

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read
Application And
Notes, If Any,
Attached

Permit Number: 090823

PERMIT ISSUED

This is to certify that Dickhaut Edward & /Len Anderson, MADRID, N.M.

has permission to Build new 26' x 28' single family home with 3 bedrooms and 1.5 baths.

AT 571 Allen Ave (573)

CE 399 E002001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of the State 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 written permission procured before this building or part thereof is lathed or otherwise covered-in. 24 HOURS 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

Roman M. Mally 9/11/07
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

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.

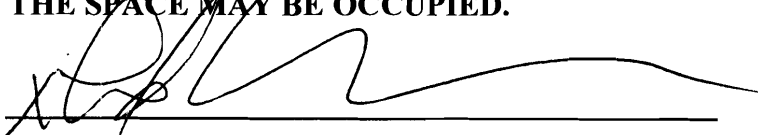
A Pre-construction Meeting will take place upon receipt of your building permit.

- ☒ Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers
 - ☒ Foundation Inspection: Prior to placing ANY backfill for below grade occupiable space
 - ☒ 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.

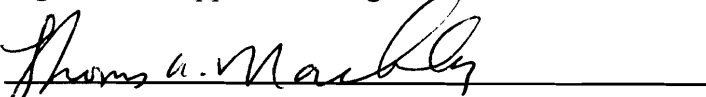
If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



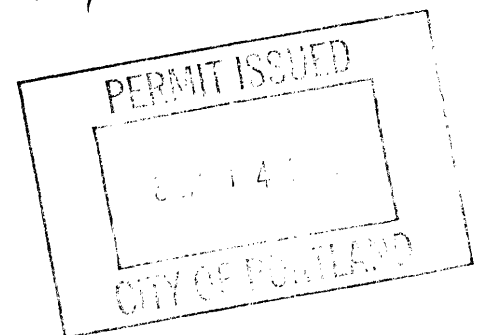
Signature of Applicant/Designee

Date



Signature of Inspections Official

9/14/09
Date



CBL: 399 E002001

Building Permit #: 09-0823

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

Permit No: 09-0823		Issue Date:	CBL: new CBL with 399 E002001 399 E03
Location of Construction: 571 Allen Ave (573)	Owner Name: Dickhaut Edward &	Owner Address: 571 Allen Ave	Phone:
Business Name:	Contractor Name: Len Anderson. MADD LLC	Contractor Address: 543 Allen Ave Portland	Phone 2072331715
Lessee/Buyer's Name Len Anderson	Phone: 207-233-1715	Permit Type: Single Family	Zone: R5
Past Use: Vacant Land	Proposed Use: Build new 26' x 28' single family home with 3 bedrooms and 1.5 baths.	Permit Fee: \$945.00	Cost of Work: \$85,000.00
Proposed Project Description: Build new 26' x 28' single family home with 3 bedrooms and 1.5 baths.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: 5B IRC 2003
		Signature: _____	
		Signature: _____	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
Signature: _____		Date: _____	

Permit Taken By: gg	Date Applied For: 08/04/2009	Zoning Approval		
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..	Special Zone or Reviews <input type="checkbox"/> Shoreland ✓/A <input type="checkbox"/> Wetland ✓/A <input type="checkbox"/> Flood Zone panel 2 - zone X <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2009-0061 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: 8/1/09	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 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: _____	
	<div>PERMIT ISSUED CITY OF PORTLAND</div>			

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



General 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: 573 Allen Ave		
Total Square Footage of Proposed Structure/Area 1431	Square Footage of Lot 7614	Number of Stories 2
Tax Assessor's Chart, Block & Lot Chart# 399 Block# E Lot# part of 002	Applicant "must be owner, Lessee or Buyer" Name Madd LLC (Len Anderson) Address 543 Allen Ave. City, State & Zip Portland Maine 04103	Telephone: (207) 233-1715 105,000 sq ft
Lessee/DBA (If Applicable) AUG - 3 2009	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ 85,000 Site 300.00 C of O Fee: \$ 600 75.00 Total Fee: \$
Current legal use (i.e. single family) Vacant land Number of Residential Units Proposed Single Family If vacant, what was the previous use? Vacant land Proposed Specific use: Single family Is property part of a subdivision? No If yes, please name Project description: Build 3 Bedroom 1.5 Bath Single Family home 1431 Sq Ft. 26 x 28		
Contractor's name: Len Anderson Address: 543 Allen Ave. City, State & Zip Portland, Maine 04103 Telephone: (207) 233-1715 xx call Who should we contact when the permit is ready: Len Anderson Telephone: (207) 233-1715 Mailing address: 543 Allen Ave. Portland, Maine 04103		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

