

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

Location of Construction: 32 Rabbit Run (Lot #1)		Owner: Joseph Romano		Phone: 772-0657		Permit No: 980649	
Owner Address: Two Lights Terr C.E. 04107		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: Hildreth & White		Address: P.O. box 8433 Portland, ME 04104		Phone: 772-0657		Permit Issued: JUN 19 1998	
Past Use: Vacant Land		Proposed Use: 1-fam		COST OF WORK: \$ 110,000.00		PERMIT FEE: \$ 570.00	
Proposed Project Description: Construct 1-fam dwelling w/2 car garage, front porch & rear deck				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group A3 Type 5-B BOC# 96	
				Signature:		Signature:	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zoning Approval:	
				Action: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		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	
Permit Taken By: Mary Grosik		Date Applied For: 27 May 1998				Zone: CBL: 196-G-015	

- 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..

PERMIT ISSUED WITH REQUIREMENTS

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

11 June 1998 - Permit Routed
26 May 1998

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

PERMIT ISSUED

JUN 19 1998

CITY OF PORTLAND

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

CEO DISTRICT 4

COMMENTS

7/14/98 Footing, Foundation meets set backs and is OK in all respects. OK

7-16-98 Foundation Damp Proofing complete OK to Back Fill Garage Footer - in place (P)

8/21/98 Checked framing, rafters headers + joints
Plumbing Drap. test on write OK OK to Close in walls

10-8-9 OK for C of O

Inspection Record

	Type	Date
Foundation:	concrete Foot	7-16-98 (P)
Framing:		
Plumbing:		
Final:		
Other:		



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 32 Rabbit Run (Lot #21)

Issued to Ralph Komano

Date of Issue October 13, 1998

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. 980649, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Single Family Dwelling w/2 Car garage, Front Porch & Rear Deck

Limiting Conditions:

See memo from Jim Wendell

**This certificate supersedes
certificate issued**

Approved:

[Signature]
.....
(Date) Inspector

[Signature]
.....
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

MEMORANDUM

TO: Code Enforcement
Kandi Talbot, Planner

FROM: Jim Wendel, Development Review Coordinator

DATE: October 8, 1998

RE: Request for Certificate of Occupancy
32 Rabbit Run (lot 21)

On October 8, 1998 the site was reviewed for compliance with the conditions of approval dated June 8, 1998. My comments are:

1. Disturbed earth on lot has been graded and topsoil, seed, and hay mulch applied.
2. Silt fence was installed around back portion of lot. When silt fence is installed it is recommended that it be embedded in ground in order to function properly.

It is my opinion that all of the conditions of the site plan approval have been satisfactorily completed and a permanent **Certificate of Occupancy can be issued** assuming code enforcement has no outstanding issues.

JN1330.02/1350.10disk8/32rabbitrun

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

**Building or Use Permit Application
Detached Single Family Dwelling**

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

NOTEIf 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: 32 RABBIT RUN (LOT #21)		
Total Square Footage of Proposed Structure 1796	Square Footage of Lot 13,767	
Tax Assessor's Chart, Block & Lot Number Chart# 196 Block# 6 Lot# 15	Owner: RAIph ROMANO JR, INC	Telephone#: 772-0657
Owner's Address: Zights TERRACE CAPE ELIZABETH	Lessee/Buyer's Name (If Applicable)	Cost Of Work: \$ 110,000
Proposed Project Description:(Please be as specific as possible) MM SITE PLAN NEW HOUSE WITH 2 CAR GARAGE, FRONT PORCH, DECK BACK		
Contractor's Name, Address & Telephone Hildreth & White P.O. Box 8433 PORTLAND, ME 04104 772-0657		

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

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

You must Include the following with you application:

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

A "minor/minor" site plan review is required prior to permit issuance. The Site plan must be prepared and sealed by a registered land surveyor (2 copies are required). A complete plot plan (Site Plan)includes:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation (based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

4) Building Plans (Sample Attached)

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

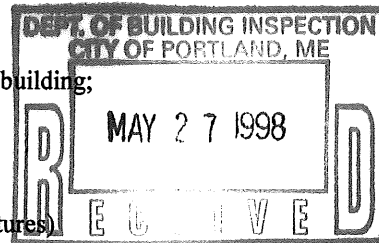
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such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

Certification

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

Signature of applicant: [Signature]	Date: 5-27-98
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Site Review Fee: \$150.00/Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.



