

City of Portland, Maine - Building or Use Permit Application

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

PERMIT ISSUED

Permit No: 04-0663 Issue Date: JUN 25 2004 CBL: 341-G-023
~~342-AD-1001~~

Location of Construction: Carriage Lane (Lot #3)	Owner Name: C.G.B. Properties LLC	Owner Address: 84 Country Lane CITY OF PORTLAND	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Counrv Lane Portland	Phone: 2077728629
Lessee/Buyer's Name	Phone:	Permit Type: Duplex	Zone: R5
Past Use: Vacant Land	Proposed Use: Duplex on CBL 341-G-023 (Lot #3): Build 28' x 32' 2-story duplex, no decks or garages	Permit Fee: \$1,311.00	Cost of Work: \$135,000.00
		CEO District: 5	
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type SB BCLA 1999
		Signature: Per Lt. Mac	Signature: [Signature]
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
		Signature:	Date:
Permit Taken By: kwd	Date Applied For: 05/24/2004	Zoning Approval	

<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> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 7 zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>All lots reviewed under 2003-0004</i> Maj <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>ok w/ conditions</i> Date: <i>6/24/04</i>	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<p>Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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CERTIFICATION

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

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

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

Permit Number: 040663

PERMIT

This is to certify that C.G.B. Properties LLC/Dwight Brackett
has permission to Build 28' x 32' 2-story duplex w/ decks & garages
AT Carriage Lane (Lot #3) 341-G-023
~~342-A014001~~

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 loaded or otherwise closed-in. **48 HOUR NOTICE IS REQUIRED.**

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

OTHER REQUIRED APPROVALS
Fire Dept. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

PERMITTED
JUN 25 2004
CITY OF PORTLAND

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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.

Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

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 OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE **MAY BE** OCCUPIED

[Signature]
Signature of Applicant/Designee

Date
6/25/04

[Signature]
Signature of Inspections Official

Date

CBL: 342-A-14
341-E-1
341-G-23
341-G-24

Building Permit #: 040689
04-0645
04-0663
04-0665

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0663	Date Applied For: 05/24/2004	CBL: 341 GO23001
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Location of Construction: 0 Carriage Ln (lot #3)	Owner Name: Wa One	Owner Address: Po Box 10127	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: (207) 772-8629
Tenant/Buyer's Name	Phone:	Permit Type: Duplex	

Duplex on CBL 341-G-023 (Lot #3): Build 28' x 32' 2-story duplex, no decks or garages	Build 28' x 32' 2-story duplex, no decks or garages
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Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 06/24/2004

Note: **Ok to Issue:**

- 1) the sprinkler system shall be tested in accordance with NFPA 13R standards and the results submitted to the Portland Fire Department
- 2) the sprinkler system shall be installed in accordance with NFPA 13R standards

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. McDougall **Approval Date:** 01/22/2003

Note: **Ok to Issue:**

- 1) street name has to approved thru Jon Giles, engineering department

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Sebago Technic **Approval Date:** 02/24/2004

Note: **Ok to Issue:**

Location of Construction: 0 Carriage Ln (lot #3)	Owner Name: Wa One	Owner Address: Po Box 10127	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: (207) 772-8629
Lessee/Buyer's Name	Phone:	Permit Type: Duplex	

Dept: Planning **Status:** Approved with Conditions **Reviewer:** Kandi Talbot **Approval Date:** 02/24/2004

Note: **Ok to Issue:**

- 1) xii. 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, stormwater management, lighting, etc.
- 2) xi. 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.
- 3) x. 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.
- 4) ix. that the landscape plan be revised to show minimum areas for foundation plantings. The plans shall also be revised to increase the esplanade on the easterly side of Carriage 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 prior to establishment of performance guarantees.
- 5) viii. 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.
- 6) vii. 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.
- 7) vi. 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 separation 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.
- 8) v. 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.
- 9) iv. That Bono Inc. D/b/a Broadway Development Inc. Execute a 10 ft. Wide public pedestrian easement acceptable to Corporation Counsel, prior to issuance of the first building permit and to construct a 5 ft. Paved walking path from the proposed sidewalk on Carriage Lane to the existing Lot 22 Maggie Lane sidewalk, prior to issuance of the first certificate of 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.
- 10) iii. That the applicant revise the plans to reflect the comments listed in Section IV - Staff Review of Planning Report #2-04, to be reviewed and approved by staff.
- 11) ii. 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.)
- 12) i. 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.

