

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 12 Deering St.		Owner: *** Danial & Jennifer Drilon		Phone: *** 775-2495		Permit No: 001195			
Owner Address: 12 Deering St.		Lessee/Buyer's Name:		Phone:		BusinessName:			
Contractor Name:		Address:		Phone:		Permit Issued: 0024			
Past Use: Multi Family		Proposed Use: Multi Family		COST OF WORK: \$ 0.		PERMIT FEE: \$100.00			
				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: R-2 Type: 5B BOCA 99			
		<i>7 unit</i>		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>			
Proposed Project Description: Conversion from 7 unit Apt. to 4 unit Condominium <i>Change of Use</i>				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>				Zone: CBL: 046 D-011 Zoning Approval: <i>[Signature]</i> 10/17/00 <input checked="" type="checkbox"/> 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"/>	
Permit Taken By: Jodine		Date Applied For: October 3, 2000 GG						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	

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

CERTIFICATION

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

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: October 3, 2000 PHONE: _____

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

PERMIT ISSUED WITH REQUIREMENTS

Historic Preservation
 Not in District or Landmark
 Does Not Require Review
 Requires Review
 Action: *No exterior alterations approved w/ this permit.*
 Approved
 Approved with Conditions
 Denied
 Date: *10/17/00*
[Signature]
PERMIT ISSUED WITH REQUIREMENTS
WCEO DISTRICT 2



Certificate of Occupancy

LOCATION 12 DEERING STREET UNIT 3 CBL: 046-D-011

Issued to **TERRY MCEVOY**

Date of Issue **JANUARY 2, 2001**

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. **001195**, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

UNIT 3

APPROVED OCCUPANCY

**USE GROUP R3
TYPE 3B
MULTIPLE SINGLE FAMILY DWELLING
CONDOMINIUM**

Limiting Conditions:

NOT TO CONSTRUE BUILDING CODE COMPLIANCE.

CHANGE OF OWNERSHIP ONLY.

This certificate supersedes certificate issued

Approved:

1/2/2001

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

21/02/01
TTP

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTE**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 (include Portion of Building): <i>12 Deering St.</i>	
Total Square Footage of Proposed Structure: <i>4600</i>	Square Footage of Lot: <i>4950</i>
Tax Assessor's Chart, Block & Lot Number: Chart# <i>046</i> Block# <i>D</i> Lot# <i>011</i>	*Owner: <i>DANIEL + JENNIFER DRILON</i> *Telephone#: <i>207-775-2495</i>
Owner's Address: <i>12 Deering St. Portland, MAINE</i>	Lessee/Buyer's Name (If Applicable): Cost Of Work: <i>\$3000</i> Fee: <i>\$3000</i>
Proposed Project Description: (Please be as specific as possible) <i>CONVERSION FROM 7-UNIT Apt bldg. to 4-UNIT CONDOMINIUM</i>	
Contractor's Name, Address & Telephone	Rec'd By
Current Use: <i>7-UNIT APT</i>	Proposed Use: <i>4-UNIT CONDOMINIUM</i>

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

** IF Available also
Submit Plans on
ADOBE OR CAD FORMS*

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

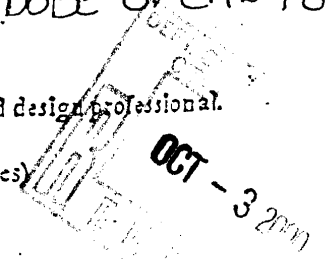
Certification

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/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: <i>[Signature]</i>	Date: <i>10/2/2000</i>
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum



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BUILDING PERMIT REPORT

DATE: 4 October 2009 ADDRESS: 12 Deering ST CBL: 046-D-011

REASON FOR PERMIT: Conversion of 7 APTS. To 4 Condos

BUILDING OWNER: The Drilon's

PERMIT APPLICANT: _____ /CONTRACTOR SAO

USE GROUP: R-2 CONSTRUCTION TYPE: 53 CONSTRUCTION COST: _____ PERMIT FEES: \$1000

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: *1 *10 *11 *16 *17
*18 *19 *27 *29 *34 *37 15

