

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

Location of Construction:		Owner:		Phone:		Permit No: 000082	
Owner Address:		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name:		Address:		Phone:		Permit Issued:	
Past Use:		Proposed Use:		COST OF WORK: \$		PERMIT FEE: \$	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
				Signature:		Signature:	
Proposed Project Description:				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zoning Approval:	
				Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By:		Date Applied For:		Signature:		Date:	

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..

CERTIFICATION

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

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

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

CEO DISTRICT

COMMENTS

Contractor will call when ready
for inspection

3-8-66 Inspected. A landing on porch is OK
and deck is leveled up. Get Floor joists
OK to finish in morning

3/8/66 Final inspection. Some ballisters on deck need adjustment. Everything else OK.
clo done stairs OK

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION

Issued to

Date of Issue

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. _____, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTRION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

.....
(Date)

Inspector

.....
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

BUILDING PERMIT REPORT

DATE: 5 February 2011 ADDRESS: 27 Deane St. CBL: 051-A-023

REASON FOR PERMIT: Change of use from two family dwelling to a one family dwelling

BUILDING OWNER: Miss A. Willemse

PERMIT APPLICANT: _____ CONTRACTOR The Dove Tail Group

USE GROUP: R-3 CONSTRUCTION TYPE: 5B CONSTRUCTION COST: 20000.00 PERMIT FEES: 204.00

The City's Adopted Building Code (The BOCA National Building code/1996 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 are met: *1, *11, *13, *15, *19, *27, *29
*32, *34, #31 #36

- *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 from freezing. Section 1908.0
- 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 means of 1.2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
- 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", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38"). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (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) NEW STAIRS -
- 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
- *15. 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 (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
- 16. 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)
- 17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
- 18. 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)

- *19. 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/1996), 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
- 20. 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)
- 21. The Fire Alarm System shall maintained to NFPA #72 Standard.
- 22. The Sprinkler System shall maintained to NFPA #13 Standard.
- 23. 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/1996)
- 24. 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".
- 25. 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.
- 26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
- *27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 28. All requirements must be met before a final Certificate of Occupancy is issued.
- 29. 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).
- 30. 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)
- 31. Please read and implement the attached Land Use Zoning report requirements.
- *32. 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. *After renovations this shall remain a one fam. use. Any future use changes shall require a separate permit applic. for review*
- 33. Bridging shall comply with Section 2305.16.
- *34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2405.0)
- 35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1996).

36. It shall be required that all the kitchen facilities (such as stove, sink, refrigerator and other facilities) be removed in their entirety from the "single" dwelling unit.

