

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application
 389 Congress Street, 04101 - Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 03-0138	Issue Date: MAR 13 2003	CBL: 217 A035001
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Location of Construction: Heritage Ct/ Lot #5 Rivers Edge		Owner Name: Byrnes Mary Lou	Owner Address: 23 Arbor View Ln CITY OF PORTLAND	Phone: 207-575-6269
Business Name: n/a		Contractor Name: Hildreth & White	Contractor Address: PO Box 8433 Portland	Phone: 2077720796
Lessee/Buyer's Name n/a		Phone: n/a	Permit Type: Single Family	Zone: C-8 contract
Past Use: Vacant	Proposed Use: New 2794 sq. Ft Single Family Home.	Permit Fee: \$1,778.00	Cost of Work: \$240,000.00	CEO District: Regulatory R-3
Proposed Project Description: New 2794 sq. Ft. Single Family Home		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: 51B	
		Signature: _____ Date: 3/13/03		
<p align="center"><i>no addition of kitchen fixtures permitted</i></p>		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		

Permit Taken By: gg	Date Applied For: 02/24/2003	Zoning Approval	
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland NA <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Panel 12 Zone X <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2003-0037 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/>	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	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date: 2/28/03 3/10/03 for revised PLANS	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 _____

PLUMBING APPLICATION

Department of Human Sciences
Division of Health Engineering

2003-8133

PROPERTY ADDRESS

Town or Plantation: Portland
Street Subdivision Lot #: 6 Heritage Court

PROPERTY OWNERS NAME

Last: Byrnes First: MaryLou
Applicant Name: Unlimited Mechanical
Mailing Address of Owner/Applicant (If Different): 4 Hedgewood St Sanford

PORTLAND

Date Permit Issued: 15 12 03
Local Plumbing Inspector Signature: [Signature]

8444

TOWN COPY

\$ 113.20 FEE If Double Fee Charged

L.P.I. # 0640

217 1035

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspectors to deny a Permit.

Signature of Owner/Applicant: [Signature] Date: 5 20 03

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature: [Signature]

Date Approved: [Signature]

PERMIT INFORMATION

This Application is for

- 1. NEW PLUMBING
- 2. RELOCATED PLUMBING

Type of Structure To Be Served:

- 1. SINGLE FAMILY DWELLING
- 2. MODULAR OR MOBILE HOME
- 3. MULTIPLE FAMILY DWELLING
- 4. OTHER - SPECIFY _____

Plumbing To Be Installed By:

- 1. MASTER PLUMBER
- 2. OIL BURNERMAN
- 3. MFG'D. HOUSING DEALER/MECHANIC
- 4. PUBLIC UTILITY EMPLOYEE
- 5. PROPERTY OWNER

LICENSE # 10740AF

Hook-Up & Piping Relocation Maximum of 1 Hook-Up	Column 2 Type of Fixture		Column 1 Type of Fixture	
	Number	Type of Fixture	Number	Type of Fixture
<input type="checkbox"/> HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District. OR <input type="checkbox"/> HOOK-UP: to an existing subsurface wastewater disposal system. <input type="checkbox"/> PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.	2	Hosebibb / Sillcock	2	Bathtub (and Shower)
	1	Floor Drain	1	Shower (Separate)
	1	Urinal	1	Sink
	1	Drinking Fountain	1	Wash Basin
	1	Indirect Waste	1	Water Closet (Toilet)
	1	Water Treatment Softener, Filter, etc.	1	Clothes Washer
	1	Grease / Oil Separator	1	Dish Washer
	1	Dental Cuspidor	1	Garbage Disposal
	1	Bidet	1	Laundry Tub
	1	Other: _____	1	Water Heater
<input type="checkbox"/> TRANSFER FEE \$6.00	Fixtures (Subtotal) Column 2		1.9	Fixtures (Subtotal) Column 1
	SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE		1.2	Fixtures (Subtotal) Column 2
			2.1	Total Fixtures
				Fixture Fee
				Transfer Fee
				Hook-Up & Relocation Fee
			126. ⁰⁰	Permit Fee (Total)

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 initialzing 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.

Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

- 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.

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

Signature of applicant/designee

Date

Signature of Inspections Official

Date

CBL 217-A-35 Building Permit #: 03-0138

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

2003-0037
Application I. D. Number

2/24/2003
Application Date

River Edge Lot #5
Project Name/Description

Byrnes Mary Lou
Applicant
23 Arbor View Ln , Scarborough , ME 04074
Applicant's Mailing Address

Consultant/Agent
Applicant Ph: (207) 575-6269 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

Heritage Ct , Portland, Maine
Address of Proposed Site
217 A035001
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 Other (specify) _____

2794 sq. Ft. 15,352 sq. Ft.
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | | <input type="checkbox"/> Other _____ |

Fees Paid: Site Pla \$50.00 Subdivision _____ Engineer Review \$250.00 Date 2/24/2003

Building 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 | |

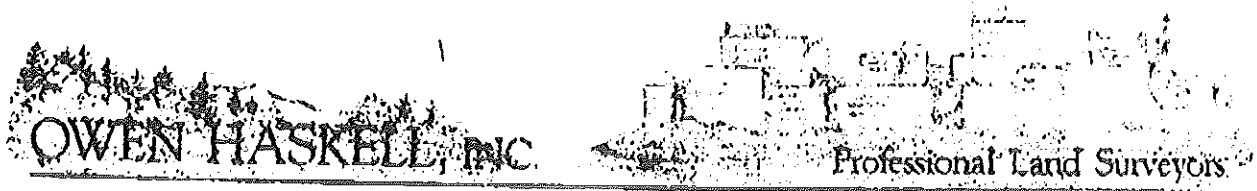
A Fax From

Hildreth & White

1 *Full Service Homebuilder*

POB 8433
Portland, ME 04104
Office: 772-0657/ Fax: 772-5042

Date: 04/01/03
To: John Reed
From: Dan White
Fax #: 207-874-8716
Number of Pages: Including cover sheet [2]
Message: Per your request regarding footing inspection @ lot 5 River Edge #6 Heritage Court see attached confirmation from surveyor that footings are properly placed.



16 Casco Street • Portland, Maine 04101-2979 • 207/774-0434 • FAX: 774-0511 • ohi@owenhaskell.com

FAX MEMO

TO: Dan Hildreth
FAX NO. 772-5042
FROM: Owen Haskell, Inc.
DATE: March 31, 2003

Dart:

Please accept this memo as evidence that Owen Haskell, Inc. located the foundation on Lot 5 at River's Edge in Portland and it met the setbacks shown on the site plan

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

Permit No: 03-0138	Date Applied For: 02/24/2003	CBL: 217 A035001
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Location of Construction: 6 Heritage Ct/ Lot #5 Rivers Edge	Owner Name: Byrnes Mary Lou	Owner Address: 23 Arbor View Ln	Phone: 207-575-6269
Business Name: n/a	Contractor Name: Hildreth & White	Contractor Address: PO Box 8433 Portland	Phone: (207) 772-0796
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: New 2794 sq. Ft Single Family Home.	Proposed Project Description: New 2794 sq. Ft. Single Family Home
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Dept: Historical **Status:** Approved **Reviewer:** Deborah Andrews **Approval Date:** 02/28/2003
Note: **Ok to Issue:**

