

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that Robert Blaik

Located At 166 NEAL

Job ID: 2011-04-930-ALTR

CBL: 054 - - F - 040 - 001 - - - - -

has permission to Change to 2 Unit w/ home OCC

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

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

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

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD**

[Handwritten signature]
5/6/11

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: buildinginspections@portlandmaine.gov

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

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

1. Final certificate of occupancy required.

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

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



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-04-930-ALTR

Located At: 166 NEAL

CBL: 054 - - F - 040 - 001 - - - -

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Conditions of Approval:

Zoning

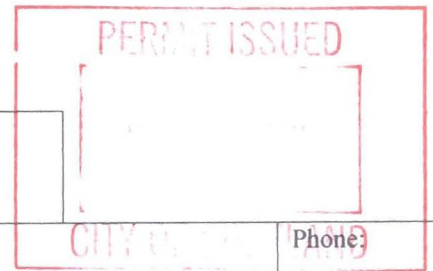
1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupations criteria, Section 14-410, shall be maintained.
3. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
4. This property shall remain a two family dwelling with a home occupation in the owner's unit for a doctor/therapist office. Any change of use shall require a separate permit application for review and approval.

BUILDING:

This permit does not authorize any construction.

City of Portland, Maine - Building or Use Permit Application

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



Job No: 2011-04-930-ALTR	Date Applied: 4/29/2011	CBL: 054 - - F - 040 - 001 - - - - -	
Location of Construction: 166 NEAL ST	Owner Name: Robert Blaik (P&S)	Owner Address: 166 NEAL ST PORTLAND, ME - MAINE 04102	Phone: 329-8637
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name:	Phone:	Permit Type: CHUSE-HO - Home Occupancy	Zone:
Past Use: Two Family Dwelling	Proposed Use: Change of Use to Two Family with a Home Occupation for a Doctor/Therapist Office in owner's unit	Cost of Work: 1000.00	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: P-3 Type: SB
		Signature:	Signature: <i>[Signature]</i>
Proposed Project Description: 166 Neal Change of use for a home Occupation		Pedestrian Activities District (P.A.D.)	

Permit Taken By: Lannie **Zoning Approval**

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>OK with conditions</i> <i>5/3/11</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation <i>within</i></p> <p><input type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p><i>may exterior work requires separate review & appeal</i></p> <p>Date:</p>
	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 appication 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 PHON

4/29/11

Job Summary Report Job ID: 2011-04-930-ALTR

Report generated on Apr 29, 2011 1:47:38 PM

Page 1

Job Type:	Alter/Add to Residential SF/Duplex	Job Description:	166 Neal	Job Year:	2011
Building Job Status Code:	Initiate Plan Review	Pin Value:	1282	Tenant Name:	
Job Application Date:		Public Building Flag:	N	Tenant Number:	
Estimated Value:	1,000	Square Footage:			
Related Parties:	Robert Blaik		<i>Property Owner</i>		

Job Charges

Fee Code Description	Charge Amount	Permit Charge Adjustment	Net Charge Amount	Payment Date	Receipt Number	Payment Amount	Payment Adjustment Amount	Net Payment Amount	Outstanding Balance
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Location ID: 8346

Location Details

Alternate Id	Parcel Number	Census Tract	GIS X	GIS Y	GIS Z	GIS Reference	Longitude	Latitude
T02577	054 F 040 001		M				-70.271705	43.65275

Location Type	Subdivision Code	Subdivision Sub Code	Related Persons	Address(es)
1				166 NEAL STREET WEST

Location Use Code	Variance Code	Use Zone Code	Fire Zone Code	Inside Outside Code	District Code	General Location Code	Inspection Area Code	Jurisdiction Code
SINGLE FAMILY		NOT APPLICABLE			Historic District		DISTRICT 3	WEST END

2 Family per #049022 K-6

Structure Details

Structure: 2 unit w/ home occupation

Occupancy Type Code:

Structure Type Code	Structure Status Type	Square Footage	Estimated Value	Address
Two Family Dwelling	0			166 NEAL STREET WEST

