

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

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING DEPARTMENT

## PERMIT

Permit Number: 040900

PERMIT ISSUED

AUG 04 2004

This is to certify that Robinson Keith S Kw Vet / Contractor of Maine

has permission to Build new residential home

AT 10 Ninth St

338 D00400 CITY OF PORTLAND

provided that the person or persons performing or supervising 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.

Inspection must be obtained and when permit is procured before this building or part thereof is occupied or closed-in. 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 \_\_\_\_\_  
DepartmentName

*[Signature]*  
8/4/04  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

Permit No:	Issue Date:	CBL:
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Location of Construction: 10 Ninth St	Owner Name: Robinson Keith S Kw Vet	Owner Address: 18 Ninth St	Phone: 892-3149
Business Name:	Contractor Name: Custom Build Homes of Maine	Contractor Address: 32 Main Street Windham	Phone: 2078923149
Lessee/Buyer's Name	Home:	Permit Type: Single Family	Zone: R-3
Current Use: Vacant Lot	Proposed Use: 1352 sq ft Single family home	Permit Fee: \$1,131.00	Cost of Work: \$115,000.00
Proposed Project Description: Build new 1352 sq ft single family home		CEO District: 5	
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group: R-3 Type: SB BOCA 1999 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: jodinea	Date Applied For: 06/30/2004	<b>Zoning Approval</b>		
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 N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Panel 7 Zone X <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan #2004-0138 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: 7/20/04	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: _____	

**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

<b>Permit No:</b> 04-0900	<b>Date Applied For:</b> 06/30/2004	<b>CBL:</b> 338 D004001
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<b>Location of Construction:</b> 10 Ninth St	<b>Owner Name:</b> Robinson Keith S Kw Vet	<b>Owner Address:</b> 18 Ninth St	<b>Phone:</b> ( ) 892-3149
<b>Business Name:</b>	<b>Contractor Name:</b> Custom Built Homes of Maine	<b>Contractor Address:</b> Main Street Windham	<b>Phone:</b> (207) 892-3149
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	<b>CITY OF PORTLAND</b>

<b>Proposed Use:</b> 1352 sq ft Single family home	<b>Proposed Project Description:</b> Build new 1352 sq ft single family home
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 07/20/2004  
**Note:** 7/13/04 originally sent to Jeanie on 7/1/04  
7/16/04 I called Ted at Custom built Homes - only bulkhead is on site plan - not showing rear deck & stairs - not showing rt side chimney projection - no front stairs - no rt side stoop & stairs. - On Hold  
7/19/04 I received revised plans which are showing what they want for projections.  
**Ok to Issue:**

- 1) No daylight basement is shown on submitted plans. No daylight basement is allowed with this approval.
- 2) No left side chimney projection is shown on the revised plans. Therefore no left side chimney projection is allowed with this approval
- 3) Separate permits shall be required for future decks, sheds, pools, and/or garages. A 12'x 14'rear deck was shown on the revised plans and is being approved for zoning. The Code Enforcement Officers will need structural plans for this deck.
- 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 revised plans submitted on 7/19/04. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tammy Munson      **Approval Date:** 08/04/2004  
**Note:** 7/29/04 left vm w/Elise K. To call about additional submissions as indicated on the review sheet.      **Ok to Issue:**

- 1) As discussed, either a frost wall must be installed under the garage or frost protection must be installed per the enclosed design.
- 2) The rear deck and side entry porch are NOT approved under this permit. A separate ammendment must be applied for due to inadequate submissions.
- 3) **As** discussed during the review process, ballusters must be spaced with less than a 4" opening between each.
- 4) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 5) Separate permits are required for any electrical, plumbing, or heating.

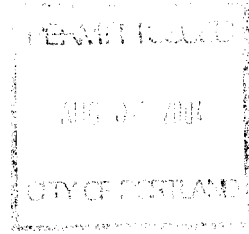
**Dept:** DRC      **Status:** Approved with Conditions      **Reviewer:** Jay Reynolds      **Approval Date:** 07/14/2004  
**Note:**      **Ok to Issue:**

- 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 street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 3) 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.
- 4) Your new street address is now #10 NINTH, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.

