

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

2010-0033

Application I. D. Number

9/21/2010

Application Date

Mcallister Cynthia L

Applicant

Po Box 874 , Sabattus , ME 04280

Applicant's Mailing Address

Project Name/Description

34 - 34 Castine Ave, Portland, Maine

Address of Proposed Site

309 E015001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph: _____ Agent Fax: _____

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 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 checked="" 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"/> Site Location |
| <input type="checkbox"/> After the Fact - Major | <input type="checkbox"/> Stormwater | <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Housing Replacement |
| <input type="checkbox"/> After the Fact - Minor | <input type="checkbox"/> PAD Review | <input type="checkbox"/> Traffic Movement | <input type="checkbox"/> Other _____ |
| | <input type="checkbox"/> 14-403 Streets Review | | |

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 9/21/2010

DRC Approval Status:

Reviewer Ernie Giles

- Approved **Approved w/Conditions** 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 checked="" 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 checked="" 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	signature	
<input checked="" type="checkbox"/> Performance Guarantee Released	_____	_____	_____
	date	signature	
<input checked="" type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date
<input checked="" type="checkbox"/> Defect Guarantee Released	_____	_____	
	date	signature	

MEMORANDUM

To: FILE

From:

Dept: DRC

Subject: Application ID: 2010-0033

Date: 10/27/2010

see conditions

Approval Conditions of DRC

- 1 The applicant shall have a licensed surveyor install, prior to the issuance of any Certificate of Occupancy, permanent mounumentation/pins identifying property corners.

- 2 All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

- 3 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.

- 4 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.

- 5 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.

- 6 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.

- 7 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.)

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

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

- 01 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.

- 01 Prior to a Certificate of Occupancy the 4' Driveway Easement to benefit remaining land on the Parcel to be Conveyed shall be recorded at the Cumberland County Registry of Deeds. A recorded copy shall be submitted to the Planning Authority.

STATUTORY WARRANTY DEED

DIVERSIFIED PROPERTIES, INC., a Maine corporation with a principal place of business in the City of Portland, County of Cumberland and State of Maine,

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

C.G.B. PROPERTIES, LLC, a Maine limited liability company with a principal place of business and address of 84 Country Lane, in the City of Portland, County of Cumberland and State of Maine,

A certain lot or parcel of land with any improvements thereon, situated on the southeasterly side of Castine Street in the City of Portland, County of Cumberland and State of Maine, said parcel being bounded and described as follows:

BEGINNING at a 5/8" reinforcing rod with identification cap number 2271 set on the southeasterly sideline of Castine Avenue at the northerly corner of a parcel of land now or formerly of Scott B. Anderson and Cara A. MacBurnie as described in a deed recorded in the Cumberland County Registry of Deeds in Book 25157, Page 218; thence (1) N 41° 25' 32" E by said Castine Avenue a distance of Seventy-Three and 00/100 (73.00) feet to a similar reinforcing rod set at the remaining land now or formerly of Stanley R. Portas and Cynthia L. Portas as described in a deed recorded in said Registry of Deeds in Book 3144, Page 648; (2) S 48° 34' 28" E by said remaining land a distance of Ninety and 00/100 (90.00) feet to a similar reinforcing rod set on the northwesterly sideline of land now or formerly of Erin Morey as described in a deed recorded in said Registry of Deeds in Book 25809, Page 203; (3) S 41° 25' 32" W by said land of Morey and by land now or formerly of Jennifer J. Bishop and John L. Bishop as described in a deed recorded in said Registry of Deeds in Book 25462, Page 45 a distance of Seventy-Three and 00/11 (73.00) feet to a similar reinforcing rod set at the easterly corner of said land of said Anderson and MacBurnie; (4) N 48° 34' 28" W by said land of Anderson and MacBurnie a distance of Ninety and 00/100 (90.00) feet to the point of beginning, containing 6,570 square feet (0.15) acres.

Bearings are referenced to Grid North, NAD83 (1996), Maine West Zone (1802).

MAINE REAL ESTATE TAX PAID

Being the same premises conveyed to the Grantor herein by deed of Cynthia L. McAllister and Leland McAllister dated April 7, 2011 and recorded at the Cumberland County Registry of Deeds in Book _____, Page _____.

Said parcel also being a part of Lot 141 and all of Lots 142 and 143 as shown on a plan entitled "Deering Terrace owned by J.W. Wilbur Co. Inc." made by Ernest W. Branch dated April 20, 1915 and recorded at said Registry of Deeds in Plan Book 12, Page 6.

Said lot being depicted as Lot 1 on a plan entitled "Proposed Lot Division made for Diversified Properties, Inc." by Titcomb Associates dated August 9, 2010 and recorded at the Cumberland County Registry of Deeds in Plan Book 211, Page 103, containing 6,570 square feet.

This conveyance is subject to a four (4) foot wide driveway easement as shown on said plan entitled "Proposed Lot Division made for Diversified Properties, Inc." by Titcomb Associates dated August 9, 2010.

IN WITNESS WHEREOF, the said Diversified Properties, Inc. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by James M. Wolf, its President, thereunto duly authorized this 7th day of April, 2011.

DIVERSIFIED PROPERTIES, INC.

[Signature]

By: [Signature]
James M. Wolf, Its President

STATE OF MAINE
CUMBERLAND, SS.

April 7, 2011

Then personally appeared the above-named JAMES M. WOLF, President of DIVERSIFIED PROPERTIES, INC. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

[Signature]
Attorney at Law/Notary Public
Print Name: Jewell D. Snow
My Commission Expires: 08/17/10

Received
Recorded Register of Deeds
Apr 12, 2011 08:59:28A
Cumberland County
Pamela E. Lovley

Diversified Properties, Inc.

P.O. Box 10127, Portland, ME 04104
Tel 207-773-4988 • Fax 207-773-6875

August 31, 2010

Mr. Paul DuPerre
Energy Services
Central Maine Power
162 Canco Rd.
Portland, ME. 04103

Re: 24x32 single family cape, 40 Castine, Portland, ME

Dear Paul:

As required by the reviewing authorities of the City of Portland, we are writing to request a letter indicating the ability of Central Maine Power to serve this project.

Description of Development Site

The project site consists of Map 309 Block E Lots 31-32 and portion of 17 as shown on the City of Portland Assessor's map. The project site is currently undeveloped.

Project Description

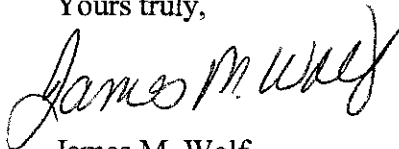
Construction of a single family 24x32 Cape to be served by overhead power.

Ability to Serve

In support of the applications to the reviewing authorities, we are writing to request a letter indicating the ability of Central Maine Power Company to serve the project.

Please contact me if you have any questions relative to this matter.