Longitude	Latitude	GIS X	GIS Y	GIS Z	GIS Reference
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User Defined Property Value

in history

Permit #: 20113158

Permit Data

Location Id	Structure Description	Permit Status	Permit Description	Issue Date	Reissue Date	Expiration Date
8346	2 unit w/ home occupation	Initialized	Change to 2 Unit w/ home OCC			

Inspection Details

Job Summary Report
Job ID: 2011-04-930-ALTR

Report generated on Apr 29, 2011 1:47:38 PM

Page 2

Inspection Id	Inspection Type	Inspection Result Status	Inspection Status Date	Scheduled Start Timestamp	Result Status Date	Final Inspection Flag			
							Fees Details		
Fee Code Description	Charge Amount	Permit Charge Adjustment	Permit Charge Adj Remark	Payment Date	Receipt Number	Payment Amount	Payment Adjustment Amount	Payment Adj Comment	
Certificate of Occupancy Fee	\$75.00								
Home Occupation	\$150.00								



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>166 Neal Street</u>		
Total Square Footage of Proposed Structure/Area <u>222.25 sq. ft.</u>	Square Footage of Lot <u>2,030.</u>	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# <u>54</u> Block# <u>F</u> Lot# <u>40</u>	Applicant *must be owner, Lessee or Buyer* Name <u>ROBERT BLANK</u> Address <u>102 Second</u> City, State & Zip <u>Hallow</u>	Telephone: <u>207-329-8637</u> (Attorney)
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Kathn</u> Address <u>166</u>	Price of Property \$ _____
Current legal use (i.e. single family) If vacant, what was the previous use? Proposed Specific use: <u>H</u> Is property part of a subdivision? Project description: <u>(Psychiatrist's office)</u>	 <p>THOMAS COWARD, JD Associate Broker, Legal Director Cell: 207-329-8637 Fax: 207-767-0247 Tom@trubritreality.com</p> <p>KELLER WILLIAMS 207-879-9800 50 Sewall Street, 2nd Floor - Portland, Me 04102 trireality.com</p>	
Contractor's name: _____ Address: <u>N/A.</u> City, State & Zip: _____ Telephone: _____	Units <u>2</u> <u>(Psychiatrist's office)</u>	
Who should we contact when the permit is issued? Mailing address: <u>17 Woodbury</u> <u>Portland ME 04106</u>	Telephone: <u>207-329-8637</u>	

Please submit all of the information 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.

RECEIVED
APR 29 2011

Signature: [Signature] Date: 4/29/2011
City of Building Inspections
City of Portland Maine

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

THOMAS S. COWARD
ATTORNEY AT LAW

17 Woodbury Street
South Portland
Maine 04106
USA
Tel: (207) 329-8637

E-mail: tom@trubritrealty.com

April 28, 2011

Ms. Marge Schmuckal
Zoning Administrator
Department of Planning and Urban Development
City of Portland
389 Congress Street
Portland ME 04101

Re: Dr. Robert Blaik; Application for Home Occupation; 166 Neal Street (CBL 54 F 4)

Dear Marge:

This letter is to request a permit to allow the use of the residence at 166 Neal Street for a home occupation. The details are as follows:

1. Name of Applicant: Robert Blaik
2. Property Address: 166 Neal Street, CBL: 54-F-4.
3. Type of Home Occupation: Physician (Psychiatrist) Office.
4. Explanation of how the home occupation meets the criteria of Section 14-410 of the Portland Zoning Ordinance:
 - a. The home occupation will occupy approximately 222.25 sq. ft., or approximately 15%, of the floor area of the residence. Dr. Blaik intends to conduct his practice in the upstairs back bedroom, indicated on the attached floor plan.
 - b. There will be neither outside storage of goods and materials, nor any exterior display of goods or goods visible from the outside.
 - c. Storage of records and materials relating to the home occupation are minimal, and will be accommodated within the 222.25 sq. ft. allocated to the home occupation.
 - d. Exterior signage will be limited to one non-illuminated sign not exceeding a total area of two square feet, affixed to the building and not projecting more than one foot beyond the building. Dr. Blaik will apply for a sign permit once he occupies the building.
 - e. There will be no exterior alterations to the residence.

