

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND**

Please Read  
Application And  
Notes, if Any,  
Attached

BUILDING PERMIT

**PERMIT**

Permit Number 101071

**PERMIT ISSUED**

This is to certify that Mcbride James/Diversified Properties, Inc.  
 has permission to Build new 24' x 32' single family home with deck.  
 AT 31 Eastman Ave CE 332 C004001

NOV - 1 2010

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOURS NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_  
 Health Dept. \_\_\_\_\_  
 Appeal Board \_\_\_\_\_  
 Other \_\_\_\_\_

Department Name

Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 10-1071	Issue Date:	UBL: 332 C004001
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Location of Construction: 31 Eastman Ave (27-31)	Owner Name: McBride James	Owner Address: 29 Beal St	Phone:
Business Name:	Contractor Name: Diversified Properties, Inc / Jim Wol	Contractor Address: P.O. Box 10127 Portland	Phone: 2077734988
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-3

Fast Use: Vacant Land	Proposed Use: New Single Family / Build new 24' x 32' single family home with deck.	Permit Fee: \$995.00	Cost of Work: \$90,000.00	CEO District: 5
		FIRE DEPT: N/A	INSPECTION: Use Group: R3 Type: 50 IRC, 2003	

Proposed Project Description:  
Build new 24' x 32' single family home with deck.

Signature: \_\_\_\_\_  
Signature: \_\_\_\_\_  
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)  
Action:  Approved  Approved w/Conditions  Denied  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Taken By: BE	Date Applied For: 08/10/2010	<b>Zoning Approval</b>		
------------------------	---------------------------------	------------------------	--	--

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

Special Zone or Reviews

Shoreland N/A

Wetland N/A

Flood Zone parcel 6 - zone X

Subdivision

Site Plan 200 - 000

Maj  Minor  MM  Level 1

Date: \_\_\_\_\_

Zoning Appeal

Variance

Miscellaneous

Conditional Use

Interpretation

Approved

Denied

Date: \_\_\_\_\_

Historic Preservation

Not in District or Landmark

Does Not Require Review

Requires Review

Approved

Approved w/Conditions

Denial

Date: \_\_\_\_\_

**PERMIT ISSUED**

NOV - 1 2010

City of Portland

**CERTIFICATION**

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
------------------------	---------	------	-------



**CITY OF PORTLAND, MAINE**  
Department of Building Inspections

**Original Receipt**

Received from

11.1.2010  
John Wolf

Location of Work

Cost of Construction \$

Building Fee:

Permit Fee \$

Site Fee:

Certificates of Occupancy Fee:

Total:

320

Building (B)

Plumbing (15)

Electrical (12)

Site Plan (12)

Other

CR: 330-0-4

Check #:

9

Total Collected \$

320

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

Taken by:

[Signature]

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy

# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

August 30 2010

Received from Jerry Wolf

Address of Work 97 Eastern Ave

Description of Work Instruction Building Fee: 890.00

\_\_\_\_\_ Site Fee: 300.00

\_\_\_\_\_ Certificate of Occupancy Fee: 75.00

Total: 1265.00

Building \_\_\_\_\_ Plumbing (15) \_\_\_\_\_ Electrical (10) \_\_\_\_\_ SBA Plan (12) \_\_\_\_\_

Other \_\_\_\_\_

OSL: 3 C-4

Check # \_\_\_\_\_ Total Collected \_\_\_\_\_

No refunds will be granted until permit issued.  
Please keep original receipt for your records.

Taken by FBA

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy

**CITY OF PORTLAND**  
**DEPARTMENT OF PLANNING & URBAN DEVELOPMENT**

389 Congress Street  
Portland, Maine 04101

**INVOICE FOR PERMIT FEES**

<b>Application No:</b>	10-1071	<b>Applicant:</b>	Mcbride James
<b>Project Name:</b>	Build new 24 x 32' single family ho	<b>Location:</b>	31 Eastman Ave (Z7-31)
<b>CBL:</b>	332 C004001	<b>Development Type:</b>	
<b>Invoice Date:</b>	09/02/2010		

<b>Previous Balance</b>	-	<b>Payment Received</b>	+	<b>Current Fees</b>	-	<b>Current Payment</b>	-	<b>Total Due</b>	<b>Payment Due Date</b>
\$0.00		\$0.00		\$1,315.00		\$995.00		\$320.00	On Receipt

**Third Billing**

<b>Previous Balance</b>	<b>\$0.00</b>
-------------------------	---------------

<u>Fee Description</u>	<u>Qty</u>	<u>Fee/Deposit Charge</u>
Certificate of Occupancy	1	\$75.00
Building Permit Fee First \$1000	1	\$30.00
Building Permit Fee Add'l \$1000	32	\$320.00
Building Permit Fee Add'l \$1000	1	\$890.00
		<u>\$1,315.00</u>

<b>Total Current Fees:</b>	+	<b>\$1,315.00</b>
<b>Total Current Payments:</b>	-	<b>\$995.00</b>
<b>Amount Due Now:</b>		<b>\$320.00</b>

Detach and remit with payment.

**Bill to:** Mcbride James  
29 Beal St  
Portland, ME 04103

CBL 332 C004001  
**Application No:** 10-1071  
**Invoice Date:** 09/02/2010  
**Invoice No:** 38284  
**Total Amt Due:** \$320.00  
**Payment Amount:**

## **BUILDING PERMIT INSPECTION PROCEDURES**

**Please call 874-8703 or 874-8693 (ONLY)**

**or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)**

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

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

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

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

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

**X** **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**  
**NOTE: There is a \$75.00 fee per inspection at this point.**

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

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

**City of Portland, Maine - Building or Use Permit**

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

Permit No: 10-1071	Date Applied For: 08/30/2010	CBL: 332 C004061
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Location of Construction: 31 Eastman Ave (27-31)	Owner Name: Melinda James	Owner Address: 29 Beal St	Phone:
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Business Name:	Contractor Name: Diversified Properties, Inc./Jim Wolf	Contractor Address: P.O. Box 10127 Portland	Phone: (207) 773-4988
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Lender/Buyer's Name: Diversified Properties	Phone:	Permit Type: Single Family
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Proposed Use: New Single Family / Build new 24' x 32' single family home with deck.	Proposed Project Description: Build new 24' x 32' single family home with deck.
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Ann Machado	Approval Date: 10/19/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
<ol style="list-style-type: none"> <li>1) The certificate of occupancy will not be issued until our office receives a copy of the recorded deed for the property.</li> <li>2) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed structure, it may be required to be located by a surveyor.</li> <li>3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.</li> <li>4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.</li> </ol>			

Dept: Building	Status: Approved with Conditions	Reviewer: Jonathan Rioux	Approval Date: 11/01/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
<ol style="list-style-type: none"> <li>1) Stairway headroom shall be not less than 6 feet 8 inches measured vertically from the sloped plane adjoining the tread nosing or from the floor surface of the landing or platform.</li> <li>2) Hardwired interconnected battery backup smoke detectors, and a Carbon Monoxide Detector hardwired, or plug in with battery backup shall be installed in all bedrooms, protecting the bedrooms, and on every level.</li> <li>3) Fastener schedule per the IRC 2003</li> <li>4) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.</li> <li>5) The design load spec sheets for any engineered beam(s) / Trusses must be submitted to this office</li> <li>6) A copy of the enclosed chimney or fireplace disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.</li> <li>7) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.</li> </ol>			

Dept: DRC	Status: Approved with Conditions	Reviewer: Philip DiPierro	Approval Date: 10/20/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
<ol style="list-style-type: none"> <li>1) 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.</li> <li>2) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.</li> </ol>			

Location of Construction: 31 Eastman Ave (27-31)	Owner Name: McBride James	Owner Address: 29 Beal St	Phone:
Business Name:	Contractor Name: Diversified Properties, Inc Jim Wol	Contractor Address: P.O. Box 10127 Portland	Phone: (207) 773-4988
Lessee/Buyer's Name: Diversified Properties	Phone:	Permit Type: Single Family	

- 3) A street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 4) 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.
- 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) 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.
- 7) 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.
- 8) All Site work (final grading, landscaping, lawn and seed) must be completed prior to issuance of a certificate of occupancy.
- 9) The applicant shall have a licensed surveyor install, prior to the issuance of any Certificate of Occupancy, permanent monumentation/pins identifying property corners.

**Comments:**

9/3/2010-amachado: Sent email to Phil. My Initial review is complete. I have three issues:

- The driveway extends 36' beyond the 25' front setback. It needs to be 38' to meet the parking requirements.
- This lot is created from two different owners. The buyer on the purchase & sales for lot 332-C-004 is Maggie May LLC & the buyer on the purchase and sales for lot 332 C-005,042 &043 is Diversified Properties.
- The left property line on the proposed lot on the survey does not match the assessor's chart.

Waiting for Phil to complete his review to see if he needs any changes to the site plan.

10/18/2010-amachado: Received revised building plans from Jim Wolf. Same footprint minor changes for window details etc.

10/21/2010-amachado: Received updated site plan from Phil which addressed site issues that Phil had. No change to the zoning requirements.

11/1/2010-jrioux: Reevaluation of permit fee schedule. see attached.



Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	12 $\frac{12}{12}$ $\frac{12}{12}$ 2x10" 16" o.c. & 2x8" @ 16" o.c.	Notes indicate trusses 3
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	1/2" wall, 3/4" Floor, 1/8" Roof	
Fastener Schedule (Table R602.3(1) & (2))		
Private Garage (Section R309) Living Space? (Above or beside)	N/A	
Fire separation (Section R309.2) Opening Protection (Section R309.1)	/	
Emergency Escape and Rescue Openings (Section R310)	Egress shown in bedrooms	okay
Roof Covering (Chapter 9)	Asphalt	
Safety Glazing (Section R308)	/	
Attic Access (Section R807)		
Chimney Clearances/Fire Blocking (Chap. 10)	16x16" w/ 2" clearance along	okay
Header Schedule (Section 502.5(1) & (2))	Table shown -	okay
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	Roof R-38; R-21 Floor's window .55'	

Type of Heating System		
<b>Means of Egress</b> (Sec R311 & R312) Basement	Bulthead	
Number of Stairways		
Interior		
Exterior		
Treads and Risers (Section R311.5.3)	10" x 7 9/16" 10" x 7 3/4"	ok
Width (Section R311.5.1)	3' 6"	
Headroom (Section R311.5.2)	6'-8" not shown to comply to plain	
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	o 3'	
Smoke Detectors (Section R313) Location and type/Interconnected	Co Det required; & notes show w/ interconnected smoke alarm.	(2)
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	/	
Deck Construction (Section R502.2.1)	(3) 2x10" Brn m 2x10" @ 16" o.c.	ok ≥ 30"? (3)

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)		
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	10" Wall 4-0 Frost 10" x 16"	(okay)
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Drainage fabric shown	(1) Damp proofing
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	/	
Anchor Bolts/Straps, spacing (Section R403.1.6)	5 / 8" dia x 12" corners 3'-0" O.C.	(okay)
Lally Column Type (Section R407)	3/2" on footing	
Girder & Header Spans (Table R 502.5(2))		
Built-Up Wood Center Girder Dimension/Type		
Sill/Band Joist Type & Dimensions	2x6" PT	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10" @ 16" O.C. & 2x10" @ 12" O.C.	(okay)
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))		
Attic or additional Floor Joist Species Dimensions and Spacing (Table R502.4(1) and R502.4(2))		



Generated by REScheck Package Generator  
**Compliance Certificate**

Project Title: Single Family Residence

Report Date: 11/01/10

Energy Code: 2003 IECC  
 Location: Portland, Maine  
 Construction Type: Single Family  
 Glazing Area Percentage: 15%  
 Heating Degree Days: 1328

Construction Site:  
 27 Eastman Ave  
 Portland, ME  
 Permit # 10-1971  
 Permit Date: 08/30/10

Owner/Agent:

Designer/Contractor:  
 Diversified Properties  
 PO Box 10127  
 Portland, ME 04104  
 207.773.4006

Passes

Assembly	cavity R-Value	Uom. F. Value	Glazing or Door U-Factor
Ceiling:	38.0		
Wall:	11.0	19.0	
Window:			0.350
Door:			0.350
Floor:	21.0		

Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2003 IECC requirements in the REScheck Package Generator and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

Name - Title

Signature

Date

# 0010 0028 10/10/10



# General Building Permit Application

RECEIVED

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.

