

City of Portland, Maine - Building or Use Permit Application
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 04-0766	Issue Date: PERMIT ISSUED	CBL: 341 G004001
Owner Address: 242 Veranda St	JUL 08 2004	Phone: 838-5870
Contractor Address: PO Box 10127 Portland	CITY OF PORTLAND	Phone
Permit Type: Single Family	Zone: R-2	
Permit Fee: \$1,338.00	Cost of Work: \$138,000.00	CEO District: 5
FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-3 BOCA 1997 SB	Type: R-3 BOCA 1997 SB
Signature: PEDESTRIAN ACTIVITIES DISTRICT (P-AD)	Signature: XMB 7/8/04	Date:
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature:	Date:

Location of Construction: 0 Carriage Ln Lot 18 BROADWAY	Owner Name: Bono Inc
Business Name: Wa Inc	Contractor Name: Wa Inc
Lessee/Buyer's Name:	Phone:

Past Use: vacant lot	Proposed Use: Single family home
-------------------------	-------------------------------------

Proposed Project Description:
 32'x40' single family home with garage under

Permit Taken By: jodinea	Date Applied For: 06/09/2004
-----------------------------	---------------------------------

- 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.

Zoning Approval		
Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM Date: 06/21/04	<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	<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

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

TO: Inspections Department
FROM: Jay Reynolds, Development Review Coordinator
DATE: March 7, 2005
RE: C. of O. for #25 Broadway; Carriage Lane Subdivision, Lot 18
(CBL) (ID)

After visiting the site, I have the following comments:

Site work incomplete:

1. Final Grading
2. Paving
3. Landscaping
4. Loam and Seed

I anticipate this work can be completed by **July 1, 2005**.
At this time, **I recommend issuing a temporary Certificate of Occupancy.**

Cc: Sarah Hopkins, Development Review Services Manager
Mike Nugent, Inspection Services Manager
File: Urban Insight

File: O:\plan\drc\broadway25a.doc

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

JB Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

Footing/Building Location Inspection: Prior to pouring concrete

Re-Bar Schedule Inspection: Prior to pouring concrete

Foundation Inspection: Prior to placing ANY backfill

Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling

Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

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

John A. G. [Signature] 7-8-04
Signature of Applicant/Designee Date
Deanne [Signature] 7/8/04
Signature of Inspections Official Date

CBL: 3416004 Building Permit #: 040966

OCT. 14. 2004 8:15AM
TO: RUFUS DEERING

MEGQUIER&JONES INC

NO. 564 P. 1/7

1156 Broadway
South Portland, Maine 04106
Phone (207) 799-8555
Fax (207) 767-2117
E-mail sstone@megjones.com



FAX

To: Mike Palero @ Rufus Deering Lumber **From:** Sam Stone

Fax: 772-6981 **Pages:** 7 Total

Phone: 772-6505 **Date:** October 14, 2004

Re: 25 Broadway, Portland, Maine **CC:** File

- Urgent**
- For Review**
- Please Comment**
- Please Reply**
- Please Recycle**

Mike,

The following is the information you asked for regarding the 3 steel beams we furnished for the residence at 25 Broadway in Portland. The materials we supplied conform to ASTM-A992.

I have included a copy of the floor plan we were furnished with, the calculations for the beams, our shop sketch, our purchase order to our vendor for the material and the mill test reports for the material.

Please feel free to contact me if you need any additional information.

