

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING INSPECTION

PERMIT ISSUED

Permit Number: 070167

FEB 28 2007

CITY OF PORTLAND

This is to certify that DA Brackett &amp; Co. Inc./DA Brackett &amp; Co. Inc.

has permission to 24' x 32' 2 story house

AT 10 RUBY LN

342 B041001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of the State 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 procured before this building or part thereof is laid or completed. 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

Director - Building &amp; Inspection Services

PENALTY FOR REMOVING THIS CARD

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

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

Permit No: 07-0167	Issue Date:	CBL: 342 B041001
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Location of Construction: 10 RUBY LN	Owner Name: DA Brackett & Co. Inc.	Owner Address: 84 Country Lane	Phone:
Business Name:	Contractor Name: DA Brackett & CO. Inc.	Contractor Address: 84 Country Ln Portland	Phone 2077560687
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R5

Past Use: Vacant Land	Proposed Use: Single Family 24' x 32' 2 story house	Permit Fee: \$1,195.00	Cost of Work: \$110,000.00	CEO District:
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Proposed Project Description: 24' x 32' 2 story house	FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: <i>R-3</i> Type: <i>SB</i> <i>IRC 2003</i>
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Signature:	Signature:
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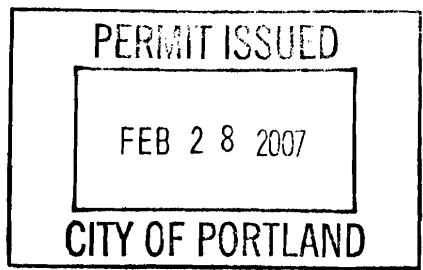
**PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)**

Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
--------------------------------------------------------------------------------------------------------------------------

Signature:	Date:
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Permit Taken By: dmartin	Date Applied For: 02/15/2007	<b>Zoning Approval</b>
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <i>panel 7 - zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2007-0029</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/conditions</i> Date: <i>2/16/07</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>AP</i> Date:
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**CERTIFICATION**

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

\_\_\_\_\_  
SIGNATURE OF APPLICANT ADDRESS DATE PHONE

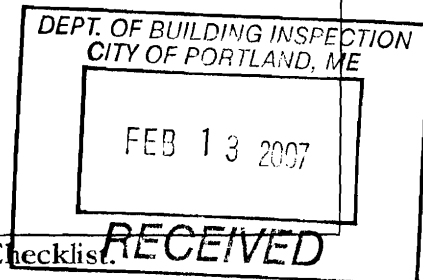
\_\_\_\_\_  
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE



# General 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 1 RUBY LANE PORT-#10 RUBY</u>		
Total Square Footage of Proposed Structure <u>1,400 SQ. FT.</u>		Square Footage of Lot <u>7504</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>342      B      041</u>	Owner: <u>DA. BRACKETT &amp; CO INC</u> <u>84 COUNTRY LANE</u> <u>PORTLAND ME</u>	Telephone: <u>756-0687</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>DA. BRACKETT &amp; CO INC</u> <u>84 COUNTRY LANE</u> <u>PORTLAND ME 04103</u>	Cost Of Work: \$ <u>110,000</u> Fee: \$ _____ C of O Fee: \$ _____
Current legal use (i.e. single family) <u>SINGLE FAMILY</u> If vacant, what was the previous use? <u>VACANT</u> Proposed Specific use: <u>SINGLE FAMILY</u> Is property part of a subdivision? <u>YES</u> If yes, please name <u>24X32 2 STORY</u> Project description: <u>3 BED ROOM</u>		
Contractor's name, address & telephone: <u>Dwight Brackett</u>		
Who should we contact when the permit is ready: <u>Dwight Brackett</u> Mailing address:		Phone: <u>756-0687</u>



Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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:

Date:

2/13/07

This is not a permit; you may not commence ANY work until the permit is issued.

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

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

<b>Permit No:</b> 07-0167	<b>Date Applied For:</b> 02/15/2007	<b>CBL:</b> 342 B041001
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<b>Location of Construction:</b> 10 RUBY LN	<b>Owner Name:</b> DA Brackett & Co. Inc.	<b>Owner Address:</b> 84 Country Lane	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> DA Brackett & CO. Inc.	<b>Contractor Address:</b> 84 Country Ln Portland	<b>Phone</b> (207) 756-0687
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Single Family 24' x 32' 2 story house	<b>Proposed Project Description:</b> 24' x 32' 2 story house
---------------------------------------------------------------	-----------------------------------------------------------------

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 02/16/2007**Note:** **Ok to Issue:** 

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) This property shall be a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed addition, it may be required to be located by a surveyor.
- 4) Any change of use to add additional dwelling units will also require a subdivision amendment to the Willow Knoll Subdivision.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tammy Munson      **Approval Date:** 02/28/2007**Note:** **Ok to Issue:** 

- 1) The first floor joist must be insulated w/ R-19 insulation to comply w/state energy standards.
- 2) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 3) 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.
- 4) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 5) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 6) The attic scuttle opening must be 22" x 30".
- 7) Filter fabric must be placed over the drain tile.
- 8) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.

