

(R)

B2b

B3

C33 005 014

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, if Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number: 071437

PERMIT ISSUED

This is to certify that SEYMOUR WENDY E

has permission to Legalization of 3 nonconforming dwelling units - total of residential units

JUL 27

AT 64 DEERING ST PL 047 C006001

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

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

Verification of inspection must be given and when permission procured before this building or part thereof is opened or service closed-in. 4
OUR NOTICE REQUIRED

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

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. R. Johnson

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Director, Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 07-1437	Issue Date:	CBL: 047 C006001
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Location of Construction: 64 DEERING ST	Owner Name: SEYMOUR WENDY E	Owner Address: 64 DEERING ST	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	Zone: R-6

Past Use: Residential - Lodging house	Proposed Use: 3 Residential units - Legalization of 3 nonconforming dwelling units for a total of 3 residential units	Permit Fee: \$1,125.00	Cost of Work: \$900.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>	INSPECTION: Use Group: <i>R-2</i> Type: <i>SB</i> <i>Legalization Permit</i>	

Proposed Project Description:
Legalization of 3 nonconforming dwelling units for a total of 3 residential units

Signature: *(KG)*

Signature: *(Signature)*

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 11/19/2007	Zoning Approval	
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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

Shoreland

Wetland

Flood Zone

Subdivision

Site Plan

Maj Minor MM

OK w/ conditions

Date: *7/14/10*

Zoning Appeal

Variance

Miscellaneous

Conditional Use

Interpretation

Approved

Denied

Date: _____

Historic Preservation

Yes

Not in District or Landmark

Does Not Require Review

Requires Review

Approved

Approved w/Conditions

Denied

any exterior work requires a separate review approval thru historic preservation.

Date: _____

PERMIT ISSUED

JUL 27

City of Portland

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
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RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	DATE	PHONE
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City of Portland, Maine - Building or Use Permit

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

Permit No: 07-1437	Date Applied For: 11/19/2007	CBL: 047 C006001
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Location of Construction: 64 DEERING ST	Owner Name: SEYMOUR WENDY E	Owner Address: 64 DEERING ST	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	

Proposed Use: 3 Residential units - Legalization of 3 nonconforming dwelling units for a total of 3 residential units	Proposed Project Description: Legalization of 3 nonconforming dwelling units for a total of 3 residential units
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Dept: Zoning Status: Approved with Conditions Reviewer: Ann Machado Approval Date: 07/14/2010


Note: Ok to Issue:

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) With the issuance of this permit and the certificate of occupancy, this property shall be a three family dwelling. Any change of use shall require a separate permit application for review and approval.

Dept: Building Status: Approved with Conditions Reviewer: Tammy Munson Approval Date: 07/27/2010

Note: Ok to Issue:

- 1) Contruction activity was not applied for or reviewed as a part of this permit. This permit authorizes legalization of dwelling units ONLY.



CITY OF PORTLAND, MAINE
Department of Building Inspections

Received from SIMULACRA PROPERTIES LLC Date 11 19 2007

Location of Work _____

Cost of Construction \$ _____

Permit Fee \$ _____

Building (IL) _____ (U2) _____

Other _____

CBL: 47 C00

Check #: _____

(3) Certificate of Occupancy 225
Legalized 900.00

THIS

No work is to be posted upon the premises. A permit will be granted. PRESERVATION case permit cannot be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

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

Location of Construction: 64 DEERING ST	Owner Name: SEYMOUR WENDY E	Owner Address: 64 DEERING ST	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	

11/29/2007-jmb: Routed forms to Mike Menario and Fire

2/28/2008-amachado: Jeanie, Captain Cass and I met with Michael Seymour to discuss what he needed to do to meet life safety code for three units. Captain Cass told him that the building had to be sprinkled since it was a change of use to three dwelling units. With the building being sprinkled, a second means of egress is not necessary. Permit is on hold until sprinkler system is installed.

6/30/2009-amachado: Permit #09-0668 has been applied for to put a sprinkler system in the building.

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months, if the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.**

 X **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**

NOTE: There is a \$75.00 fee per inspection at this point.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 09-0668	Issue Date: 07/14/2009	CBL: 047 C006001
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Location of Construction: 64 DEERING ST	Owner Name: SEYMOUR WENDY E	Owner Address: 536 SHOREBIRD CIR # 5202	Phone: 650-569-5467
Business Name:	Contractor Name: Dean & Allyn Inc.	Contractor Address: P.O. Box 709 Gray	Phone: 2076575646
Lessee/Buyer's Name	Phone:	Permit Type: Sprinkler Systems	Zone:

Past Use: Residential - Lodging house - connected to permit #07-1437 to legalize three dwelling units.	Proposed Use: Residential - Install Sprinkler System as part of process to legalize three illegal dwelling units	Permit Fee: \$190.00	Cost of Work: \$17,000.00	CEO District: 2
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	

Proposed Project Description: Install Sprinkler System	Signature:	Signature:
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: lmd	Date Applied For: 06/24/2009	Zoning Approval		
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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CERTIFICATION

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

SIGNATURE OF APPLICANT _____ ADDRESS _____ DATE _____ PHONE _____

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

From: Gregory Cass
To: Ann Machado
Date: 2/20/2008 3:21:47 PM
Subject: Re: 64 Deering Street

~~2:00~~ 1:00

Thurs. in the afternoon between 1:00 and 3:30
Thanks

>>> Ann Machado 2/20/2008 8:31:43 AM >>>
Greg -

There is a permit to legalize three illegal units at 64 Deering Street. Mike M. and Ben did the inspection and failed it for a number of reasons. One is that the third floor apartment needs a second means of egress. The architect and possibly the owner would like to meet with you and me to talk about what options they have that will meet the life safety code. Jeanie is away this week, but I would like her to a part of this too.

The architect is free next Wednesday afternoon, Feb. 27 and all day Thursday, Feb. 28. Does any time work for you in that time frame?

Thanks, Ann

Susan Carter Grane landscaping

Ⓟ - means of egress

office - 781-2955

(cell - 671-920)

- need plans of what is there

- pictures

- proposed.

Feb 28. Thurs. 1:00

From: Ann Machado
To: Gregory Cass
Date: 2/21/2008 8:47:45 AM
Subject: Meeting for 64 Deering Street

Greg -

Susan Carter will meet us at room 315 at 1:00 on Thursday, Feb. 28.

Jeanie, 64 Deering Street is a legalization permit. One of the issues that they had was a second means of egress from the third floor apartment. Greg and I are meeting with Susan Carter to talk about the second egress next Thursday, Feb. 28 at 1:00. I was wondering if you could make it?

Thanks, Ann

CC: Jeanie Bourke

Susan Carter - 781-2955
(cell - 671-9710)



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

*Penny St. Louis Littell - Director of Planning and Urban Development
Marge Schmuckal, Zoning Administrator*

March 13, 2009

Michael Seymour
375 Blackstrap Road
Falmouth, ME 04105

RE: 64 Deering Street – 047 C006 – R-6 – legalization of illegal dwelling units – permit #07-1437

Dear Mr. Seymour,

Enclosed are the General Building Permit Application and the Portland Fire Department Sprinkler Plan Review Request Form. Your application needs to be submitted within the next thirty days, so your permit to legalize three illegal dwelling units can be moved forward.

Please feel free to call me at 874-8709 if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "Ann B. Machado".

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

Marge Schmuckal - Re: legalizing illegal units

From: Marge Schmuckal
To: Tammy Munson
Date: 3/24/2010 2:58 PM
Subject: Re: legalizing illegal units

Great, because Fire also needs to sign off on it too.
Thanks. I hope you are enjoying your training.\
Marge

Needs Scheduling

>>> Tammy Munson 3/24/2010 2:54 PM >>>

If Mike noted violations, I would have the front staff schedule a follow up inspection. This way, the fire inspectors are also notified. You can give the permit to the front staff and have them put it in the pick up basket. It will be either Jon or Suzanne with a fire inspector. ←

>>> Marge Schmuckal 3/24/2010 12:52 PM >>>

Tammy,

I have an application to legalize illegal units at 64 Deering Street. There were some issues and the applicant has addressed some of them, such as adding a sprinkler system (3 du units). I want the sign-off sheet for the housing inspection to be re-evaluated to try to move this permit along. The previous inspector was Mike Menario. Who should I give these sign off sheets to now?

Thanks,
Marge

17C-6

Ann Machado - 64 Deering Street

From: Ann Machado
To: Benjamin Wallace; Jonathan Rioux
Date: 4/12/2010 1:46 PM
Subject: 64 Deering Street

Jon & Ben -

There is a permit to legalize three units at this address (#07-1437). You were both scheduled for an inspection on 3/30/10 with Steve Corey.

Did this inspection happen and if so what was the outcome?

Thanks.

Ann

4/12/10 * Jon said the inspection didn't happen. Owner wasn't ready - didn't have access to all units.
- Jon will try to schedule inspection for full walk thru

Ann Machado - Inspection at 64 Deering Street

From: Ann Machado
To: Brian Laflamme; Jonathan Rioux; Keith Gautreau
Date: 7/12/2010 2:19 PM
Subject: Inspection at 64 Deering Street
CC: Benjamin Wallace

Keith, Jon & Brian,

Urban Insight had a final/certificate of occupancy inspection scheduled for 64 Deering Street for 6/24/10.

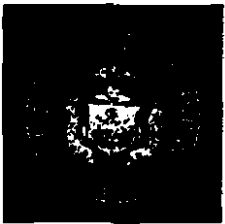
First of all, did this inspection happen?

If so, since this is a permit to legalize three illegal dwelling units, zoning needs an inspector to sign off on the Housing code compliance sheet saying that the building meets the housing code and needs fire to sign off on the Life Safety compliance sheet. These sheets need to be returned to zoning. Once zoning has received those sheets, then the permit can be issued. If there are no violations that need to be corrected, then the certificate of occupancy can be issued immediately.

I need those sheets. You can get a blank one from me to fill out. They are trying to sell the building so it would be good to finish this and get the C. of O. issued if the building is ready.

Thanks.

Ann



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: 64 Deering St. 47-C-006

Notices to owners of properties situated within 300 feet sent on: gave to buyer 11/29/07, sent out 11/30/07

City Housing Ordinance compliance given on: 11/29/07 received: disapproved. ~~denied~~ 1/14/08 see list of violations
approved 7/13/10 - Jen Ryan

City NFPA compliance given on: 11/29/07 received: disapproved 1/21/08
approved 7/14/10 Cap & Gauthier

Received any letters within 10 days from notices sent? no.

Unit(s) existed prior to April 1, 1995? yes - assessor's card from 1990

Unit(s) shown to be established by different owner? multi family addendum contract for sale of real estate - July 13, 2006

Site plan included: yes

Floor plans included? yes

Is ZBA action required? _____



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: 64 Deering St. 47-C-006

Owner: Wendy Seymour

Address of Owner: 64 Deering St. **Telephone:** 650-269-5467

Applicant information if different than above: Michael Seymour
375 Blindship Rd
Falmouth ME 04105 749-7787

Current number of legal units: (zero) 0

Number of units to be legalized: (three) 3
total (three) 3

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

Conditions: Re-secure light fixtures identified & inspection, lock on fire alarm panel "circuit breaker" through penetrations @ 1st floor screens in all windows, sprinkler system test & fire door in basement. JAR

Signature: [Signature] **Date:** 07/13/16



* newsheet approved.
7/13/10

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: 64 Deering St. 47-C-006

Owner: Wendy Seymour

Address of Owner: 64 Deering St. **Telephone:** 650-269-5467

Applicant information if different than above: Michael Seymour
375 Blackstrap Rd
Falmouth ME 04105 207-749-7887

Current number of legal units: 0 (zero)

Number of units to be legalized: 3 (three)
total = 3 (three)

Comments of approval or disapproval (list any and all conditions):
12-18-07 10:00 — outlet on island need GFI protection.
- 1. Label Panel + cover — 2. Patch porch railing + Gypsum
- 2. Cap basement floor sewer (2) — 3. Check light in living room 212.511
- 3. Landmark basement stairs + treads & Hole in ceiling kit steam pipe + Floor vent.
- 4. Old basement removed — 5. Front Hallway chair support height
Signature: [Signature] **Date:** 1-14-08/3/24/10

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

389 Congress Street
 Portland, Maine 04101

Inspection Violations

Owner/Manager SEYMOUR WENDY E		Inspector Mike Menario	Inspection Date 12/18/2007
Location 64 DEERING ST	CBL 047 C006001	Status Re-Inspect 30 Days	Inspection Type Building Permit-Inspection

Code	Int/Ext	Floor	Unit No.	Area	Compliance Date
1) 6-116.5	Interior			Basement	
Violation:	Fire Protection				
Notes:	Fire Door				
2) 6-111.1	Interior			Basement	
Violation:	Plumbing standards/Basic facilities.				
Notes:	Cap Sewer drains				
3) 6-108.d	Interior			Basement	
Violation:	Stairways, stairwells, stairs and porches.				
Notes:	Stairway and Landings				
4) 110.26 (B)	Interior			Electrical Panel	
Violation:	NEC 2005/NFPA 70				
Notes:	Label Electrical Panel				
5) 110.26 (B)	Interior			Electrical Panel	
Violation:	NEC 2005/NFPA 70				
Notes:	Remove old panel				
6) 6-116.5	Interior	First Floor			
Violation:	Fire Protection				
Notes:	Fire Door on first floor				
7) 110.26 (B)	Interior	First Floor			
Violation:	NEC 2005/NFPA 70				
Notes:	GFCI outlet on island				
8) 6-108.d	Exterior			Porch	
Violation:	Stairways, stairwells, stairs and porches.				
Notes:	Back porch railing & guards				
9) 110.26 (B)	Interior	First Floor		Living Room	
Violation:	NEC 2005/NFPA 70				
Notes:	Check light support in living room fixture				
10) 6-108.b	Interior				
Violation:	Interior floors, walls, ceilings and doors				
Notes:	Holes in ceiling around steam pipes				

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

389 Congress Street
 Portland, Maine 04101

Inspection Violations

Owner/Manager SEYMOUR WENDY E		Inspector Mike Menario	Inspection Date 12/18/2007
Location 64 DEERING ST	CBL 047 C006001	Status Re-Inspect 30 Days	Inspection Type Building Permit-Inspection

- | | | | |
|-------------------|-----------------------------------|-----------|-------------|
| 11) 110.26 (B) | Interior | | Hall |
| Violation: | NEC 2005/NFPA 70 | | |
| Notes: | Front Hall fixtures check support | | |
| 12) 110.26 (B) | Interior | 2nd floor | |
| Violation: | NEC 2005/NFPA 70 | | |
| Notes: | Fire Door needed | | |
| 13) 6-116.5 | Interior | 2nd floor | Living Room |
| Violation: | Fire Protection | | |
| Notes: | Smoke detector in living | | |
| 14) 6-116.5 | Interior | 2nd floor | Hall |
| Violation: | Fire Protection | | |
| Notes: | Smoke detector in hallway | | |
| 15) 6-116.2 | Interior | 2nd floor | |
| Violation: | Egress | | |
| Notes: | Egress issues | | |
| 16) 110.26 (B) | Interior | 3rd floor | |
| Violation: | NEC 2005/NFPA 70 | | |
| Notes: | Fire door needed | | |
| 17) 6-116.5 | Interior | 3rd floor | |
| Violation: | Fire Protection | | |
| Notes: | Smoke detectors needed | | |
| 18) 6-116.2 | Interior | 3rd floor | |
| Violation: | Egress | | |
| Notes: | Egress issues | | |

Comments:



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: 64 Deering St. 47-C-006

Owner: Wendy Seymour

Address of Owner: 64 Deering St. Telephone: 650-269-5467

Applicant information if different than above: Michael Seymour
375 Blackstrap Rd
Falmouth ME 04105 749-7787

Current number of legal units: 0 (zero)

Number of units to be legalized: 3 (three)
total: 3 (three)

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

- Sprinkler compliance letter received 07/13/2010. (KW)
- Self-closing basement door.

