

City of Portland, Maine - Building or Use Permit Application

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

Permit No:	06-0691	Issue Date:	JUN 30 2005	Permit Issued
		City of Portland		Permit No: F007001

Location of Construction:	46 ARCADIA ST	Owner Name:	COOK ROLAND G JR & BRYAN	Owner Address:	585 SPINDLE PALM DR	Phone:	
Business Name:		Contractor Name:		Contractor Address:	CITY OF PORTLAND	Phone:	
Lessee/Buyer's Name:		Phone:		Permit Type:	Additions - Dwellings	Zone:	25

Past Use:	2 Family Home	Proposed Use:	2 Family Home/ remove shed, build deck in rear	Permit Fee:	\$66.00	Cost of Work:	\$5,000.00	CEO District:	4
			<i>regulate: 2 new living units - per 1957 assessing road.</i>	FIRE DEPT:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	INSPECTOR:	123	Type: SB

Proposed Project Description:
remove shed, build deck in rear

Signature: _____
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
Action: Approved Approved w/Conditions Denied
Signature: _____
Date: _____

Permit Taken By: Idobson
Date Applied For: 05/05/2006

Zoning Approval

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 <input type="checkbox"/> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 5/30/04	<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: <i>BM</i>

- 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.

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.

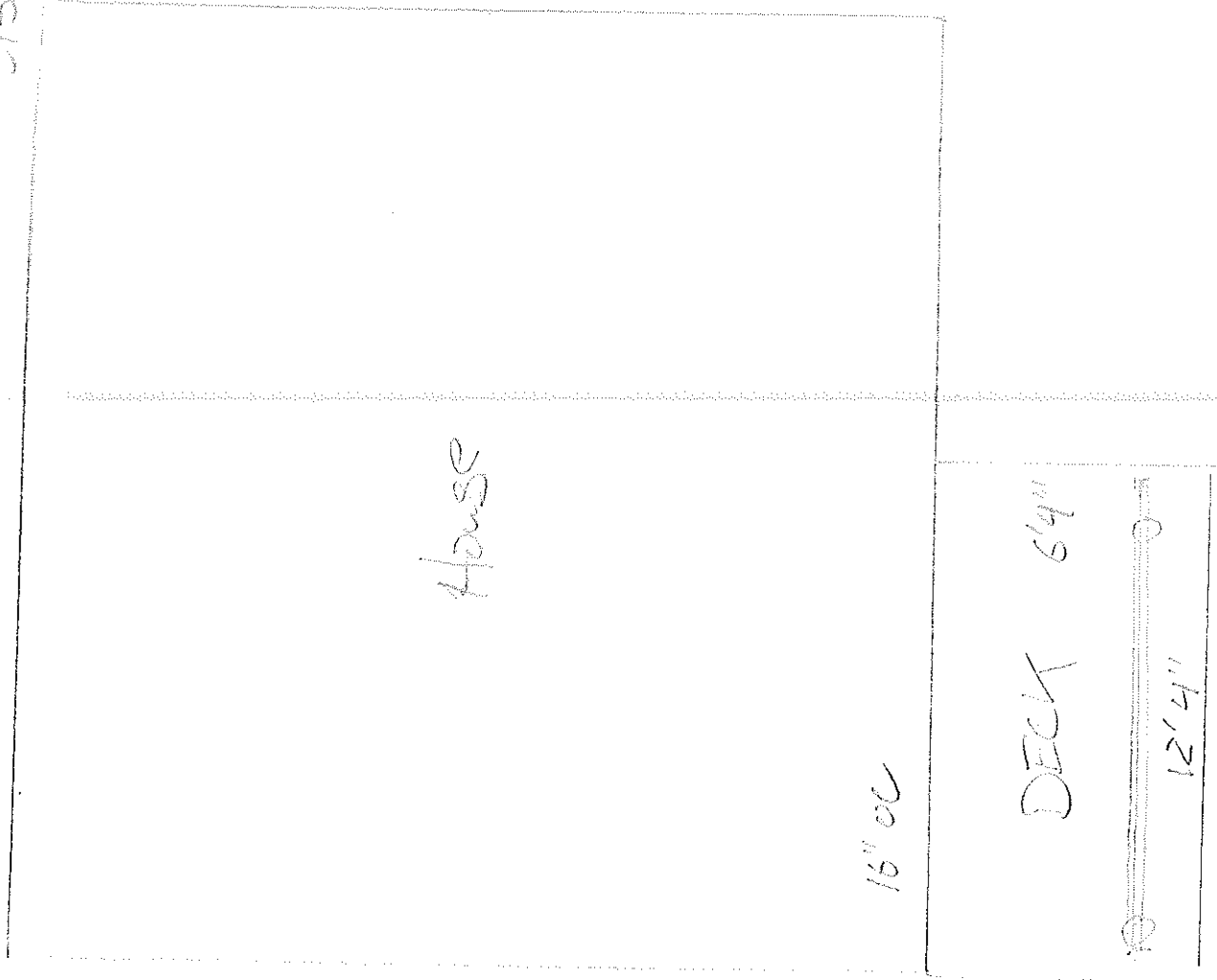
SIGNATURE OF APPLICANT _____ ADDRESS _____ DATE _____ PHONE _____

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

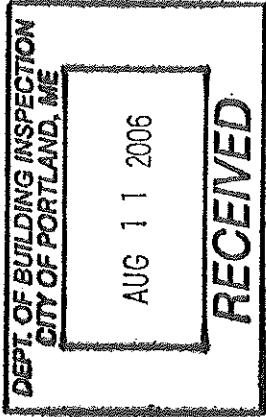
421-f-007

46 Arcadia

Adams Hill
515-5287



Double 2x8 PT

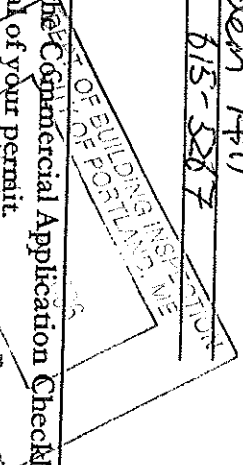




General Building Permit Application

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>46 Arcadia</u>		Square Footage of Lot: <u>4500</u>	
Total Square Footage of Proposed Structure			
Tax Assessor's Chart, Block & Lot Chart# <u>499</u> Block# <u>7</u> Lot# <u>7</u>	Owner: <u>Adem 1411</u>	Applicant name, address & telephone: <u>Adem 1411</u> <u>PO BOX 4242</u> <u>Portland, ME 04101</u>	
Lessee/Buyer's Name (If Applicable)		Cost Of Work: \$ <u>5,000</u>	Telephone: <u>615-5287</u>
Current Specific use: <u>2 Family</u>		Fee: \$ _____	C of O Fee: \$ _____
If vacant, what was the previous use? _____		Proposed Specific use: _____	
Project description: <u>Remove back attached Shed</u> <u>Build Deck in Rear / Replace Front Steps</u> <u>Upgrade Kitchen + Baths / Replace Doors</u>			
Contractor's name, address & telephone: <u>Adem 1411 PO Box 4242 Portland, ME 04101</u>			
Who should we contact when the permit is ready: <u>Adem 1411</u>			
Mailing address: _____ Phone: <u>615-5287</u>			



Please submit all of the information outlined in the Commercial Application 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 visit us on-line at 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: [Signature] Date: 5/13/08

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

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, if Any, Attached

This is to certify that COOK ROLAND G JR & R
has permission to remove shed, build deck in
AT 46 ARCADIA ST

PERMIT
INSPECTION

PERMIT ISSUED
Permit Number 46889JED

JUN 30 2005

CITY OF PORTLAND
427 4000

provided that the person or persons of the provisions of the Statutes of the construction, maintenance and this department.

