

Permitting and Inspections Department
Michael A. Russell, MS, Director

One- and Two-Family Addition/Alteration Checklist

(Including shed, deck, accessory structure, pool, change of use and amendment)

Applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- One- and Two-Family Additions/Alterations Checklist** (this form)
- A plot plan** drawn to scale, showing the shape and dimensions of the lot, shapes and dimensions of all existing and proposed structures including distance from property lines, location and dimension of all parking areas and driveways (required for any additions to the footprint or volume of the structure, any new or rebuilt structures or accessory detached structures)
- Proof of Ownership** (e.g. deed, purchase and sale agreement) if the property was purchased within the past six months

Applications for pools shall also include the following:

- na* **A complete set of plans** with structural details, dimensions and a cross section showing the slope and depth ratios (for in-ground pools)
- na* **Design specifications** from the manufacturer (for above ground pools)
- na* **Details of required barrier protection** including the design of fencing, gates, ladders or audible alarms (if applicable), and showing the location and construction detail for all features. This information can often be obtained from the manufacturer.

Applications for sheds for storage only and 200 square feet or less shall also include the following:

The length, width and height of the structure as described in:

- na* A copy of the brochure from the manufacturer; or
- na* A picture or sketch/plan of the proposed shed/structure

Applications for additions, alterations and detached accessory structures shall also include the following information per the IRC 2009 (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

NOTE: All plan shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions.

- Floor plans with dimensions - existing and proposed
- na* Elevations with dimensions - existing and proposed
- na* Foundation plan with footing/pier (sonotube) size and location
- na* Cross sections with framing material (foundation anchor size/spacing, rebar, drainage, damp proofing, floors, walls, beams, ceilings, rafters etc.)
- Detail new wall/floor/ceiling partitions including listed fire rated assemblies and continuity
- Window and door schedules including dimensions, and fire rating
- Stair details, including dimensions of rise/run, head room, guards/handrails, and baluster spacing
- Insulation (R-factors) of walls, ceilings and floors and the heat loss (U-factors) of windows
- Indicate location of egress windows and smoke/carbon monoxide detection
- Deck construction including pier layout, framing, fastenings, guards, handrails, and stair dimensions *existing deck. Handrails only.*

Separate permits are required for internal & external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems and appliances.

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Acknowledgment of Code Compliance Responsibility – Fast Track Project

I, Matt Watters am the owner or **authorized owner's agent** of the property listed:
Print Legal Name

15 Morningstar Lane I am seeking a permit for the construction/installation of:
Physical Address (of property for permit)

Completion of interior of single family home with ADU

Proposed Project Description

I understand that the permits obtained pursuant to this acknowledgement of code compliance responsibility will be in my name and that I am acting as the **general contractor** for this project. I accept full responsibility for the work performed.

I am submitting for a permit authorized by the State of Maine Uniform Building and Energy Code (MUBEC), Fuel Board Laws and Rules and all locally adopted codes and standards applying to Plumbing, Electrical, Fire Prevention and Protection in anticipation of having it approved or approved with conditions. I have read the following statement and understand that failing to comply with all conditions once construction is begun may necessitate an immediate work stoppage until such time as compliance with the stipulated conditions is attained. I certify that I have made a diligent inquiry regarding the need for concurrent state or federal permits to engage in the work requested under this building permit, and no such permits are required or I will have obtained the required permits prior to issuance of this permit. I understand that the granting of this permit shall not be construed as satisfying the requirements of other applicable Federal, State or Local laws or regulations, including City of Portland historic preservation requirements, if applicable. I understand and agree that this permit does not authorize the violation of regulations. In addition, I understand and agree that this building permit does not authorize the violation of the **12 M.R.S. §12801 et seq. - Endangered Species.**

I certify under penalty of perjury and under the laws of the State of Maine the foregoing is true and correct. I further certify that all easements, deed restrictions, or other encumbrances restricting the use of the property are shown on the site plans submitted with this application.

I hereby apply for a permit as a OWNE of the below listed property and by so doing will assume
(Owner or Owner agent)
responsibility for compliance with all applicable codes, bylaws, rules and regulations.

I further understand that it is my responsibility to schedule inspections of the work as required and that the City's inspections will, at that time, check the work for code compliance. The City's inspectors may require modifications to the work completed if it does not meet applicable codes. MW (INITIAL HERE)

Sign Here: Date: 6-26-18
(Owner or Owner's Authorized Agent)

PLEASE ALSO FILL OUT AND SIGN SECOND PAGE

PERMIT # _____

CBL # _____

This is not a permit, or permit application; you may not commence ANY work until the permit is issued.



Acknowledgment of Code Compliance Responsibility – Fast Track Project

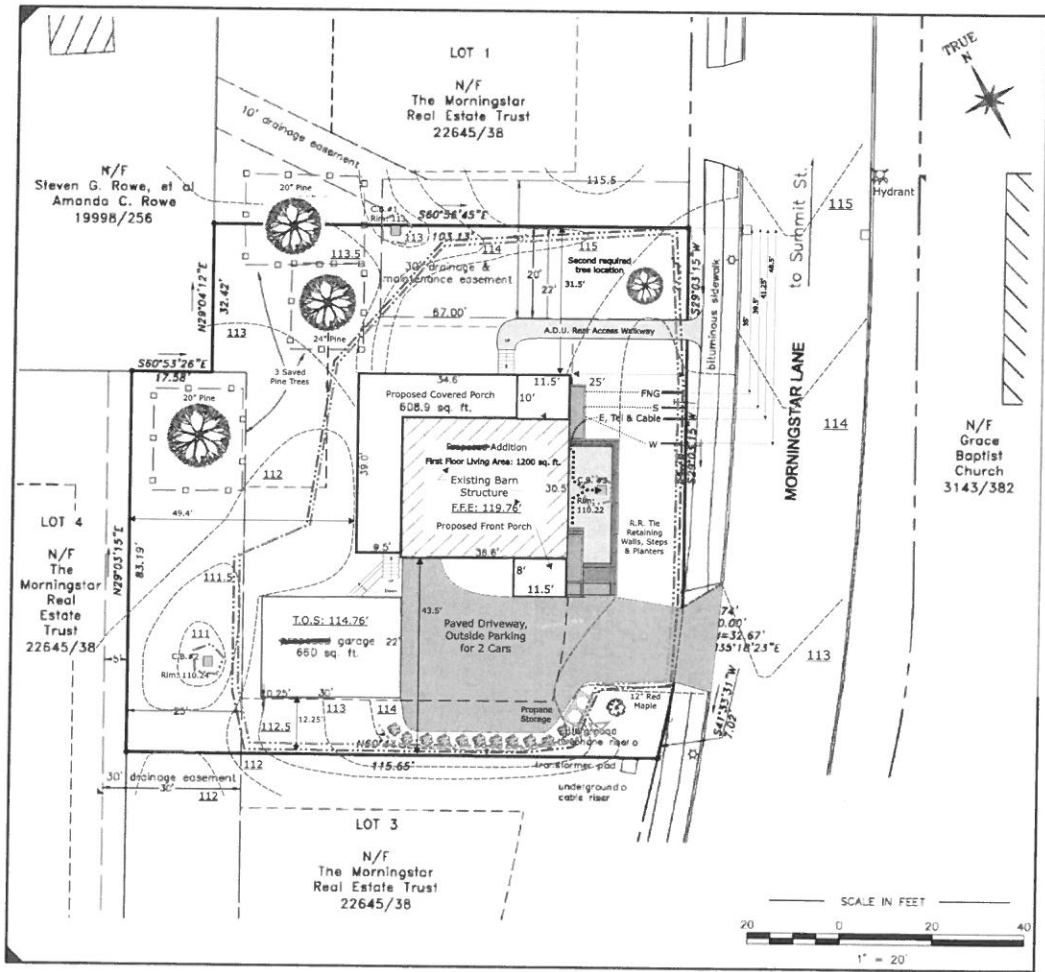
THIS PROJECT IS ELIGIBLE FOR FAST TRACK PERMITTING BECAUSE IT IS IN THE FOLLOWING CATEGORY / CATEGORIES (CHECK ALL THAT APPLY):

- One/Two Family Swimming Pools, Spas or Hot Tubs
- One/Two Family Decks, Stairs and Porches (attached or detached) First Floor Only
- One/Two Family Detached 1 Story Accessory Structures (garages, sheds, etc.) not to exceed 600sq ft with no habitable space
- Home Occupations (excluding day cares)
- One/Two Family Renovation/Rehabilitation (within the existing shell)
- Attached One /Two Family Garages /Additions/Dormers bearing the seal of a licensed design professional
- New *Sprinklered* One and Two Family Homes (bearing the seal of a licensed design professional stating code compliance) – **MUST STILL RECEIVE LEVEL 1 SITE PLAN APPROVAL FROM PLANNING**
- One/Two Family HVAC (including boilers, furnaces, heating appliances, pellet and wood stoves)
- Interior office renovations with no change of use (no expansions; no site work; no load bearing structural changes are eligible) bearing the seal of a licensed design professional stating code compliance
- Interior Demolition with no load bearing demolition
- Amendments to existing permits
- Commercial HVAC systems (with structural and mechanical plans bearing the seal of a licensed design professional stating code compliance)
- Commercial HVAC for Boilers/Furnaces/Heating Appliances
- Commercial Signs or Awnings
- Exterior Propane Tanks
- Residential or Commercial Subsurface Waste Water Systems (No Rule Variance Only)
- Renewal of Outdoor Dining Areas
- Temporary Outdoor Tents and stages under 750 sq. ft. per tent or stage
- Fire Suppression Systems (Both non-water and water based installations)
- Fences over 6'-0" in height
- Site work only
- Retaining walls over 4ft in height with stamped plans (or approval from inspection staff)

I understand that if the property is located in a historic district this application will also be reviewed by Historic Preservation. I further understand that the Dept. of Permitting & Inspections reserves the right to deny a fast track eligible project.

Sign Here: *M. M. [Signature]* Date: 6-26-18
Owner or Owner's Authorized Agent

This is not a permit, or permit application; you may not commence ANY work until the permit is issued.



Site Plan

2

Scale: 1"=20'

- 1) Plan References: 3rd Amended PLAT of the "Morningstar Lane" Subdivision, dated: 5.7.2007 CCRD Book: 213, Page: 466
- 2) Lot: As described in deed referenced in CCRD Doc. # 31143, Book: 30702, Pgs: 82,83
- 3) Private Drainage Easements: As described in deed referenced as "Exhibit A" in CCRD Doc. # 31143, Book: 30702, Pgs: 84,85 (See pgs 16, 17 for text)
- 4) Elevations: Dimensions reference city datum.
- 5) Zoning: R-2
- 6) Soil Type: From NRCS chart: "Bub"-- gravelly clay loam- woodland
- 7) Parcel Area: 13,341 sq. ft.

Legend:

- Parking Screening - White Cedar
- Catch Basins, Private, with Rim Elevations
- Grades
- Paved with Perivious Pavers
- Paved with Bituminous Concrete
- Limits of Building Envelope
- Erosion Control
- Limits of soil disturbance
- Soil berm to redirect stormwater runoff
- Foundation underdrain

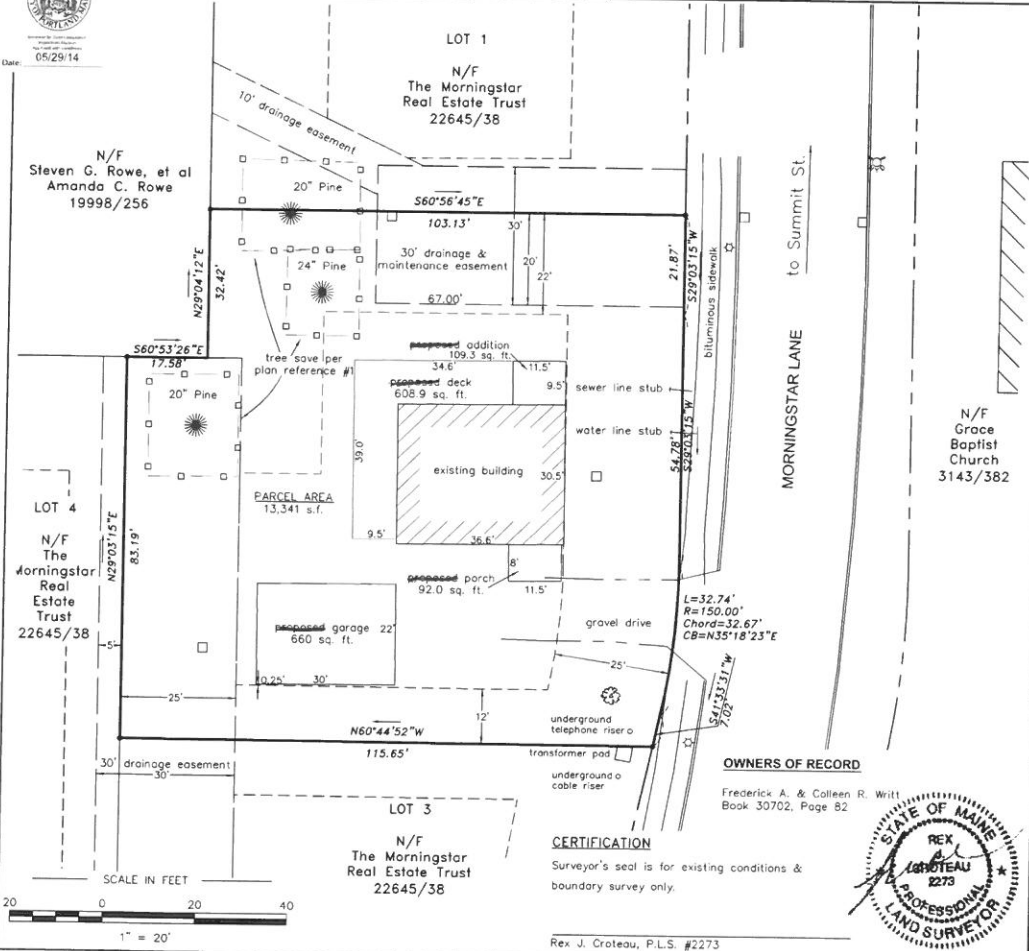
Revisions

Date	Description
4/24/14	Added exterior stairways, moved propane storage location, changed basement access from rip-rap to railroad ties.
4/30/14	Zoning, soil type, distances from structures to property lines, foundation drain outlet, diversion swale on parking area, ground floor area, erosion control, second tree, limits of site disturbance, total land area, exact utility locations w/ dimensions
5/23/14	Added perimeter erosion control measures, added utility connection paths to structure.

Owners: Frederick A. & Colleen R. Witt
 Contact Telephone #: 207-653-5347
 Residence & A.D.U. at 15 Morningstar Lane, Portland, ME 04103



Date: 05/29/14



LEGEND

- Property line (locus)
- Property line (abuffer)
- Right of way line
- Easement line
- Setback line
- Edge of gravel
- Curb
- Lamp or light pole
- Fire hydrant
- Catch basin (square)
- Deciduous tree
- Coniferous tree
- Existing building

- NOTES**
- 1) Book and Page references are to the Cumberland County Registry of Deeds.
 - 2) Bearings are referenced to true north, plan reference #1.
 - 3) Utility information on this plan is approximate, based on location of visible features. DigSafe and/or the appropriate utilities should be contacted prior to any construction.
 - 4) Project area was covered by snow and ice at the time of the survey and some features may have been obscured and not shown on this plan.
 - 5) Morningstar Lane is in the street acceptance process, acceptance is pending.
 - 6) Elevations based on City of Portland datum derived from the 3' offset monument at the corner of Jackson Street and Auburn Street, elevation=140.44 as supplied by the City of Portland Public Services. Project bench mark: nail in utility pole #5 on the northside of Summit Street, elevation= 116.50.
 - 7) Property lies within Zone X based on FIRM Community #230051 Panel #0002 C, dated December 8, 1998. It does not lie within a special flood hazard area.

- PLAN REFERENCES**
- 1) Plan of Third Amended Recording Plat of Morningstar Lane prepared for Morningstar Real Estate Trust by Stantec Consulting Services, Inc. dated May 7, 2007, revised through March 31, 2008 and recorded in Plan Book 213, Page 466.

Rev. 1	04/28/14	notes 6 and 7, Parcel Area	RJC
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PLAN OF
Boundary Survey
 Lot 2, Morningstar Lane
 Portland, Maine

MADE FOR
Frederick A. & Colleen R. Witt
 93 Mast Road
 Falmouth, Maine

JOB #200091	DATE: Feb. 13, 2014	SCALE: 1" = 20'
BOOK #522		
G:LP/200091/Lot 2.dwg	133 Gray Road, Falmouth, Maine 04105 (207)797-9199 www.titcombsurvey.com	
FILE #8326		

OWNERS OF RECORD
 Frederick A. & Colleen R. Witt
 Book 30702, Page 82



CERTIFICATION
 Surveyor's seal is for existing conditions & boundary survey only.

Rex J. Croteau, P.L.S. #2273



Warranty Deed (Maine Statutory Short Form)

DLN: 1001840030476

KNOW ALL PERSONS BY THESE PRESENTS THAT, WE, **Frederick A. Writt and Colleen R. Writt**, with a mailing address of 93 Mast Road, Falmouth, Maine 04105, for valuable consideration paid, by **Dianne R. Watters and Matthew L. Watters**, with a mailing address of 120 Douglass Street, Portland, Maine 04102, the receipt and sufficiency whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said **Dianne R. Watters and Matthew L. Watters**, their heirs and assigns, with **WARRANTY COVENANTS**, as joint tenants, a certain lot or parcel of real property, with the buildings thereon, situated in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

PROPERTY DESCRIBED IN "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey the premises conveyed to Frederick A. Writt and Colleen R. Writt, as joint tenants, by virtue of a deed dated May 2, 2013 and recorded in the Cumberland County Registry of Deeds at Book 30702, Page 82.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Witness our hands and seals this 21 day of June, 2018.

WITNESS

Frederick A. Writt
Frederick A. Writt

WITNESS

Colleen R. Writt
Colleen R. Writt

STATE OF MAINE COUNTY OF CUMBERLAND

Personally appeared before me on this 21 day of June, 2018 the above named Frederick A. Writt and Colleen R. Writt and acknowledged the foregoing instrument to be their free act and deed.

Jenilee Rose Bryant
State of Maine
Notary Public
Commission Expires:
September 16, 2021

Jenilee Rose Bryant
Notary Public/Attorney At Law

Jenilee Rose Bryant
Print Name



EXHIBIT A

A certain lot or parcel of land, with any buildings thereon, situated on a proposed public way known as Morningstar Lane in the City of Portland, County of Cumberland and State of Maine, being Lot 2 as depicted upon plan entitled "Morningstar Land, Summit Street, Portland, Maine" prepared for Morningstar Real Estate Trust, 9 Carraigie Street, Portland, Maine 04012" dated June 6th, 2008, recorded July 13th, 2009, Cumberland County Registry of Deeds, Plan Book 209, Page 204.

EXCEPTING AND RESERVING to the Grantor herein, however, the fee interest in and to the road depicted on the Plan as Morningstar Lane, which it dedicates and offers and intends to convey to the City of Portland.

The above-described premises are conveyed subject to the rights, easements, covenants, conditions, restrictions and obligations set forth in the following instruments recorded in the Cumberland County Registry of Deeds:

1. For Lot 1: A Drainage Easement over Lots 1 and 2 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association recorded in the Cumberland County Registry of Deeds and a Drainage Easement from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to G. Steven and Amanda C. Rowe, dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 24.
2. For Lot 2: A Drainage Easement over Lots 1 and 2 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association recorded in the Cumberland County Registry of Deeds; a Drainage Easement from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to G. Steven and Amanda C. Rowe, dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 24; and a Drainage Easement over Lots 2, 3 and 4 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association recorded in the Cumberland County Registry of Deeds.
3. For Lot 3: A Drainage Easement over Lots 2, 3 and 4 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association recorded in the Cumberland County Registry of Deeds.
4. For Lot 4: A Drainage Easement over Lots 2, 3 and 4 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association recorded in the Cumberland County Registry of Deeds.
5. For Lots 5 and 6: A Drainage Easement over Lots 5 and 6 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association recorded



in the Cumberland County Registry of Deeds; and a Sewer Easement over Lots 5 and 6 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the City of Portland, dated recorded in the Cumberland County Registry of Deeds.

6. For Lots 7 and 8: A Drainage Easement over Lots 7 and 8 from Virginia D. Elliott, Trustee of The Morningstar Real Estate to the City of Portland recorded in the Cumberland County Registry of Deeds.

7. For Lot 10: An Easement Deed for a pedestrian easement from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to Portland Trails, dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 19.

8. For all Lots 1 through 10: A Stormwater Drainage System Maintenance Agreement between Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust and the City of Portland; and an Easement and Easement Consent Agreement dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26192, Page 307, by and among: Lawrence I. Wing and Carol A. Wing, Robert H. Laing and Julie P. Grant, the City of Portland, and the Declarant, to construct, install, use, operate, maintain, repair and replace a stormwater and drainage management system within the City of Portland's Drainage Easement located on the Wings and Laing and Grant parcels to benefit the Morningstar Lane Subdivision as shown on the Plan.

9. Drainage Easement Deed granted to Morningstar Lane Property Owners Association to be recorded in the Cumberland County Registry of Deeds.

This conveyance is also made SUBJECT to and with the benefit of the covenants, conditions, restrictions and easements, set forth in that certain General Declaration of Covenants, Restrictions and Easements dated July 7, 2008, and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 1, as the same may be further amended and/or supplemented from time to time (the "Declaration").

This conveyance is also made SUBJECT to and with the benefit of the terms and conditions of the Bylaws of the Morningstar Lane Property Owners Association, so long as they shall be in effect, as the same may be amended from time to time.

This conveyance is also made SUBJECT to and with the benefit of such state of facts, notes and conditions as are shown on that certain plan attached hereto as Exhibit B and made a part hereof and on that certain amended plan entitled "Final Subdivision Plan: Morningstar Lane: Summit Street, Portland, Maine: Prepared for Morningstar Real Estate Trust: 9 Craigie Street, Portland Maine 04102," prepared by Stantec Consulting Services, Inc., dated May, 2007, last revised March 31st, 2008, and recorded in the Cumberland County Registry of Deeds in Plan Book 209, Page 204, (the "Plan"), and any accompanying plans submitted to the City of Portland in connection with the approval for the Morningstar Lane Subdivision, as the same may be amended from time



to time. Without limiting the foregoing, Grantor expressly reserves title to "Morningstar Lane" as shown on said Plan.

This conveyance is also made SUBJECT to any and all rights, restrictions and encumbrances of record.

For each Lot, this Exhibit will consist of a Plot plan for the Lot, drawn to scale. In addition:

-For Lots 5 through 10, that Plot plan shall specify the location of the stream buffer or wetland on that Lot, as required by DEP Tier 1 Approved Special Condition.

-For Lots 5 through 10, the Plot plan shall show the location of FENO markers placed on the Lot in accordance with Tree Save & Vegetation Protection Note 2 on the recording Plan.

-For Lots 1, 2, 3, and 4, the Plot plan will repeat recording Plan Tree Save/Protection Areas Note 1 regarding the Tree Save/Protection Areas.

-For Lots 5 through 10, the Plot plan will repeat recording Plan Tree Save & Vegetation Protection Note 3 regarding the Tree Save/Vegetation Protection Area.

The Plot plan for each Lot will show any individual tree saves on that Lot that become part of the Tree Save/Protection Areas as defined by Section 2.13 of the General Declaration of Restrictions, Covenants and Easements.



08/01/2018

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

November 28, 2017
Offer Date

Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Dianne R Watters, Matthew L Watters ("Buyer") and Frederick A Wrutt, Colleen R Wrutt ("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 15 Morningstar Lane and described in deed(s) recorded at said County's Registry of Deeds Book(s) 30702 82, Page(s) ALL ---.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, landscaping, and N/A are included with the sale except for the following: N/A.
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A.

4. PERSONAL PROPERTY: The following items of personal property as viewed on November 19, 2017 are included with the sale at no additional cost, in "as is" condition with no warranties: All Building Materials onsite.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 300,000.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ 1,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A.
If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. ESCROW AGENT/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 1, 2017 (date) 6:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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 See Addendum 1 (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 may terminate this Agreement 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.

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.

Revised 2017

Page 1 of 4 - P&S

Buyer(s) Initials DRW

Seller(s) Initials MW



08/01/2018

11. FUEL/UTILITIES/PRORATIONS: Buyer shall shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount for fuel, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) Any unknown fees. The day of closing is counted as a Seller day. 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. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 15 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, without limitation, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement 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 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.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within --- days. Yes No

13. 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 regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within --- days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than --- days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.

is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a Construction Loan loan of 80.000 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 7 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. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have 7 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. 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. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ -0- toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds 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.

Construction Costs Plus

DS DRW

DS MW

DS DRW

DS MW



Reviewed for Code Compliance
Permitted Inspections Department
Approved with Conditions

08/01/2018

John Hatcher/Andrew Newman (001628) of Keller Williams Realty (2799)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Bridget King/Jason Miller (016817) of Portside Real Estate Group (2799)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent 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.

16. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the 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.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), 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 failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

19. 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.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

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

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party 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 observed Maine State/Federal holidays. 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.

24. 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 disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No Explain: Addendum 1 to the agreement

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

26. OTHER CONDITIONS: This agreement is subject to the property appraising at or above the purchase price plus construction amount to support a LTV of 80% otherwise, buyer may deem this contract null and void and all earnest money shall be returned to buyer or buyer may renegotiate with seller to purchase property for other agreed upon amount.

Handwritten initials: DRW and MW



Reliance on Compliance
Permitting and Inspections Department
Approved with Conditions
08/01/2018

27. GENERAL PROVISIONS:

- a. 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.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to prepay capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. 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.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is 120 Douglass Street, Portland, ME 04102

Dianne R Watters 11/28/2017 M. W. 11/28/2017

BUYER ID: 5B6D9F443... DATE BUYER ID: 02B339430... DATE

Dianne R Watters Matthew L Watters

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 Frederick A Wrutt DATE _____ SELLER Colleen R Wrutt 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 closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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Addendum 1 to Agreement

Addendum to contract dated November 28, 2017

between Frederick A Witt, Colleen R Witt (hereinafter "Seller")

and Dianne R Watters, Matthew L Watters (hereinafter "Buyer")

property 15 Morningstar Lane, Portland, ME 04103

Sellers and Buyers agree to the following:

1. Sellers to leave all building materials currently at the property.
2. Buyers will hire and pay for new interior house plans with Accessory Dwelling Unit AKA "ADU" to be located in the basement.
3. Once buyers acquire updated interior and basement ADU plans, sellers will provide letter or similar authorizing the buyers to represent 15 Morningstar Lane in order to obtain approvals through the Zoning Board of appeals for a conditional use approval for the ADU in the basement.
4. If the interior house plan and new basement ADU plan is denied by the City of Portland and no other modification is acceptable to the buyers, this agreement will become null and void and all earnest money will be returned to the buyers.
5. Once the buyers have final approval for the updated interior house and basement ADU plans in writing from the City, the buyers will notify their lender and close within 30 days of written city approval or sooner if agreed to by both parties.
6. Portside Real Estate Group shall be compensated 2.5% of the purchase price at time of closing.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:

 Buyer Dianne R Watters 11/28/2017
74737D5B6D9F443... Date

Seller _____ Date _____
 Frederick A Witt

DocuSigned by:

 Buyer Matthew L Watters 11/28/2017
7E401F02B339430... Date

Seller _____ Date _____
 Colleen R Witt



Residential Client Synopsis

Reviewed for Code Compliance
 Permitting and Inspections Department
 Approved with Conditions
08/01/2018

15 Morningstar Lane, Portland, Maine 04103-4406

MLS#: **1308728** Nbrhd/Assoc: Assoc. Fee: **No**
 Status: **Expired** County: **Cumberland** Seasonal: **No**
 Entrance Fee:

List Price: **\$365,000**
 Original Price: **\$365,000**

Directions: **North on Auburn St. to left onto Lambert S.t left onto Summit St. to left onto Morningstar Lane**



General Information

SubType: **Single Family** Sqft Fin Abv Grd+/-: **2,361**
 Rooms: **7** Sqft Fin Blw Grd+/-: **0**
 Beds: **3** Baths: **3/1** Sqft Fin Total+/-: **2,361**
 Style: **Cottage, Shingle Style** Source of Sqft: **Public Record**
 Color: Sqft Other Source:
 Year Built: **2015** Leased Land: **No**
 Surveyed: **Yes** Lot Size+/-: **0.303 acres**
 Road Frontage+/-: Source of Lot Size: **Public Record**
 Fireplaces Total: **0** Zoning: **R2**

Water Information
 Waterfront: **No**
 Wtr Frontage Amt+/-:
 Waterfront Owned+/-:
 Waterfront Shared+/-:
 Water Views: **No**

Tax/Deed/Community Information
 Book/Page/Deed: **30702/082/All**
 Map/Block/Lot: **385A/A/082**
 Full Tax Amt/Yr: **\$3,888/2016**
 School District:

Property Features

Site: Level, Open, Sidewalks	Construction: Post & Beam
Driveway: Gravel	Basement Info: Daylight, Full, Walk-Out
Parking: 1-4 Spaces	Foundation Materials: Poured Concrete
Location: Near Shopping, Neighborhood, Subdivision	Exterior: Shingle, Vinyl Siding
Restrictions:	Roof: Shingle
Rec. Water:	Heat System: Other Heat System
Roads: Paved, Private	Heat Fuel: No Heat Fuel
Transportation: Major Road Access, Near Airport, Public Transport Access	Water Heater: None
Electric: Circuit Breakers	Cooling: No Cooling
Gas: No Gas	Floors: Wood
Waste Wtr Disp: Public	Veh. Storage: 2 Car, Detached
Water: Public	Amenities:
Equipment:	Access. Amenities:
Basement Entry: Walk Out	View:

Remarks

Remarks: **Great opportunity to take a well constructed former post and beam barn and finish it to your liking. This is a very quality property where no expense was spared. Both floors are wide open spaces with limitless possibilities for a finished plan. Many finish materials are available to convey with the sale. The city has also approved an accessory apartment. The interior of this property is unfinished. Room count, bath location and square footage is for suggested finished plan. Basement suitable for living space.**

Listing/Agent/Office Information

Pending Date:	List Date: 05/25/17	Termination Date:	Buyer Agency Fee: \$/2.5%
Withdrawn Date:			Sub Agency Fee: \$/0%
List Office: Keller Williams Realty			Trans Broker Fee: \$/2.5%



Prepared By: **Bridget King Jason Miller**. Generated on **11/26/2017 8:13:28 PM**



DS
 DS
 DRW MW

The information on MLS listings has been assembled from various sources of varying degrees of reliability. Any information that is critical to your buying decision should be independently verified.

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08/01/2018

SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any Buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

15 Morningstar Lane

PROPERTY LOCATED AT: Portland, ME 04103

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
Pump: Yes No N/A Quantity: _____ Yes No Unknown
Quality: Yes No Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? _____ Yes No
IF YES: Date of most recent test: N/A Are test results available? _____ Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
IF YES, are test results available? _____ Yes No
What steps were taken to remedy the problem? N/A

• IF PRIVATE:

INSTALLATION: Location: _____
Installed BY: _____ DATE of Installation: _____
USE: Number of Persons currently using system? _____
Does system supply water for more than one household? _____ Yes No Unknown

COMMENTS: NONE

Source of SECTION I information: SELLER

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public _____ Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected? Yes No If yes, what results: _____
Have you experienced any problems such as line or other malfunctions? _____ Yes No
What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Other: _____
Tank Size: 500 Gal. 1000 Gal. Unknown Other: _____
Tank Type: Concrete Metal Unknown Other: _____
Location: _____ OR Unknown Date of Installation: _____
Date Last Pumped: _____ Name of Company Pumping Tank: _____
Have you experienced any malfunctions? _____ Yes No
If yes, give the date and describe the problem: _____

Date of Last Servicing of tank: _____ Name of Company Servicing Tank: _____

LEACH FIELD: _____ Yes No Unknown

IF YES: Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of Last Servicing of leach field: _____ Name of Company Servicing leach field: _____

Have you experienced any malfunctions? _____ Yes No

If yes, give the date and describe the problem & what steps were taken to remedy: _____

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

Is System located in a Shoreland Zone? _____ Yes No Unknown

Is System located in a Coastal Shoreland Zone? _____ Yes No Unknown

COMMENTS: NONE

Source of SECTION II information: SELLE

DS
DRW MW

2016 Page 1 of 3 - SPD Buyer(s) Initials _____ Seller(s) Initials FW PRW



SECTION III. HEATING SYSTEM(S)/SOURCES(S)

Table with 5 columns: Heating System(s)/Source(s), TYPE(S), Age of system(s)/source(s), Name of company that services system(s)/source(s), Date of most recent service call, Annual consumption per system/source, Malfunction per system(s)/source(s) within past 2 years, Other pertinent information. Rows include SYSTEM 1 (BB/FHW), SYSTEM 2 (Radiant/Propane), SYSTEM 3 (Rinnai/Propane), and SYSTEM 4 (N/A).

Is there an oil supply line? Yes No Unknown Is it buried? Yes No Unknown Is it Sleeved? Yes No Unknown
Chimney(s): Yes No If yes, lined: Yes No Unknown Last Cleaned: N/A
Is more than one heat source vented through one flue? Yes No Unknown Had a chimney fire: Yes No Unknown
Has chimney been inspected? Yes No Unknown; If Yes, when: N/A Direct/Power Vent: Yes No Unknown

COMMENTS: No heating system other than Rinnai.
Source of SECTION III information: SELLER

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown

IF YES: Are tanks in current use? Yes No Unknown

IF NO above: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown

If tanks are no longer in use, have tanks been abandoned according to DEP.? Yes No Unknown

COMMENTS: NONE

Source of information: SELLER

B. ASBESTOS - Current or previously existing:

• as insulation on the heating system pipes or duct work? Yes No Unknown

• in the siding? Yes No Unknown

• in the roofing shingles? Yes No Unknown

• in flooring tiles? Yes No Unknown

• other: _____ Yes No Unknown

Source of information: SELLER

COMMENTS: NONE

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

IF YES: Date: N/A By: N/A

Results: N/A If applicable, What remedial steps were taken? N/A

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No Results & Comments: N/A

Source of information: SELLER

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

IF YES: Date: N/A By: N/A

Results: N/A If applicable, What remedial steps were taken? N/A

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No Results & Comments: PUBLIC WATER

Source of information: SELLER

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown

Unknown but possible due to age

IF YES, describe location and the basis for the determination: _____

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: Yes No

IF YES, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No

COMMENTS: NONE

Source of information: SELLER

DS
DRW

DS
MW

DS
FW

DS
CRW



PROPERTY LOCATED AT 15 Morningstar Lane, Portland, ME 04103

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

08/01/2018

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown OTHER: NONE KNOWN
LAND FILL: Yes No Unknown
RADIOACTIVE MATERIAL: Yes No Unknown

Source of information: SELLER

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

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

IF YES: Explain: Homeowners Association, Private Road

What is your source of information: Developer

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

IF YES: Explain: _____ Forest Management and Harvest Plan available? Yes No Unknown

• Is this house currently covered by a flood insurance policy? Yes No Unknown

• Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: N/A

• Year Principal Structure Built: 1986 What year did Seller acquire property? 2013

• Roof: Year Shingles/Other Installed: 1986

Water, moisture or leakage: NONE KNOWN

Comments: SELLER

• Foundation/Basement: Sump Pump: Yes No Unknown Comments: N/A

Water, moisture or leakage since you owned the property: Yes No Unknown Comments: N/A

Prior water, moisture or leakage? Yes No Unknown Comments: N/A

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

• Electrical: Fuses Circuit Breaker Other: _____ Unknown

• Has all or a portion of the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No

• Manufactured Housing: Mobile Home - Yes No Unknown Modular - Yes No Unknown

• KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: Property needs completion both interior & exterior

Source of SECTION V information: SELLER

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

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

SECTION VI. ADDITIONAL INFORMATION

Property is in present state of completion, injury to seller renders his inability to complete.

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

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

DocuSigned by: Frederick Writt 1100BDCF04214FD... SELLER Frederick Writt 5/26/2017 DATE

DocuSigned by: Colleen Writt 8396D6E40A24F4... SELLER Colleen Writt 5/26/2017 DATE

I/we have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

DocuSigned by: Maureen K. Walters 74737D5B6D9F443... BUYER _____ 11/28/2017 DATE

DocuSigned by: M. W. 7E401F02B339430... BUYER _____ 11/28/2017 DATE





08/01/2018

LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Frederick Writt, Colleen Writt (hereinafter "Seller")
AND Dianne R Watters Bridget King (hereinafter "Buyer")
FOR PROPERTY LOCATED AT 15 Morningstar Lane, Portland, ME 04103

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:
Frederick Writt 5/26/2017
Date

Seller
CF04214FD...
Frederick Writt
DocuSigned by:

Seller
BE40A24F4...
Colleen Writt
DocuSigned by:

Agent
C8D71C431...
W Andrew Newman
Date

DocuSigned by:
Dianne R Watters 11/28/2017
Date

Buyer
74737D586D9F443...
M. W.
DocuSigned by:

Buyer
VE401F02B339430...
Bridget King
DocuSigned by:

Agent
9CAC994743624B4...
Bridget King
Date



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