Bkg Fee 870.00
SITE 300.00
C of O 75.00
TOTAL 1,245.00

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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:

Date:

This is not a permit; you may not commence ANY work until the permit is issued

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
389 Congress Street
Portland, Maine 04101

INVOICE FOR PERMIT FEES

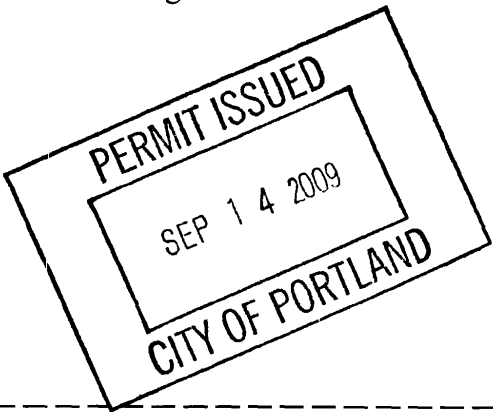
Application No: 9-0823	Applicant: Dickhaut Edward &
Project Name: Build new 26' x 28' single family ho	Location: 571 Allen Ave
CBL: 399 E002001	Development Type:
Invoice Date: 08/05/2009	

Previous Balance	-	Payment Received	+	Current Fees	-	Current Payment	=	Total Due	Payment Due Date
\$0.00		\$0.00		\$1,145.00		\$945.00		\$200.00	On Receipt

Second Billing

Previous Balance	\$0.00
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Fee Description	Qty	Fee/Deposit Charge
Certificate of Occupancy	1	\$75.00
Building Permit Fee First \$1000	1	\$30.00
Building Permit Fee Add'l \$1000	104	\$1,040.00
		\$1,145.00



Total Current Fees:	+	\$1,145.00
Total Current Payments:	-	\$945.00
Amount Due Now:		\$200.00

Detach and remit with payment

Bill to: Dickhaut Edward &
571 Allen Ave
Portland, ME 04103

CBL 399 E002001
Application No: 9-0823
Invoice Date: 08/05/2009
Invoice No: 35194
Total Amt Due: \$200.00
Payment Amount:

Make checks payable to the *City of Portland*, ATTN: Inspections, 3rd Floor, 389 Congress Street, Portland, ME 04101.

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0823		Date Applied For: 08/04/2009	CBL: 399 E002001
Location of Construction: 571 Allen Ave	Owner Name: Dickhaut Edward &	Owner Address: 571 Allen Ave	Phone:
Business Name:	Contractor Name: Len Anderson. MADD LLC	Contractor Address: 543 Allen Ave Portland	Phone (207) 233-1715
Lessee/Buyer's Name Len Anderson	Phone: 207-233-1715	Permit Type: Single Family	
Proposed Use: Build new 26' x 28' single family home with 3 bedrooms and 1.5 baths.		Proposed Project Description: Build new 26' x 28' single family home with 3 bedrooms and 1.5 baths.	
Dept: Zoning Status: Approved with Conditions Reviewer: Ann Machado Approval Date: 09/01/2009 Note: Ok to Issue: <input checked="" type="checkbox"/> 1) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks and lot width must be established. Due to the proximity of the setbacks of the proposed structure, it may be required to be located by a surveyor. 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval. 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
Dept: Building Status: Approved with Conditions Reviewer: Tom Markley Approval Date: 09/08/2009 Note: Received beam specs as requested and aatached to permit. Ok to Issue: <input checked="" type="checkbox"/> 1) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level. 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process. 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approrval prior to work.			
Dept: DRC Status: Approved with Conditions Reviewer: Philip DiPierro Approval Date: 09/14/2009 Note: Ok to Issue: <input checked="" type="checkbox"/> 1) Erosion and Sedimentation control shall be established and inspected by the Development Review Coordinator prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines. All Erosion and Sedimentation control measures must be inspected and maintained daily. 2) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions. 3) A street opening permit(s) is required for your site. Please contact Carol Merritt ay 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.) 4) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext . 8822.The Wastewater and Drainage section of Public Services must be notified five (5) working days prior to sewer connection to schedule an inspector for your site. 5) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.			

