

Levet + Sons -> Foundation # 838 5750

Permit No: 980610

PERMIT ISSUED
 Permit Issued: JUN 1 | 1998
CITY OF PORTLAND

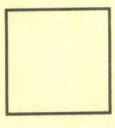
Zone: CBL: 336-B-052
 Zoning Approval: *Call for review*
 Special Zone or Reviews:
 Shoreland
 Wetland
 Flood Zone
 Subdivision
 Site Plan maj Minor Imm

Zoning Appeal
 Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation
 Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied

Date:



CEO DISTRICT

Location of Construction: 76 Boca Zoo Lot #2
 Owner: Diversified Properties
 Phone:

Owner Address: 465 Forest Ave Ftld, ME 04101
 Lessee/Buyer's Name:
 Phone: Business Name:

Contractor Name: Custom Built Homes of Maine
 Address: 27 Main St Windham, ME 04062
 Phone: 892-3149

Past Use: Vacant Land
 Proposed Use: 1-fam

COST OF WORK: \$ 77,000.00
 PERMIT FEE: \$ 405.00

FIRE DEPT. Approved Denied
 INSPECTION: Use Group: Type:
 Signature: *2009/12/15/16*

Signature: PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
 Action: Approved Approved with Conditions Denied

Proposed Project Description:
 Construct Single Family Dwelling
 Signature: Date:

Permit Taken By: Mary Gresik
 Date Applied For: 19 May 1998
Refer to h/w/c

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

CERTIFICATION

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

03 June 1998 - Permit Routed
 20 May 1998

SIGNATURE OF APPLICANT ADDRESS: PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE:

COMMENTS

6/12/98 Called them at Custom built for Pre-Con ^{MS} he will call back
6/24/98 on Site Pre-Con - discussed conditions re set backs - Showed
was for a Trap/Pool Problem here - Transfer from - Div 4/24 -
Send me Consultants (EG Jensen) re placing formwork for set-backs (R)

7-1-98 Filter Fabric Not completely around Foundation Left note not to
Back fill 9:55 IER 7-2-98 8:10 talked to Keret + Sons by phone he claims

to have completed fabric and is all Back filled

7/27/98 Rough Framing & Rough Plumbing w/A Base - OK
8/9/98 Final OK DC/MR

Inspection Record
Type _____ Date _____

Foundation: _____

Framing: _____

Plumbing: _____

Final: _____

Other: _____

BUILDING PERMIT REPORT

DATE: 11 June 98 ADDRESS: 76 Buca Run lot #2 (336-H-052)
REASON FOR PERMIT: To Construct a Single Family dwelling / ^{Foundation} with attached garage
BUILDING OWNER: Diversified Properties
CONTRACTOR: Custom Built Homes of MAINE
PERMIT APPLICANT: ↑
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

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

Approved with the following conditions: *1, *2, *5, *8, *10, *12, *16, *24, *25, *26, *27, *29, *30, *31

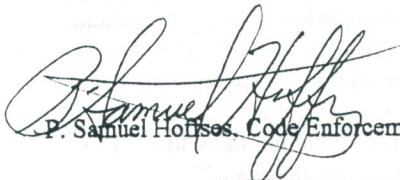
- *1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- *2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- *5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
- *6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
- *8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2".
9. Headroom in habitable space is a minimum of 7'6".
- *10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
- *12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.)
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
- *16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the

provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

- 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
- 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- 19. The Sprinkler System shall maintained to NFPA #13 Standard.
- 20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code.
- X 24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
- X 25. All requirements must be met before a final Certificate of Occupancy is issued.
- X 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- X 27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).
- 28. Please read and implement the attached Land Use-Zoning report requirements.
- X 29. IF The Future garage Foundation IS placed IT MUST BE PROTECTED UNTIL
THE garage IS built.
- X 30. Water proofing & damp proofing as per Section 1813 of The bldg. Code.
- X 31. Glass & Glazing as per Chapter 24 OF The bldg. Code.
- 32. _____


P. Samuel Hoffses, Code Enforcement

cc: Lt. McDougall, PFD
Marge Schmuckal



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Joseph E. Gray, Jr., Director of Planning and Urban Development
Alexander Jaegerman, Chief Planner

FROM: James Seymour, Acting Development Review Coordinator

DATE: April 5, 1995

SUBJECT: Disclaimer Statement of Existing Poorly Drained Areas

It is the responsibility of the lot owner/homebuilder to assess drainage and provide for appropriate stormwater management design and engineering in an area which has evidence of poor hydrologic soil conditions, and/or a history of poor drainage, ponding, or soils saturation due to topography, fluctuation of seasonal ground water tables creating surface flooding, or as a result from rainfall events or snow/ice melts. The City of Portland is not responsible for resolving the drainage of land areas which could be described in any one of the above conditions.

