



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Code Enforcement
FROM: Jim Wendel, Development Review Coordinator
DATE: January 4, 1999
RE: Request for Certificate of Occupancy
72 Bramblewood Drive (Lot 9)

On January 4, 1999, a site visit was made to review the completion of the conditions of the site plan approval. My comments are:

1. The final site work was not completed due to lateness of the season; this work should be completed by June 15, 1999.

It is my opinion that a temporary Certificate of Occupancy could be issued, assuming Code Enforcement has no outstanding issues.

O:\PLAN\CORRESP\DR\TEMP\CO\72BRAMBLE.C

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January 6, 1999

City of Portland
Town Hall
Portland, ME 04101



To whom it may concern,

Please be advised that People's Heritage Bank will find it acceptable to escrow for loam and seeding for the property located at 70 Bramblewood Drive, Portland, due the fact that winter conditions do not allow this. Our escrow will be held until June 30, 1999 by which time the loam and seeding can be completed.

If you have any further questions, please do not hesitate to call me.

Thank you in advance.

Sincerely,

Elizabeth Milschke
(207) 828-7323

1) Final Payment MUST Be Done
JUNE 15, 1997

2) For E. C. K. 1997
Done by 1/1/97

CHASE CUSTOM HOMES & FINANCE INC.

FAX TRANSMISSION

 FAX SENT

From: Robn Provancher
To: Mike Nugent
Company:
Phone Number: (207) 892-2700/Fax (207) 892-8900

Date: 1/6/99
Fax #:
Number Pages: 2

REMARKS:

Letter required to
obtain C.O. on Brooks house
Bramblewood.

- 8. As-built record information for sewer and stormwater service connections must be submitted to Parks and Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 9. The building contractor shall check the subdivision recording plat for pre-determined first floor elevation and establish the first floor elevation (FFE) and sill elevation (SE) to be set above the finish street/curb elevation to allow for positive drainage away from entire footprint of building.
- 10. The site contractor shall establish finish grades at the building foundation, bulkhead and basement windows to be in conformance with the first floor elevation (FFE) and sill elevation (SE) set by the building contractor to provide for positive drainage away from entire footprint of building.
- 11. A drainage plan shall be submitted to and approved by Development Review Coordinator showing first floor elevation (FFE), sill elevation (SE), finish street/curb elevation, lot grading, existing and proposed contours, drainage patterns and paths, drainage swales, grades at or near abutting property lines, erosion control devices and locations and outlets for the drainage from the property.
- 12. The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 13. ERODED SOIL SHALL BE CONTAINED ON SITE. SILT FENCE SHALL BE INSTALLED DOWN GRADIENT OF DISTURBED AREA. A CRUSHED STONE CONSTRUCTED ENTRANCE IS REQUIRED AT THE CURB CUT.

cc: Katherine Staples, P.E., City Engineer

- 14. THE SIDEWALK TO THE SCHOOL SHALL BE REPAIRED TO CITY STANDARDS WHEN THE ELECTRICAL, TELEPHONE AND CABLE TV ARE INSTALLED.

286-7655
Bryan Cym

O:\PLAN\CORRESP\SECRETAR\FORMS\CONDAPP.SAP10\10\96

Backlog -
Roof Joists followed
Hangers - on air path.
Lightning rods
to be installed
in middle of
hangers on
side (6)
Revisions to
1/3/2X9/14 8'-1"
Certificates provided
STAPLES on 10/10/96
Revisions to meet spec.
Costs Attached
All the work is done

BUILDING PERMIT REPORT

DATE: 9/16/98 ADDRESS: 70-74 Bramblewood
REASON FOR PERMIT: construct 1 family dwelling with attached garage
BUILDING OWNER: Chase Custom Homes
CONTRACTOR: SAME
PERMIT APPLICANT: SAME
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL


This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: #1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, 12, 16, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31

- 1) This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- 2) Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5) Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 2.6) Foundations anchors shall be a minimum of 1 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of From corners of foundation and a maximum 6'o.c. between bolts. (Section 2305.17)
- 3) Precaution must be taken to protect concrete from freezing. Section 1908.0
- 4) It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 5) Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, (R-3) or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
- 5) All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 7) Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
- 3) Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0)
- 0) Headroom in habitable space is a minimum of 76". (Section 1204.0)
- 0) Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- 1) The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4
- 2) Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height

