

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

PERMIT ISSUED

Permit No: 04-0895	Issue Date: JUN 29 2004	CBL: 338 D004001
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Location of Construction: 18 Ninth St	Owner Name: Blue Horse LLC	Owner Address: 18 Ninth St	Phone: 207-671-7336
Business Name:	Contractor Name: O'Reilly Construction	Contractor Address: 90 Carlyle Road Portland	Phone: 2077741846
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Dwellings	Zone: R-3

Past Use: single family	Proposed Use: single family - remove existing prefab 14' x 14' sunroom and rebuild in existing footprint	Permit Fee: \$75.00	Cost of Work: \$6,000.00	CEO District: 5
Proposed Project Description: remove existing prefab 14' x 14' sunroom and rebuild in existing footprint		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group R-3 Type SB BOLA 1999 Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: tmm	Date Applied For: 06/29/2004	<b>Zoning Approval</b>
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

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"/> Date: 6/29/04	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: 6/29/04
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PERMIT ISSUED  
 JUN 29 2004  
 CITY OF PORTLAND

**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 provision of the code(s) applicable to such permit.

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

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

<b>Permit No:</b> 04-0895	<b>Date Applied For:</b> 06/29/2004	<b>CBL:</b> 338 D004001
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<b>Location of Construction:</b> 18 Ninth St	<b>Owner Name:</b> Blue Horse LLC	<b>Owner Address:</b> 18 Ninth St	<b>Phone:</b> 207-671-7336
<b>Business Name:</b>	<b>Contractor Name:</b> O'Reilly Construction	<b>Contractor Address:</b> 90 Carlyle Road Portland	<b>Phone:</b> (207) 774-1846
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Additions - Dwellings	

<b>Proposed Use:</b> single family - remove existing prefab 14' x 14' sunroom and rebuild in existing footprint	<b>Proposed Project Description:</b> remove existing prefab 14' x 14' sunroom and rebuild in existing footprint
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# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT

# PERMIT

Permit Number: 040895

PERMIT ISSUED  
JUN 29 2004  
CITY OF PORTLAND

This is to certify that Blue Horse LLC/O'Reilly Construction  
has permission to remove existing prefab 14' x 14' sunroom and rebuild in existing footprint  
AT 18 Ninth St 338 D004001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and work in permit in progress before this building or part thereof is opened or closed-in. **NO WORK NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name: CITY OF PORTLAND

PERMIT ISSUED  
JUN 29 2004

*[Signature]*  
6/29/04  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

# All Purpose Building Permit Application

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:		
Total Square Footage of Proposed Structure <i>196 sq. feet</i>	Square Footage of Lot	
Tax Assessor's Chart, Block & lot Chart#      Block#      Lot#	Owner:	Telephone:
Lessee/Buyer's Name (If Applicable)  <i>Blue Horse LLC.</i>	Applicant name, address & telephone: <i>207-671-7336</i> <i>148 Middle Street</i> <i>Portland ME. 04101</i>	Cost Of Work: <i>\$6,000.00</i>  Fee: \$
Current use: <u><i>Residence (Single family)</i></u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u><i>Residence (Single family)</i></u>		
Project description: <u><i>Remove existing solarium and frame a wood structure (1 story) in its place, using existing foundation and slab w/ tile floor</i></u>		
Contractor's name, address & telephone: <u><i>O'Reilly Construction 90 Carlyle Rd. Portland, ME. 207-774-1848 04105</i></u>		
Who should we contact when the permit is ready: <u><i>O'Reilly Construction</i></u>		
Mailing address: <u><i>90 Carlyle Road Portland, ME. 04103</i></u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up, PHONE <i>207 779-1848</i>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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

Signature of applicant: <i>[Signature]</i>	Date: <i>6/24/04</i>
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**This is NOT a permit, you may not commence ANY work until the permit is issued.**  
**If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall**

#18~~th~~ 9th St.

Blue Horse LLC.