The City of Portland Development Review Coordinator reviews lot grading for all single family homes to assure that field elevations will conform to the grades which exist at the abutting property line or to the grades which have been previously approved at the abutting property lines. The construction standards require that final foundation elevations be provided on site plans which are a minimum of 2 1/2 feet higher than street grades established at the frontage of the lot and provide positive drainage away from the entire foundation perimeter, including garage, and all basement accesses (ie. bulkheads, doorways and windows). As long as these standards are strictly enforced, most water problems on single family lots will be avoided. However, in locations with clear evidence of hydric soils, the following note shall be placed on all approved site plans:

"The City of Portland Development Review Coordinator has reviewed and approved this plan. The lot is located in an areas that is subject to seasonal conditions of saturation by surface or groundwater. Approval of this plan does not constitute a guarantee that no water problems will be experienced by the homeowners in this vicinity. Homeowners are advised to exercise care and diligence to ensure that their home and yard is adequately constructed and graded for localized drainage conditions."

CITY OF PORTLAND, MAINE
PUBLIC NOTICE

To All Building Permit Applicants and/or Contractors:

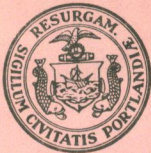
Effective immediately all temporary erosion control measures as shown on submitted site plans or as made part of a conditional approval of a site plan shall be installed, maintained, and inspected for proper functioning. Erosion control measures include but are not limited to silt fencing hay bales, stone check dams, earthen berms, stone lined swales, riprap embankments, riprap inlet/outlets of any pipe channel or culvert, sodded or grass strips, hay mulch cover on exposed soils, jute matting or erosion control blanket/matting, geotextile grids or webbing, and any provision approved by the City Engineer or Development Review Coordinator to decrease erosion or sedimentation.

All temporary and permanent erosion control measures shall be in conformance with the Maine Erosion and Sediment Control Handbook for construction: Best Management Practices as published by Cumberland County SWCD and the Maine Department of Environmental Protection. Consistent failure to install, maintain, or construct in an acceptable manner will result in a stop work order on the building permit. All erosion control measures shall be established in proposed areas of disturbed soils resulting from construction activities prior to actual construction unless a specific deadline has been made a condition of approval or agreed to by a Public Works Engineer or the Development Review Coordinator.

Effective immediately any request for Certificate of Occupancy will be denied if the above measures have not been addressed or completed. Only under extreme conditions, due to weather, shall the omission of the erosion control standards be included on the conditions for a Certificate of Occupancy, otherwise the request for a Certificate will be refused.

The City of Portland Planning Department and Public Works Department consider Erosion and Sediment Control Planning to be an absolutely necessary initial construction activity that requires as much attention and enforcement as building construction. For the protection of sensitive waterbodies, undisturbed lands, neighboring properties, established vegetated areas, and municipal drainage systems please pay careful attention to erosion and sediment control measures and conform to the notes, details, and conditions of approval as noted on your approved site plan. These controls must be installed and maintained continuously throughout the construction period. The City may inspect the site at any time to ensure compliance, and violations could result in work stoppage orders as indicated above.

We appreciate your prompt compliance with these requirements.



Certificate of Occupancy

LOCATION 76 Buca Run Lot 2

Date of Issue September 8, 1998

Issued to Diversified Properties

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. 980610, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

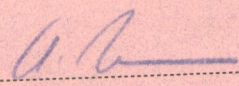
Entire

Single Family Dwelling

Limiting Conditions:

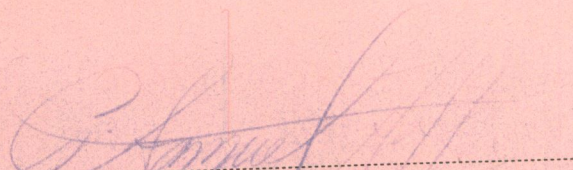
This certificate supersedes
certificate issued

Approved:

9/8/98 

(Date)

Inspector


Inspector of Buildings

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



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

19980049

I. D. Number

Custom Built Homes of Maine

Applicant

27 Main St, Windham, ME 04062

Applicant's Mailing Address

5/20/98

Application Date

Buca Run Lot #2

Project Name/Description

Consultant/Agent

892-3149

Applicant or Agent Daytime Telephone, Fax

76 Buca Run

Address of Proposed Site

336-H-052

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

approved subject to site plan review addendum conditions of approval:

All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.

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

Your new street address is now 76 Buca Run, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.

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

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

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

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

The building contractor shall check the subdivision recording plat for pre-determined first floor elevation and establish the first floor elevation (FFE) and sill elevation (SE) to be set above the finish street/curb elevation to allow for positive drainage away from entire footprint of building.

