

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

Location of Construction: 47-49 Portland St., 3rd & 4th floor		Owner: Kenneth R. & Dianna G. Olmsted		Phone: (207) 781 - 4233		Permit No: 990413	
Owner Address: 36 Village Brook Rd., Yarmouth, Me.		Lessee/Buyer's Name:		Phone:		Business Name:	
Contractor Name: Ken Frost Jr.		Address: 129 Campus Ave., Lewiston, Me. 04240		Phone: (207) 782- 6129		Permit Issued: MAY 4 1999	
Past Use: Offices		Proposed Use: Offices		COST OF WORK: \$ 2800.00		PERMIT FEE: \$ 35.00	
				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: B Type: 3B BOCA 96	
				Signature: [Signature]		Signature: [Signature]	
Proposed Project Description: Moving Interior Walls To Make Two Offices On Fourth Floor And Three Offices On Third Floor.				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____			
Permit Taken By: U.B.		Date Applied For: April 30th, 1999					

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..

PERMIT ISSUED
WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

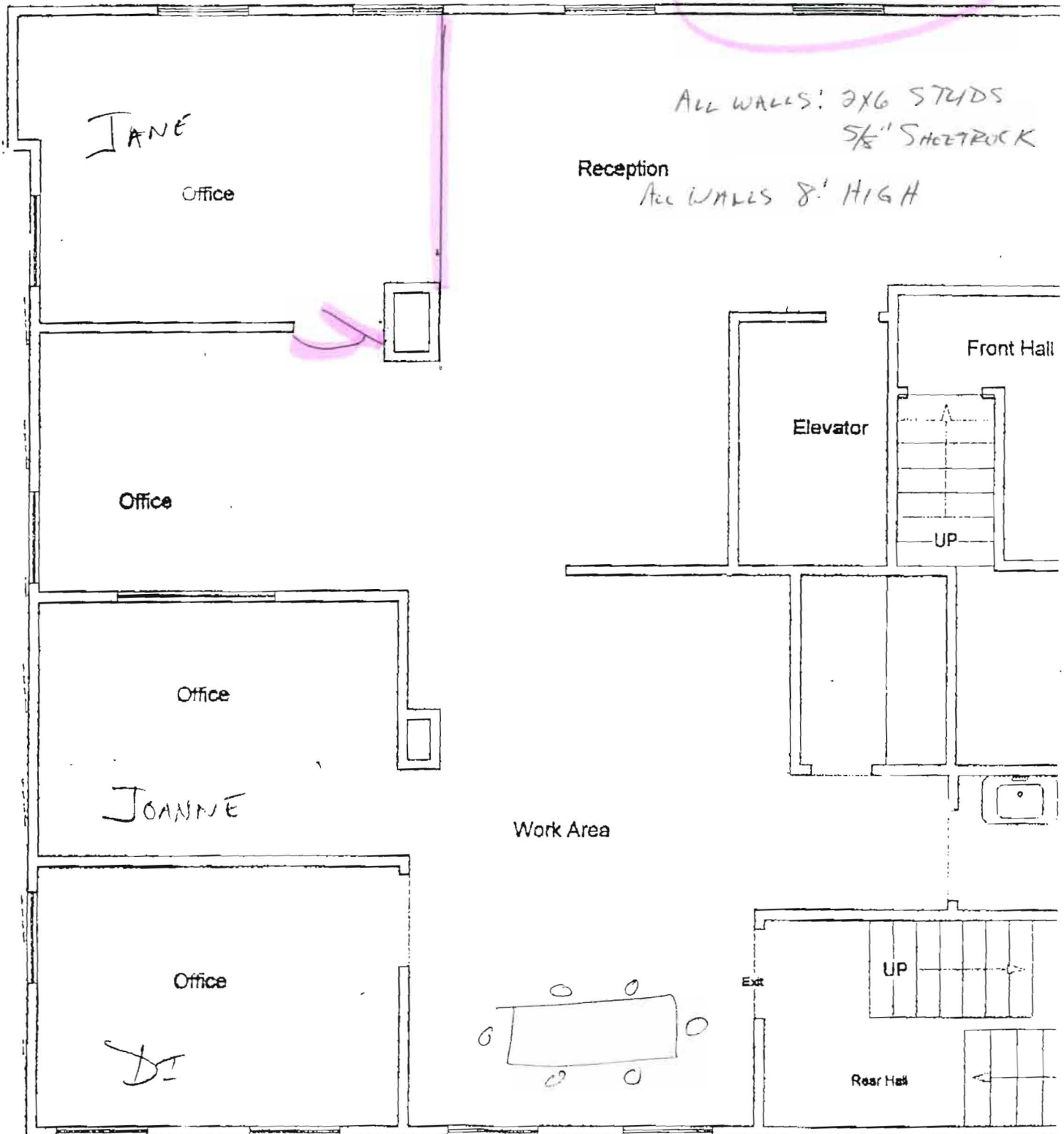
SIGNATURE OF APPLICANT	ADDRESS:	DATE: May 3rd, 1999	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

