

**SHORT FORM WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that Stonemark Management Company, Inc., a New Hampshire corporation, with a mailing address of P.O. Box 280, Stratham, New Hampshire 03885, FOR CONSIDERATION PAID, grants to C.G.B. Properties LLC, a Maine limited liability company with a mailing address of 84 Country Lane, Portland, Maine 04103, WITH WARRANTY COVENANTS, the following described real property located in Portland, Cumberland County, State of Maine:

A certain parcel of land located on the westerly side of Pennell Avenue and being more particularly bounded and described as follows:

Commencing at a stone monument with cap, 6" below grade with cap PLS#1273, said stone monument is on the easterly side of Pennell Avenue approximately 2.98' feet westerly of a found 5/8" rebar 2" above grade with no cap and bent, thence,

MAINE REAL ESTATE TAX PAID

- |             |   |
|-------------|---|
| N85°37'18"W | A distance of fifty one and 04/100 (51.04') feet to a 5/8" rebar with cap to be set on the westerly side of Pennell Avenue. Said point also being the Point of Beginning, thence,   |
| S17°51'00"E | A distance of sixty five and 00/100 (65.00') feet along the westerly side of Pennell Avenue to a 5/8" rebar with cap set, thence,   |
| S71°31'00"W | A distance of one hundred and 01/100 (100.01') feet along the land on the south now or formerly of William L. Knight as described in Deed Book 17683, Page 338 recorded in the Cumberland County Registry of Deeds and the parcel of land herein described, to a 5/8" rebar with cap set, thence,             |
| N17°51'00"W | A distance of sixty five and 00/100 (65.00') feet along the land to the west now or formerly of ALC Development Corporation as described in Deed Book 18822, Page 58 recorded in the Cumberland County Registry of Deeds and the parcel of land herein described, to a 5/8" rebar with cap to be set, thence, |
| N71°31'00"E | A distance of one hundred and 01/100 (100.01') feet along the land to the north of Stonemark Management, Inc., as Trustee of the Robinson Family Trust, to the westerly sideline of Pennell Avenue to a 5/8" rebar with cap to be set, said point also being the Point of Beginning.                          |

Containing 6,500± square feet or 0.15 acres more or less and being lots numbered 36 and the southerly 20 feet of lot 37 on a plan of the Holmsteads prepared by E. C. Jordan, C.E. and dated September 1921. Said plan being recorded in the Cumberland County Registry of Deeds in Book 14, Page 70.

JAN 25 2008



All bearings herein referenced to the Magnetic Meridian of 1921 and are based on the afore mentioned plan.

Subject, however to a reverter provision contained in a deed from Stonemark Management Company, Inc., as Trustee of the Robinson Family Trust to the grantor herein, dated 12-19-2007, to be recorded in the Cumberland County Registry of Deeds, granting a portion of the land conveyed herein, such portion being the above-referenced portion of lot 37 on said plan of the Holmsteads, which provision provides that if any owner of said portion of said lot 37 attempts to divide the merged parcel containing said portion and the above-referenced lot 36 on said plan of the Holmsteads, at any time within five years from the date of said deed, then said deed and conveyance shall be and become null and void, and the title to said portion of said lot 37 conveyed therein shall immediately revert to the grantor therein, its heirs, successors and assigns.

IN WITNESS WHEREOF, Stonemark Management Company, Inc. has caused this instrument to be executed by James Bolduc, its duly authorized President, this 19<sup>th</sup> day of December, 2007.

WITNESS:

Judith A. Hatch

Stonemark Management Company, Inc.

James Bolduc, President

STATE OF NEW HAMPSHIRE  
COUNTY OF Strofford, SS.

December 19, 2007

Personally appeared the above-named James Bolduc, President of Stonemark Management Company, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Stonemark Management Company, Inc.

