



DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING

# PERMIT

This is to certify that REALTY CORP MMC

Located At 29 BRAMHALL

Job ID: 2011-01-202-CH OF USE

CBL: 063 - - A - 001 - 001 - - - -

has permission to change the use from office to a single family dwelling unit with a Home Occupation.

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 procured prior to occupancy.

**Fire Prevention Officer**

**Code Enforcement Officer / Plan Reviewer**

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

PERMIT ISSUED

JAN 19 2011

City of Portland

file://C:\Documents and Settings\jrioux\Local Settings\Temp\XPgrpwise\4D354CB9Portla... 1/18/2011

1. My business will generate an extra need for parking, approximately 25 hours per week. There is a large parking lot across the street, metered parking on

↓  
property is in a historic District & doesn't req to show any more parking RA what is present

Bramhall St. and both metered and non-metered parking on both Chadwick St. My proposed use will generate a significantly smaller parking requirement than that of the building's previous use.

g. No objectionable effects will result from my home occupation.

h. I will not require the services of any employees.

i. Additional traffic generation by my clients will be quite minimal, and within the norm for this property that borders a large commercial development. I hope some some of my clients will be from neighboring areas, necessitating only foot traffic.

j. No vehicle exceeding a gross vehicle weight of 6000# will be stored on the property in connection with the home occupation.

My home occupation will be a secondary use of my residence. The external activity level and impact will be negligible and keeping with the residential character of the neighborhood.

Thank you for your time and consideration.

