

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, if Any, Attached

Permit Number: 040817
PERMIT ISSUED
JUL 19 2004
CITY OF PORTLAND

This is to certify that Wa One /Dwight Brackett
has permission to Multi - Family 2-unit/ Build x40 2 s
AT 38 A.E.B Carriage Ln (67 #9) 341 G029001

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 work in progress must be reported before this building or part thereof is occupied or otherwise used-in. HOUR NOTIFICATION 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] 7/16/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0817	Issue Date: JUL 19 2004	CBL: 341 G029001
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Location of Construction: 58-A-B Carriage Ln Lot # 9	Owner Name: Wa One	Owner Address: Po Box 10127	Phone:
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: 2077728629
Lessee/Buyer's Name	Phone:	Permit Type: Multi Family	Zone: R-5

Past Use: vacant Land	Proposed Use: 34x40 2 story Dwelling 30'x40' changed per D.B 7/8/04	Permit Fee:	Cost of Work:	CEO District:
Proposed Project Description: Multi - Family 2-unit/ Build a 34x40 2 story Dwelling		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-3 Type: SB BOCA 1999	
		Signature: <i>[Signature]</i>	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: Idobson	Date Applied For: 06/16/2004	Zoning Approval
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Special Zone or Reviews <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 7 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>revised w original sub plan #2003</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>W with condit</i> Date: <i>8/7/04</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: <i>8/7/04</i>	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 <input type="checkbox"/> Denied Date: <i>[Signature]</i>
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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 _____

BUILDING PERMIT INSPECTION PROCEDURES

Please call **874-8703** or **874-8693** to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or **ceases** for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in **48-72** hours in advance in order to schedule an inspection:

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

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

- Footing/Building Location Inspection; Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing **ANY** backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

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

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

[Signature]
Signature of Applicant/Designee

Date

7/19/04

[Signature]
Signature of Inspections Official

Date

CBL: 341 6009 Building Permit #: 040817

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0817	Date Applied For: 06/16/2004	CBL: 341 G029001
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Location of Construction: 38 Carriage Ln (lot #9)	Owner Name: Wa One	Owner Address: Po Box 10127	Phone:
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone (207) 772-8629
Lessee/Buyer's Name	Phone:	Permit Type: Multi Family	

Proposed Use: Multi - Family 2-unit/ Build a 30x40 2 story Dwelling	Proposed Project Description: Multi - Family 2-unit/ Build a 30x40 2 story Dwelling
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 07/08/2004**Note:** 7/8/04 D.B. Changed original application from 34' x 40' to 30' x 40' so he wouldn't have to go back to PB. **Ok to Issue:**

- 1) NO DAYLIGHT BASEMENT is being shown on the submittal. NO DAYLIGHT BASEMENT is approved with this submittal.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. NO REAR DECKS are shown on this submittal. NO REAR DECKS are approved with this submittal. A rear 3' x 4' stoop and stair is shown and approved for each D.U.
- 3) This property shall remain a two (2) family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 07/16/2004**Note:** **Ok to Issue:**

- 1) A copy of the recorded deed must be submitted to this office prior to the issuance of the Certificate of Occupancy stating the following: There will be no municipal trash pickup, snow plowing, and street lighting provided to the property by the City of Portland unless and until Carriage Lane is accepted by the City of Portland.
- 2) A copy of the enclosed chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 3) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and a noted on plans.
- 4) Separate permits are required for any electrical, plumbing, or heating.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 07/12/2004**Note:** **Ok to Issue:**

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

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 06/25/2004**Note:** **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 3) Your new street address is now 38 A-B Carriage Lane, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.

Location of Construction: 38 Carriage Ln (lot #9)	Owner Name: Wa One	Owner Address: Po Box 10127	Phone:
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone (207) 772-8629
Lessee/Buyer's Name	Phone:	Permit Type: Multi Family	

Note: **Ok to Issue:**

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 06/26/2004

Note: **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) **A** sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext .8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 3) **Your** new street address is now 38 A-B Carriage Lane, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4) All damage to sidewalk, curb, street, **or** public utilities shall be repaired to City of Portland standards prior to issuance **of** a Certificate **of** Occupancy.