570-50-100

Applicant:

Date: 6/17/98

Address: 32 Rabbit Run

C-B-L: 196-G-15

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - Single family dwelling with attached garage with front porch 6x24
24x38 24x24

Sewage Disposal - City and rear deck

Lot Street Frontage - 50' req - 65' shown -

Front Yard - 25' req - 25.98' shown

Rear Yard - 25' req - 26.78' shown

Side Yard - 14' req - 19.88' & 20.28' shown

Projections - rear deck - front porch - side bulkhead

Width of Lot - 75' req - 85' shown

Height - 2 Story

Lot Area - 6,500[±] 13,767[±]

Lot Coverage/ Impervious Surface - 25% or 3441.75[±] MAX

Area per Family - 6,500[±]

Off-street Parking - 2 req - 2 shown

Loading Bays - N/A

Site Plan - minor/minor

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Zone C

24 x 38 = 912

24 x 24 = 576

6 x 24 = 144

12 x 38 = 456

2088[±]

BUILDING PERMIT REPORT

DATE: 18 June 98 ADDRESS: 32 Rabbit Run (Lot #21) 196-G-015
REASON FOR PERMIT: To Construct a single family dwelling / w 2 car garage.
BUILDING OWNER: Ralph Romano.
CONTRACTOR: Hildreth & White.
PERMIT APPLICANT: ↑
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5 B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *2, *5, *8, *10, *12, *16, *23, *24, *25, *26, *27, *29, *30, *31, *32, *33

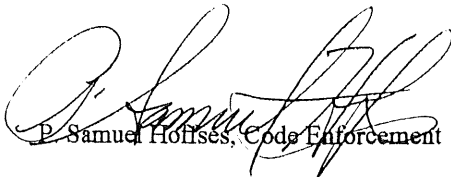
1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42" , except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2".
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.)
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the

provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- *23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code.
- *24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
- *25. All requirements must be met before a final Certificate of Occupancy is issued.
- *26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- *27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).
28. Please read and implement the attached Land Use-Zoning report requirements.
- *29. Cutting, Notching and boring shall be done in accordance with section 2305.5.1 and 2305.3 of The bldg. Code
- *30. Glass & Glazing shall be done in accordance with Chapter 24
- 1-31. Bridging shall meet the requirements of section 2305.16,
- 1-32. Access to ATTIC section 1211.2
- *33. Anchorages to Foundation shall be in accordance with section 2305.17
- 32.


P. Samuel Hollises, Code Enforcement

cc: Lt. McDougall, PFD
Marge Schmuckal

CITY OF PORTLAND, ME
BOCA 1996 Plan Review Record
One and Two Family Dwelling

Valuation: \$110,000.00 Plan Review # _____
 Fee: \$570.00 Date: 18 June 98
 Building Location: 32 Rabbit Run (Lot #21) CBL: 196-6-015
 Building Description: Single family dwelling / w 2 car garage
 Reviewed by: Sam Hoffses
 Use or Occupancy: R-3 Type of Construction: 5B

Correction List		
NO:	Description	Code Section
1.	Compliance with site plan. No Certificate of occupancy will or can be issued without all site plan requirements completed.	111.4
2.	water proofing & damp proofing	1813.0
3.	Anchorages To Foundation	2305.17
4.	Access To ATTIC 22" x 30"	1211.2
5.	Bridging	2305.16
6.	Notching, cutting and boring	2305.51 2305.3
7.	Fastening Table	2305.2
8.	Draft Stopping	721.7
9.	Masonry Chimneys and Fireplaces. NFPA 211	BOCA mech. 1206.0 - 1404 Chapter 24
10.	Glazing & Glass	24
11.	Private garage	407
12.	Guandrails & Handrails	1022.0 1021.0
13.	Foundation drains	1813.5.2

Foundations (Chapter 18)

Wood Foundation (1808)

N.A. Design
N.A. Installation

Footings (1807.0)

OK Depth below (outside) grade 4' minimum;
but below frost line except for insulated footings.

