

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

PERMIT ISSUED CITY OF PORTLAND

BUILDING CONSTRUCTION PERMIT MAR 21 2005

DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME

Permit Number: 050151

MAR 21 2005 RECEIVED

Please Read Application And Notes, If Any, Attached

This is to certify that Boho Inc/Dwight Brackett has permission to Multi-family 2 buildings 40x40 to be 3 and 2 bedroom

AT 27 Carriage Ln 341 A036001

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 written permission procured before this building or part thereof is altered or closed-in. HEAVY 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. [Signature] Health Dept. Appeal Board Other DepartmentName

[Signature] 3/10/05 Director Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

**Building or Use Permit Application**

07) 874-8703, Fax: (207) 874-8716

Permit No: 05-051	Issue Date: <b>PERMIT ISSUED</b>	BL: 341 A036001
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27 Carriage Ln (LT #16)	Owner Name: Bono Inc	Owner Address: Po Box 10127	Phone: 341 A036001
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Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: 728629
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Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-5
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Past Use:	Proposed Use: Multi-family 2 buildings 40x50 to be 3 unit 2 bedroom CA (TOTAL 6 DU)	Permit Fee: \$2,256.00	Cost of Work: \$240,000.00	CEO District: 5
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Proposed Project Description: Multi-family 2 buildings 40x50 to be 3 unit 2 bedroom CA (TOTAL 6 DU)	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group R-2 Type SE IBC 2003
	Signature: (Signature)	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: dmartin	Date Applied For: 02/08/2005	<b>Zoning Approval</b>	
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Panel 7 Zone X <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2005-0020 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: 2/15/05	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <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 Date:
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**CERTIFICATION**

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

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

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 05-015 1	<b>Date Applied For:</b> 0210812005	<b>CBL:</b> 341 A036001
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<b>Location of Construction:</b> 27 Carriage Ln	<b>Owner Name:</b> Bono Inc	<b>Owner Address:</b> Po Box 10127	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone</b> (207) 772-8629
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Multi-family 2 buildings 40x50 to be 3 unit 2 bedroom each (total of 6 du)	<b>Proposed Project Description:</b> Multi-family 2 buildings 40x50 to be 3 unit 2 bedroom each
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 0211512005  
**Note:** **Ok to Issue:**

- 1) No daylight basements are being shown. No daylight basements are being approved.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently only front porches are shown and approved. The rear of the buildings shows no stairs, porches, or decks and no stairs, porches or decks on the rear of the buildings are being approved.
- 3) This property shall remain a two buildings with three family dwellings in each building for a total of six (6) dwelling units on this property. Any change of use shall require a separate permit application for review and approval.
- 4) 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:** 03/1812005  
**Note:** **Ok to Issue:**

- 1) A copy of the recorded deed must be submitted to this office prior to the issuance of the Certificate of Occupancy stating the following: There will be no municipal trash pickup, snow plowing, and street lighting provided to the property by the City of Portland unless and until Carriage Lane is accepted by the City of Portland.
- 2) As discussed, hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, on every level, and in a common area.
- 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) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 5) Separate permits are required for any electrical, plumbing, or heating.
- 6) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

**Dept:** Fire      **Status:** Approved      **Reviewer:** Lt. MacDougal      **Approval Date:** 0211612005  
**Note:** **Ok to Issue:**

**Dept:** DRC      **Status:** Approved with Conditions      **Reviewer:** Sebago Technic      **Approval Date:** 0311612005  
**Note:** J.R FOR J.S. **Ok to Issue:**

- 1) A sewer permit is required for you 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.
- 2) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.

<b>Location of Construction:</b> 27 Carriage Ln	<b>Owner Name:</b> Bono Inc	<b>Owner Address:</b> Po Box 10127	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone</b> (207) 772-8629
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

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27 Carriage Ln Lot #16

Dwight Brackett  
722-8329

Soil type/Presumptive Load Value (Table 401.4.1)	Component	Plan Reviewer	Inspection/Date/Findings
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1)), Section 403.1.2)			
	OK A1		
Foundation Drainage Damp proofing (Section 406)	Filter fabric NOT shown	- went over	
Ventilation (Section 409.1) Crawle Space ONLY	N/A		
Anchor Bolts/Straps (Section 403.1.4)	'OK A1		
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	OK A1		
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	7" x 9 1/2" LVL'S	OK	
Sill/Band Joist Type & Dimensions	OK		
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x10'S 11'-6" span	OK	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	11" "	OK	