**Dept:** DRC      **Status:** Approved with Conditions      **Reviewer:** Scott Hanson      **Approval Date:** 02/26/2007**Note:** **Ok to Issue:** 

- 1) 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.
- 2) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 3) The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

<b>Location of Construction:</b> 10 RUBY LN	<b>Owner Name:</b> DA Brackett & Co. Inc.	<b>Owner Address:</b> 84 Country Lane	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> DA Brackett & CO. Inc.	<b>Contractor Address:</b> 84 Country Ln Portland	<b>Phone</b> (207) 756-0687
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

- 4) As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 5) A drainage plan shall be submitted to and approved by Development Review Coordinator showing first floor elevation (FFE), sill elevation (SE), finish street/curb elevation, lot grading, existing and proposed contours, drainage patterns and paths, drainage swales, grades at or near abutting property lines, erosion control devices and locations and outlets for drainage from the property.
- 6) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 7) Erosion and Sedimentation control shall be established prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines.
- 8) 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.

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST		
Soil type/Presumptive Load Value (Table R401.4.1) _____				
Component	Submitted Plan	Findings	Revisions	Date
<b>STRUCTURAL</b>				
Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	OK			
① Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	abric			
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			
Lally Column Type (Section R407)	3-2x10's - 1 floor			
Girder & Header Spans (Table R 502.5(2))	OK			
Built-Up Wood Center Girder Dimension/Type	" "			
Sill/Band Joist Type & Dimensions	2x6 PT SILL			
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2) )	2x10's - 12" OC			
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2) )	2x10's - 12" OC			
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x8's			

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1( 8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10's / 2x8's	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	5/8 Roof 1/2" walls	
Fastener Schedule (Table R602.3(1) & (2))	Per IRC	
<b>Private Garage</b> (Section R309) Living Space ? (Above or beside)	N/A	
Fire separation (Section R309.2)		
Opening Protection (Section R309.1)		
Emergency Escape and Rescue Openings (Section R310)	OK	
Roof Covering (Chapter 9)	Asphalt	
Safety Glazing (Section R308)	N/A	
Attic Access (Section R807)		
Chimney Clearances/Fire Blocking (Chap. 10)	OK - noted	
Header Schedule (Section 502.5(1) & (2))	Sheet A1 - OK	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R-38 Roof U=0.35 R-19 walls Floor ?	

Type of Heating System		
<b>Means of Egress</b> (Sec R311 & R312) Basement / Number of Stairways / Interior / Exterior 0 Treads and Risers 10" T (Section R311.5.3) 7 3/4" R Width (Section R311.5.1) 3'+ Headroom (Section R311.5.2) 6'-8" Guardrails and Handrails shows handrail (Section R312 & R311.5.6 - R311.5.6.3)	OK	
(4) Smoke Detectors (Section R313) Location and type/Interconnected	Condition	
Draftstopping (Section R502.12) and Fireblocking (Section (R602.8)	N/A	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A	
Deck Construction (Section R502.2.1)	N/A	



Applicant: Dwight Brackett (DA Brackett's Co)

Date: 2/16/07

Address: 10 Ruby Lane

C-B-L: 342 - B-041  
perm # 07-0167

### CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R5

Interior or corner lot -

Proposed Use/Work - build new ~~two story~~ single family cape w/ full dormer on back. (24' x 32')

Sewage Disposal - city

Lot Street Frontage - 50' min. - 167.45 given

Front Yard - 20' req. - 20' to house scaled  
14.5 to steps - ok per section 14-425 22' total

Rear Yard - 20' req. - 27' to house

- 21' to bulkhead

Side Yard - 1 1/2 story 8' - 22.5' scaled on right

2 story 12' - 46' scaled on left. - 44' to steps.

Projections - side street - (15) front steps 5.5' x 4', bulkhead 5.5' x 6', back steps 10' x 2', side entry 2' x 4'

Width of Lot - 60' min - 100' scaled.