NOV 30 2010  
 Dept. of Building Inspections  
 City of Portland, Maine

Location/Address of Construction: <u>27 Eastern Avenue</u>		Total Square Footage of Proposed Structure/Area: <u>1344</u>		Square Footage of Lot: <u>11,303</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>332</u> Block# <u>C</u> Lot# <u>4-5</u> <u>42-43</u>		Applicant <u>must be owner, Lessee or Buyer</u> Name <u>Diversified Properties</u> Address <u>Box 10127</u> City, State & Zip <u>Portland, ME 04104</u>		Telephone: <u>773-4988</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>					
If vacant, what was the previous use?					
Proposed Specific use: <u>24 x 32 CAPE HOME w/ deck</u>					
Is property part of a subdivision? _____ If yes, please name _____					
Project description: <u>construction of a single family cape</u> <u>3 bedrooms 1.5 Bath</u>					
Contractor's name: <u>Diversified Properties, Inc.</u>					
Address: <u>PO Box 10127</u>					
City, State & Zip: <u>Portland ME 04104</u>				Telephone: <u>773-4988</u>	
Who should we contact when the permit is ready: <u>Jim Wolf</u>				Telephone: _____	
Mailing address: <u>SAME AS ABOVE</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](http://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: 8/23/10

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

**Ann Machado - New Single family home - 2010-0028 - 27-31 Eastman Ave.**

---

**From:** Ann Machado  
**To:** Philip DiPierro  
**Date:** 9/3/2010 9:01 AM  
**Subject:** New Single family home - 2010-0028 - 27-31 Eastman Ave.

---

Phil -

I have finished my review of 27-31 Eastman Ave.

I have three issues:

✓ The driveway extends 36' beyond the 25' front setback. It needs to be 38' to meet the parking requirements. *38' new space 9'x18'*

-This lot is created from two different owners. The buyer on the purchase & sales for lot 332-C-004 is Maggie May LLC & the buyer on the purchase and sales for lot 332 C-005,042 &043 is Diversified Properties.

-The left property line on the proposed lot on the survey does not match the assessor's chart.

*payment  
also assigned  
to Diversified  
said to  
match*

Let me know when you are done your review. I would like to talk about the last two issues.

Ann

From: <jmw1@maine.rr.com>  
To: Philip DiPiero <PD@portlandmaine.gov>  
CC: Ann Machado <AMACHADO@portlandmaine.gov>  
Date: 9/14/2010 7:44 PM  
Subject: RE: Eastman

Thanks Phil, I had not heard from her.

~~Issue 1.~~ The new technical standard calls for 9 by 18 parking spots changed from 9 by 19.

~~Issue 2.~~ We own both entities and kept them separate for legal reasons. We will forward an assignment of contract if necessary.

~~Issue 3.~~ I will look into this and get back to you and anne.

Thanks for the input.

Jim

-- Philip DiPiero <PD@portlandmaine.gov> wrote:

> Did Ann ever get in touch with you about zoning comments? If not she had  
> three issues. 1) the driveway extends 36 feet beyond the front setback,  
> it needs to be 38 feet to meet parking requirements. 2) This lot is  
> created from 2 different owners. The buyer on the purchase and sales for  
> lot 332-C-004 is Maggie May LLC & the buyer on the purchase and sales  
> for lot 332-C-005,042, & 043 is Diversified. 3) The left property line  
> on the proposed lot on the survey does not match the assessor's chart.

>  
> You will need to talk to Ann about these issues when she get back from  
> vacation next week. I told her I would pass them on to you for her.

>  
> Phil

>  
> >>> "Jim Wolf" <jmw1@maine.rr.com> 9/14/2010 4:55 PM >>>

>  
> Thanks. Now I better understand the time frames a little better.

>  
> Harvard has a permit thus we will begin cutting shortly. I will give  
> you a heads up.

>

>

>

>

>

>

> James M. Wolf

> Diversified Properties, Inc.

> Post Office Box 10127

> Portland, Maine 04104

> 1-207-773-4988

> 1-207-773-6875 fax

>

> This electronic transmission may be privileged and contain confidential  
> information. It is not intended nor may it be received by any  
> unauthorized persons. If you have received this transmission in error,  
> please destroy without copying it and notify the sender by calling  
> sender at 207-773-4988 or reply to sender of this email. Thank you.

> From: Philip DiPierro [mailto:PD@portlandmaine.gov]  
> Sent: Tuesday, September 14, 2010 4:45 PM  
> To: Jim Wolf  
> Subject: RE: Eastman

>  
>  
>  
> Jim, this is standard procedure for individual lots. I'll be looking at  
> drainage impacts, grading, and other site plan requirements, etc.

>  
>  
> Almost all site plans get reviewed on Wednesdays before I sign off.  
> I'll let you know if any issues come up.

> Phil

> >>> "Jim Wolf" <jmw1@maine.rr.com> 9/14/2010 4:33 PM >>>

>  
> Should I give you an argument now or after...my understanding is unless  
> we need planning board approval as long as one has acceptable city  
> frontage the side street does not have to be built... this was analyzed  
> when we brought land on Castine to Board and Kilmartin brought her lot  
> on Eastman to board. My understanding is Kilmartin has a permit and  
> went to the board of appeals not for this issue but for her exemption to  
> the 3 lot subdivision ordinance..

> If I am correct are there any other issues??

>  
>  
>  
>  
>  
> James M. Wolf  
> Diversified Properties, Inc.  
> Post Office Box 10127  
> Portland, Maine 04104  
> 1-207-773-4988  
> 1-207-773-6875 fax

>  
> This electronic transmission may be privileged and contain confidential  
> information. It is not intended nor may it be received by any  
> unauthorized persons. If you have received this transmission in error,  
> please destroy without copying it and notify the sender by calling  
> sender at 207-773-4988 or reply to sender of this email. Thank you.

>  
>  
>  
> From: Philip DiPierro [mailto:PD@portlandmaine.gov]  
> Sent: Tuesday, September 14, 2010 4:20 PM  
> To: Jim Wolf



Applicant: Diversified Properties

Date: 9/2/10

Address: <sup>27-31</sup> Eastman Avenue

C-B-L: 332-C-4 (S, 42343)

permit # 10-1071

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R-3

Interior or corner lot

Proposed Use/Work - build cape w/ full dormer on rear - single family - 24' x 32' - no garage

Sewage Disposal - city

Lot Street Frontage - 50' min - 79' on Eastman; 139.26' on Beal (5 min) (ok)

Front Yard - 25' min - 31' to front corner - 21.5' to stairs (ok)

Rear Yard - 25' min - 78' to deck

Side Yard - 2 story - 14' min - 20.5' to steps (ok)

Side yard on side street - 20' - 20.5' scaled (ok)

Projections - 10' x 10' deck; 5' x 6' bulkhead, front steps 6.5' x 5', side steps 6 x 2

Width of Lot - 65' min - 75' scaled

Height - 36' max - 21' scaled

Lot Area - 6500 sq ft min - 11,165.6 sq ft (ok)

Lot Coverage Impervious Surface - 35% = 3907.96 sq ft

Area per Family - 6,500 sq ft (ok)

24 x 32 = 768

10 x 10 = 100

5 x 6 = 30

6.5 x 5 = 32.5

6 x 2 = 12

942.5 (ok)

\* Off-street Parking - 2 spaces required - 36' x 11' beyond 21' setback (ok)

Loading Bays - N/A

Site Plan - Level 1 minor residential - 2010-0038

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 6 - zone X

332 A 044

3200

24-78  
23-77

332 C006

3151

332 C042

2250

2250

332 C043

1904

2130

2700

332 C003

1665

3555

332 C005

3597

332 C001

332 C002

332 C004

Area 3151/18K

AV 20-22  
19-21

EASTM...

2106

cleed?

4576/61

assessors vault



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

2010-0028  
Application I. D. Number  
8/30/2010  
Application Date  
27 Eastman Ave.  
Project Name/Description

Diversified Properties, Inc.  
Applicant  
PO Box 19127, Portland, ME 04104  
Applicant's Mailing Address

Consultant/Agent  
Applicant Ph: (207) 773-4988 Agent Fax:  
Applicant or Agent Daytime Telephone, Fax

27 - 27 Eastman Ave, Portland, Maine  
Address of Proposed Site  
332 C005001  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Apt 0  Condo 0  Other (specify)

0

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

Check Review Required:

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

Fees Paid: Site Plan \$60.00 Subdivision Engineer Review \$250.00 Date 9/2/2010

Building Approval Status:

Reviewer

- Approved  Approved w/Conditions See Attached  Denied

Approval Date Approval Expiration Extension to  Additional Sheets Attached  
signature date

Performance Guarantee  Required\*  Not Required

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

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

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

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[Calendar](#)
[Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

browse city services a-z

browse facts and links a-z



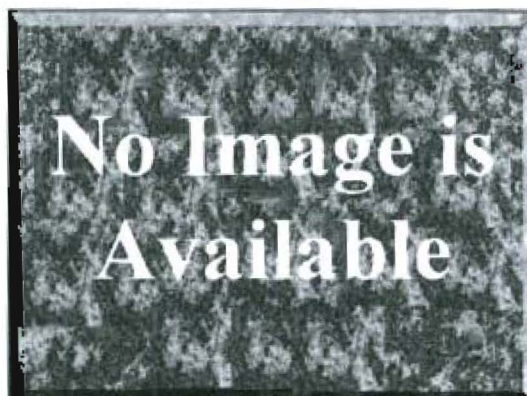
Best viewed at 800x600, with Internet Explorer

**CBL** 332 C004001  
**Land Use Type** VACANT LAND  
**Property Location** 31 EASTMAN AVE  
**Owner Information** MCBRIDE JAMES  
 19 EASTMAN AVE  
 PORTLAND ME 04103  
**Book and Page**  
**Legal Description** 332 C-4  
 EASTMAN AVE 31-33  
**Acres** 3555 SF  
 0.082

**Current Assessed Valuation:**

<b>TAX ACCT NO.</b>	34804	<b>OWNER OF RECORD AS OF APRIL 2010</b>
		MCBRIDE JAMES
<b>LAND VALUE</b>	\$2,800.00	19 EASTMAN AVE
<b>BUILDING VALUE</b>	\$0.00	PORTLAND ME 04103
<b>NET TAXABLE - REAL ESTATE</b>	\$2,800.00	
<b>TAX AMOUNT</b>	\$50.18	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.



**Sales Information:**

Sale Date	Type	Price	Book/Page
5/28/2002	LAND + BUILDING	\$0.00	/
3/16/1998	LAND + BUILDING	\$0.00	/

**New Search!**



## 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  
4<sup>th</sup> Floor, City Hall  
389 Congress Street  
Portland, Maine 04101

RECEIVED

AUG 30 2010

Dept. of Building Inspections  
City of Portland Maine



# Level I: Minor Residential

## Site Plan Application

PORTLAND, MAINE

Planning and Urban Development Department  
Planning Division and Planning Board

PROJECT NAME: 57 Castman Ave.

