

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-03-585-CH OF USE	Date Applied: 3/11/2011	CBL: 068- D-006-001	
Location of Construction: 158 ST JOHN ST	Owner Name: KENNETH & SHERRIECURLEW	Owner Address: 158 ST JOHN ST PORTLAND, ME 04102	Phone: 207-450-9623
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name:	Phone:	Permit Type: CHUSE-COMM - Change of Use Commercial	Zone: I-Mb
Past Use: 1 st floor plumbing office & shop, 2 nd floor one residential unit	Proposed Use: Three residential units – Legalize two illegal dwelling units for a total of three residential units	Cost of Work:	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A Signature:	Inspection: Use Group: Type: Signature:
Proposed Project Description: Legalization of 2 non-conforming dwelling units		Pedestrian Activities District (P.A.D.)	
Permit Taken By:	Zoning Approval		

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building Permits do not include plumbing, septic or electrical work.
- 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.

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input type="checkbox"/> Not in Dist or Landmark
<input type="checkbox"/> Wetlands	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
<input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date:	Date:	Date:

DENIED

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

3/17/11 Permit is denied. Section 14-391 to legalize nonconforming dwelling units requires that the building be in a residential or business zone. It is located in an I-Mb zone. Left vcm for applicant and wrote denial letter. -amachado

DENIED



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

*Penny St. Louis - Director of Planning and Urban Development
Marge Schmuckal, Zoning Administrator*

March 17, 2011

Sherrie Curlew
7 Summerfield Lane
Scarborough, ME 04074

Re: 158 St. John Street – 068 0006 – I-Mb – application to legalize two nonconforming dwelling units – permit #2011-03-585

Dear Ms. Curlew,

I am in receipt of your application (#2011-03-585) to legalize two nonconforming dwelling units at your property at 158 St. John Street. At this point, I must deny your permit application.

Section 14-391 of the ordinance allows you to legalize nonconforming dwelling units if you meet certain criteria. Section 14-391(c) lists the eligibility requirements to legalize nonconforming dwelling units. The fifth eligibility requirement states that “the structure containing the nonconforming dwelling units is located in the R-3, R-4, R-5, R-6, or R-7 Zones; or the B-1, B-1(b), B-2, B-2(b) or B-3 Zones”. Your property is located in the I-Mb zone, so it does not meet the eligibility requirement to legalize the nonconforming units.

Since your permit is denied, you are entitled to get some of your money back if you bring in the original receipt you got when you applied for the permit.

Please feel free to call me at 874-8709 if you have any questions.

Yours truly,

Ann B. Machado
Zoning Specialist
(207) 874-8709

homes and tourist courts, unless required off-street parking is provided for such addition or enlargement.

(Code 1968, § 602.17.I)

Sec. 14-390. Nonconformity as to off-street loading.

A building which is nonconforming as to the requirements for off-street loading shall not be enlarged or added to, unless off-street loading is provided sufficient to satisfy the requirements of this article for both the addition or enlargement and the original building or structure.

(Code 1968, § 602.17.J)

Sec. 14-391. Nonconformity as to number of dwelling units.

(a) Purpose. The purpose of this provision is to establish a process whereby certain dwellings which contain more dwelling units than the number permitted by the applicable provisions of the Land Use Code may be recognized as legal, nonconforming uses. This provision shall not apply to rooming units.

(b) Approval by Zoning Administrator.

(1) Application. Application for validation of such nonconforming dwelling units shall be on a form provided by the Division of Housing and Neighborhood Services, Inspection Services Office. The application fee will be \$300.00 for each dwelling unit which is the subject of the application, and will be accompanied by: (i) a plan, drawn to scale, which shows the location of the building(s) on the lot, parking, easements, dumpsters, fencing, public ways and any other significant feature and (ii) a floor plan for each unit in the dwelling, whether or not it is the subject of the application.

(c) Eligibility. In order for a nonconforming dwelling unit to be validated by administrative action of the Zoning Administrator as authorized herein, the Zoning Administrator must find, based on competent evidence, supported by public records, that:

(1) The nonconforming dwelling units were either in existence April 1, 1995, or the structure in which they are located was originally designed to accommodate more than the number of such units presently in use.