Location of Construction: 571 Allen Ave	Owner Name: Dickhaut Edward &	Owner Address: 571 Allen Ave	Phone:
Business Name:	Contractor Name: Len Anderson. MADD LLC	Contractor Address: 543 Allen Ave Portland	Phone (207) 233-1715
Lessee/Buyer's Name Len Anderson	Phone: 207-233-1715	Permit Type: Single Family	

6) The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

7) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.

8) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

Comments:

8/7/2009-amachado: Left vcm for Len Anderson. Siteplan shows a deck; building plans shows a bulkhead. First 50' of the driveway from the street can't be within 5' of the proeprty line. Need easement in deed reflecting the shared driveway for the two lots.

9/1/2009-amachado: Received requested information.

9/8/2009-tm: received requested info and waiting for DRC approval before issuance of permit.

Applicant: Madd LLC, Len Anderson

Date: 8/6/09

Address: 573 Allen Ave (571)

C-B-L: Split from 399-E-002
* new CBL will be 399-E-003

CHECK-LIST AGAINST ZONING ORDINANCE

perm. # 09-0823

Date - new

* used site plan received
9/1/09

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work - build new 26'x28' single family home.

Sewage Disposal - C.h.

Lot Street Frontage - 50' min. - 50.02 (given)

Front Yard - 25' min. - 72' scaled.

Rear Yard - 25' min. - 29' scaled.

Side Yard - 25' by - right - 20.5' * can reduce side yard to 8' if
14' min left - 8' increase opp. side yard
need 25' - has 25'

(inspector must verify)

Projections - bulkhead 6' x 5.5'

Width of Lot - 65' min. - 65' given * inspector must verify

Height - 35' max - 24' scaled.

Lot Area - 6500 sq ft min. - 7614 sq ft given

Lot Coverage Impervious Surface - 35% = 2664.9 28 x 23.5 = 658

Area per Family - 6500 OK

steps 25 x 18 = 45
4 x 15 = 60
6 x 4 = 24

749 OK

Off-street Parking - 2 spaces required - 2 cars fit passed 25' setback.

Loading Bays - N/A

Site Plan - minor/minor - 2009-0066

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 2 - Zone X

* shared d.w. @ street.

* deeds for both properties shows shared access.

CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Building Copy

2009-0066
Application I. D. Number

8/5/2009
Application Date

New Single Family
Project Name/Description

Madd, LLC / Len Anderson
Applicant
543 Allen Ave, Portland, ME 04103
Applicant's Mailing Address

Consultant/Agent
Applicant Ph: (207) 233-1715 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

571 - 571 Allen Ave, Portland, Maine
Address of Proposed Site
399 E002001
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): ☒ New Building ☐ Building Addition ☐ Change Of Use ☒ Residential ☐ Office ☐ Retail
☐ Manufacturing ☐ Warehouse/Distribution ☐ Parking Lot ☐ Apt 0 ☐ Condo 0 ☐ Other (specify)
0

Proposed Building square Feet or # of Units Acreage of Site Proposed Total Disturbed Area of the Site Zoning

Check Review Required:
☐ Site Plan (major/minor) ☐ Zoning Conditional - PB ☐ Subdivision # of lots ☐ Design Review
☐ Amendment to Plan - Board Review ☐ Zoning Conditional - ZBA ☐ Shoreland ☐ Historic Preservation ☐ DEP Local Certification
☐ Amendment to Plan - Staff Review ☐ Zoning Variance ☐ Flood Hazard ☐ Site Location
☐ After the Fact - Major ☐ Stormwater ☐ Traffic Movement ☐ Housing Replacement
☐ After the Fact - Minor ☐ PAD Review ☐ 14-403 Streets Review ☐ Other

Fees Paid: Site Plan \$50.00 Subdivision Engineer Review \$250.00 Date 8/5/2009

Building Approval Status: Reviewer
☐ Approved ☐ Approved w/Conditions See Attached ☐ Denied

Approval Date Approval Expiration Extension to ☐ Additional Sheets Attached
☐ Condition Compliance signature date

Performance Guarantee ☐ Required* ☐ Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below
☐ Performance Guarantee Accepted date amount expiration date
☐ Inspection Fee Paid date amount
☐ Building Permit Issue date
☐ Performance Guarantee Reduced date remaining balance signature
☐ Temporary Certificate of Occupancy date ☐ Conditions (See Attached) expiration date
☐ Final Inspection date signature
☐ Certificate Of Occupancy date
☐ Performance Guarantee Released date signature
☐ Defect Guarantee Submitted submitted date amount expiration date
☐ Defect Guarantee Released date signature