Yours truly,



James M. Wolf
Diversified Properties
E-mail jmw1@maine.rr.com

JMW/lp

September 14, 2010

Ms. Barbara Barhydt, Development Review Services Manager
Department of Planning and Development
Portland City Hall
389 Congress Street
Portland, ME 04101-2503

Subject: Minor Residential Site Plan Application
40 Castine, Portland, Maine

Dear Barbara,

Enclosed please find a complete Minor Residential Sites Plan application and supporting information for 40 Castine Ave. in Portland, Maine. Gorill & Palmer Engineers has been retained by Diversified Properties, Inc. to prepare plans for the proposed house located at 40 Castine Ave. Portland, ME. The property has been surveyed by Titcomb Associates Inc. The site is located on the City of Portland's Tax Map 309-E-31-32 and a portion of 17the property is currently owned by Cynthia L. McAllister.

The lot area is approximately 6,570 S.F. of land. The property is undeveloped. The site has the ability to be served with public water, sewer and electricity. Based on the size of the development, the project meets the definition of a minor development. Work is planned to start upon a building permit being issued

This application package describes the applicant's plans to develop the above-referenced parcel. We look forward to discussing this project with you during your review.

Site Description

The site is located on Casting Ave. The property is abutted by single family residences on the left and side, with vacant land to the rear. Single Family homes are located across the street. Currently, the topography is flat. The lot is a flat side yard of an existing home.

Castine Ave. is a city accepted road.

Proposed Use

This proposal includes the construction of a 24X32 Cape home with 3 bedrooms and 1.5 baths. Building plans are included with this package.

Zoning

The location of the site is in zoning district R-3. Residential homes are a permitted use within this zone, space and bulk requirements are shown on the plan.

Title Right & Interest

We have enclosed a purchase agreement with this application.

Financial Capacity

A letter of financial capacity from TD Bank north has been included which indicates the applicant's ability to undertake this project.

Utilities

Lots will have water service from the Portland Water District and City sewer via connection to the existing utilities in Casting Ave. Central Maine Power will serve the sites, via over head service. Ability to serve letters has been sent to the appropriate utilities. Where a response hasn't been received, the original letter is attached. Responses will be forwarded upon receipt.

Flood Plain Mapping

The property is not located in flood zone according to FEMA insurance rate maps.

Soil types for the site were determined using the Cumberland County Medium intensity soils map. The soil found on the site appears to be Elmwood fine sandy loam.

Erosion Control

The plans provide Erosion and Sedimentation measures by installing silt fence around the entire lot.

Waste Disposal

Solid waste disposal will be carried out through city trash collection.

Wetlands

Wetlands are not located onsite.

Summary of Fire Safety

Castine Avenue can be accessed from either Castine or Aldworth thus providing access from two different locations. A fire hydrant is located 75 ft. on the same side of street as the new structure.

Easements

A driveway easement for the abutting property owned by Cynthia McAllister is shown on the plan.

→ Drainage?

The existing garage shall be removed prior to a occupancy permit being issued.

Abutters

Cynthia L. McAllister
PO Box 874
Sabattus, Me 04280

Also current property owner, abutter to the left

Erin Morey
19 Brandon St.
Portland, ME 04103

Rear property owner

Jennifer J. Bishop
John L. Bishop, Jr
PO Box 51
Brownville, ME 04414

Rear property owner

Scott B. Anderson
Cara MacBurnie
31 Wyndam St.
Portland, ME 04103

Right hand abutter

PURCHASE AND SALE AGREEMENT - LAND ONLY

Offer Date August 2, 2010

Effective Date is defined in Paragraph 20 of this Agreement

1. PARTIES: This Agreement is made between Diversified Properties, Inc. (James M. Wolf) and Cynthia L. McAllister, Chris Portis ("Buyer") and ("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 34B Castina Ave. (Land Only) and described in deed(s) recorded at said County's Registry of Deeds Book(s) 25185, Page(s) 260.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$. Buyer has delivered or will deliver to the Agency within 1 days of the Offer Date, a deposit or earnest money in the amount of . 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: Agency I Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 5, 2010 (date) 5:00 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 October 6, 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.

6. 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.

8. 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 later 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 [Signature] Seller(s) Initials CM

Agency I Real Estate 152 US Route 1 Scarborough, ME 04074 Phone: 207.883.5155/202 Fax: 207.883.9791

Ronald Bonitien

Cynthia L.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	Buyer
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	Buyer
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation 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.

September 2009

Page 2 of 4 - P&S-LO

Buyer(s) Initials

[Handwritten Signature]

Seller(s) Initials

[Handwritten Signature]

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
 - 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 _____ 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.
 - Buyer to provide Seller with loan commitment letter from lender within _____ 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.
 - 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.
 - 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.
 - Buyer agrees to pay no more than _____ 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.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - 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:

Ron Beaulieu / Gary Agger of Agency 1 Real Estate is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Ron Beaulieu / Gary Agger of Agency 1 Real Estate 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.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: The lot is to be divided to convey .15 acres with appropriate setbacks to obtain building permits to be obtained by the buyer. The buyer will pay for the deep preparation.

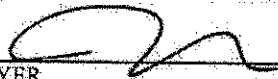

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

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 Revenue Services.

Buyer and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is Post Office Box 10127, Portland, ME 04104

	<u>8-3-2010</u>		<u>8-3-2010</u>
BUYER	DATE	BUYER	DATE
Diversified Properties, Inc.		(James M. Wolf)	

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.

Seller's Mailing address is 34 Castine Avenue, Portland, ME 04103

	<u>8/5/10</u>	SELLER Chris Portis	DATE
SELLER Cynthia L. McAllister	DATE		

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER	DATE	SELLER	DATE
--------	------	--------	------

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
-------	------	-------	------

EXTENSION:

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

BUYER	DATE	SELLER	DATE
-------	------	--------	------

BUYER	DATE	SELLER	DATE
-------	------	--------	------



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Cynthia L.

SELLER'S PROPERTY DISCLOSURE - LAND ONLY

PROPERTY LOCATED AT: 34B Castine Ave. (Land Only), Portland,

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

SECTION I. HAZARDOUS MATERIAL

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

- A. UNDERGROUND STORAGE TANKS - Current or previously existing:**
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No
 IF NO above: How long have tank(s) been out of service? n/a
 What materials are, or were, stored in the tank(s)? n/a
 Age of tank(s): n/a Size of tank(s): n/a
 Location: n/a
 Have you experienced any problems such as leakage? n/a
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 Comments: _____
- B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):**
 Yes No Unknown
 Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials? Yes No

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION II. GENERAL INFORMATION

- Is the property subject to or have the benefits of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates or restrictive covenants on the property? Yes No Unknown
 IF YES: Explain: n/a
 What is your source of information: seller
- Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? Yes No Unknown
 IF YES: Explain: n/a
 What is your source of information: seller
- Is the subject property the result of a division of property within the last five years (for example, subdivision)? Yes No Unknown
 IF YES: Explain: Seller in process of dividing off a lot.
 What is your source of information: Seller
- Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront? Yes No Unknown
 IF YES: Explain: _____
- Has property ever been soil tested? Yes No Unknown IF YES, are the results available? Yes No
 Are mobile/manufactured homes allowed? Yes No Unknown Are modular homes allowed? Yes No
 Has the property been surveyed? Yes No Unknown IF YES, is the survey available? Yes No
- ATTACHMENTS: Yes No
 Additional Information: A survey will be needed to split off a lot.