Zoning Approval:	
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"/>	
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	
Historic Preservation	
<input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review	
Action:	
<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied	
Date: _____	
CEO DISTRICT	

47 Portland Street
3rd Floor

TO BE



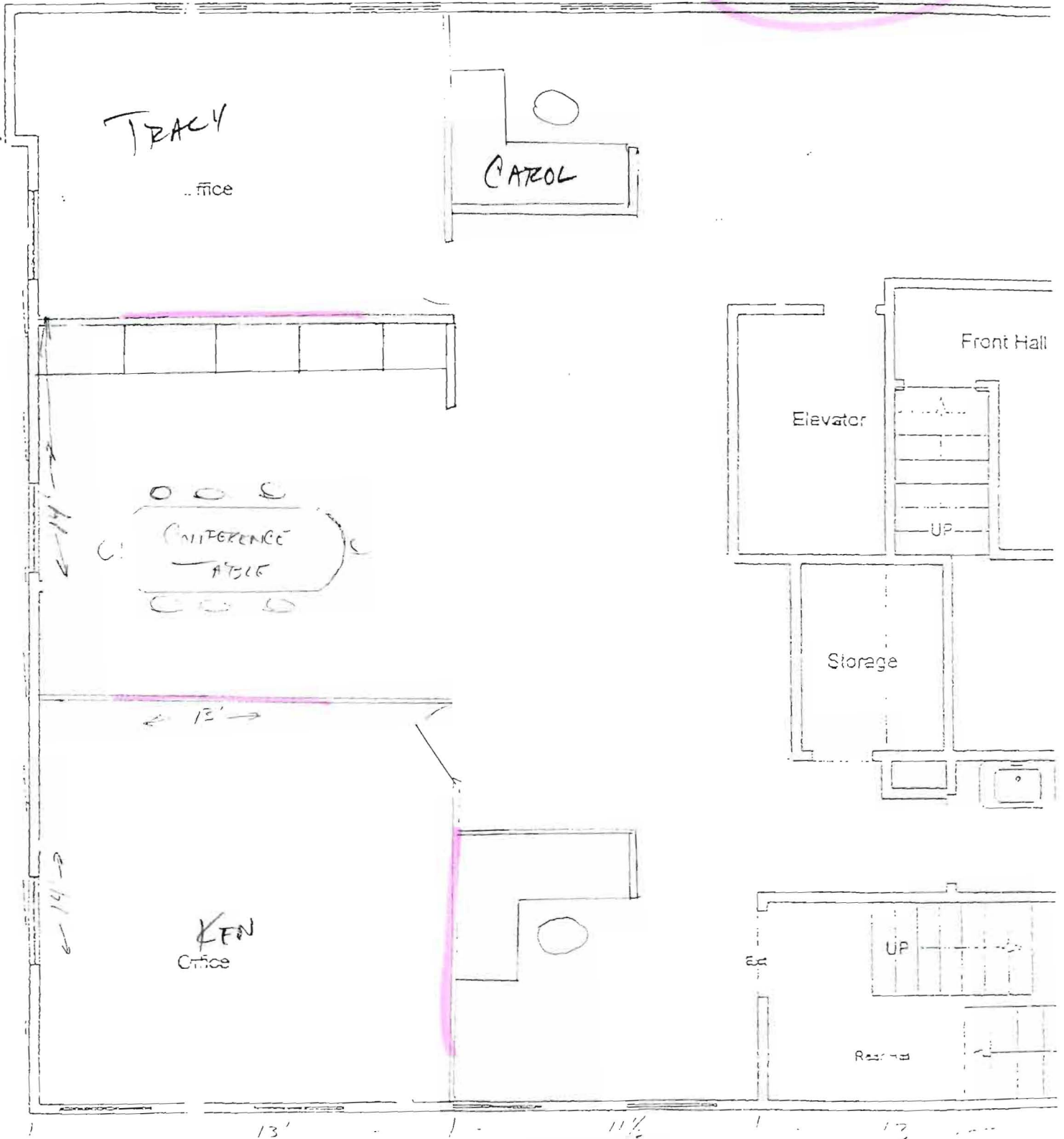
ADDING A WALL
ALONG A DOOR

TOTAL P.04

KENNETH R. OLMPSTES 781-4233

47 Portland Street
4TH Floor

TO BE

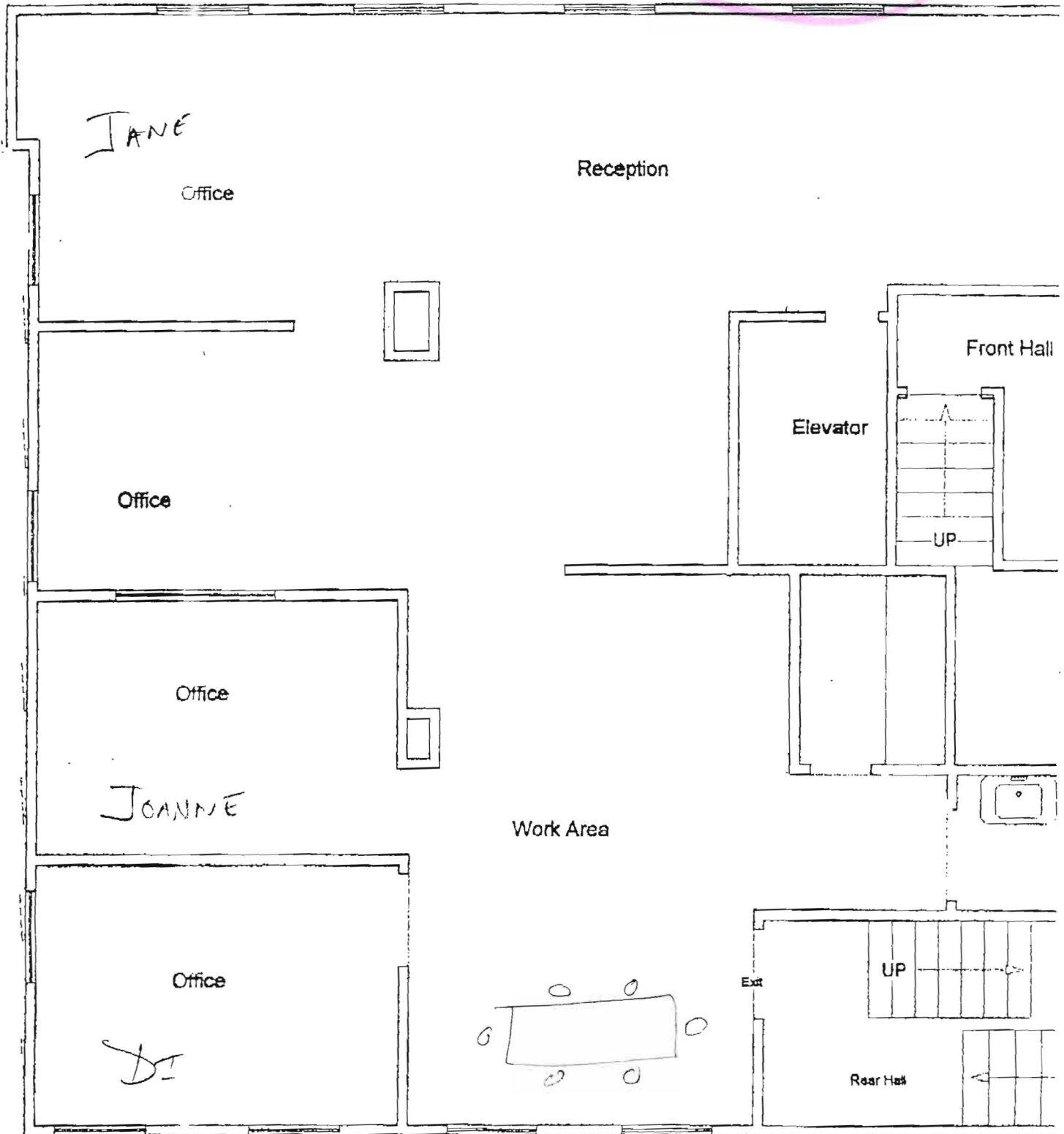


moving walls that are in place

TOTAL F.S.

