

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

2010-0028
Application I. D. Number

8/30/2010
Application Date

27 Eastman Ave.
Project Name/Description

Diviserfied 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) _____

Proposed Building square Feet or # of Units _____ Acreage of Site _____ Proposed Total Disturbed Area of the Site 0 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"/> Flood Hazard | <input type="checkbox"/> Site Location |
| <input type="checkbox"/> After the Fact - Major | <input type="checkbox"/> Stormwater | <input type="checkbox"/> Traffic Movement | <input type="checkbox"/> Housing Replacement |
| <input type="checkbox"/> After the Fact - Minor | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review | <input type="checkbox"/> Other _____ |

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 9/2/2010

DRC Approval Status:

- Approved Approved w/Conditions See Attached Denied

Reviewer D. DiPierro

Approval Date 10/20/10 Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	_____ date _____	_____ amount _____	_____ expiration date _____
<input type="checkbox"/> Inspection Fee Paid	_____ date _____	_____ amount _____	
<input checked="" type="checkbox"/> Building Permit Issue	_____ date _____		
<input checked="" 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 checked="" type="checkbox"/> Performance Guarantee Released	_____ date _____	_____ signature _____	
<input checked="" type="checkbox"/> Defect Guarantee Submitted	_____ submitted date _____	_____ amount _____	_____ expiration date _____
<input checked="" type="checkbox"/> Defect Guarantee Released	_____ date _____	_____ signature _____	

MEMORANDUM

To: FILE

From: Philip DiPierro

Dept: DRC

Subject: Application ID: 2010-0028

Date: 10/20/2010

see conditions.

Approval Conditions of DRC

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

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

- 3 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.

- 4 The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

- 5 All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.

- 6 A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Services must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.

- 7 A street opening permit(s) is required for your site. Please contact Carol Merritt ay 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)

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

- 9 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 maintaned daily.

