

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
MAY 24 2006
CITY OF PORTLAND

Permit Number 060046 2006

This is to certify that CARTER DAVID & EMILY ALL JTS/Scott Markowski
has permission to Add dormer to rear of house create bedroom more living space

AT 18 SYLVIA RD 163 P002001

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.

Classification of inspection must be given and when permission proceeds before this building or part thereof is occupied or service closed-in. 4 OUR NOTES 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

Debbie Bourke 5/25/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0647	Issue Date: MAY 25 2006	CBL: 163 P002001
-----------------------	----------------------------	---------------------

Location of Construction: 18 SYLVIA RD	Owner Name: CARTER DAVID & EMILY HALL	Owner Address: 18 SYLVIA RD	Phone:
Business Name:	Contractor Name: Scott Markowski	Contractor Address: 34 Oregon St. Portland	Phone: 207-725-9966
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: R-3
Past Use: Single Family	Proposed Use: Single Family add dormer to rear of house to create bathroom and more living space	Permit Fee: \$246.00	Cost of Work: \$25,000.00
Proposed Project Description: Add dormer to rear of house to create bathroom and more living space		CE0 District: 4	INSPECTION: Use Group: R3 Type: SB IRC-2003 Signature: JMB 5/25/06
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.): Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: Date:

Permit Taken By: dmartin	Date Applied For: 05/03/2006	Zoning Approval		
1.	Special Zone or Reviews	Zoning Appeal	Historic Preservation	
2.	<input type="checkbox"/> Shoreland <i>OK with</i>	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark	
3.	<input type="checkbox"/> Wetland <i>14-436 -</i>	<input type="checkbox"/> Miscellaneous <i>Hand</i>	<input type="checkbox"/> Does Not Require Review	
	<input type="checkbox"/> Flood Zone <i>MAY 50'6" increase per showing 2006</i>	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review	
	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved	
	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions	
	Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied	
	<i>OK with conditions 3</i> Date: <i>5/22/06</i>	Date:	Date: <i>S</i>	

CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0647	Date Applied For: 05/03/2006	CBL: 163 P002001
------------------------------	--	----------------------------

Location of Construction: 18 SYLVIA RD	Owner Name: CARTER DAVID & EMILY HALL	Owner Address: 18 SYLVIA RD	Phone:
Business Name:	Contractor Name: Scott Markowski	Contractor Address: 34 Oregon St. Portland	Phone (207) 272-5966
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	

Proposed Use: Single Family add dormer to rear of house to create bathroom and more living space	Proposed Project Description: Add dormer to rear of house to create bathroom and more living space
--	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 05/22/2006

Note: 5/19/06 actually on hold - spoke to Scott Markowski and he will drop off scaled plans so I can figure out if it is meeting 14-436 -50% limit
dropped off scaled plans - showing 19% sq footage increase of 2nd floor - 50% is **max** using 14-436

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

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 05/25/2006

Note: **Ok to Issue:**

- 1) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 2) Must provide the U-factor for the windows.
- 3) Separate permits are required for any electrical, plumbing, or heating.



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.

<u>18 SYLVIA ROAD</u>		
Total Square Footage of Proposed Structure <u>1200 sq. ft.</u>		Square Footage of Lot <u>5400</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>163</u>	Owner <u>DAVE + Emily Carter</u>	Telephone <u>774-2553</u>
Lessee/Buyer's Name (If Applicable) <u>Scott Markowski</u>	Applicant name, address & telephone: <u>Scott Markowski</u> <u>34 Oregon St, #2</u> <u>Portland ME 04103</u> <u>272-5966</u>	Cost Of Work: \$ <u>25,000</u> Fee: \$ <u>246.00</u> (I of O Fee: \$ <u>10/16</u>)
Current Specific use: <u>Single Family Home</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Single Family Home</u>		
Project description: <u>Addition of DORMER TO BACK OF HOUSE</u> <u>Addition will Add a Bath to upstairs and</u> <u>gain floor space. No renovation will occur to the first</u> <u>floor and existing stair will remain in plac</u>		
Contractor's name, address & telephone: Who should we contact when the permit is ready: <u>Scott Markowski</u> Mailing address: <u>34 Oregon St, #2</u> Phone: <u>272-5966</u> <u>Portland ME 04103</u>		

