

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, if Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number: 080119

PERMIT ISSUED

MAR 10 2008

This is to certify that BROWN J B & SONS/Redford Propertieshas permission to interior renovations to 6 unitsAT 37 PLEASANT ST

039 F022001

provided that the person or persons who accept 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 when permission is procured before this building or part thereof is occupied or service is resumed in 4 HOUR NOTICE REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. Chris Cass

Health Dept. _____

Appeal Board _____

Other _____

Department Name

James Burke 3/7/08
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

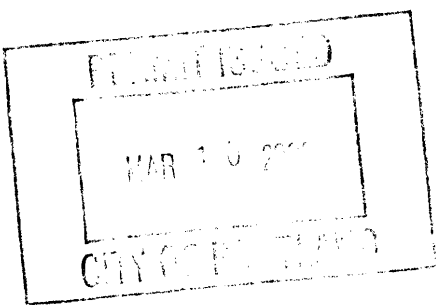
City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-0119	Issue Date:	CBL: 039 F022001
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Location of Construction: 37 PLEASANT ST	Owner Name: BROWN J B & SONS	Owner Address: PO BOX 207	Phone:
Business Name:	Contractor Name: Redfern Properties	Contractor Address: P O Box 8816 Portland	Phone: 2072215746
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	Zone: B-3

Past Use: 6 unit residential condominiums	Proposed Use: 6 unit residential condominiums - interior renovations to 6 unit condo building	Permit Fee: \$1,510.00	Cost of Work: \$148,700.00	CEO District: 1
Proposed Project Description: interior renovations to 6 unit condo building		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R2 Type: 3 DBL-2003 Signature: JMB 3/7/08	
		Signature: <i>Greg Cross</i>		
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: Idobson	Date Applied For: 02/07/2008	Zoning Approval		
<ol style="list-style-type: none"> 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 <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"/> Denied Date: <i>2/7/08</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____	
				
				<i>[Signature]</i>

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

BUILDING PERMIT INSPECTION PROCEDURES

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

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 initializing 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.

~~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.

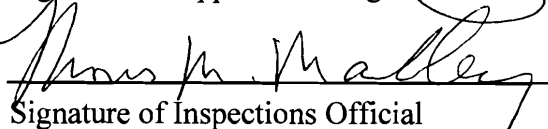
If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

3/10/08
Date



Signature of Inspections Official

3/10/08
Date

City of Portland, Maine - Building or Use Permit

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

Permit No: 08-0119	Date Applied For: 02/07/2008	CBL: 039 F022001
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Location of Construction: 37 PLEASANT ST	Owner Name: BROWN J B & SONS	Owner Address: PO BOX 207	Phone:
Business Name:	Contractor Name: Redfern Properties	Contractor Address: P O Box 8816 Portland	Phone: (207) 221-5746
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	

Proposed Use: 6 unit residential condominiums - interior renovations to 6 unit condo building	Proposed Project Description: interior renovations to 6 unit condo building
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/07/2008

Note: **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 3) This property shall remain a six (6) family condominium building. Any change of use shall require a separate permit application for review and approval.
- 4) 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:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 03/07/2008

Note: **Ok to Issue:**

- 1) Prior to close in inspection, an updated plan for the basement shall be submitted for review of fire separation requirements.
- 2) A fire door is required to separate the basement from the first floor.
- 3) The washer/dryer combo ventless appliance shall be installed, operated and maintained per the manufacturers specifications and the UL listing.
Please provide the installation specs for the location of the unit.
- 4) Fire blocking is required by code as needed.
- 5) All new plumbing shall comply with the Maine State Internal Plumbing Code.
- 6) All penetrations through rated assemblies must be protected by an approved firestop system installed as tested in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
- 7) Separate permits are required for any electrical, plumbing, or HVAC systems.
Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Greg Cass **Approval Date:** 02/14/2008

Note: **Ok to Issue:**

- 1) verify rating of interior stair.
- 2) All construction shall comply with NFPA 101

Comments:

2/7/2008-mes: condo permit #07-0374 previously issued - to remain condos per applicant, Jonathan Culley.

Location of Construction: 37 PLEASANT ST	Owner Name: BROWN J B & SONS	Owner Address: PO BOX 207	Phone:
Business Name:	Contractor Name: Redfern Properties	Contractor Address: P O Box 8816 Portland	Phone (207) 221-5746
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	

3/5/2008-jmb: Spoke to Catherine C. For details heating systems, which led to her confirming that 6 Baxi Luna units are mounted in the basement from the previous owner. They are not plumbed, and they need a permit. She may also add storage in the basement. A condition for updated basement plan is required including floor/ceiling separation assembly. Also, she said they are using a stackable washer and dryer and that dryer is ventless. Specifications are required for this. Catherine will email the specs

3/6/2008-jmb: Received specs....not adequate....notified Catherine

3/7/2008-jmb: Received information on the UL listing and the appliance, but see email copy of note about installation specifications in regards to location.

7 2008



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>37 Pleasant Street</u>		
Total Square Footage of Proposed Structure/Area <u>Existing 5,040 sf</u>		Square Footage of Lot <u>4,032 sf</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>39 F 22</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>Redfern Properties LLC</u> Address <u>P.O. Box 8816</u> City, State & Zip <u>Portland, ME 04104</u>	Telephone: <u>207-221-5746</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>JB Brown and Sons</u> Address <u>482 Congress St.</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>148,700</u> Fee <u>\$1,507</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>6 Unit Residential</u>		
If vacant, what was the previous use? _____		
Proposed Specific use: <u>6 Unit Residential</u>		
Is property part of a subdivision? <u>No</u> If yes, please name _____		
Project description: <u>Interior renovation of 6 unit apartment building. Should be condos under previous permit # 07-0374</u>		
Contractor's name: <u>Redfern Properties LLC / Catherine Culley</u>		
Address: <u>P.O. Box 8816</u>		
City, State & Zip <u>Portland, ME 04104</u>		Telephone: <u>207-221-5746</u>
Who should we contact when the permit is ready: <u>Catherine Culley</u>		Telephone: <u>207-221-5746</u>
Mailing address: <u>P.O. Box 8816, Portland, ME 04104</u>		

*yes condos
per Jonathan Culley*

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

Signature: [Signature] Date: 2-7-2008

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



P.O. Box 8816
Portland, ME 04103
Office: 207-221-5746
Fax: 207-221-2822

www.redfernproperties.com
info@redfernproperties.com

Tuesday, February 05, 2008

City of Portland
Planning and Development Department
Inspections Division
389 Congress Street
Room 315
Portland, ME 04101

Dear Inspections Division:

Please find attached a Building Permit Application for interior renovations at 37 Pleasant Street. Also attached is a Purchase and Sale Agreement related to the property. We are in the process of purchasing the building from JB Brown and Sons and expect to close around March 1, 2008. As we would like to begin renovations immediately upon closing, we have submitted the application in order to have time for plan review prior to the closing date.

Also, we intend to install an NFPA-13R Automatic Sprinkler System in the building. This is reflected on the notes of the architect's drawings. However, our sprinkler contractor has not yet engineered the system, so we will submit additional details related to this system at a later time. We have corresponded with Captain Cass on this, and he has informed us that this is an acceptable course.

Please do not hesitate to contact us with questions, comments, or to request additional information. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine Culley", is written over the typed name.

Catherine Culley



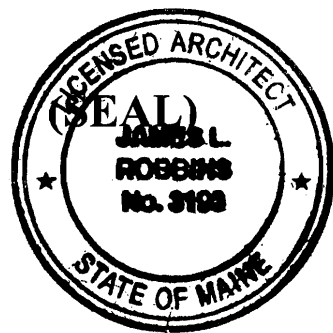
Accessibility Building Code Certificate

Designer: JAMES ROBBINS, AIA

Address of Project: 37 PLEASANT STREET

Nature of Project: INTERIOR RENOVATION TO
APARTMENTS

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.



Signature: *James Robbins*

Title: ARCHITECT

Firm: RICHARD RENNER ARCHITECTS

Address: 35 PLEASANT ST.
PORTLAND, ME 04101

Phone: 207 773-9699

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design

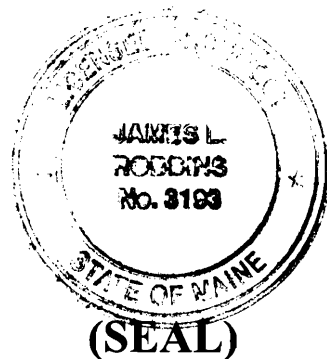
Date: 2.6.08

From: JAMES ROBBINS / RICHARD RENNER ARCHITECTS

These plans and / or specifications covering construction work on:

37 PLEASANT STREET. INTERIOR RENOVATION TO
APARTMENTS. 6 DWELLING UNITS.

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the **2003 International Building Code** and local amendments.



Signature: [Handwritten Signature]

Title: ARCHITECT

Firm: RICHARD RENNER ARCHITECTS

Address: 35 PLEASANT ST.

