

Form # P 04

**DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND**

Please Read
Application And
Notes, if Any,
Attached

**BUILDING
PERMIT**

Permit Number: 100330

This is to certify that JD Lichtman/Property Owner
has permission to Legalization of 1 dwelling unit from 3 to 4 units
AT 92 CLARK ST CL 057 C035001

PERMIT ISSUED

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

City of Portland

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is used-in. 2 HOUSING NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. N. Souther
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

Janine Bouke 6/15/10
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development
Building Inspections Division

Location: 92 CLARK ST

CBL: 057- C-035-001

Issued to: JOHN D LICHTMAN

Date Issued: 8/24/2012

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. 2011-10-2528-MF 3, has had a final inspection, has been found to conform substantially to the requirements of the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

ENTIRE

APPROVED OCCUPANCY

USE GROUP R-2
MULTI-FAMILY 4 UNIT
TYPE 5-B
PORTLAND HOUSING CODE

Limiting Conditions: This certificate certifies the use of the building only. It does not certify building code compliance.

Approved: Don McMan
8-24-2012
(Date) Inspector

[Signature]
Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 10-0330	Issue Date:	CBL: 057 C035001
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Location of Construction: 92 CLARK ST	Owner Name: JD Lichtman	Owner Address: P.O. Box 1239	Phone:
Business Name:	Contractor Name: Property Owner	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	Zone: R-6

Past Use: Multi-Family 3 legal and 1 nonconforming dwelling unit	Proposed Use: Multi-Family 4 unit - Legalization of 1 dwelling unit from 3 to 4 units	Permit Fee: \$375.00	Cost of Work: \$375.00	CEO District: 2
---	--	-------------------------	---------------------------	--------------------

FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>	INSPECTION: Use Group: R-2 Type: SB <i>Housing code</i>
Signature: <i>(RG)</i>	Signature: <i>JMB 6/15/10</i>

Proposed Project Description:
Legalization of 1 dwelling unit from 3 to 4 units

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 04/02/2010	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>Dev/cond has</i> Date: <i>5/27/10</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 checked="" 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 other work</i> Date: <i>requires a separate</i>
	<p style="text-align: right;"><i>review & approval thru Historic Preservation.</i></p>		

PERMIT ISSUED

JUN 15 2010

City of Portland

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

5-25-12 DWM/BKH/Capt. Pirone vD 203-640-2665.

2nd floor rear fire door does not close

3rd floor rear stair provide handrail

elec. certification letter

6-5-12 DWM/John Mardell vD Handrail NTC

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-0330	Date Applied For: 04/02/2010	CBL: 057 C035001
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Location of Construction: 92 CLARK ST	Owner Name: JD Lichtman	Owner Address: P.O. Box 1239	Phone:
Business Name:	Contractor Name: Property Owner	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	

Proposed Use: Multi-Family 4 unit - Legalization of 1 dwelling unit from 3 to 4 units	Proposed Project Description: Legalization of 1 dwelling unit from 3 to 4 units
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Dept: Zoning Status: Approved with Conditions Reviewer: Ann Machado Approval Date: 05/27/2010
 Note: Ok to Issue:

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) With the issuance of this permit and the certificate of occupancy, this property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.

Dept: Building Status: Approved with Conditions Reviewer: Jeanine Bourke Approval Date: 06/15/2010
 Note: Ok to Issue:

- 1) The certificate of occupancy will be issued when compliance is verified with the violations cited by Ben Wallace and Suzanne Hunt.
- 2) This permit recognizes a pre-existing land use and does not require or certify compliance with the City's current building code. The inspection performed will be done pursuant to the City's Minimum Standards for Housing, The Housing Code.
- 3) This permit approves the legalization of a dwelling unit only. It does NOT authorize any construction activities.
- 4) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire Status: Approved with Conditions Reviewer: Capt Keith Gautreau Approval Date: 06/02/2010
 Note: Ok to Issue:

- 1) All violations cited by FF Wallace must be addressed prior to Certificate of Occupancy being issued.
- 2) This permit is for change of use only, any construction shall require additional permits. The occupancy shall meet NFPA 101 code requirements upon inspection.

PERMIT ISSUED

JUN 15 2010

Comments:

4/5/2010-amachado: Left vcm for J.D. Lichtman. Need more complete plot plan. Need to show parking, setbacks and the actual dimensions of the property (42' x 100" is not correct). Second & third floor floor plans need to show dimensions of rooms and where stairways & common areas are.

4/5/2010-amachado: Spoke to J.D. Lichtman. He received a siteplan at the closing which he will bring in. He will do more detailed floor plans for second & third floors and hopes to bring them in by the end of the week. Considering application complete. Giving sheets to fire and inspections & notification to abutter's sheet to Gayle.

4/7/2010-gg: Sent out notices for abbutters on 04/07/10. /gg Ann has permit.

4/9/2010-amachado: Received more complete plot plan & more detailed floor plans for second & third floor. Application is complete. Gave housing & life safety inspection sheets to Lannie (4/5/10) to schedule inspection. Inspection scheduled for 4/30/10 at owners request.

Location of Construction: 92 CLARK ST	Owner Name: JD Lichtman	Owner Address: P.O. Box 1239	Phone:
Business Name:	Contractor Name: Property Owner	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	
5/27/2010-amachado: Received sheets from fire (Ben Wallace) & housing (Suzanne Hunt.)			

PERMIT ISSUED

JUN 15 2010

City of Portland

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 Inspection 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 with construction.

 X Final inspection required at completion of work.

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

PERMIT ISSUED

JUN 15 2010

City of Portland

Zoning Division
Marge Schmuckal
Zoning Administrator

Department of Planning & Development
Lee Urban, Director



CITY OF PORTLAND

APPLICATION FOR
LEGALIZATION OF NONCONFORMING DWELLING UNITS
Section 14-391 - In effect March 24, 2004

RECEIVED

DEPT. OF BUILDING INSPECTIONS
CITY OF PORTLAND MAINE
APR - 2 2010

Location/Address of Legalization: 92 CLARK ST	
Tax Assessor's Chart, Block & Lot Chart# 57 Block# C Lot# 35	Owner: JD LICHTMAN Telephone: (203) 640 2665 Address: PO Box 1239 Portland, ME 04104
Contact name, address & telephone if different than above: SAME AS ABOVE (I RESIDE AT THIS RESIDENCE)	Cost of Work: \$ _____ Fee: \$ _____ \$300 per legalized unit & \$75 per C of O
Current # of legal D.U. 3	Requested # of units To be legalized: 1 Total bldg. units: 4
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting: ① Letter to 1986 owner stating code issues ② 1986 inspectors report card identifying issues re: above letter that identifies 4 units were in building ③ Letter to 1992 owner stating that 4 unit building meets code	
Attach evidence that the current owner/applicant neither constructed nor established the non-conforming dwelling units to be legalized: List evidence that you are submitting: ① PURCHASE & SALE ② HUD SETTLEMENT STATEMENT	
<i>I hereby certify that I am the Owner of record of the above 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.</i>	
Signature of applicant:	Date: 4/1/10
This is NOT a permit, you may not commence ANY work until the permit is issued.	