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/28/2003
Note: 3/7/03 RECEIVED REVISED PLANS SHOWING THE ELIMINATION OF ADDITIONAL KITCHEN FACILITIES **Ok to Issue:**

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. Your structure is located within the Historic District.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. Your current submittal shows 3 rear decks and an attached garage for 3 cars.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval. PLEASE NOTE: This office received revised plans on March 7, 2003 showing the removal of a second kitchen behind the single car garage.. THERE SHALL BE NO ADDITIONAL KITCHEN FACILITIES ADDED IN THIS SINGLE FAMILY DWELLING. YOU MAY NOT PLUMB UP NOR INSTALL ELECTRICAL WIRING TO ACCOMMODATE ANY FUTURE KITCHEN FACILITIES.
- 4) 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:** Pending **Reviewer:** Jeanine Bourke **Approval Date:** 03/13/2003
Note: 3/5/03 Gave the permit back to Zoning for a question on the apparent 2nd kitchen in the addition on the rear **Ok to Issue:**
 "L". JB

- 1) You are required to submit design load specs on the steel I-beam and all engineered products prior to the issuance of a certificate of occupancy.
- 2) Separate permits are required for any electrical or plumbing work and gas stove installation.
- 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 4) Installation shall comply with 1993 BOCA Mechanical Code and State of Maine Oil and Solid Fuel Board Laws and Rules

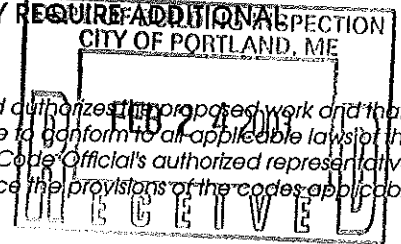
All Purpose Building Permit Application

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>Lots River EDGE Sub-Division</u>		
Total Square Footage of Proposed Structure <u>2794 Above ground / 1178 Below ground</u>	Basement <u>Basement</u>	Square Footage of Lot <u>15,352</u>
Tax Assessor's Chart, Block & Lot Chart# <u>217</u> Block# <u>A</u> Lot# <u>35</u>	Owner: <u>MARYLOU BYRNES</u>	Telephone: <u>575-6269</u>
Lessee/Buyer's Name (if Applicable) <u>Hildreth & White</u>	Applicant name, address & telephone: <u>671-7591</u> <u>P.O. Box 8433 Portland</u>	Cost Of Work: \$ <u>240,000</u> Fee: \$
Current use: <u>None</u>		
If the location is currently vacant, what was prior use: <u>? RAW LAND</u>		
Approximately how long has it been vacant: <u>Probably forever ?</u>		
Proposed use: <u>RESIDENTIAL</u>		
Project description: <u>NEW HOUSE TO BE BUILT</u>		
Contractor's name, address & telephone: <u>Hildreth & White P.O. B 8433 PORTLAND ME 04104</u>		
Who should we contact when the permit is ready: <u>DAN WHITE</u> <u>671-7591</u>		
Mailing address: <u>P.O. B 8433 PORTLAND ME 04104</u>		
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: <u>671-7591</u>		

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: [Signature] Its Resident Date: 2/20/03

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



CITY OF PORTLAND, MAINE
Department of Building Inspections

2/24 2003

Received from Hildreth + White

Location of Work Lot 5 River Edge Subdivision

Cost of Construction \$ 240,000

Permit Fee \$ 1,703.00 + 75.00

Building (I1) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other _____

CBL: 217 A 035

Check #: 1315

Total Collected \$ 1,778.00

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

- WHITE - Applicant's Copy
- YELLOW - Office Copy
- PINK - Permit Copy



CITY OF PORTLAND, MAINE
Department of Building Inspections

2/26 2003

Received from Heldreth White

Location of Work Lot 5 Riverside

Cost of Construction \$ _____

Permit Fee \$ 300.00

Building (I1) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other _____

CBL: 217 A 035

Check #: 1316 Total Collected \$ 300.00

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

Applicant: Aldner & White

Date: 2/28/03

Address: Heritage Court Lot #5

C-B-L: 217-A-035

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

Zone Location - R-3 Regular Subdivision C-8

Interior or corner lot - Heritage Court & Riverside Drive

Proposed Use/Work - Construct new single family with attached 3 car garage

Sewage Disposal - City

* Plans dated 3/7/03 *

Lot Street Frontage - 50' min 89.44' + shown

Removed kitchen facilities from behind the single car garage

Front Yard - 25' req - 25' scaled

Rear Yard - 25' req - 26' scaled

Side Yard - (2 story) 14' req - 25' scaled
Side of - 20' req - 28' to bay window

Projections - 3 rear decks 8x12 & 5x8
12x14' front porch - 2' bay window overhang on 1st front bay window

Width of Lot - 75' min - 125' scaled

Height - 35' max - 26.5' scaled

Lot Area - 6,500^{sq} min 15,352^{sq}

Lot Coverage/ Impervious Surface - 25% or 3838^{sq} max

Area per Family - 6,500^{sq} min

Off-street Parking - 2 req - 3 spaces shown

Loading Bays - N/A

Site Plan - minor/minor # 2003-0037

Shoreland Zoning/ Stream Protection - outside shoreland

Flood Plains - Panel 12 - Zone X

→ within Historic District

28 x 42	=	1176
garage 26 x 58	=	1508
deck 8 x 12	=	96
deck 12 x 14	=	168
front deck 8 x 6	=	48
rear deck 5 x 8	=	40

3036^{sq}

Lot #5. Heritage Ct 217-A-35

Soil type/Presumptive Load Value (Table 401.4.1)	Component	Plan Reviewer	Inspection/Date/Findings
STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	16" X 8" @ 7'6" & 4'0" Decks Chairs Big Foot 4'0" w/sonotube		
Foundation Drainage Dampproofing (Section 406)	#3 Pchalt 4" perimeter w/sack/stones		
Ventilation (Section 409.1) Crawls Space ONLY	OK		
AnchorBolts/Straps (Section 403.1.4)	1/2" 6' O.C.		
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2)) Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	3 1/2" 2' X 2' X 12" & 20' max span @ 18" Spacing 6'6" OK 3-2X12 w/ledgers - Rains 2" w/10X30 steel main brace @ 28' max 7'-1-OK WL 5 1/4" X 11 7/8"		
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2X6 P 2X10 16 O.C. w/banding		

<p>Second Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))</p>	<p>2x10 16 O.C. Average 14" & 4x2 Floor Truss 24" O.C.</p>	
<p>Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))</p>	<p>2x8 16 O.C. w/ S-hangers 2x4 collars @ 6" O.C.</p>	
<p>Roof Rafter: Pitch, Span, Spacing & Dimension (Table 802.3.2(7))</p>	<p>10:12 2x10 16 O.C. 8:12</p>	
<p>Sheathing: Floor, Wall and roof (Table 503.2.1(1))</p>	<p>3/4" T&G, 7/16 OSB, 1/2 CDX</p>	
<p>Fastener Schedule (Table 602.3(1) & (2))</p>	<p>Joist Hangers / ledgers</p>	

