

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING PERMIT

This is to certify that SECOND CHANCE PROPERTIES LLC

Located At 422 OCEAN ST

Job ID: 2011-04-713-CH OF USE

CBL: 159 - - B - 022 - 001 - - - -

has permission to Change the use and do renovations, formerly a church to a single family home provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

*Paul Per B.W.*

**Fire Prevention Officer**

*Sam Runkle 4/28/14*

**Code Enforcement Officer / Plan Reviewer**

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY.  
PENALTY FOR REMOVING THIS CARD**



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* • [www.portlandmaine.gov](http://www.portlandmaine.gov)

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-04-713-CH OF USE

Located At: 422 OCEAN

CBL: 159 - - B - 022 - 001 - - - -

## **Conditions of Approval:**

### **Zoning**

1. With the issuance of this permit and the certificate of occupancy, this property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
2. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

### **Fire**

1. All construction shall comply with City Code Chapter 10.
2. A sprinkler system shall be installed.
3. A separate Suppression System Permit is required.
4. All smoke detectors and smoke alarms shall be photoelectric.
5. Hardwired Carbon Monoxide alarms with battery back up are required on each floor.

### **Building**

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans, including sill height of escape window in basement.
3. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
4. Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
5. Those renovating dwellings shall install a CO detector in each area within or giving access to bedrooms. That detection must be powered by the electrical service in the building and battery.
6. In dwellings, window sills located more than 72" above the exterior grade shall be a minimum of 24" above the finished floor. Operable sashes shall open less than 4" where the opening is located within 24" of the finished floor. Window fall prevention or opening limiting devices may be required per IRC 2009 section R612.
7. The spiral stair shall be installed per section R311.
8. The installation of steel beams requires submittal of a specification sheet.

*for possible garage added under amendment JMB*

## BUILDING PERMIT INSPECTION PROCEDURES

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

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
  - **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
  - **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**
1. Close in, electrical, plumbing and framing prior to insulation or drywall
  2. Final inspection/Certificate of Occupancy

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

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

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

Job No: 2011-04-713-CH OF USE	Date Applied: 4/4/2011	CBL: 159 - - B - 022 - 001 - - - - -	
Location of Construction: 422 OCEAN AVE	Owner Name: Tina Richardson	Owner Address: 275 METHODIST RD WESTBROOK ME 04092	Phone:
Business Name:	Contractor Name: Trade Masters Inc	Contractor Address:  60 Day Rd., Gorham, ME 04038	Phone:  (207) -329-8236
Lessee/Buyer's Name:	Phone:	Permit Type: CHUSE-COMM - Change of Use	Zone:  R-3
Past Use:  Church	Proposed Use:  Single family - Change of use from church to single family home - remove kitchen from basement and add kitchen on first floor.	Cost of Work: 100000.00	CEO District:
		Fire Dept:  <input checked="" type="checkbox"/> Approved <i>w/conditions</i> <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: <i>R-3</i> Type: <i>3b</i> <i>IRC-2009</i>
		Signature: <i>[Signature]</i> <i>(58)</i>	Signature
Proposed Project Description: 422 Ocean Avenue - change of use to single family		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		<b>Zoning Approval</b>	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>Ok w/conditions</i> <i>4/12/11 ARN</i></p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>ARN</i></p>
	<b>CERTIFICATION</b>		

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	PHON



# 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>422 Ocean Ave</u>		
Total Square Footage of Proposed Structure/Area <u>2700</u>	Square Footage of Lot	Number of Stories <u>2.5</u>
Tax Assessor's Chart, Block & Lot Chart# <u>159</u> Block# <u>B022.2</u> Lot#	Applicant * <b>must be owner, Lessee or Buyer*</b> Name <u>Tina Richardson</u> Address <u>275 Methodist Rd.</u> City, State & Zip <u>Westbrook, ME 04092</u>	Telephone:
Lessee/DBA (If Applicable) <u>check receipts</u> <b>RECEIVED</b> APR - 1 2011	Owner (if different from Applicant) Name Address <u>same</u> City, State & Zip	Cost Of Work: \$ <u>100,000</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>100.00</u> <u>1095.00</u>
Current legal use (i.e. single family) <u>Church</u> If vacant, what was the previous use? <u>City of Portland Maine</u> Proposed Specific use: <u>single family</u> Is property part of a subdivision? <u>no</u> If yes, please name Project description: <u>change a church into a single family with accessory dwelling (see email dated 4/12/11 NO accessory dv.)</u>	Number of Residential Units <u>Change of use from church to single family w/ accessory dwelling units</u>	
Contractor's name: <u>Trade Masters Inc.</u>	Address: <u>60 Day Rd.</u>	Telephone: <u>329-8236</u>
City, State & Zip <u>Gorham, ME 04038</u>	Who should we contact when the permit is ready: <u>Jason Gaudreau</u>	Telephone: <u>329-8236</u>
Mailing address: <u>60 Day Rd. Gorham, ME 04038</u>		

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

jsgaudreau@gmail.com

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](http://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: <u>[Signature]</u>	Date: <u>3/28/11</u>
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**This is not a permit; you may not commence ANY work until the permit is issued**

4/1/11

### Job Summary Report Job ID: 2011-04-713-CH OF USE

Report generated on Apr 4, 2011 10:22:13 AM

Page 1

<b>Job Type:</b>	Change of Use Commercial	<b>Job Description:</b>	422 Ocean Avenue	<b>Job Year:</b>	2011
<b>Building Job Status Code:</b>	Initiate Plan Review	<b>Pin Value:</b>	1019	<b>Tenant Name:</b>	
<b>Job Application Date:</b>		<b>Public Building Flag:</b>	N	<b>Tenant Number:</b>	
<b>Estimated Value:</b>	100,000	<b>Square Footage:</b>			
<b>Related Parties:</b>		CHANCE PROPERTIES SECOND		<i>Property Owner</i>	
		- Trade Masters Inc Trade Masters Inc		<i>GENERAL CONTRACTOR</i>	

#### Job Charges

Fee Code Description	Charge Amount	Permit Charge Adjustment	Net Charge Amount	Payment Date	Receipt Number	Payment Amount	Payment Adjustment Amount	Net Payment Amount	Outstanding Balance
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Location ID: 49574

#### Location Details

Alternate Id	Parcel Number	Census Tract	GIS X	GIS Y	GIS Z	GIS Reference	Longitude	Latitude
	159 B 022 001						-70.27303	43.682939

Location Type	Subdivision Code	Subdivision Sub Code	Related Persons	Address(es)
1				422 OCEAN AVENUE NORTH

