

**D ON PRINCIPAL FRONTAGE OF WORK
Y OF PORTLAND**

PERMIT ISSUED

3U **PERMIT**

Permit Number: 100957

OCT 12 2010

gar Single Family Ho

City of Portland

CB 260-A011001

, file or completion accepting this permit shall comply with all
Municipal Code and of the Ordinances of the City of Portland regulating
use of buildings and structures, and of the application on file in

Notification of inspection must be
given and written permission procured
before this building or part thereof is
occupied or other use is made-in. 24
HOURS NOTICE IS REQUIRED.

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

James Banks 10/7/10
Director - Building & Inspection Services

PLEASE DO NOT REMOVE THIS CARD

Per TM 01

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 10-0957	Issue Date:	CBL: 260 A011001
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Location of Construction: 0 TERRACE AVE (37-39 Rowe Av	Owner Name: MACK ALVIN	Owner Address: 750 WARREN AVE	Phone:
Business Name:	Contractor Name: RM, Inc.	Contractor Address: 98 Broadway South Portland	Phone: 2073325463
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Land	Proposed Use: Single Family Home - New 3 bedroom 1.5 bath no garage Single Family Home	Permit Fee: \$1,195.00	Cost of Work: \$110,000.00	CEO District: 3
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-3 Type: SB IRC-2003 Signature: JMB 10/2/10	

Proposed Project Description: New 3 bedroom 1.5 bath no garage Single Family Home	Signature:	Signature: JMB 10/2/10
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: Idobson	Date Applied For: 08/06/2010	Zoning Approval
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <i>Panel 6 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2010-0021</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/ conditions</i> Date: <i>8/26/10 JEM</i>	<p>Zoning Appeal</p> <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:	<p>Historic Preservation</p> <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:
	<p>PERMIT ISSUED</p> <p>OCT 12 2010</p> <p>City of Portland</p>		

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 (ONLY)

or email: buildinginspections@portlandmaine.gov

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

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

 X **Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers**

 X **Foundation Inspection: Prior to placing ANY backfill for below grade occupiable space**

 X **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

 X **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.

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-0957	Date Applied For: 08/06/2010	CBL: 260 A011001
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Location of Construction: 0 TERRACE AVE (37-39 Rowe Av	Owner Name: MACK ALVIN	Owner Address: 750 WARREN AVE	Phone:
Business Name:	Contractor Name: RM, Inc.	Contractor Address: 98 Broadway South Portland	Phone (207) 332-5463
Lessee/Buyer's Name RM, Inc.	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home - New 3 bedroom 1.5 bath no garage Single Family Home	Proposed Project Description: New 3 bedroom 1.5 bath no garage Single Family Home
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Ann Machado	Approval Date: 08/20/2010
Note: 9/28/10 - Received revised siteplan relocating house towards rear of lot. Can no longer build deck because can't meet rear setback. Can do steps to grade & a patio. Ok to Issue: <input checked="" type="checkbox"/>			
<ol style="list-style-type: none"> 1) This permit is being issued with the condition that a deck cannot be built off the rear of the house because it would encroach on the rear setback. 2) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed structure, it may be required to be located by a surveyor. 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval. 4) 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: 10/07/2010
Note: 10/5/10 Routed from Tammy M. Ok to Issue: <input checked="" type="checkbox"/>			
<ol style="list-style-type: none"> 1) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans. 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process. 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work. 4) Those building a new single family dwelling shall install a CO detector in each area within or giving access to bedrooms. That detection must be powered by the electrical service in the building and battery. 			

Dept: DRC	Status: Approved with Conditions	Reviewer: Philip DiPierro	Approval Date: 10/07/2010
Note: Ok to Issue: <input checked="" type="checkbox"/>			
<ol style="list-style-type: none"> 1) The applicant agrees that further filling of the wetlands is prohibited, and a restriction that prohibits further filling of the wetland shall be included in the deed. 2) A drainage easement must be submitted to the City for review and approval prior to the issuance of any Certificate of Occupancy. 3) The applicant shall have a licensed surveyor install, prior to the issuance of any Certificate of Occupancy, permanent mounumentation/pins identifying property corners. 4) Erosion and Sedimentation control shall be established and inspected by the Development Review Coordinator prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines. All Erosion and Sedimentation control measures must be inspected and maintained daily. 			

Location of Construction: 0 TERRACE AVE (37-39 Rowe Av	Owner Name: MACK ALVIN	Owner Address: 750 WARREN AVE	Phone:
Business Name:	Contractor Name: RM, Inc.	Contractor Address: 98 Broadway South Portland	Phone (207) 332-5463
Lessee/Buyer's Name RM, Inc.	Phone:	Permit Type: Single Family	

- 5) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 6) A street opening permit(s) is required for your site. Please contact Carol Merritt ay 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 7) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Services must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 8) 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.
- 9) The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.
- 10 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.
- 11 All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

Comments:

8/6/2010-ldobson: Permit held for additional information regarding owners of property. Final meeting and confirmation of owners
8/5/2010

8/19/2010-amachado: Left voicemail for Rob Twombly. Is the deck being built or not? Building plans & siteplan show side entry on right side but elevation plan does not. Need 11" x 17' or pdf of building plans.

8/20/2010-amachado: Received revised plans from Rob Twombly. .

9/28/2010-amachado: Received revised site plan from Rob Twombly. Had to relocate house towards rear. Cannot build a deck now, but can have stairs to grade as long as meets zoning requirements. New plan meets zoning requirements.

10/4/2010-amachado: Rob Twombly came in and stated that he was not building stairs to grade at this time. He will put a barrier across the door to prevent access to the outside. See note Rob submitted.

Jeanie Bourke - Rowe Ave. Single Family Site Plan Review

From: Philip DiPierro
To: Code Enforcement & Inspections
Date: 10/7/2010 9:27 AM
Subject: Rowe Ave. Single Family Site Plan Review

Hi all, both single family projects, site plan #2010-0021 at 37-39 Rowe Ave., and site plan #2010-0022 at 41-45 Rowe Ave., meet minimum DRC site plan requirements for the issuance of a building permit. Please see UI for sign off.

Thanks.

phil



CITY OF PORTLAND, MAINE
 Department of Building Inspections

Original Receipt

7.23 20 10

Received from B M Inc

Location of Work Rozzo Ave

Cost of Construction \$ _____ Building Fee: 4,120

Permit Fee \$ _____ Site Fee: 300

Certificate of Occupancy Fee: 75

Total: 4,495

Building (12) Plumbing (15) Electrical (12) Site Plan (12)

Other _____

Case #: 200-A-9

Check #: 3166 Total Collected \$ 4,495

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

Taken by: [Signature]

WHITE - Applicant's Copy
 YELLOW - [unclear]
 PINK - [unclear]



General Building 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>Rowe Ave (37-39')</u>		
Total Square Footage of Proposed Structure/Area <u>1,350</u>		Square Footage of Lot <u>9,100</u>
Tax Assessor's Chart, Block & Lot Chart# <u>260</u> Block# <u>A</u> Lot# <u>11</u> <i>W. W. W. W.</i>	Applicant *must be owner, Lessee or Buyer* Name <u>RMI Inc</u> Address <u>98 Broadway</u> City, State & Zip <u>So Portland ME 04106</u>	Telephone: <u>207-332-5463</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>110,000.00</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>VACANT LAND</u> If vacant, what was the previous use? Proposed Specific use: <u>NEW Single Family house</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>NEW 3 Bedroom 1 1/2 Bath house</u>		
Contractor's name: <u>RMI INC ME</u> Address: <u>98 Broadway So Portland</u> City, State & Zip: <u>ME 04106</u> Telephone: <u>207-332-5463</u> Who should we contact when the permit is ready: <u>Rob Twardy</u> Telephone: <u>207-332-5463</u> Mailing address: <u>98 Broadway So Portland ME 04106</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: [Signature] Date: 7/15/2010

This is not a permit; you may not commence ANY work until the permit is issue

260-A-11

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)		
Component	Submitted Plan	Findings/Revisions/Dates
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	OK - on detail	
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	OK page	
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2" - 6' OC - OK	
Lally Column Type (Section R407)		
Girder & Header Spans (Table R 502.5(2))	3-2x12's	
Built-Up Wood Center Girder Dimension/Type	3-2x12's } OK	
Sill/Band Joist Type & Dimensions	2x6 PT S.I.	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8's } OK 12' span	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and	2x6 collar ties	

10-957

R802.4(2))		
Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10's - OK	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	5/8 wall / 1/2" roof / 3/4 floor	
Fastener Schedule (Table R602.3(1) & (2))	Per IRC	
Private Garage (Section R309) Living Space? (Above or beside)	N/A	
Fire separation (Section R309.2)		
Opening Protection (Section R309.1)	N/A	
Emergency Escape and Rescue Openings (Section R310)	OK	
Roof Covering (Chapter 9)	asphalt	
Safety Glazing (Section R308)	N/A	
Attic Access (Section R807)	22x30 shown	
Chimney Clearances/Fire Blocking (Chap. 10)	N/A	
Header Schedule (Section 502.5(1) & (2))	3-2x10's - TYP	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-	R-38 Roof / R-19 walls	

①

→ Need R-19 floor
U = 0.35

8/20/16 U-31
Floor R-21

OK

10-0857

Factor Fenestration		
Type of Heating System		
Means of Egress (Sec R311 & R312) Basement		
Number of Stairways		
Interior		
Exterior		
Treads and Risers (Section R311.5.3)	10 / 7 5/8 - OK	9.5 shown on section
Width (Section R311.5.1)	3' - OK	
Headroom (Section R311.5.2)	6' 8" - OK	
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	OK shows detail	
Smoke Detectors (Section R313) Location and type/Interconnected	OK	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A	
Deck Construction (Section R502.2.1)	OK	

Applicant: RM Inc (Rob Tronby)

Date: 8/19/2010

Address: 37-39 Rowe Ave (O Terrace Ave)

C-B-L: 210-A-11 (12, 41, 42)

Permit # 102957

CHECK-LIST AGAINST ZONING ORDINANCE

* new site plan received 9/28/10 used for zoning

Date - new

Zone Location - R-3

Interior on corner lot -

Proposed Use/Work - build single family, fully detached w/ full dormer on rear - 24' x 32'

Sevage Disposal - public

Lot Street Frontage - 50' min. - 65' scaled

Front Yard - 25' min - 33.5' scaled to steps, 37.5' scaled to porch (OK)

Rear Yard - 25' min. - 71' scaled to back lot wall, 77' scaled to lawn (OK) 67' to deck (OK) 30' to have scaled; 24' to back lot section 14-433

Side Yard - 1 1/2 stories - 8' min. 8' on right left. * can reduce side to 8' if increase other side (25' porch - 14' min) 25' on right left needs to be 20' - 25' (OK)

Projections - 2' x 11' porch, 4' x 6' front steps, 3' x 6' side stoop, 10' x 12' deck.

