

~~64-231~~
City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 11 Spring Street Portland Maine 04101		Owner: [Handwritten Name]		Phone: [Handwritten Number]		Permit No: 990856	
Owner Address: [Handwritten Address]		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: [Handwritten Name]		Address: [Handwritten Address]		Phone: [Handwritten Number]		Permit Issued: AUG 13 1999 CITY OF PORTLAND	
Past Use: [Handwritten Use]		Proposed Use: [Handwritten Use]		COST OF WORK: \$1,80		PERMIT FEE: \$36.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group A3 Type 5B <i>BOCA 90</i>	
Proposed Project Description: [Handwritten Description]				Signature: _____		Signature: <i>[Handwritten Signature]</i>	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zoning Approval:	
				Action: Approved <input type="checkbox"/>		Special Zone or Reviews:	
				Approved with Conditions: <input type="checkbox"/>		<input type="checkbox"/> Shoreland	
				Denied: <input type="checkbox"/>		<input type="checkbox"/> Wetland	
				Signature: _____		<input type="checkbox"/> Flood Zone	
				Date: _____		<input type="checkbox"/> Subdivision	
Permit Taken By: _____		Date Applied For: Aug. 6, 1999				<input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS:	DATE: Aug. 6, 1999	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

CEO DISTRICT 3

BUILDING PERMIT REPORT

DATE: 6 Aug 99 ADDRESS: 321 Spring St. CBL: 061-C-009
 REASON FOR PERMIT: Replace existing porch.
 BUILDING OWNER: Robert Savadone.
 PERMIT APPLICANT: Contractor Peter Darling
 USE GROUP R-3 CONSTRUCTION TYPE 5B

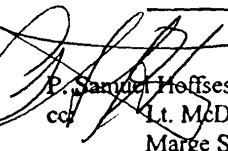
The City's Adopted Building Code (The BOCA National Building Code/1996 with City Amendments)
 The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, *2, *27, *32, *33
#31 #35
 Approved with the following conditions:

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- ~~2.~~ Before concrete for foundation is placed, approvals from the ~~Development Review Coordinator~~ and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- ~~11.~~ Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 36" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7) OK IF Historic Preservation OK'd.
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)

17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)
18. The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)
19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 &19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
 In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min.72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (the BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *Shall not increase the footprint of existing structure*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code 1996).
35. Shall meet all conditions required by The Historic Preservation Board as attached.
36. _____
37. _____
38. _____


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

PSII 7/24/99

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**


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

**Building or Use Permit Pre-Application
Additions/Alterations/Accessory Structures
To Detached Single Family Dwelling**

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

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

Location/Address of Construction: **321 SPRING ST.**

Tax Assessor's Chart, Block & Lot Number Chart# 061 Block# C Lot# 1009		Owner: ROBERT F. SAVADOVE	Telephone#: 772-7265 (W) 780-0148 (H)
Owner's Address: 321 SPRING ST.		Lessee/Buyer's Name (If Applicable)	Cost Of Work: \$1500.- Fee 360 \$60.-
Proposed Project Description: (Please be as specific as possible) REPLACE EXISTING PORCH WITH MINOR CHANGES			
Contractor's Name, Address & Telephone PETER DARLING 25 BIRCH RD. S. PORT. 04106 799-8725		Rec'd By: 	

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

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

You must Include the following with you application:

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

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and its distance from the lot's property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

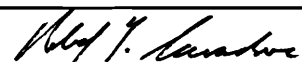
4) Building Plans (Sample Attached)

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

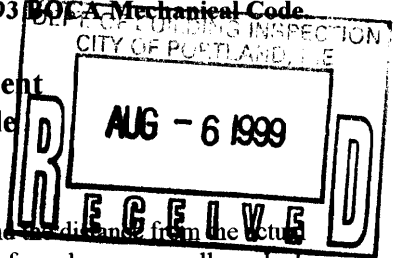
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such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

Certification

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

Signature of applicant: 	Date: AUG. 6, 1999
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Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.



Submission Requirements Residential Construction

When a property owner is proposing either a new structure or an addition, this office requires:

- A plot or site plan, showing the shape and dimensions of the entire lot, all existing and proposed structures on the lot and the distance that the structures are from all lot lines. For a new dwelling the plan must be prepared by a registered design professional. For dwelling additions, the plan can be prepared by the owner or agent. (See Figure 1)

