

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

BUILDING INSPECTION

## PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: 060470  
**PERMIT ISSUED**  
DEC 26 2007  
CITY OF PORTLAND

This is to certify that O BACHELDER PROPERTIES LLC  
has permission to Legalization of 5 non-conforming dwelling units a total of 5 units  
AT 779 CONGRESS ST L 047 A015001

provided that the person or persons performing or accepting 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 procedure before this building or part thereof is started or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

### OTHER REQUIRED APPROVALS

Fire Dept. Craig Cruz  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

12/26/07 Cheryl M  
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: 06-0470	Issue Date: <i>12/26/07</i>	CBL: 047 A015001
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Location of Construction: 779 CONGRESS ST	Owner Name: O BACHELDER PROPERTIES LL	Owner Address: PO BOX 6636	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	Zone: <i>B2b</i>

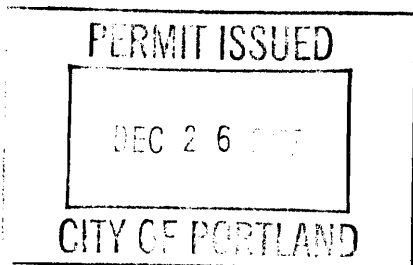
Past Use: 5 residential units	Proposed Use: Legalization of 5 non-conforming dwelling units for a total of 10 units	Permit Fee: \$1,500.00	Cost of Work: \$1,500.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>R-2</i> Type: <i>SB</i> <i>IBC-2003</i>	

Proposed Project Description: Legalization of 5 non-conforming dwelling units for a total of 10 units	Signature: <i>Greg Case</i>	Signature: <i>12/26/07 C.A.M.</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: _____ Date: _____		

Permit Taken By: Idobson	Date Applied For: 04/07/2006	<b>Zoning Approval</b>
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- 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"/> 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/conditions</i> Date: <i>12/26/07 ABM</i>	<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: _____	<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>ABM</i> Date: _____



## 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

<b>Permit No:</b> 06-0470	<b>Date Applied For:</b> 04/07/2006	<b>CBL:</b> 047 A015001
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<b>Location of Construction:</b> 779 CONGRESS ST	<b>Owner Name:</b> O BACHELDER PROPERTIES LL	<b>Owner Address:</b> PO BOX 6636	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b>	<b>Contractor Address:</b>	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Legalization of Non-Conforming Units	

<b>Proposed Use:</b> Legalization of 5 non-conforming dwelling units for a total of 10 units	<b>Proposed Project Description:</b> Legalization of 5 non-conforming dwelling units for a total of 10 units
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 12/12/2007

**Note:** **Ok to Issue:**

- 1) With the issuance of this permit and the certificate of occupancy, this property shall be a ten family dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Chris Hanson      **Approval Date:** 12/26/2007

**Note:** **Ok to Issue:**

- 1) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.

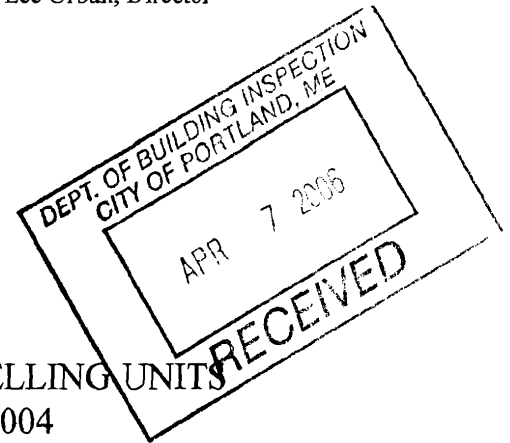
**Dept:** Fire      **Status:** Approved      **Reviewer:** Capt Greg Cass      **Approval Date:** 12/13/2007

**Note:** **Ok to Issue:**

Zoning Division  
Marge Schmuckal  
Zoning Administrator



Department of Planning & Development  
Lee Urban, Director



### CITY OF PORTLAND

### APPLICATION FOR LEGALIZATION OF NONCONFORMING DWELLING UNITS

Section 14-391 – In effect March 24, 2004

Location/Address of Legalization:		779-781 Congress St -	
Tax Assessor's Chart, Block & Lot		Owner:	Telephone:
Chart#	Block#	Lot#	Address:
47	A	15	779-781 Congress St 6176
Contact name, address & telephone if different than above:		Cost of Work: \$ _____	
Thomas Rozelle c/o Remy Cash 838-1651		Fee: \$ _____	
		\$300 per legalized unit & \$75 per C of O	
Current # of legal D.U.	Requested # of units	To be legalized:	Total bldg. units:
5	5	5	10
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting:			
LETTER FROM PORTLAND PORTLAND Housing Records 2 TENANT DEC YEARS			
Attach evidence that the current owner/applicant neither constructed nor established the non-conforming dwelling units to be legalized: List evidence that you are submitting:			
LETTER FROM PORTLAND ASSESSOR Records 1 TENANT DEC YEARS			
I hereby certify that I am the Owner of record of the above 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:		Date:	
		4-6-06	
This is NOT a permit, you may not commence ANY work until the permit is issued.			



# PORTLAND MAINE

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*Lee Urban- Director of Planning and Development  
Marge Schmuckal, Zoning Administrator*

## LEGALIZATION OF NONCONFORMING DWELLING UNITS FOR OFFICE USE ONLY

Address & CBL: 779 Congress St 47-A-015

Notices to owners of properties situated within 300 feet sent on: to Gayle 4/25/06 - via letter 4/27/06

City Housing Ordinance compliance given on: 4/25/06 received: 12/5/07 approved  
*11/8/07 disappeared w/cond. tags*

City NFPA compliance given on: 4/25/06 received: 3/29/07

Received any letters within 10 days from notices sent? No letters received as of 5/16/06 checked

Unit(s) existed prior to April 1, 1995? 10

Unit(s) shown to be established by different owner? 5 - yes

Site plan included: yes

Floor plans included? yes

Is ZBA action required? no



*Susan & Return  
to Marge*

*Tues 9:00 AM  
w/ Tom Ranello  
Wed 12:00*

**CITY OF PORTLAND**

**NFPA LIFE SAFETY CODE – FIRE PREVENTION CODE  
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the NFPA Life Safety Code – Fire Prevention Code **PRIOR** to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

**Location:** 779 Congress St 047-A-015

**Owner:** Potential Fasset House, LLC (William Simpson)

**Address of Owner:** PO Box 641, Freeport ME 04032 **Telephone:**

Thomas Ranello 228-1651  
Remax Coastal

**Applicant information if different than above:** 15 Williamsburg Lane, Scarborough ME 04074

**Current number of legal units:** 5 fire

**Number of units to be legalized:** 5 - fire

for a total of 10 ten

**Comments of approval or disapproval (list any and all conditions):**

All Violations have been Cleared

**Signature:** Jay Kelley P.F.D. Fire Prevention **Date:** 3/29/07

4/25/06



Sign back to

Marge

**CITY OF PORTLAND**

**CITY OF PORTLAND HOUSING CODE  
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

**Location:** 779 Congress St. 047-A-05

**Owner:** Patricia  
Fassett Home LLC - William Simpson

**Address of Owner:** PO Box 641, Freeport ME 04032 **Telephone:**

Thomas Ranells 838-1651  
Remax Coastal

**Applicant information if different than above:** 15 Williamsburg Lane, Scarborough ME 04074

**Current number of legal units:** five (5)

**Number of units to be legalized:** five (5)

total = ten (10)

**Comments of approval or disapproval (list any and all conditions):**

Has met all conditions (see pg)

**Signature:** [Signature] **Date:** 12-5-07

4/25/06



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Lee Urban - Director of Planning and Development  
Jeanie Bourke - Inspection Division Services Director

WILLIAM SIMPSON  
PO BOX 681  
FREEPORT, ME 04032

**CBL: 047 A015001**  
**Located at 779 CONGRESS ST**

November 8, 2007

Dear Mr. Simpson,

An evaluation of the above-referenced property on 11/07/2007 shows that the structure needs the following corrections **BEFORE** the permit for legalization (permit# 061698) can be issued.

- 1) Wiring 3<sup>rd</sup> floor hallway needs to meet code ✓
- 2) Smoke detector heights checked, ART.#5.7.3.2.1.-NFPA ✓
- 3) Exit & Emergency 2<sup>nd</sup> floor ✓
- 4) Rear stairs (last step) need platform ✓
- 5) Outlet for washer machine replace ✓
- 6) Furnace switch replaced ✓
- 7) Cover boiler room control ✓
- 8) Fire Door basement left door (781side) ✓
- 9) All doors need to be numbered ✓

All referenced items shall be corrected within 30 days of the date of this notice. A re-inspection of the premises will occur on 12/07/2007 at which time compliance will be required. Failure to comply will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in Section 1-15 of the Code.

This constitutes an appealable decision pursuant to Section 6-127 of the Code.

Please feel free to contact me if you wish to discuss the matter or have any questions.

Please be advised that the Portland City Council has amended the Building regulations to include a \$75.00 re-inspection fee. This violation will automatically cause a re-inspection at no charge. If there are any subsequent inspections, however, the \$75.00 fee will be assessed for each inspection.

