

City of Portland, Maine - Building or Use Permit Application

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

PERMIT ISSUED

JAN 31 2006

Permit No: 05-1769	Issue Date: JAN 31 2006	City: 341 G022001
Owner Address: 84 Country Lane	Phone: 207-772-8629	
Contractor Address: 84 Country Lane Portland, ME 04101		Zone: RS

Location of Construction: 6 CARRIAGE LN #2	Owner Name: D.A. Brackett & Co., Inc
Business Name:	Contractor Name: Dwight Brackett
Lessee/Buyer's Name	Phone:

Past Use: vacant Land	Proposed Use: Duplex / Build 32 x 36- 2 bedroom, 2 story duplex
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Permit Fee: \$1,266.00	Cost of Work: \$130,000.00	CEO District: 5
FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB	
Signature	Signature: JMB 1/31/06	

Proposed Project Description: Duplex 32 x 36 2

Signature: _____ Date: _____

Action: Approved Approved w/Conditions Denied

Permit Taken By: Idobson	Date Applied For: 12/	Zoning Approval
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I certify that the proposed work is in accordance with the applicable State and Federal laws and regulations. Building permits include plumbing, electrical and mechanical work. Building permits are issued within six months of the issuance of the permit.

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input checked="" type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/>	<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	<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: 1/5/06	Date:	Date:

PERMIT ISSUED

JAN 31 2006

CITY OF PORTLAND

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

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 are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.


A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection; Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: 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 certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

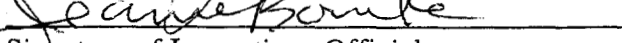
If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERTIFICATE OF OCCUPANCY MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED



Signature of Applicant/Designee

Date



Date 1/31/06

Signature of Inspections Official

Date

CBL: 341-G-22 Building Permit #: 05-1769

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED

Permit Number: 051769
JAN 31 2006

CITY OF PORTLAND

This is to certify that D.A. Brackett & Co., Inc/Dwight Brackett
 has permission to Duplex / Build 32 x 36- 2 bedrooms, 2 stories duplex
 AT 6 CARRIAGE LN #2 341 G022001

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

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

Classification of inspection must be given and when permission is procured before this building or part thereof is occupied or service is closed-in. 4
 YOUR 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

Jennie Burke 1/31/06
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-1769	Date Applied For: 12/06/2005	CBL: 341 G022001
Location of Construction: 6 CARRIAGE LN #2	Owner Name: D.A. Brackett & Co., Inc	Owner Address: 84 Country Lane
Business Name:	Contractor Name: Dwight Brackett	contractor Address: 84 Country Lane Portland
Lessee/Buyer's Name	Phone:	Permit Type: Duplex
Proposed Use: Duplex / Build 32 x 36- 2 bedroom, 2 story duplex	Proposed Project Description: Duplex / Build 32 x 36- 2 bedroom, 2 story duplex	

work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 01/31/2006
Note: **Ok to Issue:**

- 2) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 3) Permit approved based on the plans submrtted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.

Dept: DRC **Status:** Approved **Reviewer:** Jay Reynolds **Approval Date:** 01/03/2006
Note: **OktoIssue:**

Dept: Planning **Status:** Approved **Reviewer:** Jay Reynolds **Approval Date:** 01/03/2006
Note: **Okto Issue:**

Comments:

- 01/04/2006-amachado: Left message with Dwight Brackett. The site plan does not show bulkheads on the back of the building but the building plans do. He needs let us know if there are bulkheads or not and revise either the site plan or building plans to reflect this.
- 01/05/2006-amachado: All set. No bulkheads. Dwight crossed the bulkheads out on the building plans.
- 01/13/2006-GG: received approved site plan. /gg
- 01/31/2006-jmb: Dwight B. Came in to make revisions as noted on plans



1/26/06

6 Carriage Ln. Lot # 2

Staff Review Checklist

341-G-22
05-1769

One & Two Family	Plan Review	Checklist	
Soil type/Presumptive Load Value (Table R401.4.1)			
Component	Submitted Plan	Findings/Revisions/Dates	
Structural			
Footing Dimensions/Depth (Table R403.1 & R403.1(1), Section R403.1 & R403.1.4.1)	10" x 16" 2'-6" sq x 10" pads	OK	
Foundation Drainage, Fabric, Damp Proofing (Section R405 & R406)	Drains ?	as noted 1/31/06	(H)
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	OK	
Anchor Bolts/Straps, Spacing (Section R403.1.6)	Astm 307 5/8" x 12" 3' o.c. 12" corners	OK	
Lally Column Type (Section R407)	3 1/2 Lally	OK	
Girder & Header Spans (Table R 502.5(2))	6'1" 2 Floors max 6'10"	OK	
Built-Up Wood Center Girder Dimension/Type	4-2x10	OK	
Sill/Band Joist Type & Dimensions	2x6 PT 2x10	OK	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 @ 12" o.c. OK 17'3"	OK	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 @ 12" o.c.	OK	
Attic or Additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) & R802.4(2))	Trusses	OK	

