



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 45 Brackett St **CBL 044 E014001**
Issued to Pohl Leslie N & /no contractor / self **Date of Issue** 06/06/2006

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. 04-0814 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

Entire

Three Family, Type 5b, Use Group R-2, Boca 1999

Limiting Conditions:

**This certificate supersedes
certificate issued**

Approved:

6/6/06
.....
(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.

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 040814
MAR 25 2005
CITY OF PORTLAND

This is to certify that Pohl Leslie N & /no contractor self

has permission to Make 3rd unit legal and conforming

AT 45 Brackett St C 044 E014001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is leased or occupied. **48 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. *[Signature]*

Health Dept. _____

Appeal Board _____

Other _____
Department Name

[Signature]
3/24/05
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 ISSUED

Permit No: 04-0814	Issue Date: MAR 25 2005	CDL: 044 E014001
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Location of Construction: 45 Brackett St	Owner Name: Pohl Leslie N &	Owner Address: 45 Brackett St Apt 2	Phone: 874-0093
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone: CITY OF PORTLAND
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	Zone: R-2

Past Use: 2 unit multifamily	Proposed Use: 3 unit multifamily	Permit Fee: \$300.00	Cost of Work: \$0.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-2 Type: SB BOCA 1999	

Proposed Project Description: Make 3rd unit legal and conforming	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: jodinea	Date Applied For: 06/15/2004	Zoning Approval	
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <input type="checkbox"/> Denied Date: <i>3/23/05</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
	Date: <i>3/23/05</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

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0814	Date Applied For: 06/15/2004	CBL: 044 E014001
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Location of Construction: 45 Brackett St	Owner Name: Pohl Leslie N &	Owner Address: 45 Brackett St Apt 2	Phone: () 874-0093
Business Name:	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	

Proposed Use: legalizing one nonconforming unit for a total of 3 unit multifamily	Proposed Project Description: Make 3rd unit legal and conforming
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 03/23/2005
Note: 8/4/04 notices sent - no comments received from the notice **Ok to Issue:**
6/22/04 -NFPA sign off received with three comments
3/22/05 - received Housing sign off

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This property shall remain a three (3) family dwelling with the issuance and subsequent certificate of occupancy of this permit. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 03/24/2005
Note: **Ok to Issue:**

- 1) Construction activity was not applied for or reviewed as a part of this permit. This permit authorizes a change in use ONLY.
- 2) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 06/22/2004
Note: **Ok to Issue:**

- 1) the boiler shall be separated with a minimum of one hour enclosure or with a smoke protected enclosure with a domestic sprinkler
- 2) smoke detectors shall be installed in accordance with NFPA 101 life safety code
- 3) vertical openings shall be fire rated with a minimum of one hour rating

Comments:

6/15/04-jodinea: ck for \$300.00 attached-permit application not marked paid



CITY OF PORTLAND

APPLICATION FOR LEGALIZATION OF NONCONFORMING DWELLING UNITS Section 14-391 – In effect March 24, 2004

Location/Address of Legalization: 45 Brackett St Portland, Maine 04102	
Tax Assessor's Chart, Block & Lot Chart# 044 Block# E Lot# 014	Owner: Leslie Phil / Robert Fiske Telephone: 874-0093 Address: 45 Brackett St. #2 Portland ME 04102
Contact name, address & telephone if different than above:	Cost of Work: \$ _____ Fee: \$ _____ \$300 per legalized unit & \$75 per C of O
Current # of legal D.U. 2	Requested # of units To be legalized: 1 Total bldg. units: 3
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting: ● Tax Assessment records : 1981	
Attach evidence that the current owner/applicant neither constructed nor established the non-conforming dwelling units to be legalized: List evidence that you are submitting: Regarding our purchase of 45 Brackett on 3/31/03. ① Copy of the Information Sheet from the Realtor ② Copy of the purchase and sale agreement showing 3 stoves & 3 refrigerators ③ Copy of the lease that was in place for Unit 3 when we purchased the house.	
<i>I hereby certify that I am the Owner of record of the above 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.</i>	
Signature of applicant: Leslie Phil	Date: 6/6/04
This is NOT a permit, you may not commence ANY work until the permit is issued.	

From: Mike Nugent
To: Lannie Dobson
Date: Wed, Jul 7, 2004 12:29 PM
Subject: have you seen a permit for

45 Danforth St., it's to legalize a illegal dwelling unit? I know we were talking about on of these yesterday and I wasn't sure if this was the one

CC: Marge Schmuckal

June 7, 2004

Mary P. Davis
Loan Officer
Department of Planning and Development
City Hall
389 Congress St.
Portland, ME 04101

Dear Mary:

Thank you for your letter regarding our application for Lead Safe Housing at 45 Brackett St. We would like to address the issue that you raised about the legal number of units in our building. When we bought the building in March of 2003, we were under the impression that it was a legal three-unit. However, the copies that you sent from the City Zoning Administrator clearly contradict this.

Therefore, I am submitting our Application for Legalization of Nonconforming Dwelling Units (see attached). Thank you for doing some research and sending us the copies of old tax assessment records, those were quite helpful.

Please let me know if you find any problems with this application. Thanks again for all your help in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Leslie Pohl". The signature is written in black ink and is positioned above the printed name.

Leslie Pohl

CBL 44-E-014

11) 623

INDUSTRY 45 BUCKLE

PLANCH
KCODE

City of Portland, Maine
Department of Planning & Urban Development
INVALID CURSOR POSITION

04 FEB 91
09:24

CBL Listing for Post Cards: Format - (CCC-1-BB-LLL)
Fill with '*' for all C - Chart 1 - Chart letter B - Block L - Lot

044-E	C-11	S1-K	A-26	A-31
D	C-17	S7-E	A-27	
C-4	C-21	S8-A-20	A-28	
C-5	C-23	A-21	A-29	
C-6	C-24	A-22	A-30	
C-9	C-27	A-25	A-33	
C-12	C-28	A-24	A-32	
C-15	C-30	A-26	A-34	

Continue

Cancel

Done

105 Abutters

27 sheets



CITY OF PORTLAND

PAGE 2

APPLICATION FOR
LEGALIZATION OF NONCONFORMING DWELLING UNITS

NO WRITTEN COMMENTS
- 7 received from our
Notary

For Office Use Only:

Notices to owners of properties situated within 300 feet sent on: 8/4/2004

City Housing Ordinance compliance received on: 3/22/05 - ok from MALAD
gave another one to housing - 3rd one to housing on 3/15/05

City NFPA compliance received on: 6/22/04 - 3 conditions
*(1) vertical opening to the
(2) smoke det.
(3) boiler fire code*

Is ZBA action required? NO

Assessors 1981 shows 3 D.U. in different owner

submitted site plan -
submitted floor plans

ok

to Joanne → E. Gaylor
7/9/04 8/1/04

**IMPORTANT NOTICE FROM CITY OF PORTLAND
INSPECTIONS DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF ~~137~~ ^{45 Brackett} SPRING STREET**

Leslie Pohl and Robert Fiske

45 Brackett

WHAT ~~Webber Enterprises, Inc (Sarah Webber)~~ owners of property located at ~~137 Spring~~ Street, have submitted an application to legalize one existing on-conforming dwelling unit for a total of ~~1~~ dwelling units within the building.

check spelling

3

The legalization maybe permitted if the application can meet the requirements allowed under section 14-391 of the Zoning Ordinance.

WHEN If you have any objections to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to:

City of Portland Zoning Administrator
City Hall - Room 315
389 Congress Street
Portland, Maine 04101

FOR MORE INFORMATION

For more information you may contact Marge Schmuckal, Zoning Administrator at 207-874-8695. The office hours are 8:00 a.m. To 4:00 p.m. weekdays.



