

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 050142

PERMIT ISSUED

APR - 8 2005

CITY OF PORTLAND

This is to certify that Peisner Michael B /Douglas ledge
has permission to build a 3130 sq ft single family home w/ car gara
AT 126 Hope Ave 390 A011001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or closed-in. **HEAVY NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

Jamie Burke 4/6/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 05-0142	Issue Date PERMIT ISSUED APR - 8 2005	390 A011001
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Location of Construction: 126 Hope Ave	Owner Name: Peisner Michael B	Owner Address: 26 Overset Rd	Phone:
Business Name:	Contractor Name: Douglas Candage	Contractor Address: Windham	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-2

Past Use: Vacant Land	Proposed Use: Single Family Home build a 3130 sq ft single family home w/2 car garage	Permit Fee: \$3,435.00	Cost of Work: \$370,500.00	CEO District: 5
Proposed Project Description: build a 3130 sq ft single family home w/2 car garage		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB IRC-2003 Signature: JMB 4/6/05	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature _____ Date _____		

Permit Taken By: Idobson	Date Applied For: 02/09/2005	Zoning Approval	
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 2 Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>#2005-111001/111001 0017</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>3/16/05 for revisions</i> Date: <i>3/16/05</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit Application

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

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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 02/09/2005	Zoning Approval	
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3/16/05 for revisions

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0142	Date Applied For: 0210812005	CBL: 390 A011001
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Location of Construction: 126 Hope Ave	Owner Name: Peisner Michael B	Owner Address: 26 Overset Rd	Phone:
Business Name:	Contractor Name: Douglas Candage	Contractor Address: Windham	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home build a 3130 sq ft single family home w/2 car	Proposed Project Description: build a 3130 sq ft single family home w/2 car garage
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/14/2005**Note:** 3/15/05 received a revised site plan reorientating the house to the street**Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. A front porch, a rear deck and a rear screened in porch are being shown and approved on this permit application.
- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 04/06/2005**Note:** 2/21/05 left vm for owner on who to call for more info, received name of designer and left vm to call.**Ok to Issue:**

3/8 Barbara P. Came in to inquire about permit..have not received required info from designer. She called him to contact me. Mark J. Called for list, I emailed items.

3116 Barbara P. Called about the basement egress, we discussed options, plans will be sent.

3118 Barbara P. Dropped off basement egress plan

3121 Barbara P. Called to verify egress compliance and send the revised plans based on the review list. Sent them in pdf format.

3122 I left vm w/Mark J. For full copy of plans to review as it is very difficult to review the pdf format

4/6 Received plans from Barbara P. And reviewed, noted on plans any deficiencies, **ok** to issue

- 1) As discussed, the habitable basement will have either a code compliant stair protected out through the garage or a 5.7 sf window egress per code
- 2) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 3) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 4) Separate permits are required for any electrical, plumbing, or heating.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 03/04/2005**Note:****Ok to Issue:**

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 3) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.
- 4) Your new street address is now #126 HOPE AVENUE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.

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Business Name:	Contractor Name: Douglas Candage	Contractor Address: Windham	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Dept: Planning

Status: Not Applicable

Reviewer: Jay Reynolds

Approval Date: 03/04/2005

Note:

OktoIssue:

Comments:

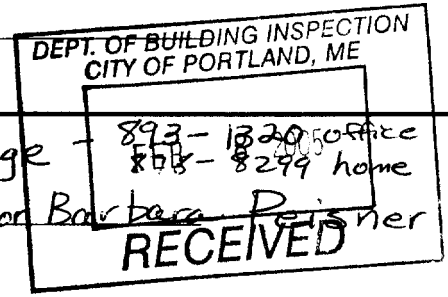
03/15/2005-ldobson: Customer brought to counter revised sit plan - routed to accessor, DRC, engineering, marge. LJD

