

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 01-04800	Issue Date: MAY 11 2001	CBL: 048 E001001
------------------------	----------------------------	---------------------

Location of Construction: 146 Sherman St	Owner Name: Carleton Natasha C	Owner Address: Po Box 500 West Kennebunk, ME 04040	Phone: 207-773-6400
---	-----------------------------------	---	------------------------

Business Name: n/a	Contractor Name: Bachelder, Odias	Contractor Address: 68 Felicia Lane Portland	Phone:
-----------------------	--------------------------------------	---	--------

Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Change of Use - Commercial	Zone: R-6
----------------------------	---------------	--	--------------

Past Use: 5 Units	Proposed Use: 4 Units / Remove kitchen and open up staircase to create a townhouse apartment.	Permit Fee: \$30.00	Cost of Work: \$0.00	CEO District: 2	4,369 ^{sq}
----------------------	--	------------------------	-------------------------	--------------------	---------------------

Proposed Project Description: Change of use 5 units to 4 units.	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>M-2</i> Type: <i>59</i>
--	---	--

Signature: <i>U. Hink</i>	Signature: <i>[Signature]</i>
---------------------------	-------------------------------

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Signature: _____ Date: _____

Permit Taken By: gg	Date Applied For: 05/04/2001	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 <i>4 units ok</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>ok with conditions</i> Date: <i>5/10/01</i>	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 <i>Any exterior work requires review</i> <i>As per steps review</i> Date: _____
--	--	---	---

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

All Purpose 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: 146 - 148 Sherman St.

Total Square Footage of Proposed Structure: 42x30 + 34x15
Square Footage of Lot: 10

Tax Assessor's Chart, Block & Lot Number: Chart# 48 Block# E Lot# 01
Owner: NATASHA CARLTON
Telephone#: 773-640-305 ext 305

Lessee/Buyer's Name (If Applicable): ODIAS Babelder II
Owner's/Purchaser/Lessee Address: 68 Felicia Lane Portland, ME
Cost Of Work: \$ 500 - Fee: \$ 30.-

Current use: 5 UNIT
If the location is currently vacant, what was prior use:
Approximately how long has it been vacant:
Proposed use: 4 UNIT
Project description: Remove 1 Kitchen and open up STAIRCASE TO CREATE A Twohouse Apt.

Contractor's Name, Address & Telephone: ODIAS Babelder II
Applicants Name, Address & Telephone: ODIAS Babelder II 68 Felicia Lane Portland, ME 04103
Who should we contact when the permit is ready: THOMAS RANNO
Telephone: (cell) Tom cell 388-1651
If you would like the permit mailed, what mailing address should we use:
NA MAY - 4 2007 Rec'd By: 5/4/01 Gaby

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTE**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 (include Portion of Building): <u>146-Sherman St</u>			
Total Square Footage of Proposed Structure <u>4.2X30 3.4X15</u>		Square Footage of Lot <u>0.10</u>	
Tax Assessor's Chart, Block & Lot Number Chart# <u>046</u> Block# <u>F</u> Lot# <u>001</u>	Owner: <u>Natasha Carleton</u>	Telephone#: <u>207-791-2668</u>	
Owner's Address:	Lessee/Buyer's Name (If Applicable) <u>Saad Albeshir</u> <u>P.O. Box 6752</u>	Cost Of Work: <u>\$ 500</u>	Fee <u>\$30.00</u>
Proposed Project Description: (Please be as specific as possible) <u>change 5 units to 4 units in Portland</u>			
Contractor's Name, Address & Telephone <u>N/A</u>			Rec'd By: <u>G...</u>
Current Use:		Proposed Use:	

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

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with your application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

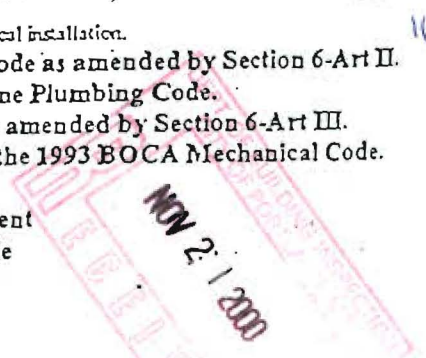
- Cross Sections w/Framing details (including porches, decks w/railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

Certification

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

Signature of applicant: <u>Saad Albeshir</u>	Date: <u>11/21/20</u>
--	-----------------------

Building Permit Fee: \$30.00 for the 1st \$1000, cost plus \$6.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum



Call Saad Albeshir 791-2668

11/21

BUILDING PERMIT REPORT

DATE: 9 MAY 2001 ADDRESS: 146 Sherman Street CBL 048-E-001
 REASON FOR PERMIT: Change of use from 5 DU To 4 DU
 BUILDING OWNER: Matasha C. Cardenas
 PERMIT APPLICANT: _____ CONTRACTOR Odis Bachelder
 USE GROUP: R-2 CONSTRUCTION TYPE: 53 CONSTRUCTION COST: _____ PERMIT FEES: \$30.00

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
 The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

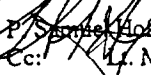
CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: *1, *11, *16, *17, *18, *19, *20, *24, *26, *35, *37

- *1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) "ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry. Concrete Sections 1908.9-19.8.10/ Masonry Sections 2111.3-2111.4.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- *11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B.H-4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. The Minimum required width of a corridor shall be determined by the most restrictive of the criteria under section 1011.3 but not less than 36".
- *16. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508)mm, and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
- *17. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
- *18. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
- *19. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

5/14

- *20. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
- 21. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
- 22. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- 23. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- *24. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
- 25. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 26. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
- 27. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- *28. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 29. All requirements must be met before a final Certificate of Occupancy is issued.
- 30. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
- 31. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 32. Please read and implement the attached Land Use Zoning report requirements. *See Attached*
- 33. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
- 34. Bridging shall comply with Section 2305.16.
- *35. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
- 36. All flashing shall comply with Section 1406.3.10.
- 37. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).