CITY OF PORTLAND

**CITY OF PORTLAND HOUSING CODE
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 45 Brackett St - 44-E-01A

Owner: Leslie N. Pohl & Robert Fiske

Address of Owner: Same Address **Telephone:** 874-0093

Applicant information if different than above: _____

Current number of legal units: 2

Number of units to be legalized: 1

total 3 D.U

Comments of approval or disapproval (list any and all conditions): _____

Signature: Frankland Wang **Date:** 3-22-05

2nd request 2/8/04 - 3rd request 3/17/05

**IMPORTANT NOTICE FROM CITY OF PORTLAND
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 45 BRACKETT STREET**

Issues: Leslie N. Pohl and Robert Fiske, owners of the property located at 45 Brackett Street, have submitted an application to legalize one existing non-conforming dwelling unit for a total of three dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

Feedback: If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315 389 Congress Street Portland, Maine 04101

FOR MORE INFORMATION

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ZONING DIVISION**

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IN THE VICINITY OF 45 BRACKETT STREET**

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ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 45 BRACKETT STREET**

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**IMPORTANT NOTICE FROM CITY OF PORTLAND
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 45 BRACKETT STREET**

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FOR MORE INFORMATION

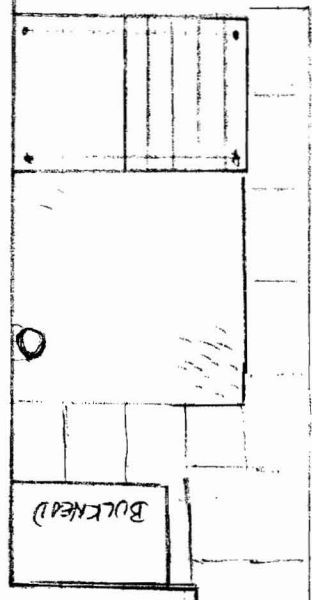
For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00am to 4:00pm weekdays.

Plot plan

PROPERTY LINE ↓

45 BRACKETT STREET
ROBERT R FISKE
LESLIE N POKL
6-6-01

EXEC SMC.



BULKHEAD



CONCRETE WALKWAY

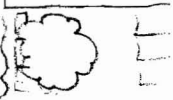
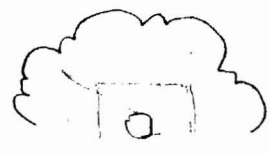
YARD

PROPERTY LINE ↓

FENCE

GARDEN

BRACKETT ST.
SIDEWALK



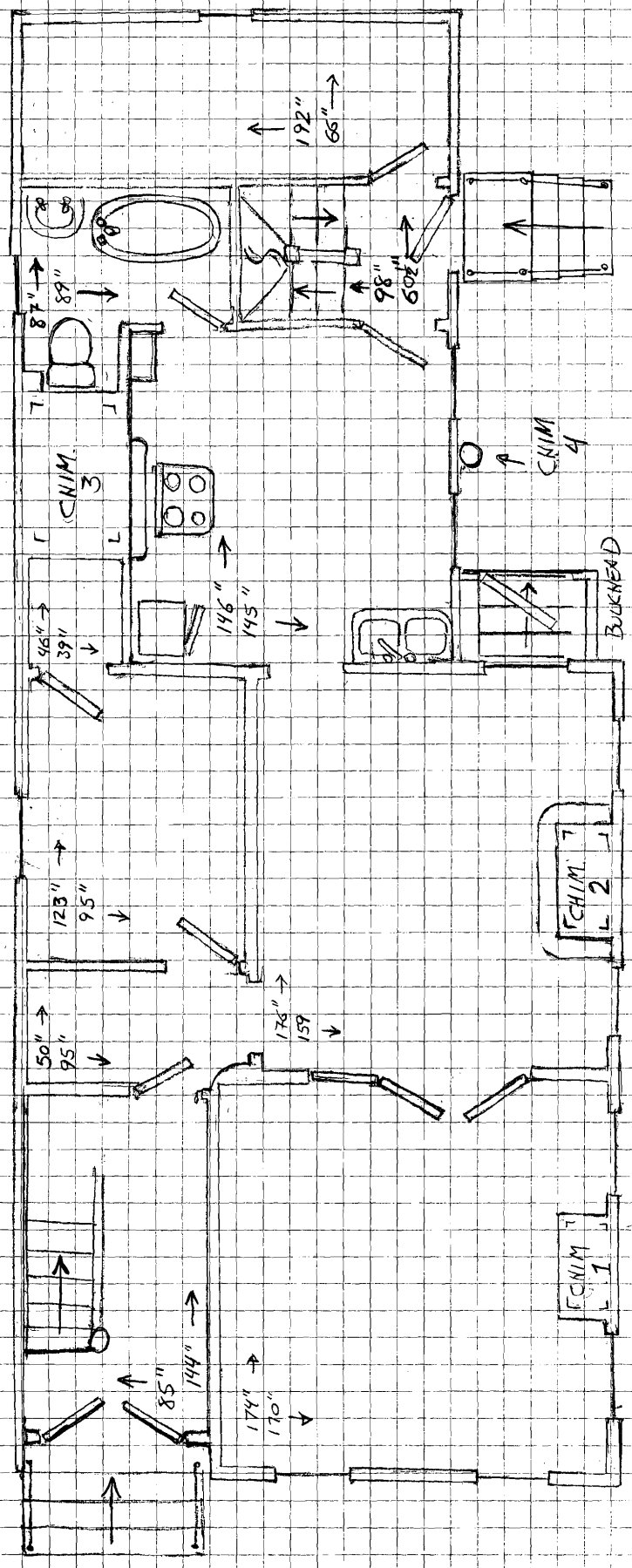
45 BRACKETT ST.

1st FLOOR

ROBERT R FISKE
LESLIE N POML

SCALE 1:48 ~ 1/4" = 1' 0"
6-4-04

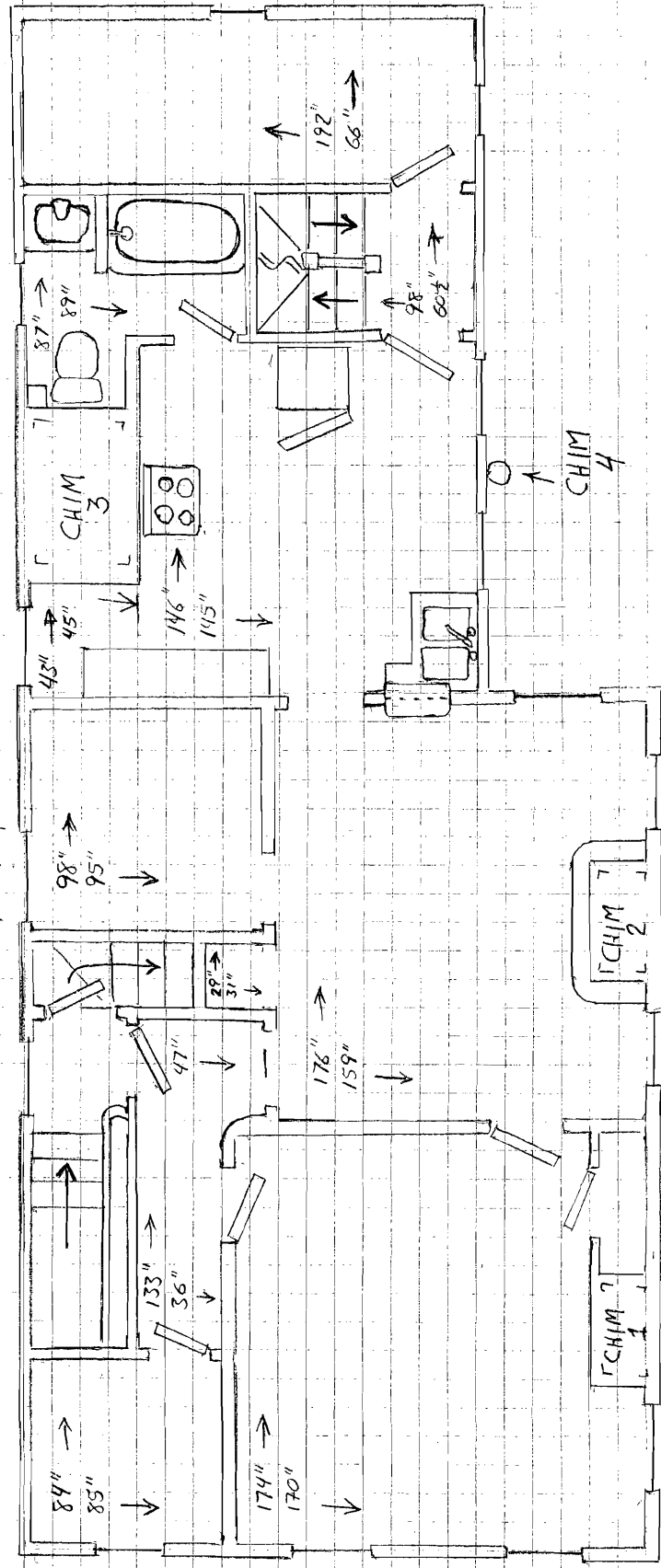
CEILING - 98"



