

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT PERMIT

PERMIT ISSUED
Permit Number: 050290
SEP 30 2005
CITY OF PORTLAND

This is to certify that Oak Ridge Development Inc. Light Br
has permission to Single Family Home/ Build a x 32' C onial w 12' deck
at 78 Ruby Ln Lot # 2 341 H015001

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 inspection must given and when permission procured before this building or part thereof is started or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

Jeannie Bourke 9/22/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0290	Date Applied For: 03/21/2005	CBL: 341 H015001
------------------------------	--	----------------------------

Location of Construction: 98 Ruby Ln #2	Owner Name: D. A. Brackett Company, INC	Owner Address: 84 Country Lane	Phone:
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone (207) 772-8629
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home/ Build a 24' x 32' Colonial w/6'x12' deck	Proposed Project Description: Single Family Home/ Build a 24' x 32' Colonial w/6'x12' deck
--	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 08/22/2005

Note: Planning staff allowed this application prior to signing off on an approved site plan - we could not approve or issue the permit until receiving this plan
8/10/05 Planning delivered a stamped approved site plan

Ok to Issue:

- 1) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently you submitted site plan shows a 6'x12' rear deck with no stairs, a left side stoop and stairs 4'x7.5' and a front entry stoop and stairs of 3'x3'. Only these projections are being approved. Any additional projections shall require a separate review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 09/22/2005

Note: 9/6/05 met w/Dwight B. To review required items, he made notes, ok to issue pending DRC approval.
9/22 received approval from planning, ok to issue

Ok to Issue:

- 1) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 2) Separate permits are required for any electrical, plumbing, or heating.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 09/22/2005

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 your 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) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 4) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 09/22/2005

Note: **Ok to Issue:**

Comments:

08/01/2005-gg: new address is 98 Ruby Lane. //gg

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 #2 RUBY LANE</u>		
Total Square Footage of Proposed Structure <u>1536</u>	Square Footage of Lot <u>25269 SQ. FT.</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>341 H 4</u> <u>2</u>	Owner: <u>D.A. BRACKETT & CO INC</u> <u>(C.G.B. PROPERTY)</u>	Telephone: <u>772-8669</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>D.A. BRACKETT</u> <u>84 COUNTRY LANE</u> <u>PORTLAND, ME.</u>	Cost Of Work: \$ <u>115,000</u> Fee: \$
If the location is currently vacant, what was prior use: _____		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> CITY OF PORTLAND, ME MAR 21 2005 RECEIVED </div>
Approximately how long has it been vacant: _____		
Proposed use: <u>SINGLE - 20 UNIT</u>	Project description: <u>24 x 32 COLONNAD</u>	
<u>84 colonn</u> <u>TT</u> <u>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: <u>[Signature]</u>	Date: <u>3/18/05</u>
--	----------------------

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

9/1/05

Ruby Ln. Lot # 243
 # 2-05-0296 - 341-14-15
 # 3-05-1169 - 341-4-16

DR 2005-0056

ONE AND TWO FAMILY		PLAN REVIEW		CHECKLIST	
Soil type/Presumptive Load Value (Table R401.4.1)					
Component		Submitted Plan	Findings	Revisions	Inspection
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)		10" X 16" wall 10" 2' x 2' pads	OK		7/6/05
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)		Asph tan ? fabric drain	OK	OK Note # 15	①
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY		Windows	OK		
Anchor Bolts/Straps, spacing (Section R403.1.6)		5/8 X 12" 3' O.C. @ eacorn	OK		
Lally Column Type (Section R407)		3 1/2 Conc.			
Girder & Header Spans (Table R 502.5(2))		6'4 max shown			
Built-Up Wood Center Girder Dimension/Type		3-2x10 - max allowed 2x6 Pt.		5'9" (3-2x12) OK	②
Sill/Band Joist Type & Dimensions					
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))		2x10 16" O.C.	OK		
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))		2x10 16" O.C.	OK		
Attic or additional floor joist species Dimensions and Spacing (Table R802.4(1) and R802.4(2))		2x10 16" O.C. Roof Trusses	OK		

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))	S: 12 Trusses 25" oc.	OK
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	3/4 T + G, 7/16, 5/8	OK
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))		OK Per Dought B. (3)
Fastener Schedule (Table R602.3(1) & (2))		
Private Garage (Section R309) Living Space? (Above or beside)	N/A	
Fire separation (Section R309.2)	N/A	
Opening Protection (Section R309.1)		
Emergency Escape and Rescue Openings (Section R310)	5.7 SF typ. Bedroom	OK
Roof Covering (Chapter 9)	Asphalt 25 YR	OK
Safety Glazing (Section R308)	Arched ? In stairwell	OK tempered Per D.B. (4)
Attic Access (Section R807)	scuttle shown	OK
Chimney Clearances/Fire Blocking (Chap. 10)	N/A	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	RM walls, R38 ceiling ? Floor (21) windows (.30)	Per D.B. 9/6/05 (5)

