

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number: 070060

This is to certify that D. A. Brackett/Dwight Brac

has permission to 24' x 32' two (2) bedroom Single Family

AT 16 RUBY LN

L 342 B042001

provided that the person or persons who perform or supervise the work in 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 is procured before this building or part thereof is occupied or closed-in. 4 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 _____

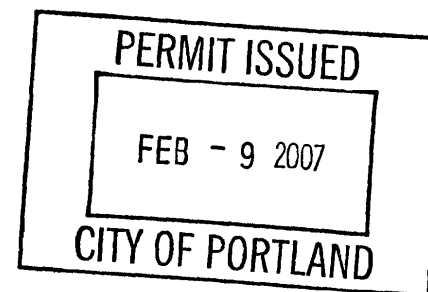
Other _____

Department Name

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

[Signature]
2/9/07



City of Portland, Maine - Building or Use Permit Application

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

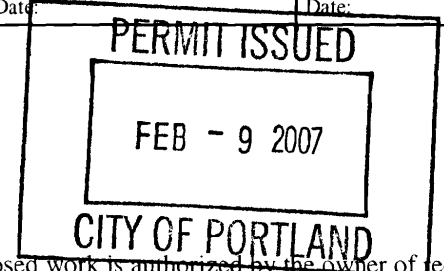
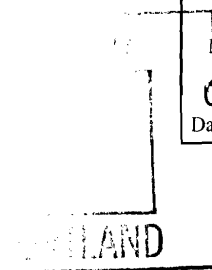
Permit No: 07-0060	Issue Date:	CBL: 342 B042001
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Location of Construction: 16 RUBY LN	Owner Name: D. A. Brackett	Owner Address: 84 Country Lane	Phone: 207-756-0687
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: 2077728629
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Land	Proposed Use: Single Family Home - 24' x 32' two (2) bedroom Single Family Cape	Permit Fee: \$1,195.00	Cost of Work: \$110,000.00	CEO District: 5
Proposed Project Description: 24' x 32' two (2) bedroom Single Family Cape		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>	
		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: 01/17/2007	Zoning Approval		
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. 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 <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <i>parel 7 - zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>207-008</i> Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM <input type="checkbox"/> <i>Ok w/ conditions</i> Date: <i>1/30/07</i> <i>AGN</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>AGN</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

BUILDING PERMIT INSPECTION PROCEDURES

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

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

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

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

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

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

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

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

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

Signature of Applicant/Designee

Donna Martin Admin

Signature of Inspections Official

Date

2-12-07

Date

CBL: 342 B 042 Building Permit #: 07-00600

City of Portland, Maine - Building or Use Permit

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

Permit No: 07-0060	Date Applied For: 01/17/2007	CBL: 342 B042001
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Location of Construction: 16 RUBY LN	Owner Name: D. A. Brackett	Owner Address: 84 Country Lane	Phone: 207-756-0687
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 - 24' x 32' two (2) bedroom Single Family Cape	Proposed Project Description: 24' x 32' two (2) bedroom Single Family Cape
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 01/30/2007**Note:** **Ok to Issue:**

- 1) There is no deck being built at this time. Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 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) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 02/09/2007**Note:** **Ok to Issue:**

- 1) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 2) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 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) 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.
- 5) Filter fabric must be installed over the drain tile.
- 6) There must be a 2" clearance maintained between the chimney and any combustible material, with draft stopping per code at each level
- 7) The basement is NOT approved as habitable space.
- 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.
- 9) The attic scuttle opening must be 22" x 30".

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Scott Hanson **Approval Date:** 01/29/2007**Note:** **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext . 8822.The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.

Location of Construction: 16 RUBY LN	Owner Name: D. A. Brackett	Owner Address: 84 Country Lane	Phone: 207-756-0687
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	

- 3) 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.
- 4) 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.
- 5) 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.
- 6) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 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.

Comments:

1/19/2007-amachado: House not meet rear setback. Left message for Dwight.

1/24/2007-amachado: Received revised site plan that meets rear setback. Building plans are changing. Will submit new ones.

