

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 04-0665 Issue Date: JUN 25 2004 CBL: 341-G-024  
~~342-A014001~~

**PERMIT ISSUED**

Location of Construction: Carriage Lane (Lot #4)	(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 Country 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-024 (Lot #4): Build 30' x 46' two-story duplex w/2 bulkheads, no garages, no decks	Permit Fee: \$1,311.00	Cost of Work \$135,000.00	CEO District: 5
Proposed Project Description: Build 30' x 46' two-story duplex w/2 bulkheads, no garages, no decks		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: R-3 Type: SB BOCA 1999 Signature: <i>[Signature]</i>	

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:	Date Applied For: 05/25/2004	<b>Zoning Approval</b>
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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 all work..

<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> FloodZone <i>Panel 7 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>All lots renewed under #2004-00</i> Maj <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK with conditi</i> Date: <i>5/21/04</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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**CERTIFICATION**

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

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

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING INSPECTION

## PERMIT

Permit Number: 040865

PERMIT ISSUED  
JUN 25 2004  
CITY OF PORTLAND

This is to certify that C.G.B. Properties LLC/Dwight Brackett  
has permission to Build 30' x 34' two-story duplex w/2 buildings, no porches, no decks  
AT Carriage Lane (Lot #4) 341-G-024  
342-AGM001

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 laid or closed-in. HEAVY NOTICE IS REQUIRED.

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

**OTHER REQUIRED APPROVALS**

Fire Dept. [Signature]  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

[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.

       CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

  
Signature of Applicant/Designee

Date 6/25/04

  
Signature of Inspections Official

Date

CBL: 342-A-14

Building Permit #: 040689

341-E-1  
341-G-23  
341-G-24

04-0645  
04-0663  
04-0665

**CITY OF PORTLAND**  
**DEPARTMENT OF PLANNING & URBAN DEVELOPMENT**  
 389 Congress Street  
 Portland, Maine 04101

**INVOICE FOR PERMIT FEES**

<b>Application No:</b> 4-0665	<b>Applicant:</b> Wa One
<b>Project Name:</b> Build 30' x 40' two-story duplex w/	<b>Location:</b> 0 Carriage Ln (lot #4)
<b>CBL:</b> 341 G024001	<b>Development Type:</b>
<b>Invoice Date:</b> 05/26/2004	

<b>Previous Balance</b>	-	<b>Payments Received</b>	+	<b>Current</b>	=	<b>Total</b>	<b>Payment Due</b>
\$0.00		\$0.00		\$1,311.00		\$0.00	\$1,311.00

**Second Billing**

**Previous Balance** **\$0.00**

<b>Fee Description</b>	<b>Qty</b>	<b>Fee Charge</b>
Certificate of Occupancy	1	\$75.00
Building Permit Fee First \$1000	1	\$30.00
Building Permit Fee Add'l \$1000	1	\$1,206.00
		<u>\$1,311.00</u>
<b>Total Current Fees:</b>		<b>\$1,311.00</b>
<b>Amount Due Now:</b>		<b>\$1,311.00</b>

-----  
 Detach and remit with payment

**Bill to:** Wa One  
 Po Box 10127  
 Portland, ME 04104

CBL 341 G024001  
**Application No:** 4-0665  
**Invoice Date:** 05/26/2004  
**Invoice No:** 14145  
**Total Amt Due:** \$30.00  
**Payment Amount:**

Make checks payable to the **City of Portland**, ATTN: Karen Dunfey, 3rd Floor, 389 Congress Street, Portland, ME 04101

<b>Location of Construction:</b> 0 Carriage Ln (lot #4)	<b>Owner Name:</b> Wa One	<b>Owner Address:</b> Po Box 10127	<b>Phone:</b> 207-772-8629
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone</b> (207) 772-8629
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Duplex	

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

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

<b>Location of Construction:</b> 0 Carriage Ln (lot #4)	<b>Owner Name:</b> Wa One	<b>Owner Address:</b> Po Box 10127	<b>Phone:</b> 207-772-8629
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone:</b> (207) 772-8629
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> 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:**

i/26/04-kwd: permit fee calculated incorrectly, owes us \$30.00. Kwd

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

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

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

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

<b>Permit No:</b> 04-0665	<b>Date Applied For:</b> 05/25/2004	<b>CBL:</b> 341 G024001
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<b>Location of Construction:</b> 3 Carriage Ln (lot #4)	<b>Owner Name:</b> Wa One	<b>Owner Address:</b> Po Box 10127	<b>Phone:</b> 207-772-8629
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone:</b> (207) 772-8629
<b>Tenant/Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Duplex	