2745 SF
in residence
7274.5
OK

- f. Dr. Blaik will meet at most one client at a time. There is parking for two vehicles in the existing driveway located on the premises adjacent to the building.
- g. No objectionable effects will result from the home occupation.
- h. Dr. Blaik will not require the services of any employees.
- i. This occupation will not generate more than one additional vehicle per hour in the neighborhood during business hours; probably this volume will be considerably less.
- j. No vehicles other than passenger vehicles will visit the premises as a result of the home occupation.

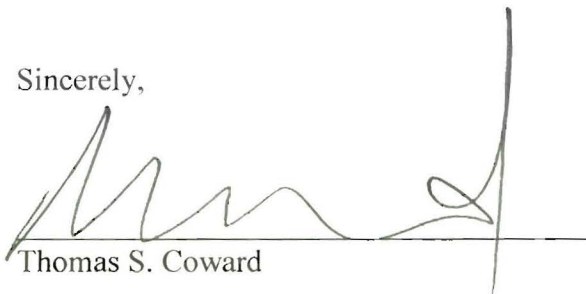
As you can see, this home occupation is a secondary and incidental use of the residence. The external activity level and impact is negligible and in keeping with the residential character of the neighborhood.

Attached you will find the following materials:

- 1. General Building Permit Application.
- 2. Dimensioned floor plans of the entire dwelling, noting the specifics of the proposed home occupation.
- 3. A copy of the Purchase and Sale Agreement under which Dr. Blaik is buying the property.
- 4. A plot plan showing the shape and dimensions of the lot, the footprint of the structure, and the location of the existing driveway.

Please note that the Purchase and Sale Agreement is contingent upon the granting of this Home Occupation Permit, and that closing is scheduled to occur on Monday, May 23, 2011. Accordingly, time is of the essence, and if you find you need additional information concerning this application, please do not hesitate to contact me immediately.

Sincerely,



Thomas S. Coward

Encls: as listed

cc: Dr. Robert Blaik

04-27-'11 18:30 FROM-KELLER WILLIAMS RLTY

1-207-879-9801

T-947 P0002/0006 F-734

04/25/2011 09:06 2076233318

ROBERT BLAIK DO PHD

PAGE 02/06

04-25-'11 20:11 FROM-KELLER WILLIAMS RLTY

1-207-879-9801

T-941 P0002/0006 F-711

PURCHASE AND SALE AGREEMENT

PK RSB 04/25/11

Offer Date April 24 2011

Effective Date April 24 2011
Escrow Date is defined in Paragraph 31 of this Agreement.

1. PARTIES: This Agreement is made between Robert B. Blaik

Buyer, Florida

(Buyer) and

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (S) all

part of: Xth part of one part, 26 for explanation, the property situated in municipality of Daytona

County of Wayne State of Florida, located at 165 West Alvarado and

described in deed(s) recorded at said County's Registry of Deeds Book(s) 2407A, Page(s) 84

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

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

4. PERSONAL PROPERTY: The following items of personal property are listed on April 20, 2011, are included with the sale or the additional cost, in the by condition with no warranty: stainless steel, gold, silver, jewelry, clothes, books, stereo, stereo in dining room, and 3 sets exercise bike in attic.

5. PURCHASE PRICE: For each Deed and easements Buyer agrees to pay the total purchase price of \$ 319,500.00

Buyer has delivered or will deliver to the Agency within 3 days of the Offer Date, a deposit of earnest money in the amount of \$ 5,000.00. 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 \$ na will be delivered

compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid in wire, certified, cashier's or bank payment check upon delivery of the Deed

This Purchase and Sale Agreement is subject to the following conditions:
6. EARNEST MONEY/ACCOMPLISHMENT: Buyer, Williams Realty (Agency) shall hold said earnest money and act as escrow agent until closing. This offer shall be valid until August 16 (Date) to Buyer. In the event that the Agency is unable to locate a party to any document by virtue of sending an earnest money, Agency shall be entitled to receive reasonable attorney's fees and costs which shall be assessed as credit items in favor of the prevailing party.

