

City of Portland, Maine – Building or Use Permit Application

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

Location of Construction: 31 X Verrill St (lot 12)		Owner: David Chase		Phone: 707-9093 776-1056		Permit No: 981418	
Owner Address:		Lessee/Buyer's Name: Keith Alling		Phone:		Business Name:	
Contractor Name: Keith Alling 776-1056		Address: 24 Lunt Dr Westbrook 04092		Phone:		Permit Issued: DEC 17 1998	
Past Use: Vacant		Proposed Use: 1-Family Dwelling		COST OF WORK: \$ 65,000		PERMIT FEE: \$ 345.00	
Proposed Project Description: 2 Story Colonial Style (single family)				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type: <i>90C 1/4</i>	
				Signature:		Signature:	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				Zoning Approval:			
Action: Approved <input type="checkbox"/>				Special Zone or Reviews:			
Approved with Conditions: <input type="checkbox"/>				<input type="checkbox"/> Shoreland			
Denied <input type="checkbox"/>				<input type="checkbox"/> Wetland			
Signature: _____ Date: _____				<input type="checkbox"/> Flood Zone			
Permit Taken By: <i>SP</i>				Date Applied For: September 30, 1998			
				<input type="checkbox"/> Subdivision			
				<input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>			

PERMIT ISSUED
DEC 17 1998
CITY OF PORTLAND

- 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..

Zone: _____ CBL: *R-3* 99-D-037

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

September 30, 1998

SIGNATURE OF APPLICANT: Keith Alling ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE: _____ PHONE: _____

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied

Date: _____

CEO DISTRICT 1

12/18/98 Framing OK. Steps not correct. Allow

1/27/99 Final Insp. OK DC/AR Stairs & Headroom OK

2/8/99 Verify Street number on house OK (DC)

CBL: 299-D-037

permit: 981418

Inspection Record

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 31 Verrill Street 299-D-037

Issued to David Chase

Date of Issue October 4 2000

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 981418, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Entire single family use group, R3 type 5B boca 96

Limiting Conditions:

This certificate supersedes
certificate issued April 9, 1999

Approved:

10-4-00

(Date)

Janice Bourke
Inspector

[Signature]
Inspector of Buildings

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 31 Verrill St (Lot 12) 299-D-037

Issued to David Chase

Date of Issue April 9, 1999

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 981418, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Single Family Dwelling
Use Group R3
Type 5B
BOCA 96

Limiting Conditions:

Temporary until June 15, 1999
Monies held for final landscape

**This certificate supersedes
certificate issued**

Approved:

4/9/99

(Date)

Inspector

[Handwritten Signature]

Inspector of Buildings

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

[Handwritten Mark]

PLUMBING APPLICATION

Department of Human Services
Division of Health Engineering

299-1-028 ³⁷ K10C

PROPERTY ADDRESS

Town Or Plantation	Portland
Street Subdivision Lot #	31 Verrill ST
PROPERTY OWNERS NAME	
Last: Chase	First: DAVID
Applicant Name:	JIMINO P+H
Mailing Address of Owner/Applicant (if Different)	1407 Riverview ST Portland ME 04103

PORTLAND	6710	TOWN COPY
Date Permit Issued: 12/24/98	\$	<input type="checkbox"/> If Double Fee Charged
<i>[Signature]</i> Local Plumbing Inspector Signature	L.P.I. # 01124	FEE

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Signature of Owner/Applicant

Date

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature

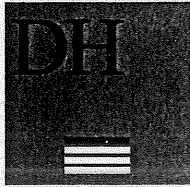
Date Approved

PERMIT INFORMATION

This Application is for	Type Of Structure To Be Served:	Plumbing To Be Installed By:
1. <input checked="" type="checkbox"/> NEW PLUMBING 2. <input type="checkbox"/> RELOCATED PLUMBING	1. <input checked="" type="checkbox"/> SINGLE FAMILY DWELLING 2. <input type="checkbox"/> MODULAR OR MOBILE HOME 3. <input type="checkbox"/> MULTIPLE FAMILY DWELLING 4. <input type="checkbox"/> OTHER — SPECIFY _____	1. <input checked="" type="checkbox"/> MASTER PLUMBER 2. <input type="checkbox"/> OIL BURNERMAN 3. <input type="checkbox"/> MFG'D. HOUSING DEALER / MECHANIC 4. <input type="checkbox"/> PUBLIC UTILITY EMPLOYEE 5. <input type="checkbox"/> PROPERTY OWNER LICENSE # 05683

