

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number 091196

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

This is to certify that SHERIDAN STREET LLC /Greg Shinberg

has permission to Change of use eliminate condo unit 302 - add stair down from unit 401 to unit 302 remove kitchen/ move bath/ el

AT 135 SHERIDAN ST 401 CBL 013 K002401

NOV 12 2009

City of Portland

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. R. Gauthier

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 09-1196	Issue Date:	CBL: 013 K002401
-----------------------	-------------	---------------------

Location of Construction: 135 SHERIDAN ST 401	Owner Name: SHERIDAN STREET LLC	Owner Address: 477 CONGRESS ST 1012	Phone:
Business Name:	Contractor Name: Greg Shinberg	Contractor Address: 477 Congress Street, Suite 1012 Portland	Phone 2076537510
Lessee/Buyer's Name Sandra & David Whiston	Phone:	Permit Type: Change of Use - Dwellings	Zone: C-4b

Past Use: 21 Single Family Condominiums	Proposed Use: 19 condominiums - Change of use - eliminate condo unit 302 - add stair down from unit 401 to unit 302 remove kitchen/ move bath/eliminate unit 302	Permit Fee: \$385.00	Cost of Work: \$28,560.00	CEO District: 1
--	---	-------------------------	------------------------------	--------------------

Proposed Project Description: Change of use eliminate condo unit 302 - add stair down from unit 401 to unit 302 remove kitchen/ move bath/ eliminate unit 302	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>*See Conditions</i>	INSPECTION: Use Group: <i>R-2</i> Type: <i>SA</i> <i>IBC 2003</i>
	Signature: <i>R6</i>	Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: Ldobson	Date Applied For: 10/23/2009	Zoning Approval
-----------------------------	---------------------------------	------------------------

<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <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"/> <i>Ok w/ conditions</i> Date: <i>10/23/09</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>[Signature]</i> Date:
---	--	---	--

PERMIT ISSUED

NOV 12 2009

City of Portland

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

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

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.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

 X 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.



Signature of Applicant/Designee

 11/12/09
Date



Signature of Inspections Official

 11. 12. 09
Date

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-1196	Date Applied For: 10/23/2009	CBL: 013 K002401
-----------------------	---------------------------------	---------------------

Location of Construction: 135 SHERIDAN ST 401	Owner Name: SHERIDAN STREET LLC	Owner Address: 477 CONGRESS ST 1012	Phone:
Business Name:	Contractor Name: Greg Shinberg	Contractor Address: 477Congress Street,Suite 1012 Portlan	Phone (207) 653-7510
Lessee/Buyer's Name Sandra & David Whiston	Phone:	Permit Type: Change of Use - Dwellings	

Proposed Use: 19 condominiums - Change of use - eliminate condo unit 302 - add stair down from unit 401 to unit 302 remove kitchen/ move bath/eliminate unit 302	Proposed Project Description: Change of use eliminate condo unit 302 - add stair down from unit 401 to unit 302 remove kitchen/ move bath/ eliminate unit 302
---	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 10/29/2009

Note: Met with Greg Shinberg. Purchase and sales agreement shows Sandra & David Whiston as the buyers of unit 401 and a portion of unit 302. **Ok to Issue:**

This permit is combining unit 401 with a major portion of unit 302. To build the connecting stairway between the two units, unit 401 is expanding into a portion of unit 402. The remaining portion of unit 302 will be combined with either unit 301 or unit 303 under a future permit.

- 1) With the issuance of this permit and permit #09-1195 and the certificates of occupancy for the two permits, the use of the property will be nineteen (19) residential condominiums. Any change of use shall require a separate permit application for review and approval.
- 2) 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 with Conditions **Reviewer:** Tammy Munson **Approval Date:** 11/10/2009

Note: **Ok to Issue:**

- 1) As discussed, all systems requiring separation (fire alarm, electrical, sprinkler) due to the combining of units must be addressed.
- 2) All penetrations between dwelling units and dwelling units and common areas shall be protected with approved firestop materials, and recessed lighting/vent fixtures shall not reduce the (1 hour) required rating per Sec. 712 of IBC
- 3) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 11/04/2009

Note: **Ok to Issue:**

- 1) Fire Alarm system shall be maintained.
If system is to be off line over 4 hours a fire watch shall be in place.
Dispatch notification required 874-8576.
- 2) No means of egress shall be affected by this renovation
- 3) Two means of egress are required from every story. "State Law Title 25 ~ 2453"
- 4) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance.
Compliance letters are required.
- 5) The entire structure shall comply with NFPA 101 "Existing Apartments"
Compliance shall be insured prior to the issuance of a Certificate of Occupancy.
- 6) The fire alarm system shall comply with NFPA 72 and Fire Department Technical Standard. A compliance letter is required.
- 7) Installation of a Fire Alarm system requires a Knox Box to be installed per city ordinance
- 8) All construction shall comply with NFPA 101
- 9) All smoke detectors and smoke alarms shall be photoelectric. Carbon Monoxide detectors are required in the dwelling units by State law.

Location of Construction: 135 SHERIDAN ST 401	Owner Name: SHERIDAN STREET LLC	Owner Address: 477 CONGRESS ST 1012	Phone:
Business Name:	Contractor Name: Greg Shinberg	Contractor Address: 477Congress Street,Suite 1012 Portlan	Phone (207) 653-7510
Lessee/Buyer's Name Sandra & David Whiston	Phone:	Permit Type: Change of Use - Dwellings	



Residential Additions/Alterations Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

The Maine Home Construction Contracts Act requires that any home construction or repair work for more than \$3000. in materials or labor must be based on a written contract unless the parties agree to exempt themselves. A sample contract is available on the City's website at www.portlandmaine.gov, in the Inspection Office, Room 315 of Portland City Hall or call (207)874-8703 to have one mailed to you.