Sincerely,

Mike Menario @ (207) 874-8789

Building Inspector





Sign for Marge  
Marge

**CITY OF PORTLAND**

**CITY OF PORTLAND HOUSING CODE  
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

**Location:** 779 Congress St. 047-1-05

**Owner:** Facett House LLC - William Simpson

**Address of Owner:** PO Box 641, Freeport ME 04032 **Telephone:**

Thomas Ranallo 838-1651  
Remax Coastal

**Applicant information if different than above:** 15 Williamsburg Lane, Scarborough ME 04107

**Current number of legal units:** five (5)

**Number of units to be legalized:** five (5)  
total = ten (10)

**Comments of approval or disapproval (list any and all conditions):**

Disapproval 11-7-07 please see attached list of conditions

**Signature:** [Signature] **Date:** 11-7-07

4/25/06



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Lee Urban - Director of Planning and Development  
Jeanie Bourke - Inspection Division Services Director

WILLIAM SIMPSON  
PO BOX 681  
FREEPORT, ME 04032

**CBL: 047 A015001**  
**Located at 779 CONGRESS ST**

November 8, 2007

Dear Mr. Simpson,

An evaluation of the above-referenced property on 11/07/2007 shows that the structure needs the following corrections **BEFORE** the permit for legalization (permit# 061698) can be issued.

\* 01, -0470 Rebuild egress /

- 1) Wiring 3<sup>rd</sup> floor hallway needs to meet code
- 2) Smoke detector heights checked, ART.#5.7.3.2.1.-NFPA
- 3) Exit & Emergency 2<sup>nd</sup> floor
- 4) Rear stairs (last step) need platform
- 5) Outlet for washer machine replace
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Sincerely,

Mike Menario @ (207) 874-8789

Building Inspector

**5.7.1.3\*** Performance-based designs shall be executed in accordance with Section 5.3.

**5.7.1.4** The prescriptive requirements in this section shall be applied only where detectors are installed in ordinary indoor locations.

**5.7.1.5** Where smoke detectors are being installed to control the spread of smoke, they shall be installed in accordance with the requirements of Section 5.16.

**5.7.1.6** Smoke detectors shall be installed in all areas where required by applicable laws, codes, or standards.

**5.7.1.7** The selection and placement of smoke detectors shall take into account both the performance characteristics of the detector and the areas into which the detectors are to be installed to prevent nuisance alarms or improper operation after installation.

**5.7.1.8\*** Unless specifically designed and listed for the expected conditions, smoke detectors shall not be installed if any of the following ambient conditions exist:

- (1) Temperature below 0°C (32°F)
- (2) Temperature above 38°C (100°F)
- (3) Relative humidity above 93 percent
- (4) Air velocity greater than 1.5 m/sec (300 ft/min)

**5.7.1.9\*** The location of smoke detectors shall be based on an evaluation of potential ambient sources of smoke, moisture, dust, or fumes, and electrical or mechanical influences to minimize nuisance alarms.

**5.7.1.10\*** The effect of stratification below the ceiling shall be taken into account. The guidelines in Annex B shall be permitted to be used.

**5.7.1.11** Detectors shall not be installed until after the construction cleanup of all trades is complete and final.

*Exception: Where required by the authority having jurisdiction for protection during construction. Detectors that have been installed during construction and found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned or replaced in accordance with Chapter 10 at completion of construction.*

## **5.7.2\* Sensitivity.**

**5.7.2.1\*** Smoke detectors shall be marked with their nominal production sensitivity and tolerance (percent per foot obscuration), as required by the listing.

**5.7.2.2** Smoke detectors that have provision for field adjustment of sensitivity shall have an adjustment range of not less than 0.6 percent per foot obscuration.

**5.7.2.3** If the means of adjustment of sensitivity is on the detector, a method shall be provided to restore the detector to its factory calibration.

**5.7.2.4** Detectors that have provision for program-controlled adjustment of sensitivity shall be permitted to be marked with their programmable sensitivity range only.

## **5.7.3 Location and Spacing.**

### **5.7.3.1\* General.**

**5.7.3.1.1** The location and spacing of smoke detectors shall be based upon the anticipated smoke flows due to the plume and ceiling jet produced by the anticipated fire as well as any existing ambient air flows that could exist in the protected compartment.

**5.7.3.1.2** The design shall account for the contribution of the following factors in predicting detector response to the anticipated fires to which the system is intended to respond:

- (1) Ceiling shape and surface
- (2) Ceiling height
- (3) Configuration of contents in the protected area
- (4) Combustion characteristics and probable equivalence ratio of the anticipated fires involving the fuel loads within the protected area
- (5) Compartment ventilation
- (6) Ambient temperature, pressure, altitude, humidity, and atmosphere

**5.7.3.1.3** If the intent is to protect against a specific hazard, the detector(s) shall be permitted to be installed closer to the hazard in a position where the detector can intercept the smoke.

### **5.7.3.2\* Spot-Type Smoke Detectors.**

**5.7.3.2.1\*** Spot-type smoke detectors shall be located on the ceiling not less than 100 mm (4 in.) from a sidewall to the near edge or, if on a sidewall, between 100 mm and 300 mm (4 in. and 12 in.) down from the ceiling to the top of the detector.

**5.7.3.2.2\*** To minimize dust contamination, smoke detectors, where installed under raised floors, shall be mounted only in an orientation for which they have been listed.

**5.7.3.2.3** On smooth ceilings, spacing for spot-type smoke detectors shall be in accordance with 5.7.3.2.3.1 through 5.7.3.2.3.5.

**5.7.3.2.3.1\*** In the absence of specific performance-based design criteria, smoke detectors shall be permitted to be located using 9.1 m (30 ft) spacing.

The text of 5.7.3.2.3.1 has been revised by a tentative interim amendment (TIA). See page 1.

**5.7.3.2.3.2** In all cases, the manufacturer's published instructions shall be followed.

**5.7.3.2.3.3** Other spacing shall be permitted to be used depending on ceiling height, different conditions, or response requirements.

**5.7.3.2.3.4** For the detection of flaming fires, the guidelines in Annex B shall be permitted to be used.

**5.7.3.2.3.5\*** For smooth ceilings, all points on the ceiling shall have a detector within a distance equal to 0.7 times the selected spacing.

**5.7.3.2.4\*** For solid joist and beam construction, spacing for spot-type smoke detectors shall be in accordance with 5.7.3.2.4.1 through 5.7.3.2.4.5.

**5.7.3.2.4.1** Solid joists shall be considered equivalent to beams for smoke detector spacing guidelines.

**5.7.3.2.4.2** For level ceilings the following shall apply:

- (1) For ceilings with beam depths of less than 10 percent of the ceiling height ( $0.1 H$ ), smooth ceiling spacing shall be permitted.
- (2) For ceilings with beam depths equal to or greater than 10 percent of the ceiling height ( $0.1 H$ ) and beam spacing equal to or greater than 40 percent of the ceiling height ( $0.4 H$ ), spot-type detectors shall be located on the ceiling in each beam pocket.

# FAX



To: *Bill Simpson*

Fax Number: *874-0700*

From: *mika menciaio*

Fax Number: *874-8716*

Date: *11.8.07*

Regarding: *Permit # 061698*

Total Number Of Pages Including Cover: *3*

Phone Number For Follow-Up: *874-8789*

**Comments:**

City Of Portland, Maine  
Inspections Division Services  
389 Congress St Room 315 Portland Me 04101-3509  
Phone: (207) 874-8703 or (207)874-8693  
Fax: (207) 874-8716  
<http://www.portlandmaine.gov/>

FAX JOURNAL REPORT

TIME : 11/08/2007 11:41  
 NAME :  
 FAX : 2078748716  
 TEL :  
 SER.# : 000D7J529371

NO.	DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT	
#165	11/01	18:55		42	02	OK	RX ECM	
	11/02	14:53	98741077	16	01	OK	TX ECM	
	11/02	15:43		02:01	03	OK	RX	
	11/02	15:58	207 814 8816	11	01	OK	RX ECM	
	11/03	11:36		35	01	OK	RX ECM	
	11/03	18:14	207 772 3388	25	01	OK	RX	
	11/04	09:18		36	01	OK	RX ECM	
	11/05	08:26	2078659812	23	02	OK	RX ECM	
	11/05	11:19	207 814 8816	11	01	OK	RX ECM	
	11/05	14:10	98748949	17	01	OK	TX ECM	
#166	11/05	17:08	207 772 3388	25	01	OK	RX	
	11/06	09:00	207 773 5173	46	02	OK	RX ECM	
	11/06	10:48		30	01	OK	RX ECM	
	#167	11/06	11:09	96992848	27	02	OK	TX ECM
	#168	11/06	12:22	914054182238	56	03	OK	TX ECM
		11/06	13:03	8740000	16	00	NG	RX ECM
	11/06	13:11	8740000	05:38	01	NG	RX ECM	
	11/06	13:31	207 774 2753	37	02	OK	RX ECM	
	11/06	14:52	8740000	50	02	OK	RX ECM	
	11/06	17:27	207 772 3388	25	01	OK	RX	
	11/06	18:12		01:17	11	OK	RX ECM	
#169	11/07	15:58	97733317	01:11	04	OK	TX ECM	
	11/07	17:47	207 772 3388	25	01	OK	RX	
#170	11/08	11:38	98740700	01:33	03	OK	TX ECM	

BUSY: BUSY/NO RESPONSE  
 NG : POOR LINE CONDITION / OUT OF MEMORY  
 CV : COVERPAGE  
 POL : POLLING  
 RET : RETRIEVAL  
 PC : PC-FAX

April 21, 2006

Marge Schmuckal  
Zoning Administrator  
Department of Planning and Development  
City of Portland  
Portland, Maine

Dear Marge:

I purchased the building located at 779-781 Congress Street, Portland Maine in 1972. I converted the building from a Boarding House to a 10-unit apartment in 1974 and sold the building as a 10-unit in 1976. If you have any questions, please feel free to call me at 767-7443.

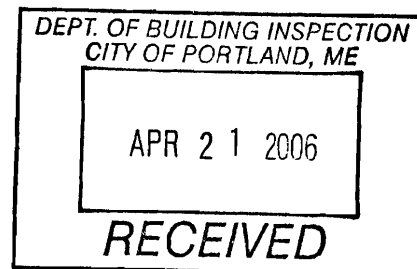
Sincerely,

Randall Chasse 4/21/06  
Randall Chasse April 21, 2006

Personally appeared before me the above named and made oath to the truth and foregoing statement:

Karen W. Dwyer 4/21/06  
Signature of Notary Public Date

City of Portland, County of Cumberland, State of Maine  
My term expires June 25, 2011.