Form or information accepting this permit shall comply with all line and of the distances of the City of Portland regulating of buildings and structures, and of the application on file in

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

ification of inspection on process and when permitted therefor or JNR 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]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

3-2x10 @ 9'6" @ 20' Spar width

City of Portland, Maine - Building or Use Permit

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

Permit No:	06-0691	Date Applied For:	05/05/2006	CBL:	427 F007001
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Location of Construction:	46 ARCADIA ST	Owner Name:	Hill, Adam	Owner Address:	PO Box 4242	Phone:	
Business Name:		Contractor Name:		Contractor Address:		Phone:	
Lessee/Buyer's Name		Phone:		Permit Type:	Additions - Dwellings		

Proposed Use:	2 Family Home/ remove shed, build deck in rear	Proposed Project Description:	remove shed, build deck in rear
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Ann Machado	Approval Date: 05/30/2006
Note:	1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.		
Dept: Building	Status: Pending	Reviewer: Residential Plan Revie	Approval Date: 06/29/2006
Note:	1) Will need to identify the exact location of lines at the plot plan reflects the minimum setback. The owner was notified of this prior to issuance of the permit. Ok to Issue: <input checked="" type="checkbox"/>		
	2) Plan adjustments shown in blue ink on the plans were discussed with the owner prior to issuance.		

Comments:

5/24/2006-amachado: Spoke to Adam Hill. The new deck needs to be 8' from the property line. He will come in to revise site plan.

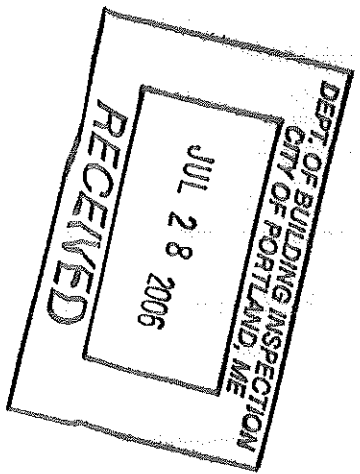
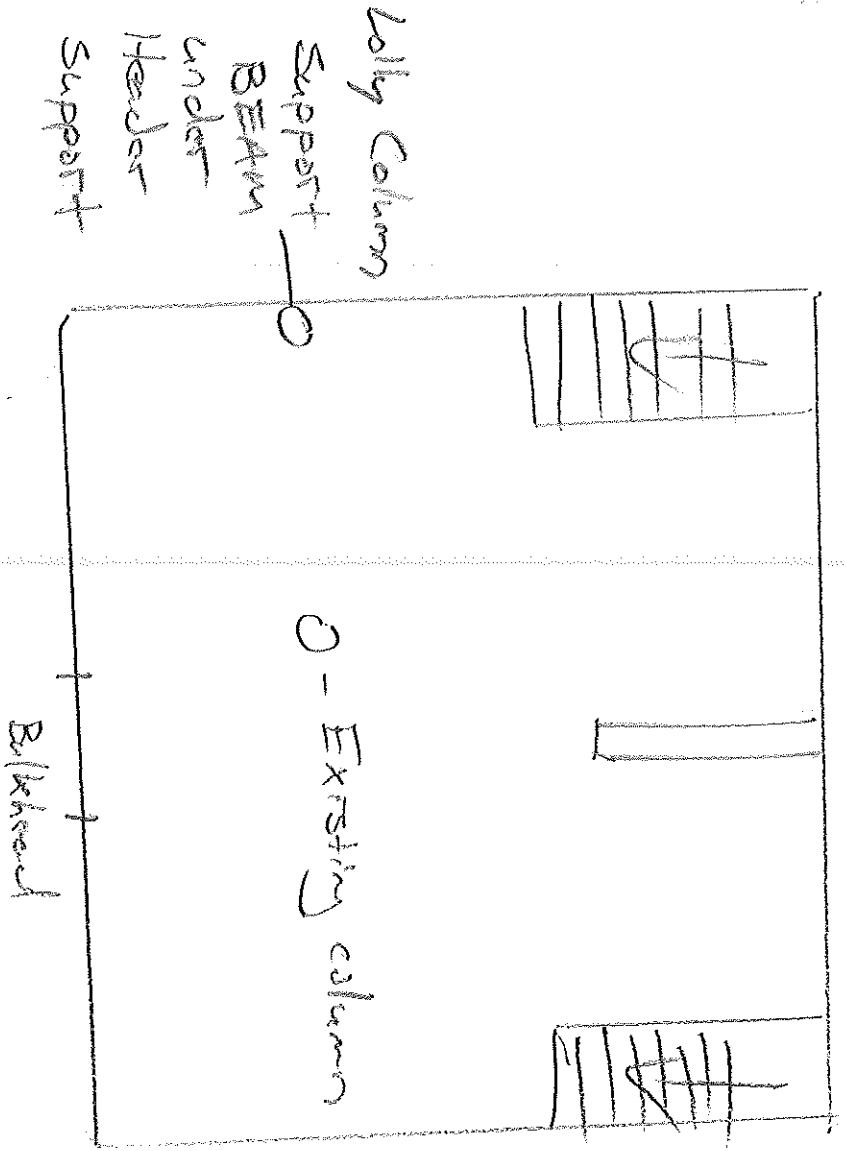
5/25/2006-amachado: Adam Hill came in today. He is going to redesign the deck so it meets the setbacks, and bring in a revised plot plan.

5/25/2006-amachado: Adam Hill came in with a revised plot plan that meets setbacks.