Before me,

Judith A. Hatch  
Notary Public/Attorney at Law  
COMMISSIONER OF DEEDS  
STATE OF NEW HAMPSHIRE  
COMMISSION EXPIRES APRIL 10, 2011

O:\RES\08264-300 Bolduc, James\Deed Stonemark Mgmt to Brackett.doc

Received  
Recorded Register of Deeds  
Jan 23, 2008 12:48:18P  
Cumberland County  
Pamela E. Lovley

*Stone Mark Management Company, Inc*

**CONTRACT FOR THE SALE OF REAL ESTATE**

RECEIVED of Dwight Brackett, whose mailing address is 84 Country Lane, Portland, Maine 04103 (hereinafter called the "Purchaser"), this 4<sup>th</sup> Day of August 2007, an earnest money deposit in the sum of \$100.00 toward the purchase of real estate owned by Hope Realty Trust, (hereafter called the "Seller") of P. O. Box 475, Eliot, Maine 03903, and located on Pennell Avenue, Portland, Maine (hereafter "Property Address"), as shown on a survey plan prepared by SGC Engineering, described as a parcel of land containing 5,000 square feet; and being more fully described in a deed being prepared by *Robert Stevens Esq.* to be recorded at said County's Registry of Deeds upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** Land only. *Forty-four thousand four hundred*
2. **PURCHASE PRICE:** The total Purchase Price is ~~Fifty-two thousand~~ Dollars (\$52,000), with payment to be made as follows: *\$44,500*

Earnest money deposit received on this date: \$ 100.00

Balance due at closing, in cash or certified funds: \$51,900.00 - *344,000*

3. **TRANSFER OF TITLE:** That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to the Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before ~~September 16, 2007~~ *December 15, 2007*.
4. **DEED:** That the property shall be conveyed by a warranty deed, provided to Buyer at Seller's cost, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
5. **POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
6. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, including all timber, etc.
7. **PRORATIONS:** The following items shall be prorated as of the date of closing:
- Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
  - Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
8. **INSPECTIONS:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building		X	Within ___ days	g. Lead Paint		X	Within ___ days
b. Sewage Disposal	X		Within 30 days	h. Pests		X	Within ___ days
c. Water Quality	X		Within 30 days	i. ADA		X	Within ___ days
d. Radon Air Quality		X	Within ___ days	j. Wetlands	X		Within 30 days
e. Radon Water Quality		X	Within ___ days	k. Environmental Scan	X		Within 30 days
f. Asbestos Air Quality		X	Within ___ days	l. Other (see addendum A)			Within 30 days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

*TR*

9. **FINANCING:** This contract is not contingent to buyer obtaining financing.
10. **DEFAULT:** If buyer should default under this contract, the Sellers sole remedy, liquidated damages, is the non-refundable deposit in the amount of One Hundred Dollars (\$100.00).
11. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
12. **PRIOR STATEMENTS:** This Contract sets forth the entire contract between the parties, and there are no other representations, contracts or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
13. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
14. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser. Time is of the essence of this Contract.
15. **ADDENDA:** This contract has addenda containing additional terms and conditions - see Addendum A to this contract

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/4% of the consideration unless the Seller furnishes to the Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Dwight Brackett  
Purchaser

Signature

00754-6734  
Social Security #

Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above.  
Signed this 22nd day of August, 2007

Hope Realty Trust  
Seller

Signature

20-7513033  
Tax ID Number

Judith A. Hatch, Trustee  
Name/Title, there unto duly authorized

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.



ADDENDUM A  
To Contract for Sale of Real Estate  
"Additional Provisions"

This addendum is made an integral part to the Contract For The Sale Of Real Estate for property located on Pennell Avenue, Portland, ME, as shown on a survey plan prepared by SGC Engineering between Hope Realty Trust. (Known as Seller) and Dwight Brackett, (known as Purchaser)

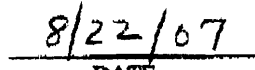
The following terms and conditions are agreed to by the Seller and Buyer:

1. Additional Conditions: This contract, in its entirety, is subject to the following additional conditions being completed to the Buyer's satisfaction, in the buyer's sole discretion, within 30 days after the effective date of this Contract. All costs incurred by the Buyer to complete said items under this section of this Contract will be at the Buyer's expense.
  - A. Obtaining City of Portland building permit for a three bedroom single family home
  - B. Review and approval of the plan prepared by SGC Engineering, paid for by Seller
  - C. Title abstract
2. During the time of this contract, the Buyer, its agent(s), employees and/or consultants, may enter upon the property, from time to time, as needed by the buyer to complete the analysis of the property. Buyer assumes all responsibility for any damage, loss or injury caused or suffered by its entry upon the property and agrees to indemnify and hold Seller harmless from any claim resulting therefrom.
3. Buyer and Seller agree that the Buyer is responsible for any Real Estate Commission that may be due, as a result of this transaction.

