

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

BUILDING CONSTRUCTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 050217
APR 15 2005
CITY OF PORTLAND

This is to certify that Milliken Janet A & /Donatella Builders
has permission to Build new Single Family Home 2815 sq ft home w/ car garage
AT 7 Alice Ct 386A B013001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine 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 written permission procured before this building or part thereof is laid or closed-in. HEAVY 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]
4/14/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

Permit No: 05-0217	Issued Date: PERMIT APR 15 2005	386A B013001
Owner Address: 1851 Washington Ave		Phone:
Contractor Address: P.O. Box 684 Portland		Phone: 207.222.7220
Permit Type: Single Family		Zone: R-2

Location of Construction: 7 Alice Ct	Owner Name: Milliken Janet A &
Business Name:	Contractor Name: Donatello Builders Inc./Larry
Lessee/Buyer's Name	Phone:

Permit Fee: \$2,946.00	Cost of Work: \$325,000.00	CEO District: 5
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Past Use: Vacant Land	Proposed Use: Build new Single Family Home/ 28 15 sq ft home w/ 2 car garage
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FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: <i>R-3</i> Type: <i>SE</i> <i>TRC 2003</i>
Signature:	Signature:

Proposed Project Description:
Build new Single Family Home/ 2815 sq ft home w/ 2 car garage

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 03/03/2005
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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..

Special Zone or Reviews

Shoreland *N/A*

Wetland

Flood Zone *PANEL 2 Zone X*

Subdivision

Site Plan
2005-0037

Maj Minor MM

OK with condit
Date: *4/5/05*

Zoning Appeal

Variance

Miscellaneous

Conditional Use

Interpretation

Approved

Denied
S

Date: _____

Historic Preservation

Not in District or Landmark

Does Not Require Review

Requires Review

Approved

Approved w/Conditions

Denied

Date: *S*

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: 05-0217	Date Applied For: 03/03/2005	CBL: 386A B013001
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Location of Construction: 7 Alice Ct	Owner Name: Milliken Janet A &	Owner Address: 1851 Washington Ave	Phone:
Business Name:	Contractor Name: Donatello Builders Inc./Larry	Contractor Address: P.O. Box 684 Portland	Phone (207) 232-7220
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	
Proposed Use: Build new Single Family Home/ 2815 sq ft home w/ 2 car garage		Proposed Project Description: Build new Single Family Home/ 2815 sq ft home w/ 2 car garage	



- 1) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 2) A copy of the enclosed chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 3) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 4) Separate permits are required for any electrical, plumbing, or heating.
- 5) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 04/12/2005
Note: **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 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) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.
- 5) Your new street address is now #9 ALICE COURT, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 6) 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: 7 Alice Ct	Owner Name: Milliken Janet A &	Owner Address: 1851 Washington Ave	Phone:
Business Name:	Contractor Name: Donatello Builders Inc./Larry	Contractor Address: P.O. Box 684 Portland	Phone (207) 232-7220
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Dept: Planning

Status: Approved

Reviewer: Jay Reynolds

Approval Date: 04/12/2005

Note:

Ok to Issue:

Comments:

4/7/05-trmm: HOLD - need DRC sign off - plans missing most required info - faxed copy of review sheets to builder and called him.

4/8/05-trmm: spoke w/Janet Milliken - went over items

7 Alice Crt

#05-0217

386A-B-13

Fax - 797-5815

Larry

232-7220

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1) _____		
Component	Plan Reviewer	Inspection/Date/Findings
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	7'-10" / 4'-0" - OK 10" x 20"	
① Foundation Drainage Damp proofing (Section R405 & R406)	Not labeled	✓ label tar need filter fabric - 2/7
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
② Anchor Bolts/Straps (Section R403.1.6)	NOT shown - size - spacing	OK 3/7
Lally Column Type (Section R407)		
③ Girder & Header Spans (Table R 502.5(2))	NOT shown	
Built-up Wood Center Girder Dimension/Type	" "	6" x 12" LVL - OK
Sill/Band Joist Type & Dimensions	2x6 PT	
④ First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	NOT shown	7/7 > OK
⑤ Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	" "	7/7 > OK

⑩	Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	Trusses	
	Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	Trusses no info	} Need roof framing plan 2x8's shown
⑪	Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	9/8" Roof - 3/4" shown of floor - Wall OK	OK
⑫	Fastener Schedule (Table R602.3(1) & (2))	NOT shown ✓	
	Private Garage (Section R309) Living Space? (Above or beside)	5/8" walls + ceiling	
	Fire separation (Section R309.2)	Shows fire door	
⑬	Opening Protection (Section R309.1)	Shows - some - Egress?	OK (4/7)
	Emergency Escape and Rescue Openings (Section R310)	Shows - some - Egress?	OK (4/7)
	Roof Covering (Chapter 9)	Asphalt shingles	
⑭	Safety Glazing (Section R308)	need in side lights / Windows near doors in surround /	3/7 OK
⑮	Attic Access (Section R807)	Not shown	Need 22" x 30" ✓
⑯	Chimney Clearances/Fire blocking (Chapter 10)	Not shown	OK (2/7)

13	Header Schedule (Section R502.5(1) & (2))	NOT shown	
14	Type of Heating System	NOT SA&--	OK (2/1)
	Means of Egress (Sec R311 & R312)		
	Basement 1		
	Number of Stairways 2		
	Interior 2		
	Exterior 0		
	Treads and Risers (Section R311.5.3) Not shown	9" Tread shown	OK changed
15	Width (Section R311.5.1) Not shown	3'-6 shown - OK	
16	Headroom (Section R311.5.2) Not shown	OK	
17	Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3) Not shown	OK	
18	Smoke Detectors (Section R313)	Not shown	OK
	Location and type/Interconnected		
	Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A	
	Deck Construction (Section R502.2.1)	N/A	