- ~~1~~ 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- 2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
- 3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
- 5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
- 6. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
- 9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- ~~10~~ 10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- ~~11~~ 11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B,H-4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
- 12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
- ~~15~~ 15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508)mm, and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
- ~~16~~ 16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
- ~~17~~ 17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
- ~~18~~ 18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1) w/ smoke protection

10/3

- *19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
- 20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
- 21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- 22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
- 24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
- 26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- *27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 28. All requirements must be met before a final Certificate of Occupancy is issued.
- *29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
- 30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 31. Please read and implement the attached Land Use Zoning report requirements.
- 32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
- 33. Bridging shall comply with Section 2305.16.
- *34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
- 35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- 36. All flashing shall comply with Section 1406.3.10.
- *37. IF any renovations are to be made a separate permit shall be obtained showing this work.

[Signature]
 P. Samuel Hoffses, Building Inspector
 Cc: Lt. McDougall, PFD
 Marge Schmuskal, Zoning Administrator
[Signature]

PSH 10/1/00

****This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

****THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD.**

******ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

*******CERTIFICATE OF OCCUPANCY FEE \$50.00**

Condominium Conversion Permit Application, continued

PART III

PROJECT DATA

1. Assessor's reference, Chart, Block; Lot: _____
2. Number of units before conversion:
4 units with 1 bedroom;
3 units with 2 bedrooms;
_____ units with 3 or more bedrooms;
3. Monthly rent (range)
(specify with or without util.)
500-550, heat incl.
600-800, heat incl.

4. Number of units after conversion:
2 units with 1 bedroom;
1 units with 2 bedrooms;
1 units with 3 or more bedrooms;
5. Purchase Price (range)
60,000 - 109,000

165,000
6. Length of time building owned by applicant? SINCE April /60
7. Are any building improvements, renovations, or modifications being made associated with this conversion that require a Building, Plumbing, Electrical, or Heating Permit
Yes _____ No X (Please circle applicable permit type.)
8. Type and cost of building improvements associated with this conversion that do not require permits:
\$30,000 exterior walls, windows, doors, roof
\$ _____ insulation
\$60,000 interior cosmetic (wall/floor/refinishing, etc.)
\$5,000 other (specify) parking lot repavement
_____ none

9. For each converted rental unit supply the following information on last tenants prior to conversion:

Unit Number: (1) (2) (3) (4) (5) (6) (7) 8 9 10

- a) Length of occupancy- ← MONTH TO MONTH →
- b) Age of head of household- 25
- c) Number of children- 0
- d) Number of persons ages 60 or over- 0
- e) Will tenant purchase unit? N/A
- f) If not, was (or will) relocation payment (be) made? N/A
- g) If moving, check destination below:
 - i) Same Neighborhood- _____
 - ii) Elsewhere in Portland- _____
 - iii) Out of Portland- _____
 - iv) Unknown- _____

046 D-011

Daniel Drilon
TWELVE DEERING STREET CONDOMINIUM
12 Deering Street
Portland, maine 04101
207-775-2495

October 2, 2000

Ms. Marge Schmuckal
Zoning Administrator
CITY OF PORTLAND
389 Congress Street
Portland, Maine 04101

RE: Twelve Deering Street Condominium
Condominium Conversion Permit Application

Dear Marge:

Enclosed please find our applications for Condominium Conversion Permit & Change of Use. As you know, we are taking a 7-unit apartment and converting it into 4 condominium units.

You and I have been in communication about the goings on here at 12 Deering (you've been very helpful, thanks). We have made application (and received permit) for the only item that required permit and review thus far, which is the fire escape. For that, we had Lt. McDougal, the fire chief, out to walk through and advise us about what was required. I've also worked with Bill Needleman from historical preservation come by to give us the guidelines. I've spoken to you several times about the required drawings and permit issues. The only thing we seemed to have failed to do is actually submit this Conversion Permit.

I don't know how we forgot to do that. It seems simple enough, I think we all got carried away with all the hard stuff.

