

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that Sean Mewshaw & Desiree Van Till

Located At 19 THOMAS ST

Job ID: 2011-06-1495-ALTR

CBL: 062 - - F - 010 - 001 - - - -

has permission for interior renovations – kitchen remodel & addition of ½ bath.

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

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

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

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

06/30/2011

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

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-06-1495-ALTR	Date Applied: 6/22/2011	CBL: 062 - F - 010 - 001 - - - -	
Location of Construction: 19 THOMAS ST	Owner Name: Sean Mewshaw & Desiree Van Til	Owner Address: 19 THOMAS ST PORTLAND, ME 04102	Phone: 323-356-9959
Business Name:	Contractor Name: Dan Kolbert, Kolbert Building	Contractor Address: 90 Gray ST., Portland, ME 04102	Phone: 207-799-8799
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: R-6
Past Use: Single family	Proposed Use: Single family – Interior renovations -remodel kitchen, add ½ bath – 1 st floor	Cost of Work: 49000.00	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> N/A Signature:	Inspection: Use Group: R3 Type: SB IRC, 2009 Signature:
Proposed Project Description: interior renovations		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		Zoning Approval	

<div>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</div> <div>2. Building Permits do not include plumbing, septic or electrical work.</div> <div>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</div>	<div>Special Zone or Reviews</div> <div><input type="checkbox"/> Shoreland</div> <div><input type="checkbox"/> Wetlands <i>all work w/in existing footprint</i></div> <div><input type="checkbox"/> Flood Zone</div> <div><input type="checkbox"/> Subdivision</div> <div><input type="checkbox"/> Site Plan</div> <div><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</div> <div>Date: <i>OK w/ addition 6/27/11 ASU</i></div>	<div>Zoning Appeal</div> <div><input type="checkbox"/> Variance</div> <div><input type="checkbox"/> Miscellaneous</div> <div><input type="checkbox"/> Conditional Use</div> <div><input type="checkbox"/> Interpretation</div> <div><input type="checkbox"/> Approved</div> <div><input type="checkbox"/> Denied</div> <div>Date:</div>	<div>Historic Preservation</div> <div><input type="checkbox"/> Not in Dist or Landmark</div> <div><input type="checkbox"/> Does not Require Review</div> <div><input type="checkbox"/> Requires Review</div> <div><input type="checkbox"/> Approved</div> <div><input type="checkbox"/> Approved w/Conditions</div> <div><input type="checkbox"/> Denied</div> <div>Date: <i>Any exterior work require a separate review</i></div>
	<div>CERTIFICATION</div> <div><i>I approve this historic preservation</i></div>		

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

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

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: buildinginspections@portlandmaine.gov

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

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

1. Close-In: (Electrical, Plumbing, Framing)

2. Final Inspection

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

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



PORTLAND MAINE

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

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-06-1495-ALTR

Located At: 19 THOMAS

CBL: 062 - - F - 010 - 001 - - - -

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within a Historic District.
3. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
4. This permit is being issued with the condition that all the work will take place within the existing footprint.

Building

1. Window sills in locations more than 72 inches from finished grade shall be a minimum of 24 inches above the finished floor of the room, unless a window fall prevention devices is installed in accordance with section R612.3.
2. Hardwired photoelectric interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level. A field inspection will verify your current smoke detector arraignment and the City's minimal code requirements.
3. **R407.3 Structural requirements.** The columns shall be restrained to prevent lateral displacement at the bottom end. Steel columns shall not be less than 3-inch-diameter Schedule 40 pipe manufactured in accordance with ASTM A 53 Grade B or *approved* equivalent.
4. Submit engineered beam specification to this office. *Note: solid blocking and number of jack stud(s) schedule per IRC, 2009.*
5. Mechanical or natural ventilation required in the bathroom.



