

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that KATHERINE & ANGUS KING, III

Located At 24 TORREY ST

Job ID: 2011-07-1749-SF

CBL: 156 - - C - 004 - 001 - - - - -

has permission to build a new Single Family Residence.

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

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

09/09/2011

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD**



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development
Building Inspections Division

Location: 24 TORREY ST

CBL: 156- C-004-001

Issued to: ANGUS & CATHERINE KING

Date Issued: 6/14/2012

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2011-07-1749-SF, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

ENTIRE

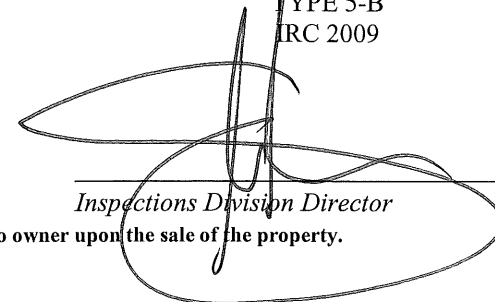
APPROVED OCCUPANCY

USE GROUP R-3, SINGLE FAMILY
TYPE 5-B
IRC 2009

Approved:
June 14, 2012


Inspector

(Date)


Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-07-1749-SF	Date Applied: 7/20/2011	CBL: 156 - - C - 004 - 001 - - - -	
Location of Construction: 23 BAY ST (24 TORREY ST)	Owner Name: DIANE M GULLIKSON	Owner Address: 35 BAY ST PORTLAND, ME 04103	Phone: 207-773-1017
Business Name:	Contractor Name: Jonathan Culley	Contractor Address: Po Box 8816, Portland, ME 04104	Phone: 207-776-9715
Lessee/Buyer's Name: Jonathan Culley, Redfern Homes, LLC	Phone:	Permit Type: Building	Zone: R-3
Past Use: Vacant land split off from 35 Bay St.	Proposed Use: New Single Family home -with attached two car garage.	Cost of Work: 245000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/ conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group <i>RS</i> Type <i>SB</i> <i>MUBEC</i>
		Signature: <i>Capt Perone 8/19/11</i>	Signature: <i>AR</i>
Proposed Project Description: New 2,184 sq. ft single family home		Pedestrian Activities District (P.A.D.)	

Permit Taken By: 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 informatin may invalidate a building permit and stop all work.	Zoning Approval		
	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan ___ Maj ___ Min ___ MM Date: <i>OK w/ conditions 8/16/11 ABN</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABN</i>

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.

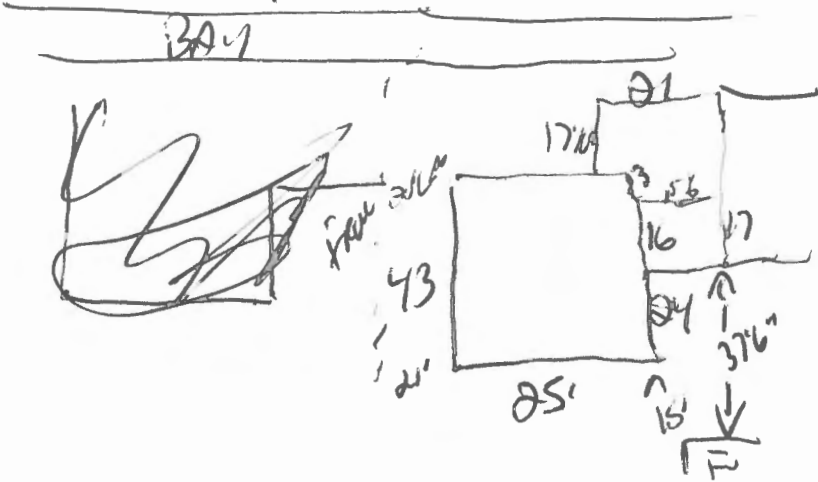
SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

9-22-11 3/4 3000 PSI

Bob Greenlaw survey project

Pinpoint fishing I have

376 requested a Survey letter
NLA



- 4-25-12 DWM/BKL/John Mardell Final Sall
- 4-26-12 DWM/BKL/John Mardell Elec + Fire Pass Bldg Fall
- 4-27-12 DWM TCO Issued. Tempered glass req'd in Master Bath Shower.

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

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

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

1. Footings/ Setbacks
2. Foundation/ Backfill
3. Close-In: (Electrical, Plumbing, Framing)
4. Final Inspection/ Certificate of Occupancy

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

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



PORTLAND MAINE

Strengthening a Remarkable City. Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-07-1749-SF

Located At: 24 TORREY

CBL: 156 - - C - 004 - 001 - - - -

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of the most recent plans submitted on August 15, 2011. Any deviations shall require a separate approval before starting that work.
2. As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed structure, it may be required to be located by a surveyor.
3. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
4. Separate permits shall be required for future decks, sheds, pools, and/or garages.
5. This permit is being issued with the condition that this is a two story structure and that the attic space above the main house is to be used for storage only and to not ever be used for habitable space.

DRC

1. The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
2. The applicant shall have a licensed surveyor install, prior to the issuance of any Certificate of Occupancy, permanent monumentation/pins identifying property corners.
3. 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.)
4. All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.
5. The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.
6. Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
7. All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy. A performance guarantee will be required to cover the cost of site work not completed due to seasonal conditions i.e., finish grading, loaming, seeding, mulching, installation of street trees, etc. The performance guarantee must be reviewed, approved, and accepted by the Planning Authority prior to the release of a Temporary Certificate of Occupancy.

8. Trees that are designated to be saved are to be protected during excavation and construction. Tree protection fencing is to be installed around the tree canopy drip line prior to the start of any excavation. Tree protection measures are to be inspected and maintained daily.
9. Erosion and Sedimentation control shall be established and inspected by the Development Review Coordinator prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines. All Erosion and Sedimentation control measures must be inspected and maintained daily.
10. A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Services must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
11. The shrubs that are shown on the landscaping plan are not to be planted in the City's right-of-way.

Fire

1. All construction shall comply with City Code Chapter 10.
2. A sprinkler system shall be installed.
3. A separate Suppression System Permit is required.
4. All smoke detectors and smoke alarms shall be photoelectric.
5. Hardwired Carbon Monoxide alarms with battery backup are required on each floor.

Building

1. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
2. Submit specifications for Engineered Beams and Trusses.
3. Permit approved based on the plans submitted and reviewed w/owner/ contractor, with additional information as agreed on and as noted on plans, see email dated 08/23/11.

Jonathan Rioux - 24 Torrey Street - Single Family Building Project

From: Philip DiPierro
To: Code Enforcement & Inspections
Date: 9/9/2011 9:42 AM
Subject: 24 Torrey Street - Single Family Building Project

Hi all, this project, site plan #2011-07-1749-SF, the Culley single family home at 24 Torrey Street, meets minimum DRC site plan requirements for the issuance of the Building Permit. Please see IS for sign off and conditions of approval.

Thanks.

Phil

Jonathan Rioux - RE: 23 Bay Street

From: "Chris Briley" <cbriley@architectureforlife.com>
To: "Jonathan Culley" <jonathan@redfernproperties.com>, <JRIOUX@portlandma...>
Date: 8/22/2011 11:36 PM
Subject: RE: 23 Bay Street
CC: <treed@architectureforlife.com>

Gentlemen.

I've responded to Jonathan Rioux's comments within the forwarded email below (my comments are in green). Mr. Culley, if you would, please review my responses and let us know if you have further comments. We will have a couple of very minor additions to the final drawings, but based on my discussions with Mr. Rioux, my comments should suffice in allowing us to proceed with the obtaining of a permit for the King residence. Let me know if I can be of any more assistance in expediting this permit process. I'll be away from the office most of the day tomorrow but can be reached on my cell phone at 207-286-6774.

