

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that **MATTIE ENTERPRISES LLC.**

Located At 210 VALLEY ST

Job ID: 2012-10-5303-CH OF USE

CBL: 064- F-007-001

has permission to Change of use; from 4 family to two family 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

Fire Prevention Officer


Code Enforcement Officer / Plan Reviewer

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

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.**

Footings/Setbacks prior to pouring concrete

Close In Elec/Plmb/Frame prior to insulate or gyp

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
Jeff Levine

Job ID: 2012-10-5303-CH OF USE Located At: 210 VALLEY ST

CBL: 064- F-007-001

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval.
2. With the issuance of this permit and the certificate of occupancy, this property shall remain a two family dwelling. Any change of use shall require a separate permit application for review and approval.

Building

This is a Change of Use ONLY permit. It does NOT authorize any construction activities.

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-10-5303-CH OF USE	Date Applied: 10/30/2012	CBL: 064- F-007-001	
Location of Construction: 210 VALLEY ST	Owner Name: MATTIE ENTERPRISES, LLC	Owner Address: 2 CHESTER ST PORTLAND, ME 04103	Phone:
Business Name:	Contractor Name: N/A	Contractor Address:	Phone:
Lessee/Buyer's Name: Michael Fraser	Phone: 207-807-4062	Permit Type: BLDG - Building	Zone: B-2
Past Use: Legal use was four family	Proposed Use: Change of use to two family – establishing legal use of property as a two family – no construction	Cost of Work: 1000.00	CEO District:
		Fire Dept: Approved Denied N/A	Inspection: Use Group: R-3 Type: SB JRC 09 Signature:
Proposed Project Description: Change of use from four family to two family		Pedestrian Activities District (P.A.D.)	
Permit Taken By: Gayle	Zoning Approval		

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>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.</p>	Special Zone or Reviews <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: OK w/condition 10/30/12 ASM	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in 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: ASM
	CERTIFICATION		

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

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

B-2

2010 10 5303 66



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>210 VALLEY STREET PORTLAND, ME</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant * must be owner, Lessee or Buyer* Name <u>MICHAEL FRASER</u> Address <u>240 VALLEY ST.</u> City, State & Zip <u>PORTLAND, ME 04102</u>	Telephone: <u>807-4062</u>
Lessee/DBA (If Applicable) RECEIVED OCT 30 2012 Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>Matic Enterprises LLC</u> Address <u>2 CHESTER ST.</u> City, State & Zip <u>PORTLAND, ME 04103</u>	Cost Of Work: \$ _____ C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>4 Family</u> Change of use If vacant, what was the previous use? _____ Proposed Specific use: <u>2 Family.</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Convert to TWO-FAMILY.</u> <u>used as two families want to keep as two families. The legal use was originally 4 family</u>		
Contractor's name: _____		
Address: <u>N/A.</u>		
City, State & Zip: _____		Telephone: _____
Who should we contact when the permit is ready: _____		Telephone: _____
Mailing address: _____		

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: <u>[Signature]</u>	Date: <u>10/30/12</u>
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This is not a permit; you may not commence ANY work until the permit is issue

October 29, 2012

Zoning Board
attn: Ann Machado;

Enclosed please find our application for the change of use of 210 Valley Street, Portland, Maine. The property is currently zoned and recorded as a 4-family. We intend to operate it as a 2-family.

We are currently under contract to purchase the property, with the closing date scheduled for December 1st, 2012. If approved, we hope this change of use would go into effect on that date.

We do not intend to complete any rehab to the property in order for it to conform to 2-family standards. As indicated by the dimensional floor plan enclosed, there are currently two kitchens in the property, one in each unit. Additionally, each unit has with two forms of egress.

Thank you for your help in this matter, and please don't hesitate to contact us with any questions or concerns.

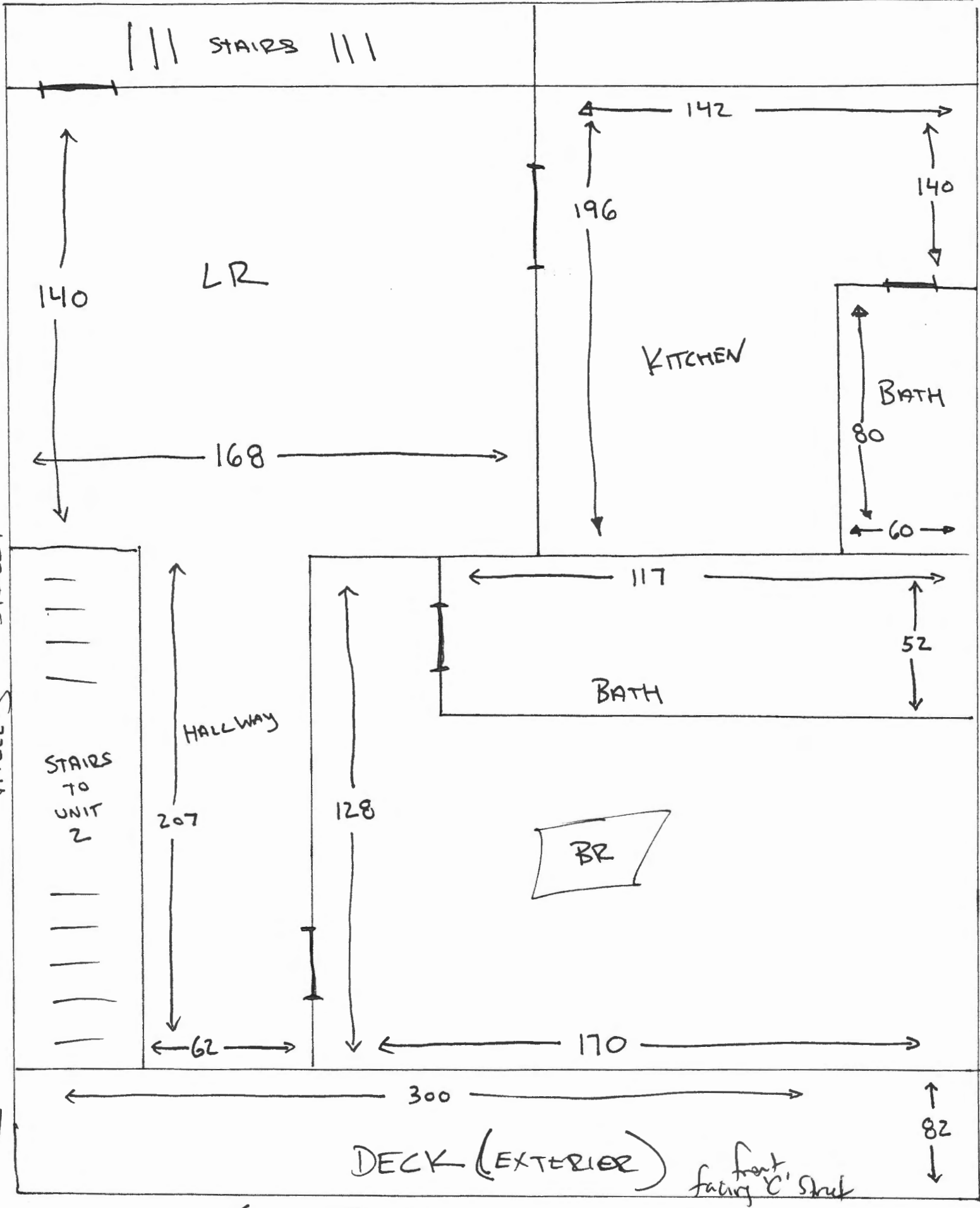
Sincerely,

Michael Fraser
240 Valley Street
Portland, ME 04102
(207) 807-4062
freemikenow@gmail.com

Tyler Brinkmann
10 Clifton Road
Falmouth, ME 04105
(207) 653-1798
tylerbrinkmann@gmail.com

