

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

Location of Construction: 536 Riverside St. Portland 04103		Owner: *Law & Janice Whitaker *		Phone: (207) 797-3778		Permit No: <b>990458</b>
Owner Address: * 84 Brook Rd. Falmouth 04105 *		Lessee/Buyer's Name:		Phone:		
Contractor Name: Wintergreen Solariums		Address: 84 Brook Rd. Falmouth 04105		Phone: (207) 797-3778		Zoning Approval: <i>Blue contractor consent</i> <b>Special Zone or Reviews:</b> <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"/> <i>get exemption 2/10/99</i>
Past Use: Office Space		Proposed Use: Same		COST OF WORK: \$ 21,000.00 PERMIT FEE: \$ 125.00 FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group: <i>B</i> Type: <i>U</i> Signature: <i>[Signature]</i> Signature: <i>[Signature]</i> PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		
Proposed Project Description: Add 2 Solariums						
Permit Taken By: U.B.			Date Applied For: May 10, 1999			

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

May 11th, 1999

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

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT



COMMENTS

7/12 Excavation OK check front setback (38' measured to edge of pavement)

7/13 Foundation & setback OK (DC)

11/16/99 Work completed all OK (DC)

Inspection Record

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



**BUILDING PERMIT REPORT**

DATE: 11 MAY 99 ADDRESS: 536 Riverside ST. CBL: 321-A-009  
 REASON FOR PERMIT: To Construct 2 Solariums  
 BUILDING OWNER: Wh. Taken  
 PERMIT APPLICANT: Wintergreen Solariums Contractor  
 USE GROUP U BOCA 1996 CONSTRUCTION TYPE A

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 \*4 \*20 22 27 \*33 \*34

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)
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 damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self-closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)

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

D. Bernuel Hofises, Building Inspector  
 cc. Lt. McDougall, PFD  
 Marge Schmuckal, Zoning Administrator

PSH 12-14-98

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



APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

LEWIS WHITAKER

Applicant

84 BROAD RD, FAIRMOUTH ME 04105

Applicant's Mailing Address

207 797 3778

Consultant/Agent/Phone Number

Application Date

WINTERGREEN SOLARIUMS

Project Name/Description

536 RIVERSIDE ST PORTLAND

Address of Proposed Site

WSLT 103W P. 91 5/20/99

Description of Proposed Development:

add a 7'x16' solarium to existing building  
+ land response

Please Attach Sketch/Plan of Proposal/Development

Criteria for Exemptions:

See Section 14-523 (4)

- a) Within Existing Structures; No New Buildings, Demolitions or Additions
- b) Footprint Increase Less Than 500 Sq. Ft.
- c) No New Curb Cuts, Driveways, Parking Areas
- d) Curbs and Sidewalks in Sound Condition/ Comply with ADA
- e) No Additional Parking / No Traffic Increase
- f) No Stormwater Problems
- g) Sufficient Property Screening
- h) Adequate Utilities

Applicant's Assessment (Yes, No, N/A)	Planning Office Use Only
<u>Yes.</u>	<u>Solarium Add.</u>
<u>109 sq Ft.</u>	<input checked="" type="checkbox"/>
<u>NO</u>	<input checked="" type="checkbox"/>
<u>none</u>	<u>NA</u>
<u>NO</u>	<input checked="" type="checkbox"/>
<u>NO</u>	<input checked="" type="checkbox"/>
<u>NO</u>	<input checked="" type="checkbox"/>
<u>Yes.</u>	<input checked="" type="checkbox"/>
<u>Yes.</u>	<input checked="" type="checkbox"/>

Planning Office Use Only:

Exemption Granted  Partial Exemption  Exemption Denied

Planner's Signature

[Signature]

Date

2/10/99

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

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

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

**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 (include Portion of Building): <u>536 Riverside St. Portland, ME 04103</u>		
Total Square Footage of Proposed Structure <u>236 Sq. Ft.</u>	Square Footage of Lot <u>35,960 Approx.</u>	
Tax Assessor's Chart, Block & Lot Number Chart# <u>321</u> Block# <u>31A</u> Lot# <u>009</u>	Owner: <u>Lew &amp; Janice Whitaker</u> <u>Wintergreen Solariums</u>	Telephone#: <u>797-3778</u>
Owner's Address: <u>84 Brook Rd. Falmouth, ME 04105</u>	Lessee/Buyer's Name (If Applicable)	Cost Of Work: <u>\$21,000.00</u> Fee <u>\$125.00</u>
Proposed Project Description: (Please be as specific as possible) <u>Add 2 solariums to existing structure</u>		
Contractor's Name, Address & Telephone <u>Wintergreen Solariums 84 Brook Rd., Falmouth</u>		Rec'd By <u>UB</u>
Current Use: <u>Office space &amp; Show room</u>	Proposed Use: <u>Same</u>	

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 B.O.C.A. Mechanical Code.

