

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT ISSUED

Permit Number: 100857

9

This is to certify that ANDERSON DANhas permission to Change of use from single family home to Commercial office no construction

City of Portland

AT 1326 WASHINGTON AVE

CB 437 A052001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise red-in. 24 HOURS 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. CAPT. R. Anderson

Health Dept. _____

Appeal Board _____

Other _____

Department Name

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: 10-0857	Issue Date:	CBL: 437 A052001
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Location of Construction: 1326 WASHINGTON AVE	Owner Name: ANDERSON DAN	Owner Address: 1326 WASHINGTON AVE	Phone: 207-712-3741
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Dwellings	Zone: R-1

Past Use: Single Family Home	Proposed Use: Commercial Office - Change of use from single family home to Commercial Office no construction	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 4	R-P
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied *See Condition	INSPECTION: Use Group: B Type: SB		

Proposed Project Description: Change of use from single family home to Commercial Office no construction	Signature: <i>(KC)</i>	Signature: <i>JMB 9/2/10</i>
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: 07/20/2010	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"/> <i>with conditions</i> Date: <i>8/19/10</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: <i>S</i>
	PERMIT ISSUED AUG 19 City of Portland		

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

Department of Building Inspections

Original Receipt

7-20 2010

Received from Don Anderson

Location of Work 1326 Washington

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: 105

☒ Building (I1) _____ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CEL: 437-A-52

Check #: 2385 Total Collected \$ 105

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: J. J.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL:
10-0857	07/20/2010	437 A052001

Location of Construction:	Owner Name:	Owner Address:	Phone:
1326 WASHINGTON AVE	ANDERSON DAN	1326 WASHINGTON AVE	207-712-3741
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type:	
		Change of Use - Commercial	

Proposed Use:	Proposed Project Description:
Commercial Office - Change of use from single family home to Commercial Office no construction	Change of use from single family home to Commercial Office no construction

Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 08/19/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.			
2) This property shall remain a professional office for real estate sales and appraisal with the issuance of this permit and subsequent issuance of a certificate of occupancy. Any change of use shall require a separate permit application for review and approval.			
3) Separate permits shall be required for any new signage.			

Dept: Building	Status: Approved with Conditions	Reviewer: Jeanine Bourke	Approval Date: 09/07/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			
2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.			
3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			

Dept: Fire	Status: Approved with Conditions	Reviewer: Capt Keith Gautreau	Approval Date: 08/26/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This permit is for change of use only, any construction shall require additional permits. The occupancy shall meet NFPA 101 code requirements upon inspection.			

Comments:

7/22/2010-mes: It is my understanding that the Council did not allow the zone change from R-5 to R-P so that the applicant can not change the use as proposed under this application - writing letter

8/19/2010-mes: On 8/2/10 the Council revoked on the zone change and passed (#274-09/10) the zone change from R-5 to R-P Zone. It goes into effect within 30 days, but I can sign off on the permit now.

PERMIT ISSUED

AUG 19 2010

City of Portland

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months, if the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.**

 X **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**

NOTE: There is a \$75.00 fee per inspection at this point.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

PERMIT ISSUED

AUG 19 2008

City of Portland

Order 274-09/10

Given first reading on 6/21/10

Public Hearing and Failed to Pass on 7/19/10 4-4

Passage 8/2/10 7-0 (Councilors Marshall and Waxman out)

NICHOLAS M. MAVODONES (MAYOR)

KEVIN J. DONOGHUE (1)

DAVID A. MARSHALL (2)

DANIEL S. SKOLNIK (3)

CHERYL A. LEEMAN (4)

CITY OF PORTLAND

IN THE CITY COUNCIL

JOHN R. COYNE (5)

JOHN M. ANTON (A/L)

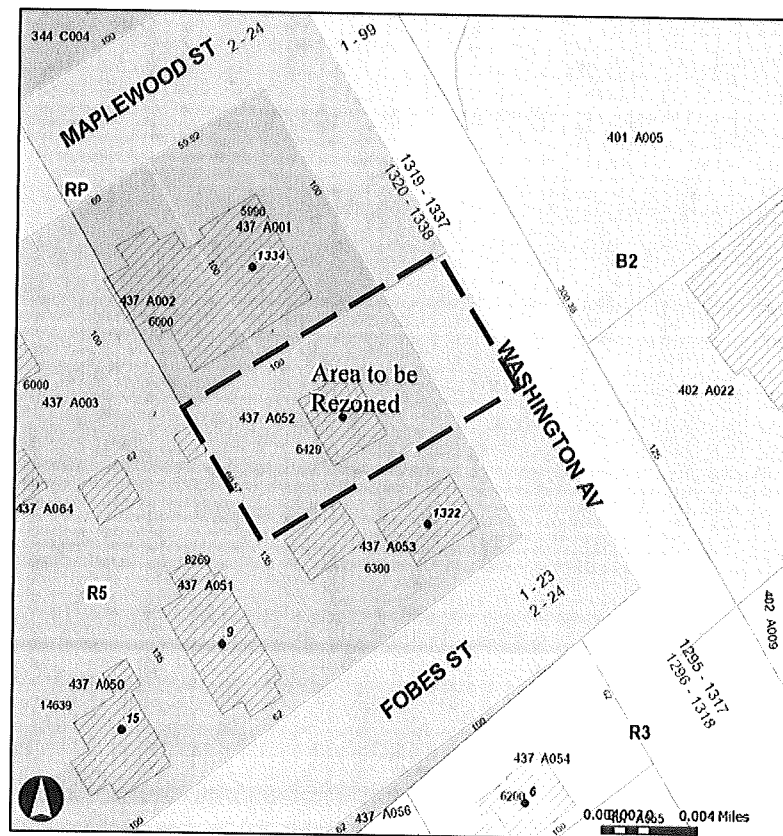
DORY RICHARDS WAXMAN (A/L)