11x16  
 6x12  
 2x12  
 Existing  
 House  
 11" O.C.  
 10" O.C.  
 1x12  
 2x12  
 2x12

2x12 Rafters 16" O.C.  
 14' span

3 tabs  
 25 year fiberglass  
 shingles +/-  
 4 p. tabs +/-  
 5/8 CDX  
 Ply

Feet shield  
 water  
 entire  
 Roof

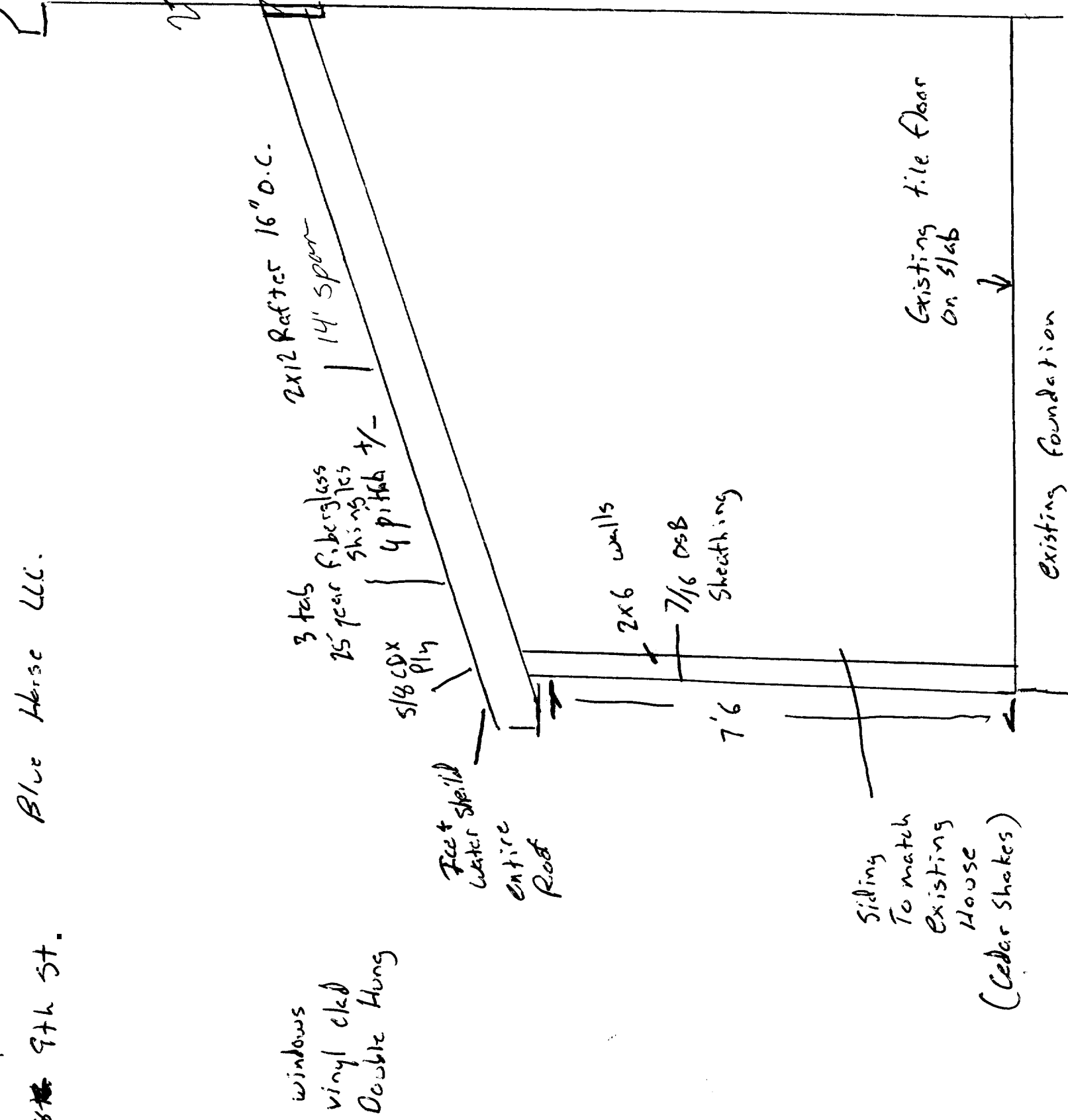
2x6 walls  
 7/16 OSB  
 Sheathing

7'6"

Siding  
 To match  
 Existing  
 House  
 (Cedar Shakes)