Draft Stopping around chimney	N/A	
Headway Schedule	OK	
Type of Heating System	OK	
<b>Stairs</b>		
Number of Stairways		
Interior	3	
Exterior	0	
Treads and Risers (Section 314)	10" T 7 3/16" R	
Width	36"	
Headroom	Shows - 6'-5" in basement	Went over
Guardrails and Handrails (Section 315)	OK	
Smoke Detectors Location and type/Interconnected	Add condition	
Plan Reviewer Signature		

See Chimney Summary Checklist

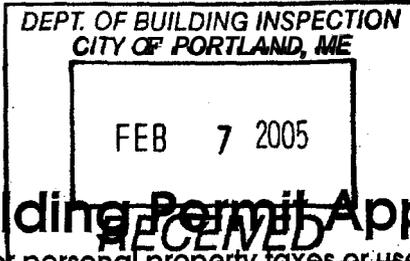
Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	N/A	
Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	Trusses - 24" oc	
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	3/4" + 3/4" - OK	
Fastener Schedule (Table 602.3(1) & (2))	Per IRC 2003	
<b>Private Garage</b> Section 309 and Section 407 1999 BOCA) Living Space ? (Above or beside)	N/A	
Fire separation <del>Fire rating</del> <del>separation</del> <del>living space</del> <del>fire</del> <del>separation</del> <del>elevation</del> <del>(107.5 BOCA)</del> separation	STC Rafting? - OK	1905 shows STC
Egress Windows (Section 310)	OK	CAI
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 309)	N/A	
Attic Access (BOCA 1211.1)	Nerd 22" x 30"	+

12

13

14

105 20" x 30" over



# All Purpose 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: <b>LOT # 16 CARRIAGE LANE</b>		
Total Square Footage of Proposed Structure <b>2 BUILDINGS 40x50 4,000 sq</b>	Square Footage of Lot <b>48002 SQ. FT.</b>	
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <b>341            A            36</b>	Owner: <b>C.G.B. PROPERTY</b>	Telephone: <b>772-8629</b>
Lessee/Buyer's Name (if Applicable)	Applicant name, address & telephone: <b>DWIGHT BRACKETT 84 COUNTRY LANE PORTLAND ME 04103</b>	cost Of Work: \$ <b>240,000.4</b> Fee: \$
T,		
Project description: <b>2 BUILDING 40x50 TO BE 3 UNIT'S - 2 BEDROOM UNIT'S</b>		
Contractor's name, address & telephone: Who should we contact when the permit is ready: <b>DWIGHT BRACKETT</b> Mailing address: <b>84 COUNTRY LANE PORTLAND ME 04103</b>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <b>207-772-8629</b>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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: *Dwight Brackett* | Date: **2/3/05**

This is NOT a permft, you may not commence ANY work until the permit is issued.  
If you are In a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall

**STORMWATER DRAINAGE SYSTEM  
MAINTENANCE AGREEMENT**

IN CONSIDERATION OF Subdivision approval granted by the Planning Board of the City of Portland to a plan entitled Carriage Lane Subdivision dated June 24, 1999, revised through April 27, 2004, filed with the City of Portland, Department of Planning and Development, 389 Congress Street, Portland, Maine, and recorded in the Cumberland County Registry of Deeds in Plan Book 204, Page 266, BONO, INC., doing business under its assumed name of BROADWAY DEVELOPMENT, the owner of Lot 16, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense and at all time in perpetuity, maintain in good repair and in proper working order the stormwater drainage system, as shown on said plans of Carriage Lane, specifically sheet 10, on file at the Portland Public Works office, including but not limited to the pipe(s) and the outlet(s) therefrom, Owner of the subject premises further agrees to periodically clean out said pipes and outlets as included on Exhibit A, attached hereto and incorporated herein and to keep a log detailing: 1) the date and nature of the maintenance performed; and 2) who performed said maintenance. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request. Said agreement is for the benefit of said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater drainage system, including but not limited to, pipe(s) and outlet(s) thereon in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