Sincerely yours,

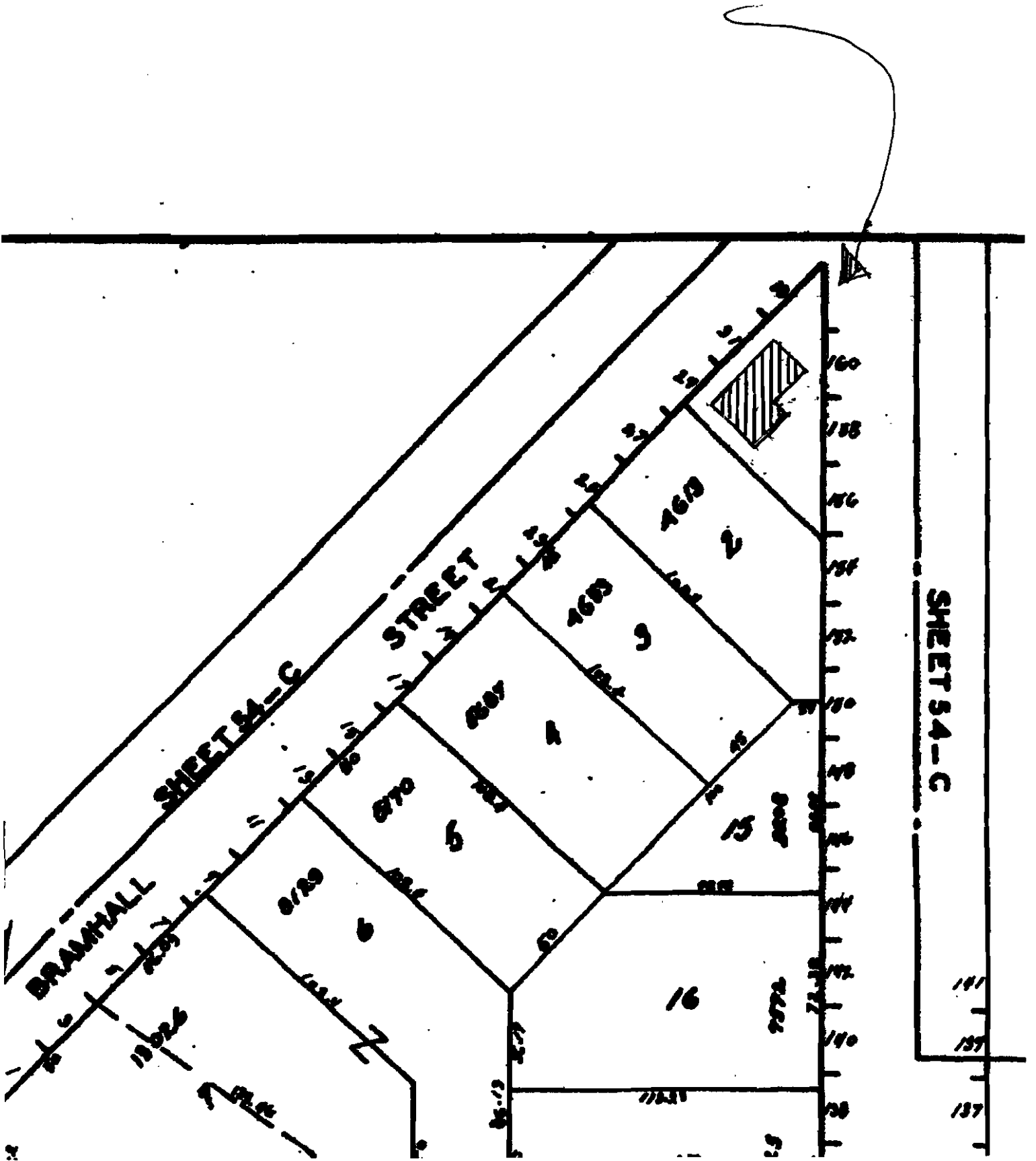


Anne Ginder Peters, LCSW  
25 Riverplace Dr. #2524  
So. Portland, ME 04106  
Phone: 207-799-0092

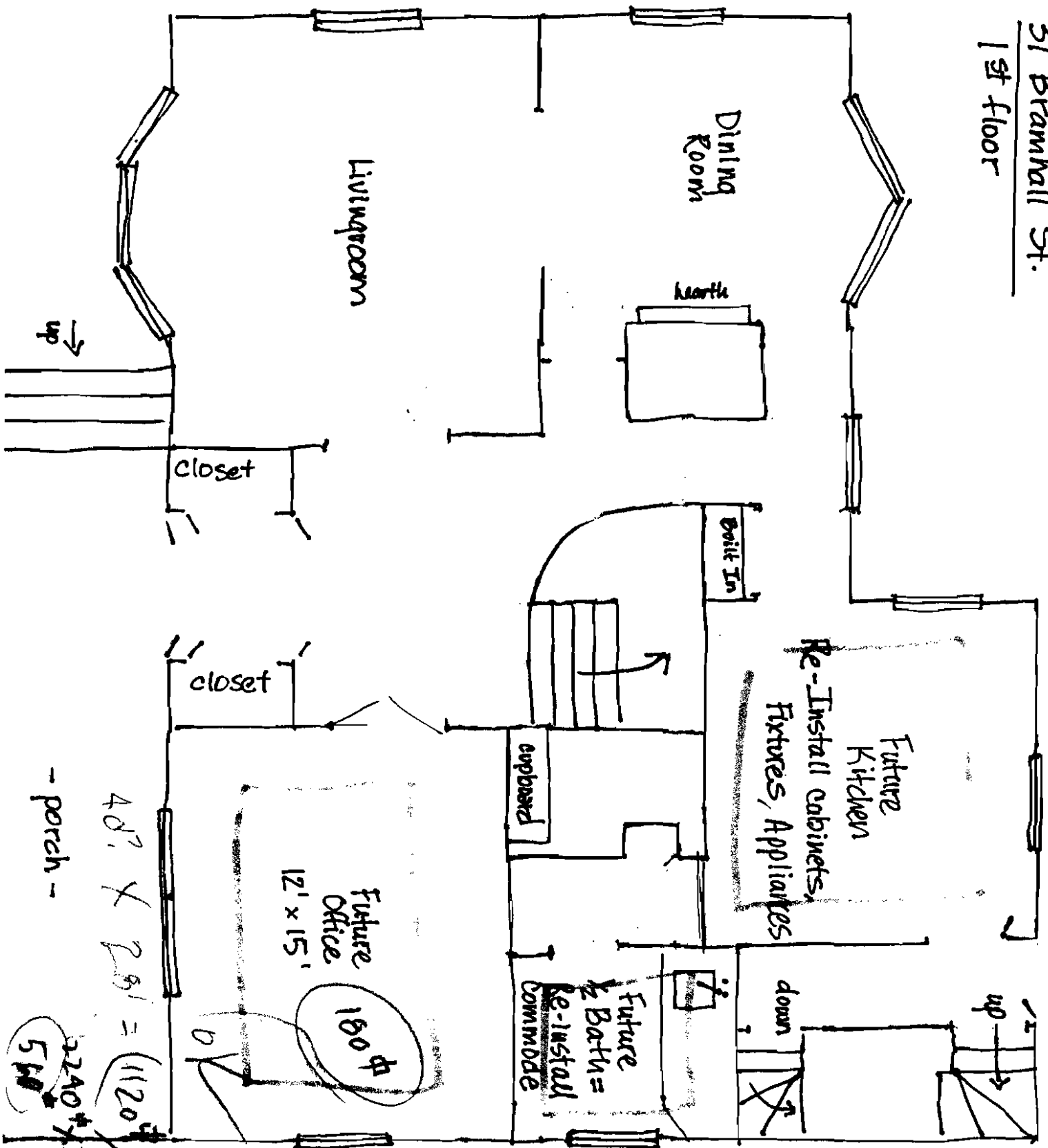
**Attachments:**

1. General building Permit Application
2. Purchase and sales agreement
3. Floor plan of residence including office usage
4. Plot plan

