

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING PERMIT

Please Read
Application And
Notes, If Any,
Attached

Permit Number: 090276
PERMIT ISSUED
MAY 5 2009
CITY OF PORTLAND

This is to certify that YOUNG WOMEN'S CHRISTIAN ASSOCIATION PORTLAND/THURSDAY
has permission to Change of use from 7 units to 6 units-interior renovation of 6 unit building, Add sprinkler system, upgrade mechanical systems, replace exterior doors and windows
AT 22 PARK AVE CPD 036 D009001

provided that the person or persons, firm or corporation accounting for 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 red-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. Sautreau
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

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: 09-0276	Issue Date:	CBL: 036 D009001
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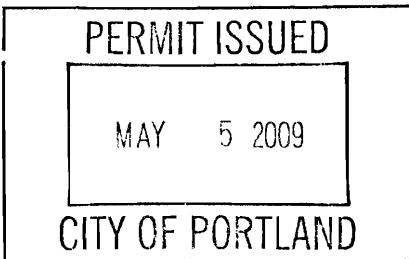
Location of Construction: 22 PARK AVE	Owner Name: YOUNG WOMEN'S CHRISTIAN	Owner Address: 87 SPRING ST	Phone:
Business Name:	Contractor Name: Thaxter Company	Contractor Address: 55 Bell Street Portland	Phone 2076539822
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	Zone: B-2b

Past Use: 7 unit Residential	Proposed Use: 6 unit Residential - interior renovation of 6 unit building, Add sprinkler system, upgrade mechanical systems, replace exterior wood stairs	Permit Fee: \$1,760.00	Cost of Work: \$173,785.00	CEO District: 2
Proposed Project Description: Change of use from 7 units to 6 units-interior renovation of 6 unit building, Add sprinkler system, upgrade mechanical systems, replace exterior wood stairs		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>	INSPECTION: Use Group: R-2 Type: SB DBE-2003	
		Signature: <i>KG</i>	Signature: <i>JMB 5/4/09</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: 04/06/2009	Zoning Approval
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- 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	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>4/27/09</i> <i>JMB</i>	Date: _____	Date: <i>JMB</i>



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 Footing/Building Location Inspection required if new, prior to pouring concrete or setting precast piers

 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

Signature of Inspections Official

Date

Date

Dannie Kampa

5/4/09



City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0276	Date Applied For: 04/06/2009	CBL: 036 D009001
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Location of Construction: 22 PARK AVE	Owner Name: YOUNG WOMEN'S CHRISTIAN	Owner Address: 87 SPRING ST	Phone:
Business Name:	Contractor Name: Thaxter Company	Contractor Address: 55 Bell Street Portland	Phone (207) 653-9822
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	

Proposed Use: 6 unit Residential - interior renovation of 6 unit building, Add sprinkler system, upgrade mechanical systems, replace exterior wood stairs	Proposed Project Description: Change of use from 7 units to 6 units-interior renovation of 6 unit building, Add sprinkler system, upgrade mechanical systems, replace exterior wood stairs
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 04/27/2009

Note: This was zoned as a contract zone (C-5) because a seventh unit was added. The seventh unit has been removed so it reverts back to the B-2b zone. **Ok to Issue:**

- 1) This property shall remain as six dwelling units on the second through fourth floors and the first floor is occupied by Youth Alternatives Ingraham which runs a transitional young parent housing program. The six apartments are part of this program. 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:** Jeanine Bourke **Approval Date:** 05/04/2009

Note: **Ok to Issue:**

- 2) Gypsum repairs to required 1 hour assemblies shall be maintained with applicable type x 5/8"
- 3) All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
- 4) 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.
- 5) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 04/30/2009

Note: **Ok to Issue:**

- 1) A separate Sprinkler System Permit is required per the Fire Department.
- 2) Sprinkler protection shall be maintained.
Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
- 3) Emergency lights are required to be tested at the electrical panel.
- 4) Emergency lights and exit signs are required
- 5) All construction shall comply with NFPA 101
- 6) The sprinkler system shall be installed in accordance with NFPA 13.

