

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

Location of Construction: 108 St John St		Owner: Donald Moody		Phone: 839-4203		Permit No: 490182	
Owner Address: Gorham		Lessee/Buyer's Name:		Phone:		Business Name:	
Contractor Name: George Dowey Rice Free.		Address: 362 Bennett Rd New Gloucester 04060		Phone: 926-3358/759-9804		Permit Issued: MAR - 8 1999	
Past Use: Closed/Vacant		Proposed Use: Auto Repair & Car Sales		COST OF WORK: \$		PERMIT FEE: \$ 25.00	
				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
Proposed Project Description: Change of Use (Re-authorize last use)		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>		Zone: CBL: 068-D-010	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: MC		Date Applied For: January 19, 1999					

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..

**SCANNED**

APPEAL SUSTAINED 3/4/99

PERMIT ISSUED WITH REQUIREMENTS

**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

January 19, 1999

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 *[Signature]*

COMMENTS

6-3-99 <sup>12<sup>th</sup></sup> Permit is ok. to Issue change of use.

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

LAND USE - ZONING REPORT

ADDRESS: 108 St. John St, DATE: 3/5/99

REASON FOR PERMIT: Changed use to CAR repair with Accessory  
future CAR SALES

BUILDING OWNER: George Dewey Rice, C-B-L: 68-D-10

PERMIT APPLICANT: Above

APPROVED: with conditions DENIED: \_\_\_\_\_  
#8,

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing \_\_\_\_\_ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on \_\_\_\_\_ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will **not** be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the \_\_\_\_\_ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of \_\_\_\_\_ units. Any change in this approved use shall require a separate permit application for review and approval.
- ⑧ Separate permits shall be required for any signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is **not** an approval for an additional dwelling unit. You **shall not** add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
- ⑪ Other requirements of condition The Attached 4 conditions placed by  
The Board of Appeals shall be met

Marge Schmuckal Marge Schmuckal, Zoning Administrator

## CONCLUSIONS

Based on the foregoing facts, the Board of Appeals concludes that Dewey's Garage, Inc. may engage in used car sales as an activity ancillary and accessory to the permitted principal use of automobile repairs, provided the automobile sales are conducted in accordance with the following conditions.

## CONDITIONS OF APPROVAL

1. No more than eight automobiles ready for sale shall be displayed, parked or stored on the property at any one time.
2. All automobiles offered for sale shall be parked along the fence on the right-hand side of the property (viewed from St. John Street), at right angles to the fence. Automobiles offered for sale shall not be lined up along St. John Street.
3. There shall be no advertising signage on the cars offered for sale (except that a "Dewey's Garage" license plate may be affixed to the front of the vehicle).
4. There shall be no streamers, pennants, banners, flags, strings of lights or other attention-attracting devices which would tend to give the appearance of a used car lot, as distinguished from a repair shop.



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

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

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

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

Location/Address of Construction (include Portion of Building): <b>108 ST JOHN ST</b>			
Total Square Footage of Proposed Structure <b>1232</b>		Square Footage of Lot <b>16359</b>	
Tax Assessor's Chart, Block & Lot Number Chart# <b>68</b> Block# <b>D</b> Lot# <b>10</b>		Owner: <b>DONALD MOODY</b>	Telephone#: <b>839-4203</b>
Owner's Address: <b>GORHAM</b>		Lessee/Buyer's Name (If Applicable) <b>Dewey's GARAGE INC</b>	Cost Of Work: \$ Fee \$ <b>25.00</b>
Proposed Project Description: (Please be as specific as possible) <b>SEE ATTACHED PROJECT DESCRIPTION</b> <b>change use (authorize last use)</b>			
Contractor's Name, Address & Telephone <b>362 Bennett Rd 926-3358</b> Rec'd By <b>George Dewey Rice Pres. New Gloucester, 759-9804 ME 04260</b>			
Current Use: <b>CLOSED Vacant</b>		Proposed Use: <b>AUTO REPAIR + CAR SALES</b>	