L DOBSON@PORTLANDMAINE.GOV

2011-06-1495

R16

historic



General Building Permit Application

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

Location/Address of Construction: <u>19 THOMAS ST. PORTLAND ME 04102</u>			
Total Square Footage of Proposed Structure/Area <u>2779</u>		Square Footage of Lot	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart# <u>61A</u> Block# <u>F</u> Lot# <u>10</u>		Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>SEAN MEWSHAW</u> Address <u>19 THOMAS ST</u> City, State & Zip <u>PORTLAND, ME 04102</u>	
Telephone: <u>323.356.9959</u>			
Lessee/DBA (If Applicable) RECEIVED JUN 22 2011		Owner (if different from Applicant) Name Address City, State & Zip	
Cost Of Work: \$ <u>48,750</u>		C of O Fee: \$ Total Fee: \$ <u>510.00</u>	
<p>Dept. of Building Inspections City of Portland Maine</p> <p>Current legal use (i.e. single family) <u>SINGLE FAMILY</u> Number of Residential Units <u>1</u></p> <p>If vacant, what was the previous use? _____</p> <p>Proposed Specific use: _____</p> <p>Is property part of a subdivision? <u>NO</u> If yes, please name _____</p> <p>Project description: <u>KITCHEN REMODEL WITH FLOORPLAN CHANGES. ADDITION OF 1/2 BATH ON GROUND FLOOR. NO SQFOOTAGE INCREASE.</u> <u>ALL WORK WITHIN EXISTING FOOTPRINT.</u></p>			
Contractor's name: <u>DAN KOLBERT, KOLBERT BUILDING</u>			
Address: <u>90 GRAY ST PORTLAND ME 04102</u>			
City, State & Zip: _____		Telephone: <u>207.799.8799</u>	
Who should we contact when the permit is ready: <u>SEAN MEWSHAW</u>		Telephone: <u>323.671.5325</u>	
Mailing address: <u>48 PLEASANT ST SUITE 7 PORTLAND ME 04102</u>		Telephone: <u>323.356.9959</u>	

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

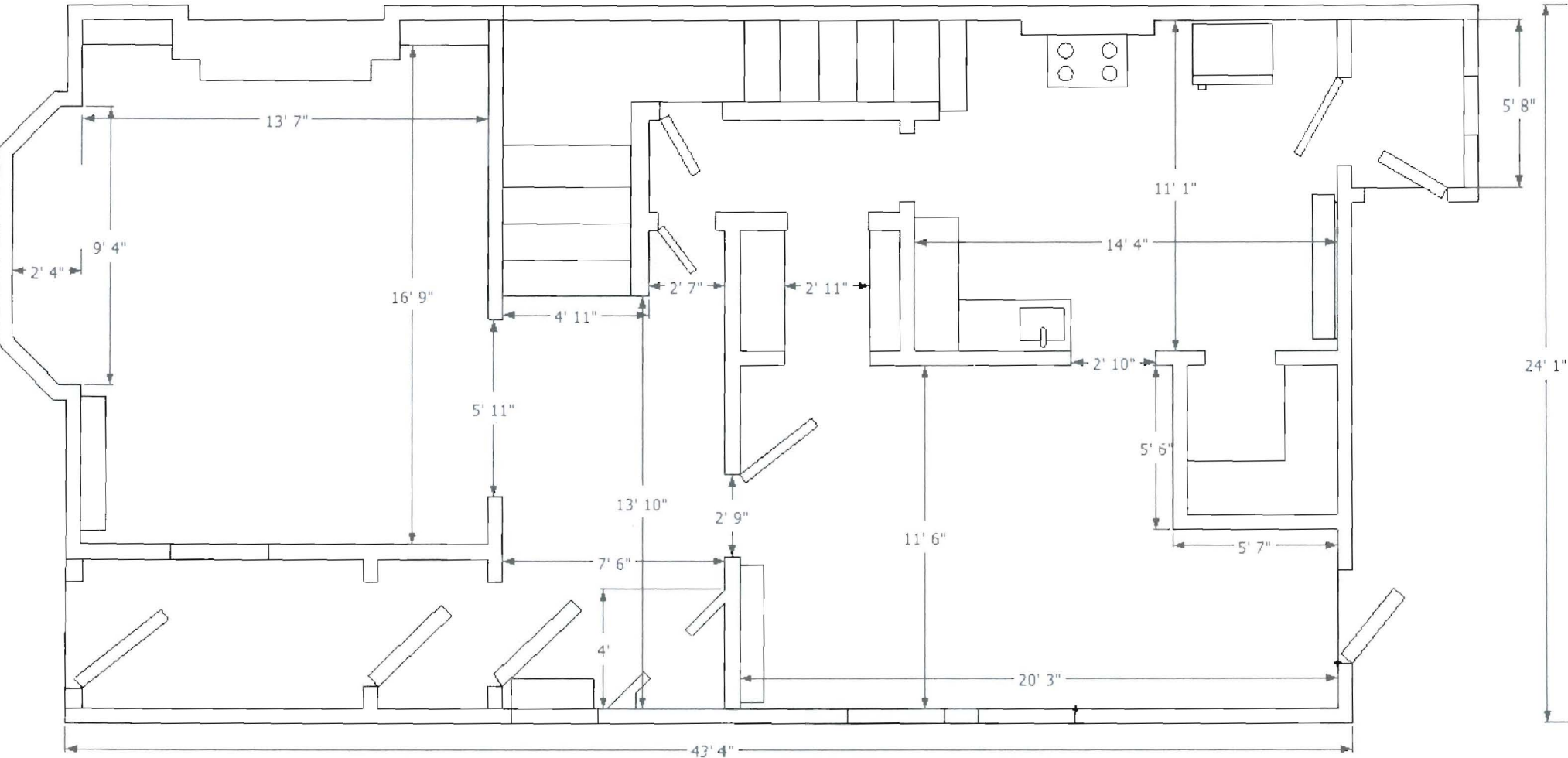
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

