

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 05-1500	Issue Date: NOV 17 2005	CBL: 342 B031001
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Location of Construction: 61 Ruby Ln #13	Owner Name: D.A. Brackett & Company, Inc.	Owner Address: 84 Country Lane	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: 2077728629
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Lot	Proposed Use: Single Family Home/ Build a 26' x 36' Single Family Home	Permit Fee:	Cost of Work: \$125,000.00	CEO District: 5
Build a 26' x 36' Single Family Home		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: <i>R-3</i> Type: <i>5B</i> <i>IRC 2003</i>	
		Signature:	Signature:	
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: 10/12/2005	Zoning Approval		
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Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <i>N/A</i>	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland <i>N/A</i>	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone <i>parcel 7 - zone X</i>	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input checked="" type="checkbox"/> Site Plan <i>2005-0235</i>	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
<i>OK w/ conditions</i>	Date:	Date: <i>10/31/05</i>
Date: <i>10/31/05</i>		

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	

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Permit No: 05-1500	Date Applied For: 10/12/2005	CBL: 342 B031001
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Location of Construction: 61 Ruby Ln #13	Owner Name: D.A. Brackett & Company, Inc.	(Owner Address): 84 Country Lane	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: (207) 772-8629
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	
Proposed Use: Single Family Home/ Build a 26' x 36' Single Family Home		Proposed Project Description: Build a 26' x 36' Single Family Home	

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 10/31/2005**Note:** **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 11/17/2005**Note:** **Ok to Issue:**

- 1) The basement is NOT approved as habitable space.
- 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 as noted on plans.
- 4) Separate permits are required for any electrical, plumbing, or heating.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 11/15/2005**Note:** **Ok to Issue:**

- 1) 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.
- 2) Revised curb cut location is subject to Public Works review and approval.
- 3) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 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) 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.
- 6) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 11/16/2005**Note:** **Ok to Issue:** **Comments:**

10/17/05-ldobson: routed to Jay, Marge, Engineering, Acces. 10/17/2005

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Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone (207) 772-8629
Lessee/Buyer's Name	Phone:		

| 11/3/05-tmm: called dwight regarding review sheets - left message

Permit Number
Checked By/Date



Generated by *REScheck* Package Generator
Compliance Certificate

Project Title: 61 Ruby Lane Lot 13

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:
 Dwight Brackett

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:	19.0	0.0	
Furnace: : 80 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



Generated by *REScheck* Package Generator

REScheck Inspection Checklist

Project Title: 61 Ruby Lane Lot 13

Ceilings:

- Ceiling: , R-38.0 cavity insulation

Comments: _____

Above-Grade Walls:

- Wall: , R-19.0 cavity insulation

Comments: _____

Windows:

- Window: , U-factor: 0.300

For windows without labeled U-factors, describe features:

#Panes _____ Frame Type _____ Thermal Break? _____ Yes _____ No

Comments: _____

Doors:

- Door: , U-factor: 0.350

Comments: Front door exempt

Floors:

- Floor: , R-19.0 cavity insulation

Comments: _____

Heating and Cooling Equipment:

- Furnace: : 80 AFUE or higher

Make and Model Number: _____

Air Leakage:

- Joints, penetrations, and all other such openings in the building envelope that are sources of air leakage must be sealed.
 Recessed lights must be 1) Type IC rated, or 2) installed inside an appropriate air-tight assembly with a 0.5" clearance from combustible materials. If non-IC rated, the fixture must be installed with a 3" clearance from insulation.

Skylights:

- Minimum insulation requirement for skylight shafts equal to or greater than 12 inches is R-19

Vapor Retarder:

- Required on the warm-in-winter side of all non-vented framed ceilings, walls, and floors.

Materials Identification:

- Materials and equipment must be installed in accordance with the manufacturer's installation instructions.
 Materials and equipment must be identified so that compliance can be determined.
 Manufacturer manuals for all installed heating and cooling equipment and service water heating equipment must be provided
 Insulation R-values, glazing U-factors, and heating equipment efficiency must be clearly marked on the building plans or specifications.

Duct Insulation:

- Supply ducts in unconditioned attics or outside the building must be insulated to R-8.