Width of Lot - 65' min. 65' scaled

Height - 35' max - 20.5 scaled (OK)

Lot Area - 6500 sq ft - 9106 sq ft site (OK)

Lot Coverage Impervious Surface - 35% = 3187.14

Area per Family - 6500 sq ft (OK)

Off-street Parking - 2 spaces required - 12' x 30' shown (OK)

Loading Bays - N/A

Site Plan - minor/minor 2010-0021

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 6 zone X

32 x 24 = 768

2 x 11 = 22

4 x 6 = 24

3 x 6 = 18

~~10 x 12 = 120~~

952 (OK)

blacked 30

982 (OK)

- 120
862 (OK)

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

2010-0021
Application I. D. Number

Mack Alvin
Applicant
750 Warren Ave , Portland , ME 04103
Applicant's Mailing Address
Rob Twombly
Consultant/Agent
Agent Ph: (207)332-5463 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

8/5/2010
Application Date
Single Family Home
Project Name/Description

Terrace Ave (37-39 Rowe Ave), Portland, Maine
Address of Proposed Site
260 A011001
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 Apt 0 Condo 0 Other (specify) _____
0

Proposed Building square Feet or # of Units	Acreage of Site	Proposed Total Disturbed Area of the Site	Zoning
---	-----------------	---	--------

Check Review Required:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Zoning Conditional - PB | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> Design Review |
| <input type="checkbox"/> Amendment to Plan - Board Review | <input type="checkbox"/> Zoning Conditional - ZBA | <input type="checkbox"/> Shoreland | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Amendment to Plan - Staff Review | | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Historic Preservation |
| <input type="checkbox"/> After the Fact - Major | | <input type="checkbox"/> Stormwater | <input type="checkbox"/> Flood Hazard |
| <input type="checkbox"/> After the Fact - Minor | | <input type="checkbox"/> PAD Review | <input type="checkbox"/> Traffic Movement |
| | | <input type="checkbox"/> 14-403 Streets Review | <input type="checkbox"/> Housing Replacement |
| | | | <input type="checkbox"/> Other _____ |

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 8/5/2010

Zoning Approval Status:

Reviewer _____

- Approved Approved w/Conditiona See Attached Denied

Approval Date _____ 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

- | | | | |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | _____ | _____ | _____ |
| | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ | _____ | |
| | date | amount | |
| <input type="checkbox"/> Building Permit Issue | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | _____ | _____ | _____ |
| | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ | <input type="checkbox"/> Conditions (See Attached) | _____ |
| | date | | expiration date |
| <input type="checkbox"/> Final Inspection | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Released | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ | _____ | _____ |
| | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | _____ | _____ | |
| | date | signature | |

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Telephone: 207-774-6665
Fax: 207-774-1626

July 12, 2010

TO WHOM IT MAY CONCERN

Re: Adam Mack/Sale of Lots on Rowe Avenue, Portland, Maine

Dear Sir/Madam:

Our office has assisted the collective owners of properties at 37-45 Rowe Avenue. Currently, there are five (5) different owners of ten (10) different lots on Rowe Avenue identified as Assessor Map 260, Block A, Lots 9-12 and a portion of 13, and Lots 41-44 and a portion of Lot 49. We understand a question has arisen about the potential application of the subdivision law regarding the combining of the above lots to form two (2) buildable lots.

Maine Subdivision Law, Title 30-A MRSA § 4401 *et. seq.*, applies only to the "division" of a "tract or parcel" of land into three (3) or more "lots". Creating three lots from one original parcel triggers subdivision review. Two lots, even from one parcel, would not be a subdivision under the State definitions.

The lots in the middle (lots 11 and 42) will be split in order to form the two buildable lots. However, each portion will be conveyed to an abutter and therefore does not create a separate lot under 30-A MRSA § 4401(4)(D-6). Since no other parcel of land that is in the same ownership is being divided, state and local subdivision ordinances would not be applicable to the present situation which contemplates combining ownership of five (5) lots into two (2) lots. Since the existing five (5) lots are being combined resulting in two reconfigured lots, this would not be defined as a subdivision. Creating three new lots triggers subdivision review.

I attended a subdivision seminar about a month ago presented by Attorney Rebecca Warren Seal of the Maine Municipal Association, and I attach a few pages from the introduction of the session which addresses some of the basic definitions of the subdivision law.

Please let me know if I may be of further assistance or if you need any additional information.

Yours truly,

Thomas F. Jewell, Esq.

TFJ/maj

THE STATUTORY DEFINITION OF “SUBDIVISION” FOR PURPOSES OF MUNICIPAL REVIEW AND RELATED ISSUES

Submitted by

Rebecca Warren Seel, Esq.
Maine Municipal Association - Augusta

Introduction: The following discussion of the Municipal Subdivision Law is intended as general information and not as legal advice. It is important to read and re-read the statutory language, pertinent municipal ordinance provisions, and relevant court decisions in attempting to determine whether a particular fact pattern constitutes a subdivision requiring municipal review and approval. Municipal review of subdivisions is governed by 30-A MRSA §4401 et seq. The definition of “subdivision” that controls review by the Department of Environmental Protection under the Site Location of Development Act is found in 38 MRSA § 482(5). The definition governing review by the Land Use Regulation Commission of subdivisions in the unorganized territories of Maine is found in 12 MRSA §§ 682-682-B.

The Statute: A copy of the Municipal Subdivision Law (30-A MRSA § § 4401- 4407; formerly 30 MRSA § 4956 and 30-A MRSA § 4551) appears in its entirety in Appendix A-1 of these materials. A complete legislative history for this law is included in the Appendix A-2.

The Statutory Definition of “Subdivision”: The statutory definition of “subdivision” for the purposes of municipal review currently is found in 30-A MRSA § 4401(4). It includes two distinct categories: land subdivisions and dwelling unit subdivisions.

Land Subdivisions—Basic Elements and Issues

The elements:

- the “division”
- of a “tract or parcel” of land
- into 3 or more “lots”
- within any 5 year period beginning on or after September 23, 1971
- whether accomplished by “sale, lease, development, buildings or otherwise”
- by whomever accomplished
- unless otherwise exempt as a “homestead” lot, “open space” lot, 40 acre lot, devise, condemnation, court order, gift to relative, gift to a municipality, transfer to an abutter, lot not part of a subdivision when created, lot with a pre-September 23, 1971 dwelling structure, or “grandfathered” subdivision (see discussions below)

The issues:

1. **The “division” into lots by sale, lease, development, buildings or otherwise means the “splitting off of a legal interest of sufficient dignity” in the land.**
 - *Town of York v. Cragin*, 541 A.2d 932 (Me. 1988) (held that structures such as hotel, motel, apartment building, multi-unit condo structure didn’t qualify as “divisions” of land); see discussion later in these materials of current statutory language regarding multi-unit dwellings and construction or placement of “dwelling units.”
 - *Town of Arundel v. Swain*, 374 A. 2d 317 (Me. 1977) (use of campsites for a rental fee in a traditional type of campground didn’t qualify as “divisions”).
 - *Planning Board of Town of Naples v. Michaud*, 444 A. 2d 40 (Me. 1982) [Fee simple sale of site in a campground constituted a “division.” Although the sites had no fixed boundaries, the court found that there was a “functional division” on the basis that the layout of the sites would lend itself to a feeling of control by the occupant (“territorial imperative”) and would provide a legal basis on which a court could establish legal boundaries.]
 - *Town of Harpswell v. Powers*, Mem. of Decis., February 17, 1998 (lease of two portions of Powers’ parcel of land divided the parcel into 3 lots requiring subdivision approval).
 - A mobile home park generally qualifies as a type of division by lease.
 - Mortgage interests—If encompassing the entire lot, the mortgage doesn’t constitute a division in its own right; if on a portion of the lot, it does constitute a division [30-A MRSA §4401(4) (1); *Town of Orrington v. Pease*, 660 A. 2d 919 (Me. 1995)]; mortgagee not prevented from lawfully foreclosing upon property in an unapproved subdivision. *Gorham Savings Bank v. Baizley*, 1998 ME 9, 704 A.2d 398.
 - A land installment contract isn’t a “sale” until a deed is issued because the buyer has no enforceable interest in the land; may be an example of a division by “otherwise.”
 - A purchase and sale agreement describing a lot to be sold must contain language conditioning the sale on obtaining subdivision approval if entered before a plan is approved, if the lot is part of an unapproved subdivision. 30-A MRSA §4406; *Murray v. Town of Lincolnville*, 462 A.2d 40 (Me. 1983).
 - The creation of a condominium interest in land constitutes a division.
 - Placement of 3 or more buildings on a single parcel, where the land and buildings are in single ownership and used by the owner (e.g., college campus; complex of commercial buildings including main office, storage building, warehouse)—does it constitute a subdivision? Arguably it is a division by “buildings,” but the statute is unclear when the buildings aren’t dwelling units.
 - Where a strip of land is sold in fee for a road, it constitutes a “lot” for the purposes of the subdivision law, even though it is not a buildable lot in its own right.
 - Beware of unintended subdivisions which result from poor descriptions/conveyancing language in deeds, as for example, where the intent is to convey 2 lots, but because a small portion of land is left out of the description, a third, unintended lot, is created.
2. **A “tract or parcel”**
 - §4401(6) defines “tract or parcel” as “all contiguous land in the same ownership, except that lands located on opposite sides of a public or private road are considered each a separate tract or parcel of land unless the road was established by the owner of land on both sides of the road after September 22, 1971.” (This definition was amended by PL 2007, c. 49, §1, effective 9/20/07.)