Location Use Code	Variance Code	Use Zone Code	Fire Zone Code	Inside Outside Code	District Code	General Location Code	Inspection Area Code	Jurisdiction Code
MULTI-USE COMMERCIAL		2-3					DISTRICT 5	

#### Structure Details

Structure: change of use: church to sf with accessory unit

Occupancy Type Code:

Structure Type Code	Structure Status Type	Square Footage	Estimated Value	Address
Churches and Other Religious	0		100	422 OCEAN AVENUE NORTH

Longitude	Latitude	GIS X	GIS Y	GIS Z	GIS Reference	User Defined Property	Value
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Permit #: 20112391

*Handwritten signature*

#### Permit Data

*enholds inu 4/15/11*

**Ann Machado - RE: 422 Ocean Purchase & Sale**

**From:** "info@mainecoastkitchen.com" <info@mainecoastkitchen.com>  
**To:** Ann Machado <AMACHADO@portlandmaine.gov>  
**Date:** 4/12/2011 3:34 PM  
**Subject:** RE: 422 Ocean Purchase & Sale  
**Attachments:** CCF04122011\_00000.pdf

Attached is the new floor plan for the basement. We will proceed without an accessory Dwelling and use as a Single Family only. Thanks

**From:** Ann Machado [mailto:AMACHADO@portlandmaine.gov]  
**Sent:** Thursday, April 07, 2011 7:48 AM  
**To:** info@mainecoastkitchen.com  
**Subject:** Re: 422 Ocean Purchase & Sale

Thank you.

I will wait to hear what direction you will end up taking.

Ann Machado  
Zoning Specialist  
(207) 874-8709

>>> "info@mainecoastkitchen.com" <info@mainecoastkitchen.com> 4/7/2011 6:11 AM >>>  
Ann,

Attached is the purchase and sale you requested. We are still weighing the options and Jason is still waiting for a call back on some questions before we go ahead with the next step.

Thank you,  
Tina

RECEIVED

APR 12 2011

Dept. of Building Inspections  
City of Portland Maine

## Ann Machado - Change of use permit for 422 Ocean Avenue

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**From:** Ann Machado  
**To:** jagaudreau@gmail.com  
**Date:** 4/5/2011 3:59 PM  
**Subject:** Change of use permit for 422 Ocean Avenue

Jason -

At this point the permit to change the use of the property from a church to a single family home with an accessory dwelling unit is on hold for a few reasons.

First of all, since Tina Richardson is the buyer, we need right, title and interest like the purchase and sales agreement so we know that she has the right to apply for the permit.

Second, the property is located in the R-3 residential zone. To add an accessory dwelling unit to a single family home in this zone is a conditional use. Since it is a conditional use, the applicant must go before the Zoning Board of Appeals. As a conditional use there are certain criteria that need to be met. They are listed in the land use ordinance in section 14-88(a)(2), which can be found on the city's website. One of the conditions is that the accessory dwelling unit can't be more than 30% of the gross floor area of the principal building. Gross floor excludes any floor area that has less than 2/3rds of its floor to ceiling height above the average adjoining grade level. If any of the criteria can't be met then the Zoning Board of Appeals can't approve the conditional use.

You can get a conditional use application at our office in Room 315 at City Hall.

Please feel free to contact me if you have any questions.

Ann Machado  
Zoning Specialist  
(207) 874-8709



PURCHASE AND SALE AGREEMENT

Offer Date March 23, 2011

March 25, 2011 Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Tina Richardson, ("Buyer") and Second Chance Properties LLC, ("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 422 Ocean Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24459, Page(s) 298.

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:

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: Furnace and plumbing has been winterized and not warranted as operational.

4. PERSONAL PROPERTY: The following items of personal property as viewed on N/A are included with the sale at no additional cost, in "as is" condition with no warranties: None

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 214,000.00. Buyer  has delivered; or  will deliver to the Agency within 1 days of the Offer Date, a deposit of earnest money in the amount \$ 10,000.00. 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 wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: 5:00 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 the balance due and execute all necessary papers on May 15, 2011 (closing date) or before, if agreed in 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.

January 2011      Page 1 of 4 - P&S      Buyer(s) Initials TR      Seller(s) Initials TR  
RE/MAX By The Bay 970 Bester Boulevard Portland, ME 04103      Phone 207 553 7202      Fax 207 553 7290      422 Ocean Ave  
David Banks      Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026      www.ziplogix.com

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Dept. of Building Inspections  
City of Portland Maine

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 remaining in tank on day of closing 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 Seller's 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"/>	<input type="checkbox"/>	Within <u>7</u> days	l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Coastal shoreland/septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality (Including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	s. Lot size/acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	t. Survey/MLI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	u. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days
k. Smoke/CO detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	v. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				w. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				x. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ 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 \$ \_\_\_\_\_ to be provided through \_\_\_\_\_.

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

- This Agreement is subject to Buyer obtaining a \*see addendum 1 loan of \* % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within N/A 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 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) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a 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 pre-pays, points and/or closing costs.
- 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 including providing proof of funds 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:

David Banks ( 002090 ) of Re/Max By The Bay ( 1150 )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Paul Callahan ( ) of Keystone ( )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  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 regarding arsenic in private water supplies and arsenic in treated wood.

17. 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.

18. 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.

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 with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

22. 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.

23. 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.

24. EFFECTIVE DATE: 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 observed Maine State/Federal holidays. 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.

26. OTHER CONDITIONS: \* See addendum 1

27. GENERAL PROVISIONS:

- a. 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.
- b. 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.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. 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.

28. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No

Explain:

The Property Disclosure Form is not an addendum and not part of this Agreement.

