

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING PERMIT

Permit Number: 090648

This is to certify that Dillon Brian/property owner

has permission to Interior repairs/renovations/upgrades of walls & ceilings

AT 45 ROBERTS ST

CF 066A B021001

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

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise red-in. 24 HOURS NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Thomas W. Mackay 6/22/09
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

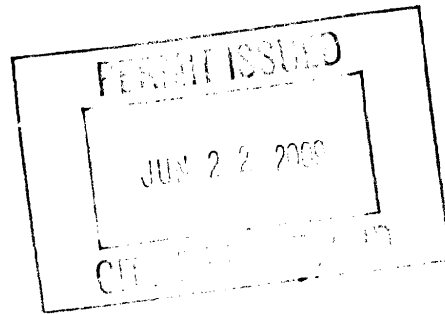
Permit No: 09-0648	Issue Date:	CBL: 066A B021001
-----------------------	-------------	----------------------

Location of Construction: 45 ROBERTS ST	Owner Name: Dillon Brian	Owner Address: 3 Inness Circle	Phone: 617-549-2503
Business Name:	Contractor Name: property owner	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Duplex	Zone: R-5

Past Use: 2 Family	Proposed Use: 2 Family - Interior repairs/renovations/upgrades of water damaged walls & ceilings	Permit Fee: \$40.00	Cost of Work: \$2,000.00	CEO District: 3
Proposed Project Description: Interior repairs/renovations/upgrades of water damaged walls & ceilings		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB JRC 2003	
		Signature: _____		Signature: Jm 6/22/09
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: Ldobson	Date Applied For: 06/19/2009	Zoning Approval
-----------------------------	---------------------------------	------------------------

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..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: Jm 6/22/09	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 District or Landmark <input checked="" 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: Jm
	OK NA interior work		



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

BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

4/22/09
Date



Signature of Inspections Official

6/24/09
Date

PURCHASE AND SALE AGREEMENT

March 21, 2009

Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Brian D Dillon ("Buyer") and Elise McIntyre (Cassidy) ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) 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 45 Roberts St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24446, Page(s) 274.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following:

No Exceptions

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

As Is

4. PERSONAL PROPERTY: The following items of personal property as viewed on 3/21/09 are included with the sale at no additional cost, in "as is" condition with no warranties:

As Is

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 170,000. Buyer (X) has delivered; or will deliver to the Agency within days of the date of this offer, a deposit of earnest money in the amount \$ 1000.00. 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 \$ 0 will be delivered N/A. 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:

6. EARNEST MONEY/ACCEPTANCE: Better Homes + Gardens, The Masiello Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until (date) AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 30th, 2009 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

BDD

EMC

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 3 INNESS CIRCLE MEDFIELD, MA 02052

Brian D. Allen 3/21/09
BUYER DATE BUYER DATE

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 35 Chamberlain Road Scarborough, ME 04074

Elisabeth Melnyk (Cassidy) 4/1/09
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



Maine Association of REALTORS®/Copyright © 2008
All Rights Reserved. Revised August 2008





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>45-47 ROBERTS ST. PORTLAND, ME 04102</u>		
Total Square Footage of Proposed Structure/Area <u>1250</u>	Square Footage of Lot <u>5000</u>	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart# <u>66</u> Block# <u>AB</u> Lot# <u>1</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>BRIAN D. DILLON</u> Address <u>3 INNESS CIRCLE</u> City, State & Zip <u>MEDFIELD, MA 02052</u>	Telephone: <u>617</u> <u>549-2503</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>2000</u> C of O Fee: \$ _____ Total Fee: \$ <u>40</u>
Current legal use (i.e. single family) <u>TWO FAMILY</u> Number of Residential Units <u>2</u> If vacant, what was the previous use? <u>SAME</u> Proposed Specific use: <u>TWO FAMILY</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>REPAIR WATER DAMAGED WALLS + CEILING. NEW ELECTRIC WIRING, REPLACE FURNACES, REPLACE BROKEN PLUMBING (PIPES + FIXTURES)</u>		
Contractor's name: _____ Address: <u>PROPERTY OWNER (SEE ABOVE)</u> City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>BRIAN DILLON</u> Telephone: <u>617-549-2503</u> Mailing address: <u>3 INNESS CIRCLE MEDFIELD, MA 02052</u>		

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

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

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

Signature: Brian D. Dillon

Date: JUNE 19, 2009 JUN 19 2009

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0648	Date Applied For: 06/19/2009	CBL: 066A B021001
------------------------------	--	-----------------------------