- Look at the "parent parcel" from which 3 or more lots/interests were split/will be split within a single 5 year period by anyone with a legal right to do so.
 - "All contiguous land"—"Contiguous" is defined in *The American Heritage Dictionary of the English Language* (4th edition) as "sharing an edge or boundary; touching." This would include land on each side of a road or stream or river, if the ownership of the bed is the same as on both sides. (But see the discussion below regarding a parcel divided by a road.)
 - In the "same ownership"—Title of all contiguous parcels must be held in the same names and in the same estate to be treated as a single tract or parcel; see *Town of Orrington v Pease*, 660 A.2d 919 (Me. 1995), and *Town of Bridgton v Rolfe*, District Court, District Nine, Division of No. Cumberland, Dkt. BRI-90-LU-1, August 15, 1990.
 - If the road separating the land on each side was "established" by the owner of land on both sides of the road after September 22, 1971, then the land on each side constitutes a combined single parcel, not two separate parcels. Research when and how the road in question was established by reviewing records at the registry of deeds, State, county and municipal records documenting creation of the road and the maintenance and use of the road. Questions: Does "established" mean "officially" created? What is "creation"? Is 9/22/71 now the point of reference for all road-related "tract or parcel" analyses or only for divisions occurring after 9/20/07 (the effective date of the amendment to the definition of "tract or parcel")? Is it enough that the landowner at the time physically removed trees and made a path with heavy equipment? Is prescriptive use without a court declaration regarding status enough? Use less than 20 years? Are deeded easement rights a "road"? If research indicates that the road was ever open to/used by the public, there arguably is a reasonable presumption that the land on each side wasn't owned by the person who established the road.
 - A lot is analyzed as part of the bigger tract or parcel from which it was split, at least until 5 years have elapsed since its creation, and maybe longer under 30-A MRSA § 4406(1)(E) or some local ordinances; it doesn't become a tract or parcel in its own right at least until the expiration of 5 years from its creation, even if it is a lot which is exempt when first created. (See discussion of exempt lots later in these materials.)
 - See § 4404(13), (14), (14-A), and (15) regarding flood areas, freshwater wetlands, farmland, and rivers, streams and brooks—These must be identified if "within the subdivision," not just for the lots that will be offered for sale, but for all the land that is part of the "subdivision" as defined, including retained acreage. Whether these must be identified on the plan itself or only on accompanying maps is unclear. ("Farmland" definition was added as §4401(2-B) by PL 2009, c. 356, Pt. C, § 1, effective 9/12/09; "farmland" review criterion was added as §4404(14-A) by PL 2009, c. 356, Pt. C, § 2, effective 9/12/09.)
3. Creation of 3 or more lots
- Two "divisions" of the parcel create 3 lots, whoever makes the divisions.
 - Where the owner conveys a lot from the middle of a parcel to another person and retains the portions on either side of the middle piece, a subdivision is not created. Only one "division" has occurred and only 2 lots are created; the pieces on either side of the middle are considered to be a combined single lot retained by the owner. *Bakala v Town of Stonington*, 647 A.2d 85 (Me. 1994). Question: What if the owner conveys a lot out of the middle to one person and also conveys the land on either side of the middle piece to a second person, with each end piece having its own legal description in the deed of conveyance? Some argue that this is controlled by *Bakala* and that no subdivision is created. Others take the position that this is distinguishable from *Bakala* because there is more than one "division" as a result of the conveyance of the end pieces to another person.

260-A-11, 12, 4142 37-39 Row

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PURCHASE AND SALE AGREEMENT - LAND ONLY - 4 2010

Offer Date May 17, 2010

Effective Date May 17, 2010
Effective Date is defined in Paragraph 20 of this Agreement
City of Portland Maine

1. PARTIES: This Agreement is made between RM Ink. ("Buyer") and AMJK Properties LLC, & Alvin Mack ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 37 & 41 Rowe Ave. described in deed(s) recorded at said County's Registry of Deeds Book(s) 2144, Page(s) 55

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 105,000.00 Buyer has delivered; or will deliver to the Agency within Sec 22 days of the Offer Date, a deposit of earnest money in the amount \$ Sec # 22. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered _____. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Maine Realty Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 14, 2010 (date) 6 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 16, 2010 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period, if, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

September 2009 Page 1 of 4 - P&S-LO Buyer(s) Initials RM Seller(s) Initials AM

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a N/A loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- c. Buyer to provide Seller with loan commitment letter from lender within N/A days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
- h. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Laurence A. Kelly of Maine Realty Group is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

N/A of N/A is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

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

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

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

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

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

19. ADDENDA: Yes Explain: _____ No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

EXHIBIT A

A better description of the
Property to be conveyed

Two Lots will be separately Deeded to RM, Inc.

All lot references are on the City of Portland TAX MAP 260 Block A

From AMJK Properties, LLC

All of Lots 9, 10, 43, 44.

5 feet of lots 11 & 42

From Alvin Mack

All of Lots 12 & 41

10 feet of Lots 13 & 40

25 feet of Lots 11 & 42

(30 foot lots, 5 feet previously conveyed to AMJK above)

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Dept. of Building Inspections
City of Portland Maine

AM JK

Rowe Lots Sheet

All City Lots Tax Map # 260, Block A

Subdivision is Brighton Avenue Terrace CCRD Plan Book 11 Page 13

CURRENT

Owner	City Lot #	Subdiv Lot	Amount	Width	Seller	Date Sold	BK	Page
AMJK Properties, LLC	9	123	all lot	30	W&C, LLC	6/24/2009	27025	85
AMJK Properties, LLC	10	124	all lot	30	W&C, LLC	6/24/2009	27025	85
Warren Development	43	151	all lot	30	Alvin Mack	9/24/2008	26423	10
Warren Development	44	152	all lot	30	Alvin Mack	9/24/2008	26423	10
Alvin Mack	11	125	all lot (5 will go)	30	Scott Potter	4/1/2009	26762	294
Alvin Mack	12	126	all lot	30	Scott Potter	4/1/2009	26762	294
Alvin Mack	13	127	10 foot strip	10 30	W&C, LLC	6/24/2009	27025	83
Alvin Mack	40	148	10 foot strip	10 30	W&C, LLC	6/24/2009	27025	83
Minat Corp	42	150	all lot (5 will go)	30	Dean Lowe	2/27/1997	12983	17
Brenda Hill	41	149	all lot	30	Constance Meunier	5/21/2004	21444	55

FOR SALE TO TWOMBLY

AMJK Properties, LLC	9	123	all lot	30	W&C, LLC	6/24/2009	27025	85
AMJK Properties, LLC	10	124	all lot	30	W&C, LLC	6/24/2009	27025	85
AMJK Properties, LLC	43	151	all lot	30	Warren Development	To be done		
AMJK Properties, LLC	44	152	all lot	30	Alvin Mack <i>Warren Dev</i>	To be done		
AMJK Properties, LLC	11	125	5 feet	5	Alvin Mack	To be done		
AMJK Properties, LLC	42	150	5 feet	5	Warren Dev from Minat	To be done		
Alvin Mack	11	125	all lot, less 5 feet	25	Scott Potter	4/1/2009	26762	294
Alvin Mack	12	126	all lot	30	Scott Potter	4/1/2009	26762	294
Alvin Mack	13	127	10 foot strip	10	W&C, LLC	6/24/2009	27025	83
Alvin Mack	40	148	10 foot strip	10	W&C, LLC	6/24/2009	27025	83
Alvin Mack	42	150	all lot, less 5 feet	25	Minat Corp	To be done		
Alvin Mack	41	149	all lot	30	Brenda Hill	To be done		

*option from Brenda Hill → Alvin Mack
assignment of option American to
→ Alvin Mack*

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Dept of Building Inspections

Bound All
Conveyances That will Happen

cont #3 Alvin Mack 5 feet of lot #11
to AM JK

cont #4 Minot 5 feet of lot 42
to Warren Dev

cont #2 Warren Dev Lots 44 + 43
+ 5 feet of lot 42
to AM JK

→ AM JK has now
Lots 9/10/44/43
+ 5 feet of lots 11 + 42

cont 1 Minot Lot 42 (less 5 feet given to
AM JK)
to Alvin Mack

#5 Brenda Hill Lot 41 to Alvin Mack

→ Alvin Mack now has
Lots 11 + 42 (less 5 feet)
Lots 41 + 12, All
10 feet of lots 13 + 40

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City of Portland Maine

34.53 x 22.15 in

Now

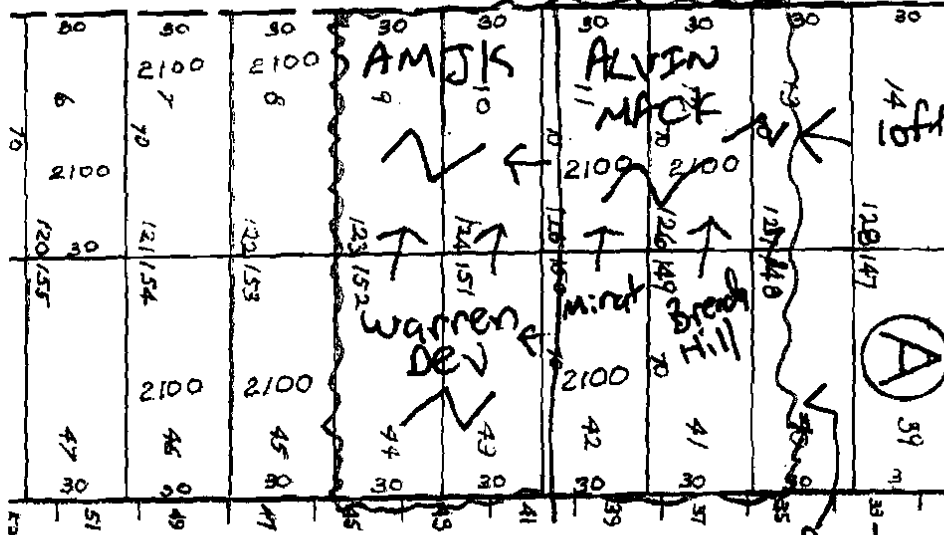
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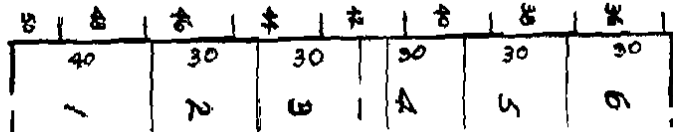
ERRACE

SHEET 263-C



ROWE

130 feet



Free Handout Suggested Sites Web Sites Gallery Google PROBT - Free Online ...

Other bookmarks

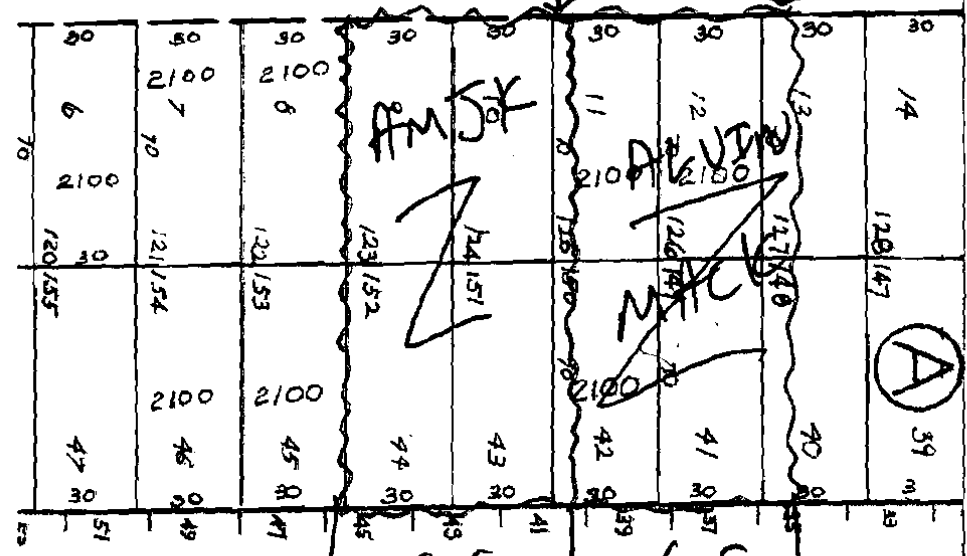
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City of Portland Maine

ERRACE 9 SHEET 263-C



ROWE

65-65

36	36	36	36	36	36	36	36
6	5	4	3	2	1		

34.53 X 22.15 IN

Free Internet Suggested Sites Web Site Gallery Google PRINT - Free Online ...