Comments:

Location of Construction: 22 PARK AVE	Owner Name: YOUNG WOMEN'S CHRISTIAN	Owner Address: 87 SPRING ST	Phone:
Business Name:	Contractor Name: Thaxter Company	Contractor Address: 55 Bell Street Portland	Phone (207) 653-9822
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	

4/8/2009-amachado: New owner. Zone is C5. Have to find out if the C5 criteria still pertain. Was 7 units & now it is 6. Where are exterior wood steps? Plot plan?

4/9/2009-amachado: Left voicemail for Steve Keltoie (sp.) from the Thaxter Co. Asked about owner, program, exterior wood step location & plot plan.

4/24/2009-amachado: Received siteplan from Steve Keltonic.

5/4/2009-jmb: Spoke with Rick at Assoc.D, for details on repairs and if s-plan page was missing. It was a typo. Verified the stair profile is IBC, no nosing. Ok to issue



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>22 Park Avenue</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>36</u> Block# <u>1</u> Lot# <u>9</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>Thaxter Company</u> Address <u>55 Bell St</u> City, State & Zip <u>Portland, ME 04103</u>	Telephone: <u>878-5553</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Youth Alternatives (Incorporated)</u> Address <u>50 Lydia Lane</u> City, State & Zip <u>So. Port ME 04106</u>	Cost Of Work: \$ <u>173,785.00</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>6 unit apartment building</u> - last legal use <u>7 apartments</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Same</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: <u>Project consists of the renovation of a 6 unit 3 1/2 story wood framed apartment building. Provide NFPA 13R sprinkler system. Upgrade mechanical systems and upgrade interior finishes. Replace exterior wood stairs.</u>		
Contractor's name: _____ Address: <u>The Thaxter Co. 55 Bell St</u> City, State & Zip <u>Portland ME 04103</u> Telephone: <u>878-5553</u> Who should we contact when the permit is ready: <u>Steve Keltomä</u> Telephone: <u>X 105</u> Mailing address: <u>Same</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.

APR - 6 2009

Signature: Stephen A. Keltomä Date: April 2, 2009

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

April 14, 2009

To Whom It May Concern:

The Young Parent/Teen Transitional Program located at 22 Park Avenue will be purchased from the YWCA by Youth Alternatives Ingraham. We expect the closing to take place within 90 days.

We do not plan to make any changes to the program.

Please feel free to contact me at 523-5055 if you need additional information.

Sincerely,



Joe Everett
Chief Operating Officer

APR 15 2009



CONTRACT FOR THE SALE OF REAL ESTATE

This Purchase and Sale Contract, EFFECTIVE June 24, 2008, is made by:

SELLER

The Young Women's Christian Association of Portland, Maine, EIN: _____, of mailing address _____, a Maine non-profit corporation,

PURCHASER

Youth Alternatives Ingraham, EIN: 01-0316041, of mailing address 50 Lydia Lane, South Portland, Maine 04106, a Maine non-profit corporation.

1. REAL ESTATE: In consideration of their mutual promises herein, SELLER agrees to sell and BUYER agrees to buy the parcel of land with the buildings thereon located at 22 Park Avenue, Portland, Maine, shown on the Portland assessor's plans as Map 36, Lot D-9, as described in the deeds to Seller recorded in the Cumberland County Registry of Deeds at Book 8879, Page 348 and Book 8879, Page 350, being all of SELLER's real property at that address and being a six unit apartment building. Together with all rights, easements, rights of way and other appurtenances thereto and fixtures and equipment (the "Premises").

2. PERSONAL PROPERTY: The following items of personal property are included in this sale: All personal property located on the Premises except the property owned by current tenants; all escrow or reserve type accounts required by mortgagees such as replacement accounts and operating accounts. The parties agree that no portion of the purchase price is attributable to personal property.

3. PURCHASE PRICE: The total Purchase Price is Seventy-five Thousand Dollars (\$75,000.00), and Purchaser's assumption of the Permitted Encumbrances as required by Section 6 below. Within three (3) days of the Effective Date of this Contract, the Purchaser shall deliver to the Seller an earnest money deposit of Twenty Five Hundred Dollars (\$2,500) (the "Earnest Money Deposit"). The Purchasers shall pay Seventy-two Thousand Five Hundred Dollars (\$72,500) at Closing, in cash or certified funds.