416 Arceutha

Adem Hill
615-5287

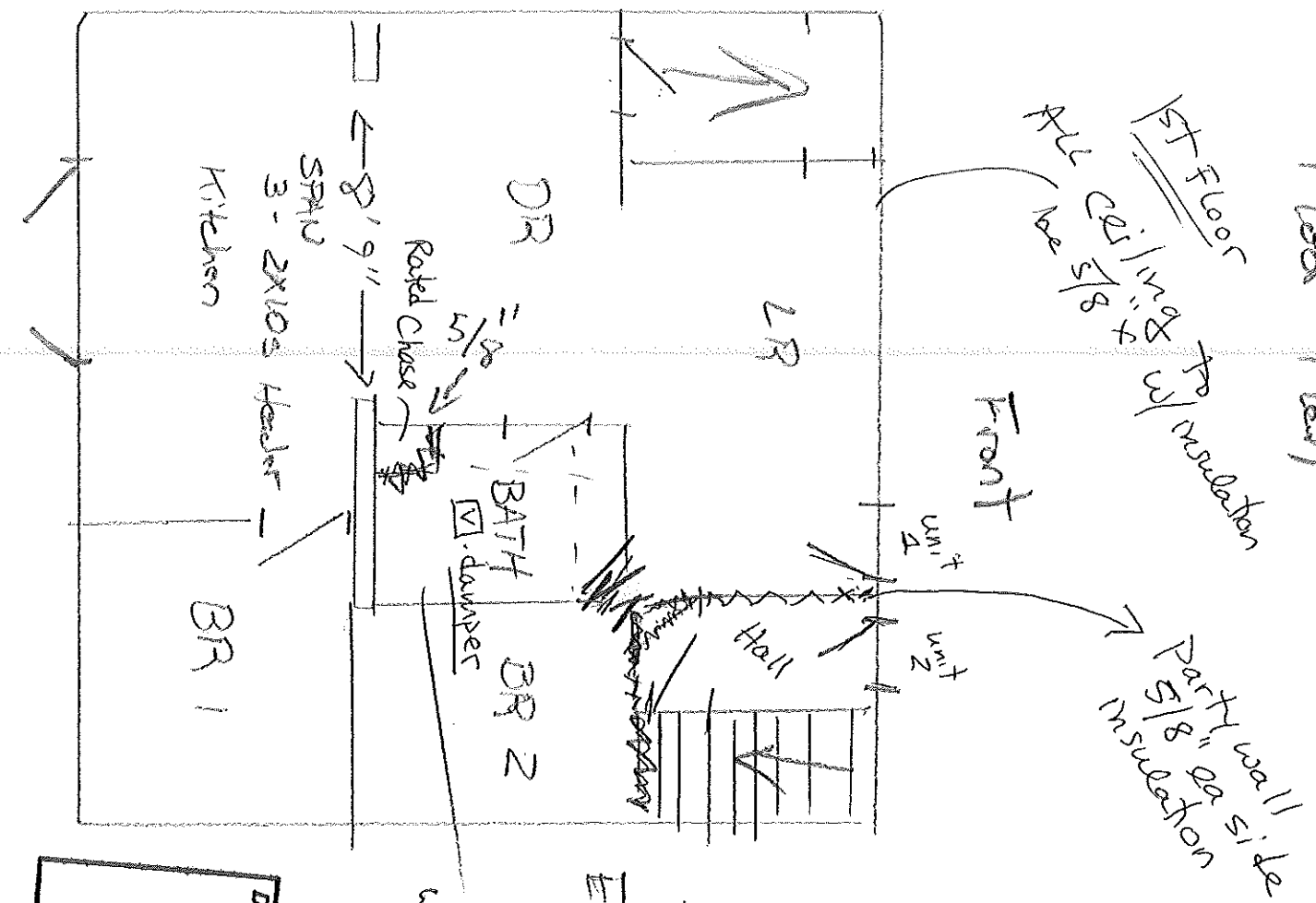
Basement Floor Plan



46 Atascadia 1st Floor

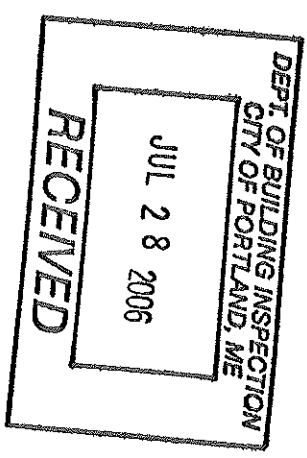
Asse-
1411
615-5287

Floor Plan

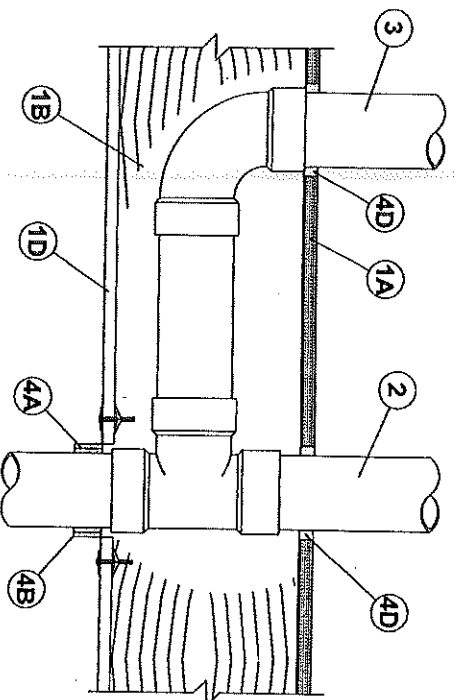


Seal Penetrations
as per code

Floor 1 & 2
Expanded Bathroom
Added 2x4
walls

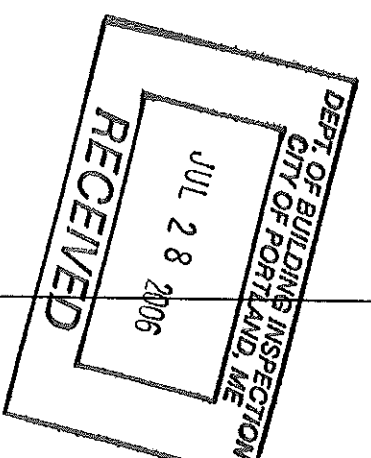


2nd Floor has similar span 3 - 2x10s Header
in same area - No Load



System No. F-C-2158
November 30, 2001

F Ratings — 1 and 2 Hr (See Item 1)
T Ratings — 1 and 2 Hr (See Item 1)



