

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT

This is to certify that Palmer Development Group

Located At 23 BRAMHALL

Job ID: 2011-02-405-ALTCOMM

CBL: 063 - - A - 003 - 001 - - - -

PERMIT ISSUED
MAR 7 2011
CITY OF PORTLAND

has permission to Do Interior Renovations to Eight dwelling units provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues 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

*Paul Per B.W.*

*James Rourke 3/4/11*

**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**

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

**PERMIT ISSUED**  
  
MAR 7 2011  
  
**CITY OF PORTLAND**

Job No: <b>2011-02-405-ALTCOMM</b>	Date Applied: <b>2/8/2011</b>	CBL: <b>063 - - A - 003 - 001 - - - - -</b>
Location of Construction: <b>23 BRAMHALL</b>	Owner Name: <b>Palmer Ben Palmer Development Group</b>	Owner Address: <b>83 South Freeport RD FREEPORT, ME - MAINE 04032</b>
Business Name:	Contractor Name:	Contractor Address:  Phone:
Lessee/Buyer's Name:	Phone:	Permit Type: <b>BLDG - Building</b>
Past Use:  <b>Eight Residential Dwelling Units</b>	Proposed Use: <b>Same: Eight Residential Dwelling Units - to renovate existing units (no increase of allowable units)</b>	Zone:  <b>R-6</b>
		Cost of Work: <b>31000.00</b>
		Fire Dept: <input checked="" type="checkbox"/> Approved <i>w/conditions</i> <input type="checkbox"/> Denied <input type="checkbox"/> N/A
		Inspection: Use Group: <i>R-2</i> Type: <i>3B</i> <i>IPR-2009</i> Signature: <i>JMB</i>
Proposed Project Description: <b>23 Bramhall - renovate existing units (8 Du)</b>		Pedestrian Activities District (P.A.D.)

Permit Taken By:	<b>Zoning Approval</b>			
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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;"> <b>Special Zone or Reviews</b>  <input type="checkbox"/> Shoreland  <input type="checkbox"/> Wetlands  <input type="checkbox"/> Flood Zone  <input type="checkbox"/> Subdivision  <input type="checkbox"/> Site Plan  <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM                      Date: <i>2/10/11</i> <i>ok with conditions</i> </td> <td style="width: 33%; vertical-align: top;"> <b>Zoning Appeal</b>  <input type="checkbox"/> Variance  <input type="checkbox"/> Miscellaneous  <input type="checkbox"/> Conditional Use  <input type="checkbox"/> Interpretation  <input type="checkbox"/> Approved  <input type="checkbox"/> Denied                      Date:                 </td> <td style="width: 33%; vertical-align: top;"> <b>Historic Preservation</b>  <i>within</i>  <input type="checkbox"/> Not in Dist or Landmark  <input type="checkbox"/> Does not Require Review  <input type="checkbox"/> Requires Review  <input type="checkbox"/> Approved  <input type="checkbox"/> Approved w/Conditions  <input type="checkbox"/> Denied                      Date: <i>my exterior work requires a separate review &amp; approval</i> </td> </tr> </table>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>2/10/11</i> <i>ok with conditions</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> <i>within</i> <input type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>my exterior work requires a separate review &amp; approval</i>
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<b>CERTIFICATION</b>				

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
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# 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>23 BRAMHALL ST</u>		
Total Square Footage of Proposed Structure/Area <u>8008</u>	Square Footage of Lot <u>4653</u>	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot#  <u>63 - A - 3</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Palmer Development Group</u> Address <u>83 South FREEPORT RD</u> City, State & Zip <u>FREEPORT, ME 04032</u>	Telephone: <u>207-939-1802</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>SAME AS ABOVE</u> Address City, State & Zip	Cost Of Work: \$ <u>31,000</u> C of O Fee: \$ _____ Total Fee: \$ <u>330</u>

Current legal use (i.e. single family) MuH1      Number of Residential Units 8  
 If vacant, what was the previous use? \_\_\_\_\_  
 Proposed Specific use: 8-unit  
 Is property part of a subdivision? NO      If yes, please name \_\_\_\_\_  
 Project description:  
See attached

