

DISPERMITS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

MAR 21 2003

BUILDING DEPARTMENT

Permit Number: 030050

CITY OF PORTLAND

PERMIT

This is to certify that Stewart, Bonnie & Todd/J.S. Lyse Building

has permission to Build New 2600 sq. Ft. Single family with 2 car attached garage and 14' x 16' deck.

AT Hope Avenue ~~390-000001~~ 390-A-028
~~390-000001~~

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 work in progress must be reported before this building or part thereof is occupied or closed-in. 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. PERMIT ISSUED

Health Dept. _____

Appeal Board MAR 21 2003

Other _____

Department Name

CITY OF PORTLAND

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 03-0050	Issue Date: MAR 21 2003	CBL: 390-A-028 289-C003001
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Location of Construction: 0 Cambridge HEP AVE (lot # 28)	Owner Name: Stewart, Bonnie & Todd	Owner Address: 409 Palmer Ave. CITY OF PORTLAND	Phone: 207-797-7134
Business Name: n/a	Contractor Name: J.S. Wyse Builders	Contractor Address: 9 Wild Flower Lane Windham	Phone: 2078930857
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	Zone: R-2

Past Use: Vacant	Proposed Use: New 2600 sq. Ft. Single Family Colonial with 2 car attached garage and 14' x 16' deck.	Permit Fee: \$1,603.00	Cost of Work: \$215,000.00	CEO District: 2
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Proposed Project Description: Build New 2600 sq. Ft. Single family with 2 car attached garage and 14' x 16' deck.	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>NA</i>	INSPECTION: Use Group: R-3 Type: 5B BOCA 99
	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>

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

Permit Taken By: **gg** Date Applied For: **01/21/2003**
chimney Allowed no more than 2 feet into the side
setback - 14-125 **Zoning Approval**

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..	Special Zone or Reviews <input type="checkbox"/> Shoreland <i>NA</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 2 zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i># 2003-0009</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK with conditions</i> Date: <i>3/21/03</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>
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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 _____

City of Portland, Maine - Building or Use Permit

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

Permit No: 03-0050	Date Applied For: 01/21/2003	CBL: 390 A028
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Business Name: n/a	Contractor Name: J.S. Wyse Builders	Contractor Address: 9 Wild Flower Lane Windham	Phone: (207) 893-0857
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: New 2600 sq. Ft. Single Family Colonial with 2 car attached garage and 14' x 16' deck.	Proposed Project Description: Build New 2600 sq. Ft. Single family with 2 car attached garage and 14' x 16' deck.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/13/2003

Note: 2/12/03 waiting for approvals from planning to allow building outside of the given envelope. (chimney) **Ok to Issue:**
2/13/03 Memo from R.K. Stating that note # 3 is not intended to include lot #28

- 1) No certificate of occupancy shall be issued for any house lot in the subdivision until the base pavement has been completed along the entire length of Hope Avenue in Portland as well as Falmouth.
- 2) "No parking" street signs shall be installed along the subdivision roadways PRIOR to the issuance of the first house lot certificate of occupancy (whether permanent or temporary) for this subdivision.
- 3) All driveways shall be paved within six (6) months of the receipt of a temporary certificate of occupancy and shall be a minimum of 12' wide. Individual homeowners shall be responsible for paving of driveway.
- 4) 14-425 allows your chimney to extend NO MORE THAN two (2) feet into the side setback. Your setbacks are very close to minimum allowed. It is the responsibility of the owner/developer to call the Code Enforcement Officer PRIOR to placing any concrete for measuring setbacks. There may be a requirement of a written certificate of placement by a surveyor prior to placement.
- 5) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 6) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved **Reviewer:** Tammy Munson **Approval Date:** 03/21/2003

Note: rec'd additional plans 03/20/2003 **Ok to Issue:**

Comments:

2/25/03-tm: Plans missing info - called Joe Wyse.

3/13/03-tm: rec'd additional info

3/18/03-tm: called Joe Wyse and left message - items listed on submittal from march 13 needs to be drawn on plans.

3/20/03-tm: rec'd additional plans on 03/20/2003 from Joe wyse - ok to issue.

Prmt	Text93		Constr Type	New	Num1	30050	
Permit Nbr	03-0050	Location of Construction	0	Hope Avenue (lot # 28)	Appl. Date	01/21/2003	
Status	Pending	Permit Type	Single Family		Issue Date		
CBL	390 A028	Territory Nbr		Estimated Cost	\$215,000.00	Date Closed	

Comment Date	Comment	Name	Follow Up Date	Completed
02/25/2003	Plans missing info - called Joe Wyse.	itm		<input type="checkbox"/>
03/13/2003	rec'd additional info	itm		<input type="checkbox"/>
03/18/2003	called Joe Wyse and left message - items listed on submittal from march 13 needs to be drawn on plans.	itm		<input type="checkbox"/>
03/20/2003	rec'd additional plans on 03/20/2003 from Joe wyse - ok to issue.	itm		<input type="checkbox"/>

City of Portland, Maine - Building or Use Permit

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

Permit No: 03-0050	Date Applied For: 01/21/2003	CBL: 390 A028
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Business Name: n/a	Contractor Name: J.S. Wyse Builders	Contractor Address: 9 Wild Flower Lane Windham	Phone: (207) 893-0857
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

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- 6) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Pending **Reviewer:** **Approval Date:**

Note: **Ok to Issue:**

Applicant: J. S. Wyse Building

Date: 2/12/03

Address: Hope Ave (lot #28)

C-B-L: 390-A-028
~~390-G-003~~

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

Permit # 03-0050

Zone Location - R-2

Interior of corner lot -

28 x 70 - entire

Proposed Use/Work - Construct New Colonial Style House with attached 2-car garage with 14' x 16' Deck

Sevage Disposal - City

Lot Street Frontage - 50' min \approx 98' scaled

Front Yard - 25' req - 46' scaled

Rear Yard - 25' req - 258' scaled

Side Yard - 14' req - 14.08' shown - 12.08' shown for chimney OK per 14.425'

Projections - 2 story rear deck 14' x 16' - bow window - rear bulkhead - side chimney 2'

Width of Lot - 80' req - 96' scaled

Height - 35' MAX - 29.5' scaled

Lot Area - 10,000 \pm min 34,269 \pm given

Lot Coverage/ Impervious Surface - 20% MAX of 6853.8 \pm

Area per Family - 10,000 \pm min

Off-street Parking - 2 required - 2 on garage

Loading Bays - N/A

Site Plan - minor/minor # 2003-009

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 2 zone

	28 x 70 =	1960
deck	14 x 16 =	224
bulkhead	5 x 6 =	30
chimney	2 x 5 =	10

2224 \pm

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

2003-0009

Application I. D. Number

1/21/2003

Application Date

End Cutis Road (lot #28)

Project Name/Description

Stewart, Bonnie & Todd

Applicant

409 Palmer Ave, Portland , ME 04103

Applicant's Mailing Address

Curtis Rd, Portland, Maine

Address of Proposed Site

389 G003001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Applicant Ph: (207) 797-7134 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) _____

2600 sq. Ft.

34,269 sq. Ft.

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 **\$50.00** Subdivision _____ Engineer Review **\$250.00** Date **1/23/2003**

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 | _____ | <input type="checkbox"/> Conditions (See Attached) | _____ |
| | date | | 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 | |

030050

All Purpose 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.

End CURTIS DE - rear Office

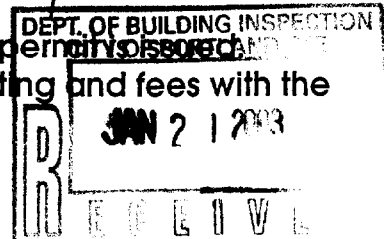
Location/Address of Construction: <u>Lot 28 HOPE AVE. of Hampton River Place III subd. Plan Book Page 202 650</u>		
Total Square Footage of Proposed Structure <u>2600</u>	Square Footage of Lot <u>34,269</u>	
Tax Assessor's Chart, Block & Lot Chart# 387 Block# <u>390-R</u> Lot# <u>020</u>	Owner: <u>Todd + Bonnie Stewart</u>	Telephone: <u>797-7134 (H)</u> <u>575-7318 (W)</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Todd + Bonnie Stewart</u> <u>409 Palmer Ave.</u> <u>Portland, Me. 04103</u>	Cost Of Work: \$ <u>215,000</u> Fee: \$ <u>1828.00</u>
Current use: <u>Undeveloped land</u>		<u>Blk. 1528.00</u>
If the location is currently vacant, what was prior use: _____		<u>Site 300.00</u>
Approximately how long has it been vacant: _____		<u>COF 15.00</u>
Proposed use: <u>New house construction</u>		<u>TOTAL 1903.00</u>
Project description: <u>Construction of Colonial Style Home w/ attached 2 car garage</u>		
Contractor's name, address & telephone: <u>Joseph S. WYSE 9 Wildflower Lane Windham, ME. 04062 893-0857</u>		
Who should we contact when the permit is ready: <u>Todd Stewart</u>		
Mailing address: <u>409 Palmer Ave.</u> <u>Portland, ME 04103</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE:		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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: Todd Stewart Date: 1/21/03

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



From: Rick Knowland
To: Jay Reynolds; Marge Schmuckal
Date: 2/12/03 4:59PM
Subject: Re: Hope Avenue - lot #28

Marge as Jay mentioned, we discussed this situation earlier. The envelope concept for prp3 applies to only certain lots as noted on the recording plat note #3. Lot #28 does not have that requirement.

>>> Marge Schmuckal 02/12/03 04:35PM >>>

Jay

I told him zoning allowed him under section 14-425 to have a chimney feature extend no more than two (2) feet into a required setback. However, I also told him, in that same phone conversation, that the subdivision plan may have a requirement of not exceeding the given building envelope. I believe that they are two different requirements. The way I was reading note #3 was that it "included" the lots stated and not making that note exclusive to only those lots listed. But if that is how planning interprets that note, then give that to me in writing and I can go from there. I can live with it if you can.

Thanks,

Marge

>>> Jay Reynolds 02/12/03 04:26PM >>>

Marge,

Mr. Stewart stated to me that he talked to you prior to applying, to make sure the chimney wasn't an issue.....and you told him it wasn't an issue, 'it's all set'. He mentioned something about being accessory, like <50 sq. ft. of porch that can fall out of the building envelope, and not considered part of the main structure.

I thought it might need a plat amendment, it's outside the approved envelope.

Rick and I researched this, and the approved subdivision plat states what you mentioned in your e-mail, but states this and specifically refers only to lots 1-16, and 30 (note #3). This being lot 28, this note does not apply.

Are we incorrect in this assumption?

that's the scoop.

>>> Marge Schmuckal 02/12/03 02:52PM >>>

Jay,

What is the scoop on this lot? The approved site plan states that the structure envelopes as shown on the plan represent the maximum area for construction of the principal and accessory structure. And that any changes to such area must receive the written approval of the City of Portland Planning Authority prior to construction and must be recorded in the Registry of Deeds. The owner is saying that you told him it was ok without doing anything. What's the scoop? Can you update me? All the other zoning issues are ok.