JILL C. DUSON (A/L)

AMENDMENT TO ZONING MAP RE: REZONING FROM R-5 RESIDENTIAL ZONE TO R-P RESIDENCE-PROFESSIONAL ZONE VICINITY OF 1326 WASHINGTON AVENUE

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment depicted below.





PORTLAND MAINE

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

Penny St. Louis Littell- Director of Planning and Urban Development
Marge Schmuckal, Zoning Administrator

July 23, 2010

Dan Anderson
1326 Washington Ave
Portland, ME 04103


RE: 1326 Washington Avenue - 437-A-52 - R-5 Zone - permit application #10-0857

Dear Dan,

I am in receipt of your permit application to change the use of the existing single family dwelling to real estate broker offices. As you know your change of use was based upon receiving City Council approval to change the zone from an R-5 zone to an R-P zone. At the July 19, 2010 City Council meeting, the Councilors voted 4-4 on the proposed zone change which constitutes a non-passage of the request. I understand that this same item will be on the next Council agenda for reconsideration.

Since the R-P zone is not in place, I cannot sign off for zoning concerning your change of use proposal. Your permit is on hold until either the Council passes the order or it is denied. Please note that Council approvals go into effect 30 days after it is approved. If the Council does not approve your request, then your permit is denied.

Sincerely,


Marge Schmuckal
Zoning Administrator

Cc: file

↓
Council reheard &
PASSED it on 8/2/10 -
goes into effect 9/2/10

Order 5-10/11 Granting Municipal Officer's Approval of Little Seoul Restaurant, Inc., d/b/a Little Seoul Restaurant, 90 Exchange Street. Application for a Class I Restaurant with Liquor License – Sponsored by Linda C. Cohen, City Clerk.

Motion was made by Councilor Anton and seconded by Councilor Marshall for passage. Passage 6-0.

Order 6-10/11 Granting Municipal Officer's Approval of Norm's Bar & Grill Inc., d/b/a Norm's Bar & Grill, 617 Congress Street. Request to add Outdoor Dining – Sponsored by Linda C. Cohen, City Clerk.

Motion was made by Councilor Donoghue and seconded by Councilor Marshall for passage. Passage 6-0.

RESOLUTIONS:

Resolve 1-10/11 Supporting Effort to Develop a Detailed Proposal for a Storm Water Utility Program - Sponsored by the Energy & Environmental Committee, Councilor David A. Marshall, Chair and the Finance Committee, Councilor Jill C. Duson, Chair.

Motion was made by Councilor Anton and seconded by Councilor Waxman for passage. Passage 8-0.

UNFINISHED BUSINESS:

Order 273-09/10 Amendment to City Code §14-49 (Zoning Text and Map Amendment) Re: Conditional Rezoning for Property Located on Luther Street On Peaks Island – Sponsored by the Planning Board, William Hall, Chair. Given first reading on 6/21/10.

Motion was made by Councilor Donoghue and seconded by Councilor Marshall for passage. Passage 8-0.

IN COUNCIL SPECIAL MEETING JULY 19, 2010 VOL. 127 PAGE 3

Order 274-09/10 Amendment to Zoning Map Re: Rezoning from R-5 Residential Zone to R-P Residence-Professional Zone Vicinity of 1326 ~~Washington Avenue~~ – Sponsored by the Planning Board, William Hall, Chair. Given first reading on 6/21/10.

Motion was made by Councilor Donoghue and seconded by Councilor Marshall for passage. ~~Passage 4-4~~ (Leeman, Donoghue, Marshall, Anton). Comes back on next agenda.

Order 282-09/10 Amendment to Portland City Code Chapter 14. Land Use Article III. Zoning Division 12.5. B-4 Commercial Corridor Zone – Sponsored by the Planning Board, William Hall, Chair. Given first reading on 6/21/10.

Motion was made by Councilor Marshall and seconded by Councilor Waxman for passage. Passage 8-0.

REQUEST FOR EXECUTIVE SESSION:

Motion was made by Councilor Coyne and seconded by Councilor Duson to go into Executive Session, Pursuant to 1 M.R.S.A. §405(6)d, Re: Bargaining Guidance for Portland Police Benevolent Association (PBA) – Sponsored by Joseph E. Gray, Jr., City Manager. Passage 8-0, 5:56 P.M.

Motion was made by Councilor Anton and seconded by Councilor Duson to come out of Executive Session. Passage 9-0, 6:50 P.M.

Motion was made by Councilor Duson and seconded by Councilor Coyne to adjourn. Passage 9-0, 6:50 P.M.

A TRUE COPY.

ATTEST

Linda C. Cohen, MMC, City Clerk

IN COUNCIL SPECIAL MEETING JULY 19, 2010 VOL. 127 PAGE 1

ROLL CALL: Mayor Mavodones called the meeting to order at 5:04 P.M. Councilor Marshall arrived during Order 5. Councilors Leeman and Coyne arrived after Order 6. Councilor Skolnik arrived during Executive Session.

APPOINTMENTS:

Order 1-10/11 Making Appointments to Various Committees – Sponsored by the Appointments Committee, Councilor John Coyne, Chair.

Name	Board	Term Expires
Joseph Dwyer	Civil Service Commission	6/30/13
Kirk Goodhue	Civil Service Commission	6/30/13
Clifford Ginn	Housing Authority	6/30/15
Shirley Peterson	Housing Authority	6/30/15
Stephen Aylward	Landbank	6/30/13

Motion was made by Councilor Donoghue and seconded by Councilor Anton for passage. Passage 5-0.

CONSENT ITEMS:

Order 2-10/11 Declaring “45th Annual (2010) WCSH-TV Sidewalk Art Festival - Sponsored by Joseph E. Gray, Jr., City Manager.

Order 3-10/11 Declaring 86th Annual St. Peter’s Bazaar/Street Festival, August 14th and 15th and Four-Mile Road Race on August 13th – Sponsored by Joseph E. Gray, Jr., City Manager.

Motion was made by Councilor Donoghue and seconded by Councilor Waxman for passage of the Consent Calendar. Passage 5-0.

LICENSES:

Order 4-10/11 Granting Municipal Officer’s Approval of C & S Restaurant, LLC, d/b/a The Salt Exchange, 245 Commercial Street. Application for Entertainment without Dance (unamplified) – Sponsored by Linda C. Cohen, City Clerk.

Motion was made by Councilor Waxman and seconded by Councilor Donoghue for passage.

Motion was made by Councilor Donoghue and seconded by Councilor Anton to amend the order by deleting “unamplified.” Passage 5-0.

IN COUNCIL SPECIAL MEETING JULY 19, 2010 VOL. 127 PAGE 2

Passage, as amended, 5-0.



Change of use 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>1326 Washington Portland Maine</u>		
Total Square Footage of Proposed Structure/Area <u>72055</u>	Square Footage of Lot <u>6429</u>	Number of Stories <u>1</u>
Tax Assessor's Chart, Block & Lot Chart# <u>437</u> Block# <u>A</u> Lot# <u>52</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Dan Anderson</u> Address <u>1326 Washington Av</u> City, State & Zip <u>Portland, ME.</u>	Telephone: <u>3741</u> <u>207-712-XXXX</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>0 30</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>105</u>
Current legal use (i.e. single family) <u>Single family</u> Number of Residential Units <u>1</u> If vacant, what was the previous use? Proposed Specific use: <u>Office space Appraisal Broken Office</u> Is property part of a subdivision? <u>no</u> If yes, please name Project description: <u>single family home use changed to professional office, no changes to structure or property</u>		
Contractor's name: <u>N/A</u>		
Address:		
City, State & Zip:		
Telephone:		
Who should we contact when the permit is ready: <u>Dan Anderson</u> Telephone: <u>207 712 3741</u>		
Mailing address: <u>1326 Washington Ave Portland ME</u>		

Please submit all of the information outlined on the applicable 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 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: Dan Anderson

Date: July 20, 2010

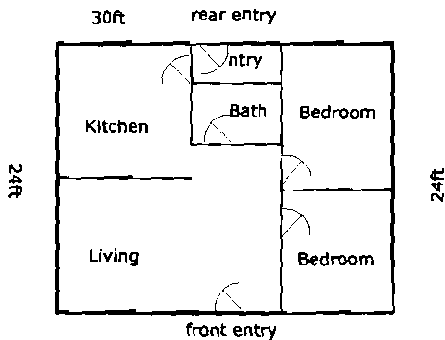
RECEIVED

This is not a permit; you may not commence ANY work until the permit is issued. JUL 20 2010

Building Sketch

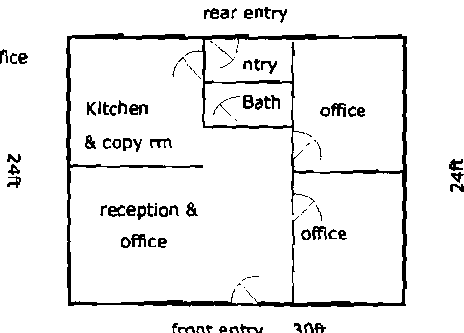
Borrower/Client	Dan Anderson				
Property Address	1326 Washington Ave				
City	Portland	County	Cumberland	State	ME Zip Code 04103-3608
Lender	Daniel W. Anderson				

existing conditions/last use/currently vacant

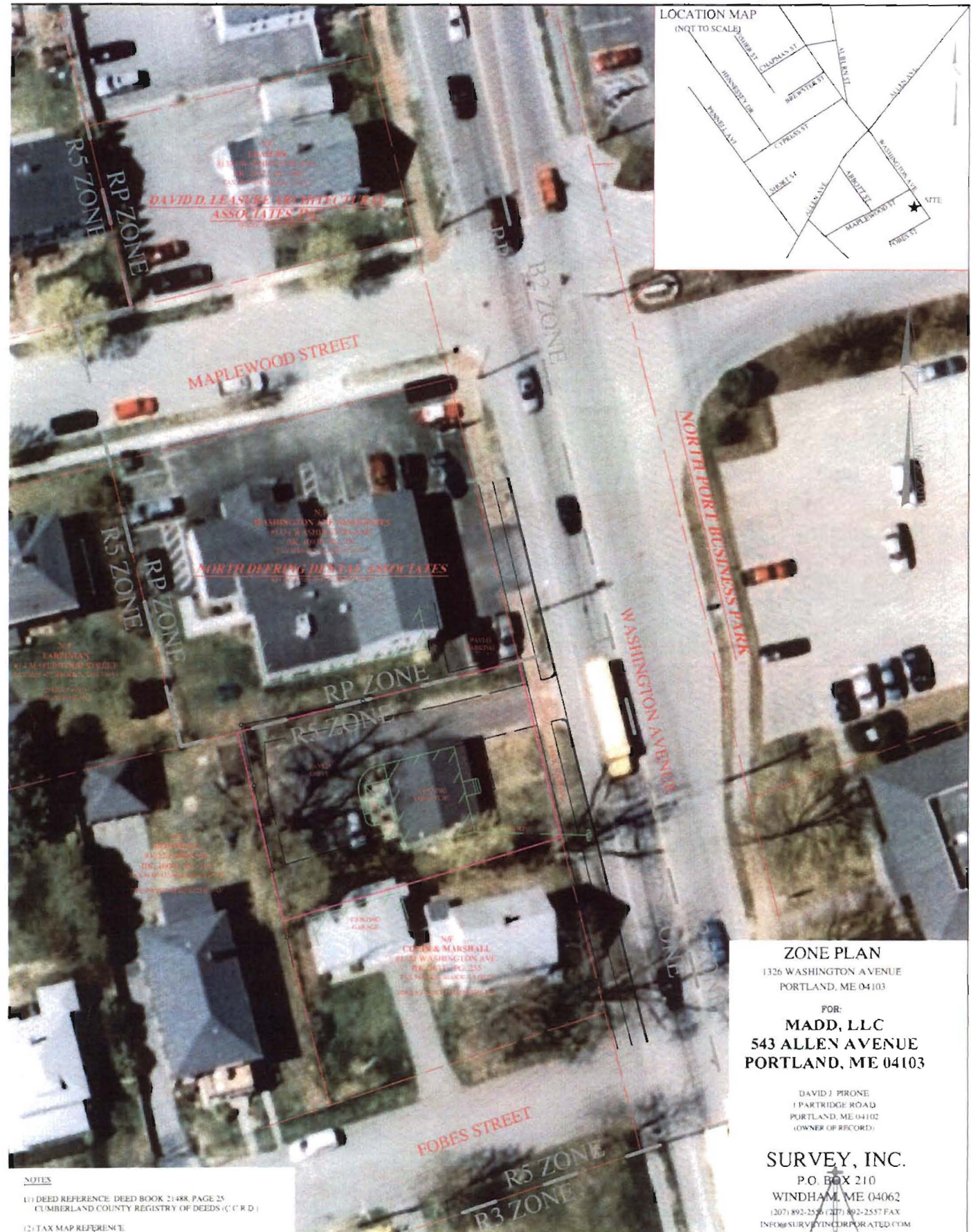


not to scale/approx layout/room location is actual

proposed use as office







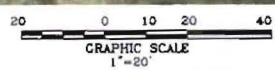
ZONE PLAN
1326 WASHINGTON AVENUE
PORTLAND, ME 04103

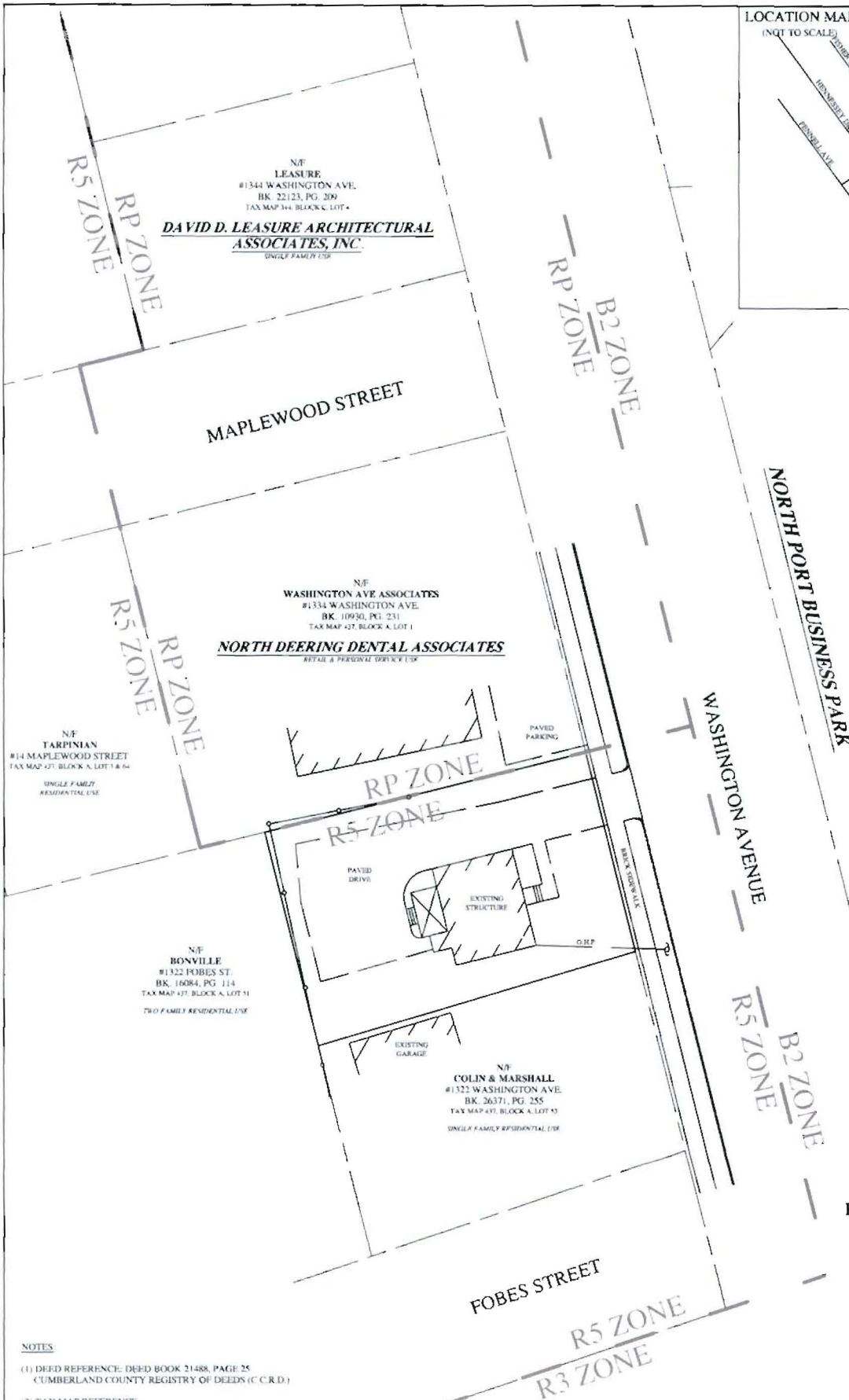
FOR:
MADD, LLC
543 ALLEN AVENUE
PORTLAND, ME 04103

DAVID J. PRONE
1 PARTRIDGE ROAD
PORTLAND, ME 04102
(OWNER OF RECORD)

SURVEY, INC.
P.O. BOX 210
WINDHAM, ME 04062
(207) 892-2556 (207) 892-2557 FAX
INFO@SURVEYINCORPORATED.COM

- NOTES**
- (1) DEED REFERENCE: DEED BOOK 21488, PAGE 25
CUMBERLAND COUNTY REGISTRY OF DEEDS (C.C.R.D.)
 - (2) TAX MAP REFERENCE:
CITY OF PORTLAND TAX MAP 437, BLOCK A, LOT 32
 - (3) NORTH REFERENCE: MAGNETIC 2010
 - (4) AERIAL PHOTOGRAPH: GOOGLE EARTH 2010





Assessor's Office | 599 Congress Street | Portland, Maine 04101 | Room 335 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E Services](#) [Calendar](#) [Jobs](#)

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:

Services

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

browse city services a-z

browse facts and links a-z



Best viewed at 1000x600 pixels
with internet Explorer

CBL 437 A052001
Land Use Type SINGLE FAMILY
Property Location 1326 WASHINGTON AVE
Owner Information PIRONE J DAVID
1 PARTRIDGE CIR
PORTLAND ME 04102
Book and Page 21488/025
Legal Description 437-A-52
WASHINGTON AVE 1326
Acres 6429 SF
0.148

Current Assessed Valuation:

TAX ACCT NO. 44434 **OWNER OF RECORD AS OF APRIL 2009**
PIRONE J DAVID
LAND VALUE \$65,300.00 **1 PARTRIDGE CIR**
BUILDING VALUE \$74,000.00 **PORTLAND ME 04102**
NET TAXABLE - REAL ESTATE \$139,300.00
TAX AMOUNT \$2,471.18

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

Building Information:

Card 1 of 1
Year Built 1960
Style/Structure Type RANCH
Stories 1
Bedrooms 2
Full Baths 1
Total Rooms 4
Attic NONE
Basement FULL
Square Feet 720

[View Sketch](#)

[View Map](#)

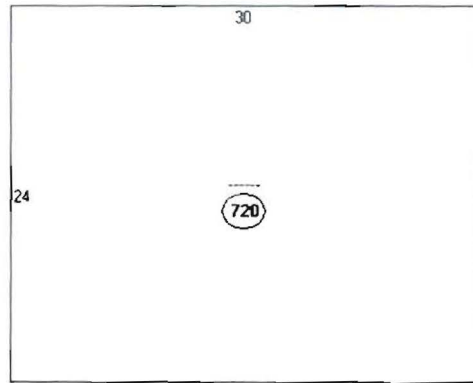
[View Picture](#)



Sales Information:

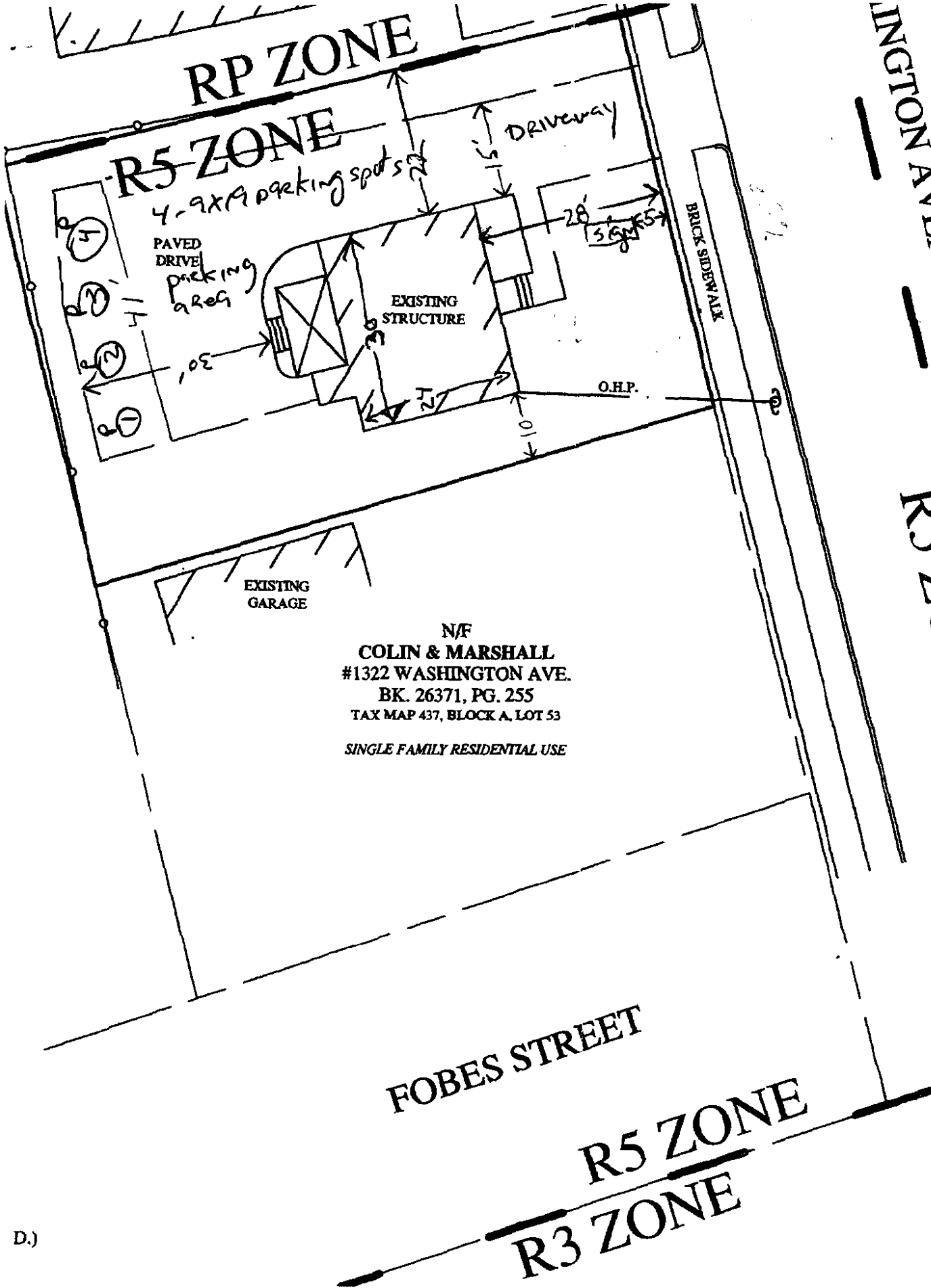
Sale Date	Type	Price	Book/Page
7/1/2004	LAND + BUILDING	\$130,000.00	21488/25

[New Search!](#)



Descriptor/Area

A -----
720 sqft



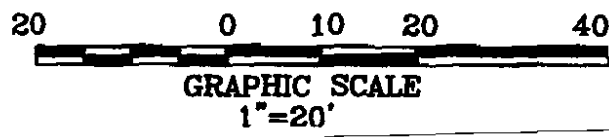
N/F
COLIN & MARSHALL
#1322 WASHINGTON AVE.
BK. 26371, PG. 255
TAX MAP 437, BLOCK A, LOT 53
SINGLE FAMILY RESIDENTIAL USE

FOBES STREET

R5 ZONE
R3 ZONE

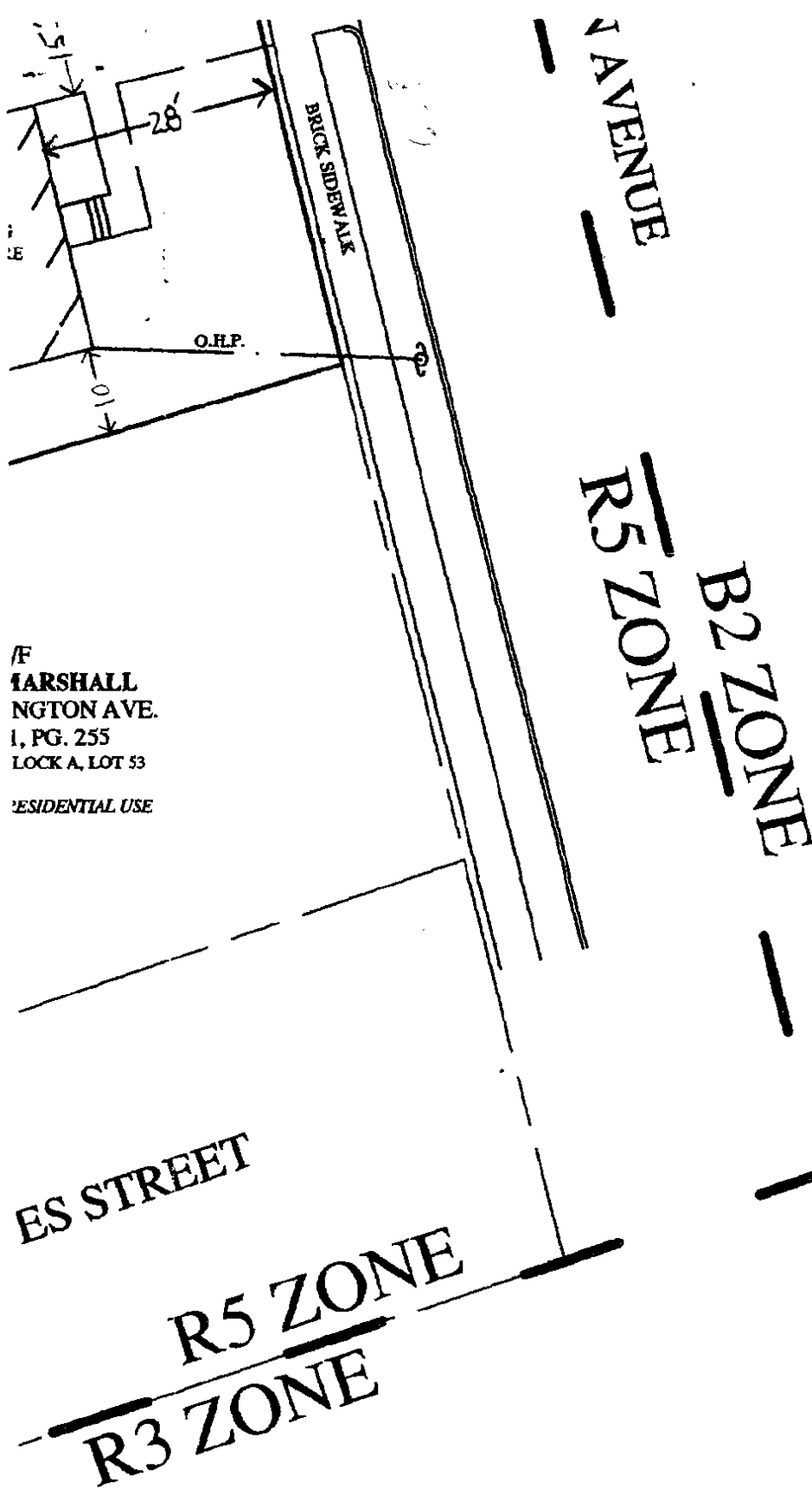
WASHINGTON AVENUE

B2 ZONE
R5 ZONE



D.)

PLAN 1
DATE:



1/F
MARSHALL
NGTON AVE.
1, PG. 255
LOCK A, LOT 53

RESIDENTIAL USE

ZONE PLAN

1326 WASHINGTON AVENUE
PORTLAND, ME 04103

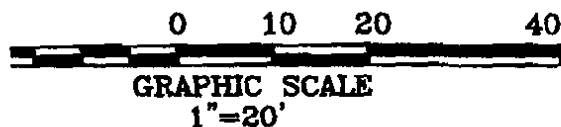
FOR:

MADD, LLC
543 ALLEN AVENUE
PORTLAND, ME 04103

DAVID J. PIRONE
1 PARTRIDGE ROAD
PORTLAND, ME 04102
(OWNER OF RECORD)

SURVEY, INC.

P.O. BOX 210
WINDHAM, ME 04062
(207) 892-2555 (207) 892-2557 FAX
INFO@SURVEYINCORPORATED.COM



PLAN BY:

MLC @ SURVEY, INC. CHK: JTF

DATE: APRIL 9, 2010

JOB NO.

PURCHASE AND SALE AGREEMENT

Offer Date June 29, 2010

Effective Date is defined in Paragraph 24 of this Agreement.

Effective Date 6/30/10

1. PARTIES: This Agreement is made between Daniel W. Anderson

("Buyer") and

J. David Pirone

("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 1326 Washington Avenue and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21488, Page(s) 25.

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: One unit dwelling on a lot approximately 65'x100' and containing .148ac of land (6429sf) per city records. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: None

4. PERSONAL PROPERTY: The following items of personal property as viewed on June 29, 2010 are included with the sale at no additional cost, in "as is" condition with no warranties: Stove, refrigerator, washing machine, clothes dryer

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 155,000.00. Buyer ☒ has delivered; or ☐ will deliver to the Agency within _____ days of the Offer Date, a deposit of earnest money in the amount \$ _____. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered n/a. Failure by Buyer to deliver 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 wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: _____ ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 1, 2010 (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 see item #26 (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 calendar 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.

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. FUEL/UTILITIES/PRORATIONS: ~~Fuel in tank shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. 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. 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. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION				YES	NO	RESULTS REPORTED TO SELLER					
a.	General Building	_____	<u>X</u>	Within _____	days	l.	Mold	_____	<u>X</u>	Within _____	days
b.	Sewage Disposal	_____	<u>X</u>	Within _____	days	m.	Lead Paint	_____	<u>X</u>	Within _____	days
c.	Coastal shoreland septic	_____	<u>X</u>	Within _____	days	n.	Arsenic Treated Wood	_____	<u>X</u>	Within _____	days
d.	Water Quality (including but not limited to radon, arsenic, lead, etc.)	_____	<u>X</u>	Within _____	days	o.	Pests	_____	<u>X</u>	Within _____	days
e.	Water Quantity	_____	<u>X</u>	Within _____	days	p.	Code Conformance	_____	<u>X</u>	Within _____	days
f.	Air Quality (including but not limited to asbestos, radon, etc.)	_____	<u>X</u>	Within _____	days	q.	Insurance	_____	<u>X</u>	Within _____	days
g.	Square Footage	_____	<u>X</u>	Within _____	days	r.	Environmental Scan	_____	<u>X</u>	Within _____	days
h.	Pool	_____	<u>X</u>	Within _____	days	s.	Lot size/acreage	_____	<u>X</u>	Within _____	days
i.	Energy Audit	_____	<u>X</u>	Within _____	days	t.	Survey/MLI	_____	<u>X</u>	Within _____	days
j.	Chimney	_____	<u>X</u>	Within _____	days	u.	Zoning	_____	<u>X</u>	Within _____	days
k.	Smoke/CO detectors	_____	<u>X</u>	Within _____	days	v.	Habitat Review/Waterfowl	_____	<u>X</u>	Within _____	days
						w.	Flood Plain	_____	<u>X</u>	Within _____	days
						x.	Other _____	_____	<u>X</u>	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.

13. 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 \$ _____ to be provided through _____.

14. FINANCING: This Agreement ☒ is ☐ is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a owner loan of 100,000 % of the purchase price, at an interest rate not to exceed 5.000 % 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 n/a 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 within n/a 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 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, Seller's licensee or Buyer'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 days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than n/a 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.
- Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum Yes ☐ No ☒.
- 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.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

N/A of N/A is a ☐ Seller Agent ☐ Buyer Agent
Licensee Agency ☐ Disc Dual Agent ☐ Transaction Broker

N/A of N/A 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.

16. 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.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

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: N/A

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 calendar 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 which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

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: The closing will occur after the City council approves the zone change that was recently approved by the Planning board. The closing date will also be contingent upon the seller approving the terms of an owner financing agreement with the purchaser.

The private mortgage note will contain a 30 yr amortization with a 5 yr balloon payment and an option for renewals. The initial rate is 5%. The renewal rate and related terms of the mortgage note are to be determined by the purchaser and seller prior to closing. The subject property is being used as collateral for the mortgage deed.

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 and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

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 94 HUBURN ST PORTLAND ME 04103

Dan Anderson 06/29/2010
BUYER DATE
Daniel W. Anderson

BUYER DATE

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 1 PARTRIDGE CR PORTLAND ME 04102

J. David Pirone 05/29/2010
SELLER DATE

SELLER DATE

COUNTER-OFFER

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

none

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) 6/30/2010
(time) _____ AM _____ PM.

[Signature] 6/30/10
SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

[Signature] 6/30/10
BUYER DATE BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____
DATE

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE



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