



918 Brighton Avenue | Portland, Maine 04102

November 8, 2012

Ms. Barbara Barhydt
Planning Department
Portland City Hall
389 Congress Street
Portland, Maine 04101

**RE: Level I Site Plan Development Review Application
Motley Street Extension, Portland, Maine**

Dear Ms. Brahydt:

On behalf of Milk Street Capital, LLC, Walsh Engineering Associates, Inc. (WEA) is pleased to submit the Level I Site Plan Development Review Application for the Motley Street Extension. The applicant is seeking to improve approximately 90 feet of Motley Street to City of Portland standards in order to develop five existing tax map lots (Map 177, Lots F011, F012, F020, F021, and F022) into two single-family residential properties.

The lots are bounded to the south by land now or formerly (N/F) of Michael and Jennifer Gillespie, the east by Caroline Street (paper street), the north by land N/F of Steven Graney III and the N/F City of Portland, and to the east by Motley Street. The site is predominantly wooded with moderate underbrush and ledge outcrops. Generally, the site slopes from south to north with moderate to steep slopes (3% to 33%). There are no existing wetlands on or adjacent to the site.

The portion of Motley Street currently constructed to City standards terminates with a dead end at the northerly side of the site. Water, natural gas, and overhead electric and communication lines extend beyond the improved portion of Motley Street to the Gillespie property. There are no existing utilities services extending into the site.

Existing Conditions and Existing Zoning

The site is composed of five parcels identified on the City of Portland Assessor's Map as Tax Map 177, Block F, Lots 011, 012, 020, 021, and 022 (see attached Tax Map 304) with a total combined area of 24,583 square feet (0.56 acres). The combined parcel is located within both the Residential R-3 and R-5 zones. The purposes of these zones are:

R-3: To provide for medium-density residential development characterized by single-family homes on individual lots and also to provide for planned residential unit developments on substantially sized parcels. Such development shall respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.

R-5: To provide appropriate areas of the city for medium-density residential development characterized by single-family and low-intensity multifamily dwellings on individual

lots; to ensure the stability of established medium-density neighborhoods by controlling residential conversions; and to provide for planned residential unit development on substantially sized parcels. Such PRUD development shall respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.

Currently, Motley Street is constructed to City of Portland standards for the first 456 feet from the intersection of Brighton Avenue. Beyond the southerly end of pavement, the street is continued another 187 feet to the end of the right-of-way (R.O.W.) with a gravel surface, which narrows to a minimum width of 13' to circumvent a ledge outcrop on the east side of the street and terminates with a dead end. Utilities within the R.O.W. include a 4" water main, a 4" gas main, and overhead electric and communications, which extend to the Gillespie property at the end of the R.O.W. An 8" sewer main currently terminates in a manhole at the end of paved section of Motley Street.

Proposed Development

The applicant is proposing to improve approximately 94 feet of Motley Street to City of Portland Local Street standards in order to develop two single family residential lots. Lot 1 will have a total area of 12,733 square feet (0.292 acres) and Lot 2 will have a total area of 11,849 square feet (0.272 acres). Street construction will consist of full depth construction of approximately 94 feet of roadway along the centerline of the R.O.W. beginning at the southerly end of the existing paved portion of Motley Street. The new section of road will consist of two 14' wide lanes with 1' wide gravel shoulders. The new section of road will terminate north of the existing driveway ramp into the Gillespie property. Due to the steep grade of the Gillespie driveway, the proposed pavement will terminate at an angle with the east side of the pavement terminating at station 4+94.7 and the west side of the pavement terminating at station 5+00.

A shared 16' wide paved driveway will be constructed for access to the two proposed single family residential lots. The shared driveway will split off to each lot at approximately 118 feet from the centerline of Motley Street. An 11' wide access easement will be provided on each lot for the benefit of the adjacent lot to provide access to the shared driveway.

The existing sewer main will be extended by 117' with 6" SDR35 pipe and terminate in a new manhole with a stub on the southerly side for future connection. Separate underground gas, water, sewer, electric, and communication services for each proposed residential lot will be installed through the proposed driveway corridor.

Fire Safety

The proposed residential lots are located approximately 400-foot from a city hydrant located on the westerly side of Motley Street (STA 2+43±). Therefore, the requirement of section 3, of the Technical Services Manual, of being located within 500' of a hydrant has been satisfied. A 16-foot wide driveway will provide access to the lots for emergency vehicles.

The proposed single family residential houses will be sprinkled in accordance with Section 3.3 of the City of Portland Technical Manual.