One (1) complete set of construction drawings must include:

- Cross sections w/framing details *SEE EXISTING PLANS ON FILE*
- Floor plans and elevations existing & proposed
- Detail removal of all partitions & any new structural beams
- Detail any new walls or permanent partitions
- Stair details including dimensions of: rise/run, head room, guards/handrails, baluster spacing *NA*
- Window and door schedules
- Foundation plans w/required drainage and damp proofing (if applicable)
- Detail egress requirements and fire separation/sound transmission ratings (if applicable)
- Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IECC 2003
- Deck construction including: pier layout, framing, fastenings, guards, stair dimensions
- Reduced plans or electronic files in pdf format are required if originals are larger than 11" x 17"
- Proof of ownership is required if it is inconsistent with the assessors records

Separate permits are required for internal & external plumbing, HVAC, and electrical installations.

If there are any additions to the footprint or volume of the structure, any new or rebuilt structures or, accessory detached structures a plot plan is required. A plot must include:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance from the actual property lines. Structures include decks, porches; bow windows, cantilever sections and roof overhangs, sheds, pools, garages and any other accessory structures must be shown with dimensions if not to scale.
- Location and dimensions of parking areas and driveways
- A change of use may require a site plan exemption application to be filed.

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

**Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost
This is not a Permit; you may not commence any work until the Permit is issued.**



General 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>135 SHERIDAN ST.</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>13</u> <u>K</u> <u>2</u>		Applicant * must be owner, Lessee or Buyer * Name <u>SHERIDAN ST LLC</u> Address <u>ATT CONGRESS SUITE 1012</u> <u>PORTLAND ME</u> City, State & Zip <u>04101</u>
Lessee/DBA (If Applicable)		Telephone: <u>207 772 7070</u>
Owner (if different from Applicant) Name Address City, State & Zip		Cost Of Work: \$ <u>28,560</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>385</u>
Current legal use (i.e. single family) <u>SINGLE FAMILY</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? <u>YES</u> If yes, please name <u>135 SHERIDAN ST</u> Project description: <u>ADD STAIR DOWN FROM UNIT 401 TO OLD UNIT 302.</u> <u>REMOVE KITCHEN / MOVE BATH @ 302, ELIMINATE # 302</u> <u>SEE PLANS ATTACHED</u>		
Contractor's name: <u>TBD</u> Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>GREG SHINBERG</u> Telephone: <u>653 7510</u> Mailing address: <u>SAME AS OWNER</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

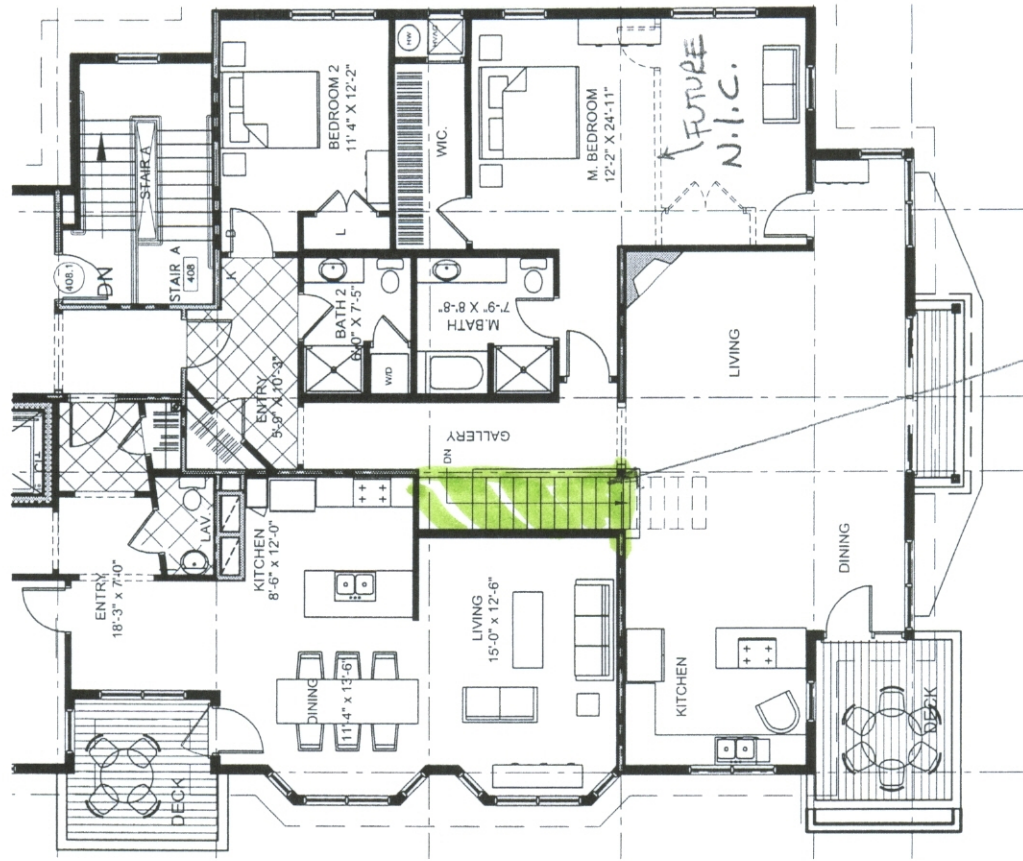
RECEIVED
OCT 23 2009
Dept. of Building Inspections
City of Portland Maine