PORTLAND MAINE

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

Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator

LEGALIZATION OF NONCONFORMING DWELLING UNITS FOR OFFICE USE ONLY

Address & CBL: 92 Clark St 57-C-035

Notices to owners of properties situated within 300 feet sent on: generated by u 4/5/10; mailed 4/7/10

City Housing Ordinance compliance given on: 4/5/10 received: 5/25/10 approved w/cond for

City NFPA compliance given on: 4/5/10 received: 5/27/10 approved w/cond for

Received any letters within 10 days from notices sent? _____

inspection letter 1988 - violation - charge in vac, 1986 inspection schedule

Unit(s) existed prior to April 1, 1995? 4 units; 1992 inspection letter - 4 de

Unit(s) shown to be established by different owner? HUD settlement 4/2/10. purchase sale date 2/4/10

Site plan included: plot plan - received 4/9/10

Floor plans included? received more detailed floor plans 4/9/10

Is ZBA action required? no



CITY OF PORTLAND

CITY OF PORTLAND HOUSING CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 92 Clark St 57-C-035

Owner: J.D. Lichtman

Address of Owner: Po Box 1239, Portland 04104 Telephone: (203) 640-2665

Applicant information if different than above:

Current number of legal units: 4 ~~units~~ three (3)

Number of units to be legalized: one (1)

lots: four (4)

Comments of approval or disapproval (list any and all conditions):

Conditions as stated on inspection violations 5/20/2010
on back this page.
Fire & Safety Issues noted on Ben Wallace Sheet
attached. SMH -

Signature: Suzanne Date: 5-25-10

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

389 Congress Street
Portland, Maine 04101

Inspection Violations

Owner/Manager JD Lichtman		Inspector Suzanne Hunt		Inspection Date 5/20/2010	
Locatation 92 CLARK ST	CBL 057 C035001	Status Re-Inspect 45 Days		Inspection Type Building Permit-Inspection	

Code	Int/Ext	Floor	Unit No.	Area	Compliance Date
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1) Interior
Violation:
Notes: All occupied Units must have a legal use as residence.

2) 6-111.(b) Interior 3 3 Bathroom
Violation: Location of facilities.
Notes: All required plumbing facilities must be conveniently located. The location/ access to bathroom in unit 3 is not conveniently located.

Comments: Legalization Permit



CITY OF PORTLAND

NFPA LIFE SAFETY CODE – FIRE PREVENTION CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the NFPA Life Safety Code – Fire Prevention Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 92 Clark St 57-C-035

Owner: J.D. Lichtman

Address of Owner: Po Box 1235, Portland 04104 Telephone: (203) 640-2657

Applicant information if different than above:

Current number of legal units: 3 (three)

Number of units to be legalized: 1 (one)
John 4 (four)

Comments of approval or disapproval (list any and all conditions):

*Approved w/ conditions
see list*

Signature: *B. J. [Signature]* Date: 5/27/10

Get AN Electric Permit to continue work.
Some work has been done without

4/30/10

✓ OPEN JUNCTION BOXES + 0

✓ Oil Tank in Basement

✓ Remove paper insulation basement

Repair ALL hole in walls ceiling floor Egress Path

✓ Bath^{room} must be accessible

Fire Doors #2 Rear door does not close

continuous rail one side #3 rear stairs

✓ Basement windows to be weather / no float

✓ Egress path —

Dry wall over front door OK

Ann Machado - Legalization results

From: Benjamin Wallace
To: 92clarkstreet@gmail.com; Suzanne Hunt
Date: 5/25/2010 8:49 AM
Subject: Legalization results
CC: Ann Machado
Attachments: Legalization inspection.doc; Benjamin Wallace.vcf

Good morning,
I've attached the results for the legalization of 92 Clark Street. These issues will be required to be remedied prior to a Certificate of Occupancy being issued.

All spaces:

- All fire door assemblies shall be labeled 60-minute fire assemblies (remove paint from labels). All fire doors shall be self-closing.
- Each unit door shall be labeled (ie: 1F, 1R, 2, 3).
- Address number shall be visible on front of building and contrasting with background.

Basement:

- Boiler protection required (sprinkler head(s)).
- Certify electrical system (letter of compliance required from licensed electrician and electrical permit may be required).
- Kraft paper on insulation shall not be exposed.

Unit 1F:

Pass

Unit 1R:

- CO alarm required.
- Remove door between kitchen and living room (shall not be bedroom unless smoke alarm is installed).

Unit 2:

- Co alarm required

Unit 3:

- Smoke and CO alarms required.
- Storage shall not be allowed in the egress stairs or room adjoining the egress stairs unless those rooms have a 60-minute fire door assembly. Owner plans to move unit 3 fire door assemblies to the landings on the second floor to remedy this.

Thank you,

Benjamin A. Wallace Jr.
Fire Prevention Officer
Portland Fire Department
380 Congress Street
Portland, Maine 04101
(207)756-8096
wallaceb@portlandmaine.gov

**IMPORTANT NOTICE FROM CITY OF PORTLAND
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 92 Clark St**

San 4/5/10
mailed 4/7/10

Issues: J. D. Lichtman, owners of the property located at 92 Clark Street, have submitted an application to legalize one existing non-conforming dwelling unit for a total of two dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

Feedback: If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315-389 Congress Street Portland, Maine 04101

FOR MORE INFORMATION

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00am to 4:00pm weekdays.

