



# Certificate of Occupancy

LOCATION 488 Allen Ave (492) CBL 376 A019001

Issued to Dean Leslie/Maine Structures Corp.

Date of Issue 06/29/2010

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. 09-1181, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Single Family Home  
Use Group R3  
Type 5B  
IRC 2003

Limiting Conditions:

This certificate supersedes  
certificate issued

Approved:

(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 lease for one dollar.

Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

BUILDING DEPARTMENT

PERMIT ISSUED

Permit Number: 091181

NOV 12 2009

Please Read Application And Notes, If Any, Attached

This is to certify that Leslie Dean/Maine Structures Co.  
has permission to Build new single family 2,040 square foot home with one car attached garage.  
AT 488 Allen Ave (492) City of Portland  
CP 376 A019001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is set-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

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

*Thomas M. Mackley* 11/12/09  
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



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

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

<b>Permit No:</b> 09-1181	<b>Date Applied For:</b> 10/27/2009	<b>CBL:</b> 376 A019001
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<b>Location of Construction:</b> 488 Allen Ave (492)	<b>Owner Name:</b> Dean Leslie	<b>Owner Address:</b> 502 Allen Ave	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Maine Structures Corp.	<b>Contractor Address:</b> 11 Bartlett Road Gorham	<b>Phone:</b> (207) 856-1817
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Build new single family 2,040 square foot home with one car attached garage.	<b>Proposed Project Description:</b> Build new single family 2,040 square foot home with one car attached garage.
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<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Ann Machado	<b>Approval Date:</b> 11/06/2009
<b>Note:</b> Lot split was approved under siteplan 2006-0058.			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> <li>1) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed structure, it may be required to be located by a surveyor.</li> <li>2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.</li> <li>3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.</li> </ol>			

<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Tom Markley	<b>Approval Date:</b> 11/12/2009
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> <li>1) A carbom monoxide(CO) detector shall be installed in each area within or given access to bedrooms. That detection must be powered by the electrical service in the building and battery.</li> <li>2) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.</li> <li>3) The design load spec sheets for any engineered beam(s) / Trusses must be submitted to this office.</li> <li>4) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.</li> <li>5) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.</li> </ol>			

<b>Dept:</b> DRC	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Philip DiPierro	<b>Approval Date:</b> 11/06/2009
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> <li>1) Erosion and Sedimentation control shall be established and inspected by the Development Review Coordinator prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines. All Erosion and Sedimentation control measures must be inspected and maintained daily.</li> <li>2) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.</li> <li>3) As-built record information for sewer and stormwater service connections must be submitted to Public Services Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.</li> <li>4) 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.)</li> <li>5) 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.</li> </ol>			

<b>Location of Construction:</b> 488 Allen Ave (492)	<b>Owner Name:</b> Dean Leslie	<b>Owner Address:</b> 502 Allen Ave	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Maine Structures Corp.	<b>Contractor Address:</b> 11 Bartlett Road Gorham	<b>Phone</b> (207) 856-1817
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

- 6) 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.
- 7) 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.
- 8) 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.
- 9) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

**Comments:**

11/2/2009-amachado: Completed my review. The siteplan shows a 4' x 12' rear deck; the building plans don't. There is only one parking space beyond the 25' front setback. Emailed Phil. Waiting for him to complete his review.

11/5/2009-amachado: Left vcm for Frank Grondidn, contractor. Site plan shows a 4' x 12' deck, building plans don't. Need a second parking space beyond the 25' front setback.

11/5/2009-amachado: Returned call to Jim Seymour at Sebago Technics. Left vcm. Explained that needed two parking spaces beyond the fornt yard setback & asked about the 4' x 12' deck.

11/6/2009-amachado: Received revised siteplan from Frank Grondidn.