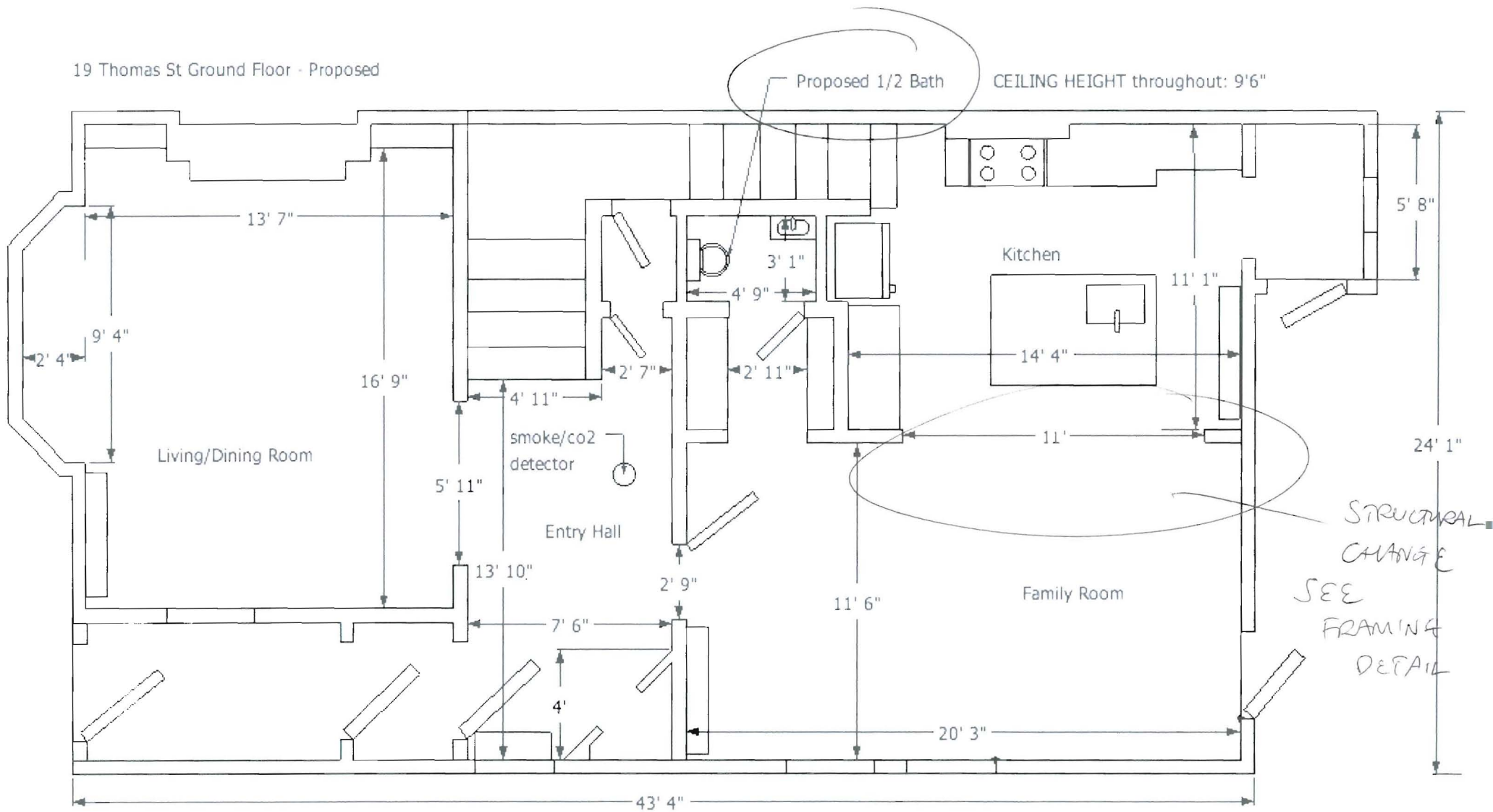
Signature: Sean MewshawDate: JUNE 22, 2011

