

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

## BUILDING INSPECTION PERMIT

Permit Number: 061441

Please Read  
Application And  
Notes, If Any,  
Attached

This is to certify that Richard Renner/Richard Renner Architects  
has permission to Demo interior to prepare for interior renovations  
AT 35 PLEASANT ST

City of Portland  
C.O.L. 039 F023001

PERMIT ISSUED  
OCT 12 2006  
CITY OF PORTLAND

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is leased or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

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

### OTHER REQUIRED APPROVALS

Fire Dept. Greg Carr  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

*[Signature]*  
10/12/06  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

Scanned



**CITY OF PORTLAND, MAINE**  
Department of Building Inspections

Sept 20 2006

Received from Richard K. Brewer

Location of Work 35 Pleasant St

Cost of Construction \$ \_\_\_\_\_

Permit Fee \$ 150.00

Building (I1)  Plumbing (I5) \_\_\_\_\_ Electrical (I2) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other \_\_\_\_\_

CBL: 039 F023

Check #: 35711

Total Collected \$ 150.00

# THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

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

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

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

Permit No: 06-1441	Issue Date:	CBL: 039 F023001
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Location of Construction: 35 PLEASANT ST	Owner Name: Richard Renner	Owner Address: 61 Pleasant Street	Phone:
Business Name:	Contractor Name: Richard Renner Architects	Contractor Address: 61 Pleasant St Portland	Phone: 2074439699
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: R3

Past Use: Commercial - store & one dwelling unit	Proposed Use: Commercial demo interior to prepare for interior renovations	Permit Fee: \$120.00	Cost of Work: \$10,000.00	CEO District: 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>see conditions</i>	INSPECTION: Use Group: <i>B</i> Type: <i>3B</i> <i>IBC 2003</i>	

Proposed Project Description: Demo interior to prepare for interior renovations	Signature: <i>Greg Cagg</i>	Signature: <i>[Signature]</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: dmartin	Date Applied For: 09/27/2006	<b>Zoning Approval</b>		
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan  Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ cond. has</i> Date: <i>10/5/06</i> <i>ASU</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied  Date:	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied  Date: <i>ASU</i>
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## CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

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

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

Permit No: 06-1441	Date Applied For: 09/27/2006	CBL: 039 F023001
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Location of Construction: 35 PLEASANT ST	Owner Name: Richard Renner	Owner Address: 61 Pleasant Street	Phone:
Business Name:	Contractor Name: Richard Renner Architects	Contractor Address: 61 Pleasant St Portland	Phone (207) 443-9699
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial demo interior to prepare for interior renovations	Proposed Project Description: Demo interior to prepare for interior renovations
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 10/05/2006

**Note:** The use of the spaces in the building must be established with the tenant fit up.      **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) This permit is for internal, non structural demolition. The use of each space must be established by permit before certificate of occupancies are issued.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tammy Munson      **Approval Date:** 10/12/2006

**Note:**      **Ok to Issue:**

- 1) Construction activity was not applied for or reviewed as a part of this permit. This permit authorizes demolition ONLY.
- 2) 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.

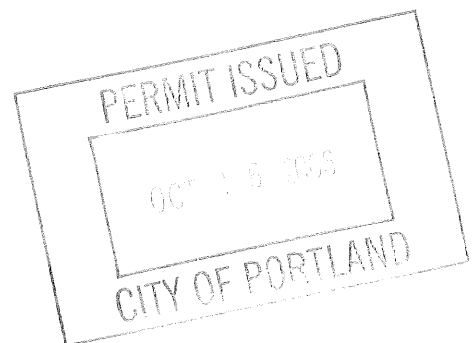
**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Cptn Greg Cass      **Approval Date:** 10/11/2006

**Note:**      **Ok to Issue:**

- 1) Structure shall not be occupied during renovation
- 2) Renovation shall comply with " The new provisions of NFPA 101 "

**Comments:**

10/5/06-amachado: Need document showing right, title &amp; interest.





# 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>35 PLEASANT ST., PORTLAND, ME 04101</u>		
Total Square Footage of Proposed Structure <u>3,000</u> Existing	Square Footage of Lot <u>2,096 ± SF</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>39</u> Block# <u>F 023</u> Lot# <u>PART OF <del>4-24</del></u>	Owner: <u>RICHARD BENNER</u>	Telephone: <u>207/773-9699</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>RICHARD BENNER</u> <u>105 SPACE ST.</u> <u>PORTLAND, ME 04102</u> <u>207/773-9699</u>	Cost Of Work: \$ <u>10,000</u> Fee: \$ <u><del>11.00</del></u> C of O Fee: \$ <u>120.00</u>
Current Specific use: <u>VACANT</u> If vacant, what was the previous use? <u>DWELLING UNIT + STORE</u> Proposed Specific use: <u>DWELLING UNIT + OFFICE ONLY</u>		
Project description: <u><del>STRUCTURAL WALLS</del> DEMOLITION OF INTERIOR FINISHES &amp; NON-STRUCTURAL WALLS (PER ENGINEER'S REQUEST) PRIOR TO FINAL DESIGN OF RENOVATION &amp; REPAIR</u>		
Contractor's name, address & telephone: <u>RICHARD BENNER ARCHITECTS, 61 PLEASANT ST. SUITE 105 PORTLAND, ME 04101, 207-773-9699</u> Who should we contact when the permit is ready: <u>RICHARD BENNER</u> Mailing address: <u>RICHARD BENNER, RICHARD BENNER ARCHITECTS, 61 PLEASANT ST. SUITE 105, PORTLAND, ME 04101</u> Phone: <u>207/773-9699</u> <u>caef</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](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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

Signature of applicant: <u>Richard K R</u>	Date: <u>9.27.06</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

3571

# BUILDING PERMIT INSPECTION PROCEDURES

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 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.