Regards,

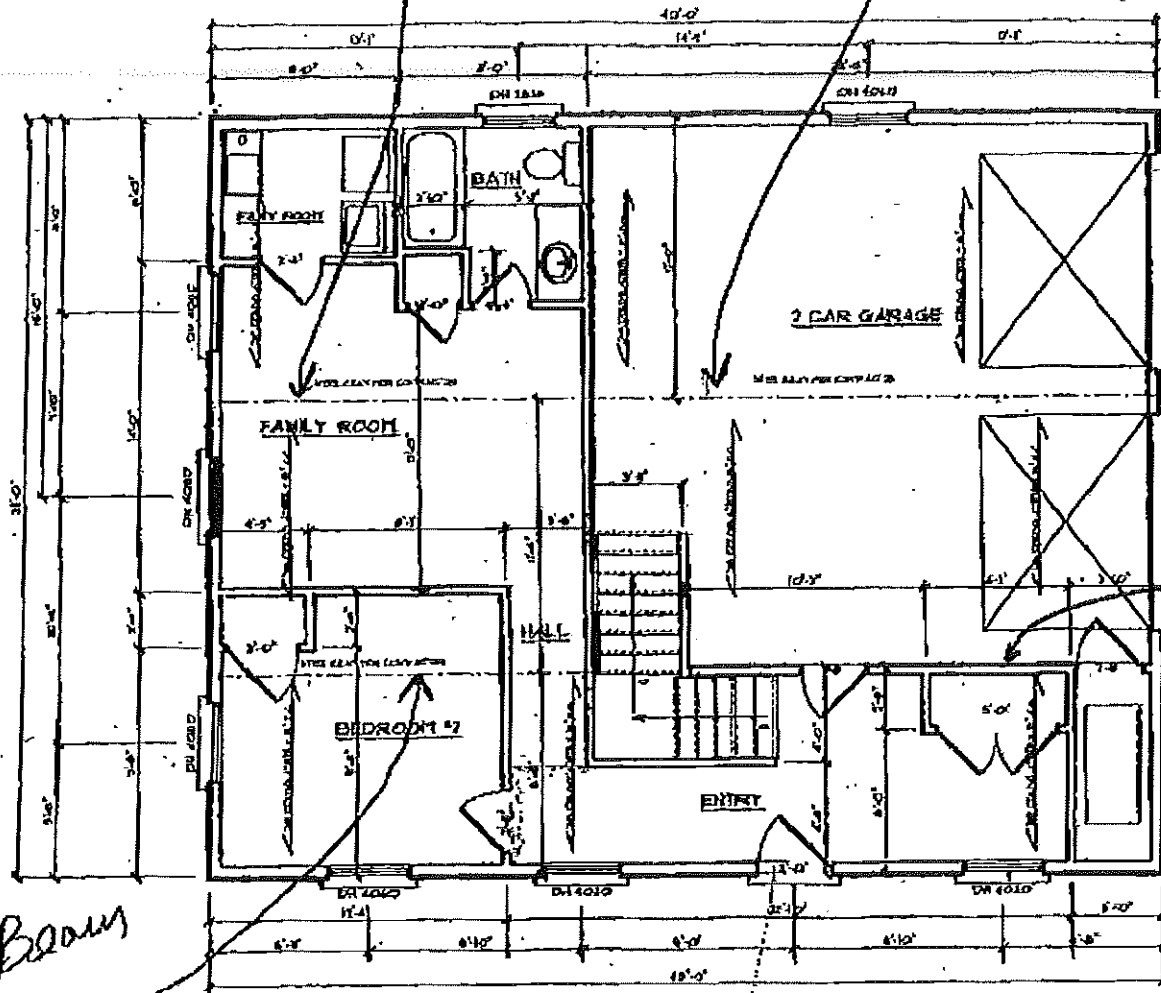
Sam

(B) Steel Beam

(B) Steel Beam

Steel Beam (A)

BEARING WALL



1ST FLOOR PLAN
SCALE 1/8" = 1'-0"

CUSTOMER NAME - RUFUS DEERING BEAM A 4/5/04

BEAM LENGTH= 24 FT.

UNIFORM LOAD= 700 #/FT.

MAXIMUM SHEAR= 8400 #

MAXIMUM MOMENT= 50400 FT.-#

ALLOWABLE DEFLECTION FOR L/360= .8 IN.

REQUIRED SECTION MODULUS= 27.49088 IN.3

WL2X30 IS OK

SECTION MODULUS= 38.6 IN.3

MOMENT OF INERTIA= 238 IN.4

MAXIMUM DEFLECTION= .7570953 IN.

CUSTOMER NAME - RUFUS DEERING BEAM B 4/5/04

BEAM LENGTH= 16 FT.

UNIFORM LOAD= 600 #/FT.

MAXIMUM SHEAR= 4800 #

MAXIMUM MOMENT= 19200 FT.-#

ALLOWABLE DEFLECTION FOR L/360= .5333334 IN.

REQUIRED SECTION MODULUS= 10.47272 IN.3

W8X18 IS OK

SECTION MODULUS= 15.2 IN.3

MOMENT OF INERTIA= 61.9 IN.4

MAXIMUM DEFLECTION= .4928617 IN.

OCT. 14. 2004 8:17AM MEGQUIER&JONES INC

NO. 564 P. 6/7

NUCOR STEEL - BERKELEY
P.O. Box 2259
Mt. Pleasant, S.C. 29464
Phone: (843) 336-6000

HILL TEST REPORT

steel service 00-011
R3824

3/23/04 10:08:58
100% MELTED AND MANUFACTURED IN THE USA
All beams produced by Nucor-Berkeley are cast and rolled to a fully killed and fine grain practice.