Marge

CC: Penny Littell ; Sarah Hopkins

PURCHASE AND SALE AGREEMENT - LAND ONLY

September 27, 2002

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

1. PARTIES: This Agreement is made between TODD S. & BONNIE STEWART (hereinafter called "Buyer") of 409 PALMER AVE, PORTLAND, ME 04113 and ROBERT L. ADAM and LLOYD B. WOLF dba GOLDENEYE CORP. (hereinafter called "Seller") of 25 ALICE STREET, PORTLAND, ME 04103

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of) the premises situated in municipality of PORTLAND, County of CUMBERLAND, State of Maine, located at Lot # 28 HOPE AVENUE and described in deed(s) recorded at said County's Registry of Deeds Book(s), Page(s). If "part of" see Other Conditions (paragraph 22) for explanation.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 85,000 of which DEPOSIT \$ 5,000 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by (date) Sept October 28, 2002 The balance due amount of BALANCE DUE \$ 80,000 is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: ALAN WOLF ATTORNEY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 27, 2002 (date) MIDNIGHT AM PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 28, 2002 (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.

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

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

Agent makes no 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: <u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. SUB-DIVISION APPROVAL Purpose: <u>FINAL APPROVAL AND SIGNED AMENDED SITE PLAN.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
6. DEP/LURC APPROVALS Purpose: <u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
7. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
9. 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 inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

12 FINANCING: This Agreement is subject to Buyer obtaining an approved N/A mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

N/A

- a. 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.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

13. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:
NEITHER THE SELLER NOR THE BUYER HAVE AGENCY RELATIONSHIPS.

_____ of _____ represents _____
Listing Agent Agency

_____ of _____ represents _____
Selling Agent Agency

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

14. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. 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 a 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: DEP APPROVAL, SUBDIVISION APPROVAL No
INCLUDING SURVEY AND AMENDED SITE PLAN

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within _____ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

Page 3 of 4 - P&S-LU Buyer(s) Initials T.S. Seller(s) Initials [Signature]
B.S.

A copy of this Agreement is to be received by Buyer and Seller 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 Bureau of Taxation.

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.

Todd R. Stewart
BUYER

007-56-9891
SS# OR TAXPAYER ID#

Bonnie Stewart
BUYER

004-68-1068
SS# OR TAXPAYER ID#

Buyer's Mailing address is 409 Palmer Ave Portland, Me. 04103

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. If the earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this _____ day of September 27, 2002

[Signature]
SELLER

SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is _____

Offer reviewed and refused on _____
SELLER

SELLER

EXTENSION: The time for the performance of this Agreement is extended until _____
DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

02034077

MAINE REAL ESTATE TAX PAID

GOLDENEYE CORP., a Maine corporation with a principal place of business in Falmouth, in the County of Cumberland and State of Maine

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

TODD STEWART and BONNIE STEWART, whose mailing address is 409 Palmer Avenue, Portland, Maine 04103, as JOINT TENANTS

A certain lot or parcel of land situated on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 28 shown on plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" dated December 4, 2001, as revised, prepared by Titcomb Associates, and recorded at the Cumberland County Registry of Deeds in Plan Book 202, Page 650, together with a right-of-way in common with others over "Hope Avenue" as shown on the plan.

Being a portion of the premises conveyed to the Grantor herein by deed of Robert L. Adam and Lloyd B. Wolf dated October 17, 2002 and recorded at the Cumberland County Registry of Deeds in Book 18262, Page 159. Reference is further made to a confirmation deed from Lloyd B. Wolf to Grantor herein dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 57.

EXCEPTING AND RESERVING to the Grantor, its successor and assigns, all right, title and interest in and to the fee interest in "Hope Avenue", so-called, as shown on the plan. The purpose of this reservation is to preserve the Grantor's right in and to such ways pursuant to 23 M.R.S.A. §3031(4) and 33 M.R.S.A. §460 et seq. together with the right to convey said fee interest to the City of Portland.

This conveyance is subject to and with the benefit of the following:

1. Notes 1 through 19, restrictions, conditions, easements and covenants as may be set forth on said Plan recorded in Plan Book 202, Page 650.

2. Rights and easements granted to Central Maine Power Company in instruments dated February 10, 1954 and recorded at said Registry of Deeds in Book 2167, Pages 432 and 435, subject to restrictions set forth therein.
3. Rights and easements granted to Portland Water District in an instrument dated December 30, 1955 and recorded at said Registry of Deeds in Book 2267, Page 257.
4. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29, 1955 and recorded at said Registry of Deeds in Book 2276, Page 277.
5. Such State of Facts as set forth or depicted on plan showing Plan of Property for Robert Adam dated August 1978 and recorded at said Registry of Deeds in Plan Book 125, Pages 45 and 46.
6. A ten (10) foot pedestrian easement as shown on said Plan recorded in Plan Book 202, Page 650.
7. A thirty (30) foot pedestrian easement as shown on said Plan recorded in Plan Book 202, Page 650.
8. An easement deed from Goldeneye Corp. to the City of Portland of recent date herewith, to be recorded at said Registry of Deeds.
9. Terms and conditions of a State of Maine Department of Environmental Protection Site Location of Development Natural Resources Protection Act Water Quality Certification Findings of Fact and Order dated August 23, 2002 and recorded at said Registry of Deeds in Book 18084, Page 94 together with the requirement that all future conveyances shall include reference to this permit.
10. Terms and conditions of a Declaration of Covenants and Restrictions dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 59.

Also hereby conveying together with and subject to all rights, easements, privileges and appurtenances, belonging to the premises hereinabove described.

This conveyance is made SUBJECT to the current real estate taxes to the City of Portland subject to proration at the closing, which the Grantees herein by their acceptance of this deed hereby assume and agree to pay.

IN WITNESS WHEREOF, the said GOLDENEYE CORP. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Lloyd B. Wolf, its Treasurer thereunto duly authorized this 12th day of Nov., 2002.

GOLDENEYE CORP.

Wendy L. Swan

By: [Signature]
Its Lloyd B. Wolf
Treasurer

STATE OF MAINE
CUMBERLAND, SS.

11/12, 2002

Then personally appeared the above-named Lloyd B. Wolf Treasurer of GOLDENEYE CORP. 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,

Wendy L. Swan
Attorney-at-Law/Notary Public

Wendy L. Swan

10/13/04

Received
Recorded Register of Deeds
Nov 14 2002 10:46:35A
Cumberland County
John B. D Brien

Department of Planning & Development
Lee D. Urban, Director



Division Directors
Mark B. Adelson
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP
Planning

John N. Lufkin
Economic Development

CITY OF PORTLAND

February 10, 2003

Bonnie and Todd Stewart
409 Palmer Avenue
Portland, ME 04103

RE: Application for Building Permit (ID#2003-0009)
Lot 28, Presumpscot River Place III (CBL #389G003)

Dear Mr. and Mrs. Stewart,

Thank you for your application to construct a new single-family house on Lot 28. Pertaining to the site plan submitted, I have some minor revisions to request, which I will do separately from this letter.

The purpose of this letter is to bring to your attention that under city requirements, the construction of Hope Avenue must reach a certain level of completion prior to obtaining an occupancy permit for your house.

In particular, all utilities must be installed and operational. Also, the roadway must be constructed and must have, at a minimum, the first coat of asphalt placed (base coat).

This is standard for development in the City of Portland. Because your application is the first one in Presumpscot River Place III and because the construction of the road is ongoing, the City wants to make sure you are aware of these requirements ahead of time. This may avoid construction timing and loan closing issues that sometimes arise.

Please sign and return this letter as an acknowledgement of these requirements. If there are any questions, please contact me at 874-8632.

Sincerely,

Jay Reynolds
Development Review Coordinator

Seen and Agreed to by:

Bonnie Stewart

Date

Todd Stewart

Date

J. S. Wyse Builders Inc.

Fine Homebuilders

March 11, 2003

To: City of Portland, Me - Building Codes and Inspections

ATT: **Tammy Munson**

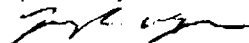
From: Joe Wyse

RE: Stewart Residence, Lot #28 Curtis rd. subdivision (Hope Lane), (New Construction)

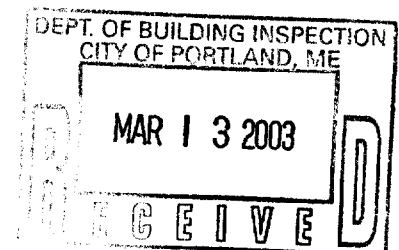
Dear Tammy, as per our phone conversation and your fax on Feb. 25, 2003 I have made the following notes for construction, to be attached to the plan for the permit

- ✓ a. Floor sheathing shall be ½" T&G @ Adventech
- Wall sheathing shall be ½" O.S.B. with Typar house wrap
- Roof sheathing shall be ½" @ Adventech sheathing.
- ✓ b. Firewall separation from the garage to the house shall be 5/8" firecode drywall on all walls and ceiling and 1-1/2 hr firedoors at entry to home
- ✓ c. Egress Windows are Size # 3224 on the plan
- ✓ d. Foundation drainage shall be Interior and Exterior perimeter drains, crushed stone and perforated pipe, Foundation walls shall be plugged and Tarred, crushed stone shall be covered with Filter Fabric, Sand fill against house wall
- Foundation anchor bolts shall be every 6' and 1' in from corners.
- Foundation footings to be 10" x 20" - 3500 P.S.I.
- Min. 3-2x12 ✓ e. Main beam in basement to be 2" x 12" with 2" x 2" ledger
- Beam Size ← 8 ✓ f. Lally Colum spacing to be 6'-4" ctr to ctr
- Sill Plate shall be 2 x 6" P.T. with sill sealer
- Header Schedule shall be: up to 42" Triple 2 x 6 with plywood
- Up to 96" - Triple 2 x 10 with plywood ←
- 5-1/2" x 9-1/2" LVL for garage door headers
- Min - 3 - 2x8 fresh floor
- j. Smoke detectors shall be as per code, each bedroom and each level
- ✓ k. A 30" x 22" attic acces- Area to be determined by builder before close in.
- ✓ l. Treads and Riser shall meet city codes, 10" Min. tread nose to nose, 7-3/4" max rise, handrail height 34" - 38" (not part of guardrail), Guards-minimum height 42"
- ✓ m. Baluster spacing shall be less than 4" between balusters
- ✓ n. Headroom shall be minimum 6'8" minimum
- ✓ o. Main staircase to second floor - 42" width
- ✓ p. Basement stairwell width shall be more than 36" sheetrock to sheetrock.
- ✓ q. SURVEY plan by Gorral Palmer Engineers, House shall be located, and lay-out by Titcomb Assoc., Letter shall be submitted by Titcomb Associates after nail-setting foundation to the footing