PURCHASE AND SALE AGREEMENT - LAND ONLY

7-12-09 2009

7-12-09 2009 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between _____ ("Buyer") and
Edward R Dickhaut, Angela Summer Coggins ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all
☐ part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland
County of Cumberland, State of Maine, located at 571 Allen Ave. and
described in deed(s) recorded at said County's Registry of Deeds Book(s) 24545 32, Page(s) 573.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 40,000.00.
Buyer ☒ has delivered; or ☐ will deliver to the Agency within n/a days of the date of this offer, a deposit of earnest money in
the amount \$ 2,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the
above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not
result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be
delivered n/a. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall
constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon
delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Benchmark Residential and Investment Real Estat ("Agency") shall hold
said earnest money and act as escrow agent until closing; this offer shall be valid until July 13, 2009 (date)
12 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly
to Buyer. 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.

5. 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 August 6, 2009 (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 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller,
to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the
closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and
accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any
further obligations hereunder and any earnest money shall be returned to the Buyer.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. 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.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other)
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.

August 2008

Page 1 of 4 - P&S-LO

Buyer(s) Initials

Seller(s) Initials

Benchmark Residential And Investment RE 100 Congress, Portland ME 04101
Phone: (207) 450-5579 Fax: (207) 846-8865 Ed Dickhaut

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

571 Allen Ave

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: Zoning determination letter delivered to buyer with signed offer.

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation 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 investigation 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 investigation 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.

August 2008

Page 2 of 4 - P&S-I.O

Buyer(s) Initials

Seller(s) Initials

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

571 Allen Ave

11. FINANCING: This Agreement ☐ is ☒ is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
 - 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 _____ 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.
 - Buyer to provide Seller with loan commitment letter from lender within _____ 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 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.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) or (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 financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.
 - 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 this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Ed Dickhaut IV of Benchmark Residential and Investment is a ☒ Seller Agent ☐ Buyer Agent
Licensee of RE Agency ☐ Disc Dual Agent ☐ Transaction Broker

none of none is a ☐ Seller Agent ☐ Buyer Agent
Licensee of none 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.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

15. 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.

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

17. 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.

18. 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.

19. ADDENDA: ☐ Yes Explain: _____ ☐ No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

August 2008

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Buyer(s) Initials

Seller(s) Initials

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

571 Allen Ave

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators 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 entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

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 Revenue Services.

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

543 Allen Ave
Len Chelerson 7/21/09
BUYER manager for Maddy LLC BUYER DATE

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 Edward R Dickhaut 7-16-09 SELLER Angela Summer Higgins 7-21-09 DATE DATE

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



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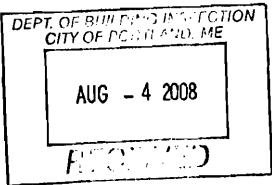
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571 Allen Ave

AM

Daniel J. Dalfonso, LLC
Professional Land Surveyor
87 A Ocean Street, Suite 202
South Portland, Maine 04106



Proposed Description for a Deed
Proposed Building Lot

A certain lot or parcel of land situated on the southerly side of Allen Avenue in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southerly sideline of Allen Avenue at an iron rod with survey cap #1172 marking the northwesterly corner of Lot 1693 on "Plan of the Pines, Section D" dated June 1976 and recorded in Cumberland County Registry of Deeds in Plan Book 17, Page 7;

Thence S 45° 47' 24" E along the westerly line of said Lot 1693 being along land now or formerly of Dorothea L. Winchester - 150.39 feet to an iron rod with survey cap #1261 on the northerly line of Lot 1664 on said "Plan of the Pines";

Thence S 74° 22' 53" W along the northerly line of said Lot 1664 and partially along the northerly line of Lot 1663 a distance of 75.19 feet to an iron rod with survey cap #1172;

Thence along land retained by the Grantors herein with the existing house at 571 Allen Avenue by the following four (4) courses and distances: N 45° 47' 24" W - 40.00 feet to an iron rod with survey cap #1172; thence N 44° 41' 25" E - 12.68 feet to an iron rod with survey cap #1172; thence N 32° 33' 13" W - 55.00 feet to an iron rod with survey cap #1172; thence N 67° 43' 03" W - 25.93 feet to an iron rod with survey cap #1172 on the southerly sideline of Allen Avenue;

Thence N 58° 01' 32" E along the southerly sideline of Allen Avenue - 21.02 feet to an angle point in said sideline;

Thence N 43° 56' 32" E along the southerly sideline of Allen Avenue - 29.00 feet to the point of beginning

Containing 7163.8 square feet, more or less.

Bearings are referenced to the 2008 magnetic meridian.

Being a portion of Lot 1694 on "Plan of the Pines, Section D" dated June 1926 and recorded in Cumberland County Registry of Deeds in Plan Book 17, Page 7 and being a portion of the premises described in the deed of Edward Dickhaut to Edward Dickhaut and Angela Summer Coggins dated October 22, 2004 and recorded in Cumberland County Registry of Deeds in Book 25545, Page 32.

AUG 19 2009

Doc# 48346 Bk:27164 Pg: 301

WARRANTY DEED

Know all Persons by these Presents that We, Edward Dickhaut and Angela Summer Coggins, of the City of Portland, State of Maine, in consideration of one dollar and other valuable consideration paid by **Tara L. Hilt**, whose mailing address is 1375 Forest Avenue Apt.D9, Portland, Me 04103 the receipt whereof we do hereby acknowledge and do hereby **give, grant, bargain, sell and convey** unto the said **Tara L. Hilt**, her heirs and assigns forever,

MAINE REAL ESTATE TAX PWD

A certain lot or parcel of land with the buildings thereon, situated on the southerly side of Allen Avenue in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southerly sideline of Allen Avenue at an iron rod with survey cap #1172 marking the northeasterly corner of Lot 1696 on "Plan of the Pines, Section D" dated June 1926 and recorded in Cumberland County Registry of Deeds in Plan Book 17, Page 7;

Thence N 58° 01' 32" E along the southerly sideline of Allen Avenue - 50.00 feet to an iron rod with survey cap #1172;

Thence along remaining land of the Grantor herein by the following four (4) courses and distances: S 67° 43' 08" E - 25.93 feet to an iron rod with survey cap #1172; thence S 32° 33' 13" E - 55.00 feet to an iron rod with survey cap #1172; thence S 44° 41' 25" W - 12.68 feet to an iron rod with survey cap #1172; and thence S 45° 47' 24" E - 40.00 feet to an iron rod with survey cap #1172 on the northerly line of Lot 1663 on said "Plan of the Pines";

Thence S 74° 22' 53" W along the northerly line of said Lot 1663 and along the northerly line of Lot 1662 and Lot 1661 a distance of 64.52 feet to the southeasterly corner of said Lot 1696;

Thence N 32° 33' 13" W along the easterly line of said Lot 1696 being along land now or formerly of Anthony A. Nataluk - 99.64 feet to the point of beginning.

Bearings are referenced to the 2008 magnetic meridian.

Being all of Lot 1695 and a portion of Lot 1694 shown on "Plan of the Pines Section D" dated June 1926 and recorded in Cumberland County Registry of Deeds in Plan Book 17, Page 7;

Meaning and intending to convey a portion of the premises described in the deed of Edward Dickhaut to Edward Dickhaut and Angela Summer Coggins dated

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October 22, 2004 and recorded in Cumberland County Registry of Deeds in Book 25545, Page 32. Reference is also made to a deed from John F. Carpenter, Trustee of the Trust Created Under the Will of Lloyd B. Carpenter to Edward Dickhaut dated October 27, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24537, Page 28.

Also conveying an easement for the purpose of ingress and egress and normal utilities across the existing driveway located at the northwest corner of the land described in a deed from Edward Dickhaut and Angela Summer Coggins to Madd LLC dated August 6, 2009 to be recorded herewith in the Cumberland County Registry of Deeds.


To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **Tara L. Hilt**, her heirs and assigns, to them and their use and behoof forever.

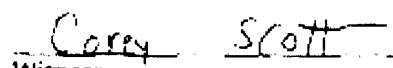
And we do **covenant** with the said Grantee, her heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances, that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will **warrant and defend** the same to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said **Edward Dickhaut and Angela**

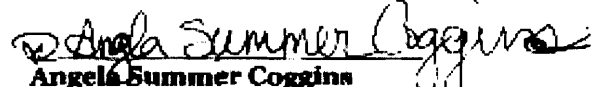
Summer Coggins, have hereunto set our hand and seal this 6th day of August, 2009.

Signed, Sealed and Delivered
in the presence of


Witness


Witness


Edward Dickhaut


Angela Summer Coggins

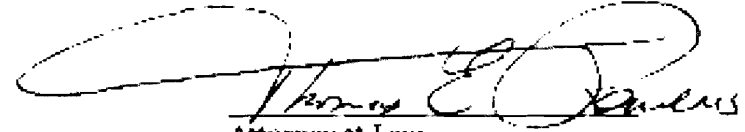
Doc#: 48346 Bk: 37164 Pg: 303

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

Dated: August 6, 2009

Personally appeared the above-named Edward Dickhaut and Angela Summer
Coggins and acknowledged the foregoing instrument to be their free act and deed.

Before me,


Attorney at LawPrinted name: Thomas E. Powers

Received
Recorded Register of Deeds
Aug 07, 2009 02:38:39P
Cumberland County
Pamela E. Lovins

Doc# 48348 &#127164 Pg: 313

AUG 19 2009

WARRANTY DEED

Know all Persons by these Presents that **We, Edward Dickhaut and Angela Summer Coggins**, of the City of Portland, State of Maine, in consideration of one dollar and other valuable consideration paid by **Madd LLC**, whose mailing address is 543 Allen Avenue, Portland, ME 04103 the receipt whereof we do hereby acknowledge and do hereby **give, grant, bargain, sell and convey** unto the said **Madd LLC**, its successors and assigns forever,

MAINE REAL ESTATE TAX PAD

A certain lot or parcel of land situated on the southerly side of Allen Avenue in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southerly sideline of Allen Avenue at an iron rod with survey cap #1172 marking the northwesterly corner of Lot 1693 on "Plan of the Pines, Section D" dated June 1976 and recorded in Cumberland County Registry of Deeds in Plan Book 17, Page 7;

Thence S 45° 47' 24" E along the westerly line of said Lot 1693 being along land now or formerly of Dorothea L. Winchester - 150.39 feet to an iron rod with survey cap #1261 on the northerly line of Lot 1664 on said "Plan of the Pines";

Thence S 74° 22' 53" W along the northerly line of said Lot 1664 and partially along the northerly line of Lot 1663 a distance of 75.19 feet to an iron rod with survey cap #1172;

Thence along land retained by the Grantors herein with the existing house at 571 Allen Avenue by the following four (4) courses and distances: N 45° 47' 24" W - 40.00 feet to an iron rod with survey cap #1172; thence N 44° 41' 25" E - 12.68 feet to an iron rod with survey cap #1172; thence N 32° 33' 13" W - 55.00 feet to an iron rod with survey cap #1172; thence N 67° 43' 03" W - 25.93 feet to an iron rod with survey cap #1172 on the southerly sideline of Allen Avenue;

Thence N 58° 01' 32" E along the southerly sideline of Allen Avenue - 21.02 feet to an angle point in said sideline;

Thence N 43° 56' 32" E along the southerly sideline of Allen Avenue - 29.00 feet to the point of beginning.

Bearings are referenced to the 2008 magnetic meridian.

Being a portion of Lot 1694 on "Plan of the Pines, Section D" dated June 1926 and recorded in Cumberland County Registry of Deeds in Plan Book 17, Page 7 and being a portion of the premises described in the deed of Edward Dickhaut to Edward Dickhaut and Angela Summer Coggins dated October 22, 2004 and recorded in Cumberland County Registry of Deeds in Book 25545, Page 32. Reference is also made to a deed from John F. Carpenter, Trustee of the Trust Created Under the Will of Lloyd B. Carpenter to Edward

Doc# 48348 Bk:27164 Pg: 314

Dickhaut dated October 27, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24537, Page 28.

The above described premises are conveyed subject to an easement for the purpose of ingress and egress and normal utilities across the existing driveway located at the northwest corner of the above described premises for the benefit of the parcel of land described in a deed from Edward Dickhaut and Angela Summer Coggins to Tara L. Hilt dated August 6, 2009 to be recorded herewith in the Cumberland County Registry of Deeds.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **Madd LLC**, its successors and assigns, to them and their use and behoof forever.


And we do **covenant** with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances, that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will **warrant and defend** the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.


IN WITNESS WHEREOF, We, the said **Edward Dickhaut and Angela Summer Coggins**, have hereunto set our hand and seal this 6th day of August, 2009.

*Signed, Sealed and Delivered
in the presence of*

Witness

Witness



Edward Dickhaut


Angela Summer Coggins