

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0666 Date Applied For: 05/25/2004 CBL: 341 G025001

Location of Construction: 18 Carriage Ln (lot #5)	Owner Name: Wa One	Owner Address: Po Box 10127
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland
Lessee/Buyer's Name	Phone:	Phone: (207) 772-8629

Proposed Use: Duplex on CBL 341-G-025 (Lot #5): Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks	Proposed Project Description: Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/24/2004
Note: **Ok to Issue:**

- 1) NO DAYLIGHT BASEMENT is being shown. NO DAYLIGHT BASEMENT is being approved with this submittal.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. NO REAR DECKS are being shown, only two rear 3' x 4' stoops each unit. NO REAR DECKS are being approved, only two rear 3' x 4' stoops.
- 3) This property shall remain a two (2) 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:** Tammy Munson **Approval Date:** 07/01/2004
Note: **Ok to Issue:**

- 1) As discussed, hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, on every level, and in a common area.
- 2) A copy of the chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 3) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 4) Separate permits are required for any electrical, plumbing, or heating.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 06/28/2004
Note: **Ok to Issue:**

- 1) the sprinkler system shall be installed in accordance with NFPA 13R

Dept: DRC **Status:** Pending **Reviewer:** Jay Reynolds **Approval Date:** **Ok to Issue:**

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. McDougall **Approval Date:** 01/22/2003
Note: **Ok to Issue:**

- 1) street name has to approved thru Jon Giles, engineering department

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Sebago Technic **Approval Date:** 02/24/2004
Note: **Ok to Issue:**

- 1) see Planning conditions

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL:
04-0666	05/25/2004	341 G025001

Location of Construction:		Owner Name:	Owner Address:
18 Carriage Ln (lot #5)		Wa One	Po Box 10127
Business Name:		Contractor Name:	Contractor Address:
		Dwight Brackett	84 Country Lane Portland
Lessee/Buyer's Name		Phone:	Permit Type:
			Duplex

Proposed Use:	Proposed Project Description:
Duplex on CBL 341-G-025 (Lot #5): Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks	Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks

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

Dept: DRC **Status:** Pending **Reviewer:** Jay Reynolds **Approval Date:** **Ok to Issue:**

Comments:

5/26/04-kwd: permit fee miscalculated, owes us \$30.00. Kwd

5/27/04-kwd: received payment. Kwd

Location of Construction: 18 Carriage Ln (lot #5)	Owner Name: Wa One	Owner Address: Po Box 10127	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: (207) 772-8629
Lessee/Buyer's Name:	Phone:	Permit Type: Duplex	

Dept: Planning Status: Approved with Conditions Reviewer: Kandi Talbot Approval Date: 02/24/2004

Note:

Ok to Issue:

- 1) xii. that the developer shall submit a performance guarantee for each lot's development, which will include driveways, landscaping and erosion control, in addition to the performance guarantee which will be required for the development of the subdivision including roadway, stormwater management, lighting, etc.
- 2) xi. that a typical lot deed showing the 10 ft. wide drainage easement language shall be submitted to Corporation Counsel for review and approval. All required easements to the City shall be executed and provided to the City prior to issuance of the first building certificate of occupancy.
- 3) x. that the developer deed Lot 13 to the City at the time of the submission of the performance guarantees, which deed shall be accepted by the City Council as a public park. Additionally, the developer shall contribute \$7,500.00 to the Department of Parks and Recreation to install such playground equipment as they deem appropriate.
- 4) ix. that the landscape plan be revised to show minimum areas for foundation plantings. The plans shall also be revised to increase the esplanade on the easterly side of Carriage Lane, between the street pavement and sidewalk to a 6 ft. width and install the street trees within this esplanade. The landscape plan shall be reviewed and approved by the City Arborist prior to establishment of performance guarantees.
- 5) viii. A drainage maintenance agreement shall be provided to the City for the drainage easement areas shown on Lots 15 and 17 as shown on the plans, including specifically Drawing No. 4A and 6.
- 6) vii. the applicant shall provide an easement (from the owner of Lot 22 of the Maggie Lane Subdivision) for a 10 ft. public pedestrian easement to and across the existing sidewalk located on Lot 22 of the Maggie Lane Subdivision to the current northerly terminus of "Maggie Lane" as a public street.
- 7) vi. that Bono Inc. d/b/a Broadway Development, Inc. contribute \$5,000 towards the City's CSO effort to remove the storm drain culvert connection into the sanitary sewer in Forest Avenue near Avalon Road prior to issuance of a building permit. If the separation of the downstream culvert does not take place within five (5) years of the date of approval of the subdivision plan, then the money shall be returned to the Developer.
- 8) v. that the plans be revised to address Public Works' memo dated February 20, 2004 regarding street monuments, construction specifications and sewer manhole #3, and shall be reviewed and approved by Public Works.
- 9) iv. That Bono Inc. D/b/a Broadway Development Inc. Execute a 10 ft. Wide public pedestrian easement acceptable to Corporation Counsel, prior to issuance of the first building permit and to construct a 5 ft. Paved walking path from the proposed sidewalk on Carriage Lane to the existing Lot 22 Maggie Lane sidewalk, prior to issuance of the first certificate of occupancy. The plans shall be revised to show a painted crosswalk over the parking pavement and a walkway along the easterly edge of the parking lot on Lot 12.
- 10) iii. That the applicant revise the plans to reflect the comments listed in Section IV - Staff Review of Planning Report #2-04, to be reviewed and approved by staff.
- 11) ii. The applicant's request for a sidewalk waiver on the westerly side of the roadway be granted, subject to the condition that a sidewalk connecting between Lot #13 and the Maggie Lane foot path be provided (to the extent this sidewalk connection is outside of the public right of way the City shall be granted an easement for such area.)
- 12) i. That the plans be revised in accordance with the DRC's memo dated February 19, 2004 regarding certification of design, snow removal, as-built plans, and foundation drain laterals, to be reviewed and approved by the DRC.