4. CLOSING: The time for delivery of the Deed and other documents to be delivered pursuant to this Contract (hereafter "Closing" or Closing Date") shall be the later of (i) September 2, 2008, or (ii) the date which is the non-holiday week day first following the date which is the last day of the "Qualified Project Period," as such period is defined in the Declaration of Covenants, Conditions and Restrictions involving the City of Portland and the Seller, dated January 14, 2003. The parties anticipate that last day of the Qualified Project Period is no later than September 30, 2008. Seller will use reasonable efforts to obtain and provide to as Purchaser a written statement from an authorized representative of the City of Portland identifying the date which is the last day of the Qualified Project Period. Closing shall occur at 10:00 A.M. on the Closing Date at the offices of Beagle & Ridge, LLC, 26 City Center,

Purchaser's Initials: my Seller's Initials: _____

Portland, Maine, or at such other time and place as the parties may agree in writing. The terms "Closing" and "Closing Date" shall include any extensions thereof mutually agreed in writing by the parties. The parties agree that time is of the essence of this Contract. If Purchaser has performed all of its obligations under this contract and notwithstanding such performance Closing does not occur on or before October 15, 2008, Purchaser may terminate this contract by written notice delivered to Seller, and upon receiving such notice Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any future obligation hereunder.

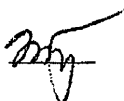
5. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association, subject only to the Permitted Encumbrances, shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before the Closing. If Seller is unable to convey title to the premise 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 receives written notice 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 marketable title, Purchaser may within 30 days thereafter, at Purchaser's option, cancel this contract in writing and neither party shall have any further obligation hereunder. Seller hereby agrees to make a good faith effort to cure any title defect during such period.

6. DEED: That the property shall be conveyed by a Quitclaim Deed with covenants, and shall be free and clear of all encumbrances except the Permitted Encumbrance and usual public utilities servicing the Premises and shall be subject to applicable land use and building laws and regulations.

Permitted Encumbrance:

a. Maine State Housing Authority Mortgage: The parties acknowledge the existing Mortgage and Security Agreement dated December 22, 1998, from Seller to the Maine State Housing Authority, recorded in the Cumberland County Registry of Deeds at Book 14413, Page 169 (the "MSHA Mortgage"), which secures a promissory note from Seller to Maine State Housing Authority in the original principal amount of \$66,500 (the "MSHA Mortgage Note"). Purchaser agrees as part of the purchase consideration paid at closing to either (i) pay the MSHA Mortgage Note and discharge the MSHA Mortgage or (ii) assume the MSHA Mortgage Note and cause the holder of the MSHA Mortgage Note to release the Purchaser from any and all claims relating to such Note and the transactions involving such Note.

Subject to consent of the Maine State Housing Authority ("MSHA") which Seller will seek to obtain, Seller will assign to the Purchaser at closing all rights to the so-called "MSHA Replacement Reserve Account" as described in the MSHA Mortgage. Seller believes that such Account, which is under the custody and control of MSHA, currently has a balance of approximately \$3,000.00, but makes no representations or warranties about the balance in such Account. The Purchaser has communicated and shall be free to communicate with MSHA

Buyer's Initials: 

Seller's Initials: _____

regarding such Account. Seller agrees not to deplete the Replacement Reserve Account prior to Closing except in a manner which has in the past occurred in the ordinary course of its ownership of the Premises.

7. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at Closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

8. POSSESSION/OCCUPANCY: Purchaser currently is in possession of and occupies the Property as a tenant under the terms of a Lease dated October 1, 2006 (the "Lease") and shall remain in possession through the Closing pursuant to the terms of such Lease.

9. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises at Closing shall be in substantially the same condition as at present, except reasonable use and wear.

