						gan salawa (atsatus da)	gare magnitudes.		
						Fermi	INT SIE	ž.	
City of Portland, Maine -	Building or Use	Perm	it Application	ı P	ermit No:	Issue Date	:	CBL:	
389 Congress Street, 04101 T	Tel: (207) 874-8703	3, Fax:	(207) 874-871	6	04-0645	JUN 2	5 2004	341 E0	01001
Location of Construction:	Owner Name:		_	Own	er Address:			Phone:	
Carriage Lane (Lot #14)	W A One			Pol	Box 10127	atyar	CRILA	ND 207-772-8	8629
Business Name:	Contractor Name	e:		Cont	ractor Address:	AND CONTRACTOR	e e-le-distribution	Phone	
	Dwight Brack	ett							
Lessee/Buyer's Name	Phone:								Zone:
	n/a Proposed Use:								LX5
Past Use:	· ·			Perr	nit Fee:	Cost of Wor	·k:	CEO District:	
Vacant land	Build New 30	' x 34"	two story		\$1,221.00	, \$125,0		5	
	duplex			FIR	E DEPT:	Approved	INSPE	CTION: oup R 3 BCCA /	-0
						Denied	Use Gr	roup K 5	Type >
							1 7	2/1/	90,9
							$\mid \cdot t$	JUL MY	• (
Proposed Project Description:	1					. 4	2	1. L	
Build new 30' x 34" two story du	ipiex			Sign	ature:	MANI	Signa	ire:	
								,	
				Actio	on: Appro	ved Ap	proved w	Conditions 🗀	Denied
				Sign	ature:			Date:	
Permit Taken By: Da	ate Applied For:	7		Digii				Bute.	
· ·	05/21/2004	i			Coning	g Approva	11		
This permit application does	not produde the	Spe	ecial Zone or Review	WS	Zoni	ng Appeal		Historic Prese	ervation
Applicant(s) from meeting a			poreland NA		Variano			Not in Distric	t or Landmar
Federal Rules.	FF	800	description of the	- 4	25 Varialic	.c		Not in Distric	t of Landinar
2. Building permits do not incl	ude plumbing		chesok par 16	,	Miscell	aneous		Does Not Red	uire Review
septic or electrical work.	ade pramonig,		.	n 17					1
3. Building permits are void if	work is not started	☐ F	lood Zone	(],	Conditi	onal Use		Requires Rev	iew
within six (6) months of the	date of issuance.		7m	er					
False information may inval	idate a building		ubdivision		Interpre	tation		Approved	
permit and stop all work		.,	,	•	0				
		S	ite Plan under n	ym	Approv [ed		Approved w/0	Conditions
security in growth to the house of the security of the securit	OFFIREMENT 2500年16	1 1	A11 \$ 200 3 - 0	5004	i				
PEFOVITI	SUEDI	Maj	Minor MM		Denied			Denied)
		1)	Lwih ca	rd,	Tuy				
JUN 2	5 2004 .	Date:	<u> </u>		Date:		<u>></u>	ate:)
			D 6/2	1/1	24				
ATY OFF	CHI AND								
	16								
		(CERTIFICATION)N					
I hereby certify that I am the own	er of record of the na				nosed work i	s authorized	by the	owner of recor	d and that
I have been authorized by the own									
jurisdiction. In addition, if a pern	nit for work describe	d in the	application is is	sued,	, I certify that	the code of	ficial's a	authorized repr	esentative
shall have the authority to enter al	ll areas covered by su	ich per	mit at any reason	able	hour <i>to</i> enfor	ce the provi	sion of	the code(s) app	plicable to
such permit.									
SIGNATURE OF APPLICANT			ADDRESS			DATE		PHO	NE

Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

Please Read Application And Notes, If Any,	CITY		TION	nber: 040645
Attached This is to certify that	W A One/Dwight Brackett	PERMIT	7 CHAIN T CAN	PERMITISSUED
nas permission to	Build new 30' x 34" two stor	plex		JUN 2 5 2004
AT Carriage Lane (Lo	ot #14)		2 341 E001001	2004
	ne person or persons, ns of the Statutes of N	m or exporation ne and of the	· · ·	shaifcomply with all Portland regulating

provided that the person or persons, of the provisions of the Statutes of N the construction, maintenance and u this department.

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

ication insped h must and w gi n permis n procu b e this t dina.or t therea closed-in. la d or d Н R NOTICE IS REQUIRED.

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

of buildings and situres, and of the application on file in

OTHER REQUIRED APPROVALS

Fire Dept. ______

Appeal Board_

Other _____ Department Name

PENALTY FOR REMOVING THIS CARD

Director - Building & Inspection Services
Dir or Building Inspection Services

BUILDING PERMIT INSPECTION PROCEDURES Please call **874-8703** or **874-8693 to schedule your** inspections as agreed upon Permits expire in 6 months, if the project is not started or ceases for 6 months.

