

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: **PERMIT ISSUED**
FEB 06 2004
 CITY OF PORTLAND

This is to certify that Hall Gary L & Susan C Jts / Mark, Kevin
 has permission to 4 condos: Rebuild 10' x 16.5' and flr deck 10' x 7' access door to deck
 AT 6 Eastern Promenade PL 016 C023007

provided that the person or persons who form or reformation 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 when permission procured before this building or part thereof is erected or otherwise proposed in this HOUR NO. REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. *OK H.M.*
 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: 04-0098	PERMIT ISSUED Issue Date: FEB 06 2004	CBL: 016 C023001
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Location of Construction: 6 Eastern Promenade	Owner Name: Hall Gary L & Susan C Jts	Owner Address: 6 Eastern Promenade # 1 CITY OF PORTLAND	Phone:
Business Name:	Contractor Name: Clark, Kevin	Contractor Address: 200 High St. Portland	Phone: 2073295227
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	Zone: R6

Past Use: 4 unit condominium	Proposed Use: 4 condos: Rebuild 10' x 16.5' 2nd flr deck install 28 x 7 access Door to deck	Permit Fee: \$111.00	Cost of Work: \$10,000.00	CEO District: 1	8,939
<i>legalise 4 residential Condo D.U.</i>		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: R Type: 5B BOLA 1999	

Proposed Project Description: 4 condos: Rebuild 10' x 16.5' 2nd flr deck install 28 x 7 access Door to deck	Signature: <i>[Signature]</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: Idobson	Date Applied For: 02/03/2004	Zoning Approval	
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 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..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input checked="" type="checkbox"/> <i>Rebuild 4 condos D.U.</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input checked="" type="checkbox"/> <i>going up on existing only</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> <i>No more than 2 foot print</i> <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>2/3/04</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>
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CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0098	Date Applied For: 02/03/2004	CBL: 016 C023001
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Location of Construction: 6 Eastern Promenade	Owner Name: Hall Gary L & Susan C Jts	Owner Address: 6 Eastern Promenade # 1	Phone:
Business Name:	Contractor Name: Clark, Kevin	Contractor Address: 200 High St. Portland	Phone (207) 329-5227
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	

Proposed Use: 4 condos: Rebuild 10' x 16.5' 2nd flr deck install 28 x 7 access Door to deck	Proposed Project Description: 4 condos: Rebuild 10' x 16.5' 2nd flr deck install 28 x 7 access Door to deck
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/03/2004

Note: **Ok to Issue:**

- 1) There shall be no exterior, open stairways to the ground level
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 3) This entire property shall remain a four (4) 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:** 02/05/2004

Note: **Ok to Issue:**

Dept: Fire **Status:** Approved **Reviewer:** Lt. MacDougal **Approval Date:** 02/04/2004

Note: **Ok to Issue:**

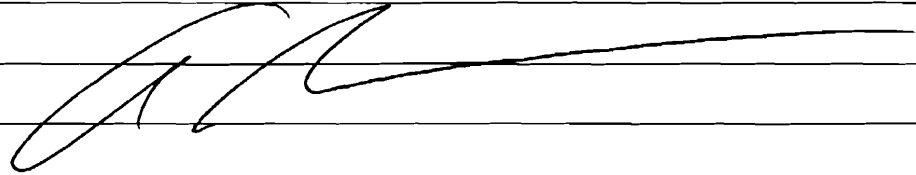
Comments:

2/5/2004-gg: recieved additional plans, including purchass & sales agreement and second & third floor plan. /gg

11/9/00

CJO. for 4 condos.

COMMENTS



This CJO in no way implies that all aspects of BOCA '99 have been complied with.