 P. Sprague Hoffses, Building Inspector
 Cc: L. McDougall, PFD
 Marge Schmuckal, Zoning Administrator
 Michael Nugent, Inspection Service Manager

PSH 10/1/00

****This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

*****THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. (You Shall Call for Inspections)**

******ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

*******CERTIFICATE OF OCCUPANCY FEE \$50.00**

LAND USE - ZONING REPORT

ADDRESS: 146-148 Sherman St DATE: 5/10/01

REASON FOR PERMIT: change of use from S.D.U. to 4 D.U.

BUILDING OWNER: NATASHA Carleton C-B-L: 48-E-1

PERMIT APPLICANT: Tom Ranello

APPROVED: with conditions: #1, #7, #12

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupations criteria, Section 14-410, shall be maintained.
3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment, and/or revised permit.
4. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
5. Your present structure is legally nonconforming as to setbacks. If you are to demolish this structure on your own volition, you will only have one (1) year to replace it in the same footprint (no expansions), with the same height, and the same use. Any changes to any of the above shall require that this structure met the current zoning standards.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of four Dwelling units. Any change in this approved use shall require a separate permit application for review and approval. *with the issuance of this permit*
8. Separate permits shall be required for any new signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
11. All of the attached Floodplain forms shall be appropriately filled out, signed, and returned prior to the issuance of any certificates of occupancy.
12. Other requirements of condition: PLEASE note that with this change of use, any "grandfathered" or nonconforming rights shall be lost for any future additional units. At the time of increase, all current codes shall be met

Marge Schmuckal Marge Schmuckal, Zoning Administrator

LAND USE - ZONING REPORT

ADDRESS: 146 Sherman Street DATE: 12/1/06

REASON FOR PERMIT: Change of use from S.D.U to 4 D.U

BUILDING OWNER: NATASHA Carleton C-B-L: 48-E-001

PERMIT APPLICANT: owner

APPROVED: with conditions: #1, #12

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupations criteria, Section 14-410, shall be maintained.
3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment, and/or revised permit.
4. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
5. Your present structure is legally nonconforming as to setbacks. If you are to demolish this structure on your own volition, you will only have one (1) year to replace it in the same footprint (no expansions), with the same height, and the same use. Any changes to any of the above shall require that this structure met the current zoning standards.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any new signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
11. All of the attached Floodplain forms shall be appropriately filled out, signed, and returned prior to the issuance of any certificates of occupancy.

12. Other requirements of condition: Please note that your proposal to reduce the number of units may affect future proposals to increase the number of units. You will lose any Nonconforming rights you presently may have. Any future change of uses shall meet the requirements of the ordinances at that time.

Marge Schmuckal Marge Schmuckal, Zoning Administrator

FROM : THOMAS JULIA RANELLO
VE 20/04 FRI 10:33 AM '20 1280

PHONE NO. : 207628 8041
Atlantic Regional FCU

Apr. 17 2001 04:34PM P4
004

FROM : THOMAS JULIA RANELLO

PHONE NO. : 207628 8041

Feb. 23 2001 06:20PM P4

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: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, _____ (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

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

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

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

15. FINANCING: This Agreement is subject to Buyer obtaining an approved _____ Conv... mortgage of 80 % of the purchase price, at an interest rate not to exceed 9.5 % and amortized over a period of 30 years.

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 7 days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 30 days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than 2 points. Seller agrees to pay \$ _____ 0 _____ toward points and/or Buyer's closing costs.

Page 2 of 4 Buyer's Initials JAR

Seller's Initials JAR

REV. 08/99

This form is licensed for use with "Professionalism" Form 100-0000 v3.0 Article 1007

FROM : THOMAS JULIA RANELLO
08/28/01 FRI 16:32 FAX 785 1290

PHONE NO. : 207628 8041
Atlantic Regional PCU

Apr. 17 2001 04:34PM P3

0003

FROM : THOMAS JULIA RANELLO

PHONE NO. : 207628 8041

Fri. 23 2001 05:20PM P3

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

The Ranello of Ranello represents Disclosed Dual
Listing Agent Agency
The Ranello of Ranello represents Disclosed Dual
Selling Agent Agency

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

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

18. DEFAULT: In the event of default by the Buyer, Seller shall retain the earnest money as liquidated damages as sole remedy. 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. The escrow agent may require written releases from both Buyer and Seller 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. HEREDITASIONS: 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 ; Shoreland Zoning Yes No ; Other Yes No Explain _____

23. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on page 1 of this Agreement.

24. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Buyer and Seller authorize their agents to receive a copy of the entire closing statement.