Section says 16" o.c. 15'5"

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	Trusses 24"oc.	OK	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	3/4 T&G, 7/16, 5/8	a?.	
Fastener Schedule (Table R602.3(1) & (2))	?	as noted 1/31/06	2
Private Garage (Section R309)	N/A		
Living Space? (Above or beside)			
Fire Separation (Section R309.2)			
Opening Protection (Section R309.1)			
Emergency Escape and Rescue Openings (Section R310)	per notes code	OK	
Roof Covering (Chapter 9)	Fiberglass	OK	
Safety Glazing (Section R308)	checked OK	OK	
Attic Access (Section R807)	? 20" x 30" Fire rated	22" as noted Rating in Attic 1/31/06	OK 3
Chimney Clearances/Fire Blocking (Chap. 10)	Ah? -		
Header Schedule (Section 502.5(1) & (2))	2-2x10 Int Beaming 3-2x8 1st FL & 2nd FL 6' 6" max JUST FL 6" JUST Roof/ceiling	OK	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R-19 walls R-38 Roof ? 1st FL / Foundation U-Factor?	1st Floor R-21 U Factor. 33 1/31/06	4
Type of Heating System	FHW 01/	OK	

Means of Egress (Sec R311 & R312) Basement	No Bulkhead - not habitable	2	
Number of Stairways	4		
Interior	4		
Exterior	3		
Treads and Risers [Section R311.5.3]	7 ³ / ₈ / 7 ³ / ₄ x 10"		
Width (Section R311.5.1)	+ 3"		
Headroom (Section R311.5.2)	6'8" x 6'10"		
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	34" handrail walls		
Smoke Detectors (Section R313) Location and Type/Interconnected	per code as noted	OK	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	UL305 2x4 Attic wall ? Attic sep.	1/2 Truss w/ continuous wall 1/31/16	(S)
Deck Construction (Section R502.2.1) 6' x 36" porch	3-2x8 beam 2x8 16" O.C. Joists Soros 2x8 Rafters	OK	



General Building Permit Application

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

Location/Address of Construction: <u>LOT #2 CARRIAGE LANE</u>		
Total Square Footage of Proposed Structure <u>1152</u>		Square Footage of Lot <u>8001</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>341</u> <u>G</u>	Owner: <u>DA. BRACKETT CO.</u> <u>84 COUNTRY LANE</u> <u>PORTLAND ME 04103</u>	Telephone: <u>772-8629</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone:	cost Of \$ Work: \$ <u>130,000.⁰⁰</u> Fee: \$ <u>1191</u> C of Fee: \$ <u>75</u>
Project description: <u>36x32 - 2 STORY - 2 BED ROOM</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>DWIGHT BRACKETT</u> Mailing address: _____ Phone: <u>772-8629</u>		

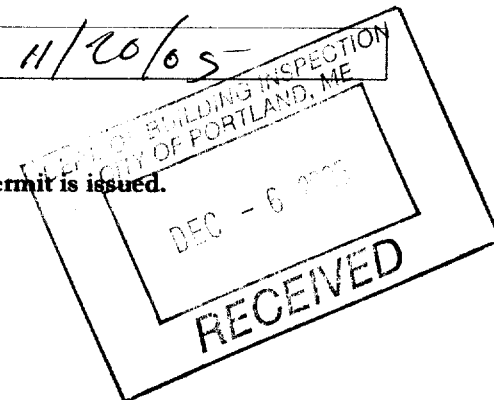
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

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

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

Signature of applicant: <u><i>[Handwritten Signature]</i></u>	Date: <u>11/20/05</u>
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This is not a permit; you may not commence ANY work until the permit is issued.



Applicant: D.A. Brackett Co, Inc.

Date: 12/08/05

Address: 6 Corny)

C-B-L: 341-6-022

permit # 05-1769

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new duplex

Zone Location - R5

Interior or corner lot -

Proposed Use/Work - ~~32~~²⁶ x 36 duplex with 6 x 36 front porch

Sewage Disposal - city

Lot Street Frontage - 50' min. - 50' given

Front Yard - 20' min. - 59.5' scaled

Rear Yard - 20' min. - 30' scaled

Side Yard - 2 strips 12' min. 12' on left. Scaled
12' on right scaled - extremely close

Projections - 3' x 4' rear steps, 3' x 4' rear steps, 4' x 4' front steps, 4' x 4' front steps