- (2) The applicant neither constructed nor established the non-conforming dwelling units.
 - (3) The nonconforming dwelling units comply with or can be made to comply with current standards of the National Fire Protection Association Life Safety Code (§16-1) and the National Fire Protection Association 1: Fire Prevention Code (§10-16), as amended.
 - (4) Each of the nonconforming dwelling units complies with provisions of the City's Housing Code or can be made to conform with, as amended, including, but not limited to, the requirements of §6-110, Minimum Standards for Space and Occupancy and §6-111, Minimum Plumbing Standards, and §6-112 Minimum Ventilation Standards.
 - (5) The structure containing the nonconforming dwelling units is located in the R-3, R-4, R-5, R-6 or R-7 Zones; or the B-1, B-1(b), B-2, B-2(b) or B-3 Zones.
 - (6) In the absence of legally competent evidence, supported by records, (such as, but not limited to, Assessor's records, purchase and sale agreements, affidavits, deeds, mortgages, as well as reliable secondary sources, such as the Portland Director), that the conditions of subsections c(1), C(2), c(3), c(4), or c(5) can be met, the Zoning Administrator may not approve the application, but shall advise the applicant that the matter may be appealed to the Board of Appeals.
- (d) Notice to Abutters. Upon receipt of a completed application, the Zoning Administrator will provide both the owners of abutting properties as well as the owners of property situated within 300 feet of the structure of the essential information contained in the application, along with a notice that they may object to the Zoning Administrator's acting on the application and require the applicant to appeal to the Board of Appeals. The notice shall be in conspicuous type and advise the abutters and owners of property within 300 feet that any objection must be submitted in writing to the Zoning Administrator within ten (10) days of the date of the notice sent to them.

The failure of any property owner to receive the notice

(COPY)

CITY OF PORTLAND, MAINE
Department of Building Inspection



Certificate of Occupancy

LOCATION 158 St. John St.

Issued to Robert Curlew

Date of Issue April 7, 1975

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. _____, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

entire

APPROVED OCCUPANCY

plumbing office and shop on first
floor and single family residence
on second floor.

Limiting Conditions:

none

This certificate supersedes
certificate issued

Approved:

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

Zoning Division
Marge Schmuckal
Zoning Administrator

Department of Planning & Development
Lee Urban, Director



RECEIVED

MAR 17 2011

CITY OF PORTLAND

Dept. of Building Inspections
City of Portland Maine

APPLICATION FOR
LEGALIZATION OF NONCONFORMING DWELLING UNITS
Section 14-391 - In effect March 24, 2004

*Typed all out
per Linda McLeod*

ck 499 \$450,00

Location/Address of Legalization:		158 St. John St. Portland, ME 04102	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Owner: Kenneth + Sherrie Address: Curlew	Telephone: 450-9623	
68 - 0 - 6			
Contact name, address & telephone if different than above: Sherrie Curlew (450-9623) 7 Summerfield Lane Scarborough, ME 04074		Cost of Work: \$ <u>0</u> Fee: \$ 600.00 + 150.00 C of O	\$300 per legalized unit & \$75 per C of O
Current # of legal D.U. <u>1 unit plus (2nd floor) office</u>	Requested # of units To be legalized: <u>2</u>	Total bldg. units: <u>3 units plus office</u>	
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting: <u>Affidavits from all tenants that have lived in those units (1st + 3rd floor) since 4/1/95.</u>			
Attach evidence that the current owner/applicant neither constructed nor established the non-conforming dwelling units to be legalized: List evidence that you are submitting: <u>Work was all completed before we bought it. There were people living on the 1st and 3rd floors that were on Portland Housing and the person on the 3rd fl is on Portland Housing and has been inspected the past 3 years.</u>			
I hereby certify that I am the Owner of record of the above 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 of applicant: <i>Kenneth Curlew</i> <i>Sherrie Curlew</i>		Date: 2/14/11	
This is NOT a permit, you may not commence ANY work until the permit is issued.			

555 #

PURCHASE AND SALE AGREEMENT

January 28, 2011 Offer Date

January 28 2011 Effective Date Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Stephen P. Hilton ("Buyer") and Kenneth A. Curlew, Sherrie M. Curlew ("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 158 St. John Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 19353, Page(s) 139.

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 exclusions

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on January 28, 2011 are included with the sale at no additional cost, in "as is" condition with no warranties: three stoves, refrigerators, and any space heaters

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 205,000.00 Buyer has delivered; or X will deliver to the Agency within one days of the Offer Date, a deposit of earnest money in the amount \$ 2,500.00. 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 \$ none will be delivered none. 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: Ocean Gate Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 30, 2011 (date) 2:00 AM X PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 4, 2011 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a 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.

[Handwritten initials]

KC SC

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) N/A. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

TYPE OF INVESTIGATION YES NO RESULTS REPORTED TO SELLER				TYPE OF INVESTIGATION YES NO RESULTS REPORTED TO SELLER			
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days	l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days	u. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days
k. Smoke/CO detectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> 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 <u>3 unit</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days

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

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

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

a. This Agreement is subject to Buyer obtaining a conventional loan of 80,000 % of the purchase price, at an interest rate not to exceed 5.000 % 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 2 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 prv1 points. Seller agrees to pay up to \$ None toward Buyer's pre-pays, points and/or closing costs.

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.

[Handwritten Signature]

K.C. SC

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Jean Russo (001883) of Harborcity Realty, Inc. (1401)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Ed Gardner () of Ocean Gate Realty ()
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. 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.

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

18. 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.

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

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

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

22. 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.

23. 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.

24. 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.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: Buyer & Sellers will work out an agreement within 7 business days as to the continued rental of Sellers' current space.

