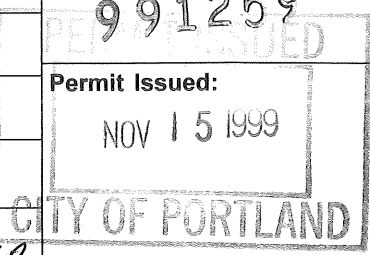


**City of Portland, Maine – Building or Use Permit Application** 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 21 Arlington Street 3rd Fl 04101		Owner: Gary Casselman		Phone: 780-0267		Permit No: <b>991259</b>	
Owner Address: 21 Arlington St. Portland, ME 04101		Lessee/Buyer's Name: **Gregg Ferguson 13 Hastings St. Portland, ME 04102		Phone: 04102		Business Name:	
Contractor Name: Self		Address: Elizabeth Yarnet SAA		Phone: SAA		Permit Issued: NOV 15 1999	
Past Use: Multi-Family <i>2 units</i>		Proposed Use: Same <i>2 units</i>		COST OF WORK: \$ 10,000		PERMIT FEE: \$ 84.00	
Proposed Project Description: Use atticspace to add more living area to 2nd floor apt. Adding 1 bedroom, 1 laundry room, 1 full bathroom. Replace 3 existing windows and adding 2 closets.				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group A, 2 Type: 5B 19002-96	
				Signature:		Signature: <i>Huffman</i>	
Permit Taken By: KA				Date Applied For: 11-8-99			
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied				Signature: _____ Date: _____			
				Zoning Approval: <i>2 units</i>			
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..				Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>			
				Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied			
***Send To: Gregg Ferguson Elizabeth Yarnet 13 Hastings street Portland, ME 04102				Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review			
				Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied			
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 provisions of the code(s) applicable to such permit				Date: <i>NA</i>			
				SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____			
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____				PERMIT ISSUED WITH REQUIREMENTS			



2

COMMENTS

11/16/99 Pre con on site - went over all req. w/new owner.

9/11/00 Customer Cancelled 9/11/00 not Doing work  
Refunded money - Sited  $\text{\textcircled{R}}$

Inspection Record		Date
Type		
Foundation:	_____	_____
Framing:	_____	_____
Plumbing:	_____	_____
Final:	_____	_____
Other:	_____	_____

BUILDING PERMIT REPORT

DATE: 10 Nov. 99 ADDRESS: 21 Arlington St. CBL: 125-N-022

REASON FOR PERMIT: Interior renovation attic to living space for 2nd floor app

BUILDING OWNER: Gary Casselman

PERMIT APPLICANT: CONTRACTOR OWNER

USE GROUP: R-2 CONSTRUCTION TYPE: 5B CONSTRUCTION COST: \$10,000 PERMIT FEES: \$84.00

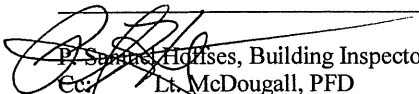
The City's Adopted Building Code (The BOCA National Building code/1996 with City Amendments)  
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: \*1, \*11, \*12, \*13, \*14, \*15, \*16, \*17, \*19, \*27, \*29, \*30, \*31, \*32, \*34, \*36, \*37, \*38

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- 2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
- 3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
- 5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
- 6. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1.2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
- 9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- 11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A,B,H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38"). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
- 12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
- 15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
- 16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
- 17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
- 18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

- \*19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
  - In the immediate vicinity of bedrooms
  - In all bedrooms
  - In each story within a dwelling unit, including basements
- 20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
- 21. The Fire Alarm System shall maintained to NFPA #72 Standard.
- 22. The Sprinkler System shall maintained to NFPA #13 Standard.
- 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
- 24. Section 25 – 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
- 26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
- \*27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 28. All requirements must be met before a final Certificate of Occupancy is issued.
- \*29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
- \*30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 31. Please read and implement the attached Land Use Zoning report requirements. *- see attached*
- \*32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
- 33. Bridging shall comply with Section 2305.16.
- \*34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2405.0)
- 35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1996).
- # 36. Clearances between masonry chimney and combustible shall be 2".
- \* 37. Clothes dryer shall be exhausted in accordance with manufacture's instructions. Vent material galvanized steel or aluminum.
- \* 38. The Floor Framing system shall be checked to make sure it is capable of carrying a live load of 30 PSF (Sleep area).

  
 P. Santos, Building Inspector  
 Lt. McDougall, PFD  
 Marge Schmuckal, Zoning Administrator

PSH 10/25/99

**\*\*On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

LAND USE - ZONING REPORT

ADDRESS: 21 Arlington St DATE: 11/12/99

REASON FOR PERMIT: interior renovations

BUILDING OWNER: Gary Casselman C-B-L: 125-N-22

PERMIT APPLICANT: Gregg Ferguson (prospective owner)

APPROVED: with conditions DENIED: \_\_\_\_\_

#1, #7, #10

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing \_\_\_\_\_ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on \_\_\_\_\_ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the \_\_\_\_\_ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of two units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc.
11. Other requirements of condition \_\_\_\_\_

Marge Schmuckal

Marge Schmuckal, Zoning Administrator

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED**

**Building or Use Permit Pre-Application  
Attached Single Family Dwellings/Two-Family Dwelling  
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