You must Include the following with you application:

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

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

**4) Building Plans**

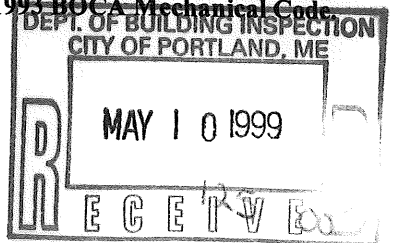
**Unless exempted by State Law, construction documents must be designed by a registered design professional.**

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

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

**Certification**

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

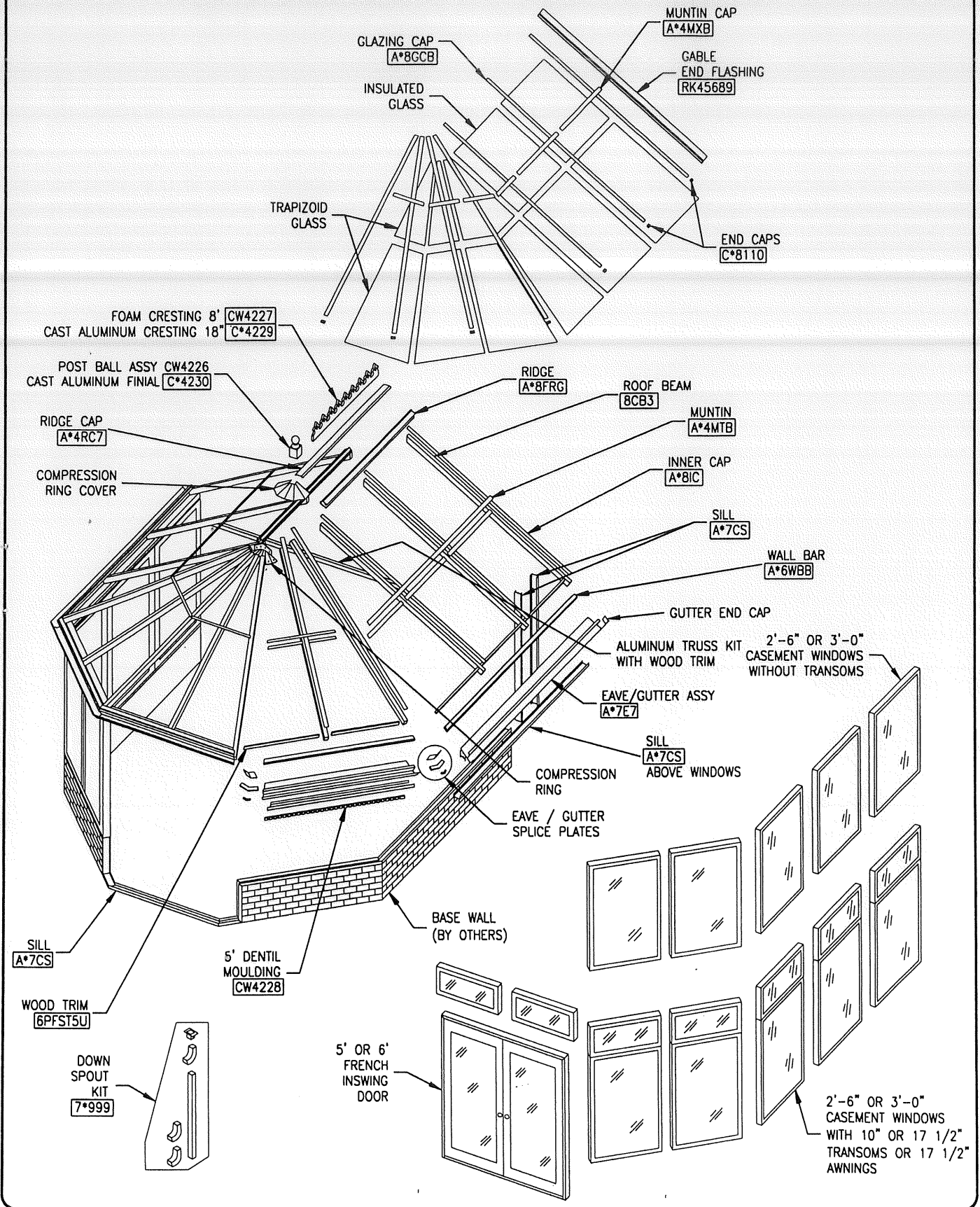


Signature of applicant: <u>Math Daseen</u>	Date: <u>5/10/99</u>
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Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.  
Additional Site review and related fees are attached on a separate addendum



# SYSTEM 4 CONSERVATORY EXPLODED DRAWING



**FOUR SEASONS SUNROOMS**

SYSTEM 4 CONSERVATORY EXPLODED VIEW

DWG. NO. 8C-01	PAGE 1
DATE: 6-15-96	OF 1

Unit # 2



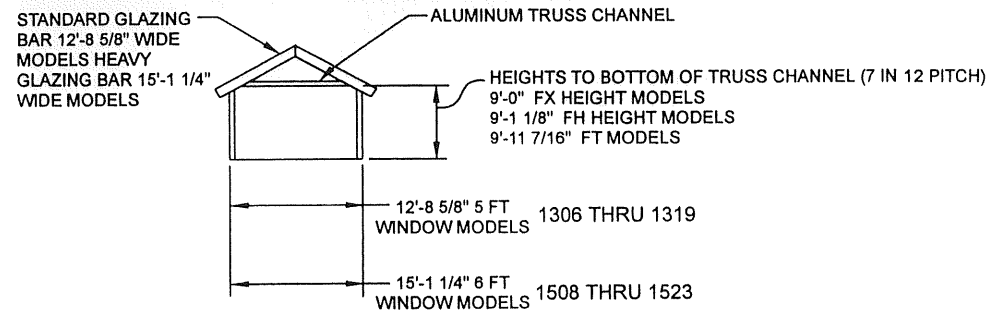
**ENGINEERING & STRUCTURAL LOADING INFORMATION  
FOR SYSTEM 4 VICTORIAN CONSERVATORIES  
WITH ALUMINUM ROOF AND ROOF TRUSS SYSTEM**

5005 VETERANS MEMORIAL HWY.  
HOLBROOK N.Y. 11741

EFFECTIVE DATE 1-99

VICTORIAN CONSERVATORY MODELS	TRUSS & GLAZING BAR O.C. SPACING	7 IN 12 ROOF SLOPE			5 3/4, 5 7/8 IN 12 ROOF SLOPE			3 1/2 IN 12 ROOF SLOPE		