Signature: CAPT. Keith Sauter Date: 07/14/2010

Zoning Division
Marge Schmuckal
Zoning Administrator



Department of Planning & Development
Lee Urban, Director

given 11/29/07
see
X newsheet approved

CITY OF PORTLAND

7/14/10

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: 64 Deering St. 47-C-006

Owner: Wendy Seymour

Address of Owner: 64 Deering St. Telephone: 650-269-5467

Applicant information if different than above: Michael Seymour
375 Blackthrop Rd
Baldwin ME 04105 207-749-7887

Current number of legal units: 0 (zero)

Number of units to be legalized: 3 (three)
total = 3 (three)

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

See housing report for life safety issues

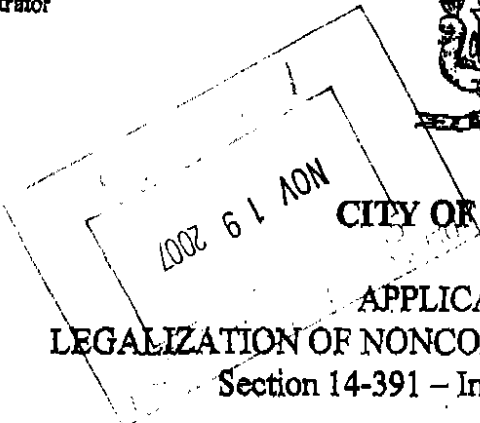
PLEASE
re-evaluate

Signature: B. [Signature]

Date: 1/28/08 / 3/24/10

Zoning Division
Marge Schmuckal
Zoning Administrator

Department of Planning & Development
Lee Urban, Director

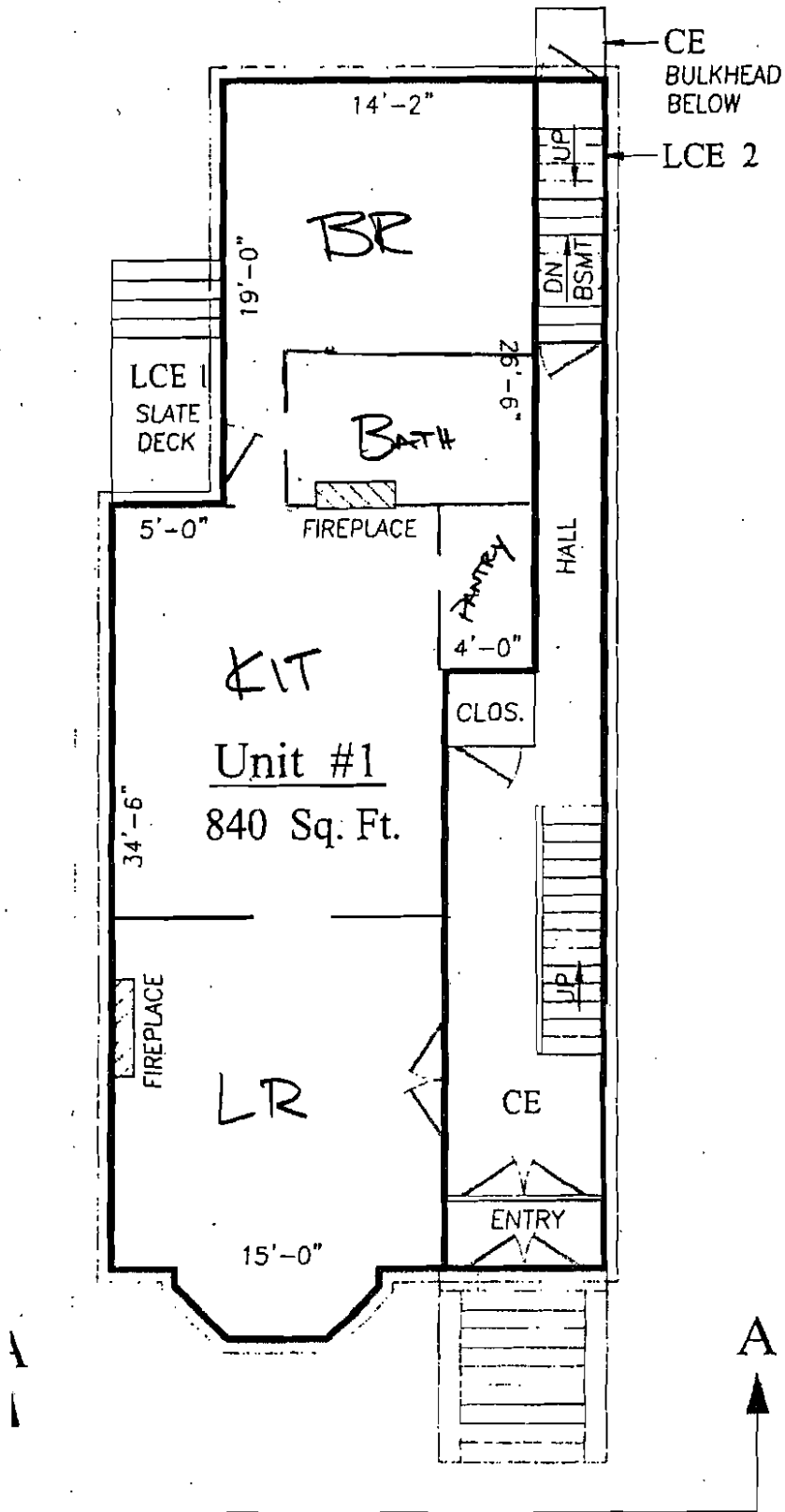


CITY OF PORTLAND

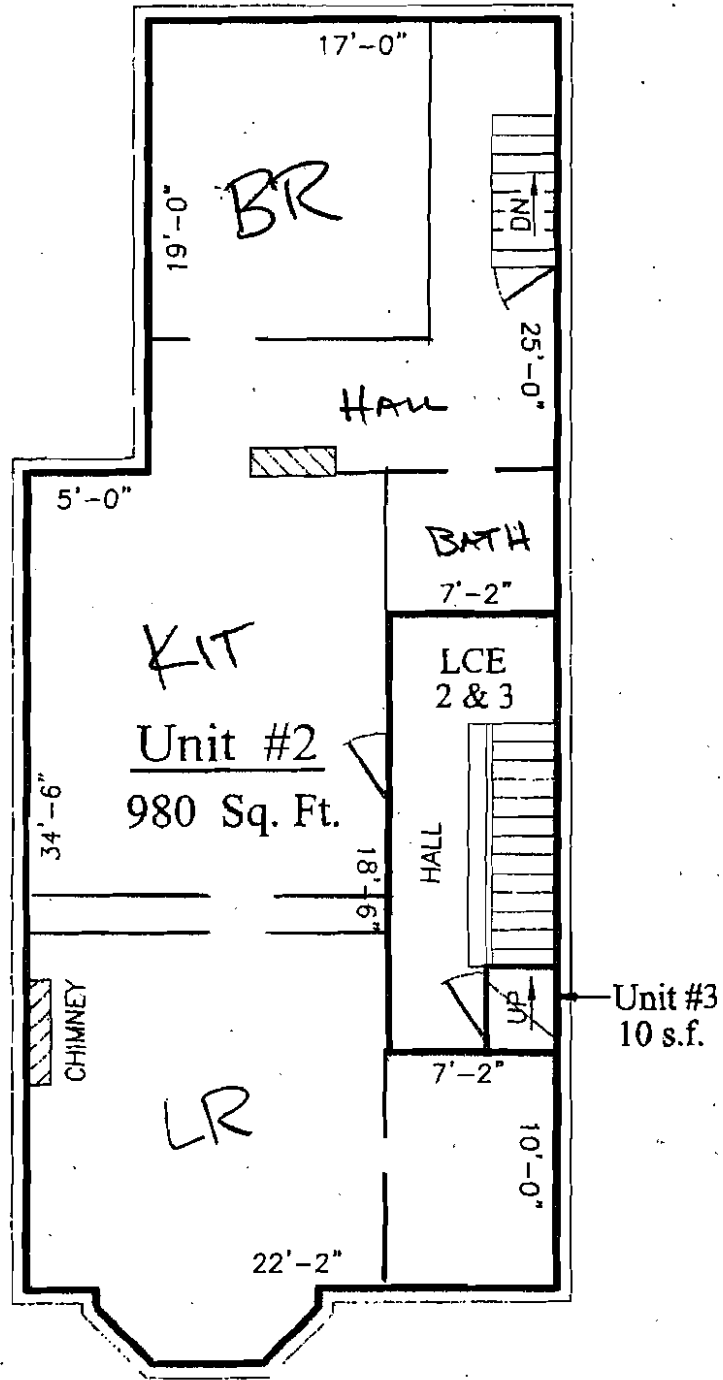
**APPLICATION FOR
LEGALIZATION OF NONCONFORMING DWELLING UNITS**

Section 14-391 - In effect March 24, 2004

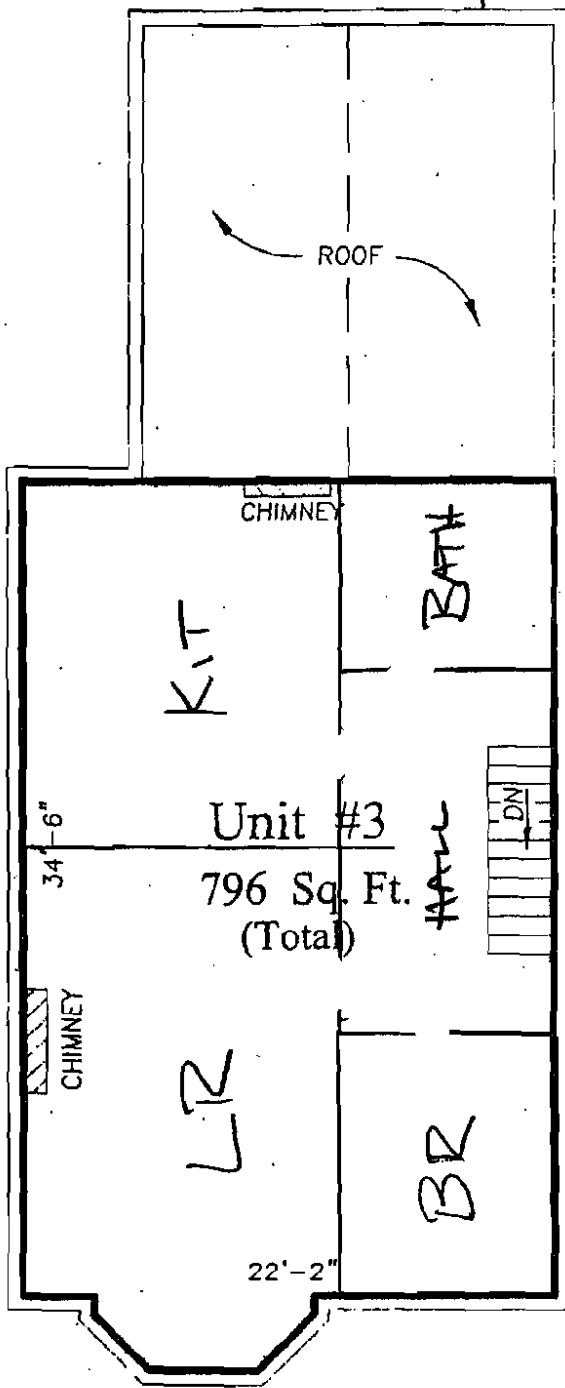
Location/Address of Legalization: <u>64 Deering St</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>47</u> Block# <u>C</u> Lot# <u>6</u>	Owner: <u>Wendy Seymour</u> Address: <u>64 Deering St</u>	Telephone: <u>207 749 7887</u> <u>650 269 5467</u>
Contact name, address & telephone if different than above: <u>Michael Seymour</u> <u>375 Blackstrap Rd</u> <u>Falmouth, ME 04105</u>	Requested # of units To be legalized: <u>3</u>	Cost of Work: \$ _____ Fee: \$ _____ \$300 per legalized unit & \$75 per C of O
Current # of legal D.U. <u>0</u>	Total bldg. units: <u>3</u>	
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting: _____ _____		
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: <u>Purchase + Sale Agreement, Seller's Disclosure, City Portland Tax Assessment Rec</u> <u>Documentation from Seller of Prior Rental History, Appraisal, Leases</u>		
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: <u>[Signature]</u>	Date: <u>11/18/07</u>	
This is NOT a permit, you may not commence ANY work until the permit is issued.		



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

BRICK

SIDEWALK

N 81°52'10" W

31.07'

CE
LAWN

FFE=104.9

64

3 STORY
BRICK
BUILDING

N/F
JAMES G. BOULOS
TM 47-C-7

S 08°41'26" W 96.83'

STONE RETAINING WALL

N/F
HENRY T. LACKE
12833/249
TM 47-C-5

S 08°39'02" W 96.83'

