

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

ERECTOR SECTION

PERMIT

Permit Number: 031400

Please Read Application And Notes, If Any, Attached

This is to certify that Brooks Kevin F & /Mark M
has permission to Build new 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 18' dec
AT 153 Hope Ave 392 B023001

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 altered or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

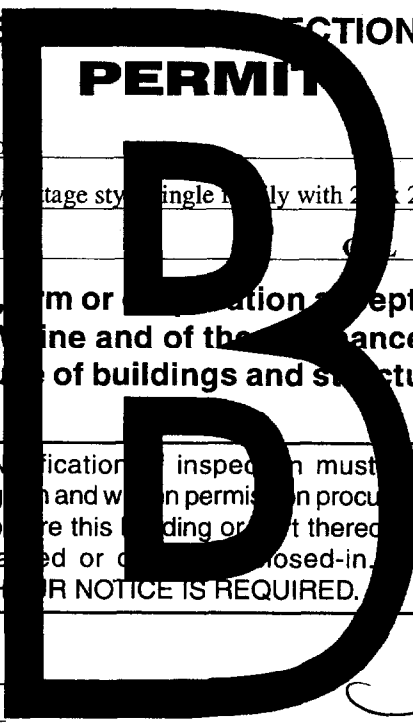
OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____

Department Name

Director Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



City of Portland, Maine - Building or Use Permit Application

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

Permit No: 03-1400	Issue Date: FEB 02 2004	CB#: 312 B023001
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PERMIT ISSUED

Location of Construction: 153 Hope Ave	Owner Name: Brooks Kevin F &	Owner Address: 72 Bramblewood Dr	Phone: CITY OF PORTLAND 207-878-8330
Business Name: n/a	Contractor Name: Mark Morns	Contractor Address: 166 Howes Corner Road Turner	Phone: 2078788330
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	Zone: R2

Past Use: Vacant	Proposed Use: Build New 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 18' deck. <i>16' porch plan</i>	Permit Fee: \$1,896.00	Cost of Work: \$200,000.00	CEO District:	
		FIRE DEPT: <i>NA</i>	INSPECTION: Use Group: <i>R3</i> Type: <i>SB</i> <i>BOCA 1999</i>		

Proposed Project Description:
Build new 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 18' deck.
16'

Signature: *[Signature]*

Signature: *[Signature]*

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: <i>gg</i>	Date Applied For: 11/07/2003	Zoning Approval
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- 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 <input type="checkbox"/> Shoreland <i>NA</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 2 zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2003-0236</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: <i>11/19/03</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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CERTIFICATION

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

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

031400

147-155



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: <u>153 Hope Avenue (Lot #23)</u>		
Total Square Footage of Proposed Structure <u>2887</u>	Square Footage of Lot <u>38,974</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>392</u> Block# <u>B02</u> Lot# <u>3</u>	Owner: <u>Kevin & Sonia Brooks</u>	Telephone: <u>878-8330</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Kevin & Sonia Brooks</u> <u>72 Bramblewood Dr.</u> <u>Portland, ME 04103</u> <u>878-8330</u>	Cost Of Work: \$ <u>200,000</u> Fee: \$ <u>1,821</u> Construction <u>300.00</u> Site plan <u>175.00</u> Cd 0
Current Specific use: <u>Vacant Lot</u>		
Proposed Specific use: <u>Single family home</u>	<u>38' x 34'</u> <u>\$2,196.00</u>	
Project description: <u>2 Story Cottage Style Colonial with attached</u> <u>two car garage. 24' x 24' w/ deck 14' x 18'</u>		
Contractor's name, address & telephone: <u>Mark Morris, 166 Howes Corner Rd,</u> <u>Turner, ME 04282 224-7829</u>		
Who should we contact when the permit is ready: <u>Kevin or Sonia Brooks</u>		
Mailing address: <u>72 Bramblewood Dr.</u> <u>Portland, ME 04103</u> Phone: <u>878-8330</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.

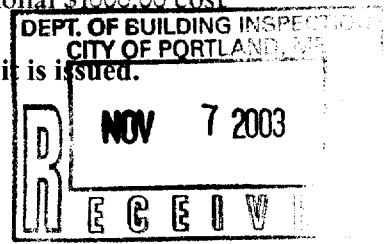
At the discretion of the Planning and Development Department, additional information may be required prior to permit approval. For further information stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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>Sonia Brooks</u>	Date: <u>11/6/03</u>
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Permit Fee: \$30.00 for the first \$1000.00 Construction Cost, \$7.00 per additional \$1000.00 cost

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



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

2003-0236
Application I. D. Number
11/07/2003
Application Date
153 Hope Ave (lot#23)
Project Name/Description

kevin brooks
Applicant
72 Bramblewood Dr., Portland, ME 04103
Applicant's Mailing Address

153 - 153 Hope Ave. Lot #23, Portland, Maine
Address of Proposed Site
392 B023001
Assessor's Reference: Chart-Block-Lot

Consultant/Agent
Agent Ph: _____ **Agent Fax:** _____
Applicant or Agent Daytime Telephone, Fax

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

2,887 sq. Ft. **38,974 sq. Ft.**
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

- | | | | |
|----------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Plan **\$250.00** Subdivision _____ Engineer Review **\$50.00** Date **11/12/2003**

