

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

**BUILDING INSPECTION
PERMIT**

Permit Number: 060792

Please Read Application And Notes, If Any, Attached

This is to certify that Blue Horse Properties, LLC / Blue Horse Enterprises, LLC

has permission to build a new 24' x 32' Single Family Home

AT 0 BEAUMONT ST

204 C062001

PERMIT ISSUED
JAN 24 2006
CITY OF PORTLAND

provided that the person or persons in charge of the construction 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 when permission procedure is complete this building or part thereof is closed or service closed-in. 4 HOUR NOTIFICATION 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

[Signature] 1/24/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0792	Issue Date:	CBL: 294 C062001
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Location of Construction: 0 BEAUMONT ST	Owner Name: Blue Horse Properties, LLC	Owner Address: PO Box 6668	Phone: PERMIT ISSUED
Business Name:	Contractor Name: Blue Horse Enterprises, LLC	Contractor Address: P.O. Box 6668 7 Falmouth	Phone: 2078810500
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Land	Proposed Use: Single Family Home/ build a new 24' x 32' Single Family Home	Permit Fee: \$1,176.00	City of Portland Fee: \$120,000.00	Other Fee: \$
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Proposed Project Description: build a new 24' x 32' Single Family Home	FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: R-3 Type: SB <i>IRC 2003</i>
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Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action. <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
Signature:	Date:

Permit Taken By: Idobson	Date Applied For: 05/26/2006	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2006-0103</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/conditions</i> Date: <i>6/19/06 ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i> Date:
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CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0792	Date Applied For: 05/26/2006	CBL: 294 C062001
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Location of Construction: 0 BEAUMONT ST	Owner Name: Blue Horse Properties, LLC	Owner Address: PO Box 66687	Phone:
Business Name:	Contractor Name: Blue Horse Enterprises, LLC	Contractor Address: P.O. Box 66687 Falmouth	Phone (207) 838-1050
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	
		Proposed Project Description: build a new 24' x 32' Single Family Home	

Dept: Zoning Status: Approved with Conditions Reviewer: Ann Machado Approval Date: 0611912006

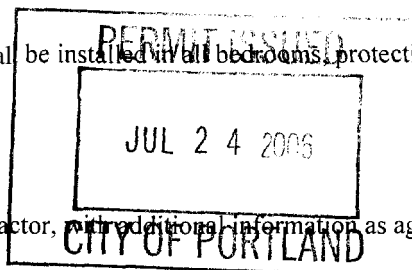
Note: Ok to Issue:

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) This property shall be a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being issued with the understanding that there is no rear deck. The contractors will either put steps to grade or put a railing across the sliding doors.

Dept: Building Status: Approved with Conditions Reviewer: Tammy Munson Approval Date: 0712412006

Note: Ok to Issue:

- 1) As discussed, hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) The rear deck is NOT approved.
- 3) Separate permits are required for any electrical, plumbing, or heating.
- 4) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 5) 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.
- 6) The basement is NOT approved as habitable space.
- 7) There must be a 2" clearance maintained between the chimney and any combustible material, with draft stopping per code at each level



Dept: DRC Status: Approved with Conditions Reviewer: Jay Reynolds Approval Date: 0612212006

Note: Ok to Issue:

- 1) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 2) 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.
- 3) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext .8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 4) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as 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: 0 BEAUMONT ST	Owner Name: Blue Horse Properties, LLC	Owner Address: PO Box 66687	Phone:
Business Name:	Contractor Name: Blue Horse Enterprises, LLC	Contractor Address: P.O. Box 66687 Falmouth	Phone (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.

294-C-62

01-0792

ETISE C 838-1050

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	Submitted Plan	Findings
Component	Submitted Plan	Revisions
Component	Submitted Plan	Date
STRUCTURAL		
Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1))	8x16" Footings - 7'-10"	OK
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	4" w/Fabric - damp proofing -	OK
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	n/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2" bolts - 6' o.c	
Lally Column Type (Section R407)		
Girder & Header Spans (Table R502.5(2))	3-2x10 - 5'-6" longest	
Built-Up Wood Center Girder Dimension/Type	Span - OK	
Sill/Band Joist Type & Dimensions	2x6 PT	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8-16" o.c - 12' span	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8-16" o.c - 12' span	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x6-16" o.c	

OK - 07/21/21

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))			
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x8 - 16" oc		
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	7/16" Roof / 7/16" wall / 3/4" Floor		
Fastener Schedule (Table R602.3(1) & (2))	Per IRC		
Private Garage (Section R309) Living Space ? (Above or beside)			
Fire separation (Section R309.2)	NA		
Opening Protection (Section R309.1)	NA		
Emergency Escape and Rescue Openings (Section R310)	Labelled on Plan - OK		
Roof Covering (Chapter 9)	Asph/Flt		
Safety Glazing (Section R308)	N/A		
Attic Access (Section R807)	22'x34" shown - OK		
Chimney Clearances/Fire Blocking (Chap. 10)	Shows 2" Clearance - wood draft stop		
Header Schedule (Section 502.5(1) & (2))	3-2x6's - 36" Max span		
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	3-2x8's - 57" Max span	OK - noted	
	need R-values of Roof, walls, & floor	OK - noted	
	need U-value of windows.		

1
a
b

06-0792

Type of Heating System	FHW/Boiler	
Means of Egress (Sec R311 & R312)		
Basement /		
Number of Stairways 3		
Interior 1		
Exterior 2		
Treads and Risers (Section R311.5.3)	Shows 10" T, 7 3/4" R, 10" on inside - exterior same same? - Yes	
Width (Section R311.5.1)	36" finished - OK	
Headroom (Section R311.5.2)	Shows 6'-8"	
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	No guard detail for exterior shows - OK	OK w/ 4" spacers or ballisters
Smoke Detectors (Section R313)	Labelled - OK	
Location and type/Interconnected		
Draftstopping (Section R502.12) and Fireblocking (Section (R602.8)	N/A	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)		
Deck Construction (Section R502.2.1)	Rear deck not approved - wood guard over slider -	
	Front stairs - precast? - Yes	

Tammy

7/19/06

Thank you for your time this morning.