Comments:

5/26/04-kwd: permit fee miscalculated, owes us \$30.00. Kwd

5/27/04-kwd: received payment. Kwd

04-0666

All Purpose Building Permit Application

If you or the property owner owns 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>CARRIAGE LANE</u>		Square Footage of Lot	<u>7130 SQ. FT.</u>
Total Square Footage of Proposed Structure	<u>2040</u>	Owner: <u>D.A. BIRACKETT & CO., INC.</u>	Telephone: <u>772-8629</u>
Tax Assessor's Chart, Block & Lot Chart# <u>341</u> Block# <u>G 125</u> Lot# <u>5</u>		Applicant name, address & telephone: <u>DWIGHT BIRACKETT</u> <u>84 COUNTRY LANE</u> <u>PORTLAND, ME 04103</u>	Cost Of Work: \$ <u>135000</u> Fee: \$

Current use: MULTI UNIT

If the location is currently vacant, what was prior use: VACANT LAND

Approximately how long has it been vacant: _____

Proposed use: MULTI UNIT - 2 UNIT

Project description: 3034 2 UNIT - 2 STORY

Contractor's name, address & telephone: _____

Who should we contact when the permit is ready: DWIGHT BIRACKETT
Mailing address: 84 COUNTRY LANE
PORTLAND ME 04103

We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: _____

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.

DEPT. OF BUILDING INSPECTION
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: Shirley Birackett Date: 5/20/04

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: Dought Bucket

Date: 6/24/04

Address: #10A & B Gamma Lane (at #5)

C-B-L: 341-G-025

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Den.

Permit # 04-0666

Zone Location - R-5 Zone

Interior or corner lot -

Proposed Use/Work - to construct 30' x 40' 2 unit with front entry ^{4' x 9'}
AM 2 rear stoops on by 3' x 4' ^{4' x 9'}
NO REAR DECKS
NO GARAGE

Severge Disposal - City

Lot Street Frontage - 50' - 61.5' Scaled

Front Yard - 20' min - 26' Scaled

Rear Yard - 20' min - 42' Scaled

Side Yard - 12' min - can reduce one side to no less than 8' if front foot taken off on one side, it shall be added to the other side 8'! 24' shown
2-story
Projections - small rear ^{3' x 4'} & front ^{4' x 9'} entry stoops - No rear bulkheads

Width of Lot - 60' min -

Height - 35' MAX - 23' Scaled

Lot Area - 6,000 sq ft 7,130 sq ft

Lot Coverage Impervious Surface - 40% MAX of 2852 sq ft

Area per Family - 3,000 sq ft / fam of 6,000 sq ft

Off-street Parking - 2 per unit of 4 pkg spaces reg - 4 spaces shown

Loading Bays - N/A

Site plan is reviewed under
who's jurisdiction 2003-0004

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 7 - Zone X

OK 30' x 40' = 1200 sq ft
2(3 x 4) = 24
4 x 9 = 36
1260 sq ft

30
24
62

No Day Light Basement

#18 A-53 Carriage Ln.