25. OTHER CONDITIONS:

Subject to review of leases, security deposits and rent rolls

Subject to approval of the U-S Bankruptcy Court.
[Signature]

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

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

[Signature]
BUYER

005-80-2616
SSN OR TAXPAYER ID#

BUYER

Buyer's Mailing address is P.O. Box 6636 Portland ME 04101

Page 3 of 4 Buyer's Initials: JAR Seller's Initials: JAR

Rev. 2000
This form is licensed for use with RealEstate.com Forms Software v3.0 800-888-1097

FROM : THOMAS JULIA RANELLO
02/23/01 FRI 10:30 FAX 735 1288

PHONE NO. : 207628 8041
Atlantic Regional FCU

Apr. 17 2001 04:33PM P2
4002

FROM : THOMAS JULIA RANELLO

PHONE NO. : 207628 8041

Feb. 23 2001 05:19PM P2

PURCHASE AND SALE AGREEMENT

Effective Date 3/14/01
The use of days in this agreement refers to calendar days from the effective date

1. PARTIES: This Agreement is made this 21 day of February, 2001, between Julia Ranello (hereinafter called "Buyer") of Portland Maine and The Estate of Nathaniel Carter (hereinafter called "Seller") of 148-148 Sherman St. Portland, Maine

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following described premises: 148-148 Sherman St.

situated in municipality of Portland County of Cumberland State of Maine located at 148-148 Sherman St. Being (all part of) the property at the above address owned by The Estate of Nathaniel Carter (hereinafter called "Seller") and described in deed recorded at said County's Registry of Deeds Book 13887 Page 138

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 and electrical fixtures are included with the sale except for the following: none

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost and in "as is" condition with no warranties: all appliances currently at property

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 150,000.00 of which DEPOSIT \$ 1000 is included herewith as an earnest money deposit, and an additional amount of DEPOSITS will be paid by DEPOSITS. The balance due amount of BALANCE DUE \$ 150,000 is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Buyer General shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 3-20-01 (date) 1:00 AM PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

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 148 5-1-01 (closing date) or before if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

8. DEED: The property shall be conveyed by a Trustee Deed 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 AND OCCUPANCY: Possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing unless otherwise agreed in writing. 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.

Page 1 of 4 Buyer's Initials JAR Seller's Initials JR

FROM : THOMAS JULIA RANELLO
02/23/01 PM 18:30 FAX 725 1220

PHONE NO. : 207828 8041
Atlantic Regional FCU

Apr. 17 2001 04:35PM P5
003

FROM : THOMAS JULIA RANELLO

PHONE NO. : 207828 8041

Feb. 23 2001 06:21PM P5

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer it shall be distributed as follows:

Signed this 23rd day of Feb
Julia Ranello, Custodian
SELLER _____
SSN OR TAXPAYER ID# _____