- Return ducts in unconditioned attics or outside the building must be insulated to R-4.
- Supply ducts in unconditioned spaces must be insulated to R-8.
- Return ducts in unconditioned spaces (except basements) must be insulated to R-2.
- Where exterior walls are used as plenums, the wall must be insulated to R-8.
- Insulation is not required on return ducts in basements.

Duct Construction:

- Duct connections to flanges of air distribution system equipment must be sealed and mechanically fastened.
- All joints, seams, and connections must be securely fastened with welds, gaskets, mastics (adhesives), mastic-plus-embedded-fabric, or tapes. Tapes and mastics must be rated UL 181A or UL 181B.
Exception: Continuously welded and locking-type longitudinal joints and seams on ducts operating at less than 2 in. w.g. (500 Pa).
- The HVAC system must provide a means for balancing air and water systems.

Temperature Controls:

- Thermostats are required for each separate HVAC system. A manual or automatic means to partially restrict or shut off the heating and/or cooling input to each zone or floor shall be provided.

Service Water Heating:

- Water heaters with vertical pipe risers must have a heat trap on both the inlet and outlet unless the water heater has an integral heat trap or is part of a circulating system.
- Insulate circulating hot water pipes to the levels in Table 1.

Circulating Hot Water Systems:

- Insulate circulating hot water pipes to the levels in Table 1.

Swimming Pools:

- All heated swimming pools must have an on/off heater switch and require a cover unless over 20% of the heating energy is from non-depletable sources. Pool pumps require a time clock.

Heating and Cooling Piping Insulation:

- HVAC piping conveying fluids above 105°F or chilled fluids below 55°F must be insulated to the levels in Table 2

Table 1: Minimum Insulation Thickness for Circulating Hot Water Pipes

Heated Water Temperature (°F)	Insulation Thickness in Inches by Pipe Sizes			
	Non-Circulating Runouts		Circulating Mains and Runouts	
	up to 1"	Up to 1.25"	1.5" to 2.0"	Over 2"
170-180	0.5	1.0	1.5	2.0
140-169	0.5	0.5	1.0	1.5
100-139	0.5	0.5	0.5	1.0

Table 2 Minimum Insulation Thickness for HVAC Pipes. Hot Water Pipes

Piping System Types	Fluid Temp. Range (°F)	Insulation Thickness in Inches by Pipe Sizes			
		2" Runouts	1" and Less	1.25" to 2.0	2.5" to 4"
Heating Systems					
Low Pressure/Temperature	201-250	1.0	1.5	1.5	2.0
Low Temperature	106-200	0.5	1.0	1.0	1.5
Steam Condensate (for feed water)	Any	1.0	1.0	1.5	2.0
Cooling Systems					
Chilled Water, Refrigerant and Brine	40-55	0.5	0.5	0.75	1.0
	Below 40	1.0	1.0	1.5	1.5

NOTES TO FIELD: (Building Department Use Only)

DP45 154359



**ALSIDE
WINDOW COMPANY**

MODEL 0172 - N.C. 2-LITE CASEMENT

CPD# ALS-A-31-002

SOLID VINYL - UNLEADED - DOUBLE GLAZED

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

RES97

ENERGY PERFORMANCE RATINGS

0.30

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.

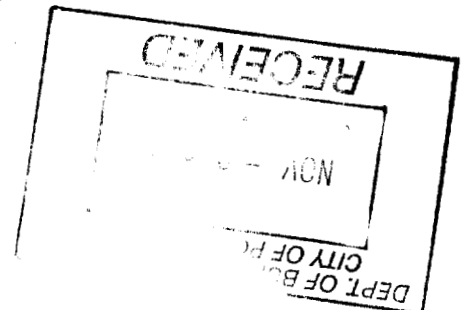
www.nfrc.org

LOT-13E14

W/16" BRACKET

#

756-0687



LOT 14

I BEAMS - ANGLES - CHANNELS - PLATES - FLATS
LALLY COLUMNS - WIRE MESH - REINFORCING RODS

GOLDSTEIN STEEL, CO.