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

in order to schedule an inspection:	
By initializing at each inspection time, you inspection procedure and additional fees for Work Order Release" will be incurred if the below.	rom a '(StopWork Order" and "Stop
Pre-construction Meeting: Must be receipt of this permit. Jay Reynolds, Develop also be contacted at this time, before any site single family additions or alterations.	
Footing/Building Location Inspection	on; Prior to pouring concrete
Re-Bar Schedule Inspection:	Prior to pouring concrete
Foundation Inspection:	Prior to placing ANY backfill
Framing/Rough Plumbing/Electrica	al: Prior to any insulating or drywalling
u u	Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.
Certificate of Occupancy is not required for consequence you if your project requires a Certificate of Occupance inspection If any of the inspections do not occupance, REGARDLESS OF THE NOTICE Of	ccupancy. All projects DO require a final ar, the project cannot go on to the next
CERIFICATE OF OCCUPANICES BEFORE THE SPACE MAY BE OCCUPIE X Week Concentration of the Concen	S MUST BE ISSUED AND PAID FOR, ED
Signature of Applicant/Designee	Date / 6/25/04
Signature of Inspections Official	Date
CBL: 342-A-14 Building Permit #:	040689
241-E-1	14-15645
341-6-23	04-0663 04-0665
341-G - 24	04-0665



Land Surveying Land Planning

133 Gray Road Falmouth, Maine 04105-2029 (207) 797-9199 Fax (207) 878-3142

Bath (207) 442-7799 New Gloucester (207) 926-4699

June 29,2004

Tammy Munson Code Enforcement Officer City of Portland 389 Congress Street Portland, ME 04101

VIA FAX: (207) 874-8716

re:

Lots 14 & 15, Carriage Lane, Portland

Dear Ms. Munson:

This letter will confirm that Titcomb Associates has staked the locations for the buildings on Lots **14** & 15, Carnage Lane, in accordance **with** the locations shown on the development plans prepared by Gorrill-Palmer Consulting Engineers.

The building locations are in compliance with the City of Portland Setback Requirements. The building locations are based on established property pins,

Please call if you have any further questions.

Sincerely

David E. Titcomb, PLS

President, Titcomb Associates

cc: Dwight Brackett

JUN 2 9 2001

\LP\99057\lots 14& 15.ltr

City of Portland, Maine - Build	ding or Use Permi	Permit No:	Date Applied For:	CBL:		
389 Congress Street , 04101 Tel: (207) 874-8703, Fax: (207) 874-8716 04-0645 05/21/2004 341 E001001						
Location of Construction:		Owner Address: Phone:				
Carriage Lane (Lot #14)	W A One		Po Box 10127		207-772-8629	
Business Name:	Contractor Name:		Contractor Address:		Phone	
n/a	Dwight Brackett		84 Country Lane Po	ortland	(207) 772-8629	
·	Phone:		Permit Type:			
n/a	n/a		Duplex			
Build New 30 x 34" two story duplex Build new 30' x 34" two story duplex						
Dept: Zoning Status: Ap Note:	pproved with Condition	ns Reviewer:	Marge Schmucka	l Approval D	ate: 06/21/2004 Ok to Issue:	
1) NO DAYLLIGHT BASEMENTS	are being shown on you	ur submitted plan	ns. NO DAYLIGH	ΓBASEMENTS are	e being approved.	
2) Separate permits shall be required shown on on your submitted site pl					PS are being	
3) This property shall remain a two (2 approval.	2) family dwelling. Any	change of use sl	nall require a separa	te permit application	on for review and	
4) This permit is being approved on the work.	he basis of plans submi	tted. Any deviat	ions shall require a	separate approval b	efore starting that	
Dept: Building Status: Ap Note:	pproved with Condition	as Reviewer:	Tammy Munson	Approval D	ate: 06/25/2004 Ok to Issue:	
1) Separate permits are required for a	ny electrical, plumbing	, or heating.				
2) Permit approved based on the plan noted on plans.		•	ractor, with addition	nal information as a	greed on and as	
3) A copy of the chimney disclosure is Occupancy.	must be submitted to the	is office upon co	mpletion of the peri	nitted work or for th	ne Certificate of	
4) As discussed during the review pro common areas interconnected hard		e detectors will b	e installed in all bed	drooms, on every lev	vel, and in	
5) 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 muicipal 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.						
Dept: Fire Status: Ap Note:	pproved with Condition	s Reviewer:	Lt. MacDougal	Approval Da	ate: 06/24/2004 Ok to Issue:	
1) the sprinkler system shall be tested	in accordance with NF	PA 13R and resu	ilsts submitted to the	e Portland Fire Den		
2) the sprinkler system shall be install						

5/21/04-gg: appllied for permit originally on 5/4/2004, but plans had not been accepted from inspections untill today. /gg

6/23/04-tmm: need more info - called builder to set up a time to go over items.