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer.

Cynthia L. McAllister 8/5/10
 SELLER DATE

SELLER DATE

Cynthia L. McAllister

Chris Portis

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

[Signature] 8-3-2010
 BUYER DATE

[Signature] 8-3-2010
 BUYER DATE

Diversified Properties, Inc.

(James M. Wolf)

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Agency 1 Real Estate 152 US Route 1, Scarborough, ME 04074
 Phone: 207.883.5135 202 Fax: 207.883.9791

Ronald Beaulieu



Cynthia L.



Bank

America's Most Convenient Bank®

TD Bank, N.A.
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
T: 207-761-8600 F: 207-761-8660
www.tdbank.com

August 31, 2010

City of Portland

RE: Diversified Properties, Inc. - Financing Approval

To Whom It May Concern:

Diversified Properties, Inc. has a long standing relationship with TD Bank, N.A. and has the financial and technical capability to build at 40 Castine Avenue, Portland, Maine

If you have any further questions, I can be reached at 207-761-8518.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey Lane".

Jeffrey Lane
Duly Authorized Representative of
TD Bank, N.A.

Lynda Porter

From: Lynda Porter [lyndap@maine.rr.com]

Sent: Tuesday, August 31, 2010 9:41 AM

To: 'rspugnardi@pwd.org'

Cc: 'jmw1@maine.rr.com'

Subject: Capacity letter for 40 Castine Ave.

Good Morning Rico,

In keeping with the City of Portland new requirements, we are requesting an ability to serve letter for new construction of a

24 X 32 Single family cape at 40 Castine Ave., Portland. There is an existing water line in Castine Ave. that we wish to use to bring one service into the property.

May we please have a letter of capacity for this project?

Thank you

Lynda Porter
Diversified Properties
207-773-4988

9/13/2010



PORTLAND MAINE

Strengthening a Remarkable City. Building a Community for Life [®] www.portlandmaine.gov

Public Services Department
Michael J. Bobinsky, Director

31 August 2010

Ms. Lynda Porter,
Diversified Properties, Inc.,
P. O. Box 10127,
Portland, Maine 04104

RE: The Capacity to Handle the Anticipated Wastewater Flows, from a Proposed Single Family Dwelling, at 40 Castine Avenue, Portland, Maine.

Dear Ms. Porter:

The existing eight-inch diameter asbestos cement sewer pipe located in Castine Avenue has **adequate capacity to transport**, while The Portland Water District sewage treatment facilities, located off Marginal Way, have **adequate capacity to treat** the total anticipated wastewater flows of **270 GPD**, from the proposed house.

Anticipated Wastewater Flows from the Proposed Single Family Dwelling:

1 Proposed Three-Bedroom House @ 270 GPD/ Three-Bedroom House	= 270 GPD
Total Proposed Increase in Wastewater Flows for this Project	= 270 GPD

The City combined sewer overflow (C.S.O.) abatement consent agreement (with the U.S.E.P.A., and with the Maine D.E.P.) requires C.S.O. abatement, as well as storm water mitigation, in order to offset any increase in sanitary flows, from all projects. If the City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank J. Brancely, B.A., M.A.
Senior Engineering Technician

FJB

CC: Penny Littell, Director, Department of Planning, and Urban Development, City of Portland
Barbara Barhydt, Development Review Services Manager, Department of Planning, and Urban Development, City of Portland
Philip DiPierro, Planner, Planning Division, Department of Planning, and Urban Development, City of Portland
David Margolis-Pineo, Deputy City Engineer, City of Portland
Michael Farmer, P.E., Project Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
John Emerson, Wastewater Coordinator, City of Portland
Jane Ward, Administrative Assistant, City of Portland

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Works,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 8/31/10

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 40 Castine Ave. Chart Block Lot Number: _____

(Regarding addressing, please contact Leslie Kaynor, either at 756-8346, or at LMK@portlandmaine.gov)

Proposed Use: Single Family Home

Previous Use: Vacant Lot

Existing Sanitary Flows: N/AGPD

Existing Process Flows: N/AGPD

Description and location of City sewer, at proposed building sewer lateral connection:
8" sewer line in Eastman Ave. Exists.

One Sewer Lateral to be installed

Clearly, indicate the proposed connection, on the submitted plans.

Chart Block Lot Number: _____

Site Category	Commercial	_____
	Industrial <i>(complete part 4 below)</i>	_____
	Governmental	_____
	Residential	<u>X</u>
	Other <i>(specify)</i>	_____

2. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 1 single family 270GPD

Peaking Factor/ Peak Times: _____

Specify the source of design guidelines: *(i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify))*

Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet.

3. Please, Submit Contact Information.

Owner/Developer Name: Diversified Properties, Inc.

Owner/Developer Address: P.O. Box 10127, Portland, ME 04104

Phone: 207-773-4988 Fax: 207-773-6875 E-mail: Jmw1@maine.rr.com

Engineering Consultant Name: Gorrill-Palmer Consulting Engineers

Engineering Consultant Address: POB 1237, Gray, ME

Phone: 207-657-6912 Fax: 207-657-6912 E-mail: apalmer@gorrillpalmer.co

Phone: m

City Planner's Name: N/A

Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review.

4. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows _____ GPD

Generated:

Do you currently hold Federal or State discharge permits? Yes No

Is the process wastewater termed categorical under CFR 40? Yes No

OSHA Standard Industrial Code (SIC): _____ (<http://www.osha.gov/oshstats/sicser.html>)

Peaking Factor/Peak Process Times: _____

Note: On the submitted plans, please show the locations, where the building's sanitary, and process water sewer laterals, exit the facility, where they enter the city's sewer, the location of any control manholes, wet wells, or other access points, and the locations of any filters, strainers, or grease traps.

Notes, Comments, or Calculations:



Level I: Minor Residential Site Plan Application Portland, Maine

Portland's Department of Planning and Urban Development coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level I: Minor Residential site plan.

Level I: Minor Residential development includes:

- a. With respect to development of a single-family or a two-family building, excluding building additions, decks, or accessory structures, such development shall be deemed minor residential development for purposes of this article regardless of its size.
- b. The addition of any additional dwelling unit to a building initially reviewed as a two-family dwelling or multifamily structure, if the additional dwelling unit does not require subdivision review under Maine State Statutes and Portland's Subdivision Ordinance.

