

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

Permit No: 04-1160	Issue Date: 14	CBL: 158 A009001
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Location of Construction: 91 Brookside Rd	Owner Name: Doyon Joel S & Jeanne E Jts	Owner Address: 91 Brookside Rd	Phone:
Business Name:	Contractor Name: Sebago Lake Pools	Contractor Address: 629 Lower Main St. Gorham	Phone: 2078561000
Lessee/Buyer's Name	Phone:	Permit Type: Swimming Pools	Zone: R-3

Past Use: single family	Proposed Use: single family - build 14' x 36' swimming pool	Permit Fee: \$273.00	Cost of Work: \$28,000.00	CEO District: 4
		FIRE DEPT: N/A <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied	INSPECTION: Use Group: R-3/Pool BOCA 1999 Signature: [Signature]	

Proposed Project Description: build 14' x 36 swimming pool	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied Signature: _____ Date: _____
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Permit Taken By: tmm	Date Applied For: 08/13/2004	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. 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 checked="" type="checkbox"/> Shoreland <i>Within 250'</i> <input type="checkbox"/> Wetland <i>Will be pond 75'</i> <input checked="" type="checkbox"/> Flood Zone <i>Panel 7 Zone X</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM <input type="checkbox"/> Date: 8/13/04	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: 8/13/04

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

BUILDING PERMIT INSPECTION PROCEDURES

Please call ~~874-8703~~ or 874-8693 to schedule your inspections as agreed upon

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

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

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

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection: Prior to pouring concrete *Subbacks*
- Re-Bar Schedule Inspection: Prior to pouring concrete
- ~~Foundation~~ Inspection: Prior to placing ANY backfill *Backfill*
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

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

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

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

[Signature]

Signature of Applicant/Designee

8/13/04

Date

[Signature]

Signature of Inspections Official

8/13/04

Date

CBL: 158-A-9

Building Permit #:

1160

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 041160

Please Read Application And Notes, if Any, Attached

This is to certify that Doyon Joel S & Jeanne E Jts Boago La

has permission to build 14' x 3 6 swimming pool

AT 91 Brookside Rd 158 A009001

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

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is altered or closed-in. HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature]
8/13/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



Hookay

Pool Installation/Construction Permit Application

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

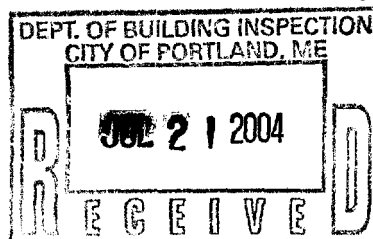
Location/Address of Construction: <u>91 Brookside Rd Portland, Me 04103</u>		
Total Square Footage of Proposed Structure <u>738 sq. ft.</u>	Square Footage of Lot <u>23377</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>158</u> Block# <u>A</u> Lot# <u>9</u>	Owner: <u>Joel & Jeanne Doyon</u>	Telephone: <u>761-8028</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>91 Brookside Rd Portland Me 04103 761-8028</u>	cost Of Work: \$ <u>28,500.00</u> Fee: \$ _____
Dimensions of pool: <u>14' x 30' 10"</u> Above or below ground: <u>below</u>		
Dimensions of decking and/or any platforms, sheds, or other structures: <u>574 sq ft on concrete patio</u>		
Contractor's name, address & telephone: <u>Sebaso Lake Pools 856-1000 629 Lower Main St. Gorham</u>		
Whom should we contact when the permit is ready: <u>Jeanne or Joel Doyon</u>		
Mailing address: <u>91 Brookside Rd Portland Me 04103</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>761-8028</u>		

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

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>Jeanne Doyon</u>	Date: <u>7/09/04</u>
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This is NOT a permit; you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



POOLS PERMIT APPLICATION CHECKLIST

The following submissions are required at the time of application. Incomplete applications will be held until missing information is submitted, at which time the approval process will begin.

- 1 copy of the deed if you have owned the property less than 365 days.
- 1 copy of a legible site/plot plan showing specific locations and dimensions of all existing and proposed structures, their distances from property lines, your property lines, any easements or rights of way, and all existing and proposed walkways. The plan must show all proposed additions/alterations/accessory structures with dimensions and specific locations.
- 1 copy of the building/construction plan: If your plans are larger than 11" x 17" we will need one copy on paper no larger than 11" x 17" of all submissions. We cannot accept applications without the reduced submission. Electronic plans may be submitted in place of the 11" x 17" copies, and must be in the PDF format. Structural drawings on how the pool will be built or assembled must be included; details from the manufacturer are best.
- The proposed construction area must be staked out for a site plan visit to confirm dimensions on the plot plan. Property pins in relation to proposed construction must be viewable if proposed setback is within 1' of minimum setback. If no property pins are viewable, it is the responsibility of the owner to secure survey services to ensure verification of property line.

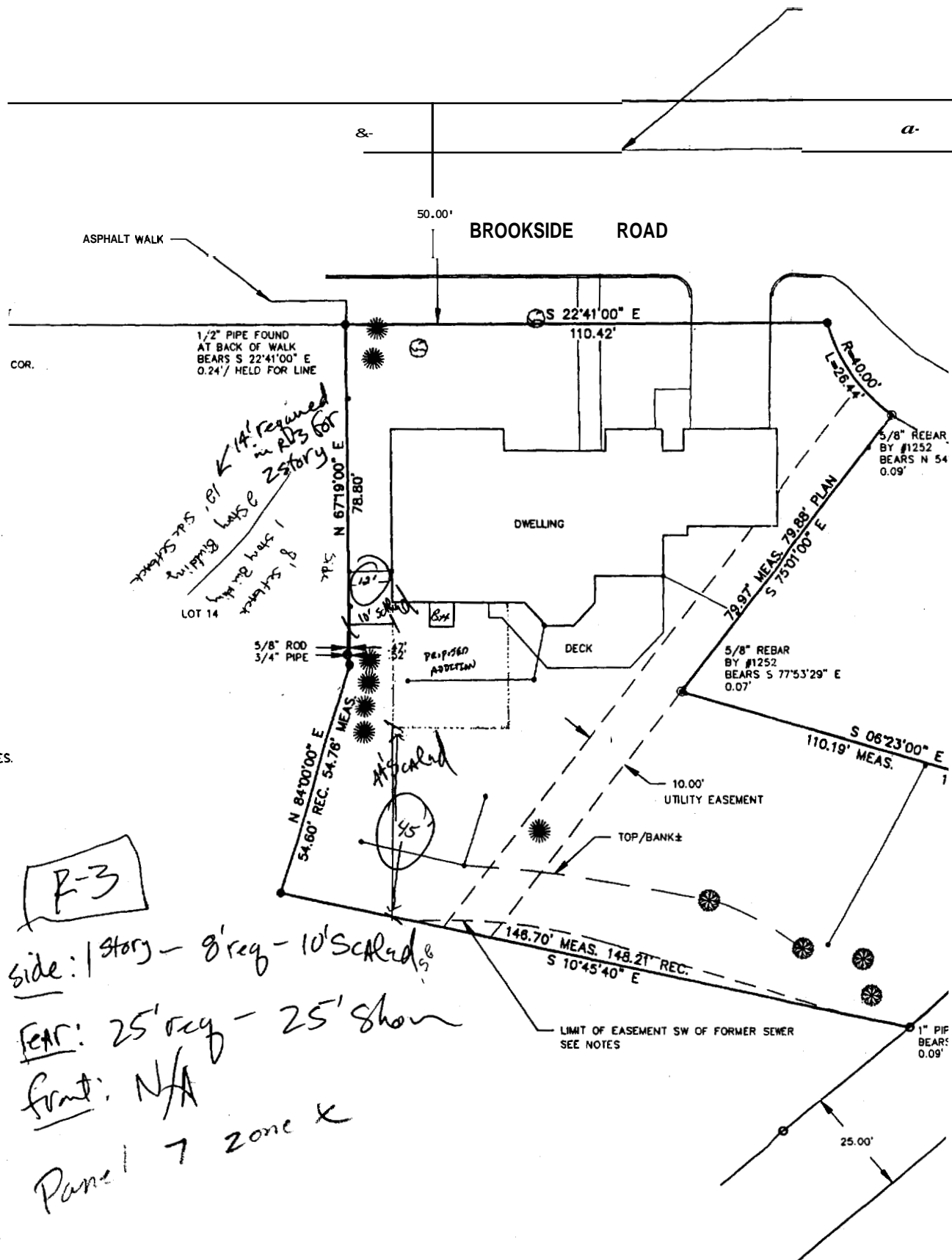
A COMPLETE SET OF CONSTRUCTION DRAWINGS INCLUDES THE FOLLOWING:

- Cross-Sections w/Framing details of all decks, stairs, gates, doorways. Include how any decking is connected to the pool or other structures,
- All walkways must be shown in detail as stated in 421.5.4 and barriers (fencing, gates, latches) 421.9, 421.10
- Stair and handrail details
- Ladder protection and/or fencing *ENTIRE YARD IS FENCED IN*

All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.