Other bookmarks

41 Brenda Hill → American Homes.

assignment of option American Homes → ^{from} ~~from~~ ^{Mark.}

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5
OPTION TO PURCHASE

JUL 30 2010

This Agreement is made this 1st day of December, 2004 by and between Brenda B. Hill with a mailing address of Dept. of Building Inspections Pines Drive,, Gorham, ME 04038 (hereinafter called Seller, and City of Portland Maine and American Homes., or it's assigns, a Maine corporation with a place of business in Portland, Maine and mailing address of 34 Preble Street, Portland, Maine 04101 (207) 774-8013 (hereinafter referred as "Buyer").

1. **PREMISES:** This option affects land on Rowe Ave in Portland, Maine. This is the same lot purchased by Brenda B. Hill from Constance Meunier on May 21, 2004. The lot is also referred to as Lot # 41 on the City of Portland, Maine tax Map # 260.

2. **OPTION TO PURCHASE:** The Buyer shall have the option to purchase the Premises upon the following terms and conditions:

a. **OPTION PRICE:** Buyer agrees to pay for the Option \$1.00 upon execution of this agreement. All option payments are nonrefundable and do apply to the purchase price. If Buyer does not exercise the option Buyer shall give to seller any topographical studies, engineering work, surveys or other related work that Buyer has had done and that will help Seller to market the property in the future.

b. **EXERCISE OF OPTION:** Buyer may exercise the option to purchase the property by providing notice to Seller of its intent to purchase the property. Said notice shall be given no later than March 1, 2011, for a closing date on or before May 30, 2011. At Buyers discretion, Buyer may extend this option and all related parts of this contract for up to an additional six years by notifying seller in writing and paying seller an additional \$1,000.00 per year (non-refundable, and does not apply to the purchase price) before the expiration of this option.

c. **RIGHT OF ENTRY:** Buyer shall have the right to enter the Premises during the Option period in order to survey, take soil samples and otherwise test and conduct its due diligence investigations. Buyer shall also indemnify and hold Seller harmless for any damage, injury or liens occasioned by such entry. Buyer shall at Buyer's expense return the property to substantially the same condition it was in prior to such activities. This paragraph shall survive the closing.

3. **EXCERSISING THE OPTION:** If Buyer decides to exercise this option he will do so as follows:

a. **NOTICE:** Any time before 30 days from the expiration of this option Buyer may notify Seller of his intension to purchase the property.

b. **PURCHASE PRICE:** The purchase price for the property shall be \$501.00. The Buyer's \$1.00 deposit shall be applied to the purchase price.

c. **CLOSING:** The closing of this transaction shall take place within Ninety (90) days of the notice from Buyer to Seller of the exercise of this Option.

d. **CASH AT CLOSING:** The purchase price, adjusted for any other costs as described in section #7 shall be paid in certified check, wire transfer or other immediately available funds, at time of closing.

4. **BROKERAGE:** Buyer and Seller both asset that neither has worked with broker on this transaction. If Buyer or Seller has worked with a broker they are solely responsible for the broker's commission.

5. **TITLE:** Seller shall convey the Premises to Buyer at the closing by Quitclaim Deed in fee simple with good and marketable and insurable title, subject to easements, privileges, restrictions, and agreements of record so long as such encumbrances do not affect Buyer's intended use of Premises. If counsel for the Buyer shall be of the opinion, given in good faith, that the title to the property is defective or is otherwise not free and clear of all encumbrances, or is not marketable or not insurable, the closing shall be postponed for a reasonable period of time during which Seller shall diligently pursue the removal of such defect or encumbrance at his own expense, to the reasonable satisfaction of counsel for Buyer. If the title proves defective and if Seller shall fail to remove such defect or encumbrance within thirty (30) days after notice from Buyer of the nature of the defect or encumbrance, Buyer may, at its election, either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance and without a deduction in the purchase price; or (ii) terminate this Agreement, in which event Seller shall return the deposit to Buyer, and the parties hereto shall thereafter have no further rights or obligations hereunder. If a problem with title occurs because of the Eastern Boundary of the Premises (Lot 6E map U-19), then Buyer and Seller agree to work with the Town of Brunswick, which owns the abutting lot near Richard's Pond, to determine a boundary for the lot.

6. **SELLER'S WARRANTIES AND REPRESENTATIONS:** Seller hereby represents and warrants that as of the date hereof, and as of the date of the closing hereunder:

a. Seller has no knowledge of the existence of any violations of laws and regulations affecting the Property. Seller has not received any notice or inquiry from any federal, state or local government authority or representative thereof claiming or inquiring into the existence of any such violations.

b. Seller has no knowledge of any pending or threatened actions or proceedings regarding condemnation of or encumbrances on the ownership, use or possession of the Premises or any party thereof.

c. Seller has no knowledge of underground storage tanks or other environmental contamination on the Premises.

d. Seller represents that the Premises shall be free from any mechanic or material men liens.

7. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS:**

a. All current real estate taxes shall be apportioned pro rata between Seller and Buyer as of the date of closing. Real estate taxes and assessments shall be prorated on the basis of the City of Brunswick tax year.

b. The Maine Real Estate Transfer Tax shall be paid for by Seller and Buyer according to Maine statutory law.

c. The preparation of the Deed and legal description shall be paid for by the Seller.

d. The Buyer shall pay for surveys and inspections, the title search, recording the deed, and closing services.

8. **POSSESSION:** Seller shall deliver possession of Property to Buyer at transfer of title free and clear of all leases, tenancies or occupancies by any person.

9. **INDEMNITY:** Buyer and Seller agree to indemnify and hold each other harmless from and against any and all damages, claims, losses, obligations, liabilities and expenses, including reasonable attorney's fees, incurred as a result of the breach of any representation contained in this Contract. The warranties of this Contract shall survive the closing hereunder.

10. **REMEDIES FOR BREACH:**

a. If Buyer defaults in its performance under this contract, the Seller shall retain the deposit. If Buyer fails to return the property to substantially the same condition it was in prior to having work done, or a lien was placed on the property from work Buyer had done, Seller may employ all legal and equitable remedies. Attorney fees shall be awarded to the prevailing party.

b. If Seller defaults in his performance under this contract or breaches his warranty, the Buyer may employ all legal and equitable remedies including specific performance. Buyer may terminate this agreement and receive back his deposit. Attorney

fees shall be awarded to the prevailing party.

11. **NOTICE:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given on the date of service if delivered personally to 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 with return receipt requested, addressed as provided above.

12. **WITHHOLDING:** The Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2.5%) of the sale proceeds unless the Seller certifies he is a resident of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. Section 5250-A.

13. **SELLER NOT A FOREIGN PERSON:** The Seller warrants and represents to the Buyer that the Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

14. **GENERAL PROVISIONS:** This agreement will inure to the benefit of and bind the respective heirs, successors and assigns of Seller and Buyer. This agreement may be simultaneously executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original. This agreement shall be governed by and construed in accordance with the laws of the State of Maine. The signature of a party upon a facsimile copy shall be deemed to be an original. This Option may be recorded at the election of the Buyer.

Dated this 1st day of December, 2004

Jeffrey Ross
Witness

Brenda B. Hill
Brenda B. Hill

Jeffrey Ross
Witness

American Homes

Adam Mack
Adam Mack, Vice President

ASSINEMENT OF OPTION

This agreement assigns an option to purchase land from American Homes, to Alvin Mack.

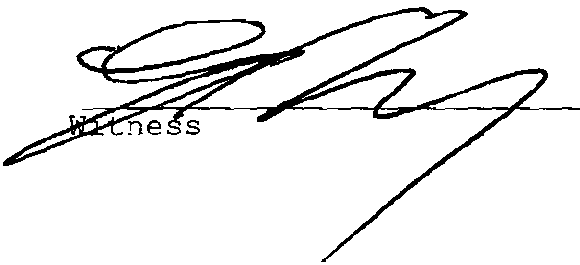
The option was signed on the 1st day of December, 2004 by and between Brenda B. Hill with a mailing address of 31 Laurel Pines Drive,, Gorham, ME 04038, and American Homes., or it's assigns, a Maine corporation with a place of business in Portland, Maine and mailing address of PO Box 7332, Portland, Maine 04112.

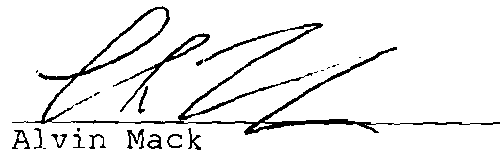
The option affects land on Rowe Ave in Portland, Maine. This is the same lot purchased by Brenda B. Hill from Constance Meunier on May 21, 2004. The lot is also referred to as Lot # 41 on the City of Portland, Maine tax Map # 260.

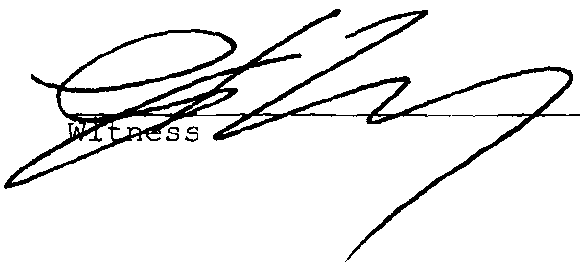
For one dollar and other valuable considerations the option is hereby assigned to Alvin Mack

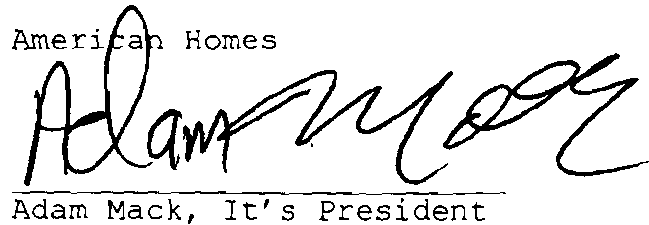
All other provisions of the option remain in full force and effect.

Signed this 27th day of July, 2010.


