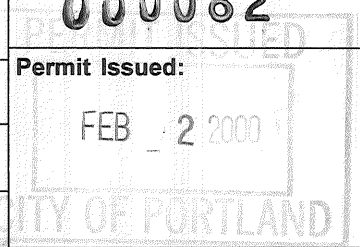


**City of Portland, Maine – Building or Use Permit Application** 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 10 Wilkie Street 04103		Owner: **Daniel Cardona		Phone: 879-9837 828-2917		Permit No: <b>000062</b>	
Owner Address: 1 May Street Portland, ME 04102		Lessee/Buyer's Name: N/A		Phone: N/A		Business Name: N/A	
Contractor Name: N/A		Address: N/A		Phone: N/A		Permit Issued: FEB 2 2000	
Past Use: Single Family		Proposed Use: Single Family with Home Occupation		COST OF WORK: \$ 0		PERMIT FEE: \$ 30.00	
Proposed Project Description: Change of Use from single family to single family with home occupation. Occupation is Custom Upholstery.				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: 93 Type: 5B BOCS 96	
				Signature: _____		Signature: <i>[Signature]</i>	
Permit Taken By: UB				Date Applied For: 1-27-00			
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied			
Signature: _____				Date: _____			



Zone: \_\_\_\_\_ CBL: 307-F-021

Zoning Approval: \_\_\_\_\_

**Special Zone or Reviews:**

Shoreland  
 Wetland  
 Flood Zone  
 Subdivision  
 Site Plan maj  minor  mm

**Zoning Appeal**

Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

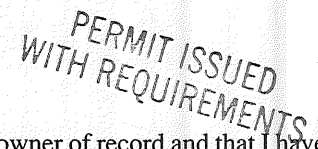
**Historic Preservation**

Not in District or Landmark  
 Does Not Require Review  
 Requires Review

Action:  Approved  
 Approved with Conditions  
 Denied

Date: \_\_\_\_\_

\*\*\* Please Send To: Daniel Cardona  
21 May Street  
Portland, Maine 04102



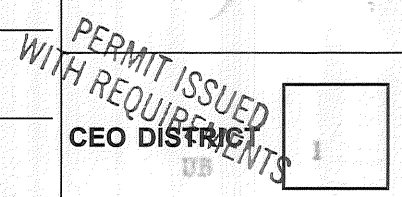
**CERTIFICATION**

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

1-27-00

SIGNATURE OF APPLICANT \_\_\_\_\_ ADDRESS: \_\_\_\_\_ DATE: 1-27-00 PHONE: \_\_\_\_\_

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE \_\_\_\_\_ PHONE: \_\_\_\_\_



COMMENTS

2/7/00 Spoke with Daniel Cardona about the space - no renovations required - There will be no customers served at this address. Items brought in individually for repair in basement. JB

2/8/00 Survey of property - is as per drawing. JB

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

**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: 10 Wilkire St. Portland Me 04103

Tax Assessor's Chart, Block & Lot Number Chart# <u>307</u> Block# <u>F</u> Lot# <u>021</u>		Owner: <u>Daniel Cardona</u>	Telephone#: <u>879 9837</u> <u>828 2917</u>
Owner's Address: <u>21 MAY St. Portland 04102</u>		Lessee/Buyer's Name (If Applicable) <u>N/A</u>	Cost of Work: <u>\$ 30-</u> Fee: <u>\$</u>
Proposed Project Description: (Please be as specific as possible) <u>Change of use from single family to single family w/homw occupation (apoh/stery)</u> <u>home occupation</u>			
Contractor's Name, Address & Telephone <u>N/A</u>		Rec'd By: <u>UB</u>	

*1-family*

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:

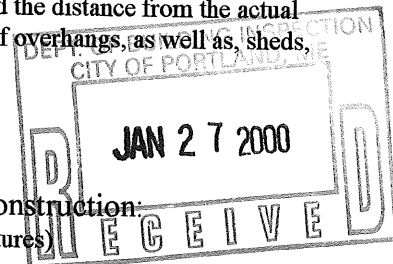
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such 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: Daniel M Cardona Date: 1/27/00

Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.





Inspection Services  
Michael J. Nugent  
Manager

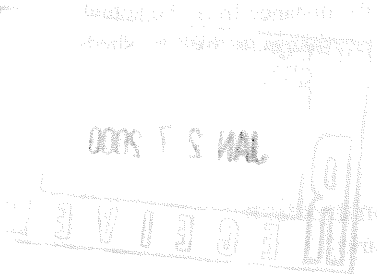
Department of Urban Development  
Joseph E. Gray, Jr.  
Director

**CITY OF PORTLAND**

*congratulations!!!!!!*

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

As an applicant for a building permit, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read **ALL** of the information and if you need any further assistance please call 874-8703 or 874-8693.