0/10/10

THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 05-17-10. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 14240 PAGE 135 COUNTY Cumberland
PLAN BOOK --- PAGE --- LOT ---

ADDRESS: 92 Clark Street, Portland, Maine

Job Number: 690-17

Inspection Date: 02-17-10

Buyer: John Daniel Lichtman

Scale: 1" = 20'

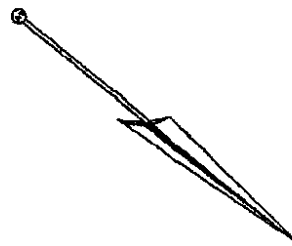
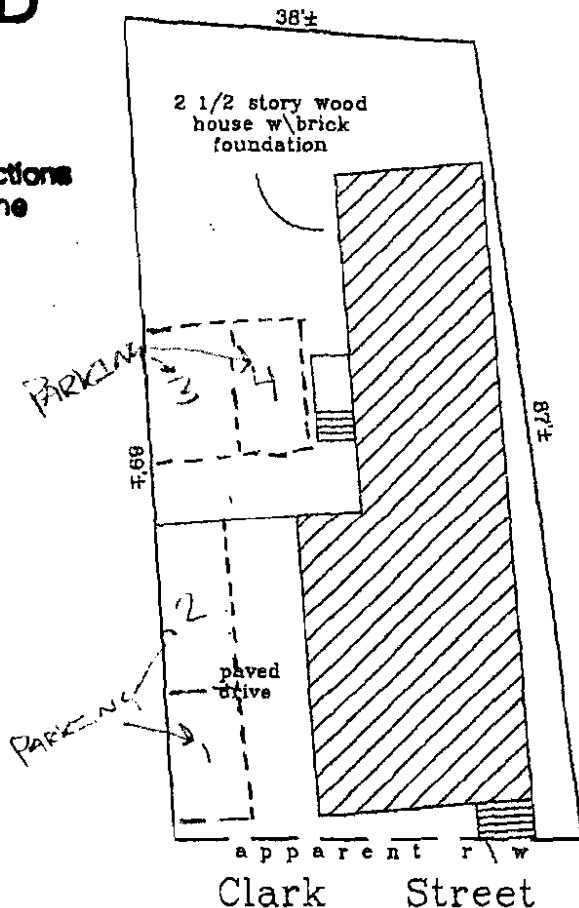
Client File #: 100168

Seller: Scott Somero

RECEIVED

APR - 9 2010

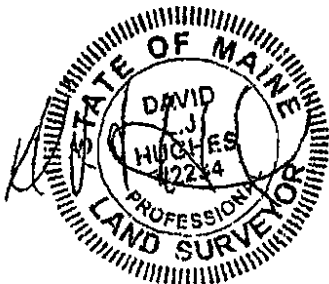
Dept. of Building Inspections
City of Portland Maine



NOTE: Lines of occupation are shown. A boundary survey may yield different results

NOTE: Lot is serviced by public water & sewer.

+SS.



I HEREBY CERTIFY TO: Bay Area Title Services, Northeast Bank and its title insurer.

Monuments found did not conflict with the deed description.

The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel 230051-0013B:

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

copyright

Livingston-Hughes
Professional Land Surveyors
88 Guinea Road
Kennebunkport, Maine 04046
207-967-9761 phone 207-967-4831 fax
www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

BACKYARD

LOCATION 92 CLARK ST. #101 PLAN #1st Flr

R#6
57-C-35^{30'}

BCURSPINER

ENTRANCE

stairs to 2nd floor

Bed Rm
8x12

12x12
HALL

12x12

Living

1st floor
C. PARTIAL WALL

12x15
Bed Rm

10x10
BATH

6x10
NEW BATH

Living Room
KITCHEN

15x16

UP TO 2ND FLOOR

Hall

UP TO 2ND FLOOR

1st floor

RECEIVED
JUL 22 1981
DEPT. OF BLDG. INSP.
CITY OF PORTLAND

92

CLARK

FENCE

Property
100
x 42

not correct

FENCE

DEPT.

