

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

Location of Construction: 393 Ludlow St		Owner: Roger Saith		Phone: 761-4063		Permit No: <b>981097</b>	
Owner Address: SAA		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: RPM Construction		Address: 27 Robert Mills Rd So. Fld, ME 04106		Phone: 767-4137		<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>PERMIT ISSUED</b>                  Permit Issued:                  SEP 29 1998  <b>CITY OF PORTLAND</b> </div>	
Past Use: 1-fam		Proposed Use: Same		COST OF WORK: \$ 10,750.00 PERMIT FEE: \$ 75.00			
Proposed Project Description: Construct Garage (20 x 26) on floating slab		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature:		INSPECTION: Use Group: <i>U</i> Type: <i>513</i> <i>BOCA 96</i> Signature: <i>[Signature]</i>		Zone: <i>[Blank]</i> CBL: 283-D-002 Zoning Approval: <i>[Blank]</i>	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		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: <i>UB</i>		Date Applied For: <i>21 September 1998</i>					

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..

**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

*22 September 1998*

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

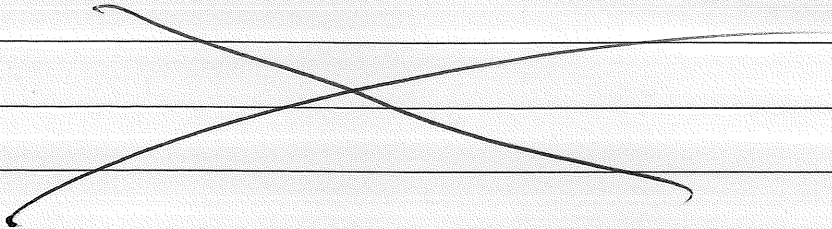
Date: *[Signature]*

**CEO DISTRICT** 3

COMMENTS

10-2-98 Checked out slab to be poured today. Cement is going to be put in side yard ok.

11-20-98 Garage built checked framing walls headers trusses, OK final dry run



Inspection Record

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

# BUILDING PERMIT REPORT

DATE: 24 Sept. 98 ADDRESS: 393 Ludlow St. 283-D-p02  
REASON FOR PERMIT: To Construct 20'x26' garage on slab  
BUILDING OWNER: Roger Smith  
CONTRACTOR: RPM Construction  
PERMIT APPLICANT: ↑  
USE GROUP U BOCA 1996 CONSTRUCTION TYPE 5B

## CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: \*1, \*2, \*2.6, \*24 \*26, \*29

- \*1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- \*2. Before concrete for foundation is placed, approval from the ~~Development Review Coordinator~~ and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5 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
- \*2.6 Foundations anchors shall be a minimum of ~~1/2"~~ 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)
3. Precaution must be taken to protect concrete from freezing. Section 1908.0
4. 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.
5. 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)
6. 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
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. 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 34" 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)
9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
10. 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)
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4
12. 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 )

13. 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

14. 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

15. 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

16. 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 19, 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

17. 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

18. The Fire Alarm System shall be maintained to NFPA #72 Standard.

19. The Sprinkler System shall maintained to NFPA #13 Standard.

20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023, & 1024. Of the City's building code. (The BOCA National Building Code/1996)

21. 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".

22. 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 to the Division of Inspection Services.

23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)

\* 24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.

25. All requirements must be met before a final Certificate of Occupancy is issued.

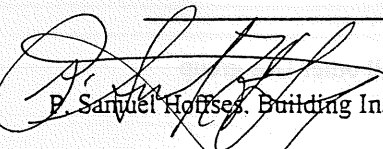
\* 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).

27. 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 )

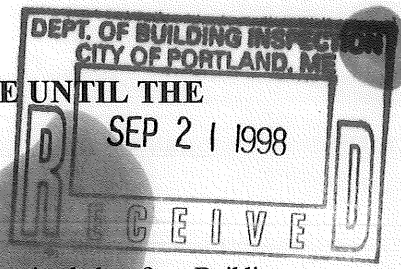
28. Please read and implement the attached Land Use-Zoning report requirements.