Comments:

5/26/04-kwd: error calculating permit fee, they owe us \$30.00. Kwd

5/27/04-kwd: \$30.00 paid. Kwd

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



Print	Tax#13	0	Constr Type	New	Num1	40663	
Permit Nbr	04-0663	Location of Construction	0	Carriage Ln (lot #3)	Appl. Date	05/24/2004	
Status	Hold	Permit Type	Duplex	Issue Date			
CBL	341 G023001	District Nbr		Estimated Cost	\$135,000.00	Date Closed	

Comment Date	Comment	Apply	Print	Save	Print
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06/23/2004 need more info - called builder to set up time to go over items.

05/27/2004 \$30.00 paid: Kwd
Name: [kwd] Follow Up Date: [] Completed:

05/26/2004 error calculating permit fee. they owe us \$30.00: Kwd
Name: [kwd] Follow Up Date: [] Completed:

CreatedBy	[kwd]	CreatedDate	05/26/2004	ModBy	[from]	ModDate	06/23/2004
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City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0663	Date Applied For: 05/24/2004	CBL: 341 G023001
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Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: (207) 772-8629
Lessee/Buyer's Name	Phone:	Permit Type: Duplex	

Proposed Use: Duplex on CBL 341-G-023 (Lot #3): Build 28' x 32' 2-story duplex, no decks or garages	Proposed Project Description: Build 28' x 32' 2-story duplex, no decks or garages
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 06/21/2004
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<p>1) NO DAYLIGHT BASEMENT is being shown on your submittl. NO DAYLIGHT BASEMENT is being approved with this submittal.</p> <p>2) Separate permits shall be required for future decks, sheds, pools, and/or garages. NO REAR DECKS OR STOOPS ARE BEING SHOWN ON YOUR SUBMITTED SITE PLAN. NO REAR DECKS OR STOOPS ARE BEING APPROVED WITH THIS SUBMITTAL.</p> <p>3) This property shall remain a two (2) family dwelling. Any change of use shall require a separate permit application for review and approval.</p> <p>4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.</p>			
Dept: Building	Status: Pending	Reviewer:	Approval Date:
Note:			Ok to Issue: <input type="checkbox"/>
Dept: DRC	Status: Pending	Reviewer: Jay Reynolds	Approval Date:
Note:			Ok to Issue: <input type="checkbox"/>

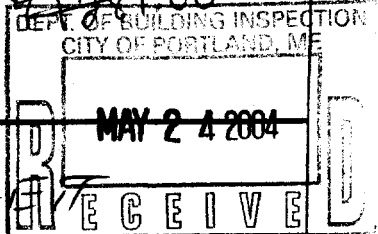
Comments:
 5/26/04-kwd: error calculating permit fee, they owe us \$30.00. Kwd
 5/27/04-kwd: \$30.00 paid. Kwd

04-0663

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 of Portland before permits of any kind are accepted.

Location/Address	E LAKE JOB # 3	
Total Square Feet	Gross Footage of Lot 7,708	
Tax Assessor's Chart#	16 FT BRACKET COUNTRY LAKE LAND ME 04103	Telephone: 772-8629
Lessee/Buyer's Name	Name, address & telephone: 772-8629	Cost of Work: \$ 135,000 Fee: \$ 516 Fee 1236.00
Current use:	If the location is currently vacant, what was prior use: VACANT LAND 1010 75.00	
Approximately how long has it been vacant:	# 1311-02	
Proposed use:	MULTI UNIT	
Project description:	28x32 - 2 UNIT - 2 STORY	
Contractor's name, address & telephone:	Dwight Brackett	
Who should we contact when the permit is ready:	Dwight Brackett	
Mailing address:	84 COUNTRY LAKE PORTLAND ME 04103	
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: 772-8629		



