

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

Permit No:	04-0901	Issue Date:	JUL 01 2004	CEIL:	552 A001001
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Location of Construction:	1756 Washington Ave	Owner Name:	Tibbets Edward H &
Business Name:		Contractor Name:	Risbara Bros Construction
Lessee/Buyer's Name:		Phone:	

Owner Address:	1756 Washington Ave	City of Portland	Phone:	
Contractor Address:	197 US Route 1 Scarborough		Phone:	2078835528
Permit Type:	Additions - Dwellings		Zone:	R-3

Past Use:	single family	Proposed Use:	single family - raise rear roof, finish area over garage, and stair addition
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Proposed Project Description:
 raise rear roof, finish area over garage, and stair addition

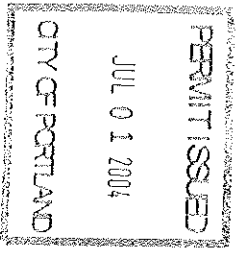
Permit Fee:	\$696.00	Cost of Work:	\$75,000.00	CEO District:	5
FIRE DEPT:	<input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied	INSPECTION:	Use Group: R-3	Type: SB	
Signature:	<i>[Signature]</i>	Signature:	<i>[Signature]</i>		
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied			
Signature:		Date:			

Permit Taken By:	trmm	Date Applied For:	06/30/2004
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Zoning Approval

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<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: 7/2/04	<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:	<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: 7/2/04



CERTIFICATION

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

SIGNATURE OF APPLICANT

ADDRESS _____ DATE _____ PHONE _____

RESPONSIBLE PERSON IN CHARGE OF WORK TITLE _____ DATE _____ PHONE _____

City of Portland, Maine - Building or Use Permit

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

Permit No:	04-0901	Date Applied For:	06/30/2004	CBL:	352 A001001
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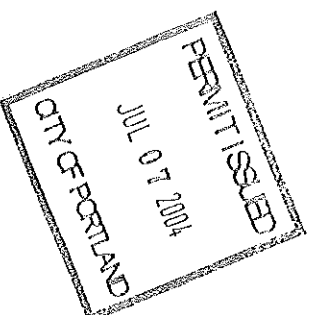
Location of Construction: 1756 Washington Ave	Owner Name: Tibbets Edward H &	Owner Address: 1756 Washington Ave	Phone:
Business Name:	Contractor Name: Risbara Bros Construction	Contractor Address: 197 US Route 1 Scarborough	Phone: (207) 883-5528
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Dwellings	

Proposed Use: single family - raise rear roof, finish area over garage, and stair addition	Proposed Project Description: raise rear roof, finish area over garage, and stair addition
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Dept: Zoning	Status: Approved	Reviewer: Tammy Munson	Approval Date: 07/02/2004
Note:			Ok to Issue: <input checked="" type="checkbox"/>

Dept: Building	Status: Approved with Conditions	Reviewer: Tammy Munson	Approval Date: 07/02/2004
Note:			Ok to Issue: <input checked="" type="checkbox"/>

1) As discussed during the review, the steel beam located in the garage must have a structural analysis done by an engineer and submitted and approved prior to drywall.



All Purpose 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>1756 Washington Ave</u>		Square Footage of Lot	
Total Square Footage of Proposed Structure		<u>18,875'</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>352</u> Block# <u>A</u> Lot# <u>1</u>	Owner: <u>Kathleen Roberts</u> <u>4 Neil Esposito</u>	Telephone: <u>713-6189</u>	
Lessee/Buyer's Name (if Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>same as above</u>	Cost Of Work: \$ <u>100,000.</u>	Fee: \$
Current use: <u>single family home</u>	If the location is currently vacant, what was prior use: <u>N/A</u>		
Approximately how long has it been vacant: <u>N/A</u>	Proposed use: <u>same</u>		
Project description: <u>new master bedroom suite, family room & finish space over garage</u>	Contractor's name, address & telephone: <u>Risbana Construction 883-5528</u>		
Who should we contact when the permit is ready: <u>Jim Halpin</u>	Mailing address: <u>PO Box 485 Scarborough ME 04070-0488</u>		