PERMIT HOLDERS ARE REQUIRED TO ARRANGE FOR INSPECTIONS AT THE FOLLOWING TIMES:

- Pre-installation meeting in Inspections Office
- Pool location inspection prior to start
- Pool electrical and grounding prior to backfill or covering any conductors, including conduit, wires, junction boxes, etc.
- Final Electrical Inspection
- Final Occupancy Inspection



Handwritten notes:
 7x7x75 7x5 18' ← 14' required in R/S for building base 2 story
 14' req. back of walk
 14' req. back of walk
 14' req. back of walk

P-3

Handwritten notes:
 side: 1 story - 8' req - 10' scaled
 rear: 25' req - 25' shown
 front: N/A
 Panel 7 zone X

- LEGEND**
- IRON am SET
 - ⊙ IRON ROD FOUND
 - IRON PIPE FOUND

GRAN MON. FD W/ PLUG

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

Current Owner Information

Card Number	1 of 1
Parcel ID	158 A009001
Location	91 BROOKSIDE RD
Land Use	SINGLE FAMILY
Owner Address	DOYON JOEL S & JEANNE E JTS 91 BROOKSIDE RD PORTLAND ME 04103
Book/Page	11691/165
Legal	158-A-9 BROOKSIDE RD 93 23877 SF

Valuation Information

Land	Building	Total
\$87,990	\$243,080	\$331,070

Property Information

Year Built 1954	Style Contemp	Story Height 1	sq. Ft. 4012	Total Acres 0.548	
Bedrooms 3	Full Baths 3	Half Baths 1	Total Rooms 9	Attic Full Finsh	Basement Full

Outbuildings

Type	Quantity	Year Built	size	Grade	Condition
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Sales Information

Date 10/31/1994	Type LAND + BLDING	Price \$269,000	Book/Page 11691-165
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Picture and Sketch

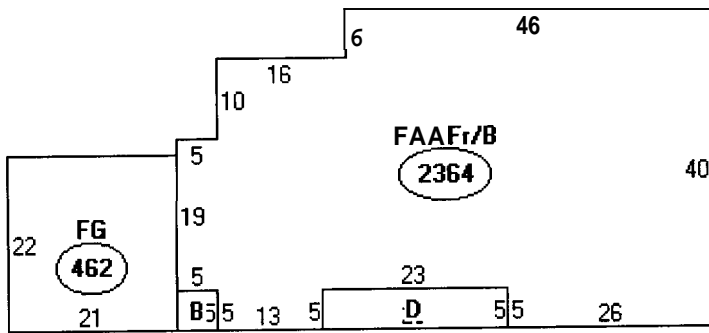
Picture Sketch

[Click here](#) to view Tax Roll Information.

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







Descriptor/Area

A:FA/1Fr/B
2364 sqft

B: OFF
25 sqft

C: FG
462 sqft

D: OFF
115 sqft

RE: EASEMENT
AFFIDAVIT

**AFFIDAVIT OF PETER S. PLUMB
IN THE MATTER OF JOELS. DOYON AND JEANNEE. DOYON
PROPERTY AT 91 BROOKSIDE ROAD
PORTLAND, MAINE**

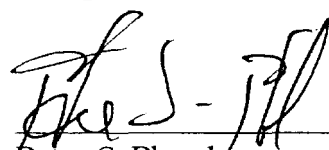
**RE:: STEWART TITLE GUARANTY COMPANY
POLICY No. 0-9993-311140
SUBJECT: EASEMENT RESERVED BY HAZEL B. WHITTEN
IN DEED TO JOHN B. TALBOT AND JEAN H. TALBOT
DATED JULY 16,1979 and RECORDED IN THE CUMBERLAND COUNTY
REGISTRY OF DEEDS IN BOOK 4458 PAGE 182**

Peter S. Plumb being first duly sworn deposes and says as follows:

1. My name is Peter S. Plumb and I am an attorney duly licensed to practice law in the State of Maine. I maintain my office at the firm of Murray, Plumb & Murray, 75 Pearl Street, Portland, Maine.
2. In an effort to determine what rights and obligations might exist pursuant to an easement reserved in a Warranty Deed from Jean H. Talbot to Joel S. Doyon and Jeanne E. Doyon, which deed is dated October 31,1994 and is recorded in the Cumberland County Registry of Deeds in Book 1169 Page 165, my office undertook to research the applicable records of the Cumberland County Registry of Deeds. The easement in question is generally described as a "ten foot wide strip of land except that portion thereof now occupied by the existing house...". The easement is generally shown on a "Plan of Land" prepared by Walt Dunlap PLS for Joel and Jeanne Doyon dated September 7, 1995, copy of which is attached as Exhibit A. A copy of the deed from Jean Talbot to the Doyons is attached as Exhibit B. A copy of the recorded Plan for the Brookside Development, of which this parcel is a portion, is attached as Exhibit C. The easement in question is not shown on the Development Plan.
3. Research of the applicable records show that the easement in question was first created and reserved by Hazel B. Whitten in her deed to John B. Talbot and Jean H. Talbot, which deed is dated July 16,1979 and is recorded in the Cumberland County Registry of Deeds in Book 4458 Page 182. A copy of that deed is attached as Exhibit D. No similar easement was reserved by any prior owner of the property, including specifically the Grantors of the parcel, Benson and Grant Co. by deed to Hazel B. Whitten dated October 26,1954 and recorded in the said Registry in Book 2204 Page 133, and Eugene A. Boone et al by deed to Hazel Whitten dated June 12,1963 and recorded in Book 2656 Page 391.

- 4. Both at the time Hazel Whitten acquired the property in question and at the time of its conveyance to John B. and Jean Talbot, Hazel Whitten owned no other property in the area, and specifically no abutting property to which the reserved easement might become appurtenant.
- 5. Further, the records disclose no conveyance by Hazel Whitten or any entity or person purporting to be an heir or assign of her rights, if any, in and to the reserved easement.
- 6. There is no external evidence on the ground of any utilities of the sort described in the reserved easement having been located thereunder, although no excavation has been performed.
- 7. The whereabouts of Hazel B. Whitten are presently unknown. She has no listed address or telephone number in the Greater Portland area, and a search of the "big yellow" internet search system discloses no person by that name with any telephone number in all of Maine. There are no probate records for Hazel B. Whitten in Cumberland County.
- 8. In my opinion, the rights of Hazel B. Whitten and her heirs and assigns, if any, have been extinguished by operation of law, inasmuch as there is not now and does not ever appear to have been any abutting property to which the easement could attach.

DATED at Portland, Maine this 17 day of September 1997.

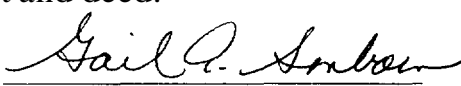


 Peter S. Plumb

STATE OF MAINE
 Cumberland, ss.