SELLER _____
SSN OR TAXPAYER ID# _____

Seller's Mailing address is _____

Offer reviewed and refused on _____
SELLER _____

SELLER _____

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

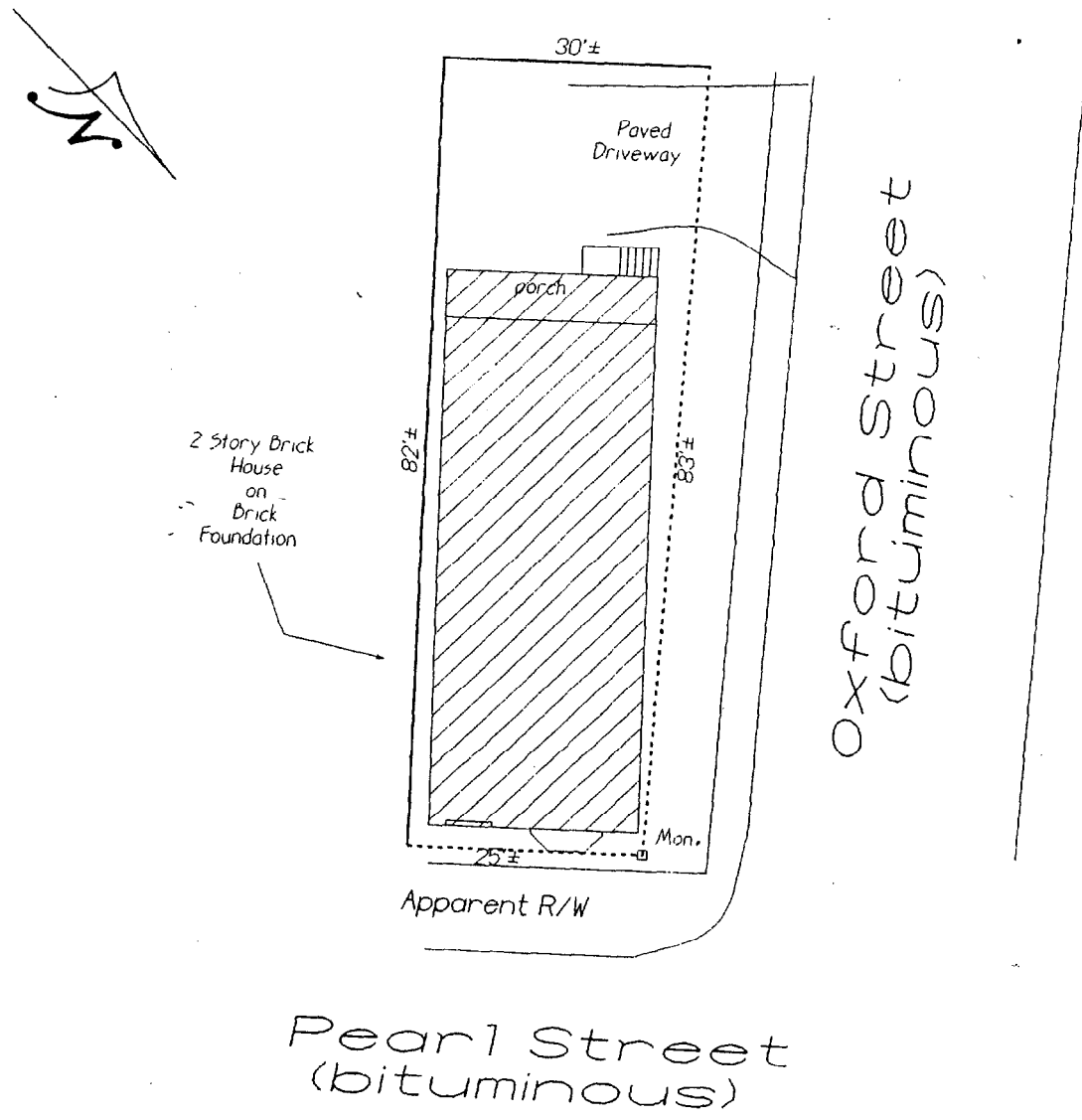


The monumentation is not in harmony with current deed description.
The building setbacks are not in conformity with town zoning requirements.

The dwelling does not appear to fall within the special flood hazard zone as delineated by the Federal Emergency Management Agency.

The land does not appear to fall within the special flood hazard zone as indicated on community-panel # 230051 0013 B.

BUYER: Advantage Development, LLC.
SELLER: Joseph A. Tacka
Linda Mansfield



[Handwritten signature]

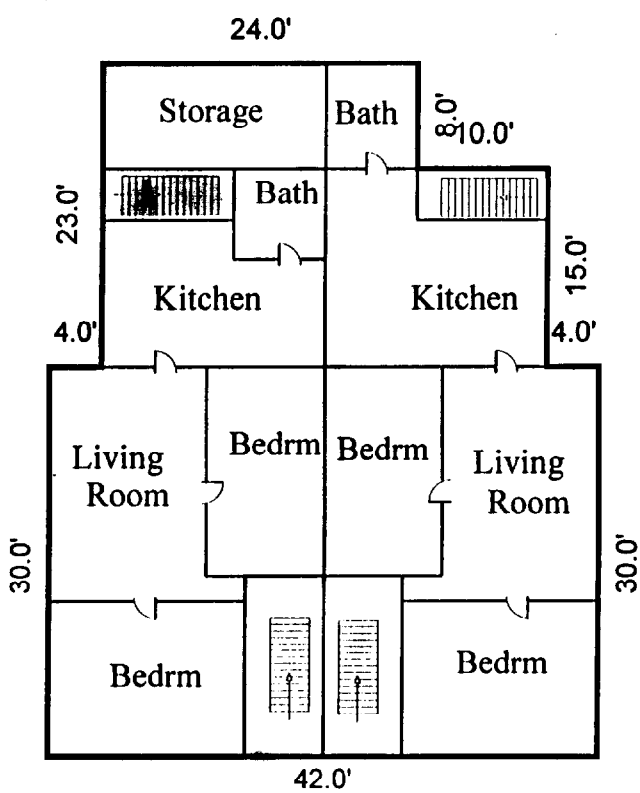
THIS PROPERTY IS SUBJECT TO ALL RIGHTS AND EASEMENTS OF RECORD. THOSE THAT ARE EVIDENT ARE SHOWN. THIS PLAN MIGHT NOT REVEAL CONFLICTS WITH ABUTTING DEEDS.

BRUCE R. BOWMAN, INC.
P.O. Box 12 A
Cumberland, Maine 04021
Phone: (207) 829-3959
Fax: (207) 829-3522



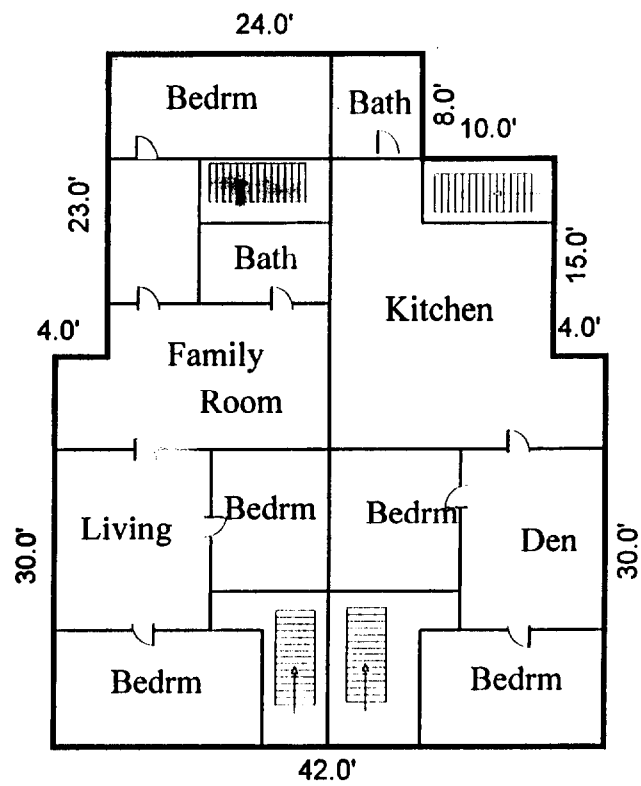
PLAN BOOK _____ PAGE _____ LOT _____
DEED BOOK 15665 PAGE 320 COUNTY Cumberland