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

A drainage plan shall be submitted to and approved by Development Review Coordinator showing first floor elevation (FFE), sill elevation (SE), finish street/curb elevation, lot grading, existing and proposed contours, drainage patterns and paths, drainage swales, grades at or near abutting property lines, erosion control devices and locations and outlets for drainage from the property.

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

Eroded soil shall be contained on site.

The backyard shall be graded to provide positive drainage from lot 2 towards lot 3 within the 25' private drainage easement.

Planning Conditions of Approval

Inspections Conditions of Approval



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Code Enforcement

FROM: Jim Wendel, Development Review Coordinator

DATE: September 4, 1998

SUBJECT: Certificate of Occupancy
76 Buca Run (Lot 2)

On September 4, 1998 a site visit was made to review the completion of the requirements of the site plan approval dated 6-2-98. My comments are:

It is my opinion that all of the conditions of site plan approval have been satisfactorily completed and a **permanent Certificate of Occupancy can be issued** assuming Code Enforcement has no outstanding issues.

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

**Building or Use Permit Application
Detached Single Family Dwelling**

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

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

| | |
|--|---|
| Location/Address of Construction: <u>Lot 2 Buca Run, 76 Buca Run Lot 2</u> | |
| Total Square Footage of Proposed Structure <u>1467</u> | Square Footage of Lot <u>10099</u> |
| Tax Assessor's Chart, Block & Lot Number Chart# <u>336</u> Block# <u>H</u> Lot# <u>52</u> | Owner: <u>Diversified Properties 465 Forest Ave. Portland ME 04101</u> Telephone#: <u>892-3149</u> |
| Owner's Address: <u>27 Main St. Windham 04062</u> | Lessee/Buyer's Name (If Applicable) <u>Custom Built Homes of ME</u> Cost Of Work: <u>\$77,000</u> |

Proposed Project Description:(Please be as specific as possible)

Construct a new single family dwelling

Contractor's Name, Address & Telephone

Custom Bldg Homes of ME, Inc. 27 Main St. Windham ME 04062

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation. (207) 892-3149

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

You must include the following with you application:

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

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

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

4) Building Plans (Sample Attached)

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

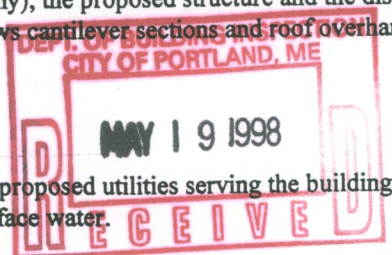
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such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

Certification

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

| | |
|--|----------------------|
| Signature of applicant: <u>[Signature]</u> | Date: <u>5/19/98</u> |
|--|----------------------|

Site Review Fee: \$150.00/Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.



Handwritten note:
405 Bldg
50 site
100 Eng/Pl
\$555

Diversified Properties, Inc.

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

February 27, 1998

Ronald Smith
Custom Built Homes of Me., Inc.
27 Main Street
Windham, ME 04062

RE: Buca Run

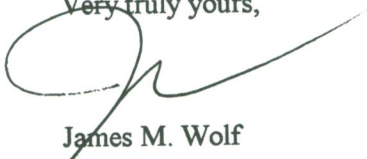
Dear Ron:

Pursuant to our meeting we have agreed to the following payment structure for lots on Buca Run.

1. ~~XXXXXX~~ sale price payable on or before April 15, 1998 for 3 lots.
2. ~~XXXXXX~~ sale price payable on or before June 15, 1998 for 3 lots.
3. Custom Built will credit Diversified Properties, Inc. ~~XXXXXX~~ +/- towards construction for 2 lots. Construction to begin on or about April 15, 1998.
4. Custom Built will credit Diversified Properties, Inc. ~~XXXXXX~~ +/- towards construction for 2 lots. Construction to begin on or about June 15, 1998.
5. Diversified Properties, Inc. will hire A. H. Grover to construct Buca Run based upon the enclosed schedule.

Please review and confirm we each have the same understanding.

Very truly yours,



James M. Wolf

JMW/jmy
Enclosures

FAXED
2/27/98

Buca Run #2
767

STATUTORY WARRANTY DEED

COPY

DIVERSIFIED PROPERTIES, INC., a Maine corporation with a mailing address of P.O. Box 10127, Portland, Maine 04104

For Consideration Paid, GRANTS with WARRANTY COVENANTS TO:

CUSTOM BUILT HOMES OF MAINE, INC., a Maine corporation with a mailing address of 27 Main Street, Windham, Maine 04062

A certain lot or parcel of land situated on Buca Run in the City of Portland, County of Cumberland and State of Maine, and being Lot 2, Lot 10 and Lot 18 as shown on "Plan Showing a Portion of Woodfords Gardens Phase II Amended Recording Plat Buca Run", Portland, Maine prepared for Diversified Properties, Inc. by Land Use Consultants, Inc. amended March 10, 1998, as amended and recorded at the Cumberland County Registry of Deeds in Plan Book 198, Page 70.