6-2-04

45 BRACKETT ST.
 2nd Floor
 ROBERT R FISKE
 LESLIE N POHL
 CEILING - 8'6"

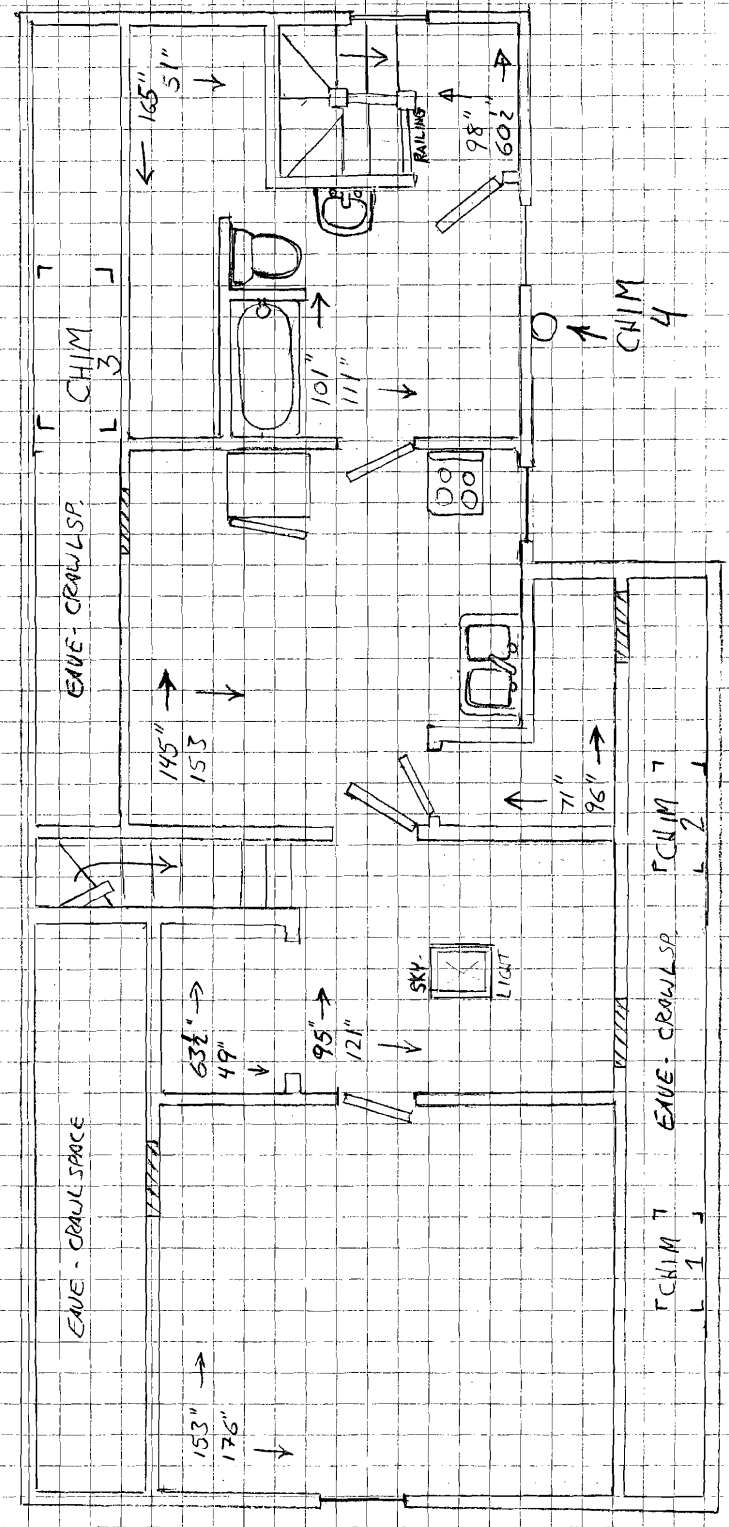
SCALE 1/16" = 1'9" = 15 FT
 6-4-04



45 BRACKETT ST.
 ROBERT R FISKE
 LESLIE N POML
 6-4-04

3RD FLOOR
 CEILING - 8 1/2"

SCALE 1:48 ~ 1/4" = 1 FOOT



08/03/2004

Next Day

SITE PLAN APPLICATION ID: 623 45 BRACKETT ST

8:32 AM

CB/L	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
044 C004001	LEAPING FISH LLC	377 CUMBERLAND AVE PORTLAND, ME 04101	193 YORK ST	5
044 C009001	SPINELLA RONALD J & CHRISTINE L JTS	377 CUMBERLAND AVE PORTLAND, ME 04101	31 TYNG ST	4
044 C015001	PROMENADE PROPERTIES LLC	PMB 384 PO BOX 9715 PORTLAND, ME 04102	39 TYNG ST	7
044 C017001	CARDONE LORRAINE L & DOROTHY T JTS	45 TYNG ST PORTLAND, ME 04102	45 TYNG ST	2
044 C019001	HELLER NICHOLAS & JOSEPHINE CONTE JTS	47 TYNG ST PORTLAND, ME 04102	47 TYNG ST	1
044 C021001	BIGELOW GEORGE E	51 TYNG ST PORTLAND, ME 04102	51 TYNG ST	2
044 C023001	FORTIER JAMIE T	8 ALDER ST SOUTH PORTLAND, ME 04106	53 TYNG ST	3
044 C024001	FORESTATE ASSOCIATES LLC	ONE CITY CENTER PORTLAND, ME 04101	54 STATE ST	7
044 C027001	MORRISON STEPHEN H	PO BOX 25 A CUMBERLAND CENTER, ME 04021	156 DANFORTH ST	5
044 C028001	MORRISON STEPHEN H	PO BOX 25 A CUMBERLAND CENTER, ME 04021	158 DANFORTH ST	4
044 C030001	CARDONE DOROTHY T & LORRAINE L CARDONE JTS	45 TYNG ST PORTLAND, ME 04102	43 TYNG ST	1
044 D006001	GUTGSELL MICHAEL S & NANETTE D GUTGSELL JTS	32 TYNG ST #2 PORTLAND, ME 04102	32 TYNG ST	1
044 D008001	GUTGSELL MICHAEL S & NANETT D GUTGSELL JTS	32 TYNG ST #2 PORTLAND, ME 04102	34 TYNG ST	1
044 D009001	MATTOZZI DOMENICO & BONNIE	9 TATE ST PORTLAND, ME 04102	9 TATE ST	2
044 D010001	FAY MARTHA	P.O.BOX 2 ROUND POND, ME 04564	36 TYNG ST	2
044 D011001	MARLOWE DANIEL P	13 TATE ST PORTLAND, ME 04102	13 TATE ST	2
044 D012001	PARCAK AARON J & JOHN P PARCAK &	42 TYNG ST PORTLAND, ME 04102	42 TYNG ST	2
044 D013001	CARDONA MARY K	25 TATE ST #1 PORTLAND, ME 04102	25 TATE ST	1
044 D013002	SIMPSON JAMES P & SANDRA L	23 TATE ST #2 PORTLAND, ME 04102	23 TATE ST	1
044 D013003	ORNE JEFFREY C & NANCY I JTS	19 TATE ST #3 PORTLAND, ME 04102	19 TATE ST	1
044 D013004	WADSWORTH ROBERT L & DONNA M JTS	17 TATE ST #4 PORTLAND, ME 04102	17 TATE ST	1
044 D016001	PALEY DEBORAH C & DAVID H HULBERT JTS	48 TYNG ST PORTLAND, ME 04102	48 TYNG ST	1
044 D019001	COYNE MARY F ETAL	54 TYNG ST PORTLAND, ME 04102	54 TYNG ST	1
044 D020001	HABITAT FOR HUMANITY PORTLAND INC	PO BOX 10505 PORTLAND, ME 04104	TATE ST	0
044 D023001	SHERWOOD WARD C WWII VET	31 TATE ST PORTLAND, ME 04102	31 TATE ST	1
044 D024001	SHERWOOD WARD C	31 TATE ST PORTLAND, ME 04102	33 TATE ST	1
044 D026001	MAPLE KING LLC	2 ROMASCO LN PORTLAND, ME 04101	35 TATE ST	3
044 D028001	MAPLE KING LLC	2 ROMASCO LN PORTLAND, ME 04101	37 TATE ST	3
044 D029001	HONAN WILLIAM E	164 DANFORTH ST PORTLAND, ME 04102	164 DANFORTH ST	5

