

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 070724

This is to certify that Mary Slavinski/DA Brackett Company

has permission to build new single family home x 32' no garage

AT 0 Nickerson Rd (Beaumont Street)

297 D008001

PERMIT ISSUED

AUG 22 2007

CITY OF PORTLAND

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and work on permit must be completed before this building or part thereof is occupied or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature] 8/22/07
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: 07-0724	Issue Date:	CBL: 297 D008001
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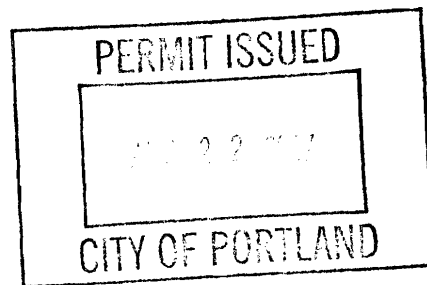
Location of Construction: 0 Nickerson Rd (Beaumont Street)	Owner Name: Mary Slavinski	Owner Address: 27 Dixon Street	Phone:
Business Name:	Contractor Name: DA Brackett & Company Inc	Contractor Address: 84 Country Lane Portland	Phone 2077560687
Lessee/Buyer's Name W & C, LLC	Phone:	Permit Type: Single Family	Zone: R3
Past Use: Vacant Lot	Proposed Use: Single Family Home - build new single family home 24' x 32' no garage	Permit Fee: \$1,145.00	Cost of Work: \$105,000.00
Proposed Project Description: build new single family home 24' x 32' no garage		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	CEO District: 5
		INSPECTION: Use Group: <i>12-3</i> Type: <i>SB</i> <i>IRC 2003</i>	
		Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied			
		Signature:	Date:

Permit Taken By: Idobson	Date Applied For: 06/18/2007
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Zoning Approval

- 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>2007-0107</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/ conditions</i> Date: <i>7/12/07</i> <i>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

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection:** Prior to pouring concrete
- Re-Bar Schedule Inspection:** Prior to pouring concrete
- Foundation Inspection:** Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical:** Prior to any insulating or drywalling
- Final/Certificate of Occupancy:** Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

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

TRAX - COURIER
Signature of Applicant/Designee _____ Date 8.22.07
Signature of Inspections Official _____ Date 8.22.07

CBL: 297D 8 Building Permit #: 070724

City of Portland, Maine - Building or Use Permit

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

Permit No: 07-0724	Date Applied For: 06/18/2007	CBL: 297 D008001
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Location of Construction: 0 Nickerson Rd (16 Beaumont Street)	Owner Name: Mary Slavinski	Owner Address: 27 Dixon Street	Phone:
Business Name:	Contractor Name: DA Brackett & Company Inc	Contractor Address: 84 Country Lane Portland	Phone (207) 756-0687
Lessee/Buyer's Name W & C, LLC	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home - build new single family home 24' x 32' no garage	Proposed Project Description: build new single family home 24' x 32' no garage
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 07/12/2007

Note: New CBL will be 297 D008. Front of lot is on Beaumont Street.

Ok to Issue:

Street address will be 16 Beaumont.

8/142007 Received revised site plan showing drainage easement. The location of the proposed building and driveway remains the same.

- 1) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed addition, it may be required to be located by a surveyor.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 08/22/2007

Note:

Ok to Issue:

- 1) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 2) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 3) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 4) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 5) A copy of the enclosed chimney or fireplace 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. A code compliant 2nd means of egress must be installed in order to change the use of this space.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Molly Casto **Approval Date:**

Note:

Ok to Issue:

- 1) Applicant must submit revised boundary survey to Planning Division, recorded with book and page number, within 30 days of issuance of building permit. The following revisions must be included on the final Boundary Survey:
-"proposed drainage easements" shall be re-labeled as CITY OF PORTLAND DRIANAGE EASEMENT with reference to book and page number of recorded drainage easement description.
- 2) Applicant must submit copy of recorded Quitclaime Deed for Nickerson Street.
- 3) Applicant must stake limits of development prior to construction. Staked limits must be approved by City of Portland Development Review Coordinator.
- 4) Once land transcation has occurred, applicant shall submit copies of recorded deed for property.

Location of Construction: 0 Nickerson Rd (16 Beaumont Street	Owner Name: Mary Slavinski	Owner Address: 27 Dixon Street	Phone:
Business Name:	Contractor Name: DA Brackett & Company Inc	Contractor Address: 84 Country Lane Portland	Phone (207) 756-0687
Lessee/Buyer's Name W & C, LLC	Phone:	Permit Type: Single Family	

- 5) Applicant must submit copies of recorded drainage easement description with book and page number to Planning Division within 30 days of issuance of building permit.

Comments:

6/21/2007-amachado: Spoke to Steve Bradstreet at Jacobs, Edwards & Kelcey. Need scalable site plan. Need deed that shows that all parts of the property are under one owner under one deed.

7/3/2007-amachado: Received revised building plans.

7/5/2007-amachado: Side entry on building plans is on the right side, it is on the left side on th site plan. Spoke to Bill Dowd.

7/12/2007-amachado: Received revised site plan. Building plans and site plan now match.

6/28/2007-amachado: Left message for Steve Bradstreet. Discrepancy between site plan & building plans regarding the location of the deck.

297-D-8

07-0724

Nickerson Rd -

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)		
Component	Submitted Plan	Findings Revisions Date
STRUCTURAL		
Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	OK 8'	
① Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Need fabric -	
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	OK 5/8" - 3' OC	
① Kelly Column Type (Section R407)	Shows 3-2x10's -	over span - Need LVL'S or more kellys
Girder & Header Spans (Table R 502.5(2))		
Built-Up Wood Center Girder Dimension/Type		
Sill/Band Joist Type & Dimensions	2x6 PT	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's - 12' span -	OK
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x8 ties	

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 Rafters - 12' span OK	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	5/8" Roof / 7/16" walls / 3/4" floor	
Fastener Schedule (Table R602.3(1) & (2))		
Private Garage (Section R309) Living Space ? (Above or beside) Fire separation (Section R309.2) Opening Protection (Section R309.1)	N/A	
Emergency Escape and Rescue Openings (Section R310)	OK noted	
Roof Covering (Chapter 9)	asphalt	
Safety Glazing (Section R308)	N/A	
2 Attic Access (Section R807)	not shown	
Chimney Clearances/Fire Blocking (Chap. 10)	OK - noted	
Header Schedule (Section 502.5(1) & (2))	OK - A1 + A2	
3 Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R-38 Roof U=0.35	

Walls - R-19 Bsmnt

Type of Heating System		
Means of Egress (Sec R311 & R312) Basement / Number of Stairways / Interior / Exterior / Treads and Risers <i>10" Tread</i> (Section R311.5.3) <i>7 3/4" Risers</i> Width (Section R311.5.1) - <i>3'-0" + OK</i> Headroom (Section R311.5.2) <i>6'-8" headroom</i> Guardrails and Handrails - <i>handrail shown</i> (Section R312 & R311.5.6 - R311.5.6.3)		
Smoke Detectors (Section R313) Location and type/Interconnected	<i>noted</i>	
Draftstopping (Section R502.12) and Fireblocking (Section (R602.8)	<i>N/A</i>	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)		
<i>(u)</i> Deck Construction (Section R502.2.1)	<i>not shown</i>	