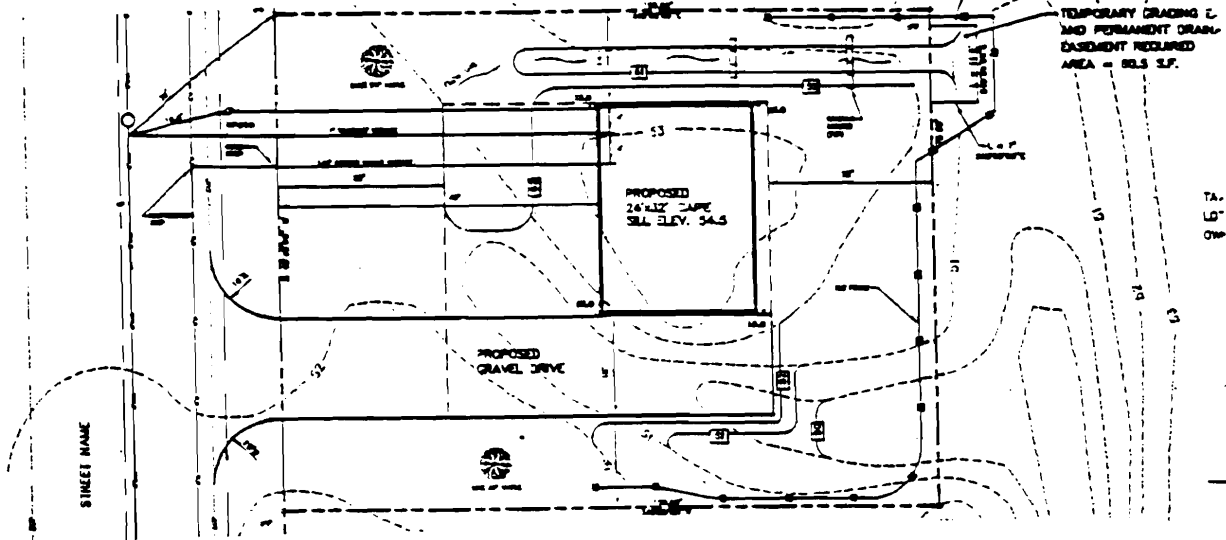


Figure 1. Typical Plot Plan

As can be seen, it is easy to establish the extent of compliance with the required setbacks and lot coverage.

- For new construction, structural alterations, or additions, plans showing structural details must be provided. Minimally they should include foundation plans, including drainage and support column spacing framing details, floor plans and a cross section. (See Figures 2, 3 & 4)

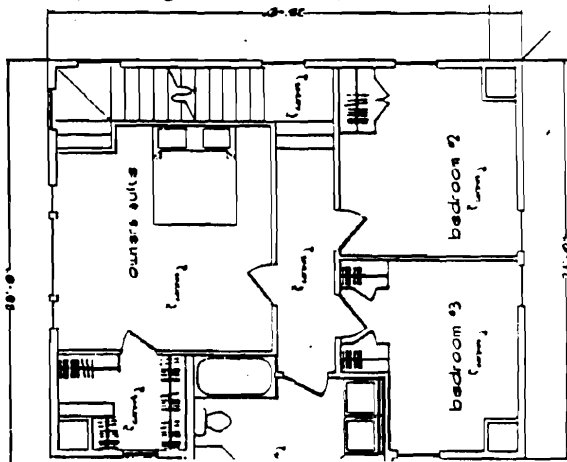


Figure 3. Typical Floor Plan

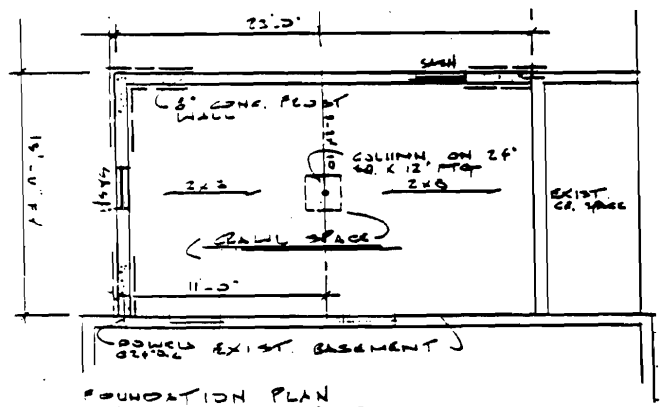


Figure 2. Typical Foundation Plan

CITY OF PORTLAND, MAINE
HISTORIC PRESERVATION COMMITTEE

Susan Wroth, Chair
Edward Hobler, Vice Chair
Camillo Breggia
Robert Parker
Rick Romano
Steve Sewall
Cordelia Pitman

July 26, 1999

MSK
7-29-99

Robert Savadove, MD
321 Spring Street
Portland, Maine 04102

Re: Front Porch Replacement

Dear Dr. Savadove:

On July 21, 1999, the City of Portland's Historic Preservation Committee voted 5 - 0 (Wroth, Sewall absent) to approve your application for a Certificate of Appropriateness. The approval is for the replacement of the existing front porch at 321 Spring Street.

