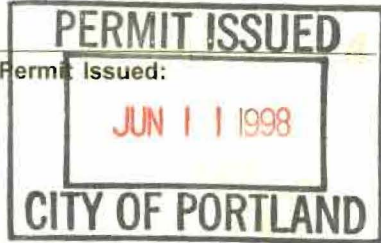


City of Portland, Maine - Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 248 Dartmouth St		Owner: Vardie, Lance & Gina		Phone: 773-3481		Permit No: 9 80611			
Owner Address: 3AA 04102		Lessee/Buyer's Name:		Phone:		BusinessName:			
Contractor Name: Owner		Address:		Phone:		Permit Issued: JUN 11 1998			
Past Use: 1-12m		Proposed Use:		COST OF WORK: \$ 3,100.00		PERMIT FEE: \$ 35.00			
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:			
				Signature:		Signature:			
Proposed Project Description: Install skylight in livingroom, open walls between livingroom & kitchen/and diargroom, livingroom Repair wells in rear bedroom				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>				Zone: CBL: 080-A-019	
Permit Taken By: HG		Date Applied For: 08 June 1998						Zoning Approval: 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"/>	



PERMIT ISSUED WITH REQUIREMENTS

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..

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

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 provisions of the code(s) applicable to such permit

08 June 1998

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT

COMMENTS

6-15-98 Spoke with owner. Will call when work starts

6-19-98 Framing is all completed
11/6/00 Completed Close-out job

Type	Inspection Record	Date
Foundation:	_____	_____
Framing:	_____	_____
Plumbing:	_____	_____
Final:	_____	_____
Other:	_____	_____

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Additions/Alterations/Accessory Structures
To Detached Single Family Dwelling**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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: <i>248 DARTMOUTH ST. PORTLAND 04102</i>

Tax Assessor's Chart, Block & Lot Number Chart# <i>80</i> Block# <i>A</i> Lot# <i>19</i>	Owner: <i>LANCE and GINA VARDIS</i>	Telephone#: <i>773-3481</i>
Owner's Address: <i>SAME</i>	Lessee/Buyer's Name (If Applicable)	Cost Of Work: <i>\$ 3100.00</i> Fee <i>\$ 35.00</i>
Proposed Project Description: (Please be as specific as possible) <i>① INSTALL SKYLIGHT IN LIVING ROOM @ OPEN WALLS BETWEEN LIVING ROOM + KITCHEN / and dining room, living room. ② REPAIR WALLS IN REAR BEDROOM</i>		
Contractor's Name, Address & Telephone <i>Owner doing work</i>		Rec'd By: <i>MJV</i>

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

4) Building Plans (Sample Attached)

A complete set of construction drawings showing all of the following elements of construction:

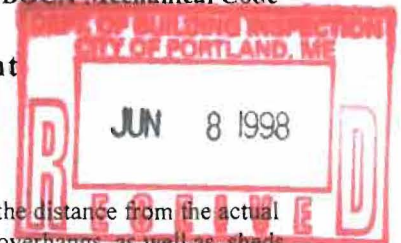
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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>Lance J Vardis</i>	Date: <i>6-8-98</i>
-----------------------------------------------	---------------------

Site Review Fee: \$150.00/Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.



PURCHASE AND SALE AGREEMENT

DECEMBER 24, 1977

December 30, 1977 effective date

RECEIVED OF: LANCE M. VARDIS (hereinafter called "Buyer") the sum of (\$1500.00) dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of PORTLAND County of CUMBERLAND State of Maine located at 248 DARTMOUTH Being (all part of) the property at the above address owned by ERNIE BRIEN AND MARIE BRIEN (hereinafter called "Seller") and described at said County's Registry of Deeds Book 4668 Page 287

FIXTURES: The parties agree that all fixtures, including but not limited to existing storm and screen windows shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following:

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost

The TOTAL purchase price being (\$50,000 -) FIFTY THOUSAND to be paid as follows CASH OR CERTIFIED CHECK AT CLOSING