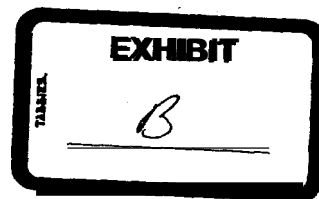
September 17, 1997

Personally appeared before me the above-named Peter S. Plumb and made oath that the foregoing Affidavit is his free act and deed.



 Notary Public
 Gail A. Sanborn

B. 11691
P. 165
11/1/94



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Jean H. Talbot of 91 Brookside Road, Portland, County of Cumberland and State of Maine, for consideration paid, grant to Joel S. Doyon and Jeanne E. Doyon of 420 Palmer Avenue, Portland, County of Cumberland and State of Maine, As Joint Tenants With Rights of Survivorship with WARRANTY COVENANTS,

PARCEL I:

A CERTAIN lot or parcel of land, with all buildings and improvements thereon situated on the westerly side of Brookside Road in the City of Portland, County of Cumberland and State of Maine, being lot numbered 15 as delineated on Plan of Brookside recorded in Cumberland County Registry of Deeds in Plan Book 38, Page 53.

BEING the same premises as conveyed to Hazel B. Whitten by Benson & Grant Co. by deed dated October 26, 1954 and recorded in the said Registry of Deeds in Book 2204, Page 133.

PARCEL II:

A CERTAIN lot or parcel of land with all improvements thereon, situated in said Portland and abutting, in part, the westerly boundary of Parcel I described hereinabove and being all that portion of the premises described in a conveyance from Eugene A. Boone et al to Hazel B. Whitten by deed dated June 12, 1963 and recorded in said Registry of Deeds in Book 2756, Page 391 lying easterly of the easterly boundary of an easement granted by Hazel B. Whitten to Portland Water District by deed dated December 16, 1975 and recorded in the said Registry of Deeds in Book 3783, Page 285.

RESERVING from Parcels I and II hereinabove described, for the benefit of Hazel B. Whitten, her heirs, executors, administrators, and assigns the perpetual right to enter at any and all times upon a ten (10) foot wide strip of land, except that portion thereof now occupied by the existing house, running along the southerly boundary of Parcel I hereinabove described on a course of S 75° 01' E and continuing on the same course to the westerly boundary of parcel II hereinabove described for the sole purpose of laying and maintaining underground utility services together with the right to enter upon Parcels I and II hereinabove described within fifteen (15) feet of said ten (10) foot wide strip, except that portion of said fifteen (15) foot wide strip now occupied by the existing house, for the purpose of laying and maintaining said utilities under said ten (10) foot wide strip. Hazel B. Whitten herein covenants and agrees for herself, her heirs, executors, administrators and assigns, that in the event of any exercise of the within described utility easement, the holder thereof shall forthwith restore the surface of the easement area and abutting area to the surface condition as it existed immediately prior to such exercise.

THE ABOVE-DESCRIBED premises are hereby conveyed subject to the rights of others in and to a strip of land described as "EAST SIDE INTERCEPTING SEWER", as delineated in said Plan of Brookside.

THE ABOVE-DESCRIBED premises are also subject to an easement granted by Hazel B. Whitten to the Portland Water District by deed dated December 16, 1975 and recorded in the said Registry of Deeds in Book 3738, Page 205.

THE ABOVE-DESCRIBED premises are also conveyed subject to right of others to a right of way as described in the following conveyances from Eugene A. Boone et al; to Maurice A. Sandler et al by deed dated December 4, 1959 and recorded in said Registry in Book 2515, Page 388; to Ethel M. Logan by deed dated February 4, 1960 and recorded in said Registry in Book 2708, Page 27; and to Carl K. Ross et al by deed dated June 17, 1960 and recorded in said Registry in Book 2611, Page 371.

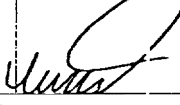
OK

This OK'd by Jeannie

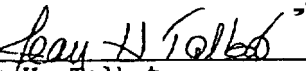
ALSO hereby conveying the right perpetually to enter at any and all times for any and all purposes upon a twenty-five (25) foot wide strip of land running along the easterly boundary of the remaining portion of the property not herein conveyed and which property was conveyed to Hazel B. Whitten by said deed of Eugene A. Boone et al recorded in said Registry of Deeds in Book 3783, Page 285 and abutting Parcel II hereinabove described.

Meaning and intending to describe and convey all and the same premises as conveyed to John P. Talbot and Sean H. Talbot by Warranty Deed of Hazel B. Whitten dated July 16, 1979, recorded with the Cumberland County Registry of Deeds at Book 4458, Page 182. Also referencing a Quitclaim Deed from John P. Talbot to Jean H. Talbot dated October 14, 1993 and recorded in said Registry of Deeds in Book 11018, Page 5.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of October, 1994.



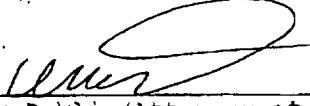
Witness

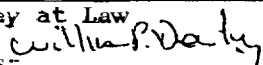


Jean H. Talbot

STATE OF Maine
COUNTY OF Cumberland

On this 31st day of October, 1994, personally appeared the above-named Jean H. Talbot, and acknowledged the foregoing to be her free act and deed.



Notary Public/Attorney at Law
My Commission Expires: 

18192
WARRANTY DEED

TALBOTS

0

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Know all Men by these Presents,

That I, HAZEL B. WHITTEN of Portland, County of Cumberland
and State of Maine,
In consideration of One (\$1.00) Dollar and other valuable considerations

paid by JOHN P. TALBOT & JEAN H. TALBOT of Portland, County of
Cumberland and State of Maine,
whose mailing address is 330 Spring Street, Portland, Maine

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and
convey unto the said John P. Talbot and Jean H. Talbot, as joint tenants
and not as tenants in common, their

heirs and assigns forever,

PARCEL I:

A certain lot or parcel of land, with all buildings and improvements
thereon situated on the westerly side of Brookside Road in Portland,
County of Cumberland and State of Maine, being lot numbered 15 as
delineated on Plan of Brookside recorded in Cumberland County
Registry of Deeds in Plan Book 38, Page 53.

Being the same premises as conveyed to the Grantor herein by Benson
& Grant Co. by deed dated October 26, 1954 and recorded in the said
Registry of Deeds in Book 2204, Page 133.

PARCEL II:

A certain lot or parcel of land with all improvements thereon,
situated in said Portland and abutting, in part, the westerly
boundary of Parcel I described hereinabove and being all that
portion of the premises described in a conveyance from Eugene A.
Boone et al to the Grantor herein by deed dated June 12, 1963 and
recorded in said Registry of Deeds in Book 2856, Page 391 lying
easterly of the easterly boundary of an easement granted by the
Grantor herein to Portland Water District by deed dated December
16, 1975 and recorded in the said Registry of Deeds in Book 3783.
Page 285.

Reserving from Parcels I and II hereinabove described, for the
benefit of the Grantor herein, her heirs, executors, administrators,
and assigns, the perpetual right to enter at any and all times upon a
ten (10) foot wide strip of land, except that portion thereof now
occupied by the existing house, running along the southerly boundary
of Parcel I hereinabove described on a course of S 75' 01' E and
continuing on the same course to the westerly boundary of Parcel II
hereinabove described for the sole purpose of laying and maintaining
underground utility services, together with the right to enter upon
Parcels I and II hereinabove described within fifteen (15) feet of
said ten (10) foot wide strip, except that portion of said fifteen
(15) foot wide strip now occupied by the existing house, for the
purpose of laying and maintaining said utilities under said ten (10)
foot wide strip. The Grantor herein covenants and agrees for
herself, her heirs, executors, administrators and assigns, that in
the event of any exercise of the within described utility easement,
the holder thereof shall forthwith restore the surface of the
easement area and abutting area to the surface condition as it
existed immediately prior to such exercise.

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The above-described premises are hereby conveyed subject to the rights of others in and to a strip of land described as "EAST SIDE INTERCEPTING SEWER", as delineated in said Plan of Brookside.

The above-described premises are also conveyed subject to an easement granted by Hazel B. Whitten to the Portland Water District by deed dated December 16, 1975 and recorded in the said Registry of Deeds in Book 3738, Page 235.