Thank-you
Joseph S. Wyse



Cell phone- 776-5644
Office / fax- 893-0857



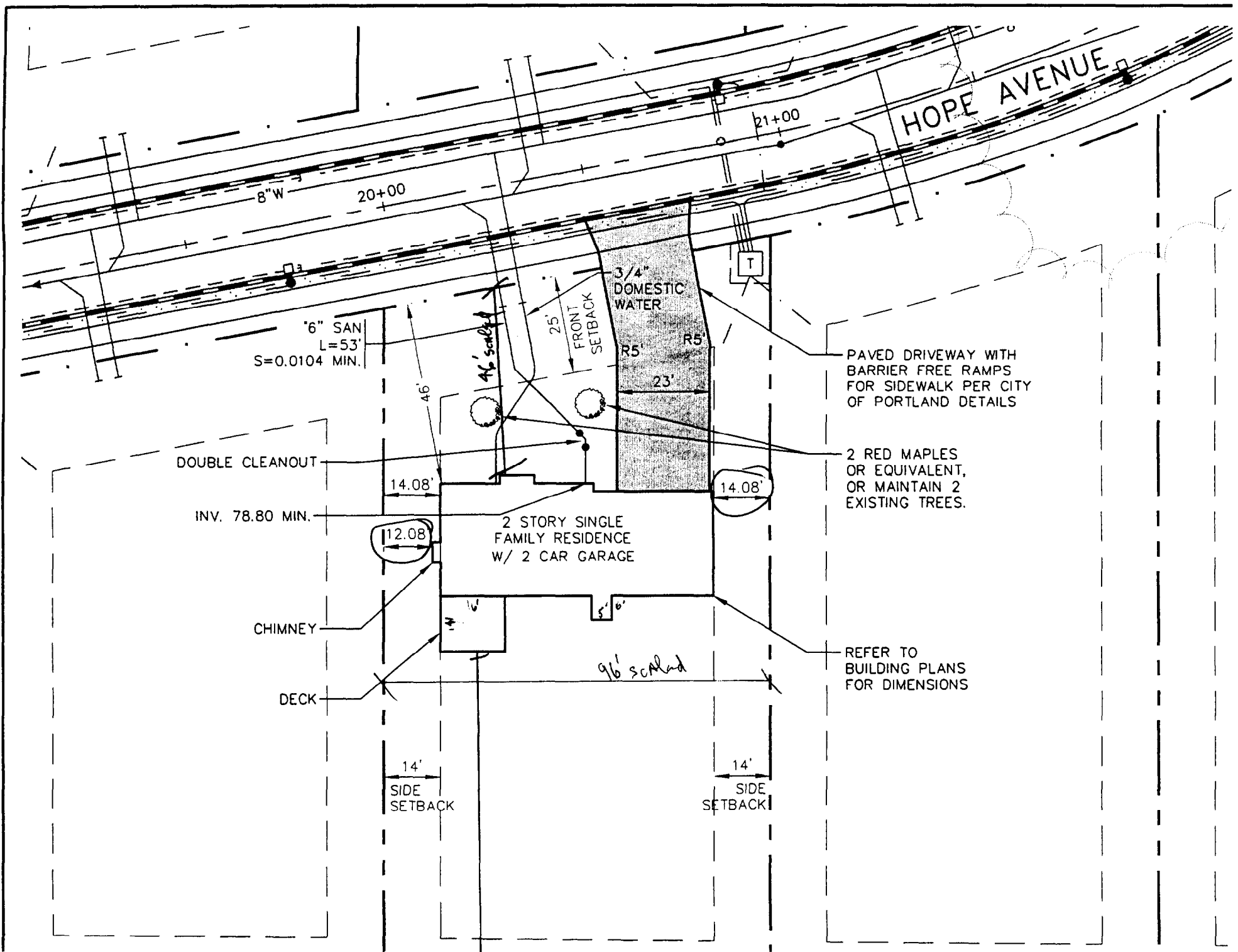
* Required survey to set foundation

Soil type/Presumptive Load Value (Table 401.4.1)		
Component	Plan Reviewer	Inspection/Date/Findings
STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	Not shown OK	
Foundation Drainage Dampproofing (Section 406)	Not shown	OK
Ventilation (Section 409.1) Crawls Space ONLY	N/A	
AnchorBolts/Straps (Section 403.1.4)	Not shown	Size?
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	Inadequate	6'-4" - Beam size?
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	Not shown	Size?
Sill/Band Joist Type & Dimesions	Not shown	OK
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	OK	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	OK	

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	OK	
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	OK	Roof sheathing OK for 16' OC
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	Not shown	↓
Fastener Schedule (Table 602.3(1) & (2))	OK	
Private Garage Section 309 and Section 407 1999 BOCA) Living Space ? <i>YES</i> (Above or beside)	<i>Not shown</i>	
Fire separation	<i>Not shown</i>	OK
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	<i>Not shown</i>	OK - Must be 4" above.
Egress Windows (Section 310)	<i>Not shown</i>	
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	OK	
Attic Access (BOCA 1211.1)	<i>Not shown</i>	OK
Draft Stopping around chimney	<i>exterior</i>	

Header Schedule	<i>Not shown</i>	
Type of Heating System	<i>OK</i>	
Stairs Number of Stairways Interior <i>3</i> Exterior <i>3</i> Treads and Risers - only 1 shown - (Section 314) <i>Not shown on all stairs</i> Width <i>Not shown</i> Headroom <i>Not shown</i> Guardrails and Handrails (Section 315) <i>Not shown</i>		
Smoke Detectors Location and type/Interconnected	<i>Not shown</i>	
Plan Reviewer Signature		

See Chimney Summary Checklist



PAVED DRIVEWAY WITH BARRIER FREE RAMPS FOR SIDEWALK PER CITY OF PORTLAND DETAILS

2 RED MAPLES OR EQUIVALENT, OR MAINTAIN 2 EXISTING TREES.

REFER TO BUILDING PLANS FOR DIMENSIONS

LOT 29

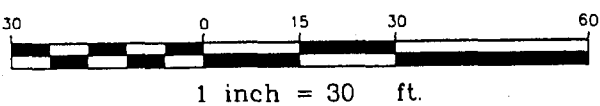
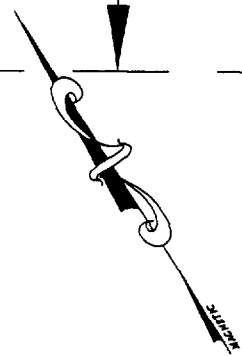
LOT 28
34,269 sf
0.79 ac

LOT 27

GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED BY TITCOMB ASSOCIATES IN 2001.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
4. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO PORTLAND WATER DISTRICT STANDARDS. DISINFECTION OF WATER LINES SHALL CONFORM TO AWWA STANDARD C651, LATEST REVISION.
5. ALL SEWER MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
6. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. AND CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.

ne Power Company

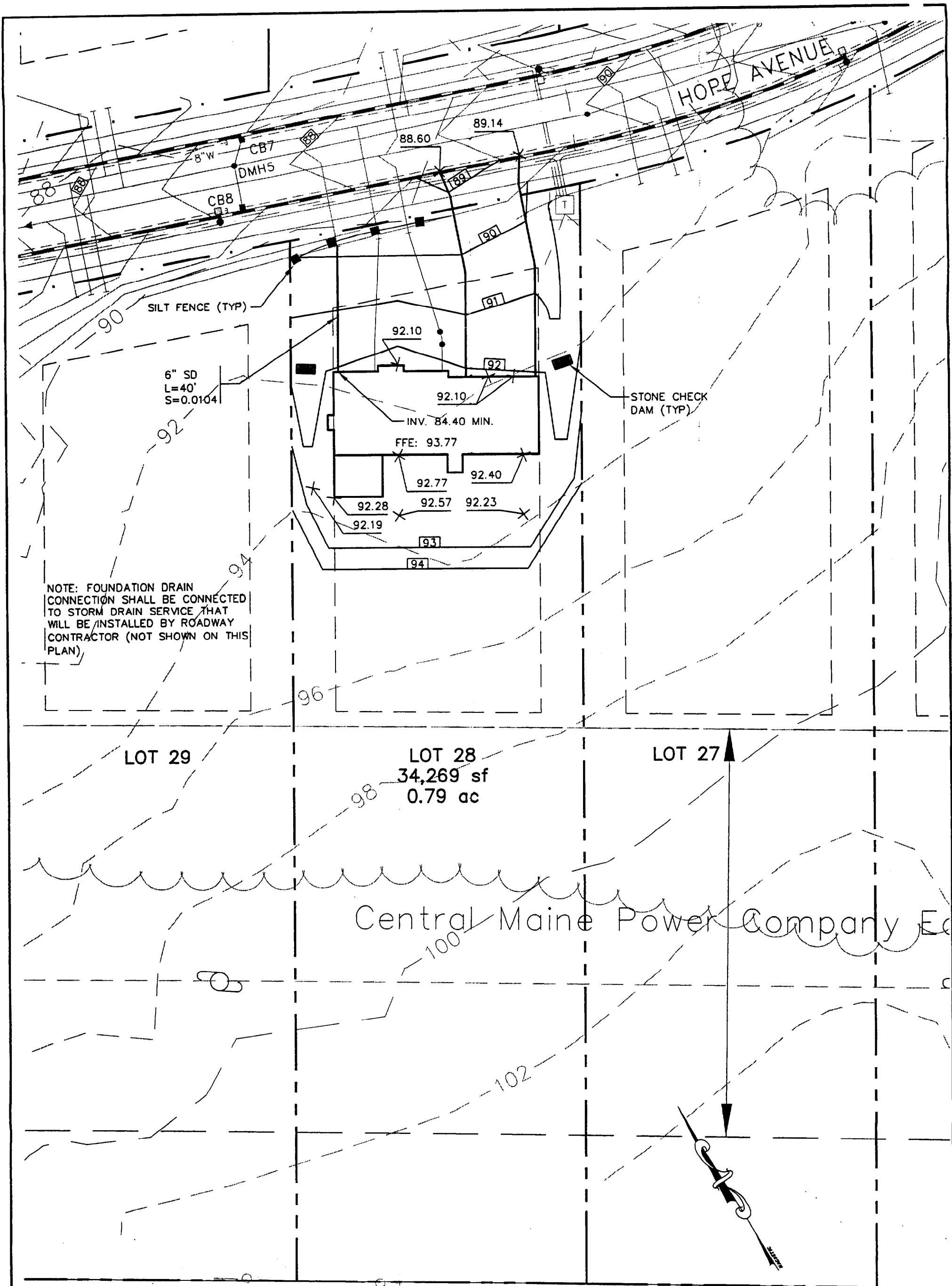


Design: DER	Date: JAN 2003
Draft: SGB	Job No.: 712
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File Name: 712-SP	

GP Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services
207-657-6910
207-657-6912
E-Mail: mailbox@gorrilpalmer.com

Drawing Name:
Lot 28 Site Layout and Utility Plan
Project:
PRESUMPCOT RIVER PLACE

Figur



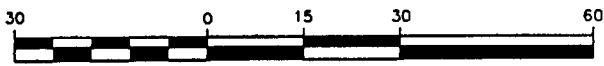
NOTE: FOUNDATION DRAIN CONNECTION SHALL BE CONNECTED TO STORM DRAIN SERVICE THAT WILL BE INSTALLED BY ROADWAY CONTRACTOR (NOT SHOWN ON THIS PLAN)

LOT 29

LOT 28
34,269 sf
0.79 ac

LOT 27

Central Maine Power Company E



1 inch = 30 ft.

