

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

PERMIT SECTION

Please Head Application And Notes, If Any, Attached

This is to certify that Stoudwater Farms Assoc/Kelly & W...

has permission to 2200 sf Colonial 34 x 28 w/attached 2 car garage

660 Rivers Edge Dr

provided that the person or persons, firm or corporation accepting 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.

Notification inspection must be given and when permit is procured before this building or structure is occupied. THIS NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept.

Health Dept.

Appeal Board

Other

Department Name

PENALTY FOR REMOVING THIS CARD

Director - Building & Inspection Services

Carly Burke 9/16/04

Permit Number: 041124

SEP 17 2004

CITY OF PORTLAND

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-1124	Date Applied For: 08/06/2004	CBL: 217 A042001
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Location of Construction: 66 Rivers Edge Dr (lot#12)	Owner Name: Stroudwater Farms Assoc	Owner Address: 91 Johnson Rd	Phone:
Business Name: Kennedy & Walsh Const.	Contractor Name: Kennedy & Walsh Const.	Contractor Address: 91 Johnson Rd Falmouth	Phone (207) 781-2071
Lessee/Buyer's Name:	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home / 2200 sf Colonial 34 x 28 w/attached 2 car garage	Proposed Project Description: 2200 sf Colonial 34 x 28 w/attached 2 car garage
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Dept: Zoning Status: Approved with Conditions Reviewer: Marge Schmuckal Approval Date: 09/10/2004
 Note: 8/26/04 left message with the only tel # given us that the rear setback is not being met - 21' instead of 25' Ok to Issue:

- 1) NO DAYLIGHT BASEMENT is being shown and is not approved.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. A 10' x 12' rear deck is being shown and approved.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of revised plans submitted on 9/10/04. Any deviations shall require a separate approval before starting that work.

Dept: Building Status: Approved Reviewer: Jeanine Bourke Approval Date: 09/16/2004
 Note: 9/15/04 spoke w/Karen W. About list of items needed to complete the review. She will fax. Ok to Issue:

- 1) The design load spec sheet for any engineered beam(s) must be submitted to this office.
- 2) A copy of the enclosed chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 3) Separate permits are required for any electrical, plumbing, or heating.
- 4) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: DRC Status: Approved with Conditions Reviewer: Jay Reynolds Approval Date: 08/19/2004
 Note: Ok to Issue:

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext. 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 3) 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.
- 4) Your new street address is now #66 River's Edge Drive, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

Dept: Planning Status: Not Applicable Reviewer: Jay Reynolds Approval Date: 08/19/2004
 Note: Ok to Issue:

Location of Construction:	66 Rivers Edge Dr (lot#12)	Owner Name:	Stroudwater Farms Assoc	91 Johnson Rd	Owner Address:	91 Johnson Rd	Phone:	
Business Name:		Contractor Name:	Kennedy & Walsh Const.	91 Johnson Rd Falmouth	Contractor Address:	91 Johnson Rd Falmouth	Phone:	(207) 781-2071
Lessee/Buyer's Name		Phone:		Single Family	Permit Type:			

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: Lot 12, Rye's Edge Drive, Portland

Total Square Footage of Proposed Structure: 2200 sq. ft.
 Square Footage of Lot: 24,406 sq. ft.

Tax Assessor's Chart, Block & Lot: Chart # 217, Block # A, Lot # 42
 Owner: Stroudwater Farms Associates
 Telephone: 781-2071

Lessee/Buyer's Name (if Applicable):
 Applicant name, address & telephone: Kennedy & Walsh Construction, 91 Johnson Rd., Falmouth, ME 04105
 Cost of Work: \$ 200,000
 Fee: \$ 1825 + 751896

Current use: Residential lot
 If the location is currently vacant, what was prior use: Residential lot in approved 29-lot subdivision
 Approximately how long has it been vacant: always vacant, no prior construction

Proposed use: Residential lot with 2000 sq. ft. addition
 Project description: Construct a 34x28 colonial with attached 2-car garage

Contractor's name, address & telephone: Kennedy & Walsh Construction, Falmouth, ME 04105
 Who should we contact when the permit is ready: Karen Walsh
 Mailing address: 91 Johnson Rd, Falmouth, ME 04105
 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. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE:

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: Karen Walsh
 Date: 8/3/04

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.

