

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

*closed*

**SCANNED**



# Certificate of Occupancy

CITY OF PORTLAND, MAINE

Department of Planning and Urban Development  
Building Inspections Division



Location: 210 VALLEY ST

CBL: 064 F007001

Issued To: Matie Enterprises Llc

Issued Date: 02/28/2013

**This is to certify** that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 201249792 has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

ENTIRE

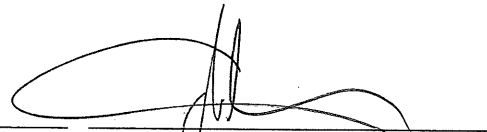
APPROVED OCCUPANCY

USE GROUP R-3  
TYPE 5-B  
TWO FAMILY DWELLING  
IBC 2009 (MUBEC)

LIMITING CONDITIONS: NONE

Approved:

  
Inspector

  
Inspection Division Director

**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 ERC 09 Signature:
Proposed Project Description: Change of use from four family to two family		Pedestrian Activities District (P.A.D.)	

Permit Taken By: Gayle	<b>Zoning Approval</b>		
<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 information may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: OK w/condition 10/30/12 ASM</p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: ASM</p>
	<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
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

2-8-13 DWM/BKL Mike

Provide SD in bdrm. Elec Fall, Seal wall under kitchen  
smk

2-28-13 DWM/BKL Andrew Final OK

## 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.**

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](http://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.

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 * <b>must</b> 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>
064      F007001		
Lessee/DBA (If Applicable)  <b>RECEIVED</b>  <b>OCT 30 2012</b>  Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>Matic Enterprises LLL</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>	<u>Change of use</u>	
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 family want to keep as two family. 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](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: 10/30/12

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,

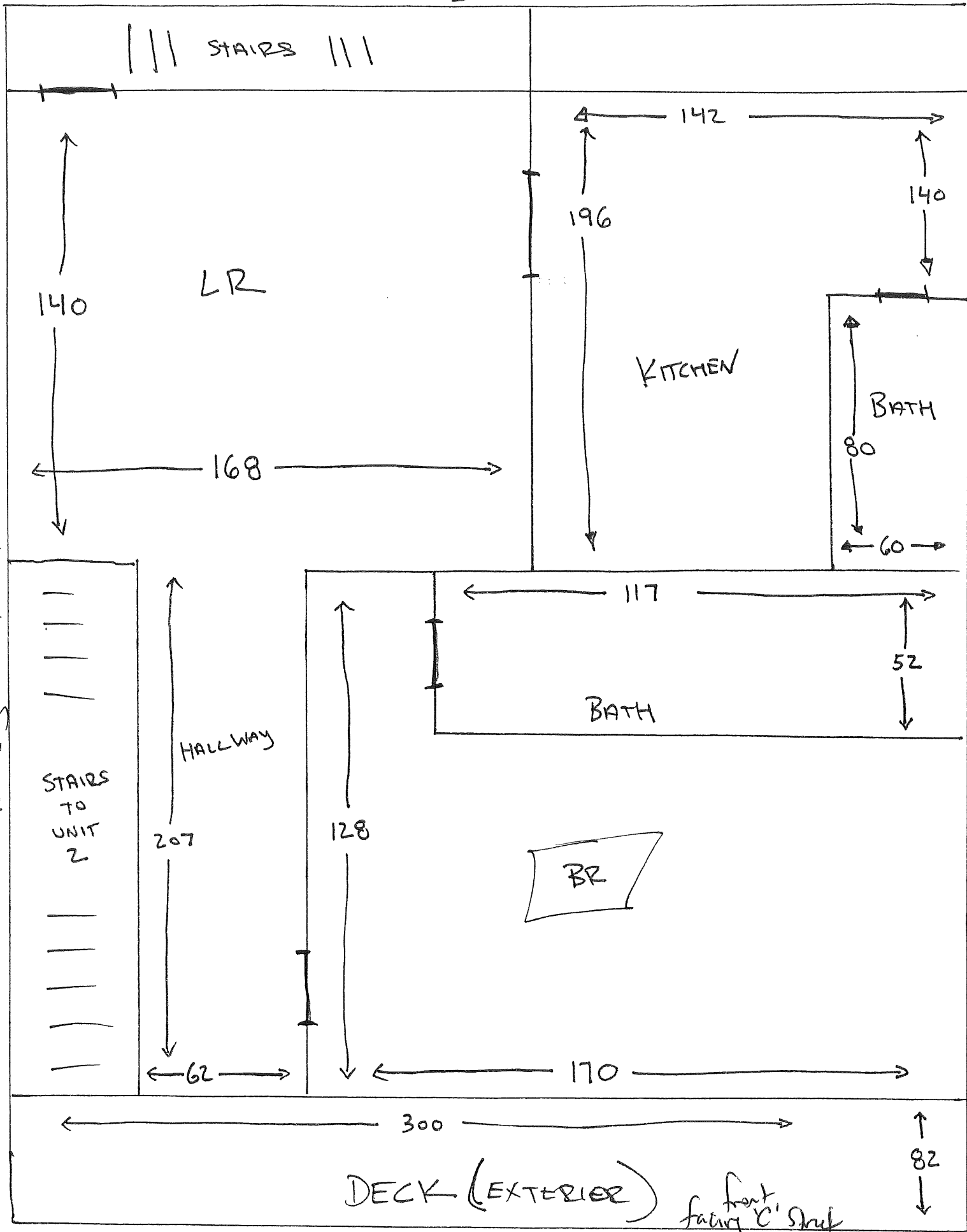
Michael Fraser  
240 Valley Street  
Portland, ME 04102  
(207) 807-4062  
freemikenow@gmail.com

