

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

PERMIT ISSUED

Permit Number: 051169

SEP 30 2005

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

This is to certify that OAK RIDGE DEVELOPMENT INC / Docket

has permission to 24' x 32' Single Family Home garage

AT ORUBY LN Lot #3 341 H016001

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 when permission is procured before this building or part thereof is started or closed-in. 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

James Bouke 9/22/05 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

**PERMIT ISSUED**

Permit No: 05-1169 Issue Date: SEP 20 2005 CBL: 341 H016001 Phone:	
ORUBY LN (lot #3) OAK RIDGE DEVELOPMENT IN	Owner Address: PO BOX 10127
Business Name:	Contractor Name: Dwight Brackett
Contractor Address: 84 Country Lane Portland	Phone: 2077728629
Lessee/Buyer's Name	Phone:
Past Use: Vacant Land	Proposed Use: Single Family Home / 24' x 32' Single Family Home no garage
Permit Fee: \$1,221.00	Cost of Work: \$125,000.00
CEO District: 5	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group R3 Type SB IRC-2003 Signature: [Signature] 9/27/05 (A.D.)
Proposed Project Description: 24' x 32' Single Family Home no garage	Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____
Permit Taken By: Idobson	Date Applied For: 08/15/2005

**Zoning Approval**

- 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**

- Shoreland *NA*
- Wetland
- Flood Zone *panel 7 zone X*
- Subdivision
- Site Plan  
*# 2005-0187*  
 Maj  Minor  MM   
*OK with conditions*  
 Date: *8/24/05*

**Zoning Appeal**

- Variance
- Miscellaneous
- Conditional Use
- Interpretation
- Approved
- Denied
- Date: *S*

**Historic Preservation**

- Not in District or Landmark
- Does Not Require Review
- Requires Review
- Approved
- Approved w/Conditions
- Denied
- Date: *[Signature]*

**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

<b>Permit No:</b> 05-1169	<b>Date Applied For:</b> 08/15/2005	<b>CBL:</b> 341 H016001
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<b>Location of Construction:</b> 0 RUBY LN Lot #3	<b>Owner Name:</b> OAK RIDGE DEVELOPMENT IN	<b>Owner Address:</b> PO BOX 10127	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Dwight Brackett	<b>Contractor Address:</b> 84 Country Lane Portland	<b>Phone</b> (207) 772-8629
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	
<b>Proposed Use:</b> Single Family Home / 24' x 32' Single Family Home no garage		<b>Proposed Project Description:</b> 24' x 32' Single Family Home no garage	

- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) 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: Jeanine Bourke      Approval Date: 09/27/2005

Note: 9/6/05 met w/Dwight B. For required review items as noted, ok to issue pending DRC approval      Ok to Issue:   
9/23 received approval, ok to issue

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

Dept: DRC      Status: Approved with Conditions      Reviewer: Jay Reynolds      Approval Date: 09/23/2005

Note:      Ok to Issue:

- 1) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 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) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 4) 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.
- 5) 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.

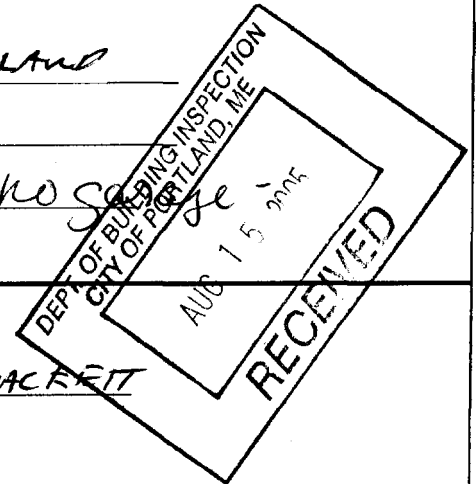
Dept: Planning      Status: Not Applicable      Reviewer: Jay Reynolds      Approval Date: 09/23/2005

Note:      Ok to Issue:

# 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: <b>LOT #3 RUBY LAKE</b>		
Total Square Footage of Proposed Structure <b>1536 sq. FT.</b>	Square Footage of Lot <b>14,145 sq. FT.</b>	
Tax Assessor's Chart, Block & Lot Chart# <b>341</b> Block# <b>H</b> Lot# <b>10</b>	Owner: <b>D.A. BRACKETT CO INC</b> <b>84 COUNTRY LAKE</b> <b>PORTLAND ME 04103</b>	Telephone: <b>772-8629</b>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <b>DWIGHT BRACKETT</b> <b>84 COUNTRY LAKE</b> <b>PORTLAND ME 04103</b>	cost Of <del>6</del> Work: \$ <b>125,000.00</b> Fee: \$
Current use: <u><b>VACANT</b></u>		
If the location is currently vacant, what was prior use: <u><b>VACANT LAND</b></u>		
Approximately how long has it been vacant: _____		
Proposed use: <u><b>SINGLE FAMILY - 24x32 HOUSES</b></u>		
Project description: _____		
Contractor's name, address & telephone: _____		
Who should we contact when the permit is ready: <u><b>DWIGHT BRACKETT</b></u>		
Mailing address: <u><b>84 COUNTRY LAKE</b></u> <u><b>PORTLAND ME 04103</b></u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. <b>PHONE: 772-8629</b>		