Being a portion of the premises conveyed to the Grantor herein by deed of R.J. Grondin & Sons dated March 6, 1995 and recorded at said Registry of Deeds in Book 11842, Page 315.

This conveyance is SUBJECT to Notes 1 through 11 as shown on said plan.

Reference is made to Note #6 of the Buca Run Subdivision Recording Plat regarding restrictions on tree clearing, construction of buildings, filling, regrading or other obstructions in private drainage easements.

Reference is made to Note #5 of the Buca Run Subdivision Recording Plat that includes minimum building sill elevations and lower building elevation for each lot.

Reference is made to Note #2 relating to building windows as shown on said Plan.

Reference is made to Note #11 of the Buca Run Subdivision Recording Plat that includes the drainage easement as shown on Lots 1 through 6.

Lot 10 is SUBJECT to a private twenty (20) foot wide drainage easement along the southerly sideline of said lot and a private thirty (30) foot wide drainage easement, fifteen (15) feet of which is along the easterly sideline of said lot, all as shown on said Plan.

Lot 18 is SUBJECT to a private thirty (30) foot wide drainage easement, fifteen (15) feet more or less of which is along the easterly sideline of said lot as shown on said Plan.

Also hereby conveying all rights, easements, privileges and appurtenances belonging to the premises hereinbefore described.

All real estate taxes payable to the City of Portland shall be prorated as of the date of closing.

IN WITNESS WHEREOF, said DIVERSIFIED PROPERTIES, INC. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Lloyd B. Wolf, its President thereunto duly authorized this _____ day of _____, 1998.

DIVERSIFIED PROPERTIES, INC.

By: _____
Its President

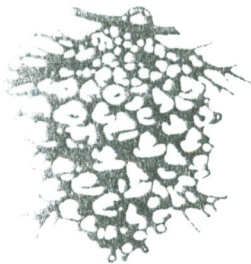
STATE OF MAINE
CUMBERLAND, SS.

, 1998

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

Before me,

Attorney at Law/Notary Public



CUSTOM BUILT HOMES
OF MAINE, INC.

27 Main Street
Windham, Maine 04062
(207) 892-3149
Fax: (207) 892-1383
E-mail: cbhm@gwi.net

Home Building Contract

Agreement, by and between CUSTOM BUILT HOMES OF MAINE, INC.
(hereinafter referred to as Seller), and

Richard J. & Judith A. Ryerson

(hereinafter collectively referred to as Purchaser)

1. Seller agrees to sell the lot described in the Customer Preconstruction Worksheet attached hereto and incorporated herein and to construct on said lot a dwelling as described therein and Purchaser agrees to buy and accept same. Seller warrants that it holds good and marketable title to said lot, free and clear of all encumbrances and that said lot is buildable within the framework of State and Federal statutes, State regulations, local ordinances, and good building practices. Seller agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for construction of the project in accordance with the basic plans and specifications identified in the Customer Preconstruction Worksheet and any modifications thereto identified in the Customer Preconstruction Worksheet. Seller reserves the right, without notice, to substitute for the materials described in the specifications, materials of equal or better quality. Materials delivered but not incorporated into the dwelling shall remain the property of the Seller and may be removed at any time by Seller.

2. Subject to the adjustments hereinafter described, Purchaser agrees to pay and Seller agrees to accept in full payment for the performance of this contract the amount of \$ ~~107,750.00~~ ^{112,761.00}, payable as follows:

A. \$ 500.00, down payment on the signing of this agreement.

B. \$ 0, Upon completion of the foundation.

C. \$ 0, Upon commencement of the construction of exterior shell of the house.

D. \$ ~~107,750.00~~ ^{112,761.00}, When the contract is completed and prior to taking possession.

E. In addition to the contract sum, Purchaser shall be responsible for any ledge excavation and any fill which must be brought to the site. Purchaser agrees to make any such payment upon completion of the foundation.

F. If the site is not accessible, Purchaser agrees to bear all costs to bring materials from the nearest accessible point to the site. Purchaser agrees to make any such payment prior to taking possession.

G. If Purchaser fails to make any payment within 10 days after receiving notice that such payment is due, interest will accrue on said payment at a rate of 1½% per month until such payment is made, said interest to be paid at the time of making said late payment.

27

CUSTOM BUILT HOMES OF MAINE, INC.