Permit #001197
CBL - 16-C-23

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>6 Eastern Promenade Portland, ME 04101</u>		
Total Square Footage of Proposed Structure <u>180 +/-</u>	Square Footage of Lot <u>8839 +/-</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>016</u> Block# <u>C023001</u> Lot#	Owner: <u>present owner Beck Thomas, Kerri Ann Jones</u>	Telephone: <u>Crandall Toothaker 2526264</u>
Lessee/Buyer's Name (If Applicable) <u>Mary Griffith & Ted Dey 305 Commercial St Portland, ME 207.773.9159</u>	Applicant name, address & telephone: <u>MARY GRIFITH and Ted Dey 305 Commercial St Portland, ME 207.773.9159</u>	Cost Of Work: <u>\$10,000.00</u> Fee: \$
Current use: <u>4 unit condominium building</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>to rebuild where old deck was on 2nd floor over sunporch</u>		
Project description: <u>unit #2 approx 10' x 10'5" also to install 28 x 70" door from Livingroom limited common element unit #2</u>		
Contractor's name, address & telephone: <u>Kevin Clark 200 High St Portland, ME 04101 329-5227</u>		
Who should we contact when the permit is ready: <u>Crandall Toothaker</u>		
Mailing address: <u>200 High St Portland, ME 04101</u>		
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: <u>252-6264.</u>		

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.

FEB - 2 2004

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: Mary Griffith
C. R. Toothaker
building manager