Signature: [Signature] Date: 10/23/09

This is not a permit; you may not commence ANY work until the permit is issue

from 402 to
create stairway

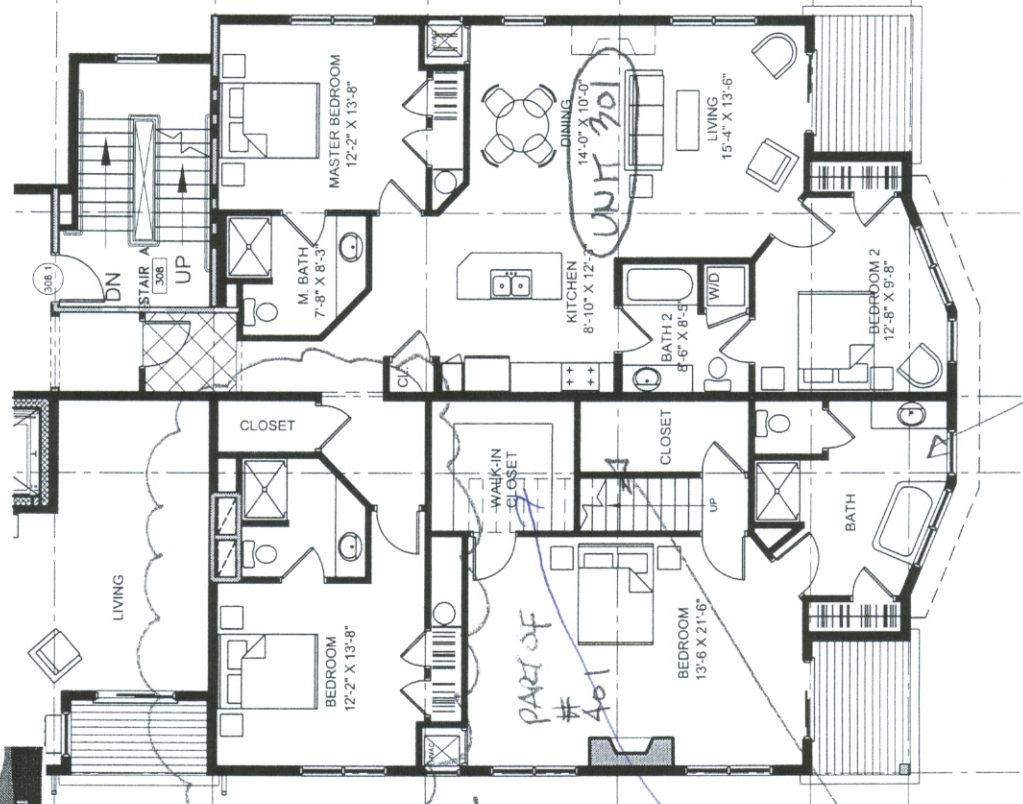
10/23/09



UNIT 401 - UPPER LEVEL
1/8" = 1'-0"



NEW STAIRS



UNIT 301 AND UNIT 401 - LOWER LEVEL
1/8" = 1'-0"

135 Sheridan on munpy hill

TO BE PART OF
SEPARATE APPLICATION
TO REMODEL UNIT # 301
303

kitchen removed

REMOVE EXISTING BATH

NEW BATHROOM



PURCHASE AND SALE AGREEMENT

August 15, 2009

Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Sandra C Whiston, David P Whiston ("Buyer") and Sheridan St. LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 135 Sheridan St Unit 401/part 302 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24012, Page(s) 36.

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, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: none

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: none

4. PERSONAL PROPERTY: The following items of personal property as viewed on July 23, 2009 are included with the sale at no additional cost, in "as is" condition with no warranties: none

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of ~~\$ 224,000.00~~ Buyer has delivered; or will deliver to the Agency within 5 days of the date of this offer, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 23,500.00 will be delivered 2 days after inspection. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

2009
8/22
DW
2009

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

6. EARNEST MONEY/ACCEPTANCE: Buy Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 21, 2009 (date) 7:00 AM PM; and, in the event of 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.

7. 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 1, 2009 (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 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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.

August 2008 Page 1 of 4 - P&S Buyer(s) Initials DW Seller(s) Initials DW
Buy Realty 599 Congress St. Portland ME 04101 Phone: 207-775-3838 Fax: (207) 775-0146 Whiston:sk

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. FUEL/UTILITIES/PRORATIONS: Fuel in tank shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) none. The day of closing is counted as a Seller day. 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.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>12</u> days	j. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	k. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	n. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	o. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>12</u> days	p. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
h. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	q. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
i. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days	r. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
				s. Lot size/acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
				t. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>x</u> days
				u. Other attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>12</u> days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation 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 investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, 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 investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. 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 \$ na to be provided through na.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a conven/jumbo loan of 95.000 % of the purchase price, at an interest rate not to exceed 6.000 % and amortized over a period of 30 years.
- 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 0 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ na toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Rita Yarnold of Bay Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

Debrah Yale of Bay Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

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

16. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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:

The Property Disclosure Form is not an addendum and not part of this Agreement.

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 certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

[Handwritten initials]

26. OTHER CONDITIONS: See addendum: This contract includes 2 storage spaces, 1 indoor parking space, 2 outdoor parking spaces.

Copy of CO, Method of calculation and new condo fee for new unit as reconfigured. This contract is subject to property appraising at or above contract price. Should property not appraise than at buyers choice this contract will become null and void and buyers earnest monies will be promptly returned to buyer.

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 Revenue Services.

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.

Buyer's Mailing address is Marlborough St., Boston, Ma

BUYER [Signature] 08/15/2009 DATE BUYER [Signature] 08/15/2009 DATE
Sandra C Whiston David P Whiston

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

Seller's Mailing address is _____

SELLER Sheridan St. LLC DATE SELLER DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER [Signature] 08/24/2009 DATE BUYER [Signature] 8/24/09 DATE

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®/Copyright © 2008 All Rights Reserved. Revised August 2008



ADDENDUM LANGUAGE TO INSERT

Within 30 days of the effective date of this Agreement, Seller shall prepare and submit to Buyer for review and approval by Buyer an amendment to the Declaration of Condominium, including the floor plans, depicting the change in the boundaries of Units 401 and 302 and showing satisfactory compliance with the requirements of the Maine Condominium Act and the Declaration of Condominium.

Within 30 days of the effective date of this Agreement, Seller shall prepare and submit to Buyer, for review and approval by Buyer, floor plans clearly depicting the portion of Unit 302 that will be added to Unit 401 and depicting the location of all additional improvements to be made to Units 401 and that portion of Unit 302 to be added to Unit 401.

Within 30 days of the effective date of this Agreement, Seller shall prepare and submit to Buyer, for review and approval by Buyer, final specifications for all improvements to be made by Seller hereunder. All such plans and specs shall provide for construction of equal or better quality, architectural style and principal materials as currently exist in the units being sold hereunder.

Buyer, without invalidating this Agreement, may order changes in the work to be completed by Seller hereunder consisting of additions, deletions or modifications. The sales price and time for completion being adjusted accordingly. Such changes shall be authorized by written change order signed by the Buyer and Seller.

The cost or credit to the Buyer from such a change in the work shall be determined by mutual agreement as contained in such change order.