Regards,

Chris

Christopher Briley, RA, LEED-AP
GREEN DESIGN STUDIO
architecture for life
261 Main Street
Yarmouth, Me 04096
p: 207 847 3788
www.architectureforlife.com

From: Jonathan Culley [mailto:jonathan@redfernproperties.com]
Sent: Monday, August 22, 2011 2:04 PM
To: Chris Briley
Subject: Fwd: 23 Bay Street

Chris,
See the rather lengthy request from code enforcement...

Sent from my iPhone

Begin forwarded message:

Begin forwarded message:

From: "Jonathan Rioux" <JRIOUX@portlandmaine.gov>
Date: August 22, 2011 1:46:39 PM EDT
To: <jonathan@redfernproperties.com>
Subject: RE: 23 Bay Street

Jonathan,

There is not enough information on the building permit application/ plans for issuance. Can you provide written answers/ specifications to the all the items in bold, see below?

Damp proofing or water proofing (Section R405 & R406)

Drainage is provided per R405 by means of an interior and exterior footing perimeter drain that links to the city's storm sewer system. Refer to section drawings and site drawings. This home is a slab on grade structure and requires no damp proofing of the foundation wall per R406.1. We are requiring the builder, however, to provide a capillary break between the sill and top of concrete wall, and to seal the slab vapor barrier to the top of wall to have a continuous moisture barrier.

Building Envelope/ Energy Efficiency must comply with MUBEC

Typical R- values are as follows (and stated on the drawings, Sheet A.3). Rafters 53, Walls 27. The Slab has 3" of Rigid Extruded Polystyrene Insulation R=16.5. The Floor of the conditioned space over the garage has an R-value of 45.6

Ventilation/Access (Section R408.1 & R408.3)

- Crawls Space(s) and their access points

There are no crawl spaces. This is a slab on grade home.

Lally Column Type (Section R407)

The contractor may use either 4x6 wood posts with Simpson ABE46 standoff base plates fastened to concrete with epoxy bolt connections (2) 1/2" Dia. Bolts and fastened to the column w/ (8) 16d nails, OR the contractor may use 3 1/2" concrete filled sch. 40 steel Lally columns with base plates that are factory coated for rust protection and fastened to the concrete to resist lateral movement w/ tapcon connectors per manufacturer's instructions.

What is the roof pitch, & Connections (Section R802.3 & R802.3.1)

The Roof is a 12:12 pitch. The rafters are connected to the top plate w/ Simpson hurricane clips. The collar ties are fastened with a minimum of (6) 16d nails at each end.

Sheathing; Floor and Roof (Table R503.2.1.1(1))

The floor sheathing is 3/4" Advantech floor sheathing. Roof sheathing is 5/8" nom. Advantech Zip system Roof Sheathing (Structural 1 rating)

Fastener Schedule (Table R602.3(1) & (2))

Yes. At a MINIMUM the GC must fasten all structural members in accordance to the table R602.3(1) & (2) with the exception of the wall sheathing which shall be fastened with 10d nails at 3" O.C. at panel edges and at 6" O.C. at intermediate, minimum.

- Per IRC, 2009

Safety Glazing/ Hazard Areas (Section R308)

We Shall verify that the window in the shower will have privacy and safety glazing. The upper window in the stair shall be protected by the stair rail (in accordance with R308) The final drawings will reflect this change. The remaining windows in the along the stairs and adjacent to the door shall also be tempered.

Attic Access (R308)

- 22 by 30 inch minimal opening

An insulated access hatch greater than these minimum dimension shall be provided either in the main hallway, the office, or the small hall in the Master bedroom. The location will be confirmed prior to construction.

Means of Egress (Sec R311 & R312)

- For attic space?

The attic is for storage ONLY. It will not, and cannot be used for any other purpose.

Private Garage (Section R309) Living Space ? (Above or beside)

There is no living space above the garage, only storage. There is living space beside the garage.

Fire separation (Section R309.2)

The contractor shall provide a fire separation between the garage and the rest of the house with a minimum of ½" type 'X' fire rated gypsum wall board. (Note: The IRC 2009 moved this requirement from section R309.2 to R302.6)

Smoke/ CO Detectors (R313)

- A photoelectric Carbon Monoxide (CO) detector shall be installed in each area within or giving access to bedrooms. That detection must be powered by the electrical service (plug-in or hardwired) in the building and battery.
- Hardwired photoelectric interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.

We will make the appropriate notes on the final drawings. This has always been the intention of the design build team. The general contractor will comply and verify installation.

Number of Stairways

- Headroom (Section R311.5.2) Stairway headroom shall be not less than 6 feet 8 inches measured vertically from the sloped plane adjoining the tread nosing or from the floor surface of the landing or platform.

This is a single flight of stairs. The only place where this dimension comes close is at the beginning of the stairs under the linen closet, the bottom of which can be modified if necessary. The contractor shall verify a 6'-8" minimum clearance for the stairs. A scaled architectural sketch shall be issued prior to construction.

Windows:

- Window sills in locations more than 72 inches from finished grade shall be a minimum of 24 inches above the finished floor of the room, unless a window fall prevention devices is installed in accordance with section R612.3.
- A code compliant emergency escape shall be provided in the bedroom. Window sills in locations more than 72 inches from finished grade shall be a minimum of 24 inches (no higher than 44 inches) above the finished floor of the room.

We will be raising the 2nd floor windows by two inches to ensure their will be >24" above the finished floor. All bedrooms have windows that meet egress requirements.

Deck Construction (R502.2.1)

There are no decks on this home, only patio space.

- Beam sizing and spans
- Fall protection?
- Stair Specs

Jonathan Rioux
Code Enforcement Officer/ Plan Reviewer

City of Portland
Planning and Urban Development Department
Inspection Services Division

389 Congress St. Rm 315
Portland, ME 04101
Office: 207.874.8702
Support Staff: 207.874.8703
jrioux@portlandmaine.gov

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)		
Component	Submitted Plan	Findings/Revisions/Dates
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	16x8" w/ #4 Rebar 8" Thick wall 30 x 30" x 12" Interior	
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	4" Poly : Perimeter Drain	okay
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	Slab on grade	okay
Anchor Bolts/Straps, spacing (Section R403.1.6)	5/8" x 12" Bolts e 3'-0" @ Corners	okay
Lally Column Type (Section R407)	VL Beam(s)	① Need Specs.
Girder & Header Spans (Table R 502.5(2))		
Built-Up Wood Center Girder Dimension/Type	(3) 2x12"	
Sill/Band Joist Type & Dimensions	2x6" P.T.	okay
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	Slab	okay
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x12" e 24" O.C. 2x12" e 16" O.C.	→ Verify Spans w/ Designer 08/24/11 Joseph Leason okay w/ 2x12" 16" O.C. 75 PSF w/ 8'-0" B14 Spacing JD
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))		

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	12 12/12 2x12" e 16" O.C. Pitch: 2x8" e 16" O.C.	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	Floor: 5/4 Wall: 7/16 Raft: 5/8	okay
Fastener Schedule (Table R602.3(1) & (2))	"Sec Notes"	okay
Private Garage (Section R309) Living Space ? (Above or beside)	1/2" Type X Gypsum	
Fire separation (Section R309.2)		
Opening Protection (Section R309.1)	20 MIN Fire Door	okay
Emergency Escape and Rescue Openings (Section R310)	"See Notes"	okay
Roof Covering (Chapter 9)	Asphalt	okay
Safety Glazing (Section R308)	"See Notes"	okay
Attic Access (Section R807)	"See Notes"	okay
Chimney Clearances/Fire Blocking (Chap. 10)		
Header Schedule (Section 502.5(1) & (2))		
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	"See Notes"	okay