Comments:

Management of the control of the con	(N)						The second secon
Pri	mt J	Texi93		Cons	r Type New	Num I have	40645
Status	04-0645 Hold 341 E001001	Location of Constru	it Type Dup	Carriage Lane (lolex Estimated Cost	\$125,000.00	Appl. Date Issue Date Date Closed	05/21/2004
		Comment					
	Section 1 - Sectio	need more info - calle Name tmm		Follow Up Date		Completed	
The second secon		oppllied for permit origoday, /gg Name gg	inally on 5/4/:	2004, but plans had r	ot been accepte	d from inspection: Completed	
CreatedBy	gg	CreateDate	05/21/	2004 ModBy tmm	Mod		3/2004

City of Portland, Maine - Bui	llding or Use Permit	t	Permit No:	Date Applied For:	CBL	
389 Congress Street, 04101 Tel:	(207) 874-8703, Fax: (207) 874-8716	04-0645	05/21/2004	341 E001001	
Location of Construction:	Owner Name:	0	Owner Address:		Phone:	
Carriage Lane (Lot #14)	W A One		Po Box 10127		207-772-8629	
Business Name:	Contractor Name:	(Contractor Address:		Phone	
n/a	Dwight Brackett		84 Country Lane P	ortland	(207) 772-8629	
essee/Buyer's Name	Phone:	F	Permit Type:			
n/a	n/a		Duplex			
'roposed Use:	•	Proposed	Project Description:			
Build New 30' x 34" two story dupl	ex	Build r	new 30' x 34" two s	tory duplex		
Dept: Zoning Status:	Approved with Condition	ns Reviewer:	Marge Schmucka	al Approval Da	te: 06/2112004	
Note:				(Ok to Issue: 🔽	
1) NO DAYLLIGHT BASEMENT	S are being shown on yo	ur submitted plai	ns. NO DAYLIGH	IT BASEMENTS are	e being approved.	
2) Separate permits shall be require shown on on your submitted site			•		S are being	
3) This property shall remain a two (2) family dwelling. 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:	Pending	Reviewer:		Approval Da	te:	
Note:				•	Ok to Issue:	
Comments:						

5/21/04-gg: appllied for permit originally on 5/4/2004, but plans had not been accepted from inspections untill today. /gg

Jeed tug malete el

All Purpose Building Permit Application

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

			<u>-</u>
Location/Address of Construction:	OT I	Y CARRIAGE L	AKE
Total Square Footage of Proposed Structu	ıre	Square Footage of Lot	6,395 SF
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#/4 341-6-6 341-E (+1)	840	WIGHT BRACK CUNTRY LAWE TLAND MEOY	772-8629
Lessee/Buyer's Name (If Applicable)	• •	name, address & 772-862 P	Cost Of Work: \$ 125,000.
If the location is currently vacant, what was Approximately how long has it been vacar Proposed use: MULTIUM Project description:	PERMIT I s prior use: _ nt: MAY 2 1	2004 DEPT. OF BUILDING CITY OF I	Blantee 1146.0 15.0 PORTLAND, ME, 201.00
Contractor's name, address & telephone: Who should we contact when the permit is	ready: D 2 / L /A ermitIs ready work, with a	You must come In and pa Plan Reviewer. A stop worked up.	pick up the permitand
THE DEOLIDES INDODUZATION IS NOT INCLU	NED IN THE CT	IDMICCIONIC THE DEDMIT WIT	T DE ALTENATICALES

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 APROVE 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 fo **make** this application as his/her authorized agent. I agree to conform to all applicable laws offhis jurisdiction. In addition, it 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.

	/ 2	1
Signature of applicant:	iene tolo	 164

This is NOT a permit, 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 4th floor of City Hall

	Applicant: Dowish Brackett Date: 6/21/04
	Address: Cani Age LAne - Lot 14 C-B-L: 341-A-34
	CHECK-LIST AGAINST ZONING ORDINANCE
	Date- New Developmy form of #04-0645
	Zone Location - R - S
	Interior of corner lot -
	Proposed UserWork - to constructive w Duplex 30 x34
	NO91 ACC
	Lot Street Frontage - 50 min - 77 SCAPag
	Lot Street Frontage - 50/min - 77' SCAlad Front Yard - 20'min reg - 20' to principal Structure
	Rear Yard - 20 mm seg 65
	Side Yard- 12'nin - 10' à 27' 8hours 25tous - Two front entries project 3'x4'on front set back 14-428 Projections - Two front entries project 3'x4'on front set back 30 x 40 = 1200 t)
	Projections - Two front entries projecty 3 x4 on Transcission 30 x 40 = 1200 t) Width of Lot - 60 may - 77 scaled
	Height-35 MAX - 2355ched
	Total war I am I
	Lot Coverage Impervious Surface - 40% m M = 2558 P
	Area per Family - 3,000/tAm - 6,000
	Off-street Parking - 2 regumed foren und of Apts pace - 2 Driveways with dapts spaces each
	Site Plan- under original for entre project
	Site Plan - under original for entire project # 2003-0004 Shoreland Zoning/ Stream Protection - NA
	Flood Plains - DANPl 7 zael
10	Orear bulk heads or decks Show 111.
ار ا	reed Deed - Not supmitted NO DAY Show
1	TRASH NO Thom

