

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
 Permit Number: 050855
SEP 8 2005
 CITY OF PORTLAND

This is to certify that MADDEN TIMOTHY L /Scott Pettis
 has permission to Single Family Home/ 40' x 28' Single family home 26' x 10' 339 J 050
50 FARRAGUT ST 339 J 050

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 _____
 DepartmentName

Jeanie Bernke 9/8/05
 Director - Building & Inspection Services
for Tammy M.

PENALTY FOR REMOVING THIS CARD

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 05-0858EF	Issue Date: 8 2005	CBL: B39 J052001
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Location of Construction: 84 Farragut St	Owner Name: Madden Timothy L	Owner Address: 28 Chestnut St CITY OF PORTLAND	Phone:
Business Name:	Contractor Name: Scott Pettis	Contractor Address: 41 Presidential Way Westbrook	Phone: 12078544846
Lessee/Owner's Name: K. H. Dunton 857-9297 x106	Phone: 892-6262 939-1726 (cell)	Permit Type: Single Family	Zone: R-3

Past Use:	Proposed Use: Single Family Home/ 40' x 28' Single family home w/ 26' x 10'	Permit Fee: \$2,232.00	Cost of Work: \$143,000.00	CEO District: 5
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Proposed Project Description: Single Family Home/ 40' x 28' Single family home w/ 26' x 10'	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type SB IRC-2003
	Signature:	Signature: AMB 9/8/05

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 06/23/2005	Zoning Approval
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone parcel zone C <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2005-0139 Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM OK with conditions Date: 8/5/05	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input 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 <input type="checkbox"/> Denied Date: _____ late: _____
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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: 05-0855	Date Applied For: 06/23/2005	CBL: 339 5052001
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Location of Construction: 84 Farragut St	Owner Name: Madden Timothy L	Owner Address: 28 Chestnut St	Phone:
Business Name:	Contractor Name: Scott Pettis	Contractor Address: 41 Presidential Way Westbrook	Phone (207) 854-4846
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home/ 40' x 28' Single family home w/ 26' x 10	Proposed Project Description: Single Family Home/ 40' x 28' Single family home w/ 26' x 10
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Location of Construction: 84 Farragut St	Owner Name: Madden Timothy L	Owner Address: 28 Chestnut St	Phone:
Business Name:	Contractor Name: Scott Pettis	Contractor Address: 41 Presidential Way Westbrook	Phone (207) 854-4846
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Comments:

0612912005-ldobson: LM w/ Scott Pettis need more info - Foundation plan, Fully labeled framing, cross sections, deck detail, header schedule, roof framing detail, real construction cost LJD

07/13/2005-ldobson: Came in and adjusted the cost of work to include basement costs. Charged an additional \$489 for permit 143000

08/10/2005-trmm: left message whuilder - unable to get thru to owner - need more info - spoke w/builder - left copies of review sheets out front

09/02/2005-dmartin: Located the info that was dropped off on Tues, took permit off hold and routed to Residential planners./dm



Residential 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: ⁸⁴ 704 FARRAGUT SE.		
Total Square Footage of Proposed Structure 1224	Square Footage of Lot 8610	
Assessor's Chart, Block & Lot Chart# 339 Block# J Lot# 5536-5T	Owner: Owner: TIMOTHY L MADDEN	Telephone:
Lessee/Buyer's Name (If Applicable) Kimberly Dunton	Applicant name, address & telephone: Kimberly Dunton PO Box 6401 Westbrook, ME 04092 207 892-6262	Cost Of Work: \$ 91,000 143,000 Fee: \$
Current Specific use: Residential Land vacant		
Proposed Specific use: Residential		
Project description: NEW CONSTRUCTION 40' x 28' w / 96' x 10' DECK		
Contractor's name, address & telephone: Scott Pettis 41 Presidential way - westbrook, me 04092		
Who should we contact when the permit is ready: Scott Pettis plus 5 days work of		
Mailing address: 41 Presidential way westbrook, me 04092 445-9073 cell Phone: 854-4846 home		

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

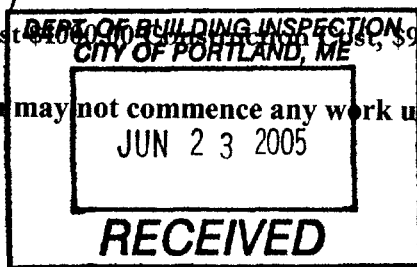
At the discretion of the Planning and Development Department, additional information may be required prior to permit approval. For further information stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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:	Date:
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Permit Fee: \$30.00 for the first \$1000.00 of building cost, \$9.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.



