

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 040766

Please Read Application And Notes, If Any, Attached

This is to certify that Bono In /Wa Inc has permission to 32'x40' single family home w/ garage AT 0 Carriage Ln Lot 18 341 G004001

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 occupied. 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. Health Dept. Appeal Board Other Department Name

Jeanie Bank 7/8/04 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: 04-0766	Issue Date:	CBL: 341 G004001
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Location of Construction: 0 Carriage Ln Lot 18	Owner Name: Bono Inc	Owner Address: 242 Veranda St	Phone: 838-5870
Business Name:	Contractor Name: Wa Inc	Contractor Address: PO Box 10127 Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-3
Past Use: vacant lot	Proposed Use: Single family home	Permit Fee: \$1,338.00	Cost of Work: \$138,000.00
32'x40' single family home with garage under		CEO District: 5	Signature: XMB 7/3/04 Type: R3 BOCA 1999 5B
		PEDESTRIAN ACTIVITIES DISTRICT (P.A D)	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Date:

Permit Taken By: jodinea	Date Applied For: 06/09/2004	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>N/A</i></p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone <i>Panel 7 Zone X</i></p> <p><input type="checkbox"/> Subdivision</p> <p><input checked="" type="checkbox"/> Site Plan <i>under original 2003-6004</i></p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>ok with cond</i> Date: <i>6/21/04</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: <i>S</i></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>Date: <i>9</i></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

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.

Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>341</u> Block# <u>G</u> Lot# <u>004</u> 342 A 002		Owner: <u>Bono, Inc.</u> Telephone: <u>838-5870</u>	
Lessee/Buyer's Name (If Applicable) <u>Timothy A. Higgins</u>		Applicant name, address & telephone: <u>242 VERANDA St.</u> <u>Portland, ME 04103</u>	
Current use: <u>VACANT</u>		Cost Of Work: \$ <u>138,000</u> - Fee: \$ <u>1263.00</u>	
If the location is currently vacant, what was prior use: <u>None</u>		75.00 <u>Cost</u> 1338.00	
Approximately how long has it been vacant: _____			
Proposed use: <u>Single Family</u>		JUN 8 2004 REVIEW	
Contractor's name, address & telephone: _____			
Who should we contact when the permit is ready: <u>Tim Higgins - 838-5870</u>			
Mailing address: _____			
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: <u>8385870</u>			

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 be bound by all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the City 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>[Signature]</u>	Date: <u>MAY 24 2004</u> <u>MAY 04-04</u>
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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

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0766	Date Applied For: 06/09/2004	CBL: 341 GOO4001
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Location of Construction: 0 Carriage Ln Lot 18	Owner Name: Bono Inc	Owner Address: 242 Veranda St	Phone: () 838-5870
Business Name:	Contractor Name: Wa Inc	Contractor Address: PO Box 10127 Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single family home	(Proposed Project Description): 32'x40' single family home w/garage
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/21/2004

Note: **Ok to Issue:**

- 1) NO DAYLIGHT BASEMENT is being shown on your submittal. NO DAYLIGHT BASEMENT is being approved with this permit.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. A 10 x 12' rear deck is being shown on your plans. A 10' x 12' rear deck is being approved with this permit.
- 3) This property shall remain a single 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:** Approved **Reviewer:** Jeanine Bourke **Approval Date:** 07/08/2004

Note: 6/29/04 spoke w/ Tim H. About required submissions for, he will come in to make the changes on 7/1. **Ok to Issue:**
7/1 Tim H. Came in w/revisions, waiting for DRC approval

- 1) Separate permits are required for any electrical, plumbing, or heating.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 3) The design load spec sheet for any engineered beam(s) must be submitted to this office.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 07/06/2004

Note: **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) 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.
- 3) Your new street address is now #25 BROADWAY, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 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.

