

City of Portland, Maine - Building or Use Permit Application

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

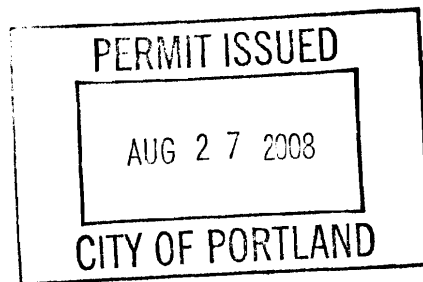
Permit No: 08-0897	Issue Date:	CBL: 133 B014001
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Location of Construction: 16 MABEL ST	Owner Name: Watson Andrew & Margaret	Owner Address: 16 MABEL ST	Phone:
Business Name:	Contractor Name: property owner	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Duplex	Zone: RS/ROS

Past Use: Duplex <i>legal use - 2 residential dwellings in 1st</i>	Proposed Use: Duplex - remove existing seasonal sunporch and other structures. Replace w/ addition, first floor sunroom, smaller second floor sunroom, and daylight basement master bedroom	Permit Fee: \$520.00	Cost of Work: \$50,000.00	CEO District: 5
Proposed Project Description: remove existing seasonal sunporch and other structures. Replace w/ addition, first floor sunroom, smaller second floor sunroom, and daylight basement master bedroom		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB IRC 2003	
		Signature: <i>Jm 8/25/08</i>		Signature: <i>Jm 8/25/08</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____				

Permit Taken By: ldobson	Date Applied For: 07/22/2008	Zoning Approval		
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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> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ conditions</i> Date: 8/8/08 <i>ABM</i>	<p>Zoning Appeal</p> <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: _____	<p>Historic Preservation</p> <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 <i>ABM</i> Date: _____
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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

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Business Name:	Contractor Name: property owner	Contractor Address:	Phone:
Lessee/Buyer's Name:	Phone:	Permit Type: Additions - Duplex	Zone: RS/ROS

Past Use: Duplex <i>legal use - 2 residential dwellings in 1960s</i>	Proposed Use: Duplex - remove existing seasonal sunporch and other structures. Replace w/ addition, first floor sunroom, smaller second floor sunroom, and daylight basement master bedroom.	Permit Fee: \$520.00	Cost of Work: \$50,000.00	CEO District: 5
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FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB IRC 2003 Signature: <i>Jm 8/25/08</i>
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Signature: _____ Date: _____

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

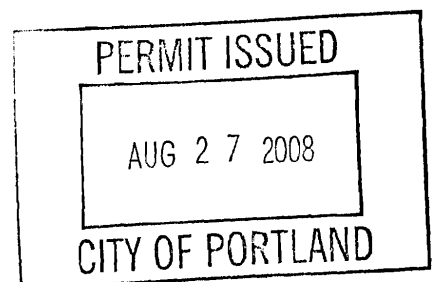
Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 07/22/2008
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Zoning Approval

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- 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 <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/conditions</i> Date: 8/18/08 <i>ARM</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 <i>ARM</i> Date: _____
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SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE



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>14-16 MABEL ST.</u>		
Total Square Footage of Proposed Structure/Area <u>465 ft² FOOTPRINT</u>		Square Footage of Lot <u>10000 ft²</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>133 B 14-15</u>	Applicant * must be owner, Lessee or Buyer * Name <u>ANDREW WATSON</u> Address <u>14 MABEL ST</u> City, State & Zip <u>PORTLAND, ME 04103</u>	Telephone: <u>749-7376</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>50,000</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>DUPLEX</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>DUPLEX - SAME</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>REMOVE EXISTING SEASONAL SUNPORCH AND OTHER STRUCTURES. REPLACE WITH ADDITION WITH FIRST FLOOR SUNROOM, SMALLER SECOND FLOOR SUNROOM, AND OUTLIGHT BASEMENT MASTER BEDROOM. (NOTE CHANGED DECK LOCATION)</u>		
Contractor's name: <u>ANDREW WATSON</u> Address: <u>14 MABEL ST.</u> City, State & Zip <u>PORTLAND, ME 04103</u> Telephone: <u>749-7376</u> Who should we contact when the permit is ready: <u>ANDREW WATSON</u> Telephone: <u>SAME</u> Mailing address: <u>SAME</u>		

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

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

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

Signature: 

Date: 7/22/2008

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

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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 08/08/2008**Note:** Deck encroaches into ROSzone, but section 14-51 allows the R-5 expansion into the ROS zone up to 30'. **Ok to Issue:**

- 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 addition, it may be required to be located by a surveyor.
- 2) This property shall remain a two family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) 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 with Conditions **Reviewer:** Tom Markley **Approval Date:** 08/25/2008**Note:** **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

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.