7. TITLES AND CLOSING: A deed, conveying good and marketable title in accordance with the Standard of Title adopted by the Mobile Bar Association shall be delivered to Buyer and the transaction shall be closed and Buyer shall pay the balance due and complete all necessary papers on Page 23 (closing day) 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 time 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): This property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except none, conditions, covenants 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 known as, free of all encumbrances and debts, 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.

Agency: 2011: Page 1 of 2 - P&S Buyer(s) Name: RSB Seller(s) Name: RB
Data Entry Agency: 2020000000, Joe Flinn, Fredrick, Neil, O'Brien Phone: (907) 221-1120 Fax: (907) 221-1111
Printed with Agreement by: 10000 Florida Mobile Road, Panama, Michigan 49783 Internet: 40200000000 Date: 04/25/2011

04-27-11 10:30 FROM-KELLER WILLIAMS RLTY

1-207-879-9801

T-947 P0003/0006 E-734

04/26/2011 09:06

2076233318

ROBERT BLAIK DO PHD

PAGE 03/06

04-25-11 20:12 FROM-KELLER WILLIAMS RLTY

1-207-879-9801

T-941 P0003/0006 E-711

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

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

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

Table with columns: TYPE OF INVESTIGATION, YES, NO, RESULTS REPORTED TO SELLER, TYPE OF INVESTIGATION, YES, NO, RESULTS REPORTED TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Coastal/shoreland/septic, d. Water Quality, e. Water Quantity, f. Air Quality, g. Square Footage, h. Pool, i. Energy Audit, j. Chimney, k. Smoke/CO detectors, l. Mold, m. Lead Paint, n. Arsenic Treated Wood, o. Pests, p. Code Conformance, q. Insurance, r. Environmental Scan, s. Lot size/acreage, t. Survey/M/LI, u. Zoning, v. Title Review/Warranty, w. Flood Plain, x. Other Applicable.

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 in 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 [X] will not be covered by a Home Warranty Insurance Program to be paid by [] Seller [] Buyer at a price of \$ _____ to be provided through _____.

14. FINANCING: This Agreement [X] is [] is not subject to financing. If subject to financing: a. This Agreement is subject to Buyer obtaining a _____ loan of \$0,000 % of the purchase price, at an interest rate not to exceed 5.999 % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's Licensee or Buyer's Licensee. d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement. e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's pre-paid points and/or closing costs. f. Buyer's ability to obtain financing [] is [X] is not subject to the sale of another property. See addendum Yes [] No [X]. g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

04-27-'11 10:31 FROM-SELLER WILLIAMS RLTY

1-207-879-9801

"-94/ P0004/0006 F-734

04/26/2011 09:06 2076233318

ROBERT BLAIR DO PHD

PAGE 04/06

04-25-'11 20:12 FROM-SELLER WILLIAMS RLTY 1-207-879-9801 T-941 P0004/0006 F-711

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

John Hagedorn (001628) of Kaling Williams Realty (1009)
 Licensed MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker Agency
 Deborah E. Forward (005408) of Kaling Williams Realty (1888)
 Licensed MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker Agency

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the Initial Advisory 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 Melroe Center for Disease Control and Prevention regarding possible in private wear supplies and waste in treated wood.

17. DEFEASIBLE: 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 in concert agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

18. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims existing on or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Melroe 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.

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

20. HEREAFTER: This Agreement shall extend to and be obligatory upon heir, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

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

22. 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/is not maintained within 100 gallons drye prior to closing.