We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work. With a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE:

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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

Signature of applicant: [Signature] Date: 6/30/04

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

INSPECTION PLAN

I HEREBY CERTIFY TO
SERVING TITLE SERVICES
& MAC MORTGAGE CORP OF PA.
AND ITS TITLE INSURER

THE BUILDING SETBACKS ARE
IN CONFORMITY WITH THE
TOWN ZONING REQUIREMENTS
THE DWELLING DOES NOT FALL
WITHIN THE SPECIAL FLOOD
HAZARD AREA AS DELINEATED BY
F.E.M.A.

THE LAND DOES NOT FALL
WITHIN THE SPECIAL FLOOD
HAZARD AREA AS DELINEATED
BY F.E.M.A. ON COMMUNITY/
PANET # 230057 000222

LOCUS ADDRESS

1756 WASHINGTON AVENUE
POB. MAINE

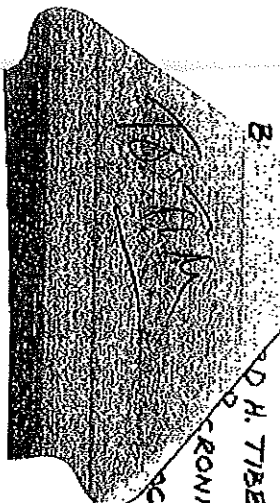
NORTHEASTERN LAND
SURVEYING

134 SCHOOL STREET
GORHAM, MAINE 04038
PHONE: (207) 839-2090
FAX (207) 839-6361

JOB NUMBER 135-36
INSPECTION DATE

6-1-99

SCALE: 1" = 40'

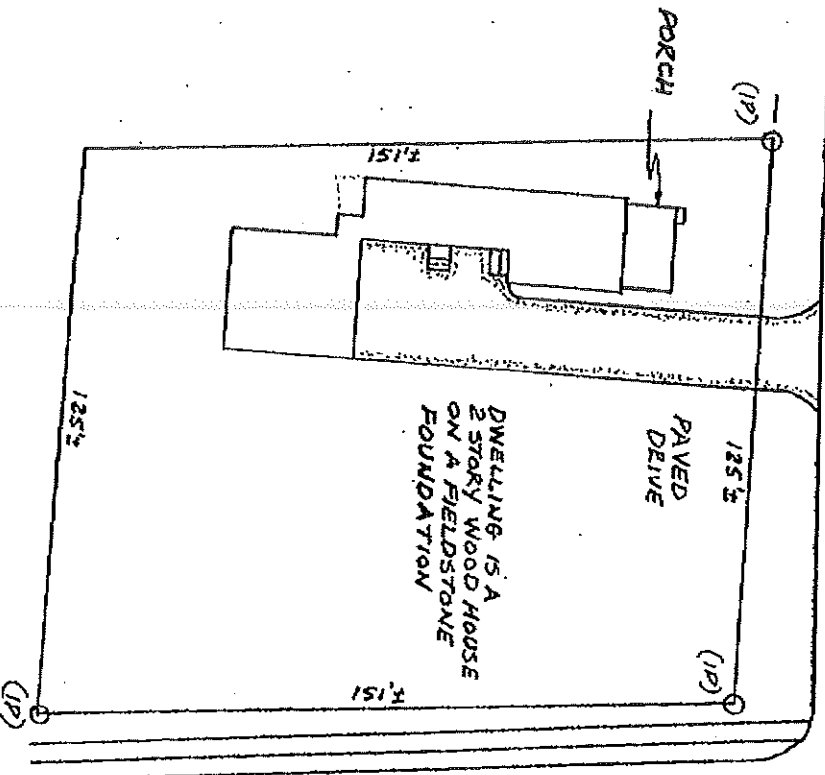


B. D. H. TIBBETTS

REGISTERED

WASHINGTON AVENUE (BIT)

SHEPHERD
LANE (BIT)



THIS IS NOT A BOUNDARY SURVEY
AND IS NOT FOR RECORDING
PURPOSES. THIS PLAN MAY NOT
REVEAL CONFLICTS WITH ABUTTING
DEEDS. THE PROPERTY IS SUBJECT TO
ALL RIGHTS, COVENANTS, RESTRICTIONS,
AND EASEMENTS OF RECORD.

REFERENCES

PLAN BOOK _____ PAGE _____ LOT _____
DEED BOOK 6836 PAGE _____
COUNTY CUMBERLAND _____

DRAWN BY JJI

ELECTRICAL PERMIT City of Portland, Me.

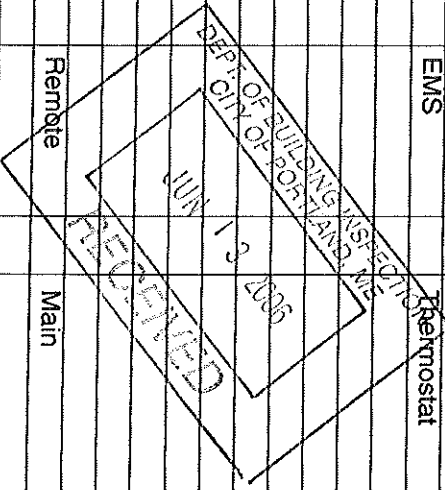


To the Chief Electrical Inspector, Portland Maine:
The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the City of Portland Electrical Ordinance, National Electrical Code and the following specifications:

Date _____
Permit # 2006 - 45226
CBI # 352 A 1

LOCATION: 1756 Washington Ave METER MAKE & # _____
CMP ACCOUNT # _____ OWNER _____
TENANT _____ PHONE # _____

				TOTAL EACH FEE
OUTLETS	Receptacles	Switches	Smoke Detector	.20
FIXTURES	Incandescent	Fluorescent	Strips	.20
SERVICES	<input checked="" type="checkbox"/> Overhead	Underground	<input checked="" type="checkbox"/> TTL AMPS <800	15.00
	Overhead	Underground	>800	25.00
Temporary Service	Overhead	Underground	TTL AMPS	25.00
METERS	(number of)			25.00
MOTORS	(number of)			1.00
RESID/COM	Electric units	Interior	Exterior	2.00
HEATING	oil/gas units	Ranges	Wall Ovens	1.00
APPLIANCES	Ranges	Water heaters	Fans	5.00
	Insta-Hot	Disposals	Dishwasher	2.00
	Dryers	Spa	Washing Machine	2.00
	Compactors	Others (denote)		2.00
MISC. (number of)	Air Cond/win		Pools	2.00
	Air Cond/cent	EMS	Thermostat	3.00
	HVAC			10.00
	Signs			5.00
	Alarms/res			10.00
	Alarms/com			5.00
	Heavy Duty(CRKT)			15.00
	Circus/Carnv			2.00
	Alterations			25.00
	Fire Repairs			5.00
	E Lights			15.00
	E Generators			1.00
				20.00
PANELS	Service	Remote	Main	4.00
TRANSFORMER	0-25 Kva			5.00
	25-200 Kva			8.00
	Over 200 Kva			10.00
			TOTAL AMOUNT DUE	
			MINIMUM FEE	35.00



CONTRACTORS NAME CHRIS HARRIS CRC ELECTRIC INC
 ADDRESS 10 GILKILL ROAD BOZEHAN MASTER LIC. # MS60012216
 TELEPHONE 855-9695 LIMITED LIC. # _____
 SIGNATURE OF CONTRACTOR [Signature]

White Copy - Office • Yellow Copy - Applicant

[Signature]



I-9

125'

151'

15'

20'

10' x 25'

EXISTING HOME

20' x 15'

DRIVEWAY

25' x 22'

13.5' x 19'

37'

I-9

1750 WASHINGTON AVE

352 CHANT

A BLOCK

1 LOT

- 2ND STORY MODERN BEDROOM (BED)
- 2 STORY STRUCTURES WALL
- SINGLE STORY FULL BREAKFAST
- EXISTING - TURN INTO FINISH LIVING SPACE ON 2ND FLOOR ONLY

LDK COV.