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

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

Signature of applicant: [Signature] | Date: 5/24/04

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: Dwight Brachef

Date: 6/21/03

Address: Lot #3 Carriage Lane

C-B-L: 341-G-023

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New development

Zone Location - R-5

"No Decks
No Garage"

Interior or corner lot -

Proposed Use/Work - to construct 28' x 32' 2 story Duplex

Sevage Disposal - City

Lot Street Frontage - 50' min - 61' scaled

Front Yard - 20' min req - 36' scaled

Rear Yard - 20' min req - 38' to rear bulkhead

Side Yard - 12' min req - can reduce one side to no less than 8' if every req foot taken off is added to the other side - 8' & 26" shown - 5.5' x 6' scaled

Projections - 2 rear bulkheads - NO rear stoops or decks shown on site plan, so NOT approved
front entry way 7' x 9'

Width of Lot - 60' min - 62.5' scaled

Height - 35' max - 23' scaled

Lot Area - 6,000^{sq} 7,708^{sq}

$$4 \times 9 = 36 \text{ } \text{sq}$$

$$28 \times 32 = 896 \text{ } \text{sq}$$

$$2(5.5 \times 6) = 66 \text{ } \text{sq}$$

Lot Coverage Impervious Surface - 40% max = 3083.2

Area per Family - 3,000 per fam or 6,000^{sq}

Off-street Parking - 2 pkg spaces ea or 4 pkg spaces - 4 pkg spaces shown

Loading Bays - N/A

Site Plan - All approved under original site plan # 2003-0004

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 7 - Zone X

No Daylight Basement Shown

#8 A-B Carriage Ln.

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0663	Issue Date:	CBL: <u>341-G-023</u> 342 A014001
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		CEO District: 5	
Proposed Project Description:		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:
		Signature: <i>[Signature]</i>	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied			
		Signature:	Date:

Permit Taken By: kwd	Date Applied For: 05/24/2004	Zoning Approval	
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- 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 ail work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmarl <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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CITY OF PORTLAND
APPROVED SITE PLAN
Subject to Dept. Conditions
Date of Approval: 6-16-04

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

From: Jay Reynolds
To: Doug Reynolds; James Wolf
Date: Thu, Jun 3, 2004 9:10 AM
Subject: Lot 3, Carriage Lane Review

Doug, Jim:

Comments:

1. There is some question whether sufficient right, title, and interest has been provided by Dwight Brackett, the applicant. I will defer to our legal dept. on this item.
2. Building plans show bulkheads, approved sub. plan does not.
3. The entry ways don't match on the Building elevations and Site plan.
3. Please label the 20' rear setback as the 20' undisturb buffer (as labeled on the subdivision approval).
4. There is a note that says "existing contour prior to construction", which points to contours in the undisturb zone. Being that no changes are allowed in this area, I'm uncertain of the need for this note. Please remove.
5. There is approx. 28 of silt fence on the upper par of the lot. I'm unsure how purposeful this will be. Perhaps along the front of the lot (lower) would be more applicable.
6. "3 white pines by roadway developer" note is wrong. These are guaranteed under the site performance guarantee under lot 3. Please correct or remove note.

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

CC: Sarah Hopkins

2004
6/3

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 W.A. ONE INC. A Maine (hereinafter called "Buyer") of Portland, ME and CGB Properties (hereinafter called "Seller") of Portland, Maine

2 DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (a part of) the premises situated in municipality of Portland, county of Cumberland State of Maine, located at 19 Magaic Lane - 25 Magaic Lane and described in deed(s) recorded at said County Registry of Deeds Book(s) 16695 Page(s) 159. If "part of" see Other Conditions (paragraph 26) for expansion.