<b>Location of Construction:</b> 10Ninth St	<b>Owner Name:</b> Robinson Keith S Kw Vet	<b>Owner Address:</b> 18 Ninth St	<b>Phone:</b> ( ) 892-3149
<b>Business Name:</b>	<b>Contractor Name:</b> Custom Built Homes of Maine	<b>Contractor Address:</b> Main Street Windham	<b>Phone</b> (207) 892-3149
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

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**Comments:**  
7/13/04-jmb: Sent to Marge S. For zoning, originally sent to Jeanie B. On 7/1/04



# RECOMMENDED CONSTRUCTION METHODS AND DETAILS

## UNHEATED BUILDINGS

Additional measures are required when using a **FPSF** on an unheated building. While a drainage layer is only recommended under wing insulation for heated buildings, a 6-inch drainage layer is always required under unheated FPSF designs. Additionally, the horizontal ground insulation extends not only as a wing beyond the perimeter of the building, but continues under the entire unheated portion of the building. This insulation layer can be installed either directly under the slab as shown in Figure 18, or entirely at one level as shown in Figure 19. In either case, the compressive load of the building on the insulation must be determined to compare to the compressive resistance of the foam (see design examples). The horizontal **insulation** must have a minimum of 10 inches of soil cover.

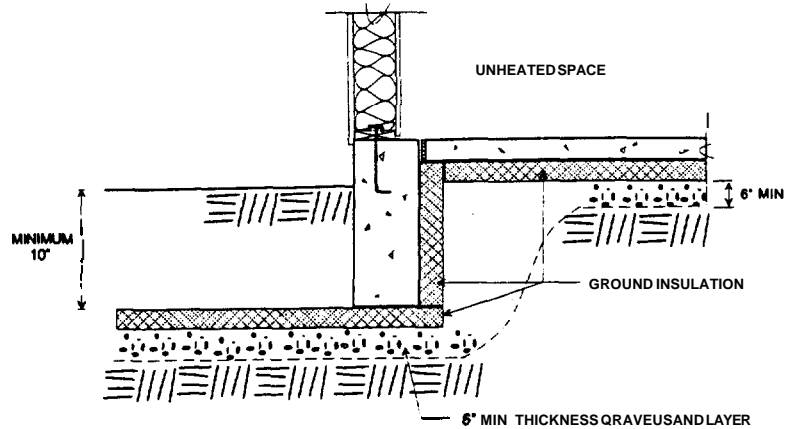


Figure 18. FPSF Design for Unheated Space with Independent Slab and Stem Wall.

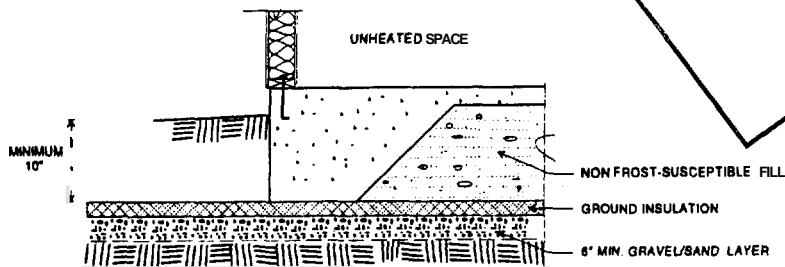


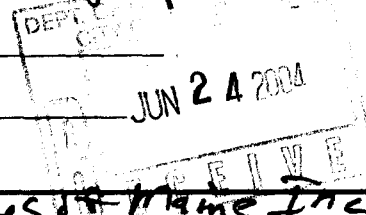
Figure 19. FPSF Design for Unheated Buildings with Insulation in Single Plane.

CITY OF PORTLAND, MAINE  
APPROVED CONSTRUCTION PLANS  
AUG 04 2004  
SUPERSEDES ALL  
PRIOR DATED PLANS

#5

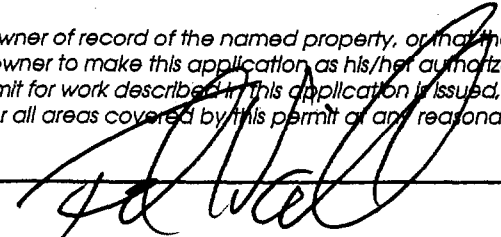
# All Purpose Building Permit Application

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>18 Ninth St.</u>		
Total Square Footage of Proposed Structure <u>1352</u>	Square Footage of Lot <u>9017</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>328</u> Block# <u>D</u> Lot# <u>004</u>	Owner: <u>Custom Built Homes of Maine, Inc. Blue Horse Enterprises LLC</u>	Telephone: <u>842-3149 x105 (TRD)</u> <u>838-1050 (Elise)</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>CBHM, Inc. 35 Main St. Windham ME 04062 (207) 310-0079 Ted</u>	Cost Of Work: \$ <u>115000</u> Fee: \$ <u>1056</u> <u>2837.300 S.H.P.I.</u>
Current use: <u>land</u>	If the location is currently vacant, what was prior use: <u>portion of large parcel</u>	
Approximately how long has it been vacant:	Proposed use: <u>single family dwelling</u>	
Project description:	<div style="text-align: right;">  </div>	
Contractor's name, address & telephone: <u>Custom Built Homes of Maine Inc. 35 Main St, Windham ME 04062</u>		
Who should we contact when the permit is ready: <u>Ted Wandishin 310079 cell</u>		
Mailing address: <u>CBHM Inc. 35 Main St Windham ME 04062</u>		
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:		

