

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING PERMIT

This is to certify that LLC HORTON

Located At 118 STATE ST

Job ID: 2012-06-4352-ALTR

CBL: 045-D-005-001

has permission to Renovations to kitchen & Bath, including windows

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 the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

**Fire Prevention Officer**

**Code Enforcement Officer / Plan Reviewer**

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY

PENALTY FOR REMOVING THIS CARD

## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

Close In Elec/Plmb/Frame prior to insulate or gyp

Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Jeff Levine

Job ID: 2012-06-4352-ALTR

Located At: 118 STATE ST

CBL: 045- D-005-001

## Conditions of Approval:

### **Building**

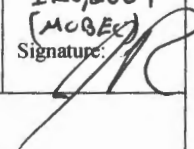
1. Separate permits are required for any electrical: plumbing, sprinkler, fire alarm, HVAC systems, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
2. Window sills in locations more than 72 inches from finished grade shall be a minimum of 24 inches above the finished floor of the room, unless a window fall prevention devices is installed in accordance with section R612.3.
3. A Carbon Monoxide (CO) alarms shall be installed in each area within or giving access to bedrooms. That detection must be powered by the electrical service (plug-in or hardwired) in the building and battery.
4. Hardwired photoelectric interconnected battery backup smoke alarms shall be installed in each bedroom, protecting the bedrooms, and on every level. A field inspection will verify your current smoke detector arraignment and the City's minimal code requirements.
5. Note Drawing "A-101" Window Schedule for first floor only; See the condition(s) below for any change (additions or enlargement) to the existing bedrooms.
  - a. A code compliant emergency escape shall be provided in each bedroom. Window sills in locations more than 72 inches from finished grade shall be a minimum of 24 inches (no higher than 44 inches) above the finished floor of the room, or in compliance with Section R612.4.2 Operation for emergency escape.
6. Mechanical or natural ventilation is required in the bathroom.
7. See attached documentation for bathroom fixtures clearance and headroom requirements
8. R302.4 Dwelling unit rated penetrations. Penetrations of wall or floor/ceiling assemblies required to be fire-resistance rated in accordance with Section R302.2 or R302.3 shall be protected in accordance with this section.

### **Fire**

1. All construction shall comply with City Code Chapter 10.
2. A sprinkler system is recommended but not required based on the following:
  - a. Contractor states renovation of the existing structure plus addition will not exceed 50% of the completed structure.

**City of Portland, Maine - Building or Use Permit Application**

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

Job No: 2012-06-4352-ALTR	Date Applied: 6/28/2012	CBL: 045- D-005-001	
Location of Construction: 118 STATE ST	Owner Name: PAT TAUB	Owner Address: 118 STATE STREET, PORTLAND, ME 04102	Phone: 542-7119
Business Name:	Contractor Name: RICK ROMANO,	Contractor Address: PO BOX 1079 18082, PORTLAND MAINE 04104	Phone: (207) 797-3381
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: R-6
Past Use: <b>Two family town house condominiums</b>	Proposed Use: <b>Same: Two family condos – to make interior renovations to kitchen &amp; bath for the front condominium</b>	Cost of Work: \$60,000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: R3 Type: SB IAC, 2009 (MOBE) Signature: 
Proposed Project Description: Renovations to kitchen & Bath, including windows		Pedestrian Activities District (P.A.D.)	
Permit Taken By: Brad		<b>Zoning Approval</b>	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>___ Maj ___ Min ___ MM</p> <p>Date: <i>OK</i> <i>7/2/12</i></p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><i>with</i></p> <p><input type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input checked="" type="checkbox"/> Approved <i>with visible</i></p> <p><input type="checkbox"/> Approved w/Conditions <i>D. Andrews</i></p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>Any exterior work requires a separate review &amp; approval</i></p>
	<b>CERTIFICATION</b>		

