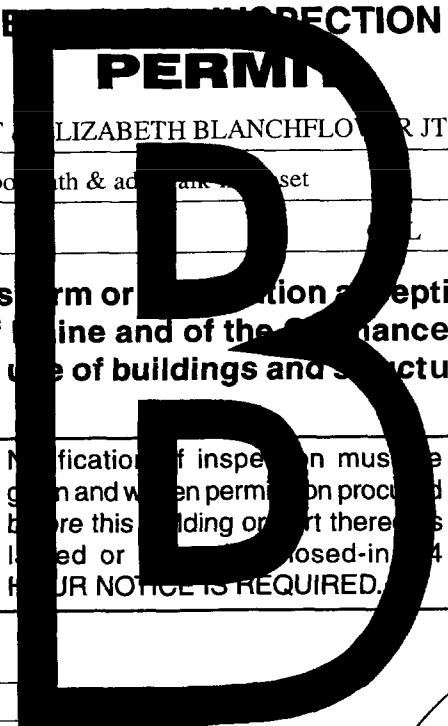


DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND**

Please Read  
Application And  
Notes, If Any,  
Attached



PERMIT ISSUED  
Permit Number: 060995  
MAY 20 2005  
CITY OF PORTLAND

This is to certify that REBER JUDITH VN VET & LIZABETH BLANCHFLOWER JT  
has permission to remodel interior second floor bath & add granite to set  
AT 33 NICHOLAS CT L 153 A025015

provided that the person or persons who perform or supervise the work accepting this permit shall comply with all  
of the provisions of the Statutes of the State 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 when permission is procured  
before this building or part thereof is  
occupied or closed-in.  
FOUR 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 \_\_\_\_\_

*[Signature]*  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 06-0995	Issue Date: JUL 7 9 30 AM 2006	OBL: 153 A025015
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<b>Location of Construction:</b> 33 NICHOLAS CT	<b>Owner Name:</b> REBER JUDITH VN VET & ELIZ	<b>Owner Address:</b> 33 NICHOLAS CT	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Stuart Brown	<b>Contractor Address:</b> 32 Woodmont Street Portland	<b>Phone:</b> 2072108756
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	<b>Zone:</b> R-3 PR4 (Primary)

<b>Past Use:</b> Multi unit Condominium	<b>Proposed Use:</b> Multi unit Condominium -remodel interior second floor bath & add walk-in closet	<b>Permit Fee:</b> \$130.00	<b>Cost of Work:</b> \$11,000.00	<b>CEO District:</b> 4	
<b>Proposed Project Description:</b> remodel interior second floor bath & add walk-in closet <i>Legal use: Radcliffe Glen - 33 residential AL dwelling units</i>		<b>FIRE DEPT:</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See conditions</i>	<b>INSPECTION:</b> Use Group: R3 Type: SB 7/19/06		
		Signature: <i>Craig Case</i>	Signature		
<b>'PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>					
Action <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied					
		Signature	Date		

<b>Permit Taken By:</b> Idobson	<b>Date Applied For:</b> 07/06/2006	<b>Zoning Approval</b>		
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <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"/> <i>ok with conditions</i> Date: <i>7/11/06</i>	<b>Zoning Appeal</b> <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: <i>7/11/06</i>	<b>Historic Preservation</b> <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:
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**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 \_\_\_\_\_

# City of Portland, Maine - Building or Use Permit

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

<b>Permit No:</b> 06-0995	<b>Date Applied For:</b> 07/06/2006	<b>CBL:</b> 153 A025015
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33 NICHOLAS CT	REBER JUDITH VN VET & ELIZ	33 NICHOLAS CT	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Stuart Brown	<b>Contractor Address:</b> 32 Woodmont Street Portland	<b>Phone</b> (207) 210-8756
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	

<b>Proposed Use:</b> Multi unit Condominium -remodel interior second floor bath & add walk-in closet	<b>Proposed Project Description:</b> remodel interior second floor bath & add walk-in closet
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 07/11/2006  
**Note:** **Ok to Issue:**

- 1) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) This property is considered a Planned Residential Unit Development with thirty-three (33) residential condominium dwelling units.. Any change of use shall require a separate permit application for review and approval.
- 4) Separate permits shall be required for future decks, sheds, pools, and/or garages.

**Dept:** Building      **Status:** Approved      **Reviewer:** Residential Plan Revie      **Approval Date:** 07/19/2006  
**Note:** **Ok to Issue:**

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Cptn Greg Cass      **Approval Date:** 07/13/2006  
**Note:** **Ok to Issue:**

- 1) Remodel shall not impact any means of egress or any required suppression or detection system



# General 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>33 NICHOLAS COURT PORTLAND, ME 04103</u>		
Total Square Footage of Proposed Structure <u>1947 (NO CHANGE)</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>153          A          25</u>		Owner: <u>ELIZABETH BRANCHFLOWER</u> <u>JUDITH RETLER</u>
Lessee/Buyer's Name (If Applicable) <u>THERESA BROWN</u> <u>STUART BROWN</u>		Applicant name, address & telephone: <u>STUART BROWN</u> <u>32 WOODMONT ST</u> <u>PORTLAND ME 04102</u> <u>207-775-1686</u>
		cost Of Work \$ <u>\$11,000</u> Fee: \$ <u>\$120</u> C of O Fee: \$ _____
Current Specific use: <u>PRIVATE RESIDENCE</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>PRIVATE RESIDENCE</u>		
Project description: <u>REMODEL INTERIOR SECOND FLOOR BATH ROOM</u> <u>AND ADD WALK-IN CLOSET.</u>		
Contractor's name, address & telephone: <u>STUART BROWN</u> <u>32 WOODMONT, ST PORTLAND 04102</u>		
Who should we contact when the permit is ready: <u>STUART BROWN</u>		
Mailing address: _____ Phone: <u>207-775-1686</u> <u>CELL: 207-210-8756</u>		

Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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.

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# Residential Additions/Alterations Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

The Maine Home Construction Contracts Act requires that any home construction or repair work for more than \$3000. in materials or labor must be based on a written contract unless the parties agree to exempt themselves. A sample contract is available on the City's website at [www.portlandmaine.gov](http://www.portlandmaine.gov), in the Inspection Office, Room 315 of Portland City Hall or call (207)874-8703 to have one mailed to you.

## One (1) complete set of construction drawings must include:

- Cross sections w/framing details
- Floor plans and elevations existing & proposed
- Detail removal of all partitions & any new structural beams
- Detail any new walls or permanent partitions
- Stair details including dimensions of: rise/run, head room, guards/handrails, baluster spacing
- Window and door schedules
- Foundation plans w/required drainage and damp proofing (if applicable)
- Detail egress requirements and fire separation/sound transmission ratings (if applicable)
- Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IECC 2003
- Deck construction including: pier layout, framing, fastenings, guards, stair dimensions
- Reduced plans or electronic files in pdf format are required if originals are larger than 11" x 17"
- Proof of ownership is required if it is inconsistent with the assessors records

**Separate permits are required for internal & external plumbing, W A C , and electrical installations.**

If there are any additions to the footprint or volume of the structure, any new or rebuilt structures or, accessory detached structures a plot plan is required. A plot must include:

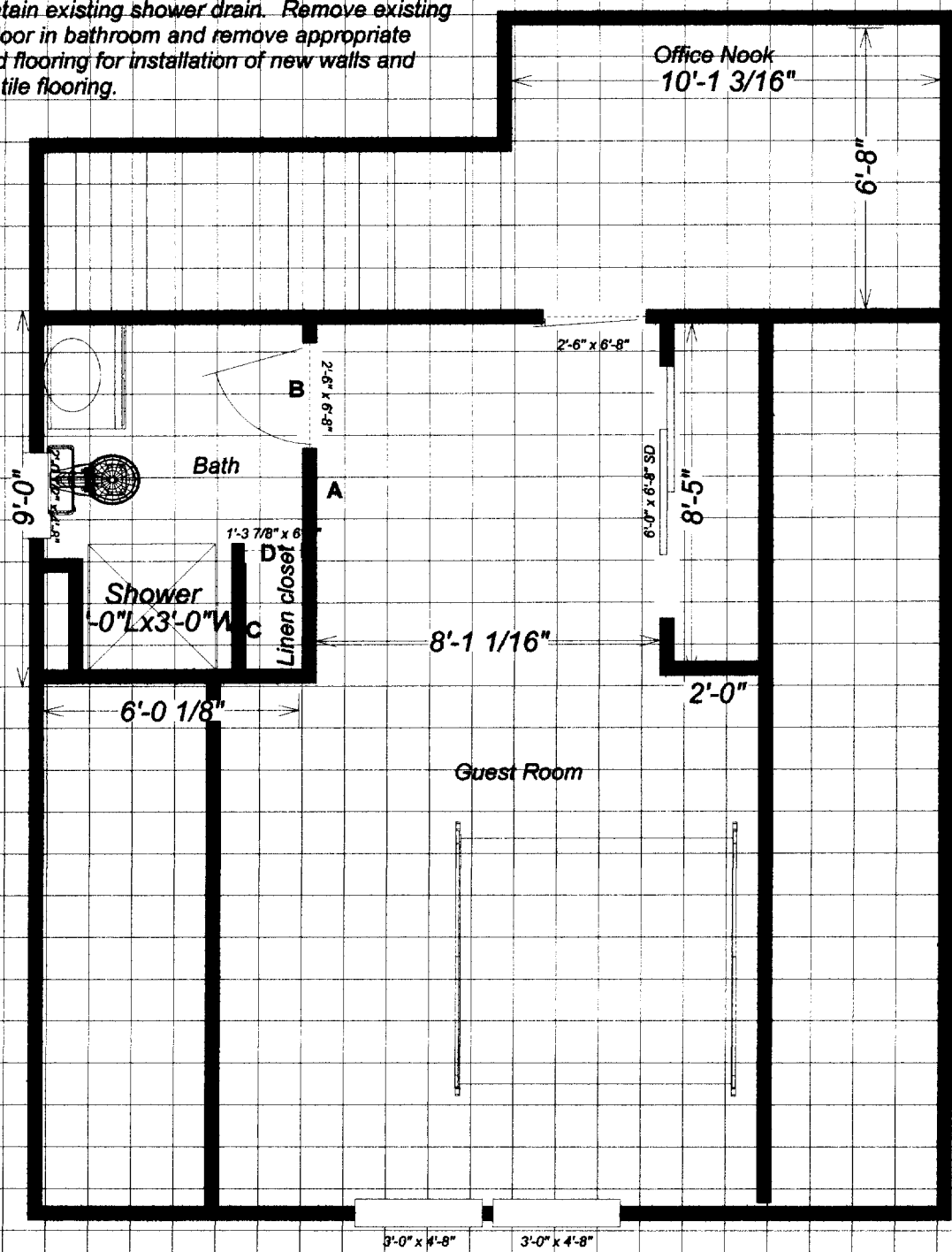
- The shape and dimension of the lot, footprint of the proposed structure and the distance from the actual property lines. Structures include decks, porches; bow windows, cantilever sections and roof overhangs, sheds, pools, garages and any other accessory structures must be shown with dimensions if not to scale.
- Location and dimensions of parking areas and driveways
- A change of use may require a site plan exemption application to be filed.

**Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$9.00 per additional \$1000.00 cost  
**This is not a Permit; you may not commence any work until the Permit is issued.**

Remove approx. 5 feet perpendicular wall (A) and door (B). Remove perpendicular wall (C) and door (D). Remove sink, toilet and shower. Maintain existing shower drain. Remove existing tile floor in bathroom and remove appropriate wood flooring for installation of new walls and new tile flooring.



Existing floor plan  
2nd floor guest room  
33 Nicholas Court

A - Vanity base  
with door/drawers  
30w X 34h X 21d  
drawers left

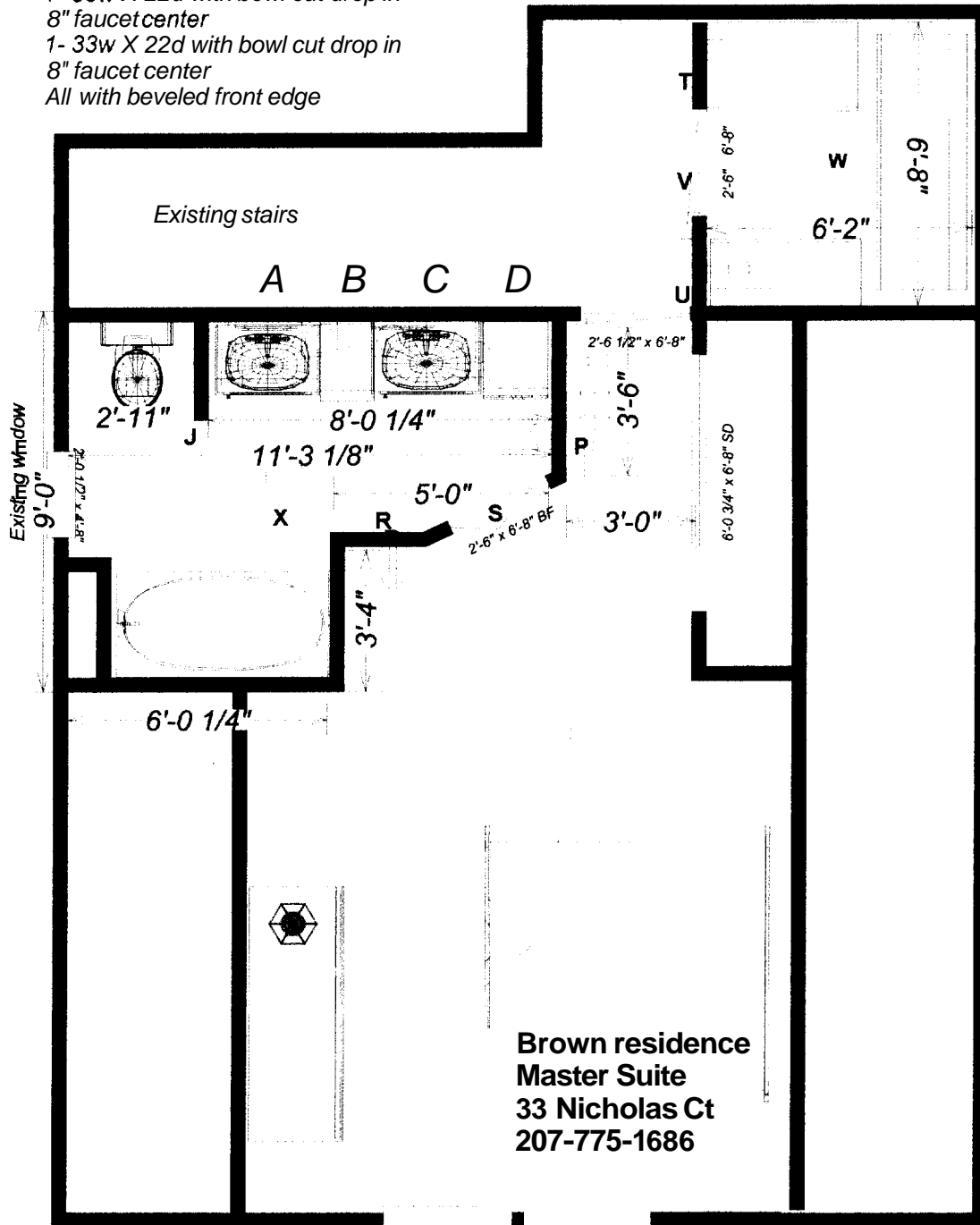
B - Vanity drawer  
base  
15w X 30h X 21d

C - Vanity base  
with door/drawers  
30w X 34h X 21d  
drawers right

D - Linen cabinet 2 doors  
2 adjustable shelves up  
4 rollout trays lower  
18w X 84h X 21d

Granite tops  
1- 12w X 22d  
1- 30w X 22d with bowl cut drop in  
8" faucet center  
1- 33w X 22d with bowl cut drop in  
8" faucet center  
All with beveled front edge

Misc - 2 pieces - 3" filler



**Brown residence  
Master Suite  
33 Nicholas Ct  
207-775-1686**

Scope of Work:

3'-0" x 4'-8"

3'-0" x 4'-8"

Install walls (J), (P), (R), (T) and (U) all 12" on center 2x4 studs. On 2"6" door openings, install 2 door studs, 2 cripple studs and two 2 x 10 headers with 1/2" spacers for door headers. Install sound 3.5" insulation batts in walls and cover with 1/2" drywall. Install new door (S), hung left with swing-out and existing door (V), hung left with swing-out. Apply appropriate wood moulding (match existing) to door surround, baseboard, etc. Install designated cabinetry after new ceramic tile floor is installed. New granite counter top to be installed by granite company.

Install new undermount sinks on granite counter tops. Relocate toilet drain to new toilet location and add new drains for sinks . Utilize existing shower drain for tub. Install existing toilet on designated site and install new 4-piece tub/shower surround. Install new water supplies with all water supply lines having appropriate shut-off valves.

Install (2) GFI outlets in bathroom on wall over counter tops, new light switch for lights (2) over cabinets and relocate existing fan/light switch. Install new ceiling fan. Add new switched outlet and add new wall outlets as designated. Install new ceiling light (W) and wall switch as designated in walk-in closet. Add other wall outlets as designated if non-existing.

All work must meet Portland building code, and electrical and plumbing contractors to secure appropriate permits for work.

July 5, 2006



This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query,

**Current Owner Information**

**Card Number** 1 of 1  
**Parcel ID** 153 A025015  
**Location** 33 NICHOLAS CT  
**Land Use** RESIDENTIAL CONDO

**Owner Address** REBER JUDITH VN VET & ELIZABETH BLANCHFLOWER JTS  
 33 NICHOLAS CT  
 PORTLAND ME 04103

**Book/Page** 19930/059  
**Legal** 153-A-25 154-B-16  
 HARVARD ST R 191-275  
 RADCLIFF GLEN CONDO  
 UNIT 15

**Current Assessed Valuation For Fiscal Year 2006**

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$31,800	\$158,180	\$189,980

**Estimated Assessed Valuation For Fiscal Year 2007\***

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$51,200	\$205,000	\$256,200

\* Value subject to change based upon review of property status as of 4/1/06.  
 The **tax** rate will be determined by City Council in May **2006**.

**Property Information**

<b>Year Built</b> 2003	<b>Style</b> Townhouse End	<b>Story Height</b> 1	<b>Sq. Ft.</b> 1947	<b>Total Acres</b> 0		
<b>Bedrooms</b> 4	<b>Full Baths</b> 3	<b>Half Bath.</b>	<b>Total Rooms</b> 8	<b>Attia</b> Part Finsh	<b>Basement</b> Full	

**Outbuildings**

<b>Type</b>	<b>Quantity</b>	<b>Year Built</b>	<b>Sirs</b>	<b>Grade</b>	<b>Condition</b>
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**Sales Information**

<b>Date</b> 08/01/2003	<b>Type</b> LAND + BLDING	<b>Price</b> \$282,252	<b>Book/Page</b> 19930-59
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**Picture and Sketch**

*Picture*      *Sketch*      *Tax Map*

[Click here to view Tax Roll Information.](#)

Any information concerning **tax** payments should be directed to the Treasury office at **874-8490** or e-mailed.

**New Search!**

This page contains Tax Roll Information as of April 1,2005.  
To do another search, press the New Search button at the  
bottom of the screen.

TAX ACCT ID 47990

Property Valuation Information

LAND VALUE	\$31,800.00
BUILDING VALUE	\$158,180.00
HOMESTEAD EXEMPTION	(\$10,530.00)
POST WORLD WAR I VETERAN	(\$4,050.00)
NET TAXABLE - REAL ESTATE	\$175,400.00
TAX AMOUNT	\$3,530.80

**New Search!**

# PURCHASE AND SALE AGREEMENT

May 26, 2006

MAY 26, 2006 Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

I. PARTIES: This Agreement is made between Theresa J. Brown, Stuart A. Brown ("Buyer") and Elizabeth Blanchflower, Judith Reber ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ( all  part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 33 Nicholas Court and described in deed(s) recorded at said County's Registry of Deeds Book(s) 19930, Page(s) 59

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: no exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions

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: dishwasher, refrigerator, gas range, washer, dryer, microwave

Seller represents that such items shall be operational at the time of closing, except: no exceptions

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 337,400.00. Buyer  has made; or  will make within 2 business days of the date of this offer, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ -0- will be paid n/a. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 26, 2006 (date) 8:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on July 14, 2006 (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 in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

March 2006

Page 1 of 4 - P&S

Buyer(s) Initials TJB

Seller(s) Initials EBJR

Keller Williams Realty The Hatcher Group 49 Dartmouth Street Portland, ME 04101  
Lori Noms

Phone: (207) 775-2121

Fax: (207) 775-2122

Nicholas 33

Produced with ZipForm™ by REFormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 [www.zipform.com](http://www.zipform.com)

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: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at 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. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

13. DUE DILIGENCE: 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 investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>		Within <u>10</u> days	h. Mold		<input checked="" type="checkbox"/>	Within _____ days
b. Chimney		<input checked="" type="checkbox"/>	Within _____ days	i. LeadPaint		<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan		<input checked="" type="checkbox"/>	Within _____ days	j. Arsenic Treated Wood		<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal		<input checked="" type="checkbox"/>	Within _____ days	k. Pests		<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)		<input checked="" type="checkbox"/>	Within _____ days	l. Pool		<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity		<input checked="" type="checkbox"/>	Within _____ days	m. Zoning		<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>		Within <u>10</u> days	n. Floodplain		<input checked="" type="checkbox"/>	Within _____ days
				o. Code Conformance		<input checked="" type="checkbox"/>	Within _____ days
				p. Insurance		<input checked="" type="checkbox"/>	Within _____ days
				q. Other <u>appraisal</u>	<input checked="" type="checkbox"/>		Within <u>20</u> days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property. Since the determination on the acceptability of the results of the above investigations rests exclusively with Buyer, Seller's signature on this Agreement shall constitute written authorization to release the earnest money to Buyer if Buyer terminates the Agreement under this paragraph and Seller agrees to hold the agency holding the earnest money harmless for returning the earnest money to Buyer in the event of such termination.

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 \$ n/a

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

- This Agreement is subject to Buyer obtaining a conventional loan of 80.000 % of the purchase price, at an interest rate not to exceed 6.750 % and amortized over a period of 30 years.
- 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. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing  is  is subject to the sale of another property. See addendum Yes  No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

John Hatcher/Lori Norris of Keller Williams Realty is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

John Hatcher/Lori Norris of Keller Williams Realty is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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

17. MEDIATION: Except as provided below, 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. 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. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

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: LeadPaint -  Yes  No ; Other -  Yes  No  
 Explain: \_\_\_\_\_  
 The Property Disclosure Form is not an addendum and not part of this Agreement.

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/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within   x   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 authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS: 1. This Agreement is contingent upon Buyers closing on their home at 32 Woodmont Street, Portland, on/before July 14, 2006. Property is currently under contract.

4 copy of this Agreement is to be received by all part; 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 Revenue Services.

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.

Buyer's Mailing address is 32 Woodmont Street, Portland, ME 04102

Theresa J. Brown 5/26/06  
BUYER DATE  
Theresa J. Brown

Stuart A. Brown 5/26/06  
BUYER DATE  
Stuart A. Brown

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 33 Nicholas Court, Portland, ME 04013

Elizabeth Blanchflower 5/26/06  
SELLER DATE  
Elizabeth Blanchflower

Judith L. Reber 5-26-06  
SELLER DATE  
Judith Reber

**COUNTER-OFFER:** Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**EXTENSION:** The time for the performance of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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