PORTLAND, ME 04101

Phone: 207 773-9699

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design Application

From Designer:

JAMES ROBBINS / RICHARD KENNER ARCHITECTS

Date:

2.6.08

Job Name:

INTERIOR RENOVATION - APARTMENTS

Address of Construction:

37 PLEASANT STREET

2003 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year IBC 03 Use Group Classification (s) R-2

Type of Construction III

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES

Is the Structure mixed use? NO If yes, separated or non separated or non separated (section 302.3) _____

Supervisory alarm System? YES Geotechnical/Soils report required? (See Section 1802.2) _____

Structural Design Calculations ~~EXISTING BUILDING~~

_____ Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
_____	_____
_____	_____
_____	_____
_____	_____

Wind loads (1603.1.4, 1609)

_____ Design option utilized (1609.1.1, 1609.6)

_____ Basic wind speed (1809.3)

_____ Building category and wind importance Factor, w
table 1604.5, 1609.5)

_____ Wind exposure category (1609.4)

_____ Internal pressure coefficient (ASCE 7)

_____ Component and cladding pressures (1609.1.1, 1609.6.2.2)

_____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

_____ Design option utilized (1614.1)

_____ Seismic use group ("Category")

_____ Spectral response coefficients, S_D & S_{D1} (1615.1)

_____ Site class (1615.1.5)

_____ Live load reduction

_____ Roof live loads (1603.1.2, 1607.11)

_____ Roof snow loads (1603.7.3, 1608)

_____ Ground snow load, P_g (1608.2)

_____ If $P_g > 10$ psf, flat-roof snow load P_f

_____ If $P_g > 10$ psf, snow exposure factor, C_e

_____ If $P_g > 10$ psf, snow load importance factor, I_s

_____ Roof thermal factor, C_t (1608.4)

_____ Sloped roof snowload, P_s (1608.4)

_____ Seismic design category (1616.3)

_____ Basic seismic force resisting system (1617.6.2)

_____ Response modification coefficient, R_f and

deflection amplification factor C_d (1617.6.2)

_____ Analysis procedure (1616.6, 1617.5)

_____ Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

_____ Flood Hazard area (1612.3)

_____ Elevation of structure

Other loads

_____ Concentrated loads (1607.4)

_____ Partition loads (1607.5)

_____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7,
1607.12, 1607.13, 1610, 1611, 2404)

PURCHASE AND SALE AGREEMENT

This Agreement by and between REDFERN PROPERTIES, LLC, a Maine limited liability company, its successors and assigns, whose mailing address is P.O. Box 8816, Portland, Maine 04104 (hereinafter called "Purchaser"), and J.B. BROWN & SONS, a Maine corporation, whose mailing address is 481 Congress Street, P.O. Box 207, Portland, Maine 04112-0207 (hereinafter called "Seller"), wherein Seller agrees to sell and Purchaser agrees to purchase a certain parcel of real estate located at 37 Pleasant Street in the City of Portland, County of Cumberland, State of Maine, upon terms and conditions set forth below.

1. DESCRIPTION. The premises to which this Agreement applies are land, buildings, easements, permits, licenses and all other appurtenances thereto located at 37 Pleasant Street, Portland, Maine (Portland Tax Assessor Chart 39, Block F, Lots 22 and 22; and more particularly described in Exhibit A attached hereto and made a part hereof ("Premises"). Except as specifically excluded, included in the sale as a part of the Premises are the building, equipment and all improvements now thereon, and the fixtures belonging to Seller and used in connection therewith.

As part of the sale, Seller shall provide to Purchaser, without warranty or recourse, all plans, drawings, specifications, blueprints, surveys, engineering reports and environmental reports, accounting records and the like pertaining to the Premises currently in the possession of the Seller, and, if assignable, assign, without representation, warranty or recourse, all licenses, occupancy and use certificates, permits, authorizations, variances, waivers, approvals and the like from any federal, state, county, municipal or other governmental or quasi-governmental body, agency, commission, bureau or other entity affecting the ownership, operation or maintenance of the Premises.

2. PURCHASE PRICE. The Buyer agrees to pay to the Seller for the Premises the sum of Five Hundred and Eighty-Five Thousand Dollars (\$585,000) (the "Purchase Price"), payable as follows:

- (a) Ten Thousand Dollars (\$10,000.00) upon the execution of this Agreement (the "Deposit"), to be held in the Verrill Dana, LLP Trust Account; and

- (b) The balance of the Purchase Price, Five Hundred Seventy-Five Thousand Dollars (\$575,000), plus or minus the pro-rations and any other payments referenced in this Agreement, shall be delivered to Seller at closing in cash or certified funds or a cashier, bank, law firm or title company trust account check drawn on a local Maine bank, wire transfer or other immediately available funds.

3. DUE DILIGENCE. At any time on or prior to that date that is 21 days after the Effective Date (the “Due Diligence Period”), during normal business hours and after reasonable notice to Seller or its designated agents, Purchaser, or its engineers, architects, building consultants, environmental investigators, or other representatives, at Purchaser's sole cost and expense, may inspect and test the Premises and examine all land use laws and ordinances applicable to the Premises, including without limitation the environmental, structural, legal and financial status of the Premises. Seller shall reasonably cooperate by allowing Purchaser’s representatives reasonable access to the Premises. Purchaser shall comply with all laws, rules and regulations of any governmental authority and obtain all licenses and permits required in connection with such activities.

At any time on or before three (3) days after the expiration of the Due Diligence Period, Purchaser shall have the right to terminate this Agreement, if Purchaser determines, in Purchaser’s sole discretion, that (i) it is not satisfied with the materials delivered to, (ii) it is not satisfied with any one of the inspections described, or (iii) there are material violations of law, including without limitation municipal ordinances and regulations affecting the Premises.

In order to exercise its right to terminate, Purchaser must give written notice of termination to Seller on or before three (3) days after the expiration of the Diligence Period, together with a copy of the written results of all such inspections, if any, or together with any documentary evidence of such violation. If Purchaser timely gives notice of termination under this Section, the Deposit shall be returned to Purchaser, and Purchaser shall return to Seller all documents provided by Seller and any copies thereof, and all rights and obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement. If Purchaser fails to give such written notice of termination on or before the end of such Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate this Agreement.

Purchaser shall indemnify and hold Seller harmless from any claims or losses resulting from such entry and/or inspections, including, without limitation, attorney’s fees.

4. TIME TO CLOSE. Unless otherwise agreed in writing, the closing shall occur on or before the last business day within forty-five (45) days of the Effective Date at 10:00 a.m. in the offices of Verrill Dana, LLP, One Portland Square, Portland, Maine.

5. DEED, BILL OF SALE, TITLE: Seller agrees to convey to Buyer good and marketable title to the Premises, by quitclaim deed with covenant and warranty bill of sale delivered at closing, free and clear of encumbrances except (i) as set forth in Exhibit A, (ii) easements for utilities servicing the Premises or which do not impair the marketability of the Premises, (iii) zoning and building laws or ordinances, and (iv) real estate and personal property taxes assessed but not due and payable. Should title to the Premises prove to be defective at closing, for any reason other than one specified as aforesaid, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) in which to correct and cure such defects and the closing shall be extended for such reasonable period. Seller shall use reasonable efforts to timely cure such defects. If such defects cannot be cured within such a reasonable period, then Buyer shall either (i) elect to close and accept title “as is”, without reduction in the Purchase Price or (ii) terminate this Agreement whereupon the Deposit and interest thereon shall be returned to Buyer, and neither party shall have any further obligations hereunder.
6. CONTINGENCIES. The obligations of Purchaser under this Agreement are subject to Purchaser securing financing from a lending institution in an amount not greater than eighty-five (85%) of the Purchase Price. If the contingencies are not met after good faith efforts by Purchaser within forty (40) days of the Effective Date, Purchaser is entitled to terminate this Agreement by giving Seller written notice of Purchaser’s intention to do so within the time period specified. The contingencies are reserved solely for Purchaser’s benefit and may be waived by Purchaser at any time.
7. RISK OF LOSS. Until transfer of title, the risk of loss or damage to the Premises by fire or otherwise is retained by the Seller unless otherwise agreed in writing. At Closing, the Premises shall then be in substantially the same condition as at present, excepting reasonable use and wear and changes caused by Purchaser.
8. PRORATIONS. The following items shall be prorated as of the date of closing:
 - A. Real Estate Taxes based upon the then-current tax year. Seller is responsible for any unpaid taxes for prior years.
 - B. Seller shall pay all metered utilities, including electricity, gas, water and sewer, through closing.
 - C. Purchaser and Seller shall each pay its real estate transfer tax as required by the laws of the State of Maine.

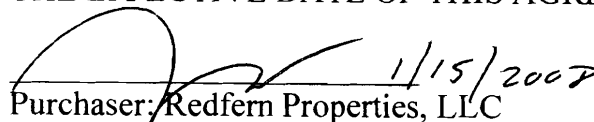
9. DEFAULT/DAMAGES. If Purchaser fails to fulfill Purchaser's agreements hereunder, the Deposit shall be retained by Seller as liquidated damages and shall be the Seller's sole and exclusive remedy at law or in equity. Should Seller default, then Purchaser shall have all available remedies, including specific performance or may elect to receive back the Deposit.
10. AGENCY DISCLOSURE. Seller and Purchaser represent to each other that they have not engaged the services of any real estate broker or finder to whom a commission would be due and payable from the transaction anticipated herein. Each agrees to indemnify the other for any such claim being asserted by parties claiming through them.
11. MEDIATION. Any dispute or claim arising out of or relating to this Agreement or the Premises addressed in this Agreement shall be submitted to mediation in accordance with the Maine Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
12. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.
13. SUCCESSORS. This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors and assigns of the respective parties. Purchaser shall have the right to assign its interest in this Agreement including without limitation to a new limited liability company or limited partnership in which the owners of Purchaser have ownership interests directly or indirectly.
14. COUNTERPARTS. This Agreement may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if all of the signatures were on one instrument.
15. EFFECTIVE DATE. This Agreement is a binding Agreement when signed by both Seller and Purchaser.
16. LIKE-KIND EXCHANGE. Seller and Purchaser each reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Premises shall not be contingent upon or subject to the completion of such exchange. Purchaser and Seller each agrees to indemnify and hold the

other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.