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

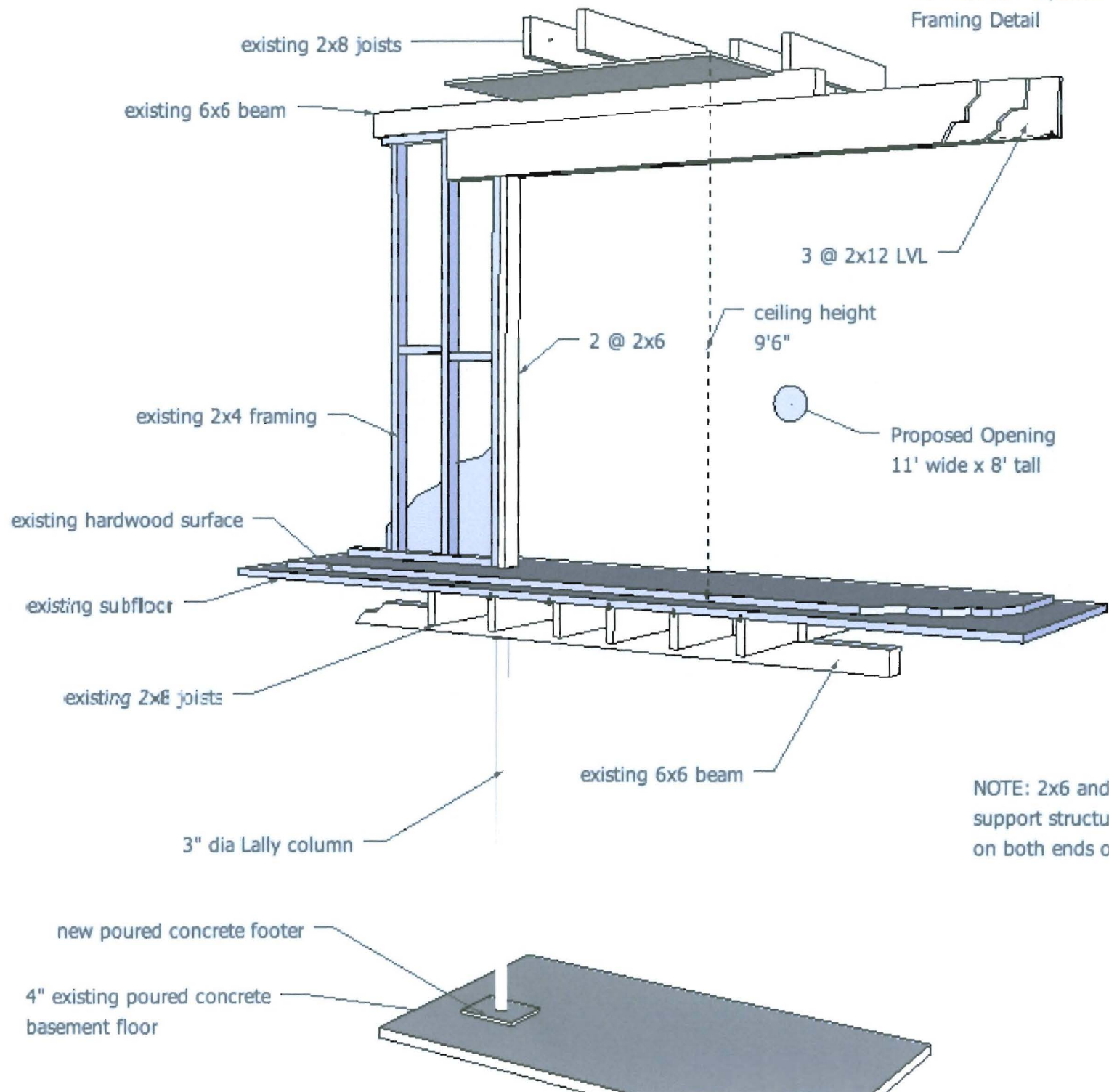
19 Thomas St Ground Floor - Existing



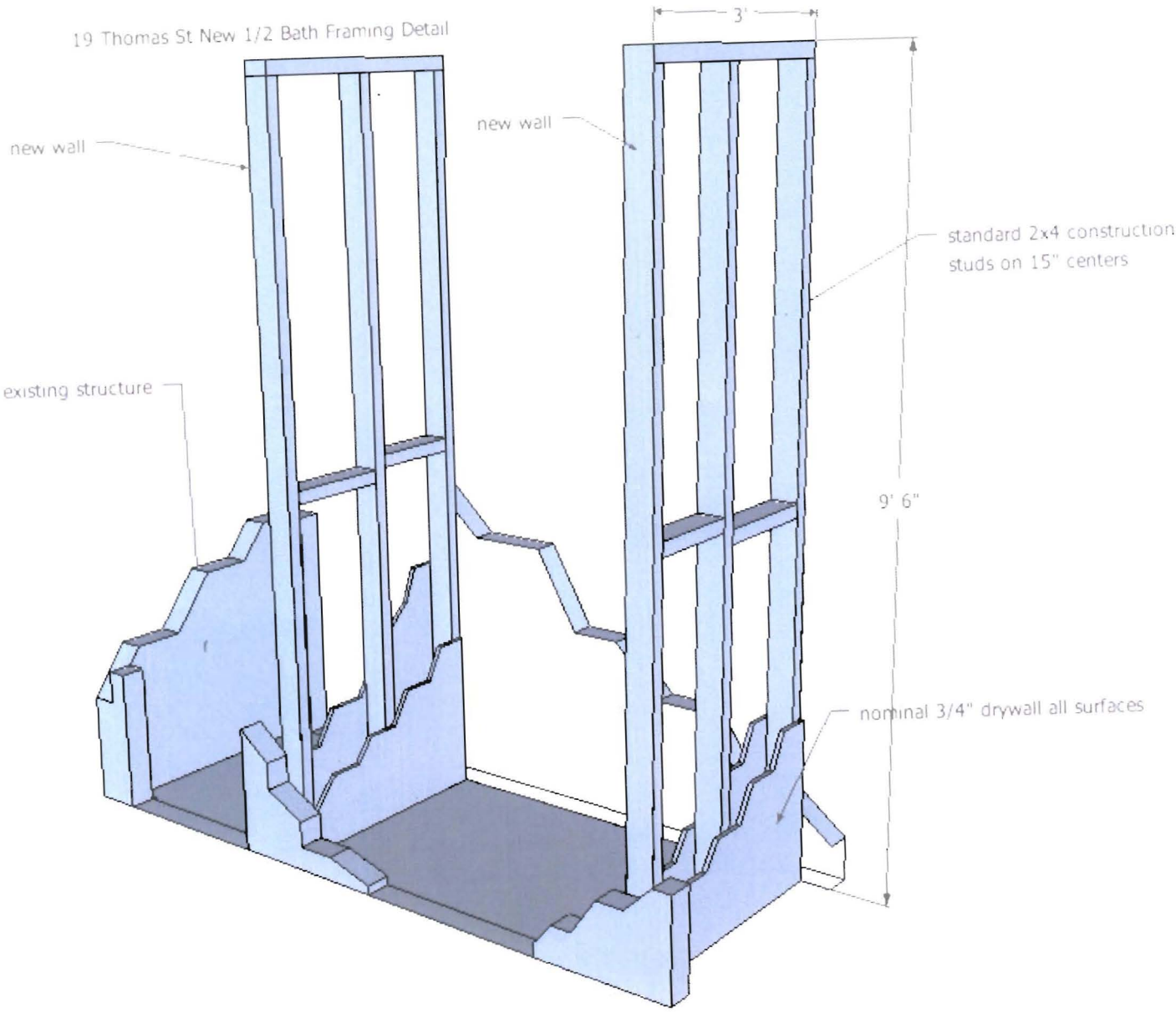
19 Thomas St Ground Floor - Proposed



19 Thomas Proposed Wall Opening
Framing Detail



19 Thomas St New 1/2 Bath Framing Detail



PURCHASE AND SALE AGREEMENT

Offer Date March 15, 2011

Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Sean Mewshaw, Desiree Van Til ("Buyer") and Susan C. Wroth ("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 19 Thomas Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 12549, Page(s) 234.

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: No Exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: No Exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on March 13, 2011 are included with the sale at no additional cost, in "as is" condition with no warranties: Refrigerator, Gas Range, Dishwasher, Disposal

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 460,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 1 days of the Offer Date, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000.00 will be delivered after completion of satisfactory inspections. 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: Town and Shore Associates LLC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 16, 2011 (date) 5:00pm ☐ 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 April 16, 2011 (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.

