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

<b>-</b>	<u></u>							
Location of Construction: 21 Victoia St		Owner:			Phone:	-6901	Permit No: 981300	
Owner Address:	Lessee/I	Sue Reynolds Buyer's Name:	Phone:		BusinessN		701300	<u> </u>
21 Victoria St	Lessee/i	ouyer sixume.	T Hone.		Dusinessi	anic.	PERMIT IS	SHED
Contractor Name:	Address			Phone:	VVVVVV	· ·	Permit Issued:	
**Kirkland Kreations		169 Rochester S		LWODK	*****		NOV 18	1009
Past Use:	Propose	d Use:	COST OF \$ 5,70		.:  P \$	<b>ERMIT FEE:</b> 50.00	1001 10 1	990
1-family	same		FIRE DE			NSPECTION:	CITY OF DOD	
			FIRE DE		enied U	Use Group: 93 Type:57	CITY OF POR	ILAND
						BOCA 961 ffer	<b>Zone:</b> CBL: 433-F-0	005 € 15
Proposed Project Description:	L		Signature		STIMPIEC	ignature:	Zoning Approval:	
Troposed Project Description.			Action:		pproved	DISTRICT (PA)D.)	,	_
Convert unfinished attic into s	inola l	nedroom	Action.			h Conditions: $\Box$	Opeciai Eong gi	
interior renovations	Ingie i	/edioom			enied		1 D Wetland	
						_	□ Flood Zone 🎸	el
		Deta Amelia I Eam	Signature	<u> </u>		Date:	□ Subdivision □ Site Plan maj □	minor Omm O
Permit Taken By: SP		Date Applied For: Nov	member 13,	1998				
	1:	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		1 ,			<b>Zoning Ap</b> □ Variance	peai
1. This permit application does not preclude the A			state and Federa	ai ruies.			☐ Miscellaneous	
2. Building permits do not include plumbing, septic or electrical work.							□ Conditional Use	
3. Building permits are void if work is not started within six (6) months of the date of issua			suance. False ii	nforma-			☐ Interpretation ☐ Approved	
tion may invalidate a building permit and stop	all work	•••					□ Denied	
Call for p/u 854-9637							/Ni-taria B	
0022 202 p, 0 05 1 300.					PFP	TISSUED VIREMENTS	Historic Prese	
					WITH PEO	ISSUED	☐ Does Not Require	e Review
					NEQU	JIREMENTO	☐ Requires Review	1
						T.112.	Action:	
		CERTIFICATION						
I hereby certify that I am the owner of record of the	named n		work is authoriz	zed by the	owner of rec	cord and that I have been	☐ Appoved ☐ Approved with C	onditions
authorized by the owner to make this application a	-	1 1		•			*  ''	
if a permit for work described in the application is	issued, I	certify that the code official's	authorized rep	resentativ	e shall have			
areas covered by such permit at any reasonable ho	ur to enfo	orce the provisions of the cod	le(s) applicable	to such p	permit		Date	
SVOV LEVING OF A DRIVE OF A DRIVE			rember 17,			NIONE	_	
SIGNATURE OF APPLICANT	· i	ADDRESS:	DATE	<b>J:</b>	Р	PHONE:		
My day	LANI						Г	
RESPONSIBLE PERSON IN CHARGE OF WORK	K, TITLE				P	PHONE:	CEO DISTRICT	7
								<b>1</b> 1

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

#### BUILDING PERMIT DEPORT

Dolland Leddil Act Okt
DATE: 17 NOV 98 ADDRESS: 21 VICTORIA ST. CBL 433-F-90
REASON FOR PERMIT: 10 Ter 10 - reno:
BUILDING OWNER: Sue Reynolds
contractor: KirkLand Kreations
PERMIT APPLICANT:
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 53
CONDITION(S) OF APPROVAL
This Permit is being issued with the understanding that the following conditions are met:
Approved with the following conditions: *   ×   ×   2 ×   6 × 2 ×
This permit does not excuse the applicant from meeting applicable State and Federal rules and laws

- xcuse the applicant from meeting applicable State and Federal rules and laws.
- 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 1/2" 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)
- Precaution must be taken to protect concrete from freezing. Section 1908.0 3.
- It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is 4. done to verify that the proper setbacks are maintained.
- Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from 5. 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)
- All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA 6. National Mechanical Code/1993). Chapter 12 & NFPA 211
- Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's 7. building code.
- 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) - Handrails shall be on both sides of stairway. (Section 1014.7)
- Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 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 10. minimum 11" tread. 7" maximum rise.( Section 1014.0 )
- The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4 11.

Applicant: Kar Kand Fresh Date: 11/17/98
Address: 21 Victoria 81 C-B-L: 433-F-5
CHECK-LIST AGAINST ZONING ORDINANCE
Date-E48
Zone Location - P-5 the
Interior of corner lot
Proposed Use Work - interest Ded for 9.
Servage Disposal -
Lot Street Frontage -
Front Yard -
Rear Yard -
Side Yard -
Projections
Width of Lot -
Height -
Lot Area -
Lot Coverage/ Impervious Surface -
Area per Family -
Off-street Parking -
Loading Bays -
Site Plan -
Shoreland Zoning/Stream Protection -
Flood Plains -

### 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.

NOTE\*\*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.

Sue Reusolds

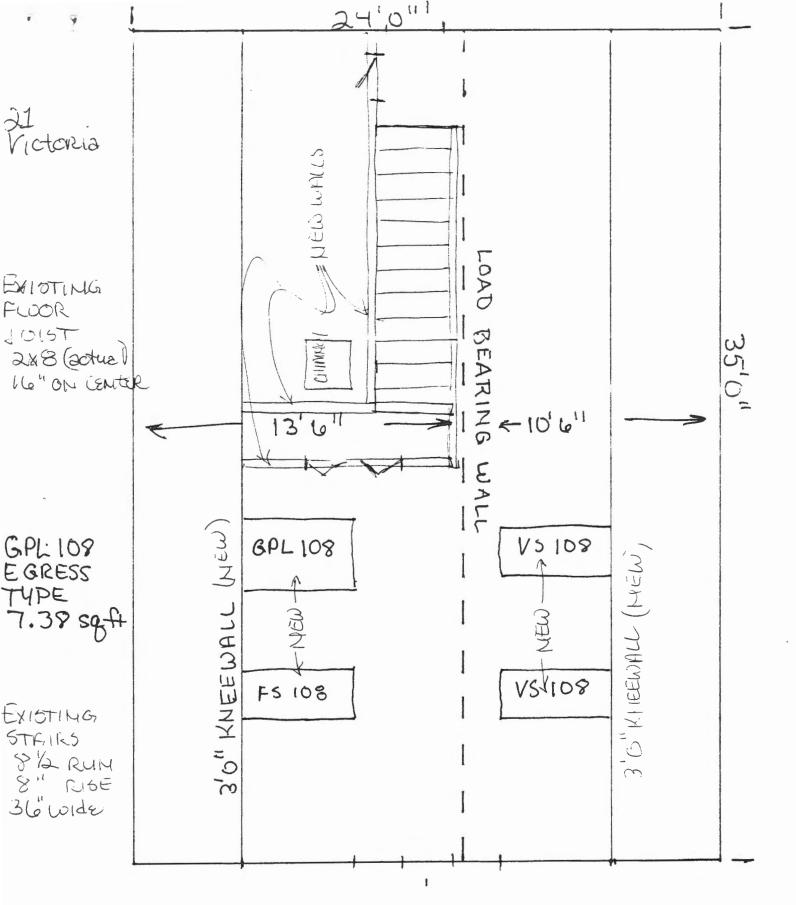
Telephone#:

Owner:

Location/Address of Construction:

Tax Assessor's Chart, Block & Lot Number

	Chart# 13_3 Block# F Lot# 005	Sue Reysolds	775-6901					
	Owner's Address:	Lessee/Buyer's Name (If Applicable)	Cost Of Work: Fee					
	21 Victoria have		\$5700 \$50					
	Proposed Project Description:(Please be as specific as possible)							
	Convert Unfinished ATTIC INTO SINGLE BEDROOM							
	Contractor's Name, Address & Telephone KIRKLAMD KDEATIONS 169 Robbestas It Westbrook 854-9637							
		ernal & External Plumbing, HVAC and						
	•All construction must be conducted in complian							
		ted in compliance with the State of Maine Plu th the 1996 National Electrical Code as amen						
_	•HVAC(Heating, Ventilation and Air Conditi							
	You must Include the following with you a							
		r Deed or Purchase and Sale Agreem	ent					
	,	ur Construction Contract, if available						
	,	Plot Plan (Sample Attached)						
	If there is expansion to the structure, a complete plot plan (Site Plan) must include:							
		sting buildings (if any), the proposed structure a						
	property lines. Structures include decks po	orches, a bow windows cantilever sections and ro	of overlands as well as chief.					
	pools, garages and any other accessory stru	uctures.	FORTLAND, ME					
	Scale and required zoning district setbacks							
	4) Ruil	ding Plans (Sample Attached)	D) NOV 17 1998					
	A complete set of construction drawings sh	nowing all of the following elements of	CO STUCTIONS TO STORY					
	Cross Sections w/Framing details (including)	ng porches, decks w/ railings, and accessory stru	CONSTRUCTOR E N E					
	• Floor Plans & Elevations							
	Window and door schedules							
	Foundation plans with required drainage and dampproofing							
		al drawings for any specialized equipment such						
	equipment, HVAC equipment (air nandin	g) or other types of work that may require special Certification	al review must be included.					
	I hereby certify that I am the Owner of record of the		thorized 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 applicants   Date: Mov 13, 1998							
	Building Permit Fee. \$25.00 for the 1st \$1000 cost plus \$5.00 per \$1,000.00 construction cost thereafter.  O:\INSP\CORRESP\MNUGENT\APAD\SED.WPD							
	( * cau P/U							

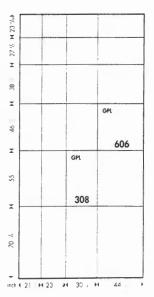


SCALE 1/4"=10"

# **EGRESS ROOF WINDOW**



**GPL SIZE DIAGRAM** (outside frame dimensions)



The Model GPL\*\* Egress Roof Window lets you expand or transform upstairs space into beautiful living areas filled with daylight, outdoor views and fresh air.

Designed to be installed within reach such as in attics, above-garage bonus rooms and loft areas, the Model GPL opens to a 45° angle for maximum ventilation and to satisfy egress requirements for emergency escape.

When the roof window is closed, a ventilation flap can be opened to

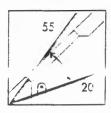
ollow in a breath of fresh air in any weather.

For easy glass cleaning from inside the room, the sash rotates completely inward. A select wood frame and sash coated with a clear finish protective aluminum or copper cladding and ComfortPlus insulated glass ensure durability and energy efficiency. An optional insect screen and sunscreening are also available.



The Model GPL opens a full 45° to satisfy egress requirements for emergency escape.

#### INSTALLATION PITCH











Model GDL CABRIC			419
Outside frame	(w x h)	in. mm	37 × 100 (940 × 2540)
Rough opening	(w x h)	in. mm	37½ × 100½ (953 × 2553)
Daylight area (upper)	(w x h)	in.	30 x 531/4
Daylight area (upper)		sq.ft.	11.1
Daylight area (lower)	(w x h)	in.	30 x 28¾
Daylight area (lower)		sq.ft.	6.0
Ventilation area (upper sash section on	ly)	sq.ft.	12.55
Ventilation flap area		sq.in.	36.7
Net weight (with glass	)	lbs.	220

Note: In Combi applications	with Model GDL,
4" frame-to-frame spacing is	required for proper
flashing.	

		1	1 4 E
Model GPL		308	606
Outside frame	(w×h) in.	305/8 x 55 (778 x 1398)	44¾ × 46¾, (1138 × 1178)
Rough opening	(w x h) in.	311/8 x 551/2 (791 x 1410)	45¼ x 47 (1149 x 1194)
Daylight area (glass)	(wxh) in.	23%16 x 451/8	3711/16 x 365/8
Daylight area	sq. ft.	7.38	9.58
Ventilation area (opening)	sq. ft.	11.34	18.27
Ventilation Flap area	sq. in.	30.00	47.81
Net weight (with glass)	lbs.	86	108

				2.5	- 3		R 44 1	* **.		A 40 87
Model VS		101	104	106	108	304	306	308	601	606
Outside frame	(wxh) in.	21½ x 27½ (548 x 699)	21½ × 38½ (548 × 978)	21½ x 46¾ (548 x 1178)	21½ × 55 (548 × 1398)	305/8 x 381/2 (778 x 978)	30% x 46% (778 x 1178)		44¾ x 27½ (1138 x 699)	44¾ x 46¾ (1138 x 1178)
Finished frame dimension	(wxh) in. mm	20½ x 26¼ (521 x 667)		20½ x 45½ 6 (521 x 1145)	20½ x 53¾ (521 x 1365)	29% 6 x 373/16 (751 x 945)	29% x 45% 6 (751 x 1145)	29% x 533/4 (751 x 1365)	43¾ x 26¼ (1111 x 667)	43¾ x 45⅓6 (1111 x 1145)
Rough opening for EDL/EDW/EDM		(548 x 711)		(548 x 1191)	21½ x 55½ (548 x 1411)	30½ x 39 (775 x 991)	30½ x 46	301/2 x 551/2 (775 x 1411)	44¾ x 28 (1138 x 711)	44¾ × 467/8 (1138 × 1191)
ECX Flat Roof Curb	mm	(346 x 6//)	21½ x 46⅓ (548 x 1172)	(548 x 1383)	21½ x 63½ (548 x 1615)	30½ x 46⅓ (775 x 1172)	30½ x54½ (775 x 1383)	30½ x 63½ (775 x 1615)	44¾ x 34½ (1138 x 877)	44¾ x 54½ (1138 x 1383)
Rough opening for EMX Roof Curb	(wxh) in.	21½ x 30¼ (548 x 768)	21½ x 41¾ (548 x 1051)	21½ x 49¾ (548 x 1254)	21½ x 58½ (548 x 1477)	30½ x 41¾ (775 x 1051)	30½ x 49¾ (775 x 1254)	301/2 x 581/8 (775 x 1477)	44¾ × 30¼ (1138 × 767)	44¾ x 49¾ (1138-x 1254)
Daylight area (glass)	(w×h) in.	16¾ x 21 <sup>1</sup> 3/16	163/4 x 3213/16	16¾ x 4011/16	16¾ x 49¾	2513/16 x 3213/16	2513/16 x 4011/16	2513/16 x 493/8	40 x 21 13/16	40 x 4011/16
Daylight area	sq.	ft. 2.54	3.82	4.74	5.75	5.88	7.30	8.85	6.06	11.30
Ventilation area (op	ening) sq. f	ft. 1.82	2.35	2.71	3.14	3.76	4.25	4.84	3.07	5.19
Net weight (with tem	p. glass) lbs.	. 38	44	` 53	62	62	73	75	63	90



### PURCHASE AND SALE AGREEMENT

- PARTIES. Robert T. Reynolds whose mailing address is 108 Hyde Road, West Hartford, CT, 06117 (hereinafter "Seller") agrees to sell, and Susan Reynolds whose mailing address is 47 Thomas St., Portland, ME, 04102 (hereinafter "Buyer") agree(s) to buy, upon the terms hereinafter set forth, the premises described in paragraph 2 herein.
- 2. DESCRIPTION. Land and building(s) thereon located at 21 Victoria Street, Portland. Maine, being all of the property owned by Seller at this address and more fully lescribed in deeds recorded in the Cumberland County Registry of Deeds on September 9, 1998 in Book 14132, Pages 224, 225, 226 and 227 (hereinafter the "Premises").
- 3. SUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Except as hereinafter specifically excluded, included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to Seller and used in connection therewith including screens, screen doors, awnings, shutters, furnace, heaters, heating equipment, water heater, plumbing and bathroom fixtures, electric and other light fixtures, mantels, fences, gates, trees, shrubs, plants, sardening and lawn equipment, and garbage disposal.
- 4. TITLE DEED. Said premises are to be conveyed by a good and sufficient warranty deed running to Buyer and said deed shall convey a good and clear record and narketable title thereto, free from encumbrances, except:
  - a. Such taxes for the then current municipal tax year as are not due and payable on the date of the delivery of such deed:
  - 5. Standard utility easements provided they do not interfere with the existing residential use of the Premises; and
  - Deed restriction(s), if any.
- 5. PURCHASE PRICE. The agreed purchase price for the Premises is Seventy-Five Thousand Eight Hundred and No/100 Dollars (\$75,800.00) payable as follows:
  - One Hundred and No/100 Dollars (\$100.00) which has been paid as an carnest money deposit this day; and
  - is to be paid at the time of delivery of the deed by certified, cashier's, treasurer's or bank check or cash.

- 6. TIME FOR PERFORMANCE: DELIVERY OF DEED. Such deed is to be delivered and the consideration paid on or before November 30, 1998 at 5:00 p.m. at the law offices of Ainsworth & Thelin, 7 Ocean Street, South Portland, Maine, unless otherwise mutually agreed. It is agreed that time is of the essence of this Agreement.
- 7. INSPECTION CONTINGENCIES. This Agreement is subject to the following inspections which shall be satisfactory to Buyer:

TYPE	OF INSPECTION	YES OR NO?
a.	General Bullding	no WITHIN days
ь.	Sewage Disposal	no WITHIN days
e.	Radon Air Quality	no WITHIN days
<b>1</b> .	Asbestos .	no WITHIN days
<b>\$</b> .	Water Quality	no WITHIN days
î.	Pest	no WITHIN days
<b>3</b> .	Lead Paint Inspection	no WITHIN days
à.	Lead Paint Risk Assessment	WITHIN days
:	Other	WITHIN days

All inspection will be done by inspectors chosen and paid for by Buyer. If the result of any inspection is unsatisfactory to Buyer, he may, by notifying Seller in writing within the specified number of days, declare this Agreement null and void and any deposit shall be returned to Buyer. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, Buyer shall be deemed to have waived the contingency with respect to that inspection. In the event the Buyer chooses not to have the inspections listed above, Buyer is relying completely upon his/her own opinion as to the condition of the Premises.

- 8. OTHER CONTINGENCIES. Buyer's performance hereunder is also specifically conditioned upon the following:
  - Financing: This Contract is subject to Buyer obtaining the following financing commitments to enable Buyer to purchase and improve the Premises:

- 1. a first mortgage loan of at least Sixty-Three Thousand Eight Hundred Fifty and No/100 Dollars (\$63.850.00) at an interest rate not to exceed seven and one-eighth percent (7.125%), amortized over a period of not less than thirty (30) years, with privilege of prepayment at any time without penalty.
- 2. a silent second mortgage from the City of Portland "HomePort" Program in the amount of Twenty-Four Thousand Two Hundred and No/100 Dollars (\$24,200.00).

Buyer shall make diligent application for financing on these terms, and will execute and furnish documents and supply all information reasonably requested by lending institutions in connection with Buyer's applications.

If Buyer is unable to obtain financing on these terms orior to sixty (60) days from the effective date hereof, this contract at Buyer's election shall be declared null and void, and the earnest money shall immediately be returned to Buyer.

- ACCEPTANCE. Seller shall have until 5 p.m. on November 15, 1998 to accept this
  offer. In the event of Seller's non-acceptance, the earnest money deposit shall be
  promptly returned to Buyer.
- 10. HAZARDOUS WASTE. Seller represents and warrants that to the best of Seller's present knowledge, information and belief no hazardous or toxic waste, substance, matter or material, as those terms may be defined from time to time by applicable state, local, and federal law, are stored or otherwise located on the Premises.
- 11. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they are now are, reasonable use and wear thereof excepted, and (b) not in violation of the building and zoning laws, and (c) in compliance with the provisions of any instruments referred to in clause 4 hereof. Buyer shall be entitled to an inspection of the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
- 12. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed, the Premises do not conform with the provisions hereof, then Seller shall use reasonable afforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provision hereof as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance

- hereunder, and thereupon the time for performance hereof shall be extended for a period of sixty (60) days.
- 13. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of any extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Promises conform, as the case may be, all as herein agreed, then at Buyer's option any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.
- the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises (in their then condition) and to pay therefor the purchase price without deduction, in which case Seller thall convey such title or deliver the Premises in such condition, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Premises to their former condition, pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by Seller for any partial restoration.
- 15. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer (or Buyer's nominee as the case may be,) shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
- 16. USE OF PURCHASE MONEY TO CLEAR TITLE. 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 or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
- 17. RISK OF LOSS. Until delivery of the deed from Seller to Buyer, risk of loss or lamage to Premises by fire or otherwise shall be on Seller.
- ADJUSTMENTS. Water and sewer use charges, and real estate taxes for the then current municipal tax year, shall be apportioned and fuel value shall be adjusted, as of the date of the delivery of the deed and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the deed.
- 19. 3ROKERAGE. Seller and Buyer each warrant to the other that no brokers, agent or consultants have been employed with respect to this transaction by either of them.

Any such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above:

- This Agreement may not be modified, waived or amended except in writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right to remedy shall operate as a waiver thereof or otherwise be prejudicial thereto:
- f. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this agreement, which alone fully and completely expressed their entire agreement; and
- 2. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.
- 25. WITHHOLDING. Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2½%) of the sale proceeds unless Seller certifies he is a Resident of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. §5250-A.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the day, month and year as indicated below.

WITNESS:	
	Toler ( and
Witnes:	Seller
Date 10/29/98	Social Security No. <u>O 48-/2-//7/</u>
Rebeit A Johnson	Swan E. Reynold
Witness	Buyer
Date 10/09/8	print name Susan Revisolds Social Security No. COG. SO-2013