**NOTE\*\*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 (include Portion of Building): <u>21 Arlington Street 3<sup>rd</sup> floor 04101</u>		
Total Square Footage of <sup>Existing</sup> Structure To be Renuled: <u>735 sq. ft</u> Square Footage of Lot		
Tax Assessor's Chart, Block & Lot Number Chart# <u>125</u> Block# <u>N</u> Lot# <u>022</u>	Owner: <u>Gary A. Casselman</u>	Telephone#: <u>780-0267</u>
Owner's Address: <u>21 Arlington Street Portland ME 04101</u>	Lessee/Buyer's Name (If Applicable) <u>Gregg Ferguson Elizabeth YANNET</u>	Cost Of Work: <u>\$ 10,000</u> Fee <u>\$ 84.00</u> <u>PLUS 100.00</u>
Proposed Project Description: (Please be as specific as possible) <u>Use attic space to add more living area to 2<sup>nd</sup> floor apartment. Adding 1 bedroom, 1 Laundry room, and 1 full bathroom. Replacing 3 existing windows and adding 2 closets.</u>		
Contractor's Name, Address & Telephone <u>Self</u>		Rec'd By <u>(P)</u>
Current Use: <u>Attic</u>	Proposed Use: <u>Living space, Laundry room, Bathroom</u>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

**4) Building Plans**

**Unless exempted by State Law, construction documents must be designed by a registered design professional.**

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

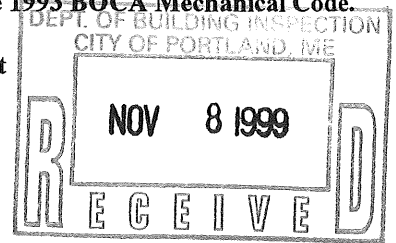
**Certification**

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/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: <u>Gregg Ferguson</u>	Date: <u>11/8/99</u>
---	----------------------

Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum



M/F

Late fee

Inspection Services  
Michael J. Nugent  
Manager



Department of Urban Development  
Joseph E. Gray, Jr.  
Director

**CITY OF PORTLAND**

*congratulations !!!!!*

**Building or Use Permit Application  
Attached Single Family Dwellings/Two-Family Dwelling  
Multi-Family or Commercial Structures and Additions Thereto**

As an applicant for a building permit, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read **ALL** of the information and if you need any further assistance please call 874-8703 or 874-8693.

**Minor or Major site plan review will be required for the most of the above proposed projects.**

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

Location of Construction: 21 Arlington Street 3rd Fl 04101		Owner: Gary Casselman		Phone: 780-0267		Permit No: <b>991259</b>	
Owner Address: 21 Arlington St. Ptldn, ME 04101		Lessee/Buyer's Name: **Gregg Ferguson 13 Hastings St. Ptld, ME		Phone: 04102		BusinessName: 04102	
Contractor Name: Self		Address: Elizabeth Yannet SAA		Phone: SAA		Permit Issued: <b>NOV 15 1999</b>	
Past Use: Multi-Family		Proposed Use: Same		COST OF WORK: \$ 10,000		PERMIT FEE: \$ 84.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
Proposed Project Description: Use attic space to add more living area to 2nd floor apt. Adding 1 bedroom, 1 laundry room, 1 full bathroom. Replace 3 existing windows and adding 2 closets.				Signature:		Signature:	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		Zone: CBL: 125-N-022	
Permit Taken By: KA		Date Applied For: 11-8-99		Signature:		Date:	

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..

\*\*\*Send To: Gregg Ferguson  
Elizabeth Yannet  
13 Hastings street  
Portland, ME 04102

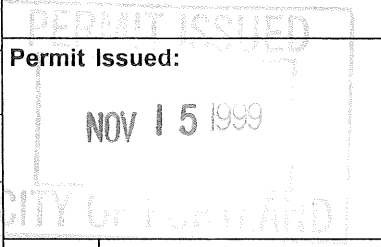
*9/16/99 Pre con on site*

**CERTIFICATION**

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 provisions of the code(s) applicable to such permit

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

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector



Zoning Approval:

**Special Zone or Reviews:**

Shoreland  
 Wetland  
 Flood Zone  
 Subdivision  
 Site Plan maj  minor  mm

**Zoning Appeal**

Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

**Historic Preservation**

Not in District or Landmark  
 Does Not Require Review  
 Requires Review

**Action:**

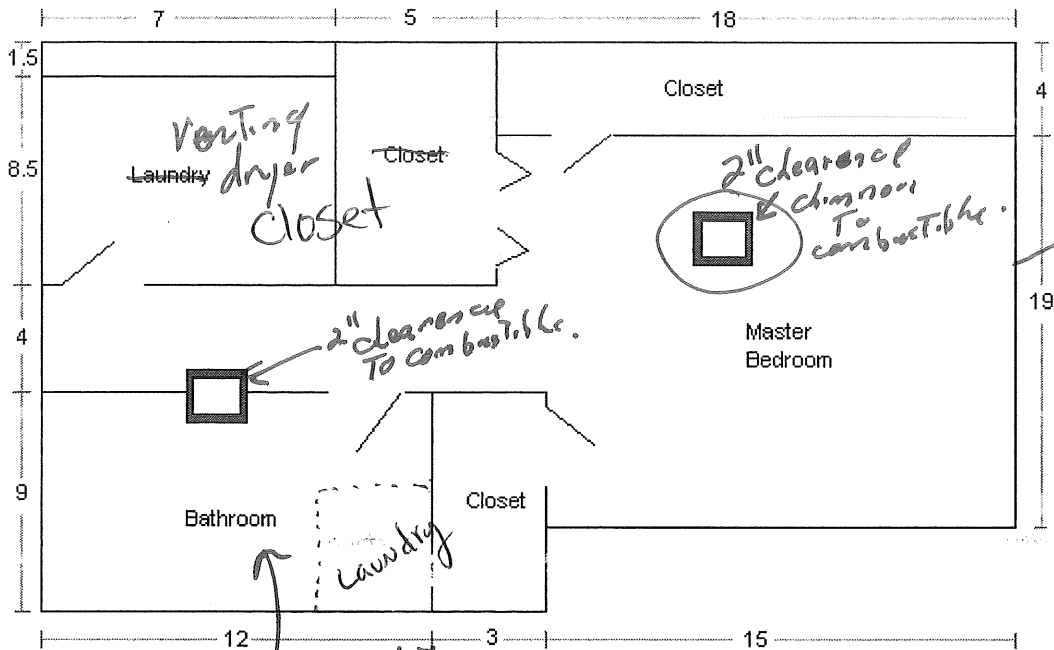
Approved  
 Approved with Conditions  
 Denied

Date: \_\_\_\_\_

CEO DISTRICT  ub 2



Proposed 3rd Floor



venting  
dryer  
closet

Closet

2" clearance  
& chimney  
to combustible.