Location of Construction: 45 ROBERTS ST	Owner Name: Dillon Brian	Owner Address: 3 Inness Circle	Phone: 617-549-2503
Business Name:	Contractor Name: property owner	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Duplex	

Proposed Use: 2 Family - Interior repairs/renovations/upgrades of water damaged walls & ceilings	Proposed Project Description: Interior repairs/renovations/upgrades of water damaged walls & ceilings
--	---

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Tom Markley **Approval Date:** 06/22/2009

Note:**Ok to Issue:**

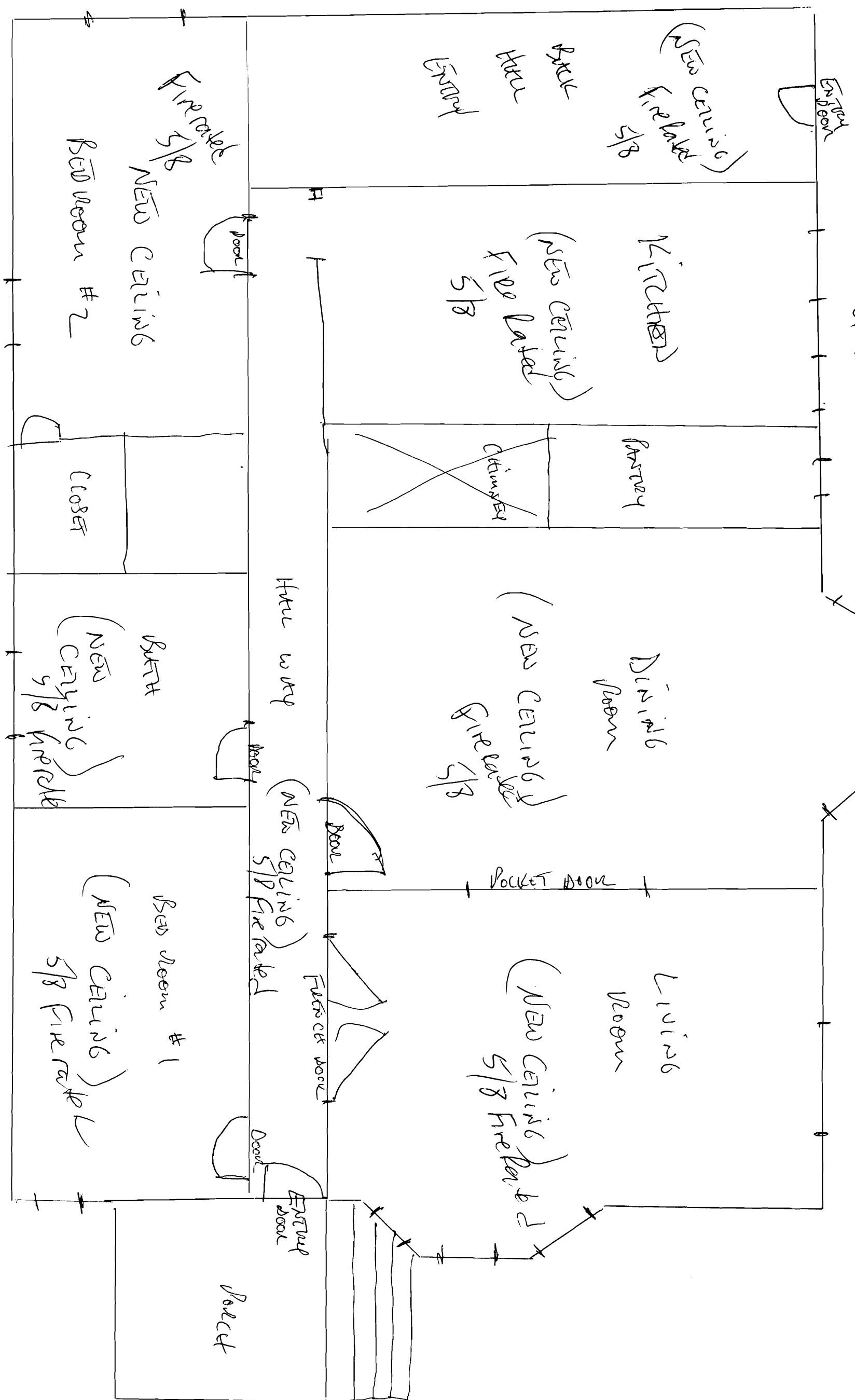
- 1) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tom Markley **Approval Date:** 06/22/2009

Note:**Ok to Issue:**

- 1) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

All new ceilings to be minimum of 1m fire separation



47 Roberts St. Government, VIC