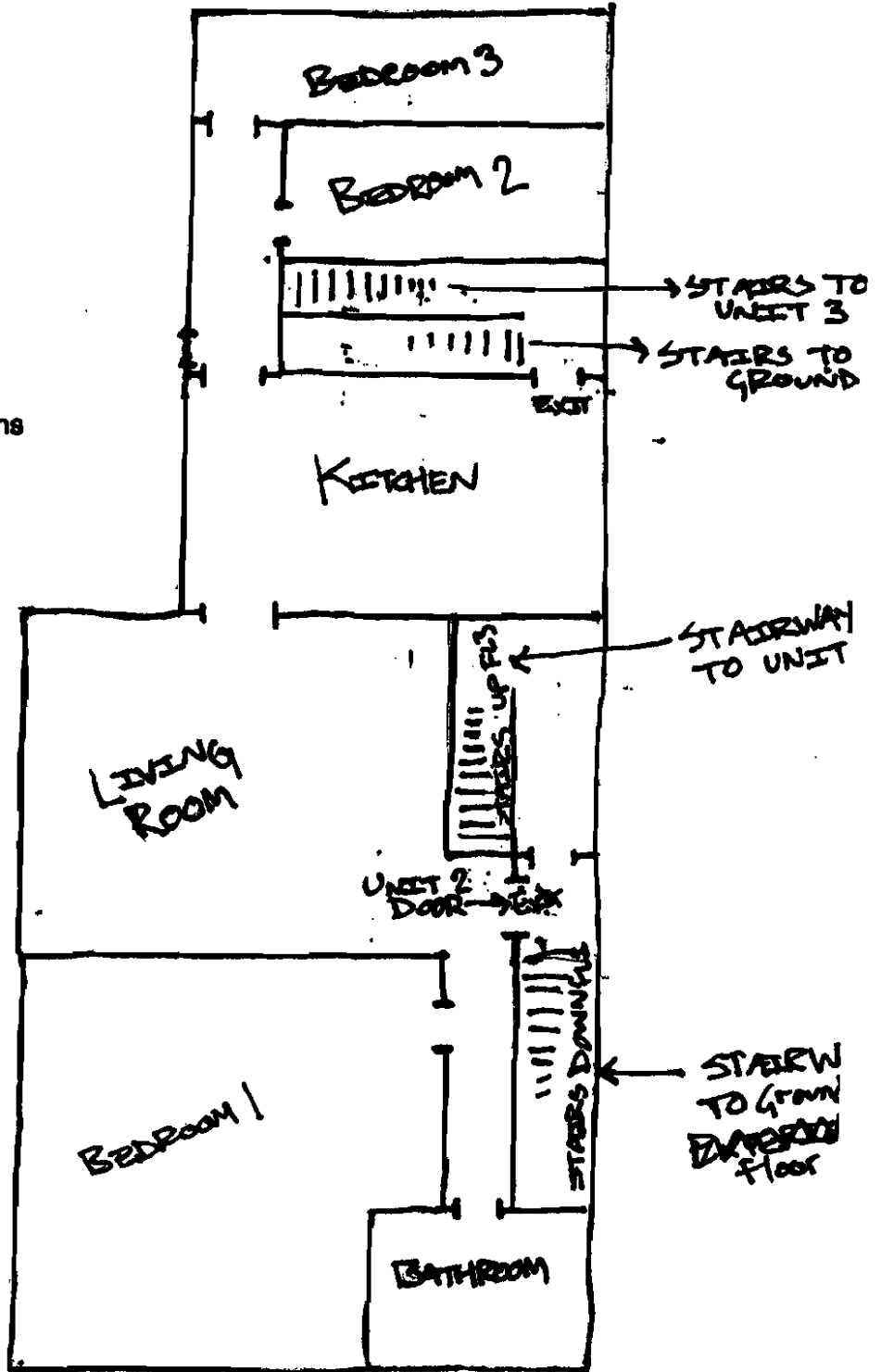
2ND FLOOR

2ND FLOOR
UNIT #2 = ENTIRE FLOOR

RECEIVED

APR - 9 2010

Dept. of Building Inspections
City of Portland Maine

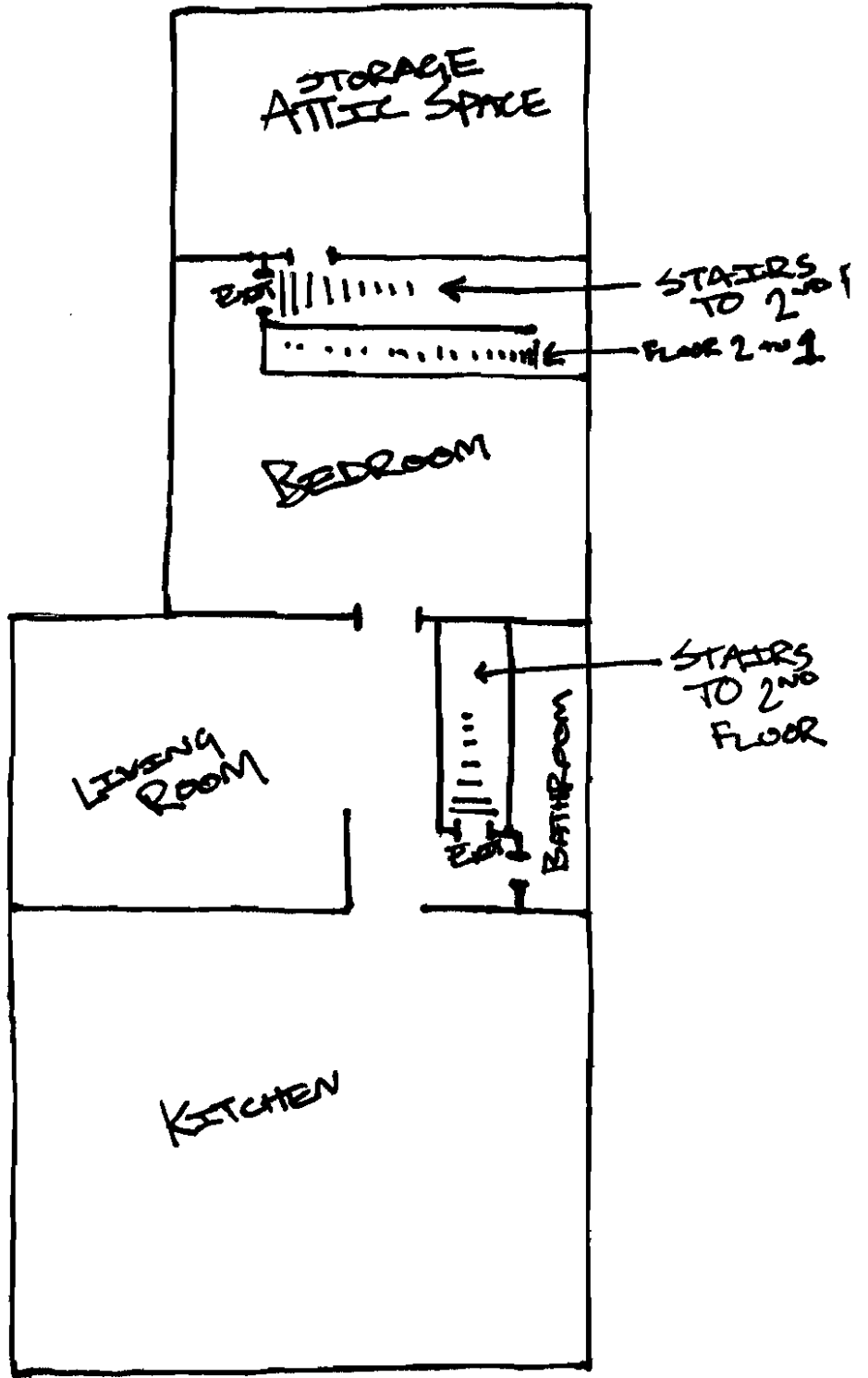


3RD FLOOR
UNIT 3

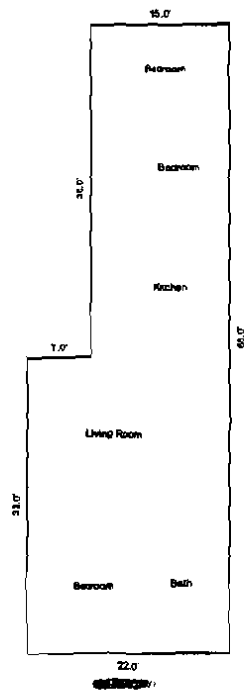
RECEIVED

APR - 9 2010

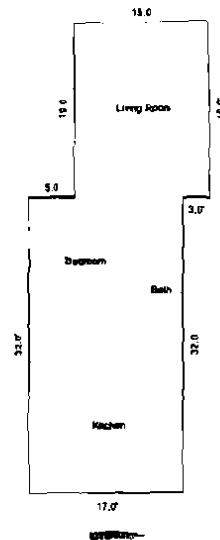
Dept. of Building Inspections
City of Portland Maine



2ND FLOOR



3RD FLOOR





CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF PLANNING
AND URBAN DEVELOPMENT

December 10, 1986

Robert Munson
1414 Westbrook Street
Portland, ME 04102

Re: 92 Clark Street

Dear Mr. Munson;

A recent inspection was made by Code Enforcement Officer Merlin Leary of the property owned by you at 92 Clark Street, Portland, Maine. As a result of the inspection, you are ordered to correct the following conditions that exist: Unlawful Change of Use.

