

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

BUILDING INSPECTION

Permit Number: 061471

Please Read  
Application And  
Notes, If Any,  
Attached

This is to certify that Robert Nelson/property owner

has permission to add a 3' 11" x 4' rear porch & rear dormer on the side entrance

AT 38 MORSE ST

163A A016001

PERMIT ISSUED

NOV - 3 2006

provided that the person or persons who apply for and accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or service is rendered. 24 HOUR NOTICE 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

*Thomas M. Morley*  
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: 06-1471	Issue Date:	CBL: 163A A016001
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<b>Location of Construction:</b> 38 MORSE ST	<b>Owner Name:</b> Robert Nelson	<b>Owner Address:</b> 47 Alice Court	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> property owner	<b>Contractor Address:</b> Portland	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Dwellings	<b>Zone:</b> R5

<b>Past Use:</b> Single Family	<b>Proposed Use:</b> Single Family - add a 3' 11" x 4' rear porch & rear dormer & remove side entry	<b>Permit Fee:</b> 2M \$260.00	<b>Cost of Work:</b> 24,000.00	<b>CEO District:</b> 4
<b>Proposed Project Description:</b> add a 3' 11" x 4' rear porch & rear dormer & remove side entry		<b>FIRE DEPT:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>INSPECTION:</b> Use Group: 123 Type: 5B  JRC 2003	
		<b>Signature:</b>	<b>Signature:</b> Jm 11/2/06	
<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

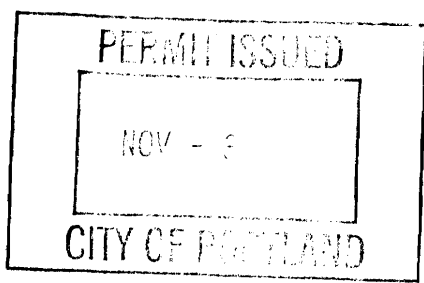
<b>Permit Taken By:</b> dmartin	<b>Date Applied For:</b> 10/05/2006	<b>Zoning Approval</b>		
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

<b>Special Zone or Reviews</b>
<input type="checkbox"/> Shoreland
<input type="checkbox"/> Wetland
<input type="checkbox"/> Flood Zone
<input type="checkbox"/> Subdivision
<input type="checkbox"/> Site Plan
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>
<i>Section 14-456 (b) adding 25% of additional sq ft.</i>
<i>OK w/condition</i>
Date: 10/24/06 JFM

<b>Zoning Appeal</b>
<input type="checkbox"/> Variance
<input type="checkbox"/> Miscellaneous
<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Interpretation
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied
Date: _____

<b>Historic Preservation</b>
<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Requires Review
<input type="checkbox"/> Approved
<input type="checkbox"/> Approved w/Conditions
<input type="checkbox"/> Denied
<i>ASm</i>
Date: _____



**CERTIFICATION**

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

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

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

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

<b>Permit No:</b> 06-1471	<b>Date Applied For:</b> 10/05/2006	<b>CBL:</b> 163A A016001
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<b>Location of Construction:</b> 38 MORSE ST	<b>Owner Name:</b> Robert Nelson	<b>Owner Address:</b> 47 Alice Court	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> property owner	<b>Contractor Address:</b> Portland	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Dwellings	

<b>Proposed Use:</b> Single Family - add a 3' 11" x 4' rear porch & rear dormer & remove side entry	<b>Proposed Project Description:</b> add a 3' 11" x 4' rear porch & rear dormer & remove side entry
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 10/24/2006

**Note:** Section 14-436(b) allows for an 80% increase. The dormer adds 200 s.f of living space which is 28% of the allowable 80% (716.8 s.f.)      **Ok to Issue:**

- 1) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved      **Reviewer:** Tom Markley      **Approval Date:** 11/02/2006

**Note:**      **Ok to Issue:**

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 2) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.

**Comments:**

10/20/2006-amachado: Spoke to Robert Nelson. Need site plan to match building plans, Need full size scalable building plans. Need right, title & interest. Need rear elevation plan to show the dormer.

10/20/2006-amachado: Bob Nelson brought in a copy of the purchase & sales agreement and a revised site plan. Full size plans will be coming in soon.