LEVEL I SITE DEVELOPMENT REVIEW APPLICATION AND REQUIREMENTS

Per the city ordinance for Site Plan Review, the project meets the level I Site Development Application requirements. Per Section 14-526, Site Plans are subject to transportation standards, environmental quality standards, public infrastructure and community safety standards and site design standards. Each of these standards is discussed below:

Transportation Standards

The proposed Motley Street improvements will consist of an extension of an existing dead end street in order to serve two additional single-family residential house lots. Loading, unloading, and parking for the residential lots will primarily be conducted within the driveways for the residential lots. The street will remain a dead end; therefore, the proposed development is not anticipated to impact the existing level of service of Motley Street.

Access to the proposed residential lots will be from a proposed 16' wide shared driveway along the section of Motley Street to be improved to City of Portland standards.

The proposed Motley Street improvements will extend the paved portion of the street approximately 94-feet south of the end of the existing paved portion along the centerline of the R.O.W. The traveled way of the section to be improved will be widened from 13 feet to 28 feet, thereby increasing the functionality of the road. The proposed improved portion of the road will terminate prior to the driveway ramp of the Gillespie property. Because extension of the improved roadway beyond the Gillespie property driveway ramp would cause impractical grading and reworking of the Gillespie property driveway, we have improved the street to the extent practical. The eastern edge of proposed pavement will terminate prior to the Gillespie driveway, allowing for room to grade it, thus creating an angled termination of pavement at the southerly end of the proposed street improvement.

Because there is currently no sidewalk or curbing on the street and the street is not located on a designated school walking route, we are hereby requesting a waiver from the requirement for curbing and sidewalks along the street improvement section is being made.

Environmental Quality Standards

No wetlands, watercourses, floodplains, significant wildlife habitats, fisheries, or other important natural features are located within the site.

The site will be cleared of all trees within the working section of the Motley Street R.O.W., along the driveway corridor, and within the building envelope of the proposed lots.

Stormwater drainage patterns at the site will remain the same between pre and post development conditions. In general, stormwater runoff will drain from south to north via overland flow. Stormwater from the improved section of Motley Street will flow along the edges of the road to existing catch basins located in the northerly portion of Motley Street. The existing catch basins are connected to the City of Portland stormwater management system.

Stormwater quantity increases will be negligible as a result of the Motley Street improvements. The existing ground cover consists of compacted gravel and ledge (both of which are considered

impervious surfaces). Therefore, there will be no increase in impervious area as a result of the proposed street improvements.

Erosion control measures will be implemented before and during construction, according to the attached erosion and sediment control plan.

Public Infrastructure and Community Safety Standards

The proposed development is a permitted use within the City of Portland Zoning Ordinance, and meets all other city requirements for the area. Existing utilities include a 4" water main, a 4" gas main, and overhead electric and communications, which extend to the Gillespie property at the end of the R.O.W, and an 8" sewer main, which currently terminates in a manhole at the end of paved section of Motley Street.

The existing sewer main will be extended with an 8" line, which will terminate in a new manhole at the southerly end of the proposed street improvement section. An 8" stub will be installed and capped on the southerly side of the new manhole for a future connection. Two separate 4" sewer laterals will be connected to the new 8" main to serve the proposed residential lots.

Electricity, telephone and CATV services will be brought to the residential lots via underground connections to the pole located directly across Motley Street from the proposed driveway.

Water services will be brought to the residential lots by connecting to an existing 4" D.I. waterline that runs along Motley Street. The line is located approximately 15' right of the centerline of the Motley Street R.O.W. The connection will be made at the site driveway entrance.

Natural gas services will be brought to the residential lots by connecting to an existing 4" gas main that runs along Motley Street. The line is located within the Motley Street R.O.W.; however, the offset from the centerline is not known at this time. The connection will be made at the site driveway entrance.

Site Design Standards

Historic Resources: The proposed site alteration does not affect designated landmarks nor is it within designated historic districts or historic landscape districts.

Exterior Lighting: No additional exterior lighting is proposed for the Motley Street improvements.

Signage: No additional signage is proposed for the Motley Street improvements.

Curbs and Sidewalks: We are hereby requesting a waiver to eliminate the requirement for sidewalks and curbing for the roadway improvements (see below). The proposed 16" wide access driveway and driveway apron meet the City of Portland standards.

Evidence of Financial and Technical Capability

The applicant has retained Walsh Engineering Associates, Inc. to provide technical design and permitting services through the site plan review process. WEA has permitted numerous sites through the City Site Plan Approval.