CHECK-LIST AGAINST ZONING ORDINANCE

Permit # 09-1151

C-B-L: 376-A-14

Date: 11/2/09

Address: 488 Alva (4th)

Applicant: Dem Leslie

Date - new

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - build new single family home, 2.5 beds, one car garage

Sewage Disposal - City

Lot Street Frontage - 50' min - 110.11' given

Front Yard - 25' min - 25' from garage (scaled)

Rear Yard - 25' min - 25' to back deck (scaled) \* 29.5 to house - scaled - no deck

Side Yard - 3.5' min - 14.31' given on right side \* 11.65' scaled on left

Projections - 4' x 30' max, no deck

Width of Lot - 65' min - 70.5' scaled

Height - 35' max - 24.5' scaled

Lot Area - 6500 sq ft min. - 7150 sq ft from 5.1 kplan 2006 - OTRP

Lot Coverage/Impervious Surface - 35% = 2503.75

Area per Family - 600 sq ft

14x24 = 336  
20x24 = 480  
13x20 = 260  
4.5x4 = 18  
4x20 = 80  
1230

\* Off-street Parking - 2 spaces required - 15' x 30' space

Loading Bays - 1/4 ft

Site Plan - MWR/MSW 2009 - 0116

Shoreland Zoning/Stream Protection - 1/4 ft

Flood Plains - panel 2 - 200X

\* revised site plan 11/6/09

#09 1181

SITE 2009 0096



### General Building Permit Application

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

Location/Address of Construction: <u>488 (492) 502 ALLEN AVENUE PORTLAND, ME 04103</u>		
Total Square Footage of Proposed Structure/Area <u>2,040 S.F.</u>	Square Footage of Lot <u>7,150 S.F.</u>	Number of Stories <u>2 Stories</u>
Tax Assessor's Chart, Block & Lot Chart# <u>376</u> Block# <u>A</u> Lot# <u>19</u>	Applicant *must be owner, Lessee or Buyer* Name <u>MAINLAND STRUCTURES CORP</u> Address <u>11A BARTLETT RD</u> City, State & Zip <u>GORHAM, ME 04038</u>	Telephone: <u>(207) 856 -1817</u>
*NOT PARCEL OF 502 ALLEN AVE Lessee/DBA (If Applicable) <b>RECEIVED</b> <b>OCT 26 2009</b> <b>Dept. of Building Inspections</b> <b>City of Portland Maine</b>	Owner (if different from Applicant) Name <u>DEAN LESLIE</u> Address <u>7 FARMHOUSE LANE</u> City, State & Zip <u>PORTLAND, ME 04103</u>	Cost Of Work: \$ <u>130,000.00</u> Bid Fee <u>130.</u> C of O Fee: \$ <u>75.</u> SITE <u>300.</u> Total Fee: \$ <u>1,695.00</u>
Current legal use (i.e. single family) <u>RAW LAND</u> Number of Residential Units <u>10</u> If vacant, what was the previous use? <u>OUT PARCEL FROM EXISTING FARMHOUSE</u> Proposed Specific use: <u>NEW SINGLE FAMILY RESIDENTIAL DWELLING</u> Is property part of a subdivision? <u>YES - AMENDED SUBDIVISION</u> If yes, please name <u>NORTHGATE FARMS ON ALLEN AVENUE</u> Project description: <u>CONSTRUCTION OF NEW SINGLE FAMILY RESIDENCE</u> <u>3 BEDROOMS 2 1/2 BATHS</u> <u>1 car Garage - not included in sq.ft</u> <u>no deck</u>		
Contractor's name: <u>MAINLAND STRUCTURES CORP</u> Address: <u>11A BARTLETT RD</u> City, State & Zip <u>GORHAM, ME 04038</u> Telephone: <u>252 - 5814</u> Who should we contact when the permit is ready: <u>FRANK GRONDAIN</u> <u>call</u> Telephone: <u>252 - 5814</u> Mailing address: <u>11A BARTLETT ROAD GORHAM, ME 04038</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

Signature: [Signature] Date: 10/23/09

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

**BUILDING PERMIT INSPECTION PROCEDURES**

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

**to schedule your inspections as agreed upon**

**Permits expire in 6 months, if the project is not started or ceases for 6 months.**

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**

**A Pre-construction Meeting will take place upon receipt of your building permit.**

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

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

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

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

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

\_\_\_\_\_  
Signature of Applicant/Designee

  11/12/09    
Date

  Thomas M. Markley    
Signature of Inspections Official

  11/12/09    
Date



**Ann Machado - New Single family - siteplan 2009-0076**

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**From:** Ann Machado  
**To:** Philip DiPierro  
**Date:** 11/2/2009 2:48 PM  
**Subject:** New Single family - siteplan 2009-0076

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Phil -

I left you a voicemail earlier. The new single family home on Allen Ave. (2009-0076) should be 488 Allen Ave, CBL 376 A019001.

