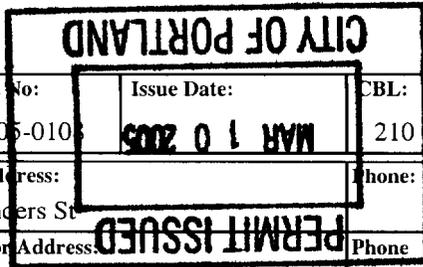


City of Portland, Maine - Building or Use Permit Application

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



Permit No: 05-010	Issue Date: MAR 10 2005	CBL: 210 A017001
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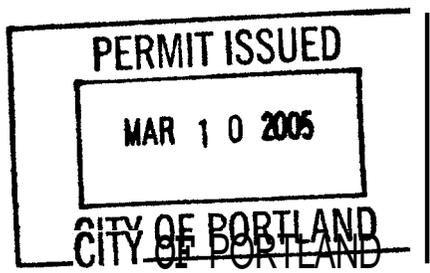
Location of Construction: 81 Cobb Ave	Owner Name: Willett Douglas &	Owner Address: 34 Saunders St	Phone:
Business Name:	Contractor Name: Treeline Development Corp	Contractor Address: 9 Elmwood Dr. Saco	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-2

Past Use: Vacant Lot	Proposed Use: Single Family Home / Cape Cod style with garage & Deck removed 2/14/05	Permit Fee: \$996.00	Cost of Work: \$100,000.00	CEO District: 3
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB IRC-2003	

<i>a/c</i>	Signature	Signature <i>JMB 3/10/05</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: Idobson	Date Applied For: 02/01/2005	Zoning Approval	
------------------------------------	--	------------------------	--

<ol style="list-style-type: none"> 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 <i>NA</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 12 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2005-0015</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK Smith</i> Date: <i>2/14/05</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied- Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>9</i>
---	---	--	---



CERTIFICATION

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

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0108	Date Applied For: 02/01/2005	CBL: 210 A017001
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Location of Construction: 81 Cobb Ave	Owner Name: Willett Douglas &	Owner Address: 34 Saunders St	Phone:
Business Name:	Contractor Name: Treeline Development Corp	Contractor Address: 9 Elmwood Dr. Saco	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	
Proposed Use: Single Family Home / Cape Cod style with garage		Proposed Project Description: Cape Cod style with garage	

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/14/2005

Note: 2/9/05 called owner - the lot coverage is 210 sq ft over the maximum of 20 % - in my hold area **Ok to Issue:**
 2/14/05 talked to owner - he is removing the rear deck and rear bulkhead doghouse from the plans - he will put it in writing to me - now meets the 20% lot coverage

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. Please note that this lot is currently very close to maximizing the lot coverage allowance of 20%. Future additions may not be allowed.
- 2) This property shall remain a single 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 and the removal of the rear deck and rear bulkhead per owner on 2/14/05. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 03/10/2005

Note: 2/15/05 spoke w/Doug W. About requirements for the review checklist, and structural issues. Also **Ok to Issue:**
 questioned the construction cost. He will submit more info.
 2/28/05 Doug W. Came in to review plans and questions, he will submit changes.
 3/7/05 Received new plans
 3/8 left vm w/Doug W. To call about the main girder span carrying 2 floors
 3/9 Doug W. Came in and changed plans to show max of 6'-3" span for girder on right side. Ok to issue w/DRC approval

- 1) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 2) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 3) A copy of the enclosed chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 4) Separate permits are required for any electrical, plumbing, or heating.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 03/10/2005

Note: **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A street opening permit(s) is required for your site. Please contact Carol Merritt ay 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 3) A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext .8822.The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 4) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.

