

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

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

PERMIT ISSUED

Permit No: 04-1030	Issue Date: JUL 23 2004	CBL: 387 A023001
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Location of Construction: 25 Panoramic View St	Owner Name: Rand Miriam E Wid Wwii Vet	Owner Address: 25 Panoramic View St CITY OF PORTLAND	Phone:
Business Name:	Contractor Name: National Pool & Spa	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Swimming Pools	Zone: 2-2

Past Use: single family	Proposed Use: single family - install 24' round above ground swimming pool	Permit Fee: \$57.00	Cost of Work: \$3,899.00	CEO District: 5
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Proposed Project Description: install 24' round above ground swimming pool	FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied N/A	INSPECTION: Use Group: U Type: Pool BOCA 1999
	Signature:	Signature:

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied	Signature:	Date:

Permit Taken By: tmm	Date Applied For: 07/23/2004	<b>Zoning Approval</b>	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: 7/23/04</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: 7/23/04</p>
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**CERTIFICATION**

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

SIGNATURE OF APPLICANT \_\_\_\_\_ ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

# BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 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.

- Footing/Building Location Inspection: Prior to pouring concrete *See Plans*
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- 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]*  
Signature of Applicant/Designee

Date

*7/23/04*

*[Signature]*  
Signature of Inspections Official

Date

CBL: *387-A-23*

Building Permit #: *04-1030*

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

## BUILDING INSPECTION

Permit Number: 041030

Please Read Application And Notes, if Any, Attached

This is to certify that Rand Miriam E Wid Wwii V National Pool & Spa

has permission to install 24' round above ground swimming pool

AT 25 Panoramic View St

City 387 A023001

PERMIT ISSUED  
JUL 23 2004  
CITY OF PORTLAND

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 inspection must be given and when permission procured before this building or part thereof is occupied or otherwise used-in. **HEAVY NOTIFICATION REQUIRED.**

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

OTHER REQUIRED APPROVALS  
PERMIT ISSUED  
JUL 23 2004  
CITY OF PORTLAND  
Department Name

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

*[Signature]*  
7/23/04  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

**Current Owner Information**

Card Number	1 of 1
Parcel ID	387 A023001
Location	25 PANORAMIC VIEW ST
Land Use	SINGLE FAMILY
 Owner Address	 RAND MIRIAM E WID WJII VET 25 PANORAMIC VIEW DR PORTLAND ME 04103
 Book/Page	 387-A-23
Legal	CARON ST 52-58 PANORAMIC VW ST 21-27 10034 SF

**Valuation Information**

Land	Building	Total
\$32,450	\$115,710	\$148,160

**Property Information**

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
1973	Ranch	1	1946	0.23	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement
4	2		7	None	Full

**Outbuildings**

Type	Quantity	Year Built	Size	Grade	Condition
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**Sales Information**

Date	Type	Price	Book/Page
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**Picture and Sketch**

[Picture](#)                      [Sketch](#)

[Click here](#) to view Tax Roll Information.

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

**New Search!**

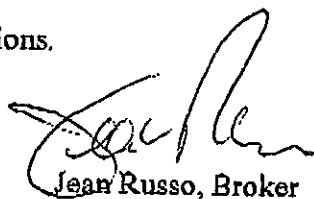


July 20, 2004

To: Inspections/Portland City Hall  
From: Jean Russo  
Re: Purchase of 25 Panoramic View Drive, Portland

This letter will verify that Edward & Mary Sue Tibbetts are scheduled to close on property at 25 Panoramic View Drive on Tuesday, July 27, 2004. The pool will be installed after that closing date.

Please call if you have any questions.



Jean Russo, Broker



500 Woodford St., Portland, Maine 04103  
Tel (207) 775-1991 FAX (207) 775-6451

PURCHASE AND SALE AGREEMENT

June 25, 2004

6/28 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Edward H. Tibbetts, Mary Sue Tibbetts (hereinafter called "Buyer") and Miriam E. Rand (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all [X] part of [ ] ; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 25 Panoramic View Drive and described in deed(s) recorded at said County's Registry of Deeds Book(s) 8326, Page(s) 281.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale except for the following: No exclusions

ME.R. Heater/Dryer ME.R. 6/28/04
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: None ME.R. 6/28/04

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: kitchen stove, refrigerator, woodstove - Self-cleaning oven not working
Seller represents that such items shall be operational at the time of closing, except: None ME.R. \$240,000

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ ME.R. 230,000.00
of which DEPOSIT \$ 5,000.00
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$
will be paid BALANCE DUE \$ 225,000.00

The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. ME.R. \$235,000.

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

6. EARNEST MONEY/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until June 25, 2004 (date) 5:00 AM [ ] AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. 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.

7. 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 July 30, 2004 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

8. 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. 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.

LEAD PAINT ADDENDUM

TO CONTRACT DATED June 25, 2004 BETWEEN Miriam E. Rand (hereinafter "Seller") AND Edward H. Tibbetts, Mary Sue Tibbetts (hereinafter "Buyer") FOR PROPERTY LOCATED AT 25 Panoramic View Drive, Portland, ME 04103

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- (c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

X Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

M. E. R. 6/28/04
Seller Miriam E. Rand Date

Edward H. Tibbetts 6-25-04
Buyer Edward H. Tibbetts Date

Edward B. Getty 6/25/04
Seller Date

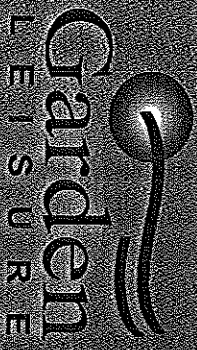
Mary Sue Tibbetts 6-25-04
Buyer Mary Sue Tibbetts Date

