

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 080021

This is to certify that William Newburn/William Newburn

has permission to Interior Renovation - Removal of one non-load bearing wall.

AT 180 HIGH ST 046-B014064

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 laid or closed-in.
HEAR 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. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

1/8/08 Cheryl M.
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

Close-out.

RE/MAX Heritage
765 Route One
Yarmouth, Maine 04096

November 27, 2007
Job No. 2007-160
Pg. 1 of 1

Subject: Structural inspection of Unit 64 of the Marlboro House located at 180 High Street in Portland, Maine.

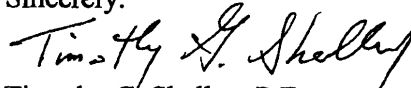
Attention: Lynn Pierce

Lynn:

Per your request, I made an inspection of Unit 64 of the Marlboro House. The purpose of my site visit was to determine if the wall located between the kitchen / dining area and the living room is a load-bearing wall. This unit is on the top floor of the Marlboro House. The roof framing is approximately 3ft. above the ceiling framing. The framing of both the roof and the ceiling spans parallel to the wall in question, and therefore it is not a load-bearing wall. The removal of this wall will require some patch work of the ceiling as this wall was most likely constructed prior to the application of the plastered ceiling.

Please let me know if you have any questions.

Sincerely:



Timothy G. Shelley, P.E.

ELECTRICAL PERMIT

City of Portland, Me.



To the Chief Electrical Inspector, Portland Maine:
The undersigned hereby applies for a permit to make electrical installations
in accordance with the laws of Maine, the City of Portland Electrical Ordinance,
National Electrical Code and the following specifications:

Date 1/25/08
Permit # 2008-41067
CBL# 410 B 14

LOCATION: 180 High Street #64 METER MAKE & # _____
CMP ACCOUNT # Portland, ME OWNER Will Newburn
TENANT Will Newburn PHONE # _____

							TOTAL EACH FEE	
OUTLETS	5	Receptacles	3	Switches		Smoke Detector	.20	1.60
FIXTURES		Incandescent		Fluorescent		Strips	.20	
SERVICES		Overhead		Underground		TTL AMPS <800	15.00	
		Overhead		Underground		>800	25.00	
Temporary Service		Overhead		Underground		TTL AMPS	25.00	
							25.00	
METERS		(number of)					1.00	
MOTORS		(number of)					2.00	
RESID/COM		Electric units					1.00	
HEATING		oil/gas units		Interior		Exterior	5.00	
APPLIANCES	1	Ranges		Cook Tops		Wall Ovens	2.00	2.00
		Insta-Hot		Water heaters		Fans	2.00	
		Dryers	1	Disposals	1	Dishwasher	2.00	4.00
		Compactors		Spa		Washing Machine	2.00	
		Others (denote)					2.00	
MISC. (number of)		Air Cond/win					3.00	
		Air Cond/cent				Pools	10.00	
		HVAC		EMS		Thermostat	5.00	
		Signs					10.00	
		Alarms/res					5.00	
		Alarms/com					15.00	
		Heavy Duty(CRKT)					2.00	
		Circus/Carnv					25.00	
		Alterations					5.00	
		Fire Repairs					15.00	
		E Lights					1.00	
		E Generators					20.00	
PANELS		Service		Remote		Main	4.00	
TRANSFORMER		0-25 Kva					5.00	
		25-200 Kva					8.00	
		Over 200 Kva					10.00	
						TOTAL AMOUNT DUE		7.60
						MINIMUM FEE/COMMERCIAL 55.00		45.00
						MINIMUM FEE	45.00	45.00

CONTRACTORS NAME M. P. Anderson Inc. MASTER LIC. # MS 20079335
ADDRESS P.O. Box 301 Westbrook, ME 04098 LIMITED LIC. # MC 60018797 4/31/06
TELEPHONE 207-653-9655

SIGNATURE OF CONTRACTOR 

White Copy - Office • Yellow Copy - Applicant

PURCHASE AND SALE AGREEMENT

November 8, 2007

11.9.07

Effective Date

Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Emily N. Newburn, William P. Newburn ("Buyer") and Thomas M. Wilhelm, Michael C. Sloan ("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 180 High Street #64 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 20594, Page(s) 066.

