

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 02-1110	Issue Date: OCT 17 2002	CBL: 1B1 G004001
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Location of Construction: 136 Pleasant Ave	Owner Name: Stoddard Michael D &	Owner Address: 138 Pleasant Ave	Phone: 207-874-5942
Business Name: n/a	Contractor Name: Jim Suarez	Contractor Address: 21 Church Street Yarmouth	Phone: 2078468697
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Alterations - Dwellings	Zone: R5

Past Use: Residence / 2 Units	Proposed Use: 2 Units / removing wall, door and adding header.	Permit Fee: \$37.00	Cost of Work: \$2,000.00	CEO District: 3
Proposed Project Description: Removing wall, door and adding header.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: K3 Type: 5B BOLA 1999	
		Signature:	Signature: JMB 10/16/02	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
		Signature: _____ Date: _____		

Permit Taken By: gg	Date Applied For: 09/26/2002	Zoning Approval	
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<ol style="list-style-type: none"> 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 information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 10/9/02	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: 10/9/02
	NA		

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

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

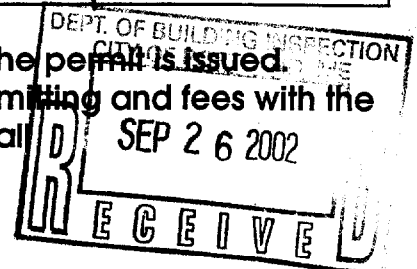
Location/Address of Construction: <u>136-138 PLEASANT AVE</u>		
Total Square Footage of Proposed Structure		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>131 G-004-001</u>	Owner: <u>MICHAEL + BARBARA STODDARD</u>	Telephone: <u>773 0181</u>
Lessee/Buyer's Name (If Applicable) <u>MICHAEL CHESTNUT JENNIFER CHRISTIAN</u>	Applicant name, address & telephone: <u>MICHAEL CHESTNUT 120 CONLORD ST. APT #2 PORTLAND, ME 04103 7725942</u>	Cost Of Work: \$ <u>2,000</u> Fee: \$ <u>37.00</u>
Current use: <u>RESIDENCE-2 UNIT</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>RESIDENCE-2 UNIT</u>		
Project description: <u>Removing wall & door adding header</u>		
Contractor's name, address & telephone: <u>JIM SUAREZ, 21 CHURCH ST. YARMOUTH ME 04096, 846 8697</u>		
Who should we contact when the permit is ready: <u>MICHAEL CHESTNUT</u>		
Mailing address: <u>120 CONLORD ST. APT. #2 PORTLAND, ME 04103</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>772-5942</u> <u>call</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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

Signature of applicant: <u>Michael Chestnut</u>	Date: <u>9/25/02</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



Application ID Number: 2-1110

Delete

Save

Close

Department: Building Status: Approved with Conditions Reviewer: Jeanine Bourke

Comments: Approval Date: 10/16/2002

[Empty text box]

Given On Date: 10/03/2002

OK to Issue Permit Name: Jeanine Bourke Date: 10/16/2002 Date 2: [Empty]

Conditions Section:

Add New Condition from

Add New Condition

Delete Condition

Specs on all engineered Lam beams must be submitted

Create Date: 10/01/2002 By: gg Update Date: 10/16/2002 By: lmb

PURCHASE AND SALE AGREEMENT

Aug 14 2002

August 15 2002 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Michael Stoddard (hereinafter called "Buyer") of 129 Concord St Portland ME and Michael Chestnut & Jennifer Chestnut (hereinafter called "Seller") of 136-138 Pleasant Ave Portland ME

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of the premises situated in municipality of Portland, County of Cumberland, State of Maine, located at 136-138 Pleasant Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 13838. Page(s) 1 If "part of" see Other Conditions (paragraph 26) for explanation.

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 and electrical fixtures are included with the sale except for the following: none
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: none

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: all kitchen appliances, upstairs w/dryer
Seller represents that such items shall be operational at the time of closing, except: none

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 239,000
of which DEPOSIT \$ 2,500
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 2,500
will be paid by (date) release of 13 The balance due amount of BALANCE DUE \$ 339,000
is to be paid by certified or bank check, upon delivery of the Deed

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

6. EARNEST MONEY/ACCEPTANCE: Aug 15 Mulkens ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Aug 15 02 (date) 10:00
AM PM; and, in the event of Seller's 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 September 30 02 (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 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable 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.