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at:

Planning and Urban Development Department
4th Floor, City Hall
389 Congress Street
Portland, Maine 04101



**Level I: Minor Residential
Site Plan Application
PORTLAND, MAINE**

Planning and Urban Development Department
Planning Division and Planning Board

PROJECT NAME: 40 CASTINE AVE Portland

PROPOSED DEVELOPMENT ADDRESS: SAME

PROJECT DESCRIPTION: CONSTRUCTION OF A Single family CAPE
24x32 w/deck 3 bedroom 1.5 BATH.

CHART/BLOCK/LOT: 309-E-31+32 +
a portion of 17

PRELIMINARY PLAN _____

FINAL PLAN ✓

CONTACT INFORMATION:

APPLICANT

Name: Diversified Prop.
Address: POB 10127
Portland, ME
Zip Code: 04104
Work #: 723-4988
Cell #: _____
Fax #: 723-6875
Home: _____
E-mail: jmw1@maine.ll.com

PROPERTY OWNER

Name: Cynthia L. McAllister
Address: POB 874
Sabbatus, ME 04880
Zip Code: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

BILLING ADDRESS

Name: _____
Address: _____
Zip: Same as Above
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

~As applicable, please include additional contact information on the next page~

AGENT/REPRESENTATIVE

Name: Lynda Parker
Address: 449 Forest Ave
Portland, ME
Zip Code: 04101
Work #: 773-4988
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

Surveyor

ENGINEER

Name: Titcomb Associates
Address: 133 Gray Rd
FALMOUTH ME
Zip Code: 04105
Work #: 797-9199
Cell #: _____
Fax #: _____
Home: _____
E-mail: dtitcomb@titcombsurvey.com

Engineer
SURVEYOR

Name: Garrill + Palmer Consulting Engineers
Address: POB 1237
Gray, ME
Zip Code: 04039
Work #: 657-6910
Cell #: _____
Fax #: 657-6912
Home: _____
E-mail: gpalmer@garrillpalmer.com

DEVELOPMENT REVIEW FEES:

Check all reviews that apply. Payment may be made in cash or check to the City of Portland.

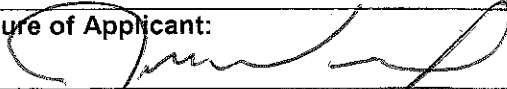
Level I: Minor Residential Site Plan <input checked="" type="checkbox"/> Application Fee (flat fee)	\$300
Mailed notices to abutters are now required for single family, two-family and the addition of a unit being reviewed as a Level I minor residential site plan. The applicant will be billed for the notice costs.	.75 cents each
<input checked="" type="checkbox"/> Inspection Fee, due after approval (flat fee)	\$100
<input type="checkbox"/> Performance Guarantee <i>N/A</i>	Exempt except for those projects that complete construction in the winter and the site work is incomplete

Refer to the application checklist (page 5) for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

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 Planning Authority and Code Enforcement'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.

This application is for a Site Plan review only. A Performance Guarantee, Inspection Fee, Building Permit Application (attached) and associated fees will be required prior to construction.

Signature of Applicant: 	Date: 9/13/2010
---	-----------------

Please refer to Article V, Site Plan of the City of Portland Land Use Code for detailed information concerning the City's site plan review process, thresholds and standards. Should you have any questions regarding the submittal requirements or any other aspect of the site plan review process, please contact the Planning Division.

City of Portland Planning Division
389 Congress Street
Portland, Maine 04101
(207) 874-8719
www.portlandmaine.gov

Office Hours:
Unless noted, office hours are
Monday thru Friday
8:00 a.m. – 4:30 p.m.

General Submittal Requirements – Level 1 Minor Residential

Applicant Checklist	Planner Checklist	Number of Copies	Submittal Requirement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Completed application form.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	Application fees.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Written description of project.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Evidence of right, title and interest.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Copies of required state and/or federal permits.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Written assessment of zoning.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Written Description of existing and proposed easements or other burdens.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Written requests for waivers from individual site plan and/or technical standards.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4	Evidence of financial and technical capacity.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Evidence of utilities capacity to serve the development.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual).

Site Plans and Boundary Survey Requirements – Level I Minor Residential

Applicant Checklist	Planner Checklist	Number of Copies	Submittal Requirement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Boundary survey meeting the requirements of section 13 of the City of Portland Technical Manual.
<input type="checkbox"/>	<input type="checkbox"/>	4	Site Plan including the following:
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> ▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone). ▪ Location and dimension of existing and proposed paved areas. ▪ Proposed ground floor area and finish floor elevation (FFE). ▪ Exterior building elevations (show all 4 sides). ▪ Identification of an proposed protection measures for any significant natural features located in the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code). ▪ Existing and proposed utilities (or septic system, where applicable) ▪ Existing and proposed grading and contours. ▪ Proposed stormwater management and erosion controls. ▪ Total area and limits of proposed land disturbance. ▪ Proposed protections to or alterations of watercourses. ▪ Proposed wetland protections or impacts. ▪ Existing vegetation to be preserved and proposed site landscaping and street trees. ▪ Existing and proposed curb and sidewalk. ▪ Existing and proposed easements or public or private rights of way. ▪ A reduced boundary survey/site plan is required if original is larger than 11'x17'
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
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<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

Site Plan Standards for Review of Level I: Minor Residential

Level I: Minor Residential site plan applications are subject to the following site plan standards*, as contained in section 14-526 of Article V, Site Plan:

- 14-526 (a) **Transportation Standards:** 2.a.(i) and (ii);
2.c (if the site plan is a two-family or multi-family building);
4.a.(i) and (iv)
- 14-526 (b) **Environmental Quality Standards:** 1
2.a.
2.b.(iii)
3.c. and d. and e.
- 14-526 (c) **Public Infrastructure and Community Safety Standards:** 1. and 3.a through e.
- 14-526 (d) **Site Design Standards:** 5. and 9.

**Except as provided in Article III of the City Code, or to conditions imposed under Section 14-526(e) only, or to those submission requirements set forth in section 14-527 as relate solely thereto.*



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>40 CASTINE AVE, PORTLAND.</u>		
Total Square Footage of Proposed Structure/Area <u>1344</u>	Square Footage of Lot	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>309 E 31+32</u> <u>+ a portion of 17</u>	Applicant * must be owner, Lessee or Buyer Name <u>Diversified Properties</u> Address <u>POB 10127</u> City, State & Zip <u>Portland, ME</u>	Telephone: <u>713 4988</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>See Attached</u> Address City, State & Zip	Cost Of Work: \$ <u>90,000</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>VACANT LAND</u> Number of Residential Units <u>1</u> If vacant, what was the previous use? Proposed Specific use: <u>24 x 32 CAPE W/ DECK</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>CONSTRUCTION OF A SINGLE FAMILY CAPE</u>		
Contractor's name: <u>DIVERSIFIED PROPERTIES</u> Address: <u>POB 10127</u> City, State & Zip <u>Portland ME 04104</u> Telephone: <u>713-4988</u> Who should we contact when the permit is ready: <u>LYNDA PORTER</u> Telephone: <u>SAME</u> Mailing address: <u>SAME</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: 9/13/2010

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



New Residential Single Family Permit Application Checklist

Additional information is required and must be submitted. Checking off items on this checklist and your application package will ensure your package is complete and will help to expedite the permitting process.