I have completed my initial review. I have two issues. The siteplan shows a 4' x 12' deck on the rear but the building plans don't. There is only one parking space (the garage) beyond the 25' front setback.

Let me know when you have completed your review.

Thanks,

Ann

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

2009-0076  
Application I. D. Number

**Mainland Structures Corp**  
Applicant  
**11A Bartlett Road, Gorham, ME 04038**  
Applicant's Mailing Address

10/27/2009  
Application Date  
**502 Allen Avenue**  
Project Name/Description

Consultant/Agent  
**Agent Ph:** \_\_\_\_\_ **Agent Fax:** \_\_\_\_\_  
Applicant or Agent Daytime Telephone, Fax

<sup>48</sup>  
**502-502 Allen Ave, Portland, Maine**  
Address of Proposed Site  
~~376-4009001~~ 376 4019 001  
Assessor's Reference: Chart-Block-Lot

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

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

**Check Review Required:**

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

Fees Paid: Site Plan \$50.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 10/27/2009

**Building Approval Status:** Reviewer \_\_\_\_\_

Approved  Approved w/Conditions See Attached  Denied

Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

**Performance Guarantee**  Required\*  Not Required

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

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

PURCHASE AND SALE AGREEMENT - LAND ONLY

Oct 21, 2009

Oct 22, 2009 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Gordon Dean Leslie Holly Leslie (Buyer) and Judith Novoy & John Ransom (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 the Municipality of Portland, County of Cumberland State of Maine, located at 377 Allen Ave DE and described in deed(s) recorded at said County's Registry of Deeds Book(s) 1654S, Page(s) 22/29 26958 W

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 60,000. Buyer has delivered; or will deliver to the Agency within N/A days of the date of this offer, a deposit of earnest money in the amount \$ 100.00. 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 \$ 0 will be delivered N/A. 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 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: Judith Novoy (Agency) shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 21, 2009 (date) 5 PM AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 1, 2010 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of 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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above:

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

11. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing: \$200,000 for land and building

a. This Agreement is subject to Buyer obtaining a CONV loan of see below % of the purchase price, at an interest rate not to exceed 7.5 % and amortized over a period of 30 years.

b. 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.

c. Buyer to provide Seller with loan commitment letter from lender within 60 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.

d. 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.

e. 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.

f. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

g. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum  Yes  No.

h. 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:

NONE Licensee of OWNER SALE Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

NONE Licensee of OWNER SALE 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.

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: Seller to allow buyer to construct new dwelling on subject property. Seller to finance sales price of approx. 60,000 at 0% (zero) interest while dwelling is being built. Buyer to obtain financing for enclosing for 2 new home to be built on lot.

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 7 FARMHOUSE LANE Portland, ME 04103

Senator A. Lee 10/22/09 Hally B. Lisle 10/22/09  
 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 502 Allen Ave Portland Me 04103

Judy May 10/22/09 \_\_\_\_\_ \_\_\_\_\_  
 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 \_\_\_\_\_



**WARRANTY DEED**  
Maine Statutory Short Form

**Know All by these Presents,**

That I, **John C. Ransom**, of Eugene, Oregon, for consideration paid, grant to:

**Judith A. Novey**

of Portland, State of Maine, whose mailing address is: 502 Allen Avenue, Portland, Maine 04103 with warranty covenants, the land in Portland, County of Cumberland, and State of Maine, described as follows:

A certain lot or parcel of land, together with any buildings and improvements thereon, situated in the City of Portland, County of Cumberland, and State of Maine being more particularly described in Exhibit A attached hereto and made a part hereof.

Witness our hands and seals this 1 day of June, 2009.

Signed, Sealed and Delivered  
in the presence of

*Ann E. Henry*.....

