

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

Permit Number: 061441

This is to certify that Richard Renner/Richard Renner Architects

has permission to Demo interior to prepare for interior re

AT 35 PLEASANT ST

039 F023001

PERMIT ISSUED

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State 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.

Classification of inspection must be given and when permission procured before this building or part thereof is used or service closed-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. Greg Cass

Health Dept. _____

Appeal Board _____

Other _____

Department Name

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: 06-1441	Issue Date: PERMIT ISSUED	CEB: 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: RS

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
Proposed Project Description: Demo interior to prepare for interior renovations		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>	
		Signature: <i>Greg Cragg</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	Zoning Approval
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<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"/> <i>OK w/ cond. has</i> Date: <i>10/5/06</i> <i>ABN</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 <i>ABN</i> Date: _____
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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) Contruction 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 & 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> <u>EXISTING</u>	Square Footage of Lot <u>2,096 ± SF</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>39</u> Block# <u>F 083</u> Lot# <u>PART OF 24-24</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 SPRUCE ST.</u> <u>PORTLAND, ME 04102</u> <u>207/773-9699</u>	Cost Of Work: \$ <u>10,000</u> Fee: \$ <u>44.00</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</u>		
Project description: <u>DEMOLITION OF INTERIOR FINISHES & NON-STRUCTURAL WALLS (PER ENGINEER'S REQUEST) PRIOR TO FINAL DESIGN OF RENOVATION & 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>		

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

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

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

Signature of applicant: <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.

371

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.

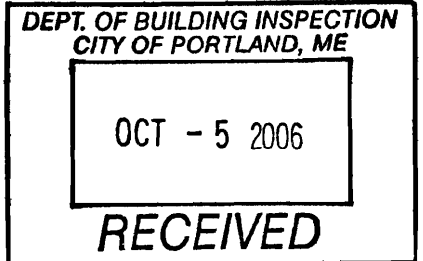
Please note that the building was recently purchased, and a new deed and property description are being filed at the Registry of Deeds. The property is part of Lots 21-24, Block F, Chart #39 at the Assessor's Office.

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.

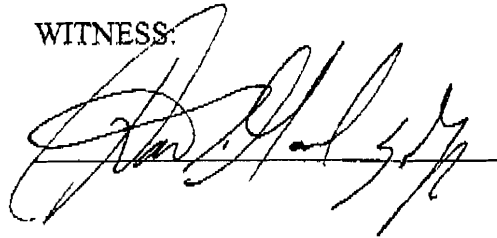
The above-described premises are also conveyed subject to that certain Party Wall Agreement dated of near or even date to be recorded herewith, and the easements, rights, benefits and terms thereof.

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:



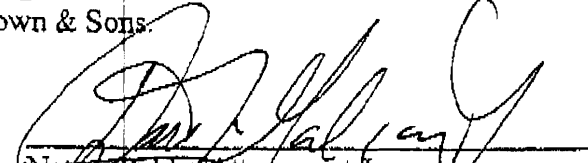
J.B. BROWN & SONS

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: _____

P:\dgalgay\JBBROWN\35PleasantStreet\Quitclaim Deed with Cov v3.doc

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.

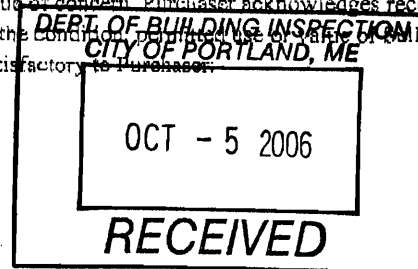
1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) n/a
2. PURCHASE PRICE: The total Purchase Price is Three Hundred Fifteen Thousand Dollars (\$315,000.00), with payment to be made as follows:

Earnest money deposit, in the form of a check, received on this date: <u>May 12, 2006</u>	<u>\$10,000.00</u>
Other: _____	_____
Other: _____	_____
Balance due at closing, in cash or certified funds:	<u>\$305,000.00</u>

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. In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
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. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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.
 - e. _____
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 value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser.