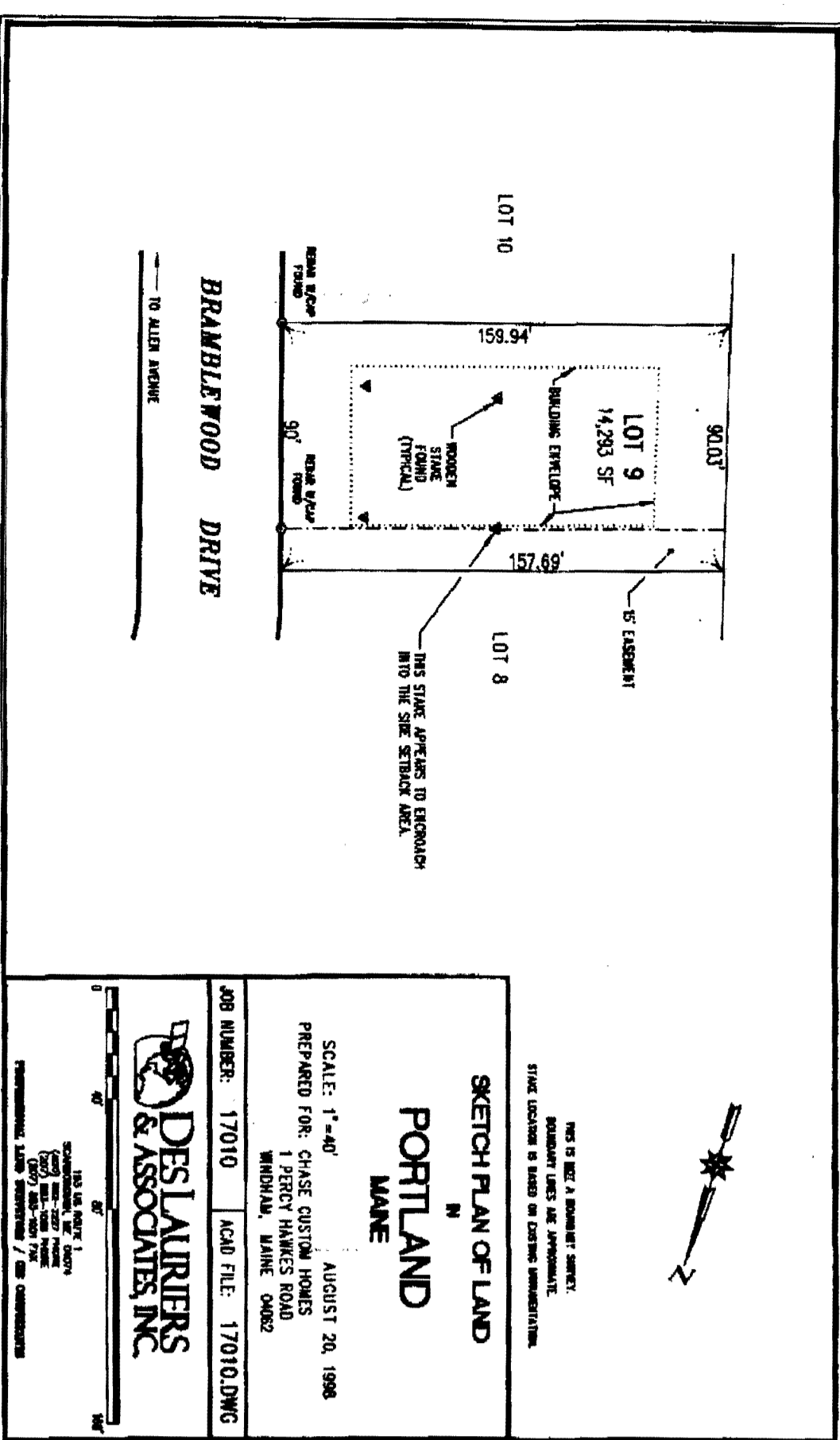
net

- not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
 14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self-closers. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
 15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
 16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
 In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
 19. The Sprinkler System shall be maintained to NFPA #13 Standard.
 20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
 24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
 25. All requirements must be met before a final Certificate of Occupancy is issued.
 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
 27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
 28. Please read and implement the attached Land Use-Zoning report requirements.
 29. Waterproofing & damp proofing shall meet the req. of Section 1013.0,
 30. GLASS GLAZING shall be installed AS per chapter 24 of the bldg code
 31. The GARAGE STAIRWAY shall have A RAISED concrete sill No less than 4 inches above the garage floor (2407)
 32. _____
 - _____
 - _____
 - _____
 - _____

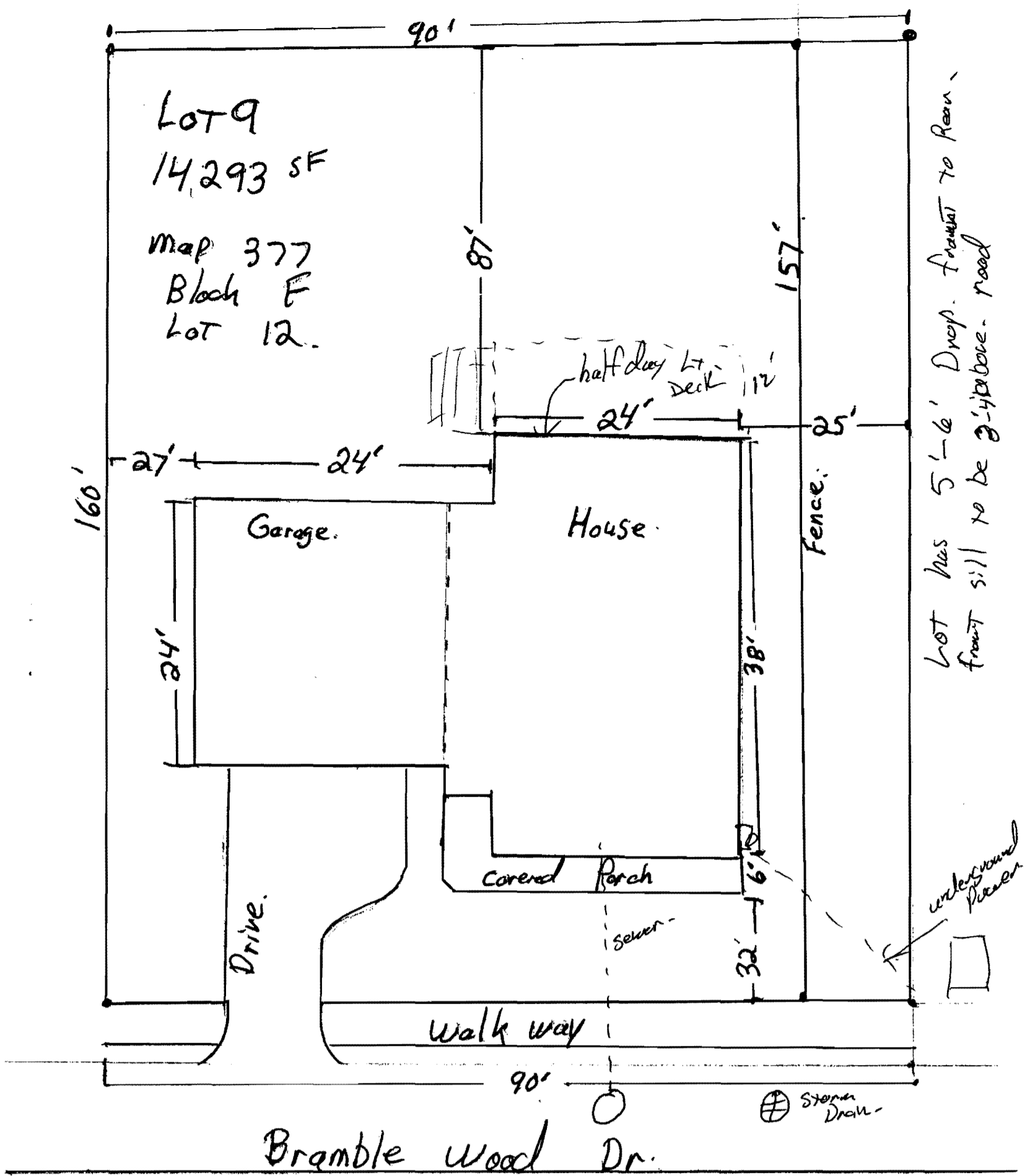
P. Samuel Hoffses, Building Inspector 

cc: ~~LT McDougall, PFD~~
Marge Schmuckal, Zoning Administrator

Chart Map 377
Block F
Lot 12.



16-5
25-F



Applicant: Chase Custom Homes Date: 9/16/98
Address: 70-74 Bramblewood Dr. C.B.L. 377-F-12
(Lot #9)

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - New 1-family dwelling 38x24 with breezeway and attached garage 24x24

Sewage Disposal - City

Lot Street Frontage - 50' req - 90' shown

Front Yard - 25' req - 32' shown

Rear Yard - 25' req - 75' shown

Side Yard - 14' req - 25' ? 27' shown

Projections - front covered porch - rear deck - shows fence

Width of Lot - 80' req - 90' shown

RELATE req.

Height - 2 story shown

Lot Area - 10,000[#] req 14,293[#] shown

Lot Coverage/ Impervious Surface - 20% or 2858.6[#]

Area per Family - 10,000[#] req

Off-street Parking - 2 req - 2 shown

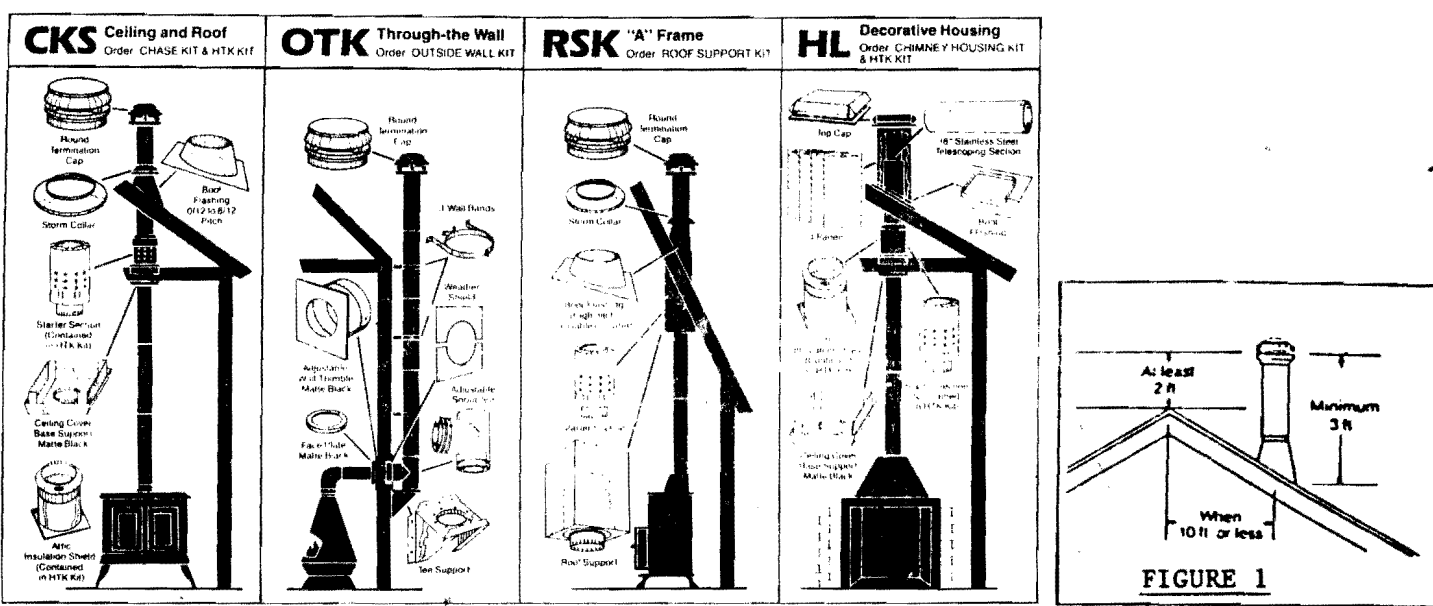
Loading Bays - n/a

Site Plan - minor/min

Shoreland Zoning/ Stream Protection - n/a

Flood Plains - Zone C

38x24 = 912
24x24 = 576
5x38 = 190
12x24 = 288
6x24 = 144
1966[#]
144
2110



READ ALL OF THESE INSTRUCTIONS CAREFULLY AND FOLLOW THEM EXACTLY!

These instructions are for model 6S and 8S chimneys used for 1,000°F for continuous burn and up to 1400°F for periods up to one hour and 2100°F for periods up to 10 minutes.

This chimney is suitable for use with appliances burning gas, oil, coal (NOTE: Certain types of coal have a high sulfur content, which causes corrosion of stainless steel. Therefore this type of coal is not recommended for use with factory built chimneys.) or wood such as cooking ranges, heating or fireplace stoves, central furnaces, floor furnaces, hot water and steam heating boilers, recessed or unit heaters, water heaters, domestic type incinerators, bakery ovens, and for industrial type low heat appliances (NFPA -Table 9 - IP). (These chimneys shall be installed in accordance with local building codes or as recommended by NFPA No. 211 and 54.) Chimneys installed without the use of the starter section (6SS, 8SS) are listed to UL 103 (1700° only), and may be connected to residential and building heating appliances which are gas or oil fired ONLY, as specified in Note 3 to Table 1-2(a) of NFPA 211. **CONTACT LOCAL BUILDING OR FIRE OFFICIALS ABOUT RESTRICTIONS AND INSTALLATION INSPECTIONS IN YOUR AREA.**

The chimneys can be installed in single or multi-story buildings with maximum permissible overall height from support to top of housing of 50'.

A minimum clearance of 2 inches of air space to combustible materials, building insulation, enclosure walls, and roof must be maintained. Do not place any insulation material in clearance spaces around pipe. Clearances at floor joists, and ceilings are established by the installation of the factory furnished base supports and firestop shields and may be less than 2". The flue gas exits must be a minimum of 3' above the roof and not less than 2' above any projection within 10'.

A MAJOR CAUSE OF CHIMNEY RELATED FIRES IS FAILURE TO MAINTAIN REQUIRED CLEARANCE (AIR SPACES) TO COMBUSTIBLE MATERIALS, IT IS OF UTMOST IMPORTANCE THAT THIS CHIMNEY BE INSTALLED ONLY IN ACCORDANCE WITH THESE INSTRUCTIONS.

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

19980117
I. D. Number

John F. Chase
Applicant
1 Percy Hawkes Rd, Windham, ME 04062
Applicant's Mailing Address
Brent Cyr
Consultant/Agent
934-7804 800-639-7707
Applicant or Agent Daytime Telephone, Fax

9/3/98
Application Date
Bramblewood Dr L#9
Project Name/Description
Bramblewood Dr
Address of Proposed Site
377-F-012
Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

Planning Conditions of Approval

Inspections Conditions of Approval

1. Separate permits shall be required for future decks, sheds, pool, and/or garage.
2. There is a fence shown on plans. Fences within 25' of the street line shall not be higher than four feet.

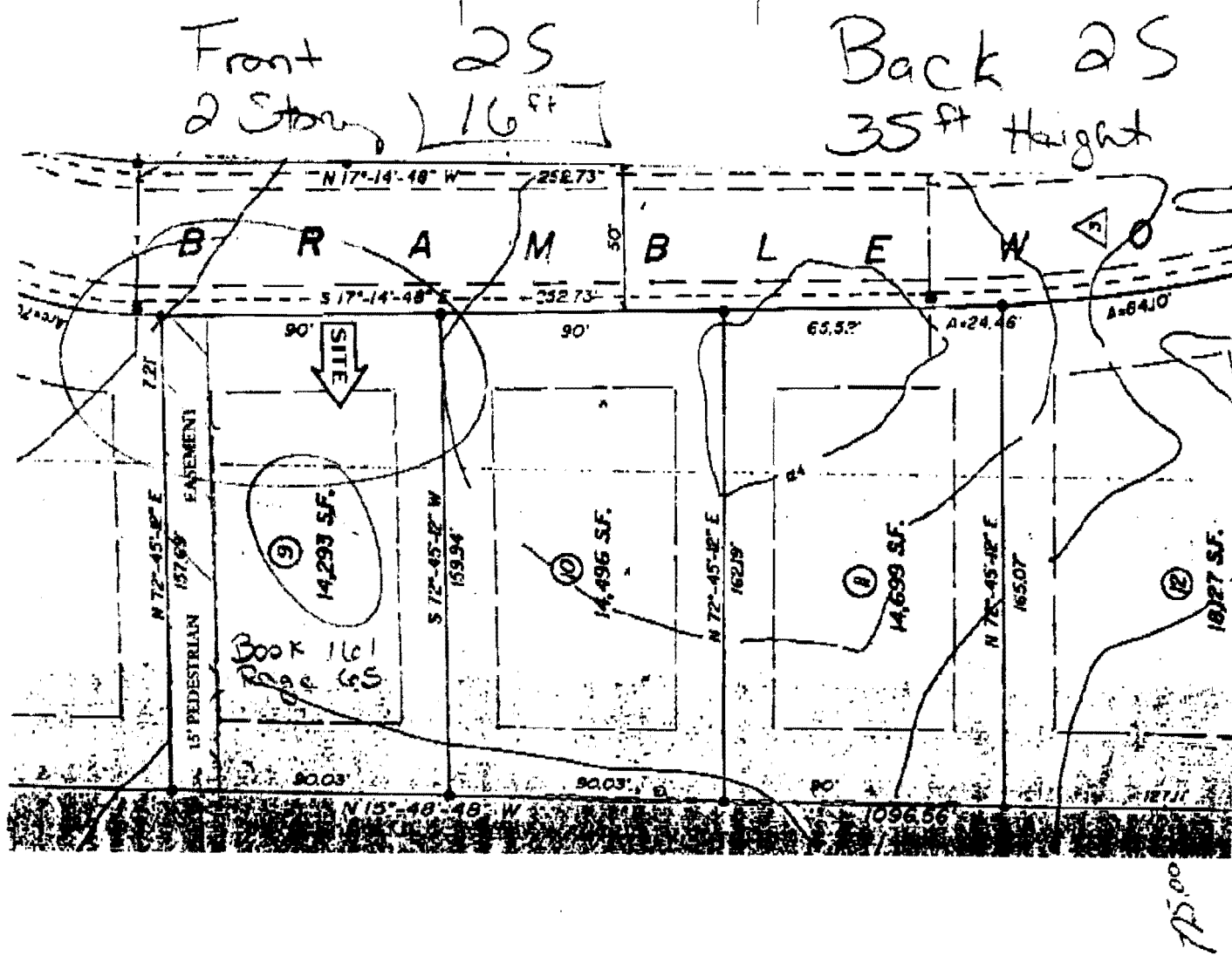
Fire Conditions of Approval

Kevin ~~Sonia~~ Brooks
 Greater Portland Realty
 400 Allen Ave. Northgate Plaza Portland, Maine 04103
 797-7777

NEW LISTING!
 Prime North Deering Building Lot
 \$ 48,000.00

| | | | |
|------------|----------------------------|---------|--------|
| Land Area: | 14,293 SF | Zoning: | R-2 |
| Frontage: | 90'-0" | Sewer: | Public |
| Tax Map: | Map 377 / Block F / Lot 12 | Water: | Public |

For further details:
 Contact: Willie Audet, Jr.



CONSTRUCTION AGREEMENT

AGREEMENT made this 17th day of August, 1998, by and between Chase Custom Homes & Finance, Inc., a Maine corporation, with a principal place of business at 1 Percy Hawkes Rd. Windham, Maine, 04092, (hereinafter referred to as "Builder") and Kay, J F Brooks, Donia M. Brooks of 50 Portland, Maine (hereinafter collectively referred to "Owner").

WHEREAS, Owners are the owners of a certain parcel of land known as Lot 9 #7a Bramblewood Dr. Portland Maine, and desire to have a home constructed thereon,

WHEREAS, Builder desires to perform such construction and related services on certain terms and conditions.

NOW THEREFORE, the parties hereby agree as follows:

1. CONSTRUCTION: Builder shall, according to the terms and conditions hereof, provide the construction labor, services and materials set forth in attached Exhibit A. The parties acknowledge that Builder shall provide comprehensive services for the entire project, except the following, which shall be the sole responsibility of Owner:

- A. Builders Permit By C.C.H.F.I.
- B. Material for painting and staining By C.C.H.F.I.
- C. Final landscaping Loam + Seed

2. PRICE AND PAYMENT: Payment to Builder shall be in the amount of \$ and the balance shall be paid after the payment of a \$ Deed deposit. Peoples Heritage Bank 1st Position

3. SERVICES PROVIDED: All services, labor and materials provided by Builder shall meet or exceed all building and zoning standards and requirements. Owners shall secure all licenses and permits required.

4. BUILDERS INSURANCE: Builder shall secure, and provide to Owner proof of, insurance for Builder's risk, liability and workers compensation in amounts sufficient and appropriate for this project. Builder hereby indemnifies and holds harmless Owner for any damage, liability or expenses, including reasonable attorneys fees, with respect to real or claimed damage to anyone or anything in connection with the undertakings and duties of Builder as set forth herein.

5. OWNER'S SUBCONTRACTORS: By mutual agreement, the Owner may let other contractors become involved in connection with the work, and the Builder shall cooperate with any such other contractors. These other contractors shall perform their work or service under direction of General Builder so as not to delay or

8/17/98 KFB
SFC
SMB

impede construction. Further, by mutual agreement, the Owner may purchase directly portions of the materials specified herein.

6. LIEN WAIVERS: Builder shall deliver lien waivers to Owner for all subcontractors and all materialmen. Builder shall deliver to Owner lien waivers by Builder prior to any payments by Owner under the terms hereof.

7. CONDITION OF THE PREMISES: Builder shall keep the building and lot free from accumulation of waste material and rubbish and at the completion of the work he shall remove all rubbish from and about the building and all his tools, scaffolding and surplus materials, and shall leave the entire work "broom clean".

8. OWNER'S INSURANCE: The Owner agrees that during the construction of the house he will maintain at his expense full fire insurance in an amount to satisfy any needs that may arise, which insurance will run for the benefit of both parties to this contract, and in the event of total or substantial destruction of the house when partly completed, then the parties agree that upon the collection of the insurance the same shall be paid to the Builder, who agrees to start reconstruction promptly, consistent with its other work in process, and thereafter proceed expeditiously, all in accordance with the foregoing agreement, drawings and specifications.

9. WORK DATES: The Builder shall initiate on site construction within a reasonable time after receiving a \$ deposit and after being notified by the Owner that Owner's financing as set forth in paragraph 16 is in place. The construction shall be substantially completed within Sixty (60) days of initiation of on site construction by the SELLER. Said agreement as to completion is contingent upon strikes, accidents, weather conditions, delays caused by work change orders or delays beyond the control of the SELLER. The parties shall state in writing subsequent hereto the date on sit construction is initiated.

10. DESCRIPTION OF THE WORK: The work to be performed by the Builder under this contract concerns the construction of a as follows:

- (a) Procuring building permits (cost of building permits to be paid for by Owner);
- (b) Excavation, foundation and site work as specified in Exhibit "A" - specifications attached hereto and made a part hereof;
- (c) All building materials supplied with allowances as specified in Exhibit "A" - specifications attached hereto and made a part hereof;
- (d) All labor for foundation, excavation, carpentry, plumbing and heating, electrical, masonry, drywall, insulation, roofing, flooring and miscellaneous work as needed.

KAB
8/17/98
SMB

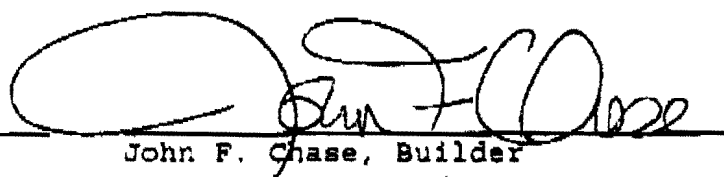
and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. Specifically, and without limiting any other remedies, Builder warrants its workmanship, materials and construction for a minimum of One year from the date of completion.

14. CHANGE ORDERS. Any alteration or deviation from the construction specifications contained herein or attached hereto that involve the revisions of the contract price will be executed only upon the parties entering into a written change order. The change order shall operate as an amendment to this contract. Each change order must be in writing and becomes a part of and shall be in conformance with this contract unless otherwise stated in the change order. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated. The change order must detail all changes to the original contract that resulted in revision of the sales price. The previous contract sales price must be stated and the revised price shall also be stated. Both parties must sign the change order.


15. ENERGY STANDARDS. Builder and Owner acknowledge that 10 M.R.S.A. § 1411 et. seq. establishes minimum energy efficiency standards for residential construction. Both parties acknowledge that the building to be constructed hereunder () does meet or exceed such standards; or () does not meet or exceed such standards.

16. MORTGAGE CONTINGENCY CLAUSE. In order to help finance the acquisition of said premises, the Owner shall, within 7 days from the effective date of this agreement, apply for a conventional bank or other institutional mortgage loan of _____ payable in no less than _____ years at an interest rate not to exceed _____ (%) per annum.

Witness:

 8/17/98
John F. Chase, Builder


Kevin F. Brooks, Owner


Donald F. Brooks, Owner

7. 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 contract 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 checked="" type="checkbox"/> | Within _____ days | f. Asbestos Air Quality | | <input checked="" type="checkbox"/> | Within _____ days |
| b. Sewage Disposal | | <input checked="" type="checkbox"/> | Within _____ days | g. Lead Paint | | <input checked="" type="checkbox"/> | Within _____ days |
| c. Water Quality | | <input checked="" type="checkbox"/> | Within _____ days | h. Pests | | <input checked="" type="checkbox"/> | Within _____ days |
| d. Water Quantity | | <input checked="" type="checkbox"/> | Within _____ days | i. Radon Air Quality | | <input checked="" type="checkbox"/> | Within _____ days |
| e. Radon Water Quality | | <input checked="" type="checkbox"/> | Within _____ days | j. _____ | | <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 may declare the contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. 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.

8. FINANCING: This contract is subject to Buyer obtaining an approved BB LAND mortgage of 80 % of the purchase price, at an interest rate not to exceed 8.25 % and amortized over a period of 30 years.

- a. This contract is subject to a written statement from the lender, within SEVEN (7) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to final loan approval within 25 days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

The Willie Audet, Jr. of GREATER PORTLAND REALTY Agency represents SELLER.
 Listing Agent

The Willie Audet, Jr. of GREATER PORTLAND REALTY Agency represents SELLER.
 Selling Agent

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

10. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property 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 the transaction.

11. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this contract 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 contract and return to Buyer of the earnest money. The escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

13. HEIRS/ASSIGNS: This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

14. 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.

Page 2 of 3 Buyer's Initials WFA Seller's Initials WFA

15. ADDENDA: _____ Yes (If Yes, include number of addenda on line); XX No

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

18. OTHER CONDITIONS:

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, 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.

| | |
|----------------------------------|---|
| <u>Karen Beecher</u> BUYER | <u>005-64-8875</u> SS# OR TAXPAYER ID# |
| <u>Shirley M Brooks</u> BUYER | <u>006-68-1646</u> SS# OR TAXPAYER ID# |

Buyer's Mailing address is 497 Westbrock St # 344D S. Portland, ME 04106

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. If the earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this 11TH day of MAY
 19 98
[Signature]
 SELLER 005-64-9551
 SS# OR TAXPAYER ID#

SELLER _____ SS# OR TAXPAYER ID# _____

Seller's Mailing address is 59 BRAMBROOD DRIVE

Offer reviewed and refused on: _____ 19 _____
SELLER _____
SELLER _____

EXTENSION

The time for the performance of this contract is extended until _____ DATE _____

| BUYER | DATE | SELLER | DATE |
|-------|------|--------|------|
| | | | |

| BUYER | DATE | SELLER | DATE |
|-------|------|--------|------|
| | | | |

Maine Association of REALTORS®/1997
All Rights Reserved





Certificate of Occupancy

LOCATION 72 Bramblewood Dr (Lot #9) 377-F-012
Date of Issue 07 January 1999

Issued to John F. Chase

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 981070, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy of use, limited or otherwise, as indicated below.

LOCATION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Single Family Dwelling - No Deck w/attached Garage

Limiting Conditions: TEMPORARY _ EXPIRES 15 June 1999

1. Final electrical inspection to occur on 08 Jan 1999.
2. See attached memo dated 04 Jan '99 from Jim Wendel listing condition of approval.

This cert
certificat
Approved
(Date)

[Handwritten signatures]

This certificate identifies legal use of building or premises, and length of time permitted hereunder to correct when property changes hands. Copy will be retained in record or made for use of other.