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



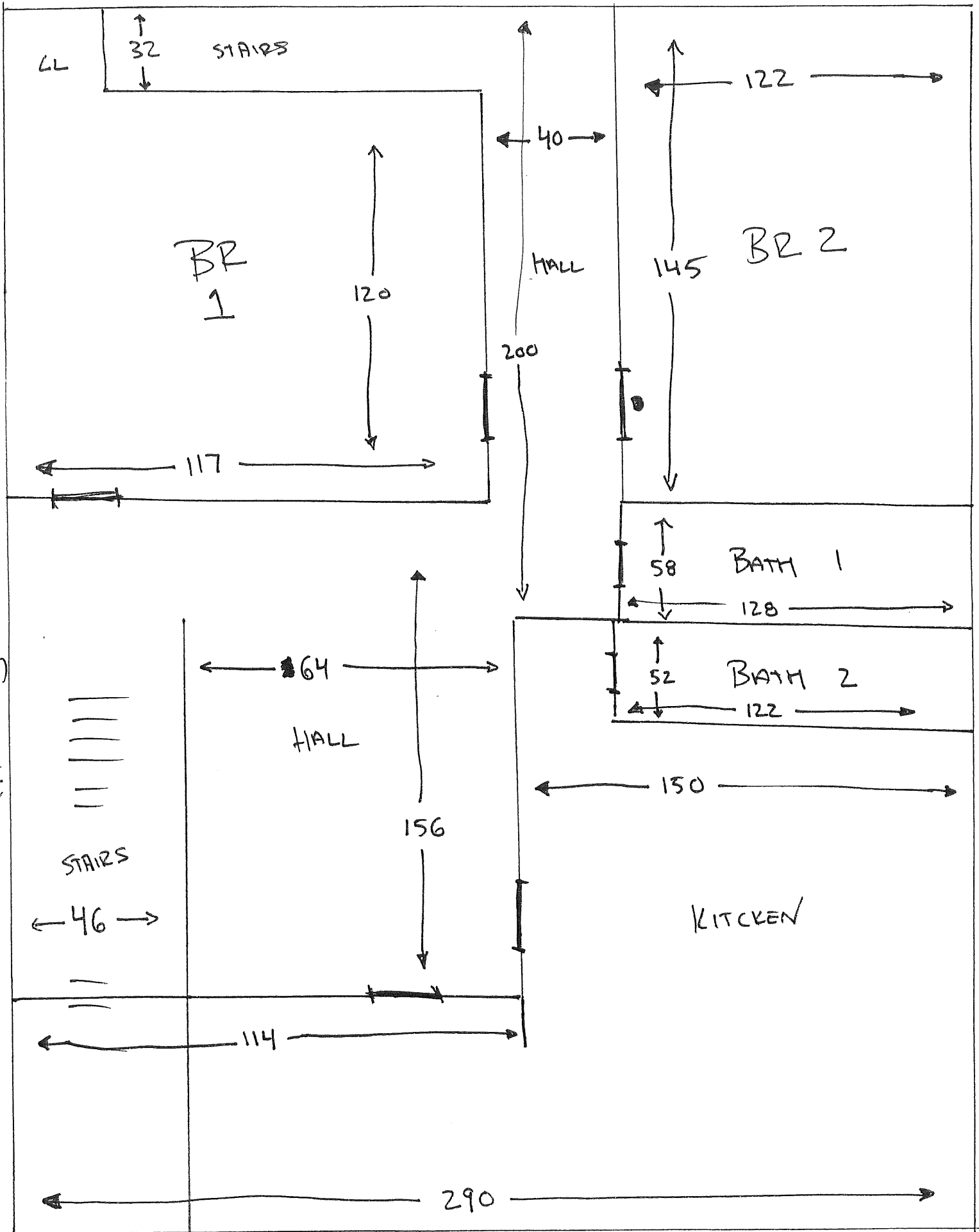
210 VALLEY STREET - FIRST FLOOR - UNIT 1

IN INCHES.