Sold To: STEEL SERVICE CENTER, INC.
P. O. BOX 439
LEWISTON, NE 04240

Ship To: STEEL SERVICE CENTER, INC.
BATES & HIGH STREETS
LEWISTON, NE 04240

Customer #: 984
Customer PO: 9369
B.O.L. #: 371247
Invoice #: 524285

SPECIFICATIONS: Tested in accordance with ASTM specification A6/A6M and A370.
AA SHTO : N270-36-00/H270-50-00
ASME : SA-36
ASTM : A992-03/A36-03A/A529-03-50/A572-03-50/A709-03-36/A709-03-50/A7
CSA : CSA-44W/B40.21-50W

push

Description	Heat# Grade(s) Test	Yield/ Tensile Ratio	Yield (PST) (MPa)	Tensile (PST) (MPa)	Elong %	C Cr	Mn Mo	P Sn Ca	S Al B	Si V N	Cu Ni Zr	Ni		CE1 CE2 Pcm	
												****	CT		
W12x30 040' 00.00'	2315118 A992-03	.78	66000 386	71500 493	24.91	.0690	.0980	.0090	.0179	.2120	.0950	.0500		.2400	
W310x44.5 012.1920m		.78	56200 387	72100 497	21.88	.0068	.0014	.0010	.0009	.0077	.0000	2.8443		.1346	
						4 Piece(s)									
W12x30 060' 00.00'	2400891 A992-03	.81	56600 383	68600 473	24.20	.0750	.0300	.0129	.0153	.1540	.1310	.0520		.2371	
W310x44.5 015.2400m		.80	56000 379	68600 473	24.09	.0370	.0100	.0059	.0003	.0027	.0287	.0000	3.4771	.1348	
						6 Piece(s)									

B Heat(s) for this MTR.

Elongation based on 8" (20.32cm) gauge length.
 $CI = 26.01Cu + 3.88Ni + 1.20Cr + 1.49Si + 17.26P - (7.29Cu * Ni) - (9.10Ni * P) - 33.39(Cu * Cu)$
 $Pcm = C + (Si/30) + (Mn/20) + (Cu/20) + (Ni/60) + (Cr/20) + (Mo/15) + (V/10) + 5B$
 $CE1 = C + (Mn/61) + ((Cr+Mo+V)/5) + ((Ni+Cu)/15)$
 $CE2 = C + ((Mn+Si)/6) + ((Cr+Mo+V+Cb)/5) + ((Ni+Cu)/15)$

I hereby certify that the contents of this report are accurate and correct. All test results and operations performed by the material manufacturer are in compliance with material specifications, and when designated by the Purchaser, meet applicable specifications.
**ENB

Bruce A. Work
Metallurgist

WFS X 18# - 70
 50 #377
 R3824

NUCOR STEEL - BERKELEY
 P.O. Box 2259
 Mt. Pleasant, S.C. 29464
 Phone: (843) 336-6000

HILL TEST REPORT

1/29/04 11:28:02

100% MELTED AND MANUFACTURED IN THE USA
 All beams produced by Nucor-Berkeley are cast and rolled to a fully killed and fine grain practice.

Sold To: STEEL SERVICE CENTER, INC.
 P. O. BOX 439

Ship To: STEEL SERVICE CENTER, INC.
 BAYRS & HIGH STREETS

LEWISTON, ME 04240

LEWISTON, ME 04240

Customer #: 984 - 1
 Customer PO: 9368
 B.O.L. #: 359467
 Invoice #: 505698

SPECIFICATIONS: Tested in accordance with ASTM specification A6/A6M and A370.