Location of Construction: 91 Cobb Ave	Owner Name: Willett Douglas &	Owner Address: 34 Saunders St	Phone:
Business Name:	Contractor Name: Treeline Development Corp	Contractor Address: 9 Elmwood Dr. Saco	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

- 5) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 7) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

Dept: Planning

Status: Not Applicable

Reviewer: Jay Reynolds

Approval Date: 03/10/2005

Note:

Ok to Issue:

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building** Location Inspection; Prior to pouring concrete
- NA** Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation** Inspection: Prior to placing ANY backfill
- Framing/Rough** Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of** occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, **REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

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

[Signature]
Signature of Applicant/Designee

3/17/05
Date

[Signature]
Signature of Inspections Official

3/17/05
Date

CBL: 21D-A-17

Building Permit #: 05-0108

81 Cobb St

CBL: 210-1A-17

05-0108

ONE AND TWO FAMILY Soil type/Presumptive Load Value (Table R401.4.1)	PLAN REVIEW	CHECKLIST
Component	Plan Reviewer	Inspection/Date/Findings
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	10" X 20" Footing - full Frostwall 10" Wall 2' x 2' pads INT & EXT. wrapped. 7 D _{AND} .	OK
Foundation Drainage Damp proofing (Section R405 & R406)		See notes 51 New 5/17
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	4 windows	OK
Anchor Bolts/Straps (Section R403.1.6)	1/2" x 12" 4 o.c. 1 corner	OK
Lally Column Type (Section R407)	3/2 conc. 1 steel	- left side ok
Girder & Header Spans (Table R 502.5(2))	1 FL 8'10" max left side	Max span 6'3 per Doug w. 3/9/05
Built-Up Wood Center Girder Dimension/Type	2 FLs 6'3" max right side 2 main 2nd FL.	5-2x12 w/ ledgers 3/9/05 OK
Sill/Band Joist Type & Dimensions	2x6 PT sill 2x10	(4) 1 3/4 x 9 1/4 w/L's - Need spec OK
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 16" O.C.	OK
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 16" O.C.	OK

Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x8 16" O.C.	0
Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))	12:5, 12:12	OK
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x12 16" O.C. Dimmers 2x8 16" O.C. 2x10 16 O.C.	OK
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	3/4 T&G Adv., 1/2 CDX, 1/2 CDX	OK
Fastener Schedule (Table R602.3(1) & (2))	Notes per code	OK
Private Garage (Section R309) Living Space? (Above or beside)	unfinished	OK
Fire separation (Section R309.2)	5/8 tyro x walls & ceilings	OK
Opening Protection (Section R309.1)	1 m door - notes	OK
Emergency Escape and Rescue Openings (Section R310)	?	SEE NOTES A-S New OK submissions
Roof Covering (Chapter 9)	Asphalt	OK
Safety Glazing (Section R308)	Bathrooms/Doors w/in 24"	OK
Attic Access (Section R807)	?	22" x 30" OK New Stiles
Chimney Clearances/Fire blocking (Chapter 10)	Notes 2" to combustible - Firestop ea Floor	OK

Garage Steel Beam

1st Fl 2nd Fl

Header Schedule (Section R502.5(1) & (2))	0-4' 3-2x10 & 3-2x8 4'-7' 3-2x12 & 3-2x12 7'-10' 3-1 1/2x9 1/2 LWS same	OK
Type of Heating System	FHW OIR	OK
Means of Egress (Sec R311 & R312) Basement	None - not habitable	OK
Number of Stairways	2	OK
Interior	2	OK
Exterior	?	OK
Treads and Risers (Section R311.5.3)	10" Tread 7 1/16 Riser	OK
Width (Section R311.5.1)	3'6"	OK
Headroom (Section R311.5.2)	6'8"	OK
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	36" < 4" space notes	OK
Smoke Detectors (Section R313) Location and type/Interconnected	Notes 1 ea bedroom All Common Entry/Bath	OK
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A	OK
Deck Construction (Section R502.2.1)	? Landing / stairs in Rear	OK
See Chimney Summary Checklist - Chslosure Enclosed	Front: 2x8 6" o.c. Joists / 2x8 rafters / 6" o.c.	OK

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE PERMIT ISSUED
CITY OF PORTLAND

Please Read Application And Notes, if Any, Attached

MAR 10 2005
Permit Number: 050108
CITY OF PORTLAND

This is to certify that Willett Douglas & Treeline Development
has permission to Cape Cod style with garage & deck removed 1/4/05
AT 81 Cobb Ave 210 A017001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and work in progress must be reported before this building or part thereof is occupied or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