Master  
Bedroom

2" clearance  
to combustible.

Bathroom

Laundry

Closet

ventilation.

~~at least 2"~~  
~~clearance~~

one  
egress  
window?

8K13228PG253

**042324 WARRANTY DEED**  
**Maine Statutory Short Form**

**KNOW ALL PERSONS BY THESE PRESENTS, That**

Lynda L. Sudlow  
of Portland, County of Cumberland, State of Maine.

for consideration paid, grant to Gary A. Caselman

Portland, County of Cumberland, State of Maine.

whose mailing address is 39 Morning Street, Apt. 6, Portland, Maine 04101

with warranty covenants, the land is Portland, County of Cumberland, and State of Maine.

described on the attached EXHIBIT A.

MAINE REAL ESTATE TAXABLE

**WITNESS** our/my hand(s) and seal(s) this 31st day of July, 1997.

*Signed, Sealed and Delivered in presence of:*

*Jennifer W. Laine*

*Lynda L. Sudlow*  
Lynda L. Sudlow

STATE OF MAINE

July 31, 1997

COUNTY OF Cumberland

Then personally appeared the above named Lynda L. Sudlow and acknowledged the foregoing instrument to be his/hers/their free act and deed.

Before me,

*Jennifer W. Laine*

Notary Public

Printed

Name: *Jennifer W. Laine*

My Commission Expires:

*2/23/2000*

BK 13228PG254

**Exhibit A - Property Description**

A certain lot or parcel of land, with the buildings thereon, situated on the northwesterly side of Arlington Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northwesterly sideline of Arlington Street at the southerly corner of land conveyed by Herman C. Day to Tapping S. Reeve, et al by deed dated December 15, 1931 and recorded in the Cumberland County Registry of Deeds in Book 2067, Page 360; thence southwesterly by the northwesterly sideline of Arlington Street, fifty (50) feet to the easterly corner of land conveyed by Foster Corporation to Anna R. Woolf by deed dated March 31, 1920 and recorded in said Registry of Deeds in Book 1040, Page 178; thence northwesterly at right angles with Arlington Street and by said Woolf land one hundred thirty-eight and five tenths (138.5) feet, more or less, to the southerly sideline of land conveyed by Margaret Stebbins to Alice M. Webb by deed dated August 1, 1949 and recorded in said Registry of Deeds; thence easterly by said Webb land and by land of Ysidora R. Plummer, et al, sixty-one (61) feet, more or less, to the westerly corner of said Reeve land; thence southeasterly by said Reeve land, one hundred three (103) feet, more or less, to the point of beginning.

Subject to any restrictions or easements of record, if any.

Being the same premises conveyed to the Grantor herein by deed of F. Robert Wilson et al dated July 15, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9617, Page 139.

RECEIVED  
RECORDED REGISTRY OF DEEDS

1991 AUG -1 AM 10:49

CUMBERLAND COUNTY

John B. O'Brien



HARRDEN  
BEECHER

301 FORESIDE ROAD  
FALMOUTH, ME 04105  
(207) 781-2216  
JUNCTION ROUTES 9 & 35  
POST OFFICE BOX 799  
KENNERBUNKPORT ME 04046  
(207) 967-9900

1065 BROADWAY  
SOUTH PORTLAND, ME 04106  
(207) 799-1501  
778 ROOSEVELT TRAIL  
RTE. 302, DON RICH PLAZA  
WINDHAM, ME 04082  
(207) 892-1600

Page 1 of 3  
Initials: Buyer *[initials]*  
Seller *[initials]*

PURCHASE AND SALE AGREEMENT

1. PARTIES. This agreement is made this 24 day of OCTOBER 1999 between GREGG BRYANT FERGUSON AND ELIZABETH JANE YANNET hereinafter called BUYER, of PORTLAND MAINE hereinafter called SELLER, and GARY A. CASSELMAN hereinafter called SELLER, of PORTLAND MAINE

2. DESCRIPTION. Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYER agrees to buy the following described premises: A TWO UNIT APARTMENT BUILDING AND SHED LOCATED AT 21 ARLINGTON ST PORTLAND and recorded in the CUMBERLAND County Registry of Deeds in Book 13228, Page 253 being all the property owned by SELLER at this address.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as part of said premises are all buildings, structures, improvements and fixtures located in or on the premises belonging to SELLER and used in connection therewith including, if any, in "as is" condition, all electrical fixtures, blinds, curtain rods, window shades, wall-to-wall carpeting, screen and storm windows and doors. Items to be transferred to BUYER in "as is" condition and not considered part of the real estate are: (if none, state "none") 2 STOVES, 2 REFRIGERATORS, 2ND FLOOR MANTEL, DISHWASHERS, WASHER AND DRYER ON 3RD FLOOR

Items not included in the sale are as follows: (if none, state "none")  
NONE

4. CONSIDERATION. For such Deed and conveyance BUYER is to pay the sum of... of which... has been paid this day as an earnest money deposit and... is to be paid in cash, or by certified or bank check, upon delivery of the Deed.