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

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

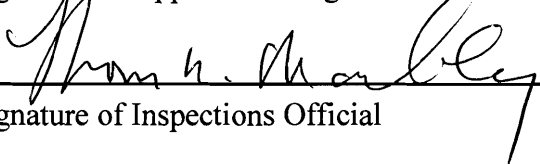
Final inspection required at completion of work.

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.

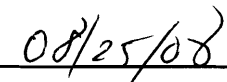
CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Signature of Applicant/Designee



Signature of Inspections Official

Date



Date

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Signature of Applicant/Designee

8/25/08
Date


Signature of Inspections Official

8/27/08
Date

FOR MORTGAGE LENDER USE ONLY

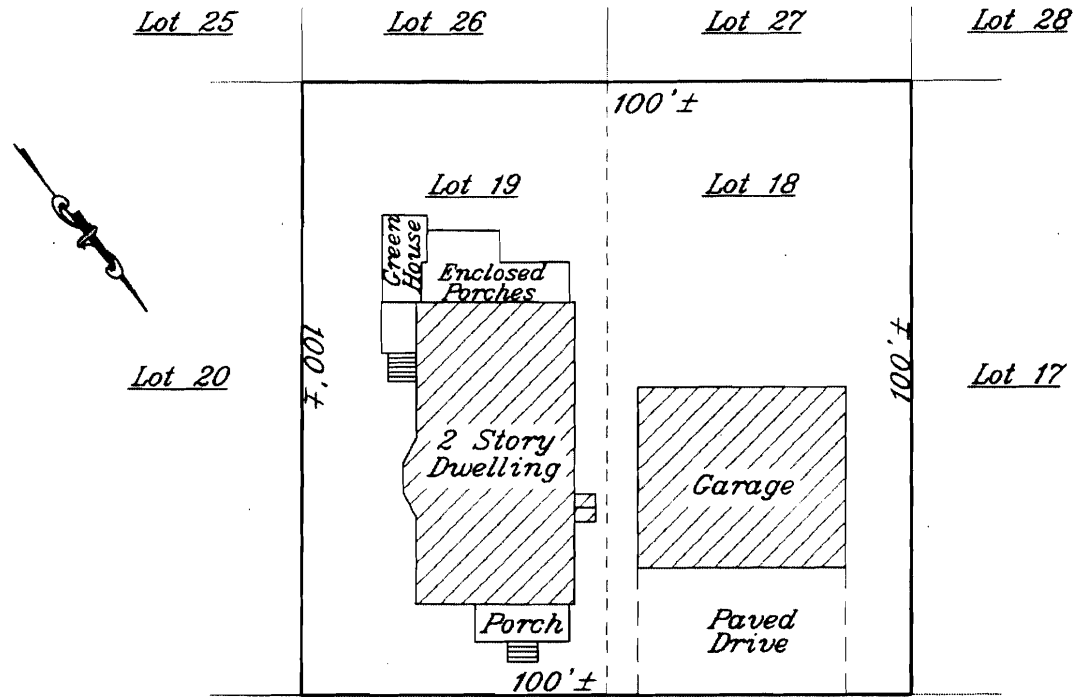
GENERAL NOTES: (1) DISTANCES SHOWN ARE TAKEN FROM PROVIDED TITLE REFERENCES SHOWN BELOW. (2) THE PURPOSE OF THIS INSPECTION IS TO RENDER AN OPINION AS FOLLOWS: A) DWELLING AND ACCESSORY STRUCTURE'S COMPLIANCE WITH RESPECT TO MUNICIPAL ZONING SETBACKS, AND B) FLOOD ZONE DETERMINATION BY HORIZONTAL SCALING ON BELOW REFERENCED FEMA MAP. (3) THIS INSPECTION EXCEPTS OUT ALL TECHNICAL STANDARDS CURRENTLY SET FORTH BY STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. (4) THIS INSPECTION IS TO BE USED ONLY BY THE BELOW LISTED LENDER, TITLE ATTORNEY & TITLE INSURER AND IS NOT TO BE USED BY ANOTHER PARTY FOR BOUNDARY LINE LOCATIONS OR LAND TITLE OPINIONS. (5) A BOUNDARY SURVEY SHOULD BE PERFORMED TO RENDER A PROFESSIONAL OPINION PERTAINING TO BOUNDARY LINE LOCATIONS, BASEMENTS, RIGHTS OF WAY, ENCUMBRANCES, ENCROACHMENTS, AND/OR CONFLICTS WITH ADJACENT'S DEEDS.