Per your request I have included the following information.

1. Energy Efficiency

R-Factors	Walls - R-19	} see notes on Plans highlighted
	Roof R-38	
	Floors R-19	
U Factor	Window U-.33 (see insert)	

2. Headers


3-2x6's - 36" max span

3-2x8's - 57" max span

3. Treads & Risers - The exterior treads and risers will be the same as interior
10" Treads; 7³/₄" Risers

4. Deck Construction - See 42" Guard w/ Ballusters 4" CIR
opening max

5. Guardrails & Handrails - Exterior
- 42" Guard w/ Ballusters 4" Clearance
opening max



National Fenestration
Rating Council

CERTIFIED

PARADIGM

Window Solutions

SINGLE HUNG

838L

NFRC PWS-A-002

VINYL • LOW-E

DOUBLE GLAZED

ENERGY Performance

- Energy savings will depend on your specific climate, house and **lifestyle**
- For more information, CALL 1-877-994-6369 or visit NFRC's web site at www.nfrc.org.

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

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product ratings for a .NFRC title are defined in detail in NFRC's product sizes.



General Building Permit Application

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

Location/Address of Construction: <u>0 Beaumont Street</u>		
Total Square Footage of Proposed Structure <u>1400 Sq Ft +/-</u>	Square Footage of Lot <u>8,541</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>294</u> Block# <u>C</u> Lot# <u>62-63; Part of 61</u>	Owner: <u>David E. Smith</u> <u>James C. McCallum</u>	Telephone: <u>Jim McCallum</u> <u>207-775-4224</u>
Lessee/Buyer's Name (If Applicable) <u>Blue Horse Properties, LLC</u>	Applicant name, address & telephone: <u>Blue Horse Properties, LLC</u> <u>PO Box 66687</u> <u>Falmouth, ME 04105</u> <u>207-838-1050</u>	Cost Of Work: \$ <u>120,000</u> Fee: \$ <u>1,401.00</u> C of O Fee: \$ _____
Current Specific use: <u>Vacant land</u> If vacant, what was the previous use? <u>Vacant land</u> Proposed Specific use: <u>Single Family House</u>		
Project description: <u>Construct 3 BR 1 BA 24x32 cape single family</u> <u>1101 Build</u> <u>300 sq ft</u> <u>75 csgo</u>		
Contractor's name, address & telephone: <u>Elise Kiely; BlueHorse Enterprises, LLC</u> <u>PO Box 66687</u> <u>Falmouth, ME</u> <u>04105</u>		
Who should we contact when the permit is ready: <u>Elise Kiely</u> Mailing address: _____ Phone: <u>838-1050</u>		

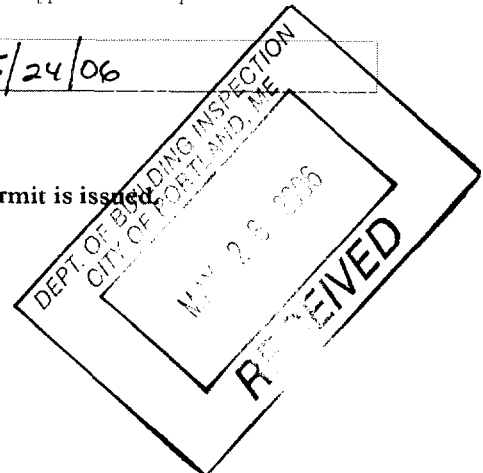
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

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

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

Signature of applicant: <u>[Signature]</u>	Date: <u>5/24/06</u>
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This is not a permit; you may not commence ANY work until the permit is issued.



Applicant: Blue Horse Properties LLC

Date: 6/19/06

Address: 0 Beavmont Ave.
(one lot Northeast of corner of
Beavmont & Nickerson)

C-B-L: 294-C-62
perm. # - 06-0792

CHECK-LIST AGAINST ZONING ORDINANCE

Date -

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - build new single family - 32' x 24' - 2 story

Sewage Disposal - City

Lot Street Frontage - 50' min. - 50' scaled

Front Yard - 25' min. - 50.5' scaled

Rear Yard - 25' min. 27' to house - 24.5' from rear entry - ok section 14-425
22' to bulkhead - ok section 14-425

Side Yard - 1 1/2 story 8' min. - 24' scaled to side entry on right.
2 " 14' min. - 17.75' to house on left

Projections - bulkhead 5' x 6', rear entry 6' x 6', front entry 3' x 6', 3' x 5' side entry

Width of Lot - 65' min. - 76.5' scaled

Height - 35' max. - 21' scaled

Lot Area - 6,500 sq ft min. - 8541 sq ft given

Lot Coverage Impervious Surface - 35% = 2989.35 sq ft

Area per Family - 6,500 sq ft

Off-street Parking - 2 spaces required - 2 spaces shown

Loading Bays - N/A

Site Plan - minor/minor 2006-0103

Shoreland Zoning/Stream Protection -

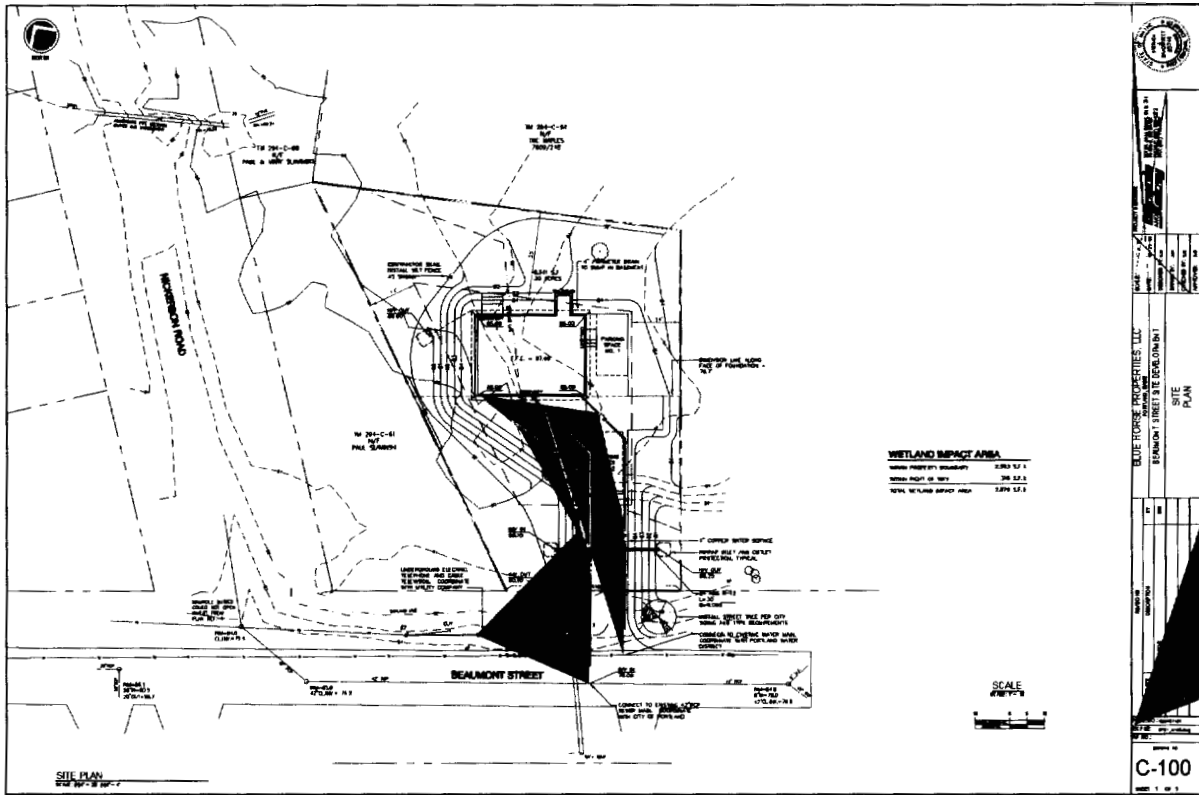
Flood Plains - panel 7 - zone X.

no daylight basement.

no rear deck @ this time either steps or railing across slides

OK.

32 x 24 =	768
5 x 6 =	30
6 x 6 =	36
3 x 6 =	18
3 x 5 =	15
<hr/>	
	867



DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
JUN 23 2006
RECEIVED

A1

Sheet number

Drawing title

Elevations

Project: "Winter Park", Lisbon, Maine

Project number: 8366

Revisions:

date drawn: 4/7/03	drawn by: JMG	scale: NOTED
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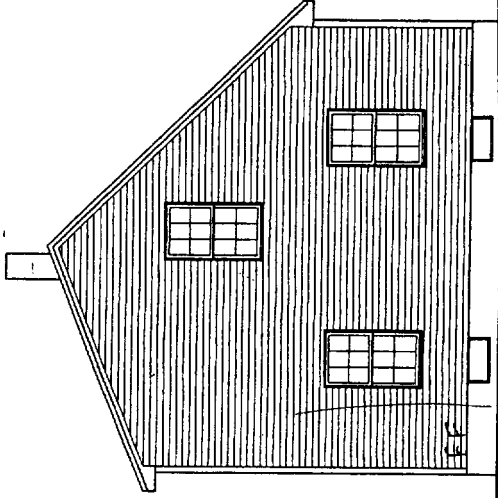
PLEASE BE ADVISED THAT THE ARCHITECT, INC. IS NOT CERTIFIED AS A STATE OF MAINE ARCHITECT OR DESIGNER. THIS WORK IS SUPPLIED STRICTLY AS A SERVICE TO MY CLIENTS AND IS NOT TO BE USED FOR ANY OTHER PROJECTS OR PURPOSES. CUSTOMERS SHOULD CONSULT AN ARCHITECT OR ENGINEER FOR ANY PROJECTS WITH THE EXISTING COMMUNITIES AND REGULATIONS BEFORE ANY CONSTRUCTION. IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE ANY CONSTRUCTION.

Arch

Handwritten initials/signature

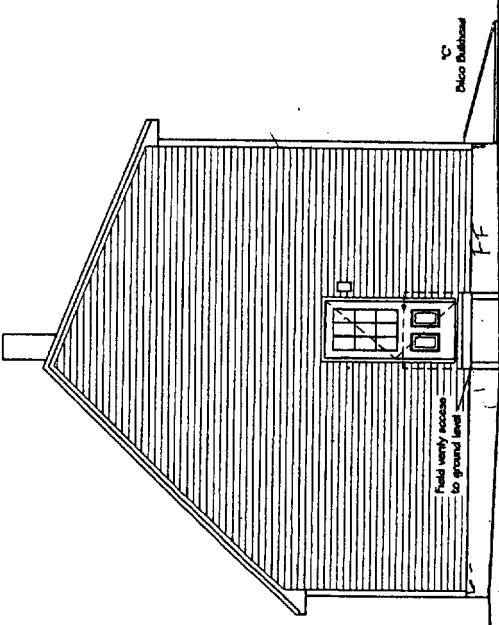
LEFT ELEVATION

Scale: N.T.S.



RIGHT ELEVATION

Scale: N.T.S.

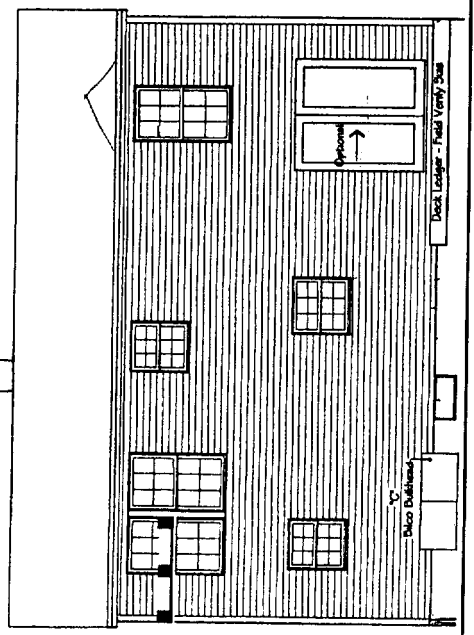


Field verify access to ground level

Field verify locations of handrails well and locate above impingement causing site contours.