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 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: 	Date: <u>6/24/04</u>
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ck # 115

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 4th floor of City Hall

**From:** Jay Reynolds  
**To:** Single Family Signoff  
**Date:** Thu, Jul 15, 2004 4:00 PM  
**Subject:** 10 Ninth St.

Came in as #18, #10 has been assigned, please update BP info.  
I've entered approvals on urban insight.....ok to issue.

Jay Reynolds  
Development Review Coordinator  
City of Portland  
Planning and Development  
(207) 874-8632  
jayjr@portlandmaine.gov

**CC:** Marge Schmuckal

From: Jay Reynolds  
To: Jeanie Bourke; Lannie Dobson; Tammy Munson  
Date: Fri, Jul 16, 2004 8:40 AM  
Subject: Re: 10 Ninth St.

Jim Robbins assigned # 10 on July 7th, 2004.....

>>> Lannie Dobson 07/16/2004 8:36:35 AM >>>

Under property look up it comes up as 10-24 Ninth St. I copied the description below:

**338-D-4 TO 6 339-K-2**  
**NINTH ST 10-24**

>>> Jay Reynolds 7/15/2004 4:00:07 PM >>>

Came in as #18, #10 has been assigned, please update BP info.  
I've entered approvals on urban insight.....ok to issue.

Jay Reynolds  
Development Review Coordinator  
City of Portland  
Planning and Development  
(207) 874-8632  
[javir@portlandmaine.gov](mailto:javir@portlandmaine.gov)

CC: Marge Schmuckal; Mike Nugent





**CITY OF PORTLAND**

May 18, 2004

Mr. Neil Kiely  
Blue Horse Enterprises, LLC

**RE: Connecting Storm and Sanitary Sewer Laterals from new structures at lot next to #18 Ninth Street**

I have enclosed a copy of sketch of proper way to connect storm and sewer laterals to a single sanitary public sewer in the City's **right** of way.

Sincerely,  
**CITY OF PORTLAND**

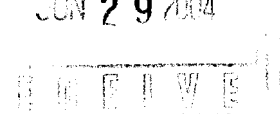
A handwritten signature in black ink that reads "David E. Peterson".

David E. Peterson  
Sr. Wastewater Technician

DEP:jw  
Enclosure

338 - D - 004

JUN 29 2004



Applicant: Custom Built Homes

Date: 7/16/04

Address: 10 North St

C-B-L: 338-D-004

CHECK-LIST AGAINST ZONING ORDINANCE

# 04-0900

Date - New Dev.

Zone Location - R-3

Interior of corner lot -

26' x 26' 24 x 24

Proposed Use/Work - Construct new single family Home with Detached GARAGE

Sewage Disposal - City

12x14 REAR DECK

Lot Street Frontage - 50' req - 90.32' given

revised 7/19/04 plan

Front Yard - 25' req - 25' to ~~front~~ front stairs

Rear Yard - 25' req - ~~31.5'~~ 31.5' to ~~back~~ optional Deck

Side Yard - 14' min req - 15' & 15' shown to property lines from foundation revised 7/26/04

Projections - 2 story not show "optional" rear deck - side stoop stairs - side chimney - front stoop stairs 5x5.5

Width of Lot - 75' req - 90.32' given

new plans received 7/19/04

Height - 35' max 21.5' scaled

Lot Area - 6,500 sq ft - 9,017 sq ft shown

Lot Coverage Impervious Surface - 25% = 2254.25 sq ft max

Area per Family - 6,500 sq ft min

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

Loading Bays - N/A

Site Plan - minor/minor 2004 - 0138

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 7 zone x

No Daylight basement

OK 26x26 = 676  
 24x24 = 576  
 1252  
 10x12 = 120  
 5x7.5 = 37.5  
 2x5 = 10.0  
 5x5.5 = 27.5  
 1447

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

**2004-0138**

Application I. D. Number

Robinson Keith S Kw Vet

Applicant

10 Ninth St, Portland, ME 04103

Applicant's Mailing Address

6/30/2004

Application Date

Single Family Home

Project Name/Description

Consultant/Agent

Agent Ph: \_\_\_\_\_ Agent Fax: \_\_\_\_\_

Applicant or Agent Daytime Telephone, Fax

10 - 10 Ninth St, Portland, Maine

Address of Proposed Site

338 D004001

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

1352 sq ft

Proposed Building square Feet or # of Units \_\_\_\_\_ Acreage of Site \_\_\_\_\_ Zoning \_\_\_\_\_