The above-described premises are also conveyed subject to right of others in and to a right of way as described in the following conveyances from Eugene A. Boone et al: to Maurice A. Sandler et al by deed dated December 4, 1959 and recorded in said Registry in Book 2515, Page 388; to Ethel M. Logan by deed dated February 4, 1960 and recorded in said Registry in Book 2708, Page 27; and to Carl K. Ross et al by deed dated June 17, 1960 and recorded in said Registry in Book 2611, Page 371.

RIGHT OF FIRST REFUSAL:

The Grantor herein hereby grants to the Grantees herein a right of first refusal as follows: If the Grantor herein shall receive a bona fide offer to purchase that portion of the property conveyed to the Grantor herein by Eugene A. Boone et al by deed dated June 12, 1963 and recorded in said Registry of Deeds in Book 2756, Page 291 not hereby conveyed, the Grantor herein shall deliver to the Grantees herein by certified mail, return receipt requested, a photocopy of the proposed contract with the name of the proposed Buyer deleted and shall notify Grantees of her intention to accept said offer. Grantees shall have the right within ten (10) days of receipt of said photocopy to accept the terms of said contract in writing and within thirty (30) days thereafter to purchase the property at the same price and on the same terms and conditions as specified in said contract. If the Grantees herein shall not so elect within said ten (10) day period, the Grantor herein may then sell the property to said buyer provided the said sale is on the terms and conditions and for the price set forth in said contract.

The right of first refusal shall not apply to transfers by mortgage deed but shall remain in effect after any such transfer

In the event the Grantees herein fail to execute this right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, this right of first refusal shall remain in effect.

This conveyance is made subject to current real estate taxes which the Grantees herein, by acceptance of this deed, do hereby assume and agree to pay.

Also hereby conveying the right perpetually to enter at any and all times for any and all purposes upon a twenty-five (25) foot wide strip of land running along the easterly boundary of the remaining portion of the property not herein conveyed and which property was conveyed to Hazel B. Whitten by said deed of Eugene A. Boone et al recorded in said Registry of Deeds in Book 3783, Page 285 and abutting Parcel 11 hereinabove described.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said John P. Talbot & Jean H. Talbot, as joint tenants and not as tenants in common, their

heirs and assigns, to them and their use and behoof forever.

And I do covenant with the said Grantee and their heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances except as aforesaid;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and

that I and my heirs shall and will warrant and defend the same to the said Grantee, their heirs and assigns forever, against the lawful claims and demands of all persons, except a quitclaim covenant only is given as to Parcel II described hereinafore.

In Witness Whereof, I, the said Hazel B. Whitten

and David F. Whitten

husband/wife of the said Hazel B. Whitten

Joining in this deed as Grantee, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hand and seal this 16th day of the month of July, A.D. 1979.

Signed, Sealed and Delivered

in presence of

Richard D. Wilbur

Hazel B. Whitten
Hazel B. Whitten

H. P.

David F. Whitten

David F. Whitten

State of Maine, County of Cumberland as: July 16, 1979.

Then personally appeared the above named Hazel B. Whitten

and acknowledged the foregoing instrument to be her free act and deed.

Before me,

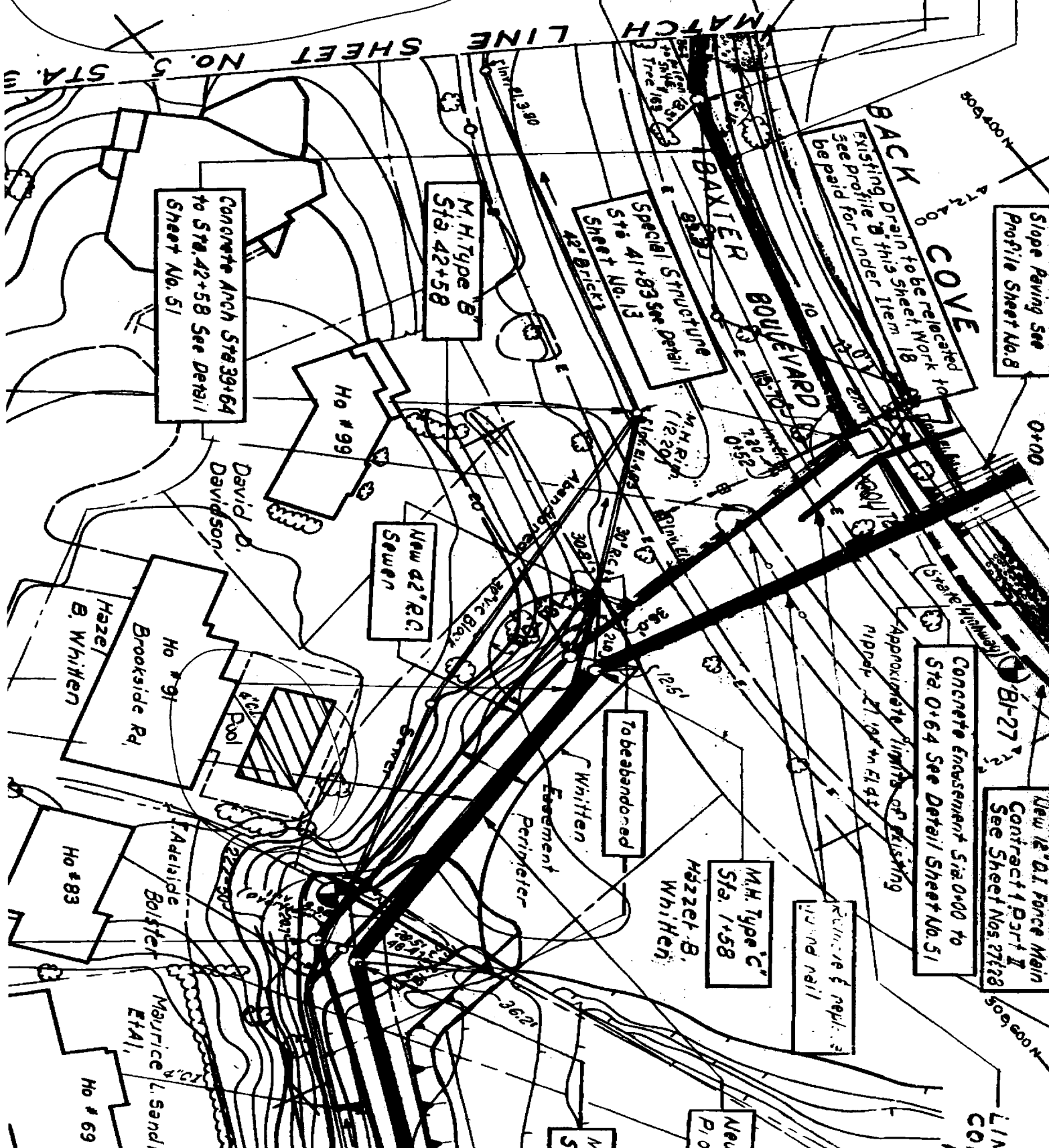
Richard D. Wilbur

Justice of the Peace
Notary Public
Attorney at Law

JUL 16 1979

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 3:55 P.M. and recorded in
BOOK 4458 PAGE 182 *Leah J. Dittus* Deputy Register

To: Jeannie Bourke City of Portland	Date: 7/28/04	Portland Water District 255 Douglas St. - Portland, ME 04102 (207) 774-2001 - Fax (207) 761-8307
Dept: Code Eng.	From: Norm Twaddel	
Fax No: 874 8716	Phone #	Fax #



MATCH LINE SHEET NO. 5 STA. 3

2" D.I. Drain Profile "2" Sheet

M.H. Type "B" Sta. 39+83

New 48" R.C. Sewer

limits of existing to El. 4±

WORK F 1

Slope Paving See Profile Sheet No. 8

COVE

BACK Drain to be relocated. Existing Profile B this Item 18 See Profile for under Work be paid for under

BAXTER BOULEVARD
Special Structure Sta. 41+83 See Detail Sheet No. 13
42" Bricks

M.H. Type B Sta. 42+58

Concrete Arch Sta. 39+64 to Sta. 42+58 See Detail Sheet No. 51

New 42" R.C. Sewer

Concrete Encasement Sta. 0+00 to Sta. 0+64 See Detail Sheet No. 51

New 12" D.I. Force Main Contract 1 Part I See Sheet Nos. 27+28

M.H. Type "C" Sta. 1+58

Hazel B. Whitten

to be abandoned

Whitten

Perimeter Encasement

Hazel B. Whitten Brookside Rd.