Final Status: _____ Reviewer **Jay Reynolds**
 Approved _____ Denied _____

Approval Date **11/20/2003** Approval Expiration **11/20/2004** Extension to _____ Additional Sheets Attached

Condition Compliance **Jay Reynolds** **11/20/2003**
signature date

Performance Guarantee Required* Not Required

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

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

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

2003-0236

Application I. D. Number

11/07/2003

Application Date

153 Hope Ave (lot#23)

Project Name/Description

kevin brooks

Applicant

72 Bramblewood Dr., Portland, ME 04103

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

153 - 153 Hope Ave. Lot #23, Portland, Maine

Address of Proposed Site

392 B023001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 APPLICANT TO COORDINATE WITH NEIGHBOR (LOT 22) TO LOCATE DITCH/FINAL GRADING ALONG SHARED PROPERTY LINE.
- 2 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 3 Your new street address is now #153 HOPE AVENUE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4 A sewer permit is required for you 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.
- 5 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 6 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

City of Portland, Maine - Building or Use Permit

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

Permit No: 03-1400	Date Applied For: 11/07/2003	CBL: 392 B023001
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Location of Construction: 153 Hope Ave	Owner Name: Brooks Kevin F &	Owner Address: 72 Bramblewood Dr	Phone: 207-878-8330
Business Name: n/a	Contractor Name: Mark Morns	Contractor Address: 166 Howes Corner Road Turner	Phone: (207) 878-8330
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: Build New 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 16' deck.	Proposed Project Description: Build new 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 16' deck.
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 11/19/2003
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<p>1) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently a 14' x 16' deck is shown on your site plan. That 14' x 6' deck is approved. Any changes require a separate application for review and approval.</p> <p>2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.</p> <p>3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.</p>			

Dept: Building	Status: Approved	Reviewer: Tammy Munson	Approval Date: 01/30/2004
Note:			Ok to Issue: <input checked="" type="checkbox"/>

Comments: 12/29/2003-tmm: Called and faxed plan review to owner - missing significant amount of info - told owner to call when plans are revised or w/questions

Open Joist 2000® Span Charts

14" Depth Maximum Live Load Deflection - L/360 & L/480, 1-1/2" Minimum Bearing Each End

Chord* Size	Chord * Grade	Loading		12" O.C.		16" O.C.		19.2" O.C.		24" O.C.	
		Live	Dead	L/360	L/480	L/360	L/480	L/360	L/480	L/360	L/480
3 x 2	#2	40 PSF	15 PSF	17'-9"	17'-9"	17'-9"	17'-9"	17'-9"	17'-9"	17'-9"	16'-4"
4 x 2	#2	40 PSF	15 PSF	20'-9"	20'-9"	20'-9"	20'-9"	20'-9"	19'-10"	18'-9"	18'-5"
4 x 2	MSR 2100	40 PSF	15 PSF	24'-9"	24'-9"	24'-8"	22'-9"	23'-5"	21'-2"	20'-10"	--
3 x 2	#2	50 PSF	15 PSF	17'-9"	17'-9"	17'-9"	17'-7"	17'-9"	16'-5"	16'-4"	15'-3"
4 x 2	#2	50 PSF	15 PSF	20'-9"	20'-9"	20'-9"	19'-8"	19'-9"	18'-6"	--	--
4 x 2	MSR 2100	50 PSF	15 PSF	24'-9"	23'-2"	23'-2"	21'-0"	21'-10"	--	--	--
3 x 2	#2	100 PSF	15 PSF	16'-9"	15'-2"	14'-4"	13'-8"	12'-10"	12'-8"	10'-9"	10'-9"
4 x 2	#2	100 PSF	15 PSF	18'-4"	--	--	--	--	--	--	--

16" Depth Maximum Live Load Deflection - L/360 & L/480, 1-1/2" Minimum Bearing Each End

Chord* Size	Chord * Grade	Loading		12" O.C.		16" O.C.		19.2" O.C.		24" O.C.	
		Live	Dead	L/360	L/480	L/360	L/480	L/360	L/480	L/360	L/480
3 x 2	#2	40 PSF	15 PSF	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"
4 x 2	#2	40 PSF	15 PSF	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"
4 x 2	MSR 2100	40 PSF	15 PSF	25'-9"	25'-9"	25'-9"	25'-9"	25'-9"	25'-6"	25'-9"	22'-5"
4 x 2	MSR 2400	40 PSF	15 PSF	29'-9"	29'-8"	29'-9"	27'-7"	28'-5"	--	26'-10"	--
3 x 2	#2	50 PSF	15 PSF	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"
4 x 2	#2	50 PSF	15 PSF	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"	21'-9"	20'-10"
4 x 2	MSR 2100	50 PSF	15 PSF	25'-9"	25'-9"	25'-9"	25'-0"	25'-9"	22'-5"	23'-10"	--
4 x 2	MSR 2400	50 PSF	15 PSF	29'-9"	28'-2"	28'-3"	--	26'-10"	--	--	--
3 x 2	#2	100 PSF	15 PSF	16'-9"	16'-9"	16'-8"	16'-8"	13'-6"	13'-6"	11'-4"	11'-4"
4 x 2	#2	100 PSF	15 PSF	21'-9"	20'-10"	19'-1"	19'-0"	16'-9"	15'-9"	--	--
4 x 2	MSR 2100	100 PSF	15 PSF	23'-3"	--	--	--	--	--	--	--

NOTE: Clear spans shown on this chart are presented under the following conditions: (1) Bearing of 1-1/2"; (2) "Strongback" bracing is not considered; (3) Assumes a single layer of APA rated wood sheathing nailed or screwed; (4) Spans are clear distance between supports for uniformly loaded trusses and include allowable increases for repetitive use members.