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
044 D031001	LEVANDOWSKI MICHAEL T & ANDREW A FLAKE	62 MAIN ST VINEYARD HAVEN , MA 02568	168 DANFORTH ST	3
044 D032001	REDLON REBECCA J	172 DANFORTH ST PORTLAND, ME 04102	172 DANFORTH ST	3
044 D033001	MUNROE NANCY A	50 TYNG ST PORTLAND , ME 04101	50 TYNG ST	3
044 E001001	SHELTON PAMELA WAKEFIELD	225 YORK ST # 1 PORTLAND, ME 04102	225 YORK ST	1
044 E001002	MURPHY-BAIRD MAUREEN	225 YORK ST # 2 PORTLAND, ME 04102	225 YORK ST	1
044 E001003	SNOW DAVID J	225 YORK ST # 3 PORTLAND, ME 04102	225 YORK ST	1
044 E001004	NIELSEN JULIANNA	225 YORK ST #4 PORTLAND, ME 04102	225 YORK ST	1
044 E002001	OLIVER MARY E WID WWII VET	227 YORK ST PORTLAND, ME 04102	227 YORK ST	1
044 E003001	ORNE BERNARD L	8 READ RD WINDHAM, ME 04062	231 YORK ST	0
044 E004001	MEUSE-HAYDEN BARBARA & ALICE M MEUSE LIFE INTEREST	12 TATE ST PORTLAND, ME 04102	12 TATE ST	2
044 E006001	NOONAN MARY RITA	31 BRACKETT ST PORTLAND, ME 04102	31 BRACKETT ST	2
044 E008001	GREENE FREDERICK H III & JANE M BERGERON JTS	35 BRACKETT ST PORTLAND, ME 04102	35 BRACKETT ST	1
044 E009001	MACLEOD ALEXANDER B	14 TATE ST PORTLAND, ME 04102	14 TATE ST	2
044 E010001	WHITE SHOSHANNAH	39 BRACKETT ST PORTLAND, ME 04102	39 BRACKETT ST	2
044 E011001	MURPHY JAMES F	16 TATE ST PORTLAND, ME 04102	16 TATE ST	2
044 E012001	CLARK JOHN M	41 BRACKETT ST PORTLAND, ME 04102	41 BRACKETT ST	2
044 E013001	VINEY FRANKLIN W VN VET TD & MARION G JTS	20 TATE ST PORTLAND, ME 04102	18 TATE ST	2
044 E014001	POHL LESLIE N & ROBERT R FISKE JTS	45 BRACKETT ST APT 2 PORTLAND, ME 04102	45 BRACKETT ST	3
044 E015001	SCOTT MEREALD E & SANDRA L JTS	22 TATE ST PORTLAND, ME 04102	22 TATE ST	1
044 E016001	YANKOWSKY RICHARD A KW VET	47 BRACKETT ST PORTLAND, ME 04102	47 BRACKETT ST	2
044 E018001	NILES STEPHEN M & HOLLY J SHEEHAN JTS	49 BRACKETT ST PORTLAND, ME 04102	49 BRACKETT ST	2
044 E020001	VERRILL THOMAS A	51 BRACKETT ST PORTLAND , ME 04102	51 BRACKETT ST	1
044 E021001	PORTER J FREEMAN	15 BALLARD ST SOUTH PORTLAND , ME 04106	55 BRACKETT ST	6
044 E023001	PORTER J FREEMAN	15 BALLARD ST SOUTH PORTLAND , ME 04106	59 BRACKETT ST	6
044 E024001	HOBLE EDWARD A & DAVID GARRITY JTS	174 DANFORTH ST PORTLAND, ME 04102	174 DANFORTH ST	2
044 E025001	HOBLE EDWARD A & DAVID J GARRITY JTS	174 DANFORTH ST PORTLAND , ME 04102	176 DANFORTH ST	4
044 E026001	NAPOLITANO TIMOTHY A	PO BOX 2310 SOUTH PORTLAND , ME 04116	180 DANFORTH ST	10
044 E027001	DUEST JUDITH & DAVID W JTS	53 BRACKETT ST PORTLAND, ME 04102	53 BRACKETT ST	1
057 E001001	VANREENEN JO ANN & CHRISTOPHER HORTON JTS	100 GRAY ST PORTLAND, ME 04102	100 GRAY ST	2

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
057 E002001	CRANE CHARLES D	98 GRAY ST PORTLAND, ME 04102	98 GRAY ST	3
057 E003001	HOLMES-SMITH JULIET & S CAMPBELL BADGER JTS	96 GRAY ST PORTLAND, ME 04102	96 GRAY ST	1
057 E004001	LUTHY JAMES A & NANCY A MERROW JTS	94 GRAY ST PORTLAND, ME 04102	94 GRAY ST	1
057 E005001	KOLBERT DANIEL M & LAURA L CIANCHETTE JTS	90 GRAY ST PORTLAND, ME 04102	90 GRAY ST	1
057 E006001	FOSTER MARC C	90 BRACKETT ST PORTLAND, ME 04102	90 BRACKETT ST	3
057 E007001	ANGLE BETHANY	14 WINTER ST PORTLAND, ME 04102	88 BRACKETT ST	5
057 E008001	WAGABAZA DAVID A	211 DANFORTH ST PORTLAND, ME 04102	211 DANFORTH ST	1
057 E009001	NICHOLOS PAULINE	207 DANFORTH ST PORTLAND, ME 04102	207 DANFORTH ST	1
057 E010001	NICHOLOS PAULINE	201 DANFORTH ST PORTLAND, ME 04102	201 DANFORTH ST	1
057 E011001	DOHERTY ROBERT J & JOANNE M JTS	193 DANFORTH ST PORTLAND, ME 04102	193 DANFORTH ST	1
057 E012001	KOPACK STANLEY M R KW VET	84 R BRACKETT ST PORTLAND, ME 04102	84 BRACKETT ST	1
057 E013001	DUNN MAUREEN E	84 BRACKETT ST PORTLAND, ME 04102	84 BRACKETT ST	1
057 E014001	FOLEY MARGARET M	82 BRACKETT ST PORTLAND, ME 04102	82 BRACKETT ST	2
057 E015001	MCARDLE ROBERT D & RICHARD ROTHLSBERGER JTS	80 BRACKETT ST PORTLAND, ME 04102	80 BRACKETT ST	1
057 E016001	DOHERTY THOMAS P	187 DANFORTH ST PORTLAND, ME 04102	187 DANFORTH ST	2
057 K001001	DANA LORIE G	208 DANFORTH ST PORTLAND, ME 04102	208 DANFORTH ST	3
057 K002001	HARPER ELAINE M	61 JEFFERSON ST SOUTH PORTLAND, ME 04106	206 DANFORTH ST	7
057 K003001	HAFFENREFFER RUDOLF IV	200 DANFORTH ST PORTLAND, ME 04102	200 DANFORTH ST	2
057 K004001	LAUDAMUS LEIF & HILARY APTOWITZ JTS	198 DANFORTH ST PORTLAND, ME 04102	198 DANFORTH ST	1
057 K005001	ROSENTHAL VICTORIA A	196 DANFORTH ST PORTLAND, ME 04102	196 DANFORTH ST	3
057 K006001	CHANDLER GRETE L	194 DANFORTH ST PORTLAND, ME 04102	194 DANFORTH ST	4
057 K007001	HAWKES PETER B & ELIZABETH B JTS	192 DANFORTH ST PORTLAND, ME 04102	192 DANFORTH ST	2
057 K008001	FINK ARTHUR J	10 NEW ISLAND AVE PEAKS ISLAND, ME 04108	190 DANFORTH ST	3
057 K009001	THOMSEN THOMAS W	188 DANFORTH ST PORTLAND, ME 04102	188 DANFORTH ST	4
057 K011001	BROWN JESSICA M	62 BRACKETT ST PORTLAND, ME 04102	62 BRACKETT ST	2
057 K012001	WILEY PHYLLIS M	62 BRACKETT ST PORTLAND, ME 04102	62 BRACKETT ST	3
057 K013001	DANA MATTHEW P	14 W ELM ST YARMOUTH, ME 04096	57 CLARK ST	3
057 K014001	MILLER ROSEMARY	27 SALEM ST PORTLAND, ME 04102	27 SALEM ST	1
057 K015001	MULQUEENEY DAVID	31 NEW RD SCARBOROUGH, ME 04074	19 SALEM ST	3