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



# General Building Permit Application

R-6  
Historic District 6/28/12  
73

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

2012-06-4352-ALTR

Location/Address of Construction: <u>118 STATE STREET</u>		
Total Square Footage of Proposed Structure/Area <u>NO CHANGES TO FOOT PRINT</u>	Square Footage of Lot	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart# <u>045</u> Block# <u>D005</u> Lot#	Applicant: (must be owner, lessee or buyer) Name <u>PAT TAUB</u> Address <u>118 STATE ST. office</u> City, State & Zip <u>PORTLAND, ME</u>	Telephone: <u>542-7119</u>
Lessee/DBA	Owner: (if different from applicant) Name <u>JUN 28 2012</u> Address <u>Dept. of Building Inspections</u> City, State & Zip <u>City of Portland Maine</u>	Cost of Work: \$ <u>60,000</u> C of O Fee: \$ <u>520.00</u> Historic Review: \$ _____ Planning Amin.: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>SINGLE FAMILY</u> Number of Residential Units <u>2 FAMILY - separate town houses</u> If vacant, what was the previous use? <u>condos</u> Proposed Specific use: <u>CONTINUE AS SINGLE FAMILY (front unit)</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>RENOVATIONS TO KITCHEN &amp; BATHROOM</u>		
Contractor's name: <u>PAPI &amp; ROMANO BUILDERS, INC.</u>		Email: _____
Address: <u>P.O. Box 1079</u>		<u>RICK C PAPI AND ROMANO BUILDERS.COM</u>
City, State & Zip: <u>PORTLAND, ME 04104</u>		Telephone: <u>797-3381</u>
Who should we contact when the permit is ready: <u>RICK ROMANO</u>		Telephone: <u>797-3381</u>
Mailing address: <u>John - 776-0875 call if NOT historic</u>		

Please submit all of the information outlined on the applicable checklist. Failure to do so will result in the automatic denial of your permit.

Rick - 650-3670

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

Signature: Rick Romano Date: 6/28/12

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

FOR: PAPI & ROMANO BLDRS.  
FOR: PAT TAUB

PURCHASE AND SALE AGREEMENT

4/3/12 Offer Date

4/4/12 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between PATRUCIA TAUB ("Buyer") and JACK SOLEY ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of PORTLAND, County of Cumberland, State of Maine, located at 118 STATE ST (FRONT UNIT) and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24679, Page(s) 281.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: N/A

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on N/A are included with the sale at no additional cost, in "as is" condition with no warranties: N/A All kitchen appliances are included in sale

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 425,000 - 439,000 Buyer has delivered; or will deliver to the Agency within 1 days of the Offer Date, a deposit of earnest money in the amount \$ 5,000. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000 will be delivered 4/16/12. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Keller Williams ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 4/4/12 (date) 6 AM PM; and, in the event of 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.

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 6/15/12 or no later than (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 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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.

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. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) N/A. The day of closing is counted as a Seller day. 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. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES		NO		RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES		NO		RESULTS REPORTED TO SELLER
	✓	—	✓	—			✓	—	✓	—	
a. General Building	✓	—	—	—	Within <u>10</u> days	i. Mold	✓	—	—	—	Within <u>10</u> days
b. Sewage Disposal	✓	—	—	—	Within <u>10</u> days	m. Lead Paint	✓	—	—	—	Within <u>10</u> days
c. Coastal shoreland septic	—	—	✓	—	Within <u>10</u> days	n. Arsenic Treated Wood	✓	—	—	—	Within <u>10</u> days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	✓	—	—	—	Within <u>10</u> days	o. Pests	✓	—	—	—	Within <u>10</u> days
e. Water Quantity	✓	—	—	—	Within <u>10</u> days	p. Code Conformance	✓	—	—	—	Within <u>10</u> days
f. Air Quality (including but not limited to asbestos, radon, etc.)	✓	—	—	—	Within <u>10</u> days	q. Insurance	✓	—	—	—	Within <u>10</u> days
g. Square Footage	✓	—	—	—	Within <u>10</u> days	r. Environmental Scan	✓	—	—	—	Within <u>10</u> days
h. Pool	<u>N/A</u>	—	—	—	Within <u>10</u> days	s. Lot size/acreage	✓	—	—	—	Within <u>10</u> days
i. Energy Audit	✓	—	—	—	Within <u>10</u> days	t. Survey/MLI	✓	—	—	—	Within <u>10</u> days
j. Chimney	✓	—	—	—	Within <u>10</u> days	u. Zoning	✓	—	—	—	Within <u>10</u> days
k. Smoke/CO detectors	✓	—	—	—	Within <u>10</u> days	v. Habitat Review/Waterfowl	✓	—	—	—	Within <u>10</u> days
						w. Flood Plain	✓	—	—	—	Within <u>10</u> days
						x. Other	—	—	—	—	Within <u>10</u> days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation 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 investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, 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 investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a 212,500 loan of 50% of the purchase price, at an interest rate not to exceed 6 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 30 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