47 Portland Street
3rd Floor

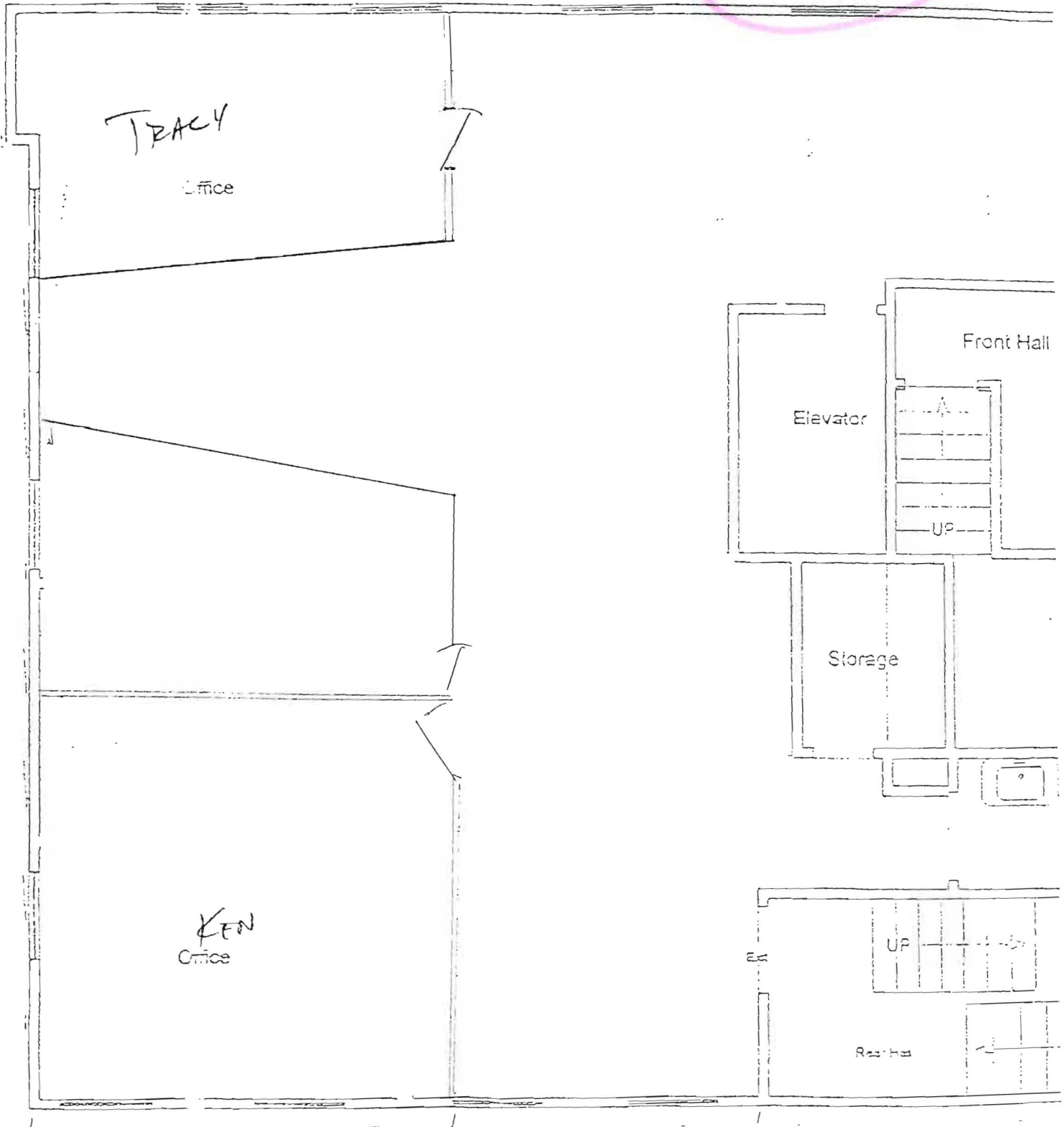
AS IS



KENNETH R. Olmsted
781-4233

47 Portland Street
4TH Floor

AS IS



**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE
PERMIT IS ISSUED**

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): 47-49 PORTLAND ST - 3RD & 4TH FLOOR			
Total Square Footage of Proposed Structure SAME AS IS		Square Footage of Lot 1720^{sq} ft	
Tax Assessor's Chart, Block & Lot Number Chart# 33 Block# 3 Lot# 24(1-4)		Owner: KENNETH R & DIANNA G. OLIVIER Telephone#: 781 4233	
Owner's Address: 26 VILLAGE BROOK RD. YARMOUTH, ME 04096		Lessee/Buyer's Name (If Applicable): SAME Cost Of Work: \$2800⁰⁰ Fee: \$35⁰⁰	
Proposed Project Description (Please be as specific as possible): moving interior walls to make: two offices - FOURTH FLOOR THREE OFFICES - 3RD FLOOR			
Contractor's Name, Address & Telephone: 207-782-6129 KEN FROST, JR. - 129 Campus Ave., Lewiston, ME 04240			Rec'd By: UB
Current Use: OFFICES		Proposed Use: OFFICES	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical Installation. **N/A**

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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: 	Date: 4-30-99
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Building Permit Fee: \$25.00 for the 1st \$1000.00 cost plus \$5.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum



PURCHASE AND SALE AGREEMENT

January 20, 1999

January 21, 1999 Effective Date
The use of days in this agreement refers to calendar days from the effective date

RECEIVED OF: Kenneth R. & Dianna G. Olmsted (hereinafter called "Buyer") the sum of (\$ 5000.00) FIVE THOUSAND AND NO HUNDRETHS dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Portland County of Cumberland State of Maine located at 47 Portland Street Being (all ☒ part of ☐) the property at the above address owned by Kingsley Enterprises (hereinafter called "Seller") and described at said County's Registry of Deeds Book 12600, Page 89 & 91.

A Legal 4 unit office building and parking lot.

FIXTURES: The parties agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost and in as is conditions with no warranties: AIR CONDITIONERS & REFRIGERATORS AS VIEWED ON JANUARY 8, 1999.

The TOTAL purchase price being (\$ 420,000.00) Four hundred twenty thousand AND NO HUNDRETHS dollars to be paid as follows: _____

The purchase price balance shall be paid in cash, certified funds or bank check at closing.

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

1. EARNEST MONEY/ACCEPTANCE: MIR MARKETING shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until JANUARY 21, 1999, 5:00 PM (date) AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. TITLE & CLOSING: That a deed, conveying good and merchantable title in accordance with standards 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 APRIL 15, 1999 (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 parties, 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.
3. DEED: That 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 adversely affect the continued current use of the property.
4. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
5. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean 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 contract.
6. PRORATIONS: The following items, where applicable shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, _____ (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

KR DO

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7. 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 contract 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 checked="" type="checkbox"/>	Within 35 days	f. Asbestos Air Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days	g. Lead Paint	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days
c. Water Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days	h. Pests	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days
d. Water Quantity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days	i. Radon Air Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days
e. Radon Water Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 days	j.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within 35 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 may declare the contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. 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.