Daniel M. Cardona  
10 Wilkie Street  
Portland, ME 04103

January 18, 2000

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

Dear Ms. Schmuckal:

I am requesting a permit to allow me the use of my residence at 10 Wilkie Street, Portland, Maine to recover and reupholster furniture. I will be working independently and the volume of work will be on a small scale.

My work will be custom upholstery an acceptable home occupation listed under item (2)(h) of §14-410 of the Portland Code. The following is an explanation of how my home occupation meets the criteria listed under (1) of the same.

- a) My home occupation will occupy approximately 144 square feet (9%) 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 is minimal and included in the 144 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) No objectionable effects will result from my home occupation;
- g) I will not require the services of any employees;
- h) Although I occasionally will be meeting clients at my residence, the traffic from this will be minimal and no additional parking will be necessary;

i) No vehicles even nearing a 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.

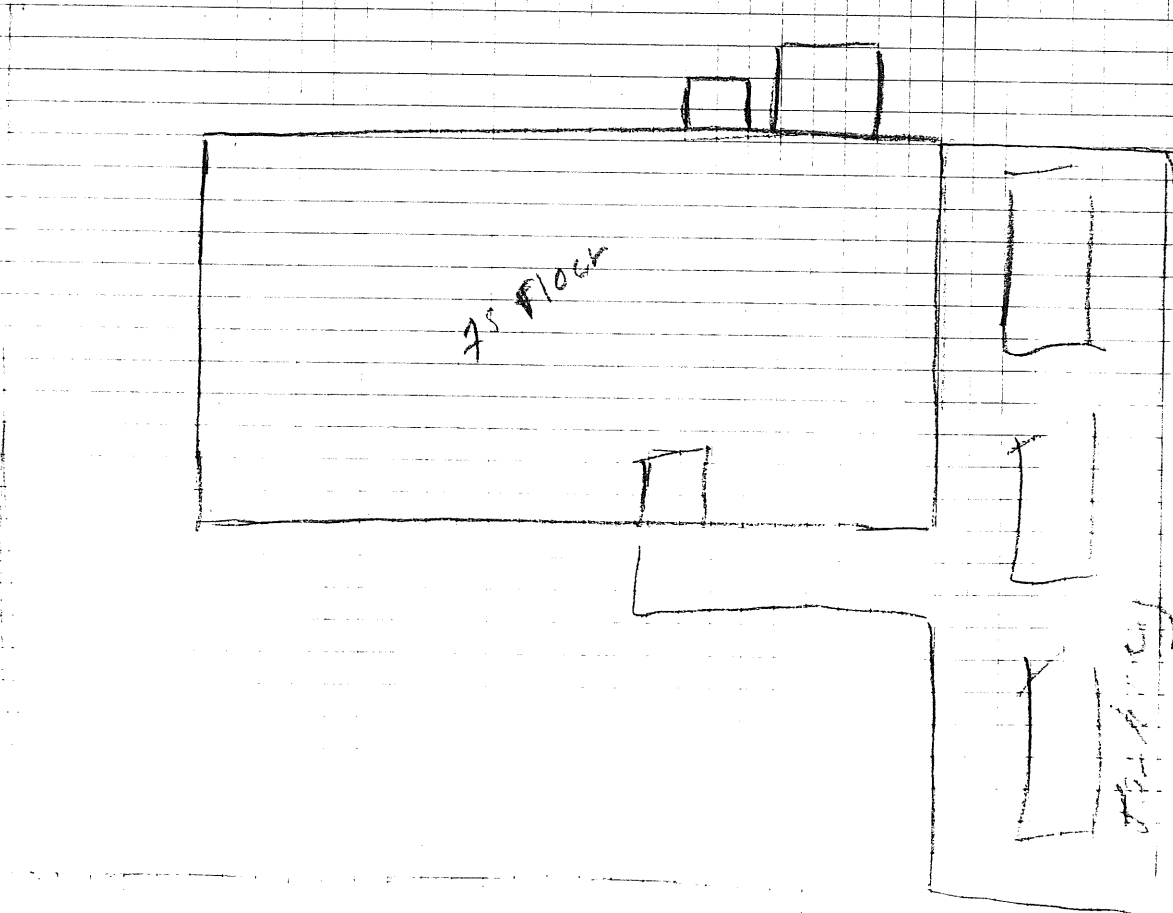
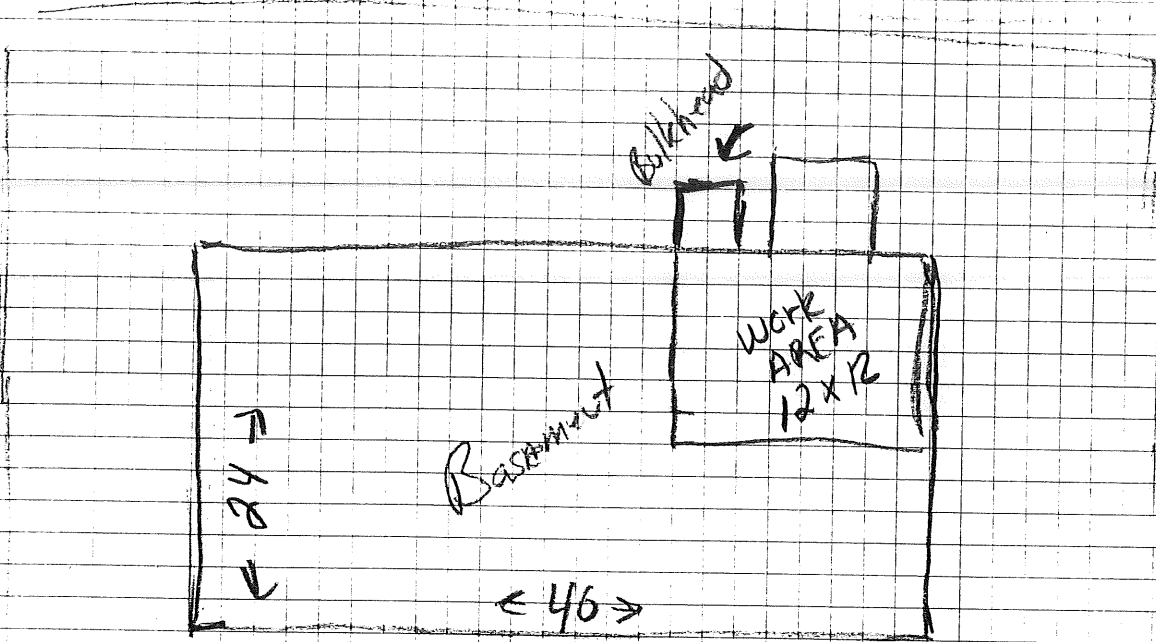
Attached you will find a copy of the floor plan showing the dimensions and area of the home occupation space. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Daniel M. Cardona". The signature is written in black ink and is positioned below the typed name.