3. In the event that Purchaser secures bank financing for all or a portion of the payment it is obligated to make hereunder, payment shall be made in accordance with the payment schedule prescribed by the lending institution, subject to approval of said schedule by the Seller. If Purchaser secures only partial financing, Purchaser shall be obligated to supplement the payments from the lending institution so as to meet the payment schedule set forth in section 2. Purchaser's obligations hereunder are not to be affected or modified by the terms of any bank financing secured by Purchaser unless Seller shall consent in writing.

4. Seller contemplates that construction shall begin within **30 days from the date of this agreement and shall be completed 60 days** after it begins. If for any reason outside of Seller's control, construction does not commence within 45 days from the date of this agreement, Purchaser shall be liable for any increase in materials or labor occasioned by said delay. Seller shall not be liable for failure to perform, or for delay in performing this agreement, for any cause beyond Seller's control including, but not limited to, strikes, lockouts, industrial disturbances, floods, accidents, fire and the elements, war, rebellion, civil strife, transportation, condition of ground, or acts of God.

5. In the event that seasonal weather conditions or other circumstances beyond Seller's control, make performance of certain part or parts of Seller's obligations impractical, Purchaser shall escrow with Norway Savings Bank, Windham, Maine an amount equal to the cost of said uncontrollably delayed work, and all other sums due under this Agreement shall be paid to Seller in accordance with the payment schedule set forth in section 2. The said escrow amount shall be limited to the specific delayed work on terms which Seller and Purchaser shall agree to in writing at the time of said escrow. In the event that Seller fails to in said performance, Norway Savings Bank shall be directed in said escrow agreement to deliver to Purchaser said escrowed amount upon such failure. In all events, Norway Savings Bank shall be released and held harmless with respect to any liability for any acts in good faith pursuant to said escrow agreement.

6. Any alteration or deviation from the plans and specifications identified in the Preconstruction Worksheet that results in a revision of the contract price will be executed only upon the parties entering into a written change order. Buyer shall pay any increases in the contract price as a result of a change order no later than the payment described in section 2 (d) above.

7. The closing shall occur on xxxxxxxx or within 5 days of issuance of an occupancy permit by the appropriate authority, whichever event shall occur later and it is agreed that at such closing Purchaser shall pay all sums due under contract. If the closing does not occur within said time, Purchaser shall pay to seller, in addition to all other sums due hereunder, the sum of One Hundred and Fifty Dollars a day for each day the closing is delayed. At the time of closing, a good and sufficient warranty deed showing marketable title shall be delivered to Purchaser. Said lot shall be conveyed subject to covenants, conditions, easements and restrictions of record, and shall further be subject to all applicable land use laws and regulations. Should title prove to be defective, Seller shall have reasonable time after due notice of such defect or defects to remedy the title and hereby agrees to use diligent efforts to

CUSTOM BUILT HOMES OF MAINE, INC.

cure any such defects. At the closing real estate taxes shall be prorated. Both parties shall pay their respective transfer taxes as required by the laws of the State of Maine.

8. Seller warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. Seller shall not be liable for consequential or special damages and the liability of Seller on any claim arising in connection with this contract shall not exceed the price of that part of the contract involved in the claim, and the foregoing shall be the sole remedy of the Purchaser. EXCEPT AS SPECIFICALLY STATED HEREIN SELLER MAKES NO WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Purchaser acknowledges that the presence of radon gas in a home, whether from the ground, from the private water supply or from any other source, may pose certain health risks. Seller makes absolutely no warranty, and undertakes no liability with respect to the same, or with respect to any other aspect of the domestic water supply and agree to have all wells meet State of Maine well drilling standards.

A. Seller makes no warranty and undertakes no liability with respect to the domestic water supply, City water pressure and quality of water in drilled wells. Water quality is the sole responsibility of the Purchaser.

10. Maine law (10 M.R.S.A 1411 § et seq.) establishes minimum energy efficient standards for new residential buildings and additions to existing buildings. The work which Seller will perform will (circle one) ~~meet~~ exceed those standards.

11. Seller may suspend work or terminate this agreement upon ten days written notice to the Purchaser for any of the following reasons:

A. If an order of any court or other public authority causes the work to be stopped or suspended for a period of ninety days through no act or fault of the Seller or his employees.

B. If the Purchaser fails to make any payment specified in section 2 within 15 days of receiving written notice that such payment is due.

C. If Purchaser falsifies any warranty or statement herein or any statement to a lending institution in connection with financing for this contract; dies; becomes insolvent or seeks the protection of the bankruptcy court; makes an assignment for the benefit of creditors; or liens, encumbers or in any way jeopardizes the safety or security of Seller's investment.