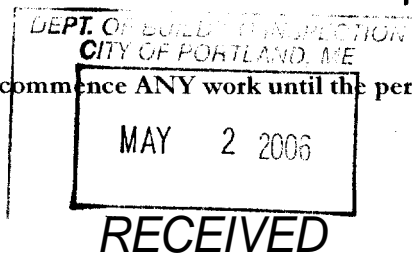
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

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

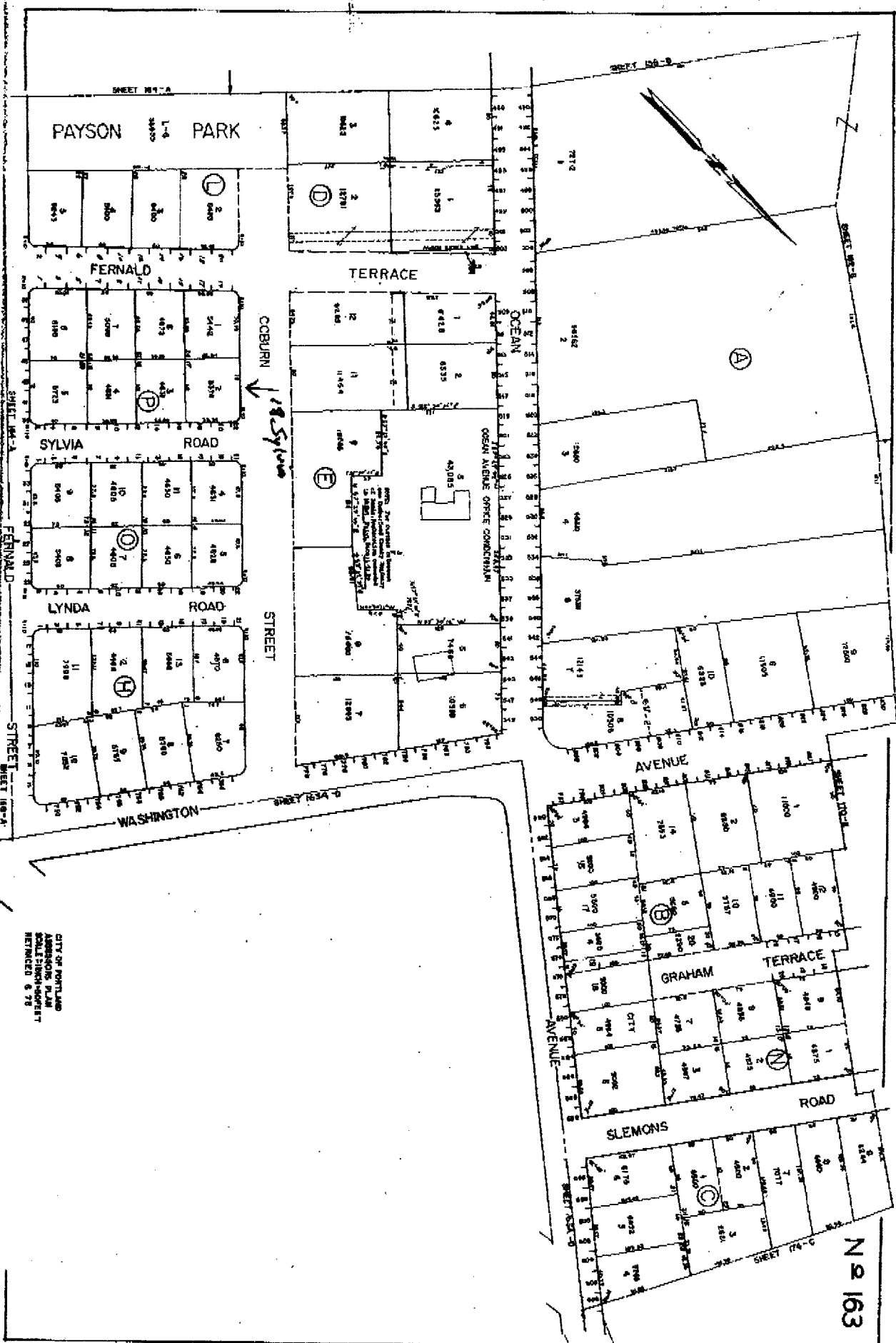
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

Signature of applicant: <u>[Signature]</u>	Date: <u>5/2/06</u>
--	---------------------

