

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION
PERMIT

PERMIT ISSUED
Permit Number: 060521
MAY 19 2006
CITY OF PORTLAND

This is to certify that Nicole Ferrante/White Home James White
has permission to build a new 28' x 34' single family home with a 24' x 12' attached garage
AT 83 FARRAGUT ST SE 339 1025001

provided that the person or persons who perform or supervise the construction accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Notification of inspection must be given and when permission is procured before this building or part thereof is started 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] 5/19/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0521	PERMIT ISSUED	APPL: []	TBL: 339 L025001
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Location of Construction: 83 FARRAGUT ST	Owner Name: Nicole Ferrante	Owner Address: 66 Glenridge	Phone:
Business Name:	Contractor Name: White Homes/ James White	Contractor Address: 2 Farwell Court	Phone: 2078783361
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Land	Proposed Use: Single Family Home/ build a new 28' x 34' single family home w/ a 24' x 24' attached garage	Permit Fee: \$1,374.00	Cost of Work: \$142,000.00	CEO District: 5
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FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: R-3 Type: SB IRC 2003
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>

Proposed Project Description:
build a new 28' x 34' single family home w/ a 24' x 24' attached garage

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: 0411312006	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland <i>NA</i></p> <p><input type="checkbox"/> Wetland <i>NA</i></p> <p><input type="checkbox"/> Flood Zone <i>panel-zone C</i></p> <p><input type="checkbox"/> Subdivision</p> <p><input checked="" type="checkbox"/> Site Plan</p> <p><i>2006-0076</i></p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/></p> <p><i>OK w/ conditions</i></p> <p>Date: <i>5/10/06</i> <i>ABM</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p><i>ABM</i></p> <p>Date:</p>
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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
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389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 06-0521	Date Applied For: 04/13/2006	CBL: 339 L025001
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Location of Construction: 83 FARRAGUT ST	Owner Name: Nicole Ferrante	Owner Address: 66 Glenridge	Phone:
Business Name:	Contractor Name: White Homes/ James White	Contractor Address: 2 Farwell Court Westbrook	Phone (207) 878-3361
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	
Proposed Use: Single Family Home/ build a new 28' x 34' single family home w/ a 24' x 24' attached garage	Proposed Project Description: build a new 28' x 34' single family home w/ a 24' x 24' attached garage		

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 05/11/2006

Note: **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) This property shall be a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 4) 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.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 05/19/2006

Note: **Ok to Issue:**

- 1) As discussed, hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) Separate permits are required for any electrical, plumbing, or heating.
- 3) A copy of the enclosed chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 4) The basement is NOT approved as habitable space.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 04/26/2006

Note: **Ok to Issue:**

- 1) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 2) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext. 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 3) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 4) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 5) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.
- 6) A street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 04/26/2006

Note: **Ok to Issue:**

Location of Construction: 83 FARRAGUT ST	Owner Name: Nicole Ferrante	Owner Address: 66 Glenridge	Phone:
Business Name:	Contractor Name: White Homes/ James White	Contractor Address: 2 Farwell Court Westbrook	Phone (207) 878-3361
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

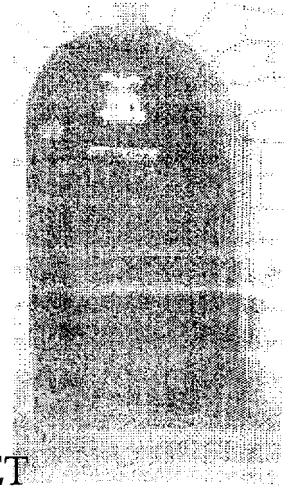
Comments:

5/5/06-amachado: Left message with Jim White at his office. Building plans need to match site plans - front steps

City of Portland
INSPECTION SERVICES

Room 315
389 Congress Street
Portland, Maine 04101

Telephone: 207-874-8703 or 207-874-8693
Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