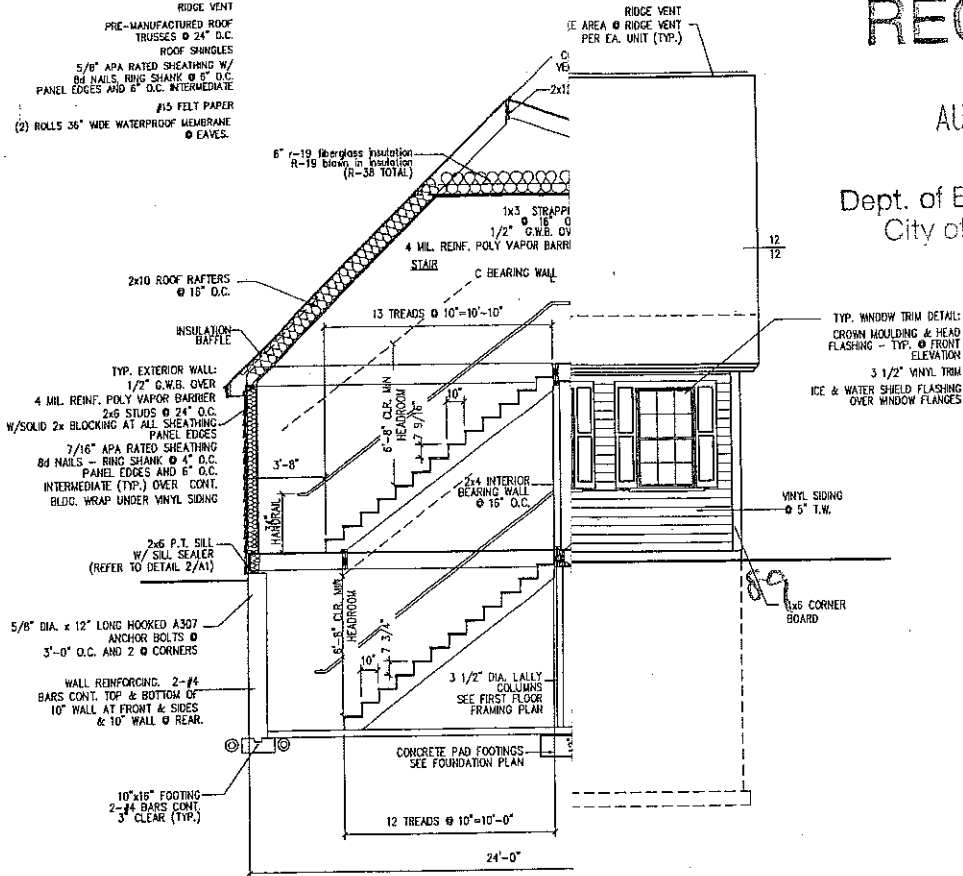
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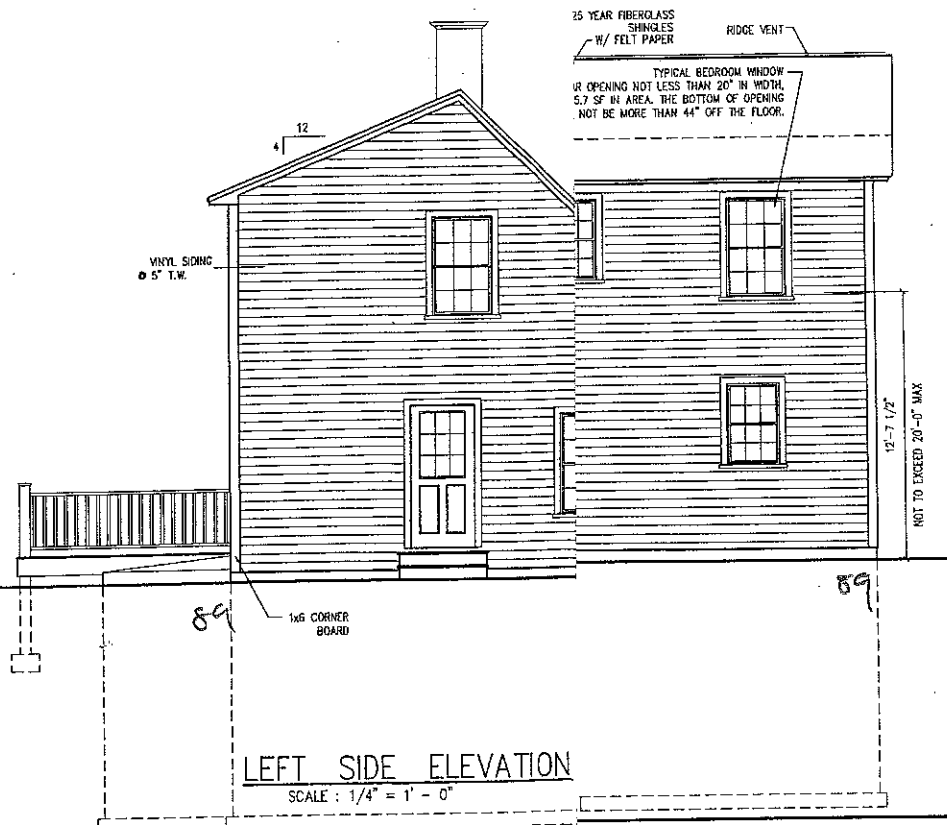
Dept. of Building Inspections
City of Portland Maine

TYPICAL ROOF CONSTRUCTION

- RIDGE VENT
- PRE-MANUFACTURED ROOF TRUSSES @ 24" O.C.
- ROOF SHINGLES
- 5/8" APA RATED SHEATHING W/ 8d NAILS, RING SHANK @ 6" O.C. PANEL EDGES AND 6" O.C. INTERMEDIATE
- #15 FELT PAPER
- (2) ROLLS 36" WIDE WATERPROOF MEMBRANE @ EAVES.



SECTION TH



LEFT SIDE ELEVATION
SCALE: 1/4" = 1' - 0"

24x32 CAPE

DRAWINGS THIS SHEET

ELEVATIONS / SECTION

DATE
05/31/07

A2

Philip DiPierro - Certificate of Occupancy/Final Scheduled. Property Addr: 31 EASTMAN AVE Parcel ID: 332 C004001 Dist: 5

From: Lannie Dobson
To: C of O; nadams
Date: 1/26/2011 10:06 AM
Subject: Certificate of Occupancy/Final Scheduled. Property Addr: 31 EASTMAN AVE Parcel ID: 332 C004001 Dist: 5

Date: 1/31/2011 Time: 6:00:00 AM

Note: Requesting around 9 650-6989 Glen HVAC in new system Property Addr: 31 EASTMAN AVE Parcel ID: 332 C004001