P. Samuel Hoffses
 P. Samuel Hoffses, Building Inspector
 Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator

PSH 11/25/99

**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.**

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

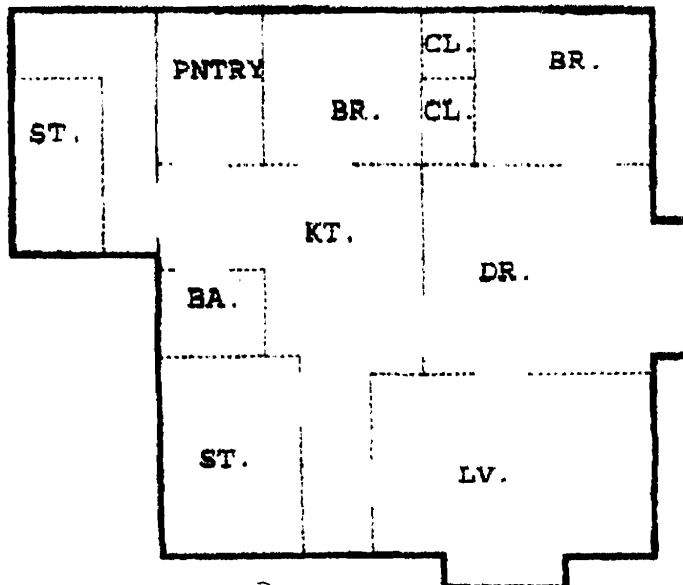
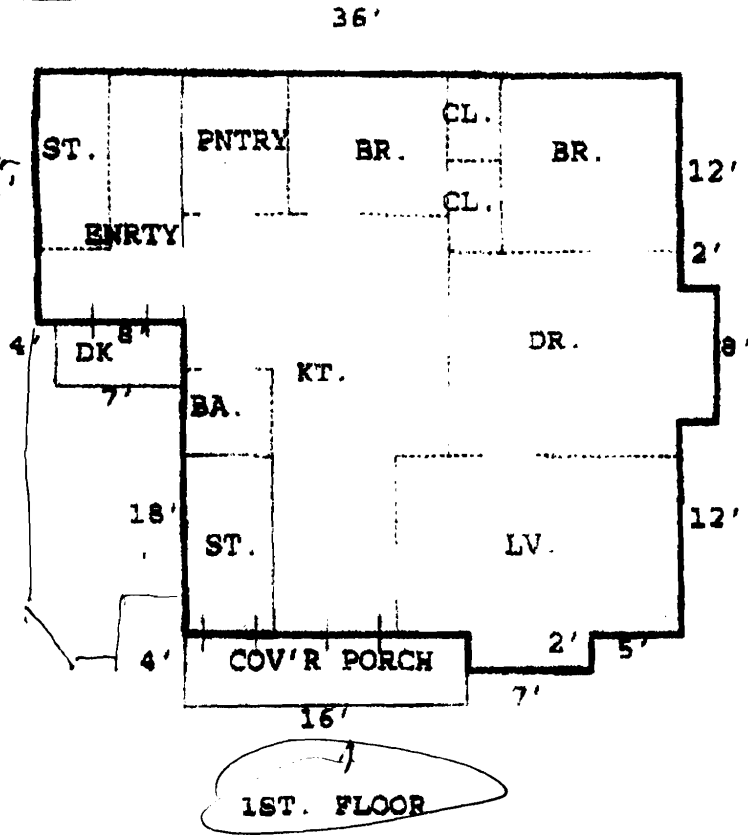
SHUGARS APPRAISAL SERVICES, INC.
Real Estate Appraisers