TO: <u>Jim White</u>	FROM: _____
FAXNUMBER: <u>878 3341</u>	NUMBER OF PAGES, WITH COVER: _____
TELEPHONE: _____	RE: <u>88 Farragut St</u>
DATE: _____	

Comments: *Still Need R-Values +
U-Values of windows*

838 Fenway

Perk #
818-3361

Jim White 838-3342

ONE AND TWO FAMILY		PLAN REVIEW	CHECKLIST	
Soil type/Presumptive Load Value (Table R401.4.1)	Component	Submitted Plan	Findings	Revisions
STRUCTURAL				
Footing Dimensions/Depth (Table R403.1 & R403.1(1)), (Section R403.1 & R403.1.4.1)		OK		
Foundation Drainage, Fabric, <u>Damp proofing</u> (Section R405 & R406)		Not noted	OK	S1
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY		N/A		
Anchor Bolts/Straps, spacing (Section R403.1.6)		1/2" x 1 1/2" - 4' o.c. - Notes		
Wally Column Type (Section R407)		3-2x12s - Max span - 6'-3" Right side over shows 7'-0" - OK		
Girder & Header Spans (Table R 502.5(2))		" "		
Built-Up Wood Center Girder		" "		
Dimension/Type		Not shown		2x6 PT OK per JW
Sill/Band Joist Type & Dimensions				
First Floor Joist Species				
Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))		OK - 2x10s		
Second Floor Joist Species				
Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))		2x10s - OK		
Attic or additional Floor Joist Species				
Dimensions and Spacing (Table R802.4(1) and R802.4(2))		OK		

Pitch, Span, Spacing & Dimension Table R802.5.1(1) - R 802.5.1(8) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10s - OK	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	Roof 1/2" Walls 1/2" 3/4" Floor	
Fastener Schedule (Table R602.3(1) & (2))	Per TRC	
Private Garage (Section R309) Living Space? <i>Future</i> (Above or beside)		
Fire separation (Section R309.2)	5/8"	
Opening Protection (Section R309.1)	OK - noted	AS - OK
Emergency Escape and Rescue Openings (Section R310)	Noted #8	AS - OK
Roof Covering (Chapter 9)	Asphalt	
Safety Glazing (Section R308)	Noted #8	AS - OK
Attic Access (Section R807)	Not shown	OK AS
Chimney Clearances/Fire Blocking (Chap. 10)	OK - Noted AS	
Header Schedule (Section 502.5(1) & (2))	Not shown	OK AC
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U- Factor Fenestration	Noted R-Values of	R-38 - Roof R-19 - walls

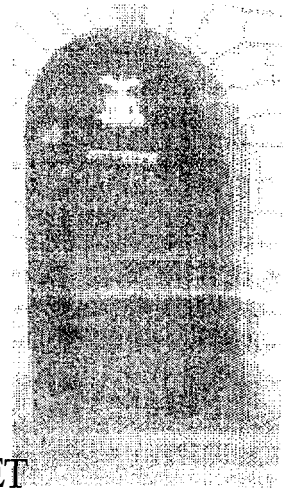
Walls, Floors, Roof & U-Value of window - R-21 - Floor
0.35 - Parallel

<p>Type of Heating System</p>	<p>Not shown - furnace</p>	
<p>Means of Egress (Sec R311 & R312)</p>		
<p>Basement /</p>		
<p>Number of Stairways /</p>		
<p>Interior /</p>		
<p>Exterior /</p>		
<p>Treads and Risers (Section R311.5.3)</p>	<p>10" T, 7 1/4" R</p>	
<p>Width (Section R311.5.1)</p>	<p>4'</p>	<p>OK</p>
<p>Headroom (Section R311.5.2)</p>	<p>6'-8"</p>	
<p>Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)</p>	<p>OK</p>	
<p>Smoke Detectors (Section R313)</p>	<p>OK - AS Noted</p>	
<p>Location and type/Interconnected</p>	<p>noted AS</p>	
<p>Draftstopping (Section R502.12) and Fireblocking (Section (R602.8)</p>	<p>N/A</p>	
<p>Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)</p>	<p>N/A</p>	
<p>Deck Construction (Section R502.2.1)</p>	<p>N/A</p>	