The Maine Home Construction Contracts Act requires that any home construction or repair work for more than \$3000. in materials or labor must be based on a written contract unless the parties agree to exempt themselves. A sample contract is available on the City's website at www.portlandmaine.gov, in the Inspection Office, Room 315 of Portland City Hall or call (207)874-8703 to have one mailed to you.

All new two-family residential developments will be required to go through the minor site plan review process.

One (1) complete set of construction drawings must include:

- Cross sections w/framing details
- Floor plans and elevations to scale
- Stair details including dimensions of: rise/run, head room, guards/handrails, baluster spacing
- Window and door schedules
- Foundation plans w/required drainage and damp proofing (if applicable)
- Detail egress requirements and fire separation (if applicable)
- Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IECC 2003
- Deck construction including: pier layout, framing, fastenings, guards, stair dimensions
- Reduced plans or electronic files in pdf format are also required if original plans are larger than 11" x 17"
- Proof of ownership is required if it is inconsistent with the assessors records

Submit separate drawings for mechanical & electrical plumbing, HVAC, and fire protection.

Four (4) copies of the boundary survey/site plan are required and must include:

- A stamped boundary survey to scale showing north arrow, zoning district & setbacks to a scale of $\geq 1" = 20'$. The boundary survey should include the following:
- The footprint of the proposed structure and the distance from the actual property lines. Structures include decks, porches, steps, bow windows, cantilever sections and roof overhangs, sheds, pools, garages, and any other accessory structures and must be shown to scale. Photocopies of the plat or hand drawn footprints not to scale will not be accepted. The footprint should be consistent with the building plan.
- Location and dimensions of parking areas and driveways
- Finish floor or sill elevation (based on mean sea level datum)
- Location of proposed utilities
- Existing and proposed grades/contours
- Silt fence (erosion control) locations
- Location of two required street trees
- Separate requirements may apply for lots on unimproved streets
- A reduced boundary survey/site plan is required if original is larger than 11' x 17"

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost
Site plan review fee: \$300.00

This is not a Permit; you may not commence any work until the Permit is issued.

Post Office Box 10127
Portland, Maine 04104
207-773-4988
Fax 207-773-6875

**Diversified
Properties**

MEMO

To: Eric Giles

From: Jim Wolf

Fax:

Pages:

Phone:

Date: 10/18/2010

Re: Castine

CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:**

Attached please find 5 copies to scale and 1 11 by 17 of the revised survey.

inv=64.4'
12" PVC

sump=61.9'

1" CURB STOP 15" 18"

N 41° 25' 33" E 150.00'

77.00'

73.00'

13.5'

(2) RED MAPLE
2-1/2" CAL OR
EQUIVALENT

2 1/2 Story Dwelling
#34

2-9'x18' PARKING SPACES

2-9'x19' PARKING SPACES

HISTORICAL LOT LINE

HISTORICAL LOT NUMBER

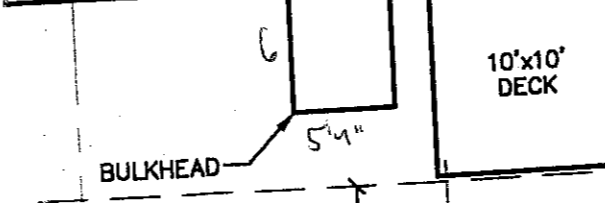
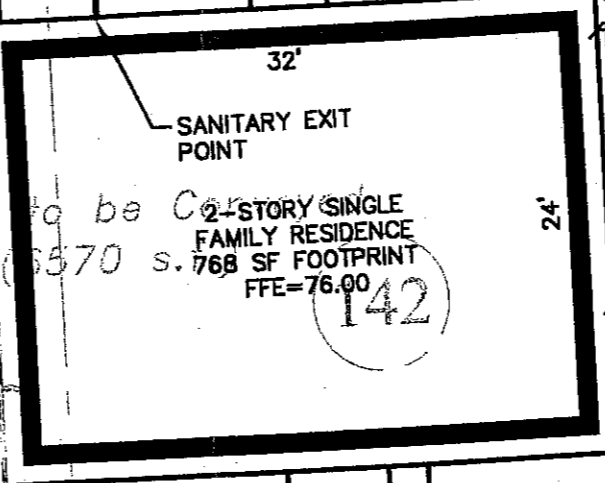
144

143

142

141

140



LOT 142/143
6,570 SF

25' REAR SETBACK

14' SIDE SETBACK

14' SIDE SETBACK

25' FRONT SETBACK

4' wide Driveway Easement
benefit remaining lan

GARAGE TO BE REMOVED PRIOR TO ISSUANCE OF BUILDING PERMIT
Deck

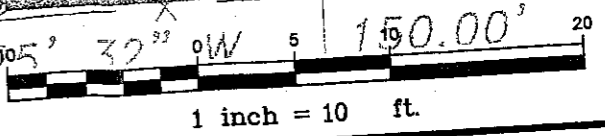
PORION OF DRIVEWAY OUTSIDE OF EASEMENT TO BE REMOVED

Remaining Land (6,930 s.f.)

N/F
Scott B. Anderson
Cara A. MacBurnie
Book 25157, Page 218

SITE AND UTILITY PLAN

1"=10'



1 inch = 10 ft.

30.00'

73.00'

150.00'

77.00'

S 41° 30' 32" W

N 48° 34' 29" W

10"

18"

3.5'

19'

18'

3.5'

14.5'

13.5'

10'

11.4'

10'

31'

26' steps

6" SAN L=60' S=TO BE DETERMINED

CLEANOUT

STEPS (TYP.)

SANITARY EXIT POINT

2-STORY SINGLE FAMILY RESIDENCE
6,570 s. 768 SF FOOTPRINT
FFE=76.00

10'x10' DECK

BULKHEAD

5'4"

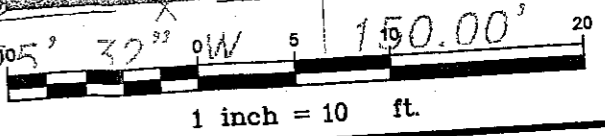
GARAGE TO BE REMOVED PRIOR TO ISSUANCE OF BUILDING PERMIT
Deck

PORION OF DRIVEWAY OUTSIDE OF EASEMENT TO BE REMOVED

Remaining Land (6,930 s.f.)

SITE AND UTILITY PLAN

1"=10'



1 inch = 10 ft.