AASHTO : M270-36-00/M270-50-00

ASME : SA-36

ASTM : A992-03/A36-01A/A572-01-50/A709-01-36/A709-01-50

CSA : CSA-44W/G40.21-50W

PH

Description	Heat Grade(s) Test	Yield/ Tensile Ratio	Yield (PSI) (MPa)	Tensile (PSI) (MPa)	Klong %	C		Mn		P		S		Si		Cu		Ni		CEI	
						Cr	Pb	No	Si	Sn	Al	B	N	Nb	Se	CT	CE1	CE2	Pco		
W10x22.0 040' 00.00" A992-03	1316728	.82	55600	68200	28.90	.0730	.0320	.0085	.0204	.0260	.0940	.0300	.2287								
W250X32.7 012.1920m	A992-03	.81	55300	68000	27.50	.0260	.0150	.0037	.0016	.0020	.0299		.2723								
			381	469		.0051	.0012	.0002	.0008	.0060	.0000	2.7582	.1338								
			12 Piece(s)																		
W8X18 040' 00.00" A992-03	1316912	.78	51200	65600	29.61	.0680	.0970	.0091	.0150	.1650	.0810	.0300	.2351								
W200X26.6 012.1920m	A992-03	.77	50300	65400	28.64	.0310	.0160	.0036	.0023	.0040	.0147		.2655								
			347	451		.0091	.0014	.0005	.0008	.0072	.0000	2.4242	.1298								
			4 Piece(s)																		
W8X18 040' 00.00" A992-03	2318317	.78	51200	65500	28.05	.0620	.0290	.0153	.0206	.1920	.1040	.0350	.2199								
W200X26.6 012.1920m	A992-03	.79	51500	65200	28.09	.0320	.0170	.0044	.0013	.0031	.0151		.2549								
			355	450		.0043	.0015	.0002	.0004	.0060	.0000	3.0371	.1206								
			6 Piece(s)																		
W8X24 040' 00.00" A992-03	1319908	.78	55200	71000	25.60	.0700	.0860	.0122	.0282	.2240	.1310	.0470	.2297								
W200X35.9 012.1920m	A992-03	.79	55800	70400	24.80	.0460	.0180	.0070	.0014	.0035	.0262		.2723								
			385	485		.0050	.0017	.0005	.0004	.0060	.0000	3.5663	.1388								
			6 Piece(s)																		
W8X28 040' 00.00" A992-03	1319748	.79	51900	66100	26.99	.0690	.0030	.0055	.0294	.2250	.1050	.0300	.2218								
W200X41.7 012.1920m	A992-03	.79	52600	66300	26.30	.0300	.0170	.0052	.0010	.0029	.0264		.2646								
			363	457		.0058	.0015	.0000	.0006	.0063	.0000	2.9212	.1282								
			4 Piece(s)																		
W8X28 040' 00.00" A992-03	2319758	.79	52800	66500	27.23	.0650	.0800	.0080	.0250	.2150	.1100	.0340	.2319								
W200X41.7 012.1920m	A992-03	.79	52300	66300	26.54	.0320	.0180	.0050	.0010	.0030	.0290		.2735								
			361	457		.0070	.0020	.0001	.0004	.0078	.0000	3.0563	.1272								
			8 Piece(s)																		

P. 7/7

NO. 564

MEGGIER & JONES INC

8:17AM

OCT. 14. 2004

Rufus Deering Company

383 Commercial St.
P.O. Box 880
Portland, Me. 04104-0880
207/772-6505

Established 1854
Lumber/Building Materials
Email: lumber@rufusdeering.com

Tim Higgins,

Tim, these are the specs on
L.V.L.'s

Boop Shows 36' Wide Bldg., your
32' Calls for 2-11" x L.V.L.'s for
36' Bldg. (wide).

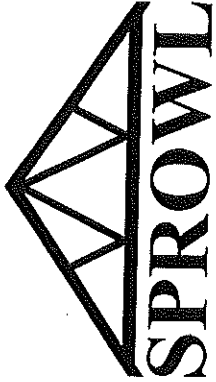
also book shows on east side.
your on Calle End.

Hope this is O.K.

Thanks
Mike Polano

P.S.

These are the L.V.L.'s used at
75 Broadway in Portland, Me.
Mike Polano



SPROWL BUILDING COMPONENTS, INC.
 P O Box 130, Searsmont, ME 04973-0130
 800-439-5211 207-342-5211
 Fax 207-342-5713

09/14/04

Shipping Order 68885

MIKE POLERO

PO# 32870

RUFUS DEERING COMPANY

JOB: Higgins

P.O. BOX 880

PORTLAND, ME 04104

(207) 772-6505

NOTES:

25 B Rodway

Portland,

Patrick Moylan

Roof Trusses

TELL-TCDL-SCLL-BDDL	STRESS INCR.
42.0,7.0,0.0,10.0	1.15

ROOF TRUSS SPACING: 24.0 IN. O.C. (TYP.)
 GABLE STUD SPACING: 24.0 IN.

