

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

PERMIT ISSUED
Permit Number: 000891
JUN 30 2006
CITY OF PORTLAND

This is to certify that COOK ROLAND G JR & BRYAN W COOK

has permission to remove shed, build deck in

AT 46 ARCADIA ST

provided that the person or persons who perform or supervise the work in accepting this permit shall comply with all of the provisions of the Statutes of the State 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 loaded or closed-in. 24 HOUR 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

[Signature]
Director - Building & Inspection Services

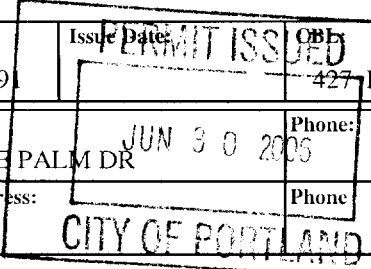
PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0691	Issue Date: JUN 30 2006	OB# 427-F007001
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Location of Construction: 46 ARCADIA ST	Owner Name: COOK ROLAND G JR & BRYAN	Owner Address: 585 SPINDLE PALM DR	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Dwellings	Zone: R5



Past Use: 2 Family Home	Proposed Use: 2 Family Home/ remove shed, build deck in rear	Permit Fee: \$6600	Cost of Work: \$5,000.00	CEO District: 4
legal use: 2 dwelling units - per 1957 assessing record.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: 1?3 Type SB 6/29/06 [Signature]	

Proposed Project Description: remove shed, build deck in rear	Signature:	Signature:
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: 05/05/2006	Zoning Approval
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 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..	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"/> Date 5/30/06	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Appioved <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 Approved <input type="checkbox"/> Approved w/Conditions Denied Date: [Signature]
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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

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

Permit No: 06-0691	Date Applied For: 05/05/2006	CBL: 427 F007001
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Location of Construction: 46 ARCADIA ST	Owner Name: Hill, Adam	Owner Address: PO Box 4242	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Dwellings	

Proposed Use: 2 Family Home/ remove shed, build deck in rear	Proposed Project Description: remove shed, build deck in rear
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	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>

5/25/2006-amachado: Adam Hill came in today.. He is going to redesign the deck so it meets the setbacks, and bring in a revised plot plan.

5/25/2006-amachado: Adam Hill came in with arevised plot plan that meets setbacks.



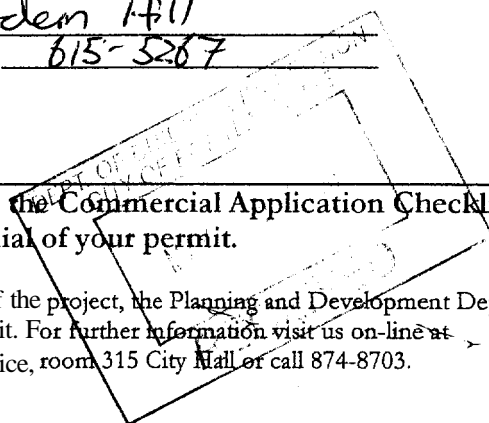
General Building Permit Application

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>46 Arceadia</u>		
Total Square Footage of Proposed Structure		Square Footage of Lot <u>4500</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>427</u> <u>F</u> <u>7</u>	Owner: <u>Adem Hill</u>	Telephone: <u>615-5267</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Adem Hill</u> <u>PO Box 4242</u> <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>5,000</u> Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>2 Family</u> If vacant, what was the previous use? _____ Proposed Specific use: _____		
Project description: <u>Remove back attached shed</u> <u>Build Deck in Rear / Replace Front Stairs</u> <u>Update Kitchen + Baths / Replace Doors</u>		
Contractor's name, address & telephone: <u>Adem Hill PO Box 4242 Portland, ME 04101</u>		
Who should we contact when the permit is ready: <u>Adem Hill</u> Mailing address: _____ Phone: <u>615-5267</u>		

Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

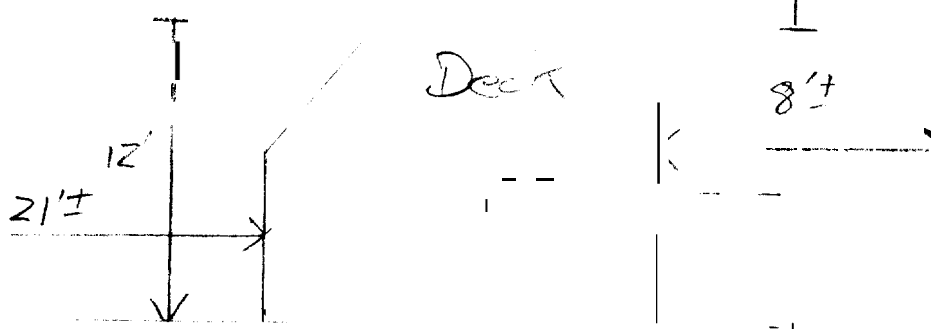
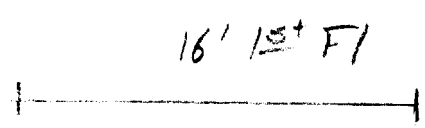
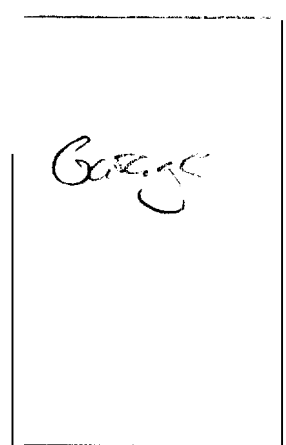
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.



Cost: _____	_____
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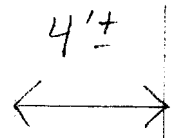
Plot Plan
 46 Arcadia
 Adam Hill
 615-5267

R5 -
 front 20' req. - 38' ok
 rear 20' req. - 25' ok
 side 1 1/2 8' Sunlight
 2 12' 21 on left.
 29.674 ok ✓



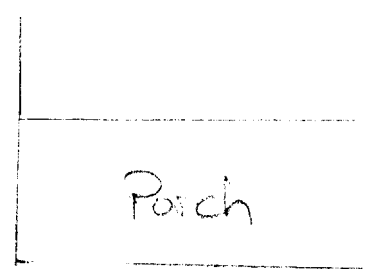
lot coverage ok.
 1418 sq ft new deck
 (1500 sq ft allowed)

100' ±



Drive
 way

House



45' ±

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 MAY 25 2006
 RECEIVED

Ø = 8" Diameter concrete tube, 4' below grade

2x8 OT 16" OC

46 Arched

3, 2x10's

Square Nosing

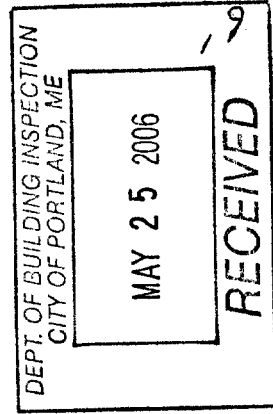
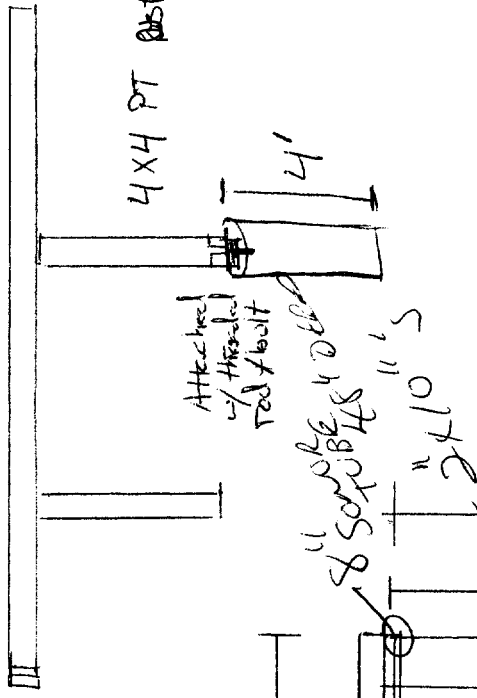
11"

7"