** (DECK IS ON FOUNDATION PLAN)*



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>BEAUMONT STREET</u>		
Total Square Footage of Proposed Structure <u>1344 S.F.</u>		Square Footage of Lot <u>13,874 S.F.</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>297 D 8-11</u>	Owner: <u>JOHN A. COYNE</u> <u>MARY SLAVINSKI</u>	Telephone: <u>883-2648</u> <u>PORT ISLAND REALTY</u> <u>775-7253</u>
Lessee/Buyer's Name (If Applicable) <u>W4C LLC</u>	Applicant name, address & telephone: <u>W4C LLC</u> <u>17 WESTLAND AVE.</u> <u>PORTLAND, ME 04102</u>	Cost Of Work: <u>\$ 105,000</u> Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>VACANT LAND</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>BUILD A HOUSE</u>		
Project description: <u>BUILD A 24' X 32' CAPE</u>		
Contractor's name, address & telephone: <u>DWIGHT</u>		
Who should we contact when the permit is ready: <u>STEVE BRADSTREET</u> Mailing address: _____ Phone: <u>888-1272</u> <u>JACOBS EDWARDS & KEECEY</u> <u>222 ST. JONAS ST., SUITE 314</u> <u>PORTLAND, ME 04102</u> <u>ext 12</u>		

JUN 18 2007

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: [Signature] Date: 6/15/07

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

MEMORANDUM

To: FILE

From: Molly Casto

Dept: DRC

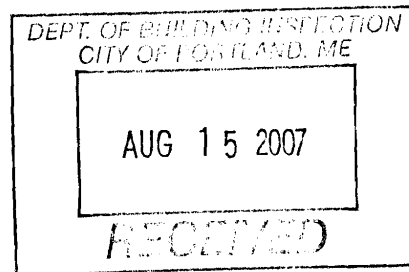
Subject: Application ID: 2007-0107

Date: 8/14/2007

Boundary survey and site plan has been approved with conditions. Approved drainage easement language submitted by applicant. See conditions of approval for details.

Approval Conditions of DRC

- 1 Applicant must submit copies of recorded drainage easement description with book and page number to Planning Division within 30 days of issuance of building permit.
- 2 Applicant must submit revised boundary survey to Planning Division, recorded with book and page number, within 30 days of issuance of building permit. The following revisions must be included on the final Boundary Survey:
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- 3 Once land transcation has occurred, applicant shall submit copies of recorded deed for property.
- 4 Applicant must submit copy of recorded Quitclaime Deed for Nickerson Street.
- 5 Applicant must stake limits of development prior to construction. Staked limits must be approved by City of Portland Development Review Coordinator.



Permit # 07-0724

Applicant: W: C, LLC

Date: 6/27/07

Address: Beaumont / Nickerson

~~Old~~ C-B-L: ~~2006-297-D-011~~ ^{297-D-008}
~~new CBL: 297-D-008~~

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R3

Interior or corner lot

Proposed Use/Work - build 24'x32' single family cape w/ full dormer on rear.

Sewage Disposal - city

Lot Street Frontage - 50' min - ~~103'~~ ^{103'} scaled along Beaumont St.

Front Yard - 25' min - 25' to front of house scaled (entry is 30ft & extends 6' - Ok section 14-425)

Rear Yard - 25' min - ~~72'~~ ^{83.5'} scaled from deck.

Side Yard - ^{25'} ~~1 1/2 story 8'~~ 27' scaled on right.

2 story 14' ^{side street} 20' ~~20' 37.5'~~ scaled on left

Projections - front entry 5x6, side entry 3x6, bulkhead 5x6, deck 10x10

Width of Lot - 65' min - 102.5' scaled

Height - 35' max - 21' scaled

Lot Area - 6,500 Φ - 13,874 Φ from Titcomb Survey

Lot Coverage Impervious Surface - 35% = 4,855.9 Φ

Area per Family - 6,500

Off-street Parking - 2 spaces required - 2 spaces shown past beyond 25' ^{front} ~~side~~ setback. Ok

Loading Bays - N/A

Site Plan - minor/minor 2007-0107

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 6 - zone X

* garage is not part of the permit.

24x32 = 768

5x6 = 30

3x6 = 18

5x6 = 30

10x10 = 100

946

From: Leslie Kaynor
To: Addressing group
Date: 6/26/2007 1:11:24 PM
Subject: 16 Beaumont St, Portland 04013, cbl 297 D011 - lead will be 297-D-008.

Hi

Here is a new address for 16 Beaumont St.

Please let me know if I can make any changes to this addressing notification format that would make your job easier.

Leslie

Leslie Kaynor
GIS Specialist
DPW Engineering
City of Portland
55 Portland Street
Portland, ME 04101
207-756-8346
fax 207-874-8852
lmk@portlandmaine.gov

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

2007-0107
Application I. D. Number

W & C Limited Liability Company

Applicant

17 Westland Ave , Portland , Me 04102

Applicant's Mailing Address

Steve Bradstreet

Consultant/Agent

Agent Ph: (207)828-1272 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Nickerson Rd, Portland, Maine

Address of Proposed Site

297 D008001

Assessor's Reference: Chart-Block-Lot

6/18/2007

Application Date

Single Family Home/ Beaumont/Nicker
Project Name/Description

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

Proposed Building square Feet or # of Units _____

Acreage of Site _____

Zoning _____

Check Review Required:

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

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 6/19/2007

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

- | | | | |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | _____ | _____ | _____ |
| | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ | _____ | |
| | date | amount | |
| <input type="checkbox"/> Building Permit Issue | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | _____ | _____ | _____ |
| | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ | <input type="checkbox"/> Conditions (See Attached) | _____ |
| | date | | expiration date |
| <input type="checkbox"/> Final Inspection | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Released | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ | _____ | _____ |
| | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | _____ | _____ | |
| | date | signature | |

PURCHASE AND SALE AGREEMENT - LAND ONLY

March 14 2007

March 31, 2007
 Effective Date as defined in Paragraph 26 of this P&S-Agreement

PARTIES: This Agreement is made between M. S. C. LLC

Slavinski

("Buyer" and
"Seller")

DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) all part of, () part of (see para. 22 for explanation) the property situated in municipality of Portland County of Cumberland State of Maine, located at Box 922 - Raymond/Norwegian/Hatch and described in deed(s) recorded at said County's Registry of Deeds Book(s) # 14 Page(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 50,000.00 65,000 Buyer has made; or X will make within 2 business days of the date of this offer, a deposit of earnest money in the amount of \$ 1,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 14, 2007 (date) 1:00 AM X 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 29, 2007 (closing date) or before, if agreed to 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, restrictions and reservations 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: real association fees, (other) None. 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 re-apportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

July 2007

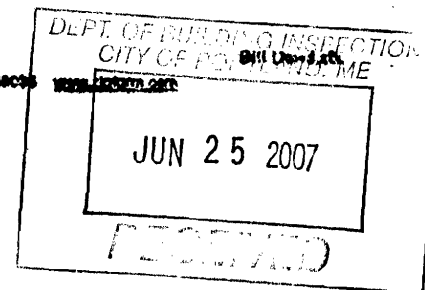
Page 1 of 4 P&S-LO

Buyer(s) Initials PSL Seller(s) Initials MS

Deed Properties: 1 Westland Ave, Portland ME 04103
 Phone: (207) 777-8220 Fax: (207) 777-0046

