

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

Location of Construction: 317-219 Brackett Street		Owner: Sarah V. Dayton		Phone: 879-7771		Permit No: 981254
Owner Address: 11 Helen Street Portland, ME 04101		Lessee/Buyer's Name:		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> NOV 3 1998 </div> CITY OF PORTLAND </div>
Contractor Name:		Address:		Phone:		
Past Use: 2 unit /Duplex		Proposed Use: 2 condominiums		COST OF WORK: \$ PERMIT FEE: \$ 50.00 FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group: Type:		
Proposed Project Description: C of U from duplex (2 unit) to 2 condominiums		Signature:		Signature:		Zone: CBL: 055-D-017 Zoning Approval:
Permit Taken By: NO		Date Applied For: 10-27-98		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: Date:		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"/>

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

CERTIFICATION

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

10-28-98

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT



ADDRESS: 217-219 BRACKETT ST
PERMIT APPLICATION FOR: Change of Use
BUILDING OWNER: Sarah Dwyer
PERMIT APPLICANT: Same
REVIEWER: Deborah Andrews
DATE OF DECISION: 10/30/99

HISTORIC PRESERVATION REVIEW

Note: Your property is an individually designated landmark structure or is located within a designated historic district. As such, alterations to the building exterior or site which are visible from a public way are subject to review and approval under Article IX (Historic Preservation) of the Land Use Code. Your building or sign permit application has been reviewed to determine whether the nature or scope of the project requires review, and if so, whether it meets the standards of the historic preservation ordinance.

ACTION

☒ Change of Use Application
Does not Require Review (e.g. Interior work only / alteration is not readily visible from a public way)

☒ ~~Note: this finding is based on the understanding that the application entails interior work only or that the proposed exterior alteration(s) will not be readily visible from a public way. If your project entails exterior or site alterations (including the installation of sign(s), awnings, or exterior lighting for such) these alterations must be reviewed and approved prior to commencing with the work. Contact 874-8726 for more information.~~

☐ **Denied** Reason for Denial: _____

☐ **Approved as submitted**

☐ **Approved with conditions (see below)**

Conditions of Approval:

☐ Contact Historic Preservation Staff (874-8726 or 874-8728) prior to installation of sign(s) to confirm approved location.

☐ Your sign permit includes no reference to exterior lighting; if lighting is included, please submit information on fixtures and specifications on installation.

Other conditions:

1. _____
2. _____
3. _____

Sarah W. Dayton
11 Mellen Street
Portland, ME 04101
(207)879-7771

October 19, 1998

Marge Schmuckal
Zoning Administrator
Department of Planning & Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Ms. Schmuckal,

Enclosed is an application for a condominium conversion permit for the 2-unit located at 217-219 Brackett Street. I recently purchased this property in August from an estate and it has since been vacant. I would like to convert the property to condominiums so that my husband and I may owner occupy 1 unit and sell the second unit to another party. We feel this property would be ideal for condominium ownership as there are currently no tenants and the units are so large (4-5 bedrooms on each side).

I have also enclosed the \$50.00 application fee made out to the City of Portland. My lawyer, Terry N. Snow, is currently working on filing a Declaration of Condominiums and I will notify you when that is complete.

Please call me if there are any questions or you need additional information. Thank you for your time.

Sincerely,

Sarah W. Dayton

Sarah W. Dayton

*with owner's SSN & address
enclosed & unit #15 MC
for A. Smith*

CONDOMINIUM CONVERSION APPLICATION
PART III

PROJECT DATA:

1. Name of Project: 217-219 Brackett street

2. Assessor's Reference, (Chart-Block-Lot): 55-D-17

3. Number of units and rental rates before conversion:
(Please specify whether or not monthly rent includes utilities.)

	<u>Number</u>	<u>Monthly Rent</u>
a) One bedroom units.....	_____	_____
b) Two bedroom units.....	_____	_____
c) Three or more bedroom units.....	<u>2</u>	<u>N/A</u>

4. Number of units and purchase price after conversion:

	<u>Number</u>	<u>Purchase Price</u>
a) One bedroom units.....	_____	_____
b) Two bedroom units.....	_____	_____
c) Three or more bedroom units.....	<u>2</u>	<u>70-80,000/unit</u>

5. Length of time building owned by applicant: 2 months

6. Place a check in the spaces below if there has been or will be any building improvements, renovations, or modifications associated with this conversion which require any of the following permits:

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Plumbing Permit	<input checked="" type="checkbox"/> None
<input type="checkbox"/> Electrical Permit	<input type="checkbox"/> Heating Permit	

7. Specify the type and approximate cost of any building improvements associated with this conversion that do not require permits:

\$ _____ Exterior walls, windows, doors, roof;

\$ _____ Insulation;

\$ _____ Interior cosmetic (e.g. wall or floor refinishing, etc.);

\$ _____ Other (specify) _____;


_____ None.

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

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

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

NOTEIf you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.**

Location/Address of Construction (include Portion of Building): 217-219 Brackett Street			
Total Square Footage of Proposed Structure		Square Footage of Lot 4,640 s.f.	
Tax Assessor's Chart, Block & Lot Number Chart# 055 Block# D Lot# 017		Owner: Sarah W. Dayton	Telephone#: 879-7771
Owner's Address: 11 Mellen Street Portland, ME 04101		Lessee/Buyer's Name (If Applicable) N/A	Cost Of Work: \$ _____ Fee \$ 40
Proposed Project Description: (Please be as specific as possible) Change of use to 2 condominiums from a 2 unit			
Contractor's Name, Address & Telephone			Rec'd By 
Current Use: Duplex		Proposed Use: 2 Condominiums	

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

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

You must Include the following with you application:

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

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

4) Building Plans

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

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

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

Certification

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

Signature of applicant: 	Date: 10-27-98
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Building Permit Fee: \$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.

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



CONTRACT FOR SALE OF REAL ESTATE

Initials: Buyer _____
Seller _____

Date: _____

RECEIVED of Sarah + Gregory Dayton of Portland, Maine 5-29 1998
herein called the Purchaser, the sum of (\$ 1,000. ~~two~~ ONE) in the form of:

as earnest money and in part payment on account of the purchase price of the following described real estate, situated in the County of Cumberland
and State of Maine to wit: The Daly/Klapp property, so called, being a legal 2 family
frame dwelling

situated on and including a lot of land approximately 4640 s.f. and located at 217-219 Brackett St., Portland, ME

Being all the real property owned by the Seller at this address and being more fully described at said county's registry of deeds in Book 6619

Page 209. The parties agree that all fixtures, including, but not limited to, existing storm windows, screens, shades, blinds, shutters, curtain rods, electrical fixtures, and the following items of personal property are included with the sale as existing at time of showing: _____

the TOTAL purchase price being (\$ 113,000)
One hundred and thirteen thousand DOLLARS

PAYMENT TO BE MADE AS FOLLOWS: the above earnest money deposit paid herewith, and the remainder to be paid by cash or certified check at time of Transfer of Title. Said earnest money deposit is received and held by the broker, subject to the following conditions:

1. **DEPOSIT/ACCEPTANCE:** N/A as listing agency shall hold said earnest money or deposit and act as escrow agent until closing; that 60 day(s) shall be given for obtaining the Seller's acceptance; and, in the event of non-acceptance, this deposit shall be promptly returned to the Purchaser.

2. **TITLE:** That a deed, showing good and merchantable title in accordance with standards adopted by the Maine Bar Association, shall be delivered to the Purchaser or his nominee; and it is agreed that this transaction shall be closed and the Purchaser shall pay the balance due and execute all papers necessary for the completion of the purchase on the 60th day from the Effective Date of this contract as set forth below unless another date is mutually agreed upon by all parties. If Seller shall be unable to convey, or deliver possession in accordance with the provisions of this Agreement, or make the premises conform with the provisions hereunder, then the Seller shall have a reasonable time period to remedy the defect, not to exceed thirty (30) days, unless otherwise agreed to in writing by both parties at the time the defect is discovered. The Seller hereby agree to use diligent efforts to cure any such title defect during such period or make the premises conform, whichever applies. If, at the closing date, or at the expiration of the extension period, if extended, the Seller shall have failed to remove title defects, deliver possession, or make the premises conform, whichever applies, all as herein provided, then the deposits made hereunder shall be refunded, and the obligations of the parties to one another shall cease, and this Agreement shall be void and without recourse to the parties, unless the Purchaser elects in writing before the time for performance as the same may have been extended, to accept the premises or the title in its then condition at the price herein provided.

3. **DEED:** The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except easements of record, restrictive covenants of record, and usual public utilities servicing the property. Seller represents that the use of the real estate complies with current zoning ordinances.

4. **POSSESSION:** Seller shall deliver to Purchaser possession of said premises at transfer of title. The above described property to be delivered in substantially the same condition as of the date of this contract unless otherwise stated. Occupancy will be given at transfer of title.