17. MISCELLANEOUS.

- a. The Premises will be transferred in its "where is, as is" condition and Seller makes no warranties, expressed or implied, about the physical condition of the building thereon, except as specifically set forth herein.
- b. Seller to make Premises reasonably available to Purchaser, both during Due Diligence Period as stipulated in Section 3, and during the period between the end of the Due Diligence Period and Closing Date. Purchaser requires such access for the purpose of planning and procuring estimates for renovations to the Premises which are planned to commence immediately after the Closing Date.
- c. Any notices hereunder shall be in writing and addressed to Seller or Purchaser at the mailing addresses shown above, and such notice shall be deemed delivered when received.
- d. This Agreement may not be modified, waived, or amended except in writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach.
- e. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

THE EFFECTIVE DATE OF THIS AGREEMENT IS JANUARY 15th, 2008


Purchaser: Redfern Properties, LLC
By: Jonathan R. Culley
Its: Member/Manager
Tax ID# 20-3940302



Seller: J.B. Brown & Sons
By: Vincent P. Veroneau
Its: President
Soc. Sec. # or Tax ID#

Exhibit A

A certain parcel of land situated on the northerly side of Pleasant Street as shown on a plan entitled "Boundary Survey on Pleasant Street and South Street Portland, Maine made for J. B. Brown & Sons" dated July 27, 2006 and revised through September 18, 2006 by Owen Haskell, Inc., in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning at a point on the northerly sideline of Pleasant Street at the center of the common wall of the 3 story brick building on the lot being hereby described and the building on the lot adjacent to the east, said point being S 70° 22' 00" W and a distance of 25 feet, more or less, from the intersection of said northerly sideline of Pleasant Street with the westerly sideline of South Street;

Thence S 70° 22' 00" W along said northerly sideline of Pleasant Street a distance of 61.10 feet, more or less, to land now or formerly of the City of Portland, reference Book 1548 Page 294;

Thence N 21° 57' 28" W along said land a distance of 67.59 feet;

Thence N 73° 19' 30" E along said land a distance of 20.12 feet;

Thence N 46° 08' 54" W a distance of 23.16 feet;

Thence N 62° 21' 44" E a distance of 43.85 feet;

Thence S 28° 56' 00" E a distance of 27.75 feet;

Thence N 67° 11' 45" E a distance of 2.56 feet to the northwesterly corner of the brick building located on the lot adjacent to the east;

Thence southerly along the westerly exterior brick wall of the brick building located on the lot adjacent to the east a distance of 9.3 feet, more or less, to the intersection of the common wall of the 3 story building on the lot being hereby described and the westerly face of the exterior brick wall of said brick building on the lot adjacent to the east;

Thence in a generally easterly and southerly direction following said centerline to the point of beginning.

The above-described premises are subject to, and with the benefit of, the easements, obligations and restrictions set forth in a certain Party Wall Agreement between J.B. Brown & Sons and Richard K. Renner dated September 22, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24393, Page 295.

Redfern Properties LLC
PO Box 8816
Portland ME 04104
207-221-5746



CAMDEN NATIONAL BANK
52-145/112

1823

1/15/2008

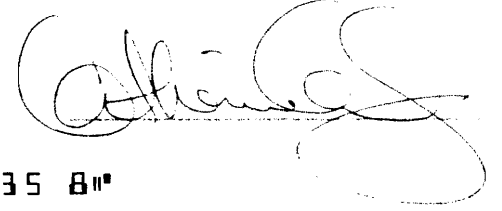
PAY TO THE
ORDER OF Verrill Dana Trust Account

\$ **10,000.00

Ten Thousand and 00/100***** DOLLARS  

Verrill Dana Trust Account

37 Pleasant Street



⑈001823⑈ ⑆011201458⑆ 092⑈0935 8⑈

Jeanie Bourke - RE: LG3431 washer / dryer

From: Jeanie Bourke
To: Catherine Culley
Date: 3/7/2008 3:48 PM
Subject: RE: LG3431 washer / dryer

Ok, thank you, I have been able to get the info.....however, I would caution you on the proposed installation under the counter, as the UL info states...."these products are intended for open type installations, which do not include stacking of units, or locating in closets, alcoves, or other confined areas."

This must be installed per the UL listing and the manufacturers specifications, of which has not been provided in this literature.

I will issue the permit with conditions that must be met prior to installation.

Jeanie Bourke
Inspection Services Division Director

City of Portland
Planning & Development Dept./ Inspections Division
389 Congress St. Rm 315
Portland, ME 04101
jmb@portlandmaine.gov
(207)874-8715

>>> "Catherine Culley" <catherine@redfernproperties.com> 03/07 2:33 PM >>>
Hi Jeanie -

I just found a spec sheet which addresses this question from LG. Per their literature - water is extracted through the drum in the drying process and then drains through the water pump - I assume it is the same pump used in the washing process.

Hope this helps. I can also fax over the UL information I pulled from the UL website - would this help? It shows the model number as associated with the UL E203607. Please let me know what I can do to further assist.

Thanks!

Catherine Culley | Principal | Redfern Properties
C: 207-776-0904
F: 207-221-2822
www.redfernproperties.com

From: Jeanie Bourke [mailto:JMB@portlandmaine.gov]
Sent: Friday, March 07, 2008 12:53 PM
To: catherine@redfernproperties.com
Subject: RE: LG3431 washer / dryer

I can't seem to get the info on the numbers you gave me. I pulled up the company, but the product numbers do not correspond.
Also, how is the condensate removed....through an approved drain or is there an internal holder that needs to be emptied manually?

Jeanie Bourke
Inspection Services Division Director

City of Portland
Planning & Development Dept./ Inspections Division
389 Congress St. Rm 315
Portland, ME 04101
jmb@portlandmaine.gov
(207)874-8715

>>> "Catherine Culley" <catherine@redfernproperties.com> 03/07 10:20 AM >>>
Hi Jeanie -

I have contacted each of the manufacturer, LG Electronics and Underwriters Laboratory. LG Electronics assured me that he product meets all relevant building codes. Condensing Dryers are specifically noted in 2003 International Building Code Section 504.1. Please see the attached link.

<http://resourcecenter.pnl.gov/cocoon/morf/ResourceCenter/article//132>

The UL Listing number for the product, WM341H, is E203607. If you search that code on the UL website they provide a lot more technical information that probably makes more sense to you than me.

Please let me know if this is sufficient or if I can provide anything additional. Thanks!

Catherine Culley | Principal | Redfern Properties
C: 207-776-0904
F: 207-221-2822
www.redfernproperties.com

From: Jeanie Bourke [mailto:JMB@portlandmaine.gov]
Sent: Thursday, March 06, 2008 11:28 AM
To: catherine@redfernproperties.com

Subject: Re: LG3431 washer / dryer

Hi Catherine,
This information is not adequate....can you please provide the UL product info, specifically for the ventless dryer.
thanks

Jeanie Bourke
Inspection Services Division Director

City of Portland
Planning & Development Dept./ Inspections Division
389 Congress St. Rm 315
Portland, ME 04101
jmb@portlandmaine.gov
(207)874-8715

>>> "Catherine Culley" <catherine@redfernproperties.com> 03/05 5:02 PM >>>
Hi Jeanie -

Here's the link to the washer/dryer combo.

http://us.lge.com/products/model/detail/home%20appliances_laundry_washer%7Cdryer%20combos_WM3431.jhtml

I'll look for specs on it as well.

Catherine Culley | Principal | Redfern Properties

C: 207-776-0904

F: 207-221-2822

www.redfernproperties.com



WASHER/DRYER COMBO

WM3431HW WM3431HS

All-In-One Washer and Dryer

Performance

- NeveRust™ Stainless Steel Drum
- 2.44 Cu.Ft. Capacity (IEC)
- Direct Drive Motor is Highly Reliable, Durable and Quiet
- 1400 RPM Maximum Spin Speed
- Ventless Condensing Drying System
- 115V Power Source

Intelligent Fabric Care

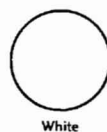
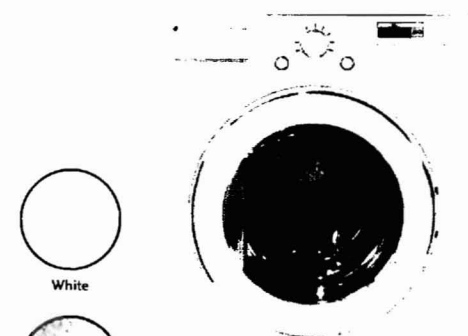
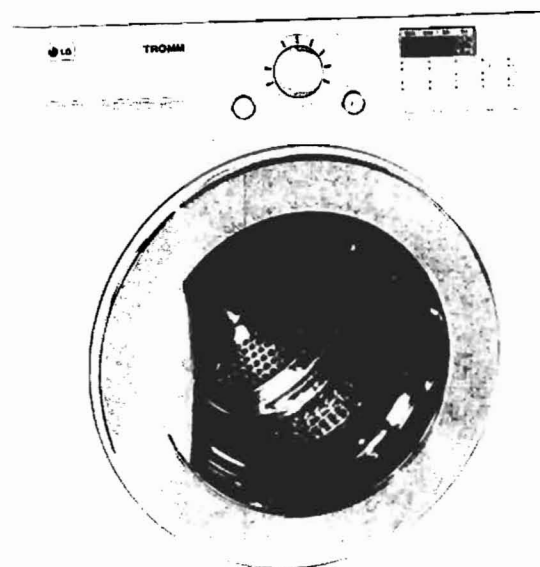
- SenseClean™ System Automatically Adjusts Water and Wash Time for Optimal Care
- Sensor Dry System Measures Moisture in the Drum and Automatically Adjusts Drying Time and Temperature for Optimal Care
- Flexibility of Wash to Dry, Wash Only or Dry Only
- 9 Wash Programs
- 5 Rinse Temperatures
- Sanitary Cycle
- Delay Wash up to 19 hours

Style and Design

- 24" Installation Under Counter
- Premium Finishes in Titanium and White
- Upfront Electronic Controls with Dial-A-Cycle™
- Chrome Trimmed Door with Clear Glass

Environmentally Friendly

- Energy Star Rated
- LoDecibel™ Quiet Operation



White



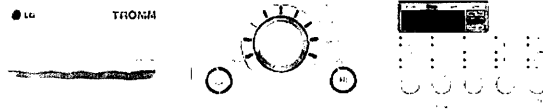
Titanium



LG front load washers exceed Energy Star® classifications by a minimum of 39%.



WASHER/DRYER COMBO



All-in-One Washer and Dryer

This laundry dream washes and dries all in one machine.

Who Is It for?

People who want to be able to do laundry at home but don't have an external venting source which conventional dryers require. It's great for busy people who want to start a load and return to clean clothes. The Delay Start feature allows convenient completion of laundry to fit your schedule. Homes, apartments, businesses and vacation homes where there may be space constraints.

