

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

Location of Construction: 48 Carter Street		Owner: Peter Rovnak		Phone: 797-0795		Permit No: 990291	
Owner Address: SAA		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: ***David Johnston & Co.		Address: 254 Flaggy Meadow Road, Gorham, ME 04038		Phone: 839-2363		Permit Issued: APR - 7 1999	
Past Use: Single Family		Proposed Use: Same		COST OF WORK: \$ 15,000		PERMIT FEE: \$ 95.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
				Signature:		Signature:	
Proposed Project Description: 19 x 28 Two Car Garage				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
				Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>			
				Signature: Date:			
Permit Taken By: SP		Date Applied For: 4-5-99					
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>							
<p style="text-align: right;">Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p>							
<p style="text-align: right;">Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p>							
<p>Action:</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved with Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>							

PERMIT ISSUED

APR - 7 1999

CITY OF PORTLAND

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

4-5-99

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

CEO DISTRICT

2

COMMENTS

4/14/99 - Preconstruction on site - w/ contractor discussed -
fireratings - req. insp. went over conditions. TM.

4/15/99 - Setbacks & footing forms - OK to pour. TM.

6/21/99 - Inspected added plumbing. All OK. Also OK to close pending electrical and Fire approval. JN

10/28/99 - Checked site - work complete

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

BUILDING PERMIT REPORT

DATE: 7/22/1999 ADDRESS: 48 Carter Street CBL: 388-B-019
 REASON FOR PERMIT: To Construct a 19'x38' Two Car Garage
 BUILDING OWNER: Peter Rouzak
 PERMIT APPLICANT: David Johnston & Co. Contractor
 USE GROUP U BOCA 1996 CONSTRUCTION TYPE 5B

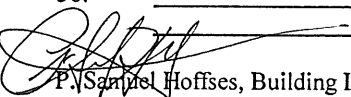
CONDITION(S) OF APPROVAL

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

Approved with the following conditions: *1, *4, *8, *26, *27, *32, *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 3/4" 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. (6'8") 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-closers. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)

18. 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)
19. 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. This permit is for (2) Two car garage only.
35. _____
36. _____


 P. Samuel Hoffses, Building Inspector
 cc: Li. McDougall, PFD
 Marge Schmuckal, Zoning Administrator

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

Applicant: DAVID Johnston

Date: 4/6/99

Address: 48 Carter St

C-B-L: 308-B-19

CHECK-LIST AGAINST ZONING ORDINANCE

Date - existing 1957

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - construct 19 x 28 garage

Sevage Disposal -

Lot Street Frontage -

Front Yard - 25' req \approx 26.5' shown

Rear Yard - 25' req \approx 45' shown

Side Yard - 12' req - 12.31' at closest pt.

Projections -

Width of Lot -

Height - 1 story shown

Lot Area - 10,000^{sq ft}

Lot Coverage/ Impervious Surface - 20% MAX

2000^{sq ft}

Area per Family -

Off-street Parking -

Loading Bays -

Site Plan -

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Zone C

12 x 13

20 x 42

19 x 28

156

176

532

1864

of

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: **48 CARTER STREET PORTLAND**

Tax Assessor's Chart, Block & Lot Number Chart# 388 Block# B Lot# 019		Owner: PETER ROVNAK	Telephone#: 797-0795
Owner's Address: 48 CARTER ST	Lessee/Buyer's Name (If Applicable) —	Cost Of Work: \$ 15,000	Fee 95⁰⁰ \$ INC
Proposed Project Description: (Please be as specific as possible) 19 X 28 TWO CAR GARAGE			
Contractor's Name, Address & Telephone DAVID JOHNSTON & CO 254 Peggy Meadows Rd GORHAM, ME 04038		Rec'd By: ST 833-2363	

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 you 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 distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, porches, 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:

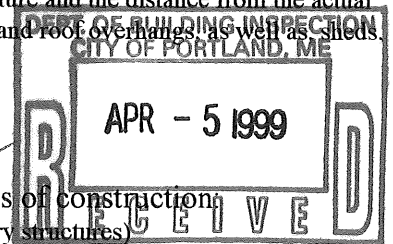
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such 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: [Signature]	Date:
--	-------

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



Area 2

Inspection Services
Michael J. Nugent
Manager



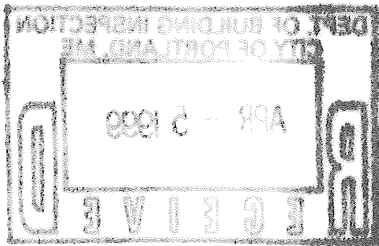
Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

congratulations !!!!!