31 Bramhall St.  
Plot Plan (approximate)



31 Bramhall St.  
1st floor

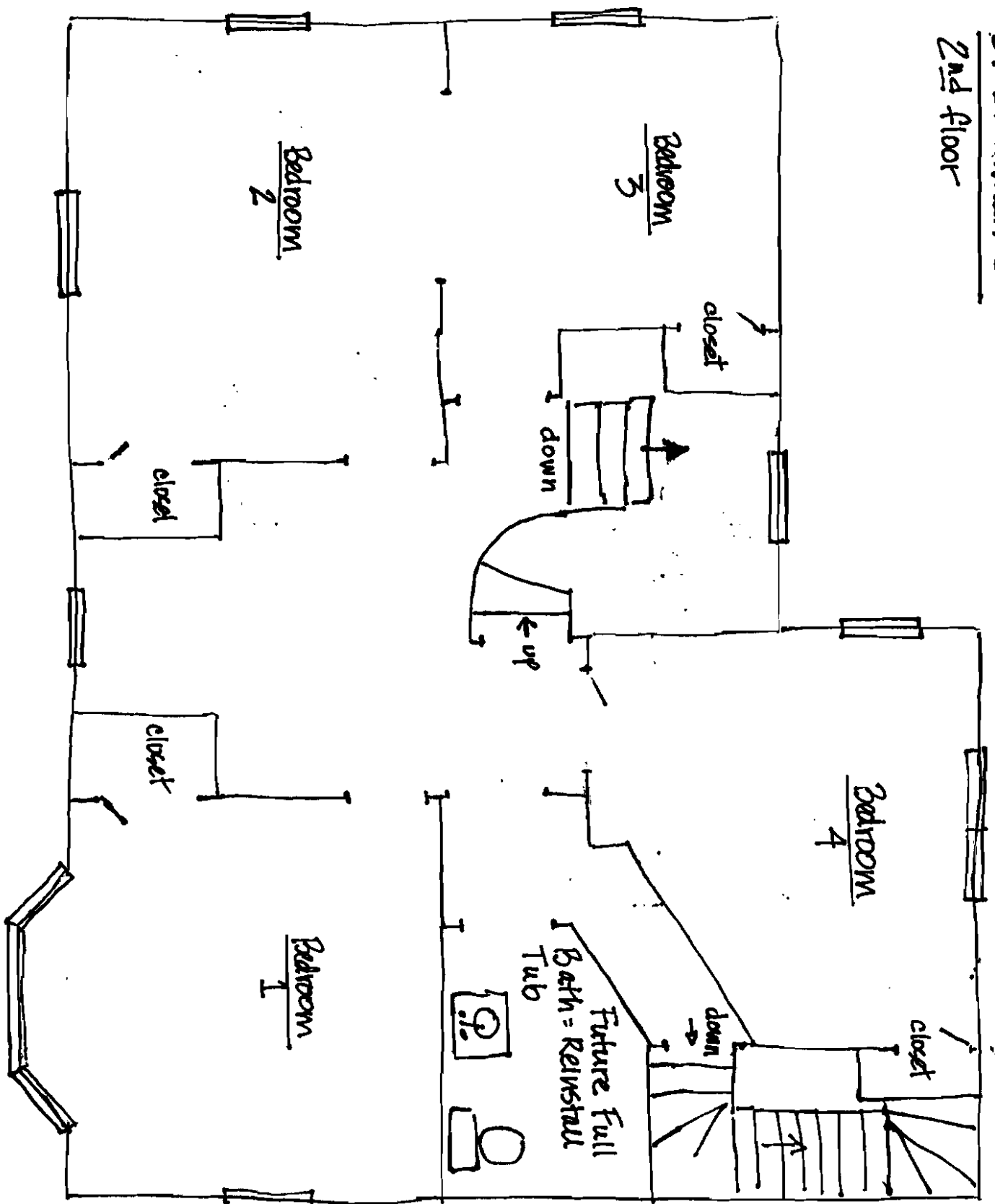


← wick  
← Bramhall →

48' x 28' = (1120)  
2240 + 115' = 560

31 Bramhall St.

2nd floor





# 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>31 Bramhall St.</u>		
Total Square Footage of Proposed Structure/Area <u>2094</u>	Square Footage of Lot <u>0.0572</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>63</u> Block# <u>A</u> Lot# <u>001</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Anne G. Peters</u> Address <u>25 Riverplace #2524</u> City, State & Zip <u>So. Portland, ME 04106</u>	Telephone: <u>799-0092</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Maine Medical Center</u> Address <u>22 Bramhall St.</u> City, State & Zip <u>Portland, ME 04102</u>	Cost of Work: \$ <u><del>45,000.00</del></u> <u>150.00</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u><del>45,000.00</del></u>
Current legal use (i.e. single family) <u>OFFICE</u> <u>Change of Use to SIF with</u> If vacant, what was the previous use? <u>OFFICE</u> <u>home OCCUPATION</u> Proposed Specific use: <u>Single Family Residence with in home occupation</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Return dwelling to residential use by re-installing a kitchen, commode to former 1/2 bath, tub to former full bath and install new furnace/heat system.</u>		
Contractor's name: <u>NATE SHROCK</u>		
Address: _____		
City, State & Zip <u>WINDAM, MAINE</u>		Telephone: <u>415-7283</u>
Who should we contact when the permit is ready: <u>Anne G. Peters</u>		Telephone: <u>799-0092</u>
Mailing address: <u>25 Riverplace Dr. #2524 So Portland, ME 04106</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](http://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 Buyer AGP 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: [Signature] Date: 01-03-11

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

# PURCHASE AND SALE AGREEMENT

November 30, 2010  
Offer Date

Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Anne G. Peters ("Buyer") and MAINE MEDICAL CENTER ("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 11 Bramhall Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 199813504 N/A, Page(s) 1.

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 November 26, 2010 are included with the sale at no additional cost, in "as is" condition with no warranties: n/a

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 190,000.00 Buyer X has delivered; or will deliver to the Agency within N/A 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 \$ n/a 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: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 1, 2010 (date) 5:00 AM X 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 January 14, 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 Quit Claim 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 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) N/A. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