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 your 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: <b>[Signature]</b> <b>PRASIDENT</b>	Date: <b>1/15/99</b>
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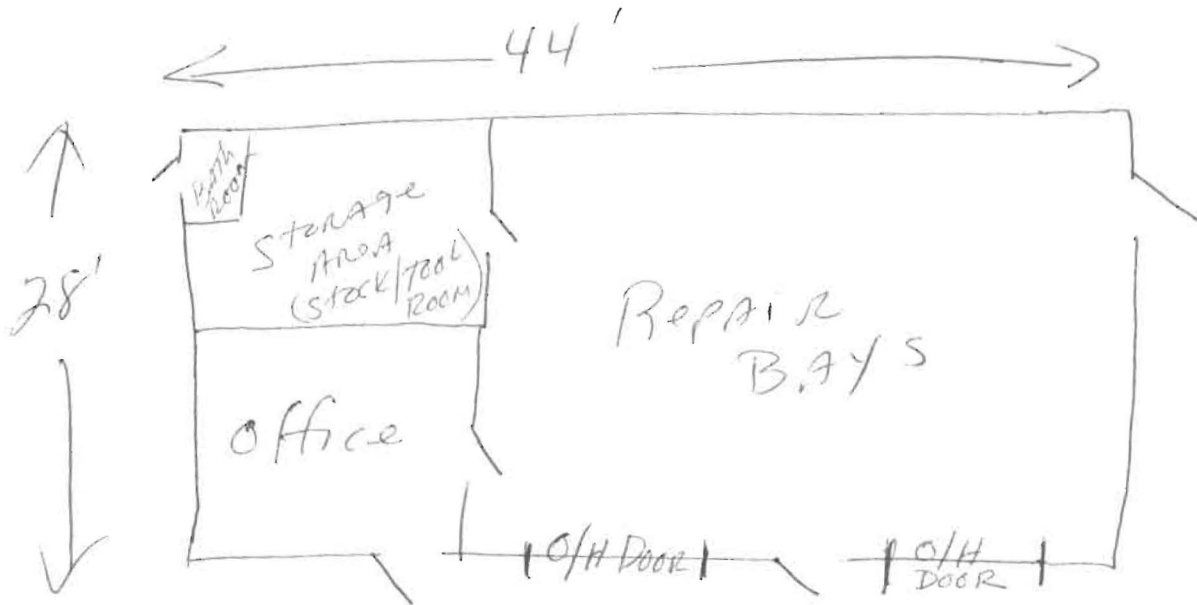
Building Permit Fee: \$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.

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



DEPARTMENT OF PLANNING AND  
URBAN DEVELOPMENT

SHERRY PINARD  
SECRETARY



C/B WALLS  
ON CONCRETE SLAB

ROOF

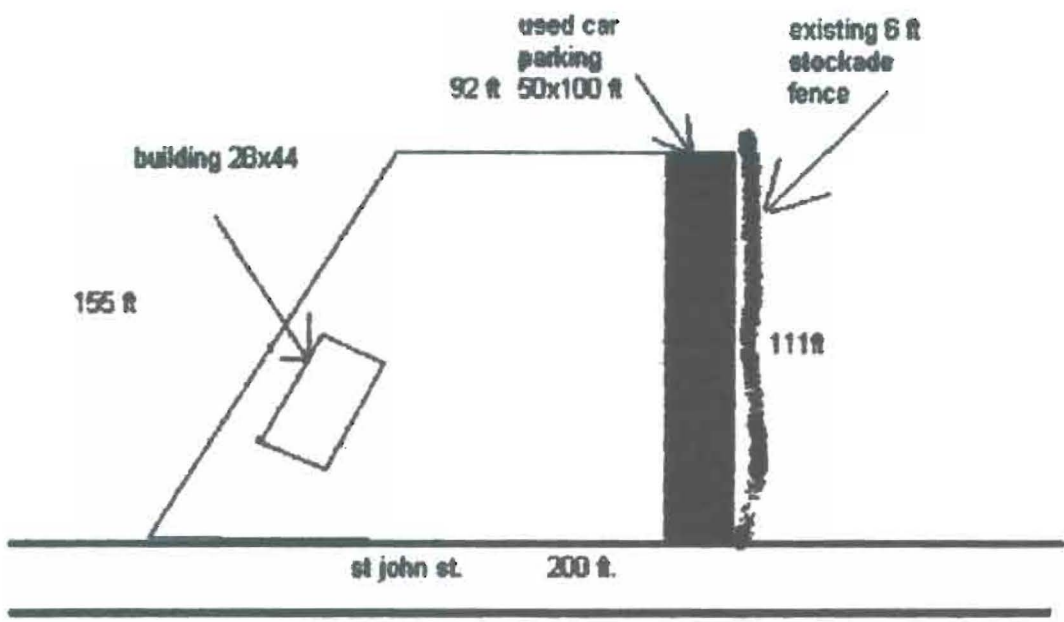
108 ST. JOHN ST.