Ho # 91

Ho # 83

Adelaide Bolster

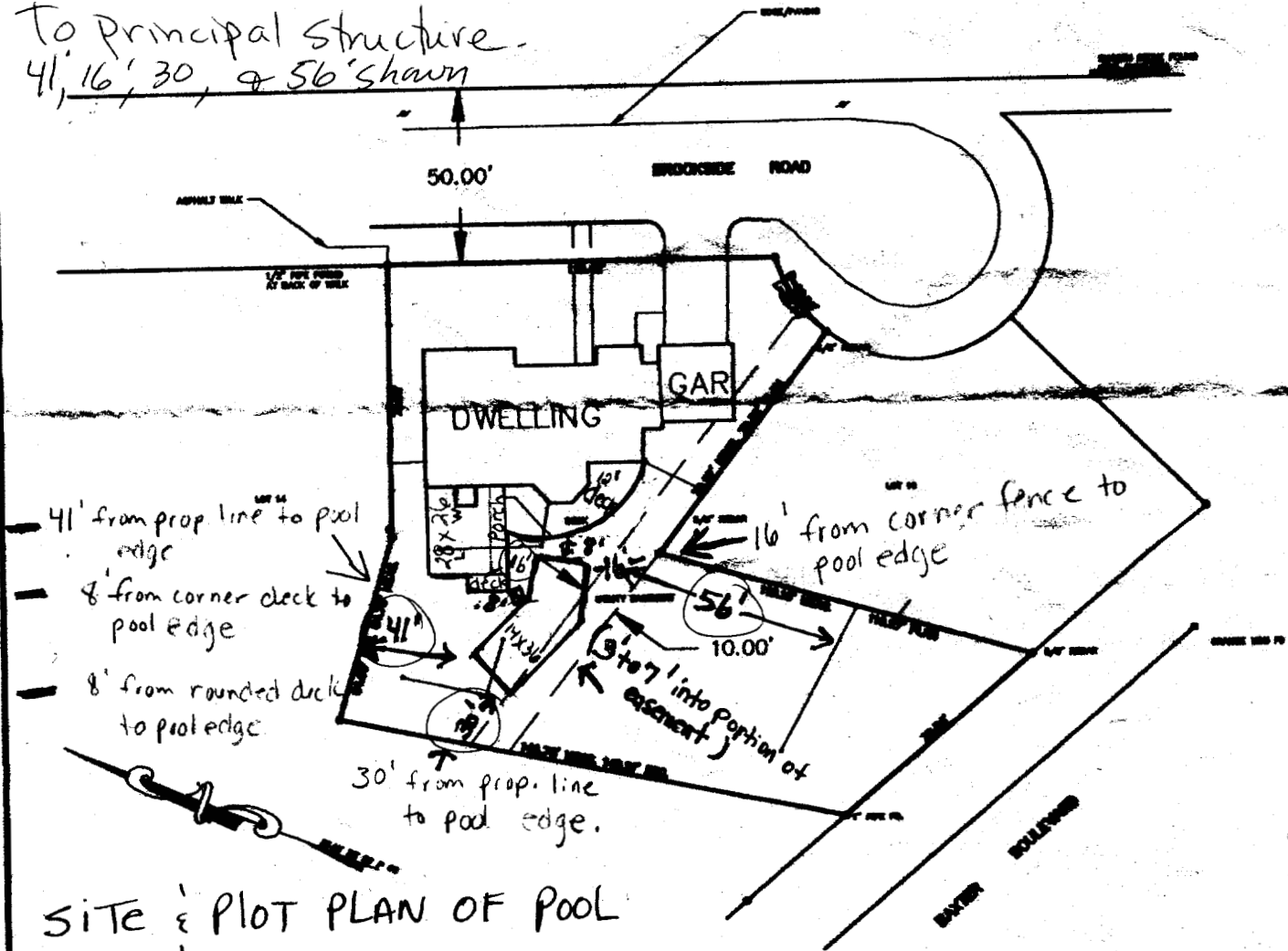
Maurice L. Sandk

Ho # 69

R3 Zone

WALT DUNLAP, LAND SURVEYOR
MORTGAGE LOAN INSPECTION
PO BOX 377 - CUMBERLAND - ME - 04021
FAX/PHONE: 207 - 829 - 4200

10' Required Setback
to Rear & Side Lines &
To Principal Structure.
4', 16', 30', & 56' shown



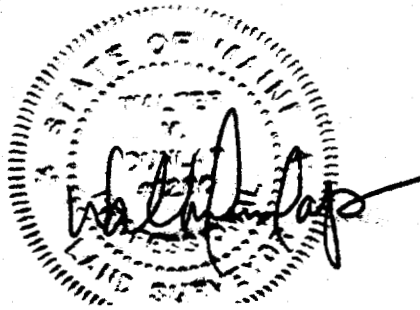
Site & Plot Plan of Pool

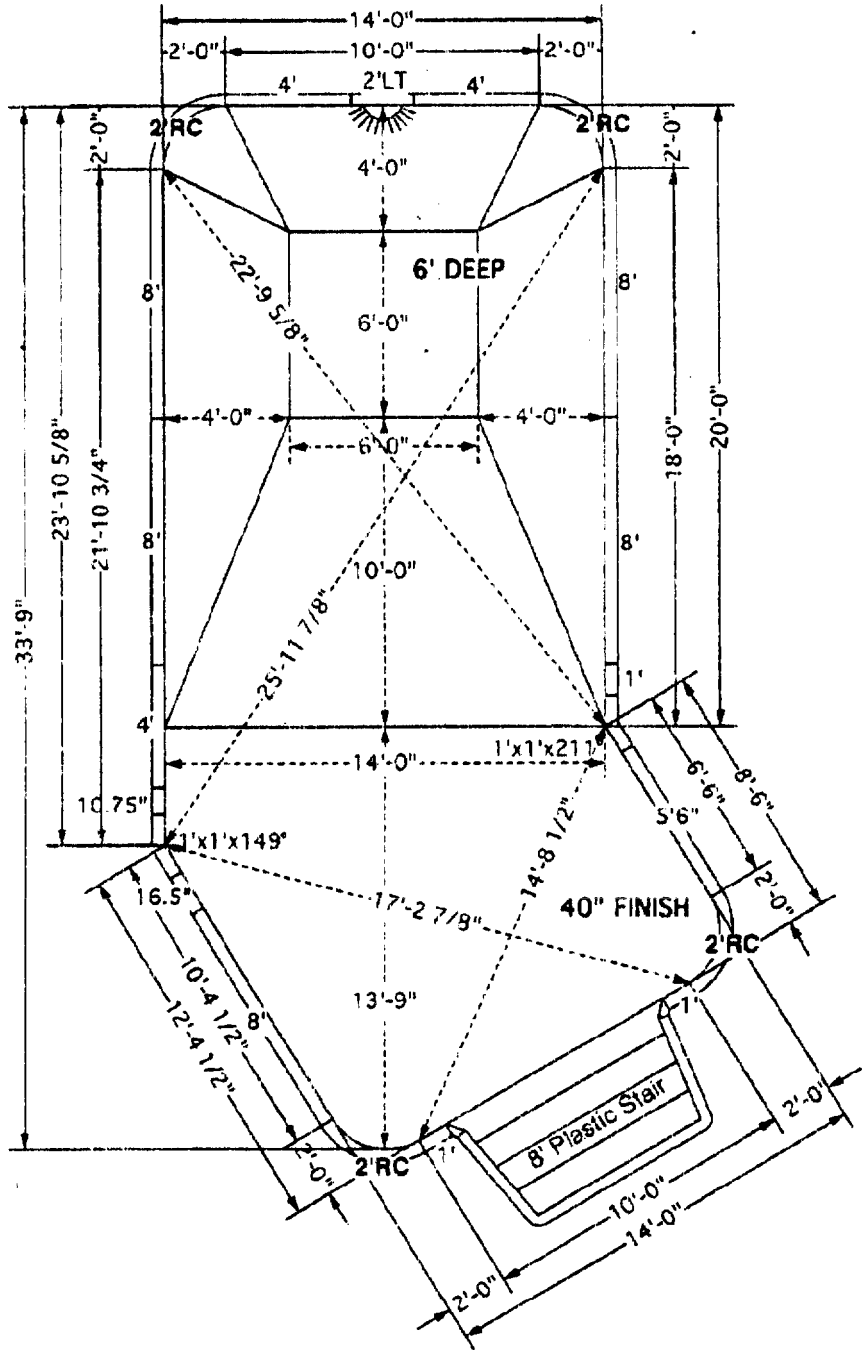
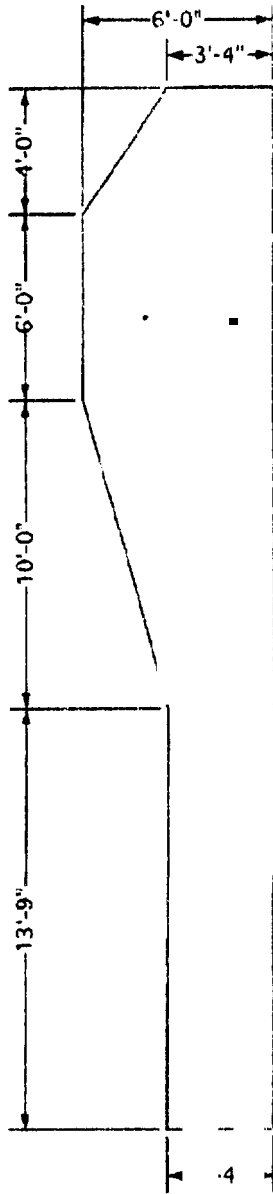
THIS IS NOT A BOUNDARY SURVEY

