

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

## CITY OF PORTLAND

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING INSPECTION

PERMIT

Permit Number: 070453

PERMIT ISSUED

MAY 4 2007

CITY OF PORTLAND

This is to certify that HASHIMOTO KEN & MA T. COVIELLO ITS/S A Bur Struhas permission to Demo pool enclosureAT 1785 WASHINGTON AVE

372 A004001

provided that the person or persons firm or person accepting this permit shall comply with all of the provisions of the Statutes of the City 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 when permission procured before this building or part thereof is leased or occupied. 24 HOUR 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

5/4/07 *Cheryl S. R.*  
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

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

Permit No: 07-0453	Issue Date:	CBL: 372 A004001
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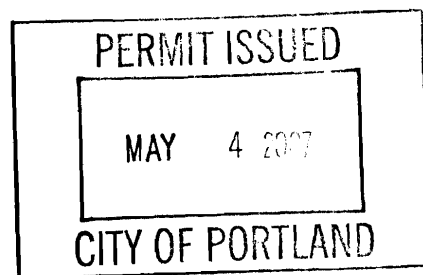
Location of Construction: 1785 WASHINGTON AVE	Owner Name: HASHIMOTO KEN & MARIE T C	Owner Address: 39 CLEMONS ST	Phone:
Business Name:	Contractor Name: S A Burner Structural	Contractor Address: 84 Hall St Windham	Phone: 2078381414
Lessee/Buyer's Name: Derek Burrow	Phone: 877-5489	Permit Type: Demolitions	Zone: R3

Past Use: Single Family	Proposed Use: Single Family Demo pool enclosure <i>remove pool</i>	Permit Fee: \$70.00	Cost of Work: \$4,600.00	CEO District: 5
Proposed Project Description: Demo pool enclosure <i>remove pool</i>		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-3 Type: SB IRC 2003 Signature: <i>5/4/07 [Signature]</i>	
		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: dmartin	Date Applied For: 04/27/2007	<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..

<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OR w/condition!</i> Date: <i>5/3/07 [Signature]</i>	<b>Zoning Appeal</b> <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: _____	<b>Historic Preservation</b> <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 <i>[Signature]</i> Date: _____
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**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> 07-0453	<b>Date Applied For:</b> 04/27/2007	<b>CBL:</b> 372 A004001
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<b>Location of Construction:</b> 1785 WASHINGTON AVE	<b>Owner Name:</b> HASHIMOTO KEN & MARIE T C	<b>Owner Address:</b> 39 CLEMONS ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> S A Burner Structural	<b>Contractor Address:</b> 84 Hall St Windham	<b>Phone</b> (207) 838-1414
<b>Lessee/Buyer's Name</b> Derek Burrow	<b>Phone:</b> 879-5489	<b>Permit Type:</b> Demolitions	

<b>Proposed Use:</b> Single Family Demo pool enclosure & remove in ground pool	<b>Proposed Project Description:</b> Demo pool enclosure & remove in ground pool
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 05/03/2007

**Note:****Ok to Issue:** 

- 1) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) 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:** Chris Hanson      **Approval Date:** 05/04/2007

**Note:****Ok to Issue:** 

- 1) The existing deck shall be inspected for adequate fasteners and bearing for spans, and modifications may be required
- 2) Demolition permit only. 12x22 deck may be moved to rear of blg as per note on plan on approved frost protection ie sono-tubes

**Comments:**

5/2/2007-amachado: Left message for the owner. Need right, title and interest since he appears to have purchased it recently.

5/3/2007-amachado: Received copy of purchase &amp; sales agreement.