PROPOSED DEVELOPMENT ADDRESS: 27 Castman Ave, Portland, ME

PROJECT DESCRIPTION: Construction of a single family cape  
24x32 w/dick, bedrooms 1.5 Baths

CHART/BLOCK/LOT: 332 C 4-5  
42-43

PRELIMINARY PLAN \_\_\_\_\_  
FINAL PLAN ✓

### CONTACT INFORMATION:

#### APPLICANT

Name: Diversified  
Address: Prop. Inc.  
POB 10127, Port  
Zip Code: 04104  
Work #: 17734988  
Cell #: \_\_\_\_\_  
Fax #: 773-6875  
Home: \_\_\_\_\_  
E-mail: janet@nume,ll.com

#### PROPERTY OWNER

Name: \_\_\_\_\_  
Address: See attached  
Building Permit  
Zip Code: \_\_\_\_\_  
Work #: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### BILLING ADDRESS

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: Same as  
Work #: above.  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

AGENT/REPRESENTATIVE

Name: Lynda Pate  
Address: POB 10127  
Portland, ME  
Zip Code: 04104  
Work #: 773-4988  
Cell #: \_\_\_\_\_  
Fax #: 773-6825  
Home: \_\_\_\_\_  
E-mail: LyndaP@mauve.llr.com

ENGINEER *Ocean Park Land Survey*

Name: Bob Guexlaw  
Address: 134 Portland Ave  
O.O.B., ME  
Zip Code: \_\_\_\_\_  
Work #: 749-9471  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: Bobguexlaw@myfau.com  
net

SURVEYOR

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Same as  
Zip Code: engineer  
Work #: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DEVELOPMENT REVIEW FEES:**

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

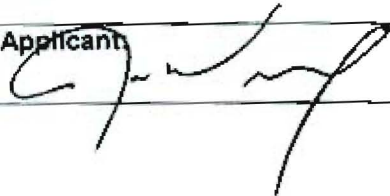
<input checked="" type="checkbox"/> Level I Minor Residential Site Plan Application Fee (flat fee)	\$300
Mailed notices to abutters are now required for single family, two-family and the addition of a unit being reviewed as a Level I minor residential site plan. The applicant will be billed for the notice costs.	.75 cents each
<input checked="" type="checkbox"/> Inspection Fee, due after approval (flat fee)	\$100
<i>N/A</i> Performance Guarantee	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](http://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: 8/24/10
--	---------------

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](http://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 checked="" type="checkbox"/>	<input type="checkbox"/>	4	Completed application form.
<input type="checkbox"/>	<input type="checkbox"/>	1	Application fees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Written description of project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Evidence of right, title and interest.
<del>N/A</del>	<input type="checkbox"/>	4	Copies of required state and/or federal permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Written assessment of zoning.
<del>N/A</del>	<input type="checkbox"/>	4	Written Description of existing and proposed easements or other burdens.
<del>N/A</del>	<input type="checkbox"/>	4	Written requests for waivers from individual site plan and/or technical standards.
<input type="checkbox"/>	<input type="checkbox"/>	4	Evidence of financial and technical capacity.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Evidence of utilities capacity to serve the development.
<input type="checkbox"/>	<input 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 1 Minor Residential

Applicant Checklist	Planner Checklist	Number of Copies	Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Boundary survey meeting the requirements of section 13 of the City of Portland Technical Manual.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	<b>Site Plan Including the following:</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed ground floor area and finish floor elevation (FFE).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Exterior building elevations (show all 4 sides).
<del>N/A</del>	<input type="checkbox"/>	<del>N/A</del>	▪ 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).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (or septic system, where applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed grading and contours.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed stormwater management and erosion controls.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Total area and limits of proposed land disturbance.
<del>N/A</del>	<input type="checkbox"/>		▪ Proposed protections to or alterations of watercourses.
<del>N/A</del>	<input type="checkbox"/>		▪ Proposed wetland protections or impacts.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing vegetation to be preserved and proposed site landscaping and street trees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed curb and sidewalk.
<del>N/A</del>	<input type="checkbox"/>		▪ Existing and proposed easements or public or private rights of way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ A reduced boundary survey/site plan is required if original is larger than 11'x17'

## 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.*

August 27, 2010

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

RECEIVED

AUG 30 2010

Dept. of Building Inspections  
City of Portland Maine

**Subject:** Minor Residential Site Plan Application  
27 Eastman Ave., Portland, Maine

Dear Barbara,

Enclosed please find a complete Minor Residential Sites Plan application and supporting information for 27 Eastman Ave. in Portland, Maine. Ocean Park Land Surveying LLC, Inc. has been retained by Diversified Properties, Inc. to prepare plans and for the proposed house located at 27 Eastman Ave. Portland, ME. The property has been surveyed by Ocean Park Land Surveying LLC. The site is located on the City of Portland's Tax Map 332-C-4-5 & 42-43 the property is currently owned by the heirs of Fontaine and the heirs of Eleanor McBride.

The lot area is approximately 11,165 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 Eastman Ave. and Beal Street. The property is abutted by single family residences on the left and rear. Single Family homes are located across the street. Currently, the topography slopes from right to left. The lot is over grown lawn.

Eastman Ave. is a city accepted road. The proposed home is situated to face Eastman Avenue with its drive coming off the street. Because the lot is considered a corner lot, the home is set back 20 feet from Beal Street.

#### **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.

The home has been located with its drive on Eastman Avenue; a city accepted street.

### **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 for this zone are provided on the plans.

### **Title Right & Interest**

Enclosed please find purchase agreements with the Estate of Fontaine and the Estate of McBride.

### **Financial Capacity**

A letter of financial capacity from TD Banknorth 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 Eastman Ave... Central Maine Power will serve the sites, via over head service. Ability to serve letters have 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 located in Zone X of the flood insurance rate map, community panel No. 230051 6C, which bears an effective date of December 8, 1998 and is not in a special flood hazard area.

### **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

Eastman Avenue can be accessed from either Bailey Avenue or Tucker Avenue thus providing access from two different locations. This provides for Fire Department vehicles access to tree sides of the new structure. A fire hydrant is located directly across from the new structure.

### Abutters

SINGLE FAMILY

**Property Location** 29 TUCKER AVE

**Owner Information** BOWIE LISA A & PETER ) KIMBALL JR JTS  
29 TUCKER AVE  
PORTLAND ME 04103

SINGLE FAMILY

**Property Location** 33 TUCKER AVE

**Owner Information** JOYCE SEAN EDWARD  
33 TUCKER AVE  
PORTLAND ME 04103

Sincerely,

James M. Wolf  
Diversified Properties

Attachment of Owner info

Estate of Eleanor McBride  
Richard Abbandaza PR  
511 Congress Street  
Portland, ME  
207-769-2361

Henry and Irene Fontaine  
Thomas Fontaine PR  
116 Colonial Rd.  
Portland, ME

Real Estate Contact  
Christine DesVergnes  
Keller Williams Realty  
50 Sewall St.  
Portland, ME



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Portland, ME 04112-9540  
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www.tdbank.com

August 25, 2010

City of Portland

**RE: Diversified Properties, Inc. - Financing Approval \$100,000.00**

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 a 24 by 32 single family cape located at 27-31 Eastman Avenue, Portland, Maine

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Lane', written over a large, light-colored circular stamp or watermark.

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

August 26, 2010

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

Re: 24x32 single family cape, 27 Eastman Avenue, 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 332 Block C lots 4-5. 42-43 as shown on the City of Portland Assessor's map. The project site is currently undeveloped. The lot is located at the corner of Eastman Ave. & Beal St.

**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](mailto:jmw1@maine.rr.com)





# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* \* [www.portlandmaine.gov](http://www.portlandmaine.gov)

**Public Services Department**  
Michael J. Bobinsky, Director

27 August 2010

RECEIVED

Mr. James M. Wolf,  
Diversified Properties, Inc.,  
P. O. Box 10127,  
Portland, Maine 04104

AUG 30 2010

Dept. of Building Inspections  
Portland Maine

**RE: The Capacity to Handle the Anticipated Wastewater Flows, from a Proposed Single Family Dwelling, at 27 Eastman Avenue, Portland, Maine.**

Dear Mr. Wolf:

The existing eight-inch diameter "Truss" sewer pipe located in Eastman 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 Barbydt, 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. Brancey,  
Senior Engineering Technician.  
Phone #: (207) 874-8832,  
Fax #: (207) 874-8852,  
E-mail: fjb@portlandmaine.gov

Date: 8/24/10

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

Site Address: 27 Eastman 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.*

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: Ocean Park Land Surveying LLC

Engineering Consultant Address: 14 Portland Ave., OOB, ME

Phone 207-749-9471 Fax: \_\_\_\_\_ E-mail: bobgreenlaw@myfairpoint.net

: \_\_\_\_\_ Phone: \_\_\_\_\_

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:**

---



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

August 25, 2010

Diversified Funding, Inc.  
P.O. Box 10127  
Portland, ME 04104

Attn: Jim Wolf  
Re: 27 Eastman Avenue, Portland  
Ability to Serve with PWD Water

RECEIVED

AUG 30 2010

Dept. of Building Inspections  
City of Portland Maine

Dear Mr. Wolf:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted via email on August 24, 2010. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

**Please note that this letter does not constitute approval of this project from the District.** Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

### Existing Site Service

According to District records, the project site does not currently have existing water service. A new service connection will be required to serve this lot.

### Water System Characteristics

According to District records, there is an 8-inch diameter ductile iron water main on the west side of Beal Street and a public fire hydrant located directly across the street on Eastman Avenue.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Eastman Avenue (at Beal Street)  
Hydrant Number: POD-HYD01547  
Last Tested: July 16, 1990  
Static Pressure: 61 PSI  
Residual Pressure: 53 PSI  
Flow: 978 GPM

### Public Fire Protection

It is not anticipated that this project will require the installation of new public hydrants to be



accepted into the District water system. However, the decision to require new hydrants and to determine their locations is solely that of the local fire department. It is your responsibility to contact your local fire department to ensure that this project is adequately served by existing and/or proposed hydrants.

#### Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

#### Private Fire Protection Water Needs

You have indicated that this project may require a residential sprinkler system to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share the water system flow and pressure data with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact us at [means@pwd.org](mailto:means@pwd.org) to arrange for a hydrant flow test on the nearest hydrant and the District will work with you to get more complete data.


#### Conditions of Service

The following design requirements and conditions of service for this project are noted below.

1. Design Phase: As this will be a single family home, we will not require a site plan submittal prior to moving to the Preconstruction Phase of the project. Proper separation of utilities, in accordance with PWD standards, should be planned for.
2. Preconstruction Phase: The Developer or his agent must contact the District to arrange for a meeting to complete a service application prior to moving to construction. At that time, the Developer must provide the District with the peak flow in GPM of any residential sprinkler system to be installed in the new house and will be responsible for sizing the water service line to meet the combined needs of both domestic and fire protection water.

If the District can be of further assistance in this matter, please let us know.

Sincerely,  
Portland Water District

  
Rico Spugnardi, P.E.  
Business Development Engineer

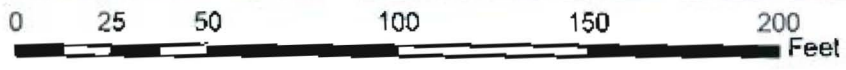


Site

171464

POD-HYD01547

154425



1 inch = 50 feet

ASSIGNMENT

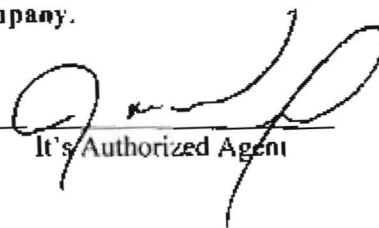
KNOW ALL MEN BY THESE PRESENTS, that Maggie May Limited Liability Company hereby assigns unto Diversified Properties Inc. of Portland, Maine, the following:

1. Purchase and Sale agreement for 31 Eastman Ave. between Estate of Eleanor McBride and Maggie May Limited Liability Company.

IN WITNESS HEREOF, the aforesaid, Maggie May Limited Liability Company has executed this Assignment on this 27th day of September, 2010.

Maggie May Limited Liability Company.

By



It's Authorized Agent

STATE OF MAINE  
CUMBERLAND, ss

September 27, 2010

Personally appeared the above-named James M. Wolf, of Maggie May Limited Liability Company known to me, this 27th day of September, 2010, and acknowledge the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Maggie May Limited Liability Company.  
Before me,

LYNDA PORTER  
Notary Public, Maine  
My Commission Expires January 15, 2018

Notary Public

RECEIVED

SEP 27 2010

Dept. of Building Inspections  
City of Portland Maine

PURCHASE AND SALE AGREEMENT - LAND ONLY

5.3 2010

Effective Date: Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Maggie May Limited Liability Company ("Buyer") and Estate of Eleanor McBride, Richard Abbondanza P.R. ("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 31 Eastman Avenue and described in deed(s) recorded at said County's Registry of Deeds Book(s) 4576, Page(s) 61.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ [redacted]. Buyer [ ] has made; or [ ] will make within [ ] business days of the date of this offer, a deposit of earnest money in the amount of \$ [redacted]. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ [redacted] will be paid. Failure by Buyer to make 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 a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Law office of Hopkinson + Abbondanza ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 5:00 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 30 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 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 Personal Representative 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) [redacted]. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

July 2006 Page 1 of 4 - P&S-LO Buyer(s) Initial [Signature] Seller(s) Initial [Signature] William J. Dowd

Dowd Properties 17 Westland Ave, Portland ME 04102 Phone: 2077736250 Fax: (207) 773-0046

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48036 www.zipform.com

RECEIVED

AUG 30 2010

Dept. of Building Inspections City of Portland Maine



10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

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

Licensee makes no 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 type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
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 type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>30 days to work with city and abutters</u>	<input checked="" type="checkbox"/>	<input 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 inspection 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 inspection 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 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.

12. **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 showing that Buyer has secured the loan commitment 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 business 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 or Seller'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 business 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.

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

\_\_\_\_\_  
Licensee of \_\_\_\_\_ Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

\_\_\_\_\_  
Licensee of \_\_\_\_\_ Agency is a  Seller Agent  Buyer Agent  
 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.