Date: 2/2/04

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

BUILDING PERMIT INSPECTION PROCEDURES

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

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

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

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

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

NA **Footing/Building Location Inspection:** Prior to pouring concrete

NA **Re-Bar Schedule Inspection:** Prior to pouring concrete

NA **Foundation Inspection:** Prior to placing ANY backfill

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

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

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

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

NA **CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

[Signature]
Signature of Applicant/Designee

2/10/04
Date

[Signature]
Signature of Inspections Official

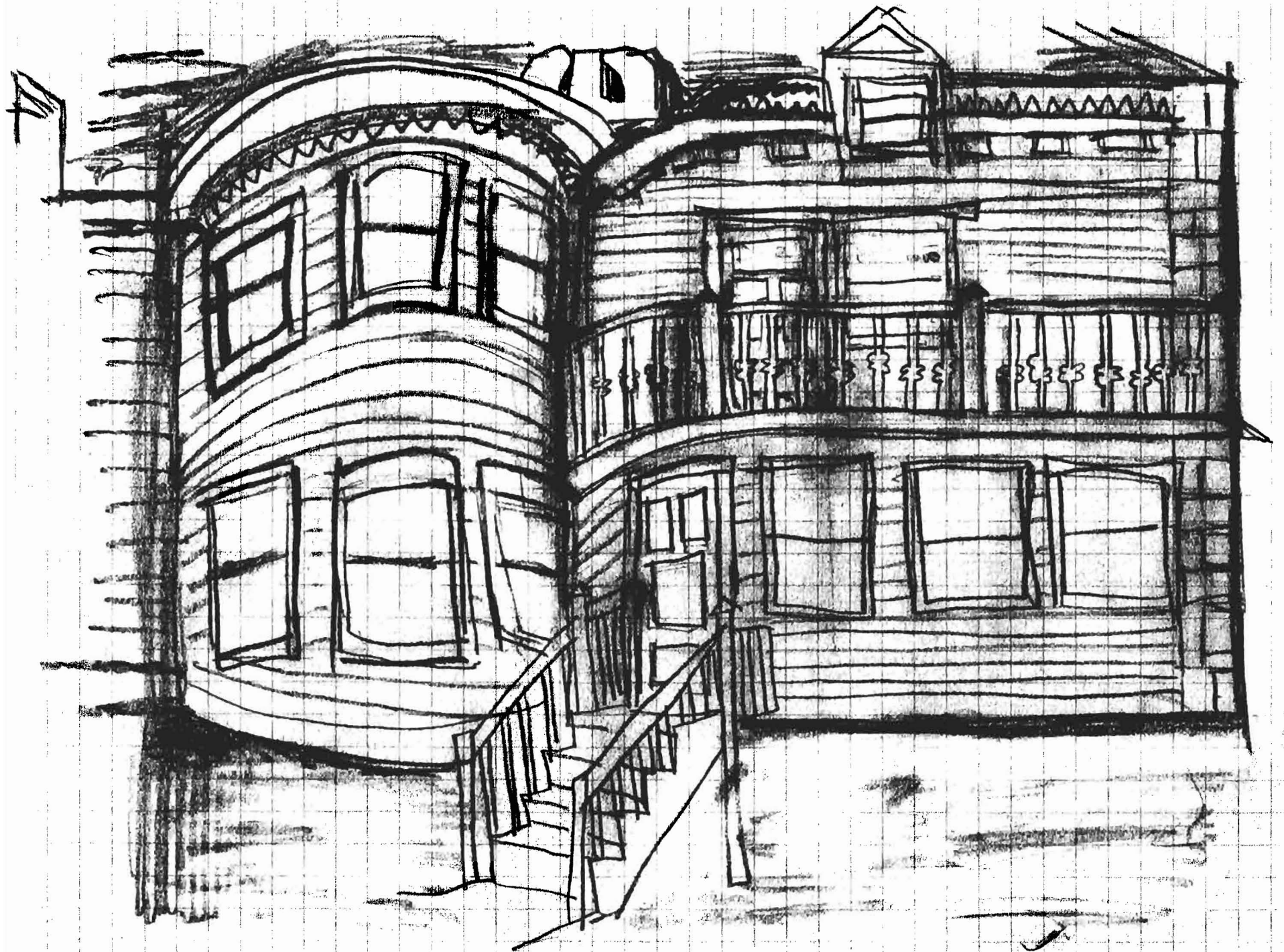
2/10/04
Date

