

Location of Construction: 93 Falmouth St. Portland 04102		Owner: Louise D. Barnes		Phone: (207) 856-8443		Permit No: 990513 ISSUED
Owner Address: 93 Falmouth St. Portland 04102		Lessee/Buyer's Name: *Paul B. Dailey		Phone:		
Contractor Name: Glen Rodney		Address: 272 Danforth St. Portland 04102		Phone: (207) 775-6270		Zone: B-5 CBL: 117-A-007 Zoning Approval: OK 5/20/99 Special Zone or Reviews: <input type="checkbox"/> Shoreland NA <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Zone C <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>
Past Use: 2 Unit Finished & Semi Finished Space		Proposed Use: Finished Livable Space Residential		COST OF WORK: \$ 33,000.00		
Proposed Project Description: Change of use 2 To 3 dwelling units Finish Attic /3rd Apt. Interior Renovations		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group A2 Type: 5B BOCA 96		Signature: _____ Date: _____
				Signature: _____		
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		
Permit Taken By: U.B.		Date Applied For: May 14th, 1999				PERMIT ISSUED WITH REQUIREMENTS 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 :Send To: Paul Dailey 41 Meadowbrook Rd. Brunswick, Me. 04011

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..

SIGNATURE OF APPLICANT	ADDRESS:	DATE: May 14th, 1999	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

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: _____

CEO DISTRICT 2

COMMENTS

11/12/99 - Met owner on site - Plumbing OK - Building - major issues - discussed w/owner (stairs, fire doors etc) - will meet contractor 11/17/99 @ 2:00 - TM+TM

11/16/99 - Referred to P.S.H. & Lt. Mac -

Lam Beam to be re-supported / 7 3/4 x 10. Stair ok per PSH - window to be upgraded to meet Code - 2 hr Rating exists w/ current materials between 2nd & 3rd per PSH & Lt. Mac. - Contractor will call for re-inspect (K)

1-13-00 Bedroom window is 28.5 x 25 - too small; need specs for para. beam. will contact contractor for

3/8/00 - still need specs on Lam Beam - Window window will be made compliant. front stairs will meet 7-11 - Rear Stairs Bldr w/call PSH (K)

3/28/00 Visit site w/ PSH & Lt Mac - spoke w/ James Smith on phone - covered following items -
 ① Still need specs on Lam beam. ② Bedroom windows will be made Code compliant. ③ front stairs will meet 7-11 when done - Rear stairs 3rd existing ok per P.S.H. & Lt. Mac - fire doors will be installed front & rear at all levels. Talked w/ furnace installer - he is faxing in specs on furnace & mfg chimney on 3rd (K)

✓
 Furnace installed
 Vincent Shores
 2
 657-6098
 650 0116

Inspection Record

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
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

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 (include Portion of Building): <i>93 Falmouth St. 04102</i>			
Total Square Footage of Proposed Structure	<i>1281</i>	Square Footage of Lot	<i>9412</i>
Tax Assessor's Chart, Block & Lot Number	Owner:	Telephone#:	
Chart# <i>117</i> Block# <i>A</i> Lot# <i>7</i>	<i>Louise D Barnes</i>	<i>856-8443</i>	
Owner's Address:	Lessee/Buyer's Name (If Applicable)	Cost Of Work:	Fee
<i>93 Falmouth St. 04102</i>	<i>Paul B Dailey</i>	<i>\$33,000</i>	<i>\$185</i>
Proposed Project Description: (Please be as specific as possible) <i>Finishing Attic to make a third apt. unit All work is interior and limited to 3rd unit construction</i>			
Contractor's Name, Address & Telephone			Rec'd By
<i>Glen Rodney 272 Danforth St. Portland 775-6270</i>			<i>US</i>
Current Use: <i>Finished and Semi-finished Space</i>		Proposed Use: <i>Finished Livable Space Residential</i>	
<i>2-UNIT</i>		<i>3-UNIT</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, Ventillation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- * SEND TO ***
- 1) A Copy of Your Deed or Purchase and Sale Agreement
 - 2) A Copy of your Construction Contract, if available
 - 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered professional

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

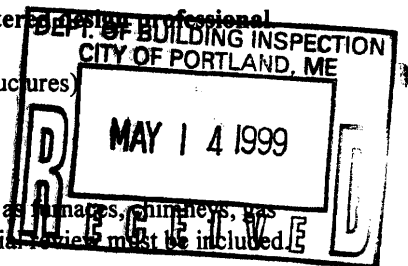
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, etc. 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>Paul B Dailey</i>	Date: <i>May 7, 1999</i>
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Building Permit Fee: \$25.00 for the 1st \$1,000.00 cost plus \$5.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum



BUILDING PERMIT REPORT

DATE: 15 May 99 ADDRESS: 93 Falmouth St CBL: 117-A-007
REASON FOR PERMIT: Change of use 2 dwelling units To 3 dwelling units
BUILDING OWNER: Louise D. Barnes
PERMIT APPLICANT: Contractor Glen Rodney
USE GROUP R-2 BOCA 1996 CONSTRUCTION TYPE 503

CONDITION(S) OF APPROVAL

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

Approved with the following conditions: *1, *9, *10, *11, *12, *13, *14, *15, *16, *17, *19, *27, *29, *30, *32, *33, *34

- *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. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. 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.
8. 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 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
*9. 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). Chapter 12 & NFPA 211
*10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
*11. 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 3e4" 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". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
*12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
*13. 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. (Section 1014.0)
*14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
*15. 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. (Section 1018.6)
*16. 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. (Section 1010.1)
*17. 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.) (Section 710.0)

- 18. The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)
- * 19. 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 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) Section 920.3.2.
- 20. 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. (Section 921.0)
- 21. The Fire Alarm System shall maintained to NFPA #72 Standard.
- 22. The Sprinkler System shall maintained to NFPA #13 Standard.
- 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
- 24. 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".
- 25. 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 the Division of Inspection Services.
- 26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
- * 27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 28. All requirements must be met before a final Certificate of Occupancy is issued.
- * 29. 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).
- * 30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- (31) Please read and implement the attached Land Use Zoning report requirements. *to remain 3 units*
- * 32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
- * 33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
- * 34. A ~~two~~ hour Fire separation must be made between unit 2 and proposed unit 3.
- 35. _____
- 36. _____

[Signature]
 Daniel Hoffses, Building Inspector
 ccf *[Signature]* Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator

PSH 12-14-98

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

Applicant: Paul Daily contractor Date: 5/20/99

Address: 93 Falmouth St. C-B-L: 117-A-7

CHECK-LIST AGAINST ZONING ORDINANCE

Date - Existing

Zone Location - R-5

Interior or corner lot -

Proposed Use/Work - interior alterations: change of use from 2 to 3 units and one dormer

Sevage Disposal - City

Lot Street Frontage -

Apt 1 = 1320^{sq}

Front Yard -

Apt 2 = 1320^{sq}

Rear Yard -

No change

Apt 3 = 1176^{sq}

Side Yard -

Projections -

Width of Lot -

Height - existing

Lot Area -

9,412^{sq} per CAMA

Lot Coverage/ Impervious Surface -

Area per Family - 3,000^{sq}/unit or 9,000^{sq} req - 9,412^{sq} shown

Off-street Parking - 1 + 1 + 1/2 spc req = 3 1/2 spaces req - 4 to 6 spaces Avail.