\* 29. This permit is being issued with the understanding that the garage is NOT connected to the main house -

- 30. \_\_\_\_\_
- 31. \_\_\_\_\_
- 32. \_\_\_\_\_

  
P. Samuel Hoffses, Building Inspector

cc: Lt. McDougall, PFD  
Marge Schmuckal, Zoning Administrator



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

Building or Use Permit Pre-Application Additions/Alterations/Accessory Structures To Detached Single Family Dwelling

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

NOTE\*\*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: 393 Ludlow

Tax Assessor's Chart, Block & Lot Number: Chart# 283 Block# D Lot# 002 Owner: Roger Smith Telephone#: 761-4063

Owner's Address: 393 Ludlow Port Me. Lessee/Buyer's Name (If Applicable): Cost Of Work: \$10,750 Fee: \$75.00

Proposed Project Description:(Please be as specific as possible) 20x26 Garage on floating Slab

Contractor's Name, Address & Telephone: RPM Const. 27 Robert Mills Rd SP. Me. Rec'd By: WB

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 (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

4) Building Plans (Sample Attached)

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: Raymond Mellen Date: 9/6/98

Building Permit Fee: \$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.

O:\INSP\CORRESP\MNUGENT\APADSFD.WPD

SEND TO: Raymond Mellen 27 Robert Mills Rd 767-4137 So P+LD ME 04106

2x6 Pt sill

2x4 Const.

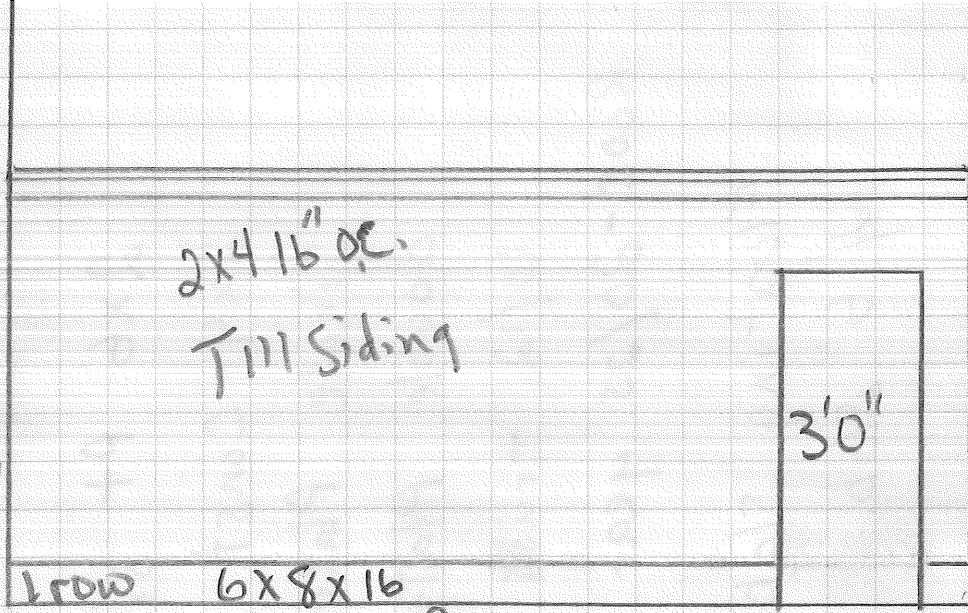
Single Plate on bottom  
double Plate on Top Walls