THIS PLAN IS NOT FOR RECORDING Drawn by: *[Signature]*

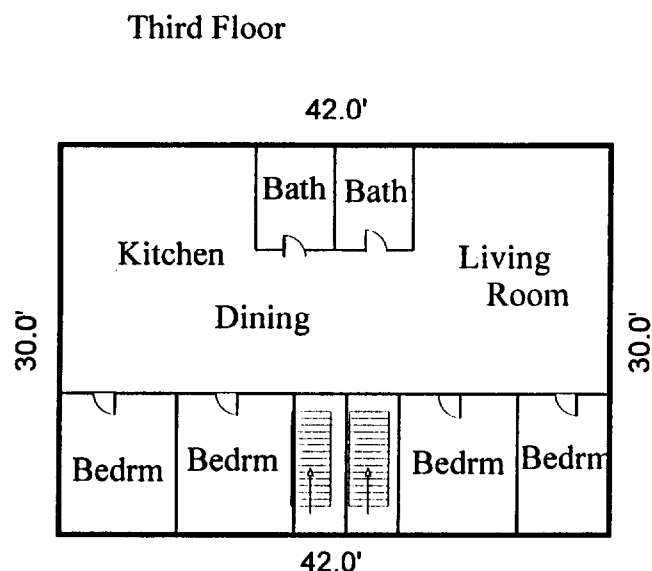
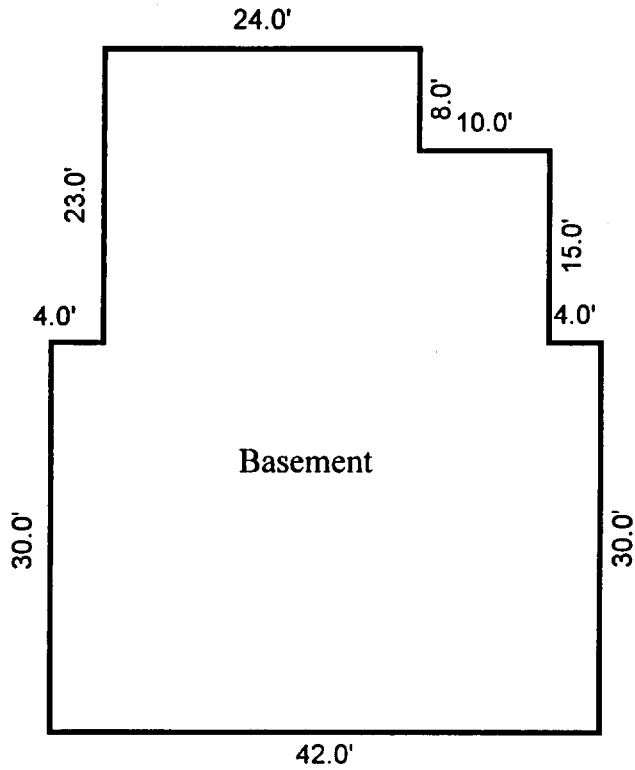


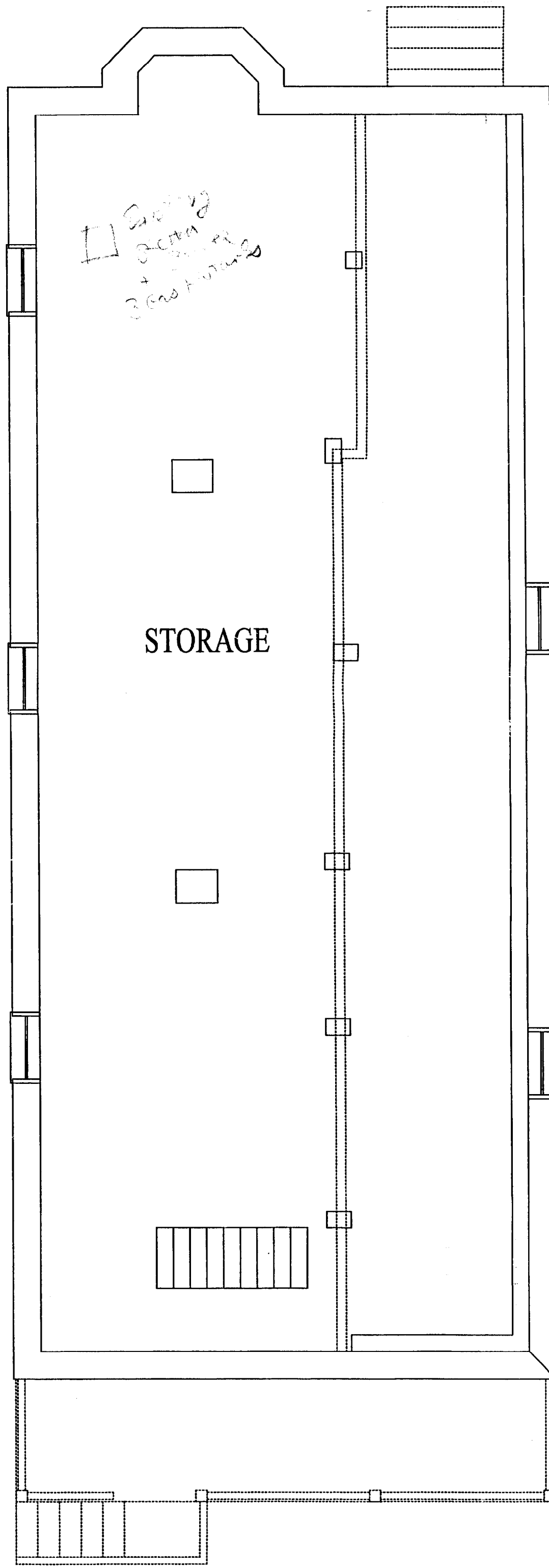
First Floor

Interior Not To Scale
Exhibit Only



(Second Floor to be
combined as one unit -
Example Floor Plan)