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

d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.

e. Buyer agrees to pay no more than 2 points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

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

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

JOHN GOLDEN ( ) of Lux Realty Group ( )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

NAND SINGH ( ) of Keller Williams ( )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

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

16. DEFAULT/RETURN OF EARNEST MONEY: 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.

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

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

19. 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.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. 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 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No

Explain: \_\_\_\_\_  
The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: Buyer has 5-day attorney review.  
Buyer wants to close by 6/15/12



27. GENERAL PROVISIONS:

- a. 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.
- b. 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 Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 88 Park ST, PORTLAND, ME 04101  
Patricia Laub 4/3/12  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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.

Seller's Mailing address is \_\_\_\_\_  
[Signature] 4/4/12  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTER-OFFER**

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

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**EXTENSION**

The closing date of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_



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**CONDOMINIUM ADDENDUM**

To Agreement dated 4/3/12, between ~~PATRICIA TAUB~~  
JACK SOLEY ("Seller")  
 and PATRICIA TAUB ("Buyer")  
 for property located at 118 STATE ST, PORTLAND, ME

The Purchase and Sale Agreement is further subject to the following terms:

- Seller shall provide Buyer with a copy of the current Condominium Declaration, Bylaws and Rules/Regulations and an original Resale Certificate for the EATON SHAW Condominium Association in accordance with the Maine Condominium Act\* within 5 days of the Effective Date of this Agreement.
- Buyer shall have 10 days (by statute cannot be less than 5 calendar) from receipt to review and approve above documents. If Buyer is not satisfied with such documents, Buyer may terminate this Agreement by written notice to Seller within the specified number of days in which case the earnest money deposit shall be returned to Buyer. In the event Buyer does not so notify Seller within the specified number of days, this contingency is waived by Buyer.
- Seller represents that condominium association fees in the current amount of \$ 217 are due  monthly  quarterly, and include the following:
 

• Water:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Sewer:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Heat:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Hot Water:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
• Insurance:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Maintenance:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown

The association fees are payable to \_\_\_\_\_  
 at the following address: \_\_\_\_\_

Patricia Taub 4/3/12 [Signature] 4/4/12  
 Buyer Date Seller Date

---

Buyer Date Seller Date

\* The Maine Condominium Act establishes the following requirements in connection with the resale of a condominium unit: A unit owner is required to furnish to a purchaser a copy of the declaration (other than the plats and plans), the bylaws, the rules or regulations of the association, and a reasonably current certificate containing the items set forth in 33 MRSA §1604-108. The condominium's association is required, within 10 calendar days after a request by a unit owner and payment of any reasonable fee established by the association, to furnish a certificate containing the information necessary to enable the unit owner to comply with this requirement. If the certificate is not provided prior to execution of the purchase contract, the purchase contract is voidable by the purchaser until the certificate has been provided and for 5 calendar days thereafter or until conveyance, whichever first occurs.

*PT*

# SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.**

118 State Street, Front

PROPERTY LOCATED AT: Portland,

## SECTION I. WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal N/A  Unknown  
 Drilled  Dug  Other N/A

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump:  Yes  No  N/A Quantity: .....  Yes  No  Unknown  
Quality:  Yes  No  Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? .....  Yes  No  
IF YES: Date of most recent test: ..... Are test results available? .....  Yes  No  
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No  
IF YES, are test results available? .....  Yes  No  
What steps were taken to remedy the problem? N/A

• IF PRIVATE:

INSTALLATION: Location: N/A  
Installed BY: N/A DATE of Installation: \_\_\_\_\_  
What is the source of your information: N/A  
USE: Number of Persons currently using system? N/A  
Does system supply water for more than one household? .....  Yes  No  Unknown

COMMENTS: NONE

## SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM:  Public  Private  Quasi-Public .....  Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? .....  Yes  No  
What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK:  Septic Tank  Holding Tank  Cesspool  Other: N/A  
Tank Size:  500 Gal.  1000 Gal.  Unknown  Other: N/A  
Tank Type:  Concrete  Metal  Unknown  Other: N/A

Location: N/A OR  Unknown Date of Installation: \_\_\_\_\_  
Date Last Pumped: \_\_\_\_\_ Name of Company Pumping Tank: N/A

Have you experienced any malfunctions? .....  Yes  No  
If yes, give the date and describe the problem: N/A

Date of Last Servicing of tank: N/A Name of Company Servicing Tank: N/A

LEACH FIELD: .....  Yes  No  Unknown

IF YES: Location: N/A  
Date of installation of leach field: \_\_\_\_\_ Installed by: N/A

Date of Last Servicing of leach field: \_\_\_\_\_ Name of Company Servicing leach field: N/A

Have you experienced any malfunctions? .....  Yes  No  
If yes, give the date and describe the problem & what steps were taken to remedy: \_\_\_\_\_

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? .....  Yes  No  
IF YES, is it available? N/A

SOURCE OF INFORMATION: Seller

COMMENTS: N/A

IS SYSTEM LOCATED IN A SHORELAND ZONE? .....  Yes  No  Unknown  
Is System located in a Coastal Shoreland Zone? .....  Yes  No  Unknown

2012 Page 1 of 3 - SPD Buyer(s) Initials PT Seller(s) Initials [Signature]  
Keller Williams Realty 50 Sewall Street, 2nd Floor Portland, ME 4102 Phone: (207) 553-1335 Fax: \_\_\_\_\_ Nea Sawyer  
Beth Christiansen Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

**SECTION III. HEATING SYSTEM(S)/SOURCE(S)**

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	FHW			
Age of system(s)/source(s)	5yrs +/-			
Name of company that services system(s)/source(s)	unknown			
Date of most recent service call				
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))	unknown			
Malfunction per system(s)/source(s) within past 2 years	None			
Other pertinent information	None			

Buried Oil Supply Line:  Yes  No  Unknown  
 Chimney(s) Lined:  Yes  No  Unknown Age: Original Sleeved:  Yes  No  
 Is more than one heat source vented through one flue?  Yes  No  Unknown Last Cleaned: T.B.D  
 Has chimney been inspected?  Yes  No  Unknown; If Yes, when: \_\_\_\_\_ Had a chimney fire:  Yes  No  Unknown  
 Power Vent:  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

**SECTION IV. HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

**A. UNDERGROUND STORAGE TANKS - Current or previously existing:**

Are there now, or have there ever been, any underground storage tanks on your property?  Yes  No  Unknown

IF YES: Are tanks in current use?  Yes  No

IF NO above: How long have tank(s) been out of service? N/A

What materials are, or were, stored in the tank(s)? N/A

Age of tank(s): N/A Size of tank(s): N/A

Location: N/A

Have you experienced any problems such as leakage? N/A

Are tanks registered with the Dept. of Environmental Protection?  Yes  No  Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.?  Yes  No  Unknown