Daniel M. Cardona

DMC:mkc  
Enclosures  
cc: Keith Holmes  
MSHA  
My File



OK ↓

- b. Answering services (telephone);
  - c. Architects;
  - d. Artists and sculptors;
  - e. Authors and composers;
  - f. Computer programming;
  - g. Custodial services;
  - h. Custom furniture repair and upholstery;
  - i. Dentists, doctors, therapists, and health care practitioners;
  - j. Direct mail services;
  - k. Dressmakers, seamstresses and tailors;
  - l. Engineers;
  - m. Family planning services;
  - n. Hairdressers (limited to no more than two (2) hair dryers);
  - o. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, weaving, ceramics;
  - p. Interior decorators;
  - q. Lawyers, justices of the peace and notary publics;
  - r. Licensed family day care home or babysitting services; (see (1) a)
  - s. Musicians or music teachers, including group instruction not to exceed six (6) students at any time but not including performances or band rehearsals, which shall meet the following requirements in addition to those set forth in subsection (1) of this section:
    - 1. Electronic amplification is prohibited;
    - 2. The applicant shall demonstrate that noise attenuation is provided which minimizes perception of sound at property lines at all times during the use. Noise attenuation measures may include, but are not limited to, insulation, double-pane windows, air conditioners or any combination of these or similar noise attenuation measures;
    - 3. Hours of operation shall be limited to 8:30 a.m. to 9:30 p.m.
  - t. Office facility of a minister, rabbi, or priest;
  - u. Photographic studios;
  - v. Professional counseling and consulting services;
  - w. Professional research services;
  - x. Sales persons provided that no retail or wholesale transactions are made on the premises;
  - y. Small appliance repair;
  - z. Snow plowing provided that only one (1) snow plow vehicle is stored on or generated from the site;
  - aa. Special tutoring or instruction (not to exceed three (3) pupils at any given time);
  - bb. Stenographic and other clerical services.
- (3) A home occupation that is not listed in paragraph (2) of this section but is similar to and no more objectionable than those home occupations listed in that paragraph, shall



CHART	30Z	LOT	021	UNIT NO.	001	CARD NUMBER	010F01	STREET NAME	110	NUMBER	110	CLASS	REI	STREET CODE	111	STREET NO.	112	STREET NO.	102	LAND USE	113	ROOM	113
-------	-----	-----	-----	----------	-----	-------------	--------	-------------	-----	--------	-----	-------	-----	-------------	-----	------------	-----	------------	-----	----------	-----	------	-----