Jamie Bouke 3/10/05
Director, Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>Lot 21+22 81 Cobb Ave.</u>		
Total Square Footage of Proposed Structure <u>2544 SF</u>		Square Footage of Lot <u>10,000 SF</u>
Tax Assessor's Chart, Block & Lot Chart# <u>210</u> Block# <u>A</u> Lot# <u>17+18</u>	Owner: <u>Doug Willett + Paul Gilmore</u>	Telephone: <u>207-831-5100</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Doug Willett + Paul Gilmore 34 Saunders St. Portland, ME 04103</u>	Cost Of Work: \$ <u>100,000</u> Fee: \$ <u>921.00</u> <u>300 Site</u>
Current use: <u>Vacant Lot</u>		
If the location is currently vacant, what was prior use: <u>Vacant Land</u>		
Approximately how long has it been vacant: <u>1923 when s</u>		
Proposed use: <u>Single Family Home</u>		
Project description: <u>Cape Cod Style w/ Garage</u>		
Contractor's name, address & telephone: <u>Treeline Development Corp. 9 Elmwood Dr. Saco, ME 04072</u>		
Who should we contact when the permit is ready: <u>Doug Willett</u>		
Mailing address: <u>34 Saunders St. Portland, ME 04103</u>		
<p>We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE 73 5100</p>		



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

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

Signature of applicant: <u>Doug Willett</u>	Date: <u>1/16/04</u>
---	----------------------

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

Applicant: Doug Willatte & Pam Gilmore

Date: 2/9/05

Address: 81 Cobb AVE

C-B-L: 210-A-017 & 18

CHECK-LIST AGAINST ZONING ORDINANCE

Application # 05-0108

Date - Vacant - Non developed

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - to construct New Single family dwelling with Attached Garage

Sewage Disposal - City

Lot Street Frontage - 50' min - 100' shown

Front Yard - 25' min 31.9' to porch

Rear Yard - 25' min - 26' to rear deck

Side Yard - 14' req - 14' & 19.7' shown - req. same to meet 20% lot coverage

Projections - rear Deck 8' x 23' - rear balcony 5' x 6' - 6' x 40' front porch

Width of Lot - 80' min - 100' wide

Chimney bump out on left side

Height - 35' MAX - 23.5' shown

Lot Area - 10,000 sq ft min. 10,000 sq ft per Assessors

Lot Coverage/ Impervious Surface - 20% MAX or 2000 sq ft

Area per Family - 10,000 sq ft

Off-street Parking - 2 pkgs per req - Showing 2 car garage

Loading Bays - N/A

Site Plan - minor/minor # 2005-0015

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 12 - Zone X

28 x 40 = 1120

24 x 26 = 624

8 x 23 = 184

5 x 6 = 30

6 x 40 = 240

2198 sq ft

11.25

1984 2209.25

Nope

to be left getting a letter containing deletions

deck is removed req so stairs stay & removed

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

Current Owner Information

Card Number 1 of 1
 Parcel ID 210 A017001
 Location 81 COBB AVE
 Land Use VACANT LAND

Owner Address WILLETT DOUGLAS & PAMELA GILMORE
 34 SAUNDERS ST
 PORTLAND ME 04103

Book/Page 21619/183
 Legal 210-A-17-18
 COBB AVE 81
 10000 SF

Valuation Information

Land	Building	Total
\$33,600	\$ 0.00	\$33,600

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.23	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
------	----------	------------	------	-------	-----------

Sales Information

Date	Type	Price	Book/Page
08/02/2004	LAND	\$68,000	21619-183

Picture and Sketch

[Picture](#) [Sketch](#) [Tax Map](#)

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

Any information concerning **tax** payments should be directed to the Treasury office at **874-8490** or e-mailed.