Height - 35' max - 21' scaled

Lot Area - 6,000 sq ft min. - 7,504 sq ft

Lot Coverage Impervious Surface - 40% = 3,001.68 sq ft

OK

$$\begin{aligned} 24 \times 32 &= 768 \\ 5.5 \times 4 &= 22 \\ 5.5 \times 6 &= 33 \\ 10 \times 2 &= 20 \\ 2 \times 4 &= 8 \end{aligned}$$

851

Area per Family - 3,000 sq ft

Off-street Parking - 2 spaces required - 2 spaces shown

Loading Bays - N/A

Site Plan - minor/minor 2007-0029

Shoreland Zoning/Stream Protection - N/A.

Flood Plains - panel 7 - zone X

\* no daylight basement

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

2007-0029

Application I. D. Number

2/15/2007

Application Date

**Single Family**

Project Name/Description

DA Brackett & Company Inc

Applicant

84 Country Ln , Portland , ME 04103

Applicant's Mailing Address

DA Brackett & Company Inc

Consultant/Agent

Applicant Ph: (207) 756-0687 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

**Marge Schmuckal**

10 - 10 Ruby Lane, Portland, Maine

Address of Proposed Site

342 B041001

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  Apt 0  Condo 0  Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units

Acreeage of Site

Zoning

**Check Review Required:**

- Site Plan (major/minor)  Zoning Conditional - PB  Subdivision # of lots \_\_\_\_\_  
 Amendment to Plan - Board Review  Zoning Conditional - ZBA  Shoreland  Historic Preservation  DEP Local Certification  
 Amendment to Plan - Staff Review  Zoning Variance  Flood Hazard  Site Location  
 After the Fact - Major  Stormwater  Traffic Movement  Other \_\_\_\_\_  
 After the Fact - Minor  PAD Review  14-403 Streets Review

Fees Paid: Site Plan \$50.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 2/15/2007

**Zoning Approval Status:**

Reviewer

Ann Marchedo

- Approved  Approved w/Conditions See Attached  Denied

Approval Date 2/16/07

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

- Performance Guarantee Accepted \_\_\_\_\_  
date amount expiration date
- Inspection Fee Paid \_\_\_\_\_  
date amount
- Building Permit Issue \_\_\_\_\_  
date
- Performance Guarantee Reduced \_\_\_\_\_  
date remaining balance signature
- Temporary Certificate of Occupancy \_\_\_\_\_  
date  Conditions (See Attached) expiration date
- Final Inspection \_\_\_\_\_  
date signature
- Certificate Of Occupancy \_\_\_\_\_  
date
- Performance Guarantee Released \_\_\_\_\_  
date signature
- Defect Guarantee Submitted \_\_\_\_\_  
submitted date amount expiration date
- Defect Guarantee Released \_\_\_\_\_  
date signature

PURCHASE AND SALE AGREEMENT - LAND ONLY

January 4, 2007

January 4, 2007 Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between D. A. Bracken Inc. ("Buyer") and DANA W. DRESSER ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ( all  part of; If "part of" see para. 22 for explanation) the property situated in municipality of PORTLAND, County of CUMBERLAND, State of Maine, located at LOTS # 1 & # 2 RUBY LANE and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24377, Page(s) 24.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 150,000 TOTAL. Buyer  has made; or  will make within \_\_\_\_\_ business days of the date of this offer, a deposit of earnest money in the amount \$ 2,000. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ \_\_\_\_\_ will be paid \_\_\_\_\_. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: DANA W. DRESSER ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until \_\_\_\_\_ (date)  AM  PM; and, in the event of 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.

5. 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 2/7/07 (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 in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. 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.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) NO OTHERS. 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.

July 2006 Page 1 of 4 - P&S-LO Buyer(s) Initials DB Seller(s) Initials DWD

Re/Max By The Bay 970 Baxter Blvd, Portland ME 04103  
Phone: (207) 773-2345 Fax: (207) 773-2525 David Banks

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

DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Licensee makes no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>Buyers ability to secure two unit Bldg. permit for</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: Lot #1.

Unless otherwise specified above, all of the above will be obtained 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.

FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a N/A loan of N/A % 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 N/A 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 licensee.
- e. After (b) or (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 financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than 2 points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- 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 this paragraph shall be void.

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

N/A Licensee of N/A Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

N/A Licensee of N/A Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

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

14. MEDIATION: Except as provided below, 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 subject to the jurisdiction of small claims court will be handled in that forum.

15. 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.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. 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.

18. 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.

19. ADDENDA:  Yes Explain: \_\_\_\_\_  No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffer will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee 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.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorney lenders, appraisers, inspectors, investigators 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 licensees prior to, at and after the closing.

TER 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 Revenue Services..