Width of Lot - 60' min. - 60' scaled

Height - 35' max. - 23.5' scaled

Lot Area - 6000 sq ft - 8001 sq ft given

Lot Coverage Impervious Surface - 40% - 3200.4 sq ft

32 x 36	=	1152
3 x 4	=	12
3 x 4	=	12
4 x 4	=	16
4 x 4	=	16

Area per Family - 3000 sq ft - 6,000 sq ft

Off-street Parking - 2 for each du - 4 needed - 4 shown

Loading Bays - N/A

OK

1208 sq ft

Site Plan - 2005 - 0265 minor/minor

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 7 - zone X

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

Zoning Copy

2005-0265

Application I. D. Number

Marge Schmuckal

12/6/2005

Application Date

D.A. Brackett

Applicant

84 Country Lane, Portland, ME 04103

Applicant's Mailing Address

Dwiaht Brackett

Consultant/Agent

Applicant Ph: **(207) 772-8629** Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Carriage Lane Duplex

Project Name/Description

6 - 6 Carriage Ln, Portland, Maine

Address of Proposed Site

341 G022001

Assessor's Reference: Chart-Block-Lot

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

1152

8001

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBNPB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Plan _____ Subdivision _____ Engineer Review _____ Date _____

Zoning Approval Status:

Reviewer _____

- Approved Approved w/Conditions
See Attached Denied

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

Condition Compliance _____
signature date

Performance Guarantee Required' Not Required

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

- | | | | |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | _____ | _____ | _____ |
| | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ | _____ | |
| | date | amount | |
| <input type="checkbox"/> Building Permit Issue | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | _____ | _____ | _____ |
| | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ | <input type="checkbox"/> Conditions (See Attached) | _____ |
| | date | | expiration date |
| <input type="checkbox"/> Final Inspection | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Released | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ | _____ | _____ |
| | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | _____ | _____ | |
| | date | signature | |

From: Jay Reynolds
To: Single Family Signoff
Date: 1/3/06 2:58:44 PM
Subject: Carriage lane, lot 1 and lot 2 applications

Lot#1, CBL 341G002, and
Lot#2, CBL 341G022,
Approvals have been entered in urban insight for these applications.

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

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

December **6,2005**

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 one (1) **36' x 32'** duplex building, on lot #2, Carriage Lane, Portland, ME. This building contains Two (**2**) individual apartments. ~~Each~~ apartment contains two (**2**) bedrooms.

This request for a permit is being submitted for your approval, for one (1) building, **36' x 32'**, on Carriage Lane in Portland, ME, containing two (**2**) apartments.

Sincerely,

Dwight A. Brackett
President/Owner

PURCHASE AND SALE AGREEMENT

November 28, 2005

11-29-05 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

C 90 Lines Page(s)

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, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, 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 \$ 160,080
of which DEPOSITS \$ 0
is included herewith as an earnest money deposit, and an additional amount of. DEPOSIT \$ 2,000
will be paid Dec 15, 2005
The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 158,080

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

6. EARNEST MONEY/ACCEPTANCE: Broadway Development ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until November 2005 (date) 12 noon AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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 Jan 25, 2006 (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 Quit claim w/cover-t 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.

DB

[Signature]

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: collected rent, association fees, (other) _____. The day of closing is counted as a Seller day. 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. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

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

TYPE OF MSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF MSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Lead Paint	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Environmental Scan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Arsenic Treated Wood	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Pests	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pool	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Zoning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Flood Plain	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Mold	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Code Conformance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				o. Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	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 is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
- 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.
- Buyer to provide Seller with loan 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 loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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

Licensee	of	Agency	is a	<input type="checkbox"/> Seller Agent	<input type="checkbox"/> Buyer Agent
	of			<input type="checkbox"/> Disc Dual Agent	<input type="checkbox"/> Transaction Broker
Licensee	of	Agency	is a	<input type="checkbox"/> Seller Agent	<input type="checkbox"/> Buyer Agent
				<input type="checkbox"/> Disc Dual Agent	<input type="checkbox"/> Transaction Broker

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

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

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/NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within ___ days" shall refer to calendar days being counted 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.

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 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:** Buyer shall apply for a building permit within 5 days of execution of contract.

Buyer(s) Initials WA Seller(s) Initials [Signature]

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.

Buyer's Mailing address is 84 Country Lane Portland, ME

BUYER [Signature] SS# OR TAXPAYER ID# _____

BUYER _____ SS# OR TAXPAYER ID# _____

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

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

SELLER [Signature] DATE 11/29/05 SS# OR TAXPAYER ID# 01-047794E
SELLER Bond Inc. DATE _____ SS# OR TAXPAYER ID# _____

Offer reviewed and refused on _____ day of _____

SELLER _____ SELLER _____

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