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

14. **FINANCING:** This Agreement  is  is not subject to financing. If subject to financing:

a. This Agreement is subject to Buyer obtaining a ~~Purchase~~ Interest loan of 80,000 % of the purchase price, at an interest rate not to exceed 6.750 % 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 3 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 21 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 1 points. Seller agrees to pay up to \$ n/a 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:

William Gorham of Keller Williams Realty is a  Seller Agent  Buyer Agent  
Licensee Agency  Disc Dual Agent  Transaction Broker  
Jeffrey C. Lunt of Keller Williams Realty/The is a  Seller Agent  Buyer Agent  
Licensee Hatchek Group 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 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: N/A

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/had 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.

26. OTHER CONDITIONS a/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.

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.

Buyer and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

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.

Buyer's Mailing address is 25 Riverplace Drive, South Portland, Me. 04106

AGP 30  
BUYER DATE BUYER DATE  
Anne G. Peters

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 22 Bramhall Street, Portland, Me 04102

Michael B 18/1  
SELLER DATE SELLER DATE  
WILKINSON REALTY

AGP COUNTER-OFFER

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

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) N/A AM PM.

SELLER DATE SELLER DATE  
N/A N/A

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE  
N/A N/A

EXTENSION

The closing date of this Agreement is extended until \_\_\_\_\_ DATE

BUYER DATE SELLER DATE  
N/A N/A

BUYER DATE SELLER DATE  
N/A N/A



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Unfiled

076099

AGP

QUITCLAIM DEED

That, MMC Realty Corp., a non-profit corporation organized and existing under the laws of the State of Maine and having a mailing address of 22 Bramhall Street, Portland, Maine 04102-3175,

FOR CONSIDERATION PAID, GRANTS TO

Maine Medical Center, a non-profit corporation organized and existing under the laws of the State of Maine and having a mailing address of 22 Bramhall Street, Portland, Maine 04102-3175,

WITH QUITCLAIM COVENANTS, the land situated in Portland, Cumberland County, Maine, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, MMC REALTY CORP. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John E. Heye, its Treasurer, thereunto duly authorized, this first day of the month of November, 1997.

[Signature]  
WITNESS

MMC REALTY CORP.

