Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

PHILDING WERECTION

Permit Number: 060792 PERM Attached Blue Horse Properties. LLC e Horse Enterprises, LLC This is to certify that_ PERMIT ISSUED build a new 24' x 32' Single ily Hon has permission to 294 C062001 AT OBEAUMONT ST lepting this permit|shall compi∮ivith|a∷ provided that the person or persons rm or lion a Namees of the City of Portland regulat of the provisions of the Statutes of ine and or the uctures, and of the applicati e of buildings and the construction, maintenance and this department. ificatio on mus f inspe Apply to Public Works for street line n and v en perm on proc A certificate of occupancy must be and grade if nature of work requires lding or rt there procured by owner before this buildre this ing or part thereof is occupied. such information. osed-in ed or UR NO CQUIRED. OTHER REQUIRED APPROVALS 1/24/06 Fire Dept. Health Dept. Appeal Board_ Other _ Director - Building & Inspection Services Department Name

PENALTY FOR REMOVING THIS CARD

City of Portland, Main	9	* *	1	Permit No:	Issue Date:	CBL:
389 Congress Street, 0410		3, Fax: (207) 874-8		06-0792	<u> </u>	294 C062001
Location of Construction: 0 BEAUMONT ST	Owner Name:			er Address:	DEDMIT	ICCLIED.
Business Name:	Blue Horse Pr			Box 6668	PERMIT	
business Name.		eterprises, LLC		tractor Address:	alacuth	Phone 2079201050
Lessee/Buyer's Name	Phone:	iterprises, LLC	Pern). Box 66687 Fa	UL 2	207838105)
	1		1	ngle Family	1	R3
Past Use:	Proposed Use:				COUTY COLE D	
Vacant Land	1 -	Home/ build a new		\$1,176.00	ר אשייויזושי <u>1100.000.0</u> 0	ORTEAND:
		e Family Home	FIR	E DEPT:	Inc	DECTION
			ļ	^	Denied Use	: Group: <i>R-3</i> Type: <i>51</i> 3
				' 	Denied	FECTION: Group: R-3 Type: SB IRC, 2003
			ļ.	1//1	4	IRC, 2003
Proposed Project Description:				\mathcal{N}/\mathcal{I}		
build a new 24' x 32' Single	Family Home			ature:		nature:
			PED	ESTRIAN ACTIV	ITIES DISTRIC	T (P.A.D.)
			Acti	on. Approve	d Approved	w/Conditions Denied
			Sign	nature:		Date:
'ermit Taken By:	Date Applied For:				Approval	
ldobson	05/26/2006			Zomig	approvar	
1. This permit application	does not preclude the	Special Zone or Ro	eviews	Zoning	g Appeal	Historic Preservation
Applicant(s) from meeti Federal Rules.	ng applicable State and	Shoreland W/A		☐ Variance		Not in District or Landmark
2. Building permits do not septic or electrical work		Wetland W/A		Miscellan	eous	Does Not Require Review
3. Building permits are voi within six (6) months of		Flood Zone	nex	Condition	al Use	Requires Review
False information may in permit and stop all work	_	Subdivision		Interpreta	tion	Approved
		Site Plan 2006 - 010	3	Approved		Approved w/Conditions
				Denied		Denied
		ornloadin	Ars			ten
		Maj	tou	late:		Date:
I hereby certify that I am the of I have been authorized by the jurisdiction. In addition, if a shall have the authority to ent such permit.	owner to make this applermit for work describe	cation as his authorid in the application i	t the pro zed ages s issued	nt and I agree to , I certify that th	o conform to all ne code official	l applicable laws of this 's authorized representative
SIGNATURE OF APPLICANT		ADDR	ESS		DATE	PHONE
RESPONSIBLE PERSON IN CHA	RGE OF WORK, TITLE				DATE	PHONE

Ci	ty of Portland, Maine - Buil	ding or Use Permi	t		Permit No:	Date Applied For:	CBL:
389	9 Congress Street, 04101 Tel: (2	207) 874-8703, Fax: ((207) 87	4-8716	06-0792	05/26/2006	294 C062001
Loc	ation of Construction:	Owner Name:		[0	Owner Address:		Phone:
0 I	BEAUMONT ST	Blue Horse Properties	, LLC		PO Box 66687		
Bus	iness Name:	Contractor Name:		(Contractor Address:		Phone
		Blue Horse Enterprise	s, LLC		P.O. Box 66687 Fa	lmouth	(207) 838-1050
Les	see/Buyer's Name	Phone:		I	Permit Type:		
				<u> </u>	Single Family		
				_	d Project Description:		
				build a	new 24' x 32' Sing	le Family Home	
D	ept: Zoning Status: A	pproved with Condition	s Rev	iewer:	Ann Machado	Approval D	
N	ote:						Ok to Issue:
1)	Separate permits shall be required	for future decks, sheds,	, pools, ar	nd/or ga	rages.		
2)	This permit is being approved on twork.	the basis of plans submi	tted. Any	y deviat	ions shall require a	separate approval b	efore starting that
3)	This property shall be a single fam approval.	nily dwelling. Any chang	ge of use	shall re	quire a separate per	mit application for	review and
4)	This permit is being issued with the railing across the sliding doors.	e understanding that the	ere is no i	rear dec	k. The contractors	will either put steps	to grade or put a
D	ept: Building Status: A	pproved with Condition	s Rev	iewer:	Tammy Munson	Approval D	ate: 0712412006
N	ote:					Commission of the Commission o	Ok to Issue:
1)	As discussed, hardwired interconn	ected battery backup sn	noke dete	ctors sh	all be installed in a	I bedrooms protect	ing the bedrooms,
,	and on every level.	, 1				d a commence of the series, of promoting your field makes the selection	
2)	The rear deck is NOT approved.				1 1	2 4 2006	
3)	Separate permits are required for a	any electrical, plumbing	, or heatii	ng.		- T 20:-3	
4)	Permit approved based on the plan noted on plans.	as submitted and review	ed w/own	ner/cont	ractor, pittradelition	phinformation as a	greed on and as
5)	A copy of the enclosed chimney de Certificate of Occupancy.	isclosure must be submi	itted to th	is office	e upon completion of	of the permitted wor	k or for the
6)	The basement is NOT approved as	s habitable space.					
ĺ	There must be a 2" clearance main level		·	•			•
D	ept: DRC Status: A	pproved with Condition	s Rev	iewer:	Jay Reynolds	Approval D	ate: 0612212006
N	ote:						Ok to Issue:
1)	Two (2) City of Portland approved Occupancy.	l species and size trees i	must be p	lanted o	on your street fronta	ge prior to issuance	of a Certificate of
2)	All damage to sidewalk, curb, streecertificate of occupancy.	et, or public utilities sha	ıll be repa	aired to	City of Portland sta	andards prior to issu	ance of a
3)	A sewer permit is required for you section of Public Works must be n						
4)	The Development Review Coordin necessary due to field conditions.						

5) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

Location of Construction:	Owner Name:		Owner Address:	Phone:
0 BEAUMONT ST	Blue Horse Properties	, LLC	PO Box 66687	
Business Name:	Contractor Name: Co		Contractor Address:	Phone
	Blue Horse Enterprises, LLC		P.O. Box 66687 Falmouth	(207)838-1050
Lessee/Buyer's Name	Phone:		Permit Type:	•
			Single Family	

Dept:	Planning	Status: Not Applicable	Reviewer: Jay Reynolds	Approval Date:	0612212006
Note:				Ok to	Issue:

@ Beaumont St.

274-0-62

Erise (888-1650

Dimensions and Spacing (Table R802.4(1) and R802.4(2))	Dimensions and Spacing (Ta e R502.3.1(1) & Table R502.3.1(2))	Pirst Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	Dimensions	Built-Up Wood Center Girder Dimension/Type	1	Anchor Bolts/Straps, spacing (Section R403.1.6)	Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	STRUCTURAL,	ONE AND TWO FAMILY Soil type/Presumptive Load Value (Table R401.4.1)
2x6-16'0c	2×8-16'00- 17'5Pin	2×8-16°00-12'span	2x6 27	Shar - OK Mings	-7×10 - 5/1"	"K" bolts-L'oc		4" Afabric - damp praise-	8×16" Froting -7-10	Submitted Plan	PLAN REVIEW
								Mo	il	Findings Revisions Date	CHECKLIST

D6-0782

Header Schedule (Section 502.5(1) & (2) Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U- Factor Fenestration	Safety Glazing (Section R308) Attic Access (Section R807)	Emergency Escape and Rescue Openings (Section R310) Roof Covering (Chapter 9)	(Section R309) Living Space? (Above or beside) Fire separation (Section R309.2) Opening Protection (Section R309.1)	(Table R503.2.1.1(1) Fastener Schedule (Table R602.3(1) & (2) Private Garage	Pitch, Span, Spacing& Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1) Sheathing; Floor, Wall and roof
pp. 10) (s of pe, U-		cue Openings	R309.2)	le R602.3(1) & (2)) \mathcal{P}_{r}	Dimension (Table (8)) Connections (Section (2))
Shows 2" Charance- 3-2x6's - 36" Max span 3-2x6's - 57" Max span 3-2x6's - 57" Max span 2cot walls of there	100	labeled on pu		1 the med 3/4"	18 - 11" oc
- week diaffstyp		in-0/C		Maxim	

06-0792

of Stairs - precast ?-US	N. C.
Leck not appored - societ grand	Deck Construction (Section R502.2.1) Per
	Dwelling Unit Separation (Section R317) and IBC – 2003 (Section 1207)
	Pireblocking (Section R502.12) and Fireblocking (Section (R602.8)
ted - OK	Smoke Detectors (Section R313) Location and type/Interconnected
detail for extenor	Section R312 & R311.5.6 - R311.5.6.3)
	Headroom (Section R311.5.2) Shows 6'-S
	Width (Section R311.5.1) 36" Finished - O,
le - exterior of 7-1/15	Treads and Risers Shows 10"7 on install (Section R311.5.3)
	Exterior 2
	Interior /
	Number of Stairways 3
	Means of Egress (Sec R311 & R312) Basement /
w/ Borled	Type of Heating System

Tommy

Thank you for your time this morning.

Fer your request I have included the following

infancation.

1. Energy Efficiency

R. Factors Walls - R-19 see notes on Pland

ROOF R38 highlighted

Floors R19

U Factor Window U-.33 (See insent)

2. Headons 3-2×6's - 36" max span 3-2×8's - 57" max span

- 3. Treado: Resero: The exterior treado and resero well be the same as interior 14 10" Treado: 734" Resero
- 4. Deck Construction See 42" Good of Ballisters 4" CIR
- 5. Guardrails + Handrails Extenor -42" Guard W7 Ballusters 4" Clearance opening max



PARADIGM

Window Solutions

SINGLE HUNG

8381 NFRC PWS-A-002 VINYL • LOW-E DOUBLE GLAZED

CERTIFIED

ENERGY Performance

- Energy savings will depend on your specific climate, house and lifestyle
- For more information, CALL1-877-994-6369 or visit NFRC's web site at www.nfrc.org.

	Technical Information							
Res	U-Factor .33	Scier Heat Gain Coefficient .34	Visible Light Transmittance	.58				
Non- Res	.34	.34		.58				

General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any

Location/Address of Construction: O Be	caumont Street	
Total Square Footage of Proposed Structure	Square Footage of Lot	
1400 SgF4 +/-	8,541	
l'ax Assessor's Chart, Block & Lot Chart# Block# Lot#	Owner: David E. Smith	Telephone: 5.2 McCallon
294 C Part 0163;	James C. McCallun	207-775-4224
essee/Buyer's Name (If Applicable)	Applicant name, address & telephone: Blue Horse Roperties, U	Cost Of Work: \$ 120,000
Blue Horse Properties, UC	PO BOX 66687 Falmosti, me orios	Fee: \$1,401.00
	207-838-1050	C of O Fee: \$
Construct 3 BV	S IBU SUX35 cape and	e Family 300 S
Construct 3 BI	s 184 sitx3s cohe and	Se Across 200 2
Contractor's name, address & telephone: Ells Who should we contact when the permit is read	se Kiely; Blue Horse Enderf	75 C
Project description: Construct 3 BC Contractor's name, address & telephone: Elic Who should we contact when the permit is read Mailing address: Please submit all of the information out Failure to do so will result in the automation or to be sure the City fully understands the ful request additional information prior to the issuance	se Kiely; Blue Hosse Enterp dy: Zisse Kiely Phone: 838-1050 clined in the Commercial Application atic denial of your permit.	75 Conses, UC PO Box 66687 Falmorth, ME O4105 Checklist.

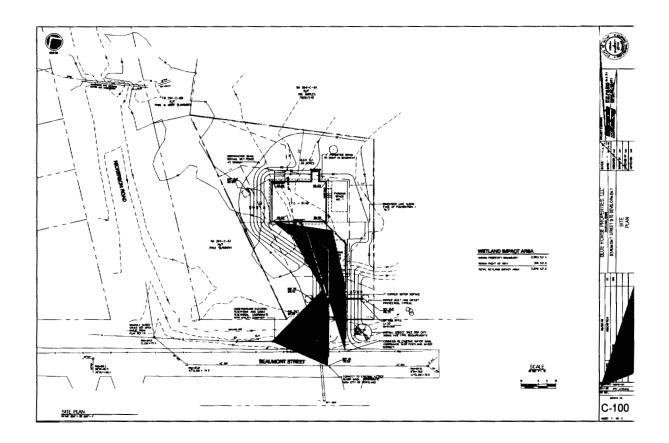
Signature of applicant: This is not a permit; you may not commence ANY work until the permit is issued.

Date: 6/19/06 Applicant: Blackorse Properties LLC Address: O Beaument Ac.
(are lot Northeast of corner of C-B-L: 294-C-62 pernit # - 01-0792 Bennot : Nick CHECK-LIST AGAINST ZONING ORDINANCE Date -Zone Location - 23 Interior)or corner lot = Proposed UserWork - build new sing to family - 32/x24 - 2 story Servage Disposal - C. by Lot Street Frontage - 50 min - 50' scaled Front Yard - 25 min - 50.5's cold. Rear Yard = 25'min 27' to hown - 22' builtherd - ok section 14-425 Side Yard- 15 sby 8 min - 24' scaled beside entry on right.

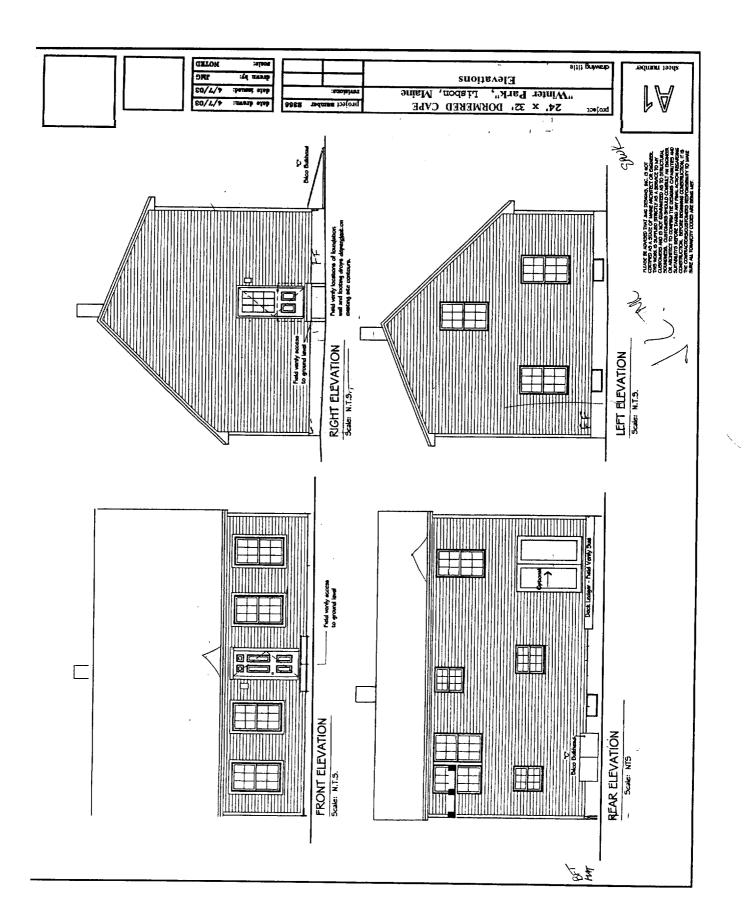
2 " 14'min - 17.75 b bour on 16th Projections - bulthead 5'x6', cear entry 6'x1', frat entry 3'x1', 3'x5'site aby Width of Lot - 65'min - 715 scald Height - 35 max - 21 scaled. Lot Area - 6,500 th min. -8541 given Lot Coverage Impervious Surface - 35% = 6989.35\$ Area per Family - 6, 500 dr Off-street Parking - 2 spaces sequired - 2 spaces show Loading Bays - N/A Site Plan - minor minor 2006-0103 Shoreland Zoning/Stream Protection -Flood Plains - part 7 - rome X.

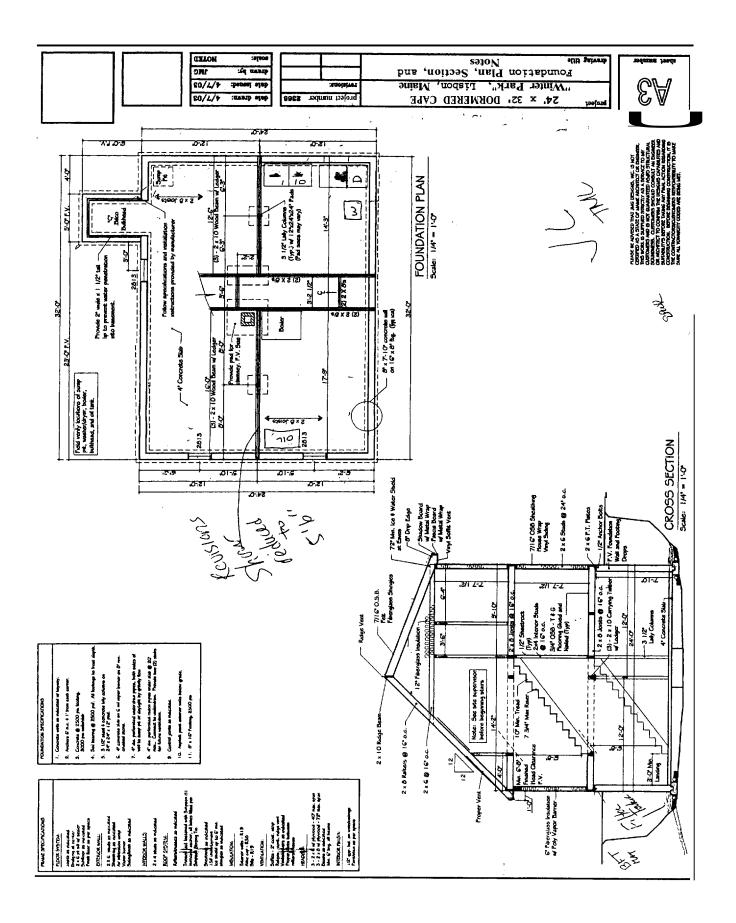
no reardick@ this time either steps or vailing across slides

no day light basement.









Ploor Plans and Door Schedule "Winter Park", Lisbon, Maine Solvie invest. 4/7/03 8863 Tedama Jaelon 54. X 35. DOKWEKED CVLE SECOND FLOOR PLAN 7 FIRST FLOOR PLAN 3 3236 1/2 1/2 0 3-10 DINING ROOM 0.9 F.V. Field verify window location based on latchen year provi by others. ₹ held venity access to ground level 24.47 10-11 F.V. 3660 LIVING ROOM 4:11 BEDROOM #2 BREAKFAST BEDICOOM #1 5-2"FV 2.5 15:रद क्रा 7. 4-0 x G-6" Interior Bifold 3. G-O'x G-8' Studen Entry (Optional) 6. 1'-2' x 6-6" intenor 5. 2'4' x 6'-6' Intenor DOOR SCHEDULE

1. 2-8" x G-8" Entry 2. 3-0'x 6-8' Entry 4. 2'-5' x 6'-6' Inteno





CITY OF PORTLAND, MAINE DEVELOPMENT REVIEW APPLICATION

	PLANNIN	G DEPARTMENT PROCESSING FORM	2006-0103 Application I. D. Number
		Zoning Copy	
Smith David E &		Marge Schmuckal	5/26/2006
Applicant			Application Date
15 Bartlett St , Portland, ME 04103			Single Family Home
Applicant's Mailing Address			Project Name/Description
Elise Kiely		Beaumont St, Portland, Mair	ne
Consultant/Agent		Address of Proposed Site	
- <u></u>	Agent Fax:	294 C062001	N
Applicant or Agent Daytime Telephor		Assessor's Reference: Chart-E	
Proposed Development (check all that	at apply): New Buildin	ng Building Addition Change Of Use	Residential Office Retail
Manufacturing Warehouse	/Distribution 🔲 Parkin	g Lot Other	(specify)
		8541	
Proposed Building square Feet or # o	of Units	Acreage of Site	Zoning
Check Review Required:			
☐ Site Plan	Subdivision		14-403 Streets Review
(major/minor)	# of lots		
Flood Hazard	Shoreland	☐ HistoricPreservation	DEP Local Certification
Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other
	50.00 Subdivision	Engineer Review \$250	0.00 Date 5/26/2006
Zoning Approval Status		Reviewer	
_omig / pp. ova. otatat		·	
Approved	Approved w/Cond See Attached	ditions Denied	
Approval Date	Approval Expiration	Extension to	Additional Sheets
Condition Compliance			Attached
	signature	date	
Performance Guarantee	Required*	Not Required	
No building permit may be issued up	ntil a performance guaran	tee has been submitted as indicated below	
☐ Performance Guarantee Accepte	d		
	date	amount	expiration date
Inspection Fee Paid			
	date	amount	
Building Permit Issue			
	date		
Performance Guarantee Reduced	İ		
_	date	remaining balance	signature
Temporary Certificate of Occupar	ncy	Conditions (See Attached)	
	date		expiration date
Final Inspection			
	date	signature	
Certificate Of Occupancy		-	
	date		
Performance Guarantee Release			
	date	signature	
Defect Guarantee Submitted	dato	Signataro	
Defect Guarantee Submitted	submitted	date amount	expiration date
Defect Cuerontes Delected	Sabinitied	anount	onpiration date
Defect Guarantee Released			

date

signature

From: Jay Reynolds

To: Single Family Signoff Date: 6/22/2006 9:30:56 AM

Subject: 0 Beaumont Street, CBL294C062

Approvals with conditions have been entered in urban insight for this application.

Jay Reynolds
Development Review Coordinator
City of Portland Planning Division
(207) 874-8632
jayjr@portlandmaine.gov

DIRECTIONS

2078226303

CONTACT ID

P.02

4711

Forest Avenue west to Avolon Street take left, turn right on Dorthy, turn

BUREAU OF LAND AND WATER OUALITY FIELD DETERMINATION FORM

right onto Beaumont Street.

CONTACT

NEIL KILEY

P.O. BOX 66687

FALMOUTH

ME 04105

2076717336

PROPERTY OWNER

KILEY, NEIL

P.O. BOX 66687

FALMOUTH

ME

04105

STAFF

KALINICH, JEFFREY

RESOURCE FW

SITE TOWN **PORTLAND**

MAP

LOT

294

62,63

MEMO

Jeff Kalinich visited the site with Neil Kiley for a stream determination. The resource in question is not a stream as defined by the Natural Resources Protection Act (NRPA). The lots do contain freshwater wetlands protected by the NRPA. Filling over 4,300 square feet of these wetlands will require a NRPA permit.

Erosion control devices must be installed and maintained on the project site during any soil disturbance activity. A Maine Construction General Permit "NOI" and "NOT" must be filed with the Department if more than 1 acre of area is going to be disturbed on the project site at any given time during construction.

NAME:

RECEIVED

SITE VISIT

Kal

3/28/2006

COMPLETED

4/5/2006

Blue Horse Properties, LLC PO Box 66687 Falmouth, Maine 04105 (207)838-1050 (207)781-7726 (facsimile)

May 24,2006

Ms. Marge Schmuckal Zoning Administrator Planning and Development Department 389 Congress Street; Room 308 Portland, Maine 04101

Dear Marge:

Attached, please find our building permit application for the lot we discussed on Beaumont Street. As you can see from the attached purchase and sale agreements, we have the two lots we discussed (Map 294 Chart C Lots 62-63) under contract to purchase. We also have a purchase and sale agreement with the owner of Lot 61 for a property exchange, whereby we will give the abutter 10' (ten feet) of frontage on Beaumont in exchange for land that will afford us enough width to satisfy the 65' (sixty-fivefoot) width requirement for the R3 zone. The attached survey shows the proposed new property lines after the property exchange is completed.

However, a threshold issue is whether Beaumont Street is "permanently paved" such that it satisfies the street frontage requirement. As you may remember, we discussed this issue with you and as the attached photos indicate, Beaumont Street clearly is paved. However, in an attempt to confirm the fact as part of our due diligence, I spoke to Jay Reynolds who referred me to Sarah Hopkins who referred me to Eric Labelle who referred me back to you.

At this point, we have to move forward with closing on the properties, so we would appreciate it if you could let us know at your earliest convenience once a determination has been made on the "permanently paved" issue.

In addition to all of the other required parts of the application, please also find a copy of a letter from the DEP confirming that the area does not constitute a "stream" and that we are authorized to fill up to 4300 square feet.

If you have any questions, please call me at 838-1050 α e-mail me at Ekiely1@maine.rr.com.

Thank you for all your help.

Sincerely,

Elise Kiely

PAGE 02/07

PURCHASE AND SALE AGREEMENT - LAND ONLY

april 20 .2006	Bffective	Date
ADT 7.5 50	Refrective Date is defined in Paragraph 20 of this Agreement.	
	Supposed SSA	
1. PARTIES: This Agreement is made between Blue Hors	("Buye	pr") and
		Sciler")
THE COUNTY Subject to the terms and conditions here	mafter set forth, Seller agrees to sell and Buyer agrees to buy	
pert of; if "part of" see para. 22 for explanation) the propert County of, State of Maine, i	y situated in municipality of Portland	
County of Comber land, State of Maine, I	ds Book(s) See para 22 , Page(s)	and
described in deed(s) recorded at said County's Registry of Dee	15 BOOK(8) and para. 45 , Page(5)	
I. PURCHASE PRICE: Por such Deed and conveyance Buyer	agrees to pay the total purchase price of \$	M/A
Buyer has made; or will make within #/A busine	ss days of the date of this offer, a deposit of earnest money in the	amoun
. If said deposit is to be made after	er the submission of this offer and is not made by the above deadi n reliance on the deposit being made will not result in a hinding o	ine, this
Buyer agrees that an additional deposit of earnest money in the	smount of \$ 1/A Will	be paid
m/a Failure by Buyer to make thi	s additional deposit in compilance with the above terms shall con	stitute s
•	price shall be paid by a certified or cashier's check upon deliver	y of the
Deed.		
This Purchase and Sale Agreement is subject to the following of	onditions:	
. EARNEST MONEY/ACCEPTANCE:	16/A ("Agency") sh	
aid earnest money and act as escrow agent until closing; this o	offer shall be valid until April 21, 2005	_ (date)
12:00 AM AM PM; and, in the C	went of non-acceptance, this carnest money shall be returned polewealt by virtue of acting as escrow agent, Agency shall be on	rompuy titled to
ocover reasonable attorney's fees and costs which shall be asset	assed as court costs in favor of the prevailing party.	miles in
3, TITLE AND CLOSING: A deed, conveying good and m	archantable title in accordance with the Standards of Title adopted transaction shall be closed and Buyer shall pay the balance of	plod by
ne mains har Association shall be delivered to buyer and the xecute all necessary names on	(closing date) or before, if agreed in writing by both pa	rties, I
eller is unable to convey in accordance with the provisions	of this paragraph, then Seller shall have a reasonable time period	i, not to
xered 30 days, from the time Seller is notified of the defect, u	nless otherwise agreed to in writing by both Buyer and Seller, to	remedy
he title. Selier hereby agrees to make a good-faith effort to ce	tre any title defect during such period. If, at the later of the closi od, Seller is unable to remedy the title, Buyer may close and acc	ng cak rest the
et forth above or the expiration of such reasonable time paid	bill and void in which case the parties shall be relieved of any	Furthe
obligations hereunder and any earnest money shall be returned	to the Buyer.	
•		
5. DEED: The property shall be conveyed by a	Warranty deed, and shall be free and clea	र शिक्षा fect the
moumbrances except covenants, conditions, cases temps and the mountains of the mountains as a benefit of the comments.	estactions of record which do not materially and adversely aff	14-00-0110
Procession of memises shall be given to Bu	yer immediately at closing unless otherwise agreed in writing.	
		Buver
RISK OF LOSS: Until the closing, the fish of loss of daily	nage to said premises by fire or otherwise, is assumed by Seller, for to closing for the purpose of determining that the premises	s are in
ubstantially the same condition as on the date of this Agreeme	nt.	
		(other)
PRORATIONS: The following nems, where applicable, s	hall be prorated as of the date of closing, rent, association fees, taxes shall be prorated as of the date of closing (based on numical	pality's
tent word. Seller is recoverable for any propert taxes for price	or years. If the amount of said taxes is not known at the time of o	closing
have almit his appropriated on the basis of the trace assessed to	If the preceding year with a reapportionment as soon as the new	THY LAN
	survive closing. Buyer and Seller will each pay their transfer	, wan de
equired by State of Maine.	Soller(s) Initials	
	The same of the sa	
Foreside Realty 202 US Rente 1. Falmouth ME 04105	P&S S	Kavinaky

0 Fax: (207) 761-7720 tiller Kiely Produced with ZipForm™ by RS FormsNet, LLC 18025 Fifteen Mile Road, Climbri Township, Michigan 48085 <u>1886 Abdom, ann</u>

04/20/2005 21:11

2077817726

PAGE 03/07

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

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

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

	NO E	COMPLETION		
	3			
	3			
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Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement nell and void by notifying Seller in writing within the specified number of days, and any carnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue romedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an impaction is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above. Buyer is relying completely upon Buyer's garn opinion as to the capdision of the property.