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



184



285

11464

15066

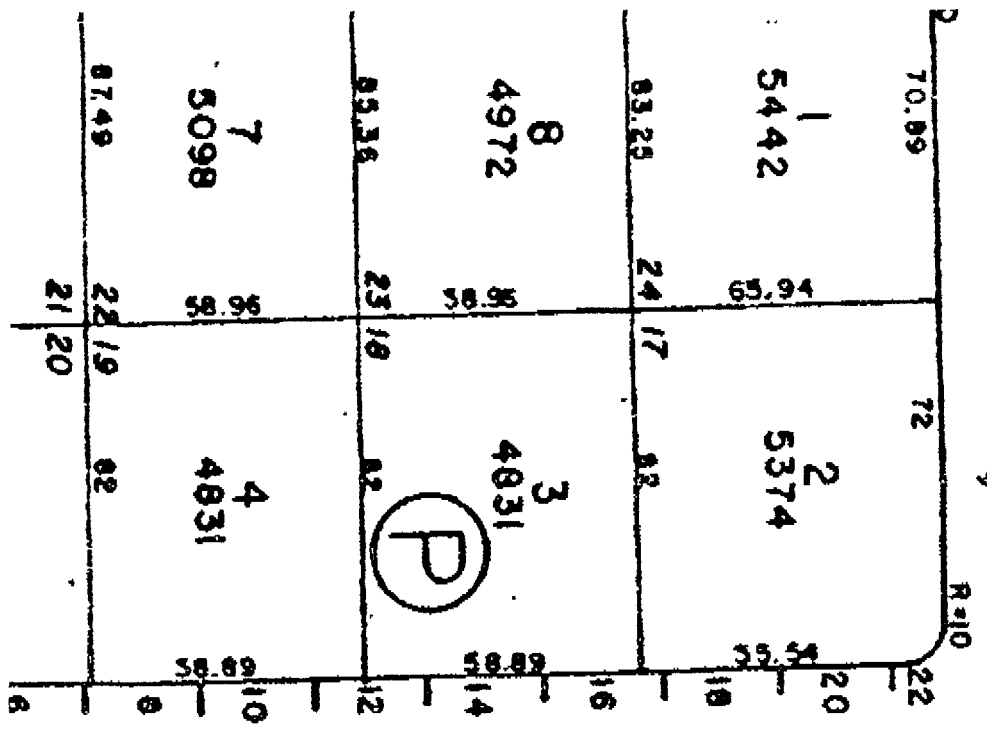
(E)