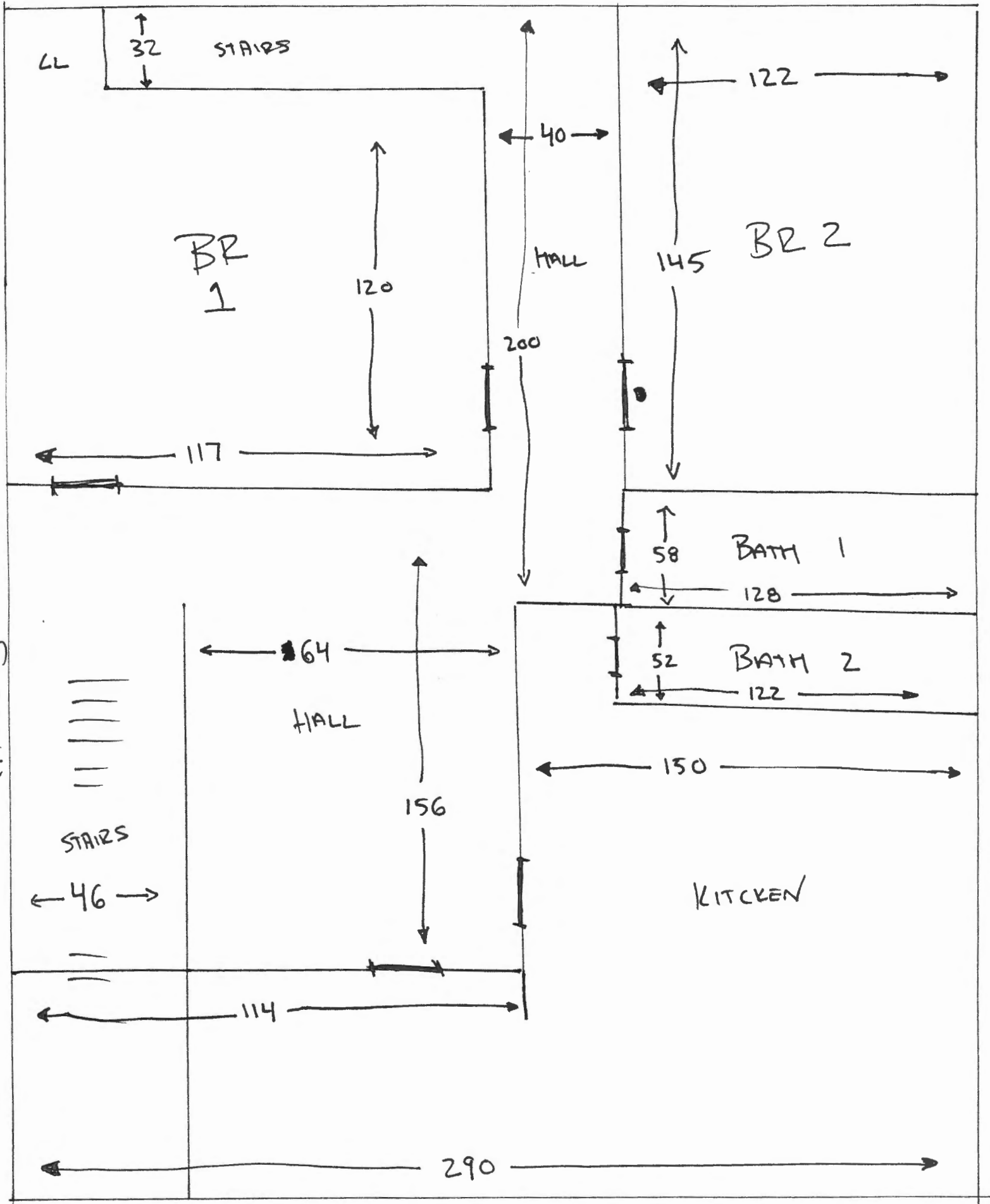
210 VALLEY STREET - FIRST FLOOR - UNIT 1

IN INCHES.



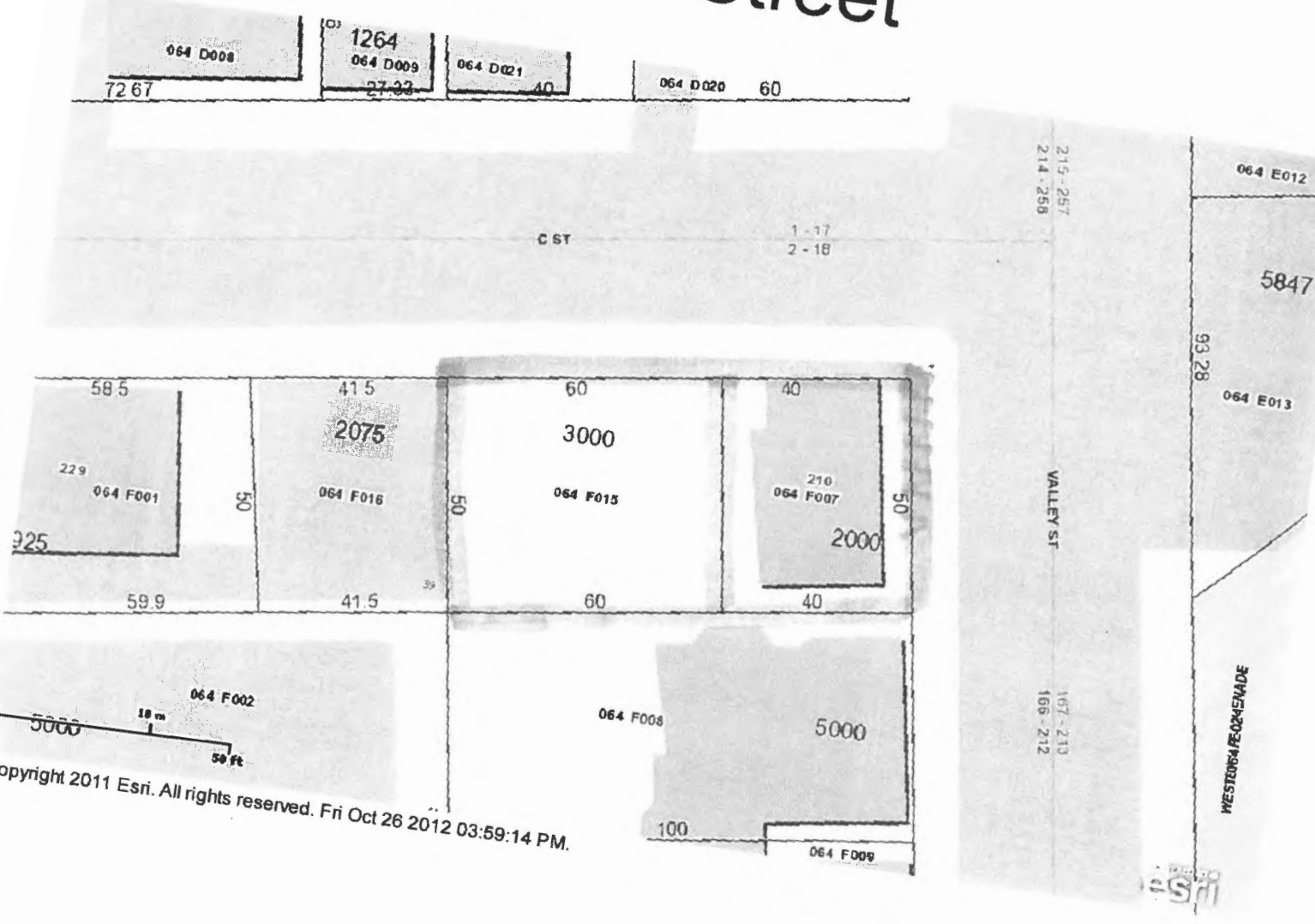
210 VALLEY ST. SECOND FLOOR - UNIT 2

IN INCHES

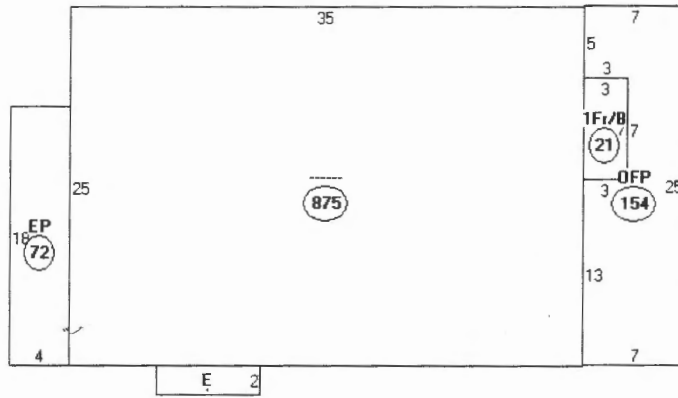


210 VALLEY ST.

210 Valley & 6 C Street



Copyright 2011 Esri. All rights reserved. Fri Oct 26 2012 03:59:14 PM.



Descriptor/Area

- A: -----
875 sqft
- B: EP
72 sqft
- C: 1Fr/B
21 sqft
- D: OFF
154 sqft
- E: 1Fr
14 sqft

PURCHASE AND SALE AGREEMENT

Offer Date October 18, 2012

October 19th, 2012 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Michael Fraser (and/or assigns) ("Buyer") and Matie Enterprises, LLC ("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 210 Valley & 6 C Streets and described in deed(s) recorded at said County's Registry of Deeds Book(s) 17836, Page(s) 259 & 261.

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: n/a.

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on October 3, 2012 are included with the sale at no additional cost, in "as is" condition with no warranties: none.

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 140,000.00. Buyer has delivered; or will deliver to the Agency within 3 days of the Offer Date, a deposit of earnest money in the amount \$ ~~5,000.00~~ \$2,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ ----- will be delivered -----. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Paragon Commercial Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 19, 2012 (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 December 1, 2012 (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.