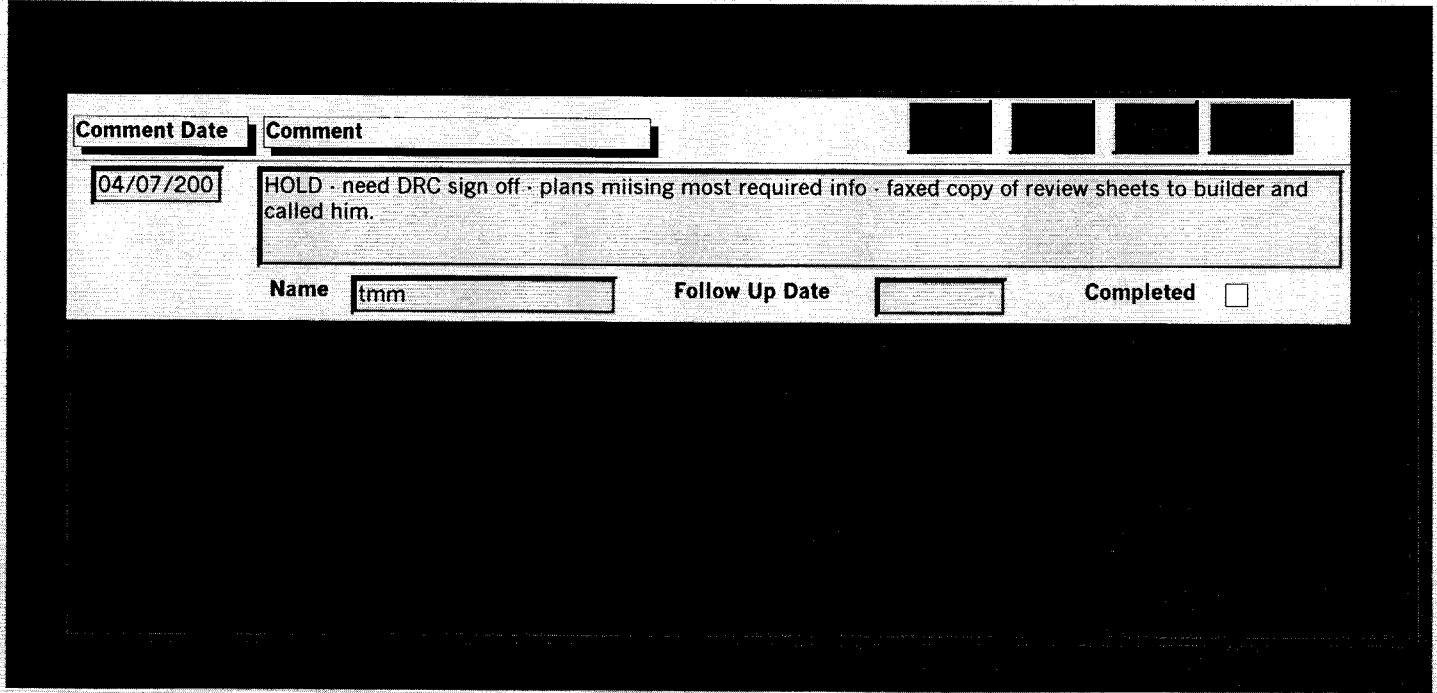
See Chimney Summary Checklist

19 Insulation values of walls / roofs / floors / U-Value of windows.
 0.31 U-value
 3.1 R-value
 R-19 walls
 R-30 Roof



Prmt **Text93** 46754 Constr Type **New** Num1 50217

Permit Nbr 05-0217 Location of Construction 7 Alice Ct Appl. Date 03/03/2005
Status Hold Permit Type Single Family Issue Date
CBL 386A B013001 District Nbr 5 Estimated Cost \$325,000.00 Date Closed



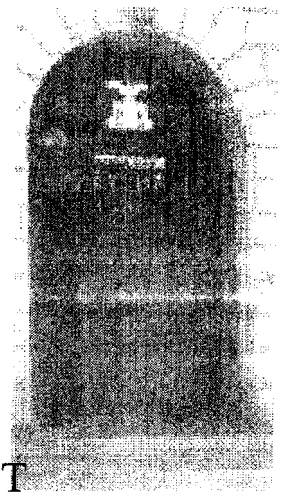
Comment Date	Comment				
04/07/2005	HOLD - need DRC sign off - plans miising most required info - faxed copy of review sheets to builder and called him.				
	Name tmm	Follow Up Date		Completed	<input type="checkbox"/>

CreatedBy Idobson CreateDate 03/03/2005 ModBy tmm ModDate 04/07/2005

City of Portland INSPECTION SERVICES

Room 315
389 Congress Street
Portland, Maine 04101

Telephone: 207-874-8703 or 207-874-8693
Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

TO: <u>Larry</u>	FROM: <u>T. Munson</u>
FAX NUMBER: <u>797-5815</u>	NUMBER OF PAGES, WITH COVER: <u>4</u>
TELEPHONE: <u>232-7220</u>	RE: <u>7 Alice Court</u>
DATE: <u>4/7/05</u>	

Comments:

Residential 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: 7 Alice Court Portland, Me		Total Square Footage of Proposed Structure: 2815 sq ft	Owner: Robert & Janet Milliken	Tax Assessor's Chart, Block & Lot: Chart# 87 Block# 386A Lot# 13B	Lessee/Buyer's Name (If Applicable): N/A
Square Footage of Lot: 29,659		Proposed Specific use: Single Family dwelling	Current Specific use: Vacant lot	Project description: Building a 2 story dwelling w/ 2 car garage. residential use.	Applicant name, address & telephone: Robert & Janet Milliken, 368 Pine Pt Rd, Scarborough, Me 8833656
Telephone: 8833656	Cost of Work: \$ 325,000.00	Fee: \$	Applicant name, address & telephone: Robert & Janet Milliken, 368 Pine Pt Rd, Scarborough, Me 8833656		

Dock 13769
BK 20917

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: Janet A. Milliken Date: 2/10/05

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.

Builder
LARRY CELL
332-7320
Donatello Builders Inc.
P.O. Box 684 Portland, Me
Robert & Janet Milliken or
Donatello Builders
Phone: 8833656



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Lee Urban-Director of Planning and Development
Marge Schmuckal, Zoning Administrator

March 8, 2005

Robert & Janet Milliken
368 Pine Point Road
Scarborough, ME 04074

received revised
plans on 4/1/05

RE: 7 Alice Court (lot #13B) – 386A-B-013 – R-2 Zone – application #05-0217

Dear Mr. & Mrs. Milliken:

I am in receipt of your permit application at 7 Alice Court. Your permit is denied because it is not meeting the Land Use Zoning requirements.

Section 14-80(d)3 of the **Zoning** ordinance requires a **minimum** of fourteen (14) feet from the property line to a two story building. I **am** scaling **only** twelve (12) feet from the property line to the **left** side of the building.

Section 14-80(f) requires a **minimum** lot width of eighty (80) feet. I **am** scaling sixty-five (65) feet through the narrowest part of the lot where the principal structure is placed. Lot width is defined **as** the distance parallel to the front of the building measured between side lot lines through that part of the **principal** building where the lot is narrowest.

Your permit is on hold until you submit revised plans. Your permit application cannot be reviewed for building codes until such time zoning thresholds have been met.

If you have **any** questions regarding this matter, please call this office.

Very truly yours,

Marge Schmuckal
Zoning Administrator

Cc: Larry with Donatello Builders Inc., PO **Box** 684, Portland, ME
Jay Reynolds, Planning
file

Light manufacturing use: The fully enclosed assembly or fabrication of materials but excluding basic processes such as smelting, refining, distilling, forging, brewing, and similar processes involving converting raw materials to a finished or semifinished product.

Lodging house: A house, building or portion thereof containing **two** (2) or more rooming units and providing such units, with or without meals, to individuals on not less than a weekly or monthly basis for compensation. A lodging house, except for lodging houses located in the IR-2, IR-3 and I-E zones, shall contain common areas for use by **all** residents, including a kitchen. A kitchen need not be available as part of the common areas where **all** meals are provided on a daily basis.

