

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

PERMIT ISSUED

Permit No: 03-1465	Issue Date: JAN 09 2004	CBL: 196 D001001
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Location of Construction: 1530 Congress St	Owner Name: Corbeau Stephen &	Owner Address: 1530 Congress St CITY OF PORTLAND	Phone: 207-883-1041
Business Name: n/a	Contractor Name: self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Change of Use - Dwellings	Zone: R5

Past Use: Two Family	Proposed Use: Change of Use; Two unit to Three units. Adding second floor dormer.	Permit Fee: \$393.00	Cost of Work: \$32,500.00	CEO District: 3
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R2 Type: OS 1/7/04
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>

Proposed Project Description:
 Change of Use; Two units to Three units. Adding second floor dormer.

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: gg	Date Applied For: 11/26/2003	Zoning Approval
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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..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan exemption Applied for - Approved Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM <input type="checkbox"/> Denied Date: 12/22/03	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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CERTIFICATION

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

 SIGNATURE OF APPLICANT ADDRESS DATE PHONE

 RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT PERMIT

Permit Number: 031465

This is to certify that Corbeau Stephen & /self
has permission to Change of Use; Two units to three units Adding second floor former.
AT 1530 Congress St 196 D001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Notification of inspection must be given and written permission procured before this building or part thereof is altered or closed-in. **HEAR NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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Business Name: n/a	Contractor Name: self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Change of Use - Dwellings	

Proposed Use: Change of Use; Two unit to Three units. Adding second floor dormer.	Proposed Project Description: Change of Use; Two units to Three units. Adding second floor dormer.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 12/22/2003

Note: **Ok to Issue:**

- 1) There shall be not outside, exterior stairways above the first floor grade level. The rear deck does not show an exterior rear stairway. None have been approved.
- 2) This property shall remain a three (3) family dwelling after the issuance of this permit. Any change of use shall require a separate permit application for review and approval.
- 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 with Conditions **Reviewer:** Mike Nugent **Approval Date:** 01/07/2004

Note: **Ok to Issue:**

- 1) The party wall between the common hall and dwelling unit must be modified to provide a I hr fire separation. Contractor Steve Corbeau has agreed to remove the T-111 from the inside of the hall and install 5/8" typ X GWB on both sides on the wall to the underside of the roof.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 12/23/2003

Note: **Ok to Issue:**

- 1) the boiler shall be seperated with a one hour enclosure or a smoke protected enclosure with a domestic sprinkler
- 2) smoke detectors shall be installed in accordance NFPA 72 standards
- 3) vertical openings shall be fire rated with a minimum of one hour fire rating

Comments:

12/31/2003-mjn: Advised owner that we need a fire separation assembly between the new unit and existing ones and also a detail of the existing floor framing assemblies.

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

Card Number 1 of 1
 Parcel ID 196 D001001
 Location 1530 CONGRESS ST
 Land Use TWO FAMILY

Owner Address CORBEAU STEPHEN & JULIE DIMICK-CORBEAU JTS
 1530 CONGRESS ST
 PORTLAND ME 04102

Book/Page 20258/141
 Legal 196-D-1-2
 CONGRESS ST 1528-1530
 15650 SF

15650
 5000

 20650 P

Valuation Information

Land \$35,600 Building \$124,530

Total \$160,130

Property Information

Year Built 1920	Style Old Style	Story Height 2	Sq. Ft. 2593	Total Acres 0.359	
Bedrooms 5	Full Baths 2	Half Baths 1	Total Rooms 11	Attic Full Finsh	Basement Full

Outbuildings

Type BANK BARN	Quantity 1	Year Built 1994	Size 24X32	Grade B	Condition G
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Sales Information

Date 09/01/2003	Type LAND + BLDING	Price \$289,900	Book/Page 20258-141
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Picture and Sketch

Picture Sketch

[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.