March 30, 2006

Marge Schmuckal  
Zoning Administrator  
Department of Planning and Development  
City of Portland  
Portland, Maine

Dear Marge:

I purchased the building located at 779-781 Congress Street, Portland Maine in 1972. I converted the building from a Boarding House to a 10-unit apartment in 1974 and sold the building as a 10-unit in 1976. If you have any questions, please feel free to call me at 767-7443.

Sincerely,

Randall Chasse 4/21/06  
Randall Chasse April 21, 2006

Personally appeared before me the above named and made oath to the truth and foregoing statement:

Karen W. Dwyer 4.21.06  
Signature of Notary Public Date

City of Portland, County of Cumberland, State of Maine  
My term expires June 25, 2011.



**IMPORTANT NOTICE FROM CITY OF PORTLAND  
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS  
IN THE VICINITY OF 779 Congress STREET**

**Issues:** William Simpson, potential owners of the property located at 799 Congress Street, have submitted an application to legalize 5 existing nonconforming dwelling units for a total of 10 dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

**Feedback:** If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to:

City of Portland Zoning Administration  
City Hall - Room 315  
389 Congress Street  
Portland, Maine 04101

**FOR MORE INFORMATION**

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00 am to 4:00 pm weekdays

to Gayle 4/25/06



**Multi-Family - AGENT SYNOPSIS**



**MLS#:** 765181      **Status:** Current  
 779 Congress Street Portland, ME 04102

**Kickout:** No  
**List Price:** \$ 550,000  
**Original Price:** \$ 550,000  
**List Date:** 09/09/05

**Directions:** Congress st between Bramhall and Longfellow Squares

**Neigh'd/Assoc:**

**Assoc. Fee /Mo:**

**General/Land Information**

**#1 Brm/2 Brm/3 Brm:** 8/2/0      **Style:** Multi-Level  
**Foundation Sz +/-:**      **GLAAG+/-:** 6,747      **Year Built+/-:** 1910  
**Color:** Green      **Lot Size (Acr)+/-:** 0.120      **Road Frontage+/-:**  
**Surveyed:** Yes      **Seasonal:** No      **Zone:** R6  
**Flood Zone:** Unknown      **Water Body:**  
**WtrFrt:** No      **Amt Wtr Frmtge+/-:**      **WF Shared+/-:**      **WF Owned+/-:**

**Unit Information**

Unit:	#1	#2	#3	#4	#5	#6
<b>Level:</b>	B	B	1	1	2	2
<b>Rm/Bd Rm:</b>	3/1	4/2	4/2	3/1	3/1	3/2
<b>Full Baths/Partial Baths:</b>	2/	1/	1/	1/	1/	1/
<b>Gross Mnthly Rent per Unit:</b>	\$691	\$730	\$944	\$575	\$585	\$691

**Remarks**

Great investment opportunity in an upcoming neighborhood Rents on uit 7,8,9 and 10 are 718, 570, 718 and 550

**Property Features - NOTE: Check Detail Reports for complete list of Features.**

<b>Site:</b> Sidewalks, Right of Way	<b>Basement Info:</b> Full
<b>Driveway:</b> Paved	<b>Foundation Mtrls:</b> Poured Concrete, Brick, Gravel/Pad
<b>Parking:</b> 1-10 Spaces	<b>Exterior:</b> Vinyl Siding
<b>Location:</b> Near Shopping, Interior Lot, Business District	<b>Roof:</b> Shingle
<b>Uses:</b> Residential	<b>Heat System:</b> Forced
<b>Restrictions:</b>	<b>Heat Fuel:</b> Oil
<b>Rec. Water:</b>	<b>Water Heater:</b> Off Heating System
<b>Roads:</b> Paved	<b>Cooling:</b> No Cooling
<b>Transportation:</b>	<b>Floors:</b> Vinyl/Partially Carpeted
<b>Electric:</b> Circuit Breakers, 220 Volts	<b>Veh. Storage:</b> No Vehicle Storage
<b>Gas:</b> Natural-At Street	<b>Amenities:</b> Laundry Coin, Porch
<b>Sewer:</b> Public	<b>Access. Amnties:</b>
<b>Water:</b> Public	<b>Equipment:</b>
<b>Construction:</b> Wood Frame	

**Tax/Deed/Community Information**

**Book/Page/Partial:** 17048/248/      **Map/Block/Lot:** 47/A/15      **Tax Amount/Yr:** \$ 7,400 / (2005)  
**Tax Reduction:** No      **School:**

**Off Market Information**

**DOM:** 34      **Expiration Date:** 03/09/06

**Listing Contact Information**

<b>List Office:</b> RE/MAX Coastal, 1002	<b>Office:</b> 207-773-6400
<b>List Agent:</b> Thomas Ranello TAR 001958	<b>Agent:</b> 207-773-6400 Ext.: 305
<b>Email:</b> tranello@maine.rr.com	<b>Cell:</b> 207-838-1651
<b>Show Intr:</b> Call Listing Broker. Call Listing Office. Notice Required	<b>SAF/BAF/TBF:</b> 2.50% / 2.50% / 2.50%
	<b>Virtual Tour:</b>

**Internal Rmks**  
**/Contingency:**



**Information Printed by:** Thomas Ranello 001958

**Printed:** 10/13/05

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2221

FASSETT HOUSE LLC  
WILLIAM P. SIMPSON  
P.O. BOX 641  
FREEPORT, ME 04032

GORHAM SAVINGS BANK  
52-7457-2112

2/22/06

\$ 2500

DOLLARS

PAY TO THE  
ORDER OF

Remmy Coxworth  
Twenty-five hundred dollars 100

MEMO 779 Congress St., Portland

William Simpson

⑈002221⑈ ⑈22274573⑈ 641 0000939⑈

Security Features Included. Details on back.

981094 / 12-04

# PURCHASE AND SALE AGREEMENT

February 21, 2006

Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between William P. Simpson, and/or assigns ("Buyer") and O Batchelder Properties LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ( all  part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 779 Congress Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 17048, Page(s) 248.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: \_\_\_\_\_

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: \_\_\_\_\_

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: 10 stoves, 10 refrigerators, coin-op laundry equipment

Seller represents that such items shall be operational at the time of closing, except: \_\_\_\_\_

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 575,000 Buyer  has made; or  will make within \_\_\_\_\_ business days of the date of this offer, a deposit of earnest money in the amount \$ 2500. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 2500 will be paid after satisfactory inspection. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: ReMax Coastal ("Agency") shall hold said earnest money and act as escrow agent until closing: this offer shall be valid until 2-22-06 (date) 2:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 4-21-06 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey 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 is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) \_\_\_\_\_ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, 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 closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney Level II	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				o. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				p. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				q. Other <u>Deed</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>14</u> days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property. Since the determination on the acceptability of the results of the above investigations rests exclusively with Buyer, Seller's signature on this Agreement shall constitute written authorization to release the earnest money to Buyer if Buyer terminates the Agreement under this paragraph and Seller agrees to hold the agency holding the earnest money harmless for returning the earnest money to Buyer in the event of such termination.

14. HOME SERVICE CONTRACTS: At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ \_\_\_\_\_ .

15. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a COMMERCIAL loan of 75 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 20 years.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 7 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 30 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.

d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.

e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.

f. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum Yes  No  .  
 h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Tom Ronello of ReMax Coastal is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

Jeff Davis of Mulkerin Associates is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No

Explain: Multi-Family Addendum

The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS:

AM

DRB

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is \_\_\_\_\_

William P. Simpson 2/22/06  
BUYER DATE BUYER and/or assigns DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is \_\_\_\_\_

Batchelder Properties LLC 2-27-06  
SELLER DATE SELLER DATE

COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

\_\_\_\_\_  
SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

\_\_\_\_\_  
BUYER DATE BUYER DATE

EXTENSION: The time for the performance of this Agreement is extended until \_\_\_\_\_ DATE

\_\_\_\_\_  
BUYER DATE SELLER DATE

\_\_\_\_\_  
BUYER DATE SELLER DATE



# MULTI-FAMILY ADDENDUM

TO AGREEMENT DATED February 21 BETWEEN O Batchelder Properties LLC (hereinafter "Seller")  
AND William P. Simpson, and/or assigns (hereinafter "Buyer").

Said Agreement is further subject to the following terms:

Strike any provision(s) that do not apply.

1. Sellers shall provide Buyer with copies of tenants' leases within 7 days of Effective Date of this Addendum and Buyer shall have an additional 7 days to examine same. Should Buyer find the leases to be unsatisfactory, Buyer shall so inform Seller in writing within the examination period and the Agreement shall become null and void and any deposit shall be returned to Buyer. In the absence of such notification the leases shall be deemed acceptable. Notwithstanding anything in the Agreement to the contrary, Seller agrees to observe and perform all obligations imposed on Seller under such leases and not to alter, modify or change the terms of such leases or to cancel or terminate such leases without the written consent of Buyer.
2. Seller agrees to indemnify and hold Buyer harmless for any damages, liabilities or costs arising from Seller's failure to have complied with the disclosure requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C., §4852(d).
3. Seller shall provide Buyer with a financial accounting of all security deposits, a schedule of current rents and the occupancy and payment status for each unit within 7 days of the Effective Date of the Agreement. Buyer shall have 5 days from receipt to review this information. If any of this information is not satisfactory to Buyer, Buyer may declare the Agreement null and void by notifying Seller in writing within said 5-day period and any earnest money shall be returned to Buyer. Upon transfer of the property, Seller shall provide Buyer with an update of all of the above information and shall provide to each tenant, by mail, notice of the transfer, notice of the Buyer's name and address and a copy of the accounting of the tenant's security deposit.
4. It is agreed that all security deposits shall be payable in full to the Buyer/trustee at transfer of title.
5. Seller represents that there will be no outstanding agreements with tenants regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, and that no rental income arising under the tenant leases has been or will be collected in advance of the time when it becomes due, except as otherwise acknowledged and agreed to elsewhere in this Agreement.
6. Should a vacancy occur, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria presently used by Seller to fill vacancies.
7. In the event of a vacancy at time of transfer of the title, any vacant unit shall be free of personal belongings and in broom clean condition.
8. Seller agrees to render the following portion(s) of the building vacant on or before closing: currently vacant basement apartment.
9. Buyer's obligations under this Agreement are subject to Buyer, within 14 days of the Effective Date of the Agreement, obtaining satisfactory evidence from the municipality that the property contains 10 legally authorized units. If Buyer is unable to obtain such evidence, Buyer may declare the Agreement null and void by notifying Seller in writing within the specified number of days and any earnest money shall be returned to Buyer. If Buyer does not notify Seller within the time period set forth above, this contingency is waived by Buyer.

The representations and obligations of this Multi-Family Addendum shall survive closing and passage of title to Buyer.

William P. Simpson 2/21/06  
BUYER DATE

William P. Simpson

BUYER DATE  
and/or assigns

[Signature] 2-22-06  
SELLER DATE

O Batchelder Properties LLC

SELLER DATE



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Mulkerin Associates 426 Forest Avenue, Portland ME 04101  
Phone: (207) 772-2127

Fax: (207) 871-8695

Jeff T. Davis

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Simpson 779 Co



March 01, 2006

Mr. Jeff Davis  
Mulkerin Associates  
426 Forest Avenue  
Portland, Maine 04101

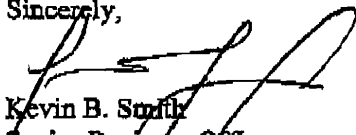
Re: Purchase of 779 Congress Street, Portland, Maine

Dear Jeff:

This is to inform you that William Simpson (LLC/Corp to be formed) has made application to Gorham Savings Bank to finance the purchase of the commercial real estate located at 779 Congress Street, Portland, Maine.

If you should have any questions, please contact me at 221-8956, Ext. 1101

Sincerely,

  
Kevin B. Smith  
Senior Business Officer  
and Vice President

cc: Tom Ranello, ReMax Coastal

CALL CENTER  
(207) 839-4796  
[www.gorhamsavingsbank.com](http://www.gorhamsavingsbank.com)

GORHAM PORTLAND SCARBOROUGH SOUTH PORTLAND STANDISH WATERBORO WEST FALMOUTH WINDHAM

P. 003

MAR-02-2006 THU 02:04 PM



# SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers to help them evaluate the property. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not meant to be a warranty of the condition of the property. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**Note:** Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

PROPERTY LOCATED AT: 779 St Coopers Rd

## SECTION I. WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?  
Pump:  Yes  No  N/A Quantity: \_\_\_\_\_  Yes  No  Unknown  
Quality:  Yes  No  Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? \_\_\_\_\_  Yes  No  
IF YES: Date of most recent test: \_\_\_\_\_ Are test results available? \_\_\_\_\_  Yes  No  
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No  
IF YES, are test results available? \_\_\_\_\_  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_

• IF PRIVATE:  
INSTALLATION: Location \_\_\_\_\_  
Installed BY: \_\_\_\_\_ DATE of Installation: \_\_\_\_\_  
What is the source of you information: \_\_\_\_\_  
USE: Number of Persons currently using system? \_\_\_\_\_  
Does system supply water to more than one household? \_\_\_\_\_  Yes  No  Unknown

COMMENTS: \_\_\_\_\_  
ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? \_\_\_\_\_  Yes  No

## SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: PUBLIC:  Yes  No QUASI-PUBLIC:  Yes  No  
PRIVATE:  Yes  No UNKNOWN:

• IF PUBLIC OR QUASI-PUBLIC:  
Have you experienced any problems such as line or other malfunctions? \_\_\_\_\_  Yes  No  
What steps were taken to remedy the problem? n/a

• IF PRIVATE:  
TANK:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_  
Tank Size:  500 Gal.  1000 Gal.  Unknown  Other: \_\_\_\_\_  
Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_  
Location: \_\_\_\_\_ OR  Unknown Date of Installation: \_\_\_\_\_  
Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_  
Have you experienced any malfunctions? \_\_\_\_\_  Yes  No  
If yes, give the date and describe the problem: \_\_\_\_\_

LEACH FIELD: \_\_\_\_\_  Yes  No  
IF YES: Location: \_\_\_\_\_  
Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_  
Date of Last Servicing: \_\_\_\_\_ Name of Service Company: \_\_\_\_\_  
Have you experienced any malfunctions? \_\_\_\_\_  Yes  No  
If yes, give the date and describe the problem & what steps were taken to remedy: \_\_\_\_\_

IS SYSTEM LOCATED IN A SHORELAND ZONE?: \_\_\_\_\_  Yes  No  Unknown

SOURCE OF INFORMATION: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_  
ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION? \_\_\_\_\_  Yes  No

Rev. Oct. 2002 Page 1 of 3 - SPD Buyer(s) Initials JAB Seller(s) Initials \_\_\_\_\_

PROPERTY LOCATED AT 779-781 Canyon St.

**SECTION III. HEATING SYSTEM(S)/SOURCES(S)**

TYPE(S): FHW / oil  
Age of system(s)/source(s): unknown  
Name of company that services system(s)/source(s): Deer Run  
Date of most recent service call: 2 or 3  
Annual consumption per system(s)/source(s) (i.e. gallons, kilowatt hours, cords): 3,000 gallons @ .959  
Malfunctions per system(s)/source(s) within the past 2 years: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION?  Yes  No

**SECTION IV. HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:  
Are there now, or have there ever been, any underground storage tanks on your property?  Yes  No  Unknown  
IF YES: Are tanks in current use?  Yes  No  
IF NO above: How long have tank(s) been out of service? \_\_\_\_\_  
What materials are, or were, stored in the tank(s)? \_\_\_\_\_  
Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_  
Location: \_\_\_\_\_  
Have you experienced any problems such as leakage? \_\_\_\_\_  
Are tanks registered with the Dept. of Environmental Protection?  Yes  No  Unknown  
If tanks are no longer in use, have tanks been abandoned according to D.E.P.?  Yes  No  Unknown  
Comments: \_\_\_\_\_

B. ASBESTOS - Current or previously existing:  
• as insulation on the heating system pipes or duct work?  Yes  No  Unknown  
• in the siding?  Yes  No  Unknown  
• in flooring tiles?  Yes  No  Unknown  
• in the roofing shingles?  Yes  No  Unknown  
• other: \_\_\_\_\_  Yes  No  Unknown  
IF YES: Source of Information: NA  
COMMENTS: NA

C. RADON/AIR - Current or previously existing:  
Has the property been tested?  Yes  No  Unknown  
IF YES: Date: NA By: NA  
Results: NA If applicable, What remedial steps were taken? \_\_\_\_\_  
Has the property been tested since remedial steps?  Yes  No  
Are test results available?  Yes  No Results & Comments: NA

D. RADON/WATER - Current or previously existing:  
Has the property been tested?  Yes  No  Unknown  
IF YES: Date: NA By: NA  
Results: NA If applicable, What remedial steps were taken? NA  
Has the property been tested since remedial steps?  Yes  No  
Are test results available?  Yes  No Results & Comments: NA

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form for more information)  
Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?  Yes  No  Unknown  
 Unknown but possible due to age  
IF YES, describe location and the basis for the determination: NA  
Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards?  Yes  No  
IF YES, describe: NA  
Are you aware of any cracking, peeling or flaking paint?  Yes  No  
COMMENTS: NA

PROPERTY LOCATED AT 779-781 Capen st.

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL:  Yes  No  Unknown OTHER: \_\_\_\_\_  
LAND FILL:  Yes  No  Unknown  
RADIOACTIVE MATERIAL:  Yes  No  Unknown

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS?  Yes  No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

**SECTION V. GENERAL INFORMATION**

Are there any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private road/homeowner associations or restrictive covenants on the property?  Yes  No  Unknown

IF YES: Explain: \_\_\_\_\_  
What is your source of information: \_\_\_\_\_

Are there any tax exemption(s) or reduction(s) for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption?  Yes  No  Unknown

IF YES: Explain: JVX

Leased Equipment: Type: \_\_\_\_\_  
Roof: Age - Structure: 93 Age - Shingles: rubber  
Moisture or leakage: none  
Comments: none

Foundation/Basement:  Full  Partial  Slab  Crawl  Other: \_\_\_\_\_  
Material:  Concrete  Block  Stone  Brick  Other: \_\_\_\_\_  
Moisture or leakage: \_\_\_\_\_

Mold: Has the property ever been tested for mold?  Yes  No  Unknown If YES, are test results available?  Yes  No  
Has the property been surveyed?  Yes  No  Unknown If YES, is the survey available?  Yes  No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

KNOWN MATERIAL DEFECTS about Physical Condition of Property: none

ATTACHMENTS:  Yes  No

**SECTION VI. ADDITIONAL INFORMATION**

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

[Signature]  
SELLER

11-20-03  
DATE

SELLER

DATE

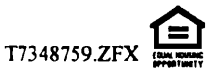
I/we have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER

DATE

BUYER

DATE



LEAD PAINT ADDENDUM

TO CONTRACT DATED 10/23/03 BETWEEN OBP LLC (hereinafter "Seller") AND (hereinafter "Buyer") FOR PROPERTY LOCATED AT 779-781 Congress St. Portland, Me.