JRH

KC SC

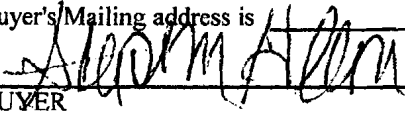
27. GENERAL PROVISIONS:

- 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.

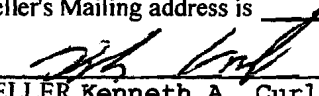
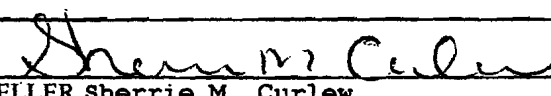
28. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: _____

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

Buyer's Mailing address is _____
 1/28/11
 BUYER _____ DATE _____ BUYER _____ DATE _____
 Stephen P. Hilton

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 _____
 1/28/11 
 SELLER Kenneth A. Curlew _____ DATE _____ SELLER Sherrie M. Curlew _____ 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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MULTI-FAMILY ADDENDUM

TO AGREEMENT DATED January 28, 2011 BETWEEN Kenneth A. Curlew, Sherrie M. Curlew
(hereinafter "Seller")

AND Stephen P. Hilton (hereinafter "Buyer")

PROPERTY LOCATED AT: 158 St. John Street, Portland,

Said Agreement is further subject to the following terms:

Strike any provision(s) that do not apply.

1. Sellers shall provide Buyer with copies of tenants' leases within 2 days of Effective Date of this Addendum and Buyer shall have an additional 5 days to examine same. Should Buyer find the leases to be unsatisfactory, Buyer shall so inform Seller in writing within the examination period and the Agreement shall become null and void and any deposit shall be returned to Buyer. In the absence of such notification the leases shall be deemed acceptable. Notwithstanding anything in the Agreement to the contrary, Seller agrees to observe and perform all obligations imposed on Seller under such leases and not to alter, modify or change the terms of such leases or to cancel or terminate such leases without the written consent of Buyer.
2. Seller agrees to indemnify and hold Buyer harmless for any damages, liabilities or costs arising from Seller's failure to have complied with the disclosure requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C., §4852(d).
3. Seller shall provide Buyer with a financial accounting of all security deposits, a schedule of current rents and the occupancy and payment status for each unit within 5 days of the Effective Date of the Agreement. Buyer shall have 5 days from receipt to review this information. If any of this information is not satisfactory to Buyer, Buyer may declare the Agreement null and void by notifying Seller in writing within said 5-day period and any earnest money shall be returned to Buyer. Upon transfer of the property, Seller shall provide Buyer with an update of all of the above information and shall provide to each tenant, by mail, notice of the transfer, notice of the Buyer's name and address and a copy of the accounting of the tenant's security deposit.
4. It is agreed that all security deposits shall be payable in full to the Buyer/trustee at transfer of title.
5. Seller represents that there will be no outstanding agreements with tenants regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, and that no rental income arising under the tenant leases has been or will be collected in advance of the time when it becomes due, except as otherwise acknowledged and agreed to elsewhere in this Agreement.
6. Should a vacancy occur, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria presently used by Seller to fill vacancies.
7. In the event of a vacancy at time of transfer of the title, any vacant unit shall be free of personal belongings and in broom clean condition.
8. ~~Seller agrees to render the following portion(s) of the building vacant on or before closing:~~ Buyer agrees to allow Sellers to rent basement at no charge for one year from date of closing.
9. Buyer's obligations under this Agreement are subject to Buyer, within 7 days of the Effective Date of the Agreement, obtaining satisfactory evidence from the municipality that the property contains 3 legally authorized units. If Buyer is unable to obtain such evidence, Buyer may 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 Buyer does not notify Seller within the time period set forth above, this contingency is waived by Buyer.

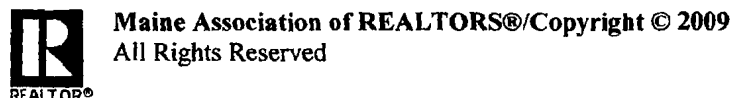
The representations and obligations of this Multi-Family Addendum shall survive closing and passage of title to Buyer.

[Signature] 1/28/11
BUYER DATE
Stephen P. Hilton

BUYER DATE

[Signature] 1/28/11
SELLER DATE
Kenneth A. Curlew

[Signature] 1/28/11
SELLER DATE
Sherrie M. Curlew



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Harborcity Realty 502B Woodford Street Portland, ME 04103
Phone: (207)775-1991