SEEN AND AGREED TO BY:

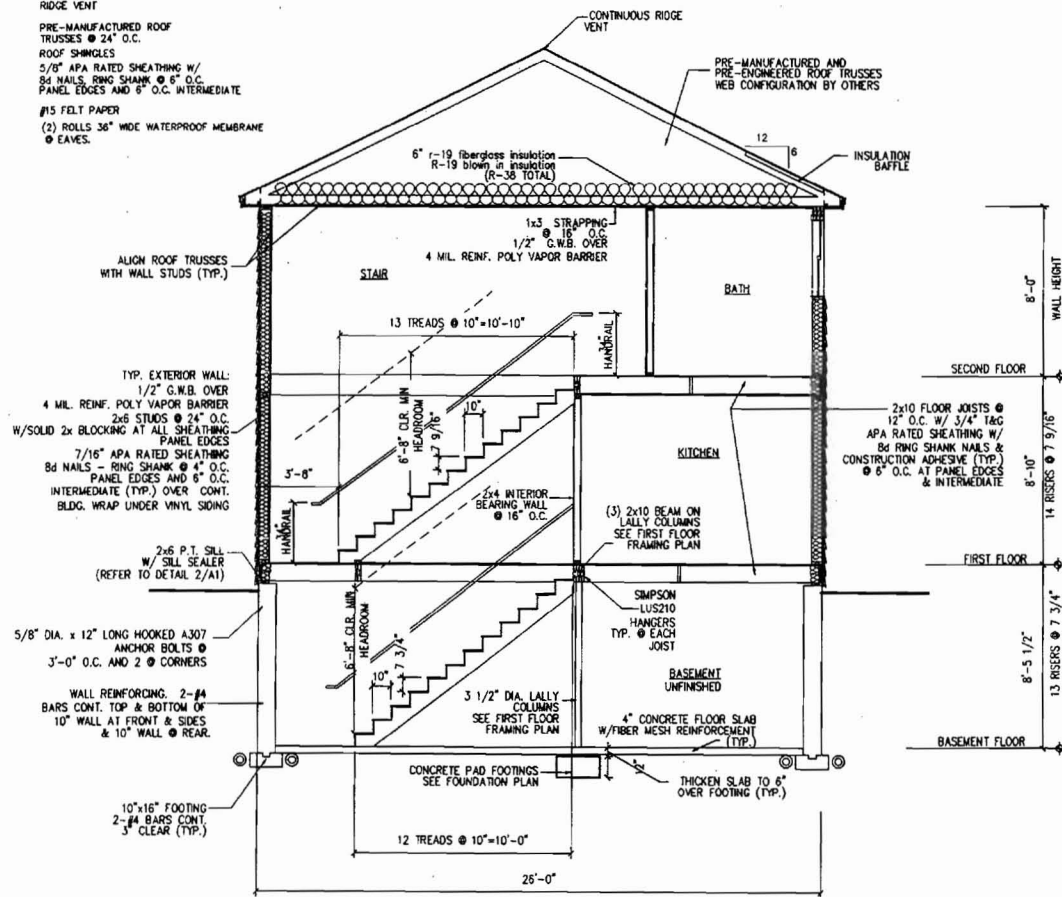
  
SELLER  
  
PURCHASER

  
DATE

  
DATE

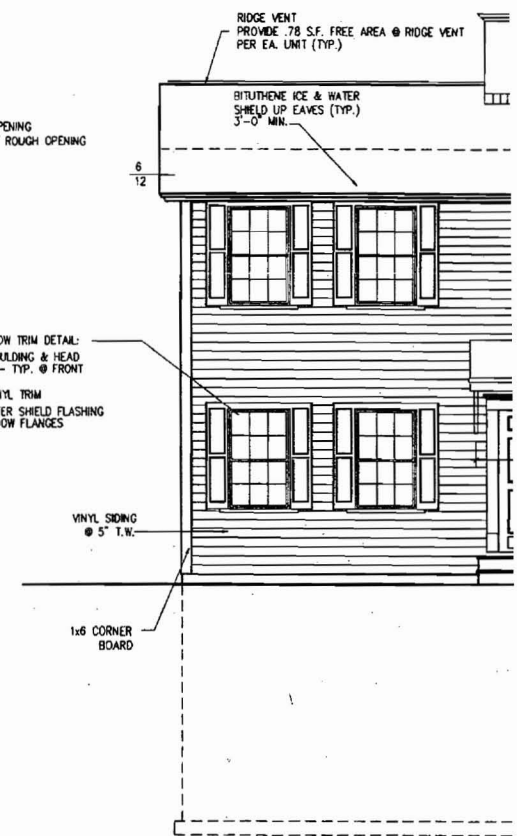