OWNER & MAILING ADDRESS

301 RANDALL ROBERT E  
 902 DORETTE E KEMPTON JTS  
 903 8 LUFKIN RD  
 904 NO YARMOUTH MAINE 04096

LEGAL DESCRIPTION

307-F-21  
 WILKIE ST 8-12  
 7500 SF

LIVING UNITS	104	ZONE	K3	NC	105	NEIGHBORHOOD	107	PARTIAL	108	ACCOUNT NO.	120	FRAME NUMBER	120	PLANNING DISTRICT	02
--------------	-----	------	----	----	-----	--------------	-----	---------	-----	-------------	-----	--------------	-----	-------------------	----

LAND DATA & COMPUTATIONS

DELETED	300-330
0 NONE	
LOT	
1 Regular Lot	
2 Apartment Site	
SQUARE FEET	
1 Primary Site	7500
2 Secondary Site	
3 Undeveloped	
4 Residual	
5 Waterfront	
ACREAGE	
1 Primary Site	
2 Secondary Site	
3 Undeveloped	
4 Marshland	
5 Waterfront	
0 TOTAL	

ACTUAL FRONTAGE		EFFECTIVE FRONTAGE		EFFECTIVE DEPTH		ACTUAL UNIT PRICE		EFFECTIVE UNIT PRICE		DEPTH FACTOR		EFFECTIVE INFLUENCE FACTOR		INFLUENCE FACTOR		LAND VALUE	
-----------------	--	--------------------	--	-----------------	--	-------------------	--	----------------------	--	--------------	--	----------------------------	--	------------------	--	------------	--

INFLUENCE FACTORS

- Unimproved
- Location
- Topography
- Size or Shape
- Economic Misimprovement
- Restrictions
- Corner
- View
- Traffic

MEMORANDUM

DESIGN ON DOOR CANNOT COME TO DOOR-OXYGEN IN USE

BETTER QUALITY WINDOWS THAN NEIGHBORS

VALUE SUMMARY

LAND	0	PREVIOUS ASSESSMENT	0
BUILDING	0		0
TOTAL	0		0
EXEMPT			971

PROPERTY FACTORS

TOPOGRAPHY	411	UTILITIES	421	STREET/ROAD	441	TRAFFIC
1 All Public	1	1 Paved	1	1 Light	1	1
2 Public Water	2	2 Semi-improved	2	2 Medium	2	2
3 Public Sewer	3	3 Unpaved	3	3 Heavy	3	3
4 Gas	4	4 Proposed	4	4 None	4	4
5 Well	5	5 Curb & Gutter	5	5 None	5	5
6 Septic	6	6 Sidewalk	6	6 None	6	6
7 None	7	7 Alley	7	7 None	7	7
8 None	8	8 None	8	8 None	8	8

SALES DATA

MO	YR	TYPE	AMOUNT	SOURCE	VA
200					
201					
202					

ENTRANCE CODES

- Entrance and Signature Gained
- Entrance Gained
- Not Applicable, Unimproved Parcel
- Entrance and Information Refused
- Entrance Refused, Information at Door
- Currently Unoccupied
- Estimated for Miscellaneous Reasons (See Memorandum)
- Occupant Not at Home

VALIDITY CODES

- Valid Sale
- Relative Sale
- Intra Corporation
- Included Excessive Personal Property
- Changed After Sale/Asm.
- To or From Government
- Transfer of Convenience
- Partial Sale of Assessed Unit
- Other

INFO CODES

- Owner
- Tenant
- Other

SIGNATURE

DATE INSPECTED

COLLECTOR

MARKET REVIEW TOTAL VALUE

REASON

DATE

REVIEWER

EXEMPT VALUE

REASON

DATE

PORTLAND MAINE

Y DWELLING O OTHER  
 STORY HEIGHT 1.5 2.0 2.5 3.0  
 EXTERIOR WALLS  
 4 BLOCK 7 STONE  
 5 STUCCO 8 ASBESTOS  
 3 MAS. & FRAME 6 ALUM./VINYL 9 CONCRETE

STYLE  
 1 RAISED RANCH 7 CONDO 13 MANSSION  
 2 SPLIT LEVEL 8 CONTEMP. 14 GAMBREL  
 3 RANCH 9 TOWNHSE/ROW 15 GARRISON  
 4 CAPE 10 COTTAGE 16 OTHER  
 5 OLD STYLE 11 BUNGALOW  
 6 COLONIAL 12 DUPLEX