What Are The Advantages?

No outside venting is required because it is ventless condensing. It runs on a standard 115V electricity and not gas. No need to wait to transfer from the washer to the dryer.

What Else Should I Know?

Ventless condensing dries from within the drum so the water that is extracted from the clothes drains through the drum and out the water pump. This drying process takes longer than conventional drying.

It requires installation where a water hook-up is available.

WM3431HW
WM3431HS

TYPE

Front Loader
Design Look
Intelligent Electronic Controls with Dial-A-Cycle™

Drying System

CAPACITY

Total Capacity
Maximum Dry Capacity

ENERGY

Energy Star

PROGRAMS

9 Wash Programs

5 Wash/Rinse Temperature Levels

Spin Speeds

5 Dry Times

Temperature Options

No. of Water Levels

No. of Soil Levels

Options

FABRIC CARE FEATURES

SenseClean™

Sensor Dry

CONVENIENCE FEATURES

3 Tray Dispenser (Main Wash, Bleach, Softener)

End of Cycle Beeper

Child Lock

Self Diagnosis

Auto-Balancing

Auto Suds Removal

Forced Drain System

Remaining Time Display/Status Indicator

Water Heater

Leveling Legs

LoDecibel™ Quiet Operation

MOTOR AND AGITATOR

Motor Type / Motor Speed

Agitator Type

MATERIALS AND FINISHES

NeveRust™ Stainless Steel Drum

Transparent Glass Window Door

Door Rim

Cabinet

Cabinet Top

Control Panel

Colors

POWER SOURCE

Ratings/Requirements

Type

DIMENSIONS

Product (WxHxD)

Weight (lbs): Net / Gross

WARRANTY

UPC CODE

White

Titanium

•
Front Panel

•
Ventless Condensing

2.44 cu.ft. (IEC)

8.8 lbs.

•

Sanitary, Cotton/Towels, Normal, Permanent Press, Delicates, Wool/Silk, Hand Wash, Speed Wash, Drain & Spin
Extra Hot/Cold, Hot/Cold, Warm/Warm, Warm/Cold, Cold/Cold

1400 RPM, Extra High, High, Medium, Low, No Spin

150 min, 120 min, 90 min, 60 min, 30 min

Normal, Low Temperature

Automatically adjusts to size of load

5

Extra Rinse, Rinse & Spin, Soak, Extra Wash, Spin Only, Dry Only, Delay Wash up to 19 Hours

•

•

•

•

•

•

•

•

•

•

•

4 Adjustable

•

Direct Drive / Variable

Horizontal Axis

•

•

Chrome

Painted Steel

Premium Plastic

Plastic

White, Titanium

UL Listed/120V, 60Hz, 10 Amps

Electric

23 5/8" x 33 1/4" x 23 13/16"
(25"D including door)

147 / 163

1 year parts and labor
2 years on the control board
7 years on the motor
Lifetime on the drum

048231 008594

048231 008600

All trademarks are property of their respective owners.
Design and specifications are subject to change without notice.

LG ELECTRONICS INC.

1000 Sylvan Ave., Englewood Cliffs, NJ 07632

800.243.0000 | LGappliances.com



ZCTT.E203607 Washing Machines

[Page Bottom](#)

Washing Machines

[See General Information for Washing Machines](#)

LG ELECTRONICS INC

LG TWIN TOWER
20 YOIDO-DONG
YOUNGDUNGPO-GU
SEOUL, 150-010 REPUBLIC OF KOREA

E203607

Household washing machines, Models 40002, WD324*RHD, WD-327#RHD, WD-1223FHB, WF-T1032TP, WF-T8016TP/T8011TP, WT-R1071TP, WT1485C*, WF-A8019TP, WF-T1081TP, WF-T112*TP*, WPGT9150H***, WPGT9350C**, WD-127*FHB, WD-1219*BD, WD-1221*BD, WD-1019*BD, WD-1021*BD, WD-9019*BD, WD-9021*BD, WF-T850*TP/WF-T851*TP, WM0001H***, WM2411H*, WM2432H*, WM2487H***, WM2011H*, WM2032H*, WM1811C*, WM1832C*, WM3677H**, WM207#C*, WM2677H**, WM2685H**, WM2686H***, WM2687H**, WM2688H**, WM137#H*, WM1812C*, WM1814C*, WM1815C*, WPGT9350C***, WPGT9360E***, WPGT9360F***, WM2277H**, WM2177H** WM3431H*, WM204#C*, WM064#H*, WM244#H**, WM0532H*, WM133#H*, WM143#H*, WM2016C**, WM2477H**, WM2377C**, WM2480H**, WM2496H**, WM2497H**, WM2044#H*, WM2233H**, WM2455H**, WM3987H**, WM3988H**.

[Last Updated](#) on 2007-10-08

[Questions?](#)

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ZCTT.GuideInfo Washing Machines

[View Listings](#)[Page Bottom](#)

Washing Machines

[Guide Information for Electrical Equipment for Use in Ordinary Locations](#)[Guide Information for Plumbing and Associated Products](#)

USE AND INSTALLATION

This category covers washing machines and combination washer-dryers tested with water as the cleaning liquid. Unless specifically marked or described in the installation instructions, these products are intended for open type installations, which do not include stacking of units or locating in closets, alcoves, or other confined areas.

The performance and design of household washing machines and combination washer-dryers has been investigated in accordance with the current edition of ANSI/ASSE 1007/AHAM-HLW- 2 PR, "Performance Requirements for Home Laundry Equipment," which covers household washing machines and combination washer-dryers connected to potable water supply lines and discharge into the plumbing drainage system.

Combination washer-dryers are provided with means for connection of the metallic parts of the enclosure to ground, and all washer-dryers intended for nominal 120-240 V, three-wire operation may be provided with grounding facilities to permit the frame of the appliance to be connected directly to the neutral conductor in accordance with ANSI/NFPA 70, "National Electrical Code" (NEC).

Motor-overcurrent protection is included in motor-operated combination washer-dryers if adequate protection would not be provided by the branch circuits to which they would properly be connected.

The normal use of a combination washer-dryer may create a large volume of humid air which may be vented to the room interior. Unless the appliance is properly oriented this moisture could affect electrical wiring or other electrical devices in the vicinity.

Provision should be made for the periodic removal of accumulation of lint that might result from normal operation of a combination washer-dryer.

In cases where the nature or construction of equipment is such that special precautions beyond the requirements of the NEC must be observed in installation or use, the necessary special instructions are provided on or with the equipment. An individual branch circuit should be provided for each combination washer-dryer.

Electrically-operated washing machines employing wringers are investigated from the standpoint of personal injury as well as electrical hazards. All such devices are required to comply with safety requirements designed to reduce the likelihood of accidents. All wringers are provided with a readily accessible release mechanism, clearly marked to indicate its function.

RELATED PRODUCTS

For electric clothes dryers, see Clothes Dryers ([KMEX](#)). For gas-fired clothes dryers, see Gas-fired Clothes Dryers, Type 1 ([LETA](#)).

ADDITIONAL INFORMATION

For additional information, see Electrical Equipment for Use in Ordinary Locations ([AALZ](#)) and Plumbing and Associated Products ([AAPP](#)).

REQUIREMENTS

The basic standards used to investigate products in this category are [ANSI/UL 2157](#), "Electric Clothes Washing Machines and Extractors," and [ANSI/UL 1206](#), "Electric Commercial Clothes-Washing Equipment." Combination washer-dryers are additionally investigated to [ANSI/UL 2158](#), "Electric Clothes Dryers," and [UL 1240](#), "Electric Commercial Clothes-Drying Equipment."

UL MARK

The Listing Mark of Underwriters Laboratories Inc. on the product is the only method provided by UL to identify products manufactured under its Listing and Follow-Up Service. The Listing Mark for these products includes the UL symbol (as illustrated in the Introduction of this Directory) together with the word "LISTED," a control number, and the product name "Washing Machine," "Washer" or "Combination Washer-Dryer," or other appropriate product name as shown in the individual Listings.

Last Updated on 2004-05-14

Questions?

Notice of Disclaimer

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Article #132 -

Ventilation Requirements for Condensing Clothes Dryers - Code Notes

Conventional dryers require ductwork to exhaust water vapor from the appliance during operation. Some dryers, relatively new products to the U.S. marketplace, do not require any ducted exhaust. That exhaust can contribute to negative pressure in the home depending on location.

A fully loaded conventional clothes dryer exhausts several pounds of water in its vapor form during a typical drying cycle. The code requires that this water vapor is exhausted to the outdoors.

By contrast, condensing dryers are designed to condense that water into liquid. These tend to be more energy efficient. Some appliances use small blowers to circulate air across a heat-exchanger inside the dryer. Some dryers draw in room air to cool the interior air and condense the water. Others use an internal water-cooling system to condense the water vapor. Whatever the particular design, the condensate is either pumped to a drain or is emptied from a holder by hand at the end of the drying cycle. Some condensing dryers are actually combo washer/dryer appliances. Common in Europe for years, these appliances are becoming more widely used in the U.S.



Display version of high efficiency washer and dryer system.

Condensing dryers can be useful in situations where the laundry room is located a significant distance from an exterior wall to which it can vent. By eliminating long dryer vent runs, they eliminate possible moisture condensation problems in that run.

Plan Review

1. Verify that the building plans specify ductwork to exhaust water vapor from the dryer to the exterior (and are located close enough to the exterior to do so) or specify a condensing (ductless) dryer or ventless combo washer/dryer to be installed.
2. If a condensing dryer is specified, verify that the proper drainage or an adjacent sink has been shown on the plumbing plans to remove condensate from the dryer.

Field Inspection

1. If a condensing dryer is specified, verify that the proper drainage or an adjacent sink has been provided to remove the condensate.

Code Citations*

IRC 2003, Section M1501 Clothes Dryer Exhaust

M1501.1 General. Dryer exhaust systems shall be independent of all other systems, shall convey the moisture to the outdoors, and shall terminate on the outside of the building.

Exception: This section shall not apply to listed and labeled condensing (ductless) clothes dryers.

IRC 2003, Section P3001, General

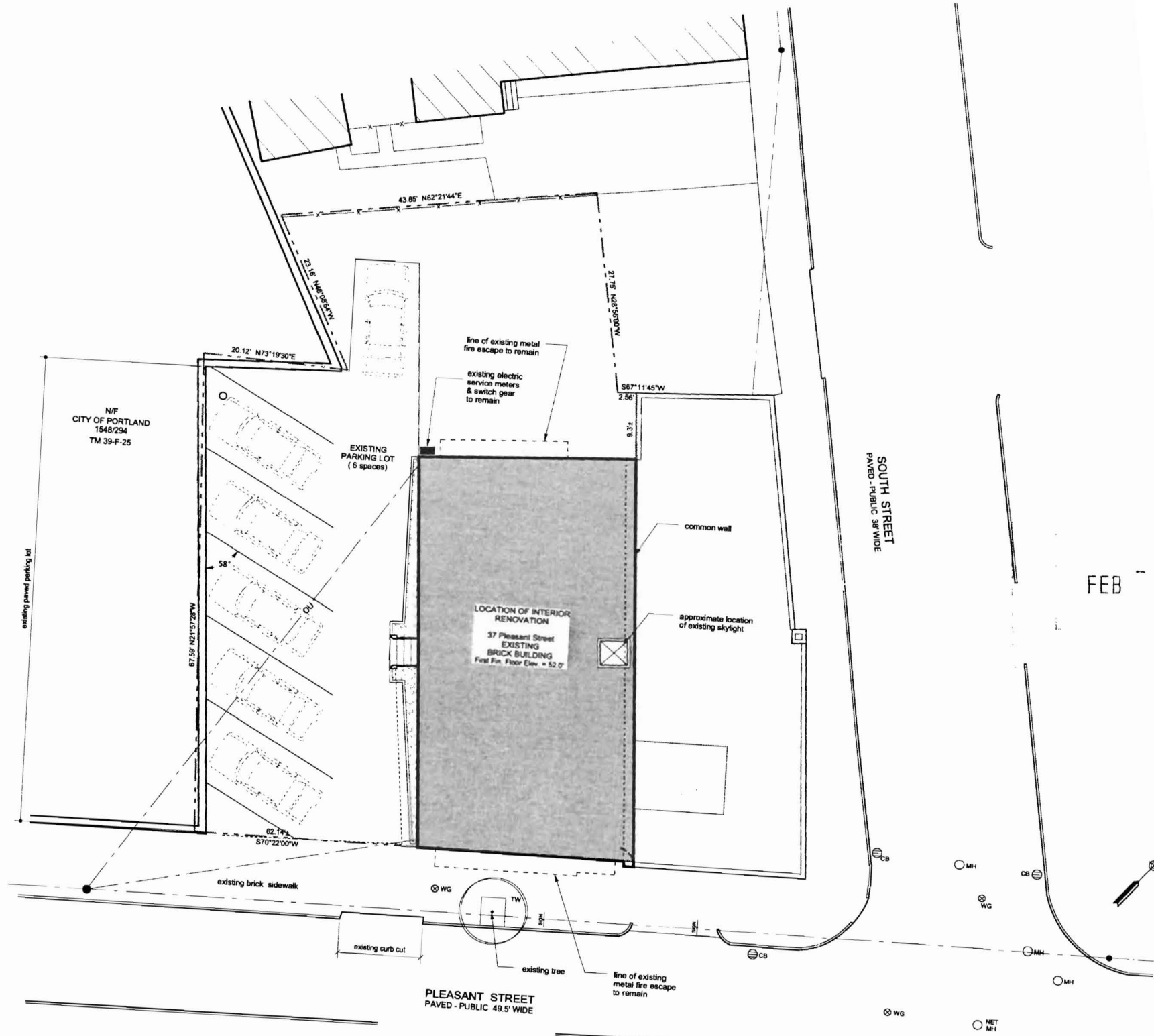
The provisions of this chapter shall govern the materials, design, construction, and installation of sanitary draining systems. Plumbing materials shall conform to the requirements of this chapter. The drainage, waste, and vent (DWV) system shall consist of all piping for conveying wastes from plumbing fixtures, appliances, and appurtenances, including fixture traps, above-grade drainage piping, below-grade drains within the building (building drain), below-and above-grade venting systems, and piping to the public sewer or private septic system.

IMC 2003, Section 504 Clothes Dryer Exhaust, Section 504.1 Installation

Section 504.1 Installation. Clothes dryers shall be exhausted in accordance with the manufacturer's instructions. Exception: This section shall not apply to listed and labeled condensing (ductless) clothes dryers.

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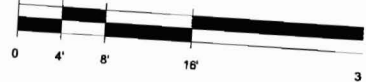
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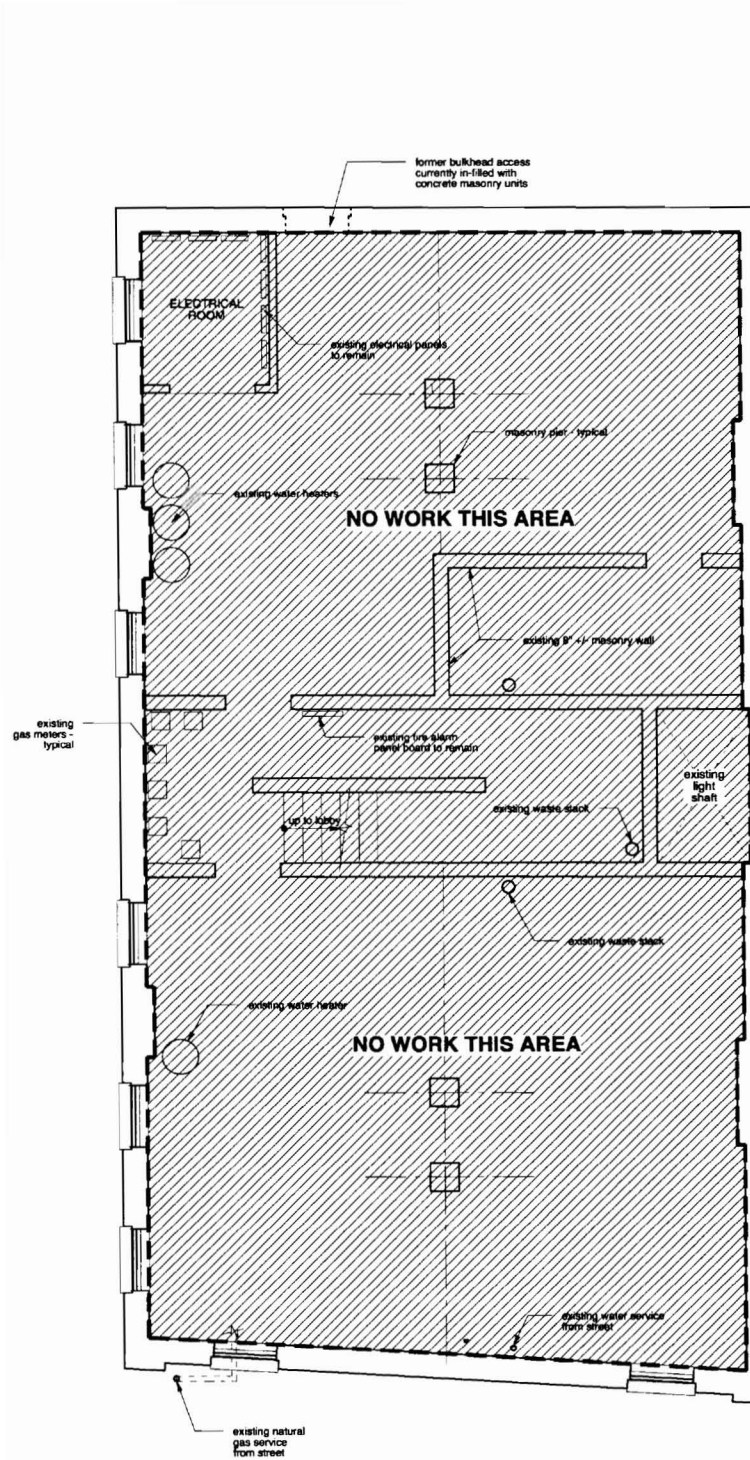


