

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

Location of Construction: 111 East Ave		Owner: 111 East Ave / Portland, ME		Phone:		Permit No: 980853			
Owner Address:		Lessee/Buyer's Name: Saul Albrecht		Phone:		Business Name:			
Contractor Name: Chorland		Address: 773-1990 Mt. St		Phone:		Permit Issued: AUG - 5 1998			
Past Use:		Proposed Use:		COST OF WORK: \$		PERMIT FEE: \$ 25.00			
				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:			
				Signature:		Signature:			
Proposed Project Description: Type 312 from 5-122 to 4-122 Remove & re-erect of Unit 1 to make Unit 1 and Unit 2 Remove Unit with two doors				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied: <input type="checkbox"/>				Zoning Appeal: 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"/>	
Permit Taken By: sr		Date Applied For: 14 July 1998						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	

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: PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE:

CEO DISTRICT



COMMENTS

8/7/98 Building has been changed to a
if unit had used Det's Abigail
House, Viol's also corrected will send cert of compliance

10/2/98 Inspected no smoke detector unit - No fire rated doors could not enter
911 units H. M. D. /

Inspection Record

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 75 Portland Ave 03601-1114

Issued to [redacted] Date of Issue 07 August 1997

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. 300150, 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.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Residence

Four family dwelling

Limiting Conditions:

This certificate supersedes certificate issued

Approved:

8/7/97
.....
(Date) Inspector

.....
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.

BUILDING PERMIT REPORT

DATE: 8/4/98 ADDRESS: 75 Ferris Ave (036-H-014-016)
REASON FOR PERMIT: Change of use
BUILDING OWNER: Mike Sen. Co.
CONTRACTOR: —
PERMIT APPLICANT: —
USE GROUP — BOCA 1996 CONSTRUCTION TYPE —

CONDITION(S) OF APPROVAL

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

Approved with the following conditions: *1, *8, *12, *13, *14, *16, *24, *28

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)
- 2.5 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.
3. Precaution must be taken to protect concrete from freezing.
4. 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.
5. 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 ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. 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).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. 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 34" 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".
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread. 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
12. 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

LAND USE - ZONING REPORT

ADDRESS: 75 Forest Ave DATE: 8/3/98

REASON FOR PERMIT: change of use from 5 to 4 families

BUILDING OWNER: Mike Scharks / pines LLC-B-L: 036-H-14-16

PERMIT APPLICANT: SAAD Albeshir

APPROVED: with conditions DENIED: _____

3,485^{sq} lot size

CONDITION(S) OF APPROVAL

1. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
2. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
4. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the garage in place and in phases.
5. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
6. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
7. Separate permits shall be required for any signage.
8. Separate permits shall be required for future decks and/or garage.

9. Other requirements of condition With The reduction from 5 to 4 units,
one legally nonconforming unit will be removed, with the
voluntary removal of one unit, please note that you lose
any "grandfathered" rights to this unit, you will not be
able to restore this unit at a later date, unless all

Marge Schmuckal, Zoning Administrator,
Asst. Chief of Code Enforcement

present day zoning requirements
can be met.

Marge Schmuckal

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): <u>75 Forest Ave Portland</u>			
Total Square Footage of Proposed Structure		Square Footage of Lot <u>3,485</u>	
Tax Assessor's Chart, Block & Lot Number Chart# <u>36</u> Block# <u>H</u> Lot# <u>14</u>		Owner: <u>Mike Scarke</u>	Telephone#:
Owner's Address: <u>Pines LLC, Portland</u>		Lessee/Buyer's Name (If Applicable) <u>Saad Albeshir</u>	Cost Of Work: <u>\$ 0.00</u> Fee <u>\$ 25</u>
Proposed Project Description: (Please be as specific as possible) <u>Change From a 5 unit to a 4 unit, have to take sink + range out of unit 2, to make Unit 1 and Unit 2 a townhouse unit, with two Floors.</u>			
Contractor's Name, Address & Telephone <u>Jim McFarland - 773-1990 ext 16</u>			Rec'd By <u>[Signature]</u>
Current Use: <u>Multi-Family 5 unit</u>		Proposed Use: <u>Multi Family 4 unit</u>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- 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

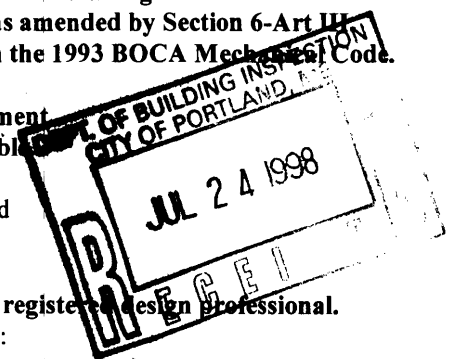
I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: <u>Saad Albeshir</u>	Date: <u>7/23/98</u>
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Building Permit Fee: \$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

Call Jim for P/C



EX 13528 PG 265

078442

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, That MICHAEL SCARKS of Saco, York County, Maine, (Grantor) for consideration paid, grants to PINES LLC, a Maine limited liability company, whose mailing address is 120 Exchange Street, Portland, Maine, 04101, (Grantee) the following described property located in the City of Portland, County of Cumberland, as described in Schedule A annexed hereto.

IN WITNESS WHEREOF, Michael Scarks has executed this deed this day of December, 1997.

Signed, Sealed and Delivered
in presence of

MICHAEL SCARKS

[Signature]

[Signature]

MAINE REAL ESTATE TAX PAID

STATE OF MAINE
CUMBERLAND, SS.

December, 1997

Then personally appeared the above named Michael Scarks and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]

Notary Public-Attorney at Law

(Print Name)

SFAL

BK 13528PG266

SCHEDULE A

A certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, with the buildings thereon, bounded as follows, to wit: Beginning 10 feet from the northwesterly corner of a brick house formerly owned by James Deering and formerly occupied by Nathaniel Deering; thence northwesterly on Forest Avenue, formerly Green Street, 35 feet to land formerly owned by Benjamin C. Megguier; thence easterly on said Megguier land, 55 feet; thence on a line parallel with said Forest Avenue, formerly Green Street, 35 feet to land formerly owned by James Deering and formerly occupied by Nathaniel Deering; thence on said Deering line to the bound first mentioned, meaning hereby to convey all that lot which was conveyed to Charles D. Bridges by Edward P. Place by deed dated July 24, 1855 and recorded in the Cumberland County Registry of Deeds in Book 270, Page 234, reference being had thereto.

ALSO another certain lot or parcel of land more fully described as follows: A certain lot or parcel of land, with the buildings thereon, situated on the northeasterly side of Forest Avenue, in said Portland, and bounded and described as follows: Beginning at a point on the northeasterly side of Forest Avenue distant northwesterly 45 feet from the west corner of the brick house formerly of James Deering, being numbered 73 on said Forest Avenue; thence northwesterly by said Forest Avenue, 35 feet to land formerly of Joel Allen; thence easterly at an angle of 90° by land formerly of said Allen, 44.20 feet to a point and land now or formerly of Sweetland; thence southeasterly by said land of said Sweetland, 35 feet to a fence and land formerly of Sargent Shaw and Noah Hanson; thence westerly by land formerly of said Shaw and Hanson, 44 feet to the northeasterly side of Forest Avenue and the point of beginning, containing approximately 1,542 square feet.

ALSO all right, title and interest to a right of way 3 feet in width over land now or formerly of said Sweetland adjoining the easterly side of the above-described lot, the northerly line of said right of way being 8.6 feet from land formerly of said Shaw and Hanson, and running easterly parallel with said land from the above-described lot to Mechanic Street.

Meaning and intending to convey, and hereby conveying, the same premises as conveyed to Grantor by deed from Fleet Bank of Maine, dated March 1, 1993, and recorded in Cumberland County Registry of Deeds, Book 10573, Page 237.

RECORDED

JUN 01 1998 2:40

CUMBERLAND COUNTY
REGISTRY OF DEEDS



HARDEN
BEECHER

1515 WASHINGTON ROAD
PORTLAND, ME 04106
(207) 761-1116
FAX (207) 761-1117
1515 WASHINGTON ROAD
PORTLAND, ME 04106
(207) 761-1116
FAX (207) 761-1117

Page 1 of 3
Initiator: Buyer
Seller: MA

PURCHASE AND SALE AGREEMENT

1. PARTIES: This agreement is made this 29TH day of MAY, 1998
between SAAD ALSEBHIK hereinafter called BUYER,
of PORTLAND, ME and MARK STIMSON, RIES LLC hereinafter called SELLER,
of PORTLAND, ME

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYER agrees to buy the following described premises: MULTI-UNIT BUILDING LOCATED AT 75 FOREST AVE, PORTLAND, ME
as more particularly described in a Deed dated and recorded in the
CUMBERLAND County Registry of Deeds in Book 10573, Page 238 being all the property owned
by SELLER at this address.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES: Included in the sale as part of said premises are all buildings, structures, improvements and fixtures located in or on the premises belonging to SELLER and used in connection therewith including, if any, in "as is" condition, all electrical fixtures, pipes, furnace rods, window shades, walk-to-wall carpeting, screen and storm windows and doors. Items to be transferred to BUYER in "as is" condition and not considered part of the real estate are: (if none, state "none")
5 STOVES, 5 REFRIGS

Items not included in the sale are as follows: (if none, state "none")

4. CONSIDERATION: For sum Deed and conveyance BUYER is to pay the sum of \$125,000 (PRICE) of which DEPOSIT is has been paid this day as an earnest money deposit and BALANCE DUE is to be paid in cash, or by certified or bank check, upon delivery of the Deed. MARK STIMSON ASSOC. shall hold said earnest money deposit and act as escrow agent until transfer of title. This offer shall be valid until 2:00 PM (date) 5/11/1998 and, in the event of SELLER'S non-acceptance, this earnest money shall be promptly returned to BUYER.

5. TITLE: Said premises are to be conveyed by a good and sufficient WARRANTY DEED from SELLER, conveying a good, clear, valid and maximum title to the buyer, free from all encumbrances, except: a. Usual public utilities serving the premises, if any;
b. Such taxes for the current year as are not due and are payable on the date of delivery of the Deed;
c. Easements and encumbrances of record, if any, which do not materially affect the value or intended use (single family and/or MULTI-UNIT) of the premises.

However, should the title prove defective, then SELLER shall have a reasonable time (not to exceed 30 days, unless otherwise agreed to in writing) after written notice of such defects to remedy the title; after which time, if such defects are not corrected so that there is a marketable title, then BUYER may, at BUYER'S option, withdraw said deposit and be relieved from all obligations thereunder.

6. PERFORMANCE: The Deed is to be delivered and the consideration paid at a mutually agreeable place on or before JULY 24, 1998 at 2:00PM to whom SELLER to make conveyance as herein provided. SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests, and all encumbrances so procured to clear the title shall be recorded prior to or simultaneously with the delivery of the Deed.

7. POSSESSION: Full possession of the premises, free of all tenants and occupants, except the tenants as provided herein, is to be delivered to BUYER at the time of delivery of the Deed. The said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. SELLER also agrees that the premises will be delivered to the BUYER in "brockman" condition. BUYER shall have the right to inspect the premises for compliance with this paragraph 24 hours prior to the delivery of the Deed.

8. MORTGAGE FINANCING: This agreement is contingent on Buyer's ability to obtain a MSH / NEW NEIGHBORS mortgage loan commitment of 93 % of the purchase price, at an interest rate not to exceed PR % and amortized over a period of not more than 30 years. BUYER agrees to apply for said mortgage loan within 7 days and provide a written statement within 15 days of the effective date of this agreement that BUYER has made application and based on the information provided, subject to verification, is qualified for the loan requested. BUYER is to make every effort to obtain said mortgage loan commitment on or before the day hereinafter set forth. If said written statement is not received within 15 days SELLER may, at SELLER'S option, cancel the agreement. In the event the BUYER is unable to obtain a commitment for said mortgage loan on or before the day hereinafter set forth, BUYER shall so advise the Broker in writing and this Agreement shall become null and void, and all payments made hereunder shall be refunded, and all obligations to each other shall cease. If such written notice is not received on or before the expiration date hereinafter specified, BUYER shall be bound to perform BUYER'S obligation under this Agreement. It is agreed that the time granted for obtaining a mortgage loan commitment shall expire on JULY 31, 1998 terms which may be required by the lender for such mortgage. SELLER agrees to pay up to points which may be required by the lender for such mortgage.

An independently Owned and Operated Member of Coldwell Banker Affiliates, Inc.

6 125,000 (MA) (S.A.)
DEPOSIT 500.00
BALANCE DUE 125,000 (MA) (S.A.)

Initials: Buyer ZJA
Seller
NY

TO INSPECT, BUYER is encouraged to seek permission from professionals regarding any specific issues or concerns. BUYER acknowledges receipt of disclosure form attached hereto. Agreement is subject to the following inspections, with results being satisfactory to BUYER:

Type of Inspection	Yes	No	Type of Inspection	Yes	No
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. Lead Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Waste Water Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. Underground Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Radon (air and/or water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Private Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

All inspections will be done by inspectors chosen and set by BUYER. If the result of the inspection is unsatisfactory to BUYER, BUYER may decline the contract null and void by having SELLER in writing with a copy of the written inspection report within the specified number of days, and any earnest money deposit 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 the inspection(s) mentioned above, BUYER is relying completely on BUYER'S own opinion as to the condition of the property and hereby releases Broker and SELLER from any and all liability.

10. CASUALTY LOSS. In case of any damage to the premises by fire or other casualty and unless the premises shall previously have been restored to its former condition by SELLER, BUYER may, at BUYER'S option, either cancel this Agreement and recover all sums paid hereunder or require as part of the Agreement that SELLER pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance covering such damage.

11. CONDITION. SELLER represents that all mechanical components of fixtures will be in operating condition at the time of delivery of the Deed, unless otherwise stipulated in the Agreement.

12. PROVISIONS: The following items shall be provided as of transfer of the title:
 Real estate taxes for the fiscal year in the city/town of BRUNSWICK
 SELLER is responsible for any unpaid taxes for prior year.

If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a responsibility as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

Fees: Y/N ; Esc. Y/N ; Water: Y/N ; Sewer: Y/N ; Rents: Y/N ; Assoc. Fees: Y/N ; Co-Op: Y/N ; Condos: _____

13. DEFAULT. If BUYER shall fail to fulfill BUYER'S obligations herein, all deposits made hereunder by BUYER shall be forfeited by SELLER and retained by SELLER, and such retention of amounts shall in no way limit SELLER'S other rights or remedies, either at law or in equity, for BUYER'S default hereunder.

14. DISPUTE/MEDIATION. In the event of a dispute between SELLER, BUYER and/or Broker as to any or all of the provisions of this Agreement or the performance thereof, the Broker shall remain as depositary hereunder in Broker's escrow account, unless some other agreement is reached in writing between the parties or until the dispute is resolved by binding arbitration or by court judgment between the parties, or by Broker acting in accordance with Chapter 320, Section 31, of the Maine Real Estate Commission Rules and Regulations. SELLER and BUYER agree to submit to MEDIATION any dispute before going to court. Therefore, 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 Main Residential Rules of the American Arbitration Association. This clause shall survive the closing. Both SELLER and BUYER acknowledge receiving a written explanation of mediation.

15. BROKER AS A PARTY. The Broker, co-broker and/or broker, if any, join in this Agreement and become parties hereto, insofar as any provisions of this Agreement expressly apply to any of them and to any amendments or modifications of such provisions to which the Broker, co-broker or Buyer broker, as the case may be, agrees in writing. In the event that the Broker is made a party to any lawsuit by virtue of acting as Broker, the Broker shall be entitled to recover reasonable attorney's fees and costs, which fees and costs may be deducted from approved funds. Such fees and costs shall be assessed as court costs in favor of the prevailing party.

16. MARKETING OF PROPERTY. SELLER agrees that upon signing of this Agreement by SELLER and BUYER, and during the pendency of this Agreement, the Broker shall engage in marketing activities, including, but not limited to, advertising, showing, promoting, offering for sale, seeking of back-up offers in any other way offering the property for sale. Broker shall, however, disclose to SELLER any substantial interest concerning the purchase of the real estate subsequent to the date of this agreement.

17. HOME WARRANTY PROGRAM. BUYER acknowledges that the Broker, co-broker or Buyer broker, if any, have informed BUYER of the opportunity to purchase a home warranty program in the event SELLER has declined to furnish the same to BUYER. In light of this disclosure, BUYER hereby releases Broker, co-broker or Buyer broker, if any, from any and all liability regarding the furnishing of a home warranty program.

18. AGENCY DISCLOSURE. The following agency relationships are hereby confirmed for this transaction:

BUYER and SELLER hereby acknowledge a dual agency relationship exists. Yes no

Listing Agent, aka/a Broker of MARK STIMSON, ASSOC. is the agent of:
 X Seller exclusively
 Seller and Buyer

Selling Agent, aka/a Co-Broker or Buyer Broker of CHRIS CORMIER of COLDWELL BANKER is the agent of:
 X Buyer exclusively; or
 Seller exclusively, or
 Buyer and Seller

TRANSFER TAX The BUYER and SELLER will each pay transfer tax as required by the State of Maine

20. WITHHOLDING. SELLERS are legal residents of MAINE AND. In the event SELLERS are not legal residents of the State of Maine and the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 925C-1 requires 2.5% of the total consideration paid for the property to be withheld by the real estate escrow person who closes the transaction to be paid over to the State Tax Assessor, unless a waiver is obtained from the Bureau of Taxation, Augusta, Maine.

21. PRICING STATEMENTS. All representations, statements, disclosure forms and agreements hereto made between the parties are merged in this agreement which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by each other or on their behalf.

22. NOTICE. Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

23. 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, brokers, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize Agent(s) to receive listing statements.

24. CONSTRUCTION OF AGREEMENT. This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be amended, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER, their obligations hereunder shall be joint and several.

25. OTHER CONTINGENCIES.
 APPENDUM(S) ATTACHED.

1) SELLER SHALL PROVIDE BUYER WITH A COPY OF THE INCOME AND EXPENSE REPORT WITH 7 DAYS OF THE EFFECTIVE DATE OF THIS CONTRACT AND THE BUYER SHOULD HAVE 5 DAYS TO EXAMINE... SHOULD THE BUYER FIND THE INCOME AND EXPENSE REPORT UNSATISFACTORY BUYER MAY AT BUYERS OPTION DECLARE THE CONTRACT NULL AND VOID AND ALL EARNEST MONEY SHALL BE RETURNED TO BUYER. IN THE ABSENCE OF SUCH NOTIFICATION THE REPORT SHALL BE DEEMED ACCEPTABLE

2) BUYER SHALL GET INTO UNIT 4 OF THE BUILDING AND RENT IT TO HIS SATISFACTION WITHIN 7 DAYS OF THE EFFECTIVE DATE OR BUYERS MAY AT BUYERS OPTION DECLARE THE CONTRACT NULL AND VOID AND ALL EARNEST SHALL BE RETURNED TO BUYER

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

<u>Snead, Albeskier</u> Buyer	<u>006-94-7894-5/29</u> S.S.# Date	<u>[Signature]</u> Witness
<u>[Signature]</u> Buyer	<u> </u> S.S.# Date	<u>[Signature]</u> Witness
<u>[Signature]</u> Seller	<u>6-1-98</u> S.S.# Date	<u>[Signature]</u> Witness
<u>[Signature]</u> Seller	<u> </u> S.S.# Date	<u>[Signature]</u> Co-Broker

Effective Date (Final acceptance date) 6/8/98

EXTENSION			
The time for the performance of this agreement is extended until			
	Buyer	Seller	Date
	Buyer	Seller	Date