~~84~~ Farragut St.

Scott
405-9073

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)		
Component	Submitted Plan	Findings/Revisions/Dates
STRUCTURAL		
Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	9x18" 4' Deep 8" wall	9/6/05 Tel/con w/ contractor + New plans.
(1) Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Filter fabric	8/30 waterproof, drain OK
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
(2) Anchor Bolts/Straps, spacing (Section R403.1.6)	Size + spacing	OK 1/2" 6' o.c. @ corners
(3) Lally Column Type (Section R407)	3- 2x12's (Bearing wall under?)	1 Floor
Girder & Header Spans (Table R502.5(2))	Span need footing	- can span 8'10" OK
Built-up Wood Center Girder Dimension/Type	" "	
Sill/Band Joist Type & Dimensions	2 x 6 Pi	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's - 16" OC	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	N/A	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and	N/A 2x6 16" o.c.	ceiling tie in 3/4 of house

New Plans

R802.4(2))		
Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10's w/ LVL	Ridge Beam fasteners both ends of rafters
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	3/4" floor / 1/2" wall / 5/8" Roof	
Fastener Schedule (Table R602.3(1) & (2))	IRC 2003	
Private Garage (Section R309) Living Space ? (Above or beside)	N/A	
Fire separation (Section R309.2)		
Opening Protection (Section R309.1)	N/A	
6 Emergency Escape and Rescue Openings (Section R310)	not shown	Updated Plans OK
Roof Covering (Chapter 9)	Asphalt	
5 Safety Glazing (Section R308)	Bedroom - windows within 2' of doors	Removed OK
Attic Access (Section R807)	N/A	Attic Access 22x30 OK
6 Chimney Clearances/Fire Blocking (Chap. 10)	not shown	2" clearance & draftstop OK
7 Header Schedule (Section 502.5(1) & (2))	Not shown - need 2-2x10 in bearing wall	LVL's for ridge condition OK
8 Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-	Not shown	

need U factor windows $\leq .34$ OK
 Clngr - R-38
 walls - R-19
 Bsmnt - R-11
 floors - R-21

Factor Fenestration	N/A	OK
Type of Heating System	not shown oil	or Gas OK
Means of Egress (Sec R311 & R312)		
Basement 2		
Number of Stairways 5		
Interior 2		
Exterior 3		
Treads and Risers (Section R311.5.3) not shown	7 1/2" x 11"	
Width (Section R311.5.1) not shown	3'	OK
Headroom (Section R311.5.2) - 6'-8"		
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3) not shown	3'	
Smoke Detectors (Section R313) Location and type/Interconnected	not shown	as per code OK
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A	
Deck Construction (Section R502.2.1)	not shown	OK

Shows 2-2x10 Needs 3-2x10 Beam @ 10'-15' width
 max = 8'6"
 36" Guard L 4" space handrails w/ returns
 per contractor 9/6/07

84 Farragut St.

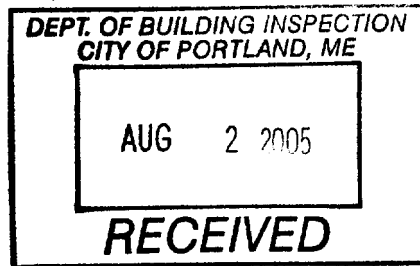
is the lot purchased
to build a home.

permit no.

05-0855

Kimberly McIntire

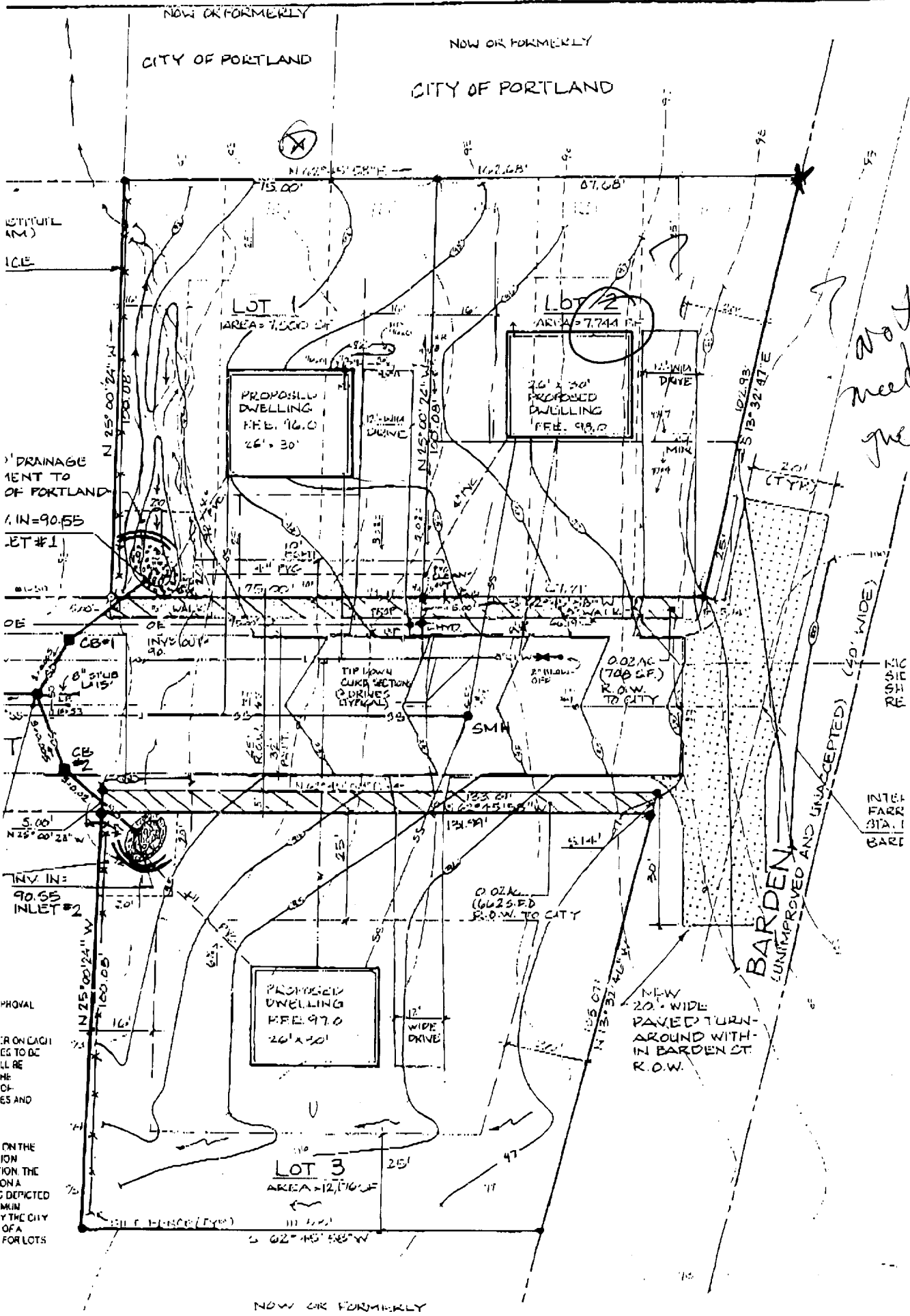
8-2-05



28X

32X28-

47



not need the site plan

Applicant: for future owner Kimberly Danton Date: 7/21/05

Address: 84 Farragut St

C-B-L: 339-J-55-56-57 52-53-54

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New lot

1 is This The right lot

permit # 05-0855

Zone Location - R-3

Interior or corner lot -

~~Barren St on right underdeveloped~~ This is not the corner lot but the interior lot

Proposed Use/Work - to construct new single family home

Sewage Disposal - City

Lot Street Frontage - 50' min - 75' + shown

Front Yard - 25' min - 25' shown

Rear Yard - 25' min - 25' shown

~~Side Yard - 20' min - 20' shown~~

2 story - 14' abutting neighbor on left 16.01 ± 15'

