

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 060652

Please Read
Application And
Notes, If Any,
Attached

PERMIT ISSUED
JUN 28 2006
CITY OF PORTLAND

This is to certify that Greg Martell Builders, LLC John Anderson

has permission to Build a 28' x 34' single family w/ a 25' x 25' two attached garage

AT 33 BALLPARK DR Portland, OR 97205 PL 371 A-044001

provided that the person or persons responsible for the construction accepting this permit shall comply with all of the provisions of the Statutes of Oregon 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 otherwise closed-in. **YOUR 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

[Signature]
Director - Building & Inspection Services
6/28/06

PENALTY FOR REMOVING THIS CARD

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.**

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL:

571A 044

Building Permit #:

060652

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0652	Issue Date: PERMIT ISSUED JUN 28 2006	371 A044001
Owner Address: 46 Devonshire Street	Contractor Address: 543 Allen Ave Portland	Phone: 797-5522
Permit Type: Single Family	Zone: R2	

Location of Construction: 33 BALLPARK DR	Owner Name: Greg Martell Builders, LLC
Business Name:	Contractor Name: Len Anderson
Lessee/Buyer's Name	Phone:

Past Use: Vacant Land	Proposed Use: Single Family Home- Build a 28' x 34' single family w/ a 25' x 24' two car attached garage
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Permit Fee: \$1,896.00	Cost of Work: \$200,000.00	CEO District: 5
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FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group R3 Type: SB 6/28/06 Signature: <i>[Signature]</i>
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Proposed Project Description:
Build a 28' x 34' single family w/ a 25' x 24' two car attached garage

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
Action Approved Approved w/Conditions Denied
Signature _____ Date _____

Permit Taken By: Idobson	Date Applied For: 05/03/2006
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Zoning Approval

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <i>panel 2 zone x</i> <input type="checkbox"/> Subdivision <i>or protection 14-125</i> <input checked="" type="checkbox"/> Site Plan 206-0083 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>oc w/ conditions</i> Date: 5/19/06 <i>ABM</i>

<p>Zoning Appeal</p> <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: _____

<p>Historic Preservation</p> <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 Denied <i>ABM</i> Date: _____

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK. TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0652	Date Applied For: 05/03/2006	CBL: 371 A044001
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Location of Construction: 33 BALLPARK DR	Owner Name: Greg Martell Builders, LLC	Owner Address: 46 Devonshire Street	Phone:
Business Name:	Contractor Name: Len Anderson	Contractor Address: 543 Allen Ave Portland	Phone: (207) 797-3522
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home- Build a 28' x 34' single family w/ a 25' x 24' two car attached garage	Proposed Project Description: Build a 28' x 34' single family w/ a 25' x 24' two car attached garage
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- 2) This permit is being approved on the basis of plans submitted. Any deviation from the plans shall be approved by the City Engineer starting that work.
- 3) Separate permits shall be required for future decks, sheds, pools, etc.
- 4) This property shall be a single family dwelling. Any change of use approval and

Dept: Building **Status:** Approved with Conditions **Rev** 06/28/2006
Note: **Issue:**

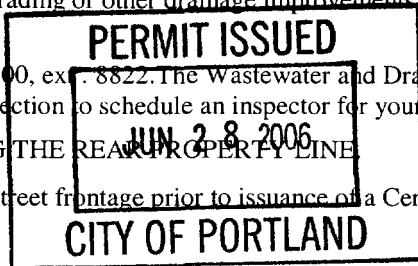
- 1) The Header for the Slide opening must be three (3) 2" x 10" minim; The Header for the front door opening must be three (3) 2" x 8" minim.
- 2) Prior to framing the following details must be submitted and approved:
 - 1) The Header for the Garage Door.
 - 2) Garage Roof framing Plan
 - 3) Deck and guard Framing Plan
 - 4) Egress Window Dimensions
- 3) Smoke Detectors are not shown in the common hall on the Second Floor. Smoke detectors shall be installed in the common area on the first floor. These must be interconnected with the other detectors shown, hard wired with battery back up.
- 4) The basement is not habitable space as it is not insulated and thus unsuitable for "conditioned space".
- 5) A ridge vent must be installed in compliance with Section R806 of the IRC

Person Picking-up Memo Initial Conditions

SEE TIME OUT

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 05/18/2006
Note: **Ok to Issue:**

- 1) EROSION CONTROL SHALL BE INSTALLED ACROSS THE FRONT OF THE PROPERTY
- 2) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 3) 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.
- 4) BUILDERS SHALL MINIMIZE THE AMOUNT OF TREE CLEARING ALONG THE REAR PROPERTY LINE
- 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.