Witness


Alvin Mack


Witness

American Homes

Adam Mack, It's President

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Dept. of Building Inspections
City of Portland Maine

PURCHASE & SALES AGREEMENT

1

This Agreement is made this 27th day of July, 2010 by and between Alvin Mack, or assigns, with a mailing address of 750 Warren Ave, Portland, ME 04103 (207) 774-8013 (hereinafter called "Buyer") and The Minat Corp. with a mailing address of PO BOX 7332, Portland, ME 04112 (hereinafter referred to as "Seller").

1. **PREMISES**: This agreement affects land owned by Seller located on Rowe Ave in Portland, Maine. The land being Lot # 150, as shown on a plan of lots at Brighton Avenue Terrace belonging to J.W. Wilbur, said plan being made by A. L. Eliot, Surveyor, dated July 9, 1906 and recorded in the Cumberland county registry of Deeds, Book 11 Page 13. Excepting a 5 foot strip that will be separately conveyed to Warren Development Company.

2. **PURCHASE PRICE**: The Buyer shall Purchase the land for a total purchase price of \$100 upon the following terms and conditions:

a. A \$1.00 deposit upon the execution of this agreement. This deposit is nonrefundable and does apply to the purchase price.

b. A final payment of \$99 adjusted for any other costs described in section 6 will be due and payable at closing which shall take place, within ten days of Seller proving clear title to the property.

3. **RIGHT OF ENTRY**: Buyer, or his agents, shall have the right to enter the Premises before the closing in order to survey, take soil samples and otherwise test and conduct its due diligence investigations. Buyer shall also indemnify and hold Seller harmless for any damage, injury or liens occasioned by such entry. Buyer shall at Buyer's expense return the property to substantially the same condition it was in prior to such activities. This paragraph shall survive the closing.

4. **DUE DILIGENCE**:

5. **SELLER'S WARRANTIES AND REPRESENTATIONS**: Seller hereby represents and warrants that as of the date hereof, and as of the date of the closing hereunder:

a. Seller has no knowledge of the existence of any violations of laws and regulations affecting the Property. Seller has not received any notice or inquiry from any federal, state or local government authority or representative thereof claiming or inquiring into the existence of any such violations.

b. Seller has no knowledge of any pending or

threatened actions or proceedings regarding condemnation of or encumbrances on the ownership, use or possession of the Premises or any party thereof.

c. Seller represents that the Premises shall be free from any mechanic or material men liens.

d. There are no underground storage tanks or other environmental contamination on the Premises.

6. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS:**

a. The Maine Real Estate Transfer Tax shall be paid for by entirely by the Buyer.

c. The preparation of the Deed and legal description shall be prepared by the Buyer and approved by Seller.

d. The Buyer shall pay for any additional inspections, the title search, recording the deed, and closing services.

7. **POSSESSION:** Seller shall deliver possession of Property to Buyer at transfer of title free and clear of all leases, tenancies or occupancies by any person. Upon transfer of title, the property and all natural resources contained on it, including timber, shall be in virtually the same condition as of the date of this agreement.

8. **INDEMNITY:** Buyer and Seller agree to indemnify and hold each other harmless from and against any and all damages, claims, losses, obligations, liabilities and expenses, including reasonable attorney's fees, incurred as a result of the breach of any representation contained in this Contract. The warranties of this Contract shall survive the closing hereunder.

9. **RISK OF LOSS:** The risk of loss to the property by a taking of all or any part of the property by eminent domain, prior to the closing, shall be on Seller. In the event that, prior to the closing, the property or any portion is taken by eminent domain, Buyer shall have the option of either (i) terminating this Agreement and receiving back the deposit, or (ii) accepting the insurance proceeds payable be reason of such damage, or the condemnation award payable by reason of such taking, and closing the transaction contemplated by this Agreement notwithstanding the same, and without reduction in the purchase price.

10. **REMEDIES FOR BREACH:**

a. If Buyer defaults in his performance under this contract, the Seller shall retain the nonrefundable deposit as his sole liquidated damages for such default. If Buyer fails to

return the property to substantially the same condition it was in prior to having work done, or a lien was placed on the property from work Buyer had done, Seller may employ all legal and equitable remedies. Attorney fees shall be awarded to the prevailing party.

b. If Seller defaults in his performance under this contract or breaches his warranty, the Buyer may employ all legal and equitable remedies including specific performance. Buyer may terminate this agreement and receive back his deposits. If value of the property or the natural resources contained on it are altered by action of the Seller buyer may deduct such value from the purchase price. Attorney fees shall be awarded to the prevailing party.

c. Both parties agree to have any disputes settled by an arbitrator or mediator and said arbitrator's or mediator's recommendations shall be binding upon both parties.

11. **TITLE:** Seller shall convey the Premises to Buyer at the closing by Warranty Deed in fee simple with good and marketable title, subject to easements, privileges, restrictions, and agreements of record so long as such encumbrances do not affect Buyer's intended use of Premises. If counsel for the Buyer shall be of the opinion, given in good faith, that the title to the property is defective or is otherwise not free and clear of all encumbrances, or is not marketable, the closing shall be postponed for a reasonable period of time during which Seller shall diligently pursue the removal of such defect or encumbrance at his own expense, to the reasonable satisfaction of counsel for Buyer. If the title proves defective and if Seller shall fail to remove such defect or encumbrance within thirty (30) days after notice from Buyer of the nature of the defect or encumbrance, Buyer may, at its election, either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance and without a deduction in the purchase price; or (ii) terminate this Agreement, in which event Seller shall return the deposits to Buyer, and the parties hereto shall thereafter have no further rights or obligations hereunder.

12. **NOTICE:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given on the date of service if delivered personally to 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 with return receipt requested, addressed as provided above.

13. **BROKERAGE:** Seller and Buyer represent to one another that neither has dealt or had contact with any broker in connection with this transaction and each agrees to indemnify and hold harmless the other from any and all costs, expenses or

damages resulting from any claims for brokerage fees or other similar forms of compensation made by any real estate broker or any other person or entity because of the sale of the Premises hereunder.

14. **WITHHOLDING:** The Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2.5%) of the sale proceeds unless the Seller certifies he is a resident of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. Section 5250-A.

15. **MORTGAGE AND INSURANCE:** Seller is responsible for all mortgage and insurance payments, if any, until the closing.

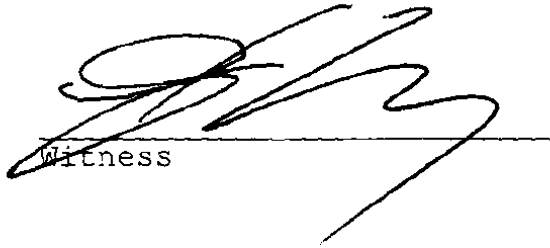
16. **SHARING OF REPORTS:** Seller agrees to provide all reports he has about the premises to the Buyer at no additional cost to the Buyer. If a report has not been completed it is not required to be done for this closing. These reports may include but shall not be limited to: title work, surveys, Forestry Plans, wetland delineation, engineering studies, and soil tests.

17. **BUYER A RE COMPANY:** The buyer is a person engaged in Real Estate speculation. Buyer may decide to resell the property at a future time and if so would hope to make a profit on the sale.

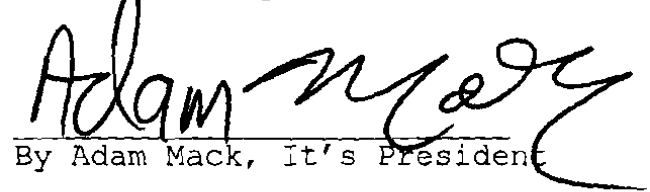
18. **SELLER NOT A FOREIGN PERSON:** The Seller warrants and represents to the Buyer that the Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

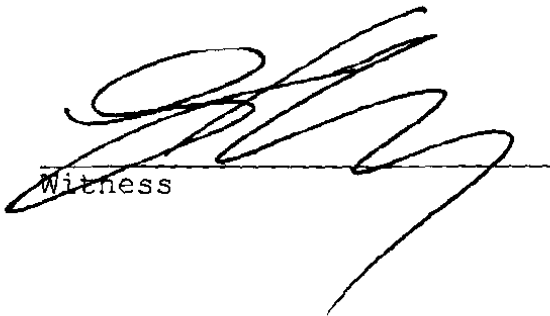
19. **GENERAL PROVISIONS:** This agreement constitutes the entire agreement between Seller and Buyer, and there are no other agreements, understandings, warranties or representations. This agreement will inure to the benefit of and bind the respective heirs, successors and assigns of Seller and Buyer. This agreement may be simultaneously executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original. This agreement shall be governed by and construed in accordance with the laws of the State of Maine. The signature of a party upon a facsimile copy shall be deemed to be an original.