**TYPICAL ROOF CONSTRUCTION**

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

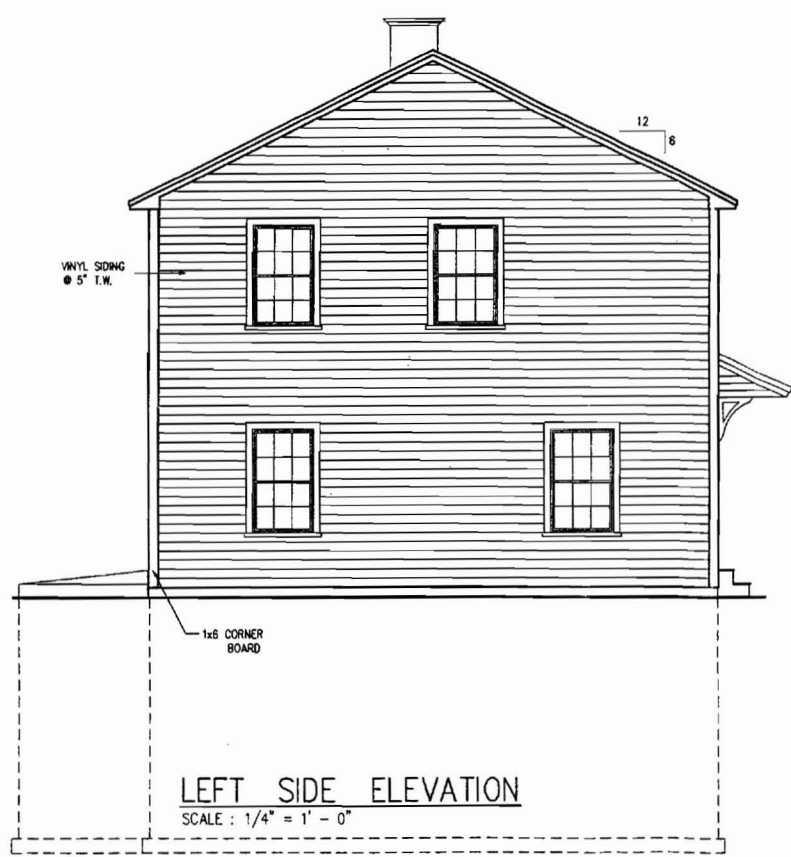
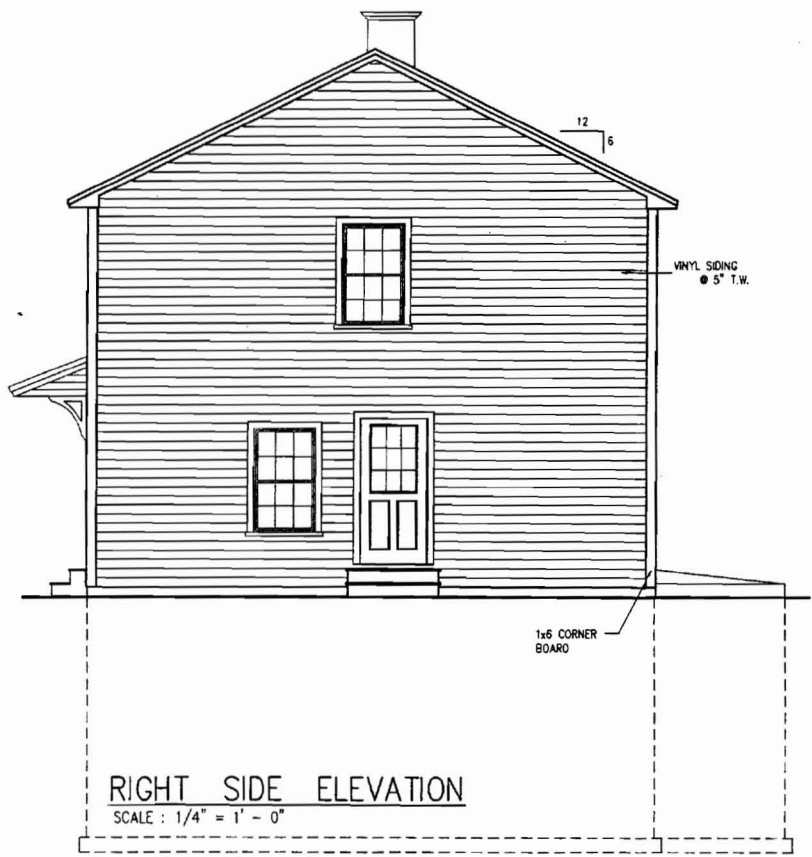