[Signature]  
JOHN E. HEYE, Treasurer

SEAL

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

NOVEMBER 1, 1997

Then personally appeared the above-named John E. Heye, Treasurer, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation, before me

SEAL

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10/16/02

INVESTIGATION CONTINGENCY AMENDMENT

Amendment to Agreement dated November 30, 2010, between Anne G. Peters, Buyer, and Maine Medical Center, Seller, concerning the property located at 31 Bramhall Street, Portland, Me. 04102

I. Extension

Buyer hereby requests additional time to research the issue of n.a as set forth in paragraph, sub, and, by signature below, Seller hereby extends the deadline in the Agreement to notify Seller of an unsatisfactory investigation to

Buyer Date Seller Date

Buyer Date Seller Date

II. Modification of Agreement

Without waiving the right to proceed under the original terms of the Agreement or to declare the Agreement null and void by reason of an unsatisfactory investigation (unless the Modification/Termination section from below is signed by Buyer), Buyer hereby requests the following modifications to the Agreement:

Sale price reduced to 440,000. Extend final loan approval to January 23, 2011. Extend closing date to January 31, 2011.

If the above modifications are agreed to by Seller, Buyer agrees that the Agreement will no longer be conditioned on paragraph 12, sub (all). By signing below, Seller hereby agrees to the above modifications to the Agreement, all other terms and conditions to remain in full force and effect.

Buyer Date Seller Date

Buyer Date Seller Date

III. Extension/Modification/Termination

If either the Extension or the modifications to the Agreement requested above are not agreed to by Seller by the deadline set forth in Paragraph n.a, sub, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer Date Buyer Date

IV. Termination of Agreement

Due to unsatisfactory investigation as set forth in paragraph n.a, sub, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer Date Buyer Date



Exhibit A  
to  
Quitclaim Deed from MMC Realty Corp. to Maine Medical Center

A certain lot or parcel of land, with the buildings thereon, situated on the southeasterly side of Bramhall Street and the westerly side of Chadwick Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southeasterly side line of Bramhall Street at a point three hundred fifty six and nine hundredths (356.09) feet northeasterly thereon from the Western Promenade; thence south-easterly with an included angle of  $90^{\circ} 36'$  sixty-nine and two tenths (69.2) feet to the westerly side line of Chadwick Street, thence northerly by the westerly side line of Chadwick Street one hundred and four tenths (100.4) feet to its intersection with the southeasterly side line of Bramhall Street; thence southwesterly by the southeasterly side line of Bramhall Street seventy-two and one tenth (72.1) feet to the point of beginning; containing 2,494.66 square feet.

The above described property sometimes is referred to as The Malfby House located at 31 Bramhall Street.

Meaning and intending to convey and hereby conveyed the same premises conveyed to MMC Realty Corp. by Maine Medical Center Foundation by deed dated October 1, 1987, and recorded in the Cumberland County Registry of Deeds in Book 8009, Page 269.

RECEIVED  
RECORDED REGISTRY OF DEEDS

1987 DEC 18 PM 3: 54

CUMBERLAND COUNTY

John B O'Brien

060013  
QUITCLAIM DEED BK 800 BPG 0269  
With Covenant  
Corporate Grantor

## Know all Men by these Presents,

That MAINE MEDICAL CENTER FOUNDATION

a Corporation organized and existing under the laws of the State of Maine  
and having a place of business at 22 Bramhall St., Portland  
in the County of Cumberland and State of Maine 04102  
in consideration of One Dollar (\$1.00) and other valuable consideration  
paid by MNC REALTY CORP., a corporation

whose mailing address is 22 Bramhall Street, Portland, ME 04102

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,

and forever quitclaim unto the said MNC REALTY CORP., Its

successors ~~and assigns forever~~, a certain lot or parcel of land, with the buildings thereon, situated on the southeasterly side of Bramhall Street and the westerly side of Chadwick Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southeasterly side line of Bramhall Street at a point three hundred fifty six and nine hundredths (356.09) feet northeasterly thereon from the Western Promenade; thence southeasterly with an included angle of 90° 36' sixty-nine and two tenths (69.2) feet to the westerly side line of Chadwick Street, thence northerly by the westerly side line of Chadwick Street one hundred and four tenths (100.4) feet to its intersection with the southeasterly side line of Bramhall Street; thence southwesterly by the southeasterly side line of Bramhall Street seventy-two and one tenth (72.1) feet to the point of beginning; containing 2,494.66 square feet.

Being the same premises conveyed to George L. Maltby by C. Francis Gullifer by deed dated April 8, 1955 and recorded in the Cumberland County Registry of Deeds in Book 1221, Page 408.

Being the same premises conveyed to Maine Medical Center by George L. Maltby as described in a deed dated May 31, 1978 and recorded in Cumberland County Registry of Deeds in Book 4225, Page 273.