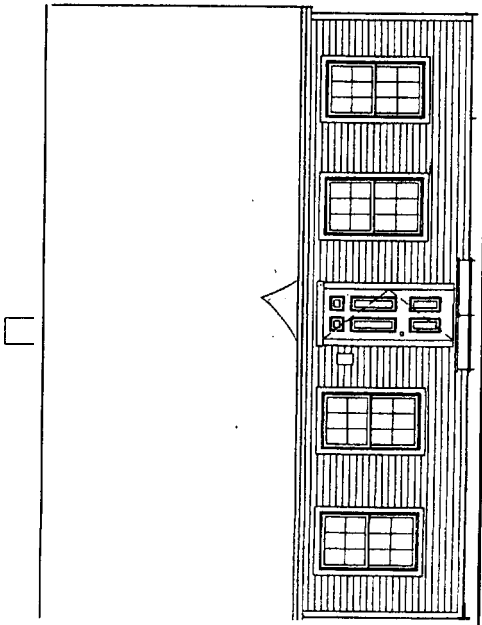
REAR ELEVATION

Scale: N.T.S.



FRONT ELEVATION

Scale: N.T.S.



Field verify access to ground level

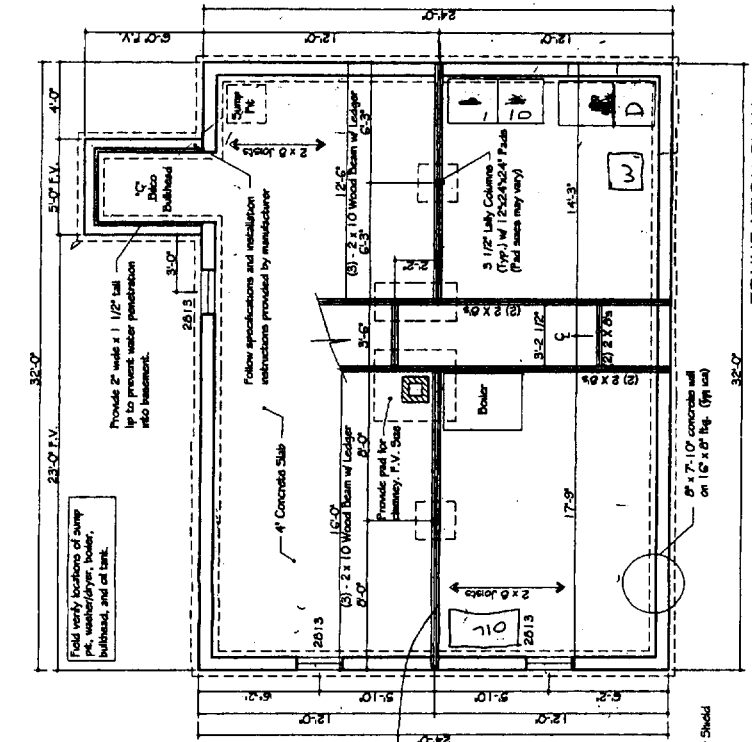
BFT HAT

project	24' x 32' DORMERED CAPE
drawing title	Foundation Plan, Section, and
sheet number	A3

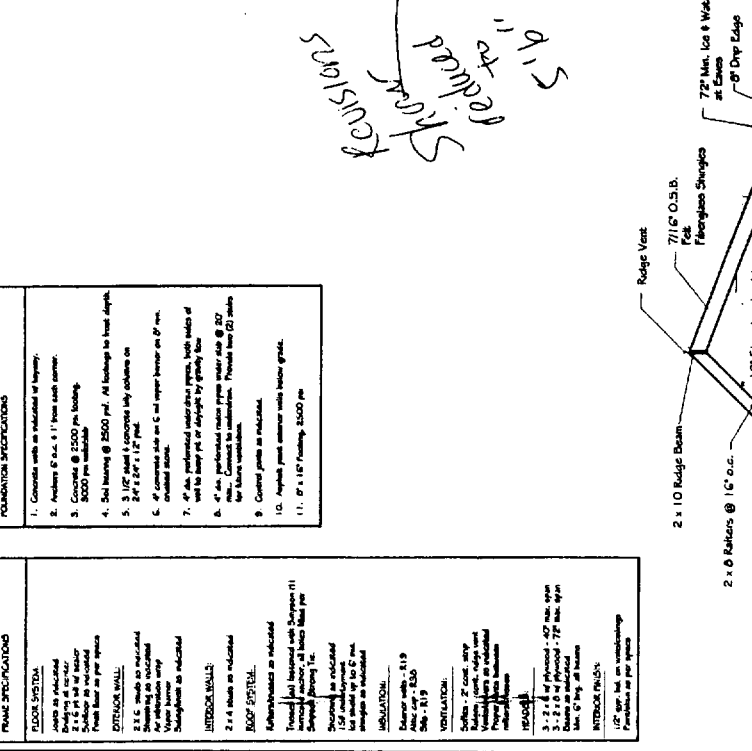
date drawn:	4/7/03
date issued:	4/7/03
drawn by:	JMG
scale:	NOTED

project number	2308
revision:	

drawing title	Foundation Plan, Section, and
sheet number	A3



FOUNDATION PLAN
Scale: 1/4" = 1'-0"



CROSS SECTION
Scale: 1/4" = 1'-0"

- FOUNDATION SPECIFICATIONS**
1. Concrete walls as indicated on drawing.
 2. Anchor 6" o.c. @ 1" from each corner.
 3. Concrete @ 2500 psi footing.
 4. 3" lath @ 2500 psi. All lathings to best depth.
 5. 3/4" rebar @ 24" o.c. in concrete.
 6. 1/2" lath @ 24" o.c. in concrete.
 7. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
 8. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
 9. Control joints as indicated.
 10. Apply joint sealer under grade.