Festener Size

8" Bolts

2x8 PT X 2



Guardrail height
42" 36

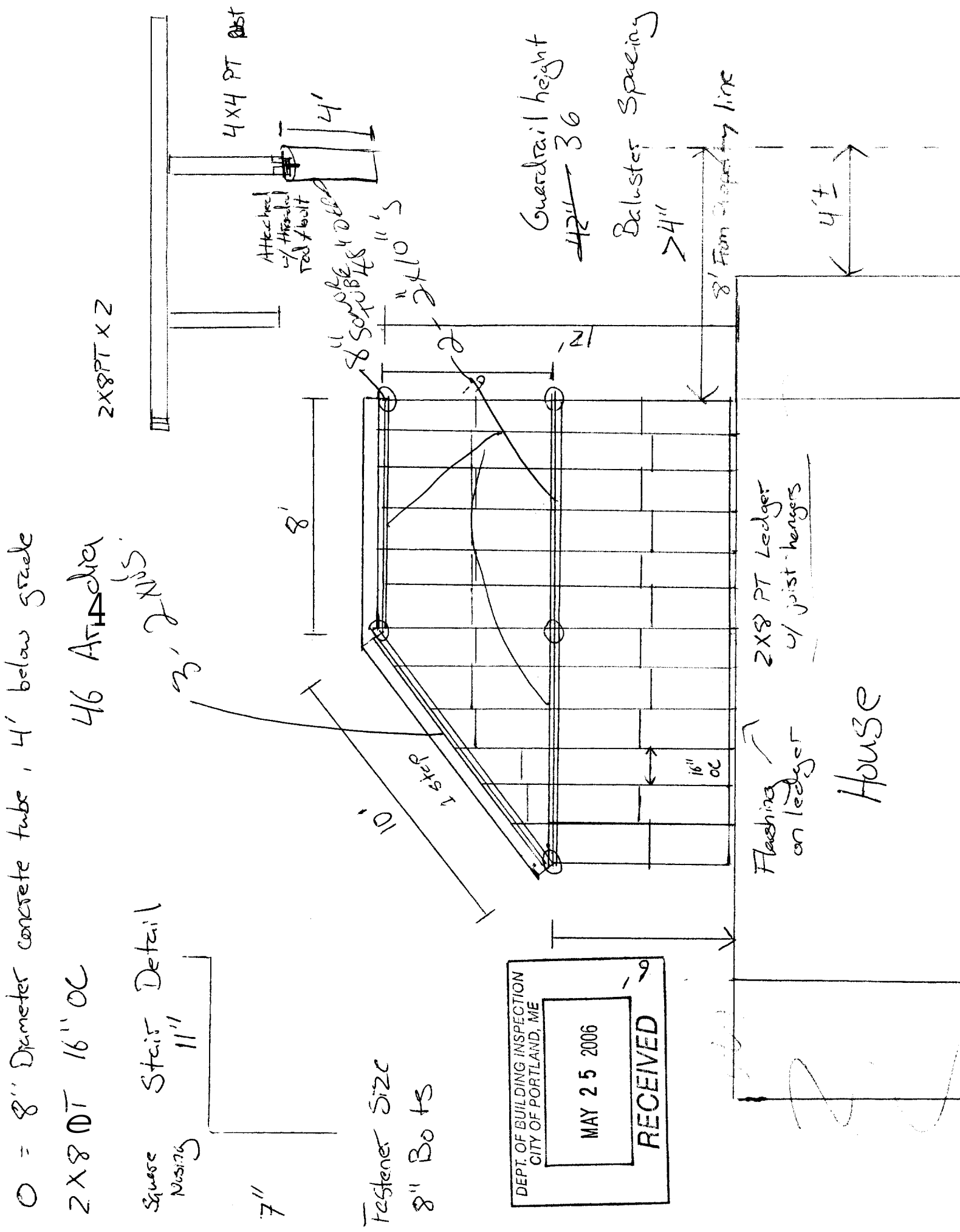
Baluster Spacing
> 4"

8' From topography line

4'±

Flashing on ledger
2x8 PT Ledger w/ joist hangers

House



PURCHASE AND SALE AGREEMENT

May 3, 2006

Effective Date

Effective Date is defined in Paragraph 24 of this Agreement.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: none

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

4. PERSONAL, PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: 1 stove 2 refrigerators, washer and dryer

Seller represents that such items shall be operational at the time of closing, except: n/a

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 210,000.00. Buyer has made; or will make within _____ business days of the date of this offer, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ MA will be paid _____ . Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Remax By The Bay ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 4, 2006 (date) 5:00 AM PM; and, in the event of 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.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on May 25, 2006 (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 in Writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

March 2006

Page 1 of 4 - P&S

Buyer(s) Initials AA

Seller(s) Initials _____

Remax By The Bay 970 Baxter Blvd., Portland ME 04103
Michael O'Connor

Phone (207) 553-7351

Fax (207) 773-2525

Adam Hill.zfx

Produced with ZipForm™ by RE FormsNet. LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. 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. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

13. DUE DILIGENCE: 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 or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days	h. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				o. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days
				p. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				q. Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation 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 investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property. Since the determination on the acceptability of the results of the above investigations rests exclusively with Buyer, Seller's signature on this Agreement shall constitute written authorization to release the earnest money to Buyer if Buyer terminates the Agreement under this paragraph and Seller agrees to hold the agency holding the earnest money harmless for returning the earnest money to Buyer in the event of such termination.

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____

15. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a conventional loan of 95,000 % of the purchase price, at an interest rate not to exceed Market % and amortized over a period of 30 years.
- 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 3 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 15 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Michael O'Connor of Re/max By The Bay is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Michael O'Connor of Re/max By The Bay is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, 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. 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. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. 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.

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

20. 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.

21. 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.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No

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

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

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x 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.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS: **This contract is subject to purchaser's satisfactory review of seller's disclosure and lead paint addendum within 7 days.**

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

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 Revenue Services.

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.

Buyer's Mailing address is _____

BUYER _____ DATE BUYER _____ DATE

Adam Hill

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____


SELLER Roland G Cook JR _____ DATE SELLER Bryan W Cook _____ DATE

COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE SELLER _____ DATE

The Buyer hereby accepts the counter offer set forth above.

 _____ DATE 5/3/06

BUYER _____ DATE

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

BUYER _____ DATE SELLER _____ DATE

BUYER _____ DATE SELLER _____ DATE



Appointed Agent Disclosure And Agreement

RE/MAX By The Bay (hereinafter "Agency") has a policy of appointing a specific agent(s) (hereafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are who hold(s) a real estate license.

Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. Agency may be representing both the Seller and the Buyer in connection with the sale of purchase of real estate.

Should the Appointed Agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent(s) named above of any fiduciary duties owed to you. **Client has read the Appointed Agent Disclosure prior to entering into a brokerage contract with Agency and hereby consents to the appointment of Agent(s).**

Yes No

Disclosed Dual Agency Consent Agreement

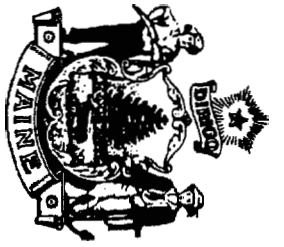
Client(s) acknowledge they have been informed by *RE/MAX By The Bay* (hereinafter "Agency") that Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer client desires to purchase a Seller client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - a. the willingness or ability of Seller to accept less than the asking price;
 - b. the willingness or ability of Buyer to pay more than has been offered;
 - c. confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - d. the motivation of Seller for selling and the motivation of buyer for buying.

Client has read and understood the Agreement; understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent and hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed dual Agent.

Yes No

Date: 5/3/06 Buyer:  Buyer: _____



This form provides a consumer guide to agency relationships in a real estate transaction. Maine law requires that it be given to all prospective residential buyers/sellers.

Dept. of Professional & Financial Regulation
Office of Licensing & Registration
MAINE REAL ESTATE COMMISSION
35 State House Station Augusta ME 04333-0035
AGENCY RELATIONSHIPS



WHO IS A CLIENT?

A client is a person who establishes an agency relationship with and agrees to be represented by an agent in a real estate transaction.

A **Seller** becomes a client of a real estate company by entering into a listing agreement with a licensee associated with a company. Depending on the type of property and the agreement, the listing may or may not be in writing. However, it is generally a good idea to have the agreement in writing so that the terms and the obligations of both the seller and the licensee/company are clearly established.

A **Buyer** becomes a client of a real estate company by entering into a buyer representation agreement with a licensee associated with a company. Although not required, it is generally a good idea to have the agreement in writing so that the terms and the obligations of both the buyer and the licensee/company are clearly established.

WHO IS AN AGENT?

An **Agent** is the licensee who by mutual agreement will act on your direction and represent your interests above all others in a real estate transaction.

Acting on your behalf, your agent will employ his/her best efforts to negotiate the best price and terms in a real estate transaction. Your agent owes utmost loyalty to you, the client, and must pass on to you any information he or she knows which might influence your decision to buy or sell. You can rely on your agent to preserve confidential information provided by you. You can expect to receive timely accounting of money or property related to and received during your relationship with your agent.

Dept. of Professional & Financial Regulation
Office of Licensing & Registration

MAINE REAL ESTATE COMMISSION
35 State House Station Augusta ME 04333-0035
AGENCY RELATIONSHIPS

WHAT IS A DUAL AGENT?

In certain situations, a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **dual agency** since one agent represents both parties and both parties remain clients of the company. The possibilities and consequences of dual agency representation must be explained to you by the licensee. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party. Also, a dual agent may not be the advocate for either party and cannot negotiate for nor advise as to the price or terms of the transaction.

It is important that you discuss dual agency with the licensee in order to understand the limits of representation that a dual agent can provide. If the company you are working with practices disclosed dual agency, you must determine whether or not you would be willing to agree to limited representation by your agent.

DO YOU WANT TO BE A CUSTOMER OR A CLIENT?

Do you want to only receive information and assistance from a real estate licensee (in which case you would be a **Customer**) or do you wish to be represented by a licensee (in which case you would be a **Client**)? A licensee is *not required* to represent either the buyer or the seller. To understand your options, discuss this issue with the real estate licensee with whom you are working. It is important to you and the licensee that your working

relationship with the licensee be established and acknowledged and that you are aware of the services the licensee will or will not provide. Not all companies offer the same choices for representation. At your discretion, it may be advisable to obtain legal or other professional advice that you believe is necessary to protect your interests.

THIS FORM IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding agency relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

TO BE COMPLETED BY LICENSEE

This form was presented on Mo 05 Day 03 Yr 06

to Adam Hill
Name of Buyer(s) or Seller(s)

MI Co am
am

on behalf of Re/Max By The Ba
Company/Agency

EVERY Y. KAMILA
ADAM C. HILL
P.O. BOX 4242
PORTLAND, ME 04101

52-7457/2112
61100006651

636

DATE 5/3/06

PAY TO THE ORDER OF BE-MAX by the Bay \$ 5,000.00
Five Thousand 00 DOLLARS

Gorham
SAVINGS BANK

MEMO Deposit - 46 Acada



MP

⑆211274573⑆ 611 00006681⑆ 0636

SPECIALTY BANK

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 427 F007001
 Location 46 ARCADIA ST
 Land Use TWO FAMILY

Owner Address COOK ROLAND G JR & BRYAN W COOK
 585 SPINDLE PALM DR
 INDIALANTIC FL 32903

Book/Page 15560/309
 Legal 427-F-7
 ARCADIA ST 46
 4500 SF

Current Assessed Valuation For Fiscal Year 2006

Land	Building	Total
\$45,990	\$116,910	\$162,900

Estimated Assessed Valuation For Fiscal Year 2007"

Land	Building	Total
\$65,200	\$147,300	\$212,500

* Value subject to change based upon review of property status as of 4/1/06.
 The tax rate will be determined by City Council in May 2006.

Property Information

Year Built 1910	Style Old Style	Story Height 2	sq. Ft. 1816	Total Acres 0.103		
Bedrooms 4	Full Baths 2	Half Baths	Total Rooms 10	Attic Unfin	Basement Full	

Outbuildings

Type GARAGE-WD/CB	Quantity 1	Year Built 1987	Size 14X20	Grade C	Condition A
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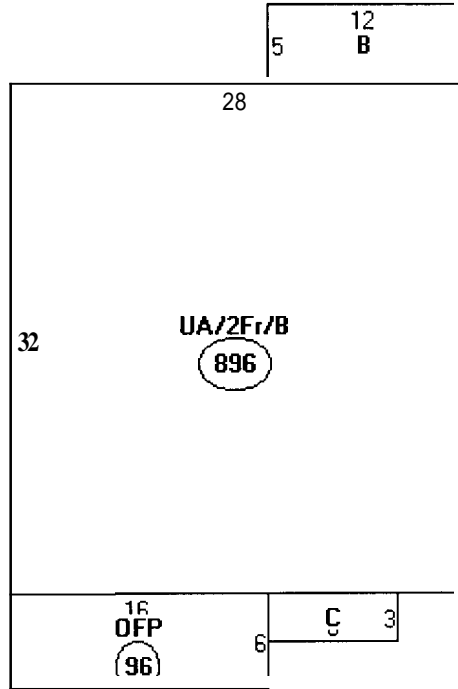
Sales information

Date 06/27/2000	Type LAND + BLDING	Price \$50,000	Book/Page 15560-309
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Picture and Sketch

Picture Sketch Tax Map

[Click here](#) to view Tax Roll Information.



Descriptor/Area
 A: UA/2Fr/B
 896 sqft
 B: EP/WD
 60 sqft
 C: FBAY/B
 24 sqft
 D: OFP
 96 sqft

427-F-7

896
 24
 96
 230 garage
 14x20
168 deck
 1464 lot coverage

deck 12x8 96
 8x6 48
 1/2 8x6 24
168

4



RECORD OF BUILDINGS

GRADE DENOTES QUALITY OF CONSTRUCTION: A—EXCELLENT; B—GOOD; C—AVERAGE; D—CHEAP; E—VERY CHEAP

YEAR 19

YEAR 19

2nd 22 pumps heat light
2nd 20 owners eat (W.B.)
47 x 12 = 564

204-1117-192
204-1117-192

FOUNDATION		FLOOR CONST.		PLUMBING	
CONCRETE	✓	WOOD JOIST	✓	BATHROOM	2
CONCRETE BLOCK	✓	STEEL JOIST		TOILET ROOM	
BRICK OR STONE		MILL TYPE		WATER CLOSET	
PIERS		REIN. CONCRETE		LAVATORY	
CELLAR AREA FULL	✓	FLOOR FINISH		KITCHEN SINK	2
1/4 3/4		B 1 2 3		STD. WAT. HEAT	✓
NO. CELLAR		CEMENT	✓	AUTO. WAT. HEAT	1
EXTERIOR WALLS		PAINT		ELECT. WAT. SYST.	
CLAPBOARDS	✓	PINE		LAUNDRY TUBS	
WIDE SIDING		HARDWOOD	✓	NO PLUMBING	
DROP SIDING		TERRAZZO		TILING	
NO SHEATHING		TILE		BATH FL. & WCOT.	
WOOD SHINGLES	✓	ATTIC FLR. & STAIRS		TOILET FL. & WCOT.	
ASBES. SHINGLES		INTERIOR FINISH		ELECTRIC LIGHTING	
STUCCO ON FRAME		B 1 2 3		ELECTRIC	
BRICK VENEER		PINE	✓	NO LIGHTING	
BRICK ON TILE		HARDWOOD		NO. OF ROOMS	
SOLID BRICK		PLASTER	✓	BSMT.	
STONE VENEER		UNFINISHED	✓	1ST	5
CONG. OR CIND. BL.		METAL CLG.		2ND	5
TERRA COTTA		RECREAT. POOM		3RD	5
VITROLITE		FINISHED ATTIC		OCCUPANCY	
PLATE GLASS		FIREPLACE		SINGLE FAMILY	
INSULATION		HEATING		TWO FAMILY	
WEATHERSTRIP		PIPELESS FURNACE		APARTMENT	
ROOFING		HOT AIR FURNACE		STORE	
ASPH. SHINGLES	✓	FORCED AIR FURN.	2	THEATRE	
WOOD SHINGLES		STEAM		HOTEL	
ASBES. SHINGLES		HOT WAT. OR VAPOR		OFFICES	
SLATE		NO HEATING		WAREHOUSE	
METAL		GAS BURNER		COMM. GARAGE	
COMPOSITION		OIL BURNER	2	GAS STATION	
ROLL ROOFING		STOKER		ECONOMIC CLASS	
INSULATION				OVER BUILT	

UNIT	1951	COMPUTATIONS
192 S. F.	4660	1954 61
S. F.		4660
ADDITIONS	4430	430
1/2 story	+ 120	170
BASEMENT		
WALLS 4 1/2	+ 50	50
ROOF		
FLOORS		
ATTIC		
FINISH		
FIREPLACE		
HEATING	- 540	- 540
PLUMBING	450	450
TILING	350	350
M.E.	470	470
TOTAL	5540	5590
FACT.		
REP. VAL.	5540	5590

SUMMARY OF BUILDINGS		GR.	AGE	REMOD.	COND.	REP. VAL.	P. D.	PHY. VAL.	F. D.	SOUND VAL.	TAX VAL.
A 2 1/2 FR	gar	C	OLD		F	5540	5826	2770	A	2770	1650
B 4 14 x 19	2ndy	C	OLD		F	260	50%	130	B	130	75
C 2 1/2 FR						590	50	2800	C	2800	1675
D						6650	50	3330	D	3330	2000
E									E		
F									F		
G									G		
YEAR	1954									2900	1725
TAX VAL.	1725										
OLD VAL.	1725										
CHANGE											

YEAR	1954	1950	1945
TAX VAL.	1725	1725	1725
OLD VAL.	1725	1725	1725
CHANGE			

1951 TOTAL BLDGS. 2900