(PREVIOUSLY A TEXACO  
GAS STA)

**RE: PROPOSED PROJECT DESCRIPTION.**

**EXCLUSIVELY TOYOTA CAR AND TRUCK REPAIRS TOGETHER WITH INCIDENTAL USED TOYOTA VEHICLE SALES. MY BUSINESS, WHICH I BEGAN IN 1991 HISTORICALLY CONSISTS OF 75% REPAIR WORK AND 25 % SALES AS MEASURED ON A GROSS REVENUE BASIS. AS THE SALES COMPONENT OF MY BUSINESS IS INCIDENTAL TO MY PRIMARY FOCUS OF REPAIR . I DO NOT ANTICIPATE THAT THERE WOULD BE MORE THAN 12 USED VEHICLES ON THIS LOT AT ANY ONE TIME. I FURTHER EXPECT TO BE LIMITED ON THE SALES SIDE OF MY BUSINESS BY THE NECESSITY OF HAVING TO PROVIDE A SUITABLE PARKING AREA FOR MY REPAIR WORK.**

*I DO NOT DO AUTO BODY WORK*



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This agreement is made and entered into this 30<sup>TH</sup> day of December 1998, by and among Dewey's Garage, Inc., a Maine Corporation having its principal place of business at 362 Bennet Road, New Gloucester, Maine 04260 or its assigns ("Buyer") and Donald C. Moody, R.R. #4 Box 235, Gorham, Maine 04038 (the "Seller") owning certain property, located at 108 St. John Street in Portland, County of Cumberland, State of Maine, as more particularly described on Exhibit A attached hereto (the "Land").

WITNESSETH AS FOLLOWS:

1. PREMISES. Seller agrees to sell and Buyer agrees to buy (a) the Land and improvement(s) thereon, together with any fixtures and other items of real property situated thereon (collectively referred to as the "Premises"), and (b) all items of personal property (the "Personal Property") used in the operation of the Premises as more particularly described in the attached Exhibit B.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises and Personal Property, the sum of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) (the "Purchase Price"). The Purchase Price is payable as follows:

(a) Initial Deposit. FIVE HUNDRED DOLLARS (\$500.00) as an initial deposit (the "Initial Deposit") at the time of the execution of this Agreement to be held in an ~~interest-bearing~~ <sup>escrow</sup> escrow account by Childs, Emerson, Rundlett, Fifield & Childs ("Escrow Agent"), which, together with accrued interest, shall be credited toward the Purchase Price at the Closing.

(b) ONE THOUSAND DOLLARS (\$1,000.00) as a secondary deposit (the "Secondary Deposit") upon the expiration of the Inspection



Period described below, to be held in an ~~interest-bearing~~<sup>DWC</sup> escrow account by the Escrow Agent, which together with accrued interest, shall be credited toward the Purchase Price at Closing.

(c) Cash at Closing. The balance of the Purchase Price after accounting for the foregoing subparagraphs (a) and (b) shall be paid by cash or certified check at the Closing.