1/30/2007-amachado: New building plans received.

16 Ruby Ln.

342-B-042

07-0060

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST		
Soil type/Presumptive Load Value (Table R401.4.1)				
Component	Submitted Plan	Findings	Revisions	Date
STRUCTURAL				
Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	10" x 16" 8' deep - OK			
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	Noted			
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 - OK			
Lally Column Type (Section R407)	3 2x10's - OK			
Girder & Header Spans (Table R 502.5(2))	" "			
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' span - OK			
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's - 12' span - OK			
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x6 - OK			

07-0060

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 front - 13' span 2x8 Rear - 11' span	OK
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	5/8" Roof / 7/16" wall / 3/4" floor	OK
Fastener Schedule (Table R602.3(1) & (2))	Per IRC	
Private Garage (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 noted	
Roof Covering (Chapter 9)	Asphalt	
Safety Glazing (Section R308)	N/A	
Attic Access (Section R807)		
Chimney Clearances/Fire Blocking (Chap. 10)	OK notes 2" w/draft stop	
Header Schedule (Section 502.5(1) & (2))	OK see sheet A1	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R-38 Roof R-19 walls	Floor? - R-19 in floor U-Value - 0.35 or lower } per DWIGHT

07-0060

Type of Heating System	for heat	
Means of Egress (Sec R311 & R312) Basement 2 Number of Stairways 1 Interior 1 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" Min Guardrails and Handrails OK - handrail shown (Section R312 & R311.5.6 - R311.5.6.3)	OK	
Smoke Detectors (Section R313) Location and type/Interconnected	Notes	
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	



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 2 RUBY LANE (WILLOW HOLLOW)</u>		
Total Square Footage of Proposed Structure <u>1,400</u>	Square Footage of Lot <u>14,286.39</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Owner: <u>DA BRACKETT & CO</u>	Telephone: <u>772-8629</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>DA. BRACKETT & 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 Specific use: <u>VACANT LOT</u>	If vacant, what was the previous use? <u>VACANT LAND</u>	
Proposed Specific use: <u>SINGLE FAMILY</u>		
Project description: <u>24x32-2 STORY 3 BEDROOM CAPE</u>		
Contractor's name, address & telephone:		
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.

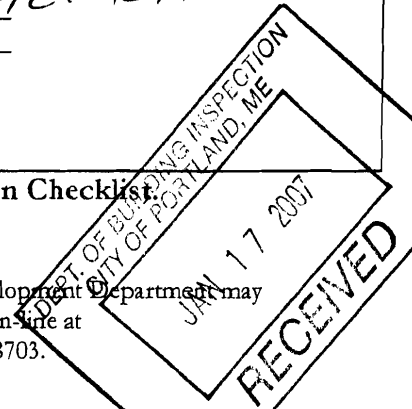
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 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: Dwight Brackett

Date: 1/15/06

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



Applicant: D. A. Brackett

Date: 1/18/07

Address: 16 Ruby Lane (Lot 2 Willowcroft)

C-B-L: 342-B-042
perm. # 07-0060

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - build new single family house - 24' x 32' - fully domered across rear.

Sevage Disposal - city

Lot Street Frontage - 50' min. - 71' scaled.

Front Yard - 25' req. = 26 scaled' - 20' to front steps - but OK under section 14-425

Rear Yard - 25' req. - ~~22' to lawn (scaled)~~ 99 scaled
14' to deck (scaled)

Side Yard - $1\frac{1}{2}$ 8' req. - ~~24'~~ on right from ~~steps~~ ^{house} (scaled) - 9' from steps
2 story 14' req. - ~~23'~~ on left. (scaled) ^{not can borrow.}

Projections - bulkhead 5x6, deck ~~4x7~~, side steps 3x7, front steps 4x6

Width of Lot - 65' min. - 71' scaled

Height - 35' max. - 24' scaled from lowest side.

Lot Area - 6,500 sq ft min. - 14286.21 sq ft given.

Lot Coverage Impervious Surface - 35% = 5,000.2 sq ft

Area per Family - 6,500 sq ft

Off-street Parking - 2 spaces required - 2 spaces shown ^{OK.} parked house.

Loading Bays - N/A

Site Plan - minor 2007 - 0008.

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 7 - zone X

* partial daylight - no deck w/ this permit.

24 x 32 = 768
~~8 x 10 = 80~~
6 x 4 = 24
3 x 7 = 21
5 x 6 = 30

922
843

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

Zoning Copy

2007-0008

Application I. D. Number

1/17/2007

Application Date

D.A. Brackett

Applicant

84 Country Lane, Portland, ME 04103

Applicant's Mailing Address

Dwight Brackett

Consultant/Agent

Applicant Ph: (207) 772-8629 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Marge Schmuckal

16 - 16 Ruby Ln , Portland, Maine

Address of Proposed Site

342 B042001

Assessor's Reference: Chart-Block-Lot

Single Family Home -

Project Name/Description

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

Acreage 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 1/17/2007

Zoning Approval Status:

Reviewer _____

- Approved Approved w/Conditions See Attached Denied

Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached
 Condition Compliance _____ signature _____ date _____

Performance Guarantee

Required*

Not Required

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

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

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. Brackett 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 DS Seller(s) Initials JWD

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

David Banks

10. 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.

11. 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 Seller's 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.

12. 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.
 - 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.
 - 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.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
 - 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.
 - Buyer agrees to pay no more than 0 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.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - 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 of N/A is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

N/A of N/A is a Seller Agent Buyer Agent
 Licensee 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.

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 counteroffers 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, attorneys, 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.

22. 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 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 _____



Addendum #1 to Contract

Date of Contract: January 4, 2007

Buyer: D.A. Brackett Inc.

Seller: Dana W. Dresser

Re: Lots #1 & #2 Ruby Lane, Portland, Maine

Contingencies:

- 1) Buyer, D.A. Brackett Inc. has until January 30, 2007 to gain approval from the City of Portland for permission to build a duplex unit on Lot #1 and waive this condition in writing. Seller, Dana W. Dresser, if this condition is not waived by 1/30/07 has the option of canceling this Purchase and Sale Agreement at his discretion.**
- 2) Subject to seller, Dana W. Dresser and/or We Three Magpies LLC receiving all legal releases which allows the seller to convey clear and free title. If releases and/or clear title cannot be secured then this proposed sale is null and void without penalty to either party.**

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

2007-0008
Application I. D. Number

D.A. Brackett
Applicant

Barbara Barhydt

1/17/2007
Application Date

84 Country Lane, Portland, ME 04103
Applicant's Mailing Address

Single Family Home -
Project Name/Description

Dwight Brackett
Consultant/Agent

16 - 16 Ruby Ln , Portland, Maine
Address of Proposed Site

Applicant Ph: (207) 772-8629 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

342 B042001
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 _____ Acreage 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 **1/17/2007**

DRC Approval Status:

Reviewer Scott Hanson

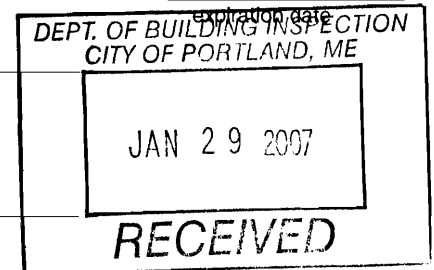
- Approved Approved w/Conditions See Attached Denied

Approval Date 1/29/07 Approval Expiration 1/29/08 Extension to _____ Additional Sheets Attached
 Condition Compliance Scott Hanson 1/29/07
signature date

Performance Guarantee Required* Not Required

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

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



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

2007-0008

Application I. D. Number

1/17/2007

Application Date

Single Family

Project Name/Description

D.A. Brackett

Applicant

84 Country Lane, Portland, ME 04103

Applicant's Mailing Address

Dwight Brackett

Consultant/Agent

Applicant Ph: (207) 772-8629 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

16 - 16 Ruby Ln , Portland, Maine

Address of Proposed Site

342 B042001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

- 2 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.

- 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.

- 4 All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.

- 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.

- 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.