3 FIXTURES The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following: All
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, as a condition with no warranties: All 6 Stoves, 6 refrigerators, 6 dishwashers, All items owned by seller located within each unit
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 \$ _____ of which _____ DEPOSIT \$ _____ is included herewith as an earnest money deposit, and an additional amount of _____ DEPOSIT \$ _____ will be paid by (date) _____ The balance due amount of _____ BALANCE DUE \$ _____ is to be paid by certified or bank check upon delivery of the Deed per Exhibit A paragraph 26.
This Purchase and Sale Agreement is subject to the following conditions

6 EARNEST MONEY/ACCEPTANCE: _____ ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date) AM PM, and, in the event of 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.

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 April 27, 2004 (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 defect. 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 certified 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.

Rev 2002 Page 1 of 4 . P&S Buyer(s) Initials [Signature] Seller(s) Initials _____

MAY 27 2004 RECEIVED

5-10-04 JAW DB

to the Jim DB JW

COPY

PURCHASE AND SALE AGREEMENT

March 23, 2004

March 23, 2004
Effective Date is defined in Paragraph 24 of this Agreement

1 PARTIES. This Agreement is made between W. A. ONE INC, A Maine Corporation (hereinafter called "Buyer") of Portland, ME and CGB Properties (hereinafter called "Seller") of Portland, Maine

2 DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (a. part of) the premises situated in municipality of Portland County of Cumberland State of Maine, located at 19 Maggie Lane - 25 Maggie Lane and described in deed(s) recorded at said County's Registry of Deeds Book(s) 116695 Page(s) 159. If "part of" see Other Conditions (paragraph 26) for explanation.

3 FIXTURES. The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following All. 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, as a condition with no warranties: 6 stoves, 6 refrigerators, 6 dishwashers, All items owned by seller located within each unit. 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 \$ of which DEPOSITS is included here with as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by (cash) per Exhibit A paragraph 26. 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:
6 EARNEST MONEY/ACCEPTANCE: per Exhibit A paragraph 26. ("Agency") shall hold said earnest money as escrow agent until closing; this offer shall be valid until May 21, 2004 (date) 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.

5-10-04
JW
DB

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 April 27, 2004 (closing date) or before, if agreed in writing by both parties. 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 defect after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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

9 POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

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

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

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

13 INSPECTIONS. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Seller makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>7</u> days	j. Other Air Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Other Water Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
Asbestos Air Quality	<input 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 in full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspections mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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

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

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.
- 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 _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

Page 2 of 4 - P&S Buyer(s) Initials [Signature] Seller(s) Initials _____

15 AGENCY DISCLOSURE Buyer and Seller acknowledge they have been advised of the following agency relationships

Listing Agent MA of _____ Agency represents _____
Selling Agent _____ of _____ Agency represents _____

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

7 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 my 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

8 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.

9 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.

11 COUNTERPARTS: This Agreement may be signed on my 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/has not malfunctioned within 180 days prior to closing

24 EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within _____ 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

18 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.

OTHER CONDITIONS _____

Page 3 of 4 - P&S Buyer(s) Initials MA Seller(s) Initials _____

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a ~~Maine~~ contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

[Signature]
BUYER

SS# OR TAXPAYER ID#

[Signature]
BUYER For WA ONE INC

01-0963204
SS# OR TAXPAYER ID#

Buyer's Mailing address is PO Box 10127 Portland ME 04104

Seller accept 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 earnest money is forfeited by Buyer it shall be distributed as follows _____

Signed this [Signature] day of _____
SELLER

007546734
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is 84 COUNTRY LANE - PORTLAND ME 04103

Offer reviewed and refused on _____

SELLEK

SELLER

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

BUYER _____ DATE _____

SELLER _____ DATE _____


BUYER _____ DATE _____

SELLER _____ DATE _____

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



EXHIBIT A

Paragraph 26 *1.5% Ark* 

Purchase ~~is~~ **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.