DK

R-3

~~steps~~

steps

15' or 16' OK

20' or 22' OK

25' or 26' OK

30' or 32' OK

35' or 37' OK

40' or 42' OK

45' or 47' OK

50' or 52' OK

55' or 57' OK

60' or 62' OK

65' or 67' OK

70' or 72' OK

75' or 77' OK

80' or 82' OK

85' or 87' OK

90' or 92' OK

95' or 97' OK

100' or 102' OK

105' or 107' OK

110' or 112' OK

115' or 117' OK

120' or 122' OK

125' or 127' OK

130' or 132' OK

135' or 137' OK

140' or 142' OK

145' or 147' OK

150' or 152' OK

155' or 157' OK

160' or 162' OK

165' or 167' OK

170' or 172' OK

175' or 177' OK

180' or 182' OK

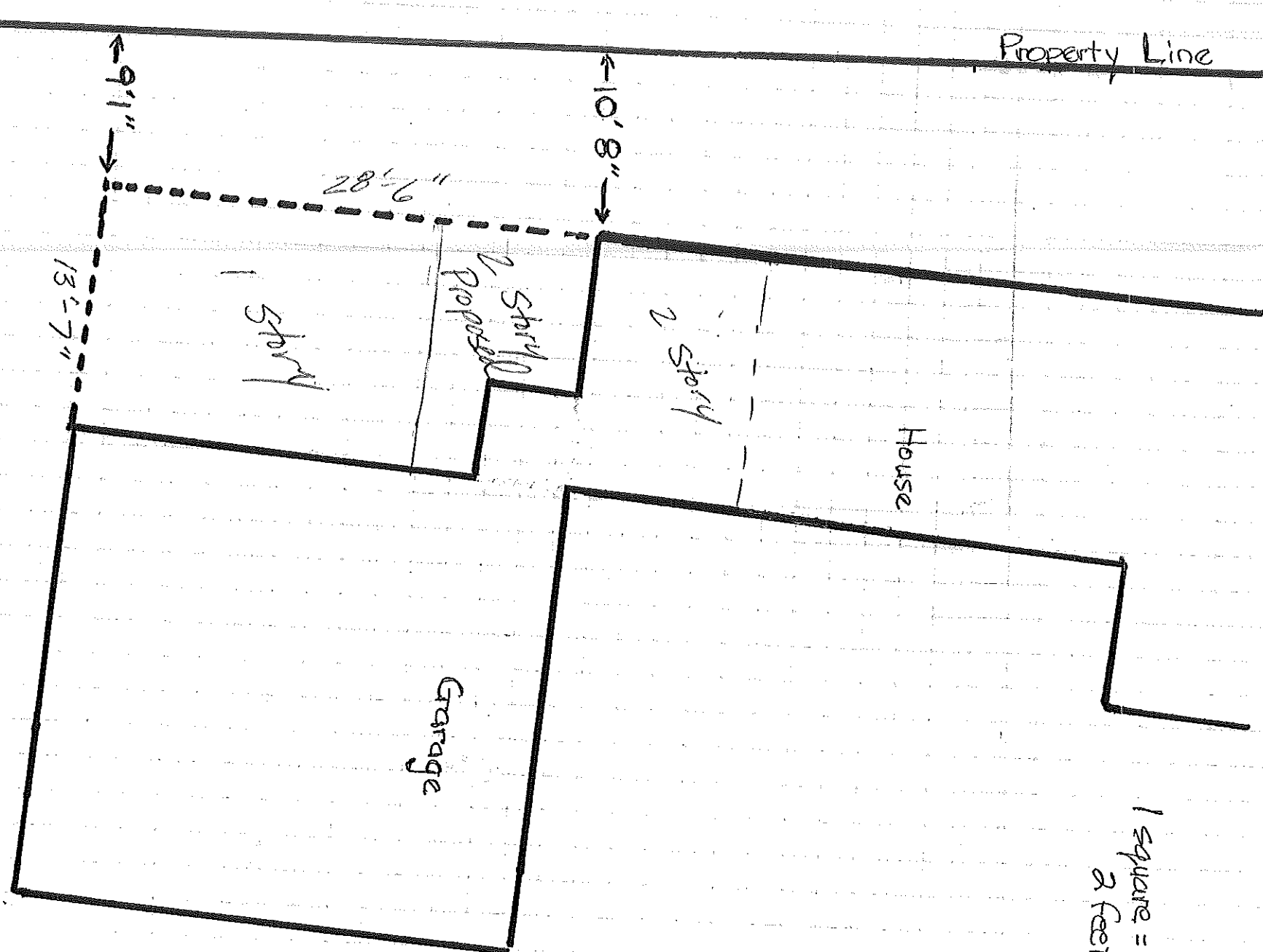
185' or 187' OK

190' or 192' OK

195' or 197' OK

200' or 202' OK

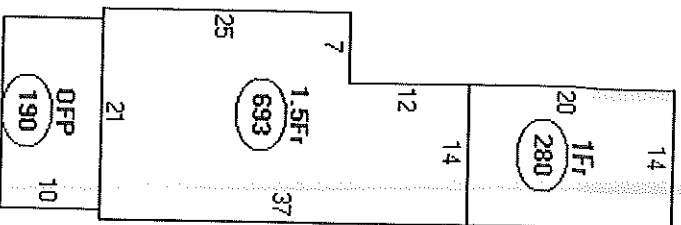
Property Line



1 square = 2 feet

Descriptor/Area

- A: 1.5Ft
693 sqft
- B: 1Ft
280 sqft
- C: OFFP
190 sqft



PURCHASE AND SALE AGREEMENT

May 25, 2004

May 26, 2004 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Neil Esposito, Kathleen Roberts

Edward Tibbets, Mary Sue Tibbets (hereinafter called "Buyer") and (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all [X] part of [] ; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 1756 Washington Avenue Ext. and described in deed(s) recorded at said County's Registry of Deeds Book(s) 14946, Page(s) 180

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, and electrical fixtures are included with the sale except for the following: No exclusions

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 are included with the sale at no additional cost, in "as is" condition with no warranties: kitchen stove, dishwasher, refrigerator, gas fireplace

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 310,000.00 of which DEPOSIT \$ 2,500.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 2,500.00 will be paid June 4, 2004 BALANCE DUE \$ 305,000.00

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

6. EARNEST MONEY/AcCEPTANCE: HarborCity Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 26, 2004 (date) 5:00 AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. 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 August 1, 2004 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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 debts, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

Rev. 2004

Page 1 of 4 - P&S Buyer(s) Initials

Seller(s) Initials

HarborCity Realty, Inc. 500 Woodford Street, Portland ME 04103 Phone: (207) 775-1991

Fax: (207) 775-6451 Jean Russo

Produced with ZipForm™ by RE FormShare, LLC 18025 Fifeawn Mile Road, Clinton Township, Michigan 48035, (800) 365-9805

178516226 ZFX

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

Jean Russo of HarborCity Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker
Licensee of Agency is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

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

17. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes are subject to release options in license law and the default clause contained herein.

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, either Buyer or Seller. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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. *CHITMAS*

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: Property disclosure

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

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

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

26. OTHER CONDITIONS: A. Buyers & Sellers agree that Sellers may occupy the premises at no additional charge to them from the date of closing until August 14, 2004 at 5:00 pm if Sellers have not closed on another home. Buyers agree to cooperate with Sellers and will close within 30 days of Sellers' contract date on their new home. In any event, closing will not take place before July 9, 2004 nor later than August 1, 2004. Sellers agree to vacate these premises within 48 hours of closing on a new home.
B. This contract subject to Buyers' satisfactory determination, within the next 14 days, the construction feasibility of connecting area over garage to main house and obtaining a building permit for same.