Application Type: Prmt
Application ID: 101071

Contact:
Phone1: Phone2:

Owner Name: MAGGIE MAY LIMITED
Owner Addr: PO BOX 10127
PORTLAND, ME 04104

Street, 627 Congress Street Parking Lot, Hicks Street Subdivision, Farm Stand Amendments

7:00 p.m. Public Hearing: R-6 Text amendment to reduce lot width requirement, Tom Watson, applicant, Riverside Subdivision, City of Portland; Amended Subdivision Plat, Gertrude Street, Appeal of Sidewalk Decision, Shipyard Brewing, and regulation of explosives.

AGENDA

A. Preliminary Reviews (Please share preliminary comments on new or revised plans distributed week before)

- 1. Dougherty Field Improvements...jf
- 2.
- 3.

B. Final Written Reviews - Major Site Plans (Planning Board Review)

- 1. riverside street subd...final public hearing... rk
- 2. Hicks Street subdivision (PB memo this week- need all comments please)..... .jf
- 3. Shipyard Brewery sidewalk appeal.....bn

C. Final Written Review - Minor Site Plans (Administrative Review)

- 1. SkatePark final review- need all comments please.....jf
- 2. Watson Street, slope stabilization.....bb/jf
- ~~3.~~ Mercy/VMB swales/open space update.....
- ~~4.~~ 27 Eastman Ave., single family review.....pd
- ~~5.~~ *cont plan*

D. Pressing Issues, Questions, Exemptions, and Curb Cuts

- ~~1.~~ 144 Fore St- compliance with conditions (eg HVAC).....jf
- ~~2.~~ 38 Morse St- lot split plus 2-unit - pre app discussion.....jf
- ~~3.~~ NEMR revised landscaping plan...riverside st...rk
- ~~4.~~ Request to use a designated turn-around on True St for a driveway cut...dm-p
- ~~5.~~ 235 St. John Street.....sw

Distribution of New or Revised Plans

- ~~1.~~ Dropping Springs bait shed, Portland Fish Pier.....bn
- ~~2.~~ Revision to sheet 3 Dougherty Field Improvements.....jf
- 3.

- Geotechnical Engineer to design
- Slope next to driveway - prove stability
- Rip rap detail incorrect
- Direct gutters to street
-

Philip DiPierro - 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.
- 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.

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

Ann

From: Todd Merkle
To: Alex Jaegerman ; Ann Machado; Marge Schmuckal
Date: 3/23/2009 1:35:31 PM
Subject: Re: Eastman and Beal Inquiry

I believe if the lot has a Beal address she has to build the road.

>>> Alex Jaegerman Monday, March 23, 2009 10:43 AM >>>

I just talked to Christine Daverne (sp?) who was inquiring about the road improvements required to build a house on a lot at the corner of Eastman (paved) and Beal (gravel). She has very limited frontage on Eastman, and more frontage on Beal. She was referred to me by Ann.

I read for her the 14-403 requirements, and she will review it herself on line. I was unable to tell her whether or not she has to improve Beal Street.

It might depend on where her driveway is located, and possibly if she has enough zoning street frontage on Eastman, although I don't see that in 14-403. Marge and Ann, you can weigh in on this matter.

Todd, I gave her your number to talk to about what street requirements are needed, and the probable cost. Sorry if you are not the right person. David, I also gave her your name & number.

I told her we could not provide much information without plans.

Alex.

Alexander Jaegerman, AICP
Planning Division Director
389 Congress Street, Suite 400
Portland, ME 04101

Phone: (207)874-8724

CC: Barbara Barhydt; David Margolis-Pineo; Philip DiPierro

Philip DiPierro - RE: Eastman

From: "Jim Wolf" <jmw1@maine.rr.com>
To: "Philip DiPierro" <PD@portlandmaine.gov>
Date: 9/14/2010 4:24 PM
Subject: RE: Eastman

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

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

yup.

Philip DiPierro
Development Review Coordinator
City of Portland Planning Division
389 Congress Street
Portland, Maine 04101

Phone 207 874-8632
Fax 207 756-8258

>>> "Jim Wolf" <jmw1@maine.rr.com> 9/14/2010 4:27 PM >>>
Thanks. Is the dirt road the question??