**Check Review Required:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Site Plan<br>(major/minor)         | <input type="checkbox"/> Subdivision<br># of lots _____ | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                       | <input type="checkbox"/> Shoreland                      | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional<br>Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance                | <input type="checkbox"/> Other _____           |  |

Fees Paid: Site Plan \_\_\_\_\_ Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date \_\_\_\_\_

**Zoning Approval Status:**

Reviewer \_\_\_\_\_

- Approved  Approved w/Conditions See Attached  Denied

Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

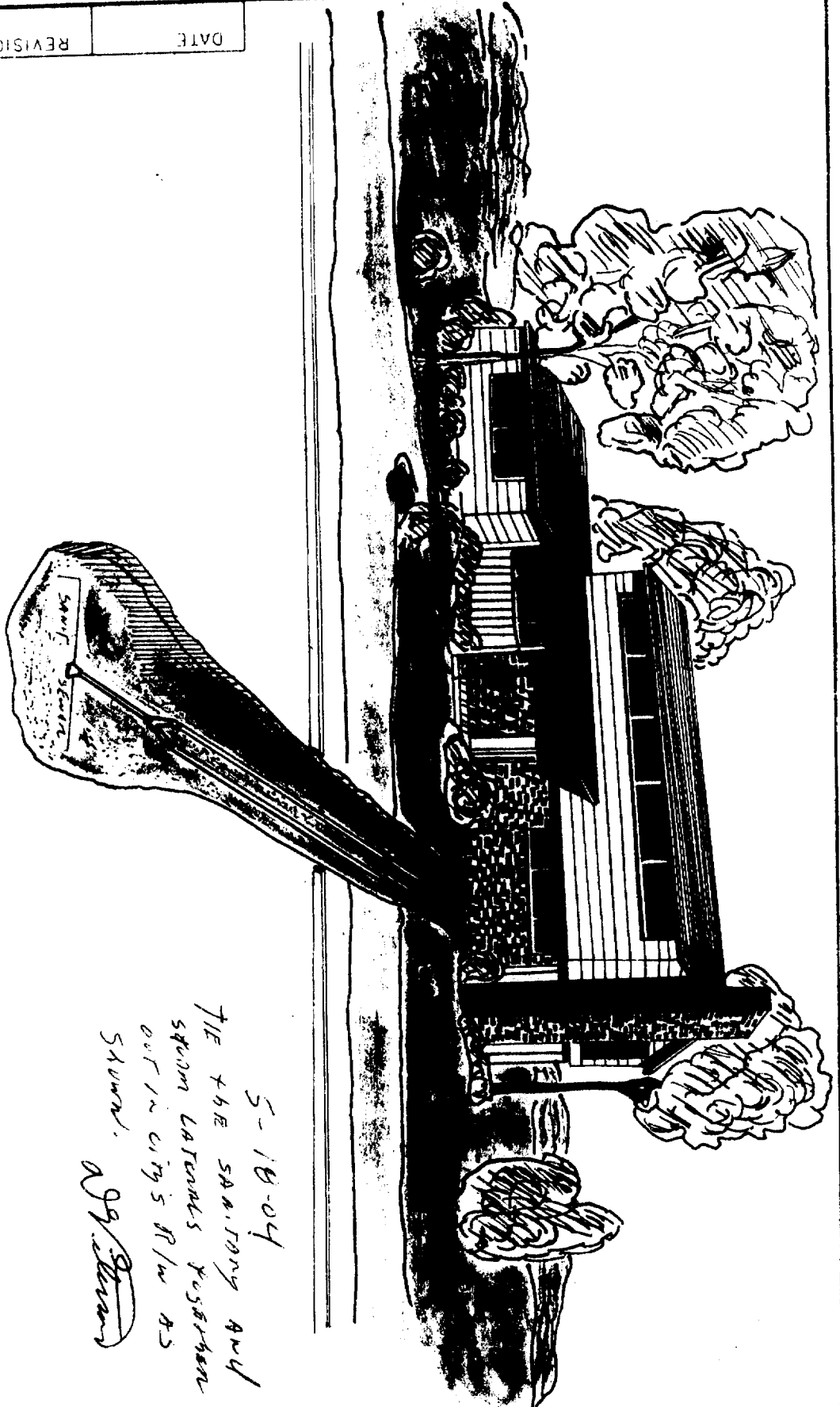
Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