Comments: \_\_\_\_\_

**B. ASBESTOS - Current or previously existing:**

• as insulation on the heating system pipes or duct work?  Yes  No  Unknown

• in the siding?  Yes  No  Unknown

• in the roofing shingles?  Yes  No  Unknown

• in flooring tiles?  Yes  No  Unknown

• other: \_\_\_\_\_  Yes  No  Unknown

IF YES: Source of Information: Seller

COMMENTS: None

**C. RADON/AIR - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_

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

Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

**D. RADON/WATER - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_

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

Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

**E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form and Maine Lead Warning for more information)**

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

Unknown but possible due to age

IF YES, describe location and the basis for the determination: \_\_\_\_\_

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

IF YES, describe: \_\_\_\_\_

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

COMMENTS: None

PROPERTY LOCATED AT 118 State Street, Front, Portland.

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL:  Yes  No  Unknown  
LAND FILL:  Yes  No  Unknown  
RADIOACTIVE MATERIAL:  Yes  No  Unknown

OTHER: \_\_\_\_\_

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

**SECTION V. GENERAL INFORMATION**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations or restrictive covenants?  Yes  No  Unknown

IF YES: Explain: Homeowners Association

What is your source of information: \_\_\_\_\_

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?  Yes  No  Unknown

IF YES: Explain: \_\_\_\_\_

- Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: None
- Year Principal Structure Built: 1832 What year did Seller purchase property? + years
- Roof: Year Built - Structure: 1832 Year Shingles Installed: Unknown  
Water, moisture or leakage: No  
Comments: \_\_\_\_\_
- Foundation/Basement: Sump Pump:  Yes  No  Unknown Comments: see below \*  
Water, moisture or leakage since you owned the property:  Yes  No  Unknown Comments: None Known to this seller  
Knowledge of prior water, moisture or leakage:  Yes  No  Unknown Comments: None Known to this Seller
- Mold: Has the property ever been tested for mold?  Yes  No  Unknown If YES, are test results available?  Yes  No
- Electrical:  Fuses  Circuit Breaker  Other: \_\_\_\_\_  Unknown
- Has the property been surveyed?  Yes  No  Unknown If YES, is the survey available?  Yes  No
- Manufactured Housing: Mobile Home -  Yes  No  Unknown Modular -  Yes  No  Unknown
- KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: None known

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE:  Yes  No

**SECTION VI. ADDITIONAL INFORMATION**

\* Courtyard side of peaked roof new as of 4/1/12.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

[Signature]  
SELLER  
Jack Soley

4/4/12  
DATE

SELLER

DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER  
[Signature]  
BUYER

DATE  
4/3/12  
DATE



# LEAD PAINT ADDENDUM

TO CONTRACT DATED \_\_\_\_\_ BETWEEN  
\_\_\_\_\_ Jack Soley (hereinafter "Seller")  
AND \_\_\_\_\_ (hereinafter "Buyer")  
FOR PROPERTY LOCATED AT 118 State Street, Front, Portland,

Said contract is further subject to the following terms:

### Lead Warning Statement

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

### Seller's Disclosure (check one)

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

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

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

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

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

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

### Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment

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

### Certification of Accuracy

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

Jack Soley 3/27/12 Patricia Damb 4/3/12  
Seller Date Buyer Date

\_\_\_\_\_  
Seller Date Buyer Date

Nan Sawyer \_\_\_\_\_  
Agent Date Agent Date



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REALTORS®  
Keller Williams Realty 50 Sewall Street, 2nd Floor Portland, ME 4102  
Beth Christensen

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# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

BY

**Chicago Title Insurance Company**

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

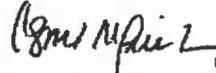
All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

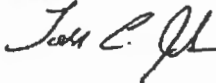
The Company will provide a sample of the policy form upon request.


IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**



By:  President

ATTEST:  Secretary

Countersigned:   
Authorized Signature



## CONDITIONS

1. The Term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage in the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.






CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE

Agent's File No. 12-176

SCHEDULE A

1. Effective Date: April 30, 2012 at 04:30 PM
2. Policy (or Policies) to be issued (Please Select): Amount:
  - (a)  ALTA Owner's Policy ( ALTA Homeowners Policy ) \$ 430,000.00  
Proposed Insured:  
Patricia F. Taub
  - (b)  ALTA Loan Policy ( ALTA Expanded Loan Policy ) \$ 215,000.00  
Proposed Insured:  
Camden National Bank, its successors and/or assigns as their respective interests may appear.
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title is at the Effective Date hereof vested in:  
Horton, LLC
5. The land referred to in this Commitment is described in Exhibit A and is located at:  
Street Address: 118 State St. (Front Unit)  
Lot Number/Unit Number: Unit 118F  
Subdivision/Condominium: Townhouses at Eaton Shaw Block Condominium  
City/Town: Portland  
County: Cumberland  
State/Zip: Maine 04101

CHICAGO TITLE INSURANCE COMPANY

By  \_\_\_\_\_  
Old Port Title

CTIC Form 72C101



**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

Agent's File No. 12-176

**SCHEDULE B - SECTION 1**

The following requirements must be complied with prior to the issuance of the policy:

NOTE: In order to issue an ALTA Homeowner's Policy (expanded coverage) for a 1-4 family residence for all transactions, including cash sales, the following documents must be properly executed at closing: 1) Survey Affidavit or Mortgage Loan Inspection; 2) Mechanic's Lien and Persons in Possession Affidavit; and 3) Purchaser's Affidavit.

1. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.
2. The Company must be furnished with a satisfactory Maine Residential Mechanics' Liens and Persons in Possessions Affidavit.
3. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.
4. Seller to sign affidavit of no mortgage.
5. Deed from Horton, LLC to Patricia F. Taub must be properly executed and recorded.
6. The Company must be furnished a copy of (1) the articles of organization, (2) written operating agreement and all amendments thereto, (3) current membership roster and (4) a certificate of good standing of said limited liability company and (5) copies of any statements of limited liability company authority including amendments or limitations thereto filed or recorded as of the effective date hereof.
7. Mortgage from Patricia F. Taub to Camden National Bank must be properly executed and recorded.
8. Note: A creditors' rights exception will be added to Schedule B - Part I of the policy if the mortgage is not recorded within ten (10) days of its execution.
9. Note: As used herein recorded shall mean recorded with Cumberland County Registry of Deeds.

*MFS*

CTIC Form 72C101

**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

Agent's File No. 12-176

**SCHEDULE B - SECTION 2**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Real estate taxes, assessments, water and sewer charges which become due and payable subsequent to the date of policy. Taxes are paid through December 31, 2011.
3. Rights, facts, interests or claims of present tenants, lessees or parties in possession that are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
4. Any liability for mechanics' or materialmen's liens.

Note: This exception is hereby deleted if the policy to be issued is an ALTA Expanded Coverage Residential Loan Policy (1/1/08).

5. Any encroachment, encumbrance, violation, variation, adverse circumstance or other state of facts affecting the title that would be disclosed by an accurate and complete survey of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.

Note: This exception is hereby deleted if the policy to be issued is an ALTA Expanded Coverage Residential Loan Policy (1/1/08).

6. The exact acreage or square footage of the premises will not be insured.
7. The Owner's Policy issued pursuant hereto will be subject to the mortgage, if any, shown in Schedule A thereof and will contain the Exceptions from Coverage set forth in this Schedule B - Section 2. The Loan Policy issued pursuant hereto (other than an ALTA Expanded Coverage Residential Loan Policy (1/1/08)) will contain the Schedule B Exceptions from Coverage 1, 2 and 3 unless the requirements set forth in Schedule B - Section 1 hereof are satisfied.
8. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: '...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.'
9. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways or any portions of the insured premises lying beyond the high water mark of any abutting body of water.
10. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title created by the Unit Ownership Act of the State of Maine, Chapter 10 of Title 33 of the Maine Revised Statutes of 1964, as amended and the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended or set forth in Declaration of Townhouses at Eaton Shaw Block, a Condominium, dated July 28, 2009 and recorded in the Cumberland County

CTIC Form 72C101



## SCHEDULE B - SECTION 2

(Continued)

Agent's File No. 12-176

Registry of Deeds in Book 27136, Page 174, as amended; in the related By-Laws; in any instrument creating the estate or interest insured by this policy; and in any other allied instruments referred to in any of the instruments aforesaid.

11. Rights and easements granted to Mercy Hospital in an instrument dated December 15, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24679, Page 305.
12. Such state of facts, including but not limited to the notes, as set forth or depicted on plan entitled "Townhouses at Eaton Shaw Block, a Condominium" dated June 18, 2009 and recorded in the Cumberland County Registry of Deeds in Plan Book 209, Pages 220 through 222.
13. Rights of others in and to appurtenant easements insured herein and terms and conditions relative to the use thereof.
14. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company in an instrument dated August 22, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2978, Page 31.
15. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company in an instrument dated March 8, 1968 and recorded in the Cumberland County Registry of Deeds in Book 3046, Page 716.
16. Such state of facts, including but not limited to the notes, as set forth or depicted on plan entitled "Boundary on State Street and Spring Street made for Mercy Hospital" dated November 3, 2006 and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 819.

CTIC Form 72C101



**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

**Agent's File No. 12-176**

**EXHIBIT A**

The Land referred to in this Commitment is described as follows:

Certain real property situated in the City of Portland, County of Cumberland and State of Maine and being more particularly described as follows:

Being Unit 118F located in the Townhouses at Eaton Shaw Block, a Condominium, as established under a Declaration of Condominium dated July 28, 2009 and recorded in the Cumberland County Registry of Deeds in Book 27136, Page 17 (the "Declaration") and as further shown on the Condominium Plat and Plans for Townhouses at Eaton Shaw Block, a Condominium, prepared by Mark Mueller Architects dated June 18, 2009 and recorded in said Registry of Deeds in Plan Book 209, Pages 220 through 222 (the "Plat and Plans"), together with an undivided interest in the Common Areas of the Condominium and the interest in the Limited Common Areas appurtenant thereto.

*MP*

# Camden National Bank

## MORTGAGE LOAN COMMITMENT

6/18/2012

Patricia F Taub  
88 Park Street # 22  
Portland, ME 04101

Loan Officer: Elizabeth Winslow  
Property Type: Condominium  
Subj. Property: 118 State Street, Portland ME 04101  
Loan Number: 141605133

Dear Patricia F Taub:

It is our pleasure to notify you that your application for a first mortgage loan has been approved subject to the following matters set forth below and on the reverse side hereof.

Loan Amount:	\$215,000.00	Appraised Value:	\$430,000.00
Amortized Loan Term:	120 months	Application Deposit:	\$250.00
Contract Interest Rate:	2.99%	Annual Percentage Rate:	3.0709%
Origination Fee:	\$886.50	Discount Points:	\$0.00
Funding Fee:	0.00%	Rate Lock Expiration:	Floating **

This mortgage loan is to be repaid in 120 equal monthly installments of principal and interest in the amount of \$2,075.06, plus any required escrows for taxes and insurance.

Evidence of title is to be provided to us, and it must indicate no liens, encumbrances, or any adverse covenants or conditions to title unless specifically approved by us. The evidence of title must be issued from a firm or source, and in a form acceptable to us.

A title insurance policy is required, at your cost, and it has been ordered from The Law Office of Robert E. Danielson, the attorney you selected, or from a bank rotation if you did not designate.