James M. Wolf
Diversified Properties, Inc.

Post Office Box 10127
Portland, Maine 04104
1-207-773-4988
1-207-773-6875 fax

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From: Philip DiPierro [mailto:PD@portlandmaine.gov]
Sent: Tuesday, September 14, 2010 4:18 PM
To: Jim Wolf
Subject: Re: Eastman

I've got it on the agenda for development review tomorrow.

>>> "Jim Wolf" <jmw1@maine.rr.com> 9/14/2010 3:44 PM >>>
Phil

Any progress on Eastman? Thanks

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

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Level I: Minor Residential Site Plan Application Portland, Maine

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

Level I: Minor Residential development includes:

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

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

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

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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: 27 Castman Ave

PROPOSED DEVELOPMENT ADDRESS: 27 Castman Ave, Portland, ME

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

CHART/BLOCK/LOT: 332 C 4-5
4243

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: jmw@diversified.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 Priteo
Address: POB 10127
Portland, ME
Zip Code: 04104
Work #: 773-4988
Cell #: _____
Fax #: 773-6875
Home: _____
E-mail: LyndaP@maire.rr.com

ENGINEER

Ocean Park Land Survey
Name: Bob Greenlaw
Address: 134 Portland Ave
O.O.B, ME
Zip Code: _____
Work #: 749-9471
Cell #: _____
Fax #: _____
Home: _____
E-mail: Bobgreenlaw@myfauport.net

SURVEYOR

Name: _____
Address: _____
Zip Code: Same as
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.

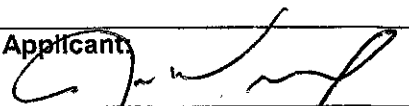
<input checked="" type="checkbox"/> Level I Minor Residential Site Plan <input checked="" type="checkbox"/> Application Fee (flat fee)	\$300
Mailed notices to abutters are now required for single family, two-family and the addition of a unit being reviewed as a Level I minor residential site plan. The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

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

Site Plans and Boundary Survey Requirements – Level I Minor Residential

Applicant Checklist	Planner Checklist	Number of Copies	Submittal Requirement
<input 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 checked="" type="checkbox"/>	4	Site Plan including the following:
<input checked="" type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas. <i>NO PAVING</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Proposed ground floor area and finish floor elevation (FFE).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Exterior building elevations (show all 4 sides).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ 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). <i>N/A</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Existing and proposed utilities (or septic system, where applicable)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Existing and proposed grading and contours.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Proposed stormwater management and erosion controls.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Total area and limits of proposed land disturbance.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Proposed protections to or alterations of watercourses.
N/A	<input checked="" type="checkbox"/>		▪ Proposed wetland protections or impacts.
N/A	<input checked="" type="checkbox"/>		▪ Existing vegetation to be preserved and proposed site landscaping and street trees.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		▪ Existing and proposed curb and sidewalk.
N/A	<input checked="" type="checkbox"/>		▪ Existing and proposed easements or public or private rights of way.
<input checked="" type="checkbox"/>	<input checked="" 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.

Survey

- Existing Vegetation
- length, material, diameter, slope of all pipe
- Set property corners prior to BP
- city vertical datum
- official city benchmark
- Distance, bearings, & angles tied to city monuments
or record survey data.
- Soil type



General Building Permit Application

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AUG 30 2010

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.

Dept. of Building Inspections
City of Portland Maine

Location/Address of Construction: <u>27 Eastman 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 *must be owner, Lessee or Buyer* 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 House 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, 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

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.



Bank

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One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
T: 207-761-8600 F: 207-761-8660
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', with a long horizontal flourish extending to the right.

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

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

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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 J 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

JMW/lp

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

JMW/lp



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

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 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



1 inch = 50 feet

N

Disc



PORTLAND MAINE

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

Public Services Department
Michael J. Bobinsky, Director

27 August 2010

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

RE: The Capacity to Handle the Anticipated Wastewater Flows, from a Proposed Single Family Dwelling, at 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

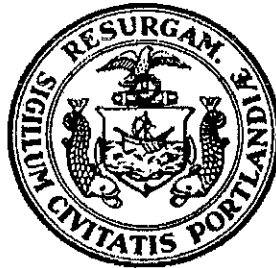
Frank J. Brancely, B.A., M.A.
Senior Engineering Technician

FJB

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

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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



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

Date: 8/24/10

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

Site Address: 27 Eastman Ave.