Deed Properties

Produced by ZipForm™ by RE: Omaha, LLC 10026 Fifteen Mile Road, Clinton Township, Michigan 48035



FROM : PAUL SLAVINSKI

FAX NO. : 6176662273

Mar. 31 2007 12:17PM P2

03/14/2007 15 18 FAX 2077736046

OWC PROPERTIES

03/14/07

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

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

Licensee makes no warranties regarding the condition, permitted use or value of Seller's 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: <u>Survey and Topo for Building Permit</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>60</u>	<u>Buyer</u>	<u>Buyer</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>Building Permit from City of Portland for a 24 x 34 Cape</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>75</u>	<u>Buyer</u>	<u>Buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>60</u>	<u>Buyer</u>	<u>Buyer</u>
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>Deeds for all lots to be provided to Buyer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>7</u>	<u>Seller</u>	<u>Seller</u>

Further specifications regarding any of the above:

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

July 2006

Page 2 of 4 - P&S-LO Buyer(s) Initials: PS Seller(s) Initials: AS

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

- a. This Agreement is subject to Buyer obtaining a 0 loan of 0 % of the purchase price, at an interest rate not to exceed 0.000 % and amortized over a period of 0 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 0 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 0 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 licensee.
- 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 0 points. Seller agrees to pay up to \$ 0 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 this paragraph shall be void.

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

Debra V. Dowd of Dowd Properties is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Debra V. Dowd of Dowd Properties 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: N/A No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within 0 days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

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

03/14/2007 15 20 FAX 2077730046

DOWD PROPERTIES

0057606

22. OTHER CONDITIONS:

Sale to include the following lots located on the Tax Maps of the City of Portland that are located on ~~Beaumont - Wagoner and Hicks St.~~ All lots that are owned by Slavinski.
 Lots: 297 D B - 9 - 10 - 294 C 57 - 58 - 59 - 60 - a portion of 61.

William J. Dowd is a licensed real estate Broker in the State of Maine and has ownership interest in W & C LLC

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 17 Westland Avenue, Portland, ME 04102.

WJ Dowd 03/14/2007
 BUYER _____ DATE _____ BUYER _____ DATE _____
 W & C 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
Paul Slavinski 3/28/07
 SELLER Slavinski _____ 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 Building Permits + Closing
unit August 1, 2007 DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER WJ Dowd _____ DATE _____
W & C LLC 6/5/07



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Page 4 of 4 - P&S-LO

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Equal Housing Opportunity

goes with slabs; lots

297

see

attach copy

PURCHASE AND SALE AGREEMENT - LAND ONLY

March 15, 2007

March 16, 2007 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between W+C LLC ("Buyer") and John F. Coyne ("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 Beaumont & Jackson St. and described in deed(s) recorded at said County's Registry of Deeds, Book(s) Being Assessors Mt 297-D-11 Page(s) -15000-

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 15,000-. Buyer has made; or will make within _____ business days of the date of this offer, a deposit of earnest money in the amount \$ 250-. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: John F. Coyne ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 3-15-07 (date) 11:00 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 15, 2007 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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

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

July 2006 Page 1 of 4 - P&S-LO Buyer(s) Initials _____ Seller(s) Initials JFC

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

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

Licensee makes no warranties regarding the condition, permitted use or value of Seller's 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"/>	60	Buyer	Buyer
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>Building + Fill Permit</u>	<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: <u>To determine location + cost to access</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	Buyer	Buyer
7. WATER Purpose: <u>To determine location + cost to access</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	Buyer	Buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: <u>If needed for city permit</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	90	Buyer	Buyer
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:

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

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

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

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

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

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

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

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

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

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

19. ADDENDA: Yes Explain: _____ No

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

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

22. OTHER CONDITIONS:

William J. Dowd, a member of WTC LLC,
is a licensed Maine Real Estate Broker.

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

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

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

Buyer's Mailing address is _____

BUYER

DATE

BUYER

DATE

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

Seller's Mailing address is _____

SELLER

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

July 30, 2007

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE



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pur.zfx

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	297 D011001
Location	NICKERSON RD
Land Use	VACANT LAND
Owner Address	COYNE JOHN F 10 WILDROSE LN SCARBOROUGH ME 04074
Book/Page	
Legal	297-D-11 NICKERSON RD BEAUMONT ST 4874 SF

Current Assessed Valuation

Land	Building	Total
\$3,900	\$ 0.00	\$3,900

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.112	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition

Sales Information

Date	Type	Price	Book/Page

Picture and Sketch

Picture	Sketch	Tax Map
-------------------------	------------------------	-------------------------

[Click here](#) to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

New Search!

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	297 D008001
Location	NICKERSON RD
Land Use	VACANT LAND
Owner Address	SLAVINSKI MARY 27 DIXON ST TARRYTOWN NY 10591
Book/Page	
Legal	297-D-8-9-10 NICKERSON RD 9000SF

Current Assessed Valuation

Land	Building	Total
\$25,700	\$ 0.00	\$25,700

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.207	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition

Sales Information

Date	Type	Price	Book/Page
08/02/1993	LAND		10885-112

Picture and Sketch

Picture	Sketch	Tax Map
-------------------------	------------------------	-------------------------

[Click here to view Tax Roll Information.](#)

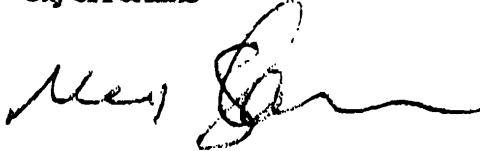
Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

New Search!

Re: Building Permits/New construction.

This letter gives W & C LLC permission to apply for a building permit on our land located on Beaumont, Nickerson, and Hicks St. All lots that are owned by Skvinski. Lots 297 D 8-9-10 - 294 C 57-58-59-60 - a portion of 61.

City of Portland



**Mary Slavinski
27 Dixon St.
Tarrytown, NY 10591**

**C
17 WESTLAND AVENUE
PORTLAND, MAINE 04102
207-773-6250**

JOHN F. COYNE
8 Wildrose Lane
Scarborough, ME 04074

June 8, 2007

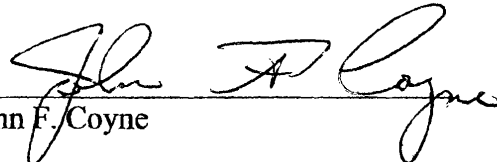
City of Portland
389 Congress Street
Portland, ME 04101

RE: Beaumont Street, Portland, Maine

To Whom It May Concern:

I, John F. Coyne, give my permission to James M. Wolf, of W&C LLC, to apply for a building permit on my land located on Beaumont Street, Portland, lot 297-D-11.

Signed:


John F. Coyne 6/8/07

Memorandum
Department of Planning and Development
Planning Division



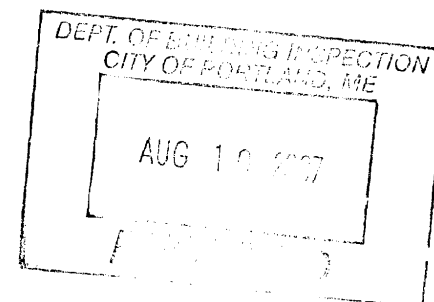
To: Marge Schmuckal
From: Molly Casto, Planner
Date: August 10, 2007
Re: Beaumont, Hicks and Nickerson- 2 single family homes

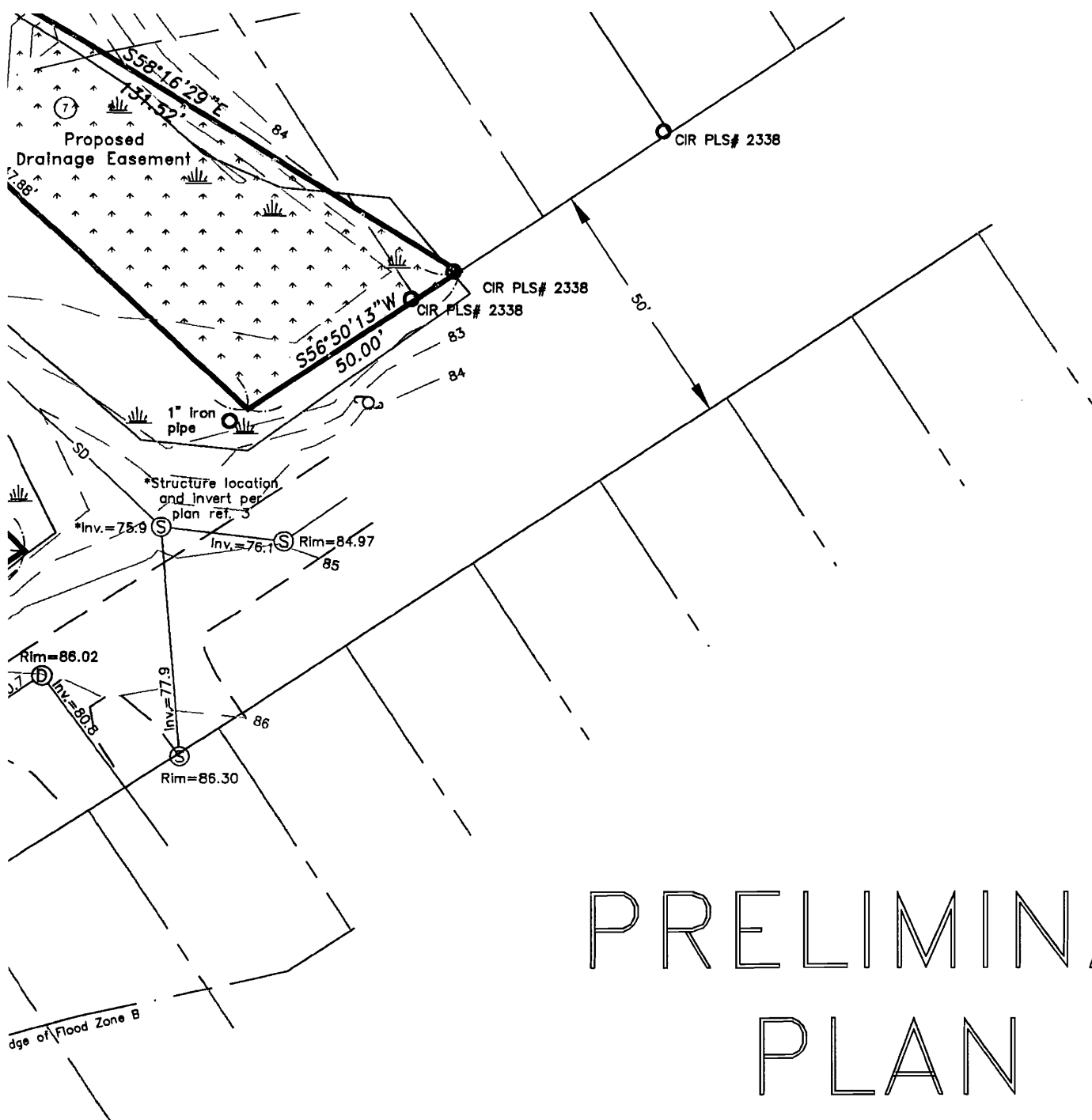
Hi Marge-

Here are the revised site plans for the two single-family homes on Beaumont Street. We had Jim revise the drainage easements for the City through both lots. The location of the easements has been approved by Planning and Public Works. I checked the revised site plans against what he submitted to Ann and I didn't see any other changes. Please double check to be sure that he has stayed in compliance with zoning.

Thanks!

Molly



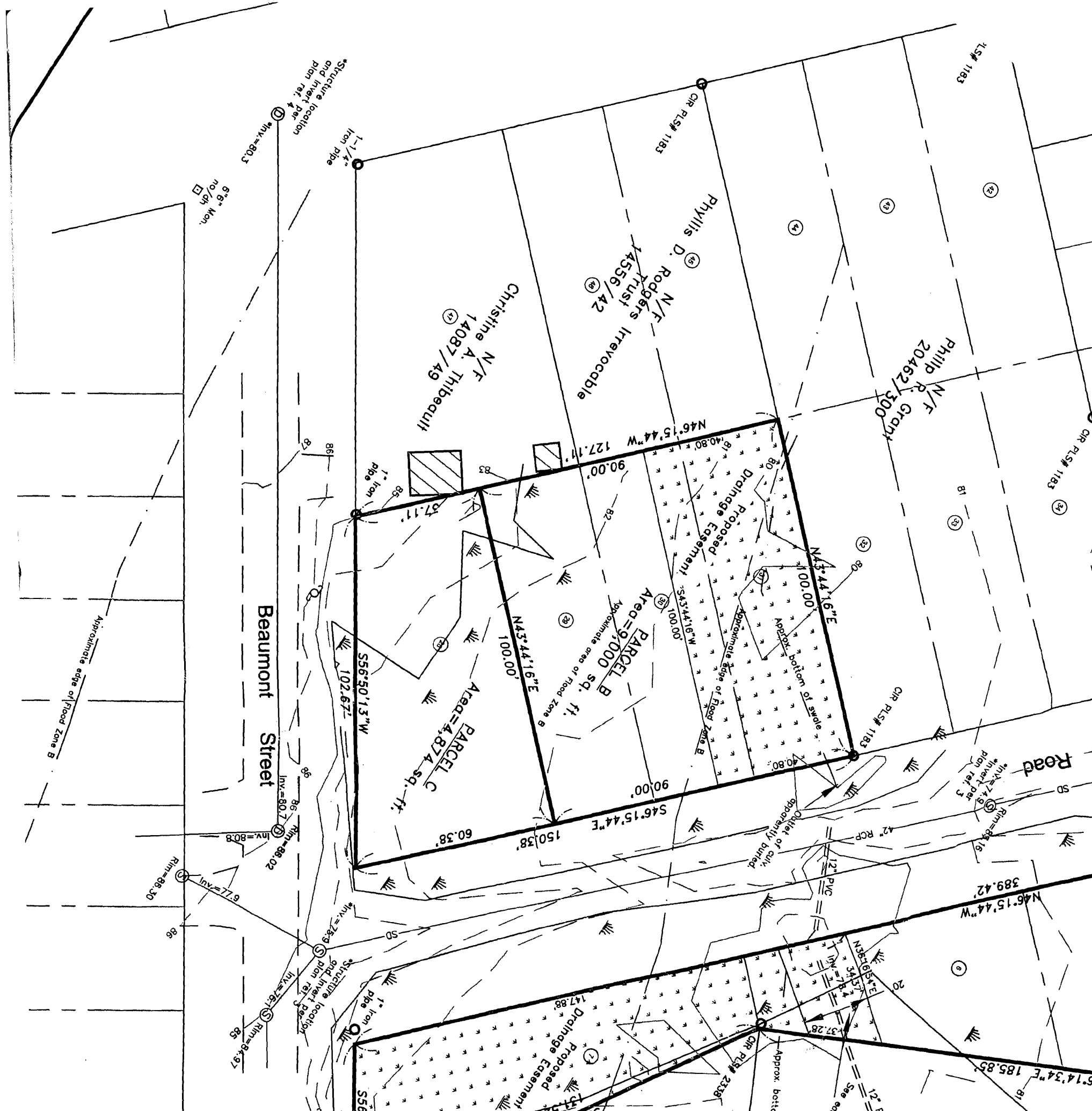


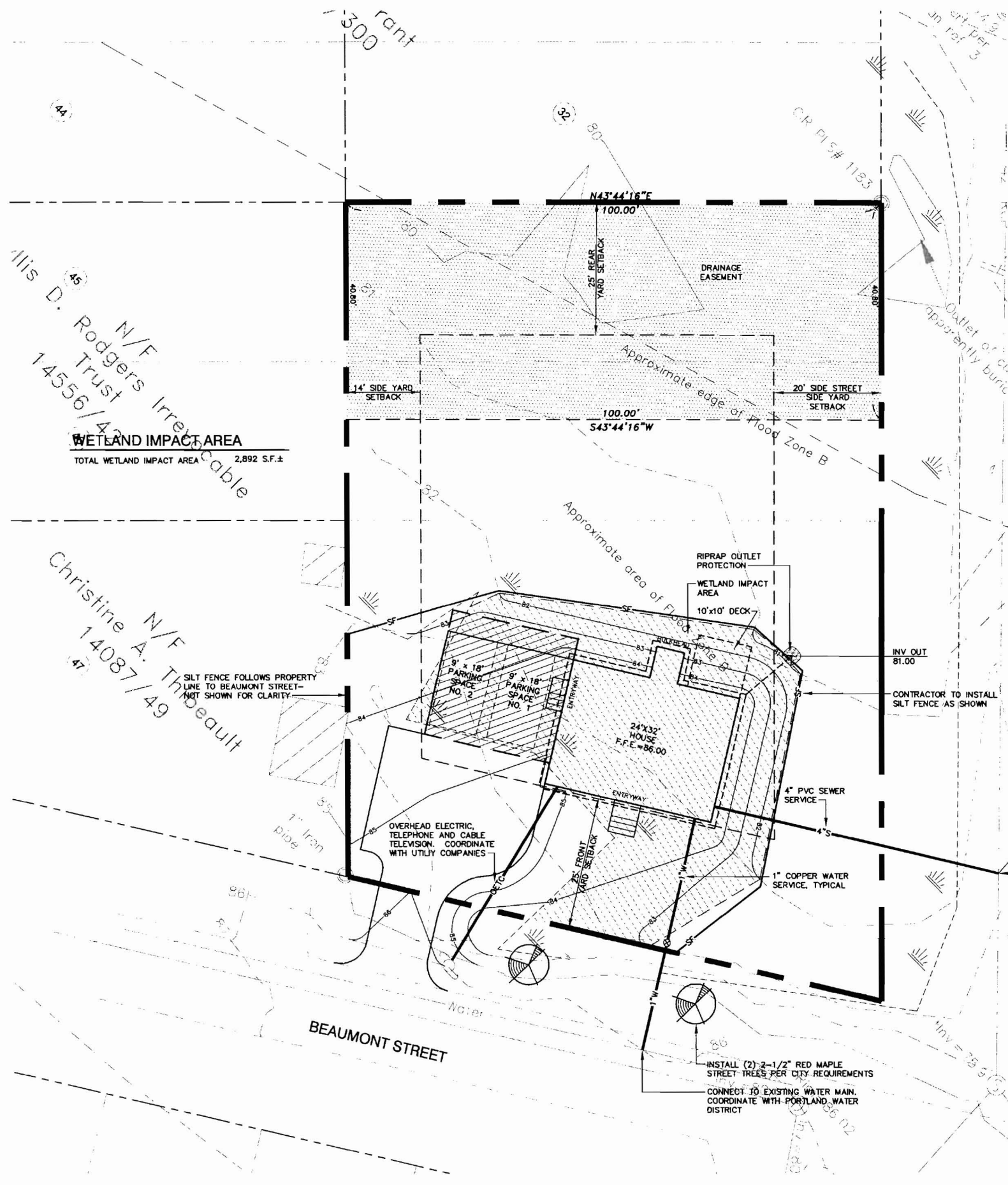
PRELIMINARY PLAN

CERTIFICATION

This survey conforms to the current standards of the
Maine State Board of Licensure for Land Surveyors.

Rex J. Croteau, Maine PLS #2273





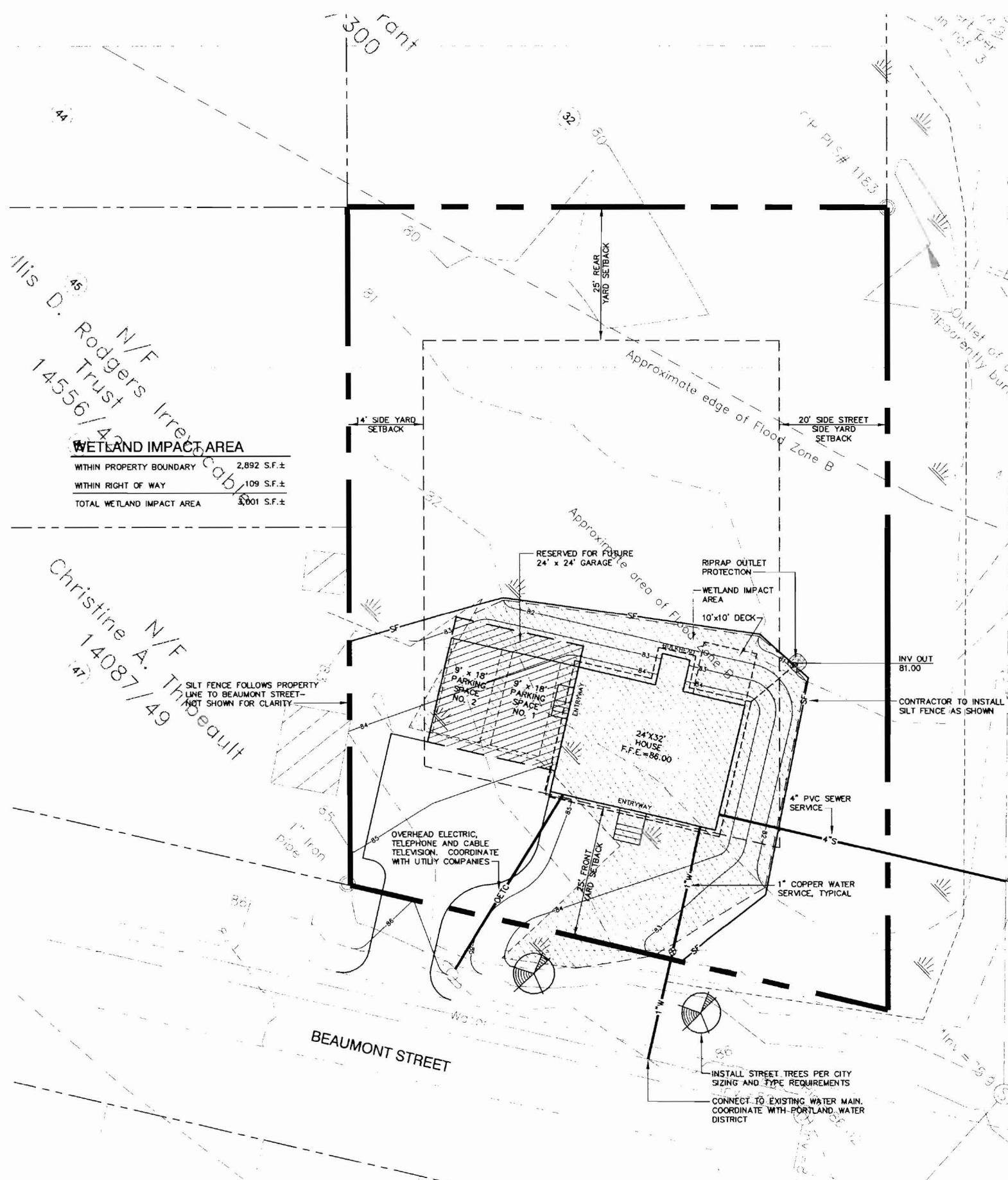
Ellis D. Rodgers Trust
 N/F
 14556/48
 Irretrievable
WETLAND IMPACT AREA
 TOTAL WETLAND IMPACT AREA 2,892 S.F.±

Christine A. Thibault
 N/F
 14087/49
 Silt fence follows property line to Beaumont Street - NOT SHOWN FOR CLARITY.

SITE PLAN
 SCALE: 1" = 10'



NORTH



Illis D. Rodgers Trust
N/F Irreversible
14556/42

WETLAND IMPACT AREA

WITHIN PROPERTY BOUNDARY	2,892 S.F.±
WITHIN RIGHT OF WAY	109 S.F.±
TOTAL WETLAND IMPACT AREA	3,001 S.F.±

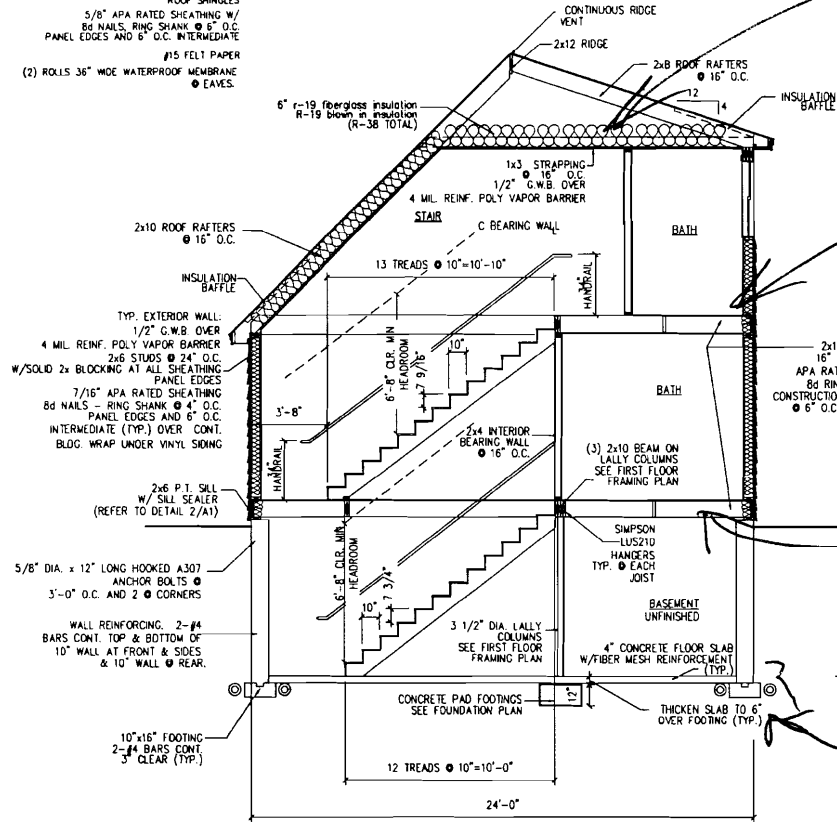
Christine A. Thibeault
N/F Thibeault
14087/49

SILT FENCE FOLLOWS PROPERTY LINE TO BEAUMONT STREET - NOT SHOWN FOR CLARITY

SITE PLAN
SCALE: 1" = 10'

TYPICAL ROOF CONSTRUCTION

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



R 38 ROOF INSULATION

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

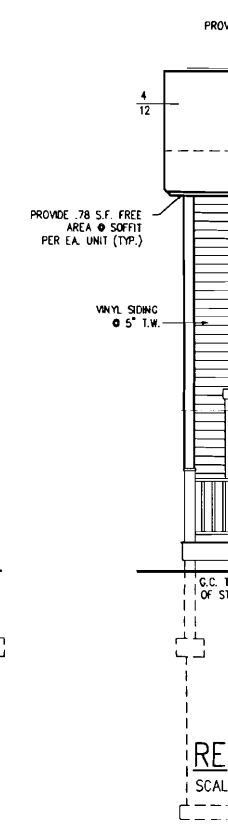
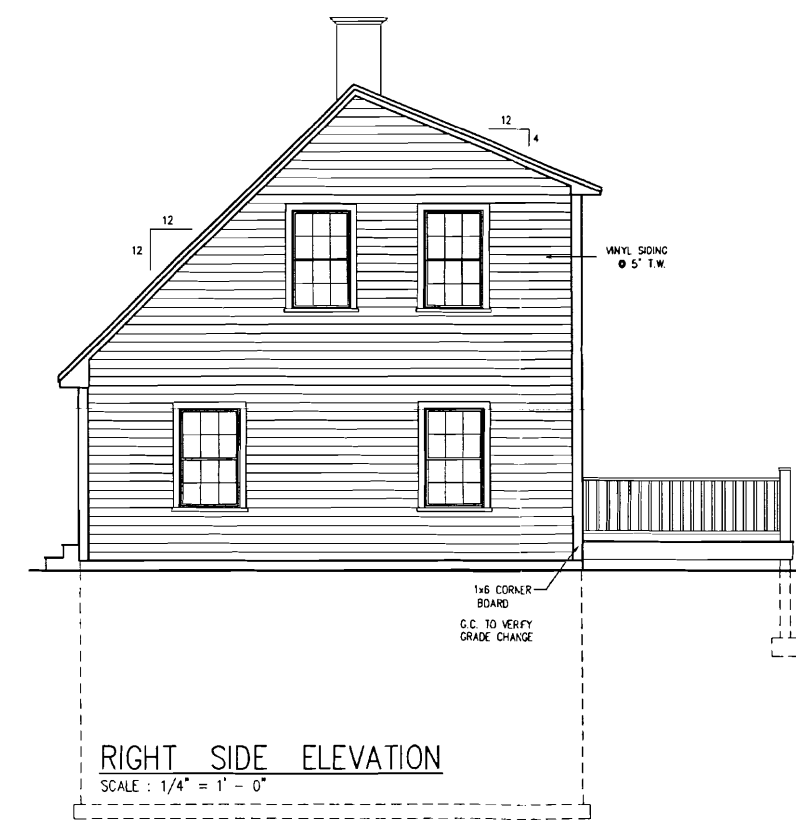
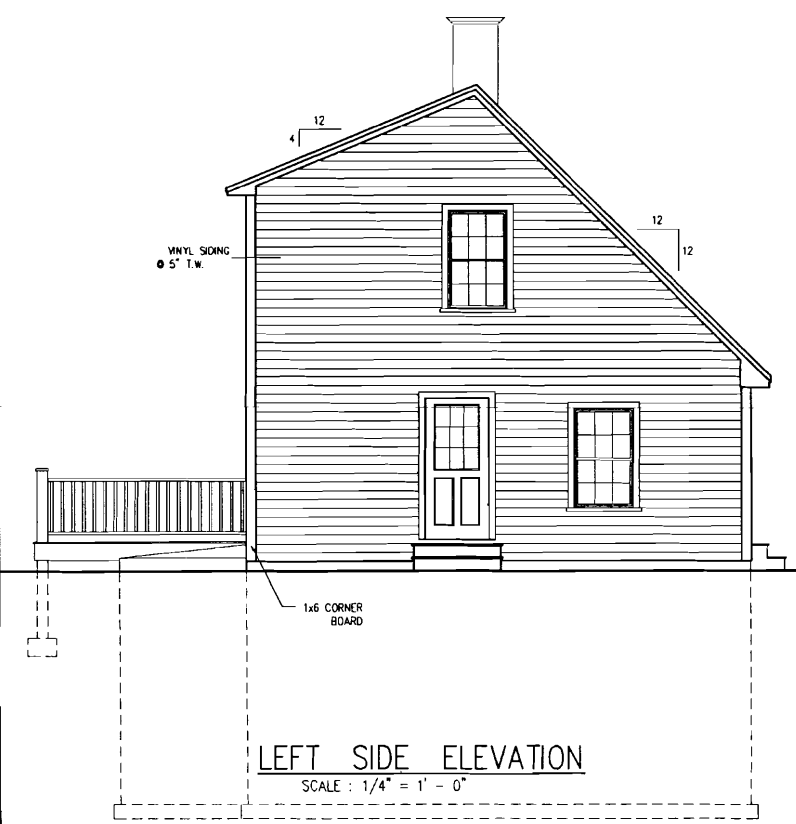
NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:
 2x6 JACK PLUS 2x6 KING UP TO 4'-6" ROUGH OPENING
 (2) 2x6 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING

WALL'S R 19 INSULATION

R 14 BASEMENT INSULATION

FOUNDATION FABRIC

SECTION THRU HOUSE
 SCALE: 1/4" = 1' - 0"



GENERAL NOTES:

- All work shall be in accordance with IBC Basic Building Code, NFPA-70 National Electric Code, Maine State Plumbing Code, ASHRAE, U.L., NFPA Codes, Americans with Disabilities Act 1990 (ADA) and all local, State and Federal requirements.
- All applicable Federal, State and Municipal regulations shall be followed, including the Federal Department of Labor Occupational Safety and Health act.
- All required City and State permits must be obtained before any construction begins.
- It is the contractor's sole responsibility to determine erection procedures and sequence to ensure the safety of the building and its components during erection. This includes the addition of necessary shoring, sheeting, temporary bracing, guys or tie-downs. Such material shall remain the property of the contractor after completion of the project.
- Structural, Mechanical, Electrical and Plumbing design and installation by others shall be performed in accordance with local, State and Federal standards.
- All fire ratings indicated shall be continuous to underside of fire rated ceiling or underside of roof deck. Seal all openings & mechanical penetrations with approved fire rating material.
- Building shall have approved smoke detectors in accordance with NFPA-101 Life Safety Code. Smoke detectors shall initiate alarm that is audible in the sleeping rooms of each unit.
- Portable fire extinguishers shall be provided in all hazardous areas in accordance with NFPA-101. Local authority having jurisdiction needs to provide written requirements.
- Balconies must maintain a 42" guardrail height and shall be kept free and clear of ice and snow at all times to ensure the second means of egress.
- HVAC installation to be in accordance with ASHRAE, NFPA-90A, OR NFPA-90B and all federal, local and State codes. Ventilation or heat equipment shall be in accordance with NFPA-91, NFPA-211, NFPA-31, NFPA-54 and NFPA-70 as applicable.

FOUNDATION NOTES:

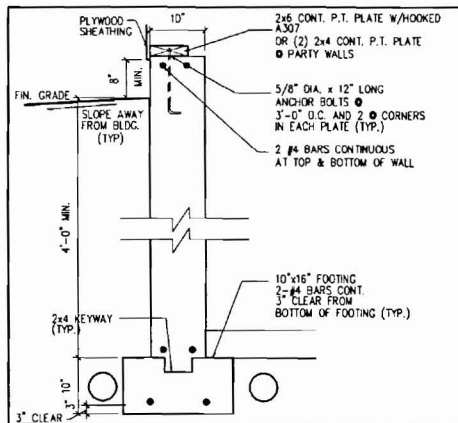
- PROVIDE SILL SEALER ON TOP OF ALL FOUNDATION WALLS
- FOUNDATION WALLS SHALL BE BACKFILLED SIMULTANEOUSLY ON BOTH SIDES
- ALL STEEL REINFORCING IN FOOTINGS TO BE A MINIMUM 3" CLEAR FROM BOTTOM OF FOOTING.
- ALL STEEL REINFORCING IN FOUNDATION WALLS BELOW GRADE TO BE MINIMUM OF 2" CLEAR FROM FACE OF WALL.
- ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE PRESERVATIVE TREATED W/CCA TO C.4//CF RETENTION PER AWWA.
- ALL CONCRETE SURFACES SHALL HAVE A STEEL TROWEL & LIGHT BROOM FINISH.
- SET BOTTOM OF FOOTINGS MIN. 4"-0" BELOW GRADE.
- SET ALL FOOTINGS ON UNDISTURBED SOIL OR COMPACTED STRUCTURAL FILL.
- RADIANT HEAT IN SLAB.
- FIRST FLOOR SLAB SHALL BE 4" THICK CONCRETE SLAB ON GRADE W/ FIBER MESH REINFORCEMENT. PROVIDE CONTROL JOINTS @ 15'x15' SPAACING (225SF).
- ALL CONCRETE SHALL BE 3000 PSI (F_c) STRENGTH AT 28 DAYS.
- ALL CONCRETE SHALL BE AIR ENTRAINED 4-5%/s.
- ALL OTHER ADMIXTURES SHALL BE PRE-APPROVED.
- WATERPROOFING / DAMP PROOFING ASPHALT TAR.