I HERBY CERTIFY TO: PEOPLE'S HERITAGE SAVINGS BANK
AND ITS TITLE INSURER
THAT THE STRUCTURE(S) SHOWN ON THIS SKETCH DID CONFORM
WITH LOCAL ZONING LAWS IN EFFECT AT THE TIME OF CONSTRUCTION AND
THAT THE PROPERTY DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE.

91 BROOKSIDE RD.

CITY OF PORTLAND, COUNTY OF CUMBERLAND
DEED BOOK 11691 PAGE 165
PLAN BOOK 38 PAGE 53
DATED 4/22/97 SCALE: 1" = 50' FB -
NB # 97003P






Non-Diving Pool

DANGER

NO DIVING IN SHALLOW END OF POOL



DIVING MAY CAUSE PERMANENT INJURY, PARALYSIS OR DEATH
 (NSPI) These dig dimensions comply with the National Spa and Pool Institute suggested a narrow standard for residential pools. WARNING: DO NOT DIVE AT THIS SHALLOW END. If diving boards or slides are to be used with these pools please consult the manufacturer's instructions and the National Spa and Pool Institute's minimum standards prior to installing diving boards or slides on your pool. For information concerning NSPI minimum standards, visit National Spa and Pool Institute, 911 Southwestern Avenue, Alexandria, VA 22304, 703/544-0200

Date: 7/14/04	 The Pool Depot, Inc.™ Number One in Quality and Service. Forbes Road Newmarket Industrial Park Newmarket, NH 03857 PHONE (603)659-4465 FAX (800)595-0222
Title: 14' x 33'9" Lazy Ell	
Drafter: JLC	
File Name: <i>Doynon</i> tpd-SEBAGO- XXXXXX <i>Portland</i>	
Area: 453 sq. ft.	
Perimeter: 89'4"	
NSPI Type 0	
WE DELIVER POOL KITS FASTER!	

DAMAGE TO POOL DUE TO CLOSING IS NOT UNDER WARRANTY IF THE POOL IS NOT CLOSED BY SEBAGO LAKE POOL

629 Lower Main St., (Rte. 25)
Gorham, ME 04038
207-858-1000 OR 207-858-7000

Approx. Concrete Deck Size Option

Sebago Lake Pools



Salesperson Shawn Mitchell or Joel
For Mr or Ms Jeanne Dwyer or Joel

Address 91 Brookside rd. Portland ME 04103
Home Phone: 761-8020 Work Phone: 939-4901 Fax: 797-3535

Directions: Take Forest Ave to Rte 101 and Store Behind Rite Aid
Take Ocean Ave past Cleveris High School and turn right on (R)
Brookside those on End of street on (R) yellow house.

[Rocks etc will be coping in from backside Blvd] (Non-Diving pool)

Pool Size/Shape: Lazy L Size 8' x 10' 2" RT Radius 6'6" Deep End 15,005.00
Steps yes Location End 1,595.00
Bracing Type A-Frame Type yes Extra Heavy Duty Galvanized Steel Wall yes
Deck Support System Compacted yes
Concrete Collar Around Pool Wall Underground Amount 6-8 yards
Bottom Preparation Pool Base yes Type Concrete & Vermiculite Bottom Our Best yes
Liner Vin-A-All Type 28/20 Dura-Wall Color (Color)
Safety Ropes & Float Yes Deep-End Stainless Steel Ladder Yes Number 1

Grab Rail, Stainless Steel Included & Grab Rail Mount yes
Filter Hayward Size 1 Hp Type Pro Series Sand
Pump & Motor Hayward Size 1 Hp Type Super pump
Skimmer & Support Hayward yes Type Widemouth yes Number 2 yes
Inlets Haywards Type yes Returns yes Number 2

Diving Board & Diving Board Mount yes
Fiberglass Slide yes Color yes Type Right yes
Heater Hayward Size 250,000 BTU Propane yes 250,000 1,995.00
BTU Type: Natural

Pool Decking Concrete Brush Type Concrete Brush Square ft. yes
Cleaning Equipment yes Vac Head yes Handle yes Hose yes
Skim Vac Adapter yes Chemical Start-Up yes Pool Water Balance yes
Solar Cover yes 500 Watt Under Water Light yes Cost Free

Not Covered Under Warranty: Water yes Amount 2 Loads 500.00
Electrical Cost for pump & light if purchased yes 1,375.00
Winter Cover Type Secura - clean Cost 1,675.00
pool timer 245.00

Note cracks may occur due to weather or shrinking

1. Temporary Fencing Customer's Responsibility
 2. Damage to Pools Due to Closing of Pool is Not Under Warranty if the Pool is Not Closed by Sebago Lake Pools
Dirt Backfill around pool 1,595.00
Run gas line for pool heater 525.00
 3. Any Permits Customer Responsibility
 4. Schedule of payment is as follows:
Signing contract 50% _____ Delivery of Pool 25% _____
Project Completion 25% _____
- Free pool Robot Vacuum N/C
Place 2 Large Rocks near pool 185.00
- Total _____
Sales Tax _____
Total Job Cost _____
Date 7/1/04 Dealer Representative Stephen Richard -25.00
Customer _____

I, the customer have read, and signed back contract conditions

Note: if poor soil conditions exist upon digging, customer responsible for price per yard of backfill material, according to pricing handout sheet; Also any increase in pool size and/or patio changes, if ordered.