**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.



This Agreement is made by and between **Peter and Beth Rovnak** of Portland, Maine, (herein referred to as "Owner) and **David Johnston & Co.** of Gorham, Maine, a Maine corporation with its principal place of business on Flaggy Meadow Road in Gorham, Maine (herein referred to as "Contractor").

Whereas, Owner owns a house located at **48 Carter Street** in Portland, Maine, and intends to add a garage thereon and to renovate the existing basement therein (herein referred to as the "Project") and desires to contract for the construction thereof; and

Whereas, Contractor is engaged in the business of building design and contracting and can capably fulfill the work required by the Plans and Specifications,

Now therefore, in consideration of the mutual promises, undertakings, covenants and agreements set forth in this Agreement, Owner and Contractor agree as follows:

Article One Work to be Done

Contractor shall furnish or cause to be furnished all of the materials and perform or cause to be performed all of the work and do all things necessary for the proper construction and work shown and described in the Drawings and Specifications approved by the Owner, copies of which are attached hereto and made a part hereof.

Work to be done can be generally summarized as follows:

1. Municipal building permit
2. Sitework, including paving
3. Flatwork
4. General Materials
5. Labor
6. Electrical, material and labor
7. Plumbing & Heating, material and labor
8. Insulation, material and labor
9. Gypsum Wallboard, material and labor
10. Cabinets and built-ins
11. Finish Flooring

Article Two Time of Commencement and Substantial Completion

The work to be performed under this Agreement shall be commenced on or near **April 1, 1999**, and, subject to authorized Change Orders, substantial completion shall be achieved not later than three months after commencement, or **July 1, 1999**. *Substantial Completion is here defined as the stage of the work that enables the Owner to legally occupy the Project, and obtain a Certificate of Occupancy.*

copy

Article Three
Cost of the Project

The Owner agrees to reimburse the Contractor for the Cost of the Work as herein defined. Such reimbursement shall be in addition to the Contractor's Fee of 15% of the Costs.

The term Cost of the Work shall mean costs necessarily incurred in the proper performance of the Work, as follows:

- Cost of all materials, supplies, and equipment incorporated in the Work, including costs of transportation thereof.
- Cost of all labor, including labor performed by General Contractor other than that described in Article Nine.
- Payments made by Contractor to Subcontractors for work performed pursuant to subcontracts under this Agreement.
- Rental charges for equipment and machinery used in the Work, exclusive of hand tools, and including cranes, portable toilets, and construction dumpsters.
- Permit fees
- Sales tax or other taxes related to the Work, imposed by any governmental authority.

The term Cost of the Work shall not include:

- Overhead or general expenses.
- Costs due to the negligence of the Contractor or Subcontractors, including correction of defective Work, or making good damage to property other than repairs to the adjacent lot used for the purpose of access to the Project.
- Any purchases made by the Owner.

Rebates and refunds shall accrue to the Owner.

Article Four
Progress Payments

An initial payment of **Three thousand dollars (\$3,000.00)** shall be made to Contractor upon execution of this Agreement, which amount shall be credited against the first Progress Payment.

Upon requisition by the Contractor, Owner shall make progress payments to the Contractor on the basis of the work completed and materials delivered to the Project Site, plus the Contractor's Fee of 15%.

A portion of the final payment may be withheld by Owner to such extent as may be necessary to protect Owner from loss due to defective materials, or work not completed, or work not remedied, or claims or liens filed or reasonable evidence indicating probable filing of claims or liens. When the grounds for withholding payment are removed, payment shall be made for the amount withheld. In no case shall the amount withheld by Owner exceed twice the cost of any remedial work required by Owner.

Final payment less any amounts retained pursuant to the previous paragraph is due upon completion of the Work.

No payment, including final payment, or payments made shall be construed as an approval or acceptance by Owner of defective work or defective materials.

Article Five
Changes in the Work

Owner may make Changes in the Work, consisting of Additions, Deletions, or Modifications. Additionally, unforeseen conditions such as water or insect damage may require Changes in the Work. The Contractor shall be reimbursed for Changes in the Work on the basis of the Cost of the Work as defined in Article 3, including Contractor's Fee.

Article Six
Settlement of Disputes

If any dispute or disagreement arises in connection with either the interpretation of this Agreement or with the performance or non-performance thereof, and if such dispute or disagreement is not settled in writing within seven (7) business days after it arises, then the matter in controversy shall be settled by arbitration in Portland, Maine, in accordance with the provisions of the Uniform Arbitration Act (*Title 14 M.R.S.A. 5927, et seq.*) by one arbitrators, unless both Owner and Contractor agree in writing not to pursue arbitration. No one shall be nominated or act as an arbitrator who is in any way financially interested in this Agreement or in the business or personal affairs of either Owner or Contractor. Contractor shall continue to perform the Work hereunder during arbitration proceedings unless Owner shall otherwise consent in writing.

Article Seven
Project delay

If Contractor is delayed at any time in the progress of the work due to Change Orders duly issued, labor disputes not involving subcontractors, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control which may justify a delay, then the Date of Substantial Completion in Article 2 shall be extended for such time as may be reasonable under the circumstances.

Article Eight
Owner's Obligations

Owner shall furnish all surveys and a legal description of the Project site, when and if necessary. Owner shall provide Contractor with lighting, flooring and color choices in a timely manner. Owner shall perform all exterior and interior painting and staining.

Article Nine
Contractor's Obligations

Contractor shall supervise and direct the work, using his best skill and attention and he shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Agreement.

Unless otherwise specifically provided for in this Agreement or attachments hereto, contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary to execute, complete, and deliver the work within the specified time.

Contractor shall enforce strict discipline and good order among his employees and shall not employ on the job any unfit person or anyone not skilled in the task assigned to him. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the Work, and the protection of adjacent properties.

Article Ten
Subcontractors

A subcontractor is a person, firm, or corporation supplying labor and materials, or labor only, for work at the Project for and under separate contract or agreement with Contractor. Contractor shall not be required to employ any subcontractor to whom he has reasonable objection.

Contractor shall deliver written lien waivers from Subcontractors when:

- 1) That Subcontractor's work is completed.
- 2) Any requisitions for payment includes substantial work by a Subcontractor, if requested by Owner.
- 3) From all Subcontractors upon final payment. Contractor shall remove any lien claims filed against the Project by any Subcontractor.

Article Eleven
Weather Conditions

In the event of temporary suspension of work, or during sustained inclement weather, Contractor shall use reasonable methods, and cause his subcontractors to use reasonable methods, to protect his and their work and materials, and any existing structure, against damage or injury from the weather.

Article Twelve
Liability Insurance

Contractor shall purchase and maintain Contractors Liability Insurance to protect him from claims under Workmen's Compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall include contractual liability insurance.

Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under this Agreement.

Article Thirteen
Property Insurance

Owner shall purchase and maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of, and shall name as insured, Owner and Contractor, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including without duplication of coverage theft, vandalism, and malicious mischief. If Owner does not intend to purchase such insurance for the full insurable value of the Project, he shall inform Contractor in writing prior to commencement of work. Contractor may then effect insurance which will protect his interests and those of his Subcontractors, and the cost shall be added to the Cost of the Project in Article 3 of this Agreement. If Contractor is damaged by failure of Owner to purchase and maintain such insurance and to so notify contractor, then Owner shall bear all reasonable cost properly attributable thereto.

Any loss insured under the foregoing paragraph is to be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Owner as trustee shall deposit in a separate account any money so received, and he shall disburse it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration.

Owner shall file a copy of all policies with Contractor prior to commencement of the Work.

Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article 13, or any other property insurance applicable to the Project, except as such rights as they may have to the proceeds of such insurance held by Owner as trustee. Contractor shall require similar waivers in favor of Owner and Contractor by Subcontractors.

Article Fourteen
Correction of Work and General Guarantee

Neither the final payment nor any provision in this Agreement nor partial nor entire occupancy of the Project by Owner shall constitute an acceptance of work not done in accordance with this Agreement or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

Contractor shall remedy any defects in the work which appear within one year from the date of acceptance of the work. Owner shall give notice of observed defects with reasonable promptness. The provisions of this Article 14 shall apply to work done by Subcontractors as well as work done by Contractor.

Article Fifteen
Contractor's Right to Terminate

Should Owner, without cause as set forth in this Agreement, fail to pay Contractor any payment due, or fails to perform any provision of this Agreement, then the Contractor may, after seven (7) days written notice to Owner, terminate this Agreement and recover from Owner payment for all work executed and for any proven loss sustained upon any materials, tools, and construction equipment, including lost profit and damages.

Article Sixteen
Owner's Right to Terminate

Should Contractor default or neglect to carry out the work in accordance with this Agreement or fails to perform any provisions of this Agreement, Owner may, after seven (7) days written notice to Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at his option, may terminate this Agreement and finish the Project by whatever method he may deem expedient, and if the unpaid balance of the Cost of the Project exceeds the expense of finishing the Project, such excess shall be paid to Contractor, but if such expense exceeds the unpaid balance, Contractor shall pay the difference to the Owner.

In Witness Whereof, Owner and Contractor have executed this Agreement as of the _____ day of _____, 1999.

Owner

Owner

Contractor

WARRANTY DEED
Maine Statutory Short Form

Know all Men by these Presents,

That, we, Stephen E. Moulton and Karen L. Moulton

of Portland, County of Cumberland, State of Maine
being husband and wife and each with the other
~~for consideration paid, grant to~~

Peter A. Rovnak

of South Portland, County of Cumberland, State of Maine

whose mailing address is 48 Carter Street
Portland, Maine 04103

with warranty covenants, the land in Portland, County of Cumberland

State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon,
situated on the northwesterly side of Carter Street, in the City
of Portland, County of Cumberland and State of Maine, more
particularly described in Schedule A attached hereto and made a
part hereof.

Meaning and intending to convey and hereby conveying the same
premises conveyed to the Grantors herein by deed of Paul T.
Flourde et al dated May 4, 1979 and recorded in the Cumberland
County Registry of Deeds in Book 4416, Page 171.

This conveyance is made subject to current real estate taxes which
the Grantee by acceptance of this deed assumes and agrees to pay.

And

~~know all men by these presents that the above premises conveyed~~

Witness our hands and seal this 13th day of the month of
October, 1987.

Signed, Sealed and Delivered

in presence of

Russell W. [Signature]

[Signature]

Peter A. Rovnak

of South Portland, County of Cumberland, State of Maine

whose mailing address is 48 Carter Street
Portland, Maine 04103

with warranty covenants, the land in Portland, County of Cumberland

State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, situated on the northwesterly side of Carter Street, in the City of Portland, County of Cumberland and State of Maine, more particularly described in Schedule A attached hereto and made a part hereof.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein by deed of Paul T. Plourde et al dated May 4, 1979 and recorded in the Cumberland County Registry of Deeds in Book 4416, Page 171.

This conveyance is made subject to current real estate taxes which the Grantee by acceptance of this deed assumes and agrees to pay.

And

~~APPROX OF SAID EXACTLY RELEASED ALL RIGHTS IN THE PREMISES BEING CONVEYED~~

Witness our hands and seal this 13th day of the month of October, 1987.

Signed, Sealed and Delivered

in presence of

Bryce W. Ingraham
to be

Stephen E. Moulton
Stephen E. Moulton
Karen L. Moulton
Karen L. Moulton

State of Maine, County of Cumberland

ss. October 13, 1987.

Then personally appeared the above named Stephen E. Moulton and Karen L. Moulton and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Bryce W. Ingraham
Bryce W. Ingraham
Attorney at Law

Printed Name: Bryce W. Ingraham

Contract for Sale of Real Estate

August 14/9 87

RECEIVED of Peter Rovnak, 9 Cole Street, South Portland, ME

hereinafter called the purchaser, the sum of (\$ 1,000.00)

***ONE THOUSAND AND NO/100----- Dollars

as earnest money and in part payment on account of the purchase of the following described real estate, situated in the County of Cumberland and State of Maine to wit: A certain 3 bedroom tri-level home situated on and together with a lot of land approximately 10,000 s.f. in size located at 48 Carter Street, Portland, ME.

The following items to be included in this sale: All existing storms and screen windows, shades and/or blinds, shutters, curtain rods, electrical fixtures and 10x12 shed, stove *PAR \$115,000.00*

the TOTAL purchase price being (\$ ~~10,000.00~~) *46,500.00* *Sh Km*

***~~ONE HUNDRED TEN THOUSAND AND NO/100~~

PAR: one hundred sixteen thousand five hundred dollars DOLLARS *Sh Km*
payment to be made as follows: \$1,000.00 upon signing of this contract balance in cash or certified check at closing

Said deposit is received and held by the broker, subject to the following conditions:

1. That Peterson Realty, Falmouth, shall hold said earnest money or deposit and act as escrow agent until transfer of title; that 1 days shall be given for obtaining the owner's acceptance; and, in event of the owner's non-acceptance, this deposit shall be promptly returned to the purchaser.
2. That a good and sufficient deed, showing good and merchantable title, shall be delivered to the purchaser, and it is agreed that this transaction shall be closed and the purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of his purchase within 60 days from the date hereof. However, should the title prove defective, then the seller shall have a reasonable time after due notice of such defect or defects, to remedy the title; after which time, if such defect or defects are not corrected so that there is a merchantable title, then the purchaser may, at his option, withdraw said deposit and be relieved from all obligations hereunder.
3. That the property shall be conveyed by warranty deed, and shall be free and clear of all encumbrances except easements and zoning restrictions of record. full possession will be given at transfer. That full possession will be given and that the following items shall be pro-rated as of transfer of title: Utilities, Fuel, Yes, Rents, Real Estate Taxes from per City of Portland 19 to 19.
4. The risk of loss or damage to said premises by fire or otherwise, until transfer of title hereunder is assumed by the seller. The above described property to be delivered in substantially the same condition as of the date of this contract unless otherwise stated.
5. That in case of the failure of the purchaser to make either of the payments, or any part thereof, or to perform any of the covenants on his part made or entered into, this contract shall, at the option of the seller, be terminated and the purchaser shall forfeit said earnest money or deposit; and the same shall be retained by the seller as liquidated damages, and the escrow agent is hereby authorized by the purchaser to pay over to the seller the earnest money or deposit.
6. That all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
7. This contract is subject to an approved conv. mortgage of 80 % of the purchase price, at an interest rate not to exceed prevailing rates and amortized over a period of not less than 30 years.
8. The seller agrees to pay up to -0- points, which may be required by the bank or mortgage company on the above mortgage.
9. The buyer(s) is/are under a good-faith obligation to actively seek and accept financing on the above described terms. The buyer(s) acknowledge(s) that a breach of this good-faith obligation to seek and obtain financing will be a breach of this contract.
10. The parties expressly acknowledge that Peterson Realty Inc. and _____, Co-broker hereinafter called "Broker" has acted as seller's agent for this transaction, (ME licence law 32 MRSA Sec. 4056).
11. This contract is subject of a satisfactory home inspection paid for by and satisfying to the purchasers within two weeks from the date hereof.
12. Purchaser to obtain a preliminary financing approval within 3 weeks of the date hereof.
13. This contract shall be subject to the purchasers attorney reviewing this purchase and sale agreement to the purchasers satisfaction, within 3 days of acceptance.
14. Any of the forementioned conditions not met to the purchasers satisfaction shall make this contract null and void.

A COPY OF THE CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE: RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED

I hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.

[Signature]
Date

8/14/87
Date

Peter A. Rovnak
Purchaser

PURCHASE PRICE DOLLARS \$10,000.00

***ONE HUNDRED TEN THOUSAND AND NO/100

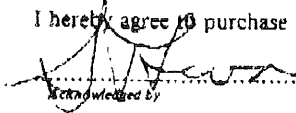
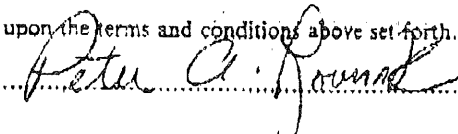
AR. ~~one hundred sixteen thousand five hundred dollars~~ DOLLARS
payment to be made as follows: \$1,000.00 upon signing of this contract balance in cash or certified check at closing

Said deposit is received and held by the broker, subject to the following conditions:

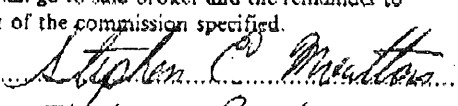
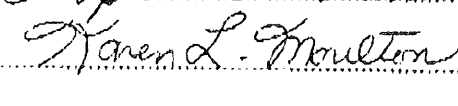
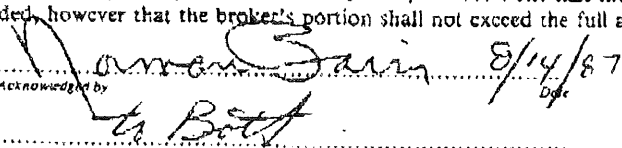
1. That Peterson Realty, Falmouth, shall hold said earnest money or deposit and act as escrow agent until transfer of title; that 1 days shall be given for obtaining the owner's acceptance; and, in event of the owner's non-acceptance, this deposit shall be promptly returned to the purchaser.
2. That a good and sufficient deed, showing good and merchantable title, shall be delivered to the purchaser, and it is agreed that this transaction shall be closed and the purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of his purchase within 60 days from the date hereof. However, should the title prove defective, then the seller shall have a reasonable time after due notice of such defect or defects, to remedy the title; after which time, if such defect or defects are not corrected so that there is a merchantable title, then the purchaser may, at his option, withdraw said deposit and be relieved from all obligations hereunder.
3. That the property shall be conveyed by warranty deed, and shall be free and clear of all encumbrances except easements and zoning restrictions of record. full possession will be given at transfer. That full possession will be given and that the following items shall be pro-rated as of transfer of title: Utilities, Fuel: Yes, Rents, Real Estate Taxes from per City of Portland 19 to 19
4. The risk of loss or damage to said premises by fire or otherwise, until transfer of title hereunder is assumed by the seller. The above described property to be delivered in substantially the same condition as of the date of this contract unless otherwise stated.
5. That in case of the failure of the purchaser to make either of the payments, or any part thereof, or to perform any of the covenants on his part made or entered into, this contract shall, at the option of the seller, be terminated and the purchaser shall forfeit said earnest money or deposit; and the same shall be retained by the seller as liquidated damages, and the escrow agent is hereby authorized by the purchaser to pay over to the seller the earnest money or deposit.
6. That all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
7. This contract is subject to an approved conv. mortgage of 80 % of the purchase price, at an interest rate not to exceed prevailing rates and amortized over a period of not less than 30 years.
8. The seller agrees to pay up to -0- points, which may be required by the bank or mortgage company on the above mortgage.
9. The buyer(s) is/are under a good-faith obligation to actively seek and accept financing on the above described terms. The buyer(s) acknowledge(s) that a breach of this good-faith obligation to seek and obtain financing will be a breach of this contract.
10. The parties expressly acknowledge that Peterson Realty Inc. and _____, Co-broker hereinafter called "Broker" has acted as seller's agent for this transaction, (ME licence law 32 MRSA Sec. 4056).
11. This contract is subject to a satisfactory home inspection paid for by and satisfying to the purchasers within two weeks from the date hereof.
12. Purchaser to obtain a preliminary financing approval within 3 weeks of the date hereof.
13. This contract shall be subject to the purchasers attorney reviewing this purchase and sale agreement to the purchasers satisfaction, within 3 days of acceptance.
14. Any of the forementioned conditions not met to the purchasers satisfaction shall make this contract null and void.

A COPY OF THE CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE; RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED

I hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.

 8/14/87 Date  Purchaser
 Acknowledged by _____ Date _____ Purchaser

hereby accept the offer and agree to deliver the above described property at the price and upon the terms and conditions above stated. further agree to pay the broker named as commission for his services, _____ per cent of the sale price. In the event said earnest money or deposit is forfeited by said purchaser, one-half thereof shall go to said broker and the remainder to _____, provided, however that the broker's portion shall not exceed the full amount of the commission specified.

 Seller
 Seller
 8/14/87 Date
 Acknowledged by _____ Date _____

 Broker

 Co-Broker

Effective Contract Date