Loading Bays - N/A

Site Plan -

Shoreland Zoning/ Stream Protection - N/A

No open, exterior stairways are shown

Flood Plains - Zone C

252 U.S. ROUTE ONE
(207) 883-4327

THE REAL ESTATE STORE - APPLABLE COMMERCIAL
CONTRACT FOR THE SALE OF REAL ESTATE

SCARBOROUGH MAINE

April 8, 1999

RECEIVED OF Paul Dailey and/or Assigns whose mailing address is 41 Meadowbrook Rd., Brunswick, ME 04011 hereinafter called the "Purchaser", the sum of (\$ 1,000.00) One thousand dollars as earnest money and in part payment on account of the purchase of the real estate at 93 Falmouth Street in the town/city of Portland in the County of Cumberland State of Maine, currently owned by Laurie Brooks hereinafter called the "Seller", described as follows: a two unit with all land presently owned by Seller at this address.

(Title Reference: Book 3856 Page 245 Cumberland County Registry of Deeds)

- 1. FIXTURES: All fixtures are to be included in this sale, including, but not limited to, all existing storm windows and screens, shades and/or blinds, awnings, curtain rods, and electrical fixtures, but excluding None
- 2. PERSONAL PROPERTY: The following items of personal property are included in this sale Two stoves, two refrigerators
- 3. PURCHASE PRICE: The total purchase price is (\$ 5164,900.00) One hundred sixty four thousand nine hundred dollars with payment to be made as follows: \$1,000.00 One thousand dollar Earnest Money upon acceptance of this offer and the balance in cash or certified check at the transfer of title.

4. ACCEPTANCE: The Seller's acceptance shall be given on or before April 9, 1999

5. EARNEST MONEY: The earnest money is received and held by ERA Home Sellers who shall act as escrow agent until transfer of title. In the event of the Seller's non-acceptance, this earnest money shall be promptly returned to the Purchaser.

6. CLOSING DATE: A good and sufficient deed conveying marketable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser, and this transaction shall be closed, and the Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within 15 days of the Effective Date of this Contract.

7. POSSESSION/OCCUPANCY: Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by both the Purchaser and Seller. Property to be broom clean, free of tenants, personal property and debris. Purchaser may do a walk thru inspection within 48 hours of transfer to ascertain that property is in substantially the same condition as of the date of this contract.

8. FINANCING: This contract is subject to the Purchaser obtaining an approved Conventional or FHA 203K Financing of at least 95 % of the purchase price, at a X fixed or adjustable initial interest rate not to exceed prevailing and amortized over a period of not less than 30 years, with Purchaser paying not more than 0 points.

a. The Purchaser is under good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of the Effective Date of this Contract. The Purchaser acknowledges that a breach of this good-faith obligation will be a breach of the Contract.

b. This Contract is subject to (1) a written statement from the lender within 15 days of the Effective Date of this Contract indicating that the Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within 30 days of the Effective Date of this Contract. If either of such loan approvals is not obtained within said time periods, the Sellers may declare this Contract null and void and the earnest money shall be promptly returned to the Purchaser.

9. POINTS: The Seller agrees to pay \$ 0 towards points and/or closing costs.

10. INSPECTIONS: The Purchaser is encouraged to seek information from professionals regarding any specific issues or concerns. It is recommended that the Purchaser have the following inspections. This Contract is subject to the following inspections with results being satisfactory.

TYPE OF INSPECTION	YES		NO		YES	NO	
	YES	NO	YES	NO		YES	NO
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days
b. Sewer Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	g. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days
c. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	h. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days
d. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days	i. Env. Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days
e. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days		<input type="checkbox"/>	<input checked="" type="checkbox"/>	within ___ days

("Days" means from the Effective Date)

All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection is unsatisfactory to the Purchaser, (s)he may, by notifying the Seller in writing within the specified number of days, declare this Contract null and void and any earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by the Purchaser with respect to that inspection. In the absence of the inspections listed above, the Purchaser is relying completely upon his/her own opinion as to the condition of the premises.

11. WATER TEST: If the water supply to the premises is private, the Seller at his own expense will provide a New Water Supply test with "Satisfactory" results in accordance with the requirements of the State Bureau of Health and/or leading institution within N/A days of the Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to the Purchaser. If the results are unacceptable to the Purchaser, (s)he may, by notifying the Seller in writing within 3 days after receiving the test results, declare this Contract null and void and the earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that the water test results are unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser.

12. DISCLOSURE: The Purchaser acknowledges receipt of Seller's written disclosure regarding

Water source	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>	Sewage disposal	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Insulation	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>	Hazardous Waste	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>

If any of the above items is marked "no", the information is not currently available and this Contract is subject to the Purchaser receiving and approving that information within 5 days of the Effective Date of this Contract.

13. PRORATIONS: The following items shall be pro-rated as of transfer of title: Diesel oil; rent; security deposits; assoc. fees; sewer; and real estate taxes for the fiscal year. (Seller is responsible for any unpaid taxes for prior years). Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Security deposits of \$1,000.00 to be given in the form of a personal check to Purchaser at transfer of title.

14. **DEED:** The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, assessments and resolution of record and shall be subject to applicable local use laws and regulations.
15. **TITLE:** Should the title prove defective, then the Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agree to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, then the Purchaser may, within 30 days thereafter, at his option, withdraw said earnest money and be relieved from all obligations hereunder.
16. **RISK OF LOSS:** The risk of loss or damage to the premises by fire or otherwise until transfer of title is assumed by the Seller. The premises are to be delivered in substantially the same condition as of the date of this Contract, reasonable wear and tear excepted, unless otherwise agreed to.
17. **DEFAULT:** In the event the Purchaser fails to perform any of the terms of this Contract, this Contract shall, at the Seller's option be terminated and the Purchaser shall forfeit the earnest money and the Seller may employ all available legal and equitable remedies. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written authorization signed by both parties, or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.
18. **AGENCY DISCLOSURE:** Buyer and seller acknowledge the following agency relationships and represent to each other that no other brokers are involved in this sale or due any commission or fee.
- | | | | | |
|---|-----|---|-----------|--|
| <u>Ann Lindquist</u>
Listing Agent | and | <u>ERA HOME SELLERS</u>
Company | represent | <input checked="" type="checkbox"/> Seller Exclusively
<input type="checkbox"/> Disclosed Dual Agency |
| <u>Kevin D'Amboise</u>
Selling Agent | and | <u>The Real Estate Store</u>
Company | represent | <input type="checkbox"/> Seller Exclusively
<input checked="" type="checkbox"/> Buyer Exclusively
<input type="checkbox"/> Disclosed Dual Agency |
19. **DISPUTE:** 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 this transaction.
20. **WITHHOLDING:** The seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale proceeds unless the Seller certifies (s)he is a resident of Maine at the time of closing or is otherwise exempt from this provision.
21. **HEIRS:** This Contract shall extend to and be obligatory upon heirs, personal representative, successors and assigns of the respective parties.
22. **WRITTEN AGREEMENT:** This Contract completely expresses the obligation of the parties, and this Contract is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements nor representations not contained in this Contract made by the other or on either behalf. This Contract will be construed according to the laws of the State of Maine.
23. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Sellers and Purchaser and when that fact has been communicated to all parties or to their agents.
24. **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.
25. **AGENCY CONFIDENTIALITY:** Purchaser and Seller understand that this Contract is confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, sponsors, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive closing statements.
Addendum Attached
26. Subject to Purchaser getting permit for third floor unit and FHA 203K financing on such.
27. Purchaser acknowledges by signature below that until transfer of title, Purchaser will not contact present tenants in regard to vacating their respective apartments.
28. Subject to Seller paying \$8,075.00 towards Purchaser's closing costs and prepaids.
29. *Purchaser to receive city permit for 3rd floor unit within fifteen (15) days of Effective Date of this Contract.* *RPB 4/19/99*

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, CONSULT AN ATTORNEY.

