

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

Location of Construction: 30 Alba Street		Owner: Timothy Wooten & Suzan Ranson		Phone: 874-7587		Permit No: 981163	
Owner Address: Same		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: Gary Selby		Address: P.O. Box 8546 Frlid, ME 04104		Phone: 773-3510		Permit Issued: PERMIT ISSUED OCT 9 1998	
Past Use:		Proposed Use: 3rd fl. renovate bedrm, sitting & bathrms		COST OF WORK: \$ 10,000		PERMIT FEE: \$ 70.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
Proposed Project Description: 3rd floor renovations of bedrooms, sitting & bathroom		Signature:		Signature:		Zone: CBL/PORTLAND 133-C-17	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		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 Taken By: S.P.		Date Applied For: 10-6-98		Signature:		Date:	

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..

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

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	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 3

COMMENTS

10/26/88 Met with contractor checked plumbing
supply lines needs to get
more head clearance on ceiling heights
byer stairway.
AMWTR

Inspection Record

Type	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: <u>30 ALBA ST., PORTLAND ME.</u>			
Tax Assessor's Chart, Block & Lot Number Chart# <u>133</u> Block# <u>C</u> Lot# <u>17</u>		Owner: <u>TIMOTHY WOLLEN + SUZAN RANSOM</u>	
Owner's Address: <u>SAME</u>		Telephone#: <u>874-7587</u>	
Lessee/Buyer's Name (If Applicable)		Cost Of Work: <u>\$ 10,000</u>	Fee: <u>\$ 70</u>
Proposed Project Description:(Please be as specific as possible) <u>3RD FLOOR RENOVATION - (BEDROOM - SITTING - BATH)</u>			
Contractor's Name, Address & Telephone <u>GARY SELBY - PO BOX 8546 PORTLAND, ME. (773-3510)</u>		Rec'd By: <u>SP</u>	

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

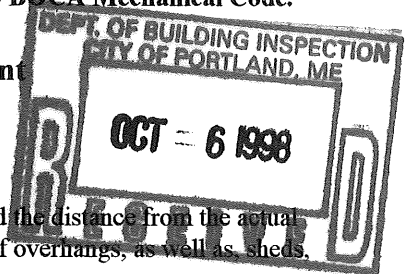
- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by 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: <u>Gary Selby</u>	Date: <u>(10 - 6 - 98)</u>
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Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.

BUILDING PERMIT REPORT

DATE: 8 OCT. 98 ADDRESS: 30 ALBA ST. C1

REASON FOR PERMIT: Interior renovations 3rd floor

BUILDING OWNER: Wooten & Ranson

CONTRACTOR: Gary Selby

PERMIT APPLICANT: _____

USE GROUP R-3 ? BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

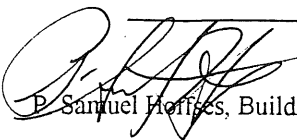
This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *8, *12, *16, *24, *26, *30, *31 #29

- 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)
- 2.5 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
- 2.6 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)
- 3. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 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 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)
- 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). Chapter 12 & NFPA 211
- 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". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
- 9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 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.(Section 1014.0)
- 11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4

*12.
13.
14.
15.
*16.

- X12. 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)
- 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. Section 1010.1
- 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.) Section 710.0
- 15. 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
- X16. 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
- 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. Section 921.0
- 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. (crawl spaces & attics)
- X24. 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.
- X26. 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). (Chapter M-16)
- 28. Please read and implement the attached Land Use-Zoning report requirements. - *SHALL remain Single-family*
- 29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
- X30. Glass and glazing shall meet the requirements of Chapter 24 of the building code. *HA*
- X31. *This permit does NOT authorize any new dwelling units. NO additional kitchen equipment (stoves, microwaves, refrig. etc) shall be installed.*
- 32. _____
- 33. _____


 P. Samuel Hoffes, Building Inspector

cc: Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator

Mark Stimson Realtors
CONTRACT FOR SALE OF REAL ESTATE

Handwritten initials and dates: May 11, 1998, April 29, 1998

RECEIVED OF Susan L. Ransom and Timothy J. Wooten, whose mailing address is 101 Alba Street, Portland, Maine, hereinafter called "Purchaser," the sum of (\$ 1,000.00) ONE THOUSAND AND NO/100--- Dollars as earnest money and in part payment on account of the purchase price of the real estate at 30 Alba Street in the Town/City of Portland, in the County of Cumberland, State of Maine, currently owned by Polly Bennell, hereinafter called "Seller," described as follows:

A lot of land approximately 4600'+/- and the buildings situated thereon.

(Title Reference: Book 6905, Page 234, Cumberland County Registry of Deeds)

FIXTURES: All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: N/A, except and excluding washer, dryer, refrigerator, gas range.

PERSONAL PROPERTY: No items of personal property are included except: existing appliances.

The parties agree that no portion of the purchase price is attributable to the personal property.

3. PURCHASE PRICE: The total purchase price is (\$ 117,000.00) ONE HUNDRED SEVENTEEN THOUSAND AND NO/100--- Dollars, with payment to be made as follows: (\$ 1,000.00) ONE THOUSAND AND NO/100--- paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.

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

ACCEPTANCE: Seller's acceptance shall be given on or before April 30, 1998 - May 12, 1998.

6. CLOSING DATE: A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within on or before June 30, 1998 days of 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 Purchaser and Seller. At transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk-through inspection within 48 hours prior to closing to determine that the property meets these conditions. See addendum # 27945 TDW

If this property is a multi-family, it will be transferred subject to leases in effect at transfer of title. The Seller agrees that the following units will be vacated at the time of transfer, but makes no representation as to occupancy status of other units at transfer: N/A

8. FINANCING: This Contract is subject to Purchaser obtaining a conventional loan of 80% of the purchase price, at a fixed or an adjustable initial interest rate of not more than prevailing% and amortized over a period of 15-30 years. Purchaser to pay not more than -0- points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

Purchaser is under a 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 Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that 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 45 days of Effective Date of this Contract.

If either of such loan approvals is not obtained within said time periods, Seller may declare this Contract null and void, and earnest money shall be promptly returned to the Purchaser.

9. POINTS: Seller agrees to pay \$ -0- towards Purchaser's points and/or closing costs.

10. INSPECTIONS: Agent strongly recommends that Purchaser engage professional inspectors to investigate the property. This Contract is subject to the following inspections with results being satisfactory to Purchaser.

Table with 3 columns: TYPE OF INSPECTION, YES, NO. Rows include: (a) General Building, (b) Sewage Disposal, (c) Radon Air Quality, (d) Radon Water Quality, (e) Asbestos, (f) Lead Paint, (g) Wood Boring Insects, (h) Other.

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to Purchaser, Purchaser may...

notifying Seller in writing within the specified number of days, declare this Contract null and void and any earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

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

12. **DISCLOSURE:** Purchaser acknowledges receipt of Seller's written disclosures regarding:

Water Source yes no N/A

Sewage Disposal yes no N/A

Lead Paint yes no

Insulation yes no

Hazardous Waste yes no

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

Julie
[Signature]

13. **PRORATIONS:** The following items shall be pro-rated as of transfer of title: fuel oil; ~~rent~~ association fees; and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.

- 14. DEED: The property shall be conveyed by a warranty deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current continued use and shall be subject to applicable land use laws and regulations.
- 15. TITLE: Should the title prove defective, then 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 agrees 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, the Purchaser may, within 5 days thereafter, at Purchaser's option, declare this Contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.

*DW
EP*

shall forfeit terminate
 DEFAULT: In the event of a default by Purchaser, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. 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 release signed by both parties consenting to its disposition 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.

17. AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of written agency disclosures and confirm the following agency relationships for this transaction. (Check and complete either A or B)

A. Listing Agency FSBO and Listing Associate _____ represent Seller Exclusively
 Selling Agency Mark Stimson Associates and Selling Associate Carol Power represents Seller Buyer or is a Transactional Broker

B. Agent, _____, is a Disclosed Dual Agent as previously authorized in writing by the parties.

18. HOME WARRANTY: Home is is not covered by a Home Warranty contract. Attached Acceptance or Waiver

19. AUTHORIZATION: The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company, appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing of this transaction.

20. 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.

21. WITHHOLDING: Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.

22. HEIRS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

23. WRITTEN AGREEMENT: This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.

24. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.

25. Lead Paint not applicable Lead Paint Addendum Attached

26. Addendum or Attachments

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.

May 12, 1998 Date Timothy J. Woods Purchaser 007-48-3465 Soc. Sec. #
May 12, 1998 Date Domenic J. Pando Purchaser 544-66-0065 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 Broker for services according to the terms of the listing agreement. In the event earnest money is forfeited by Purchaser, one-half thereof shall be paid to Broker and the remainder to me/us, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.

May 11, 1998 Date [Signature] Seller 289-42-3496 Soc. Sec. #
 _____ Date _____ Seller _____ Soc. Sec. #

Effective Date: _____
 Throughout this Contract, the term "days" means calendar days.

May 11, 1998 ^{TJW SR}

ADDENDUM TO CONTRACT DATED April 24, 1998 FOR THE SALE OF REAL

ESTATE LOCATED AT 30 Alba Street, Portland, Maine,

BETWEEN SELLER (S) Polly Bennell,

AND PURCHASER (S) Susan L. Ransom and Timothy J. Wooten.

26. Subject to sale of purchasers existing home at 101 Alba Street, Portland prior to transfer of title on 30 Alba Street, Portland.*

27. Subject to Seller renting back the premises until no later than August 15, 1998 at a monthly fee equal to ~~the amount of the purchaser's P.I.T.I. (Principal, Interest, Taxes, Insurance).~~ *\$712.00.*

pg 26 continued

** Notwithstanding anything to the contrary in the contract, the earnest money deposit is non-refundable in any and all events.*

TJW SR

SR TJW

May 12, 1998
DATE

Susan L. Ransom
PURCHASER

May 12, 1998
DATE

Timothy J. Wooten
PURCHASER

May 11, 1998
DATE

Polly Bennell
SELLER

DATE

SELLER

Form No. EPA-3-SALES (Rev. 8/96)

Lead Paint Disclosure -- Housing Sales

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

House has been occupied since early 1900s. Lead-based paint is undoubtedly under coat to current paint, however.

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

TJW SR (c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

TJW SR (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

[Signature] Seller Date *5/3/98*

Seller Date

Agent Date *May 12, 1998*
Purchaser Date

Agent Date
Purchaser Date *May 12, 1998*

PROPERTY INFORMATION AND DISCLOSURE FORM

RES. #1 CONDO #11 MOB. #12 SEA. #13

Water Source: Public Dug Well Driven Point Well
 Drilled Well Public Unknown
 Malfunction w/ present system (pump, supply, quality): Yes No
 Describe: _____
 Installed by: N/A When: _____
 Location: N/A
 How do you know what type of system you have? _____
 Has there been a water test? Yes No Date of most recent test: _____
 Results: Satisfactory Sat. w/ notation Unsatisfactory
 If Sat. w/ notation or unsatisfactory, describe: _____
 Is a filter system used and/or needed on present water supply?
 Yes No Explain: _____
 # of people presently using this water supply: 1

Waste Disposal: Public Quasi-Public Private Unknown
 If Public, have you ever experienced any system or line malfunction?
 Yes No
 If Private: Type of system: _____
 Type of tank: _____ Tank Size: _____
 Tank Location: _____ Date installed: _____
 Malfunctions of tank? _____
 Leach Field Location: _____ Date installed: _____
 Malfunctions of leach field? _____
 System serviced by: _____ Date: _____
 # of people presently using system: _____
 If system is located in a shoreland zone, has it malfunctioned in last 180 days? Yes No Unknown

Please sketch location of well, house & septic system. (Tank & Leachfield)
N/A
 Are well and septic system at least 100' apart?
 Yes No Unknown

Insulation: Yes No Unk If YES, type: _____ Viewed by agent?
 Attic or Cap Yes No
 Crawl space Yes No
 Exterior walls Yes No

Hazardous Material
 Asbestos: Is there now or has there been Asbestos on the heating plant, pipes, ductwork, exterior siding or elsewhere? Yes No Unknown

General Building:
 Heating System - Primary Type: _____ Age: _____ Rented Owned
 # Zones _____ Fuel: _____ Dealer: _____
 Date Last Serviced: _____ Hot Water: _____
 Annual Cost: _____ Rented? Yes No
 Alternate Heat Source: Coal Monitor Solar Wood
 Roof: Age of Structure: _____ Electric
 Age of Shingles: _____
 Moisture/Leakage: _____
 Other Problems: _____

Radon: Has this home been tested for Radon Gas?
 Air: Yes No Unknown Results: _____
 Water: Yes No Unknown Results: _____

Basement/Foundation:
 Full Partial Slab Other
 Moisture/Leakage:
 No known wetness during our ownership
 No wetness during our ownership
 Seasonal
 Chronic
 After a major storm
 If any wetness noted, please explain:
DOWN SPOT MALFUNCTION

Lead Based Paint: Was the Property built before 1978?
 Yes No Unknown
 Is there now or has there been lead based paint on the property?
 Yes No Unknown
 If yes, describe location and basis for determination: _____

Chimneys: # 1 # of Flues _____
 Lined? Yes No Unknown
 Other: NEW CAP
 Are there any other structural defects or needed repairs?
 Yes No Unknown
 Explain: _____

Are you aware of any cracking, peeling or flaking lead based paint?
 Yes No Unknown
 Do you know of any records or reports pertaining to such lead-based paint or lead based paint hazards? Yes No
 If Yes, describe: _____

Underground Storage Tanks: Are there now or have there been any underground storage tanks on the property?
 Yes No Unknown
 The buyer should seek information from professionals regarding any specific issue or concern pertaining to hazardous material or other aspects of the property.

Explanations & Additional Information:

Special Status: Is the land registered as:
 Farmland or Open Space Yes No Tree growth Yes No
 Are you receiving a tax exemption for this property for any reason? Yes No
 Is this the correct legal description? Yes No
 Tax Map # _____ Lot # _____
 Are there any easements, encroachments or restrictions?
 Yes No Unk Explain: _____

READ SELLER'S STATEMENT CAREFULLY BEFORE SIGNING

I am the owner of the property described herein. I know the information provided above will be communicated to prospective buyers and will be relied upon by them in their decision to purchase the property. I have read the above data sheet and the information contained thereon, and I hereby represent that all statements and information are correct. The electrical system, plumbing system, waste disposal system and included appliances are adequate and in good working order to the best of my knowledge, except as noted above. There are no defects or hazardous conditions known to me on the property, except as described above.

SELLER: [Signature] SELLER: _____ AGENT: _____ DATE: 5/12/98

The broker believes the information to be accurate but does not warrant the statements made here.
 I do do not wish to purchase a Home Warranty at closing.
 BUYER: [Signature] May 13, 1998 Doreen G. Pardon May 12, 1998

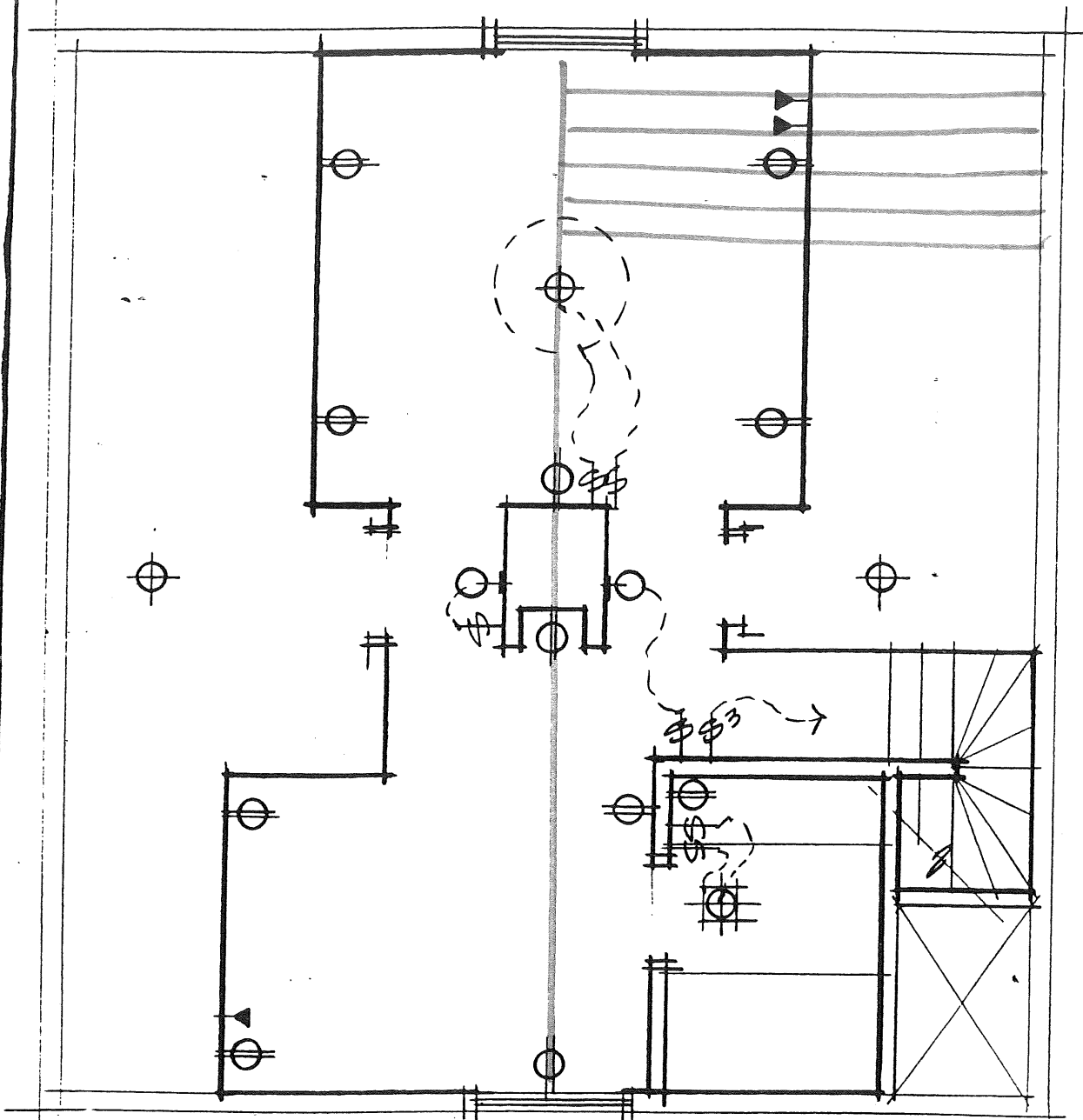
A Suite for ELIZABETH BLAKE
 30 Alba Street
 Portland • Maine

Schematic Floor Plan
 1/4" = 1'-0"

6.25.98

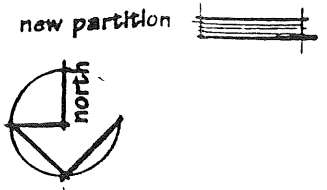
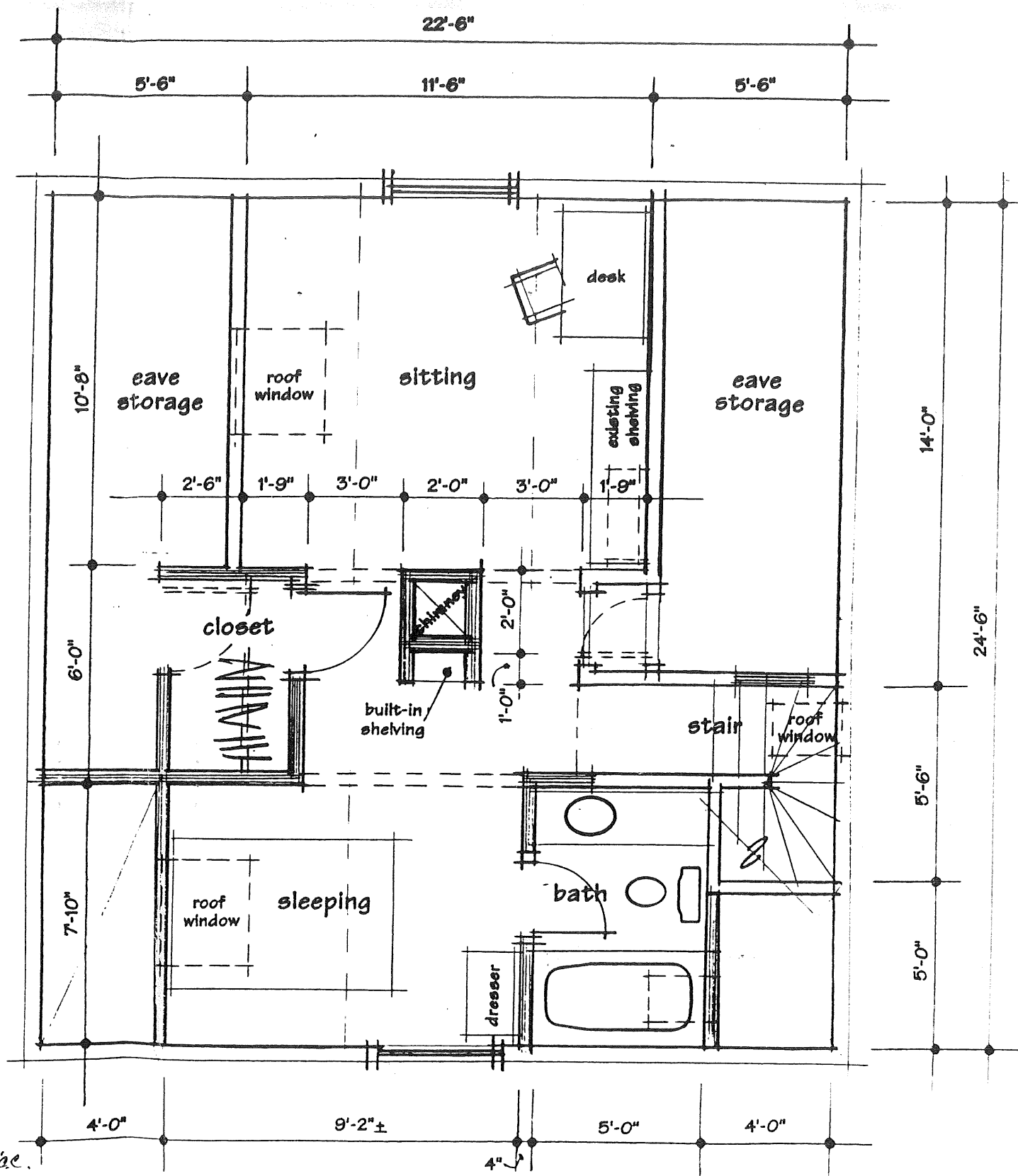
These drawings are schematic in nature and are for layout information. All existing conditions shall be verified by the contractor. The drawings are the exclusive property of the Architect.

Sheet No. 1 of 1



- FRAMING**
- EXISTING RAFTERS 2x8 16'oc.
 - NEW FRAMING 2x4 16'oc.

Schematic Electrical Plan



Schematic Plan