Dept: Planning **Status:** Approved **Reviewer:** Jay Reynolds **Approval Date:** 06/26/2004

Note: **Ok to Issue:**

Lot #9

Carriage

Dwight @ 772-8629

Permit # ~~XXXXXXXXXX~~

64-0817

Soil type/Presumptive Load Value (Table 401.4.1)

STRUCTURAL

Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)

OK Shows

8'-7 1/2"

Went over Dwight

Foundation Drainage Damp proofing (Section 406)

OK Note #1 sheet R2 - Shows drainage - need A.1 for A.6.1

Ventilation (Section 409.1)

N/A

Anchor Bolts/Straps (Section 403.1.4)

5/8" @ 3'oc - OK

Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))

OK - 3-2x10's - 5 1/2' largest span

Built-Up Wood Center Girder Dimension/Type

OK

(Table 502.3.4(2))

Sill/Band Joist Type & Dimensions

2x8 PT - 5'oc

First Floor Joist Species

2x10's - 16"oc

Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))

Second Floor Joist Species

2x10's - 16"oc

Dimensions and Spacing Table 503.3.2(1))

Identify by ~~XXXXXXXXXX~~

OK - 2x10's - 16"oc - 10" MAX

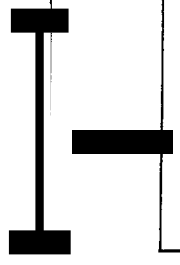
(Handwritten initials)

(Handwritten mark)

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 & 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 (BOCA)	Separating wall - went over w/ Dwg. Glt -	
Egress Windows (Section 310)	OK	1 hour wall
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	OK Shows Temp in back	
Attic Access (BOCA 1211.1)	Size ? 22" x 30"	Min - went over w/ Dwg. Glt
Draft Stopping around chimney	OK	

Blm

2



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"4" * 7 1/2 to 7 3/4" Rise - OK
Width	3-6 finished - OK	
Headroom	6'-8" OK	
Guadrails 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		

See Chimney Summary Checklist

Fire wall -
OK - going to ridge

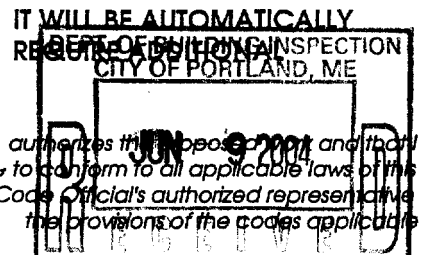
Sprinklers?
Will get states +
1st time approval

Framing of
front ~~door~~
Porch Door

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>LOT # 9 CARRIAGE LANE</u>	
Total Square Footage of Proposed Structure <u>2,090</u> 1,500	Square Footage of Lot <u>6,900</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>29</u>	Owner: <u>DWIGHT BRACKETT</u> Telephone: <u>772-8629</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>DWIGHT BRACKETT</u> <u>84 COUNTRY LAKE</u> <u>PORTLAND ME 04103</u> cost Of Work: \$ <u>135,000</u> ⁰⁰ Fee: \$
<p>If the location is currently vacant, what was prior use: <u>VACANT LAND</u></p> <p>Approximately how long has it been vacant: _____</p> <p>Proposed use: <u>MULTI UNIT - 2 UNIT</u></p> <p>Project description: <u>34X 40 2 STORY - 2 UNIT - 2 BED ROOM PER UNIT</u></p>	
<p>Contractor's name, address & telephone:</p> <p>Who should we contact when the permit is ready: <u>DWIGHT BRACKETT</u></p> <p>Mailing address: <u>84 COUNTRY LAKE</u> <u>PORTLAND ME 04103</u></p> <p>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></p>	



Dwight Brackett 61

Applicant: Dwight Brackett

Date: 7/8/09

Address: 38 A & B Carriage Ln (67#9) C-B-L: 341-G-029

CHECK-LIST AGAINST ZONING ORDINANCE

Permit # 04-0817

Date - New Dev.