3. TITLE. Seller shall convey the Premises in fee simple to Buyer at the Closing with good and marketable title free and clear of all liens and encumbrances except for permitted exceptions. Buyer shall notify Seller within thirty (30) days of the of the expiration of the Inspection Period of the existence of title defects, and, upon receipt of such notice, Seller shall take all reasonable steps to remedy all title defects. In the event that said defects cannot be corrected or remedied within the shortest practicable time period (not to exceed forty-five (45) days), then the Initial Deposit, and, to the extent applicable, the Secondary Deposit, together with accrued interest, shall be returned to Buyer and this Agreement and Seller's and Buyer's obligations hereunder will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist provided that a reasonable amount of funds (not to exceed \$5,000) shall be escrowed from the Purchase Price in order to clear any such defects. The Personal Property shall be conveyed by warranty bill of sale or appropriate assignments, as the case may be.

4. CLOSING. Subject to the satisfaction of the conditions set forth in Section 10A and 10B below, the Closing of this transaction shall take place sixty (60) days after the expiration of the Inspection Period, at a place Seller and Buyer shall mutually agree upon in writing. At the Closing, Seller shall execute and deliver to Buyer, against payment of the balance of the Purchase Price, (a) a Warranty Deed to the Premises containing full covenants and in the usual form according to Maine practice (the "Deed"); (b) warranty

bill of sale with respect to the Personal Property, and (c) any and all other documents or agreements which may be necessary to convey title to the Premises and Personal Property and all appurtenances related thereto. In the event a closing cannot be scheduled on or before the time period specified above due to circumstances beyond the direct control of either Buyer or Seller, Buyer may extend this Agreement for thirty (30) days upon written notification from Buyer and deliverance of same to Seller in accordance with Section 12 hereof, no later than five (5) business days prior to the expiration of the time period specified above.

5. INSPECTION. For the period commencing on the date of this Agreement and expiring sixty (60) days later (the "Inspection Period"), Buyer, its agents and representatives may enter into any part of the Premises at all reasonable times in order to inspect the Premises and Personal Property, conduct surveys, hazardous waste, structural and soils engineering studies, assessments, evaluations, appraisals and reports and to do such things as are reasonably necessary with respect to Buyer's purchase and intended use of the Premises (including, without limitation Buyer's obtaining approval from the City of Portland, Maine as specified in Section 10A(e) below) and Seller agrees to cooperate reasonably with Buyer in connection with the foregoing. In the event that the inspection, or if Buyer obtains any reports or other documents that reveal defects or conditions in or on the Premises or the Personal Property, which are unacceptable to Buyer in its sole discretion, Seller shall, at its option, take reasonable steps to correct such defects or Buyer (whether or not Seller takes any such corrective steps) may, prior to the expiration of the Inspection Period, terminate this Agreement and receive back the Initial Deposit, together with accrued interest, and neither party shall be under any further obligation hereunder.

6. POSSESSION OF THE PREMISES. At Closing the Premises shall be delivered to the Buyer free and clear of all leases, tenancies or occupancies by any person or entity.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer, with respect to the Premises and Seller's ownership thereof, that the following are true as of the date of this Agreement and will be true as of the Closing:

a. Seller has all power and authority necessary to enter into this Agreement and carry out the transactions contemplated hereby.

b. To the best of Seller's knowledge and belief, the Premises and the use thereof are in full compliance with applicable building codes, zoning, environmental and land use laws and all other applicable laws, ordinances and regulations.

c. There are no outstanding pending or, to the best of Seller's knowledge and belief, threatened liens, claims, rights of first refusal (statutory or contractual), licenses or encumbrances against or affecting the Premises.

d. All outstanding bills and/or accounts payable, including, without limitation, real estate taxes, concerning the Premises are either paid or will be paid prior to or at the time of Closing.

e. To the best of Seller's knowledge and belief, there are no outstanding claims, losses or demands against the Seller by any tenant or any other person respecting Seller's ownership, use or occupancy of the Premises.

