

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 061826

Please Read
Application And
Notes, If Any,
Attached

This is to certify that Richard Renner/Richard Renner Architectshas permission to Renovations to first and second floor-Existing structure for 1st and 2nd Floor - First Floor Office -Second Floor ResiAT 35 PLEASANT ST

039 F023001

PERMIT ISSUED

JAN 22 2007

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.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or services 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 CAS

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Oliver August 1/17/07
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: 06-1826	Issue Date:	CBL: 039 F023001
-----------------------	-------------	---------------------

Location of Construction: 35 PLEASANT ST	Owner Name: Richard Renner	Owner Address: 105 Spruce Street	Phone: 207-773-9699
Business Name:	Contractor Name: Richard Renner Architects	Contractor Address: 61 Pleasant St Portland	Phone: 2074439699
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B3

Past Use: Second Floor Dwelling unit and First Floor Retail	Proposed Use: First Floor Office second Floor Dwelling - Renovations to first and second floor-Establish Use for 1st and 2nd Floor - First Floor Office Second Floor Residential Dwelling unit	Permit Fee: \$1,795.00	Cost of Work: \$170,000.00	CEO District: 1
---	--	---------------------------	-------------------------------	--------------------

Proposed Project Description:
Renovations to first and second floor-Establish Use for 1st and 2nd Floor -
First Floor Office -Second Floor Residential Dwelling unit

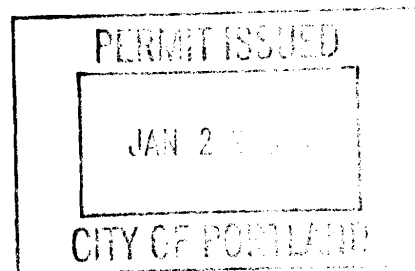
FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>R3/B</i> Type: <i>3B</i> <i>2 hrs separation 6.1.14.4</i> <i>1/16/07</i>
Signature: <i>Caro Cass</i>	Signature: <i>[Handwritten Signature]</i>

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

Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 12/27/2006	Zoning Approval	
-----------------------------	---------------------------------	------------------------	--

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



Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>12/28/06</i> <i>ABM</i>	Date: _____	Date: <i>ABM</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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1826	Date Applied For: 12/27/2006	CBL: 039 F023001
-----------------------	---------------------------------	---------------------

Location of Construction: 35 PLEASANT ST	Owner Name: Richard Renner	Owner Address: 105 Spruce Street	Phone: 207-773-9699
Business Name:	Contractor Name: Richard Renner Architects	Contractor Address: 61 Pleasant St Portland	Phone: (207) 443-9699
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: First Floor Office (professional) second Floor Dwelling - Renovations to first and second floor-Establish Use for 1st and 2nd Floor - First Floor Professional Office Second Floor Residential Dwelling unit	Proposed Project Description: Renovations to first and second floor-Establish Use for 1st and 2nd Floor - First Floor Office -Second Floor Residential Dwelling unit
--	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 12/28/2006

Note: **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) With the issuance of this permit and the certificate of occupancy this property will be a professional office on the first floor and one dwelling unit on the second floor. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 01/17/2007

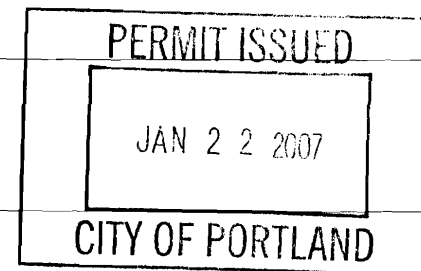
Note: **Ok to Issue:**

- 1) 2. Structural details and fire rating with UL listing of the existing vertical wall that separates the high space at the office entry from the apartment must be provided for approval prior to construction. This wall must have a 2-hour rating.
- 2) 3. A fire separation assembly penetration plan demonstrating compliance with Section 712 of the 2003 IBC Must be provided and approved prior to construction .
- 3) 4. A detail showing the typical stair nosing in the office must be provided. The nosings must comply with Section 1009.3.2 of the 2003 IBC
- 4) 5. A limited special inspections statement is required for Steel reinforcement in the project. This must be provided prior to construction.
- 5) 6. Required Guards for the Business Use Group must be 42" in height with openings less than 4", with graspable rails from 34" to 38" within both sides of the guards"
- 6) 1. Structural details of the entry floor above the existing ramp at the lower level must be provided for approval prior to construction.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 01/02/2007

Note: **Ok to Issue:**

- 1) 2 Hour separation between Apartment and Business NFPA 101 6.1.14.4
- 2) Size of project requires structure to meet NEW provisions of NFPA 101