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0666	Issue Date:	CEL: 341-G-025 342-A014001
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Location of Construction: Carriage Lane (Lot #5)	Owner Name: C.G.B. Properties LLC	Owner Address: 84 Country Lane	Phone: 207-772-8629
Business Name:	Contractor Name: Dwight Brackett	Contractor Address: 84 Country Lane Portland	Phone: 2077728629
Lessee/Buyer's Name:	Phone:	Permit Type: Duplex	Zone:

Past Use: Vacant Land	Proposed Use: Duplex on CBL 341-G-025 (Lot #5): Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks	Permit Fee: \$1,311.00	Cost of Work: \$135,000.00	CEO District: 5
Proposed Project Description: Build 30' x 34' two-story duplex w/2 bulkheads, no garages, no decks	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:		

Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Date Applied For: 05/25/2004	Signature:

Permit Taken By: kwd	Date Applied For: 05/25/2004	Zoning Approval		
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.</p>	Special Zone or Reviews	Zoning Appeal	Historic Preservation	
	<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<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 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:	Date:	Date:	

CERTIFICATION

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

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

From: Jay Reynolds
To: Doug Reynolds; James Wolf
Date: Thu, Jun 3, 2004 9:18 AM
Subject: Lot 5, Carriage Lane Review

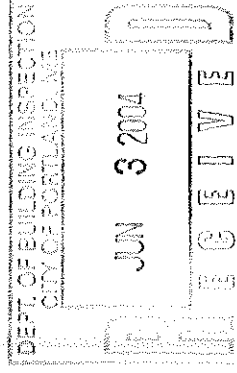
Doug, Jim:

Comments: SAME AS LOT 4

1. There is some question whether sufficient right, title, and interest has been provided by Dwight Brackett, the applicant. I will defer to our legal dept. on this item.
2. It was brought to my attention that the elevation of the bulkheads may be an issue. Being that the elevation is approx. 1.5 feet lower than the top of foundation, either the lot grading or the finish floor elevation may be unattainable. Please elaborate.
3. The entry ways don't match on the Building elevations and Site plan.
4. The zoning administrator indicated that the rear steps should be shown on the site plan.
5. Please label the 20' rear setback as the 20' undisturb buffer (as labeled on the subdivision approval).
6. There is a note that says "existing contour prior to construction", which points to contours in the undisturb zone. Being that no changes are allowed in this area, I'm uncertain of the need for this note. Please remove.
7. There is silt fence on the upper part of the lot. I'm unsure how purposeful this will be. Perhaps along the front of the lot (lower) would be more applicable.
8. "3 white pines by roadway developer" note is wrong. These are guaranteed under the site performance guarantee under lot 3. Please correct or remove note.

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

CC: Sarah Hopkins



COPY

PURCHASE AND SALE AGREEMENT

MARCH 23 2004

MARCH 23 2004 Effective Date

Effective Date is defined in Paragraph 24 of this Agreement

PARTIES This Agreement is made between W.A. ONE FLY A Maine Corporation (hereinafter called "Buyer") of Portland, ME and CFB Properties, Maine (hereinafter called "Seller")

DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (a) part of () the premises situated in municipality of Portland County of Cumberland State of Maine, located at 19 Maggie Lane - 25 Maggie Lane and described in deed(s) recorded at said County Registry of Deeds Book(s) 16695 Page(s) 159. If "part of" see Other Conditions (paragraph 26) for encumbrances.

FIXTURES The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades, blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following: All Seller represents that all mechanical components of fixtures will be operational at the time of closing except:

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost: as a condition with no warranties: Co Stoves, Co Refrigerators, Co Dishwashers, All items owned by seller located within east unit Seller represents that such items shall be operational at the time of closing, except:

CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ DEPOSIT \$ is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by (date) BALANCE DUE \$ The balance due amount of ...

is to be paid by verified check upon delivery of the Deed. Exhibit A paragraph 26. This Purchase and Sale Agreement is subject to the following conditions:

EARNEST MONEY/ACCEPTANCE: ("Agency") shall hold said earnest money until closing; this offer shall be valid until 5:10 PM ; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title accepted 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 03-27-2004 (closing date) or before, if agreed in writing by both parties.