66 Rivers Edge Lot 12 217-A-42
#04-1124

Soil type/Presumptive Load Value (Table 401.4.1)	Per Subdivision	Inspector/Date/Findings
Component	Plan Reviewer	Inspector/Date/Findings
STRUCTURAL Footings Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	10' x 24" 4' min	OK
Foundation Drainage Dampproofing (Section 406)	drain, stone fabric dampproof	OK
Ventilation (Section 409.1) Crawls Space ONLY	4 windows Shown	OK
Anchor Bolts/Straps (Section 403.1.4)	7' 4"	1/2" 6" o.c. 12" corners/ends Addendum
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	3 1/2" conc/steel	OK
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	4-2x12 6'9", 7', 6', Sealed Steel beam garage	7'2 max OK - design spec. OK condition
Sill/Band Joist Type & Dimensions	2x6 sill 2x10	OK
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x12 16 o.c. bridge Changed to 2x10	OK OK Addendum
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	? 2x10 16 o.c. Garage	2x10 OK 1

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	2x8 16 o.c. ceiling 2x8 16 o.c. collars ties	OK
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	2x8 8:12 16 o.c.	12'4" max Addendum OK
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	2x12 Garage 12:12 3:5:12 16 o.c. 3/4 Adv., 1/2 CDX, ?	2x10 rafters 1/2 Adv - OK addendum
Fastener Schedule (Table 602.3(1) & (2))	BOCA 1999 Notes	OK
Private Garage Section 309 and Section 407 1999 BOCA)		
Living Space? (Above or beside)	1 hr 5/8 x on walls - ceiling	OK
Fire separation	1" x 4"	OK
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	DH 4060	OK
Egress windows (Section 508)		OK
Roof Covering (Chapter 9)	25 yr asphalt	OK
Safety Grazing (Section 508)	2nd Fl Bath w/in 3'	Addendum OK
Attic Access (BOCA 1211.1)	?	77 x 30 Addendum OK
Draft Stopping around chimney / space	?	Addendum OK

Asst. Inspectors

Header Schedule	Beams	Garage, LV Room.	3-2x12 garage LV in LV/kitch.	OK
Type of Heating System		Oil Furnace		OK
Stairs				
Number of Stairways				
Interior		3		OK
Exterior		3		OK
Treads and Risers (Section 314)		0		OK
Width		7 3/4 x 10" 3/4" nosing		OK
Headroom		3'6"		OK
Guardrails and Handrails (Section 315)		2 6'8"		OK
		36" L4" space		OK
Smoke Detectors Location and type/Interconnected		Per notes		OK
Fire reviewer Signature				

See Chimney Summary Checklist - disclosure enclosed

Deck 2x8 Joist 16 oc. OK

3-2x8 Beam OK

42" Guard OK

* Required only in Seismic Zones 3 and 4.

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

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
Hearth and hearth extension thickness	A	4-inch minimum thickness for hearth.
Hearth extension (each side of opening)	B	8 inches for fireplace opening less than 6 square feet. 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. 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.
Firebox dimensions	E	20-inch minimum firebox depth.
Thickness of wall of firebox	F	10 inches solid masonry or 8 inches where firebrick lining is used.
Distance from top of opening to throat	G	8 inches minimum.
Smoke chamber	H	6 inches lined; 8 inches unlined. 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 corbelled masonry.
Chimney vertical reinforcing*	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.
Chimney horizontal reinforcing*	J	1/4-inch ties at each 18 inches, and two ties at each bend in vertical steel.
Fireplace lintel	K	Noncombustible material with 4-inch load-bearing length of each side of opening.
Chimney walls with flue lining	L	4-inch-thick solid masonry with liner.
Effective flue area (based on area of fireplace opening and chimney)	M	See Section 1001.12.
Clearances	N	From chimney: 2 inches interior, 1 inch exterior. From fireplace: 2 inches front, back or sides. 6 inches from opening. 3 feet above roof penetration, 2 feet above part of structure within 10 feet.
Anchor*	O	3/16 inch by 1 inch. Two. 12 inches hooked around outer bar with 6-inch extension. Four joists.
Fasten to		Two 1/2-inch diameter.
Boils		12-inch minimum.
Thickness	P	6 inches each side of fireplace wall.
Width		
1003.2		
1003.4		
1001.6		
1003.13		
1003.12		
1001.15		
1001.12		
1001.9		
1001.7		
1003.7		
1003.3.2		
1003.3.1		
1003.8.1		
1003.8		
1003.7		
1003.5		
1003.11		
1003.9		
1003.10		
1003.10		
1003.9.2		
1003.9.1		
See Section		Summary

TABLE 1003.1 SUMMARY OF REQUIREMENTS FOR MASONRY FIREPLACES AND CHIMNEYS

Hi Jeanne. I'm faxing on Addendum, which addresses the issues you have raised. Please note that although the first floor joists were called out at 2" x 12", I have changed those to 2" x 10" to coincide with the 2" x 10" joists on the second floor. Let me know if this presents a problem. I can change them back to 12". Give me a call if you have any other questions. If everything is o.k., I'll call you in the morning to see when I can stop by to pick up a permit. Thanks for all your help!

MESSAGE.....

RE: Lot # 12, River's Edge.