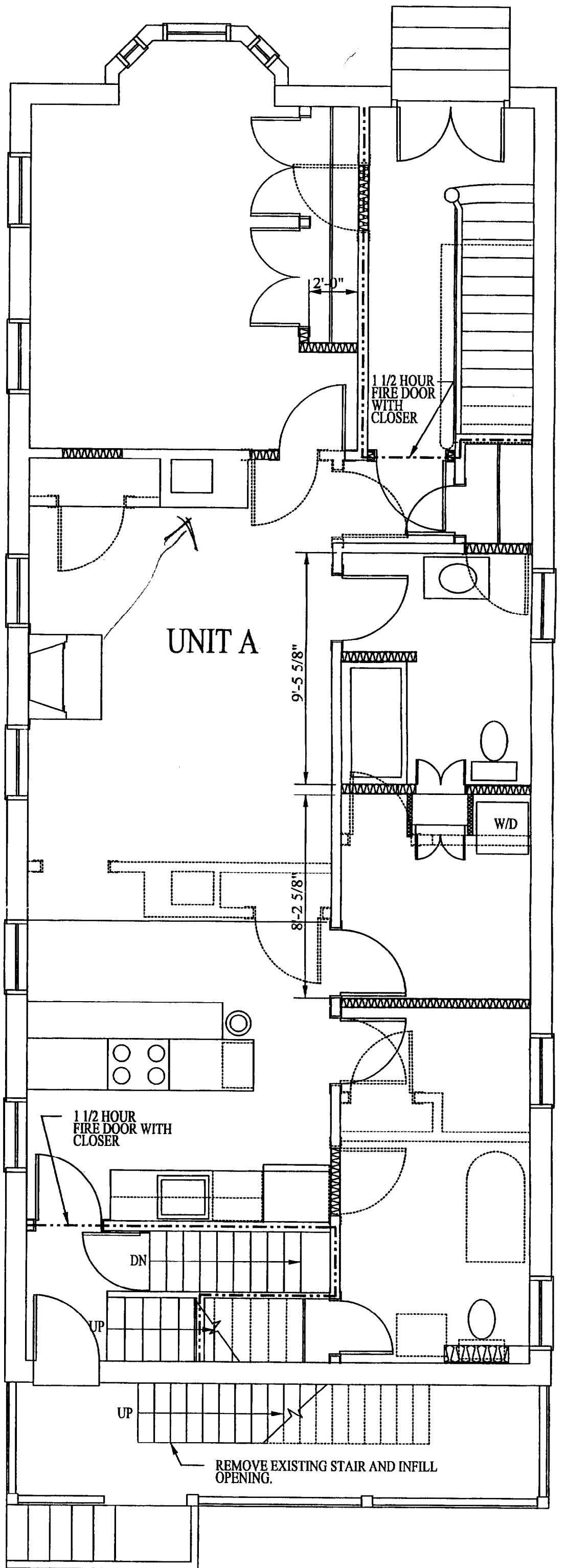




Existing
Basement
+
3 Gas Picturing

STORAGE

BASEMENT



UNIT A

1 1/2 HOUR
FIRE DOOR
WITH
CLOSER

9'-5 5/8"

8'-2 5/8"