8. FINANCING: This contract is subject to Buyer obtaining an approved Conventional mortgage of 85 % of the purchase price, at an interest rate not to exceed 8.75 % and amortized over a period of 20 years. @ Peoples Heritage Bank.

- This contract is subject to a written statement from the lender, within Fourteen (14) days of the Effective Date, that Buyer has made application.
- This contract is subject to loan approval within 60 days of the Effective Date.
- If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

The Crandall Toothaker of MIR MARKETING represents Seller
Listing Agent Agency

The STEVEN DAVIS of RAM HARNDEN represents Buyer
Selling Agent Agency

MIR MARKETING will pay Four Percent COBROKERAGE Commission to RAM HARNDEN @ closing.
When the transaction involves Disclosed Dual Agency, the parties acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the parties acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

10. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of the transaction.

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

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

13. HEIRS/ASSIGNS: This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

14. 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.

[Signature]

KE CA

15. ADDENDA: Check as many as apply - ☐Lead Paint ☒Property Disclosure ☒Other: EXHIBIT A
Total Addenda Pages: _____

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

18. OTHER CONDITIONS:

SEE EXHIBIT A

A copy of this contract 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.

[Signature]
BUYER

007-58-6905

SS# OR TAXPAYER ID#

[Signature]
BUYER

006-66-3244

SS# OR TAXPAYER ID#

Buyer's Mailing address is _____

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this _____ day of _____, 19____.

[Signature]
SELLER

004-48-1921

SS# OR TAXPAYER ID#

[Signature]
SELLER

01-0493417

SS# OR TAXPAYER ID#

Seller's Mailing address is P.O. BOX 4271, Portland, Maine 04101

Offer reviewed and refused on _____, 19____.

SELLER

SELLER

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

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

MAINE ASSOCIATION OF REALTORS®/Rev. 8/98
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Exhibit A

Contingencies

1. In the event the purchase price is excess of the appraised value, determined by the bank appraisal, the contract shall be null and void unless buyer expresses in writing the desire to renegotiate.
2. Contingent upon elevator inspection and service satisfactory to Buyer, within 35 days of the effective date. Further, Buyer expects Seller to provide elevator in good working condition at Seller's expense.
3. Contingent upon clear, marketable and insurable title prior to transfer to title. *HTD 1/22/99*
DM 1/21/99
4. Subject to property meeting Federal, State & Local Codes. *By Feb. 4, 1999.*
5. LaPlante vacates the premises on or before June 1, 1999. Further, Buyer requires written verification that LaPlante will pay rent, until vacating, in the amount of \$850.00/month per floor.
6. Seller has permission to continue marketing the vacant space for lease, prior to closing, with Buyer's approval of any tenant, lease terms and lease.

Seller will complete the following improvements prior to closing:

7. Install forced hot water oil heating system with zoning per floor to be installed and operational at closing. After financing approval, Buyer shall increase deposit from \$5,000.00 to \$10,000.00. The \$10,000.00 deposit will be non-refundable.
8. Replace or repair six windows with broken seals.
9. Install two barred windows for ventilation in basement.
10. Replace or repair sump pump in basement.

Buyer: *[Signature]* Date: *1/20/99*

Buyer: *[Signature]* Date: *1-20-99*

Seller: *Angels Enterprises, Inc.* Date: *1/21/99*
LaPlante Rollins President/owner

Seller: _____ Date: _____

Broker: _____ Co-Broker: *STPJD*

SELLER DISCLOSURE

The following answers and explanations are true and complete to the best of my/our knowledge. This statement has been prepared to assist prospective buyers in evaluating my/our property. This disclosure is not meant to be a warranty of the condition of my/our property. I/we authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. If the information in this disclosure changes from this date, I/we will notify the Listing Broker promptly.