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

Chart Block Lot Number: _____

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

1 single family 270GPD

Generated:

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: t

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
Yes _____ No _____

Is the process wastewater termed categorical under CFR 40? _____ 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:

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 FR 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 [Signature] Seller(s) Initials [Signature]
Keller Williams Realty 30 Sewall Street, 2nd Floor Portland, ME 04102
Phone: 207.651.8478 Fax: Christine Desvergne Eastman Ave
Produced with ZipForm® by ziplogix 18070 Fifteen Mile Road, Freer, Michigan 48026 www.ziplogix.com

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 Sellers' 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: <i>To determine description</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	buyer	buyer
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. DEPL/URC 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: <i>Title search</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	buyer	buyer

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.

September 2009

Page 2 of 4 - P&S-LO

Buyer(s) Initials

[Handwritten Signature]

Seller(s) Initials

[Handwritten Signature]

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - Buyer to provide Seller with loan commitment letter from lender within _____ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ none toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Christine DesVerghes of Keller Williams Realty is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

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

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

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

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

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

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

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

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

19. ADDENDA: Yes Explain: _____ No

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

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

22. OTHER CONDITIONS: 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 final is not completed w/in 30 days and is no fault of buyer. *Jaw*
 24. If closing takes place after due date of payment of real estate taxes, Buyer will reimburse Seller real estate taxes paid. *Jaw*

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] 5-11-2010
 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

~~SELLER Thomas Fontaine PR of the Esta~~ 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



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Eastman Ave

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.

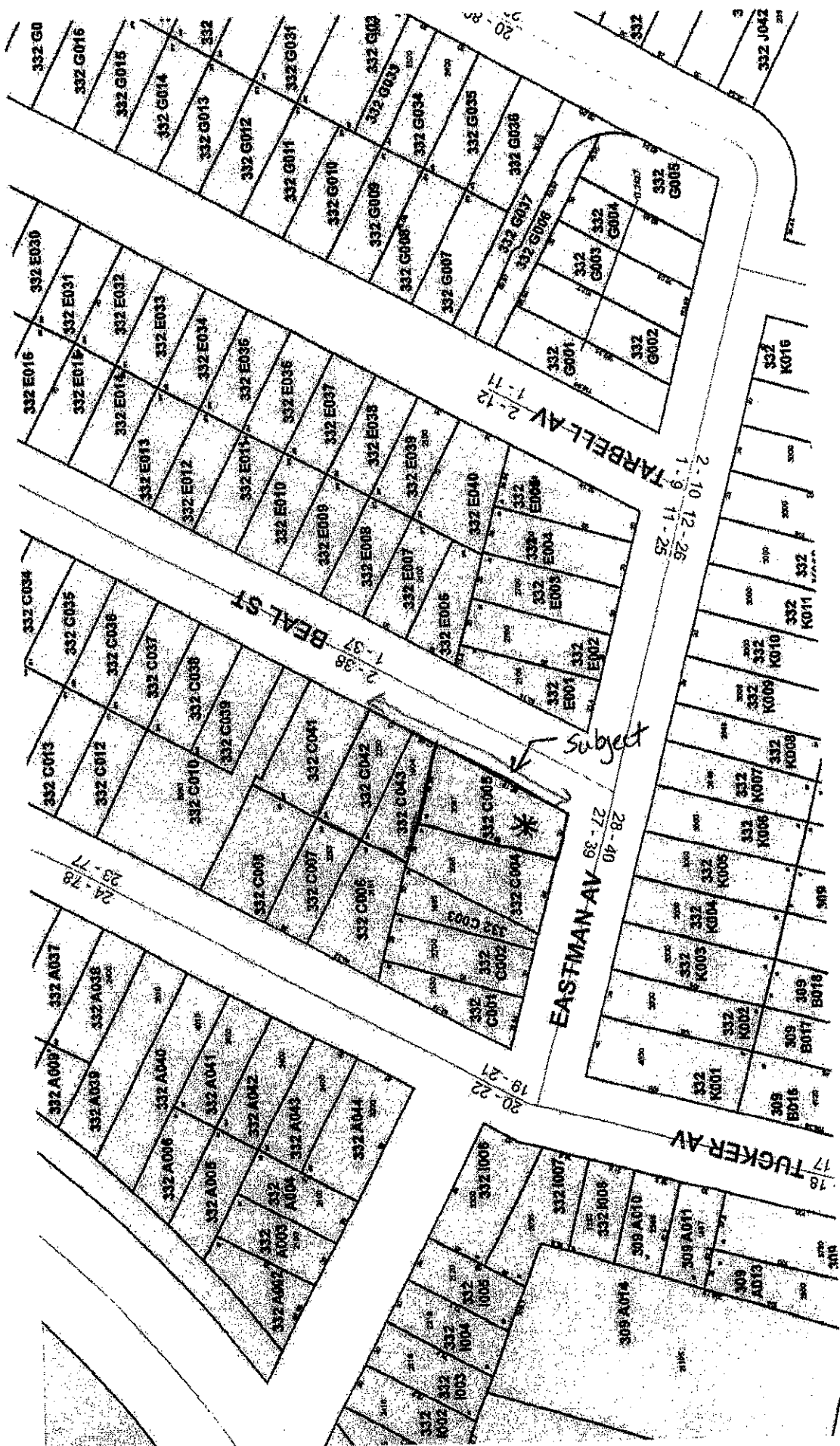
Thomas Fontaine PR of the Esta
SELLER
DATE 06/28/2010