Agent Edward Getty 6/25/04 Date

Jean Russo 6-25-04
Agent Jean Russo Date

Maine Association of REALTORS® - 2004
HarborCity Realty, Inc. 500 Woodford Street, Portland ME 04103
Phone: (207) 775-1991 Fax: (207) 775-6451 Jean Russo

T455032.ZFX

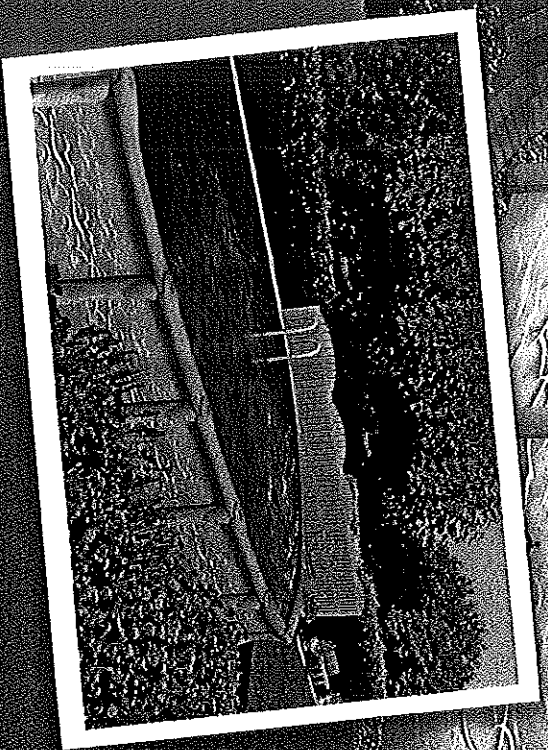


Garden  
LEISURE

The pool with a 100% corrosion-free  
blow-molded resin structure

# DISCOVERY<sup>TM</sup> LX

AVANTGARDE 52"



○ 12' 15' 18' 21' 24' 27'

○ 12' x 23' 15' x 30'

[www.gardenleisurepools.com](http://www.gardenleisurepools.com)



The pool with a 100% corrosion-free  
blow-molded resin structure

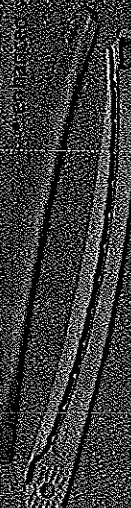
# DISCOVERY™ LX

## AVANTGARDE 52"

### TOP SEAT

Outer face

• Precise modular assembly  
• Integrated seat cap  
• Curved internal ribs adjustable to allow positioning



Inner face

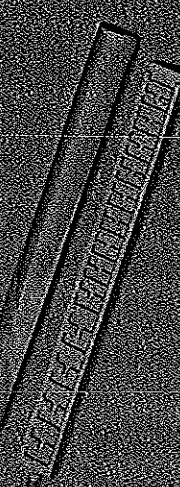
• Precise modular assembly  
• Integrated seat cap  
• Curved internal ribs adjustable to allow positioning



### UPRIGHT

Outer face

• Screwless mono-cage system  
• Modern and innovative style

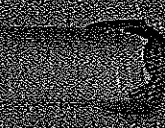


Inner face

• Screwless mono-cage system  
• Modern and innovative style

### BASE CROWN

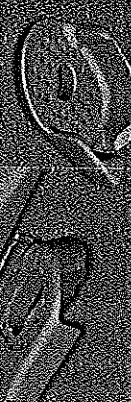
• Adjustable system around the base  
• Perfect grip for the user  
• Increased stability  
• High resistance to corrosion  
• High resistance to UV radiation



### INDEXING SYSTEM

• Insertion of pins with the appropriate  
anchors allows accurate monitoring of  
dimensions

Inner face



### EZ-LOCK SYSTEM



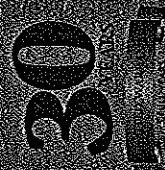
### INDEXING SYSTEM



• System allows  
simple and accurate  
dimensional control  
• Precise assembly  
• High resistance to  
corrosion

### SLIDE-IN JOINER PLATE

• Easy and fast installation on the  
EZ-LOCK SYSTEM integrated  
• No screw needed  
• Maximum water pressure  
resistance into the  
mechanism that prevents  
possible lateral water infiltration



### TOP SEAT

• Precise modular assembly  
• Integrated seat cap  
• Curved internal ribs adjustable to allow positioning

### UPRIGHT

• Screwless mono-cage system  
• Modern and innovative style

### WALL CHANNEL

• Over-sized for  
• High stability  
• Easy to install and 100%  
• High proof  
• Wall clip permits greater  
stability with ground shifts  
• Built-in drainage slot allows  
easy water evacuation

### water safety



104.6' Street

Back yard

Panoramic Drive

Front yard

100.3'

47'

20'

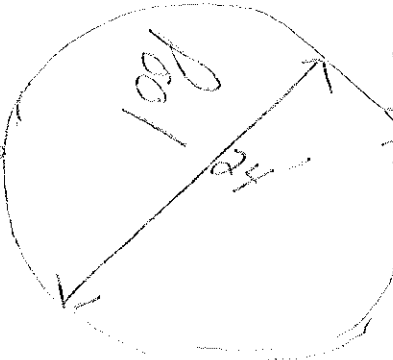
16'

100.3'

Home

48" high enclosure  
2"x4" w/ solid fencing  
Gate will be self closing  
latch will be 3" down  
on inside from top

Bottom of gate  
less than 2" to ground



12'

16'

102.3'