### ADDITIONAL REQUIRED ITEMS OR CONDITIONS TO BE MET BY THE BORROWER:

- 1) Please provide evidence of sufficient homeowner's insurance to the closing attorney, Atlantic Title Company, before your scheduled closing date. (This condition does not apply if the security for your mortgage loan is raw land.)
- 2) Any funds due at closing must be paid with certified funds, or a bank check.
- 3) Please find enclosed your copy of the appraisal report on the property.
- 4) Please refer to the Good Faith Estimate and Truth-In-Lending Disclosure sent to you on 04/16/12.

### ADDITIONAL REQUIRED ITEMS OR CONDITIONS TO BE MET BY THE BANK:

- 1) Satisfactory Lender's Title Insurance commitment issued from The Law Office of Robert E. Danielson.
- 2) This transaction shall have no subordinate financing.

All conditions above will need to be satisfied in order for a closing date to be scheduled. The Continuation of Commitment Conditions is on the reverse and is made a part of this agreement.

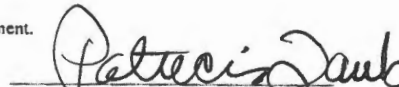
Please sign and return to us one copy of this commitment letter, along with any items requested. A return envelope has been enclosed for your convenience. If the signed commitment letter is not received by us within 10 days from the date hereof, this commitment may, at the option of Lender, become null and void.

Camden National Bank

  
Michelle Hopkins-Hallock  
Underwriter

I/We hereby accept the terms and conditions of this commitment.

6/22/12  
Date Signed

  
Patricia F Taub

\*\*The interest rate on your loan request is currently floating with the money market conditions, which means your interest rate is subject to change prior to closing. Should you wish to lock your interest rate at any time before closing, please contact your loan officer for assistance.



Addendum 3 to Agreement

Addendum to contract dated april 4, 2012

between Jack Soley, c/o Horton LLC (hereinafter "Seller")

and ) Patricia Taub (hereinafter "Buyer")

property 118 State Street, Portland, ME 04101

The parties agree that at closing, scheduled for July 3, 2012 (time to be determined) that the Seller will receive a credit of \$1400, paid in the following way: \$466.66 will be deducted from Selling Broker's commission; \$466.66 will be deducted from Listing Broker's commission; and Buyer shall pay to seller by personal check the additional amount of \$466.66

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Patricia Taub 4/18/12  
Buyer Date  
) Patricia Taub

\_\_\_\_\_  
Seller Date  
Jack Soley

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date  
c/o Horton LLC



# PORTLAND MAINE

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## Receipts Details:

**Tender Information:** Check , Check Number: 7048  
**Tender Amount:** 520.00

## Receipt Header:

**Cashier Id:** bsaucier  
**Receipt Date:** 6/28/2012  
**Receipt Number:** 45447

## Receipt Details:

Referance ID:	7073	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	520.00	Charge Amount:	620.00
Job ID: Job ID: 2012-06-4352-ALTR - Renovations to kitchen & Bath, including windows			
Additional Comments:			

**Thank You for your Payment!**



**Brad Saucier - Re: 118 State Street**

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**From:** Deb Andrews  
**To:** Brad Saucier  
**Date:** 6/28/2012 9:31 AM  
**Subject:** Re: 118 State Street

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Brad:

118 State Street is located within the West End Historic District. If the windows to be replaced are on the rear of the building and cannot be seen from any street, then no HP review would be required. In any other instance, review would be required.

I'm surprised that the job would include window replacement, as all the windows in this building were replaced within the last 5 years. Does he have the correct address?

Deb

>>> Brad Saucier 6/28/2012 9:06 AM >>>

Hi Deb

a John (776-0875) came in from Romano Builders and dropped off a permit application for interior and exterior renovations at 118 State St. and argued with me that the windows being replaced in this historic building did not fall under the historic review. Can you let me know?

***Brad Saucier***

Administrative Assistant  
Inspections Division  
City of Portland  
(207) 874-8703