REV. 06/19/07

THIS SKETCH IS NOT TO BE USED FOR CONSTRUCTION PURPOSES, IMPROVEMENTS SHOWN ARE APPROXIMATE.

ADDRESS: 14-16 Mabel Street INSP. DATE: 3-25-2008
Portland, Maine SCALE: 1" = 30'

Recommend Boundary Survey for accurate location.



Mabel Street

apparent r/w

← To Leland Street

SBH

SEE PROVIDED TITLE REFERENCES FOR APPURTENANCES, IF ANY.

APPLICANT: Andrew & Margaret Watson FILE#: 20821083

OWNER: Marie McAvoy CLIENT#: _____

LENDER: _____

REQ. PARTY: _____

ATTORNEY: _____

TITLE REFERENCES: COUNTY: Cumberland

DEED BOOK: 14225 PAGE: p/o 347

PLAN BOOK: 8 PAGE: 41 LOT: 18 & 19

MUNICIPAL REFERENCE:

MAP: 133 BLOCK: B LOT: 14-15

THE DWELLING DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE PER FEMA COMMUNITY MAP No. 230051 PANEL: 0007C
 ZONE: X DATE: 12-8-1998

THE DWELLING WAS ████ IN COMPLIANCE WITH MUNICIPAL ZONING SETBACK REQUIREMENTS AT THE TIME OF CONSTRUCTION.

James D. Nadeau, LLC
 Professional Land Surveyors

[Signature]
 3-26-08

918 BRIGHTON AVE. PH: (207) 878-7870
 PORTLAND, ME. 04102 F: (207) 878-7871

THIS INSPECTION IS VALID ONLY WITH AN
 EMBOSSED SEAL AND IS NULL & VOID
 90 DAYS AFTER INSPECTION DATE.

THIS IS NOT A BOUNDARY SURVEY - NOT FOR RECORDING

FOR MORTGAGE LENDER USE ONLY

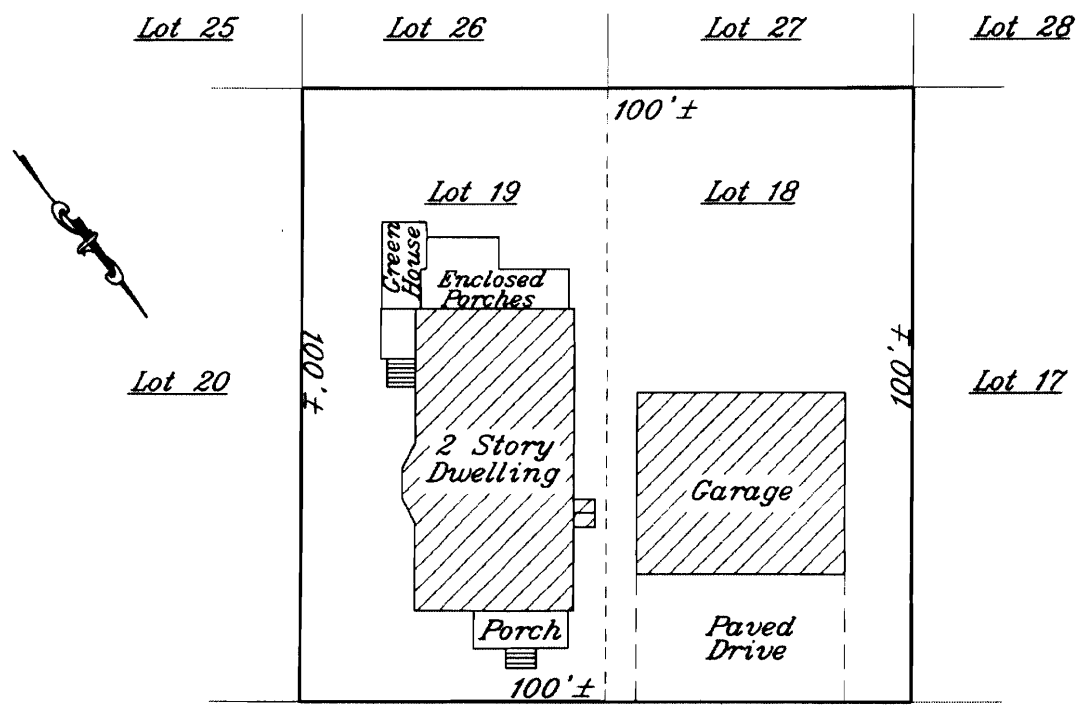
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SBH

