

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

| | | | | | |
|--|------------------------------|---|---------------------------------|---|---------------------------|
| Location of Construction: 2244 Summitt Street | | Owner: Susan DiMauro | | Phone: 878-4993 | Permit No: 99037 1 |
| Owner Address: | | Lessee/Buyer's Name: | Phone: | BusinessName: | |
| Contractor Name: R.C. DiMauro Carpentry | | Address: 161 Tobey Road New Gloucester | | Phone: | |
| Past Use: 1-Family | Proposed Use: Same | COST OF WORK: \$ 20,000 | PERMIT FEE: \$ 120.00 | | |
| Proposed Project Description: New 10x24 addition to existing garage, w/interior renovations. | | FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied | INSPECTION: Use Group: Type: | Signature: <i>[Signature]</i> | |
| Permit Taken By: SP | | Date Applied For: 4-14-99 | | Zone: 2-3 CBL: 380A-A-024 | |

PERMIT ISSUED
APR 23 1999
CITY OF PORTLAND

Zoning Approval: *[Signature]*
 Shoreland
 Wetland
 Flood Zone
 Subdivision
 Site Plan, maj Minor Imm
Zoning Appeal
 Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation
 Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied

Date: _____

CEO DISTRICT **2**

- 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.

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

4-14-99

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

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

Inspection Services
Michael J. Nugent
Manager



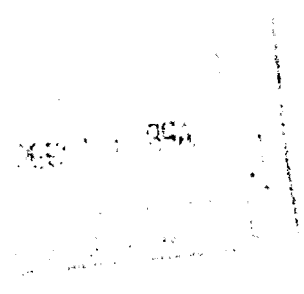
Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND



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

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



BUILDING PERMIT REPORT

DATE: 22 APRIL 1999 ADDRESS: 244 Summit ST. CBL: 380A-A-024

REASON FOR PERMIT: 10'x24' addition To garage

BUILDING OWNER: DiMauro, Susan

PERMIT APPLICANT: owner / Contractor R. C. DiMauro Carpentry

USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *2, *4, *8, *11, *12, *13, *27, *31, *32, *33, *34

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (68") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)

The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

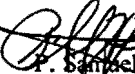
All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.

20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (the BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements.
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. The proposed deck 4x6" columns(pier) must be anchored to the footing.

35. _____
36. _____


Lt. McDougall, PFD
cc: Marge Schmuckal, Zoning Administrator

PSM 12-14-98

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

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

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

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

NOTEIf 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: 244 SUMMITT STREET FAIRBANK, ME 04103

| | | | |
|---|--|-------------------------------------|--|
| Tax Assessor's Chart, Block & Lot Number Chart# <u>380A</u> Block# <u>A</u> Lot# <u>084</u> | | Owner <u>SUSAN D. MAURO</u> | Telephone#: <u>878-1992</u> |
| Owner's Address: <u>244 SUMMITT STREET</u> | | Lessee/Buyer's Name (If Applicable) | Cost Of Work: Fee <u>\$20,000</u> <u>\$100</u> |
| Proposed Project Description: (Please be as specific as possible) <u>NEW KITCHEN REMODEL, NEW 10'x24' addition GARAGE ADDITION TO EXISTING</u> | | | |
| Contractor's Name, Address & Telephone <u>B.C. DIAMOND CARPENTRY, Bldg. 161 TOBY RD NEW GLENESIDE, ME</u> | | Rec'd By: | |

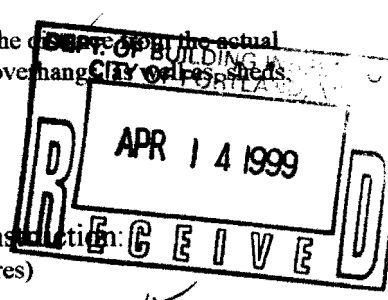
- Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.
- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
 - All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
 - All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
 - HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with your application:

- ✓ 1) A Copy of Your Deed or Purchase and Sale Agreement
- ✓ 2) A Copy of your Construction Contract, if available
- ✓ 3) A Plot Plan (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks



4) Building Plans (Sample Attached)

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

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

Certification

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

Signature of applicant: Susan D. Mauro Date: 4-12-99

Building Permit Fee: \$25.00 for the 1st \$1000.00 cost plus \$5.00 per \$1,000.00 construction cost thereafter.