		WIND (MPH)	WIND (PSF)	ROOF LIVE LOAD	WIND (MPH)	WIND (PSF)	ROOF LIVE LOAD (PSF)	WIND (MPH)	WIND (PSF)	ROOF LIVE LOAD
1306	2'-6 5/8"	145	53	54	145	53	53	145	53	46
1309		130	43	54	130	43	53	130	43	46
1312		105	28	54	105	28	53	105	28	46
1314		90	20	54	90	20	53	90	20	46
1317		80	16	54	80	16	53	80	16	46
1319		75	14	54	75	14	53	75	14	46
1508	3'-0 5/8"	130	43	40	130	43	32	130	43	30
1511		105	28	40	105	28	32	105	28	30
1514		95	23	40	95	23	32	95	23	30
1517		85	18	40	85	18	32	85	18	30
1520		75	14	40	75	14	32	75	14	30
1523		70	12	32	70	12	32	70	12	30

NOTE: WIND SPEEDS ARE BASED ON WORST CASE EXPOSURE D. FOR EXPOSURE C ADD 10 mph TO SUPPLIED VALUES.



- NOTES:
- 1) ALUMINUM ALLOY FOR GLAZING BARS & TRUSS CHANNEL IS 6005-T5.
  - 2) DEAD LOAD OF ROOF SYSTEM IS 7 PSF
  - 3) ENGINEERS CERTIFICATION: I LAWRENCE FISCHER CERTIFY THAT THESE ENGINEERING SPECIFICATIONS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATES SHOWN.  
*Lawrence Fischer*
  - 4) THIS SUMMARY PERTAINS TO THE STRUCTURAL INTEGRITY OF OUR UNIT UP TO THE CONNECTIONS TO THE EXISTING STRUCTURE AND/OR ANY NEW CONSTRUCTION. THE CONNECTIONS TO THE EXISTING AND/OR ANY NEW CONSTRUCTION MUST BE ANALYZED ACCORDING TO CONDITIONS SPECIFIC TO EACH JOB, BY OTHERS.
  - 5) WIND SPEEDS ARE BASED ON EXPOSURE D BASIC VELOCITY PRESSURES.