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__

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

Vincent P. Verano

Signature

01-0036030

Social Security # or Tax I.D. #

President

Name/Title, there unto duly authorized

[Signature]

Escrow Agent

Signature

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

Current Owner Information

Card Number 1 of 1
Parcel ID 039 F023001
Location 35 PLEASANT ST
Land Use RETAIL & PERSONAL SERVICE

Owner Address
 BROWN J B & SONS
 PO BOX 207
 PORTLAND ME 04112

Book/Page
Legal 39-F-23
 SOUTH ST 2-6
 & PLEASANT ST 35
 1449SF

Current Assessed Valuation

Land	Building	Total
\$78,100	\$72,700	\$150,800

Building Information

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

Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
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

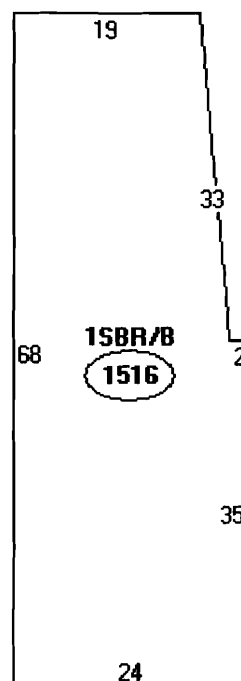
Height	Walls	Heating	A/C
8		HW/STEAM	NONE
8	BRICK/STONE	HW/STEAM	NONE
8	BRICK/STONE	HW/STEAM	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

Building Other Features

Line	Structure Type	Identical Units
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Yard Improvements

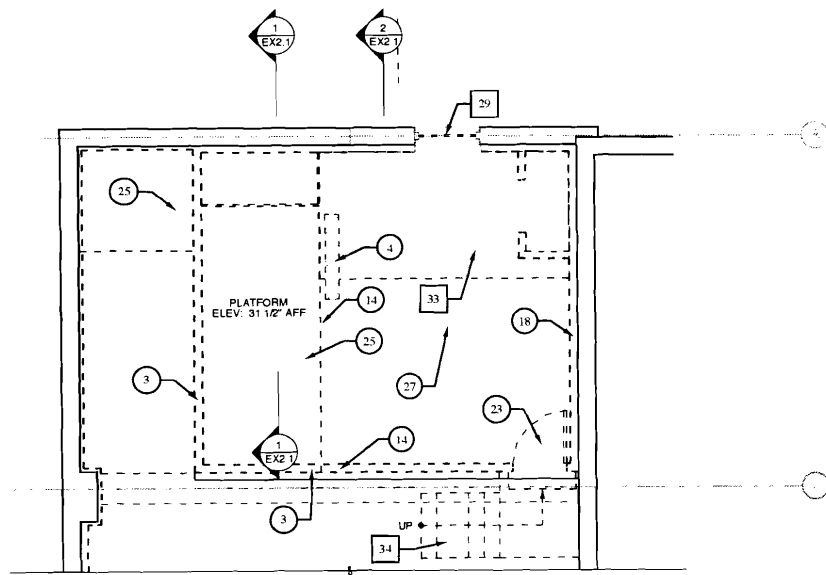
Year Built	Structure Type	Length or Sq. Ft.	# Units
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Descriptor/Area