LAND USE - ZONING REPORT

ADDRESS: 244 Summit St DATE: 4/22/99

REASON FOR PERMIT: 8'x16' deck, Addition between house and garage

BUILDING OWNER: Susan Di Mauro C-B-L:

PERMIT APPLICANT: R.C. Di Mauro Carpentry

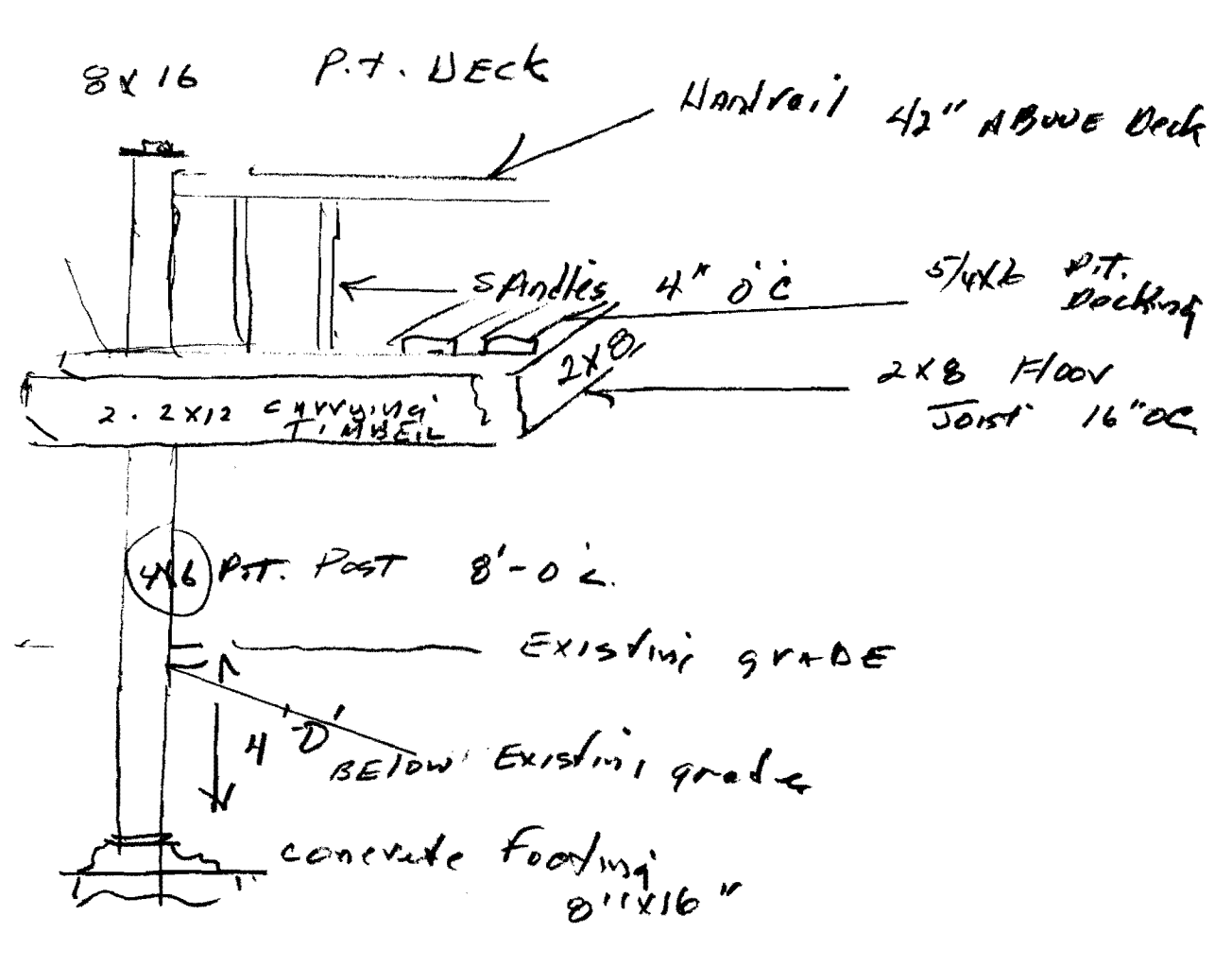
APPROVED: with conditions DENIED:

#1, #6, #10, #11

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the _____ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
11. Other requirements of condition It is understood that the rear garage addition is not included in this permit approval.

Marge Schmuckal Marge Schmuckal, Zoning Administrator



Deck

c/o

SUGAW Dimarud
 244 SUMMIT ST.
 PORTLAND, ME

CONTRACTORS INVOICE

R.C. Dimouro
Carpenter Builder Inc.
Box 298 Tobey Rd. New Gloucester ME
Tel. 926-4994

WORK PERFORMED AT:

TO: Susan D. Mauero
244 Summit Street
Portland, ME

SAUTE

DATE 4-12-99

YOUR WORK ORDER NO. 878-4993

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

- Build new addition 10'x24' w/4" Front Wall
Finished Floor to be 4" concrete, w/1/2" rigid insulation
... Exterior Walls to be 2x6 16" OC, 3" - 36" EFD Insul.
3- Windows (Glass 36x21 (1)) finished walls 1/2" Drywall
- Build new Kitchen approx 10'0" of counter space
Finished Walls and ceiling 1/2" Drywall
- Add 12'x14' to existing garage. Framing to be
2x4 16" OC Rafters 2x6 16" OC. Front Wall 18"
with 4" concrete floor over compacted gravel.
- Build 1- 8x16' deck attached to main house.
Framing to be 2x8 16" OC w/4x12' Composite timber
Rafters at 42" height, spikes 4" OC.

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 20,000

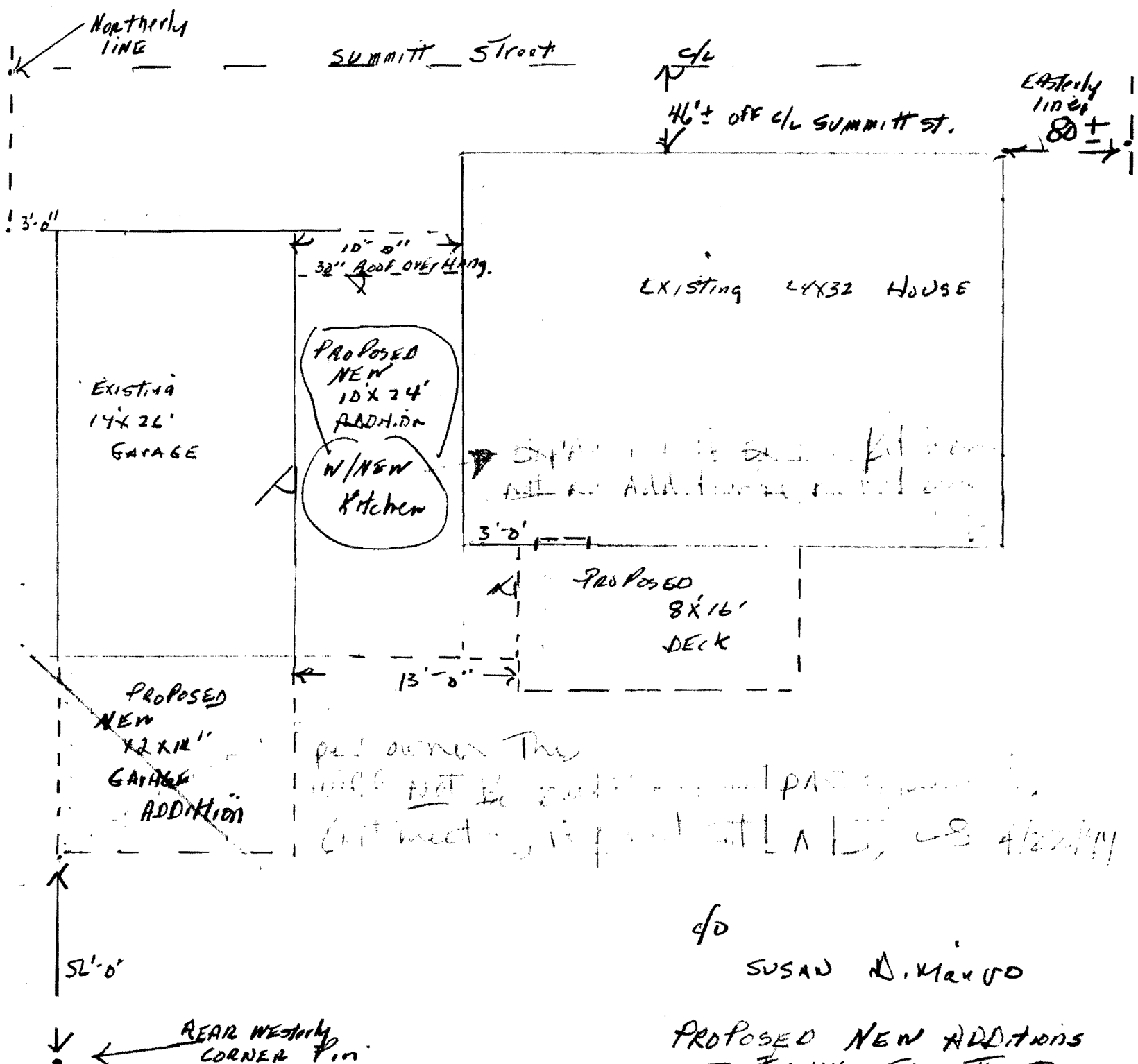
Twenty thousand x 4/100 Dollars (\$ 20,000).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

NC3822

Contractors Invoice



per owner this will NOT be subject to any PARS, etc. but meeting report at L.A.D., US 4/22/11

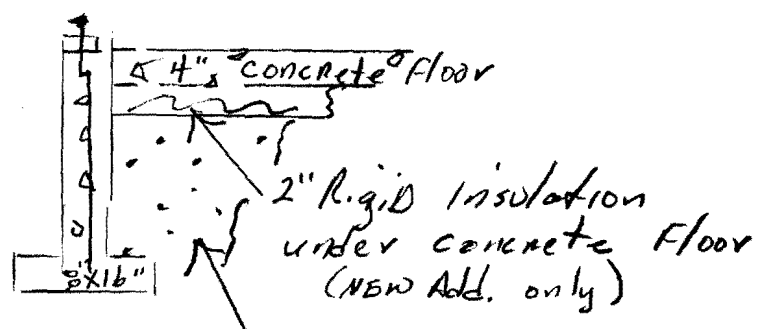
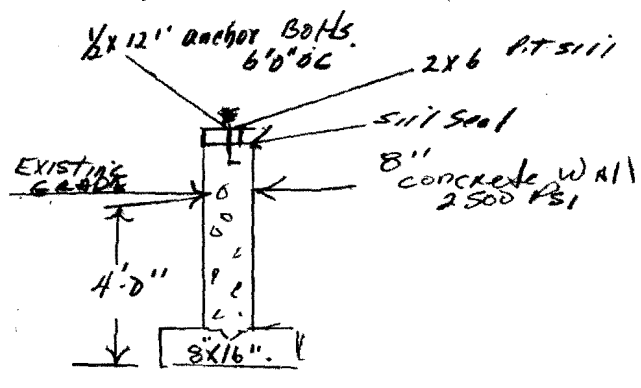
for
SUSAN D. MARINO

PROPOSED NEW ADDITIONS
TO #244 SUMMIT ST.
PORTLAND, ME

25' required in front & rear - 50' shown -

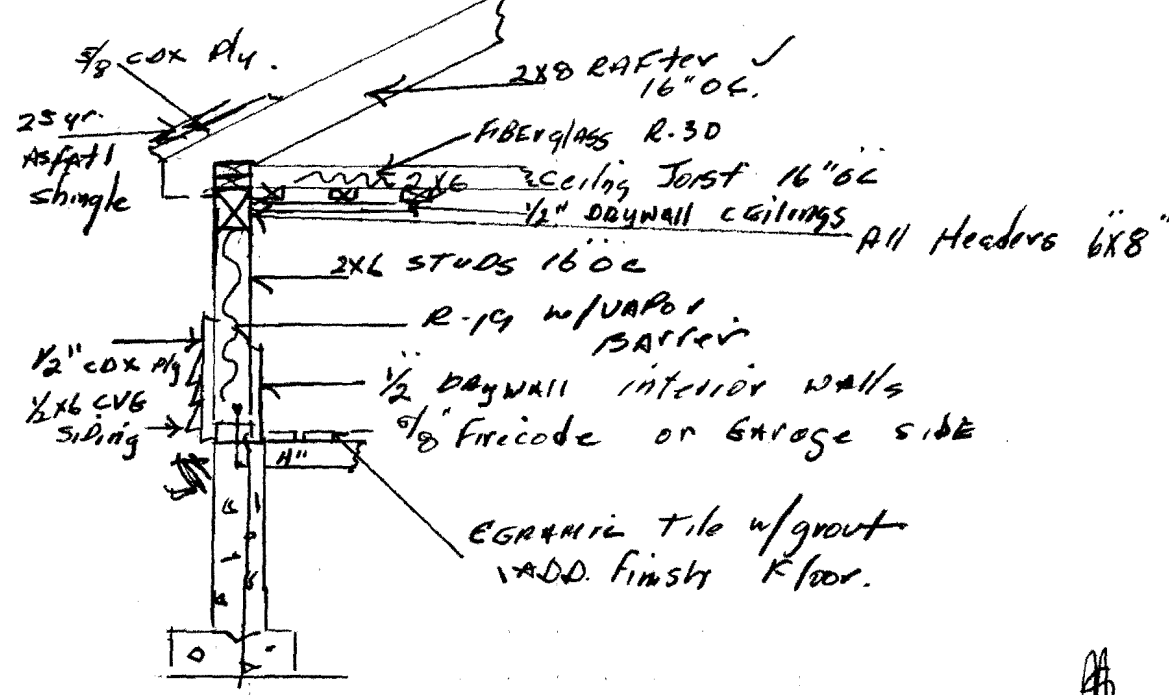
Frost Wall Detail
GARAGE & NEW Addition

#244 Summit St.
Portland, Me



FINE GRAVEL
COMPACTED 6" DEEP

TYP. WALL FRAMING



c/o SUSAN WILKINSON
244 SUMMIT ST.
PORTLAND, ME

PURCHASE AND SALE AGREEMENT

1. PARTIES. This agreement is made this ^{27th} day of July, 1998 between **John M. Flaherty** and **Mary C. Flaherty**, hereinafter collectively called BUYER, of 17 Sonnet Lane, Portland, Maine 04103 and **Susan J. DiMauro**, hereinafter called SELLER, of 17 Carriage Road, Cumberland Foreside, Maine.
2. DESCRIPTION. Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYER agrees to buy the following described premises: Land and dwellings located at 17 Carriage Road, Cumberland Foreside, Maine, as more particularly described in a deed dated November 18, 1997, and recorded in the Cumberland County Registry of Deeds in Book 13448, Page 193, being all of the property owned by the Seller at this address.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale are all improvements and fixtures located in or on the premises belonging to SELLER and used in connection therewith including, if any, in "as is" condition, all electrical fixtures, blinds, curtain rods, window shades, wall-to-wall carpeting, window treatments throughout, screen and storm windows and doors. The following items of personal property are included in the sale at no additional cost or value: Refrigerator and stove.
4. TITLE. Said premises are to be conveyed by a good and sufficient Warranty Deed from SELLER, conveying good and marketable title to the same, free from all encumbrances, except:
 - a. Usual public utilities servicing the premises, if any;
 - b. Such taxes for the current year as are not due and payable on the date of delivery of the Deed.
 - c. Other restrictions and easements of record, if any, which do not materially affect the value of intended use (single family dwelling) of the premises. However, should the title prove defective, then SELLER shall have a reasonable time (not to exceed 30 days, unless otherwise agreed to in writing) after written notice of such defects to remedy the title; after which time, if such defects are not corrected so that there is a merchantable title, then BUYER may, at BUYER'S option, withdraw said deposit and be relieved from all obligations thereunder.
5. CONSIDERATION. For such Deed and conveyance BUYER is to pay the sum of \$165,000, of which a Deposit of \$1000 has previously been paid by BUYER to SELLER, the receipt of which is hereby acknowledged by SELLER. The balance due of \$164,000 is to be paid in cash, or by certified or bank check, upon delivery of the Deed.
6. PERFORMANCE. The Deed is to be delivered and the consideration paid at a mutually agreeable place on or before August 27, 1998 at a time to be determined. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the Deed, use the purchase money or portion thereof to clear the title of any and all encumbrances or interests; and

all instruments so procured to clear the title shall be recorded prior to or simultaneous with the delivery of the Deed.

7. POSSESSION. Full possession of the premises, free of all tenants and occupants, is to be delivered to BUYER at the time of closing. The said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. SELLER also agrees that the premises will be delivered to the BUYER in "broomclean" condition. BUYER shall have the right to inspect the premises for compliance with this paragraph 24 hours prior to the delivery of the Deed.

8. MORTGAGE FINANCING. The obligation of the BUYER under this Agreement is subject to the Buyer obtaining a conventional loan for 80% of the purchase price at the prevailing lending rate. BUYER shall be obligated, however, to apply for such financing by July 30, 1998 and shall furnish SELLER with a commitment for said financing within ten days thereafter. If BUYER is unable to obtain said commitment for financing, BUYER may terminate this Agreement by giving SELLER written notice of BUYER'S intention to do so within the time period specified. Upon such termination, SELLER shall return to BUYER the earnest money deposit and the parties shall be relieved of all further obligations under this Agreement.

9. RIGHT TO INSPECT. BUYER is encouraged to seek information from professionals regarding any specific issues or concerns. This agreement is subject to a general building inspection within 14 days of the effective date of this Agreement.

All inspections will be done by inspectors chosen and paid for by BUYER. If the result of the inspection is reasonably unsatisfactory to BUYER, BUYER may declare the contract null and void by notifying SELLER in writing with a copy of the written inspection report within the specified number of days, and any earnest money deposit shall be returned to BUYER. If BUYER does not notify SELLER that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by BUYER. In the absence of the inspection(s) mentioned above, BUYER is relying completely on BUYER'S own option as to the condition of the property and hereby releases SELLER from any and all liability.

10. CASUALTY LOSS. In case of any damages to the premises by fire or other casualty and unless the premises shall previously have been restored to its former condition by SELLER, BUYER may, at BUYER'S option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that SELLER pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance covering such damage.

11. PRORATIONS. The following items shall be pro-rated as of transfer of the title: Fuel and real estate taxes for the fiscal year in the City of Portland. SELLER is responsible for any unpaid taxes for the prior year.

If the amount of said taxes is not known at the time of the delivery of the Deed, 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 the delivery of the Deed.

12. **DEFAULT.** If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by BUYER shall be forfeited by BUYER and retained by SELLER, and such retention of deposits shall in no way limit SELLER'S other rights or remedies, either at law or in equity, for BUYER'S default hereunder.

13. **BROKER.** All parties to this Agreement represent that no real estate broker is involved in this transaction, and that no commission is due on this transaction. In the event that any claim, cause of action, or real estate broker's lien is asserted against the property, BUYER and SELLER shall hold the other harmless from any such claims. Further, the party against whom such claim is made shall take such steps as are necessary in order to remove any attachment or liens filed as a result of any broker's claim. This provision shall survive the closing of this transaction.

14. **TRANSFER TAX.** The BUYER and SELLER will each pay transfer tax as required by the State of Maine.

15. **WITHHOLDING.** SELLER is a legal resident of the State of Maine. In the event SELLER is not a legal resident of the State of Maine and the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 5250-A requires 2.5% of the total consideration paid for the property to be withheld by the real estate escrow person who closes the transaction to be paid over the State Tax Assessor, unless a waiver is obtained from the Bureau of Taxation, Augusta, Maine.

16. **PRIOR STATEMENTS.** All representations, statements, disclosure forms and agreements hereto made between the parties are merged in this agreement which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by each other or on their behalf.

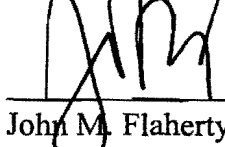
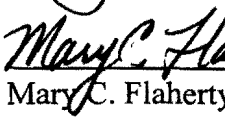
17. **NOTICE.** Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

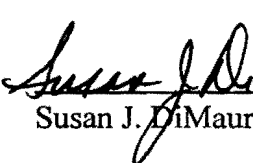
18. **CONSTRUCTION OF AGREEMENT.** This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a

written instrument executed by the parties hereto or their legal representatives. If two or more persons are named as SELLER or BUYER, their obligations hereunder shall be joint and several.

19. Time is of the essence for all terms of this contract.

A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. WHEN FULLY EXECUTED, THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

 07-25-98
John M. Flaherty S.S.# 007520151 Date Witness
 7-25-98
Mary C. Flaherty S.S.# 527-55-448 Date Witness

 005-50-1537 7-25-98
Susan J. DiMauro S.S.# Date Witness

Effective Date (Final Acceptance Date) 7-25-98

F:\DOCUMENT\CCT\DI\MAURO\PURCHASE.SAL