f. To the best of Seller's knowledge and belief, there are no hazardous, toxic or dangerous substances, materials, chemicals or wastes of any kind or nature including, without limitation, asbestos or lead paint, in or under the Premises in any state or quantities



which would violate or require reporting, licensing or other remedial or responsive actions under any municipal, state or federal law or regulation or that otherwise might pose a potential or actual threat or health risk to any persons employed in, occupying or using the Premises or generally to the public health, safety and welfare or the environment. There are no underground or other fuel tanks or tanks used in the storage of any waste oil or other toxic substance located on the Premises.

g. Seller has no knowledge of any boundary disputes regarding the Premises.

h. By executing this Agreement and consummating the transactions contemplated herein and upon receipt of the necessary approvals, Seller shall not violate or be in default under any contract or agreement or statute, rule, regulation or ordinance which the Seller or any part of any of the Premises is subject nor shall any of the Premises be subject to any penalty, loss, demand, claim or any other liability.

The foregoing representations and warranties shall survive the Closing.

8. RISK OF LOSS. Until Closing all risk of loss on the Premises shall be borne by the Seller. Seller represents and covenants that there is all-risk coverage insurance on the Premises and that such insurance is and will remain in full force and effect through the date of Closing. In the event of a loss or damage to all or any of the Premises, Buyer shall be entitled to (a) terminate this Agreement and receive back the Initial Deposit and the Secondary Deposit, together with accrued interest, to the extent applicable, or (b) close (provided all other conditions of this Agreement are satisfied) and receive any and all insurance proceeds relating to such loss or damage.

9. DEFAULT AND REMEDIES. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, the Deposit, together with accrued interest, shall be promptly returned to Buyer, it being understood, however, that Buyer's acceptance thereof shall not constitute a waiver of Buyer's right to seek specific performance of this Agreement by Seller. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.

10A. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE AND BUYER'S COVENANT. The obligation of Buyer to close is subject to the satisfaction at or before the Closing of all of the following conditions:

a. All representations and warranties of Seller contained in this Agreement shall be true on and as of the Closing.

b. The Premises shall be in substantially the same condition at the time of Closing as they are on the date of this Agreement, normal wear and tear excepted. Specifically and without limitation of the foregoing, no crops, trees, lumber, shrubs, soil, minerals, gravel, rocks, asphalt or other material shall have been removed from the Premises between the time of the execution of this Agreement and the closing and there shall have been during said time no dumping, leaching, spilling or other depositing on, over or under the Premises, intentional or unintentional, of any chemical, waste, rubbish, garbage, fill, debris or other material of any kind.

c. Seller shall have delivered at the Closing the following: (i) the documents required in Section 4 above, (ii) standard title insurance affidavits relating to parties-in-possession and mechanic's liens coverage, and (iii) affidavits and certificates

relating to the status of the nationality of the Sellers under federal and state laws.

d. Seller shall have performed its obligations hereunder.

e. Buyer, on its own behalf, shall have received approval from the City of Portland, Maine for Buyer's intended use of the Premises as a automobile and truck repair facility together with incidental sales of used vehicles.

f. Buyer shall have received written notification from the State of Maine Department of Environmental Protection that the Premises is in compliance with applicable laws, rules and regulations relating to the environmental condition of the Premises.

g. Buyer agrees to use all reasonable effort to process diligently any and all applications and requests as may be necessary for it to consummate the transactions contemplated herein.

h. Any title defects shall have been cured or Buyer shall have elected to close notwithstanding such defects in accordance with Section 3 above.

In the event that any of the foregoing conditions are not satisfied prior to or at the Closing, Buyer shall have the option of closing this transaction notwithstanding the failure of a condition or of terminating this Agreement and receiving back the Initial and Secondary Deposits, together with accrued interest.

10B. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.

a. Buyer shall have performed its obligations hereunder.