Messing and intending to convey and hereby conveying the same premises conveyed to Maine Medical Center Foundation by Maine Medical Center by deed dated October 1, 1987 and recorded simultaneously herewith.

The above described property sometimes is referred to as located at 31 Bramhall Street.

BK8009PG0270

To have and to hold the same, together with all the privileges and appurtenances thereto belonging, to the said **MHC REALTY CORP., Its**

successors and assigns forever.

And the said Grantor Corporation does covenant with the said **MHC REALTY CORP., Its**

successors and assigns, that it will warrant and defend the premises to the said Grantor **Its** successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said **MAINE MEDICAL CENTER FOUNDATION**

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by

**Donald L. McDowell** its Executive Vice President  
and Treasurer

thereunto duly authorized, this **first** day of the month of **October**  
A.D. 19 **87**.

Signed, Sealed and Witnessed  
in presence of

**MAINE MEDICAL CENTER FOUNDATION**  
(Corporate Name)

*Janice L. Rankin*

By *Donald L. McDowell*  
**Donald L. McDowell**  
its Executive Vice President  
and Treasurer

State of Maine, County of Cumberland ss. **October 1**, 19**87**.

Then personally appeared the above named **Donald L. McDowell**  
Executive Vice President and Treasurer of said Grantor Corporation as aforesaid,  
and acknowledged the foregoing instrument to be his free act and deed in his said  
capacity, and the free act and deed of said Corporation.

SEAL

Before me,

RECEIVED  
RECORDED REGISTRY OF DEEDS  
1987 OCT -8 PM 2:45  
CUMBERLAND COUNTY  
*James J. Walsh*

*Jacqueline D. Jacopeta*  
-Justice of the Peace  
Notary Public  
Attorney-at-Law

## 29 Bramhall - Zoning Conditions

1. During its existence, all aspects of the Home Occupations criteria, Section 14-410, shall be maintained.
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
3. This property shall remain a single family dwelling with a home occupation for a health care practitioner with the issuance of this permit and subsequent issuance of a certificate of occupancy. Any future change of use shall require a separate permit application for review and approval.
4. Separate permits are required for any new signage using the Home Occupation guidelines.





31 Bramhall Street  
Anne Peters

Rear stairs

Wood construction

3 stairs

3' wide

8" risers (4)

1' deep treads

Porch is 3'8" X 7'6"

**RECEIVED**

JAN 14 2011

**Dept. of Building Inspections  
City of Portland Maine**



31 Bramhall Street  
Anne Peters

**Interior rear staircase:**

All risers are between 7.5" and 8"

Treads are 9" deep and 34" wide (except on spirals)

Base of stairs to ceiling 8'8"

Top of stairs to 2<sup>nd</sup> floor ceiling 8'8"