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

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

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION YES NO RESULTS REPORTED TO SELLER

a. General Building	<input checked="" type="checkbox"/>	Within 14 days	§. Mold	<input checked="" type="checkbox"/>	Within days
b. Environmental Scan	<input checked="" type="checkbox"/>	Within days	h. Lead Paint	<input checked="" type="checkbox"/>	Within days
c. Sewage Disposal	<input checked="" type="checkbox"/>	Within days	i. Arsenic Treated Wood	<input checked="" type="checkbox"/>	Within days
d. Water Quality	<input checked="" type="checkbox"/>	Within days	j. Pests	<input checked="" type="checkbox"/>	Within days
(including but not limited to radon, arsenic, lead, etc.)			k. Pool	<input checked="" type="checkbox"/>	Within days
e. Water Quantity	<input checked="" type="checkbox"/>	Within days	l. Zoning	<input checked="" type="checkbox"/>	Within days
f. Air Quality	<input checked="" type="checkbox"/>	Within 14 days	m. Code Conformance	<input checked="" type="checkbox"/>	Within days
(including but not limited to asbestos, radon, etc.)			n. Other See 26B	<input checked="" type="checkbox"/>	Within 14 days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection 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 inspection or other condition specified herein is unsatisfactory to Buyer, 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 inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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

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

a. This Agreement is subject to Buyer obtaining a conventional loan of 90,000 % of the purchase price, at an interest rate not to exceed 6.500 % and amortized over a period of 30 years.

b. 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 14 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.

c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 30 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.

d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.

e. After (b) and (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 loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.

f. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward Buyer's pre-pays, points and/or closing costs.

g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .

h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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 Bureau of Taxation.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is _____

BUYER Neil Esposito _____ SS# OR TAXPAYER ID# _____

BUYER Kathleen Roberts _____ SS# OR TAXPAYER ID# _____

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 1756 Washington Avenue, Portland, ME 04103

SELLER Edward Tibbets _____ SS# OR TAXPAYER ID# 00756 9549

SELLER Mary Sue Tibbets _____ SS# OR TAXPAYER ID# 006-60-1045

Offer reviewed and refused on _____ day of _____, _____

SELLER _____ SELLER _____

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

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

SELLER _____ SELLER _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ BUYER _____

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

BUYER _____ SELLER _____

BUYER _____ SELLER _____



DISCLOSED DUAL AGENCY CONSENT AGREEMENT

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

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

By signing this form, Buyer/Seller acknowledge that they have read and understand this Agreement. Buyer/Seller understand they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent and hereby voluntarily consents to the Agency and Appointed Agent, if any, acting as a Disclosed Dual Agent.

Yes No

Date: 5/26/04

Seller: Edward Tibbets
Edward Tibbets

Date: 5-26-04

Seller: Mary Sue Tibbets
Mary Sue Tibbets

Date: _____

Buyer: Neil Esposito

Date: _____

Buyer: Kathleen Roberts

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REALTORS®

HarborCity Realty, Inc. 500 Woodford Street, Portland ME 04103
Phone: (207) 775-1991

Fax: (207) 775-6451

Jean Russo

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Current Owner Information

Card Number	1 of 1
Parcel ID	352 A001001
Location	175b WASHINGTON AVE
Land Use	SINGLE FAMILY
Owner Address	TIBBETTS EDWARD H & MARY SUE JTS 175b WASHINGTON AVE PORTLAND ME 04103

Book/Page	14945/160
Legal	352 A-1 WASHINGTON A 1746-175b SHEPHERD LN 1-11 19594 SF

Valuation Information

Land	440,540	Buildings	460,950	Total	\$121,590
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Property Information

Year Built	1840	Style	Old Style	Story Height	1.5	Sq. Ft.	1493	Total Acres	0.45
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Bedrooms	3	Full Baths	1	Half Baths	1	Total Rooms	5	Attic	None	Basement	Crawl
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Outbuildings

Type	FLAT BARN	Quantity	1	Year Built	1965	Size	26X26	Grade	C	Condition	G
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Sales Information

Date	08/02/1999	Type	LAND + BLDING	Price	\$149,000	Book/Page	14946-160
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Picture and Sketch

[Picture](#)

[Sketch](#)

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

New Search