11. ADJUSTMENTS, PRORATION AND CLOSING COSTS.

a. Real estate taxes and assessments shall be prorated as of the Closing on the basis of the latest available tax bill, provided, however, that such proration will take into account any funds held by Seller in any property escrow account which funds have been designated as tax escrow payments or the like and further provided that such funds can be used by Buyer for their intended purpose.

b. Water and sewer use charges shall be prorated as of the Closing on the basis of latest available utility bills. All electric and gas utilities will be read at Closing. To the extent that any of the Premises have fuel oil tanks, such tanks shall be measured as of the date of Closing and Buyer agrees to pay Seller for the amount of fuel oil in such tanks as of that time which cost is to be determined on the basis of the last available arms-length invoice or statement from the fuel supplier.

c. Real Estate transfer taxes shall be paid equally by Buyer and Seller in accordance with Maine law.

d. The recording fee for the Deed will be paid by the Buyer, and any fees or taxes relating to the discharge or transfer of mortgage obligation shall be paid by Seller.

12. MISCELLANEOUS. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to Buyer or Seller, as the case may be, as specified in the first paragraph of this Agreement.



Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. All representations and warranties made by Seller shall survive the Closing of this transaction. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. Buyer may assign this Agreement to any affiliate of Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include where appropriate the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

13. DEPOSIT; ESCROW AGENT.

a. The Deposit shall be held in escrow by the Escrow Agent, subject to the terms of this Agreement and shall be duly accounted for at the Closing.

b. The Escrow Agent shall be subject to the following terms and conditions and no others:

(i) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(ii) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact of law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(iii) The Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to the Escrow Agent by either Buyer or Seller and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(iv) In the event of any disagreement between Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

(v) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as Escrow Agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

14. BROKERAGE The Buyer and Seller agree that there is no broker involved in this transaction and that no brokerage fees shall be paid.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

WITNESS:

DEWEY'S GARAGE, INC.

Alison G. Lander

By: Joe Deary  
Its: President

WITNESS:

DONALD C. MOODY

Dana M. Childs

By: Donald C. Moody

The undersigned is  
executing this document  
solely in connection with  
is obligations hereunder as  
Escrow Agent.

Dana M. Childs,  
AS ESCROW AGENT



EXHIBIT A

A certain lot or parcel of land, together with the buildings and improvements thereon, situated in the City of Portland, in the County of Cumberland and State of Maine, and more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of the premises herein described, at a point in the westerly line of St. John Street, at land now or formerly of Mabel K. Gorman, said point now marked by a drill hole;

Thence the line runs north  $6^{\circ} 4'$  east by said St. John Street, two hundred (200) feet, to a point at other land now or formerly of Farris Distributors, Inc., said point now marked by an iron;

Thence north  $83^{\circ} 56'$  west, forming an interior angle of ninety degrees ( $90^{\circ}$ ) with the line last mentioned, by said other land now or formerly of said Farris Distributors, Inc., one hundred eleven and forty-four hundredths (111.44) feet to an iron at land now or formerly of Portland Terminal Co.;

Thence south  $6^{\circ} 30'$  west, forming an interior angle of ninety degrees and twenty-six minutes ( $90^{\circ} 26'$ ) with the line last mentioned, by said land now or formerly of Portland Terminal Co., ninety-two and thirty-four hundredths (92.34) feet to an iron at land now or formerly of Mabel K. Gorman;

Thence south  $40^{\circ} 6'$  east, forming an interior angle of one hundred thirty-three degrees and twenty-four minutes ( $133^{\circ} 24'$ ) with the line last mentioned, by land now or formerly of Mabel K. Gorman, one hundred fifty-five and sixty-five hundredths (155.45) feet to the point of beginning, and forming an interior angle of forty-six degrees and ten minutes ( $46^{\circ} 10'$ ) with the line first above mentioned.

Together with all the right, title and interest of the Grantor in and to all land lying in all streets, highways, rights of way and gores abutting on or appurtenant to said premises.

Subject to all covenants, conditions, restrictions, easements, provisions, exceptions, and reservations, if any, contained in former instruments of records.