**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><i>Dwight Brackett</i></u>	Date: <u><b>7/2/85</b></u>
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**This is NOT a permit, you may not commence ANY work until the permit is issued.**  
**If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall**

colite

Ruby Ln. Lot # 293  
 # 2-05-0290 - 341-11-15  
 # 3-05-1169 - 341-11-16

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

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1( 8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	S: 12 Trusses 24" OC.	OK	<del>3</del>
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	3/4 T+G, 7/16, 5/8	OK	
Fastener Schedule (Table R602.3(1) & (2))		OK Per Dwight B.	(3)
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		
Header Schedule (Section 502.5(1) & (2))	L3 = 3-2x6 ≤ 7'0 3-2x12 L4 = 3-2x8 L5 = 3-2x10	OK	<del>3</del>
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R <sub>w</sub> walls R <sub>38</sub> ceiling ? Floor (21) windows (.30)	per D.A	9/15/05 (5)

Type of Heating System	FHW Oil 85-90%	Per D.B.	①
<b>Means of Egress</b> (Sec R311 & R312)	Bulkhead		
Basement			
Number of Stairways	<del>2</del> 2		
Interior	2		
Exterior			
Treads and Risers (Section R311.5.3)	7 9/16, 7 3/4 10" net		
Width (Section R311.5. )	min 3'		
Headroom (Section R311.5.2)	6' 8"		
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	34" Grasp L 4" span		
Smoke Detectors (Section R313) Location and type/Interconnected	Notes per code	OK	
Dwelling Unit Separation (Section R317) and BC - 2003 (Section 1207)	N/A		
Deck Construction (Section R502.2.1)	2x8 @ 16" O.C. 3- 2x10 & @-	OK	

Notes 42" Rails

**From:** Jay Reynolds  
**To:** Single Family Signoff  
**Date:** 09/23/2005 1:30:07 PM  
**Subject:** 0 Ruby Lane, lot #3

CBL 341H016, ID#2005-0187,

Approvals with conditions have been entered in urban insight for this application

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



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

**2005-0187**  
Application I. D. Number  
**8/15/2005**  
Application Date  
**Single Family Home**  
Project Name/Description

**Oak Ridge Development Inc**  
Applicant  
**Po Box 10127, Portland, ME 04104**  
Applicant's Mailing Address

**Marge Schmuckal**

**Dwight Brackett**  
Consultant/Agent  
**Agent Ph:** \_\_\_\_\_ **Agent Fax:** \_\_\_\_\_  
Applicant or Agent Daytime Telephone, Fax

**Ruby Ln , Portland, Maine**  
Address of Proposed Site  
**341 H016001**  
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) \_\_\_\_\_

**1536** \_\_\_\_\_ **14145** \_\_\_\_\_  
Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan<br>(major/minor) | <input type="checkbox"/> Subdivision<br># 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<br>Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance                | <input type="checkbox"/> Other _____           |  |

Fees Paid: Site Pla \$50.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 8/19/2005

**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 checked="" 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	

Applicant: Dwight Brackett

Date: 8/24/05

Address: Ruby Lane (lot #3)

C-B-L: 34-1-H-014

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

# 05-1169

Zone Location - R-3

Interior or corner lot -

24x32

Proposed Use/Work - Construct new Single Family Dwelling - NO9AA

Sevage Disposal - City 8'x12' rear Deck

Lot Street Frontage - 50' min - 50, 20' shown

Front Yard - 25' min - 52' scaled to steps

Rear Yard - 25' min - 40' + scaled

Side Yard - 16' min required - 22.5' 25' shown

Projections - rear deck 8'x12' - rear bulkhead 5.33' x 6' - front stoop: steps 3'x3'

Width of Lot - 65' min - 79' scaled Right side stoop: steps 4'x7'

Height - 35' max - 25.5' scaled

Lot Area - 6,500 sq ft min - 14,145 sq ft

Lot Coverage Impervious Surface - 35% max or 4,950.75 sq ft max

Area per Family - 6,500 sq ft

Off-street Parking - 2 pkg spaces req - 2 shown in the driveway beyond the reg. 25' setback

Loading Bays - N/A

Site Plan - minor/minor #2005-0187  
Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 7 - Zmax

24x32 = 768  
8x12 = 96  
5.33x6 = 32  
3x3 = 9  
4x7 = 28

933

### PURCHASE AND SALE AGREEMENT

January 14 2005

January 14 2005 Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between SUB 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: NA  
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 in full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of 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 MA Agency  
 \_\_\_\_\_ of \_\_\_\_\_ represents \_\_\_\_\_  
 Selling Agent MA 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 CLB 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 14<sup>th</sup> 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 04104

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 \_\_\_\_\_



JP45 154359



National Fenestration Rating Council

CERTIFIED

# ALSIDE WINDOW COMPANY

## MODEL 0172 - N.C. 2-LITE CASEMENT

CPD# RLS-R-31-002

SOLID UINYL - WELDED - DOUBLE GLZO

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

RES97

### ENERGY PERFORMANCE RATINGS

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](http://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 \_\_\_\_\_