- FRAME SPECIFICATIONS**
- FLOOR SYSTEM**
- 1. 2x8 joists @ 16" o.c.
 - 2. 1/2" OSB sheathing
 - 3. 3/4" lath @ 24" o.c.
 - 4. 1 1/2" concrete
 - 5. 3/4" rebar @ 24" o.c.
 - 6. 1/2" lath @ 24" o.c.
 - 7. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
- WALLS**
- 1. 2x6 studs @ 24" o.c.
 - 2. 1/2" OSB sheathing
 - 3. 1/2" anchor bolts
 - 4. 1/2" lath @ 24" o.c.
 - 5. 1 1/2" concrete
 - 6. 3/4" rebar @ 24" o.c.
 - 7. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
- ROOF SYSTEM**
- 1. 12" fiberglass insulation
 - 2. 7/16" O.S.B. sheathing
 - 3. 1/2" dry edge
 - 4. 1/2" lath @ 24" o.c.
 - 5. 1 1/2" concrete
 - 6. 3/4" rebar @ 24" o.c.
 - 7. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
- INSULATION**
- 1. 12" fiberglass insulation
 - 2. 7/16" O.S.B. sheathing
 - 3. 1/2" dry edge
 - 4. 1/2" lath @ 24" o.c.
 - 5. 1 1/2" concrete
 - 6. 3/4" rebar @ 24" o.c.
 - 7. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
- VENTILATION**
- 1. 2x8 joists @ 16" o.c.
 - 2. 1/2" OSB sheathing
 - 3. 3/4" lath @ 24" o.c.
 - 4. 1 1/2" concrete
 - 5. 3/4" rebar @ 24" o.c.
 - 6. 1/2" lath @ 24" o.c.
 - 7. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.
- NOTES**
- 1. 1/2" OSB sheathing
 - 2. 3/4" lath @ 24" o.c.
 - 3. 1 1/2" concrete
 - 4. 3/4" rebar @ 24" o.c.
 - 5. 1/2" lath @ 24" o.c.
 - 6. 4" dia. perforated metal pipe water table @ 2" below to keep ft. or deeper by gravity flow.

PLEASE BE ADVISED THAT ANY DESIGN, SPECIFICATION, OR CONSTRUCTION OF THIS PROJECT IS NOT GUARANTEED AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

Handwritten initials: JMG

Handwritten note: Rake

*Handwritten note: Rake
5' 6" Redwood
Joist
Shank*

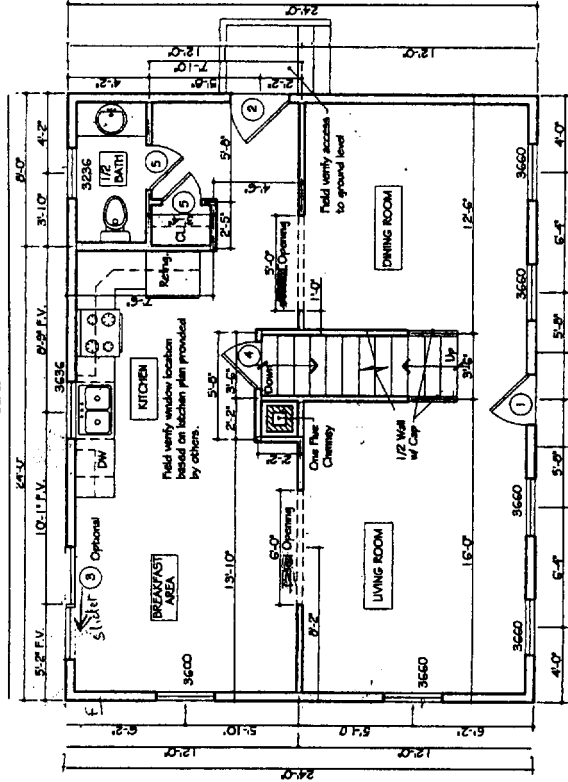
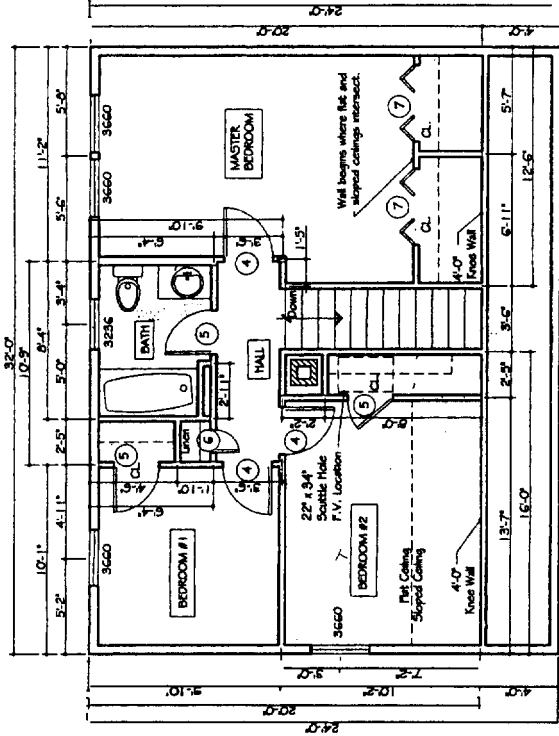
*Handwritten note: Rake
5' 6" Redwood
Joist
Shank*

A2

Sheet number

Project	24' x 32' DORMERED CAPE
"Winter Park", Lisbon, Maine	
Project number	2366
Version:	
Drawing title	Floor Plans and Door Schedule

Date issued: 4/7/03



DOOR SCHEDULE	
1.	2'-0" x 6'-0" Entry
2.	3'-0" x 6'-0" Entry
3.	6'-0" x 6'-9" Sliding Entry (Optional)
4.	2'-0" x 6'-0" Interior
5.	2'-4" x 6'-6" Interior
6.	1'-2" x 6'-6" Interior
7.	4'-0" x 6'-6" Interior Shield

PLEASE BE ADVISED THAT AM DESIGN, INC. IS NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. THIS WORK IS SUBJECT TO THE STANDARD TERMS, CONDITIONS AND IS NOT GUARANTEED AS TO STRUCTURAL INTEGRITY OR PERFORMANCE. ALL DIMENSIONS AND LOCATIONS ARE TO BE FIELD VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

17/03

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

2006-0103
Application I. D. Number
5/26/2006
Application Date
Single Family Home
Project Name/Description