All Purpose Building Permit Application

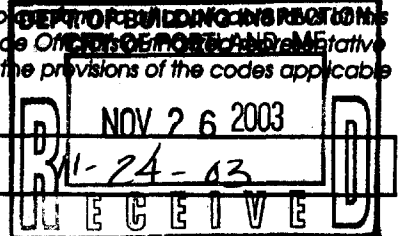
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>1530 CONGRESS ST., PORTLAND, ME.</u>		
Total Square Footage of Proposed Structure <u>1536 (ALREADY EXISTING, EXCEPT FOR 2ND FLOOR DORMER)</u>	Square Footage of Lot <u>20,650</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>196</u> Block# <u>D</u> Lot# <u>001</u>	Owner: <u>JULIE + STEPHEN CORBEAU</u>	Telephone: <u>883-1041 OR 749-5713</u>
Lessee/Buyer's Name (if Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>JULIE / STEPHEN CORBEAU 25 OLD NECK RD. SCARBOROUGH, ME. 04074 883-1041 OR 749-5713</u>	Cost Of Work: \$ <u>32,500.</u> Fee: \$ <u>318.00</u> <u>(40) 15.00</u> <u># 393.00</u>
Current use: <u>2-UNIT RESIDENTIAL DWELLING</u>		
If the location is currently vacant, what was prior use: <u>N/A</u> <u>Change of Use</u>		
Approximately how long has it been vacant: <u>N/A</u> <u>2 units to 3 units</u>		
Proposed use: <u>3-UNIT RESIDENTIAL DWELLING</u>		
Project description: <u>FINISH EXISTING SPACE FOR 3RD UNIT & ADD 2ND FLOOR DORMER TO 3RD UNIT</u>		
Contractor's name, address & telephone: <u>STEPHEN CORBEAU, 25 OLD NECK RD., SCARBOROUGH, ME. 883-1041</u>		
Who should we contact when the permit is ready: <u>STEPHEN OR JULIE CORBEAU</u>		
Mailing address: <u>25 OLD NECK RD. SCARBOROUGH, ME. 04074</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>883-1041 OR 749-5713</u>		

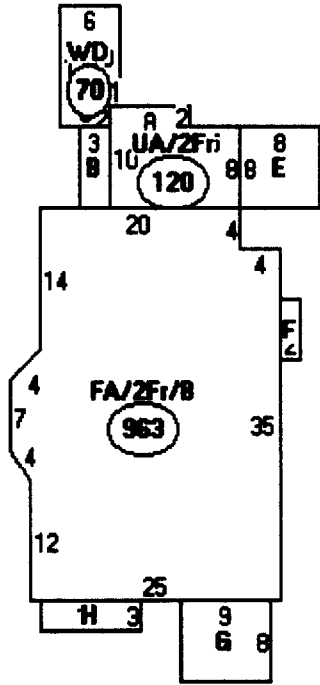
IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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 the jurisdiction of the City of Portland, Maine. In addition, if a permit for work described in this application is issued, I certify that the Code Officer or his/her 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>Julie Corbeau</u>	Date: <u>NOV 26 2003</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



- Descriptor/Area**
- A: FA/2Fr/B
963 sqft
 - B: EP/EP
24 sqft
 - C: WD
70 sqft
 - D: UA/2Fr
120 sqft
 - E: WD
64 sqft
 - F: FBAY
12 sqft
 - G: OFP
72 sqft
 - H: FBAY/B
30 sqft

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

Card Number	1 of 1
Parcel ID	196 D003001
Location	1532 CONGRESS ST
Land Use	GARAGES, SHEDS, AUX, ETC.
Owner Address	CORBEAU STEPHEN & JULIE DIMICK-CORBEAU JTS 1530 CONGRESS ST PORTLAND ME 04102
Book/Page	20258/141
Legal	196-D-3 CONGRESS ST 1532-1534 5000 SF

Valuation Information

Land	Building	Total
\$1,680	\$11,450	\$13,130

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.115	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
GARAGE-WD/CB	1	1975	24X40	C	A

Sales Information

Date	Type	Price	Book/Page
09/01/2003	LAND + BLDING	\$289,900	20258-141

Picture and Sketch

<u>Picture</u>	<u>Sketch</u>
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[Click here to view Tax Roll Information.](#)

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Applicant: Stephen Corbea
Address: 1530 Congress St

Date:
C-B-L: 196-D-001-002⁴003

CHECK-LIST AGAINST ZONING ORDINANCE

Date - exist bldg permit # 03-1465

Zone Location - R-5

Interior or corner lot -

Proposed Use/Work -

Sevage Disposal - city

Lot Street Frontage -

Front Yard - N/A - in rear of bldg

Rear Yard - 20' req → 76' plus shown

Side Yard - 12' req - 23' & 58' shown

Projections - 2 story
basement entry in rear

Width of Lot - 65' shown

Height - 35' MAX

Lot Area -

15650
5000
~~20650~~

Lot Coverage Impervious Surface -

Area per Family - 6000[#] permit or 18000[#] req - 20,650[#] shown

Off-street Parking - 1 spc per unit plus 1/2 for the New unit = 3 1/2 ^{pkg} spcs req - apparently 4+ spaces shown

Loading Bays - N/A

Site Plan - site plan exemption approved -

Shoreland Zoning/ Stream Protection - N/A

Flood Plains -

32 x 24 = 768[#] per floor
No exterior stairways shown above the 1st floor

1530 CONGRESS ST. - PARKING

-BACK YARD-

40'

COMMON
ENTRY

VEHICLE #7

VEHICLE #6

VEHICLE #5

30'

VEHICLE #4

31'

VEHICLE #3

40'

VEHICLE #2

VEHICLE #1

FRT. PORCH

12'6"

24'

CONGRESS ST.

APPLICANT:
CORBEAU, JULIE
883-1041

PURCHASE AND SALE AGREEMENT

Aug. 8, 2003

August 9, 2003 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Julie M. Dimick-Corbeau, Stephen F. Corbeau (hereinafter called "Buyer") of 25 Old Neck Road Scarborough, Me. and Marlene Douphinette, John Douphinette (hereinafter called "Seller") of 1530 Congress Street

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 1530 Congress Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6486, Page(s) 88. If "part of" see Other Conditions (paragraph 26) for explanation.

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 and electrical fixtures are included with the sale except for the following: N/A. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

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: Existing 2 stoves, 2 refrigerators, 2 Microwaves, Washers + Dryer. Seller represents that such items shall be operational at the time of closing, except: N/A

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 284,900.00 of which DEPOSIT \$ 2,500.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid BALANCE DUE \$ 282,500.00. The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY ACCEPTANCE: Home Sellers ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Aug. 9 (date) 12:00 Noon 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 September 19, 2003 (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 by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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.

Rev 2002

Page 1 of 4 - P&S

Buyer(s) Initials

Seller(s) Initials

ERA Home Sellers 118 Maine Mall Road, South Portland ME 04106

Phone: (207) 774-5766

Fax: (207) 774-2523

Helen La Count

Produced with ZipForm by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035. (800) 383-9805

16408328.ZFX

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: rent, association fees, (other) _____ . Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall shall not) be paid by Buyer (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.

13. INSPECTIONS: 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 inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>12</u> days	j. Other Air Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
b. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days	k. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days	l. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days	m. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days	n. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
f. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days	o. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
g. Other Water Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days	p. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
h. Radon Air Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>12--</u> days	q. Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>----</u> days
i. Asbestos Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within <u>----</u> days				

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection 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 inspection or other condition specified herein is unsatisfactory to Buyer, 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 inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(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 \$ N/A.

15. FINANCING: This Agreement is subject to Buyer obtaining an approved conventional mortgage of 80.000 % of the purchase price, at an interest rate not to exceed prevail rate % and amortized over a period of 30 years.

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 3 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 25 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this mortgage commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the mortgage 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.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- d. After (a) and (b) 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 loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

Patty T. Young of Home Sellers represents Sellers
Listing Agent Agency

Helen La Count of Home Sellers represents Purchasers
Selling Agent Agency

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: 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 of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

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

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

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

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

Explain: Multi Family

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: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. 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 understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors 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 entire 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: Subject to the appraisal of this property to be at or above Purchase Price.

If conditions are not met, at Purchasers option, contract becomes null and void and earnest money to be returned to Purchasers.

Momy

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 Bureau of Taxation.

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.

Julie M. Dimick Corbeau
BUYER Julie M. Dimick Corbeau

006-74-0504
SS# OR TAXPAYER ID#

Stephen F. Corbeau
BUYER Stephen F. Corbeau

005-106-0237
SS# OR TAXPAYER ID#

Buyer's Mailing address is 25 Old Neck Road, Scarborough, Me 04074

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.

Signed this _____ day of _____,

Marlene Douphinette
SELLER Marlene Douphinette

004-56-7850
SS# OR TAXPAYER ID#

John Douphinette
SELLER John Douphinette

005-64-2329
SS# OR TAXPAYER ID#

Seller's Mailing address is 1530 Congress Street, Portland, Me 04102

Offer reviewed and refused on _____

SELLER _____

SELLER _____

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.

Signed this _____ day of _____,

SELLER _____

John Douphinette
SELLER John Douphinette

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 _____

MULTI-FAMILY ADDENDUM

TO CONTRACT DATED _____ BETWEEN Douphinette (hereinafter "Seller")
AND Corbeau (hereinafter "Buyer").

Said contract is further subject to the following terms:

(N/A) PRECEDING A CLAUSE MEANS NOT APPLICABLE TO THIS TRANSACTION.

- X 1. Sellers shall provide Buyer with copies of tenants' leases within 1 days of Effective Date of this Addendum and Buyer shall have an additional 1 days to examine same. Should Buyer find the leases to be unsatisfactory, Buyer shall inform Seller in writing within the examination period and the contract shall become null and void and any deposit shall be returned to Buyer. In the absence of such notification the leases shall be deemed acceptable.
- X 2. Seller assumes full responsibility for any tenant pro-rations, back rents and damages against security deposits at transfer of title.
- X 3. Seller shall provide Buyer with financial accounting of all security deposits and schedule of rents within 3 days prior to closing.
- X 4. It is agreed that all security deposits shall be payable in full to the Buyer/trustee at transfer of title. Buyer agrees to hold all security deposits in a segregated trust account pursuant to state law.
- X 5. Seller warrants that there will be no outstanding agreements with tenants regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, except as otherwise acknowledged and agreed to elsewhere in this contract.
- X 6. Seller warrants that all fixtures and items noted on property data sheet belong to Seller and are being conveyed to Buyer, except as otherwise acknowledged and agreed to elsewhere in this contract.
- X 7. Should a vacancy occur, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria presently used by Seller to fill vacancies, with approval by purchasers.
- X 8. In the event of a vacancy at time of transfer of the title, any vacant unit shall be free of personal belongings and in broom clean condition.
- X 9. Seller agrees to render the following portion(s) of the building vacant on or before closing: all but the 1 Bedroom apartment

[Signature]
BUYER

DATE

SS# OR TAXPAYER ID#

[Signature]
BUYER

DATE

SS# OR TAXPAYER ID#

[Signature]
SELLER

DATE

005-64-2329
SS# OR TAXPAYER ID#

[Signature]
SELLER

DATE

004-56-7808
SS# OR TAXPAYER ID#

MAINE ASSOCIATION OF REALTORS®/1994
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TO CONTRACT DATED _____ BETWEEN Vouphennitt (hereinafter "Seller")
AND _____ (hereinafter "Buyer")

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature] 6/29/03
Seller Date
[Signature] 6/27/03
Buyer Date
[Signature] 6/27/03
Agent Date

[Signature]
Seller Date
[Signature]
Buyer Date
[Signature] 8/7/03
Agent Date

Information must be made available to buyers to help them evaluate the property. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not meant to be a warranty of the condition of the property. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

Note: Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

PROPERTY LOCATED AT: 1530 Congress St. Portland

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal Unknown
 Drilled Dug Other

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
 Pump: Yes No N/A Quantity: Yes No Unknown
 Quality: Yes No Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
 IF YES: Date of most recent test: _____ Are test results available? Yes No
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
 IF YES, are test results available? Yes No
 What steps were taken to remedy the problem? N/A

• IF PRIVATE:

INSTALLATION: Location N/A
 Installed BY: N/A DATE of Installation: N/A
 What is the source of your information: N/A
 USE: Number of Persons currently using system? 4
 Does system supply water to more than one household? Yes No Unknown

COMMENTS: _____
 ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? Yes No

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: PUBLIC: Yes No QUASI-PUBLIC: Yes No
 PRIVATE: Yes No UNKNOWN:

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? Yes No
 What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Other: N/A
 Tank Size: 500 Gal. 1000 Gal. Unknown Other: N/A
 Tank Type: Concrete Metal Unknown Other: N/A
 Location: N/A OR Unknown Date of Installation: N/A
 Date of Last Servicing: N/A Name of Company Servicing Tank: N/A
 Have you experienced any malfunctions? Yes No
 If yes, give the date and describe the problem: N/A

LEACH FIELD: Yes No

IF YES: Location: _____
 Date of installation of leach field: N/A Installed By: N/A
 Date of Last Servicing: N/A Name of Service Company: N/A
 Have you experienced any malfunctions? Yes No
 If yes, give the date and describe the problem & what steps were taken to remedy: N/A

IS SYSTEM LOCATED IN A SHORELAND ZONE? Yes No Unknown

SOURCE OF INFORMATION: _____
 COMMENTS: _____
 ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? Yes No

Buyer(s) Initials ASPC Seller(s) Initials [Signature]

SECTION III. HEATING SYSTEM(S) SOURCE(S)

TYPE(S): FHW/CIL/Mount/elec
Age of system(s)/source(s): unknown/gas/unknown
Name of company that services system(s)/source(s): Sept 2002 / Sept 2002 / N/A
Date of most recent service call: Sept 2002
Annual consumption per system(s)/source(s) (i.e. gallons, kilowatt hours, cords): 1655 gals Del (owner's house) 210 gals K+ (unfinish add.)
Malfunctions per system(s)/source(s) within the past 2 years: NONE KNOWN

COMMENTS:
ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? Yes No

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:
Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
IF YES: Are tanks in current use? Yes No
IF NO above: How long have tank(s) been out of service? N/A
What materials are, or were, stored in the tank(s)? N/A
Age of tank(s): N/A Size of tank(s): _____
Location: N/A
Have you experienced any problems such as leakage? N/A
Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
Comments: N/A

B. ASBESTOS - Current or previously existing:
• as insulation on the heating system pipes or duct work? Yes No Unknown
• in the siding? Yes No Unknown
• in the roofing shingles? Yes No Unknown
• in flooring tiles? Yes No Unknown
• other: _____ Yes No Unknown
IF YES: Source of Information: N/A

C. RADON/AIR - Current or previously existing:
Has the property been tested? Yes No Unknown
IF YES: Date: N/A By: N/A
Results: N/A If applicable, What remedial steps were taken? N/A
Has the property been tested since remedial steps? Yes No
Are test results available? Yes No Results & Comments: N/A

D. RADON/WATER - Current or previously existing:
Has the property been tested? Yes No Unknown
IF YES: Date: N/A By: N/A
Results: N/A If applicable, What remedial steps were taken? N/A
Has the property been tested since remedial steps? Yes No
Are test results available? Yes No Results & Comments: N/A

LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978. See EPA Disclosure brochure/form for more information)
Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown
IF YES, describe location and the basis for the determination: _____
Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: Yes No
IF YES, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No
COMMENTS: OK on owners list Owners have new replacement window + carpet for that bedroom

LAND FILL: Yes No Unknown
 RADIOACTIVE MATERIAL: Yes No Unknown
 ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS? Yes No

OTHER: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Are there any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private road/homeowner associations or restrictive covenants on the property? Yes No Unknown

IF YES: Explain: N/A
 What is your source of information: Seller

Are there any tax exemption(s) or reduction(s) for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption? Yes No Unknown

IF YES: Explain: Home Stead Exemption

Leased Equipment: Type: 2 Hot water heaters \$ 11.50 each @ month

Roof: Age - Structure: 1970's Age - Shingles: 3 yrs old

Moisture or leakage: NONE KNOWN
 Comments: _____

Foundation/Basement: Full Partial Slab Crawl Other: _____

Material: Concrete Block Stone Brick Other: _____

Moisture or leakage: Original foundation water comes in heavy rain/splink

Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No

Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

KNOWN MATERIAL DEFECTS about Physical Condition of Property: NONE KNOWN

ATTACHMENTS: Yes No

SECTION VI. ADDITIONAL INFORMATION

Seller, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment unless otherwise noted on this form, are in operational condition.

[Signature]
 SELLER

6/27/03
 DATE

[Signature]
 SELLER

06/27/03
 DATE

We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

[Signature]
 BUYER

 DATE

[Signature]
 BUYER

 DATE

ETTA M. ELDRIDGE,
 of Portland,
 (being unmarried) for consideration paid,
 grant to JOHN O. DOUPHINETT and MARLENE Y. DOUPHINETT, husband and wife, both of
 280 Brackett Street, Portland, Maine,
 and
 with MARYANN ROSSIGNOL, as joint tenants, the land in Portland, Cumberland
 County and State of Maine,

A certain lot or parcel of land with the buildings thereon, situated in said
 Portland, bounded and described as follows:

Beginning at a point on the southerly side line of Congress Street at the
 northeasterly corner of land conveyed by Mildred E. Dressor to Ethel D. Luce et
 al by deed dated October 9, 1957 and recorded in Cumberland County Registry of
 Deeds, Book 2378, Page 192; thence southerly along land of said Luce one hundred
 twenty-five (125) feet to a corner thereof; thence easterly by land of said Luce
 eighty-three (83) feet to a corner thereof; thence southerly in continuation of
 said Luce's easterly line, fifty-one (51) feet, more or less, to land now or
 formerly of the City of Portland, Maine; thence westerly by land of said City of
 Portland, one hundred sixty-three (163) feet, more or less, to a point; thence
 northerly seventy-six (76) feet to a point; thence westerly twenty-five (25) feet,
 more or less, to land now or formerly of Aldo B. Rumery; thence northerly by land
 of said Rumery, one hundred (100) feet, more or less to the southerly side line of
 Congress Street; thence easterly by the southerly side line of Congress Street, one
 hundred five (105) feet, more or less, to the point of beginning.