23. NOTICES: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensor. Withdrawal of offers and amendment will be effective upon communication, verbally or in writing.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when the fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Buyer is obligated to pay the earnest money to the escrow agent within the time specified in this Agreement, including all reasonable business days defined as excluding Saturdays, Sundays, and any observed Maine state/federal holidays. Deadlines in this Agreement, including all deadlines, expressed or "within 2 days" shall be calculated 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 next day covered. Unless expressly stated to the contrary, deadlines in this Agreement, including all deadlines, expressed or a specific date shall end at 5:00 p.m. Eastern Time on each date.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensee, attorney, lender, appraiser, inspector, 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 licensee prior to, at and after the closing.

26. OTHER CONDITIONS: This contract is subject to any other conditions to which the buyer acknowledges all necessary permits and conditions to operate a home occupation as a professional/professional office on the premises prior to closing.

January 2011

Page 3 of 4 - P&S Represented by: RB Seller's Initials: MB
 Prepared with 31PForm® by Douglas Scott from Real Estate Action 4228 4228
 Bob, Robert T.

04-27-'11 10:32 FROM-KELLER WILLIAMS BLTY

1-207-879-9801

T-947 P0005/0006 F-734

04/26/2011 09:06 2076233318

ROBERT BLAIK DO PHD

PAGE 05/06

04-25-'11 20:13 FROM-KELLER WILLIAMS BLTY

1-207-879-9801

T-941 P0005/0006 F-711

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

28. ADDENDA: Lead Paint - Yes No; Other - Yes No
 Explain: Possession after closing addendum R.E.B. - 04/27/11
 The Property Disclosure Form is not an addendum and not part of this Agreement.

Buyer's Mailing address is 104 Second Street, Hallowell, ME 04347

Robert E. Blaik 04/26/11
 BUYER DATE BUYER DATE
 Robert E. Blaik

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 166 Neal Street, Portland, ME 04102

Kathryn Klina 4/26/11
 SELLER DATE SELLER DATE
 Kathryn Klina

COUNTER-OFFER

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

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

SELLER DATE SELLER DATE
 BUYER DATE BUYER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE
 SELLER DATE SELLER DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER DATE SELLER DATE
 BUYER DATE BUYER DATE

BUYER DATE BUYER DATE
 SELLER DATE SELLER DATE



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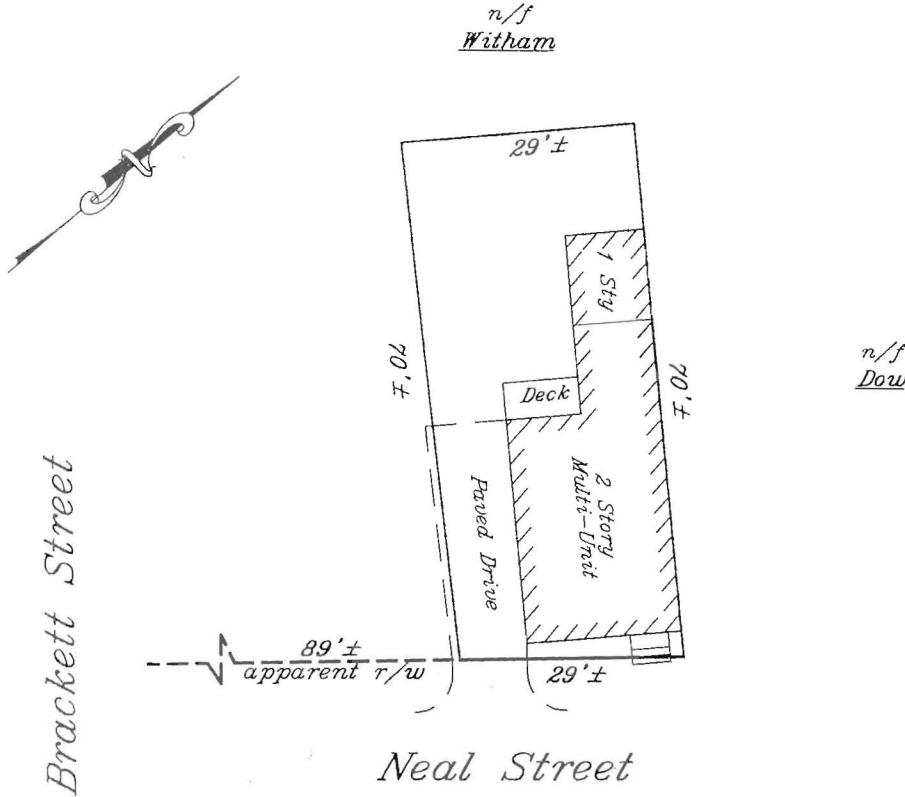