FRAMING NOTES:

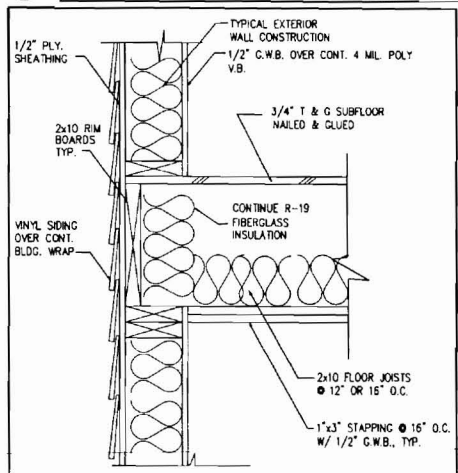
- ALL EXTERIOR WALLS TO BE 2X6 WOOD STUD WALLS @ 24" O.C. W/ 1/2" G.W.B. AND VAPOR BARRIER @ INSIDE FACE OF WALL, 5" BATT INSULATION (P-19), AND 7/16" APA RATED SHEATHING @ EXTERIOR FACE OF WALL.
- ALL INTERIOR WALLS TO BE 2X4 WOOD STUD WALLS (UNLESS NOTED OTHERWISE) W/ ONE LAYER 1/2" G.W.B. EACH SIDE.
- INSTALL BLOCKING BEHIND ALL SURFACE APPLIED FIXTURES, TRIM, AND SHELVES WHEN MOUNTED ON WALLS.
- THE LOCATION OF ALL DOOR FRAMES SHALL BE 4 1/2" (UNLESS NOTED OTHERWISE) FROM ADJACENT WALLS.

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

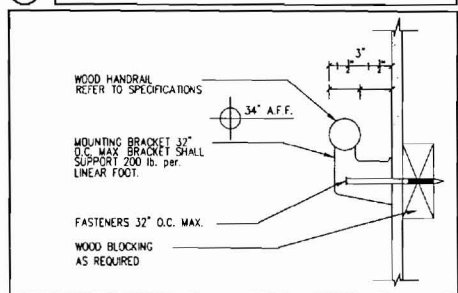
NOTE: PROVIDE JACKS BOTH ENDS AS FOLLOWS:
2x6 JACK PLUS 2x6 KING UP TO 4'-6" ROUGH OPENING
(2) 2x6 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING



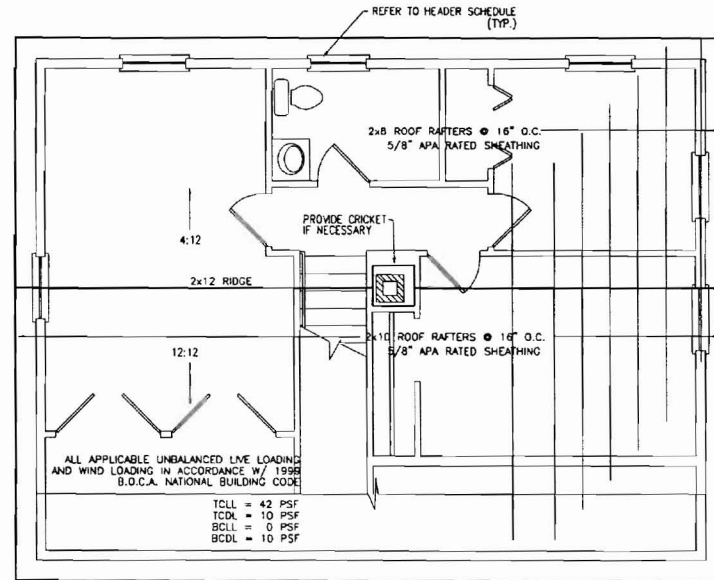
1 TYPICAL FOUNDATION WALL SCALE: 1" = 1'-0"



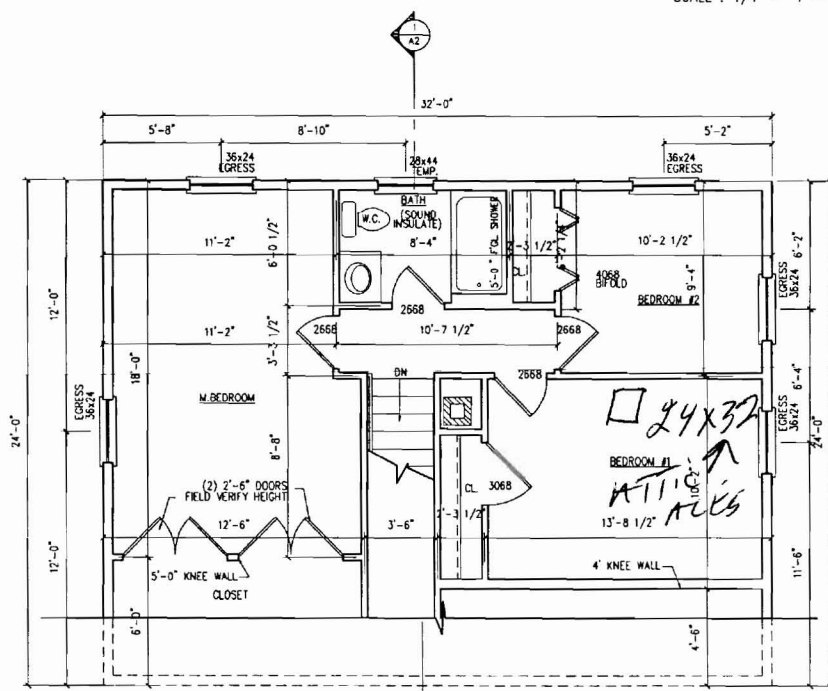
2 FLOOR FRAMING DETAIL SCALE: 1 1/2" = 1'-0"



HANDRAIL DETAIL

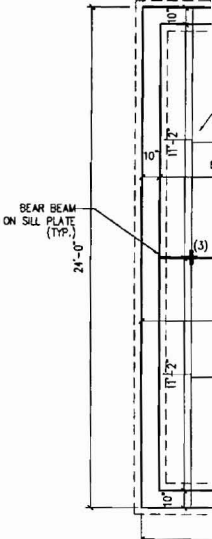


ROOF FRAMING PLAN SCALE: 1/4" = 1' - 0"



SECOND FLOOR PLAN SCALE: 1/4" = 1' - 0"

4" CONCRETE FLOOR SLAB W/FIBER MESH REINFORCEMENT OVER 6 MIL POLY VAPOR BARRIER OVER 5" COMPACTED STRUCTURAL FILL OR CRUSHED STONE ON UNDISTURBED SOIL MOST OF SLAB & PROVIDE CONTROL JOINTS AS SPECIFIED. (TYP.)



FOUNDATI