6/12 truss 2' o.c. w/ 5/8 Ply + Clips

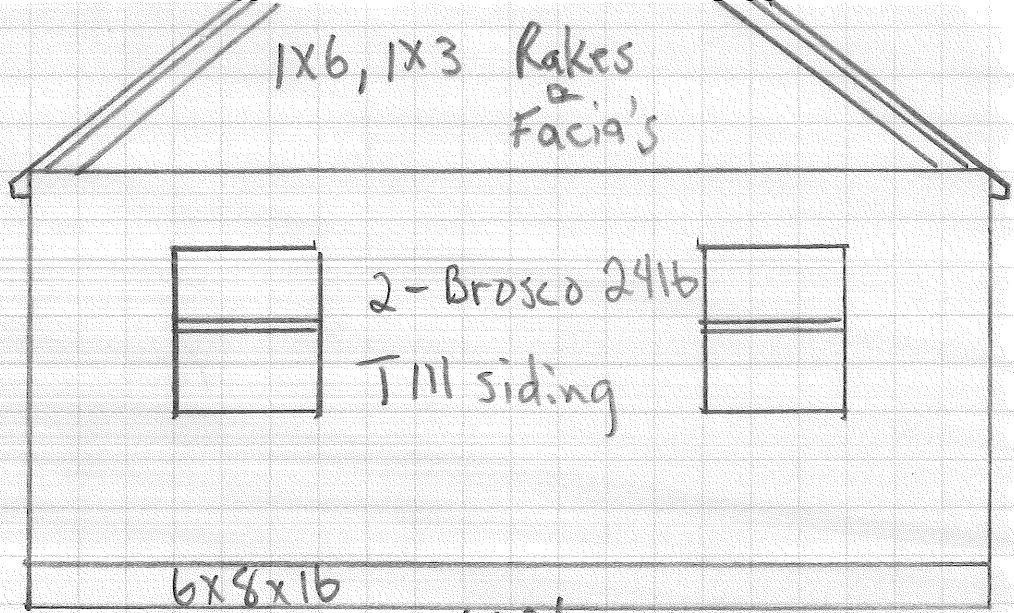
Roof - 20/25 year shingles, 15# felt, 8" Alum. drip

Floating slab w/ 1'x1' honch outside edge  
w/ 6" Slab.

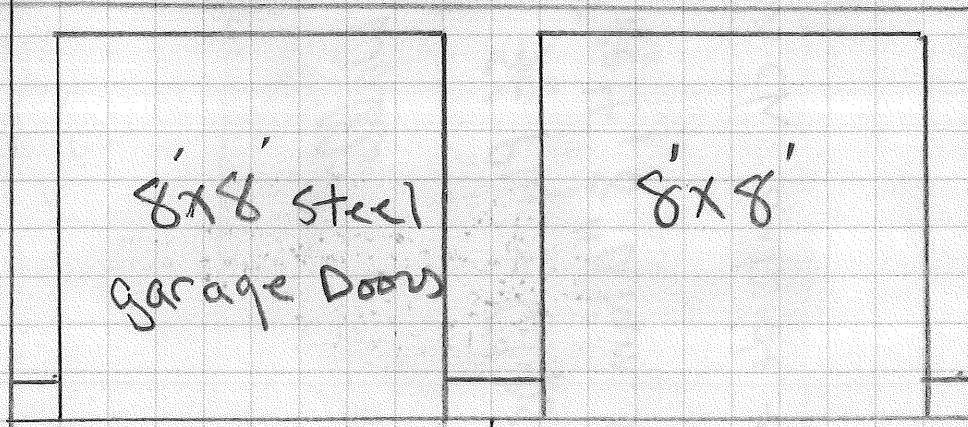
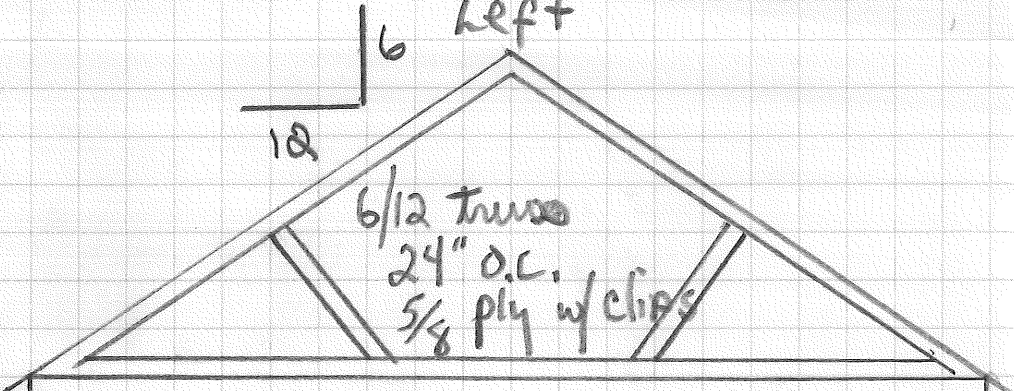
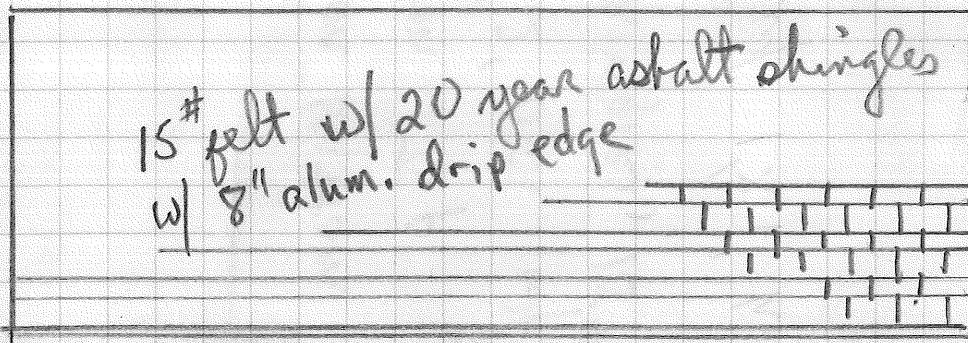
20x26 2 car garage



Rear



Left

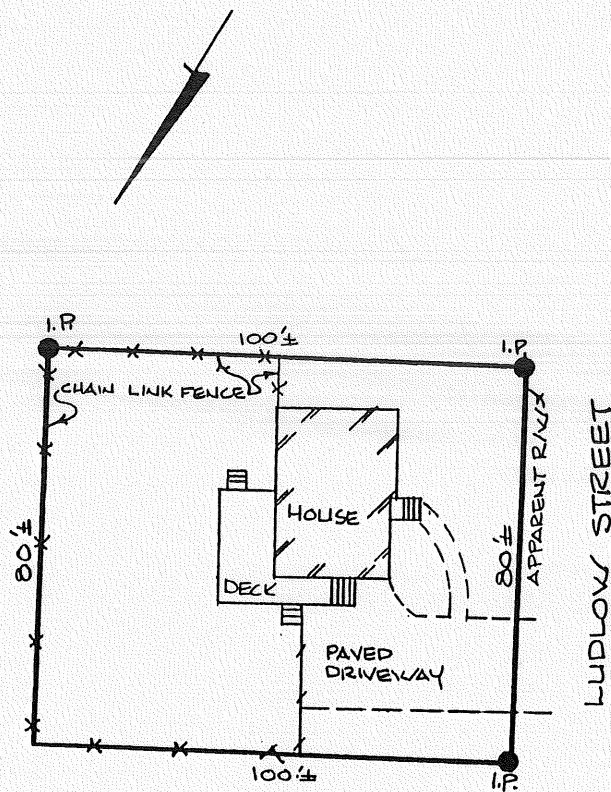


20' Front



Right





## MORTGAGE LOAN INSPECTION PLAN

The dwelling does conform to local zoning building setbacks at the time of construction.

The dwelling is not in a special flood zone as defined by flood insurance rate map 230051-0006 dated 7-15-1992.

**THIS IS NOT A STANDARD BOUNDARY SURVEY.** Information shown on this plan is for mortgage purposes only. Property lines shown on this plan are based on current lines of occupation, current deed information (referenced below), and tax map information. A **STANDARD BOUNDARY SURVEY IS SUGGESTED TO CONFIRM ALL BOUNDARY LINES SHOWN ON THIS PLAN.** This plan may not be recorded or used for any land divisions. The property shown on this plan may be subject to easements, covenants, and restrictions of record which may not be shown on this plan.

This inspection conforms to the standards of the Maine Board of Licensure for Professional Land Surveyors, standards of practice for a Mortgage Loan Inspection.

### PROPERTY INFORMATION

Street: 393 LUDLOW STREET    Town: PORTLAND    County: CUMBERLAND , Maine

Owner: JAMES & AMY SAFFIAN

Buyer: ROGER & AVIS SMITH

Deed Reference: book 10517 page 247

Plan Reference: book    page    lot

Tax Map # 283 Lot 2 Block D

Lending Institution: PEOPLES HERITAGE BANK

Scale: 1 inch = 40 feet    Date: JULY 17, 1998

Atlantic Title Company  
76 Atlantic Place  
South Portland, Maine 04106  
Telephone (207) 774-4400

WILLIAM G. AUSTIN  
STATE OF MAINE  
PROFESSIONAL LAND SURVEYOR # 2174



## WARRANTY DEED

KNOW ALL BY THESE PRESENTS That We, **JAMES M. SAFFIAN and AMY K. SAFFIAN** ("Grantors"), of Portland, Cumberland County, Maine, for consideration paid, grant to **ROGER A. SMITH and AVIS M. SMITH** ("Grantees") of 171 Regan Lane, Portland, Maine 04103, as joint tenants, with Warranty Covenants, the land and buildings in Portland, Cumberland County, Maine, described as follows:

A certain lot or parcel of land with the buildings thereon situated on the northeasterly side of Ludlow Street, in the City of Portland, County of Cumberland and State of Maine, being lot numbered 158 on Plan of Property located in Longfellow Woods, Sec. G., recorded in the Cumberland County Registry of Deeds in Plan Book 70, Page 6, to which plan reference is hereby made for a complete description.

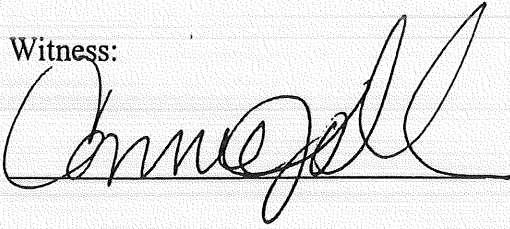
Subject to the following easements and instruments that may affect the property:

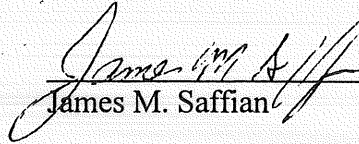
1. Easement described in a deed from The Minat Corporation to Portland Water District dated October 17, 1957 and recorded in said Registry of Deeds in Book 2386, Page 327.
2. Certificate of Taking of Property by the City of Portland dated October 17, 1960 and recorded in said Registry of Deeds in Book 2611, Page 237.
3. Easement for sewer line described in a sewer line described in deeds from Minat Corporation to the City of Portland dated November 14, 1962 and October 10, 1964 and recorded in said Registry of Deeds in Book 2722, Page 128 and in Book 2830, Page 324.
4. Utility Easement for poles and wires along and across Ludlow Street described in a deed from The Minat Corporation to Central Maine Power Company and New England Telephone and Telegraph Company dated December 18, 1964 and recorded in said Registry of Deeds in Book 2877, Page 45.

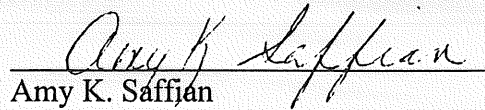
Being the same premises conveyed to James M. Saffian and Amy K. Saffian by deed of Christopher P. Kelley and Janet M. Kelley dated January 15, 1993 and recorded in said Registry of Deeds in Book 10517, Page 247.

WITNESS our hands and seals this 31<sup>st</sup> day of July, 1998.