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[Signature]
3-26-08

918 BRIGHTON AVE. PH.(207)878-7870
 PORTLAND, ME. 04102 F.(207)878-7871
 THIS INSPECTION IS VALID ONLY WITH AN EMBOSSED SEAL AND IS NULL & VOID 90 DAYS AFTER INSPECTION DATE.

THIS IS NOT A BOUNDARY SURVEY - NOT FOR RECORDING

PURCHASE AND SALE AGREEMENT

April 17, 2008

April 18, 2008 Effective Date

Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Andrew Watson, Margaret Watson ("Buyer") and Marie McAvoy ("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. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 14 - 16 Mabel St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 14225, Page(s) 347.

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, sump pump and electrical fixtures are included with the sale except for the following: none.

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: none.

4. PERSONAL PROPERTY: The following items of personal property as viewed on April 18, 2008 are included with the sale at no additional cost, in "as is" condition with no warranties: ranges (3); refridgerators (3); woodstove (1); washer/dryer (1 basement).

Seller represents that such items shall be operational at the time of closing, except: none.

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 380,000.00. Buyer has delivered; or will deliver to the Agency within _____ days of the date of this offer, a deposit of earnest money in the amount \$ 3,700.00. 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 \$ 2,300.00 will be delivered April 21, 2008. 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:

6. EARNEST MONEY/ACCEPTANCE: Five Star Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 18, 2008 (date) 6:00 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.

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 May 29, 2008 (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.

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.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) none. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price of company that delivered fuel as of date of closing. 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.

12. 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 or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>3</u> days	j. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>3</u> days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
i. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				s. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. 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 in Buyer's sole discretion, 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 investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a **adjustable rate** loan of 90.000 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within n/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ none toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Matthew Trudel of Five Star Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

Matthew Trudel of Five Star Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

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

16. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: boundary survey showing where the 35 1/2 feet are needed in paragraph #26.

The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

24. 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.

25. 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 closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

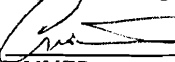
26. OTHER CONDITIONS: The buyers and seller agree that as of April 21, 2008, the \$6000.00 earnest money will become non-refundable, unless the boundary survey (that the seller is having done) shows that there is less than 35 feet 6 inches from the back of the foundation to the rear property line. If there is 35 feet 6 inches, or more, than the earnest money remains non-refundable and will be turned over to the seller if the buyers fail to purchase the property for any reason.

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 C67 RIVER RD. BRUNSWICK, ME 04011

 4/17/2008
BUYER _____ DATE _____ BUYER _____ DATE _____
Andrew Watson Margaret Watson

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 _____

SELLER Marie McAvoy _____ DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

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

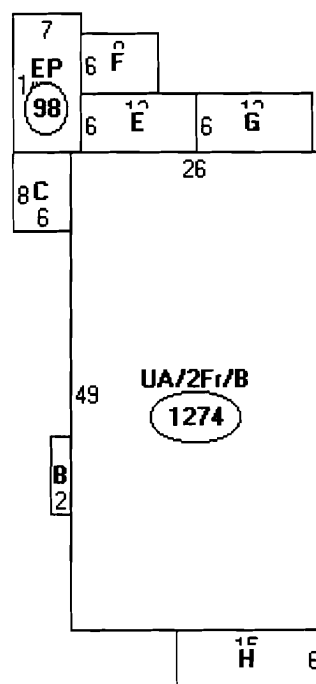
BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