City of Portland, Maine - Buil 389 Congress Street, 04101 Tel: (2)	0			04-0645	Issue Date:		CBL:	01001
Location of Construction:	Owner Name:	5, Fax. (207) 874-871					341 E0	01001
Carriage Lane (Lot #14)	W A One			Owner Address: Po Box 10127			Phone: 207-772-8629	
Business Name:	Contractor Name	<u> </u>		actor Address:			Phone	0029
n/a	Dwight Brack	1 (1)		Country Lane	Portland		20777286	529
Lessee/Buyer's Name	Phone:			it Type:			1	Zone:
n/a	n/a	IC	Dup	olex				R-
Past Use:	Proposed Use:		Perm	it Fee:	Cost of Work	: (CEO District:	†
Vacant land	1 -	x 341 two story		\$1,221.00	\$125,00	1	5	
	duplex	·	FIRE	E DEPT:		INSPEC	CTION:	Į.
			Ì	'	Denied	Use Gro	DI	
			I	L] Demed			
	L		J		ĺ			
Proposed Project Description:		in the second	man of	1				
Build new 30' x 34 th two story duplex		The second secon	Signa	<u> </u>		Signatur		
		A	PEDE	STRIAN ACTI	VITIES DIST	RICT (P	.A.D.)	
	-1.1	us Sheet	Action	n: Approv	ed Appr	oved w/0	Conditions	Denied
	14	ys sheet	Signa	ture:			Date	
Permit Taken By: Date Ap	plied For:		10.5	,	Approval			
gg 05/21	- j			Zoning	Approva	L		
1. This permit application does not p	oreclude the	Special Zone or Revie	ws	Zonin	g Appeal		Historic Pres	ervation
Applicant(s) from meeting applic Federal Rules.		Shoreland N/A		☐ Variance			Not in Distri	ct or Landma
2. Building permits do not include p septic or electrical work.	21 1 2		Miscellaneou		neous		Does Not Require Revie	
3. Building permits are void if work within six (6) months of the date		Flood Zone Pare	X	Condition	nal Use		Requires Rev	view
False information may invalidate permit and stop all work	a building	Subdivision	, (Interpreta	ntion		Approved	
		Site Plan under	onjo	Approved	i		Approved w/	Conditions
		Maj Minor MM		Denied			Denied (
CITY OF PORTLAND								
APPROVED SITE PLA	N	Date:		Date:		Dat	te:	
Subject to Dept. Condit	ions							
Date of Approval: 6-11-	04							
Sayed pol	de							
1		CERTIFICATION	ON					
I hereby certify that I am the owner of that I have been authorized by the own this jurisdiction. In addition, if a permit representative shall have the authority toode(s) applicable to such permit.	er to make this t for work desc	amed property, or that the application as his authoribed in the application	ne proprized a	agent and I agued, I certify t	gree to confo that the code	orm to a	all applicable al's authorized	laws of
SIGNATURE OF APPLICANT		ADDRESS			DATE			NE

BROADWAY DEVELOPMENT P.O. BOX 10127 PORTLAND, ME 04104 TEL. 207-773-4988 FAX 207-773-6875

March 23,2004

Dwight Brackett C/o C.G.B. Properties LLC 84 Country Lane Portland, ME 04103

Dear Dwight:

The purpose **of** this letter is to grant permission for C.G.B. Properties LLC to make application for building permits for lots **3-10** and **14** located in the Carriage Lane Subdivision. All such applications are at the **sole** cost **of** C.G.B. It should be noted that the City **of** Portland will not release said permits until all conditions **of** the approval for subdivision and site plan are met **as** outlined in the attached letter from Portland to Broadway Development.

If you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,

James M. Wolf JMW/imv

Email = jmw1@maine.rr.com

From: Jay Reynolds

To: Doug Reynolds; James Wolf Date: Thu, Jun 3,2004 8:58 AM Subject: Lot 14, Carnage Lane Review

Thank you for revising the site plan.

It was noticed on this (during the review of all the other pending applications) that the building elevations show 2 entry ways in the front, on either side of the building. The site plan, however, shows 1, with stairs in the middle of the front entry way. Although small in detail, both plans should match. I expect that the applicant wishes to keep the porch the same, then, the site plan should be modified to show the correct 1.egresses, 2 walkway location, 3.stairs, and 4.foundation plantings locations.

I will have to look into the deed/right, title, interest item, to see if the City is satisfied with your submittals.

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

CC: Sarah Hopkins

From: Jay Reynolds

To: Doug Reynolds; James Wolf Date: Thu, May 27,2004 8:44 AM Subject: Lot 14 Review Comments

Mr. Wolf, Mr. Reynolds:

Please consider this the City's site plan review comments for lot **14**, Carriage Lane: Please provide 4 sets of the revised plans when re-submitting.

- 1. Please provide the City with a deed indicating right, title, and interest:
- 2. Original building plans show bulkheads. Revisions have been brought in eliminating them.
- 3. a. Remove "paved driveway apron.." note;
- b. Also, eliminate the shading that indicates the limits of paving between the right of way line and the curb line. This information is contrary to the subdivision approval.
 - c. Also, eliminate note #8.
- 4. Remove "2 ornamental trees....." note. This information is contrary to the subdivision approval.
- 5. Where the retaining wall has 4 8 or more of drop, a guard rail is required. Please note this on the plan.

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

PURCHASE AND SALE AGREEMENT COPY .