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.

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

Page 1 of 4 - P&S Buyer(s) Initials Seller(s) Initials RECEIVED MAY 27 2004

5:10 PM CFB

5/27/04 M P.

15,200.4

COPY

PURCHASE AND SALE AGREEMENT

March 23 2004

March 23 2004

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2 DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (a) [X] part of [] the premises situated in municipality of Portland County of Cumberland State of Maine, located at 19 Maguire Lane - 25 Maguire Lane and described in deed(s) recorded at said County Registry of Deeds Book(s) 16485 15476 Page(s) 159 61. If "part of" see Other Conditions (paragraph 26) for explanation.

3 FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows shades and/or blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following: All Seller represents that all mechanical components of fixtures will be operational at the time of closing except:

4 PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost. It is a condition with no warranties: Co Stoves, Co Refrigerators, Co Dishwashers, All items owned by seller located within each unit. Seller represents that such items shall be operational at the time of closing, except:

5 CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ DEPOSIT \$ is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by (date) BALANCE DUE \$ is to be paid by certified or bank check upon delivery of the Deed. Exhibit A paragraph 26. This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: [] AM [] PM ; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer and act as escrow agent until closing; this offer shall be valid until [] ("Agency") shall hold said earnest money. 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 receive reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title applies to the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 27, 2004 (closing date) or before, if agreed in writing by both parties. 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.

8 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.

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

5-10-04 TRB

Buyer(s) Initials: Seller(s) Initials:

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

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

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

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

TYPE OF INSPECTION		YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION		YES	NO	RESULTS REPORTED TO SELLER
a.	General Building	<input checked="" type="checkbox"/>		Within _____ days	j.	Other Air Tests			Within _____ days
b.	Environmental Scan	<input checked="" type="checkbox"/>		Within _____ days	k.	Mold			Within _____ days
c.	Sewage Disposal	<input checked="" type="checkbox"/>		Within _____ days	l.	Lead Paint			Within _____ days
d.	Water Quality	<input checked="" type="checkbox"/>		Within _____ days	m.	Pests			Within _____ days
e.	Water Quantity	<input checked="" type="checkbox"/>		Within _____ days	n.	Pool			Within _____ days
f.	Radon Water Quality	<input checked="" type="checkbox"/>		Within _____ days	o.	Zoning			Within _____ days
g.	Other Water Tests	<input checked="" type="checkbox"/>		Within _____ days	p.	Code Conformance			Within _____ days
h.	Radon Air Quality	<input checked="" type="checkbox"/>		Within _____ days	q.	Other			Within _____ days
i.	Asbestos Air Quality	<input checked="" type="checkbox"/>		Within _____ days					

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

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

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

- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.
- 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.
- 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.
- 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.
- Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

Page 2 of 4 - P&S Buyer(s) Initials _____ Seller(s) Initials _____

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

AA of _____ Agency _____ represents _____
Listing Agent
AA of _____ Agency _____ represents _____
Selling Agent

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

17. MEDIATION: 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 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.

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

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

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

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

22. ADDENDA: Lead Paint - Yes No Other - Yes No
Explain _____

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

24. 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.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

OTHER CONDITIONS: _____
_____ AA _____
_____ Seller(s) Initials _____
_____ Buyer(s) Initials _____
_____ Seller(s) Initials _____

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

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

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

[Signature]
BUYER

SS# OR TAXPAYER ID#

[Signature]
BUYER

SS# OR TAXPAYER ID#

For WA ONE INC
BUYER'S Mailing address is PO Box 10127 Bethel ME 04901

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

SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is 84 COUNTRY LANE - PORTLAND ME 04103

Offer reviewed and refused on _____, _____, _____ SELLER

SELLER

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

BUYER _____ DATE

SELLER

BUYER _____ DATE

SELLER



EXHIBIT A

Paragraph 26

and 5th Ave

Purchase of part of a 1031 like kind exchange. Buyer shall satisfy purchase price of [redacted] by deed on Carriage Lane (lots 3 thru 10 inclusive and lot 14) and paying [redacted] in cash or certified funds less any prorations and costs of closing.

Paragraph 27

Seller shall escrow with Buyer a performance guarantee for site improvements on each lot in an amount equal to that Buyer is required to give City. Terms of said guarantee shall be consistent with those conditioned by City on Buyer.