Construction cost for the proposed site alterations is estimated to be \$50,000.00 (inclusive of both building and site costs.) The applicant hopes to commence construction in the spring of 2013 with completion set for June 2013. The project will be self-funded by Milk Street Capital, LLC.

Evidence of Right, Title or Interest

Please find the attached purchase and sale agreement for the purchase of the subject lots.

Written Waiver Requests

Street Frontage:

We are respectfully requesting that the requirement to provide a minimum of 50 feet of improved street frontage in the R-3 zone per section 14-90(c) be waived. The driveway ramp for the Gillespie property at the southern end of the proposed street improvements begins at the centerline of the Motley Street R.O.W. and rises at approximately 15% creating a change in grade of approximately 4 feet between centerline and edge of R.O.W. Extending Motley Street into the existing driveway ramp would require significant reconstruction of the Gillespie driveway in order to maintain access to their property. Due to the ledge conditions, this reconstruction would cause undue hardship to both the applicant and the Gillespies.

In contrast, raising the centerline grade of the proposed improvements to Motley Street will result in significant slope into the driveway of the Punskey property. As well, stormwater drainage patterns would be significantly altered by raising centerline grade and would shed additional runoff onto the Punskey property. Therefore, we are requesting that the east side of Motley Street be shortened by 5.3 feet along the frontage and the west side be constructed along the entire frontage.

Sidewalks and Curbs:

We are respectfully requesting that the requirement to construct a sidewalk and install curb along all frontages, per section 14-526(a)2.c(i) of the City of Portland Code of Ordinances, be waived. The site meets waiver requirements per section 14-506(b) by the following:

1. 14-506(b)(Sidewalks)3: A safe alternative-walking route is reasonably and safely available, for example, by way of a sidewalk on the other side of the street that is lightly traveled.

Currently, Motley Street is improved for approximately 456 feet from the intersection of Brighton Avenue. The current construction does not include sidewalk or curbing. As the street is and will likely remain a dead end local street serving only residential properties, the traffic volume is not expected to significantly increase from the existing condition. In addition, the street is not

located within a designated school walking route. Therefore, the safety of pedestrians utilizing Motley Street will not be affected by the development.

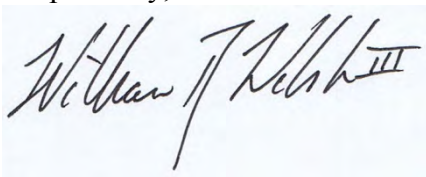
2. 14-506(b)(Curbing)6: The cost to construct the curbing, including any applicable street opening fees, is in excess of 5% of the overall project cost.

Installation of curbing and sidewalk along the new 90' section of roadway would be impractical unless sidewalk and curb were also installed along the currently improved section of Motley Street. The cost of retrofitting of curb and sidewalk along the existing section of Motley Street would exceed 5% of the overall project cost.

Enclosed you will find one (1) copy of the Level I Site Plan Development Review Application, one (1) copy of full-size Site Plans, and a check for \$200.00. Electronic files will be uploaded following submission of the application to the Planning Division Office.

I trust you will find the information sufficient for review. We look forward to working with you as part of the review process.

Respectfully,



William R. Walsh, III, PE
Walsh Engineering Associates, Inc.

Enc. Level I Site Plan Development Review Application
Site Plans and Details
Standard Boundary Survey
Letter of Financial Capacity
Application fee

cc. Mr. Scott Lalumiere, Milk Street Capital, LLC



Level I – Site Alteration Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level I: Site Alteration site plan.

Level I: Site Alteration Development includes:

- Alteration of a watercourse or wetland as defined in Section 14-47 of the City Code.
- Alteration of a site. The disturbance of land areas of less than one (1) acre that are stripped, graded, grubbed, filled or excavated. The Planning Authority shall exempt from review the loam and seeding of lawns and the cumulative placement of less than fifteen (15) cubic yards of fill on any lot provided such loaming or placement does not alter a drainage course, swale, wetland or redirect water onto adjoining property and does not violate any other provision of the Portland City Code or state or federal law. "Disturbed area" does not include routine maintenance, but does include re-development and new impervious areas.
- The construction of any temporary or permanent parking area, paving of existing unpaved surface parking areas between 1,000 and 7,500 square feet, or creation of other impervious surface areas between 1,000 and 7,500 square feet.
- The rehabilitation or reconstruction, but not new construction, of piers, docks, wharves, bridges, retaining walls, and other structures located within the shoreland zone.
- A site alteration in which vehicle access is proposed from more than one (1) street;

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division

Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or (207) 874-8719

Office Hours

Monday thru Friday
8:00 a.m. – 4:30 p.m.