FR: Karen Walsh

TO: Jeanne

FAX: 874-8716

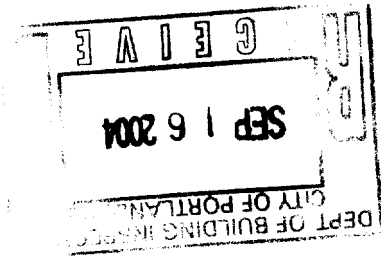
DATE: 9/15/04



KENNEDY & WALSH CONSTRUCTION
91 Johnson Road, Falmouth, Maine 04105
207-781-3036 / 781-2071 / fax 781-2729

APPENDUM TO BUILDING PLANS FOR LOT #12 RIVER'S EDGE
SUBMITTED BY KENNEDY & WALSH CONSTRUCTION

1. During foundation construction, 1/2" anchor bolts 6' o.c. will be used and 12" ~~anchor-bolts~~ will be used at all corners and cut-outs.
2. Kennedy & Walsh Construction will provide the City of Portland with design specs on the steel beam once we receive this information from Hancock Lumber.
3. First and second floor joists will be 2" x 10" construction 16 o.c. with solid bridging.
4. Roof sheathing will be 1/2" Advantech.
5. Roof rafters will be 2" x 10".
6. The window in the second floor bathroom will be tempered glass.
7. There will be a 22" x 30" cubby access to the attic provided in the front middle bedroom closet.
8. Draft stopping will be provided at every level around the chimney and there will be a 2" air space from all framing.
9. Three 2" x 12"s will be used for garage headers.
10. One 3 1/2" x 11 7/8" LVL will be used in the area between the living room and the kitchen where there is a 10' 9" span.



Applicant: Kennedy & Walsh Const. Date: 8/26/04
 Address: 66 Rivesedge Drive (tr) C.B.L.: 217-A-042
 CHECK-LIST AGAINST ZONING ORDINANCE permit # 04-1124

Date -
 Zone Location - C-8 R-3 regular subdivision contract zone

Interior or corner lot -
 Proposed Use/Work - Construct new single family with Affordable
 24x24 28x34

Sewage Disposal - City

Lot Street Frontage - 50' req - 200' + shown

Front Yard - 25' req - 24' shown

Rear Yard - 25' req - 21' to closest

Side Yard - 14' req - 25' & 103' shown

Projections - left side Bay window; ~~right side~~ / retract 10' x 12'

Width of Lot - 75' min - 150' + shown

Height - 35' max - 24.5' setback

Lot Area - 6,500 sq ft - 24,406 sq ft given

Lot Coverage/Impervious Surface - 25% max

Area per Family - 6,500 sq ft

Off-street Parking - 2 req - 2 car garage shown

Loading Bays - N/A

Site Plan - number/number # 2004 - 0161

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 12 - zone X

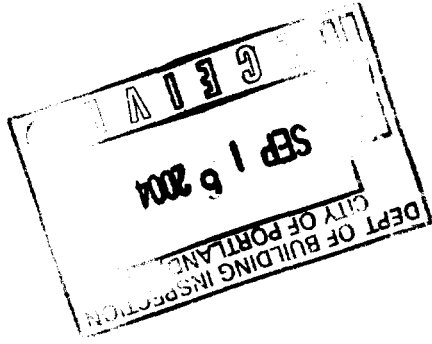
No Dry Night Agreement is being shown

OK
 28x34 = 952
 24x24 = 576
 10x12 = 120
 1648 sq ft

6101.5 sq max

revision approved, OK to issue....Jay

From: Jay Reynolds
To: Jeanie Bourke; Marge Schmuckal; Mike Nugent
Date: Thu, Sep 16, 2004 3:44 PM
Subject: 66 River's Edge Dr., lot 12



Attached is revision 2 of Site Plan for Lot 12 of River's Edge Subdivision. We have adjusted the house location per your conversation with Karen Walsh. Karen will bring 11x17 copies for your records.

TO: Marge Schmucke
 FROM: Johanna Cady
 DATE: Sept. 15, 2004
 RE: River's Edge Lot 12
 FILE: 02110/12

FAX MEMORANDUM

CONSULTING ENGINEERS, INC.

PINKHAM & GREER



170 U.S. Route One
 Falmouth, Maine 04105
 Tel: 207.781.5242
 Fax: 207.781.4245

OWNER/BUILDER: KENNEDY & WALSH
CONSTRUCTION: 91 JOHNSON ROAD
 FALMOUTH, MAINE 04105

ENGINEER: PINKHAM & GREER
 CONSULTING ENGINEERS
 FALMOUTH, MAINE

TOPOGRAPHY & BOUNDARY:
 OWEN HASKELL ASSOC.
 PORTLAND, MAINE

NOTES:

1. THIS PLAN IS FOR LOT 12 ONLY. GRADING, BUILDING LOCATION OR GENERAL DRAINAGE SHOWN ON ADJACENT LOTS OR ROAD IS FOR INFORMATION ONLY AND MAY NOT REPRESENT ACTUAL FIELD CONDITIONS.
2. FOUNDATIONS TO BE LAID OUT BY A PROFESSIONAL SURVEYOR
3. EROSION CONTROL MESH, INSTALL ON ALL SLOPES GREATER THAN 3:1. LOAM & SEED AS SOON AS POSSIBLE.