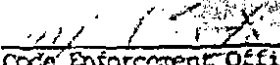
103.2 Change in use: It shall be unlawful to make any change in the use or occupancy of any structure or portion thereof which would subject it to any special provisions of this code without approval of the building official, and the building official's certification that such structure meets the intent of the provisions of law governing building construction for the proposed new use and occupancy, and that such change does not result in any greater hazard to public safety or welfare.

The above mentioned conditions are in violation of Section 103.2 of the 1984 BOCA Building Code, and must be corrected on or before January 10, 1987. Failure to comply with this order will result in a complaint being filed for prosecution in District Court.

Please contact this office if you have any questions regarding this notice.

Very truly yours,


P. Samuel Hoffses
Chief of Inspection Services


Code Enforcement Officer - M. Leary (District 5)

PSH/jmr

Inspection Services
Samuel P. Hoffes
Chief



Planning and Urban Development
Joseph H. Gray Jr.
Director

CITY OF PORTLAND

September 24, 1992

Joseph Conroy
83 Highland Rd.
So. Portland, ME 04106

SEP 24 1992
CITY OF PORTLAND
OFFICE OF THE CHIEF OF INSPECTION SERVICES

Dear Mr. Conroy,

The Housing Inspection Division of the Department of Planning and Urban Development has recently completed an overall inspection of the above referred property.

Congratulations are extended to you on the fact that the above property was found to meet the standards established by the City of Portland Housing Code.

Good maintenance is the best way to protect the value of your property and neighborhood.

Please feel free to call on me if you have any questions.

Sincerely,


Kathy Love
Code Enforcement Officer


Samuel P. Hoffes
Chief of Inspection Services

PURCHASE AND SALE AGREEMENT

Offer Date January 29

February 4, 2010, Februa Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between John Daniel Lichtman ("Buyer") and Scott Somero ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 92 Clark Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 14240, Page(s) 135.

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

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on January 19, 2010 are included with the sale at no additional cost, in "as is" condition with no warranties: all appliances

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 275,000.00. Buyer has delivered; or will deliver to the Agency within _____ days of the Offer Date, a deposit of earnest money in the amount \$ 3,000.00. 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 \$ _____ will be delivered _____. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Sullivan Multi Family Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 5:00 (date) January 29, 2010 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 20, 2010 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

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

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

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

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

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

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

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

a. This Agreement is subject to Buyer obtaining a FHA loan of 96,000 % of the purchase price, at an interest rate not to exceed 5.250 % and amortized over a period of 30 years.

b. 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 5 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 to provide Seller with loan commitment letter from lender within 25 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.

d. 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.

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

f. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ 5,000.00 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

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

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

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

Brit Vitalius of Sullivan Multi Family Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

Bill Sullivan of Sullivan Multi Family Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

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

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

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

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

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

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

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

Explain: Multi Family Addendum

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

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

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

MULTI-FAMILY ADDENDUM

TO AGREEMENT DATED January 29, 2010 BETWEEN Scott Somero (hereinafter "Seller")

AND JD Litchman, Leah Krieger (hereinafter "Buyer")

PROPERTY LOCATED AT: 92 Clark Street, Portland, ME 04101

Said Agreement is further subject to the following terms:

Strike any provision(s) that do not apply.

1. Sellers shall provide Buyer with copies of tenants' leases within 5 days of Effective Date of this Addendum and Buyer shall have an additional 5 days to examine same. Should Buyer find the leases to be unsatisfactory, Buyer shall so inform Seller in writing within the examination period and the Agreement shall become null and void and any deposit shall be returned to Buyer. In the absence of such notification the leases shall be deemed acceptable. Notwithstanding anything in the Agreement to the contrary, Seller agrees to observe and perform all obligations imposed on Seller under such leases and not to alter, modify or change the terms of such leases or to cancel or terminate such leases without the written consent of Buyer.
2. Seller agrees to indemnify and hold Buyer harmless for any damages, liabilities or costs arising from Seller's failure to have complied with the disclosure requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C., §4852(d).
3. Seller shall provide Buyer with a financial accounting of all security deposits, a schedule of current rents and the occupancy and payment status for each unit within 5 days of the Effective Date of the Agreement. Buyer shall have 5 days from receipt to review this information. If any of this information is not satisfactory to Buyer, Buyer may declare the Agreement null and void by notifying Seller in writing within said 5-day period and any earnest money shall be returned to Buyer. Upon transfer of the property, Seller shall provide Buyer with an update of all of the above information and shall provide to each tenant, by mail, notice of the transfer, notice of the Buyer's name and address and a copy of the accounting of the tenant's security deposit.
4. It is agreed that all security deposits shall be payable in full to the Buyer/trustee at transfer of title.
5. Seller represents that there will be no outstanding agreements with tenants regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, and that no rental income arising under the tenant leases has been or will be collected in advance of the time when it becomes due, except as otherwise acknowledged and agreed to elsewhere in this Agreement.
6. Should a vacancy occur, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria presently used by Seller to fill vacancies.
7. In the event of a vacancy at time of transfer of the title, any vacant unit shall be free of personal belongings and in broom clean condition.
8. Seller agrees to render the following portion(s) of the building vacant on or before closing: 1st floor front
9. Buyer's obligations under this Agreement are subject to Buyer, within 5 days of the Effective Date of the Agreement, obtaining satisfactory evidence from the municipality that the property contains 3 legally authorized units. If Buyer is unable to obtain such evidence, Buyer may 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 Buyer does not notify Seller within the time period set forth above, this contingency is waived by Buyer.

The representations and obligations of this Multi-Family Addendum shall survive closing and passage of title to Buyer.

[Signature] 1/29/2010
BUYER DATE
JD Litchman John Daniel Lichtman

[Signature] 1/29/2010
BUYER DATE
Leah Krieger

[Signature]
SELLER DATE
Scott Somero

[Signature]
SELLER DATE



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Sullivan Multi Family Realty 306 Congress Street Portland, ME 04101
Phone: 207.771.5556 Fax: 207.773.4647 Brit Vitalius



Clark St - JD


**A. U.S. Department of Housing
and Urban Development**
B. Type of Loan

1. <input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 100186	7. Loan Number	
8. Mortgage Ins. Case No.		