PROFILE	QTY	PITCH		ID	TYPE	SPAN		CANTILEVER		OVERHANG		QTY SHIPPED	COUNTED BY
		TOP	BOT			FT-IN-16	TOP	BOT	LEFT	RIGHT	LEFT		
	19	6.00	0.00	A	MOD. QUEEN	34-00-00	01-00-00	2 X 4	2 X 4	01-00-00	01-00-00		
	2	6.00	0.00	B	GABLE	34-00-00		2 X 4	2 X 4				

Misc. Items

QTY	DESCRIPTION	QTY SHIPPED	COUNTED BY
1	Construction Drawings Book		
	Hours Crane Service		

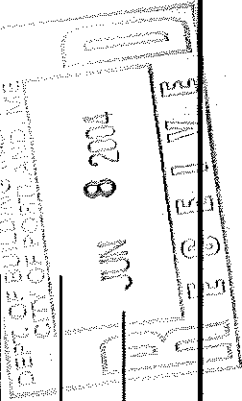
RECEIVED IN GOOD CONDITION BY:

DATE:

All Purpose 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>Lot 18, CARRIAGE LANE, PORTLAND.</u>	
Total Square Footage of Proposed Structure <u>2000 S.F.</u>	Square Footage of Lot <u>7494 S.F.</u>
Tax Assessor's Chart, Block & Lot Chart# <u>341</u> Block# <u>6</u> Lot# <u>004</u>	Owner: <u>Bano, Inc.</u>
Telephone: <u>838-5870</u>	Applicant name, address & telephone: <u>242 VERANDA St. Portland, ME 04103</u>
Cost Of Work: \$ <u>138,000</u> - Fee: \$ <u>1263.00</u>	Current use: <u>VACANT</u>
Current use: <u>VACANT</u>	if the location is currently vacant, what was prior use: <u>none</u>
Approximately how long has it been vacant: <u>338-00</u>	Proposed use: <u>Single Family</u>
Project description:	Contractor's name, address & telephone:
Who should we contact when the permit is ready: <u>Tim Higgins - 838-5870</u>	Who should we contact when the permit is ready: <u>Tim Higgins - 838-5870</u>
Mailing address:	Mailing address:



IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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 comply with all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the City Officials and their 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: Tim Higgins Date: MAY 24 2004
May-04-04

This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

Applicant: Tim Higgins

Date: 6/21/04

Address: Carnegie Lane (lot 18) C-B-L: 341-G-001A

CHECK-LIST AGAINST ZONING ORDINANCE

permit # 04-0766

Date - New Development

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - TO CONSTRUCT NEW SINGLE FAMILY DWELLING - ~~32' X 40'~~ ^{32' X 40'}

~~32' X 40'~~ DRIVE-IN MANICURE

Severage Disposal - City REAR DECK

Lot Street Frontage - 50' min - 75' scaled 10' X 12'

Front Yard - 25' min - 26' scaled

Rear Yard - 25' min - 32' scaled

TO NO LESS THAN 8'

Side Yard - 14' min - MAY REDUCE ONE SIDE IF FOR EVERY FOOT TAKEN OFF, IT IS ADDED TO THE OPPOSITE SIDE 11' & 23' SHOWN - OK

Projections - REAR DECK 10' X 12'

Width of Lot - 75' min - 75' scaled

Height - 35' MAX - 20.5' scaled

Lot Area - 6,500 sq ft min - 7494 sq ft

Lot Coverage / Impervious Surface - 25% or 1873.5 sq ft

Area per Family - 6,500 sq ft

32 X 40 = 1280
10 X 12 = 120
1400

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

Loading Bays - N/A

Site Plan - reviewed under original site plan # 2003-0004

Shoreland Zoning / Stream Protection - N/A

Flood Plains - Panel 7 Zone X

NO DAYLIGHT BASEMENT SHOWN FOR APPROVED

PURCHASE AND SALE AGREEMENT - LAND ONLY

October 9, 2002 Effective Date

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Timothy Higgins,
 (hereinafter called "Buyer") of Portland, ME
WA Inc,
Portland, ME
 and
 (hereinafter called "Seller") of

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of) the premises situated in municipality of Portland, County of Cumberland and described in deed(s) recorded at said County's State of Maine, located at 23-25 Broadway and described in deed(s) recorded at said County's Registry of Deeds Book(s) . 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 \$
 of which DEPOSIT \$
 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$
 will be paid by (date) October 23, 2002. The balance due amount of BALANCE DUE \$
 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: Dowd Properties ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 9, 2002 (date) 5:00 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 December 9, 2002 (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 Quit Claim Deed with Covenants 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 N/A). 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.