The approval is subject to the following conditions:

- * That porch posts measure 5" x 5".
- * That a scotia molding be installed under post caps and stair treads
- * That balusters measure 1 1/2" x 1 1/2" (actual) and be spaced 4" on center.
- * That a vertical trim board be installed underneath the mid post. The width of the vertical board shall be at least as wide as the corresponding post
- * That the skirtboard measure 7 1/4"

Note: The Committee also approved a turned post top as an alternate to the post top shown in the application materials.

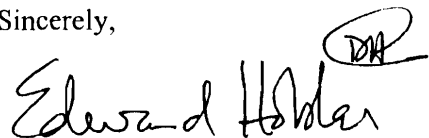
The Committee recommended that the applicant's contractor contact staff for pre-construction site visit to confirm specifications.

All improvements shall be carried out as shown on the plans and specifications submitted for the 7/21/99 meeting, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work which may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no

further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

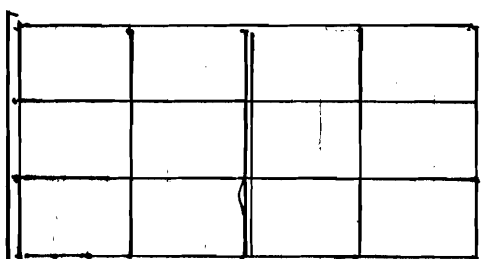
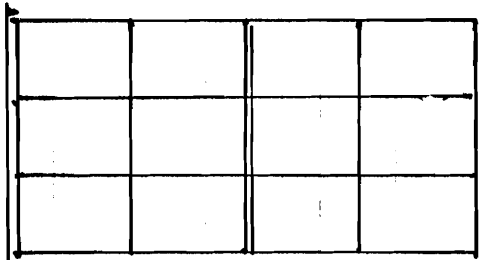
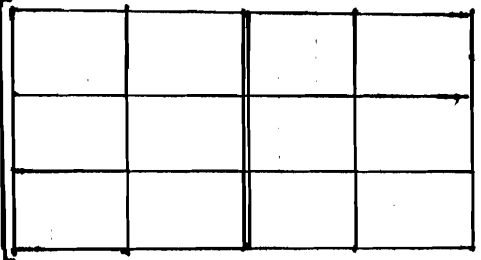
Sincerely,

A handwritten signature in black ink that reads "Edward Hobler". The signature is written in a cursive style. Above the signature, there is a small, circular stamp containing the initials "DA".

Edward Hobler, Vice Chair
Historic Preservation Committee

cc: Deborah Andrews, Senior Planner
Building Inspections

ROBERT F. SAVADOVE, M.D.
321 Spring Street
Portland, Maine 04102

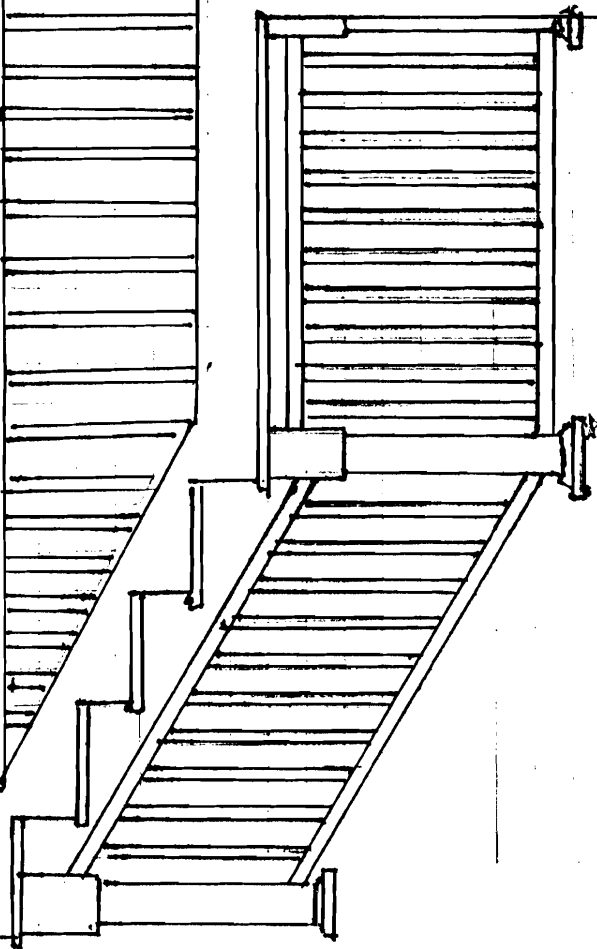


Guard 95'
Single Panel

Hand Rail height 32"
7 x 1 1/4" riser + step

Platform

Detail similar to Landmarks
Observer, Spring 1999



Not to scale Dr. Savadove - 321 Spring St., Portland

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ROBERT F. SAVADOVE, M.D.
321 Spring Street
Portland, Maine 04102



DIRECTIONS: SPRING ST. BETWEEN EMERY AND THOMAS STREET.