Fax: (207)775-6451 Jean Russo

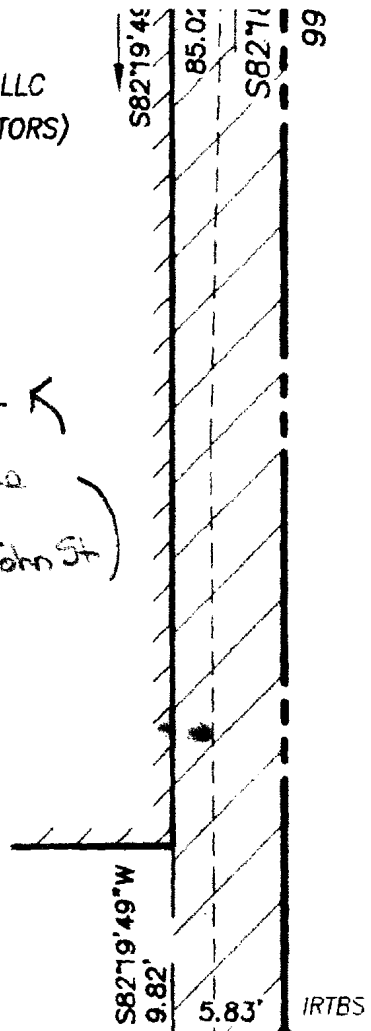
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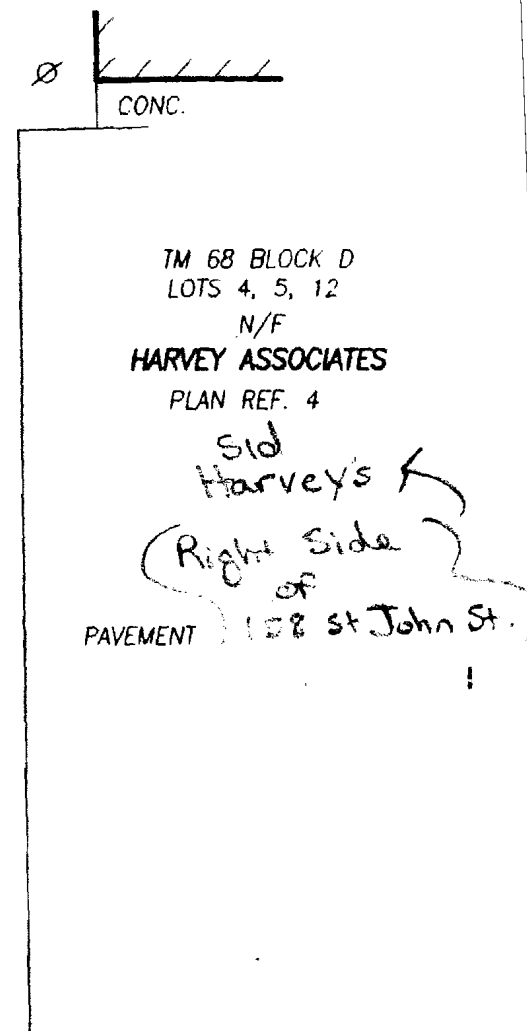
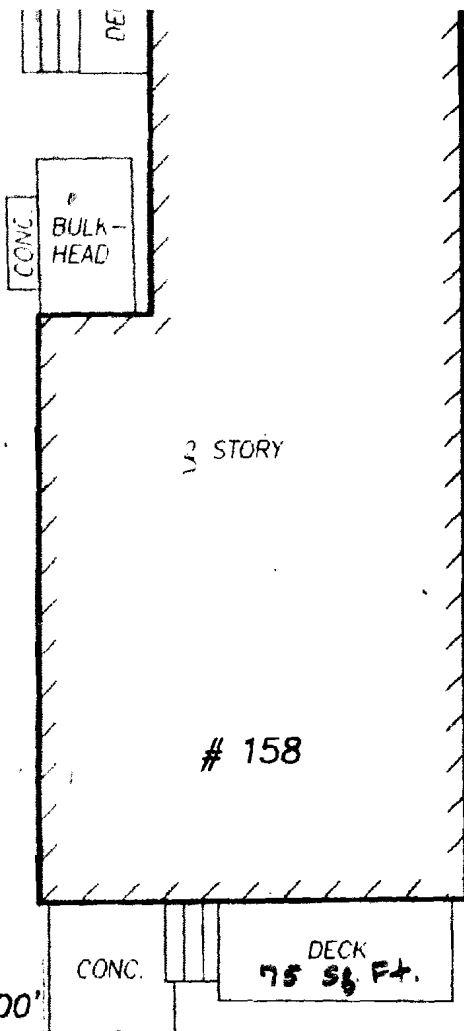
158 St. John Street

N/F
J&S PROPERTIES LLC
(HARRIS DISTRIBUTORS)
13528/124
PLAN REF. 5

The
paper
Center ←
(Left side
of
158 St. John St.)