Hook-Up & Piping Relocation Maximum of 1 Hook-Up	Column 2		Column 1	
	Number	Type of Fixture	Number	Type of Fixture
HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District. OR HOOK-UP: to an existing subsurface wastewater disposal system. PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.	2	Hosebibb / Sillcock	1	Bathtub (and Shower)
		Floor Drain		Shower (Separate)
		Urinal	1	Sink
		Drinking Fountain	2	Wash Basin
		Indirect Waste	2	Water Closet (Toilet)
		Water Treatment Softener, Filter, etc.	1	Clothes Washer
		Grease / Oil Separator	1	Dish Washer
		Dental Cuspidor	1	Garbage Disposal
		Bidet		Laundry Tub
		Other: _____		Water Heater
OR TRANSFER FEE [\$6.00]	Fixtures (Subtotal) Column 2		Fixtures (Subtotal) Column 1	
			Fixtures (Subtotal) Column 2	
			Total Fixtures	
			Fixture Fee	
			Transfer Fee	
		Hook-Up & Relocation Fee		
		Permit Fee (Total)		
		\$	\$ 44	

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

1

Steve

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

MEMORANDUM

299-15-~~28~~37

TO: Code Enforcement
Kandi Talbot, Planner

FROM: Chris Earle, Construction Representative
Reviewed by Steve Bushey, P.E., Acting Development Review Coordinator

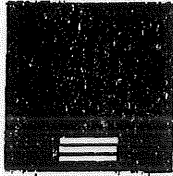
DATE: August 2, 2000

RE: Certificate of Occupancy – 31 Verrill Street

On July 27, 2000, the site was reviewed for compliance with the conditions of approval.

It is our opinion that a **permanent certificate of occupancy could be issued**, assuming Code Enforcement has no outstanding issues.

7



DELUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH FORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 679 0896

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

MEMORANDUM

TO: Code Enforcement
Kandi Talbot, Planner

FROM: Jim Wendel, P.E. Development Review Coordinator

DATE: September 22, 1999

RE: Certificate of Occupancy
31 Verrill Street (lot 12)

On September 21, 1999 a site visit was made to review the completion of the conditions of site plan approval dated 12/16/98.

1. Two City of Portland approved species of tree needs to be planted in the front yard

It is our opinion that no permanent certificate of occupancy should be issued until the above item have been satisfactorily completed.

THIS IS NOT A BOUNDARY SURVEY

MORTGAGE INSPECTION OF: DEED BOOK _____ PAGE _____ COUNTY Cumberland
PLAN BOOK _____ PAGE _____ LOT 18

ADDRESS: 31 Verrill Street, Portland, Maine

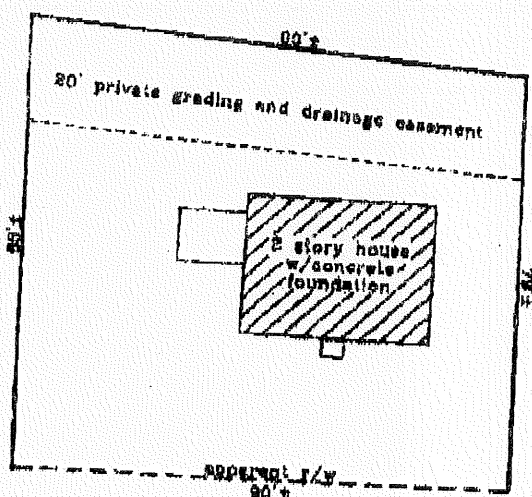
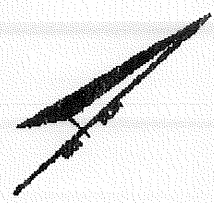
Job Number: 228-72

Inspection Date: 02-18-99

Scale: 1" = 30'

Buyer: Nadine Prankunas

Seller: Keith Alling



V e r r i l l S t r e e t

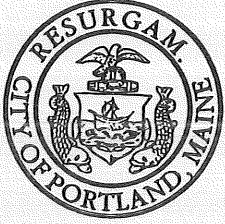
DLH

I HEREBY CERTIFY TO: Guaranty Title, Fleet Mortgage and its title insurer.
Monuments found did not conflict with the deed description.
The dwelling sketches do not violate town zoning requirements.
As delineated on the Federal Emergency Management Agency Community Panel.
The structure does not fall within the special flood hazard zone.
The land does not fall within the special flood hazard zone.
A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