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

<u>April 8, 1999</u> DATE	<u>Paul B. Nadeau</u> PURCHASER	<u>006-74-3172</u> SOC. SEC. #
_____	PURCHASER	SOC. SEC. #

I/We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I/We further agree to pay the Broker for services according to the terms of the listing agreement. In the event the earnest money is forfeited by the Purchaser, one-half thereof shall be paid to the Broker and the remainder to me/us, provided, however, that the Broker's portion shall not exceed the full amount of the commission specified.

<u>4/13/99</u> DATE	<u>Kevin D. Amboise</u> SELLER	<u>074-34-5677</u> SOC. SEC. #
_____	SELLER	SOC. SEC. #

BROKER _____ **CO-BROKER** _____
 Effective Date (Final Acceptance Date) _____

*All references to "days" refers to calendar days

RPPLST7
RPP095

CAMA Real Property System - Residential Display
Parcel Id: 117- - A-007-001 01/01 Acct: B0672599

5/03/99
09:07

	LWR	1ST	2ND	3RD	AREA
A		MAIN	STR		1347
B		12			0171
C	50	10	10		0060
D		11			0045
E	50	15	15		0039
F					
G					
H					
I					

TOTAL AREA: 3161

```
+-----+
6--16+---+
+--9--+-8--+ C [
[ [ [
19 19 [
[ B [ [
[ [ 44
+-6--+ [
14 A [
[ [
+-+ [
15 +3+
[ [
*3---24-5-9--+
+-----+---5
E D
```

Return []

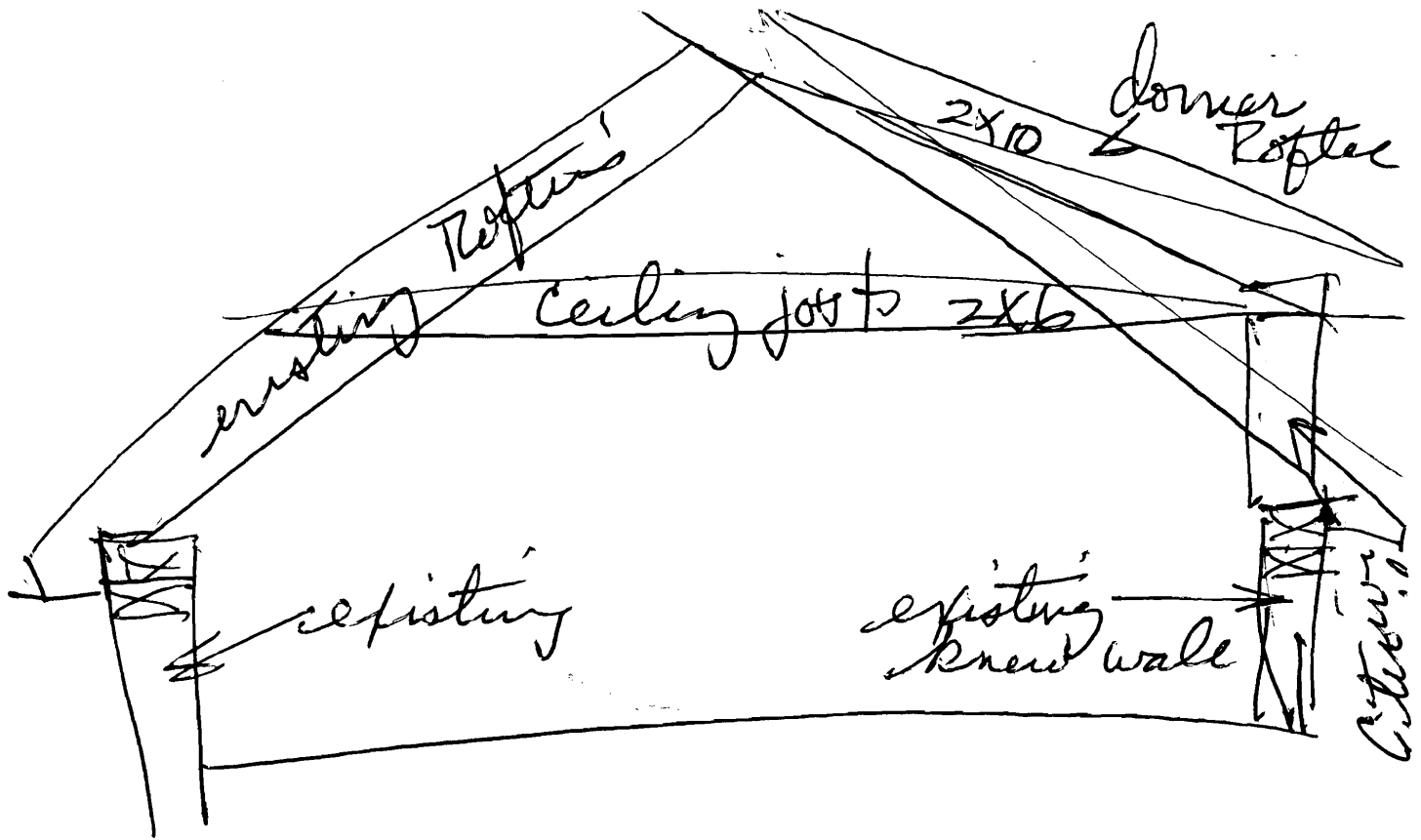
03 May 99
09:06

City of Portland, Maine
Real Estate Cross Reference by --> ADDRESS PB12

SKI

Acct #	Property Address	Land Value		
Cbl	Owner Name	Bldg Value	Total Billed	
B06725-99	0000093 FALMOUTH ST		\$28,440	
117- - A-007-001	BARNES LOUISE D	\$114,480		\$3,614.44
978240-99	0000096 FALMOUTH ST		\$2,948,670	
114-A- A-001-001	UNIVERSITY OF MAINE	\$18,697,005		\$.00
M14975-99	0000099 FALMOUTH ST		\$28,440	
117- - A-005-001	MANNING PETER J	\$149,040		\$4,488.46
C32807-99	0000105 FALMOUTH ST		\$26,640	
117- - A-003-001	CHAU SULAN	\$102,150		\$3,257.10
W17548-99	0000133 FALMOUTH ST		\$27,000	
081- - D-004-001	WHEELER BLAKE W & SUSAN C JTS		\$74,250	\$2,560.60
M61640-99	0000141 FALMOUTH ST		\$28,440	
081- - D-007-001	MONAGHAN ANNE P	\$109,710		\$3,316.78

Continue List Return



Interior walls will be 2x4 16" on center
 All plumbing walls to be 2x6 16" on center