GRAVEL



S07°41'22"E

N07°41'22"W

PAVED SIDEWALK

ST. JOHN STREET

PAVED - PUBLIC

(Across the Street From
158 St. John Street)

↓
The Granite Group ←

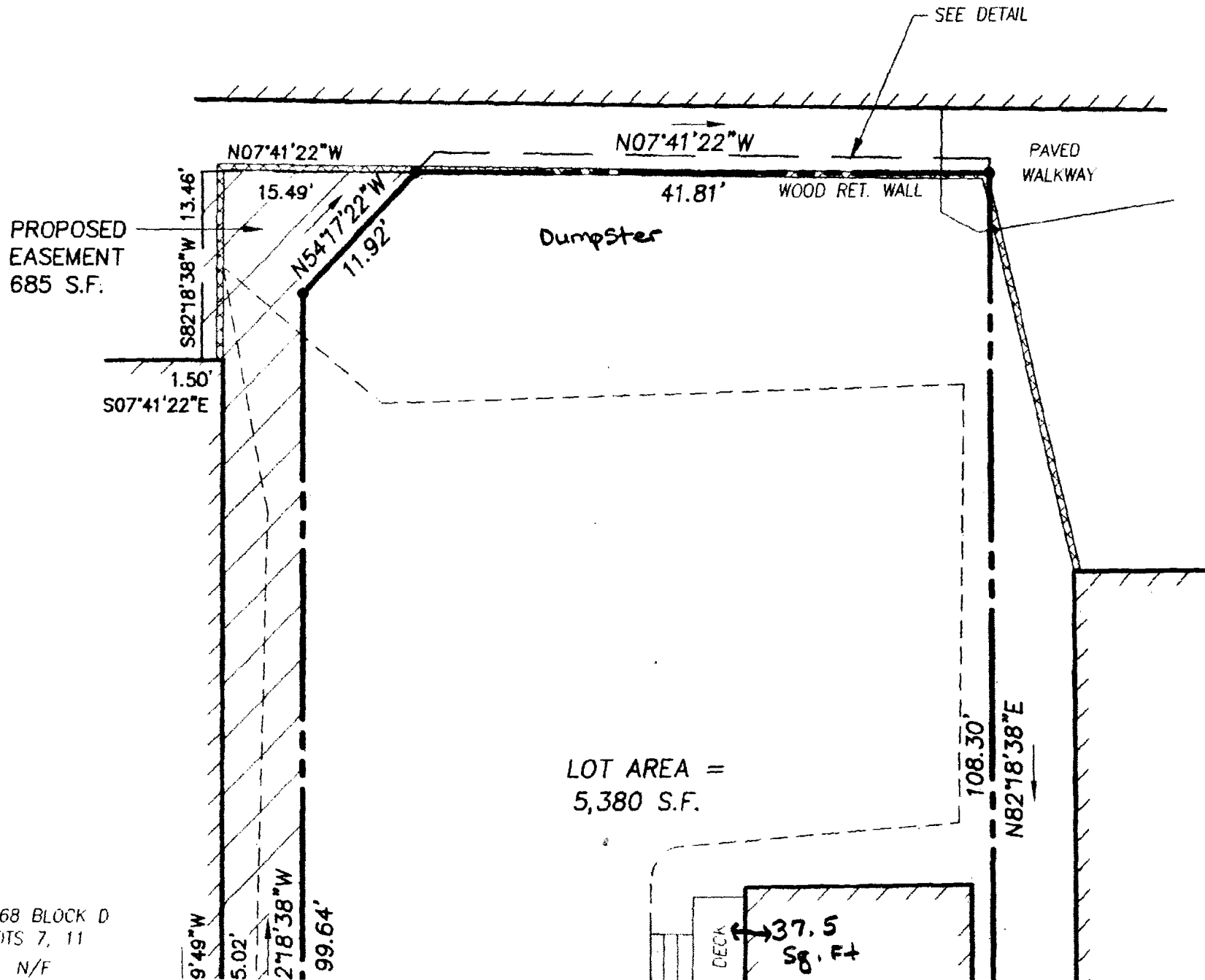
Redlon & Johnson

N/F

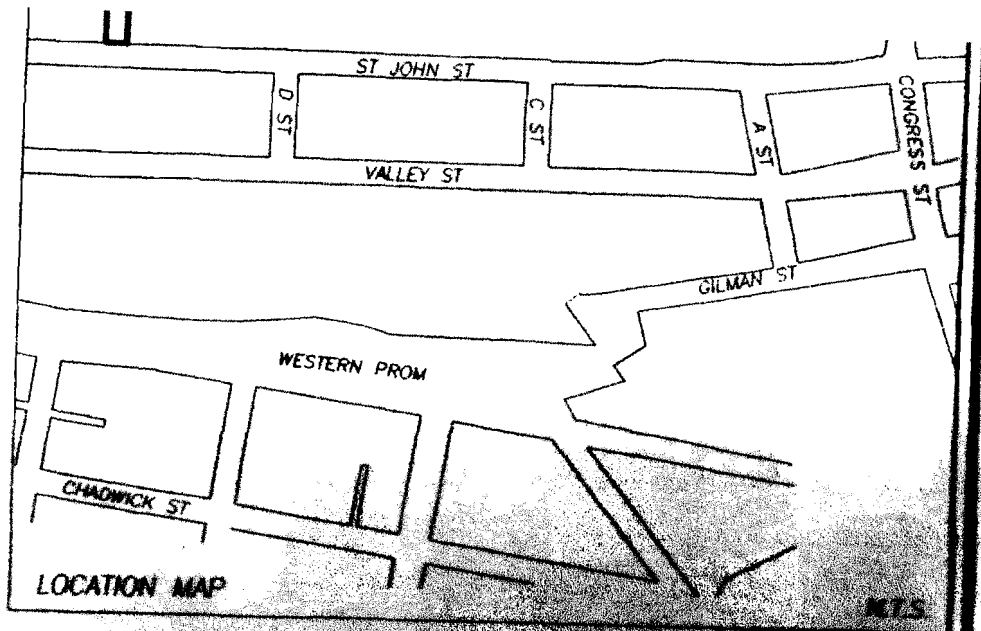
FACTORS FINANCIAL FRC, INC.