30.00'

73.00'

150.00'

77.00'

S 41° 30' 32" W

N 48° 34' 29" W

10"

18"

3.5'

19'

18'

3.5'

14.5'

13.5'

10'

11.4'

10'

31'

26' steps

6" SAN L=60' S=TO BE DETERMINED

CLEANOUT

STEPS (TYP.)

SANITARY EXIT POINT

2-STORY SINGLE FAMILY RESIDENCE
6,570 s. 768 SF FOOTPRINT
FFE=76.00

10'x10' DECK

BULKHEAD

5'4"

GARAGE TO BE REMOVED PRIOR TO ISSUANCE OF BUILDING PERMIT
Deck

PORION OF DRIVEWAY OUTSIDE OF EASEMENT TO BE REMOVED

Remaining Land (6,930 s.f.)

LOT AREA
DISTURBED=6,570 SF

INV. OUT=73.00

TENAX MULTIMAT FABRIC
ON SLOPES EQUAL TO OR
STEEPER THAN 8% FOR
OCTOBER 1st THROUGH
APRIL 15th AND EQUAL TO
OR STEEPER THAN 15%
FOR APRIL 15th THROUGH
OCTOBER 1st (TYP)

N/F
off B. Anderson
a A. MacBurnie
25157, Page 218

SUMP PUMP
OUTLET PIPE

GRADE TO DRAIN
AROUND HOUSE

4" FOUNDATION DRAIN

73.20

73.10

73.80

74.00

73.80

74.00

73.80

LOT 142/143
6,570 SF

30.00'

2 1/2" iron pipe
leaving 30°

GRADING AND DRAINAGE PLAN

1"=10'

Parcel to be Co-2-STORY SINGLE
FAMILY RESIDENCE
6,570 s. 768 SF FOOTPRINT
FFE=76.00

142

S 48° 34' 29" E 90.00'

141

Garage
to be
moved

Remaining Land
(6,930 s.f.)

2 1/2 Story Dwelling
#34

Deck

140

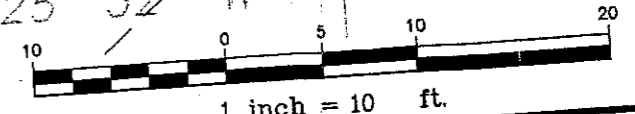
overhang (1.6' wide)

1/4 wide Driveway
benefit remaining land

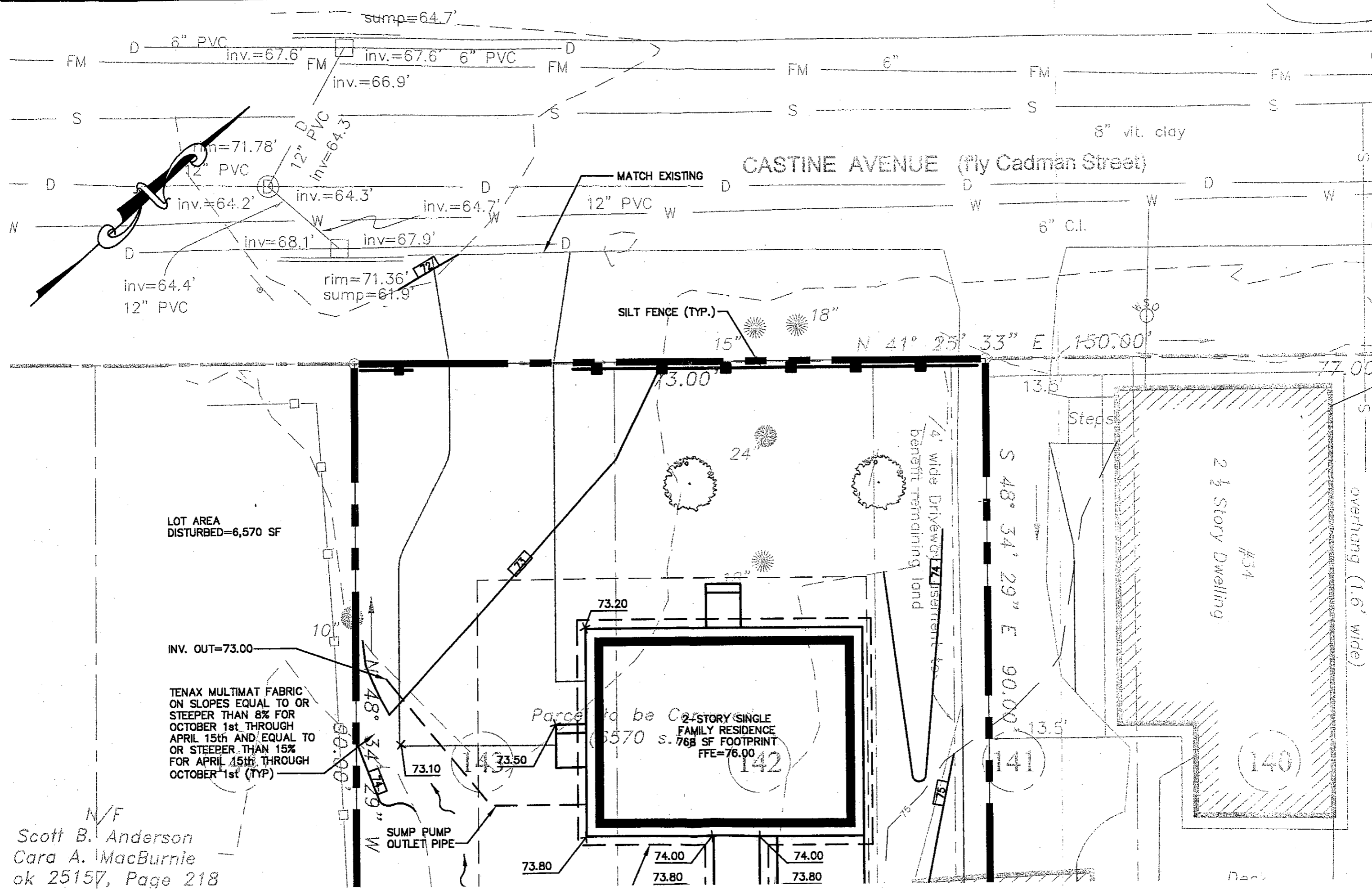
Steps

S 41° 25' 32" W

150.00'



77.00'



LOT AREA
DISTURBED=6,570 SF

INV. OUT=73.00

TENAX MULTIMAT FABRIC
ON SLOPES EQUAL TO OR
STEEPER THAN 8% FOR
OCTOBER 1st THROUGH
APRIL 15th AND EQUAL TO
OR STEEPER THAN 15%
FOR APRIL 15th THROUGH
OCTOBER 1st (TYP)

Parcel to be Covered
6,570 s. 768 SF FOOTPRINT
FFE=76.00

N/F
Scott B. Anderson
Cara A. MacBurnie
ok 25157, Page 218

2 1/2 Story Dwelling #34

overhang (1.6' wide)

CASTINE AVENUE (fly Cadman Street)

8" vit. clay

6" C.I.