Buyer's Mailing address is 275 Methodist Rd Westbrook, ME 04092

Tina Richardson 3/24/11  
 BUYER DATE BUYER DATE  
 Tina Richardson

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

[Signature] 3-25-2011  
 SELLER Second Chance Properties LLC DATE SELLER DATE

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 closing date of this Agreement is extended until \_\_\_\_\_ DATE

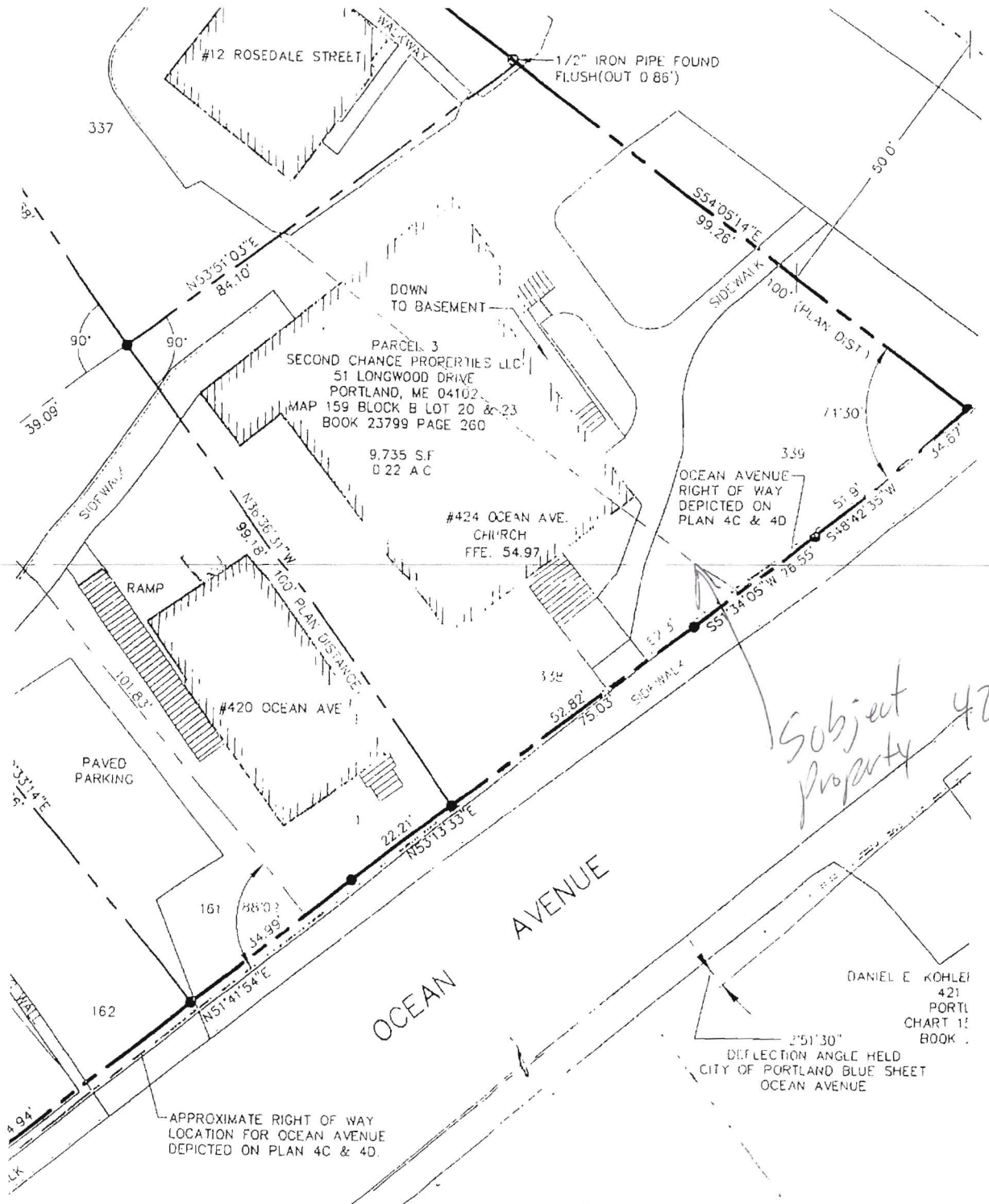
SELLER DATE SELLER DATE

BUYER DATE BUYER DATE

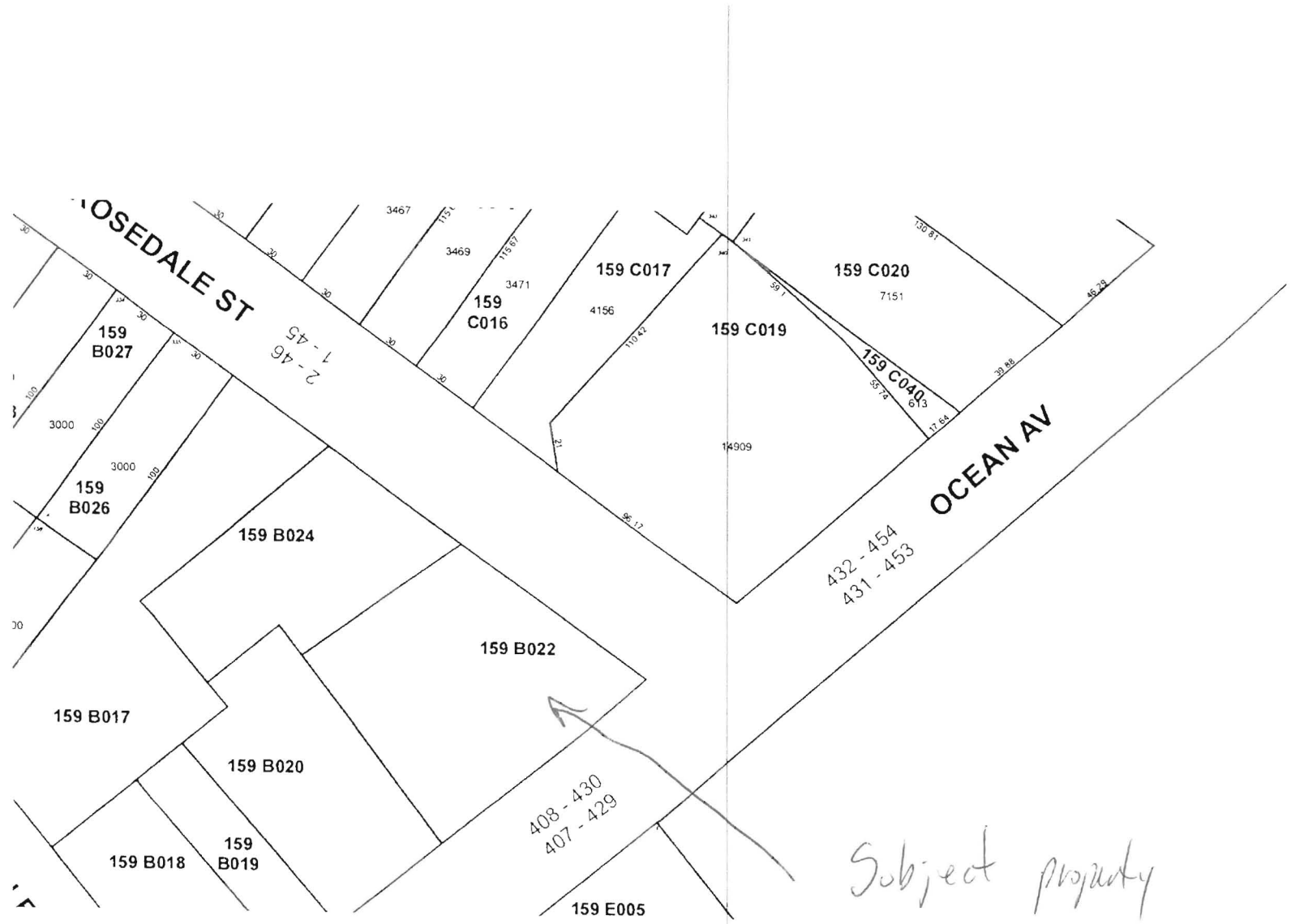


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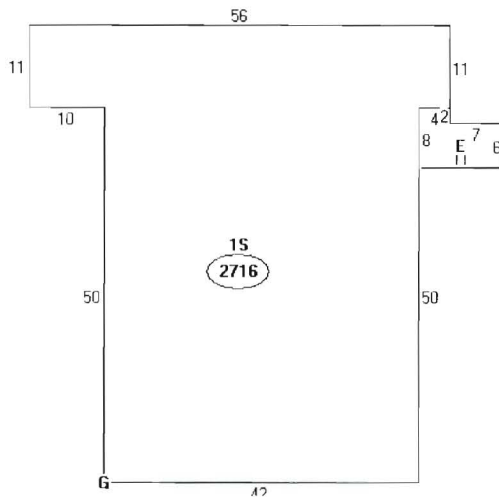




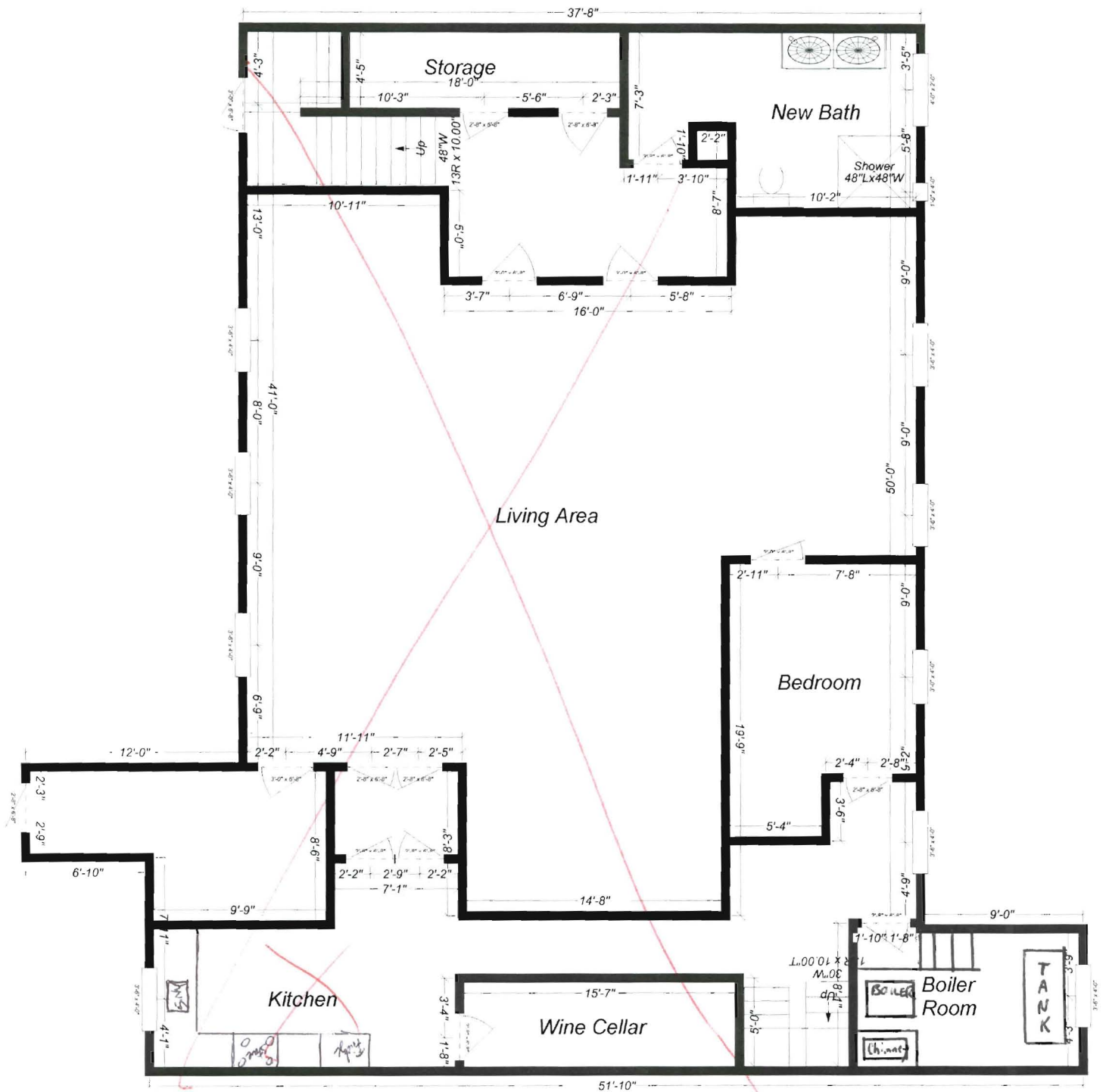
Subject Property 422 Ocean



Subject property  
422 Ocean



Descriptor/Area	Area
A 063	2716 sqft
B 063	2716 sqft
C ENCLOSED ENTRY	74 sqft
D:1S	2716 sqft
E ENTRY	74 sqft
F PA1	15000 sqft
G FN1	150 sqft



~~Proposed basement for  
 accessory dwelling unit  
 See revised plan submitted 4/12/14~~

Boiler room to remain  
 concrete walls  
 with steel fire  
 door.



$375 \times 50 = 1875$

$11 \times 52 = 572$

$\frac{2387}{}$

$16 \times 37.5 = 600$

$\frac{2987}{}$

$370 = 896.1$



*Existing basement*



Existing Hall

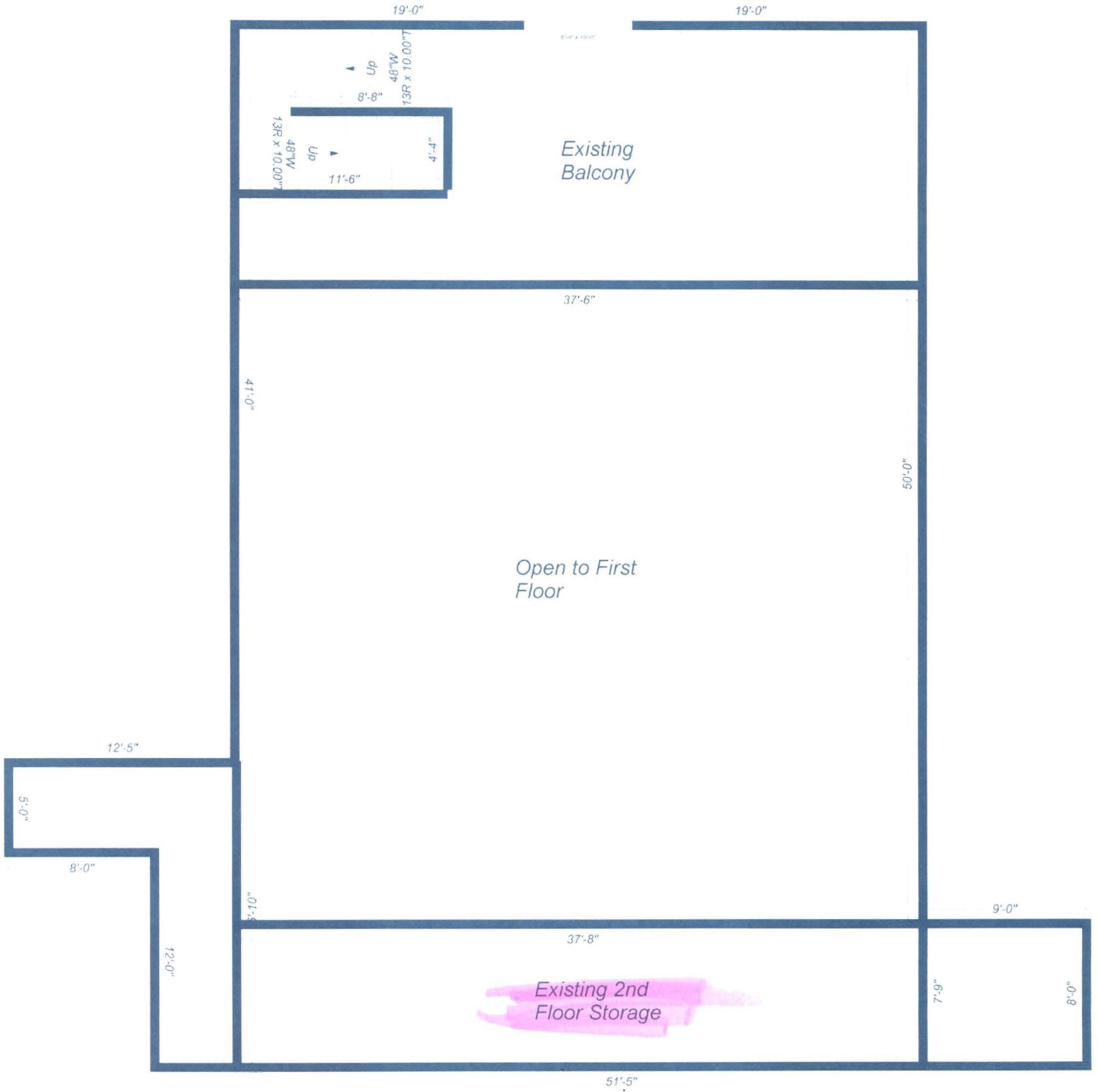
1st Floor

Existing Storage

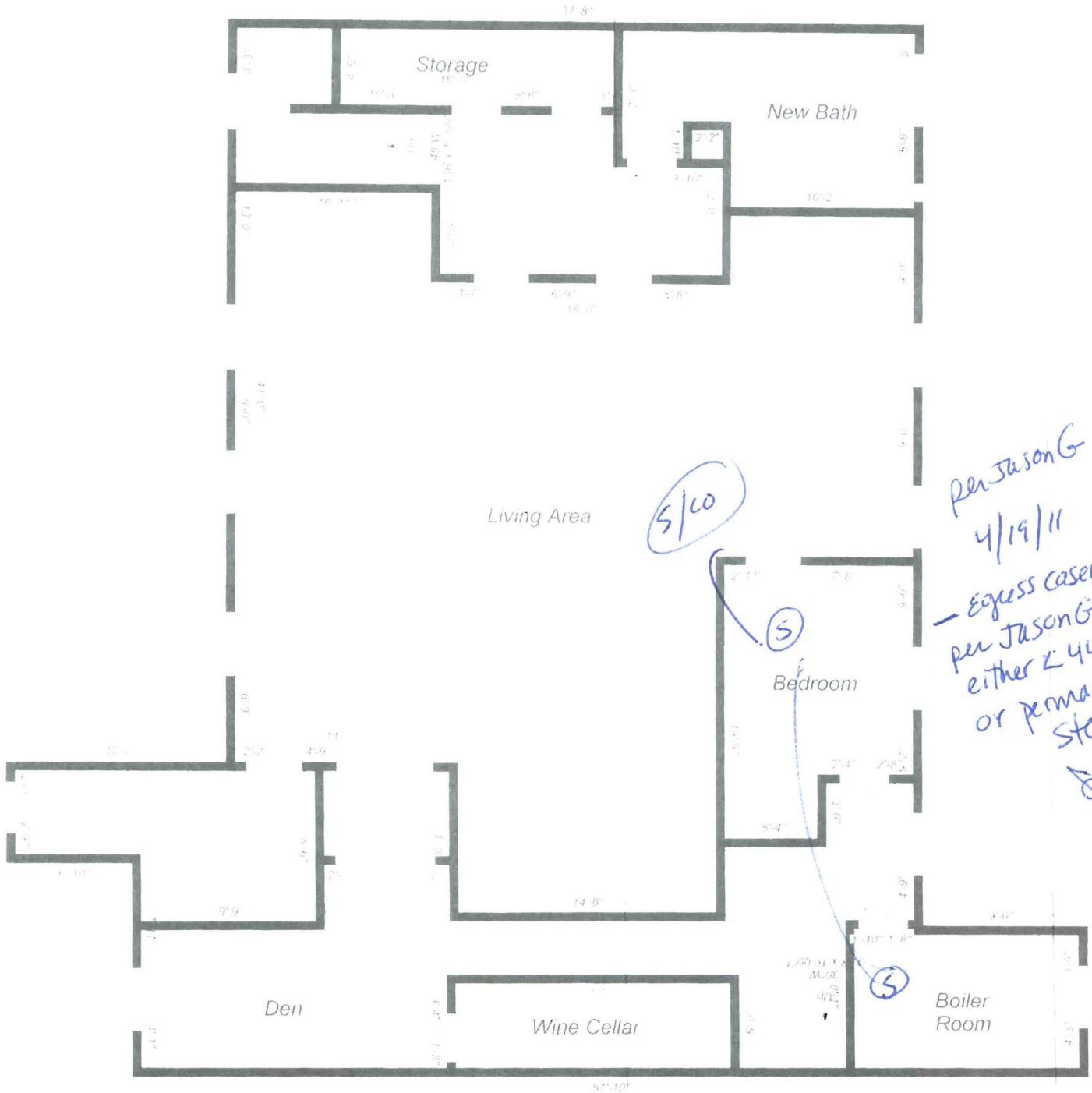
Existing Office

Existing Office

Existing Entry



# New Floor Plan For Basement



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APR 12 2011

Dept. of Building Inspections  
City of Portland Maine

**RECEIVED**

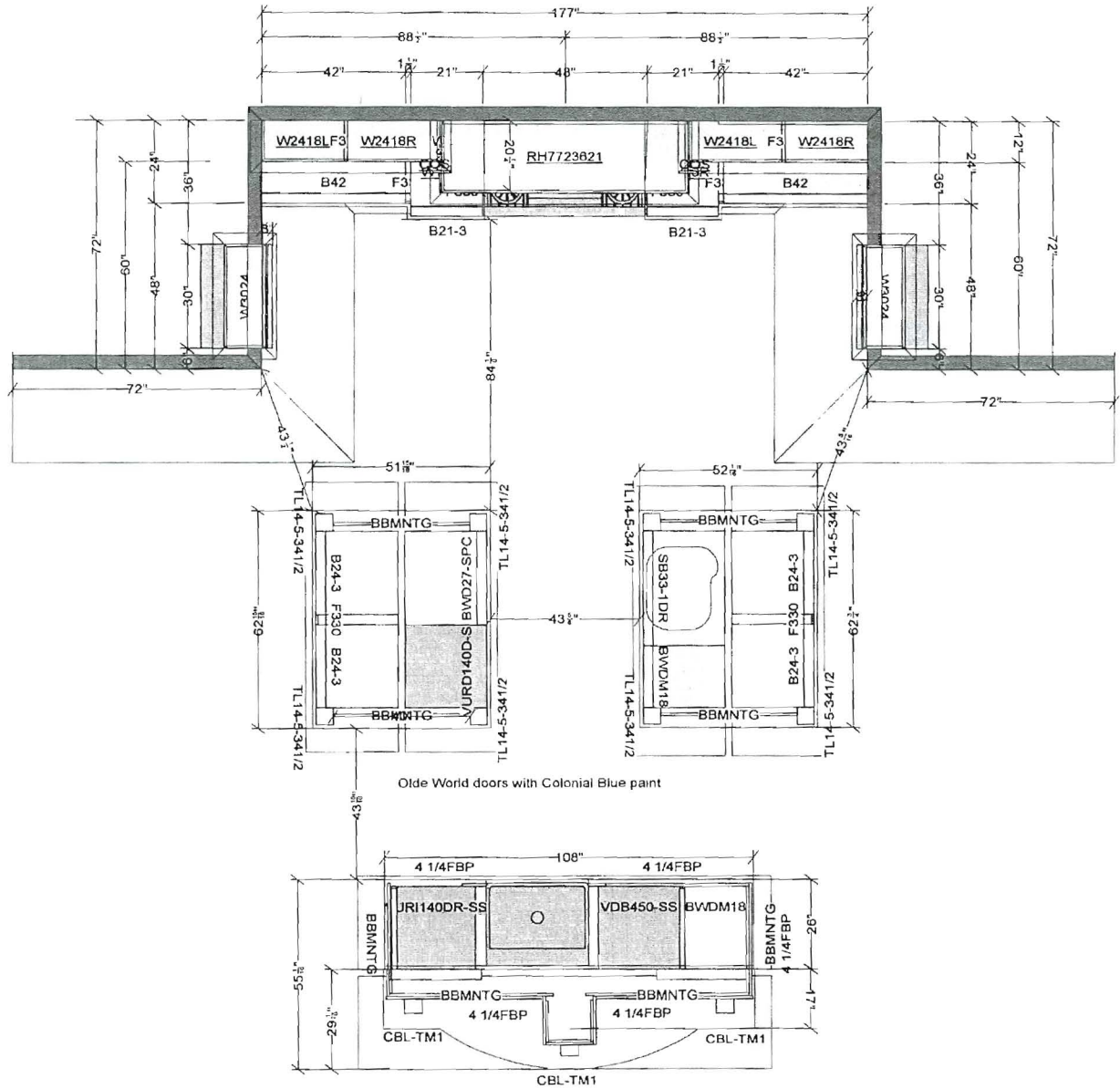
APR 1

Dept. of Building Inspections  
City of Portland Maine



Proposed 1st Floor

# 1st Floor New Kitchen plan



Proposed 1st floor



All new windows  
 This end  
 per Jason G.  
 4/19/11

Proposed

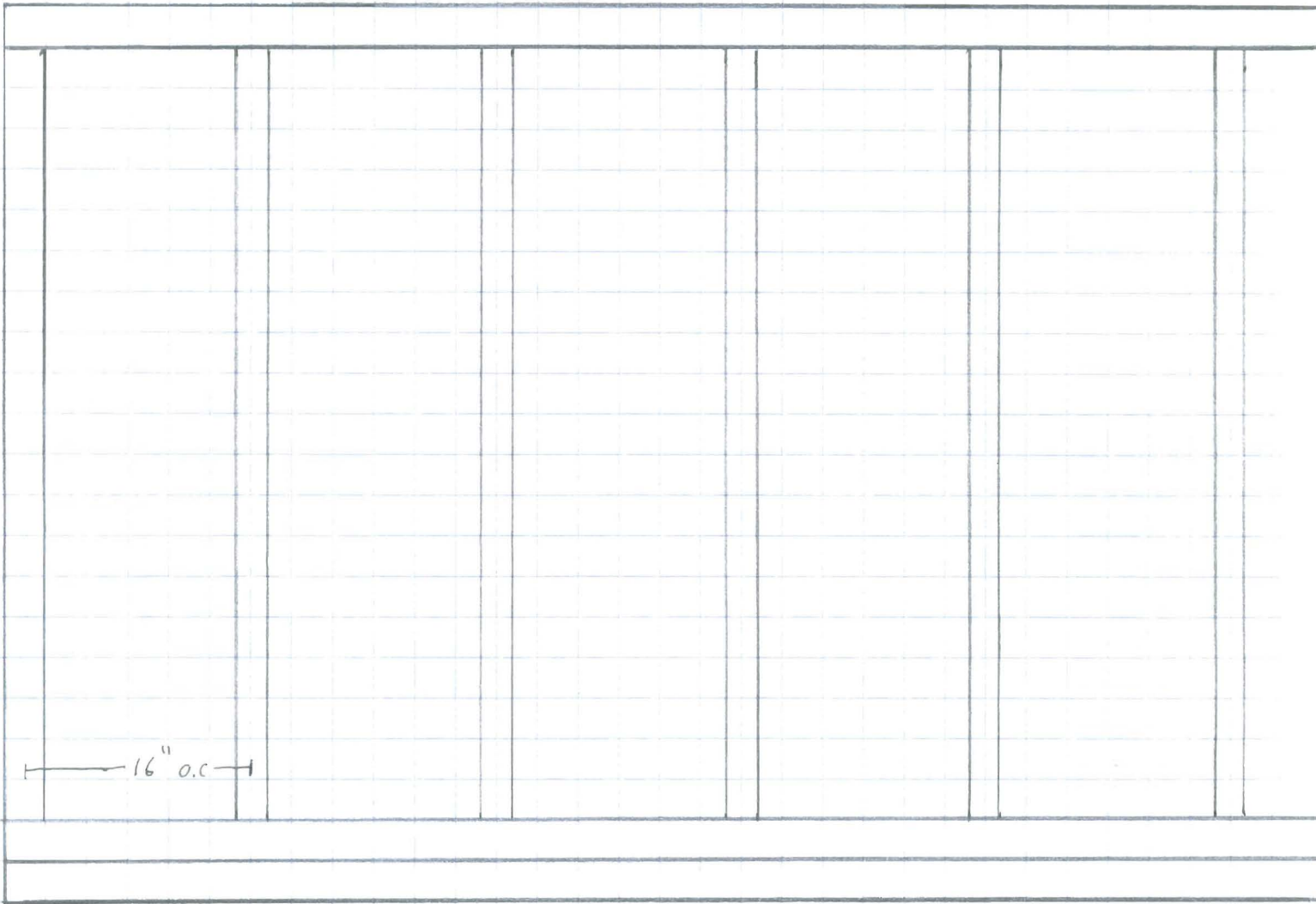
2nd Floor



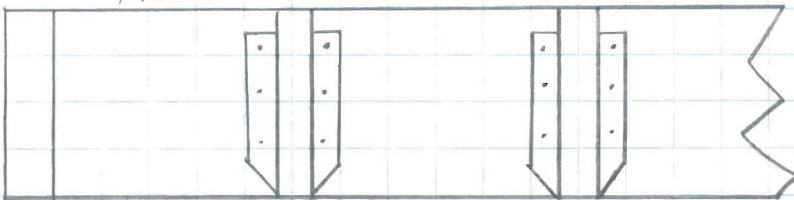




# 2x8 Floor Cut Sheet

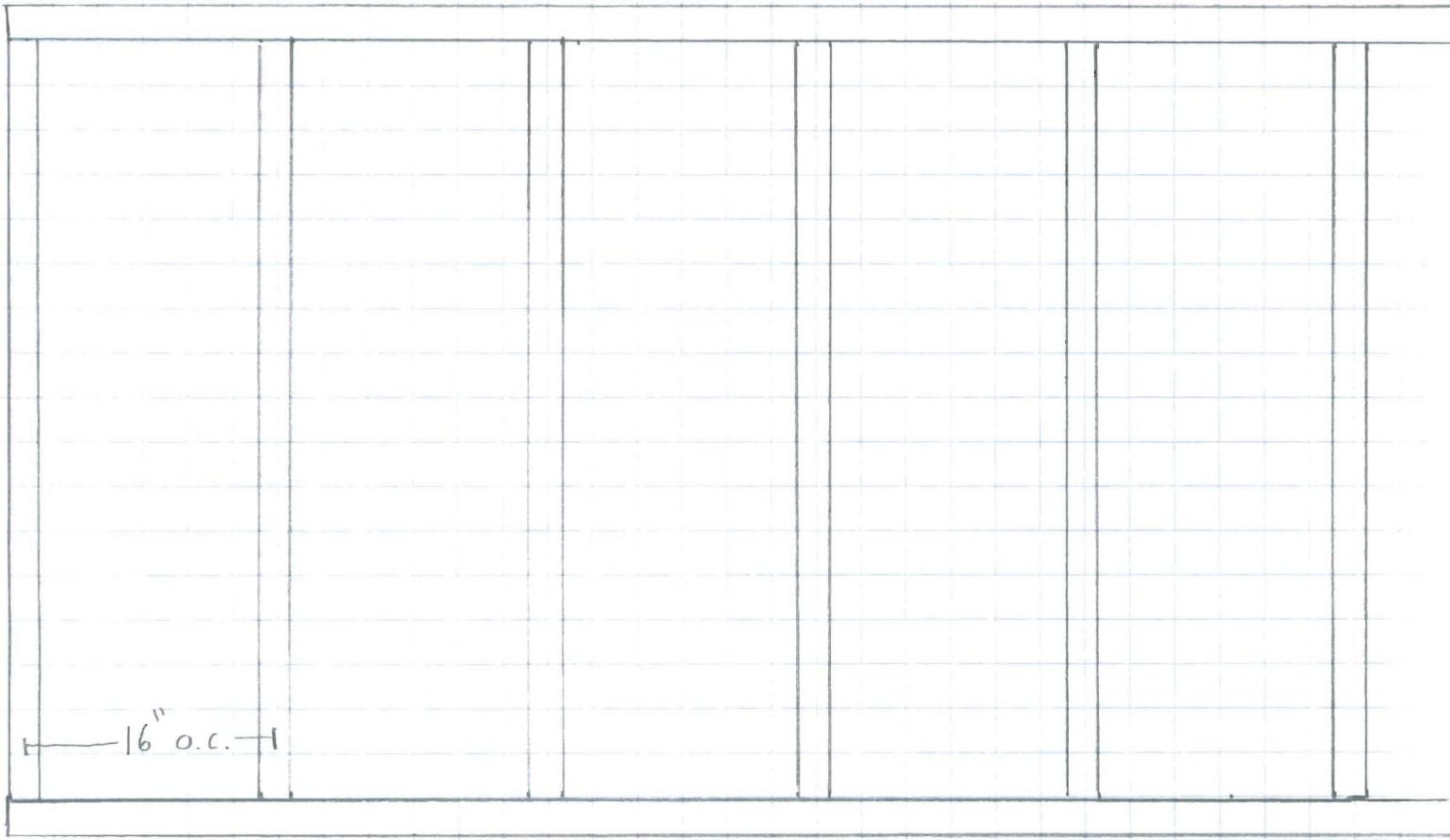


ALL FLOOR JOIST TO BE



HUNG WITH JOIST HANGERS  
UNLESS SUPPORTED BY  
WALLS OR BEAMS

# 2x4 Interior Wall Cut Sheet



ALL STUDS TO BE



DOUBLE NAILED

**Jeanie Bourke - RE: 422 Ocean Purchase & Sale**

---

**From:** "info@mainecoastkitchen.com" <info@mainecoastkitchen.com>  
**To:** Ann Machado <AMACHADO@portlandmaine.gov>  
**Date:** 4/27/2011 3:26 PM  
**Subject:** RE: 422 Ocean Purchase & Sale  
**Attachments:** CCF04272011\_00001.pdf; Stair Handrail description and detail.pdf; Window Framing Detail.pdf

Ann,

Attached are the drawings you requested and the energy rating on the windows.

Thanks,  
Tina

**From:** Ann Machado [mailto:AMACHADO@portlandmaine.gov]  
**Sent:** Thursday, April 07, 2011 7:48 AM  
**To:** info@mainecoastkitchen.com  
**Subject:** Re: 422 Ocean Purchase & Sale

Thank you.

I will wait to hear what direction you will end up taking.

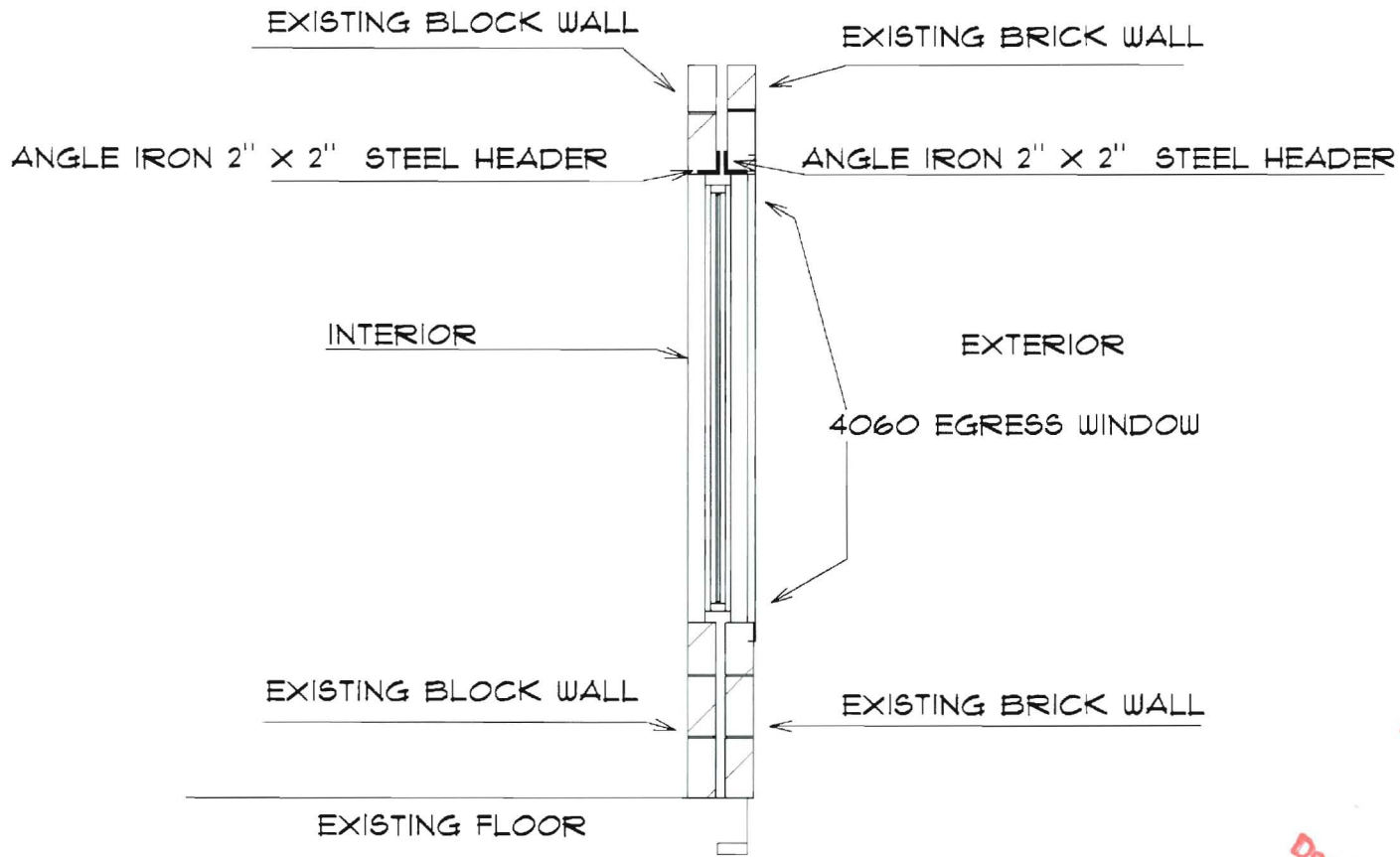
Ann Machado  
Zoning Specialist  
(207) 874-8709

>>> "info@mainecoastkitchen.com" <info@mainecoastkitchen.com> 4/7/2011 6:11 AM >>>

Ann,


Attached is the purchase and sale you requested. We are still weighing the options and Jason is still waiting for a call back on some questions before we go ahead with the next step.

Thank you,  
Tina



WINDOW HEADER DETAIL  
N.T.S.

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City of Portland Maine

 <p>National Fenestration Rating Council® <b>CERTIFIED</b></p>	<p><b>Paradigm Window Solutions</b></p> <p><b>Hybrid 8382 (PWS-A-14) LowE Double Glazed With Grid Vinyl Frame</b></p> <p>PAR-1</p>
<b>ENERGY PERFORMANCE RATINGS</b>	
<p>U-Factor (U.S./I-P) <b>0.31</b></p>	<p>Solar Heat Gain Coefficient <b>0.28</b></p>
<b>ADDITIONAL PERFORMANCE RATINGS</b>	
<p><b>Visible Transmittance</b> <b>0.50</b></p>	<p>----</p>
<p><small>Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any product and does not warrant the suitability of any product for any specific use. Consult manufacturer's literature for other product performance information.</small></p>	

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Dept. of Building Inspections  
City of Portland Maine