AGE  
 ERECTED 1 986 EST. 19 REMODELED 19  
 LIVING ACCOMMODATIONS FAMILY ROOMS 03 TOTAL ROOMS 03  
 FULL BATHS 1 HALF BATHS 0 ADDN'TL BATHS 0 TOTAL BATHS 1  
 NO. KITCHEN 1 YES 0 NO. BATH 1 YES 0 NO. BATH 1 YES 0  
 REMODELED (2) NO 511 REMODELED (2) NO

BASEMENT 3  
 1 NONE 2 CRAWL 3 PART 4 FULL  
 HEATING  
 1 NONE 2 BASIC 3 CENTRAL AIR COND. 4 SOLAR 5 COAL 6 GAS 7 OIL 8 STEAM 9 NONE  
 HEATING FUEL TYPE 1 NONE 2 GAS 3 ELEC 4 OIL 5 COAL 6 SOLAR 7 NONE 8 WARM AIR 9 ELEC 10 HOT WATER 11 STEAM 12 ATTIC

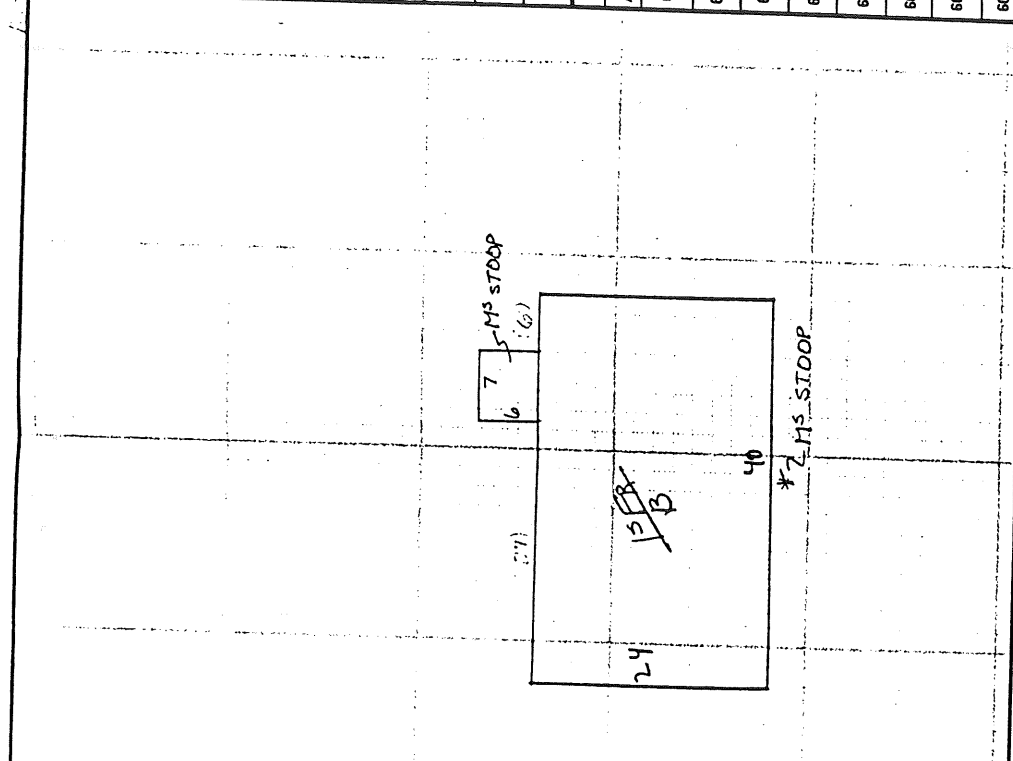
INTERIOR CONDITION 3  
 1 BETTER 2 SAME 3 POORER  
 PHYSICAL CONDITION  
 1 EX 2 GO 3 AV 4 FR 5 PR 6 VP 7 UN

OTHER FEATURES  
 1 BRICK TRIM 2 STONE TRIM 3 REC ROOM 4 FIN. BSMT LIVING AREA 5 WB FP: STACKS OPENINGS 6 METAL FP: STACKS OPENINGS 7 WOOD COAL BURNING 8 BSMT GARAGE NO. OF CARS 9 UNFINISHED AREA (-) % 10 UNHEATED AREA (-) %

CONDO LEVEL 518 TYPE 1-INTERIOR 2-CORNER  
 1 BRICK TRIM 2 STONE TRIM 3 REC ROOM 4 FIN. BSMT LIVING AREA 5 WB FP: STACKS OPENINGS 6 METAL FP: STACKS OPENINGS 7 WOOD COAL BURNING 8 BSMT GARAGE NO. OF CARS 9 UNFINISHED AREA (-) % 10 UNHEATED AREA (-) %

GRADE FACTOR AA A B C D E F  
 COST & DESIGN FACTOR [ ] %  
 CDU EX VG (GD) AV FR PR VP UN  
 MARKET ADJUSTMENT

BUILDING PERMIT RECORD		ADDITIONS		DWELLING COMPUTATIONS	
NUMBER	DATE	AMOUNT	DESCRIPTION	BASE PRICE	BASEMENT
471					
472					
473					
474					
461					
462					
463					
464					
465					
599 DELETE 601-608					
ADD CD	LWR	1ST	2ND	3RD	AREA
601 A1		35			
602 A2					
603 A3					
604 A4					
605 A5					
606 A6					
607 A7					
608 A8					



RESIDENTIAL		POOLS		ADDITION CODES		OTHER BUILDINGS & YARD IMPROVEMENTS	
RC1	RC2	RP1	RP2	10	11	MA	MOD CODES
Carport	Canopy	Plastic Liner	Prefabricated Vinyl	1s Frame	1s Mas		
Brick/Stone Detached Garage	Frame/Stone Detached Garage	Reinforced Concrete	Reinforced Concrete	1s OFF	1s Mas		
Frame Shed	Frame Shed	Fiberglass Gunitie	Fiberglass Gunitie	1/2 Frame	21 OMP		
Metal Shed	Metal Shed			1/2 EMP	22 EMP		
				18 Unfin. Attic	23 Mas. Garage		
				19 Fin. Attic	24 Mas. Utility		
					31 Wood Deck		
					32 Canopy		
					33 Conc. Patio		
					50 Unfin. Bsmt.		
					99 Misc. Value		

799 DELETE 801-810		OTHER BUILDINGS & YARD IMPROVEMENTS		MISCELLANEOUS IMPROVEMENTS		TOTAL GROSS VALUE	
TYPE CODE	QTY	YR	BASE VALUE	COND	RATE	MA	MOD CODES
801							
802							
803							
804							
810							
800							

1 SEE DETAILED CARD  
 2 SEE DETAILED REPORT

# PROPERTY DISCLOSURE

Under Maine Law, real estate agents are required to ask the seller for certain information about the property and to make sure that information is available to buyers to help them evaluate the property. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not meant to be a warranty of the condition of the property. The seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. The seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

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

PROPERTY LOCATED AT: 10 Wilkie Street, Portland

## SECTION I. WATER SUPPLY

Please answer all questions regardless of type of water supply:

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other

INSTALLATION: Location: from Street  
Installed BY: Portland Water District DATE of Installation: Unknown  
What is the source of your information:

USE: Number of Persons currently using system? 0

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

If YES to any question, please explain in the comment section below or with attachment.  
WATER TEST: Have you had the water tested?  Yes  No  
IF YES: Date of most recent test: \_\_\_\_\_ Are test results available?  Yes  No  
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No  
IF YES, are test results available?  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_

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

## SECTION II. WASTE WATER DISPOSAL

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

● IF PUBLIC OR QUASI-PUBLIC: Have you experienced any problems such as line or other malfunctions?  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_

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

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

IS SYSTEM LOCATED IN A SHORELAND ZONE?:  Yes  No  Unknown  
SOURCE OF INFORMATION: City Records / Broker  
COMMENTS: \_\_\_\_\_

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

PROPERTY LOCATED AT 10 Wilkie Street, Portland

**SECTION III. INSULATION**

LOCATION:	Yes	No	Unk	IF YES, type	Installed by:	Unk	Date	Unk
Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>
Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>

COMMENTS: \_\_\_\_\_

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

**SECTION IV. HAZARDOUS MATERIAL**

**A. UNDERGROUND STORAGE TANKS - Current or previously existing:**

Are there now, or have there ever been, any underground storage tanks on your property?  Yes  No  Unknown

IF YES: Are tanks in current use?  Yes  No

IF NO: How long have tank(s) been out of service? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Have you experienced any problems such as leakage? \_\_\_\_\_

Are tanks registered with the Dept. of Environmental Protection?  Yes  No  Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.?  Yes  No  Unknown

Comments: \_\_\_\_\_

**B. ASBESTOS - Current or previously existing:**

- as insulation on the heating system pipes or duct work?  Yes  No  Unknown
- in the siding?  Yes  No  Unknown
- in the roofing shingles?  Yes  No  Unknown
- in flooring tiles?  Yes  No  Unknown
- other: \_\_\_\_\_  Yes  No  Unknown

IF YES: Source of Information: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