SELLER
DATE
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.

[Signature]
BUYER
DATE 8-11-2010

BUYER
DATE



subject

mg

Signed, sealed and Delivered
in the presence of
R Hunt

John J. Hayden
Magaret K. Hayden



State of Maine
Cumberland, Co.

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. ...
Notary Public
Justice of the Peace

NOV 17 1970

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE

Received at 2 M.P.S. M.P.M. and recorded in

BOOK 3151 PAGE 187 *Magaret 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 E. Fontaine

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

Henry O. Fontaine and Irene E. 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:

Easton Avenue 27-0; and Neal Street - assessors Plan 532-C-5-42-43

John

Meaning and intending to convey the same land and building which the said grantor acquired by tax deed dated February 23, 1967

The deed above referred to is recorded in the Cumberland County Registry of Deeds in Book 3100 Page 775

This property was assessed to Harry F. Duff

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

At each 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. DePalma, Director of Finance, thereunto duly authorized, this 12th day of November A. D. 1970.

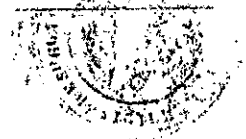
Signed, Sealed and Delivered in presence of

City of Portland

Lucy M. DePalma

By *John G. DePalma*

Director of Finance



9nd

State of Maine, } ss.
Cumberland, }

November 12, 1970

Then personally appeared the above named John G. DePalma 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

Jan

of Portland:

Before me,

Gaylord F. Feltus
Justice of the Peace.
Notary Public.

NOV 17 1970

OFFICE OF DEEDS, CUMBERLAND COUNTY, MAINE

FILED AT 1 11 17 P.M. and recorded in

BOOK 3151 PAGE 18 *Margaret Webster* 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 renter, release, bargain, sell and convey, and forever quit-claim unto the said Security Realty Co., Inc., its

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 Cotton Street No. 12
Assessor's Plan 58-C-13-31 Area 3340 sq. ft.

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 PR ("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 \$ [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 [redacted]. 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 Representatives 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) Initials

Seller(s) Initials

Dowd Properties 17 Westland Ave, Portland ME 04102
Phone: 2077736250

Fax: (207) 773-0046

William J. Dowd

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

la.zfx

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, at 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 Richard Abbandana 511 Congress ST, Suite 801, Portland 04104

[Signature] 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



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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,

convey, sell and runny 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) ^{feet} 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 Hazley S. Robinson to Henry F. Varney and Catherine W. 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 W. Varney predeceased said grantor, Henry F. Varney herein. Said Catherine W. Varney conveyed her right, title and interest in and to said premises/by deed recorded in said Registry of Deeds; in Book 2386, Page 268.

In Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to 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, 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 survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Henry F. Varney and Gladice S. Varney, wife of the said Henry F. Varney,

joining in this deed as Grantor, 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 twenty-first day of August in the year of our Lord one thousand nine hundred and seventy-two.