As I completed the application I realized that Part II (Notice of Intent/tenant notification) seems not to be applicable in our situation. Here is the reason: When we purchased the building in April, the tenants were on a month to month basis except for 2 leases which were within one month of expiration. We started improvements immediately and stated to the tenants that we wanted them to sign full year leases and that their rents would be raised. They unanimously bolted. (After they had gone, my wife, Jenny, and I decided to convert the buildings to condominiums.

In other words, the building, except for us, was vacant when we started the conversion process. We've done extensive repairs and replacements of the original features. Except for hanging new doors and a fire escape door for the new fire escape (permit acquired) we've haven't really done any construction for the condominium units themselves.

Other than that, I believe we are in line with the rest of the project. Jim Hopkinson, our attorney, has completed the Declaration of Condominiums and it will be filed this week. We've had all the necessary Condominium Survey completed and have stamped architectural drawings. In fact, we're already under contract for the sale of one of the 1-bedroom units. We are scheduled to close on that sale October 14th.

I hope you had an enjoyable vacation. We hope that we'll be able to obtain this last bit of paperwork shortly so we can complete our representations to our buyers.

Thank you very much. I will be in touch.

Yours very truly,



Dan Drilon



HARDEN BEECHER

301 ASPEN DRIVE
CALMOUTH ME 04105
(207) 781-2218

JUNCTION ROUTES 8 & 35
POST OFFICE BOX 709
WARRENPORT ME 04246
(207) 867-4000

545 BRISTOL AVENUE
PORTLAND ME 04103
(207) 778-8885

1006 BROADWAY
SOUTH PORTLAND ME 04106
(207) 798-1001

778 KIMBERLY TRAIL
RTE 302 CONNOR PLAZA
WINDHAM ME 04092
(207) 892-1600

PURCHASE AND SALE AGREEMENT

Page 1 of 3
Initials: Buyer *[initials]*
Seller *[initials]*

1. PARTIES: This agreement is made this 14th day of March, ~~1999~~ 2000
between Daniel Dorian + Jennifer Dorian hereinafter called BUYER,
of HCS Box 1489A Georgetown, ME 04148
and NANCY BARTLETT
of 12 DEERING ST PORTLAND, ME. hereinafter called SELLER.

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYER agrees to buy the following described premises: LAND + BUILDINGS AT 12 DEERING ST PORTLAND, ME. 4770 sq +/-

as more particularly described in a Deed dated January 5, 1999 and recorded in the Sherburne County Registry of Deeds in Book 21447, Page 237 being all the property owned by SELLER at 12 Deering St address.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as part of said premises are all buildings, structures, improvements and fixtures located in or on the premises belonging to SELLER and used in connection therewith including, in particular, in "as is" condition, all electrical fixtures, blinds, curtain rods, window shades, wall-to-wall carpeting, screen and storm window and doors. Items to be transferred to BUYER in "as is" condition and not considered part of the real estate are: (if none, state none) stove and refrigerator in each apartment, excluding new stove and refrigerator in unit #2 to be paid out of closing by buyer totaling 279.77. Coin operated washer to be included in sale of building
Items not included in the sale are as follows: (if none, state "none")

4. CONSIDERATION. For such Deed and conveyance BUYER is to pay the sum of..... PRICE \$ # 215,000.00
of which..... DEPOSIT \$ # 10,000.00
has been paid this day as an earnest money deposit and..... BALANCE DUE \$ # 205,000.00
is to be paid in cash, or by certified or bank check, upon delivery of the Deed.
Peet Island Realty shall hold said earnest money deposit and act as escrow agent until transfer of title. This offer shall be valid until March 16, 2000 (date) 5:00 AM and, in the event of SELLER'S non-acceptance, this earnest money shall be promptly returned to BUYER.

5. TITLE. All premises are to be conveyed by a good and sufficient Warranty Deed from SELLER, conveying a good, clear record and marketable title to the same, free from all encumbrances, except:
a. Usual public utilities servicing the premises, if any;
b. Such taxes for the current year as are not due and payable on the date of delivery of the Deed;
c. Easements and encumbrances of record, if any, which do not materially affect the value or intended use (single family and 7 unit rental) of the premises
However, should the title prove defective, then SELLER shall have a reasonable time (not to exceed 30 days, unless otherwise agreed to in writing) after written notice of such defects to remedy the title; after which time, if such defects are not corrected so that there is no marketable title, then BUYER may, at BUYER'S option, withdraw said deposit and be relieved from all obligations thereunder.