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, Maine 04103

[Signature]  
BUYER

DATE

BUYER

DATE

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 12 Whispers Way, Falmouth, Maine 04105

[Signature]  
SELLER

DATE

SELLER

DATE

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

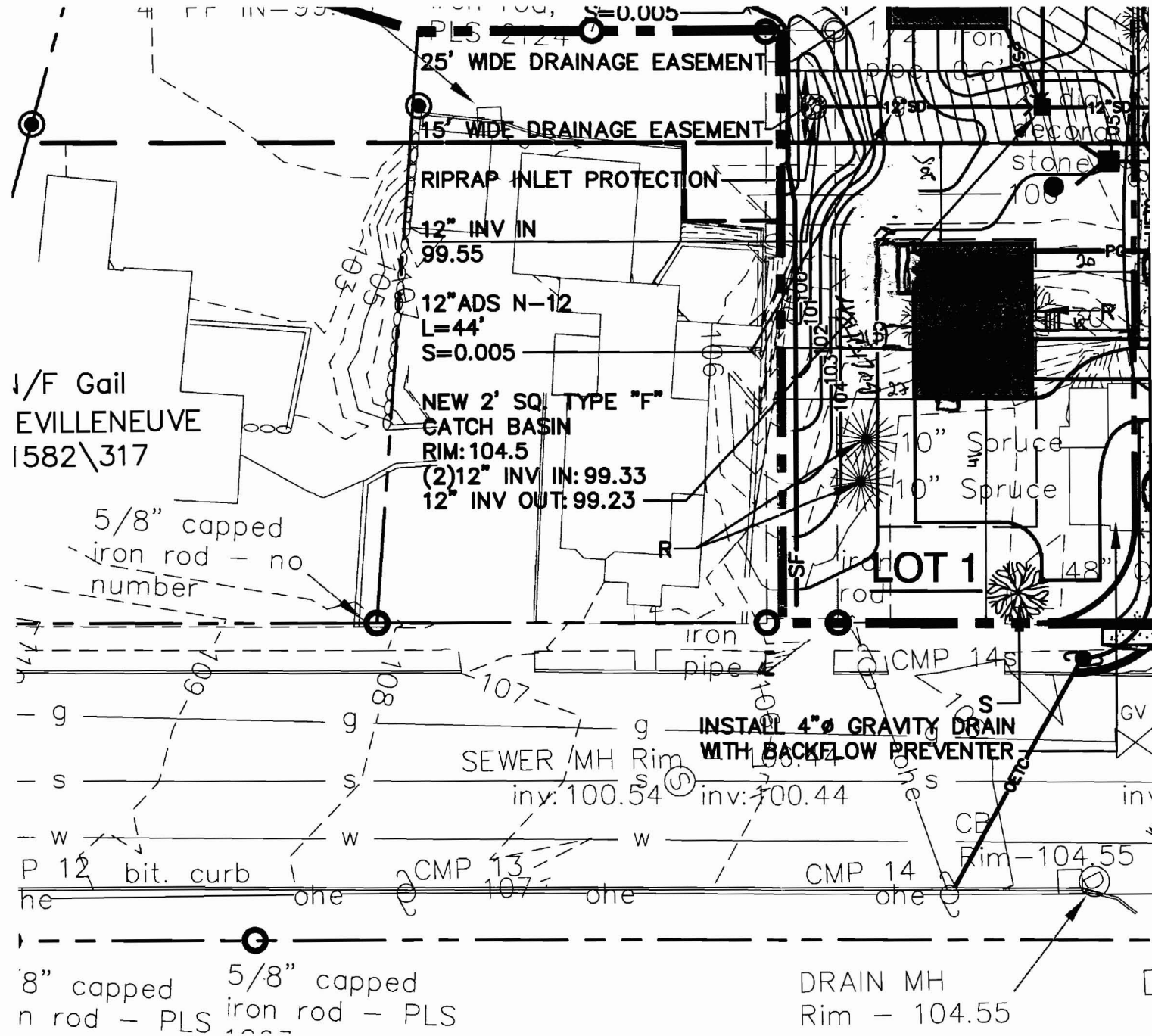