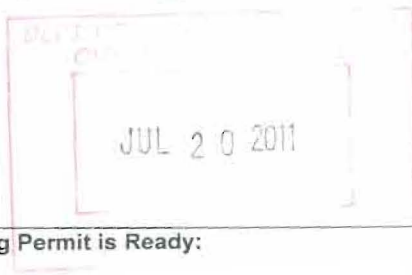
Type of Heating System		
Means of Egress (Sec R311 & R312) Basement	N/A	
Number of Stairways		
Interior		
Exterior		
Treads and Risers (Section R311.5.3)	7 1/2" x 10 3/4"	okay
Width (Section R311.5.1)	3 - 4 1/2"	
Headroom (Section R311.5.2)	6-8"	
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	2-10" Rail	
Smoke Detectors (Section R313) Location and type/Interconnected	"See Notes"	okay
Dwelling Unit Separation (Section R317) and IBC - 2009 (Section 1207)	N/A	
Deck Construction (Section R502.2.1)	Patio Only	okay

ENTERED CD

2011 07 17 49

7/21/11

Location/Address of Site: 23 Bay Street, Portland			24 Tower		
Total Square Footage of Proposed Structure/Area: 2,184 sq ft		Area of lot (total square feet): 9,935 sq ft		Number of Stories: 2	
Tax Assessor's Chart, Block & Lot(s) Chart# 156 Block # C Lot# 4		Fees Paid: (for Office Use Only) Site Plan _____ Building Permit _____ Inspection _____		Cost of Work: Work: \$ 245,000 C of O Fee \$ _____	
Current Legal Use: Number of residential Units _____		If vacant, previous use? _____		Is property part of a subdivision? If yes, please name: No	
Proposed Use and Project Description: New energy efficient single family home.					
Applicant - must be owner, Lessee or Buyer Name: Jonathan Culley Business Name, if applicable: Redfern Homes LLC Address: P.O. Box 8816 City/State: Portland, ME Zip Code: 04104			Applicant Contact Information Work # _____ Home# _____ Cell # 207-776-9715 e-mail: jonathan@redfernproperties.com		
Owner - (if different from Applicant) Name: Diane Gullikson Address: 35 Bay St. City/State: Portland Zip Code: 04103			Owner Contact Information Work # _____ Home# 207-773-1017 Cell # _____ e-mail: _____		
Agent/ Contractor Name: Redfern Homes LLC Address: See above City/State: _____ Zip Code: _____			Agent/Contractor Contact Information Work # _____ Home# _____ Cell # _____ e-mail: _____		
Billing Information Name: Redfern Homes LLC Address: See above City/State: _____ Zip Code: _____ Phone Number: _____			Contact when Building Permit is Ready: Name: _____ Address: _____ City/State: _____ Zip Code: _____ Phone Number: _____		



Site Plan Standards for Review of Level I: Minor Residential

Level I: Minor Residential site plan applications are subject to the following site plan standards*, as contained in section 14-526 of Article V, Site Plan:

- 14-526 (a) **Transportation Standards:** 2.a.(i) and (ii);
2.c (if the site plan is a two-family or multi-family building);
4.a.(i) and (iv)
- 14-526 (b) **Environmental Quality Standards:** 1
2.a.
2.b.(iii)
3.a., c. and d. and e.
- 14-526 (c) **Public Infrastructure and Community Safety Standards:** 1. and 3.a through e.
- 14-526 (d) **Site Design Standards:** 5. and 9.

**Except as provided in Article III of the City Code, or to conditions imposed under Section 14-526(e) only, or to those submission requirements set forth in section 14-527 as relate solely thereto.*



PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



A separate drawing[s] shall be provided to the Portland Fire Department for all site plan reviews.

1. Name, address, telephone number of applicant.
2. Name address, telephone number of architect
3. Proposed uses of any structures [NFPA and IBC classification]
4. Square footage of all structures [total and per story]
5. Elevation of all structures
6. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
7. Hydrant locations

<input type="checkbox"/>	NA	<input type="checkbox"/>	▪ Proposed protections to or alterations of watercourses.
<input type="checkbox"/>	NA	<input type="checkbox"/>	▪ Proposed wetland protections or impacts.
<input checked="" type="checkbox"/>		<input type="checkbox"/>	▪ Existing vegetation to be preserved and proposed site landscaping and street trees (2 trees per unit for a single or two-family house).
<input type="checkbox"/>	NA	<input type="checkbox"/>	▪ Existing and proposed curb and sidewalk, except for a single family home.
<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	▪ Existing and proposed easements or public or private rights of way.
<input checked="" type="checkbox"/>		<input type="checkbox"/>	▪ Show foundation/perimeter drain and outlet.
<input type="checkbox"/>		<input type="checkbox"/>	▪ Additional requirements may apply for lots on unimproved streets.
<input checked="" type="checkbox"/>		<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)
			Three sets of the reduced boundary survey/site plan is required if original is larger than 11'x17'

Building Permit Submittal Requirements –Level I: Minor Residential Development			
Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
		1	One (1) complete set of construction drawings must include:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Cross section with framing details
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Floor plans and elevations to scale
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Stair details including dimensions of : rise/run, head room, guards/handrails, baluster space
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Window and door schedules
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Foundation plans w/required drainage and damp proofing , if applicable
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Detail egress requirements and fire separation, if applicable
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IECC 2003
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Deck construction including: pier layout, framing, fastenings, guards, stair dimensions
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Reduced plans or electronic files in pdf format are also required if original plans are larger than 11X17"

Reminder: Separate permits are required for internal and external plumbing, HVAC, and electrical installations. Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused. The Planning and Urban Development Department may request additional information prior to the issuance of a permit.

Please contact Soren DeWard for Site Plan issues at 207-400-2450
Please contact Chris Briley for code or architectural plan issues at 207-847-3788

General Submittal Requirements – Level I Minor Residential

Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Completed application form and check list.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Application fees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Evidence of right, title and interest.
<input type="checkbox"/> NA	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Copies of required state and/or federal permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Written Description of existing and proposed easements or other burdens.
<input type="checkbox"/> NA	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Written requests for waivers from individual site plan and/or technical standards.
<input type="checkbox"/> NA	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Evidence of financial and technical capacity.
<input type="checkbox"/> for the county	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual). Refer to Fire Department Checklist on page 6 of this application.