Upon termination of this agreement by Seller, Seller shall be entitled to pursue all its remedies in law and equity and shall specifically be entitled at its option to complete construction of the premises, to another purchaser, and to collect from Purchaser any losses occasioned by Purchaser's default. Seller at their option, may cancel contract at anytime by

CUSTOM BUILT HOMES OF MAINE, INC.

paying back the Buyer all their direct cost to date plus \$1.00 in the event of irreconcilable differences.

12. To the extent that any claim, issue or dispute is not covered by any conflicting provision or any valid home owner's warranty insurance policy, all claims or disputes between the Seller and Purchaser arising out of or related to this Agreement and the terms and conditions hereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force, unless the parties shall otherwise agree.

13. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any person unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial. The Agreement herein among the parties or any other written agreement or arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

13A. This Agreement may not be assigned by the Purchaser without the prior written consent of the seller.

14. This contract and the Residential Construction Worksheet attached hereto completely express the obligations of the parties, and this contract is entered into by each party after opportunity for investigation, neither party relying on any statements or representations made by the other not contained in this contract. This contract can be modified only by written agreement of both parties.

15A. This contract is subject to approval of final plans and specifications by the Seller and the Purchaser.

15B. All work and/or items provided by the Purchaser are not covered under any home warranty.

15C. All work performed by the Purchaser shall be done with out deviation to the Seller's schedule.

16. Once a letter of commitment has been issued by the Purchasers lending institution which is acceptable to both parties, it is the sole responsibility of the Purchaser to close on the home as set forth in this contract. Any changes in the interest rates or changes in the Purchasers personal liabilities which effect the Sellers ability to close on the home are the

CUSTOM BUILT HOMES OF MAINE, INC.

Purchasers sole responsibility.

17. By signing this contract the Purchaser agrees that they have read and understood the Performances Standards attached hereto.

18. Home to be built on parcel of land located at Lot 2 Buca Run, Portland, ME 04103.

19. Home is covered by a 10 Year Warranty, to be paid for by Seller.

20. All work being completed by homeowner must match CBHM, I time frame or penalty will be charged.
Dated this 16th day of April, 1998.

Handwritten initials/signature

CABINET ALLOWANCE \$350
Light Fixtures \$500
Flooring at 13.00/sq \$2100.

owner to paint @
mudrooms + kitchen
NO PRE CAST STAIRS - IN FRONT
GWS HW Baseboard vs. oil

CUSTOM BUILT HOMES OF MAINE, INC.