EXHIBIT B

PERSONAL PROPERTY

(TO BE SUPPLIED AT A LATER DATE)

# THE BERLIN CITY DEALERSHIPS

## MAINE MALL MOTORS

WHOLESALE PARTS DIVISION

### ONE CALL DOES IT ALL!

## 1-800-640-6685

Fax Orders Please Dial 800#

VIN: PRO DATE: PO #

28X44 Building  
Concrete Block AND Steel  
ROOF IS 3X12 wood 12" ON CENTER  
ASPHALT + RUBBER MEMBRANE  
3 EXIT DOORS  
1/ OUTSIDE DOOR TO BATHROOM  
oil FIRED FORCED HOT AIR FURNACE

BUILT 1956  
WAS USED FOR RETAIL, HEATING OIL, GASOLINE, KEROSENE  
USED CAR SALES, AUTO MOTIVE REPAIR

NOTE - All GASOLINE, HEATING OIL, WASTE OIL - ALL  
UNDER GROUND TANKS HAVE BEEN REMOVED AS WELL AS  
GAS PUMPS, REMOVED 5/21/1998 - AND D.E.P.  
INSPECTED

HONDA

NISSAN

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SUPPORT TO AFTERMARKET REPAIR

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## CONCLUSIONS

Based on the foregoing facts, the Board of Appeals concludes that Dewey's Garage, Inc. may engage in used car sales as an activity ancillary and accessory to the permitted principal use of automobile repairs, provided the automobile sales are conducted in accordance with the following conditions.

## CONDITIONS OF APPROVAL

1. No more than eight automobiles ready for sale shall be displayed, parked or stored on the property at any one time.
2. All automobiles offered for sale shall be parked along the fence on the right-hand side of the property (viewed from St. John Street), at right angles to the fence. Automobiles offered for sale shall not be lined up along St. John Street.
3. There shall be no advertising signage on the cars offered for sale (except that a "Dewey's Garage" license plate may be affixed to the front of the vehicle).
4. There shall be no streamers, pennants, banners, flags, strings of lights or other attention-attracting devices which would tend to give the appearance of a used car lot, as distinguished from a repair shop.

3/4/99



## BUILDING PERMIT REPORT

DATE: MARCH 8, 1999 ADDRESS: 108 ST. JOHN ST. CBL# 68-D-010  
REASON FOR PERMIT: Change of USE (Re-authorize last USE) Auto repair for Sa  
BUILDING OWNER: Ronald Moody  
CONTRACTOR: George Dewey Rice Pres.  
PERMIT APPLICANT: ↑  
USE GROUP B BOCA 1996 CONSTRUCTION TYPE 2 B

### CONDITION(S) OF APPROVAL

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

Approved with the following conditions: \*1, \*28, \*30, \*31, \*32, \*33

- X 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 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
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

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 closer's. (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 basementsIn 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. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
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. *Conditions must be met.*
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. *State and local licenses must be obtained before opening.*
- \*32. *Any signage will require permits.*
- \*33. *Permits required from the Portland Fire Dept. (874-8400)  
This permit is being issued with the understanding that no physical structural work is being done to building.*

D. Samuel Hoffses, Building Inspector

cc: Lt. McDougall, PFD

Marge Schmuckal, Zoning Administrator





CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 108 St. John Street CBL#068-D-010

Issued to George Dewey Rice

Date of Issue June 3, 1999

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 990182, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Entire

Car Repair/Car Sales

Limiting Conditions: Per ZBA conditions of approval. 1) No more than 8 auto's ready for sale shall be displayed, parked or stored on the property at any one time. 2) All auto's offered for sale shall be parked along the fence on the right-hand side of the property, at right angles to the fence. Auto's offered for sale shall not be lined up along St. John Street. 3) There shall be no advertising signage on the cars offered for sale (except that a "Dewey's Garage" license plate may be affixed to the front of the vehicle.) 4) There shall be no streamers, pennants, banners, flags, strings of lights or other attention-attracting devices which would tend to give the appearance of a used car lot, as distinguished from a repair shop.

This certificate supersedes certificate issued

Approved:

6-3-99

(Date)

Inspector

Handwritten initials: GDR

Handwritten signature of Inspector

Handwritten signature of Inspector of Buildings

Inspector of Buildings

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