<b>Proposed Use:</b> Duplex on CBL 341-G-024 (Lot #4): Build 30' x 40' two-story duplex w/2 bulkheads, no garages, no decks	<b>Proposed Project Description:</b> Build 30' x 40' two-story duplex w/2 bulkheads, no garages, no decks
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<b>Comments:</b> 5/26/04-kwd: permit fee calculated incorrectly, owes us \$30.00. Kwd 5/27/04-kwd: \$30.00 paid. Kwd
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04-0665

# All Purpose Building Permit Application

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

Location/Address of Construction: <u>CARRIAGE LANE</u>		
Total Square Footage of Proposed Structure <u>2040</u>	Square Footage of Lot <u>7,708 SQ.FT.</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>341</u> Block# <u>6124</u> Lot# <u>4</u>	Owner: <u>D. BRACKETT &amp; CO INC.</u>	Telephone: <u>772-8629</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>DWIGHT BRACKETT</u> <u>84 COUNTRY LANE</u> <u>PORTLAND ME 04103</u>	Cost Of Work: \$ <u>135,000</u> Fee: \$ <u>136.00</u>
Current use: <u>MULTI UNIT</u>		<u>136.00</u>
If the location is currently vacant, what was prior use: <u>VACANT LAND</u>		<u>75.00</u>
Approximately how long has it been vacant: _____		<u>4,281.00</u>
Proposed use: <u>MULTI UNIT - 2 UNIT</u>		<u>1311.00</u>
Project description: <u>30 X <del>34</del> 40 2 STORY</u>		
Contractor's name, address & telephone:		
Who should we contact when the permits ready: <u>DWIGHT BRACKETT</u>		
Mailing address: <u>84 COUNTRY LANE</u> <u>PORTLAND ME 04103</u>		
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>772-8629</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 conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: Dwight Brackett Date: 5/20/04

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 4<sup>th</sup> floor of City Hall



Applicant: Dwight Brackett

Date: 6/21/04

Address: Carriage Lane lot #4

C-B-L: 341-G-02A

CHECK-LIST AGAINST ZONING ORDINANCE

permit # 04-0665

Date - New Development

Zone Location - R-5 Zone

Interior or corner lot -

Proposed Use/Work - to construct 30' x 40 2 story Duplex - No garages  
No Decks

Sevage Disposal - City

Lot Street Frontage - 50' min - 62' scaled

Front Yard - 20' min req - 26' scaled

Rear Yard - 20' min req - 43' scaled to rear B.H.

Side Yard - 12' min req - may reduce one side to no less than 8' if for every req. foot taken off, it must be added to the other side 8' is 24' shown

Projections - 2 front steps into porch - 2 rear bulk heads  
1' x 4' 5.5' x 6'

Width of Lot - 60' min - 62' scaled

Height - 35' MAX - 23.5' scaled

Lot Area - 6,000 sq ft min 7130 sq ft given

Lot Coverage/ Impervious Surface - 40% MAX of 2852 sq ft

Area per Family - 3,000 sq ft per fam. or 6,000 sq ft

Off-street Parking - 2 pkg spaces per unit or 4 pkg spaces

Loading Bays - N/A

Site Plan - All lots reviewed under #2003-0004

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 7 zone X

$$\begin{aligned}
 30 \times 40 &= 1200 \text{ sq ft} \\
 2(5.5' \times 6') &= 66 \text{ sq ft} \\
 2(1' \times 4') &= 8 \text{ sq ft} \\
 \hline
 &= 1274 \text{ sq ft}
 \end{aligned}$$

OK

No Daylight Basements Show

**COPY**

**PURCHASE AND SALE AGREEMENT**

March 23 2004

March 23 2004 Effective Date

Effective Date is defined in Paragraph 14 of this Agreement

PARTIES This Agreement is made between J. A. On - 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  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, 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: 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 5 of which \_\_\_\_\_ DEPOSITS \_\_\_\_\_ 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 ~~Escrow Agent~~ 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) \_\_\_\_\_  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  
JAW  
DB

512764  
Jim P  
5/15/04

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 May 21, 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 **my** 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.

MAY 27 2004

**COPY**

**PURCHASE AND SALE AGREEMENT**

March 23, 2004

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

PARTIES This Agreement is made between L3, A ONE INC. A Maine corporation (hereinafter called "Buyer") of Portland, ME and \_\_\_\_\_ (hereinafter called "Seller") of \_\_\_\_\_

2 DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (a ) 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, 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 \_\_\_\_\_ DEPOSITS \$ \_\_\_\_\_ is included here with as an earnest money deposit, and an additional amount of \_\_\_\_\_ DEPOSIT \$ \_\_\_\_\_ will be paid by (dare) \_\_\_\_\_. The balance due amount of... BALANCE DUE \$ \_\_\_\_\_ is to be paid by certified or bank check, upon delivery of the Deed - per ~~Paragraph 26~~ 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 receive 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 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.

5-10-04  
J.M.  
D.B.

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

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

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

13 INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days	j. Other Air Tests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Mold	<input checked="" type="checkbox"/>	<input 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
i. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days				

14 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.