**From the first floor:**

4 Spiral stairs from right corner

16", 20", 20", 16" tread depth on left side

6 stairs 34" wide

4 Spiral stairs from right corner

16", 20", 20", 16" tread depth on left side

34" X 25" landing

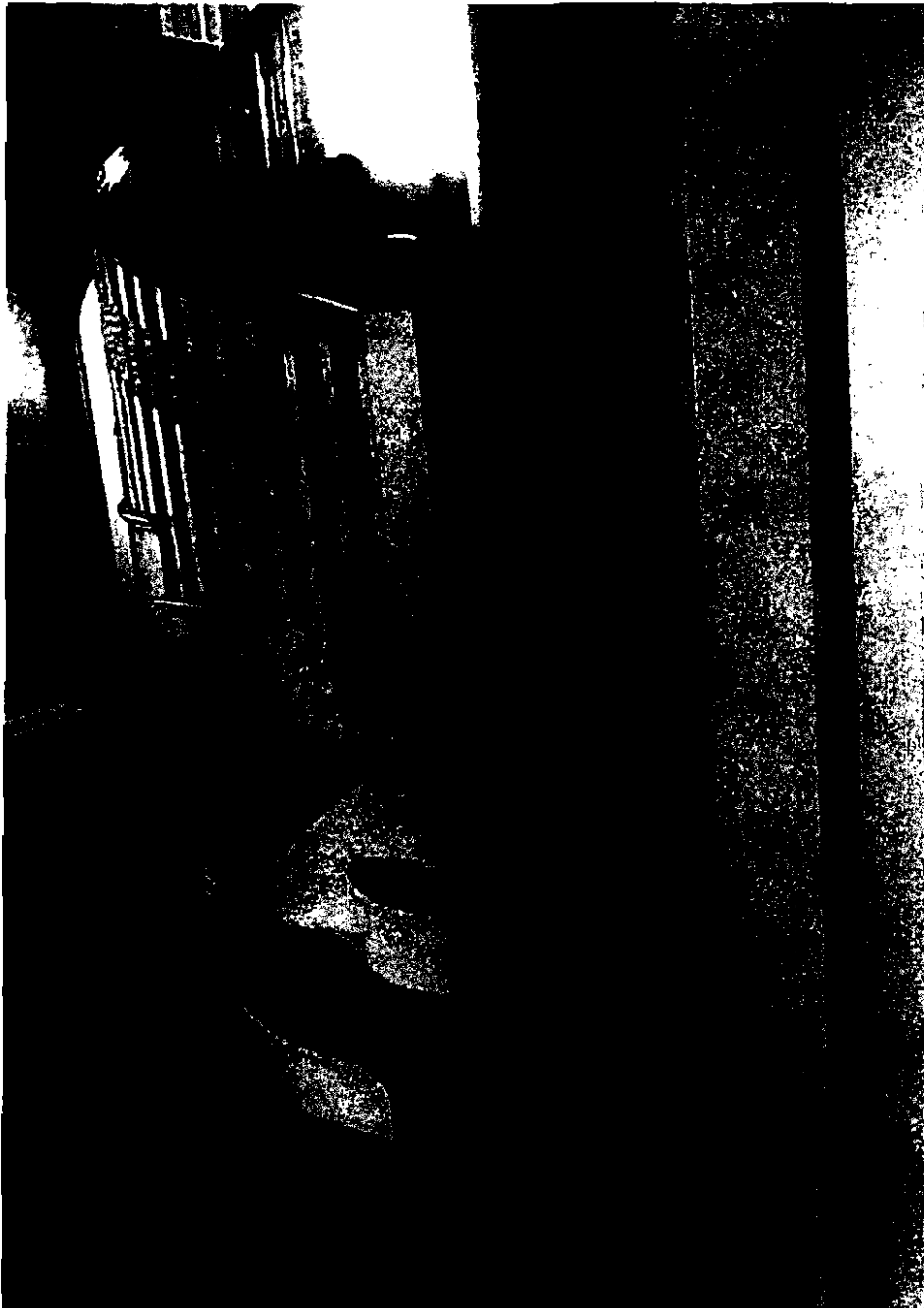
(leads to right-hinged inward-swinging door)

**RECEIVED**

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City of Portland Maine





**31 Bramhall Street  
Anne Peters**

**Interior Main Staircase:**

**All risers are between 7" and 7.5".**

**Treads not in spiral are 10.75" deep and 4' wide**

**Ceiling heights: 8'8" from first floor**

**6'10" from 1<sup>st</sup> landing**

**8'2" from 2<sup>nd</sup> landing**

**8'8" from top of stairs (2<sup>nd</sup> Flr)**

**From the first floor**

**2 steps to a 3'2" X 3'2" landing**

**3 steps spiraling from the right corner of landing**

**29" radial arc edge, maintaining 4' radius**

**4 steps to 39" X 7' landing**

**(reverses directional flow)**

**4 steps to 2<sup>nd</sup> floor**

**RECEIVED**

**JAN 14 2011**

**Dept. of Building Inspections  
City of Portland Maine**

**Jonathan Rioux - Re: 31 Bramhall Street, Anne Peters requesting building permit**

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**From:** "Jeff Lunt" <jclunt@kw.com>  
**To:** <jrioux@portlandmaine.gov>  
**Date:** 1/18/2011 8:18 AM  
**Subject:** Re: 31 Bramhall Street, Anne Peters requesting building permit  
**CC:** <peterslcsw@aol.com>  
**Attachments:** jclunt@kw.com .vcf