YARD: 36 RUNNING HILL ROAD ■ SCARBOROUGH, ME 04074
PH. (207) 839-3411 ■ FAX (207) 839-3726

W14x26# X 21'

**CAPABLE OF A
27,000# UNIFORM
LOAD**

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME

NOV 14 2005

RECEIVED

$F_y = 36 \text{ ksi}$

BEAMS

W Shapes

Allowable uniform loads in kips
for beams laterally unsupported

For beams laterally unsupported, see page 2-146

W 12



Designation

W 12

W 12

$F_y = 36 \text{ ksi}$

BEAMS

W Shapes

Allowable uniform loads in kips
for beams laterally supported

For beams laterally supported, see page 2-146

W 14



Deflection
in.

Designation	W 14				W 14				Deflection in.
	Wt. A1	B	L _c	L _v	Wt. A2	B	L _c	L _v	
5	53	48	43	30	34	30	26	22	.04
6	53	48	43	30	34	30	26	22	.06
7	53	48	43	30	34	30	26	22	.09
8	53	48	43	30	34	30	26	22	.11
9	53	48	43	30	34	30	26	22	.14
10	53	48	43	30	34	30	26	22	.18
11	53	48	43	30	34	30	26	22	.21
12	53	48	43	30	34	30	26	22	.25
13	53	48	43	30	34	30	26	22	.30
14	53	48	43	30	34	30	26	22	.34
15	53	48	43	30	34	30	26	22	.40
16	53	48	43	30	34	30	26	22	.45
17	53	48	43	30	34	30	26	22	.51
18	53	48	43	30	34	30	26	22	.57
19	53	48	43	30	34	30	26	22	.63
20	53	48	43	30	34	30	26	22	.70
21	53	48	43	30	34	30	26	22	.77
22	53	48	43	30	34	30	26	22	.85
23	53	48	43	30	34	30	26	22	.93
24	53	48	43	30	34	30	26	22	1.01
25	53	48	43	30	34	30	26	22	1.10
26	53	48	43	30	34	30	26	22	1.19
27	53	48	43	30	34	30	26	22	1.28
28	53	48	43	30	34	30	26	22	1.38
29	53	48	43	30	34	30	26	22	1.58
30	53	48	43	30	34	30	26	22	1.80
31	53	48	43	30	34	30	26	22	2.03
32	53	48	43	30	34	30	26	22	
33	53	48	43	30	34	30	26	22	
34	53	48	43	30	34	30	26	22	

Properties and Reaction Values

S _x in ²	V _y kips	R ₁ kips/in	R ₂ kips	R ₃ kips	R ₄ kips	R ₅ kips	For explanation of Deflection, see page 2-20
77.8	70.3	62.7	54.6	48.6	42.0	35.3	29.0
74	66	60	51.6	46.6	40.0	33.3	27.0
31.6	27.8	23.8	19.6	16.9	15.0	14.2	12.0
8.79	8.08	7.25	6.37	5.77	5.42	5.05	4.46
37.3	31.2	25.0	20.9	17.8	17.0	13.0	13.0
3.37	2.93	2.40	2.51	2.23	2.26	1.74	1.62
49	41	33	34	29	26	23	19

Load above heavy line is limited by maximum allowable web shear. Values of R in bold face exceed maximum web shear.

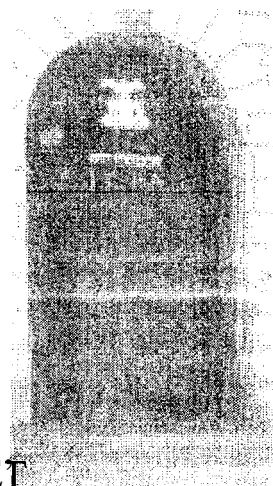
V _y kips	R ₁ kips/in	R ₂ kips	R ₃ kips	R ₄ kips	R ₅ kips	For explanation of Deflection, see page 2-20
153	90.9	76.4	61.1	53.1	45.9	38.3
134	76.4	61.1	53.1	45.9	38.3	31.3
115	61.1	53.1	45.9	38.3	31.3	25.6
101	45.9	38.3	31.3	25.6	20.9	16.2
89	38.3	31.3	25.6	20.9	16.2	12.0
79	31.3	25.6	20.9	16.2	12.0	8.20
68	25.6	20.9	16.2	12.0	8.20	5.90
63	20.9	16.2	12.0	8.20	5.90	4.48
60	16.2	12.0	8.20	5.90	4.48	3.62

Load above heavy line is limited by maximum allowable web shear. Values of R in bold face exceed maximum web shear.