Signed, Sealed and Delivered in presence of
Holladay
(to file)

Henry F. Varney
Gladice S. Varney

State of Maine } ss. August 22, 1972
Cumberland

Personally appeared the above named Henry F. Varney

the foregoing instrument to be his free act and deed.



JAN 31 1973
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 11:50 AM, and recorded in
BOOK 3955 PAGE 263
Justice of the Peace
Notary Public
Registrar

ASSIGNMENT OF CONTRACT

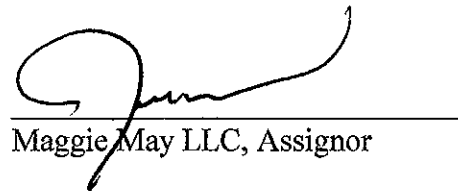
KNOW ALL MEN BY THESE PRESENTS, that **Maggie May Limited Liability Co.**, (hereinafter referred to as "Assignor"), under a certain Purchase and Sale Agreement – Land Only (hereinafter referred to as "Contract") with **Richard Abbondanza P. R. for the Estate of Eleanor McBride** (hereinafter "Seller"), 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.

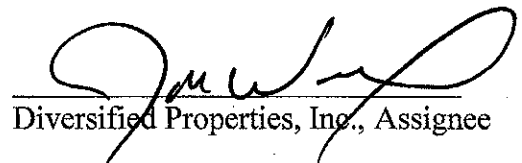
Seller enters into this agreement for the purposes of agreeing to the herein assignment.

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




Maggie May LLC, Assignor




Diversified Properties, Inc., Assignee



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Finance Department
Ellen Sanborn, Director

May 13, 2011

Diversified Properties, Inc.
P.O. Box 19127
Portland, ME 04104

Re: Performance Guarantee – Diversified Properties – 27 Eastman Avenue
Escrow Account #710-0000-233-92-06

Enclosed please find a check for \$3,200.00, which the Planning Department has authorized me to release. This leaves a balance of zero in the above-referenced account.

If you require any further information, please let me know.

Sincerely,



Ellen Sanborn
Finance Director

ES:mma
Enclosure

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator



PORTLAND, MAINE

Strengthening a Remarkable City, Building a Community for Life
www.portlandmaine.gov

Planning and Urban Development
Penny St. Louis, Director

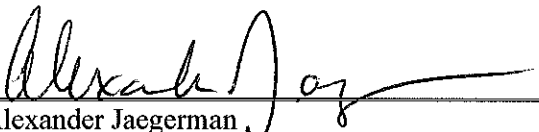
Planning Division
Alexander Jaegerman, Director

TO: Ellen Sanborn, Finance Department
FROM: Alexander Jaegerman, Planning Division Director
DATE: May 10, 2011
SUBJECT: Request for Release of Performance Guarantee
Wolf Single Family Home, 27 Eastman Avenue
(ID # 2010-0028 Lead CBL # 332 C 004001)

Please release the Performance Guarantee, City Escrow Account # 710-0000-233.92-06 for the Wolf Single Family Home Project at 27 Eastman Avenue.

Remaining Balance \$3,200.00

Approved:


Alexander Jaegerman
Planning Division Director

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator

389 Congress Street, Portland, Maine 04101-3509 Ph (207)874-8721 or 874-8719 Fx 756-8258 TTY 874-8936

Memorandum
Department of Planning and Development
Planning Division



TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: May 10, 2011

RE: C. of O. for # 27 Eastman Avenue, Wolf Single Family
(Id#2010-0028) (CBL 332 C 004001)

After visiting the site, I have the following comments:

Site work complete:

At this time, **I recommend issuing a permanent Certificate of Occupancy.**

Cc: Inspection Services Manager
File: Barbara Barhydt, Development Review Services Manager
File: Urban Insight

Memorandum
Department of Planning and Development
Planning Division



TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: March 29, 2011

RE: C. of O. for #²⁷~~320~~ Eastman Avenue, Wolf Single Family
(Id#2010-0014) (CBL 332 C 004001)

After visiting the site, I have the following comments:

Site work incomplete:

1. Paved driveway apron,
2. 2 Street trees,
3. Finish grading, loaming, seeding, and mulching.

I anticipate this work can be completed by **June 1, 2011**.

At this time, I recommend issuing a temporary Certificate of Occupancy.

Cc: Inspection Services Manager
File: Barbara Barhydt, Development Review Services Manager
File: Urban Insight