

**DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK**  
**CITY OF PORTLAND**

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING INSPECTION

PERMIT ISSUED

Permit Number: 070224

MAR 22 2007

This is to certify that KIMBALL ROBERT B III Right Bracketthas permission to 26' x 32' Single Family with all dormerAT 102 COBB AVE

210 B013001

CITY OF PORTLAND

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State 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.

Classification of inspection must be given and when permission is procured before this building or part thereof is occupied or services closed-in. 4  
 FOUR NOTICES 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

*Thomas M. Markley* 3/22/07  
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

# 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
- 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.**

**CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

Signature of Applicant/Designee

Donna Martin Admin

Signature of Inspections Official

Date

3-23-07

Date

CBL: 210 B 013

Building Permit #: 07-0224

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 07-0224	Issue Date:	CBL: 210 B013001
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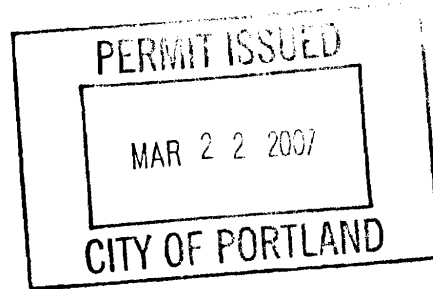
Location of Construction: 102 COBB AVE	Owner Name: KIMBALL ROBERT B III	Owner Address: 175 ROCKY RD	Phone:
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone 2077728629
Lessee/Buyer's Name Dwight Brackett	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Land	Proposed Use: Single Family 26' x 32' with a full dormer on the rear.	Permit Fee: \$1,195.00	Cost of Work: \$110,000.00	CEO District: 3
Proposed Project Description: 26' x 32' Single Family with a full dormer on the rear. <i>no garage, no deck.</i>		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB <i>IRC 2003</i>	
		Signature: _____		Signature: <i>Jm 3/22/07</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: dmartin	Date Applied For: 03/02/2007	<b>Zoning Approval</b>
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- 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	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <i>N/A</i>	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland <i>N/A</i>	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision <i>N/A</i>	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
<i>2007-0041</i>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/>		<i>ARM</i>
<i>OR w/conditions</i>	Date: _____	Date: _____



**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

<b>Permit No:</b> 07-0224	<b>Date Applied For:</b> 03/02/2007	<b>CBL:</b> 210 B013001
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<b>Location of Construction:</b> 102 COBB AVE	<b>Owner Name:</b> KIMBALL ROBERT B III	<b>Owner Address:</b> 175 ROCKY RD	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone:</b> (207) 772-8629
<b>Lessee/Buyer's Name:</b> Dwight Brackett	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Single Family 26' x 32' with a full dormer on the rear.	<b>Proposed Project Description:</b> 26' x 32' Single Family with a full dormer on the rear.
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 03/09/2007**Note:** This permit is for the house only. There is no garage or deck with this permit,**Ok to Issue:** 

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This property will be 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. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tom Markley      **Approval Date:** 03/22/2007**Note:****Ok to Issue:** 

- 1) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 3) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.

**Dept:** DRC      **Status:** Approved with Conditions      **Reviewer:** Philip Dipierro      **Approval Date:** 03/14/2007**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) NO CHANGES IN GRADING IS PROPOSED. ANY CHANGES IN TOPOGRAPHY SHALL REQUIRE ADDITIONAL REVIEW AND APPROVAL BY THE CITY.
- 3) As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 4) Erosion and Sedimentation control shall be established prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines.
- 5) 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.
- 6) One (1) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy. Existing tree to remain.
- 7) A sewer permit is required for your 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.
- 8) A drainage plan shall be submitted to and approved by Development Review Coordinator showing first floor elevation (FFE), sill elevation (SE), finish street/curb elevation, lot grading, existing and proposed contours, drainage patterns and paths, drainage swales, grades at or near abutting property lines, erosion control devices and locations and outlets for drainage from the property.

<b>Location of Construction:</b> 102 COBB AVE	<b>Owner Name:</b> KIMBALL ROBERT B III	<b>Owner Address:</b> 175 ROCKY RD	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone</b> (207) 772-8629
<b>Lessee/Buyer's Name</b> Dwight Brackett	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

- 9) The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.
- 10 All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 11 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.)

**Comments:**

3/6/2007-amachado: Left message for Dwight. Who is the owner? Site plan is not to scale. If garage is not part of permit, it shouldn't be on the site plan and you need to show where the parking will be now.

3/6/2007-amachado: Spoke to Dwight and Herb Gray, who did the site plan. Dwight will bring in a scalable site plan without the garage showing the parking. Dwight is in the process of purchasing the property but he doesn't close until March 16, 2007.

3/6/2007-amachado: Dwight brought in a scalable site plan, but now the sizes of the house on the site plan and on the building plans do not match. Dwight said that he would bring in new building plans.

3/8/2007-amachado: Dwight brought in building plans that show a 32' x 36' house which matches the site plan. The location of the bulkhead did not match and the building plans did not have a deck. Dwight crossed out the deck on the site plan and moved the bulkhead. The site plan does not show the required parking. We need a revised site plan that shows two parking spaces passed the front setback and the revised plan should have no deck and have the bulkhead in the correct spot. Left Dwight a voicemail informing him of this.

3/9/2007-amachado: Received revised site plan that shows required parking.



# General Building Permit Application

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

Location/Address of Construction: 102 Cobb Avenue, Portland, Maine		
Total Square Footage of Proposed Structure 1555 sf	Square Footage of Lot 10,032.45 sf	
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# 210          B            13&14	Owner: Robert B. Kimball III 175 Rocky Road Otisfield, Maine 04270	Telephone: 207-539-4222
Lessee/Buyer's Name (If Applicable) Dwight Brackett	Applicant name, address & telephone: Dwight Brackett 84 Country Road Portland, Maine 04103 207-772-8629	Cost Of Work: \$ <u>110,000.00</u> Fee: \$ <u>1405.00</u> C of O Fee: \$ <u>(75)</u>
Current legal use (i.e. single family) _____ If vacant, what was the previous use? _____ Proposed Specific use: <u>single family</u> Is property part of a subdivision? <u>yes</u> If yes, please name <u>Land at Stroudwater</u> Project description: <u>Lots 62 &amp; 63 - Land at Stroudwater-Portland-Maine</u> <u>24 x 34 Single Family</u> for Lillian M. Parker by <u>no Daylight Basement;</u> E. C. Jordan & Co. <u>Deck on Rear</u> Recorded at CCRD Plan Book 15, page 33		
Contractor's name, address & telephone: Dwight Brackett, 84 Country Road, Portland, Me. Who should we contact when the permit is ready: <u>Dwight Brackett</u> Mailing address: _____ Phone: <u>207-772-8629</u>		

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

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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

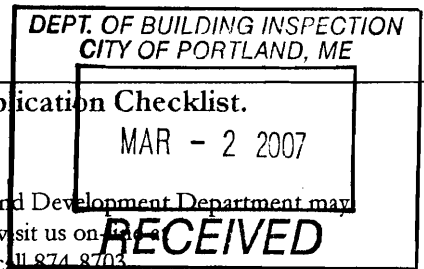
Signature of applicant

Date:

3/2/07

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

#7816



ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST		
Soil type/Presumptive Load Value (Table R401.4.1) _____				
Component	Submitted Plan	Findings	Revisions	Date
<b>STRUCTURAL</b> Footings Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	10x16 8" deep	OK		
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Noted	OK		
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	NA	OK		
Anchor Bolts/Straps, spacing (Section R403.1.6)	5/8 x 12" - 3 OC OIC			
Lally Column Type (Section R407)	3/12 lally on 2" x 12 pad			
Girder & Header Spans (Table R 502.5(2))	3 (2x10's)	OK		
Built-Up Wood Center Girder Dimension/Type	" "	OK		
Sill/Band Joist Type & Dimensions	2x6 pr sill	OK		
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2) )	2x10's 12" OC	OK		
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2) )	2x10 12" OC	OK		
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x6 OIC	OK		

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10 Front - 13" span 2x8 Rear 11 span	OK
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	5/8 roof 7/16 wall 3/4 floor	OK
Fastener Schedule (Table R602.3(1) & (2))	per IRC	
<b>Private Garage</b> (Section R309) Living Space? (Above or beside)	NA	
Fire separation (Section R309.2)		OK
Opening Protection (Section R309.1)		
Emergency Escape and Rescue Openings (Section R310)	OK noted	OK
Roof Covering (Chapter 9)	Asphalt	OK
Safety Glazing (Section R308)	NA	OK
Attic Access (Section R807)	stairs OK	OK
Chimney Clearances/Fire Blocking (Chap. 10)	OK	OK
Header Schedule (Section 502.5(1) & (2))	see sheet A-1	OK
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R-38 roof R-19 walls R-19 floor V. Value - 35 or lower	OK



Type of Heating System	Furnace	
<b>Means of Egress</b> (Sec R311 & R312) Basement 1 Number of Stairways 1 Interior 1 Exterior 0 Treads and Risers (Section R311.5.3) 10" T Width (Section R311.5.1) 7 3/4" R Headroom (Section R311.5.2) 3x width Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3) 6-8 min OK	OK	
Smoke Detectors (Section R313) Location and type/Interconnected	NOT OK	OK
Draftstopping (Section R502.12) and Fireblocking (Section (R602.8)	WA	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)		
Deck Construction (Section R502.2.1)	NA	

Applicant: Robert Kimball

Date: 3/6/07

Address: 102 Cobb Ave

C-B-L: 210-B-013

permit #: 07-0224

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R2

Interior or corner lot -

Proposed Use/Work - build new <sup>single family</sup> cape w/ full dormer - ~~21' x 34'~~ <sup>26' x 32'</sup> (no garage)

Sewage Disposal - city

Lot Street Frontage - 50' min. - 100.02' given

Front Yard - 25' min. - 28' scaled to front steps

Rear Yard - 25' min. 38' scaled to bulkhead

Side Yard - 1 1/2 stories - 12' 36.5' scaled on right side  
2 stories - 14' 29.5' scaled on left side

Projections - ~~8' x 10' deck~~ 5' x 6' bulkhead, side entry <sup>2' x 5'</sup> 17.5' x 4' + front entry? 2' x 5'

Width of Lot - 80' min. - 100' scaled.

Height - 35' max - 21.25' scaled

Lot Area - 10,000 sq ft min. - 10,032.45 sq ft given

Lot Coverage Impervious Surface - 20% = 2006.49 sq ft

Area per Family - 10,000 sq ft

Off-street Parking - 2 spaces required - ~~not shown~~

Loading Bays - N/A

Site Plan - 2007 - 0041

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 12 - zone X

\* no daylight basement.

26 x 32 = 832

5 x 6 = 30

~~17.5 x 4~~

2 x 5 = 10

2 x 5 = 10

OK

2 spaces here  
40' x 12' area

582

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

2007-0041  
Application I. D. Number

Dwight Brackett  
Applicant

Marge Schmuckal

3/2/2007  
Application Date

84 Country Lane, Portland, ME 04103  
Applicant's Mailing Address

Single Family  
Project Name/Description

Dwight Brackett  
Consultant/Agent

102 - 102 Cobb Ave, Portland, Maine  
Address of Proposed Site

Applicant Ph: (207) 772-0543 Agent Fax:  
Applicant or Agent Daytime Telephone, Fax

210 B013001  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Apt 0  Condo 0  Other (specify)

Proposed Building square Feet or # of Units \_\_\_\_\_ Acreage of Site \_\_\_\_\_ Zoning \_\_\_\_\_

Check Review Required:

- Site Plan (major/minor)  Zoning Conditional - PB  Subdivision # of lots \_\_\_\_\_  
 Amendment to Plan - Board Review  Zoning Conditional - ZBA  Shoreland  Historic Preservation  DEP Local Certification  
 Amendment to Plan - Staff Review  Zoning Variance  Flood Hazard  Site Location  
 After the Fact - Major  Stormwater  Traffic Movement  Other \_\_\_\_\_  
 After the Fact - Minor  PAD Review  14-403 Streets Review

Fees Paid: Site Plan \$50.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 3/5/2007

Zoning Approval Status:

Reviewer Ann Machado

- Approved  Approved w/Conditions See Attached  Denied

Approval Date 3/9/07 Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached  
 Condition Compliance signature 3/9/07 date

Performance Guarantee  Required\*  Not Required

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

- Performance Guarantee Accepted \_\_\_\_\_ date \_\_\_\_\_ amount \_\_\_\_\_ expiration date  
 Inspection Fee Paid \_\_\_\_\_ date \_\_\_\_\_ amount \_\_\_\_\_  
 Building Permit Issue \_\_\_\_\_ date \_\_\_\_\_  
 Performance Guarantee Reduced \_\_\_\_\_ date \_\_\_\_\_ remaining balance \_\_\_\_\_ signature \_\_\_\_\_  
 Temporary Certificate of Occupancy \_\_\_\_\_ date  Conditions (See Attached) \_\_\_\_\_ expiration date  
 Final Inspection \_\_\_\_\_ date \_\_\_\_\_ signature \_\_\_\_\_  
 Certificate Of Occupancy \_\_\_\_\_ date \_\_\_\_\_  
 Performance Guarantee Released \_\_\_\_\_ date \_\_\_\_\_ signature \_\_\_\_\_  
 Defect Guarantee Submitted \_\_\_\_\_ submitted date \_\_\_\_\_ amount \_\_\_\_\_ expiration date  
 Defect Guarantee Released \_\_\_\_\_ date \_\_\_\_\_ signature \_\_\_\_\_

## PURCHASE AND SALE AGREEMENT - LAND ONLY

February 22, 2007

\_\_\_\_\_, \_\_\_\_\_ Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Dwight Brackett of Portland, Me ("Buyer") and  
Robert Kimball III of Otisfield, Me ("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 102 Cobb Ave. and described in deed(s) recorded at said County's Registry of Deeds Book(s) 18146, Page(s) 319.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 85,000.00. Buyer  has made; or  will make within 3 business days of the date of this offer, a deposit of earnest money in the amount \$ 500.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Archie Giobbi Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 22, 2007 (date) 5  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 March 16, 2007 (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 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) \_\_\_\_\_ . 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.

July 2006

Page 1 of 4 - P&S-LO Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

archiegiobbirealestate 1184washingtonave, portland ME 04103  
Phone: (207) 232-5343

Fax: (207) 878-8285

Archie Giobbi Real Estate

T5801012.ZFX

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 [www.zipform.com](http://www.zipform.com)

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

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

Licensee makes no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22	buyer	buyer
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>To ascertain a buildable lot status</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	buyer	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
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. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>Issuance of building permit from City of Portland</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22	buyer	buyer

Further specifications regarding any of the above:

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

July 2006

Page 2 of 4 - P&S-LO Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

12. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years.
  - Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
  - Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within \_\_\_\_\_ 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 business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
  - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
  - After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
  - Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
  - Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum  Yes  No.
  - Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

archie giobbi of Archie Giobbi Associates is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

\_\_\_\_\_ of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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

14. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. 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. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

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 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.

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: \_\_\_\_\_  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. Licensee is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within \_\_\_\_\_ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller 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: Buyer agrees to draw up the Warranty Deed at his expense.

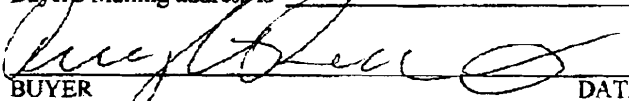
~~Seller~~ +  
Buyer will pay ALL TRANSFER COSTS.  
Seller to NET 85% at closing 

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 \_\_\_\_\_

  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Dwight Brackett of Portland,

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

Seller's Mailing address is \_\_\_\_\_

  
SELLER Robert Kimball III of Otis DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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TS801012.ZFX

WARRANTY DEED

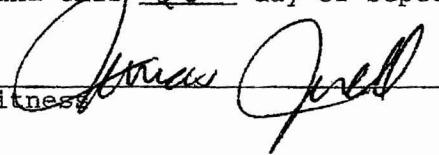
KNOW ALL MEN BY THESE PRESENTS, that **WILFRED O. GARDNER** of Portland, Maine, for consideration paid, grants to **ROBERT B. KIMBALL, III**, whose mailing address is 1129 Broadway, South Portland, Maine 04106, with **WARRANTY COVENANTS**, the land in Portland, County of Cumberland and State of Maine, described as follows:

Two (2) certain lots or parcels of land with the buildings thereon, situated in said Portland, westerly of Westbrook Street and being lots numbered Sixty-two (62) and Sixty-three (63) as shown on plan of land at Stroudwater, Portland, Maine, surveyed for Lillian M. Parker, May 1923, by E. C. Jordan & Co., recorded in Cumberland County Registry of Deeds in Plan Book 15, Page 33.

Being the remaining premises that the Grantor acquired by devise of Maurice B. Gardner, Cumberland County Probate Docket No. 77591, an abstract of which is recorded in said county Registry of Deeds in Book 4154, Page 308. Reference is made to deed recorded in Book 2254, Page 402 for the most recent deed with a legal description.

IN WITNESS WHEREOF, the said Wilfred O. Gardner has set his hand this 26<sup>TH</sup> day of September, 2002.

Witness



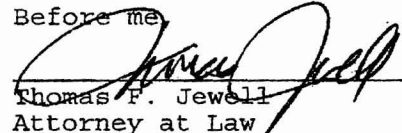
  
Wilfred O. Gardner

STATE OF MAINE  
COUNTY OF CUMBERLAND

September 26, 2002

Then personally appeared Wilfred O. Gardner, and acknowledged the foregoing instrument to be his free act and deed.

Before me

  
Thomas F. Jewell  
Attorney at Law

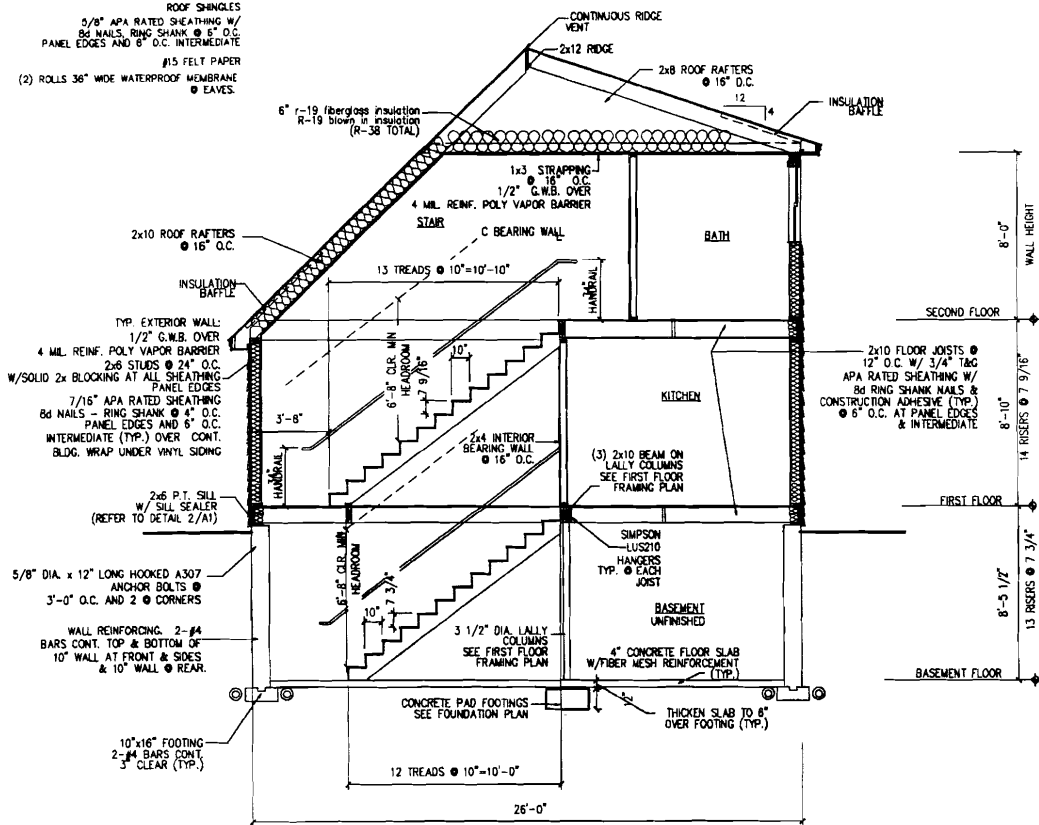
Received  
Recorded Register of Deeds  
Sep 26 2002 03:56:09P  
Cumberland County  
John B. O'Brien

MAINE REAL ESTATE TAX PAID



**TYPICAL ROOF CONSTRUCTION**

RIDGE VENT  
 PRE-MANUFACTURED ROOF TRUSSES @ 24" O.C.  
 ROOF SHINGLES  
 5/8" APA RATED SHEATHING W/ 8d NAILS - RING SHANK @ 6" O.C. PANEL EDGES AND 6" O.C. INTERMEDIATE  
 #15 FELT PAPER  
 (2) ROLLS 36" WIDE WATERPROOF MEMBRANE @ EAVES.

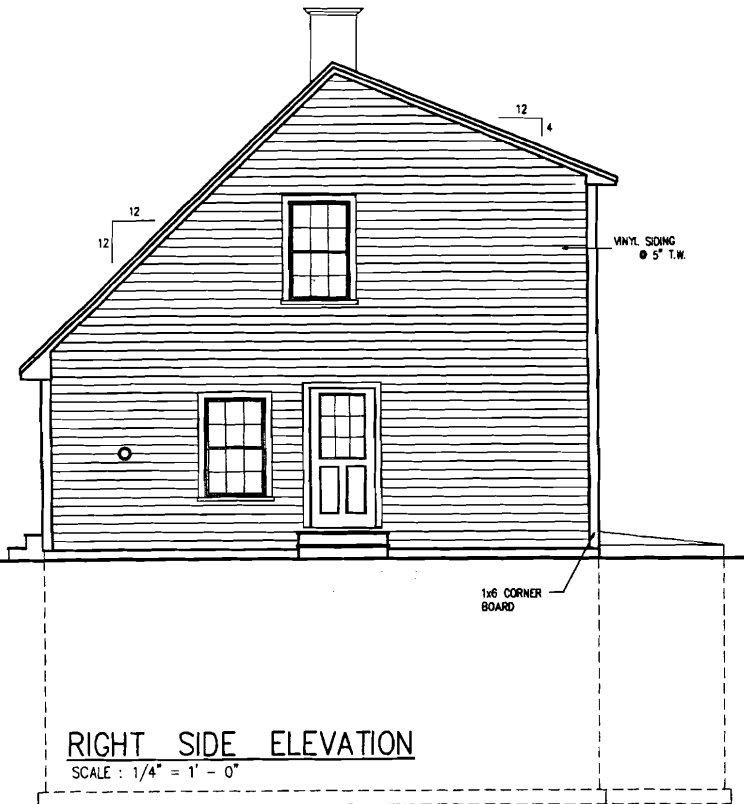
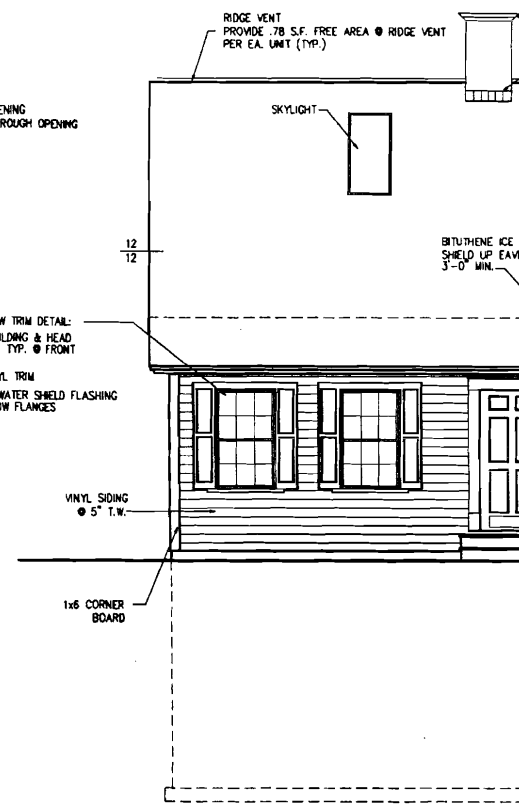


**SECTION THRU HOUSE**

SCALE: 1/4" = 1' - 0"

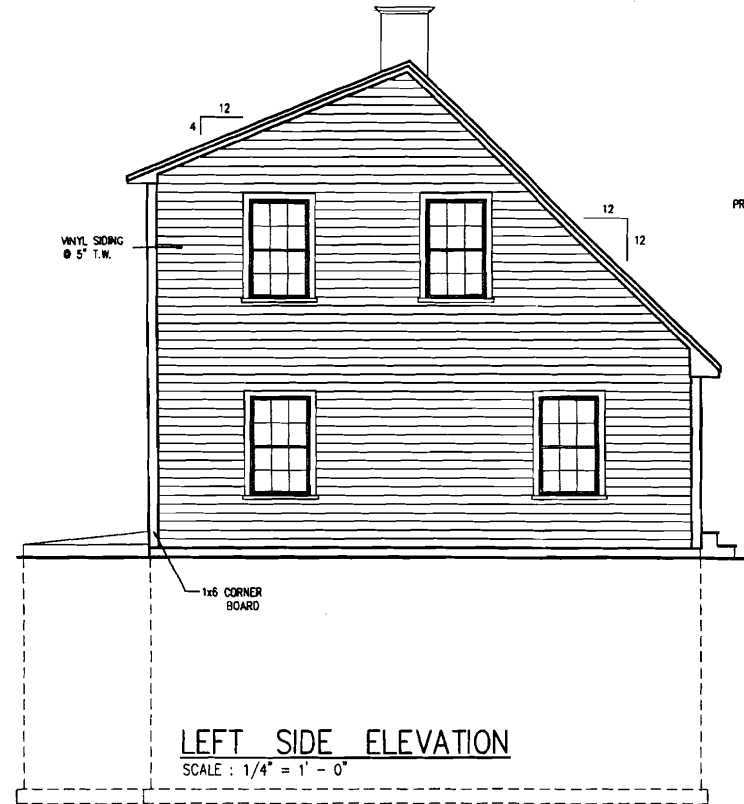
HEADER SCHEDULE	
ROUGH OPENING	HEADER SIZE
0 - 3'-0"	(3) - 2x6
3'-1" - 4'-6"	(3) - 2x8
4'-7" - 5'-8"	(3) - 2x10
5'-9" - 7'-0"	(3) - 2x12

NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:  
 2x6 JACK PLUS 2x6 KING UP TO 4'-6" ROUGH OPENING  
 (2) 2x6 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING



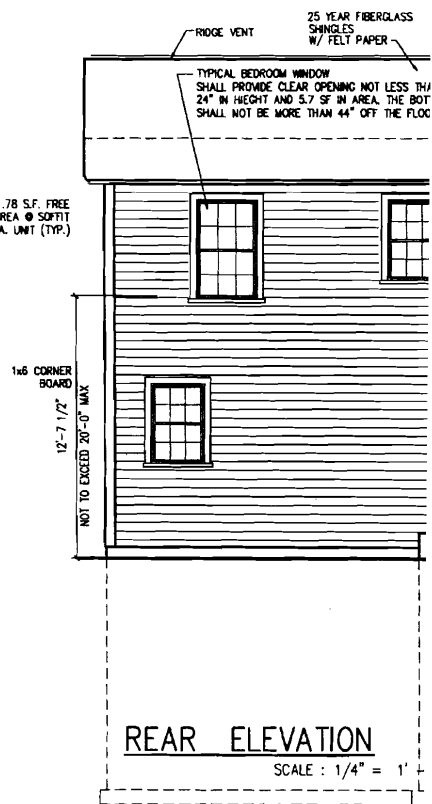
**RIGHT SIDE ELEVATION**

SCALE: 1/4" = 1' - 0"



**LEFT SIDE ELEVATION**

SCALE: 1/4" = 1' - 0"



**REAR ELEVATION**

SCALE: 1/4" = 1' - 0"

**WORKING NOTES:**

1. EXTERIOR WALLS TO BE 2X6 WOOD STUD WALLS  
 1/4" O.C. W/ 1/2" G.W.B. AND VAPOR BARRIER @ INSIDE  
 FACE OF WALL. 6" BATT INSULATION (R-19), AND 7/16"  
 A RATED SHEATHING @ EXTERIOR FACE OF WALL.

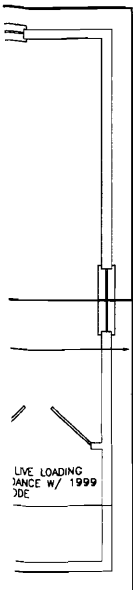
2. INTERIOR WALLS TO BE 2X4 WOOD STUD  
 WALLS (UNLESS NOTED OTHERWISE) W/ ONE  
 PER 1/2" G.W.B. EACH SIDE.

3. ALL BLOCKING BEHIND ALL SURFACE  
 MOUNTED FIXTURES, TRIM, AND SHELVES  
 TO BE MOUNTED ON WALLS.

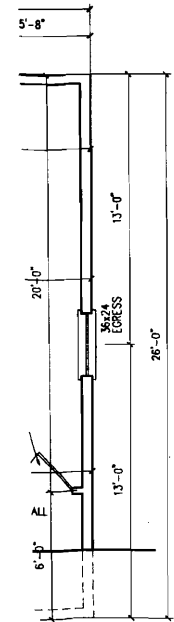
4. LOCATION OF ALL DOOR FRAMES SHALL BE 4 1/2"  
 UNLESS NOTED OTHERWISE) FROM ADJACENT WALLS.

ROUGH OPENING	HEADER SIZE
3'-0"	(3) - 2x6
1' - 4'-6"	(3) - 2x8
7' - 5'-8"	(3) - 2x10
9' - 7'-0"	(3) - 2x12

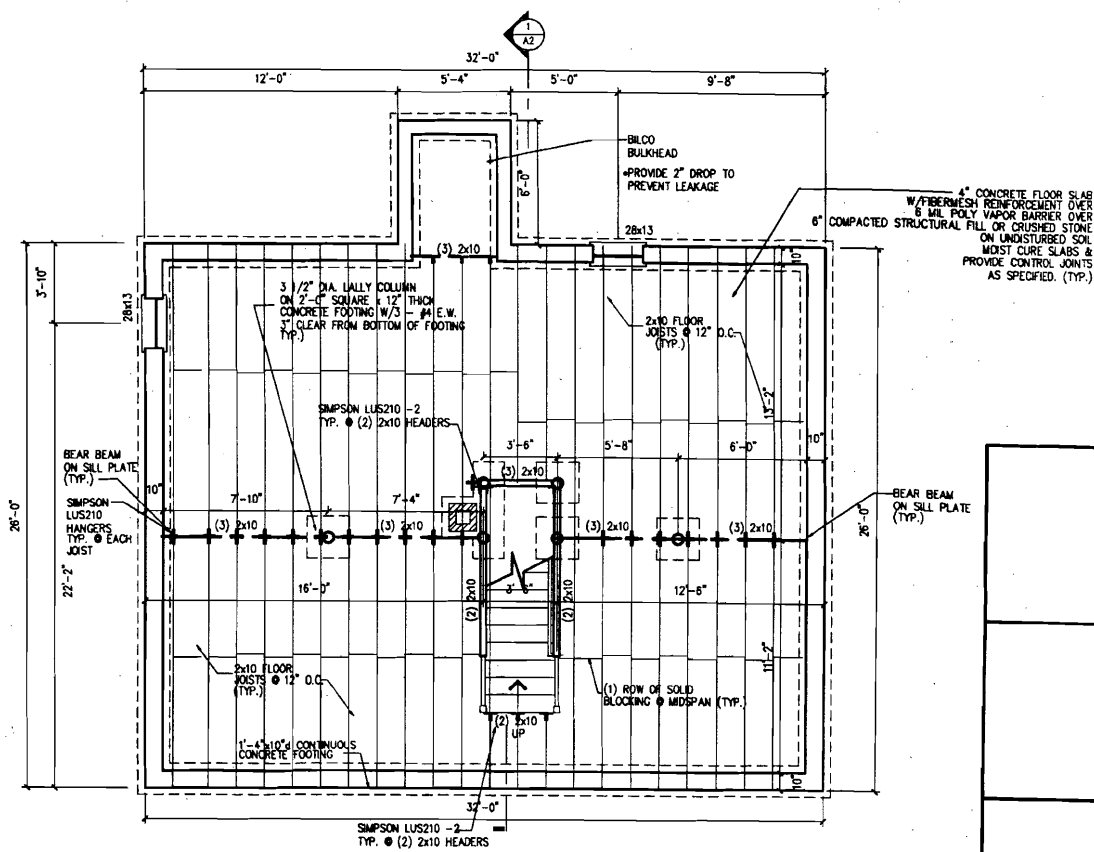
NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:  
 2x6 JACK PLUS 2x6 KING UP TO 4'-6" ROUGH OPENING  
 (2) 2x6 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING



**WORKING PLAN**  
 SCALE: 1/4" = 1' - 0"

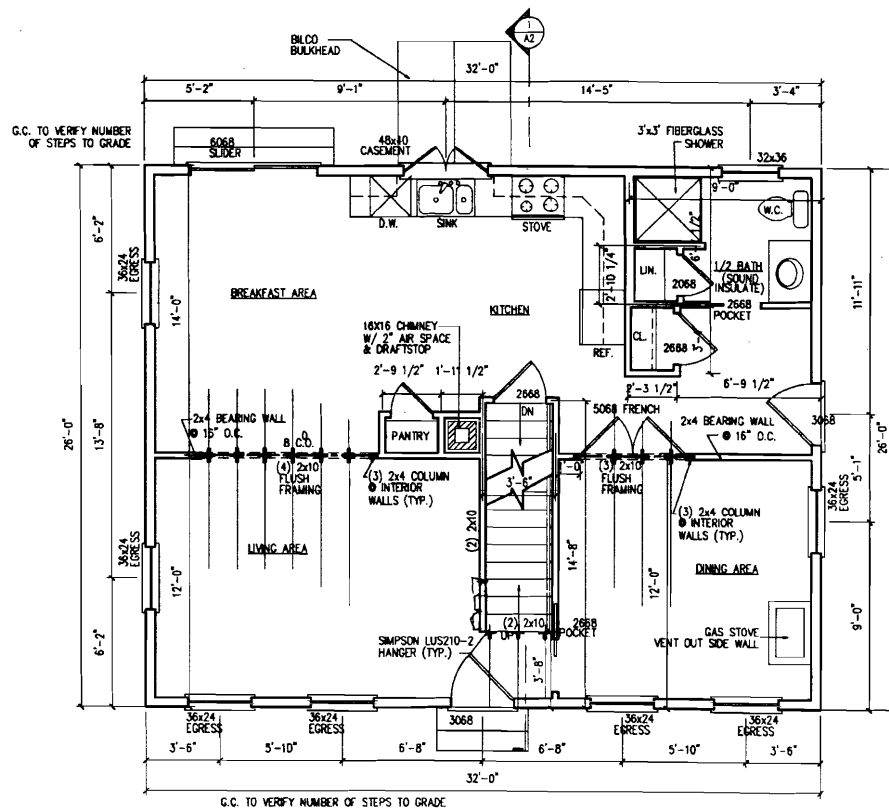


**WORKING PLAN**  
 SCALE: 1/4" = 1' - 0"



**FOUNDATION / FIRST FLOOR FRAMING PLAN**

SCALE: 1/4" = 1' - 0"



**FIRST FLOOR PLAN**

832 s.f.

SCALE: 1/4" = 1' - 0"

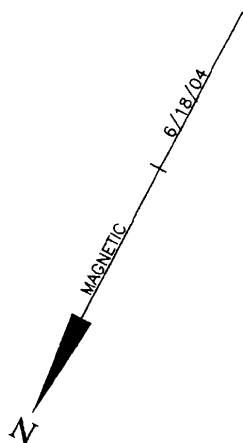
26x32 CAPE

DRAWINGS THIS SHEET

FOUNDATION & ROOF PLAN  
 FIRST FLOOR PLAN /  
 SECOND FLOOR PLAN  
 NOTES / DETAILS

DATE  
 12/14/06

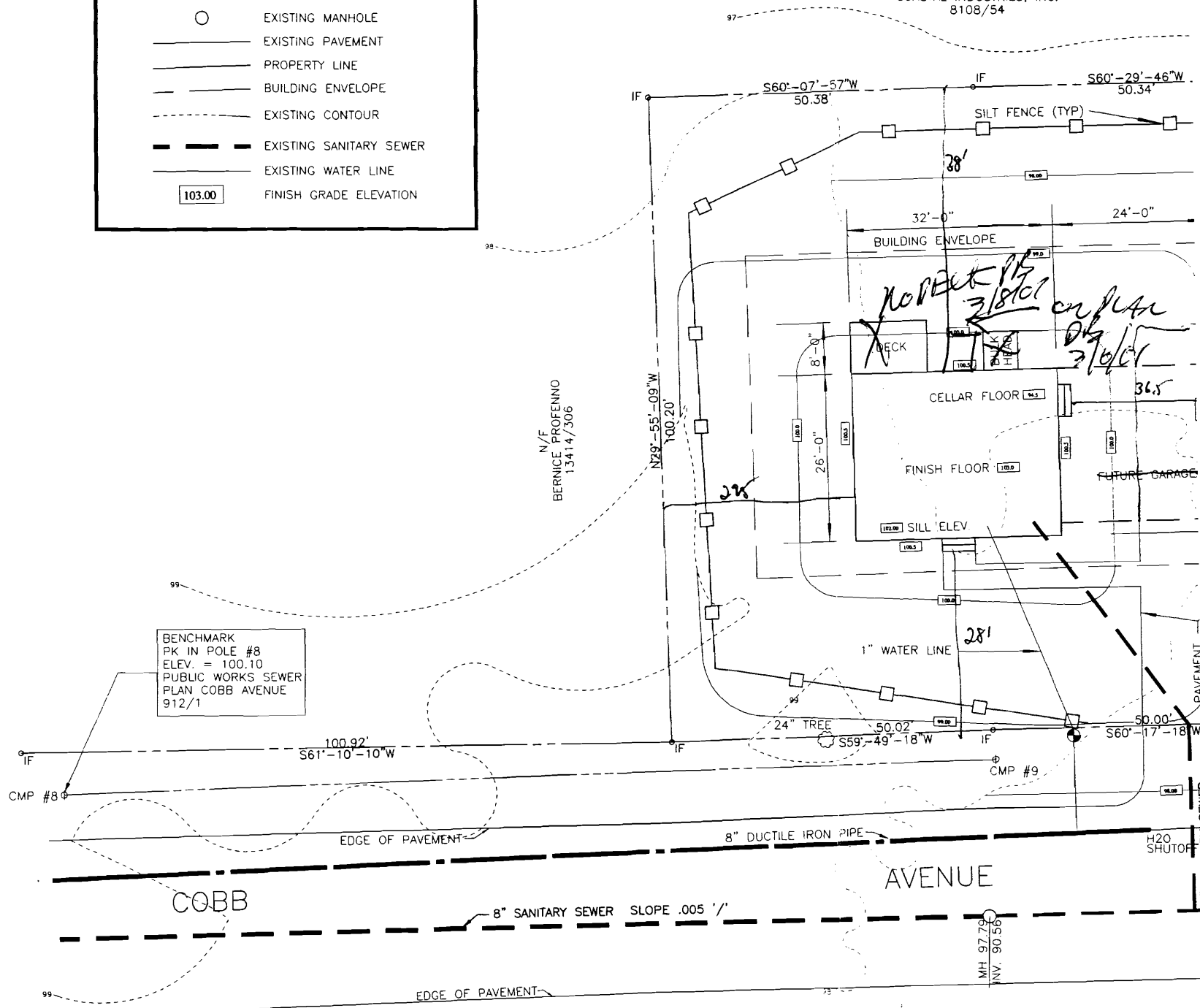
A1



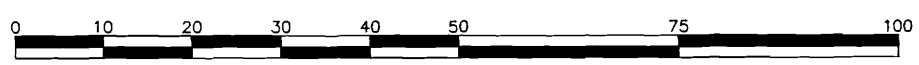
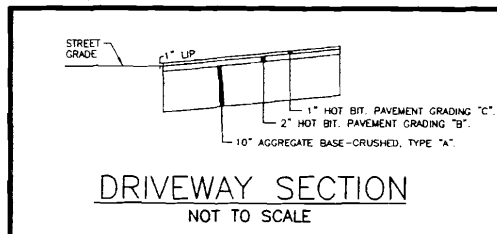
### LEGEND

- IRON FOUND
- ⊕ EXISTING UTILITY POLE
- ⊗ IRON SET
- EXISTING H2O SHUTOFF
- EXISTING MANHOLE
- EXISTING PAVEMENT
- PROPERTY LINE
- BUILDING ENVELOPE
- - - EXISTING CONTOUR
- - - EXISTING SANITARY SEWER
- - - EXISTING WATER LINE
- 103.00 FINISH GRADE ELEVATION

N/F  
COASTAL INDUSTRIES, INC.  
8108/54



BENCHMARK  
PK IN POLE #8  
ELEV. = 100.10  
PUBLIC WORKS SEWER  
PLAN COBB AVENUE  
912/1



**GRAPHIC SCALE**  
SCALE: 1"=10'