Code approved by BOCA, ICBO, and SBCCI and can be used in all areas of the United States. Code Evaluations: ICBO#PFC-5725 available at www.icbo.org,
NER-502 available at www.nateval.org and GA-600-97 Fire Resistance Design Manual available at www.gypsum.org.



Universal Forest Products

Open Joist 2000® Span Charts

9 1/4" Depth Maximum Live Load Deflection - L/360 & L/480, 1-1/2" Minimum Bearing Each End

Chord* Size	Chord * Grade	Loading		12" O.C.		16" O.C.		19.2" O.C.		24" O.C.	
		Live	Dead	L/360	L/480	L/360	L/480	L/360	L/480	L/360	L/480
3 x 2	#2	40PSF	15PSF	15'-9"	15'-9"	15'-9"	14'-11"	15'-6"	14'-0"	14'-3"	12'-10"
4 x 2	MSR 2100	40PSF	15PSF	19'-9"	19'-5"	19'-1"	17'-3"	17'-11"	16'-6"	16'-11"	--
3 x 2	#2	50PSF	15PSF	15'-9"	15'-3"	15'-3"	13'-9"	14'-3"	12'-10"	13'-2"	11'-11"
4 x 2	MSR 2100	50PSF	15PSF	19'-9"	17'-11"	17'-11"	16'-4"	16'-11"	--	--	--
3 x 2	#2	100 PSF	15PSF	13'-2"	11'-11"	11'-11"	10'-8"	11'-1"	9'-11"	9'-3"	8'-9"

11 7/8" Depth Maximum Live Load Deflection - L/360 & L/480, 1-1/2" Minimum Bearing Each End

Chord* Size	Chord * Grade	Loading		12" O.C.		16" O.C.		19.2" O.C.		24" O.C.	
		Live	Dead	L/360	L/480	L/360	L/480	L/360	L/480	L/360	L/480
3 x 2	#2	40PSF	15PSF	16'-9"	16'-9"	16'-9"	16'-9"	16'-9"	16'-8"	16'-9"	15'-2"
4 x 2	#2	40PSF	15PSF	18'-9"	18'-9"	18'-9"	18'-9"	18'-9"	18'-7"	17'-2"	17'-2"
4 x 2	MSR 2100	40PSF	15PSF	22'-9"	22'-9"	22'-9"	21'-0"	21'-5"	19'-10"	19'-3"	--
3 x 2	#2	50PSF	15PSF	16'-9"	16'-9"	16'-9"	16'-5"	16'-9"	15'-2"	15'-4"	14'-1"
4 x 2	#2	50PSF	15PSF	18'-9"	18'-9"	18'-9"	18'-5"	17'-8"	17'-3"	16'-3"	--
4 x 2	MSR 2100	50PSF	15PSF	22'-9"	21'-5"	21'-5"	19'-8"	20'-3"	--	--	--
3 x 2	#2	100 PSF	15PSF	15'-7"	14'-1"	13'-11"	12'-9"	12'-3"	11'-11"	10'-4"	10'-4"
4 x 2	#2	100 PSF	15PSF	16'-11"	--	--	--	--	--	--	--

* Because OPEN JOIST 2000 is a "stock" product, the length of an OPEN JOIST truss determines the size and grade of the truss' chords (see tables). Maximum spans published on the chart above may be limited by standard joist configuration. To find maximum clear span for each truss depth in a given loading condition, refer to the bottom line of spans shown for that load condition.

Code approved by BOCA, ICBO, and SBCCI and can be used in all areas of the United States. Code Evaluations: ICBO#PFC-5725 available at www.icbo.org,
NER-502 available at www.nateval.org and GA-600-97 Fire Resistance Design Manual available at www.gypsum.org.



Universal Forest Products®

Header schedule inadequate -
 Not specified for 1st + 2nd floor locations - OK

Header Schedule	sheet 5 Notes	
Type of Heating System	shows boiler - OK	
Stairs Number of Stairways Interior 2 Exterior 1 Treads and Risers - our copy (handout shown) on drawings - Do not add up Bsmnt to 1st floor - (Section 314) Width 3'6" - OK Headroom - Not shown Guardrails and Handrails (Section 315) - Not shown - Height + Ballusters? Interior - No detail given.		
Smoke Detectors Location and type/Interconnected	Not show in bsmnt	
Plan Reviewer Signature		

See Chimney Summary Checklist

- ⑫ Design on steel beam - by licensed engineer - OK
- ⑭ Rear deck - not shown - framing?
~~Guard?~~ Beam under deck?

Garage Framing?