LCE I
SLATE
DECK

SLATE
STEPS

BULK-
HEAD

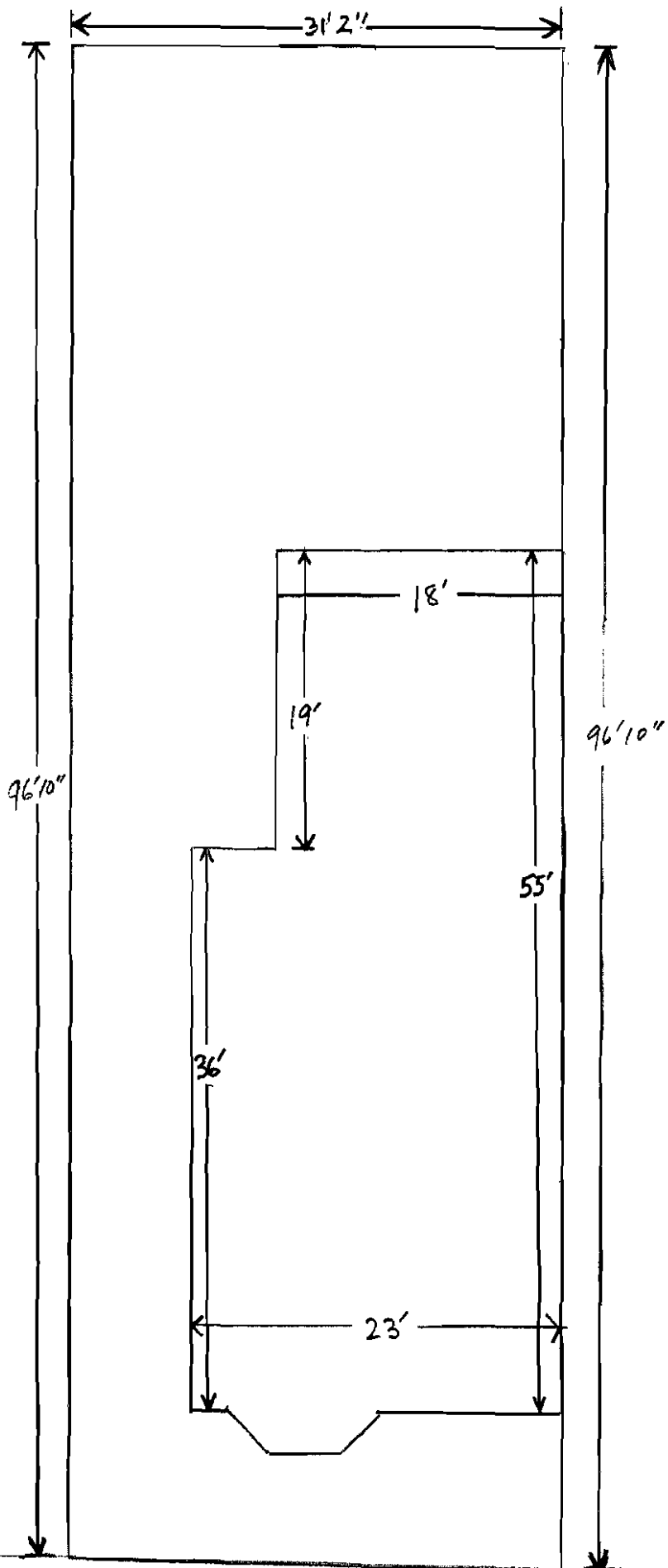
CE

BULK-
HEAD

FENCE

FENCE

RETAINING WALL

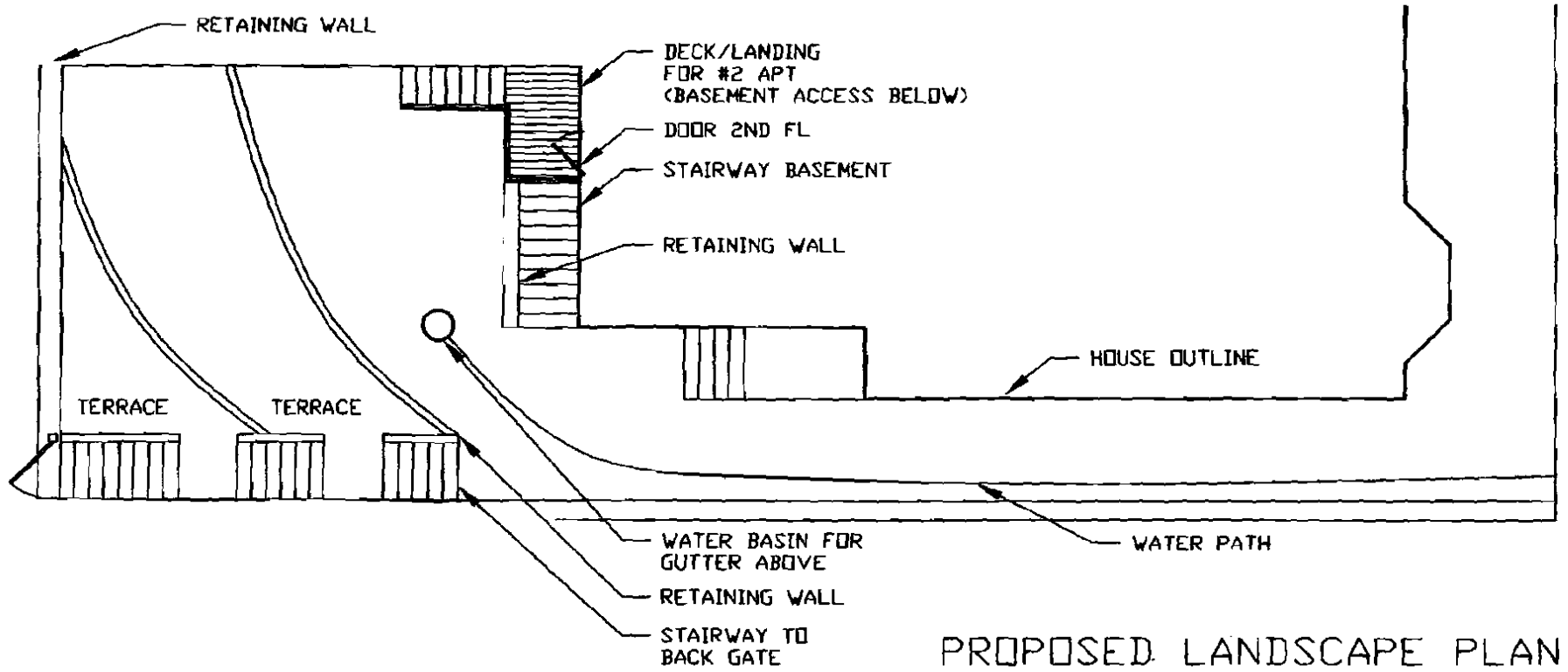


DEERING STREET

4001

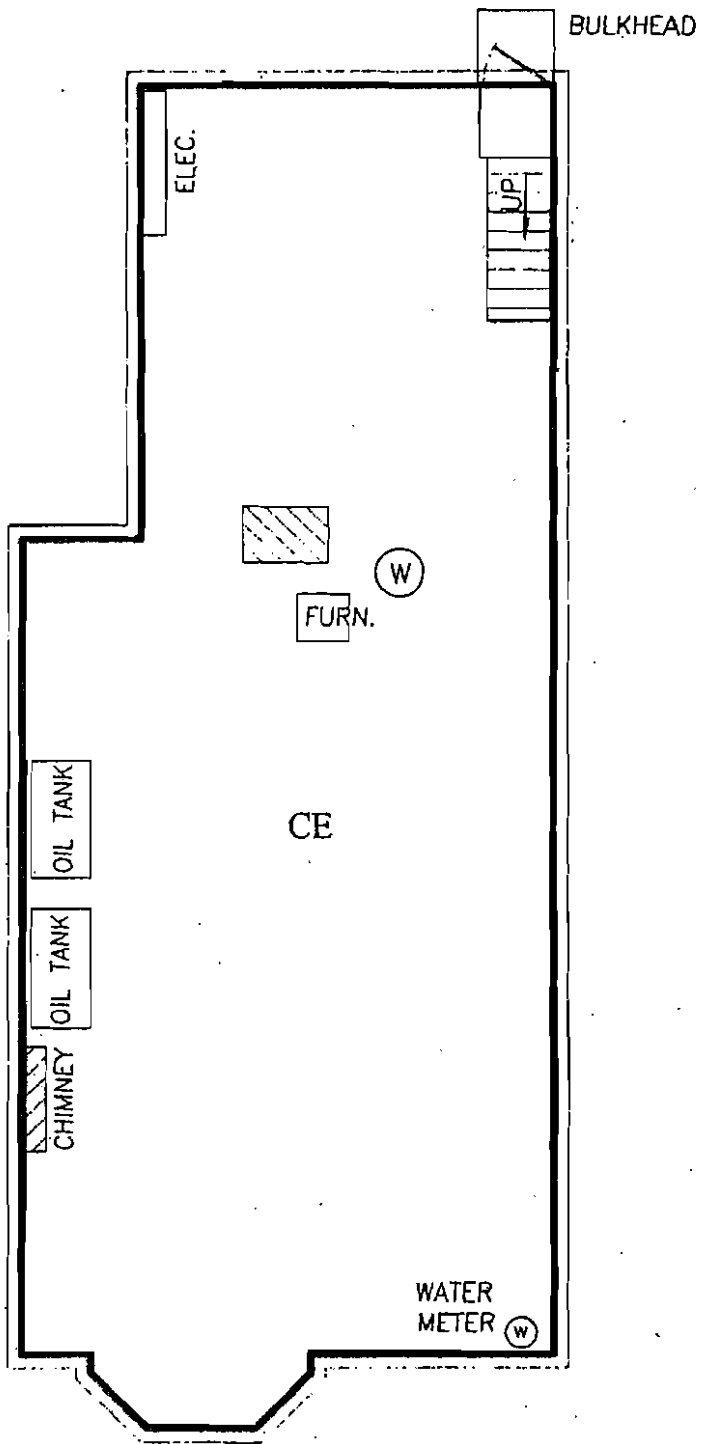
STAPLER

04/14/2007 09:25 FAX 2072849064



PROPOSED LANDSCAPE PLAN

756 9211



BASEMENT

CHART	LETTER	BLOCK	LOT	UNIT NO	CARD NUMBER	NUMBER	STREET NAME	CLASS	STREET CODE	STREET NO	LAND USE	ROUTE
047		C	006	001	01 of 01	61	DEERING ST	RE	0495	0064	13	45

OWNER & MAILING ADDRESS
 CHANDLER VERNON ETALS
 64 DEERING ST
 PORTLAND ME 04101

SALES DATA					
MO	YR	TYPE	AMOUNT	SOURCE	VALID
200					
201					
202					

LEGAL DESCRIPTION
 47-C-6
 DEERING ST 64
 3018SF

LIVING UNITS	ZONE	NC	NEIGHBORHOOD	PARTIAL	ACCOUNT NO	FRAME NUMBER	PLANNING DISTRICT
104	R-2	[]	102	108	C28660	120	12

TYPE	VALIDITY CODES
1 Land	B Valid Sale
2 Land and Buildings	A Relative Sale
3 Building	R Intra Corporation
	C Included Excessive Personal Property
	D Changed After Sale/Assmt.
	E To or From Government
	F Transfer of Convenience
	G Partial Sale of Assessed Unit
	H Court Order Decree
	I Bankruptcy Proceeding
	J Undivided Interest
	K To or From Non-Profit Organization
	L Repossession/Sale of Foreclosed Property
	M Zoning Change
	N Other

DELETE 300 330 LAND DATA & COMPUTATIONS

0 NONE	N	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	ACTUAL UNIT PRICE	DEPTH FACTOR	EFFECTIVE UNIT PRICE	INFLUENCE FACTOR	LAND VALUE
LOT	L							[] %	
1 Regular Lot	L							[] %	
2 Apartment Site	L							[] %	
SQUARE FEET	S	3018	SQUARE FEET		0.00			[] 0 %	
1 Primary Site	S		SQUARE FEET					[] %	
2 Secondary Site	S		SQUARE FEET					[] %	
3 Undeveloped	S		SQUARE FEET					[] %	
4 Residual	A		ACRES					[] %	
5 Waterfront	A		ACRES					[] %	
ACREAGE	A		ACRES					[] %	
1 Primary Site	A		ACRES					[] %	
2 Secondary Site	A		ACRES					[] %	
3 Undeveloped	A		ACRES					[] %	
4 Marshland									
5 Waterfront									
G TOTAL	S		SQUARE FEET						

106	ENTRANCE CODES	INFO CODES
0	Entrance and Signature Gained	
1	Entrance Gained	1 Owner
2	Not Applicable, Unimproved Parcel	
3	Entrance and Information Refused	2 Tenant
4	Entrance Refused, Information at Door	
5	Currently Unoccupied	3 Other
6	Sequestered for Miscellaneous Reasons (See Memorandum)	
7	Occupant Not at Home	

SIGNATURE BY OWNER OR AGENT BELOW INDICATES DATA ON THIS FORM WAS COLLECTED IN YOUR PRESENCE. IT DOES NOT MEAN THAT YOU HAVE VERIFIED THE INFORMATION HEREON.

GROSS	3 Residual
1 Irregular Lot	4 Homesite
2 Site Value	9 Minus R.O.W.

MEMORANDUM
 SIGNATURE: [Signature] DATE: [Date]

SIGNATURE	DATE INSPECTED	COLLECTOR
[Signature]	1/20	CSC

PROPERTY FACTORS			
TOPOGRAPHY	411 UTILITIES	421 STREET/ROAD	441 TRAFFIC
EL 1	ALL PUBLIC	PAVED	LIGHT
2	PUBLIC WATER	SEMI IMPROVED	MEDIUM
3	PUBLIC SEWER	UNPAVED	HEAVY
4	GAS	PROPOSED	NONE
5	WELL	CURB & CUTTER	
6	SEPTIC	SIDEWALK	
7	NONE	ALLEY	
8		NONE	

VALUE SUMMARY		PREVIOUS ASSESSMENT	
LAND		LAND	9670
BUILDING		BUILDING	54750
TOTAL		TOTAL	64420
EXEMPT		EXEMPT	

951	LAND VALUE	REASON	DATE	REVIEWER
961	MARKET REVIEW TOTAL VALUE	R	MONTH/DAY/YEAR	REVIEWER
971	EXEMPT VALUE	REASON	DATE	

DELETE 505-533

VACANT DWELLING OTHER

STORY HEIGHT
10 15 20 25 30

EXTERIOR WALLS
1 FRAME 4 BLCK 7 STONE
2 BRICK 5 STUCCO 8 ASBESTOS
3 MAS. & FRAME 6 ALUM./VINYL 9 CONCRETE

STYLE
1 RAISED RANCH 7 CONDO 13 MANSION
2 SPLIT LEVEL 8 CONTEMP. 14 GAMBREL
3 RANCH 9 TOWNHSE/ROW 15 GARRISON
4 CAPE 10 COTTAGE 16 OTHER
5 OLD STYLE 11 BUNGALOW
6 COLONIAL 12 DUPLEX

AGE
ERECTED 2021 EST. --- REMODELED 19---

LIVING ACCOMMODATIONS
TOTAL ROOMS 15 BED ROOMS 10 FAMILY ROOMS 0
FULL BATHS 3 HALF BATHS 2 ADD'L FIXT. 4 TOTAL FIXT. 15

NO. KITCHEN REMODELED 2 YES NO NO. BATH REMODELED 0 YES NO

BASEMENT
1 NONE 2 CRAWL 3 PART 4 FULL 0

HEATING
1 NONE 2 BASIC 3 CENTRAL AIR COND. 4
HEATING FUEL TYPE
1 NONE 2 GAS 3 ELEC 4 OIL 5 COAL 6 SOLAR
HEATING SYSTEM TYPE
1 NONE 2 WARM AIR 3 ELEC 4 HOT WATER 5 STEAM 15

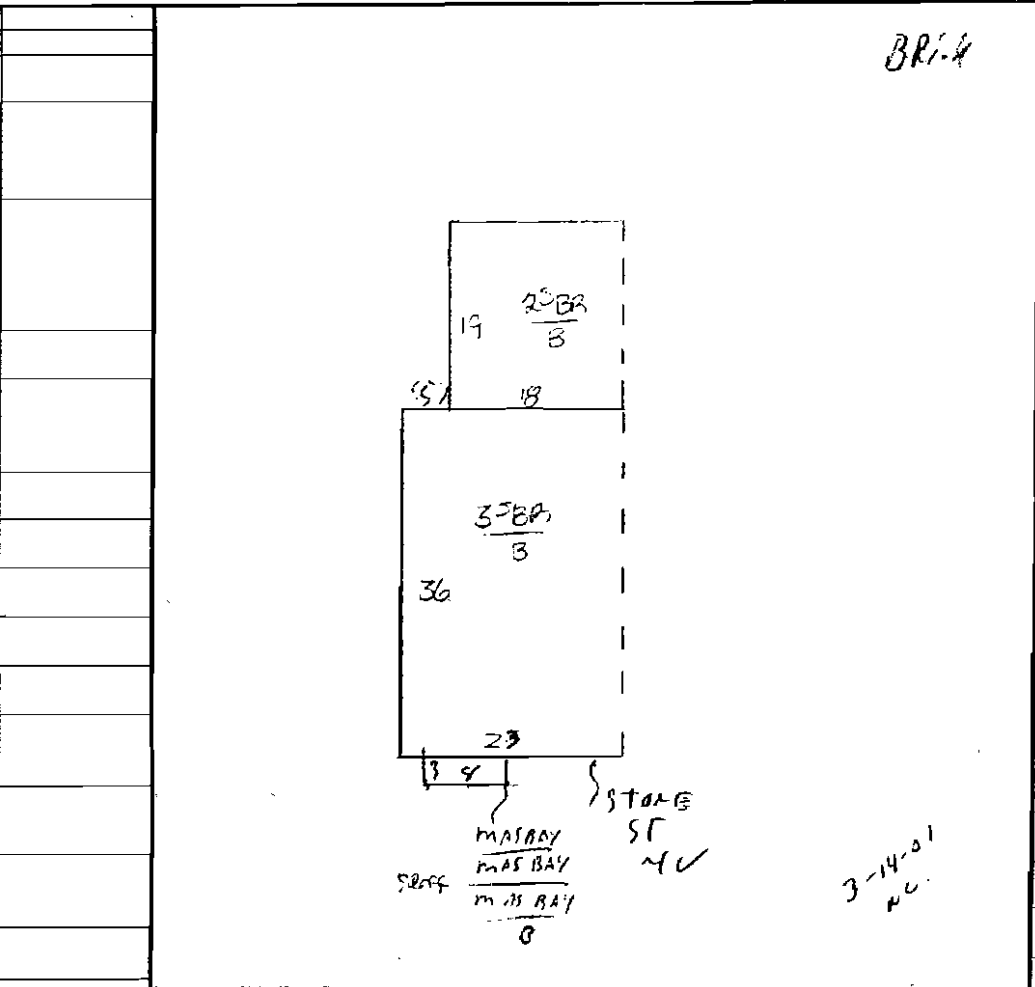
ATTIC
1 NONE 2 UNFIN 3 PT FIN 4 FULL FIN 5 FULL FIN/WH

INTERIOR CONDITION
1 BETTER 2 SAME 3 POORER

PHYSICAL CONDITION
1 EX 2 GD 3 AV 4 FR 5 PR 6 VP 7 UN

SFLA

CONDO LEVEL --- 518 CONDO TYPE --- 1-INTERIOR 2-CORNER



NOTES

471	
472	
473	
474	

BUILDING PERMIT RECORD

NUMBER	DATE	AMOUNT	DESCRIPTION
461			
462			
463			
464			
465			

599 DELETE 601-608 ADDITIONS

ADD CD	LWR	1ST	2ND	3RD	AREA
601 A1	<u>50</u>	<u>10</u>	<u>10</u>		
602 A2	<u>50</u>	<u>25</u>	<u>25</u>	<u>25</u>	
603 A3					
604 A4					
605 A5					
606 AB					
607 A7					
608 AB					

OTHER FEATURES

1 BRICK TRIM ---

2 STONE TRIM ---

3 REC ROOM ---

4 FIN. BSMT LIVING AREA ---

5 WB FP: STACKS 2 OPENINGS 2

6 METAL PP. STACKS --- OPENINGS ---

7 WOOD COAL BURNING ---

8 BSMT GARAGE NO. OF CARS ---

9 UNFINISHED AREA (-) --- %

10 UNHEATED AREA (-) --- %

GROUND FLOOR AREA ---

GRADE FACTOR AA A B 0 D E H

COST & DESIGN FACTOR 1.05 % *MF*

CDU EX VG GD AV FR PR VP UN *LOC*

MARKET ADJUSTMENT --- %

RESIDENTIAL		POOLS		ADDITION CODES																																			
RC1 Carport	RC2 Canopy	RG1 Frame/CB Detached Garage	RG2 Brick/Stone Detached Garage	RS1 Frame Shed	RS2 Metal Shed	RP1 Plastic Liner	RP2 Prefabricated Vinyl	RP3 Reinforced Concrete	RP4 Fiberglass	RP5 Gunite	10 1s Frame	11 OFP	12 EFP	13 Frame Garage	14 Frame Utility	15 Frame Bay	16 Frame OH	17 1/2 Frame	18 Unfin. Attic	19 Fin. Attic	20 1s Mas	21 OMP	22 EMP	23 Mas. Garage	24 Mas. Utility	25 Mas. Bay	26 1s Mas	27 Mas. Bay	28 1s Mas	29 Mas. Bay	30 Carport	31 Wood Deck	32 Canopy	33 Conc. Patio	34 Stone Patio	35 Mas. Stoop	36 Att Greenhouse	50 Unfin. Bsmt.	99 Misc. Value
799 DELETE 801-810 OTHER BUILDINGS & YARD IMPROVEMENTS																																							
TYPE CODE	QTY	YR	SIZE	G	COND	RATE	BASE VALUE	#A	MOD CODES	TRUE VALUE																													
801																																							
802																																							
803																																							
804																																							
810 MISCELLANEOUS IMPROVEMENTS																																							
800 1 SEE DETAILED CARD 2 SEE DETAILED REPORT																																							

DWELLING COMPUTATIONS

--- STORY ---

--- SF ---

BASE PRICE	
BASEMENT	-
HEATING	±
PLUMBING	±
ATTIC	+
ADDITIONS	+
OTHER FEATURES	±
SUB TOTAL	
x GRADE FACTOR	x
x C & D FACTOR	x
= BASE VALUE	
x MARKET ADJ.	x
= TRUE VALUE	

TOTAL GROSS VALUE ---

DOWNEAST REALTY, INC.
125 Ocean Street
South Portland, ME 04106
(207) 767-3497

CONTRACT FOR SALE OF REAL ESTATE

Date: July 12, 2006

RECEIVED OF Shawdy Seaman, whose mailing address is 125 Ocean Street, South Portland, ME 04106

Hereinafter called the "Purchaser", the sum of (\$5,000.00) Five Thousand Dollars

as earnest money and in part payment on account of purchase price of the Real Estate at 64 Deerfax Street

in the town/city of Portland, in the county of Cumberland, State of Maine, currently

owned by: Christopher Bejerman hereinafter called the "Seller", described as follows:

~~3. Unit, Apartment #111, Maine Seaside Condominium~~

Being all the property owned by the Seller and more fully described as said County's Registry's of Deeds in Book Page

The following items of personal property to be included in this sale: all existing rooms and screen windows, shades and / or blinds, drainers, curblin rods, electrical fixtures and All Appliances As Seen On 7/13/06 To Include 3 Stoves, 3 Refrigerators

The total purchase price being (\$640,000.00 /) Six Hundred Forty Thousand Dollars

Payment to be made as follows: Seven To Assigned Financing / OR Cash Business Day At Closing / OR Other (Section 18)

1. DEPOSIT: That John E. Geary, Esq. shall hold said earnest money or deposit and act as escrow agent until transfer of title; this offer shall be valid until Primary 7/14/06 (Day) 7/14/06 (Date) 12:00 (Time) (AM PM Noon) and, in the event of the Seller's non-compliance, this deposit shall be promptly returned to the Purchaser.

2. TITLE: That a good and sufficient deed, showing good and marketable title, shall be delivered to the Purchaser, and it is agreed that this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of his/her purchase Within 30 (Days) of the EFFECTIVE DATE of this contract OR By (Date) However, should the title prove defective, then the Seller shall have a reasonable time after due notice of such defect or defects, to remedy the title, after which time, if such defect or defects are not corrected so that there is a marketable title, then the Purchaser may at his option, withdraw said deposit and be relieved from all obligations hereunder.

3. DEED: That the property shall be conveyed by Warranty deed, and shall be free and clear of all encumbrances except easements of record, restrictive covenants of record, and usual public utilities serving the property.

4. POSSESSION/OCCUPANCY: That full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by both Purchaser and Seller.

5. PRORATIONS: That the following items shall be provided as of transfer of title: Real Estate Taxes as per the municipality in which the Real Estate is located, Metered utilities, such as water and sewer, and electricity shall be paid by the Seller through the date of closing.
Paid: Yes No; Rents: Yes No; Association Fees: Yes No; Other: Yes No.

6. TRANSFER TAX: That Purchaser and Seller will each pay his transfer tax as required by the State.

7. RISK: That the risk of loss or damage to said premises by fire or otherwise, until transfer of title hereunder, is assumed by the Seller. The above-described property to be delivered in substantially the same condition as of the date of this contract, reasonable wear and tear expected, unless otherwise stated. The Purchaser shall have the right to inspect the premises for compliance 24 hours prior to the delivery of the deed.

CMB
III

1. **FINANCING:** That this contract is subject to Purchaser obtaining financing upon terms and conditions prevailing for an approved Conventional mortgage from an established lending institution for 90 % of the purchase price. The Seller agrees to pay no more than 0 points, which may be required by the lender of the above mortgage.

- a. The Purchaser is under a good-faith obligation to actively seek and accept financing on the above-described terms and shall make application for said mortgage within seven (7) days of the Effective Date of this contract. The Purchaser acknowledges that a breach of this good-faith obligation will be a breach of contract.
- b. The Purchaser is to provide a written statement from the lender within fifteen (15) days of the Effective Date, that the Purchaser has made application and based upon the information given and subject to verification, is qualified for the loan requested. The Purchaser shall obtain his loan commitment within 21 days of the Seller's final acceptance of this agreement.
- e. If either of these conditions in paragraph B above is not met within said time periods, the Seller may declare this contract null and void, and the earnest money shall be returned to the Purchaser.

9. **INSPECTIONS:** That this contract is subject to the following inspections with results being satisfactory to the Purchaser.

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO THE SELLER
A. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 Working Days
B. Septic System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
C. Pest/Insect	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
D. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
E. Radon Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
F. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
G. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
H. Underground Storage Tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
I. City/Code Issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days
J. Other/MSHA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within Working Days

All inspections will be done by qualified inspectors chosen by the Purchaser. The cost of working inspections will be paid for by the Purchaser. The results of each inspection will be reported to the Seller in writing within the number of working days from the Effective Date specified above. If the result of any inspection is unsatisfactory to the Purchaser, he may at his option, BY NOTIFYING THE SELLER IN WRITING WITHIN THE SPECIFIED NUMBER OF DAYS, declare the contract null and void and any earnest money deposit shall be returned to the Purchaser. In the event that the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency shall be deemed to have been waived by the Purchaser with respect to that inspection. It is understood that in the absence of the inspection(s) listed above, the Purchaser is relying completely upon his own opinion as to the condition of the property.

10. **DEFAULT:** In the event the Purchaser fails to perform any of the terms of this Contract, this contract shall, at the Seller's option, be terminated and the Purchaser shall forfeit all earnest monies. In the event the Seller fails to perform any of the terms of this Contract, this contract shall, at the Purchaser's option, be terminated and the Purchaser shall have all earnest money promptly returned or the Purchaser may employ specific performance. In the event of a default, the escrow agent will not release the earnest money without a written authorization signed by both parties, or other evidence satisfactory to escrow agent that the defaulted party has forfeited its rights to the earnest money deposit.

11. **AGENCY DISCLOSURE: BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING AGENCY RELATIONSHIPS:**

LISTING AGENT _____ and _____ represent Seller Exclusively
 Seller and Buyer

SELLING AGENT Dorcas McDowell and Dorcas Realty, Inc. represent Seller Exclusively
 Seller and Buyer
 Buyer Exclusively

12. **TIME:** That time is an essential part of this agreement, and all comments and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

13. **WARRANTY:** That if the water supply to the premises is private, Seller, at his expense, will supply a recent satisfactory water supply test conforming to the minimum requirements of the State Bureau of Health and leading institution within N/A days of the effective date of this contract.

Handwritten initials and signature:
DOR
SEER

14. **MEDIATION:** That any 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 of this transaction.

15. **WRITTEN AGREEMENT:** That this Contract completely expresses the obligation of the parties, and this Contract is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on his behalf. This Contract will be construed according to the laws of the State of Maine.

16. The Purchaser acknowledges that he has received the Seller's property disclosure sheet as required by the Maine Real Estate Commission's Rules and Regulations.

 WES (Initials)

17. **ADDENDUM:** Yes No Lead Paint Addendum; Escrow Language Addendum

18. Seller agrees to pay to Downeast Realty at the time of closing, from the proceeds of closing, 3% of the final purchase price for real estate services provided throughout the transaction.

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

I hereby agree to purchase the above-described property at the price and upon the terms and conditions set forth above. This agreement may be signed on any number of identical counterparts, such as faxed copy, with the same binding effect as if the signatures were on one instrument.

<u> </u>	<u> </u>	<u>WES</u>	<u>558 8116 24</u>	<u>7/14/06</u>
WITNESS	DATE	PURCHASER	SOC. SEC. #	DATE

<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
WITNESS	DATE	PURCHASER	SOC. SEC. #	DATE

The Seller hereby accepts the offer and agrees to deliver the premises at the price and upon the terms and conditions stated above. Seller also agrees to pay the brokerage commission for services performed as stated in the listing agreement. In the event that the above stated earnest money deposit is forfeited by Purchaser, one half thereof shall go to said broker and the remainder to Seller, provided however that the broker's portion shall not exceed the full amount of the commission specified.

<u>Gregory J. Thibet</u>	<u>7/14/06</u>	<u>C. Bettemann III</u>	<u>001 660 0158</u>	<u>7/14/06</u>
WITNESS	DATE	SELLER	SOC. SEC. #	DATE

<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
WITNESS	DATE	SELLER	SOC. SEC. #	DATE

Gregory J. Thibet
BROKER

<u> </u>	<u> </u>
CO-BROKER	EFFECTIVE DATE (FINAL ACCEPTANCE DATE)

July 14, 2006

DOWNEAST REALTY

125 Ocean Street
South Portland, Maine 04106
Telephone (207) 767-3497
Fax (207) 799-8867

MULTI-FAMILY ADDENDUM

As an addendum to the contract for purchase and sale of the property located at the following address:
64 Deering Street, Portland, ME

Between Wendy Seymour Purchaser(s)
And Christopher Batjaguan Seller(s)
Dated July 13, 2006 said contract is further subject to the following terms:

- Seller shall provide Purchaser with copies of tenants' leases within 5 days of the effective date of this addendum and Purchaser shall have an additional 5 days to examine said leases. Should the Purchaser find the leases to be unsatisfactory, Purchaser shall so inform the Seller in writing within Purchaser's 5 day period and the above referenced contract shall become null and void and any earnest money deposit shall be returned to the Purchaser. In the absence of such notification, the leases shall be deemed acceptable.
- Seller assumes full responsibility for any tenant pro-rations, back rents, and damages against security deposits at transfer of title.
- Seller shall provide Purchaser with financial accounting of all security deposits and a schedule of rents within 5 days of the effective date of this addendum and Purchaser shall have an additional 5 days to examine said schedules.
- All security deposits as stated in the leases or otherwise, shall be transferred in full to Purchaser at the transfer of title.
- Seller agrees to assign, transfer and convey to Purchaser, at the time of closing, all rights, title, interest and obligations related to the tenancies, leases and and/or extensions or renewals associated with the property.
- Seller warrants that there will be no outstanding agreements with tenants regarding repairs to be done by the Seller or by tenants against future rent increases at transfer of title except as otherwise acknowledged and agreed in writing.
- Seller warrants that all fixtures and items of personal property noted in the brochure or in the above referenced contract belong to the seller and are being conveyed to Purchaser with no value attached unless otherwise in writing.
- Should a vacancy occur during the term of this agreement, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria as current lease holders with the Purchaser's approval.
- In the event of a vacancy at the time of transfer of title, any vacant unit shall be free of any personal belongings and in broom clean condition.
- Parties acknowledge that the Purchaser gets the benefit of the rents on the day of closing as they are responsible for taxes, insurance and other pro-rations on that date.
- Seller agrees to render the following portion of the building vacant before closing: First Floor
- Buyer's obligations under this Agreement are subject to Buyer, within 5 days of the Effective Date of this Agreement, obtaining satisfactory evidence from the municipality that the property contains 3 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 the Buyer. If Buyer does not notify Seller within the time period set forth above, this contingency is waived by Buyer.