6. PERFORMANCE. The Deed is to be delivered and the consideration paid at a mutually agreeable place on or before March 30, 2000 at 11:59 PM. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; and all instruments so procured to clear the title shall be recorded prior to or simultaneously with the delivery of the Deed.

7. POSSESSION. Full possession of the premises, free of all tenants and occupants, except the tenants as provided herein, is to be delivered to BUYER at the time of delivery of the Deed, the said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. SELLER also agrees that the premises will be delivered to the BUYER in "brock clean" condition. BUYER shall have the right to inspect the premises for compliance with this paragraph 24 hours prior to the delivery of the Deed.

8. MORTGAGE FINANCING. This agreement is contingent on Buyer's ability to obtain a Commercial mortgage loan commitment of 75% of the purchase price, at an interest rate not to exceed 10.5% and amortized over a period of not more than 15 years. BUYER agrees to apply for said mortgage loan within 7 days and provide a written statement within 15 days of the effective date of this agreement that BUYER has made application and based on the information provided, subject to verification, is qualified for the loan requested. BUYER is to make every effort to obtain said mortgage loan commitment on or before the date hereinafter set forth. If said written statement is not received within 15 days SELLER may, at SELLER'S option, cancel this agreement. In the event the BUYER is unable to obtain a said mortgage loan on or before the date hereinafter set forth, BUYER shall so advise the Broker in writing and this Agreement shall become null and void, and all payments made hereunder shall be refunded, and all obligations to each other shall cease. If such written notice is not received on or before the expiration date hereinafter specified, BUYER shall be bound to perform BUYER'S obligation under this Agreement. It is agreed that the time granted for obtaining a mortgage loan commitment shall expire on April 20, 2000.
SELLER agrees to pay 0 points which may be required by the lender for such mortgage.

An Independently Owned and Operated Member of Coldwell Banker Affiliates, Inc.

9. RIGHT OF INSPECTION. BUYER is encouraged to seek information from professionals regarding any specific issues or concerns. BUYER acknowledges receipt of disclosure form attached hereto. This agreement is subject to the following inspections, with results being satisfactory to BUYER:

Type of Inspection	Yes	No	within	days	Type of Inspection	Yes	No	within	days
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>10</u> days	f. Lead Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	___ days
b. Waste Water Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within	___ days	g. Underground Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	___ days
c. Radon (air and/or water)	<input type="checkbox"/>	<input type="checkbox"/>	within	___ days	h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	___ days
d. Private Water Supply	<input type="checkbox"/>	<input type="checkbox"/>	within	___ days	i. Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	___ days
e. Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	within	___ days	j. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	___ days

All inspections will be done by inspectors chosen and paid for by BUYER. If the result of the inspection is unsatisfactory to BUYER, BUYER may declare the contract null and void by notifying SELLER in writing with a copy of the written inspection report within the specified number of days, and any earnest money deposit shall be returned to BUYER. If BUYER does not notify SELLER that inspection is unsatisfactory within the time period set forth above, this contingency is waived by BUYER. In the absence of the inspection(s) mentioned above, BUYER is relying completely on BUYER'S own opinion as to the condition of the property and hereby releases Broker and SELLER from any and all liability.

10. CASUALTY LOSS. In case of any damage to the premises by fire or other casualty and unless the premises shall previously have been repaired to its former condition by SELLER, BUYER may, at BUYER'S option, either cancel this Agreement and recover all sums paid hereunder or require as part of the Agreement that SELLER pay over or assign, on delivery of the Deed, all sums recoverable on any and all insurance covering such damage.

11. CONDITION. SELLER represents that all mechanical components of fixtures will be in operating condition at the time of delivery of the Deed, unless otherwise stipulated in this Agreement.

12. PRO RATA TAXES: The following items shall be pro-rated as of transfer of the title:
 Real estate taxes for the fiscal year in the city/town of Portland, Me.
 SELLER is responsible for any unpaid taxes for prior years.

If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed (if any).

Fuel Elec. Water Sewer Rents Condo/Assoc. Fees Y/N Other _____

13. DEFAULT. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by BUYER shall be forfeited by BUYER and retained by SELLER, and such retention of deposits shall in no way limit SELLER'S other rights or remedies, either at law or in equity, for BUYER'S default hereunder.

14. DISPUTE MEDIATION. In the event of a dispute between SELLER, BUYER and/or Broker as to any or all of the provisions of this Agreement or the performance thereof, the Broker shall retain all deposits hereunder in Broker's escrow account, unless some other agreement is reached in writing between the parties, or until the dispute is resolved by binding settlement or by court judgment between the parties, or by Broker acting in accordance with Chapter 320, Section 31, of the Maine Real Estate Rules and Regulations. SELLER and BUYER agree to submit to MEDIATION any dispute before going to court. Therefore, a dispute or claim arising out of or relating to this contract or the property 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. Both SELLER and BUYER acknowledge receiving a written explanation of mediation.

15. BROKER AS A PARTY. The broker, co-broker and buyer broker, if any, join in this Agreement and become parties hereto. Insofar as any provisions of this Agreement expressly apply to any of them and to any amendments or modifications of such provisions to which the broker, co-broker or buyer broker, as the case may be, agrees in writing. In the event that the Broker is made a party to any lawsuit by virtue of acting as escrow agent, Broker shall be entitled to recover reasonable attorney's fees and costs, which fees and costs may be deducted from escrowed funds. Such fees and costs shall be assessed as court costs in favor of the prevailing party.

16. MARKETING OF PROPERTY. SELLER agrees that upon signing of this Agreement by SELLER and BUYER, and during the pendency of this Agreement, the Broker shall cease all marketing activities, including, but not limited to, advertising, showing, promoting, offering for sale, seeking of back-up offers or in any other way offering the property for sale. Broker shall, however, disclose to SELLER any substantial interest concerning the purchase of the real estate subsequent to the date of this agreement.

17. HOME WARRANTY PROGRAM. BUYER acknowledges that the broker, co-broker or buyer broker, if any, have informed BUYER of the opportunity to purchase a home warranty program in the event SELLER has declined to furnish the same to BUYER. In light of this disclosure, BUYER hereby releases broker, co-broker or buyer broker, if any, from any and all liability regarding the furnishing of a home warranty program.

18. AGENCY DISCLOSURE. The following agency relationships are hereby confirmed for this transaction:

BUYER and SELLER hereby acknowledge a dual agency relationship exists. yes ___ no

LISTING AGENT, a/k/a Broker: Nancy [Signature] of Port Island Realty
 is the agent of: SELLER exclusively
 and Buyer

SELLING AGENT, a/k/a/ Co-Broker or Buyer Broker: Edmund Gardner III of Coldwell Banker-Harden B.
 is the agent of: Buyer exclusively; or
 Seller exclusively; or
 Buyer and Seller

19. TRANSFER TAX The BUYER and SELLER will each pay transfer tax as required by the State of Maine

20. WITHHOLDING. SELLERS are legal residents of Maine. In the event SELLERS are not legal residents of the State of Maine and the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 825-A requires 2.5% of the total consideration paid for the property to be withheld by the real estate escrow person who closes the transaction to be paid over to the State Tax Assessor, unless a waiver is obtained from the Bureau of Taxation, Augusta, Maine.

21. PRICE STATEMENTS. All representations, statements, disclosure forms and agreements hereto made between the parties are merged into this agreement which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by each other or on their behalf.

22. NOTICE Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

23. AGENCY CONFIDENTIALITY. Buyer and Seller understand that the terms of this contract are confidential, but authorize the Agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize Agent(s) to receive closing statements.

24. CONSTRUCTION OF AGREEMENT. This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER, their obligations hereunder shall be joint and several.

25. OTHER CONTINGENCIES.

- ① Multi-family addendum #1 Attached.
- ② Viewing of unseen Apts by Buyer to their satisfaction within 7 days of the effective date of this contract.
- ③ ~~Buyer to appraise Property to appraise at or above \$65,000 or this contract shall be deemed null and void.~~
- ④ \$1,000.00 of the \$10,000. deposit to be non-refundable after inspections have been satisfied by buyer

ADDENDUM(S) ATTACHED.

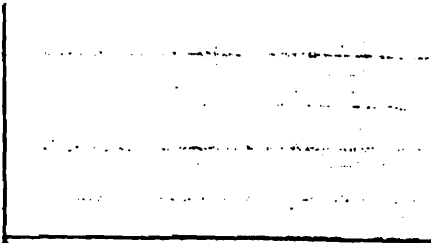
A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. WHEN FULLY EXECUTED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

<u>[Signature]</u> Buyer	<u>586-68-1180</u> S.S.#	<u>3/14/00</u> Date	<u>[Signature]</u> Witness
<u>[Signature]</u> Buyer	<u>346-48-4533</u> S.S.#	<u>3-14-00</u> Date	<u>[Signature]</u> Witness
<u>[Signature]</u> Seller	<u>005-56-3354</u> S.S.#	<u>3-15-00</u> Date	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Effective Date (Final acceptance date) _____

EXTENSION			
The time for the performance of this agreement is extended until _____ Date			
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date

CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I



To the Chief of Building and Inspection Services, Portland, Maine, the undersigned hereby applies for a Condominium Conversion Permit.

Location of Project: _____ Assessor's chart: _____
Block: _____
Lot: _____

Name of Owner: DANIEL + JENNIFER DRILON

Address: 12 DEERING Street, PORTLAND, MAINE 04101

Telephone No.: 207-775-2495

Name of Project: Twelve Deering Street CONDOMINIUM

No of Units to be Converted: 4

No. of Units applying for: 4

No: of Units in structure 7 (previously apartment UNITS)

Date on which Declaration of Condominiums was filed in Cumberland County Registry of Deeds hbd - First WEEK OF OCTOBER.

Approved by: _____

ZONING: _____ Date: _____

No. of units approved (circle)

Fire Dept:	1	3	3	4	5	6	7	8	9	10	Date: _____
	others										
Plumbing:	1	2	3	4	5	6	7	8	9	10	Date: _____
	others										
Elec:	1	2	3	4	5	6	7	8	9	10	Date: _____
	others										
Bldg. & Housing:	1	2	3	4	5	6	7	8	9	10	Date: _____

Comments:

CONDOMINIUM CONVERSION APPLICATION
PART II

CODE COMPLIANCE:

1. Please attach copy of Notice of Intent to this application.
2. Attach also a list of names of tenants or occupants to whom letters were sent.
3. Please include addresses of those receiving notices of intent and dates such notice was received. (Please give apt. number wherever possible)
4. Have notices of intent been given to tenants in accordance with Chapter 608.4 of the Municipal Code entitled "Condominium Conversion Ordinance"?
yes no
5. Have relocation payments been made to eligible tenants in accordance with Chapter 608.5 of the Municipal Code? yes no
6. Have relocation referrals and assistance been provided to tenants on demand?
yes no

PLEASE REFER TO COVER LETTER.



CITY OF PORTLAND

August 22, 2000

Mr. Daniel Drilon
12 Deering Street
Portland, Maine 04101

RE: 12 Deering Street. Certificate of Appropriateness for Fire Escape replacement and expansion.

046-D-011

Dear Mr Drilon:

On August 22, 2000, the City of Portland's Historic Preservation Staff granted approval for a Certificate of Appropriateness for removal, replacement and expansion of a side fire escape at 12 Deering Street.

All improvements shall be carried out as indicated in the material submitted and as presented to Historic Preservation Staff. Any additional work which may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

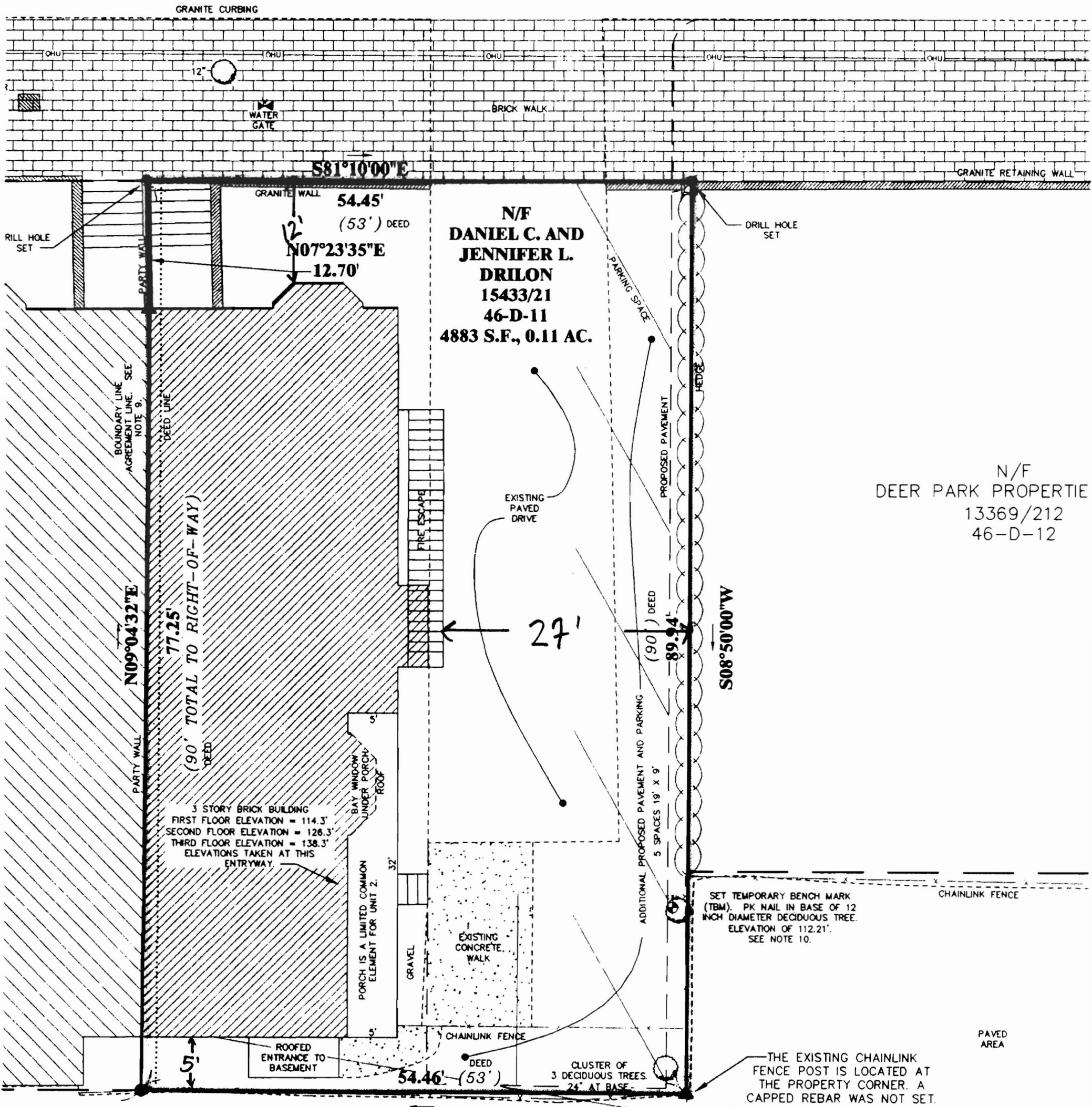
Sincerely,

William B. Needelman, Planner

CC: Deb Andrews, Historic Preservation Coordinator
✓ Inspections
Approval Letter File

DEERING STREET

(PUBLIC)
(PAVED)



N/F
UNIVERSITY OF MAINE SYSTEM
8703/42
46-D-22

SCALE
1" = 10'