LEGEND

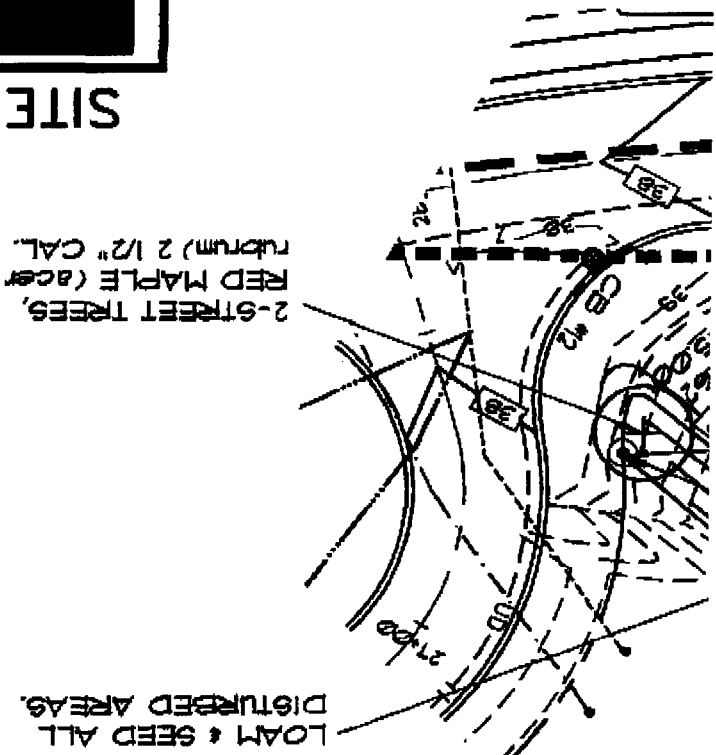
LOT LINES	---
BUILDING SETBACK	---
EXISTING CONTOUR	---
PROPOSED CONTOUR	---
SPOT GRADE	---
WETLAND BOUNDARY	---
SHORELAND ZONE LIMIT	---
EASEMENT	---
BUFFER LINE	---
FLOOD HAZARD LINE	---
STREAM	---
EDGE OF PAVEMENT	---
VERTICAL GRANITE CURB	---
SLOPED BITUMINOUS CURB	---
18" SANITARY SEWER	---
8" SANITARY SEWER	---
1" MANHOLE	---
STORM DRAIN & MANHOLE	---
CATCH BASIN	---
8" WATER LINE	---
HYDRANT	---
UNDERDRAIN	---
FOUNDATION DRAIN	---
SEWER HOUSE SERVICE	---
WATER HOUSE SERVICE	---
BOUND FOUND	---
IRON PIPE FOUND	---
GRANITE MONUMENT SET	---
5/8" IRON PIPE SET	---
PATH OF SURFACE DRAINAGE	---
SILT FENCE	---
NATURAL CONDITION	---
BUFFER ZONE	---

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND

SEP 16 2004

RECEIVED

THOMAS S. GREEN REGISTERED PROFESSIONAL ENGINEER
 STATE OF MAINE



RIVER'S EDGE
RIVER'S EDGE DRIVE

SCALE: 1"=30'