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, for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement

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. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) _____ Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall shall not) be paid by Buyer (cash price as of date of closing). 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. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement 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>7 Biz</u> days	j. Other Air Tests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Mold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Pool	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Other Water Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
h. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7 Biz</u> days	q. Other _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
i. Asbestos Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7 Biz</u> days				

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 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 inspection or other condition specified herein is unsatisfactory to Buyer, 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 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.

14. 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 \$ 450 - _____

15. FINANCING: This Agreement is subject to Buyer obtaining an approved conventional mortgage of 85 % of purchase price, at an interest rate not to exceed market % and amortized over a period of 30 years.

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 3 days from the Effective Date of the Agreement
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

Deb Blackburn of Mulken Asser represents Seller
Listing Agent Agency
Marbeth Steward of RedMax By The Bay represents Buyer
Selling Agent Agency

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.

17. MEDIATION: Any dispute or claim 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 of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. 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.

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, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No Other Yes No
Explain: Property Disclosure, Lead

23. 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 days prior to closing.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within ___ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

26. OTHER CONDITIONS: None

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

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.

[Signature]
BUYER

~~229-02-3018~~
~~207 60 2312~~

SS# OR TAXPAYER ID#

[Signature]
BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is 120 Concord St Portland ME 04103

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

Signed this 14 August 2002

day of _____

[Signature]
SELLER

007 72 7699

SS# OR TAXPAYER ID#

[Signature]
SELLER

002 50 7459

SS# OR TAXPAYER ID#

Seller's Mailing address is 138 Pleasant Ave, Portland, ME 04103

Offer reviewed and refused on _____

SELLER

SELLER

EXTENSION: The time for the performance of this Agreement is extended until _____

DATE

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE

Maine Association of REALTORS®/ Rev 2002
All Rights Reserved.



EXCLUSIVE BUYER REPRESENTATION AGREEMENT

AGENCY: Re Max By The Bay DATE: Aug 14, 2002

DISCLOSURE PROVISIONS
APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are Margaret Steward & Judy Geuse and holds a Assoc. Broker Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you. Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

- 1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
- the willingness or ability of Seller to accept less than the asking price;
- the willingness or ability of Buyer to pay more than has been offered;
- confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
- the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement; understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent and hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

Jennifer Chushman & Michael Chestnut (hereinafter "Buyer")
Buyer hereby retains Margaret Steward of Re Max By The Bay (Agency)

on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

- 1. This Agreement begins on July 2002 and will terminate on Dec 2002, unless prior to termination date, the Buyer places a property under any type of contract, in which case this Agreement will terminate upon closing and/or transfer of title. This Agreement is specific to properties located in the following areas: Greater Portland
2. Agency responsibilities:
a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
b. Assist the Buyer to determine current market value, if requested by Buyer;
c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or his designee for purposes of seeking advice and assistance of benefit to Buyer;
d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
e. Request in writing that Agent investigate or verify specific issues and receive Agent's agreement to do so.

Page 1 of 2 - EBRA Buyer's Initials [Signature]

SELLER'S PROPERTY DISCLOSURE

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

Note: Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

PROPERTY LOCATED AT: 136 138 Pleasant Avenue Portland ME 04103

SECTION I. WATER SUPPLY

Please answer all questions regardless of type of water supply:

TYPE OF SYSTEM: Public Private Seasonal Unknown
 Drilled Dug Other _____

INSTALLATION: Location: _____
 Installed BY: _____ DATE of Installation: _____

USE: What is the source of your information? _____
 Number of Persons currently using system? 6
 Does system supply water for more than one household? 2 units Yes No Unknown

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
 Pump: Yes No N/A Quantity: _____ Yes No Unknown
 Quality: Yes No Unknown

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

WATER TEST: Have you had the water tested? Yes No
 IF YES: Date of most recent test: _____ Are test results available? Yes No
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
 IF YES, are test results available? Yes No
 What steps were taken to remedy the problem? _____

COMMENTS: _____
 ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? Yes No

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: PUBLIC: Yes No QUASI-PUBLIC: Yes No
 PRIVATE: Yes No UNKNOWN: Yes No

• IF PUBLIC OR QUASI-PUBLIC:
 Have you experienced any problems such as line or other malfunctions? Yes No
 What steps were taken to remedy the problem? _____

• IF PRIVATE:
 TANK: Septic Tank Holding Tank Cesspool Other: _____
 Tank Size: 500 Gal. 1000 Gal. Unknown Other: _____
 Tank Type: Concrete Metal Unknown Other: _____
 Location: _____ (OR) Unknown Date of Installation: _____
 Date of Last Servicing: _____ Name of Company Servicing Tank: _____
 Have you experienced any malfunctions? Yes No
 If yes, give the date and describe the problem: _____

• LEACH FIELD: Yes No
 IF YES: Location: _____
 Date of installation of leach field: _____ Installed By: _____
 Date of Last Servicing: _____ Name of Service Company: _____
 Have you experienced any malfunctions? Yes No
 If yes, give the date and describe the problem & what steps were taken to remedy: _____

IS SYSTEM LOCATED IN A SHORELAND ZONE? Yes No Unknown
 SOURCE OF INFORMATION: _____

COMMENTS: _____
 ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? Yes No

Rev. 2002 Page 1 of 3 - SPD Buyer(s) Initials _____ Seller(s) Initials BS MS

PROPERTY LOCATED AT 136 138 Pleasant Avenue Portland ME 04103

SECTION III. INSULATION

LOCATION:	Yes	No	Unk	IF YES, type	Installed by:	Unk	Date	Unk
Attic or Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>x blown pink fibregl</u>	_____	<input type="checkbox"/>	<u>1989</u>	<input type="checkbox"/>
Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>x blown pink fibregl</u>	_____	<input type="checkbox"/>	<u>1989</u>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>

COMMENTS: 1989 blown pink fibregl

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? Yes No

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown

IF YES: Are tanks in current use? Yes No

IF NO above: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown

Comments: _____

B. ASBESTOS - Current or previously existing:

- as insulation on the heating system pipes or duct work? Yes No Unknown
- in the siding? Yes No Unknown
- in flooring tiles? Yes No Unknown
- in the roofing shingles? Yes No Unknown
- other: _____ Yes No Unknown

IF YES: Source of Information: _____

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

IF YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Results & Comments: _____

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

IF YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Results & Comments: _____

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form for more information)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown

IF YES, describe location and the basis for the determination: age of house

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards? Yes No

IF YES, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No

COMMENTS: _____

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown OTHER: _____

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS? Yes No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

Rev. 2002 Page 2 of 3 - SPD Buyer(s) Initials ME Seller(s) Initials BS

PROPERTY LOCATED AT 136-138 Pleasant Avenue Portland ME 04103

SECTION V. GENERAL INFORMATION

Are there any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, or restrictive covenants on the property? Yes No Unknown

IF YES: Explain: _____

What is your source of information: _____

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption? Yes No Unknown

IF YES: Explain: _____

- Heating System: Type: 1st Steam heat (1st, 2nd flr); forced hot water (2nd flr) Age: _____
Consumption: _____
Comments: _____
- Leased Equipment: Type: _____
- Roof: Age - Structure: unknown, pre - 1989 Age - Shingles: same
Moisture or leakage: downer leak repaired 1997 (flashing)
Comments: _____
- Foundation/Basement: Full Partial Slab Crawl Other: _____
Material: Concrete Block Stone Brick Other: _____
Moisture or leakage: damp in corner after heavy rain
- Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No
- Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

• KNOWN MATERIAL DEFECTS about Physical Condition of Property: _____

ATTACHMENTS: Yes No

SECTION VI. ADDITIONAL INFORMATION

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Boulton Stoddard
SELLER

7/29/02
DATE

[Signature]
SELLER

7.29.02
DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

[Signature]
BUYER

8/14/02
DATE

[Signature]
BUYER

8/14/02
DATE

Multi-Family Client Synopsi

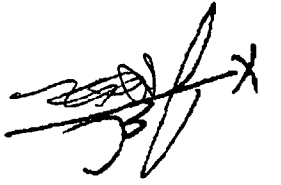
Style: _____ Other-Specify in Remarks
 MLS#: 575591
 Listing Status: Current
 Address: 116 PLEASANT AVE.
 PORTLAND, ME 04103
 Neighborhood: _____
 #1 Brnz2 Brnz3 Brnz: 0/1/1
 #1 Brnz2 Brnz3 Brnz4 Brnz5 Brnz6 Brnz7 Brnz8 Brnz9 Brnz10 Brnz11 Brnz12 Brnz13 Brnz14 Brnz15 Brnz16 Brnz17 Brnz18 Brnz19 Brnz20 Brnz21 Brnz22 Brnz23 Brnz24 Brnz25 Brnz26 Brnz27 Brnz28 Brnz29 Brnz30 Brnz31 Brnz32 Brnz33 Brnz34 Brnz35 Brnz36 Brnz37 Brnz38 Brnz39 Brnz40 Brnz41 Brnz42 Brnz43 Brnz44 Brnz45 Brnz46 Brnz47 Brnz48 Brnz49 Brnz50 Brnz51 Brnz52 Brnz53 Brnz54 Brnz55 Brnz56 Brnz57 Brnz58 Brnz59 Brnz60 Brnz61 Brnz62 Brnz63 Brnz64 Brnz65 Brnz66 Brnz67 Brnz68 Brnz69 Brnz70 Brnz71 Brnz72 Brnz73 Brnz74 Brnz75 Brnz76 Brnz77 Brnz78 Brnz79 Brnz80 Brnz81 Brnz82 Brnz83 Brnz84 Brnz85 Brnz86 Brnz87 Brnz88 Brnz89 Brnz90 Brnz91 Brnz92 Brnz93 Brnz94 Brnz95 Brnz96 Brnz97 Brnz98 Brnz99 Brnz100

Year Built #: 1910
 Surveyed/Seasonal: Unknown/No
 Zone: R-5
 WF Owned/Shared #: _____
 Directions: _____
 Color: YELLOW
 GLAAG: 3,681
 Road Frontage: _____
 Amt Wtd Fringe #: _____
 Streets Avenue to Pleasant Avenue

Unit: #1 #2 #3 #4 #5 #6 #7 #8 #9 #10 #11 #12 #13 #14 #15 #16 #17 #18 #19 #20 #21 #22 #23 #24 #25 #26 #27 #28 #29 #30 #31 #32 #33 #34 #35 #36 #37 #38 #39 #40 #41 #42 #43 #44 #45 #46 #47 #48 #49 #50 #51 #52 #53 #54 #55 #56 #57 #58 #59 #60 #61 #62 #63 #64 #65 #66 #67 #68 #69 #70 #71 #72 #73 #74 #75 #76 #77 #78 #79 #80 #81 #82 #83 #84 #85 #86 #87 #88 #89 #90 #91 #92 #93 #94 #95 #96 #97 #98 #99 #100
 Level: 1
 RmBd Flr: 5/2
 Full Baths/Partial Baths: 1/1
 Gross Monthly Rent per Unit: \$950

Remarks: Spacious over's unit - classically restored, 2nd and spacious, updated, beautiful floors, character abounds throughout. Separate utilities
 Ven, Storage, Garage, Basement Info: Daylight Full, Walk-Out Foundation, Hardwood Floors, Kitchen, Varnish Staining, Root, Staircase, Heat Systems: Hot Water, Heat Fuel: Oil, Construction: Wood Frame, Water Heating: Oil, Driveway: Paved, Equipment: Cable, Amenities: Porch, Location: Well Landscaped, Transportation: Routes: Public Shows Rights: Gas, Name Electric, Circuit Breakers, Sewer, Public Water, Public
 Parking: 10 spaces, Miscellaneous: Laundry Hook-Up
 Map Block/Lot: 131C/A
 Tax Amount/Tr: \$3,888.00 (01-02) Tax Reduction: No
 School: _____
 LDD: 135
 Light: _____

List Office: MULKERIN ASSOCIATES
 Office Phone: (207) 772-2127
 List Agent: BLACKBURN, DEBORAH L.
 Agent Cell: _____
 Agent photo is not available.

Agent Phone: (207) 791-0136
 Email: mulkerinassociates@mainemls.com




Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE
CITY OF PORTLAND

PERMIT ISSUED
OCT 17 2002
Permit Number: 021110
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

PERMIT
DB

This is to certify that Stoddard Michael D &/Jim S
has permission to Removing wall, door and add header
AT 136 Pleasant Ave 131 G004001

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

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

Notification of inspection must be given and work in permit in progress before this building or part thereof is altered or closed-in.
48 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

Jeannie Bourke 10/17/02
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or ~~874-8693~~ to schedule your inspections as agreed upon

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

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

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

JR **Pre-construction Meeting:** Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

NA **Footing/Building Location Inspection:** Prior to pouring concrete

NA **Re-Bar Schedule Inspection:** Prior to pouring concrete

NA **Foundation Inspection:** Prior to placing ANY backfill

ME **Framing/Rough Plumbing/Electrical:** Prior to any insulating or drywalling

ME **Final/Certificate of Occupancy:** Prior to any occupancy of the structure or use. NOTE: There is a ~~\$75.00 fee per~~ inspection at this point.

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

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

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

Michael Chitt
Signature of applicant/designee

11/17/02
Date

Leanne Bonke
Signature of Inspections Official

10/17/02
Date

CBL: 131-G-004 Building Permit #: 02-1110