N.A
File No. 369H0240

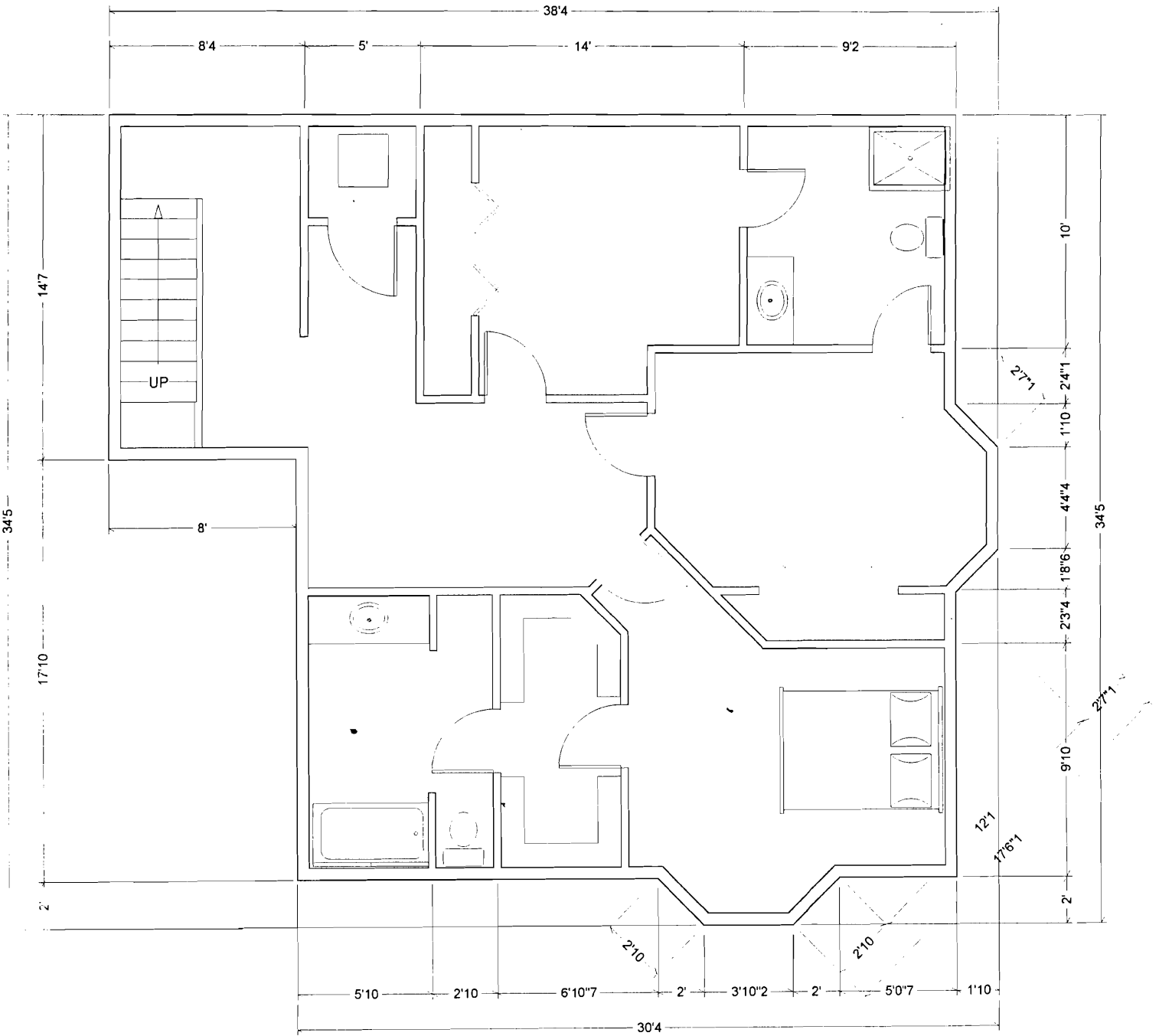
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