECORDING PLAT IS BASED ON THE BOUNDARY SURVEY REFERENCED IN PLAN REFERENCE 2 AND IS NOT A BOUNDARY SURVEY.

John W. Swan
 JOHN W. SWAN, PLS NO. 4038

DATE: 10-03-01

SITE WERE DELINEATED IN ACCORDANCE WITH MANUAL FOR DELINEATING JURISDICTIONAL WETLANDS. R.

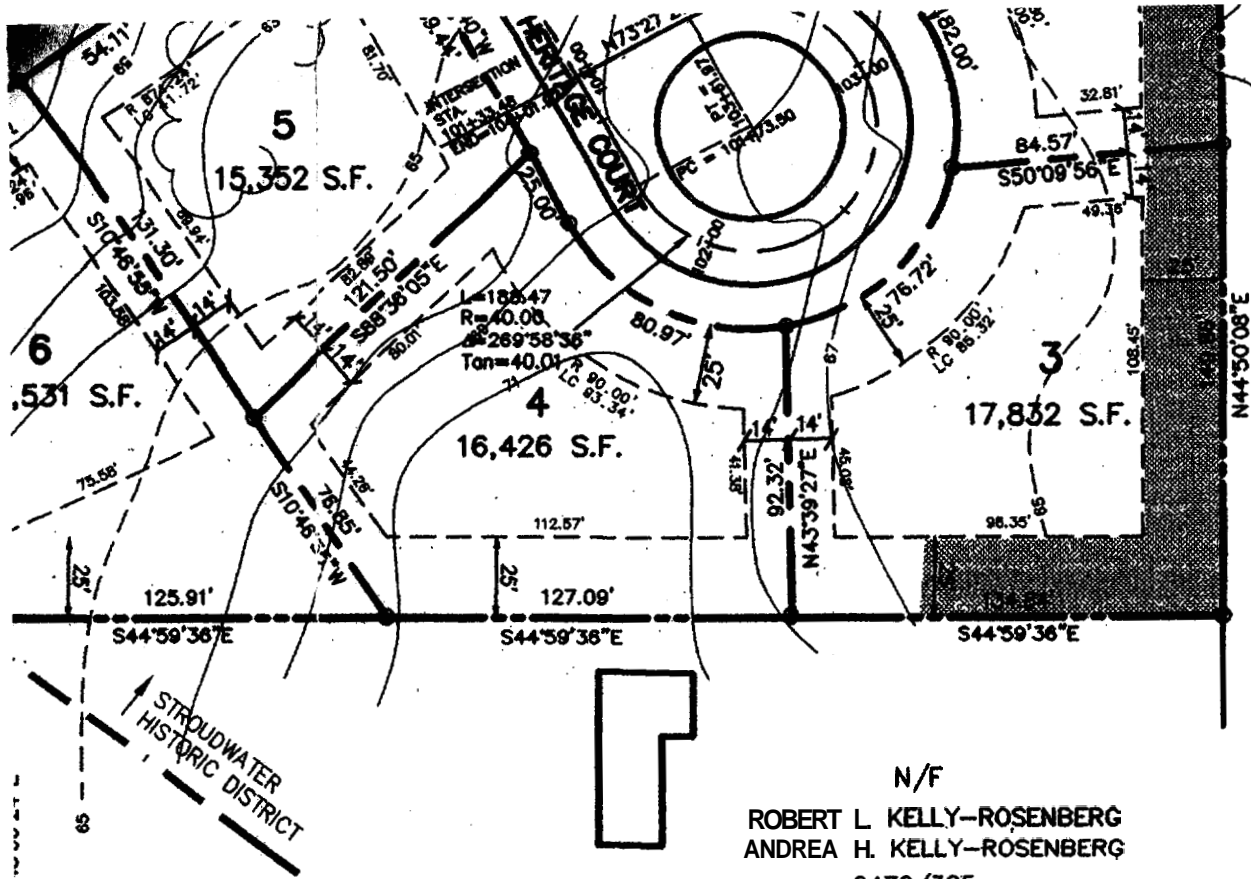
BUFFER ZONES ON INDIVIDUAL LOTS HAVE RESTRICTED COVENANTS.

ACCESSORY USES OR THE CUTTING OF VEGETATION OR GRADING IN THE BUFFER ZONE. THESE AREAS WILL BE LEFT IN THEIR NATURAL STATE, BUT THE LOT OWNERS WILL BE PERMITTED TO CLEAR FOR A 5' WIDE WALKING TRAIL THROUGH THE WOODED AREAS ON RIVER PROPERTY. THIS RESTRICTION SHALL BE SPECIFICALLY SET FORTH IN APPLICABLE DEEDS.

ACTIVE RECREATION LOTS WILL BE LEFT IN THEIR NATURAL STATE WITH THE EXCEPTION THAT THE ACTIVE LOTS INCLUDE CANOE STORAGE RACKS.

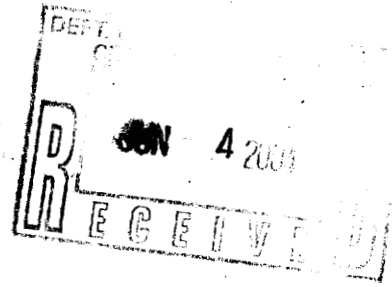
IF THE HISTORIC DISTRICT IS SUBJECT TO REVIEW BY THE LAND HISTORIC PRESERVATION COMMITTEE.





N/F
 ROBERT L KELLY-ROSENBERG
 ANDREA H. KELLY-ROSENBERG
 6470/325

N/F
 THE HOLY SPIRIT ASSOC.
 FOR THE UNIFICATION OF
 WORLD CHRISTIANITY
 6903/75



GREATER PORTLAND DEVELOPMENT GROUP,
 BY KIMBALL CHASE COMPANY, INC.

DIVISION PLAN SPONSORED BY GREATER
 PORTLAND DEVELOPMENT GROUP, INC. UP DATED JUNE 17, 1988, REVISION NO. 3
 COMPANY, INC.

PORTLAND MAP OF TRANSPORTATION RIGHT OF WAY MAP
 FEDERAL AID PROJECT NO. M-NH-0775(14)
 OF 3, D.O.T. FILE NO. E 3-403.

BASED ON THE BOUNDARY SURVEY
 OF 1988 AND IS NOT A STANDARD

REV. 117-09-01 | REVISED LOTS PER MOOT TAKING & PORTLAND TRAIL
FINAL SUBDIVISION PLAN
RIVER'S EDGE
 CONGRESS STREET, PORTLAND, MAINE
 MADE FOR
STROUDWATER FARMS ASSOCIATES
 18 CARROLL STREET, FALMOUTH, MAINE 04105
 (207) 781-2071 AVISE LA FIN



038



Drwn By	JLW	Date	APRIL 10, 2001	Job No.	91070P
Trace By	RWC/JLW	Scale	1" = 60'	Drwg. No.	1
Check By	JWS				
Bk No	FILE				