Rev. 2002 Page 1 of 4 - P&S-LO Buyer(s) Initials TH Seller(s) Initials

Dowd Properties 17 Westland Avenue, Portland ME 04102
 Phone: (207) 773-6250 Fax: (207) 773-0046

Printed with TrueForm™ by DC Computers 11-C-10475-0100-110 The Great Portland Township Election System Form 9/98/0100

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0766	Date Applied For: 06/09/2004	CBL: 341 G004001
Owner Name: Bono Inc	Owner Address: 242 Veranda St	Phone: () 838-5870
Business Name: Wa Inc	Contractor Name: PO Box 10127 Portland	Phone
Lessee/Buyer's Name:	Permit Type: Single Family	

Location of Construction: 0 Carriage Ln Lot 18	Owner Name: Bono Inc	Contractor Name: Wa Inc	Phone: Phone
Proposed Use: Single family home	Proposed Project Description: 32'x40' single family home w/garage		

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/21/2004
Note:

- 1) NO DAYLIGHT BASEMENT is being shown on your submittal. NO DAYLIGHT BASEMENT is being approved with this permit. **Ok to Issue:**
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. A 10' x 12' rear deck is being shown on your plans. A 10' x 12' rear deck is being approved with this permit.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) 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:** Approved **Reviewer:** Jeanine Bourke **Approval Date:** 07/08/2004
Note: 6/29/04 spoke w/ Tim H. About required submissions for, he will come in to make the changes on 7/1. **Ok to Issue:**
7/1 Tim H. Came in w/revisions, waiting for DRC approval

- 1) Separate permits are required for any electrical, plumbing, or heating.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 3) The design load spec sheet for any engineered beam(s) must be submitted to this office.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 07/06/2004
Note:

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions. **Ok to Issue:**
- 2) 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.
- 3) Your new street address is now#25 BROADWAY, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4) 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.
- 5) 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.

Dept: Planning **Status:** Approved **Reviewer:** Jay Reynolds **Approval Date:** 07/06/2004
Note: **Ok to Issue:**

Location of Construction: 0 Carriage Ln Lot 18	Owner Name: Bono Inc	Owner Address: 242 Veranda St	Phone: () 838-5870
Business Name:	Contractor Name: Wa Inc	Contractor Address: PO Box 10127 Portland	Phone:
Lessee/Buyer's Name:	Phone:	Permit Type: Single Family	

City of Portland, Maine - Building or Use Permit

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

Permit No:	04-0766	Date Applied For:	06/09/2004	CBL:	341 G004001
Owner Name:	242 Veranda St Phone: () 838-5870				
Contractor Name:	PO Box 10127 Portland Phone:				
Lessee/Buyer's Name:	Single Family				

Location of Construction:	0 Carriage Ln Lot 18				
Business Name:	Bono Inc				
Proposed Use:	Single family home				

Proposed Project Description:	32'x40' single family home w/garage				
-------------------------------	-------------------------------------	--	--	--	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/21/2004

Note:
1) NO DAYLIGHT BASEMENT is being shown on your submittal. NO DAYLIGHT BASEMENT is being approved with this permit.
2) Separate permits shall be required for future decks, sheds, pools, and/or garages. A 10' x 12' rear deck is being shown on your plans. A 10' x 12' rear deck is being approved with this permit.
3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
4) 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:** Approved **Reviewer:** Jeanine Bourke **Approval Date:** 07/08/2004

Note:
6/29/04 spoke w/ Tim H. About required submissions for, he will come in to make the changes on 7/1.
7/1 Tim H. Came in w/revisions, waiting for DRC approval
1) Separate permits are required for any electrical, plumbing, or heating.
2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
3) The design load spec sheet for any engineered beam(s) must be submitted to this office.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 07/06/2004

Note:
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 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.
3) Your new street address is now#25 BROADWAY, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
4) 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.
5) 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.

Dept: Planning **Status:** Approved **Reviewer:** Jay Reynolds **Approval Date:** 07/06/2004

Note: **Ok to Issue:**

Carridge Lane Lot #18 04-0766

341-6-4

Soil type/Presumptive Load Value (Table 401.4.1)	Plan Reviewer	Inspection/Date/Findings
STRUCUTRAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	24" x 24" x 12"	OK
Foundation Drainage Dampproofing (Section 406)	Frost wall	OK
Ventilation (Section 409.1) Crawls Space ONLY	N/A	OK
Anchor Bolts/Straps (Section 403.1.4)	?	OK
Tally Column Type, Spacing and footing sizes (Table 502.3.4(2))	N/A	OK
Built-Up Wood Center Girder Dimension/Type	N/A	OK
Sill/Band Joist Type & Dimensions	N/A	OK
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x8 16 o.c. Slab	OK
Second Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x8 16 o.c.	OK

Attic or additional Floor Joist Species 503.3.1(1) & Table 503.3.2(1)	N/A	OK
Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Trusses 12:6 24" o.c.	OK
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))		OK
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	3/4", 1/2" 5/8" H clips	OK
Fastener Schedule (Table 602.3(1) & (2))	?	OK
Private Garage Section 309 and Section 407 1999 BOCA Living Space? (Above or beside)	For local code also storage closet	OK
Fire separation Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	?	OK
Egress Windows (Section 310)	? 4060 Panadigm	OK agrees
Roof Covering (Chapter 9)	Asphalt	
Safety Glazing (Section 308)	? 1st bath ? No window 2nd Bath	OK
Attic Access (BOCA 1211.1)	?	OK
Draft Stopping around chimney	N/A	

See Chimney Summary Checklist

Deck: ?

OK

Plan Reviewer Signature	Smoke Detectors Location and type/Interconnected	Stairs Number of Stairways Interior Exterior Treads and Risers (Section 314) Width Headroom Guardrails and Handrails (Section 315)	Type of Heating System	Header Schedule
	?	2 2 #2 #2 10" 7 3/8" 3'6" scaled 6'8" min.	? Oil F/W	?
	OK	1 OK OK	OK Direct	OK

TABLE 1003.1
SUMMARY OF REQUIREMENTS FOR MASONRY FIREPLACES AND CHIMNEYS

ITEM	LETTER	REQUIREMENTS	
		Summary	See Section
Hearth and hearth extension thickness	A	4-inch minimum thickness for hearth. 2-inch minimum thickness for hearth extension. 8 inches for fireplace opening less than 6 square feet.	1003.9.1 1003.9.2
Hearth extension (each side of opening)	B	12 inches for fireplace opening greater than or equal to 6 square feet. 16 inches for fireplace opening less than 6 square feet.	1003.10
Hearth extension (front of opening)	C	20 inches for fireplace opening greater than or equal to 6 square feet.	1003.10
Hearth and hearth extension reinforcing	D	Reinforced to carry its own weight and all imposed loads. 20-inch minimum firebox depth.	1003.9
Firebox dimensions	E	12-inch minimum firebox depth for Fumford fireplaces.	1003.11
Thickness of wall of firebox	F	10 inches solid masonry or 8 inches where firebrick lining is used.	1003.5
Distance from top of opening to throat	G	8 inches minimum.	1003.7
Smoke chamber			
Wall thickness	H	6 inches lined; 8 inches unlined.	1003.8
Dimensions		Not taller than opening width; walls not inclined more than 45 degrees from vertical for prefabricated smoke chamber linings or 30 degrees from vertical for corbeled masonry.	1003.8.1
Chimney vertical reinforcing ^a	I	Four No. 4 full-length bars for chimney up to 40 inches wide. Add two No. 4 bars for each additional 40 inches or fraction of width, or for each additional flue.	1003.3.1
Chimney horizontal reinforcing ^a	J	1/4-inch ties at each 18 inches, and two ties at each bend in vertical steel.	1003.3.2
Fireplace lintel	K	Noncombustible material with 4-inch load-bearing length of each side of opening.	1003.7
Chimney walls with flue lining	L	4-inch-thick solid masonry with liner.	1001.7;
Effective flue area (based on area of fireplace opening and chimney)	M	1/2-inch gromt or airspace between liner and wall. See Section 1001.12.	1001.9 1001.12
Clearances			
From chimney	N	2 inches interior, 1 inch exterior.	1001.15
From fireplace		2 inches front, back or sides.	1003.12
Combustible trim or materials		6 inches from opening.	1003.13
Above roof Anchorage ^a		3 feet above roof penetration, 2 feet above part of structure within 10 feet.	1001.6
Strap		3/16 inch by 1 inch.	
Number	O	Two.	1003.4
Embedment into chimney		12 inches hooked around outer bar with 6-inch extension.	
Fasten to		Four joists.	
Bolts		Two 1/2-inch diameter.	
Footing			
Thickness	P	12-inch minimum.	1003.2
Width		6 inches each side of fireplace wall.	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 square foot = 0.0929 m², 1 degree = 0.01745 rad.

^a Required only in Seismic Zones 3 and 4.