BUYER

DATE

SELLER

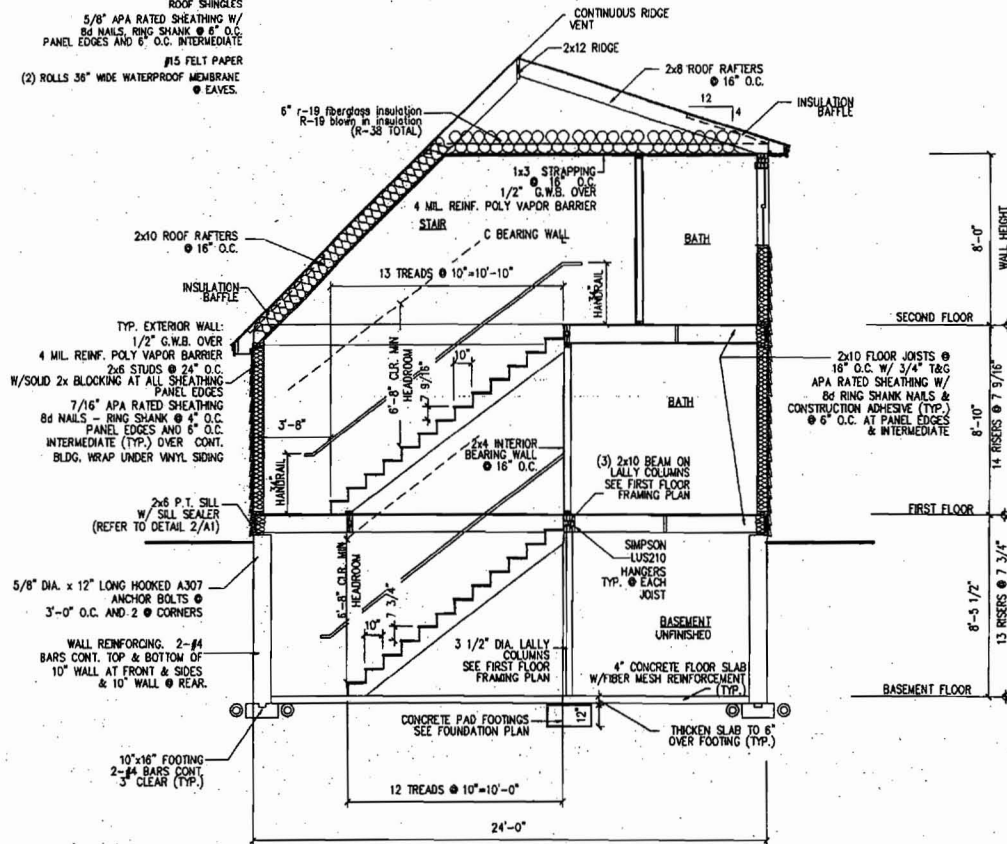
DATE





**TYPICAL ROOF CONSTRUCTION**

RIDGE VENT  
 PRE-MANUFACTURED ROOF TRUSSES @ 24" O.C.  
 ROOF SHINGLES  
 5/8" APA RATED SHEATHING W/ 8d NAILS - RING SHANK @ 8" O.C. PANEL EDGES AND 6" O.C. INTERMEDIATE  
 #15 FELT PAPER  
 (2) ROLLS 36" WIDE WATERPROOF MEMBRANE @ EAVES.