- |   |                            |  |                             |
|---|----------------------------|--|-----------------------------|
| <input type="checkbox"/> Performance Guarantee Accepted     | _____ date _____           | _____ amount _____                                 | _____ expiration date _____ |
| <input type="checkbox"/> Inspection Fee Paid                | _____ date _____           | _____ amount _____                                 | _____ \$ _____              |
| <input type="checkbox"/> Building Permit Issue              | _____ date _____           |  |                             |
| <input type="checkbox"/> Performance Guarantee Reduced      | _____ date _____           | _____ remaining balance _____                      | _____ signature _____       |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ date _____           | <input type="checkbox"/> Conditions (See Attached) | _____ expiration date _____ |
| <input type="checkbox"/> Final Inspection                   | _____ date _____           | _____ signature _____                              |                             |
| <input type="checkbox"/> Certificate Of Occupancy           | _____ date _____           |  |                             |
| <input type="checkbox"/> Performance Guarantee Released     | _____ date _____           | _____ signature _____                              |                             |
| <input type="checkbox"/> Defect Guarantee Submitted         | _____ submitted date _____ | _____ amount _____                                 | _____ expiration date _____ |
| <input type="checkbox"/> Defect Guarantee Released          | _____ date _____           | _____ signature _____                              |                             |

CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC WORKS

DATE  
REVISIONS



5-18-04

THE SARA TONG AND  
STEAM LATHING'S RESTORATION  
OUT IN CITY'S R/W AS  
SHOWN. *John Stevens*

338-D-004

JUN 29 2004

RECEIVED

PURCHASE AND SALE AGREEMENT

May 7, 2004

5/3/04 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement

1. PARTIES: This Agreement is made between Blue Horse Enterprises, LLC and/or Assignee (hereinafter called "Buyer") and Lanni Parker personal Rep (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 26 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 18 Ninth Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) , Page(s) .

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, and electrical fixtures are included with the sale except for the following: n/a

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: All Kitchen appliances Seller represents that such items shall be operational at the time of closing, except:

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of . . . . . PRICE \$ 230,000. of which . . . . . DEPOSITS \$ of which . . . . . DEPOSIT \$ 2,000.00 is included herewith as an earnest money deposit, and an additional amount of, . . . . . DEPOSIT \$ will be paid upon acceptance BALANCE DUE \$ 3,000 Deposit after satisfactory inspections The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. Balance Due \$ 225,000

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

6. EARNEST MONEY/ACCEPTANCE: RE/MAX BY THE BAY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 9, 2004 (date) 5:00 AM X 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.

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 25, 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.

8. 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.

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 for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

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. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall  shall not ) be paid by Buyer (cash price as of date of closing). 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.

12. 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.

13. 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 or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>		Within <u>14</u> days	g. Mold	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Environmental Scan	<input checked="" type="checkbox"/>		Within _____ days	h. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input checked="" type="checkbox"/>		Within _____ days	i. Arsenic Treated Wood	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pool	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days
				m. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days
				n. Other _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days

All inspections will be done by inspectors chosen 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.

14. 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 \$ \_\_\_\_\_

15. FINANCING: This Agreement is  is not  subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a n/a loan of n/a % of the purchase price, at an interest rate not to exceed n/a % and amortized over a period of n/a years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within n/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within n/a 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.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- 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.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward Buyer's pre-pays, points and/or closing costs.
- Buyer's ability to obtain financing is  is not  subject to the sale of another property. See addendum Yes  No .
- Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing 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,

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

David M. Banks of RE/MAX BY THE BAY is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

David M. Banks of RE/MAX BY THE BAY is a  Seller Agent  Buyer Agent  
 Licensee 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.

17. 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.

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. 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.

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: \_\_\_\_\_

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 days prior to closing.

24. 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.

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

26. OTHER CONDITIONS: **Subject to Buyers review and acceptance of Property Survey with 45 days of effective date of the contract. Survey at Buyers expense.**

27. **Subject to Buyers being able to obtain a building permit prior to closing.**

Rev 2004 Page 3 of 4 - P&S Buyer(s) Initials MBK Seller(s) Initials LJP

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.

Buyer's Mailing address is \_\_\_\_\_

BUYER Blue Horse Enterprises, LLC, and or Assigns, N/A SS# OR TAXPAYER ID# \_\_\_\_\_

BUYER [Signature] SS# OR TAXPAYER ID# \_\_\_\_\_

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 \_\_\_\_\_

SELLER [Signature] DATE 5-8-04 SS# OR TAXPAYER ID# 004-65-6467

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



# RE/MAX By The Bay

Direct Office Fax: (207) 553-7290

To: MIKE NUGENT Fax Number: 874-8716

From: Jackie Lessard Total pages incl. cover: \_\_\_\_\_

David Banks Team

Derrick Buckspan (207) 553-7357  
derrickbuckspan@homesinmaine.com

Jennifer Fields (207) 553-7380  
jfields@homesinmaine.com

Jackie Lessard (207) 553-7303  
jlessard@homesinmaine.com

Robin Whitehouse (207) 553-7345  
robinw@homesinmaine.com

<p><b>David Banks</b>  <b>RE/MAX BY THE BAY</b>  <b>970 BAXTER BOULEVARD</b>  <b>PORTLAND, MAINE 04103</b>  <b>207-553-7302</b>  <u><a href="mailto:dbanks@homesinmaine.com">dbanks@homesinmaine.com</a></u></p> <hr/> <p><b>WEBSITE:</b>  <u><a href="http://WWW.HOMESINMAINE.COM">WWW.HOMESINMAINE.COM</a></u></p>
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Message:

Deed 18 Ninth St.  
Portland, ME  
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Gilks  
&  
to  
Robinson  
&  
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U t

KNOW ALL MEN BY THESE PRESENTS,

THAT We, Ella M. Gilks of Beverly, County of Essex and Commonwealth of Massachusetts, Joyce Gilks of Clinton, Ontario, Canada, Gordon Mountain, Jeanette Crawford and Anna Yelle all of Blackville, New Brunswick, Canada, William Downs of New Vineland, County of Franklin and State of Maine, Maud White of Bangor, County of Penobscot and State of Maine, and Gertrude Cook of Milo, County of Piscataquis and State of Maine,

in consideration of one dollar and other valuable consideration paid by Keith S. Robinson and Mary E. Robinson both of Falmouth, County of Cumberland and State of Maine, the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Keith S. Robinson and Mary E. Robinson, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever:

four (4) certain lots or parcels of land with the buildings thereon located in said Portland on the northerly side of Ninth Street and being lots numbered 32, 34, 36, and 38 on a plan of Lenoxville made by John Tilton McClintock dated Nov, 1906 and recorded in Cumberland County Registry of Deeds in Plan Book 11, Page 15. Said lots together measure two hundred (200) feet on said Ninth Street and such extent back one hundred and five and eight one-hundredths (108.08) feet according to said plan and contain together twenty-one thousand, one hundred and sixty (21,160) square feet of land.

Said premises are the same described in deed of Lillian M. Thorne to William Nixon Pratt and Alice Mountain Pratt dated October 3, 1957 and recorded in Cumberland Registry of Deeds in Book 2369, Page 205. The Grantors herein are the devisees under the Will of said Alice Mountain Pratt, the said William Nixon Pratt having predeceased the said Alice Mountain Pratt.

Reference is made to Probate Docket 54137, Estate of Alice Mountain Pratt.

To have and to hold the same, together with all the privileges and appurtenances thereto belonging, to the said Keith S. Robinson and Mary E. Robinson as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

And we do covenant that we shall and will warrant and forever defend the same to the said Grantees, their heirs and assigns, and the survivors of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons claiming by, through or under us.



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IN WITNESS WHEREOF, We, the said Ella M. Gilks, Joyce Gilks, 219  
 Gordon Mountain, Jeannette Crawford, Anna Walls, William Downs,  
 Maud White and Gertrude Cook, and Norman J. Gilks, husband of the  
 said Ella M. Gilks, Lyman M. Gilks, husband of the said Joyce  
 Gilks, John F. Crawford, husband of the said Jeannette Crawford,  
 Donald Wall's, husband of the said Anna Walls, T. Edward White,  
 husband of the said Maud White, Bertha V. Downs, wife of the said  
 William Downs, the said Gordon Mountain and Gertrude Cook being  
 unmarried, joining in this deed as Grantors and relinquishing and  
 conveying their right by descent and all other rights in the above  
 described premises, have hereunto set their hands and seals this  
 fourth day of September in the year of our Lord  
 one thousand nine hundred and fifty-nine.

Signed, Sealed and Delivered in  
 the presence of:

*Margaret L. Colley*  
*Margaret L. Colley*

[Redacted signature area]

[Redacted signature area]

*Hubby Abbott*

*Hubby Abbott*

*William J. Sawyer*  
*William J. Sawyer*

*Ella M. Gilks*

*Norman J. Gilks*

*Joyce Gilks*

*Lyman M. Gilks*

*Jeannette Crawford*

*John F. Crawford*

*Anna Walls*

*William Downs*

*Gordon Mountain*

*William Downs*

*Bertha V. Downs*

*Maud E. White*

*T. Edward White*

*Gertrude M. Cook*

Winnipeg, Esser  
 STATE OF MAINE, Cumberland, ss. September 4, 1959

Personally appeared the above named Ella M. Gilks

and acknowledged the foregoing instrument to

me, not her deed.

Before me,



*Margaret L. Colley*  
 Notary Public

CUMBERLAND, ss. STATE OF MAINE REGISTRY OF DEEDS  
 Received at 11:24 AM on NOV 3, 1959 and recorded in  
 Book 2510 Page 219  
*David P. Taylor* Register

UNHEATED BUILDINGS

Additional measures are required when using a FPSF on an unheated building. While a drainage layer is only recommended under wing insulation for heated buildings, a 6-inch drainage layer is always required under unheated FPSF designs. Additionally, the horizontal ground insulation extends not only as a wing beyond the perimeter of the building, but continues under the entire unheated portion of the building. This insulation layer can be installed either directly under the slab as shown in Figure 18, or entirely at one level as shown in Figure 19. In either case, the compressive load of the building on the insulation must be determined to compare to the compressive resistance of the foam (see design examples). The horizontal insulation must have a minimum of 10 inches of soil cover.

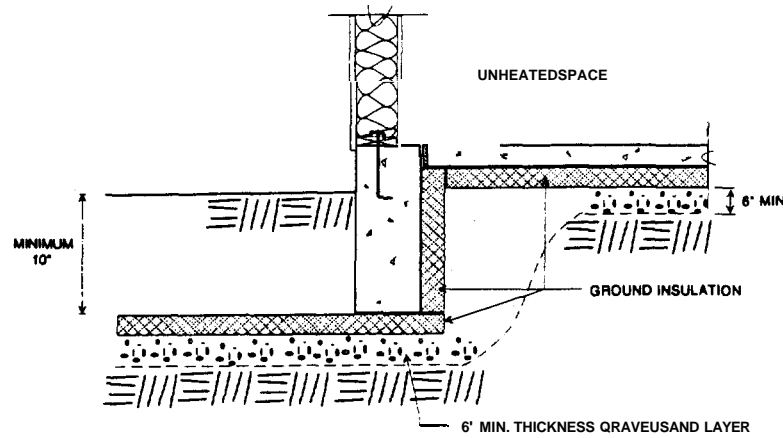


Figure 18. FPSF Design for Unheated Space with Independent Slab and Stem Wall.

CITY OF PORTLAND, MAINE  
APPROVED CONSTRUCTION PLANS  
AUG 04 2004  
SUPERSEDES ALL  
PRIOR DATED PLANS

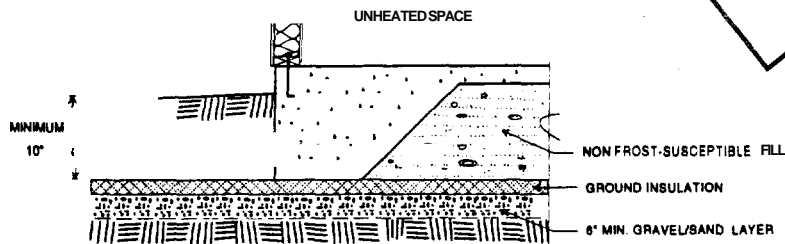


Figure 19. FPSF Design for Unheated Buildings with Insulation in Single Plane.

2 5'0" Lx/Dn 3-2x8 OK

Elevator Shafts	40" <sup>max</sup> 3-2x6 72" max 3-2x8	OK
Type of Heating System	boiler / chimney oil	OK
Stairs	5	
Number of Stairways	2	
Interior	3	
Exterior		
Treads and Risers (Section 314)	10" t-min 7 3/4" R. max	Winders spec. OK
Width	3'6" scale d	Shows 8 1/4" floor
Headroom	6'8"	
Guardrails and Handrails (Section 315)	? Shows 42"	OK
Smoke Detectors Location and type/Interconnected	? OK	
Plan Reviewer Signature		

See Chimney Summary Checklist

No Exterior stair detail / Landings ~~\*~~ (conditioned - need amendment ~~\*~~)  
 No Decks shown - ~~\*~~  
 Garage Slab Frost Protection - Discussed - enclosed Rigid ins. design. ~~\*~~

\* Required only in Seismic Zones 3 and 4.

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 square foot = 0.0929 m<sup>2</sup>, 1 degree = 0.01745 rad.