SILT FENCE (TYP.)

1/4 wide Driveway
benefit remaining land

Steps

140

141

142

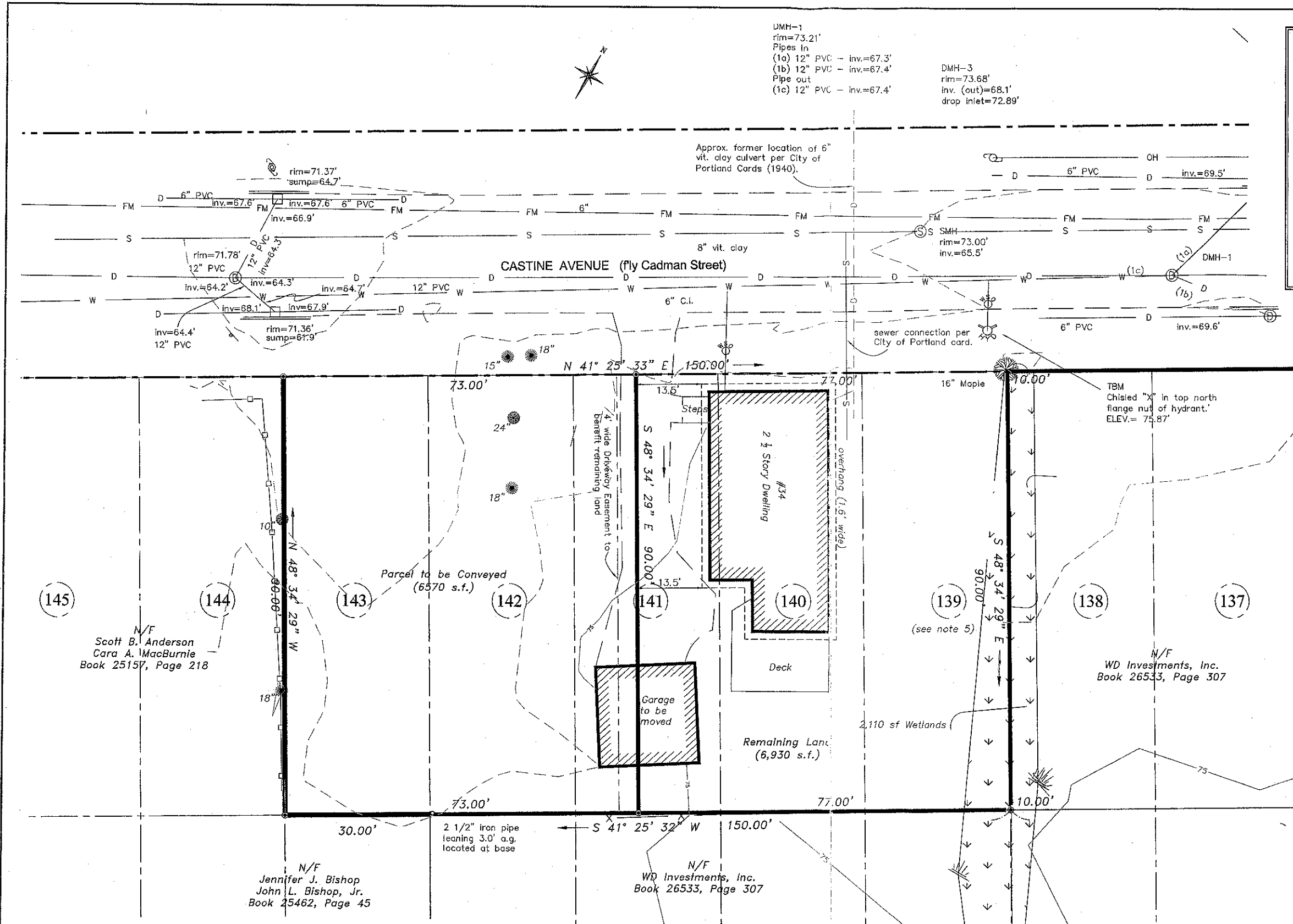
Deck

DMH-1
rim=73.21'
Pipes In
(1a) 12" PVC - inv.=67.3'
(1b) 12" PVC - inv.=67.4'
Pipe out
(1c) 12" PVC - inv.=67.4'

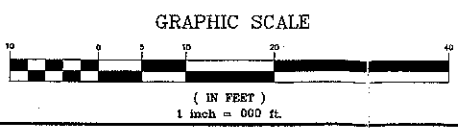
DMH-3
rim=73.68'
inv. (out)=68.1'
drop inlet=72.89'

LEGEND	
---	Edge of pavement
---	Edge of gravel
---	Curb (granite, unless noted)
---	Property Line
---	Abetter's line (+/-)
---	Plan line +/-
---	Sight of way
---	Overhead
---	Wire fence
---	Stockade fence
---	Overhead Wires
---	Storm drain
---	Underground Gas
---	Underground Electric
---	Sewer line
---	Force main (sewer)
---	Telephone line
---	1' Contour
---	5' Contour
○	Iron pin found
□	Manure found
□	Catch basin
□	Water valve
○	Sewer manhole
○	Drain manhole
○	Fire hydrant
○	Cuy wire
○	Sign
○	Utility pole
○	Wetland flag
○	Gas valve
○	Tree line
○	Lot number (reference 2)
○	Coniferous Tree
○	Deciduous Tree
○	Cross Walk
○	Existing building
○	Wetland

- REFERENCES
- 1) CAD file entitled "Boundary Survey of 14 and 15 Castine Avenue Portland Maine 04103 prepared for Gary S. Bedrosian and Andrea D. Knight," by Isalah E. Plante PLS 2334 dated November 10, 2004.
 - 2) Plan entitled "Deering Terrace owned by J.W. Wilbur Co. Inc.," made by Ernest W. Branch dated April 20, 1915 and recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 6.
 - 3) CAD file entitled "Survey of Street Lines Castine Avenue, Wyndham Street, Aldworth Street, Forest Avenue," by the City of Portland Public Works Department Engineering Section dated October 1997.
 - 4) Street records provided by the City of Portland Public Works Department.
 - 5) Plan entitled, "Castine Avenue, Wyndham and Aldworth Street Improvements, Castine Avenue Plan and Profile," sheets 2-4 prepared by City of Portland, Maine Public Works Department Engineering Section dated December 18, 1996.
 - 6) Plan entitled, "Forest Avenue Sanitary Sewer," made by the City of Portland Department of Public Works, revised through March 1977.
 - 7) Portions of plans provided by the Portland Water District and Northern Utilities.
 - 8) Plan entitled, "Plan of Boundary Survey made for W&C LLC," by Titcomb Associates dated September 14, 2006 and recorded in Plan Book 206, Page 645.
 - 9) Plan entitled, "Plan of Existing Conditions mad for W&C LLC," by Titcomb Associates dated September 14, 2006 and revised to October 27, 2006.