Location of Construction: 33 BALLPARK DR	Owner Name: Greg Martell Builders, LLC	Owner Address: 46 Devonshire Street	Phone:
Business Name:	Contractor Name: Len Anderson	Contractor Address: 543 Allen Ave Portland	Phone (207) 797-3522
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 05/18/2006
Note: **Ok to Issue:**

Comments:

5/18/2006-amachado: Left message with Len Anderson. Site plan has 4' x6' set of front steps and building plans do not show front steps. They need to match.

5/19/2006-amachado: **Len** came in and drew the step on the building plan so now they match.

BOISE™

Single 5-1/4" x 11-7/8" VERSA-LAM® 2.0 3100 DF

Floor Beam\FB01

BC CALC® 9.3 Design Report - US
Build 047

1 span | No cantilevers | 0/12 slope

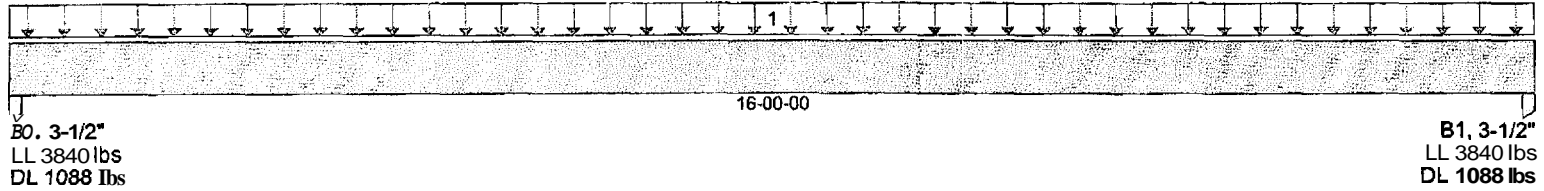
Wednesday, June 28, 2006 14:47

Account Name: *LEN + DAK ANDERSEN*

File Name: BC CALC Project
Specification: FB01

City, State, Zip: ,
Customer:
Code reports: ESR-1040

Designer:
Company:
Misc:



Total Horizontal Product Length = 16-00-00

Load Summary		Load Type	Ref.	Start	End	Live	Dead	Snow	Wind	Roof Live	Trib.
Tag	Description					100%	90%	115%	133%	125%	
1	Standard Load	Unf. Area (psf)	Left	00-00-00	16-00-00	40	10				12-00-00

Controls Summary	Value	% Allowable	Duration	Load Case	Span	Location
Pos. Moment	18599 ft-lbs	58.3%	100%	1	1	Internal
End Shear	4139 lbs	34.9%	100%	1	1	Left
Total Load Defl.	L/338 (0.552")	71.0%		1	1	
Live Load Defl.	L/434 (0.43")	83.0%		1	1	
Max Defl.	0.552"	55.2%		1	1	
Span / Depth	15.7	n/a			1	

Bearing Supports	Dim. (L x W)	Value	% Allow Support	% Allow Member	Material
BO Post	3-1/2" x 3-1/2"	4928 lbs	n/a	53.6%	Unspecified
B1 Post	3-1/2" x 3-1/2"	4928 lbs	n/a	53.6%	Unspecified

Disclosure
Completeness and accuracy of input must be verified by anyone who would rely on output as evidence of suitability for particular application. Output here based on building code-accepted design properties and analysis methods. Installation of BOISE engineered wood products must be in accordance with current Installation Guide and applicable building codes. To obtain Installation Guide or ask questions, please call (800)232-0788 before installation.