14. **MEDIATION:** Except as provided below, any dispute or claim 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. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

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. Licensee is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within \_\_\_\_\_ x \_\_\_\_\_ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

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, and after the closing.

22. OTHER CONDITIONS:

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 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 P.O. Box 10127 Portland ME 04104

[Signature] 5.3.2010  
BUYER DATE BUYER DATE

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 Rosherd Abbondanza 511 Congress ST, Suite 801, Portland 04104

[Signature] P.R.  
SELLER DATE SELLER 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



2133  
**Know All Men By These Presents** 263

That I, Henry F. Varney of Portland, in the County of Cumberland and State of Maine,

in consideration of One Dollar and other valuable considerations,

paid by Herbert Rankin McBride and Eleanor Louise McBride, both of Portland, in the County of Cumberland and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Herbert Rankin McBride and Eleanor Louise McBride,

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, a certain lot or parcel of land situated in Portland, in the County of Cumberland and State of Maine, on the northerly side of Eastman Avenue, so-called, in said Portland, bounded and described as follows:

Beginning at an iron pipe on the northerly side of Eastman Avenue, formerly Orchard Avenue, said iron pipe being one twenty three point sixty four (123.64) feet easterly from the side line intersection of Eastman Avenue and Tucker Avenue, said pipe also being the south-easterly corner of lot #54, Plan Book 12, page 5; thence running northerly with an included angle of ninety (90) degrees ninety (90) feet to an iron pipe, also being the northeasterly corner of said Lot 54; thence running westerly at an included angle of ninety (90) degrees thirty four (34) <sup>feet</sup> to a point; thence running southerly by the land of this grantor at an included angle of ninety nine degrees, twenty eight minutes (99 -28') ninety one point twenty (91.24) four feet to a point at the northerly side of Eastman Avenue; thence easterly by said Eastman Avenue forty nine (49) feet to the point of beginning, containing three thousand seven hundred thirty five (3735) square feet. Meaning to convey all of Lot 54 and the easterly part of Lot 55.

Being a part of land conveyed by Harlow S. Robinson to Henry F. Varney and Catherine V. Varney as joint tenants and not as tenants in common by deed dated August 1, 1949, and recorded in said Registry of Deeds in Book 1967 Page 95.

The said Catherine V. Varney predeceased said grantor, Henry F. Varney herein. Said Catherine V. Varney conveyed her right, title and interest in and to said premises by deed recorded in said Registry of Deeds, in Book 2386, Page 263.

He Has and to Hold the aforementioned and hereinafter described premises with all the privileges and appurtenances thereof, to the said Bertram Smith, Johnnie and Blanche Louise

Heirs, to be held to them and their heirs and assigns, and the survivors of them, and the heirs and assigns of the survivors of them, to them and their use and behoof forever.

And I do COVENANT with the said Grantees, as aforesaid, that lawfully seized in fee of the premises, that they are free of all incumbrances,

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that I and my heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns, and the survivors of them, and the heirs and assigns of the survivors of them, forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Henry P. Varney and Gladice E. Varney, wife of the said Henry P. Varney,

jointly in this deed as Grantors and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set OUR hands and seal this 27th day of August in the year of our Lord one thousand nine hundred and seventy-two.

Signed, Sealed and Delivered

in presence of

*Walter D. Brunell*  
(to hold)

*Henry P. Varney*  
*Gladice E. Varney*

State of Maine  
Cumberland

August 27, 1972

Personally appeared the above named

Henry P. Varney

the foregoing instrument to be his free act and deed.



JAN 31 1973  
RECEIVED BY DEEDS, CUMBERLAND COUNTY, MAINE  
Received of \$11.150 N.H. and records  
BOOK 39 PAGE 263

*Walter D. Brunell*  
Notary Public  
Registrar

ASSIGNMENT OF CONTRACT

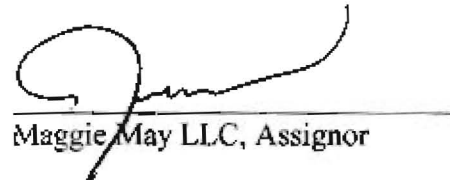
KNOW ALL MEN BY THESE PRESENTS, that **Maggie May Limited Liability Co.**, (hereinafter referred to as "Assignor"), under a certain Purchase and Sale Agreement – Land Only (hereinafter referred to as "Contract") with **Richard Abbondanza P. R. for the Estate of Eleanor McBride** (hereinafter "Seller"), with an effective date of May 3, 2010, as amended, for real property located at **31 Eastman Ave.**, in the City of Portland, County of Cumberland and State of Maine, for valuable consideration paid, the receipt whereof is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto **Diversified Properties, Inc.**, a Maine corporation with a principal place of business in the City of Portland, County of Cumberland and State of Maine, (hereinafter referred to as "Assignee"), its successors and/or assigns, all right, title and interest of Assignor in the above-described Contract. The Assignee herein, **Diversified Properties Inc.**, assumes, agrees and confirms all of the covenants of said Contract and agrees to be bound by all terms contained therein.

Assignee hereby agrees to hold Assignor, his heirs, devisees and assigns harmless, and indemnify them against any and all claims arising as a result of said Contract.

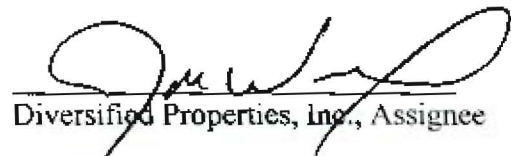
Seller enters into this agreement for the purposes of agreeing to the herein assignment.

IN WITNESS WHEREOF, we have executed this Assignment on this 25 day of August, 2010.

  
\_\_\_\_\_

  
Maggie May LLC, Assignor

  
\_\_\_\_\_

  
Diversified Properties, Inc., Assignee

PURCHASE AND SALE AGREEMENT - LAND ONLY

Offer Date August 10, 2010

Effective Date: is defined in Paragraph 20 of this Agreement

1. PARTIES: This Agreement is made between Diversified Properties Inc ("Buyer") and Thomas Fontaine PR of the Estate, of Henry & Irene Fontaine ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) 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 27 Eastman Avenue and described in deed(s) recorded at said County's Registry of Deeds Book(s) 3151, Page(s) 188

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ [redacted] Buyer [ ] has delivered; or (X) will deliver to the Agency within 2 days of the Offer Date, a deposit of earnest money in the amount \$ 1,000.00. 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 \$ n/a 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: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 12, 2010 (date) 12:00 AM (X) 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 12, 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 Personal Rep 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) none. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

September 2009

Page 1 of 4 - P&S-LO

Buyer(s) Initials

Seller(s) Initials

Keller Williams Realty 50 Sewall Street, 2nd Floor Portland, ME 04102

Phone: 207.651.8478

Fax:

Cristine Desvergers

Produced with ZipForm® by zipform.com 18070 Freen Mile Road, Fraser, Michigan 48826 www.zipform.com

Eastman Ave

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AUG 30 2010

Dept. of Building Inspections City of Portland Maine

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: <u>To determine description</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>	<u>buyer</u>	<u>buyer</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
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 type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEPLURC 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: <u>Title search</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>14</u>	<u>buyer</u>	<u>buyer</u>

Further specifications regarding any of the above: none

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.



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 \$ none \_\_\_\_\_ toward Buyer's actual pre-paid, 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:

\_\_\_\_\_  
Licensee of \_\_\_\_\_ of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
Agency  Disc Dual Agent  Transaction Broker

\_\_\_\_\_  
Licensee of \_\_\_\_\_ of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
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: Buyer is to provide Seller proof of funds within 7 business days of the effective date of this contract.

23. An extension to survey condition will be given if Puck is not completed w/in 30 days and is no fault of buyer. If closing takes place after due date of payment of real estate taxes, buyer will reimburse seller real estate taxes paid.

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 PO Box 10127, Portland, ME 04104

[Signature] 8-11-2010  
BUYER DATE BUYER DATE

Diversified Properties Inc

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 116 Colonial Rd, Portland, ME

[Signature] 8-11-2010  
SELLER Thomas Fontaine PR of the Ests DATE SELLER of Henry & Irene Fontaine 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



# SELLER'S PROPERTY DISCLOSURE - LAND ONLY

PROPERTY LOCATED AT: 27 Eastman Avenue, 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? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Have you experienced any problems such as leakage? \_\_\_\_\_

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: no known tanks on property

### 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: \_\_\_\_\_

What is your source of information: \_\_\_\_\_

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?  Yes  No  Unknown

IF YES: Explain: \_\_\_\_\_

What is your source of information: \_\_\_\_\_

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: \_\_\_\_\_

What is your source of information: \_\_\_\_\_

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: \_\_\_\_\_

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

SELLER Thomas Fontaine PR of the Esta DATE 05/28/2010

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

Thomas Fontaine PR of the Esta

of Henry & Irene Fontaine

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.

BUYER \_\_\_\_\_

DATE 5-11-2010

BUYER \_\_\_\_\_

DATE \_\_\_\_\_

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Keller Williams Realty 50 Sewall Street, 2nd Floor Portland, ME 04102

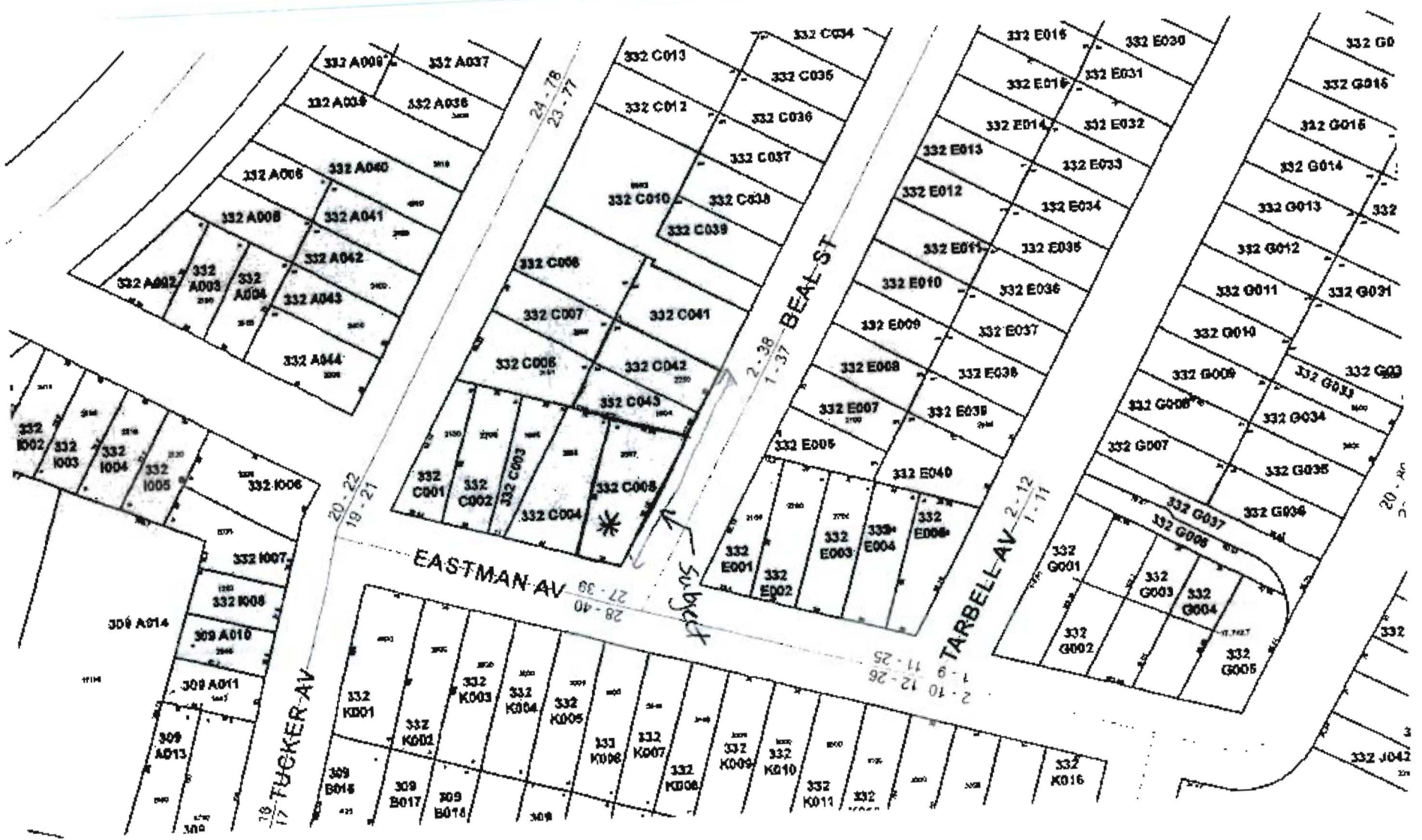
Phone: 207.651.8478

Fax: \_\_\_\_\_

Christine Desvergues



Eastman Ave



pm

Signed, Attested and Delivered  
in the presence of  
*R. Hunt*

*John J. Hayden*  
*Margaret K. Hayden*



State of Maine  
Cumberland, ss.