Witness:

  
\_\_\_\_\_

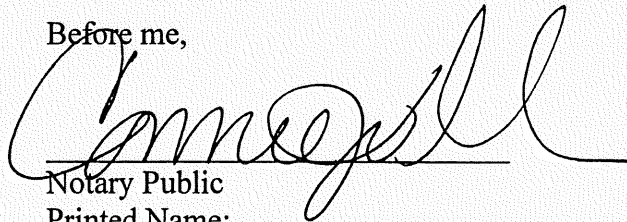
  
James M. Saffian

  
Amy K. Saffian

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

On July 31, 1998, personally appeared the above-named James M. Saffian and Amy K. Saffian and severally acknowledged the foregoing instrument to be their free act and deed.

Before me,

  
\_\_\_\_\_

Notary Public  
Printed Name:

CONNIE-JO MINERVINO  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES NOVEMBER 1, 2000

RRM Const.  
27 Robert Mills Rd.  
S. Portland Me. 04108

# Proposal

Proposal No.

Date 9/9/98

Proposal Submitted To:

Roger Smith  
393 Suddow St.  
Portland Me.

Work to be Performed at:

393 Suddow

Project: 20x26 Two car garage on floating slab.

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

20x26 Two car garage w/ 2-8x8 garage doors.  
Two sides + back sided w/T111 and front to match house. Two 24x16 windows and Two 2868 flush entry doors as described in print.  
Garage to be constructed on floating slab w/ one row of 6x8x16 block. One 12/2 elec. line to handle 2 wall outlets, 2 Garage door openers + 2 lights w/ 1 switch at side door.

### Proposal Includes:

All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Ben Thousand Seven Hundred Fifty Dollars

Payment to be made as follows:

1/3 beginning of job, final at comp.

Signature: RRM Const. Date 9/9/98

### Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Date of Acceptance: 14 Sept 1998

Signature: *[Signature]*

Signature: \_\_\_\_\_

**Mark Stimson Realtors  
CONTRACT FOR SALE OF REAL ESTATE**

June 14, 1998

RECEIVED OF Ross A & Lois M. Smith whose mailing address is 171 Brown Lane Portland, Me 05110

hereinafter called "Purchaser," the sum of (\$ 2500.00) Two Thousand Five Hundred Dollars as earnest money and in part payment on account of the purchase price of the real estate at 393 Walden St in the town/city of Portland in the County of Undersand State of Maine, currently owned by M & Mrs. Joseph hereinafter called "Seller," described as follows: \$ 000 S.F. a single family residence on a lot approximately

1. **FIXTURES:** All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: N.A. County Registry of Deeds)

2. **PERSONAL PROPERTY:** No items of personal property are included except dishwash, stove, vcr, and refrigerator. The parties agree that no portion of the purchase price is attributable to the personal property.

3. **PURCHASE PRICE:** The total purchase price is (\$ 129,000) One Hundred Twenty Nine Thousand dollars, with payment to be made as follows: 2500.00 paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.

4. **EARNEST MONEY:** Earnest money is received and held by William B. Baker, Undersand, Maine who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to Purchaser.

5. **ACCEPTANCE:** Seller's acceptance shall be given on or before Mon. June 15, 1998 6:00 P.M.

6. **CLOSING DATE:** A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within 201 days before Aug 1, 1998 days of Effective Date of this Contract.

7. **POSSESSION/OCCUPANCY:** Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by Purchaser and Seller. At transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk through inspection within 48 hours prior to closing to determine that the property meets these conditions. If this property is a multi-family, it will be transferred subject to leases in effect at transfer of title. The Seller agrees that the following units will be vacated at the time of transfer, but makes no representation as to occupancy status of other units at transfer:

8. **FINANCING:** This Contract is subject to Purchaser obtaining a Conventional loan of 75 % of the purchase price, at a  fixed or an  adjustable initial interest rate of not more than market % and amortized over a period of 30 years, Purchaser to pay not more than 1 points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within 30 days of Effective Date of this Contract.

If either of such loan approvals is not obtained within said time periods, Seller may declare this Contract null and void, and earnest money shall be promptly returned to Purchaser.

9. **POINTS:** Seller agrees to pay \$ 0 towards Purchaser's points and/or closing costs.

10. **INSPECTIONS:** Agent strongly recommends that Purchaser engage professional inspectors to investigate the property. This Contract is subject to the following inspections with results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	within _____ days from Effective Date
a) General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
b) Sewage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
c) Radon Air Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>14</u> days from Effective Date
d) Radon Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
e) Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
f) Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
g) Wood Boring Insects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
h) Other <u>as determined by Buyer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to Purchaser, Purchaser may, by notifying Seller in writing within the specified number of days, declare this Contract null and void and any 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, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. **WATER TEST:** If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water Supply test with "Satisfactory" results in accordance with the requirements of the State Bureau of Health and/or lending institution within 14 days of Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within 3 days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water test results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.

7. DISCLOSURE: Purchaser acknowledges receipt of Seller's written disclosures regarding:
- |              |   |                 |   |            |  |
|--------------|---|-----------------|---|------------|--|
| Water Source | yes <input checked="" type="checkbox"/> no <input type="checkbox"/> | Sewage Disposal | yes <input checked="" type="checkbox"/> no <input type="checkbox"/> | Lead Paint | yes <input type="checkbox"/> no <input type="checkbox"/> |
| Insulation   | yes <input checked="" type="checkbox"/> no <input type="checkbox"/> | Hazardous Waste | yes <input checked="" type="checkbox"/> no <input type="checkbox"/> |            |  |

If any of the above items is marked "no," the information is not currently available and this Contract is subject to Purchaser receiving and approving that information within 5 days of Effective Date of this Contract.

13. PROPRATIONS: The following items shall be pro-rated as of transfer of title: fuel oil; rent; association fees; and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.

14. DEED: The property shall be conveyed by a Warranty deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current continued use and shall be subject to applicable land use laws and regulations.

15. TITLE: Should the title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 days thereafter, at Purchaser's option, declare this contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.

16. DEFAULT: In the event of a default by Purchaser, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.

17. AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of written agency disclosures and confirm the following agency relationships for this transaction. (Check and complete either A or B)

A. Listing Agency MSA and Listing Associate Carol Mackay represent Seller Exclusively   
 Selling Agency MSA and Selling Associate Robert Dyer represents Seller  Buyer   
 B. Agent, \_\_\_\_\_, is a Disclosed Dual Agent as previously authorized in writing by the parties.

18. HOME WARRANTY: Home  is  is not covered by a Home Warranty Contract.  Attached Acceptance or Waiver.

19. AUTHORIZATION: The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company, appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing of this transaction.

20. DISPUTE: 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.

21. WITHHOLDING: Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.

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

23. WRITTEN AGREEMENT: This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.

24. EFFECTIVE DATE: 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.

25.  Lead Paint not applicable  Lead Paint Addendum Attached

26.  Addendum or Attachments subject to the terms of the Purchase Agreement, Home @ 174 Began Lane on or before Aug 1, 1998 - Warranty under Purchase  
 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.

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

Date 11 June 1998 Purchaser [Signature] Soc. Sec. # 044-46-7579  
 Date 6/14/98 Purchaser [Signature] Soc. Sec. # 005-52-7105