10. PRORATIONS: The following items shall be prorated as of the date of Closing:
- a. Real estate taxes based on the City of Portland's tax year. Seller is responsible for any unpaid taxes for prior years;
 - b. Fuel;
 - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of Closing;
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine;
 - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments and all other additional rents received by Seller pursuant to the leases of the property; and
 - f. _____

11. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of Disclosure Form attached hereto as Schedule A. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser:

Type of Inspection	Yes	No	Results Reported
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
g. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
h. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days
i. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>0</u> days

Buyer's Initials: mg

Seller's Initials: _____

- | | | | |
|-----------------------|-------------------------------------|-------------------------------------|-----------------------|
| j. Wetlands | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within <u>0</u> days |
| k. Environmental Scan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Within <u>30</u> days |
| l. Other _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within <u>0</u> days |

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspections or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the Premises. Seller makes no representations or warranties whatsoever about the Premises.

12. Intentionally Omitted.

13. CONTINGENCIES: Purchaser's obligation to close hereunder is contingent upon each of the following events or occurrences:

A. FINANCING: Purchaser's obtaining on or before the Closing Date an appraisal and written commitment (the "Commitment") from a lender for a mortgage loan at an interest rate and term and conditions satisfactory to Purchaser in Purchaser's discretion. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller on or before the Closing Date, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any future obligation hereunder. If Purchaser does not notify Seller that it has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

B. PERMITTED ENCUMBRANCE MSHA Note and MSHA Mortgage: Purchaser's obtaining on or before August 16, 2008 (or such other date as the parties shall mutually agree) the written agreement from the Maine State Housing Authority that Purchaser may assume all liability under the MSHA Note, MSHA Mortgage and related documents (as applicable) upon terms and conditions acceptable to Purchaser in its sole discretion.

In the event that Purchaser is unable to obtain such written agreement from the Maine State Housing Authority and Purchaser notifies Seller on or before August 16, 2008, then this Contract shall terminate and neither party shall be under any future obligation hereunder. If Purchaser does not notify Seller that it has failed to obtain such agreement within the time limit set forth above, then Purchaser waives this contingency.

14. DOCUMENTS TO BE DELIVERED AT THE CLOSING: At the Closing, the Seller shall, as a condition of Purchaser's obligations to close under this Contract, deliver to Purchaser all documents required by this Contract, including, but not limited to, the following

Buyer's Initials: MS

Seller's Initials: _____

documents, duly executed and acknowledged by the Seller whenever applicable with evidence of authority therefore:

- (1) The Deed evidencing conveyance of the Real Estate to Purchaser, or a nominee designated by Purchaser by written notice to Seller at least three (3) days before the Closing (where such a nominee is so designated, the term "Purchaser" throughout this Contract shall mean only such nominee);
- (2) A clerk's certificate of the Seller certifying the authority and incumbency of the officers of the Seller to execute the Deed and all other documents in connection with the sale of the Property, including a vote of the Seller; and
- (3) A certificate of good standing of the Seller, dated within five (5) days of the Closing Date.
- (4) An assignment to Purchaser of Seller's entire interest in the Replacement Reserve Account required by Seller's agreements with MSHA, acceptable in form to Purchaser's counsel and MSHA but in any event with no representations or warranties of Seller.

15. **FURTHER ASSURANCES:** The parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.

16. **DEFAULT:** If either party fails to perform the terms of this Contract, the other party may employ all available legal and equitable remedies.

17. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises 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 this transaction.

18. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the purchase and sale of the Property. Purchaser acknowledges that until Closing it has an obligation to pay rent in the amount of \$3,750 per month, as set forth in the Lease (as that term as defined in paragraph 8). This Agreement shall not otherwise affect the landlord-tenant relationship that exists between the parties. This Contract shall be construed according to the laws of the State of Maine.

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

Page 5 of 8

Buyer's Initials: My Seller's Initials: _____

20. NOTICES: All notices required or permitted to be given hereunder (except notices indicating the time for access to the Property) shall be in writing and sent by certified, registered or express mail, postage prepaid, return receipt requested, or hand delivered, addressed as follows:

If to Seller: Carol Mitchell
TD Banknorth, Inc.
P.O. Box 9540
Portland, Maine 04112

with a copy to: Roger A. Clement, Jr., Esq.
VERRILL DANA
One Portland Square
P.O. Box 586
Portland, Maine 04112

If to Purchaser: Michael Tarpinian, Executive Director
Youth Alternatives Ingraham
50 Lydia Lane
South Portland, Maine 04106

with a copy to: C. Alan Beagle, Esq.
Beagle & Ridge, LLC
26 City Center
P.O. Box 7044
Portland, Maine 04112

or to such other address or addresses as the parties may designate from time to time by notice provided in accordance with this provision. Any such notices shall be effective upon receipt of the same by the party to whom the notice is directed.