**RECEIVED**

FEB - 8 2011

Dept. of Building Inspections  
City of Portland Maine

Contractor's name: PALMER DEVELOPMENT GROUP  
 Address: 83 SOUTH FREEPORT RD  
 City, State & Zip: FREEPORT, ME 04032      Telephone: 207-939-1802  
 Who should we contact when the permit is ready: BEN PALMER      Telephone: 207-939-1802  
 Mailing address: 83 SOUTH FREEPORT RD, FREEPORT, ME 04032

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 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: [Signature]      Date: 2/5/11

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



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-02-405-ALTCOMM

Located At: 23 BRAMHALL

CBL: 063 - - A - 003 - 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 an Historic District. Your submittal is not currently showing any exterior work.
3. This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
4. This property shall remain an eight family dwelling. Any change of use shall require a separate permit application for review and approval.
5. Separate permits shall be required for future decks, sheds, pools, and/or garages.

### **Fire**

1. Stair and dwelling unit door assemblies shall be self-closing, latching and smoke tight. The supervised fire alarm system is a required system and shall be maintained as such.
2. Hardwired, battery backup, photoelectric smoke alarms are required in the dwelling units. Smoke alarms shall be interconnected within individual dwelling units.
3. Hardwired, battery backup carbon monoxide alarms are required in the dwelling units.
4. The building shall comply with City Code Chapter 10 for existing apartment buildings under going renovations.
5. The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
6. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.
7. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
8. Sprinkler protection shall be maintained. Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
9. Any cutting and welding done will require a Hot Work Permit from Fire Department.
10. A special inspections letter is required for the fire escape.

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## **Building**

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. All floors and walls that separate dwelling units or dwelling units and common areas are required to meet a 1 hour fire rated assembly and sound transmission rating of 50 STC.
3. All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2009 Section 713.
4. Those renovating dwellings shall install a CO detector in each area within or giving access to bedrooms. That detection must be powered by the electrical service in the building and battery.
5. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

23 Bramhall Street - 8 Unit

Project Description:

- Patch all cracks and damage to plaster and drywall
- Paint interior of building
- Refinish hardwood floors
- Replace bathroom flooring
- Replace some bathroom fixtures
- Replace/update kitchens (new cabinets and countertops)
- Replace drop ceilings in a couple of rooms (fire rate above new drop ceiling) *5/8" FIRE RATED Sheetrock  
Any FIRE blocking/caulking  
as needed*
- No structural work to be done

Additional info:

- Property has a sprinkler system
- Property has a monitored fire panel
- Property is a brick building

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## BUILDING PERMIT INSPECTION PROCEDURES

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

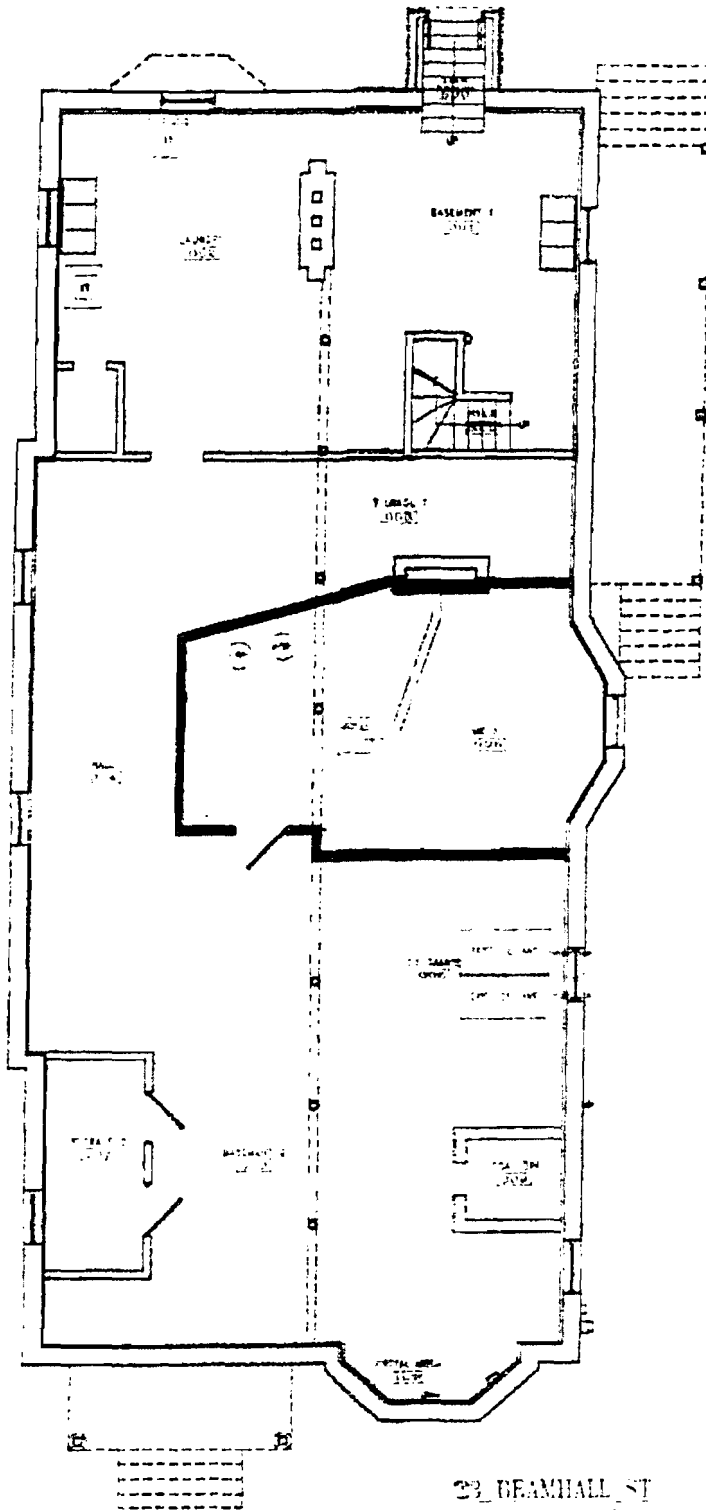
or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

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 Elec/Plmb/Framing
  2. Final at completions of work

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

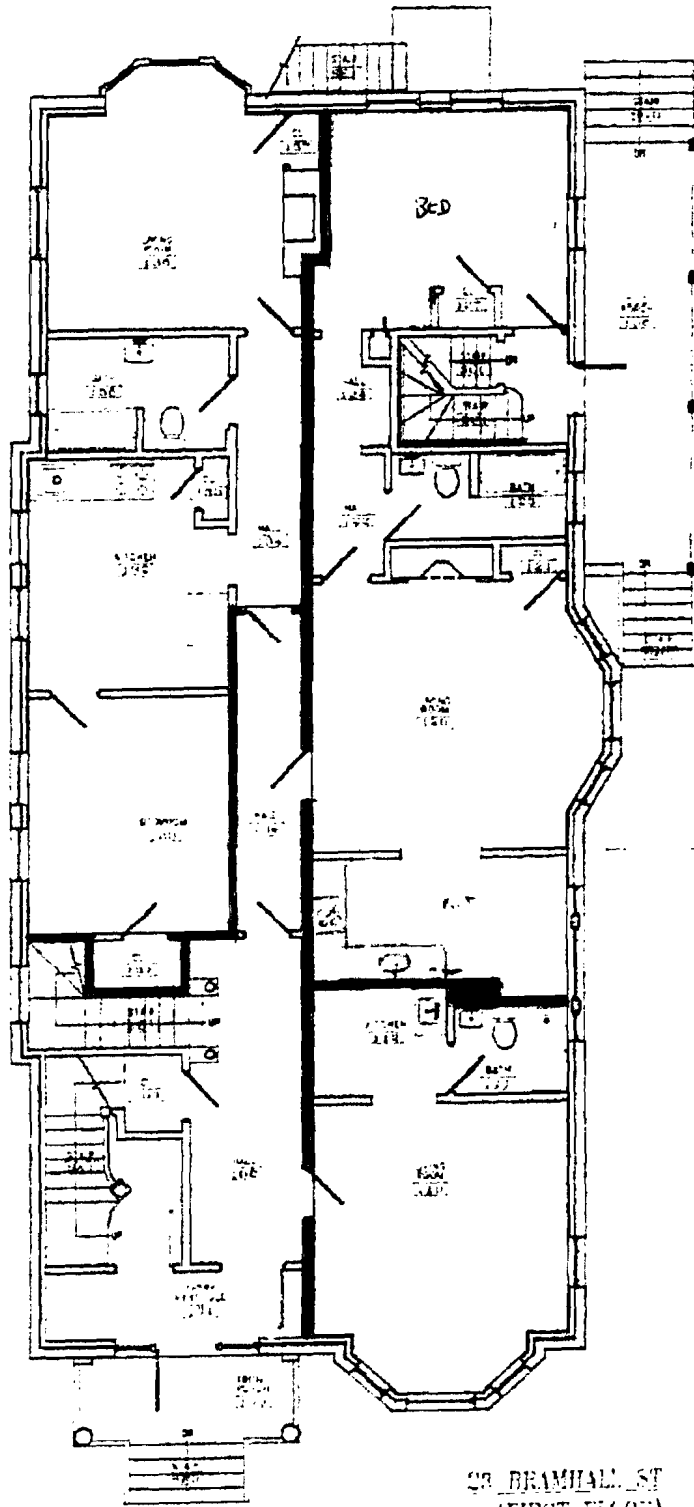
IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCU0PIED.