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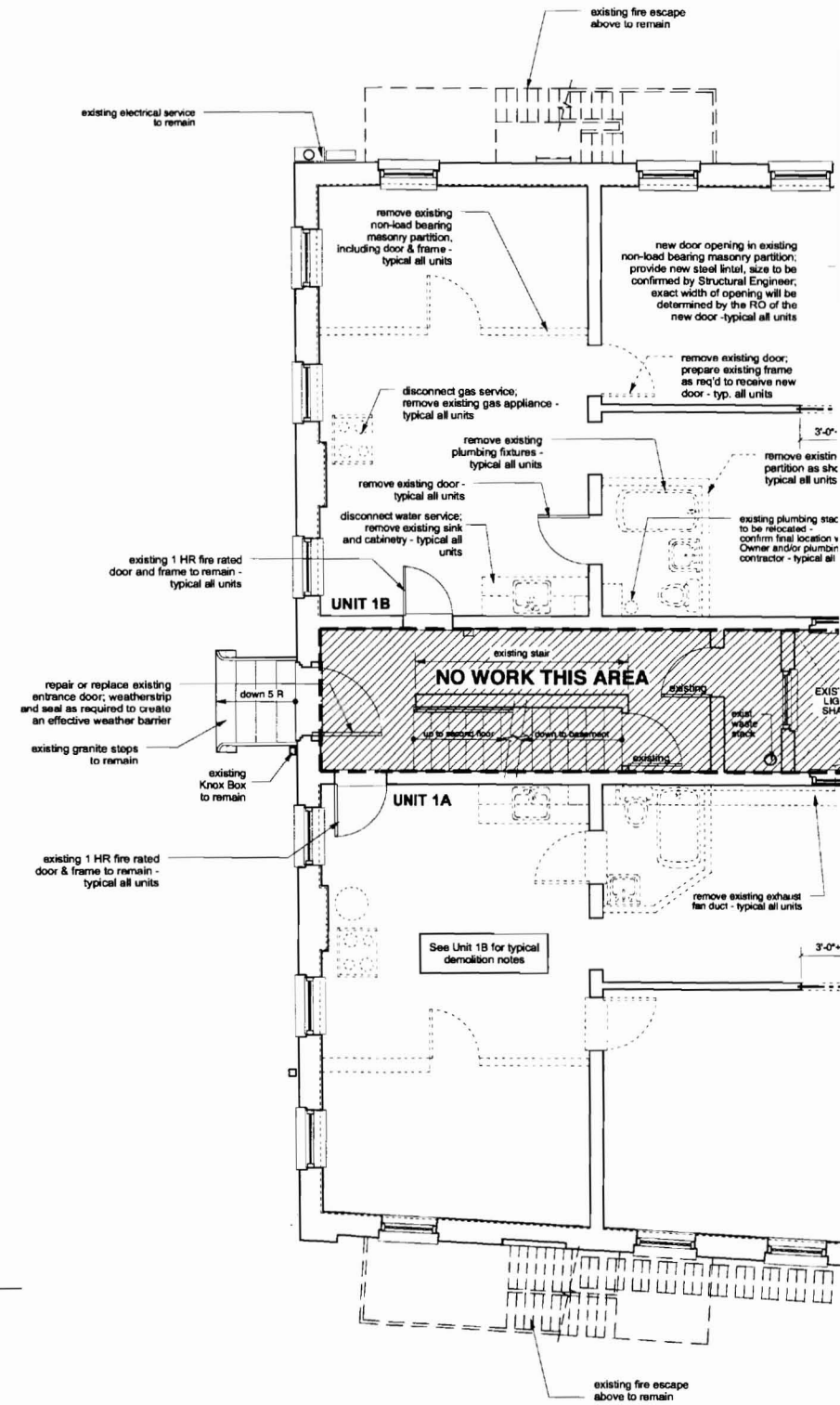
2 SITE PLAN

SCALE: 1/8" = 1'-0"

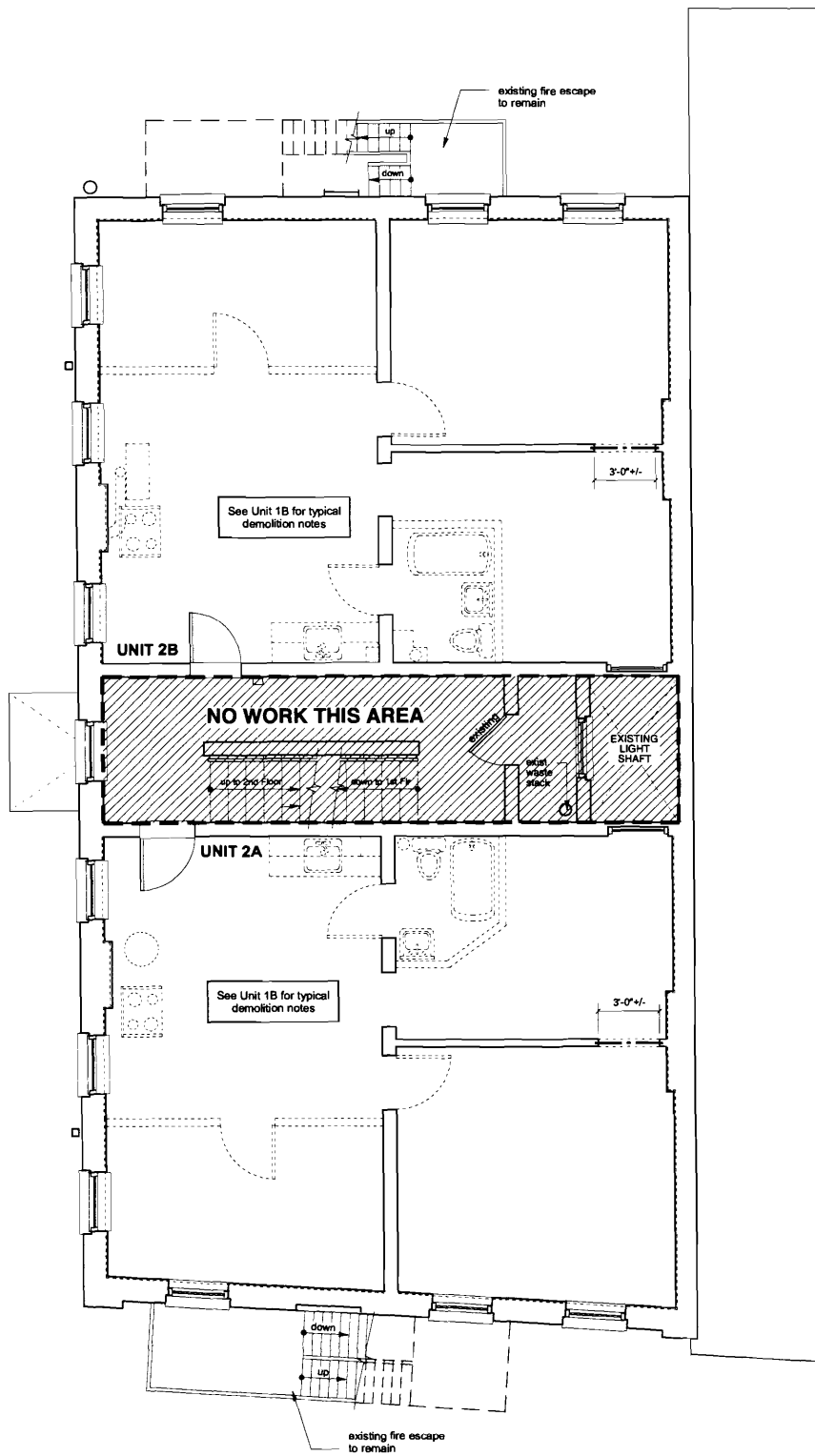




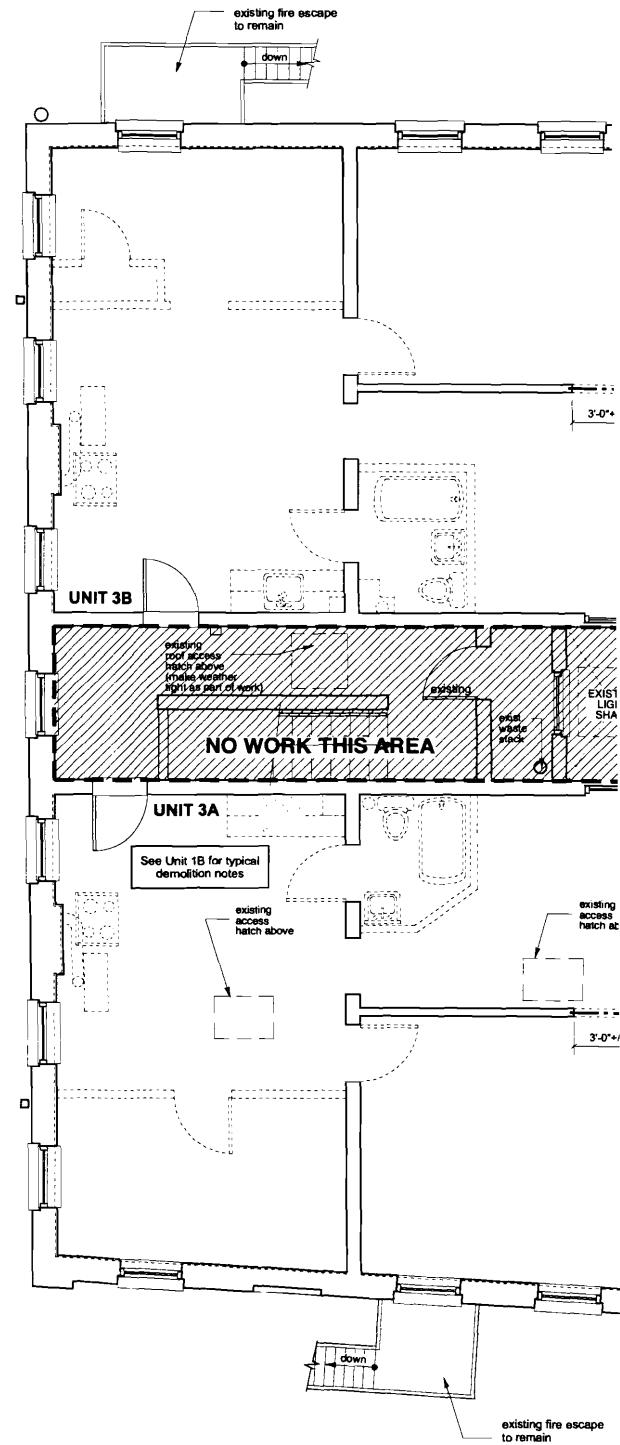
1 **Basement Plan**
SCALE: 1/4" = 1'-0"



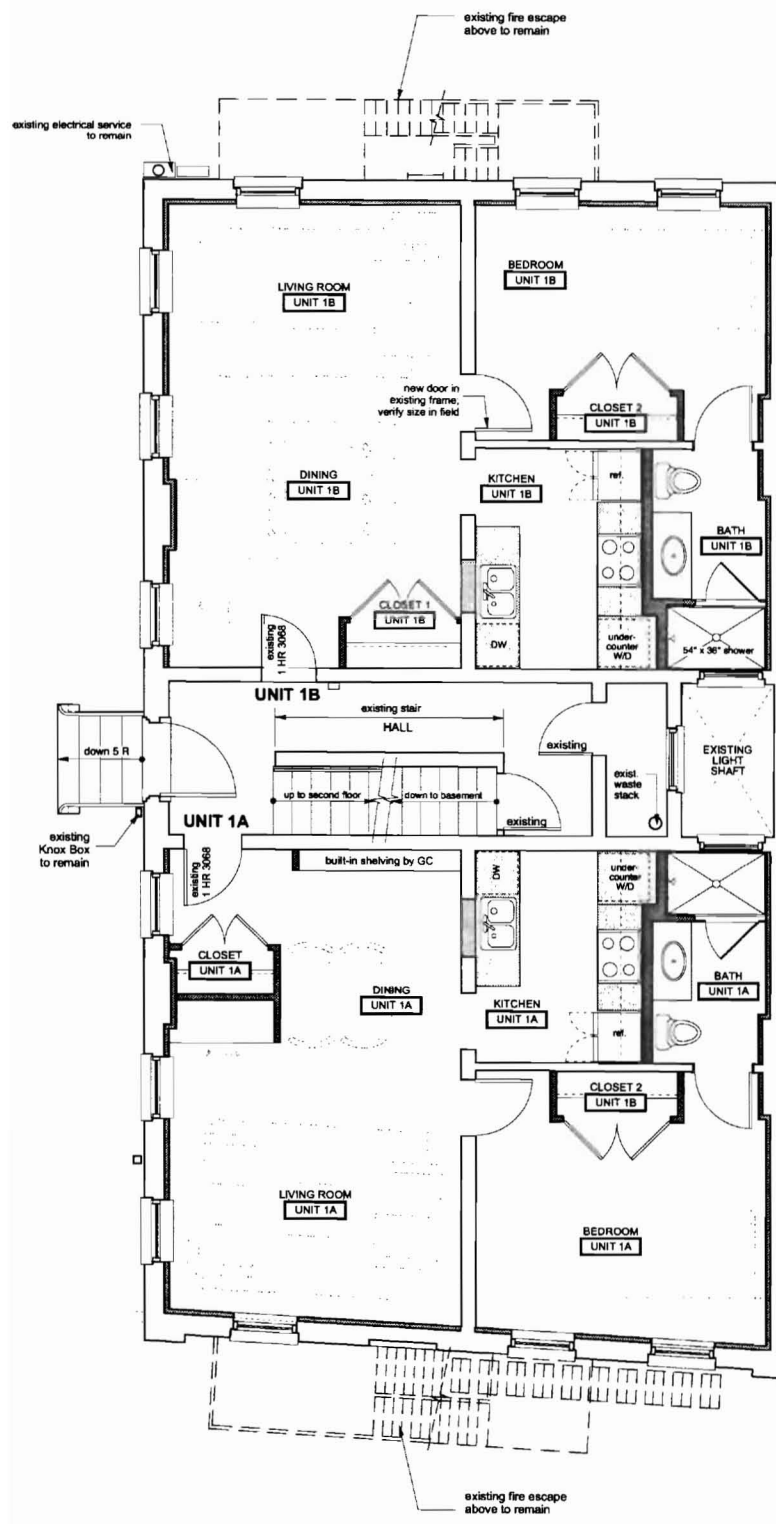
2 **First Floor Plan**
SCALE: 1/4" = 1'-0"



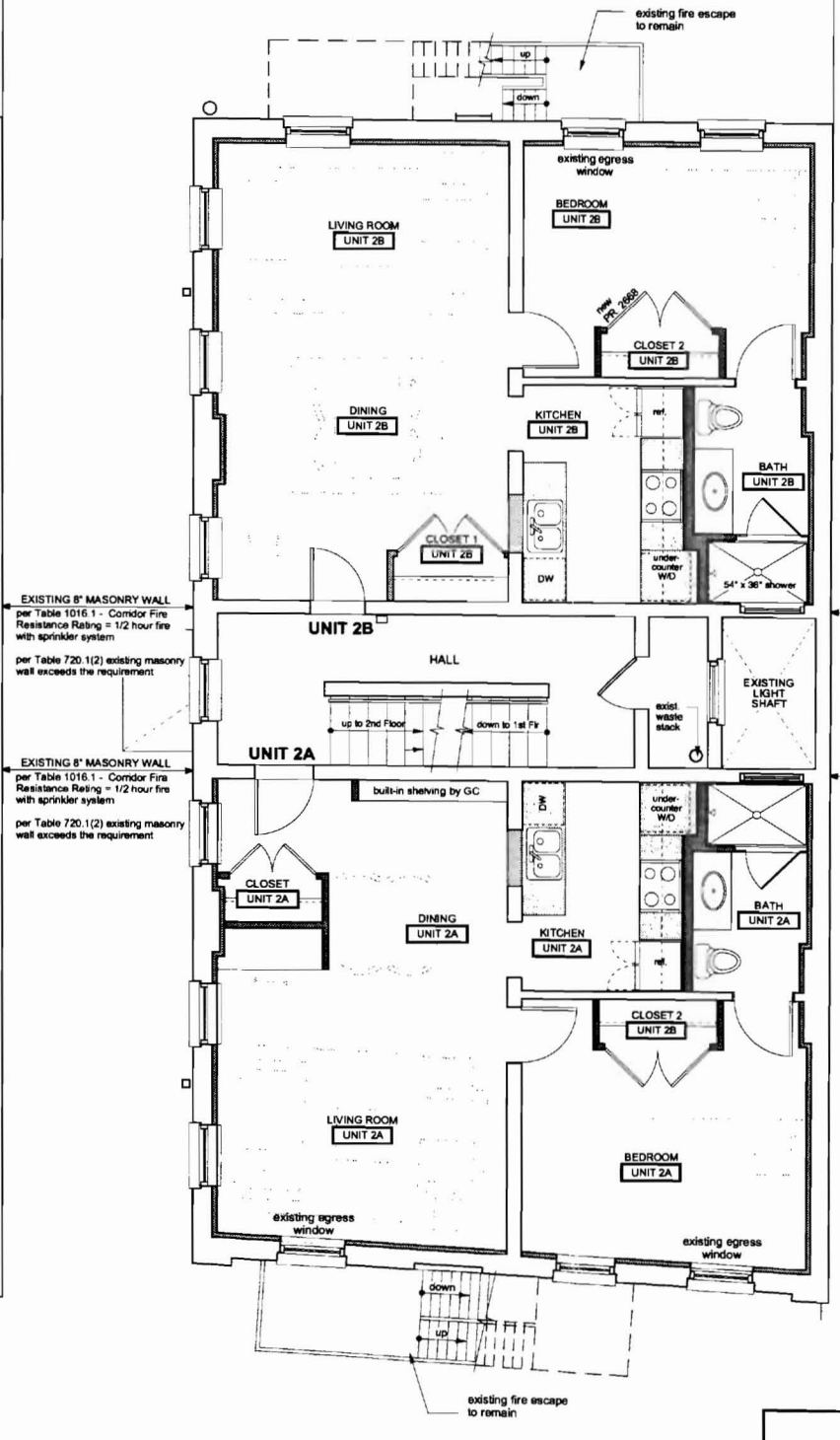
1 **Second Floor Plan**
SCALE: 1/4" = 1'-0"



2 **Third Floor Plan**
SCALE: 1/4" = 1'-0"



1 First Floor Plan
SCALE: 1/4" = 1'-0"



2 Second Floor Plan
SCALE: 1/4" = 1'-0"

EXISTING 8" MASONRY WALL
per Table 1016.1 - Corridor Fire
Resistance Rating = 1/2 hour fire
with sprinkler system
per Table 720.1(2) existing masonry
wall exceeds the requirement

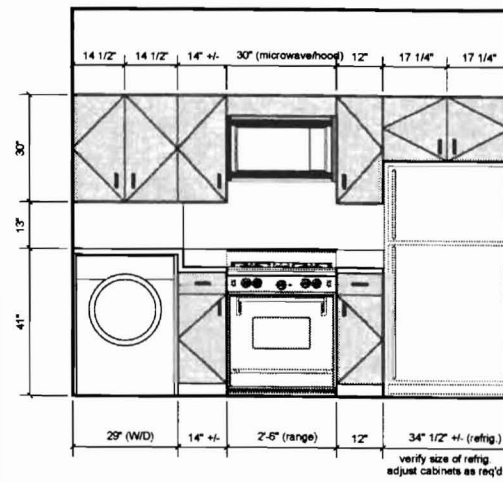
EXISTING 8" MASONRY WALL
per Table 1016.1 - Corridor Fire
Resistance Rating = 1/2 hour fire
with sprinkler system
per Table 720.1(2) existing masonry
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EXISTING 8" MASONRY WALL
per Table 1016.1 - Corridor Fire
Resistance Rating = 1/2 hour fire
with sprinkler system
per Table 720.1(2) existing masonry
wall exceeds the requirement

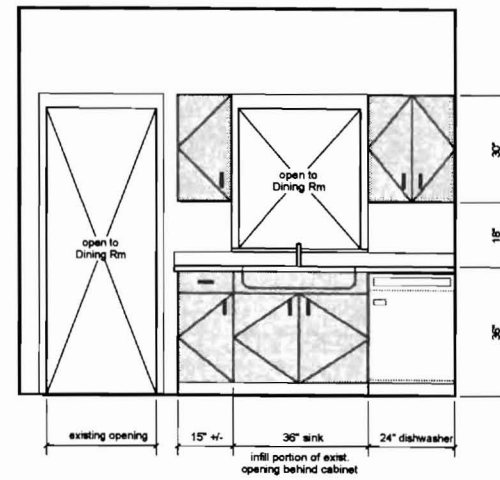
EXISTING 8" MASONRY WALL
per Table 1016.1 - Corridor Fire
Resistance Rating = 1/2 hour fire
with sprinkler system
per Table 720.1(2) existing masonry
wall exceeds the requirement

NOTE:
floor #
Notes 1

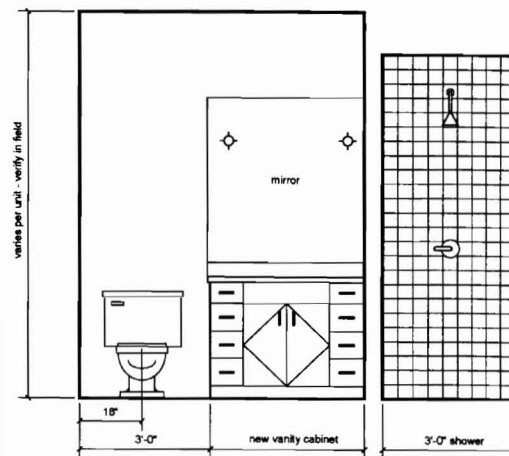
Per Section 711 Horizontal Assemblies -
a 1 Hour Fire-resistance assembly is required
at floors/ceilings that separate dwelling units
See Detail 6/A5 for typical Floor/Ceiling
Assembly (UL L514)