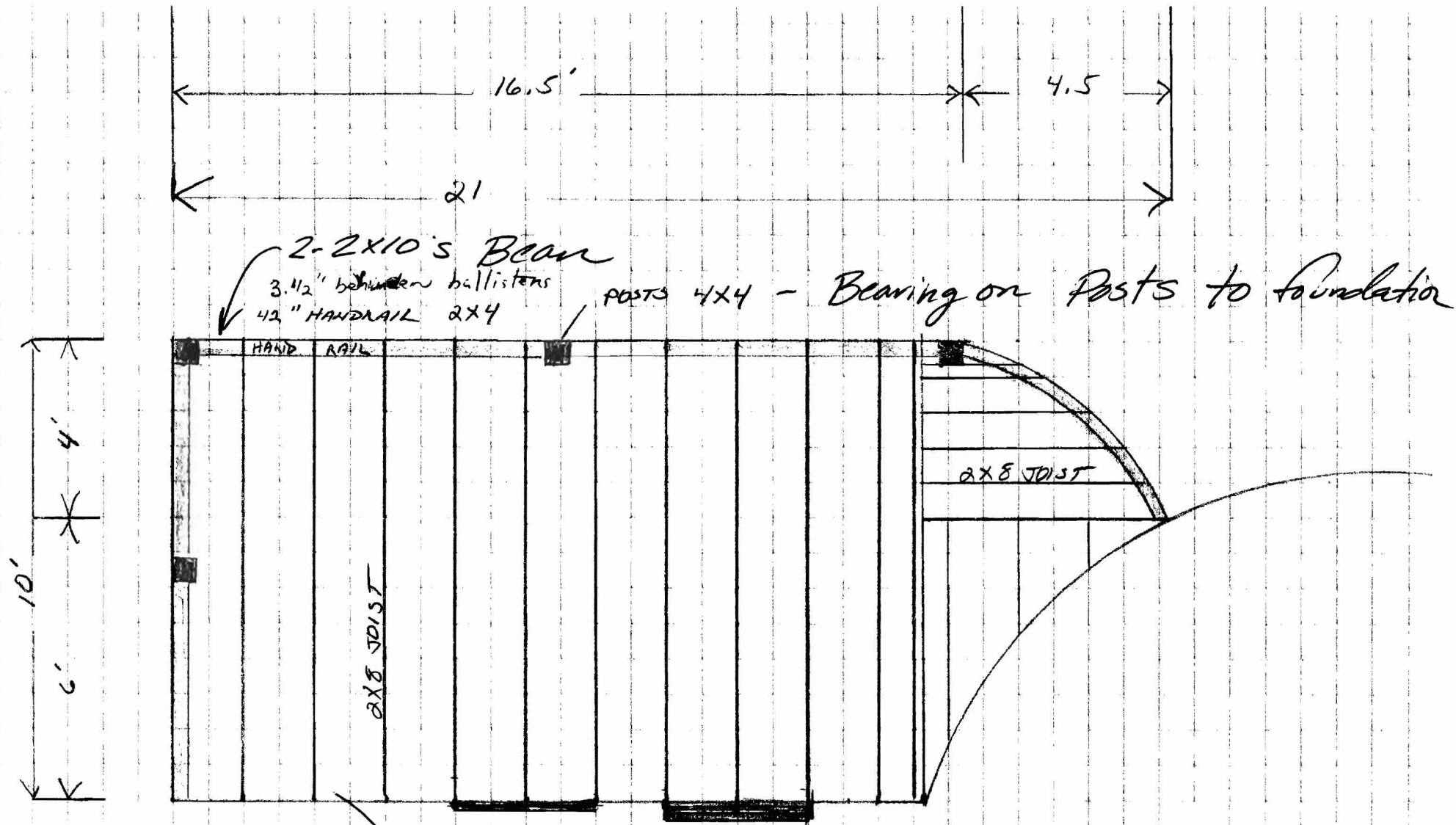
CBL: 016023

Building Permit #: 040098

MARY AND TED'S NEW HOUSE







2-2x10's Beam
 3.12" behind ballisters
 4x4 HANDRAIL 2x4
 POSTS 4x4 - Bearing on Posts to foundation

WINDOW DOOR
 2x8
 Has full foundation under sunroom.
 1/2" gap

29
30 DECK 21' X 10'

31
32 FRAME 4" X 4" POSTS

33 2 X 8 JOISTS

34 16" OC ALONG STRAIGHT SECTION

35 6" OC ALONG CURVED SECTION

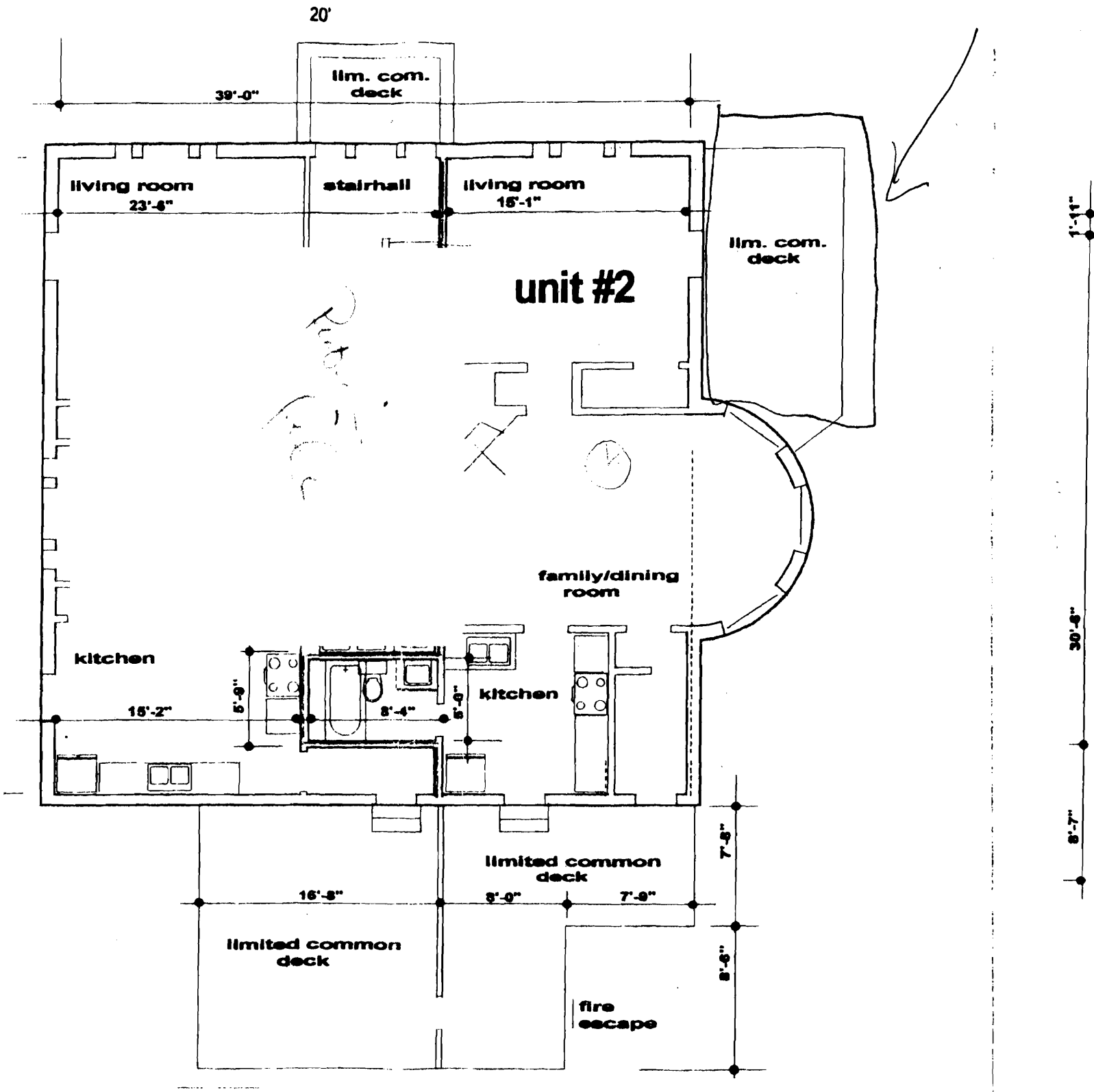
36
37 POSTS WILL BE BOLTED TO THE LOWER ROOF
38 AND THROUGH BOLTED TO THE FRAME.