PRICE \$ 174,900 AC  
DEPOSIT \$ 5,000.00 AC  
BALANCE DUE \$ 169,900 AC  
(date) 5:00 PM ; and, in 169,900 AC

5. TITLE. Said premises are to be conveyed by a good and sufficient WARRANTY Deed from SELLER, conveying a good, clear record and marketable title to the same, free from all encumbrances, except:

- a. Usual public utilities servicing the premises, if any;
- b. Such taxes for the current year as are not due and payable on the date of delivery of the Deed;
- c. Restrictions and easements of record, if any, which do not materially affect the value or intended use (single family and/or 2 UNIT) of the premises

However, should the title prove defective, then SELLER shall have a reasonable time (not to exceed 30 days, unless otherwise agreed to in writing) after written notice of such defects to remedy the title; after which time, if such defects are not corrected so that there is a merchantable title, then BUYER may, at BUYER'S option, withdraw said deposit and be relieved from all obligations thereunder.

6. PERFORMANCE. The Deed is to be delivered and the consideration paid at a mutually agreeable place on or before DECEMBER 9 1999 at 2:00 PM To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; and all instruments so procured to clear the title shall be recorded prior to or simultaneously with the delivery of the Deed.

7. POSSESSION. Full possession of the premises, free of all tenants and occupants, except the tenants as provided herein, is to be delivered to BUYER at the time of delivery of the Deed, the said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. SELLER also agrees that the premises will be delivered to the BUYER in "broomclean" condition. BUYER shall have the right to inspect the premises for compliance with this paragraph 24 hours prior to the delivery of the Deed.

8. MORTGAGE FINANCING. This agreement is contingent on Buyer's ability to obtain a CONVENTIONAL mortgage loan commitment of 30 % of the purchase price, at an interest rate not to exceed PREV % and amortized over a period of not more than 30 years. BUYER agrees to apply for said mortgage loan within 7 days and provide a written statement within 15 days of the effective date of this agreement that BUYER has made application and based on the information provided, subject to verification, is qualified for the loan requested. BUYER is to make every effort to obtain said mortgage loan commitment on or before the date hereinafter set forth. If said written statement is not received within 15 days SELLER may, at SELLER'S option, cancel this agreement. In the event the BUYER is unable to obtain a commitment for said mortgage loan on or before the date hereinafter set forth, BUYER shall so advise the Broker in writing and this Agreement shall become null and void, and all payments made hereunder shall be refunded, and all obligations to each other shall cease. If such written notice is not received on or before the expiration date hereinafter specified, BUYER shall be bound to perform BUYER'S obligation under this Agreement. It is agreed that the time granted for obtaining a mortgage loan commitment shall expire on NOVEMBER 30, 1999 1 points which may be required by the lender for such mortgage. SELLER agrees to pay up to

Initials: Buyer BJ  
Seller AC

9. RIGHT TO INSPECT. BUYER is encouraged to seek information from professionals regarding any specific issues or concerns. BUYER acknowledges receipt of disclosure form attached hereto. This agreement is subject to the following inspections, with results being satisfactory to BUYER:

Type of Inspection	Yes	No	Type of Inspection	Yes	No
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. Lead Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Waste Water Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. Undergrnd Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Radon (air and/or water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Private Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	j	<input type="checkbox"/>	<input type="checkbox"/>

All inspections will be done by inspectors chosen and paid for by BUYER. If the result of the inspection is unsatisfactory to BUYER, BUYER may declare the contract null and void by notifying SELLER in writing with a copy of the written inspection report within the specified number of days, and any earnest money deposit shall be returned to BUYER. 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 the inspection(s) mentioned above, BUYER is relying completely on BUYER'S own opinion as to the condition of the property and hereby releases Broker and SELLER from any and all liability.

10. CASUALTY LOSS. In case of any damage to the premises by fire or other casualty and unless the premises shall previously have been restored to its former condition by SELLER, BUYER may, at BUYER'S option, either cancel this Agreement and recover all sums paid hereunder or require as part of the Agreement that SELLER pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance covering such damage.

11. CONDITION. SELLER represents that all mechanical components of fixtures will be in operating condition at the time of delivery of the Deed, unless otherwise stipulated in this Agreement.

12. PRORATIONS: The following items shall be pro-rated as of transfer of the title:  
Real estate taxes for the fiscal year in the city/town of PORTLAND  
SELLER is responsible for any unpaid taxes for prior years.

If the amount of said taxes is not known at the time of the delivery of the Deed, 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 the delivery of the Deed.

Fuel Y/N  : Elec. Y/N  : Water Y/N  : Sewer Y/N  : Rents Y/N  : Assoc. Fees Y/N  : Other Y/N

13. DEFAULT. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by BUYER shall be forfeited by BUYER and retained by SELLER, and such retention of deposits shall in no way limit SELLER'S other rights or remedies, either at law or in equity, for BUYER'S default hereunder.

14. DISPUTE/MEDIATION. In the event of a dispute between SELLER, BUYER and/or Broker as to any or all of the provisions of this Agreement or the performance thereof, the Broker shall retain all deposits hereunder in Broker's escrow account, unless some other agreement is reached in writing between the parties, or until the dispute is resolved by binding settlement or by court judgment between the parties, or by Broker acting in accordance with Chapter 320, Section 31, of the Maine Real Estate Commission Rules and Regulations. SELLER and BUYER agree to submit to MEDIATION any dispute before going to court. Therefore, any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to MEDIATION in accordance with the Maine Residential Rules of the American Arbitration Association. This clause shall survive the closing. Both SELLER and BUYER acknowledge receiving a written explanation of mediation.