Settlement Statement

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals. POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

D. Name of Borrower: John Daniel Lichtman, 216 Spring St, Portland, ME 04102

E. Name of Seller: Scott J. Somero, 13 Atlantic St, Portland, ME 04101 **TIN:** 018-54-6185

F. Name of Lender: Northeast Bank, 500 Canal Street, Lewiston, ME 04240

G. Property Location: 92 Clark Street, Portland, ME 04101

H. Settlement Agent: Bay Area Title Services LLC (207) 775-5900 **TIN:** 16-1733469
Place of Settlement: 86 Pearl Street ~ Suite 200, Portland, ME 04101

I. Settlement Date: 4/2/2010 **Proration Date:** 4/2/2010

101. Contract sales price	275,000.00	401. Contract sales price	275,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	10,998.18	403.	
104. Holdback for Improvements	2,200.00	404.	
105.		405.	
106. City/town taxes 4/2/2010 to 7/1/2010	1,367.83	406. City/town taxes 4/2/2010 to 7/1/2010	1,367.83
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower:	289,563.98	420. Gross Amount Due to Seller	278,367.83
201. Deposit or earnest money	3,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	270,019.00	502. Settlement charges to seller (line 1400)	14,521.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit with Lender	600.00	504. Payoff of first mortgage loan Wells Fargo #0071010	58,785.99
205.		505. Payoff of second mortgage loan	
206.		506. Water & Sewer Current #140260-02	184.22
207.		507. Water & Sewer FINAL ESTIMATE #140280-02	41.47

700.	Total Real Estate Broker Fees	based on : \$275,000.00 @ 5.0000% = \$13,750.00			
	Division of commission (line 700) as follows:				
701.	\$13,750.00	to Sullivan Mutl			
702.					
703.	Commission paid at settlement	\$13,750.00		0.00	13,750.00
704.					
801.	Our origination charge	(from GFE#1) \$420.00			
	to Northeast Bank				
802.	Your credit or charge (points) for specific interest rate chosen	(from GFE#2)			
803.	Your adjusted origination charges	(from GFE A)		420.00	
804.	Appraisal fee	to Associated Appraisers (from GFE#3)		375.00	
805.	Credit report	to CBC Innova (from GFE#3)		10.70	
806.	Tax service	(from GFE#3)			
807.	Flood certification	to First American Flood Data Services (from GFE#3)		15.50	
808.					
809.					
810.					
811.	Final Inspection	to Northeast Bank		150.00	
812.					
901.	Daily interest charges	04/02/10 to 05/01/10 at \$38.84000/day x 21 (from GFE#10)		1,126.31	
902.	Mortgage insurance premium	360 mo. Northeast Bank (from GFE#3)		4,844.06	
903.	Homeowner's insurance	1 year MetLife (from GFE#11) POCB 1056.00			
904.					
905.					
1001.	Initial deposit for your escrow account	(from GFE#9)		1,873.09	
1002.	Homeowner's insurance	3 mo. @ \$88.0000 per mo. \$284.00			
1003.	Mortgage insurance				
1004.	City property taxes	4 mo. @ \$462.2750 per mo. \$1,849.12			
1005.	County property taxes				
1006.	Annual Assessments (maint.)				
1007.					
1008.					
1009.	Aggregate Adjustment	(\$440.03)			
1101.	Title services and lender's title insurance	Bay Area Title (from GFE#4)		1,466.68	
1102.	Settlement or closing fee	to Bay Area Title \$695.00			
1103.	Owner's title insurance	to Stewart Title Guaranty Com (from GFE#5)		435.62	
1104.	Lender's title insurance	to Stewart Title Guaranty Com \$571.68			
1105.	Lender's title policy limit	\$270,019.00			
1106.	Owner's title policy limit	\$275,000.00			
1107.	Agent's portion of the total title insurance premium	\$705.25			
1108.	Underwriter's portion of the total title insurance premium	\$302.25			
1109.	Agent Name: Bay Area Title Services LLC				

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

John Daniel Lichtman

Scott J. Somero

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Bay Area Title Services LLC

Date

SELLER'S AND/OR BORROWER'S STATEMENT Seller's and Borrower's signature hereon acknowledges his/her approval of tax proration and signifies their understanding that proration was based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefor and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on the last page of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such matter.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers

Sellers

John Daniel Lichtman

Scott J. Somero

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

**IMPORTANT NOTICE FROM CITY OF PORTLAND
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 92 CLARK**

Issues: Somero Scott J, owners of the property located at 92 Clark, have submitted an application to legalize one (1) existing non-conforming dwelling unit for a total of four (4) dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

Feedback: If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315 389 Congress Street Portland, Maine 04101

FOR MORE INFORMATION

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00am to 4:00pm weekdays.

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City of Portland GIS

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Results

- NotificationCBL Results
 - [data.zip Download](#)
 - PORTGIS.parcels_Layer1 (67)
 - Inputs
 - Messages

Map Contents

- Viewer
 - Annotation
 - House Number
 - Major Roads
 - Interstate
 - Unit Lines
 - Utilities
 - Streets
 - Buildings
 - Parcels
 - Truncated Water



CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
057 C009001	LEWANDOWSKI PAUL & MARY ZWOLINSKI JTS	116 CLARK ST PORTLAND, ME 04102	116 CLARK ST	2
057 C010001	GRAFF ROBERT E	614 SAWYER ST SOUTH PORTLAND, ME 04106	112 CLARK ST	3
057 C011001	MCCOMISH ROBERT J & PETER E BROWN JTS	23 MAY ST PORTLAND, ME 04102	23 MAY ST	3
057 C012001	PORTLAND WEST PLANNING COUNCIL INC	155 BRACKETT ST PORTLAND, ME 04102	21 MAY ST	2
057 C015001	LINSCOTT BRIAN K & MELISSA E LINSCOTT JTS	75 ADELBERT ST SOUTH PORTLAND, ME 04106	108 CLARK ST	3
057 C016001	CARPENTIER MARK C	21 WOODMONT ST PORTLAND, ME 04102	106 CLARK ST	3
057 C017001	DODGE CHARLES W H JR	104 CLARK ST PORTLAND, ME 04102	104 CLARK ST	3
057 C018001	EZ SPANISH IMMERSIONS LLC	19 ARNOLD RD FREEPORT, ME 04032	17 MAY ST	4
057 C019001	WIRTH CHRISTINE A	15 MAY ST PORTLAND, ME 04102	15 MAY ST	2
057 C023001	HAINS ROBERT C	250 HOLM AVE PORTLAND, ME 04102	7 MAY ST	1
057 C024001	241 DANFORTH STREET LLC	PO BOX 7225 PORTLAND, ME 04112	241 DANFORTH ST	5
057 C027001	CODMAN-PORTLAND ASSOC	175 FEDERAL ST SUITE 700 BOSTON, MA 02110	213 DANFORTH ST	30
057 C033001	MAIER LYDIA F & MERRITT T HEMINWAY	96 CLARK ST PORTLAND, ME 04102	96 CLARK ST	1
057 C034001	OSGOOD THOMAS H & DOROTHY H JTS	RR 4 BOX 38 LINCOLNVILLE, ME 04849	94 CLARK ST	3
057 C035001	SOMERO SCOTT J	13 ATLANTIC ST PORTLAND, ME 04101	92 CLARK ST	3
057 C05001A	ELLIOTT BRENT L & RUBY M ELLIOTT JTS	3 MAVERICK ST ROCKLAND, ME 04841	247 DANFORTH ST	1
057 C05001B	KELLAR MARGO L	3 MAY ST # 1B PORTLAND, ME 04102	247 DANFORTH ST	1
057 C05002A	HILL MARY C	3 MAY ST # 2A PORTLAND, ME 04102	247 DANFORTH ST	1
057 C05002B	GOODING THOMAS A	903 PROVIDENCE PL # 209 PROVIDENCE, RI 02903	247 DANFORTH ST	1
057 C05003A	JACKSON LAURA	969 RIVER RD DRESDEN, ME 04342	247 DANFORTH ST	1
057 C05003B	ENOS BEN S & AMY KELDER JTS	247 DANFORTH ST # 3B PORTLAND, ME 04102	247 DANFORTH ST	1
057 C051001	NCCS INC	36 STAPLEFORD DR FALMOUTH, ME 04105	11 MAY ST	1
057 D010001	PORTLAND HOUSING AUTHORITY	14 BAXTER BLVD PORTLAND, ME 04101	DERMOT CT	4
057 D015001	DERMOT COURT HOME OWNERS	144 STATE ST PORTLAND, ME 04102	1 DERMOT CT	1
057 D018001	WILDES HELEN LORRAINE	3 DERMOT CT PORTLAND, ME 04102	3 DERMOT CT	1
057 D017001	TURNER RICK A & BEATRICE A TURNER JTS	109 CLARK ST PORTLAND, ME 04102	109 CLARK ST	1
057 D018001	DANG THUU NGOC & NHUNG THI NGUYEN JTS	1 DERMOT CT PORTLAND, ME 04102	DERMOT CT	1
057 D019001	HOLLIS LEONARD P & JANICE E JTS	95 CLARK ST PORTLAND, ME 04102	95 CLARK ST	1
057 D020001	BUNKER KEVIN M & MICHAEL D BUNKER JTS	103 GRAY ST PORTLAND, ME 04103	103 GRAY ST	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
057 J008001	HORTON KRISTIN	21 BRIGGS ST PORTLAND, ME 04102	21 BRIGGS ST	3
057 J007001	KELLY CAROL	15 BRIGGS ST PORTLAND, ME 04102	17 BRIGGS ST	1
057 J009001	KELLY CAROL & KAREN GERAGHTY JTS	15 BRIGGS ST PORTLAND, ME 04102	2 DANFORTH PL	1
057 J010001	JADE JEFFREY L & LISA D JADE JTS	3 DANFORTH PL PORTLAND, ME 04102	3 DANFORTH PL	2
057 J011001	DAZET CHRISTOPHER & KATHLEEN CONWAY-DAZET JTS	66 CLARK ST PORTLAND, ME 04102	66 CLARK ST	1
057 J034001	195 CONGRESS STREET LLC	212 DANFORTH ST PORTLAND, ME 04102	212 DANFORTH ST	1
057 J035001	JADE JEFFREY L & LISA D JADE JTS	3 DANFORTH PL PORTLAND, ME 04102	DANFORTH PL	1
057 K001001	DANA LORIE G	208 DANFORTH ST PORTLAND, ME 04102	208 DANFORTH ST	3
057 K002001	HARPER ELAINE M	61 JEFFERSON ST SOUTH PORTLAND, ME 04106	206 DANFORTH ST	7
057 K003001	HAFFENREFFER RUDOLF IV	200 DANFORTH ST PORTLAND, ME 04102	200 DANFORTH ST	2

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
057 D021001	CARR JONATHAN R	555 CUMBERLAND AVE PORTLAND, ME 04101	105 CLARK ST	2
057 D022001	DERMOT COURT HOME OWNERS	144 STATE ST PORTLAND, ME 04102	93 CLARK ST	1
057 D023001	EDER SUZANNE E & JOHN EDER JTS	101 GRAY ST PORTLAND, ME 04102	101 GRAY ST	1
057 D027001	DERMOT COURT HOME OWNERS	144 STATE ST PORTLAND, ME 04102	101 CLARK ST	1
057 D030001	SMITH GORDON A	97 GRAY ST PORTLAND, ME 04102	97 GRAY ST	1
057 D031001	GRAY STREET LLC	4 MILK ST STE 103 PORTLAND, ME 04101	95 GRAY ST	3
057 D032001	EASTERN DEVELOPMENT @	91 GRAY ST PORTLAND, ME 04102	91 GRAY ST	2
057 D033001	CHRISTMAN FREDERICK J	87 GRAY ST PORTLAND, ME 04102	87 GRAY ST	3
057 D034001	PORTER J FREEMAN	15 BALLARD ST SOUTH PORTLAND, ME 04106	85 GRAY ST	2
057 D036001	RESNISKY EDWARD J JR	115 CLARK ST PORTLAND, ME 04102	115 CLARK ST	3
057 E001001	VANREENEN JO ANN & CHRISTOPHER HORTON JTS	100 GRAY ST PORTLAND, ME 04102	100 GRAY ST	2
057 E002001	CRANE CHARLES D	98 GRAY ST PORTLAND, ME 04102	98 GRAY ST	3
057 E003001	HOLMES-SMITH JULIET & S CAMPBELL BADGER JTS	96 GRAY ST PORTLAND, ME 04102	96 GRAY ST	1
057 E004001	KROVEL JESS T & SARAH L KETCHUM JTS	94 GRAY ST PORTLAND, ME 04102	94 GRAY ST	1
057 E005001	KOLBERT DANIEL M & LAURA L CIANCHETTE JTS	90 GRAY ST PORTLAND, ME 04102	90 GRAY ST	1
057 E006001	FOSTER MARC C	29 TAYLOR ST PORTLAND, ME 04102	90 BRACKETT ST	3
057 E007001	88 BRACKETT STREET LLC	31 LAWRENCE RD EDGECOMB, ME 04556	88 BRACKETT ST	5
057 E008001	WAGABAZA DAVID A	211 DANFORTH ST PORTLAND, ME 04102	211 DANFORTH ST	1
057 E009001	NICHOLOS PAULINE	207 DANFORTH ST PORTLAND, ME 04102	207 DANFORTH ST	1
057 E010001	NICHOLOS PAULINE	201 DANFORTH ST PORTLAND, ME 04102	201 DANFORTH ST	1
057 E011001	DOHERTY ROBERT J & JOANNE M JTS	193 DANFORTH ST PORTLAND, ME 04102	193 DANFORTH ST	1
057 E012001	KOPACK STANLEY M R KW VET	84 R BRACKETT ST PORTLAND, ME 04102	84 BRACKETT ST	1
057 E014001	FOLEY MARGARET M	82 BRACKETT ST PORTLAND, ME 04102	82 BRACKETT ST	2
057 I001001	CODMAN-PORTLAND ASSOC	175 FEDERAL ST SUITE 700 BOSTON, MA 02110	240 DANFORTH ST	67
057 J001001	RUSSO JOSEPH A & DONNA F JTS	21 DEEPWOOD DR PORTLAND, ME 04103	226 DANFORTH ST	3
057 J002001	RUSSO JOSEPH A	21 DEEPWOOD DR PORTLAND, ME 04103	25 BRIGGS ST	1
057 J003001	REDMAN MATTHEW P & JANEL I REDMAN JTS	222 DANFORTH ST PORTLAND, ME 04102	222 DANFORTH ST	2
057 J004001	BALDWIN ALLEN R III & JENNIFER M WILES JTS	218 DANFORTH ST PORTLAND, ME 04102	218 DANFORTH ST	2
057 J005001	PORTLAND WEST PLANNING COUNCIL INC	181 BRACKETT ST PORTLAND, ME 04102	214 DANFORTH ST	6