17781/288

↖
(In back of
158 St. John Street)



TM 68 BLOCK D
LOTS 7, 11
N/F



REV. 2	11-16-04	ADD J&S PROPOSED EASEMENT
REV. 1	08-05-04	ADD NEW WOOD RETAINING WALL FOR EASEMENT WITH FACTORS FINANCIAL FRC, INC

BOUNDARY SURVEY
 ON
 ST. JOHN STREET, PORTLAND, MAINE
 MADE FOR
WAYNE'S PLUMBING & HEATING
 158 ST. JOHN STREET, PORTLAND, MAINE


OWEN HASKELL, INC.
 16 CASCO ST., PORTLAND, ME 04101 (207) 774-0424
 PROFESSIONAL LAND SURVEYORS

Drwn By	WCS	Date	Job No.
Trace By	JLW	JULY 11, 2003	2003-120P
Check By	WCS	Scale	Drwg. No.
Book No.	972	1" = 10'	1

1. OWNER OF RECORD. ROBERT WAYNE AND KENNETH A. CURLEW
C.C.R.D. BOOK 13599 PAGE 112
2. PARCEL IS SHOWN AS LOT 6 BLOCK D ON THE C.D. OF PORTLAND.

NOTES

NOTES

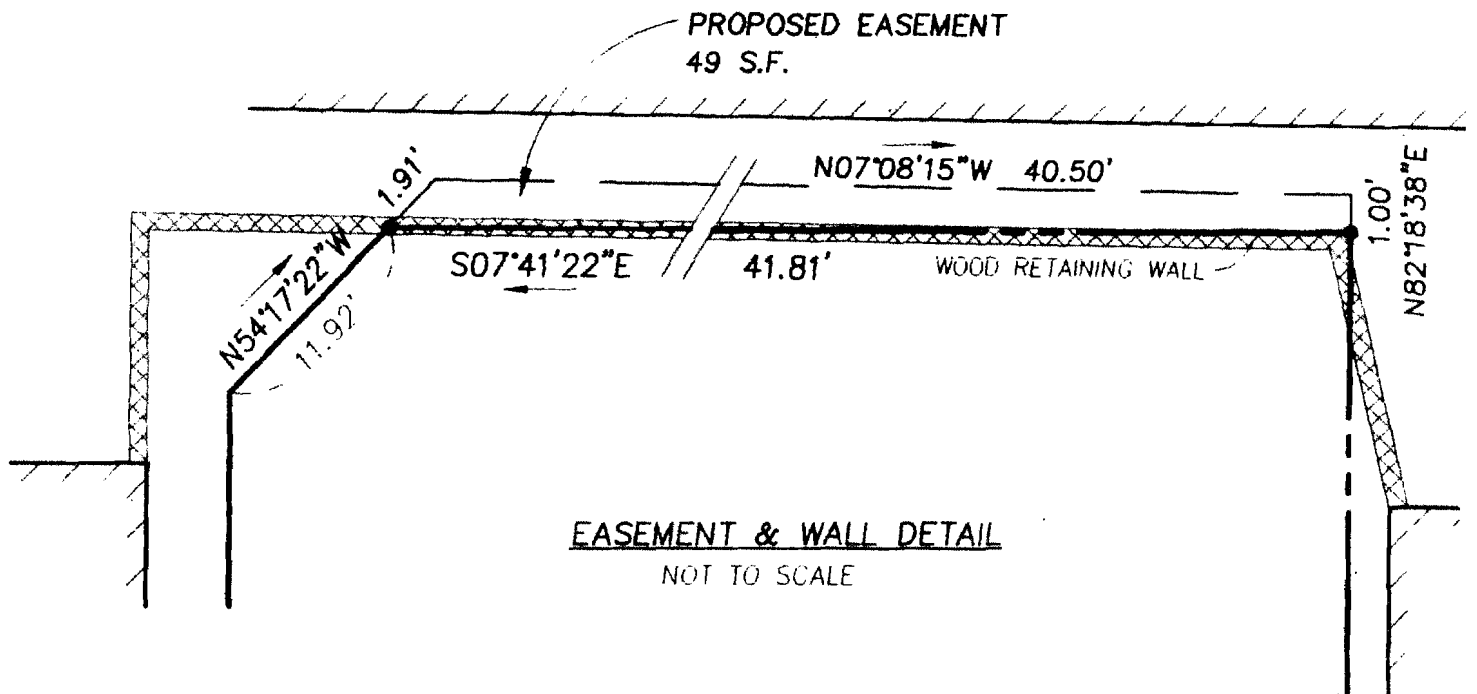
1. OWNER OF RECORD: ROBERT WAYNE AND KENNETH A. CURLEW
C.C.R.D. BOOK 13599 PAGE 112
2. PARCEL IS SHOWN AS LOT 6 BLOCK D ON THE CITY OF PORTLAND'S
ASSESSORS MAP 68.
3. BEARINGS ARE PER PLAN REFERENCE 3