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: all included

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on November 8, 2007 are included with the sale at no additional cost, in "as is" condition with no warranties: electric stove, refrigerator. Seller represents that such items shall be operational at the time of closing, except: all operational

5. PURCHASE PRICE: For each Deed and conveyance Buyer agrees to pay the total purchase price of \$165,000.00 ~~\$170,000~~ ^{WN}. Buyer has delivered; or will deliver to the Agency within 3 days of the date of this offer, a deposit of earnest money in the amount of \$ 1,000.00. 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 \$ 1,500.00 will be delivered see 26a. 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 a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: REMAX Heritage ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until November 9, 2007 (date) 5:00 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 January 4th, 2008 (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 for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

July 2007

Page 1 of 4 - P&S

Buyer(s) Initials ENWNSeller(s) Initials MSMS

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: collected rent, association fees, (other) ---. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at 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. **DUE DILIGENCE:** Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property. 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	j. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days
i. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				s. Other <u>26c</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>15</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. **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 \$ ---.

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

- This Agreement is subject to Buyer obtaining a conventional loan of 80,000 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years.
- 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 4 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.
- Buyer to provide Seller with loan commitment letter from lender within 20 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing 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:

Thomas Wilhelm of Owner is a Seller Agent Buyer Agent
Licencee Agency Disc Dual Agent Transaction Broker

Lynn Pierce of REMAX Heritage is a Seller Agent Buyer Agent
Licencee Agency 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. **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 (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

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. **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: Condominium Addendum

The Property Disclosure Form is not an addendum and not part of this Agreement.

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 calendar days prior to closing.

24. **EFFECTIVE DATE/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. 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 State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) 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.

25. **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.

26. **OTHER CONDITIONS:** a. 2nd earnest money to be deposited within 3 days of Buyer's satisfactory inspections. b. Seller agrees to compensate REMAX Heritage 2.5% of sales price as commission at closing. c. Subject to association's & buyer's satisfactory approval of the ability to remove kitchen/living room wall w/in 15 days.

GN UN [Signature] MGS

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 Revenue Services.

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 130 Pine Street Apt. 1, Portland, ME 04102

Ernie Newburn 11/5/07 William P. Newburn 11/08/07
 BUYER DATE BUYER DATE
 Emily W. Newburn William P. Newburn

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 _____

Thomas N. Wilhelm 11/7/07 Michael C. Sloan 11/9/07
 SELLER DATE SELLER DATE
 Thomas N. Wilhelm Michael C. Sloan

COUNTER-OFFER

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

Purchase Price \$170,000.00

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) 11/10/07
 (time) 5:00 AM PM.

Thomas N. Wilhelm 11/9/07 Michael C. Sloan 11/9/07
 SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

Ernie Newburn 11/9/07 William P. Newburn 11/09/07
 BUYER DATE BUYER DATE

EXTENSION

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

DATE

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE



BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- | | | |
|-------------------------------------|--|--|
| <input type="checkbox"/> | Footing/Building Location Inspection: | Prior to pouring concrete |
| <input type="checkbox"/> | Re-Bar Schedule Inspection: | Prior to pouring concrete |
| <input type="checkbox"/> | Foundation Inspection: | Prior to placing ANY backfill |
| <input checked="" type="checkbox"/> | Framing/Rough Plumbing/Electrical: | Prior to any insulating or drywalling |
| <input checked="" type="checkbox"/> | Final/Certificate of Occupancy: | Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point. |

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

_____ If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

_____ CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL: _____ Building Permit #: _____

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-0021	Issue Date: 01/08/2008	CBL: 046 B014064
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Location of Construction: 180 HIGH ST	Owner Name: William Newburn	Owner Address: 180 HIGH ST # 64	Phone: 317-7554
Business Name:	Contractor Name: William Newborn	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: B-3