15 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 \$ \_\_\_\_\_

16 FINANCING This Agreement is subject to Buyer obtaining an approved \_\_\_\_\_ mortgage 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 \_\_\_\_\_

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

Listing Agent NA of \_\_\_\_\_ Agency \_\_\_\_\_ icpresents \_\_\_\_\_  
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

17 MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction

18 DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

20 HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21 COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding

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

Explain \_\_\_\_\_

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

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

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 parties and their agents to receive a copy of the entire closing statement.

OTHER CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

01-0463204

SS# OR TAXPAYER ID# \_\_\_\_\_

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

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay Agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer it shall be distributed as follows \_\_\_\_\_

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

[Signature]  
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

*And 5th Ave*   
Purchase ~~of~~ 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

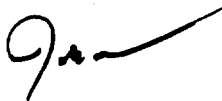
Buyer shall provide Seller with site trees which shall be installed by Seller to the satisfaction of the City of Portland.

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.



Exh. b. + B.

February 26, 2004

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

RE: Carriage Lane Development  
ID #2003-0004, CBL #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:
  - i. 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 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.
  - 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, stormwater 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 Merritt 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

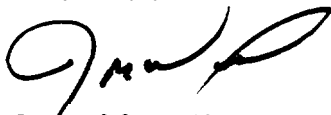
Dwight Brackett  
C/o C.G.B. Properties LLC  
84 Country Lane  
Portland, ME 04103

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](mailto:jmw1@maine.rr.com)

**From:** Jay Reynolds  
**To:** Doug Reynolds; James Wolf  
**Date:** Thu, Jun 3, 2004 9:16 AM  
**Subject:** Lot 4, Carnage 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. It was brought to my attention that the elevation of the bulkheads may be an issue. Being that the elevation is approx. 1.5 feet lower than the top of foundation, either the lot grading or the finish floor elevation may be unattainable. Please elaborate.
3. The entry ways don't match on the Building elevations and Site plan.
4. The zoning administrator indicated that the rear steps should be shown on the site plan.
5. Please label the 20' rear setback as the 20' undisturb buffer (as labeled on the subdivision approval).
6. 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.
7. There is silt fence on the upper part of the lot. I'm unsure how purposeful this will be. Perhaps along the front of the lot (lower) would be more applicable.
8. "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  
[jayir@portlandmaine.gov](mailto:jayir@portlandmaine.gov)

CC: Sarah Hopkins

JUN 3 2004



Permit Nbr: 04-0665  
 Status: Hold  
 CBL: 341 G024001

Permit: 0  
 Text93: 0  
 Location of Construction: Carriage Ln (lot #4)  
 Permit Type: Duplex  
 District Nbr: 341 G024001  
 Constr Type: New  
 Num1: 40665  
 Appl. Date: 05/25/2004  
 Issue Date:   
 Date Closed:   
 Estimated Cost: \$135,000.00

Comment Date	Comment	Name	Follow Up Date	Completed
05/23/2004	need some more info - called builder to set up time and go over items.	frmm		<input type="checkbox"/>
05/27/2004	\$30.00 paid. kwd	kwd		<input type="checkbox"/>
05/26/2004	permit fee calculated incorrectly, owes us \$30.00. kwd	kwd		<input type="checkbox"/>

CreatedBy: kwd  
 CreateDate: 05/26/2004  
 ModBy: frmm  
 ModDate: 06/23/2004

4  
lot Carriage

Dwight @ 772-8629

Permit # 01-0663

Component	Plan Reviewer	Inspection/Date/Findings
Soil type/Presumptive Load Value (Table 401.4.1)		
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	OK Shows 8'-7 1/2"	OK ✓ Dwight Shows drainage - Need filter fabric
Foundation Drainage Damp proofing (Section 406)	OK Note #1 sheet A2	
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)) Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	OK - 3-2x10's - 5 1/2' largest span OK →	
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x6 PT - OK 2x10's - 16'oc	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	2x10's - 16'oc	OK ✓ John A. Levey Permit # 01-0663

3-2x6 New New Drawing  
truss OK  
Cantilever - 10" MAX  
OK



Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1) )	Trussed - OK
Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7) )	11"
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 of <del>doors to living space</del> <del>Door Elevation (407 BOCA)</del>	Separating wall - OK
Egress Windows (Section 310)	Reviewed w/ Dwyght - Basement to ridge
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
Draft Stopping around chimney	OK Renewed w/ Dwyght

*(Signature)*

*(Signature)*

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" 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 Dwight
Plan Reviewer Signature		

See Chimney Summary Checklist

Fire wall int ridge to Bsmint w/ 1 hour reviewed Dwight  
 OK - Sprinklers? OK State + approved front porch roof  
 Framing of OK  
 will get local approval front porch roof