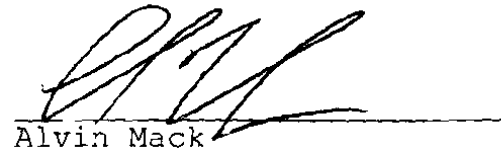
Dated As Above


Witness

The Minat Corp


By Adam Mack, It's President

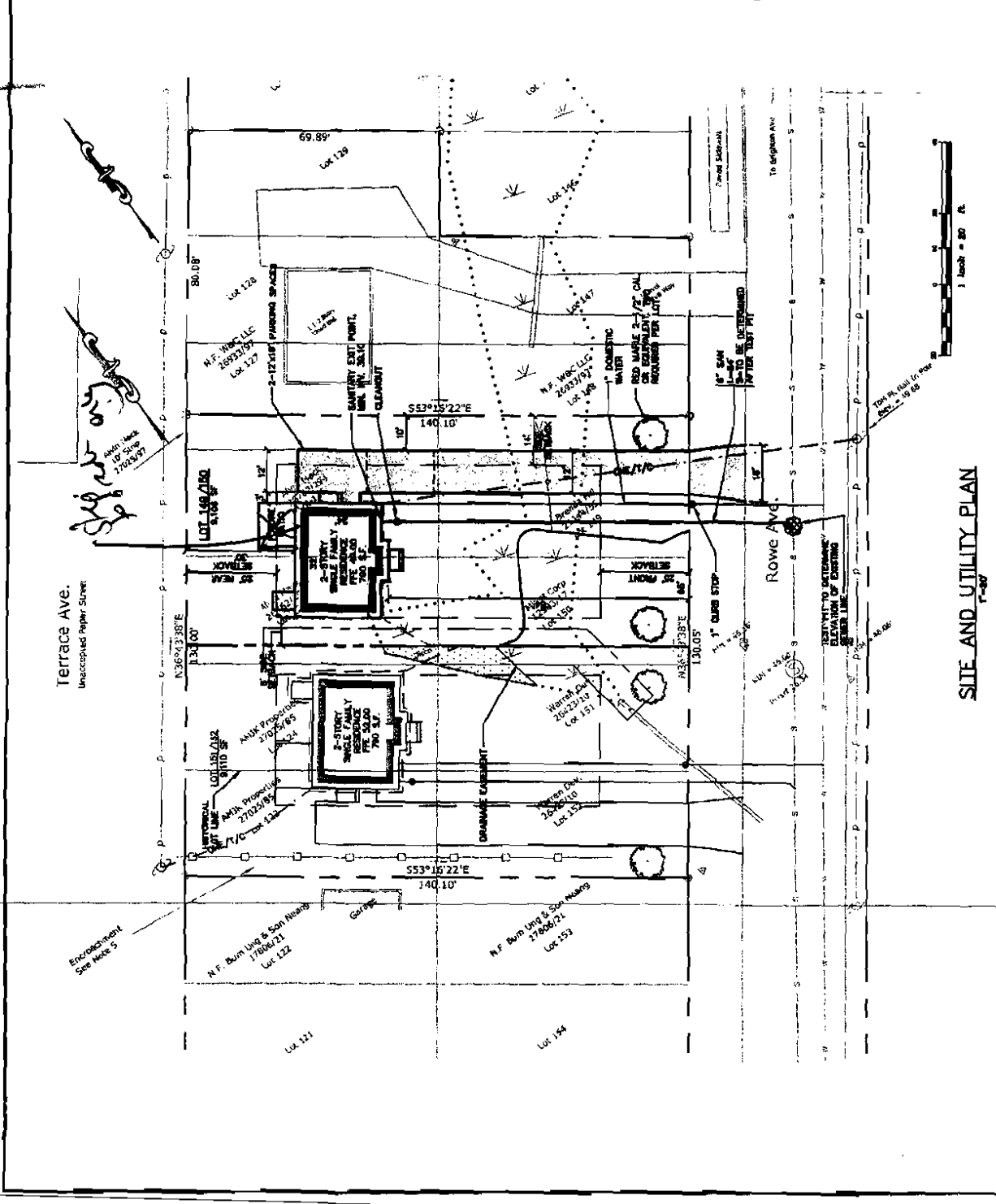

Witness


Alvin Mack

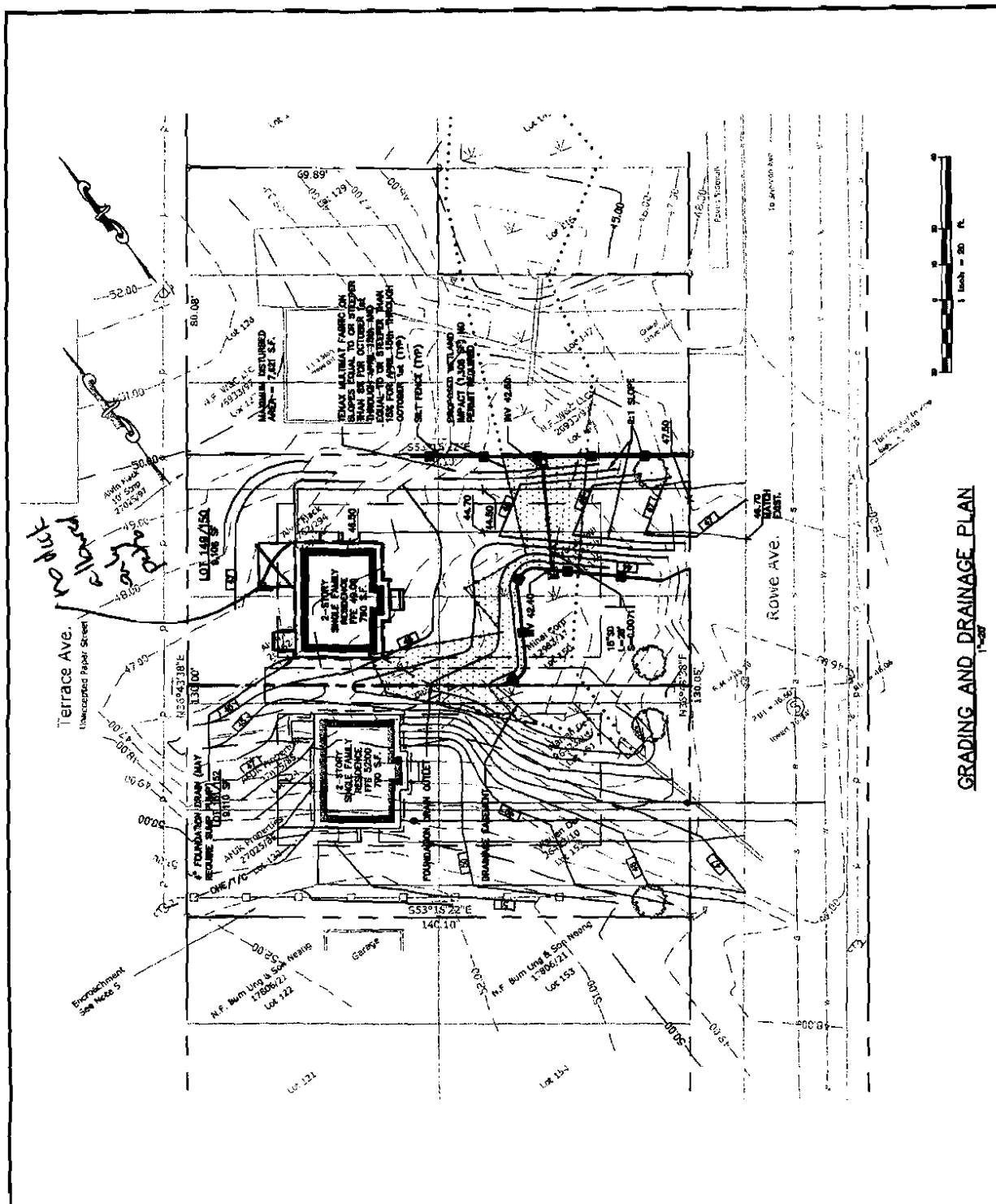
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Dept. of Building Inspections
City of Portland Maine



SITE AND UTILITY PLAN
1-207



GRADING AND DRAINAGE PLAN
1-208

SPACE AND BULK REQUIREMENTS - R-3 ZONE

MINIMUM LOT SIZE	6,000 SF.
MINIMUM FRONT YARD SETBACK	50 FT.
MINIMUM SIDE YARD SETBACK	25 FT.
MINIMUM REAR YARD SETBACK	25 FT.
MINIMUM FRONT YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM LOT WIDTH	3 1/2 STORY
MINIMUM LOT DEPTH	14 FT.
MINIMUM LOT AREA	14 FT.
MINIMUM LOT WIDTH	14 FT.
MINIMUM LOT DEPTH	14 FT.
MINIMUM LOT AREA	14 FT.

* THE WIDTH OF ONE (1) SIDE YARD MAY BE REDUCED ONE (1) FOOT FOR EVERY FOOT THAT THE OTHER SIDE YARD IS CORRESPONDINGLY INCREASED, BUT NO SIDE YARD SHALL BE LESS THAN SEVEN (7) FEET IN WIDTH.

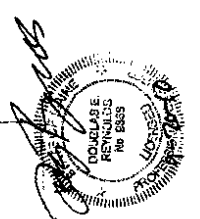
GRADING AND DRAINAGE NOTES:

1. ALL DISTURBED AREAS THAT ARE NOT PAVED SHALL RECEIVE 4" LOAM & BED.
2. COMMON BARRIERS SHALL MEET MOST SPECIFICATION 701.18.
3. FOUNDATION DRAIN SHALL BE DIRECTED TO STAIR LOCATED WITHIN BALCONY. IF REQUIRED, A DRAIN PUMP IS USED. CONNECT OUTLET PIPE TO CATCH BASIN.
4. THE GRADING AND DRAINAGE SYSTEM ON THE PROPERTY SHALL BE CONSTRUCTED AND MAINTAINED AS SHOWN ON THE APPROVED SITE PLAN AND SAND GRADING AND DRAINAGE SYSTEM SHALL NOT BE MODIFIED WITHOUT FURTHER APPROVAL FROM THE PLUMBING AUTHORITY.

GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED BY R.K. LAYTON ASSOCIATES, WESTPORT, MAINE IN OCTOBER 2008.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE MAINE UTILITY COMPANIES AND THESE RECORDS MAY BE INCOMPLETE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF ALL UTILITIES AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO AVOID DAMAGE TO UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. MAINTENANCE OF EXISTING UTILITIES, MEASUREMENTS OF PARALLEL DISTANCES TO THE OWNER AND THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORDS FROM THE CITY OF PORTLAND AND THE CITY OF WESTPORT, MAINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORDS FROM THE CITY OF PORTLAND AND THE CITY OF WESTPORT, MAINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORDS FROM THE CITY OF PORTLAND AND THE CITY OF WESTPORT, MAINE.
4. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL COMPLY TO CITY AND STATE DISTRICT STANDARDS. CONSTRUCTION OF WATER LINES SHALL COMPLY TO ADAMS STANDARD CODE, LATEST EDITION, DESIGN STANDARDS AND SPECIFICATIONS.
5. ALL WATER MAINS SHALL COMPLY TO THE REQUIREMENTS OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS.
6. ALL WATER MAINS SHALL COMPLY TO THE REQUIREMENTS OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS.
7. LOT OWNER IS RESPONSIBLE FOR LAYOUT AND EXTENSION OF EXISTING SERVICES, COORDINATE WITH CMP.
8. THE LOT SHALL BE PROVIDED WITH AT LEAST TWO (2) TREES MEETING THE CITY'S ARBORICULTURE SPECIFICATIONS AND WHICH ARE CLEARLY MARKED WITH THE STREET LINE AND ARE LOCATED SO AS TO USUALLY WITHIN THE BARRIERS OR PROPORTION OF THE LOT.
9. SEWER AND WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER IF INTO THE PROPERTY. CONNECTION TO THE HOUSE WILL BE THE RESPONSIBILITY OF THE LOT OWNER.
10. EQUIPMENT STREET TREE SHALL INCLUDE RETENTION OF EXISTING TREES OF SAME OR GREATER CALIPER.
11. ALL WORK SHALL BE DONE IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL STANDARDS, SECTION 10.0000 AND 10.0100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORDS FROM THE CITY OF PORTLAND AND THE CITY OF WESTPORT, MAINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORDS FROM THE CITY OF PORTLAND AND THE CITY OF WESTPORT, MAINE.
12. ANY CHANGES REQUIRED PRIOR TO THE START-UP SHALL BE THE PROPERTY OF THE CITY OF PORTLAND AND SHALL BE SUBMITTED TO THE PUBLIC WORKS FACILITY OF OTHER COMMERCIAL STREET.