①

Type of Heating System	FHW Oil 85+90% Per D.B.	
Means of Egress (Sec R311 & R312)	<p>Bulkhead</p> <p>2 2</p> <p>7 9/16, 7 3/4</p> <p>10" net</p> <p>min 3'</p> <p>6'8"</p> <p>34" (From) L 4' Green</p> <p>Notes per code</p> <p>OK</p> <p>N/A</p> <p>2x8 @ 16" o.c.</p> <p>3-2x10 beam</p> <p>OK</p>	
Basement		
Number of Stairways		
Interior		
Exterior		
Treads and Risers (Section R311.5.3)		
Width (Section R311.5.1)		
Headroom (Section R311.5.2)		
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)		
Smoke Detectors (Section R313) Location and type/Interconnected		
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A	
Deck Construction (Section D507.2.1)	2x8 @ 16" o.c. 3-2x10 beam	OK

Notes 42" rails

From: Kandi Talbot
To: Mike Nugent
Date: 9/21/2005 3:33:35 PM
Subject: Re: Oak Ridge Development

Mike,

The items required of Oak Ridge by the Planning Board have been submitted and building permits may now be issued. If you have any questions, just let me know. Thanks.

Kandi

>>> "Jim Wolf" <jimw1@maine.rr.com> 09/21/2005 1:50:19 **PM**>>>

Kandi Thank you for confirming that Jim Seymour has found the submitted alternative drainage plan and estimate satisfactory. As discussed we have faxed you copies of the executed Railroad Service Agreement and supplemental deed from Oak Ridge to D A Brackett. I believe we have satisfied the conditions placed on the project by the Board. Please confirm this and contact the building inspection department accordingly. Thank you for your help and cooperation. Jim

CC: Alex Jaegerman ; Ben Grover; Jay Reynolds; Jim Wolf; Penny Littell ; Sarah Hopkins ; Tony Lombardo

Applicant: Dwight Brackett

Date: 8/22/05

Address: 98 Ruby Lane (lot #2)

C-B-L: 341-H-015

CHECK-LIST AGAINST ZONING ORDINANCE

permit # 05-0290

Date - New

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - to construct New Single Family 24' x 32' w/ REAR 6' x 12' Deck
NO GARAGE

Sewage Disposal - City

Lot Street Frontage - 50' min - 62.62' given

Front Yard - 25' min - 43' scaled

Rear Yard - 25' min - 81' + shown

Side Yard - 16' min - 21.5' & 23' scaled
2.5' Staves

Projections - rear Deck 6' x 12' - left side entry 4 x 7.5 - front entry 3' x 3'
No Staves

Width of Lot - 65' min - 76' scaled

Height - 35' max - 25.25' scaled

Lot Area - 6,500^{sq} min - 22,264^{sq} given

Lot Coverage/Impervious Surface - 35% or 7792.4^{sq} max

Area per Family - 6,500^{sq}

Off-street Parking - 2 pkg SPACES req - 2 pkg SPACES shown

Loading Bays - N/A

Site Plan - minor/minor # 2005-0056

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 7 - Zone X

24 x 32 =	768
6 x 12 =	72
4 x 7.5 =	30
3 x 3 =	9
<hr/>	
	879

879^{sq}



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

Mr. James Wolf
Oak Ridge Development, Inc.
PO Box 10127
Portland, ME 04104

April 8, 2005

Dear Mr. Wolf:

RE: Application for Single Family Residences, Ruby Lane lots #1, 2, and 17

Upon review of the site plans, the City's Planning Division has the following comments:

For all three applications, a building permit cannot be issued until condition # 12, of the Oak Ridge Subdivision approval letter, has been met.

Lot # 1: This application is un-approvable for the following reasons:

1. The submittal does not conform to the minimum elevations set forth in the subdivision approval. The approved top of concrete elevation for lot 1=106.00. The daylight basement feature does not meet this criterion.
2. The daylight feature cutting into the side-slope of the detention area also does not conform to the approved grading and topography.
3. Although the daylight basement elevation is above the 25-year flood elevation, it may not be above the 100-year flood elevation. Regardless, I would not support this design/buildout due to its' relation to the detention pond.
4. The site plan shows a retaining wall within the drainage easement. This would violate article C of the drainage easement.