# 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>38 Morse St</u>		
Total Square Footage of Proposed Structure <u>1650</u>		Square Footage of Lot <del>18,500</del> <u>18,919</u>
Tax Assessor's Chart, Block & Lot Chart# <u>163</u> Block# <u>AA</u> Lot# <u>16</u>	Owner: <u>Robert Nelson</u>	Telephone: <u>838-8256</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Robert Nelson</u> <u>47 Alice Ct.</u> <u>Portland, Me</u> <u>838-8256</u>	Cost Of Work: \$ <u>24,000.00</u> Fee: \$ <u>260.00</u> C of O Fee: \$ <u>10/15</u>
Current Specific use: <u>Single Family</u> If vacant, what was the previous use? Proposed Specific use: <u>Add dormer to Back of building</u> Project description: <u>± Porch 3'11" x 4' near</u> <u>Add dormer to rear of house w/ Bathroom</u> <u>tear out existing Plaster and sheetrock and insulate</u>		
Contractor's name, address & telephone: Who should we contact when the permit is ready: <u>Robert Nelson</u> Mailing address: <u>47 Alice Ct</u> Phone: <u>838-8256</u> <u>Portland, Me</u>		

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

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

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

Signature of applicant: Robert Nelson

Date: 10/5/06

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

# 2403

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

### Current Owner Information

<b>Card Number</b>	1 of 1
<b>Parcel ID</b>	163A A016001
<b>Location</b>	38 MORSE ST
<b>Land Use</b>	SINGLE FAMILY
<b>Owner Address</b>	TALIENTO MILDRED L 38 MORSE ST PORTLAND ME 04103
<b>Book/Page</b>	
<b>Legal</b>	163A-A-16 MORSE ST 36-38 10530 SF

### Current Assessed Valuation

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$72,000	\$106,600	\$178,600

### Property Information

<b>Year Built</b>	<b>Style</b>	<b>Story Height</b>	<b>Sq. Ft.</b>	<b>Total Acres</b>	
1941	Cape	1	1254	0.242	
<b>Bedrooms</b>	<b>Full Baths</b>	<b>Half Baths</b>	<b>Total Rooms</b>	<b>Attic</b>	<b>Basement</b>
3	1		5	Full Finsh	Full

### Outbuildings

<b>Type</b>	<b>Quantity</b>	<b>Year Built</b>	<b>Size</b>	<b>Grade</b>	<b>Condition</b>
GARAGE-WD/CB	1	1941	20X26	C	A

### Sales Information

<b>Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page</b>
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### Picture and Sketch

<a href="#">Picture</a>	<a href="#">Sketch</a>	<a href="#">Tax Map</a>
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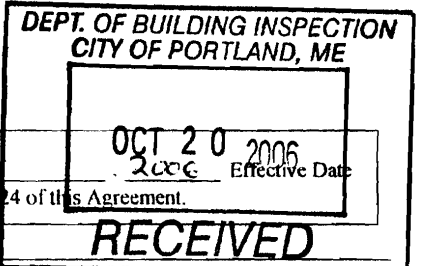
[Click here to view Tax Roll Information.](#)

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

**New Search!**



# PURCHASE AND SALE AGREEMENT



July 9, 2006

July 9  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Robert Nelson ("Buyer") and Nancy Goodwin, Per. Rep. for the Estate of Mildred Taliento ("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 38 Morse Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 16418, Page(s) 301.

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: \_\_\_\_\_

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: \_\_\_\_\_

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 \$ 195,000<sup>00</sup>. Buyer  has made; or  will make within \_\_\_\_\_ business days of the date of this offer, a deposit of earnest money in the amount \$ 500<sup>00</sup>. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 9, 2006 (date) 11:59  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 August 23, 2006 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Personal Rep. w/ notice to interested parties 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.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) \_\_\_\_\_. 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 the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Licensee 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	___	___	Within _____ days	i. Mold	___	___	Within _____ days
b. Chimney	___	___	Within _____ days	j. Lead Paint	___	___	Within _____ days
c. Environmental Scan	___	___	Within _____ days	k. Arsenic Treated Wood	___	___	Within _____ days
d. Sewage Disposal	___	___	Within _____ days	l. Pests	___	___	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	___	___	Within _____ days	m. Pool	___	___	Within _____ days
f. Water Quantity	___	___	Within _____ days	n. Zoning	___	___	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	___	___	Within _____ days	o. Flood Plain	___	___	Within _____ days
h. Square Footage	___	___	Within _____ days	p. Code Conformance	___	___	Within _____ days
				q. Insurance	___	___	Within _____ days
				r. Other _____	___	___	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.

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:

a. This Agreement is subject to Buyer obtaining a 100% PURCHASE MONEY loan of 100 % of the purchase price, at an interest rate not to exceed 7 1/2 % and amortized over a period of 20 years.

b. 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.

c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.

d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.

e. 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.

f. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.