For Mortgage Lender Use Only

General Notes: (1) Distances shown are taken from provided title references shown below. (2) The purpose of this inspection is to render an opinion as follows: A) dwelling and accessory structure's compliance with respect to municipal zoning setbacks and B) flood zone determination by horizontal scaling on below referenced FEMA Map. (3) This inspection excepts out all technical standards as set forth by State of Maine Board of Licensure for Professional Land Surveyors. (4) This inspection is to be used only by the below listed lender, title attorney and title insurer and shall not be used by another party for boundary line locations or land title opinions. (5) A boundary survey should be performed to render a professional opinion pertaining to boundary line locations, easements, rights of way, encumbrances and/or encroachments.

Address: 166 Neal Street
Portland, Maine

Inspection Date: April 29, 2006
Scale: 1" = 20'



Notes:

The dwelling pre-dates zoning setbacks.
Apparent lines of occupation are shown on this sketch.
A Boundary Survey is recommended for accurate location.

Applicant: Kathryn Klima Requesting Party: Atlantic Title Company
Owner: Elizabeth Z. Donaldson Attorney: _____
Lender: NE Moves Mortgage, LLC File No. 20612404 Field Book: _____

Title References:

Deed Book: _____ Page: _____
Plan Book: _____ Page: _____ Lot: _____
County: Cumberland

Municipal References:

Map: 54 Block: F Lot: 40

The dwelling does not fall within a Special Flood Hazard Zone Per Fema Community Map No 230051
Panel: 0013B Zone: C Date: July 17, 1986

The dwelling was in compliance with municipal zoning setback requirements at the time of construction.

Comments: See above notes.

James D. Nadeau, LLC
Professional Land Surveyors

918 Brighton Avenue
Portland, Maine 04102
Ph. (207)878-7870 Fax (207)878-7871

[Signature]
5-2-06

This Is Not A Boundary Survey

Not For Recording

Zoning Division
Marge Schmuckal
Zoning Administrator



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

To Whom It May Concern

June 23, 1998

RE: 166 Neal Street - 54-F-40

A review of the microfiche shows that this building is considered a legal 2 unit building.