<p>Stairs</p>	<p>Number of Stairways</p>	
<p>Interior</p>	<p>3</p>	
<p>Exterior</p>	<p>5</p>	
<p>Treads and Risers (Section 314)</p>	<p>7 3/4" x 10" Net</p>	
<p>Width</p>	<p>3'4"</p>	
<p>Headroom</p>	<p>6'8" TYP.</p>	
<p>Guardrails and Handrails (Section 315)</p>	<p>36" of 42"</p>	
<p>OK</p>	<p>NO LUG ABOVE - STOP OFF ACCESS (stairs)</p>	
<p>Private Garage Section 309 and Section 407 1999 BOCA Living Space ? (Above or beside)</p>	<p>5/8" on common walls both sides ceilings & ext. walls</p>	<p>5/8" on adjacent interior wall both sides</p>
<p>Fire separation</p>	<p>1.5 hr</p>	
<p>Fire rating of doors to living space Door Sill elevation (407.5 BOCA)</p>	<p>3'6" x 6'0" Peachtree</p>	
<p>Egress Windows (Section 310)</p>		

Roof Covering (Chapter 9)	30 yr. warranty	
Safety Glazing (Section 308)	no safety	will be tempered
Attic Access (BOCA 1211.J)	1 Above Rain 1"	OK access thru storage
Draft Stopping around chimney	2" space 24 gauge galv	
Header Schedule	60# VL 5'1/2" K 7'1/2" or near Gauge 3/12 x 7'1/2", 5'1/4" x 11'1/8"	Need specs
Type of Heating System	Oil Furnace LP Gas F-Place	
Smoke Detectors Location and type/Interconnected	?	per Dan White each BR + protecting each hall, interconnected

See Chimney Summary Checklist

Decks 2-2x12 beam w/ ledges
2x8 16" o.c. joists w/ hangers

1-10'x12' max Girder span 8'6" } adding fasters OK - received
1-8'x12' max Girder span 9'6" } revisions

? Disk or 11x17 copy? w/ revisions - will submit 11x17 copies
OK

TABLE 1003.1
SUMMARY OF REQUIREMENTS FOR MASONRY FIREPLACES AND CHIMNEYS

NOTE: This table provides a summary of major requirements for the construction of masonry chimneys and fireplaces. Letter references are to Figure 1003.1, which shows examples of typical construction. This table does not cover all requirements, nor does it cover all aspects of the indicated requirements. For the actual mandatory requirements of the code, see the indicated section of text.			
ITEM	LETTER	REQUIREMENTS	
		Summary	See Section
Hearth and hearth extension thickness	A	4-inch minimum thickness for hearth.	1003.9.1
		2-inch minimum thickness for hearth extension.	1003.9.2
Hearth extension (each side of opening)	B	8 inches for fireplace opening less than 6 square feet.	1003.10
		12 inches for fireplace opening greater than or equal to 6 square feet.	
Hearth extension (front of opening)	C	16 inches for fireplace opening less than 6 square feet.	1003.10
		20 inches for fireplace opening greater than or equal to 6 square feet.	
Hearth and hearth extension reinforcing	D	Reinforced to carry its own weight and all imposed loads.	1003.9
Firebox dimensions	E	20-inch minimum firebox depth.	1003.11
		12-inch minimum firebox depth for Rumford fireplaces.	
Thickness of wall of firebox	F	10 inches solid masonry or 8 inches where firebrick lining is used.	1003.5
Distance from top of opening to throat	G	8 inches minimum.	1003.7
Smoke chamber	H	6 inches lined; 8 inches unlined.	1003.8
Wall thickness			
Dimensions		Not taller than opening width; walls not inclined more than 45 degrees from vertical for prefabricated smoke chamber linings or 30 degrees from vertical for corbeled masonry.	1003.8.1
Chimney vertical reinforcing ^a	I	Four No. 4 full-length bars for chimney up to 40 inches wide. Add two No. 4 bars for each additional 40 inches or fraction of width, or for each additional flue.	1003.3.1
Chimney horizontal reinforcing ^a	J	1/4-inch ties at each 18 inches, and two ties at each bend in vertical steel.	1003.3.2
Fireplace lintel	K	Noncombustible material with 4-inch load-bearing length of each side of opening.	1003.7
Chimney walls with flue lining	L	4-inch-thick solid masonry with liner.	1001.7;
		1/2-inch grout or airspace between liner and wall.	1001.9
Effective flue area (based on area of fireplace opening and chimney)	M	See Section 1001.12.	1001.12
Clearances	N	2 inches interior, 1 inch exterior.	1001.15
From chimney			
From fireplace			
Combustible trim or materials			
Above roof		6 inches from opening.	1003.13
		3 feet above roof penetration, 2 feet above part of structure within 10 feet.	1001.6
Anchorage ^a	O	3/16 inch by 1 inch.	1003.4
Strap			
Number			
Embedment into chimney			
Fasten to			
Bolts		Two 1/2-inch diameter.	
Footing	P	12-inch minimum.	1003.2
Thickness			
Width		6 inches each side of fireplace wall.	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 square foot = 0.0929 m², 1 degree = 0.01745 rad.

^a Required only in Seismic Zones 3 and 4.

MAINE REAL ESTATE TAX PAID

Warranty Deed

(Maine Statutory Short Form)

Stroudwater Farms Associates, a Maine general partnership, with a place of business at Falmouth, Maine, for valuable consideration, grants to Mary Lou Byrnes, with a mailing address of 23 Arbor View Lane, Scarborough, Maine 04074 with WARRANTY COVENANTS, the following described real property situated at Lot 5, River's Edge, Portland, Cumberland County, Maine

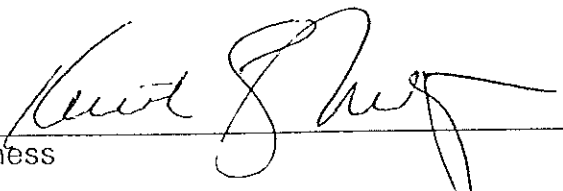
A certain lot or parcel of land with the buildings thereon, situated in said Portland, and being more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey a portion of the premises described in a deed from Robert C. Hunt, dated July 29, 1988, and recorded in the Cumberland County Registry of Deeds in Book 8403, Page 350.

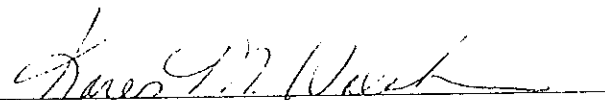
IN WITNESS WHEREOF Stroudwater Farms Associates has caused this instrument to be signed in its corporate name by its duly authorized officer this Third day of October, 2002.

Stroudwater Farms Associates

BY: Stroudwater Farms Development, LLC, as Managing General Partner



Witness

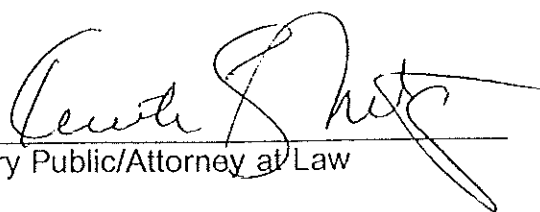


By: Karen M. Walsh
Its: Managing Member

State of Maine
County of Cumberland, ss

October 3, 2002

Personally appeared the above named Karen M. Walsh, Managing Member, of Stroudwater Farms Development, LLC, Managing General Partnership of Stroudwater Farms Associates, and acknowledged the foregoing instrument to be her free act and deed in said capacity, and the free act and deed of said Corporation.