Contractor shall be responsible for obtaining all applicable permits and approvals for the work to be completed hereunder and shall be responsible for obtaining a non-conditional Certificate of Occupancy upon completion of the work.

In the event the parties close on this contract prior to completion of the improvements outlined hereinabove, Buyer and Seller shall establish an escrow holdback equal to 1.5 times the market cost to complete all remaining work items. Buyer and Seller shall agree on an escrow agent to hold such funds and shall enter into a written escrow agreement, on usual and customary terms, reasonably acceptable to Buyer and Seller.

The balance of the funds held in escrow shall be paid to Contractor as soon as Contractor shall have delivered to Buyer:

A copy of the original permanent Certificate of Occupancy and all other applicable

EW
EW 08/24/09

certificates, licenses, consents and approvals issued or required to be issued by the various governmental authorities having jurisdiction with respect to the Improvements; Contractor has completed, to Buyer's reasonable satisfaction, any and all "punch list" items. Contractor has delivered to Buyer all completed mechanic's lien waivers for all contractors, subcontractors or materials suppliers providing service or materials to the property.

The commencement date on any warranties of Seller to Buyer, whether statutory or otherwise, shall be the latter of the date of closing or the date of completion of all "punch list" items.

Seller shall establish, to the reasonable satisfaction of Buyer, whether through escrow agreement or otherwise, adequate security that condominium dues for the unsold units will be paid and continue to be paid by Seller on and after the date of closing.

Seller shall disclose to Buyer the status of completion of the improvements to any and all unsold units and shall disclose to Buyer Seller's financial ability to complete such remaining units.

Seller shall disclose to Buyer the number of agreements Seller presently has for the sale of units in the condominium, including the anticipated closing date for such agreements.

Within 60 days of the effective date of this Agreement, Seller shall prepare and submit to Buyer the form of deed for the unit to be sold hereunder and for the three parking spaces that are to be deeded to Buyer, all of which are to be in usual and customary form for warranty deeds used in the State of Maine.

Within 60 days of the effective date of this Agreement, Buyer and Seller shall agree on the specific location of the parking spaces to be conveyed by deed of Seller to Buyer.

Within 60 days of the effective date of this Agreement, Seller shall provide to Buyer satisfactory evidence that the condominium project has received all approvals from Fannie Mae and/or Freddie Mac for secondary market financing.

In the event any of the foregoing contingencies are not satisfied within the period stated, or, if no date is stated, on or before closing, Buyer may terminate the Agreement and all deposits paid by Buyer shall be refunded to Buyer.

David P. Whiston 8/24/09 Sandra C. Whiston 08/24/2009
David P. Whiston, Buyer Date Sandra C. Whiston, Buyer Date

Sheridan St. LLC, Seller date _____

2 of 2

Addendum 1 to Agreement

Addendum to contract dated August 15, 2009

between Sheridan St. LLC (hereinafter "Seller")

and Sandra C Whiston, David P Whiston (hereinafter "Buyer")

property 135 Sheridan st Unit 401/part 302, Portland,

ADDENDUM LANGUAGE TO INSERT

See attached document Initialed by Buyers.

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

08/15/2009
Buyer _____
Sandra C Whiston Date

Seller _____
Sheridan St. LLC Date

08/15/2009
Buyer _____
David P Whiston Date

Seller _____
Date

**CONDOMINIUM ADDENDUM
(Receipt of Public Offering Statement)**

Except for resales of existing condominium units, the Maine Condominium Act requires a condominium developer to prepare a public offering statement (POS) meeting the requirements of the Act prior to the offering of any interest in a unit to the public. The Act also requires that a copy of the POS, including any amendments, be provided to the buyer of a unit before they enter into a purchase and sale agreement. Unless the buyer acknowledges in writing prior to entering into the purchase and sale agreement that they have received and reviewed the POS, the buyer may cancel the purchase and sale agreement at any time prior to closing by written notice to the developer. This right to cancel, if the POS is not received until after the purchase and sale agreement is entered into, can only be waived by the buyer expressly and in writing after they have received and reviewed the POS.


Sheridan St. LLC ("Seller")

and Sandra C Whiston, David P Whiston ("Buyer")

are entering into a purchase and sale agreement for the condominium unit located at:

135 Sheridan st Unit 401/part 302, Portland,

Buyer hereby acknowledges prior receipt and review of the public offering statement required by the Maine Condominium Act.



Buyer
Sandra C Whiston
08/15/2009
Date



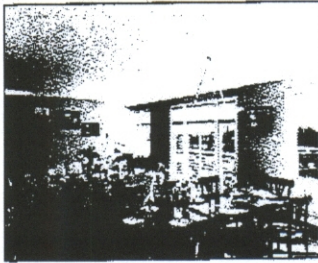
Buyer
David P Whiston
08/15/2009
Date



Maine Association of REALTORS®/Copyright © 2007
All Rights Reserved



Condominium AGENT SYNOPSIS



MLS#: 886785 **Status:** Pending
 (#401), 135 SHERIDAN Street, Portland, ME 04101

Continue to Show: No
List Price: ↓ \$ 722,800
Original Price: \$ 770,000
List Date: 04/12/08

Directions:

Neigh'd/Assoc: 135 SHERIDAN

Assoc. Fee /Mo: \$ 350

General/Land Information

Style: Contemporary **#Rooms:** 6 **#Bedrooms:** 2 **#Baths:** F = 0 3/4 = 0 1/2 = 0
Foundation Sz +/-: **SqFt Fin. Above Grade +/-:** 1,686 **SqFt Fin. Below Grade +/-:** 0 **SqFt Finished Total +/-:** 1,686
Source of Square Footage: Seller **Other Details:** Large storage room, not inc. in SF
Year Built +/-: 2008 **Color:** Midnight Blue **Lot Size (Acr) +/-:** 0.361 **Road Frontage +/-:**
Surveyed: Yes **Seasonal:** No **Zone:** RES
Flood Zone: No **Water Body:**
Wtr Frt: No **Amt Wtr Frmtge +/-:** **WF Shared +/-:** **WF Owned +/-:**
Type: Condo **Floor #:** 4 **#Units:** 21

Interior Information

	KT	DN	LR	FR	MBR	2BR	3BR	4BR	5BR	OT
Level:	3+		3+		3+	3+				3+

Size:
Cathedral Ceil: No **Skylight:** No **Fireplace:** 0 **Wood Stove:** No **Wood Stove HU:** No
Appliances: Range-Gas, Refrigerator, Microwave, Dishwasher, Disposal

Remarks

PHENOMENAL VIEWS FROM THREE SIDES OF THIS LUXURY CONDO. MAXIMUM FEATURES: 2/3 BR'S, 2 TILED BATHS, 2 PARKING SPACES (1 HEATED), GAS FP, GRANITE & STAINLESS KITCHEN, 2 PRIVATE DECKS, 10' CEILINGS, HARDWOOD FLOORS, AC. JUST BLOCKS TO PORTLAND'S AMENITIES.