Marc	1 23 20	יסי	MACC F	23 of in Pwagraph 24 of this	<u>2004</u> 61166 +238	. :
CGB	Properties	AcTie.	~d, ME	c, A ma	Locare	112-
с с						
	16695					
						<u></u>
condition with no	ROPERTY: The following warrandes:	Stoves, (o refrigerator	s, lo dishi	weshers, A-11	
o: which s included herew will be paid by (d	th as an earnest money departed on bank check upon	oosiς and an addition	onal amount of	DEPOSITS DEPOSIT S BALANCE DUE S		
This Purchase and	Sale Agreement is subject	to the following co	onditions:			
In the event that reasonable attorned TITLE AND (energy ACCEPTANCE: agent until cloring; this of the Agency is made a part by's fees and costs which si CLOSING A deed, conversionation shall be delivered	y to any lawsuit be nall be assessed as a fing good and many and the	y virtue of acting as court costs in favor of chantable title in action transaction shall be	escrow agent Agency the prevailing party cordance with the s	y shall be entitled to to tandards of Time acop	15 N 1
Seller is unable to exceed 30 days, f after which time,	o convey in accordance with time Seller is noticed from the time Seller is not control by the relieved born all ob	th the provisions of fied of the defect, of ected so that there	of this paragraph, then unless otherwise agree is a merchantable ti) or before, if agreed Seller shall have a r d to by both Buyer a tie, Buyer may, ai B	in writing by both san easonable time period, and Seller, to remedy th uyer's option, withdraw	ከው፣ 101 1 ¢ 1. <u> E</u> w <u>የ</u> ይ 5
encumbrances ex	operty shall be conveyed be conveyed be copi covenants, condition tuse of the property.	y a <u>Waca</u> s, wements and i	restrictions of record	deed, and swhich do not materi	shall be free and class ally and adversely affe	t' N (C) tre
possessions and night to view the	I,OCCUPANCY, AND C nd occupants, shall be gived debris, and in substantially e property within 24 hours as on the date of this Agreer	the same condition pnor to closing for	diately at closing. San as at present, except	id premises shall the	in he broom clean free and wear. Buyer shall he mises are in substantia	of all
Rev 2002	Page I of 4 - P&S	Buyer(1) Init	Seller(s) Initials	10	MAY 2 7 2001	

5.10. BY

BEIVE

	COPY
	PURCHASE AND SALE AGREEMENT
	MARCH 23 2004 MARCH 23 2004 Effective Date is defined in Paragraph 24 of this Agreement
	PARTIES This Agreement is made between the A. ONE Inc. A Mane Corporation (hereinafter called "Buyer") of the Thank, ME (hereinafter called Se e Portland, Mane)
	DESCRIPTION Subject to the terms and conditions hereinafter set Forth, Seller agrees to sell and Buyer anges to buy a part of
	2 PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost as condition with no warranties: 1 Co Stoves, Co reference tors, Co dishweshers, All items of closing, except: Selier represents that such items shall be operational at the lime of closing, except:
	Simple Service
	6 EARNEST MONEY/ACCEPTANCE: and act as escrew agent until cloring; this offer shall be valid until AM PM, and in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Bute in the event that the Agency is made a party to any lawsuit by virtue of acting as escrew agent. Agency shall be enabled a party
2.6.94 2.6.94	reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party TITLE AND CLOSING: A deed, conveying good and methantable title in accordance with the Standards of T'e accordance to Buyer and this transaction shall be closed and Buyer shall pay the balance due are execute a inaccessary papers on
	8 DEED The property shall be conveyed by a
	9 POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of pieces free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean free of a 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 made on the date of this Agreement.
	Rev 2002 Page 1 of 4 · P&S Buyer(s) Initials Sellor(s) Unitials
	/ MAY 1 0 2004

RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction a premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casually respond 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 rhoreto.
PRORATIONS The following items, where applicable, shall be prorated as of the dare of closing tent, association tens of closing by Seller Fuel in lank (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 price years 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 preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provides a survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.
PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged seek information from professionals regarding any specific issue or concern.
INSPECTIONS Buyer is encouraged to seek information from professionals regarding any specific issue or concern Age makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is succept the following inspections, with results being satisfactory to Buyer:
TYPE OF INSPECTION YES NO RESULTS REPORTED TYPE OF INSPECTION YES NO RESULTS REPORTE TO SELLER
General Building Environmental Scan Within General Building Environmental Scan Within General Building Environmental Scan Within General Building With
All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified here its unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in wilting 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 terms unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to follow that in the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that are inspect of unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspect onts, then are above. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.
4 HOME SERVICE CONTRACTS At closing, the property will will not be covered by a Home wa-a regram to be paid by Seller Buyer at a price of \$
5 FINANCING This Agreement is subject to Buyer obtaining an approved mongage of purchase price at an interest rate not to exceed % and amortized over a period of e?-
a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to we was a information, is qualified for the loan reguested within defe from the Effective Dare of the Agreement b. Buyer to provide Seller with mortgage commitment letter from lender thowing that Buyer has secured the loan commitment within days of the Effective Date of the Agreement. c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the camest more shall be returned to Buyer. d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer unat it is unable unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of not from the lender shall be a default under this Agreement. c. Buyer agrees in pay no more than points. Seller agrees to pay \$ toward points and/or Buyer.
closing costs. Page 2 of 4 · P&S Buyer(s) Initials Setter(s) Initials

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Selling Agent Selling Agent Of Agency Selling Agent Agency Selling Agent Selling Agent Agency Selling Agent Agency Selling Agent Agency Selling Agent Agency Agency Selling Agent Agency Selling Agent Agency Agency Agency Agency Agency Agency Selling Agent Agency Agency	erty addressed in this Agreement shall Rules of the American Attoration fees. If a party does not a & 1. For a litigation regarding that same matter ause shall survive the closing of the feet of the Buyer may e-; or a fault by Seller Buyer may e-; or a feturn to Buyer of the sames more or to disbursing the sames more
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Selling Agent Sellin	entry addressed in this Agreement that Rules of the American Act that the following that same many ause shall survive the closing of the Buyer may end to Buyer of the earness more on to disbursing the earness more or to disbursing the earness more
If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limit hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior rece Agency Consent Agreement 7. MEDIATION Any dispute or claim arising out of or relating to this Agreement or the prope be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation go to mediation, then that party will be liable for the other party's legal fees in any subsequent which the party who refused to go to mediation loses in that subsequent littigation. This of transaction 8. DEFAULT In the event of default by the Buyer, Seller may employ all legal and equitable remaination of this Agreement and forfeiture by Buyer of the earnest money. In the event of ade regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, including without limitation, termination of this Agreement and regal and equitable remedies, i	erty addressed in this Agreement that Rules of the American Act that the confees. If a party does not alk, the litigation regarding that same matter ause shall survive the closing of the feeling to Buyer may end to Buyer of the earnes more or to disbursing the earnes more
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24 EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer at	, Seller agrees to provide certification
communicated io Buyer and Seller or to their agents. Agent is authorized to complete Effective The use of "by (date)" or "within days" shall refer to calendar days being counted from the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern to the Agreement of the Effective Date and ending at 5:00 p.m. Eastern to the Effective Date and ending at 5:00 p.m.	ve Date on Page i of this Agreemen e Effective Date as noted on Page 101
25 CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confident information herein to the agents, attorneys, lenders, appraisers, inspectors and others invite purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to statement	olyed in the transaction necessari it
* OTHER CONDITIONS:	
Page 3 of 4 · P&S Buyer(s) Initials Seller(s) Initials	

Rev. 2002

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 born 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. SS# OR TAXPAYER ID# 85# OR TAXPAYER ID# 10127 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. If the carnest money is forfeited by Buyer, it sha be distributed as follows: day of Xigned this SELLER SS# OR TAXPAYER !D# 84 COUNTIZY LAWE-PORTLANDME 04/03 Offer reviewed and refused on SELLEK SELLER EXTENSION. The time for the performance of this Agreement is extended until _ DATE RUYER DATE SELLER DATE

Maine Association of REALTORS®/ Rev. 2002 All Rights Reserved.



RUYER



SELLER

DATE

DATE

EXHIBIT A

Paragraph 26

Purchase part of a 1031 like kind exchange. Buyer shall satisfy purchase price of by deeding 9 lots on Carriage Lane (lots 3 thru 10 inclusive and lot 14) and paying in cash or certified funds less any prorations and costs of closing.

Paragraph 27

Seller shall escrow with Buyer a performance guarantee for site improvements on each lots in **an** amount equal to that Buyer is required to give City. Terms of said guarantee shall be consistent with those conditioned by City on Buyer.

Paragraph 28

Buyer shall deed lots by Warranty Deed.

Paragraph 29

Buyer shall provide Seller with site trees which shall be installed by Seller to the satisfaction of the City of Portland.

Paragraph 30

Prior to closing all conditions allowing for building permits outlined in a letter dated February **26,2004** from the City of Portland to Bono, Inc. d/b/a Broadway Development shall be satisfied by Buyer (See Exhibit B)

Paragraph 31

Seller shall be responsible for obtaining a permanent Certificate of Occupancy for 19 and **25** Maggie Lane.

9.

February 26,2004

Mr. James Wolf Bono Inc. d/b/a Broadway Development P O. Box 10122 Portland, **ME** 04104

RE: Carriage Lane Development

ID #2003-0004, CBL #341-G-006

Dear Mr. Wolf

On February 24, 2004 the Portland Planning Board voted unanimously (5-0, Anton, **Silk** absent) on the following motions regarding the Carriage Lane subdivision:

- That the plan is in conformance with the stormwater regulations of the DEP with the following condition:
 - that the plans be revised in accordance with the DRC's memo dated February 19. 2004 regarding certification of design, snow removal, as-built plans, and foundation drain laterals, to be reviewed and approved by the DRC.
- 2. That the applicant's request for a sidewalk waiver on the westerly side of the roadway be granted. subject to the condition that a sidewalk connecting between Lot #13 and the Maggie Lane foot path be provided (to the extent this sidewalk connection is outside of the public **right** of way the City shall be granted an easement for such area).
- That the plan is in conformance with the Subdivision Review Ordinance of the City Land Use Code with the following conditions:
 - that the applicant revise the plans to reflect the coinments listed in Section IV Staff Review of Planning Report #2-04, to be reviewed and approved by staff,
 - that Bono Inc d/b/a Broadway Development, Inc execute a 10 ft wide public pedestrian easement acceptable to Corporabon Counsel, pnor to issuance of the first building permit and construct a **5** ft paved walking path from the proposed sidewalk on Carriage Lane to the existing Lot **22** Maggie Lane sidewalk, pnor to issuance of the first certificate ot occupancy. The plans shall be revised to show a painted crosswalk over the parking pavement and a walkway along the easterly edge of the parking lot on Lot 12