**EXHIBIT A**

**INSPECTION & MAINTENANCE**

<b>SEDIMENT CONTROL</b>	<b>INSPECTION</b>	<b>MAINTENANCE</b>
<b>Sediment Basin (pipe)</b>	<b>Quarterly or after large storm event</b>	<b>Excavate sediment</b>
<b>Catch Basin Sump</b>	<b>Quarterly</b>	<b>Excavate, pump or vacuum</b>
<b>Porous Pavement</b>	<b>Spring or as needed</b>	<b>Swmp Pavement</b>
<b>Pipe Header Design</b>	<b>Quarterly</b>	<b>Excavate, pump or Vacuum</b>
<b>Water Quality Inlet</b>	<b>Quarterly</b>	<b>Excavate, pump or Vacuum</b>



This Agreement shall not confer upon the City of Portland or any other person the right to utilize said stormwater drainage system for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said stormwater drainage system for any reason whatsoever.

This Agreement shall bind the undersigned only so long as it retains any interest in said Lot 16, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this 12<sup>th</sup> day of May, 2004.

BONO, INC.:

By:   
James M. Wolf  
Its duly authorized President

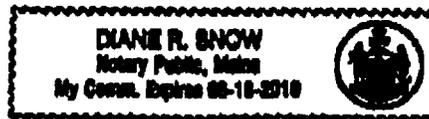
STATE OF MAINE  
CUMBERLAND, ss.

May 12, 2004

Personally appeared the above-named JAMES M. WOLF, President of BONO, INC. as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

  
Notary Public/Attorney at Law



FROM DESIGNER: JOHN H. LEASURE - ARCHITECT, INC.

DATE: FEBRUARY 04, 2005

Job Name: Lot 16

Address of Construction: ARRIAGE LANE, PTLD, ME.

2003 International Building Code

Construction project was designed according to the building code criteria listed below:

Building Code and Year IBC 2003 Use Group Classification(s) R3

Type of Construction 50

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES

Is the Structure mixed use? NO if yes, separated or non separated (see Section 302.3) \_\_\_\_\_

Supervisory alarm system? YES Geotechnical/Soils report required? (Set Section 1802.2) YES \* IF SOIL QUESTIONABLE OR HIGH GROUND WATER

STRUCTURAL DESIGN CALCULATIONS  
YES Submitted for all structural members (1008.1, 1008.1.1)

DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1803)

Floor Area Use	Loads Shown
<u>RESIDENTIAL</u>	<u>40 PSF</u>
_____	_____
_____	_____
_____	_____
_____	_____

N/A Live load reduction (1803.1.1, 1807.6, 1807.10)  
42 PSF Roof live loads (1803.1.2, 1807.11)  
 \_\_\_\_\_ Roof snow loads (1803.1.3, 1808)  
60 PSF Ground snow load,  $P_g$  (1808.2)  
42 PSF If  $P_g > 10$  psf, flat-roof snow load,  $P_f$  (1808.3)  
1.0 If  $P_g > 10$  psf, snow exposure factor,  $C_e$  (Table 1808.3.1)  
1.0 If  $P_g > 10$  psf, snow load importance factor,  $I_s$  (Table 1804.5)  
1.0 Roof thermal factor,  $C_t$  (Table 1808.3.2)  
42 PSF Sloped roof snowload,  $P_s$  (1808.4)

Wind loads (1803.1.4, 1809)  
1609.6 Design option utilized (1809.1.1, 1809.6)  
 $V_{35} = 100$  mph Basic wind speed (1809.3)  
1.0 Building category and wind importance factor,  $I_w$  (Table 1804.6, 1809.5)  
B Wind exposure category (1809.4)  
+/- 0.18 Internal pressure coefficient (ASCE 7)  
+19.3/-20.9 psf Component and cladding pressures (1809.1.1, 1809.6.2.2)  
15.9 PSF Main force wind pressures (1809.1.1, 1809.6.2.1)

\* B Seismic design category (1815.3) \*  
K Basic seismic force-resisting system (Table 1817.6.2)  
6 1/2 / 4 Response modification coefficient,  $R$ , and deflection amplification factor,  $C_d$  (Table 1817.6.2)  
1617.5 Analysis procedure (1818.6, 1817.5)  
0.02 W Design base shear (1817.4, 1817.5.1)

Flood loads (1803.1.6, 1812)  
 \_\_\_\_\_ Flood hazard area (1812.3)  
 \_\_\_\_\_ Elevation of structure