LEGEND:

- Ø UTILITY POLE
==== CURB
● IRTBS 5/8" IRON ROD TO BE SET

GRAPHIC SCALE





PLAN REFERENCES

1. "STANDARD BOUNDARY SURVEY ON ST. JOHN STREET, PORTLAND, MAINE FOR PORTLAND EAGLES" DATED APRIL 2, 1990 BY OWEN HASKELL, INC.
2. "PLAN OF LAND ON ST. JOHN STREET, PORTLAND, MAINE MADE FOR CITY OF PORTLAND" DATED SEPT. 10, 1985 REV. 10 1/12/95 BY OWEN HASKELL, INC.
3. "PLAN OF LAND ON ST JOHN STREET, PORTLAND, MAINE MADE FOR ST. JOHN STREET REALTY TRUST" DATED SEPT. 10, 1985 REV 8 1/15/90 BY OWEN HASKELL, INC.
4. "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR THE CALIFORNIA OIL COMPANY" DATED 7-11-1960 BY H.I. & E.C. JORDAN SURVEYORS.
5. "PLAN OF PROPERTY, PORTLAND, MAINE MADE FOR HARRIS DISTRIBUTORS, INC." DATED NOV. 20, 1955 BY H.I. & E.C. JORDAN SURVEYORS.

Dining Area

160.07

Sq. Ft.

Livingroom

130.38

Sq. Ft.

3rd Floor

DENIED

(Bedroom Apartment)

Kitchen

62.5

Sq. Ft.

Toilet

Full

Bathroom

33.85

Sq. Ft.

Full
Tub/Shower

Fridge

Front stairs to 2nd Fl 24.38 Sq. Ft.

(Front
Entrance)

Door

Sink

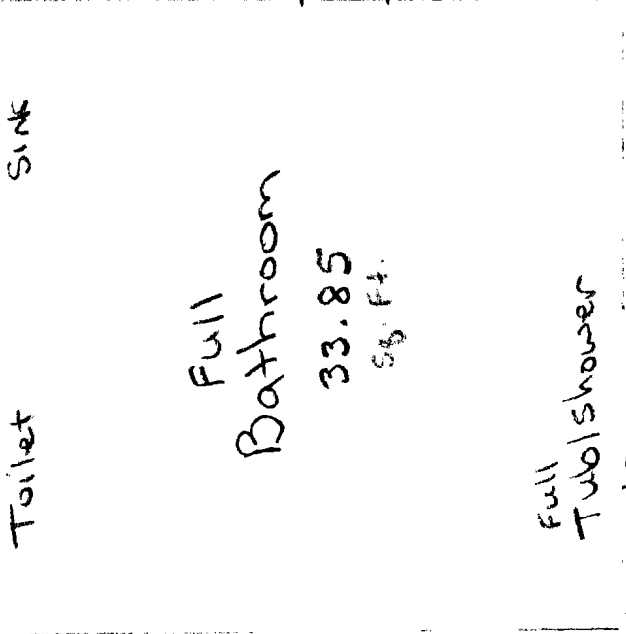
Stove

Sink

Bedroom

105.73

Sq. Ft.



(Back
Entrance)
Door

Back stairs to 2nd Fl 11.61 Sq. Ft.

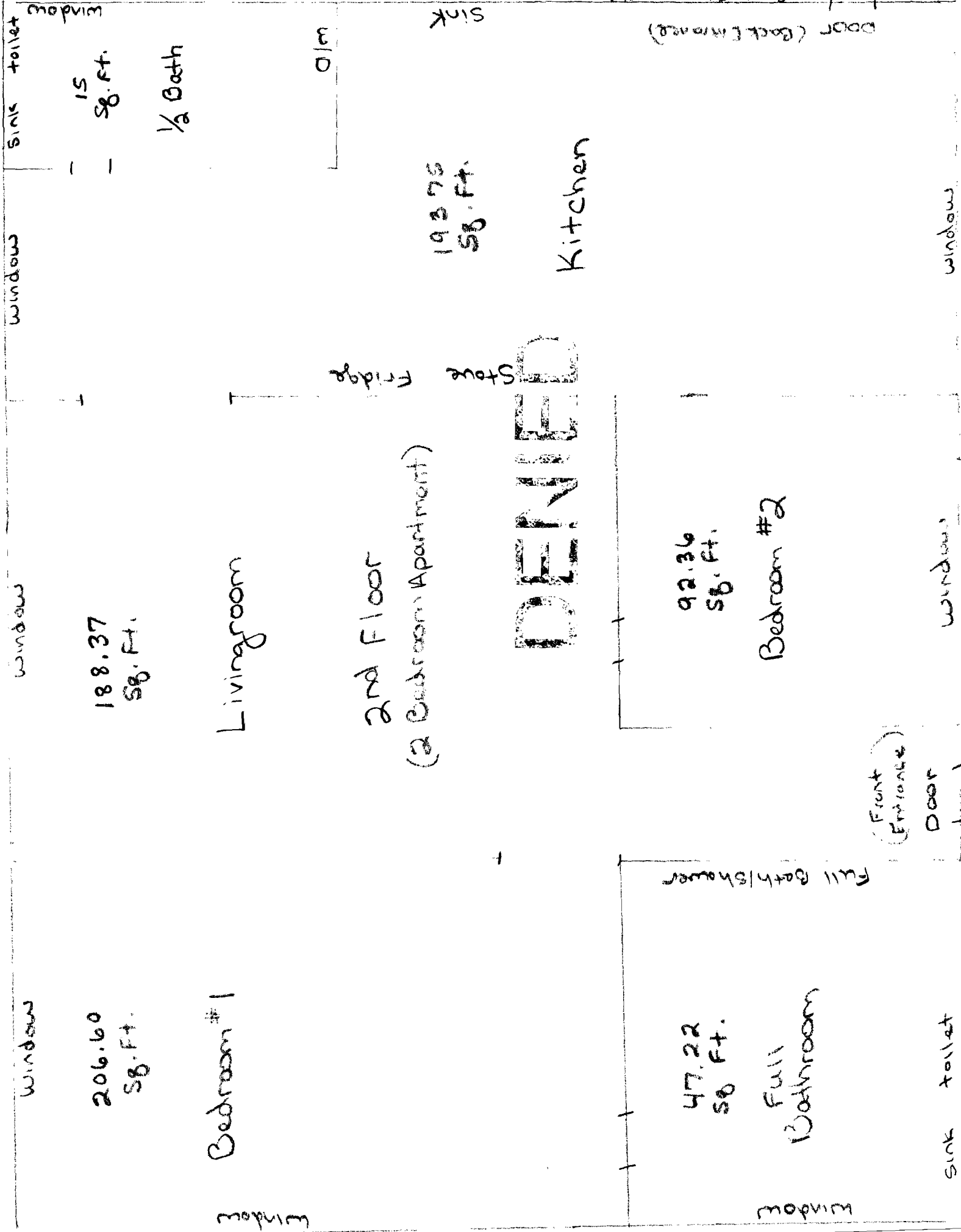
Window

Window

Window

Back Stairway to 2nd Fl 12.15 Sq. Ft.

24.38 58 ft - Back Stairs to 1st / Back Hall 12.15 58 ft



Sinks toilet
15 sq. ft.

1/2 Bath

O/M

193.75 sq. ft.

Kitchen

DOOR (Back Entrance)

Window

Window

Window

188.37 sq. ft.

Livingroom

Fridge

Stove

DENIED

2nd Floor
(2 Bedroom Apartment)

92.36 sq. ft.

Bedroom #2

Window

(Front Entrance)

DOOR

Front Stairway Front Hall 20.38 sq. ft.

Window

206.60 sq. ft.

Bedroom #1

Full Bath/Shower

47.22 sq. ft.

Full Bathroom

Sink toilet

Front Stairs to 1st Fl 26.25 sq. ft.

Window

Window

Window

Bedroom #1

206.60
sq. Ft.

Front
(Entrances)

Door

Window

Window

Window

188.37
sq. Ft.

Livingroom

1st Floor

(2 Bedroom Apartment)

Fridge

Stove

Window

(Back Entrance)

Door

Kitchen

193.75
sq. Ft.

Sink

Back Wall 15.58 ft.

DENIED

Door

47.22
sq. Ft.

Front
Hallway

Door

Toilet Shower

3/4
Bathroom

36.11
sq. Ft.

Sink

Window

Window

Window

Front Stairway to Basement 22.5 sq. Ft.

Storage

Bulkhead
(Back Entrance)

- Gas Boiler 1st Floor
- Gas Boiler 2nd Floor
- Gas Boiler 3rd Floor

Office

79.86
Sq. Ft.

Sink

Basement

72.92
Sq. Ft.

Toilet

Storage

529.52
Sq. Ft.

DENIED
Storage

22.5
Sq. Ft.

Basement

To

Stairs

Entrance

Front