A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 100168		7. Loan Number
8. Mortgage Ins. Cese No.		

Settlement Statement

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals. POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

D. Name of Borrower:	John Daniel Lichtman, 216 Spring St, Portland, ME 04102	
E. Name of Seller:	Scott J. Somero, 13 Atlantic St, Portland, ME 04101	TIN: 018-54-6185
F. Name of Lender:	Northeast Bank, 500 Canal Street, Lewiston, ME 04240	
G. Property Location:	92 Clark Street, Portland, ME 04101	
H. Settlement Agent:	Bay Area Title Services LLC (207) 775-5900	TIN: 16-1733469
Place of Settlement:	66 Pearl Street ~ Suite 200, Portland, ME 04101	
I. Settlement Date:	4/2/2010	Proration Date: 4/2/2010

101. Contract sales price	275,000.00	401. Contract sales price	275,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	10,996.16	403.	
104. Holdback for improvements	2,200.00	404.	
105.		405.	
106. City/town taxes 4/2/2010 to 7/1/2010	1,367.83	406. City/town taxes 4/2/2010 to 7/1/2010	1,367.83
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower:	289,563.99	420. Gross Amount Due to Seller	276,367.83
201. Deposit or earnest money	3,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	270,019.00	502. Settlement charges to seller (line 1400)	14,521.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit with Lender	600.00	504. Payoff of first mortgage loan Wells Fargo #0071010	58,785.99
205.		505. Payoff of second mortgage loan	
206.		506. Water & Sewer Current #140260-02	184.22
207.		507. Water & Sewer FINAL ESTIMATE #140260-02	41.47
208.		508.	
209. Closing costs paid by Seller	5,000.00	509. Closing costs paid by Seller	5,000.00
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	276,619.00	520. Total Reduction Amount Due Seller:	78,532.68
301. Gross amount due from borrower (line 120)	289,563.99	601. Gross amount due to seller (line 420)	276,367.83
302. Less amount paid by/for borrower (line 220)	276,619.00	602. Less total reduction in amount due seller(line 520)	78,532.68
303. CASH (X)FROM ()TO BORROWER	10,944.99	603. CASH ()FROM (X)TO SELLER	197,835.15

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 8252 and/or Schedule D (Form 1040).

You are required by law to provide Bay Area Title Services LLC (207) 775-5900 with your correct taxpayer identification number. If you do not provide Bay Area Title Services LLC (207) 775-5900 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Scott J. Somero
 The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

				Paid From	Paid From
				Borrower's	Seller's
				Funds at	Funds at
				Settlement	Settlement
700.	Total Real Estate Broker Fees	based on : \$275,000.00 @ 5.0000% = \$13,750.00			
	Division of commission (line 700) as follows:				
701.	\$13,750.00	to Sullivan Multl			
702.					
703.	Commission paid at settlement \$13,750.00			0.00	13,750.00
704.					
801.	Our origination charge	(from GFE#1)	\$420.00		
	to Northeast Bank				
802.	Your credit or charge (points) for specific interest rate chosen	(from GFE#2)			
803.	Your adjusted origination charges	(from GFE A)		420.00	
804.	Appraisal fee	to Associated Appraisers (from GFE#3)		375.00	
805.	Credit report	to CBC Innovis (from GFE#3)		10.70	
806.	Tax service	(from GFE#3)			
807.	Flood certification	to First American Flood Data Services (from GFE#3)		15.50	
808.					
809.					
810.					
811.	Final Inspection	to Northeast Bank		150.00	
812.					
901.	Daily interest charges	04/02/10 to 05/01/10 at \$38.84000/day x 21 (from GFE#10)		1,126.31	
902.	Mortgage insurance premium	360 mo. Northeast Bank (from GFE#3)		4,644.06	
903.	Homeowner's insurance	1 year MetLife (from GFE#11) POCB 1056.00			
904.					
905.					
1001.	Initial deposit for your escrow account	(from GFE#9)		1,673.09	
1002.	Homeowner's insurance	3 mo. @ \$88.0000 per mo. \$264.00			
1003.	Mortgage insurance				
1004.	City property taxes	4 mo. @ \$462.2750 per mo. \$1,849.12			
1005.	County property taxes				
1006.	Annual Assessments (maint.)				
1007.					
1008.					
1009.	Aggregate Adjustment		(\$440.03)		
1101.	Title services and lender's title insurance	Bay Area Title (from GFE#4)		1,466.68	
1102.	Settlement or closing fee	to Bay Area Title \$695.00			
1103.	Owner's title insurance	to Stewart Title Guaranty Com (from GFE#5)		435.82	
1104.	Lender's title insurance	to Stewart Title Guaranty Com \$571.88			
1105.	Lender's title policy limit	\$270,019.00			
1106.	Owner's title policy limit	\$275,000.00			
1107.	Agent's portion of the total title insurance premium		\$705.25		
1108.	Underwriter's portion of the total title insurance premium		\$302.25		
1109.	Agent Name: Bay Area Title Services LLC				