Site Plans and Boundary Survey Requirements – Level I Minor Residential

Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 (1 paper copy as of Dec. 1)	Boundary survey meeting the requirements of section 13 of the City of Portland Technical Manual with the site plan information listed below shown on the plan, including a north arrow and a scale greater than or equal to 1"=20'. (Photocopies of the plat or hand drawn building footprints will not be accepted.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Zoning district, setbacks and dimensional requirements. Show zone lines and overlay zones that apply to the property, including Shoreland Zone &/or Stream Protection Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing and proposed structures (including location of proposed piers, docks or wharves if in Shoreland Zone).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Location and dimension of existing and proposed paved areas.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Proposed ground floor area of building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Finish floor elevation (FEE) or sill elevation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Exterior building elevations (show all 4 sides).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing and proposed utilities (or septic system, where applicable)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing and proposed grading and contours.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Proposed stormwater management and erosion controls.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Total area and limits of proposed land disturbance.</i>

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	BAY STREET REALTY TRUST	477 CONGRESS ST STE 418 PORTLAND, ME 04101	26 BAY ST	0
	BRACKLOW KRISTEN C	14 TORREY ST PORTLAND, ME 04103	14 TORREY ST	1
	CONDON KATHLEEN M	30 TORREY ST PORTLAND, ME 04103	30 TORREY ST	1
	DEMADO TIMOTHY & KIMBERLY DEMADO JTS	25 TORREY ST PORTLAND, ME 04103	25 TORREY ST	1
	GULLIKSON DIANE M	35 BAY ST PORTLAND, ME 04103	25 BAY ST	0
	GULLIKSON DIANE M	35 BAY ST PORTLAND, ME 04103	24 TORREY ST	0
	MACNICHOL ANCILLA M	17 TORREY ST PORTLAND, ME 04103	17 TORREY ST	1
	SANBORN EMILY A & STANLEY J BUCK HEIRS	292 OCEAN AVE PORTLAND, ME 04103	18 BAY ST	0

IMPORTANT NOTICE FROM CITY OF PORTLAND

To residents and property owners: A Level 1: Minor Residential Development application was submitted to the Portland Planning Division by Jonathan Culley for a new single family home at 24 Torrey Street / 23 Bay Street.

In accordance with the Portland Land Use Ordinance, notices of receipt of a Level I Minor Residential Development application must be sent to neighbors. This application will be reviewed administratively by City Staff.

Plans are available in the Portland Planning Division, 4th Floor, City Hall. If you have any questions or wish to submit comments, contact the Planning Division at 874-8719 or email jmy@portlandmaine.gov

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Plans are available in the Portland Planning Division, 4th Floor, City Hall. If you have any questions or wish to submit comments, contact the Planning Division at 874-8719 or email jmy@portlandmaine.gov

DEVELOPMENT REVIEW FEES:

Check all reviews that apply. Payment may be made in cash or check to the City of Portland.

Level I Minor Residential Site Plan ✓ Application Fee (\$300.00 flat fee) The City invoices separately for the following: <ul style="list-style-type: none">• Notices (\$.75 each)	Fees Paid (office use) —
Inspection Fee: Inspection fee due after approval (for site plan inspection by the Planning Division)	\$100 (flat fee)
Performance Guarantee	Exempt except for those projects that complete construction in the winter and the site work is incomplete.
Building Permit Fee	\$30 for the first \$1,000 construction cost, \$10 per additional \$1,000 cost.

Application Check List:

As of December 1, 2010, all site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Refer to the application checklist for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division. All of the information on the checklist must be submitted for review. The applicant must check off the items contained in the application package to ensure the application is complete.


Property Taxes:

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 a permit of any kind is accepted.

Separate Permits:

Separate permits are required for internal and external plumbing, HVAC, and electrical installations.

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 Planning Authority and Code Enforcement'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: 7/20/2011
---	---------------------------

This is not a permit; you may not commence any work until the permit is issued.

PURCHASE AND SALE AGREEMENT - LAND ONLY

January 25 2011 Offer Date

Effective Date Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Redden Homes LLC or assignee ("Buyer") and Ms. Diane Gullikson ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Bay Terrace St - see Address and described in deed(s) recorded at said County's Registry of Deeds Book(s) 09282, Page(s) 49.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 85,000. Buyer will deliver to the Agency within days of the Offer Date, a deposit of earnest money in the amount of \$. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ will be delivered. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until (date) AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 29, 2011 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other 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.

January 2011 Page 1 of 4 - P&S-LO Buyer(s) Initials JBC Seller(s) Initials DG

RD/Max By The Hay 970 Haxter Blvd, Suite 201 Portland, ME 04103 Fax: 207.773.2525 David Mariden jonathan Produced with ZipForm® by ZipLogic 19070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogic.com

RECEIVED

JUL 26 2011

Dept. of Building Inspections City of Portland Maine

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer.

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <i>Confirm dimensions of new lot</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>20</i>	<i>Buyer</i>	<i>Buyer</i>
2. SOILS TEST Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
3. SEPTIC SYSTEM DESIGN Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
4. LOCAL PERMITS Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
5. HAZARDOUS WASTE REPORTS Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
6. UTILITIES Purpose: <i>Confirm progress of utilities at street</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>20</i>	<i>Buyer</i>	<i>Buyer</i>
7. WATER Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
8. SUB-DIVISION APPROVAL Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
9. DEP/LURC APPROVALS Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
10. ZONING VARIANCE Purpose: <i>Confirm lot is conforming with City of Portland</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>20</i>	<i>Buyer</i>	<i>Buyer</i>
11. HABITAT REVIEW/WATERFOWL Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
13. DEED RESTRICTION Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
14. TAX EXEMPT STATUS Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
15. OTHER Purpose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, 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 investigation 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.

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ 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 hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's pre-paid, 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 including providing proof of funds and this Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

~~_____ (MLS ID) of _____ Agency (MLS ID)
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker~~

~~_____ (MLS ID) of _____ Agency (MLS ID)
 is a Seller Agent Buyer Agent 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.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. 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.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

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

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

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 3:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 3:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

Redfern Homes LLC has the right to assign the contract to another individual or entity.

23. GENERAL PROVISIONS:

- a. 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.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. 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.

24. ADDENDA: Yes Explain: *Draft Survey of lot showing property to be conveyed* No

Buyer's Mailing address is P.O. Box 8816 Portland, ME 04104

BUYER *[Signature]* 1/25/2011 DATE BUYER _____ DATE _____

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 35 Bay Street Portland ME 04103

Diane Sullivan 02/14/11 DATE SELLER _____ DATE _____

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: _____

SELLER _____ DATE _____ SELLER _____ DATE _____

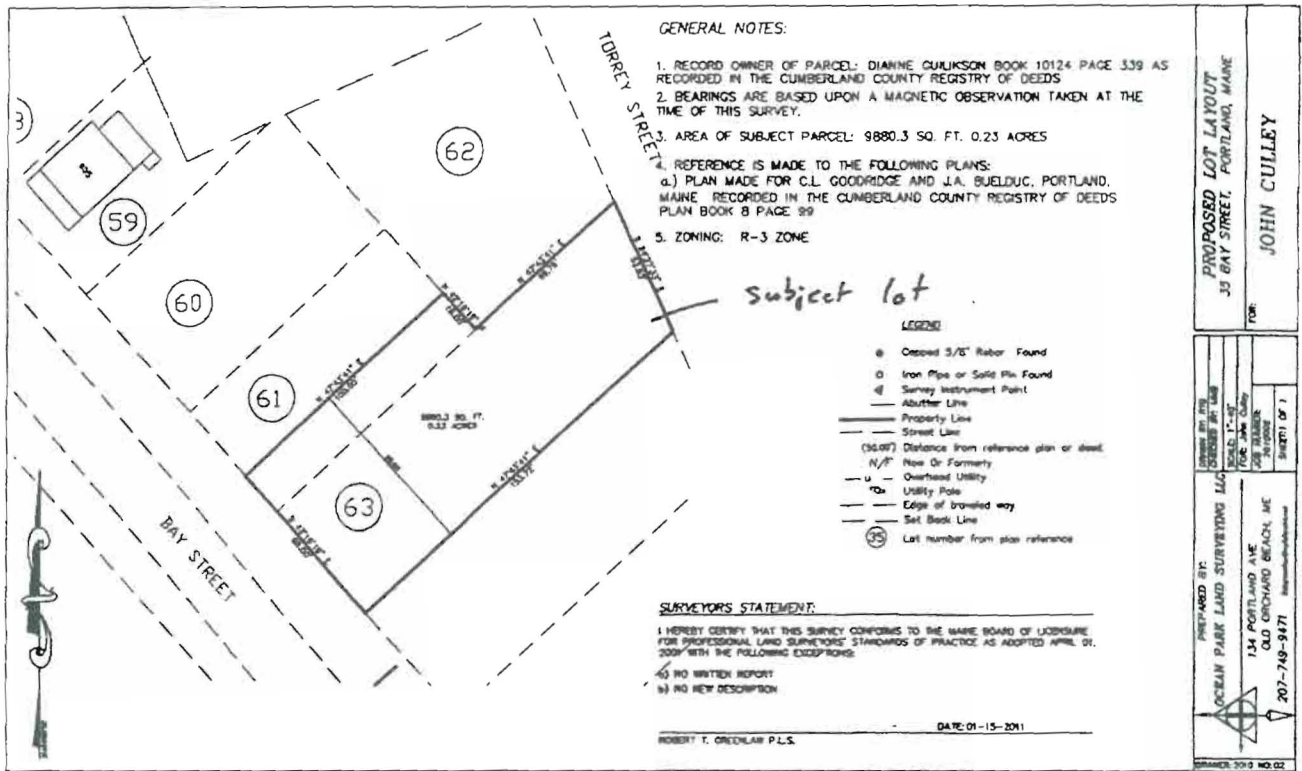
BUYER _____ DATE _____ BUYER _____ DATE _____