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Seller's Disclosure (check one)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
Due to age of home
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- (c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):
Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

- (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Signatures and dates for Seller, Buyer, and Agent.

GEN. BLDG. DATA			BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS													609 APARTMENT DATA		
NO.	LINE	STR. CODE	FLAT +/-	MEASUREMENT 1	MEASUREMENT 2	IDENT. UNITS	COST	% GOOD	NO.	LINE	STR. CODE	FLAT +/-	MEASUREMENT 1	MEASUREMENT 2	IDENT. UNITS	COST	% GOOD	610 PARKING DATA
21	910±010																	008 EFF. 1 BR
LDG	YR BUILT	NO. UNITS		5	7	02			605									002 2 BR 3 BR
211	C 01								606									
FRUCT. TYPE	COST MODIFIER	NO. IDENT. UNITS		4	12	01			607									
									608									0005 UNCOV.

INTERIOR - EXTERIOR DATA

TOTAL OTHER FEATURES & ATTACHED IMPROVEMENTS

SEC. NO.	LEVELS		DIMENSIONS		USE TYPE	WL HT	EXT. WLS	CONS. TYPE	NO.	INTER. FINISH	PTNS	HTG.	AC	PLBG	SPRINK.	SF RATE	PHYS COND	FUNC UTIL FACT	AGE FACT	UNADJUSTED RCN	% GOOD	UNADJUSTED RCN
	FROM	TO	SIZE	PERIM.																		
1	B1	B1	493	49	086	08	00	1	521	100	2	0	0	2	0	0	3	3				
1	B1	B1	1406	141	011	08	00	1	522	100	2	2	0	2	0	0	3	3				
1	01	01	1909	190	011	09	02	1	523	100	2	2	0	2	0	0	3	3				
1	02	02	1909	190	011	09	02	1	524	100	2	2	0	2	0	0	3	3				
1	A1	A1	1861	182	011	09	02	1	525	100	2	2	0	0	0	0	3	3				
									526													
									527													
									528													

STRUCTURE TYPE CODES

- Apart. Garden 344 - Strip Shopping Cen.
- Apartment H.R. 345 - Disc. Dept. Stores
- Hotel/Motel, H.R. 346 - Dept. Stores
- Hotel/Motel, L.R. 347 - Supermarket
- Restaurant 348 - Conv. Food Market
- Fast Food 351 - Bank
- Auto Dealer, F.S. 352 - Savings Inst.
- Ser. Station (full) 353 - Office Building
- Ser. Station (self) 369 - Day Care Center
- Parking Gar/Deck 373 - Retail - single occ.
- Reg. Shop. Mall 396 - Mini Warehouse
- Cmty. Shop. Cen. 397 - Office/Warehouse
- Neigh. Shop. Cen. 398 - Warehouse

USE TYPE CODES

- 011 - Apartment
- 012 - Hotel
- 021 - Motel
- 025 - Dwelling Conv. Office
- 026 - Dwelling Conv. Sales
- 031 - Restaurant
- 032 - Dept. Store
- 033 - Disc. Store/Mkt.
- 034 - Retail Store
- 043 - Manufacturing
- 044 - Light Mfg.
- 045 - Warehouse
- 052 - Medical Cen.
- 053 - Office Bldg.
- 062 - Cinema
- 070 - Ser. Sta. w/bays
- 071 - Ser. Sta. & Conv. Retail
- 072 - Ser. Sta. & Conv. Storage
- 073 - Ser. Sta. no bays
- 081 - Multi-Use Apart.
- 082 - Multi-Use Office
- 084 - Multi-Use Storage
- 090 - Parking Garage
- 100 - Food Franchise (see detail)

INTERIOR / EXTERIOR CODES

- EXTERIOR WALL MATERIAL**
  - 00 - None
  - 01 - Brick or Stone
  - 02 - Frame
  - 03 - Conc. Block
  - 04 - Brick & C.B.
  - 05 - Tile
  - 06 - Masonry & Frame
  - 07 - Mtl., Light
  - 08 - Mtl, Sandwich
  - 09 - Conc. Load Bearing
  - 10 - Conc. Non-Load Bearing
  - 11 - Glass
  - 12 - Glass & Masonry
  - 13 - Enclosure
- HEATING SYSTEM**
  - 0 - None
  - 1 - Hot Air
  - 2 - Hot Water/Steam
  - 3 - Unit Heaters
  - 4 - Electric
  - 5 - Heat Pump
  - 6 - Solar
- AIR CONDITION**
  - 0 - None
  - 1 - Central
  - 2 - Unit
- SPRINKLER**
  - 0 - None
  - 1 - Wet
  - 2 - Dry
  - 3 - Other
- PLBG/WATER**
  - 0 - None
  - 1 - Minimum
  - 2 - Adequate
  - 3 - Good
- % OF SPRINKLER**
  - 1 - 1/4
  - 2 - 1/2
  - 3 - 3/4
  - 4 - Full
- CONSTRUCTION TYPES**
  - 1 - Wood Joist (wd. & steel)
  - 2 - Fire resistant (steel frame)
  - 3 - Fireproof (reinf. conc. frame)
  - 4 - Light Steel
- PARTITIONS**
  - 0 - None
  - 1 - Below Normal
  - 2 - Normal
  - 3 - Above Normal

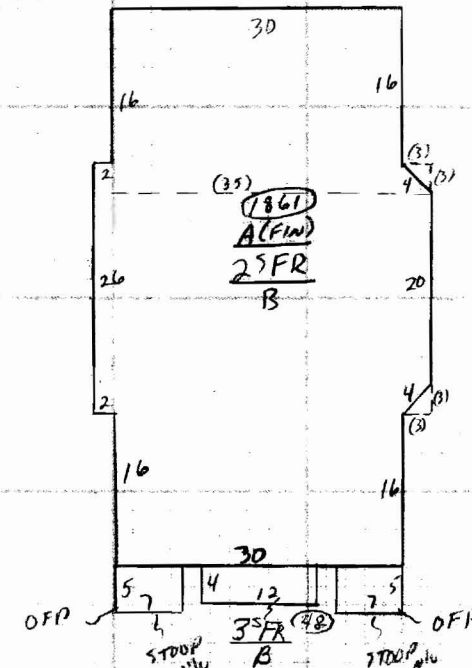
FROM - TO

- A - Attic
- B - Basement
- C - Crawl Space
- E - Enclosure
- M - Mezzanine
- P - Penthouse

TOTAL COST MODIFIER

- RCNLD

BSMT PERIM = 190  
 UNFIN BSMT = 491 @ = 2690 = 49 PERIM  
 FIN BSMT = 1406 @ = 7490 = 141 PERIM



DELETE 701-706 YARD IMPROVEMENTS AND/OR SECONDARY BUILDINGS									
STR. CODE	FLAT +/-	DIMENSIONS SIZE	IDEN UNIT	PHYS COND	FUNC. UTIL.	YR BLT	% GD	RCN	RCNLD
PA1		1728	01	2	2	75			
TOTAL									

- PHYSICAL CONDITION**
  - 1 - Poor
  - 2 - Fair
  - 3 - Normal
  - 4 - Good
  - 5 - Rehabilitated
- FUNCTIONAL UTILITY**
  - 0 - None
  - 1 - Poor
  - 2 - Fair
  - 3 - Normal
  - 4 - Good

YARD & SECONDARY BUILDING STRUCTURE CODES

- PA1 - Paving, Asph. Parking
- PA2 - Paving, Serv. Station
- PC1 - Paving, Conc. Parking (average)
- PC2 - Paving, Conc. Heavy Duty
- AP1 - Fence, Chainlink
- RR1 - Railroad Trackage
- CP5 - Canopy Only
- CP7 - Canopy, Serv. Sta. (economy)
- CP8 - Canopy, Serv. Sta. (average)
- CP9 - Canopy, Serv. Sta. (good)

BUILDING OTHER FEATURES / ATTACHED IMPROVEMENTS - STRUCTURE CODES

- L1 - Elev. Elect. Freight
- L2 - Elev. Elect. Pass.
- L3 - Elev. Hyd. Freight
- L4 - Elev. Hyd. Pass.
- LD1 - Ldg. Dock, Stl. or Conc.
- LD2 - Ldg. Dock, Wood
- LD3 - Ldg. Dock, Inter.
- LD4 - Truck or Train Well, Interior
- DL1 - Dock Level Floors
- OD1 - O H Doors, Wd or Mtl
- OD2 - O H Doors, Rolling Stl.
- EE1 - Enclosed Entry
- SF1 - Store Front, Wd. Frame
- SF2 - Store Front, Av. Mtl.
- SF3 - Store Front, Elaborate
- MS1 - Miscellaneous Structure

TOTAL OTHER IMPROVEMENTS

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** 047 A015001  
**Location** 779 CONGRESS ST  
**Land Use** FIVE TO TEN FAMILY

**Owner Address** O BACHELDER PROPERTIES LLC  
 PO BOX 6636  
 PORTLAND ME 04101

**Book/Page** 17048/248  
**Legal** 47-A-15  
 CONGRESS ST 779-781  
 5016 SF

**Current Assessed Valuation For Fiscal Year 2006**

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$51,230	\$316,330	\$367,560

**Estimated Assessed Valuation For Fiscal Year 2007\***

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$67,900	\$465,400	\$533,300

\* Value subject to change based upon review of property status as of 4/1/06.  
 The tax rate will be determined by City Council in May 2006.