Sonja Brooks
879-2100

153 Hope Ave

774-1793 - FAX

392-B-23

Soil type/Presumptive Load Value (Table 401.4.1) <i>Note 16 sheet 3</i>		
Component	Plan Reviewer	Inspection/Date/Findings
STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	<i>Note 1 thru 3 - OK</i>	
<i>V</i> Foundation Drainage Dampproofing (Section 406)	<i>Note 13 - No dampproofing or filter fabric - OK</i>	
Ventilation (Section 409.1) Crawls Space ONLY	<i>N/A</i>	
<i>Q</i> Anchor Bolts/Straps (Section 403.1.4)	<i>Note 11 - size of bolt? OK</i>	
<i>B</i> Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	<i>footing size too small - OK</i>	
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	<i>Need LVL specs -</i>	<i>some exceed span 3 1/2" LVL table near stairs</i>
<i>Q</i> Sill/Band Joist Type & Dimensions	<i>Not shown - 2x6</i>	<i>Noted OK</i>
<i>Q</i> First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	<i>Not spec'd - what brand?!</i>	<i>OK open</i>
<i>Q</i> Second Floor Joist Species Dimensions and Spacing Table (503.3.1(1) & Table 503.3.2(1))	<i>" "</i>	<i>joists 16" depth -</i>

16" oc

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Trusses - OK	
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	OK	
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	OK - Roof	
Fastener Schedule (Table 602.3(1) & (2))	Not shown	
Private Garage Section 309 and Section 407 1999 BOCA)		
Living Space? (Above or beside)	yes	
Fire separation	Not completely shown - need on walls & chng w/ beams wrapped	
Fire rating of doors to living space	OK	
Door Sill elevation (407.5 BOCA)	OK Note 3 sheet # 2	
Egress Windows (Section 310)	OK 3046's shown	
Roof Covering (Chapter 9)	OK - asphalt asphalt shingles	
Safety Glazing (Section 308) Need in window I	Not shown - windows in bath 2nd floor baths + 2'-0" of	within
Attic Access (BOCA 1211.1)	Not shown -	Size? 22"x30" - OK doors
Draft Stopping around chimney	Not shown - OK	

Shows boiler - blue location? - Direct vent

**PLANNING / DESIGN ASSOCIATES
CONSULTING ENGINEERS / SITE PLANNERS / DRAFTING SERVICES
35 WALTER PARTRIDGE ROAD, WINDHAM, ME P/F 207-892-2640**

DATE: 1.2.2004

TRANSMITTAL

PROJECT BROOKS RESIDENCES

TO TAMM J MUNSON

FROM FRBO PANICU

FAX NO _____

- FOR REVIEW
- FOR YOUR INFO
- REPLY REQUESTED
- FOR BID
- FOR CONSTRUCTION

- SKETCH PLAN
- PRELIM PLAN
- FINAL PLAN

REVISED PLANS w/ REVISIONS
NOTED IN YELLOW

MacLeod Structural Engineers, P.A.-

MSE Job # 2004-130

Letter of Transmittal

To: Fred	From: Nate Bacon		
Company: PDA	Date: 1/30/04		
Address: 35 Walter Partridge Road, Windham, ME	CC: Tammy Munson - City Of Portland		
Re: Brooks Residence	Pg: (2) INCLUDING COVER		
<input checked="" type="checkbox"/> Enclosed	<input type="checkbox"/> For your use	<input checked="" type="checkbox"/> Submit for approval	<input type="checkbox"/> For review and comment
<input checked="" type="checkbox"/> As requested	<input type="checkbox"/> Reviewed	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Resubmit for review

• Description:

Fred,

Enclosed you will find 1 set of your drawings on which MSE has noted recommended sizes for specific structural members at the "Bonus Room".

MSE has not performed comprehensive structural design for these plans. Our work is strictly limited to sizing the members as indicated on the marked plans.

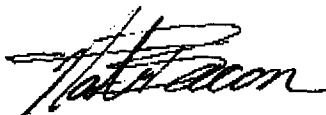
The following are recommended sizes for structural members at the "Bonus Room" roof area:

Steel Ridge Beam @ Bonus Room Roof - W12 x35
 Valleys @ Bonus Room Roof - LVL: 5-1/4" x 11-1/4"
 Window Header Below Ridge Beam - LVL: 5-1/4" x 9-1/4"
 Posts @ Each End Of Header - (3) 2 x 6
 Posts @ Each End Of Ridge Beam - (4) 2 x 6 or (1) 6 x 6

Please refer to marked set of plans for member locations.

If you have any questions please feel free to call.