23 BEAMHALL ST  
 (BASEMENT)  
**BASEMENT PLAN**  
 SCALE: 1/8" = 1'-0"

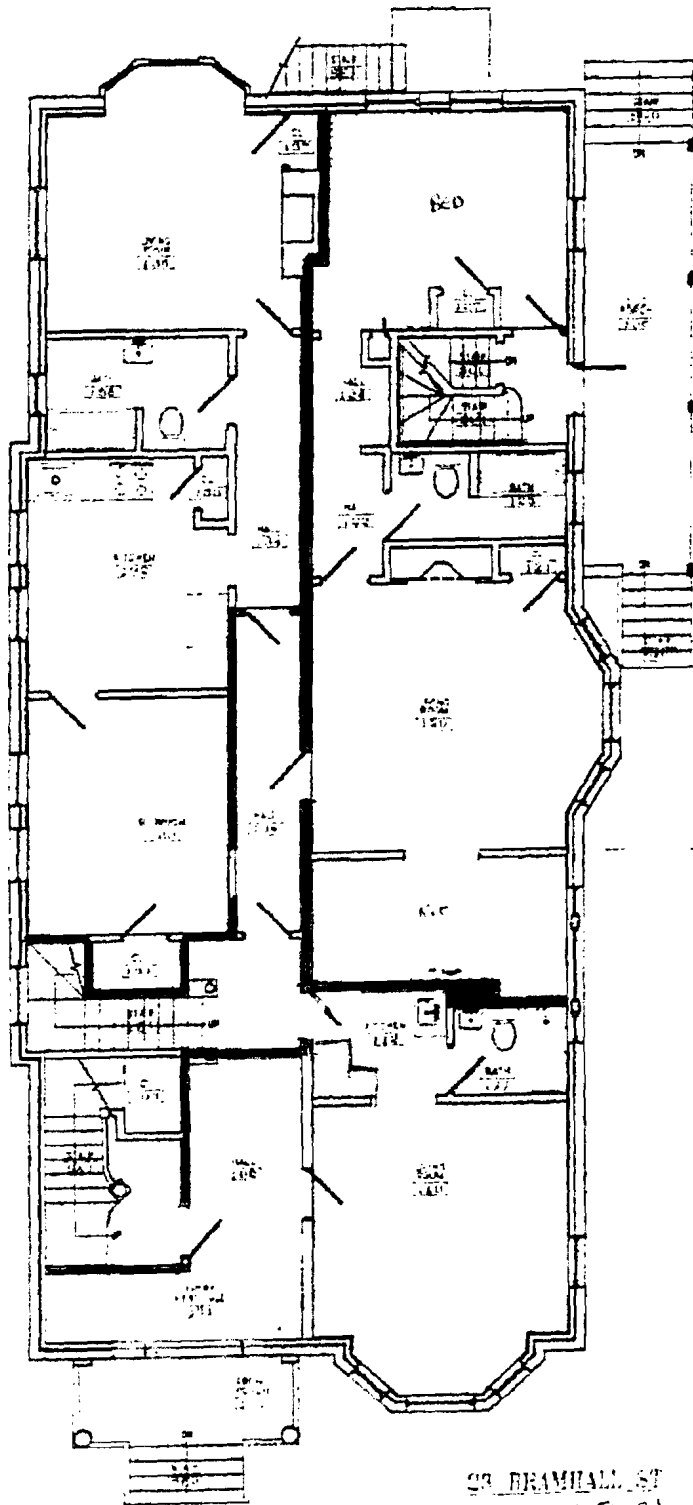






28 BRAMHALL ST  
(FIRST FLOOR)  
**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

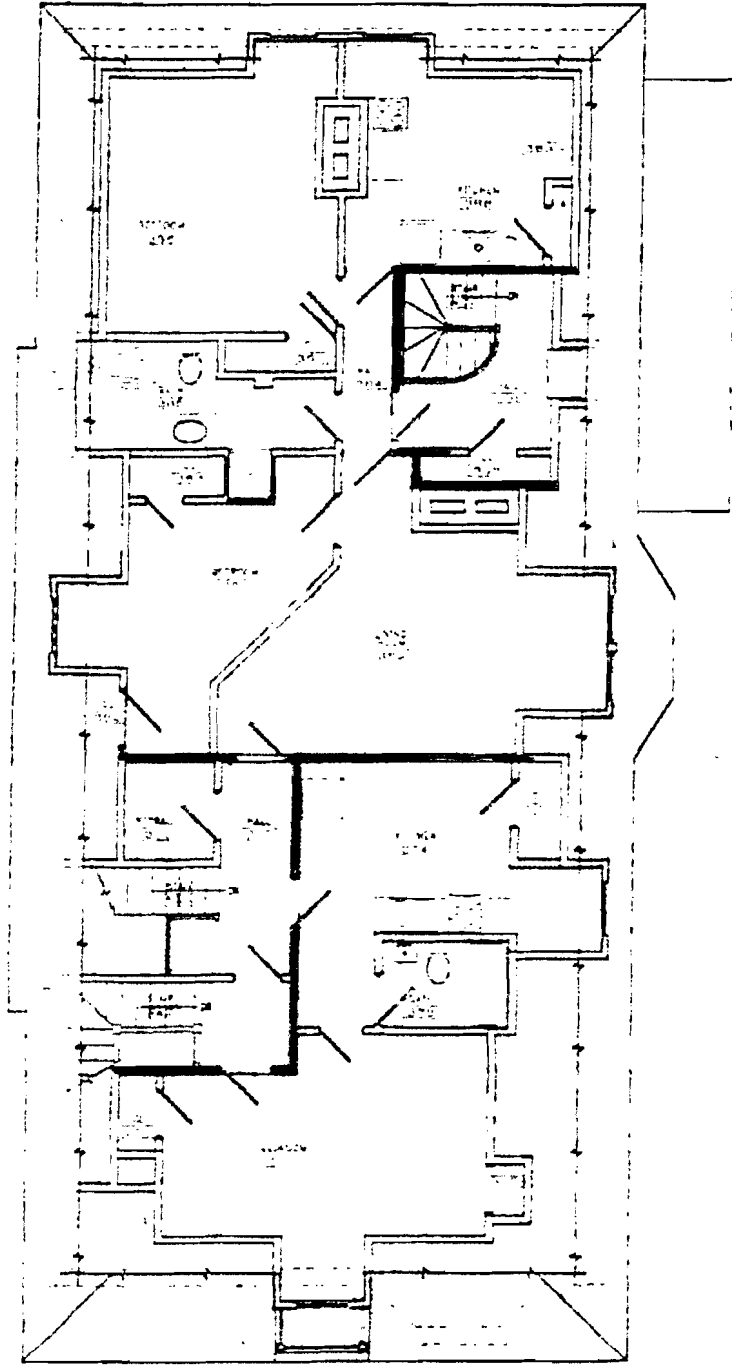




99 BRAMHALL ST  
 (Second Floor)  
**SECOND FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



ALL ST  
ENT)  
PLAN  
= 1'-0"



24 BRAMHALL SE  
(THIRD FLOOR)  
ATTIC LEVEL PLAN  
SCALE: 1/8" = 1'-0"

PURCHASE AND SALE AGREEMENT

12/1/10

DECEMBER 09 2010 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between PRIME DEVELOPMENT GROUP, LLC ("Buyer") and MISC REALTY CORP ("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 FERTLAND, County of Cumberland, State of Maine, located at 73 BRANHALL ST and described in deed(s) recorded at said County's Registry of Deeds Book(s) 16145, Page(s) 290.

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

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

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ Buyer has delivered; or will deliver to the Agency within 3 days of the date of this offer, a deposit of earnest money in the amount \$ 5000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ will be delivered. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions: KELLER WILLIAMS REALTY (Agency)

6. EARNEST MONEY/ACCEPTANCE: The purchase price shall be held in escrow by KELLER WILLIAMS REALTY (Agency) shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 12/31/10 (date) 5:00 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 1/12/11 (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 quitclaim 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) \_\_\_\_\_ . The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	j. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	k. Arsenic Treated Wood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	l. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	m. Pool	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	n. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days
f. Water Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	o. Habitat Review/Waterfowl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	p. Flood Plain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
h. Square Footage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	q. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days
i. Mold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	r. Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
				s. Lot size/acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
				t. Coastal shoreland septic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
				u. Other _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days

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

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

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

a. This Agreement is subject to Buyer obtaining a Fixed loan of 80 % of the purchase price, at an interest rate not to exceed 6.5 % 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 20 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 30 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 0 points. Seller agrees to pay up to \$ \_\_\_\_\_ 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:

BENJAMIN W. PALMER of TIMREAL is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

William R. Gorham of KELLER WILLIAMS REALTY is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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

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

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

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

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

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

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

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

Explain:

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

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

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensees. 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 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 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 83 SOUTH FREEPORT RD. FREEPORT, ME 04032

[Signature] 12/1/10  
BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE

PALMER DEVELOPMENT GROUP  
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 BRANHALL ST. PORTLAND, MAINE 04102

[Signature] 12/8/10  
SELLER \_\_\_\_\_ 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 time for the performance of this Agreement is extended until \_\_\_\_\_ DATE

BUYER \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE

BUYER \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE



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**Job Summary Report**  
**Job ID: 2011-02-405-ALTCOMM**

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Page 1

<b>Job Type:</b>	Adds/Alter Remodel Only Non-Res & NonHskp	<b>Job Description:</b>	23 Bramhall	<b>Job Year:</b>	2011
<b>Building Job Status Code:</b>	In Review	<b>Pin Value:</b>	636	<b>Tenant Name:</b>	
<b>Job Application Date:</b>		<b>Public Building Flag:</b>	N	<b>Tenant Number:</b>	
<b>Estimated Value:</b>	31,000	<b>Square Footage:</b>			
<b>Related Parties:</b>	Palmer Ben Palmer Development Group			Property Owner	

**Job Charges**

Fee Code Description	Charge Amount	Permit Charge Adjustment	Net Charge Amount	Payment Date	Receipt Number	Payment Amount	Payment Adjustment Amount	Net Payment Amount	Outstanding Balance
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**Location ID: 9996**

**Location Details**

Alternate Id	Parcel Number	Census Tract	GIS X	GIS Y	GIS Z	GIS Reference	Longitude	Latitude
M00050	063 A 003 001		M				-70.274845	43.6521

Location Type	Subdivision Code	Subdivision Sub Code	Related Persons	Address(es)
1				23 BRAMHALL STREET WEST

Location Use Code	Variance Code	Use Zone Code	Fire Zone Code	Inside Outside Code	District Code	General Location Code	Inspection Area Code	Jurisdiction Code
FIVE TO TEN FAMILY	<i>LEGAL</i>	NOT APPLICABLE			Historic District		DISTRICT 3	WEST END

**Structure Details**

**Structure: 8 unit Residential**

**Occupancy Type Code:**

Structure Type Code	Structure Status Type	Square Footage	Estimated Value	Address
Muti-Family 5+ Building	0			23 BRAMHALL STREET WEST

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

**Permit #: 20111203**

**Permit Data**

*Within Historic*



**Job Summary Report**  
**Job ID: 2011-02-405-ALTCOMM**

Report generated on Feb 10, 2011 3:08:21 PM

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Location Id	Structure Description	Permit Status	Permit Description	Issue Date	Reissue Date	Expiration Date
9996	8 unit Residential	Initialized	Renovate all units			

Inspection Details						
Inspection Id	Inspection Type	Inspection Result Status	Inspection Status Date	Scheduled Start Timestamp	Result Status Date	Final Inspection Flag

Fees Details								
Fee Code Description	Charge Amount	Permit Charge Adjustment	Permit Charge Adj Remark	Payment Date	Receipt Number	Payment Amount	Payment Adjustment Amount	Payment Adj Comment
Job Valuation Fees	\$330.00							