

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 070544
JUL 13 2007
CITY OF PORTLAND

This is to certify that ANDERSON DANIEL W & JAMES G RUSSO
has permission to Demolish Garage Demolition of Garage
AT 524 WASHINGTON AVE 429 J002001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of this 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 written permission procured before this building or part thereof is altered 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] 7/13/07
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: 07-0544	Issue Date:	CBL: 429 J002001
-----------------------	-------------	---------------------

Location of Construction: 524 WASHINGTON AVE	Owner Name: ANDERSON DANIEL W & JAME	Owner Address: 524 WASHINGTON AVE	Phone:
Business Name: <i>Green Tree Realty</i>	Contractor Name: <i>Michelle -</i>	Contractor Address: <i>772-42#2 - Vermont</i>	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Building	Zone: <i>B-2</i>

Past Use: 1st floor retail and 2 residential dwelling units - Garage	Proposed Use: 1st floor retail and 2 residential dwelling units - Demolish Garage - Demolition only of Garage	Permit Fee: \$30.00	Cost of Work: \$1,000.00	CEO District: 4	<i>NEAR B-5 7375#</i>
---	--	------------------------	-----------------------------	--------------------	---------------------------

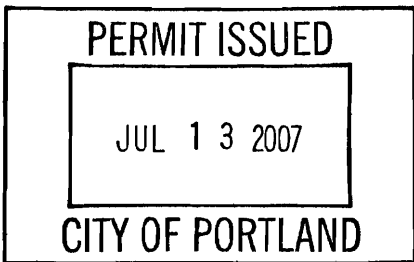
Proposed Project Description:
Demolish Garage - Demolition only of Garage

FIRE DEPT: <i>N/A</i> Signature: _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>U</i> Type: <i>Demol</i> <i>IRC 2003</i> 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: 05/11/2007	Zoning Approval
-----------------------------	---------------------------------	------------------------

- 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 <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: <i>5/6/07</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: _____
--	---	--



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

7/12/07 - OK to demo 'r

City of Portland, Maine - Building or Use Permit

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

Permit No: 07-0544	Date Applied For: 05/11/2007	CBL: 429 J002001
------------------------------	--	----------------------------

Location of Construction: 524 WASHINGTON AVE	Owner Name: ANDERSON DANIEL W & JAME	Owner Address: 524 WASHINGTON AVE	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Building	

Proposed Use: 1st floor retail and 2 residential dwelling units - Demolish Garage - Demolition only of Garage	Proposed Project Description: Demolish Garage - Demolition only of Garage
---	---

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/07/2007**Note:** **Ok to Issue:**

- 1) PLEASE NOTE: Your present structure is legally nonconforming as to setbacks. If you are to demolish this structure on your own volition, you will only have one (1) year to replace it in the same footprint (no expansions), with the same height, and same use. Any changes to any of the above shall require that this structure meet the current zoning standards. The one (1) year starts at the time of removal. It shall be the owner's responsibility to contact the Code Enforcement Officer and notify them of that specific date.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 4) This property shall remain a retail use on the first floor and 2 residential dwelling units. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 07/13/2007**Note:** **Ok to Issue:**

- 1) Demolition permit only. No other construction activities allowed.
- 2) All debris must be removed from the site. Any excavation must be filled and graded.
- 3) A master electrician must disconnect the electrical feed to the garage at the panel and remove all wires.



Demolition of a Structure Permit Application

\$ 30.00 City of Portland

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.

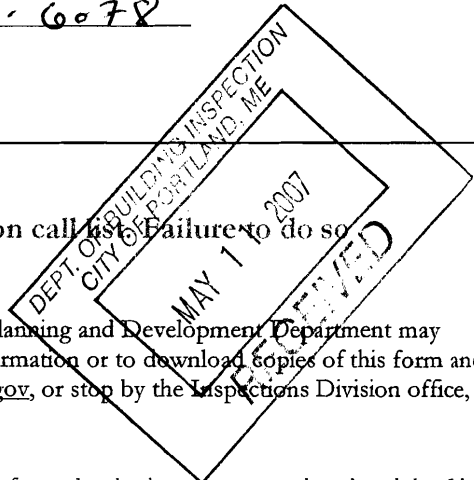
Location/Address of Construction: <u>524-526 Washington AVE</u>		
Total Square Footage of Proposed Structure <u>308 SF</u>		Square Footage of Lot <u>7375 SF</u>
Tax Assessor's Chart, Block & Lot Chart# <u>429</u> Block# <u>I</u> Lot# <u>2</u>	Owner: <u>Daniel Anderson + James Russo</u> <u>Shawn to be + Shawn + Veronica Schneider Bonlet</u>	Telephone: <u>207-838-4034</u>
Lessee/Buyer's Name (If Applicable) <u>Veronica Schneider + Shawn Bonlet</u>	Applicant name, address & telephone: <u>Veronica Schneider</u> <u>522 Washington AVE</u> <u>Portland, ME</u> <u>207-838-4034</u>	Cost Of Work: \$ <u>1000.00</u> Fee: \$ _____
Current Specific use: <u>Garage</u> If vacant, what was the previous use: <u>N/A</u> How long has it been vacant?: <u>N/A</u>		
Project description: <u>The Garage is in bad condition. Safety hazard. There are no utilities on the premises</u>		
Contractor's name, address & telephone: <u>Schneider's Building + Remodeling</u>		
Who should we contact when the permit is ready: <u>Craig Schneider</u> Mailing address: <u>P.O. Box 8316</u> <u>Portland, ME 04104</u> Phone: <u>207-318-6078</u>		

Please submit all of the information outlined in the Demolition call list. 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 or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: [Signature] Date: 5/10/2007



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



Demolition Call List & Requirements

Site Address: 524-526 Washington Ave

Owner: A. W. Anderson / Russo

Structure Type: Garage

Contractor: S. B + R

Utility Approvals

Central Maine Power

Number

1-800-750-4000

Contact Name/Date

5/11/07 - Cindy Duchane

Northern Utilities

797-8002 ext 6241

5/11/07 - Mark Allen

Portland Water District

761-8310

5/11/07 - ~~Robert~~ Warren

Dig Safe

1-888-344-7233

5/11/07 - Andrew

After calling Dig Safe, you must wait 72 business hours before digging can begin.

DPW/ Traffic Division (L. Cote)

874-8891

DPW/ Sealed Drain Permit (C. Merritt)

874-8822

Historic Preservation

874-8726

Fire Dispatcher

874-8576

Additional Requirements

- 1) Written Notice to Adjoining Owners
- 2) A Photo of the Structure(s) to be demolished
- 3) Certification from an asbestos abatement company

DEP – Environmental (Augusta)

287-2651

U.S. EPA Region 1 – No Phone call required. Just mail copy of State notification to:

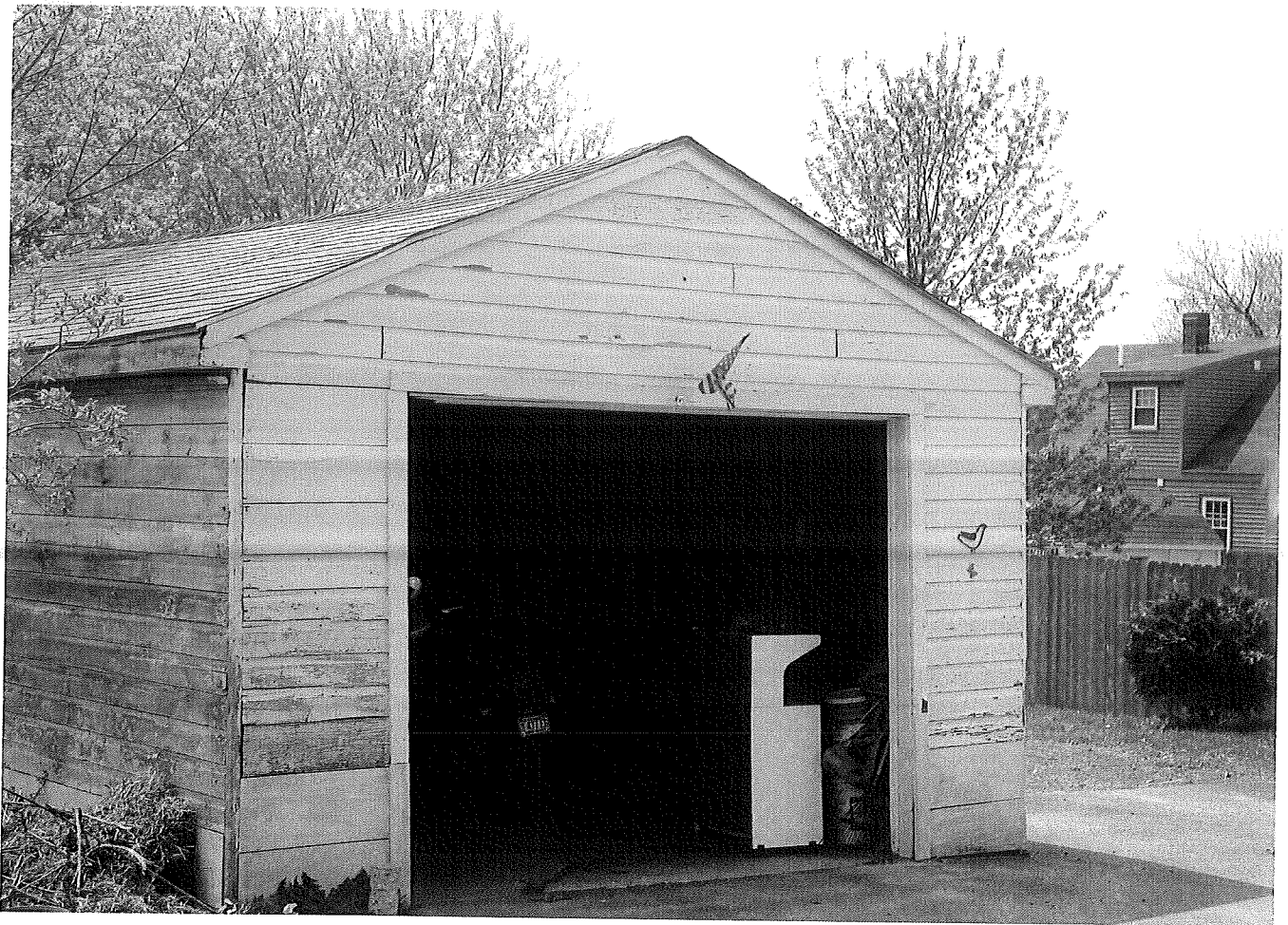
Demo / Reno Clerk
 US EPA Region I (SEA)
 JFK Federal Building
 Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above and attached all required documentation.

Signed: [Signature]

Date: 5/10/2007

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



522 Washington Avenue
Portland, Maine 04103
Phone: 207-772-4242
Fax: 207-772-4244
E-mail: vschneider@maine.rr.com



May 11, 2007

TONI MARIE GALLEY
532 WASHINGTON AVE
PORTLAND ME 04103

Dear Ms. Galley,

This letter is to inform you that we will be tearing down the garage located at 524 Washington Avenue. This demolition will take place within the next 45 days and should take a maximum of 2 days to complete.

If you have any questions, please don't hesitate to call me at 772-4242 or 838-4034.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Schneider". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Veronica Schneider

PURCHASE AND SALE AGREEMENT

April 27, 2007

Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Veronica Schneider ("Buyer") and Daniel W Anderson, James G Russo ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 524 Washington Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21927, Page(s) 239.

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: No Exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: No Exceptions

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: Existing 3 Stove & 3 Refrigerators as seen on 4/11/2007

Seller represents that such items shall be operational at the time of closing, except: No Exceptions

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 221,500.00. Buyer has made; or will make within _____ business days of the date of this offer, a deposit of earnest money in the amount of \$1,000.00. 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 \$ N/A 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: Dan Anderson Real Estate, Inc. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 28, 2007 (date) 9:00 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 28, 2007 (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.

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 the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Licensee 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 <u>3</u> days	j. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pool	<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	n. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Habitat Review	<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	p. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
i. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				s. 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.

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 \$ N/A .

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 90,000 % of the purchase price, at an interest rate not to exceed 7.000 % 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 25 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 licensee.
- 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 \$ 6,500.00 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:

Shawn Boulet of Green Tree Realty is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Dan Anderson of Dan Anderson Real Estate, Inc. 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: Multi-Family

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 licensee. 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. Licensee 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 real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: Seller to provide buyer with a copy of a survey within 3 days of the effective date of this contract.

27. Buyer hereby notifies Seller, and Seller acknowledges receipt of notice, that Buyer holds a Maine real estate brokerage license.

28. There will be no real estate commission for Green Tree Realty, at time of closing.

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 _____

[Signature] _____
BUYER _____ DATE 04/27/2007 BUYER _____ DATE _____
Veronica Schneider

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 30 Luke St Portland ME 04103

[Signature] _____
SELLER Daniel W Anderson _____ DATE 4/30/07 SELLER James G Russo _____ DATE 4/30/07

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



Maine Association of REALTORS®/Copyright © October 2006
All Rights Reserved.



R2 BUSINESS ZONE



APPLICATION FOR PERMIT

Class of Building or Type of Structure Third Class
Portland, Maine, April 28, 1967

PERMIT ISSUED
00287
MAY 3 1967
CITY of PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect alter repair demolish install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 526 Washington Ave. Within Fire Limits? _____ Dist. No. _____
 Owner's name and address Grace B. Serunian, 526 Washington Ave. Telephone _____
 Lessee's name and address _____ Telephone _____
 Contractor's name and address _____ Telephone _____
 Architect _____ Specifications _____ Plans _____ No. of sheets _____
 Proposed use of building Dwelling and store No. families 2
 Last use Dwelling No. families 2
 Material _____ No. stories _____ Heat _____ Style of roof _____ Roofing _____
 Other buildings on same lot _____
 Estimated cost \$ _____ Fee \$ 2.00

General Description of New Work

To Change Use of front portion of 1st floor ~~to~~ from dwelling to store - without alterations

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. **PERMIT TO BE ISSUED TO owner**

Details of New Work

Is any plumbing involved in this work? _____ Is any electrical work involved in this work? _____
 Is connection to be made to public sewer? _____ If not, what is proposed for sewage? _____
 Has septic tank notice been sent? _____ Form notice sent? _____
 Height average grade to top of plate _____ Height average grade to highest point of roof _____
 Size, front _____ depth _____ No. stories _____ solid or filled land? _____ earth or rock? _____
 Material of foundation _____ Thickness, top _____ bottom _____ cellar _____
 Kind of roof _____ Rise per foot _____ Roof covering _____
 No. of chimneys _____ Material of chimneys _____ of lining _____ Kind of heat _____ fuel _____
 Framing Lumber—Kind _____ Dressed or full size? _____ Corner posts _____ Sills _____
 Size Girder _____ Columns under girders _____ Size _____ Max. on centers _____
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
 Joists and rafters: 1st floor _____, 2nd _____, 3rd _____, roof _____
 On centers: 1st floor _____, 2nd _____, 3rd _____, roof _____
 Maximum span: 1st floor _____, 2nd _____, 3rd _____, roof _____
 If one story building with masonry walls, thickness of walls? _____ height? _____

If a Garage

No. cars now accommodated on same lot _____, to be accommodated _____ number commercial cars to be accommodated _____
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? _____

APPROVED:

G. E. M.

Miscellaneous

Will work require disturbing of any tree on a public street? no
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? _____

(COPY)

CITY OF PORTLAND, MAINE
Department of Building Inspection



Certificate of Occupancy

LOCATION #526 Washington Ave.

Issued to Grace B Serunian
526 Washington Ave.

Date of Issue May 9, 1967

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. 67/287, 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

Front portion of first floor

APPROVED OCCUPANCY

Store

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

(Date)

Inspector

Carlo S. Smith

Herald E. Mayberry
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.



ELECTRICAL PERMIT

City of Portland, Me.



Thursday 12:50

To the Chief Electrical Inspector, Portland Maine:
 The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the City of Portland Electrical Ordinance, National Electrical Code and the following specifications:

Date 12.11.07
 Permit # 429.1002
 CBL# 2007 4914

LOCATION: 524-526 Washington Ave METER MAKE & # _____
 CMP ACCOUNT # _____ OWNER _____
 TENANT _____ PHONE # _____

						TOTAL EACH FEE		
OUTLETS		Receptacles		Switches		Smoke Detector	.20	
FIXTURES		Incandescent		Fluorescent		Strips	.20	
SERVICES		Overhead		Underground		TTL AMPS <800	15.00	
		Overhead		Underground		>800	25.00	
Temporary Service		Overhead		Underground		TTL AMPS	25.00	
					25.00			
METERS	3	(number of)					1.00	
MOTORS		(number of)					2.00	
RESID/COM		Electric units					1.00	
HEATING		oil/gas units		Interior		Exterior	5.00	
APPLIANCES		Ranges		Cook Tops		Wall Ovens	2.00	
		Insta-Hot		Water heaters		Fans	2.00	
		Dryers		Disposals		Dishwasher	2.00	
		Compactors		Spa		Washing Machine	2.00	
		Others (denote)					2.00	
	MISC. (number of)		Air Cond/win					3.00
			Air Cond/cent				Pools	10.00
		HVAC		EMS		Thermostat	5.00	
		Signs					10.00	
		Alarms/res					5.00	
		Alarms/com					15.00	
		Heavy Duty(CRKT)					2.00	
		Circus/Carnv					25.00	
		Alterations					5.00	
		Fire Repairs					15.00	
		E Lights					1.00	
		E Generators					20.00	
PANELS		Service		Remote		Main	4.00	
					5.00			
TRANSFORMER		0-25 Kva					5.00	
		25-200 Kva					8.00	
		Over 200 Kva					10.00	
						TOTAL AMOUNT DUE		
						MINIMUM FEE/COMMERCIAL 55.00	45.00	

DEC 11 2007

CONTRACTORS NAME Chuck Dingle MASTER LIC. # 17036
 ADDRESS 264 Falmouth Rd Westbrook LIMITED LIC. # _____
 TELEPHONE 838-3814

SIGNATURE OF CONTRACTOR