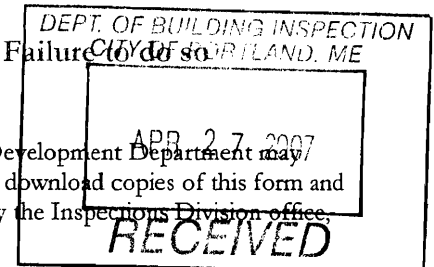
# Demolition of a Structure Permit Application

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: <u>1785 Washington Ave</u>		
Total Square Footage of Proposed Structure <u>N/A</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>372      A      004</u>	Owner: <u>Derick Burrow</u>	Telephone: <u>939 3598</u> <u>879 5489</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>S A Burner Structural</u> <u>84 Hall Rd Windham ME</u> <u>04062</u> <u>207-838-1414</u>	Cost Of Work: \$ <u>4,600</u> Fee: \$ <u>70.</u>
Current legal use: (i.e. garage, warehouse) <u>Pool Enclosure</u> If vacant, what was the previous use? _____ How long has it been vacant?: _____		
Project description: <u>Remove Pool Enclosure &amp; pool 24'x40'</u> <u>Fill VOID from Pool &amp; grade/soam &amp; seed</u> <u>NO BUILD BACK</u>		
Contractor's name, address & telephone: <u>Same as applicant</u>		
Who should we contact when the permit is ready: <u>Scott Burner</u> Mailing address: _____ Phone: <u>207 838 1414</u>		

Please submit all of the information outlined in the Demolition call list. Failure to do so will result in the automatic denial of your permit.

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](http://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 of applicant: <u>[Signature]</u>	Date: <u>04/27/07</u>
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**This is not a permit; you may not commence ANY work until the permit is issued.**

#2483

MAY - 3 2007

RECEIVED

February 4, 2007

## PURCHASE AND SALE AGREEMENT

\_\_\_\_\_, \_\_\_\_\_ Effective Date  
 Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Derek Burrow, Lelia DeAndrade ("Buyer") and  
Ken Hashimoto, Marlo Coniello ("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. 26 for explanation) the property situated in municipality of Portland,  
 County of Cumberland, State of Maine, located at 1785 Washington Ave. and  
 described in deed(s) recorded at said County's Registry of Deeds Book(s) 15756, Page(s) 195.

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, sump pump and electrical fixtures are included with the sale except for the following: NA.

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: NA.

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: Dishwasher, Disposal, Range-elect, Refrigerator.

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

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 223,500.00.  
 Buyer  has made; or  will make within 5 business days of the date of this offer, a deposit of earnest money in the amount  
 of \$ 2,500.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this  
 offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract.  
 Buyer agrees that an additional deposit of earnest money in the amount of \$ NA. will be paid  
NA. Failure by Buyer to make 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:

6. EARNEST MONEY/ACCEPTANCE: Coldwell Banker Res. Brokerage ("Agency") shall hold  
 said earnest money and act as escrow agent until closing; this offer shall be valid until February 5, 2007 (date)  
2:00  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.

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 March 23, 2007 (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 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.

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 at present, excepting reasonable use and wear. Buyer shall have the  
 right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the  
 same condition as on the date of this Agreement.

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) NA. 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 be paid by Buyer at 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 the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Licensee makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	j. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Habitat Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	p. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
i. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				s. Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. 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 in Buyer's sole discretion, 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 investigation(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 \$ NA.

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

- This Agreement is subject to Buyer obtaining a Conventional loan of 90.000 % of the purchase price, at an interest rate not to exceed Market % and amortized over a period of 30 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 5 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 showing that Buyer has secured the loan commitment within 21 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.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller'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 business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ NA toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

- 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 this paragraph shall be void.

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

Ken Hashimoto of Dan Anderson Real Estate is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

David Jackson of Coldwell Banker Res. Brokerage 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: Except as provided below, 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 subject to the jurisdiction of small claims court will be handled in that forum.

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.

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: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

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/had not malfunctioned within 180 days prior to closing.

24. 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. Licensee 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 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 closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: **It is agreed by both parties that once the sellers receive a commitment letter from the buyers' lender, the sellers will remove the pool and the outbuilding covering the pool and all debris from the property prior to closing. The remaining hole will be filled and level with current grading. Upon completion of removal buyers will have 2 days to review the work and reserve the right to delair the contrat null and void if not satisfactory with removal.**

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 \_\_\_\_\_ .

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
**Derek Burrow** **Lelia DeAndrade**

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 **Ken Hashimoto** \_\_\_\_\_ DATE \_\_\_\_\_ SELLER **Marlo Coniello** \_\_\_\_\_ 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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1785 Washingto





# Demolition Call List & Requirements

Site Address: 1785 Washington Ave  
Structure Type: Pool Enclosure

Owner: Derrick & Delia Burrow  
Contractor: S. A. Burner Structures

## Utility Approvals

Utility Approvals	Number
Central Maine Power	1-800-750-4000
Northern Utilities	797-8002 ext 6241
Portland Water District	761-8310
Dig Safe	1-888-344-7233

## Contact Name/Date

<u>Patti Drabke</u>	} 04/25
<u>Mark Allen</u>	
<u>Gordon Shoemaker</u>	
<u>Zen (NLN)</u>	

After calling Dig Safe, you must wait 72 business hours before digging can begin.

DPW/ Traffic Division (L. Cote)	874-8891
DPW/ Sealed Drain Permit (C. Merritt)	874-8822
Historic Preservation	874-8726
Fire Dispatcher	874-8576

<u>Maynard</u>	} 04/26
<u>Carrol Merritt</u>	
<u>Scott Hansen</u>	} 04/25
<u>Dispatcher Williams</u>	

## Additional Requirements

- 1) Written Notice to Adjoining Owners
- 2) A Photo of the Structure(s) to be demolished
- 3) Certification from an asbestos abatement company

DEP – Environmental (Augusta) 287-2651

Sandy Moody 04/26

U.S. EPA Region 1 – No Phone call required. Just mail copy of State notification to:

Demo / Reno Clerk  
US EPA Region I (SEA)  
JFK Federal Building  
Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above and attached all required documentation.

Signed: 

Date: 04/27/07

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)



Maine Department of Environmental Protection  
Lead & Asbestos Hazard Prevention Program  
17 State House Station, Augusta, Me 04333-0017  
Tel: (207) 287-2651 Fax: (207) 287-7826



### Building Demolition Notification Form (BDNF)

**Important Notice: Maine law requires the filing of this "Building Demolition Notification Form" prior to demolition of any building except a single-family home**

1) Building owners are required to provide this notification of the demolition of a building to the DEP at least 5 working days prior to the demolition. This notification is not required before the demolition of a single-family residence or related structure (e.g., garage, shed, barn). It is also not required if previous notification of the demolition has been provided to the DEP as part of an asbestos abatement project notification. *Demolition* means the tearing down or intentional burning of a building or part of a building.

2) Prior to demolition, building owners must determine if there is any asbestos-containing material(s) (ACM) in the building. An "asbestos inspection" by a DEP-licensed Asbestos Consultant is required for all buildings except single-family homes and residential buildings with 2-4 units built after 1980. In lieu of an asbestos inspection, pre-1981 residential buildings with 2-4 units can be surveyed to identify possible ACM by someone knowledgeable about ACM, such as a code enforcement officer or building inspector. If materials that may contain asbestos are found, then you can either assume they are ACM or hire a DEP-licensed Asbestos Consultant to test the materials.

3) Whenever more than 3 square feet or 3 linear feet of ACM is identified, the ACM must be abated in accordance with the *Maine Asbestos Management Regulations* by a DEP-licensed Asbestos Abatement Contractor. This includes materials presumed to be ACM. Check [www.state.me.us/dep/rwm/asbestos/index.htm](http://www.state.me.us/dep/rwm/asbestos/index.htm) for a listing of asbestos contractors.

Prior to issuing a local demolition permit, the DEP requests that municipalities have applicants for municipal demolition permits complete this form and fax it to the DEP at 207-287-7826. Municipalities should not issue local demolition permits if the required asbestos inspection or survey has not been performed and identified ACM removed.

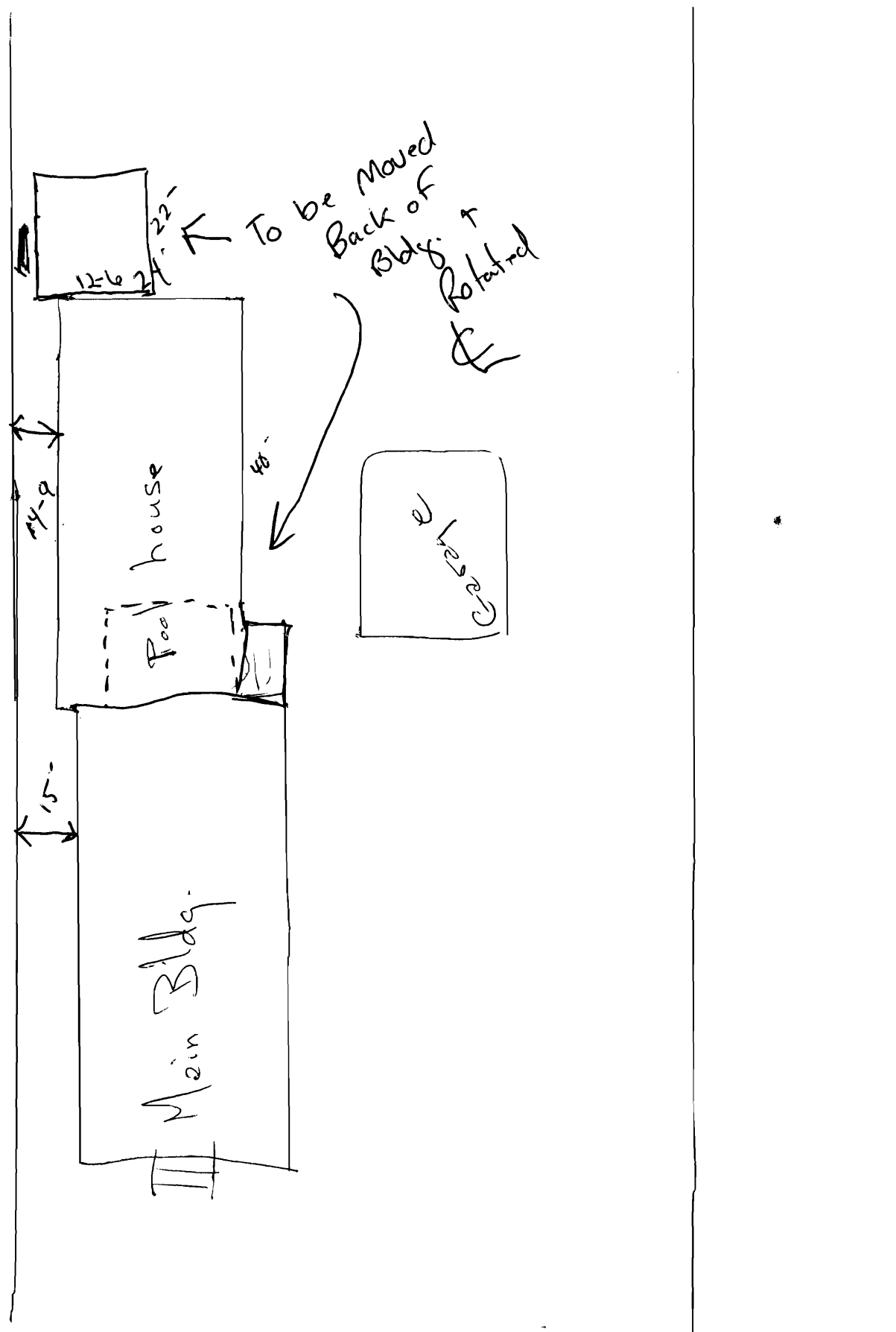
Were asbestos-containing materials found?  yes  no  no inspection or survey required (post-1980 2-4 unit)

property address: 1785 Washington Ave	building description: <input type="checkbox"/> pre-1981 residential with 2-4 units <input type="checkbox"/> post-1980 residential with 2-4 units <input checked="" type="checkbox"/> other: Single Family Dwelling
asbestos survey performed by: (name & address) Portland Diversified Services	asbestos inspection performed by: (name of licensed Asbestos Consultant) Portland Diversified Services
telephone: 856	telephone: 856 5660
property owner: (name & address) Derick Buraw	demolition contractor: (name & address) S.A. Burner Structural 84 Hall Windham Maine 04062
telephone: 879-5489	telephone: 207 838 1414
demolition start date: 04/29/07	demolition end date: 05/10/07

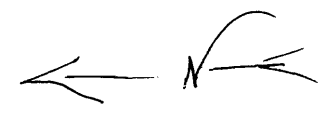
Scott Burner  
Notification Submitted by: (please print)

04/27/07  
Date Submitted

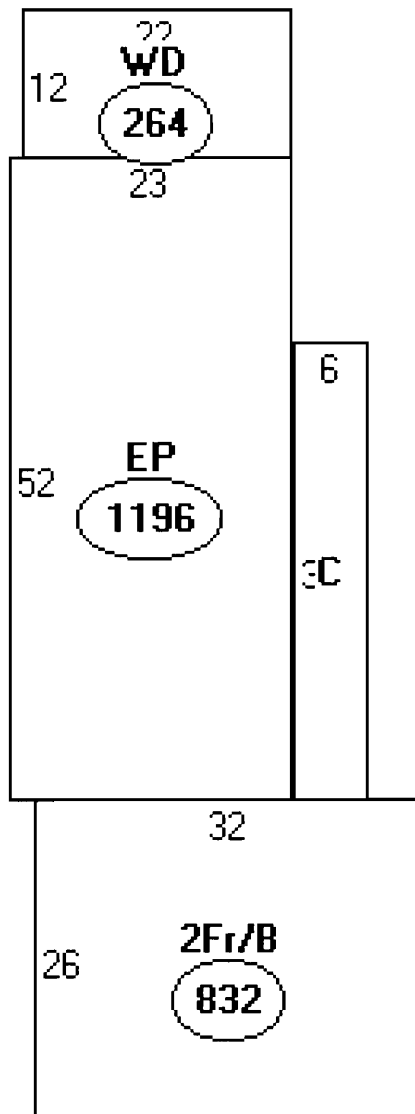
Help save Maine fisheries – Remove and recycle mercury thermostats and fluorescent lamps from your building prior to demolition!



1785  
Wash. Ave







Descriptor/Area

A: 2Fr/B  
832 sqft

B: EP  
1196 sqft

C: WD  
222 sqft

D: WD  
264 sqft

PART 7  
NORTH DEERING COMMONS  
(PARSONS POND)  
890,671 (total)  
NOTE: For further reference  
see Cumberland County Registry  
of Deeds, Declaration recorded  
in Bk 7414 Pg 282 Date 10/6/86

1  
141,603

71  
142,205  
(TOTAL)

TENNIS COURT

11  
454,766 (total)

33  
543,489 total

(TOTAL)  
366.02  
365.33  
N 16° 38' 18" W  
N 13° 31' W

7.2  
107,733



QUAKER LANE  
CONDOMINIUM

NOTE: For further reference  
see Cumberland County Registry  
of Deeds, Declaration recorded  
in Book Pg Date

2  
143,536

3  
22,034

4  
27,555

5  
37,206

6  
154,411

10  
27,866

8  
8,591

9  
19,552

14  
25,102

16  
16,400

18  
13,570

19  
14,944

15  
47,628

17  
18,766

SHEET 371-B

SHEET 373-A

SHEET 353-B

SHEET 352-C

WASHINGTON AVENUE

CITY OF PORTLAND  
ASSESSORS PLAN  
SCALE 1" = 50'