Past Use: Condominium	Proposed Use: Comdo - Interior renovation	Permit Fee:	Cost of Work: \$1,500.00	CEO District: 2
Proposed Project Description: Interior Renovation - Removal of one non-load bearing wall.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-2 Type: SB IRC-2003	
		Signature:	Signature: 1/8/08 ChM	
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: Imd	Date Applied For: 01/08/2008	Zoning Approval		
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
	Date:	Date:	Date:	

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 Application

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

Permit No: 08-0021	Issue Date: 01/08/2008	CBL: 046 B014064
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Proposed Project Description: Interior Renovation - Removal of one non-load bearing wall.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-2 Type: SB IRC-2003	
		Signature: 1/8/07 ChA		
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: lmd	Date Applied For: 01/08/2008	Zoning Approval
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	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"/> Date:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input 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:
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CERTIFICATION

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SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-0021	Issue Date: 01/08/2008	CBL: 046 B014064
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Location of Construction: 180 HIGH ST	Owner Name: William Newburn	Owner Address: 180 HIGH ST # 64	Phone: 317-7554
Business Name:	Contractor Name: William Newborn	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: B-3

Past Use: Condominium	Proposed Use: Comdo - Interior renovation	Permit Fee:	Cost of Work: \$1,500.00	CEO District: 2
Proposed Project Description: Interior Renovation - Removal of one non-load bearing wall.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-2 Type: SB IRC-2003	
		Signature: <i>1/8/07 CHM</i>		Signature: <i>1/8/07 CHM</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: Imd	Date Applied For: 01/08/2008	Zoning Approval		
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<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 information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <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"/> Date: _____	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<p>Historic Preservation</p> <input 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: _____
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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: 08-0021	Date Applied For: 01/08/2008	CBL: 046 B014064
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Location of Construction: 180 HIGH ST	Owner Name: WILHELM THOMAS M & MICH	Owner Address: 180 HIGH ST # 64	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type:	

Proposed Use:	Proposed Project Description:
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Dept: Zoning	Status: Approved	Reviewer: Chris Hanson	Approval Date: 01/08/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<hr/>			
Dept: Building	Status: Approved with Conditions	Reviewer: Chris Hanson	Approval Date: 01/08/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Fastener schedule per the IRC 2003			
2) The design load spec sheets for any engineered beam(s) / Trusses must be submitted to this office.			
3) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.			

Gail (Secretary)

Chris Hanson (code guy)

874-8696



General Building Permit Application

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

Location/Address of Construction: <u>180 High st. Unit #64, Portland, ME 04101.</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>William Newburn</u> Address <u>130 Pine st. Apt #1,</u> City, State & Zip <u>Portland, ME 04102</u>	Telephone: <u>207-317-7554</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Thomas Wilhelm</u> Address <u>180 High st. Unit #64</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>1500</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>Condominium</u> If vacant, what was the previous use? <u>n/a</u> Proposed Specific use: <u>Condominium</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Partial removal of non-loadbearing wall between kitchen and livingroom</u>		
Contractor's name: <u>William Newburn</u> Address: <u>130 Pine st. Apt #1, ME</u> City, State & Zip <u>Portland, ME 04102</u> Telephone: <u>207-317-7554</u> Who should we contact when the permit is ready: <u>William Newburn</u> Telephone: _____ Mailing address: <u>as above</u>		

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

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

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

Signature: [Signature]

Date: 12/14/07

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



Residential Additions/Alterations Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

The Maine Home Construction Contracts Act requires that any home construction or repair work for more than \$3000. in materials or labor must be based on a written contract unless the parties agree to exempt themselves. A sample contract is available on the City's website at www.portlandmaine.gov, in the Inspection Office, Room 315 of Portland City Hall or call (207)874-8703 to have one mailed to you.

One (1) complete set of construction drawings must include:

- Cross sections w/framing details
- Floor plans and elevations existing & proposed
- Detail removal of all partitions & any new structural beams
- Detail any new walls or permanent partitions
- Stair details including dimensions of: rise/run, head room, guards/handrails, baluster spacing
- Window and door schedules
- Foundation plans w/required drainage and damp proofing (if applicable)
- Detail egress requirements and fire separation/sound transmission ratings (if applicable)
- Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IECC 2003
- Deck construction including: pier layout, framing, fastenings, guards, stair dimensions
- Reduced plans or electronic files in pdf format are required if originals are larger than 11" x 17"
- Proof of ownership is required if it is inconsistent with the assessors records

Separate permits are required for internal & external plumbing, HVAC, and electrical installations.

