

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 040666

PERMIT ISSUED

JUL 01 2004

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

This is to certify that C.G.B. Properties LLC/Dwight Brackett has permission to Build 30' x 34' two-story duplex w/2 bulbheads, no porches, no decks AT Carriage Lane (Lot #5) #10 A & B 341-G-025

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 entered 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 _____

PERMIT ISSUED
JUL 01 2004
CITY OF PORTLAND

[Signature] 7/1/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

PERMIT ISSUED

Permit No: 04-0666	Issue Date: JUL 0 1 2004	CBL: 341-G-025 342-A014001
-----------------------	-----------------------------	---

Location of Construction: #18 AUB Carriage Lane (Lot #5)	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:		Zone: R5

Past Use: Vacant Land	Proposed Use: Duplex on CBL 341-G-025 (Lot #5): Build 30' x 34' 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 34' two-story duplex w/2 bulkheads, no garages, no decks

FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R 3 Type: SB BOLA 1999
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
Action: Approved Approved w/Conditions Denied
Signature: _____ Date: _____

Permit Taken By: kwd	Date Applied For: 05/25/2004	Zoning Approval
-------------------------	---------------------------------	------------------------

<ol style="list-style-type: none"> 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.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>OK Per MS</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>6/28/04</i>	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 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 Date: <i>[Signature]</i>
---	---	---	--

PERMIT ISSUED
JUL 0 1 2004
CITY OF PORTLAND

CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0666	Date Applied For: 05/25/2004	CBL: 341 G025001
------------------------------	--	----------------------------

Location of Construction: 18 Carriage Ln (lot #5)	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	

Proposed Use: Duplex on CBL 341-G-025 (Lot #5): Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks	Proposed Project Description: Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks
--	--

--

Dept: DRC	Status: Pending	Reviewer: Jay Reynolds	Approval Date:
Note:	Ok to Issue: []		

Comments: 5/26/04-kwd: permit fee miscalculated, owes us \$30.00. Kwd 5/27/04-kwd: received payment. Kwd

City of Portland, Maine - Building or Use Permit389 Congress Street, 04101 **Tel:** (207) 874-8703, **Fax:** (207) 874-8716

Permit No: 04-0666	Date Applied For: 05/25/2004	CBL: 341 G025001
------------------------------	--	----------------------------

Location of Construction: 18 Carriage Ln (lot #5)	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	

Proposed Use: Duplex on CBL 341-G-025 (Lot #5): Build 30 x 34' two-story duplex w/2 bulkheads, no garages, no decks	Proposed Project Description: Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks
---	--



Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 06/28/2004
Note: **Ok to Issue:**

1) the sprinkler system shall be installed in accordance with NFPA 13R

Dept: DRC **Status:** Pending **Reviewer:** Jay Reynolds **Approval Date:**
Note: **Ok to Issue:**

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:**

1) see Planning conditions

Location of Construction: 18 Carriage Ln (lot #5)	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

Comments:
5/26/04-kwd: permit fee miscalculated, owes us \$30.00. Kwd
5/27/04-kwd: received payment. Kwd

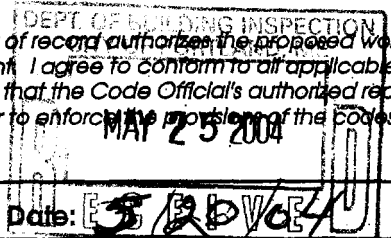
04-0666

All Purpose Building Permit Application

		E
Total Square Footage of Proposed Structure 2040	Square Footage of Lot 7130 SQFT.	
Chart# 341	Block# G 125	Lot# 5 772-8629
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: DWIGHT BRACKET 84 COUNTRY LANE PORTLAND ME 04103	Cost Of Work: \$13500 ⁰⁰ Fee: \$
Current use: MULTI UNIT		
If the location is currently vacant, what was prior use: VACANT LAND		
Approximately how long has it been vacant: _____		
Proposed use: MULTI UNIT - 2 UNIT		
Project description: 3034 2 UNIT - 2 STORY		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: DWIGHT BRACKET		
Mailing address: 84 COUNTRY LANE 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:		

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 authorized 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: <i>Dwight Brackett</i>	Date: <i>5/25/04</i>
--	----------------------

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: Dought Brackett

Date: 6/24/04

Address: #18A & B Garage Lane (6#5)

C-B-L: 341-G-025

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Dev.

Permit # 04-0666

Zone Location - R-5 Zone

Interior or corner lot -

Proposed Use/Work - to construct 30' x 40' 2 unit with front entry ^{4' x 9'} and 2 rear stoops only 3' x 4'

Sevage Disposal - City

No rear decks
No garage

Lot Street Frontage - 50' - 61.5' Scaled

Front Yard - 20' min - 26' Scaled

Rear Yard - 20' min - 42' Scaled

Side Yard - 12' min - can reduce one side to no less than 8' if fore ver foot taken off on one side, it shall be added to the other side 8' & 24' shown

Projections - 2 small rear ^{3' x 4'} stoops - front entry ^{4' x 9'} stairs - No rear bulkheads