City of Portland
INSPECTION SERVICES

Room 315
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Portland, Maine 04101

Telephone: 207-874-8703 or 207-874-8693
Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

TO: <u>Sim White</u>	FROM: <u>Tummy Munson</u>
FAXNUMBER: <u>878-336</u>	NUMBER OF PAGES, WITH COVER: <u>4</u>
TELEPHONE: _____	RE: <u>83 Farragut</u>
DATE: _____	

Comments:



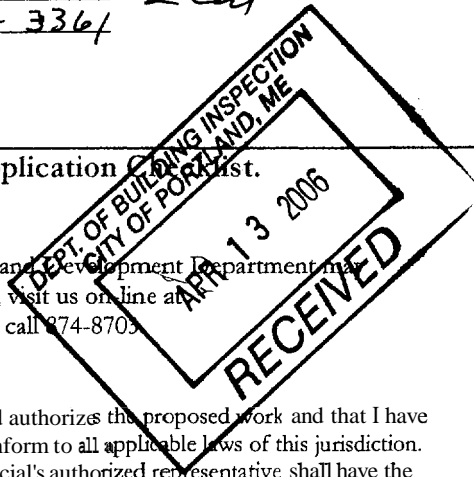
General Building Permit Application

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>83 Farnum</u>		
Total Square Footage of Proposed Structure <u>1768</u>	Square Footage of Lot 1768 <u>13,315</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>339</u> Block# <u>L</u> Lot# <u>25-29</u>	Owner: <u>Nike Ferrante</u>	Telephone:
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>James White</u> <u>2 Farwell Court</u> <u>Westbrook Me 04092</u>	cost Of Work \$ <u>143,000.00</u> Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>Vacant Land</u> If vacant, what was the previous use? _____ Proposed Specific use: _____		
Project description: <u>single family new home. with attached</u> <u>2 car garage + un finished area above garage -</u> <u>24x24</u> <u>26x34</u> <u>34'x28'</u>		
Contractor's name, address & telephone: <u>J</u> <u>2 Farwell Court</u> <u>Westbrook Me</u> <u>04092</u>		
Who should we contact when the permit is ready: <u>J. White</u> <u>838-3342 cell</u>		
Mailing address: _____ Phone: <u>office 878-3361</u>		

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

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



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

Signature of applicant: <u>James White</u>	Date: <u>4/13/2006</u>
--	------------------------

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

Applicant: Nicole Ferrante

Date: 5/5/06

Address: 83 Farragut St.

C-B-L: 329-L-025
permit# DL-0521

CHECK-LIST AGAINST ZONING ORDINANCE

Date - $\$$ new

Zone Location - P3

Interior of corner lot -

Proposed Use/Work - build 2 story new single family (34x28') w/ attached 2 car garage (24x24')

Sevage Disposal - City

Lot Street Frontage - 50' min - 131.99' given

Front Yard - 25' min - 28.5' scaled to front steps (325' to have)

Rear Yard - 25' min - 40' scaled

Side Yard - 2 strips 14' - 39.5' scaled
side street 20' - 21' scaled

Projections - front entry 5x4 (steps)

Width of Lot - 65' min - 120'

Height - 35' max - 23'

Lot Area - 6,500 Φ - 12,175.9 Φ given

Lot Coverage Impervious Surface - 35% 4261.57

$34 \times 28 = 952$

$24 \times 24 = 576$

ok

$952 + 576 = 1528$
 $\frac{1528}{1548}$

Area per Family - 6,500 Φ

Off-street Parking - 2 spaces required

Loading Bays - N/A

Site Plan - 2006-0076 minor/minor

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - parcel 1 - zone C

no daylight basement

From: Jay Reynolds
To: Single Family Signoff
Date: 4/26/2006 3:59:10 PM
Subject: 83 Farragut Street

Id#2006-0076, CBL 339L025,
Approvals with conditions have been entered in urban insight for this application.

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

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

Zoning Copy

2006-0076

Application I. D. Number

411 312006

Application Date

Single Family Home

Project Name/Description

Nicole Ferrante

Applicant

66 Glenridge Drive, Portland, ME 04102

Applicant's Mailing Address

James White / White Homes

Consultant/Agent

Agent Ph: (207)878-3361

Agent Fax: (207) 878-3361

Applicant or Agent Daytime Telephone, Fax

Marge Schmuckal

83 - 83 Farragut St, Portland, Maine

Address of Proposed Site

339 L025001

Assessor's Reference: Chart-Block-Lot

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

Proposed Building square Feet or # of Units 13315 Acreage of Site _____ Zoning _____

Check Review Required:

- Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Pla \$50.00 Subdivision _____ Engineer Review \$250.00 Date 4/13/2006

Zoning Approval Status:

Reviewer _____

- Approved Approved w/Conditions See Attached Denied

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

- Condition Compliance _____ signature _____ date _____

Performance Guarantee

Required.

Not Required

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

- Performance Guarantee Accepted _____ date _____ amount _____ expiration date _____
 Inspection Fee Paid _____ date _____ amount _____
 Building Permit Issue _____ date _____
 performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____
 Temporary Certificate of Occupancy _____ date _____ Conditions (See Attached) _____ expiration date _____
 Final Inspection _____ date _____ signature _____
 Certificate Of Occupancy _____ date _____
 Performance Guarantee Released _____ date _____ signature _____
 Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date _____
 Defect Guarantee Released _____ date _____ signature _____



LendersNetwork

Mortgage Specialists

LANNIE

FACSIMILE TRANSMITTAL SHEET

To:

~~Whamit May Connessi~~

From:

David Fournier

FAX NUMBER

874-8716

Date:

4/14/06

COMPANY:

TOTAL NO. OF PAGES INCLUDING COVER:

6

PHONE NUMBER:

Re:

87 Farragut, Portland Purchase & Sales

URGENT

FOR REVIEW

PLEASE COMMENT

PLEASE REPLY

PLEASE RECYCLE

NOTES/COMMENTS:

250 U.S.ROUTE 1 • SCARBOROUGH, ME 04074

PHONE: 207-883-8880 • FAX: 207-883-8838

T-569 P001/006 F-983

12078838838

04-14-'06 04:12 FROM-Lenders Network

Mar 13 06 04:23p Archie Giobbi

207888285

p.2

2006-03-01 08:36

207888285

P 2/5

PURCHASE AND SALE AGREEMENT - LAND ONLY P.W.M. LLC

January 30, 2006

March 2, 06 Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Nicole Ferrante and Richard Marston P.W.M. Realty, LLC, Archie Giobbi, member ("Buyer") and ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) all () ; If "part of" see para. 22 for explanation) the property situated in municipality of part of Portland County of Cumberland, State of Maine, located at 87 Farragut and described in deed(s) recorded at said County's Registry of Deeds Book(s) 11, Page(s) 15

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 403,554.00 104,580 Buyer () has made, or (X) will make within 4 business days of the date of this offer, a deposit of earnest money in the amount \$ 1,500.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 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: Archie Giobbi Real Estate (Agency) shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 4:00 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 marketable 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 4/1/06 (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.

Rev. December 2004

Page 1 of 4 - PWS-LD

Buyer(s) Initials

RFM

Seller(s) Initials

P.W.M. LLC A.S.G.

Mar 13 06 04:23p

Archie gl0BT

2078/88285
^78788285

P.3
P 3/5

2006-03-01 08:36

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

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

Agent makes no warranties regarding the condition, permitted use or value of 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"/>	5	seller	seller
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
4. LOCAL PERMITS Purpose: _____		<input type="checkbox"/>			BY
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
a 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: _____	a	<input checked="" type="checkbox"/>			
11. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
12. DEED RESTRICTION Purpose: <u>Review and approve restrictive covenants that may apply to the subdivision.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5	Buyer	Buyer
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
14. OTHER Purpose: <u>See item 1</u>	<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 in 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 Seller's own opinion as to the condition of the property.

Page 2 of 4 - P&S-LO Buyer(s) Initials DEP Seller(s) Initials PWN, LLC ABC.

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12. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a conventional loan of 95,000 % of the purchase price, at an interest rate not to exceed 7.00 % and amortized over a period of 30 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 7 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 21 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 \$ 0 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender. PWM LLC ASG.
 - g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - d. 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:

Archie Giobbi of Archie Giobbi Real Estate is a Seller Agent Buyer Agent
 Licensee Agency Disc. Dual Agent Transaction Broker

Nicole Ferrant & Richard Marston Jr. is a Seller Agent Buyer Agent
 Licensee Agency Disc. Dual Agent Transaction Broker

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

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

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

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

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

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

19. ADDENDA: Yes Explain: _____ No

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

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

Page 3 of 4 - P&S-LO Buyer(s) Initial FFLLA Seller(s) Initial PWM LLC ASG.

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22. OTHER CONDITIONS:

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 16 Glenridge Drive Portland, ME 04102

Nicole Ferrante
BUYER
Nicole Ferrante

1/30/06
DATE

Richard L. Marston Jr.
BUYER
Richard L. Marston Jr.

1/30/06
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 1184 WASHINGTON Ave Portland, ME 04103

John S. Ferrante
SELLER
John S. Ferrante

3/1/06
DATE

SELLER DATE

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

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

SELLER _____ DATE _____

SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____

BUYER _____ DATE _____

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

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

[Signature]
PWM LLC
ASJ

Addendum 1 to Agreement

Addendum to contract dated March 2, 2006

between PWM Realty, LLC (hereinafter "Seller")

and Nicole Ferrante (hereinafter "Buyer")

property 87 Farragut Street, Portland, Maine,

Purchase and Sale Contingency Release

Paragraph # 11- Due Diligence

A. Survey : Buyer in receipt of Survey on March 6, 2006 as per Agreement and agrees that Seller has complied with contingency within specified time.

B. Deed Restrictions : Buyer agrees that Seller has complied with contingency as no Restrictions or Covenants apply to this Lot as the existing Lot is not part of any Subdivision.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Nicole Ferrante 3/7/06
Buyer Date
Nicole Ferrante

PWM Realty, LLC 3/7/06
Seller Date
PWM Realty, LLC

Buyer Date

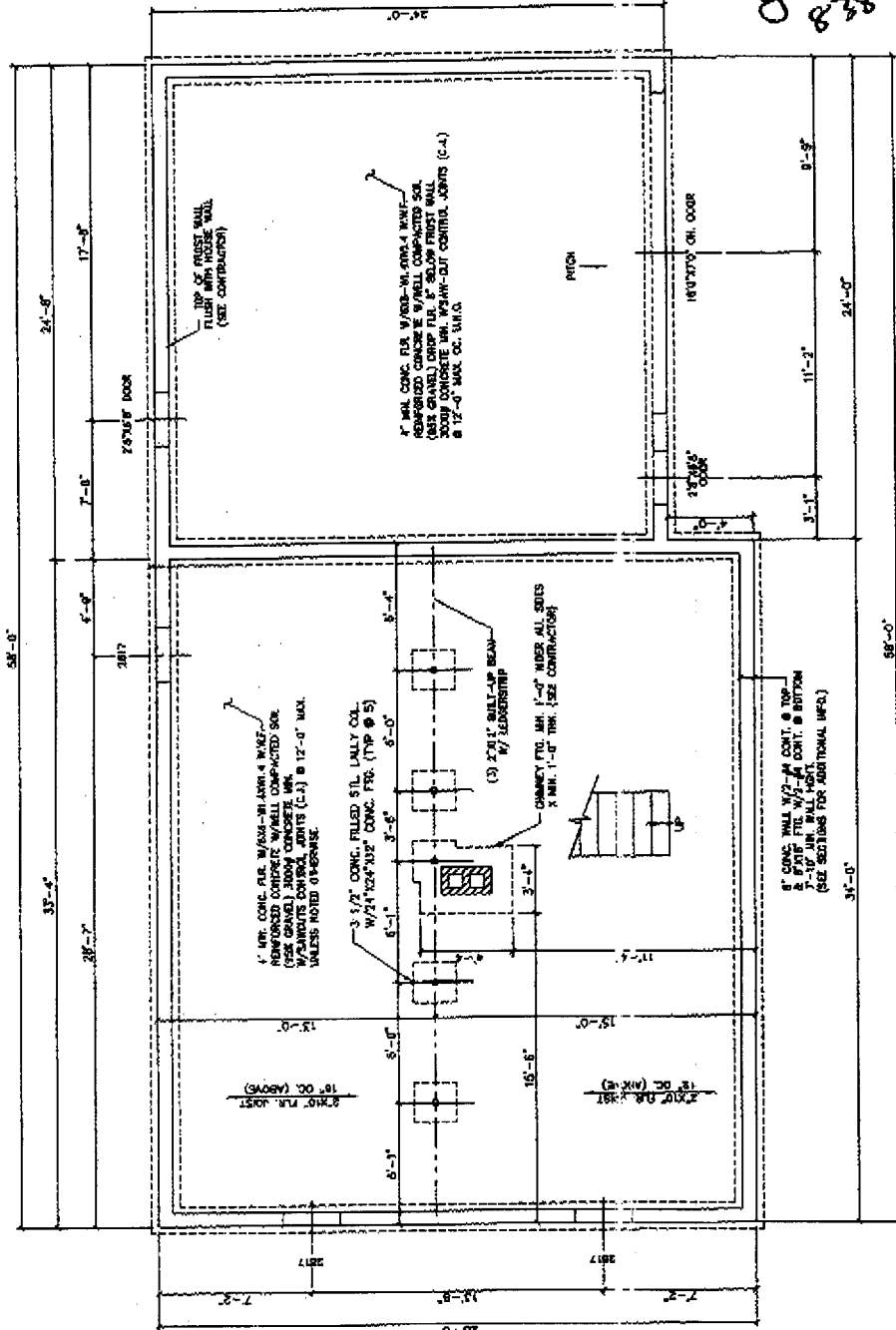
Seller Date

Tammis)

Aeres corrected
For Ferrante
Portland

Foundation plan
83 Fava quit st
- Let me know if question
Thurles
June
838-3342

MORIN DRAFTING CORP., INC. 893-2452 Portland, Maine 078-310	White Homes Portland, Maine 078-310
Ferrante Residence 144 1/2 Fava St., Portland, Maine	FOUNDATION PLAN
DRAWN: J. MORIN SCALE: 1/8"=1'-0" DATE: 03-18-06	S1



FOUNDATION PLAN

ALL DIMENSIONS, PLANS, SECTIONS ETC. ARE PROVIDED TO OUR CLIENTS AS A SERVICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES. THE CLIENT AND DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. ALL LEAD WORKERS MUST BE TRAINED AND CERTIFIED IN LEAD HANDLING PROCEDURES. IF ANY LEAD IS DETECTED IN THE WORK, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT AND DESIGNER. THE CLIENT AND DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. ALL DIMENSIONS, PLANS, SECTIONS ETC. ARE PROVIDED TO OUR CLIENTS AS A SERVICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES. THE CLIENT AND DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. ALL LEAD WORKERS MUST BE TRAINED AND CERTIFIED IN LEAD HANDLING PROCEDURES. IF ANY LEAD IS DETECTED IN THE WORK, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT AND DESIGNER. THE CLIENT AND DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

- FOUNDATION NOTES:
- ALL FINISH WALL & FOOTING WEIGHTS SHALL BE DETERMINED BY THE CLIENT AND DESIGNER.
 - ALL WALLS SHALL BE CONSTRUCTED WITH 8" CONCRETE WALLS WITH 1" MIN. AIR SPACE ON BOTH SIDES.
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