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
057 K016001	NICHOLS DIANE M	17 SALEM ST PORTLAND, ME 04102	17 SALEM ST	1
057 K018001	FOLEY PETER D & JOYCE L JTS	7 SALEM ST PORTLAND, ME 04102	7 SALEM ST	3
057 K019001	CLOWES ELIZABETH DABROSKY	5 SALEM ST PORTLAND, ME 04102	5 SALEM ST	1
057 K020001	FOX STEPHEN H	20 SCHOOL ST PORTLAND, ME 04102	60 BRACKETT ST	3
057 K021001	KIDDER HOLLY M	56 BRACKETT ST PORTLAND, ME 04102	3 SALEM ST	3
057 K023001	FOLEY MICHAEL B	15 SALEM ST PORTLAND, ME 04102	15 SALEM ST	1
057 K024001	PAREKH RAHUL	184 D ADA AVE MOUNTAIN VIEW, CA 94043	21 SALEM ST	3
057 K025001	MILOSE RUTH	64 1/2 BRACKETT ST R PORTLAND, ME 04102	64 BRACKETT ST	2
058 A020001	SARFATY KAREN	46 SALEM ST PORTLAND, ME 04102	46 SALEM ST	1
058 A021001	GAUDET CLAUDE J & SHIRLEY M JTS	206 MOUNTAIN RD FALMOUTH, ME 04105	42 SALEM ST	4
058 A023001	DALE WILLIAM M JR & ELIZABETH GIESE JTS	40 SALEM ST PORTLAND, ME 04102	40 SALEM ST	1
058 A024001	COYNE JO ELLEN	36 SALEM ST PORTLAND, ME 04102	36 SALEM ST	2
058 A026001	ELLIS STEVEN	PO BOX 201 GORHAM, ME 04038	44 CLARK ST	1
058 A027001	MUSHIAL ERIK & CAITLIN J JTS	42 CLARK ST PORTLAND, ME 04102	42 CLARK ST	3
058 A029001	GRAHAM LANI F B	PO BOX 10368 PORTLAND, ME 04104	32 CLARK ST	3
058 A032001	MCGARVEY MICHELLE J & SHANE MCGARVEY JTS	45 SUMMER ST PORTLAND, ME 04102	45 SUMMER ST	1
058 A033001	YANKOWSKY JAMES N & KIMBERLY S JTS	49 SUMMER ST PORTLAND, ME 04102	49 SUMMER ST	2
058 A034001	TALBOT DENISE A	51 SUMMER ST PORTLAND, ME 04102	51 SUMMER ST	2

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
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Total Listed: 105

to Joanne

7/9/04

044 E 014

**IMPORTANT NOTICE FROM CITY OF PORTLAND
INSPECTIONS DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF ~~137~~ ^{45 Brackett} SPRING STREET**

Leslie Pohl and Robert Fiske

WHAT ~~Webber Enterprises, Inc (Sarah Webber)~~ owners of property located at ~~137 Spring~~ Street, have submitted an application to legalize one existing on-conforming dwelling unit for a total of ~~1~~ ³ dwelling units within the building.

her spelling

45 Brackett

The legalization maybe permitted if the application can meet the requirements allowed under section 14-391 of the Zoning Ordinance.

WHEN If you have any objections to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to:

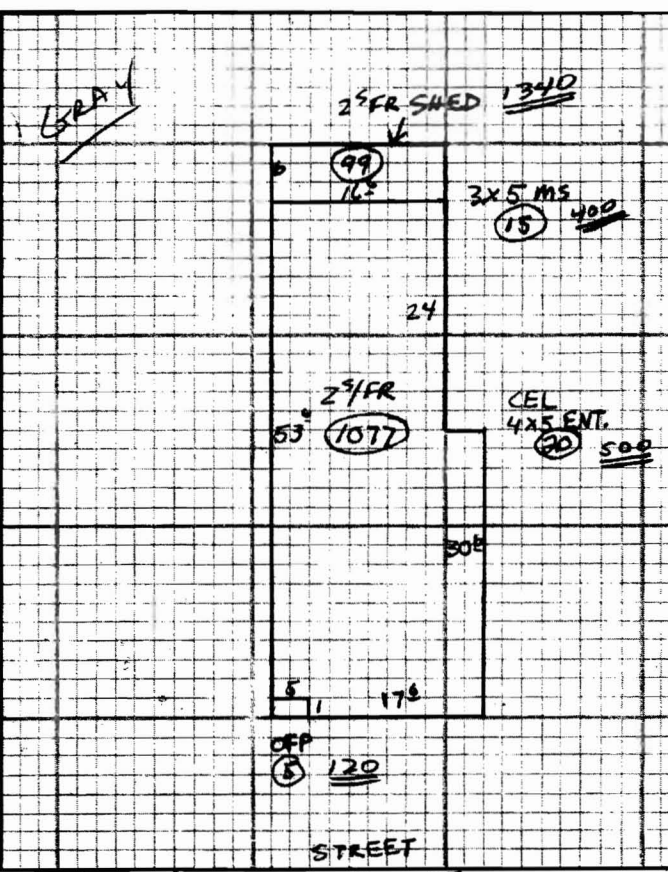
City of Portland Zoning Administrator
City Hall - Room 315
389 Congress Street
Portland, Maine 04101

FOR MORE INFORMATION

For more information you may contact Marge Schmuckal, Zoning Administrator at 207-874-8695. The office hours are 8:00 a.m. To 4:00 p.m. weekdays.

V	VACANT LOT	OCCUPANCY	
(D)	DWELLING DATA	SINGLE FAMILY	
CONSTRUCTION		TWO FAMILY	
2.0 STORY 2		APARTMENT	3 ✓
1 BI-LEVEL	1 BRICK	NO. UNITS	
2 SPLIT-LEVEL	2 FRAME	OTHER	
	4 CONC. BLK.	COTTAGE	
	5 STUCCO	UNFIN.	
	7 STONE	FIN. OPEN	
	8	FIN. DIV.	
	9		
AGE		GROUND FLOOR AREA	
ERECTED	000	ADDITION POINTS	
REMODELED	19	GRADE FACTOR C 105 %	
LIVING ACCOMMODATIONS		C & D FACTOR [1.0 %	
TOTAL ROOMS 11	BED ROOMS 4	CDU <u>AV</u> DEPRECIATION %	
FULL BATHS 3	HALF BATHS 0	DWELLING COMPUTATIONS	
FAMILY ROOMS 0	TOTAL FIXTURES 13	BASE PRICE 55,490	
FOUNDATION		PLUMBING 4,000	
BASEMENT & ATTIC		BASEMENT	
CONCRETE	FIN. BSMT. AREA 100	BASEMENT FIN.	
CONC. BLOCK WALLS	HEAD ROOM 015	ATTIC	
RICK STONE WALLS	GARAGE S D	HEATING	
PIERS/SLAB/CRAWL		ADDITIONS 2,360	
ASEMENT - FULL	ATTIC - FL. & STR.	DORMERS	
0 1/4 1/2 3/4	FINISHED ATTIC ✓	TOTAL BASE 68,610	
	DORMER L/F	GRADE FACTOR 1.05	
EXTERIOR WALLS		TOTAL 72,040	
1000 VINYL ALUM.		OTHER FEATURES	
HINGLES - WOOD	INTERIOR FINISH		TOTAL 72,040
HINGLES - ASPHALT	1 2 3	REMODELING DATA	
HINGLES - ASBESTOS	✓ PINE	KITCHEN	
RICK VENEER	HARDWOOD	PLUMBING	
	PLASTER ✓✓✓	HEATING	
LANKET INSULATION	DRYWALL	GENERAL	
DOOF INSULATION	PANELING	ECONOMIC CLASS	
ROOFING		OVER BUILT	
HINGLES - ASPHALT	✓ UNFINISHED	UNDER BUILT	
HINGLES - WOOD	HEATING		
HINGLES - ASBESTOS	HOT WATER RAD BB ✓		
LATE	STEAM		
OLL	HOT AIR - FORCED		
FLOORS			
CONCRETE	8 1 2 3		
ARTH	AIR CONDITIONING		
INE	UNIT HEATER		
ARDWOOD	NO. OF HTG. STS. 1		
SPH. TILE	BY BY BY BY BY BY BY		
ARPET	SOLAR		
NOTES:	NO HEAT 1 2 3		
	OWNER		
	TENANT		
	NO ANSWER		
	INSPECTED		
	REFUSED ENTRY		
	INFO @ DBOR		
	REFUSED INFO		