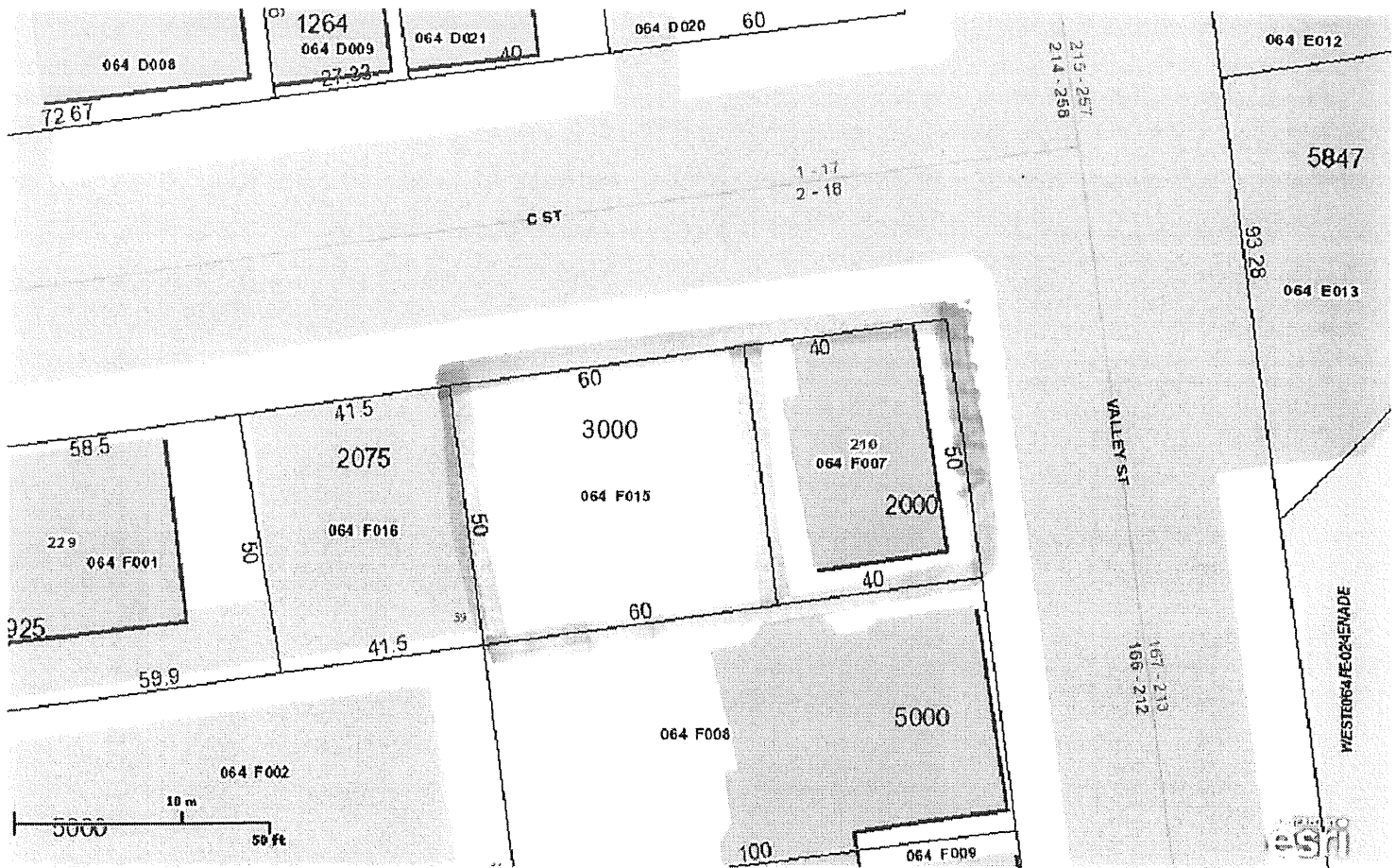


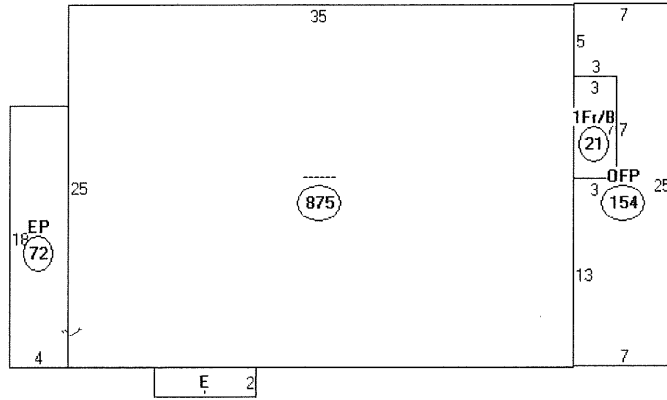
210 VALLEY ST. SECOND FLOOR - UNIT 2

IN INCHES



# 210 Valley & 6 C Street





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 Muir Family Res'ty 64 Middle Street Portland ME 04101 Phone: 207 771 5350 Fax: 207 773 4647 210 Valley  
Bill Sullivan Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

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 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	
			Within	_____ days				Within	_____ days
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, Buyer is under a good faith obligation to seek and obtain financing on these terms.

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.

27. GENERAL PROVISIONS:

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

Buyer's Mailing address is 240 Valley St Portland ME 04102

Michael Fraser 10/19/12 Michael Fraser 10/19/12  
 BUYER DATE BUYER DATE  
 Michael Fraser

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 Halcyon Marie Enterprises, LLC

Halcyon Marie Enterprises, LLC 10/18/12 Halcyon Marie Enterprises, LLC 10/18/12  
 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 closing date of this Agreement is extended until \_\_\_\_\_ DATE

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

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



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## SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.**

210 Valley and 6 c st

PROPERTY LOCATED AT: Portland,

### SECTION I. WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump:  Yes  No  N/A Quantity: .....  Yes  No  Unknown  
Quality:  Yes  No  Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? .....  Yes  No

IF YES: Date of most recent test: \_\_\_\_\_ Are test results available? .....  Yes  No

To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No

IF YES, are test results available? .....  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

• IF PRIVATE:

INSTALLATION: Location: \_\_\_\_\_

Installed BY: \_\_\_\_\_ DATE of Installation: \_\_\_\_\_

What is the source of your information: \_\_\_\_\_

USE: Number of Persons currently using system? \_\_\_\_\_

Does system supply water for more than one household? .....  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

### SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM:  Public  Private  Quasi-Public  Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? .....  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

• IF PRIVATE:

TANK:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_

Tank Size:  500 Gal.  1000 Gal.  Unknown  Other: \_\_\_\_\_

Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_

Location: \_\_\_\_\_ OR  Unknown Date of Installation: \_\_\_\_\_

Date Last Pumped: \_\_\_\_\_ Name of Company Pumping Tank: \_\_\_\_\_

Have you experienced any malfunctions? .....  Yes  No

If yes, give the date and describe the problem: \_\_\_\_\_

Date of Last Servicing of tank: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_

LEACH FIELD: .....  Yes  No  Unknown

IF YES: Location: \_\_\_\_\_

Date of installation of leach field: \_\_\_\_\_ Installed by: \_\_\_\_\_

Date of Last Servicing of leach field: \_\_\_\_\_ Name of Company Servicing leach field: \_\_\_\_\_

Have you experienced any malfunctions? .....  Yes  No

If yes, give the date and describe the problem & what steps were taken to remedy: \_\_\_\_\_

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? .....  Yes  No

IF YES, is it available? \_\_\_\_\_

SOURCE OF INFORMATION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

IS SYSTEM LOCATED IN A SHORELAND ZONE?: .....  Yes  No  Unknown

Is System located in a Coastal Shoreland Zone? .....  Yes  No  Unknown

2012 Page 1 of 3 - SPD Buyer(s) Initials WDA Seller(s) Initials \_\_\_\_\_

**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  
 Last Cleaned: \_\_\_\_\_  
 Is more than one heat source vented through one flue?  Yes  No  Unknown Had a chimney fire:  Yes  No  Unknown  
 Has chimney been inspected?  Yes  No  Unknown; If Yes, when: \_\_\_\_\_ 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 Jackson 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


Sam 18/12  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_\_  
Bill Sullivan / John Graham

\_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_\_

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# PORTLAND MAINE

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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			