Zone Location - R-5

Interior or corner lot -

Proposed Use/Work - to construct 2-family

7/8/09 D.B. changed original appl. from 34'x40' to 30'x40' so he would not have to go back to PB
30'x40' - NO GARAGES
NO REAR DECKS

Sewage Disposal - City

Lot Street Frontage - 50' min - 60' shown

Front Yard - 20' min req - 30' scaled

Rear Yard - 20' min req - 42' scaled

Side Yard - 12' min req - 15' 1/2, 15' shown

Projections - 2(3'x4') rear stoops & stairs; 2(3'x4') front stoop & stairs

Width of Lot - 60' min req - 60' shown

Height - 35' MAX - 23.5' scaled

Lot Area - 6,000# - 6,900#

30'x40' = 1200#
2(3x4) = 24
2(3x4) = 24

Lot Coverage Impervious Surface - 40% max - 2760# MAX

1248#

Area per Family - 3,000# per D.U. of 6,000#

Off-street Parking - 2pk spcs per D.U. or 4pk sp - 4 shown beyond 20' front setback

Loading Bays - N/A

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

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 7 zone X

NO DAYLIGHT BASEMENTS SHOWN

PURCHASE AND SALE AGREEMENT

June 3 2004

2004

June 3 2004 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement

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

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of [X]; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at Carriage and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21255, Page(s) 318

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale except for the following: NA

Seller represents that all mechanical components of fixtures will be operational at the time of closing except:

4. PERSONAL, PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: NA

Seller represents that such items shall be operational at the time of closing, except:

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE of which DEPOSIT is included herewith as an earnest money deposit, and an additional amount of DEPOSIT will be paid BALANCE DUE \$

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

6. EARNEST MONEY/ACCEPTANCE: W.A. ONE Agency shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until June 7, 2004 (date) 5 AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. 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 June 15, 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 title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period

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

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

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

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

~~12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any _____ m~~

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 type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	l. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				m. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				n. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days

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

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

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

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

_____ of _____ Agency is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

_____ of _____ Agency is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

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

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

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. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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. Except as expressly set forth to the contrary, the use of "by (date)" or "within ___x___ 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 lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS:

26. Buyer + Seller acknowledge this agreement is part of a 1031 like kind exchange

27. Sellers obligation to complete transaction is conditioned upon Purchase Agreement between parties dated March 23, 2004 being completed.

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

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

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

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

Buyer's Mailing address is 84 Country Lane - Portland, ME. 04103
[Signature]
BUYER C.B.B. Properties 017-54-6734
SS# OR TAXPAYER ID#
BUYER SS# OR TAXPAYER ID#

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

Seller's Mailing address is P.O. Box 10127, Portland, ME. 04104
[Signature] 6-3-04 01-0463204
SELLER L.A. ONE DATE SS# OR TAXPAYER ID#
SELLER DATE SS# OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____
SELLER SELLER

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

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

SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE

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

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE

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

Zoning Copy

Charge

Applicant _____

Application I. D. Number _____

Application Date _____

Applicant's Mailing Address _____

Project Name/Description _____

Consultant/Agent _____

Address of Proposed Site _____

#Error _____ #Error _____

Applicant or Agent Daytime Telephone, Fax _____

Assessor's Reference: Chart-Block-Lot _____

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

Proposed Building square Feet or # of Units _____ Acreage of Site _____ Zoning _____

Check Review Required:

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

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

Performance Guarantee Required* **Not Required**

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

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

From: Jay Reynolds
To: Marge Schmuckai
Date: Thu, Jul 1, 2004 9:45 AM
Subject: Re: Fwd: More Carriage Lane approvals

The original submittals for lots 7-10 were approved, no revisions were necessary.

Jay

>>> Marge Schmuckal 07/01/2004 9:25:18 AM >>>

How can I be sure that the plans I have are the same as yours? Did you get *any* updated plans or did you review what was originally submitted? If you reviewed what was originally submitted, then I'm pretty sure that is what I have too, and I can go forward. If Dwight gave you something else, then I am not confident that I have the same plan.

Marge

>>> Jay Reynolds 07/01 8:32 AM >>>

Lannie, Vicky, and I have upgraded urban insight so that all signoffs can be viewed under building permit, so I don't actually 'walk down' any approval. I did however, ~~send~~ an e-mail. The original submittals for lots 7-10 were approved, no revisions were necessary.

Jay