**C. RADON/AIR - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

**D. RADON/WATER - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

**E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing:**

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?  Yes  No  Unknown

IF YES, describe location and the basis for the determination: \_\_\_\_\_

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards?  Yes  No

IF YES, describe: \_\_\_\_\_

Are you aware of any cracking, peeling or flaking paint?  Yes  No

COMMENTS: \_\_\_\_\_

**F. OTHER HAZARDOUS MATERIALS - Current or previously existing:**

TOXIC MATERIAL:  Yes  No  Unknown OTHER: \_\_\_\_\_

LAND FILL:  Yes  No  Unknown

RADIOACTIVE MATERIAL:  Yes  No  Unknown

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS?  Yes  No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

PROPERTY LOCATED AT 10 Wilkie Street Portland

**SECTION V. GENERAL INFORMATION**

Are you aware of any encroachments, easements, rights-of-way, leases or restrictive covenants on the property?  Yes  No

IF YES: Explain: \_\_\_\_\_  
What is your source of information: \_\_\_\_\_

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's?  Yes  No  Unknown

IF YES: Explain: Current taxes reflect 7,000 Homestead redemption

● Heating System: Type: forced Hot Water Age: Unknown  
Consumption: \_\_\_\_\_  
Comments: \_\_\_\_\_

● Roof: Age - Structure: Original 1986 Age - Shingles: Unknown  
Moisture or leakage: Unknown  
Comments: \_\_\_\_\_

● Foundation/Basement:  Full  Partial  Slab  Crawl  Other: \_\_\_\_\_  
Material:  Concrete  Block  Stone  Brick  Other: \_\_\_\_\_  
Moisture or leakage: Unknown

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

● Other defects or needed repairs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENTS:  Yes  No

**SECTION VI. ADDITIONAL INFORMATION**

Seller shall be responsible and liable for any failure to provide known information to Buyer:

Maime State Appraising and Realty  
By: [Signature]  
SELLER

DATE

SELLER

DATE

Listed by William J Dowd on behalf of Dowd Properties  
LISTING AGENT AGENCY

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

BUYER

DATE

BUYER

DATE

By \_\_\_\_\_ on behalf of \_\_\_\_\_  
SELLING AGENT AGENCY

**LEAD PAINT ADDENDUM**

TO CONTRACT DATED \_\_\_\_\_ BETWEEN Maine State Housing (hereinafter "Seller")  
AND \_\_\_\_\_ (hereinafter "Buyer")  
FOR PROPERTY LOCATED AT 10 Wilkie Street Portland

Said contract is further subject to the following terms:

**Lead Warning Statement**

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

**Seller's Disclosure (check one)**

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

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

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

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

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

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

**Buyer's Acknowledgment**

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

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

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

**Agent's Acknowledgment**

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

Maine State Housing Authority  
By: [Signature] \_\_\_\_\_ 12/30/99  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Agent Date

MAINE STATE HOUSING AUTHORITY

Addendum To Contract For The Sale Of Real Estate

Date

Address 10 Wilkie Street, Portland

1. Maine State Housing Authority is selling this property in "As Is, Where Is" condition.
2. Maine State Housing Authority will not pay any of the Buyer's financing or closing costs or designated seller points. However, if a borrower utilizes a MSHA first time home buyer's loan, MSHA waives 2 of the 3 usual seller points, with the remaining one deducted from seller closing proceeds.
3. Maine State Housing Authority makes no warranty concerning the physical condition of the Property. Seller is aware of no Property defects other than those which have been disclosed to the Purchaser.
4. Maine State Housing Authority has no available information regarding age, type, insulation, water supply, or waste disposal systems, plumbing system, electrical system, heating system or knowledge of type or condition of insulation, if any, other than what has been disclosed to the Purchaser.
5. The Purchaser has inspected the Property either personally or through Agents and Experts, and the Purchaser is satisfied with the physical condition of the Property in "As Is" and "Where Is" condition, and such, the Seller will not pay for improvements to the Property required by any lender or mortgage insurer.
6. If Purchaser needs any utilities turned on to the Property, for inspection purposes or if the Purchaser needs fuel oil, gas, water, etc, this will be done at the expense of the Purchaser.
7. Maine State Housing Authority is NOT selling any appliances or other personal property that may be on the premises at time of sale, nor will not be responsible for any items that may be missing or stolen from Property.
8. Maine State Housing Authority is selling the Property in "As Is, Where Is" as of the day of closing and not responsible for any vandalism or damage that may occur prior to closing.