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Descriptor/Area

A: UA/2Fr/B
1274 sqftB: 2FBAY/B
16 sqft~~C: WD
48 sqft~~~~D: EP
98 sqft~~~~E: FUB
72 sqft~~~~F: EP/2sOP
48 sqft~~~~G: 2sEP/OP
72 sqft~~H: OFP
90 sqft~~1274~~

= 1350

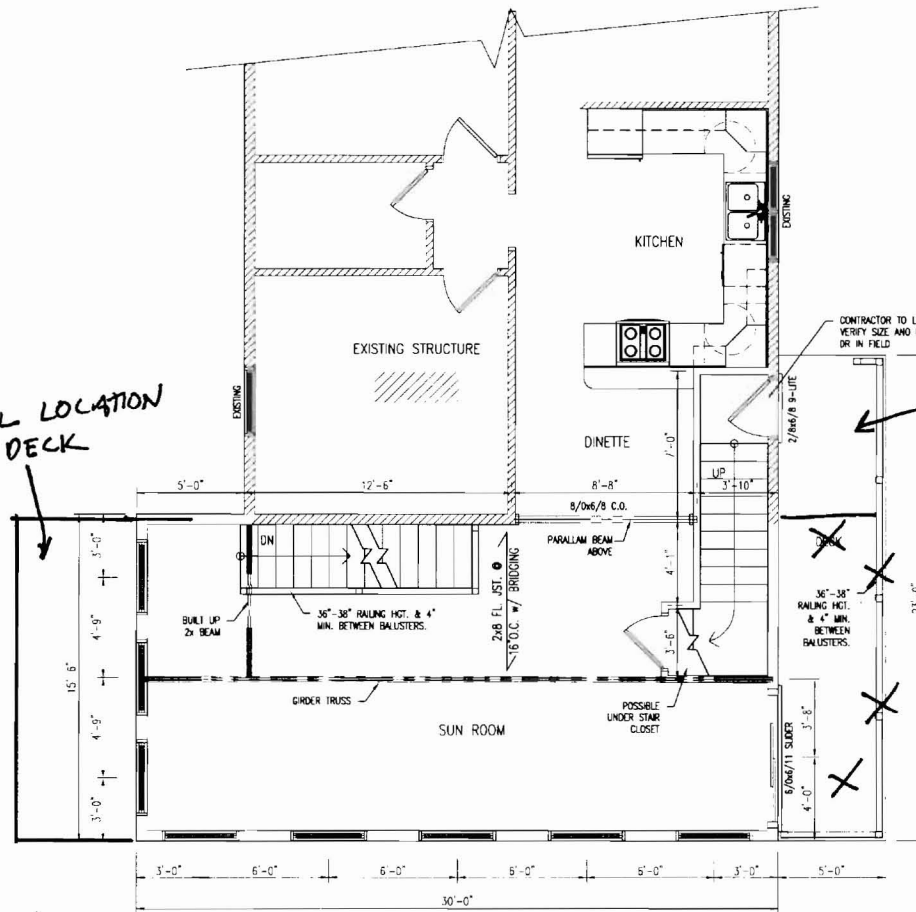
$$\text{garage} = 29 \times 34 = 986$$

$$\text{addition} - 30 \times 15 = 450$$

$$- 5 \times 23 = 115$$

2931

ACTUAL LOCATION OF DECK



FIRST FLOOR PLAN
1/4" = 1'-0"

EXISTING PORCH REMAINS

NOTE:

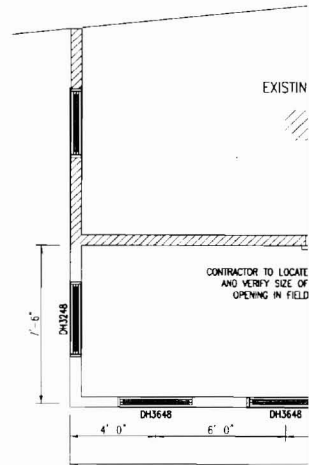
SMOKE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:

1. EACH SLEEPING AREA
2. OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM
3. ON EACH ADDITIONAL STORY OF THE DWELLING INCLUDING BASEMENT.
4. ALL SMOKE ALARMS SHALL BE INTERCONNECTED.
5. FIRE SEPARATION PER TOWN OR LOCAL CODE WHEN REQUIRED.

* EGRESS WINDOW

CONSTRUCTION NOTE:

CONTRACTOR TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE STARTING NEW CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES TO BE DETERMINED PER OWNER/CONT. OR LOCAL CODES.