- g. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum Yes  No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Beverly J. Bailey of KELLER WILLIAMS REALTY is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

\_\_\_\_\_ of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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

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

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

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

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

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: 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 closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee 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 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:

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 47 Alice Ct. Portland, Me 04103

[Signature] 7/9/06  
BUYER DATE BUYER 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 27 Summer Place Portland, ME 04103

Nancy G. Gordin, P.R. estate of Mildred J. Gordin 7/9/06  
SELLER 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 time for the performance of this Agreement is extended until \_\_\_\_\_ DATE

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE



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Page 4 of 4 - P&S

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com



T0174902.7FX

# BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

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

- Call*  
~~N/A~~ Footing/Building Location Inspection: Prior to pouring concrete
- N/A* Re-Bar Schedule Inspection: Prior to pouring concrete
- N/A* Foundation Inspection: Prior to placing ANY backfill
- Call* Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Call* Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

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

\_\_\_\_\_ **CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

*[Signature]*  
Signature of Applicant/Designee

*11/3/06*  
Date

*[Signature]*  
Signature of Inspections Official

*11/3/06*  
Date

CBL: *163AA016* Building Permit #: *061471*

LOT AREA: 18,919 SF = 0.43 ACRES

**DEED REFERENCES:**

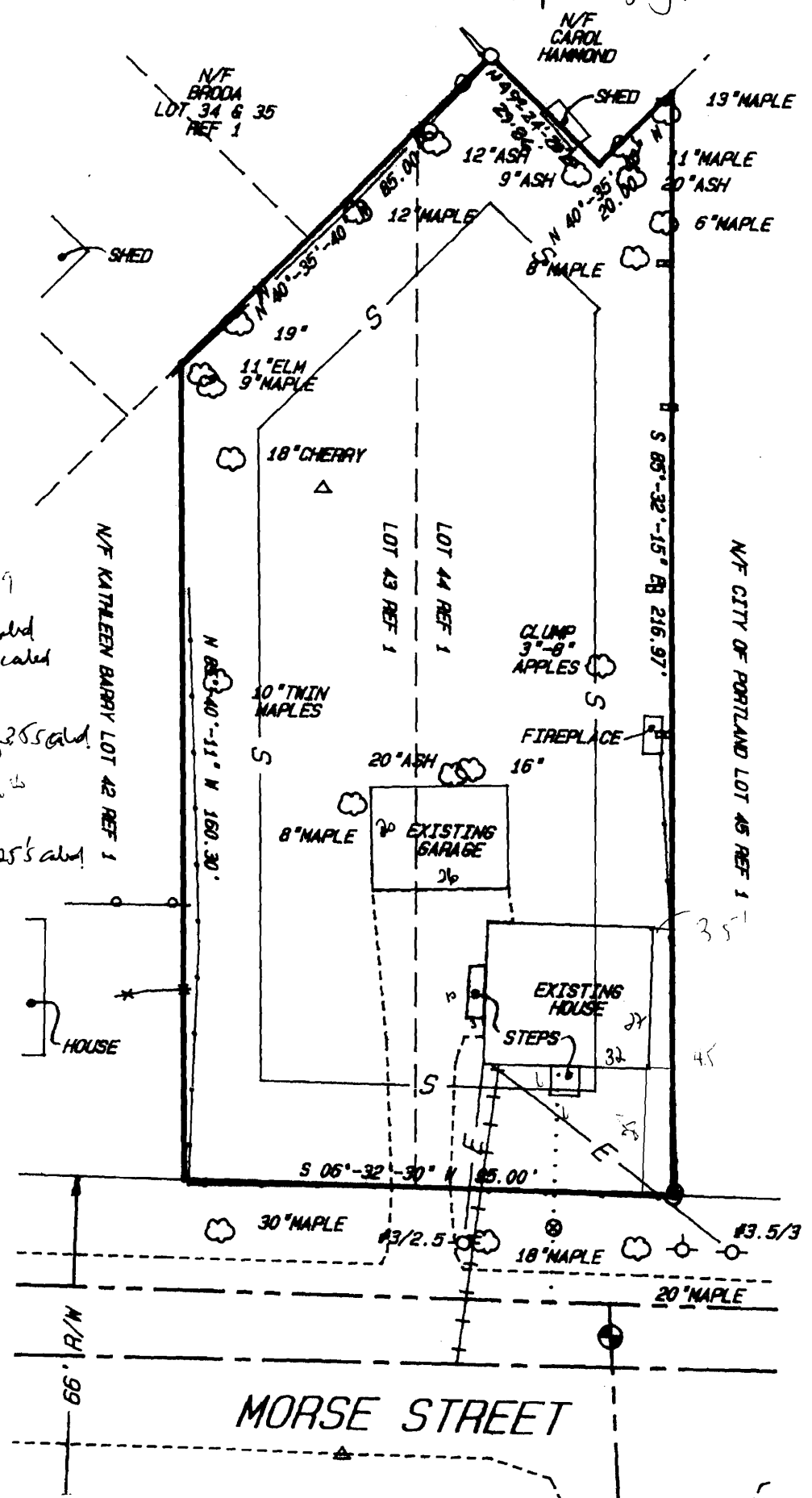
NANCY A. GOODWIN P/R ESTATE OF MILDRED L. TALIENTO  
TO ROBERT C. NELSON 24297/23 8/23/06

**LEGEND**

- HOLLOW IRON PIPE FOUND (UNLESS NOTED)
- ◻ WOVEN WIRE FENCE POST
- N/F NOW OR FORMERLY OF
- UTILITY CO. POLE
- S— BUILDING SETBACK LINE front 20' req, 25' scaled  
rear 20' req, 145' scaled
- △ SURVEY CONTROL POINT
- HYDRANT
- +— 3' PICKET FENCE
- EDGE OF PAVEMENT
- SEWER LINE
- WATER MAIN
- ... WATER SERVICE
- E— OVERHEAD WIRES
- \*-\* 6' WOOD FENCE
- o— CHAIN LINK FENCE
- DECIDUOUS TREE
- 123/456 BOOK & PAGE OF RECORDED DEED
- SEWER SERVICE

RS - lot size 18,919  
 front 20' req, 25' scaled  
 rear 20' req, 145' scaled  
 side 1 1/2 stories 8' req  
 2 stories 17' req, 25' scaled  
 lot coverage = 40% = 7562 sq ft  
 height - 35' max - 19.25' scaled  
 \* nonconforming to setbacks  
 Section 14-436(i)  
 increase with  
 80% = 7168 sq ft  
 adding 200 sq ft using 28%

Used for zoning  
 see other copy for  
 where back steps are going.



**NOTES:**

- 1) BEARINGS ARE REFERENCED TO MAGNETIC NORTH 1991 PER REF 2
- 2) LINES SHOWN AND NOT DETAILED ARE ILLUSTRATIVE ONLY. THEY ARE BASED ON TAX MAPS, DEEDS, OTHER SURVEYS, ETC. AND NOT VERIFIED BY THIS SURVEYOR.
- 3) ELEVATIONS BASED ON BOLT IN 1ST. MON. NLY OF PRFM-

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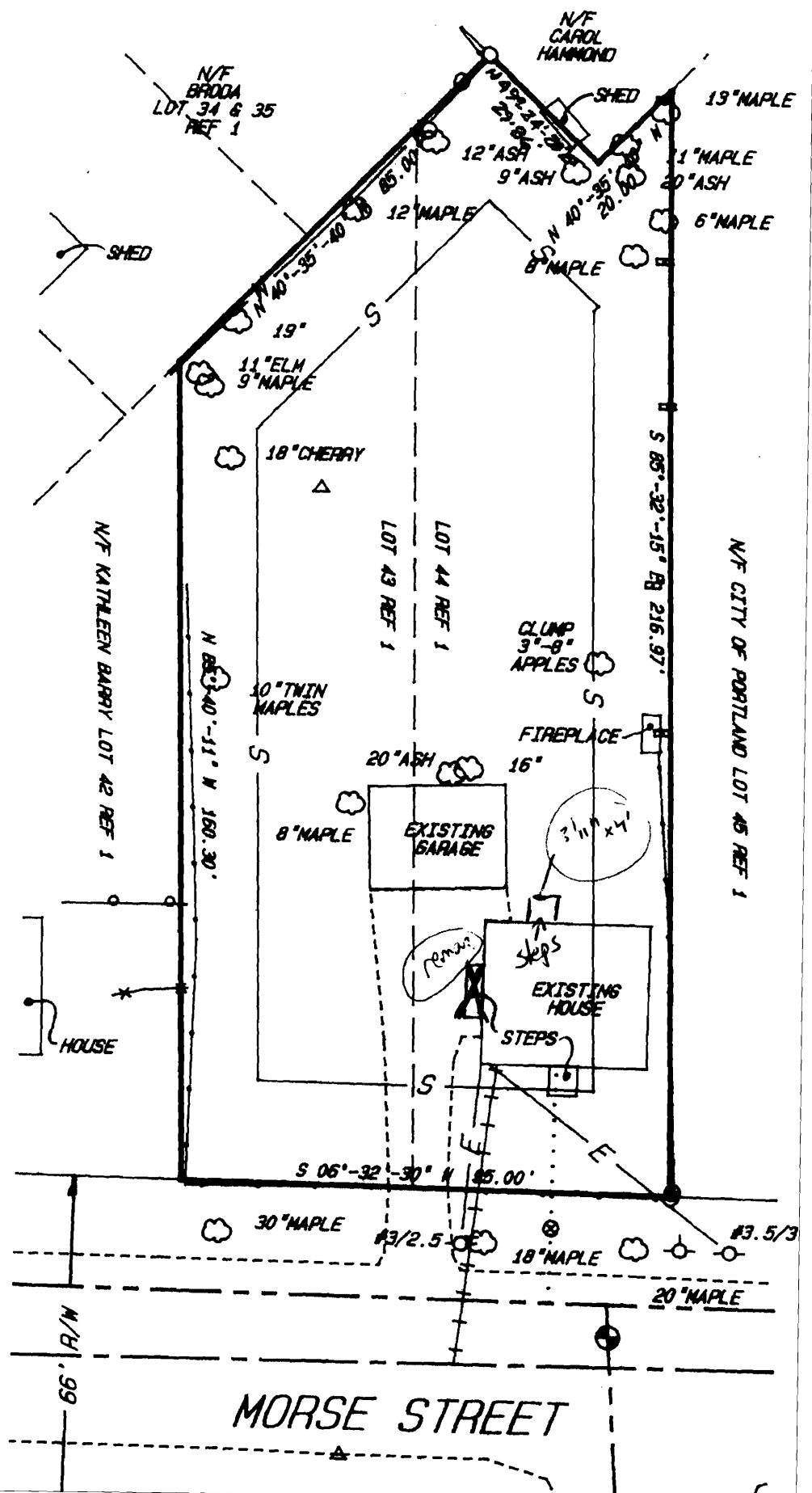
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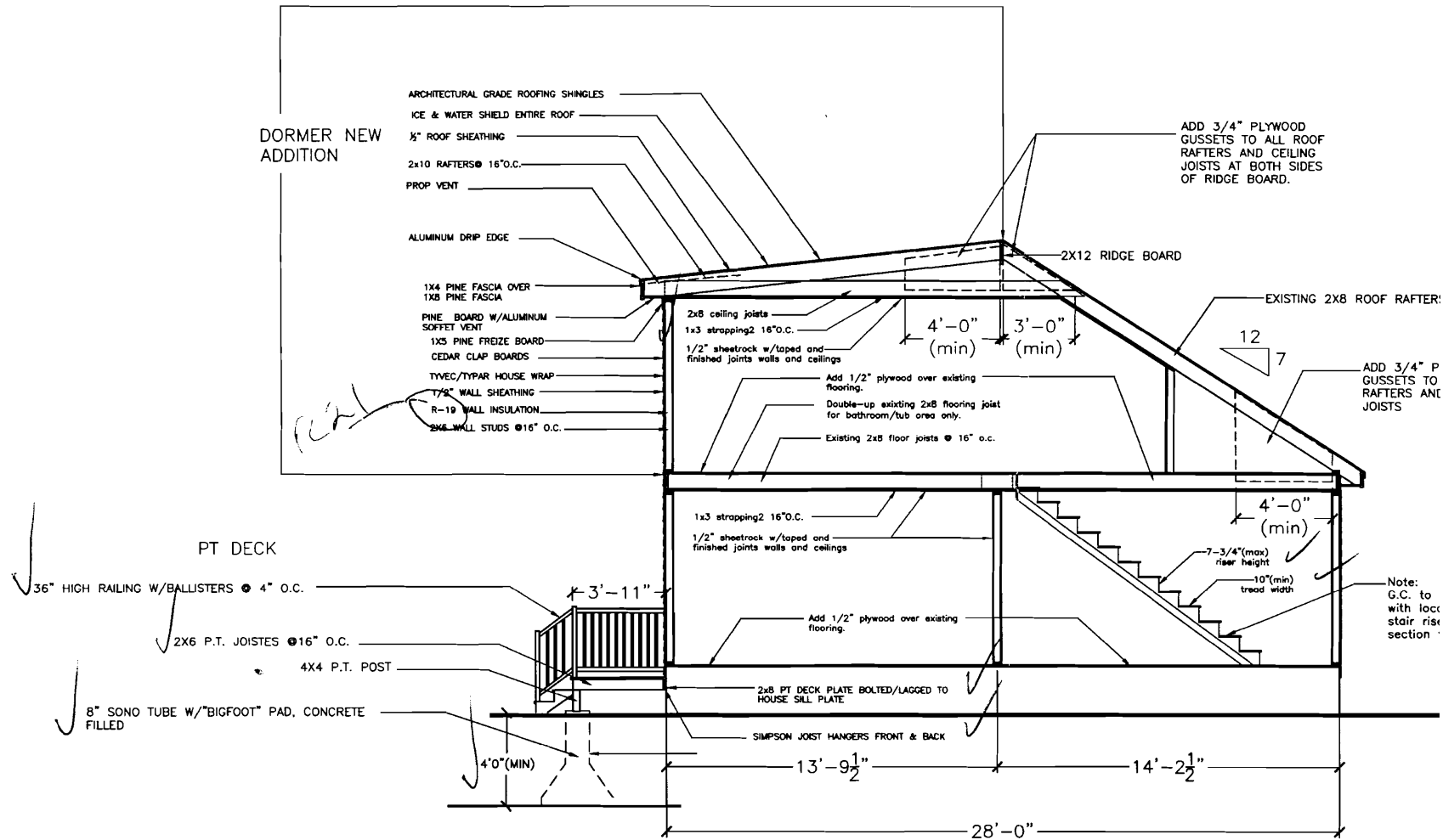
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NOTES:

- ① All structural posts shall continue down to next floor level and basement footings.

General Conditions:

Owner assumes all design and application responsibility for this design. This design is in general form only and not specifically for any one project. The owner in applying these specifications assumes complete responsibility for their use, changes or omissions, except where a registered engineer has stamped plans attached.



2ND FLOOR ELEVATION

1ST FLOOR ELEVATION

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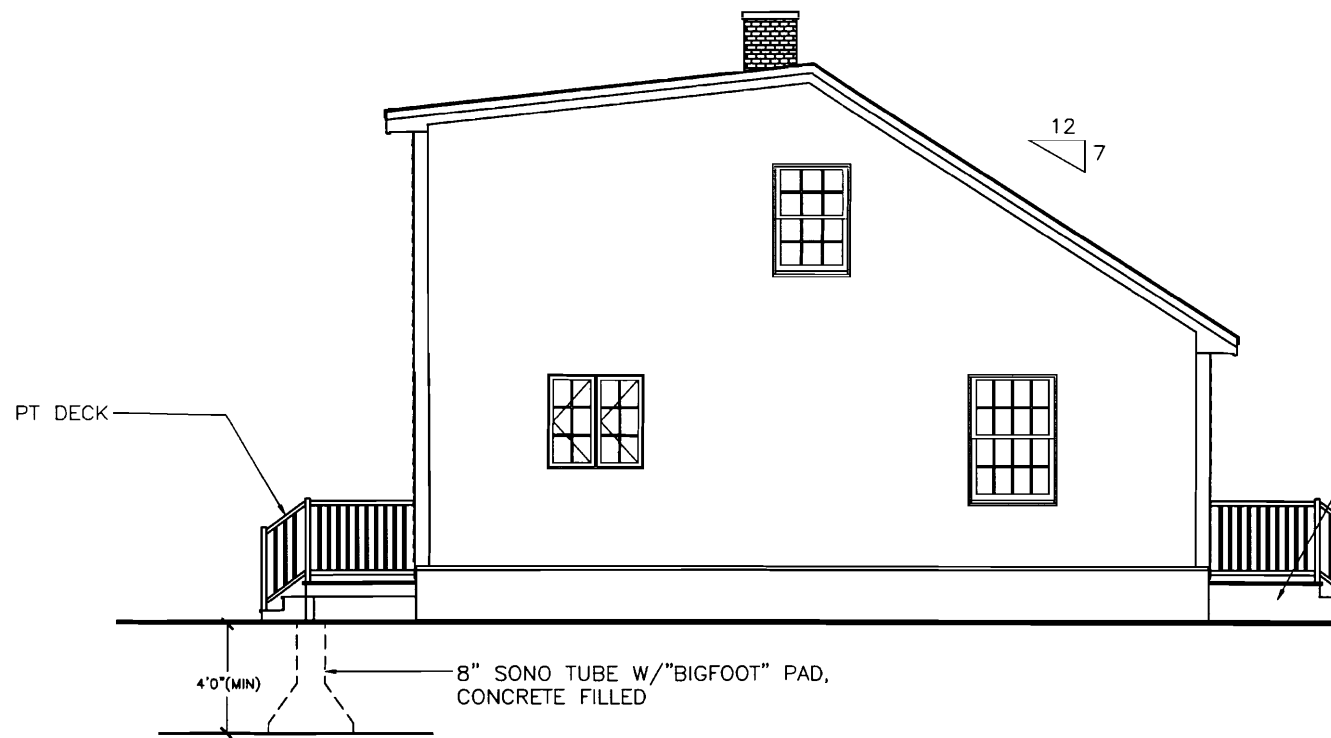
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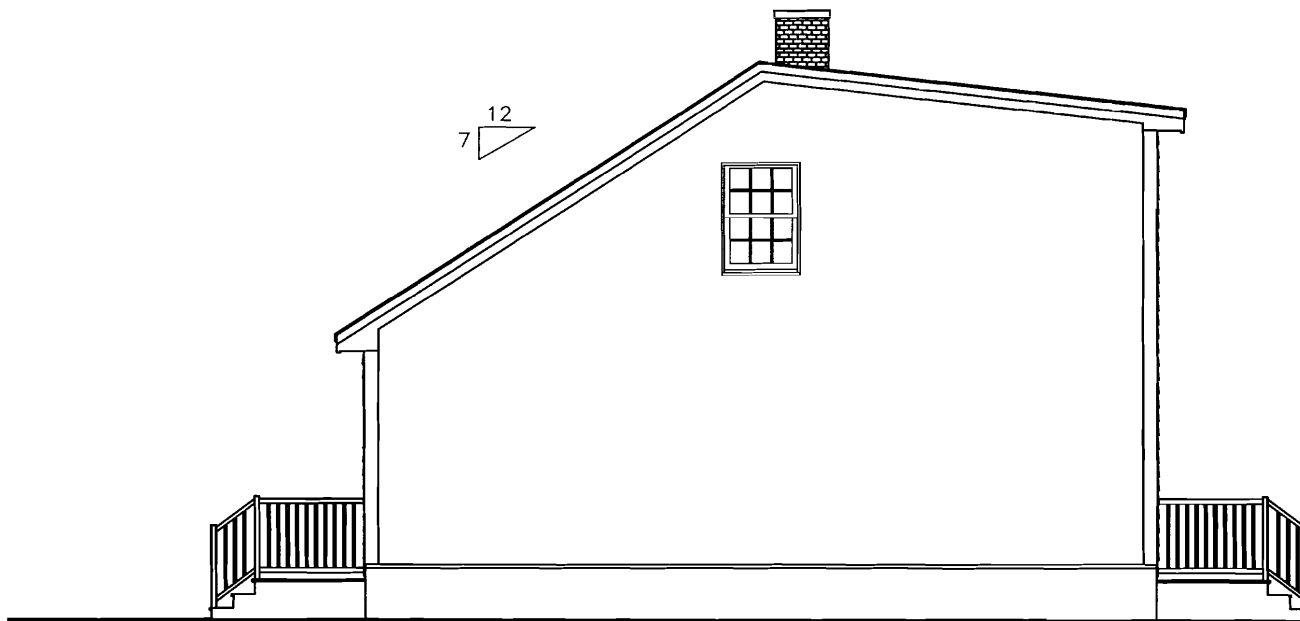
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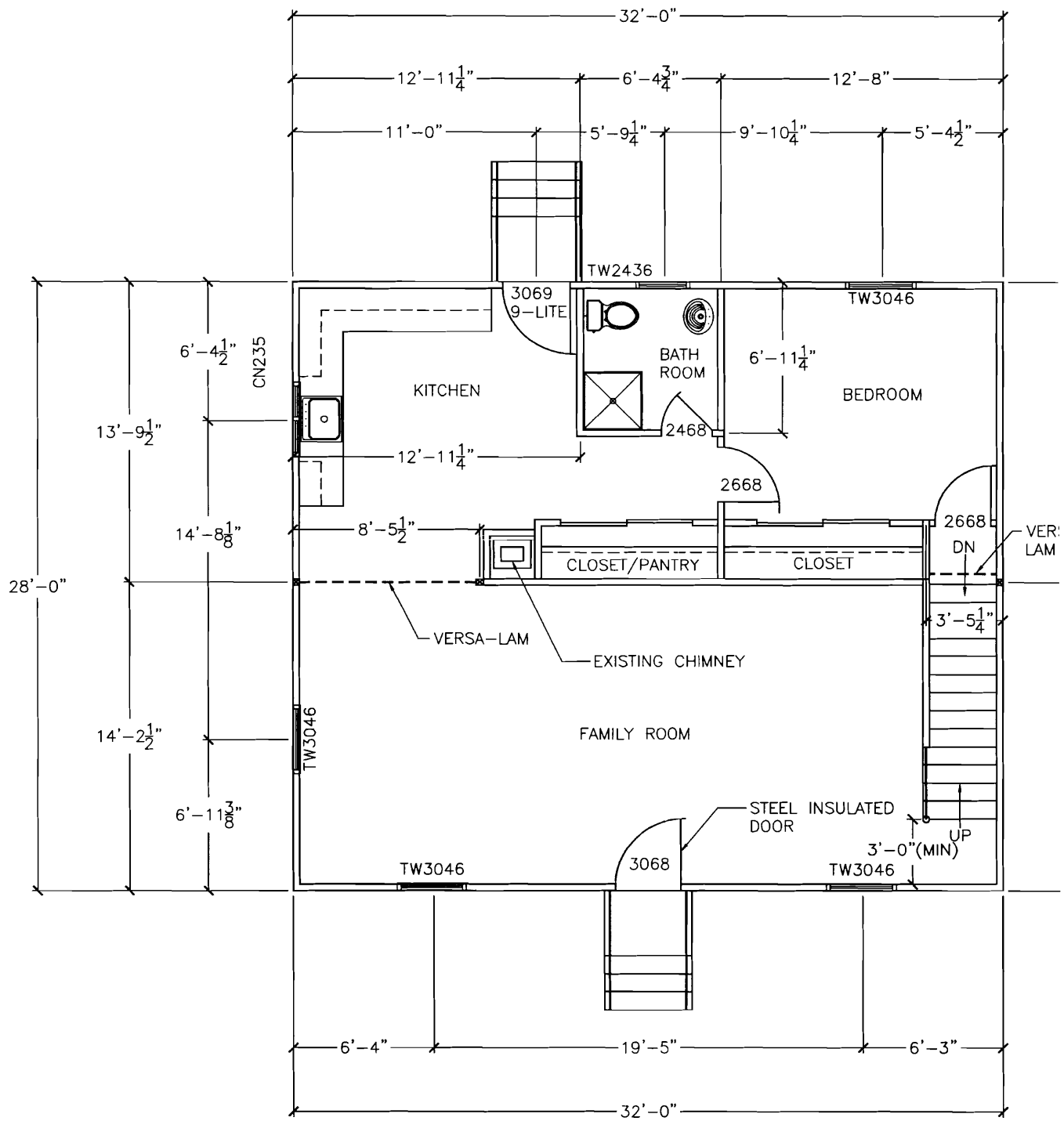
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1

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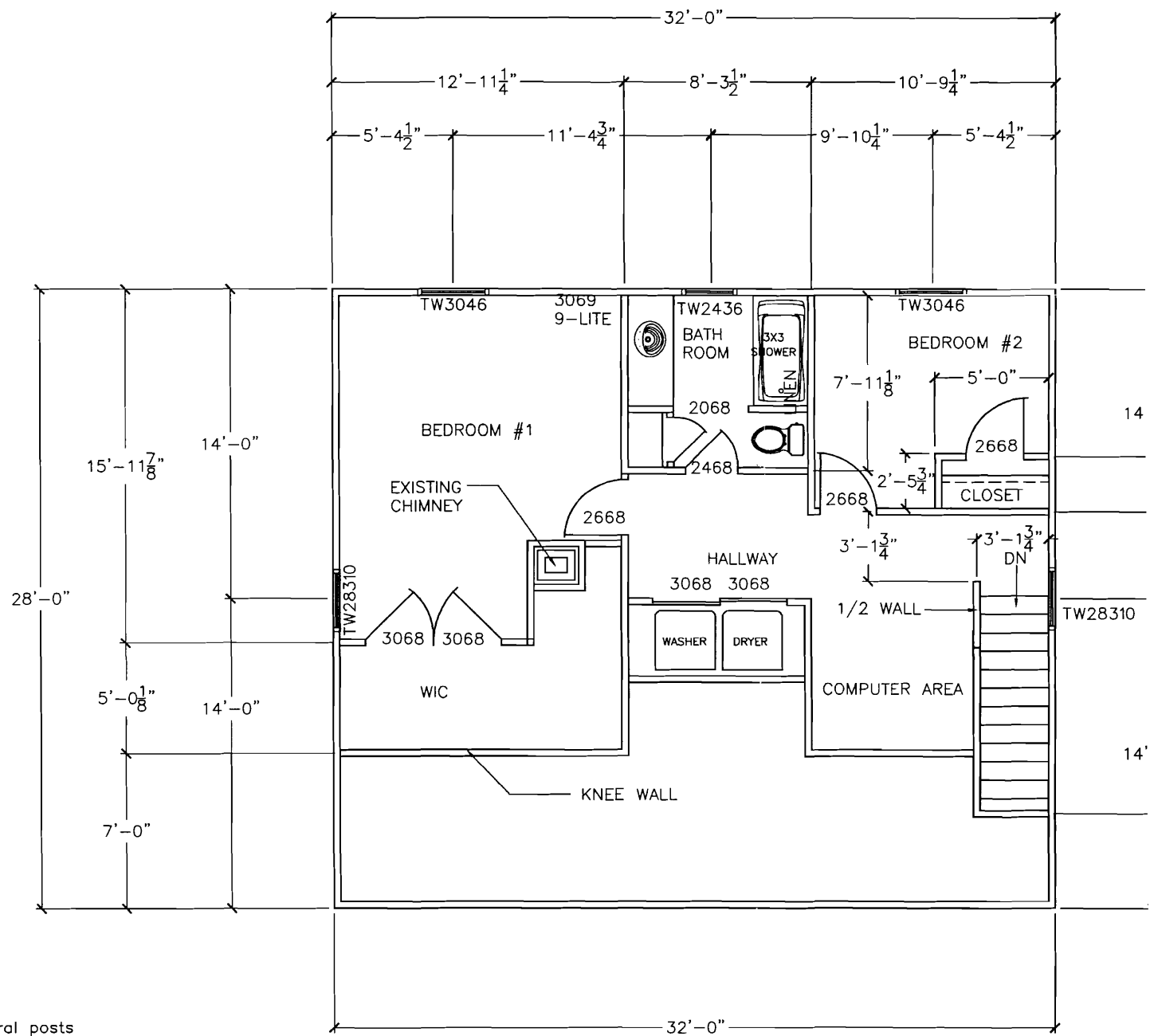


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