Existing tile floor  
 on slab

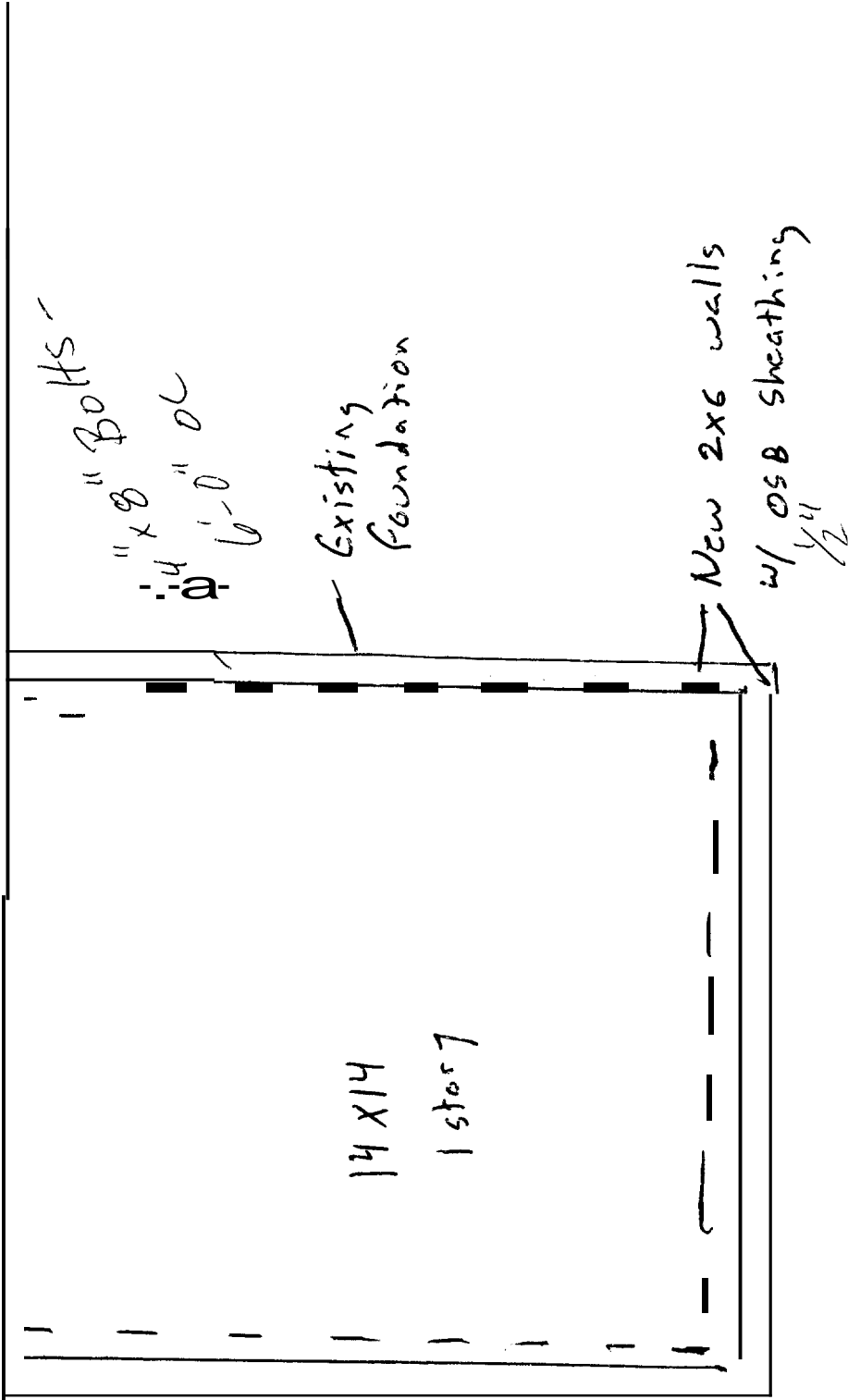
Existing foundation



Existing

House

- existing opening



4" x 8" Bolts

6'-0" OC

Existing Foundation

New 2x6 walls  
w/ OSB sheathing  
1/2"

14 x 14

1 story

4' windows

3 - 2" x 8" S

no new doors

No or stairs.

Blue Horse L.L.C.  
#18 Ninth Street

PURCHASE AND SALE AGREEMENT

May 7, 2004

5/3/04 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Blue Horse Enterprises, LLC and Assignee Jeff (hereinafter called "Buyer") and Laura Parker personal Rep (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all [X] part of [ ] ; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 18 Ninth Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) Page(s)

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale except for the following: n/a

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: All Kitchen appliances

Seller represents that such items shall be operational at the time of closing, except:

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 200,000.00 of which DEPOSIT \$ 2,000.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 2,000.00 will be paid upon acceptance. BALANCE DUE \$ 3,000.00

The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE. RE/MAX BY THE BAY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 9, 2004 (date) 5:00 AM to 5:00 PM. and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title 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 June 25, 2004 (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 Buyer and Seller, 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.

8. DEED: 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 materially and adversely affect the continued current use of the property

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as is 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 Agreement.

Rev. 2004

Page 1 of 4 - P&S

Buyer(s) Initials [Signature]

Seller(s) Initials LP

RE/MAX By The Bay 970 Baxter Boulevard, Portland ME 04103

Phone: (207) 733-2345

Fax: (207) 553-7290

David M. Hanks

T6497038.ZIPX

Produced with ZipForm™ by RE FormsNet, LLC 14025 Pifteen Mile Road, Clinton Township, Michigan 48035, (800) 365-9805 www.zipform.com

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall  shall not ) be paid by Buyer (cash price as of date of closing). Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. 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 Agreement 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"/>			Within 14 days	g. Mold				Within _____ days
b. Environmental Scan		<input checked="" type="checkbox"/>		Within _____ days	h. Lead Paint				Within _____ days
c. Sewage Disposal		<input checked="" type="checkbox"/>		Within _____ days	i. Arsenic treated Wood				Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)		<input checked="" type="checkbox"/>		Within _____ days	j. Pests				Within _____ days
e. Water Quantity		<input checked="" type="checkbox"/>		Within _____ days	k. Pool				Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)		<input checked="" type="checkbox"/>		Within _____ days	l. Zoning	<input checked="" type="checkbox"/>			Within 14 days
					m. Code Conformance	<input checked="" type="checkbox"/>			Within 14 days
					n. Other	<input checked="" type="checkbox"/>			Within 14 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 will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. 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.

14. HOME SERVICE CONTRACTS: At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ \_\_\_\_\_.

15. FINANCING: This Agreement is  is not  subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a \_\_\_\_\_ n/a \_\_\_\_\_ loan of \_\_\_\_\_ n/a \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ n/a \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ n/a \_\_\_\_\_ years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ n/a \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within \_\_\_\_\_ n/a \_\_\_\_\_ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- e. After (b) and (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than \_\_\_\_\_ 0 \_\_\_\_\_ points. Seller agrees to pay \$ \_\_\_\_\_ 0 \_\_\_\_\_ toward Buyer's pre-paid, points and/or closing costs.
- g. Buyer's ability to obtain financing is  is not  subject to the sale of another property. See addendum Yes  No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.



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

David M. Banks of RE/MAX BY THE BAY is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

David M. Banks of RE/MAX BY THE BAY is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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

17. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes are subject to release options in license law and the default clause contained herein.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement 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 Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. 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.

22. ADDENDA Lead Paint - Yes  No  Other - Yes  No

Explain: \_\_\_\_\_

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does  does not  contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within \_\_\_x\_\_\_ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS: Subject to Buyers review and acceptance of Property Survey with 45 days of effective date of the contract. Survey at Buyers expense.

27. Subject to Buyers being able to obtain a building permit prior to closing.

A copy of this Agreement 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.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller

Buyer's Mailing address is \_\_\_\_\_

BUYER Blue Horse Enterprises, LLC, and/or Assignees, N/A SS# OR TAXPAYER ID# \_\_\_\_\_

BUYER [Signature] SS# OR TAXPAYER ID# \_\_\_\_\_

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.

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

SELLER [Signature] DATE 5-8-04 SS# OR TAXPAYER ID# 004-65-6467

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

Offer reviewed and refused on \_\_\_\_\_ day of \_\_\_\_\_

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

COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

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

The Buyer hereby accepts the counter offer set forth above

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

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

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

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

LEAD PAINT ADDENDUM

TO CONTRACT DATED \_\_\_\_\_ BETWEEN \_\_\_\_\_

(hereinafter "Seller")

AND \_\_\_\_\_ (hereinafter "Buyer")

FOR PROPERTY LOCATED AT 18 North 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.

<u>Laura Parker P-R</u>	<u>4-23-04</u>	<u>Blue Horse Antiques, LLC</u>	
Seller	Date	Buyer	Date
<u>[Signature]</u>	<u>          </u>	<u>[Signature] as its Manager</u>	<u>          </u>
Seller	Date	Buyer	Date
<u>[Signature]</u>	<u>          </u>	<u>          </u>	<u>          </u>
Agent	Date	Agent	Date

Maine Association of REALTORS® - 2004  
Re/Max By The Bay 970 Baxter Blvd., Portland ME 04103  
Phone (207) 773-2145 Fax (207) 773-2525

### SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made 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: Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

PROPERTY LOCATED AT: 18 Ninth Street

#### SECTION I WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other

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

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? \_\_\_\_\_

• IF PRIVATE:  
INSTALLATION: Location: \_\_\_\_\_  
Installed BY: \_\_\_\_\_ DATE of Installation: \_\_\_\_\_  
What is the source of your information: \_\_\_\_\_  
USE: Number of Persons currently using system? \_\_\_\_\_  
Does system supply water for more than one household?  Yes  No  Unknown

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

#### SECTION II WASTE WATER DISPOSAL

TYPE OF SYSTEM:  Public  Private  Quasi-Public  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  Unknown  
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: \_\_\_\_\_

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for?  Yes  No  
IF YES, is it available? \_\_\_\_\_

IS SYSTEM LOCATED IN A SHORELAND ZONE?  Yes  No  Unknown

SOURCE OF INFORMATION: Personal Review

COMMENTS: None

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

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PROPERTY LOCATED AT \_\_\_\_\_

**SECTION III. HEATING SYSTEM(S)/SOURCE(S)**

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	FHW			
Age of system(s)/source(s)	Approx 15 years			
Name of company that services system(s)/source(s)	Helix Heating			
Date of most recent service call	Nov. 2003			
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))				
Malfunction per system(s)/source(s) within past 2 years				
Other pertinent information				

Buried Oil Supply Line:  Yes  No  Unknown  
 Chimney(s) Lined:  Yes  No  Unknown Age: Rebuilt 1977 Sleved:  Yes  No  
 Is more than one heat source vented through chimney?  Yes  No  Unknown Last Cleaned: Unknown

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

**SECTION IV. HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein \_\_\_\_\_

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 above: 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: Remove 15 years ago

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

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978. See EPA Disclosure brochure/form for more information)  
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?  Yes  No  Unknown  
 Unknown but possible due to age  
 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: None

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PROPERTY LOCATED AT \_\_\_\_\_

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.

**SECTION V. GENERAL INFORMATION**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private road/homeowner associations or restrictive covenants?  Yes  No  Unknown

IF YES: Explain: \_\_\_\_\_

What is your source of information: \_\_\_\_\_

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

IF YES: Explain: \_\_\_\_\_

Leased Equipment: Type: \_\_\_\_\_

Age: Age of House: 1930's How long has Seller owned it: 1960

Roof: Age - Structure: Approx 25' Age - Shingles: Replaced 8 yrs B

Moisture or leakage: None Flashing around Chimney repaired 2003

Comments: None

Foundation/Basement:  Full  Partial  Slab  Crawl  Other: \_\_\_\_\_

Material:  Concrete  Block  Stone  Brick  Other: \_\_\_\_\_

Moisture or leakage: Yes Sump pump

Mold: Has the property ever been tested for mold?  Yes  No  Unknown IF YES, are test results available?  Yes  No

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

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

KNOWN MATERIAL DEFECTS about Physical Condition of Property: Suncor glass ceiling looks heavy rain

ATTACHMENTS:  Yes  No

**SECTION VI. ADDITIONAL INFORMATION**

Approx 1977 house fire 1st floor bedroom

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Laura Parker PR  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

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.

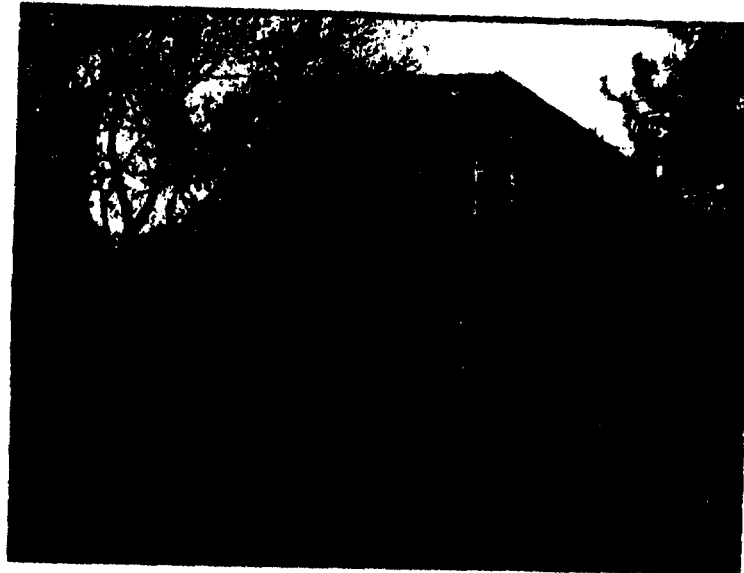
Be House Enterprises, LLC  
BUYER

\_\_\_\_\_  
DATE

Wally King as its Manager  
BUYER

\_\_\_\_\_  
DATE





**18 NINTH STREET, PORTLAND**

Seller: ON FILE  
 Directions: Forest Avenue to right on Libby to #18 Ninth Street.

STYLE	RMS	BDRMS	BTHS	FR	FPL	GAR	AGE	LOT SIZE	FND SIZE
Bungalow	6	3	1	---	---	2	1917	.459	1164 SF
	1 <sup>ST</sup>	2 <sup>ND</sup>	BSMT						
LR	X				Taxes: \$2611.12	Siding: Shingle			<input checked="" type="checkbox"/> Refrigerator
DR					Tax Yr: 2003-04	Color: Natural			<input checked="" type="checkbox"/> Stove
KIT	X				Book#: 338-D-4	Condo/Assn Fee:			<input checked="" type="checkbox"/> Dishwasher
BR		2			Page#: 6339-K-2	Amps: 100			<input type="checkbox"/> Disposal
BATH	1				Zone: RRS	High School: Portland			<input type="checkbox"/> Hood
FR					Rd. Frt: ---	Jr. High: Portland			<input type="checkbox"/> Fan
LAUN					Rd: Pub <input checked="" type="checkbox"/> Prvt <input type="checkbox"/>	Elementary: Portland			<input type="checkbox"/> Microwave
DEN					Wtr. Frt: ---	Post: TBD			<input type="checkbox"/> Compactor
MDRM					Drive Surf: Pavcd	Buyer Agent: 3.0%			<input checked="" type="checkbox"/> Storms
SNRM	X				Bsmt: Full	Home Warranty: Available			<input checked="" type="checkbox"/> Screens
OR/Bed	X				Heat: FHW	Map: 338 Lot: 4			<input type="checkbox"/> Thermal
					Hot Wtr: Nat. Gas				<input type="checkbox"/> Washer Dryer

Add'l Prop. Included: Sunroom furniture, snow blower, mower, leaf vacuum  
 Property Excluded: Some perennial flowers will be seperated

*Charming 3 bedroom Portland bungalow with adltlt. nat buildable lot. Kitchen with pine cabiners. 3 season sunroom with tile floor. Front porch with glass windows. Great yard. Don't miss this great opportunity.*

**OFFERED AT: \$239,900**

**AGENT: DAVID M. BANKS**  
**OFFICE: (207) 773-2345, Ext. 302**  
**RE/MAX By The Bay**  
**970 Baxter Boulevard, Portland, ME 04163**

RE/MAX BY THE BAY AS THE AGENCY LISTING THIS PROPERTY, IS THE AGENT OF THE SELLER AND AS SUCH HAS A FIDUCIARY DUTY TO DISCLOSE TO THE SELLER INFORMATION WHICH IS MATERIAL TO THE SALE ACQUIRED FROM THE BUYER OR FROM ANY OTHER SOURCE.

# BUILDING PERMIT INSPECTION PROCEDURES

**Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon**

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

\_\_\_\_\_ Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

\_\_\_\_\_ Footing/Building Location Inspection: Prior to pouring concrete

\_\_\_\_\_ Re-Bar Schedule Inspection: Prior to pouring concrete

\_\_\_\_\_ Foundation Inspection: Prior to placing ANY backfill

Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling

Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

\_\_\_\_\_ If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

\_\_\_\_\_ CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]  
Signature of Applicant/Designee

6/29/04  
Date

[Signature]  
Signature of Inspections Official

6/29/04  
Date

CBL: 338-0-4

Building Permit #: 04-0895