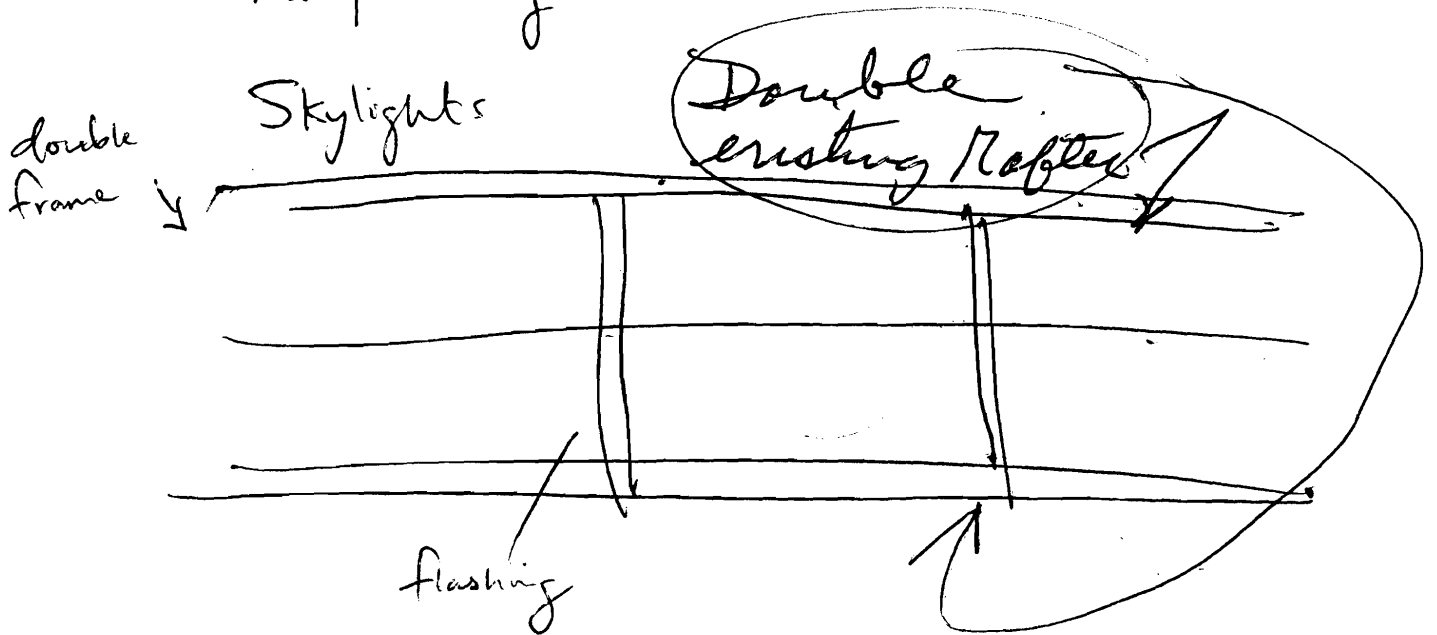
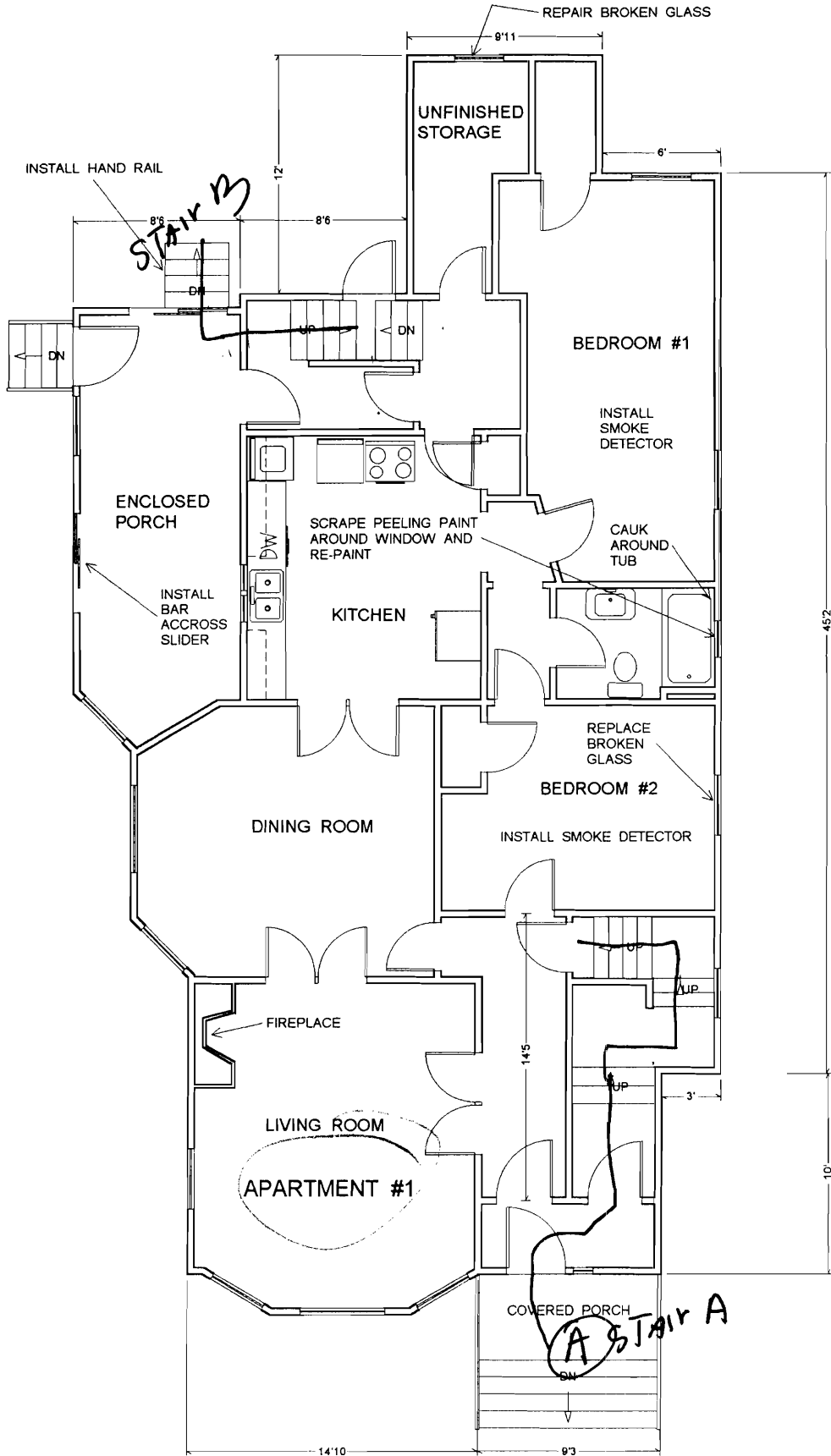
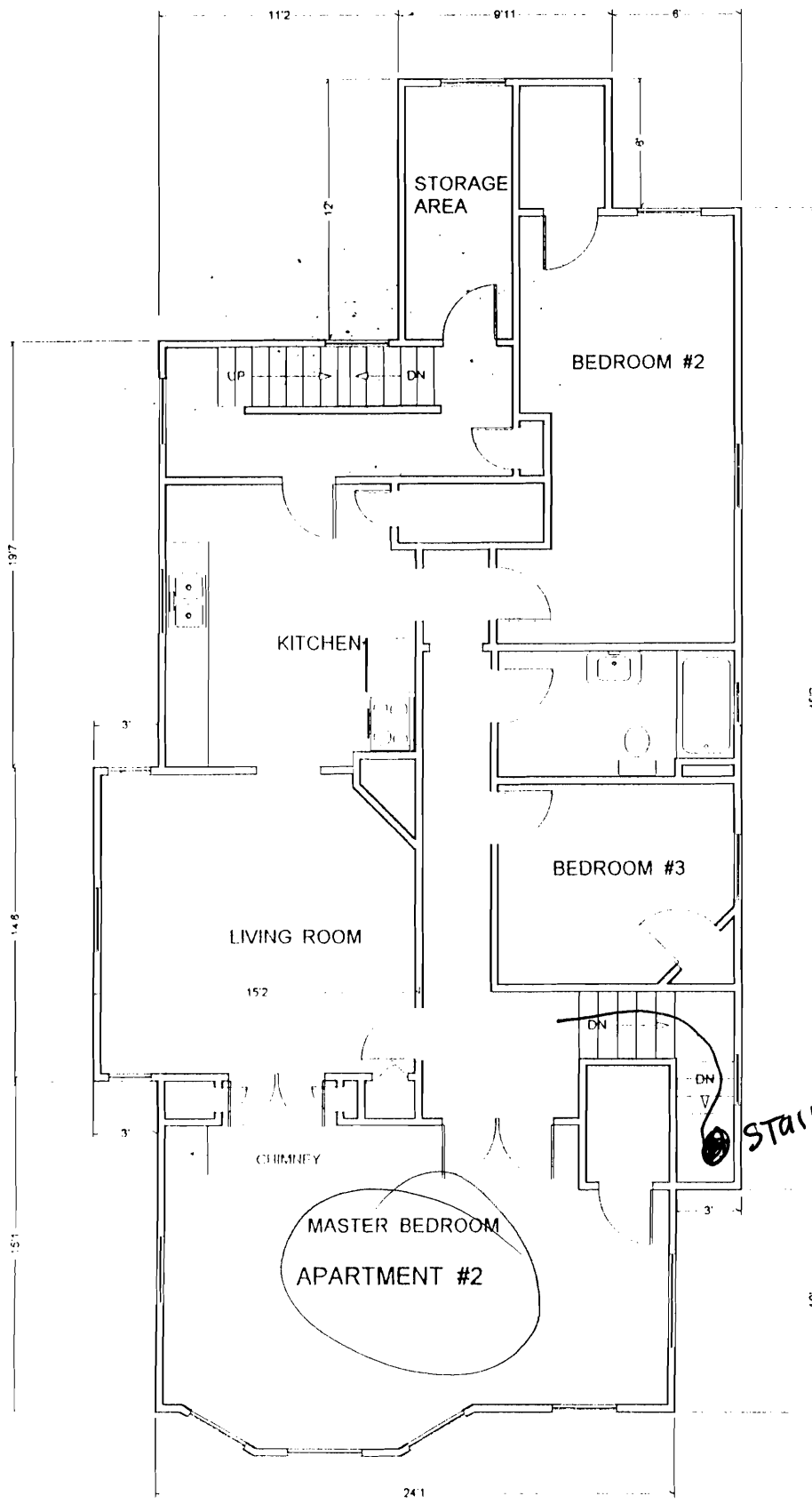