HEADER SCHEDULE	
ROUGH OPENING	HEADER SIZE
0 - 3'-0"	(3) - 2x6
3'-1" - 4'-6"	(3) - 2x8
4'-7" - 5'-8"	(3) - 2x10
5'-9" - 7'-0"	(3) - 2x12

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"



**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 all 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 with 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 at 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:**

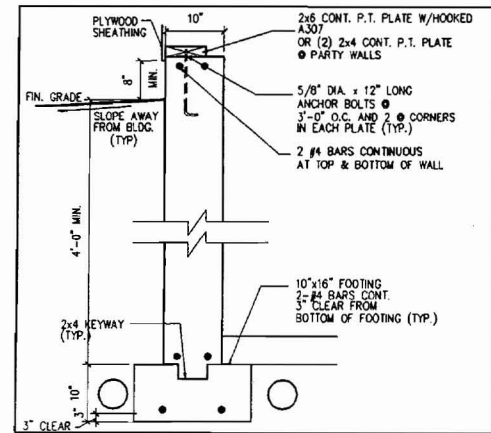
- PROVIDE SILL SEALER ON TOP OF ALL FOUNDATION WALLS.
- FOUNDATION WALLS SHALL BE BACKFILLED SIMULTANEOUSLY ON BOTH SIDES.
- ALL STEEL REINFORCING IN FOOTINGS TO BE A MINIMUM 3" CLEAR FROM BOTTOM OF FOOTING.
- ALL STEEL REINFORCING IN FOUNDATION WALLS BELOW GRADE TO BE MINIMUM OF 2" CLEAR FROM FACE OF WALL.
- ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESURE PRESERVATIVE TREATED W/CCA 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.
- WATERPROOFING / DAMP PROOFING ASPHALT TAR.
- 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.

**FRAMING NOTES:**

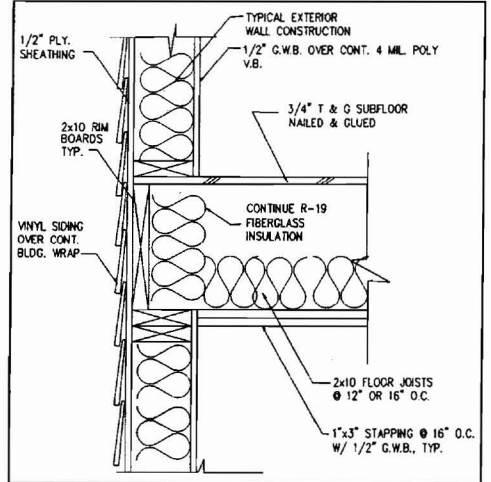
- ALL EXTERIOR WALLS TO BE 2X6 WOOD STUD WALLS @ 24" O.C. W/ 1/2" G.W.B. AND VAPOR BARRIER @ INSIDE FACE OF WALL, 6" BATT INSULATION (R-19), AND 7/16" APA RATED SHEATHING @ EXTERIOR FACE OF WALL.
- ALL INTERIOR WALLS TO BE 2X4 WOOD STUD WALLS (UNLESS NOTED OTHERWISE) W/ ONE LAYER 1/2" G.W.B. EACH SIDE.
- 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.