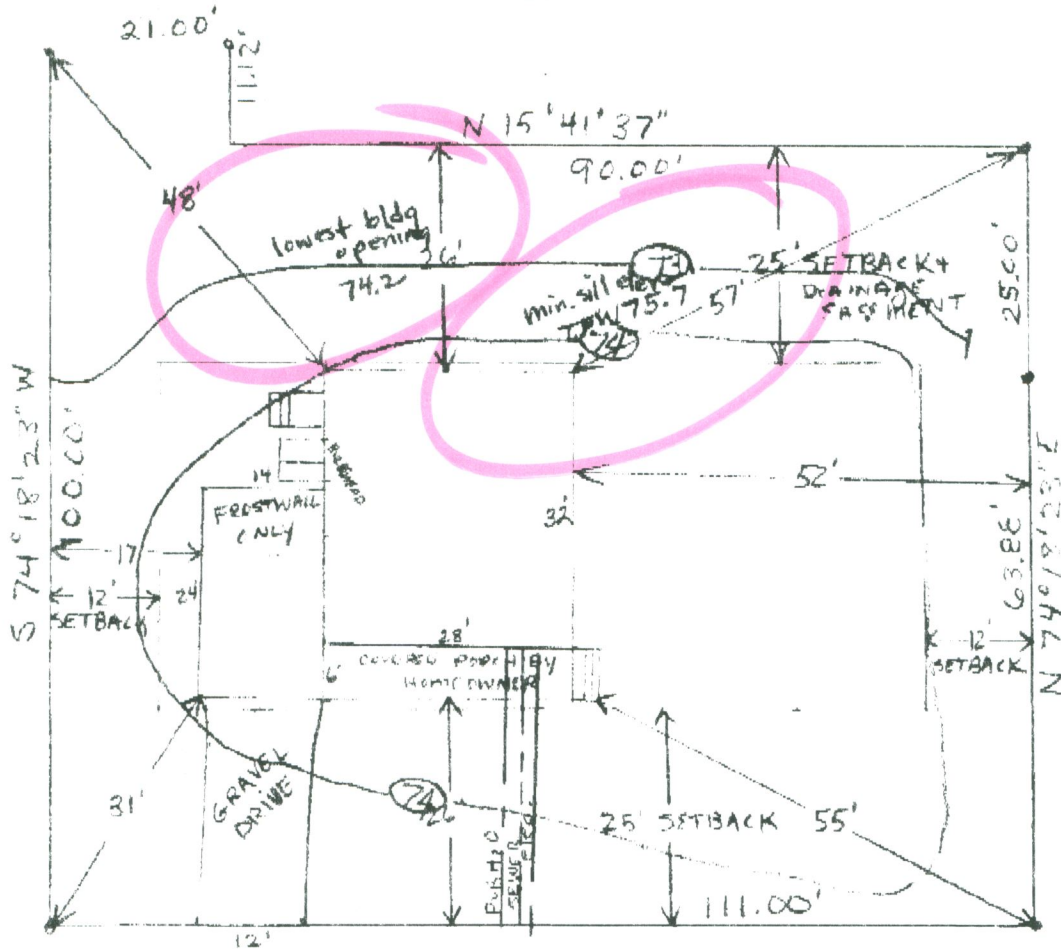
By: [Signature]
Its: President

Buyers:

[Signature]
Printed Name: Richard Ryerson
Social Security Number 002-36-515F

[Signature]
Printed Name: Judith H Ryerson
Social Security Number 006-38-4699

ATTN: Marge 874-8716
from Ted ph. 892-3149



BUCA RUN

LOT 2 BUCA RUN
10,099 *

Received
6/10/98

SETBACKS: FRONT + REAR - 25'
SIDES - 12'
R-2 zone.

1" = 20'

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

19980049

I. D. Number

Custom Built

Applicant

27 Main St, V

Applicant's M

*Mary
Mresik*

76

5/20/98

Application Date

Buca Run Lot #2

Project Name/Description

Consultant/Ar

892-3149

Applicant or Agent Daytime Telephone, Fax

Buca Run

Address of Proposed Site

336-H-052

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):

Office Retail Manufacturing New Building Warehouse/Distribution Building Addition Change Of Use Residential

1,467 Sq Ft

10,099 Sq Ft

Proposed Building square Feet or # of Units

Acreage of Site

Check Review Required:

Site Plan (major/minor) Subdivision # of lots _____ 14-403 Streets Review
 Flood Hazard Shoreland DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

*The Buca
Run*

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$100.00 Date: 5/19/98

DRC Approval Status:

Reviewer Jim Wendel

Approved Approved w/Conditions see attached Denied

Approval Date 6/2/98 Approval Expiration 6/2/99 Extension to _____ Additional Sheets Attached

Condition Compliance Jim Wendel 6/2/98
signature date

Performance Guarantee Required* Not Required

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

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

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

19980049

I. D. Number

Custom Built Homes of Maine

Applicant
27 Main St, Windham, ME 04062
Applicant's Mailing Address

5/20/98

Application Date
Buca Run Lot #2
Project Name/Description

Consultant/Agent
892-3149
Applicant or Agent Daytime Telephone, Fax

76 Buca Run
Address of Proposed Site
336-H-052
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 Other (specify) garage frost wall only
1,467 Sq Ft 10,099 Sq Ft R-2
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$100.00 Date: 5/19/98

Inspections Approval Status:

Reviewer Marge Schmuckal

Approved Approved w/Conditions see attached Denied
Approval Date 6/8/98 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

Performance Guarantee Accepted _____ date _____ amount _____ expiration date
 Inspection Fee Paid _____ date _____ amount
 Building Permit Issued _____ date
 Performance Guarantee Reduced _____ date _____ remaining balance _____ signature
 Temporary Certificate of Occupancy _____ date Conditions (See Attached)
 Final Inspection _____ date _____ signature
 Certificate Of Occupancy _____ date
 Performance Guarantee Released _____ date _____ signature
 Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date
 Defect Guarantee Released

Applicant: Ted-Custom built homes Date: 6/8/98
Address: 76 BUCA Run (lot #2) C-B-L: 336-H-52

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work -

28x32 with 6x28 front porch
construct single family dwelling and frost wall
only for attached garage

Sewage Disposal - city

Lot Street Frontage - 50' req - 111' shown

Front Yard - 25' req - 26' shown

Rear Yard - 25' req - 26' shown

Side Yard - 12' req - 17' 1/2 52' shown

Projections - ~~bulk h~~ bulk h

Width of Lot - 80' req - 111' shown

Height - 1/2 story shown (2nd floor is no more than 2/3 that of 1st floor as shown)

Lot Area - 10,000^{sq} - 10,099^{sq}

Lot Coverage/ Impervious Surface - 20%

Area per Family -

Off-street Parking -

Loading Bays - N/A

Site Plan - minor/mod

Shoreland Zoning/ Stream Protection -

Flood Plains -

lot #2 sill el. 75.7
lowest Bldg OPNG 74.2

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

Valuation: \$77,000.00 Plan Review # 98099
 Fee: 405.00 Date: 11 June 98

Building Location: 76 Buca Run lot #2 CBL: 336-H-052

Building Description: Single family dwelling 28'x32'