Cautions
Member is not fully supported at post BO. A connector is required at this bearing. Column at Bearing BO analyzed for bearing only, column analysis has not been performed. Member is not fully supported at post B1. A connector is required at this bearing. Column at Bearing B1 analyzed for bearing only, column analysis has not been performed.

BC CALC®, BC FRAMER®, AJS™, ALLJOIST®, BC RIM BOARD™, BCI®, BOISE GLULAM™, SIMPLE FRAMING SYSTEM®, VERSA-LAM® VERSA-RIM PLUS®, VERSA-RIM®, VERSA-STRAND®, VERSA-STUD® are trademarks of Boise Wood Products, LLC.

Notes
Design meets Code minimum (L/240) Total load deflection criteria.
Design meets Code minimum (L/360) Live load deflection criteria.
Design meets arbitrary (1") Maximum load deflection criteria.



Code/Location

Select the applicable code and the building location (view the current status of state energy codes):

Code: 2003 IECC

State: Maine

City: Portland

County:

If your city or county is not included here, choose a nearby location with similar weather conditions

Construction Type

- 1- and 2-Family, Detached
 Multifamily

Beyond the Code

- Energy Star
- Building America
- Energy Codes Resource Center

Project Details (optional)

This information will appear on the compliance report.

Notes:

33 ballpark Dr. 371 a044

Row:

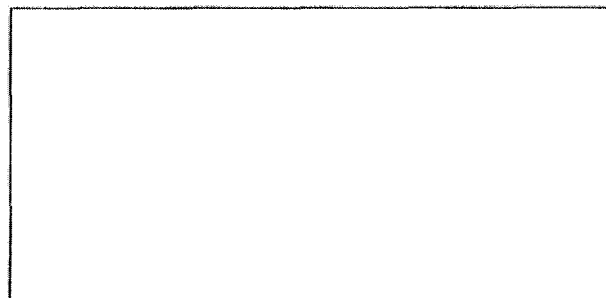
Add:

Assembly
 Gross Area
 Cavity
 R-Value
 Continuous
 R-Value
 U-Factor



No title assigned -- Code: 2003 IECC

1	Basement Solid Concrete or Masonry	1008 ft ²		0.0
2	Floor All-Wood Joist/Truss Over Uncond Space	1008 ft ²	19.0	19.0
3	Wall Wood Frame, 16in o c	992 ft ²	19.0	19.0
4	Window Vinyl Frame, 2 Pane w/ Low I	137 ft ²		0.330
5	Door Slider	42 ft ²		0.330
6	Door Solid	21 ft ²		0.330
7	Wall Wood Frame, 16in o c	1392 ft ²	19.0	19.0
8	Window Vinyl Frame, 2 Pane w/ Low I	198 ft ²		0.330
9	Ceiling Flat or Scissor Truss	1652 ft ²	38.0	38.0





Commercial 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>59 FAIRMAKER DRIVE PORTLAND ME</u>		
Total Square Footage of Proposed Structure <u>1500 sq TENANT FIT UP</u>	Square Footage of Lot <u>200,000 +</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>306</u> Block# <u>B006</u> Lot#	Owner: <u>LOFFEY ELECTRIC INC</u>	Telephone: <u>207</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>HARVEY E SAWYER III</u> <u>14 DEER RUN DRIVE</u> <u>GORHAM ME 04038</u> <u>839-2420</u>	Cost Of Work: \$ <u>7800.-</u> Fee: \$ <u>24.00</u>
Current Specific use: <u>VACANT SPACE - NEW STRUCTURES</u>		
Proposed Specific use: <u>OFFICE / CONDO</u>		
Project description: <u>EXPAND PRE APPROVED OFFICE AREA & ADD 2ND FLOOR OFFICE AREA. to unit #</u> <u>Amendment to # 051808 Fitup New Bldg. only</u>		
Contractor's name, address & telephone: <u>TBD</u>		
Who should we contact when the permit is ready: <u>JOHN LOFFEY</u>		
Mailing address: <u>26 Brookside Dr.</u> <u>Falmouth, Me 04105</u> Phone: <u>615-3400</u>		