Wendy Seymour ^{Wendy} 7/14/06
Purchaser Date

C. Batjaguan 7/14/06
Seller Date

Purchaser Date

Seller Date

Witness Date

Gregory X. White 7/14/06
Witness Date

Effective Date: July 14, 2006

DOWNEAST REALTY, INC.
125 Ocean Street
South Portland, Maine 04106
Telephone (207) 767-3497
Fax: (207) 799-8867

Residential Real Property Disclosure Statement

MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any Residence built before 1978 may contain lead sufficient to poison children and sometimes adults. LEAD poisoning poses a particular risk if you are pregnant or may become pregnant. LEAD poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every purchaser of any interest in residential real property on which a residential dwelling was build 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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence, quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

Acknowledgement Of State Disclosure Statement

The signature below acknowledges that the seller or potential seller has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

Seller Or Potential Seller

Purchaser Or Potential Purchaser

C. Berkeman 7/14/06
Signature Date
Chris Berkeman III
Printed Name

W.S. Seymour 7/14/06
Signature Date
Henry E. Seymour
Printed Name

Signature Date

Printed Name

Signature Date

Printed Name

This form is provided in connection with the PROPERTY LOCATED AT:

Ct. Peabody St

DOWNEAST REALTY, INC.
 125 Ocean Street
 South Portland, Maine 04106
 Telephone (207) 767-3497
 Fax (207) 799-8867

DOWNEAST REALTY, INC.
 125 Ocean Street
 South Portland, Maine 04106
 Telephone (207) 767-3497
 Fax: (207) 799-8867

Acknowledgment Of Federal Disclosure Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards

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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence, quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) 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):

(i) 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).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) 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

(ii) 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.

C. Bateman 7/14/06
 Seller Date

B. Seymour 7/14/06
 Buyer Date

 Seller Date

 Buyer Date

 Agent Date


Gregory T. Hurd 7/14/06
 Agent Date

This form is provided in connection with the PROPERTY LOCATED AT:

SEYMOUR LIVING TRUST
WENDY E. SEYMOUR, TTEE.
 536 SHOREBIRD CIR., UNIT 5202
 REDWOOD CITY, CA 94065-1051

11-4228 4125
 1210
 0214002342
 7628
 DATE 7/14/06

PAY TO THE ORDER OF John E. Geary, Esq. \$ 5000
Five thousand / 00 DOLLARS

 Wells Fargo Bank, N.A.
 California
 wellsfargo.com

MEMO Earnest 164 Deering WS Seymour

⑆ 121042882⑆0314092842⑆ 07628

DOWNEAST REALTY, INC.
125 Ocean Street
South Portland, Maine 04106
Telephone (207) 767-3497
Fax (207) 799-8867

ADDENDUM TO PURCHASE AND SALE AGREEMENT

The undersigned Seller(s) Christopher Betjemann

and Purchaser(s) Wendy Seymour hereby

agree to the following amendment to the agreement of purchase and sale between the parties dated :

July 13, 2006 , for the real property located at :

64 Deering Street, Portland, Maine

Seller's attorney, John E. Geary, ME Bar # 2868, 103 Middle Street, P. O. Box 7241, Lewiston, ME 04240, shall act as escrow agent for the earnest money deposit(s) and shall deliver the same upon the written request of the parties to the closing agent in advance of the closing. In the event that a dispute arises between the parties respecting rights to the said earnest deposit, escrow agent shall be deemed released of all obligations as escrow agent by filing an interpleader action in Maine District Court, District Nine, naming the parties as defendants and depositions the full amount of the earnest deposit in the registry of the Clerk of Courts. The parties hereby agree to indemnify and hold harmless the said escrow agent for all damages, costs and expenses incurred in any such interpleader action, including reasonable attorney's fees. The parties further acknowledge and agree that no interest shall be due to either party during the time that escrow agent holds such funds.

The agreement herein, upon its execution by both parties, is hereby made an integral part of the aforementioned agreement of purchase and sale.

BUYER [Signature] WITNESS _____ DATE 7/14/06

BUYER _____ WITNESS _____ DATE _____

SELLER [Signature] WITNESS [Signature] DATE 7/14/06

SELLER _____ WITNESS _____ DATE _____

DOWNEAST REALTY, INC.
125 Ocean Street
South Portland, Maine 04106
Telephone (207) 767-3497
Fax (207) 799-8867

ADDENDUM TO PURCHASE AND SALE AGREEMENT

The undersigned Seller(s) Christopher Betjemann

and Purchaser(s) Wendy Seymour hereby

agree to the following amendment to the agreement of purchase and sale between the parties dated :

July 13, 2006 , for the real property located at :

64 Deering Street, Portland, Maine 04101

WES
CHB III
\$10,000

1. Seller agrees to complete final electrical hook up and install smoke detector in 1st floor rear bedroom, scrape and repaint side porch area and rear door, install dehumidifier in basement, install dryer vent through the sill to outside, and tighten all loose toilets, prior to closing. If work is not completed to Purchaser's satisfaction prior to closing, Seller agrees to place ~~_____~~ in escrow, at the time of closing. Escrow will be released in full to the Seller when work is completed to Purchaser's satisfaction and an Escrow Deposit Release is signed by both parties. *Service* *CHB III* *WES* *FUNDS TO BE HELD BY DOWNEAST REALTY*

2. Purchaser agrees to increase earnest money deposit to 5% of purchase price, \$32,000.00, upon satisfactory completion of all inspections and execution of this addendum. *CHB III* *WES*

The agreement herein, upon its execution by both parties, is hereby made an integral part of the aforementioned agreement of purchase and sale.

BUYER Wendy Seymour WITNESS [Signature] DATE 8/14/06

BUYER _____ WITNESS _____ DATE _____

SELLER Christopher Betjemann III WITNESS [Signature] DATE 8/18/06

SELLER _____ WITNESS _____ DATE _____

64 DEERING STREET LEASE

THIS AGREEMENT OF LEASE is made this 12th day of 2005 by and between C. Zetjanski, whose mailing address is 64 Deering Street, Portland Maine 04101, (in this Lease called "Landlord" or owner), and V. Paul Zamierowski (in this Lease called Tenant, even if there is more than one person considered a tenant).

The Landlord leases to the Tenant and the Tenant leases from the Landlord, the apartment described below:

#2 2nd Floor ZBR apartment.

(The "Premises") together with the right to use in common with other tenants and the Landlord the entryways and hallways necessary to access the premises; provided, however, that the Tenant shall not store any items, including without limitation shoes, boots, bicycles, and other sporting equipment, in the entryways or the hallways of the building.

1. RENT AND TERM. The term of this lease commences on 5.1.5 and expires on 5.1.6 unless terminated earlier as provided for in this Lease. The Tenant promises and agrees to pay as monthly rent during the term \$450.00 ¹³⁰⁰ ₁₃₀₀ payable in advance, on the FIRST DAY OF EACH MONTH during the term, at the Landlord's address set out above, except that the Tenant will pay the first month's rent at the same time as the Tenant and the Landlord sign this Lease. If the Landlord does not receive an installment of rent within ten (10) days from its due date, the Tenant agrees that the Landlord may impose a Late Charge of four percent (4%) of the unpaid amount or the maximum permitted by law. The right of the Landlord to impose this late charge shall not be the Landlord's only remedy for rent payment default and the Tenant agrees that the Landlord may treat such a default as an event permitting the Landlord to terminate the Lease and evict the Tenant (even if the rental default is shorter than 10 days).

Any problem whatsoever can result in termination of lease.

2. OCCUPANCY/PETS. ONLY the FOLLOWING PERSON will occupy the premises: Small dog w/d in Basement. The Tenant promises and agrees that the Premises will be used only as a strictly private dwelling and for no business or other purposes. The Landlord permits no pets or animals at any time.

A guest of the Tenant shall not remain with the Tenant for more than five (5) consecutive days or more than ten (10) days in any twelve-month period without the consent of the Landlord.

2-A. SECURITY DEPOSIT: Upon signing of this lease, the Tenant will deposit with the Landlord an amount equal to ONE MONTH'S RENT (\$450.00) ¹³⁰⁰ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease, including the Tenant's duty not to damage the Premises or any of the

Landlord's personal property, and the Tenant's cleaning obligations. If the Landlord uses any of the security deposit to fulfill obligations of the Tenant hereunder, the Tenant will deposit sufficient monies so that said security deposit will be at all times equal in an amount to one month's rent.

Upon the end of the term of the Lease, the Landlord will determine what portion, if any, of the security deposit is to be returned by the Landlord and shall refund all of the remaining portion of the security deposit (as the case may be) within 30 days of the end of the term. In the event the Landlord retains any or all of the security deposit, the Landlord will additionally provide the tenant with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of the Tenant.

3. ASSIGNMENT, SUBLETTING, ETC. The Tenant will not assign this lease nor sublet the premises or any part thereof or permit the Premises to be used by others, except for guests of the Tenant as permitted under this Lease.

4. ALTERATIONS. The Tenant will not make nail holes, alterations, decorations, additions, affixations, or improvements in or to the Premises without the Landlord's prior written consent to which the Landlord may attach conditions. All materials installed in or attached to the premises by either party, including all paneling, decorations, partitions, carpeting, other attached floor coverings, floors, storm windows, screens, electrical, oil, or gas appliances, shall become the sole property of the Landlord, and shall remain in the Premises at the end of the term or any extension or renewal.

5. DAMAGE; INSURANCE. The Tenant shall not commit or permit any harm or waste of the premises or any part thereof. Any damage to or destruction of the Premises or any part thereof or to or of any personal property belonging to the Landlord located in or about the Premises arising from the negligence, omission or willful act of the Tenant, persons living with the Tenant, or Tenant's contractors, invitees, or guests, shall be the responsibility of the Tenant, who shall be immediately liable to the Landlord for all expenses in repairing or rebuilding the Premises or repairing or replacing such personal property. The Tenant agrees and understands that the Tenant shall be responsible for insuring his or her personal property against fire and other risks.

5A. LOSS, DAMAGE TO PERSONAL PROPERTY OF TENANT. The Landlord shall not be liable for any loss of, damage to, or destruction of property located in or about the Premises occasioned by any cause whatsoever (excepting the negligence or willful acts of Landlord or its employees or agents), including without limitation, fire, explosion, riot, water, or any theft by any person.

6. REQUIREMENTS OF LAW; INSURANCE RATES. The Tenant agrees to comply with any laws, orders, ordinances, and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon the Landlord or Tenant with respect to the Premises. The Tenant shall do or keep nothing, nor allow anything to be done or kept in the Premises which would be treated as extra hazardous as to insurance by fire insurance

companies, or which would increase the Landlord's fire insurance rates, or which would cause any of the Landlord's insurance to be adversely affected.

7. UTILITIES. The Tenant agrees to promptly pay for all charges for utilities furnished to the Premises These include: electricity, telephone, natural gas, and cable TV.
The Tenant accepts that the Tenant is responsible for maintaining the apartment to reduce heating costs such as closing storm windows, lowering insulating shades, turning down thermostat settings, use of the ceiling fan, etc. *Landlord pays heat/HW. Tenant*

8. IMPROPER USE OF PREMISES. *Pays anything else.* Tenant shall not make nor permit any unlawful, improper, disruptive, noisy or otherwise offensive use of the leased premises. Tenant agrees to indemnify and hold lessor harmless from all liability, loss or damage arising from any nuisance made or permitted on the leased premises by tenant, family, friends, relatives, employees, or visitors.

8A. SMOKING. Smoking is not permitted anywhere on the premises by the Tenant, any persons living with the Tenant, or his/her employees, invitees, or guests.

9. DAMAGE TO OR DESTRUCTION OF RESIDENCE. If the Premises during the original term of this Lease or any extension or renewal thereof is damaged by fire or other unavoidable casualty not the fault of the Tenant so that it is unfit for occupation, then the rent due after such date, or a fair and just portion, according to the nature and extent of the damage sustained, will be suspended or abated until the Premises shall have been rebuilt and put in proper condition for occupancy by the Landlord; or this Lease shall, at the election of either the Landlord or the Tenant, upon written notice thereof to be given within thirty (30) days after the damage or destruction, be terminated and ended, without limiting any rights of the Landlord for breach of contract, arrears of rent or otherwise.

10. REPAIRS AND MAINTENANCE. During the term of this lease or any extension or renewal thereof, the Landlord will maintain the systems of the Premises (including heating, plumbing and electrical) structural and exterior portions of the Premises and repair any damage to the residence not caused by the negligence, omission or willful act of the Tenant, any persons living with the Tenant, or his/her employees, invitees, or guests. The Tenant will promptly notify the Landlord of any and all deterioration, damage or other condition requiring repair to structural or exterior portions of which the Tenant has or should have knowledge and the Tenant shall be liable for such repairs or maintenance arising out of or caused by the Tenants failure to so notify. During the term of this Lease or any extensions or renewals, in addition to the Tenants other responsibilities under the Lease, the Tenant agrees to maintain the interior portions of the Premises (including without limitation floors, walls, paint, wallpaper, ceilings, paneling, windows, storm doors, storm windows and screens, if any) in as good a condition as they may now be or may hereinafter be put into by the landlord, normal wear and tear excepted, and will repair any damage to the interior or those items (other than fire or accidents not the fault of the Tenant) and will repair any damage done to any other portion of the Premises or its systems or appliances caused by the Tenant, persons living with the Tenant, or the Tenants employees, invitees, guests, or pets.

11. ACCESS TO PREMISES. The Landlord will have the right to enter the Premises during reasonable hours and upon at least twenty-four (24) hours prior notice (except in the case of emergency) to examine the same, and to show the same to prospective tenants or purchasers, and to make such decorations, repairs, alterations, improvements or additions as the Landlord considers necessary or desirable. The Tenant acknowledges that the Landlord may, unless the Tenant has entered into an extension or renewal of this lease with the Landlord, commence frequent showings of the property to prospective tenants sixty (60) days prior to the end of the lease.

12. DEFAULT. If (i) the Premises is abandoned by the Tenant (ii) The Tenant defaults in the payment of any rent on time, whether or not demanded, (iii) The Tenant defaults in the observance and performance of any other promise or agreement to be performed or observed by the Tenant under this Lease for ten (10) or more days after the Landlord gives to the Tenant notice of such default and demand to cure it, then and in any one or more of those events the Landlord may, at the Landlord's sole election, give to the Tenant a written notice that this Lease has terminated, and this Lease shall terminate upon the giving of such notice, and the Tenant shall thereupon vacate and surrender the premises to the Landlord. In case of termination of the term of this Lease for any such cause, the Landlord will (i.) be deemed to have waived no rights hereunder; (ii) have all rights and remedies available under law including forcible entry and detainer; and (iii) be entitled to recover damages for breach of this lease, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, less any proper credits (including credits resulting from Landlord's obligation to mitigate under Maine Law), and any other expenses of Landlord incurred in connection with the retaking of possession of the premises and the removal and storage of Tenant's effects and the recovery of damages. Any demand of notice to Tenant under this or any other section of this Lease is deemed effective and delivered to Tenant if (i) left at the Premises in a conspicuous place or affixed to the front door of the Premises, whether or not any person is in the Premises at the time of delivery or thereafter, or (ii) mailed to Tenant by ordinary mail, postage prepaid, addressed to Tenant at the Premises or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed.