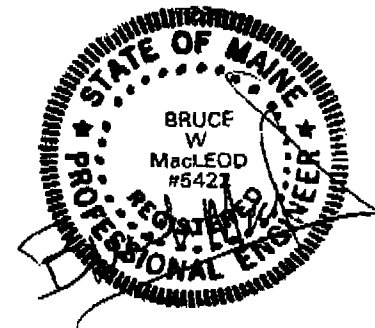
Sincerely,



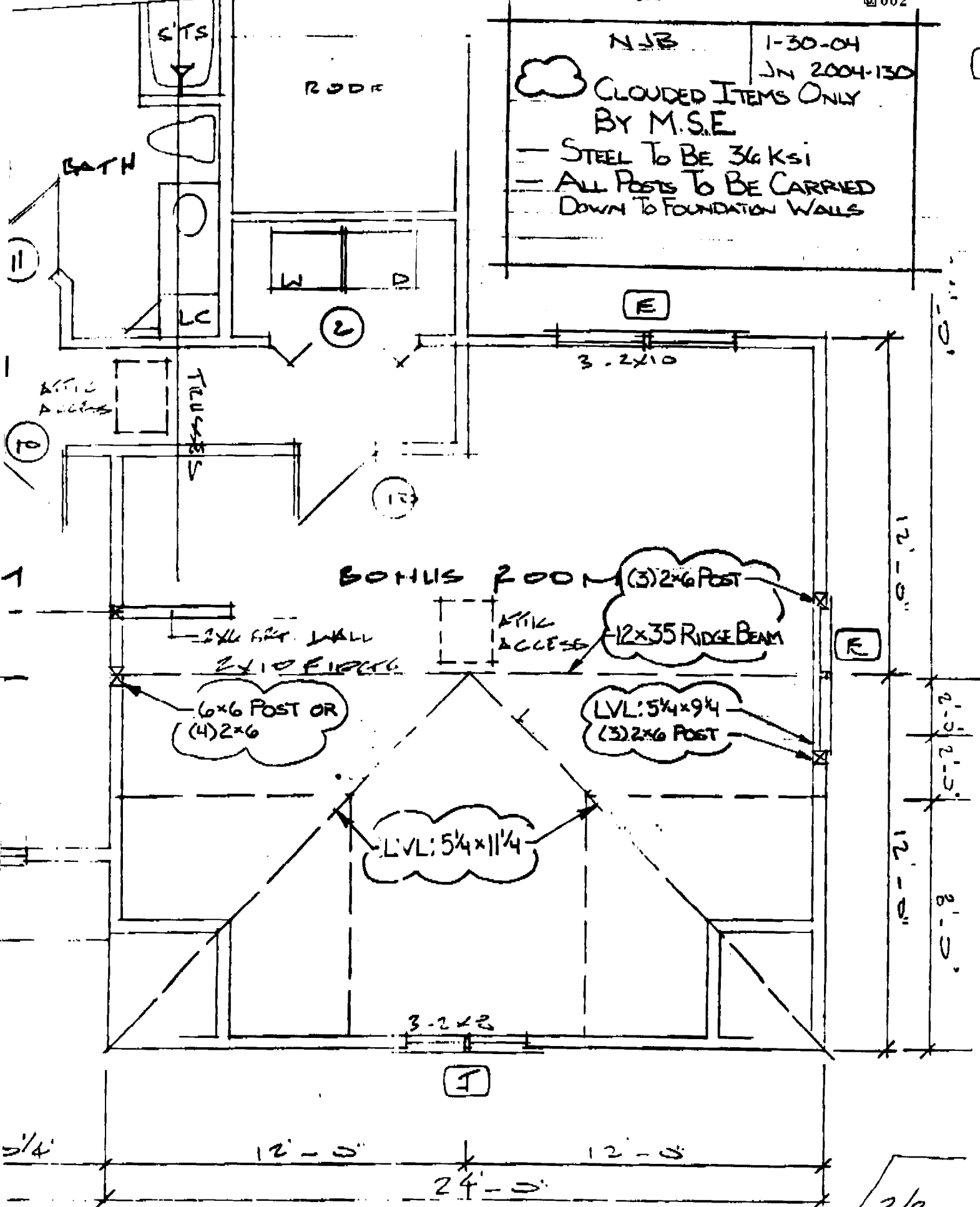
Nate Bacon

MacLeod Structural Engineers, P.A.

Enclosure



98 BRIDGE STREET WESTBROOK, MAINE 04092 PHONE (207) 856-0044 FAX (207) 856-1616

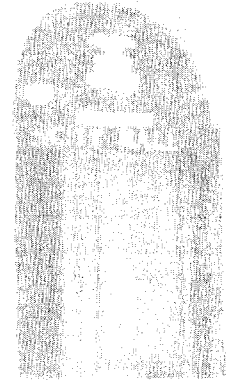


Created By	99	Create Date	11/12/2003	Mod By	imm	Mod Date	12/25
Permit Nbr	03-1400	Location of Construction	153 Hope Ave	Permit Type	Single Family	District Nbr	392 B023001
Status	Hold	Estimated Cost	\$200,000.00	Constr Type	New	Appl. Date	
Comment Date	12/29/2003	Comment	Called and faxed plan review to owner - missing significant amount of info - told owner to call plans are revised or w/questions				
Name	imm	Follow Up Date		Completed			

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>Sonja Brooks</u>	FROM: <u>Tammy Murson</u>
FAX NUMBER: <u>774-1793</u>	NUMBER OF PAGES, WITH COVER: <u>4</u>
TELEPHONE: _____	RE: _____
DATE: <u>12/29/03</u>	<u>874-8706</u>

Comments: 153 Hope Ave



FLOOR LIVE LOAD CHARTS IN PSF

$$(\Delta \leq L/360)$$

1. Length is based on overall distance including 5 1/2" bearing, uniformly loaded joist and L/360 Live Load deflection. Live Load may vary according to different bearing widths.
2. Charts assume composite action with layer 5/8" subfloor nailed or screwed according to recognized practice.