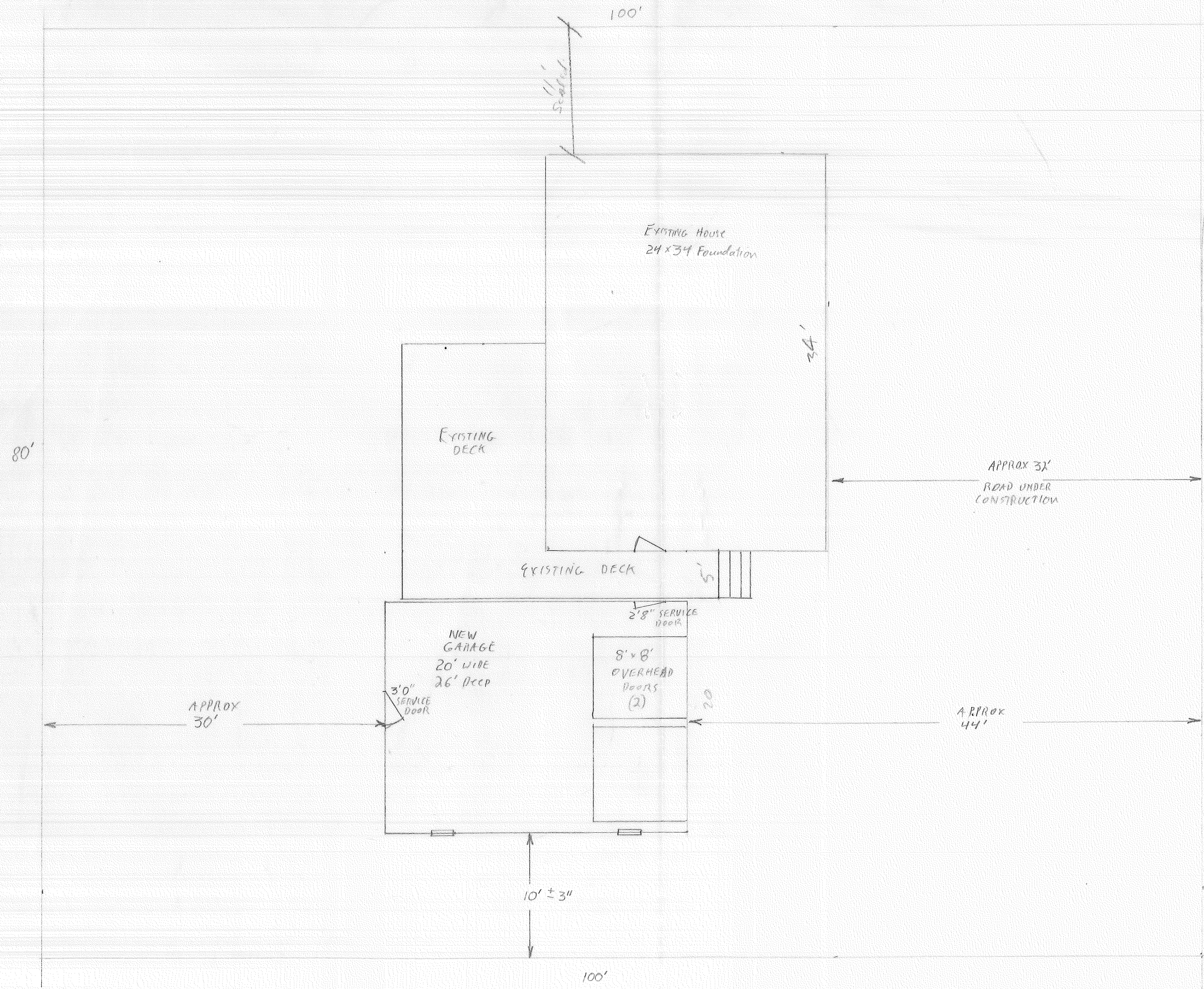
I/We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I / We further agree to pay Broker for services according to the terms of the listing agreement. In the event earnest money is forfeited by Purchaser, one-half thereof shall be paid to Broker and the remainder to me/us, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.

Date \_\_\_\_\_ Seller [Signature] Soc. Sec. # 017-48-8513  
 Date \_\_\_\_\_ Seller [Signature] Soc. Sec. # \_\_\_\_\_  
 Seller \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Effective Date: \_\_\_\_\_  
 Throughout this Contract, the term "days" means calendar days.

1" = 1/80'

ROGER A. SMITH  
393 LUDLOW ST  
Portland  
761-4063



LUDLOW ST

R-3 Zone  
rear - 25' req - 30' show  
front - 25' req - 44' show  
side - 8' req - 10'3" show  
1 story only described