

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

PERMIT ISSUED

APR 06 2004

Permit Number: 040284

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

This is to certify that Stroudwater Farms Assoc/Edge Coast Development LLC

has permission to New 38' x 52' Single Family with two car garage.

AT 0 Heritage Ct / Rivers Edge Lot #3

217 A033001

FOUNDATION ONLY!!

provided that the person or persons who apply for or accept this permit shall comply with all of the provisions of the Statutes of the State of Oregon 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.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or otherwise closed-in. 4 HOUR NOT REQUIRED.

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

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

Jeanie Bouke 4/6/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0284	Issue Date: APR 06 2004	CAL: 217 A033001
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Location of Construction: 0 Heritage Ct / Rivers Edge Lot #3	Owner Name: Stroudwater Farms Assoc	Owner Address: 91 Johnson Rd	Phone: 207-415-7586
Business Name: n/a	Contractor Name: East Coast Development LLC	Contractor Address: 33 Eastfield Rd. Portland	Phone: 2073189984
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	Zone: R3-08
Past Use: Vacant	Proposed Use: New 38' x 52' Single Family with two car attached garage. <i>Foundation ONLY!!</i>	Permit Fee: \$1,455.00	Cost of Work: \$151,000.00
Proposed Project Description: New 38' x 52' Single Family with two car attached garage. <i>Foundation ONLY!!</i>		CEO District: 3	INSPECTION: Type: R3 Foundation BOCA 1999 Signature: <i>JMB 4/6/04</i>
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.): Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____

Permit Taken By: gg	Date Applied For: 03/19/2004	Zoning Approval	
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<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 type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 12 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2004-0055</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/ conditions</i> Date: <i>3/26/04</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input 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 <i>to D.A.</i> <i>3/26/04</i>
	Date: _____	Date: _____	Date: _____

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

Application ID Number: 20040055

Delete Save

Department: DRC Status: Approved with Conditions Reviewer: Jay Reynolds

Comments: [Empty Box] Approval Date: 03/31/2004

Given On Date: [Empty Box]

OK to Issue Permit Name: Jay Reynolds Date: 03/31/2004 Date 2: [Empty Box]

Conditions Section: Add New Condition Add New Condition Delete Condition

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

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 #22 HERITAGE COURT, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.

A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext. 8822. 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 Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Create Date: 03/31/2004 By: Jaylr Update Date: 03/31/2004 By: Jaylr

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0284	Date Applied For: 03/19/2004	CBL: 217 A033001
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Location of Construction: 22 Heritage Ct (Lot #3) / Rivers Edg	Owner Name: Stroudwater Farms Assoc	Owner Address: 91 Johnson Rd	Phone: 207-415-7586
Business Name: n/a	Contractor Name: East Coast Development LLC	Contractor Address: 33 Eastfield Rd. Portland	Phone: (207) 318-9984
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: New 38' x 52' Single Family with two car attached garage.	Proposed Project Description: New 38' x 52' Single Family with two car attached garage.
<i>FOUNDATION ONLY !!</i>	

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 03/26/2004

Note: **Ok to Issue:**

- 1) There are Buffer Zones and Vegetation Protection Areas located on this property. Areas within the buffer zones on individual lots have restricted clearing and use covenants. No structures, accessory uses or the cutting of vegetation or grading shall occur in the Buffer Zone. These areas will be left in their natural condition, but the lot owners will be permitted to clear the understory for a 5' wide walking trail through the wooded portions of their property. This restriction shall be specifically noted in all applicable deeds.
- 2) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within a Historic District.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 04/06/2004

Note: **Ok to Issue:**

- 1) This permit is issued for a FOUNDATION ONLY. Further historic review and approvals must be made before the construction of the structure is started

From: Marge Schmuckal
To: DEB ANDREWS
Date: Fri, Mar 26, 2004 12:16 PM
Subject: Historic Review

Deb,

I just got (March 23rd) a permit for a new house at Riversedge on Heritage Court. The lot is in the Historic District and will require your review. It may not be til Monday or Tuesday when you receive it. The Contractor, Joe Robinson is in a "tizzy" because his financial folks will not have a closing nor disperse money until this permit is issued. The closing is scheduled for Monday March 5th. So he is panicing a little. Mr. Robinson told me that his design is similar to the one that you approved previously at 76 Tide Mill Road - only reversed.

The bottom line is that we are trying to hurry the permit thru our system if we can. Believe me I understand the other work load and pressures you are under too. You can ask Lee, I already gave him my "hissy fit" concerning all the things in my pipeline.... So I am only giving you an advanced heads up on this, so you will be aware of the urgency when you get it. Anything that you can do would be helpful.

Thanks,
Marge

CC: Lee Urban

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement made and entered into this 2nd day of February, 2004, by and between **STROUDWATER FARMS ASSOCIATES**, a Maine general partnership, whose mailing address is 91 Johnson Road, Falmouth, Maine 04105, (the "Seller"), and **EAST COAST DEVELOPMENT** with a mailing address of P.O. Box 3561, Portland, Maine 04104 (the "Buyer").

The parties hereto agree as follows:

1. **PREMISES.** Subject to Paragraph 4 hereof, Seller agrees to sell and Buyer agrees to buy certain real estate located in Portland, Cumberland County, Maine in a development known as River's Edge and more particularly described as Lot Number 3 on a plan entitled "Final Subdivision Plan, River's Edge, Congress Street, Portland, Maine Made for Stroudwater Farms Associates" prepared by Owen Haskell, Inc. dated April 10, 2001 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 494, together with all appurtenant rights and easements, (hereinafter the "Premises").
2. **PURCHASE PRICE.** Buyer agrees to pay for the Premises the sum of Eighty Thousand Dollars (\$80,000.00), (the "Purchase Price") payable as follows:
 - a. **Earnest Money Deposit.** \$1,000.00 and 00/100 (\$1,000.00) as an earnest money deposit at the time of the execution of this Agreement (the "Deposit"). The Deposit shall be held in by the Seller, in a non-segregated account and without interest, and shall be credited towards the Purchase Price if and when there is a closing and otherwise pursuant to this Agreement.
 - b. **Balance of Purchase Price at Closing.** The balance of the Purchase Price, Seventy Nine Thousand Dollars and 00/100 (\$79,000.00) shall be paid by immediately available funds, cash or certified check at the time of the closing.
3. **TITLE.** Seller shall convey the Premises to Buyer at Closing in fee simple with good and marketable title in accordance with the standards of the Maine Bar Association, free and clear of all liens but subject to easements, privileges, restrictions and agreements of record. If Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time in which to remedy any title defects. If such defects cannot be corrected or remedied, or if Seller elects in Seller's discretion not to remedy the same, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations to each other hereunder will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist without a reduction in the Purchase Price.

The closing of this transaction shall take place after Buyer is Bank approved, satisfactory Financing + Title, but not to exceed 60 days

4. **CLOSING** [The Closing of this transaction shall take place on or before March 4, 2004 at the offices of Cumberland Title Co.] One Canal Plaza, Portland, Maine or at such time at place as Seller and Buyer shall mutually agree upon in writing. 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. The acceptance of the deed by the Buyer at closing shall be deemed to be full performance and discharge of every agreement, obligation and representation made on the part of the Seller, except as expressly set forth in such deed. The parties agree that none of the statements contained in this Agreement are collateral agreements. know

5. **POSSESSION.** Seller shall deliver possession of the Premises to Buyer free and clear of all leases, tenancies and occupancies by any person.

6. **ADJUSTMENTS, PRO-RATION AND CLOSING COSTS.**

- a. Real Estate taxes and assessments shall be pro-rated as of the Closing on the basis of the latest available tax bill.
- b. The Maine Real Estate Transfer Tax shall be paid one-half by each of Seller and Buyer. The recording fee for the deed will be paid by the Buyer.
- c. The Buyer shall pay to the Seller an amount equal to One-sixth (1/6th) the estimated annual common expense charges for the Premises, and Seller shall contribute such payments for the Buyer to a working capital fund established by the Seller as a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance. Such payment to the working capital fund shall not be treated as a prepayment of monthly common expenses assessments.

7. **DEFAULT AND REMEDIES.** In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's remedies shall be either (i) retention of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii) recourse to all available legal and equitable remedies. Upon retention of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer's exclusive remedies shall be either (i) return of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii) specific performance of this Agreement. Upon return of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder.

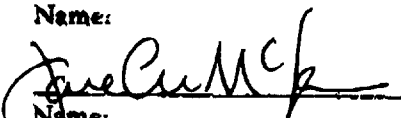
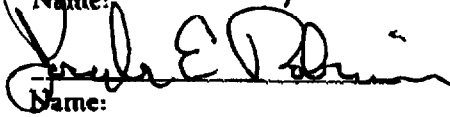

- 8. **GENERAL PROVISIONS.** Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail, postage prepaid, certified, return receipt requested, addressed as follows: Stroudwater Farms Associates, 91 Johnson Road, Falmouth, Maine 04105.
- 9. **CONTINGENCIES:** This Agreement is subject to Buyer's ability to obtain financing at market rates.

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. The rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller.

This Agreement constitutes the entire Agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

<p>Name: _____  Name: _____  Name: _____</p>	<p>Seller Soc. Sec.# _____  Seller Soc. Sec.# _____ East Coast Development 004-58-7569 Buyer Soc. Sec.# _____</p>
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Applicant: East Coast Dev - Joe Robinson Date: 3/26/04

Address: Heritage Court (lot #3) C-B-L: 217-A-33 & 28-D-33

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New home Development

Zone Location - C-8 Contract Zone (R-3 regular Zone)

Interior or corner lot - end of cul-de-sac 28x38 24x24

Proposed Use/Work - to construct new single family with attached garage

Sevage Disposal - city

Lot Street Frontage - 50' min req - 76' shown

Front Yard - 25' min req - 26' scaled to front porch

Rear Yard - 25' min req - ~53' to closest

Side Yard - 14' min - ~48' & 64' shown

Projections - front porch - rear daylight basement shown rear stairs & porch

Width of Lot - 75' req

Height - 35' max - 27.5' to lowest in rear

Lot Area - 6,500 sq ft 17,932 sq ft

Lot Coverage/ Impervious Surface - 25% MAX 4458 sq ft MAX

Area per Family - 6,500 sq ft

Off-street Parking - 2 req - 2 car garage shown

28 x 38 = 1064

24 x 24 = 576

Loading Bays - N/A

4 x 6 = 24
1664

Site Plan - # 2004-0055 minor/minor

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 12 - Zone X

Site conditions for buffer areas on lot