Long term or extended care facility: An institution or a distinct part of an institution that is licensed or approved to provide full-time convalescent or chronic care, or health care under medical supervision for twenty-four (**24**) or more consecutive hours, to nine (**9**) or more individuals who, by reason of advanced age, illness, or infirmity are unable to care for themselves, and who are not related to the governing authority by marriage, blood, or adoption.

Lot: Except when reference is made herein to a lot of record, a lot is a single tract of land located within a single block which at the time of filing for a building permit or certificate of occupancy is designated by its owner or developer as a tract to be used, developed, or built upon as a unit under single ownership or control.

Lot area: The area of land enclosed within the boundary lines of a lot.

Lot width: The distance parallel to the front of the building measured ~~between~~ side Lot **lines** through that part of the principal building where the lot is narrowest.

Low impact industrial uses: Industrial activity involving the manufacturing, packaging, assembly, or distribution of finished products from previously prepared material, including but not limited to the following: bakeries, breweries, bottling, printing and publishing, pharmaceuticals, machine **shops**, precision

Applicant: Donatello Bldg INC Date: 3/8/05

Address: 7 Alice Ct (lot 13B)

C-B-L: 386A-B-013

CHECK-LIST AGAINST ZONING ORDINANCE

Application # 05-0217

Date - New Development

Zone Location - R-2

revised plans received 4/1/05

Interior or corner lot -

Proposed Use/Work - to construct new single family with attached 2 car garage

Sewage Disposal - City

Lot Street Frontage - 50' min - 89.87' shown

Front Yard - 25' min - 25' exactly scaled ^{26.5' scaling on 4/1/05 revised}

Rear Yard - 25' min - ~~40~~ 36' per revised 4/1/05 plans ^{of 4/1/05}

Side Yard - 14' min - 12' & 14' scaled ^{Doesn't meet}

Projections - 2 story rear sun room - Dining Room & Screened in porch on foundation ^{left side Bulkh}

Width of Lot - 80' min - Sun Room & Dining Room & Screened in porch ^{Doesn't meet}

Height - 35' MAX - ~~30.8~~ to the 1/2 way up the eaves

Lot Area - 10,000 sq ft min - 29,659 sq ft given

Lot Coverage/Impervious Surface - 20% max or 5931.8 sq ft MAX

Area per Family - 10,000 sq ft

Off-street Parking - 2 req - 2 car garage shown

Loading Bays - N/A

Site Plan - # 2005-0037 minor/minor

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 2 - Zone X

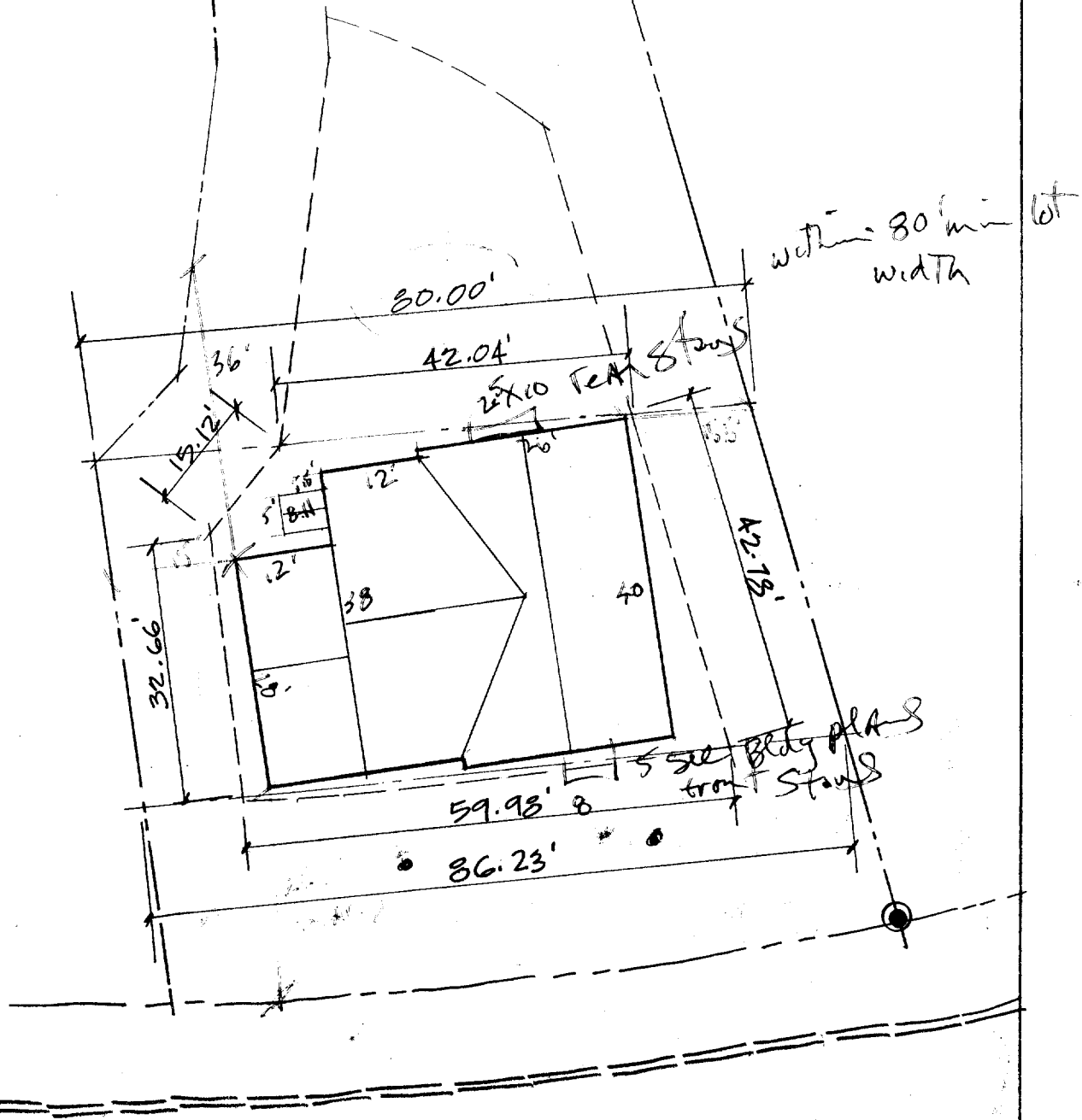
No Daylight Basement

$26 \times 40 = 1040$
 $12 \times 38 = 456$
 $12 \times 28 = 336$
 $5 \times 5.66 = 28.3$
 $5 \times 8 = 40$
 $2.5 \times 10 = 25$
 1925.3
 $24' \times 60' = 1440$
 $27 \times 33.5' = 904.5$
 $6.5' \times 7.5' = 48.75$
 $14 \times 35 = 490$
2883.259

Milliken

Alice Court
permit # 05-021
site plan # 2005-0037

LOT 13B



DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME

APR - 1 2005

RECEIVED

BUILDING ENVELOPE

AUBURN PINES
PORTLAND, MAINE

SCALE: 1" = 20'-0"