DEPT. OF CITY ENGINEERING
SEP 28 2010



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

37-39 Rowe Ave #10-0917 210-A-11

Drawing No.	1
Project:	Site, Utility, Grading and Drainage Plans
Client:	Rowe Avenue Residence Rowe Avenue, Portland, Maine PMB 204, 50 Market Street, South Portland, Maine 04106

Gorrill-Palmer Consulting Engineers, Inc.	
Engineering Excellence Since 1998	
1237 Main Road 15 ME 04039	207-657-6910 FAX: 207-657-6912 E-Mail: mal@gorrillpalmer.com

Rev.	Date	Revision	Issued For
1	9/20/10	SHIFTED HOUSE TO REAR SETBACK	

37/39 Row Ave

NOT Building Deck

1.11 Block clear in Rear of house
to prevent Pass through.

10/4/10

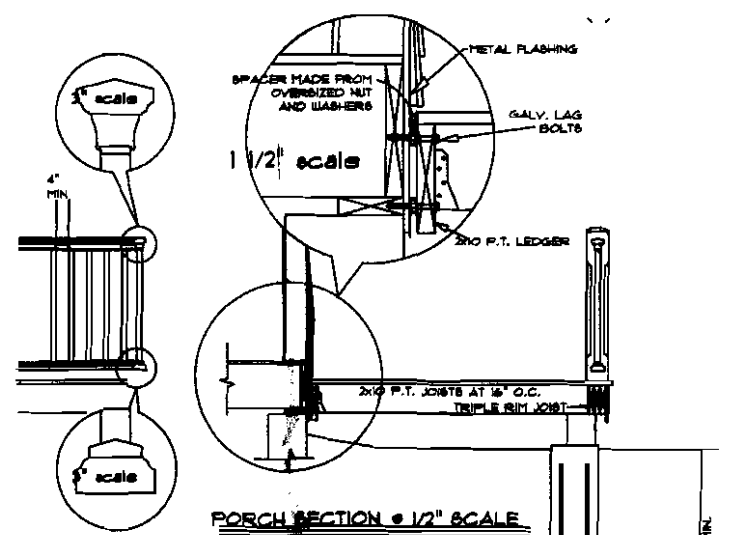
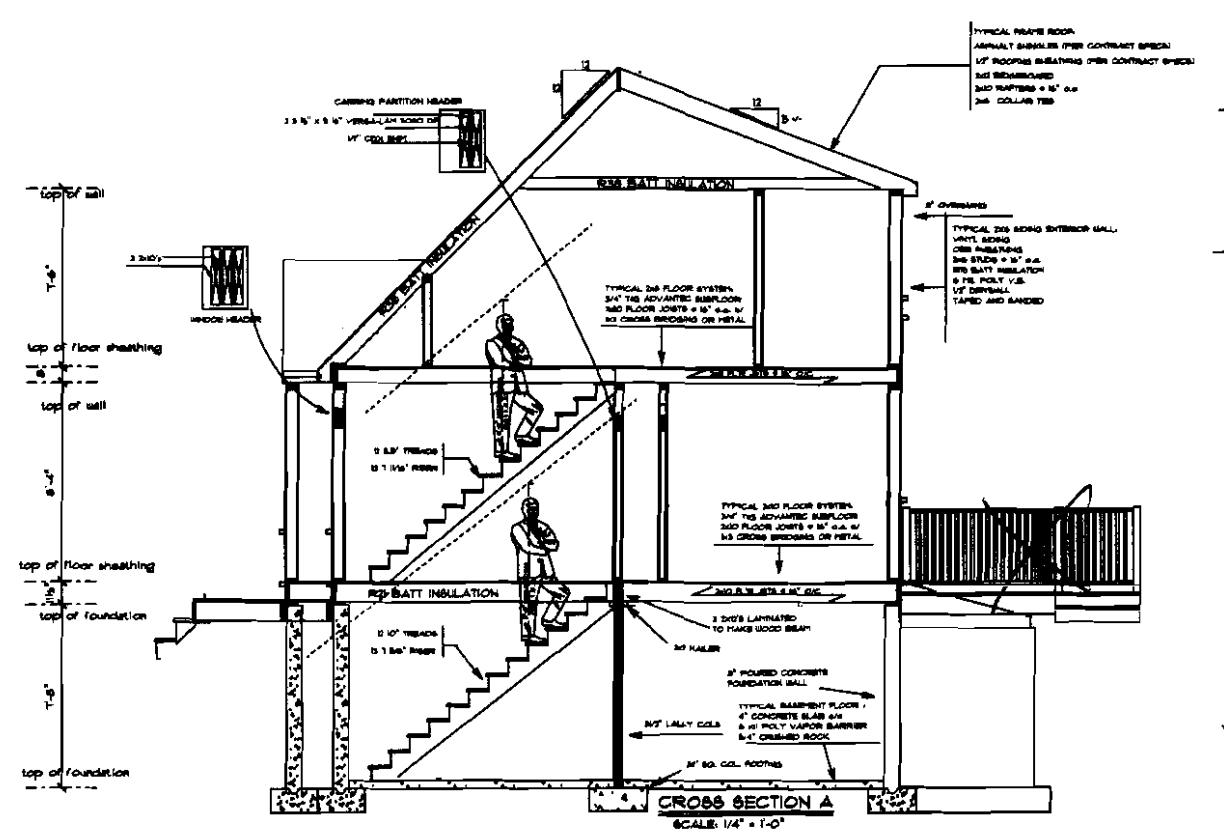
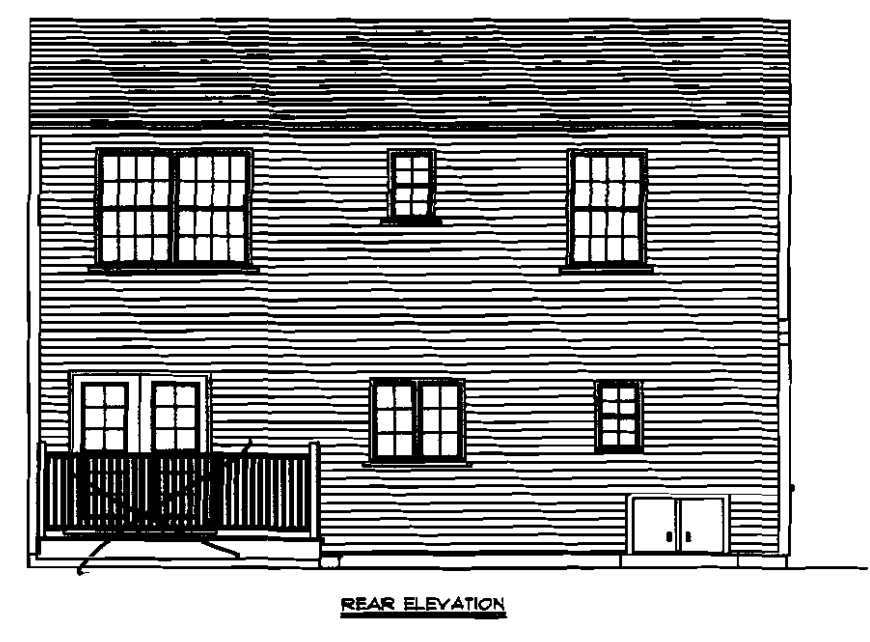
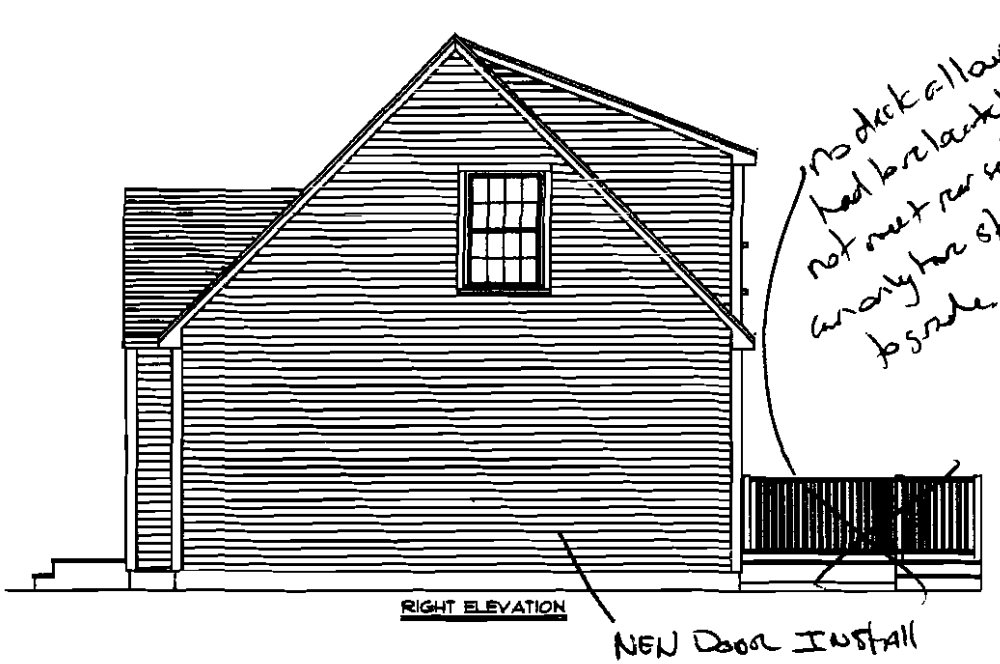