REV: 02/96

JOIST DEPTH 9 3/8"			DEAD LOAD 15				DEAD LOAD 20				DEAD LOAD 25				DEAD LOAD 30			
			SPACING				SPACING				SPACING				SPACING			
CHORD DIM.	LUMBER GRADE	LENGTH	12"	16"	19.2"	24"	12"	16"	19.2"	24"	12"	16"	19.2"	24"	12"	16"	19.2"	24"
3 x 2	SPF #2	10'-0"	209	153	125	97	204	148	120	92	199	143	115	87	194	138	110	82
3 x 2	SPF #2	11'-0"	183	134	109	84	178	129	104	79	173	124	99	74	168	119	94	69
3 x 2	SPF #2	12'-0"	147	110	92	73	147	110	90	68	147	107	85	63	146	102	80	58
3 x 2	SPF #2	13'-0"	115	86	72	58	115	86	72	58	115	86	72	55	115	86	70	50
3 x 2	SPF #2	14'-0"	94	71	59	47	94	71	59	47	94	71	59	45	94	71	58	40
3 x 2	SPF #2	15'-0"	77	58	48	38	77	58	48	38	77	58	48	37	77	58	48	32
3 x 2	SPF #2	16'-0"	64	48	40	32	64	48	40	32	64	48	40	31	64	48	40	26
4 x 2	SPF #2	17'-0"	70	53	44	35	70	53	44	35	70	53	44	31	70	53	40	26
4 x 2	MSR 2100	18'-0"	72	54	45	36	72	54	45	36	72	54	45	31	72	54	40	26
4 x 2	MSR 2100	19'-0"	61	46	38	30	61	46	38	30	61	46	37	25	61	44	32	20
4 x 2	MSR 2100	20'-0"	53	40	33	26	53	40	33	26	53	40	33	23	53	40	30	18

JOIST DEPTH 13"			DEAD LOAD 15				DEAD LOAD 20				DEAD LOAD 25				DEAD LOAD 30			
			SPACING				SPACING				SPACING				SPACING			
CHORD DIM.	LUMBER GRADE	LENGTH	12"	16"	19.2"	24"	12"	16"	19.2"	24"	12"	16"	19.2"	24"	12"	16"	19.2"	24"
3 x 2	SPF #2	10'-0"	273	201	165	129	268	196	160	124	263	191	155	119	258	186	150	114
3 x 2	SPF #2	11'-0"	241	177	145	113	236	172	140	108	231	167	135	103	226	162	130	98
3 x 2	SPF #2	12'-0"	212	155	127	99	207	150	122	94	202	145	117	89	197	140	112	84
3 x 2	SPF #2	13'-0"	188	137	112	87	183	132	107	82	178	127	102	77	173	122	97	72
3 x 2	SPF #2	14'-0"	169	123	100	77	164	118	95	72	159	113	90	67	154	108	85	62
3 x 2	SPF #2	15'-0"	150	109	88	67	145	104	83	62	140	99	78	57	135	94	73	52
3 x 2	SPF #2	16'-0"	128	93	75	57	124	88	70	52	119	83	65	47	114	78	60	42
3 x 2	SPF #2	17'-0"	106	79	65	49	106	76	60	44	103	71	55	39	98	66	50	34
3 x 2	SPF #2	18'-0"	91	68	57	43	91	66	52	38	90	61	47	33	85	56	42	28
4 x 2	SPF #2	19'-0"	102	73	58	43	97	68	53	38	92	63	48	33	87	58	43	28
4 x 2	SPF #2	20'-0"	91	64	51	38	86	59	46	33	81	54	41	28	76	49	36	23
4 x 2	SPF #2	21'-0"	80	59	47	35	79	54	42	30	74	49	37	25	69	44	32	20
4 x 2	MSR 2100	22'-0"	83	62	52	39	83	62	48	34	83	57	43	29	79	52	38	24
4 x 2	MSR 2100	23'-0"	74	55	46	36	74	55	44	31	74	52	39	26	72	47	34	21
4 x 2	MSR 2100	24'-0"	64	48	40	32	64	48	40	28	64	47	35	23	64	42	30	18
4 x 2	MSR 2100	25'-0"	58	43	36	29	58	43	36	26	58	43	32	21	58	38	27	16