# SYSTEM 6 CURVED EAVE SUNROOMS ENGINEERING INFORMATION

5005 VETERANS MEMORIAL HIGHWAY  
HOLBROOK, NY 11741

EFFECTIVE DATE: 1-99

Unit # 1

CLT MODELS	WOOD BEAM DEPTH	WOOD BEAM O.C. SPACING	BW			GG			XH		
			ROOF LIVE LOAD (PSF)	WIND (MPH)	PRESS. (PSF)	ROOF LIVE LOAD (PSF)	WIND SPEED (MPH)	WIND PRESS. (PSF)	ROOF LIVE LOAD (PSF)	WIND SPEED (MPH)	WIND PRESS. (PSF)
3	3 3/8"	2'-7 3/4"	240	130	43	240	125	40	240	105	28
5	3 3/8"	2'-7 3/4"	105	115	34	100	110	31	97	90	21
8	3 3/8"	2'-7 3/4"	55	105	28	52	100	26	49	80	16
10	3 3/8"	2'-7 3/4"	30	95	23	28	90	21	26	70	13
	5"	2'-7 3/4"	72	95	23	68	90	21	65	70	13
13	3 3/8"	2'-7 3/4"	16	90	21	16	85	18	16	70	13
	5"	2'-7 3/4"	42	90	21	42	85	18	40	70	13
<b>SHADING</b>											
3	3 3/8"	3'-1 3/4"	200	120	37	200	115	34	200	100	26
5	3 3/8"	3'-1 3/4"	95	110	31	92	105	28	80	90	21
8	3 3/8"	3'-1 3/4"	45	95	23	43	95	23	40	80	16
10	3 3/8"	3'-1 3/4"	25	90	21	23	90	21	21	70	13
	5"	3'-1 3/4"	60	90	21	58	90	21	53	70	13
13	3 3/8"	3'-1 3/4"	14	80	16	14	80	16	13	70	13
	5"	3'-1 3/4"	36	85	18	35	85	18	33	70	13

- NOTES:
- 1) BEAM MATERIAL: LAMINATED NORTHERN PINE.
  - 2) DEAD LOAD OF ROOF SYSTEM IS 7 PSF
  - 3) ENGINEERS CERTIFICATION: I LAWRENCE FISCHER CERTIFY THAT THESE ENGINEERING SPECIFICATIONS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATES SHOWN.
  - 4) CONNECTIONS TO, AND ABILITY OF EXISTING STRUCTURE TO SUPPORT SUNROOM MUST BE EVALUATED SEPARATELY!
  - 5) WIND SPEEDS ARE BASED ON EXPOSURE D BASIC VELOCITY PRESSURES

*Lawrence Fischer*

PURCHASE AND SALE AGREEMENT

January 8, 1999

Jan. 12 1999 Effective Date
The use of days in this agreement refers to calendar days from the effective date

RECEIVED OF: Janice Whitaker and Lewis Whitaker, Jr. or assigns (hereinafter called "Buyer") the sum of (\$5,000.00) Five thousand 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 534-544 Riverside Street Being (all X part of ) the property at the above address owned by Mr. James Lees (herein after called "Seller") and described at said County's Registry of Deeds Book, 8893, Page 188. Portland Assessor's Map #321 #9.

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: None.

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost: Air conditioner in rear wall, fire, smoke and burglary alarm systems (not including CCTV cameras on exterior of building).

The TOTAL purchase price being (\$ 145,000.00) One hundred, forty-five thousand dollars to be paid as follows:
\$5,000 with this offer
Balance at closing.

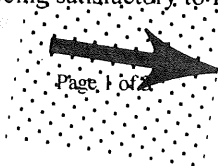
The purchase price balance shall be paid in cash, certified funds or bank check at closing.