5. **RISK OF LOSS:** The risk of loss or damage to said premises by fire or otherwise, until the closing, is assumed by the Seller. The Purchaser has the option to accept the proceeds of insurance and continue with the purchase or the Purchaser may opt out of the purchase and this contract becomes null and void.

6. **PRORATIONS:** The following items shall be pro-rated as of transfer of title:

Real estate taxes for the fiscal year in the town of Portland Seller is responsible for any unpaid taxes for prior years.

Fuel: Yes ☒ No ☐; electricity: Yes ☒ No ☐; water: Yes ☒ No ☐; sewer: Yes ☒ No ☐; rents: Yes ☐ No ☒; association fees: Yes ☐ No ☒.

7. **FINANCING:** this contract is subject to an approved conventional mortgage loan of 80 % of the purchase price, at an interest rate not to exceed 10 % and amortized over a period of not less than 30 years. Points: Seller agrees to pay no more than \$ -0- towards points, closing costs and/or prepaids.

a) The Purchaser is under a good-faith obligation to actively seek and accept financing on the above described items 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 this contract and will result in forfeiture of earnest money.

b) This contract is subject to 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. Final lender approval shall be obtained within 45 days of the Effective Date of this contract. If either of these loan approvals is not obtained within said time periods, the Seller, at his option may declare this contract null and void and the deposit shall be promptly returned to the Purchaser.

8. **DEFAULT:** In the event of default by the buyer, seller may employ all legal and equitable remedies, including without limitation, termination of this contract and forfeiture by buyer of the earnest money. In the event of a default by seller, buyer may employ all legal and equitable remedies, including without limitation, termination of this contract and return to buyer of the earnest money. The escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either buyer or seller.

9. **DISCLOSURES:** The Purchaser acknowledges receipt of written disclosures concerning:

	Yes	No
a) Water Supply	—	<input checked="" type="checkbox"/>
b) Insulation	—	<input checked="" type="checkbox"/>
c) Waste Disposal System	—	<input checked="" type="checkbox"/>
d) Lead Based Paint	—	<input checked="" type="checkbox"/>
e) Hazardous Materials	—	<input checked="" type="checkbox"/>
f) Radon	—	<input checked="" type="checkbox"/>
g) Underground Storage Tanks	—	<input checked="" type="checkbox"/>
h) Roof	—	<input checked="" type="checkbox"/>
i) Exclusions of Personal Property	—	<input checked="" type="checkbox"/>
j) Other	—	<input checked="" type="checkbox"/>

If the answer to any of the above is "No", then this contract is made contingent upon the Purchaser receiving this written information within five (5) days of the Effective Date of this contract.

10. **INSPECTIONS:** It is recommended that the Purchaser have the following inspections:

a) general building inspection; b) septic system inspection; c) air quality test to determine the concentration, if any, of radon gas; d) inspection to assess any potential danger and/or estimate the cost to remove or encapsulate asbestos in any property that contains or has contained asbestos insulation of any kind; e) lead paint inspection. The Purchaser is encouraged to seek information from professionals regarding any specific issues of concern. This contract is subject to the following inspections and/or tests with results being satisfactory to the Purchaser:

TYPE OF INSPECTION AND/OR TESTS	Yes	No	RESULTS REPORTED TO SELLER
a) General Building	—	<input checked="" type="checkbox"/>	within _____ days
b) Septic System	—	<input checked="" type="checkbox"/>	within _____ days
Radon Air Quality	—	<input checked="" type="checkbox"/>	within _____ days
asbestos	—	<input checked="" type="checkbox"/>	within _____ days
Paint	—	<input checked="" type="checkbox"/>	within _____ days

pection will be reported to the Seller in writing within the number of days from the Effective Date specified above. If the result of any inspection is satisfactory 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 / 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 : 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 sence of the inspection(s) listed above, the Purchaser is relying completely upon his own opinion as to the condition of the property. Buyer understands and acknowledges that the Agency and its brokers are not expert in detecting physical defects in real property and that the Buyer has been advised to seek professional istance in evaluating the physical condition of all properties.

WATER TEST: If the water supply to the premises is private, Seller, at his expense, will supply a recent satisfactory new Water Supply test conforming to requirements of the State Bureau of Health and/or lending institution within N/A days of the Effective Date of this contract.

AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of written agency disclosures and confirm the following agency relationships for this isaction. (Check and complete either A or B)

Listing Agency none and listing associate Peter McGee Esq. Escrow Agent represent Seller exclusively.
Selling Agency none and selling associate _____ represent: Seller exclusively
Purchaser exclusively

PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties are merged into this agreement, which alone y and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party ing on any statements or representations made by the other or on his behalf not embodied in this agreement.