OTHER FEATURES	
0	MASONRY TRIM
0	MODERNIZED KITCHEN
2	RECREATION ROOM
2	WOODBURNING FIREPLACE
0	BASEMENT GARAGE
0	ATTACHED GARAGE
TOTAL OTHER FEATURE POINTS	
DWELLING COMPUTATIONS	
19	19
19	19
BASE PRICE 55,490	
PLUMBING 4,000	
BASEMENT	
BASEMENT FIN.	
ATTIC 4,760	
HEATING	
ADDITIONS 2,360	
DORMERS	
TOTAL BASE 68,610	
GRADE FACTOR 1.05	
TOTAL 72,040	
OTHER FEATURES	
TOTAL 72,040	
C & D FACTOR 1.10	
REPL. COST 79,240	
DEPREC. 60,100	
R.C.L.D. 28,530	



OTHER BUILDINGS AND YARD	
0	
TYPE CODE	
01 GARAGE	
02 CARPORT	
03 PATIO	
04 SHED	
05 POOL	
06 BARN	
#	NO. OF ENTRIES
TOTAL VALUE - BUILDINGS	
28,530	
YEAR	NOTES:

NOTES:

RENT

1st OWNER

2nd 200 3rd year HEAT

3rd UNKNOWN

Husband not Home

①

DOWNEAST REALTY, INC.

**125 Ocean Street
South Portland, Maine 04106
Telephone (207) 767-3497
Fax (207) 799-8867**

- 4th night after bridge
- 3rd or night



As per Dea
\$2250 to
close

**45 BRACKETT STREET
PORTLAND, MAINE 04102**

3-Unit Apartment House

Price \$ 239,000

**For More Information Call
Gregory Nisbet
Downeast Realty 767-3497**

→ Incl. heat/hot water
water/sewer
→ pay electricity

Ask Ed!

Start at \$210 Contingent
at on the inspection.

Start at \$190
Deposit \$5000 → Towards
closing costs

430
95-Scarboro

SECTION II UTILITIES

A. ELECTRICAL: AMPS: 220 Volt Service [X] Yes [] No [X] Circ. Breakers [X] Fuses
Are you aware of any malfunctions? [] Yes [X] No
If Yes, Explain:

B. PIPING: Type: [X] Copper [] Brass [] Galv [X] PVC [] Lead
Are you aware of any malfunctions? [] Yes [X] No
If Yes, Explain:

C. ROOF: Type: Asphalt Shingle Age: Unknown Condition:

D. BASEMENT: [X] Full [] Partial [] Crawl [] Slab [] Outside Entrance [] Dirt [X] Concrete
[] Finished [X] Floor Drain [] Sump Pump [] Wet [] Dry
Comments:

E. HEATING SYSTEM: Type/Fuel: Forced Hot Water - Oil Age: Unknown
Fuel Supplier: B & B Annual Cost/Consumption: @ \$2548 per year
System Servicer: Last Serviced:
Are you aware of any malfunctions: [] Yes [X] No If Yes, Explain:

F. HOT WATER: Type: [] Elec. [] Gas [] Oil [X] Off Heat Unit [] Other
If other, describe:
Is tank or unit rented? [] Yes [X] No Annual Cost:
Are you aware of any malfunctions? [] Yes [X] No If Yes, Explain:

G. WATER SUPPLY: Please answer all questions regardless of type of water supply:
Type of System: [X] Public [] Private [] Seasonal [] Unknown
[] Drilled [] Dug [] Other
Installation: Location:
Installed By: Date of Installation:
What is the source of your information?:
Use: Number of persons currently using system?
Does system supply water for more than one household? [] Yes [] No [] Unk
Malfunctions: Are you aware of or have you experienced any malfunctions? [] Yes [X] No
Water Test: Have you had the water tested? [] Yes [] No
If Yes, date of most recent test: Are test reports available? [] Yes [] No
To your knowledge, have any test results ever been reported as unsatisfactory
Or satisfactory with notation? [] Yes [] No Tests Available? [] Yes [] No

H. WASTE WATER DISPOSAL:
Type of System: Public: [X] Yes [] No Private: [] Yes [] No Quasi-Public: [] Yes [] No
- If Public or Quasi-Public:
Have you experienced any problems such as line or other malfunctions? [] Yes [X] 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: Date of Installation: [] Unknown
Date of Last Servicing: Name of Service Company:
Have you experienced any malfunctions? [] Yes [] No
If yes, give the date and describe the problem:
Leach Field: [] Yes [] No Type: Location:
If Yes: Date of installation of leach field: Installed by:
Date of last serving: Name of Service Company:
Have you experienced any malfunctions? [] Yes [] No
If yes, give the date and describe the problem:
Is system located in a shoreland zone? [] Yes [] No [] Unknown
Source of information: Comments:
Attachment explaining current problems, past repairs or additional information? [] Yes [X] No

SECTION V. GENERAL INFORMATION

- A. Are you aware of any encroachments, easements, rights-of-way, leases, zoning variances, flood hazard areas, Government restrictions or restrictive covenants on the property? Yes No
If yes, explain:
What is the source of your information?
- B. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space, Farmland, Homestead or Veteran? Yes No Unknown
If yes, explain:
- C. Have you made any additions or structural changes or other alterations to the property? Yes No
If yes, explain:
- D. Is there anything else that you feel you should disclose to a prospective Buyer because it may materially affect the value of the property e.g.; zoning changes, non conforming units, structural/mechanical defects or repairs, previously corrected or currently needed, etc.? Yes No
If yes, explain:
- E. Is the property covered by a Home Warranty Contract? Yes No
- F. Additional information not covered by this disclosure: **None**

Attachments explaining additional information for this section: Yes No
Comments:

SELLER'S STATEMENT:

The undersigned Seller represents that the information set forth in the foregoing disclosure statement, and Attachments if any, is accurate and complete. Seller does not intend this disclosure statement to be a Warranty or guarantee or any kind. Seller hereby authorizes Downeast Realty, Inc. to provide This information to other Real Estate Brokers and Agents and to prospective Buyers. Seller will notify Downeast Realty, Inc. immediately in writing if any information set forth in this Disclosure Statement becomes inaccurate or incorrect in any way through the passage of time.

BUYER'S RECEIPT AND ACKNOWLEDGMENT:

1. Buyer has carefully inspected the property and has been advised to have the property examined by professional inspectors. Buyer acknowledges that no Broker or Agent involved in this transaction is an expert at detecting or repairing physical defects in the property.
2. Buyer understands that the property is to be sold in its present condition as is, without warranties or guarantees of any kind by Seller or Broker or Agent. No representations concerning the condition are being relied on except as stated above or in a purchase and sale agreement.
3. Buyer has received and reviewed owner's deed of subject property.
4. If Buyer is represented by a Buyer Broker, both Buyer and Buyer Broker have read and understand this Seller's Disclosure statement.
5. Buyer has been informed of the opportunity to purchase a home warranty in the event Seller has declined to furnish the same to the Buyer.