Note to Seller: Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

PROPERTY LOCATED AT: 47 Portland St. Portland, Maine

SECTION I. WATER SUPPLY

Please answer all questions regardless of type of water supply:

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Seasonal ☐ Unknown
☐ Drilled ☐ Dug ☐ Other

INSTALLATION: Location: _____

Installed BY: _____

DATE of Installation: _____

What is the source of your information: City Brlls

USE:

Number of Persons currently using system? 16

Does system supply water for more than one household? ☒ Yes ☐ No ☐ Unknown 4 condos

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: _____ 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? _____

COMMENTS: _____

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? ☐ Yes ☒ No

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: PUBLIC: ☒ Yes ☐ No QUASI-PUBLIC: ☐ Yes ☐ No
PRIVATE: ☐ Yes ☐ No 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? _____

• IF PRIVATE:

• TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

Tank Size: ☐ 500 Gal. ☐ 1000 Gal. ☐ Unknown ☐ Other: _____

Tank Type: ☐ Concrete ☐ Metal ☐ Unknown ☐ Other: _____

Location: _____ OR ☐ Unknown Date of Installation: _____

Date of Last Servicing: _____ Name of Company Servicing Tank: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

If yes, give the date and describe the problem: _____

• LEACH FIELD: ☐ Yes ☐ No

IF YES: Location: _____

Date of installation of leach field: _____ Installed By: _____

Date of Last Servicing: _____ Name of Service Company: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

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

IS SYSTEM LOCATED IN A SHORELAND ZONE? ☐ Yes ☒ No ☐ Unknown

SOURCE OF INFORMATION: _____

COMMENTS: _____

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? ☐ Yes ☒ No

PROPERTY LOCATED AT

47 Portland St. Portland, ME 04101

SECTION III. INSULATION

LOCATION:	Yes	No	Unk	If YES, type	Installed by:	Unk	Date	Unk
Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>

COMMENTS:

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? ☐ Yes ☒ No

SECTION IV. HAZARDOUS MATERIAL

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: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

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: _____

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 flooring tiles? ☐ Yes ☐ No ☒ Unknown

• in the roofing shingles? ☐ Yes ☐ No ☒ Unknown

• other: _____

☐ Yes ☐ No ☒ Unknown

IF YES: Source of Information: _____

COMMENTS: _____

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☒ Unknown

IF YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No

Are test results available? ☐ Yes ☐ No Results & Comments: _____

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☒ Unknown

IF YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No

Are test results available? ☐ Yes ☐ No Results & Comments: _____

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing:

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? ☐ Yes ☐ No ☒ Unknown

IF YES, describe location and the basis for the determination: _____

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: ☐ Yes ☒ No

IF YES, describe: _____

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

COMMENTS: 4th floor exterior due for painting Spring of 1999

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☐ No ☒ Unknown

OTHER: _____

LAND FILL: ☐ Yes ☐ No ☒ Unknown

RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☒ Unknown

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS? ☐ Yes ☒ No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

PROPERTY LOCATED AT 47 Portland Street Portland, ME 04101

SECTION V. GENERAL INFORMATION

Are you aware of any encroachments, easements, rights-of-way, leases or restrictive covenants on the property?

☒ Yes ☐ No

IF YES: Explain: Condo docs

What is your source of information: Owner

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's?

☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

● Heating System: Type: Ranney Age: 1-6 years old

Consumption: pd by tenants

Comments: _____

● Roof: Age - Structure: Shingles Age - Shingles: unknown

Moisture or leakage: none known

Comments: _____

● Foundation/Basement: ☒ Full ☐ Partial ☐ Slab ☐ Crawl ☐ Other: _____

Material: ☐ Concrete ☐ Block ☒ Stone ☒ Brick ☐ Other: _____

Moisture or leakage: damp sometime

● Has the property been surveyed? ☐ Yes ☐ No ☒ Unknown If YES, is the survey available? ☐ Yes ☐ No

● Other defects or needed repairs: 4th floor trim needs painting - scheduled for Spring 1999.

ATTACHMENTS: ☐ Yes ☐ No

SECTION VI. ADDITIONAL INFORMATION

Seller shall be responsible and liable for any failure to provide known information to Buyer.

Crandall Tothaker
SELLER Broker/owner

12/11/98
DATE

SELLER

DATE

Listed by Crandall Tothaker owner/broker on behalf of mie Marketing Real Estate
LISTING AGENT AGENCY

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

[Signature]
BUYER

1/30/99
DATE

[Signature]
BUYER

1-20-99
DATE

By _____ on behalf of _____

SELLING AGENT

AGENCY



MAINE ASSOCIATION OF REALTORS®/1997
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LEAD PAINT ADDENDUM

TO CONTRACT DATED 1/21/99 BETWEEN Kingsley Enterprises Inc (hereinafter "Seller")
AND _____ (hereinafter "Buyer")

FOR PROPERTY LOCATED AT 47 Portland St Portland, ME.

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

KE Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

KE Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- (c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):

- X Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
X Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

- (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Kingsley Enterprises Inc. 12/11/98
Seller _____ Date
_____ 1/26/99
Buyer _____ Date

Agent _____ Date
Maine Association of REALTORS® - 1997

Seller _____ Date
_____ 1-20-99
Buyer _____ Date
Agent _____ Date



FILL IN AND SIGN WITH INK

APPLICATION FOR PERMIT HEATING OR POWER EQUIPMENT

PERMIT ISSUED

MAR 24 1999

CITY OF PORTLAND

990251

033-B-024

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location / CBL 47 Portland St. Use of Building Commercial Date 3/22/99

Name and address of owner of appliance Crandall Terthaker

200 High St. Pk. 04101

Installer's name and address Louis Fournier

40 Melborne St. Pk. ME Telephone 774-4328

Location of appliance:

- ☒ Basement ☐ Floor
☐ Attic ☐ Roof

Type of Fuel:

- ☐ Gas ☒ Oil ☐ Solid

Appliance Name: Burnham V-76

U.L. Approved ☒ Yes ☐ No

Will appliance be installed in accordance with the manufacture's installation instructions? ☒ Yes ☐ No

IF NO Explain: _____

The Type of License of Installer:

- ☒ Master Plumber # 7317
☐ Solid Fuel # _____
☐ Oil # _____
☐ Gas # _____
☐ Other _____

Type of Chimney:

- ☐ Masonry Lined
Factory built _____

- ☐ Metal
Factory Built U.L. Listing # _____

- ☒ Direct Vent
Type Indirect Vent U.L. # 000

Type of Fuel Tank

- ☒ Oil
☐ Gas

Size of Tank 275

Number of Tanks 1

Distance from Tank to Center of Flame 5+ feet.

Cost of Work: \$ 9,000

Permit Fee: \$ 65.00

Approved

Approved with Conditions

- ☐ See attached letter or requirement

Fire: _____

Ele.: _____

Bldg.: 21

Inspector's Signature

Date Approved

Signature of Installer Louis Fournier

White - Inspection

Yellow - File

Pink - Applicant's

Gold - Assessor's Copy

BUILDING PERMIT REPORT

DATE: 4/MAY/99 ADDRESS: 47-49 Po-Tland ST. CBL: 33-B-024
REASON FOR PERMIT: TO MAKE INTERIOR RENOVATIONS
BUILDING OWNER: Kenneth A. & Dianna G. Olmsted
PERMIT APPLICANT: ↑ /Contractor Ken Frost Jr.
USE GROUP B BOCA 1996 CONSTRUCTION TYPE 3B

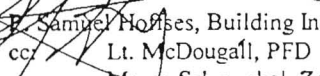
CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *20, *27, *29, 21

- ☒ 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)

18. The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)
19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
- In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
- In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.
- *20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
- *23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
- *27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
- *29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (the BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements.
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. _____
35. _____
36. _____

 Samuel Hoffes, Building Inspector
cc: Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

PSH 12-14-98 

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**