HEIRS/ASSIGNS: All covenants and agreements herein contained shall extend to and be obligatory upon heirs, personal representatives, successors and igns of the respective parties.

WITHHOLDING: Sellers are legal residents of Maine. In the event Sellers are not legal residents of the State of Maine l the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 5250-A requires 2.5% of the total consideration paid for the perty to be withheld by the real estate escrow person who closes the transaction to be paid over to the State Tax Assessor, unless a waiver is obtained from thereau of Taxation, Augusta, Maine.

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

. Any dispute or claim arising out of or relating to this contract or the property addressed within this contract shall be submitted to mediation in accordance h the Maine Residential Mediation Rules of the American Arbitration Assn. This clause shall survive the closing of the transaction.

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

. **CONTINGENCIES:** Yes _____ No ✓

. **ADDENDUM ATTACHED:** Yes _____ No ✓

COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE, RECEIPT OF A COPY IS HEREBY CKNOWLEDGED. WHEN PROPERLY COMPLETED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT AN TTORNEY.

rchaser having inspected the above described property and its appurtenances, hereby offers and agrees to purchase the above described property at the price and on the terms and conditions set forth.

Mary W. Dayton 5-29-98
rchaser Date

xc. Sec. # 021-44-4983

Sarah W. Dayton 5-29-98
Purchaser Date

Soc. Sec. # 578-78-4149

ereby accept the offer and agree to deliver the above described property at the price and upon the terms and conditions stated above. I further agree to pay the rker above named as commission for his services _____ % percent of the sale price. In the event said earnest money or deposit is forfeited by said purchaser, e-half thereof shall go to listing broker and the remainder to seller, provided however, that the broker's portion shall not exceed the full amount of the mmission specified.

Kathryn B. Kopp 6-4-98
ler Personal Representative estate Mary W. Dayton Date

c. Sec. # 007-82-912A

ller is a Resident of the State of Maine: Yes ✓ No _____

Seller _____ Date _____

Soc. Sec. # _____
Seller is a Resident of the State of Maine: Yes _____ No _____

Effective Date _____
NOTE: The day after the effective date starts the first complete 24 hour period when the counting of the days begins, being day number one. All days in contract shall refer to calendar days.

APPLICATION FOR
CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I

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

Location of Project:

Assessor's chart: 55
Block: D
Lot: 17

Name of Owner: Sarah W. Dayton

Address: 11 Mellen Street #4, Portland, ME 04101

Telephone No.: (207) 879-7771

Name of Project: 217-219 Brackett street

No. of Units to be Converted: 2

No. of Units applying for: 2

No. of Units in Structure: 2

Date on which Declaration of Condominiums was filed in Cumberland County Registry of Deeds: To be filed

INSPECTION SERVICES USE ONLY

Approved By Marya Schmuck Date: 10/29/98
Zoning

	No of units approved (circle) and date									
	2	3	4	5	6	7	8	9	10	
Fire Dept: 1 others										
Plumbing: 1 others										
Elec.: 1 others										
Bldg. & 1 Housing others										
C. of O. 1 others										

Comments:

BUILDING PERMIT REPORT

DATE: 2 OCT. 98 ADDRESS: 217-219 Brackett St. CBL: 055-D-012
REASON FOR PERMIT: CofU. From duplex To Two Family Bldg.
BUILDING OWNER: Sarah W. Dayton
CONTRACTOR: _____
PERMIT APPLICANT: _____
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: X1

- X1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 2.6 Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
3. Precaution must be taken to protect concrete from freezing. Section 1908.0
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise. (Section 1014.0)
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4

COMMENTS

12/1/98 Inspected both units
total separation, checked boilers
smoke detection, etc. OK moving

Inspection Record

Type

Foundation: _____

Framing: _____

Plumbing: _____

Final: _____

Other: _____


Date

CONDOMINIUM CONVERSION APPLICATION
PART II

CODE COMPLIANCE: *No tenants. Building is vacant. I purchased building from an estate due to death of owner.*

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

12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self-closers. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
- In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
- In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued.
26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
28. Please read and implement the attached Land Use-Zoning report requirements.
29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
30. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
- *31. A 1 Hour Fire Resistance Separation must be obtained between dwelling units.
- *32. The sound Transmission Control shall be as per Section 1214.6 of The bldg. code
- 33.


P. Samuel Holmes, Building Inspector

cc: Lt. McDougall, PFD

Marge Schmuckal, Zoning Administrator