Paragraph 28

Buyer shall deed lots by Warranty Deed.

Paragraph 29

Buyer shall provide Seller with site trees which shall be installed by Seller to the satisfaction of the City of Portland.

Paragraph 30

Prior to closing all conditions allowing for building permits outlined in a letter dated February 26, 2004 from the City of Portland to Bono, Inc. d/b/a Broadway Development shall be satisfied by Buyer (See Exhibit B)

Paragraph 31

Seller shall be responsible for obtaining a permanent Certificate of Occupancy for 19 and 25 Maggie Lane.

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Exh. b. + B.

February 26, 2004

Mr. James Wolf
Bono Inc. d/b/a Broadway Development
P.O. Box 10122
Portland, ME 04104

RE: Carriage Lane Development
ID #2003-0004, CBL #341-G-006

Dear Mr. Wolf:

On February 24, 2004 the Portland Planning Board voted unanimously (5-0, Anton, Silk absent) on the following motions regarding the Carriage Lane subdivision:

1. That the plan is in conformance with the stormwater regulations of the DEP with the following condition:
 - i. that the plans be revised in accordance with the DRC's memo dated February 19, 2004 regarding certification of design, snow removal, as-built plans, and foundation drain laterals, to be reviewed and approved by the DRC.
2. That the applicant's request for a sidewalk waiver on the westerly side of the roadway be granted, subject to the condition that a sidewalk connecting between Lot #13 and the Maggie Lane foot path be provided (to the extent this sidewalk connection is outside of the public right of way the City shall be granted an easement for such area).
3. That the plan is in conformance with the Subdivision Review Ordinance of the City Land Use Code with the following conditions:
 - i. that the applicant revise the plans to reflect the comments listed in Section IV - Staff Review of Planning Report #2-04, to be reviewed and approved by staff.
 - ii. that Bono Inc. d/b/a Broadway Development, Inc. execute a 10 ft. wide public pedestrian easement acceptable to Corporation Counsel, prior to issuance of the first building permit and construct a 5 ft. paved walking path from the proposed sidewalk on Carriage Lane to the existing Lot 22 Maggie Lane sidewalk, prior to issuance of the first certificate of occupancy. The plans shall be revised to show a painted crosswalk over the parking pavement and a walkway along the easterly edge of the parking lot on Lot 12.

GR

- iii. that the plans be revised to address Public Works' memo dated February 20, 2004 regarding street monuments, construction specifications and sewer manhole #3, and shall be reviewed and approved by Public Works.
 - iv. that Bono Inc. d/b/a Broadway Development, Inc. contribute \$5,000 towards the City's CSO effort to remove the storm drain culvert connection into the sanitary sewer in Forest Avenue near Avalon Road prior to issuance of a building permit. If the separation of the downstream culvert does not take place within five (5) years of the date of approval of the subdivision plan, then the money shall be returned to the Developer.
 - v. that the plans be revised in accordance with the DRC's memo dated February 19, 2004 regarding certification of design, snow removal, as-built plans, and foundation drain laterals, to be reviewed and approved by the DRC.
 - vi. the applicant shall provide an easement (from the owner of Lot 22 of the Maggie Lane Subdivision) for a 10 ft. public pedestrian easement to and across the existing sidewalk located on Lot 22 of the Maggie Lane Subdivision to the current northerly terminus of "Maggie Lane" as a public street.
 - vii. A drainage maintenance agreement shall be provided to the City for the drainage easement areas shown on Lots 15 and 17 as shown on the plans, including specifically Drawing No. 4A and 6.
4. That the plan is in conformance with the Site Plan Standards of the Land Use Code with the following conditions:
- i. that the landscape plan be revised to show minimum areas for foundation plantings. The plans shall also be revised to increase the esplanade on the easterly side of Carriage Lane, between the street pavement and sidewalk to a 6 ft. width and install the street trees within this esplanade. The landscape plan shall be reviewed and approved by the City Arborist prior to establishment of performance guarantees.
 - ii. that the developer deed Lot 13 to the City at the time of the submission of the performance guarantees, which deed shall be accepted by the City Council as a public park. Additionally, the developer shall contribute \$7,500.00 to the Department of Parks and Recreation to install such playground equipment as they deem appropriate.
 - iii. that a typical lot deed showing the 10 ft. wide drainage easement language shall be submitted to Corporation Counsel for review and approval. All required easements to the City shall be executed and provided to the City prior to issuance of the first building certificate of occupancy.
 - iv. that the developer shall submit a performance guarantee for each lot's development which will include driveways, landscaping and erosion control, in addition to the performance guarantee which will be required for the development of the subdivision including roadway, stormwater management, lighting, etc.