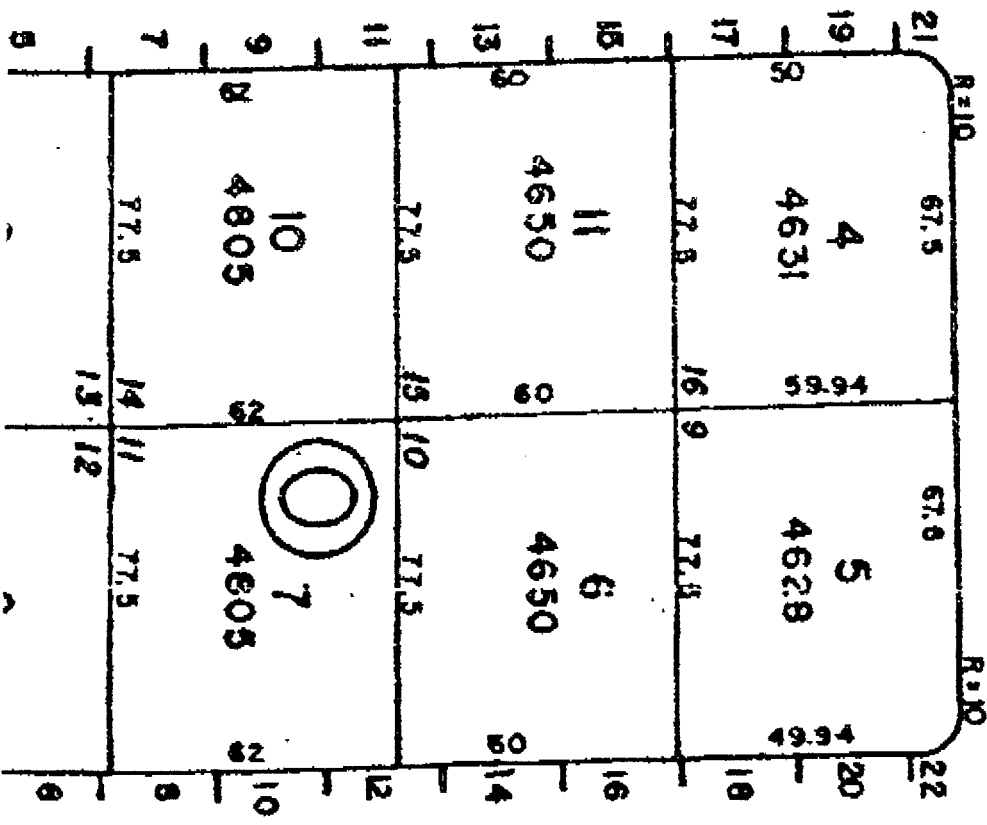
COBURN

18 Sylvia

STREE

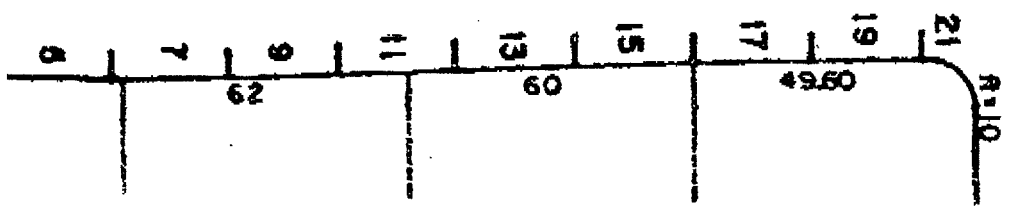


ROAD



ROAD

IDA



PURCHASE AND SALE AGREEMENT

March 19, 2006

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

1. PARTIES: This Agreement is made between Scott Markowski, Kelly Markowski ("Buyer") and David Carter, Emily Carter ("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 18 Sylvia St. and described in deed(s) recorded at said Curty's Registry of Deeds Book(s) 19371, Page(s) 225

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

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

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: stove, refrigerator, dishwasher

Seller represents that such items shall be operational at the time of closing, except: _____

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 219,000.00. Buyer has made; or will make within 3 business days of the date of this offer, a deposit of earnest money in the amount \$ 2,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be paid n/a. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Tim Flaherty Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 21, 2006 (date) 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 pay the balance due and execute all necessary papers on June 1, 2006 (closing day) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. **PRORATIONS:** The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

13. **DUE DILIGENCE:** Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer.

TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER
a.	General Building		X		Within 14 days	h.	Mold		X		Within 14 days
b.	Chimney Level II			X	Within _____ days	i.	Lead Paint		X		Within 14 days
c.	Environmental Scan			X	Within _____ days	j.	Arsenic Treated Wood		X		Within _____ days
d.	Sewage Disposal			X	Within _____ days	k.	Pests		X		Within _____ days
e.	Water Quality (including but not limited to radon, arsenic, lead, etc.)			X	Within _____ days	l.	Pool		X		Within _____ days
f.	Water Quantity			X	Within _____ days	m.	Zoning		X		Within _____ days
g.	Air Quality (including but not limited to asbestos, radon, etc.)		X		Within 14 days	n.	Flood Plain		X		Within _____ days
						o.	Code Conformance		X		Within _____ days
						p.	Insurance		X		Within _____ days
						q.	Other _____		X		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. Since the determination on the acceptability of the results of the above investigations rests exclusively with Buyer, Seller's signature on this Agreement shall constitute written authorization to release the earnest money to Buyer if Buyer terminates the Agreement under this paragraph and Seller agrees to hold the agency holding the earnest money harmless for returning the earnest money to Buyer in the event of such termination.

14. **HOME SERVICE CONTRACTS:** At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____ .

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

- This Agreement is subject to Buyer obtaining a conventional loan of 80.000 % of the purchase price, at an interest rate not to exceed market % 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 7 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 30 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points, Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Todd Libby of Tim Flaherty Real Estate is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker
Tim Flaherty of Tim Flaherty Real Estate is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

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

17. MEDIATION, Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as 3 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 days prior to dosing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS:

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 34 Oregon St # 2, Portland ME 04103

Scott Markowski
BUYER
Scott Markowski
3/19/06
DATE

Kelly Markowski
BUYER
Kelly Markowski
3/19/06
DATE

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 _____

David Carter
SELLER David Carter
3-21-06
DATE

Emily Carter
SELLER Emily Carter
DATE

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

AS NOTED IN AGREEMENT: PRICE \$ 219,000.

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) MARCH 21st (time) 5:00 AM PM.

David Carter
SELLER
3-21-06
DATE

Emily Carter
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



Maine Association of REALTORS®/Copyright © 2006
All Rights Reserved.