- iii. that the plans be revised to address Public Works' memo dated February 20. 2004 regarding street monuments, construction specifications and sewer manhole #3. and shall be reviewed and approved by Public Works.
- that Bono Inc. d/b/a Broadway Development, Inc. contribute \$5,000 towards the City's CSO effort to remove the storm drain culvert connection into the sanitary sewer in Forest Avenue near Avalon Road prior to issuance of a building permit. If the separahon of the downstream culvert does not take place within five (5) years of the date of approval of the subdivision plan, then the **money** shall be returned to the Developer.
- v. that the plans be revised in accordance with the DRC's memo dated February 19, 2004 regarding certification of design, snow removal, as-built plans, and foundation drain laterals, to be reviewed and approved by the DRC.
- vi. the applicant shall provide an easement (from the owner of Lot 22 of the Maggie Lane Subdivision) for a 10 ft. public pedestrian easement to and across the existing sidewalk located on Lot 22 of the Maggie Lane Subdivision to the current northerly terminus of "Maggie Lane" as a public street.
- vii. A drainage maintenance agreement shall be provided to the City for the drainage easement areas shown on Lots 15 and 17 as shown on the plans, including specifically Drawing No. 4A and 6.
- That the plan is in conformance with the Site Plan Standards of the Land Use Code with the following conditions:
 - that the landscape plan be revised to show minimum areas for foundahon plantings. The plans shall also be revised to increase the esplanade on the easterly side of Carnage Lane between the street pavement and sidewalk to a 6 ft width and install the street trees within this esplanade. The landscape plan shall be reviewed and approved by the City Arborist pnor to establishment of performance guarantees
 - ii. that the developer deed Lot 13 to the City at the time of the submission of the performance guarantees, which deed shall be accepted by the City Council as a public park. Additionally, the developer shall contribute \$7,500.00 to the Department of Parks and Recreation to install such playground equipment as they deem appropriate
 - iii. that a typical lot deed showing the 10 ft. wide drainage easement language shall be submitted to Corporation Counsel for review and approval. All required easements to the City shall be executed and provided to the City prior to issuance of the first building certificate of occupancy.
 - iv that the developer shall submit a performance guarantee for each lot's development. which will include driveways, landscaping and erosion control, in addition to the performance guarantee which will be required for the development of the subdivision including roadway, stonnwater management, lighting, etc

The approval is based on the submitted plan and the findings related to DEP stormwater regulations. subdivision and site plan review standards as contained in Planning Board #2-04, which is attached

Please note the following provisions and requirements for all subdivision approvals:

- 1. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in electronic form, the applicant **shall** submit any available electronic CADD.DXF files with the final plans."
- 2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee mount must be submitted to and approved by the Planning Division and Public works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
- **A** defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
- 4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and Critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
- 5. If work will occurr within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828, (Only excavators licensed by the City of Portland are eligible.)
- required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions regarding the Board's actions, please contact Kandice Talbot at 874-8901 Sincerely,

Orlando Delogu, **Chair** Portland Planning Board Ce: Lee D. Urban, Planning and Development Department Director Alexander Jaegerman, Planning Division Director Sarah Hopkins, Development Review Services Marager
Kandice Talbot, Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Karen Dunfey, Inspections
Michael Bobinsky, Public Works Director
Traffic Division
Tony Lombardo, Project Engineer
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention

Don Hall, Appraiser, Assessor's Office

Approval Letter File

P.O. BOX 10127 PORTLAND, ME 04104 TEL. 207-773-4988 FAX 207-773-6875

March 23,2004

Dwight Brackett C/o C.G.BProperties LLC 84 Country Lane Portland, ME 04103

Dear Dwight:

The purpose of this letter is to grant permission for C.G.B. Properties LLC to make application for building permits for lots 3-10 and 14 located in the Carriage Lane Subdivision. All such applications are at the sole cost of C.G.B. It should be noted that the City of Portland will not release said permits until all conditions of the approval for subdivision **and** site plan are met **as** outlined in the attached letter from Portland to Broadway Development.

If you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,

James M. Wolf

JMW/jmy

Email = imw 1@maine.rr.com

D. A. BRACKETT - 2003 - PRICING SHEET DARRACKE Name Location 107 REVENUE Estimate Actual Difference Sales price Sellers settlement charges Net sales **COST OF CONSTUCTION** Ecavation/Drainage Landscaping/Loame 600 Septic/Well Foundation Labor 7/00, Foundation Material 200,00 Concrete Floor Steel Beam 25,000, Framing Material 16,00000 Framing Labor Interior Finish Material 3200° Interior Finish Labor 150,00 Stairs & Underlayment 5,400,00 Kitchen & Vanities 14,000. Plumbing Heating Electrical Insulation 6,500,00 Dry Wall Interior/Exterior Paint Masonary Siding Material Siding Labor IN FRAME 175650 Doors & windows Material 4.5000 Carpet 7 Vinel FLOWAKE Hard wood 60000 Driveway/Hardtop BACK Exterior stairs & deck 100 Garage doors 15000 Cleaning Temporary Power 100.00 200.00 **Building Permit** 700,00 Dumpster Winter protection Gas/Oil Toilet 100,00 Phone Drawings Appliances Property Tax Engineering SPRINKLER 330 THE MEDICATION MAY 1 0 2004 Total Cost of Construction

137

Net Income (Loss)



Division Directors
Mark B. Adelson
Housing & Neighborhood Services

Alexander Q. Jaegerman Planning

John N. Lufkin Economic Development

DEPARTMENT OF PLANNING AND DEVELOPMENT

May 5,2004

Dwight Brackett 84 Country Lane Portland, **ME** 04013

Re: Lot 14 Carriage Lane (CBL 341 G006, 341 EOOl & EOOl 1)

Dear Dwight,

Please be advised that the building permit application for the above referenced parcel, received on 5/4/04, must be denied for the following reasons:

- 1) The applicant has not demonstrated right, title and interest for the lot in question. A recorded deed or valid purchase and sale agreement was not included in the application package.
- 2) The footprint of the building includes two bulkheads, which are not shown on the approved subdivision plan for lot 14. This proposed construction would appear to violate the required rear yard setbacks. The change in the footprint would also require a subdivision revision approval from the Planning Board. Please see Section 14-461 and 14-464 of the Zoning Ordinance.
- 3) Pursuant to the Fee Schedule in the City Building Code, I have reviewed your proposed construction cost, which is appr. \$59.00 per sq.ft. In looking at the 2003 RS Means Cost Book it appears to be under estimated. Please provide a specific cost analysis, including the sources of the quotes.

Please feel free to contact me if you have any questions or additional information. The City will accept your application for review when you have satisfied all of the Planning Board's pre-permitting conditions and can provide a complete application and required technical submissions.

Michael J. Nugent

Manager of Inspection Services



Division DirectorsMark B. Adelson
Housing & Neighborhood Services

Alexander Q. Jaegerman Planning

John N. Lufkin

Economic Development

DEPARTMENT OF PLANNING AND DEVELOPMENT

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Please feel free to contact me if you have any questions or additional information. The City will accept your application for review when you have satisfied all of the Planning Board's pre-permitting conditions and can provide a complete application and required technical submissions.

Yours Truly,

Michael J. Nugent Manager of Inspection Services Lot & Carriage Dwight @ 772-8629

Permit # 04-0645

/ //		Fermit # 09-0613
Soil type/Presumptive Load Value (Table 401.4.1)	•
Established Components	Pan Kéyleveres - = = =	
STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	OK Shows B'-7/2"	Rewiewed ght
Foundation Drainage Damp proofing (Section 406)	OK Note # 1 shee	+ AZ - Shows duringe - Neld filter fibric
Ventilation (Section 409.1) Crawls Space ONLY	NA	
Anchor Bolts/Straps (Section 403.1.4)	5/8'C3'00-0K	
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	DK-3-2x12'S-5	1/2' largest span
Built-Up Wood Center Girder Dimension/Type	OKA	
(Table 502.3.4(2))		
Sill/Band Joist Type & Dimensions	2x6PT -OIC 2x12-12" OC	
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x12,-12" OC	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	2 ×105-160 _	- Canteliver - 10" MAX
	2x12"s-16"08	3-28"s Inder bearing well

Attic or additional Floor Joist Species Dimensions and Spacing(Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Touss d	K
Roof Rafter Pitch, Span, Spacing& Dimension(Table 802.3.2(7))	μ	
Sheathing; Floor, Wall and roof (Table 503.2.1(1)	OK	<u> </u>
Fastener Schedule (Table 602.3(1) & (2))		
Private Garage Section 309 and Section 407 1999 BOCA) Living Space? (Above or beside)	N/A	
Fire separation	,	.7
Fire rating of doors to living space Door Sill elevation (497-5 EOCA)	vating well - 11	11 do rige to bornt
Egress Windows (Section 310)	OK W	ill do rige de bomnt
Roof Covering (Chapter 9)	011-	
Safety Glazing (Section 308)	OK shows Ten	mp in baths x30" Min - OK revituel WD-B.
Attic Access (BOCA 1211.1)	Size? 22".	x30" Min - OK revituel
(DraftStopping around chimney	N/A	M/D-B

NOT Shown To Chimney went vente **Header Schedule** interior Block Type of Heating System (**Stairs Number of Stairways** Interior 4 Treads and Risers 0 (Section 314)

The section 314) Width 3-6 finished-ok Headroom 6-8 0C andrails

On Enclosed Stairs - handrail defail of Guardrails and Handrails (Section 315) Not shown to No reviewed w/ Dwight **Smoke Detectors** Location and type/Interconnected Plan Reviewer Signature **See Chimney Summary Checklist**