Any date stated for installation of swimming pool is an estimated date only. Installation time may vary depending on weather, surface or subsurface conditions, labor shortages and/or materials not available

SEBAGO LAKE POOLS
TERMS AND CONDITIONS OF CONTRACT

1. Purchaser agrees to assume responsibility for the construction location covered under this contract being within the property lines and not in violation of set backs or other restrictions, covenants, zoning ordinances and building codes of the municipalities having jurisdiction thereof. Purchaser is required to obtain any permits that may be required.
2. The Contractor shall not be responsible for damage to lawn, utility lines, sidewalks, curbs, shrubs, flowers, trees or other vegetation, patios, walkways or fences, caused as a result of the construction work called for in this contract by the Contractor if by the nature of work being done there is, of necessity, damage to be expected to the lawn, landscaping, and to walkways, patios, trees, etc.
3. The Purchaser shall provide sufficient and proper access to the Construction site for the excavating equipment, the construction equipment and the trucks used in connection with this construction, at the Purchaser's sole risk and will hold the Contractor harmless for any resulting damage. In the event rock, roots or hard foundation is encountered in excavation requiring for its removal the use of blasting materials, compressor or power equipment or pumps, or in the case sub-surface water is encountered, which have to be dewatered or sealed off, the additional costs caused thereby shall be paid by the owner on the basis of Contractor's actual costs, plus ten percent (10%) profit. The additional costs to the Purchaser for the conditions set forth in this paragraph shall be paid by the purchaser when billed by the Contractor notwithstanding to the mode and method of payment otherwise provided herein.
4. This contract does not require the Contractor to furnish electrical services or installation; fencing, permanent or temporary; or additional fill if required; or for restoration of landscaping, shrubbery, etc. It is specifically understood that it is the Purchaser's responsibility to furnish and pay for the items set forth in this paragraph unless specifically outlined on the face of this contract.
5. Purchaser agrees that all machinery, pumps, equipment, stones, bricks, Lincoln Logs, raw materials, and other equipment attached or affixed in this installation by the Contractor shall continue to be the personal property, irrespective of the extent or manner in which it may be affixed or attached to any building structure or real property, or any part thereof, and to title and ownership of such equipment shall remain with the Contractor until payment has been made out of the contract under this agreement, and further until final payment has been made for any additional or extra work, if any, done by the Contractor in connection with this installation. In the event of the Purchaser's breach of this agreement or failure to make payment when due, the Contractor shall have the right to repossess such property specified in this paragraph and the Purchaser expressly authorizes the Contractor, its employees or agents to enter upon the premises for the purpose of removing such property.
6. The Purchaser shall make available to the Contractor and its authorized employees, at all times, a working electrical outlet, water, and water hose connection without charge to the Contractor.
7. The Contractor's sole liability is the performance of this contract as outlined on the face hereof. It is the sole responsibility of the Purchaser to protect this property from intruders, trespassers and any other persons or children during the period of construction and thereafter as may be set forth in any municipal ordinance applicable.
8. The time of payments specified in this agreement shall be of the essence to this agreement.
9. All guarantees are null and void so long as there is any balance of money due to the Contractor under the terms of this contract.
10. In the event there is a breach of agreement or a cancellation of same by the Purchaser prior to the excavation, the Purchaser agrees, because of the uncertainty of arriving at damages for loss or profits, salesman expenses, initial planning prior to construction and other expenses incurred that the Purchaser shall pay to the Contractor as liquidated damages sustained by the breach of the contract prior to actual commencement of the excavation or work an equal amount to 20% of the total contract price. Purchaser agrees in the event that suit is brought by Contractor on this agreement for the purpose of enforcing any terms thereof or collection any sums due thereon, Contractor shall be entitled to, and the Purchaser shall be liable to pay, attorney's fees of 20% of any amount due the Contractor (or such other reasonable attorney's fees as the Court may adjudge) in addition to any statutory costs.
11. The Contractor shall, at its own cost and expense, procure and maintain public liability insurance for property damage and personal injury and worker's compensation insurance during the construction covered by this contract.
12. Failure to pay in full upon completion, gives the Contractor the right of repossession of all items outlined on the face of this contract.
13. Installation time may vary depending on weather, subsurface conditions, labor shortages, and/or materials not being available through normal distributors.
14. Subsurface ground problems will be treated as extras and be dealt with by a change order.
15. If any litigation should arise, suit will be brought exclusively in the Maine District Court or the Maine Superior Court.
16. If a license necessary for the Contractor to bring suit in order to collect a balance owing the contractor is entitled to reasonable legal fees not to exceed 10% of any judgement recovered. Should the Contractor be sued and the contractor prevails, the Purchaser is to be liable for litigation for litigation costs and fees.
17. Upon agreement of the Purchaser and the Contractor all disputes can be referred to mediation or arbitration.
18. All suits filed by either the Purchaser or the Contractor in the event of litigation must have a minimum of five years as in ground post-installation contractors.
19. The schedule of payment is as follows: Commencement of project - 60%, Delivery of pool kit or equipment - 25%, and project completion - 25%.
20. This contract is subject to manufacturer's warranties and limitations.
21. Final elevation of pool on customer's property will be determined by Sebago Lake Pools.

Signature

Signature

100% Easy Financing Available



Sebago Lake Pools

www.sebagolakepools.com

629 Lower Main St., (Rte. 25) Gorham, ME 04038

207-856-1000 OR 207-856-7000 Fax 207-856-1164

Mon-Thurs 9-5 Fri 9-6 Open 6 Days Year Round Sat 9-5

LOOK

Known by our Reputation & Service - Maine's #1 Professional Pool Builders

Inground Pool Description - Our Best - 2 Year Warranty on Installation

- **POOL WALLS** - 14 Gauge Steel Wall Copper Bearing, coated with 2.35 ounce zinc per square ft., 11 gauge galvanized "A" braces - Our Best Premium Series

LOOK

→ **WARRANTY** - Lifetime On Pool Panels transferable to 2nd owner

- **ALUMINUM CONCRETE RECEPTOR COPING**
- **LINER** - Virgin Vinyl Liner, custom made w/ heavy duty 28 mil thickness sidewall w/ 28 mil bottom, 10+ liners to choose from

LOOK

→ **BEST WARRANTY** - Lifetime Pro Rated Large Selection (no extra cost)

- | | |
|---|---|
| <ul style="list-style-type: none"> • 2 - Widemouth Automatic Thru-Wall Skimmer • Test Kit • Directional Inlet and Safety Grates • High Rate Hayward Sand or DE Filter System
- Your choice • Cement Footing Collar Around Pool Walls 6 - 8 yards • Rough Grading Upon Completion • Pool Water Balancing • High Density Wall Foam Included • Compacting pool site | <ul style="list-style-type: none"> • Complete Vacuum System • Three Step Stainless Steel Ladder • Hayward Super Pump and Heavy Duty Motor • Rope Floats • <u>Cement Hard Bottom Pool Base Included</u> • Deluxe PVC Tiger Flex Piping (Best in Trade) • Automatic Sanitizer System • Solar Cover Included • Compacting around pool |
|---|---|

LOOK

→ Vermiculite+ Cement Bottom- Industries Best!

Not Included In Construction

- | | | |
|--|----------------------|--------------------------------------|
| • Permit (Customer's Responsibility) | • Water to Fill Pool | • Electrical Work |
| • Ledge or Large Rock Removal | • High Water Table | • Hauling Fill In or Out if Required |
| • Customer Responsible for Temporary Fencing During Construction | | |

Pool Prices Installed

Rectangle Play Pools, Pools 6 Ft. Deep

12 x 24.....	\$10,460.00
14 x 28.....	\$11,960.00

Rectangles- 2 foot radius corners

16 x 34.....	\$14,575.00
--------------	-------------

Grecian Pools

16 x 36.....	\$14,850.00
18 x 38..SEBAGOLAKE SPECIAL..	\$15,745.00
21 x 40.....	\$16,695.00

//

- ① Remove Fence For access
- ② Remove the tree stump
- ③ Add extra Deck towards House Side

Sebago Lake Pools
 629 Main St
 Gorham, ME 04038
 856-1000 * 856-7000

02 July 04
 Jeanne Doyon
 91 Brookside Rd.
 Portland, ME 04103
 FAX: 797-3535

Steve's cell 749-5079

M-GROUND POOL CONTRACT OVERVIEW

Lazy 'L' 14' X 36' 10" - 2' Radius Corners - 6' Depth - Non-Diving Pool;
 total \$15,495.00

8' Sit 'n Step	\$1,595.00
250,000 BTU Hayward Heater	\$1,945.00
Gas lines to heater	\$525.00
Electrical work for pump and light	\$1,375.00
Brushed concrete patio area - 544sq ft X \$6.25	\$3,400.00
Secura-clean winter cover	\$1,675.00
Electrical pool timer	\$245.00
Water - 2 loads	\$500.00
Backfill around pool	\$1,575.00
Delivery and placement of 2 large rocks	\$185.00
Automatic pool vacuum	N/A
In-ground pool light	N/A

Any extra backfill or dirt needed for the access road up to the site will be cost plus 10%

NOT INCLUDED: Fence, loam, landscaping, blasting for rocks/ledge if needed.