Smith David E &
Applicant
15 Bartlett St , Portland, ME 04103
Applicant's Mailing Address
Elise Kiely
Consultant/Agent
Agent Ph: (207)838-1050 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

Marge Schmuckal

Beaumont St, Portland, Maine
Address of Proposed Site
294 C062001
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) _____

Proposed Building square Feet or # of Units 8541 Acreage of Site _____ Zoning _____

Check Review Required:

- | | | | |
|---|---|--|--|
| <input 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 5/26/2006

Zoning Approval Status:

Reviewer _____

- Approved Approved w/Conditions
See Attached Denied

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

Condition Compliance _____
signature date

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted _____
date amount expiration date

Inspection Fee Paid _____
date amount

Building Permit Issue _____
date

Performance Guarantee Reduced _____
date remaining balance signature

Temporary Certificate of Occupancy _____
date Conditions (See Attached) expiration date

Final Inspection _____
date signature

Certificate Of Occupancy _____
date

Performance Guarantee Released _____
date signature

Defect Guarantee Submitted _____
submitted date amount expiration date

Defect Guarantee Released _____
date signature

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



BUREAU OF LAND AND WATER QUALITY

FIELD DETERMINATION FORM

CONTACT ID 4711

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

DIRECTIONS

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

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 3/22/2006

SITE VISIT 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 ~~or~~ e-mail me at Ekiely1@maine.rr.com.

Thank you ~~for~~ all your help.

Sincerely,

A handwritten signature in cursive script that reads "Elise".

Elise Kiely

PURCHASE AND SALE AGREEMENT - LAND ONLY

April 20 , 2006

Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Blue Horse Properties, LLC ("Buyer") and _____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 0 Beaumont - O. M. Johnson and described in deed(s) recorded at said County's Registry of Deeds Book(s) see para. 22, Page(s) _____

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

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

4. EARNEST MONEY/ACCEPTANCE: N/A ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 21, 2006 (date) 12:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on May 8, 2006 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the ~~continued current~~ use of the property, as a buildable lot

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

04/20/2006 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.

11. 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:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: N/A

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

12. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a N/A loan of N/A % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of N/A years.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within N/A days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
 - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
 - e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
 - f. Buyer agrees to pay no more than N/A points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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

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

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

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

14. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. ADDENDA: Yes Explain: Exhibit A and Exhibit B No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within ___ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

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

2. See Exhibit 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.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is PO Box 66687, Falmouth, ME 04105