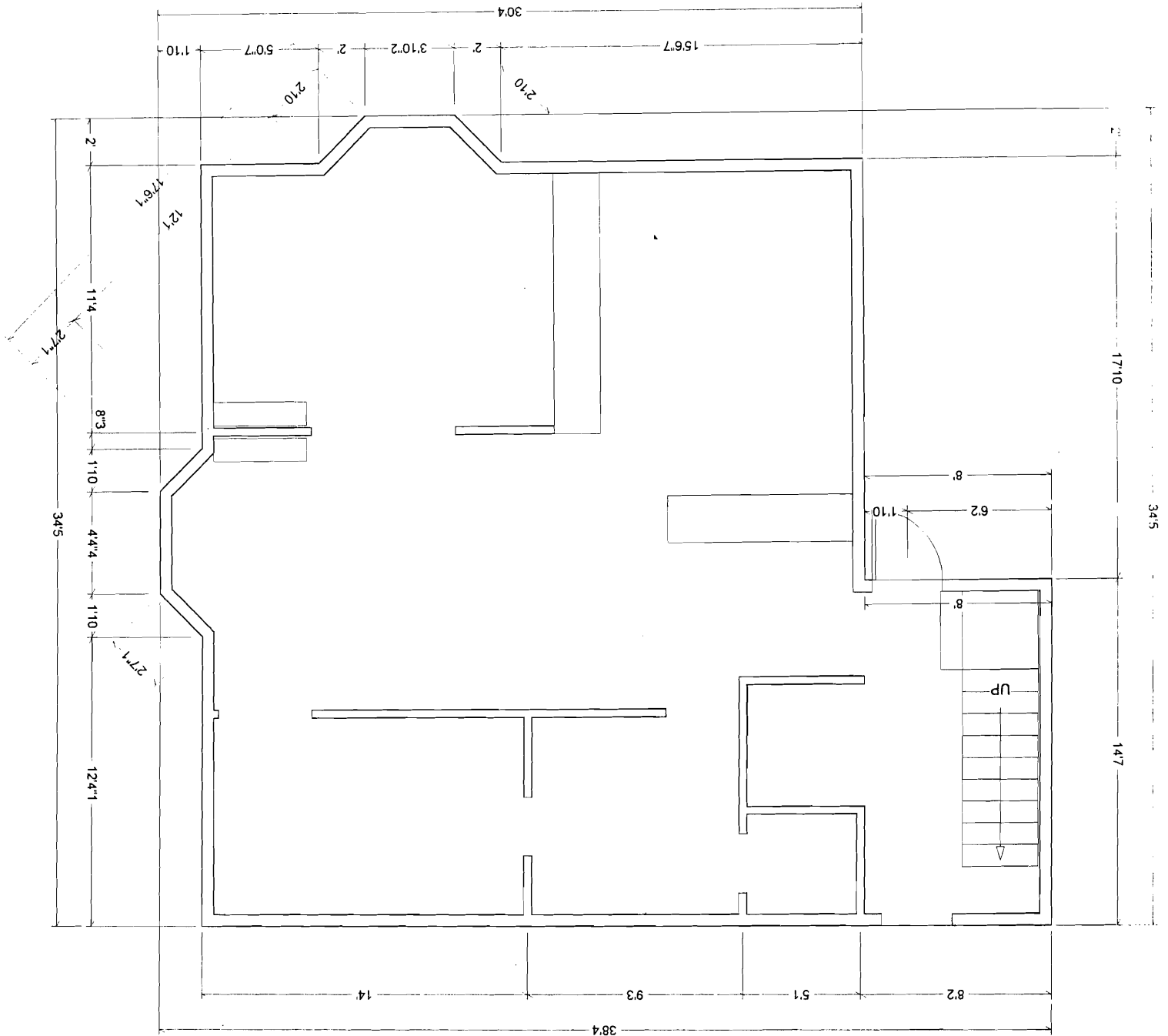
~~Mrs. P. A. [unclear]~~



New 2nd Floor 27 Deane Street.



New 1st Floor 27 DEANE Street.



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**

③

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

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

Location/Address of Construction (include Portion of Building): 257 DEANE STREET 04103			
Total Square Footage of Proposed Structure Existing		Square Footage of Lot Existing 6037	
Tax Assessor's Chart, Block & Lot Number Chart# 051 Block# A Lot# 023		Owner: Lisa A Willemssen	Telephone#: 207-541-3630 655-2253
Owner's Address: 11 Canail street Portland Maine		Lessee/Buyer's Name (If Applicable)	Cost Of Work: \$30,000 Fee \$204.00
Proposed Project Description: (Please be as specific as possible) Change of USE From 2 Family and will changing to a one unit. w/ Interior Renovations			
Contractor's Name, Address & Telephone The Doucetail Group c/o 824 Roosevelt Tract PMB # 106 (NO DOMESTIC) Windham Me 04092			Rec'd By [Signature]
Current Use: 2 Family		Proposed Use: 1 Family	

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

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

You must Include the following with you application:

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

*Call for Plu
Chris Greenlaw
(207) 655-2253*

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: Chris Greenlaw	Date: 2-4-00
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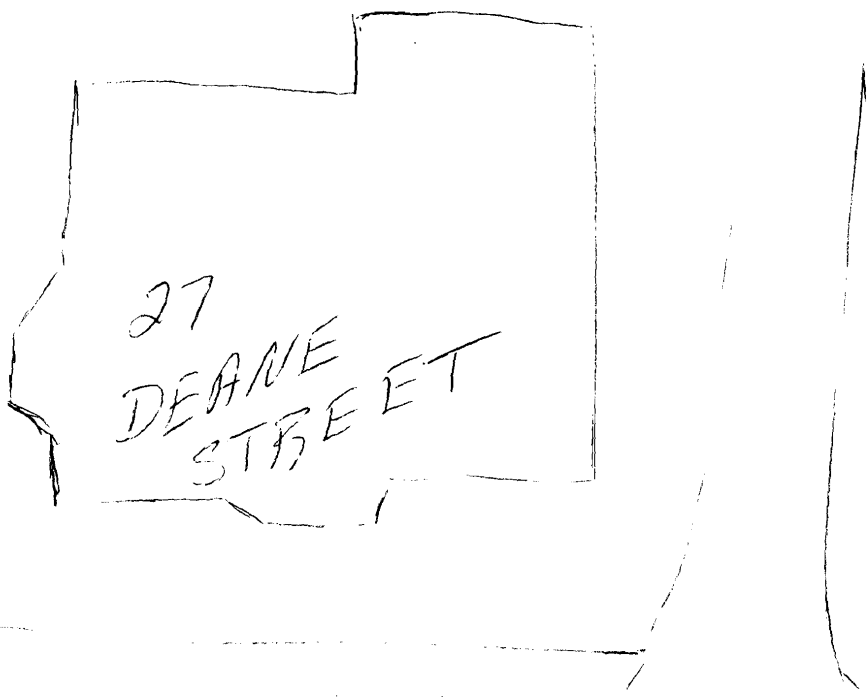
Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum

DEANE STREET

25
LEAVE
STREET

2 car
Garage.

27
DEANE
STREET



2x10 Floor Joists

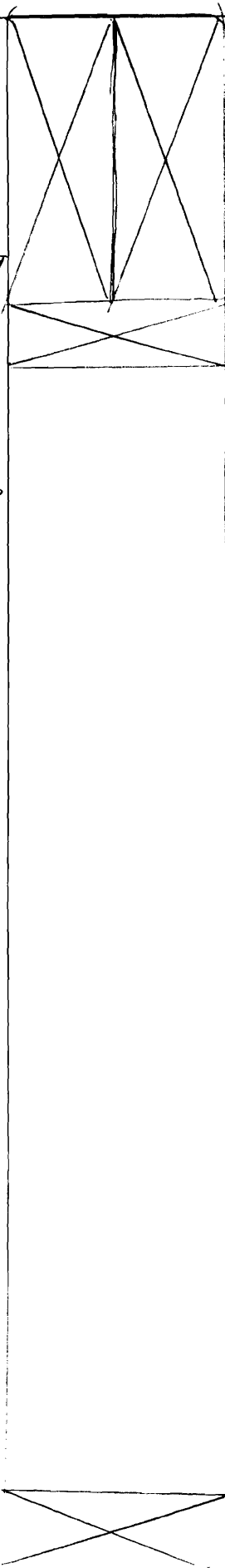
2 LVL
1 3/4 x 11 7/8

Interior Headers.

2x4 wood Construction.

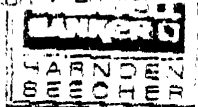
27 Deane St.
Portland Me

2x4 Shoe + Plates



FROM : LA WILLEMSEN

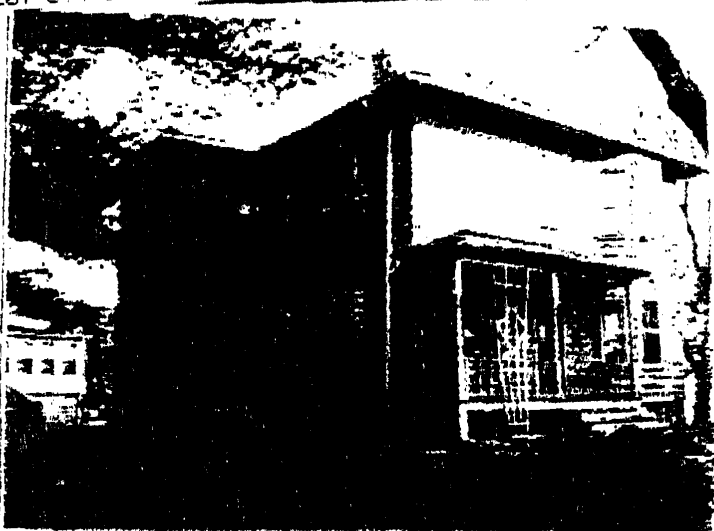
**BUYER'S DISCLOSURE
INCOME & COMMERCIAL**