Lot #2: This application is un-approvable for the following reasons:

1. Same as items #1, 2, 3, and 4 above.
2. The other retaining wall and deck appear to end along this easement line. There should be some separation between the buildout of the deck/retaining wall and the easement line to ensure there are no encroachments.

Lot # 17:

1. This application is not showing the required 2 parking spaces outside of the front setback. Please revise.

Please resubmit 4 copies of the site plan to my attention.

PURCHASE AND SALE AGREEMENT

January 14 2005

January 14 2005 Effective Date
Effective Date is defined in Paragraph 14 of this Agreement.

1. PARTIES: This Agreement is made between CVB Property (hereinafter called "Buyer") of Portland, Maine and Oak Ridge Development (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 (all part of) the property situated in municipality of Portland County of Cumberland State of Maine, located at Ruby Lane and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21308, Page(s) 199. 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:
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: NA

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: NA

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 217,500
of which DEPOSIT \$ 3,000
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$
will be paid BALANCE DUE \$ 214,500
The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE. Oak Ridge Development ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 14, 2005 (date) AM PM; and, in the event of 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 15, 2005 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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

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

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

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

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

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

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	j. Other Air Tests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	k. Mold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	l. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	m. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	n. Pool	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	o. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Other Water Tests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
h. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	q. Other _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
i. Asbestos Air Quality	<input checked="" 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 subject to Buyer obtaining an approved _____ mortgage of _____ % of the 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. 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.
- 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. If Buyer fails to provide Seller with this mortgage commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the mortgage 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.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- 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 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.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

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

_____ of _____ represents _____
 Listing Agent *NA* Agency
 _____ of _____ represents _____
 Selling Agent Agency

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 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 entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS: Buyer is purchasing lots 1, 2, 3, 12 + 13 on A plan entitled Oak Ridge Subdivision. Said plan will be recorded in the Cumberland County Registry of Deeds.

27. Buyer shall contract with A. H. Grover for all street and buffer trees needed to meet City of Portland requirements for lots 1, 2, 3, 12 and 13.

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 CBP Property

SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

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

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.

Signed this 14th day of January, 2003

[Signature]
SELLER Oak Ridge Development

SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is P.O. Box 10127, Portland, ME 04107

Offer reviewed and refused on _____

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.

Signed this _____ day of _____

SELLER

SELLER

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**

2005-0056 _____

Application I. D. Number

3/21/2005 _____

Application Date

Ruby Lane lot#2 _____

Project Name/Description

Oak Ridge Development Inc _____

Applicant

Po **Box 10127**, Portland, **ME 04104** _____

Applicant's Mailing Address

Dwight Brackett _____

Consultant/Agent

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

Applicant or Agent Daytime Telephone, Fax

94 - 94 Alien Ave, Portland, Maine _____

Address of Proposed Site

341 H004001 _____

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) _____

24'x32' _____ **22264 sq ft** _____

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

Check Review Required:

- | | | | |
|--|---|--|--|
| <input checked="" 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 \$50.00 Subdivision _____ Engineer Review \$250.00 Date 3/21/2005

Zoning Approval Status:

Reviewer _____

- Approved Approved w/Conditions
See Attached Denied

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

Condition Compliance _____
signature date

Performance Guarantee Required* Not Required

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

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

DP45 154359



National Fenestration
Rating Council

CERTIFIED

ALSIDE
WINDOW COMPANY

MODEL 0172 - N.C. 2-LITE CASEMENT

CPD# ALS-A-31-002

SOLID UINYL - WELDED - DOUBLE GLZO

13/16" IG. DS LO-E. ARGON, GRIDS < 1"

RES97

U-Factor (U S /I-P)

0.30

Solar Heat Gain Coefficient

0.26

ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance

0.43

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. Consult manufacturer's literature for other product performance information.

www.nfrc.org

Permit Number
Checked By/Date



Generated by REScheck Package Generator
Compliance Certificate

Project Title: Ruby Lane Lots # 1, 2, & 3

Energy Code: **2003 IECC**
 Location: **Portland, Maine**
 Construction Type: **Single Family**
 Window-to-Wall Ratio: **0.15**
 Heating Degree Days: **7378**

Report Date:

Date of Plans:

Project Information:

Builder Information:
 D. A. Brackett Co, INC

Project Notes:

Compliance: Passes

Assembly	Cavity R-Value	Cont. R-Value	Glazing or Door U-Factor
Ceiling:	38.0	0.0	
Wall:	19.0	0.0	
Window:			0.300
Door:			0.350
Floor:	21.0	0.0	
Furnace: : 85 AFUE			

Statement of Compliance: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2003 IECC requirements in the REScheck Package Generator and to comply with the mandatory requirements listed in the *REScheck* Inspection Checklist.

 Builder/Designer

 Company Name

 Date