EXHIBIT "A" FIRST FLOOR PLAN



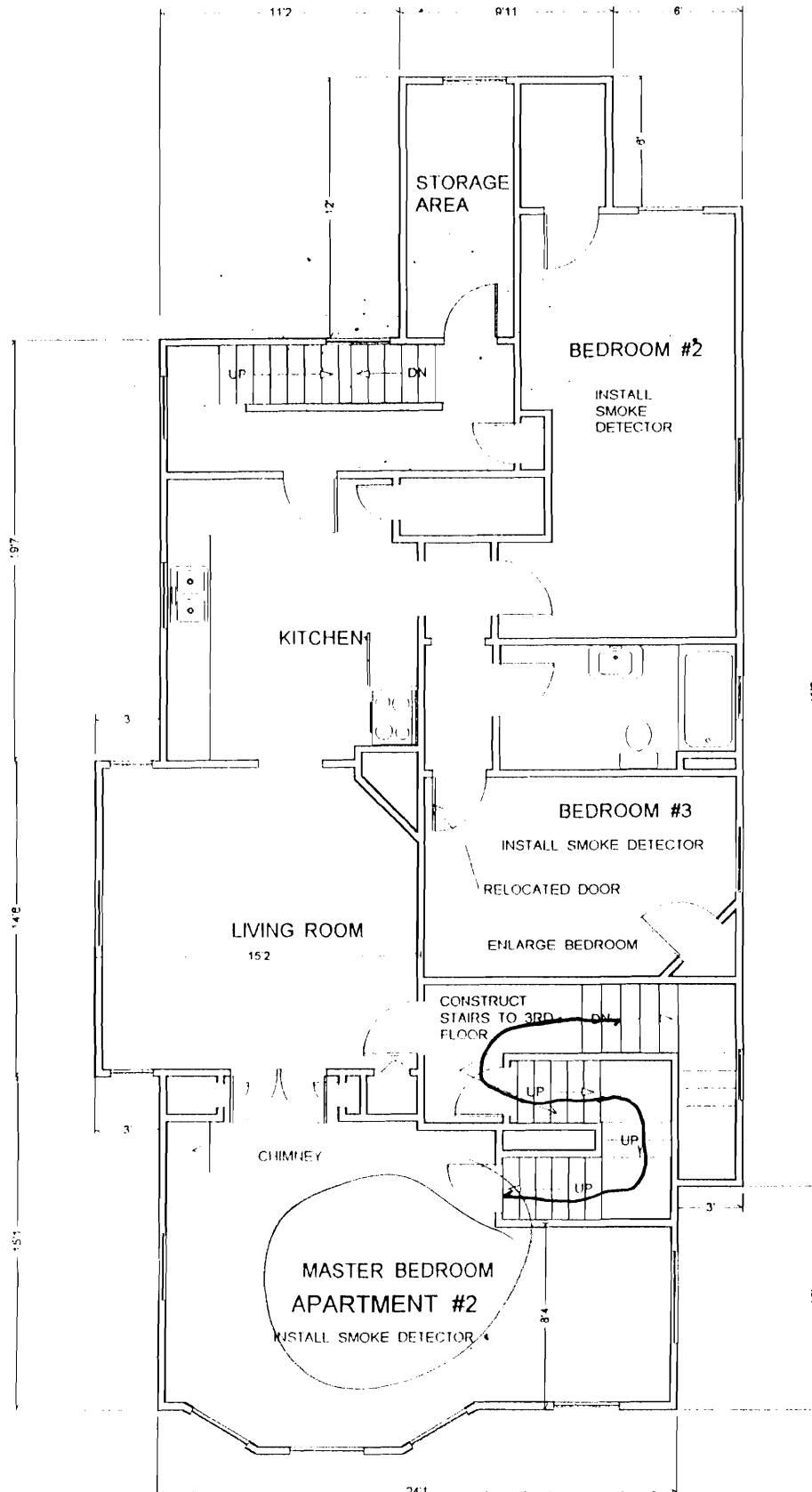
Apf 1
50 x 24 = 1200 #

EXHIBIT "B" SECOND FLOOR PLAN "AS IS"