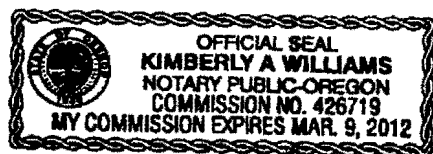
*John C. Ransom*.....  
**John C. Ransom**

State of Oregon  
County of Clatsop

ss

June 2, 2009

Then personally appeared before me the above named John C. Ransom acknowledged the foregoing instrument to be his free act and deed.



*Kimberly A. Williams*  
Attorney at Law/Notary Public  
Printed Name: Kimberly A. Williams

MAINE REAL ESTATE TAX PAID

Doc#: 31291 Bk:26958 Pg: 130

**EXHIBIT A**

A certain lot or parcel of land, with the buildings thereon, situated on the northwesterly side of Allen Avenue in the City of Portland, County of Cumberland and State of Maine, being the lot designated "Lot Area 7,150 S.F." on Plan entitled "Boundary Survey and Plan Amendment for John Ransom & Judy Novey, prepared for John Ransom", by Northeast Civil Solutions dated March 16, 2006 and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 347.

Subject to a 10 foot wide utility easement being shown on said Plan entitled "Boundary Survey and Plan Amendment for John Ransom & Judy Novey, prepared for John Ransom", by Northeast Civil Solutions dated March 16, 2006 and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 347 and as conveyed by John Ransom to Judith A. Novey dated August 24, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25430, Page 293.

Being the same premises conveyed by warranty deed from John Ransom, also known as John C. Ransom and Judith A. Novey to John C. Ransom and Judith A. Novey dated August 24, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25430, Page 291.

Received  
Recorded Register of Deeds  
Jun 04 2009 08:40:20A  
Cumberland County  
Pamela E. Lovley



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

**2006-0058**

Application I. D. Number

**3/17/2006**

Application Date

**Amendment to Plan - Northgate Farms**

Project Name/Description

**Ransom John &**

Applicant

**26 Harbor View Avenue, South Portland, ME 04106**

Applicant's Mailing Address

*check sign 3/22/06*

**502 - 502 Allen Ave, Portland, Maine**

Address of Proposed Site

**376 A009001**

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

**Applicant Ph: (207) 671-0310 Agent Fax:**

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) **Amendment to Plan**

**R3**

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

**Check Review Required:**

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

Fees Paid: Site Pla **\$500.00** Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date **3/22/2006**

**Zoning Approval Status:**

Reviewer Marge S. - Insp.

- Approved  Approved w/Conditions See Attached  Denied

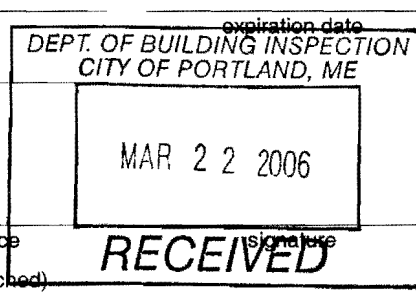
Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

**Performance Guarantee**  Required\*  Not Required

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

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



March 16, 2006

Sarah Hopkins  
Development Review Services Manager  
Department of Planning and Development  
Portland City Hall  
Portland, Maine 04101

Re: Subdivision Amendment – Northgate Farms

Dear Sarah,

Enclosed please find my application and plans for a proposed subdivision amendment of the Northgate Farms Subdivision. This project consists of a lot split of tax parcel 376-A-9, a 0.85 acre lot on Allen Avenue northeast of Washington Ave.

If approved, the new lot being created will substantially exceed both the minimum frontage and area requirements of the R-3 zone in which it is located and will provide a comfortable housing opportunity in this fast growing section of the city. At the same time the unique character and historical value of the old farmhouse and barn on the remaining property will be preserved.

Please don't hesitate to contact me if I can provide any additional information or if you have any questions or concerns.

Sincerely,



John Ransom



## City of Portland Site Plan Application

If you or the property owner owes real estate taxes, personal property taxes or user charges on any property within the City, payment arrangements must be made before permit applications can be received by the Inspections Division.