The approval is based on the submitted plan and the findings related to DEP stormwater regulations. subdivision and site plan review standards as contained in Planning Board #2-04, which is attached.



Please note the following provisions and requirements for all subdivision approvals:

1. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in electronic form, the applicant shall submit any available electronic CADD, DXF files with the final plans."
2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount must be submitted to and approved by the Planning Division and Public works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions regarding the Board's actions, please contact Kandice Talbot at 874-8901.

Sincerely,

Orlando Delogu, Chair
Portland Planning Board

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cc: Lee D. Urban, Planning and Development Department Director
Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
Kandice Talbot, Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Karen Dunfey, Inspections
Michael Bobinsky, Public Works Director
Traffic Division
Tony Lombardo, Project Engineer
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Don Hall, Appraiser, Assessor's Office
Approval Letter File

BROADWAY DEVELOPMENT
P.O. BOX 10127
PORTLAND, ME 04104
TEL. 207-773-4988
FAX 207-773-6875

March 23, 2004

Dwight Brackett
C/o C.G.B. Properties LLC
84 Country Lane
Portland, ME 04103

Dear Dwight:

The purpose of this letter is to grant permission for C.G.B. Properties LLC to make application for building permits for lots 3-10 and 14 located in the Carriage Lane Subdivision. All such applications are at the sole cost of C.G.B. It should be noted that the City of Portland will not release said permits until all conditions of the approval for subdivision and site plan are met as outlined in the attached letter from Portland to Broadway Development.

If you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,



James M. Wolf

JMW/jmy

Email = jmw1@maine.rr.com

Lot ~~5~~ Carriage
#5

Dwight @ 772-8629

Permit # ~~04-0666~~
04-0666

Component	Plan Reviewer	Inspection/Date/Findings
Soil type/Presumptive Load Value (Table 401.4.1)		
STRUCTURAL		
Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	OK Shows 8'-7 1/2"	Went over w/ Dwight
Foundation Drainage Damp proofing (Section 406)	OK Note #1 sheet A2	Shows drainage - Need filter fabric
Ventilation (Section 409.1) Crawls Space ONLY	N/A	
Anchor Bolts/Straps (Section 403.1.4)	5/8" @ 3'0" - OK	
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	OK - 3-2x10's - 5 1/2' largest span	
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	OK ↗	
Sill/Band Joist Type & Dimensions	2x BPT - OK	
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	5 2x10's - 16'0"	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	2x10's - 16'0"	Can't verify Must be more than

Ⓢ

OK
N/A

OK - 3-2x8's
under bearing walls
Need new drawing

Chert. loc - 10" MAX

Can't verify
Must be more than

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Trussed	OK
Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	"	"
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	OK	
Fastener Schedule (Table 602.3(1) & (2))		
Private Garage Section 309 and Section 407 1999 BOCA) Living Space ? (Above or beside)	N/A	
Fire separation		
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	Separating wall - went over w/ Dwight - going from bsmt to Ridge w/ 1 hour wall	
Egress Windows (Section 310)	OK	
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	OK shows Temp in baths	
Attic Access (BOCA 1211.1)	Size ? 22" x 30" Min - went over w/ Dwight	
Draft Stopping around chimney	OK	

2

3

Header Schedule	OK	
Type of Heating System	Furnace into interior Block chimney	
Stairs		
Number of Stairways		
Interior 4		
Exterior		
Treads and Risers (Section 314)	OK 10" T + 7 1/2" to 7 3/4" Rise - OK	
Width	3-6 finished - OK	
Headroom	6'-8" OK	
Guardrails and Handrails (Section 315)	Enclosed stairs - handrail detail OK	
Smoke Detectors Location and type/Interconnected	Not shown -	Went over w/ Dwight OK
Plan Reviewer Signature		

See Chimney Summary Checklist

(B) Fire wall -
OK - going to Ridge

(6) Sprinklers?
will get States +
LT Mac Approval

(7) Framing of
front ~~overhang~~
Porch
Roof