November 16, 1970.

John J. Hayden

Personally appeared the above named and acknowledged the above instrument  
to be his free act and deed.  
Before me,

*Richard L. [Signature]*  
Justice of the Peace

NOV 17 1970

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at 2 R.P.S. M.P.M. and recorded in  
BOOK 3151 PAGE 187 *Margaret K. Hayden* Deputy Register

### Know all Men by these Presents,

That The City of Portland, a body politic and corporate, and  
located at Portland, in the County of Cumberland and State of  
Maine, in consideration of one dollar and other valuable  
considerations paid by Henry O. Fontaine and Irene M. Fontaine

of Portland, in the County of Cumberland and State of Maine,  
the receipt whereof it does hereby acknowledge, does hereby release,  
release, bargain, sell and convey, and forever quit-claim unto the said

Henry O. Fontaine and Irene M. Fontaine  
as joint tenants and not as tenants in common, their

Heirs and Assigns forever, all its right, title and interest in  
and to the following described real estate situated in Portland  
in the County of Cumberland and State of Maine and more  
particularly described as, viz:

Parcel 1, Block 17-C, and Seal Street - Assessor's Plan 332-C-5-42-4

*Fontaine*

Meaning and intending to convey the same land and building which the said grantor acquired by tax deed dated February 26, 1967

The deed above referred to is recorded in the Cumberland County Registry of Deeds in Book 310 Page 775

This property was assessed to Mary F. Duff

and was sold February 6, 1967 for the non-payment of the 1966 tax. It was again sold for the non-payment of the tax.

At such tax sale the City of Portland was the Purchaser.

Said premises are hereby conveyed subject to taxes thereon for the year 1970, and said grantee assumes and agrees to pay said taxes as part of the consideration for this conveyance.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging to the said

Henry O. Fontaine and Irene J. Fontaine as joint tenants and not as tenants in common, their

Heirs and Assigns, forever.

In Witness Whereof, the said City of Portland has caused this instrument to be executed and its corporate seal affixed by John G. DePulcin Director of Finance, thereunto duly authorized, this 11th day of November A. D. 1970.

Signed, sealed and delivered in presence of

City of Portland

*Leroy M. DeGoffa*

By *John G. DePulcin*  
Director of Finance.



State of Maine, }  
Cumberland, } ss.

November 13, 1970

Then personally appeared the above named John G. DePulcin and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said City

92

*Jan*

of Portland.

Before me,

*Gayland E. Kelley*  
Justice of the Peace.  
Notary Public.

NOV 17 1970  
PROPERTY OF DEEDS CUMBERLAND COUNTY, MAINE  
Book 2181 PAGE 189  
BOOK 3151 PAGE 189 *Margaret L. Kelley* Deputy Register

**Know all Men by these Presents,**

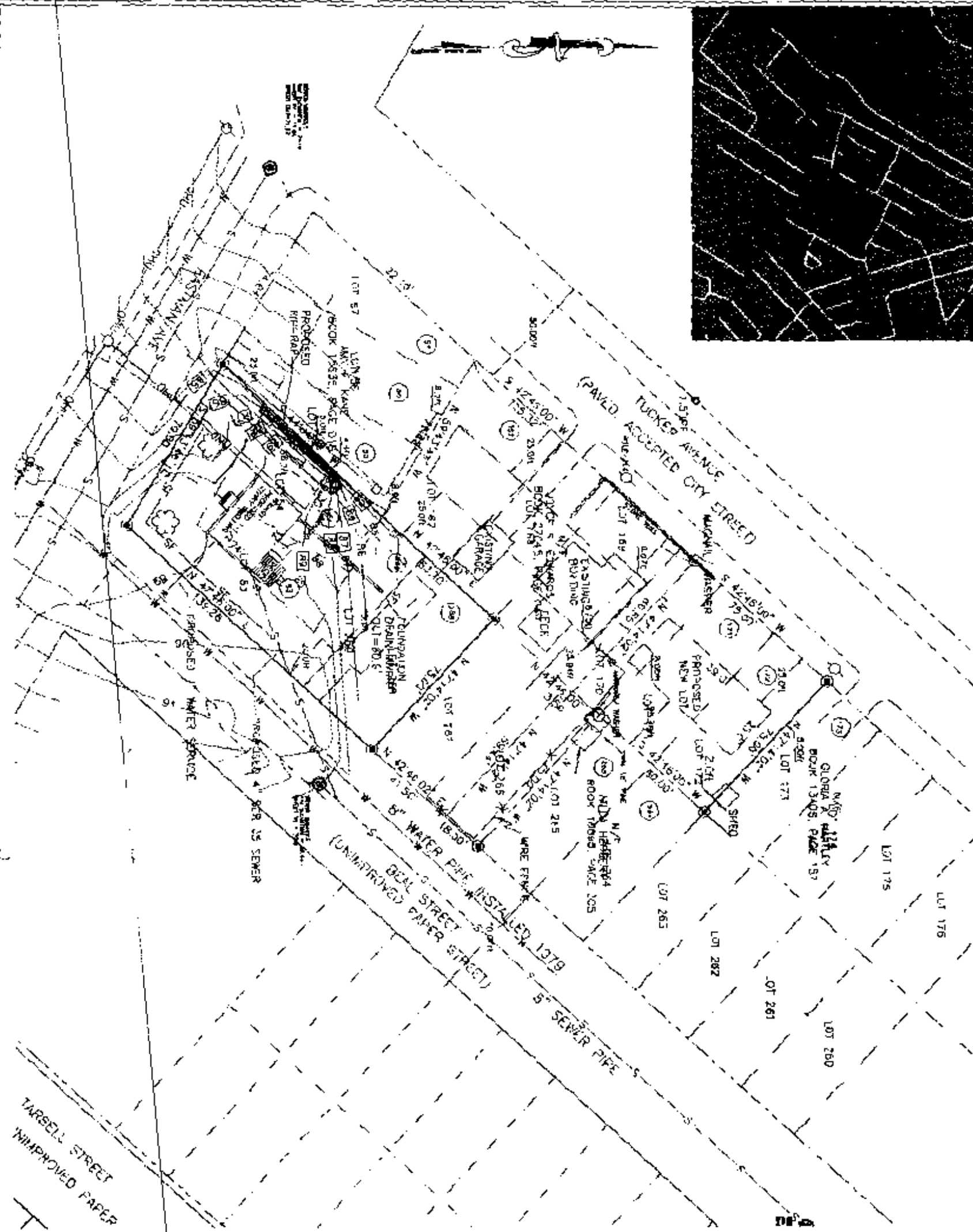
That The City of Portland, a body politic and corporate, and located at Portland, in the County of Cumberland and State of Maine, in consideration of one dollar and other valuable considerations paid by Security Realty Co., Inc.

of Portland, in the County of Cumberland and State of Maine, the receipt whereof it does hereby acknowledge, does hereby make, release, bargain, sell and convey and forever quit-claim unto the said Security Realty Co., Inc.

Heirs and Assigns forever, all its right, title and interest in and to the following described real estate situated in Portland in the County of Cumberland and State of Maine and more particularly described as, viz:

Center Street Nos. 53-55, and Center Street No. 10  
Assessor's Map 50-C-15-51 Area 354 sq. ft.

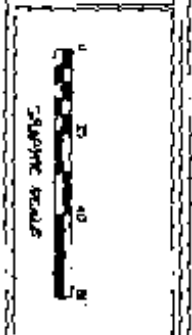
SITE LOCATION MAP



REVISIONS

NO. 1	DATE	DESCRIPTION
1	08/23/10	ISSUED FOR PERMITTING
2	08/23/10	ISSUED FOR PERMITTING

STATE OF MAINE, Chapter 661, § 10  
RECORDING & INDEXING  
PLANNING & DESIGN  
2004  
1000 W. BROAD ST. SUITE 200  
PORTLAND, ME 04102



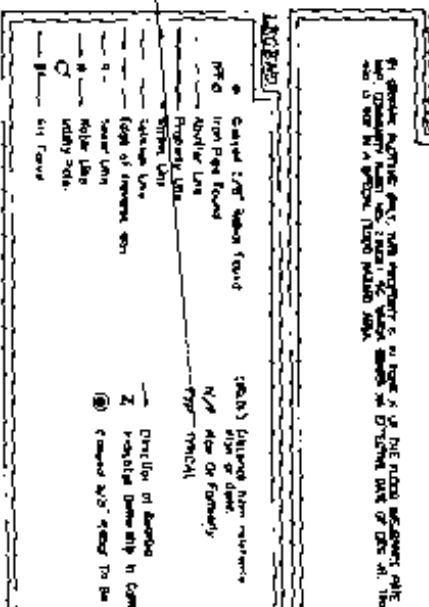
PROPOSED SINGLE FAMILY HOME  
40 EASTMAN AND BEAL STREETS, PORTLAND, MAINE  
FOR: DIVERSIFIED PROPERTIES INC

GENERAL NOTES

1. RECORD OWNER OF PROJECT, DIVERSIFIED PROPERTIES INC, 1000 W. BROAD ST., PORTLAND, ME 04102. OWNER'S REPRESENTATIVE: DAVID W. SMITH, ENGINEER, 1000 W. BROAD ST., SUITE 200, PORTLAND, ME 04102.
2. PROJECT: PROPOSED SINGLE FAMILY HOME, 40 EASTMAN AND BEAL STREETS, PORTLAND, MAINE.
3. PERMITTING: THIS PLAN IS SUBMITTED FOR PERMITTING PURPOSES ONLY. THE CITY ENGINEER'S OFFICE SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THIS PLAN.
4. THE OWNER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER'S OFFICE AND THE PORTLAND PLANNING BOARD.
5. THE OWNER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER'S OFFICE AND THE PORTLAND PLANNING BOARD.
6. THE OWNER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER'S OFFICE AND THE PORTLAND PLANNING BOARD.
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AUG 30 2010  
Dept. of Building Inspectors  
City of Portland Maine

PLANNING BOARD  
The Planning Board shall be responsible for the review and approval of this plan. The Planning Board shall be responsible for the review and approval of this plan. The Planning Board shall be responsible for the review and approval of this plan.



PROPOSED SINGLE FAMILY HOME  
40 EASTMAN AND BEAL STREETS, PORTLAND, MAINE  
FOR: DIVERSIFIED PROPERTIES INC

PREPARED BY:  
URS PLANETAL LAND SURVEYING LTD  
134 PORTLAND AVE  
OLD ORCHARD BEACH, MAINE  
201-259-4477





REVISIONS  
NO. 1  
DATE  
DESCRIPTION

DATE OF LAST CHANGE  
BY  
REASON



GENERAL NOTES  
1. ALL DISTANCES ARE AS SHOWN ON THIS PLAN.  
2. THE PROPERTY LINES ARE AS SHOWN ON THIS PLAN.  
3. THE EXISTING BUILDING IS AS SHOWN ON THIS PLAN.  
4. THE PROPOSED LOT LAYOUT IS AS SHOWN ON THIS PLAN.  
5. THE UTILITY LINES ARE AS SHOWN ON THIS PLAN.  
6. THE STREETS ARE AS SHOWN ON THIS PLAN.  
7. THE ZONING IS AS SHOWN ON THIS PLAN.  
8. THE DEED RECORD IS AS SHOWN ON THIS PLAN.  
9. THE TAX MAP IS AS SHOWN ON THIS PLAN.  
10. THE SURVEY IS AS SHOWN ON THIS PLAN.

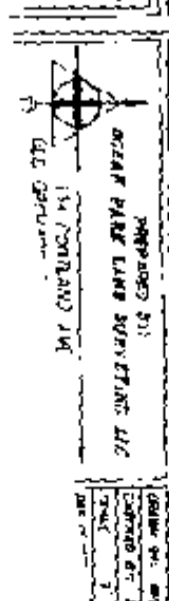
1. ALL DISTANCES ARE AS SHOWN ON THIS PLAN.  
2. THE PROPERTY LINES ARE AS SHOWN ON THIS PLAN.  
3. THE EXISTING BUILDING IS AS SHOWN ON THIS PLAN.  
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10. THE SURVEY IS AS SHOWN ON THIS PLAN.

