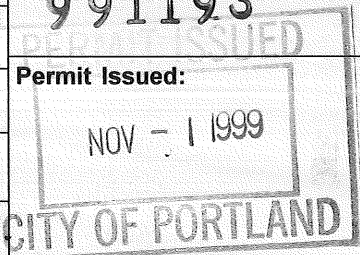


City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 2015 Congress Street		Owner: Barbara Harrington		Phone: None given		Permit No: 991193	
Owner Address: SAA		Lessee/Buyer's Name: Lucas Ins. Agency		Phone: 774-2526		Business Name: Lucas Ins. Agency	
Contractor Name: Carrott Signs		Address: 239 Meadow Cross Rd. Topsham, ME		Phone: 725-0769		Permit Issued: NOV - 1 1999	
Past Use: Professional Office Insurance Agency		Proposed Use: SAA		COST OF WORK: \$ 0		PERMIT FEE: \$ 34.55	
Proposed Project Description: Install free standing Sign. Total S.F. 22 3/4.				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: 519099 Use Group: Type:	
				Signature:		Signature: <i>[Signature]</i>	
Permit Taken By: UB				Date Applied For: 10-15-99			
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action:				Approved <input type="checkbox"/>		Special Zone or Reviews:	
				Approved with Conditions: <input type="checkbox"/>		<input type="checkbox"/> Shoreland	
				Denied <input type="checkbox"/>		<input type="checkbox"/> Wetland	
Signature:				Date:		<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"/>	



- 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..

***Call Pick Up Mark Harrington
774-2526

**PERMIT ISSUED
WITH REQUIREMENTS**

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 provisions of the code(s) applicable to such permit

10-18-99

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

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

**PERMIT ISSUED
WITH REQUIREMENTS**
 GEO DISTRICT 3

COMMENTS

1-5-01- Sign installed - appears to be done
per plans. ✓

CBL: 216-A-13

Permit # 991193

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

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

**Sign 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): <p align="center" style="font-size: 1.2em;">2015 Congress Street</p>		
Total Square Footage of Proposed Structure	22.314 #	Square Footage of Lot
Tax Assessor's Chart, Block & Lot Number Chart# 216 Block# A Lot# 013	Owner: <u>Barbara Harrington</u> Lucas Ins. Agency	Telephone#: (207) 774-2526
Owner's Address: 1	Lessee/Buyer's Name (If Applicable) Lucas Ins. Agency	Total Sq. Ft. of Sign Fee 22.314 \$31.55
Proposed Project Description: (Please be as specific as possible) Install Free Standing Sign on front of lot. Sign consists of (2) signs set @ 45° angle. Signs to be lighted with accent lights.		
Contractor's Name, Address & Telephone Cawett Signs 239 Meadow Cross Rd Topsham, ME (207) 725-0769 Rec'd By MB		
Current Use: Professional office Insurance Agency	Proposed Use: SAME	DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME <div style="border: 2px solid black; padding: 5px; display: inline-block;"> OCT 15 1999 R E C E I V E D </div>
Signature of applicant: <u>Mark C. Harrington</u>		
		Date: 10/15/99

Signage Permit Fee: \$30.00 plus 20 per square foot of signage

But not greater than 4 ft.

PIU
* call: Mark Harrington
774 2526

BUILDING PERMIT REPORT

DATE: 1800T.94 ADDRESS: 2015 Congress St. CBL: 216-A-013

REASON FOR PERMIT: Free Standing Sign

BUILDING OWNER: Barbara Harrington

PERMIT APPLICANT: Contractor Carrott Sign

USE GROUP Signage CONSTRUCTION TYPE _____

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 *34 #35

Approved with the following conditions:

- X1. 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 1010.4)

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.
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. The furthest distance from each face of this proposed sign shall be no more than 42" instead of the 48" shown
37. _____
38. _____

P. Samuel Hoffses, Building Inspector
 cc: Ly. McDougall, 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.**

SIGNAGE PRE-APPLICATION

PLEASE ANSWER ALL QUESTIONS

ADDRESS: 2015 Congress Street ZONE: R/P

OWNER: Barbara Harrington

APPLICANT: G.C. Harrington Assoc. Ins. / Lucas Ins. Agency

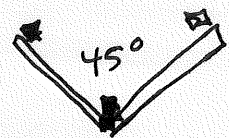
ASSESSOR NO. _____

SINGLE TENANT LOT? YES NO

MULTI TENANT LOT? YES NO

FREESTANDING SIGN? YES NO

DIMENSIONS (2) 39" x 84"



(ex. pole sign...)

MORE THAN ONE SIGN? YES NO DIMENSIONS _____

BLDG. WALL SIGN? YES NO DIMENSIONS _____

(attached to bldg)

MORE THAN ONE SIGN? YES NO DIMENSIONS _____

22.75 ft

LIST ALL EXISTING SIGNAGE AND THEIR DIMENSIONS: ~~See attached drawing of dimensions~~
None

LOT FRONTAGE (FEET): 90'

BLDG FRONTAGE (FEET): 24'

AWNING YES NO IS AWNING BACKLIT? YES NO

HEIGHT OF AWNING: _____

IS THERE ANY COMMUNICATION, MESSAGE, TRADEMARK OR SYMBOL ON IT? OK

$39 \times 84 = 3276$
 $\div 144 = 22.75 =$
 $4.55 =$
 34.55

*** TENANT BLDG. FRONTAGE (IN FEET) _____

*** **REQUIRED INFORMATION**

AREA FOR COMPUTATION

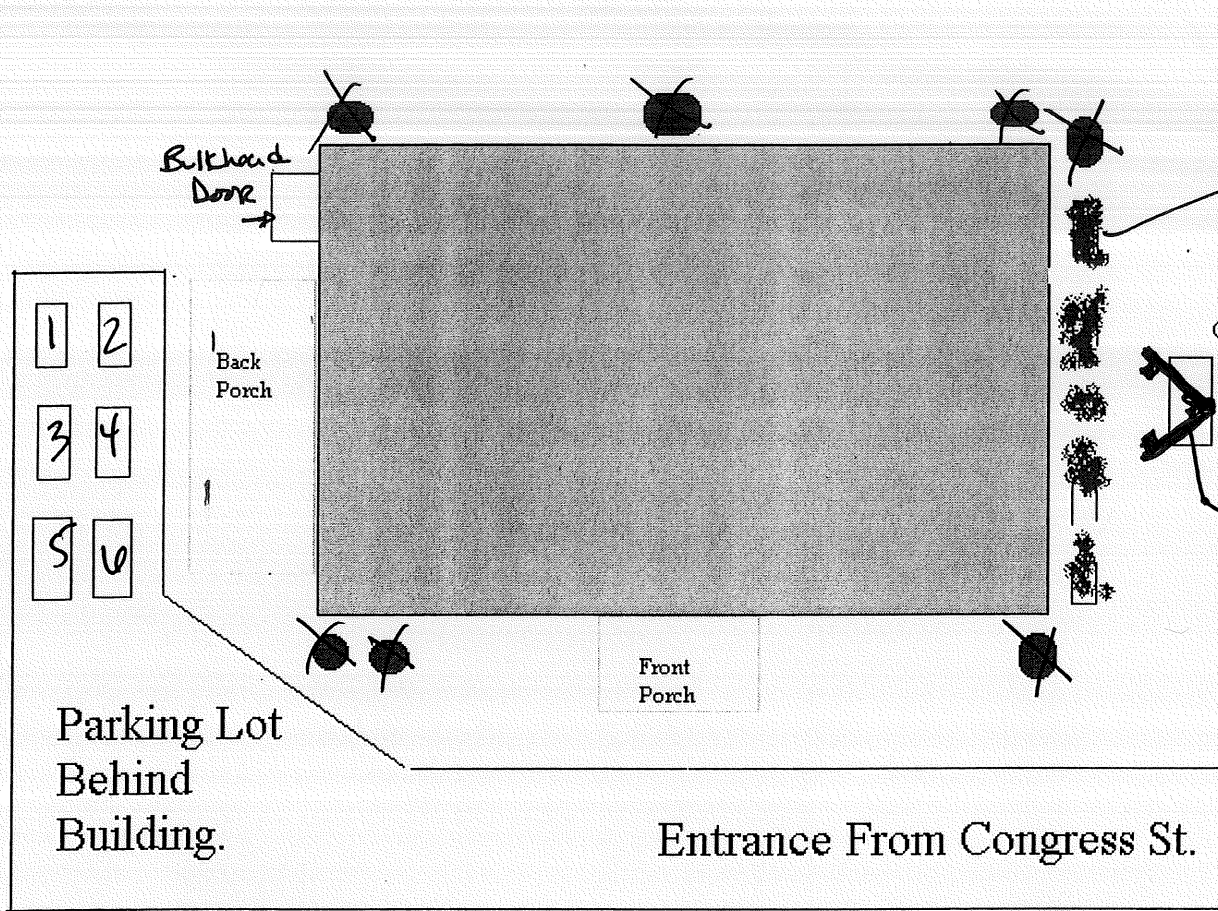
30 ft MAX allowed
8' height MAX - 8' show
5' setback - 7' show

See attached drawing including dimensions

A SITE SKETCH AND BUILDING SKETCH SHOWING EXACTLY WHERE EXISTING AND NEW SIGNAGE IS LOCATED MUST BE PROVIDED. SKETCHES AND/OR PICTURES OF PROPOSED ARE ALSO REQUIRED.

SIGNATURE OF APPLICANT: Wendy [unclear]

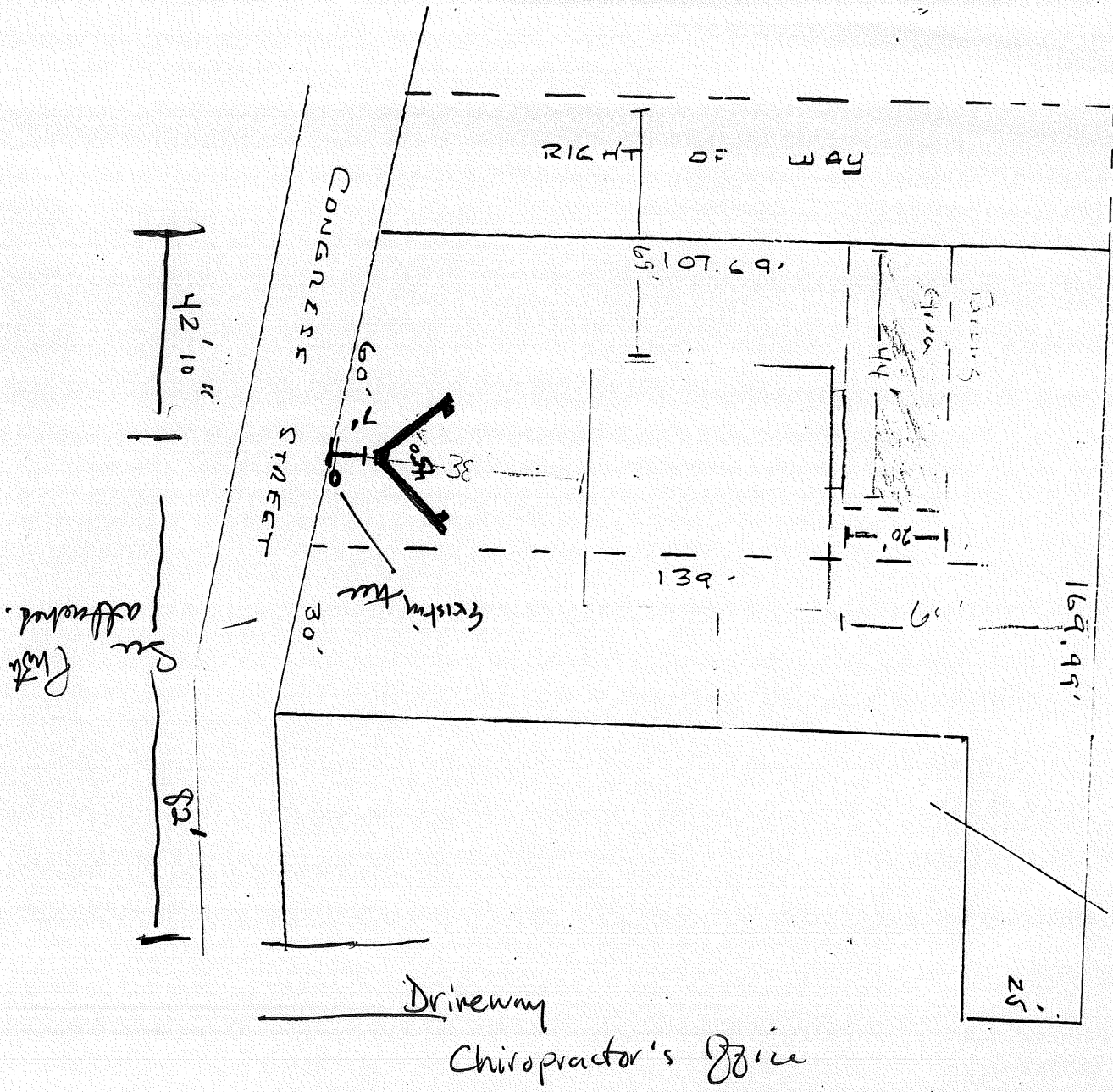
DATE: 10/15/99



Trees & Shrubs Resting on Building will be removed & Replaced with Less Obstructing Trees and Shrubs. See round items at each corner of building. Porch needs to have banister added. Building will be repainted & Vinyl Sided.
 Sign to be installed in front of building.

Trim back Hedges
 tree * Sign set back from front line 7' - 5 min
 Sign (between windows front of Bldg.)

X = Removal of trees which are resting on Building. We will replace with less obstructing shrubs & bushes in the place of removed trees.



BACKBOARD $3\frac{1}{4}$ " MDO - MARROON WITH FLAT BLACK BORDER

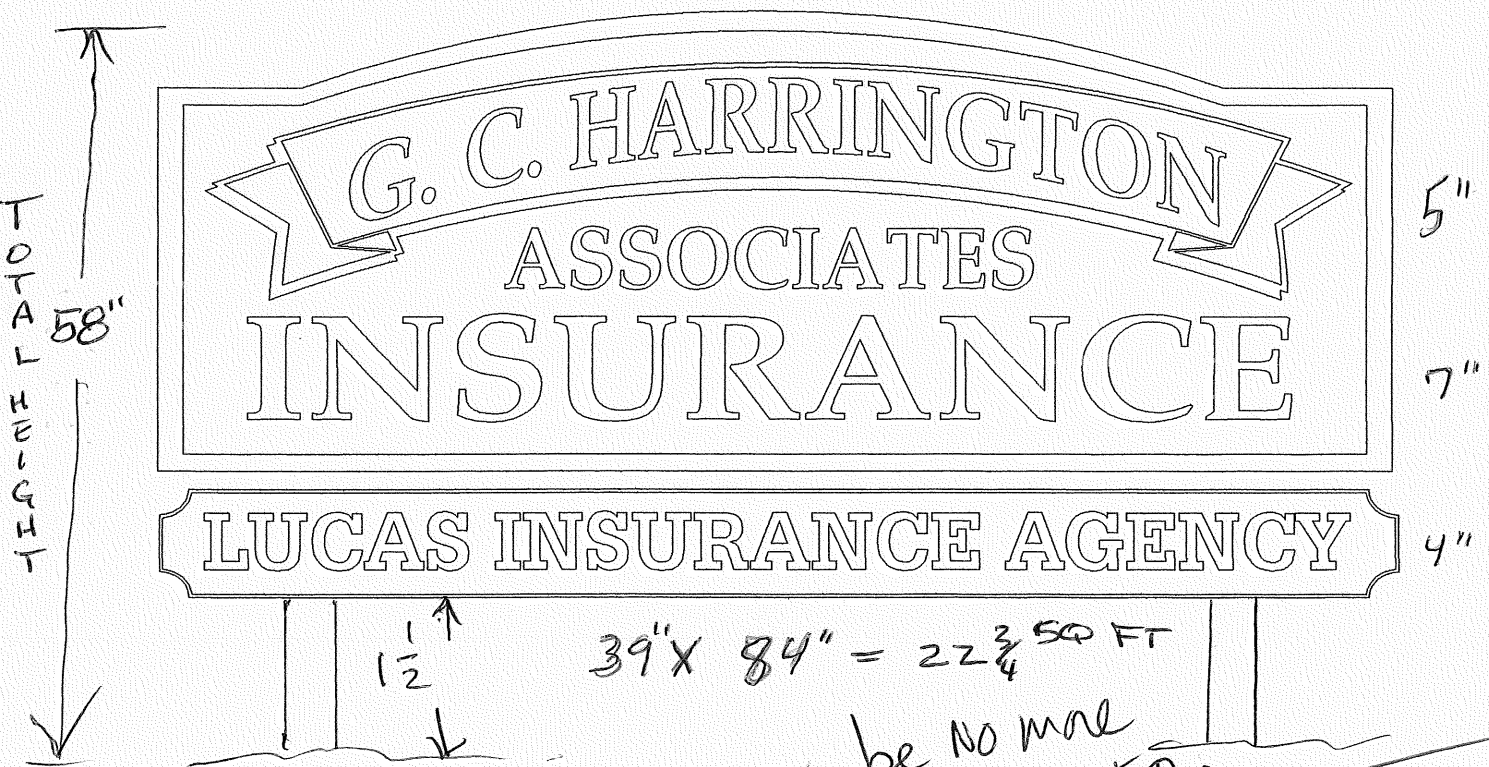
CARVED + GUILDED RIBBON - FLAT BLACK

MOUNTING 4x4 P.T. POSTS

ASSOCIATES - SIGN GOLD SATIN SURFACE

INSURANCE - WHITE PREMIUM VYNAL

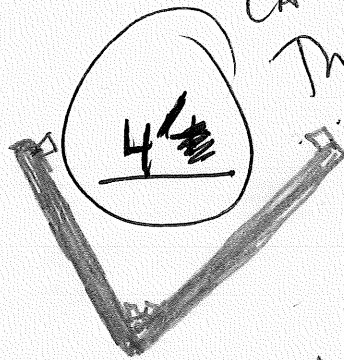
LUCAS PANEL - FLAT BLACK - WHITE LETTERING



$39" \times 84" = 22\frac{3}{4}$ SQ FT

can be no more than 42" AT the furthest distance

Lighting from 2 flood lights @ ground level. Sign itself is not lighted



Installation - Signs Set AT 45° Angles

2 ~~signs~~
Identical Signs
at an angle

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Barbara Harrington or his assigns, whose mailing address is 794 Main Road, Phippsburg, ME 04562, (hereinafter called "Purchaser"), this 8th day of September 1999, the sum of Three Thousand Dollars (\$3,000) as earnest money deposit toward purchase of real estate owned by Elnora L. Wyman, (hereinafter called "Seller"), located at 2015 Congress Street in the city/town of Portland, County of Cumberland, State of Maine, described as follows: a one and one-half (1 1/2) story commercial structure that is approximately 1,400 SF in size which sits on a 0.37 acre parcel of land and being more fully described at said City's Tzx Map 216, Block A, Lot 13, (hereinafter referred to as the "Property"), upon the terms and conditions indicated below.

1. PURCHASE PRICE: The total Purchase Price is One Hundred Twenty-Five Thousand Dollars (\$125,000), with payment to be made as follows:

The earnest money deposit shall be applied to the purchase price with the balance due at closing in cash or certified funds.

2. EARNEST MONEY / ACCEPTANCE: The Dunham Group ("Escrow Agent") shall hold the earnest money and act as escrow agent until closing. The earnest money deposit will be held in a ___ non-interest bearing account / X interest bearing account. If the deposit is held in an interest-bearing account, said interest will accrue to the Purchaser, except in the event of a default by Purchaser. This offer shall be valid until September 14, 1999 at 5:00 PM. In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

3. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with standards of title adopted by the Maine Bar Association shall be delivered to purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before November 14, 1999. If Seller is unable to convey title to the premises 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 receives written notice of the 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 marketable title, Purchaser may within 14 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

4. DEED: That 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 and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.

5. POSSESSION / OCCUPANCY: Possession / occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.

6. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear.

7. PRORATIONS: The following items shall be prorated as of the date of closing:

- a. Real Estate Taxes based on the municipality's current tax year. Seller is responsible for any unpaid taxes for prior years.

FEW

- b. Metered utilities such as water, sewer and electricity shall be paid by the Seller through the date of closing.
- c. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.

8. **INSPECTIONS:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Selling Agent and Listing Agent make no warranties regarding the condition, permitted use or value of Seller's real or personal property. This contract is subject to the following inspections, with the results being satisfactory to Purchaser:

<u>TYPE OF INSPECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESULTS REPORTED</u>
a. General Building	<u>X</u>	<u> </u>	within <u>21</u> days
b. Sewage Disposal	<u>X</u>	<u> </u>	within <u>21</u> days
c. Water Quality	<u>X</u>	<u> </u>	within <u>21</u> days
d. Radon Air Quality	<u>X</u>	<u> </u>	within <u>21</u> days
e. Radon Water Quality	<u>X</u>	<u> </u>	within <u>21</u> days
f. Asbestos	<u>X</u>	<u> </u>	within <u>21</u> days
g. Lead Paint	<u>X</u>	<u> </u>	within <u>21</u> days
h. ADA	<u>X</u>	<u> </u>	within <u>21</u> days
i. Wetlands	<u>X</u>	<u> </u>	within <u>21</u> days
j. Environmental Scan	<u>X</u>	<u> </u>	within <u>21</u> days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

9. **FINANCING.** Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within forty (40) days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than eighty percent (80%) of the purchase price at an initial interest rate not to exceed nine and one-tenth percent (9.1%) per annum and amortized over a period of not less than twenty (20) years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within forty (40) days from the effective date of this contract, then Seller shall return the earnest money to Purchaser and this contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser does not notify Seller that he has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be and is deemed to have satisfied and/or waived this financing contingency.

10. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that Thomas W. Moulton, CCIM ("Selling Agent") is acting as a Seller's agent in this transaction and is representing the Seller and that Thomas W. Moulton, CCIM ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (both Selling Agent and Listing Agent are hereinafter called "Brokers").

11. **DEFAULT:** If Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest

[Handwritten signature]

T.E.W.

money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the Escrow Agent shall not return the earnest money to Purchaser or Seller without written releases from both parties. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said dispute.

12. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to a 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.

13. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

14. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

15. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.

16. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.

17. **ADDENDA:** This contract has addenda containing additional terms and conditions:
Yes ___ No X.

18. **FACSIMILE COPIES:** All parties to this contract agree to accept facsimile copies of this document and any signatures thereto as originals.

19. Purchaser will deposit escrow money/earnest money deposit with The Dunham Group within forty-eight (48) hours after the effective date of this contract. The earnest money is reference prior to paragraph one (1) in this document.

20. Seller agrees to fill the oil tank at the property prior to closing. Seller agrees to have the septic tank on the site emptied by a qualified and professional disposal company. These two items will be the sole responsibility of the Seller.

BAH

FEW

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

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2-1/2% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Barbara G. Harrington
Barbara Harrington, Purchaser
Barbara G. Harrington
Signature

217-50-3756
Social Security # or Tax I.D. #

Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \$_____, or _____ percent (___%) of the Purchase Price. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Brokers and (2) Seller; provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this 14 day of September, 1999

Donald E. Wyman
Elnora L. Wyman, Seller *FEW*

Signature

005-24-0209
Social Security # or Tax I.D. #

Name/Title, there unto duly authorized

The Dunham Group
Escrow Agent
Thomas W. Moulton
Signature

Thomas W. Moulton, CCIM - Broker
Name/Title

The Listing Agent is Thomas W. Moulton, CCIM of The Dunham Group (Agency)

The Selling Agent is Thomas W. Moulton, CCIM of The Dunham Group (Agency)

EFFECTIVE DATE OF CONTRACT: 14 September, 1999.

Barbara A. Harrington

794 Main Road
Phippsburg, Maine 04562
(207) 389-2236

October 15, 1999

City of Portland
389 Congress Street
Portland, Maine 04101

RE: 2015 Congress Street, Portland, Maine 04102
G.C. Harrington Associates & Lucas Insurance Agency - Permit for Signage

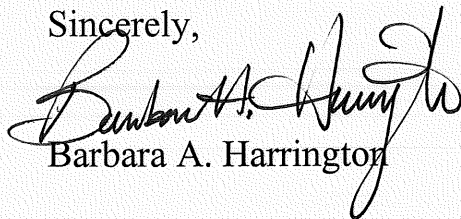
To Whom It May Concern:

I extend my permission for G.C. Harrington Associates and Lucas Insurance Agency to Place a Free-standing sign on the front lawn of the property at 2015 Congress Street.

All signage must be in accordance with State and City Ordinances and requirements.

If you have any questions, or concerns, please feel free to contact me at (207) 389-2236.

Sincerely,


Barbara A. Harrington

PRODUCER
G. C. Harrington Associates
 PO Box 769
 709 High Street
 Bath ME 04530
 Phone: 207-442-7399 Fax: 207-442-7398

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
G.C.Harrington Associates, Inc
 & Lucas Insurance Agency
 709 High Street
 PO Box 769
 Bath ME 04530

INSURER A: **Hanover Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	ODP 4405165-07	08/01/99	08/01/00	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> BOP				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER BOP	ODP 4405165-07	08/01/99	08/01/00	PROPERTY	20000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Insurance Agency @ 2015 Congress Street, Portland, Maine 04102 Adding City as additional insured for Sign Permit.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
City of Portland 389 Congress Street Portland ME 04101		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE Mark E. Harrington, CIC <i>Mark E. Harrington</i>