1065 Broadway
South Portland, ME 04106
(207) 794-1501

Property Address: **25-27 DEANE ST
PORTLAND, MAINE**

Price: \$141,500
Taxes: \$2890
Occupancy: TOT
Book: 9340
Seller: **MAGGOWAN**
Listing Broker: **INGALLS**
Home Tel: 799-4777
Directions: **BRIGHTON AVE TO WEST ON
FALMOUTH TO LEFT ON DEANE**
ID #: _____ MLS#: **322463**



SECTION I. PROPERTY INFORMATION

UNIT DETAILS (F) Paid by Landlord (T) Paid by Tenant:

UNIT #	1	2	
ROOMS	6	6	
BEDROOMS	2	2	
BATHS	1	1	
STOVE	1	1	
REFRIGERATOR	1	1	
DISHWASHER	0	0	
DISPOSAL	0	0	
WASHER H/W	1	1	
DRYER H/W	1	1	
F.P.L./W.D. STV	0	0	
SMOKE DET	1	1	
H-TG SYST	FHW	FHW	
LEASE	0	0	Owner
SEC. DEP	0	0	income/
RENT	0	400	Expenses
GROSS INCOME:			4800
ELECTRICITY*	T	T	
HEAT*	T	T	
HOT WATER*	T	T	
WATER/SEW*	L	L	180
TAXES*	L	L	2890
INSURANCE*	L	L	1400
MAINTENANCE*			1000
TOTAL EXPENSES:			5770
SF LIVING SPC.	950	950	

Foundation Size **34X36**

BASEMENT:

Basement: Full Partial Crawl Slab
 Daylight Bulkhead
 Is there a history of water damage? Yes No Unknown
 If yes, explain: **SOME IN HEAVY RAIN**

ADDITIONAL ITEMS:

Drinking System: Yes No Unknown
 or Chimneys: _____
 of lines: _____ If tiled: Yes No Unknown
 Date of last cleaning: _____ Unknown
 Replaces Stoves used in last year: _____ Yes No
 Items included: _____

Items excluded: **STOVES & REFRIGERATORS**

EXTERIOR

Style: **2 STORY FRAME**
 Age: **99**
 Siding: **SHINGLED** Color: **GRAY**
 Roof Type: **SHINGLE** Age: **10+**
 Windows: Storm Ins. Glass Screens
 Garage: **0** Auto Doors: **0**
 Driveway Surface: **GRAVEL**
 Any roof leakage and/or exterior repairs needed: **NONE**
KNOWN
 Lot Size: Road Frontage: **91** Water Frontage: _____
 Rear: **57** Depth: **84**
 Sq. Ft.: **6037** or Acres: **.14**
 Zoning: **R-5** Map: **051** Lot: **023**

SCHOOLS

Elementary: **CLIFFORD**
 Middle: **RING**
 Jr. High: _____
 High: **PORTLAND**

REMARKS: WELL MAINTAINED. TWO FAMILY ON CORNER LOT NEAR UNIVERSITY OF MAINE, PORTLAND CAMPUS. SEPARATE UTILITIES. HARDWOOD FLOORS. BUILDING CONSTRUCTED AS A 2 UNIT.

ADJACENT LOT AVAILABLE FOR PURCHASE.