Before me, 

Notary Public/Attorney at Law

Printed Name:

KENNETH E. SNITGER
MAINE ATTORNEY AT LAW

Comm. Exp:

EXHIBIT A

A certain lot or parcel of and, with the improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot No. 5 as shown on a plan entitled "Final Subdivision Plan, River's Edge, Congress Street, Portland, Maine made for Stroudwater Farms Associates," by Owen Haskell, Inc. dated April 10, 2001, revised July 9, 2001 and recorded in Plan Book 201, Page 494 (the "Plan").

Together with the right in common with all other lot owners in and to the use of all streets and ways as shown on said plan for the purpose of ingress and egress.

Together with a Recreational and River Easement as reserved in a deed from Stroudwater Farms Associates to Portland Trails dated June 15, 1994, recorded in Book 11498, Page 24 and together with all other appurtenant easements shown on the Plan.

This conveyance is subject to and benefitted by the Declaration of Protective Covenants for River's Edge Subdivision dated September 30, 2002, recorded in Book 18187, Page 320, and the By-Laws, Rules and Regulation of Stroudwater Farms Homeowners Association dated October 3, 2002 and recorded in Book 18187, Page 329.

Stroudwater Farms Associates reserves for itself, its successors and assigns the fee interest in all streets and ways, as shown on said plan.

Received
Recorded Register of Deeds
Oct 07, 2002 01:35:23P
Cumberland County
John B. O'Brien

Return to:
Cumberland Title Company
P.O. Box 4843
Portland, ME 04112

Return to .

Mary Lou Byrne
23 Arbor View Lane
Scarborough, ME
04074

PURCHASE AND SALE AGREEMENT

January 15, 2003

January 15, 2003 EFFECTIVE DATE

RECEIVED OF Mary Lou Byrnes whose mailing address is 8 Wood Lane, Scarborough, ME 04074 hereafter called "Buyer," the sum of (\$1,000.00) One Thousand and 00/100-----dollars dollar(s) as earnest money and in part payment on account of the purchase price of the real estate situated in municipality of Portland, in the County of Cumberland, State of Maine located at Lot 5 Rivers Edge Subdivision, being (all [] part of []) the property at the above address to be owned by Hildreth & White (hereinafter called "Seller") described at said County's Registry of Deeds Book IBD Page IBD. Further described as follows:

A new house to be built, Colonial-2 story style with three car garage See Exhibit(s) attached for inclusions/exclusions

FIXTURES: See Exhibit(s) attached for inclusions/exclusions

The TOTAL purchase price being (\$386,185.00) Three Hundred Eighty Six Thousand One Hundred Eighty Five and 00/100 -----dollars to be paid as follows:

earnest money with balance due at closing in bank or certified check.

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

1. EARNEST MONEY/ACCEPTANCE: Hildreth & White shall hold said earnest money in the amount of (\$1,000.00) One Thousand and 00/100-----dollars [see ¶18.g. for additional earnest money deposit] and act as escrow agent until closing; this offer shall be valid until 01/15/03 (date) 5:00 PM; and in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. TITLE: 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 the Buyer shall pay the purchase price as provided here in and execute all papers necessary for the completion of this purchase on see item #18.a (date) or before if agreed in writing by both parties. Should the title prove defective, however, then the Seller shall have 30 days after due notice of such defect or defects to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, after such time, the defect or defects are not corrected so that there is a marketable title, then the Buyer may, at his option, withdraw said earnest money and be relieved from all obligations here under.
3. 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 and shall be subject to applicable land use laws and regulations.

8. FINANCING: This contract is subject to the Buyer providing the Seller with a letter of commitment from the Buyer's lender with all terms and conditions satisfactory to Seller **within 21 days of the effective date of this contract**. The Buyer also agrees to supply a copy of the appraisal and any other financial data that may be required by Seller's lender. In the event that Buyer is unable to do so, either Buyer or Seller may then declare at their option this contract null and void in which case the earnest money less **(\$1,000.00) One Thousand dollars** shall be returned promptly to Buyer. Said **\$1,000.00** shall be released to Seller to reimburse cost of plans.

9. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships: **not applicable**

The _____ of _____ represents Seller
Listing Agent Agency

The _____ of _____ represents Buyer
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 the Disclosed Dual Agency Consent Agreement.

10. DEFAULT: If Buyer fails to consummate this transaction due to any reason other than breach of agreement by the Seller, then this contract shall, at the option of Seller be terminated, and the Buyer shall forfeit said earnest money. In the event of default or breach of this agreement by the Seller, the Buyer will be entitled to a refund of the earnest money deposit. In the event of default by either party, all available legal and equitable remedies after mediation may be employed. The escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

11. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property 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.

12. PRIOR STATEMENTS: This contract completely expresses the obligation of the parties, and this contract is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not contained in this contract made by the other or on his behalf.

13. HEIRS AND ASSIGNS: This contract 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 faxed copy, with the same binding effect as if the signature were on one instrument. Original or faxed signatures are binding.

15. ADDENDA: _____√_____ (yes) _____ (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 their Agents.

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

18. **OTHER CONDITIONS:**

18.a. Completion/closing dates: The completion date [date upon which house passes final appraisal inspection] for this contract shall be **06/15/03**. Said date shall be contingent upon availability of labor, materials, inclement weather, strikes, changes in governmental regulation, acts of governmental agencies or their employees, acts of God or any delays in construction beyond the Seller's control or the failure of the Buyer to perform their responsibilities under this contract. If at any time the Seller is delayed in performing the work under this agreement by Buyer-requested changes, labor disputes, fire or other circumstances over which the Seller has no control, the contract time shall be extended by the same amount of time as was caused by the delay. The closing date shall be within 10 days of the completion date.

18.b. Warranty: Seller agrees to deliver the signed warranty attached hereto as Exhibit B at closing. Buyer acknowledges and agrees to accept such warranty at closing as Seller's sole warranty.

18.c. Final plans: This contract is contingent upon mutual agreement of final plans within **1** days of the effective date of this contract. Final plans shall be entitled **Exhibit D** and become part of this contract.

18.d. Additional Terms and Conditions: This contract is contingent upon any additional terms and conditions contained within:

- Exhibit A--Specifications (attached);
- Exhibit B--Warranty (attached);
- Exhibit C--Allowance Reconciliation Sheet (attached);
- Exhibit D--Plans (to be attached upon acceptance);

18.f. Final Inspection: This contract is contingent upon a satisfactory final inspection by an inspector paid for by the Buyer. In the event any workmanship or materials supplied are determined to be in non-compliance with the terms and conditions of this contract, then Seller shall be given a reasonable amount of time to bring said item(s) into compliance. A failure to do so shall be considered a breach of contract by the Seller.

18.g. Additional Earnest Money Deposit: This contract is contingent upon Purchaser placing an additional **(\$49,000.00) Forty Nine Thousand and 00/100**-----dollars deposit with escrow agent upon purchase of **Lot 5 Rivers Edge Subdivision by Hildreth & White and/or HW Land Company LLC**. Said additional deposit shall be held under the same terms and conditions as the initial deposit called for in paragraph #1 above. Total deposit to be held prior to transfer is **(\$50,000.00) Fifty Thousand and 00/100** -----dollars.

