

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

Location of Construction: 44 Cobb Ave. Portland 04103		Owner: ** Michael Griffith		Phone: **772-3255		Permit No: 991069	
Owner Address: 44 Cobb Ave. Portland 04103		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name:		Address:		Phone:		Permit-Issued: PERMIT ISSUED SEP 28 1999	
Past Use: Single Family		Proposed Use: Single Family/Home Occup.		COST OF WORK: \$		PERMIT FEE: \$ 30.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: A3 Type: 5B BOCA 96	
				Signature:		Signature: <i>Huffer</i>	
Proposed Project Description: Single Family W/Home Occupancy Internet Development		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		Zoning Approval: <i>ok with conditions</i> Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: GD		Date Applied For: September 20, 1999		Signature:		Date:	

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

CERTIFICATION *Close* **PERMIT ISSUED WITH REQUIREMENTS**

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

SIGNATURE OF APPLICANT	ADDRESS:	DATE: September 20, 1999	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE <i>GD</i>	White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector	PHONE:	

Historic Preservation
 Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied

Date: *9/27/99*

CEO DISTRICT 3

COMMENTS

11-8-99 Inspected House Room in Basement OK. (TR)

Inspection Record

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 44 Cobb Avenue CBL: 210-B-024

Issued to Michael Griffith

Date of Issue November 9, 1999

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 991069, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Basement rear right room

APPROVED OCCUPANCY

Single family w/ home office

Limiting Conditions:

Permit required for any signage

This certificate supersedes
certificate issued before November 8, 1999

Approved:

11-10-99

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

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

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

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

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

Location/Address of Construction (include Portion of Building): <i>44 Cobb Ave PHD 04103</i>		
Total Square Footage of Proposed Structure <i>1018</i>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# <i>210</i> Block# <i>B</i> Lot# <i>024</i>	Owner: <i>Michael Griffin</i>	Telephone#: <i>207 772-3255</i>
Owner's Address: <i>44 Cobb Ave</i>	Lessee/Buyer's Name (If Applicable)	Cost Of Work: \$ Fee: \$ <i>30.00</i>
Proposed Project Description:(Please be as specific as possible) <i>home occupation - computer (Internet development)</i>		
Contractor's Name, Address & Telephone		Rec'd By: <i>[Signature]</i> NW
Current Use: <i>residence</i>	Proposed Use: <i>home occupation</i>	

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

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC(Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

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

** Please mail when ready*

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

4) Building Plans

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

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

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

Certification

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

Signature of applicant: <i>Michael Griffin</i>	Date: <i>9/20/99</i>
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Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum

Michael Griffin
44 Cobb Ave
Portland, ME
04103
207-772-3255

Ms. Marge Schmuckal
Zoning Administrator
Department of Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Ms. Schmuckal,

I am requesting a permit to allow me the use of my residence 44 Cobb Avenue for a home occupation. I intend to serve as an independent web development consultant, building customized websites for a number of different businesses, educational institutions, and industries. In effect, my work will be a combination of computer programming and professional consulting services- both acceptable home occupation items listed under item (2) of Sec. 14-410 of the Portland Code. The following is an explanation of how my home occupation meets the criteria listed under item (1) of the same:

- a. My home occupation will occupy approximately 120 square feet (11%) of floor area of the residence;
- b. No goods will be stored, displayed, or be visible from outside the residence;
- c. Storage of the material necessary to perform my occupation are minimal and included in the 120 square feet of floor space mentioned above;
- d. There will be no external signage relating to my home occupation;
- e. No exterior alterations to the residence are necessary;
- f. Since I will not be meeting clients at my residence, no additional parking is necessary;
- g. No objectionable effects will result from my home occupation;
- h. I will not require the services of any employees;
- i. Since I will not be meeting clients at my residence, no additional traffic will be generated by my home occupation;
- j. No vehicles even nearing the gross weight of 6,000 pounds are necessary for my home occupation.

As you can see, my home occupation is a secondary and incidental use of my residence. The external activity level and impact is negligible and in keeping with the residential character of the neighborhood.

Attached you will find a copy of a floor plan showing the dimensions and area of the home occupation space. I am the owner of the property so no permission for use is necessary. Thank you for your assistance in this matter.

Sincerely,

Michael Griffin

LAND USE - ZONING REPORT

ADDRESS: 44 Cobb Ave DATE: 9/27/99
REASON FOR PERMIT: Add a home occupation to single family home
BUILDING OWNER: Michael Griffin C-B-L: 210-B-24
PERMIT APPLICANT: owner

APPROVED: with conditions DENIED: _____
#1, #2, #8 CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the _____ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any signage. under home occupation
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc.
11. Other requirements of condition _____

Marge Schmuckal Marge Schmuckal, Zoning Administrator

BUILDING PERMIT REPORT

DATE: 21 Sept. 99 ADDRESS: 44 Cobb Ave. PTZD CBL: 210-B-024
 REASON FOR PERMIT: Home occupancy / Internet Development
 BUILDING OWNER: Michael Griffin
 PERMIT APPLICANT: _____ (Contractor SAO)
 USE GROUP R-3 CONSTRUCTION TYPE 5B

The City's Adopted Building Code (The BOCA National Building Code/1996 with City Amendments)
 The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

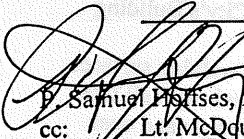
CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, #31

Approved with the following conditions: _____

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)

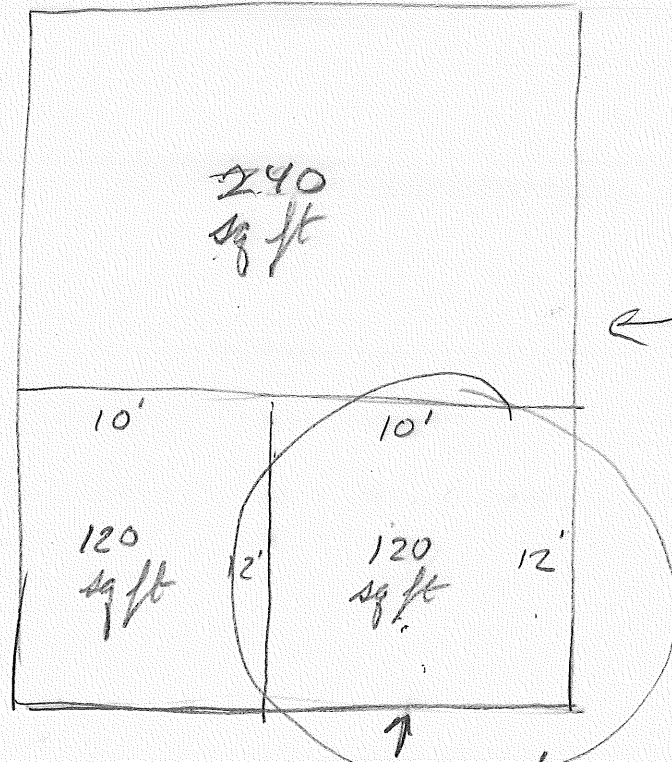
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)
18. The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)
19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 &19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
 In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. **No closing in of walls until all electrical (min.72 hours notice) and plumbing inspections have been done.**
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (the BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *See Attached*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code 1996).
35. _____
36. _____
37. _____
38. _____


 P. Samuel Pistises, Building Inspector
 cc: Lt. McDugall, PFD
 Marge Schmuckal, Zoning Administrator

PSH 7/24/99

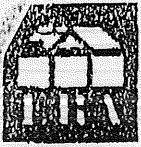
****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

Michael Griffin
44 Cobb Ave



← 480' sq ft
total

↑
room used
as office
in some
occupation



HOME SELLERS

Contract For Sale of Real Estate

Date July 9 19 99

RECEIVED OF Michael P. Mudge, whose mailing address is 2 Dolan St. Bethel, ME 04414 as carrier:
 hereinafter called the "Purchaser(s)", the sum of (\$ 13,000.00) Thirteen Thousand Dollars
 money and in part payment on account of the purchase price of the real estate at 44 Cobb Avenue, State of Maine, current:
 in the town/city of Portland, in the County of Cumberland,
 owned by David Properties, hereinafter called the "Seller(s)", described as follows:
entry state dwelling situated on a lot of land approximately 10,000 sq ft
 More fully described at said County's Register of Deeds in Book 11930 Page 110. The following items of personal
 property to be included in this sale: all existing storm and screen windows, shades and/or blinds, shutters, curtain rods, electrical fixtures and

The parties agree that no portion of the purchase price is attributable to the personal property the property described in the deed

The total purchase price being (\$ 114,900.00) One Hundred Fourteen Thousand Nine Hundred Dollars

With payment to be made as follows: \$ 3,000.00 paid as earnest money and the balance in cash or certified funds at transfer of title.

Said deposit is received, subject to the following conditions:

1. **EARNEST MONEY:** That David Properties shall hold said earnest money or deposit and act as escrow agent until transfer of title. This offer shall be valid until Friday (Day) 7-9-99 (Date) 9:00 (AM/PM) and, in the event of the Seller's non-acceptance, this deposit shall be promptly returned to the Purchaser. Any subsequent counter offer shall be valid for a period of 1 day(s).

2. **TITLE:** That a good and sufficient deed conveying marketable title shall be delivered to the Purchaser(s), and that this transaction shall be closed and the Purchaser(s) shall pay the purchase price as provided herein and execute all papers necessary for the completion of his/her purchase on or before August 9, 1999 (closing date), or before if agreed to in writing by both parties. However, should the title prove defective, then the Seller(s) shall have a reasonable time, not to exceed 30 days after due notice of such defect, unless otherwise agreed to by both parties, to remedy the title; after which time, if such defect is not corrected so that there is a marketable title, the Purchaser(s) may, at Purchaser(s) option, withdraw said deposit and be relieved from all obligations hereunder. The Seller(s) hereby agree(s) to make a good-faith effort to cure any title defect during such period.

3. **DEED:** That the property shall be conveyed by Warranty deed, and shall be free and clear of all encumbrances except easements of record, restrictive covenants of record, and usual public utilities servicing the property. Seller(s) represents that his/her use of the real estate complies with current zoning ordinances.

4. **POSSESSION/OCCUPANCY:** That full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by both Purchaser(s) and Seller(s). The above described property to be delivered in substantially the same condition as of the date of this Contract, reasonable wear and tear excepted. The premises will be delivered to the Purchaser(s) in "broom clean" condition. The Purchaser(s) shall have the right to inspect the premises for compliance within 24 hours prior to the delivery of the deed.

5. **PRORATION:** That the following items shall be prorated as of transfer of title: Real Estate Taxes as per the municipality in which the Real Estate is located. Metered utilities, such as water & sewer and electricity shall be paid by the Seller(s) through the date of closing.
 Fuel: yes ___ no X; Rents: yes ___ no X; Association Fees: yes ___ no X; Other: N/A yes ___ no X

6. **TRANSFER TAX:** That Purchaser(s) and Seller(s) will each pay his/her transfer tax as required by the State.

7. **RISK:** That the risk of loss or damage to said premises by fire or otherwise, until transfer of title hereunder, is assumed by the Seller(s). Seller(s) represent that all mechanical components of fixtures will be in operational condition at the time of delivery of deed, unless otherwise stipulated in this agreement.

8. **FINANCING:** That this contract is subject to Purchaser(s) ability to obtain a PMV mortgage loan commitment of 90 % of the purchase price, upon terms and conditions prevailing. The Seller(s) agree to pay no more than 0 points, which may be used as points, pre-pays, or closing costs.

a. The Purchaser(s) is/are and/or under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within seven (7) days of the Effective Date of this Contract. The Purchaser(s) acknowledge(s) that a breach of this good-faith obligation will be a breach of this Contract.

b. The Contract is subject to (1) a written statement from the lender within fifteen (15) days of the Effective Date, stating that the Purchaser(s) has/have made application and that based upon the information given and subject to verification, is/are qualified for the loan requested, and (2) final loan approval within 25 days of the effective date of the contract.

c. If either of these conditions is not met within said time periods, Seller(s) may declare this Contract null and void, and the earnest money shall be promptly returned to the Purchaser(s).

Buyer(s) Initial(s) MPG

Seller(s) Initial(s) WSD

TYPE OF INSPECTION	RESULTS REPORTED		TO SELLER(s)	TYPE OF INSPECTION	RESULTS REPORTED		TO SELLER(s)
	YES	NO			YES	NO	
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days	f. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days
b. Septic System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days	g. Pests/Insects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>7</u> days
c. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	h. Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>7</u> days
d. Radon Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>7</u> days	i. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>7</u> days
e. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>7</u> days	j. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>7</u> days

All inspections will be done by qualified licensed inspectors chosen and paid for by the Purchaser(s). If the result of any inspection unsatisfactory to the Purchaser(s), he/she may at his/her option, by notifying the Seller(s) in writing within the specified number of day declare the contract null and void and any earnest money deposit shall be returned to the Purchaser(s), unless Seller(s), at his/her expense agree(s) in writing to rectify any substantial problem(s) prior to closing or unless other arrangements are negotiated and agreed to in writing. The term substantial refers to any individual defect(s) which will reasonably cost an aggregate total of \$500 or more. In the event that the Purchaser(s) does/do not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser(s) with respect to that inspection. It is understood that in the absence of the inspection(s) listed above, the Purchaser(s) is/are relying completely upon his/her own opinion as to the condition of the property.

10. DEFAULT: That in the event of a default by Purchaser(s), Seller(s) may employ all legal and equitable remedies including, without limitation, termination of this Contract and forfeiture by Purchaser(s) of the earnest money. In the event of a default by Seller(s) Purchaser(s) may employ all legal and equitable remedies, including without limitation, termination of this Contract and return of the earnest money. That in the event of a default, the escrow agent will not release the earnest money without a written authorization signed by both parties, or other evidence satisfactory to escrow agent, that the defaulted party has forfeited its rights to the earnest money deposit. In the event that the broker is made a party to any law suit by virtue of acting as escrow agent, broker shall be entitled to recover reasonable attorney fees and costs, which fees and costs may be deducted from escrow funds. Such fees and costs shall be assessed as court costs in favor of the prevailing party.

11. AGENCY DISCLOSURE: That the Buyer(s) and Seller(s) acknowledge(s) receipt of written agency disclosures and confirm(s) the following agency relationships for this transaction:

Douglas Properties and Dena Dowd represent Seller exclusively
 Listing Agency Listing Associate

ERA Home Sellers and Cam Swidrowski represent Buyer exclusively
 Selling Agency Selling Associate

Agent N/A, is a disclosed dual agent as previously authorized in writing by all parties. When the transaction involves disclosed dual agency, all parties acknowledge the limited fiduciary duties of the agents and hereby consent to the agreement.

12. HEIRS: That this contract shall extend to and be obligatory upon the heir(s), executor(s), personal representative(s), successor(s), or assign(s) of ~~responsible parties~~ sellers only.

13. WATER: That if the water supply to the premises is private, Seller(s), at Seller(s) expense, will supply a new satisfactory water supply test conforming to the minimum requirements of the State Bureau of Health within N/A days of the Effective Date of this contract.

14. MEDIATION: That any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction. Both parties acknowledge receiving a written explanation of mediation.

15. WRITTEN AGREEMENT: That this Contract completely expresses the obligations of the parties, and this Contract is entered into by each party after opportunity for reasonable investigation, neither party relying on any statement(s) or representation(s) not contained in the Contract made by the other or on his behalf. This Contract will be construed according to the laws of the State of Maine.

16. ERA HOME WARRANTY: That the above described property is to be covered by a one year ERA service contract at a cost of \$ N/A to be paid for by TBD by Buyers (WJO) MPG. Purchaser(s) acknowledge(s) receipt of Home Warranty coverage agreement N/A.

17. PROFESSIONAL ADVICE: That Buyer(s) and Seller(s) acknowledge(s) Agent's advice to seek legal, tax, and other professional advice relating to this transaction.

18. AUTHORIZATION: That the parties authorize the Agent(s) to disclose the terms of this Contract to any attorney, lender, appraiser, title company, insurance agent, relocation consultant, inspector and/or others necessary for the purpose of closing this transaction. Parties authorize agent(s) to receive copies of entire closing statement.

19. ADDENDA for continuation of Contract yes no. If yes, number of pages:

20. WITHHOLDING: That Seller(s) is/are aware that Maine Law requires Purchasers to withhold 2.5% of the sale price unless Seller(s) certifies residency in Maine at the time of closing or is otherwise exempt from this provision.

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

22. This contract is contingent upon the following:
- A. All drawers and cabinets to have proper hardware and shelving, including pulls, handles and runners.
 - B. Kitchen counter trim to be joined correctly
 - C. All closet and interior doors to have doors attached
 - D. City water to be turned on and washer/dryer plumbing to be installed and ready for appliance connections, dryer vent to be installed
 - E. Dishwasher to be plumbed and ready for appliance
 - F. All electric work to be finished to code.
23. All of above to be completed prior to closing.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES, AND BY SIGNATURE, RECEIPT OF A COPY HEREBY ACKNOWLEDGED. WHEN FULLY EXECUTED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

I/We hereby agree to purchase the above described property at the price and upon the terms and conditions set forth above. This agreement may be signed on any number of identical counterparts, such as faxed copy, with the same binding effect as if the signatures were on one instrument.

7/9/99
Date

Michael P. Simpson
Purchaser 003-76-2316
soc. sec. #

Date

Purchaser soc. sec. #

The Seller(s) hereby accepts the offer and agree(s) to deliver the premises at the price and upon the terms and conditions above stated. If Seller(s) further agree(s) to pay the Broker for services as stated in the listing agreement. In the event said earnest money or deposit forfeited by Purchaser(s), one-half thereof shall be paid to Broker and the remainder to Seller(s) provided, however, that the Broker's portion shall not exceed the full amount of the commission specified.

7/10/99
Date

Don P. Poppendick, LLC
Seller soc. sec. #

Date

Seller soc. sec. #

Note: Throughout this Contract, the term days means calendar days
Effective Date (Final Acceptance Date)