• trees

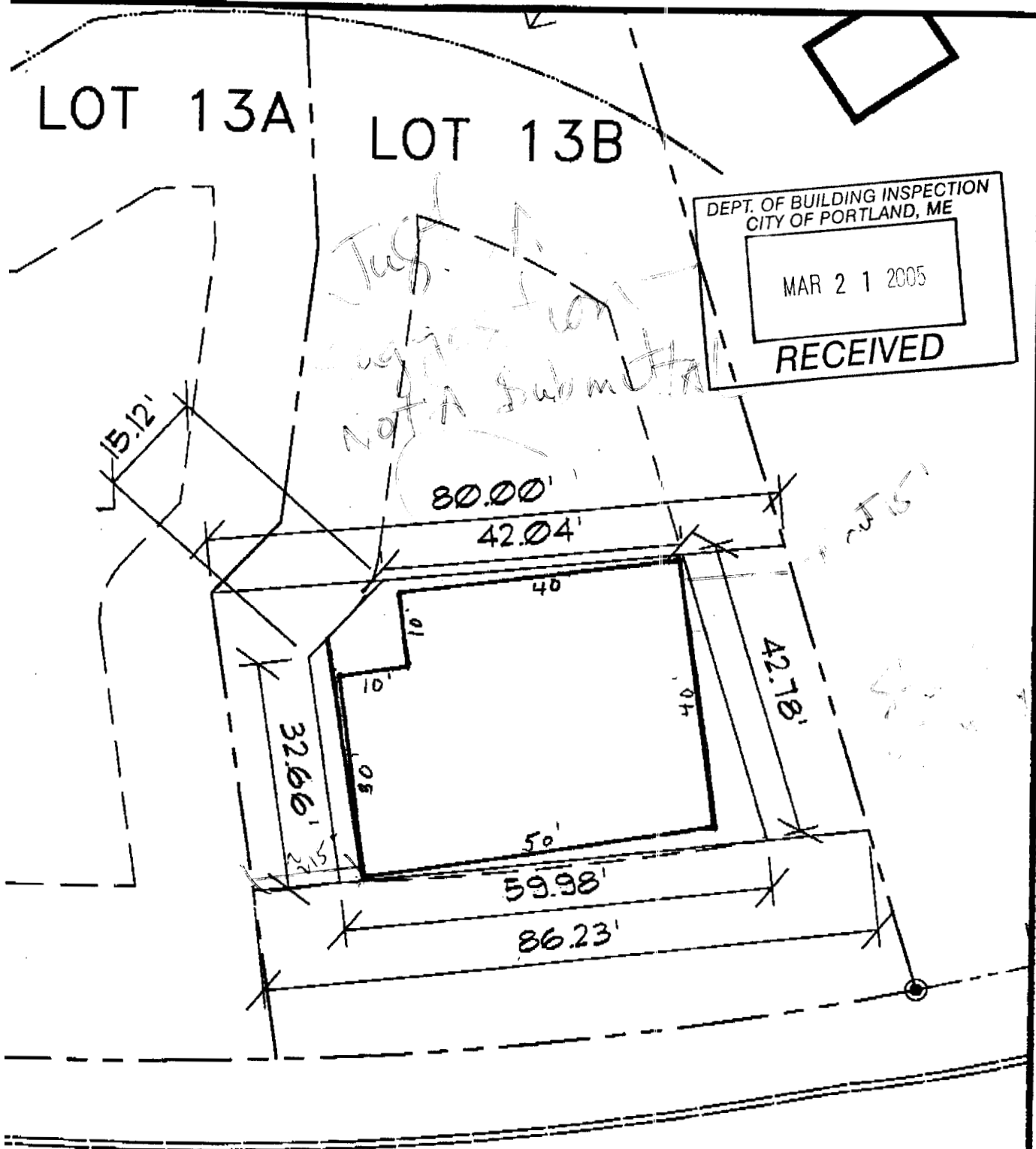
used for zoning
most recent

LOT 13A

LOT 13B

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
MAR 21 2005
RECEIVED

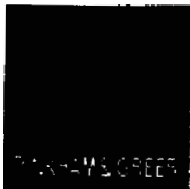
*Just from
207A Submittal*



BUILDING ENVELOPE

AUBURN PINES
PORTLAND, MAINE

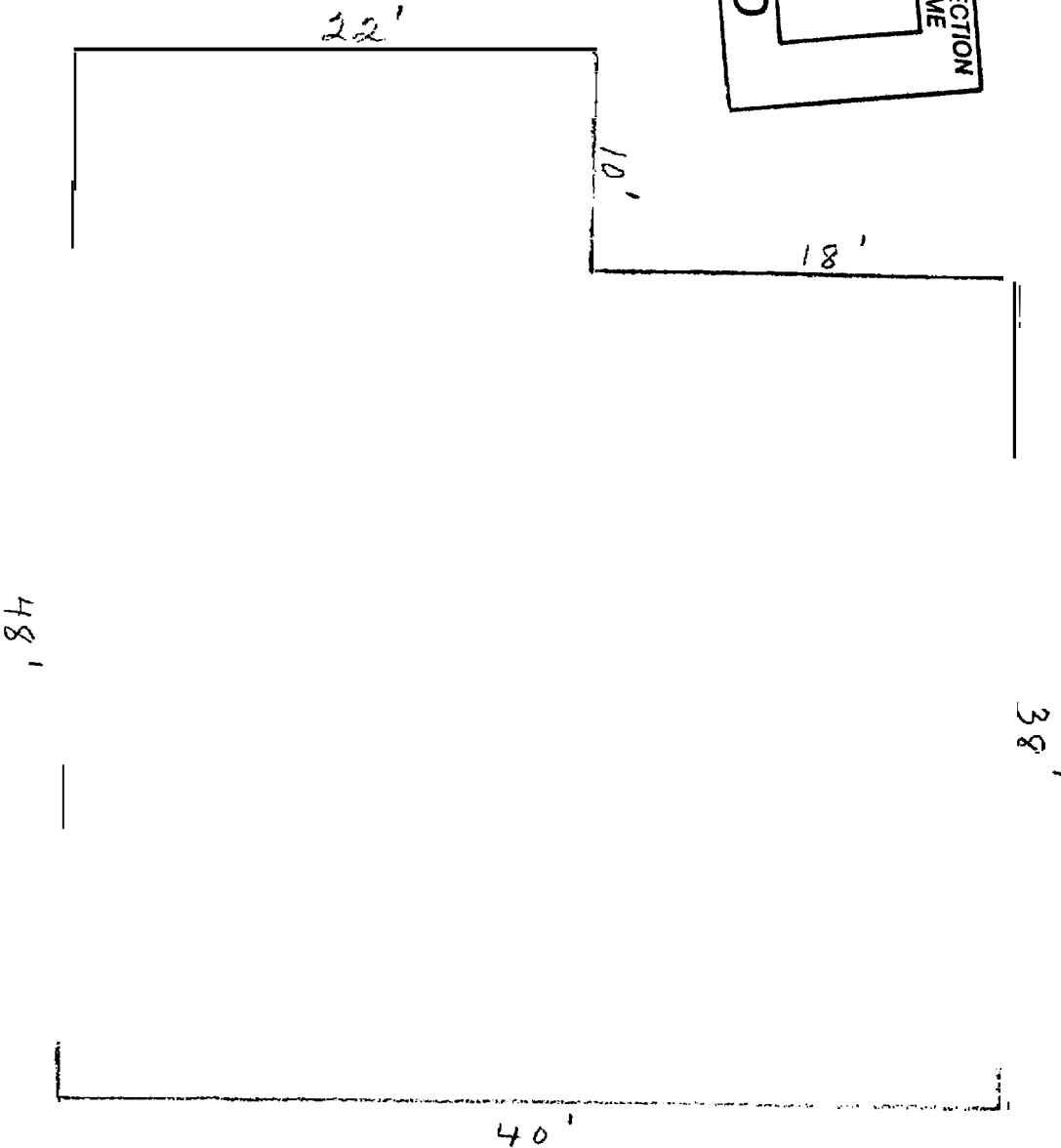
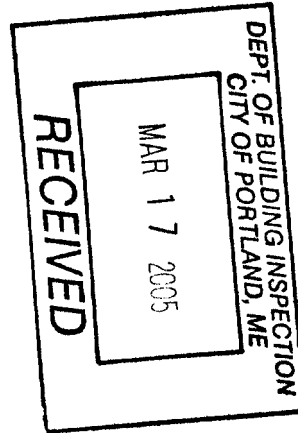
SCALE: 1"=20'
DATE: MAY 12, 2004
DESG BY TSG
PROJECT: 03130



CONSULTING ENGINEERS, INC.
FALMOUTH, MAINE

18 = 1 ft.

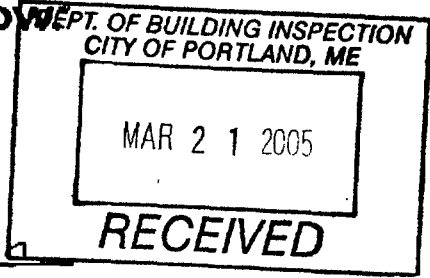
Att: Manager
Judy M. Liken 803-3654
7 Alice St.
Plot review



How is this mentioned in 109 or in permit since in

Office DEPOT.

What you need. What you need to know.



Fax Transmission PLEASE PRINT

TO: Marge

FROM: milliken

FAX NUMBER: 874-8716

SENDER'S PHONE #: 8533656

DATE: 3/20/05

OF PAGES: 2

Customer's Notes: Please review plot plan and let me know. Thank you Janet.

Receiver: If you have any difficulties with this transmission, please contact the sender at the phone number listed above.

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SENDER AGREES NOT TO USE THIS FAX TO: (I) TRANSMIT MATERIAL WHOSE TRANSMISSION IS UNLAWFUL, HARASSING, LIBELOUS, ABUSIVE, THREATENING, HARMFUL, VULGAR, OBSCENE, PORNOGRAPHIC OR OTHERWISE OBJECTIONABLE; (II) CREATE A FALSE IDENTITY, OR OTHERWISE ATTEMPT TO MISLEAD OTHERS AS TO THE IDENTITY OF THE SENDER OR THE ORIGIN OF THIS FAX; (III) POST OR TRANSMIT ANY MATERIAL THAT MAY INFRINGE THE COPYRIGHT, TRADE SECRET, OR OTHER RIGHTS OF ANY THIRD PARTY; (IV) VIOLATE ANY FEDERAL, STATE OR LOCAL LAW IN THE LOCATION, OR (V) CONDUCT ACTIVITIES RELATED TO GAMBLING, SWEEPSTAKES, RAFFLES, LOTTERIES, CONTESTS, PONZI SCHEMES OR THE LIKE.

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X Janet Milliken
(CUSTOMER'S SIGNATURE)

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 301 MAINE MALL ROAD
 SOUTH PORTLAND, ME 04106
 PHONE: 207-773-1499
 FAX: 207-773-1372

Thank you for using Office Depot's Customer FAX Service

PURCHASE AND SALE AGREEMENT - LAND ONLY

September 14, 2004

<u>9-15-04</u>	Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.	

1. PARTIES: This Agreement is made between Janet A. Milliken, Robert G. Milliken (hereinafter called "Buyer") and Chase - top Homes and Finance, Inc. (hereinafter called "Seller").

2. DESCRIPTION: Subject to the urns arid conditions hereinafter set forth, Seller agrees to sell and Buyer a p e s to buy (all part of ; If "part of" see paragraph 22 fur explanation) the property situated in municipality of Portland County of Cumberland , State of Maine, located at 7 Alice Court and describd in deed(s) recorded at said County's Registry of Deeds Book(s) 20917 , page(s) 086

3. CONSIDERATION: For such Deed and conveyance Bnyar is tu pa; the sum of..... PRICE \$ 130,000.00 of which..... DEPOSIT \$ 1,000.00 is included herewith as an earnest money deposit, and an additional amount of..... DEPOSIT \$ will be paid..... BALANCE DUE \$ 124,000.00
 The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. 129,000.00

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

4. EARNEST MONEY/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 15, 2004 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be affective upon communication, verbally (or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 15, 2004 (closing date) or before, if a p e d 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.

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

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

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) none . Real estate taxes shall be prorated as of the date of closing (basad 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 fur the preceding year with a reapportionment as soon as the new tax rare and valuation can be ascertained, which laxer provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

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

From:

09/15/2004 12:43 #019 P.003/009

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

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: <u>written confirm. from FWD that water and sewer lines are stubbed on lot</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>5</u>	<u>Seller</u>	_____
7. WATER Purpose: <u>see above</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above:

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

12. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a Conventional loan of 80 % of the purchase price, at an interest rate not to exceed Prime + 1/2 % and amortized over a period of 20 years.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
 - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
 - e. After (b) and (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 loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
 - f. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ — 0 — toward Buyer's pre-pays, points and/or closing costs.
 - g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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

Lesna Barschdorf of Keller Williams Realty is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Kim Watson of Prudential Northeast Prop. is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

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

14. MEDIATION: 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 are subject to release options in license law and the default clause contained herein.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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

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

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

19. ADDENDA: Yes Explain: _____ No

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. 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.

21. 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 entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

Page 3 of 4 - P&S-LO Buyer(s) Initials [Signature] Seller(s) Initials [Signature]

09/15/2004 12:50 #019 P.005/009

From:

22. OTHER CONDITIONS:

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

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

Janet A. Milliken
 BUYER Janet A. Milliken _____ SS# OR TAXPAYER ID# _____
Robert G. Milliken
 BUYER Robert G. Milliken _____ SS# OR TAXPAYER ID# 005-50-9294

Buyer's Mailing address is 1851 Washington Ave. Extension, Portland, ME 04103

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

Seller's Mailing address is 1 Percy Hawkes Rd, Windham, ME 04062
Thomas D. Bentley
 for SELLER Chase Costello, Homes and Finance DATE _____ SS# OR TAXPAYER ID# 010507636

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) _____ A M _____ 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 _____

To whom it may concern:

This is a cover letter as requested. The overall project is to construct a single **family** home on lot 13B on Alice court in Portland. The house consists **of** a **two** story house with an attached two car garage. The size and construction specifics are enclosed. Pinkham and Greer engineering has completed a survey as well as a plot plan with topography as requested. Enclosed you will find some photographs of the lot and markers to assist with the property boundaries. Titcomb **associates** in Falmouth will be pinning the lot to assure the accurate position **of** the foundation. The sub contractors **will** be obtaining their permits **according** to the appropriate codes. Two *trees* will be placed on the lot according to codes. One to the left of the front door and the other **on** the left side of the garage. Both on front lawn area between the house and street. Lawn will be graded and seeded as recommended by **Pinkham** and Greer **Assoc.**

See
Book 15241
Page 199

0059472

BK 1498 PG 172

Exhibit A

DECLARATIONS OF RESTRICTIONS AND COVENANTS

AUBURN PINES

WHEREAS, Neptune Properties, LLC (hereinafter referred to as "Declarant") owns certain lands on Auburn Street in the City of Portland, County of Cumberland, State of Maine which was conveyed to it by deed of Provost, Inc., which deed is recorded in the Cumberland County Registry of Deeds in Book 14817, Page 100 and which the Declarant proposes to develop, improve and sell in accordance with the Plan of Auburn Pines recorded in said Registry of Deeds in Plan Book 199, Page 393, and

WHEREAS, it is desired that certain agreements, covenants and restrictions be imposed upon said lands for the protection of the Declarant and his grantees, their heirs, personal representatives, administrators, successors and assigns; and

NOW THEREFORE, in consideration of the premises, Declarant hereby declares his said lands, conveyed to him as noted above, are and shall be held and conveyed subject to the agreements, restrictions and covenants hereinafter set forth which shall insure to the benefit of and be binding upon the Declarant, his successors and assigns, but which the Declarant shall be under no obligation to enforce:

1. Residential Use. All lots or parcels of land conveyed shall be used solely for single-family residential purposes and the usual and natural uses in connection therewith. No lot or parcel of land within this subdivision shall be further subdivided without approval of the Portland Planning Board.
2. Structures. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling of not less than 1,500 square feet, if constructed entirely on one level, otherwise not less than 2,000 square feet, of heated living space (exclusive of garages, porches, cellars and associated living space) together with auxiliary structures, such as private garages, storage buildings, barns, cabanas, pergolas, fences, or in-ground swimming pools and the like, provided that such auxiliary structures shall be consistent with the residential nature of the lot. No above-ground pools shall be permitted. Each lot shall have no less than a two car garage attached to the residential structure. The two car garage must be built at the same time as the residential structure, and shall have a separate garage door for each car. Each residence shall contain a paved driveway.
3. Architectural Review. The initial dwelling and associated building to be constructed on any lot or parcel of land must have the written approval of the Declarant, his successors or assigns, before construction is commenced, as to location of the dwelling, the type and style of architecture, and the type and quality of the building materials used. No dwelling or other building erected on any lot shall be covered with tar paper, asphalt siding, or corrugated metal siding but shall be covered with a natural wood, stone, or brick siding. No vinyl siding



EXHIBIT A

A certain lot or parcel of land lying on the northeasterly side of Alice Court, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the line of land now or formerly of Lloyd B. Wolf and Robert L. Adam as described in a deed recorded in the Cumberland County Registry of Deeds in Book 7058, Page 70, said point lying N 30° 56' 54" E a distance of Five and 35/100 (5.35) feet from the northerly corner of land now or formerly of Michael J. Major and Mary Jean Major as described in a deed recorded in said Registry in Book 12575, Page 100; thence N 59° 03' 06" W a distance of Fifty-six and 65/100 (56.65) feet to a point; thence S 30° 30' 40" W a distance of One Hundred Sixty-five and 62/100 (165.62) feet to said Alice Court; thence northwesterly by said Alice Court following a non tangent curve to the right having a radius of Five Hundred Seventy-five and 00.100 (575.00) feet, an arc distance of Eighty-nine and 87 (89.87) feet to a point, said point lying N 49° 21' 43" W a distance of Eighty-nine and 87 (89.87) feet from the last mentioned point; thence N 38° 59' 34" E a distance of Sixty-seven and 44/100 (67.44) feet to a point; thence N 89° 21' 46" E a distance of Thirteen and 92/100 (13.92) feet to a point; thence N 54° 04' 13" E a distance of Forty and 00/100 (40.00) feet to a point; thence N 43° 36' 45" E a distance of Three Hundred Thirty-three and 37/100 (333.37) feet to a point and the land now or formerly of Robert Lincoln Adam as described in a deed recorded in said Registry in Book 6268, Page 284; thence S 58° 54' 55" E a distance of Thirty-three and 79/100 (33.79) feet to a 6" x 12" stone marker inscribed "F W" and land of said Wolf and Adam; thence S 30° 56' 54" W by said land of Wolf and Adam a distance of Two Hundred Eighty-five and 52 (285.52) feet to the point of beginning.

Bearings are based on True North.

The above described parcel contains 29,659 square feet, being a portion of Lot 13 as depicted on a Plan of Auburn Pines Subdivision made for Neptune Properties recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 393.

The above described parcel is subject to the restrictive covenants as set forth in the Declaration of Restrictions and Covenants, Auburn Pines as recorded in the Cumberland County Registry of Deeds in Book **74981**, Page 172.

Reference is herein made to an Amended Subdivision plan made by Titcomb Associates dated March 3, 2003 recorded in Cumberland County Registry of Deeds in Plan Book 203, Page 256 and to an Amended Subdivision Plan of Auburn Pines made by Pinkham & Greer for Chase Custom Homes & Finance, Inc. dated August 22, 2003 and recorded in said Registry in Plan Book 204, Page 31.

For title of Grantor reference is hereby made to a deed of Neptune Properties, LLC dated August 27, 1999 and recorded in Cumberland County Registry of Deeds in Book 15007, Page 311.

Received
Recorded Register of Deeds
Feb 27 2004 12:52:38P
Cumberland County
John E O'Brien

After Recording Return to:
Hopkinson, Abbondanza & Backer
511 Congress Street, Ste. 801
Portland, Maine 04101
(207) 772-5845



PURCHASE AND SALE AGREEMENT - LAND ONLY

September 14, 2004

<u>9-15-04</u>	Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.	

1. PARTIES: This Agreement is made between Janet A. Milliken, Robert G. Milliken (hereinafter called "Buyer") and Chase Custom Homes and Finance, Inc. (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 ; If "part of" see paragraph 22 for explanation) the property situated in municipality of Portland County of Cumberland State of Maine located at 7 Alice Court and described in deed(s) recorded at said County's Registry of Deeds Book(s) 20917 Page(s) 085

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of 130,000.00 PRICE \$ 125,000.00 of which 1,000.00 DEPOSIT \$ 1,000.00 is included herewith as an earnest money deposit, and an additional amount of 124,000.00 DEPOSIT \$ 124,000.00 will be paid BALANCE DUE \$ 129,000.00
 The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 15, 2004 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be resumed promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 15, 2004 (closing date) or before, if a part 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.