DATE: AUG. 2, 2004

DESIGN BY: TSG

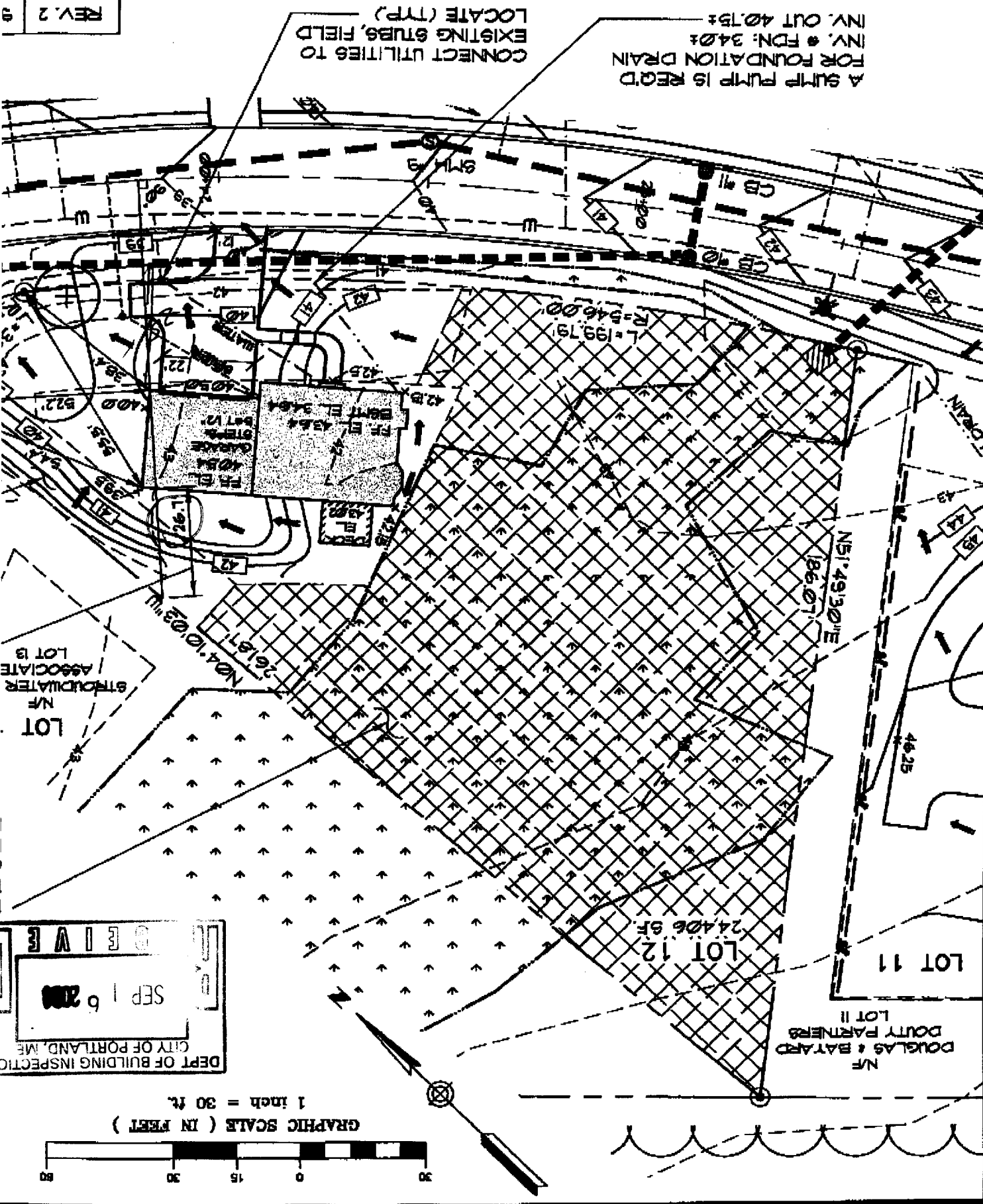
PROJECT: 02110

CONSULTING ENGINEERS, INC.
 PINKHAM & GREER

5/04	ADJUSTED HOUSE LAYOUT
5/04	ADJUSTED HOUSE LAYOUT

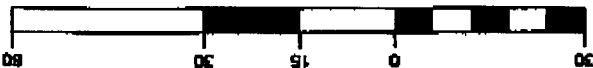
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REV. 1	9
REV. 2	9



DEPT OF BUILDING INSPECTION
CITY OF PORTLAND, ME
SEP 16 2004
RECEIVED

GRAPHIC SCALE (IN FEET)
1 inch = 30 ft.



1113 OF PORTLAND, MAINE

DEVELOPMENT REVIEW APPLICATION

PLANNING DEPARTMENT PROCESSING FORM

Zoning Copy

Marjorie

Stroudwater Farms Assoc

Applicant

91 Johnson Rd, Falmouth, ME 04105

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

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)

2200 Proposed Building square Feet or # of Units

24406 Acreage of Site

Zoning

Check Review Required:

- Site Plan
- Subdivision # of lots
- Flood Hazard
- Zoning Conditional Use (ZBA/PB)
- Zoning Variance
- Shoreland
- Historic Preservation
- DEP Local Certification
- Other

Zoning Approval Status:

- Approved
- Approved w/Conditions See Attached
- Denied
- Approval Date _____
- Approval Expiration _____
- Extension to _____
- Additional Sheets Attached
- Condition Compliance

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

Performance Guarantee Accepted

Inspection Fee Paid

Building Permit Issue

Performance Guarantee Reduced

Temporary Certificate of Occupancy

Final Inspection

Certificate Of Occupancy

Performance Guarantee Released

Defect Guarantee Submitted

Defect Guarantee Released

_____ date

_____ date

_____ date

_____ date

_____ date

_____ date

_____ date

_____ date

_____ submitted date

_____ amount

_____ amount

_____ remaining balance

Conditions (See Attached)

_____ signature

_____ signature

_____ signature

_____ amount

_____ signature

_____ expiration date

_____ expiration date

_____ signature

_____ signature

_____ expiration date

_____ signature

_____ signature

_____ amount

_____ signature

Application I. D. Number

2004-0161

Application Date

8/4/2004

River's Edge

Project Name/Description

Rivers Edge Dr, Portland, Maine

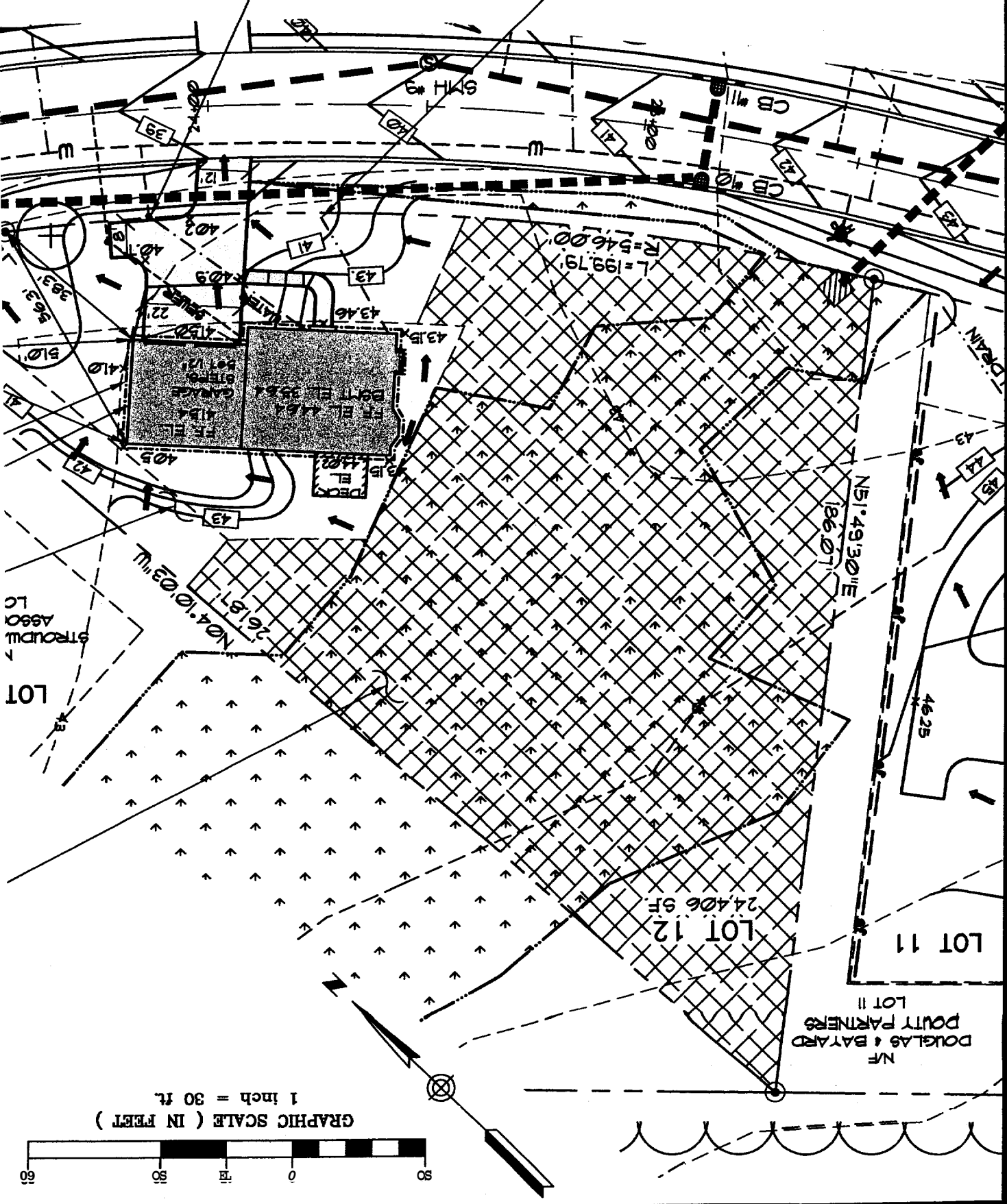
Address of Proposed Site

217 A042001

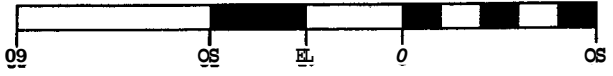
Assessor's Reference: Chart-Block-Lot

A SUMP PUMP IS REQUIRED FOR FOUNDATION DRAIN INV. @ FDN: 35.0' INV. OUT 40.5

CONNECT UTILITIES TO EXISTING STUBS, FIELD LOCATE (TRP)



GRAPHIC SCALE (IN FEET) 1 inch = 30 ft.



ASSIGNMENT AND SALE OF REAL ESTATE

... agreement made and entered into this 2nd day of August, 2003
by and between STROUDWATER FARMS ASSOCIATES, a Maine general partnership,
whose mailing address is 91 Johnson Road, Falmouth, Maine 04105, (the "Seller"), and
Kendy & Walsh (contractors) with a mailing address of 91 Johnson Rd
Falmouth ME 04105 (the "Buyer").