11. **FUEL/UTILITIES/PRORATIONS:** Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that 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) None. 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	TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED
					TO SELLER						TO SELLER
a. General Building	<input checked="" type="checkbox"/>				Within 10 days	l. Mold		<input checked="" type="checkbox"/>			Within days
b. Sewage Disposal		<input checked="" type="checkbox"/>			Within days	m. Lead Paint		<input checked="" type="checkbox"/>			Within days
c. Coastal shoreland septic		<input checked="" type="checkbox"/>			Within days	n. Arsenic Treated Wood		<input checked="" type="checkbox"/>			Within days
d. Water Quality		<input checked="" type="checkbox"/>			Within days	o. Pests		<input checked="" type="checkbox"/>			Within days
(including but not limited to radon, arsenic, lead, etc.)						p. Code Conformance	<input checked="" type="checkbox"/>				Within 10 days
e. Water Quantity		<input checked="" type="checkbox"/>			Within days	q. Insurance	<input checked="" type="checkbox"/>				Within 10 days
f. Air Quality	<input checked="" type="checkbox"/>				Within 10 days	r. Environmental Scan		<input checked="" type="checkbox"/>			Within days
(including but not limited to asbestos, radon, etc.)						s. Lot size/acreage		<input checked="" type="checkbox"/>			Within days
g. Square Footage		<input checked="" type="checkbox"/>			Within days	t. Survey/MLI		<input checked="" type="checkbox"/>			Within days
h. Pool		<input checked="" type="checkbox"/>			Within days	u. Zoning	<input checked="" type="checkbox"/>				Within 10 days
i. Energy Audit		<input checked="" type="checkbox"/>			Within days	v. Habitat Review/Waterfowl		<input checked="" type="checkbox"/>			Within days
j. Chimney	<input checked="" type="checkbox"/>				Within 10 days	w. Flood Plain	<input checked="" type="checkbox"/>				Within 10 days
k. Smoke/CO detectors	<input checked="" type="checkbox"/>				Within 10 days	x. Other <u>Appraisal</u>	<input checked="" type="checkbox"/>				Within 21 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 _____ 0.00

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

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

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

Tish Whipple (001972) of Town & Shore Associates (1067)
Licensee MLS ID Agency MLS ID
is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Trevor Coyne/Joseph Piergrossi (013395) of Keller Williams Realty (1895)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☒ Buyer Agent ☐ 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 regarding arsenic in private water supplies and arsenic in treated wood.

17. 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

18. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

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 with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

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

23. 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.

24. EFFECTIVE DATE: 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 observed Maine State/Federal holidays. 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.