<input checked="" type="checkbox"/>	Footing/Building Location Inspection:	Prior to pouring concrete
<input checked="" type="checkbox"/>	Re-Bar Schedule Inspection:	Prior to pouring concrete
<input checked="" type="checkbox"/>	Foundation Inspection:	Prior to placing ANY backfill
<input checked="" type="checkbox"/>	Framing/Rough Plumbing/Electrical:	Prior to any insulating or drywalling
<input type="checkbox"/>	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**

x Karen Stowe

Signature of Applicant/Designee

Donna Martin Admin

Signature of Inspections Official

\_\_\_\_\_ Date

10 18 06

\_\_\_\_\_ Date

CBL: 06-1441

Building Permit #: 39 F 23

September 25, 2006

Building Inspections Department  
City of Portland  
389 Congress Street, Room 315  
Portland, ME 04101

Dear Sir/Madam:

Attached to this letter is a General Building Permit Application and support documents covering and limited to preliminary interior, non-structural demolition at 35 Pleasant Street in Portland. The purpose of this demolition is to expose existing structural and other conditions so that we can complete our design for the renovation of the building. When the design is complete, and before continuing with construction, we will submit a General Building Permit Application for the balance of the work.

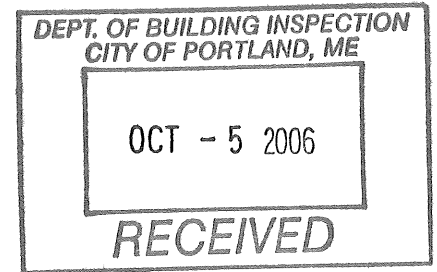
Please note that the building was recently purchased, and a new deed and property description are being filed at the Registry of Deeds. The property is part of Lots 21-24, Block F, Chart #39 at the Assessor's Office.

Sincerely,



Richard K. Renner

encs.



QUITCLAIM DEED WITH COVENANT  
(Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that J.B. BROWN & SONS, a Maine corporation of Portland, County of Cumberland and State of Maine ("Grantor"), for full value and consideration paid, hereby grants to RICHARD K. RENNER, of 61 Pleasant Street, Suite 105, Portland, Maine 04101 ("Grantee") with QUITCLAIM COVENANT, the land with the buildings and improvements situated thereon located in the City of Portland, County of Cumberland and State of Maine, and described as follows:

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. (the "Plan"), in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the northerly sideline of Pleasant Street at the intersection with the westerly sideline of South Street;

Thence S 70° 22' 00" W along said sideline of Pleasant Street a distance of 25 feet, more or less, to the center of the common wall of the 3 story brick building on the lot adjacent to the west and the building on the lot being hereby conveyed;

Thence in a generally northerly and westerly direction following said centerline to its intersection with the westerly face of the exterior brick wall of the brick building on the lot being conveyed;

Thence continuing northerly along said exterior brick wall of the brick building on the lot being conveyed a distance of 9.3 feet, more or less, to the northwesterly corner of said brick building;

Thence S 67° 11' 45" W a distance of 2.56 feet;

Thence N 28° 56' 00" W a distance of 27.75 feet;

Thence N 62° 21' 44" E a distance of 21.01 feet to said westerly sideline of South Street;

Thence S 28° 56' 00" E along said sideline a distance of 97.54 feet to the point of beginning.

TOGETHER WITH the right and easement to access, maintain and repair the building or structure currently located on the above-described parcel, in its present existing location, and for such express purposes only, such easement to be a width of five (5) feet, and to be located directly abutting the aforementioned structure running from the northwesterly corner of the building, along the common wall boundary line described above to the northeasterly corner of the building situated adjacent to the building hereby conveyed, meaning to describe the location



noted on the above described Plan as "Building Maintenance Easement Area". The foregoing access and maintenance easement is given subject to the following limitations:

- (a) Grantee will give proper written notice to Grantor of Grantee's intent to use the easement, which notice shall include the nature of the intended use and the estimated length of time the intended use will take;
- (b) Use of the access and maintenance easement shall (except in the event of an emergency) be restricted to weekdays during the hours of 8:00 a.m. to 5:00 p.m. with no use on weekend days or holidays;
- (c) All work done on, or other use made of the said easement, shall be in accordance with all federal, state and local laws, with all applicable permits and approvals having been obtained by Grantee in advance of any such work;
- (d) All work done on, or other use made of the easement, shall be by competent licensed and bondable professionals, provided however, that minor tasks such as cleaning and window washing need not be performed by bondable professionals;
- (e) All work done, or other use made of the easement, shall be in a safe manner and in such a manner as not to pose a health or safety risk to Grantee and Grantor, and their respective invitees, licensees, guests and the like;
- (f) Any and all destruction of or disturbance of the Grantee's property shall be replaced or restored to its original condition at the sole cost of Grantee;
- (g) Grantee will be liable for all damages or other liabilities or claims resulting from the use of the easement by Grantee or its agents, licensees, invitees or employees, and in furtherance, but not in limitation, thereof, Grantee agrees to indemnify and hold harmless the Grantor for any liability, claim, damage, loss or cost, including reasonable attorneys' fees, arising out of the exercise of such Grantee's easement and access rights described above;
- (h) Any materials used or debris generated by Grantee, its agents, licensees, invitees or employees on the easement area will be cleaned and removed no less frequently than daily, except for any staging or similarly constructed apparatus used in the proper exercise of Grantee's right under the easement herein granted, provided that any staging or related structure is removed after the Grantee's use (which was noticed to Grantors as described in paragraph (a) above) is completed;
- (i) The Grantor shall not be liable to the Grantee for any cost or expense relating to or arising from the easement and access rights described above or its use.