BUYER [Signature] 4/20/06 DATE BUYER DATE Blue Horse Properties, LLC

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

Seller's Mailing address is 27 Dixon Street, Zephyrus, NY 10591

SELLER [Signature] 4/21/06 DATE SELLER DATE

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

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

SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE

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

BUYER DATE SELLER DATE

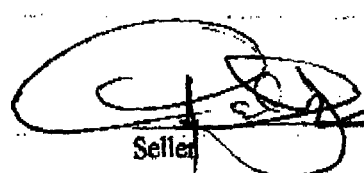
BUYER DATE SELLER DATE

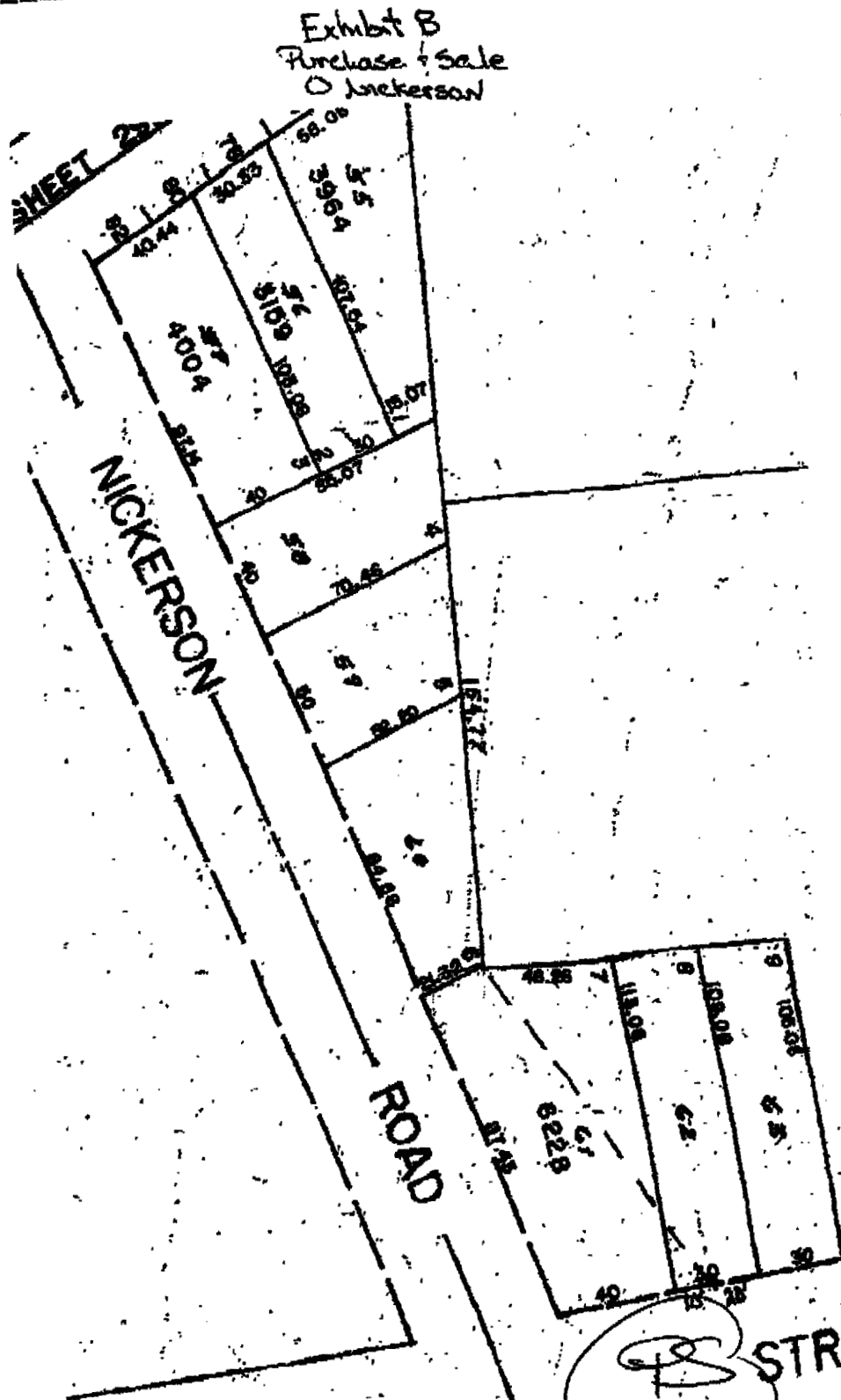


**Exhibit A
Purchase and Sale
O Nickerson**

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.
2. Buyer agrees to convey to Seller ten (10') feet of frontage on Beaumont Street of Lot 62 on the 2006 City of Portland Tax 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 attached Exhibit B for an illustrative drawing of the proposed new property line.
4. This Agreement is contingent upon Buyer closing on its contract to purchase Lot 62 described in paragraph 2 above.

 4/20/06
 Buyer Date

 4/21/06
 Seller Date



Feb 24 06 04:57p

P. 2

PURCHASE AND SALE AGREEMENT - LAND ONLY

February
Monday 24 2006

February
Monday 25 2006 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Blue Horse Properties, LLC ("Buyer") and David Smith, James McCallum ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 22 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 0 Newmont Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 7032, Page(s) 344.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 25,000.00. Buyer has made; or will make within 1 business days of the date of this offer, a deposit of earnest money in the amount of \$ 500.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: James McCallum ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Feb 23, 2006 (date) 12:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 1, 2006 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

Fcb 24 06 04:57p

p. 3

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.

11. 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:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	BUYER	BUYER
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	90	BUYER	BUYER
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEPLURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

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

Feb 24 05 04:57p

P-4

12. FINANCING: This Agreement is is not subject to financing. If subject to financing:

- a. This Agreement is subject to Buyer obtaining a N/A loan of N/A % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of N/A years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within N/A days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than N/A points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.
- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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

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

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

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

14. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. ADDENDA: Yes Explain: _____ No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within ___ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

Feb 24 06 04:57p

P. 5

22. OTHER CONDITIONS: Seller acknowledges that Elise Kiely is a licensed real estate agent.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is PO Box 66687, Falgout, ME 04105

[Signature] 2/24/06 BUYER DATE BUYER DATE
Blue Horse Properties, LLC

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

Seller's Mailing address is 15 Bartlett Street, Portland, ME 04103

[Signature] 2/25/06 SELLER DATE [Signature] 2/25/06 SELLER DATE
David E. Smith James McCallum

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



INVESTIGATION CONTINGENCY AMENDMENT

Amendment to Agreement dated February 25, 2006, between Blue Horse Enterprises, LLC, Buyer, David Smith, James McCallum, Seller concerning the property located at 0 Beasant Street, Portland, ME

I. Extension

Buyer hereby requests additional time to research the issue of Survey and Local Permits as set forth in paragraph 11, sub 1&A, and, signature below, Seller hereby extends the deadline in the Agreement to notify Seller of an unsatisfactory investigation to May 25, 2006.

[Signature] 3/15/06
Buyer Blue Horse Enterprises, LLC Date

[Signature] 3/16/06
Seller David Smith Date

Buyer _____ Date _____

[Signature] 3/16/06
Seller James McCallum Date

II. Modification of Agreement

Without waiving the right to proceed under the original terms of the Agreement or to declare the Agreement null and void by reason of an unsatisfactory investigation (unless the Modification/Termination section fro below is signed by Buyer), Buyer hereby requests the following modifications to the Agreement:

If the above modifications are agreed to by Seller, Buyer agrees that the Agreement will no longer be conditioned on paragraph _____, sub _____. By signing below, Seller hereby agrees to the above modifications to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

Buyer _____ Date _____

Seller _____

Buyer _____ Date _____

Seller _____ Date _____

III. Extension/Modification/Termination

If either the Extension or the modifications to the Agreement requested above are not agreed to by Seller by the deadline set forth in Paragraph _____, sub _____, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer _____ Date _____