From: Marge Schmuckal
To: Jay Reynolds
Date: Mon, Jun 21, 2004 2:17 PM
Subject: Re: lot #18 - single family

I will be sure that you get a copy of it - Tim Higgins was the applicant. Perhaps Jim did not explain to Mr Higgins the special nature in applying for this application.
Marge

>>> Jay Reynolds 06/21 1:12 PM >>>
Planning has not received lot 18.....

Getting a copy to Jay 6/21/04

>>> Marge Schmuckal 06/21/2004 11:54:50 AM >>>
Jay,

Zoning is OK on this single family (the only one in the R-3 zone). What is your status on this? I will pass it on for building code review. If there is any other reason (ownership - deeds) to hold it up. Let us know.

Thanks,
Marge

From: Marge Schmuckal
To: Jay Reynolds; Sarah Hopkins
Date: Mon, Jun 21, 2004 11:55 AM
Subject: lot #18 - single family

Jay,

Zoning is OK on this single family (the only one in the R-3 zone). What is your status on this? I will pass it on for building code review. If there is any other reason (ownership - deeds) to hold it up. Let us know.

Thanks,
Marge

CC: ALEX JAEGERMAN; Kandi Talbot; Lee Urban; PENNY...

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: <u>Complete survey including Topo and building footprint supplied by Buyer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	Seller	Seller
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
4. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. OTHER Purpose: <u>See Below</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7	_____	_____

Further specifications regarding any of the above: Easements, right of ways, encumbrances etc. to be reviewed and excepted by Buyer and Buyer's attorney within 7 days of effective date.

Business
THH *gr*

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-LO Buyer(s) Initials THH Seller(s) Initials gr

12. FINANCING: This Agreement is subject to Buyer obtaining an approved N/A % and amortized over a period of N/A mortgage of N/A % of the purchase price, at an interest rate not to exceed N/A 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 N/A 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 N/A 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 N/A points. Seller agrees to pay \$ N/A toward points and/or Buyer's closing costs.

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

Debra Dowd of Dowd Properties represents Seller
Listing Agent Agency

Debra Dowd of Dowd Properties represents Seller
Selling Agent Agency

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: _____ 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. 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-LO Buyer(s) Initials A.A.H. Seller(s) Initials DM

22. OTHER CONDITIONS: Seller to have all trash, debris and miscellaneous items removed from the lot prior to closing.

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.

Timothy Higgins
BUYER
Timothy Higgins

007-640346
SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is _____

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 *Timothy Higgins* day of October
SELLER
WA Inc

01-6463204
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is P.O. Box 10127, PostHoled, ME. 04104

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

Maine Association of REALTORS®/ Rev. 2002
All Rights Reserved.



Addendum to Agreement

Addendum to contract dated October 9, 2002

between WA One (hereinafter "Seller")



and Timothy Higgins (hereinafter "Buyer")

property 23-25 Broadway, Portland, ME 04103

Buyer and Seller agree to an extension based on

- 1 - Buyers deposit shall be reduced to \$500.00. To be held by Dowd Properties.
- 2 - Contract shall be extended through September 30, 2003 or 30 days from the date the Seller receives final subdivision approval from the City of Portland and delivers to the city proper guarantee documents for the subdivisions construction, whichever comes first.
- 3 - Any improvements to the lot as mandated for subdivision approval, including but not limited to sidewalk, curbing and bringing utilities to lot, shall be Sellers responsibility. Purchase price shall be increased by the actual costs paid by Seller for these improvements. Buyer, at his option may cancel contract if costs of improvements are not satisfactory to Buyer.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Buyer Timothy Higgins Date 1-13-03 Seller WA One Date 1-14-03

Buyer _____ Date _____ Seller _____ Date _____

Addendum to Agreement

Addendum to contract dated October 5, 2002
 between WA One (hereinafter "Seller")
 and Timothy Higgins (hereinafter "Buyer")
 property 23-28 Broadway, Portland, ME 04103

Buyer and Seller agree to an extension based on Sept 15 2004
 1 - Contract shall be extended through April 28, 2004 or 30 days from the date the Seller receives final subdivision approval from the City of Portland and delivers to the city proper guarantee documents for the subdivisions construction, whichever comes first.

2 - Any improvements to the lot as mandated for subdivision approval, including but not limited to sidewalk, curbing and bringing utilities to lot, shall be Sellers responsibility. Purchase price shall be increased by the actual costs paid by seller for these improvements. Buyer, on his option may cancel contract if costs of improvements are not satisfactory to Buyer.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Buyer Timothy Higgins 10/3/03 Date 10/3/03
 Seller [Signature] WA One Date 10/3/03

Buyer _____ Date _____
 Seller _____ Date _____