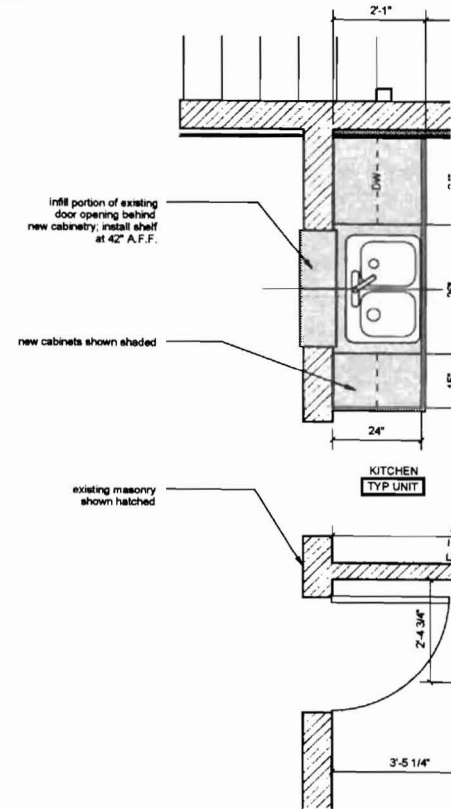
1 Interior Elevation - Typical Unit
SCALE: 1/2" = 1'-0"



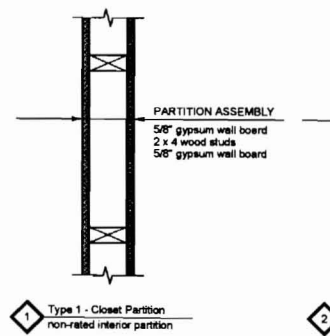
2 Interior Elevation - Typical Unit
SCALE: 1/2" = 1'-0"



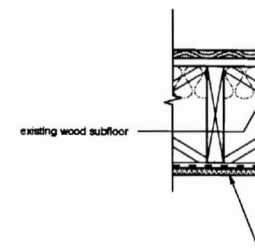
3 Interior Elevation - Typical Unit
SCALE: 1/2" = 1'-0"



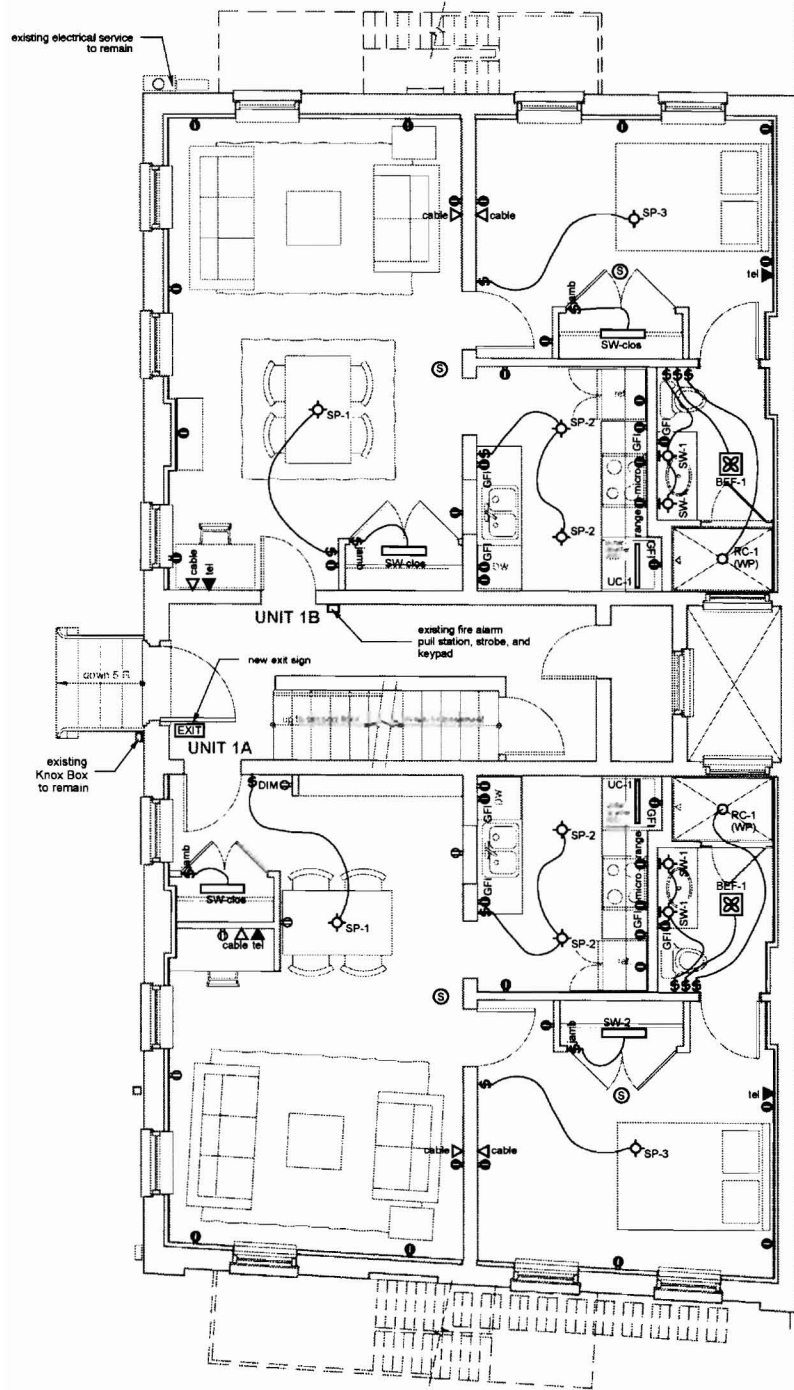
4 Enlarged
SCALE: 1/2" = 1'-0"



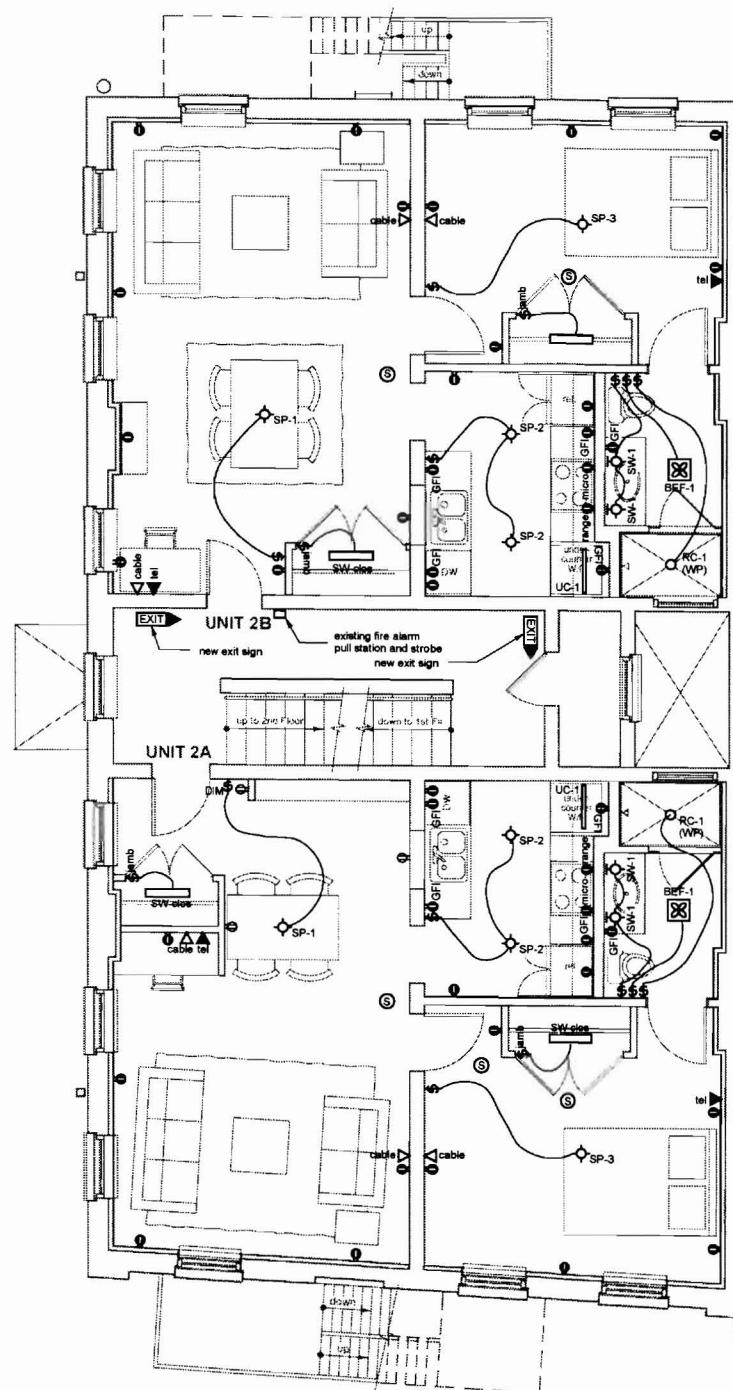
5 Partition Types
SCALE: 1 1/2" = 1'-0"



6 Typical Floor/Ceiling Ass
SCALE: 1 1/2" = 1'-0"



1 First Floor Electrical Plan
SCALE: 1/4" = 1'-0"



2 Second Floor Electrical Plan
SCALE: 1/4" = 1'-0"

Electrical Symbol Legend			
	duplex receptacle		EXIT
	GFI protected receptacle		SP-x
	telephone jack		SW-x
	cable TV jack		RC-x
	smoke detector (hard wired)		RC-x
	bathroom exhaust fan (BEF)		