January 2012

Page 1 of 4 - P&S

Buyer(s) Initials [Signature]

Seller(s) Initials [Signature]

Sullivan/Valley Family Realty, 84 Middle Street Portland, ME 04101
BSR Sullivan

Phone 207 731 5546 Fax 207 723 4617
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road Fraser, Michigan 48026 www.zipLogix.com

210 Valley

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

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing, HDA must part HDA
 a. This Agreement is subject to Buyer obtaining a Conventional construction loan of 75.80 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 b. 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 7 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 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.
 d. 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.
 e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 5000 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 g. 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:

John Graham (006705) of Sullivan Multi Family Realty (2064)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Michael Anderson (_____) of Paragon Commercial Real Estate (_____)
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. DEFAULT/RETURN OF EARNEST MONEY: 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

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

26. OTHER CONDITIONS: Selling building in as in condition.

SECTION III. HEATING SYSTEM(S)/SOURCES(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	GAS / HOT WATER			
Age of system(s)/source(s)	20 yrs			
Name of company that services system(s)/source(s)	NA			
Date of most recent service call	NA			
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))				
Malfunction per system(s)/source(s) within past 2 years	None			
Other pertinent information				

Buried Oil Supply Line: Yes No Unknown
 Chimney(s) Lined: Yes No Unknown Age: _____ Sleeved: Yes No
 Is more than one heat source vented through one flue? Yes No Unknown Last Cleaned: _____
 Has chimney been inspected? Yes No Unknown; If Yes, when: _____ Had a chimney fire: Yes No Unknown
 Power Vent: Yes No Unknown

COMMENTS: _____

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No
 IF NO above: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Have you experienced any problems such as leakage? _____
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 Comments: _____

B. ASBESTOS - Current or previously existing:
 • as insulation on the heating system pipes or duct work? Yes No Unknown
 • in the siding? Yes No Unknown • in the roofing shingles? Yes No Unknown
 • in flooring tiles? Yes No Unknown • other: _____ Yes No Unknown
 IF YES: Source of Information: _____
 COMMENTS: _____

C. RADON/AIR - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: _____ By: _____
 Results: _____ If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: _____

D. RADON/WATER - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: _____ By: _____
 Results: _____ If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: _____

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form and Maine Lead Warning for more information)
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown
 Unknown but possible due to age
 IF YES, describe location and the basis for the determination: _____
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards? Yes No
 IF YES, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No
 COMMENTS: _____

PROPERTY LOCATED AT 210 Valley and C st, Portland

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown OTHER: _____
LAND FILL: Yes No Unknown
RADIOACTIVE MATERIAL: Yes No Unknown

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations or restrictive covenants? Yes No Unknown

IF YES: Explain: _____
What is your source of information: _____

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? Yes No Unknown

IF YES: Explain: _____

- Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: none
- Year Principal Structure Built: 1870 What year did Seller purchase property? 1990's
- Roof: Year Built - Structure: NEW SHINGLES Year Shingles Installed: 2008 + 2010
Water, moisture or leakage: none
Comments: _____
- Foundation/Basement: Sump Pump: Yes No Unknown Comments: _____
Water, moisture or leakage since you owned the property: Yes No Unknown Comments: _____
Knowledge of prior water, moisture or leakage: Yes No Unknown Comments: _____
- Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No
- Electrical: Fuses Circuit Breaker Other: _____ Unknown
- Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No
- Manufactured Housing: Mobile Home - Yes No Unknown Modular - Yes No Unknown
- KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: _____

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

SECTION VI. ADDITIONAL INFORMATION

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

SELLER
Helen Dallas Andrews

DATE

SELLER

DATE

I/we have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER

DATE

BUYER

DATE



LEAD PAINT ADDENDUM

TO CONTRACT DATED _____ BETWEEN
_____ (hereinafter "Seller")
AND _____ (hereinafter "Buyer")
FOR PROPERTY LOCATED AT 210 Valley and 6 c st, Portland.

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Helen Dallas Andrews
Seller _____ Date _____
Helen Dallas Andrews


June 18/12
Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Agent _____ Date _____
Bill Sullivan / John Graham

Agent _____ Date _____

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Receipts Details:

Tender Information: Check , BusinessName: Michael Fraser, Check Number: 1157

Tender Amount: 105.00

Receipt Header:

Cashier Id: gguertin

Receipt Date: 10/30/2012

Receipt Number: 49793

Receipt Details:

Referance ID:	8585	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-10-5303-CH OF USE - Change of use; from 4 family to two family			
Additional Comments: Michael Fraser, 210 Valley St.			

Referance ID:	8587	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-10-5303-CH OF USE - Change of use; from 4 family to two family			