See

PURCHASE AND SALE AGREEMENT

Jan 19 2000

<u>JANUARY 21</u>	<u>2000</u>	Effective Date
The use of days in this agreement refers to calendar days from the effective date		

RECEIVED OF: LISA A. Willemssen (hereinafter called "Buyer") the sum of (\$2,000.00) TWO THOUSAND dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of PORTLAND County of CUMB. State of Maine located at 25-27 Decline St. PORTLAND, ME Being (all part of) the property at the above address owned by McGowan (hereinafter called "Seller") and described at said County's Registry of Deeds Book 9340.

Page 227 also referenced by 11405 pg 19. Being 2 lots, one with a house and lot size of approx. 85' x 84' another with a garage being a 2 family buildable lot of approx. 75' x 84'. Buyer to receive 2 separate deeds.

FIXTURES: The parties 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: N/A

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost: N/A

The TOTAL purchase price being (\$100,000.00) ONE HUNDRED THOUSAND dollars to be paid as follows: THIRTY THOUSAND dollars as earnest money deposit, NEVERY acknowledged, the remainder to be paid in cash or certified check or transfer of title.

The purchase price balance shall be paid in cash, certified funds or bank check at closing.

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

- EARNEST MONEY/ACCEPTANCE:** Curtis B. Bunnell shall hold said earnest money in the amount of \$ 2,000.00 and act as escrow agent until closing; this offer shall be valid until 1/20/00 (date) 12:00 AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
- TITLE & CLOSING:** That a deed, conveying good and merchantable title in accordance with standards 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 MARCH 1, 2000 (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 parties, 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.
- DEED:** That the property shall be conveyed by a JOINT TENANT deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not adversely affect the continued current use of the property.
- POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
- RISK OF LOSS:** Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean 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 contract.
- 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, NA (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.

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

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

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

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

8. FINANCING: This contract is subject to Buyer obtaining an approved CONVENTIONAL mortgage of 80 % of the purchase price, at an interest rate not to exceed at prevailing BANK RATES % and amortized over a period of _____ years.

- a. This contract is subject to a written statement from the lender, within seven (7) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to final loan approval within 25 days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

The JANET DICK TIGHE of Central Maine Real Estate represents SELLER
 Listing Agent Agency

The Bernady S Angle of Angle Associates represents Buyer
 Selling Agent Agency

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

10. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of the transaction.

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

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

13. HEIRS/ASSIGNS: This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

14. 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.

15. ADDENDA: _____ Yes (If Yes, include number of addenda on line); No

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

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

18. OTHER CONDITIONS: IT IS UNDERSTOOD THAT SELLER SHALL PAY BERNARD ANGLE OF ANGLE ASSOC. A COMMISSION ON THE SALE OF THIS PROPERTY EQUAL TO 3.5% OF SALES PRICE AT TRANSFER OF TITLE.
19. IT IS UNDERSTOOD THAT SELLER SHALL GIVE NOTICE TO GO TO 3RD FLOOR APT. ON OR BEFORE FEB. 1, 2000 TO VACATE, NO LATER THAN FEB. 28, 2000. ENTIRE HOUSE SHALL BE VACANT AT TRANSFER OF TITLE. SEC. DEP. TO BE RETURNED TO TENANT BY SELLER.

A copy of this contract 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.

20. IT IS UNDERSTOOD THAT THERE ARE NO LEASES ON THE PROPERTY.
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.

Yvonne LeBlond 1/19/00
BUYER

150-40-1426
SS# OR TAXPAYER ID#

BUYER _____ SS# OR TAXPAYER ID# _____

Buyer's Mailing address is 11 Carroll St. Portland 04102

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 24TH day of JANUARY

19 2000
MERRILL R. MACGOWAN
MACGOWAN REALTY TRUST

04-34-9895
SS# OR TAXPAYER ID#

SELLER _____ SS# OR TAXPAYER ID# _____

Seller's Mailing address is 3 CHURCH RD., FOX BURN MANOR, ROSELIN, DISTRICT, LUTON, SC 29910

Offer reviewed and refused on _____, 19 _____

SELLER _____
SELLER _____

EXTENSION

The time for the performance of this contract is extended until _____ DATE

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



Back at you! ~
Can you decide
if not call!

