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

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

	CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1	SURVEY		x			
٠.	Purpose:		[]			
2.	SOILS TEST		x			
	Purpose:					
3.	SEPTIC SYSTEM DESIGN		X			
	Purpose:					
4.	LOCAL PERMITS	X		<u>45</u>	buyer	buyer
		uilding	permit f	for a single family l	home	
5.	HAZARDOUS WASTE REPORTS Purpose:		x			
6.	UTILITIES Purpose:		X			
7.	WATER Purpose:		x			
8.	SUB-DIVISION APPROVAL		x			
9.	Purpose: DEP/LURC APPROVALS Purpose:		X			
10.	ZONING VARIANCE Purpose:		X			
11.	HABITAT REVIEW/ WATERFOWL		x			
12.	Purpose: MDOT DRIVEWAY/ ENTRANCE PERMIT		x			
	Purpose:					
13.	DEED RESTRICTION Purpose:		X			
14.	TAX EXEMPT STATUS Purpose:		X			
15.	OTHER Purpose:		X			

Further specifications regarding any of the above: n/a

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

July 2007

Page 2 of 4 - P&S-LO

Buyer(s) Initials

Seller(s) Initials MM JN

<ul> <li>11. FINANCING: This Agreement X is is not subject to Financing. If subject to Financing: <ul> <li>a. This Agreement is subject to Buyer obtaining a <u>construction</u> loan of <u>80.000</u> % of the purchase price, at an interest rate not to exceed <u>prevailing</u> % and amortized over a period of <u>30</u> years.</li> <li>b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within <u>10</u> 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.</li> <li>c. Buyer to provide Seller with loan commitment letter from lender within <u>30</u> 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 the provision of this sub-paragraph, the earnest manual the sub-paragraph.</li> </ul> </li> </ul>					
money shall be returned to Buyer.  d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller o Seller's licensee.					
e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer o notice from the lender shall be a default under this Agreement.					
f. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.					
g. Buyer's ability to obtain financing is X is not subject to the sale of another property. See addendum Yes X No.  h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement sha no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.					
12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:					
n/a of n/a is a Seller Agent Buyer Agent Licensee Agency Disc Dual Agent Transaction Broke					
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 Dua Agency Consent Agreement.					
13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.  14. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.					
15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ al 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: n/a X No					
20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.					
July 2007 Page 3 of 4 - P&S-LO Buyer(s) Initials ————————————————————————————————————					

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: Mike Michaud, one of the sellers, is a licensed real estate agent in the State of Maine.

The property being conveyed is shown as "Lot #2" on a survey titled "Proposed Lot Split Plan for a Single Family Dwelling Kineo Street, Portland, Maine" completed for Michael Michaed by Back Bay Boundary and dated January 23, 2007 and revised on January 28,2008. Lot #2 consists of approximately 12,357.9 sq ft.

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 35 Ray St., Portland, ME 04103

BUYER Anne Theriault	DATE	BUYER Eric Theriault	DATE
Seller accepts the offer and agrees to deliver the agrees to pay agency a commission for services			d conditions set forth and
Seller's Mailing address is 8 Fernald Terra	ace, Portland,	ME 04103	
SELLER Joy Michael SELLER JOY Mi	d 2/26/08	/hml/h	2/26/08
SELLER Joy Michaeld		SELLER Mike Michaud	DATE
Seller agrees to sell on the terms and conditions	COUNTEI as detailed herein w		ns:
The parties acknowledge that until signed by Bu will expire unless accepted by Buyer's signature (time) AM PM.			
SELLER	DATE	SELLER	DATE
The Buyer hereby accepts the counter offer set for	orth above.		
BUYER	DATE	BUYER	DATE
	EXTEN	SION:	
The time for the performance of this Agreement	is extended until	DATE	·
BUYER	DATE		DATE.
DUIEN	DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE
Maine Association of REALTORS®.			^
All Rights Reserved. Revised July 200		of 4 - P&S-LO	