Dept: Planning **Status:** Approved **Reviewer:** Jay Reynolds **Approval Date:** 07/06/2004

Note: **Ok to Issue:**

Carrage Lane Lot #18 04-0766

341-6-4

Soil type/Presumptive Load Value (Table 401.4.1)	Plant Cover	Inspection/Date/Findings
STRUCTURAL Footing Dimensions/Dept 1 (Table 403.1.1 & 403.1.1(1)), Section 403.1.2)	virgin soil / sandy gravel. max 24" x 24" x 12"	ok
Foundation Drainage Dampproofing (Section 406)	Frost wall	ok
Ventilation (Section 409.1) Crawls Space ONLY	N/A	ok
Anchor Bolts/Straps (Section 403.1.4)	?	ok
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	N/A	ok
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	N/A	ok
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	N/A 2x8 16 o.c. Slab	ok
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	2x8 16 o.c.	ok

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	OK
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	Trusses 12:6 24"oc.	OK
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	3/4" 1/2" 5/8" H clips	OK
Fastener Schedule (Table 602.3(1) & (2))	?	OK
Private Garage Section 309 and Section 407 1999 BOCA) Living Space? (Above or beside)		
Fire separation		
Fire rating of doors to living space		
Door Sill elevation (407.5 BOCA)	Per local code above storage closet	OK
Egress Windows (Section 310)	?	OK
Roof Covering (Chapter 9)	4060 Paradigm	OK across
Safety Glazing (Section 308)	Asphalt	
	?	OK
	1st main air conditioner and bath	
	?	OK
Draft Stopping around chimney	N/A	

Header Schedule			OK
Type of Heating System		? Oil FHW	OK Direct
Stairs			
Number of Stairways			
Interior		F2	
Exterior		#2	OK
Treads and Risers (Section 314)		0	
Width		7 3/8" 10"	
Headroom		3'6" scaled	
Guardrails and Handrails (Section 315)		6'8" min.	
Smoke Detectors Location and type/Interconnected		?	OK
Plan Reviewer Signature			

See Chimney Summary Checklist

Deck: ? OK

**TABLE 1003.1
SUMMARY OF REQUIREMENTS FOR MASONRY FIREPLACES AND CHIMNEYS**

NOTE: This table provides a summary of major requirements for the construction of masonry chimneys and fireplaces. Letter references are to Figure 1003.1, which shows examples of typical construction. This table does not cover all requirements, nor does it cover all aspects of the indicated requirements. For the actual mandatory requirements of the code, see the indicated section of text.

ITEM	LETTER	REQUIREMENTS	
		Summary	See Section
Hearth and hearth extension thickness	A	4-inch minimum thickness for hearth.	1003.9.1
		2-inch minimum thickness for hearth extension.	1003.9.2
Hearth extension (each side of opening)	B	8 inches for fireplace opening less than 6 square feet.	1003.10
		12 inches for fireplace opening greater than or equal to 6 square feet.	
ing)	C	16 inches for fireplace opening less than 6 square feet.	1003.10
		20 inches for fireplace opening greater than or equal to 6 square feet.	
Hearth and hearth extension reinforcing	D	Reinforced to carry its own weight and all imposed loads.	1003.9
Firebox dimensions	E	20-inch minimum firebox depth.	1003.11
		12-inch minimum firebox depth for Rumford fireplaces.	
Thickness of wall of firebox	F	10 inches solid masonry or 8 inches where firebrick lining is used.	1003.5
Distance from top of opening to throat	G	8 inches minimum.	1003.7
Smoke chamber			
Wall thickness	H	6 inches lined; 8 inches unlined.	1003.8
Dimensions		Not taller than opening width, walls not inclined more than 45 degrees from vertical for prefabricated smoke chamber linings or 30 degrees from vertical for corbeled masonry.	1003.8.1
chimney vertical reinforcing ^a	I	Four No. 4 full-length bars for chimney up to 40 inches wide. Add two No. 4 bars for each additional 40 inches or fraction of width, or for each additional flue.	1003.3.1
Chimney horizontal reinforcing ^a	J	1/4-inch ties at each 18 inches, and two ties at each bend in vertical steel.	1003.3.2
Fireplace lintel	K	Noncombustible material with 4-inch load-bearing length of each side of opening.	1003.7
Chimney walls with flue lining	L	4-inch-thick solid masonry with liner.	1001.7;
		1/2-inch grout or airspace between liner and wall.	1001.9
Effective flue area (based on area of fireplace opening and chimney)	M	See Section 1001.12.	1001.12
Clearances			
From chimney	N	2 inches interior, 1 inch exterior.	1001.15
From fireplace		2 inches front, back or sides.	1003.12
Combustible trim or materials		6 inches from opening.	1003.13
Above roof		3 feet above roof penetration, 2 feet above part of structure within 10 feet.	1001.6
Anchorage ^c			
Strap	O	3/16 inch by 1 inch.	1003.4
Number			
Embedment into chimney		12 inches hooked around outer bar with 6-inch extension.	
Fasten to		Four joists.	
Bolts		Two 1/2-inch diameter.	
Footings			
Thickness	P	12-inch minimum.	1003.2
Width		6 inches each side of fireplace wall.	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 square foot = 0.0929 m², 1 degree = 0.01745 rad.