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

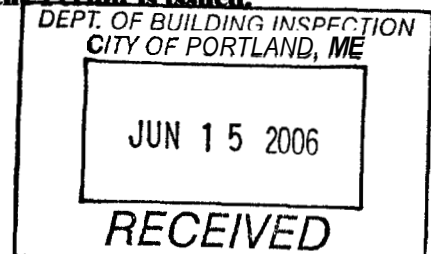
At the discretion of the Planning and Development Department, additional information may be required prior to permit approval. For further information stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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: <u>[Signature]</u>	Date: <u>6/14/06</u>
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Permit Fee: \$30.00 for the first \$1000.00 Construction Cost, \$9.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.



June 14,2006

Michael Nugent
Inspections Service Manager
City of Portland, Maine

Re: B & L Business Park
Building "C" 60' x 200'
585 Riverside Street
Portland, Maine

Dear Mike,

I ~~am~~ confirming our conversation of late regarding the change in the construction type of the above named building structure from a 2B to a 5B classification. We will however maintain the 6" steel stud separation wall with 5/8" type X gypsum board on both sides between the tenant spaces.

Thank you for your efforts.

Best Regards,



"Pete" Harvey E. Sawyer III



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: SBM ASSOCIATES INC HARVEY E SAWYER PRA

Address of Project: 585 RIVERSIDE STREET

Nature of Project: TELEPHONE FIT-UP FOR LOTFEST ELECTRIC INC

59 RIVER WALKER DRIVE
UNIT #1 BUILDING "C" 585 RIVERSIDE STREET
PORTLAND, ME

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.

Signature: Harvey E Sawyer PRA

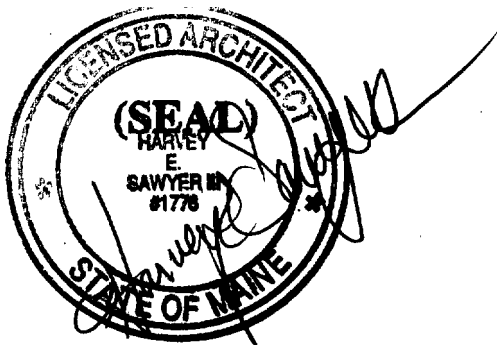
Title: ARCHITECT

Firm: SBM ASSOCIATES INC

Address: 14 DEER RUN DRIVE

GORHAM, MAINE 04038

Phone: 207 839-2420



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

2006-0083

Application I. D. Number

Zoning Copy

5/3/2006

Application Date

Anderson, Len

Applicant

543 Allen Ave, Portland, ME 04103

Applicant's Mailing Address

Marge Schmuckal

Project Name/Description

Consultant/Agent

Applicant Ph: (207) 797-3522 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

33 - 33 Ballpark Dr , Portland, Maine

Address of Proposed Site

371 A044001

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____

Proposed Building square Feet or # of Units 10336 Acreage of Site _____ Zoning _____

Check Review Required:

- Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Pla \$50.00 Subdivision _____ Engineer Review \$250.00 Date 5/3/2006

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

- 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 _____

From: Jay Reynolds
To: Single Family Signoff
Date: 5/18/2006 2:45:43 PM
Subject: 33 Ballpark Drive, CBL 371A044

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

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

PURCHASE AND SALE AGREEMENT

9/21/2005

Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Greg Metall Builders LLC of Devonshire St #46 Portland, Maine (hereinafter called "Buyer") and Ballpark Drive Developers LLC (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of [X]; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Lot 14 Ballpark Drive and described in deed(s) recorded at said County's Registry of Deeds Book(s) Refer to recorded plans and sample deed.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale except for the following:

Seller represents that all mechanical components of fixtures will be operational at the time of closing except:

4. PERSONAL PROPERTY The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: N/A Land Only

Seller represents that such items shall be operational at the time of closing, except:

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of... PRICE \$ 149,900 of which... DEPOSIT \$ 5,000 is included herewith as an earnest money deposit, and an additional amount of... DEPOSIT \$ 25,000 Will be paid November 21, 2005 see other conditions The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 119,900

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

6. EARNEST MONEY/ACCEPTANCE: Ballpark Drive ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 9/21/05 (date) Wed [] AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 21, 2005 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. See other conditions

8. DEED: The property shall be conveyed by a Warrant deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

Rev. Jan. 2005 Page 1 of 4 - P&S Buyer(s) Initials R.M. Seller(s) Initials AF

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) taxes. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall shall not) be paid by Buyer (cash price as of date of closing). Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

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

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				o. other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

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

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____

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

- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
- 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 _____ 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 agent.
- 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 _____ points. Seller agrees to pay up to \$ 219 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 paragraph 15 shall be void.

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

Dan Anderson Licensee of Dan Anderson R.E. Agency is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

W/A Licensee of _____ 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.

17. 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.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including Without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: plans, sample

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. 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 agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS: Purchase, to make additional payments of \$5,000 on December 21, 2005 - January 21, 2006 - February 21, 2006 - March 21, 2006 for a total of \$30,000 non refundable deposit. If any payment is missed and the purchaser does not close within 30 days of the payment due date then this contract is automatically declared null & void and sellers shall retain earnest money or deposit as damages.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 46 Devonshire St Portland
[Signature] 004549380
BUYER SS# OR TAXPAYER ID#

BUYER SS# OR TAXPAYER ID#

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. 3% to be kept

Seller's Mailing address is 67 Havenly's Way, Portland, ME 04103
[Signature] 9/21/05 004-68-6590
SELLER DATE SS# OR TAXPAYER ID#

SELLER DATE SS# OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____

SELLER SELLER

COUNTER-OFFER Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM PM.

SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE

**Dan Anderson Real Estate, Inc.
Appraisals & Brokerage
1831 Washington Avenue
Portland, ME 04103**

On the web at
danandersonappraislas.com
email
dananderson2@verizon.net

207-878-3261
207-878-49238fax
207-712-3741 cell

April 25, 2006

ASSIGNMENT OF REAL ESTATE CONTRACT

I Greg Martell assign all my rights and interest in a contract dated 9/21/2005 For purchase of lot 14 Ballpark between Ballpark Drive LLC and Greg Martell Builders LLC. The contract also includes \$30,000 deposits currently on account and a credit to the purchase price included in this assignment.

The assignment is to Daniel Anderson and/or Leonard Anderson and/or MADD LLC to each/all or any one individual.

Greg Martell

 4/26/06



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: 33 Bill Park Drive Portland		
Total Square Footage of Proposed Structure 2483 g/A + 573 sf garage = 3056		Square Footage of Lot 10336 or 24500
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 371 A 44	Owner: Bill Park Drive Dev LLC XXXXXXXXXXXX	Telephone: 7973522
Lessee/Buyer's Name (If Applicable) Len Anderson 543 Allen Ave Portland, ME. 04103	Applicant name, address & telephone: Len Anderson 543 Allen Ave Portland, ME. 04103 7973522 / 2331715	Cost Of Work: \$ 200000.00 Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: single fm residence / vacant lot currently If vacant, what was the previous use? vacant - single fm residence proposed Proposed Specific use: single family home		
Project description: construct 2 story ^{28x34} single family w/ ^{25x27} 2 car finished room above garage		
Contractor's name, address & telephone: Len Anderson 543 Allen Ave Portland, ME, 04103		
Who should we contact when the permit is ready: Len Anderson 04103 Mailing address: 543 Allen Ave or 1531 Washington Ave Portland, ME 04103 Portland ME 207 878 3261		

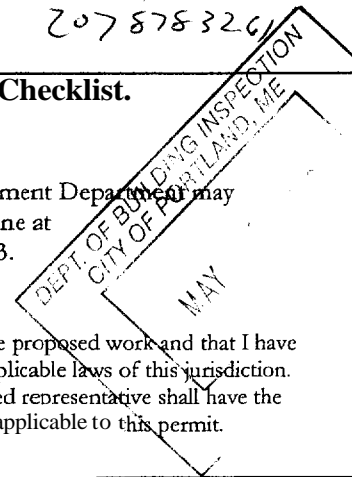
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

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.

Leonard Anderson - Daniel Crow
Signature of applicant:

Date: **5/2**



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

Applicant: Greg Markell Builders, LLC
~~Bull Park Drive, Dev. LLC~~

Date: 5/18/06

Address: 33 Bull Park Dr (Lot 14)

C-B-L: 371-A-044
permit #: 06-0652

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R₂

Interior or corner lot -

Proposed Use/Work - build new single family - 2 story 34' x 28' w/ 25' x 24' attached garage

Sevage Disposal - City

Lot Street Frontage - 50' min. - 88' given.

Front Yard - 25' min - 27.5' to house scaled
21.5' to front steps (4x6 = 24') OK Section 14-425

Rear Yard - 25' min. - 41' - scaled.

Side Yard - 1 1/2 stories 12' req. right side 14.5' scaled
2 stories 14' req. left side 14.5' scaled

Projections - 4x6 front steps, 12x12 duct, 7x7 bulkhead

Width of Lot - 80' min. - 88' scaled.

Height - 35' max - 25' scaled.

Lot Area - 10,000 sq ft min. - 10,336 sq ft

Lot Coverage Impervious Surface - 20% 2067.2 sq ft

Area per Family - 10,000 sq ft

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

Loading Bays - N/A

Site Plan - minor/minor 2006-0083

Shoreland Zoning/Stream Protection - N/A

Flood Plains - parcel 2 - zone X

no day light basement

$$\begin{aligned} 34 \times 28 &= 952 \\ 25 \times 24 &= 600 \\ 12 \times 12 &= 144 \\ 4 \times 6 &= 24 \\ 7 \times 7 &= 49 \end{aligned}$$

1769 sq ft

OK

33 BOLL PARK

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	100	
Component	Submitted Plan	Findings Revisions Date
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1))	20' x 10' w/ 8" csw, w/acc	
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)		
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2"	
Lally Column Type (Section R407)	3 1/2 LALLY MAX SPAN 6'2	
Girde & Header Spans (Table R 502.5(2))	3 - 2 x 12's w/	
Built-Up Wood Center Girder Dimension/Type	2x6 P.T.	
Sill/Band Joist Type & Dimensions		
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's 16" O.C.	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10's 16" O.C.	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	TRUSSES	

FWS

Shaw

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)		
Sheathing; Floor, Wall and Roof (Table R503.2.1.1(1))	Floors - 3/4" T+G PLY Roof - 5/8" OSB. w/clos	
Fastener Schedule (Table R602.3(1) & (2))	1" WCC WOOD	
Private Garage (Section R309) Living Space? ✓ (Above or beside) <i>ABOVE</i>		
Fire separation (Section R309.2)	<i>AW 5/8" TYPIC X GWB.</i>	
Opening Protection (Section R309.1)	<i>1 HR Door</i>	
Emergency Escape and Rescue Openings (Section R310)		
Roof Covering (Chapter 9)	<i>225 ASPHALT WOOD LAYMENT?</i>	
Safety Glazing (Section R308)		
Attic Access (Section R807)	<i>22" x 32"</i>	
Chimney Clearances/Fire Blocking (Chap. 10)		
Header Schedule (Section 502.5(1) & (2))		
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Ramification	<i>R-19 WALLS R-38 CEILING IN ROOF MINIMUM R</i>	

Type of Fire Alarm System

Means of Egress (Sec R311 & R312)

Basement

Number of Stairways

1 WALKER

Interior

—

2 3/4 riser / 10" tread

Exterior

Treads and Risers
(Section R311.5.3)

Width (Section R311.5.1)

Headroom (Section R311.5.2)

Guardrails and Handrails
(Section R312 & R311.5.6 – R311.5.6.3)

Smoke Detectors (Section R313)

Location and type/Interconnected

Draftstopping (Section R502.12) and
Fireblocking (Section (R602.8)

Dwelling Unit Separation (Section R317) and
IBC – 2003 (Section 1207)

Deck Construction (Section R502.2.1)