REMARKS:

HISTORIC 1840'S CAPE IN TIP-TOP CONDITION.
PROPERTY HAS MANY ORIGINAL FEATURES INCLUDING
WONDERFUL FIREPLACE IN DINING ROOM. UNUSUALLY
LARGE BACKYARD FOR THIS AREA AND EXCELLENT CONDI-
TION MAKES THIS HOME A UNIQUE OPPORTUNITY.

Cape, HistDis

Rooms	: 8	YearBuilt+/-	: 1840
Bdrms	: 3	LotSize+/-	: 0.097 Acres
Baths	: 1	RoadFrtg+/-	: 35
1/2Bath	: 0	Cars	: 0
3/4Bath	: 0	Garage	:
FloodZone	: N	Taxes	: \$2,261
Seasonal	: N	TaxYear	: 96-97
Surveyed	: N	TaxReduction	: N
Color	: TAN	SchoolDistrict	: PTL D
Glaag+/-	:	LotSize+/-	: 4266 SqFt

FEATURES:

Garage	:	Driveway	: Gravel
Exterior	: Clapbd	Foundation	: Stone Brick
Basement	: Full	Fnd.Size+/-	: 36X18+26X13
Roof	: Shngl	Sewerage	: Pub
Water	: Pub	Fuel	: Oil
Wtr Heater	: Gas	Electric	: CirBrkr
Heat Sys	: Ha	Construction	: WdFrm
Lot Desc.	: DeedRestriction		
Equipment	: Frig, Dishwasher, Gas Stove		
Amenities	: Eat-in-Kit, Skylight, Fireplace		

ROOM DIMENSIONS

(APPROXIMATE)

LivRm	:	Bedrm1	:
DinRm	:	Bedrm2	:
Kitchen	:	Bedrm3	:
Fam/Rec	:	Bedrm4	:
OtherRm	:	Bedrm5	:

LISTING INFORMATION

Broker#	: 1005	Map	: 61	Today	: 6/6/97
Lister Initials	: JAH	Block	: C	MLS#	: 900423
Zoning	: R-6	Lot	: 9	Status	: C
WaterBody	:	Book	: 4266	SoldDate	:
WaterFrtg+/-	:	Page	: 171	SoldPrice	:

ROOM LOCATIONS:

3rd Lvl :
2nd Lvl : MBdr, 2ndBdr, 3rdBdr
1st Lvl : LvRm, DnRm, Kit, OtherRm
Grd Lvl :

Subject to errors, omissions, prior sale, change or withdrawal without notice.

Submission Requirements Residential Construction

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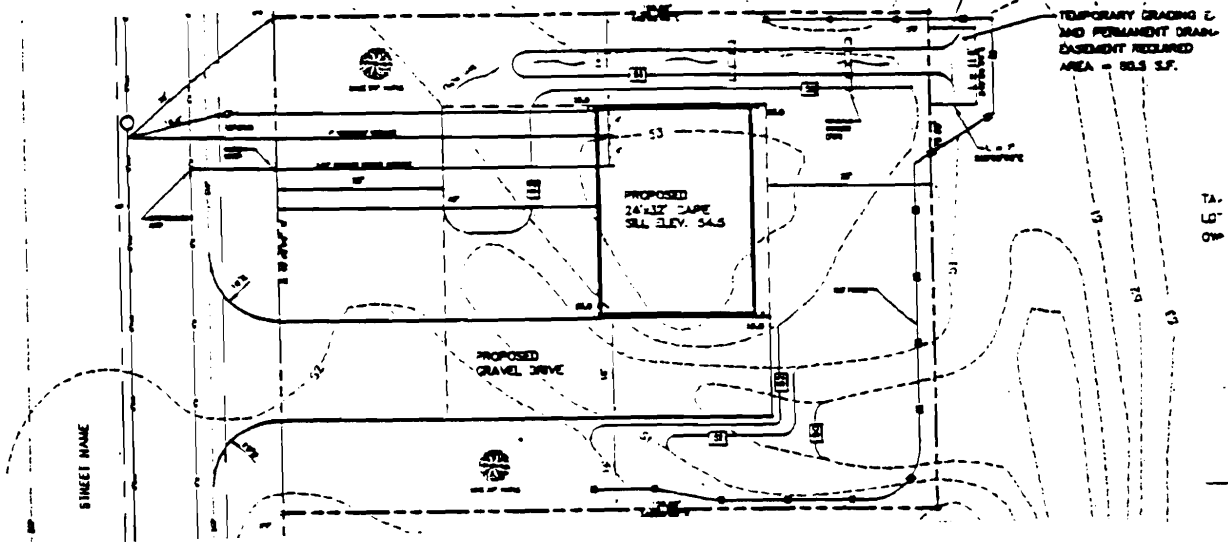