Seller: _____ Date: _____ Buyer: _____ Date: _____

Seller: _____ Date: _____ Buyer: _____ Date: _____

THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

0056883

DK 5759PG245

2

WARRANTY DEED

Know All Men By These Presents That I, William H. Dawson
of PO Box 7102, Portland,
County of Cumberland and State of Maine,

for consideration paid, grant to David M. Epright

of 21 Redlon Road, Portland,
County of Cumberland and State of Maine

with WARRANTY COVENANTS:

A certain lot or parcel of land together with any buildings thereon situated in
Portland County of Cumberland
and State of Maine, more particularly described in Exhibit A attached hereto and
incorporated herein by reference.

In Witness Whereof, I have hereunto set my hand(s) this 26th day of
September, 2000

Wendy Swan
Witness

William H. Dawson
William H. Dawson

State of Maine
County of Cumberland ss.

On this 26th day of September, 2000, personally appeared before me the
above named William H. Dawson

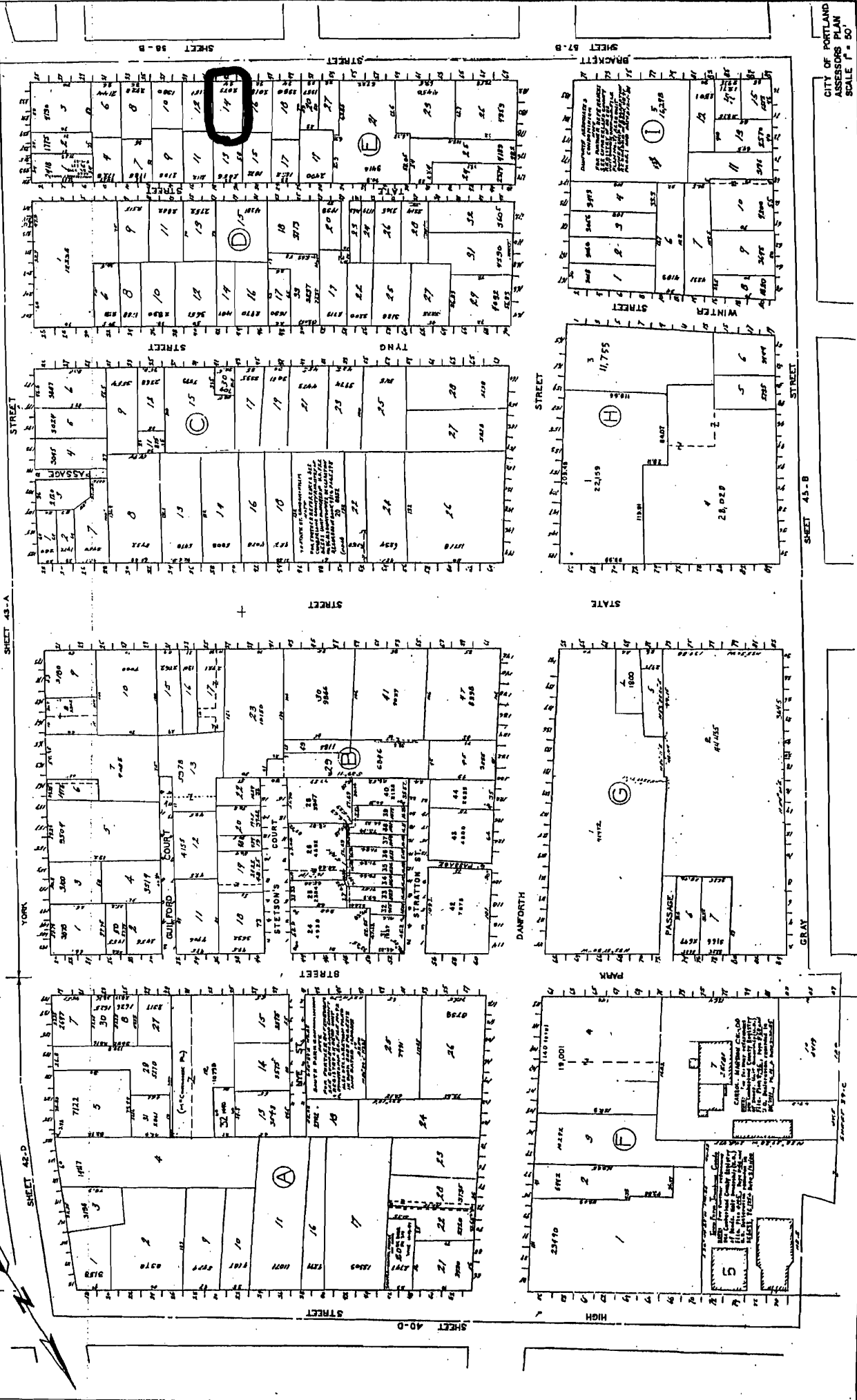
and acknowledged the foregoing to be his/her/their free act and deed.

Wendy Swan
Notary Public, Attorney at Law

Return to: David M. Epright
21 Redlon Road
Portland ME 04102

10/13/04

No 44



CITY OF PORTLAND
ASSESSORS PLAN
SCALE 1" = 50'

RETRACTED 2-21-87

SHEET 43-A

SHEET 42-D

SHEET 40-0

SHEET 43-B

SHEET 44-B

BRACKET 47-B

SHEET 45-B

PURCHASE AND SALE AGREEMENT

FEBRUARY 13, 2003

<u>FEB. 15, 2003</u>	Effective Date
<small>Effective Date is defined in Paragraph 24 of this Agreement.</small>	

1. PARTIES: This Agreement is made between Leslie N. POKLY & ROBERT E. FISKE (hereinafter called "Buyer") of PORTLAND and ASH MEADOWS LLC (DAVID E. PRIGHT) (hereinafter called "Seller") of _____

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all) part of the premises situated in municipality of PORTLAND, County of CUMBERLAND, State of Maine, located at 45 BRACKETT STREET and described in deed(s) recorded at said County's Registry of Deeds Book(s) 15759. Page(s) 245. If "part of" see Other Conditions (paragraph 26) for explanation.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following:

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

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: (3) STOVES + (3) REFRIGERATORS

Seller represents that such items shall be operational at the time of closing, except: _____

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 225,000.00
of which DEPOSIT \$ 5,000.00
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ _____
will be paid by (date) _____. The balance due amount of ... BALANCE DUE \$ 220,000.00
is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: DOWNEAST REALTY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until FEBRUARY 17, 03 (date) 12:00 AM PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

20
21

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on APRIL 20, 2003 / 4/15/03 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

8. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

Rev.2002 Page 1 of 4 - P&S Buyer(s) Initials LP RF Seller(s) Initials WEP DLF

Phone: _____ Fax: _____
Produced with ZbForm™ by RE FormNet, LLC 18025 Faxon Mills Road, Clinton Township, Michigan 48035, (202) 383-8806

15 April 03 DLF RF

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises as is together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) _____ . Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall shall not) be paid by Buyer (cash price as of date of closing). Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer.

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	j. Other Air Tests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	k. Mold	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	l. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	m. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	n. Pool	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	o. Zoning	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Other Water Tests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	p. Code Conformance	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
h. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	q. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
i. Asbestos Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days				

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____.

15. FINANCING: This Agreement is subject to Buyer obtaining an approved Conventional mortgage of 80 % of purchase price, at an interest rate not to exceed 6 1/2 % and amortized over a period of 30 years.

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

Buyer(s) Initials [Signature] Seller(s) Initials [Signature]

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

GREGORY NISBET of DOWNEAST REALTY represents SELLERS
 Listing Agent Agency

EDWARD CONNOLLY of ERA AGENCY I represents BUYERS
 Selling Agent Agency

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

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

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

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

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No
 Explain: _____

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within _____ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

26. OTHER CONDITIONS: _____

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Jessie J. Orl
BUYER

242-11-8921
SS# OR TAXPAYER ID#

K. R. Cole
BUYER

005-66-3406
SS# OR TAXPAYER ID#

Buyer's Mailing address is 263 YORK STREET, PORTLAND, ME.