^a Required only in Seismic Zones 3 and 4.

From: Marge Schmuckal
To: Jay Reynolds
Date: Mon, Jun 21, 2004 2:17 PM
Subject: Re: lot#18 - single family

I will be sure that you get a copy of it - Tim Higgins was the applicant. Perhaps Jim did not explain to Mr Higgins the special nature in applying for this application.
Marge

>>> Jay Reynolds 06/21 1:12 PM >>>
Planning has not received lot 18.....

Getting a copy to Jay 6/21/04

>>> Marge Schmuckal 06/21/2004 11:54:50 AM >>>
Jay,

Zoning is OK on this single family (the only one in the R-3 zone). What is your status on this? I will pass it on for building code review. If there is any other reason (ownership - deeds) to hold it up. Let us know.

Thanks,
Marge

From: Marge Schmuckal
To: Jay Reynolds; Sarah Hopkins
Date: Mon, Jun 21, 2004 11:55 AM
Subject: lot #18 - single family

Jay,

Zoning is OK on this single family (the only one in the R-3 zone). What is your status on this? I will pass it on for building code review. If there is any other reason (ownership - deeds) to hold it up. Let us know.

Thanks,
Marge

CC: ALEX JAEGERMAN; Kandi Talbot; Lee Urban; PENNY...

Applicant: Tim Higgins

Date: 6/21/04

Address: Carriage Lane (lot 18) C-B-L: 341-G-007A

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development permit # 04-0766

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - to construct new single family dwelling - 32' x 40'

Sewage Disposal - City

Lot Street Frontage - 50' min - 75' scaled rear deck 10 x 12 garage Drive-in under (car)

Front Yard - 25' min - 26' scaled

Rear Yard - 25' min - 32' scaled

Side Yard - 14' min - MAY reduce one side if for every foot taken off, it is added to the opposite side to no less than 8' 11' & 23' shown - OK

Projections - rear deck 10' x 12'

Width of Lot - 75' min - 75' scaled

Height - 35' MAX - 20.5' scaled

Lot Area - 6,500 sq ft min - 7494 sq ft

Lot Coverage/ Impervious Surface - 25% or 1873.5 sq ft

Area per Family - 6,500 sq ft

32 x 40 = 1280
10 x 12 = 120
1400

Off-street Parking - 2 cars req - 2 car garages shown OK

Loading Bays - N/A

Site Plan - reviewed under original site plan # 2003-0004

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 7 zone X

NO Day light Basement shown nor approved

PURCHASE AND SALE AGREEMENT - LAND ONLY

October 9, 2002

_____, _____ Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1 PARTIES: This Agreement is made between Timothy Higgins, _____
_____ (hereinafter called "Buyer") of Portland, ME and
WA Inc, _____ (hereinafter called "Seller") of
Portland, ME

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all)
part of) the premises situated in municipality of Portland, county of Cumberland
State of Maine, located at 23-25 Broadway and described in deed(s) recorded at said County's
Registry of Deeds Book(s) _____, Page(s) _____. If "part of" see Other Conditions (paragraph 22) for explanation.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of _____ PRICE \$ ____
of which _____ DEPOSITS ____
is included herewith as an earnest money deposit, and an additional amount of _____ DEPOSIT \$ ____
will be paid by (date) October 23, 2002. The balance due amount of, .. BALANCE DUE \$ ____
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:

4 EARNEST MONEY/ACCEPTANCE: Dowd Properties ("Agency") shall hold said earnest money
and act as escrow agent until closing; this offer shall be valid until October 9, 2002 (date) 5:00

AM PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event
that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable
attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by
the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and
execute all necessary papers on December 9, 2002 (closing date) or before, if agreed in writing by both parties. If
Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to
exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title,
after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said
earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during
such period.