Property Features - NOTE: Check Detail Reports for complete list of Features.

Site: Open, Scenic View, Sidewalks, Well Landscaped, Level	Construction: Wood Frame
Driveway: Common, Paved	Basement Info: No Basement
Parking: Garage, On Site, Paved, 1-10 Spaces, Reserved, Under Cover	Foundation Mtrls: Concrete Slab
Location: Intown, Near Shopping, Neighborhood	Exterior: Other Exterior, Brick
Uses: Residential	Roof: Membrane, Flat
Restrictions: Other Restrictions	Heat System: Hot Air
Rec. Water: Water View, Nearby, Public	Heat Fuel: Gas-Natural
Roads: Paved, Public	Water Heater: Gas
Transportation: Public Transport Access, Major Road Access	Cooling: Central Air Equipment: Cable
Electric: Circuit Breakers, Underground	Floors: Wood, Tile/Brick, Partially Carpeted
Gas: Natural-On Site	Veh. Storage: 2 Cars, Garage, Heated, Off Street Parking, Under, Auto Door Opener
Sewer: Public	Amenities: Master Bedroom w/Bath, Deck, Other Amenities, Laundry-Hookup, Storage, Sprinkle
Water: Public	Access. Amenities:

Tax/Deed/Community Information

Book/Page/Partial: 24012/046/Yes **Map/Block/Lot:** 13/K/2 **Tax Amount/Yr:** \$ 0 / (2008)
Tax Reduction: No **School:**

Off Market Information

DOM: 192 **Expiration Date:** 10/22/08 **Pending Date:** 10/21/08

Listing Contact Information

List Office: Bay Realty Associates 1397	Office: 207-775-3838
List Agent: Rita Yarnold 001596	LAgt Ph: 207-775-3838 Ext.:91
CoList Agt:	LAgt Cell: 207-831-8356
CoList Email:	CoL Cell:
Show Intr: Call Listing Broker, Notice Required	SAF/BAF/TBF: 1 2.50% / 2.500%

Virtual Tour:

Internal Rmks SHOWN BY APPOINTMENT WITH RITA YARNOLD @ 831-8356.
/Contingency:

Information Printed by: Rita Yarnold 001596 RY

Printed: 08/12/09

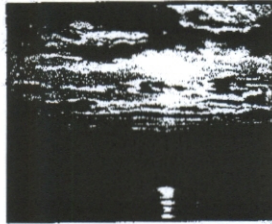


The information on MLS listings has been assembled from various sources of varying degrees of reliability. Any information that is critical to your buying decision should be independently verified. All dimensions are approximate and not guaranteed. Copyright 2009 MREIS, Inc.



Rita Yarnold

Condominium AGENT SYNOPSIS



MLS#: 928027 Status: Current
 (#302), 135 SHERIDAN Street, Portland, ME 04101

Kickout: No
 List Price: ↓ \$ 399,800
 Original Price: \$ 430,000
 List Date: 04/10/09

Directions: WALNUT STREET TO SHERIDAN TO 135

Neigh'd/Assoc: 135 SHERIDAN

Assoc. Fee /Mo: \$ 243

General/Land Information	
Style: Contemporary	#Rooms: 5 #Bedrooms: 2 #Baths F = 2 3/4 = 0 1/2 = 0
Foundation Sz +/-:	SqFt Fin. Above Grade +/-: 1,170 SqFt Fin. Below Grade +/-: 0 SqFt Finished Total +/-: 1,170
Source of Square Footage: Seller	Other Details: Separate storage not inc. in SF
Year Built +/-: 2008	Color: Munjoy Blue Lot Size (Acr) +/-: 0.361 Road Frontage +/-:
Surveyed: Yes	Seasonal: No Zone: RES
Flood Zone: No	Water Body: BACK, COVE
WtrFrt: No	Amt Wtr Frntge +/-: WF Shared +/-: WF Owned +/-:
Type: Condo	Floor #: 3 #Units: 21

Interior Information										
Level:	KT	DN	LR	FR	MBR	2BR	3BR	4BR	5BR	OT
Size:	3+	3+	3+		3+	3+				
Cathedral Cell:	No		Skylight: No		Fireplace: 1		Wood Stove: No		Wood Stove HU: No	
Appliances:	Range-Gas, Refrigerator, Dishwasher, Disposal, Microwave									

Remarks
 EXCELLENT BACK COVE, PORTLAND TRAIL & SUNSET VIEWS FROM THIS EAST END, URBAN CONDO. OPEN LIVING SPACE W/ GRANITE, STAINLESS & HARDWOOD, SURROUND SOUND WIRING, GAS FP, DECK, AC. ELEVATOR, HEATED PARKING, STORAGE. NEAR GREAT RESTAURANTS, THEATER, OLD PORT!