15. BROKER AS A PARTY. The broker, co-broker and buyer broker, if any, join in this Agreement and become parties hereto, insofar as any provisions of this Agreement expressly apply to any of them and to any amendments or modifications of such provisions to which the broker, co-broker or buyer broker, as the case may be, agrees in writing. In the event that the Broker is made a party to any lawsuit by virtue of acting as escrow agent, Broker shall be entitled to recover reasonable attorney's fees and costs, which fees and costs may be deducted from escrowed funds. Such fees and costs shall be assessed as court costs in favor of the prevailing party.

16. MARKETING OF PROPERTY. SELLER agrees that upon signing of this Agreement by SELLER and BUYER and during the pendency of this Agreement, the Broker shall cease all marketing activities, including, but not limited to, advertising, showing, promoting, offering for sale, seeking of back-up offers or in any other way offering the property for sale. Broker shall, however, disclose to SELLER any substantial interest concerning the purchase of the real estate subsequent to the date of this agreement. 607462676  
*11/17/14 FIVE MONTHS AFTER 11/13/14*

17. HOME WARRANTY PROGRAM. BUYER acknowledges that the broker, co-broker or buyer broker, if any, have informed BUYER of the opportunity to purchase a home warranty program in the event SELLER has declined to furnish the same to BUYER. In light of this disclosure, BUYER hereby releases broker, co-broker or buyer broker, if any, from any and all liability regarding the furnishing of a home warranty program.

18. AGENCY DISCLOSURE. The following agency relationships are hereby confirmed for this transaction:

BUYER and SELLER hereby acknowledge a dual agency relationship exists.      yes  no

LISTING AGENT, a/k/a Broker      of ERA HOMESELLERS      SELLING AGENT, a/k/a/ Co-Broker or Buyer Broker  
CANDICE HANCOCK      of ERA HOMESELLERS      J. FRED JANSON      of CBHB  
is the agent of:      is the agent of:  
X      Seller exclusively      X      Buyer exclusively, or  
\_\_\_\_ Seller and Buyer      \_\_\_\_\_ Seller exclusively, or  
\_\_\_\_ Buyer and Seller      \_\_\_\_\_ Buyer and Seller

19 TRANSFER TAX The BUYER and SELLER will each pay transfer tax as required by the State of Maine

20. WITHHOLDING. SELLERS are legal residents of MAINE. In the event SELLERS are not legal residents of the State of Maine and the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 5250-A requires 2.5% of the total consideration paid for the property to be withheld by the real estate escrow person who closes the transaction to be paid over to the State Tax Assessor, unless a waiver is obtained from the Bureau of Taxation, Augusta, Maine.

21. PRIOR STATEMENTS. All representations, statements, disclosure forms and agreements hereto made between the parties are merged in this agreement which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by each other or on their behalf.

22. NOTICE. Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

23. AGENCY CONFIDENTIALITY. Buyer and Seller understand that the terms of this contract are confidential, but authorize the Agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize Agent(s) to receive closing statements.

24. CONSTRUCTION OF AGREEMENT. This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER, their obligations hereunder shall be joint and several.

25. OTHER CONTINGENCIES.  
 ADDENDUM(S) ATTACHED.  
25A) MULTI-FAMILY ADDENDUM

25B) LEAD PAINT ADDENDUM

25C) SELLER TO PROVIDE COPIES OF PERMITS AND PLANS FOR EXPANSION ON THIRD FLOOR BY NOVEMBER 10, 1999. OR BUYER MAY AT BUYERS OPTION DECLARE THIS CONTRACT NULL AND VOID AND ALL EARNEST MONEY WILL BE RETURNED TO BUYER. TUB ON THIRD FLOOR TO BE LEFT ON SITE.

No plans available. Permits to become responsibility of purchaser. AS  
Seller to remove tub on third floor. AS  
PURCHASER WILL APPLY FOR PERMIT WITH SELLERS CO-OPERATION WITHIN 21 DAYS OF EXECUTIVE DATE OF BON TACT. WORK IN PROGRESS WILL BE BE INSPECTED BY CITY INSPECTORS AND DENIED SATIS FACTORY OR BUYER MAY AT BUYERS OPTION DECLARE THIS CONTRACT NULL AND VOID AND ALL EARNEST MONEY WILL BE RETURNED TO SELLER. AS  
A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. WHEN FULLY EXECUTED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Buyer: Elizabeth G. Groot 04454-2872 10/24/99  
S.S.# 001-649632 Date 10/24/99  
Witness: [Signature]

Buyer: [Signature] 443-70-5682 10/25/99  
S.S.# [Blank] Date 10/25/99  
Witness: [Signature]

Seller: [Signature] S.S.# [Blank] Date [Blank] Witness: [Signature]  
Co-Broker: [Signature]

Effective Date (Final acceptance date) \_\_\_\_\_

EXTENSION  
The time for the performance of this agreement is extended until \_\_\_\_\_ Date

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B. TYPE OF LOAN		OMB No. 2502-0265
	1. [ ] FHA	2. [ ] FMHA	3. [X] CONV. UNINS.
	4. [ ] VA	5. [ ] CONV. INS.	
	6. FILE NUMBER: 99258543		7. LOAN NUMBER: 99-1571
8. MTG. INS. CASE NO.:			

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Gregg Bryant Ferguson, Elizabeth Jane Yannet  
 ADDRESS: 13 Hastings Street, Portland, ME 04102