**Building Information**

<b>Bldg #</b>	<b>Year Built</b>	<b># Units</b>	<b>Bldg Sq. Ft.</b>	<b>Identical Units</b>
1	1910	10	6647	1

<b>Total Acres</b>	<b>Total Buildings</b>	<b>Sq. Ft.</b>	<b>Structure Type</b>	<b>Building Name</b>
0.115	6647		APARTMENT - GARDEN	

**Exterior/Interior Information**

<b>Section</b>	<b>Levels</b>	<b>Size</b>	<b>Use</b>
1	B1/B1	493	SUPPORT AREA
1	B1/B1	1406	APARTMENT
1	01/01	1909	APARTMENT
1	02/02	1909	APARTMENT
1	03/03	930	APARTMENT

<b>Height</b>	<b>Walls</b>	<b>Heating</b>	<b>A/C</b>
8		NONE	NONE
8		HW/STEAM	NONE
9	FRAME	HW/STEAM	NONE
9	FRAME	HW/STEAM	NONE
8	FRAME	HW/STEAM	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

**Building Other Features**

<b>Line</b>	<b>Structure Type</b>	<b>Identical Units</b>
3	PORCH - COVERED	2
5	OPEN AREA - MOTEL/APARTMENT	1

### Sales Information

Date	Type	Price	Book/Page
12/01/2001	LAND + BLDING	*500,000	17048-248
06/01/1997	LAND + BLDING	*156,000	13150-133
05/01/1991	LAND + BLDING	*239,623	09569-165

### Picture and Sketch

Picture

Sketch

Click here to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

**New Search!**

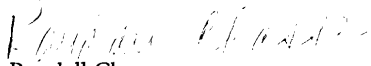
March 30, 2006

Marge Schmuckal  
Zoning Administrator  
Department of Planning  
And Development  
City Of Portland  
Portland, Maine

Dear Marge:

I purchased the building located at 779-781 Congress st. Portland, Maine in 1972. I converted the building from a Boarding house to a 10-unit apartment building in 1974 and sold the building as a 10 unit in 1976. If you have any questions please feel free to call me at 767-7443.

Sincerely,

  
Randall Chasse



DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME  
APR 21 2006  
RECEIVED

41.  
1728 D

9'  
→

PARKING AREA

120'

DRIVEWAY Shared

□ TANK BARRELS  
PARKING AREA has  
RIGHT OF WAY TO  
RIGHT

□  
□  
□

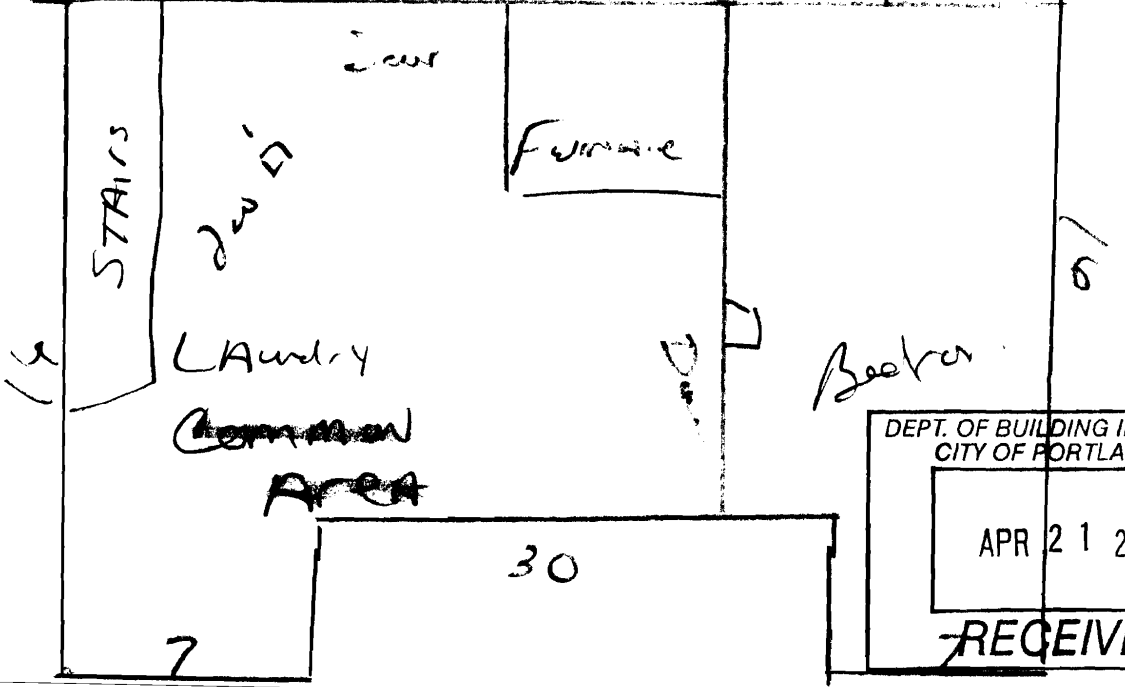
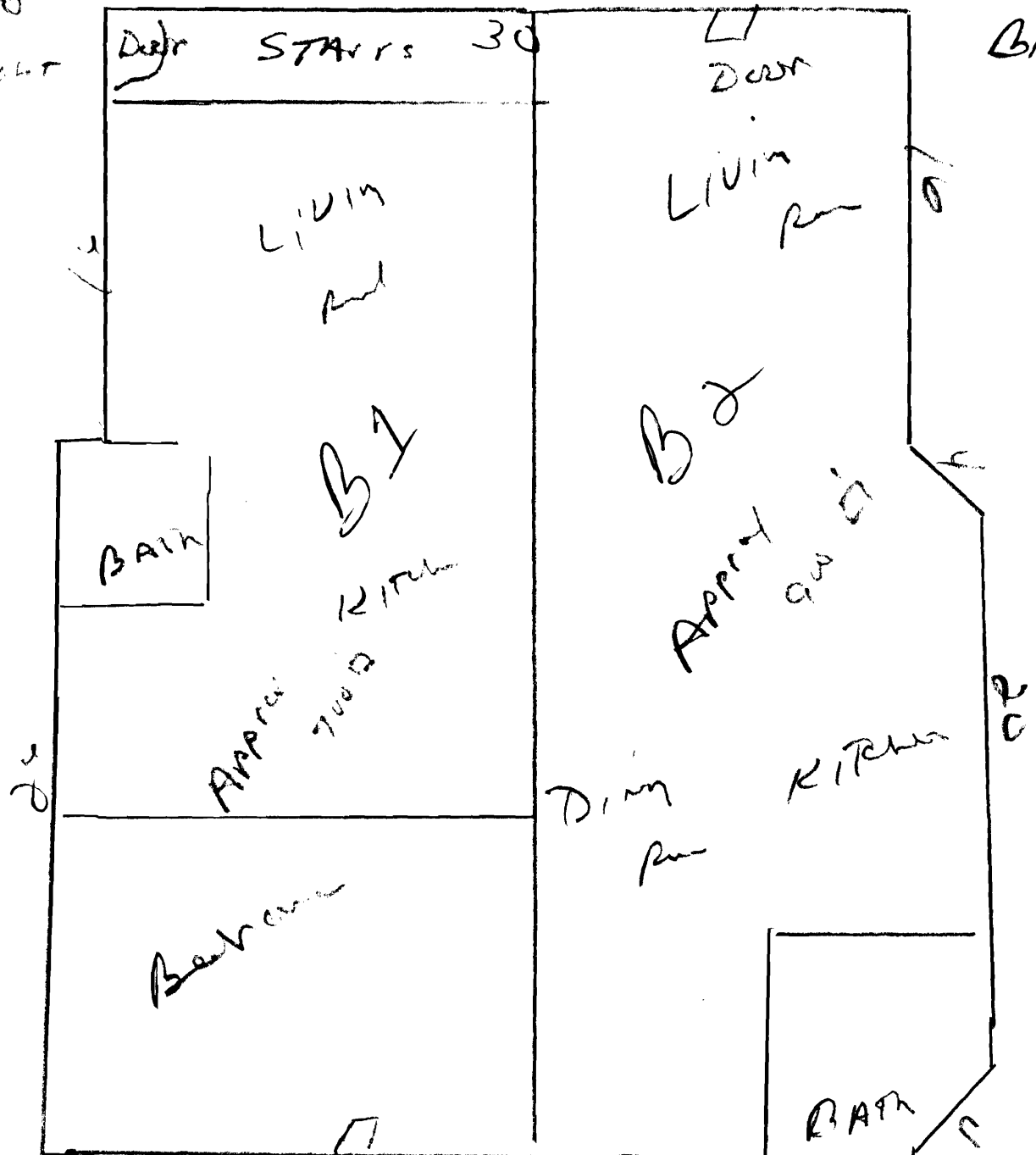


one to  
DAYLIGHT

DEPT STAIRS 30

LI  
DEPT

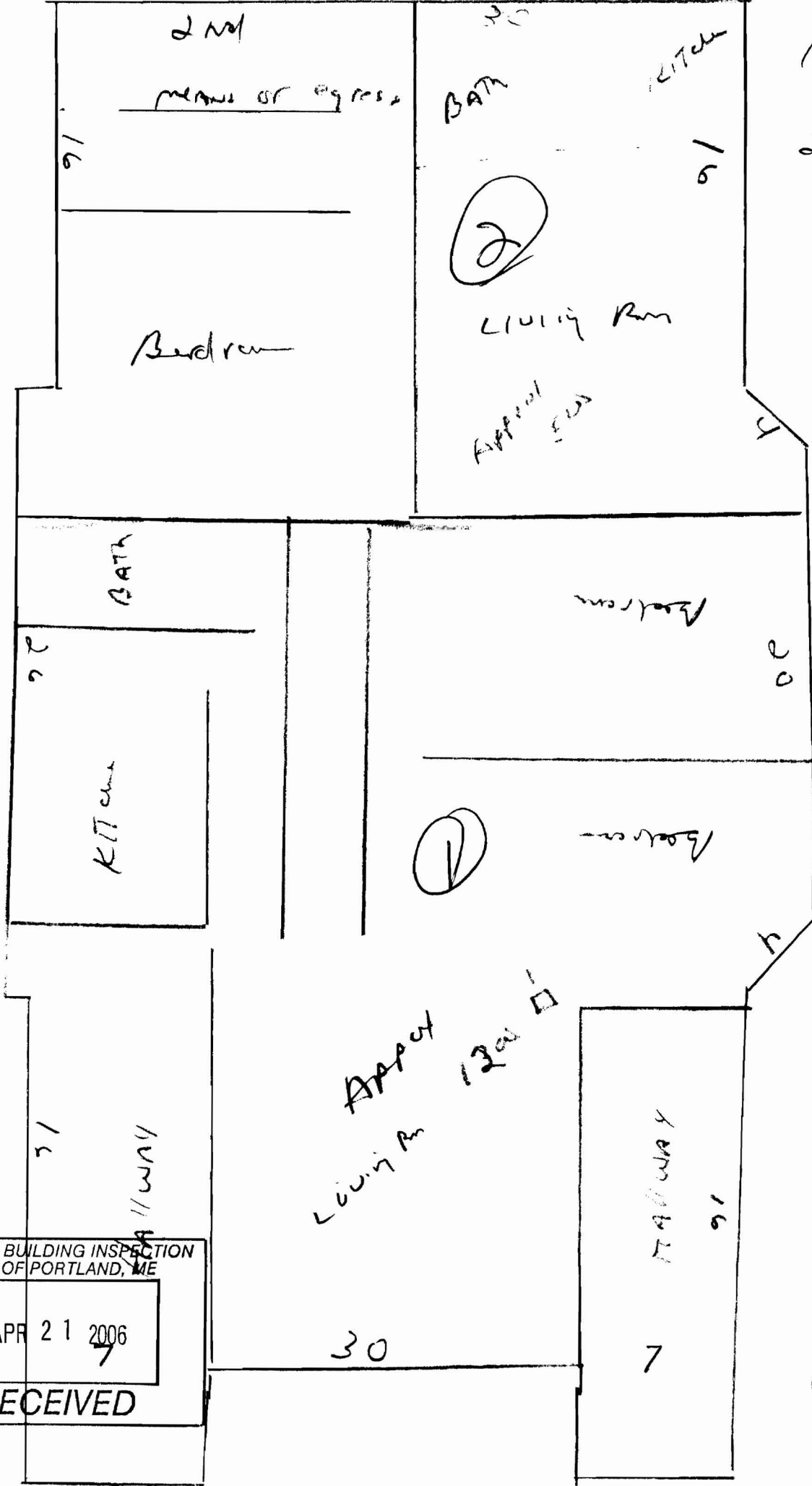
Basement



DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

APR 21 2006

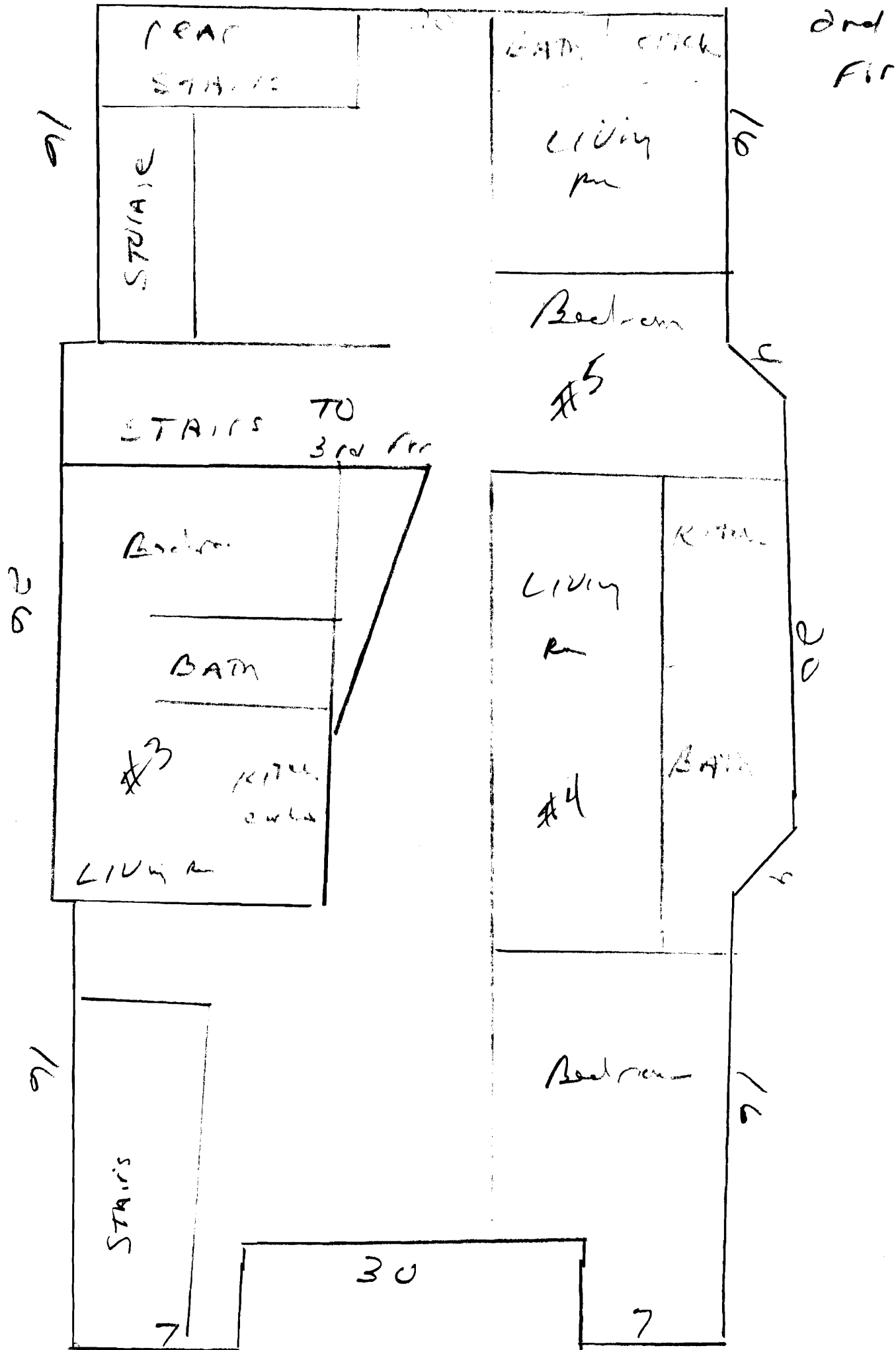
RECEIVED

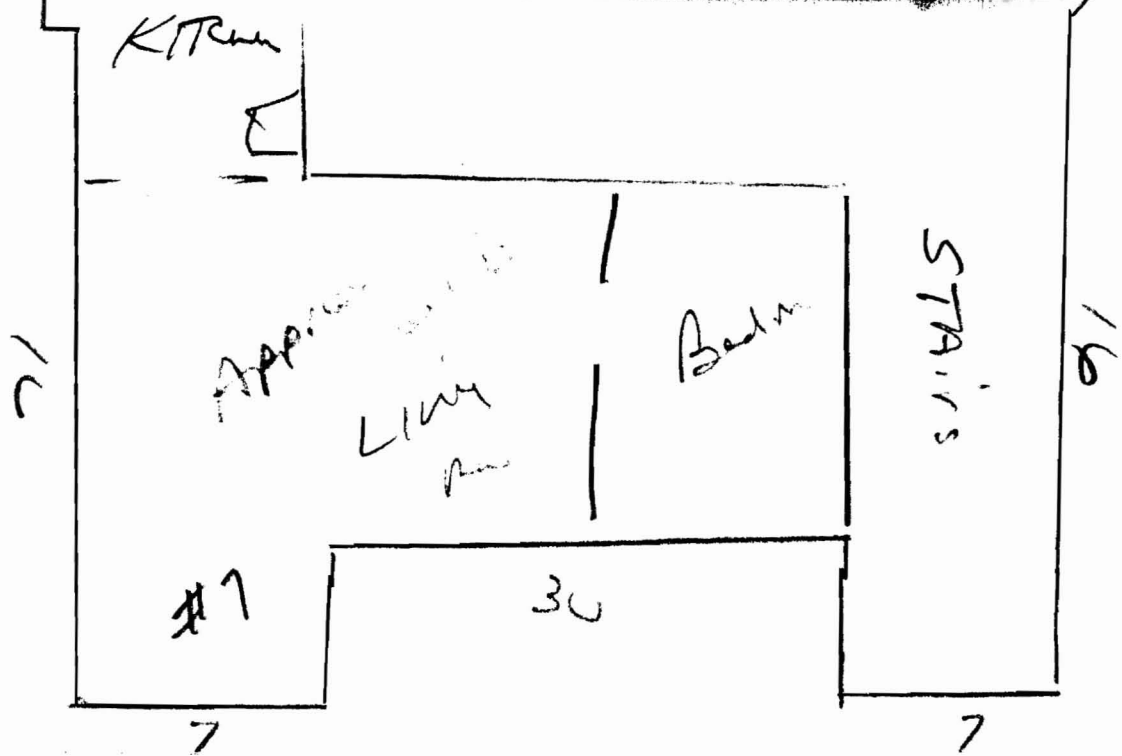
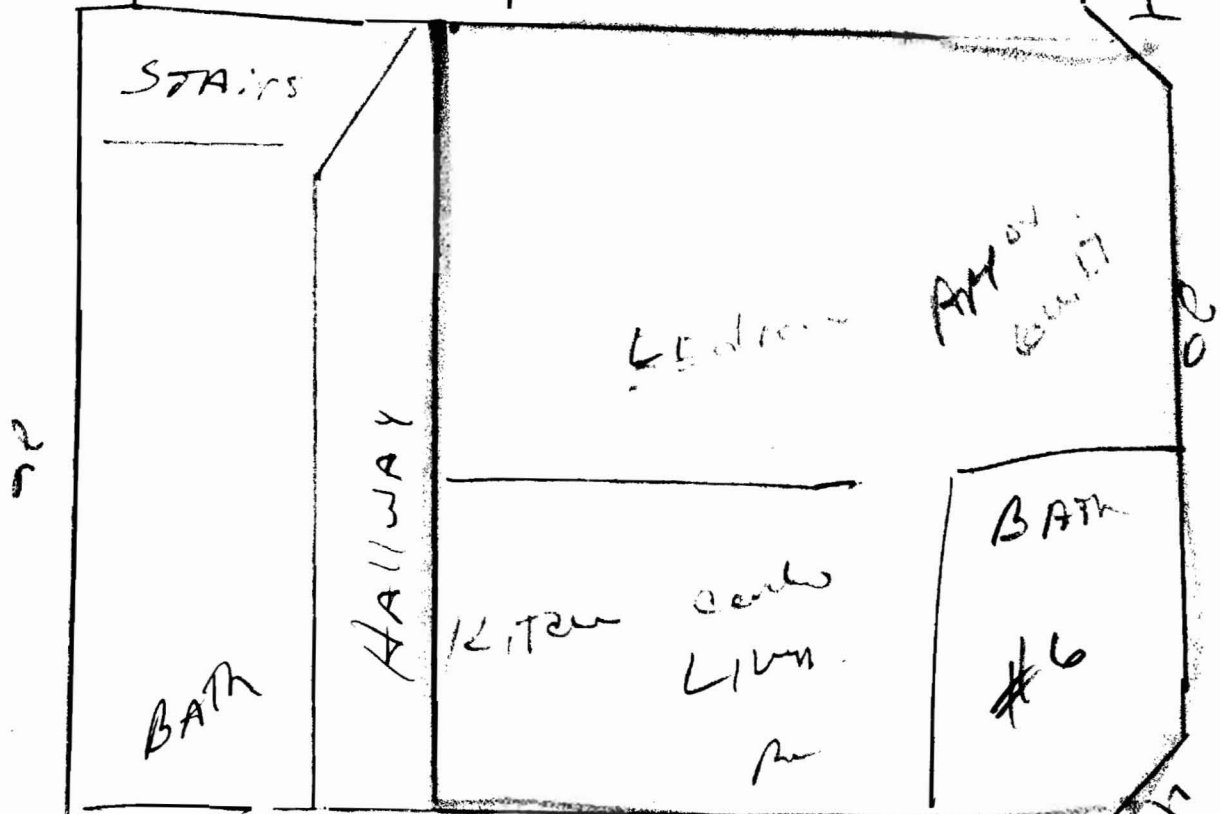
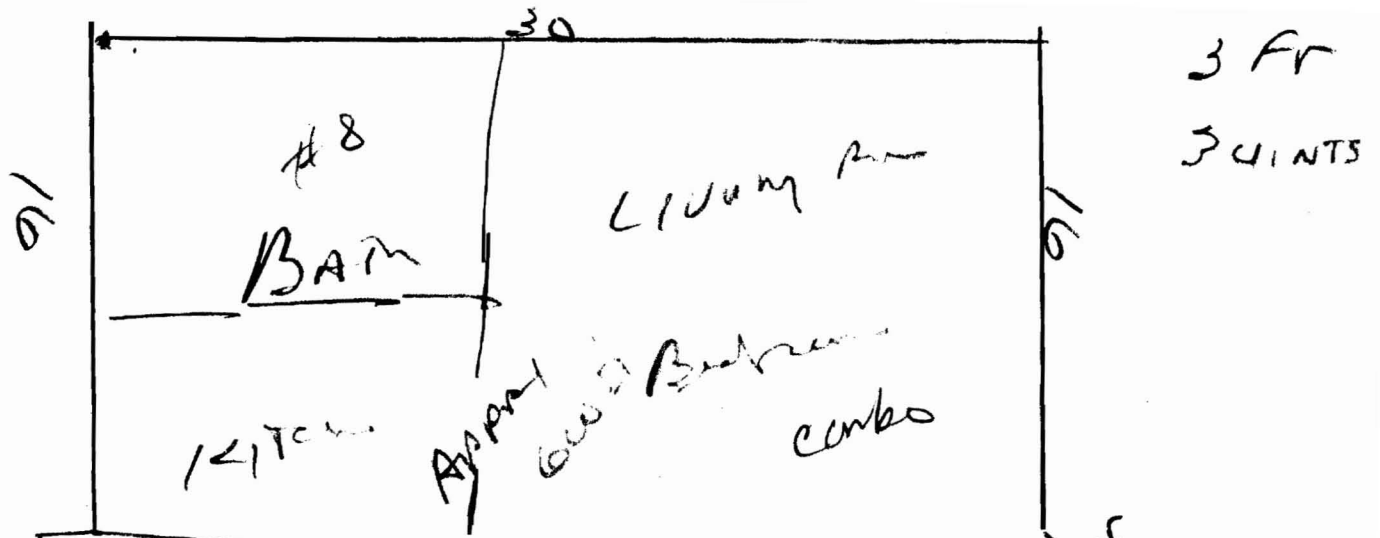


DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME

APR 21 2006

RECEIVED







DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

APR 21 2006

**RECEIVED**



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

*Lee Urban- Director of Planning and Development  
Marge Schmuckal, Zoning Administrator*

April 20, 2006

Thomas Ranello  
C/O Remax Coastal  
15 Williamsburg Lane  
Scarborough, ME 04074

RE: 779 Congress Street – 047-A-015 – B2b – legalize illegal units – permit # 06-0470

Dear Mr. Ranello,

I am in receipt of your application to legalize five illegal units at 779 Congress Street. In reviewing your application, it has come to my attention that the application is incomplete. Section 14 – 391 of the ordinance spells out exactly what information is required to complete the application to legalize nonconforming dwelling units. You have not included most of the required information. The only relevant information that you submitted is the letter form a previous owner, Randall Chasse, who owned the building from 1972 until 1976 and converted the building from a boarding house to a 10 unit apartment during that time period. Unfortunately the letter is not valid because it needs to be notarized by a notary public. You also need to include a plot plan drawn to scale that includes the location of the building, parking, easements, dumpsters, fences, public ways and other significant features. A dimensional floor plan for every unit in the building is also required. This permit will be on hold until all the required information has been submitted.

If you have any questions regarding this matter, please feel free to call me. I have enclosed a copy of section 14 – 391 of the ordinance that spells out the process.

Sincerely,

Ann B. Machado  
Zoning Specialist  
(207) 874-8709

**From:** Gayle Guertin  
**To:** Mike Nugent  
**Date:** 4/27/2006 3:41:00 PM  
**Subject:** 779 Congress St. Legalization of non conforming units

779 Congress St.  
Owner: O Bachelder Properties, LLC  
CBL: 047 A015

Sent out abutters notice as of 04/27/06.

Gayle

**CC:** Ann Machado; Gayle Guertin; Marge Schmuckal





CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 779 CONGRESS ST

CBL 047 A015001

Issued to O BACHELDER PROPERTIES LLC

Date of Issue 11/07/2007

**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. 06-0470, 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

Entire Building

APPROVED OCCUPANCY

10 Residential units  
Use Group R2  
Type 5B

**Limiting Conditions:** This does not certify City of Portland Building Code compliance, this is a legalization of existing units, which was inspected for Housing and Fire/Life Safety Codes.

This certificate supersedes  
certificate issued

Approved:

11-7-07

(Date)

Inspector *[Signature]* 202

*[Signature]* 1/15/07  
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.

**IMPORTANT NOTICE FROM CITY OF PORTLAND  
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS  
IN THE VICINITY OF 779 Congress STREET**

**Issues:** William Simpson, potential owner of the property located at 799 Congress Street, have submitted an application to legalize 5 existing nonconforming dwelling units for a total of 10 dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

**Feedback:** If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to:

City of Portland Zoning Administration  
City Hall - Room 315  
389 Congress Street  
Portland, Maine 04101

**FOR MORE INFORMATION**

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00 am to 4:00 pm weekdays

*to Gayle 4/25/06*

**IMPORTANT NOTICE FROM CITY OF PORTLAND  
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS  
IN THE VICINITY OF 779 CONGRESS STREET**

**Issues:** O Bachelder Properties Llc , owners of the property located at 779 Congress Street, have submitted an application to legalize five existing non-conforming dwelling unit for a total of ten dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

**Feedback:** If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315 389 Congress Street Portland, Maine 04101

**FOR MORE INFORMATION**

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ZONING DIVISION**

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**TO RESIDENTS AND PROPERTY OWNERS  
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**Feedback:** If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315 389 Congress Street Portland, Maine 04101

**FOR MORE INFORMATION**

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00am to 4:00pm weekdays.

**IMPORTANT NOTICE FROM CITY OF PORTLAND  
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS  
IN THE VICINITY OF 779 CONGRESS STREET**

**Issues:** O Bachelder Properties Llc , owners of the property located at 779 Congress Street, have submitted an application to legalize five existing non-conforming dwelling unit for a total of ten dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

**Feedback:** If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315 389 Congress Street Portland, Maine 04101

**FOR MORE INFORMATION**

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**From:** Gayle Guertin  
**To:** Mike Nugent  
**Subject:** 779 Congress St. Legalization of non conforming units

779 Congress St.  
Owner: O Bachelder Properties, LLC  
CBL: 047 A015

Sent out abutters notice as of 04/27/06.

Gayle

**CC:** Ann Machado; Gayle Guertin; Marge Schmuckal