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

Soller(a) Initials

84/20/2006 2	2077817726				PAGE 04/8
12. FINANCING: 1	This Agreement [is 2 is next is subject to Buyer obe	enning a m ija .	MAII DI	% of the purchs	se price, at at
interest rate	not to exceed soliter with letter from the loan revide Seller with loan revide Seller with such letter	s. % and amoruvo		m/A years, on and, subject to the Date of the Agree Agreement and the	verification of ment. If Buye carnest mene
shall be retu c. Buyer to po within commitment	imed to Bayer.	mmitment letter from teners of the Effective Date of the Effective Date of the period, Seller may deliver the pulses Buyer delivers	fer showing that Buyer is he Agreement, if Buyer is notice to Buyer that the the loss commitment let	has secured the loss ails to provide Sellet is Agreement is ter mer before the end of	n commitment with this lost minated threa f the three-day
Buyer, d. Buyer herei	by suthorizes, instructs and	directs its lender to comm	unicate the status of the B	luyer's loan applicati	ion to Seller o
to proceed	(c) are met. Buyer is oblight under the terms of the firm when from the lander shall be	ncing. Any tanune ny bu e a default under this Agro	yer to nouty seller with smeth	it two marriess day	s on receipt of
Buyor agror	es to pay no more than	A points. Seller agrees to	pay up to a m/a		toward Buyer
g. Buyer's abi h. Buyer may shall no lon	lity to obtain financing	is (2) is not subject to the f i of obtaining financing. It and Sciller's right to termin	are of another property. S I so, buyer shall notify so late pursuant to the provis	ice acceptoum relief in writing and i sions of paragraph 1.5	
13. AGENCY DISCL	OSURE: Buyer and Seller		en advised of the following is a	Seller Agent 🔲 B	luyar Agent
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Lice		Agency	is a	Seller Agent	hryer Agent Fransaction Broke
hereby consent to the Agency Consent Agreement		n, the Buyer and Sciler 2	cknowledge prior receipt	and signing of a L	Asciosed Day
addressed in this Ag Buyer and Seller are mediation, then that i	Except as provided below, recement shall be submitted bound to mediate in good party will be liable for the old to go to mediation loses has subject to the jurisdiction	to medianon in accordant faith and pay their respon other party's legal fees in a in that subsequent litication	tive mediation fees. If a my subsequent litigation room. This clause shall survival	party does not agre egarding that same a rive the closing of the	e first to go to matter in which
termination of this A	ne event of default by the B greement and forfeiture by emedics, including without row agent has the option to	Buyer of the curnest mone limitation, termination of	y. In the event of a defau this Agreement and retu	It by Seller, Buyer n m to Buver of the c	nay employ al zamest money
	MENTS: Any representation the obligations of the partie		ents are not valid unless	contained herein. T	his Agreemen
17. HEIRS/ASSIGN of the Seller and the I	S: This Agreement shall exussigns of the Buyer.	tend to and be obligatory t	opon heirs, personal repre	scutatives, successor	rs, and assign
18. COUNTERPAR' same binding effect a	IS: This Agreement may s if the signatures were on o	be signed on any number one instrument. Original or	of identical counterpart faxed signatures are bind	s, such as a faxed o	opy, with the
19. ADDENDA:	Yes Explain: Exhibit 2	and Exhibit B		No	
providing the required be effective upon con and when that fact he expressly set forth to Effective Date as not Eastern Time on the le		documentation to the party writing. This Agreement ent is authorized to comple (date)" or "within ment, beginning with the	or their agent. Withdraw is a binding contract who we bifective Date on Pag days" shall refer to cale first day after the bifect	als of offers and count signed by both Buge I of this Agreement and ardays being continue Date and ending	interoffers will tyer and Selle ent. Except as unted from the g at 5:00 p.m.
transaction necessary	JTY: Buyer and Seller at ormation herein to the agen for the purpose of closing ment to release a copy of the	us, automeys, ichoers, appi this transaction. Rover and	alsers, inspectors, investi Solier authorize the land	igators and others in	volved in the
2006 Produced with Z	Page 3 of 4 - P&S. PForm™ by HE Formanier, LLC rec	LO Buyer(s) Initials 2005 Filteen Mile Road, Clinton Tow	Seller(s) Initials	; ? #am.com	P&S Stavinsky.

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PAGE 05/07

22. OTHER CONDITIONS: 1. Elise Riely is a licensed real estate agent and a principal in Blue Horse Properties, LLC.

See Skhibit A and B, incorporated herein.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine. Selier acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Soller. Ruyer's Mailing address is DO Box 66687 , Falmouth, MR 04105 20 DATE BUYER 111 Blue Morse Propert Seller ascepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. Zafrytown, MY address is 27 Dison Street Selicr's Mailing Ø RAW. SFILER SELLER COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions: The parties acknowledge that until signed by Boyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) AM ____PML DATE DATE SELLER SELLER The Buyer hereby accepts the counter offer set forth above. BUYER DATE BUYER DATE



BUYER

BUYER

Maine Association of REALTORS@/Copyright © 2006

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

All Rights Reserved.

Page 4 of 4 - P&S-LO

SELLER.

SELLER

Produced with ZipForm™ by RE PormoNet, LLC 18025 Pitheen Mile Read, Clinton Township, Michigan 48055 19900 ZipRom.com

DATE

DATE



DATE

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DATE

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PAGE 06/07

Exhibit A Purchase and Sale 0 Nickerson

- 1. Seller agrees to convey to Buyer a portion of Lot 61 on the 2006 City of Portland Tax Assessor Map 294. Lot 61 is the same property enumerated as Lot 7 of the Frost Villa Sites subdivision recorded in the Cumberland County Registry of Deeds, Plan Book 14, page 295 and is the same property conveyed to Seller from the City of Portland, recorded on September 2, 1986 in the Cumberland County Registry of Deeds, Book 7352, page 325.
- Buyer agrees to convey to Seller ten (10') feet of frontage on Beaumont Street of Lot 62 on the 2006 City of Portland Tex Assessor Map 294, being the same property enumerated as Lot 8 of the Frost Villa Sites subdivision recorded in the Cumberland County Registry of Deeds, Plan Book 14, page 295.
- 3. Buyer and Seller agree that the new property line created by paragraph 2 and 3 above will be memorialized by a legal description subject to the mutual agreement of both parties. See the anached Exhibit B for an illustrative drawing of the proposed new property line.
- This Agreement is contingent upon Buyer closing on its contract to purchase Lot 62 described in paragraph 2 above.

Buyer Date 4/20/06

Seller Date Up 06

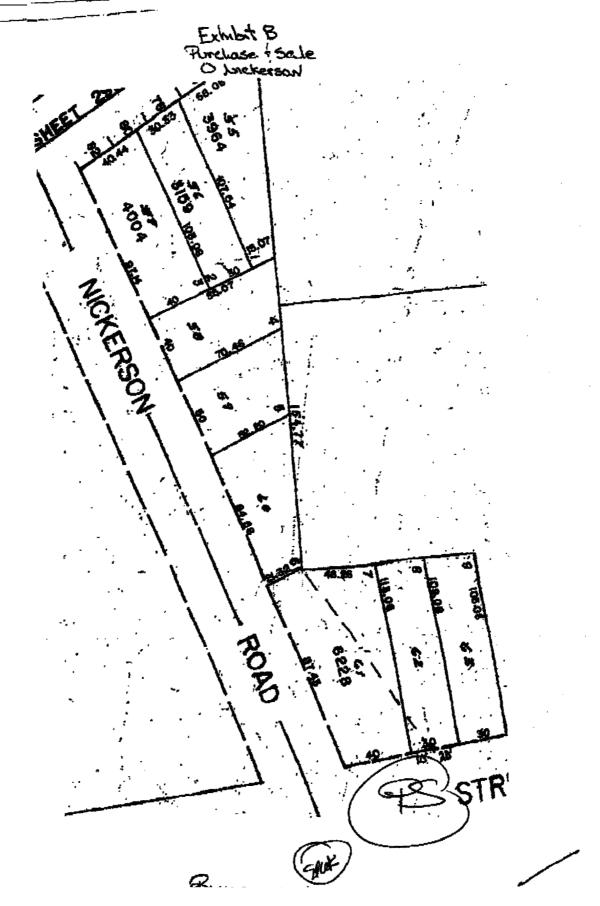
FROM : PAUL SLAVINSKI

FAX NO, : 6176662273

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PAGE 07/07



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D. 2

Farmany 24	2006	3000 25, 2006	Allactive Duty
	•	Effective Date is delicated in Paragraph 20 of this Agreemen	E ENGLOSE DOIL
I. PARTIES: This Agreement is made	between Blue Re	rse Properties, ILC	("Buyer") see
	David Smith ,	James McCallum	("Seller"
DESCRIPTION: Subject to the ten	ms and conditions he	ereinafter set forth, Seller agrees to sell and Buyer a	igrees to buy (🗷 al
The same and the same and the same and the first	evaluation) the more	write richards in artification of	
Country of Combat 1 and	, Sizio of MAIN	s, located at 0 Resemble Street out of Rock(s) 7032 , Page(s)	344
• -			
. PURCHASE PRICE: For such Dead	and conveyance Buy	ver agrees to pay the total purchase price of S	zo byo ov
h binna 16 maid d	mosti is to be made a	iness days of the date of this offer, a deposit of surness for the submission of this offer and is not made by the	HE STOCKE CHARMING INC. AND
and the second and are a second and a		e-in selizace no hie rispost being made Will Dic mark	ID S DIERRAS CHAMPING
Buyer agrees that an additional deposit	of cornest money in	the amount of \$ this additional deposit in compliance with the above a	will be pak
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h EARNEST MUNET/ACCESTANCE	goet and i closing; th	s offer shall be valid until	2= 26 (date
12:00 ☐ AM	PM; and, in the	event of non-acceptance, this exmest money shall	he resulted promptil
o Buyer. In the event that the Agency	is made a party to a	ny lawsuit by virtue of acting as accommagant. Agen second as court costs in favor of the prevailing party.	Ly Allin un
	Maraman de Daman was	merchantable title in accordance with the Standard this transaction shall be closed and Stayer signi pay	
	.NH4 1. 2006		THE DA COMP PARTIES.
laffaa ta coasti. Oa aasaanski in muumuddii	<u>aa 46676 Park (2079745)</u>	CLE LINK JEBESESSEL (CECH SESTEN SWEET) NOVAN A MANIFOLISM	the fitting became in
xoeed 30 days, from the time Soller is	notified of the defect	unless otherwise agreed to in writing by both Buyer care any title defect during such period. If, at the lat	er of the clowing diff
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bligations incrounder and any current	noney shall be return	ed to the Buyer.	•
TOTAL The manager shall be conse	word but a	terrorety deed, and shall be	free and clear of all
ncumbrances except covenants, cond	itions, expensents and	d restrictions of record which do not meterially and	adversely affact the
entimued current use of the property.			
POSSESSION: Possession of premi	ses shall be given to l	Buyer immediately at closing unless otherwise agreed	in writing.
. MISK OF LOSS: Until the closing	the risk of loss or d	arrage to said promises by fire or otherwise, is assure	ned by Seller. Buyer
hall have the right to view the prope	any within 24 hours	prior to closing for the purpose of determining the	t the premises are in
ubstantially the same condition as on t			
PRORATIONS: The following iter	ne, where applicable,	shall be promised as of the state of closing: rent, ass	orieios fees, (ather)
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ni valuation can be ascertained, which	de noizivorq rattel de	all survive closing. Buyer and Seller will each pay	their transfer mx es
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p. 3

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is exchanged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

1). Date Daligence: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

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

200	CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED	TO BE PAID FOR BY
1.		1		30	Ruyer	Buyer
	Purpose:					
2	Soils test		3		-	
	Purpose:					
3.	Septic System Deskin					
	Purpose:					
4	LOCAL PERMITS				Bayer	
	Parpose:					
5.	HAZARDOUS WASTE REPORTS					
	Purpose;					
6	UTILITIES					
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7,	WATER					
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8.	SUB-DIVISION APPROVAL		E			
	Perpose					·
9.	DEPILURC APPROVALS Purpose:					
10.	ZONING VARIANCE					
	Purpose:					
11.	MDOT DRIVEWAY/ ENTRANCE PERMIT		3	-		
	Purpose:	-				
12	DEED RESTRICTION Purpose:					
13.	TAX EXEMPT STATUS		X			* :
4,	Purpose:					
	Purpose:					

Further specifications regarding any of the above: This Agreement is contingent upon Suyer obtaining a Suilding Permit for a single family home from the City of Portland

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspenden or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement notil and void by notifying Saller in writing within the specified number of days, and any ournest money shall be returned to Buyer. If the result of any impender or other condition specified herein is unsatisfactory so Buyer, and Buyer wishes to pursue remedies other than resident the Agreement, Buyer must do so to full resolution within the time period set forth above, otherwise this contingency is walved. If Buyer does not notify inspection(s) mentioned above, Buyer is retying completely upon Buyer's own opinion as to the condition of the property.