If there are any additions to the footprint or volume of the structure, any new or rebuilt structures or, accessory detached structures a plot plan is required. A plot must include:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance from the actual property lines. Structures include decks, porches; bow windows, cantilever sections and roof overhangs, sheds, pools, garages and any other accessory structures must be shown with dimensions if not to scale.
- Location and dimensions of parking areas and driveways
- A change of use may require a site plan exemption application to be filed.

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.



**Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost
This is not a Permit; you may not commence any work until the Permit is issued.**

Planning & Development Department | 389 Congress Street | Room 308 | Portland, Maine 04101 | 207-8

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building permit inspection procedures

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Schedules**

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Development**

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this site***

Please call 874-8703 to schedule your inspections. Inspections will expire in 6 months, if the project is not started or completed within 6 months.

The Owner or their designee is required to notify the inspector for the following inspections and provide adequate notice. Inspections must be called in 48-72 hours in advance in order to schedule an inspection.

At each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

- Pre-construction Meeting: Will be done when you pick up your permit at City Hall
- Footing/Building Location Inspection: Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any interior drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. A Certificate of Occupancy is not required for all projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection
- If any of the inspections do not occur, the project cannot proceed to the next phase. **REGARDLESS OF THE NOTICED VIOLATIONS OR CIRCUMSTANCES.**
- **CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE THE SPACE MAY BE OCCUPIED**



Permitting By Appointment

As part of Portland's city-wide effort to improve customer service and help streamline doing business within the City, the Inspections Division has developed a new permitting system for qualified properties and for specific construction projects. Under this new program, you may be eligible to receive a building permit on the day you have a scheduled appointment with Inspection staff.

This permitting program applies only to existing one and two family homes not located within a historic district or shore land zone.

Eligible Projects

Please submit a complete application with the required plans

- Interior renovations, gut rehabs including structural changes
- Attached and detached garages
- Additions, decks, sheds, pools, dormers (two family addition must be less than 500 s.f.)
- Rebuild of any exterior structure listed above

Inspections are still required per City Code of Ordinance.

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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that this project meets the above criteria and that the work performed will not go beyond these parameters.

Signature of applicant:

Date: 1/8/08

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

**WARRANTY DEED
Joint Tenancy
Maine Statutory Short Form**

Know all Persons by these Presents,

That We, Thomas M. Wilhelm and Michael C. Sloan, of Portland, State of
Maine, for consideration paid, grant to:

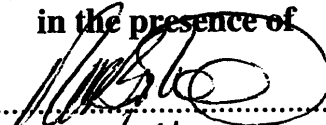

William Peter Newburn and Emily N. Newburn

of Portland, County of Cumberland, and State of Maine, whose mailing address is: 180
High Street #64, Portland, Maine 04101, with **warranty covenants**, as **joint tenants** the
land in Portland, County of Cumberland, and State of Maine, described as follows:

A certain lot or parcel of land, together with any buildings and improvements
thereon, situated in the City of Portland, County of Cumberland, and State of
Maine being more particularly described in Exhibit A attached hereto and
made a part hereof.

Witness our hands and seals this 4th day of January, 2008.

**Signed, Sealed and Delivered
in the presence of**


.....




.....
Thomas M. Wilhelm

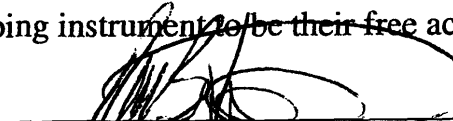


.....
Michael C. Sloan

State of Maine, County of Cumberland ss.

January 4, 2008

Then personally appeared before me the above named Thomas M. Wilhelm and
Michael C. Sloan and acknowledged the foregoing instrument to be their free act and deed.


.....
Attorney at Law/Notary Public

Printed Name: Rockell C. Burckard