N.A. Insulated footing provided

✓ Soil bearing value (table 1804.3)

16" Footing width

OK Concrete footing (1810.0) .3.1, 3.2

Foundation Walls

✓ Design (1812.1)

8" Minimum thickness Tables 1812.3.2.(1) & 1812.3.2 (2)

✓ Water proofing and damp proofing Section 1813

2x6 Sill plate (2305.17)

✓ Anchorage bolting in concrete (2305.17)

OK Columns (1912)

N.A. Crawl space (1210.2) Ventilation

✓ Crawl opening size (1210.2.1)

* 1211.4 Access To Attic - 1211

1211.2 22" x 30" min.

Floors (Chapter 16-23)

2x10 Joists - Non sleeping area LL40PSF (Table - 1606)

2x10 Joists - Sleeping area LL30PSF (Table - 1606)

Grade

16" Spacing

12' Span

3- 2x12 Girder 4" bearing 2305

Floors (contd.)

- OK Bearing (1 1/2" minimum on wood or steel 3" on masonry) and lapped (3")
- L Bridging (2305.16)
- See req Boring and notching (2305.5.1)
- ↓ Cutting and notching (2305.3)
- ↓ Fastening table (2305.2)
- NA Floor trusses (AFPANDS Chapter 35)
- see req Draft stopping (721.7)
- _____ Framing of openings (2305.11) (2305.12)
- 3/4" TsG Flooring - (2304.4) 1" solid - 1/2" particle board
- OK Concrete floors (1905) 3 1/2" 6 mil polyethylene vapor retarder
- _____
- _____
- _____
- _____
- _____

Wall Construction (Chapter 2300)

- OK Design (1609) wind loads
- OK Load requirements
- O.S.D Grade
- L Fastening schedule (Table 2305.2)
- OK Wall framing (2305.4.1)
- OK Double top plate (2305.4.2)
- OK Bottom plates: (2305.4.3)
- See req Notching and boring: (2305.4.4) studs
- ↓ Non load bearing walls (2305.5)
- ↓ Notching and boring (2305.5.1)
- OK Wind bracing (2305.7)
- OK Wall bracing required (2305.8.1)
- 2x6 Stud walls (2305.8.3)
- O.S.D Sheathing installation (2305.8.4)
- 7/16" Minimum thickness of wall sheathing (Table 2305.13)
- NA Metal construction
- NA Masonry construction (Chapter 21)
- Chapter 14 Exterior wall covering (Chapter 14)
- OK Performance requirements (1403)
- Wood Materials (1404)
- NA Veneers (1405)
- ↓ Interior finishes (Chapter 8)
- _____
- _____
- _____

Roof-Ceiling Construction (Chapter 23)

- 2x8 Roof rafters - Design (2305.15) spans
- 1/2" Roof decking and sheathing (2305.15.1) 5/8" boards and (2307.3) (Table 2307.3.1(2))
- N.A. Roof trusses (2313.3.1)

Roof Coverings (Chapter 15)

- Approved materials (1404.1)
- Performance requirement (1505)
- Fire classification (1506)
- _____ Material and installation requirements (1507)
- N.A. Roof structures (1510.0)
- 3 Tab asphalt. Type of covering (1507)

Chimneys and Fireplaces BOCA Mechanical/1993

- Masonry (1206.0)
- N.A. Factory - built (1205.0)
- Masonry fireplaces (1404)
- N.A. Factory - built fireplace (1403)

Mechanical 1993 BOCA Mechanical Code

State Plumbing Code

STATE Plumbing Code

Chapter 13 can not be used -
Fixtures in basement 3 story.

Load Design Criteria

Floor live load sleeping	<u>30 PSF</u>	<u>OK</u>
Floor live load non sleeping	<u>40 PSF</u>	
Roof live load	<u>42 PSF</u>	
Roof snow load	<u>46 PSF</u>	
Seismic Zone	<u>2</u>	
Weathering area	<u>S</u>	
Frost line depth	<u>4' MIN</u>	

Glazing (Chapter 24)

- See report Labeling (2402.1)
- Louvered window or jalousies (2402.5)
- Human impact loads (2405.0)
- Specific hazardous locations (2405.2)
- Sloped glazing and skylights (2404)
- _____

Private Garages (Chapter 4)

- See report General (407)
- Beneath rooms (407.3)
- Attached to rooms (407.4)
- Door sills (407.5)
- Means of egress (407.8)
- Floor surface (407.9)
- _____

Egress (Chapter 10)

- _____ One exit from dwelling unit (1010.2)
- _____ Sleeping room window (1010.4)
- _____ EXIT DOOR (1017.3) 32" W 80" H
- _____ Landings (1014.3.2) stairway
- _____ Ramp slope (1016.0)
- See rep* _____ Stairways (1014.3) 36" W
- _____ Treads (1014.6) 10" min.
- _____ Riser (1014.6) 7 3/4" max.
- _____ Solid riser (1014.6.1)
- N.A.* _____ Winders (1014.6.3)
- N.A.* _____ Spiral and Circular (1014.6.4)
- See run* _____ Handrails (1022.2.2.) Ht.
- _____ Handrail grip size (1022.2.4) 1 1/4" to 2"
- _____ Guards (1012.0) 36" min.
- _____
- _____
- _____

Smoke Detectors (920.3.2)

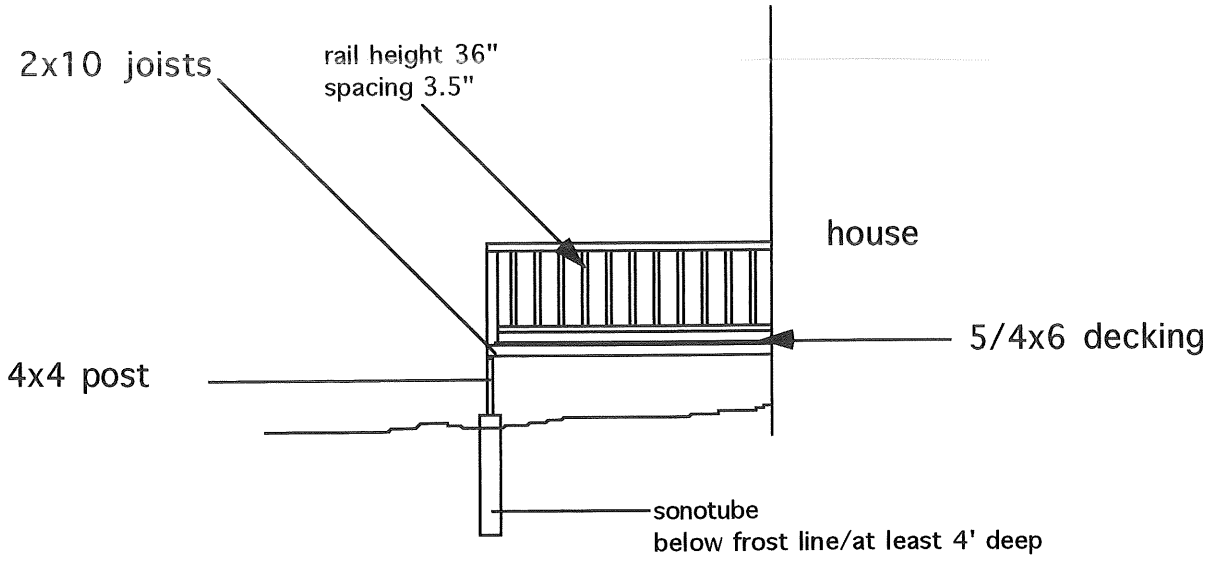
- See run* _____ Location and interconnection
- 1* _____ Power source

Dwelling Unit Separation
Table 602

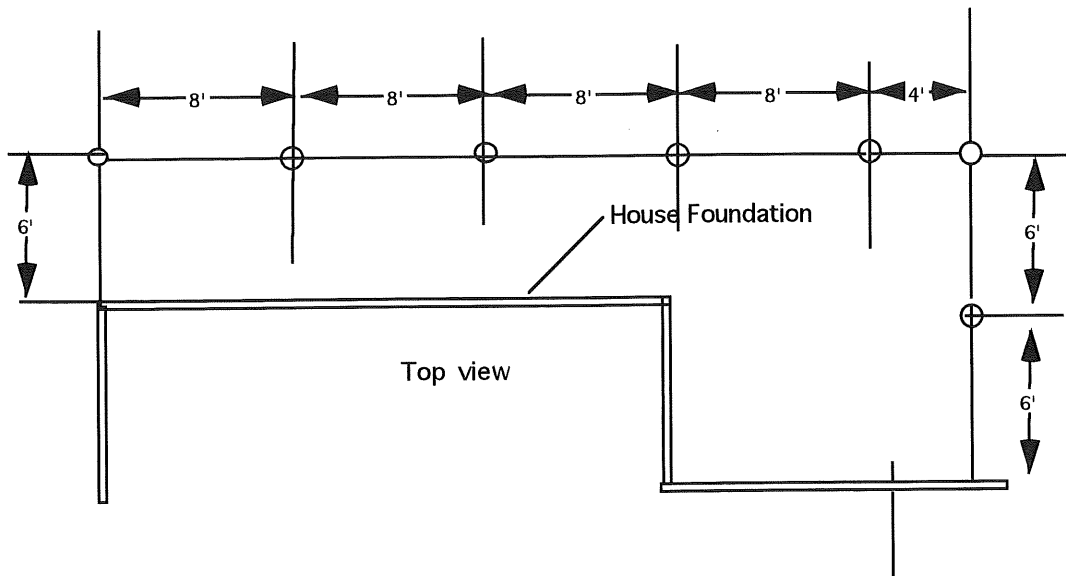
N.A.

Lot 22 Fost St Subdivision Deck/Porch Cross sections

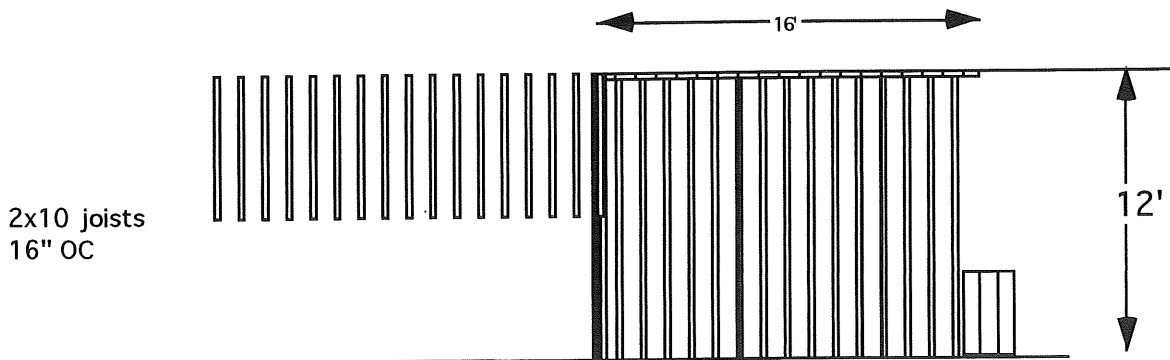
side view



Sonotube location



Stairs and rail per code



FROST STREET SUBDIVISION LOT PURCHASE AGREEMENT

AGREEMENT by and between Ralph Romano, Jr., Inc., a Maine corporation with a mailing address of 12 Two Lights Terrace, Gape Elizabeth, Maine, 04107 ("Seller") and William W. White of Portland, Maine, ("Buyer").