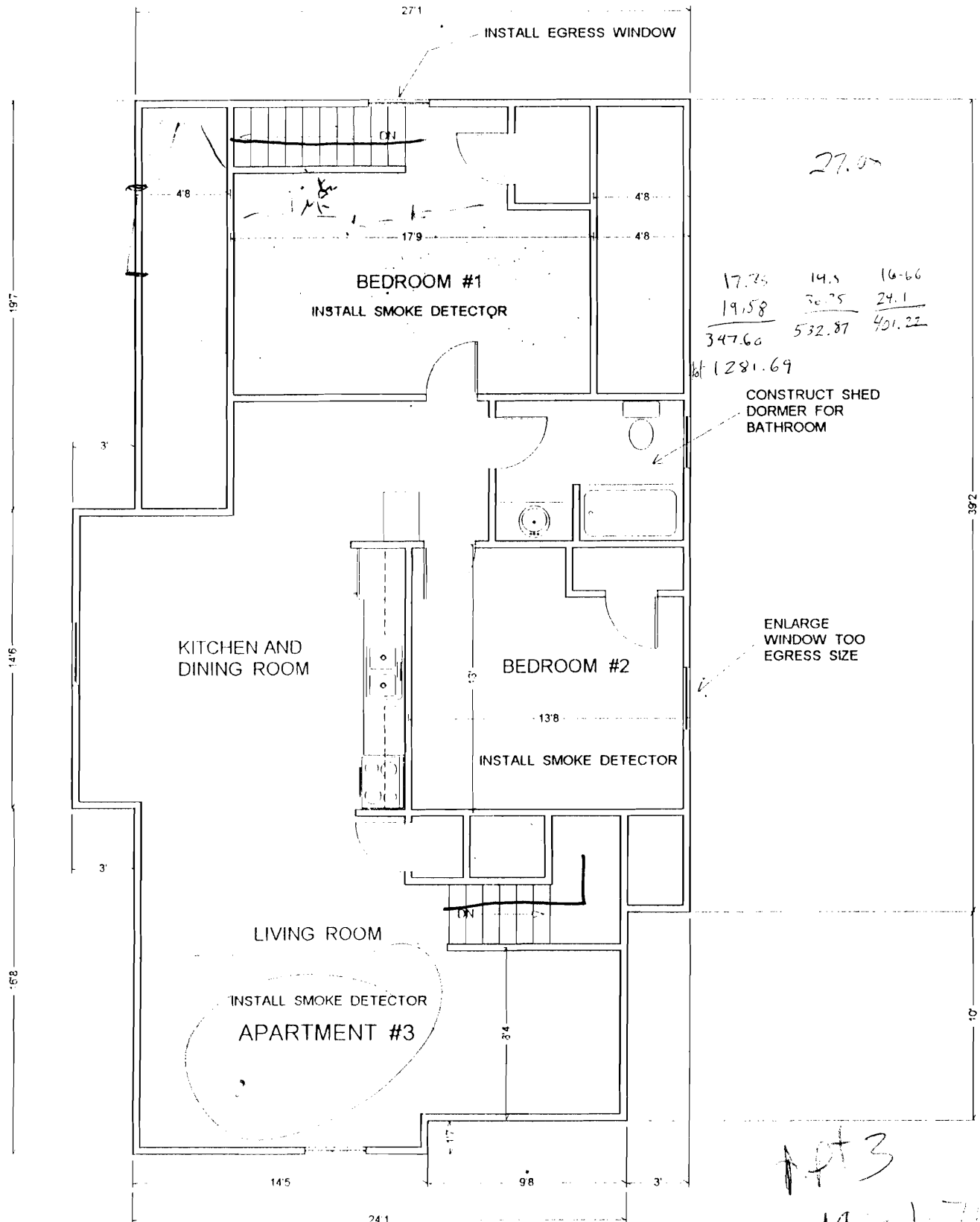
Handwritten notes:
APT 2
2415
Stair A

EXHIBIT "C" SECOND FLOOR PLAN "AS PROPOSED"



Apt 2
1370

EXHIBIT "D" THIRD FLOOR PLAN "AS PROPOSED"



APT 3
24x 49 = 1176

(current space)

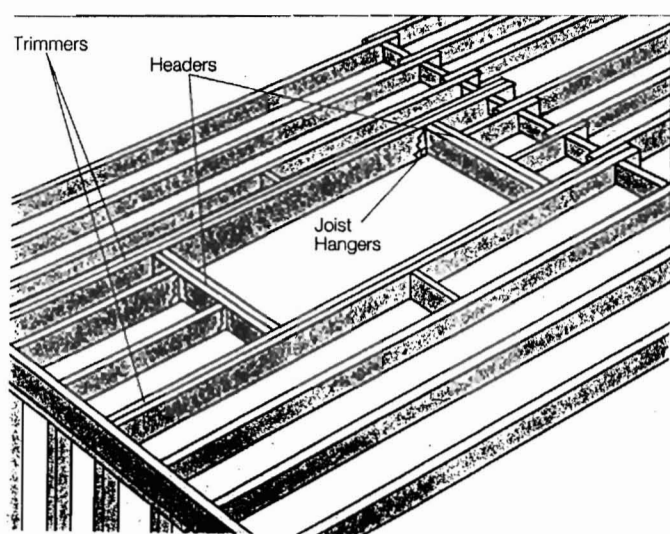
AVE.

BRIGHTON



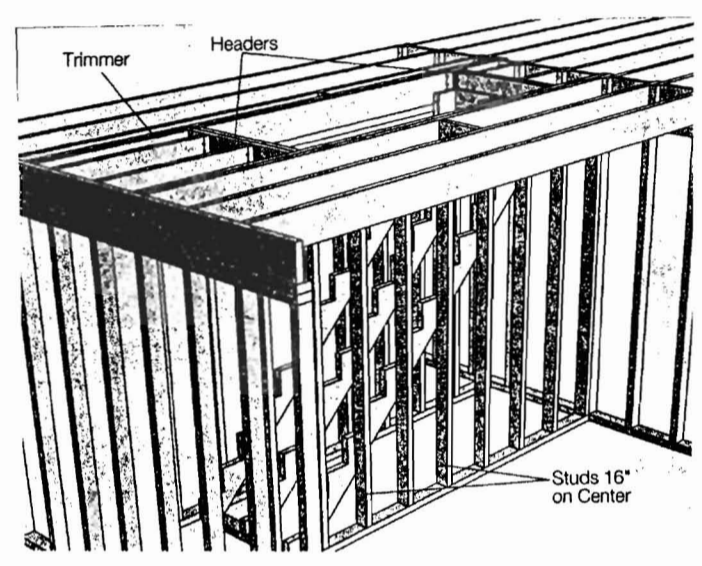
48
3
144

Stair Header Trimmer Diagrams



Joist Reinforcement Diagram
2" x 10" Floor Joists

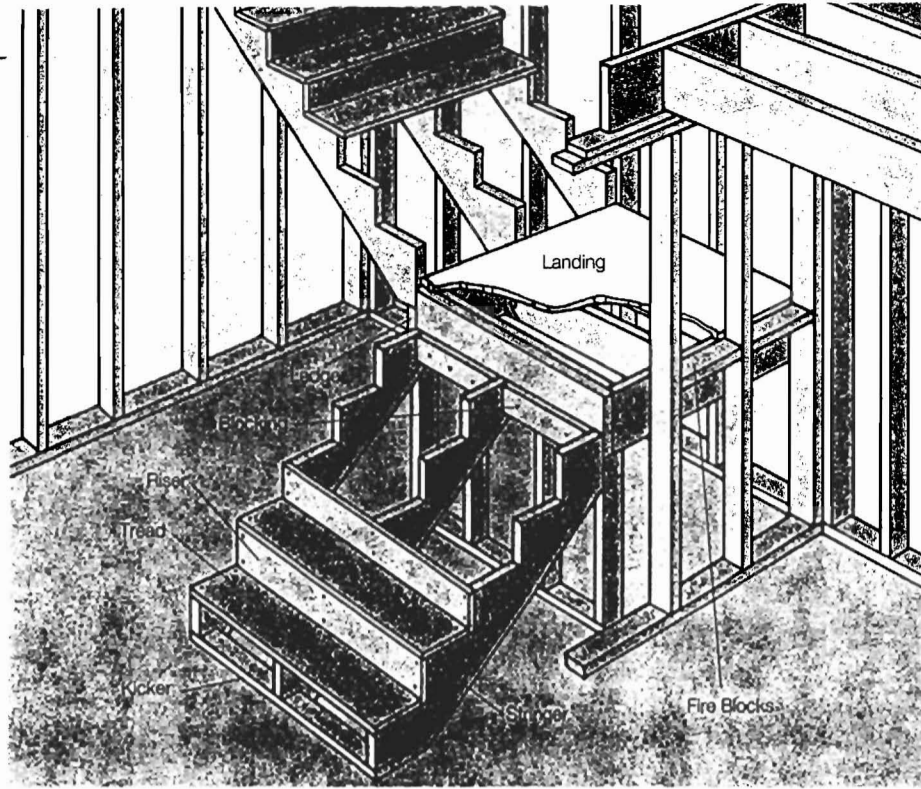
Stud Wall Diagram
2" x 4" 16" oc.



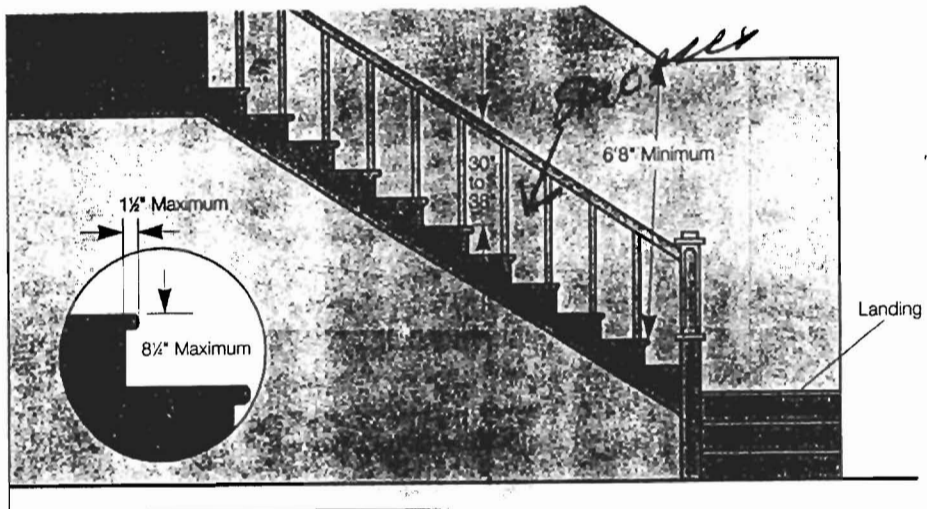
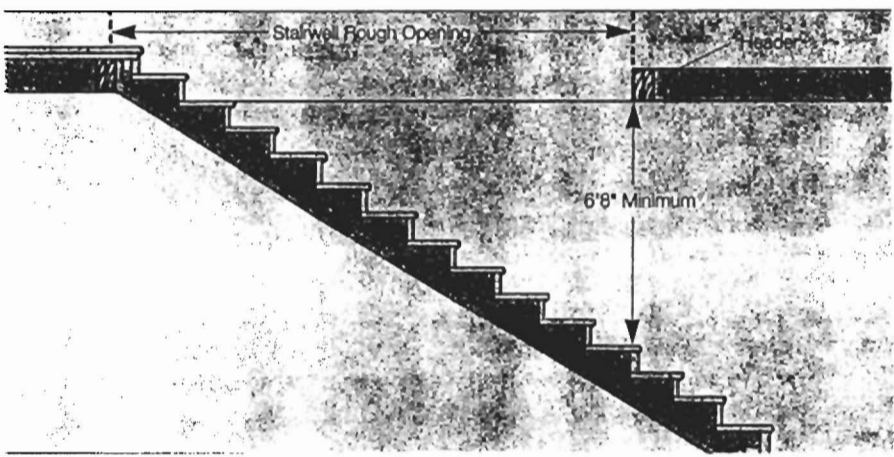
Building Inspector Copy
Paul B. Wainly 5-10-99

Landing Stairway Diagram

BOCA Main Code

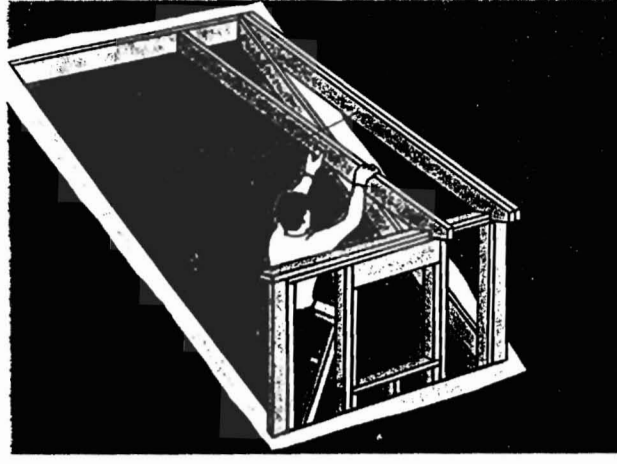


Illustrating Headroom

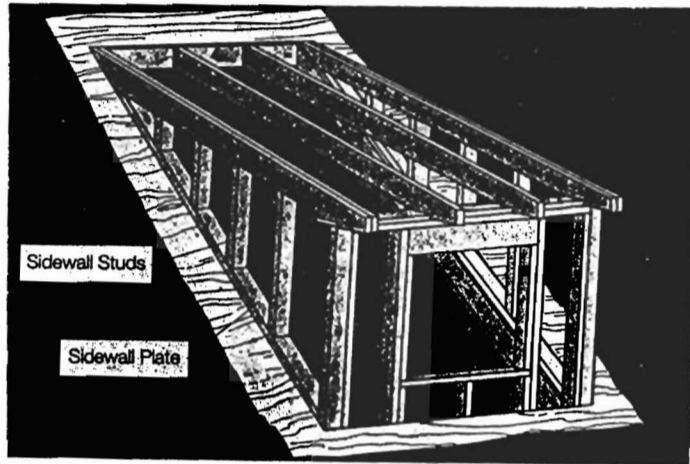


Roof Dormer Diagrams

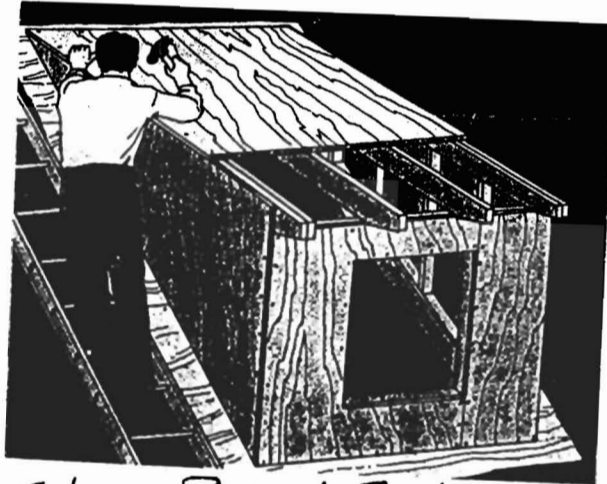
* Note there will be one dormer modification to the roofing.
This is for bathroom living space