ITEM	LETTER	REQUIREMENTS
Hearth and hearth extension thickness	A	4-inch minimum thickness for hearth. 1003.9.1
Hearth extension (each side of opening)	B	8 inches for fireplace opening less than 6 square feet. 12 inches for fireplace opening greater than or equal to 6 square feet. 1003.10
Hearth extension (front of opening)	C	16 inches for fireplace opening less than 6 square feet. 20 inches for fireplace opening greater than or equal to 6 square feet. 1003.10
Hearth and hearth extension reinforcing	D	Reinforced to carry its own weight and all imposed loads. 1003.9
Firebox dimensions	E	20-inch minimum firebox depth. 12-inch minimum firebox depth for Rumford fireplaces. 1003.11
Thickness of wall of firebox	F	10 inches solid masonry or 8 inches where firebrick lining is used. 1003.5
Distance from top of opening to throat	G	8 inches minimum. 1003.7
Smoke chamber	H	6 inches lined; 8 inches unlined. Not taller than opening width; walls not inclined more than 45 degrees from vertical for prefabricated smoke chamber linings or 30 degrees from vertical for corbeled masonry. Four No. 4 full-length bars for chimney up to 40 inches wide. Add two additional bars for each additional 40 inches or fraction of width, or for each additional flue. 1003.8.1
Chimney vertical reinforcing*	I	Four No. 4 full-length bars for chimney up to 40 inches wide. Add two additional bars for each additional 40 inches or fraction of width, or for each additional flue. 1003.3.1
Chimney horizontal reinforcing*	J	1/4-inch ties at each 18 inches, and two ties at each bend in vertical steel. 1003.3.2
Fireplace lintel	K	Noncombustible material with 4-inch load-bearing length of each side of opening. 1003.7
Chimney walls with flue lining	L	4-inch-thick solid masonry with liner. 1/2-inch grout or airspace between liner and wall. 1001.9
Effective flue area (based on area of fireplace opening and chimney)	M	See Section 1001.12. 1001.12
Clearances	N	2 inches interior, 1 inch exterior. 2 inches front, back or sides. 6 inches from opening. 3 feet above roof penetration, 2 feet above part of structure within 10 feet above roof. 1001.15 1003.12 1003.13 1001.6
Anchorage*	O	3/16 inch by 1 inch. Two. 12 inches hooked around outer bar with 6-inch extension. Four joists. Two 1/2-inch diameter. 1003.4
Footings	P	12-inch minimum. 6 inches each side of fireplace wall. 1003.2
Thickness		
Width		

TABLE 1003.1 SUMMARY OF REQUIREMENTS FOR MASONRY FIREPLACES AND CHIMNEYS

NOTE: This table provides a summary of major requirements for the construction of masonry chimneys and fireplaces. Letter references are to Figure 1003.1, which shows examples of typical construction. This table does not cover all requirements, nor does it cover all aspects of the indicated requirements. For the actual mandatory requirements of the code, see the indicated section of text.

10 North St  
 338-D-4      A 04-0900

*Handwritten initials/signature*

Soil type/Presumptive Load Value (Table 401.4.1)	Component	Plan Reviewer	Inspection/Date/Findings
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	2500 psf. 8" x 16" Footing	<i>Handwritten initials</i>	OK
Foundation Drainage Dampproofing (Section 406)	4" dia Perf drains Asphalt	<i>Handwritten initials</i>	? Filter - OK - <i>noted on cross section</i>
Ventilation (Section 409.1) Crawls Space ONLY	3 windows	<i>Handwritten initials</i>	OK
AnchorBolts/Straps (Section 403.1.4)	6' O.C. 1' corners	<i>Handwritten initials</i>	OK
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	3 1/2" steel > 4' x 2' x 12" pads	<i>Handwritten initials</i>	OK
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	3 - 2x12 6'6"	<i>Handwritten initials</i>	OK
Sill/Band Joist Type & Dimensions	2x10 2x6 PT plate	<i>Handwritten initials</i>	OK
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.1(1))	2x10 16 O.C.	<i>Handwritten initials</i>	OK
Second Floor Joist Species Dimensions and Spacing Table 503.3.1(1) & Table 503.3.2(1))	2x10 16 O.C.	<i>Handwritten initials</i>	OK

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	2x4 Engineered Trusses 24" o.c.	OK
Roof Rafter: Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	5:12	OK
Sheathing: Floor, Wall and roof (Table 503.2.1(1))	3/4 OSB + 7/16 OSB, 5/8 OSB w/ clips	OK
Pastener Schedule (Table 602.3(1) & (2))	?	OK - Per BSA 8/4/04
<b>Private Garage</b>		
Section 309 and Section 407 1999 BOCA) Living Space? (Above or beside)		OK
Fire separation		N/A
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)		N/A
Egress Windows (Section 310)	36 60	OK
Roof Covering (Chapter 9)	Fiberglass	OK
Safety Glazing (Section 308)	2nd Fl Temp	OK
Attic Access (BOCA 1211.1)	22x34 Hall	OK
Roof Framing around chimney	?	OK - 8/4/04 - noted.

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