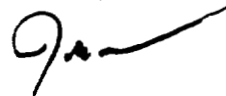


Exhibit B.

February 26, 2004

Mr. James Wolf
Bono Inc. d/b/a Broadway Development
P.O. Box 10122
Portland, ME 04 104

RE: Carriage Lane Development
ID #2003-0004, CBL #34 1-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:

1. That the plan is in conformance with the stormwater regulations of the DEP with the following condition:
 1. 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).
3. That the plan is in **conformance** with ~~the~~ Subdivision Review Ordinance of the City Land Use Code with the following conditions:
 1. that the applicant revise the **plans** to reflect the comments listed in Section IV - Staff Review of Planning Report **#2-04**, to be reviewed and approved by staff,
 - ii. that Bono Inc. d/b/a **Broadway** Development, Inc. execute a 10 ft. wide public pedestrian easement acceptable to Corporation Counsel, prior 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, prior to issuance of the first certificate of 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.
 - iv. 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 separation 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.
4. That the plan is in conformance with the Site Plan Standards of the Land Use Code with the following conditions:
- i. that ~~the~~ landscape plan be revised to show minimum areas for foundation 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 **prior** 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, stonewater 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 amount 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.
3. **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 occur 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 Memtt at **874-8300**, ext. **8828**. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator must be notified five (5) working days prior to date 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 **Boards** actions, please contact Kandice Talbot at **874-8901**

Sincerely,

Orlando Delogu, Chair
Portland Planning Board



cc: Lee D. Urban, Planning and Development Department Director
Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
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

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

March 23,2004

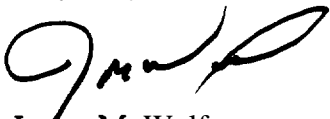
Dwight **Brackett**
C/o **C.G.B** Properties LLC
84 Country Lane
Portland, ME 04103

~~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/jmy
Email = jmw1@maine.rr.com

Header Schedule	OK	
Type of Heating System	Furnace into interior Block chimney	
Stairs Number of Stairways		
Interior 4		
Exterior		
Treads and Risers [Section 314]	OK 10" T + 7 1/2 to 7 3/4" Rise - OK	
Width	3-6 finished - OK	
Headroom	6-8 OK	
Guardrails and Handrails [Section 315]	Enclosed stairs - handrail detail OK	
Smoke Detectors Location and type/Interconnected	Not shown - OK - went over w/Dwight	
Plan Reviewer Signature		

See Chimney Summary Checklist

③ ^{OK} Fire wall.
Ridge to Bsmnt -
Reviewed w/Dwight

⑥ ^{OK} Sprinklers?
will get State +
Local Approval

⑦ Framing of
front overhang.
OK
Shows on plan

Lot ~~2~~³ Carriage

Dwight @ 772-8629

#04-0663

Component	Plan Reviewer	Inspection/Date/Findings
Soil type/Presumptive Load Value (Table 401.4.1)		
STRUCTURAL Footings Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	OK Shows B'-7 1/2"	Went over w/ Dwight - OK
Foundation Drainage Damp proofing (Section 406)	OK Note #1 sheet A2	Shows drainage - Need filter fabric
Ventilation (Section 409.1) Crawls Space ONLY	N/A	
Anchor Bolts/Straps (Section 403.1.4)	5/8" @ 3' oc - OK	
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	OK - 3-2x10's - 5 1/2' largest span	
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	OK ↗	
Sill/Band Joist Type & Dimensions	2x8 PT - OK	
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	10 S 16 oc	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	2x10's - 16' oc	

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Trussed	K
Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	11	if
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	OK	
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		
Fire rating Door Sill Elevation (407.5 BOCA)	Separating wall - Will be	1 hour from bsmt to ridge
Egress Windows (Section 310)	OK	went out w/ Dwight
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	OK shows Temp	in baths
Attic Access (BOCA 1211.1)	Size ?	22" x 30" Min - OK Rev. w/ Dwight
Draft Stopping around chimney	OK	

OK
OK

OK