

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION PERMIT

Permit Number: 0907

JUL 13 2009

PERMIT ISSUED

This is to certify that GERMANI LOUIS R & KATHRYN M GERMANI ITS
 has permission to Change of Use to Single Family w/Home Occupation of Dressmaking and Craft Making.
 AT 13 GLECKLER RD CBL 156 A008001

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 written permission procured before this building or part thereof is lathed or otherwise closed in. 24 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

JUL 13 2009

CITY OF PORTLAND

Thomas M. Moulton 7/13/09
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 11 GLECKLER RD CBL 156 A008001

Issued to Germani Louis R & /SABELNIKOVA RAISA Date of Issue 10/15/2009

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 09-071 has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

First Floor left rear and second floor right rear

APPROVED OCCUPANCY

Single Family with Dressmaking and Craft Making.
Use Group R-3, Type 5b, IRC 2003

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

10/15/09
.....
(Date)

.....
Inspector

.....
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 09-0711	Issue Date:	CBL: 156 A008001
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Location of Construction: 13 GLECKLER RD	Owner Name: GERMANI LOUIS R & KATHRY	Owner Address: 13 GLECKLER RD	Phone: 207-650-0406
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Business Name:	Contractor Name:	Contractor Address:	Phone:
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Lessee/Buyer's Name	Phone:	Permit Type: Change of Use Home Occupation	Zone: R-3
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Past Use: Single Family Home	Proposed Use: Single Family Home - Change of Use to Single Family w/Home Occupation of Dressmaking and Craft Making.	Permit Fee: \$225.00	Cost of Work: \$0.00	CEO District: 4
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FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB JRC 2003 Signature: Jm 7/13/09
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Proposed Project Description:
Change of Use to Single Family w/Home Occupation of Dressmaking and Craft Making.

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: lmd	Date Applied For: 07/08/2009	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"/> OK w/ conditions Date: 7/10/09 ABM	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 ABM 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

10/15/09 - Checked rooms for crosswalks - egress ok Fire
extinguishers + smoke detectors ok - no issues seen - ok
to issue Cgo for Home Occupations

Jan M

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0711	Date Applied For: 07/08/2009	CBL: 156 A008001
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Location of Construction: 13 GLECKLER RD	Owner Name: GERMANI LOUIS R & KATHRY	Owner Address: 13 GLECKLER RD	Phone: 207-650-0406
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use Home Occupation	

Proposed Use: Single Family Home - Change of Use to Single Family w/Home Occupation of Dressmaking and Craft Making.	Proposed Project Description: Change of Use to Single Family w/Home Occupation of Dressmaking and Craft Making.
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Ann Machado	Approval Date: 07/10/2009
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) Separate permits shall be required for any new signage.			

Dept: Building	Status: Approved with Conditions	Reviewer: Tom Markley	Approval Date: 07/13/2009
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			
2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			

Comments:
7/10/2009-amachado: Spoke to Raymond. Need more informaton about how the different activities are related. He said that he would send me something.
7/10/2009-amachado: Received additional information about the home occupation.



General Building Permit Application

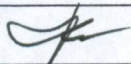
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>X 13 Gleekler Rd.</u>		
Total Square Footage of Proposed Structure/Area <u>1,614</u>	Square Footage of Lot <u>.22 acre</u>	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>156 - A - 008</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>X Raisa Sabelnikova</u> <u>and Raymond Pelletier</u> Address <u>128 North St., Apt. 1</u> City, State & Zip <u>Portland, ME 04101</u>	Telephone: <u>207-650-0406</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>same (sale pending)</u> Address City, State & Zip	Cost Of Work: \$ <u>N/A</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>Single Family</u> Number of Residential Units <u>1</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Single Family with home occupation</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>No alterations needed. Will use portion of dwelling for home occupation of dressmaking and craft making</u>		
Contractor's name: <u>N/A</u> Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>Ray Pelletier</u> Telephone: <u>207 650 0406</u> Mailing address: _____		

Please submit all of the information outlined on the applicable 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 or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division 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.

Signature:  Date: 7/8/2009

This is not a permit; you may not commence ANY work until the permit is issue

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

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.


A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**

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.