Design: DER	Date: JAN 2003
Draft: SGB	Job No.: 712
Checked: AMP	Scale: 1"=30'
File Name: 712-SP	

GP Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services

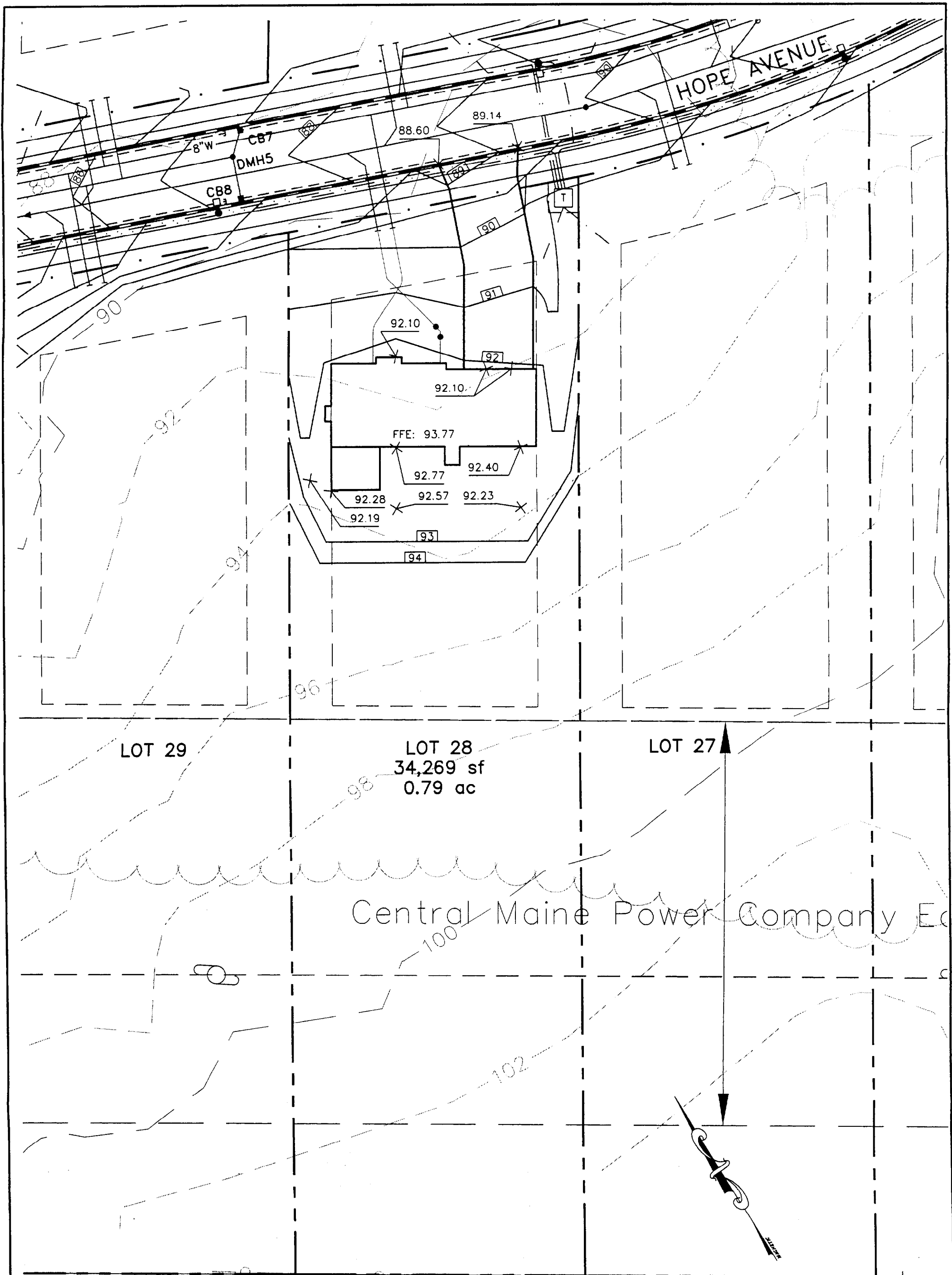
PO Box 1237
15 Saker Road
Grey, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrilpalmer.com

Drawing Name:
Lot 28 Grading & Drainage Plan

Project:
PRESUMPCOT RIVER PLACE

Figure No.
3



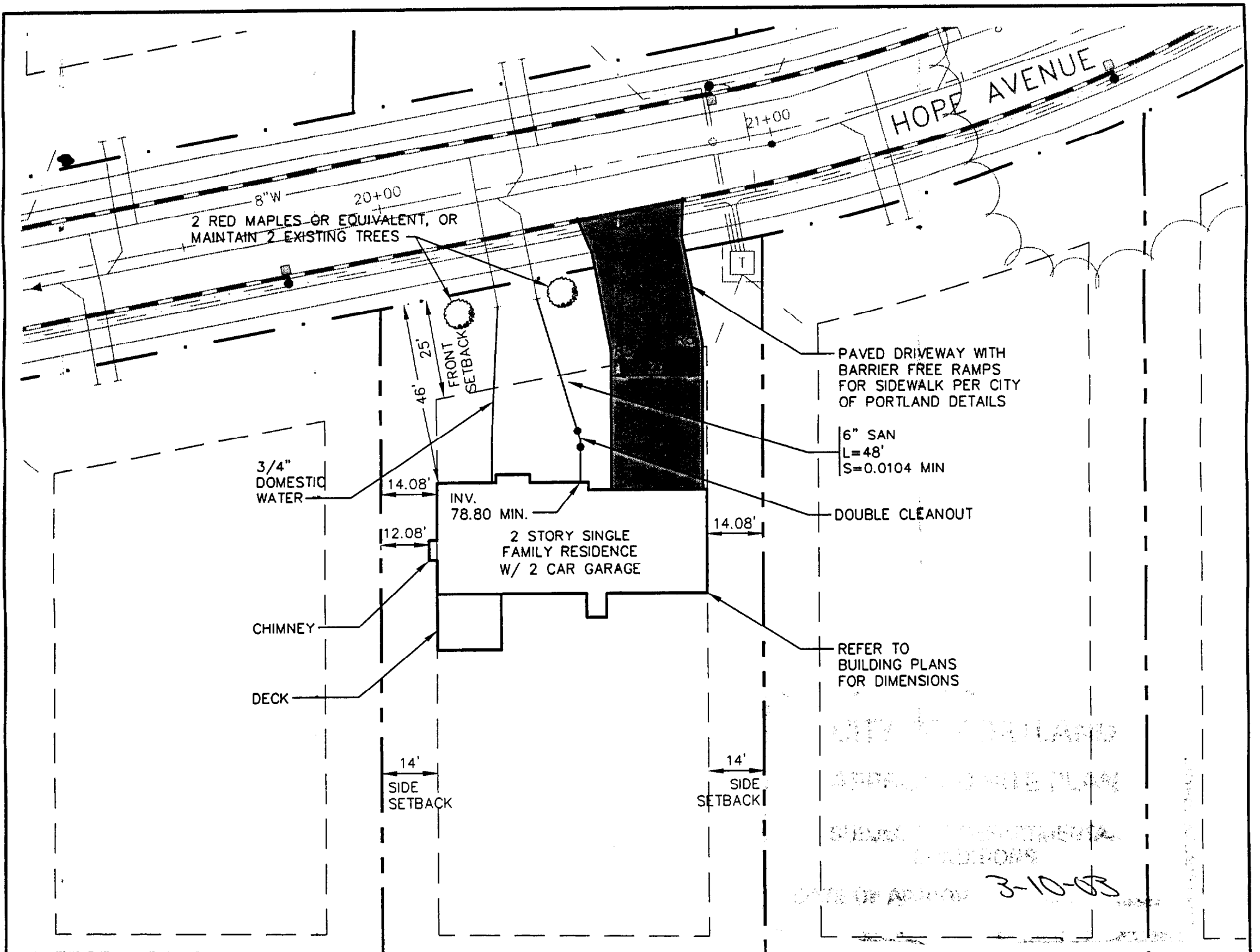
1 inch = 30 ft.

Design: DER	Date: JAN 2003
Draft: SGB	Job No.: 712
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Lot 28 Grading & Drainage Plan
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PRESUMPSCOT RIVER PLACE

Figure No.
3



LOT 29

LOT 28
34,269 sf
0.79 ac

LOT 27

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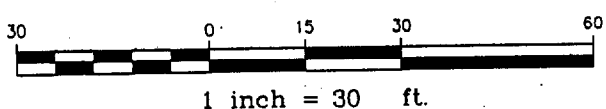
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ne Power Company E



1 inch = 30 ft.

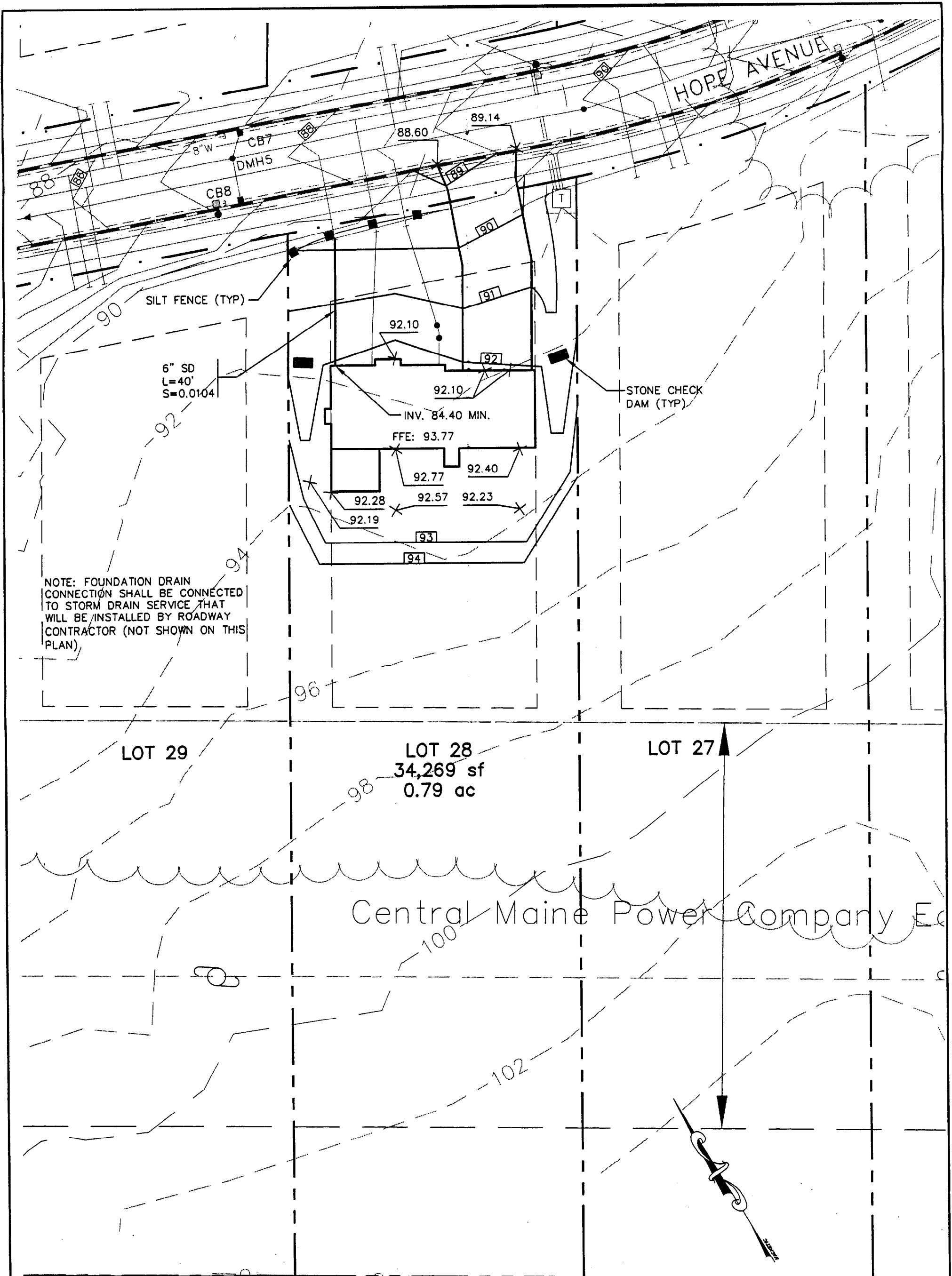
Design: DER	Date: JAN 2003
Draft: SGB	Job No.: 712
Checked: AMP	Scale: 1"=30'
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GP Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services
PO Box 1237
15 Saker Road
Gray, ME 04039
207-857-8910
FAX: 207-857-8912
E-Mail: mailbox@gorrillpalmer.com

Drawing Name:
Lot 28 Site Layout and Utility Plan
Project:
PRESUMPCOT RIVER PLACE

Figure No.

2



Design: DER	Date: JAN 2003
Draft: SGB	Job No.: 712
Checked: AMP	Scale: 1"=30'
File Name: 712-SP	

GP Gorrill-Palmer Consulting Engineers, Inc.
 Traffic and Civil Engineering Services

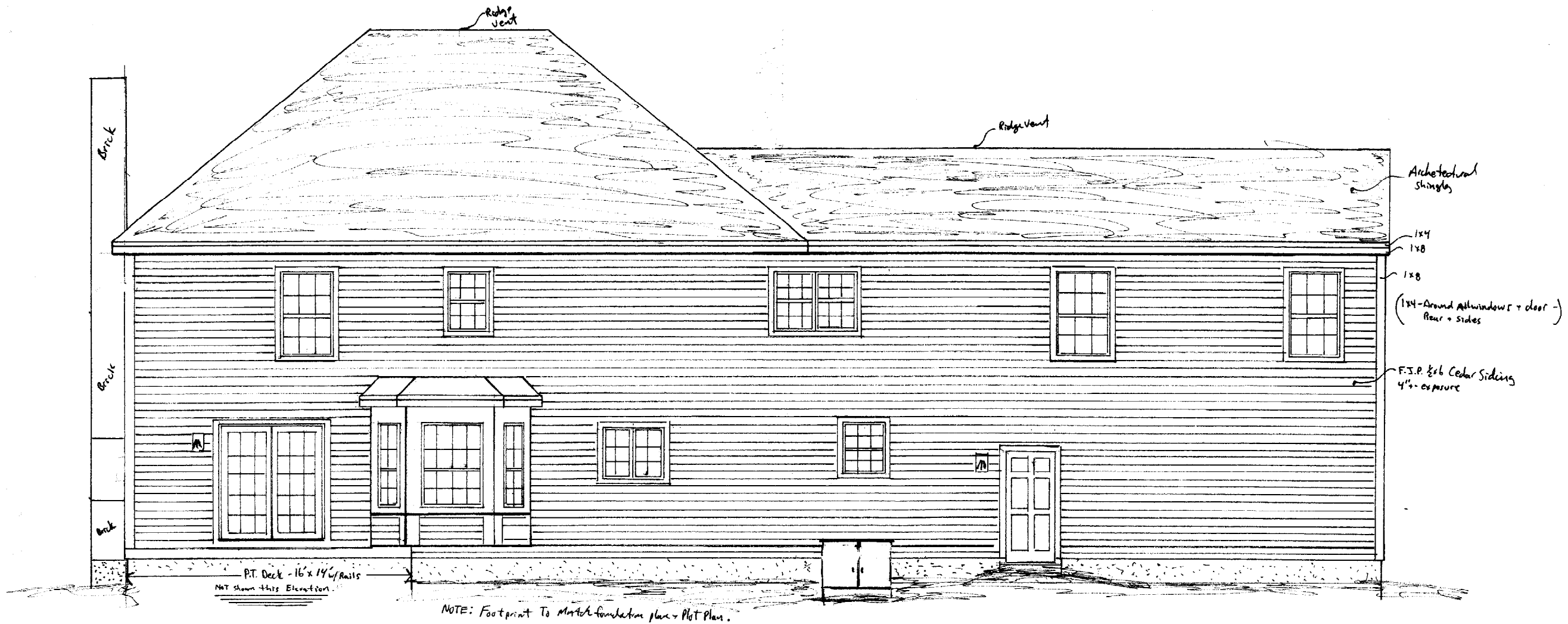
PO Box 1237
 15 Saker Road
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207-657-6910
 FAX: 207-657-6912
 E-Mail: mail@gorrillpalmer.com

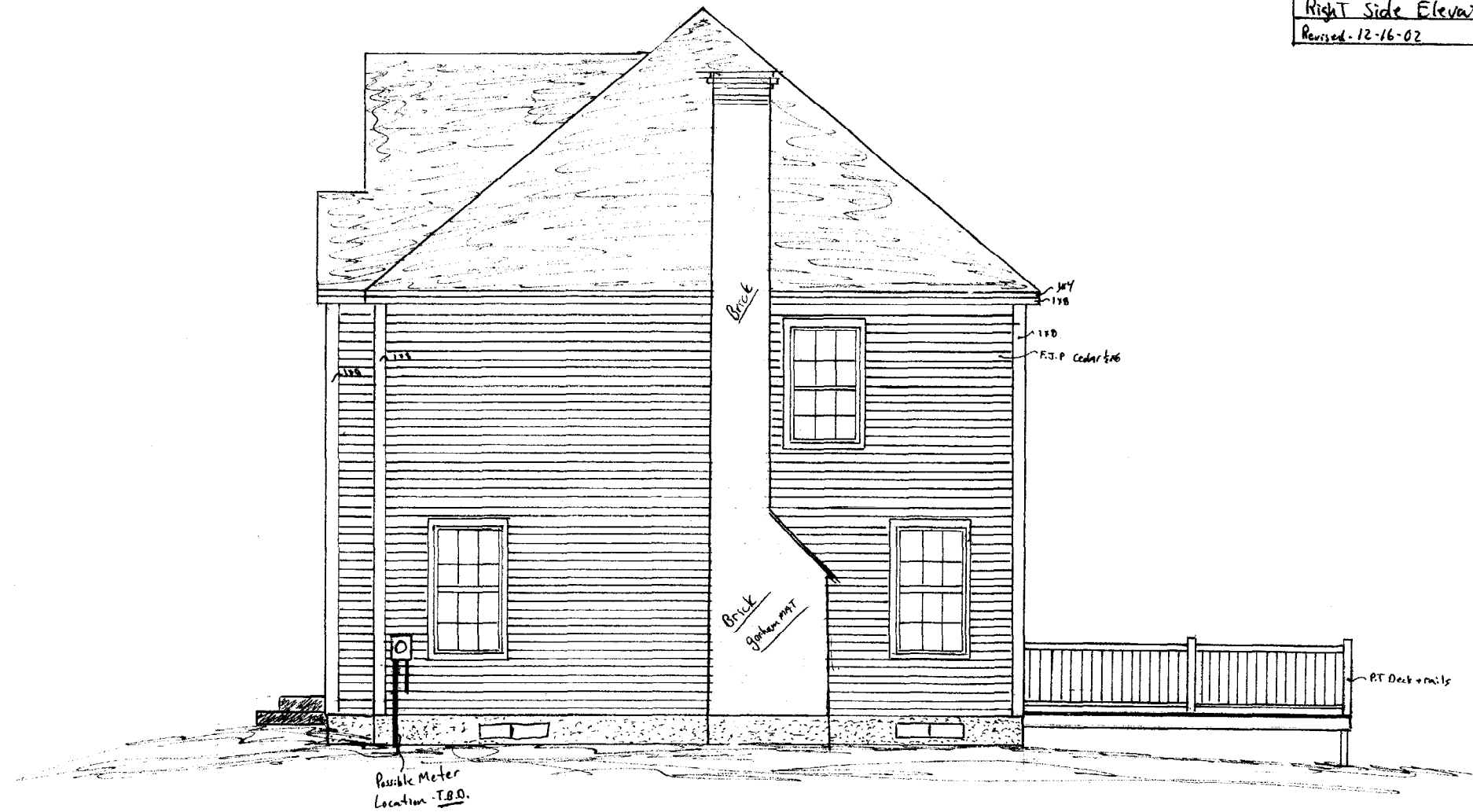
Drawing Name: Lot 28 Grading & Drainage Plan
Project: PRESUMPCOT RIVER PLACE

Figure No.
3

J.S. WYSE Builders Inc - 893-0857		
Stewart Residence - ^{Lot # 20} Curtis rd - Scarborough		
Portland, ME.		
Rear Elevation		
1/4" = 1'	Revised - 12-16-02	Page 2 of 12



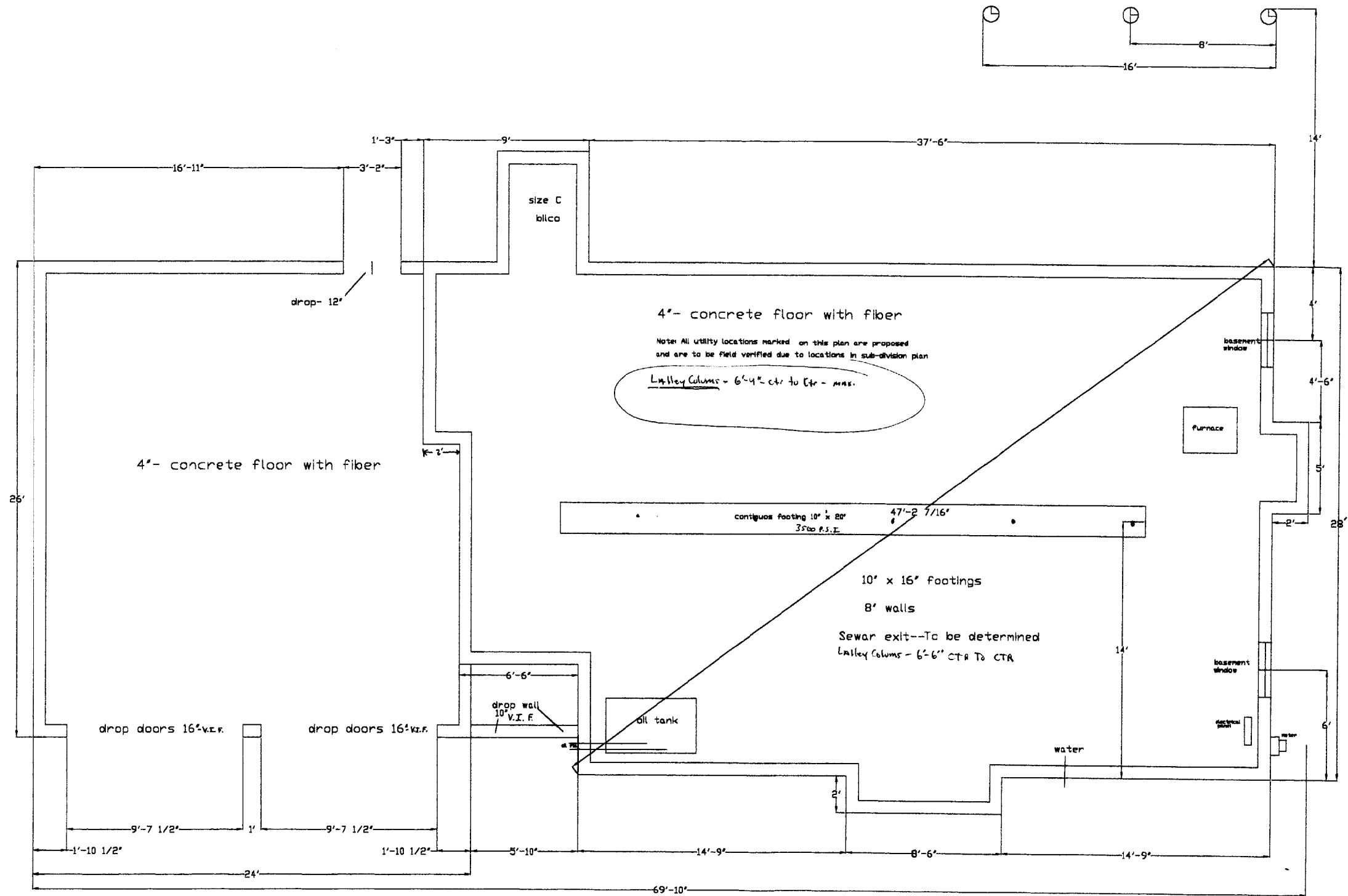
J.S. WYSE Builders Inc.	
Stewart Residence - Lot #28 - ^{Curtis rd} Subdivisions	
Portland, ME.	
Right Side Elevation 1/4" = 1'	
Revised - 12-16-02	Page 3 of 12



J.S. WYSE Builders Inc.
Stewart Residence
Portland, ME.
Left Side Elevation 1/4" = 1'
Revised - 12-16-02
Page 4 of 12



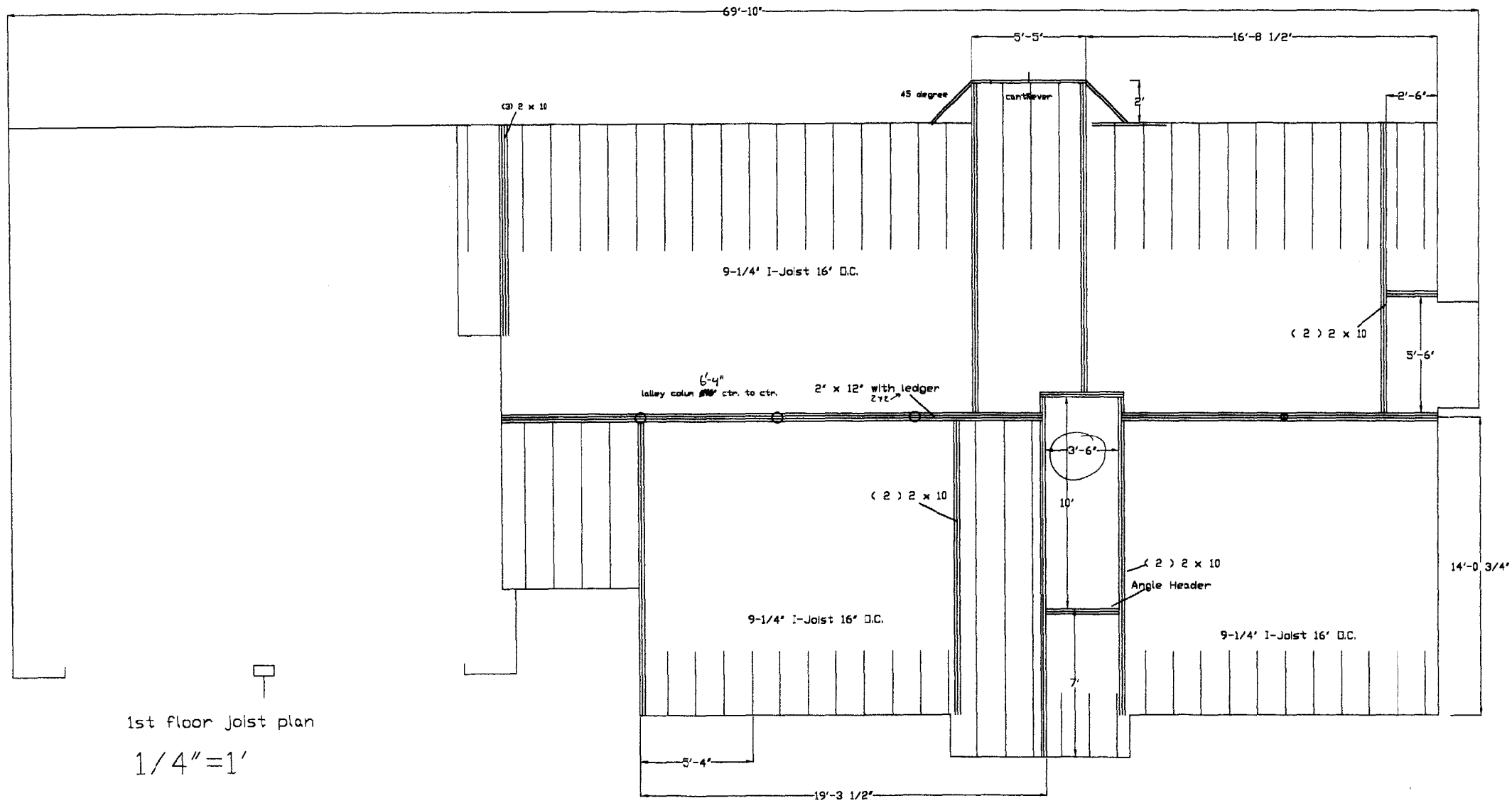
Note: Exterior Footprint to match Foundation plan & Plot plan.



Note: Foundation drainage shall be Interior + Exterior Perimeter drains, Crushed stone and perforated pipe, Foundation walls shall be plugged and Tinned, Crushed stone shall be covered with filter fabric, Sand-filling against house walls.

Anchor Bolts shall be $\frac{1}{2}$ diameter, spaced every 6' and 1' in from corners.

J.S. WYSE Builders Inc.	
Stewart Residence - Lot #28 Curtis rd. Subdivision	
Portland, ME -	
FOUNDATION PLAN $\frac{1}{4}'' = 1'$	
Revised - 12-16-02	Page 5 of 12

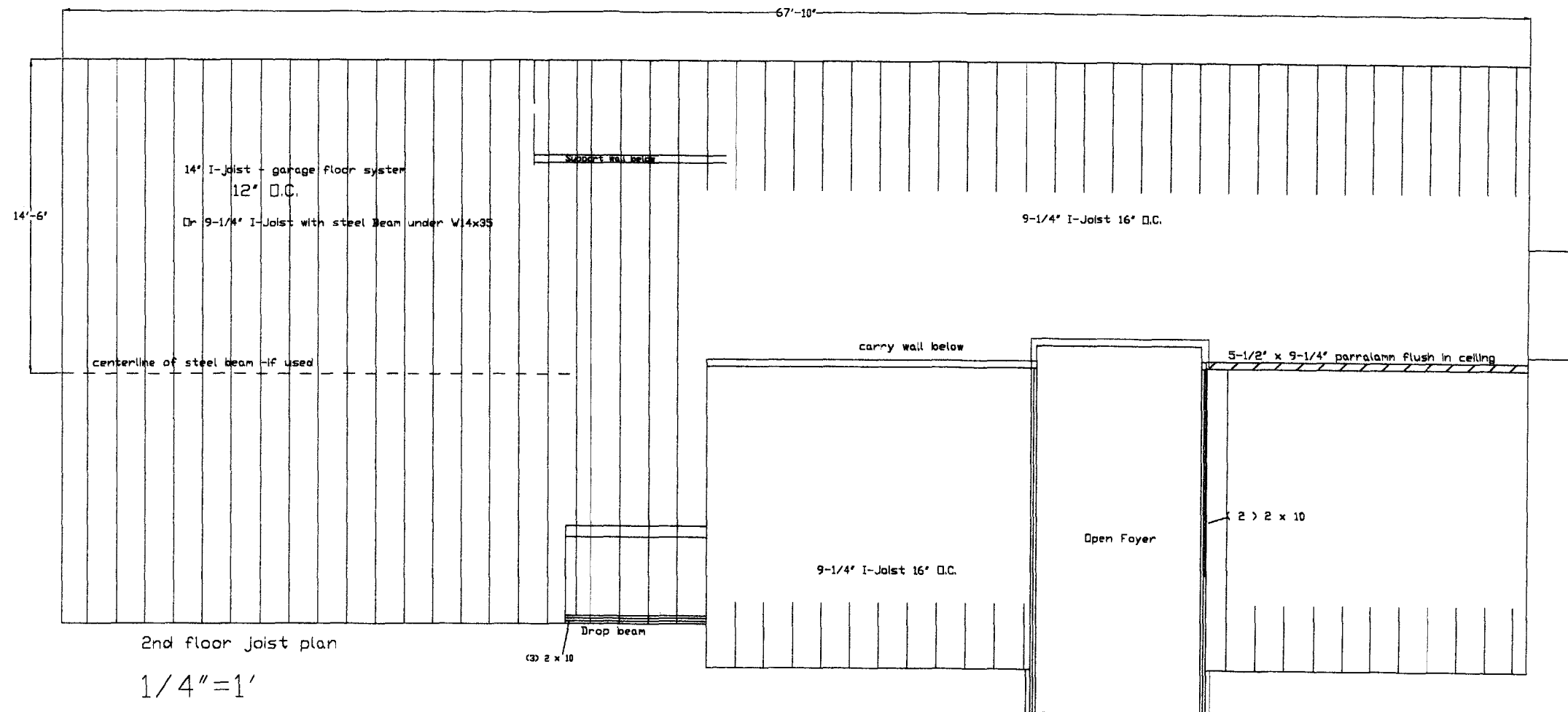


1st floor joist plan
 1/4" = 1'

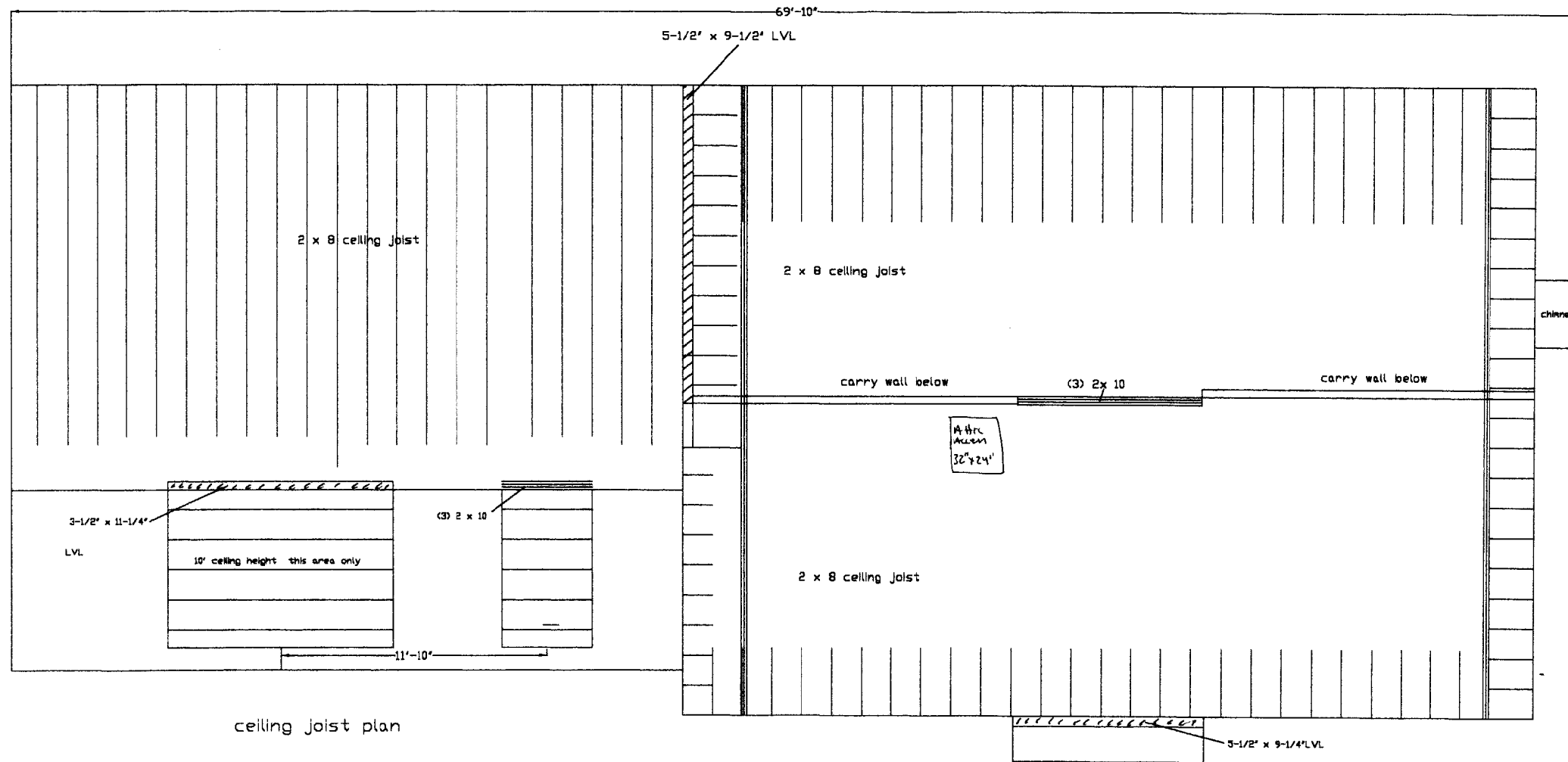
NOTE: Sill seal and 2x6 P.T. plater are to be used on top of foundation wall.

Basement Stairwell - with 41" Round to Drywall (min-36")

J.S. WYSE Builders Inc.	
Stewart Residence: Lot #28 Currier Subdivision	
Portland, ME.	
First FLOOR FRAME PLAN	
Revised - 12-16-02	Page 8 of 12

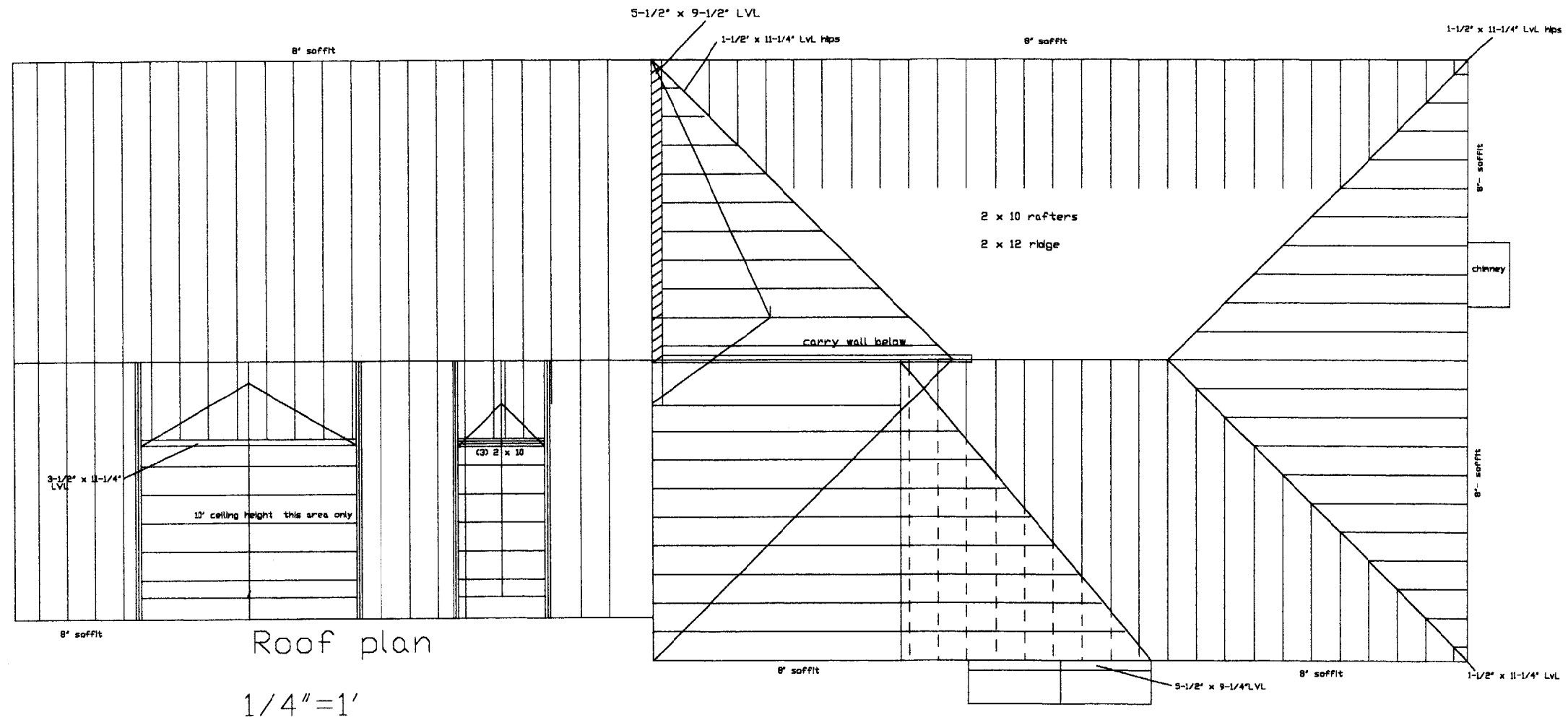


J.S. WYSE Builders Inc.	
Stewart Residence: Lot #28 Curtis rd Subdivision 1	
Portland, ME.	
2nd Floor Joist Frame PLAN 1/4"=1'	
Revised - 12-16-02	Page 9 of 12



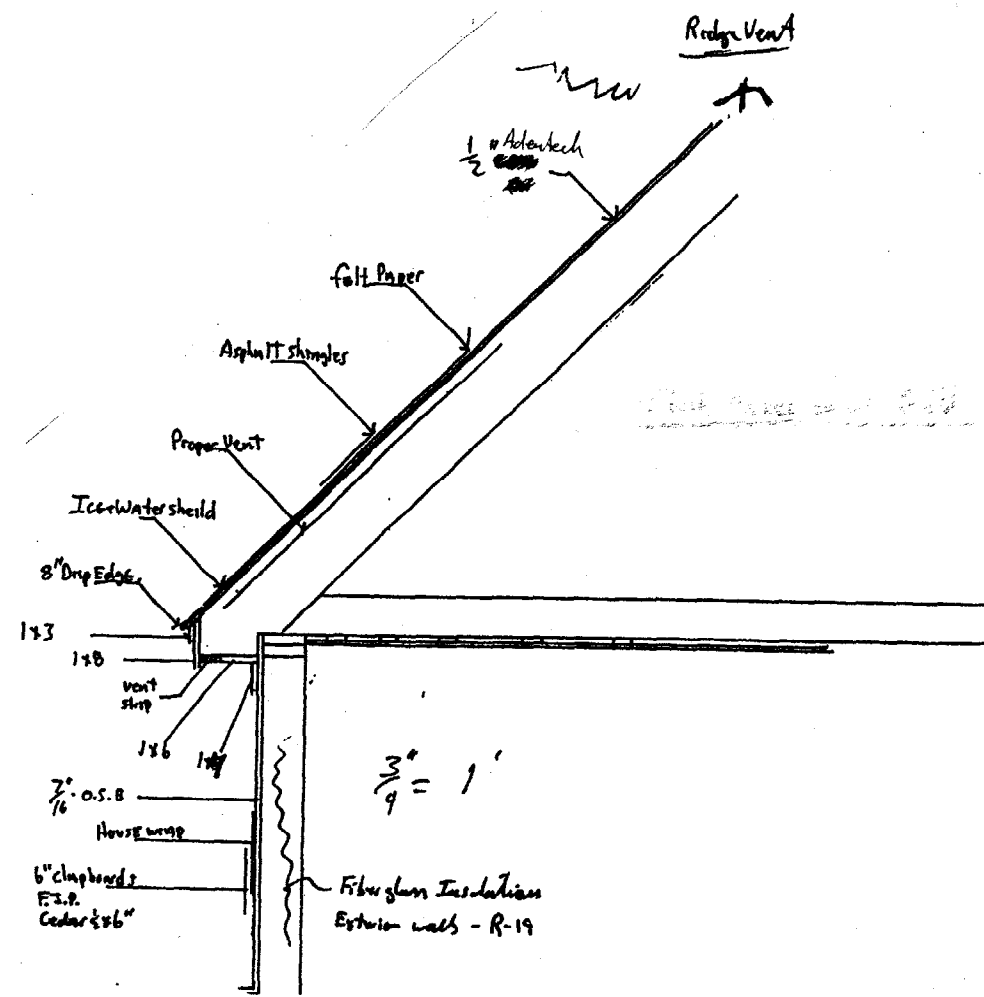
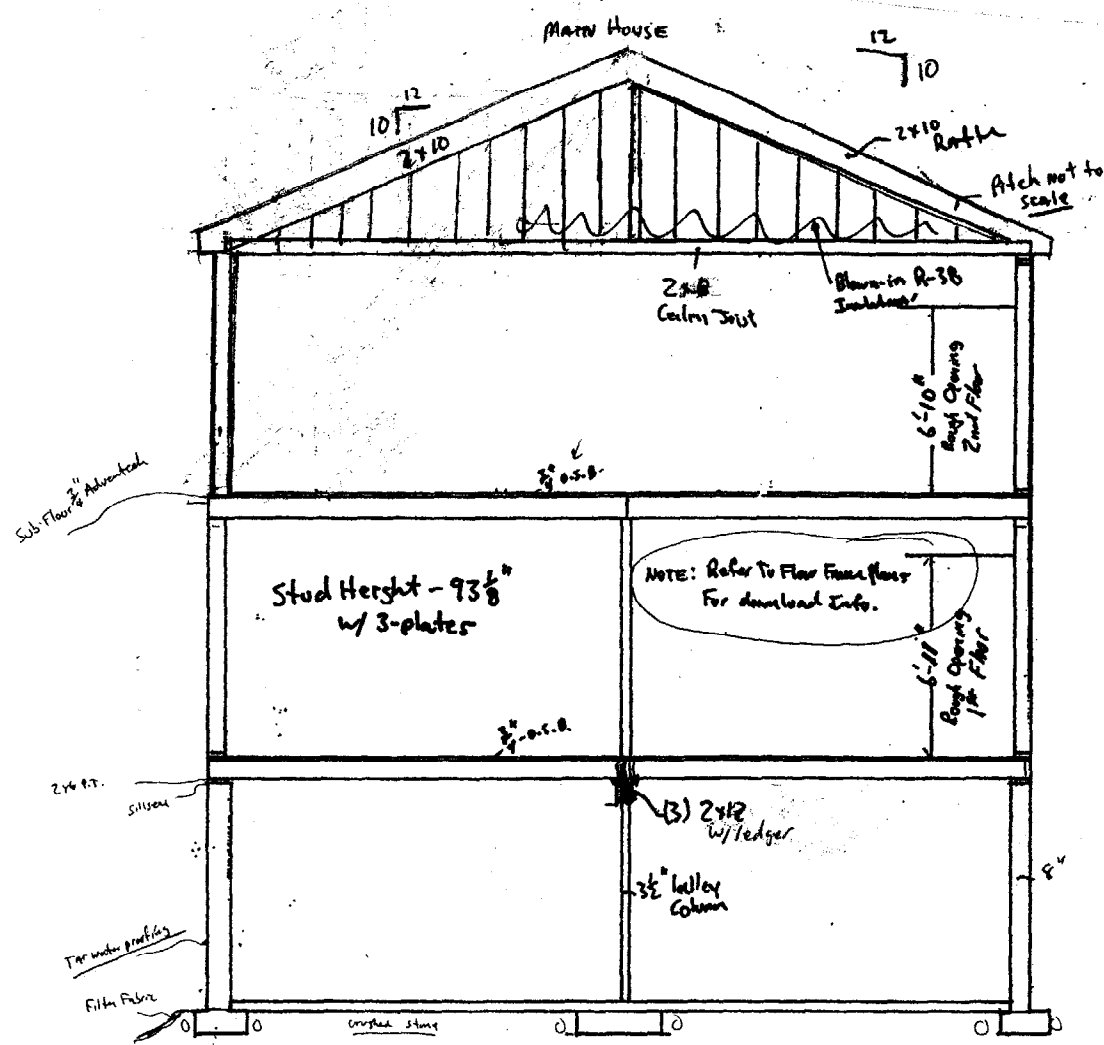
ceiling joist plan
 1/4" = 1'