Dormer Rafter Diagram
2"x10"

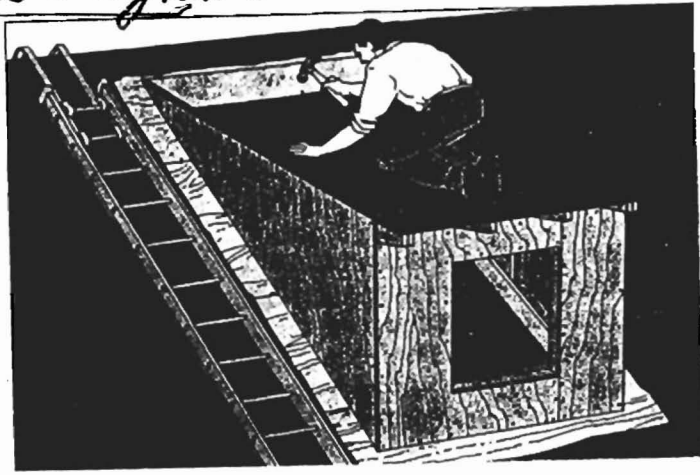


Additional Framing 2"x4 Studs

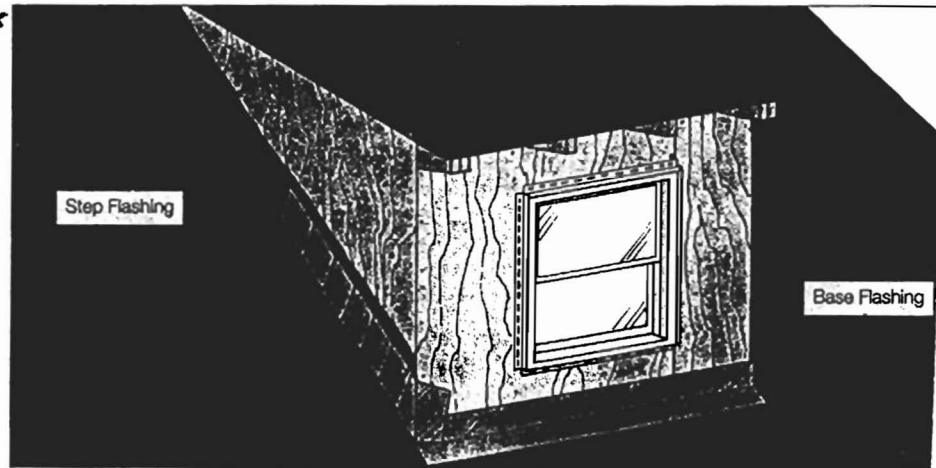


Exterior Plywood Sheathing

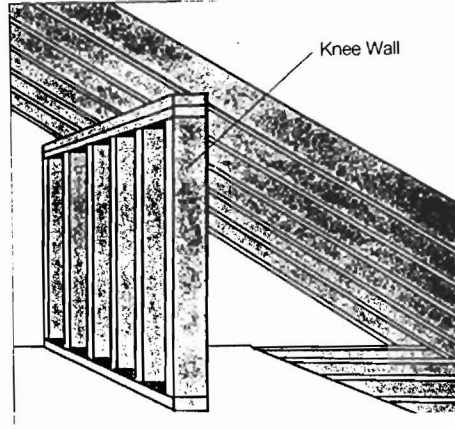
Finishing the Dormer Diagrams



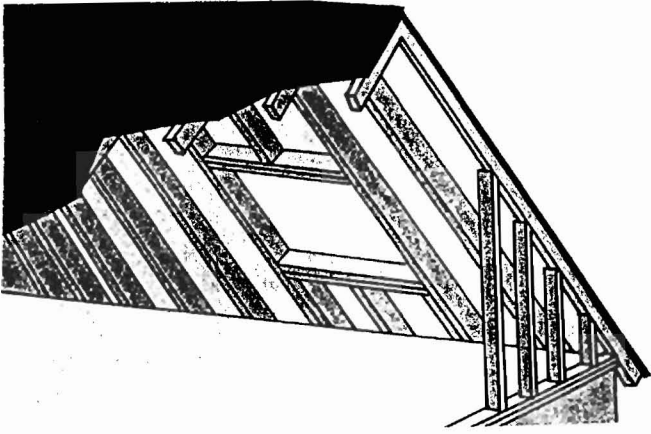
Flashing Diagrams



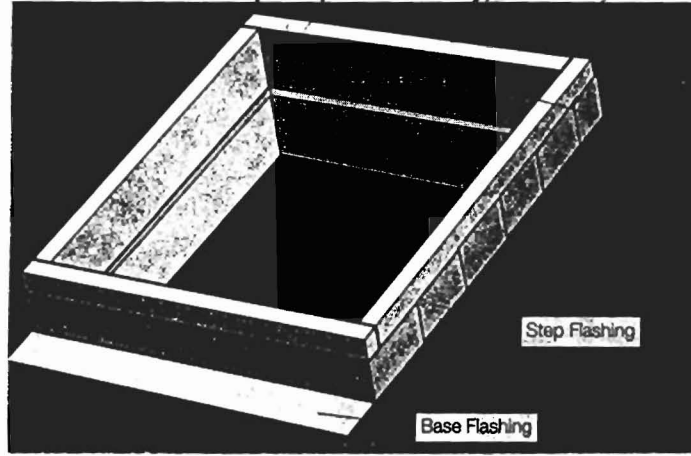
Various Attic Illustrations



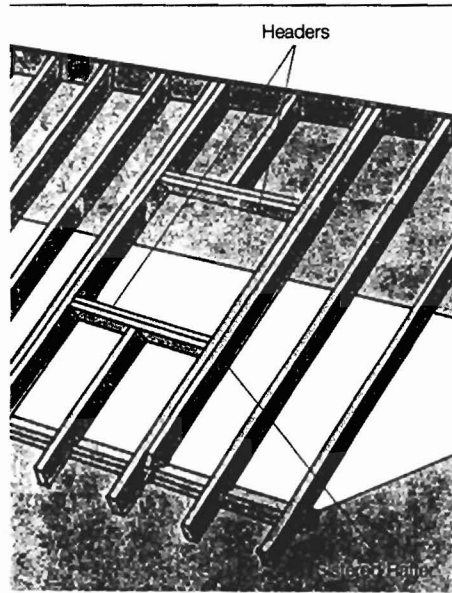
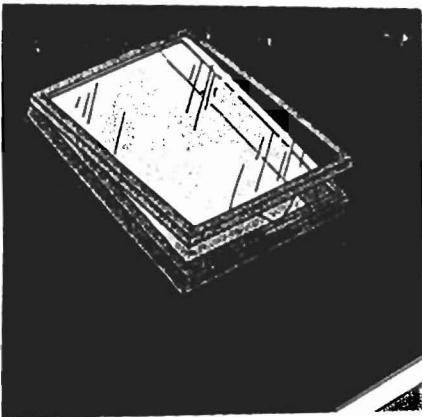
Preparing for Skylights



Skylight Head Flashing



Unit may have more than one skylight



Sister Rafter Reinforcement

Rough Site Diagram