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

1. EARNEST MONEY/ACCEPTANCE: ERNIE BRIEN shall hold said earnest money in the amount of \$1500.00 and act as escrow agent until closing; this offer shall be valid until Dec. 29, 1977 (date) NOON and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

2. TITLE: That a deed, conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall execute all necessary papers on JANUARY 30, 1978 (date) or before if agreed in writing. If Seller is unable to convey in accordance with the provisions of the paragraph, then Seller shall have a reasonable time period, not to exceed 30 days from the time seller is notified of the defect, unless otherwise agreed by both parties, to remedy the title, after which time, if such defect is not corrected so that there is a marketable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

3. DEED: That the property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants of record and usual public utilities servicing the property.

4. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

5. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean 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 for the purpose of determining that the premises are in the same condition as on the date of this contract.

6. PRORATIONS: The following items shall be prorated as of the date of closing:

- A. Real Estate Taxes based on the municipality's fiscal year, or as follows
B. Fuel (terms)
C. Metered utilities shall be paid by Seller through the date of closing unless otherwise agreed.

7. INSPECTIONS. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Buyer acknowledges receipt of disclosure form attached hereto. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer.

Type of Inspection	Yes	No	Results Reported to Seller	Type of Inspection	Yes	No	Results Reported to Seller
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days	f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	g. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	h. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	i.	<input type="checkbox"/>	<input type="checkbox"/>	within ___ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	j.	<input type="checkbox"/>	<input type="checkbox"/>	within ___ days

The use of days is intended to mean from the effective date of the contract. All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer may declare the contract 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 that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

8. FINANCING. This contract is subject to an approved CONVENTIONAL mortgage of 80 % of the purchase price, at an interest rate not to exceed 8 % and amortized over a period of not less than 15 years. Seller agrees to pay no more than 0 points, and Buyer agrees to pay no more than 1 points, if required by the lender on the above mortgage.

- This contract is subject to a written statement from the lender, within ___ (___) days of Effective Date, that Buyer has made application. Loan approval shall be obtained within ___ (___) days of the Effective Date of this contract.
- Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.

9. AGENCY DISCLOSURE: Buyer and Seller acknowledges they have been advised of the following agency relationships.

The None of ___ Agency represents ___
Listing Agent

The None of ___ Agency represents ___
Selling Agent

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

10. DEFAULT: If Buyer fails to consummate this transaction, this contract shall, at the option of Seller, be terminated, and Buyer shall forfeit said earnest money. In the event of default by either party, all available legal and equitable remedies after mediation may be employed. The escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

11. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of the transaction.

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

13. HEIRS/ASSIGNS: This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

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

15. ADDENDA _____ Yes _____ No
(number)

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive closing statements.

18. OTHER CONDITIONS: *Seller agrees to pay closing costs on Buyer's behalf not to exceed 2000⁰⁰ (Two Thousand Dollars). Any costs on Buyer's behalf that exceed 2000⁰⁰ (Two Thousand Dollars) are the responsibility of the Buyer.*

A copy of this contract 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 Bureau of Taxation.

Jane J. Vardi
BUYER

011-56-1480
SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's mailing address is *56 NORTH ST #307 PORTLAND, ME 04101*

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 the commission for services.

If the earnest money is forfeited by Buyer, it shall be distributed as follows:

Signed this *30th* day of *DECEMBER*, 19 *97*

Ernest W. Conner
SELLER

004-14-9336
SS# OR TAXPAYER ID#

Marie H. Brien
SELLER

006-10-7247
SS# OR TAXPAYER ID#

Seller's mailing address is *92 WILLIAM ST. PORTLAND, MAINE 04103*

Offer reviewed and refused on _____, 19 _____

SELLER

SELLER

EXTENSION

The time for the performance of this contract is extended until _____

DATE

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE

ADDENDUM

This Addendum is made the Fifteenth day of January, 1998 and is added to and amends that certain agreement by and between Ernie and Marie Brien as Sellers and Lance Vardis as Buyer which contract/agreement is dated the Thirtieth day of December, 1997 on the single family residence at 248 Dartmouth Street, Portland, Maine.

Gina Vardis is to be listed as an additional buyer on the contract.

Lance J Vardis 1/15/98
Buyer(s)

Ernest H Brien
Seller(s)

Gina M Vardis 1/15/98
Buyer(s)

Marie H Brien
Seller(s)

THIS IS NOT A BOUNDARY SURVEY

MORTGAGE INSPECTION OF: DEED BOOK 4668 PAGE 287 COUNTY Somberland
PLAN BOOK ----- PAGE ----- LOT -----

ADDRESS: 248 Dartmouth Street, Portland, Maine

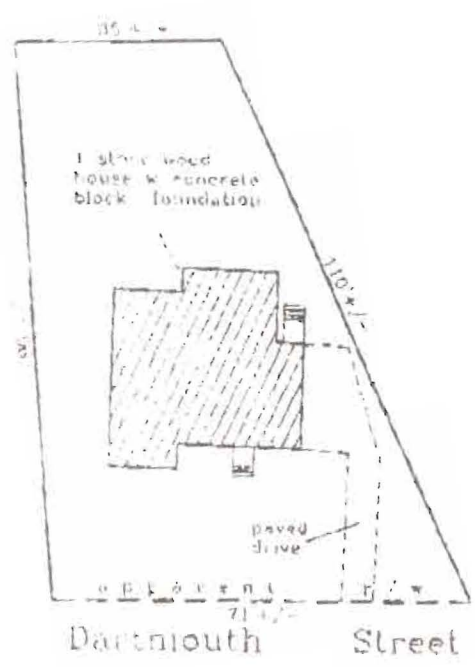
Job Number: 183-37

Inspection Date: 1-19-98

Scale: 1" = 30'

Buyers: Lance & Gina Varois

Sellers: Ernie & Marie Brien



[Handwritten Signature]

I HEREBY CERTIFY TO Guaranty Title Schaefer Mortgage Corp.
and its title insurer
Monuments found did not conflict with the deed description.
The existing setbacks do not violate town zoning requirements.
As delineated on the Federal Emergency Management Agency Community
Panel 251251-00135.
The structure does not fall within the special flood hazard zone.
The land does not fall within the special flood hazard zone.
Wetlands have not been delineated.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

Livingston - Hughes
Professional Land Surveyors & Foresters
80 Guinea Road
Kennebunkport - Maine 04046
207-967-9761 phone 207-987-4831 fax

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

BUILDING PERMIT REPORT

DATE: 11 June 98 ADDRESS: 248 Danforth ST. (080-A-019)
 REASON FOR PERMIT: To make interior renovations
 BUILDING OWNER: Vardis
 CONTRACTOR: SAA
 PERMIT APPLICANT: SAA
 USE GROUP: R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1 *12 *16

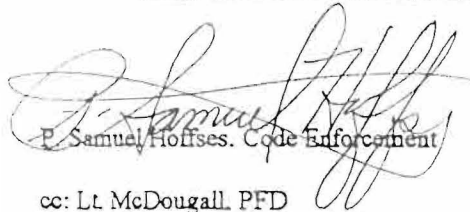
1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42" , except Use Group R which is 36" In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38" Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2".
9. Headroom in habitable space is a minimum of 7'6"
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.)
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the

provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

- 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
- 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- 19. The Sprinkler System shall maintained to NFPA #13 Standard.
- 20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSa refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code.
- X 24. All electrical, plumbing and HVAC permits must be obtained, by a Master-Licensed holders of their trade.
- 25. All requirements must be met before a final Certificate of Occupancy is issued.
- X 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- 27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).
- 28. Please read and implement the attached Land Use-Zoning report requirements.
- X 29. This permit does NOT authorize the removal of bearing walls.
IF you are removing bearing wall a design professional must design change.
- 30. _____
- 31. _____
- 32. _____



P. Samuel Hoffses, Code Enforcement

cc: Lt. McDougall, PFD
Marge Schmuckal