Width of Lot - 60' min -

Height - 35' MAX - 23' Scaled

Lot Area - 6,000 sqm 7,130 sq

Lot Coverage/Impervious Surface - 40% MAX or 2852 sq

Area per Family - 3,000 sq/fam or 6,000 sq

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

Loading Bays - N/A

Site Plan reviewed under whole site 2003-0004

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 7 - Zone X

Handwritten calculations:

$$30' \times 40' = 1200'$$

$$2(3 \times 4) = 24$$

$$4 \times 9 = 36$$

1260'

30
24
62'

No Day Light basement

#18 A-13 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: 04-0666	Issue Date:	CBL: 341-G-025 342-A-14001
-----------------------	-------------	---

Location of Construction: Carriage Lane (Lot #5)	Owner Name: C.G.B. Properties LLC	Owner Address: 84 Country Lane	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:

Past Use: Vacant Land	Proposed Use: Duplex on CBL 341-G-025 (Lot #5); Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks	Permit Fee: \$1,311.00	Cost of Work: \$135,000.00	CEO District: 5
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
		Signature:	Signature:	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
		Signature:	Date:	

JAY

Approved

Permit Taken By: kwd	Date Applied For: 05125/2004	Zoning Approval
-------------------------	---------------------------------	------------------------

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"/> late:	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 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:
---	---	---

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 9:18 AM
Subject: Lot 5, Carnage Lane Review

Doug, Jim:

Comments: SAME AS LOT 4

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
jayr@portlandmaine.gov

CC: Sarah Hopkins

JUN 3 2004

RECEIVED

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 J.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 Registry of Deeds Book(s) 116685 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: 60 Stoves, 60 refrigerators, 60 dishwashers, All items owned + 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 \$ DEPOSITS DEPOSIT \$ BALANCE DUE \$ included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by (date) The balance due must 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 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.

5-10-04 JAW DB

572764 Jim PB JW

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 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.

COPY

PURCHASE AND SALE AGREEMENT

March 23, 2004

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

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

2 DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (a) [X] 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 Registry of Deeds Book(s) 16675 15746 Page(s) 159 61. If "part of" see Other Conditions (paragraph 26) for a partial interest.

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 or 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... PRICES... 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 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. 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.

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

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.

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"/>	___	Within <u>7</u> days	j	Other Air Tests	___	<input checked="" type="checkbox"/>	___	Within _____ days
b	Environmental Scan	___	<input checked="" type="checkbox"/>	___	Within _____ days	k	Mold	___	<input checked="" type="checkbox"/>	___	Within _____ days
c	Sewage Disposal	___	<input checked="" type="checkbox"/>	___	Within _____ days	l	Lead Paint	___	<input checked="" type="checkbox"/>	___	Within _____ days
d	Water Quality	___	<input checked="" type="checkbox"/>	___	Within _____ days	m	Pests	___	<input checked="" type="checkbox"/>	___	Within _____ days
e	Water Quantity	___	<input checked="" type="checkbox"/>	___	Within _____ days	n	Pool	___	<input checked="" type="checkbox"/>	___	Within _____ days
f	Radon Water Quality	___	<input checked="" type="checkbox"/>	___	Within _____ days	o	Zoning	___	<input checked="" type="checkbox"/>	___	Within _____ days
g	Other Water Tests	___	<input checked="" type="checkbox"/>	___	Within _____ days	p	Code Conformance	___	<input checked="" type="checkbox"/>	___	Within _____ days
h	Radon Air Quality	___	<input checked="" type="checkbox"/>	___	Within _____ days	q	Other _____	___	<input checked="" type="checkbox"/>	___	Within _____ days
	Asbestos Air Quality	___	<input checked="" type="checkbox"/>	___	Within _____ days						

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of 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 _____ percent 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 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.

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/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 ___ 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:

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

01-0463204
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 [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

And sink are 
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.

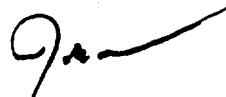


Exhibit B.

February 26, 2004

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

RE: Carriage Lane Development
ID #2003-0004, CBL #341-G-006

Dear Mr. Wolf

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

1. That the plan is in conformance with the stormwater regulations of the DEP with the following condition:
 - 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.
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 stonwwater 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 10121
PORTLAND, ME 04104
TEL. 207-773-4988
FAX 207-773-6875

March 23, 2004

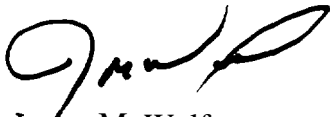
Dwight Brackett
C/o C.G.B. Properties LLC
84 Country Lane
Portland, ME 04103

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

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Trussced - OK	
Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	11	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 doors to living space Door Sill Elevation (407.3.3 BOCA)	Separating wall - went over w/ Dwright - going from bsmt to Ridge w/	
Egress Windows (Section 310)	OK	1 hour wall
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	OK Shows Temp in baths	
Attic Access (BOCA 1211.1)	Size ? 22" x 30"	Min - went over w/ Dwright
Draft Stopping around chimney	OK	

[Handwritten signature]

[Handwritten mark]

Header Schedule	0		
Type of Heating System	Furnace into interior Back chimney		
Stairs			
Number of Stairways			
Interior	4		
Exterior			
Treads and Risers (Section 314)	OK	10"4" x 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 -	went over w/ Dwight - OK
Plan Reviewer Signature			

W

Fire wall - OK - going to ridge

Sprinklers? Will get states + approval if more approved

Framing of front ~~porch~~ porch roof