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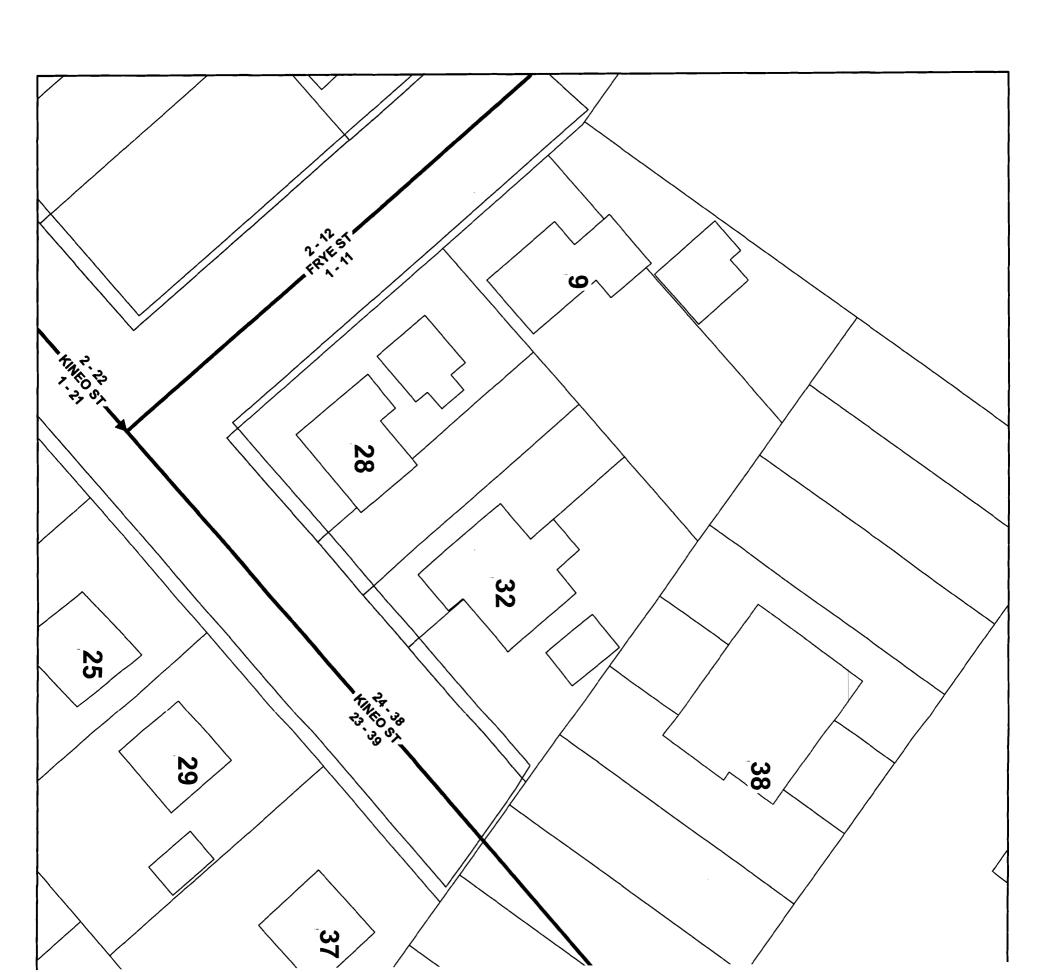
Michaud & Ther