1 1/2 HOUR
FIRE DOOR WITH
CLOSER

DN

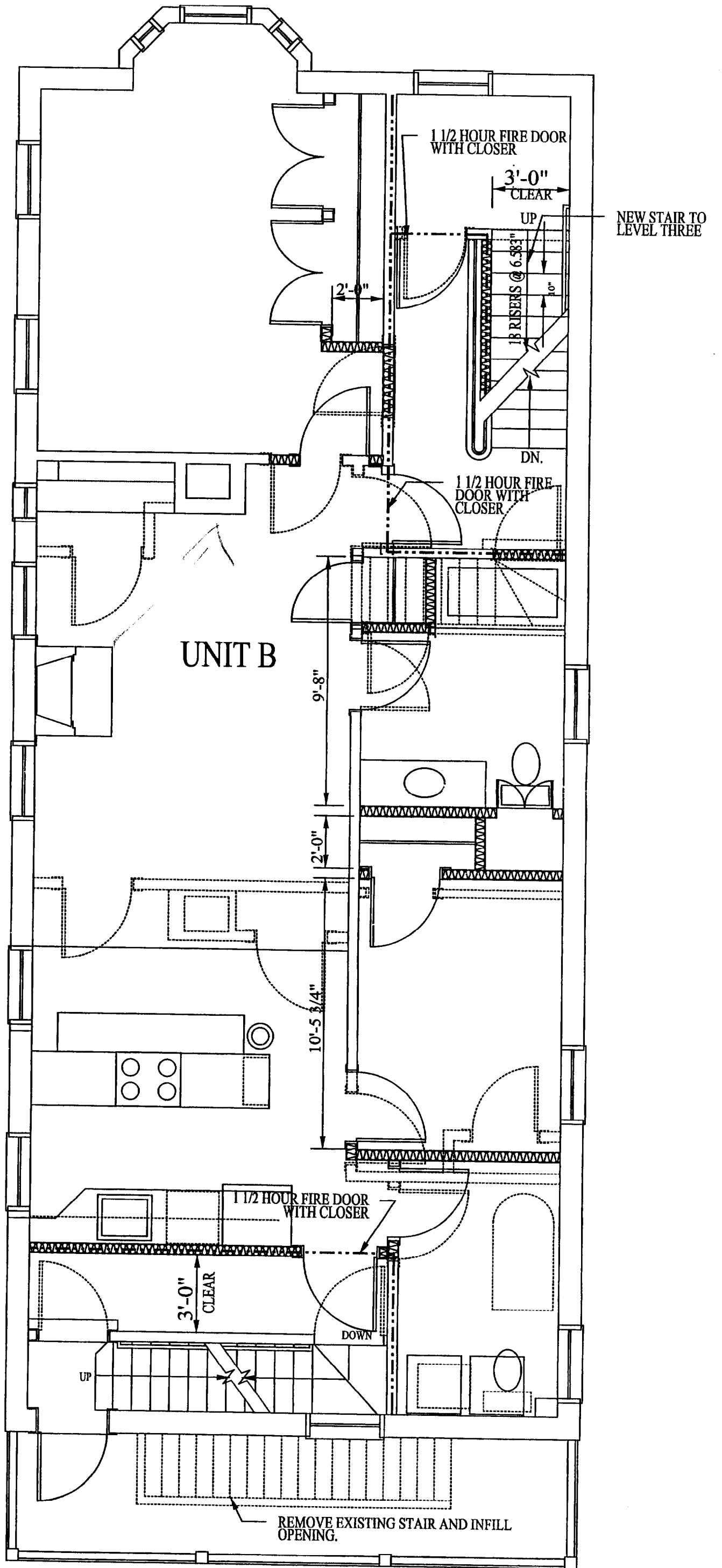
UP

UP

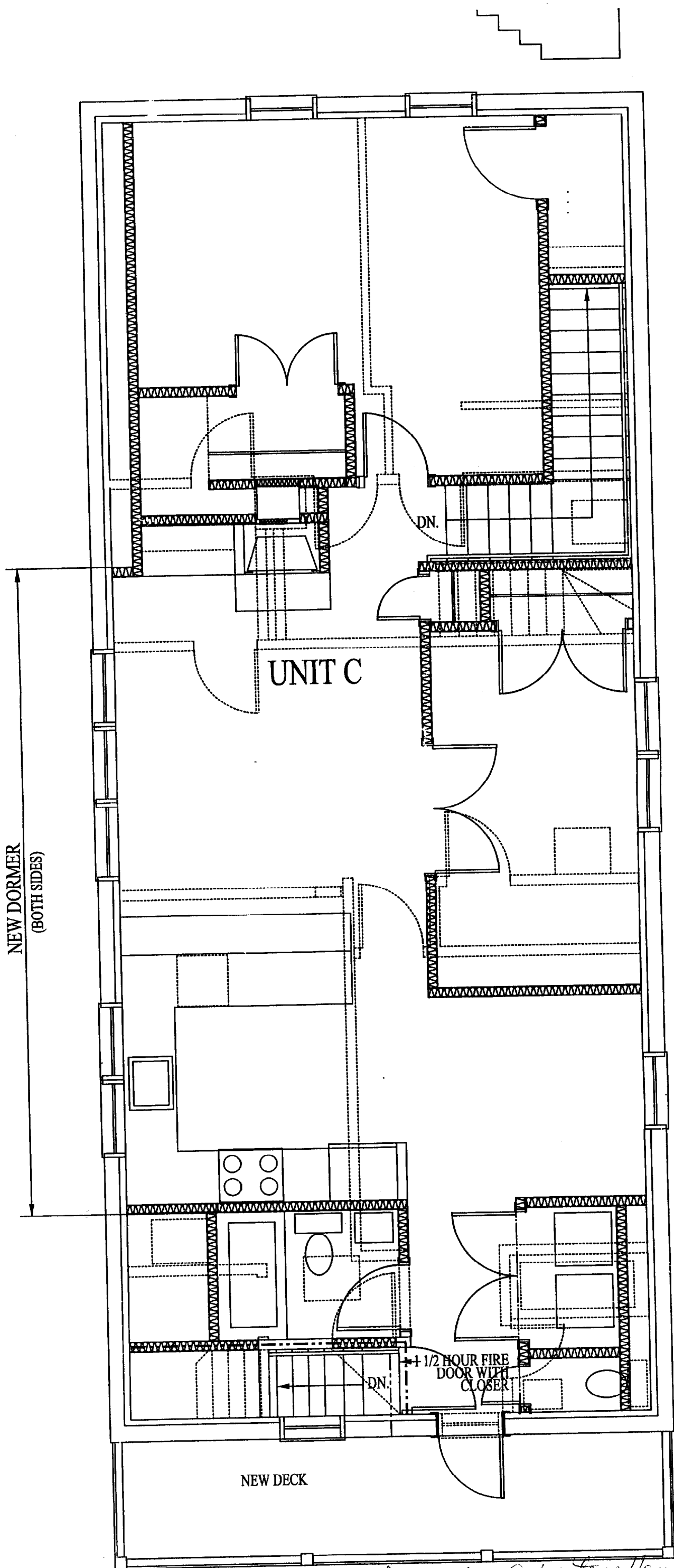
REMOVE EXISTING STAIR AND INFILL
OPENING.