Livingston - Hughes
Professional Land Surveyors & Foresters
88 Guinea Road
Kennebunkport - Maine 04948
207-867-9701 phone 207-867-4831 fax

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Code Enforcement

FROM: Jim Wendel, Development Review Coordinator

DATE: February 4, 1999

SUBJECT: Certificate of Occupancy
31 Verrill Street (lot 12)

On February 4, 1999 the site was reviewed for compliance with the conditions of approval dated 12-16-98; my comments are:

1. The landscape work could not be completed due to the time of year. This work must be completed by June 15, 1999.
2. The street number needs to be placed on the house.

It is my opinion that **when item 2 above is completed than a temporary Certificate of Occupancy could be issued** assuming Code Enforcement has no outstanding issues.

299-D-37



Fleet Mortgage Corp.

207-874-5546
Fax 207-874-5534
1-800-442-8001
One City Center, 2nd Floor
Portland, ME 04101

Date: 03/10/99
To: Dave Caddell
From: Daniel Philippon
RE: Escrow Hold Back

It is the policy of Fleet Mortgage to escrow 1.5% times the cost for landscaping on newly constructed homes. These funds will be kept in an escrow account until the landscape work is complete and inspected. The amount to be held in escrow is derived from the estimate provided by the contractor.

03/10/99



Fleet Mortgage Corp.

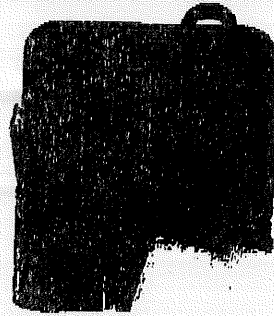
207-874-5546

Fax 207-874-5534

1-800-432-8001

One City Center, 2nd Floor

Portland, ME 04101



FAX COVER SHEET

DATE: 3-11

TO: Dan Caddell

FROM: Dan Philippas

TOTAL PAGES: 2 (INCLUDING COVER SHEET)

MESSAGE: Hold back agreement on 31 Newell St

PLEASE CALL OUR OFFICE IF YOU DID NOT RECEIVE ALL OF THIS FAX.



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

19980131

I. D. Number

Alling Keith

Applicant

24 Lunt Dr, Westbrook, ME 04092

Applicant's Mailing Address

Consultant/Agent

Applicant or Agent Daytime Telephone, Fax

9/30/98

Application Date

Verrill St. (lot #12)

Project Name/Description

Verrill St, Lot 12

Address of Proposed Site

299-D-037

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

Planning Conditions of Approval

Inspections Conditions of Approval

1. Separate permits shall be required for future decks, sheds, pools, and/or garage.
2. The rear stairs shown on your plans shall not be closer than 25 feet to the rear lot line.
3. The future owner shall be notified that this street has not yet been brought up to City Standards and will not receive City Services such as plowing until such time the street has been accepted by City Council.
4. The front stairs shall not extend more than 5 feet from the main structure, nor be more than 50 sq. feet total.
5. It is your agreement with our Corporation Counsel that you shall post a performance bond for Verrill Street by November 1, 1998. If we do not receive that performance bond by November 1, 1998, the Code Enforcement Division shall post a stop work order on the building construction work until the matter is resolved.

Fire Conditions of Approval

David Chase - Chase Excavating
October 16, 1998
Page 1

October 16, 1998

Via telefax: 797-4655

David Chase
Chase Excavating

Re: Verrill/Wirt Street

Dear Mr. Chase:

I have had the opportunity to review the file on the Verrill Street project. I note that last year an informative package was sent to you from Public Works Engineer, Kathi Staples, describing the requirements for developing 14-403 streets. As part of the Verrill Street project, it was made clear in September 1997 that both Verrill Street and Wirt Street were to be developed according to City Standards. You were supposed to submit build-to plans to the City for this area of street development. Accordingly, you must bring Verrill Street and Wirt Street up to City standards in order to continue to develop lots in this area.

I understand you have one application pending for a building permit relative to lot 12. I also understand that you have agreed to post a performance bond to ensure the proper public improvements (drainage, pavement, hydrants, lighting etc.) are installed along the remainder of Verrill Street and Wirt Street. Moreover, you agree to file with the City a copy of the build-to plan for these improvements.