Rob Farrelly

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OCT - 5 2010
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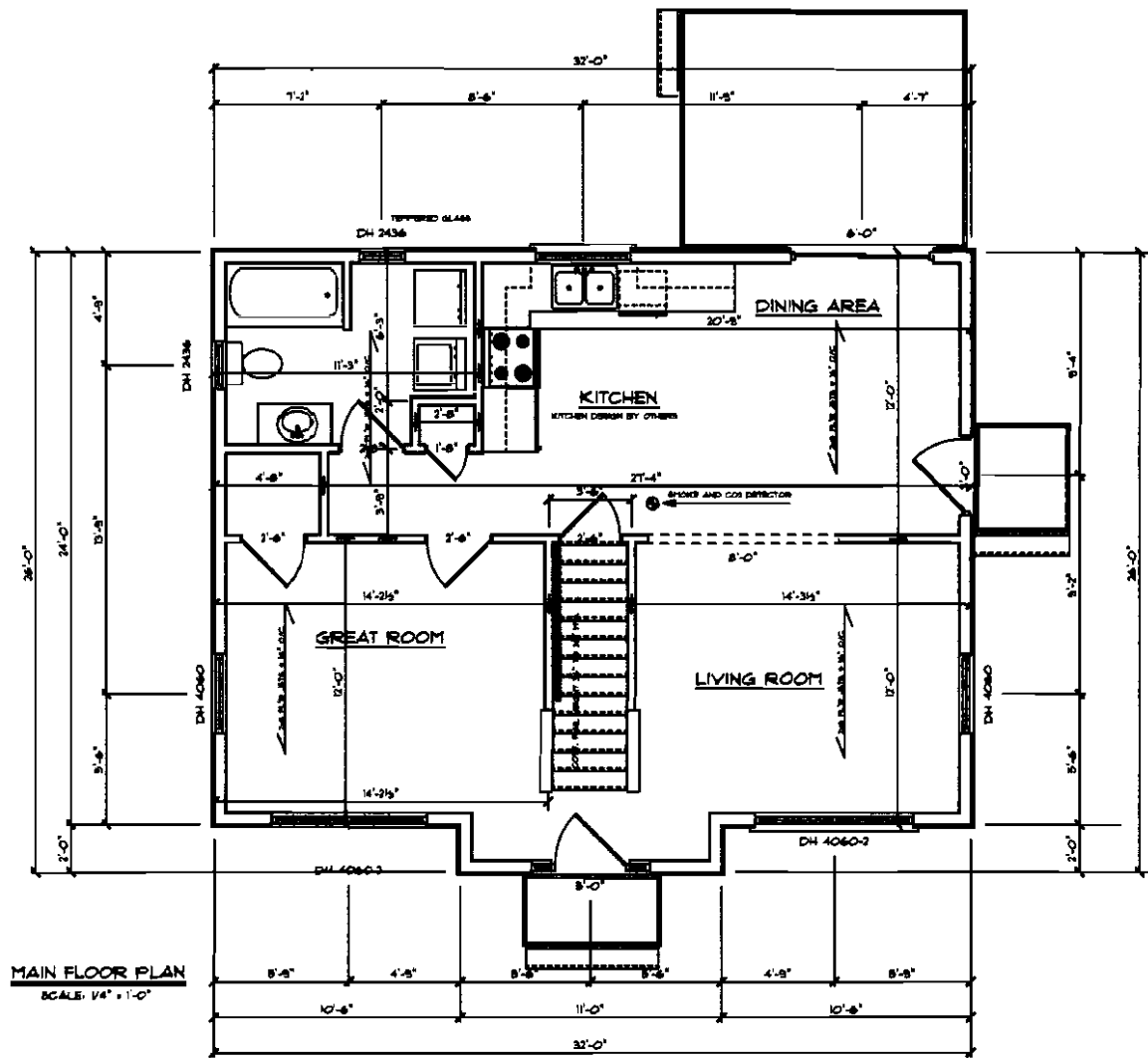
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City of Portland Maine

THIS IS A PRELIMINARY DRAWING AND NOT A CONTRACT DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED.

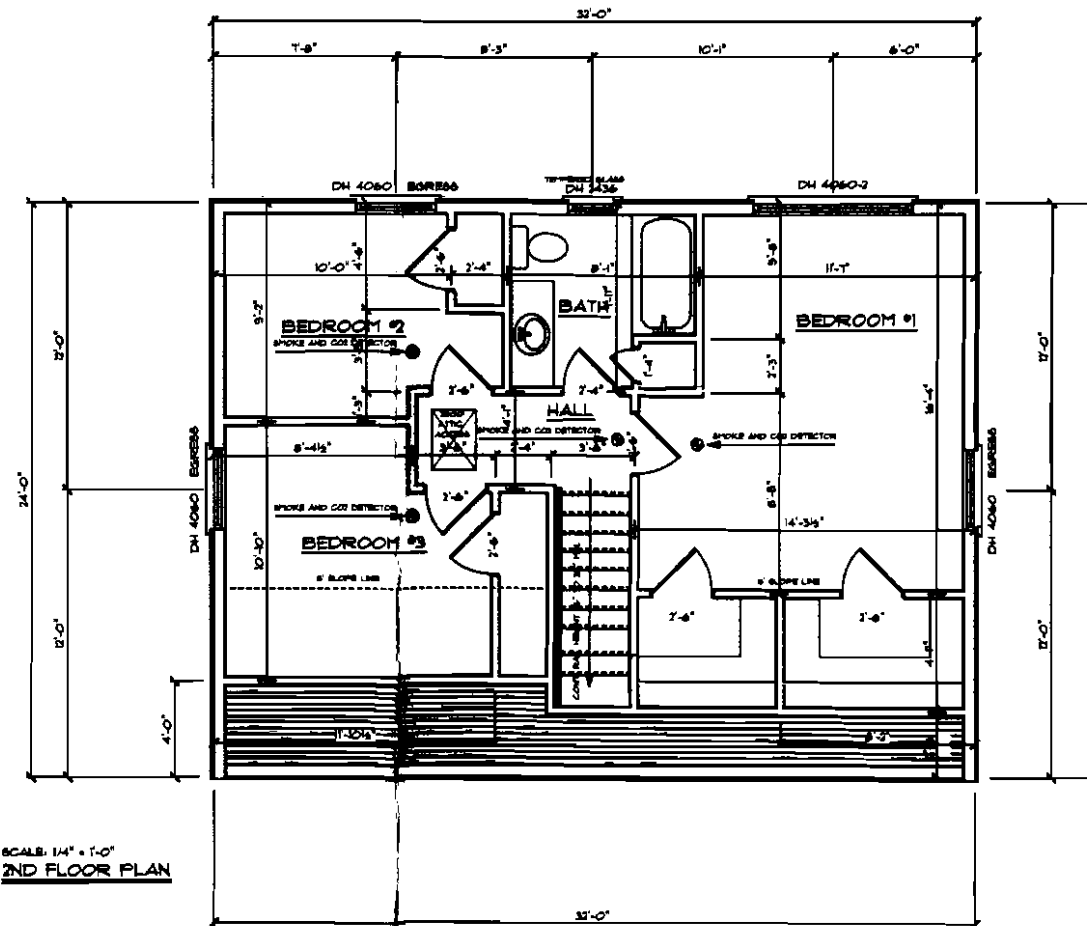
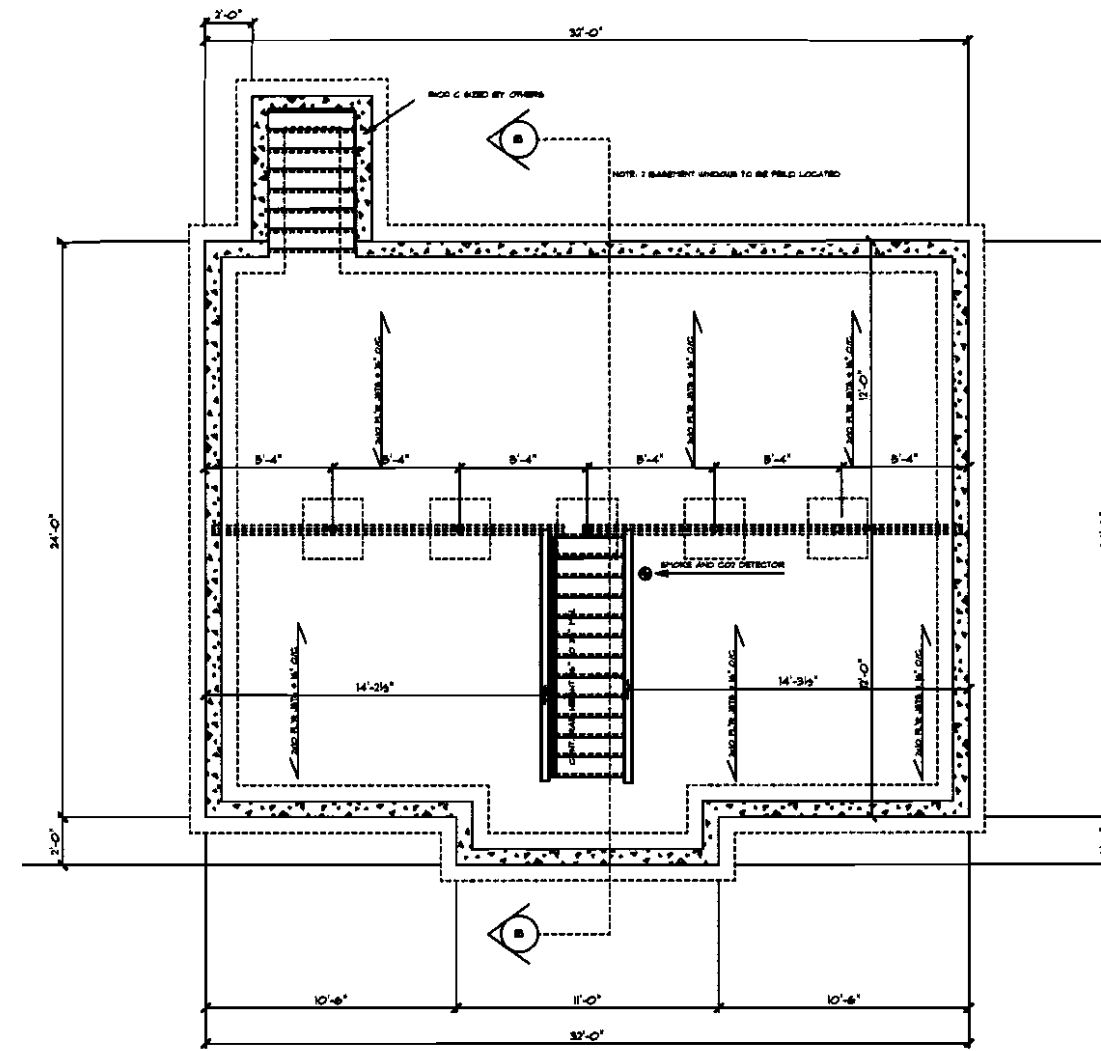
CONTRACTOR:
37-39
ROWE

PROJECT NAME:
RM INC.

REVISIONS	DATE	SCALE	DRAWN	FILE



NOTE: ALL WINDOWS
U-FACTOR = .31



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City of Portland Maine

THESE PLANS ARE TO BE CONSIDERED ONLY AS GENERAL GUIDELINES FOR THE CONSTRUCTION OF THIS PROJECT. PALMCO HAS DESIGN AND CONSTRUCTION RESPONSIBILITY AND IS NOT RESPONSIBLE FOR ANY INADEQUACIES OR OMISSIONS IN THE PLANS OR FOR ANY VIOLATIONS OF ANY APPLICABLE BUILDING CODES. IT IS THE OWNER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO INSURE THE PROJECT IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. PALMCO HAS A LIMITED LIABILITY UNDER THESE PLANS.

CONTRACTOR:
57-39
HART ROWE

PROJECT NAME:
RM INC.

REVISIONS

DATE: August 20 2010
SCALE: AS SHOWN
DRAWN