1. **Floor-Ceiling Assembly** — The 1 hr fire-rated solid or trussed lumber joist floor-ceiling assembly shall be constructed of the materials and in the manner specified in the individual L500 Series Floor-Ceiling Designs in the UL Fire Resistance Directory. The 2 hr fire-rated wood joist floor-ceiling assembly shall be constructed of the materials and in the manner specified in Design Nos. L505, L511 or L536 in the UL Fire Resistance Directory. **The F and T Ratings of the firestop system are equal to the rating of the floor-ceiling assembly.** The general construction features of the floor-ceiling assembly are summarized below:
 - A. **Flooring System** — Lumber or plywood subfloor with finish floor of lumber, plywood or **Floor Topping Mixture*** as specified in the individual Floor-Ceiling Design. Diam of opening hole-sawed in flooring shall be max 1 in. larger than diam of through penetrant (Item 3) or branch piping (Item 4). As an option, the opening for the branch piping (Item 4) may be rectangular, 8 in. by 12 in. max. for 1 hr rated assemblies only. Cutout to be patched on underside of subfloor using one layer of min 3/4 in. thick plywood or min 5/8 in. thick gypsum walkboard (Item 1C) sized to lap min 2 in. beyond each edge of rectangular cutout. Diam of opening hole sawed through patch to accommodate branch piping (Item 4) to be max 1 in. larger than diam of branch piping. Patch split into two pieces at opening hole-sawed for branch piping. Two pieces positioned around branch piping, with cut edges tightly-butted, and screw attached to the underside of subfloor using 1-1/4 in. long Type S steel screws spaced max 6 in. OC.
 - B. **Wood Joists*** — For 1 hr fire-rated floor-ceiling assemblies nom 10 in. deep (or deeper) lumber, steel or combination lumber and steel joists, trusses or **Structural Wood Members*** with bridging as required and with ends firestopped. For 2 hr fire-rated floor-ceiling assembly, nom 2 by 10 in. lumber joists spaced 16 in. OC with nom 1 by 3 in. lumber bridging with ends firestopped.
 - C. **Furring Channels** — (Not Shown) — Resilient gully steel furring installed perpendicular to wood joists between first and second layers of gypsum board (Item 1D) in 2 hr fire-rated assembly.
 - D. **Gypsum Board*** — Nom 4 ft wide by 5/8 in. thick as specified in the individual Floor-Ceiling Design. First layer of gypsum board nailed to wood joists. Second layer of gypsum board (2 hr fire-rated assembly) screw-attached to furring channels. Diam of opening shall be max 1 in. larger than nom diam of through penetrant (Item 3).
2. **Chase Wall** — (Optional, Not Shown) — The through-penetrant (Item 3) may be routed through a 1 or 2 hr fire-rated single, double or staggered wood stud/gypsum board chase wall constructed of the materials and in the manner specified in the individual U300 Series Wall and Partition Designs in the UL Fire Resistance Directory and which includes the following construction features:
 - A. **Studs** — Nom 2 by 6 in. or double nom 2 by 4 in. lumber studs.
 - B. **Sole Plate** — Nom 2 by 6 in. or parallel 2 by 4 in. lumber plates, tightly butted. Diam of opening hole-sawed in sole plate to be max 1 in. larger than diam of through penetrant (Item 3).
 - C. **Top Plate** — The double top plate shall consist of two nom 2 by 6 in. or two sets of parallel 2 by 4 in. lumber plates, tightly butted. Diam of opening shall be max 1 in. larger than diam of through penetrant (Item 3).
 - D. **Gypsum Board*** — Thickness, type, number of layers and fasteners shall be as specified in the individual Wall or Partition Design.
3. **Through-Penetrant** — One nonmetallic pipe to be centered within the firestop system. Pipe to be rigidly supported on both sides of floor-ceiling assembly. The annular space between pipe and periphery of opening shall be min 0 in. (point contact) to max 1/2 in. Pipe may be installed with continuous point contact where it passes through gypsum board ceiling. The following types and sizes of nonmetallic pipes may be used:
 - A. **Polyvinyl Chloride (PVC) Pipe** — Nom 4 in. diam (or smaller) Schedule 40 cellular or solid core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
 - B. **Chlorinated Polyvinyl Chloride (CPVC) Pipe** — Nom 4 in. diam (or smaller) SDR17 CPVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
 - C. **Acrylonitrile Butadiene Styrene (ABS) Pipe** — Nom 4 in. diam (or smaller) Schedule 40 cellular or solid core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.

(System No. F-C-2158 Continued)

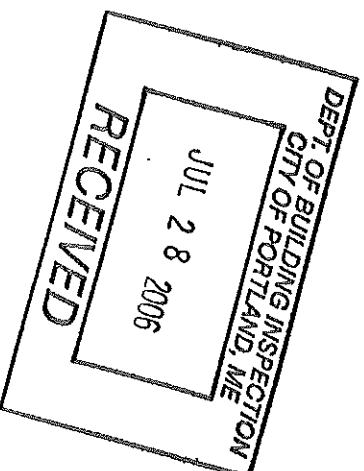
Reproduced courtesy of Underwriters Laboratories, Inc.
Created or Revised: 02/21/02
Specified Technologies, Inc., Somerville, NJ (800) 992-1180

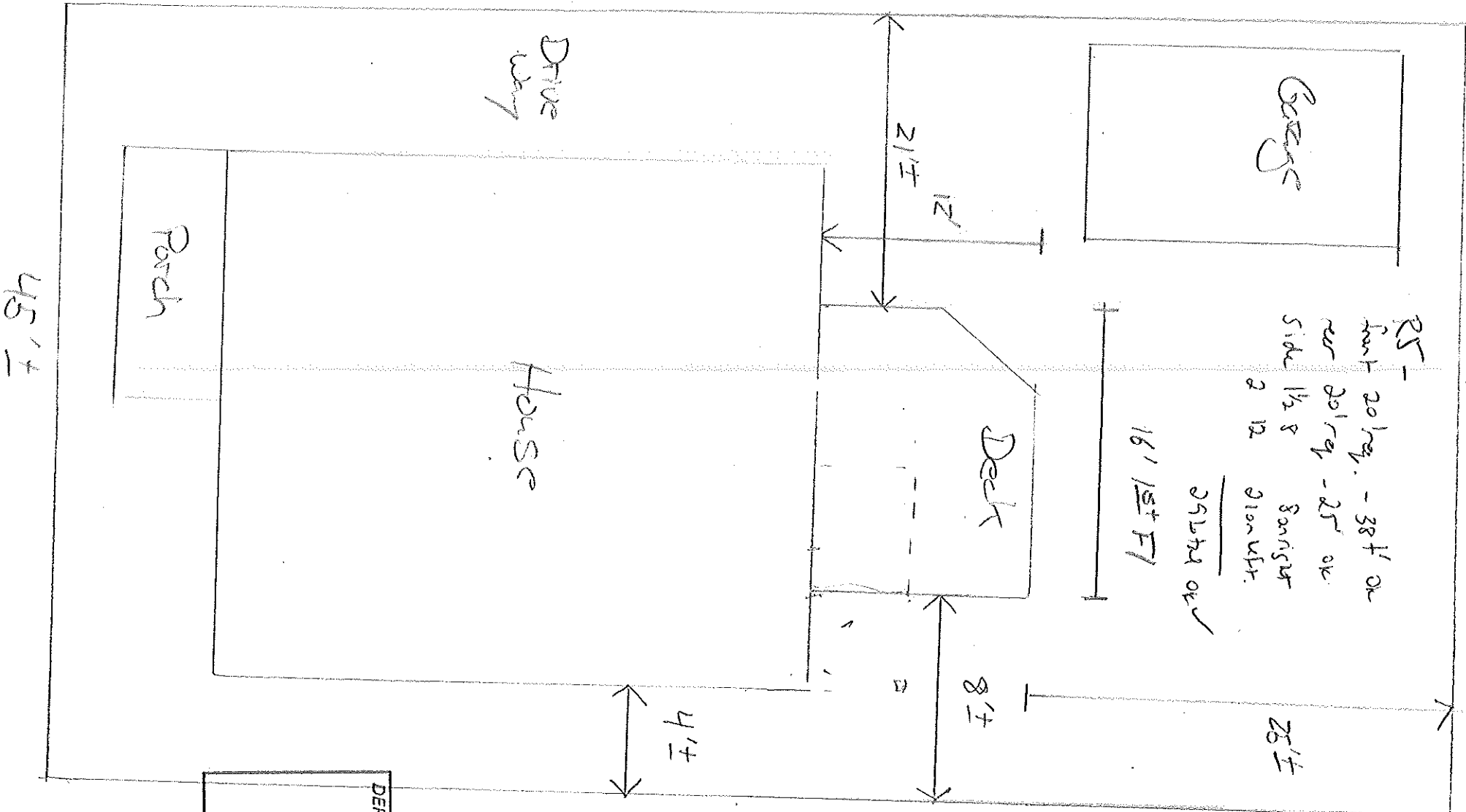
FOD-3308

(System No. F-C-2158 Continued)

4. **Branch Piping** — (Optional) — One nonmetallic pipe with or without nom 4 in. diam (or smaller) toilet flange (not shown) connected to through penetrant (Item 3) within concealed space above ceiling and centered within opening in subfloor. The annular space between pipe and periphery of opening shall be min 0 in. (joint contact) to max 1/2 in. Branch piping may terminate in a max 4 in. diam toilet flange that corresponds to the type of branch piping. The following types and sizes of nonmetallic pipes may be used:
 - A. **Polyvinyl Chloride (PVC) Pipe** — Nom 4 in. diam (or smaller) Schedule 40 cellular or solid core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
 - B. **Chlorinated Polyvinyl Chloride (CPVC) Pipe** — Nom 4 in. diam (or smaller) SDR17 CPVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
 - C. **Acrylonitrile Butadiene Styrene (ABS) Pipe** — Nom 4 in. diam (or smaller) Schedule 40 cellular or solid core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
5. **Firestop System** — The details of the firestop system shall be as follows:
 - A. **Fill, Void or Cavity Material* — Wrap Strip** — Nom 1/4 in. thick intumescent material faced on both sides with a plastic film, supplied in 1-1/2 in. or 2 in. wide strips. Nom 1-1/2 in. or 2 in. wide strips tightly wrapped around through penetrant (Item 3) with the edges butted against the underside of the gypsum board ceiling (Item 1D) or top plate of chase wall (Item 2C) around the entire perimeter of the hole-sawed opening. For nom 1/2 in. to 2 in. diam pipes, a min of one layer of wrap strip is required. For nom 2-1/2 in. to nom 4 in. diam pipes, a min of two layers of wrap strip is required. Each layer of wrap strip to be installed with butted seams, butted seams in successive layers to be staggered or aligned. Wrap strip layer(s) secured together with masking tape.
SPECIFIED TECHNOLOGIES INC — SpecSeal RED Wrap Strip or SpecSeal BLU Wrap Strip
 - B. **Steel Collar** — Collar fabricated from coils of precut 0.016 in. thick (30 MSG) galv sheet steel available from wrap strip manufacturer. Collar shall be nom 1-1/2 in. or 2 in. deep dependent upon wrap strip width with 1 in. wide by 2 in. long anchor tabs for attachment to underside of ceiling or top plate. Retainer tabs, 3/4 in. wide tapering down to 1/4 in. wide and located opposite the anchor tabs, folded 90 degrees toward through penetrant surface to maintain the annular space and to retain the wrap strips. Collar wrapped around wrap strips and through-penetrant with a 1 in. wide overlap along its perimeter joint and secured with a min 1/2 in. wide by 0.028 in. thick stainless steel hose clamp at the mid-height of the steel collar. As an alternate to the steel hose clamp, the steel collar may be secured together by means of three No. 8 steel sheet metal screws. The length of the steel screws is dependent upon the number of layers of wrap strip used within the steel collar. For steel collars incorporating a single layer of wrap strip, the length of the steel screws shall be 1/4 in. long. For steel collars incorporating two or more layers of wrap strip, the length of the steel screws shall be 3/8 in. long. Collar secured to the bottom of ceiling with min 3/16 in. diam by 2 in. long toggle bolts in conjunction with min 1/4 in. by 1-1/4 in. steel fender washers. Collar secured to bottom of chase wall top plate with min 3/4 in. long steel wood screws in conjunction with min 1/4 in. by 1 in. steel fender washers, respectively. The number of screws is dependent upon the nom diam of the through-penetrant. Two screws, symmetrically located, are required for nom 1/2 in. through 2 in. diam through-penetrants. Three screws, symmetrically located, are required for nom 2-1/2 in. and 3 in. diam through-penetrants. Four screws, symmetrically located, are required for nom 3-1/2 in. and 4 in. diam through-penetrants. Steel collar is not required to be installed around branch piping at the underside of the flooring.
 - C. **Firestop Device*** — (Not Shown) — As an alternate to Items 5A and 5B for through-penetrant (Item 3), a firestop device consisting of a steel collar lined with intumescent material and sized to fit the specific diam of the nonmetallic pipe may be used. Firestop device to be installed on underside of ceiling or top plate in accordance with the accompanying installation instructions.
SPECIFIED TECHNOLOGIES INC — SpecSeal LCC Collar
 - D. **Fill, Void or Cavity Material* — Sealant** — Min 3/4 in. thickness of fill material applied within annular space around perimeter of through penetrant (Item 3) and branch piping (Item 4), flush with top surface of floor or top of chase wall sole plate. Min 1/2 in. diam bead applied at joint contact locations at pipe/floor interface and the pipe/plate interface.
SPECIFIED TECHNOLOGIES INC — SpecSeal 100, 101, 102, 105, 120 or 129 Sealant, SpecSeal LCI Sealant

*Bearing the UL Classification Mark





RS -
 front 20' long. - 38' ok
 rear 20' long. - 25' ok
 side 1/2 s 2 1/2 30' long
 39' 1/2 ok ✓

16' 15" F1

28' F

8' F

4' F

45' F

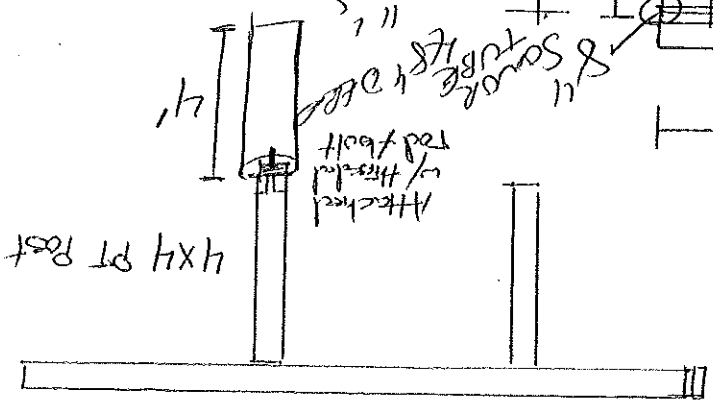
Plot Plan
 46 Arcadia
 Adam Hill
 615-5267
 lot coverage OK.
 1415' sq ft new deck
 (1500 \$ balance)

1000' F

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 MAY 25 2006
 RECEIVED

5x12 Replacement Deck

2x8 PT x 2



Guardrail height 36"
Baluster Spacing 24"

8' from property line

4'7"

O = 8" Diameter concrete tube, 4' below grade

2x8 PT 16" OC

Square Stair Detail
11" Raising
7"

Fastener Size
8" Bolts

46 Arched
3'-2x10's

1 step
10'

8'

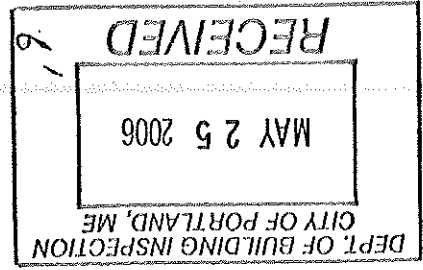
5'-11"

12'

16" OC

House

2x8 PT Ledger w/ joist hangers
Flashing on ledger



PURCHASE AND SALE AGREEMENT

May 3, 2006

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

1. PARTIES: This Agreement is made between Adam Hill

("Buyer") and
("Seller").

Roland G Cook JR, Bryan W Cook

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 46 Arcadia and described in deed(s) recorded at said County's Registry of Deeds Book(s) 15560, Page(s) 309

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: none

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

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: 1 stove 2 refrigerators, washer and dryer

Seller represents that such items shall be operational at the time of closing, except: n/a

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 210,000.00. Buyer has made; or will make within _____ business days of the date of this offer, a deposit of earnest money in the amount of \$ 5,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract.

Buyer agrees that an additional deposit of earnest money in the amount of \$ 174 will be paid _____ . Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Remax By The Bay ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 4, 2006 (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 May 25, 2006 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

March 2006 Page 1 of 4 - P&S Buyer(s) Initials AA Seller(s) Initials _____
Remax By The Bay 970 Baxter Blvd., Portland ME 04103 Phone: (207) 553-7351 Fax: (207) 773-2525 Adam Hill, J&K
Michael O'Connor Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

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

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

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

Michael O'Connor _____ of _____ Re/max By The Bay _____ is a Seller Agent Buyer Agent
Licensee _____ Agency Disc Dual Agent Transaction Broker

Michael O'Connor _____ of _____ Re/max By The Bay _____ is a Seller Agent Buyer Agent
Licensee _____ Agency Disc Dual Agent Transaction Broker

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

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

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No
Explain: _____
The Property Disclosure Form is not an addendum and not part of this Agreement.

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

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. 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. 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 authorize the disclosure of the information herein to the agents, 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 agents prior to, at and after the closing.

26. OTHER CONDITIONS: This contract is subject to purchaser's satisfactory review of seller's disclosure and lead paint addendum within 7 days.

March 2006

Page 3 of 4 - P&S

Buyer(s) Initials

AT

Seller(s) Initials

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

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

Buyer's Mailing address is _____

BUYER _____ DATE _____ BUYER _____ DATE _____
Adam Hill

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 _____


SELLER Roland G Cook JR _____ DATE _____ SELLER Bryan W Cook _____ DATE _____

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER  _____ DATE _____ BUYER _____ DATE _____
3/3/06

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



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Appointed Agent Disclosure And Agreement

REMAX By The Bay (hereinafter "Agency") has a policy of appointing a specific agent(s) (hereafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are who hold(s) a real estate license. Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. Agency may be representing both the Seller and the Buyer in connection with the sale of purchase of real estate.

Should the Appointed Agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent(s) named above of any fiduciary duties owed to you. Client has read the Appointed Agent Disclosure prior to entering into a brokerage contract with Agency and hereby consents to the appointment of Agent(s).

Yes No

Disclosed Dual Agency Consent Agreement

Client(s) acknowledge they have been informed by *REMAX By The Bay* (hereinafter "Agency") that 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.

Client has read and understood the Agreement; understands 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 acting as a Disclosed dual Agent.

Yes No

Date: 5/2/06 Buyer: _____



Buyer: _____

Dept. of Professional & Financial Regulation

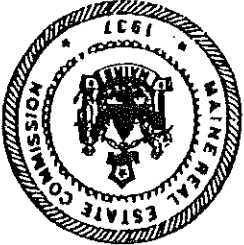
Office of Licensing & Registration

MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035

AGENCY RELATIONSHIPS

This form provides a consumer guide to agency relationships in a real estate transaction. Maine law requires that it be given to all prospective residential buyers/sellers.



WHO IS A CLIENT?

A client is a person who establishes an agency relationship with and agrees to be represented by an agent in a real estate transaction.

A Seller becomes a client of a real estate company by entering into a listing agreement with a licensee associated with a company. Depending on the type of property and the agreement, the listing may or may not be in writing. However, it is generally a good idea to have the agreement in writing so that the terms and the obligations of both the seller and the licensee/company are clearly established.

A Buyer becomes a client of a real estate company by entering into a buyer representation agreement with a licensee associated with a company. Although not required, it is generally a good idea to have the agreement in writing so that the terms and the obligations of both the buyer and the licensee/company are clearly established.

WHO IS AN AGENT?

An Agent is the licensee who by mutual agreement will act on your direction and represent your interests above all others in a real estate transaction.

Acting on your behalf, your agent will employ his/her best efforts to negotiate the best price and terms in a real estate transaction. Your agent owes utmost loyalty to you, the client, and must pass on to you any information he or she knows which might influence your decision to buy or sell. You can rely on your agent to preserve confidential information provided by you. You can expect to receive timely accounting of money or property related to and received during your relationship with your agent.

WHAT IS A DUAL AGENT?

In certain situations, a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called dual agency since one agent represents both parties and both parties remain clients of the company. The possibilities and consequences of dual agency representation must be explained to you by the licensee. Both the buyer and the seller must consent to this type of representation in writing.

Working with a dual agent is not the same as having your own exclusive agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party. Also, a dual agent may not be the advocate for either party and cannot negotiate for or advise as to the price or terms of the transaction. It is important that you discuss dual agency with the licensee in order to understand the limits of representation that a dual agent can provide. If the company you are working with practices disclosed dual agency, you must determine whether or not you would be willing to agree to limited representation by your agent.

DO YOU WANT TO BE A CUSTOMER OR A CLIENT?

Do you want to only receive information and assistance from a real estate licensee (in which case you would be a Customer) or do you wish to be represented by a licensee (in which case you would be a Client)? A licensee is not required to represent either the buyer or the seller. To understand your options, discuss this issue with the real estate licensee with whom you are working. It is important to you and the licensee that you working

THIS FORM IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding agency relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

TO BE COMPLETED BY LICENSEE

This form was presented on Mo 05 Day 03 Yr 06

Adam Hill

Name of Buyer(s) or Seller(s)

Michael O'Connor

Licensee's Name

Re/Max By The Bay

Company/Agency

AVERY Y. KAMILLA
ADAM C. HILL
P.O. BOX 4242
PORTLAND, ME 04101

52-7457/2112
6110000681

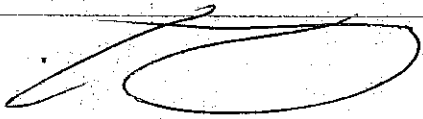
636

DATE 8/3/06

PAY TO THE ORDER OF RE-MAX by the Bay
Five Thousand ⁰⁰/₁₀₀ DOLLARS \$5,000.00

Gorham
SAVINGS BANK

MEMO Deposit 46 Alaska



⑆221274573⑆ 611 0000681⑆ 0636

PRINTED ON RECYCLED PAPER

5 DOLLARS WILL BE RETURNED TO THE ISSUING OFFICE

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

Card Number	1 of 1
Parcel ID	427 F007001
Location	46 ARCADIA ST
Land Use	TWO FAMILY
Owner Address	COOK ROLAND G JR & BRYAN W COOK 585 SPINDLE PALM DR INDIALANTIC FL 32903

Book/Page	15560/309
Legal	427-F-7 ARCADIA ST 46 4500 SF

Current Assessed Valuation For Fiscal Year 2006

Land	\$45,990	Building	\$116,910	Total	\$162,900
------	----------	----------	-----------	-------	-----------

Estimated Assessed Valuation For Fiscal Year 2007*

Land	\$65,200	Building	\$147,300	Total	\$212,500
------	----------	----------	-----------	-------	-----------

* Value subject to change based upon review of property status as of 4/1/06.
The tax rate will be determined by City Council in May 2006.

Property Information

Year Built	1910	Style	Old Style	Story Height	2	Sq. Ft.	1816	Total Acres	0.103
Bedrooms	4	Full Baths	2	Half Baths		Total Rooms	10	Attic	Unfin
									Basement
									Full

Outbuildings

Type	GARAGE-WD/CB	Quantity	1	Year Built	1987	Size	14X20	Grade	C	Condition	A
------	--------------	----------	---	------------	------	------	-------	-------	---	-----------	---

Sales Information

Date	06/27/2000	Type	LAND + BLDING	Price	\$50,000	Book/Page	15560-309
------	------------	------	---------------	-------	----------	-----------	-----------

Picture and Sketch

[Picture](#) [Sketch](#) [Tax Map](#)

[Click here to view Tax Roll Information.](#)

407-F-7

Descriptor/Area
 A: UA/2F/B
 896 sqft
 B: EP A/D
 50 sqft
 C: FBAY/B
 24 sqft
 D: OFP
 96 sqft

856
24
96

garage

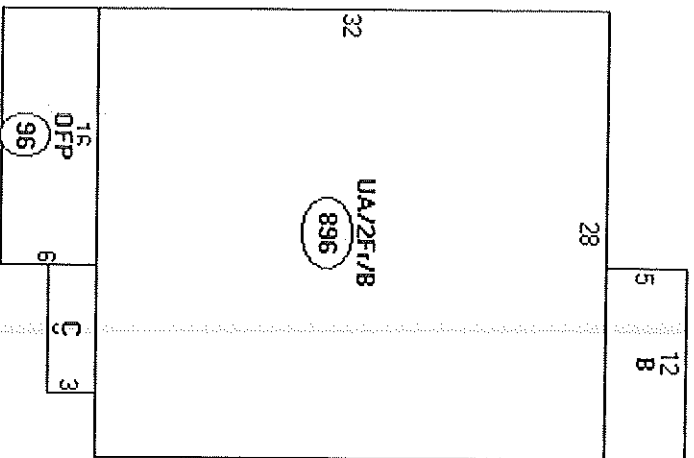
270

14x20

168

duck.

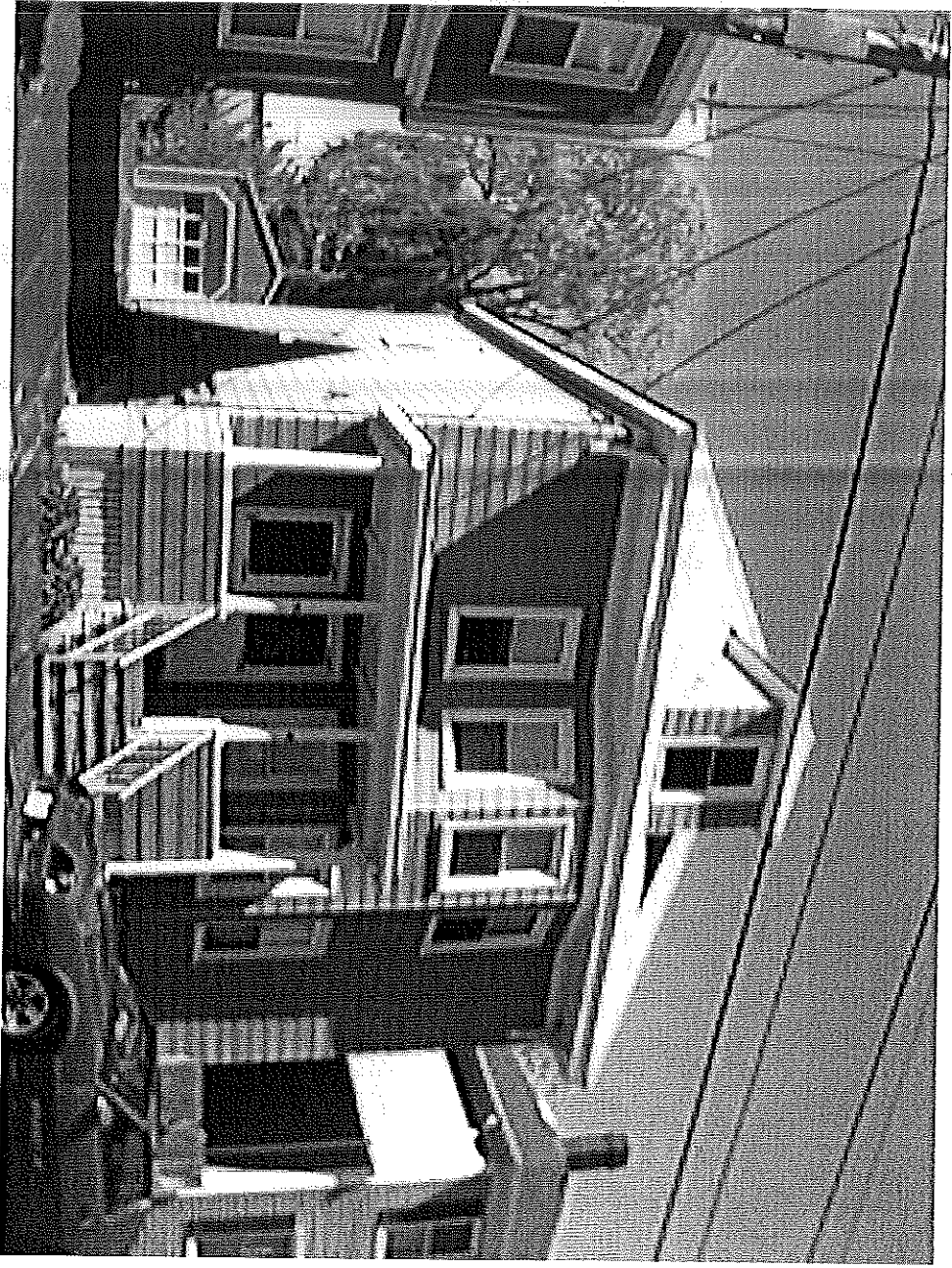
1464 1 of corrug.



duck 12x8 96
 8x6 48
 1/2 8x1 24

 168

8



PLUMBING APPLICATION

PROPERTY ADDRESS

Town or Plantation: Portland
 Street: 416 Acadia St.
 Subdivision Lot #: _____
PROPERTY OWNERS NAME

Last: Hill First: Adam
 Applicant Name: Dominic DiBaise
 Mailing Address of Owner/Applicant (if Different): 53 Constitution Dr. Westbrook, Me. 04092

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the local plumbing inspectors to deny a permit.

Signature of Owner/Applicant: [Signature] Date: 7/17/06

PERMIT INFORMATION

This Application is for 1. <input checked="" type="checkbox"/> NEW PLUMBING 2. <input type="checkbox"/> RELOCATED PLUMBING	Type of Structure To Be Served: 1. <input type="checkbox"/> SINGLE FAMILY DWELLING 2. <input type="checkbox"/> MODULAR OR MOBILE HOME 3. <input checked="" type="checkbox"/> MULTIPLE FAMILY DWELLING 4. <input type="checkbox"/> OTHER - SPECIFY _____	Plumbing To Be Installed By: 1. <input checked="" type="checkbox"/> MASTER PLUMBER 2. <input type="checkbox"/> OIL BURNERMAN 3. <input type="checkbox"/> MFG/D. HOUSING DEALER/MECHANIC 4. <input type="checkbox"/> PUBLIC UTILITY EMPLOYEE 5. <input type="checkbox"/> PROPERTY OWNER LICENSE # <u>625201</u>
--	---	--

Date Permit Issued: 7/17/06 \$ 96 If Double Fee Charged
 Local Plumbing Inspector Signature: [Signature] L.P.I. # 0640
 Caution: Inspection Required
 I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature: _____ Date Approved: _____

Hook-Up & Piping Relocation Maximum of 1 Hook-Up	Number	Column 2	Number	Column 1
		Type of Fixture		Type of Fixture
HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District. OR HOOK-UP: to an existing subsurface wastewater disposal system. OR PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.	1	Hosebibb / Silcock	2	Bathtub (and Shower)
		Floor Drain		Shower (Separate)
		Urinal	1	Sink
		Drinking Fountain	2	Wash Basin
		Indirect Waste	2	Water Closet (Toilet)
		Water Treatment Softener, Filter, etc.	2	Clothes Washer
		Grease / Oil Separator	2	Dish Washer
		Roof Drain		Garbage Disposal
		Bidet		Laundry Tub
		Other: _____	2	Water Heater
Fixtures (Subtotal) Column 2		Fixtures (Subtotal) Column 1		
OR TRANSFER FEE (\$6.00)		Fixtures (Subtotal) Column 2		

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE

Fixtures (Subtotal) Column 2	15
Total Fixtures	96
Fixture Fee	
Transfer Fee	
Hook-Up & Relocation Fee	
Permit Fee (Total)	96

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 7/11/08

Permit # 06-4600

CBL# 427 P 007

LOCATION: 46 Acadia St. METER MAKE & # _____
 CMP ACCOUNT # _____ OWNER Robert and Bryan Cook
 TENANT _____ PHONE # 615-5267

	46	24	7	TOTAL EACH FEE
OUTLETS	Receptacles	Switches	Smoke Detector	.20 15.00
FIXTURES	Incandescent	Fluorescent	Strips	.20 4.00
SERVICES	Overhead	Underground	TTL AMPS	<800 15.00
Temporary Service	Overhead	Underground	>800	25.00
METERS	Overhead	Underground	TTL AMPS	25.00
MOTORS	(number of)			25.00
RESID/COM	(number of)			1.00
HEATING	Electric units			2.00
APPLIANCES	oil/gas units			1.00
	Ranges	Interior	Exterior	5.00
	Insta-Hot	Cook Tops	Wall Ovens	2.00
	Dryers	Water heaters	Fans	2.00
	Compactors	Disposals	Dishwasher	2.00 2.00
	Others (denote)	Spa	Washing Machine	2.00 4.00
MISC. (number of)	Air Cond/win			2.00
	Air Cond/cent			3.00
	HVAC		Pools	10.00
	Signs	EMS	Thermostat	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
PANELS	Service	Remote	Main	4.00
TRANSFORMER	0-25 Kva			5.00
	25-200 Kva			8.00
	Over 200 Kva			10.00
	MINIMUM FEE/COMMERCIAL			45.00
	MINIMUM FEE			35.00
	TOTAL AMOUNT DUE			

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 JUL 11 2008
 RECEIVED

CONTRACTORS NAME Jason Gardner MASTER LIC. # _____
 ADDRESS 54 Quincy Dr. Gorham LIMITED LIC. # LM50617017
 TELEPHONE 329-8236

SIGNATURE OF CONTRACTOR _____
 White Copy / Office • Yellow Copy - Applicant

Inspection Services
Michael J. Nugent
Manager

Department of Urban Development
Joseph E. Gray, Jr.
Director



CITY OF PORTLAND

March 25, 2002

Roland G Cook Jr
585 Spindle Palm Drive
Indialantic FL 32903

RE: 46 Arcadia St
CBL: 427F00700101

Dear Roland G Cook Jr:

A re-inspection at the above noted property was made on Mar-22-2001.

This is to certify that you have complied with our request to correct the violation(s) of the Municipal Code relating to housing conditions noted on our letter dated Feb-20-2001.

Thank you for your cooperation. If you have any questions, feel free to contact this office
Kevin Carroll @ 874-8708.

Sincerely,

Kevin Carroll @ 874-8708
Code Enforcement Officer
sg-

Inspection Services
Michael J. Nugent
Manager

Department of Urban Development
Joseph E. Gray, Jr.
Director



CITY OF PORTLAND

March 1, 2000

ROLAND G COOK JR
585 SPINDLE PALM DRIVE
INDIALANTIC, FL 32903

RE: 46 Arcadia St
CBL: 427-F-00700101

Certified Mail Receipt # 7099 3400 0019 5716 2483

Dear Mr. Cook:

An evaluation of your property at 46 Arcadia St on Feb-20-2001 revealed that the structure fails to comply with Chapter 6.Article V. of the Code of Ordinances of the City of Portland, The Housing Code. Attached is a list of the violations.

This is a notice of violation pursuant to Section 6-118 of the Code. All referenced violations shall be corrected within 14 days of the date of this notice. A re-inspection of the premises will occur on Mar-16-2001 at which time compliance will be required. Failure to comply will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in Section 1-15 of the Code.

This constitutes an appealable decision pursuant to Section 6-127 of the Code. Please feel free to contact Jeanie Bourke @ 874-8715, if you wish to discuss the matter or have any questions.

Please be advised that the Portland City Council has amended the Building regulations to include a \$75.00 re-inspection fee. This violation will automatically cause a re-inspection at no charge. If there are any subsequent inspections, however, the \$75.00 fee will be assessed for each inspection.

Sincerely,

Jeanie Bourke @ 874-8715
Code Enforcement Officer

/jtb

46 Arcadia St

City of Portland Housing - Inspection

Owner / Manager: Roland G Cook Jr	
Parcel Id: 427- F-00700101	# of Units:
Inspector: Jeanie Bourke @ 874-8715	
Status: Green 0-4 Violations	
Date & Time Requested: Feb 20, 2001 at	
Date of Inspection: Tuesday, February 20, 2001	
Reinspect By: Friday, March 16, 2001	
Reason For Inspection:	
Notes:	

Compliance ?	Code	In/Ext	Floor	Unit No	Area	Repair Code
1.	<input type="checkbox"/>	6-116.5	Interior	1 & 2	1 & 2	Throughout
Violation: Fire Protection						
Notes: ***HARDWIRED INTERCONNECTED BATTERY BACKUP SMOKE DETECTORS REQUIRED*** **REQUIRES AN ELECTRICAL PERMIT TO INSTALL** One in each bedroom, one protecting the bedrooms, on each level including the basement. Must be interconnected within the unit.						

Please call 874-8703 or 874-8693 to schedule your

inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection.

By initialzing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

Footing/Building Location Inspection: Prior to pouring concrete

Re-Bar Schedule Inspection: Prior to pouring concrete

Foundation Inspection: Prior to placing ANY backfill

Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling

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.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

7/5/06

Signature of Applicant/Designee
Date 7.5.06

Signature of Inspections Official
Date

CBL: 487 FOOR Building Permit #: 060691