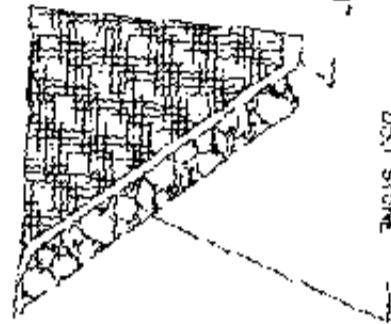
EXISTING CONDITIONS PLAN  
AT EASTMAN AND BELL STREETS, PORTLAND, MAINE  
DIVERSIFIED PROPERTIES, INC.  
PREPARED BY:  
SEAF PAK LINE SURVEYING, LLC  
151 FORELAND AVE  
PORTLAND, ME 04101  
DATE: 11/15/2011

PROPOSED  
1. Copy to 3/16/12  
2. 100' High Front  
3. 100' High Side  
4. 100' High Rear  
5. 100' High Front  
6. 100' High Side  
7. 100' High Rear  
8. 100' High Front  
9. 100' High Side  
10. 100' High Rear

ZONING  
R-1  
RESIDENTIAL SINGLE-FAMILY  
MINIMUM LOT AREA: 10,000 SQ. FT.  
MINIMUM FRONT YARD SETBACK: 20 FT.  
MINIMUM SIDE YARD SETBACK: 5 FT.  
MINIMUM REAR YARD SETBACK: 10 FT.  
MAXIMUM BUILDING HEIGHT: 35 FT.

FLOOD HAZARD  
NO FLOOD HAZARD IDENTIFIED ON THIS PLAN.  
THE PROPERTY IS NOT IN A FLOOD HAZARD ZONE.  
NO FLOOD HAZARD IDENTIFIED ON THIS PLAN.





PREPARED BY  
 BANK LAND SURVEYING LLC  
 1 PORTLAND AVE  
 CLARK BEACH, MAINE  
 P: 603.882.1111 @ www.bankland.com

DRAWN BY: REG  
 CHECKED BY: AMB  
 SCALE: 1" = 20"  
 DATE: 08/11/2010  
 JOB NUMBER: 20107-6  
 SHEET: 2 OF 3  
 DRAWN: 2/10/10 JG: QIS

DETAIL SHEET  
 AT: EASTMAN AND DEAL STREETS, PORTLAND, MAINE

FOR  
 DIVERSIFIED PROPERTIES INC

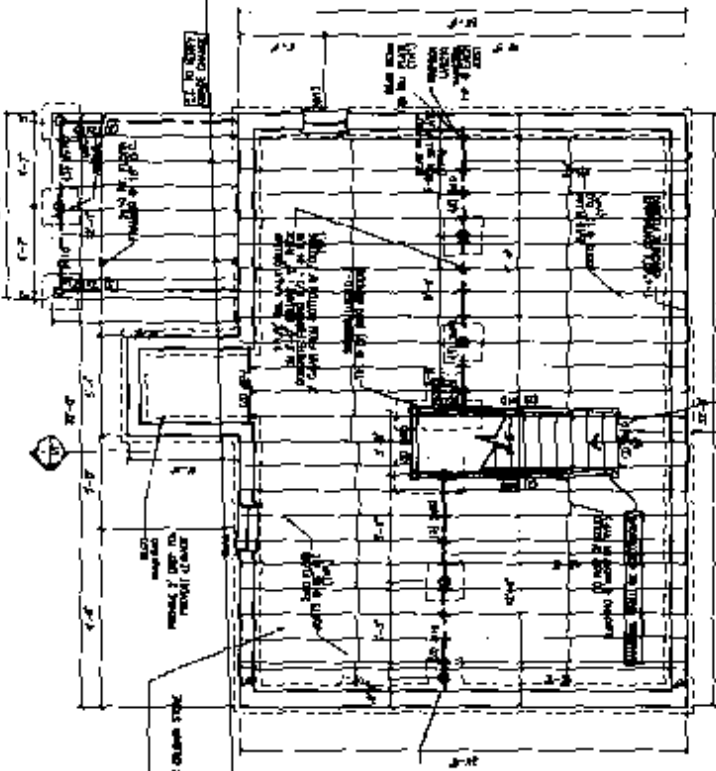
OCT 19 2010

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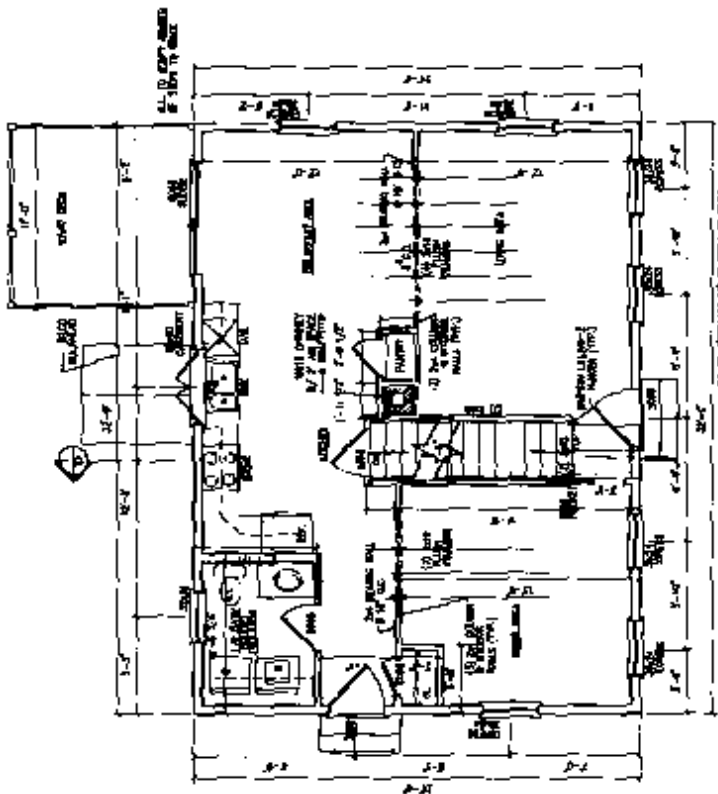
A1

FOUNDATIONS & ROOF PLAN  
FIRST FLOOR PLAN /  
SECOND FLOOR PLAN /  
NOTES / DETAILS

27-3152-1  
24x32 CASE



FOUNDATION / FIRST FLOOR FRAMING PLAN  
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"

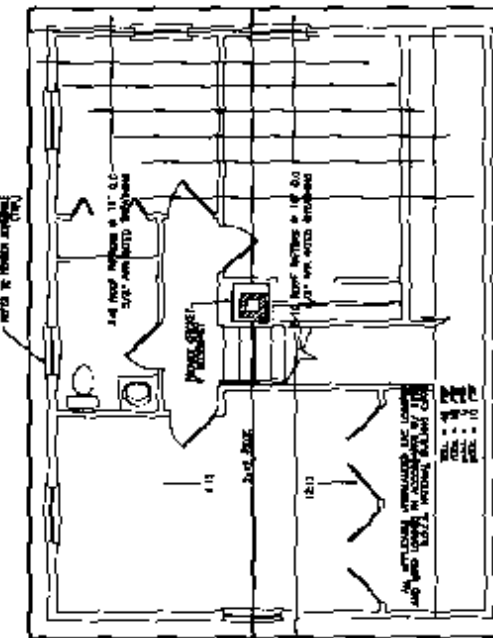
FOUNDATIONS

1. ALL FOUNDATION WALLS SHALL BE CONCRETE.
2. ALL FOUNDATION WALLS SHALL BE MINIMUM 12" THICK.
3. ALL FOUNDATION WALLS SHALL BE MINIMUM 4' HIGH.
4. ALL FOUNDATION WALLS SHALL BE MINIMUM 4' HIGH.
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9. ALL FOUNDATION WALLS SHALL BE MINIMUM 4' HIGH.
10. ALL FOUNDATION WALLS SHALL BE MINIMUM 4' HIGH.

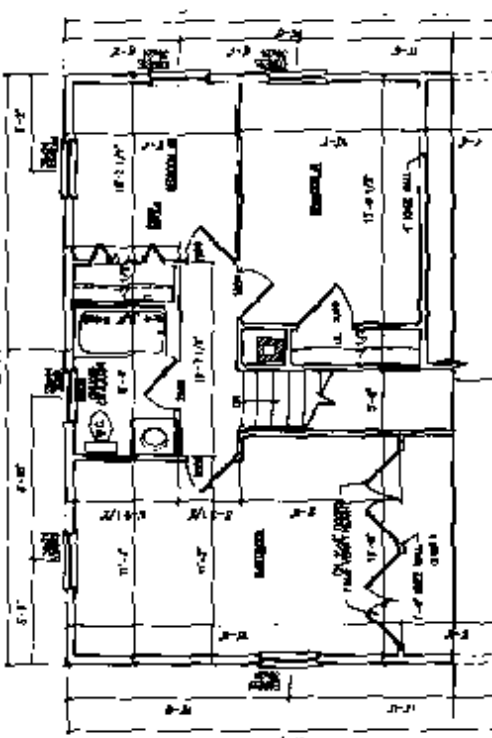
MEMBER	SECTION	DETAIL
FOUNDATION WALL	1	1
FOUNDATION WALL	2	2
FOUNDATION WALL	3	3
FOUNDATION WALL	4	4
FOUNDATION WALL	5	5
FOUNDATION WALL	6	6
FOUNDATION WALL	7	7
FOUNDATION WALL	8	8
FOUNDATION WALL	9	9
FOUNDATION WALL	10	10

ROOFING

1. ALL ROOFING SHALL BE ASPH/FLT.
2. ALL ROOFING SHALL BE MINIMUM 1/2" THICK.
3. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
4. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
5. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
6. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
7. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
8. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
9. ALL ROOFING SHALL BE MINIMUM 4' HIGH.
10. ALL ROOFING SHALL BE MINIMUM 4' HIGH.



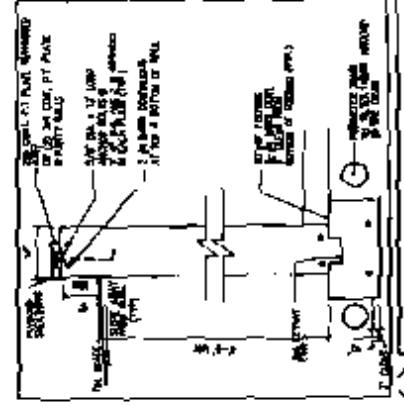
ROOF FRAMING PLAN  
SCALE: 1/4" = 1'-0"



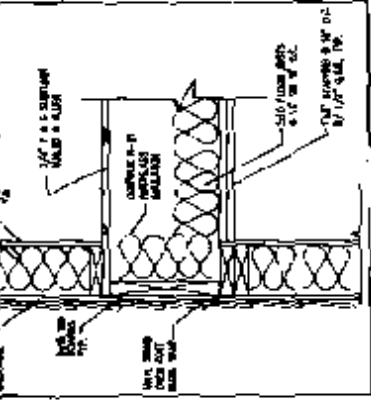
SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND MAINE BUILDING CODE.