J.S. WYSE Builders Inc.	
Stewart Residence : Lot #28 Curious Submission	
Portland, ME	
Ceiling Joist PLAN - 1/4" = 1'	
Revised - 12-16-02	Page 10 of 12



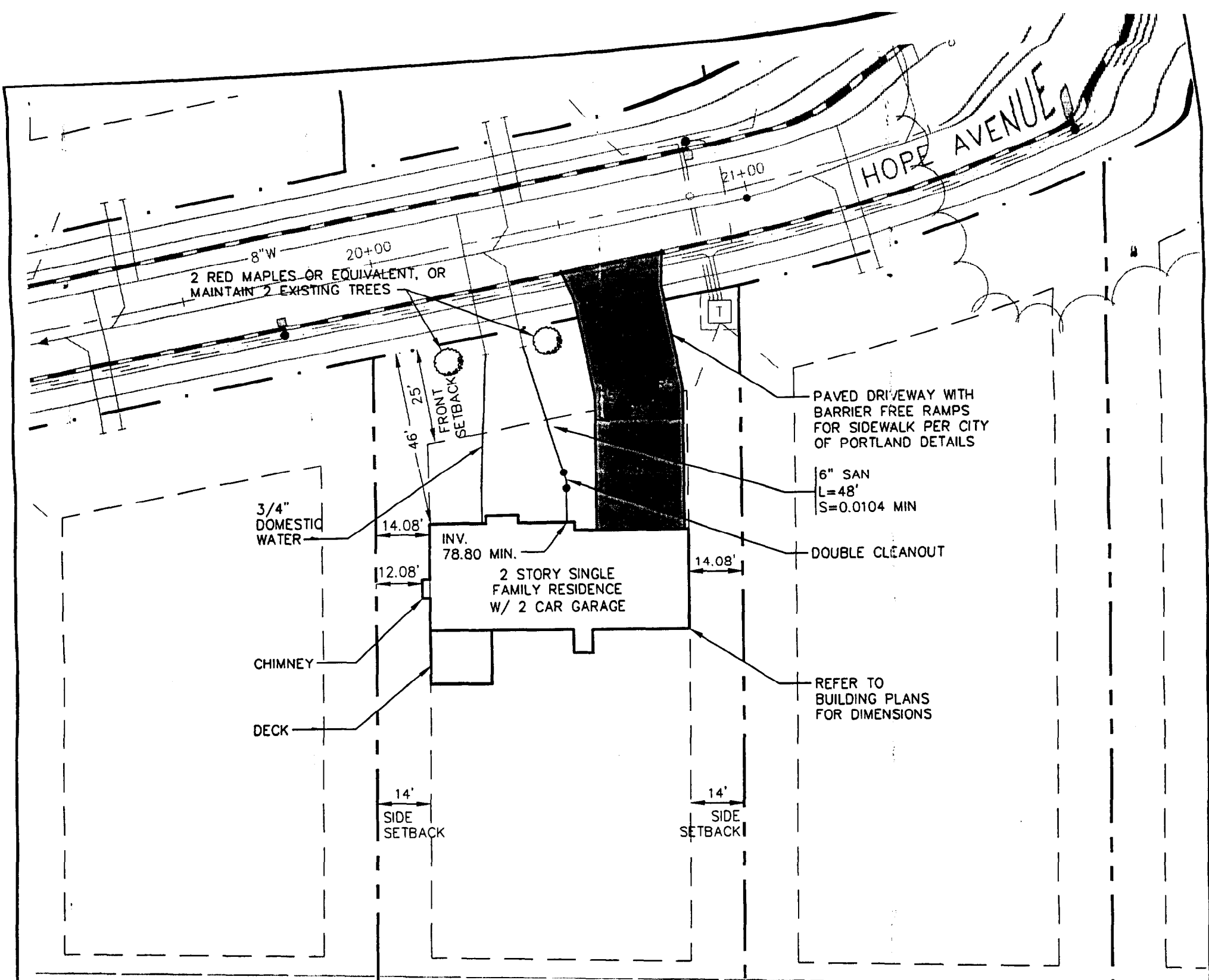
J.S. Wyse Builders Inc.	
Stewart Residence - lot #28 Curtis rd Subdivision	
Portland, ME.	
Roof Frame Plan - 1/4" = 1'	
Revised - 12-16-02	Page 11 of 12

- NOTES:
- 1.) Smoke detectors on per level - all Bedrooms, and each level
 - 2.) Stairs - 10" min Tread
 $7\frac{3}{4}$ " max RISE
 Handrails - 34"-38" - (not part of guardrail)
 Guardrail - 42" height
 Balusters - shall be less than 4" space between.
 Headroom - 6'-8"



Main Staircase - $7\frac{1}{16}$ Rise
 10" Frame Tread

J.S. Wyse Builders Inc. -
STEWART Residence - Lot # 28 - Cont'd. Subdivision
Portland - Maine -
Sectional Plan -
Revised - 12-16-02 / Page 12 of 12



LOT 29

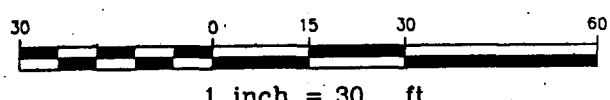
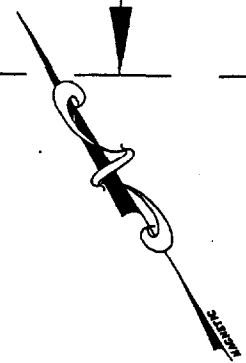
LOT 28
34,269 sf
0.79 ac

LOT 27

ne Power Company E

GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED BY TITCOMB ASSOCIATES IN 2001.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
4. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO PORTLAND WATER DISTRICT STANDARDS. DISINFECTION OF WATER LINES SHALL CONFORM TO AWWA STANDARD C651, LATEST REVISION.
5. ALL SEWER MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
6. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. AND CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.



Design: DER	Date: JAN 2003
Draft: SGB	Job No.: 712
Checked: AMP	Scale: 1"=30'
File Name: 712-SP	

GP Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services

PO Box 1237
15 Silver Road
Gray, ME 04039
207-657-5910
FAX: 207-657-8812
E-Mail: mail@gorrillpalmer.com

Drawing Name: **Lot 28 Site Layout and Utility Plan**

Project: **PRESUMPCOT RIVER PLACE**

Figure No. **2**

Merge, Revised Site Plan Attached

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

2003-0009
Application I. D. Number
01/21/2003
Application Date
End ^{Curtis} ~~Curtis~~ Road (lot #28)
Project Name/Description

Stewart, Bonnie & Todd
Applicant
409 Palmer Ave, Portland, ME 04103
Applicant's Mailing Address

Curtis Rd, Portland, Maine
Address of Proposed Site
389 G003001
Assessor's Reference: Chart-Block-Lot

390-A-028
~~370 B 004001~~

Consultant/Agent
Applicant Ph: (207) 797-7134 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)

2600 sq. Ft. 34,269 sq. Ft.
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

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

Fees Paid: Site Plan \$50.00 Subdivision Engineer Review \$250.00 Date 01/23/2003

DRC Approval Status:

Reviewer **Jay Reynolds**

Approved **Approved w/Conditions** See Attached Denied
Approval Date 03/10/2003 Approval Expiration 03/10/2004 Extension to Additional Sheets Attached
 Condition Compliance **Jay Reynolds** signature 03/10/2003 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 Issue	date		
Performance Guarantee Reduced	date	remaining balance	signature
Temporary Certificate of Occupancy	date	Conditions (See Attached)	expiration date
Final Inspection	date	signature	
Certificate Of Occupancy	date		
Performance Guarantee Released	date	signature	
Defect Guarantee Submitted	submitted date	amount	expiration date
Defect Guarantee Released	date	signature	