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Dear John,

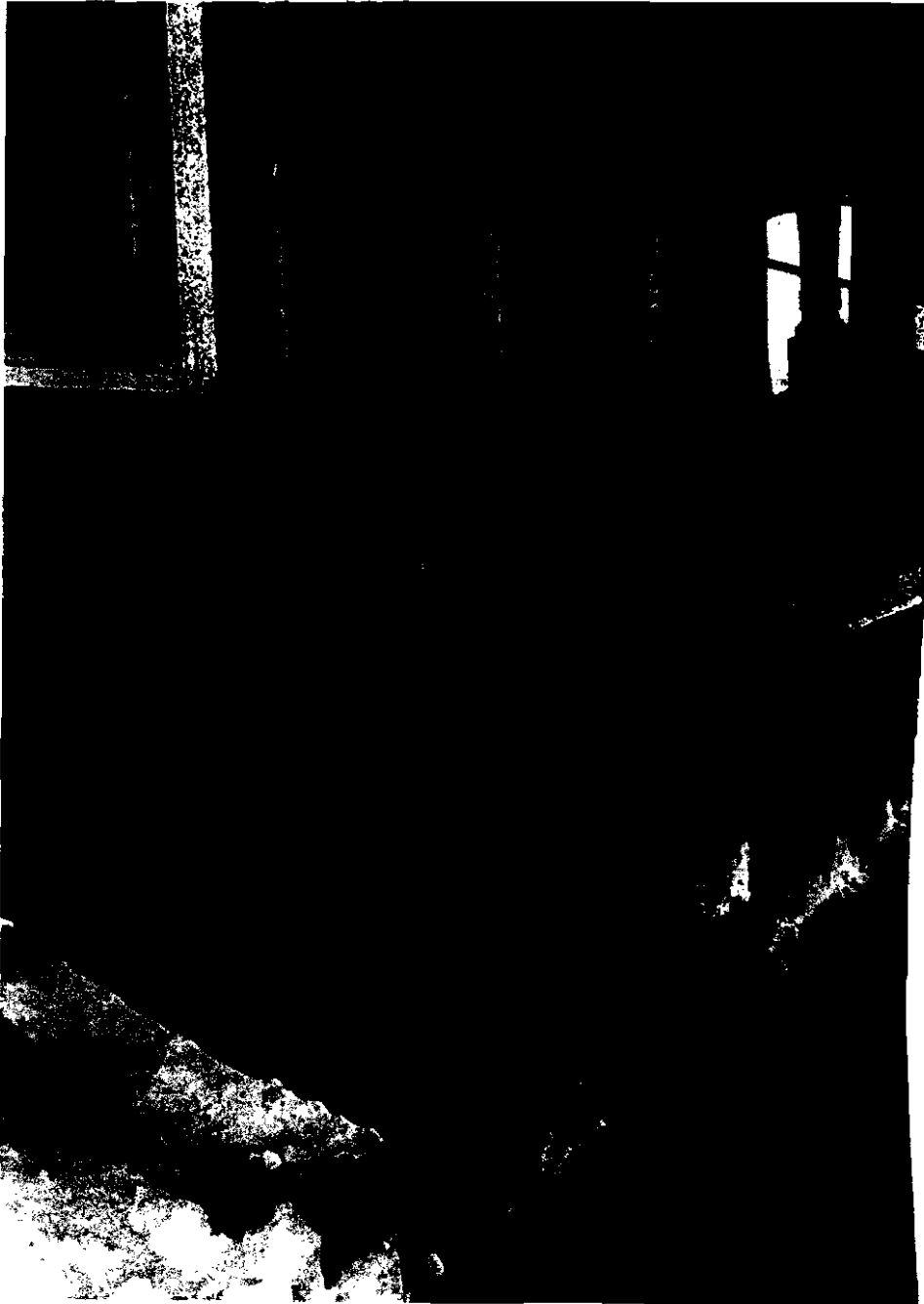
You requested additional information about the property.

- 1) All rooms and hallways have at least one hard wired smoke detector. There is no evidence for me to determine if the units also detect carbon monoxide. When this building was permitted for business use, would it have been required? Perhaps your office has more definitive records.
- 2) There is no evidence of insulation being added to the walls. The exterior is a combination of clapboard and shingle. I saw no sign of plugged holes from blowing insulation in. The interior walls are plaster on lathe and show no signs of being drilled to blow insulation in either.
- 3) All bedroom windows are either 66" X 29" ( outer edges of glass frame) or 67" X 34 " , resulting in a ratio of 13.29 and 15.96 respectively.

**Jeff Lunt**  
**The Hatcher Group**  
**Keller Williams Realty**  
**6 Deering Street**  
**Portland, Me. 04101**

**Office: 207 775 2121 x4**  
**Fax: 207 775 2122**

**E-Mail: jclunt@kw.com**



31 Bramhall Street  
Anne Peters

**Front Stairs:**

Granite riser from sidewalk: 6"

1st tread Width (parallel to sidewalk): 5'

Depth to bay window bump: 3' 10"

All other risers: 7.5" to 8"

2<sup>nd</sup> tread going up: 3' 7" wide at edge,  
irregular shape

3<sup>rd</sup> tread going up: 4' 3" wide, at edge,  
irregular shape

4<sup>th</sup> & 5<sup>th</sup> treads are 4' 7" wide, 1' deep

Wooden riser to porch: 8"

**RECEIVED**

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