Property Features - NOTE: Check Detail Reports for complete list of Features.	
Site: Scenic View, Rolling/Sloping, Well Landscaped, Sidewalks	Construction: Wood Frame, Steel Frame
Driveway: Common, Paved	Basement Info: Full, Walk-Out
Parking: Garage, On Site, Paved, Reserved	Foundation Mtrls: Poured Concrete
Location: Intown, Neighborhood, Near Shopping	Exterior: Brick, Clapboard, Concrete
Uses: Residential	Roof: Membrane, Flat
Restrictions: Other Restrictions	Heat System: Hot Air
Rec. Water: Nearby, Public	Heat Fuel: Gas-Natural
Roads: Public, Paved	Water Heater: Electric
Transportation: Public Transport Access, Major Road Access	Cooling: Central Air Equipment: Cable, Other Equipment
Electric: Circuit Breakers	Floors: Wood, Tile/Brick, Partially Carpeted
Gas: Natural-On Site	Veh. Storage: Garage, Heated, Under, Direct Entry to Living, Auto Door Opener, 1 Car
Sewer: Public	Amenities: Master Bedroom w/Bath, Laundry-Hookup, Storage, Sprinkler, Elevator Passenger,
Water: Public	Access, Amenities: 36-48 Inch Halls, 36 Inch+ Doors, Level Entry, Elevator/Chair Lift

Tax/Deed/Community Information		
Book/Page/Partial: 24012/36/Yes	Map/Block/Lot: 13/K/3	Tax Amount/Yr: \$ 0 / (2009)
Tax Reduction: No	School:	

Off Market Information
 DOM: 124

Listing Contact Information		
List Office: Bay Realty Associates 1397	Office: 207-775-3838	
List Agent: Rita Yamold 001596	Email: CBAYREA1@MAINE.RR.COM	LAgt Ph: 207-775-3838 Ext.:91
CoList Agt:	CoL Agt Ph:	LAgt Cell: 207-831-8356
CoList Email:		CoL Cell:
Show Intr: Call Listing Broker, Sign On Property	SAF/BAF/TBF:	1 2.50% / 2.500%

Virtual Tour:
 Internal LISTING AGENT TO ACCOMPANY UNLESS BUYER AGENT HAS SHOWN PROPERTY.
 Rmks /Conting:

Information Printed by: Debrah Yale 008240 DY Printed: 08/12/09
 The information on MLS listings has been assembled from various sources of varying degrees of reliability. Any information that is critical to your buying decision should be independently verified. All dimensions are approximate and not guaranteed. Copyright 2009 MREIS, Inc.



SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

PROPERTY LOCATED AT: 135 Sheridan Street #401 & #302, Portland, ME 04101

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other N/A

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump: Yes No N/A Quantity: Yes No Unknown

Quality: Yes No Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No

IF YES: Date of most recent test: N/A Are test results available? Yes No

To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No

IF YES, are test results available? Yes No

What steps were taken to remedy the problem? N/A

• IF PRIVATE:

INSTALLATION: Location: N/A

Installed BY: N/A

DATE of Installation: N/A

What is the source of your information: N/A

USE: Number of Persons currently using system? N/A

Does system supply water for more than one household? Yes No Unknown

COMMENTS: Water supply is public.

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public N/A Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Other: N/A

Tank Size: 500 Gal. 1000 Gal. Unknown Other: N/A

Tank Type: Concrete Metal Unknown Other: N/A

Location: N/A OR Unknown Date of Installation: N/A

Date of Last Servicing: N/A Name of Company Servicing Tank: N/A

Date Last Pumped: _____ Have you experienced any malfunctions? Yes No

If yes, give the date and describe the problem: N/A

LEACH FIELD: Yes No Unknown

IF YES: Location: N/A

Date of installation of leach field: N/A Installed By: N/A

Date of Last Servicing: N/A Name of Service Company: N/A

Have you experienced any malfunctions? Yes No

If yes, give the date and describe the problem & what steps were taken to remedy: N/A

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? Yes No

IF YES, is it available? N/A

SOURCE OF INFORMATION: N/A

COMMENTS: Waste water system is public.

IS SYSTEM LOCATED IN A SHORELAND ZONE?: Yes No Unknown

Is System located in a Coastal Shoreland Zone? Yes No Unknown

8/2008

Page 1 of 3 - SPD

Buyer(s) Initials aw

Seller(s) Initials aw

Buy Realty 559 Congress St. Portland ME 04101
BAY REALTY

Phone: 2077753838

Fax: (207) 775-0146

135 Sheridan St.

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

SECTION III. HEATING SYSTEM(S)/SOURCES(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	FHA/Gas Fired	Gas FP	N/A	N/A
Age of system(s)/source(s)	2008 (Sellers)	2008 (Sellers)	N/A	N/A
Name of company that services system(s)/source(s)	N/A (Sellers)	N/A (Sellers)	N/A	N/A
Date of most recent service call	N/A	N/A	N/A	N/A
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))		Included in annual consumption	N/A	N/A
Malfunction per system(s)/source(s) within past 2 years	N/A	N/A	N/A	N/A
Other pertinent information	Brochure avail.	N/A	N/A	N/A

Buried Oil Supply Line: Yes No Unknown Sleved: Yes No
 Chimney(s) Lined: Yes No Unknown Age: N/A Last Cleaned: N/A
 Is more than one heat source vented through one flue? Yes No Unknown Had a chimney fire: Yes No Unknown
 Has chimney been inspected? Yes No Unknown; If Yes, when: N/A, no chimney.
 COMMENTS: Gas FP's will provide secondary heat in units.

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No
 IF NO above: How long have tank(s) been out of service? N/A
 What materials are, or were, stored in the tank(s)? N/A
 Age of tank(s): N/A Size of tank(s): N/A
 Location: N/A
 Have you experienced any problems such as leakage? N/A
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 Comments: Sellers have no knowledge of underground tanks.

B. ASBESTOS - Current or previously existing:

• as insulation on the heating system pipes or duct work? Yes No Unknown
 • in the siding? Yes No Unknown • in the roofing shingles? Yes No Unknown
 • in flooring tiles? Yes No Unknown • other: N/A Yes No Unknown
 IF YES: Source of Information: Sellers
 COMMENTS: New construction.

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown
 IF YES: Date: N/A By: N/A
 Results: N/A If applicable, What remedial steps were taken? N/A
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: N/A

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown
 IF YES: Date: N/A By: N/A
 Results: N/A If applicable, What remedial steps were taken? N/A
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: N/A

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form and Maine Lead Warning for more information)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown
 Unknown but possible due to age
 IF YES, describe location and the basis for the determination: N/A
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: Yes No
 IF YES, describe: N/A

Are you aware of any cracking, peeling or flaking paint? Yes No

COMMENTS: New construction.

8/2008 Page 2 of 3 - SPD Buyer(s) Initials JW JW Seller(s) Initials _____

PROPERTY LOCATED AT 135 Sheridan Street #401 & #302, Portland, ME 04101

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown OTHER: Unknown
LAND FILL: Yes No Unknown
RADIOACTIVE MATERIAL: Yes No Unknown

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private road/homeowner associations or restrictive covenants? Yes No Unknown

IF YES: Explain: Condominium Documents, City Easement on Property

What is your source of information: Condo Docs & Deed

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? Yes No Unknown

IF YES: Explain: N/A

- Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: None
- Year Built: 2008 How long has Seller owned it: 2008
- Roof: Year Built: 2008 Structure: 2008 Age - Shingles: Membrane
Moisture or leakage: No
Comments: New construction
- Foundation/Basement: Sump Pump: Yes No Unknown Comments: None
Moisture or leakage since you owned the property: Yes No Unknown Comments: None
Knowledge of prior moisture or leakage: Yes No Unknown Comments: N/A
- Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No
- Electrical: Fuses Circuit Breaker Other: N/A Unknown
- Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No
- Manufactured Housing: Mobile Home - Yes No Modular: Yes No
- KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: None known

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

SECTION VI. ADDITIONAL INFORMATION

Spectacular High End, Newly Constructed Condominiums.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

SELLER
Sheridan Street, LLC

DATE

SELLER

DATE

I/we have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER
Sandra C Whiston

DATE
08/21/09

BUYER
David P Whiston

DATE
08/21/09





Fact Sheet: Arsenic Treated Wood

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Maine CDC
Environmental and
Occupational Health Program
Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- NEVER burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
[www.maine.gov/dhhs/
eohp](http://www.maine.gov/dhhs/eohp)

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

Eric Frohberg

SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

PROPERTY LOCATED AT: 135 Sheridan Street #401 & #302, Portland, ME 04101

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other N/A

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump: Yes No N/A Quantity: Yes No Unknown

Quality: Yes No Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No

IF YES: Date of most recent test: N/A Are test results available? Yes No

To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No

IF YES, are test results available? Yes No

What steps were taken to remedy the problem? N/A

• IF PRIVATE:

INSTALLATION: Location: N/A

Installed BY: N/A

DATE of Installation: N/A

What is the source of your information: N/A

USE: Number of Persons currently using system? N/A

Does system supply water for more than one household? Yes No Unknown

COMMENTS: Water supply is public.

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public N/A Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Other: N/A

Tank Size: 500 Gal. 1000 Gal. Unknown Other: N/A

Tank Type: Concrete Metal Unknown Other: N/A

Location: N/A OR Unknown Date of Installation: N/A

Date of Last Servicing: N/A Name of Company Servicing Tank: N/A

Date Last Pumped: Have you experienced any malfunctions? Yes No

If yes, give the date and describe the problem: N/A

LEACH FIELD: Yes No Unknown

IF YES: Location: N/A

Date of installation of leach field: N/A Installed By: N/A

Date of Last Servicing: N/A Name of Service Company: N/A

Have you experienced any malfunctions? Yes No

If yes, give the date and describe the problem & what steps were taken to remedy: N/A

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? Yes No

IF YES, is it available? N/A

SOURCE OF INFORMATION: N/A

COMMENTS: Waste water system is public.

IS SYSTEM LOCATED IN A SHORELAND ZONE?: Yes No Unknown

Is System located in a Coastal Shoreland Zone? Yes No Unknown

8/2008

Page 1 of 3 - SPD

Buyer(s) Initials See Saw

Seller(s) Initials _____

Bay Realty 559 Congress St, Portland ME 04101
BAY REALTY

Phone: 2077753838

Fax: (207) 775-0146

135 Sheridan.z

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

SECTION III. HEATING SYSTEM(S)/SOURCES(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	FHA/Gas Fired	Gas FP	N/A	N/A
Age of system(s)/source(s)	2008 (Sellers)	2008 (Sellers)	N/A	N/A
Name of company that services system(s)/source(s)	N/A (Sellers)	N/A (Sellers)	N/A	N/A
Date of most recent service call	N/A	N/A	N/A	N/A
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))		Included in annual consumption	N/A	N/A
Malfuction per system(s)/source(s) within past 2 years	N/A	N/A	N/A	N/A
Other pertinent information	Brochure avail.	N/A	N/A	N/A

Buried Oil Supply Line: Yes No Unknown Sleved: Yes No
 Chimney(s) Lined: Yes No Unknown Age: N/A Last Cleaned: N/A
 Is more than one heat source vented through one flue? Yes No Unknown Had a chimney fire: Yes No Unknown
 Has chimney been inspected? Yes No Unknown; If Yes, when: N/A, no chimney.
 COMMENTS: Gas FP's will provide secondary heat in units.

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No
 IF NO above: How long have tank(s) been out of service? N/A
 What materials are, or were, stored in the tank(s)? N/A
 Age of tank(s): N/A Size of tank(s): N/A
 Location: N/A
 Have you experienced any problems such as leakage? N/A
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 Comments: Sellers have no knowledge of underground tanks.

B. ASBESTOS - Current or previously existing:
 • as insulation on the heating system pipes or duct work? Yes No Unknown
 • in the siding? Yes No Unknown • in the roofing shingles? Yes No Unknown
 • in flooring tiles? Yes No Unknown • other: N/A Yes No Unknown
 IF YES: Source of Information: Sellers
 COMMENTS: New construction.

C. RADON/AIR - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: N/A By: N/A
 Results: N/A If applicable, What remedial steps were taken? N/A
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: N/A

D. RADON/WATER - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: N/A By: N/A
 Results: N/A If applicable, What remedial steps were taken? N/A
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: N/A

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form and Maine Lead Warning for more information)
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown
 Unknown but possible due to age
 IF YES, describe location and the basis for the determination: N/A
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: Yes No
 IF YES, describe: N/A

Are you aware of any cracking, peeling or flaking paint? Yes No

COMMENTS: New construction.