21. WAIVERS No delay or omission by any party hereto to exercise any right or power occurring upon any noncompliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenants, condition or agreement herein contained.

22. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures where on one instrument.

23. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or their agents. Time is of the essence of this Contract.

Page 6 of 8

Buyer's Initials: mm

Seller's Initials: _____

24. ADDENDA: This contract has addenda containing additional terms and conditions: Yes No

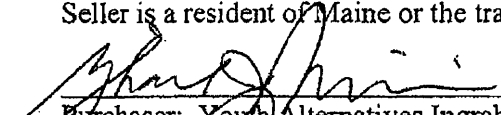
25. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new date(s) shown:

Date for _____ changed from _____ to _____
Date for _____ changed from _____ to _____
Date for _____ changed from _____ to _____

26. The parties agree that none of the above is a collateral agreement. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive Closing.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SINGATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2.5% of the consideration unless Seller furnishes to Purchaser a certificate by Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.


Purchaser: Youth Alternatives Ingraham
By: M. CHARLES J. TARPINIAN, President

Tax I.D. #

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above.

Signed this ____ day of _____, 2008

Seller: YWCA
By: Carol Mitchell, Vice Chair of Board
Of Directors

01-0211571

Tax I.D. #

Page 7 of 8

Buyer's Initials: 

Seller's Initials: _____

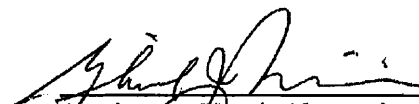
**EXTENSION/AMENDMENT TO
CONTRACT FOR THE SALE OF REAL ESTATE
22 PARK AVENUE, PORTLAND, MAINE**

SELLER and PURCHASER agree to extend the following date(s) set forth in the Contract for the Sale of Real Estate between them dated June 24, 2008, for property located at 22 Park Avenue, Portland, Maine (hereafter "Contract") to the new dates shown:

Date for Permitted Encumbrance MSHA Note and MSHA Mortgage notice, Section 13.B., changed (in two places) from "August 16, 2008" to "November 1, 2008".

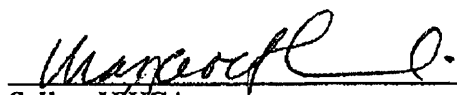
Date for Closing, Section 4, changed from "September 2, 2008" to "November 15, 2008, or such earlier date mutually agreed to by the parties in writing."

Date for latest closing date, Section 4, changed from "October 15, 2008" to "November 30, 2008".



Purchaser: Youth Alternatives Ingraham
By: *Michael J. Taggiman*

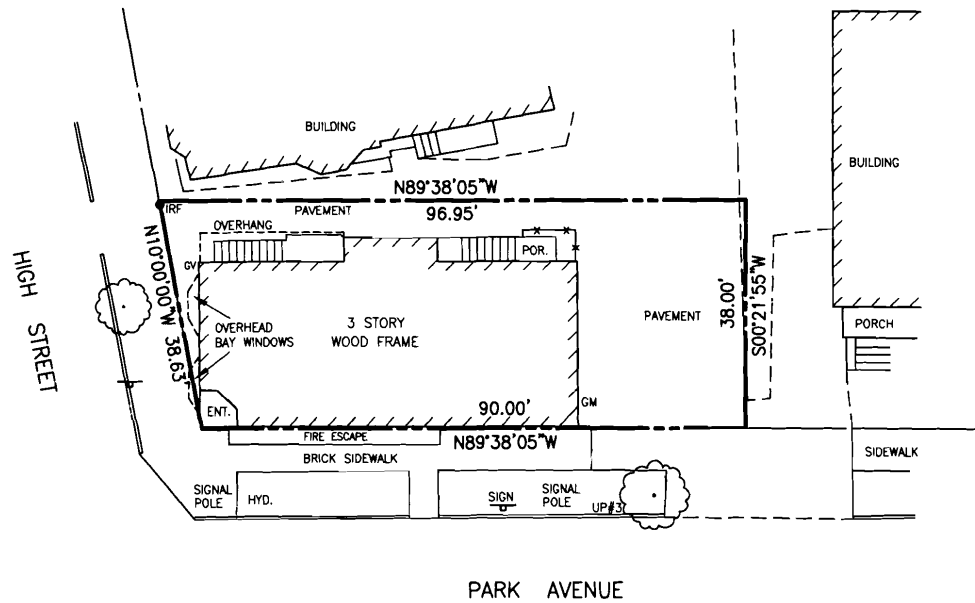
Dated: August 15, 2008



Seller: YWCA
By: *Margaret Cleveland*

Dated: August 15, 2008

MAY 1989



APR 24 2009

OWNER OF RECORD:
 YOUNG WOMEN'S CHRISTIAN
 ASSOCIATION OF PORTLAND
 CUMBERLAND COUNTY REGISTRY OF DEEDS
 BOOK 8879 PAGE 350
 CITY OF PORTLAND TAX MAP 36 BLK D LOT 9

THIS IS NOT A BOUNDARY SURVEY.
 THIS SKETCH DOES NOT PURPORT TO NOR DOES IT
 IDENTIFY OR DELINEATE THE LIMITS OF OWNERSHIP ON
 THE FACE OF THE EARTH OF THE SUBJECT PARCEL.
 THE PURPOSE OF THIS SKETCH IS TO SHOW THE
 APPROXIMATE RELATIONSHIP OF THE MAJOR STRUCTURES
 TO THE SUBJECT PARCEL AS PER DEED DESCRIPTION.

CERTIFICATION IS HEREBY MADE TO:
 THAXTER COMPANY
 THAT THE EXISTING BUILDING SHOWN ON THIS PLAN IS
 SITUATED ON THE LOT AS DESIGNATED AND DOES COMPLY
 WITH APPLICABLE SETBACK REQUIREMENTS AT THE TIME OF
 CONSTRUCTION. CERTIFICATION IS ALSO MADE THAT THE
 BUILDING AND PREMISES DO NOT LIE WITHIN A SPECIAL
 FLOOD HAZARD AREA AS DEFINED BY H.U.D.



PLOT PLAN		
AT 22 PARK AVENUE, PORTLAND, MAINE		
MADE FOR		
YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PORTLAND		
OWEN HASKELL, INC.		
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424		
Drwn By	EB	Date 04-23-09
Job No.	09-044P	
Check By	JWS	Scale 1" = 20'
Drwg. No.	1	



Certificate of Design Application

From Designer: ASSOCIATED DESIGN PARTNERS, INC
 Date: APRIL 3, 2009
 Job Name: 22 PARK AVENUE
 Address of Construction: 22 PARK AVENUE PORTLAND, ME 04102

2003 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year 2003 IBC Use Group Classification (s) R-2
 Type of Construction WOOD FRAMED

Is the Structure mixed use? NO If yes, separated or non separated or non separated (section 302.3) _____
 Geotechnical/Soils report required? (See Section 1802.2) NO

Structural Design Calculations

_____ Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
EXTERIOR STAIR	100 PSF LL

Wind loads (1603.1.4, 1609)

_____ Design option utilized (1609.1.1, 1609.6)
 _____ Basic wind speed (1809.3)
 _____ Building category and wind importance Factor, w
table 1604.5, 1609.5)
 _____ Wind exposure category (1609.4)
 _____ Internal pressure coefficient (ASCE 7)
 _____ Component and cladding pressures (1609.1.1, 1609.6.2.2)
 _____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

_____ Design option utilized (1614.1)
 _____ Seismic use group ("Category")
 _____ Spectral response coefficients, S_D & S_1 (1615.1)
 _____ Site class (1615.1.5)

_____ Live load reduction
 _____ Roof *live* loads (1603.1.2, 1607.11)
 _____ Roof snow loads (1603.7.3, 1608)
 _____ 60 PSF Ground snow load, P_g (1608.2)
 _____ If $P_g > 10$ psf, flat-roof snow load P_f
 _____ If $P_g > 10$ psf, snow exposure factor, C_e
 _____ If $P_g > 10$ psf, snow load importance factor, I_f
 _____ Roof thermal factor, C_t (1608.4)
 _____ Sloped roof snowload, P_s (1608.4)
 _____ Seismic design category (1616.3)
 _____ Basic seismic force resisting system (1617.6.2)
 _____ Response modification coefficient, R , and
 _____ deflection amplification factor C_d (1617.6.2)
 _____ Analysis procedure (1616.6, 1617.5)
 _____ Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

_____ Flood Hazard area (1612.3)
 _____ Elevation of structure

Other loads

_____ Concentrated loads (1607.4)
 _____ Partition loads (1607.5)
 _____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7,
 1607.12, 1607.13, 1610, 1611, 2404)



Accessibility Building Code Certificate

Designer: JAMES A THIBODEAU, P.E.

Address of Project: 22 PARK STREET

Nature of Project: INTERIOR REPAIRS AND MAINTENANCE WORK, PATCH AND PAINT

CEILINGS, REDO ACT, REPAIR FLOORING, ADD INSULATION,

ADD VENTILATION, RECONSTRUCT EXTERIOR WOOD STAIR.

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable. THIS IS AN EXISTING BUILDING THAT HAS NO ALTERATIONS TO ACCESSIBILITY INFRASTRUCTURE EXCEPT FOR DOOR INTO CLASSROOM AS SHOWN ON PLANS. THIS STAMP ONLY APPLIES TO THAT ALTERATION ALL OTHER CONDITIONS REMAIN UNCHANGED.

Signature:

Title: PRESIDENT

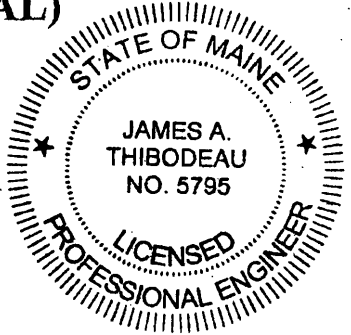
Firm: ASSOCIATED DESIGN PARTNERS, INC

Address: 80 LEIGHTON ROAD

FALMOUTH, MAINE 04105

Phone: (207) 878-1751

(SEAL)



For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

PROJECT NAME : 22 PARK ST
 A100 EXISTING BASEMENT PLAN W/DEMO
 & REPAIR SECTION
 A101 EXISTING FIRST FLOOR PLAN
 A102 EXISTING SECOND FLOOR PLAN
 A103 EXISTING THIRD FLOOR PLAN
 A104 EXISTING FOURTH FLOOR PLAN
 A501 TYPICAL STAIR DETAILS
 S201 FIRST FLOOR FRAMING PLAN &
 FRAMING DETAILS



Certificate of Design

Date: APRIL 3, 2009

From: _____

These plans and / or specifications covering construction work on:

INTERIOR REPAIRS AND MAINTENANCE WORK, PATCH AND PAINT, CEILINGS, REDO ACT, REPAIR FLOORING,
ADD INSULATION, ADD VENTILATION. RECONSTRUCT EXTERIOR WOOD STAIR

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the **2003 International Building Code** and local amendments.

Signature: 

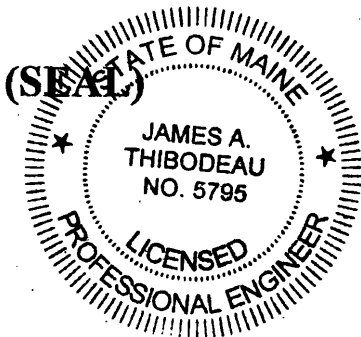
Title: PRESIDENT

Firm: ASSOCIATED DESIGN PARTNERS, INC

Address: 80 LEIGHTON ROAD

FALMOUTH, MAINE 04105

Phone: 207-878-1751



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