A: 1SBR/B
1516 sqft





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

Demolition Notes

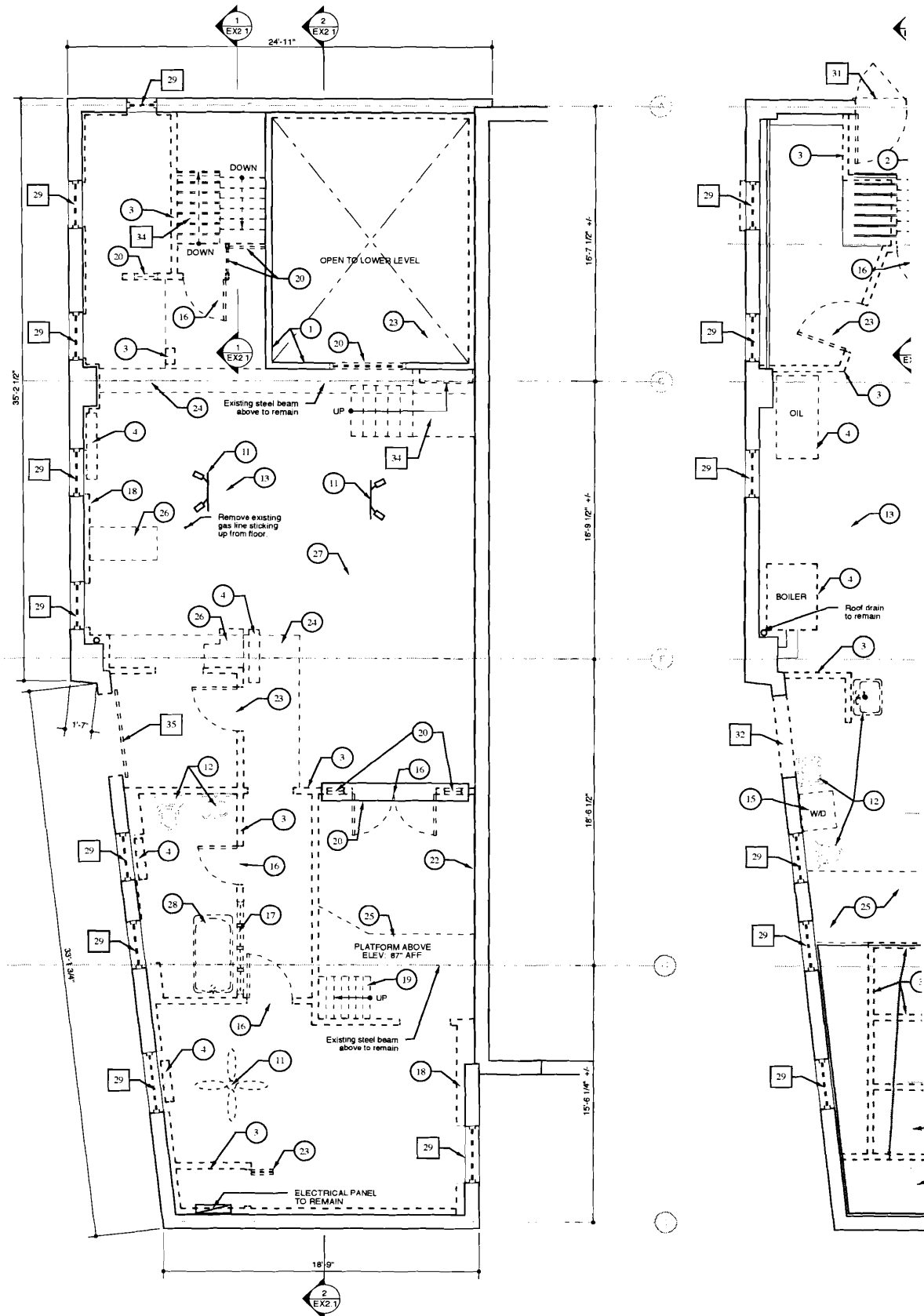
Notify architect immediately of unexpected conditions or deterioration, or discrepancies on the dwgs.
Provide temporary shoring and bracing as required.
Coordinate areas to be demolished w/ construction dwgs. to determine extent of demo.
Coordinate w/ mech. dwgs. for items to be removed and/or relocated.
Coordinate w/ elect. dwgs. 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 18" 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.

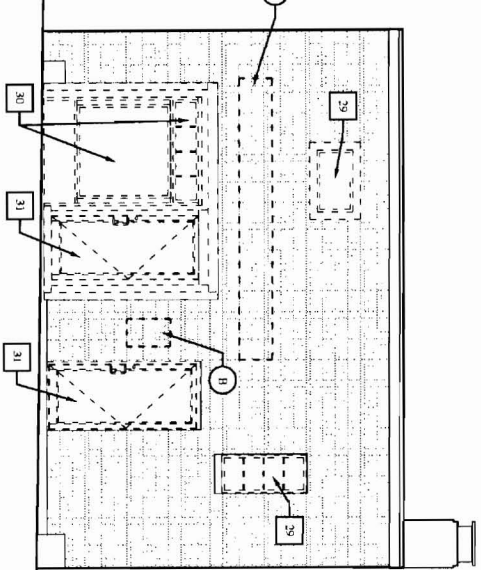
PHASE II

- 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"



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

Demolition Notes

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

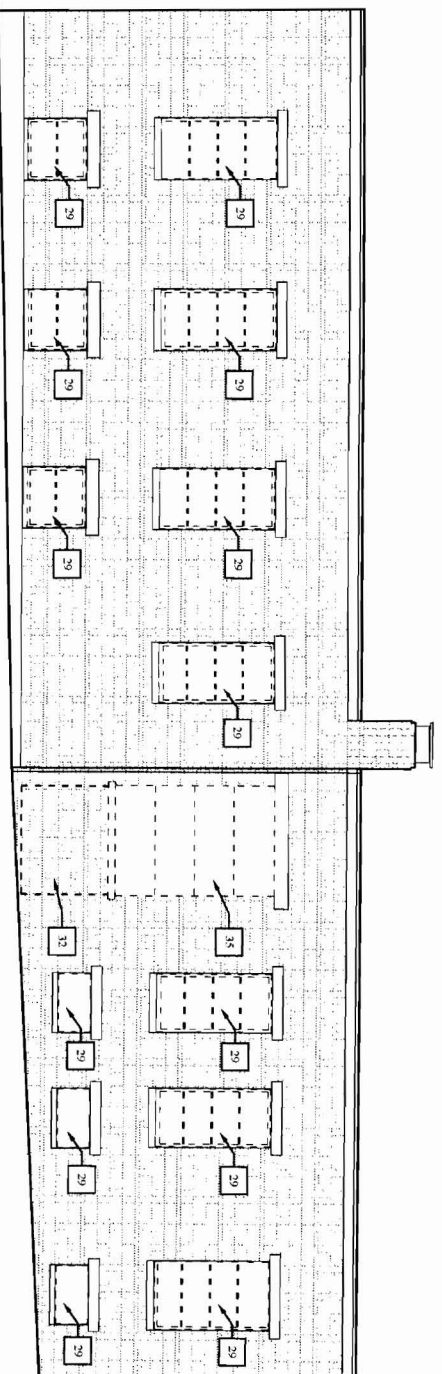
PHASE I:

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

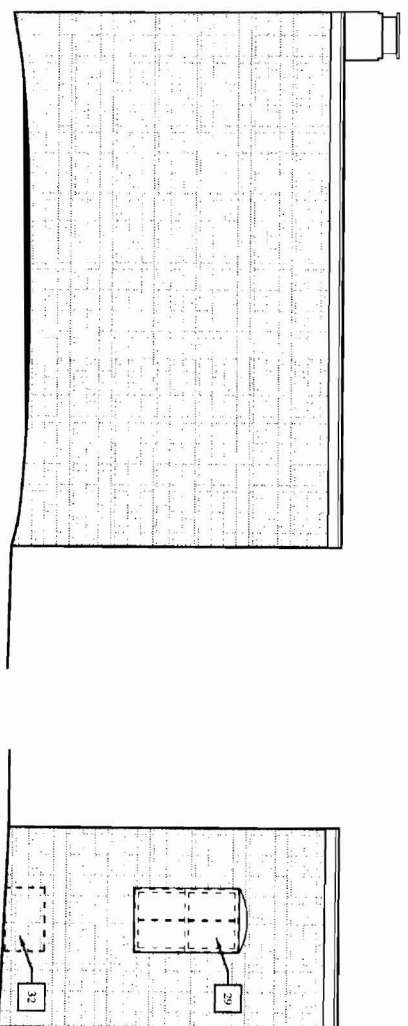
Refer to sheet D1.1 for demolition notes related to the plans, elevations and sections respectively.

PHASE II: **NIC**

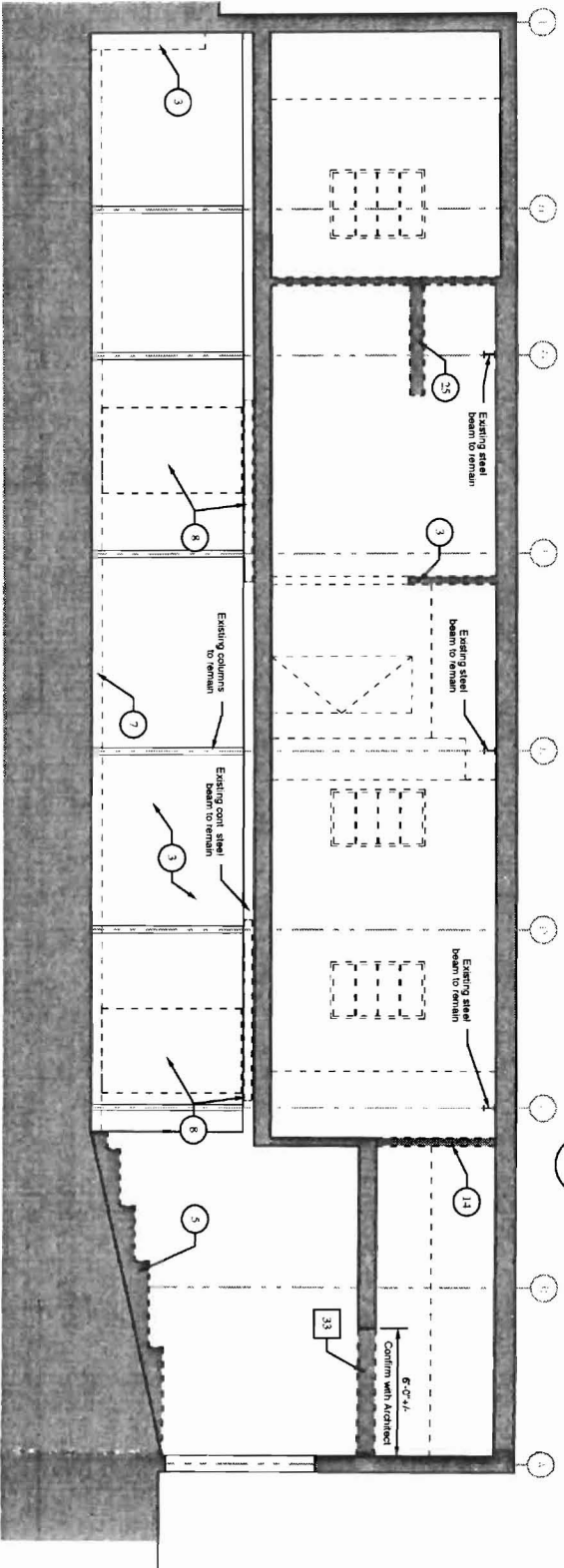
Refer to sheet D1.1 for demolition notes related to the plans, elevations and sections respectively.



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

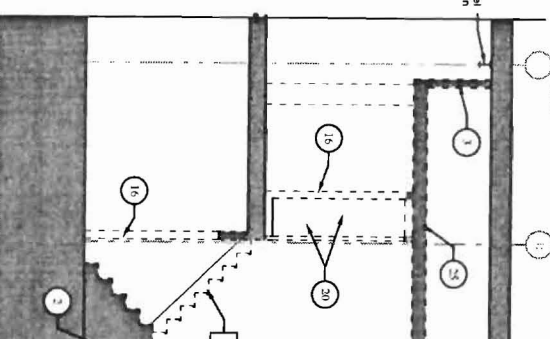


4 North Elevation
SCALE 1/4" = 1'-0"

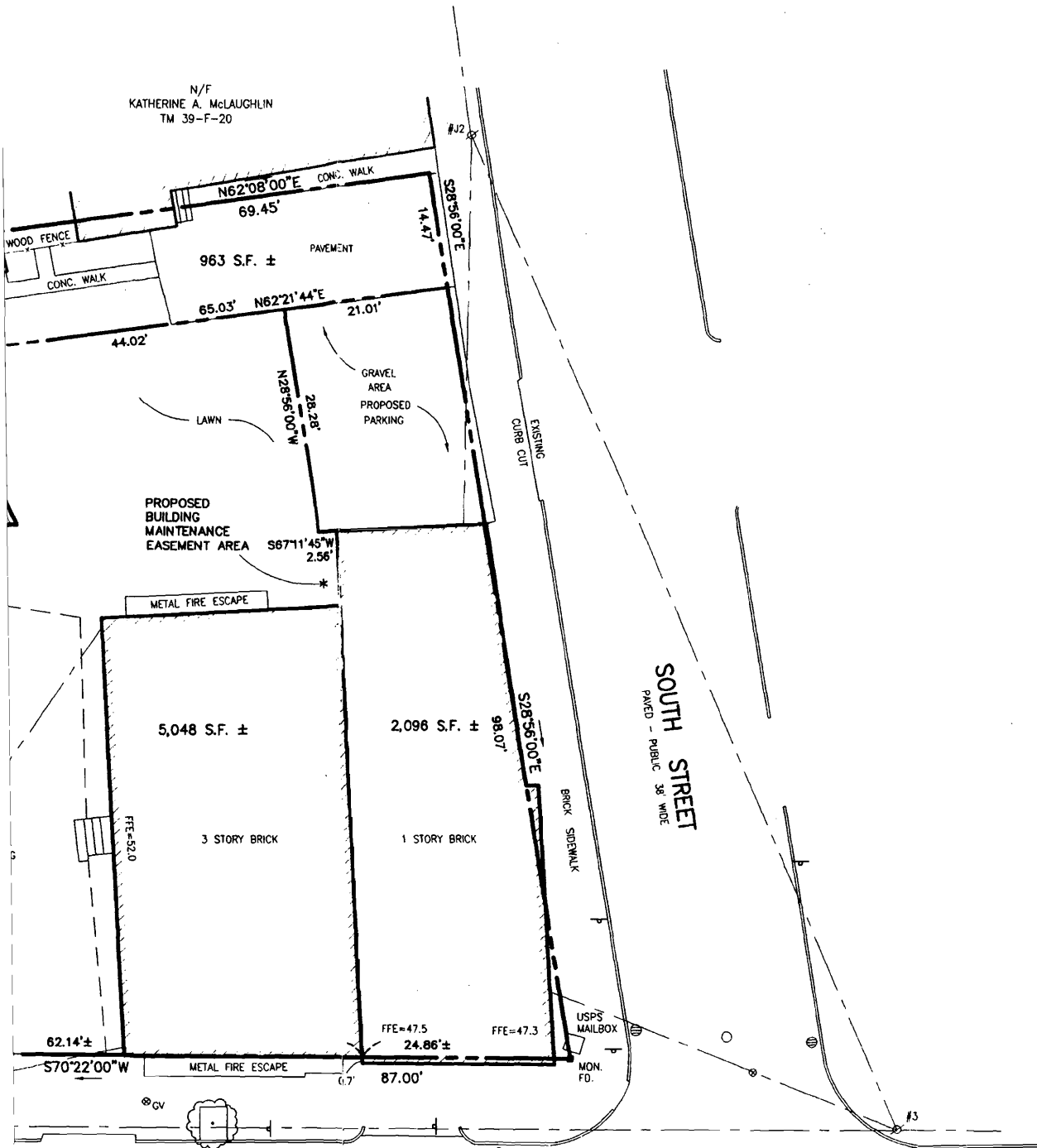
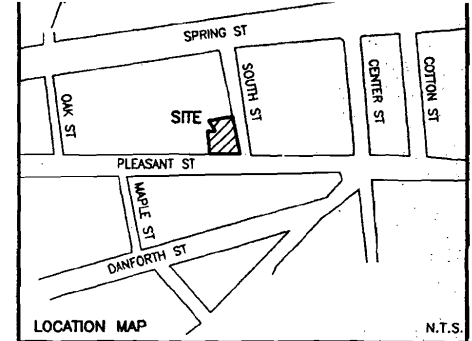


2 Section
SCALE 1/4" = 1'-0"

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



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



PLEASANT STREET

PAVED - PUBLIC 49.5' WIDE

SOUTH STREET
PAVED - PUBLIC 38' WIDE

CERTIFICATION:

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

8-29-06
DATE

WILLIAM C. SHIPPEN PLS #2118



BOUNDARY SURVEY

ON
PLEASANT STREET & SOUTH STREET
PORTLAND, MAINE

MADE FOR
J.B. BROWN & SONS

OWEN HASKELL, INC.

16 CASCO ST., PORTLAND, ME 04101 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By	WCS	Date	Job No.
Trace By	JLW	JULY 27, 2006	2006-168P
Check By	WCS	Scale	Drwg. No.
Book No.	1036	1" = 10'	

3 AND 24,
MAP 39.
OBSERVATION
THE AREA.
MENT AT THE
.03.
SUPPLIED BY