SECOND FLOOR PLAN
1/4" = 1'-0"

1ST FLR. WINDOW SCHEDULE

Mark	Manufacturer	Style	Size		Egress	Header Size	HP Low-E	
			Width	Height			U-Factor	R-Value
1	Mothew Brothers	DH4060	3'-4"	5'-0"	YES	3-1/2" PARALLAM	35/35	
2	Mothew Brothers	DH4060	3'-4"	5'-0"	YES	3-1/2" PARALLAM	35/35	
3	Mothew Brothers	DH4060	3'-4"	4'-0"	YES	3-1/2" PARALLAM	35/35	
4	Mothew Brothers	DH4060	3'-4"	4'-0"	YES	3-1/2" PARALLAM	35/35	
5	Mothew Brothers	DH4060	3'-4"	4'-0"	YES	3-1/2" PARALLAM	35/35	
6	Mothew Brothers	DH4060	3'-4"	5'-0"	YES	3-1/2" PARALLAM	35/35	
7	Mothew Brothers	DH4060	3'-4"	5'-0"	YES	3-1/2" PARALLAM	35/35	
8	Mothew Brothers	DH4060	3'-4"	5'-0"	YES	3-1/2" PARALLAM	35/35	

HANCOCK CLASSIC WINDOWS NFRC CERTIFIED UNIT PERFORMANCE		
HANCOCK WINDOWS PRODUCT TYPE:	WITHOUT GRILLS HP LOW-E	
	U-FACTOR	R-VALUE
CASEMENT	U-FACTOR	0.31
	R-VALUE	0.31
STANDARD DOUBLE-HUNG	U-FACTOR	0.35
	R-VALUE	0.35
PREMIUM DOUBLE-HUNG	U-FACTOR	0.46
	R-VALUE	0.46
TRANSOM	U-FACTOR	0.34
	R-VALUE	0.34
AWNING	U-FACTOR	0.31
	R-VALUE	0.31
GLIDER	U-FACTOR	0.33
	R-VALUE	0.33

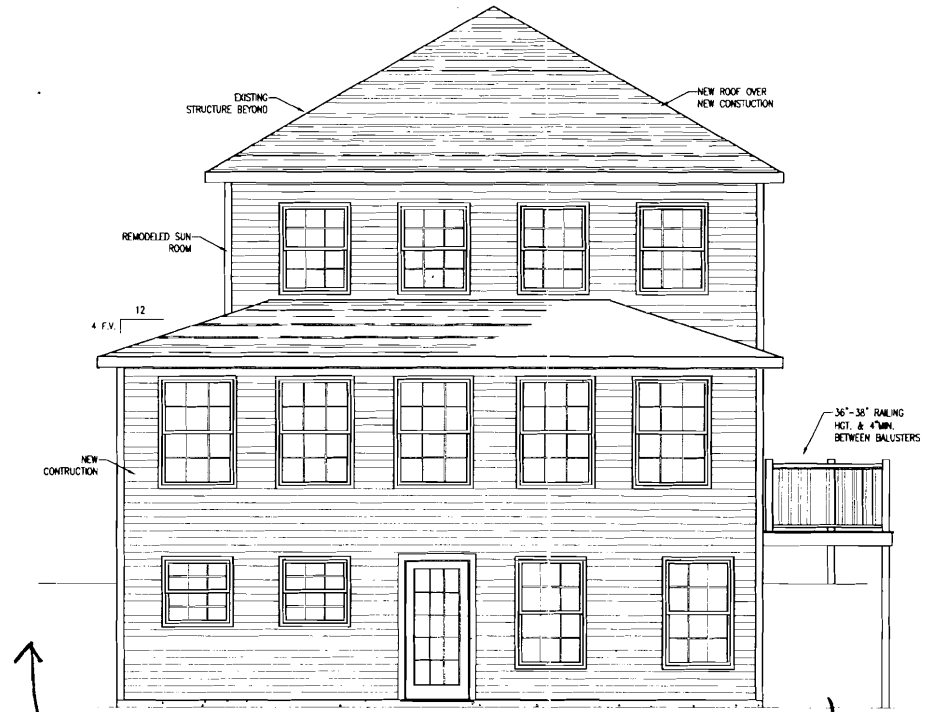
*MOTHEW BROTHERS NFRC CERTIFIED CENTER UNIT PERFORMANCE

2ND FLR. WIND

Mark	Manufacturer	Style	Size	
			Width	Height
1	Mothew Brothers	DH4048	3'-4"	4'-0"
2	Mothew Brothers	DH4048	3'-4"	4'-0"
3	Mothew Brothers	DH4048	3'-4"	4'-0"
4	Mothew Brothers	DH4048	3'-4"	4'-0"
5	Mothew Brothers	DH4048	3'-4"	4'-0"
6	Mothew Brothers	DH4048	3'-4"	4'-0"