Maine St. Hsg Auth

Seller

Ray M. Saloner  
Senior Loan Servicing Officer

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Buyer \_\_\_\_\_



Addendum to Contract For the Sale of Real Estate dated \_\_\_\_\_, 2000  
10 Wilkie St., Portland Property

THAT SELLER MAKES NO WARRANTY CONCERNING THE PHYSICAL CONDITION OF THE PROPERTY. SELLER IS AWARE OF NO PROPERTY DEFECTS OTHER THAN THOSE WHICH HAVE BEEN DISCLOSED TO THE PURCHASER. SELLER HAS NO AVAILABLE INFORMATION REGARDING INSULATION, WATER SUPPLY, OR WASTE DISPOSAL SYSTEMS OTHER THAN THAT WHICH HAS BEEN DISCLOSED TO THE PURCHASER. THE PURCHASER HAS INSPECTED THE PROPERTY EITHER PERSONALLY OR THROUGH AGENTS AND EXPERTS, AND THE PURCHASER IS SATISFIED WITH THE PHYSICAL CONDITION OF THE PROPERTY IN "AS IS" CONDITION, AND AS SUCH, THE SELLER WILL NOT PAY FOR IMPROVEMENTS TO THE PROPERTY REQUIRED BY ANY LENDER OR MORTGAGE INSURER.

Buyer:

\_\_\_\_\_

\_\_\_\_\_

Seller:

Maine State Housing Authority

By: \_\_\_\_\_

Its Senior Loan Servicing Officer



PURCHASE AND SALE AGREEMENT

18 2000

1/11/2000 19 Effective Date  
The use of days in this agreement refers to calendar days from the effective date

RECEIVED OF: Daniel and Dora Caradono (hereinafter called "Buyer") the sum of (\$ 500.00 Five hundred dollars, as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Portland County of Cumberland State of Maine located at 0 Wilke St. Being (all  part of ) the property at the above address owned by: MSHA (hereinafter called "Seller") and described at said County's Registry of Deeds Book \_\_\_\_\_ Page 1 Supt Family Ranch & lot

FIXTURES: The parties agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: Nothing

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost and in as is conditions with no warranties: Nothing

The TOTAL purchase price being (\$ 89,900.00 Eight nine thousand - nine hundred dollars to be paid as follows: \$500.00 earnest money

This purchase and sale agreement is subject to the following conditions:

1. EARNEST MONEY/ACCEPTANCE: Dowd Properties shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Wednesday 1/12/2000 (date) 10:00 AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

RC  
RC  
RC

TITLE & CLOSING: That a deed conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 10 Days (closing date) or before if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time seller is notified of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

3. DEED: That the property shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not adversely affect the continued current use of the property.

4. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

5. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this contract.

6. PRORATIONS: The following items, where applicable shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

Page 1 of 3 Buyer(s) Initials DC Seller(s) Initials RC

FROM : LOUIE KRUMHOLTZ EXPECT SUCCESS FAX NO. : 227 773 2846

Jan. 11 2000 08:24AM P3

7. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	g. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days
d. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days

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

8. FINANCING: This contract is subject to Buyer obtaining an approved MSHA mortgage of 97 % of the purchase price, at an interest rate not to exceed 7 % and amortized over a period of 30 years.

- a. This contract is subject to a written statement from the lender, within seven (7) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to loan approval within 45-25 days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that waived 1 point, 2 points waived
- e. breach of this good-faith obligation will be a breach of this contract.

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

The Dave Properties of Debi Dave Agency represents Seller  
 Listing Agent

The Dave Properties of Dave, Debi Agency represents Seller  
 Selling Agent

When the transaction involves Disclosed Dual Agency, the parties acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the parties acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

10. MEDIATION: 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 the transaction.

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

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

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

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

Page 2 of 3 Buyer(s) Initials DL Seller(s) Initials RC

14. ADDENDA: Check as many as apply -  Lead Paint  Property Disclosure  Other: \_\_\_\_\_  
 None Total Addenda Pages: \_\_\_\_\_

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

18. OTHER CONDITIONS:

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, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Daniel M. Cardona  
BUYER

005-62-1520  
SS# OR TAXPAYER ID#

Dora C. Cardona  
BUYER

005-56-8550  
SS# OR TAXPAYER ID#

Buyer's Mailing address is 21 May St

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in his listing agreement. If the earnest money is forfeited by Buyer, it shall be distributed as follows: \_\_\_\_\_

Signed this 11/17/00 day of \_\_\_\_\_ 19\_\_\_\_

[Signature]  
SELLER

01-0312916  
SS# OR TAXPAYER ID#

SELLER \_\_\_\_\_  
SS# OR TAXPAYER ID# \_\_\_\_\_

Seller's Mailing address is \_\_\_\_\_

Offer reviewed and refused on \_\_\_\_\_ 19\_\_\_\_

SELLER \_\_\_\_\_  
SELLER \_\_\_\_\_

EXTENSION: The time for the performance of this contract is extended until \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