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>Lot 5, Presumpscot River Place, Hope Avenue</u>		
Total Square Footage of Proposed Structure <u>3,130</u>	Square Footage of Lot <u>40,184 square feet</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>390</u> <u>A</u> <u>11</u>	Owner: <u>Michael Peisner</u>	Telephone: <u>774-9000 (w)</u> <u>h: 797-6651</u> <u>c: 838-7934</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>797-6651</u> <u>Michael/Barbara Peisner</u> <u>26 Overset Rd.</u> <u>Portland, ME 04103</u>	cost Of Work: \$ <u>370,500</u> Fee: \$

If the location is currently vacant, what was prior use: vacant undeveloped
 Approximately how long has it been vacant: Don't know always vacant
 Proposed use: single family home
 Project description: 3130 SFH w/2 car garage



Contractor's name, address & telephone: Douglas Cardage - 893-1320 office
Windham, ME
 Who should we contact when the permit is ready: Michael or Barbara Peisner
 Mailing address: 26 Overset Rd.
Portland, ME 04103

We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: 797-6651

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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

Signature of applicant: Michael B. Peisner | Date: Feb 7, 2005

This is **NOT** a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

126 Hope Ave
 #05-0142
 Cbl: 390-A-011

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	Inspection/Date/Findings	
Component	Plan Reviewer	
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1)), (Section R403.1 & R403.1.4.1)	? 1'4" x 8"	OK 4/6/05
Foundation Drainage Damp proofing <small>(SECTION R405.3.1.4.1)</small>	?	Revised 9/6/05
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	4 windows - Basement	OK
Anchor Bolts/Straps (Section R403.1.6)	?	Revised 4/6/05 - OK
Lally Column Type (Section R407)	?	3 1/2 concrete
Girder & Header Spans (Table R 502.5(2))	Bearing wall ?	OK 4/6/05
Built-Up Wood Center Girder Dimension/Type	Steel -	Spec
Sill/Band Joist Type & Dimensions	? 2X6 web trusses	OK 4/6/05
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	Open web truss 24" O.C. Screen Purlin 2X8 16 O.C. 3-2X8 Beam ? mudroom	OK Spec
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	Open web truss 24" O.C.	OK Spec

Garage steel Need Spec

Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	Trusses 24" O.C. Screw porch 2x8 Ridge 2x6 16 o.c. Rafters	OK
Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))	8:12	OK
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10 16 o.c. @ storage	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	7/16 OSB 7/4" OSB x w/clips	
Fastener Schedule (Table R602.3(1) & (2))	?	OK 4/6/05
Private Garage (Section R309) Living Space? (Above or beside)		
Fire separation (Section R309.2)	?	OK 4/6/05
Opening Protection (Section R309.1)	?	OK 4/6/05
Emergency Escape and Rescue Openings (Section R310)	?	OK per 4/6/05
Roof Covering (Chapter 9)	? Shingles Asphalt	OK 4/6/05
Safety Glazing (Section R308)	Master Bath	OK 4/6/05
Attic Access (Section R807)	?	OK 4/6/05
Chimney Clearances/Fire blocking (Chapter 10)	? N/A	OK

Spec

Need spec

5'4 x 18" Versabam @ Family Rm
2-2x10 Box @ Roof porch

Steel W/DN

Header Schedule (Section R502.5(1) & (2))

Type of Heating System

Gas FHA ~~Chimney~~

Direct vent OK

Means of Egress (Sec R311 & R312)

Basement

OK Egress by stairs on revision 3/18/05

Number of Stairways

5
3
2

Interior

Exterior

Treads and Risers (Section R311.5.3)

10'4 7 1/2", 7 1/16"

Width (Section R311.5.1)

3'6"

Headroom (Section R311.5.2)

6'8"

OK 4/6/05

Guardrails and Handrails (Section R311.5.4 & R311.5.5)

42" Landing ? stairs

Smoke Detectors (Section R313)

?

OK 4/6/05

Dwelling Unit Separation (Section R317) and IRC - 2003 (Section 1207)

N/A

OK

Deck Construction (Section R502.2.1)

?