Per §14-403 we will also require you to provide to the City an executed Claim Deed transferring any interests you may have in Verrill and Wirt Streets, as well as a Release and Indemnity for any claims which may be made against the City relative to the streets.

I attach hereto an estimate for the cost of the public improvements (which appear to have been

David Chase - Chase Excavating
October 16, 1998
Page 2

calculated a couple of years ago) to give you an idea of the amount of bond the City will require. A final estimate will not be available until Tuesday or Wednesday of next week as the Project Engineer, Tony Lombardo, is on vacation.

If you will agree to the conditions noted above (i.e. post the performance bond in an amount determined by the City as necessary to cover the cost of the work, and to build Verrill Street and Wirt Street to City specifications, etc.) the City would be willing to issue your building permit on lot 12 with the following condition: that the performance bond is posted with the City no later than November 1, 1998; whereupon, in the absence of such posting a stop work order will issue on any projects under development in that area. By entering into this agreement no further delay will be encountered in issuing your building permit. In the alternative, you may wait until early next week to obtain an exact figure from Tony Lombardo as to the amount of the performance bond to be posted.

Please let me know how you wish to proceed.

Sincerely,

Penny Littell
Associate Corporation Counsel

Enclosures

Cc: Marge Schmuckal, Zoning Administrator
Kandi Talbot, Planning & Urban Development
Alex Jaegerman, Chief Planner
Anthony Lombardo, Project Engineer, Public Works

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

**Minor/Minor Site Review, Building or Use Permit Pre-Application
Detached Single Family Dwelling**

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

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

Location/Address of Construction: <u>lot #12 Verrill St.</u>		
Total Square Footage of Proposed Structure <u>1768</u>	Square Footage of Lot 18,000 <u>18,000</u>	
Tax Assessor's Chart, Block & Lot Number Chart# <u>299</u> Block# <u>D</u> Lot# <u>37</u>	Owner: <u>David Chase</u>	Telephone#: <u>797-9093</u>
Lessee/Buyer's Name (If Applicable) <u>Alling Keith</u>	Owner's/Purchaser/Lessee Address:	Cost Of Work: <u>\$65,000</u> Fee: <u>\$345</u>
Proposed Project Description: (Please be as specific as possible) <u>2 story colonial style single family</u>		
Contractor's Name, Address & Telephone <u>Keith E Alling 24 Lunt Dr. Westbrook Me. 04092</u>		Rec'd By: <u>JP</u>

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

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

You must include the following with you application:

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

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

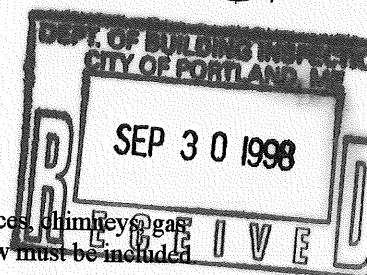
- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.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

Site plan 300
permit 345
645

4) Building Plans (Sample Attached)

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

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



Certification

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

Signature of applicant: <u>Keith E. Alling</u>	Date: <u>9/29/98</u>
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Site Review Fee: \$300.00/Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.

PURCHASE AND SALE AGREEMENT

May 7, 1998

<p>May 7, 1998 Effective Date</p> <p>The use of days in this agreement refers to calendar days from the effective date</p>
--

RECEIVED OF: David A. Chase (hereinafter called "Buyer") the sum of (\$ _____) dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Portland County of Cumb. State of Maine located at Verrill St. Being Lots 271-289 + 175-176. Being (all part of) the property at the above address owned by Espalo, Inc. (hereinafter called "Seller") and described at said County's Registry of Deeds Book _____

Page _____

FIXTURES: The parties agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost: _____

The TOTAL purchase price being (\$ 105,000.00) One hundred five thousand dollars to be paid as follows:

The purchase price balance shall be paid in cash, certified funds or bank check at closing.

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

1. EARNEST MONEY/ACCEPTANCE: Greater Portland Realty shall hold said earnest money in the amount of \$ _____ and act as escrow agent until closing; this offer shall be valid until May 7, 1998 (date) 5:00 AM/PM and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. TITLE & CLOSING: That a deed, conveying good and merchantable title in accordance with standards 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 _____ (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 days, from the time seller is notified of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
3. DEED: That 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 adversely affect the continued current use of the property.
4. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
5. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean and in substantially the same condition as at present, excepting reasonable use and wear. 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 contract.
6. PRORATIONS: The following items, where applicable shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, _____ (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

7. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building		X	Within _____ days	f. Asbestos Air Quality		X	Within X days
b. Sewage Disposal		X	Within _____ days	g. Lead Paint		X	Within X days
c. Water Quality		X	Within _____ days	h. Pests		X	Within X days
d. Water Quantity		X	Within _____ days	i. Radon Air Quality		X	Within X days
e. Radon Water Quality		X	Within _____ days	j. _____		X	Within X days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer may declare the contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

8. FINANCING: This contract is subject to Buyer obtaining an approved _____ mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

- a. This contract is subject to a written statement from the lender, within _____ (_____) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to final loan approval within _____ days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

9. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:

The Willie Audet, Jr. of Greater Portland Realty represents seller
 Listing Agent Agency

The Willie Audet, Jr. of Greater Portland Realty represents seller
 Selling Agent Agency

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

10. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of the transaction.

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

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

13. HEIRS/ASSIGNS: This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

14. 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.

15. ADDENDA: _____ Yes (If Yes, include number of addenda on line); X No

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

18. OTHER CONDITIONS:

Seller agrees to hold a promisory note in the amount of \$70,000.00 interest free, to be paid in full on or before 12/31/98.

A copy of this contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

BUYER David A. Chase 006-62-6922
SS# OR TAXPAYER ID#

BUYER _____
SS# OR TAXPAYER ID#

Buyer's Mailing address is 50 Gray Rd., Falmouth, Maine 04105

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this seventh day of May 1998

SELLER Robert Esposito its President 004-336-7255
SS# OR TAXPAYER ID#

SELLER _____
SS# OR TAXPAYER ID#

Seller's Mailing address is 5 Birkdale Rd., Falmouth, Maine 04105

Offer reviewed and refused on _____, 19____

SELLER

SELLER

EXTENSION

The time for the performance of this contract is extended until _____ DATE

BUYER _____ DATE SELLER _____ DATE

BUYER _____ DATE SELLER _____ DATE

Maine Association of REALTORS®/1997
All Rights Reserved



PURCHASE AND SALE AGREEMENT

May 7, 19 98

<p>May 7, 19 98 Effective Date The use of days in this agreement refers to calendar days from the effective date</p>

RECEIVED OF: David A. Chase (hereinafter called "Buyer") the sum of (\$ _____) dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Portland County of Cumb. State of Maine located at Verrill St. Being Lots 184, 185 + 186. Being (all part of) the property at the above address owned by Nicholas DePaolo (hereinafter called "Seller") and described at said County's Registry of Deeds Book _____ Page _____.

FIXTURES: The parties agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost: _____

The TOTAL purchase price being (\$ 25,500.00) Twenty-five Thousand Five Hundred dollars to be paid as follows:

The purchase price balance shall be paid in cash, certified funds or bank check at closing.

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

1. EARNEST MONEY/ACCEPTANCE: Greater Portland Realty shall hold said earnest money in the amount of \$ _____ and act as escrow agent until closing; this offer shall be valid until May 7, 1998 (date) 5:00 AM ~~PM~~ and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. TITLE & CLOSING: That a deed, conveying good and merchantable title in accordance with standards 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 _____ (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 days, from the time seller is notified of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
3. DEED: That 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 adversely affect the continued current use of the property.
4. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
5. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean and in substantially the same condition as at present, excepting reasonable use and wear. 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 contract.
6. PRORATIONS: The following items, where applicable shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, _____ (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

7. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	g. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer may declare the contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

8. FINANCING: This contract is subject to Buyer obtaining an approved CASH mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

- a. This contract is subject to a written statement from the lender, within _____ (_____) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to final loan approval within _____ days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

9. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:

The Willie Audet, Jr. of Greater Portland Realty represents seller
Listing Agent Agency

The Willie Audet, Jr. of Greater Portland Realty represents seller
Selling Agent Agency

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

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14. 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.

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

19980131

I. D. Number

Alling Keith

Applicant

24 Lunt Dr, Westbrook, ME 04092

Applicant's Mailing Address

9/30/98

Application Date

Verrill St. (lot #12)

Project Name/Description

Consultant/Agent

31 Verrill St, Lot 12

Address of Proposed Site

299-D-037

Assessor's Reference: Chart-Block-Lot

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) **no garage**

18,000
Proposed Building square Feet or # of Units

1768
Acreage of Site

R-3
Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Plan _____ Subdivision _____ Engineer Review **\$300.00** Date: **9/30/98**

DRC Approval Status:

Reviewer **Jim Wendel**

- Approved **Approved w/Conditions** Denied
 see attache

Approval Date **12/16/98** Approval Expiration **12/16/99** Extension to _____ Additional Sheets Attached

Condition Compliance **Jim Wendel** **12/16/98**
 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	_____		
	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		
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____	_____	
	date	signature	
<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	

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

19980131

I. D. Number

Alling Keith

Applicant

24 Lunt Dr, Westbrook, ME 04092

Applicant's Mailing Address

Consultant/Agent

Applicant or Agent Daytime Telephone, Fax

9/30/98

Application Date

Verrill St. (lot #12)

Project Name/Description

31 Verrill St, Lot 12

Address of Proposed Site

299-D-037

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

Approved subject to Site Plan Review (Addendum) Conditions of Approval:

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 31 Verrill Street

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

The Development Review Coordinator (874-8300 ext.8722) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

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

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

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

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

A drainage plan shall be submitted to and approved by Development Review Coordinator showing first floor elevation (FFE), sill elevation (SE), finish street/curb elevation, lot grading, existing and proposed contours, and locations and outlets for drainage from the property.

The Development Review Coordinator reserves the right to require additional lot grading or other drainage

Eroded soil shall be contained on-site. A crushed stone construction entrance shall be placed at the curb cut/ drive location.

The site is in a low wetland area. The DRC recommends that the basement floor elevation be raised higher than the proposed elevation or that no basement be provided and the house is constructed on a slab with the elevation of 86.0

Planning Conditions of Approval

Inspections Conditions of Approval

1. Separate permits shall be required for future decks, sheds, pools, and/or garage.
2. The rear stairs shown on your plans shall not be closer than 25 feet to the rear lot line.
3. The future owner shall be notified that this street has not yet been brought up to City Standards and will not receive City Services such as plowing until such time the street has been accepted by City Council.
4. The front stairs shall not extend more than 5 feet from the main structure, nor be more than 50 sq. feet total.
5. It is your agreement with our Corporation Counsel that you shall post a performance bond for Verrill Street by November 1, 1998. If we do not receive that performance bond by November 1, 1998, the Code Enforcement

Applicant:

Kath Alling

Date:

10/6/98

Address:

Vernill St - Lot #12 C-B-L: 299-D-3D

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Zone Location - R-3

~~REAR deck~~
→ yes REAR STAIRS

Interior or corner lot -

Proposed Use/Work - Construct 26' x 34' colonial with NO GARAGE

Sewage Disposal - City

Lot Street Frontage - 50' req - 90' shown

Front Yard - 25' req - 27' shown → may have 50' projecting into the front lot line; may not extend more than 5' in to front yard

Rear Yard - 25' req - 25' exactly

Side Yard - 14' req - 16' + shown

Projections - front steps REAR door → revised plans shows steps

Width of Lot - 75' req - 90' shown

Height - 2 Story Colonial

Lot Area - 6,500^{sq} ft - 7,236.9^{sq} ft approx

Lot Coverage/Impervious Surface - 25% = 1809.23^{sq} ft

Area per Family - 6,500^{sq} ft

26 x 34 = 884^{sq} ft

Off-street Parking - 2 req - 2 shown

Loading Bays - N/A

Site Plan - minor/minor

Shoreland Zoning/Stream Protection - N/A

Flood Plains - N/A Zone C

BUILDING PERMIT REPORT

DATE: 1 OCT. 98 ADDRESS: Verrill St (Lot 12) CBL 299-D-037
REASON FOR PERMIT: To Construct a single family dwelling.
BUILDING OWNER: David Chase
CONTRACTOR: Keith Alling
PERMIT APPLICANT:
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

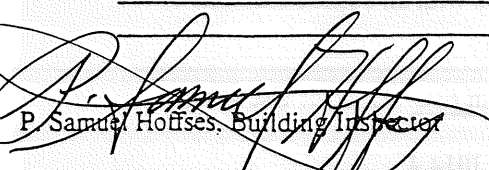
This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *2, *2.5, *2.6, *6, *8, *10, *11, *12, *16, *24, *25, *26, *27, *29, *30, *31

- *1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- *2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- *2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- *2.6 Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6'o.c. between bolts. (Section 2305.17)
- 3. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
- *6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
- *8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42" , except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0)
- 9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- *10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise.(Section 1014.0)
- *11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4
- *12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height

not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)

- 13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
- 14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
- 15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
- *16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basementsIn addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
- 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
- 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- 19. The Sprinkler System shall maintained to NFPA #13 Standard.
- 20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
- *24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
- *25. All requirements must be met before a final Certificate of Occupancy is issued.
- *26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- *27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 28. Please read and implement the attached Land Use-Zoning report requirements.
- *29. Bridging shall be done in accordance with section 2305.16.
- *30. Boring, cutting and notching shall be done in accordance with sections 2305.5.1, 2305.3, 2305.4.4.
- *31. Glass and glazing shall meet The requirements of Chapter 24 of The bldg/code.
- 32. _____
- _____
- _____
- _____
- _____
- _____


P. Samuel Hoffses, Building Inspector
cc: Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

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

Valuation: \$65,000.00 Plan Review # _____
 Fee: \$345.00 Date: 1 OCT, 98

Building Location: Verrill ST. (LOT#12) CBL: 299-D-037

Building Description: To Construct a single Family dwelling

Reviewed by: S. Hoffses

Use or Occupancy: R-3 Type of Construction: 5 B

*NR: Not Required NA: Not Applicable SR: See Report X: OK per plan

Correction List		
NO:	Description	Code Section
1.	All site plan and building code requirements must be completed before a Certificate of occupancy can or will be issued	111.4
2.	Water Proofing and damp proofing	1813.0
3.	Bridging	2305.16
4.	Boring, cutting and watching	2305.5.1 2305.4.4
5.	Anchor bolts	2305.12
6.	Foundation draw	1813.5D
7.	Chimneys & vent.	BOCA(M) chapter 12 code NFPA 211
8.	Guardrails and handrails	1021 1022
9.	STAIRS	1014
10.	headroom stairs	1014.4
11.	Window egress	1018.6
12.	Smoke detectors	920.7.2

Foundations (Chapter 18)

Wood Foundation (1808)

~~NA~~ Design
~~NA~~ Installation

Footings (1807.0)

~~OK~~ Depth below (outside) grade 4' minimum;
but below frost line except for insulated footings.
~~NA~~ Insulated footing provided
~~OK~~ Soil bearing value (table 1804.3)
~~OK~~ Footing width
~~OK~~ Concrete footing (1810.0) .3.1, 3.2

Foundation Walls

~~OK~~ Design (1812.1)
~~OK~~ Minimum thickness Tables 1812.3.2.(1) & 1812.3.2 (2)
~~SR~~ Water proofing and damp proofing Section 1813
~~OK~~ Sill plate (2305.17)
~~SR~~ Anchorage bolting in concrete (2305.17)
~~OK~~ Columns (1912)
~~OK~~ Crawl space (1210.2) Ventilation
~~NA~~ Crawl opening size (1210.2.1)

Floors (Chapter 16-23)

~~OK~~ Joists- Non sleeping area LL40PSF (Table - 1606)
~~OK~~ Joists - Sleeping area LL30PSF (Table - 1606)
~~OK~~ Grade
~~OK~~ Spacing
~~OK~~ Span
~~OK~~ Girder 4" bearing 2305

Floors (contd.)

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

Wall Construction (Chapter 2300)

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

Roof-Ceiling Construction (Chapter 23)

- NA Roof rafters - Design (2305.15) spans
- OK Roof decking and sheathing (2305.15.1) 5/8" boards and (2307.3) (Table 2307.3.1(2))
- OK Roof trusses (2313.3.1)

Roof Coverings (Chapter 15)

- OK Approved materials (1404.1)
- OK Performance requirement (1505)
- OK Fire classification (1506)
- OK Material and installation requirements (1507)
- OK Roof structures (1510.0)
- OK Type of covering (1507)

**Chimneys and Fireplaces
BOCA Mechanical/1993**

- OK Masonry (1206.0)
- NA Factory - built (1205.0)
- NA Masonry fireplaces (1404)
- _____ Factory - built fireplace (1403)

**Mechanical
1993 BOCA Mechanical Code**

State Plumbing Code

13A

Load Design Criteria

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

Glazing (Chapter 24)

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

Private Garages (Chapter 4)

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

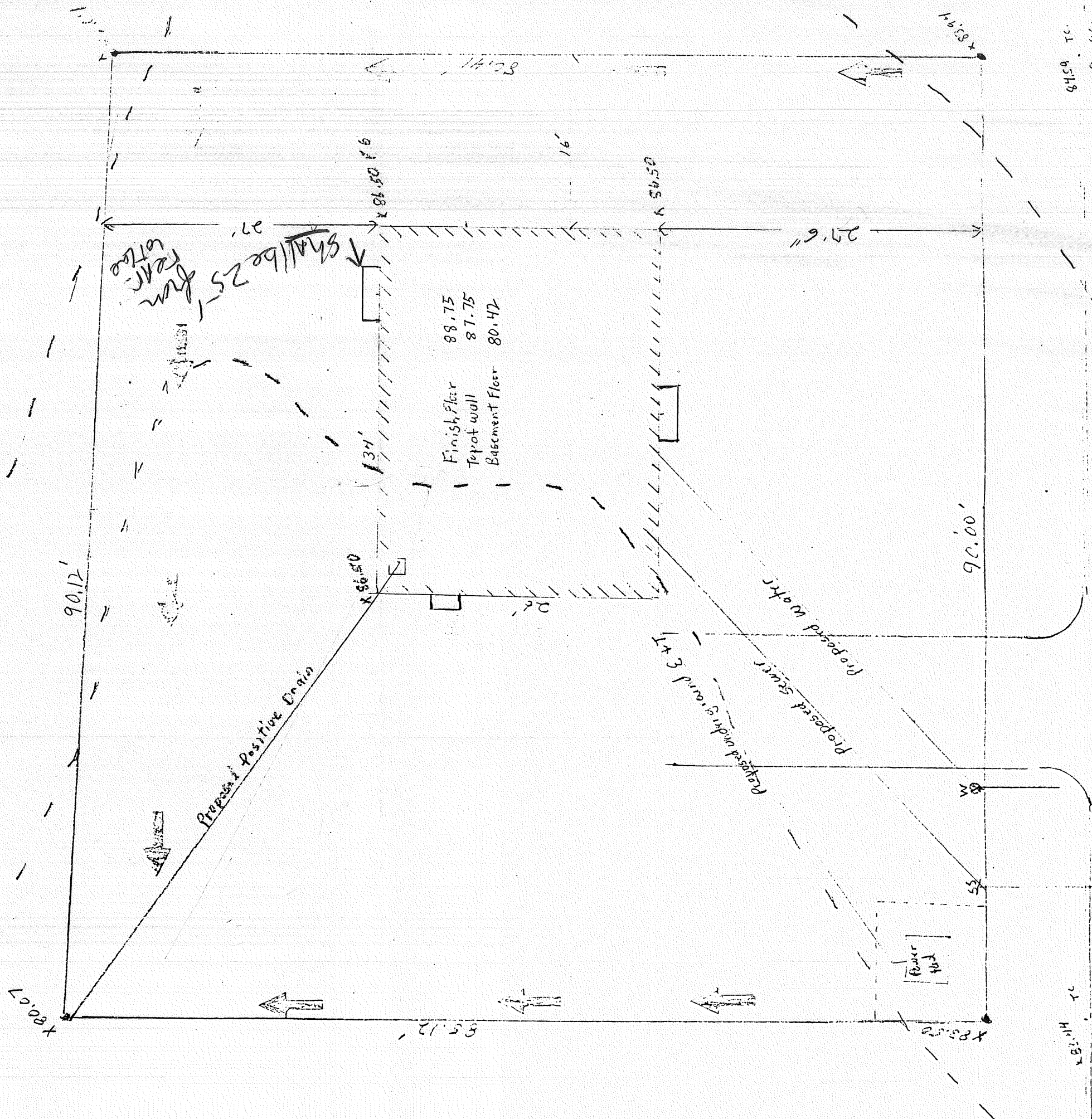
Egress (Chapter 10)

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

Smoke Detectors (920.3.2)

- ~~SA~~ Location and interconnection
- ~~SA~~ Power source

Dwelling Unit Separation Table 602



83.14 TC
 84.14 TC
 85.14 TC
 86.14 TC
 87.14 TC
 88.14 TC
 89.14 TC
 90.14 TC
 91.14 TC
 92.14 TC
 93.14 TC
 94.14 TC
 95.14 TC
 96.14 TC
 97.14 TC
 98.14 TC
 99.14 TC
 100.14 TC

84.59 TC
 85.59 TC

8" W

Lot 12 Uerrill St

Scale 1" = 10'

Received
 10/8/98