WITNESSETH AS FOLLOWS:

1. PREMISES. Seller agrees to sell and Buyer agrees to buy Lot # 21 situated in the Frost Street Subdivision off Frost Street, in Portland, Maine, and more particularly shown on Exhibit A attached hereto, together with the right in common with the public and others for vehicular access to and from and for utility access (using existing utility lines installed by Declarant) to the Lot over and under the Streets shown on Exhibit A (which are to be dedicated to the City of Portland, Maine) (collectively the "Premises"). The premises shall also be conveyed subject to and with the benefit of certain covenants and restrictions, all as more particularly set forth in "Amended and Restated Frost Street Subdivision Portland, Maine, Declaration of Protective Covenants by Ralph Romano, Jr., Inc.", as amended by Amendment to Declaration of Protective Covenants, copies of which are attached hereto as Exhibit B (hereafter the "Covenants") and together with the right, subject to payment of customary hook-up fees, to connect to public utilities including public water and sewer.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of Forty Six Thousand Dollars (\$ 46,000.00) payable as follows:

(a) Deposit. The sum of Twenty Two Dollars (\$ 22,000) (the "Deposit") is herewith deposited with Seller to be credited against the purchase price at the closing.

(b) Cash at Closing. The balance of the purchase price, Twenty Four Thousand Dollars (\$ 24,000.00) shall be paid by certified check or bank cashier's check at the closing.

3. TITLE. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens and encumbrances except: (a) customary utility easements of record which do not adversely affect the proposed use of the Premises for single-family residential purposes; (b) any matters shown or referenced on Exhibit A and Exhibit A-1 attached hereto and (c) the Covenants. Buyer shall have thirty days from the date of this Agreement in which to give Seller written notice of any alleged title defects in the Premises. Any defects not so designated shall be deemed to have been waived by Buyer. Seller shall then have sixty (60) days within which to cure any such title defects. Seller may at its option elect not to cure such defects and return the Deposit to Buyer in which case this Agreement shall be null and void and neither party will be under any further obligation hereunder. Buyer may elect to close this transaction notwithstanding such defects as may exist.

4. CLOSING. The closing of this transaction shall take place 60 days from the Effective Date of this Agreement at 10:00 a.m., local time, at the offices of Bernstein, Shur, Sawyer and Nelson, 100 Middle Street, Portland, Maine, or, if the Buyer and the Seller shall mutually agree in advance and in writing, at another time and place. If the Closing Date falls on a holiday or weekend, then the Closing shall be held on the next business day. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises subject to utility easements of record, any matters referenced on Exhibit A attached hereto and the Covenants (the "Deed").

5. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) Real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill.

(b) The Title real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.

(c) The recording fee for the deed of conveyance and any expenses related to any mortgage which Buyer may grant to a lender in connection with this transaction shall be paid for by Buyer.

6. POSSESSION. Seller shall deliver possession of the Premises to Buyer at the closing, free of all leases, tenancies or occupancies by any person.

7. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. All risk of loss to the Premises prior to the closing shall be on Seller.

8. OTHER AGREEMENTS.

(a) Seller agrees with Buyer that Buyer shall have the right to hook up to and use the following utilities which are installed in the Streets in the Frost Street Subdivision and which are stubbed to or near the property line of the Lot: water, sewer, telephone, cable and electric power. It shall be the responsibility of Buyer to contact the utility companies and make appropriate arrangements for utilities hookup at the time of the construction of the residence on the Property. Any hookup or related fees shall be the responsibility of Buyer. Buyer further understands and agrees that the cost of the installation of these utilities will be affected by the fact that the utilities must be placed underground. Any damage to the streets, curbs, sidewalks or utility lines caused by utility installation on the Premises shall be promptly repaired by Buyer.

(b) Buyer understands that Seller was required to pay Central Maine Power Company certain moneys which will be refunded to Seller over time in the event that the total electrical usage for the Frost Street Subdivision exceeds certain predetermined minimum levels. Buyer agrees and acknowledges that it has no claim to any of said moneys now or in the future. Buyer's agreement is based on the understanding that Buyer's utility rates will be the same as are customarily charged for all similar residential users of Central Maine Power electricity in the Greater Portland Area. The agreement in this paragraph shall survive the Closing.

(c) Buyer agrees to be responsible for installing or maintaining two trees in the front yard of the Premises to comply with the requirements of the City of Portland. The agreement in this subparagraph shall survive the Closing.

9. **INSPECTION:** Buyer or its agents may enter the Premises at reasonable times prior to the closing in order to inspect the same. Buyer and its agents or contractors shall have the right to conduct such tests at the Premises and may be reasonably necessary for the design and construction of a single-family residence. Buyer agrees that after the completion of any such test the surface of the earth will be restored immediately to the condition that it was in prior to the conduct of the test. Buyer acknowledges receipt of the disclosure statement concerning asbestos, lead-based paint, radon and underground storage tanks.

10. **CONDITIONS PRECEDENT:**

(a) Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to close hereunder shall be contingent upon:

(i) Buyer's receiving the written commitment from a bank for a mortgage loan in an amount of not less than 117K Dollars (\$ 117,000) at an interest rate of not more than percent for a term of at least years within 40 days from the Effective Date of this Agreement.

(ii) Buyer's receiving from Seller within 45 days from the Effective Date of this Agreement approval of Buyer's proposed plans and specifications for the construction of a single-family residence on the Premises.

(b) Conditions Precedent to Seller's Obligation to Close. None

In the event that any of the conditions precedent listed in subparagraph (a) above are not met, then this Agreement shall be terminated and the Deposit shall be returned to Buyer and neither party shall have any further obligation herewith.

11. **DEFAULT: REMEDIES:** In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall have all remedies available at law and equity. In the event that Buyer defaults in the performance of its obligations under this Agreement, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.

12. **BROKERAGE.** Seller's broker for this transaction is WHA (the "Broker"), Seller shall pay at closing the Broker's commission of percent. Buyer represents and warrants that he/she has not dealt with any real estate broker in this transaction, other than the Broker. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false.

13. **OFFER AND ACCEPTANCE.** This Agreement when submitted to Seller with Buyer's deposit of One thousand Dollars (\$ 1000) shall constitute an offer which must be accepted by Seller within 100 days or expire by its terms, time being of the essence. The Effective Date of this Agreement shall be the date when Seller accepts this offer from Buyer as indicated below Seller's signature line.

14. **MISCELLANEOUS:**

(a) Time. Time is of the essence of this Agreement.

(b) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TO SELLER:

Ralph Romano, Jr., Inc.
12 Two Lights Terrace
Cape Elizabeth, ME 04107

TO BUYER:

11 Blivok in 12th Ave.
PO Box 8753
Portland Area
54104

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and Seller and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except by written instrument executed by Seller and Buyer.

(d) **Binding Effect.** This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer.

(e) Identical Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Construction: As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

15. ADDITIONAL PROVISIONS: Yes No (check one)

16. Contingent upon Wilderth and White receiving building permit from city of Portland.
17. Subject to Hildreth and White signing Purchase and Sale ^{including plans & fees} agreement with Purchaser within 7 days.

NOTE: BUYER ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ THE COVENANTS ATTACHED HERETO AS EXHIBIT B.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates indicated below.

WITNESS: _____

Gene Ross-Turley

BUYER(S):
M. White
President
S.S.I. No. _____

Date of Offer _____

SELLER:
RALPH ROMANO, JR., INC.

By: *Ralph Romano*
Its: pres.

Date of Acceptance 4-30-98

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

19980052
I. D. Number

Hildreth & White
Applicant
P.O. Box 8433, Portland, ME 04104
Applicant's Mailing Address
Dan White
Consultant/Agent
772-0657
Applicant or Agent Daytime Telephone, Fax

5/28/98
Application Date
Rabbit Run (32) lot #21
Project Name/Description

32 Rabbit Run
Address of Proposed Site
196-G-015
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____
1796 Sq Ft **13,767 Sq Ft**
Proposed Building square Feet or # of Units **Acreage of Site** **Zoning**

Check Review Required:

Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Plan **\$50.00** Subdivision _____ Engineer Review **\$100.00** Date: **5/28/98**

DRC Approval Status:

Approved Approved w/Conditions see attached Denied
Approval Date **6/8/98** Approval Expiration **6/8/99** Extension to _____ Additional Sheets Attached
 Condition Compliance **Jim Wendel** **6/10/98**
signature date

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted _____ date _____ amount _____ expiration date

Inspection Fee Paid _____ date _____ amount _____

Building Permit _____ date _____

Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____

Temporary Certificate Of Occupancy _____ date Conditions (See Attached)

Final Inspection _____ date _____ signature _____

Certificate Of Occupancy _____ date _____

Performance Guarantee Released _____ date _____ signature _____

Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date

Defect Guarantee Released _____ date _____ signature _____

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

19980052

I. D. Number

Hildreth & White

5/28/98

Applicant

Application Date

P.O. Box 8433, Portland, ME 04104

Rabbit Run (32) lot #21

Applicant's Mailing Address

Project Name/Description

Dan White

32 Rabbit Run

Consultant/Agent

Address of Proposed Site

772-0657

196-G-015

Applicant or Agent Daytime Telephone, Fax

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) attached garage & rear deck
1796 Sq Ft 13,767 Sq Ft R-3
 Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

Site Plan (major/minor) Subdivision # of lots PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$100.00 Date: 5/28/98

Inspections Approval Status:

Reviewer Marge Schmuckai

Approved **Approved w/Conditions** see attached Denied

Approval Date 6/17/98 Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted _____ date _____ amount _____ expiration date _____
 Inspection Fee Paid _____ date _____ amount _____
 Building Permit Issued _____ date _____
 Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____
 Temporary Certificate of Occupancy _____ date _____ Conditions (See Attached)
 Final Inspection _____ date _____ signature _____
 Certificate Of Occupancy _____ date _____
 Performance Guarantee Released _____ date _____ signature _____
 Defect Guarantee Submitted _____ date _____ amount _____ expiration date _____
 Defect Guarantee Released _____ submitted date _____ amount _____ expiration date _____

CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
ADDENDUM

19960057
I. D. Number

Hildreth & White
Applicant
P.O. Box 8433, Portland, ME 04104
Applicant's Mailing Address
Dan White
Consultant/Agent
772-0657
Applicant or Agent Daytime Telephone Fax

32 Rabbit Run
Address of Proposed Site
196-G-015
Assessor's Reference Parcel Block Lot

5/28/98
Application Date
Rabbit Run (32) lot #21
Project Name/Description

DRG Conditions of Approval

All damage to sidewalks, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.

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.

Your new street address is now 32 Rabbit Run, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.

The Development Review Coordinator (874-8300 ext 8722) 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.

Show all utility connections, water, sanitary, sewer, storm drain, electric, telephone, cable.

A sewer permit is required for you project. Please contact Carol Merrill at 874-8300, ext. 8828. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.

As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.

The site contractor shall establish finish grades of the foundation, foundation and basement windows to be in conformance with the first floor elevation (FFE) and sill elevation (SE) set by the building contractor to provide for positive drainage away from entire footprint of building.

A drainage plan shall be submitted to and approved by Development Review Coordinator showing first floor elevation (FFE), sill elevation (SE), finish street/curb elevation, lot grading, existing and proposed contours, drainage patterns and paths, drainage swales, grades at or near abutting property lines, erosion control devices and locations and outlets for drainage from the property.

The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Eroded soil shall be contained on site. A crushed stone construction entrance shall be placed at the existing curb cut. Silt fence shall be installed down gradient of disturbed area to protect the buffer along the back of the lot.

Planning Conditions of Approval

Inspections Conditions of Approval

Fire Conditions of Approval