E. NAME OF SELLER: Gary A. Casselman  
 ADDRESS: 21 Arlington Street, Portland, Maine 04102  
 SELLER TIN:

F. NAME OF LENDER: Beacon Mortgage Co., LLC  
 889 Elm Street  
 ADDRESS: Manchester, NH 03101

G. PROPERTY LOCATION:  
 21 Arlington Street Portland ME 04102

H. SETTLEMENT AGENT: Granite Title Services  
 ADDRESS: 477 Congress Street  
 Portland, ME 04101  
 PHONE NUMBER: NOT ON FILE  
 SETTLEMENT AGENT TIN: 02-0508066

PLACE OF SETTLEMENT: Granite Title Services  
 ADDRESS: 477 Congress Street  
 Portland, ME 04101  
 I. SETTLEMENT DATE  
 Closing date: 12/09/99  
 Proration date: 12/09/99

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	174,900.00	401. Contract sales price	174,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	5,397.83	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes 12/09/99 to 12/31/99	183.15	406. City/town taxes 12/09/99 to 12/31/99	183.15
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	180,480.98	420. GROSS AMOUNT DUE TO SELLER:	175,083.15
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	5,000.00	501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)	139,920.00	502. Settlement charges to seller(line 1400)	12,373.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	117,599.75
205. Rate Lock Fee	1,400.00	505. Payoff of second mortgage loan	
206.		506.	
207. Seller pd Closing costs	600.00	507. Seller pd Closing costs	600.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED**

**Building or Use Permit Pre-Application  
Attached Single Family Dwellings/Two-Family Dwelling  
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

**NOTE\*\*** 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 (include Portion of Building):			21 Arlington Street 3rd Floor 04101		
Total Square Footage of <del>Proposed</del> <sup>EXISTING</sup> Structure			To be remodeled 735 sq ft Square Footage of Lot		
Tax Assessor's Chart, Block & Lot Number		Owner:		Telephone#:	
Chart# 125 Block# N Lot# 022		Gregg Ferguson		780-0267	
Owner's Address:			Lessee/Buyer's Name (If Applicable)		Cost Of Work: Fee
21 Arlington Street Portland ME 04101					\$10,000 \$30 Add'l = 20,000 84.00
Proposed Project Description: (Please be as specific as possible)					
use attic space to add more living area, to end floor unit. Adding 1 bedroom, and 1 full bath replacing 3 existing windows adding 2 closets. Amend # 991259 expired & attractives					
Contractor's Name, Address & Telephone				Rec'd By	
Gene Hurteau Consolidated Home Improvement 892-5142				[Signature]	
Current Use:			Proposed Use:		
Attic			Living Space, Bathroom		

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) Installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

**\* IF Available also  
Submit Plans on  
ADOBE OR CAD FORMS**

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

**4) Building Plans**

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

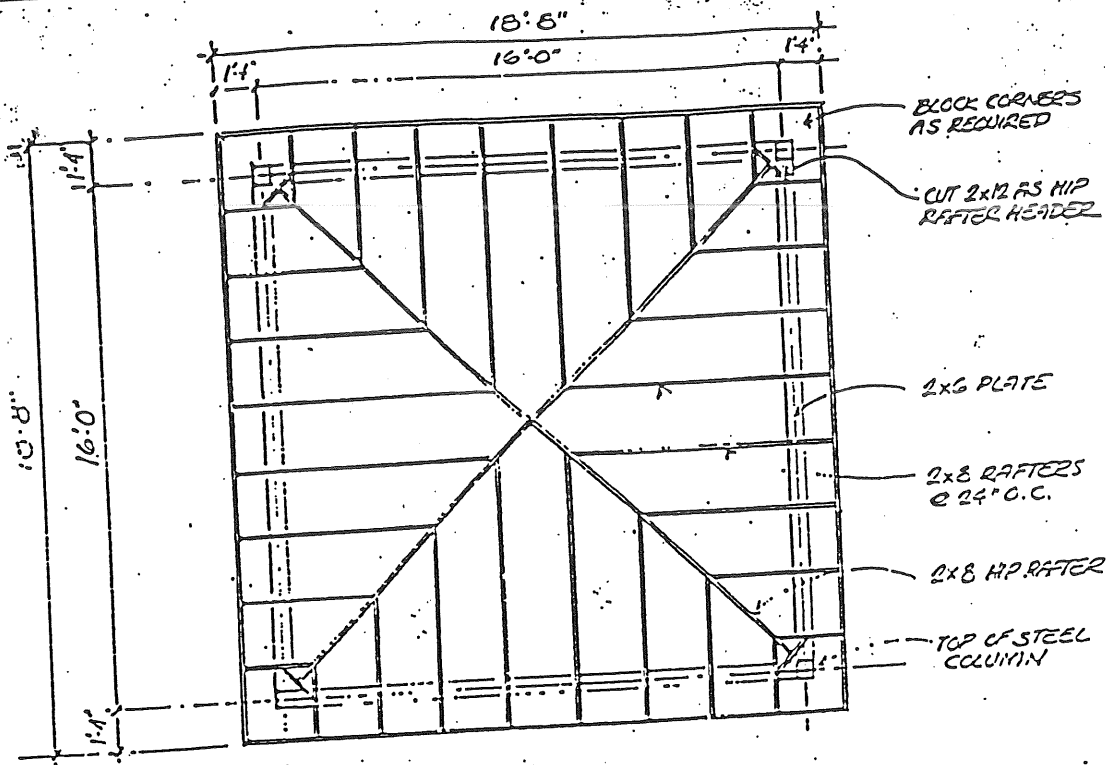
**Certification**

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/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:
[Signature]	8/18/00

Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.  
Additional Site review and related fees are attached on a separate addendum