Figure 1. Typical Plot Plan

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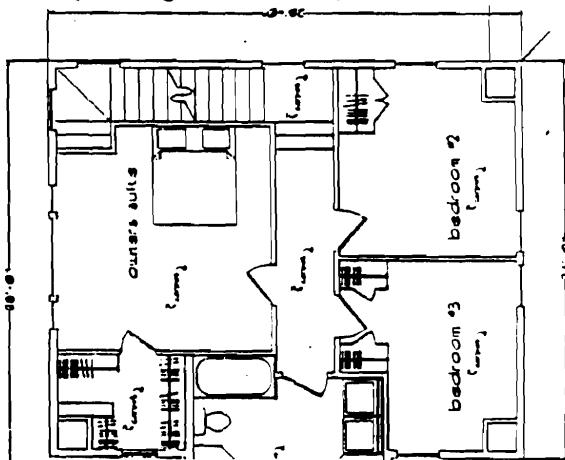


Figure 3. Typical Floor Plan

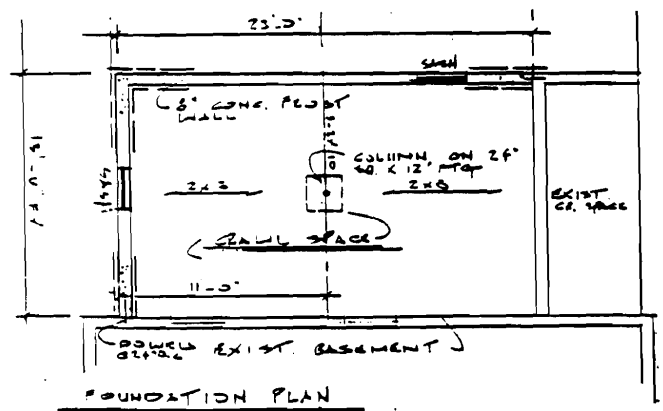
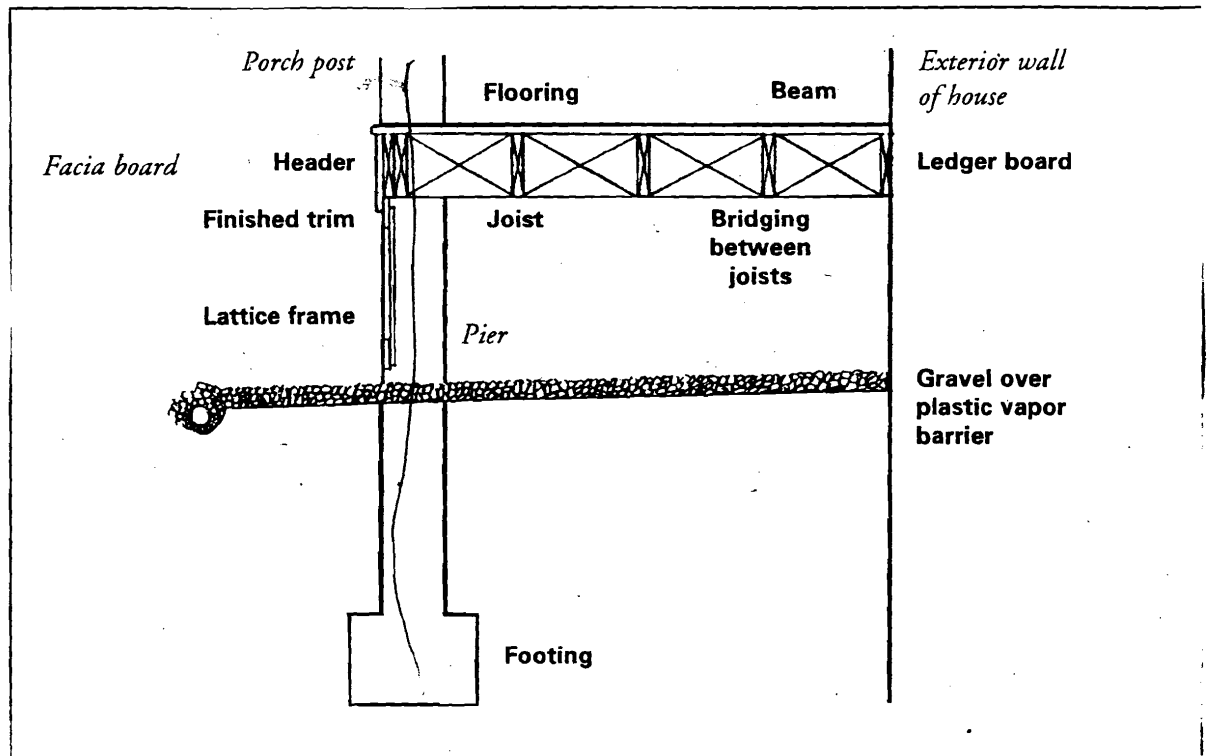


