

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

Location of Construction:		Owner:		Phone:		Permit No: 980795	
Owner Address:		Lessee/Buyer's Name:		Phone:		Business Name:	
Contractor Name:		Address:		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: JUL 21 1998 CITY OF PORTLAND </div>	
Past Use:		Proposed Use:		COST OF WORK: \$ _____ FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: _____ PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		PERMIT FEE: \$ _____ INSPECTION: Use Group: A-2 Type: 53 MOCA-96 Signature: <i>[Signature]</i>	
Proposed Project Description:				Zoning: CBL Zoning Approval: _____ Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>			
Permit Taken By:		Date Applied For:		10 JUL 1998 <div style="text-align: center; margin-top: 20px;"> PERMIT ISSUED WITH REQUIREMENTS </div>			

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

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 provisions of the code(s) applicable to such permit

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

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

CEO DISTRICT



COMMENTS

7-27-98 Footers were Set up and Ready to Pour. Saw Rick. will Be Ready thursday. (1)

North Hk. for Cert. of Occupancy

Ad. Prof. G. G. G.

Check with District Agent

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

SELLER'S ESCROW AGREEMENT

Date: November 25, 1998

The undersigned seller(s) of real estate located at _____

27 Willow Lane, Portland, Maine 04102

do hereby agree, promise and covenant to and with _____

Walter Scott Swiger and Neilene J. Swiger

hereinafter referred to as buyer(s) to furnish and install upon or in connection with the premises conveyed the following additions, improvements, alterations, appliances, repairs or services:

Exterior Paint, Interior trim work, Landscaping

Materials for the foregoing are required to be good and substantial, labor therefore is required to be skillful and workmanlike and services therefor are required to be diligently executed. Peoples Heritage Savings Bank shall hold in escrow from the purchase price of said conveyance the sum of One Thousand Five Hundred and--00/100

(\$1,500.00); such funds to be disbursed to the seller(s) or

to RIC WEINSTEIN/BUILDERS, INC. upon the completion of the above indicated items; completion to be evidenced by inspection by Peoples Heritage Savings Bank, hereinafter referred to as Bank, and/or its Agent indicating that in its opinion all of the above items have been completed unless said Bank in its sole discretion determines that an inspection is not necessary. If there is an inspection, an inspection fee may be incurred. This fee may be deducted from the escrow funds held by Bank. No additional items or claims not indicated above will be considered as justification for withholding payment of escrow funds to seller(s) once the items specified above have been completed. Time of the undersigned's performance shall be no later than May 25, 1999 and shall be of the essence.

In the event of any default hereunder on the part of the seller(s) (whether in whole or in part or by omission or departure from the standards and specifications hereinbefore designated) and at the option of the Bank the buyer(s), the Bank, or an Agent of either may perform the seller(s)' unfulfilled obligations hereunder (including the right to remedy any and all defective performance on the seller(s)' part), to charge the costs thereof as well as the cost of supervision and inspections to the seller(s), to apply said escrow sum towards said cost and to account for the balance thereof, if any, to the seller(s). The Bank may disburse funds directly to buyer(s), or to itself or to either's Agent upon presentation of invoices therefore relating to the above items and the Bank shall be protected in relying wholly upon buyer(s) certification as to all facts arising under this Agreement.

All of the undersigned do hereby each further agree, promise and covenant to indemnify and save harmless said Bank from all loss or damage whatsoever which may result to it by virtue of any default hereunder on the part of any of the undersigned or any administration by it of said escrow account.

All funds held by the Bank may be held in:

XX an interest bearing account.

 a non-interest bearing account.

If in the sole judgement of the Bank and/or its Agent, completion of some or all of the above items or payment for such completion thereof is necessary in order to avoid or remove mechanics liens from the subject property or in order to facilitate a foreclosure sale or otherwise to avoid an impairment of the security for the mortgage held by the Bank then the Bank may, but without any obligation to do so, cause the completion of some or all of the above indicated items or cause payment therefore to be made from the funds held in escrow under this agreement and neither party hereto shall make any claim against Bank and/or its Agent for exercising this right of withdrawal under any of the foregoing circumstances.

If the seller(s) are declared bankrupt or insolvent under the federal Bankruptcy Act or any state insolvency statute, before completion of the improvements according to the standards and specifications then this Escrow Agreement will terminate and Bank as Escrow Agent will pay the balance of the funds in the escrow account to itself as Lender to reduce the amount of the loan from buyer(s) to Bank or to complete the above work.

Executed as a sealed instrument by all the undersigned parties hereto.

Witness:

Richard Wootly

Richard Wootly

Richard Wootly

Cottage Park, Inc.

DMC

Seller
By: Ric Weinschenk/Buyer, Inc.
Its: President

Seller

Walter Scott Swiger

Buyer Walter Scott Swiger

Neilene J. Swiger

Buyer Neilene J. Swiger

PEOPLES HERITAGE SAVINGS BANK

By: _____
Its Agent



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Code Enforcement

FROM: Jim Wendel, Development Review Coordinator

DATE: November 23, 1998

SUBJECT: Certificate of Occupancy
27 Willow (lot 2)

A site visit on 11-23-98 was made to review the completion of the conditions of the site plan approval dated 7-17-98; my comments are:

1. The lawn has been final graded and mulched; since it is past the date for seeding a lawn, the lawn shall be completed by May 30, 1999.

It is my opinion that **a temporary Certificate of Occupancy could be issued** assuming Code Enforcement has no outstanding issues.