OK

See Chimney Summary Checklist

PURCHASE AND SALE AGREEMENT - LAND ONLY

Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between MICHAEL B. PEISNER (hereinafter called "Buyer") of 26 OVERSET ROAD, PORTLAND, MAINE 04103 and ROBERT L. ADAM and LLOYD B. WOLF dba GOLDEN EYE CORP. (hereinafter called "Seller") of 25 ALICE STREET, PORTLAND, ME 04103

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of) the premises situated in municipality of PORTLAND, County of CUMBERLAND, State of Maine, located at Lot # 5 HOPE AVENUE and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____ Page(s) _____. If "part of" see Other Conditions (paragraph 22) for explanation.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 110,000 of which DEPOSIT \$ 5,000 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ _____ will be paid by (date) _____. The balance due amount of ... BALANCE DUE \$ 110,000 is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: ALAN WOLF ATTORNEY ("Agency") shall hold said earnest money and act as escrow agent until closing, this offer shall be valid until _____ (date) Midnight AM PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on DECEMBER 9, 2002 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

6. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

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

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) _____ Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine. NONE MBP W

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

11. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose:	<u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>				
2. SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose:	_____				
3. LOCAL PERMITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose:	_____				
4. HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose:	_____				
5. SUB-DIVISION APPROVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose:	<u>FINAL APPROVAL AND SIGNED AMENDED SITE PLAN.</u>				
5. DEP/LURC APPROVALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose:	<u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>				
7. ZONING VARIANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose:	_____				
8. MDOT DRIVEWAY/ ENTRANCE PERMIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose:	_____				
9. OTHER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose:	_____				

further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

12 FINANCING: This Agreement is subject to Buyer obtaining an approved N/A mortgage of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.

13 AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:

NEITHER THE SELLER NOR THE BUYER HAVE AGENCY RELATIONSHIPS

_____ of _____ Agency represents _____
Listing Agent

_____ of _____ Agency represents _____
Selling Agent

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.

14. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19 ADDENDA: Yes Explain: D.E.P. APPROVAL, SUBDIVISION APPROVAL No
INCLUDING SURVEY AND AMENDED SITE PLAN, * ADDENDUM 1

20 EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within _____ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

Page 3 of 4 - P&S-LO Buyer(s) Initials MBP Seller(s) Initials W

A copy of this Agreement is to be received by Buyer and Seller and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

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.

Michael B. Perrin
BUYER

384-46-1777
SSN OR TAXPAYER ID#

BUYER

SSN OR TAXPAYER ID#

Buyer's Mailing address is 26 OVERSET ROAD, PORTLAND, ME 04103

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. If the earnest money is forfeited by Buyer, it shall be distributed as follows:

Signed this 20th day of November 2022

[Signature]
SELLER

02-0645372
SSN OR TAXPAYER ID#

SELLER

SSN OR TAXPAYER ID#

Seller's Mailing address is POX 1382 Portland, Me 04104

Offer reviewed and refused on _____

SELLER

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

MDEP

Buyer acknowledges receipt of a copy of the Maine Department of Environmental Protection (MDEP) Site Location of Development Act Permit for the project. It is the Buyer's responsibility to review the Permit as it may affect their proposed lot.

Michael B. Pearson

BUYER

BUYER

DATE Nov. 7, 2002

**ADDENDUM 1 TO
PURCHASE AND SALE AGREEMENT - LAND ONLY
LOT #5 - MICHAEL B. PEISNER**

~~1~~ **Right of Seller to Repurchase.** ~~In the event that Buyer does not build a residence~~ on the premises and seeks to sell the premises before November 5, 2004, he shall ~~first~~ give the Seller prior written notice. For a period of thirty (30) days following receipt of such notice ~~by~~ the Seller (the "Sales Option Period"), the Seller ~~shall~~ have an option to purchase ~~the~~ premises for \$115,000. ~~The~~ Seller must exercise the option by notice to Buyer prior to expiration of the Sales Option Period. If the Seller exercises the option to purchase the premises prior to the expiration of the Sales Option Period, the notice of its exercise shall ~~fix~~ a closing date for ~~the~~ purchase which ~~shall~~ be not earlier than 10 days nor more than 60 days ~~after~~ the expiration of the ~~Sales~~ Option Period.

If the Seller does not exercise the option to purchase the premises prior to expiration of the Sales Option Period, or having exercised, does not close ~~within the~~ period ~~specified~~ above, the Buyer shall thereafter be ~~free~~ to sell the premises to any person, ~~free~~ and clear of the right contained in this Section ~~1~~.

In any event, Seller's ~~rights~~ under this Section ~~1~~ shall expire on the earlier to occur of (a) November 5, 2004, or (b) commencement of construction of a residence on the premises.

2. **Seller Obligation to Clear Pile.** Seller agrees to have its contractor clear away the artificial pile of ~~earth~~, vegetation and other debris which is near the front of the premises to the reasonable satisfaction of Buyer.
3. **Buyer Satisfaction with Obligation to Complete Infrastructure.** It is a condition to closing that Buyer be given evidence reasonably satisfactory to Buyer that Seller ~~has~~ provided a bond or other security for Seller's obligation to complete construction of all roads and other infrastructure in the subdivision, including that for provision of water, sewers, electricity and cables for internet/cable television.
4. **Definition of "mutually-agreed style home".** The parties acknowledge that the definition of "mutually-agreed style home" is provided in the Addendum to Reservation Agreement ~~dated~~ March 1, 2002, a copy of which is attached hereto.
5. **Survival.** ~~The~~ conditions contained in this Addendum shall survive closing on the Agreement. Seller and Buyer and their respective officers and directors, if any, ~~will~~ take such further action and execute such further documents after the Closing ~~as~~ may be reasonably requested ~~by~~ any other party to this Addendum in order to ~~carry~~ out the purposes of this Addendum.

MBPW

ADDENDUM TO RESERVATION AGREEMENT

The phrase "a mutually-agreed style home" is limited to the following, with the intent **being** not to detract **from** the value of neighboring property:

-
1. No **flat roof**
 2. **All** corners of the exterior of the house *shall* be square
 3. **All** four sides of the house *shall* be architecturally pleasant, meaning that windows shall not be in **jarringly** unusual arrays **and** that **any** protrusions *shall* be done in a pleasant style
 4. The style shall not be **so** modern and **unusual** that it will not reasonably blend with more traditional colonial, Cape Cod, saltbox or other styles

M B P
W

**To: BUYER
From SELLER, GOLDENEYE COOPERATION**

SELLER will be responsible for snow plowing and sanding Hope Avenue until said road is accepted by the City of Portland.

SELLER will be responsible to provide electricity to street light poles until the City accepts Hope Avenue

SELLER has provided BUYER with a copy of sheets 7, 8, 9, & 14 from the Plan Set as stated in Item # 12 of the Notes

SELLER has provided BUYER with a copy of the Maine Department of Environmental Protection (MDEP) Site Location Permit for the project. It is the BUYER'S responsibility to review the Permit as it may affect their proposed lot.

BUYER is responsible for their own rubbish removal until the City accepts Hope Avenue.

Michael B. Peimer ***Nov. 7, 2007***
Signature Date

Signature Date



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Lee Urban- Director of Planning and Development

Aaron Shapiro- Director of Housing and Neighborhood Services

Michael J. Nugent- Director of Inspection Services

March 8, 2005

Mark Jackson
Maine Residential Design

Re: Permit # 05-0142, 126 Hope Ave. (390-A-011)

Dear Mr. Jackson,

I have commenced the review of the plans for the above referenced new single family home. The following additional information is required:

1. Footing dimension, foundation drainage, fabric & damp proofing not specified.
2. Foundation anchors bolts and sill plate not specified.
3. Lally columns not specified.
4. Main bearing wall needs construction details
5. Will need design specs on steel beams, any engineered beams & joists. This can be submitted when the products are ordered.
6. Call out the mudroom floor joists
7. Call out floor sheathing & correct 5/4" cdx on roof.
8. Call out the fastener schedule – using the 2003 IRC
9. Because there is some habitable space above the garage, call out the fire separation and opening protection
10. Call out the min. required egress for each bedroom
11. What type of roof **shingles** are being used?
12. Call out the safety glazing required in the master bath
13. Show location and dimensions of attic scuttle.
14. Call out chimney clearances to combustibles & fire blocking.
15. Since the basement is showing habitable space in the game room, there needs to be a code compliant second means of egress from that space. The garage is not allowed unless there is protection to an exterior door.
16. Need details on the main stair rail, dimensions, openings
17. Smoke detectors must be called out to meet code.
18. Need details on the deck construction and stairs/rails

Please submit new plans that reflect this information, also on pdf. Or 11x17 copy, and the review will continue. You can contact me at 874-8715 or jmb@portlandmaine.gov

Yours truly,

Jeanie Bourke
Code Officer/Plan Reviewer

From: "Barbara Peisner" <bpeisne1@maine.rr.com>
To: <jmb@portlandmaine.gov>
Date: 03/22/2005 11:54:22 AM
Subject: 126 Hope

Jeanne,

These were revisions that Mark sent me, and I don't know what the changes are that you needed to see, so I am sending all of what he sent me to you for your review. Thank you. Our builder's cell phone number is 653-6004; name is Douglas Candage. This part of the process is more technical than I have the knowledge to address, so please let me know if there is something you need that I am not giving you or if it is better for you to talk directly to the designer (Mark Jackson 783-4327) or Doug Candage. Thanks for your help.

Barbara Peiner

-----Original Message-----

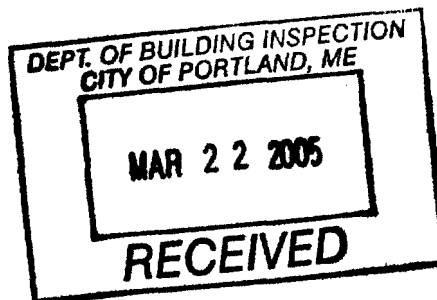
From: Mark Jackson [mailto:markjack63@yahoo.com]
Sent: Wednesday, March 16, 2005 9:14 AM
To: bpeisnel@maine.rr.com
Subject: plans

Here are the new pdf files for your review.....

mark

*Revised PDF files
saved in eBC*

Do you Yahoo!?
Yahoo! Small Business - Try our new resources site!
<http://smallbusiness.yahoo.com/resources/>



Applicant: Douglas Candage

Date: 2/14/05

Address: 126 Hope Ave (lot #5)

C-B-L: 390-A-011

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

#05-0142

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - to construct new single family dwelling with attached 2 car garage with rear deck

Sevage Disposal - City

Lot Street Frontage - 50' min - 100' +

Front Yard - 25' min - ~~42'~~ scaled revised shows 35'

Rear Yard - 25' min - 200' + given

Side Yard - 14' min req - ~~14'~~ shown revised shows 14.7' / 14.5'

Projections - rear decks (2x38 total) front porches 4x20 / 4x10

Width of Lot - 80' min - 96' scaled

Height - 35 ft MAX - 28' scaled

Lot Area - 10,000^{sq} min 40,184^{sq} given

Lot Coverage/ Impervious Surface - 20% 8036.8^{sq} MAX

Area per Family - 10,000^{sq}

Off-street Parking - 2 pkgs spec req - 2 car garage shown

Loading Bays - N/A

Site Plan - minor/minor # 2005-0017

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 2 - Zone X

- 24x26 = 624
- 32x40 = 1280
- 15x18 = 270
- 12x38 = 456
- 4x10 = 40
- 6x18 = 108
- 4x20 = 80

No Daylight basement shown

315 05 - revised site plan receive - reorienting the bldg - 2858^{sq}

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	390 A011001
Location	126 HOPE AVE
Land Use	VACANT LAND
Owner Address	PEISNER MICHAEL B 26 OVERSET RD PORTLAND ME 04103
Book/Page	18664/173
Legal	290-A-11 HOPE AVE 122-128 40184 SF LOT 5

Valuation Information

Land	Building	Total
\$65,680	\$ 0.00	\$65,680

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.922	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
-------------	-----------------	-------------------	-------------	--------------	------------------

Sales Information

Date	Type	Price	Book/Page
01/01/2003	LAND	\$115,000	18664-173

Picture and Sketch

Picture	Sketch	Tax Map
----------------	---------------	----------------

Click here to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at **874-8490** or e-mailed.



STATUTORY WARRANTY DEED

GOLDENEYE CORP., a Maine corporation with a principal place of business in Falmouth, in the County of Cumberland and State of Maine

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

MICHAEL B. PEISNER, whose mailing address is 26 Overset Road, Portland, Maine 04103

A certain lot or parcel of land situated on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 5 shown on plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" dated December 4, 2001, as revised, prepared by Titcomb Associates, and recorded at the Cumberland County Registry of Deeds in Plan **Book 202**, Page 650, together with a right-of-way in common with others over "Hope Avenue" as shown on the plan.

Being a portion of the premises conveyed to the Grantor herein by deed of Robert L. Adam and Lloyd B. Wolf dated October 17, 2002 and recorded at the Cumberland County Registry of Deeds in **Book 18262**, Page 159. Reference is further made to a confirmation deed from Lloyd B. Wolf to Grantor herein dated November 5, 2002 and recorded at said Registry of Deeds in **Book 18336**, Page 57.

EXCEPTING AND RESERVING to the Grantor, its successor and assigns, all right, title and interest in and to the fee interest in "Hope Avenue", so-called, as shown on the plan. The purpose of this reservation is to preserve the Grantor's right in and to such ways pursuant to 23 M.R.S.A. §3031(4) and 33 M.R.S.A. §460 et seq. together with the right to convey said fee interest to the City of Portland.

This conveyance is subject to and with the benefit of the following:

1. Notes 1 through 19, restrictions, conditions, easements and covenants as may be set forth on said Plan recorded in Plan **Book 202**, Page 650.

MAINE REAL ESTATE TAX PAID

2. Depending on the elevation of the lowest plumbing fixture, a private pump station may be required **as** more specifically set forth in Paragraph 12 of said Notes.
3. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29,1955 and recorded at said Registry of Deeds in **Book** 2276, Page 277.
4. Such State of Facts **as** set forth or depicted on plan showing Plan of Property for Robert Adam dated August 1978 and recorded at said Registry of Deeds in Plan **Book** 125, Pages **45** and 46.
5. A thirty (**30**) foot pedestrian easement **as** shown along the westerly sideline of said Plan recorded in Plan **Book** 202, Page 650.
6. Lot **5** is subject to a thirty (30) foot private drainage easement **as** shown on said Plan.
7. An easement deed from Goldeneye Corp. to the City of Portland of recent date herewith, to be recorded at said Registry of Deeds.
8. Terms and conditions of a State of Maine Department of Environmental Protection Site Location **of** Development Natural Resources Protection Act Water Quality Certification Findings of Fact and Order dated August 23,2002 and recorded at said Registry of Deeds in **Book** 18084, Page **64** (incorrectly referred to as 94 in previous deed) together with the requirement that all future conveyances shall include reference to this permit.
9. Terms and conditions of a Declaration of Covenants and Restrictions dated November 5,2002 and recorded at said Registry of Deeds in **Book** 18336, Page 59.

Also hereby conveying together with and subject to all rights, easements, privileges and appurtenances, belonging to the premises hereinabove described.

This conveyance is made SUBJECT to the current real estate taxes to the City of Portland subject to proration at the closing, which Grantee herein by his acceptance of this deed hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said GOLDENEYE CORP. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by ROBERT L. ADAM, its PRESIDENT thereunto duly authorized the 6th day of January, 2003.

GOLDENEYE CORP.

Christine Miller

By: Robert L. Adam L.S.
Its
President

STATE OF MAINE
CUMBERLAND, SS.

January 6, 2003

Then personally appeared the above-named Robert L. Adam, President of GOLDENEYE CORP as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

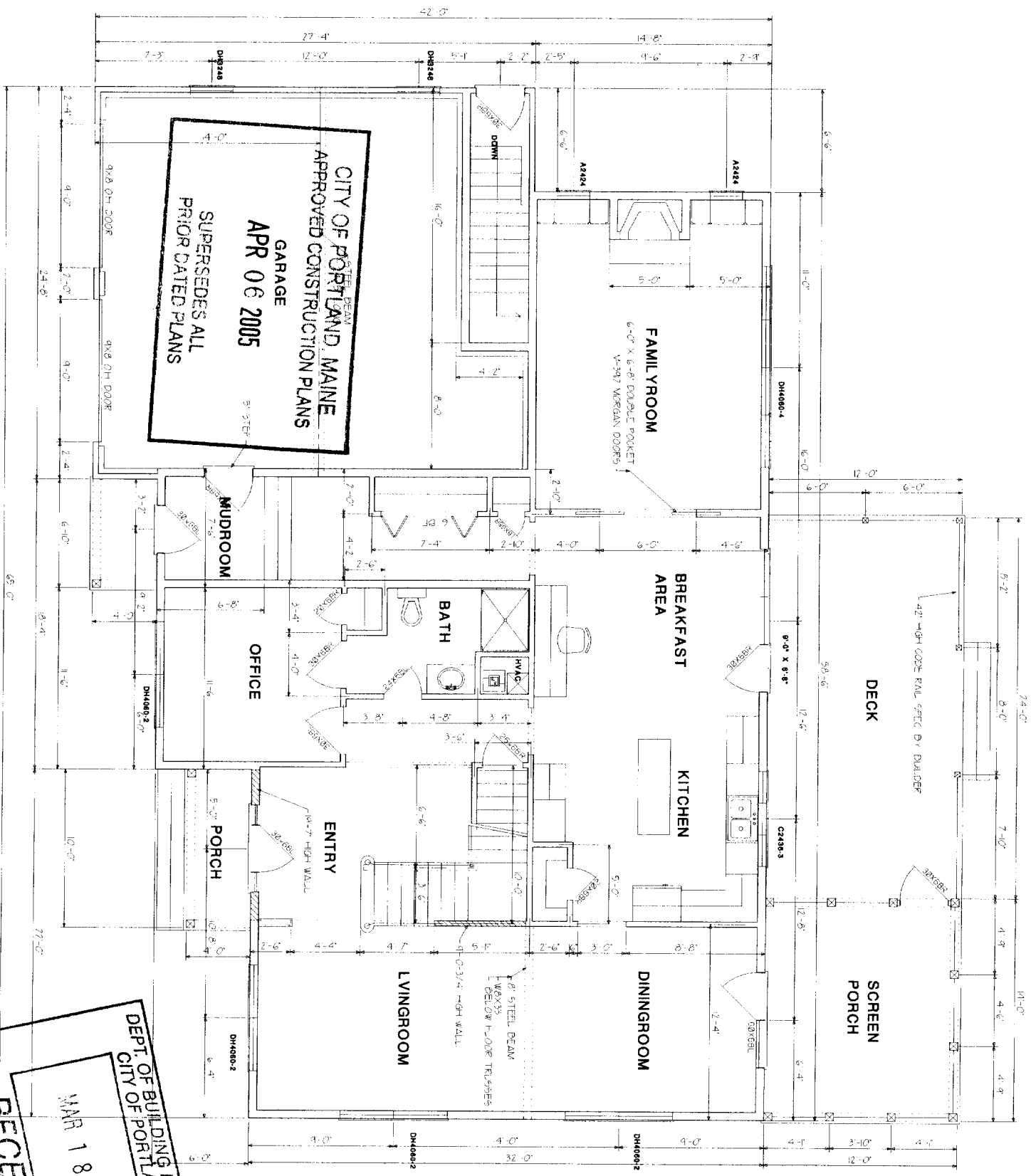
Ellen Melinda Reed
Attorney at Law/Notary Public

ELLEN MELINDA REED
Notary Public, Maine
My Commission Expires October 31, 2007

SEAL

Received
Recorded Register of Deeds
Jan 07, 2003 09:30:34A
Cumberland County
John B. O'Brien

FIRST FLOOR PLAN



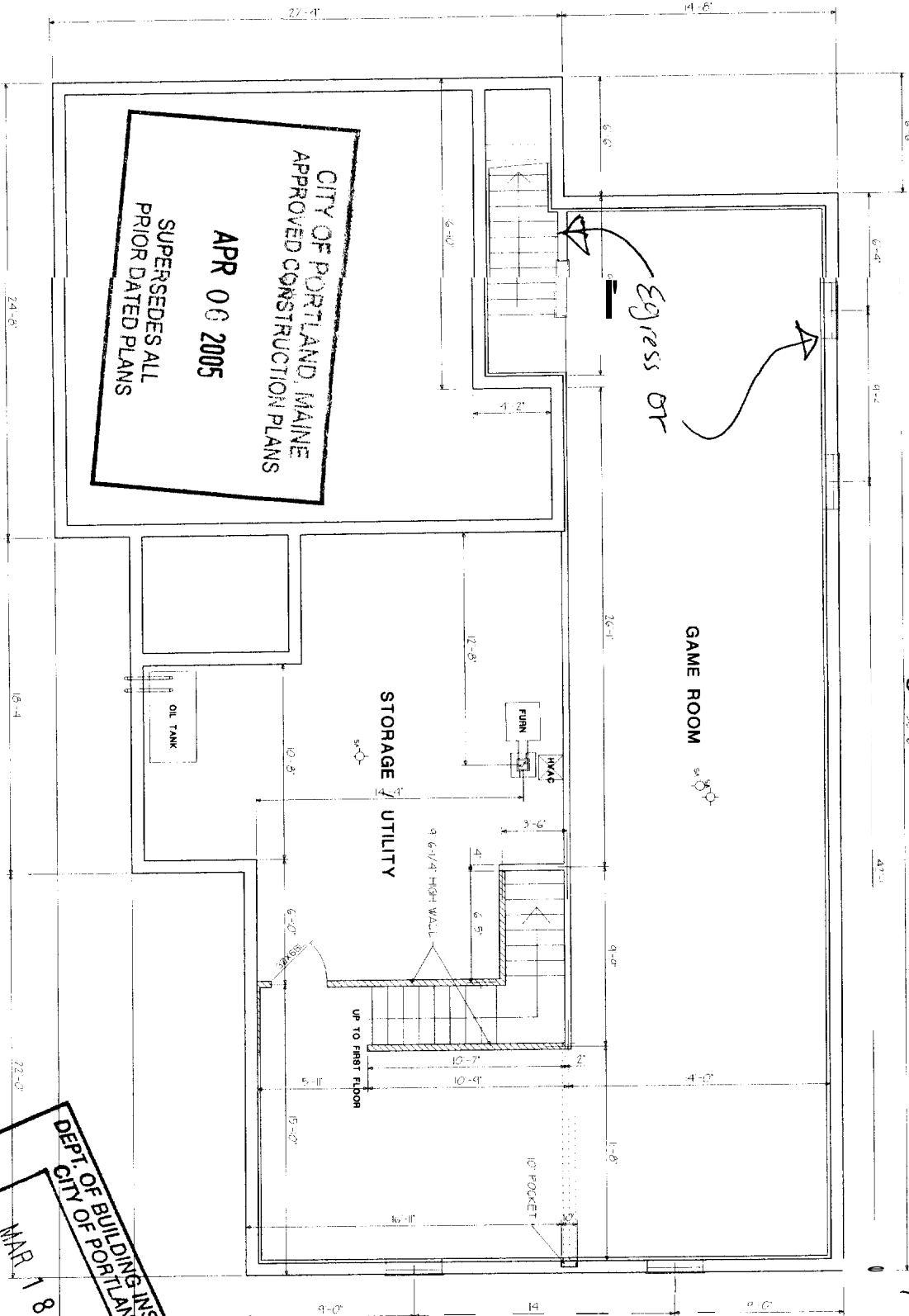
CITY OF PORTLAND, MAINE
 APPROVED CONSTRUCTION PLANS
 GARAGE
 APR 06 2005
 SUPERSEDES ALL
 PRIOR DATED PLANS

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 MAR 18 2005
 RECEIVED

Peisner 126 Hope

Seanne would this be ok for basement egress?

I'm at work on Monday 874-1017, X260



BASEMENT PLAN

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 MAR 18 2005
 RECEIVED