<b>Address of Proposed Development:</b>		<b>Zone: R-3</b>
<b>Total Square Footage of Proposed Structure:</b> N/A		<b>Square Footage of Lot:</b> 38,204
<b>Tax Assessor's Chart, Block &amp; Lot:</b> Chart#      Block#      Lot# 376            A            9		<b>Property owner's mailing address:</b> John Ransom 26 Harbor View Ave South Portland, ME 04106
		<b>Telephone #:</b> (207) 671-0310
<b>Consultant/Agent, mailing address, phone # &amp; contact person:</b> John Ransom Northeast Civil Solutions 153 US Route 1 Scarborough, ME 04074		<b>Applicant's name, mailing address, telephone #/Fax#/Pager#:</b> Same as property owner
		<b>Project name:</b> Plan Amendment Northgate Farms

<b>Fee For Service Deposit (all applications)</b> <input checked="" type="checkbox"/> (\$200.00)
<b>Proposed Development (check all that apply)</b>
<input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot <input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ + major site plan fee if applicable <input type="checkbox"/> Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot _____ ) <input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Storm water Quality (\$250.00) <input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot) <input type="checkbox"/> Other _____
<b>Major Development (more than 10,000 sq. ft.)</b>
<input type="checkbox"/> Under 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000.00) <input type="checkbox"/> Parking Lots over 100 spaces (\$1,000.00) <input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000.00) <input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000.00) <input type="checkbox"/> Over 300,000 sq. ft. (\$5,000.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)
<b>Minor Site Plan Review</b>
<input type="checkbox"/> Less than 10,000 sq. ft. (\$400.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)
<b>Plan Amendments</b>
<input type="checkbox"/> Planning Staff Review (\$250.00) <input checked="" type="checkbox"/> Planning Board Review (\$500.00)

~ Please see next page ~

Who billing will be sent to: (Company, Contact Person, Address, Phone #)  
John Ransom  
26 Harbor View Ave  
South Portland, ME 04106  
  
(207) 671-0310

- Submittals shall include (9) separate **folded** packets of the following:
- a. copy of application
  - b. cover letter stating the nature of the project
  - c. site plan containing the information found in the attached sample plans checklist
  - d. 1 set of 11 x 17 plans

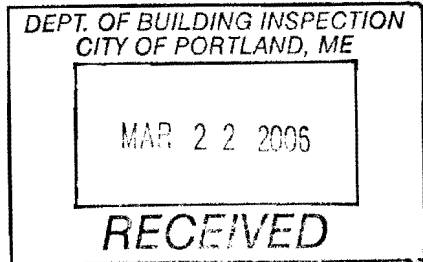
Amendment to Plans: **Amendment applications should include 6 separate packets of the above (a, b, & c)**  
ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process which is available on our web site: [portlandmaine.gov](http://portlandmaine.gov)

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 of applicant: <i>John Ransom</i>	Date: <i>3/17/2006</i>
---	---------------------------

**This application is for site review ONLY; a building Permit application and associated fees will be required prior to construction.**



**From:** Marge Schmuckal  
**To:** Sarah Hopkins  
**Date:** 3/31/2006 11:44:42 AM  
**Subject:** Amendment to Northgate Farms Subdivision

Sarah,  
I have reviewed the plans showing an additional lot carved off for this subdivision. The existing lot with the farm house and the newly proposed lot meet the R-3 zone requirements for street frontage, lot width, potential for setbacks and lot size.

This is not an approval for a specific house. That would be under a separate permit application.

Marge



**CITY OF PORTLAND, MAINE**

Department of Building Inspections

**Original Receipt**

11.25.2009

Received from Maintain Structure

Location of Work 483 Allen Ave

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

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

Total: 30

Building (L) \_\_\_\_\_  Plumbing (I5) \_\_\_\_\_  Electrical (I2) \_\_\_\_\_  Site Plan (U2) \_\_\_\_\_

Other \_\_\_\_\_

CBL: 376-A-15

Check #: 4242 Total Collected \$ 30

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

Taken by: [Signature]

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

Called + LM for Frank  
Grandin that he must  
call Carrie if wants  
to pick up permit or  
it will be mailed.  
This is Amendment!

Tom M  
12/15/08