HANCOCK CLASSIC WINDOWS NFRC CERTIFIED UNIT PERFORMANCE		
HANCOCK WINDOWS PRODUCT TYPE:	WITHOUT GRILLS HP LOW-E	
	U-FACTOR	R-VALUE
CASEMENT	U-FACTOR	
	R-VALUE	
STANDARD DOUBLE-HUNG	U-FACTOR	
	R-VALUE	
PREMIUM DOUBLE-HUNG	U-FACTOR	
	R-VALUE	
TRANSOM	U-FACTOR	
	R-VALUE	
AWNING	U-FACTOR	
	R-VALUE	
GLIDER	U-FACTOR	
	R-VALUE	

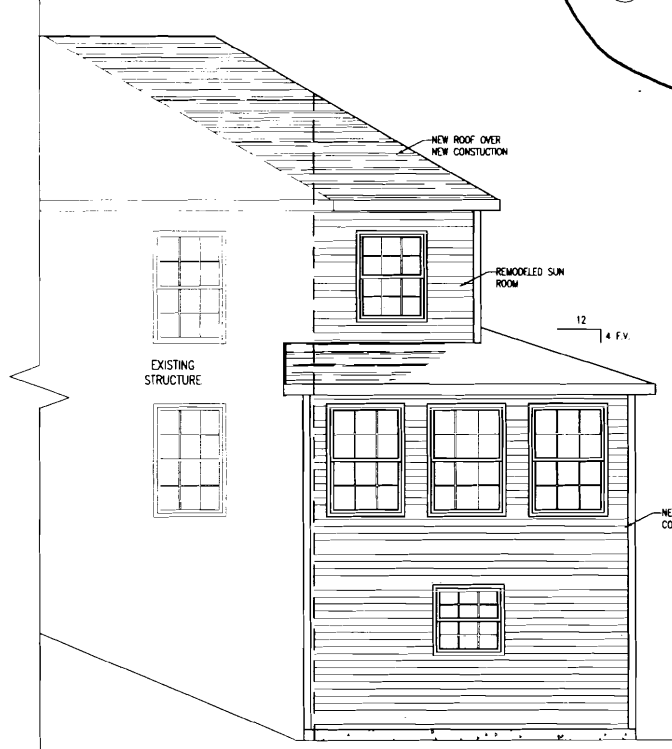
*MOTHEW BROTHERS NFRC CERTIFIED CENTER UNIT PERFORMANCE



REAR ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:
CONTRACTOR TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. OR LOCAL CODES.

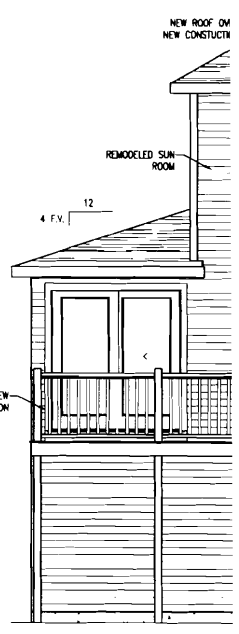
DECK TO BE ON
OPPOSITE SIDE



LEFT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:
CONTRACTOR TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. OR LOCAL CODES.

DECK TO BE ON
"LEFT" ELEVATION



RIGHT ELEVATION
1/4" = 1'-0"

RS

lot size 10,000 ϕ

land area per dc 3,000 ϕ ok

front 20' N/A

rear 20' min - 20' given

side 14' (2 $\frac{1}{2}$) min - 18' given on right left
46' on right.

lot coverage 40% = 4,000 ϕ - 2931 ϕ OK.

LOT 26
REF 1
SEE NOTE 3

LOT 27
REF 1
SEE NOTE 3

Can go 30' into ROS (14-51)