18.h. Purchase Lot 5 River's Edge Subdivision: This contract is contingent upon Buyer selling **Lot 5 River's Edge Subdivision** to Seller for **(\$85,000.00) Eight Five Thousand and 00/100**-----dollars within **30** days of the effective date of this agreement, for the sole purpose of the Seller constructing a new house on said lot for the Buyer

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.

x McLaughlin Buyer 004687234 SS# OR TAXPAYER ID#

Buyer SS# OR TAXPAYER ID#

Buyer's Mailing address is : _____

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 the commission for services .

If the earnest money is forfeited by Buyer, it shall be distributed as follows: to Seller.

Signed this 15th day of January, 2003

W. With Its Resid. Seller 01-0413414 SS# OR TAXPAYER ID#

Seller SS# OR TAXPAYER ID#

Seller's mailing address is POB 8433, Portland, ME 04104

Offer reviewed and refused on _____, 19 _____
Seller

Seller

EXTENSION

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

Witness our hands this _____ day of _____ 20 _____

Buyer

Seller

Buyer

Seller

CUSTOMER: Mary Lou Byrnes
 PRICE: \$386,185.00
 HOME LOCATION: Lot 5 River's Edge Subdivision, Portland, M E
 STYLE: 2 Story Colonial
 SQUARE FOOTAGE: 2794 +/-
 DIMENSIONS: various
 BEDROOMS: 4.0
 BATHS: 3.5
 GARAGE: 3 car--insulated and drywalled
 ROG [Room Over Garage]: decked-storage not insulated

This specification sheet is to supplement contracts, addendums to contracts, and home construction plans agreed upon between the builder and the Buyers.

1. WATER

Public Water

NOTES:

2. FOUNDATION Per municipal code

NOTES: Full basement. **Cost for daylight basement per allowance: \$2,500.00.**

3. SEWERAGE

Public Sewer

NOTES:

4. ROOF SHINGLES

<input type="checkbox"/>	25 year warranty 3 tab class A	Color	<u>IBD</u>
<input checked="" type="checkbox"/>	30 year Architectural		

NOTES:

5. EXTERIOR COVERING: see plans for exterior trim

<input type="checkbox"/>	Cedar Clapboard (Rustic rough side out)
<input type="checkbox"/>	Pre-primed
<input checked="" type="checkbox"/>	Vinyl [Certainteed Monogram standard or equal]

NOTES: All trim is vinyl or wrapped with aluminum except door kick boards and garage door trim and or porch trim as applicable.

Buyer Initials: MLB

Seller Initials: (MLB)

Buyer Initials: _____

6. SHEATHING (vertical only)

- 1/2" Plywood
- 7/16" OSB

NOTES:

7. WINDOWS:

<u>Style</u>	<u>Material</u>
<input type="checkbox"/> Single Pane Glass	<input type="checkbox"/> Vinyl Clad
<input checked="" type="checkbox"/> Insulated Double Glass	<input checked="" type="checkbox"/> Pediment Heads*
<input checked="" type="checkbox"/> Metal clad	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Window Grilles between glass	

NOTES: [29] Peachtree DH/casement per plan. Prefinished white. Low e.

* per plans--all windows facing street
[elliptical window not included--see portico allowance @ \$2,000.00]

8. EXTERIOR DOORS:

- Metal Insulated
- Wood
- Full lite 3068 grille not included (1)
- Sliding Glass--grille Included Andersen PS-6 --grille not included
- Patio swingset 6068--grille included between glass (2)

Front Door Side lites:

- No
- One side
- Two sides
- Full glass lites with grille
- Panel and glass lites with grille

NOTES: Storm door allowance included @ \$300.00

9. GARAGE DOORS:

- Metal, insulated, raised panel
- [1] 9'x7' / [1] 16'x7'
- Automatic garage door openers

NOTES:

10. BULKHEAD

- Yes (garage entry)
- No (daylight basement)

NOTES:

Buyer Initials: MLB

Seller Initials: (Signature)

Buyer Initials: _____

11. FRONT STEPS:

<u> </u>	Wood (pressure treated)	<u> </u>	Stone
<u> ✓ </u>	Brick	<u> </u>	Other

NOTES : [2] sets subject to allowance of \$2,400.00

12. FRONT PORCH:

NOTES: \$2,000.00 front door portico allowance for all labor and materials to construct per plans. Allowance to include elliptical transom window over front door.

13. SCREENED IN PORCH:

NOTES: Not included

14. OUTSIDE DECK

<u> ✓ </u>	Decking:	STK cedar
<u> ✓ </u>	Frame:	Pressure treated
<u> ✓ </u>	Balusters:	1.5" sq. Pressure treated as required per code
<u> ✓ </u>	Rails:	Pressure treated as required per code
<u> </u>	Lattice type:	Pressure treated-stock

NOTES: Deck #1 8'x12' per plans
 Deck #2 12'x14' per plans

15. INTERIOR DOORS:

<u> </u>	6 Panel Pine	<u> ✓ </u>	French Door [1]
<u> ✓ </u>	6 Panel Masonite	<u> </u>	Pocket Door []
<u> </u>	6 Panel Masonite-solid core	<u> </u>	BI-fold (closets)
<u> </u>	Other	<u> </u>	BI-pass (closets)

NOTES: closet doors per plans

16. INTERIOR TRIM AND BASE

<u> ✓ </u>	<u>Style</u>	<u>Material</u>
<u> </u>	Colonial	<u> </u> Pine 2 1/2" and 3 1/2" baseboard: stain grade
<u> </u>	Stafford	<u> ✓ </u> Finger Jointed 2 1/2" and 3 1/2" baseboard
<u> </u>	Garage Interior passage doors and windows trimmed	

NOTES: Wainscotting included in family room per allowance \$1200.00 Includes all labor and material.

Buyer Initials: MLB

Seller Initials: (Signature)

Buyer Initials: _____

17. WALL COVER:

1/2" Drywall w/ joint compound, taping and sanding
 Other

NOTES: ceilings are to be smooth. (skip trowel ceiling by change order only). Fire walls, basement stairwells, and garages as applicable, one coat joint compound only on seams.

18. PAINTING EXTERIOR WALLS AND TRIM AND DOORS:

Oil Based Paint
 Latex Paint
 Other
 Porch stain included
 Solid Stain
 Polyurethane
 Semi Transparent Stain
 Decking stain Included

NOTES:

19. PAINTING INTERIOR WALLS (house only not interior of garage):

Semi-gloss (trim) 2 coat Flat finish (ceiling)
 Egg shell Paint (walls) 3 coat finish (walls/trim)
 Garage walls/ceiling 1 coat flat white

NOTES: one color throughout walls/ one color-paint throughout trim/ flat white on ceilings

20. INSULATION:

LOCATION	AMOUNT	R-FACTOR
Sidewalls	<u>6"</u>	<u>19</u>
Roof Cap	<u>12"</u>	<u>38</u>
Basement-1st Floor*	<u> </u>	<u> </u>

Other: interior bathroom walls shall be insulated.

NOTES: * exposed outside walls only if applicable. Fiberglass batts in walls/fiber glass or Thermafiber rockwool for blown in cap.