Zoning Administrator

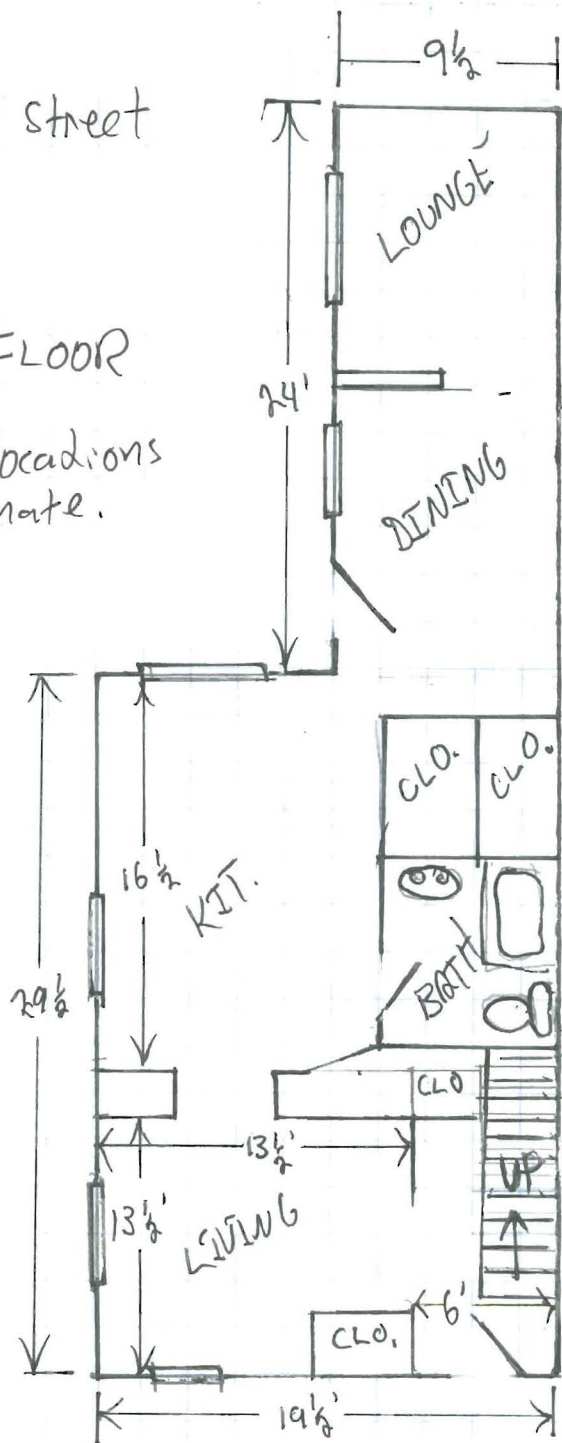
Marge Schmuckal

054-F-040

166 Neal Street
 $\frac{1}{4}'' = 2ft$

FIRST FLOOR

Window locations
approximate.



228

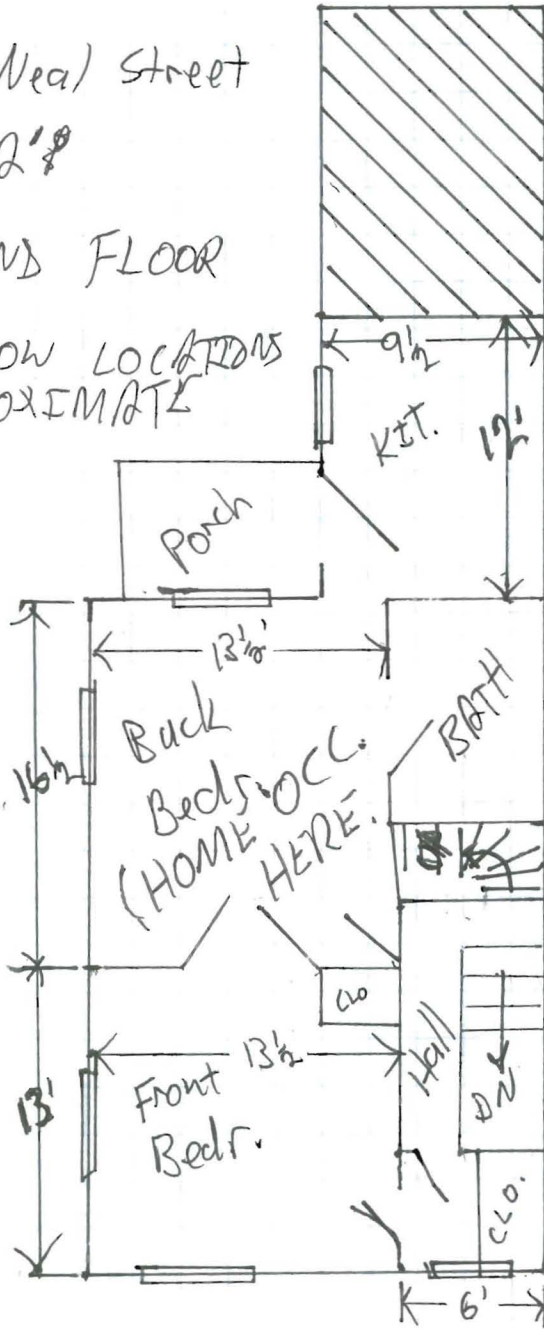
585

166 Neal Street

$\frac{1}{4}'' = 2'$

SECOND FLOOR

WINDOW LOCATIONS
APPROXIMATE



114

460