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

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

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

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

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

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

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	Seller	Seller
Purpose: <u>Complete Survey including Topo and building footprint supplied by Buyer</u>					
2. SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
3. LOCAL PERMITS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
Purpose: _____					
4. HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
5. SUB-DIVISION APPROVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
6. DEP/LURC APPROVALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
purpose: _____					
7. ZONING VARIANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
8. MDOT DRIVEWAY/ ENTRANCE PERMIT	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
9. OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7		
Purpose: <u>See Beilow</u>					

Further specifications regarding any of the above. Easements, right of ways, encumbrances etc. to be reviewed and excepted by Buyer and Buyer's attorney within 7, days of effective date.

Business TAB Jan

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

Page 2 of 4 - P&S-LO Buyer(s) Initials TAN Seller(s) Initials Jan

12. **FINANCING:** This Agreement is subject to Buyer obtaining an approved N/A mortgage of N/A % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of N/A 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 N/A days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within N/A 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 earnest money 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 that it is unable or unwilling to proceed with the financing. 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 N/A points. Seller agrees to pay \$ N/A toward points and/or Buyer's closing costs.

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

Debra Dowd of Dowd Properties represents Seller
 Listing Agent Agency

Debra Dowd of Dowd Properties represents Seller
 Selling Agent Agency

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:** 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.

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:** 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 ___ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. **CONFIDENTIALITY:** Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

Page 3 of 4 - P&S-LO Buyer(s) Initials T.A.H. Seller(s) Initials Q.M.

Oct 09 02 10:03a

22. OTHER CONDITIONS: Seller to have all trash, debris and miscellaneous items removed from the lot prior to closing.

A copy of this Agreement is to be received by Buyer and Seller 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.

Timothy G. Higgins
BUYER
Timothy Higgins

007-640346
SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is _____

Seller accepts the offer and agrees to deliver the abovedescribed 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 earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this 9th day of October

[Signature]
SELLER
WA Inc

0-463204
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is P.O. Box 10127, Portland, ME. 04104

Offer reviewed and refused on _____
SELLER

SELLER

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

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

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All Rights Reserved.



Addendum to Agreement

Addendum to contract dated October 9, 2002

between WA One (hereinafter "Seller")

and Timothy Higgins (hereinafter "Buyer")

property 23-25 Broadway, Portland, ME 04103

Buyer and Seller agree to an extension based on

1 - Buyers deposit shall be reduced to \$500.00. To be held by Dowd Properties.

2 - Contract shall be extended through September 30, 2003 or 30 days from the date the Seller receives final subdivision approval from the City of Portland and delivers to the city proper guarantee documents for the subdivisions construction, whichever comes first.

3 - Any improvements to the lot as mandated for subdivision approval, including but not limited to sidewalk, curbing and bringing utilities to lot, shall be Sellers responsibility. Purchase price shall be increased by the actual costs paid by Seller for these improvements. Buyer, at his option may cancel contract if costs of improvements are not satisfactory to Buyer.

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

Timothy Higgins 1-13-03
Buyer Date
Timothy Higgins

[Signature] 1-14-03
Seller Date
WA One

Buyer Date

Seller Date

Addendum to Agreement

Addendum to contract dated October 2, 2002
 between MA One (hereinafter "Seller")
 and Timothy Higgins (hereinafter "Buyer")
 property 23-28 Broadway, Portland, ME 04103

Buyer and Seller agree to an extension based on

1 - Contract shall be extended through ^{June 15, 2004} ~~April 30, 2004~~ or 30 days from the date the Seller receives final subdivision approval from the City of Portland and delivers to the city proper guarantee documents for the subdivisions construction, whichever comes first.

2 - Any improvements to the lot as mandated for subdivision approval, including but not limited to sidewalk, curbing and bringing utilities to lot, shall be Sellers responsibility. Purchase price shall be increased by the actual costs paid by Seller for these improvements. Buyer, at his option may cancel contract if costs of improvements are not satisfactory to Buyer.

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

Timothy Higgins 10/3/03
 Buyer Date

MA One 10/3/03
 Seller Date

Buyer _____ Date _____

Seller _____ Date _____