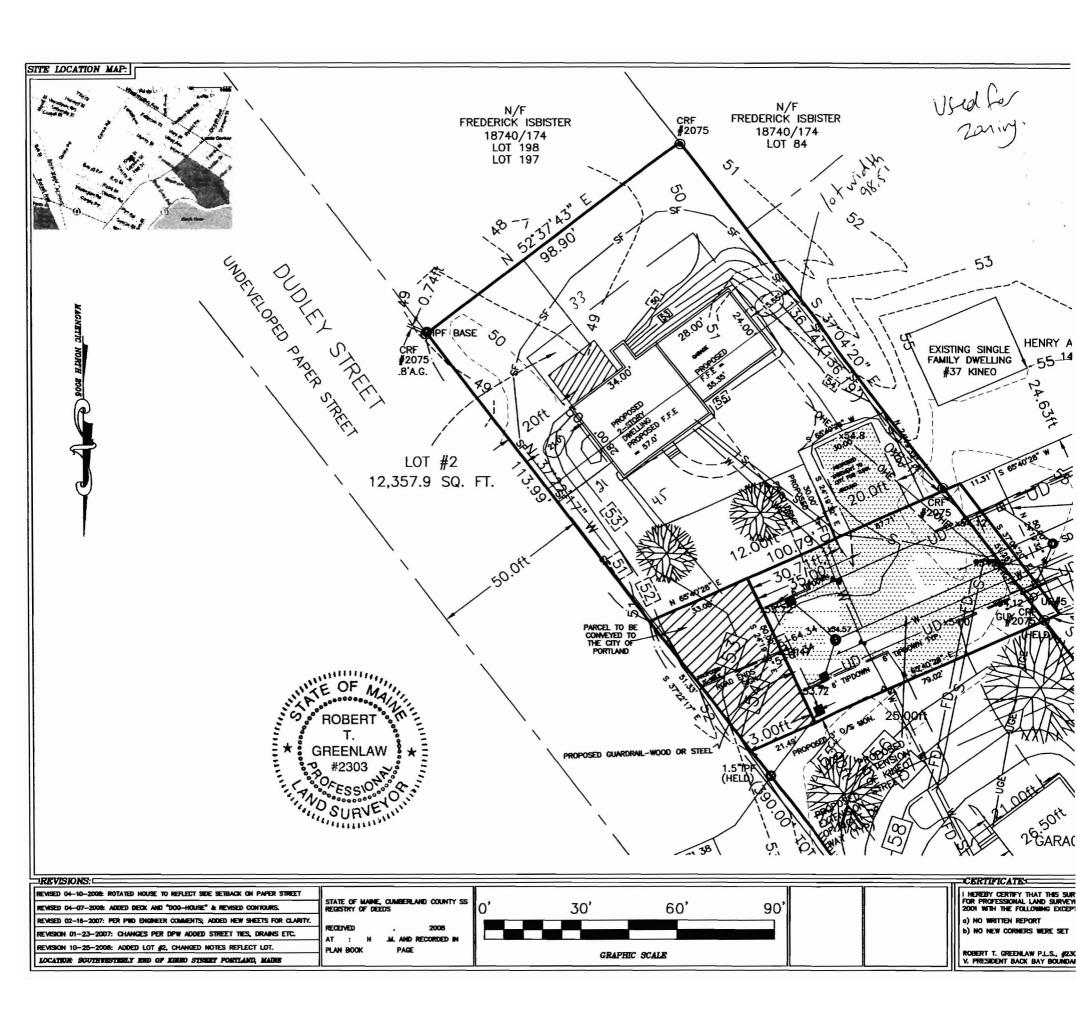
Type of Heating System	Not Shown	Darret Vent	
Means of Egress (Sec R311 & Basement	& R312)		
Number of Stairways			
Interior /			
Exterior 🔈			
Treads and Risers /0" 7 (Section R311.5.3) 7 1/4" R Width (Section R311.5.1) 3 -0 +	> 0 K		
Width (Section R311.5.1) 3 -0 +	- ok		
Headroom (Section R311.5.2) & &			
Guardrails and Handrails (Section R312 & R311.5.6 – R311.5.6.3)	, OK		
Smoke Detectors (Section R313) Location and type/Interconnected	Noted A4-#6		
Draftstopping (Section R502.12) and Fireblocking (Section (R602.8)	D/A		
Dwelling Unit Separation (Section R31 IBC – 2003 (Section 1207)	7) and / '		
	Not shown		

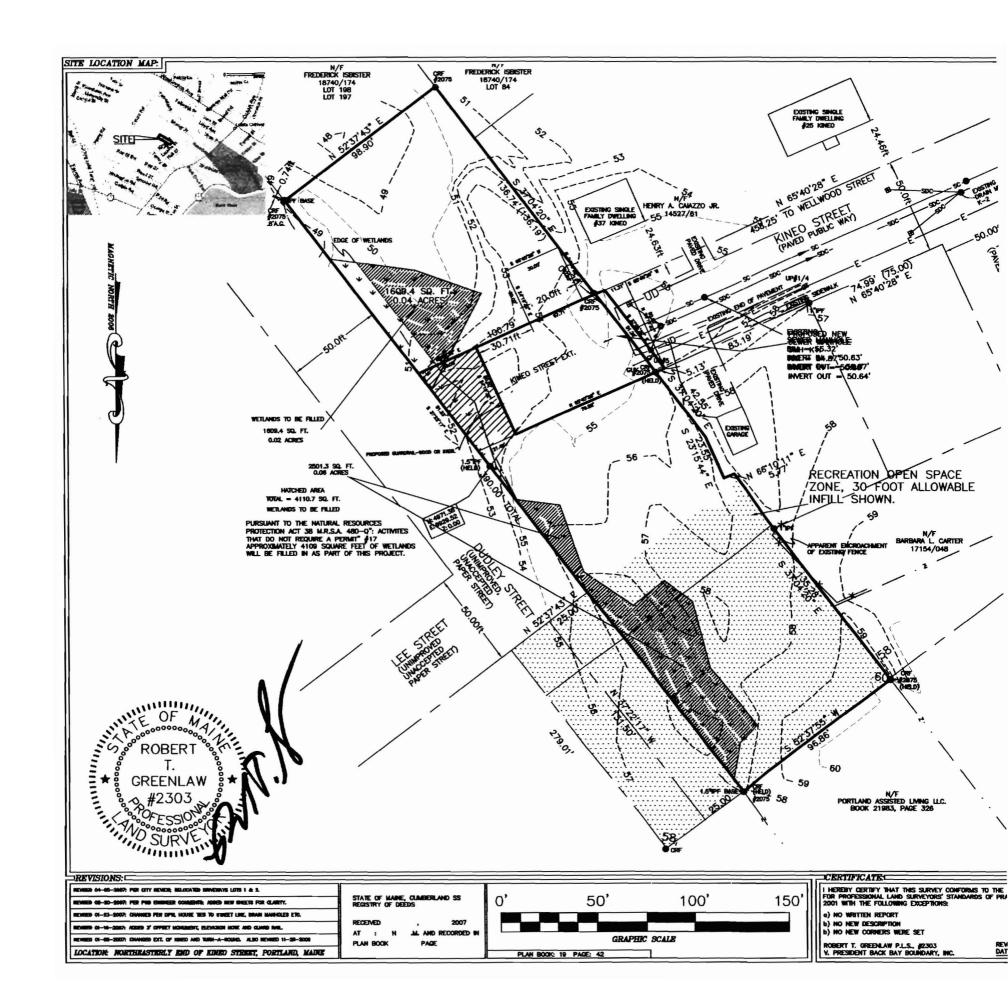
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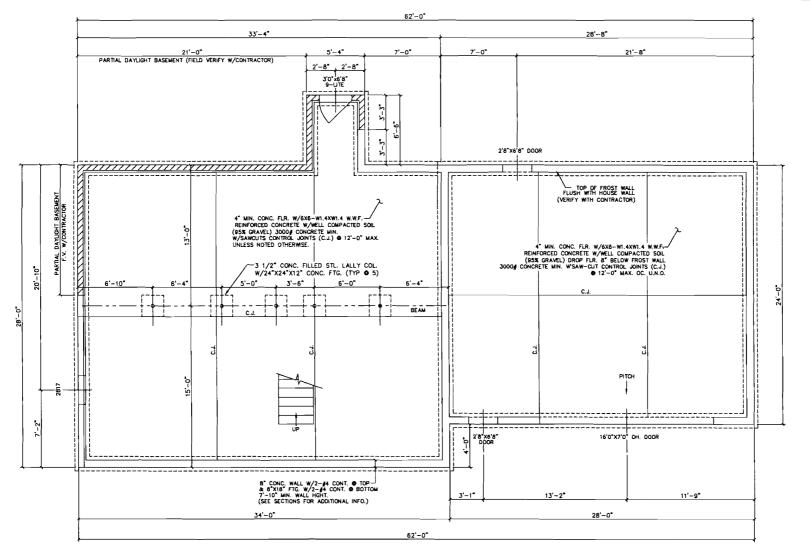
ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4		
Component -	Submitted Plan	Findings Revisions Date
STRUCTURAL		
Footing Dimensions/Depth	0//	
(Table P403.1 & R403.1(1),	De Constitution	
(Section R403.1 & R403.1.4.1)		
Foundation Drainage, Fabric, Damp proofing	Not shown	
(Section R405 & R406)		
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	OK- joted on SI	
Lally Column Type (Section R407)	3-2×12'S	
Girder & Header Spans (Table R 502.5(2))	,014	
Built-Up Wood Center Girder		
Dimension/Type	CX G PT	
Sill/Band Joist Type & Dimensions	LX & Y I	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2×10 S	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 S	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) andR802.4(2))	2×8°5	

Pitch, Span, Spacing& Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2×10 S	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1)	5/6 Roof / "Wall 3/4" floor	
Fastener Schedule (Table R602.3(1) & (2))	PIN IRC	
Private Garage		
(Section R309) Living Space? (Above or beside)	OK Shows 5/8"S w.	alls + c/ng
Fire separation (Section R309.2)	+ OK Shows	
Opening Protection (Section R309.1)	set shows voted	45
Emergency Escape and Rescue Openings (Section R310)	Not noted - Zyming	, ~ 2) ons
Roof Covering (Chapter 9)	Asphilt	
Safety Glazing (Section R308)	WA	
Attic Access (Section R807)	Not shown	22 x30 scottel Hatch
Chimney Clearances/Fire Blocking (Chap. 10)	Note 4-A4-OK	
Header Schedule (Section 502.5(1) & (2)	Givage -	All Hundres to besizxio
Exergy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-	Shows R-38 chag R-19 walls	
Factor Fenestration	R-19 Ploors	Ext Wall, 12-19 Cerlins R.38
	U. Value windows = t	0,35 of Her









## FOUNDATION NOTES:

- EQUINDATION NOTES:

  1. ALL FINISH WALL & FOOTING HEIGHTS SHALL BE DETERMINED
  IN THE FIELD WITH CONTRACTOR.
  2. BASSMENT WINDOW LOCATIONS & AND ROUGH OPIGS SMALL BE
  SERVED TO THE CONTRACTOR OF THE CONTRACTOR.
  3. ALL ANCHOR BOLTS SHALL BE JETERMINED IN FIELD BY CONTRACTOR.
  3. ALL ANCHOR BOLTS SHALL BE 1/2 X1 -0" HOOKED OR EQUIVALENT.
  4. -0" MAX. OC. & 1"-0" MIN. FROM ALL CORNERS.
  4. ALL CONTRACTOR OF THE CONTRACTOR BEFORE FORMS
  HAVE BEEN SET BEENED BY CONTRACTOR BEFORE FORMS
  HAVE BEEN SET BEENED BY CONTRACTOR BEFORE FORMS
  IN FIELD BY CONTRACTOR IF APPLICABLE.
  6. ALL CONSIDERATIONS FOR UTILITIES ARE THE RESPONSIBILITY
  OF THE CONTRACTOR.
  7. CONTRACTOR.
  8. WERRY PRODUCT (IE. BULGHFAD ETC.) DIMENSIONS WITH FLOOR PLAN
  4. WERRY PRODUCT (IE. BULGHFAD ETC.) DIMENSIONS SZES TO
  SOIL BEARNING CAPACITIES AS RECO.
  9. (DO NOT) BACKFILL MORE THAN 3"-0" BEFORE IST FLR. FRAMING—
  JOITS AS SUBFLOOR IS COMPLETE. IN TREIOR AND EXTERIOR OF FOUNDATION.
  10. PRAN TILL PLANES SHALL HAVE SAW-CUT CONTROL JOINTS

  11. SEE BULDIONS SECIONS FOR ADDITIONAL REINFRORMS REQUIREMENTS.
  12. ALL CONCRETE SLABS SHALL HAVE SAW-CUT CONTROL JOINTS
  10 12'-0" MAX. UNLESS NOTED OTHERWISE

## FOUNDATION PLAN

ALL DRAWNGS, PLANS, SKETCHES ETC. ARE PROVIDED TO DUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL MAME CODES. NONE OF THE EMPLOYEES OF MORIO DRAFTING AND DESIGN ARE REGISTERED RACHECTS, ENGINEERS OR LAND. SURVEYORS, ALL LOAD BERAWN RECURREMENTS AND CODES SHALL BE VERIFIED BY REGISTERED PROFESSIONAL, IF NOT IT SHALL BE RESPONSIBILITY OF CONTRACTOR. ALL DIMENSIONS, SPECIFICATIONS, CONSTRUCTION TECHNIQUES AND OMISSIONS SHALL BE REVIEWED BY CLIENT AND, OR CONTRACTOR BEFORE CONSTRUCTION BEGINS MORN DRAFTING AND DESIGN SHALL BE HELD ARMILES. MORN DRAFTING AND DESIGN SHALL BE HELD HARMLESS. MORN DRAFTING AND DESIGN SHALLS SHALL BE HELD HARMLESS. MORN DRAFTING AND DESIGN SHALLS NO LIBRATY FOR CHANGES AND/OR REVISIONS TO PLANS BY CLIENT AND/OR CONTRACTOR.

MORIN DRAFTING GORHAM, ME. 893-2462

THERIAULT RESIDENCE Kineo Street, Portland, Maine

FOUNDATION PLAN

DRAWN: J. MORIN SCALE: 1/4"=1'-0" DATE: 12-29-07

REVISED 03-12-08

S1



FRONT ELEVATION

REVISED 03-12-08

MORIN DRAFTING GORHAM, ME. 893-2462

THERIAULT RESIDENCE Kineo Street, Portland, Moine

ELEVATION

DRAWN: J. MORIN
SCALE: 1/4"=1'-0"
DATE: 12-29-07

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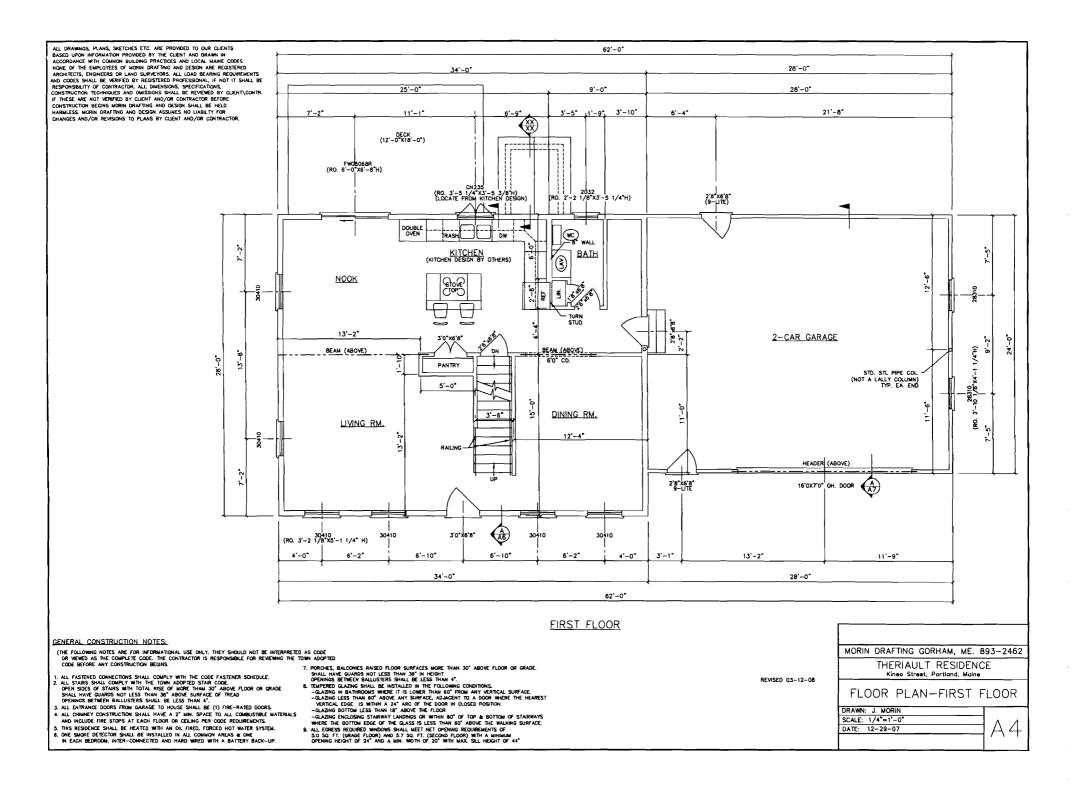


REVISED 03-12-08

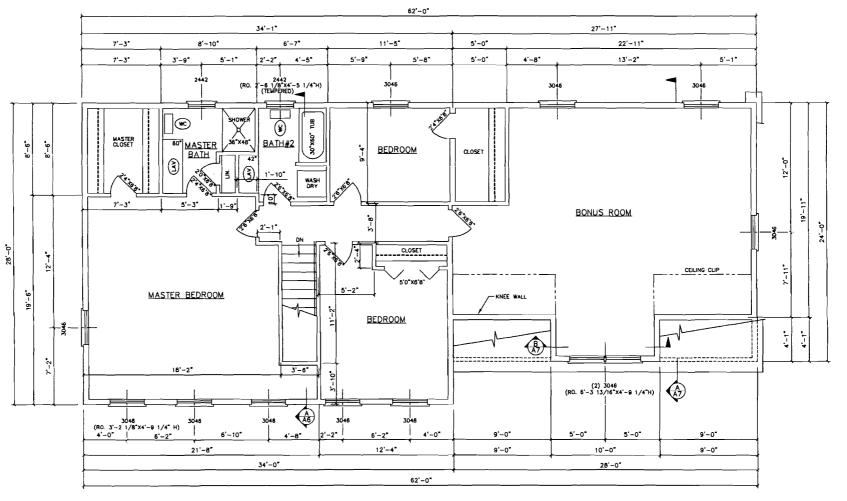
MORIN DRAFTING GORHAM, ME. 893-2462
THERIAULT RESIDENCE
Kineo Street, Portland, Moine

ELEVATION

DRAWN: J. MORIN
SCALE: 1/4\*=1'-0\*
DATE: 12-29-07



ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO CUIP CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND ORAMIN IN ACCORDANCE WITH COMMON BRUIDWING PRACTICES AND LOCAL MANNE CODES MORE OF THE EUPLOYES OF MORN ORAFTING AND SEGON ARE REGISTERED MACHIETCES, ENGINEERS OR LAND SUPERVISOR, ALL LOAD BEARMS REQUIREMENTS AND CODES SHALL BE VERIFIED BY REGISTERED PROFESSIONAL, IF NOT IT SHALL BE RESPONDING TO CONTROLES AND CAMPSIONS SHALL BE REVEWED BY CLIENT AND COMPANY OF CONTROLES AND CAMPSIONS SHALL BE REVEWED BY CLIENT TANDORS, SPECIFICATIONS, CONTROLED REPORT CONSTRUCTION SECOND WORTH OF CONTROLES AND CAMPSIONS SHALL BE REVEWED BY CLIENT TANDORS OR CONTRACTOR SEFORE CONSTRUCTION SECOND WORTH OF ATTEMPS AND CESON SHALL BE HELD HARMLESS, MORN DRAFTING AND DESIGN SHALLS SHO LUBBITY FOR CHANGES AND/OR REMSIONS TO PLANS BY CLIENT AND/OR CONTRACTOR,



## GENERAL CONSTRUCTION NOTES:

(THE FOLLOWING NOTES ARE FOR INFORMATIONAL USE ONLY. THEY SHOULD NOT BE INTERPRETED AS CODE ON VIEWD AS THE COMPLETE CODE. THE CONTRACTOR IS RESPONSIBLE FOR REVENING THE TOWN ADOPTED CODE BEFORE ANY CONSTRUCTION BEGINS.

- 1. ALL FASTINED CONNECTIONS SHALL COMPLY WITH THE CODE FASTENER SCHEDULE.

  2. ALL STARS SHALL COMPLY WITH IT OWN ADOPTED STAR CODE.
  OPEN SIGES OF STARS WITH TOTAL RISE OF MORE THAN 20' ABOVE FLOOR OR GRADE
  SHALL HAVE CUARDS NOT LESS THAN 30' ABOVE SURFACE OF TREAD
  OPPINIOS BETWEEN BALLISTERS SHALL BE LESS THAN 4'.

  3. ALL EHIRANCE DOORS FROM GARAGE TO HOUSE SHALL BE (1) PIRE—RATED DOORS.

  4. ALL CHIMMET CONSTRUCTION SHALL HAVE A 2' MAN SPACE TO ALL COMBUSTIBLE MATERIALS
  AND INCLUDE FIRE STOPS AT EACH FLOOR OF CEILLING PER CODE GRUDDIENTS.
  5. THIS RESIDENCE SHALL BE HEATED WITH AN UP IRRED, FORCED HOT WATER SYSTEM.
  6. ONE SHOWE DETECTION SHALL BE WISTALLED ON ALL COMMON AREAS & ONE
  IN EACH BEROOGU, MITER—CONNECTED AND HAMPO WRITED WITH & BACHERY BACK—UP.

SECOND FLOOR

- D

  7. PORCHES, BALCOMES RAISED FLOOR SURFACES MORE THAN 30" ABOVE FLOOR OR GRADE.
  SMALL HAVE QUARDS MOT LESS THAN 30" M HEIDHT
  OPENMOS BETWEEN BALLUSTERS SMALL BE LESS THAN 4".

  8. TEMPERED GLAZING SHALL BE INSTALLED IN THE FOLLOWING CONDITIONS.
  -GLAZING OB BATHROOMS WHERE IT IS LOWER THAN 50" FROM ANY VERTICAL SURFACE.
  -GLAZING LESS THAN 80" ABOVE ANY SURFACE, ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN A 24" ARG OF THE ODGO IN CLOSED POSITION.
  -GLAZING BOTTOM LESS THAN 18" ABOVE THE FLOOR
  -GLAZING BOTTOM LESS THAN 18" ABOVE THE WALKING SURFACE.

  9.ALL CRISES REQUIRED WHICHOMS SHALL MEET HET OPERIOR FOUNDMENTS OFF
  S.D. 20. 7" COMPANY LORDOWN SHALL MEET HET OPERIOR FOUNDMENTS OFF
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MORIN DRAFTING GORHAM, ME. 893-2462

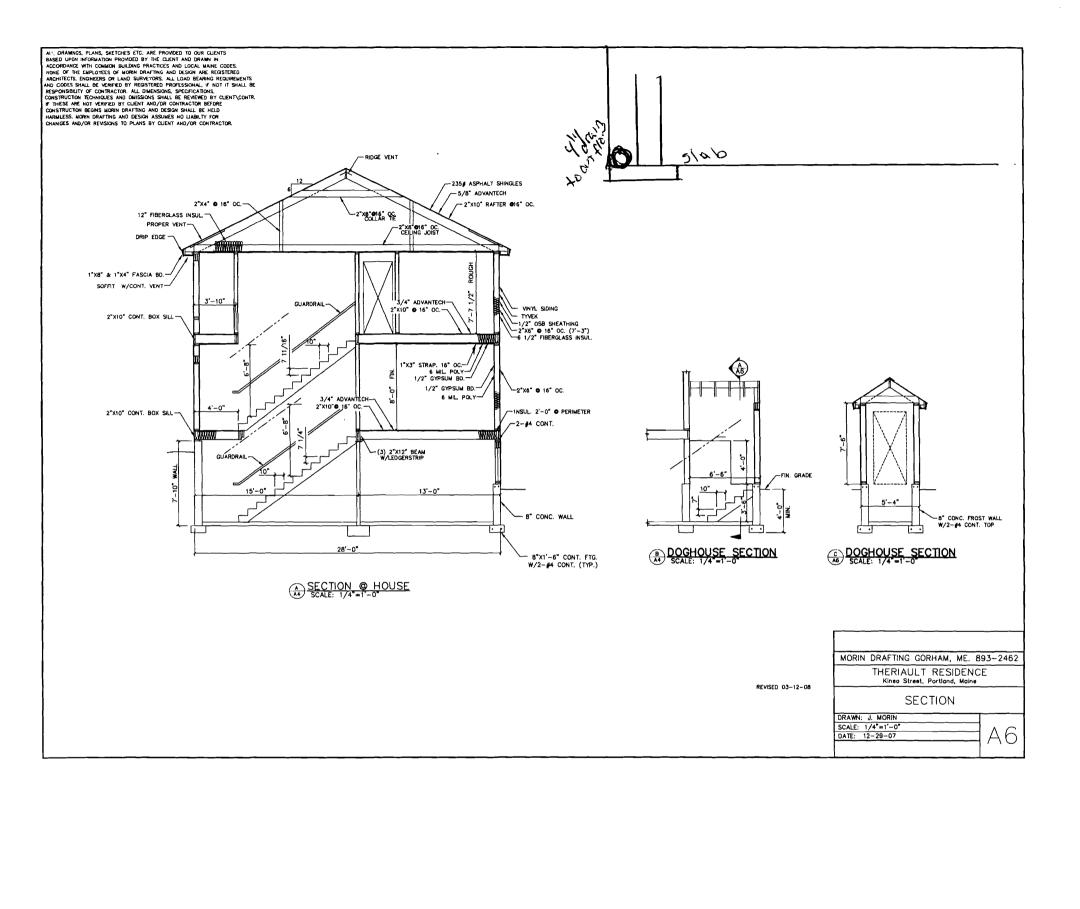
THERIAULT RESIDENCE Kineo Street, Portland, Maine

FLOOR PLAN-SECOND FLOOR DRAWN: J. MORIN

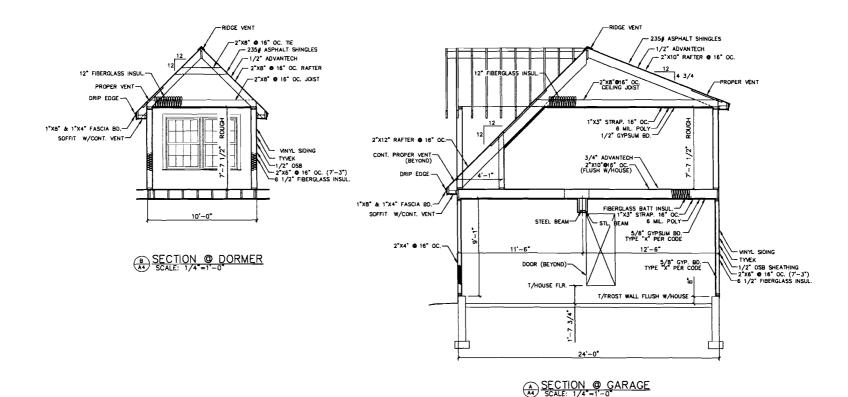
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SCALE: 1/4"=1"-0" DATE: 12-29-07

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ALL DRAWNGS, PLANS, SKETCHES ETC. ARE PROMOED TO OUR CUENTS
BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN
ACCORDANCE WITH COMMON BRUIDNED PRACTICES AND LOCAL MAINE CODES,
NOME OF THE EMPLOYEES OF MORNIN DRAFTING AND DESON ARE REGISTEED
ARCHITECTS, ENGINEESS OR LAND SURVEYORS, ALL LOAD BEARM REQUIREMENTS
AND CODES SHALL BE VERIFIED BY REGISTERED PROFESSIONAL, IF NOT IT SHALL BE
RESPONSIBILITY OF CONTRACTOR. ALL DIMENSIONS, SPECIFICATIONS,
CONSTRUCTION TECHNIQUES AND OMISSIONS SHALL BE REVIEWED BY CLIENT/CONTR.
IF THESE ARE NOT VERNED BY VILENT AND/OR CONTRACTOR BEFORE
CONSTRUCTION BEGINS MORNI DRAFTING AND DESIGN SHALL BE HELD
HARMLESS, MORNI DRAFTING AND DESIGN SHALL BE HELD
CHARMLESS, MORNI DRAFTING AND DESIGN SHALL BE THE
CHARGES AND/OR REVISIONS TO PLANS BY CLIENT AND/OR CONTRACTOR.



REVISED 03-12-08

MORIN DRAFTING GORHAM, ME. 893-2462

THERIAULT RESIDENCE Kineo Street, Portland, Maine

SECTION

DRAWN: J. MORIN
SCALE: 1/4"=1'-0"
DATE: 12-29-07

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