39
40 FLOOR JOISTS WILL USE HANGERS

41
42 FLOOR 5/4 X 6 CEDAR DECKING

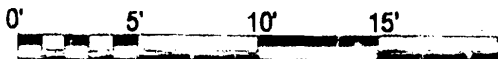
43
44
45
46 NEW DOOR 2' 8" 7" SINGLE PANE

47 2 X 6 FRAME 2 X 8 SOLID HEADER
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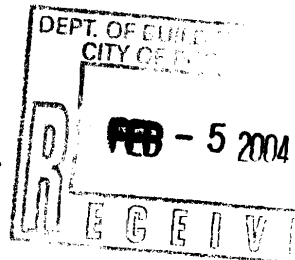


UNIT #2 = 683.9 sq.ft (2nd fl) + 663.9 sq.ft (3rd fl) = 1,347.1 sq.ft.
 UNIT #3 = 813.2 sq.ft (2nd fl) + 868.5 sq.ft (3rd fl) = 1,681.7 sq.ft.

**ISABELLE CONDOMINIUMS
 SECOND FLOOR PLAN**

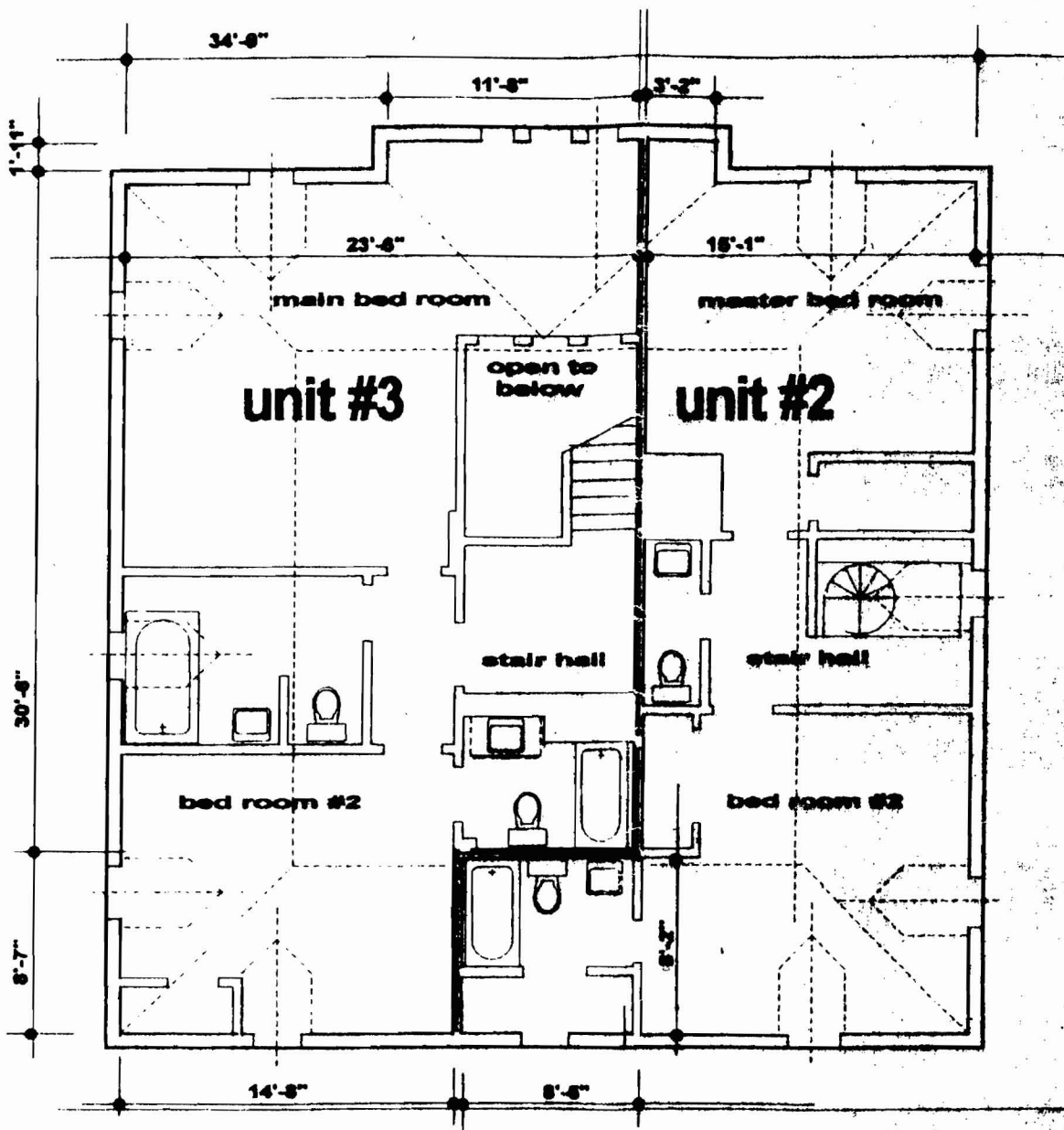


16'-8"
 # 040098 2023
 016



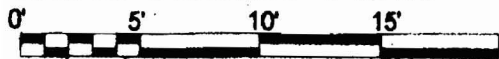
RE: 6 Eastern Row - Unit # 2

IS
 OF



UNIT #2 = 683.9 sq.ft (2nd fl) + 663.9 sq.ft (3rd fl) = 1,347.1 sq.ft.
 UNIT #3 = 813.2 sq.ft (2nd fl) + 868.5 sq.ft (3rd fl) = 1,681.7 sq.ft.

ISABELLE CONDOMINIUMS
THIRD FLOOR PLAN



PURCHASE AND SALE AGREEMENT

Feb 3, 2004

<u>February 4, 2004</u>	Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.	

1. PARTIES: This Agreement is made between Mary Griffith and Ted Dey (hereinafter called "Buyer") and Kerri-Ann Jones and Thomas G. Beck (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of ; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 6 Eastern Promenade, Unit #2 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 15774, 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, and electrical fixtures are included with the sale except for the following: _____

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: Excluded: Slave, ref, wash comp, microwave, kitchen ceiling light, living room
 Seller represents that such items shall be operational at the time of closing, except: 437 mirrors and living room fixtures, dishwasher

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$166
 of which DEPOSIT \$ FLD
 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 24.07
 will be paid BALANCE DUE \$ _____
 The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

Handwritten: 1/28/04
2/4/04

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

6. EARNEST MONEY/ACCEPTANCE: Attorney Tom Jewell of Jewell & Boutin ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Feb. 7, 2004 (date) 10:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

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 40 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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.

Rev 2004

Page 1 of 4 - P&S

Buyer(s) Initials MSG FLD
2-3-04

Seller(s) Initials KAG/TB
2-4-04

Phone:

Fax:

Produced with ZipForm™ by RE FormsNet, LLC 19025 Pilsen Mile Road, Clinton Township, Michigan 48036, (800) 383-8905

Handwritten: # 040096
016 C023

FEB - 5 2004

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: collected rent, association fees, (other) _____ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall 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 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. 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"/>	<input type="checkbox"/>	Within <u>14</u> days	g. Mold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days	h. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days	i. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days	j. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days	k. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
f. Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	l. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days
(including but not limited to asbestos, radon, etc.)				m. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days
				n. Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> 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) mentioned 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 is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a conventional loan of 80 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 7 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.

d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.

e. After (b) and (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.

f. Buyer agrees to pay no more than N/A points. Seller agrees to pay \$ N/A toward Buyer's pre-pays, points and/or closing costs.

g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .

h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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

N/A of _____ is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

N/A of _____ 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.

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. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes are subject to release options in license law and the default clause contained herein.

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. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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: Condo Addendum #2 Approved Price

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 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. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

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 lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS: This offer is contingent upon the following terms:

1. The buyers ability to obtain a building permit within 20 days of the effective date of this contract.
2. Approval by condominium association for a deck to be built based on plans provided by the purchaser.
3. Buyer shall have 7 days from effective date to review and approve the Condo declaration, by laws and Rules and Regulations

Page 3 of 4 - P&S Buyer(s) Initials MSL Seller(s) Initials KAP/TS
2/3/04 2/4/04

Jan 28 04 10:52a

k a Jones

301-961-0244

P. 9

Condominium Addendum

Attachment 2

2. Seller represents that condominium association Fees in the current amount of \$ 220.00 are due monthly, and include the Following:

water - yes

sewer - yes

hot water - no

heat - no

master insurance policy - yes

snow plowing - yes

cleaning of common elements - yes

yearly servicing of the boiler - yes

and, contributions toward general maintenance of the building.

Monthly condominium Fees do not include special assessments.

X

KAG / ~~2~~ 2/4/04

MGG / FOO
~~4/30/04~~ 2-3-04

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.

Buyer's Mailing address is 305 Commercial St, Apt. 404 Portland, ME 04101

Mary Graft Th (Real Estate Agent) 176-50-0283

BUYER [Signature] SS# OR TAXPAYER ID#

BUYER [Signature] 253-96-3032 SS# OR TAXPAYER ID#

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. 179/25 2/4/04 MGG 2-4-4 FLD

Seller's Mailing address is P.O. Box 5, Castine, ME 04421

[Signature] 2/4/04 134-46-0435
SELLER DATE SS# OR TAXPAYER ID#

[Signature] 2/4/04 287-44-9244
SELLER DATE SS# OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____

SELLER _____ SELLER _____

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 6 Eastern Promenade 016-C-023

Issued to **Crandell Toothaker**

Date of Issue **Nov. 13 2000**

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 001197, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Entire

4 Condo residential units

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

11/13/00

(Date)

A. Rowe

Inspector

4117

G. Samuel

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



CITY OF PORTLAND, MAINE
Department of Building Inspections

_____ 20__

Received from _____

Location of Work _____

Cost of Construction \$ _____

Permit Fee \$ _____

Building (IL) ___ Plumbing (I5) ___ Electrical (I2) ___ Site Plan (U2) ___

Other _____

CBL: _____

Check #: _____

Total Collected \$ _____

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy