

City of Portland, Maine – Building or Use Permit Application 589 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 1014 Washington Ave		Owner: Ives, Richard & Justine		Phone: 797-5912		Permit No: 99-0059	
Owner Address: 2036 Washington Ave Ptlid		Lessee/Buyer's Name: Shawn Malloy		Phone:		BusinessName:	
Contractor Name: Doug Howland		Address: 1002 Gray Rd Gray ME		Phone: 207 637-3073		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: JAN 25 1999 CITY OF PORTLAND </div>	
Past Use: Duplex		Proposed Use: 3-Unit		COST OF WORK: \$ 9,540			
Proposed Project Description: Change of Use w/Interior Renovations		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>		INSPECTION: Use Group <i>M2</i> Type: <i>57</i> <i>BOCA 96</i> Signature: <i>[Signature]</i>		Zone: CBL: 161-B-040	
				PEDESTRIAN ACTIVITIES DISTRICT (PAID). Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied: <input type="checkbox"/>		Zoning Approval: <i>[Handwritten]</i> 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"/>	
				Signature: _____ Date: _____		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	
Permit Taken By: <i>MG/SP</i>		Date Applied For: January 8, 1999					

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Mail to: Kevin Bernard
226 Woodford St
Portland ME 04103

[Handwritten initials]

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

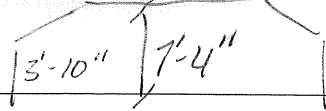
January 11, 1999

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

CEO DISTRICT

[Handwritten]
RC/TP

28 1/4 x 24



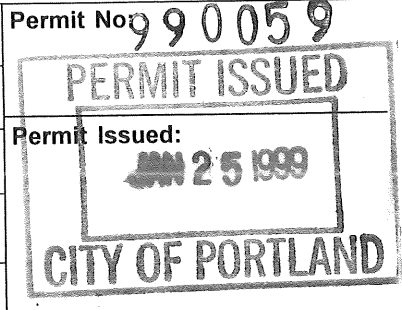
COMMENTS

2/12/99 - Pre Construction on site - need to ammend permits going to add dormers - need to reconfigure stairs - told Shawn Malloy this. - Permit does not cover scope of work. Discussed egress windows, fire doors, ceiling height, stairs (nosing to nosing) 7" / 11" T.

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

Location of Construction: 1014 Washington Ave		Owner: Ives, Richard & Justine		Phone: 797-5912	
Owner Address: 2036 Washington Ave Ptld		Lessee/Buyer's Name: Shawn Malloy		Phone: BusinessName:	
Contractor Name: Doug Howland		Address: 1002 Gray Rd Gray ME		Phone: 207 657-3073	
Past Use: Duplex		Proposed Use: 3-Unit		COST OF WORK: \$ 9,540	
				PERMIT FEE: \$ 75.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
				INSPECTION: Use Group: Type:	
				Signature: Signature:	
Proposed Project Description: Change of Use w/Interior Renovations		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
		Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>			
		Signature: Date:			
Permit Taken By: MG/SP		Date Applied For: January 8, 1999			



Zone: CBL: 161-B-040

Zoning Approval:

Special Zone or Reviews:

Shoreland
 Wetland
 Flood Zone
 Subdivision
 Site Plan maj minor mm

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

- 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.
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*Scheduled
 appt. for 2/12
 w/ Shawn Malloy (w)
 797-5912 x135
 802-234-5211 (H)*

Mail to: Kevin Bernard
 226 Woodford St
 Portland ME 04103

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS:	DATE: January 11, 1999	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

CEO DISTRICT 2
KC/TM

BUILDING PERMIT REPORT

DATE: 22 January 1999 ADDRESS: 1014 Washington Ave CBL 161-B-040
REASON FOR PERMIT: Change of use from 2 family dwelling to a (3) Three Family Dwelling.
BUILDING OWNER: Ives, Richard & Justice
CONTRACTOR: Doug Howland
PERMIT APPLICANT: _____
USE GROUP R-2 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

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


Approved with the following conditions: *1, *6, *8, *9, *10, *12, *13, *14, *16, *24, *26, *30

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 2.6 Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
3. Precaution must be taken to protect concrete from freezing. Section 1908.0
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise. (Section 1014.0)
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special

knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)

- X 13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
- X 14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
- 15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
- X 16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basementsIn addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
- 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
- 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- 19. The Sprinkler System shall maintained to NFPA #13 Standard.
- 20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
- X 24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 25. All requirements must be met before a final Certificate of Occupancy is issued.
- X 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- 27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 28. Please read and implement the attached Land Use-Zoning report requirements.
- 29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
- X 30. Glass and glazing shall meet the requirements of Chapter 24 of the building code.

- 31. _____
- 32. _____
- 33. _____


P. Samuel Hoffus, Building Inspector
cc: Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

657-3073

Applicant: Doug Howland

Date: 1/14/99

Address: 1014 Washington Ave

C-B-L: 161-B-40

CHECK-LIST AGAINST ZONING ORDINANCE

Date - 1989 - 2 unit

Zone Location - R-5

Interior or corner lot -

Proposed Use/Work - changed use from 2 → 3 units within existing structure
Adding new floor?

Sewage Disposal - City

Lot Street Frontage - 50' - ok

Front Yard - 20' or Average

Rear Yard - 20' -

Side Yard - 12'

EXISTING
NO NEW EXTEND

Projections -

Width of Lot -

Height -

Lot Area -

27,230^{sq ft} ok

New unit = 27 x 14 = 378
19 x 15.5 = 294.5
672.5^{sq ft}

Lot Coverage/ Impervious Surface -

Area per Family - 3,000^{sq ft} / family req or 9,000^{sq ft}

Off-street Parking - 2 + 1.5 = 3.5 spaces req / SURFACES SEE ATTACHED

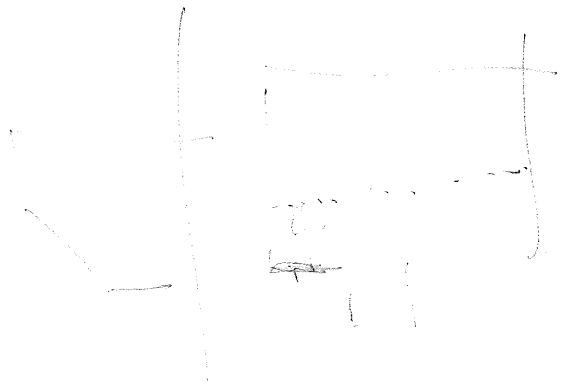
14 x 15.5 = 217
989.5^{sq ft}

Loading Bays - N/A

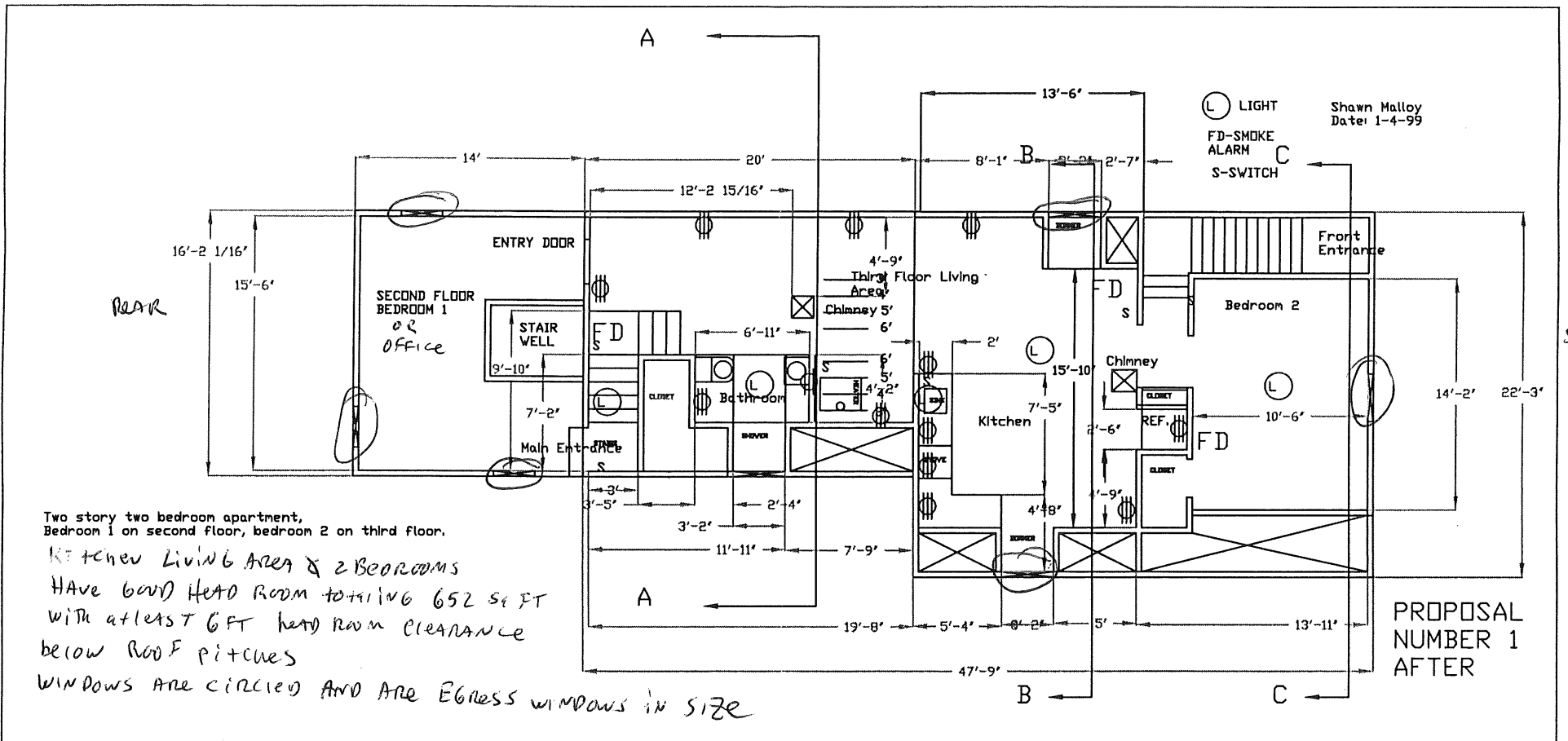
Site Plan -

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Zone C.



3rd Floor



(L) LIGHT
 FD-SMOKE ALARM
 S-SWITCH
 Shawn Malloy
 Date: 1-4-99

Two story two bedroom apartment,
 Bedroom 1 on second floor, bedroom 2 on third floor.

Kitchen Living Area & 2 Bedrooms
 Have good head room totaling 652 sq ft
 with at least 6ft head room clearance
 below roof pitches
 Windows are circled and are egress windows in size

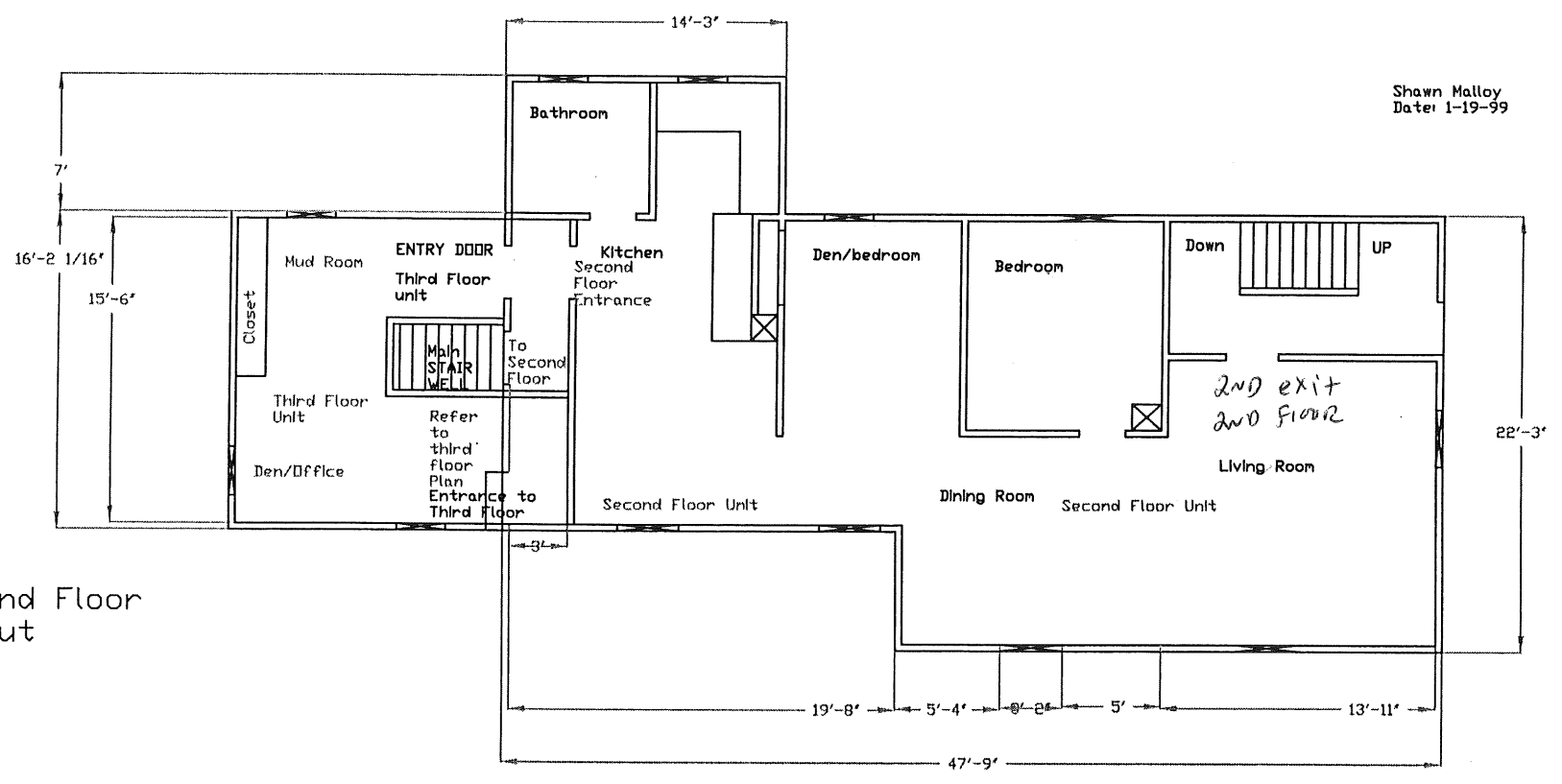
PROPOSAL
 NUMBER 1
 AFTER

Received
1/20/99

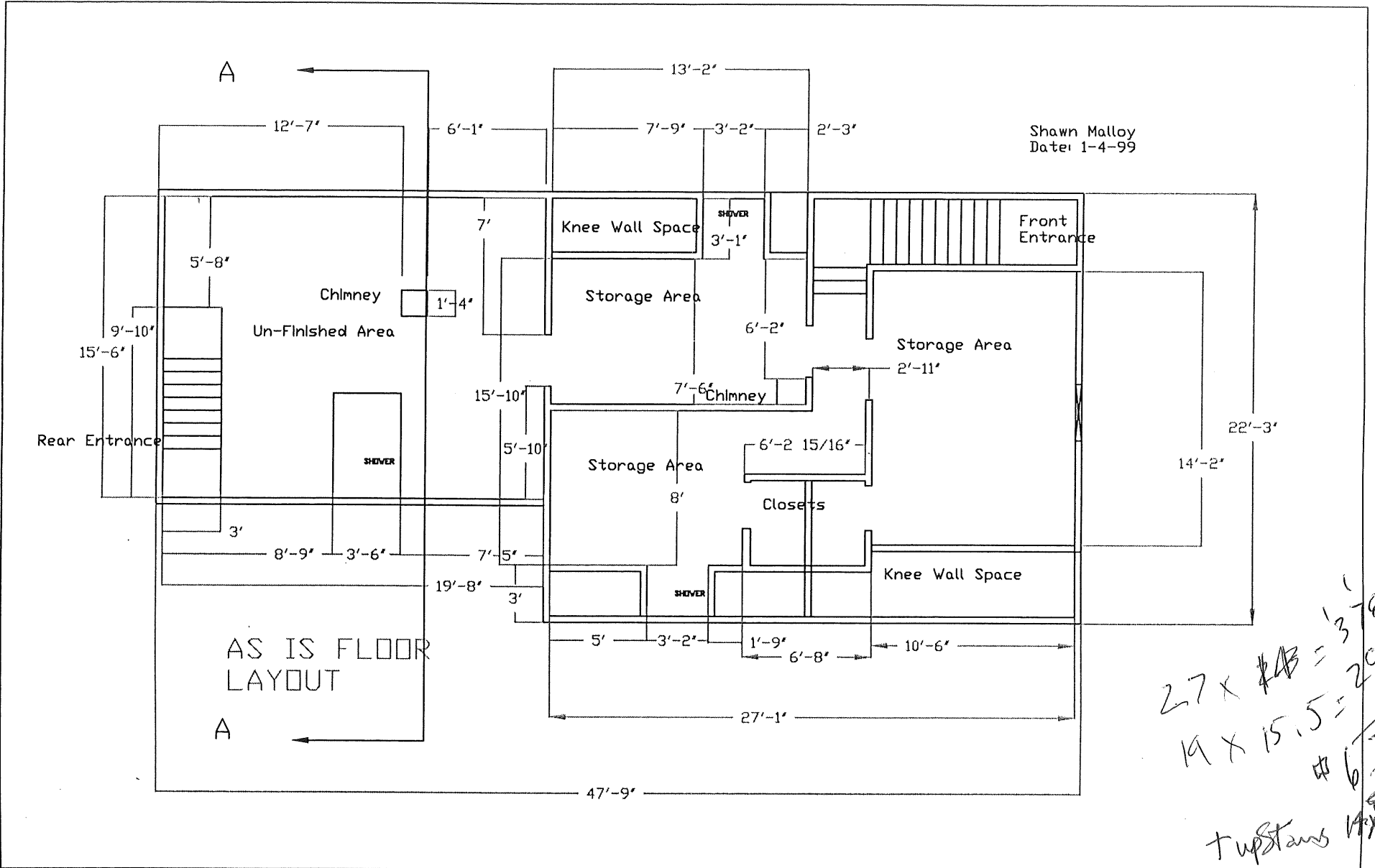
1ST FLOOR LAYOUT IDENTICAL
to 2ND FLOOR LAYOUT
TOP OF MAIN STAIRWELL IS
ENTRY TO EITHER 2ND FLOOR OR
3RD FLOOR UNIT

3RD FLOOR UNIT IS 2 STORIES

1 ROOM ON 2ND FLOOR IS MUD ROOM AND DEN
STAIRS LEADING TO THE REST OF UNIT
IS OFF THIS ROOM



Second Floor
Layout



A

Shawn Malloy
Date: 1-4-99

AS IS FLOOR LAYOUT

A

Handwritten calculations on the right side of the plan:

$$27 \times 10.5 = 283.5$$

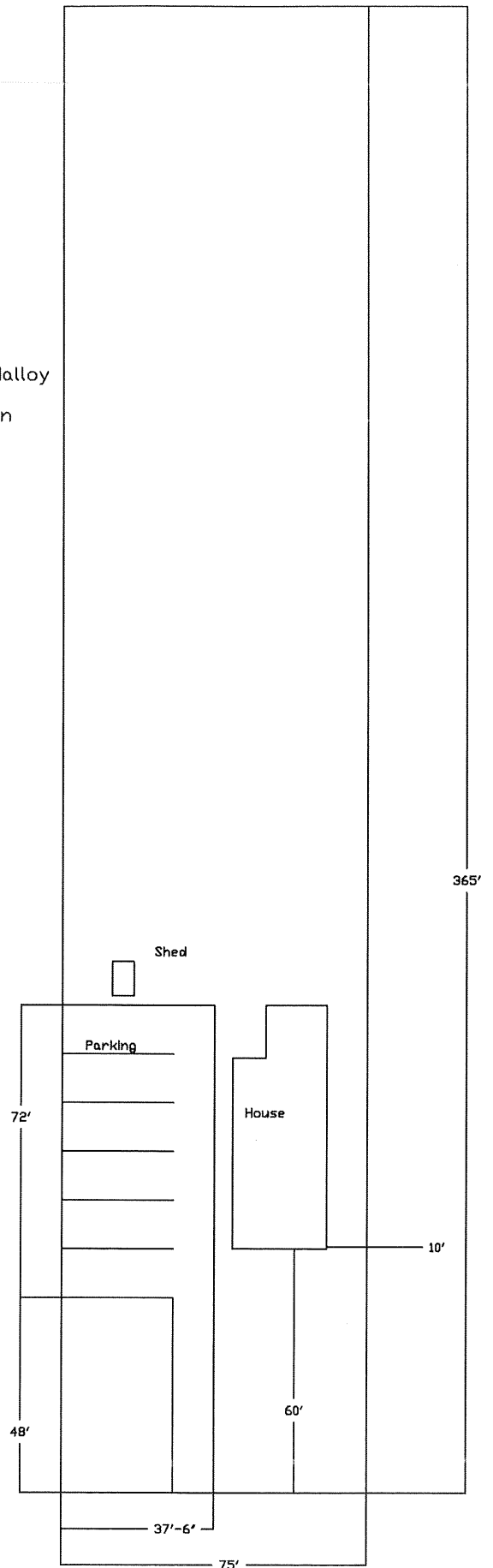
$$19 \times 15.5 = 294.5$$

$$\begin{array}{r} 283.5 \\ + 294.5 \\ \hline 578.0 \end{array}$$

↑ upstairs 19 x 10.5 = 199.5

Site Plan
6 PARKING SPACES
Shown

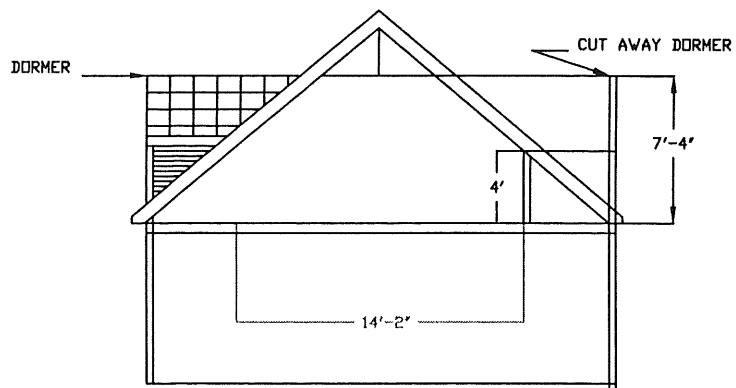
Shawn Malloy
1-6-99
Site Plan



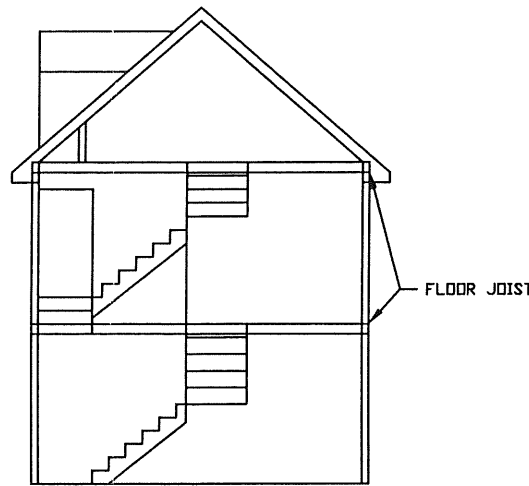
received
1/20/99

CROSS SECTIONS

Shawn Malloy
Date: 1-4-99

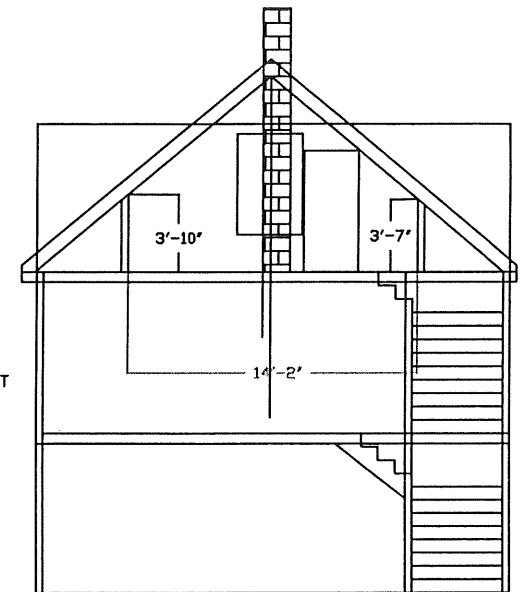


SECTION "BB"
MID SECTION



BACK STAIRS

SECTION
"AA"
MAIN STAIRCASES USED
BY ALL UNITS TO MEET
BOCA CODE



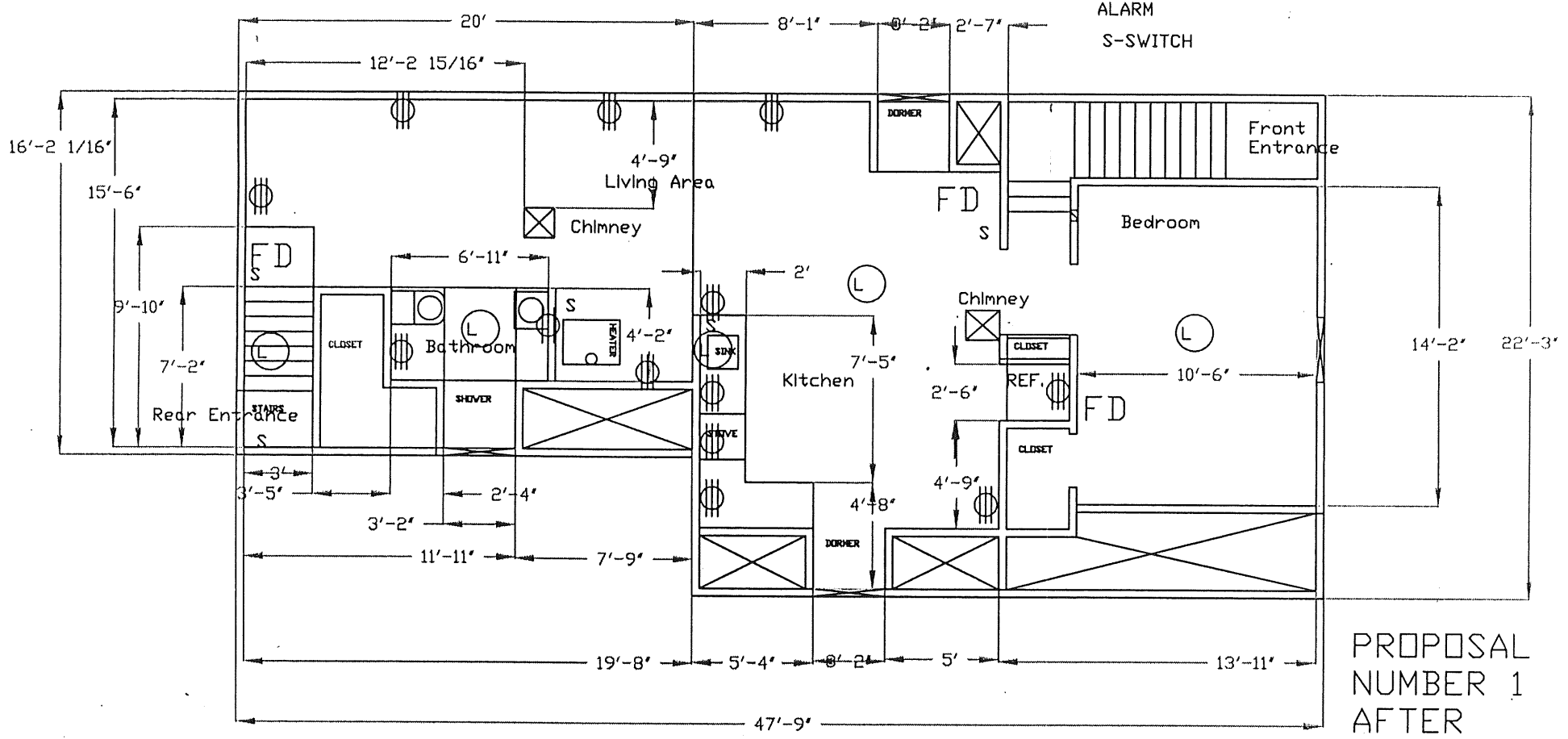
FRONT STAIRS

SECTION "CC"
FRONT STAIRS LEADING TO ~~3RD FLOOR~~
3RD FLOOR ONLY USED IN
EMERGENCY

3rd FL

(L) LIGHT
 FD-SMOKE ALARM
 S-SWITCH

Shawn Malloy
 Date: 1-4-99




PROPOSAL
 NUMBER 1
 AFTER

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

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

Location/Address of Construction (include Portion of Building): 1014 WASHINGTON AVE, PORTLAND		
Total Square Footage of Proposed Structure 2800	Square Footage of Lot 27,230	
Tax Assessor's Chart, Block & Lot Number Chart# 161 Block# B Lot# 40	Owner: RICHARD & JUSTINE IVES	Telephone#: 797-5912 2x135
Owner's Address: WASHINGTON AVE. 2036	Lessee/Buyer's Name (If Applicable) SHAWN MAHOY	Cost Of Work: \$9,540 Fee: \$75
Proposed Project Description: (Please be as specific as possible) ADDING KITCHEN & BATH TO EXISTING SPACE, REMOVING & PLUMBING TO CONVERT VACANT SPACE TO THIRD UNIT. CU, w/ int Reno		
Contractor's Name, Address & Telephone Doug Howland 1002 GRAY RD GRAY ME 207-657-3073		Rec'd By: 
Current Use: Duplex	Proposed Use: 3 unit	

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

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1996 B.O.C.A. Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

Certification

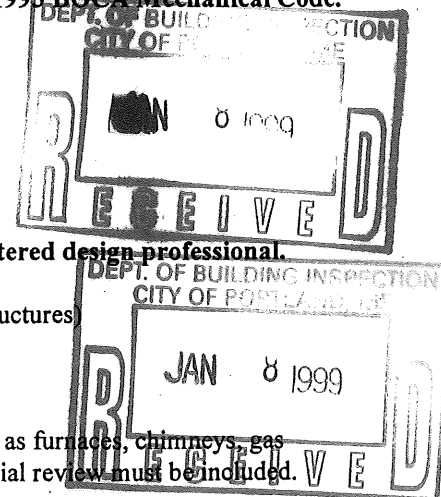
I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

Signature of applicant: 	Date: 1-5-99
---	---------------------

Building Permit Fee: \$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

*Kevin Bernard
226 Woodford St
04103*



Mark Stimson Realtors
CONTRACT FOR SALE OF REAL ESTATE

December 23, 1998

RECEIVED OF Shawn Malloy, whose mailing address is 226 Woodford Street, Portland, ME 04103 (\$2500.00) Two thousand five hundred Dollars as earnest money and in part payment on account of the purchase price of the real estate at 1014 Washington Avenue in the Town/City of Portland, in the County of Cumberland, State of Maine, currently owned by Richard Ives hereinafter called "Seller," described as follows:

Land and improvements there upon described as a 2 family with (2) 2 bedroom units

(Title Reference: Book 2643 Page 406, Cumberland County Registry of Deeds)

1. FIXTURES: All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: n/a.
2. PERSONAL PROPERTY: No items of personal property are included except: Kitchen appliances in 1st floor unit.
3. PURCHASE PRICE: The total purchase price is (\$ 127,000.00) One hundred twenty seven thousand Dollars, with payment to be made as follows: (\$ 2500.00) Two thousand five hundred paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.
4. EARNEST MONEY: Earnest money is received and held by ERA HomeSellers, who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to Purchaser.
5. ACCEPTANCE: Seller's acceptance shall be given on or before Wednesday 12/23/98 @ midnight.

6. CLOSING DATE: A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within 60 days of Effective Date of this Contract.

7. POSSESSION/OCCUPANCY: Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by Purchaser and Seller. At transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk-through inspection within 48 hours prior to closing to determine that the property meets these conditions.

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

9. FINANCING: This Contract is subject to Purchaser obtaining a FHA loan of 97% of the purchase price, at a fixed or an adjustable initial interest rate of not more than 7.5% and amortized over a period of 30 years, Purchaser to pay not more than 0 points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within 30 days of Effective Date of this Contract.

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

9. POINTS: Seller agrees to pay \$ 2500.00 towards Purchaser's points and/or closing costs.

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

TYPE OF INSPECTION	YES	NO	
(a) General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days from Effective Date
(b) Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u> </u> days from Effective Date
(c) Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u> </u> days from Effective Date
(d) Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>10</u> days from Effective Date
(e) Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days from Effective Date
(f) Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days from Effective Date
(g) Wood Boring Insects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days from Effective Date
(h) Other <u> </u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u> </u> days from Effective Date

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

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

12. DISCLOSURE: Purchaser acknowledges receipt of Seller's written disclosures regarding:
- | | | | | | | | | |
|--------------|---|-----------------------------|-----------------|---|-----------------------------|------------|---|-----------------------------|
| Water Source | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | Sewage Disposal | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | Lead Paint | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> |
| Insulation | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | Hazardous Waste | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | | | |

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

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

14. DEED: The property shall be conveyed by a Warranty deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current continued use and shall be subject to applicable land use laws and regulations.

15. TITLE: Should the title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 days hereafter, at Purchaser's option, declare this Contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.

16. DEFAULT: In the event of a default by Purchaser, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.

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

A. Listing Agency ERA Homesellers and Listing Associate Candy Hancock represent Seller Exclusively
 Selling Agency Mark Stimson Associates and Selling Associate Kevin Bernard represents Seller Buyer or is a Transactional Broker

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

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

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

20. DISPUTE: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

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

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

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

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

25. Lead Paint not applicable Lead Paint Addendum Attached

26. Addendum or Attachments

A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

Date 12-28-98 Purchaser [Signature] Soc. Sec. # 086-58-1966

Date _____ Purchaser _____ Soc. Sec. # _____

I/We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I/We further agree to pay Broker for services according to the terms of the listing agreement. In the event earnest money is forfeited by Purchaser, one-half thereof shall be paid to Broker and the remainder to me/us, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.

Date 12-29-98 Seller [Signature] Soc. Sec. # 007-22-6006

Date 12-29-98 Seller [Signature] Soc. Sec. # 004-28-5119

Effective Date: 12/28/98
 Throughout this Contract, the term "days" means calendar days.

Shawn Malloy
 Work Phone Number: 797-5912-135
 Proposed Improvement for Third Unit
 Project Time line, 2-5-99 to 5-5-99

Date: 1/6/99

	Hours	Labor Estimated Cost	Materials Estimated Cost	Total Cost	Start Date	Finish Date
Electrical	35					
Circuit Box (100 Amps)	1	\$ 35.00	\$ 150.00	\$ 185.00	15-Feb	19-Feb
Wiring (15 outlets), (6 lights)(6 switches)	16	\$ 560.00	\$ 350.00	\$ 910.00	15-Feb	19-Feb
Smoke detectors (4 smoke detectors)	2	\$ 70.00	\$ 100.00	\$ 170.00	15-Feb	19-Feb
Exhaust Blower	1	\$ 35.00	\$ 50.00	\$ 85.00	15-Feb	19-Feb
Electrical company Connection	10	\$ 350.00	\$ 750.00	\$ 1,100.00	22-Feb	22-Feb
Inspection of Work	1	\$ 35.00	\$ -	\$ 35.00	1-Mar	
		\$1,085.00	\$1,400.00	\$ 2,485.00		
Plumbing	25					
Waste Plumbing, Bathroom, Kitchen	8	\$ 200.00	\$ 150.00	\$ 350.00	22-Feb	26-Feb
Water Plumbing, Bathroom, Kitchen	8	\$ 200.00	\$ 150.00	\$ 350.00	22-Feb	26-Feb
Toilet	1	\$ 25.00	\$ 100.00	\$ 125.00	15-Mar	19-Feb
Sink	1	\$ 25.00	\$ 125.00	\$ 150.00	15-Mar	19-Feb
Shower	2	\$ 50.00	\$ 250.00	\$ 300.00	15-Mar	19-Feb
Kitchen Sink	1	\$ 25.00	\$ 125.00	\$ 150.00	15-Mar	19-Feb
Hot Water heater	2	\$ 50.00	\$ 125.00	\$ 175.00	22-Feb	25-Feb
Install Gas line for Space heater.	10	\$ 250.00	\$ 250.00	\$ 500.00	5-Apr	7-Apr
Remove current radiators.	5	\$ 125.00	\$ -	\$ 125.00	5-Apr	7-Apr
Inspection of Work	1	\$ 25.00	\$ -	\$ 25.00	1-Mar	
		\$ 975.00	\$1,275.00	\$ 2,250.00		
Structure	25					
Remove non Bearing wall between rooms.	3	\$ 75.00	\$ -	\$ 75.00	13-Feb	14-Feb
Construct Bathroom wall	3	\$ 75.00	\$ 75.00	\$ 150.00	13-Feb	14-Feb
Construct Kitchen wall	2	\$ 50.00	\$ 75.00	\$ 125.00	13-Feb	14-Feb
Improve stairs	8	\$ 200.00	\$ 350.00	\$ 550.00	20-Feb	22-Feb
Trim- bathroom, living area, kitchen.	4	\$ 100.00	\$ 150.00	\$ 250.00	13-Mar	14-Mar
Hang/trim- New Doors (2)	5	\$ 125.00	\$ 450.00	\$ 575.00	13-Mar	14-Mar
Hang Kitchen Cabinets	4	\$ 100.00	\$ 250.00	\$ 350.00	13-Mar	14-Mar
Construct Built-in Shelves, Kitchen, Bathroom	10	\$ 250.00	\$ 350.00	\$ 600.00	13-Mar	14-Mar
		\$ 975.00	\$1,700.00	\$ 2,675.00		
Sheet Rock, (Hang and Tape)	20					
Bathroom	4	\$ 80.00	\$ 125.00	\$ 205.00	8-Mar	12-Mar
Kitchen	4	\$ 80.00	\$ 125.00	\$ 205.00	8-Mar	12-Mar
Living Area	8	\$ 160.00	\$ 125.00	\$ 285.00	8-Mar	12-Mar
		\$ 320.00	\$ 375.00	\$ 695.00		
Floorings	20					
Bathroom, vinyl floor	4	\$ 80.00	\$ 125.00	\$ 205.00	20-Mar	21-Mar
Kitchen, vinyl flooring	6	\$ 120.00	\$ 125.00	\$ 245.00	20-Mar	21-Mar
Bedroom, Carpet	4	\$ 80.00	\$ 250.00	\$ 330.00	20-Mar	21-Mar
Living, carpet	4	\$ 80.00	\$ 250.00	\$ 330.00	20-Mar	21-Mar
		\$ 360.00	\$ 750.00	\$ 1,110.00		
Painting	0					
Bathroom	3	\$ -	\$ 25.00	\$ 25.00	13-Mar	14-Mar
Kitchen	3	\$ -	\$ 25.00	\$ 25.00	13-Mar	14-Mar
Bedroom	3	\$ -	\$ 25.00	\$ 25.00	13-Mar	14-Mar
Living	3	\$ -	\$ 25.00	\$ 25.00	13-Mar	14-Mar
		\$ -	\$ 100.00	\$ 100.00		
Misc.	10					
Misc. Hardware (nails, screws.)	0	\$ -	\$ 125.00	\$ 125.00	5-Feb	1-May
Insulation ceiling	0	\$ -	\$ 125.00	\$ 125.00	5-Feb	10-Feb
Venting, roof/ceiling spaces	3	\$ 30.00	\$ 100.00	\$ 130.00	5-Feb	10-Feb
Garbage Removal	3	\$ 30.00	\$ 250.00	\$ 280.00	5-Feb	1-May
Permits	1	\$ 10.00	\$ 250.00	\$ 260.00	5-Feb	1-May
		\$ 70.00	\$ 850.00	\$ 920.00		
Total labor		\$3,465.00				
Total Materials			\$6,075.00			
Grand total				\$ 9,540.00		