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

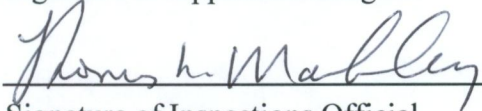
CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

7/13/09

Date



Signature of Inspections Official

7/13/09

Date

Raisa V. Sabelnikova
128 North St., Apt 1
Portland, ME 04101
(207) 650-0406

July 8, 2009

Ms. Marge Schmuckal
Zoning Administrator
Department of Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Ms. Schmuckal:

I am requesting a permit to allow me the use of my residence at 13 Gleckler Road for a home occupation. My husband, Raymond Pelletier, and I have entered into a Purchase and Sale Agreement to Purchase the property. A copy is enclosed. I intend to engage in dressmaking/tailoring and craftmaking. Dressmaking/tailoring will involve meeting with and counseling clients on particular clothing designs and images to be created or altered. Crafts will include weaving and lapidary work. Dressmaking/tailoring and home crafts are acceptable home occupations listed under paragraph (b) of Section 14-410 of the Portland Zoning Ordinance. The following is an explanation of how my home occupation meets the criteria listed under paragraph (a) of the same:

- a. My home occupation will occupy at most 328 square feet (approximately 20%) of the floor area of the residence;
- b. No goods will be stored, displayed or be visible from outside the residence;
- c. Storage of the materials necessary to perform my occupation is minimal and included in the 328 square feet of floor space mentioned above;
- d. There will be one small non-illuminated exterior sign not exceeding a total area of two (2) square feet, affixed to the building and not projecting more than one (1) foot beyond the building;
- e. No exterior alterations to the residence are necessary;
- f. Available off-street parking on the property far exceeds the need for parking that will be generated by the home occupation. No more than one or, at times two clients would be expected to be at the premises at any time. In addition to the two-car garage on the property, the driveway area can accommodate at least four (4) additional vehicles outside of the front yard (See enclosed photo);
- g. No objectionable effects will result from my home occupation;
- h. I will not require the services of any employees;

*See email
received
7/10/09
which explains
home
occupation
further.*

Ms. Marge Schmuckal

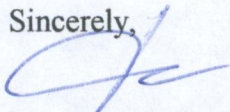
Page 2

- i. No traffic will be generated in greater volumes than would normally be expected in a residential neighborhood. On average only a handful of visits per day is expected.
- j. No vehicles even nearing a gross vehicle weight of 6,000 pounds are necessary for my home occupation.

As you can see, my home occupation is a secondary and incidental use of my residence. The external activity level and impact is negligible and in keeping with the residential character of the neighborhood.

Attached you will find a copy of floor plans showing our entire dwelling and the area of the home occupation space. Also enclosed is a check in the amount of \$225.00 to cover the fees for Change of Use for home occupation and Certificate of Occupancy. Thank you for your assistance in this matter.

Sincerely,



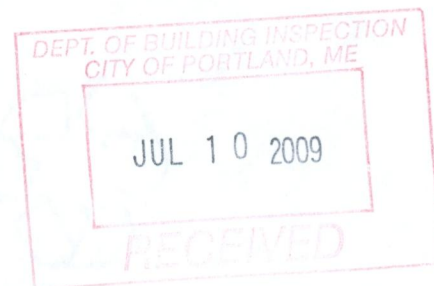
Raisa V. Sabelnikova

From: <rpelletier9@maine.rr.com>
To: <amachado@portlandmaine.gov>
Date: 7/10/2009 1:53:39 PM
Subject: Home Occupation Permit for Raisa Sabelnikova

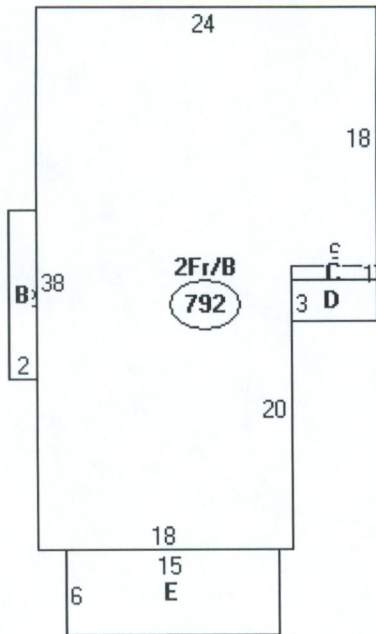
Hi Ann,

Following up on our phone conversation, Raisa's dress making and craft making are interrelated. She would be advising clients not only on wardrobe, but on the person's overall image. She anticipates making to order clothing items as well as accessories, including shawls, hand bags or jewelry items, that would complement the overall image or style the person wants to achieve. She is taking a college level course in this field of image. Thus, the craftmaking is a part of the same overall occupation she wants to engage in. Please let me know if you have any additional questions. Thank you.

Ray Pelletier







Descriptor/Area	
A: 2Fr/B	792 sqft
B: FBAY/B	24 sqft
C: 1Fr/B	6 sqft
D: OFP	18 sqft
E: OFP	90 sqft

$$\begin{array}{r}
 \text{first floor} - 792 \\
 \phantom{\text{first floor}} + 6 \\
 \hline
 798 \phi
 \end{array}$$

$$\begin{array}{r}
 + \\
 \text{second floor, } 792 \\
 \hline
 \end{array}$$

$$\text{total} = 1590 \quad 25\% = 397.5 \phi$$

$$\begin{array}{r}
 \text{home occupation} - 10 \times 16 = 160 \phi \approx 22\% \\
 12 \times \frac{14}{2} = 168 \phi \\
 \hline
 \end{array}$$

$$\text{total } 328 \phi \quad 328/1590 = 20.6\%$$

PURCHASE AND SALE AGREEMENT

July 1, 2009

Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Raymond A Pelletier, Raisa V. Sabelnikova ("Buyer") and Louis R. Germani, Kathryn M. Germani ("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 9-13 Gleckler Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24685, Page(s) 215.

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 as viewed on 6/30/09 are included with the sale at no additional cost, in "as is" condition with no warranties: refrigerator, stove, microwave, dishwasher, washer, dryer, garage door opener and remote (1)

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 270,000 Buyer has delivered; or will deliver to the Agency within 1 days of the date of this offer, a deposit of earnest money in the amount \$ 8,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. Failure by Buyer to deliver 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: Harbor City Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 1, 2009 (date) 9 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 8/14/09 (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 calendar 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.

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. FUEL/UTILITIES/PRORATIONS: Fuel in tank shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. 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. 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. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. 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	j.	Lead Paint		<input checked="" type="checkbox"/>		Within _____ days
b.	Chimney		<input checked="" type="checkbox"/>		Within <u>10</u> days	k.	Arsenic Treated Wood		<input checked="" type="checkbox"/>		Within _____ days
c.	Environmental Scan			<input checked="" type="checkbox"/>	Within _____ days	l.	Pests	<input checked="" type="checkbox"/>			Within <u>10</u> days
d.	Sewage Disposal			<input checked="" type="checkbox"/>	Within _____ days	m.	Pool		<input checked="" type="checkbox"/>		Within _____ days
e.	Water Quality (including but not limited to radon, arsenic, lead, etc.)			<input checked="" type="checkbox"/>	Within _____ days	n.	Zoning				Within _____ days
f.	Water Quantity	<u>RS</u>		<input checked="" type="checkbox"/>	Within _____ days	o.	Habitat Review/Waterfowl		<input checked="" type="checkbox"/>		Within _____ days
g.	Air Quality (including but not limited to asbestos, radon, etc.)	<u>RS</u>		<input checked="" type="checkbox"/>	Within <u>10</u> days	p.	Flood Plain		<input checked="" type="checkbox"/>		Within _____ days
h.	Square Footage			<input checked="" type="checkbox"/>	Within _____ days	q.	Code Conformance	<input checked="" type="checkbox"/>			Within <u>10</u> days
i.	Mold			<input checked="" type="checkbox"/>	Within _____ days	r.	Insurance		<input checked="" type="checkbox"/>		Within _____ days
						s.	Lot size/acreage		<input checked="" type="checkbox"/>		Within _____ days
						t.	Coastal shoreland septic		<input checked="" type="checkbox"/>		Within _____ days
						u.	Other <u>Appraisal</u>	<input checked="" type="checkbox"/>			Within <u>15-20</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.

13. 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 to be provided through n/a.

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

- This Agreement is subject to Buyer obtaining a Conv. loan of 80,000 % of the purchase price, at an interest rate not to exceed Prevailing % 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 within 25 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 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, Seller's licensee or Buyer's licensee.
- 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 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.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- 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.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Jean Russo of Harbor City Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker
Cynthia W. Landrigan of Town and Shore Assoc., LLC 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.

16. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

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: _____
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 calendar 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 licensee. 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 which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, 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 licensees prior to, at and after the closing.

August 2008 Page 3 of 4 - P&S Buyer(s) Initials RP RS Seller(s) Initials LG [Signature]

26. OTHER CONDITIONS:

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 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 _____
Ray Pelletier 7/1/09 [Signature] 7/1/09
BUYER DATE BUYER DATE
Raymond A Pelletier Raisa V. Sabelnikova

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 _____
Louis R. Germani 7/1/09 [Signature] 7/1/09
SELLER DATE SELLER DATE
Louis R. Germani Kathryn M. Germani

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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Addendum 1 to Agreement

Addendum to contract dated 7/01/09

between Louis R. Germani , Kathryn M. Germani (hereinafter "Seller")

and Raymond A. Pelletier , Raisa V. Sabelnikova (hereinafter "Buyer")

property 9-13 Gleckler Road, Portland, ME 04103

1. This contract is subject to buyers ability to obtain a permitted use for a dressmaking in-home business from the city of Portland.

2. Seller to install prior to closing the following:
Shower head in second floor bath. Washer and dryer ~~from basement~~ ^{provided by buyer} to be installed in closet of woodstove room. Dryer should be vented to outside

RP L.G.
RS K.G.

RP Shower (round) curtain rod installed prior to closing at seller expense

3. Radon to be tested after closing with \$1000 of Sellers' proceeds to be placed in escrow if test passes state levels, within 60 days.

L.G. RP
K.G. RS

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Ray Pelletier 7/1/09
Buyer Date
Raymond A. Pelletier

Louis R. Germani 7/1/09
Seller Date
Louis R. Germani

Raisa V. Sabelnikova 7/1/09
Buyer Date
Raisa V. Sabelnikova

Kathryn M. Germani 7/1/09
Seller Date
Kathryn M. Germani



Single Family AGENT SYNOPSIS

MLS#: 940802 Status: Pending
13 Gleckler, Portland, ME 04103

Continue to Show: No
List Price: \$ 275,000
Original Price: \$ 275,000
List Date: 07/07/09

Directions: Ocean Ave to Gleckler near Cheverus

Neigh'd/Assoc:

Assoc. Fee /Mo:

General/Land Information

Style: Colonial #Rooms:8 #Bedrooms: 3 #BathsF = 2 3/4 = 0 1/2 = 0
Foundation Sz +/-: SqFt Fin. Above Grade+/-: 1,814 SqFt Fin. Below Grade+/-: 0 SqFt Finished Total+/-: 1,814
Source of Square Footage: Public Record
Year Built+/-: 1930 Color: Beige Lot Size (Acr)+/-: 0.220 Road Frontage+/-:
Surveyed: No Seasonal: No Zone: R-3
Flood Zone: No Water Body:
WtrFrt: No Amt Wtr Frntge+/-: WF Shared+/-: WF Owned+/-:

Interior Information

	KT	DN	LR	FR	MBR	2BR	3BR	4BR	5BR	OT
Level:	1	1	1	1	2	2	2			2

Size:
Cathedral Cell: No Skylight: No Fireplace: 0 Wood Stove: No Wood Stove HU: No
Appliances: Disposal, Range-Electric, Refrigerator

Remarks

Builder's home in Back Cove area extensively remodeled and in move-in condition! Gleaming wood floors, new kitchen and 2 new baths, 3 BRs, FR, office, formal dining room, and updated systems. Large lot and 2-car garage. Walk to the Boulevard!

Property Features - NOTE: Check Detail Reports for complete list of Features.

Site: Level	Construction: Wood Frame
Driveway: Paved, Gravel	Basement Info: Full
Parking: 1-10 Spaces, Garage	Foundation Mtrls:
Location: Neighborhood	Exterior: Vinyl Siding
Uses: Residential	Roof: Shingle
Restrictions: No Restrictions	Heat System: Hot Water
Rec. Water:	Heat Fuel: Oil
Roads: Public	Water Heater: Off Heating System
Transportation: Major Road Access	Cooling: No Cooling Equipment:
Electric: Circuit Breakers	Floors: Wood, Other Flooring
Gas: Natural-At Street	Veh. Storage: 2 Cars, Detached, Garage, Auto Door Opener
Sewer: Public	Amenities: Porch
Water: Public	Access. Amenities:

Tax/Deed/Community Information

Book/Page/Partial: 24685/215/No Map/Block/Lot: 156/A/8&9 Tax Amount/Yr: \$ 3,618 / (2009)
Tax Reduction: No School:

Off Market Information

DOM: 0

Pending Date: 07/07/09

Listing Contact Information

List Office: HarborCity Realty 1401	Office: 207-775-1991	
List Agent: Jean Russo 001683	Email: russo@maine.rr.com	LAgt Ph: 207-775-1991
CoList Agt:	CoL Agt Ph:	LAgt Cell:
CoList Email:		CoL Cell:
Show Intr: Call Listing Broker		SAF/BAF/TBF: 2.50% / / 2.50% / 2.50%

Virtual Tour:

Internal Also listed as 939505 multi unit
Rmks /Continge

Information Printed by: Cynthia Landrigan 002187

Printed: 07/07/09

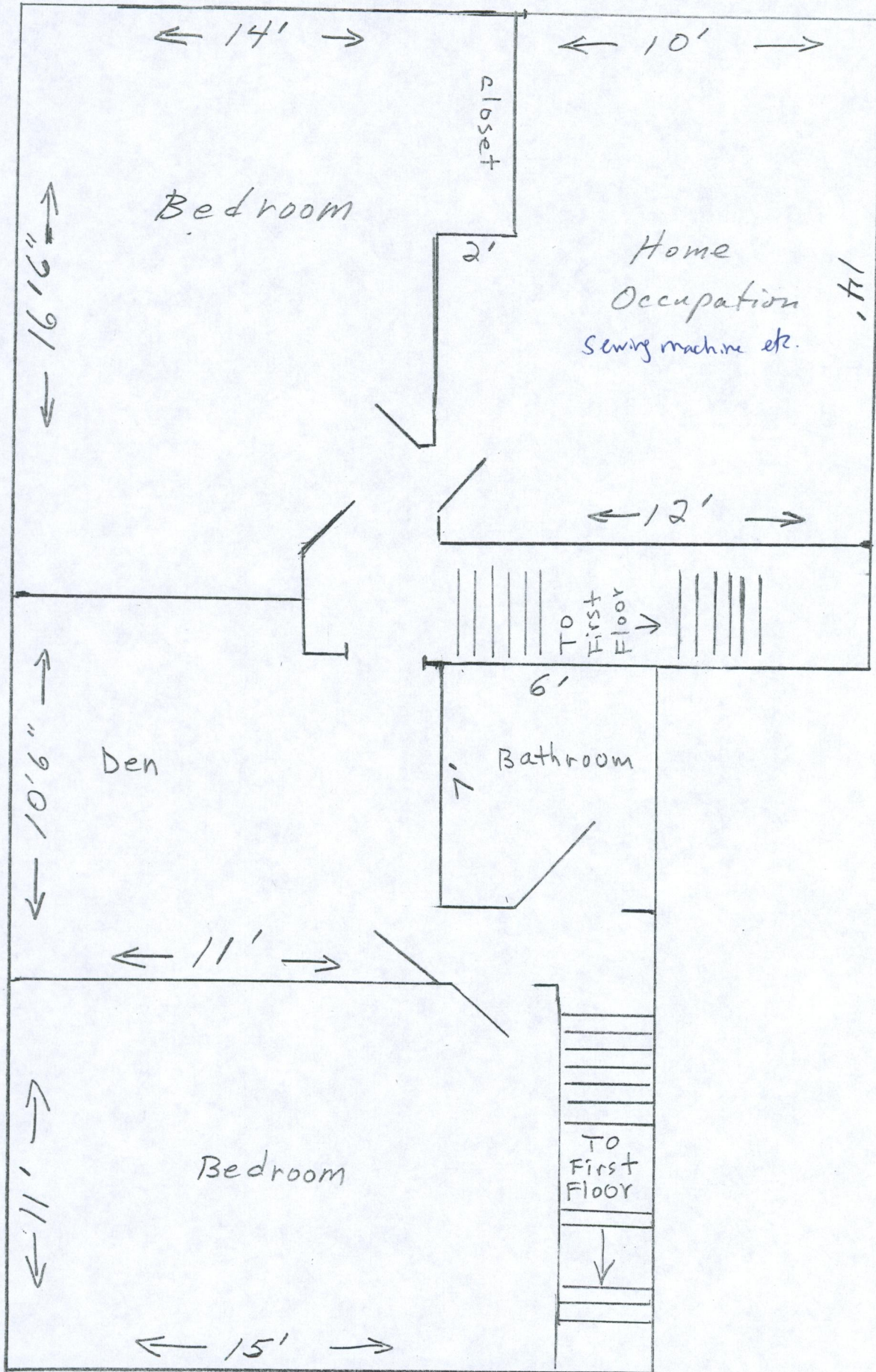
The information on MLS listings has been assembled from various sources of varying degrees of reliability. Any information that is critical to your



13 GLECKLER RD

Second Floor

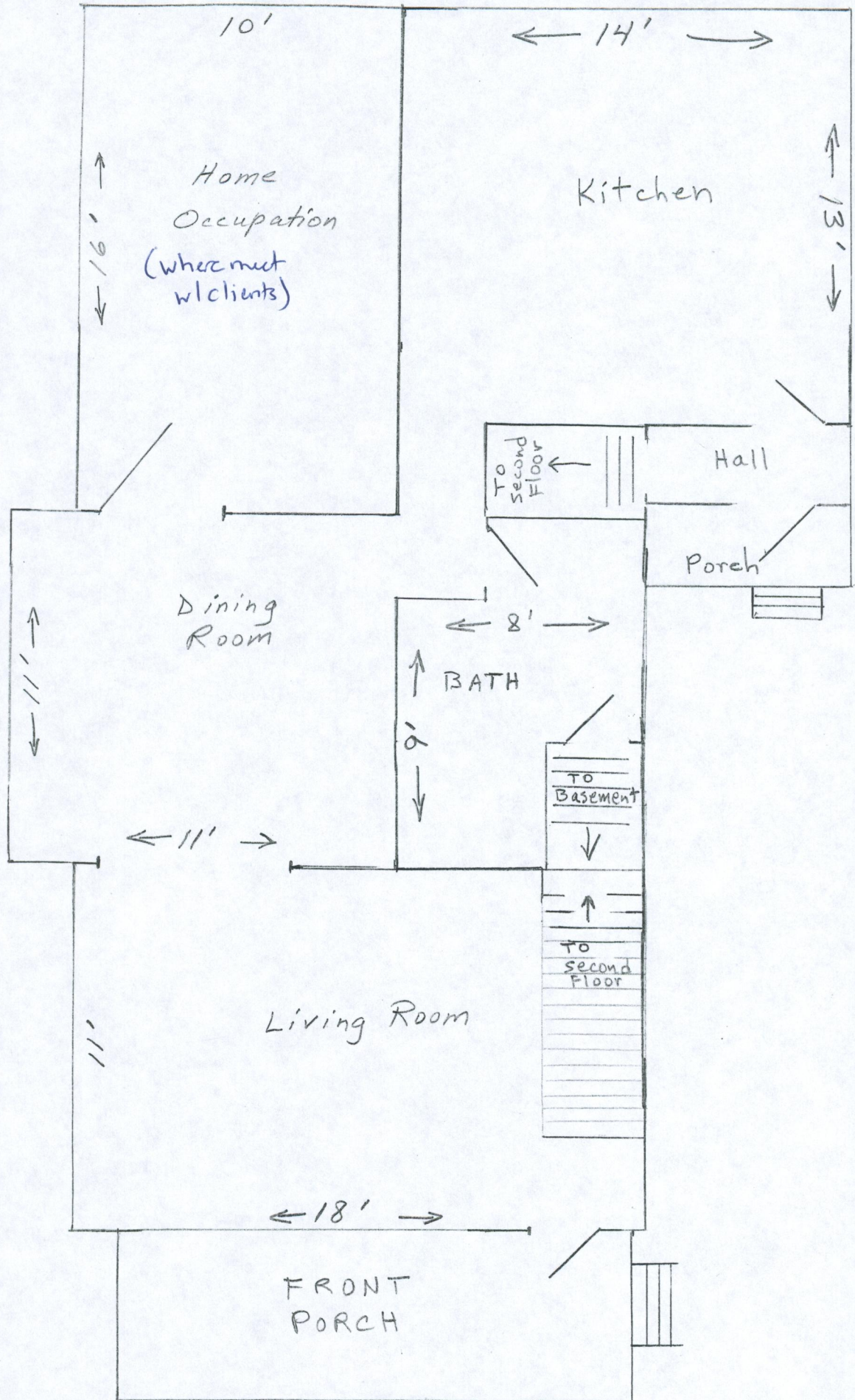
Raisa Sabelnikova



13 GLECKLER RD

FIRST FLOOR

Raisa Sabelnikova



Spoke to Ray Pelletier
and told him that
permit is ready for
pick-up.
7/13/09
Tom M



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

July 8 20 09

Received from Raymond Pelletier

Location of Work 13 Sercker

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: _____

Building (IL) _____ Plumbing (IS) _____ Electrical (I2) _____ Site Plan (U2) _____

Other Home Occupation

CBL: 156-A-008

Check #: 907 Total Collected \$ 225⁰⁰

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: LMID

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy