

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0795	Issue Date:	CBL: 210 B011001
-----------------------	-------------	---------------------

Location of Construction: 110 COBB AVE	Owner Name: OLSSON HARRY R & DIANE T J	Owner Address: 2313 BARNUMVILLE RD	Phone:
---	---	---------------------------------------	--------

Business Name:	Contractor Name: Saint Albans Modular Homes	Contractor Address: Newport	Phone: 207-449-3800
----------------	--	--------------------------------	------------------------

Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: R2
---------------------	--------	---	-------------

Past Use: Single Family Home	Proposed Use: Single Family Home/ interior renovations to second floor of new single family home	Permit Fee: \$201.00	Cost of Work: \$20,000.00	CEO District: 3
---------------------------------	---	-------------------------	------------------------------	--------------------

original house permit under # 05-0331

Proposed Project Description: interior renovations to second floor of new single family home	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group <i>R3</i> Type <i>S2B</i> <i>IRC 2003</i> Signature _____ Date: <i>7/19/06</i>
---	--

Permit Taken By: Idobson	Date Applied For: 05/26/2006	Zoning Approval	
-----------------------------	---------------------------------	------------------------	--

	Special Zone or Reviews	Zoning Appeal	Historic Preservation
1.	<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
2.	<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
3.	<input type="checkbox"/> Flood Zone	<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"/> LA Approved w/Conditions
	Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
	Date: <i>9/6/06</i>	Date:	Date:

ok with committee

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

PERMIT ISSUED
Permit Number: 060795
JUL 20 2006
CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

This is to certify that OLSSON HARRY R & DIANE T JTS /Saint Albans Modular Home

has permission to interior renovations to second floor of single family home

AT 110 COBB AVE L 210 B011001

provided that the person or persons who 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 permit is issued before this building or part thereof is occupied or closed-in. 24 HOUR 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.

Health Dept.

Appeal Board

other

Department Name

Handwritten signature: Raymond M. Walker 7/19/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0795	Date Applied For: 05/26/2006	CBL: 210 B011001
------------------------------	--	----------------------------

Location of Construction: 110 COBB AVE	Owner Name: OLSSON HARRY R & DIANE T J	Owner Address: 2313 BARNUMVILLE RD	Phone:
Business Name:	Contractor Name: Saint Albans Modular Homes	Contractor Address: Newport	Phone (207) 449-3800
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	

Single Family Home/ interior renovations to second floor of new single family home

interior renovations to second floor of new single family home

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/06/2006

Note: **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that all work is interior and that there is no expansion of the original footprint.
- 2) 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.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tom Markley **Approval Date:** 07/19/2006

Note: **Ok to Issue:**

- 1) Hard-wired battery back-up interconnected smoke detectors required in each bedroom and common areas.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 3) Separate permits are required for any electrical, plumbing, or heating.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 05/09/2005

Note: **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 3) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext. 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 4) Your new street address is now #114 COBB AVENUE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 5) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 7) TURNAROUND EASEMENTS (2) SHALL BE RECORDED AT THE REGISTRY AND A COPY OF SUCH RECORDINGS BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT.

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 05/09/2005

Note: **Ok to Issue:**



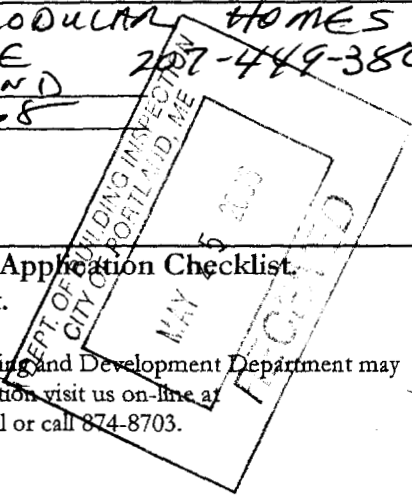
General Building Permit Application

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>110 Cobb Ave</u>		
Total Square Footage of Proposed Structure <u>EXISTING 898 sf. 1st. 600 sf. 2nd.</u>		Square Footage of Lot <u>10,000 ±</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>210 B 11 #12</u>	Owner: <u>HARRY OLSSON JR. 110 Cobb Ave PORTLAND, ME 04102</u>	Telephone: <u>1-802-362 8132</u>
Lessee/Buyer's Name (If Applicable) <u>JUDY RAYMOND P.O. 36 FRYEBURG, Me 04037</u>	Applicant name, address & telephone: <u>TIM RAYMOND 53 MCARTHUR CIRC. EAST SO. PORTLAND, Me 04106</u>	Cost Of Work: \$ <u>20.00</u> Fee: \$ <u>201.00</u> C of O Fee: \$ <u>N/A</u>
Current Specific use: <u>RESIDENTIAL</u> If vacant, what was the previous use? <u>NEW MODULAR CONSTRUCTION</u> Proposed Specific use: <u>RESIDENTIAL</u>		
Project description: <u>FINISHING 2ND FLOOR OF NEW (EXISTING) MODULAR HOME.</u>		
Contractor's name, address & telephone: <u>ST. ALBANS MODULAR HOMES NEWPORT, ME 207-449-3800</u>		
Who should we contact when the permit is ready: <u>TIM RAYMOND</u>		
Mailing address: _____ Phone: <u>251-9268</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: [Signature]

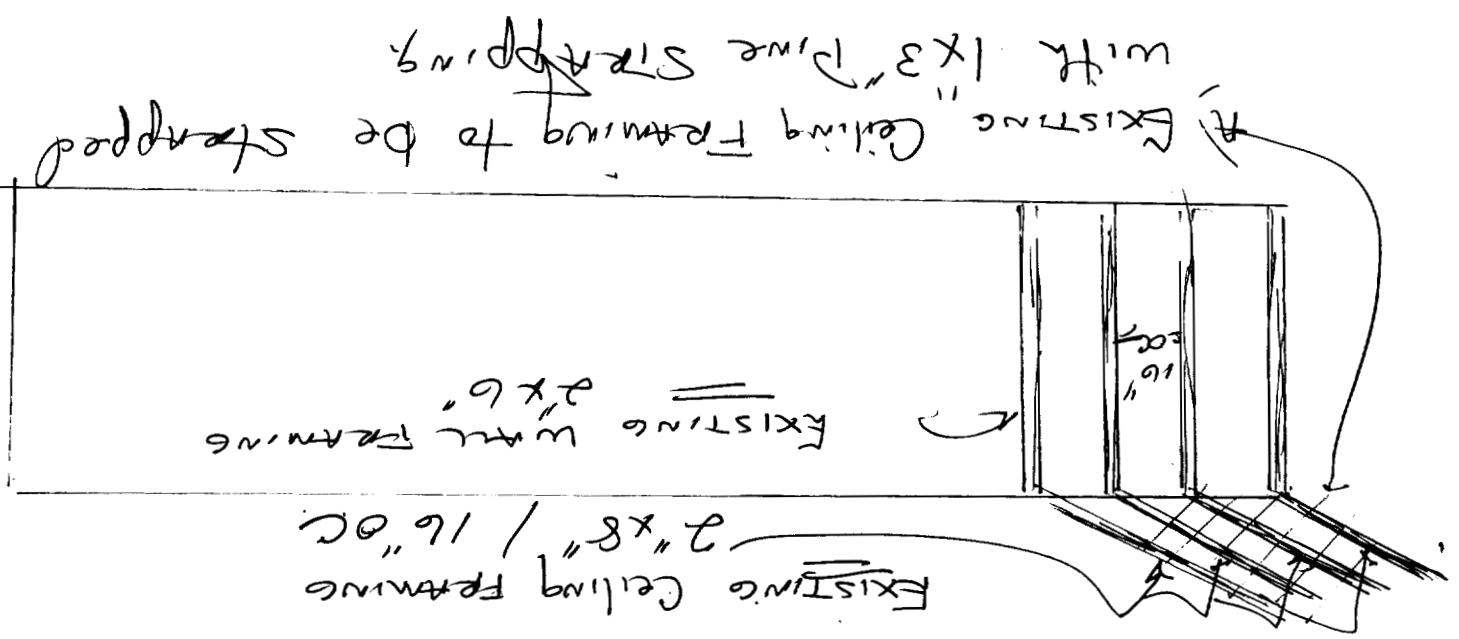
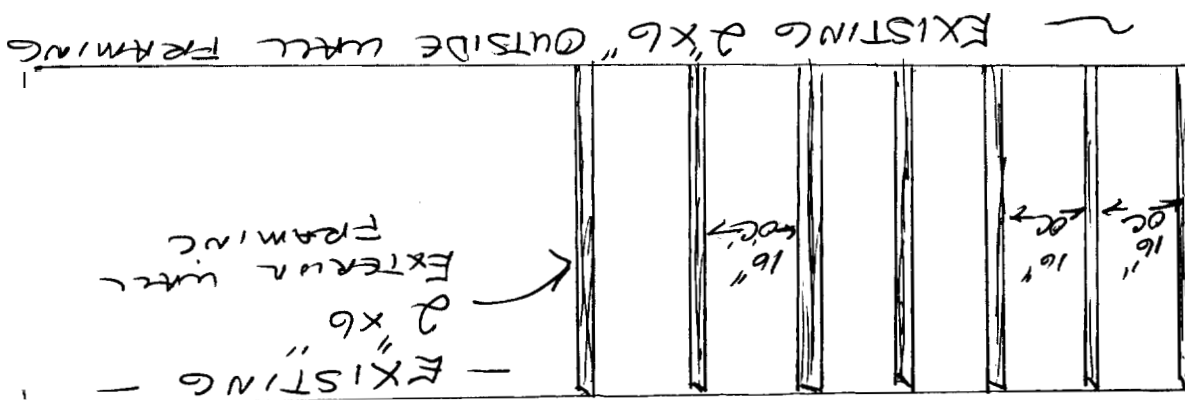
Date: 5/16/06

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



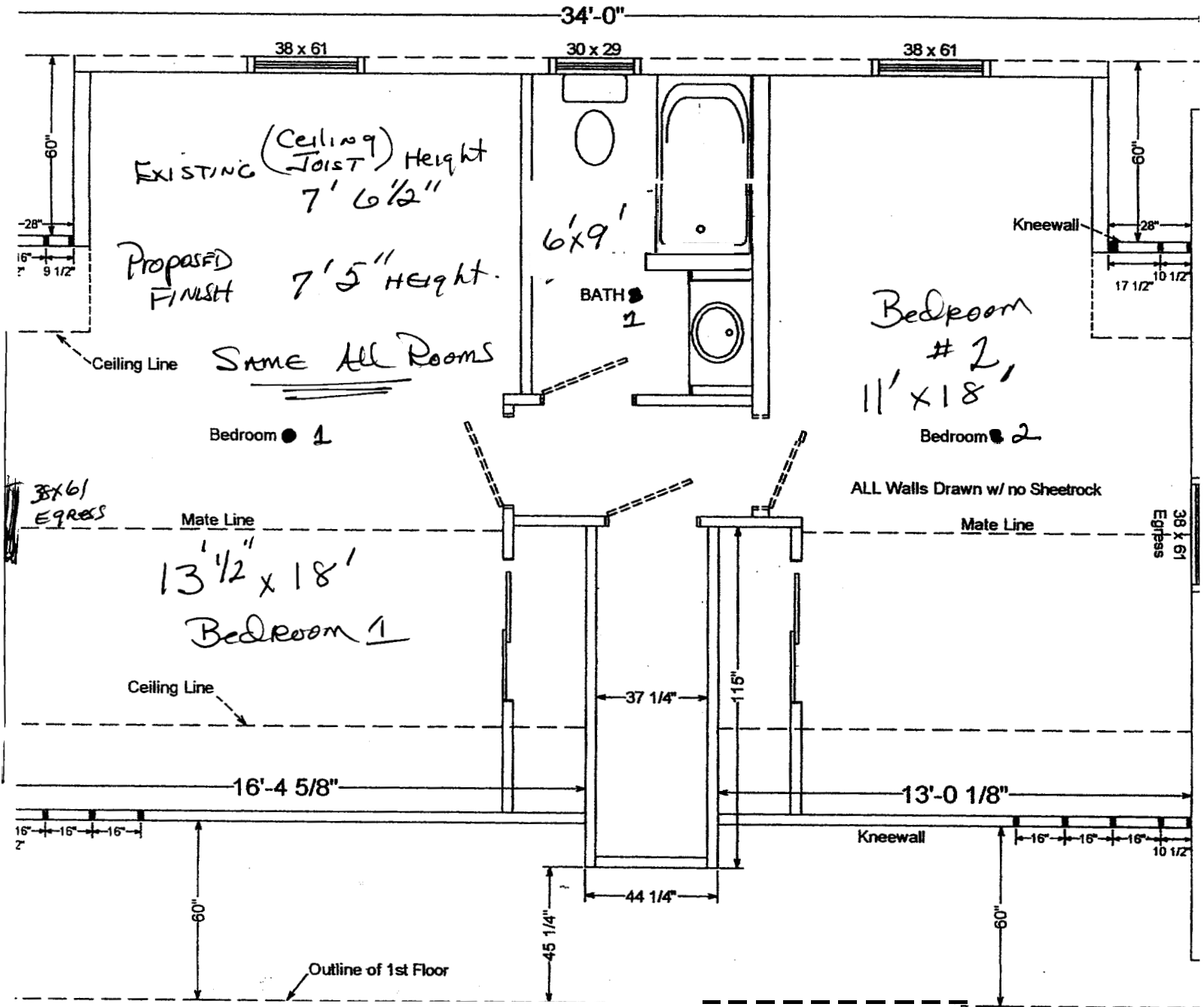
Cross Section w/ Framing Details

1. Existing 2nd Floor is UNFINISHED
2. Exterior walls of 2nd Floor are of 2x6"
3. Existing Framing of Ceilings are of 2x8" CONSTRUCTION.



FLOOR PLANS & ELEVATIONS EXISTING & PROPOSED

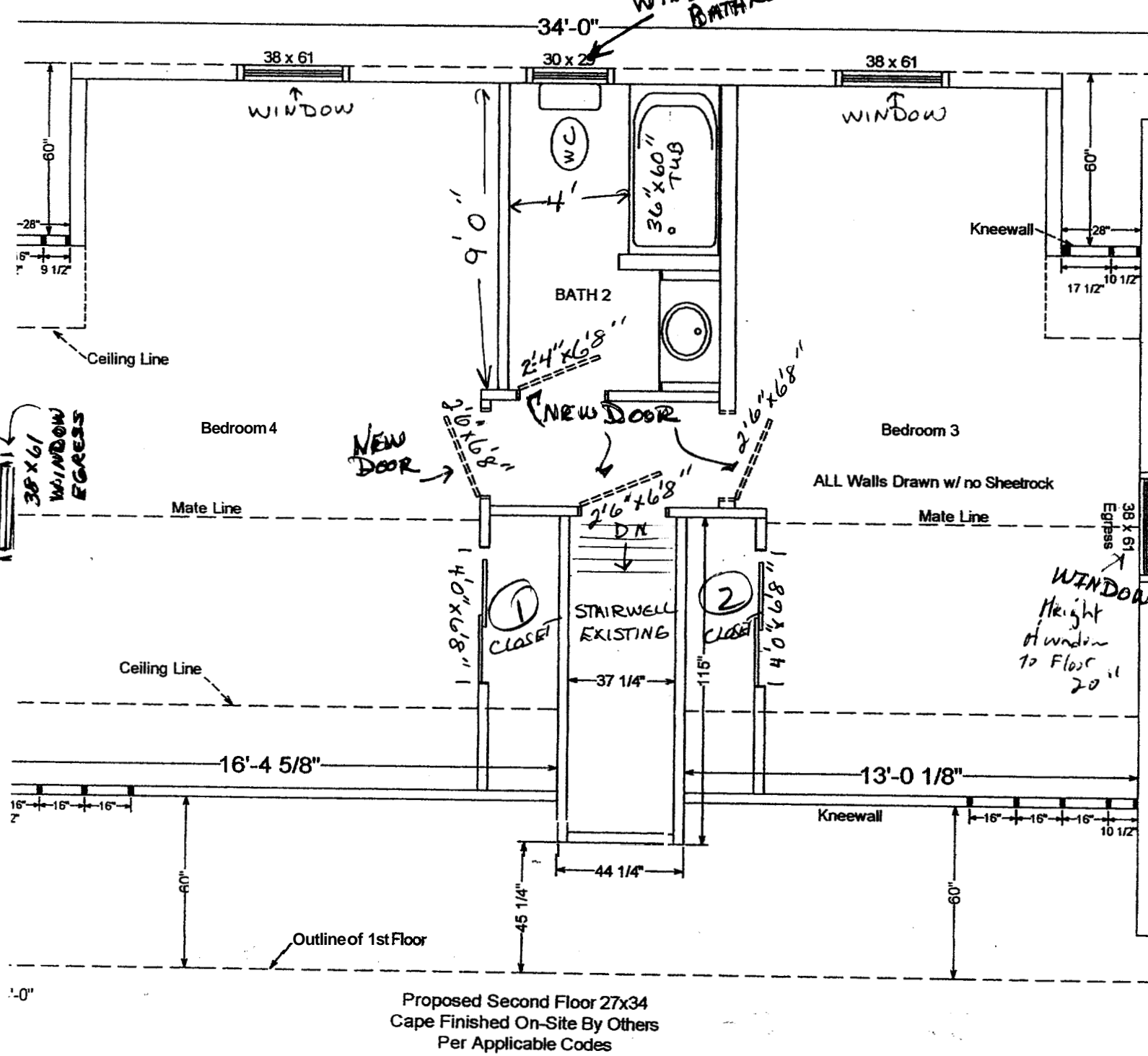
②



Proposed Second Floor 27x34
Cape Finished On-Site By Others
Per Applicable Codes

3

DETAIL OF New Walls & Partitions



Height finished ceiling
7'5"

④

WINDOW & Door schedules

1. EXISTING WINDOWS SIZES: 4 - 38" X 61"
IN BEDROOMS

A) WINDOWS MEASURE 20" OFF FLOOR.

2. EXISTING WINDOW IN BATHROOM: 30" X 29"

A) WINDOW MEASURES 43" OFF FLOOR.






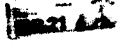



3. NO EXISTING DOORS

INSULATION R-FACTORS OF WALLS

CEILING, & FLOORS & U-FACTORS OF WINDOWS

1. WALLS: $R-19$ 6.25" BATT'S
2x6"
2. Ceilings: $R-40$ or greater Batt's & Rigid Batt's
2x8"
3. FLOORS: $R-25$
2x10"
4. U-Factors of Windows: .34

Owens Corning Fiber Glass Insulation

Owens Corning PINK Fiber Glass Insulation						
	R-Value	Thick	Width	Long	Sq. Ft./ Ba	Application
	R-11	3.5"	15"	93"	155.00	Interior walls Noise Control
	R-13	3.5"	15"	93"	125.00	Finished attic Basement walls Exterior Walls
	R-15	3.5"	15"	93"	67.8	Finished attic Exterior Walls
	R-19	6.25"	15"	93"	77.5	Crawlspace Finished Attic Basement walls Exterior Walls
	R-21	5.5"	15"	93"	67.8	Finished Attic Basement Walls Exterior Walls
	R-30	9.5"	16"	48"	53.3	Attic
	R-30c	8.25"	15.5"	48"	56.8	Cathedral Ceilings
	R-38	12"	16"	48"	42.7	Attic Easement Walls
	R-38c	10.5"	15.5"	48"	41.3	Cathedral Ceilings

Noise Reduction Techniques

When included as part of an overall noise reduction system, insulation plays a key role in minimizing sound transmission between interior rooms.

Detailed Description for finishing second floor modular cape at 110 Cobb
ave.

1. All existing walls are 2x6 construction. *U16*
 - a.) All wall insulation will be of R-19 Factor (6.25" batts).
2. Existing ceiling framing is 2x8 construction strapped with 1x3 strapping.
 - a.) All ceiling insulation will be of R-40 or greater (either blown insulation or doubled batts 12" thick or more)
3. The 4 new doors will be 6-panel hardboard.
 - a.) the symbol \equiv designates door placement on plans
4. The new wall partitions will be of 2x4 stud construction with 5/8th inch sheetrock taped and painted.
5. Plumbing and Electrical to be done by owner to the extent of his abilities **with** contractors **hired** if necessary.
6. Closets in bedroom 1 and 2 will have louvered doors.
7. The bedroom floors and upper stair landing will have carpeting and the bathroom will be inlaid or tile.
8. The lowest point of bedroom window opening is 20"

Ceiling Height is 7 ft 5 inches.

Electrical and Plumbing description

Electrical: The existing modular home construction has a breaker box in basement with conduit running to second floor with capacity planned for sufficient second floor supply.

Electrical supply to second floor will include:

4 G.F.I. outlets in each bedroom

2 G.F.I outlets appropriately placed in bathroom

Recessed lighting in bedrooms, bathroom, and stairwell and upper stair landing with appropriate switches at doorway entries. (Total of 10 cans, 4 switches)

Plumbing: The existing modular home has plumbing run to the floor of the second floor for the planned bathroom. Installation of a toilet, tub/shower and vanity sink are all that is required.

PURCHASE AND SALE AGREEMENT

4/24/06

Effective Date 4/27/06 10AM Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between H. Ted Raymond or ASSIGNS ("Buyer") and _____ ("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 110 COBB AVE and described in deed(s) recorded at said County's Registry of Deeds Book(s) 14670, Page(s) 313

per MLS # 758 aas description

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: NONE

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: NONE

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: KIT RANGE, REFRIGERATOR, ~~DX~~ (SAME ALL NEW WITH NEW APPLIANCE WARRANTIES)

Seller represents that such items shall be operational at the time of closing, except: NONE

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 209,000.00 Buyer has made; or will make within _____ business days of the date of this offer, a deposit of earnest money in the amount \$ 1,000.00. 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 \$ 4,000.00 will be paid AT ACCEPTANCE. 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: ARCHIE GOBBI REAL ESTATE 27 ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 27 2006 (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 June 20, 2006 June 7 (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 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.

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) NONE. 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 _____ days	h. Mold		X	Within _____ days
b. Chimney Level II		X	Within _____ days	i. Lead Paint		X	Within _____ 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 _____ days	n. Floodplain		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 _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ 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 _____ 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 _____ 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 _____ 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.

- 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:

ARCHIE GOBBI of ARCHIE GOBBI REAL ESTATE is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

H Ted Raymond of Re/Max Country Living 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~~ ^{sole remedy is} 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/had 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 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: Buyer agent herein waives any offer of sellers commission split. Buyer agent is a relative of the assignees. Assignees are Judith P. Raymond, Timothy W. Raymond and Johanna Cuesta (husband & wife). Judith P. Raymond is buying her share under an IRS 1031 property exchange. The seller agrees to cooperate in completing exchange documents at no expense to the seller. PRIOR TO TRANSFER, SELLER AGREES TO PROVIDE A CERTIFICATE OF OCCUPANCY OR LETTER FROM THE PORTLAND CODE OFFICER THAT THE SUBJECT COMPLIES FOR ONE. FAILING WHICH THE BUYER MAY WITHDRAW HEREFROM WITHOUT LOSS OF DEPOSIT OR PENALTY.

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 PO BOX 36, FRYEBURG, ME 04037

Hans + Raymond 4/7/16
BUYER DATE BUYER DATE
H. Ted Raymond or ASSIGNS

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 _____

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



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



389 Congress Street, 04 101 Tel: (207) 874-8703, Fax: (207) 874-8716		Permit No: 05-033I	Date Applied For: 03/29/2005	CBL: 210 B011001
Location of Construction: 110 COBB AVE	Owner Name: OLSSON HARRY R & DIANE T J	Owner Address: 23 13 BARNUMVILLE RD		Phone:
Business Name:	Contractor Name: Maietta Construction	Contractor Address: 154 Pleasant Hill Road Scarborough		Phone
Lessee/Buyer's Name	Phone:	Permit Type: Single Family		
Proposed use: Single Family Home/ Build a 27' x 34' - 2 story modular		Proposed Project Description: Build a 27' x 34' - 2 story modular		

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) A statement of third party inspection must be submitted to this office prior to issuance of the Certificate of Occupancy. A photo of the sticker stating third party inspection placed in the structure must be submitted to this office as well.
- 3) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 4) Separate permits are required for any electrical, plumbing, or heating.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 05/09/2005

Note: **Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)
- 3) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext. 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 4) Your new street address is now #114 COBB AVENUE, the number must be displayed on the street frontage of your house prior

Location of Construction: 110 COBB AVE	Owner Name: OLSSON HARRY R & DIANE T J	Owner Address: 23 13 BARNUMVILLE RD	Phone:
Business Name:	Contractor Name: Maietta Construction	Contractor Address: 154 Pleasant Hill Road Scarborough	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT.

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 05/09/2005
Note: **Ok to Issue:**

Comments:

4/7/2005-tmm: Need DRC approval - need to show foundation drainage and details on any stairs/porches - spoke w/owner - will send in.

5/10/2005-tmm: ok to issue.

5/10/2005-gg: received revised approved site plan. /gg