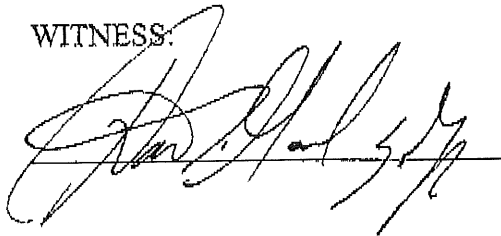
The above-described premises are also conveyed subject to that certain Party Wall Agreement dated of near or even date to be recorded herewith, and the easements, rights, benefits and terms thereof.

The above-described premises are also conveyed subject to the encroachments of the existing building into the brick sidewalk area as shown on the Plan.

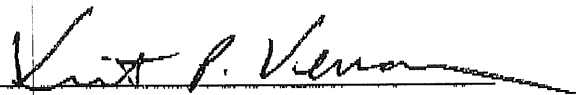
This conveyance is made subject to all utility easements which serve the premises, zoning and building restrictions, other easements, obligations, conditions and restrictions described above and of record to which the Grantee, by acceptance of this deed, hereby agrees, and real estate taxes which the Grantee, by acceptance of this deed, assumes and agrees to pay. All terms, conditions, covenants and restrictions described above shall be covenants running with the land.

IN WITNESS WHEREOF, J.B. Brown & Sons has caused this instrument to be duly executed this 22nd day of September, 2006.

WITNESS:



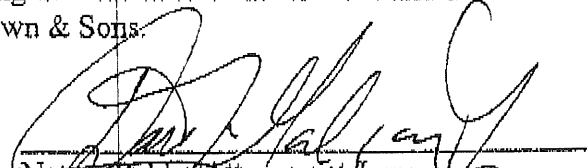
J.B. BROWN & SONS

By:   
Vincent P. Veroneau  
Its President

STATE OF MAINE  
COUNTY OF CUMBERLAND

September 22, 2006

Then personally appeared before me the above-named Vincent P. Veroneau, President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of J. B. Brown & Sons.

  
Notary Public/Attorney-at-Law  
Print Name: David L. Galgay Jr  
My Commission Expires: \_\_\_\_\_

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Richard K Renner, whose mailing address is 61 Pleasant St, Suite 105 (hereinafter called "Purchaser"), this 12th day of May, 2006, the sum of Ten Thousand Dollars (\$10,000.00) as earnest money deposit toward purchase of real estate located at 35 Pleasant St in the city/town of Portland, County of Cumberland State of Maine, described as follows 3,032+/- SF building on .033 acres and a to be later determined piece of land in back of 35 Pleasant St big enough for three code complaint parking spaces and being more fully described at said County's Registry of Deeds in Book 2188, Page 137, upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) n/a
2. PURCHASE PRICE: The total Purchase Price is Three Hundred Fifteen Thousand Dollars (\$315,000.00), with payment to be made as follows:

Table with 2 columns: Description of payment and Amount. Includes Earnest money deposit (\$10,000.00), Other, and Balance due at closing (\$305,000.00).

3. EARNEST MONEY/ACCEPTANCE: Malone Commercial Brokers ("Escrow Agent") shall hold the earnest money in a non-interest bearing account (no interest) and act as escrow agent until closing; this offer shall be valid until May 18, 2006 at 5:00 (AM PM). Upon acceptance of this offer, the earnest money (and all additional earnest deposits) will be deposited within three (3) business days of receipt.

4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before July 27, 2006. If Seller is unable to convey title to the premises 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 receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within Thirty days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder.

DEED: That the property shall be conveyed by a quit claim with covenant deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.

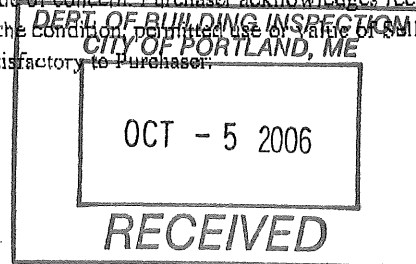
6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.

8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear.

- 9. PRORATIONS: The following items shall be prorated as of the date of closing:
a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
b. Fuel
c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.

10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Selling Agent and Listing Agent make no warranties regarding the condition, permitted use or title of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser.



Handwritten initials JAV

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	g. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	h. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days	i. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	j. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days	k. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days	l. Other,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 0 days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that Peter Harrington/Malone Commercial Brokers ("Selling Agent") is acting as a Purchaser's agent in this transaction and is representing the Purchaser and that n/a ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (both Selling Agent and Listing Agent are hereinafter called "Brokers")

14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. ~~Should Seller elect to retain the earnest money, and this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the Escrow Agent shall not return the earnest money to Purchaser or Seller without written releases from both parties. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said dispute.~~

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

PRIOR STATEMENTS: This Contract 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 Contract. This Contract shall be construed according to the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.

19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.

20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form 2).

21. ADDENDA: This contract has addenda containing additional terms and conditions: Yes  No

22. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:

Date for \_\_\_\_\_, changed from \_\_\_\_\_ To \_\_\_\_\_, 20\_\_

Date for \_\_\_\_\_, changed from \_\_\_\_\_ To \_\_\_\_\_, 20\_\_

Date for \_\_\_\_\_, changed from \_\_\_\_\_ To \_\_\_\_\_, 20\_\_

*VA*

23. The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2½% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

RICHARD K. BENNETT

Legal Name of Purchaser

*Richard K. Bennett*

Signature

097-38-8486

Social Security # or Tax I.D. #

Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Brokers and (2) Seller, provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this \_\_\_\_\_ day of May, 2006.

J. B. Brown & Sons

Seller

*Vant P. Keran*

Signature

01-0036030

Social Security # or Tax I.D. #

President

Name/Title, there unto duly authorized

Escrow Agent

Name/Title

The Listing Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

The Selling Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

EFFECTIVE DATE OF CONTRACT: 5/17/06, 2006.

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*UV*

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

### Current Owner Information

<b>Card Number</b>	1 of 1
<b>Parcel ID</b>	039 F023001
<b>Location</b>	35 PLEASANT ST
<b>Land Use</b>	RETAIL & PERSONAL SERVICE
<b>Owner Address</b>	BROWN J B & SONS PO BOX 207 PORTLAND ME 04112
<b>Book/Page</b>	
<b>Legal</b>	39-F-23 SOUTH ST 2-6 & PLEASANT ST 35 1449SF

### Current Assessed Valuation

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$78,100	\$72,700	\$150,800

### Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1910	1	3032	1

<b>Total Acres</b>	<b>Total Buildings</b>	<b>Sq. Ft.</b>	<b>Structure Type</b>	<b>Building Name</b>
0.033	3032		MIXED RES/COMM	SUITSMI

### Exterior/Interior Information

Section	Levels	Size	Use
1	B1/B1	1516	MULTI-USE SALES
1	01/01	676	MULTI-USE SALES
1	01/01	840	APARTMENT

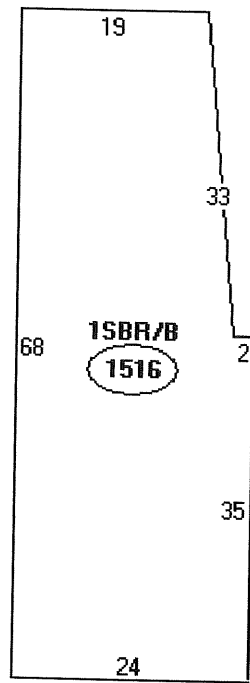
Height	Walls	Heating	A/C
8		HW/STEAM	NONE
8	BRICK/STONE	HW/STEAM	NONE
8	BRICK/STONE	HW/STEAM	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

### Building Other Features

Line	Structure Type	Identical Units
------	----------------	-----------------

### Yard Improvements

Year Built	Structure Type	Length or Sq. Ft.	# Units
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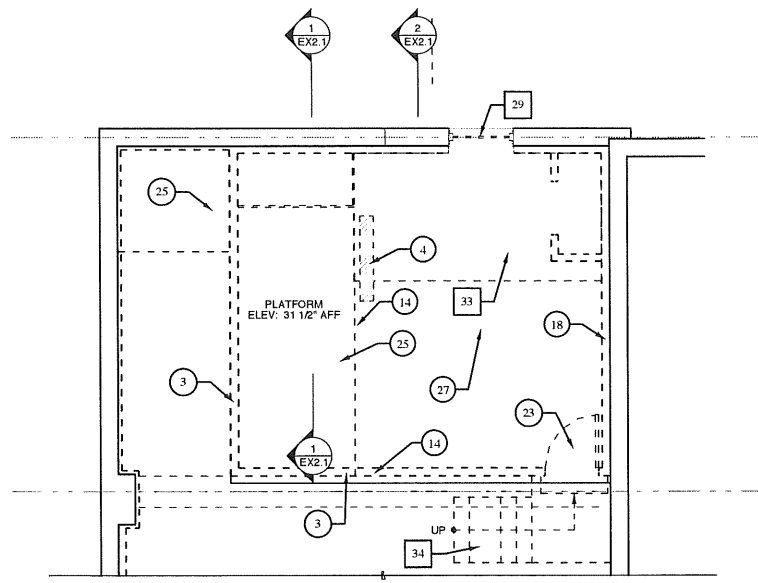


Descriptor/Area

A: 1SBR/B  
1516 sqft







**3 Loft/Storage Floor Plan**  
SCALE: 1/4" = 1'-0"

**Demolition Notes**

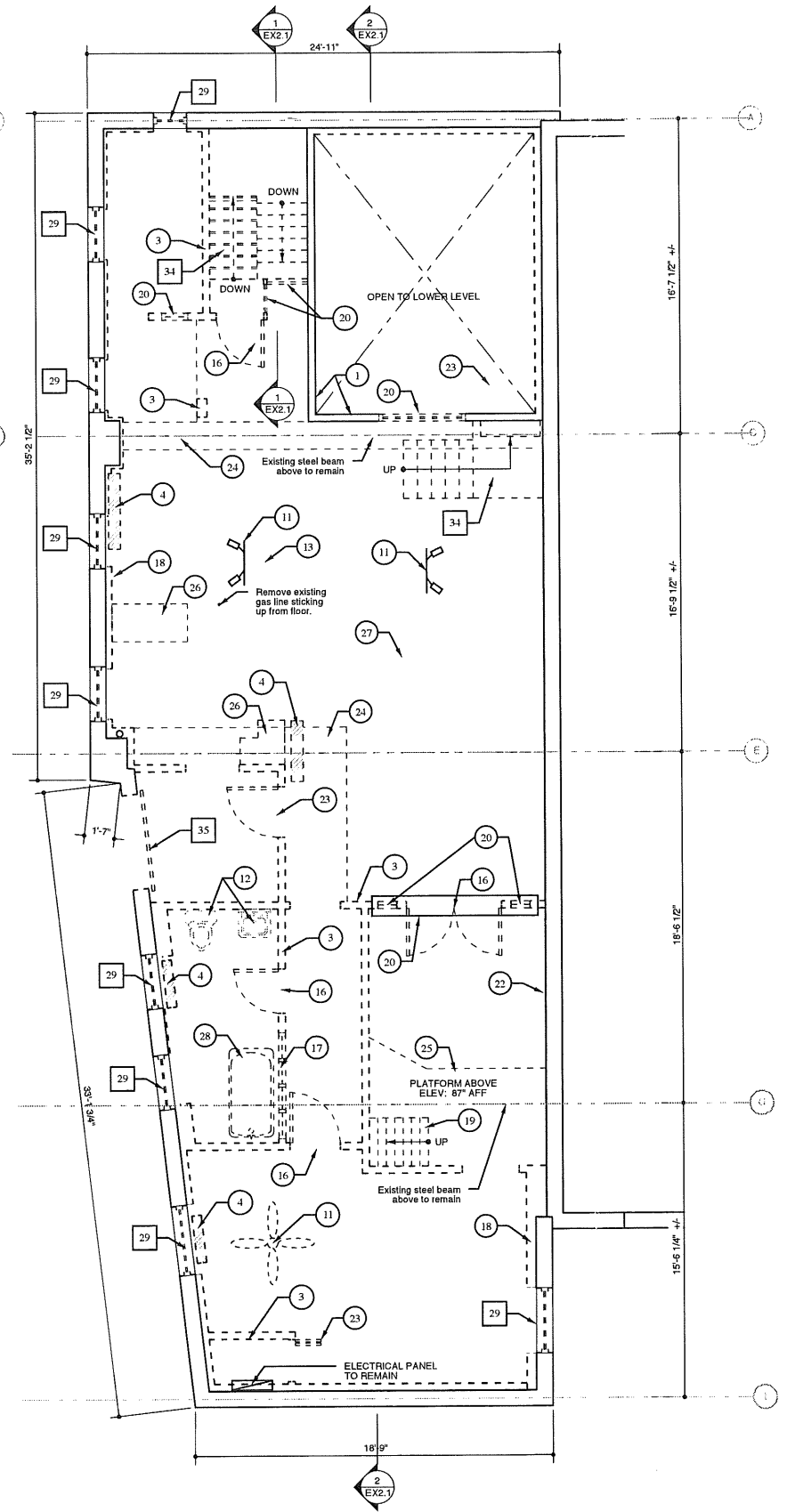
Notify architect immediately of unexpected conditions or deterioration, or discrepancies on the drawings.  
Provide temporary shoring and bracing as required.  
Coordinate areas to be demolished with construction drawings to determine extent of demo.  
Coordinate with mechanical drawings for items to be removed and/or relocated.  
Coordinate with electrical drawings for panels, fixtures, and wiring to be removed and/or relocated.  
Coordinate partial removal of plaster walls and ceiling finish to recess electrical wiring with electrical drawings.

**PHASE I**

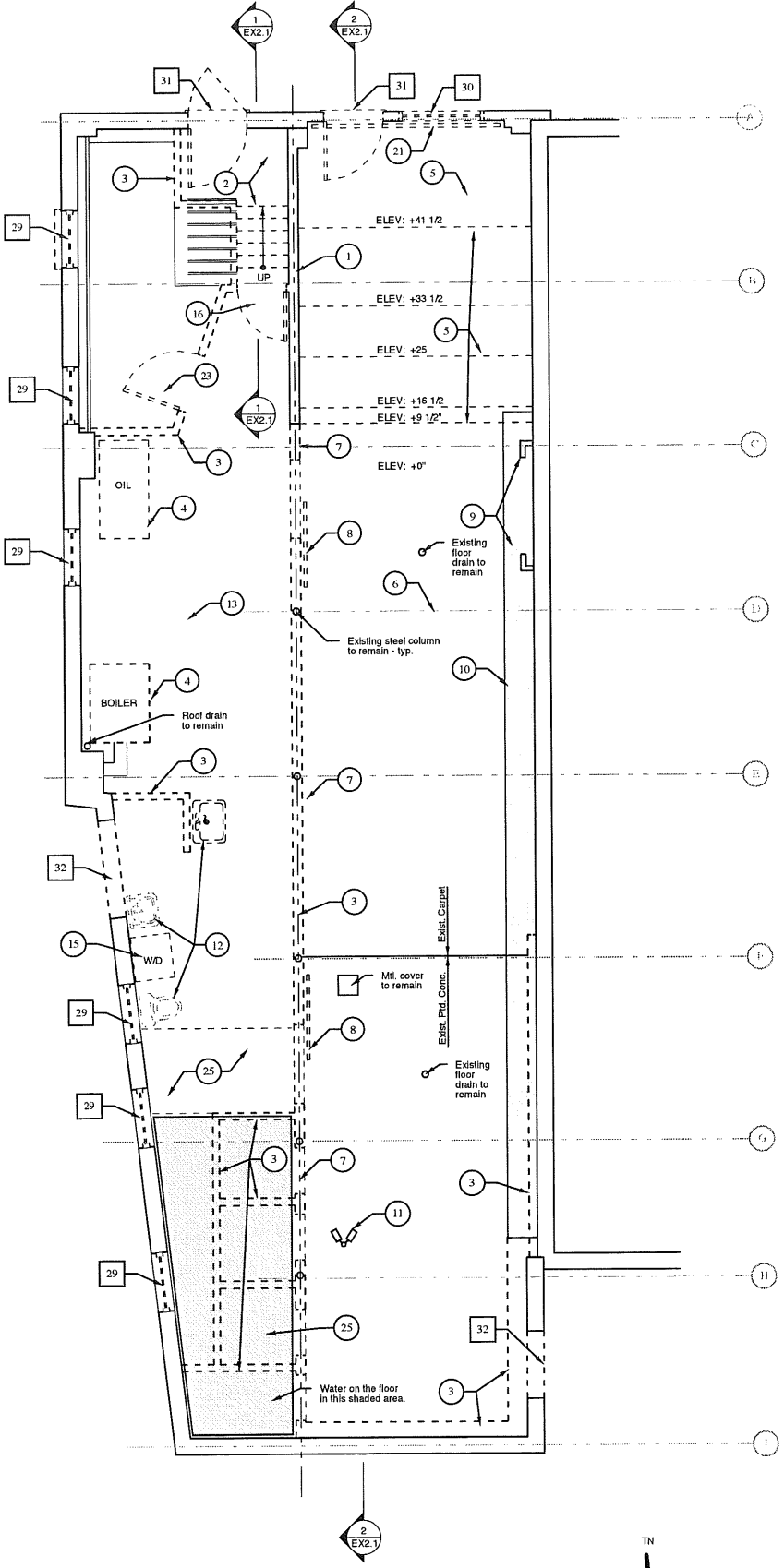
1. Remove interior finishes and insulation leaving only the wood studs.
2. Remove concrete stairs and landing to 1" below finish floor. Patch and finish smooth, level with existing finish floor. Prepare area for new 4" concrete slab if existing slab is not continuous under existing concrete stairs. Contractor shall provide a separate cost for removal.
3. Remove entire partition and moldings.
4. Remove oil tank, furnace, radiators and all lines associated with them.
5. Remove wood steps and all fasteners from concrete ramp. Patch and finish smooth, level with existing finish floor.
6. Remove existing carpet and adhesive and prepare for sealer.
7. Cut concrete curb down to 1" below finish floor. Patch and finish smooth, level with existing finish floor.
8. Remove sliding steel door and track; save for owners re-use.
9. Remove metal support brackets; save for owners re-use.
10. Remove 16" of finish ceiling and insulation if any.
11. Remove light fixtures, ceiling fans and any dead lines. Cap off live lines and secure with a junction box.
12. Remove plumbing fixtures and lines. Cap off plumbing lines at ceiling of lower level.
13. Remove all wood shelves and brackets within building envelope.
14. Remove partition and moldings down to loft/storage finish floor.
15. Remove stacked washer and dryer, vents and plumbing lines.
16. Remove interior door and frame; save for owners re-use.
17. Remove interior windows and frame; save for owners re-use.
18. Remove interior finishes and insulation along outside perimeter wall, leaving only the wood studs.
19. Remove wood stairs and landing.
20. Remove interior glazing, frame and trim.
21. Remove overhead door, frame and steel supports.
22. Remove carved panels; save for owners use.
23. Remove interior door, frame and trim.
24. Remove soffits to underside of roof structure.
25. Remove entire wood platform.
26. Remove base cabinets and counter top.
27. Remove the entire ceiling finishes (including hangers if any) and insulation.
28. Remove claw tub and save for owners re-use.

**PHASE II**

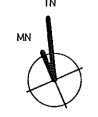
29. Remove exterior window frame trim and metal grills. Save metal grill for owners re-use.
30. Remove glazing and frame only.
31. Remove exterior door, frame and trim; save metal door and frame for owners re-use.
32. Remove a section of masonry wall for installation of a new door or window. Refer to plans for size and location.
33. Remove floor area, 6' +/- deep (confirm depth with architect) from south exterior wall and along the length of the space below.
34. Remove wood stairs and landing.
35. Remove overhead door, frame and steel supports.



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



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



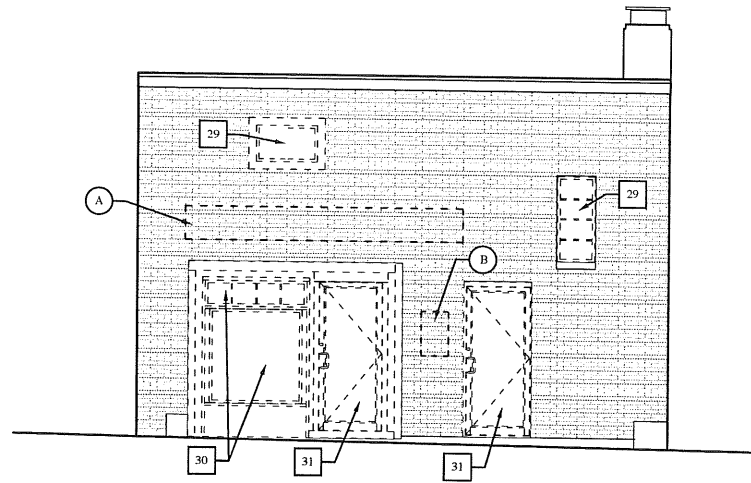
**Richard Renner Architects**  
133 South Main Street  
Shrewsbury, MA 01770  
508.651.2895  
508.651.0911 fax

**Consultants:**  
Mechanical Engineer  
8 Airport Square  
Portland, ME 04101  
207.432-1330  
Electrical Engineer  
J.G. B. Lighting Design, Inc.  
1000 Commercial St.  
Portland, ME 04101  
207.587.1323

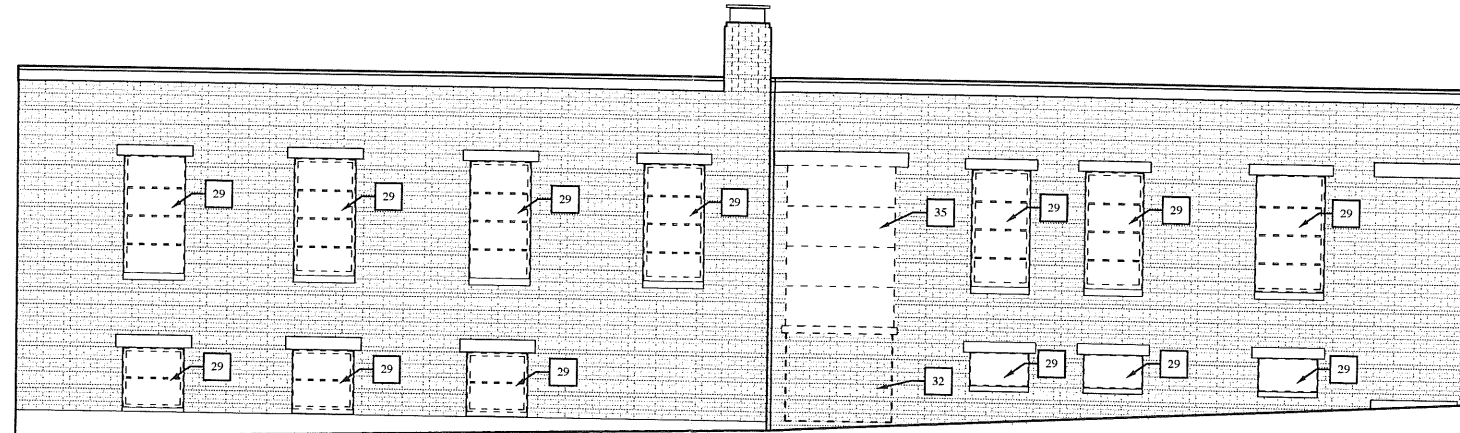
**35 Pleasant Street**  
Portland, ME

**Demolition Plan - Floor Plans**  
File Name: Plans-35 Pleasant-Demo  
Project No.  
Date: 06.16.06  
Drawn by: INL  
Scale: 1/4" = 1'-0"  
Revised:

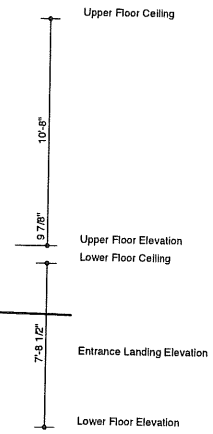
**D1.1**



6 South Elevation-Pleasant Street  
SCALE: 1/4" = 1'-0"



5 East Elevation-South Street  
SCALE: 1/4" = 1'-0"



**Demolition Notes**

Refer to sheet D1.1 for demolition notes related to the plans, elevations and sections respectively.

**PHASE I**

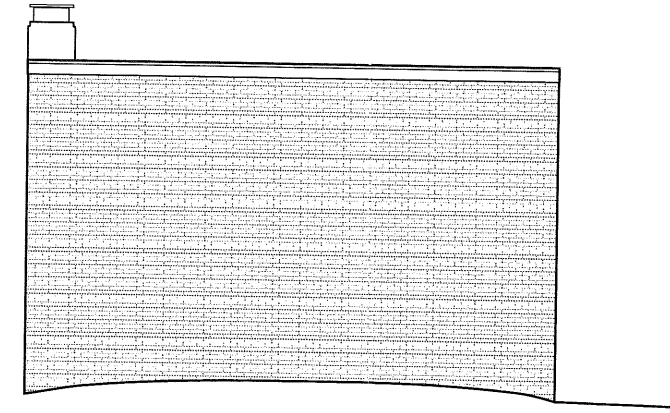
A. Remove existing sign, frame and fasteners. Fill holes with grout and trowel smooth with face of building.

B. Remove existing show board and fasteners. Fill holes with grout and trowel smooth with face of building.

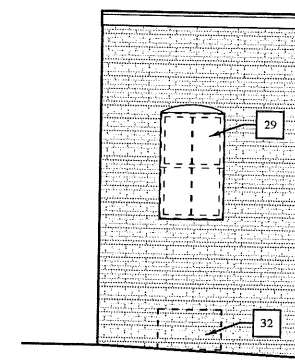
Refer to sheet D1.1 for demolition notes related to the plans, elevations and sections respectively.

**PHASE II** **NU**

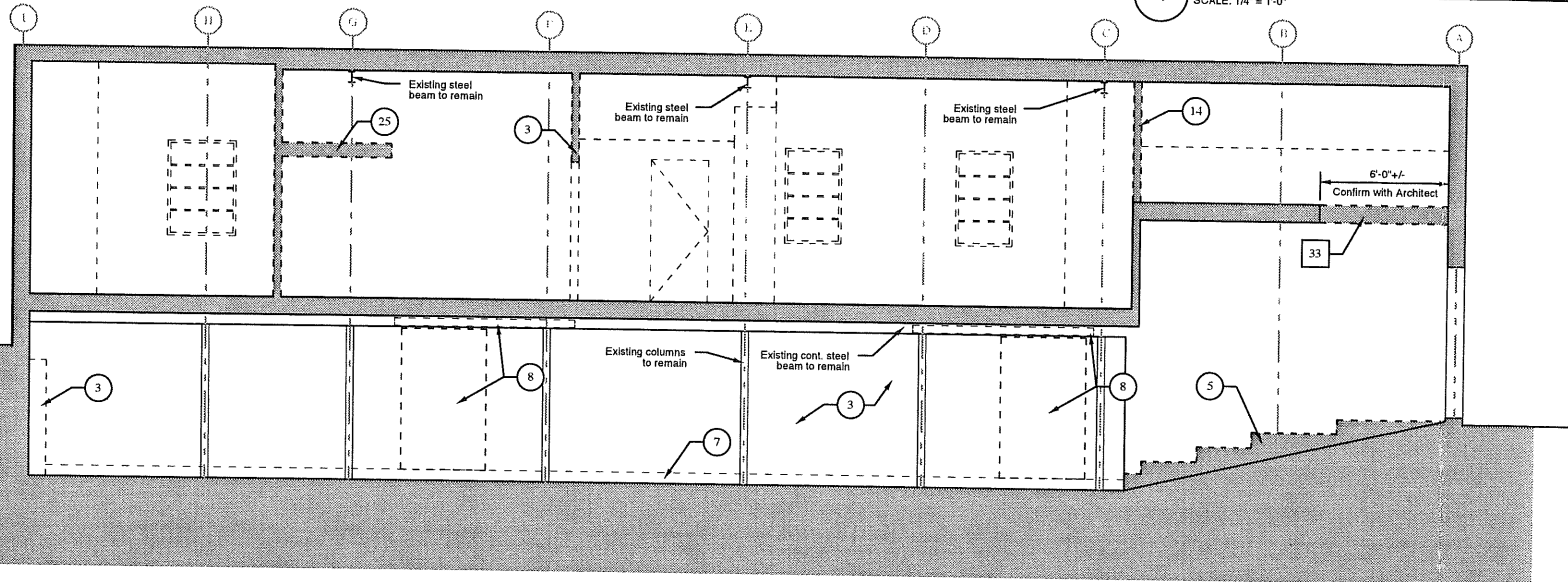
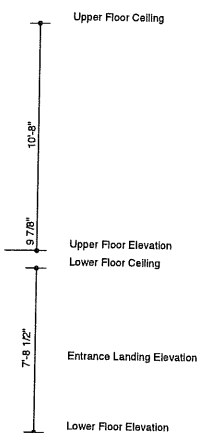
Refer to sheet D1.1 for demolition notes related to the plans, elevations and sections respectively.



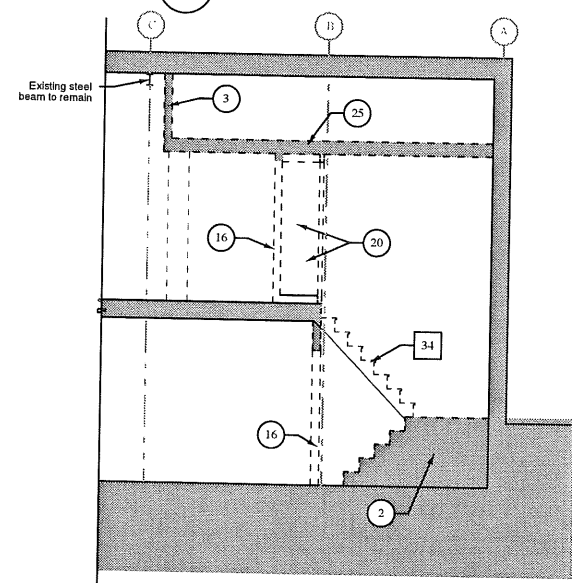
4 North Elevation  
SCALE: 1/4" = 1'-0"



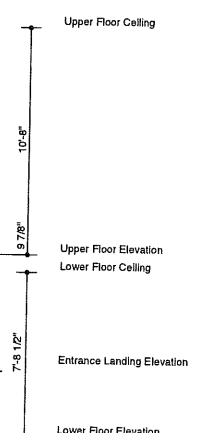
3 West Elevation  
SCALE: 1/4" = 1'-0"



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



1 Section  
SCALE: 1/4" = 1'-0"



**Richard Renner Architects**

133 South Main Street  
Sheeborn, MA 01770  
508.651.2385  
207.773.9855  
508.651.0911 fax

**Mechanical Engineer**  
Richard Renner Architects, Inc.  
6 Market Street  
Portsmouth, NH 03802  
603.435-4233

**Lighting Consultant**  
Richard Renner Architects, Inc.  
61 Pleasant Street  
Suite 105  
Portland, ME 04101  
207.773.9855  
207.773.9859 fax

**Structural Engineer**  
Richard Renner Architects, Inc.  
75 York Street  
Portland, ME 04101  
207.773.9855

**Electrical Engineer**  
Lee F. Carroll, P.E.  
1 Madison Avenue  
Portland, ME 04101  
603.468.5065

**35 Pleasant Street**  
Portland, ME

**Demolition Plan - Elevations and Sections**

Drawn by: NL File Name: Plans-35 Pleasant-Demo  
Scale: 1/4" = 1'-0" Project No.  
Date: 06.16.06 Revised:

**D1.2**