The parties hereto agree as follows:

PREMISES. Subject to Paragraph 4 hereof, Seller agrees to sell and Buyer
agrees to buy certain real estate located in Portland, Cumberland County, Maine in
a development known as River's Edge and more particularly described as Lot
Number 12 on a plan entitled "Final Subdivision Plan, River's Edge, Congress
Street, Portland, Maine Made for Stroudwater Farms Associates" prepared by
Owen Haskell, Inc. dated April 10, 2001 and recorded in the Cumberland County
Registry of Deeds in Plan Book 201, Page 494, together with all appurtenant rights
and easements, hereinafter the "Premises").

2. **PURCHASE PRICE.** Buyer agrees to pay for the Premises the sum of
One Hundred Ten Thousand -00/100 (\$ 110,000.00)
(the "Purchase Price"), payable as follows:

i. Earnest Money Deposit. - 0 - and 00/100 Dollars and
(\$ - 0 -) as an earnest money deposit at the time of the
execution of this Agreement (the "Deposit"). The Deposit shall be held by the
Seller, in a non-segregated account and without interest, and shall be credited
towards the Purchase Price if and when there is a closing and otherwise
pursuant to this Agreement.

b. Balance of Purchase Price at Closing. The balance of the Purchase Price,
One Hundred Ten Thousand and 00/100 Dollars (\$ 110,000.00),
as adjusted pursuant to paragraph 6 below, shall be paid by immediately
available funds at the time of the closing.

3. **TITLE.** Seller shall convey the Premises to Buyer at Closing in fee simple with good
and marketable title in accordance with the standards of the Maine Bar
Association, free and clear of all liens but subject to easements, privileges,
restrictions and agreements of record. If Seller is unable to convey title as aforesaid,
Seller shall be given a reasonable time period in which to remedy any title defects.
If such defects cannot be corrected or remedied, or if Seller elects in Seller's
discretion not to remedy the same, then the Deposit shall be returned to Buyer and
this Agreement, and Seller's and Buyer's obligations to each other hereunder will
terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects
as may exist without a reduction in the Purchase Price.

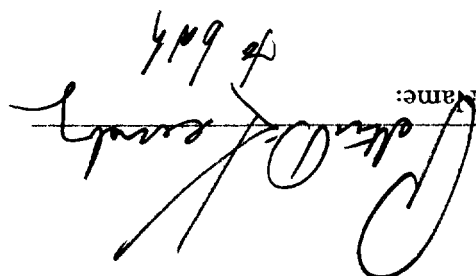
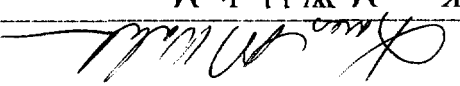
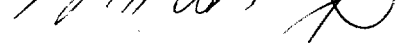
4. **CLOSING.** The closing of this transaction shall take place on or before March 30, 2005, at the offices of Cumberland Title or at such time and place as Seller and Buyer shall mutually agree upon in writing. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the Purchase Price, a Warranty Deed to the Premises. The acceptance of the deed by the Buyer at closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of the Seller, except as expressly set forth in such deed. The parties agree that none of the statements contained in this Agreement are collateral agreements.
5. **POSSESSION.** Seller shall deliver possession of the Premises of Buyer free and clear of all leases, tenancies and occupancies by any person.
6. **ADJUSTMENT, PRO-RATION AND CLOSING COSTS.**
- a. Real estate taxes and assessments shall be pro-rated as of the Closing on the basis of the latest available tax bill.
- b. The Maine Real estate Transfer Tax shall be paid one-half by each of Seller and Buyer. The recording fee for the deed will be paid by the Buyer.
- c. The Buyer shall pay to the Seller an amount equal to One-sixth (1/6th) the estimated annual common expense charges for the Premises, and Seller shall contribute such payment for the Buyer to a working capital fund established by the Seller as a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance. Such payment to the working capital fund shall not be treated as a prepayment of monthly common expenses assessments.
7. **DEFAULT AND REMEDIES.** In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's remedies shall be either (i) retention of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii) recourse to all available legal and equitable remedies. Upon retention of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder.
- In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer's exclusive remedies shall be either (i) return of the Deposit as full and complete liquidated damages in lieu of any other remedy or (ii) specific performance of this Agreement. Upon return of the Deposit as set forth in this paragraph, this agreement will terminate and neither party will be under any further obligation hereunder.

8. GENERAL PROVISIONS. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given of the date of service if served personally on the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail, postage prepaid, certified, return receipt requested, addresses as provided in the prefatory paragraph of this Agreement.

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. The rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller.