- NOTES
- 1) Bearings are referenced to Grid North, NAD83, Maine West Zone (1802).
 - 2) Deed Book and Plan Book references are to the Cumberland County Registry of Deeds unless otherwise noted.
 - 3) Elevations are referenced to NGVD 29 based on differential leveling from City of Portland Benchmark TBM 4 (PK nail on northerly side of utility pole number CMP/NETS).
 - 4) The location of underground utilities is approximate based on the location of observable features and information provided by others. DIG-Safe and/or the appropriate utilities should be contacted prior to any excavation.
 5. Lot 39 of reference 2 may be subject to a drainage easement as described in Book 966, Page 191.



This survey conforms to the current standards of the Maine State Board of Registration for Land Surveyors except as noted:
1) Pins not set as of plan date.



Owners of Record:
Stanley R. Porias
Cynthia L. Porias
Book 3144, Page 648
Area = 13,500 s.f. (0.31) acres

PLAN OF PROPOSED LOT DIVISION
Castine Avenue Portland, Maine

MADE FOR
DIVERSIFIED PROPERTIES, INC.
P.O. Box 10127 Portland, Maine

JOB# 210048 DATE: 8/9/2010 SCALE: 1"=10'

BOOK# 807
DWG# 210046
FILE# 9143

William J. Acheson PLS 2271

Titcomb Associates
133 Gray Road
Falmouth, Maine 04105 (207) 797-9199



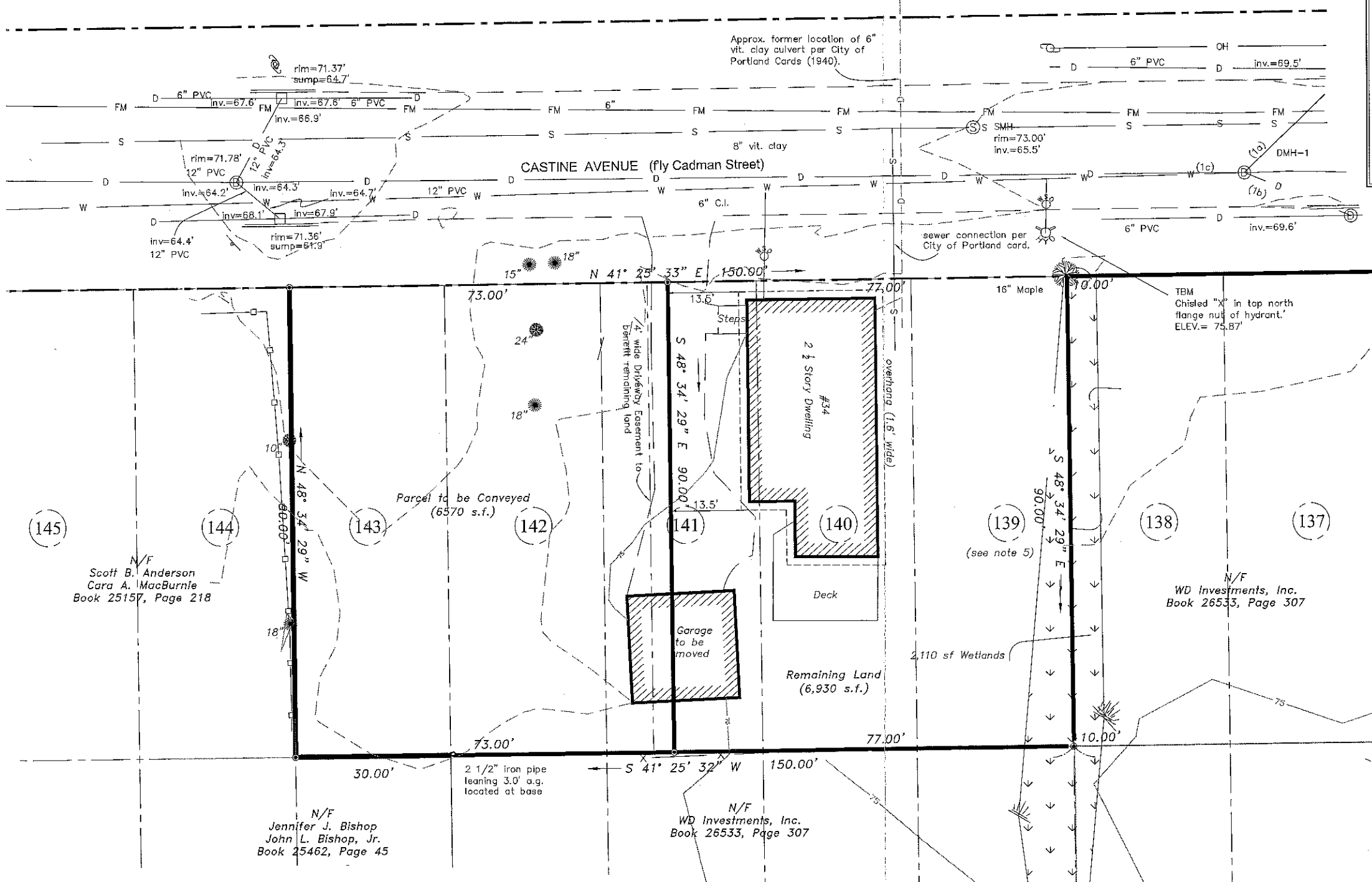
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Pipe out
(1c) 12" PVC - inv.=67.4'

DMH-3
rim=73.68'
Inv. (out)=68.1'
drop inlet=72.89'

LEGEND

— Edge of pavement	○ Iron pin found
— Edge of gravel	□ Monument found
— Catch (gravel, unless noted)	□ Catch basin
— Property Line	— Water valve
— Abutment line (+/-)	— Sewer manhole
— Plan line ref.2 (+/-)	— Drain manhole
— Right of way	— Fire hydrant
— Easement	— Gas pipe
— Wire fence	— Slope
— Stockade fence	— Utility pole
— OH	— Wetland flag
— Storm drain	— Gas valve
— Underground Gas	— Tree
— E	— Underground Electric
— S	— Sewer line
— FM	— Face main (sewer)
— T	— Telephone line
— 1' Contour	— 1' Contour
— 5' Contour	— 5' Contour

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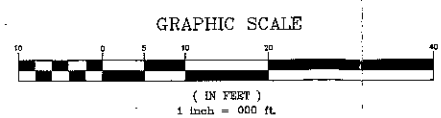
N/F
Scott B. Anderson
Cara A. MacBurnie
Book 25157, Page 218

N/F
Jennifer J. Bishop
John L. Bishop, Jr.
Book 25462, Page 45

N/F
WD Investments, Inc.
Book 26533, Page 307

N/F
WD Investments, Inc.
Book 26533, Page 307

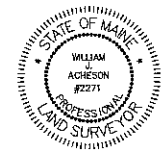
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William J. Achason PLS 2271



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Cynthia L. Portas
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