Tenant acknowledges and agrees that Landlord's acceptance of rent after date of termination of the Lease shall not be considered to void the termination or preclude Landlord from enforcing its rights, including the right to evict Tenant. Such payments shall be for Tenant's use and occupancy of the Premises and shall not be considered rent.

Tenant shall pay all costs and expenses incurred or paid by Landlord in enforcing the terms of this Lease; in addition, attorney's fees shall be recoverable by both parties to the extent permitted under Maine law.

13. END OF TERM. Upon the expiration or other termination of the term of this Lease, whether by reason of the Tenant's default or otherwise, Tenant agrees to vacate and surrender the Premises to the Landlord, cleaned and in as good condition as they now are, ordinary wear excepted. The Tenant will remove all personal property of the Tenant as directed by Landlord. All property left behind by the Tenant will be at the Tenant's

risk and will be stored and, ultimately, sold or otherwise disposed of by the Landlord in accordance with Maine law.

14. HOLDOVER. If the Premises is retained by the Tenant beyond the term of this Lease or any extension or renewal thereof, and the Landlord has not demanded possession of the Premises, then this Lease shall continue in full force and effect and all the terms shall apply (including rental terms), except the term of this Lease shall be for one month commencing on the day after the date of termination of the original term and the term of one month shall be automatically renewed for successive monthly terms until either party shall terminate the Lease by written notice to the other. Termination to be effective at the expiration of the one-month term specified therein. The Landlord and the Tenant agree that the monthly rent shall continue to be due from the Tenant until delivery of the premises in cleaned condition, notwithstanding the earlier termination of this lease.

15. RENEWALS, EXTENSIONS, AND EARLY TERMINATION. If the term of this Lease is renewed or extended by an instrument executed by the Landlord and by the Tenant, all of the terms, covenants, provisions, and conditions of this Lease (including without limitation provisions as to rental) shall be in full force and effect during the extended or renewal term, except that the termination of the extended or renewal term shall be as specified in the extension agreement.

16. WAIVER. The waiver of a breach of any term, condition, or covenant contained in this Lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition, or covenant, or of any subsequent breach of any nature.

17. GENERAL. The Lease shall be benefit and binding upon the respective heirs, executors, administrators, successors and assigns of the parties. The Lease is made in accordance with the laws of the State of Maine. Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; in particular and without limitation, it is not the intention of the parties that any provision of this Lease be construed to require the Tenant to waive any non-waivable tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.

If the Landlord is unable through no fault of the Landlord to deliver possession of the Premises to the Tenant within 10 days of the commencement date of this Lease, the Tenant may cancel this Lease by written notice to the Landlord, and neither party will have any further obligation hereunder and any sums paid under the Lease will be refunded to the Tenant. The Tenant will have no other remedy for the Landlord's inability to deliver the premises unless the same is caused by the Landlord's negligence or wrongful acts.

In the event of termination of the Landlord's interest in the Premises, the Landlord will (after any permitted deductions) transfer the Security Deposit to the Landlord's successor

and notify the Tenant of such transfer by mail, identifying the transferee and transferee's address. The Landlord will thereafter have no further obligation as to the security deposit.

18. NO REPRESENTATION / LEAD PAINT. Except as otherwise provided by law as to the implied warranty of habitability, the Landlord makes no representations as to the condition of the Premises, or as to any of the contents thereof or personal property located therein, and the Tenant acknowledges inspection thereof and accepts the same in their present "as is" condition. Pursuant to federal law, attached hereto are the following: Attachment A, Disclosure of Information on Lead Based Paint and lead-Based Pain Hazards and Attachment B, pamphlet entitled "Protect Your Family from Lead in Your Home."

19. INDEMNIFICATION. The Tenant covenants and agrees to forever save and hold the Landlord harmless from and against all claims for damage to or a loss of property, and all claims for injuries to or death of persons, in or about the Premises caused by the negligence, omission or willful act of the Tenant, or his/her invitees or guests, and /or resulting from the Tenant's failure to observe or comply with any of the Tenant's obligations undertaken in this Lease.

20. ATTACHMENTS / ADDNENDA (IF ANY):

- Attachment A - lead based paint disclosure
- Attachment B - Lead Based Paint / Hazards Pamphlet

The Landlord and the Tenant have respectively caused this Lease to be duly executed and delivered on the day and year first above written.

LANDLORD

C. Jeffrey III
Date _____

Date _____

TENANT

[Signature] 4/12/2005

64 DEERING STREET
LEASE

THIS AGREEMENT OF LEASE is made this 9/22 day of 2005 by and between C. Blum whose mailing address is 64 Deering Street, Portland Maine 04101, (in this Lease called "Landlord" or owner), and DANIEL PEDICE of 19 JACKSON ST (in this Lease called Tenant, even if there is more than one person considered a tenant).

The Landlord leases to the Tenant and the Tenant leases from the Landlord, the apartment described below:

3rd Floor Apt

(The "Premises") together with the right to use in common with other tenants and the Landlord the entryways and hallways necessary to access the premises; provided, however, that the Tenant shall not store any items, including without limitation shoes, boots, bicycles, and other sporting equipment, in the entryways or the hallways of the building.

month to month
1. RENT AND TERM. The term of this lease commences on 10/1/05 and expires on _____ unless terminated earlier as provided for in this Lease. The Tenant promises and agrees to pay as monthly rent during the term \$1050. payable in advance, on the FIRST DAY OF EACH MONTH during the term, at the Landlord's address set out above, **except that the Tenant will pay the first month's rent at the same time as the Tenant and the Landlord sign this Lease.** If the Landlord does not receive an installment of rent within ten (10) days from its due date, the Tenant agrees that the Landlord may impose a **Late Charge** of four percent (4%) of the unpaid amount or the maximum permitted by law. The right of the Landlord to impose this late charge shall not be the Landlord's only remedy for rent payment default and the Tenant agrees that the Landlord may treat such a default as an event permitting the Landlord to terminate the Lease and evict the Tenant (even if the rental default is shorter than 10 days).

2. OCCUPANCY / PETS. ONLY the FOLLOWING PERSON will occupy the premises:

NO PETS. The Tenant promises and agrees that the Premises will be used only as a strictly private dwelling and for no business or other purposes. The Landlord permits no pets or animals at any time.

A guest of the Tenant shall not remain with the Tenant for more that five (5) consecutive days or more than ten (10) days in any twelve-month period without the consent of the Landlord.

2-A. SECURITY DEPOSIT. Upon signing of this lease, the Tenant will deposit with the Landlord an amount equal to ONE MONTH'S RENT (\$1050) as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease, including the Tenant's duty not to damage the Premises or any of the Landlord's personal property, and the Tenant's cleaning obligations. If the Landlord uses any of the security deposit to fulfill obligations of the Tenant hereunder, the Tenant will deposit sufficient monies so that said security deposit will be at all times equal in an amount to one month's rent.

Upon the end of the term of the Lease, the Land lord will determine what portion, if any, of the security deposit is to be returned by the Landlord and shall refund all of the remaining portion of the security deposit (as the case may be) within 30 days of the end of the term. In the event the Landlord retains any or all of the security deposit, the landlord will additionally provided the tenant with a written statement

64 DEERING STREET
LEASE

THIS AGREEMENT OF LEASE is made this ^{April} 15 day of 2005 by and between C Betjemann III, whose mailing address is 64 Deering Street, Portland Maine 04101, (in this Lease called "Landlord" or owner), and Ben Cleaves + Dan Peepice of 142 High St #509 (in this Lease called Tenant, even if there is more than one person considered a tenant).

The Landlord leases to the Tenant and the Tenant leases from the Landlord, the apartment described below:

3rd Floor Apartment

(The "Premises") together with the right to use in common with other tenants and the Landlord the entryways and hallways necessary to access the premises; provided, however, that the Tenant shall not store any items, including without limitation shoes, boots, bicycles, and other sporting equipment, in the entryways or the hallways of the building.

1. RENT AND TERM. The term of this lease commences on 4/15/05 and expires on 4/30/06 unless terminated earlier as provided for in this Lease. The Tenant promises and agrees to pay as monthly rent during the term \$1050 payable in advance, on the FIRST DAY OF EACH MONTH during the term, at the Landlord's address set out above, **except that the Tenant will pay the first month's rent at the same time as the Tenant and the Landlord sign this Lease.** If the Landlord does not receive an installment of rent within ten (10) days from its due date, the Tenant agrees that the Landlord may impose a **Late Charge** of four percent (4%) of the unpaid amount or the maximum permitted by law. The right of the Landlord to impose this late charge shall not be the Landlord's only remedy for rent payment default and the Tenant agrees that the Landlord may treat such a default as an event permitting the Landlord to terminate the Lease and evict the Tenant (even if the rental default is shorter than 10 days).

2. OCCUPANCY / PETS. ONLY the FOLLOWING PERSON will occupy the premises: NO PETS. The Tenant promises and agrees that the Premises will be used only as a strictly private dwelling and for no business or other purposes. The Landlord permits no pets or animals at any time.

A guest of the Tenant shall not remain with the Tenant for more that five (5) consecutive days or more than ten (10) days in any twelve-month period without the consent of the Landlord.

2-A. SECURITY DEPOSIT. Upon signing of this lease, the Tenant will deposit with the Landlord an amount equal to ONE MONTH'S RENT (\$1050) as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease; including the Tenant's duty not to damage the Premises or any of the

Landlord's personal property, and the Tenant's cleaning obligations. If the Landlord uses any of the security deposit to fulfill obligations of the Tenant hereunder, the Tenant will deposit sufficient monies so that said security deposit will be at all times equal in an amount to one month's rent.

- Upon the end of the term of the Lease, the Landlord will determine what portion, if any, of the security deposit is to be returned by the Landlord and shall refund all of the remaining portion of the security deposit (as the case may be) within 30 days of the end of the term. In the event the Landlord retains any or all of the security deposit, the Landlord will additionally provide the tenant with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of the Tenant.

3. ASSIGNMENT, SUBLETTING, ETC. The Tenant will not assign this lease nor sublet the premises or any part thereof or permit the Premises to be used by others, except for guests of the Tenant as permitted under this Lease.

4. ALTERATIONS. The Tenant will not make nail holes, alterations, decorations, additions, affixations, or improvements in or to the Premises without the Landlord's prior written consent to which the Landlord may attach conditions. All materials installed in or attached to the premises by either party, including all paneling, decorations, partitions, carpeting, other attached floor coverings, floors, storm windows, screens, electrical, oil, or gas appliances, shall become the sole property of the Landlord, and shall remain in the Premises at the end of the term or any extension or renewal.

5. DAMAGE; INSURANCE. The Tenant shall not commit or permit any harm or waste of the premises or any part thereof. Any damage to or destruction of the Premises or any part thereof or to or of any personal property belonging to the Landlord located in or about the Premises arising from the negligence, omission or willful act of the Tenant, persons living with the Tenant, or Tenant's contractors, invitees, or guests, shall be the responsibility of the Tenant, who shall be immediately liable to the Landlord for all expenses in repairing or rebuilding the Premises or repairing or replacing such personal property. **The Tenant agrees and understands that the Tenant shall be responsible for insuring his or her personal property against fire and other risks.**

5A. LOSS, DAMAGE TO PERSONAL PROPERTY OF TENANT. The Landlord shall not be liable for any loss of, damage to, or destruction of property located in or about the Premises occasioned by any cause whatsoever (excepting the negligence or willful acts of Landlord or its employees or agents), including without limitation, fire, explosion, riot, water, or any theft by any person.

6. REQUIREMENTS OF LAW; INSURANCE RATES. The Tenant agrees to comply with any laws, orders, ordinances, and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon the Landlord or Tenant with respect to the Premises. The Tenant shall do or keep nothing, nor allow anything to be done or kept in the Premises which would be treated as extra hazardous as to insurance by fire insurance

companies, or which would increase the Landlord's fire insurance rates, or which would cause any of the Landlord's insurance to be adversely affected.

7. UTILITIES. The Tenant agrees to promptly pay for all charges for utilities furnished to the Premises These include: electricity, telephone, natural gas, and cable TV.

The Tenant accepts that the Tenant is responsible for maintaining the apartment to reduce heating costs such as closing storm windows, lowering insulating shades, turning down thermostat settings, use of the ceiling fan, etc.

8. IMPROPER USE OF PREMISES. Tenant shall not make nor permit any unlawful, improper, disruptive, noisy or otherwise offensive use of the leased premises. Tenant agrees to indemnify and hold lessor harmless from all liability, loss or damage arising from any nuisance made or permitted on the leased premises by tenant, family, friends, relatives, employees, or visitors.

8A. SMOKING. Smoking is not permitted anywhere on the premises by the Tenant, any persons living with the Tenant, or his/her employees, invitees, or guests.

9. DAMAGE TO OR DESTRUCTION OF RESIDENCE. If the Premises during the original term of this Lease or any extension or renewal thereof is damaged by fire or other unavoidable casualty not the fault of the Tenant so that it is unfit for occupation, then the rent due after such date, or a fair and just portion, according to the nature and extent of the damage sustained, will be suspended or abated until the Premises shall have been rebuilt and put in proper condition for occupancy by the Landlord; or this Lease shall, at the election of either the Landlord or the Tenant, upon written notice thereof to be given within thirty (30) days after the damage or destruction, be terminated and ended, without limiting any rights of the Landlord for breach of contract, arrears of rent or otherwise.

10. REPAIRS AND MAINTENANCE. During the term of this lease or any extension or renewal thereof, the Landlord will maintain the systems of the Premises (including heating, plumbing and electrical) structural and exterior portions of the Premises and repair any damage to the residence not caused by the negligence, omission or willful act of the Tenant, any persons living with the Tenant, or his/her employees, invitees, or guests. The Tenant will promptly notify the Landlord of any and all deterioration, damage or other condition requiring repair to structural or exterior portions of which the Tenant has or should have knowledge and the Tenant shall be liable for such repairs or maintenance arising out of or caused by the Tenants failure to so notify. During the term of this Lease or any extensions or renewals, in addition to the Tenants other responsibilities under the Lease, the Tenant agrees to maintain the interior portions of the Premises (including without limitation floors, walls, paint, wallpaper, ceilings, paneling, windows, storm doors, storm windows and screens, if any) in as good a condition as they may now be or may hereinafter be put into by the landlord, normal wear and tear excepted, and will repair any damage to the interior or those items (other than fire or accidents not the fault of the Tenant) and will repair any damage done to any other portion of the Premises or its systems or appliances caused by the Tenant, persons living with the Tenant, or the Tenants employees, invitees, guests, or pets.

11. ACCESS TO PREMISES. The Landlord will have the right to enter the Premises during reasonable hours and upon at least twenty-four (24) hours prior notice (except in the case of emergency) to examine the same, and to show the same to prospective tenants or purchasers, and to make such decorations, repairs, alterations, improvements or additions as the Landlord considers necessary or desirable. The Tenant acknowledges that the Landlord may, unless the Tenant has entered into an extension or renewal of this lease with the Landlord, commence frequent showings of the property to prospective tenants sixty (60) days prior to the end of the lease.

12. DEFAULT. If (i) the Premises is abandoned by the Tenant (ii) The Tenant defaults in the payment of any rent on time, whether or not demanded, (iii) The Tenant defaults in the observance and performance of any other promise or agreement to be performed or observed by the Tenant under this Lease for ten (10) or more days after the Landlord gives to the Tenant notice of such default and demand to cure it, then and in any one or more of those events the Landlord may, at the Landlord's sole election, give to the Tenant a written notice that this Lease has terminated, and this Lease shall terminate upon the giving of such notice, and the Tenant shall thereupon vacate and surrender the premises to the Landlord. In case of termination of the term of this Lease for any such cause, the Landlord will (i.) be deemed to have waived no rights hereunder; (ii) have all rights and remedies available under law including forcible entry and detainer; and (iii) be entitled to recover damages for breach of this lease, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, less any proper credits (including credits resulting from Landlord's obligation to mitigate under Maine Law), and any other expenses of Landlord incurred in connection with the retaking of possession of the premises and the removal and storage of Tenant's effects and the recovery of damages. Any demand of notice to Tenant under this or any other section of this Lease is deemed effective and delivered to Tenant if (i) left at the Premises in a conspicuous place or affixed to the front door of the Premises, whether or not any person is in the Premises at the time of delivery or thereafter, or (ii) mailed to Tenant by ordinary mail, postage prepaid, addressed to Tenant at the Premises or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed.

Tenant acknowledges and agrees that Landlord's acceptance of rent after date of termination of the Lease shall not be considered to void the termination or preclude Landlord from enforcing its rights, including the right to evict Tenant. Such payments shall be for Tenant's use and occupancy of the Premises and shall not be considered rent.

Tenant shall pay all costs and expenses incurred or paid by Landlord in enforcing the terms of this Lease; in addition, attorney's fees shall be recoverable by both parties to the extent permitted under Maine law.

13. END OF TERM. Upon the expiration or other termination of the term of this Lease, whether by reason of the Tenant's default or otherwise, Tenant agrees to vacate and surrender the Premises to the Landlord, cleaned and in as good condition as they now are, ordinary wear excepted. The Tenant will remove all personal property of the Tenant as directed by Landlord. All property left behind by the Tenant will be at the Tenant's

risk and will be stored and, ultimately, sold or otherwise disposed of by the Landlord in accordance with Maine law.

14. HOLDOVER. If the Premises is retained by the Tenant beyond the term of this Lease or any extension or renewal thereof, and the Landlord has not demanded possession of the Premises, then this Lease shall continue in full force and effect and all the terms shall apply (including rental terms), except the term of this Lease shall be for one month commencing on the day after the date of termination of the original term and the term of one month shall be automatically renewed for successive monthly terms until either party shall terminate the Lease by written notice to the other. Termination to be effective at the expiration of the one-month term specified therein. The Landlord and the Tenant agree that the monthly rent shall continue to be due from the Tenant until delivery of the premises in cleaned condition, notwithstanding the earlier termination of this lease.

15. RENEWALS, EXTENSIONS, AND EARLY TERMINATION. If the term of this Lease is renewed or extended by an instrument executed by the Landlord and by the Tenant, all of the terms, covenants, provisions, and conditions of this Lease (including without limitation provisions as to rental) shall be in full force and effect during the extended or renewal term, except that the termination of the extended or renewal term shall be as specified in the extension agreement.

16. WAIVER. The waiver of a breach of any term, condition, or covenant contained in this Lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition, or covenant, or of any subsequent breach of any nature.

17. GENERAL. The Lease shall be benefit and binding upon the respective heirs, executors, administrators, successors and assigns of the parties. The Lease is made in accordance with the laws of the State of Maine. Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; in particular and without limitation, it is not the intention of the parties that any provision of this Lease be construed to require the Tenant to waive any non-waivable tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.

If the Landlord is unable through no fault of the Landlord to deliver possession of the Premises to the Tenant within 10 days of the commencement date of this Lease, the Tenant may cancel this Lease by written notice to the Landlord, and neither party will have any further obligation hereunder and any sums paid under the Lease will be refunded to the Tenant. The Tenant will have no other remedy for the Landlord's inability to deliver the premises unless the same is caused by the Landlord's negligence or wrongful acts.

In the event of termination of the Landlord's interest in the Premises, the Landlord will (after any permitted deductions) transfer the Security Deposit to the Landlord's successor

and notify the Tenant of such transfer by mail, identifying the transferee and transferee's address. The Landlord will thereafter have no further obligation as to the security deposit.

18. NO REPRESENTATION / LEAD PAINT. Except as otherwise provided by law as to the implied warranty of habitability, the Landlord makes no representations as to the condition of the Premises, or as to any of the contents thereof or personal property located therein, and the Tenant acknowledges inspection thereof and accepts the same in their present "as is" condition. Pursuant to federal law, attached hereto are the following: Attachment A, Disclosure of Information on Lead Based Paint and lead-Based Pain Hazards and Attachment B, pamphlet entitled "Protect Your Family from Lead in Your Home."

19. INDEMNIFICATION. The Tenant covenants and agrees to forever save and hold the Landlord harmless from and against all claims for damage to or a loss of property, and all claims for injuries to or death of persons, in or about the Premises caused by the negligence, omission or willful act of the Tenant, or his/her invitees or guests, and /or resulting from the Tenant's failure to observe or comply with any of the Tenant's obligations undertaken in this Lease.

20. ATTACHMENTS / ADDNENDA (IF ANY):

- Attachment A – lead based paint disclosure
- Attachment B – Lead Based Paint / Hazards Pamphlet

The Landlord and the Tenant have respectively caused this Lease to be duly executed and delivered on the day and year first above written.

LANDLORD

C. Bet III
Date _____

Date 4/15/05

TENANT

[Signature]
[Signature]

4/15/05

4/15/05

Date _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _{BFC} Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _{BFC} Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) Lessee has received copies of all information listed above.

→ BFC

(d) Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

Agent's Acknowledgment (Initial)

(e) _{BFC} Agent has informed the lessor of the lessor'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 they have provided is true and accurate.

<u>C. B. King, Jr.</u>	<u>4/15/05</u>	<u>[Signature]</u>	<u>4/25/05</u>
Lessor	Date	Lessor	Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>4/15/05</u>
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date



(A) APARTMENT HOUSE ZONE
APPLICATION FOR PERMIT

Class of Building or Type of Structure Second Class
 Portland, Maine, June 27, 1951

PERMIT ISSUED
01305
 JUN 30 1951
 CITY OF PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to ~~erect~~ alter ~~or~~ ~~reconstruct~~ ~~or~~ ~~demolish~~ the following building ~~structure~~ ~~spot~~ ~~work~~ in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 64 Deering Street Within Fire Limits? yes Dist. No. 1
 Owner's name and address Florence Baker, 64 Deering Street Telephone _____
 Lessee's name and address _____ Telephone _____
 Contractor's name and address Chester H. Chandler, 48 Western Promenade Telephone 5129
 Architect _____ Specifications _____ Plans yes No. of sheets 1
 Proposed use of building Lodging house No. families _____
 Last use _____ No. families _____
 Material brick No. stories 3 Heat _____ Style of roof _____ Roofing _____
 Other buildings on same lot _____
 Estimated cost \$ 150. Fee \$ ~~2.00~~ 2.00

General Description of New Work

To construct wooden fire escapes from ¹¹²⁵ second floor to ground on rear of building as per plan. To cut in door at second floor level to give access to new fire escape.
 FIRST

Permit Issued with Letter

CERTIFICATE OF OCCUPANCY
 REQUIREMENT IS WAIVED

*subject under 21/21/51 - and means of escape from building
 57/1/51 - and access from rear - through building
 allows access to rear stairs from rear of building
 passage through door to be in rear of building*

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. **PERMIT TO BE ISSUED TO Chester H. Chandler**

Details of New Work

Is any plumbing involved in this work? _____ Is any electrical work involved in this work? _____
 Height average grade to top of plate _____ Height average grade to highest point of roof _____
 Size, front _____ depth _____ No. stories _____ solid or filled land? _____ earth or rock? _____
 Material of foundation _____ Thickness, top _____ bottom _____ cellar _____
 Material of underpinning _____ Height _____ Thickness _____
 Kind of roof _____ Rise per foot _____ Roof covering _____
 No. of chimneys _____ Material of chimneys _____ of lining _____ Kind of heat _____ fuel _____
 Framing lumber - Kind _____ Dressed or full size? _____
 Corner posts _____ Sills _____ Girt or ledger board? _____ Size _____
 Girders _____ Size _____ Columns under girders _____ Size _____ Max. on centers _____
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
 Joists and rafters: 1st floor _____ 2nd _____ 3rd _____ roof _____
 On centers: 1st floor _____ 2nd _____ 3rd _____ roof _____
 Maximum span: 1st floor _____ 2nd _____ 3rd _____ roof _____
 If one story building with masonry walls, thickness of walls? _____ height? _____

If a Garage

No. cars now accommodated on same lot _____, to be accommodated _____ number commercial cars to be accommodated _____
 Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? _____

Miscellaneous

Will work require disturbing of any tree on a public street? NO
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are _____

APPROVED:



**(A) APARTMENT HOUSE ZONE
APPLICATION FOR PERMIT**

Class of Building or Type of Structure Second CLASS
Portland, Maine, July 25, 1951

PERMIT ISSUED
AUG 8 1951
CITY OF PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect/alter/repair/demolish/install the following building structure etc., ~~work~~ in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 44-52 DEERING STREET Within Fire Limits? YES Dist. No. _____
 Owner's name and address NORMAN BAKER & KATHIE GIBSON c/o Nina Kidd Telephone _____
64-66 Deering Street Telephone _____
 Lessee's name and address _____ Telephone _____
 Contractor's name and address C. L. Beck, 138 Westbrook St., Portland Telephone 4-8617
 Architect _____ Specifications _____ Plans YES No. of sheets 3
 Proposed use of building APARTMENT HOUSE No. families _____
 Last use _____ No. families _____
 Material BRICK No. stories 3 Heat _____ Style of roof _____ Roofing _____
 Other buildings on same lot _____
 Estimated cost \$ 1112 Fee \$ 2.00

General Description of New Work

to construct of a water fire escape third floor to ground on rear of building per plans.

Permit Issued with Memo 7/27/51
7/30/51

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. **PERMIT TO BE ISSUED TO Carroll Beck**

Details of New Work

Is any plumbing involved in this work? _____ Is any electrical work involved in this work? _____
 Height average grade to top of plate _____ Height average grade to highest point of roof _____
 Size, front _____ depth _____ No. stories _____ solid or filled land? _____ earth or rock? _____
 Material of foundation _____ Thickness, top _____ bottom _____ cellar _____
 Material of underpinning _____ Height _____ Thickness _____
 Kind of roof _____ Rise per foot _____ Roof covering _____
 No. of chimneys _____ Material of chimneys _____ of lining _____ Kind of heat _____ fuel _____
 Framing lumber—Kind _____ Dressed or full size? _____
 Corner posts _____ Sills _____ Girt or ledger board? _____ Size _____
 Girders _____ Size _____ Columns under girders _____ Size _____ Max. on centers _____
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet
 Joists and rafters: 1st floor _____ 2nd _____ 3rd _____ roof _____
 On centers: 1st floor _____ 2nd _____ 3rd _____ roof _____
 Maximum span: 1st floor _____ 2nd _____ 3rd _____ roof _____
 If one story building with masonry walls, thickness of walls? _____ height? _____

If a Garage

No. cars now accommodated on same lot _____, to be accommodated _____ number commercial cars to be accommodated _____
 Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? _____

APPROVED:

Carroll Beck

Miscellaneous

Will work require disturbing of any tree on a public street? _____
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are _____

REAL ESTATE ASSESSMENT RECORD - CITY OF PORTLAND, MAINE

LAND NOS.	STREET	BLDG. NO.	CARD NO.	DEVELOPMENT NO.	AREA	DIST.	ZONE	CHART	BLOCK	LOT	CURR. DESC.
61	Deering St.		OF			2		47	C	6	

TAXPAYER ADDRESS AND DESCRIPTION

BAKER FLORENCE E
54 DEERING ST.
CITY

LAND & BLDG. DEERING ST. #64 ASS-
ESSORS PLAN 47-C-6 AREA 3078 SQ.
FT.

RECORD OF TAXPAYER			YEAR	BOOK	PAGE

PROPERTY FACTORS	
TOPOGRAPHY	IMPROVEMENTS
LEVEL	WATER
HIGH	SEWER
LOW	GAS
ROLLING	ELECTRICITY
SWAMPY	ALL UTILITIES
TREND OF DISTRICT	
PAVED	IMPROVING
SEMI-IMPROVED	STATIC
DIRT	DECLINING
SIDEWALK	
TILLABLE	PASTURE
	WOODED
	WASTE

LAND VALUE COMPUTATIONS AND SUMMARY						
FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	YEAR 1951	19
31	97	110 ²⁹	29	109 ²⁹	3380	
TOTAL VALUE LAND					3380	
TOTAL VALUE BUILDINGS					580	
TOTAL VALUE LAND AND BUILDINGS					3960	
SQ. FT. TO-FROM CH.					BLK.	LOT
SQ. FT. TO-FROM CH.					BLK.	LOT

LAND VALUE COMPUTATIONS AND SUMMARY						
FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	19	19
TOTAL VALUE LAND						
TOTAL VALUE BUILDINGS						
TOTAL VALUE LAND AND BUILDINGS						
SQ. FT. TO-FROM CH.					BLK.	LOT
SQ. FT. TO-FROM CH.					BLK.	LOT

ASSESSMENT RECORD		INCREASE	DECREASE
YEAR	LAND		
1950	1950	1950	1950
	LAND	1950	
	BLDGS.	2650	
	TOTAL	4600	
1951	LAND	2025	
	BLDGS.	3525	
	TOTAL	5550	
1952	LAND		
	BLDGS.		
	TOTAL		
1953	LAND		
	BLDGS.		
	TOTAL		
1954	LAND		
	BLDGS.		
	TOTAL		
1955	LAND		
	BLDGS.		
	TOTAL		
1956	LAND		
	BLDGS.		
	TOTAL		
1957	LAND		
	BLDGS.		
	TOTAL		
1958	LAND		
	BLDGS.		
	TOTAL		
1959	LAND		
	BLDGS.		
	TOTAL		
1960	LAND		
	BLDGS.		
	TOTAL		

LAND VALUE COMPUTATIONS AND SUMMARY						
FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	19	19
TOTAL VALUE LAND						
TOTAL VALUE BUILDINGS						
TOTAL VALUE LAND AND BUILDINGS						
SQ. FT. TO-FROM CH.					BLK.	LOT
SQ. FT. TO-FROM CH.					BLK.	LOT

YEAR	ORIG. COST	RENTAL
YEAR	SALE PRICE	EXPENSE
YEAR	U. S. R. S.	NET

GRADE DENOTES QUALITY OF CONSTRUCTION: A-EXCELLENT; B-GOOD; C-AVERAGE; D-CHEAP; E-VERY CHEAP

YEAR 19

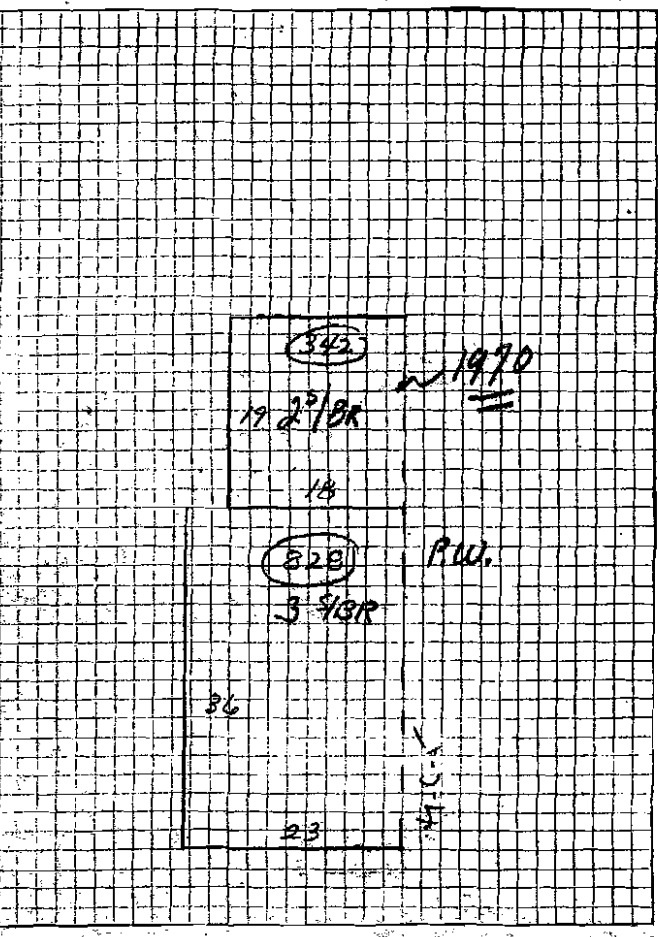
YEAR 19

1st owner
Rooms-rents not avail. for yearly basis

12/57-1205-P-150.00 - To const
out wooden fire escape from
first floor to ground on rear of
Bldg. to cut indoor at first fl.
level to give access to new fire
escape to construct outside
wooden fire escape 3rd floor
to ground on rear of Bldg.
2/19/51-1450-P-445.00

CONSTRUCTION			
FOUNDATION	FLOOR CONST.	PLUMBING	
CONCRETE	WOOD JOIST	BATHROOM 3	
CONCRETE BLOCK	STEEL JOIST	TOILET ROOM	
BRICK OR STONE	MILL TYPE +	WATER CLOSET	
PIERS	REIN. CONCRETE	LAVATORY	
CELLAR AREA FULL	FLOOR FINISH	KITCHEN SINK	
1/4 1/2 3/4		B 1 2 3	STD. WAT. HEAT
NO. CELLAR		CEMENT	AUTO. WAT. HEAT
EXTERIOR WALLS	EARTH	ELECT. WAT. BYST.	
CLAPBOARDS	PINE	LAUNDRY TUBS	
WIDE SIDING	HARDWOOD	NO PLUMBING	
DROP SIDING	TERRAZZO	TILING	
NO SHEATHING	TILE	BATH FL. & WCOT.	
WOOD SHINGLES		TOILET FL. & WCOT.	
ASBES. SHINGLES		LIGHTING	
STUCCO ON FRAME	ATTIC FLR. & STAIRS	ELECTRIC	
STUCCO ON TILE	INTERIOR FINISH	NO LIGHTING	
BRICK VENEER	B 1 2 3	NO. OF ROOMS	
BRICK ON TILE	PINE	BMT. 2ND 3	
SOLID BRICK	HARDWOOD	1ST 3 3RD 3	
STONE VENEER	PLASTER	OCCUPANCY	
CONC. OR CIND. BL.	UNFINISHED	SINGLE FAMILY	
	METAL CLG.	TWO FAMILY	
		APARTMENT 1	
TERRA COTTA		STORE	
VITROLITE	RECREAT. ROOM	THEATRE	
PLATE GLASS	FINISHED ATTIC	HOTEL	
INSULATION	FIREPLACE	OFFICES	
WEATHERSTRIP	HEATING	WAREHOUSE	
ROOFING	PIPELESS FURNACE	COMM. GARAGE	
ASPH. SHINGLES	HOT AIR FURNACE	GAS STATION	
WOOD SHINGLES	FORCED AIR FURN.	ECONOMIC CLASS	
ASBES. SHINGLES	STEAM	OVER BUILT	
SLATS TILE	HOT WAT. OR VAPOR	UNDER BUILT	
METAL	NO HEATING	DT. 6/30/50 AR.	
COMPOSITION		LD. 5 FD. 24	
ROLL ROOFING	GAS BURNER	MS. CK. 50	
	OIL BURNER		
INSULATION	STOKER		

COMPUTATIONS	
UNIT	1951.
828 S. F.	10140
S. F.	
P.W.	-510
ADDITIONS	+1920
1-3/8 DAY	+190
BASEMENT	
WALLS	
ROOF	
1-2/8 DAY	+140
FLOORS	
ATTIC	
FINISH	
FIREPLACE	
HEATING	+760
PLUMBING	-180
TILING	
TOTAL	12010
FACT+10	1010
REP. VAL.	13020



SUMMARY OF BUILDINGS

OCC.	TYPE	GR.	AGE	REMOD.	COND.	REP. VAL.	P. D.	PHY. VAL.	F. D.	SOUND VAL.	TAX VAL.
APT	3 9/8 R	B	66		F	13020	50%	6510	10%	5860	3525
YEAR	1951							1951 TOTAL BLDGS.		5860	3525
TAX VAL.								19		19	
OLD VAL.	3525							19		19	
CHANGE								19		19	

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

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF**

Issues: *Wendy Szymar*, owners of the property located at 64 Dering Street, have submitted an application to legalize *three* existing non-conforming dwelling unit for a total of *three* 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) 874-3695. The office hours are 8:00am to 4:00pm weekdays.

~~#3~~
ID #
1293

Gayle Guertin - 64 Deering Street non conforming unit

From: Gayle Guertin
To: Jeanie Bourke
Date: 11/30/2007 3:43 PM
Subject: 64 Deering Street non conforming unit
CC: Ann Machado; Gayle Guertin; Marge Schmuckal

64 Deering Dt.
CBL: 047 C006
Owner: Wendy Seymour

Sent out abutters notice as of 11/30/07

Gayle

UCL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
047 A021001	DRE MANAGEMENT	318 BRIGHTON AVE PORTLAND, ME 04102	743 CONGRESS ST	1
047 A022001	737 CONGRESS ST ASSOC LLC	126 PINE ST PORTLAND, ME 04102	737 CONGRESS ST	1
047 A023001	CURRIER EDWIN P	10 MELLE ST PORTLAND, ME 04101	10 MELLE ST	1
047 A024001	A & L PROPERTIES LLC	45 LINDEN RD HAMPTON, NH 03844	14 MELLE ST	5
047 A024003	BURKE MICHAEL & KATHLEEN BRIDGET FENNELL	14 MELLE ST # 3 PORTLAND, ME 04101	14 MELLE ST	1
047 A02401L	ROULLARD BRUCE	46 SCHOOL ST GORHAM, ME 04038	14 MELLE ST	1
047 A02401R	DUKE & DUKE LLC	410 INTERVALE RD NEW GLOUCESTER, ME 04260	14 MELLE ST	1
047 A02402L	PRESTIGIACOMO G JOHN	75 BACK MEADOW RD NOBLEBORO, ME 04555	14 MELLE ST	1
047 A02402R	MURPHY GRACE FRANCES	14 MELLE ST # 2R PORTLAND, ME 04101	14 MELLE ST	1
047 A025001	PRICE JACQUELINE LAIRD	PO BOX 10226 PORTLAND, ME 04104	24 MELLE ST	7
047 A026001	COMMUNITY ALCOHOLISM ORIENTATION HOUSE INC	30 MELLE ST PORTLAND, ME 04101	30 MELLE ST	13
047 A028001	DASSA MARTIN B & ROCHELLE G DASSA JTS	5 COTTONWOOD LN FALMOUTH, ME 04105	747 CONGRESS ST	1
047 A031001	JULIO RICHARD & CHRISTINE	PO BOX 106 DTS PORTLAND, ME 04112	741 CONGRESS ST	1
047 B001001	PEOPLE'S REGIONAL OPPORTUNITY PROGRAM	510 CUMBERLAND AVE PORTLAND, ME 04101	73 DEERING ST	1
047 B002001	PEOPLE'S REGIONAL OPPORTUNITY PROGRAM	510 CUMBERLAND AVE PORTLAND, ME 04101	500 CUMBERLAND AVE	1
047 B003001	PEOPLE'S REGIONAL OPPORTUNITY PROGRAM	510 CUMBERLAND AVE PORTLAND, ME 04101	498 CUMBERLAND AVE	1
047 B004001	DONNELLY DONALD L JR & DORIS VIBERT JTS	494 CUMBERLAND AVE PORTLAND, ME 04101	494 CUMBERLAND AVE	1
047 B005001	DONNELLY DONALD L JR	494 CUMBERLAND AVE PORTLAND, ME 04101	492 CUMBERLAND AVE	1
047 B006001	CLOUTIER FRANCIS R	PO BOX 4271 STATION A PORTLAND, ME 04101	488 CUMBERLAND AVE	5
047 B010001	MCLELLAN ELIZABETH A	53 DEERING ST PORTLAND, ME 04101	59 DEERING ST	6
047 B011001	MCLELLAN ELIZABETH A	53 DEERING ST PORTLAND, ME 04101	57 DEERING ST	6
047 B012001	MCLELLAN ELIZABETH A	53 DEERING ST PORTLAND, ME 04101	53 DEERING ST	4
047 B013001	BARRY MICHAEL P & ALEXANDRA E RHEAULT JTS	51 DEERING ST PORTLAND, ME 04101	51 DEERING ST	1
047 B014001	TACKA JOSEPH A & MAUREEN E CALLNAN JTS	49 DEERING ST PORTLAND, ME 04101	49 DEERING ST	3
047 B015001	SELBERG PROPERTIES LLC	121 CARLYLE RD PORTLAND, ME 04103	47 DEERING ST	6
047 B016001	MCDONALD MATTHEW P	45 DEERING ST # 1 PORTLAND, ME 04101	45 DEERING ST	1
047 B016002	PEZZUTI RENEE & MARGARET M PEZZUTI JTS	8 DYER POND RD CAPE ELIZABETH, ME 04107	45 DEERING ST	1
047 B016003	VINDLE GROUP LLC	7 DYER POND RD CAPE ELIZABETH, ME 04107	45 DEERING ST	1
047 B016004	BEDÉLL LEWIS C & ROBERT L MELSON	45 DEERING ST # 4 PORTLAND, ME 04101	45 DEERING ST	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
047 B017001	MONAHAN EILEEN	43 DEERING ST PORTLAND, ME 04101	43 DEERING ST	1
047 B029001	PEOPLE'S REGIONAL OPPORTUNITY PROGRAM	222 ST JOHN ST PORTLAND, ME 04102	61 DEERING ST	1
047 C001001	KULPER MARK W	2899 AGOURA RD STE 269 WESTLAKE VILLAGE , CA 91361	74 DEERING ST	4
047 C002001	KULPER MARK W	2899 AGOURA RD STE 269 WESTLAKE VILLAGE , CA 91361	72 DEERING ST	5
047 C003001	HARROUN LESLIE	70 DEERING ST PORTLAND , ME 04101	70 DEERING ST	2
047 C004001	ANDREW LAUREL	68 DEERING ST PORTLAND, ME 04101	68 DEERING ST	3
047 C005001	LACKEY HENRY T	66 DEERING ST PORTLAND, ME 04101	66 DEERING ST	5
047 C006001	SEYMOUR WENDY E	64 DEERING ST PORTLAND, ME 04101	64 DEERING ST	3
047 C007001	BOULOS JAMES G	60 DEERING ST PORTLAND, ME 04101	60 DEERING ST	3
047 C008001	LORD KERI D	58 DEERING ST PORTLAND, ME 04101	58 DEERING ST	3
047 C009001	MCINTOSH JOHN A & ARLENE JTS	PO BOX 793 BOOTHBAY HARBOR, ME 04538	52 DEERING ST	4
047 C010001	ZHAO MEI & ETALS JTS	50 DEERING ST PORTLAND, ME 04101	50 DEERING ST	1
047 C011001	WAECKER O AILINE	48 DEERING ST PORTLAND, ME 04101	48 DEERING ST	1
047 C012001	ZIMBLE ANDREA J & PAUL C FARRAR JTS	46 DEERING ST APT #2 PORTLAND, ME 04101	46 DEERING ST	3
047 C013001	BORNSTEIN BRUCE E	PO BOX 15 PORTLAND, ME 04112	44 DEERING ST	5
047 C014001	FACTORS FINANCIAL FRC INC	PO BOX 7002 PORTLAND, ME 04112	687 CONGRESS ST	1
047 C015001	PATTERSON MICHAEL & PATRICK DULLEA JTS	42 DEERING ST PORTLAND, ME 04101	42 DEERING ST	2
047 C016001	ROBINSON LARRY	40 DEERING ST PORTLAND , ME 04101	40 DEERING ST	1
047 C018001	SHUMAN MICHAEL L	15 MELLEN ST PORTLAND, ME 04101	15 MELLEN ST	1
047 C019001	SKOWHEGAN PLAZA LIMITED PARTNERSHIP	12 BROOK ST WELLESLEY, MA 02482	709 CONGRESS ST	1
047 C021001	KOUTSIVITIS NICHOLAS P & DOROTHY B	148 SUMMIT PARK AVE PORTLAND, ME 04103	699 CONGRESS ST	1
047 C024001	HARKINS TIMOTHY III & EILEEN M ANDERSON-HARKINS	395 OLD STAGE RD ARROWSIC, ME 04530	11 MELLEN ST	4
047 C025001	CLASS ACTS MANAGEMENT INC	PO BOX 641 FREEPORT , ME 04032	727 CONGRESS ST	10
047 C026001	C & C BUILDERS INC	PO BOX 463 PORTLAND , ME 04112	723 CONGRESS ST	2
047 C029001	KOUTSIVITIS NICHOLAS P & DOROTHY B JTS	148 SUMMIT PARK AVE PORTLAND, ME 04103	707 CONGRESS ST	4
047 C030001	PIXLEY ANDREW C	703 CONGRESS ST # 1 PORTLAND , ME 04102	705 CONGRESS ST	1
047 C030002	RAY BENJAMIN B & VANESSA M RAY JTS	521 15TH ST SACRAMENTO, CA 95814	705 CONGRESS ST	1
047 C030003	KATZ BONNIE M & MICHAEL E KATZ JTS	703 CONGRESS ST # 3 PORTLAND , ME 04102	705 CONGRESS ST	1
047 C030004	PALERMINO GREGG R	705 CONGRESS ST # 4 PORTLAND , ME 04102	705 CONGRESS ST	1

11/30/2007

SITE PLAN APPLICATION ID: 1293 64 DEERING ST

12:14 PM

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
047 C030005	YELLOW HAT LLC	4 GILMAN ST # 2 PORTLAND, ME 04102	705 CONGRESS ST	1
047 C031001	SINENI ANTHONY J	701 CONGRESS ST PORTLAND, ME 04102	701 CONGRESS ST	4
047 C032001	KOUTSIVITIS NICHOLAS P & DOROTHY B	148 SUMMIT PARK AVE PORTLAND, ME 04103	699 CONGRESS ST	6
047 C033001	KOUTSIVITIS NICHOLAS P ETAL ATTN J THOMAS MGR PLAN.&	144 STATE ST PORTLAND, ME 04101	691 CONGRESS ST	1

11/30/2007

SITE PLAN APPLICATION ID: 1293 64 DEERING ST

12:14 PM

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
Total Listed	62 UNITS	162		

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 64 DEERING STREET**

Issues: Wendy E.Seymour , owner of the property located at 64 Deering Street has submitted an application to legalize three existing non-conforming dwelling unit for a total of three 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 8:00am to 4:00pm weekdays.

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