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

Zoning Copy

2005-0015

Application I. D. Number

1/28/2005

Application Date

Marge Schmuckal

Willett Douglas &

Applicant

34 Saunders St , Portland, ME 04103

Applicant's Mailing Address

Doua Willett

Consultant/Agent

Agent Ph: (207)831-5100

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

81 - 81 Cobb Ave , Portland, Maine

Address of Proposed Site

210 A017001

Assessor's Reference: Chart-Block-Lot

Single Family Home Cobb Ave lot#21

Project Name/Description

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____

Proposed Building square Feet or # of Units _____ Acreage of Site _____ Zoning _____

Check Review Required:

Site Plan (major/minor) Subdivision # of lots PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Pla \$50.00 Subdivision _____ Engineer Review \$250.00 Date 2/1/2005

Zoning Approval Status:

Reviewer _____

Approved Approved w/Conditions See Attached Denied

Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance _____
signature _____ date _____

Performance Guarantee Required* Not Required

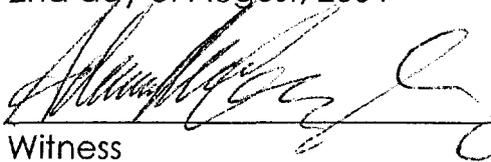
* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issue	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	_____
	date		expiration date
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____	_____	
	date	signature	

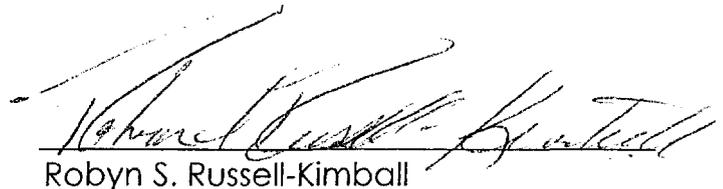
WARRANTY DEED
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, that **Robyn S. Russell-Kimball** of Portland, County of Cumberland and State of Maine, for consideration paid, grants to **Douglas Willett** and **Pamela Gilmore**, whose mailing address is 34 Saunders Street, Portland, Maine 04103, with **WARRANTY COVENANTS as Tenants in Common**, the real property situated in Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
2nd day of August, 2004



Witness



Robyn S. Russell-Kimball

State of Maine
County of Cumberland, SS.

August 2, 2004

Personally appeared before me the above named Robyn S. Russell-Kimball and acknowledged the foregoing instrument to be her free act and deed.



Adam N Gonzalez
Attorney at Law

EXHIBIT A
(DEED)

Two certain lots or parcels of land with the buildings thereon, situated in Portland, County of Cumberland and State of Maine and being lots numbered 21 and 22 as shown on plan of land at Stroudwater, Portland, Maine surveyed for Lillian M. Parker, May, 1922 by E.C. Jordan & Co. and recorded in the Cumberland County Registry of Deeds in Plan Book 15, Page 33, to which Plan reference is hereby made for a more particular description.

The above described lots are conveyed subject to the following restrictions and conditions: That no dwelling house costing less than **two** thousand Dollars (\$2000.00) shall be built thereon; and that no building, or part of building, except piazza or steps, shall be built or maintained within fifteen (15) feet of said Cobb Avenue.

Being the same premises as described in a deed **from** Wilfred O. Gardner a/k/a Wilfred O. Gardner, Jr. and Theresa P. Gardner to Robyn S. Russell-Kimball dated August 9, 2002 and recorded in the Cumberland County Registry of Deeds in Book 17942, Page 99, as affected by Power of Attorney, Theresa P. Gardner appoints Wilfred O. Gardner dated August 9, 2002 and recorded in said Registry in Book 17942, Page 96, as affected by "out conveyance" to **Marcus** Moschetto, Sr. dated May 7, 2003 and recorded in said Registry in **Book** 19336, Page 20.

PURCHASE AND SALE AGREEMENT

_____, 19____ Effective Date
The use of days in this agreement refers to calendar days from the effective date

RECEIVED OF: Pamela Gilmore + Douglas Willett (hereinafter called "Buyer") the sum of (\$ 500) Five Hundred dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Portland County of Cumberland State of Maine located at 81 Cobb Ave. Being (all part of) the property at the above address owned by Robyn S. Russell-Kimball (hereinafter called "Seller") and described at said County's Registry of Deeds Book 17942.
Page 099

FIXTURES: The parties agree that all fixtures, including but not limited to existing storni and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: no exception

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost: none

The TOTAL purchase price being (\$ 68,000) Sixty Eight Thousand dollars to be paid as follows:

The purchase price balance shall be paid in cash, certified funds or bank check at closing

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

- 1. EARNEST MONEY/ACCEPTANCE:** Robyn Russell-Kimball shall hold said earnest money in the amount of \$ 500.00 and act as escrow agent until closing; this offer shall be valid until July 15, 2004 (date) 12:00 AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
- 2. TITLE & CLOSING:** That a deed, conveying good and merchantable title in accordance with standards 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 7/15/2004 - July 15 2004 (closing date) or before if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time seller is notified of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-Faith effort to cure any title defect during such period.
- 3. DEED:** That 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 adversely affect the continued current use of the property.
- 4. POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
- 5. RISK OF LOSS:** Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean 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 contract.
- 6. PRORATIONS:** The following items, where applicable shall be prorated as of the date of closing, fuel (cash pike as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, Real Estate Tax (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer;

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building			Within _____ days	f. Asbestos Air Quality			Within _____ days
b. Sewage Disposal			Within _____ days	g. Lead Paint			Within _____ days
c. Water Quality			Within _____ days	h. Pests			Within _____ days
d. Water Quantity			Within _____ Jnys	i. Radon Air Quality			Within _____ days
e. Radon water Quality			Within _____ days	j. _____			Within _____ days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer may declare the contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

8. **FINANCING:** This contract is subject to Buyer obtaining an approved _____ mortgage of 30 % of the purchase price, at an interest rate not to exceed 12 % and amortized over a period of 20 years.

- a. This contract is subject to a written statement from the lender, within Fifteen (15) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to final loan approval within 15 days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

9. **AGENCY DISCLOSURE:** Buyer and Seller acknowledge they have been advised of the following agency relationships:

The None of _____ represents _____
 Listing Agent Agency

The None of _____ represents _____
 Selling Agent Agency

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

10. **MEDIATION:** Any dispute or claim arising out of or relating to this contract or the properly addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of the transaction.

11. **DEFAULT** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this contract 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 contract and return to Buyer of the earnest money. The escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

13. **HEIRS/ASSIGNS:** This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

14. **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.

15. ADDENDA: _____ Yes (If Yes, include number of addenda on line); _____ NO

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

18. OTHER CONDITIONS:

A copy of this contract 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 Bureau of Taxation.

[Signature]
BUYER

224-84-5995
SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is 34 Saunders St. Portland ME 04103

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this 14 day of June, 2014.

[Signature]
SELLER

004-68-3739
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is _____

Offer reviewed and refused on _____, 19____.

SELLER

SELLER

EXTENSION

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

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

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Treeline Development Corp.
34 Saunders Street
Portland, ME 04072
207-831-5100 (P)
207-775-0740 (F)

March 7,2005

City of Portland:

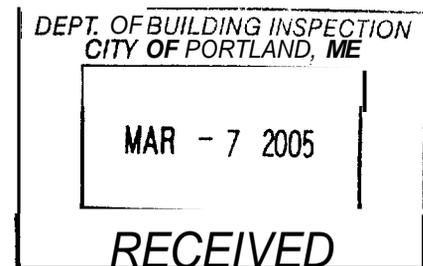
This letter concerns the project on **81 Cobb Ave.** The following changes have been made to the original proposed plan.

1. The rear deck has been removed
2. The rear bulkhead has been removed
3. The size of the main carrying beam has been added
4. Foundation print has been updated to include lolly placement
5. Sill plate has been added.
6. Attic access has been added from 2nd floor
7. Egress windows will meet the 5.7sqft min requirement

Please call with any other questions or concerns.

Thank you,

Doug Willett
Treeline Development



Treeline Development Corp.
34 Saunders Street
Portland, ME 04101
207-831-5100 (P)
207-775-0740 (F)

Re:83 Cobb Ave.
Construction Budget

Lumber	\$46,755
Includes kit. & insul. allowance	
Framing	\$19,800
P/H	\$11,400
Electric	\$ 7,500
Sheetrock	\$11,000
Painting	\$ 4,500
Flooring	\$ 7,500
Trim	\$ 4,500
Misc	\$ 2,500
	<hr/>
	\$115,455.00