Maine Association of REALTORS®/Copyright © 2011
All Rights Reserved. Revised January 2011



Addenda - Description of lot
 #63 surrounded by bold line



X
 PRA

WPC

**AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Diane Gullikson** ("Seller") and **Redfern Homes, LLC** ("Buyer") as parties to that certain Purchase and Sale Agreement – Land Only with an effective date of January 25, 2011 regarding certain real property located at Bay and Torrey Streets, Portland, Maine (the "Agreement") hereby agree as follows:

1. That the Purchase Price contained in Section 3 of the Agreement is hereby changed to **\$80,000.00**.
2. That the closing date contained in Section 5 of the Agreement is hereby extended until **May 31, 2011**.
3. That the Warranty Deed referenced in Section 6 of the Agreement, may contain an exception from the warranty covenants for the currently existing fence and driveway encroachments of the abutting property located to the northwest of the subject property, as depicted on a plan made for Redfern Homes LLC, dated 3-28-11 by Robert T. Greenlaw. The Buyer further waives all rights to assert any claims against the Seller as a result of said encroachments. Buyer will hold Seller harmless from her costs or damages awarded in connection with any attempted forced removal of said encroachments.
4. This Agreement is contingent upon the Seller's mortgagee, Wells Fargo, requiring the payment of not more than 15% of the Purchase Price in order to release its interest in the parcel being conveyed.

Capitalized terms contained, but not defined in this Amendment shall have the same meaning as in the Agreement. Except as specifically amended herein, Seller and Buyer reaffirm the Agreement, and all terms and conditions thereof unaffected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of May 05, 2011.

Diane Gullikson
Name:

SELLER
Diane Gullikson
Diane Gullikson

REDFERN HOMES, LLC

Name: _____

By: _____

Jonathan Culley

Its: *Member*

**SECOND AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Diane Gullikson ("Seller") and Redfern Homes, LLC ("Buyer") as parties to that certain Purchase and Sale Agreement - Land Only with an effective date of January 25, 2011, as modified by that certain Amendment to Purchase and Sale Agreement dated May 5, 2011 (the "First Amendment"), regarding certain real property located at Bay and Torrey Streets, Portland, Maine (collectively, the "Agreement") hereby agree as follows:

1. That the closing date contained in Section 5 of the Agreement, which was previously extended by the First Amendment, to May 31, 2011, is hereby further extended until the earlier of **June 30, 2011** or five (5) business days after Seller's receipt of confirmation from its mortgagee, Wells Fargo that it will release its interest in the parcel being conveyed and require a payment of not more than fifteen percent (15%) of the Purchase Price to do so.

Capitalized terms contained but not defined in this Second Amendment shall have the same meaning as in the Agreement. Except as specifically amended herein, Seller and Buyer reaffirm the Agreement, and all terms and conditions thereof unaffected by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of May 31, 2011.

Diane Gullikson
Name:

SELLER

Diane Gullikson
Diane Gullikson

BUYER:

REDFERN HOMES, LLC

Jonathan Culley
Name:

By: Jonathan Culley
Its:

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Diane Gullikson ("Seller") and Redfern Homes, LLC ("Buyer") as parties to that certain Purchase and Sale Agreement – Land Only with an effective date of January 25, 2011, as modified by that certain Amendment to Purchase and Sale Agreement dated May 5, 2011 (the "First Amendment"), and that certain Second Amendment to Purchase and Sale Agreement dated May 31, 2011 (the "Second" Amendment"), regarding certain real property located at Bay and Torrey Streets, Portland, Maine (collectively, the "Agreement") hereby agree as follows:

1. That the closing date contained in Section 5 of the Agreement, which was previously extended by the First and Second Amendments, is hereby further extended until July 15, 2011.
2. The Warranty Deed references Section 6 of the Purchase and Sale Agreement, shall contain an exception from warranty conveyance for the currently existing fence and driveway encroachments of the abutting property located to the northwest of the subject property, as depicted on a plan made for Redfern Homes, LLC dated March 28, 2011 by Robert T. Greenlaw. The Buyer further waves all rights to assert any claims against the Seller as a result of said encroachments. Buyer will further hold Seller harmless from her cost and/or damages awarded in connection with any attempted forced removal of said encroachments.

Capitalized terms contained but not defined in this Third Amendment shall have the same meaning as in the Agreement. Except as specifically amended herein, Seller and Buyer reaffirm the Agreement, and all terms and conditions thereof unaffected by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of June 30th, 2011.

SELLER

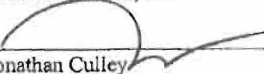


Diane Gullikson

Name: _____

BUYER:

REDFERN HOMES, LLC

By: 

Jonathan Culley
Its: Member

Name: _____

**FOURTH AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Diane Gullikson** ("Seller") and **Redfern Homes, LLC** ("Buyer") as parties to that certain Purchase and Sale Agreement – Land Only with an effective date of January 25, 2011, as modified by that certain Amendment to Purchase and Sale Agreement dated May 5, 2011 (the "First Amendment") and that certain Second Amendment to Purchase and Sale Agreement dated May 31, 2011 (the "Second Amendment") and that certain Third Amendment to Purchase and Sale Agreement dated June 30, 2011 (the "Third Amendment"), regarding certain real property located at Bay and Torrey Streets, Portland, Maine (collectively, the "Agreement") hereby agree as follows:

1. That the closing date contained in Section 5 of the Agreement, which was previously extended by the First, Second and Third Amendments, is hereby further extended until **July 29, 2011**.
2. That Seller acknowledges receipt of a \$2,500 earnest money deposit on behalf of Buyer which shall be held in escrow by Seller's counsel, Joseph S. Mazziotti (the "Deposit"). The Deposit shall be credited against the purchase price at closing and shall be non-refundable except in the event of a Seller default under the Agreement or in the event the closing does not take place as a direct result of Seller's acts or omissions.
3. Section 14 of the Agreement is hereby deleted and replaced with the following:

In the event that Seller defaults in the performance of her obligations hereunder for any reason other than Buyer's default, Buyer may elect to either: (i) terminate this Agreement by written notice to Seller, in which case the Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder; or (ii) file an action for specific performance. In the event that Buyer defaults in the performance of its obligations hereunder for any reason other than Seller's default, Seller may terminate this Agreement by written notice to Buyer, in which case the Deposit shall be immediately forwarded to Seller as full and complete liquidated damages in lieu of any other legal or equitable remedy, and neither party will have any further obligations hereunder. The parties acknowledge that Seller's damages in the event of Buyer's default hereunder are difficult or impossible to ascertain and that the amount of the Deposit represents a reasonable estimate by both parties of Seller's damages.

Capitalized terms contained but not defined in this Fourth Amendment shall have the same meaning as in the Agreement. Except as specifically amended herein, Seller and Buyer reaffirm the Agreement (as modified by all previous Amendments), and all terms and conditions thereof unaffected by this Fourth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of July 15, 2011.

SELLER

Name: _____

f.o.r.  *as Attorney in Fact*
Diane Gullikson

BUYER:

REDFERN HOMES, LLC

Name: _____

By: _____

Jonathan Culley
Its Member

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of July 15, 2011.

SELLER

Name: _____

Diane Gullikson

BUYER:

REDFERN HOMES, LLC

Jonathan R. Culley
Name:

By: _____
Jonathan Culley
Its Member 7/15/2011



GREEN DESIGN STUDIO
architecture for life

August 8, 2011

Philip DiPierro
Planning and Urban Development Dept.
389 Congress St.
Portland, ME 04104

Resubmission for Building Permit

King Residence

Jonathan Culley – Contractor of Redfern Properties LLC.

2011-07-1749-sf

24 Torrey Street CBL 156 – C- 004-001

Hello Philip,

Thank you for your review comments to our permit application. Attached you should find our resubmission drawings. Below I have responded to your bulleted items with comments on how each item was addressed.

My initial question back to the city of Portland would be regarding the street address. As the house has its access from Bay Street and the utility connections are from Bay St, it would seem logical to give it a Bay St. Address, would it not?

Survey Requirements:

- A revised Survey is submitted that is to scale
- A vicinity map has been included on the survey
- A revision block has been included
- Property Markers and proposed building locations are being set at this time by Robert T. Greenlaw, Surveyor.
- Vertical Datum note has been included
- The survey now shows the tie to nearest street line and monument
- Street status is now included

Site Plan Requirements:

- The reconfigured roof line has been reviewed by the zoning department and the house has been determined to be a 2 story structure. Therefore the resubmitted drawings show the setbacks that reflect a 2 story building.
- Drive is shown on the plans and the resubmitted site plan shows additional dimensions.
- Ground floor elevation is labeled on the site plan
- This was on the original plan and remains on the resubmission. The Label "+FEE 47.08'" indicates First Floor Elevation of 47.08'
- Existing and finish contours are shown (existing are dashed) They continue to be shown on the resubmission.



- A silt fence linetype has been added showing the bounds of the erosion control silt fence. It will be along the downhill property boundaries.
- The home will have a perimeter dripstrip and a perimeter drain tile that will connect to the storm sewer in Bay St. There is also one downspout located at the northern re-entrant corner of the house and garage wing. This will be tied to the perimeter footing drain
- Area of disturbance is noted on the siteplan
- Soil type is noted on the site plan.
- Perimeter footing drain is now shown

Zoning Requirements

- Small entrance roofs are shown.
- Driveway dimensions are on the site plan

Building Plans

- The entrance canopies may be more than 24" according to 14-425 of the zoning code and are now shown as a dotted line on the site plan and labeled. They also show up on the Site Survey
- The Drawings now clearly show no structured decks, only patio pavers and landscape elements.
- Per our conversations with the Zoning department and the previously submitted sketches. This house is seeking a permit as a 2 story house.

If you have any further questions, please don't hesitate to call me at 847-3788

Sincerely,

Handwritten signature of Christopher Briley

Christopher Briley, AIA, LEED AP BD+C

remaining Existing single family home.

Applicant:

Date: 7/26/11

Address: 35 Bay St.

C-B-L: 156-C-001, 002 & 003

permit # 2011-07-1749

CHECK-LIST AGAINST ZONING ORDINANCE

Date - house built 1930

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - confirming that existing house lot meets zoning w/ lot split

Sewage Disposal -

Lot Street Frontage - 50' min - 140.35' given (ok)

Front Yard -

Rear Yard -

Side Yard - 25' req - 14' min - 107.23' given (ok)

Projections -

Width of Lot - 65' min - 140.35' given (ok)

Height -

Lot Area - 6500 sq ft min - 12302 sq ft

Lot Coverage/Impervious Surface - 35% = 4,305.7 sq ft

house - 1016 sq ft (ok)

Area per Family - 6500 sq ft (ok)

Off-street Parking - existing driveway

Loading Bays -

Site Plan -

Shoreland Zoning/ Stream Protection -

Flood Plains -

Applicant: Jonathan Culley - Red Sun Homes LLC

Date: 7/26/11

Address: 23 Bay Street / 24 Torrey St.

C-B-L: 156-C-004

Permit # - 2011-07-1749

CHECK-LIST AGAINST ZONING

ORDINANCE

revised site plan! building plan
8/15/11

Date - new

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - build new two story single family,

Sewage Disposal - city

Lot Street Frontage - 50' min - 68' 5" min (OK)

Front Yard - 25' min - 25.5' scaled (OK)

Rear Yard - 25' min - ~~25.5' min~~ - 37' scaled (OK)

* Side Yard - ~~2 story 14' min~~
~~25' min - 46' min~~

28' 5" R.A.P. side - 15' scaled
- left side - 15' scaled

left side 9' scaled
right side 21' "

(OK) - need to be of 28' has 30'
- not reduced to less than 9'

Projections -

Width of Lot - 65' min - 68' 5" min 1' scaled (OK)

Height - 35' max - ^{25.75} 27.25' scaled (OK)

Lot Area - 6500 sq ft - 59,35.6 sq ft min (OK)

Lot Coverage Impervious Surface - 35% = 3477.46 sq ft

3 car

20 x 18 = 360 sq ft

42 x 24 = 1008 sq ft

14 x 19 = 266 sq ft

18.5 x 18 = 333 sq ft

18 x 7.5 = 135 sq ft

~~20 x 18 = 360~~

~~18 x 18 = 324~~

Area per Family - 6500 sq ft (OK)

Off-street Parking - 2 spaces required - 2 car spaces 20' x 18' (OK)

Loading Bays - N/A

Site Plan - Level I Minor Residential

Shoreland Zoning/ Stream Protection - N/A

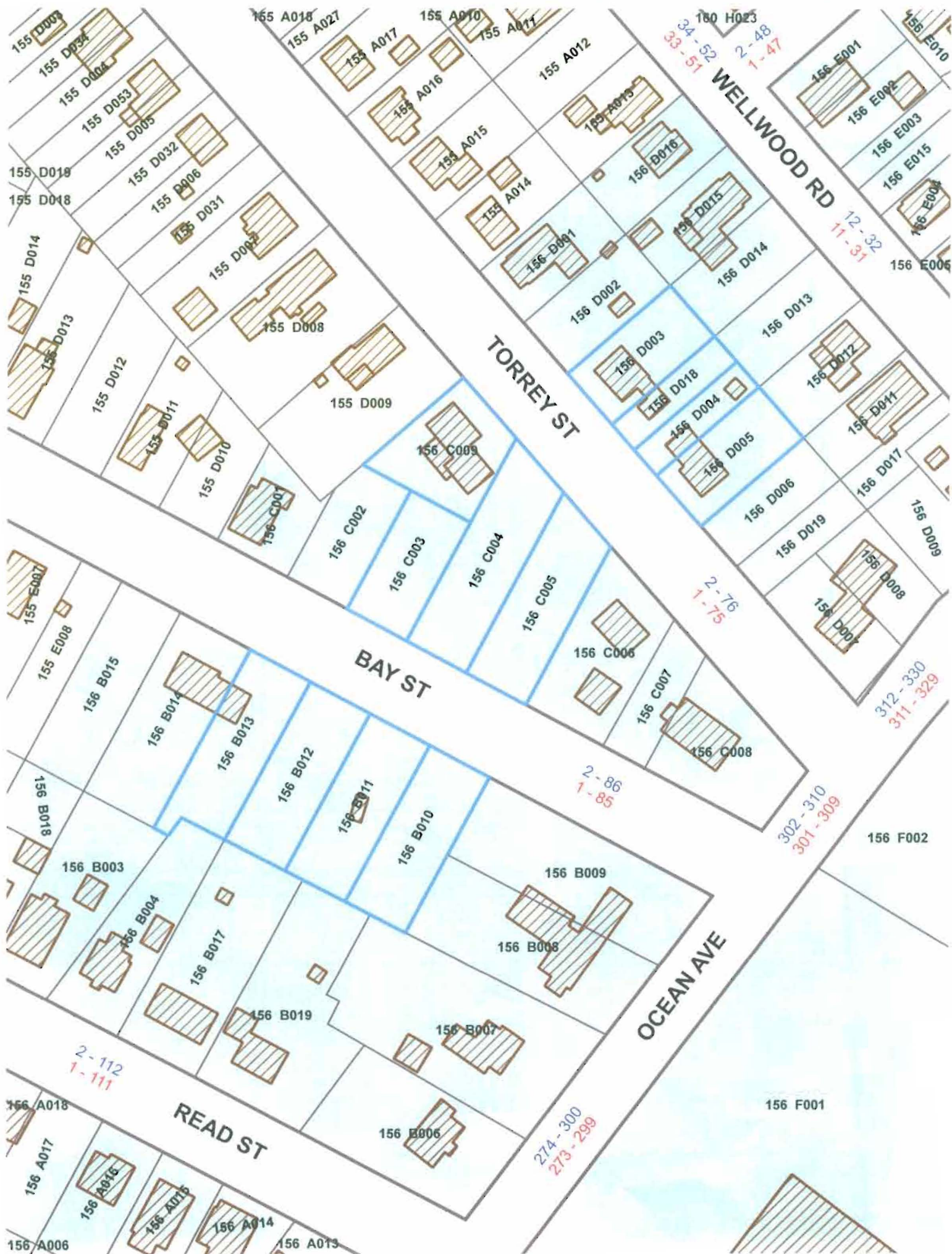
Flood Plains - panel 7 - zone X

2 x 9 = 18

1 x 5 = 5

1 x 5 = 5

1797 sq ft (OK)



155 D001
155 D034
155 D002

155 D053
155 D005

155 D019
155 D018

155 D014
155 D013

155 D012
155 D011

155 D010
155 D009

155 D008
155 D007

155 D006
155 D005

155 D004
155 D003

155 D002
155 D001

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155 E008

156 B015
156 B014

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156 E017
156 E018

156 E019
156 E020

156 E021
156 E022

156 E023

34-52
33-51
2-48
1-47

WELLWOOD RD
12-32
11-31

TORREY ST

BAY ST

OCEAN AVE

READ ST

2-76
1-75

2-86
1-85

302-310
301-309

2-112
1-111

274-300
273-299

156 F002

156 F001



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

July 30 2011

Received from Thompson Construction Co

Location of Work 33 Poyden Ln Portland

Cost of Construction \$ _____ Building Fee: 24,500

Permit Fee \$ _____ Site Fee: 300.00

Certificate of Occupancy Fee: 1,150.00

Total: 2,945.00

Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other F

CBL: 156 6 2014

Check #: _____ **Total Collected \$** 2,945.00

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

Taken by: _____

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



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development Building Inspections Division

Location: 24 TORREY ST

CBL: 156- C-004-001

Issued to: ANGUS & CATHERINE KING

Date Issued: 4/27/2012

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2011-07-1749-SF, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

ENTIRE

USE GROUP R-3, TYPE 5-B, IRC 2009

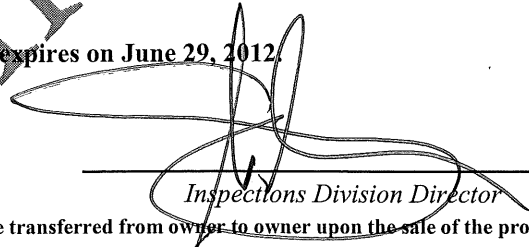
Limiting Conditions: This Temporary Certificate of Occupancy expires on June 29, 2012.

Approved: 

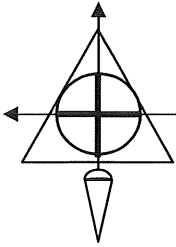
4-27-2012

(Date)

Inspector


Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.



ROBERT T. GREENLAW, PLS

September 23, 2011

The Inspections Department
Attn: Nick Adams
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: Verification of the footers and foundation to be constructed on Bay Street.

On September 22, 2011 I personally verified the location of the footers formed in the foundation hole at the above address.

The proposed foundation corners on the northerly side of the property was measured from property markers and found to be 9 feet from the property line.

The distance from the street line of Bay Street to the foundation was measured and found to be 26.6 feet from the street line.

I measured the southerly setback and found this to be 21.2 feet which is in excess of the 20 foot setback shown on the approved site plans.

These setbacks exceed the required distances for the R-3 zone.

Please feel free to call or email should you have any questions or concerns.

Sincerely,

Robert T. Greenlaw

Robert T. Greenlaw, PLS

Cc: Redfern Properties

134 Portland Ave
Old Orchard Beach, Maine 04064
Bobgreenlaw@myfairpoint.net
207-749-9471



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Receipts Details:

Tender Information: Check , Check Number: 1149

Tender Amount: 75.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 6/14/2012

Receipt Number: 45003

Receipt Details:

Referance ID:	6906	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2011-07-1749-SF - New 2,184 sq. ft single family home			
Additional Comments: 24 Torrey (25 Bay St.)			

Thank You for your Payment!



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development
Building Inspections Division

Location: 24 TORREY ST

Issued to: ANGUS & CATHERINE KING

CBL: 156- C-004-008

Date Issued: 4/27/2012

This is to certify that the building, premises, or part thereof, at the above location, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

ENTIRE

USE GROUP R-3, TYPE 5-B, IRC 2009

Limiting Conditions:

This Temporary Certificate of Occupancy expires on June 29, 2012

Approved:

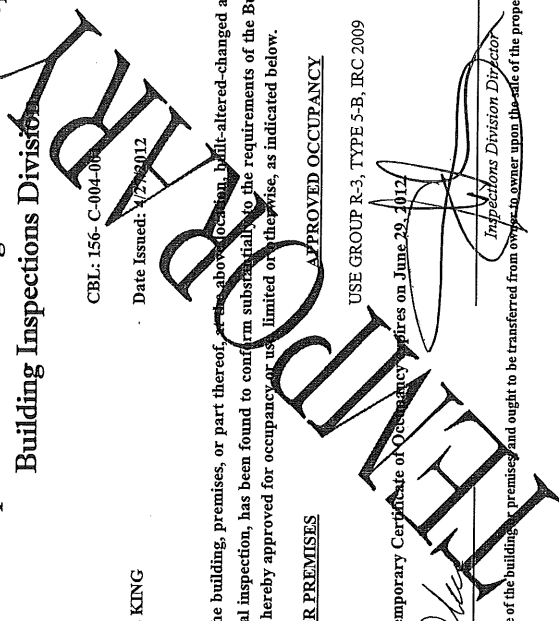
4-27-2012

(Date)

Inspector

Inspector's Division Director

Notice: This certificate identifies the legal use of the building or premises and ought to be transferred from owner to owner upon the sale of the property.





Packing List

PO# 81139347

Ship To: HAM200	Shipping Information
Hammond Lumber Co. (Portland) 300 Riverside St Portland, ME 04103	Truck # 36322 Ship Date Tuesday, May 29, 2012 Load Name 36322AWH-HAM200

Marvin # AWH10265	Order Date 05/15/2012	AWH Order # 914666	PO # 81139347
-------------------	-----------------------	--------------------	---------------

Unit	Ordered	Shipped	Back Ord	S/L	Description
001	1	1	0		Configured Part: Sash for: ()
					0 MARK UNIT -
					1 Configured Part: Sash for:
					2 Stone White Exterior
					3 Stone White Interior
					4 Integrity All Ultrex Awning - Roto Operating
					5 CN 2020
					6 RO 24" X 24"
					7 IG - 1 Lite
					8 Tempered Low E II w/Argon
					9 ***Note: Unit Availability and Price is Subject to Change

RECEIVED
 JUN 14 2012
 Dept. of Building Inspections
 City of Portland Maine

25 Bay Street
 (23) maybe
 King Residence

BVAH
 5/29/12

Hammond Lumber Company

HAMMOND LUMBER PORTLAND

CHARGE
INVOICE
INVOICE: 81141041
INV DT: 05/30/12

INVOICE

AUBURN	POLAND RD	784-4009	1-800-HEY-AUBN	(439-2826)
BANGOR	HAMMOND ST	945-9416	1-866-HEY-BANG	(439-2264)
BELGRADE	ROUTE 27	495-3303	1-800-HEY-BELG	(439-2354)
BRUNSWICK	SPRING STREET	729-9924	1-877-341-2420	(341-2420)
FAIRFIELD	SUMMIT ST	453-7322	1-888-HEY-FAIR	(439-3247)
FARMINGTON	ROUTE 2	778-3518	1-800-HEY-FARM	(439-3276)
GREENVILLE	MINDEN ST	695-4583	1-800-HEY-GRVL	(439-4785)
PORTLAND	RIVERSIDE ST	771-8880	1-888-HEY-PTLD	(439-7853)
SKOWHEGAN	PENNELL ST	474-8122	1-800-HEY-SKOW	(439-7569)

SOLD BY DAVE LARRABEE X4826 POR
PO. NO.

DATE ORDERED 05/10/12 ORDER NO. 81139347
DATE SHIPPED 05/30/12 SHIPMENT 1
SHIP VIA DELV OUR TRUCK CUST NO. 1125606
JOB SITE JOB NO. 7

SOLD TO REDFERN PROPERTIES LLC
P.O. BOX 8816

REDFERN - KING
25 BAY ST

PORTLAND, ME 04104

PORTLAND, ME 04104

GIVE INVOICES TO MLG TO EMAIL

PHONE # (207) 776-0904 JOB #
HOME # CELL # (207) 221-5746

LINE	ITEM	QTY. DELIVERED-U/M	DESCRIPTION	PRICE-SELL U/M	AMOUNT
10	ZIFAWNCN2020	1 EA	MARVIN INTGRTY ALL ULTREX AWNING 2020 SASH ONLY	295.062 EA	295.06DO
				MERCHANDISE:	295.06
				TAX: 5.000%	14.75
				AMOUNT DUE :	309.81

RECEIVED
JUN 14 2012
Dept. of Building Inspections
City of Portland Maine

KING

PLEASE REMIT TO: PO BOX 500,
BELGRADE, ME 04917





CITY OF PORTLAND, MAINE
Department of Building Inspections

Original Receipt

June 30 20 11

Received from [Handwritten Name]

Location of Work [Handwritten Address]

Cost of Construction \$ _____ Building Fee: 2450.00

Permit Fee \$ _____ Site Fee: 500.00

Certificate of Occupancy Fee: 150.00

Total: 2,945.00

Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other [Handwritten]

CBL: 136 C 04

Check #: _____ **Total Collected \$** 2,945.00

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

Taken by: [Handwritten Signature]

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

Donald McPherson - 24 Torrey Street/CofO inspection

From: "Jonathan Culley" <jonathan@redfernproperties.com>
To: <tmunson@portlandmaine.gov>, <dmcpherson@portlandmaine.gov>
Date: 4/26/2012 8:09 AM
Subject: 24 Torrey Street/CofO inspection
CC: "Angus King" <angussking@yahoo.com>

Tammy, Don,

Don McPherson was at 24 Torrey Street for a CofO inspection yesterday. I had a couple concerns and Don requested that I address them with Tammy. Don brought up 3 issues with respect to window safety. They were as follows:

1. Bedroom windows were less than 24" off the ground and therefore need "sash limiters". We have found a "sash limiter" product that does not compromise the "egress" requirement for the window. We hope to have these installed by tomorrow (Friday).
2. The Master Bathroom shower has a very small window that is roughly 54" above the shower floor, and is too small for a person to get through. While a literal interpretation of the Code does require Tempered Glass (less than 60" above glass), I spoke with Nick Adams at rough-in inspection. Because, there is no reasonable danger based on the size and height of the window, Nick was comfortable with the glass not being Tempered.
3. The Guest Room bath was outside of a bathtub, but within 60" of the bathtub on a diagonal line. Don suggested that this glass need to be tempered. We went back and reviewed the Code and we respectfully believe that he is misinterpreting the Code. In this case, the wall in question is not facing the bathrhub. Attached is the actual language in the Code and an analysis from CodeCheck.com:

5. Glazing in enclosures for or walls facing hot tubs, whirlpools, saunas, steam rooms, bathtubs and showers where the bottom exposed edge of the glazing is less than 60 inches (1524 mm) measured vertically above any standing or walking surface.

Exception: Glazing that is more than 60 inches (1524 mm), measured horizontally and in a straight line, from the waters edge of a hot tub, whirlpool or bathtub.

Analysis:

I don't read the new code as requiring all glazing within 60 inches horizontally of the tub to be safety glass. If the glass in question is not part of a tub enclosure, and not in a wall facing the tub, it does not fall within the basic rule preceding the exception. The exception is merely telling us that when there is no enclosure, we don't need to go beyond 5 feet in the requirement for safety glass in the wall facing the tub.

If you have a window that is outside a tub or shower enclosure, it does **not** have to be safety glass, even if within 60 inches horizontally.

Douglas Hansen
 Douglas Hansen
www.codecheck.com

So, in summary, we are working to comply with requirement #1. We are requesting an exception from requirement #2, based on the practical condition (i.e. no possible danger) and based on Nick Adams guidance at rough-in, and on #3, we believe the Code is being misinterpreted (we will be compliant after adding sash limiters).

We would request some guidance on Don's requirements #2 and #3 above.

Jonathan Culley

Redfern Homes LLC | Redfern Properties LLC

Cell: 207-776-9715

Office: 207-221-5746

Fax: 207-221-2822

jonathan@redfernproperties.com

www.redfernhomes.com

www.redfernproperties.com

Memorandum
Department of Planning and Urban Development
Planning Division



TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: April 25, 2012

RE: C. of O. for # 24 Torrey Street, a.k.a. 23 Bay Street
Culley Single Family Home
(Id#2011-07-1749- SF) (CBL 156 C 004001)

After visiting the site, I have the following comments:

Site work complete:

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

Cc: Tammy Munson, Inspection Services Manager
Barbara Barhydt, Development Review Services Manager
File: 1 Solution