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

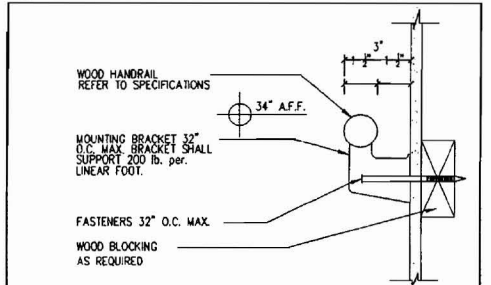
NOTE: PROVIDE JACKS BOTH ENDS AS FOLLOWS:  
 2x6 JACK PLUS 2x6 KING UP TO 4'-6" ROUGH OPENING  
 (2) 2x6 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING



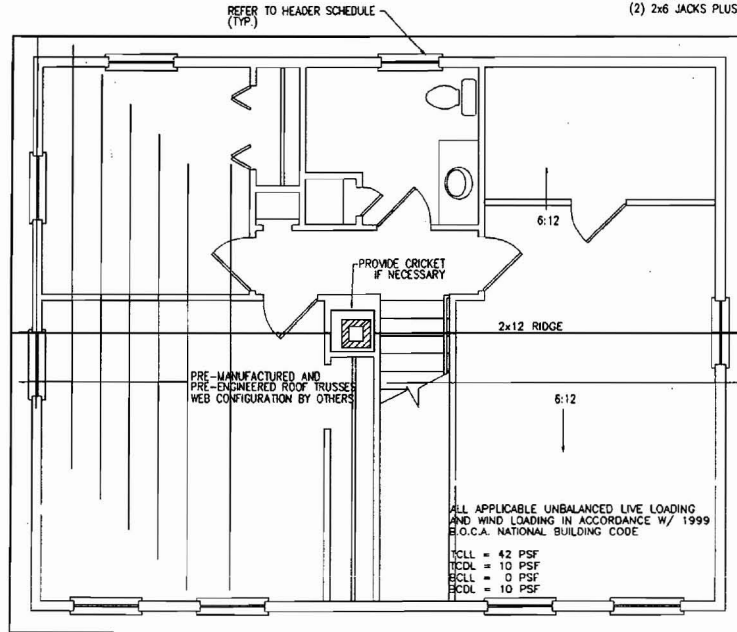
1 TYPICAL FOUNDATION WALL SCALE: 1"=1'-0"



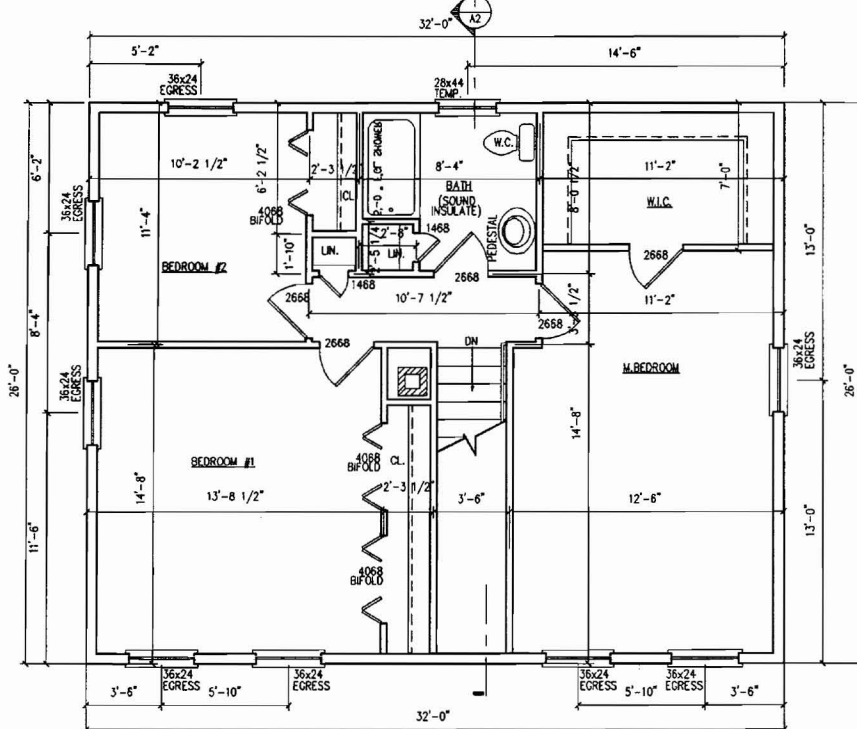
2 FLOOR FRAMING DETAIL SCALE: 1 1/2" = 1'-0"



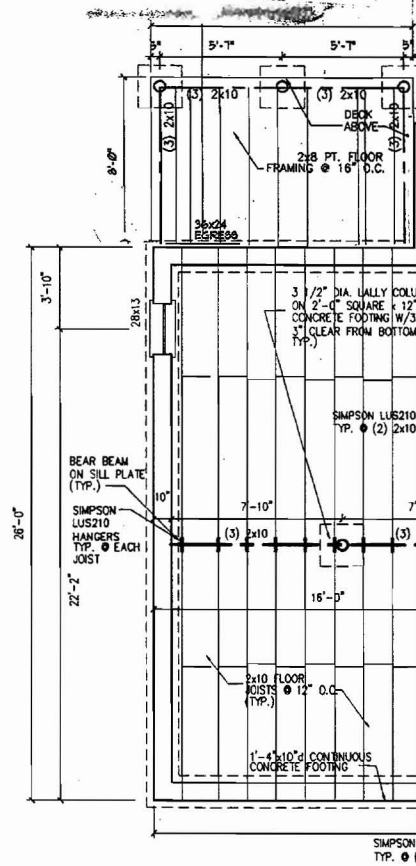
HANDRAIL DETAIL NTS



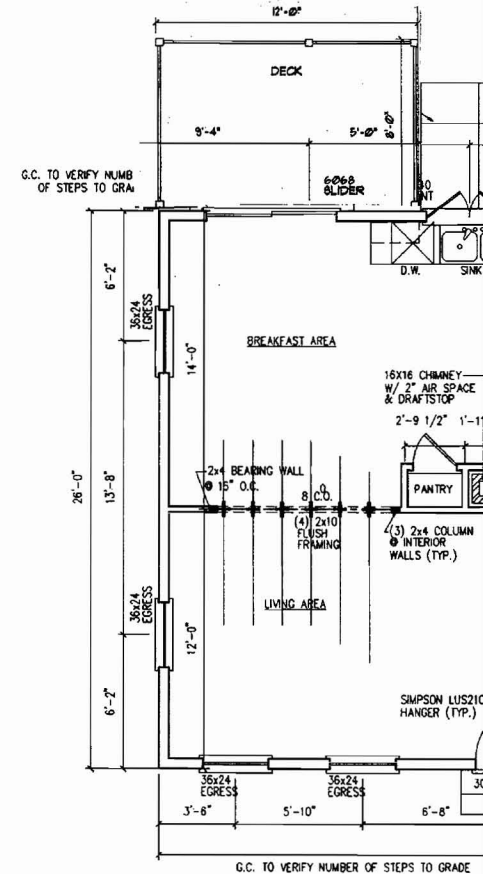
ROOF FRAMING PLAN SCALE: 1/4" = 1' - 0"