21. FLOORS: per allowance

NOTES:

22. KITCHEN SINK:

Single bowl Disposal yes no
 Other

Buyer Initials: MLB

Seller Initials: (Signature)

Buyer Initials: _____

NOTES: Subject to Exhibit C
23. KITCHEN COUNTER AND VANITY TOPS:

✓ Post Form ✓ Pionite (or equivalent)*
 Square edge Corian
 Other

*stock color only (no Formica products permitted--see Seller for details)

NOTES:

24. BATHROOM FIXTURES:

Kohler/various see Allowance Reconciliation sheet plumbing package Exhibit C attached.

✓ Fiberglass Tub/ Shower Unit ✓ white
✓ Ceramic Toilet and Vanity Bowl ✓ white
✓ Other (specify) **Whirlpool per allowance \$2500 includes all labor and materials.**

NOTES: Subject to Exhibit C. Shower curtain rod and doors, towel racks, toilet paper holders not included. See bath allowance under Standard allowances.

25. CHIMNEY:

 No
✓ Yes ✓ Interior block flue with brick cap
 Exterior block with brick veneer
 Bluestone rain cap

#of flues: 1

✓ Fireplace: **Type LP gas per allowance \$2,500.00--includes unit and all labor and material associated with installation.**
 Other:

NOTES:

26. HEATING SYSTEM:

✓ Forced Hot Water Radiant ✓ Oil Fired
 ✓ Cold start system with 60 gal. storage tank
 Direct vent
 3 Number of Zones*
 ✓ Other Modine heater in single bay garage

NOTES: cast iron boiler Peerless, Riello burner, 275 gal. tank. *Future 4th zone ability for swimming pool

Buyer Initials: MLB

Seller Initials: (Signature)

Buyer Initials:

27. HOT WATER:

- Electric
- Off Furnace
- ✓ Other :

NOTES: 60 gallon storage tank

28. ELECTRICAL:

- 100 Amp.
- ✓ 200 Amp.
- ✓ Underground service
- Overhead service

House includes following electrical items:

- (1) Attic light
- (1) exterior spot light (fixture not included)
- (1) switched outlet per bedroom
- (1) switched outlet living room
- (1) ceiling light in dining room (fixture not included)
- (✓) outlets per code
- (2) outside outlets
- (1) Builder's grade chime kit/double entry door bell
- (2) Exterior front door light (fixtures not included)
- (1) Exterior light per each other exit (fixtures not included)
- (3) cable outlets
- (3) telephone jacks
- (✓) non- recessed hall ceiling lights (fixture not included)

Basement

- (✓) basement lighting per code
- (1) basement outlets

Garage

- (2) Interior lights
- (✓) wiring for garage doors (2)
- (2) outlets

Recessed lighting provided by electrician at \$55.00/unit (Includes labor to install)
 Light fan units provided by electrician at \$50.00/unit (Includes labor install)

NOTES:

Buyer Initials: MLB

Seller Initials: (AW)

Buyer Initials: _____

29. _____	<u>DRIVEWAY:</u>		
<u> √ </u>	Gravel	Square Footage	<u> TBD </u>
_____	Crushed Stone	Square Footage	_____
_____	Blacktop base coat	Square Footage	_____
_____	Blacktop base coat + finish coat	Square Footage	_____
_____	Other	Square Footage	_____

NOTES: subject to excavation allowance

30. _____ LOAM AND SEED:

 √ 25' +/- radius. If covered with hay, hay removal by Buyer

NOTES:

31. _____ 1 YEAR FOLLOW UP:

<u> √ </u>	Not included	
_____	1 Day plan	[8 HOURS]
_____	2 Day plan	[16 HOURS]
_____	3 Day plan	[24 HOURS]

32. _____ ADDITIONAL SPECIFICATIONS:

Roof pitch:	per plans
Wall studs:	2x6
Subfloor:	3/4 T & G Advantech
Door hardware:	Schlage F series
Shelving:	non-painted particle board
Excavation allowance:	\$19,100.00 [includes labor/material excavation by Seller--does not include any landscaping required by Subdivision covenant]
Future 1/2 bath:	basement shall include stubbs for future 1/2 bath in basement.
Subsurface vent stack:	Included-stubbed in attic.

33. _____ STANDARD ALLOWANCES (Included in purchase price)

Appliances:	Includes purchase, delivery, sales tax and installation by retailer. Dishwasher hook up by Hildreth & White no charge.	\$	0.00
-------------	--	----	------

Buyer Initials: MLB

Seller Initials: (Signature)

Buyer Initials: _____

Bath:	Includes purchase and sales tax for mirrors, doors, towel racks, paper holder No charge. Installation by Hildreth & White (except shower doors and mirrors).	\$	1,500.00
Cabinets:	includes purchase and sales tax. Shall include cabinets for kitchen, and baths. Installation by Hildreth & White (no charge).	\$	5,000.00
Counter tops:	includes labor and materials. Installation of post form by Hildreth & White (no charge).	\$	1,000.00
Electrical Fixtures :	Includes purchase and sales tax. Installation by Hildreth & White (no charge except recessed lights).	\$	1,500.00
Flooring Carpet/vinyl:	includes purchase, sales tax, and labor. Installation by retailer.	\$	3,617.50
Flooring Hardwood/tile:	Includes purchase, sales tax, and labor. Installation by retailer.	\$	9,243.50
Stairs:	includes purchase and sales tax and labor and material for stair system. Installation by Hildreth & White.	\$	2,000.00
Mantel:	includes purchase and sales tax and labor and material for fireplace mantel and trim. Installation by Hildreth & White	\$	<u>250.00</u>
	Total allowances	\$	24,111.00

33. NOTICE:

1. If an article is not shown on the blueprints or quoted or specified on paper, it shall be assumed that it is not furnished.
2. Any extras should be presented to the contractor before construction begins.

Buyer Initials: MLB

Seller Initials: (Signature)

Buyer Initials: _____



3. Any alteration or deviation from the above contractual specifications that results in a revision of the contract price will be executed only upon the parties entering into a written change order. Change orders signed by Buyer will prevail after construction has begun. Any dollar amounts over original contract amount shall be due prior to transfer of title in form of bank or certified check. This includes allowances, change orders, and changes to plumbing package. Any errors in amounts due either party discovered after transfer of title shall become an amount immediately due and payable to the party owed. This agreement shall survive closing.

4. Changes to the Standard Plumbing Package may be made as follows:

If the customer wishes to view or change any item in the Standard Plumbing Package per Exhibit C, they must make an appointment at Redlon Johnson. This should be done as soon as possible after the effective date of this contract to avoid construction delays. You will be asked to give the name of the plumber in order to get an appointment. Please call the office at 772-0657 for the name of the plumber. Buyer shall pay for any costs associated with delays in construction or completion date as a result of changes to the standard plumbing package.

If any item in the Standard Package per Exhibit C is changed, then the retail dollar amount of the standard package shall become an allowance to be credited against the retail cost of the actual order. **Any increase in the number of fixtures shall also incur an additional charge for labor.**

Any plumbing items or fixtures not supplied by the plumber or Redlon Johnson, shall incur an additional labor charge; and/or, the Buyer shall receive a credit for only the Plumber's cost for the item which is no longer being supplied by the Plumber; e.g., marble top sinks supplied by kitchen supplier.

