

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

Location of Construction: 1241 Washington Ave		Owner: Bernier, Brian & Michale		Phone: 797-2402		Permit No: 980965	
Owner Address: SAA 04103		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: Owner		Address:		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: AUG 31 1998 CITY OF PORTLAND </div>	
Past Use: 1-fam		Proposed Use: Same w/daycare		COST OF WORK: \$ FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature:			
Proposed Project Description: Change Use None Occupation/Daycare/Max 6 Children		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>		Zone: R3 CBL: 408-A-029	
Permit Taken By: MC		Date Applied For: 24 August 1998					

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

- Zoning Appeal**
- Variance
 - Miscellaneous
 - Conditional Use
 - Interpretation
 - Approved
 - Denied

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

- Action:**
- Approved
 - Approved with Conditions
 - Denied

Date: _____

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: **26 August 1998** 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
KCTR

COMMENTS

9-8-98 ^{11 PM} asked to have ^{talked to michael} Smoke detectors installed in all Floors and sleeping rooms with none out side of 1st Floor Bed Room near K.I.T. T.E.R.

10-28-98 Smoke detectors on Each Floor and in Ea. sleeping Room No Flammables in Basement, all stored out side; all outlets protected Furnace Pipes sound and has Fuse Link in place OK For CO. (TR)

3 way Egress ON 1st Floor Front Back and Side 4' Fence in yard I advised michael to close the space under Her Gate to 4" (TR)

Inspection Record

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 1241 Washington Ave (408-A-029)

Issued to Bernier, Brian & Michael

Date of Issue 02 November 1998

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 980965, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Single Family Dwelling
w/daycare

Use Group: R3 Type: 5B
BOCA 96

Limiting Conditions:

Maximum Six (6) children

This certificate supersedes
certificate issued

Approved:

11-4-98 *[Signature]*

(Date)

Inspector

[Signature]

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

BUILDING PERMIT REPORT

DATE: 28 Aug. 98 ADDRESS: 1241 Washington Ave. 408-A-029
REASON FOR PERMIT: Change of use Single Family / Single Family day care (6 min)
BUILDING OWNER: Bensien
CONTRACTOR: owner
PERMIT APPLICANT: 1
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

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

Approved with the following conditions: *1, *12, *16, *24

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)
- 2.5 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
- 2.6 Foundations anchors shall be a minimum of 1 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)
3. Precaution must be taken to protect concrete from freezing. Section 1908.0
4. 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.
5. 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)
6. 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
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. 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 34" 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)
9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
10. 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)
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4
12. 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

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)
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

4. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
15. 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

16. 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 19, 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

17. 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

18. The Fire Alarm System shall be maintained to NFPA #72 Standard.

19. The Sprinkler System shall maintained to NFPA #13 Standard.

20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)

21. 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".

22. 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 to the Division of Inspection Services.

23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)

24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.

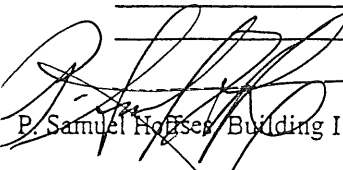
25. All requirements must be met before a final Certificate of Occupancy is issued.

26. 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).

27. 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)

28. Please read and implement the attached Land Use-Zoning report requirements.

29. _____
30. _____
31. _____
32. _____


P. Samuel Hoffner, Building Inspector

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

LAND USE - ZONING REPORT

ADDRESS: 1241 Washington Ave DATE: 8/27/98

REASON FOR PERMIT: Change of use for Daycare Home Occupancy

BUILDING OWNER: Brian & Michele Penner C-B-L: 408-A-29

PERMIT APPLICANT: owner

APPROVED: with conditions DENIED: _____

#1, #5, #7

CONDITION(S) OF APPROVAL

1. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
2. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
4. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the garage in place and in phases.
5. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval. ^{with daycare home occupation}
6. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
7. Separate permits shall be required for any signage, under home occupancy guidelines.
8. Separate permits shall be required for future decks and/or garage.
9. Other requirements of condition _____

Marge Schmuckal

Marge Schmuckal, Zoning Administrator,
Asst. Chief of Code Enforcement

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: 1241 Washington Avenue, Portland

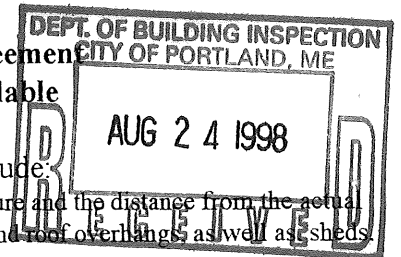
Tax Assessor's Chart, Block & Lot Number Chart# <u>408</u> Block# <u>A</u> Lot# <u>29</u>		Owner: <u>Brian and Michele Bernier</u>	Telephone#: <u>797-2402</u>
Owner's Address: <u>1241 Washington Avenue</u>		Lessee/Buyer's Name (If Applicable) <u>N/A</u>	Cost Of Work: \$ <u>N/A</u> Fee \$ <u>25</u>
Proposed Project Description:(Please be as specific as possible) <u>Home Occupation: licenced family day care</u>			
Contractor's Name, Address & Telephone <u>N/A</u>			Rec'd By:

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

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

You must Include the following with 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, as well as sheds, 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: Michele D. Bernier Date: 8/12/98

Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.

August 12, 1998

Received
8/24/98

Marge Schmuckal
Zoning Administrator

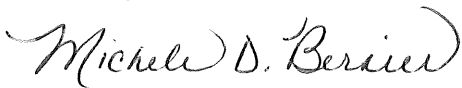
Once I have received the approvals from the city and the state, I will be opening a home day care at my residence, 1241 Washington Avenue. As per your request, the following list describes how my home meets the necessary criteria outlined by Portland Code Sec. 14-410.

- a. My day care will be licensed by the state for only 6 (+2) children.
- b. There are no goods or displays visible from the outside, other than outdoor toys in the backyard.
- c. There is no extra storage associated with the day care anywhere.
- d. I have no exterior signs.
- e. No exterior materials, lighting, or signs have been added.
- f. Parking is available in my driveway during drop-off and pick-up times.
- g. No offensive noises or other things as specified in this section shall be produced.
- h. I have no nonresident employees.
- i. I live on Washington Avenue; my few clients will not generate any more traffic than is normal for this area.
- j. There are no motor vehicles associated with my day care on the premises.

Please feel free to contact me at home with any questions you may have, or if you need further information. My home phone number is 797-2402.

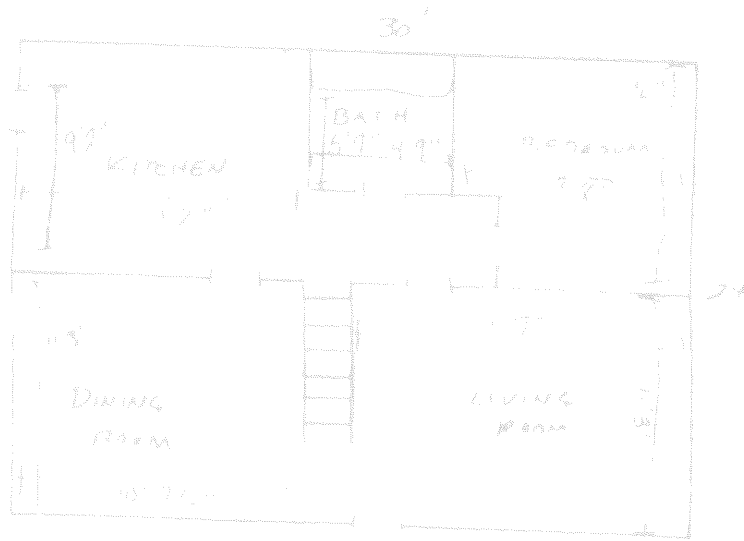
Thank you for you consideration. I look forward to receiving my permit soon.

Sincerely,

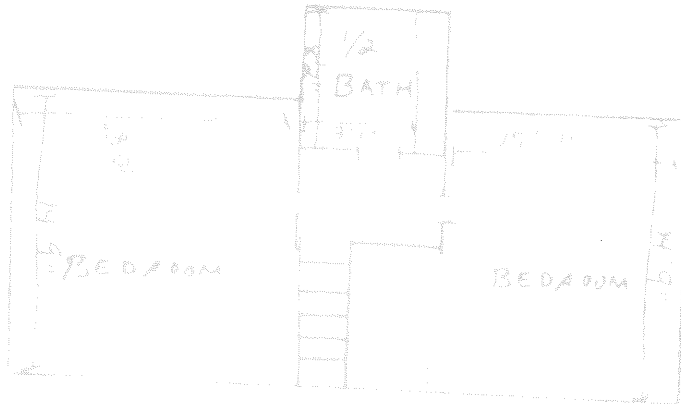


Michele D. Bernier

1st floor
1120 sq



2nd floor
384 sq



TOTAL GLA
1104 sq

ROOMS + DIMENSIONS NOT TO SCALE

NOV-09-1995 17:38

CENTURY 21 BALFOUR



HARDEN BEECHER

P. 03

SOUTH OCEAN BLVD. ME 04105 (207) 794-1501
949 BRIMINGTON AVENUE PORTLAND, ME 04102 (207) 773-8058
301 FOREBICK ROAD FALMOUTH, ME 04105 (207) 781-2218

Page 1 of 3
Initials: Buyer
Seller

PURCHASE AND SALE AGREEMENT

1. PARTIES. This agreement is made this 6 day of November, 1995 between Brian and Michele Bernier of Portland, Me. Estate of Little hereinafter called BUYER, hereinafter called SELLER, RCL

2. DESCRIPTION. Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYER agrees to buy the following described premises: a cape style house with three bedrooms and 1.5 baths located at 1241 Washington Ave. as more particularly described in a Deed dated May 23, 1975 and recorded in the Cumberland County Registry of Deeds in Book 38107, Page 166 being all the property owned by SELLER at this address.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as part of said premises are all buildings, structures, improvements and fixtures located in or on the premises belonging to SELLER and used in connection therewith including, if any, in "as is" condition, all electrical fixtures, blinds, curtain rods, window shades, wall-to-wall carpeting, screen and storm windows and doors. Items to be transferred to BUYER in "as is" condition and not considered part of the real estate are: (if none, state "none") none

Items not included in the sale are as follows: (if none, state "none")

None

4. CONSIDERATION. For such Deed and conveyance BUYER is to pay the sum of \$75,000.00 of which \$17,000.00 has been paid this day as an earnest money deposit and \$58,000.00 is to be paid in cash, or by certified or bank check upon delivery of the Deed.

PRICE \$ 75,000
DEPOSIT \$ 17,000
BALANCE DUE \$ 58,000

transfer of title. This offer shall be valid until Nov 8, 1995 shall hold said earnest money deposit and act as escrow agent until the event of SELLER'S non-acceptance, this earnest money shall be promptly returned to BUYER. (date) 9 AM/PM; and, in

5. TITLE. Said premises are to be conveyed by a good and sufficient Warranty Deed from SELLER, conveying a good, clear record and marketable title to the same, free from all encumbrances, except:

- a. Usual public utilities servicing the premises, if any;
b. Such taxes for the current year as are not due and payable on the date of delivery of the Deed;
c. Restrictions and easements of record, if any, which do not materially affect the value or intended use (single family and/or) of the premises

However, should the title prove defective, then SELLER shall have a reasonable time (not to exceed 30 days, unless otherwise agreed to in writing) after written notice of such defects to remedy the title; after which time, if such defects are not corrected so that there is a merchantable title, then BUYER may, at BUYER'S option, withdraw said deposit and be relieved from all obligations thereunder.

6. PERFORMANCE. The Deed is to be delivered and the consideration paid at a mutually agreeable place on or before Dec 20, 1995 at 9 A.M. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; and all instruments so procured to clear the title shall be recorded prior to or simultaneously with the delivery of the Deed.

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

8. MORTGAGE FINANCING. This agreement is contingent on Buyer's ability to obtain a mortgage loan commitment of \$58,000.00 of the purchase price, at an interest rate not to exceed 9.0% and amortized over a period of not more than 30 years. BUYER agrees to apply for said mortgage loan within 30 days and provide a written statement within 15 days of the effective date of this agreement that BUYER has made application and based on the information provided, subject to verification, is qualified for the loan requested. BUYER is to make every effort to obtain said mortgage loan commitment on or before the date hereinafter set forth. If said written statement is not received within 15 days SELLER may, at SELLER'S option, cancel this agreement. In the event the BUYER is unable to obtain a commitment for said mortgage loan on or before the date hereinafter set forth, BUYER shall so advise the Broker in writing and this Agreement shall become null and void, and all payments made hereunder shall be refunded, and all obligations to each other shall cease. If such written notice is not received on or before the expiration date hereinafter specified, BUYER shall be bound to perform BUYER'S obligation under this Agreement. It is agreed that the time granted for obtaining a mortgage loan commitment shall expire on Dec 11, 1995. SELLER agrees to pay 3 points which may be required by the lender for such mortgage.

MSHA and FHA

An Independently Owned and Operated Member of Coldwell Banker Affiliates, Inc.

* Buyers have been pre approved by Peoples Heritage Bank
WJ 48610-1 1094 hcr S.H. Parsons

NOV-09-1995 17:41

CENTURY 21 BALFOUR

P. 01

RCL
Page 2 of 3

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

20. WITHHOLDING. SELLERS are legal residents of _____ . In the event SELLERS are not legal residents of the State of Maine and the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 8210-A requires 2.5% of the total consideration paid for the property to be withheld by the real estate escrow person who closes the transaction to be paid over to the State Tax Assessor, unless a waiver is obtained from the Bureau of Taxation, Augusta, Maine.

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

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

23. AGENCY CONFIDENTIALITY. Buyer and Seller understand that the terms of this contract are confidential, but authorize the Agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize Agent(s) to receive closing statements.

24. CONSTRUCTION OF AGREEMENT. This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER, their obligations hereunder shall be joint and several.

25. OTHER CONTINGENCIES.

Offer subject to purchasers having 3 business days to research the Flood Plain issue regarding this property. If the buyers are not satisfied with results of research, they will notify the seller and this contract will become null and void.

ADDENDUM(S) ATTACHED.

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

<i>[Signature]</i>	007-62-8751	11/6/95	<i>[Signature]</i>
Buyer	S.S.#	Date	Witness
<i>Michel Duchambault (Buyer)</i>		11/10/95	<i>(H North)</i>
Buyer	S.S.#	Date	Witness
	005 660874		
<i>Ralph C. Little</i>	005-26-1920	11/10/95	<i>Thomas F. Swarbut</i>
Seller	S.S.#	Date	Witness
Seller	S.S.#	Date	Witness
Broker			<i>[Signature]</i>
			Co-Broker

Effective Date (Final acceptance date) 11-10-95

EXTENSION			
The time for the performance of this agreement is extended until _____			Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date