Reviewed by: S. Hoffses

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

| Correction List | | |
|-----------------|--|------------------|
| NO: | Description | Code Section |
| 1. | All Site Plan Requirements must be completed before a certificate of occupancy will or can be issued. | 111.0 |
| 2. | Foundation Inspection | see Report |
| 3. | IF The Future garage is placed Foundation is placed IT must be protected from damage until Garage built. | |
| 4. | Chimney & Vents | NFPA 211 |
| 5. | Guardrails & handrails | 1021. 1022. |
| 6. | Sleeping room egress window | 1010.4 |
| 7. | Building Elements Fastening | 2305.2 |
| 8. | Cutting, Notching and drilling | 2305.1 2305.3 |
| 9. | Glass & glazing | 24.00 |
| 10. | Water-dampproofing | 1813. |

Foundations (Chapter 18)

Wood Foundation (1808)

yes Design *Bruce MacLeod #5422 P.E.*
 Installation

Footings (1807.0)

OK Depth below (outside) grade 4' minimum;
but below frost line except for insulated footings.
N/A Insulated footing provided
2500PSF Soil bearing value (table 1804.3)
OK Footing width
✓ Concrete footing (1810.0) .3.1, 3.2
 Footing / #4 x 24' Footing dowels @ 48" OC.

Foundation Walls

✓ Design (1812.1)
8" Minimum thickness Tables 1812.3.2.(1) & 1812.3.2 (2)
✓ Water proofing and damp proofing Section 1813
✓ Sill plate (2305.17)
✓ Anchorage bolting in concrete (2305.17)
✓ Columns (1912)
N/A Crawl space (1210.2) Ventilation
N/A Crawl opening size (1210.2.1)

Floors (Chapter 16-23)

2x10 Joists - Non sleeping area LL40PSF (Table - 1606)
2x10 Joists - Sleeping area LL30PSF (Table - 1606)
✓ Grade
16 Spacing
13' Span
3-2x12" Girder 4" bearing 2305

Floors (contd.)

- Bearing (1 1/2" minimum on wood or steel 3" on masonry) and lapped (3")
- Center Bridging (2305.16)
- See repr Boring and notching (2305.5.1)
- Cutting and notching (2305.3)
- Fastening table (2305.2)
- N/A Floor trusses (AFPANDS Chapter 35)
- Draft stopping (721.7)
- OK Framing of openings (2305.11) (2305.12)
- 3/4" T&G Flooring - (2304.4) 1" solid - 1/2" particle board
- 4" Concrete floors (1905) 3 1/2" 6 mil polyethylene vapor retarder
- Read plans

Wall Construction (Chapter 2300)

- # 5422 PE
- 2x6 Design (1609) wind loads
- Load requirements
- Grade
- see repr Fastening schedule (Table 2305.2)
- 2x6 Wall framing (2305.4.1)
- Double top plate (2305.4.2)
- Bottom plates: (2305.4.3)
- see repr Notching and boring: (2305.4.4) studs
- Non load bearing walls (2305.5)
- Notching and boring (2305.5.1)
- Wind bracing (2305.7)
- Wall bracing required (2305.8.1)
- 2x4 Stud walls (2305.8.3) intention
- 7/16" OSB Sheathing installation (2305.8.4)
- 7/16 Minimum thickness of wall sheathing (Table 2305.13)
- 1/2 Metal construction
- N/A Masonry construction (Chapter 21)
- vinyl Exterior wall covering (Chapter 14)
- OK Performance requirements (1403)
- vinyl Materials (1404)
- N/A Veneers (1405)
- gypsum Interior finishes (Chapter 8)

Roof-Ceiling Construction (Chapter 23)

P.E. # 5422

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

Roof Coverings (Chapter 15)

- yes Approved materials (1404.1)
- 6 Performance requirement (1505)
- Fire classification (1506)
- Asphalt Material and installation requirements (1507)
- N/A Roof structures (1510.0)
- Asphalt Type of covering (1507)

**Chimneys and Fireplaces
BOCA Mechanical/1993**

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

**Mechanical
1993 BOCA Mechanical Code**

State Plumbing Code

Chapter #13

Load Design Criteria *RE. # 5422*

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

Glazing (Chapter 24)

See report

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

Private Garages (Chapter 4)
*NOT AT THIS TIME,
FUTURE.*

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

Egress (Chapter 10)

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

Smoke Detectors (920.3.2)

- See report Location and interconnection
- Power source

Dwelling Unit Separation
Table 602