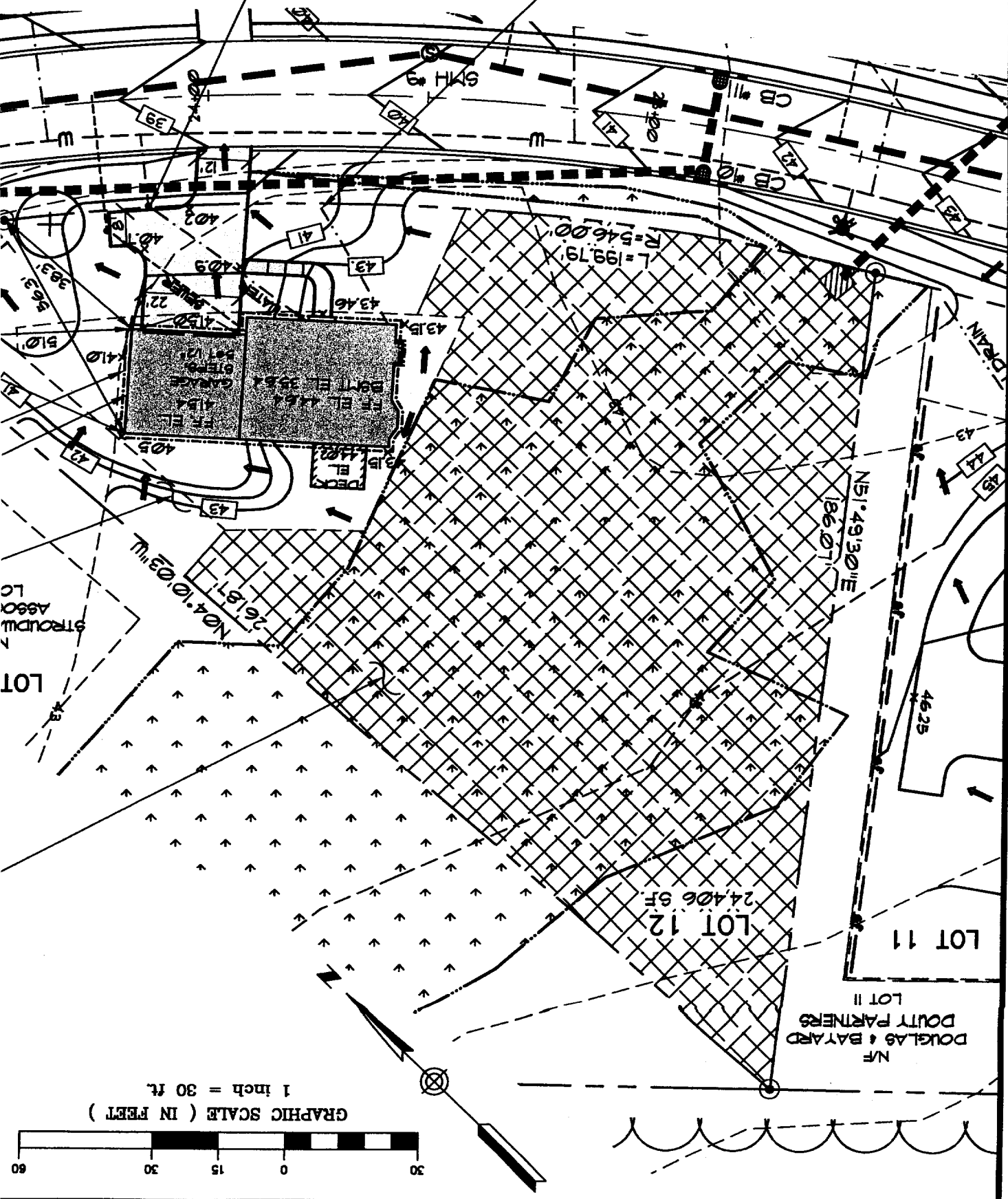
Seller and Buyer represent and warrant to each other that neither party has engaged in the services of any real estate broker with respect to this transaction except for _____/n/a whose commission shall be paid by _____/n/a. This Agreement constitutes the entire Agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Seller and Buyer except as expressly contained in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. If any provision of this Agreement is to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:  Name: Karen M. Walsh, Its Manager
 Seller: Stroudwater Farms Associates
 By: Stroudwater Farms Development, LLC
 Its Partner, 
 Karen M. Walsh, Its Manager
 Seller Tax ID# 01-0433631
 Buyer: Kennedy Walsh Soc. Sec. # _____ Name: _____

 Buyer: Kennedy Walsh Soc. Sec. # _____ Name: _____
 _____ Soc. Sec. # _____ Name: _____

A SUMP PUMP IS REQUIRED FOR FOUNDATION DRAIN INV. @ FDN: 35.0± INV. OUT 40.5

CONNECT UTILITIES TO EXISTING STUBS, FIELD LOCATE (TYP)



GRAPHIC SCALE (IN FEET)

1 inch = 30 ft