Do not order shower doors through Redlon Johnson--the Plumber does not install glass doors. We recommend Glass Mirror Services [797-9404].

5. Ledge removal is not included. All costs for ledge removal shall become an additional amount due Seller prior to/or at transfer-closing.

6. Grading and the amount of fill needed shall be determined by Seller and shall be based upon providing adequate drainage away from foundation and coverage of foundation to meet municipal code.

7. Buyer is hereby notified that a construction site is extremely dangerous. As such, Buyer agrees that if he or she or any one in their company enters the premises during construction they are

Buyer Initials: MLB

Seller Initials: [Signature]

Buyer Initials: _____

doing so at their own risk and that Seller shall not be held liable for any injuries sustained. Buyer further agrees that under no circumstances are any children under age 18 allowed on the premises during construction. No failure of Seller to enforce any of the above term hereof shall be deemed a waiver.

8. Seller reserves the right to approve any selections made by Buyer for allowance items. Unauthorized selections shall not be paid for by Seller and shall not be covered by the warranty applicable to this contract.

9. Seller does not install lawns. Seller installs only the initial single application of loam and seed required to start a lawn. All other additional needs and requirements for the establishment of a healthy lawn shall be the sole responsibility of the Buyer. This shall include but not be limited to the following:

- watering
- fertilizing
- re-seeding/re-looming for areas that did not take
- straw/hay removal

Under no circumstance shall Seller be liable for damage to loam and seed due to reasons beyond the control of Seller such as weather. In the event damage does take place due to reasons beyond the control of Seller and prior to release of any applicable escrowed funds covering loam and seed installation, the cost for repair shall become an additional amount owed to Seller. Seller reserves the right to not install loam and seed any time after October 1 and prior to May 31 of a given year, and during the months of July and August. This agreement will survive closing and supersede any escrow agreements subsequently entered into by either party. If Buyer does not have knowledge of, or experience in proper lawn care, Seller recommends use of a professional lawn maintenance company.

10. Not applicable.

11. PLEASE BE ADVISED THAT THE ABOVE SPECIFICATIONS REPRESENT ONLY A SMALL PORTION OF THE POSSIBILITIES FOR BUILDING MATERIALS /PRODUCTS. The number of options and possibilities is virtually unlimited. Hildreth & White will try to anticipate that which we believe the customer wants; however, to list all the different options or possibilities would neither be practical nor feasible.

12. It shall be the responsibility of the Buyer to coordinate the installation and or transfers of utilities (e.g. water company, electric company, cable company) phone service, heating oil suppliers, etc. Seller recommends contacting these suppliers 30 days prior to occupancy. **Do not schedule for cable/Tel hook up until you have confirmed with Hildreth & White that pull strings are in the conduits.**

Buyer Initials: MLB

Seller Initials: [Signature]

Buyer Initials: _____

13. Sealing of drive ways is not included but recommended for proper protection and should be done on a regular basis.
14. Location of utilities; e.g., oil tank, electrical panel, domestic water supply, shall be determined by Seller and shall be based upon meeting municipal and state code and requirements of utility suppliers.
15. Delivery of lighting fixtures to the site shall be the responsibility of the Buyer, except for those units supplied by the electrician. Any items not supplied in time for electrician, shall be subject to additional visitation charge of \$75.00 --payable at closing/transfer.
16. Except as noted on page 2 of Exhibit B at closing, all Standard Allowance materials and services supplied shall be considered supplied by Seller.
17. In the event any materials referenced above become unavailable to the extent that they shall be cause for a delay in completion date, Seller shall have the right to utilize alternate materials of equal quality and or performance.
18. Most homes cover nicely with an exterior 2 coat application however, some colors cover better than others, In the event a 3rd coat is needed and or wanted by the Buyer, the additional cost shall become that of Buyer and shall be done by change order. Seller shall not be responsible for conditions due to extractive bleeding. This is a condition inherent to the use of cedar siding and does not represent a failure of the paint or stain.
19. Installation of stove/ range venting to the exterior is included. In the event it is to be done, it must be know prior to framing and be incorporated as part of the construction drawings.
20. Kitchen plans must be finalized by Buyer prior to framing . It shall be the Buyer's responsibility to make sure kitchen plans include items discussed with kitchen designer; e.g., knobs, inclusion of soffits, etc.
21. Hildreth & White does not install the following items: gutters or rain diverters. Said items will help control water and damage resulting from uncontrolled water such as back-splashing under doors which can pose leaks and premature rotting. However to use them also poses separate risks such as ice dams and washout. We recommend installing diverters and gutters in conjunction with your final landscaping after the home is complete. Damage or problems resulting from using them or not using them is not the responsibility of Hildreth & White.
22. No warranty work will be performed until such time as all money held in escrow owed to the Seller for work completed has been received.
23. Please be advised that the burning of candles may cause black soot marks through out the house. If you are not familiar with this problem we encourage you to investigate further. There will be no warranty coverage for such damage.

Sample list of items not included --

Buyer Initials: MLB

Seller Initials: AW

Buyer Initials: _____

Item description _____
Rain diverter(s)
Lamp post
Slate on brick steps
Shutters
Central vacuum
Automatic garage door openers
Dormers
3rd Floor Ability
Garage floor sealing
Soffits over kitchen cabinets:
Crown molding Kitchen cabinets (Installation only):
Closet lights
Exterior venting for stoves
Gutters
Landscaping
Walkways-paths
Crushed stone at surface level around foundation--see landscaping

Buyer Initials: MLB

Seller Initials: (SW)

Buyer Initials: _____

HILDRETH & WHITE INC.
POB 8433
PORTLAND, MAINE 04104

This Statement of Limited Warranty is given in connection with the sale of property and improvements located at _____, Maine pursuant to a Contract by and between _____ and Hildreth & White dated _____. Hildreth & White warrants that the residence constructed on the property being sold pursuant to the above agreement has been constructed in a good and workmanlike manner and is free from faulty materials. The residence was constructed in accordance with the standards of the building codes applicable for this location, constructed in a skillful manner and fit for habitation. Hildreth & White warrants all of its work and materials for a period of one year from the date of this statement and agrees to remedy any defects due to faulty materials, equipment or workmanship which appear and of which Hildreth & White has received written notice thereof within a period of one year from the date of this statement. The provisions hereof apply to work done by subcontractors selected by Hildreth & White and materials supplied by building material retailers selected by Hildreth & White as well as to work done by direct employees of the contractor. No claims shall be brought against Hildreth & White, or any subcontractor or building material retailer after the expiration of the one year warranty. At no time shall Hildreth & White be responsible for the negligence of the Owners or the Owners' agents including, but not limited to those agents providing services or materials listed on Page 2 of Exhibit B attached hereto. All other warranties and representations as to the condition or quality of the residence and all parts, components and aspects thereof, both expressed and implied, including, but not limited to, warranties of merchantability and of fitness for particular purpose are hereby waived and disclaimed, and shall be of no force or effect whatsoever. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this statement.

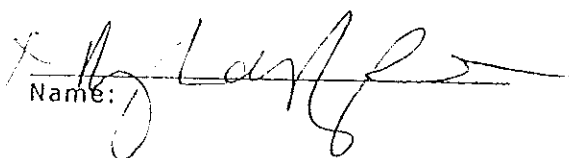
This warranty shall not apply to any materials, including paints, finishes, appliances, carpet, vinyl/tile flooring, or other materials or machinery covered by a separate manufacturer's warranty, but the Seller will cooperate with the Buyer(s) in asserting reasonable claims against suppliers or manufacturers of such materials or machinery under such warranties as shall be given by such suppliers or manufactures. This warranty also shall not apply to damage caused by ordinary wear and tear, abuse of the property, weather or natural causes, ordinary shrinkage of lumber, weathering of finishes and the like, minor cracks in cement, plaster, or woodwork due to shrinkage, drying out or natural settlement, or appearance of nail heads or minor defects in drywall due to shrinkage or settlement, or soot damage caused from the burning of candles or other such items. This warranty shall not apply to damage caused by excessive rains or surface water, a high water table or other latent conditions of moisture in the foundation. Sump pumps or devices required to control such moisture in the foundation, are Buyer's expense and responsibility. In no event will this warranty be valid with respect to claims for deficiencies in landscaping and grass growth. In the event house comes with a well, then this warranty shall not apply to either the quality nor the quantity of water-see Exhibit A (attached) for additional information regarding wells.

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. In no event shall the Seller be liable for any damages, cost or expense other than its obligation to repair or replace defective workmanship as set forth above. In no event shall the Seller be responsible for indirect special or consequential damages such as loss of anticipated profits or use of the property, or other economic loss in connection with the premises.

This warranty applies to the original Buyer(s) whose name is listed below and may not be assigned or transferred.

PURCHASER

HILDRETH & WHITE

Name: 

By: _____
Its: _____

AGENTS of OWNER

Allowance Reconciliation Sheet Exhibit D--733.3

Standard Allowances	Con- firmed (✓)	Esti- mated (✓)	Debit	Credit	Balance due
<u>Appliances:</u>	✓		0.00	0.00	0.00
<u>Bath:</u>	✓		0.00	1,500.00	-1,500.00
<u>Cabinets:</u>	✓		0.00	5,000.00	-6,500.00
<u>Kitchen cabinets</u>	✓		0.00	0.00	-6,500.00
<u>Molding</u>	✓		0.00	0.00	-6,500.00
<u>Vanity cabinets</u>	✓		0.00	0.00	-6,500.00
<u>Molding</u>	✓		0.00	0.00	-6,500.00
<u>Marble tops</u>	✓		0.00	0.00	-6,500.00
<u>Hardware</u>	✓		0.00	0.00	-6,500.00
<u>Tax-cabinet order</u>	✓		0.00	0.00	-6,500.00
<u>Countertops:</u>	✓		0.00	1,000.00	-7,500.00
<u>Labor</u>	✓		0.00	0.00	-7,500.00
<u>Material--vanity</u>	✓		0.00	0.00	-7,500.00
<u>Material--vanity</u>	✓		0.00	0.00	-7,500.00
<u>Material--laminat</u>	✓		0.00	0.00	-7,500.00
<u>Flooring</u>	✓		0.00	0.00	-7,500.00
<u>Carpet/vinyl</u>	✓		0.00	3,617.50	-11,117.50
<u>Hardwood/tile</u>	✓		0.00	9,243.50	-20,361.00
<u>Elect. Fixtures:</u>	✓		0.00	1,500.00	-21,861.00
<u>Stairs</u>	✓		0.00	2,000.00	-23,861.00
<u>Material</u>	✓		0.00	0.00	-23,861.00
<u>Labor</u>	✓		0.00	0.00	-23,861.00
<u>Mantel</u>	✓		0.00	250.00	-24,111.00
<u>Total</u>			0.00	250.00	-24,111.00

PLUMBING

QTY	Standard PKG	Brand/Name	MD#	List\$/unit	Total
4	Bath sink lavs	Kohler	K-2196-4	76.00	304.00
4	Bath Sink Faucets	Delta	525MPU	124.60	498.40
4	Toilet	Kohler	K3423	151.35	605.40
4	TOILET SEAT	OLSONITE	#40	26.00	104.00
2	Kitch faucet w/spray	Delta	450WF	177.20	354.40
2	Double Bowl Stainless	Dayton	DSE 3322-	185.77	371.54
0	Tub/shower	Kohler/Veracruz	K1585	489.85	0.00
0	Tub Drain	Kohler	K7160TF	108.55	0.00
0	Tub valve	Symmons	S962	133.30	0.00
3	Shower	Kohler/ Cancun	K1598	479.60	1,438.80
3	Shower Drain	Kohler	K9132	43.45	130.35
3	Shower valve	Symmons	S961	126.85	380.55
	Subtotal				4,187.44

ACTUAL ORDER (SAMPLE)

0	Kitchen sink	Kohler	K5924	See RJ	0.00
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MLB

AW

Allowance Reconciliation Sheet Exhibit D--733.3

0	Duostrain	Kohler	K8801	See RJ	0.00
0	Faucet	Delta	172WF	See RJ	0.00
0	Hot water dispenser		ISE Hot-1	See RJ	0.00
0	Board	Kohler	K5928	See RJ	0.00
	<u>Total</u>				<u>0.00</u>

<u>Miscellaneous</u>	<u>debit</u>	<u>credit</u>	<u>Bal due</u>
Excavation	0.00	19,100.00	-19,100.00
Daylight basement allowance	0.00	2,500.00	-21,600.00
Storm door allowance	0.00	300.00	-21,900.00
Front step masonry allowance	0.00	2,400.00	-24,300.00
Portico allowance	0.00	2,000.00	-26,300.00
Wainscotting allowance	0.00	1,200.00	-27,500.00
<u>Whirlpool allowance</u>	<u>0.00</u>	<u>2,500.00</u>	<u>-30,000.00</u>
Sub total			-30,000.00

Allowances		<u>Balance Due</u>
Net Plumbing change.		-24,111.00
<u>Miscellaneous</u>		-4,187.44
Total balance due Seller		<u>-30,000.00</u>
		-58,298.44

If you change nothing in your plumbing package your house will be plumbed using the following items from the standard package above in the quantities indicated

If you change anything from your standard package your allowance will be the subtotal from the standard package listed above updated with current pricing prior to transfer

If you increase the number of fixtures you will incur additional charges for additional plumbing labor

Any amounts due either party shall be paid prior to transfer of title.
 Confirm standard package prices and exact model numbers at Redlon Johnson
 Prices and model numbers do change
 Be sure to get the exact model #
 RJ = Redlon Johnson

MLB

AW

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT ISSUED

Permit Number: 030138
MAR 13 2003

Please Read Application And Notes, If Any, Attached

PERMIT

This is to certify that Byrnes Mary Lou /Hildreth & White

has permission to New 2794 sq. Ft. Single Family Home

CITY OF PORTLAND

AT 6 Heritage Ct/ Lot #5 Rivers Edge

City 217 A035001

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 closed or closed-in. **48 HOUR NOTICE IS REQUIRED.**

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

OTHER REQUIRED APPROVALS
PERMIT ISSUED

Fire Dept. _____

Health Dept. _____

Appeal Board MAR 13 2003

Other _____

Department Name
CITY OF PORTLAND

Deanie Bowke 3/13/03
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD