

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 10-0962	Issue Date:	CBL: 437 A052001
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Location of Construction: 1326 WASHINGTON AVE	Owner Name: Dan Anderson	Owner Address: 94 Auburn	Phone: 712-3741
Business Name:	Contractor Name: Spectrum Signs	Contractor Address: 557 Elm St Biddeford	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: R-P

Past Use: Commercial office connected w/ permit# 100857	Proposed Use: Commercial office -4' x 6' freestanding sign	Permit Fee: \$78.00	Cost of Work: \$78.00	CEO District: 4
Proposed Project Description: 4' x 6' freestanding sign		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: Sign DBL-2003 Signature: JMB 9/2/10	
		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: ldobson	Date Applied For: 08/05/2010	<b>Zoning Approval</b>
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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..

**PERMIT ISSUED**

AUG 19

City of Portland

<b>Special Zone or Reviews</b> <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: 8/19/10 JMB	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <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: JMB
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**CERTIFICATION**

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

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 10-0962		<b>Date Applied For:</b> 08/05/2010		<b>CBL:</b> 437 A052001	
<b>Location of Construction:</b> 1326 WASHINGTON AVE		<b>Owner Name:</b> Dan Anderson		<b>Owner Address:</b> 94 Auburn	
<b>Business Name:</b>		<b>Contractor Name:</b> Spectrum Signs		<b>Phone:</b> ( ) 712-3741	
<b>Lessee/Buyer's Name</b>		<b>Phone:</b>		<b>Contractor Address:</b> 557 Elm St Biddeford	
				<b>Phone</b>	
				<b>Permit Type:</b> Signs - Permanent	
<b>Proposed Use:</b> Commercial office -4' x 6' freestanding sign				<b>Proposed Project Description:</b> 4' x 6' freestanding sign	
<b>Dept:</b> Zoning <b>Status:</b> Approved <b>Reviewer:</b> Ann Machado <b>Approval Date:</b> 08/19/2010 <b>Note:</b> City Council approved the rezoning of this property from R-5 to R-P on 8/2/10. The change goes into effect in 30 days. <b>Ok to Issue:</b> <input checked="" type="checkbox"/>					
<b>Dept:</b> Building <b>Status:</b> Approved with Conditions <b>Reviewer:</b> Jeanine Bourke <b>Approval Date:</b> 09/07/2010 <b>Note:</b> <b>Ok to Issue:</b> <input checked="" type="checkbox"/> 1) Signage Installation to comply with Chapters 31 & 32 of the IBC 2003 building code. 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.					

**Comments:**

8/5/2010-ldobson: Held for additional info P &amp; S

PERMIT ISSUED

AUG 19 2010

City of Portland

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

## CITY OF PORTLAND PERMIT ISSUED

Please Read  
Application And  
Notes, If Any,  
Attached

### BUILDING PERMIT

Permit Number 9100962

This is to certify that Dan Anderson/Spectrum Signs

has permission to 4' x 6' freestanding sign

City of Portland

AT 1326 WASHINGTON AVE

CB 437 A052001

provided that the person or persons, firm or corporation accepting 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 covered-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]* 9/2/10  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

## **BUILDING PERMIT INSPECTION PROCEDURES**

**Please call 874-8703 or 874-8693 (ONLY )  
or email: [buildinginspections@portlandmaine.gov](mailto: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**   **Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers**

  **X**   **Final inspection required at completion of work.**

**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

City of Portland



# Signage/Awning Permit Application

578 4x6

5' set back  
8' height  
30' 28'

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: <b>1326 Washington Ave</b>		
Tax Assessor's Chart, Block & Lot Chart# <b>437</b> Block# <b>A</b> Lot# <b>52</b>	Owner: <b>Dan Anderson</b>	Telephone: <b>7123741</b>
Lessee/Buyer's Name (If Applicable): <b>Dan Anderson</b>	Contractor name, address & telephone: <b>Spectrum Signs</b>	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ Awning Fee= cost of work Total Fee: \$
Who should we contact when the permit is ready: <b>Dan</b> phone: <b>7123741</b> Tenant/allocated building space frontage (feet): Length: <b>6'</b> Height: <b>7.5' to 8'</b> bottom <b>42" (3.5')</b> Lot Frontage (feet): <b>60'</b> Single Tenant or Multi Tenant Lot Current Specific use: <b>Residential home 1 story</b> → <b>Professional office</b> If vacant, what was prior use: <b>Residential home 1 story</b> Proposed Use: <b>Professional office</b> <b>Residential BTR</b> <b>App 9/15/10</b> <b>5' 7.5'</b>		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions proposed: <b>4x6</b> Height from grade: <b>42" + 4' = 7.5'</b> Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions proposed:		
Proposed awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is awning backlit? Yes <input type="checkbox"/> No <input type="checkbox"/> Height of awning: Length of awning: Depth: Is there any communication, message, trademark or symbol on it? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, total s.f. of panels w/communications, message, trademark or symbol: s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions: Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions: Awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Sq. ft. area of awning w/communication:		
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.		

RECEIVED

AUG - 5 2010  
Dept of Building Inspections  
City of Portland Maine

24 x 2 + 30

Please submit all of the information outlined in the Sign/Awning Application Checklist.  
Failure to do so may result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections 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:

**D Anderson**

Date:

**8/5/10**

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

RR zone - freestanding sign  
max area 30 sq ft - 24" x 36" (circled)  
" height 8' - 7.5' (circled)  
set back min 5' - 5' shown (circled)

Handwritten scribbles in the top left corner.

Handwritten scribbles in the top right corner.

1326 WASHINGTON AVE.



**Dan  
Anderson**  
REAL ESTATE INC.

APPRAISAL & BROKERAGE SERVICES

**878-3206**

[www.danandersonappraisals.com](http://www.danandersonappraisals.com)

Handwritten: 3.5' 42"

Handwritten: grade

Handwritten: 2.5' 90°

Handwritten: 1/18A

Handwritten: 7/27 pm  
7/29 pm or

4' BY 6' 2 SIDED MONUMENT SIGN

3/4" MDO PLYWOOD

FLAT GRAPHICS

POSTS ARE 4" PRESSURE TREATED WITH PVC SLEEVE COVERS

CAPS ARE PVC, BALLS ARE STEEL W/ 23K GOLDLEAF FINISH.



**SPECTRUM  
SIGNS**

NEON • METAL • PLASTIC • WOOD  
557 ELM STREET, RT. 1, BIDDEFORD, ME. 04005

**207.294.6388**



Assessor's Office 2007-05-04 13:00

Home Search Results Help Feedback Contact Us

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:

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

### Current Assessed Valuation:

<b>Tax Roll</b>	<b>TAX ACCT NO.</b>	44434	<b>OWNER OF RECORD AS OF APRIL 2009</b>
			PIRONE J DAVID
<b>Q &amp; A</b>	<b>LAND VALUE</b>	\$65,300.00	1 PARTRIDGE CIR
	<b>BUILDING VALUE</b>	\$74,000.00	PORTLAND ME 04102
	<b>NET TAXABLE - REAL ESTATE</b>	\$139,300.00	
<b>browse city services a-z</b>	<b>TAX AMOUNT</b>	\$2,471.18	

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

### Building Information:

browse facts and links a-z

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

[View Sketch](#)

[View Map](#)

[View Picture](#)

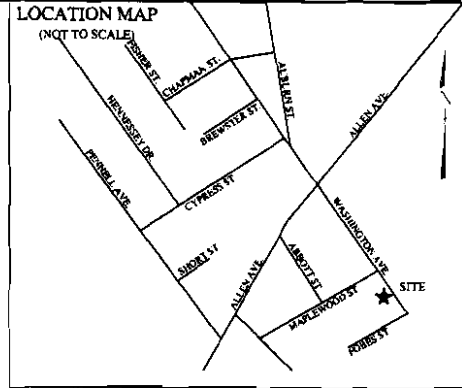


### Sales Information:

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

[New Search!](#)

LOCATION MAP  
(NOT TO SCALE)



N/F  
LEASURE  
#1344 WASHINGTON AVE.  
BK. 22123, PG. 209  
TAX MAP 437, BLOCK C, LOT 4  
**DAVID D. LEASURE ARCHITECTURAL  
ASSOCIATES, INC.**  
SINGLE FAMILY USE

MAPLEWOOD STREET

N/F  
WASHINGTON AVE ASSOCIATES  
#1334 WASHINGTON AVE.  
BK. 10930, PG. 231  
TAX MAP 437, BLOCK A, LOT 1  
**NORTH DEERING DENTAL ASSOCIATES**  
RETAIL & PERSONAL SERVICES USE

N/F  
TARPELIAN  
#14 MAPLEWOOD STREET  
TAX MAP 437, BLOCK A, LOT 1 & 2  
SINGLE FAMILY  
RESIDENTIAL USE

N/F  
BONVILLE  
#1322 FOBES ST.  
BK. 14084, PG. 114  
TAX MAP 437, BLOCK A, LOT 5  
SINGLE FAMILY RESIDENTIAL USE

N/F  
COLIN & MARSHALL  
#1322 WASHINGTON AVE.  
BK. 26371, PG. 215  
TAX MAP 437, BLOCK A, LOT 3  
SINGLE FAMILY RESIDENTIAL USE

ZONE PLAN  
1326 WASHINGTON AVENUE  
PORTLAND, ME 04103

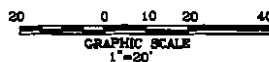
FOR:  
**MADD, LLC**  
543 ALLEN AVENUE  
PORTLAND, ME 04103

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

**SURVEY, INC.**  
P.O. BOX 210  
WINDHAM, ME 04062  
(207) 892-2550 (207) 892-2557 FAX  
INFO@SURVEYINCORPORATED.COM

NOTES:

- (1) DEED REFERENCE: 1993 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 3C
- (3) NORTH REFERENCE: MAGNETIC 2010



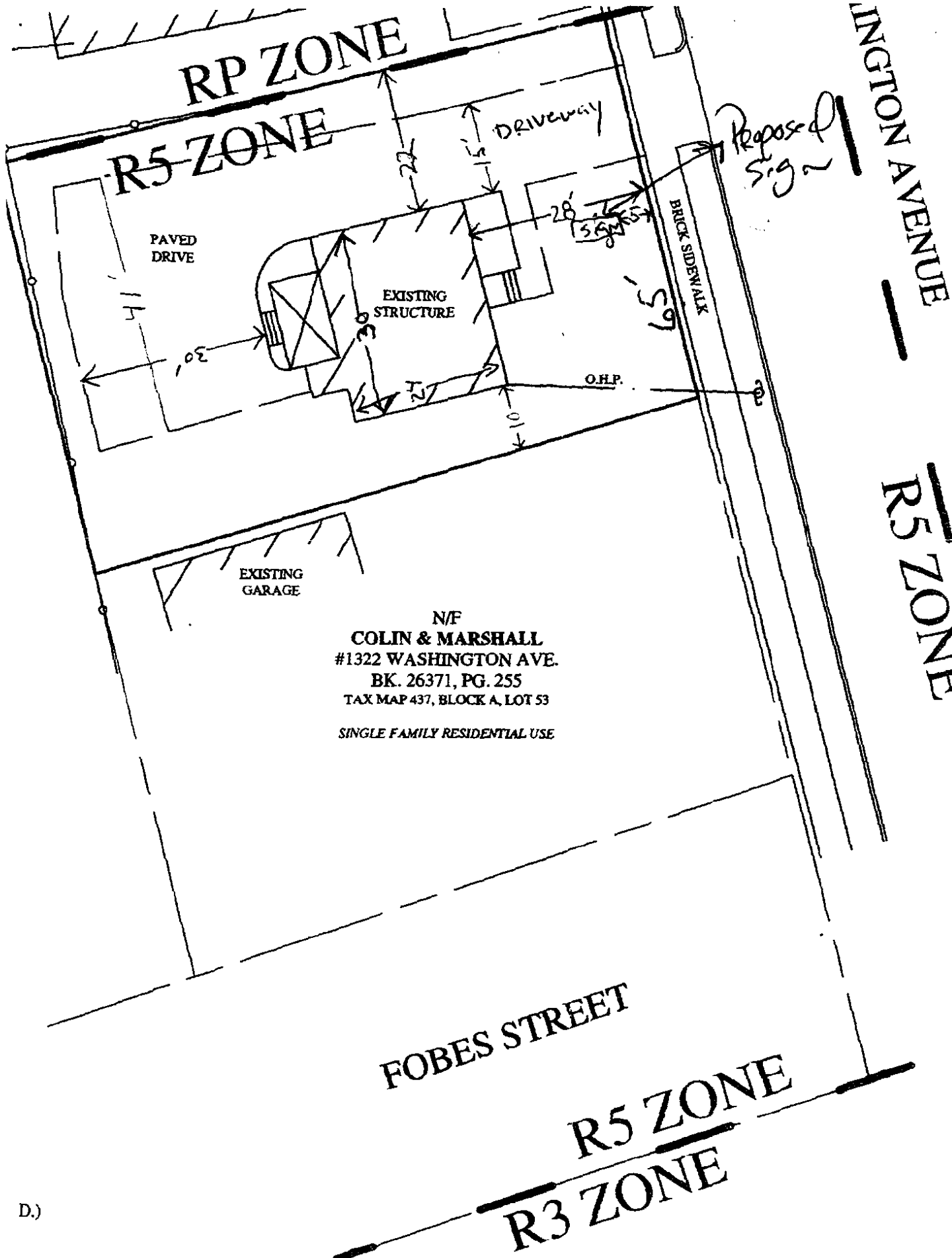
PLAN BY:

ME 04103 PA 118 11

DATE: APRIL 9, 2010

JOB NO. 10403



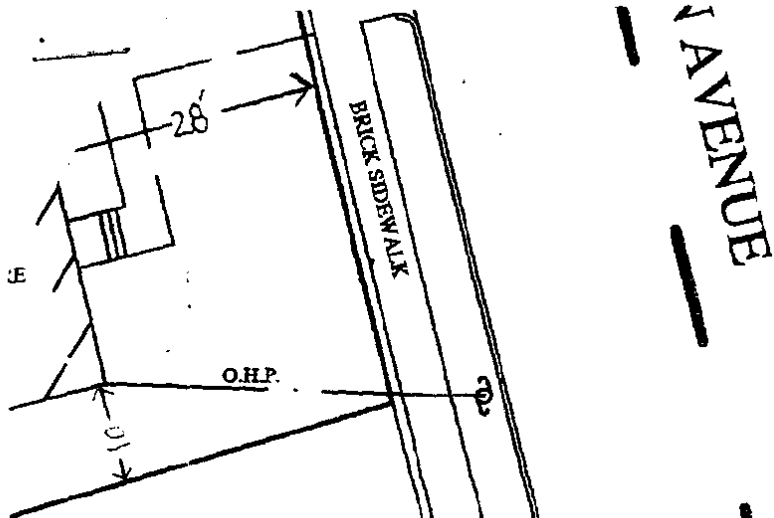


D.)



PLAN

DATE



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

RESIDENTIAL USE

ES STREET

R5 ZONE

R3 ZONE

AVENUE  
R5 ZONE  
B2 ZONE

## ZONE PLAN

1326 WASHINGTON AVENUE  
PORTLAND, ME 04103

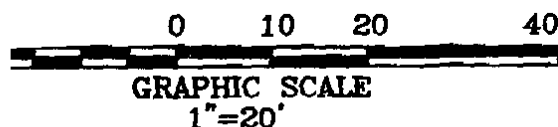
FOR:

**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) 892-2556 (207) 892-2557 FAX  
INFO@SURVEYINCORPORATED.COM



PLAN BY:

MLC @ SURVEY, INC. CHK: JTF

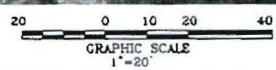
DATE: APRIL 9, 2010

JOB NO

LT



NOTES  
 (1) DEED REFERENCE: DEED BOOK 21488, PAGE 25  
 (2) TAX MAP REFERENCE: CITY OF PORTLAND TAX MAP 437, BLOCK C, LOT 52  
 (3) NORTH REFERENCE: MAGNETIC 2010  
 (4) AERIAL PHOTOGRAPH: GOOGLE EARTH 2010



**ZONE PLAN**  
 1326 WASHINGTON AVENUE  
 PORTLAND, ME 04103  
 FOR:  
**MADD, LLC**  
 543 ALLEN AVENUE  
 PORTLAND, ME 04103

DAVID J. PRUNE  
 1 PARTRIDGE ROAD  
 PORTLAND, ME 04102  
 (OWNER (IF RECORDED))  
**SURVEY, INC.**  
 P.O. BOX 210  
 WINDHAM, ME 04062  
 (207) 892-2556 / (207) 892-2557 FAX  
 INFO@SURVEYINCORPORATED.COM

PLAN BY: [Signature]  
 DATE: APRIL 9, 2018 JOB NO.: 18023







Apr 9, 2010 1:12 pm



1316 Washington Ave

Exit Photo



©2009 Google

Eye alt 87 ft





# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

8.5 20 10

Received from

Don. Antigua

Location of Work

1396 Washington

Cost of Construction

\$ \_\_\_\_\_

Building Fee: \_\_\_\_\_

Permit Fee

\$ \_\_\_\_\_

Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total:

79

Plumbing (11) \_\_\_\_\_

Plumbing (15) \_\_\_\_\_

Electrical (12) \_\_\_\_\_

Site Plan (12) \_\_\_\_\_

Other \_\_\_\_\_

CBL

437-A-52

Check #

2789

Total Collected \$

78

**No work is to be started until permit issued.**

**Please keep original receipt for your records.**

Taken by:

J. L.

WHITE - Applicant's Copy

YELLOW - Office Copy

PINK - Permit Copy



# PURCHASE AND SALE AGREEMENT

June 29, 2010  
Offer Date

6/28/10 Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

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: n/a ("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.

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

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.

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 1031 94 HUBBARD ST PORTLAND ME 04103

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

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 PRATT ST PORTLAND ME 04103

J. David Pirone 06/29/2010  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
J. David Pirone

#### 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.

DW 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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