8/2008 Page 2 of 3 - SPD Buyer(s) Initials [Signature] Seller(s) Initials [Signature]

PROPERTY LOCATED AT 135 Sheridan Street #401 & #302, Portland, ME 04101

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown OTHER: Unknown
LAND FILL: Yes No Unknown
RADIOACTIVE MATERIAL: Yes No Unknown

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private road/homeowner associations or restrictive covenants? Yes No Unknown

IF YES: Explain: Condominium Documents, City Easement on Property

What is your source of information: Condo Docs & Deed

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? Yes No Unknown

IF YES: Explain: N/A

- Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: None
- Year Built: 2008 How long has Seller owned it: 2008
- Roof: Year Built: 2008 Structure: 2008 Age - Shingles: Membrane
Moisture or leakage: No
Comments: New construction
- Foundation/Basement: Sump Pump: Yes No Unknown Comments: None
Moisture or leakage since you owned the property: Yes No Unknown Comments: None
Knowledge of prior moisture or leakage: Yes No Unknown Comments: N/A
- Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No
- Electrical: Fuses Circuit Breaker Other: N/A Unknown
- Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No
- Manufactured Housing: Mobile Home - Yes No Modular: Yes No
- KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: None known

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

SECTION VI. ADDITIONAL INFORMATION

Spectacular High End, Newly Constructed Condominiums.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

SELLER
Sheridan Street, LLC

DATE

SELLER

DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER
Sandia C Whiston

05/21/09
DATE

BUYER
David P Whiston

DATE



Maine Association of REALTORS®/Copyright © 8/2008.
All Rights Reserved.



DAVID P. WHISTON
73 MARLBOROUGH ST.
BOSTON, MA 02116

8/15/09 Date

44528

Pay to the
Order of

Sheridan St. LLC

\$ *5000.00*

Five thousand & no/100

Dollars



Security
Features
Detailed on
Back.

Bank of America



Premier Banking

ACH R/T 011000138

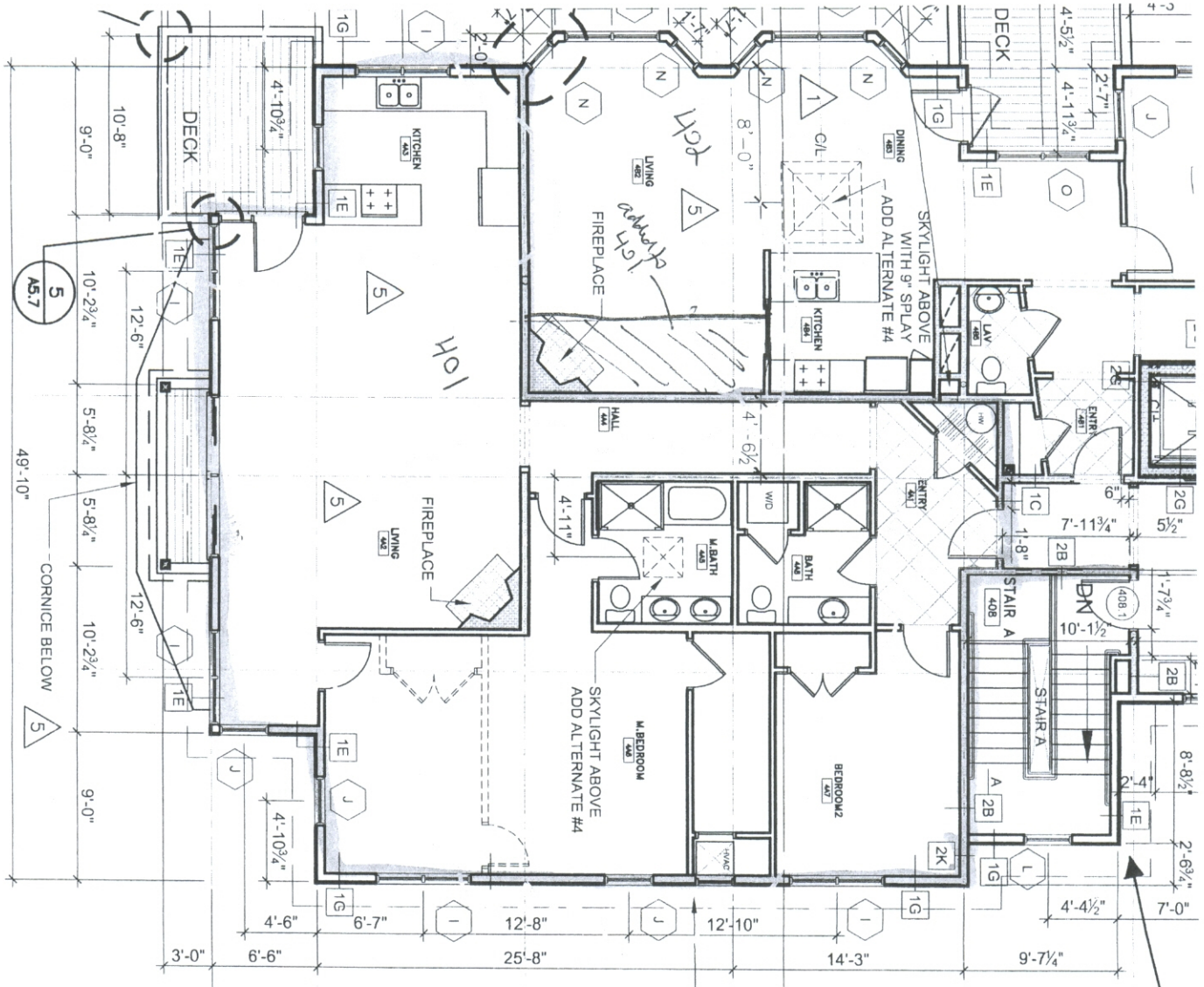
[Signature]

For

⑆0⑆1⑆000⑆38⑆ 0000⑆3434638⑆6590

Hybrid Check

GUARDIAN SAFETY BLUE



6 STAIR PLAN REFERENCE

5 ALIGN LOUVERED GRILLE WITH UNITS BELOW - TYPICAL

1 ALIGN LOUVERED GRILLE WITH UNITS BELOW - TYPICAL

Fishing fourth floor.

4A 401

1 FOURTH FLOOR PLAN
A1.3 1/8" = 1'-0"