Engineer Name: William Walsh, III, PE, Walsh Engineering Associates, LLC Address: 918 Brighton Avenue City/State : Portland, Maine Zip Code: 04101	Engineer Contact Information Work # 207-553-9898 Cell # 207-650-8855 Fax# 207-692-2273 e-mail: Bill@walsh-eng.com
Surveyor Name: Isaiah Kimball Kimball Survey & Design Address: 30 Frost Hill Road City/State : York, Maine Zip Code: 03909	Surveyor Contact Information Work # 207-351-0226 Cell # Fax# e-mail: Isaiah@KimballLandSurveying.com

APPLICATION FEES:

Check all reviews that apply. Payment may be made by Check or Cash addressed to the City of Portland.

Level I Site Alteration Site Plan <input checked="" type="checkbox"/> Application Fee (\$200.00) The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.	Fees Paid (office use) —
Performance Guarantee: A performance guarantee is required to cover all public and private site improvements.	Required
Inspection Fee: An inspection fee of 2% of the performance guarantee is due prior to the release of permits	2% of the performance guarantee

Application Check List

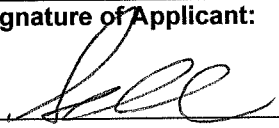
Refer to the application checklist for a detailed list of submittal requirements.

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Portland’s development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521).

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 Planning Authority and Code Enforcement'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.

This application is for a Site Plan review only, a Performance Guarantee, Inspection Fee, Building Permit Application and associated fees will be required prior to construction.

Signature of Applicant: 	Date: 11/8/12
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Please refer to Article V, Site Plan of the City of Portland Land Use Code for detailed information concerning the City's site plan review process, thresholds and standards. Should you have any questions regarding the submittal requirements or any other aspect of the site plan review process, please contact the Planning Division.

PROJECT DATA

The following information is required where applicable, in order complete the application

Total Site Area		sq. ft.
Proposed Total Disturbed Area of the Site		sq. ft.
IMPERVIOUS SURFACE AREA		
• Proposed Total Paved Area	7,001	sq. ft.
• Existing Total Impervious Area	1,806	sq. ft.
• Proposed Total Impervious Area	7,001	sq. ft.
• Proposed Impervious Net Change	5,195	sq. ft.
PARKING SPACES		
• Existing Number of Parking Spaces	0	
• Proposed Number of Parking Spaces	0	
TOTAL Number of Parking Spaces	0	

General Submittal Requirements – Level I Site Alteration

Applicant Checklist	Planner Checklist	Number of Paper Copies	Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Completed application form.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Application fees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Copies of required state and/or federal permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Evidence of financial and technical capacity.

Site Plans and Boundary Survey Requirements – Level I Site Alteration

Applicant Checklist	Planner Checklist	Number of Copies	Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Site Plan Including the following:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Location and dimension of existing and proposed paved areas.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Location and details of proposed infrastructure improvements (e.g. - curb and sidewalk improvements, utility connections, roadway improvements).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Identification of and proposed protection measures for any significant natural features on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code.</i>
<input type="checkbox"/> N/A	<input type="checkbox"/>		▪ <i>Details of proposed pier rehabilitation (Shoreland areas only).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing utilities.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing and proposed grading and contours.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Proposed stormwater management and erosion controls.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Total area and limits of proposed land disturbance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing vegetation to be preserved and proposed site landscaping.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ <i>Existing and proposed easements or public or private rights of way.</i>

Site Plan Standards for Review of Level I: Site Alteration

Level I: Site alteration plans shall only be subject to the following site plan standards, as applicable, as contained in section 14-526:

- (a) Transportation standards:
 1. Impact on surrounding street systems,
 2. Access and circulation, and
 4. Parking
- (b) Environmental quality standards
 1. Preservation of significant natural features,
 2. Landscaping and landscape preservation, and
 3. Water quality, stormwater management and erosion control.
- (c) Public infrastructure and community safety standards.
 1. Consistency with city master plans.
- (d) Site design standards
 5. Historic resources,
 6. Exterior lighting,
 8. Signage and wayfinding, and
 9. Zoning related design standards.

Except as provided in article III, or to conditions imposed under section 14-526(e) only, or to those submission requirements set forth in section 14-527 as relate solely thereto.



PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



A separate drawing[s] shall be provided to the Portland Fire Department for all site plan reviews.

1. Name, address, telephone number of applicant.
2. Name address, telephone number of architect
3. Proposed uses of any structures [NFPA and IBC classification]
4. Square footage of all structures [total and per story]
5. Elevation of all structures
6. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
7. Hydrant locations

EROSION AND SEDIMENTATION CONTROL PLAN
for
Motley Street Extension
Motely Street
Portland, Maine

October, 2012

The following plan for controlling sedimentation and erosions is based on conservation practices found in the latest edition of the Maine Erosion & Sediment Control BMP's Manual, Maine Department of Environmental Protection. The Contractor who implements this plan shall be familiar with this publication and adhere to it and the practices presented herein.

1 GENERAL EROSION AND SEDIMENTATION CONTROL PRACTICES

The following is a list of general erosion control practices that will be use to prevent erosion and sedimentation before, during, and after the construction of this project. In addition, special care shall be used at all times to:

- 1) Limit disturbance at the area of proposed wetland impacts,
- 2) Correct any erosion problems immediately,
- 3) Regularly monitor the implemented practices, especially after every rainfall,
- 4) Re-vegetate disturbed areas as soon as possible after construction,
- 5) Conform to all requirements/standards of Natural Resources Protection Act (NRPA).

Construction Entrance

A 25' long stabilized stone construction entrance will be installed at the end of the existing paved portion of Motley Street in accordance with the Maine DEP erosion and sedimentation control BMP manual. The construction entrance will be maintained until the roadway construction has been stabilized with compacted base gravel.

Silt Fence and/or Erosion Control Mix Sediment Barriers

As noted on the plans, silt fence and/or erosion control mix sediment barriers will be installed along the down gradient side of the proposed road, driveway, and the proposed buildings prior to any construction activities.

Emergency Provisions

Should a storm be predicted, the contractor shall cover any excavated areas with stone to prevent erosion.

2 MONITORING SCHEDULE

The contractor shall be responsible for installing, monitoring, maintaining, repairing, replacing, and removing all of the erosion and sedimentation controls or appointing a qualified subcontractor to do so. Maintenance measure will be applied as needed during the entire construction cycle. Immediately following any significant rainfall, and at least once a week, a visual inspection will be made of all erosion and sedimentation controls as follows. Erosion control mix sediment barriers and/or silt fence shall be inspected and repaired. Sediment trapped behind these barriers shall be excavated when it reaches a depth of six inches and redistributed to areas undergoing final grading.

3 EROSION CONTROL REMOVAL

An area is considered stable if it is paved or if 80% growth of planted seeds is established. Once an area is considered stable, the erosion control measures can be removed.

PURCHASE AND SALE AGREEMENT - LAND ONLY

MAY 16, 2012
Offer Date

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

1. PARTIES: This Agreement is made between MCCAP LLC ("Buyer") and DAVID FEYTON OF PORTLAND ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of; If "part of" see para. 22 for explanation) the property situated in municipality of PORTLAND, County of CUMBERLAND, State of Maine, located at MOTLEY ST and described in deed(s) recorded at said County's Registry of Deeds Book(s) 7, Page(s) 5+.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 55,000.00. Buyer has delivered; or will deliver to the Agency within _____ days of the Offer Date, a deposit of earnest money in the amount \$ 100.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: REAL ESTATE STORE ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until MAY 17 2012 (date) 500 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

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

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) None. 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.

January 2012 Page 1 of 4 - P&S-LO Buyer(s) Initials MF Seller(s) Initials DF

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a price, at an interest rate not to exceed N/A N/A loan of N/A % of the purchase is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) 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 hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ N/A 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 including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Kevin D Ambrose of REAL ESTATE STORE
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

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

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: 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.

15. 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.

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, faxed or other electronically transmitted signatures are binding.

19. 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.

20. EFFECTIVE DATE: 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 observed Maine State/Federal holidays. 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.

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

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

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>2 Building Permits for single Family Home</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>to be built</u>	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above:

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

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:

23. GENERAL PROVISIONS:

- a. 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.
- b. 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.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. 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.

24. ADDENDA: Yes Explain: _____ No

Buyer's Mailing address is 84 Middle St Portland ME 04101
[Signature] 5/16/12 BUYER _____ DATE _____ DATE _____

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____
[Signature] _____ SELLER _____ DATE _____ 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

 SELLER DATE SELLER DATE

 BUYER DATE BUYER DATE