W/D

FIRST FLOOR



SECOND FLOOR



NEW DORMER
(BOTH SIDES)

UNIT C

DN.

1/2 HOUR FIRE
DOOR WITH
CLOSER

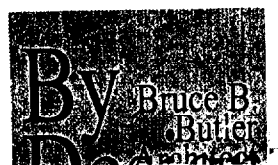
DN.

NEW DECK

THIRD FLOOR

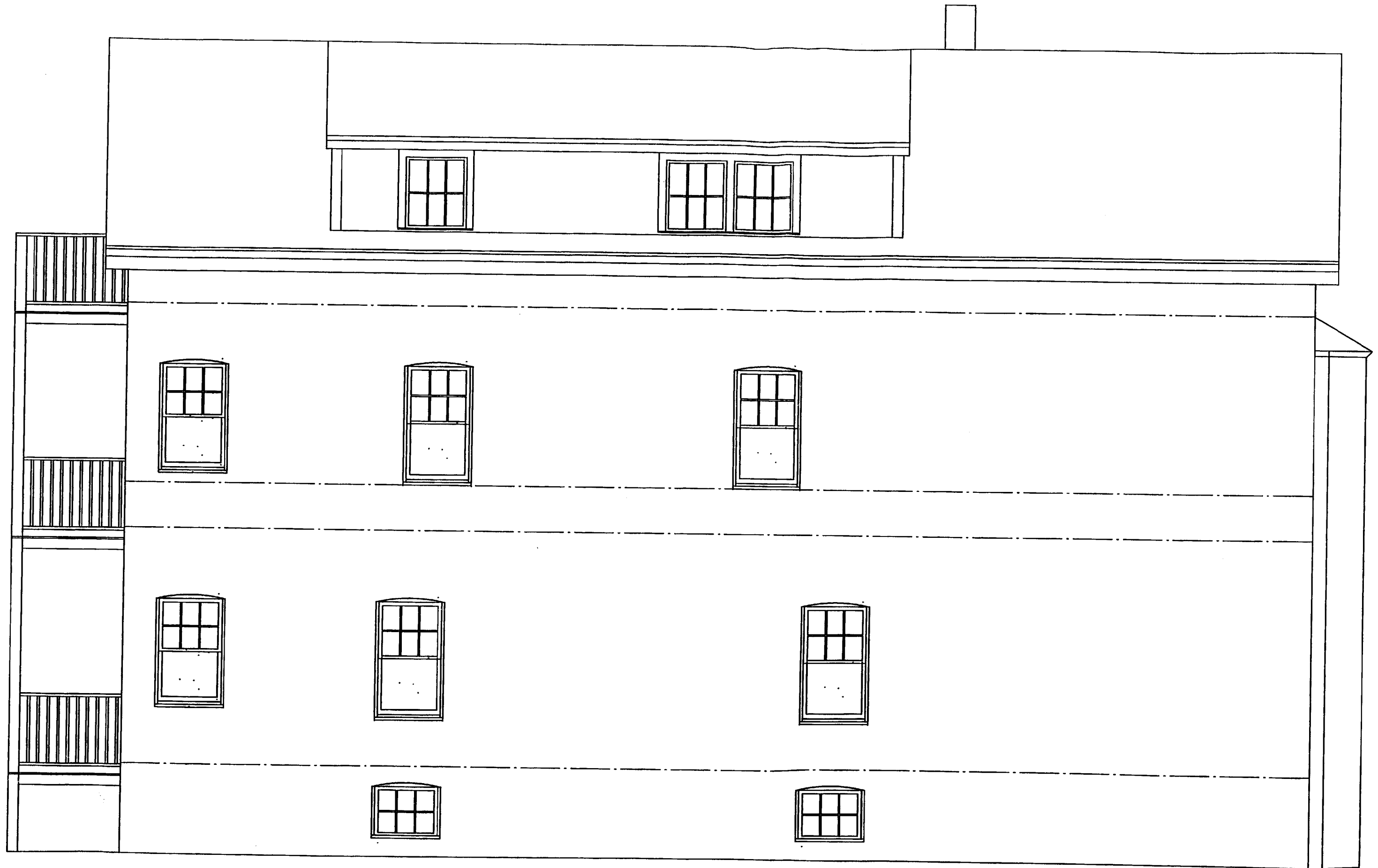
Property of Advantage Development Group
585 Forest Ave. Norland, NJ
761 0015

RENOVATIONS TO:
164 PEARL STREET



Handwritten initials: A tw





SOUTH ELEVATION



CITY OF PORTLAND, MAINE

Department of Building Inspection

May 4 2001

Received from Dianna B. [unclear] a fee

of City /100 Dollars \$ 30.00

for permit to change of use

at 146-148 [unclear] Est. Cost \$ —

Check # 1043
CBL 048 E 001 Per May 6
Inspector of buildings

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$5.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Auditors Copy