Seller _____

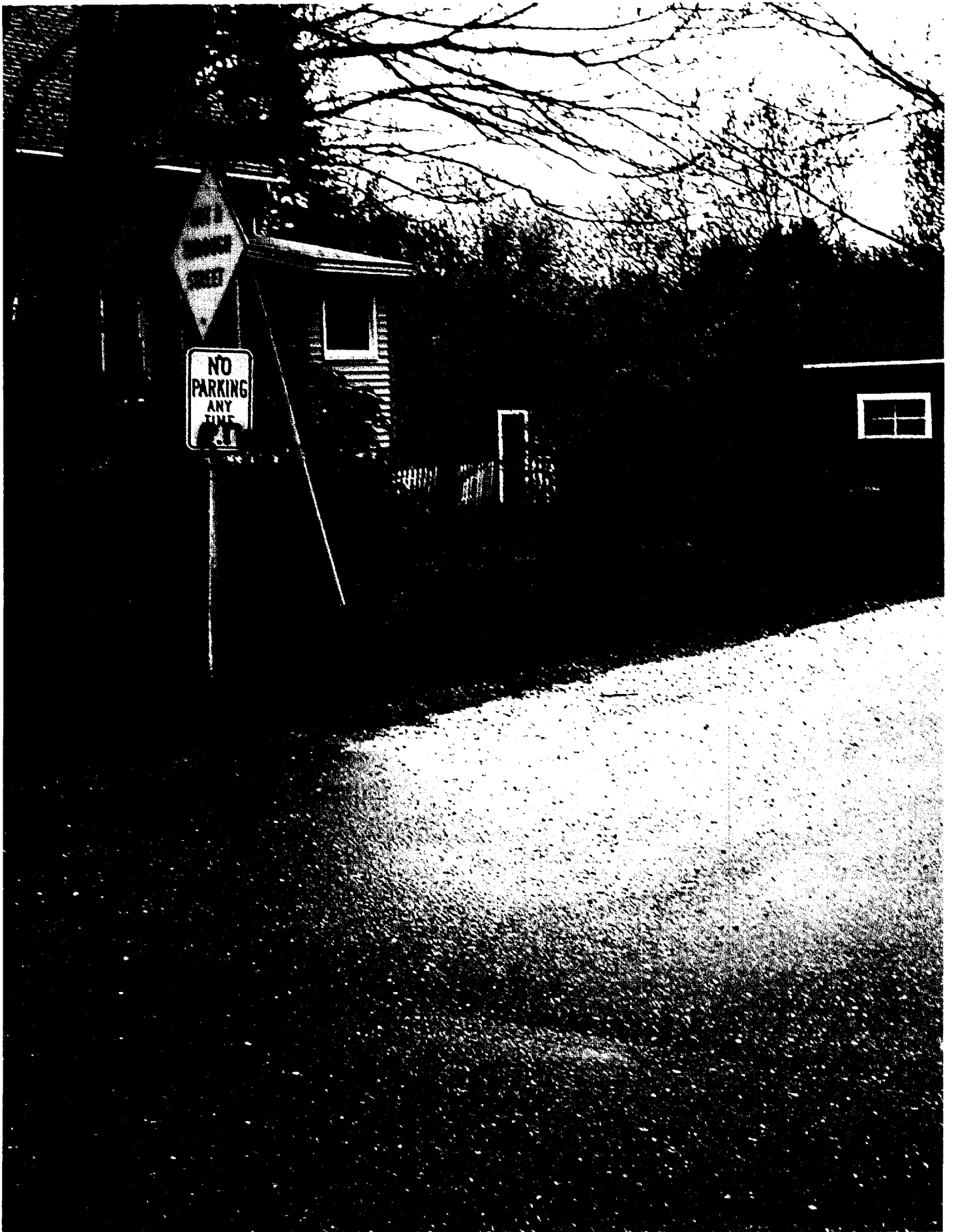
IV. Termination of Agreement

Due to unsatisfactory investigation as set forth in paragraph _____, sub _____, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer _____ Date _____

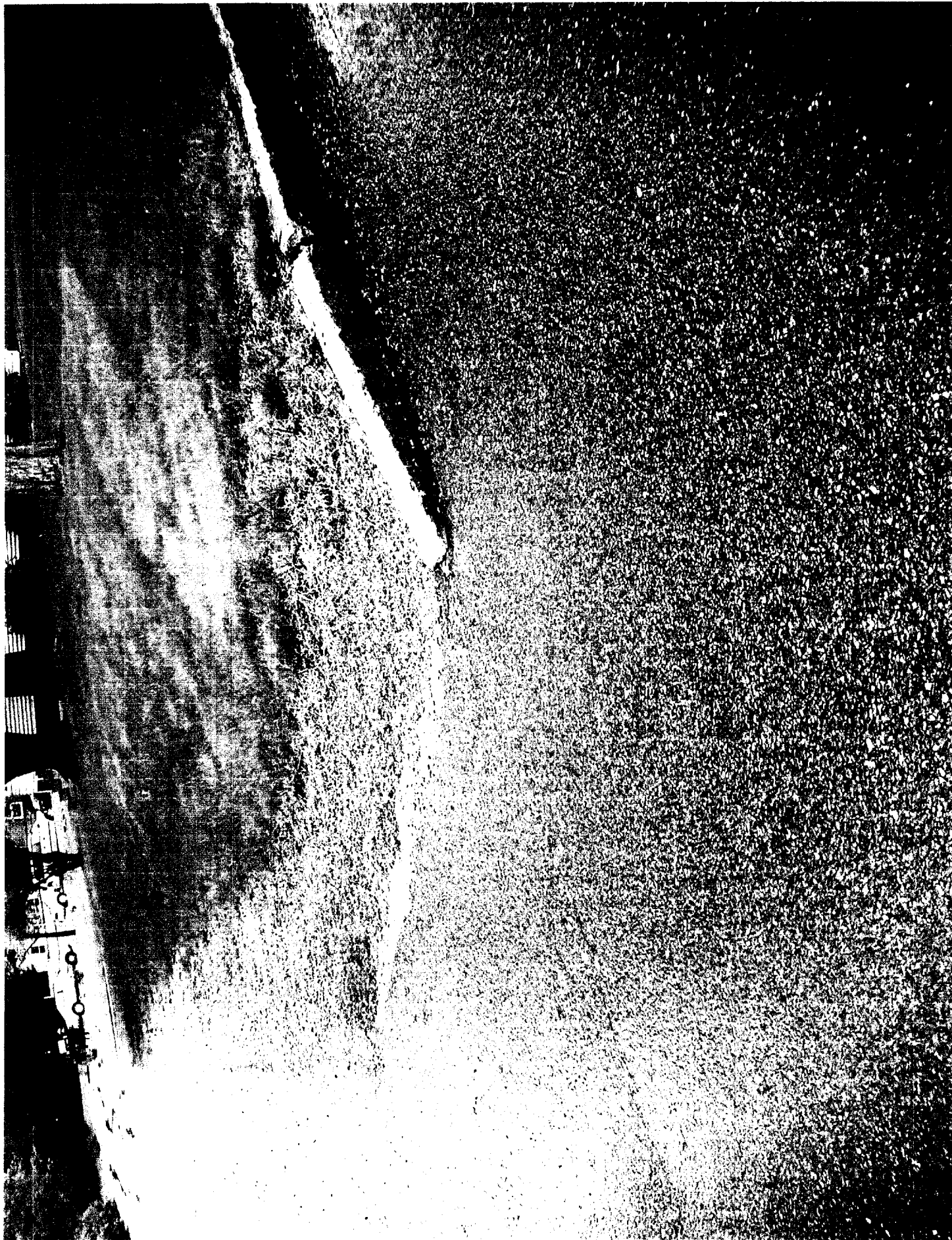
Buyer _____





NO
PARKING
ANY
TIME

AHEAD



BEAUMONT ST





Strengthening a Remarkable City, Building a Community for Life

www.portlandmaine.gov

Coyle - put with the permit please - Thanks, Marge

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