Figure 2. Typical Foundation Plan

ROBERT F. SAVADOVE, M.D.
321 Spring Street
Portland, Maine 04102



WARRANTY DEED

ROBERT F. SAVADOVE, M.D.
321 Spring Street
Portland, Maine 04102

I, **Dianne F. Sadoff**

of 321 Spring Street, Portland, Maine 04102, for consideration paid, grant to

Robert F. Savadove

of 357 Spring Street, Portland, ME 04102, with WARRANTY COVENANTS, the following described land in Portland, County of Cumberland, and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

WITNESS my/our hand(s) and seal(s) this 29th day of July, 1997.

Dianne F. Sadoff

State of Maine,
County of Cumberland,

Personally appeared before me Dianne F. Sadoff and acknowledged the foregoing instrument to be his/her/their free act and deed..

Richard J. Abbondanza, Attorney at Law
My commission expires:

10528MPD

Exhibit A

A certain lot or parcel of land with the buildings thereon situated in the City of Portland, County of Cumberland and State of Maine, on the Northwesterly side of Spring Street, number 321, and bounded and described as follows:

Beginning at the southwesterly corner of land formerly owned by Horace P. Storer and line of said Spring Street; thence Northwesterly by the line of said Storer's land one hundred twenty four (124) feet, more or less, to land now or formerly of James O. Dobson; thence southwesterly by the line of said Dobson's land thirty five (35) feet on a line parallel to the aforesaid first line to said Spring Street; thence northeasterly by the line of said Spring Street thirty five (35) feet to the point of beginning.

Being the same premises conveyed to the Grantor herein by Warranty Deed of James V. Oliver and Gloria A. Oliver dated June 9, 1995 and recorded in the said Registry of Deeds in Book 11955, Page 327.

CONTRACT FOR THE SALE OF REAL ESTATE

Dated June 9, 1997

RECEIVED of **Robert Savadove of Portland, ME** hereinafter called the Purchaser, the sum of **(\$5,000.00)** as earnest money and in part payment on account of the purchase price of the real estate at **321 Spring Street** in the town/city of **Portland** in the County of **Cumberland**, State of Maine, and as recorded in the Registry of Deeds Book **11955** Page **327**, currently owned by **Dianne Sadoff** and described as follows:

Single family wood frame home on 4,266+/- of land.

The following items to be included in the sale: All existing storm windows and screens, shades and/or blinds, shutters, curtain rods, electrical fixtures and **existing stove, refrigerator, dishwasher.**

The TOTAL purchase price being **(\$153,000.00)**

One hundred fifty three thousand and 00/100***** DOLLARS

Payment to be made as follows: \$5,000.00 with this offer and balance at closing in certified funds.

Said earnest money is received and held by the Broker (named below), subject to the following conditions:

1. That **Century 21 Balfour** (the Broker), shall hold said earnest money and act as escrow agent until transfer of title. Seller's acceptance shall be given on or before **June 10, 1997**, and in the event of the Seller's non-acceptance, this earnest money shall be promptly returned to the Purchaser.
2. That a good and sufficient deed showing marketable title shall be delivered to the Purchaser, and it is agreed that this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase ~~within~~ on or before **July 28, 1997**, ~~days from the Effective Date of this Contract~~. Should the title prove defective, however, then the Seller shall have a reasonable time after due notice of such defect or defects to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, after such time, the defect or defects are not corrected so that there is a marketable title, then the Purchaser may at their option withdraw said earnest money and be relieved from all obligations hereunder.
3. 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 and shall be subject to applicable building and land use laws and regulations.
4. That full possession shall be given **IMMEDIATELY** upon transfer of title, unless otherwise agreed to in writing by both Purchaser and Seller.
5. The following items shall be pro-rated as of transfer of title: Real estate taxes for the fiscal year in the town of **Portland**. Seller is responsible for any unpaid taxes for prior years. Electricity yes no ; Fuel yes no ; Water yes no ; Sewer yes no ; Rents yes no ; Assoc. Fees yes no ; Other Yes No
6. Purchaser and seller will each pay their transfer tax as required by the State of Maine.
7. The risk of loss or damage to said premises by fire or otherwise, until transfer of title is assumed by the Seller. The above described property is to be delivered in substantially the same condition as of the date of this contract reasonable wear and tear excepted unless otherwise stated. Property is to be in broom swept condition.
8. This contract is subject to an approved **N/A** mortgage loan of **N/A**% of the purchase price, at an interest rate not to exceed **N/A**% and amortized over a period of not less than **N/A** years.
 - a) The Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within seven (7) days of the Effective Date of this contract. The Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this contract.
 - b) This contract is subject to a written statement from the lender within fifteen (15) days of the Effective Date indicating that the Purchaser has made application and that based upon the information given and subject to verification, is qualified for the loan requested. Final approval shall be obtained within **N/A** days of the Effective Date of this contract. If either of these loan approvals is not obtained within said time periods, this contract shall be null and void and the earnest money shall be promptly returned to the Purchaser.
9. The Seller agrees to pay up to **zero** points, which may be required by the lender for the above requested mortgage.
10. The Purchaser is encouraged to seek information from professionals regarding any specific issue or concern. It is recommended that the Purchaser have the following inspections: This contract is subject to the following inspections with results being satisfactory to the Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days of effective date
b. Sewerage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within days of effective date
c. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within days of effective date
d. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within days of effective date
e. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within days of effective date
f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within days of effective date
g. Furnace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days of effective date
h. Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days of effective date
i. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within days of effective date

All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection is unsatisfactory to the Purchaser, he may, by notifying the Seller in writing within the specified number of days, declare this contract null and void and any earnest money shall be returned to the Purchaser. If Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser with respect to that inspection. In the absence of the inspections listed above, the Purchaser is relying completely upon his own opinion as to the condition of the property.

ROBERT F. SAVADOVE, M.D.
321 Spring Street
Portland, Maine 04102

11. If the water supply to the premises is private, Seller(s), at their expense, will supply a recent satisfactory New Water Supply test conforming to the requirements of the State Bureau of Health and/or lending institution within N/A days of the Effective Date of this contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to the Purchaser. If the results are unacceptable, the purchaser may, by notifying the Seller in writing within three (3) days after receiving the test results, declare this contract null and void and the earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that the water test results are unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser.
12. The Purchaser acknowledges receipt of Seller's written disclosures regarding: Water Source yes no ; Sewerage Disposal yes no ; Insulation yes no ; Hazardous Waste yes no ; Other yes no . If any of the above items is marked "NO", this contract is subject to the Purchaser receiving and approving that information within five (5) days of the Effective Date of this contract.
13. If the Purchaser fails to make either of the payments, or any part thereof, or to perform any of the covenants made or entered into, this contract, at the option of the Seller, shall be terminated and the Purchaser shall forfeit said earnest money and the same shall be retained by the Seller as liquidated damages. In the event of default by either party, the escrow agent will not return the earnest money to the Purchaser or Seller without written releases from both parties.
14. Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
15. This contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
16. AGENCY DISCLOSURE: That Buyer and Seller acknowledge the following agency relationships:

John Hatcher, Listing Agent, and Century 21 Balfour, Company, represent Seller exclusively; Seller and Buyer

John Hatcher, Selling Agent, and Century 21 Balfour, Company, represent Buyer exclusively; Seller exclusively; Buyer and Seller
17. This contract completely expresses the obligation of the parties and this contract is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not contained in this contract made by the other or on their behalf.
18. 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.
19. Withholding: Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sales proceeds unless Seller certifies residency in Maine at the time of closing, or is otherwise exempt from this provision.
20. ~~This contract is subject to a written release of the funds used to purchase this property by Maureen Savadove. Such release shall be on or before June 13, 1997 or this contract shall become null and void and all earnest money shall be returned to the purchaser.~~

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6/12/97

Addendum attached

WHEN FULLY EXECUTED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY. A COPY OF THE CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

I/We hereby agree to purchase the above described property at the price and upon the terms and conditions set forth.

Witness	Date	Purchaser	Soc. Sec. #
		<i>Maureen Savadove</i>	139-24-1126
Witness	Date	Purchaser	Soc. Sec. #

I/We hereby accept the offer and agree to deliver the above described property at the price and upon the terms and conditions above stated. I/We further agree to pay the Broker as commission for his services 7 percent of the purchase price. I/We hereby direct the fiduciary handling the transfer of title to pay broker the above amount, in full, immediately upon transfer of title. In the event said earnest money is forfeited by the Purchaser, one-half thereof shall go to the broker and the remainder to me/us, provided, however, that the Broker's portion shall not exceed the full amount of the commission specified.