\$28,515

-Quote valid for 30 days-
 Thank You

Date 7/1/04 Dealer Representative Stephen Richard Customer _____
 Sales Tax _____ Total Job Cost -25.00

I, the customer have read, and signed back contract conditions

Note: if poor soil conditions exist upon digging, customer responsible for price per yard of backfill material, according to pricing handout sheet; Also any increase in pool size and/or patio changes, if ordered.

Any date stated for installation of swimming pool is an estimated date only. Installation time may vary depending on weather, surface or subsurface conditions, labor shortages and/or materials not available

Doyon - fence samples
91 Brookside Rd





Will be changed to 48" high gates self closing & self latching w/ less than 1/2" opening within 18" of lock



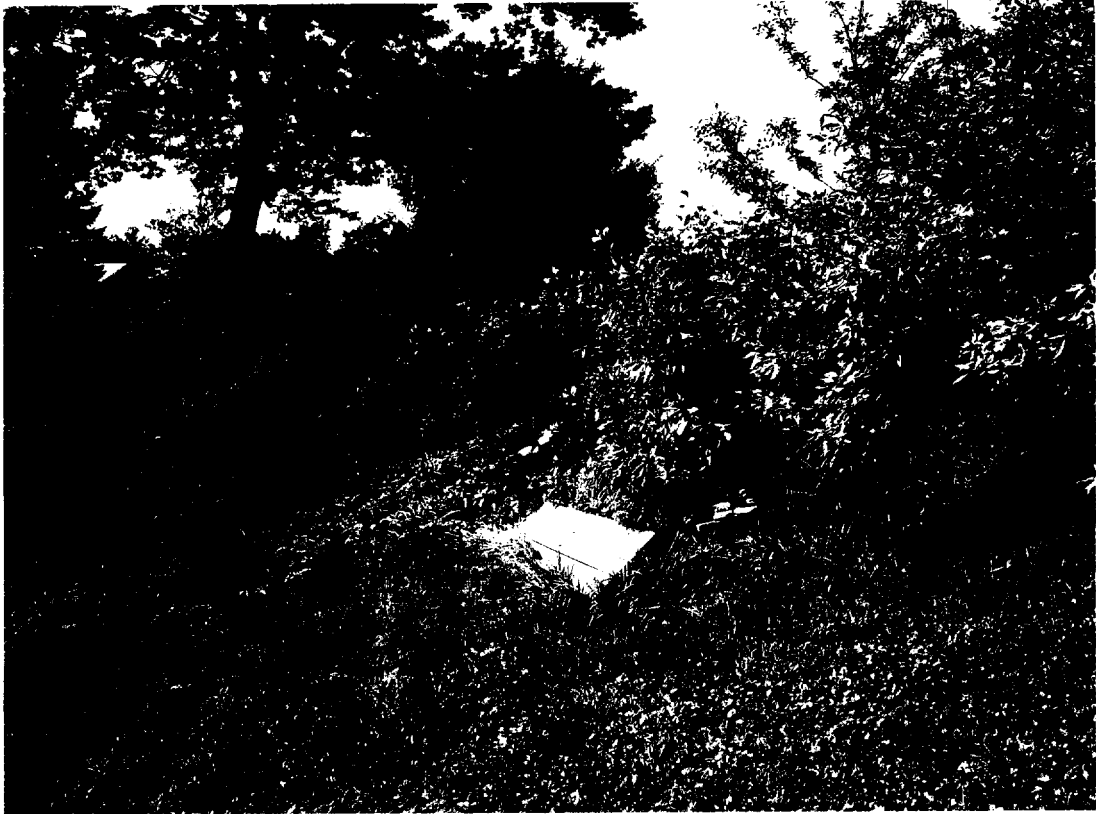


wire fence
is behind
this hedge



mesh
wire fence
goes through
this puckerbrush







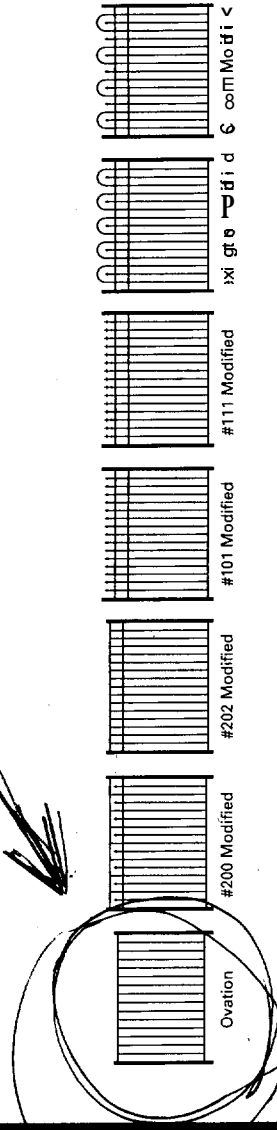
Rest Easy with a Jerith Fence Around Your Pool

Jerith fence is the perfect choice to surround your swimming pool. Its aluminum construction eliminates rust, while its durable FencCoat™ finish withstands the moisture and chemicals found in a pool environment. Most building codes require swimming pools to have self-closing and self-latching gates around them. These safety features are standard on all Jerith walk gates. In addition, our pickets have less than 4" between them, so children cannot squeeze through.

Our Ovation Fence was specifically designed to meet a Swimming Pool Enclosure Code developed by the U.S. Consumer Product Safety Commission (CPSC). This fence has nearly four feet of space between its two horizontal rails. This virtually eliminates the possibility of a small child climbing over this fence. Also, a child-resistant magnetic gate latch is standard on all Ovation gates. This magnetic latch keeps the release mechanism out of a child's reach and has a built-in keylock for added security. It is also available as an option for all other Jerith gate styles.

The chart on the right shows all of the Jerith fence styles and heights that meet the CPSC Pool Code. You will notice that there are a few "Modified" designs that have altered specifically to meet the Pool Code. (These altered styles are shown below.) For 5' tall Modified Styles #200 and #202, the only variation from the standard design is that the pickets do not extend below the bottom rail. Our 57" tall fences combine this same picket change with a narrowing of the gap between the top two rails, which allows our 57" Modified Styles #101, #111, Lexington, and Concord to have at least 45" between the rails as the Pool Code requires.

Be sure to verify the requirements for swimming pool fencing in your area before ordering. There is a Jerith fence to meet nearly every code. Select the one that's right for you!



STYLE #202 MODIFIED

Style and Height Combinations to Meet Most Pool Codes

Style / Height	48"	54"	57"	60"	72"
Ovation	✓				
Lexington, Concord			✓ (Modified)		✓
101, 111			✓ (Modified)		✓
100					✓
200, 202		✓ (Modified)		✓	✓
401, 402	✓		✓	✓	✓
Buckingham				✓	✓
Kensington				✓	✓
Windsor		✓		✓	✓

These fences meet pool codes that require a fence to be 48" to 72" high with either:

- (a) any rail spacing and less than 1 3/4" between pickets, or
- (b) one 45" rail spacing between the tops of two adjacent rails and less than 4" between pickets.

Gates will be self-closing and self-latching. Magnetic latches may be required for some gates to meet these codes. Check local building codes for your requirements before ordering.