Other loads  
N/A Concentrated loads (1807.4)  
N/A Partition loads (1807.5)  
N/A Impact loads (1807.6)  
N/A Misc. loads (Table 1807.8, 1807.8.1, 1807.7, 1807.12, 1807.13, 1810, 1811, 2404)

Earthquakes design data (1803.1.5, 1814 - 1825)  
\* 1617.5 Design option utilized (1814.1) \*  
I/C Seismic use group ("Category") (Table 1804.6, 1816.2)  
 $S_{DS} = 0.107$   
 $S_{D1} = 0.16$   
C Spectral response coefficients,  $S_{DS}$  &  $S_{D1}$  (1815.1)  
C Site class (1815.1.5)

\* NOTE: SECTION 1614.1 EXCEPTION #3 (CONFORMS TO SECTION 2308)

### PURCHASE AND SALE AGREEMENT

Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between CGB Properties (hereinafter called "Buyer") of Portland, Maine and Bono, Inc. (hereinafter called "Seller") of Portland, Maine

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all  part of ) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Carrage Lane, lot 16 and described in deed(s) recorded at said County's Registry of Deeds Book(s) \_\_\_\_\_ Page(s) \_\_\_\_\_. If "part of" see Other Conditions (paragraph 26) for explanation.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following NA. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: \_\_\_\_\_

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: NA. Seller represents that such items shall be operational at the time of closing, except: \_\_\_\_\_

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of \_\_\_\_\_ PRICE \$ 268,500 of which Two Hundred DEPOSIT \$ 2,000 is included herewith as an earnest money deposit, and an additional amount of \_\_\_\_\_ DEPOSIT \$ 130,000 will be paid December 28, 2004 BALANCE DUE \$ \_\_\_\_\_. The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Bono, Inc. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until \_\_\_\_\_ (date)  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.

7. 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 January 20, 2005 (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.

8. 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. 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.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) \_\_\_\_\_ Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall  shall not ) be paid by Buyer (cash price as of date of closing). 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.

12. 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.

13. 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 Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES		NO		RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES		NO		RESULTS REPORTED TO SELLER
a. General Building	___	___	___	___	Within ___ days	j. Other Air Tests	___	___	___	___	Within ___ days
b. Environmental Scan	___	___	___	___	Within ___ days	k. Mold	___	___	___	___	Within ___ days
c. Sewage Disposal	___	___	___	___	Within ___ days	l. Lead Paint	___	___	___	___	Within ___ days
d. Water Quality	___	___	___	___	Within ___ days	m. Pests	___	___	___	___	Within ___ days
e. Water Quantity	___	___	___	___	Within ___ days	n. Pool	___	___	___	___	Within ___ days
f. Radon Water Quality	___	___	___	___	Within ___ days	o. Zoning	___	___	___	___	Within ___ days
g. Other Water Tests	___	___	___	___	Within ___ days	p. Code Conformance	___	___	___	___	Within ___ days
h. Radon Air Quality	___	___	___	___	Within ___ days	q. Other	___	___	___	___	Within ___ days
i. Asbestos Air Quality	___	___	___	___	Within ___ days						

All inspections will be done by inspectors chosen 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.

14. HOME SERVICE CONTRACTS: At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ \_\_\_\_\_

15. FINANCING: This Agreement is subject to Buyer obtaining an approved \_\_\_\_\_ mortgage of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years.

- a. 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.
- b. Buyer to provide Seller with mortgage 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 mortgage commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the mortgage 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.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- d. After (a) and (b) 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 loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay \$ \_\_\_\_\_ toward points and/or Buyer's closing costs.

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

\_\_\_\_\_ of \_\_\_\_\_ Agency represents \_\_\_\_\_  
 Listing Agent

\_\_\_\_\_ of \_\_\_\_\_ Agency represents \_\_\_\_\_  
 Selling Agent

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.

17. MEDIATION: 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 of the American Arbitration Association. 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.

18. 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.

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

20. 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.

21. 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.

22. ADDENDA: Lead Paint - Yes  No ; Other - Yes  No

Explain: \_\_\_\_\_

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does  does not  contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within  5  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 3:00 p.m. Eastern Time on the last day counted.

25. 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.

26. OTHER CONDITIONS:

27. Buyer shall apply for a building permit within 60 days of execution of this Agreement.

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.

[Signature]  
BUYER

007546734  
SS# OR TAXPAYER ID#

BUYER

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.

Signed this 1st day of December, 2004

[Signature] For  
SELLER Bona Inc.

SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is \_\_\_\_\_

Offer reviewed and refused on \_\_\_\_\_

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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

SELLER

SELLER

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 \_\_\_\_\_



ADDENDUM

To Contract Dated November 2005

Between a - Inc. (hereinafter called "Seller") and

CGB Proscb (hereinafter called "Purchaser").

Said contract is subject to the following terms and conditions:

Closing shall take place on or before <sup>February</sup> ~~January~~ 29 <sup>Jan 29</sup> 2005, or, if a building permit has not yet been received and has been diligently pursued, with 10 days of receiving said permit.

[Signature] 12/10/05  
Seller Date

[Signature]  
Purchaser Date

SEARCH FEATURES: MICR LINE, MICR PERFORATIONS, COLORED BRICK PATTERN, WATERMARK & CARBON STRIP ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY  
⑈005980⑈ ⑆2227450⑆ 7999058059⑈

Peoples  
A Division of Suncoast, N.A.  
One Portland Square  
Portland, ME 04112

*Claire I. Guertin Brackett*  
CLAIRE I. GUERTIN BRACKETT  
OR DWIGHT BRACKETT

DATE	12/16/04
PAY TO THE ORDER OF	Bono Inc
DESCRIPTION	LOT 16-
CHECK NO.	5980
CHECK AMOUNT	\$ 2,000.00

PAY *Use The amount*  
10001200010

DWIGHT A. BRACKETT & CO., INC.  
84 COUNTRY LANE  
PORTLAND, MAINE 04103-6206  
207-772-8629

REMITTANCE ADVISE

5980  
52-7445/2112

CHECK AMOUNT

Applicant: Dwight Brackett

Date: 2/15/05

Address: ~~27~~ 27 Carriage LN

C-B-L: 341-A-036

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

Appl. # 05-0151

Zone Location - R-5

Interior or corner lot -

Proposed Use/Work - to construct 2 multifamily buildings 40'x50' with 3 D.U. in each Bldg = total of 6 D.U.

Sewage Disposal - City

Lot Street Frontage - 50' min - 50' shown

Front Yard - 20' min - 50' shown

Rear Yard - 20' min - 21' shown

Side Yard - 12' <sup>10' CAN reduce</sup> <sub>2 story</sub> <sup>one side to NO</sup> <sub>less than 8' - showing 10'</sub> 10' & 100' + *ok*

Projections - front porches only 4 @ 5'x8' - NO Steps or Swoops shown on rear

Width of Lot - 90' min - 100' + shown

Height - 35' max - 22.5' scaled

Lot Area - 6,000 sq ft

48,002 sq ft given

Lot Coverage/ Impervious Surface - 40% max

19,200.8 sq ft max

Area per Family - 6,000 sq ft per DU = 36,000 sq ft

Off-street Parking - 2 per DU plus 1 extra every 6 DU = 13 required - showing 18

Loading Bays - N/A

Site Plan -

minor/minor # 2005-0020  
Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 7 zone X

$2(40' \times 50') = 4,000 \text{ sq ft}$

$4(5' \times 8') = 160$

$\frac{160}{4} = 4,160 \text{ sq ft}$

No Daylight Basement shown

**D.A. BRACKETT & CO., INC.**  
**84 Country Lane**  
**Portland, ME 04103**  
**(207) 772-8629**

February 7, 2005

City of Portland  
City Planning / Building Permits  
Congress St.  
Portland, ME 04101

To Whom It May Concern:

D.A. Brackett & Co., Inc. proposes to build two (2) **40' x 50'** multi unit buildings, on Carriage Lane, Portland, ME. These buildings each contain Three (3) individual apartments. Each apartment contains two (2) bedrooms.

D.A. Brackett & Co., Inc., originally had approval to build two (2) buildings containing four (**4**) apartments in each, but were advised that approval would be given for the buildings if they contained three (**3**) apartments each instead of four (**4**), if the same building footprints were used.

This request for a permit is being submitted for your approval, for two (2) buildings, **40' x 50'**, on Carriage Lane in Portland, ME, each building containing three (3) apartments.

Sincerely,



Dwight A. Brackett  
President/Owner