Witness	Date	Seller	Soc. Sec. #
		<i>Diana Salo</i>	071-38-1571
Witness	Date	Seller	Soc. Sec. #

Listing Agent _____ Selling Agent _____
 Effective Date (Final Acceptance Date) _____
 Offer reviewed and refused _____

The time for the performance of this contract is extended until JULY 29, 1997 savadove
 Witness our hands this 26 day of JULY, 1997

Purchaser	Seller
<i>Maureen Savadove</i>	

SITE PLAN
321 SPRING ST. - REPLACE PORCH

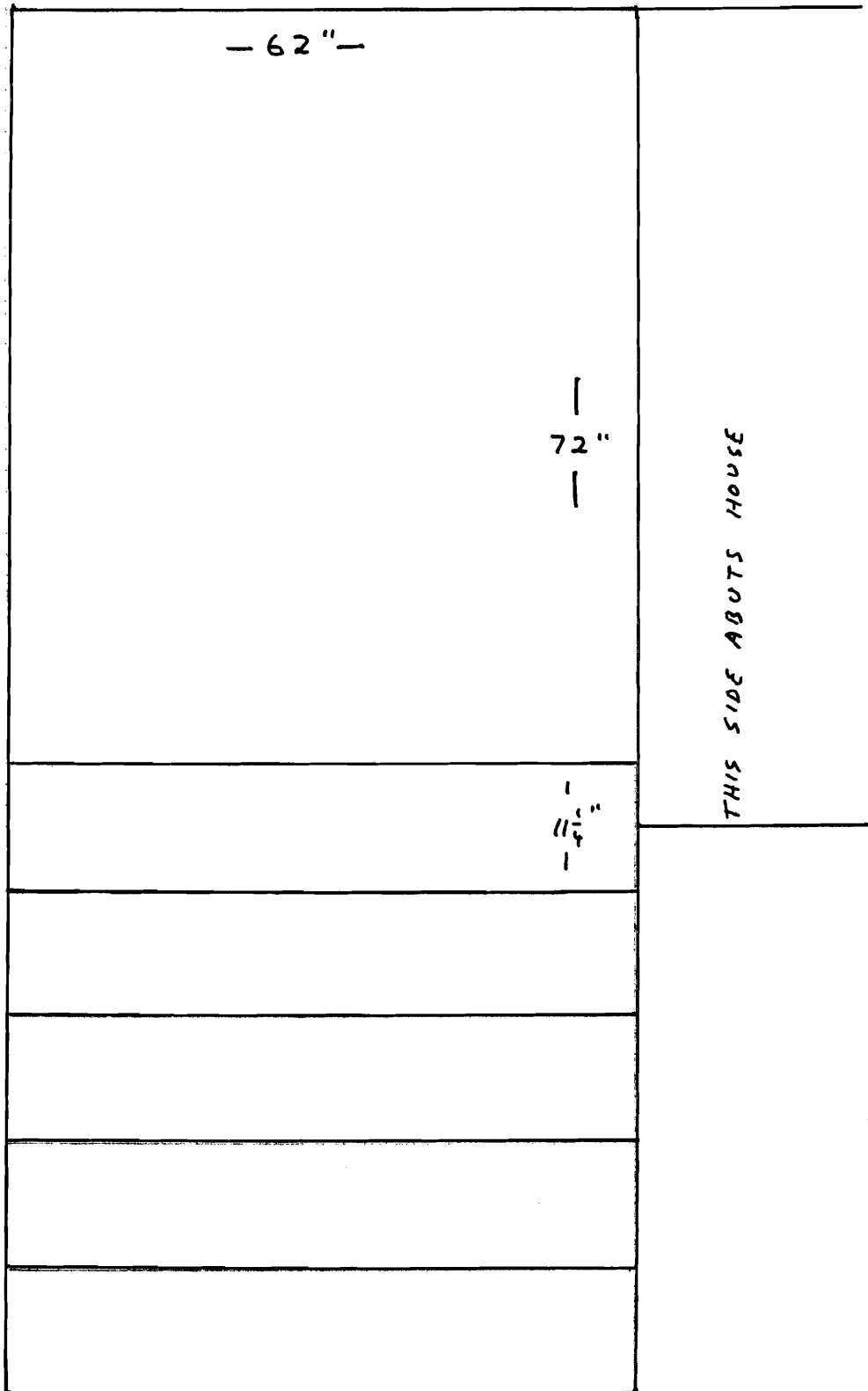
NO EXPANSION TO STRUCTURE

UNDERPINNINGS: ATTACHED ILLUSTRATION

ALL WOOD

ROBERT F. SAVADOVE, M.D.
321 Spring Street
Portland, Maine 04102

10 FEET TO
PROPERTY LINE



17 FEET TO STREET

RS