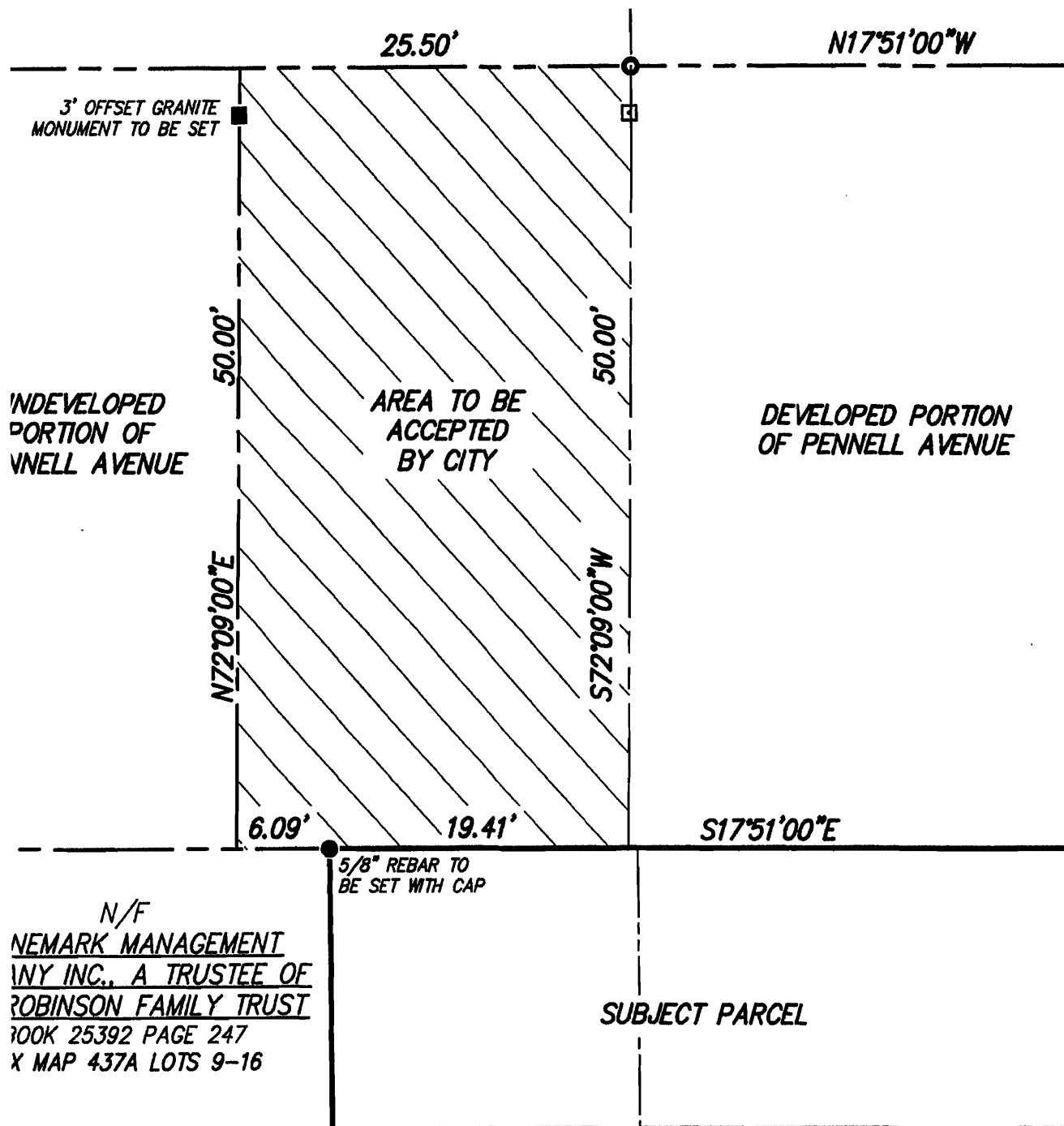
SECOND FLOOR PLAN SCALE: 1/4" = 1' - 0"



FOUNDATION / FIRST FLOOR



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

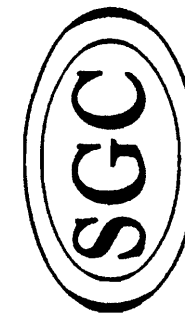


DETAIL OF STREET ACCEPTANCE AREA

SCALE: 1"=10'

MAINE STATE COORDINATES  
NAD 1983 (HARN) WEST ZONE

LOT CORNER (SEE PLAN)	NORTHING	EASTING
A	316416.82	2919105.02
B	316362.51	2919140.75
C	316360.94	2919022.08
D	316306.63	2919057.80



**SGC ENGINEERING, LLC**

- Civil Design & Survey Engineering
- Environmental & Regulatory Permitting
- Electrical Power Systems Engineering

SERVING OUR CLIENTS IN THE U.S.A. & CANADA

501 County Road  
Westbrook, Maine 04092  
P.O. Box 470 Westbrook, 04088  
Tel: 207-347-8100  
Fax: 207-347-8101

Target Technology Center  
20 Godfrey Drive, Suite 200  
Orono, Maine 04473  
Tel: 207-868-8571  
Fax: 207-868-6501

DATE: 08/02/07  
SCALE: 1" = 10'

CALC: AJN  
DRAWN: KEG  
CHECK: CRM

PROJECT: 49300101

FILE: SITE DEV\_BLDG\_493001.DWG

SITE PLAN  
OF PROPERTY LOCATED ON  
**PENNELL AVENUE**  
CITY OF PORTLAND  
CUMBERLAND CO., MAINE  
PREPARED FOR:  
**DWIGHT BRACKETT**  
84 COUNTRY LANE  
PORTLAND, MAINE 04103

SHEET:

**1 OF 3**



**ACCEPTANCE AREA**