Being the same premises conveyed to the grantor herein by warranty deed of
 Eugene E. Gilliam dated November 29, 1982 and recorded in the Cumberland County
 Registry of Deeds in Book 5072, Page 296.

Witness my hand and seal this _____ day of _____ 1984

Etta M. Eldridge
 Etta M. Eldridge

Jamie L. Clark

REGISTRY OF DEEDS
 CUMBERLAND COUNTY

RECEIVED
 1984 JUN 26 AM 10:15

State of Maine CUMBERLAND JUNE 25, 1984

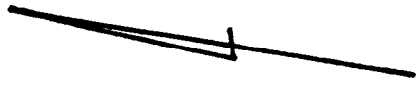
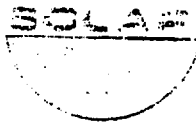
Then personally appeared the above named Etta M. Eldridge

and acknowledged the foregoing instrument to be her *free act and deed*
 Before me, *W. P. Penley*
 Justice of the Peace - Attorney at Law - Notary Public
 William P. Penley

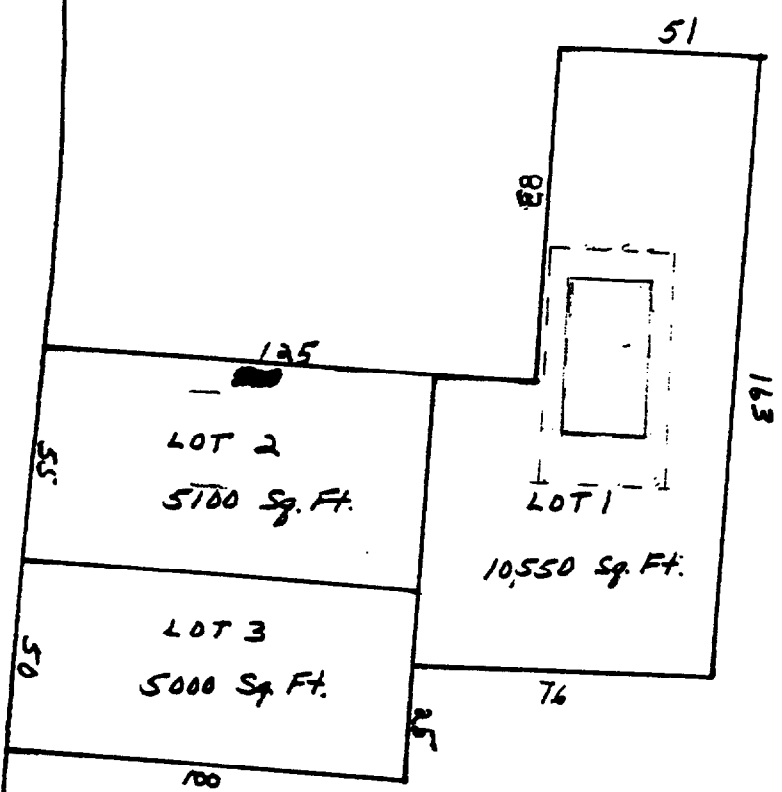
AS
 SO
 FA

*DE
 SEL*

John & Mariene Doupinnett
1530 Congress Street
Portland, Maine



CONGRESS ST.



JDE
SRL

MAP 196-D LOTS 1,2,3

Signature Label

JULIE DIMICK-CORBEAU
STEPHEN CORBEAU
25 OLD NECK ROAD
SCARBOROUGH, ME 04074

222

Date 8-7-03

52-8864/2112

Pay to the
Order of

Home Sellers

\$ 2,500⁰⁰

Two thousand five hundred + ⁰⁰/₁₀₀ Dollars

 Security Features
See Back of Card



For _____

Julie Dimick Corbeau

⑆ 211288640⑆ 700580438849⑆ 0222