**Comments:**

1/10/2007-ldobson: From MJN The following are issues that need to be addressed:

- 1) Stair risers are not specified, they are implied with the note to verify in field. We need a commitment that they will not exceed 7" in the commercial space.
- 2) The nosings shown on the commercial Stairs are not allowed (see Section 1009.3.2)

Location of Construction: 35 PLEASANT ST	Owner Name: Richard Renner	Owner Address: 105 Spruce Street	Phone: 207-773-9699
Business Name:	Contractor Name: Richard Renner Architects	Contractor Address: 61 Pleasant St Portland	Phone (207) 443-9699
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

3) How will the roof be used, also would like to discuss the ladder access.

4) Need more construction details.

5) Have questions about the continuity in the 2 hour fire separation.

1/12/2007-Idobson: Meeting On Tuesday w/ Owner MJN



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 PUEBANT ST., PORTLAND ME 04101</u>		
Total Square Footage of Proposed Structure <u>3,000 SF EXISTING</u>		Square Footage of Lot <u>2,096 SF</u>
Tax Assessor's Chart, Block & Lot Chart# <u>39</u> Block# <u>F</u> Lot# <u>23 PART OF 21-24</u>	Owner: <u>RICHARD RENNOR</u>	Telephone: <u>207-773-9699</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>RICHARD RENNOR</u> <u>105 SPAUCE ST.</u> <u>PORTLAND ME 04102</u> <u>207-773-9699</u>	Cost Of Work: \$ <u>170,000</u> Fee: \$ <u>1795</u> C of O Fee: \$ <u>75</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>Change of Use (Est: Use)</u> <u>RENOVATION TO UPGRADE EXISTING DWELLING UNIT</u> <u>AND CONVERT STORE TO OFFICE</u> <u>office 1st floor Renovation to apartment 2nd flr</u>		
Contractor's name, address & telephone: <u>RICHARD RENNOR ARCHITECTS, 61 PUEBANT ST., SUITE 105, PORTLAND, ME 04101 773-9699</u> Who should we contact when the permit is ready: <u>RICHARD RENNOR</u> Mailing address: _____ Phone: <u>207-773-9699</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 874-8700.

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>12.22.06</u>
--	-----------------------

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



Maine Department of Environmental Protection
Lead & Asbestos Hazard Prevention Program

17 State House Station, Augusta, Me 04333-0017

Tel: (207) 287-2651 Fax: (207) 287-7826



Building Demolition Notification Form (BDNF)

Important Notice: Maine law requires the filing of this "Building Demolition Notification Form" prior to demolition of any building except a single-family home

1) Building owners are required to provide this notification of the demolition of a building to the DEP at least 5 working days prior to the demolition. This notification is not required before the demolition of a single-family residence or related structure (e.g., garage, shed, barn). It is also not required if previous notification of the demolition has been provided to the DEP as part of an asbestos abatement project notification. **Demolition** means the tearing down or intentional burning of a building or part of a building.

2) Prior to demolition, building owners must determine if there is any asbestos-containing material(s) (ACM) in the building. An "asbestos inspection" by a DEP-licensed Asbestos Consultant is required for all buildings except single-family homes and residential buildings with 2-4 units built after 1980. In lieu of an asbestos inspection, pre-1981 residential buildings with 2-4 units can be surveyed to identify possible ACM by someone knowledgeable about ACM, such as a code enforcement officer or building inspector. If materials that may contain asbestos are found, then you can either assume they are ACM or hire a DEP-licensed Asbestos Consultant to test the materials.

3) Whenever more than 3 square feet or 3 linear feet of ACM is identified, the ACM must be abated in accordance with the *Maine Asbestos Management Regulations* by a DEP-licensed Asbestos Abatement Contractor. This includes materials presumed to be ACM. Check www.state.me.us/dep/rwm/asbestos/index.htm for a listing of asbestos contractors.

Prior to issuing a local demolition permit, the DEP requests that municipalities have applicants for municipal demolition permits complete this form and fax it to the DEP at 207-287-7826. Municipalities should not issue local demolition permits if the required asbestos inspection or survey has not been performed and identified ACM removed.

Were asbestos-containing materials found? yes no no inspection or survey required (post-1980 2-4 unit)

property address: 35 PLEASANT STREET PORTLAND, ME 04101	building description: <input type="checkbox"/> pre-1981 residential with 2-4 units <input type="checkbox"/> post-1980 residential with 2-4 units <input checked="" type="checkbox"/> other: PRE-1981 COMMERCIAL/RESIDENTIAL
asbestos survey performed by: (name & address) ENVIRONMENTAL SAFETY & HYGIENE ASSOCIATES INC. 5 DELTA DRIVE, WESTBROOK, ME 04092	asbestos inspection performed by: (name of licensed Asbestos Consultant) MARK COLEMAN (A1-0088)
telephone: 207-854-2711	telephone: 207-854-2711
property owner: (name & address) RICHARD RENNER 105 SPRUCE ST., PORTLAND ME 04101	demolition contractor: (name & address) ABATEMENT PROFESSIONALS 590 COUNTY RD. SUITE 2 WESTBROOK, ME 04092
telephone: 207-773-9699	telephone: 207-773-1276
demolition start date: 11-27-06	demolition end date: 12-11-06

Notification Submitted by: (please print)

Date Submitted

Help save Maine fisheries – Remove and recycle mercury thermostats and fluorescent lamps from your building prior to demolition!

FROM DESIGNER: RICHARD RENNER ARCHITECTS
 DATE: 12/27/06
 Job Name: 35 PLEASANT STREET
 Address of Construction: 35 PLEASANT ST. PORTLAND ME 04101

2003 International Building Code

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

Building Code and Year IBC 2003 Use Group Classification(s) B/R-3

Type of Construction III B

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC NO

Is the Structure mixed use? YES if yes, separated or non separated (see Section 302.3) SEPARATED

Supervisory alarm system? NO Geotechnical/Soils report required? (See Section 1802.2) NO

STRUCTURAL DESIGN CALCULATIONS		<u>NO</u>	Live load reduction (1603.1.1, 1607.9, 1607.10)
<u>COMPLETED</u>	Submitted for all structural members (108.1, 108.1.1)	<u>40 PSF</u>	Roof live loads (1603.1.2, 1607.11)
DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1603)		<u>60</u>	Roof snow loads (7603.7.3, 1608)
Uniformly distributed floor live loads (7603.11, 1607)		<u>46</u>	Ground snow load, P_g (1608.2)
Floor Area Use	Loads Shown	<u>1.0</u>	If $P_g > 10$ psf, flat-roof snow load, P_f (1608.3)
<u>RESIDENTIAL</u>	<u>40 PSF</u>	<u>1.0</u>	If $P_g > 10$ psf, snow exposure factor, C_e (Table 1608.3.1)
<u>BUSINESS</u>	<u>50 PSF</u>	<u>1.0</u>	If $P_g > 10$ psf, snow load importance factor, I_s (Table 1604.5)
		<u>1.1</u>	Roof thermal factor, C_t (Table 1608.3.2)
		<u>NA</u>	Sloped roof snowload, P_s (1608.4)
Wind loads (1603.1.4, 1609)			Seismic design category (1616.3)
<u>SIMPLIFIED</u>	Design option utilized (1609.1.1, 1609.6)		Basic seismic-force-resisting system (Table 1617.8.2)
<u>100</u>	Basic wind speed (1609.3)		Response modification coefficient, R , and deflection amplification factor, C_d (Table 1617.8.2)
<u>1.0</u>	Building category and wind importance factor, I_w (Table 1604.5, 1609.5)		Analysis procedure (1616.8, 1617.5)
<u>B</u>	Wind exposure category (1609.4)		Design base shear (1617.4, 1617.5.1)
<u>± 0.18</u>	Internal pressure coefficient (ASCE 7)		
<u>-18.7 PSF</u>	Component and cladding pressures (1609.1.1, 1609.6.2.2)		
<u>15.9, 10.5 PSF</u>	Main force wind pressures (7603.1.1, 1609.6.2.1)		
Earthquake design data (1603.1.5, 1614-1623)			Flood loads (1603.1.6, 1612)
<u>NA</u>	Design option utilized (1614.1)	<u>NA</u>	Flood hazard area (1612.3)
	Seismic use group ("Category") (Table 1604.5, 1616.2)	<u>NA</u>	Elevation of structure
	Spectral response coefficients, S_{DS} & S_{D1} (1615.1)		Other loads
	Site class (1615.1.5)	<u>NA</u>	Concentrated loads (1607.4)
			Partition loads (1607.5)
			Impact loads (1607.8)
			Misc. loads (Table 1607.8, 1607.8.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: RICHARD RENNER ARCHITECTS
Address of Project: 35 PLEASANT STREET
Nature of Project: INTERIOR RENOVATION AND EXTERIOR
REPAIR TO CREATE NEW OFFICE AND
RESIDENTIAL SPACE.

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.

Signature: 

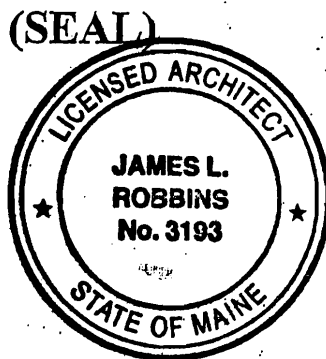
Title: ARCHITECT

Firm: RICHARD RENNER ARCHITECTS

Address: 61 PLEASANT ST.

PORTLAND, ME 04101

Phone: 207-773-9699



NOTE: If this project is a new Multi Family Structure of 4 units or more, this project must also be designed in compliance with the Federal Fair Housing Act. On a separate submission, please explain in narrative form the method of compliance.

Richard Renner | Architects

61 Pleasant Street
Suite 105
Portland ME 04101
207.773.9699
207.773.9599 fax

133 South Main Street
Sherborn MA 01770
508.651.2385
508.651.0911 fax

Fax Cover Sheet

To: Department of Inspections, City of Portland

Project: 35 Pleasant Street

Project No.: 2006-08.00

Fax No.: 207-874-8716

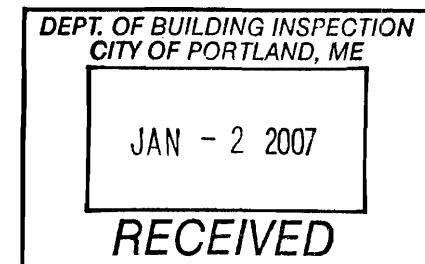
Voice No.:

Date/Time: 1/2/2007
10:37:06 AM

From: Richard Renner

Regarding: Copy of 35 Pleasant Street deed and Purchase-Sale Agreement for Building Permit
Application, 35 Pleasant Street renovations

This fax contains 7 page(s), including the cover page.



Copy to:

Fax No. 207-874-8716

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.

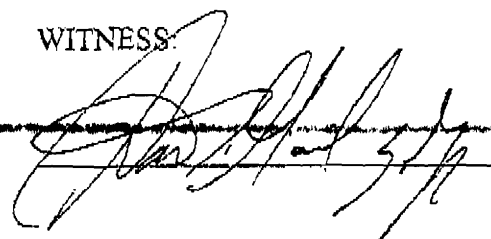
The above-described premises are also conveyed subject to that certain Party Wall Agreement dated of near or even date to be recorded herewith, and the easements, rights, benefits and terms thereof.

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.

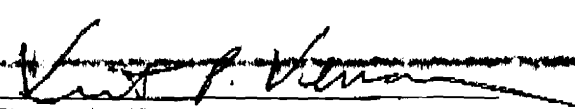
This conveyance is made subject to all utility easements which serve the premises, zoning and building restrictions, other easements, obligations, conditions and restrictions described above and of record to which the Grantee, by acceptance of this deed, hereby agrees, and real estate taxes which the 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:



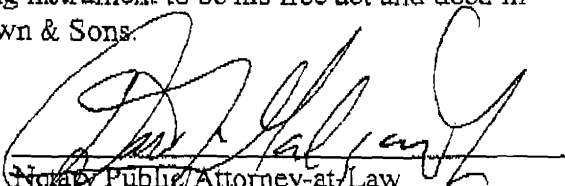
J.B. BROWN & SONS

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, Maine, ~~City of Portland, State of Maine, described as follows: 3,022 +/- SE 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 earnest money and without 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 items of concern. Purchaser acknowledged 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 Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	h. Bats	<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 A. Brown

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.

Copyright © 2004 All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM: RICHARD RENNER ARCHITECTS

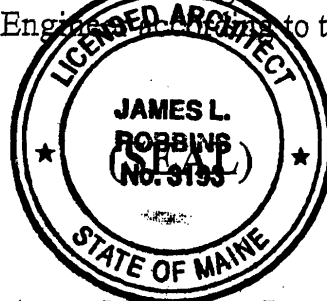
RE: Certificate of Design

DATE: 12/27/06

These plans and / or specifications covering construction work on:

35 PLEASANT STREET

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



As per Maine State Law:

\$50,000.00 or more in new construction, repair
expansion, addition, or modification for
Building or Structures, shall be prepared by a
registered design Professional.

Signature: [Handwritten Signature]

Title: ARCHITECT

Firm: RICHARD RENNER ARCHITECTS

Address: 61 PLEASANT ST.
PORTLAND, ME 04101