26. OTHER CONDITIONS: See attached Addendum 1.

27. GENERAL PROVISIONS:

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

28. ADDENDA: Lead Paint - ☒ Yes ☐ No , Other - ☒ Yes ☐ No

Explain: Addendum 1

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

Buyer's Mailing address is 48 Pleasant Street #7, Portland, ME 04101

BUYER _____ DATE _____
Sean Mewshaw

BUYER _____ DATE _____
Desiree Van Til

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

SELLER **Susan C. Wroth** _____ DATE _____

SELLER _____ DATE _____

COUNTER-OFFER

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

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

SELLER _____ DATE _____

SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____

BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____



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EXCLUSIVE BUYER REPRESENTATION AGREEMENT

AGENCY: Keller Williams Realty

DATE: March 14, 2011

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are Trevor Coyne and Joeseeph Piergrossi Jr

Assoc. Broker/ Sales Agent and holds a Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you. **Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s).** X Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement; Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. X Yes No

Sean Mewshaw, Desiree Van Til

(hereinafter "Buyer")

Buyer hereby retains Keller Williams Realty

(Agency)

on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on March 14, 2011 and will terminate on June 28, 2011, unless prior to termination date, the Buyer places a property under any type of contract, in which case this Agreement will terminate upon closing and/or transfer of title. This Agreement is specific to properties located in the following areas: Greater Portland.
2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the Buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or his designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
 - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
 - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - f. If new construction, retain sole and exclusive responsibility to evaluate the qualifications of the builder and determine if builder is satisfactory to Buyer's needs.

Page 1 of 2 - EBRA Buyer's Initials

Keller Williams Realty 50 Sewall Street, 2nd Floor Portland, ME 4102

Phone: (207)553-1365

Fax:

Trevor Coyne

mewshaw, Scan

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4. Compensation:

- a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or 3.000 % of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make the Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller, to Agency a commission of \$ _____ or 3.000 % of the purchase price, whichever is greater.
- d. If Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement within 6 months of its expiration, a commission will be due Agency unless Buyer in good faith has entered into a subsequent EXCLUSIVE BUYER REPRESENTATION AGREEMENT with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall terminate on September 16, 2011.
- e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
- f. Disclosure of Variable Compensation
☐ Yes ☒ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace
☐ Yes ☒ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
- g. Home Warranty: ☐ Yes ☒ No Referral Fee: The Licensee/Agency anticipates receiving the following compensation or other valuable consideration in return for referring a home warranty company to the parties in this transaction when the sale closes: \$ _____

5. Other Conditions:

- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
- b. All properties are acceptable at the sole and absolute discretion of Buyer.
- c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
- d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
- e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
- f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.

Additional Conditions: Agency commission percentage will adjusted to percentage offered in MLS.

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes ☒ No ☐

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

BUYER(S) _____

Sean Mewshaw

Desiree Van Til

Accepted by _____ on behalf of Keller Williams Realty

Trevor Coyne/Joseph Piergrossi AGENT

BUYER(S) Mailing Address: 48 Pleasant Street #7, Portland, ME 04101

BUYER(S) Phone Number(s): _____

BUYER(S) E-mail Address: _____ BUYER(S) Fax Number(s): _____



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mcwshaw, Sean

Addendum 1 to Agreement

Addendum to contract dated March 15, 2011

between Susan C. Wroth, (hereinafter "Seller")

and Sean Mewshaw, Desiree Van Til (hereinafter "Buyer")

property 19 Thomas Street, Portland,

This offer is subject to the property appraising at or above the contract price, if not, the buyer reserves the right to renegotiate or declare contract null and void and all earnest money will be returned to the buyer.

The seller shall have all necessary approvals in place to install driveway including but not limited to approvals from the city, Fire Dept. Historic Preservation, Portland Water District and maintenance agreement with abutter who will share use of driveway. Driveway construction completed prior to closing. If not, the buyer reserves the right to declare the contract null and void and all earnest money to be returned to buyer.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Buyer _____ Date _____
Sean Mewshaw

Seller _____ Date _____
Susan C. Wroth

Buyer _____ Date _____
Desiree Van Til

Seller _____ Date _____



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

Received from June 22 2011

Location of Work 19 Thomas St.

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: _____

Building (IL) ☒ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 062 F-10

Check #: Venue Total Collected \$ 510.00

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: [Signature]

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