City of Portland INSPECTION SERVICES

Room 315
389 Congress Street
Portland, Maine 04101

Telephone: 207-874-8703 or 207-874-8693
Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

TO: <u>Dwight</u>	FROM: <u>Tammy</u>
FAX NUMBER: <u>772-8629</u>	NUMBER OF PAGES, WITH COVER: <u>4</u>
TELEPHONE: _____	RE: <u>Ruby</u>
DATE: _____	

Comments:

Applicant: DA Brackett Company Inc.

Date: 10/31/05

Address: 61 Ruby Lane (Lot #13 Oak Ridge)

C-B-L: 342-B-031
perm. #: 05-1500

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - construct new 26x36 single family dwelling

Sewage Disposal - city

Lot Street Frontage - 50' min — 77.98' given

Front Yard - 25' min. req. - 29.5' scaled

Rear Yard - 25' min. req. - 31' scaled

Side Yard - based on height 2 stories - 14' - 14' scaled on both sides.
close - right on line

Projections - 8x12 deck, 5.5x6 bilthead, 20x21.5 garage, porch 21x5

Width of Lot - 65' min - 75' scaled.

Height - 35' max - 22 1/4' scaled.

Lot Area - 6,500 sq ft min. - 8,516 sq ft per plan

Lot Coverage/ Impervious Surface - 35% max = 2980.6

26x21 =	546
14.5x15 =	217.5
8x12 =	96
5.5x6 =	33
20x21.5 =	430
21x5 =	105
Total =	1427.5

Area per Family - 6,500 sq ft min.

Off-street Parking - 2 parking spaces required - 2 car garage

Loading Bays - N/A

Site Plan - 2005-0235 minor/minor

Shoreland Zoning/ Stream Protection - ~~None~~ N/A

Flood Plains - panel 7 - zone X

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 # 13 RUBY LANE</u>		
Total Square Footage of Proposed Structure <u>1,536</u>	Square Footage of Lot <u>8,516</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>342</u> Block# <u>100B</u> Lot# <u>31</u>	Owner: <u>D.A. BRACKETT CO INC</u> <u>84 COUNTRY LANE</u> <u>PORTLAND ME 04103</u>	Telephone: <u>772-8629</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>D.A. BRACKETT & CO</u> <u>84 COUNTRY LAW -</u> <u>PORTLAND ME 04103</u>	cost Of Work: \$ <u>125,000</u> or Fee: \$
<p style="font-size: 2em; margin: 0;">_____</p> <p style="font-size: 2em; margin: 0;">_____</p> <p style="font-size: 2em; margin: 0;">_____</p> <p style="font-size: 2em; margin: 0;">_____</p> <p style="font-size: 2em; margin: 0; text-align: right;">FAMILY</p> <p style="font-size: 2em; margin: 0; text-align: left;">x</p>		
Contractor's name, address & telephone:		
Who should we contact when the permits ready: <u>OWIGHT BRACKETT</u>		
Mailing address: <u>84 COUNTRY LANE</u> <u>PORTLAND ME 04103</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>772-8629</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is Issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>[Signature]</u>	Date: <u>10/3/85</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 4th floor of City Hall

PURCHASE AND SALE AGREEMENT

August 31, 2005

Effective Date is defined in Paragraph 24 of this Agreement

A. Company

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 Ruby Lane and described in deed(s) recorded at said County's Registry of Deeds Book(s) Plan 205, Page(s) 499

Being lots 3, 12 + 13 as shown on Plan

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 \$ 225,000 of which DEPOSIT \$ 3,000 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid BALANCE DUE \$ 222,000

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: ORK Ridge Development ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer is made on 5/9/05 (date) AM 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 (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 or shall not) be paid by Buyer (cash price as of date of closing). Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

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

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input 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 checked="" type="checkbox"/>	Within _____ days

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

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

NA of _____ is a Seller Agent Buyer Agent
 Licensee of _____ Agency 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 or 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:

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

D. A. Brackett + Company, Inc.
BUYER

01-0496298
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] DATE 8-31-05
SELLER Oak Ridge Development DATE

SS# OR TAXPAYER ID#
20-0631071
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 _____



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Titcomb Associates

Land Surveying
Land Planning

133 Gray Road
Falmouth, Maine 04105
(207) 797-9199
Fax (207) 878-3142
www.titcombsurvey.com

Thursday, November 17, 2005

Kevin Carroll
Code Enforcement Officer
City of Portland
389 Congress St.
Portland, ME 04101

VIA FAX: (207)874-8716

Re: Lots (13) 14 and 16, Ruby Lane, Portland

Dear Mr. Carroll:

This letter will confirm that Titcomb Associates has staked out the location for the buildings on Lot 13, Lot 14 and Lot 16, Ruby Lane, in accordance with the location shown on the development plan prepared by Deluca-Hoffman Engineers.

The building locations are in compliance with the City of Portland Setback Requirements. The building location is based on established property pins.

Please call if you have any further questions.

Sincerely,

David R Enberg
PLS #2204

cc: Dwight Brackett

Post-it® Fax Note	7671	Date	11-17	# of pages	1
To	KEVIN CARROLL	From	DAVID ENBERG		
Co./Dept.		Co.	TITCOMB		
Phone #		Phone #			
Fax #		Fax #			

Permit 05-1500

342-B-31

61 Roby cot 13

PAK# 772-8629

Dwight

ONE AND TWO FAMILY Soil type/Presumptive Load Value (Table R401.4.1)	PLAN REVIEW	CHECKLIST
Component	Submitted Plan	Findings/Revisions/Dates
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1)), (Section R403.1 & R403.1.4.1)	10" x 16" OK	Need foundation Plan
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Not labeled	OK on All large plans
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	5/8" x 12" - 3'oc + 2 @ corners	
Gally Column Type (Section R407)	Not labeled	Go over w/ Dwight Spacing for joints above.
Girder & Header Spans (Table R 502.5(2)) Built-Up Wood Center Girder Dimension/Type	16" 11"	
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2 x 6 PT	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	Shows - 2 x 10'S	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and	2 x 8 - 5 OK	

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)	Roof truss - need former		
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	5/8 Roof / 7/16 walls / 3/4 floor	framing details	
Fastener Schedule (Table R602.3(1) & (2))	Per IRC		
Private Garage (Section R309) Living Space? <i>beside / above</i> (Above or beside)			
Fire separation (Section R309.2)	shows 5/8"		
Opening Protection (Section R309.1)	1 hour		
Emergency Escape and Rescue Openings (Section R310)	OK		
Roof Covering (Chapter 9)	Asphalt?	Yes - OK	
Safety Glazing (Section R308)	OK		
Attic Access (Section R807)	NOT shown	OK - Short A1 larger p bars	
Chimney Clearances/Fire Blocking (Chap. 10)	OK		
Header Schedule (Section 502.5(1) & (2))	not shown	OK	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-	Ceiling - R-38?	U-Value windows? - 0.30	

Walls R-19
 Floors - Need R-19 - Short A1 on large floor

Factor Penetration			
Type of Heating System		Not shown	Furnace
Means of Egress (Sec R311 & R312)			
Basement	1		
Number of Stairways	1		
Interior	1		
Exterior	0		
Treads and Risers (Section R311.5.3)	10" T 7 3/4" R		
Width (Section R311.5.1)	OK -		OK
Headroom (Section R311.5.2)	6'8"		
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	OK		
Smoke Detectors (Section R313) Location and type/Interconnected		not shown - OK - large plans	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)		N/A	
Deck Construction (Section R502.2.1)		Decks? need details -	will amend

Need garage ~~cross~~ cross section ^{OK} or plan ^{OK} Cantilevered joists can only be 10"
 Need steel ~~engineering~~ engineering specs on beams