JOIST DEPTH 16"			DEAD LOAD 15				DEAD LOAD 20				DEAD LOAD 25				DEAD LOAD 30			
			SPACING				SPACING				SPACING				SPACING			
CHORD DIM.	LUMBER GRADE	LENGTH	12"	16"	19.2"	24"	12"	16"	19.2"	24"	12"	16"	19.2"	24"	12"	16"	19.2"	24"
3 x 2	SPF #2	16'-0"	145	105	85	65	140	100	80	60	135	95	75	55	130	90	70	50
3 x 2	SPF #2	17'-0"	142	103	83	63	137	98	78	58	132	93	73	53	127	88	68	48
4 x 2	SPF #2	18'-0"	169	123	100	77	164	118	95	72	159	113	90	67	154	108	85	62
4 x 2	SPF #2	19'-0"	161	117	95	73	156	112	90	68	151	107	85	63	146	102	80	58
4 x 2	SPF #2	20'-0"	154	112	91	70	149	107	86	65	144	102	81	60	139	97	76	55
4 x 2	SPF #2	21'-0"	148	107	87	67	143	102	82	62	138	97	77	57	133	92	72	52
4 x 2	SPF #2	22'-0"	137	99	80	61	132	94	75	56	127	89	70	51	122	84	65	46
4 x 2	MSR 2100	23'-0"	127	91	74	56	122	86	69	51	117	81	64	46	112	76	59	41
4 x 2	MSR 2100	24'-0"	104	78	65	52	102	76	64	47	94	70	59	42	86	64	54	37
4 x 2	MSR 2100	25'-0"	96	72	60	47	92	69	58	42	84	63	53	37	76	57	48	32
4 x 2	MSR 2100	26'-0"	83	62	52	42	81	61	51	37	73	55	46	32	65	49	41	27
4 x 2	MSR 2400	27'-0"	83	62	52	42	81	61	51	37	73	55	46	32	65	49	41	27
4 x 2	MSR 2400	28'-0"	75	56	47	38	73	55	46	34	65	49	41	29	60	45	38	24
4 x 2	MSR 2400	29'-0"	64	48	40	32	64	48	40	32	64	48	40	27	56	42	35	22
4 x 2	MSR 2400	30'-0"	56	42	35	28	56	42	35	28	56	42	35	23	48	36	30	18

City of Portland, Maine - Building or Use Permit

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

Permit No: 03-1400	Date Applied For: 11/07/2003	CBL: 392 B023001
------------------------------	----------------------------------------	----------------------------

Location of Construction: 153 Hope Ave	Owner Name: Brooks Kevin F &	Owner Address: 72 Bramblewood Dr	Phone: 207-878-8330
Business Name: n/a	Contractor Name: Mark Morns	Contractor Address: 166 Howes Corner Road Turner	Phone: (207) 878-8330
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: Build New 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 16' deck.	Proposed Project Description: Build new 38' x 34' two story cottage style single family with 24' x 24' two car attached garage; with 14' x 16' deck.
------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 11/19/2003**Note:** **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently a 14' x 16' deck is shown on your site plan. That 14' x 6' deck is approved. Any changes require a separate application for review and approval.
- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Pending **Reviewer:** **Approval Date:****Note:** **Ok to Issue:**

STATUTORY WARRANTY DEED

GOLDENEYE CORP., a Maine corporation with a principal place of business in Westbrook, in the County of Cumberland and State of Maine

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

KEVIN F. BROOKS and SONIA M. BROOKS, whose mailing address is 72 Bramblewood Drive, Portland, Maine 04103, as JOINT TENANTS

A certain lot or parcel of land situated on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 23 shown on plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" dated December 4, 2001, as revised, prepared by Titcomb Associates, and recorded at the Cumberland County Registry of Deeds in Plan Book 202, Page 650, together with a right-of-way in common with others over "Hope Avenue" as shown on the plan.

Being a portion of the premises conveyed to the Grantor herein by deed of Robert L. Adam and Lloyd B. Wolf dated October 17, 2002 and recorded at the Cumberland County Registry of Deeds in Book 18262, Page 159. Reference is further made to a confirmation deed from Lloyd B. Wolf to Grantor herein dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 57.

EXCEPTING AND RESERVING to the Grantor, its successor and assigns, all right, title and interest in and to the fee interest in "Hope Avenue", so-called, as shown on the plan. The purpose of this reservation is to preserve the Grantor's right in and to such ways pursuant to 23 M.R.S.A. §3031(4) and 33 M.R.S.A. §460 et seq. together with the right to convey said fee interest to the City of Portland.

This conveyance is subject to and with the benefit of the following:

1. Notes 1 through 19, restrictions, conditions, easements and covenants as may be set forth on said Plan recorded in Plan Book 202, Page 650.
2. Depending on the elevation of the lowest plumbing fixture, a private pump station may be required as more specifically set forth in Paragraph 12 of said Notes.

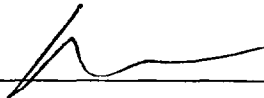
3. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29, 1955 and recorded at said Registry of Deeds in Book 2276, Page 277.
4. Such State of Facts as set forth or depicted on plan showing Plan of Property for Robert Adam dated August 1978 and recorded at said Registry of Deeds in Plan Book 125, Pages 45 and 46.
5. A ten (10) foot pedestrian easement along the westerly sideline of Lot 23 and extending in a southwesterly direction to land now or formerly of the City of Portland as shown on said Plan recorded in Plan Book 202, Page 650.
6. A thirty (30) foot pedestrian easement as shown along the westerly sideline of said Plan recorded in Plan Book 202, Page 650.
7. Rights and easements granted to Portland Water District in an instrument dated December 30, 1955 and recorded at said Registry of Deeds in Book 2267, Page 257.
8. An easement deed from Goldeneye Corp. to the City of Portland of recent date herewith, to be recorded at said Registry of Deeds.
9. Terms and conditions of a State of Maine Department of Environmental Protection Site Location of Development Natural Resources Protection Act Water Quality Certification Findings of Fact and Order dated August 23, 2002 and recorded at said Registry of Deeds in Book 18084, Page 64 (incorrectly referred to as 94 in previous deed) together with the requirement that all future conveyances shall include reference to this permit.
10. Terms and conditions of a Declaration of Covenants and Restrictions dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 59.

Also hereby conveying together with and subject to all rights, easements, privileges and appurtenances, belonging to the premises hereinabove described.

This conveyance is made SUBJECT to the current real estate taxes to the City of Portland subject to proration at the closing, which Grantee herein by his acceptance of this deed hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said GOLDENEYE CORP. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Robert L Adam, its President thereunto duly authorized this 4th day of March, 2003.

GOLDENEYE CORP.



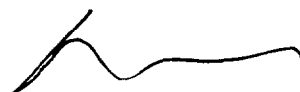
By: Robert L Adam
Its Robert L Adam
President

STATE OF MAINE
CUMBERLAND, SS.

, 2003

Then personally appeared the above-named Robert L Adam, President of GOLDENEYE CORP. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,



Attorney at Law/Notary Public

STEPHEN Y. HODSDON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
DECEMBER 25, 2005

PURCHASE AND SALE AGREEMENT - LAND ONLY

11/19/02

Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between KEVIN & SONIA BROOKS (hereinafter called "Buyer") of PORTLAND, MAINE and ROBERT L. WOLF and LOU B. WOLF dba GOLDEN EYE CORP. (hereinafter called "Seller") of 25 BLUE STREET, PORTLAND, ME 04103

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all [X] part of []) the premises situated in municipality of PORTLAND, County of CUMBERLAND State of Maine, located at Lot #23 1605 AVENUE and described in deed(s) recorded at said County's Registry of Deeds Book(s) 202, Page(s) 1650. If "part of" see Other Conditions (paragraph 22) for explanation.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 95,000 of which DEPOSIT \$ 5,000 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 5,000 will be paid by (date) 11/18/02. The balance due amount of BALANCE DUE \$ 90,000 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: PLAN WOLF ATTORNEY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until (date) MIDNIGHT AM PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 11/2/02 (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.

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) 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.

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

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
SURVEY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: <u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>					
SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
LOCAL PERMITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
SUB-DIVISION APPROVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: <u>FINAL APPROVAL AND SIGNED AMENDED SITE PLAN.</u>					
DEPLURC APPROVALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: <u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>					
ZONING VARIANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
MDOT DRIVEWAY/ ENTRANCE PERMIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: _____					
OTHER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					

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.

Page 2 of 4 - P&S-I-1 Buyer(s) initials SJB Seller(s) initials KFB

A copy of this Agreement is to be received by Buyer and Seller 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.

Karen Bank
BUYER

005-64-8875
SSN OR TAXPAYER ID#

Sarah M Brooks
BUYER

0016-68-1616
SSN OR TAXPAYER ID#

Buyer's Mailing address is 72 Bramblewood Drive, 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. If the earnest money is forfeited by Buyer, it shall be distributed as follows:

Signed this _____ day of _____

[Signature]
SELLER

11/19/19 02-0645372
SSN OR TAXPAYER ID#

SELLER

SSN OR TAXPAYER ID#

Seller's Mailing address is _____

Offer reviewed and refused on _____ SELLER

SELLER

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

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

12 FINANCING: This Agreement is subject to Buyer obtaining an approved N/A mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

- a. 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.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. 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.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

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

NEITHER THE SELLER NOR THE BUYER HAVE AGENCY RELATIONSHIPS

Listing Agent _____ of _____ Agency _____ represents _____

Selling Agent _____ of _____ Agency _____ represents _____

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 of the American Arbitration Association. 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.

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

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

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

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

19. ADDENDA: Yes Explain: DEP APPROVAL, SUBDIVISION APPROVAL No
INCLUDING SURVEY AND AMENDED SITE PLAN

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. The use of "by (date)" or "within _____ 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 parties and their agents to receive a copy of the entire closing statement.

Page 3 of 4 - P&S-LU Buyer(s) Initials SHB Seller(s) Initials KFB

Applicant: Kevin & Sania Brooks

Date: 11/19/03

Address: 153 Hope Ave (lot #23) C-B-L: 392-B-023

CHECK-LIST AGAINST ZONING ORDINANCE

permit # 03-1400

Date - New

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - to construct 38' x 38' with 24 x 24' garage
rear 14' x 16' Deck
Daylight Basement
in rear
mudroom 8' x 10'

Sewage Disposal - City

Lot Street Frontage - 50' min req. - 100' shown

Front Yard - 25' min req. - 53' scaled

Rear Yard - 25' min req. - ~270' scaled

Side Yard - 16' min 18' & 23' shown

Projections - chimney on left side - 14' x 16' Deck on rear front porch
8' x 10' mudroom

Width of Lot - 80' min req. ~100' shown

Height - 35' max allowed - 34' from lowest grade (not average to ridge)

Lot Area - 10,000[±] 38,974[±]

Lot Coverage/Impervious Surface - 20% max 7794.8[±] max

Area per Family - 10,000[±]

Off-street Parking - 2 pkg spaces req. - 2 car garage shown

Loading Bays - N/A

Site Plan - minor/minor # 2003-0236

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 2 zone X

38 x 38	=	1444
24 x 24	=	576
14 x 16	=	224
8 x 10	=	80
		2324[±]