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 14th day of February 2003
[Signature] 172 42 4167
SELLER SS# OR TAXPAYER ID#

SELLER SS# OR TAXPAYER ID#

Seller's Mailing address is 21 Reddon Rd, Portland me 04101

Offer reviewed and refused on _____ SELLER

SELLER

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

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE

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STANDARD FORM APARTMENT LEASE
(Terminable on 30 Days Written Notice)

Date: OCT 31-02

This is a Lease of Apartment No. 3
located at 45 Brackett, Portland, Maine

The Landlord is: Ash Meadows House LLC.
PO Box 188, Cumberland Center, Maine 04021-0188
Telephone: (207) 829 6672

David Spright
Mari Dandoy

The Tenant is: Jayson Parks
Drivers License # _____ Maine/other state (list) _____

The term of this lease is 1 year(s), beginning on NOV 1-02, and ending on OCT 31-03
although it is possible that the term may end sooner based upon 30 days written notice by either Landlord or Tenant, or
as explained later in the Lease. Landlord and Tenant agree that each of them has various rights and duties, and that this
Lease is subject to certain conditions, as follows:

•FOR MAINTENANCE THE TENANT SHOULD CONTACT

Gene Lord or Gayle (207) 284 2673 or cell (207) 232 1803 fax (207) 2862381
(Name) (Telephone) (fax)
994 Portland Rd. Saco Me
(Address) (City)

•To be filled in only where maintenance is performed by Managing Agent.

JP

TP

9. **ANIMALS:** No dogs, cats, birds or other animals may be kept in the Apartment or allowed anywhere else in the Building or on the Landlord's property without the Landlord's written permission. The Landlord may decide, even after giving written permission that a particular animal may not be allowed to stay. If the animal belongs to the Tenant, the Tenant must, immediately upon notice from the Landlord, arrange to have the animal removed.
10. **CONSIDERATION FOR OTHERS:** Everyone living in the Building must be a good and considerate neighbor who understands and respects the fact that other persons should not be bothered by noise or other disturbances.
- 10.1. Any tenant who is the subject of two or more police visits for noise will have their lease cancelled immediately and will be given 7 days to quit the premises and remove their belongs without recourse to receive deposit or prorated rent returned.
- 10.2. The Apartment can be used only as a residence, and no business activity of any nature may take place
- Note: A loud party is one example of something which the Tenant must avoid. Another example is playing a television, radio or record player with the volume turned up too high. Musical instruments should only be played at times when others in the Building won't be annoyed. It is also important to maintain the good appearance of the Building, and the Tenant must never place any object on an outside window sill or hang or shake anything outside the Apartment.
11. **REPAIR AND MAINTENANCE:** Both the Landlord and the Tenant have responsibility for the repair and maintenance of the Apartment.
- 11.1. If the Landlord gives written permission for the Tenant to install the Tenant's own equipment, such as refrigerators, washing machines and dryers, dishwashers, stoves, garbage grinders, and electrical fixtures, the Tenant must properly install and maintain the equipment and make all necessary repairs.
- 11.2. The Tenant is also required to keep all toilets, wash basins, sinks, showers, bathtubs, stoves, refrigerators and dishwashers in a clean and sanitary condition. The Tenant must exercise reasonable care to make sure that these facilities are properly used and operated. In general, the Tenant will always be responsible for any defects resulting in abnormal conduct by the Tenant.
- 11.3. Whenever the Tenant uses the Apartment or any other part of the Building, the Tenant must exercise reasonable care to avoid damage to floors, walls, doors, windows, ceiling, roof, stairwells, porches, chimneys, or other structural parts of the Building.
- Note: As long as the Tenant complies with all of these duties, the Landlord will make all required repairs at the Landlord's expense to make sure that the Apartment is livable and fit for human habitation. If the Tenant wishes to request reasonable maintenance, the Tenant should contact the Landlord unless a managing agent is named at the beginning of this agreement.
12. **ENTRY BY LANDLORD:** Whenever permitted by law, the Landlord will be entitled to enter the Apartment even though the term of the Lease has not yet ended. Entry is permitted:
- 12.1. the Landlord wants to inspect the Apartment or make repairs,
- 12.2. the Landlord wants to show the Apartment to other persons who may be interested in buying the property, making a mortgage loan to the Landlord,
- 12.3. for renting the Apartment after the Tenant has moved out.
- 12.4. The Landlord can also enter the Apartment if it appears to have been abandoned by the Tenant or if the Landlord obtains an appropriate court order.
- Note: Future laws may authorize entry for the other reasons as well. If the Landlord ever notices that the Tenant is not properly maintaining the Apartment or is otherwise failing to comply with the Tenant's obligations under this Lease, the Landlord has the right to correct the problem and charge the Tenant for any reasonable costs which the Landlord incurs in doing so. The Tenant must then promptly reimburse the Landlord for these costs. Except in the case of emergency, or if it is impracticable to do so, the Landlord shall give Tenant 24 hours notice of Landlord's intent to enter and shall enter only at reasonable times.
13. **LOCKS AND KEYS:** The Landlord must maintain any required locks on the main entry door of the Building as well as every entry door of the Building as well as every entry door and exterior window of the Apartment. The Tenant may not change or replace any lock or add any new locks unless the Landlord gives written permission. Whenever a lock is changed or replaced, or a new lock is added, a duplicate key must promptly be given to the Landlord.
14. **Insurance:** The Tenant is required to carry insurance to cover the full replacement value of his/her personal property.

Note: The parties may also use any other method of giving notice which is permitted by law. Whenever notice is sent by mail, the party giving the notice must pay all necessary postage and must mail the notice early enough to make sure that it will be received when due.

Tenants Initials

- 24. **PERMISSION AND INVALIDITY:** The mere fact that one party has allowed the other to violate this Lease on a particular occasion does not mean that any future violation will also be allowed. The Landlord will never be assumed to have given permission to the Tenant under the terms of this Lease, or to have relieved the Tenant from any of the Tenant's obligations, unless the Landlord has made his intention clear in advance and in writing. If any provision of this Lease is declared to be invalid on a particular occasion, the Lease will still be in effect to the fullest extent permitted by law.
- 25. **PERSONAL LIABILITY:** If the Landlord is a partnership or the trustees of a trust, no individual trustee, beneficiary, shareholder or partner will be personally responsible to pay money damages for failure to comply with any of the obligations of the Landlord, and the Tenant will have rights only against the Landlord's equity in the Building in which the Apartment is located.
- 26. **REPRISALS:** The Landlord is forbidden from threatening to take or taking reprisals against the Tenant in certain cases where the Tenant is properly attempting to assert the Tenant's legal rights.
- 27. **COPY OF LEASE:** If the Landlord has orally agreed to sign this Lease, the Landlord must do so and deliver a signed copy to the Tenant within thirty (30) days after the Landlord receives a copy signed by the Tenant.
- 28. **ATTACHED FORMS:** If any forms (such as a Rent Receipt, Rent and Security Deposit Receipt or Apartment Condition Statement) are attached to this Lease, they are to be considered a part of the Lease for all purposes.
- 29. **LEGAL EFFECT:** Although this agreement has attempted to express the rights and duties of the parties in simple language understandable to a layman, the Tenant understands that this Lease will be treated as a formal legal instrument under seal and will be binding on all persons having any future dealings with the Landlord's property. If more than one copy is signed, all copies will be equally effective. If more than one person is named as the Tenant, the Landlord may hold any such person legally responsible for all of the obligations of the Tenant under this lease.

30. **ADDITIONAL PROVISIONS:**

30.1. **LANDLORD**

Chris Dondyts

30.2. **TENANT:**

31. **TENANT:**

31.1.1. Subject to applicable law, the Landlord will provide insurance for up to \$750 in benefits to cover the actual costs of relocation of the Tenant if displaced by fire or damage resulting from fire.

32. **TENANT:**

32.1.1. Be sure to receive a signed copy of this Lease.

33. **GUARANTY**

Because the Landlord is agreeing to sign this Lease, the person signing below (the "Guarantor") will be legally responsible for all of the obligations of the Tenant under this Lease. Whenever the Landlord would be entitled to take action against the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under law (technically known as "suretyship defenses") which otherwise permit the Guarantor to avoid or reduce his or her liability to the Landlord. This Guaranty will have the same legal effect as the Lease (see Paragraph 28).

GUARANTOR:

[Signature]