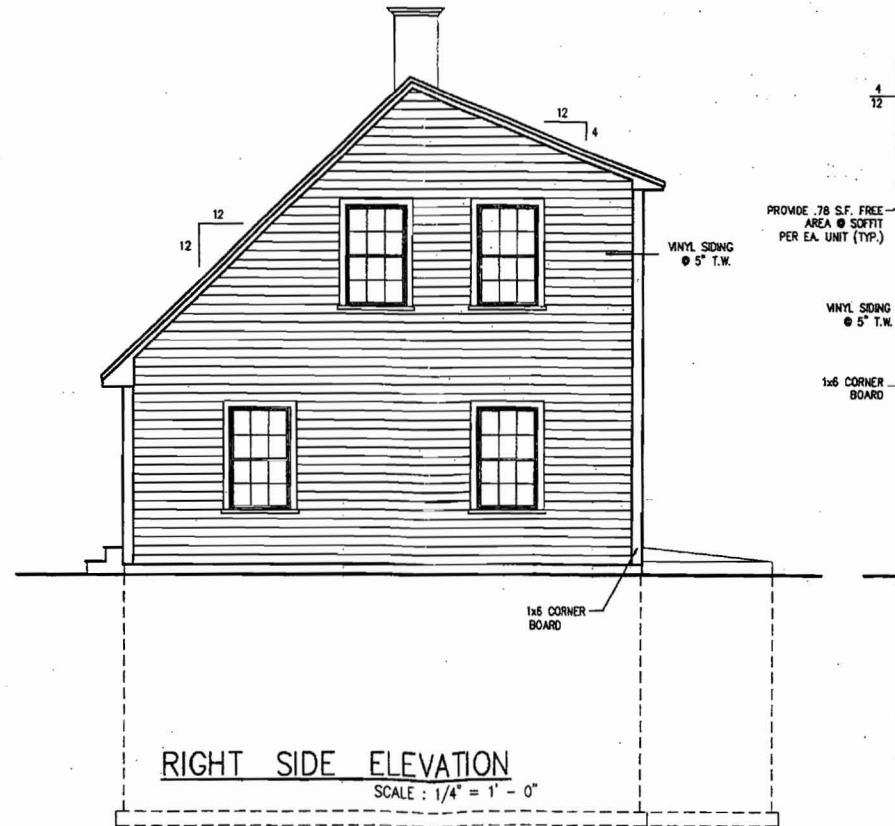
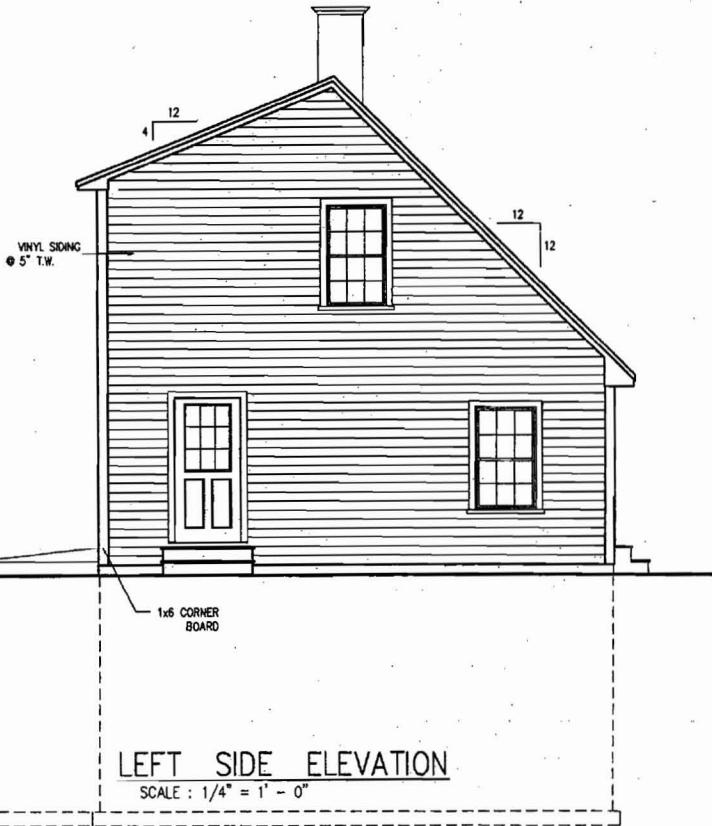


**HEADER SCHEDULE**

ROUGH OPENING	HEADER SIZE
0 - 3'-0"	(3) - 2x6
3'-1" - 4'-6"	(3) - 2x8
4'-7" - 5'-8"	(3) - 2x10
5'-9" - 7'-0"	(3) - 2x12

NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:  
 2x6 JACK PLUS 2x6 KING UP TO 4'-6" ROUGH OPENING  
 (2) 2x6 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING

**SECTION THRU HOUSE**  
SCALE: 1/4" = 1' - 0"



PROVIDE .78 S.F. FREE AREA @ SOFFIT PER EA. UNIT (TYP.)

VINYL SIDING @ 5" T.W.

1x6 CORNER BOARD



### GENERAL NOTES:

- All work shall be in accordance with IBC Basic Building Code, NFPA-70 National Electric Code, Maine State Plumbing Code, ASHRAE, U.L., NFPA Codes, Americans with Disabilities Act 1990 (ADA) and all local, State and Federal requirements.
- All applicable Federal, State and Municipal regulations shall be followed, including the Federal Department of Labor Occupational Safety and Health act.
- All required City and State permits must be obtained before any construction begins.
- It is the contractor's sole responsibility to determine erection procedures and sequence to ensure the safety of the building and its components during erection. This includes the addition of necessary shoring, sheeting, temporary bracing, guys or tie-downs. Such material shall remain the property of the contractor after completion of the project.
- Structural, Mechanical, Electrical and Plumbing design and installation by others shall be performed in accordance with local, State and Federal standards.
- All fire ratings indicated shall be continuous to underside of fire rated ceiling or underside of roof deck. Seal of openings & mechanical penetrations with approved fire rating material.
- Building shall have approved smoke detectors in accordance with NFPA-101 Life Safety Code. Smoke detectors shall initiate alarm that is audible in the sleeping rooms of each unit.
- Portable fire extinguishers shall be provided in all hazardous areas in accordance to NFPA-101. Local authority having jurisdiction needs to provide written requirements.
- Balconies must maintain a 42" guardrail height and shall be kept free and clear of ice and snow of all times to ensure the second means of egress.
- HVAC installation to be in accordance with ASHRAE, NFPA-90A, OR NFPA-90B and all federal, local and State codes. Ventilation or heat equipment shall be in accordance with NFPA-91, NFPA-211, NFPA-31, NFPA-54 and NFPA-70 as applicable.

### FOUNDATION NOTES:

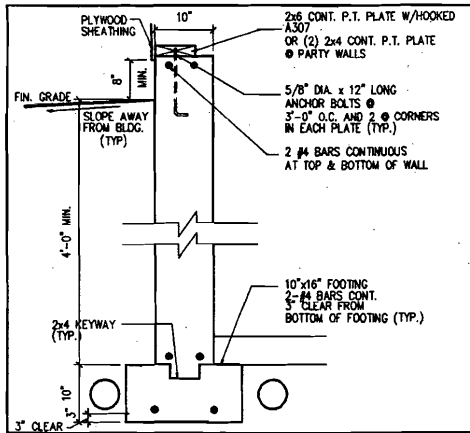
- PROVIDE SILL SEALER ON TOP OF ALL FOUNDATION WALLS.
- FOUNDATION WALLS SHALL BE BACKFILLED SIMULTANEOUSLY ON BOTH SIDES.
- ALL STEEL REINFORCING IN FOOTINGS TO BE A MINIMUM 3" CLEAR FROM BOTTOM OF FOOTING.
- ALL STEEL REINFORCING IN FOUNDATION WALLS BELOW GRADE TO BE MINIMUM OF 2" CLEAR FROM FACE OF WALL.
- ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESURE PRESERVATIVE TREATED W/OCA TO 0.4#/CF RETENTION PER ANPA.
- ALL CONCRETE SURFACES SHALL HAVE A STEEL TROWEL & LIGHT BROOM FINISH.
- SET BOTTOM OF FOOTINGS MIN. 4'-0" BELOW GRADE.
- SET ALL FOOTINGS ON UNDISTURBED SOIL OR COMPACTED STRUCTURAL FILL.
- RADIANT HEAT IN SLAB.
- FIRST FLOOR SLAB SHALL BE 4" THICK CONCRETE SLAB ON GRADE W/ FIBER MESH REINFORCEMENT. PROVIDE CONTROL JOINTS @ 15'x15' SPACING (225SF).
- ALL CONCRETE SHALL BE 3000 PSI (f<sub>c</sub>) STRENGTH AT 28 DAYS.
- ALL CONCRETE SHALL BE AIR ENTRAINED 4-6%/s.
- ALL OTHER ADMIXTURES SHALL BE PRE-APPROVED.
- WATERPROOFING / DAMP PROOFING ASPHALT TAR.

### FRAMING NOTES:

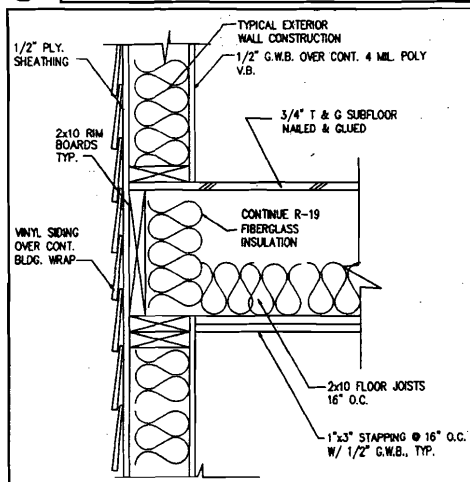
- ALL EXTERIOR WALLS TO BE 2X6 WOOD STUD WALLS @ 24" O.C. W/ 1/2" G.W.B. AND VAPOR BARRIER @ INSIDE FACE OF WALL. 6" BATT INSULATION (R-19), AND 7/16" APA RATED SHEATHING @ EXTERIOR FACE OF WALL.
- ALL INTERIOR WALLS TO BE 2X4 WOOD STUD WALLS (UNLESS NOTED OTHERWISE) W/ ONE LAYER 1/2" G.W.B. EACH SIDE.
- INSTALL BLOCKING BEHIND ALL SURFACE APPLIED FIXTURES, TRIM, AND SHELVES WHEN MOUNTED ON WALLS.
- THE LOCATION OF ALL DOOR FRAMES SHALL BE 4 1/2" (UNLESS NOTED OTHERWISE) FROM ADJACENT WALLS.

ROUGH OPENING	HEADER SIZE
0 - 3'-0"	(3) - 2x6
3'-1" - 4'-6"	(3) - 2x8
4'-7" - 5'-8"	(3) - 2x10
5'-9" - 7'-0"	(3) - 2x12

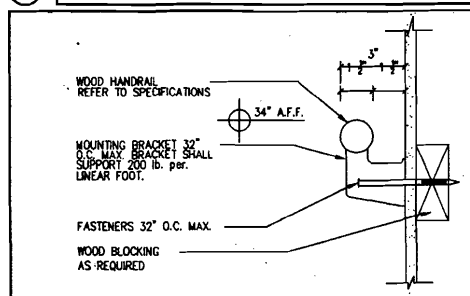
NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:  
 2x6 JACK PLUS 2x8 KING UP TO 4'-8" ROUGH OPENING  
 (2) 2x6 JACKS PLUS (2) 2x8 KINGS UP TO 7'-0" ROUGH OPENING



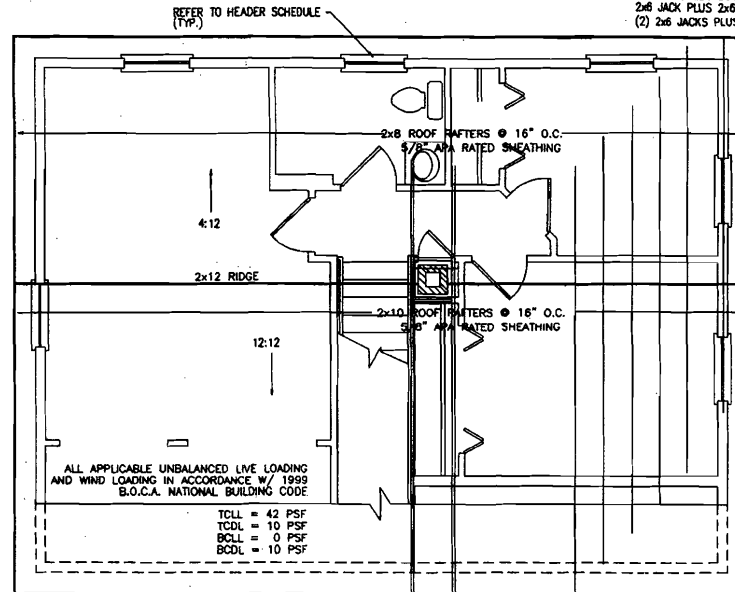
1 TYPICAL FOUNDATION WALL SCALE: 1"=1'-0"



2 FLOOR FRAMING DETAIL 1 1/2"=1'-0"

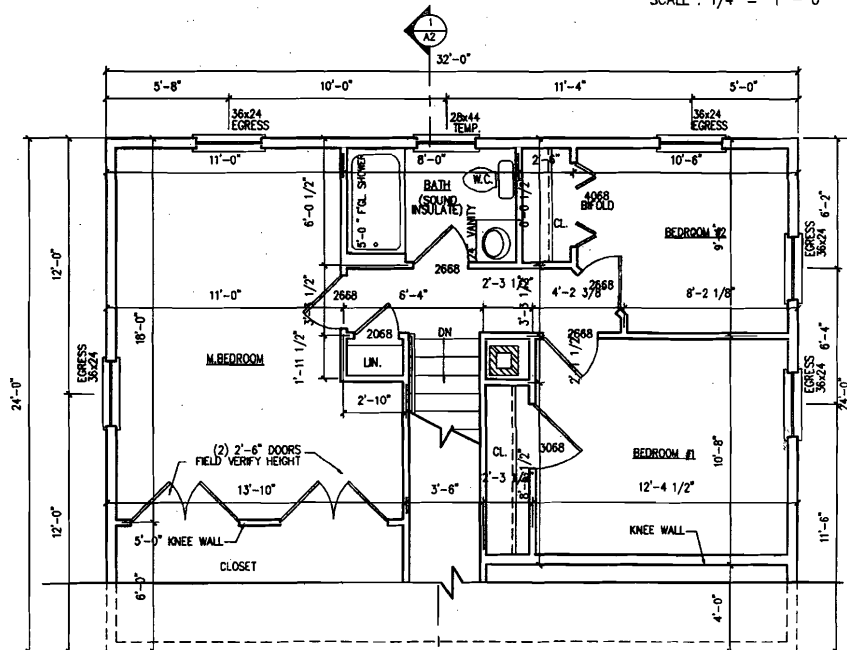


HANDRAIL DETAIL NTS



### ROOF FRAMING PLAN

SCALE: 1/4" = 1' - 0"



### SECOND FLOOR PLAN

667 +/- S.F.

SCALE: 1/4" = 1' - 0"

BEAR BEAM ON SILL PLATE (TYP.)

5'-0"  
14'-0"  
5'-0"  
EGRESS 36x24

4" CONCRETE FLOOR S W/FIBER MESH REINFORCEMENT @ 9 MIL. POLY VAPOR BARRIER @ 6" COMPACTED STRUCTURAL FILL OR CRUSHED ST ON UNDISTURBED MOST CURE SLAB PROVIDE CONTROL JOI AS SPECIFIED. (1"