TYPICAL FOUNDATION WALL  
SCALE: 1/4" = 1'-0"



FLOOR FRAMING DETAIL  
SCALE: 1/4" = 1'-0"



RAFTERS DETAIL  
SCALE: 1/4" = 1'-0"

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City of Portland Maine

27-21 Estm  
24x10 Cape

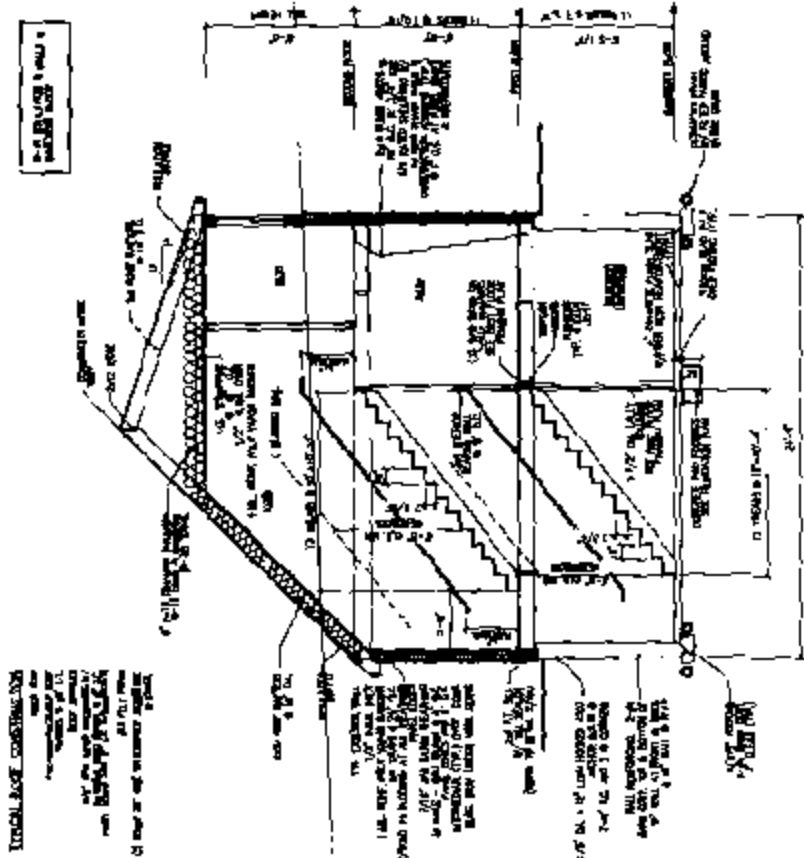
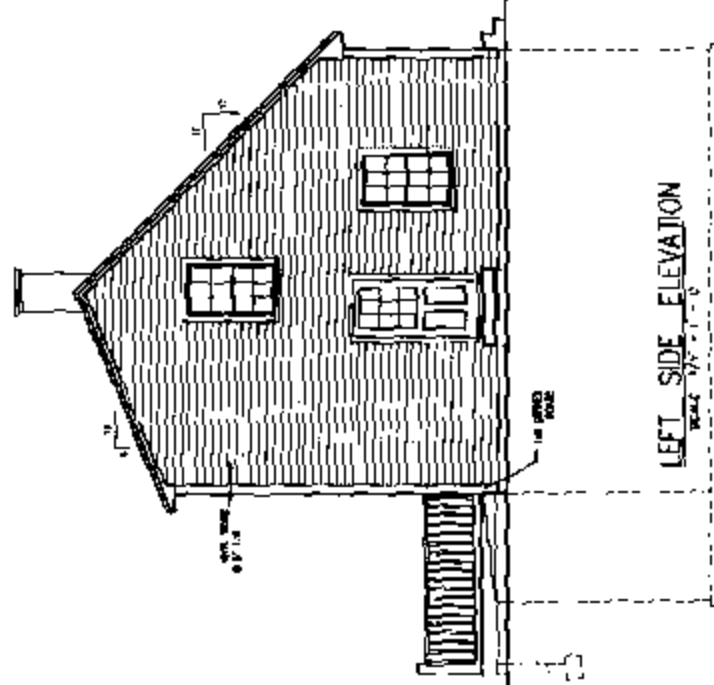
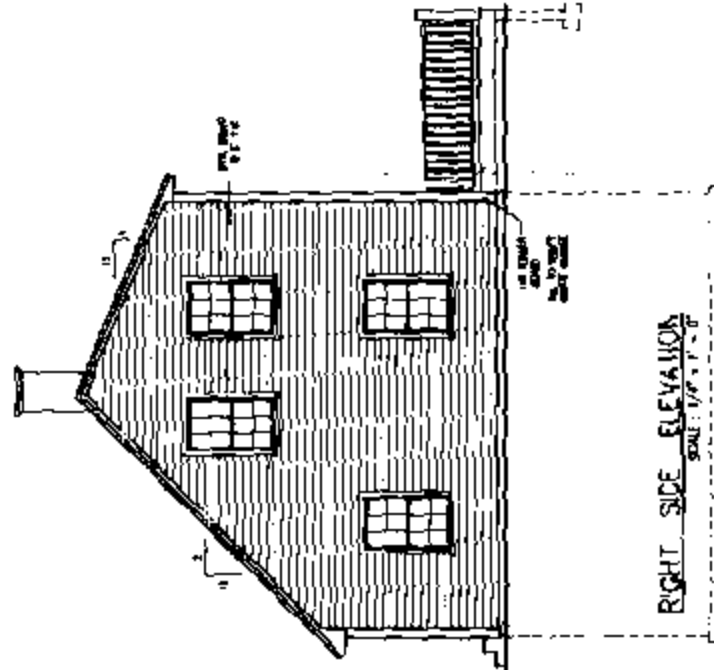
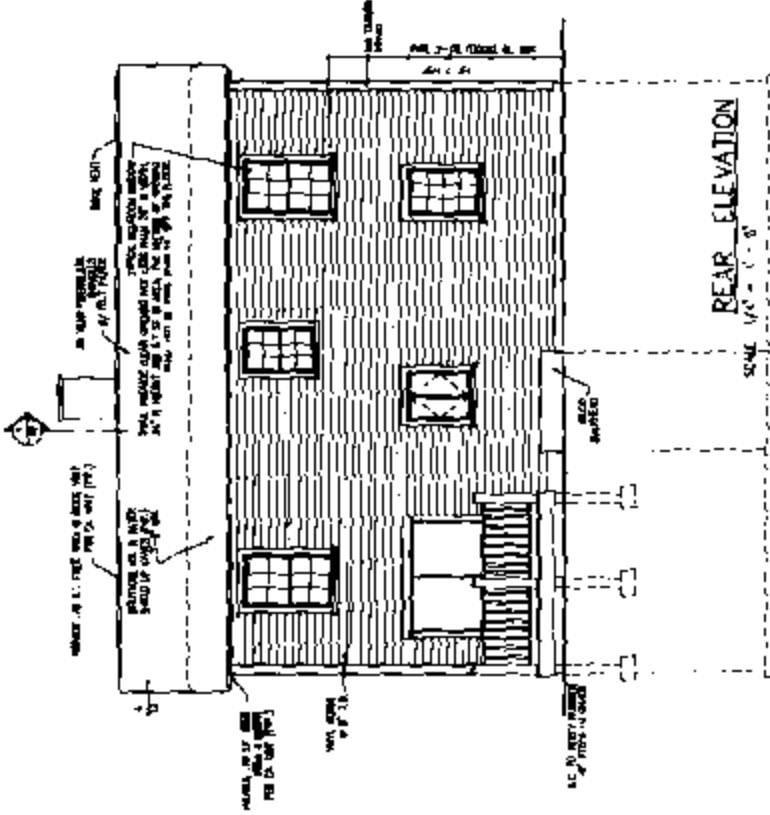
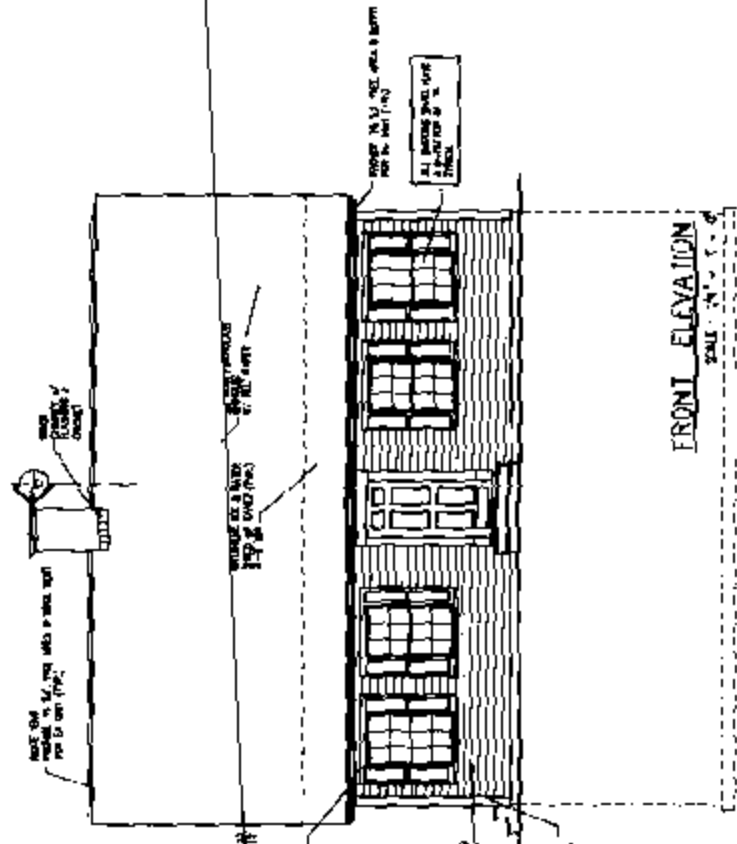
ELEVATIONS /  
DRAWING THIS SHEET

A2

DOOR SCHEDULE

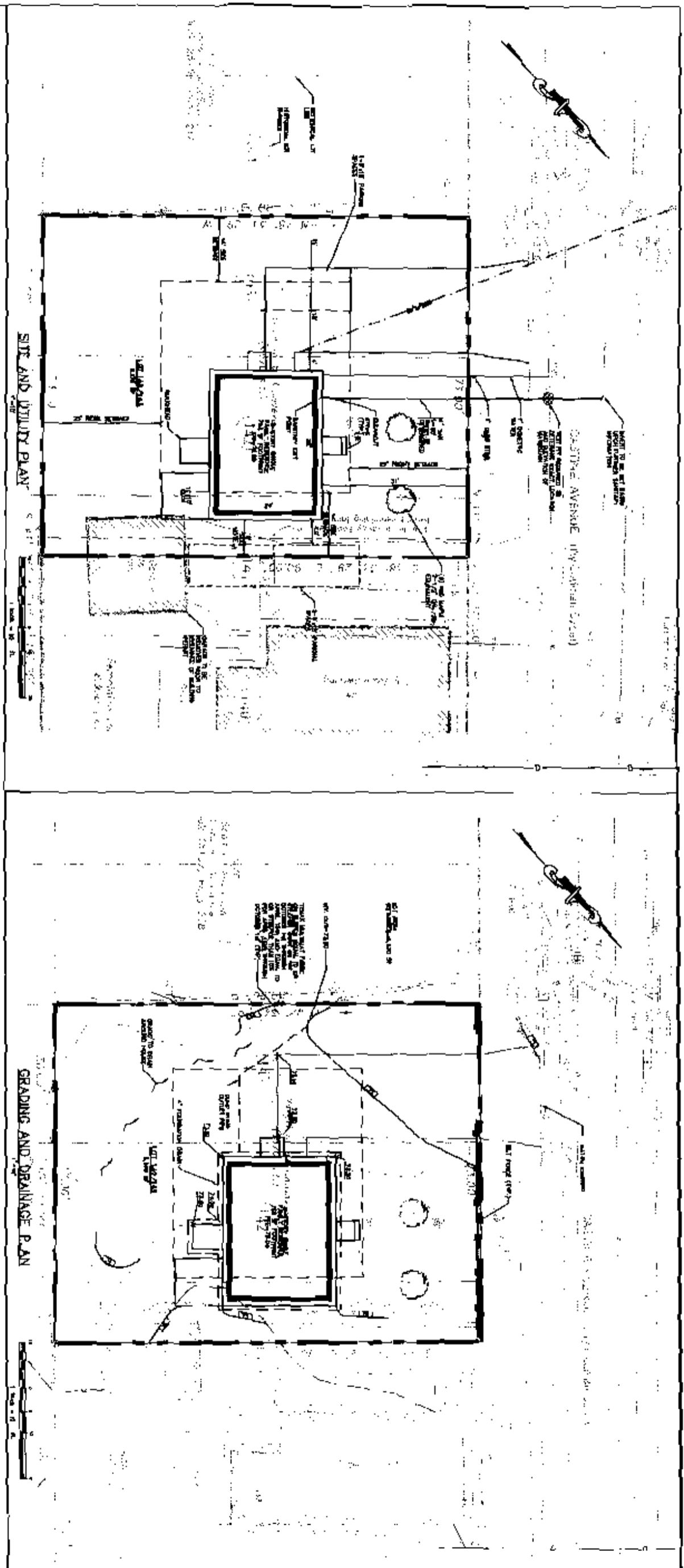
NO.	TYPE	FINISH
1	6'0" x 7'0"	1/2" LINEN OAK
2	6'0" x 7'0"	1/2" LINEN OAK
3	6'0" x 7'0"	1/2" LINEN OAK
4	6'0" x 7'0"	1/2" LINEN OAK
5	6'0" x 7'0"	1/2" LINEN OAK

NOTE: ALL DOORS TO BE FINISHED WITH 1/2" LINEN OAK. ALL DOORS TO BE SET IN 2" OF WALL. ALL DOORS TO BE SET IN 2" OF WALL.