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

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

8. RISK OF LOSS; Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) none, 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.

10. 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.

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

From;

09/15/2004 12:43 #019 P.003/009

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

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

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BUYER James A. Milliken SS# OR TAXPAYER ID# _____
Robert G. Milliken SS# OR TAXPAYER ID# 005-50-9294

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

Seller's Mailing address is 1 Perry Hawkes Rd, Windham, ME 04062
 for Thomas D. Doherty SS# OR TAXPAYER ID# 010507636
 SELLER Chase Currier, Home and Finance DATE _____

SELLER _____ DATE _____ SS# OR TAXPAYER ID# _____

Offer reviewed and refused on _____ day of _____

SELLER _____ SELLER _____

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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 (am) _____ (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 _____

LOT 13B

29,659 sq.ft.
0.68 acres

Michael J. Major
Mary Jean Major
12575/100

LOT 13A

25,966 sq.ft.
0.59 acres

LOT 15

80' THROUGH THE
PRINCIPAL STRUCTURE

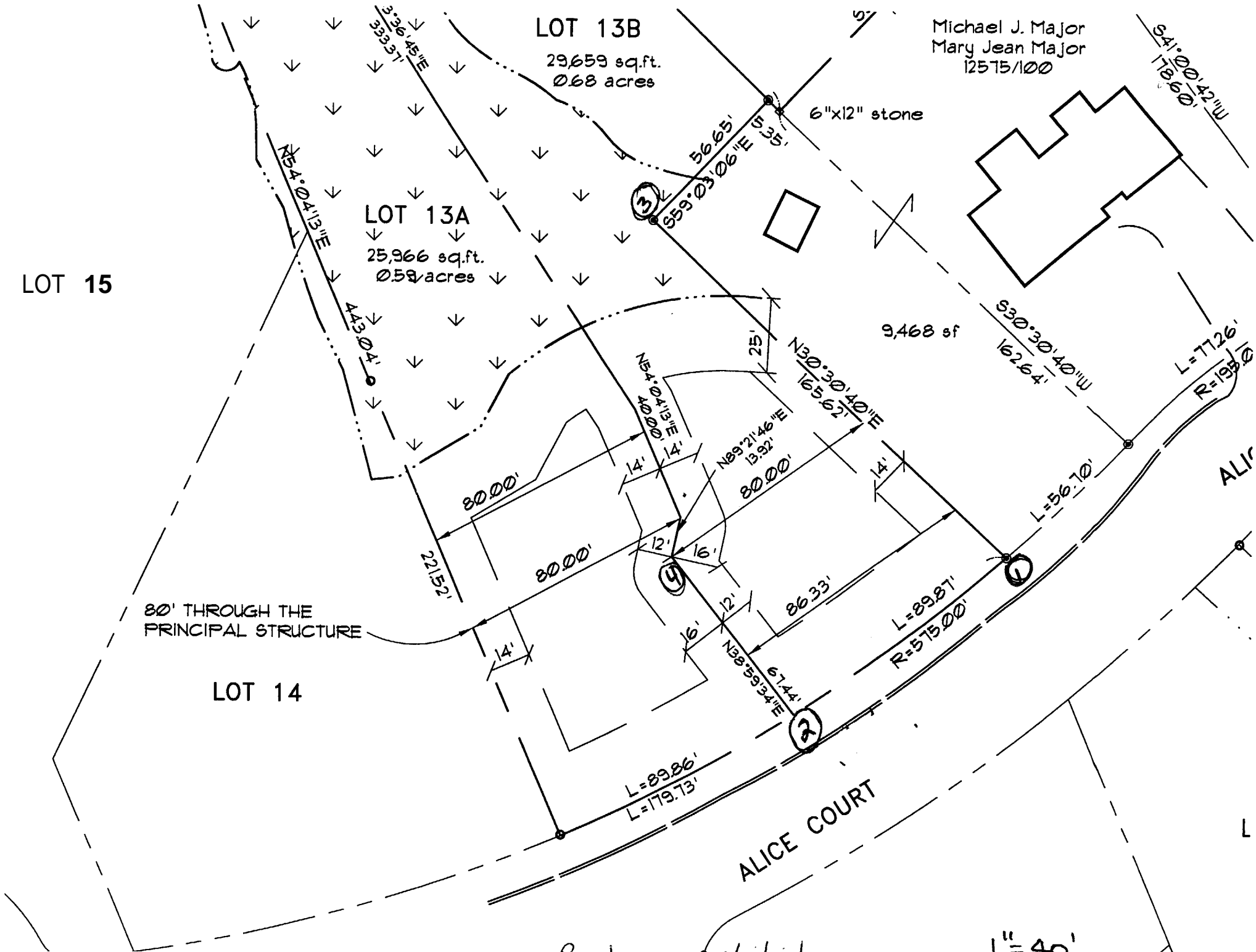
LOT 14

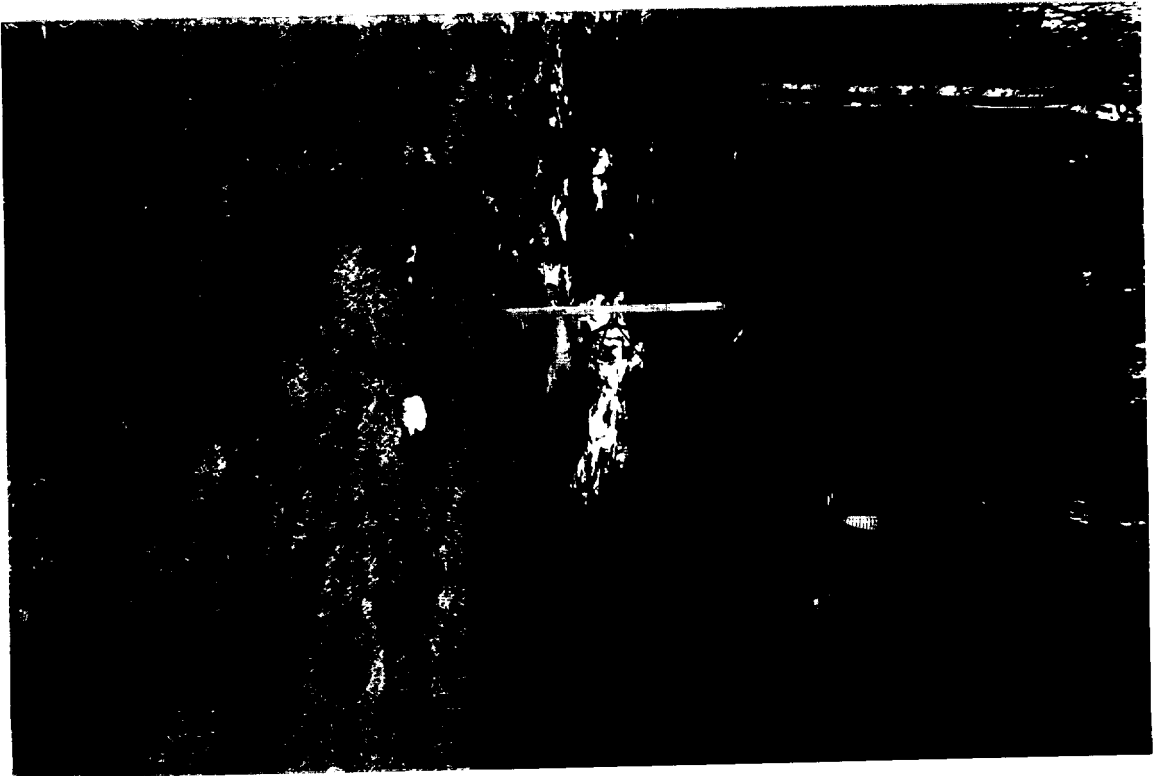
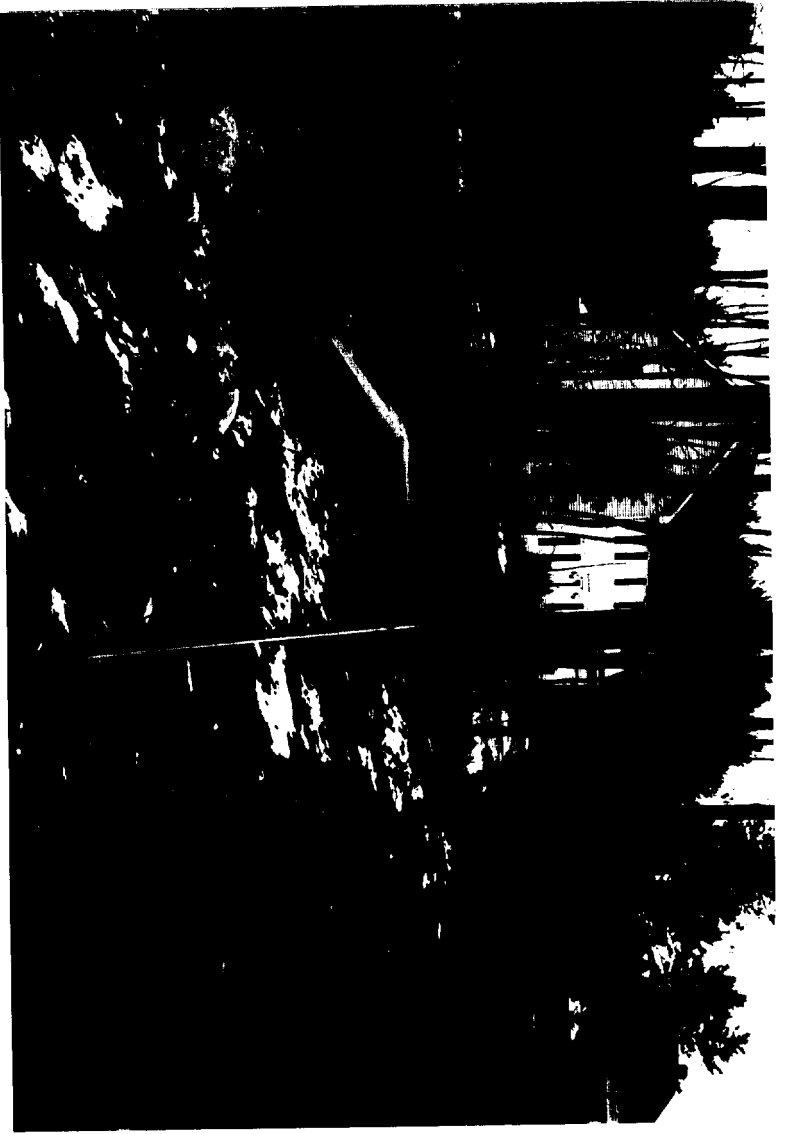
ALICE COURT

ALICE

Picture exhibit

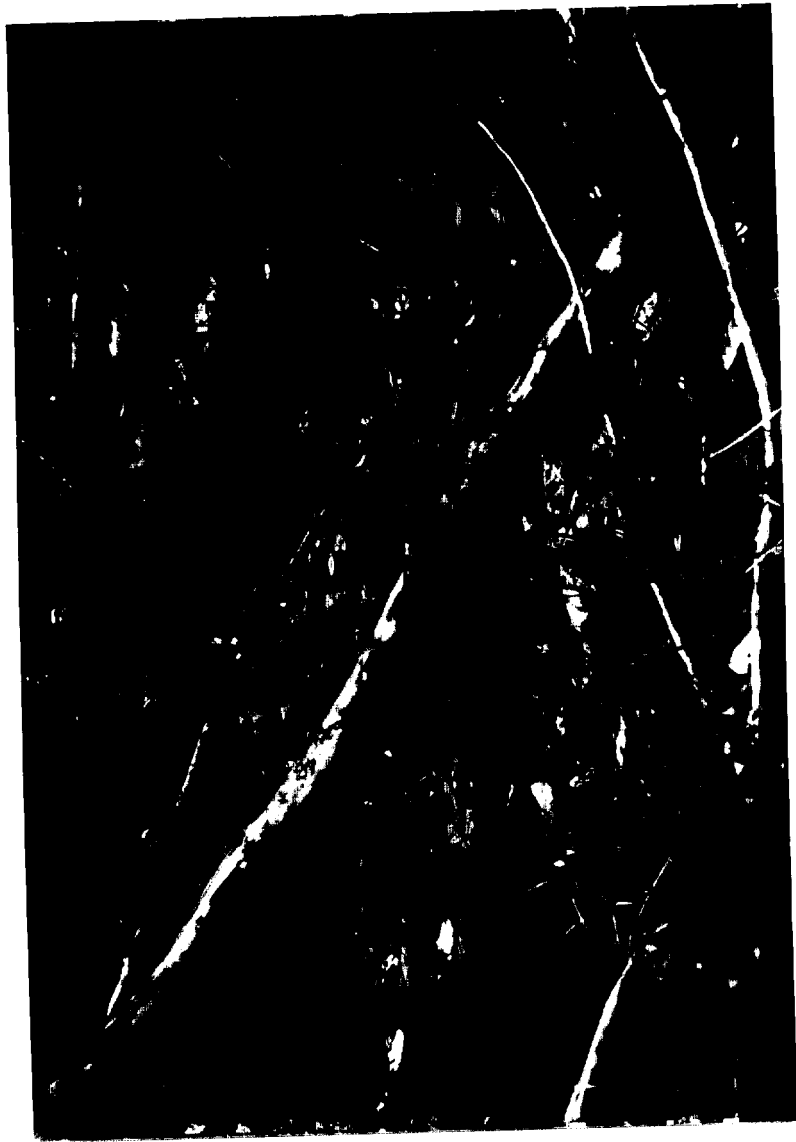
1" = 40'





①

Right side (Front)
Stake w yellow top
tree line abutting property



④ Left side (back) - yellow stake
w/ orange ribbon



③ Right side (BACK)
yellow top stake shown in
picture



Lot From Alice Court



Lot onto Alice Court