Projections - rear bulkhead - rear deck

Width of Lot - 65' min - 75' shown

Height - 35' max - 22' scaled to ridge

Lot Area - 6,500 sq ft min ~~6,500~~ shown

2625 sq ft MAX

Lot Coverage/Impervious Surface - 35% max = ~~30.15~~ MAX

Area per Family - 6500 sq ft

Off-street Parking - 2 parking spaces req - 2 shown

Loading Bays - N/A

Site Plan -

minor/minor # 2005-0139

Shoreland Zoning/Stream Protection -

N/A

Flood Plains - Panel 7 - Zone C

received revised - scaled site plan on 8/5/05

still ok

28 x 40 = 1120 sq ft
10 x 26 = 260
4 x 5 = 20
4.5 x 17 = 76.50
5 x 5 = 25
4 x 8 = 32
4 x 4 = 16
1557.5 sq ft

Permit Number
Checked By/Date



Generated by *REScheck* Package Generator
Compliance Certificate

Project Title: **84** Farragut St

Energy Code: **2003 IECC**
 Location: **Portland, Maine**
 Construction Type: **Single Family**
 Window-to-Wall Ratio: **0.15**
 Heating Degree Days: **7378**

Report Date:

Date of Plans:

Project Information:

Builder Information:
 Kimberly Dutton

Project Notes:

Compliance: Passes

Assembly	Cavity R-Value	Cont. R-Value	Glazing or Door U-Factor
Ceiling:	38.0	0.0	
Wall:	19.0	0.0	
Window:			0.330
Door:			0.350
Floor:	21.0	0.0	
Furnace: : 85 AFUE			

Statement of Compliance: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2003 IECC requirements in the REScheck Package Generator and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

 Builder/Designer

 Company Name

 Date

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

Zoning Copy

2005-0139

Application I. D. Number

6/23/2005

Application Date

Single Familv Home 40'x 28'

ProjectName/Description

Madden Timothy L

Applicant

28 Chestnut St , Portland, ME

Applicant's Mailing Address

Marge Schmuckal

Farragut St , Portland, Maine

Address of Proposed Site

339 J055001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

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

40' x 28'

1224

Proposed Building square Feet or # of Units

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 6/28/2005

Zoning Approval Status:

Reviewer _____

- Approved** **Approved w/Conditions** **Denied**
See Attached

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

May 15 2005

<p>5-16-05</p> <p>Effective Date is defined in Paragraph 20 of this Agreement.</p>	<p>Effective Date</p>
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1. PARTIES: This Agreement is made between Kim Dunton, Dean Dunton (hereinafter called "Buyer") and Timothy Madden (hereinafter called "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 Farragut Street (lot#1) and described in deed(s) recorded at said County's Registry of Deeds Book(s) 22245 137, Page(s) _____.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 92,000.00 of which DEPOSIT \$ is included herewith as an earnest money deposit, and an additional amount of ~~DEPOSIT \$ 1,000.00~~ will be paid 7 Days on 5/16/05. The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 91,000.00

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

4. EARNEST MONEY/ACCEPTANCE: Reals Realty, LLC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 15, 2005 (date) 9:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. 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 Please see #26 * (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 by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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.

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. INSPECTIONS: 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: <u>Building Permits</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>21</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 Permits</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>40</u>	<u>Buyer</u>	<u>Buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: <u>Electric</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>21</u>	<u>Buyer</u>	<u>Buyer</u>
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>21</u>	<u>Buyer</u>	<u>Buyer</u>
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>21</u>	<u>Buyer</u>	* <u>Buyer</u>
10. ZONING VARIANCE Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>21</u>	<u>SUP =</u>	<u>Buyer</u>
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>21</u>	<u>Buyer</u>	<u>Buyer</u>
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:

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.

Rev. December 2005

Page 2 of 4 - P&S-LO Buyer(s) Initials KO DD Seller(s) Initials [Signature]

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D:\m\zfx

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

- a. This Agreement is subject to Buyer obtaining a Construction loan of 80,000 % of the purchase price, at an interest rate not to exceed 9.000 % and amortized over a period of End Loan 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 2 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 25-31 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 0 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.
- 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:

Shawn Levier of Realty Realty, LLC is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

[Signature] of [Signature] 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, to the other party or their agents. 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. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. 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 understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors 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: Subject to the sale and closing of buyers home located at #187 Taft Ave, Portland. due to close on 5/31/2005.

* Buyer will close on property with 72 hours of receiving building permits.

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 Bureau of Taxation.

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.

KD Kimberly Dunton _____
BUYER Kim Dunton SS# OR TAXPAYER ID#
DD Dean Dunton _____
BUYER Dean Dunton SS# OR TAXPAYER ID#

Buyer's Mailing address is _____
Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay Agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 28 CHESTNUT ST. O.D.B. ME 04064
Timothy Madden 5/15/05 005-72-9939
SELLER DATE SS# OR TAXPAYER ID#

SELLER _____ DATE _____ SS# OR TAXPAYER ID# _____

Offer reviewed and refused on _____ day of _____

SELLER _____ SELLER _____

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

The parties acknowledge that until signed by 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 _____

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 339 J055001
Location FARRAGUT ST
Land Use VACANT LAND

Owner Address MADDEN TIMOTHY L
 28 CHESTNUT ST
 OLD ORCHARD BEACH ME 04064

Book/Page 22245/137
Legal 339-J-55-56-57
 FARRAGUT ST 90-94
 BARDEN ST
 8610 SF

Current Valuation Information

Land	Building	Total
\$33,180	\$0	\$33,180

New Estimated Valuation Information

Land	Building	Total	Phase-In Value
\$63,600	\$0	\$63,600	\$48,390

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.198	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
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Safes Information

Date	Type	Price	Book/Page
01/20/2005	LAND	\$86,500	22245-137

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.

HANCOCK

BUILDING SOLUTIONS™

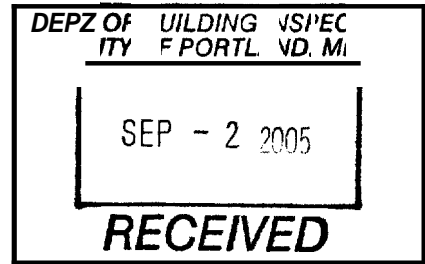
CLASSIC II Double Hung

	36x60	44x60	48x80
Class	Res	Non-Res	Non-Res
Overall Rating	H-HR35	H-HR35	H-HR30
Air Infiltration (scfm/ft ²)	.1	.1	.1
Water Rating (psf)	5.25	5.25	4.5
Design Pressure	90	75	52.5
Structural Rating	R60	R50	R35
Unit U value-Clear	.49	.49	.49
Unit U value-Low E ²	.33	.34	.34
Unit U value- Low E ² /Argon	.29	.30	.30
Glass U value-Clear	.49	.49	.49
Glass U value-Low E ²	.30	.30	.30
Glass U value- Low E ² /Arg	.25	.25	.25

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CLASSIC I Single Hung

	36x60	44x60
Class	Res	Non-Res
Overall Rating	H-HR35	H-HR30
Air Infiltration (scfm/ft ²)	.19	12
Water Rating (psf)	5.25	5.25
Design Pressure	90	45
Structural Rating	R60	R30
Unit U value-Clear	.49	.49
Unit U value-Low E ²	.33	.34
Unit U value- Low E ² /Argon	.29	.30
Glass U value-Clear	.49	.49
Glass U value-Low E ²	.30	.30
Glass U value- Low E ² /Arg	.25	.25



CLASSIC Casement

	17x48	24x48	30x60
Class	Res	*	Non-Res
Overall Rating	C-R70 *		C-R45
Air Infiltration (scfm/ft ²)	.01		.01
Water Rating (psf)	10.5	*	10.5
Design Pressure	105	*	67.5
Structural Rating	R70		R45
Unit U value-Clear	.45	.45	.46
Unit U value-Low E ²	.33	.33	.32
Unit U value- Low E ² /Argon	.30	.30	.29
Glass U value-Clear	.49	.49	.49
Glass U value-Low E ²	.30	.30	.30
Glass U value- Low E ² /Arg	.25	.25	.25