### ROOF FRAMING PLAN

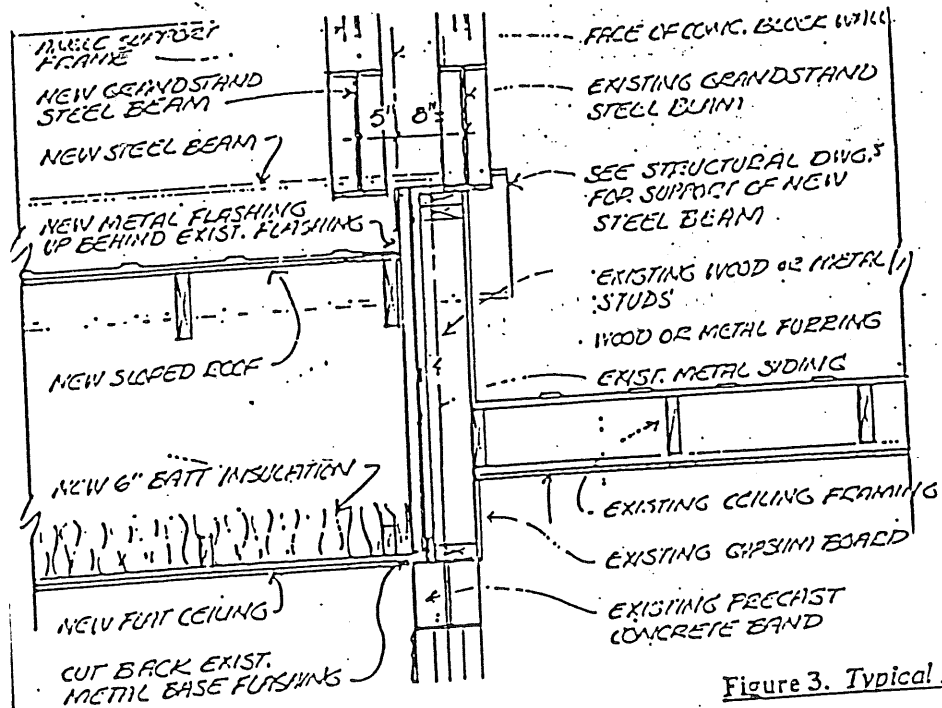


Figure 3. Typical Framing and Cross Section

These plans are all done by professionals, If your project is listed in the attached exemptions, you can prepare your own plans. For all other projects except those exempted, a Design Professional must prepare any construction documents. When proposing an addition, similar plans are required, the same goes for a detached garage or an attached deck.

## Submission Requirements

### Multi-Family, Duplex and Commercial Construction

When a property owner is proposing either a new structure or an addition, this office requires:

- For new construction, structural alterations, or additions, plans showing structural details must be provided. Minimally they should include foundation plans, including drainage and support column spacing framing details, floor plans and a cross section. (See Figures 1, 2 & 3)

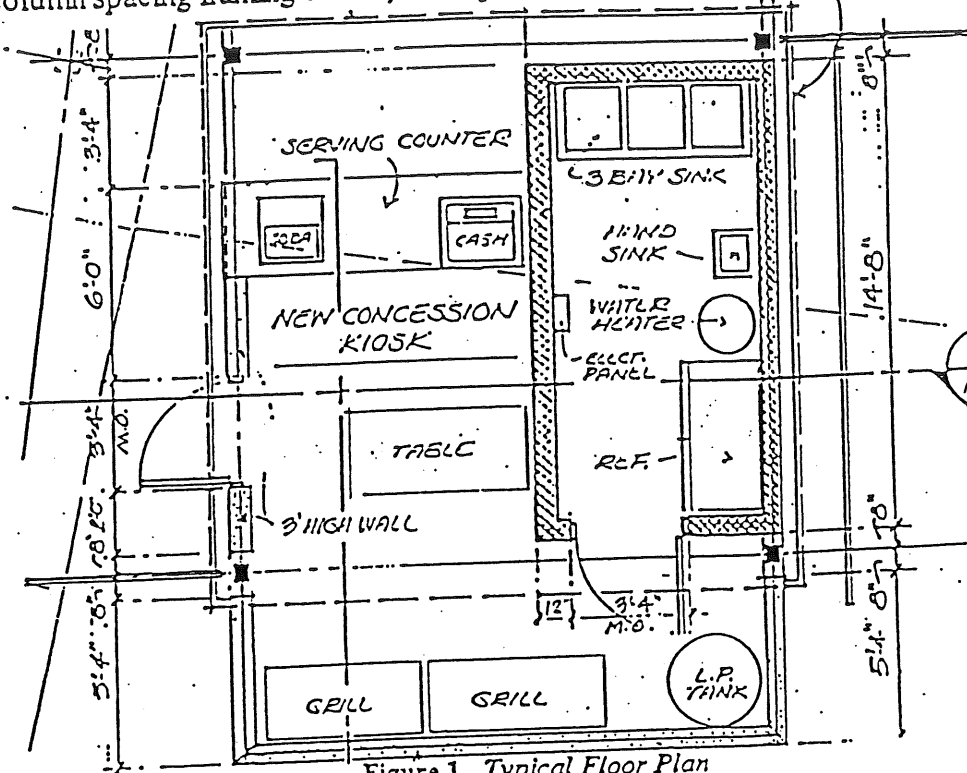


Figure 1. Typical Floor Plan

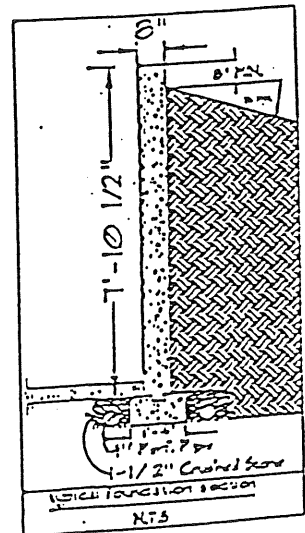
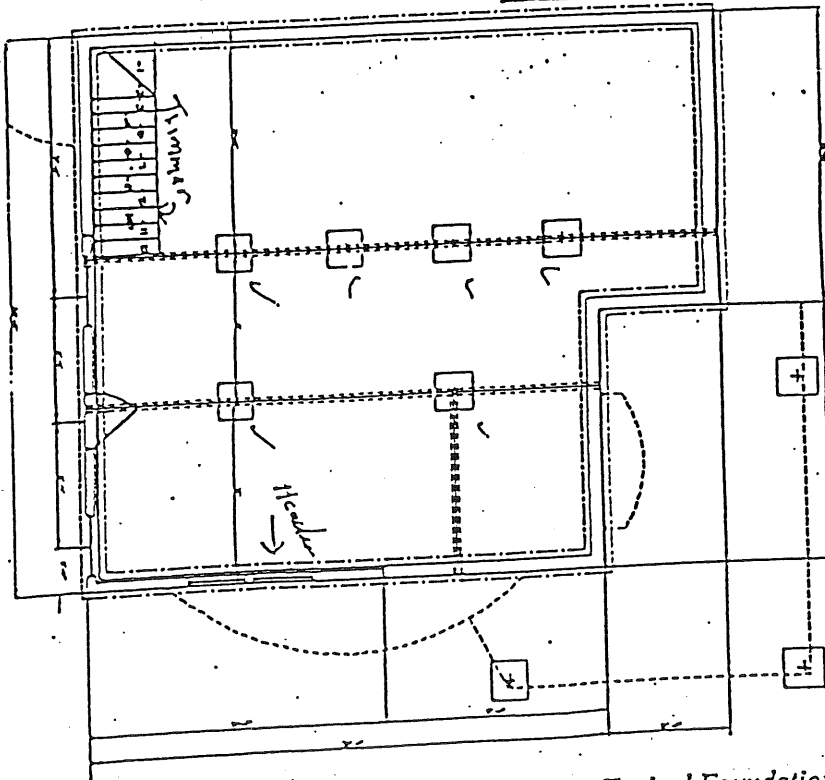


Figure 2. Typical Foundation Plan

The following State law governs technical submission requirements for building plans as well as site development. The law explains the *exemptions*, please read it CAREFULLY and our staff will answer any question that you may have.

2. Technical submissions; construction or development. Nothing in this chapter may be construed to prevent any person from preparing technical submissions for, or administering construction contracts in, the erection, construction or development of:

- A. Detached single or 2-family dwellings, including those to be utilized for home occupations, as defined by local ordinances, and sheds, storage buildings and garages incidental to the dwellings; [1991, c. 874, §3 (amd).]
- B. Farm buildings, including barns, silos, sheds or housing for farm equipment and machinery, livestock, poultry or storage, if the structures are designed to be occupied by no more than 10 persons; [1991, c. 874, §3 (amd).]
- C. Alterations, renovations or remodeling of a building when the cost of the work contemplated by the design does not exceed 15% of the assessed value of the building or \$50,000, whichever is the lesser, or does not require the issuance of a permit under applicable building codes or when the work involves those structures as provided in paragraphs A, B, F, G and H or when the work involves interior design services performed by a certified interior designer; [1993, c. 680, Pt. A, §28 (rpr).]
- D. [1991, c. 396, §21 (rp).]
- E. [1991, c. 396, §21 (rp).]
- F. Buildings that do not have as their principal purpose human occupancy or habitation; [1991, c. 874, §4 (new).]
- G. Single-story, above-grade buildings of less than 1,000 square feet that are designed to be occupied by no more than 10 persons; and [1991, c. 874, §4 (new).]
- H. Preengineered manufactured buildings. For the purposes of this section, "preengineered manufactured building" means a structural unit, other than a dwelling, that is designed by a person licensed as an engineer in the State and is constructed in a manufacturing facility. [1991, c. 874, §4 (new).]  
[1993, c. 680, Pt. A, §28 (amd).]

Section History:

1977, c. 463, § 3 (NEW). 1991, c. 396, § 21 (RPR). 1991, c. 874, § 2-4 (AMD). 1993, c. 349, § 65 (AMD). 1993, c. 389, § 16-18 (AMD). 1993, c. 680, § A28 (AMD).  
32 § 227. Enforcement

It shall be the duty of all duly constituted law enforcement officers of the State and all political subdivisions thereof to enforce this chapter and to prosecute any persons violating this chapter. [1977, c. 463, § 3 (new).]

Section History:

1977, c. 463, § 3 (NEW).

32 § 228. Penalties

Violation of any provision of this chapter shall be a Class E crime punishable by a fine of not less than \$100 nor more than \$500, or by imprisonment for not more than 3 months, or by both. [1977, c. 463, § 3 (new).]

The State may bring an action in Superior Court to enjoin any person from violating this chapter, regardless of whether proceedings have been or may be instituted in the Administrative Court or whether criminal proceedings have been or may be instituted. [1983, c. 413, § 12 (new).]

Section History:

1977, c. 463, § 3 (NEW). 1983, c. 413, § 12 (AMD).



Department of Urban Development  
Joseph E. Gray, Jr.  
Director

Inspection Services  
Michael J. Nugent  
Manager

CITY OF PORTLAND

Congratulations!!!!

Building or Use Permit Application  
Attached Single Family Dwellings/Two-Family Dwelling  
Multi-Family or Commercial Structures and Additions Thereto

As an applicant for a building permit, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read **ALL** of the information and if you need any further assistance please call 874-8703 or 874-8693.  
Minor or Major site plan review will be required for the most of the above proposed projects.