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12. P	NANCING: This Agreement	is is is not subject to Financiae. If subject t	o Financing:	
a			of M/A. % of the purchase price, at an price of M/A. years.	
b	Interest rate not to exceed _ Buyer to provide Saller wi	3th letter from lender skentens that River but	onde application and, subject to verification of	
~	Introduction is applified for	the Joan requested within M/A days fro such letter within said time period, Seller may i	to the bilective lies of the Astronom, it salves	
	about the mercury to Recury			
۵	Buyer to provide Seller w	ith Joan commitment, letter from leader showing	g that Buyer has secured the town commitment for. If Buyer fails to provide Seller with this loom	
	commitment letter within	mid time period. Seller may deliver notice to	Parver that this Agreement is actual parted three	
	بمحودتهم سيعام سيمك محمدتهما	of such notice unless Buyer delivers the John or terminated under the provision of this sub-pu	remanitament letter hattere the end of the units-cary	
	2			
đ	Buyer hereby authorizes, in	structs and directs its lander to communicate the	status of the Buyer's loan application to Seller or	
_	Saller's agent.	per is obligated to notify Seller in writing if the le	nder netifies Buyer that it is unable or unwilling	
C	to conceal under the terms	of the figureing. Any fallers by puryer to here	y Seller within two business days of receipt by	
	Remover of notice from the less	rder shall be a default under this Agreement. The points, Seller agrees to my up to a		
		laan allaala ar a anda i babbaak baawa Maasa a U <i>raa</i> (1986) abb 1		
	Suyer's ability to obtain fine	encing is [\$] is not subject to the sale of anothers instead of obtaining financing. If so, buyer:	ter property. See addendure Yes (4) No.	•
እ .	shall no locate to pay c	Simuncing, and Scher's right to terminant pursua	t to the provisions of paragraph 15 shall be void.	•
I3 ACE	NCY DISCLOSURE: Buyer	and Saller acknowledge they have been advised o	f the following relationships:	
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	Licensee	Agency	Diec Duni Agent Transmitten Broken	
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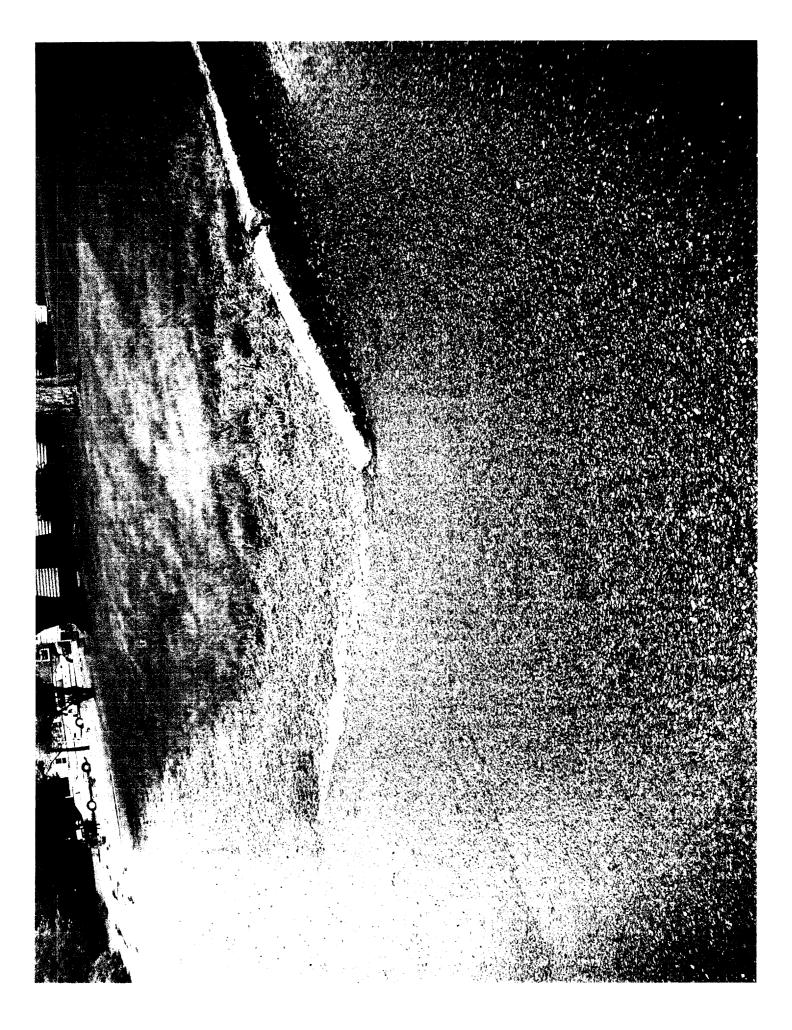
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INVESTIGATION CONTINGENCY AMENDMENT

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concerning the property located			10.	
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wpw.portlandmaine.gov

Planning and Development Department Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

June 15,2006

Elise & Neal Kiely Blue Horse Enterprises, LLC P.O. Box 66687 Falmouth, ME 04105

Re: Beaumont Street

Dear Elise and Neal;

The Public Works Authority has determined that Beaumont Street is permanently paved, as required in Section 14-403 of the Land Use Code. As such, the road provides adequate frontage per zoning and must not be brought up to City standards.

As we discussed on the phone last week, please take note that the Public Works Department will sponsor a zoning text amendment to this section of the ordinance to require such streets to be constructed to City standards in the future.

Please call if you have any questions.

Sincerely,

Sarah Hopkins

Development Review Program Manager

cc.: Alexander Jaegerman, Planning Division Director Jay Reynolds, Development Review Coordinator —Marge Schmuckal, Zoning Administrator Michael Bobinsky, Public Works Director Eric Labelle, City Engineer Penny Littell, Associate Corporation Counsel