SECTION THRU HOUSE  
SCALE: 1/4" = 1'-0"





**SPACE AND BULK REQUIREMENTS - R-3 ZONE**

MINIMUM SETBACK	10 FT
MINIMUM FRONT SETBACK	10 FT
MINIMUM SIDE SETBACK	5 FT
MINIMUM REAR SETBACK	5 FT
MINIMUM FRONT YARD SETBACK	10 FT
MINIMUM REAR YARD SETBACK	5 FT
MINIMUM SIDE YARD SETBACK	5 FT
MINIMUM FRONT SETBACK	10 FT
MINIMUM REAR SETBACK	5 FT
MINIMUM SIDE SETBACK	5 FT
MINIMUM FRONT SETBACK	10 FT
MINIMUM REAR SETBACK	5 FT
MINIMUM SIDE SETBACK	5 FT

**GRADING AND DRAINAGE NOTES:**

1. ALL PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.
2. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.
3. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.
4. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.
5. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.

**GENERAL NOTES:**

1. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.
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4. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.
5. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE.

Rev.	Date	Revision
1	10/7/2010	ISSUED FOR PERMIT

Issued For	Date	By

Scale	North Arrow	City of Portland

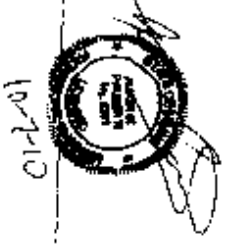
**GP** Gorrell-Palmer Consulting Engineers, Inc.  
 15 State Street, Portland, ME 04101  
 Tel: 207-633-1234 Fax: 207-633-1234  
 Email: info@gpce.com

Working Name: **Site, Utility, Grading and Drainage Plans**  
 40 Gordon Avenue, Portland, ME 04101  
 PO Box 10127, 448 Federal Avenue, Portland, ME 04101

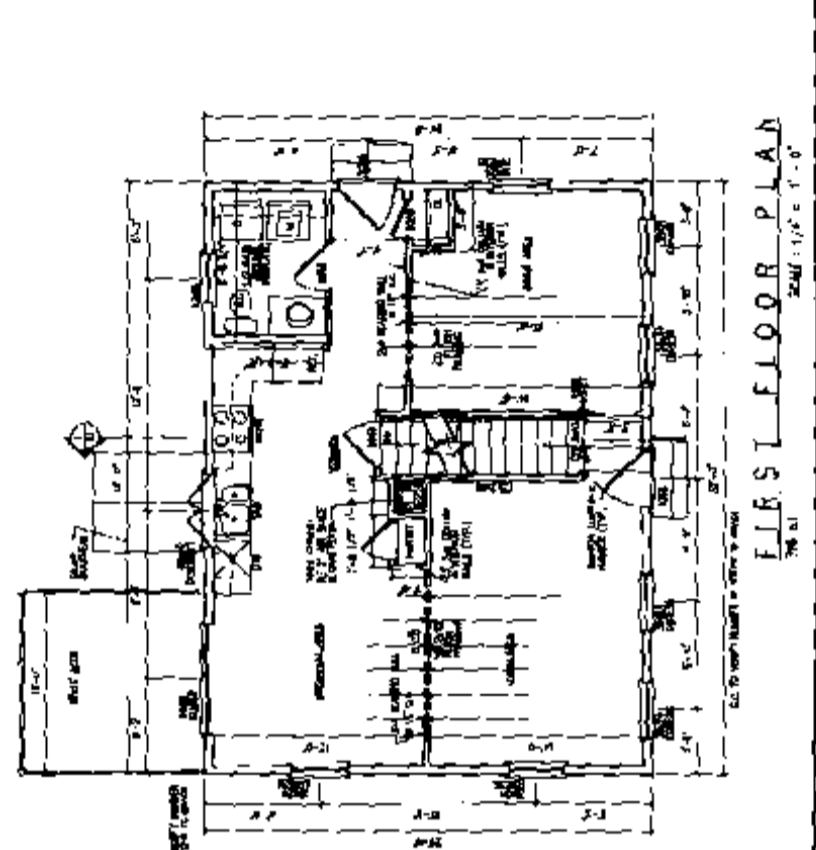
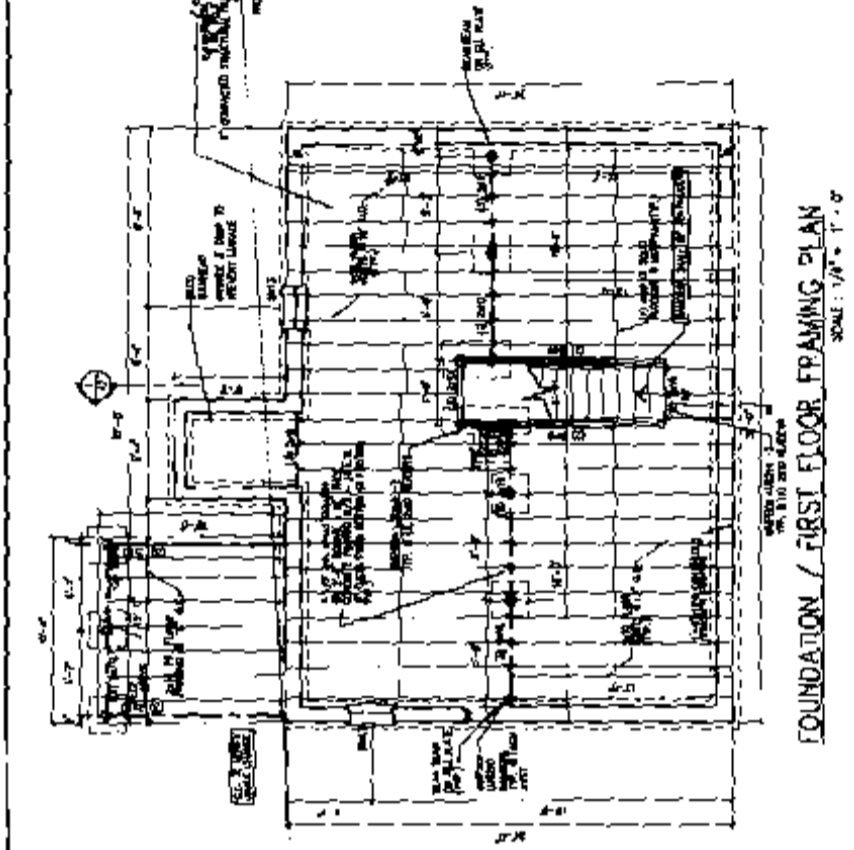
Working No. **1**

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 City of Portland Maine

NOTE: THIS PLAN SET IS PERMITTED FOR CONSTRUCTION AND SHALL BE USED FOR CONSTRUCTION.

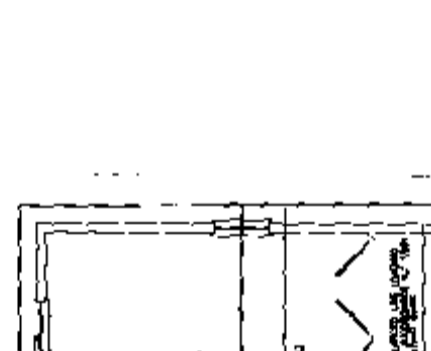






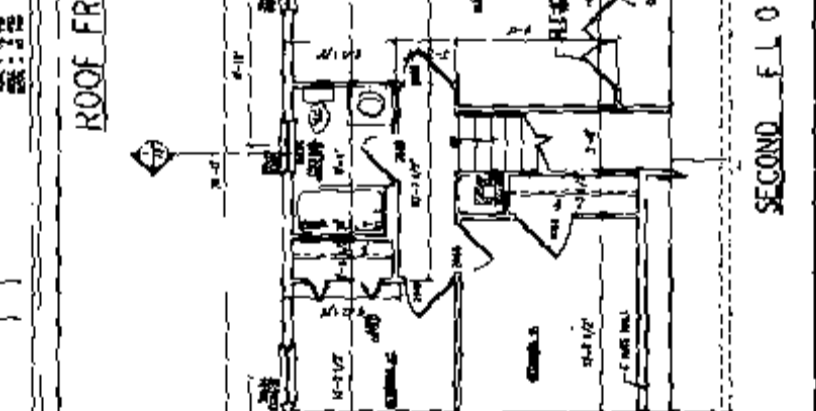
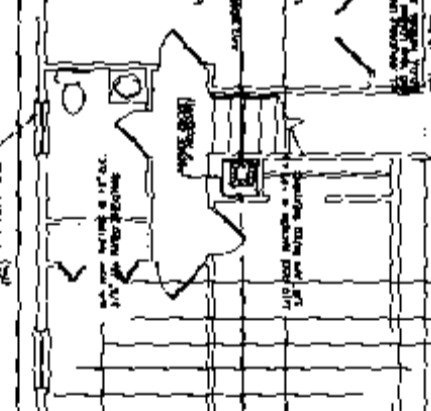
**GENERAL NOTES:**

1. ALL CONCRETE SHALL BE 3000 PSI AND ALL REINFORCING SHALL BE #4 UNLESS OTHERWISE NOTED.
2. ALL WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
3. ALL FLOORS SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
4. ALL ROOFS SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
5. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
6. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
7. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
8. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
9. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
10. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.



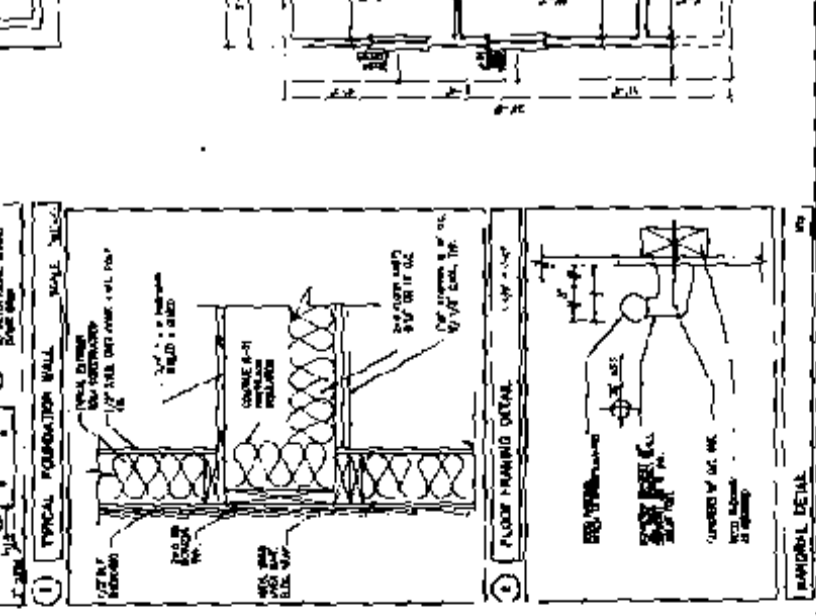
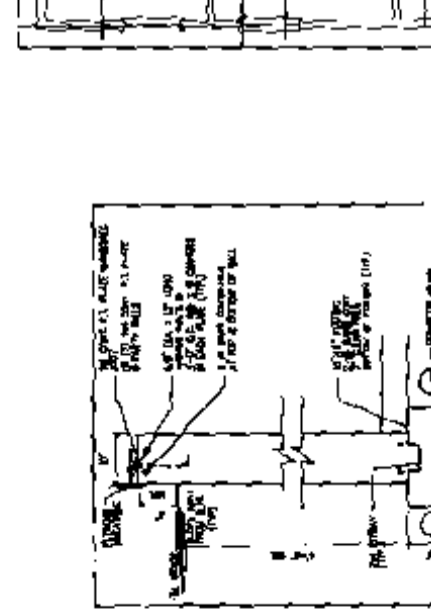
**FOUNDATION NOTES:**

1. ALL FOUNDATION WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
2. ALL FOUNDATION WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
3. ALL FOUNDATION WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
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9. ALL FOUNDATION WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
10. ALL FOUNDATION WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.



**ROOF FRAMING NOTES:**

1. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
2. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
3. ALL ROOFING SHALL BE 30 YEAR LIFE UNLESS OTHERWISE NOTED.
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CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 27 Eastman Ave CBL 332 C004001

Issued to McBride James/Diversified Properties, Inc /Jim Wolf Date of Issue 04/06/2011

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. 10-107, 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  
R3-5B, IRC 2003

Limiting Conditions: Temporary Occupancy until June 1, 2011 DRC approval required

This certificate supersedes certificate issued

Approved:

4-6-11

(Date)

*[Signature]*  
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.