This Purchase and Sale Agreement is subject to the following conditions:

- 1. EARNEST MONEY/ACCEPTANCE: Fishman Realty Group shall hold said earnest money in the amount of \$5,000.00 and act as escrow agent until closing; this offer shall be valid until Saturday, January 9, 1999 (date) 5:00 PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. 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 pay the balance due and execute all necessary papers on March 5, 1999 (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 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 warranty 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. Alarm guard has a lease through 3/31/99.
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), No others (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.
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 Seller's real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer:

SIGN HERE



Buyer's Initials

[Handwritten initials]

Seller's Initials

[Handwritten signature]

Table with 6 columns: TYPE OF INSPECTION, YES, NO, RESULTS REPORTED, TYPE OF INSPECTION, YES, NO, RESULTS REPORTED



		TO SELLER				TO SELLER
a. General Building	<u>X</u> <input type="checkbox"/>	Within <u>25</u> days	f. Asbestos Air Quality	<u>X</u> <input type="checkbox"/>		Within <u>25</u> days
b. Sewage Disposal	<u>X</u> <input type="checkbox"/>	Within <u>25</u> days	g. Lead Paint	<input type="checkbox"/> <u>X</u>		Within <u>    </u> days
c. Water Quality	<input type="checkbox"/> <u>X</u>	Within <u>    </u> days	h. Pests	<u>X</u> <input type="checkbox"/>		Within <u>25</u> days
d. Water Quantity	<input type="checkbox"/> <u>X</u>	Within <u>    </u> days	i. Radon Air Quality	<input type="checkbox"/> <u>X</u>		Within <u>    </u> days
e. Radon Water Quality	<input type="checkbox"/> <u>X</u>	Within <u>    </u> days	j. <u>None</u>			

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. 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 **first** mortgage of **80%** of the purchase price, at an interest rate not to exceed **9%** 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 final loan approval within **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 a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than **2** points. Seller agrees to pay \$ \_\_\_\_\_ toward points and/or Buyer's closing costs.

9. AGENCY DISCLOSURE: Buyer and Seller acknowledge Fishman Realty Group is a Transaction Agent for this sale, and represents neither parties:

All parties further acknowledge there is no other Agency involved in this transaction.

When the transaction involves Disclosed Dual Agency, the parties acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. N/A.

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 Rule 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.

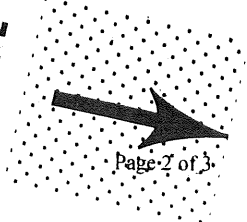
14. COUNTERPARTS: This agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

15. ADDENDA:  Yes (If Yes, include number of addenda on line);  No.

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 other necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

**SIGN  
HERE**



Page 2 of 3

Buyer's Initials JRW

Seller's Initials [Signature]

18 OTHER CONDITIONS:

If sale occurs prior to vacancy by current tenant, Seller will assign tenant's lease and security deposit to Buyer at closing. If there is no security deposit, Seller agrees to escrow \$500.00 at closing to be used in lieu of a security deposit to repair extraordinary damages, clean up or removal costs after Tenant vacates.

This offer is subject to Buyers' acceptance of all terms of a standard property disclosure form and Lead Paint Addendum which will be provided by Seller with the return of this agreement and any counter offer.

A copy of this contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledges. 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.

**SIGN HERE**  
364-34-2929  
SS#  
002-34-5460  
SS#

M. Blodgett J.  
BUYER

Ann Whiteaker  
BUYER

Buyer's Mailing address is 84 Brook Road, Falmouth, Maine 04105.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

John W. Jones  
SELLER

015-30-3766  
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is 110 Florence Street, Malden MA 02148.

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

John W. Jones  
SELLER

SELLER

**EXTENSION**

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

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

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

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

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

**AMENDMENT OF PURCHASE AGREEMENT**

In reference to the Agreement of sale between: Mr. James Lees (SELLER) and Janice Whitaker & Lewis Whitaker, Jr. or assigns (BUYERS) dated January 8, 1999 covering the real property known as 534-544 Riverside Street, Portland, Maine.

The undersigned SELLER(s) and BUYERS(s) hereby agree to the following:

1. The Seller is transferring the property to "Crystal 117 LP", which will be the entity selling to Buyers.
2. Seller agrees to credit \$2,000.00 toward the purchase price in exchange for Buyers performing building or system repairs, including replacement of the existing roof.

The Agreement herein, upon its execution by both parties, is hereby made an integral part of the aforementioned agreement of sale.

[Signature]  
WITNESS

[Signature] 2/9/99  
BUYER DATE

[Signature]  
WITNESS

[Signature] 2/9/99  
BUYER DATE

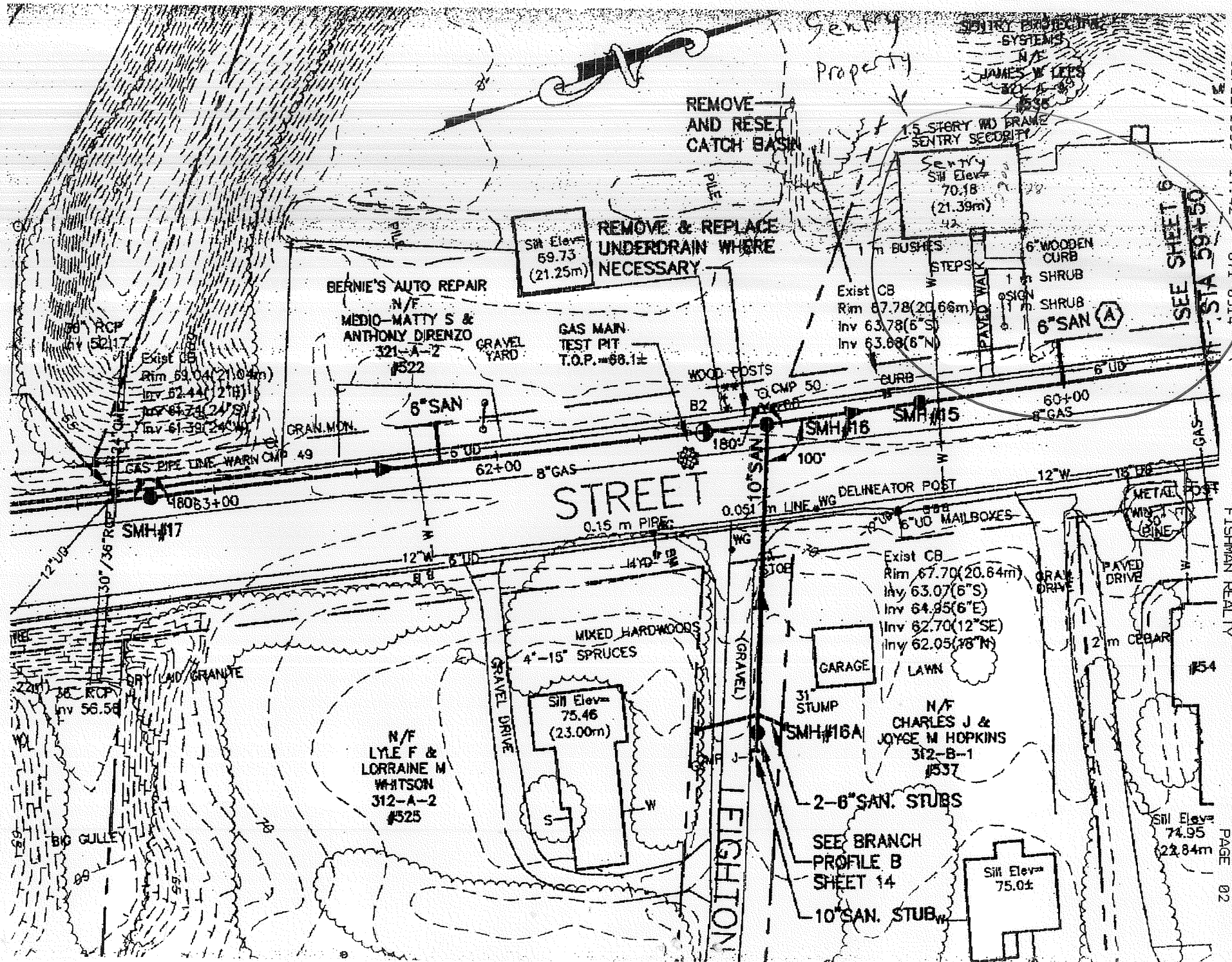
WITNESS

[Signature] 2/8/99  
SELLER - James Lees DATE

WITNESS

[Signature] 2/8/99  
SELLER - Crystal 117 LP DATE





01/12/1999

17:42

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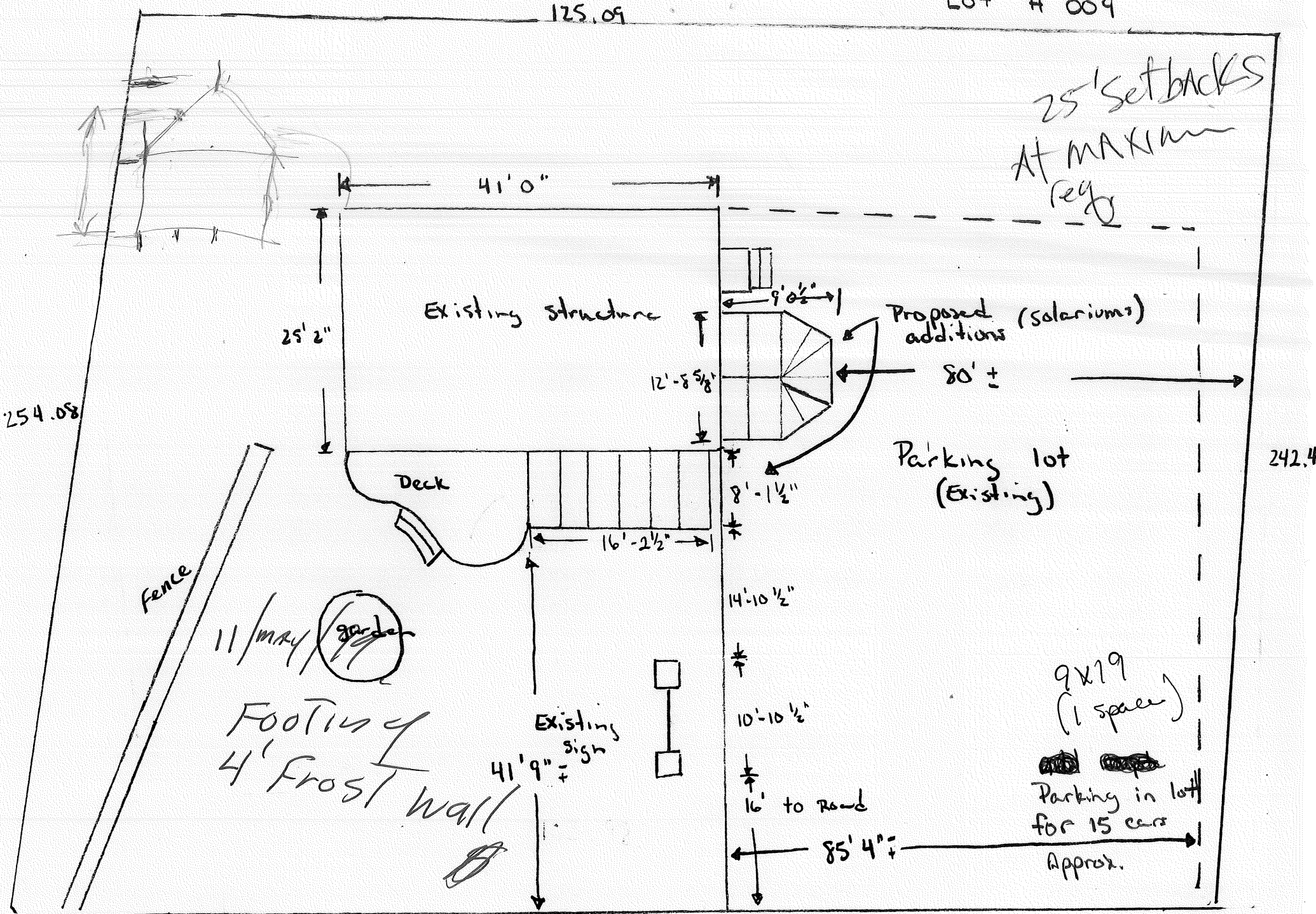
FISHMAN REALTY

PAGE 02

SEE SHEET 6  
SIA 59+50

*San. Plan*

Map # 321 A  
Lot # 009



254.08

242.49

25' setbacks  
At MAXIMUM  
Reg

41'0"

25'2"

Existing structure

9'0 1/2"

Proposed additions (solariums)

80' ±

12' - 8 5/8"

Parking lot  
(Existing)

Deck

16' - 2 1/2"

8' - 1 1/2"

14' - 10 1/2"

10' - 10 1/2"

16' to road

85'4" ±

9x19  
(1 space)

Parking in lot  
for 15 cars

Approx.

Fence

11/may garden

Footing  
4' Frost wall

Existing sign  
41'9" ±

163.98