

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

Location of Construction: 782-788 Forest Ave		Owner: Fred Huber		Phone: *** 874-2674 or 772-9985***		Permit No: 991274	
Owner Address: 1000 Washington Ave 08103		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: TBD		Address:		Phone:		Permit Issued: NOV 18 1999 CITY OF PORTLAND	
Past Use: Garage		Proposed Use: Retail		COST OF WORK: \$ 0		PERMIT FEE: \$ 30.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type: Signature: Date:	
Proposed Project Description: Change of use to Domino Pizza 50% and offices or retail other 50% will be in building permits when permit for construction is applied for.				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	
Permit Taken By: K/NM		Date Applied For: Oct 29 1999 K					

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..

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

Oct 29 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

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

PERMIT ISSUED WITH REQUIREMENTS

CEO DISTRICT 3

COMMENTS

Another Permit issued
for change of use

Inspection Record

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

BUILDING PERMIT REPORT

DATE: 30 OCT. 99 ADDRESS: 782-788 Forest Ave. CBL: 137-F-pp1

REASON FOR PERMIT: Change of use From Storage To Mercantile

BUILDING OWNER: Fred Huber NO work is authorize under this permit.

PERMIT APPLICANT: _____ (CONTRACTOR) TBD

USE GROUP: M/B CONSTRUCTION TYPE: _____ CONSTRUCTION COST: ? PERMIT FEES: \$30.00

The City's Adopted Building Code (The BOCA National Building code/1996 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, *36 #31

- 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.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. 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.
12. Headroom in habitable space is a minimum of 6'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
17. 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.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/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

20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)

21. The Fire Alarm System shall maintained to NFPA #72 Standard.

22. The Sprinkler System shall maintained to NFPA #13 Standard.

23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)

24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".

25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.

26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).

27. 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.

28. All requirements must be met before a final Certificate of Occupancy is issued.

29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).

30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)

31. Please read and implement the attached Land Use Zoning report requirements. *see Attached*

32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.

33. Bridging shall comply with Section 2305.16.

34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2405.0)

35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1996).

36. *This permit is for change of use only NO WORK IS AUTHORIZED under this permit. SEPARATE permit required for interior work,*

P. Samuel Hoffses, Building Inspector

Cc: Lt. McDougall, PFD

Marge Schmuckal, Zoning Administrator

PSH 10/25/99

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

LAND USE - ZONING REPORT

ADDRESS: 782-788 Forest Avenue

DATE: November 17, 1999

REASON FOR PERMIT: Change of use from car sales/garage to retail/offices

BUILDING OWNER: Ebb Tide Properties

C-B-L: 137-F-001

PERMIT APPLICANT: Potential buyer - Fred & Jennifer Huber

APPROVED WITH CONDITIONS: See following

CONDITIONS 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. Sec. 14-339 of the parking requirements states that where vehicles are to be parked within 10 feet of any street line, a continuous curb guard at least 6 inches in height shall be permanently anchored. (see attached) And where such off-street parking abuts a residence zone, a fence not less than 48 inches in height shall be provided and maintained between such off-street parking and that part of the lot line involved. (see attached).
3. The external effects requirements for the B-2 zone states that a reading of no more than 55 decibels measured at the lot boundary lines shall be detected between the hours of 9:00 pm and 7:00 am.
4. Glare from lighting shall not be emitted to an obnoxious or dangerous degree beyond lot boundaries.
5. New signage requires a separate permit approval.

Very Truly Yours,



Marge Schmuckal
Zoning Administrator

Sec. 14-339. When located adjacent to a street or a residential use.

Where off-street parking for more than six (6) vehicles is required or provided on a lot in any business zone, the following requirements shall be met:

- (1) Where vehicles are to be or may be parked within ten (10) feet of any street line, a continuous curb guard, rectangular in cross-section, at least six (6) inches in height

LAND USE

§ 14-342

and permanently anchored, shall be provided and maintained at least five (5) feet from the street line between such off-street parking and that part of the street line involved; or a continuous bumper guard of adequate strength, the top of which shall be at least twenty (20) inches in height, shall be provided and maintained between such off-street parking and that part of the street line involved so that bumpers of vehicles cannot project beyond its face toward the street line involved either above or below the impact surface.

- (2) Where such off-street parking shall abut a lot in a residence zone or a lot in residential use, a chain link, picket or sapling fence, not less than forty-eight (48) inches in height, shall be provided and maintained between such off-street parking and that part of the lot line involved.

(Code 1968, § 602.14.1)

Sec. 14-340. Construction requirements when more than six vehicles parked.

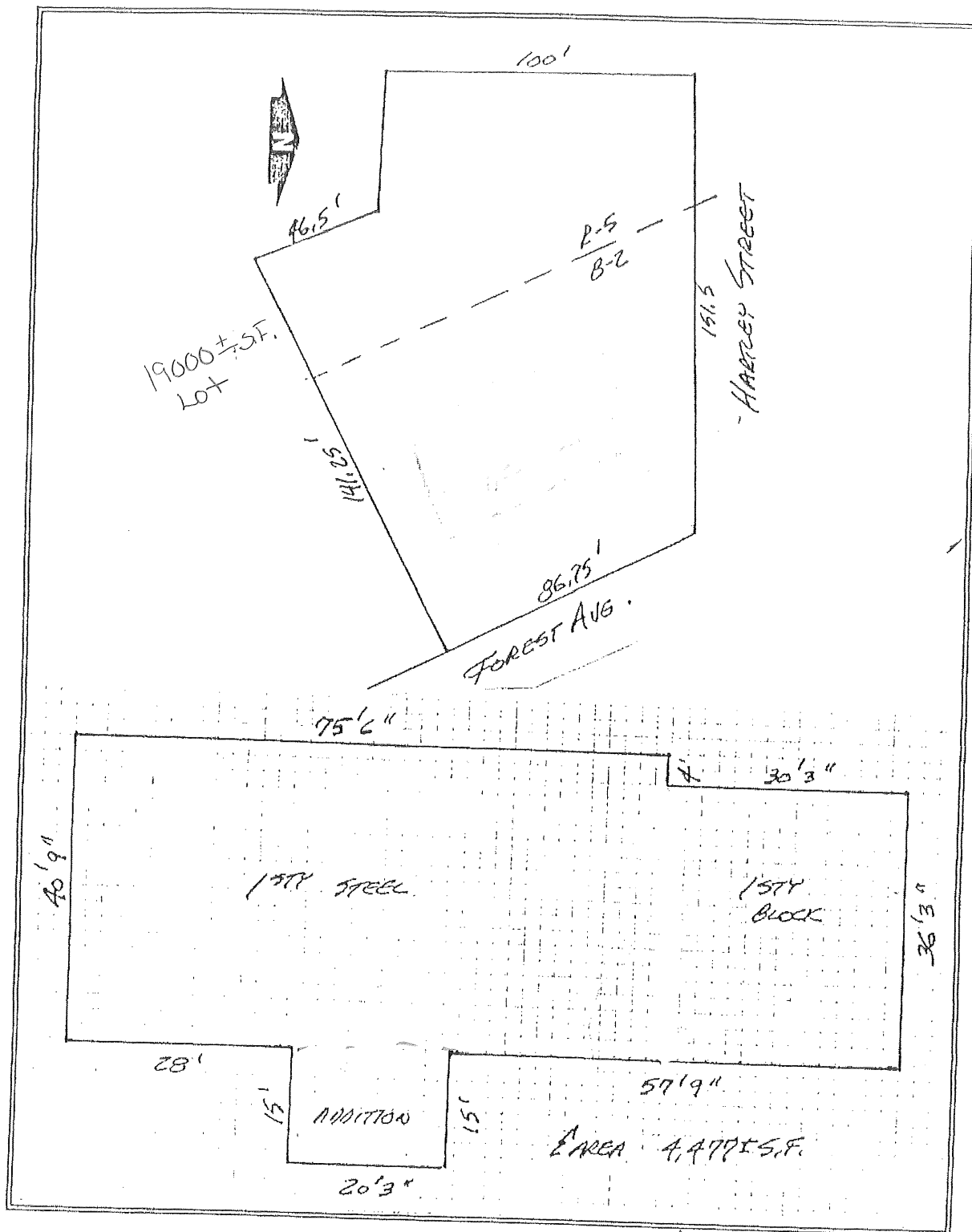
Where off-street parking for more than six (6) vehicles is required or provided, the following construction requirements shall apply:

- (1) Appropriate driveways from streets or alleys, as well as maneuvering areas, shall be provided. Location and width of approaches over public sidewalks shall be approved by the traffic engineer.
- (2) The surface of driveways, maneuvering areas and parking areas shall be uniformly graded with a subgrade consisting of gravel or equivalent materials at least six (6) inches in depth, well compacted, and with a wearing surface equivalent in quantities of compaction and durability to fine gravel.
- (3) A system of surface drainage shall be provided in such a way that the waste run-off shall not run over or across any public sidewalk or street.
- (4) Where artificial lighting is provided, it shall be shaded or screened so that no light source shall be visible from outside the area and its access driveways.

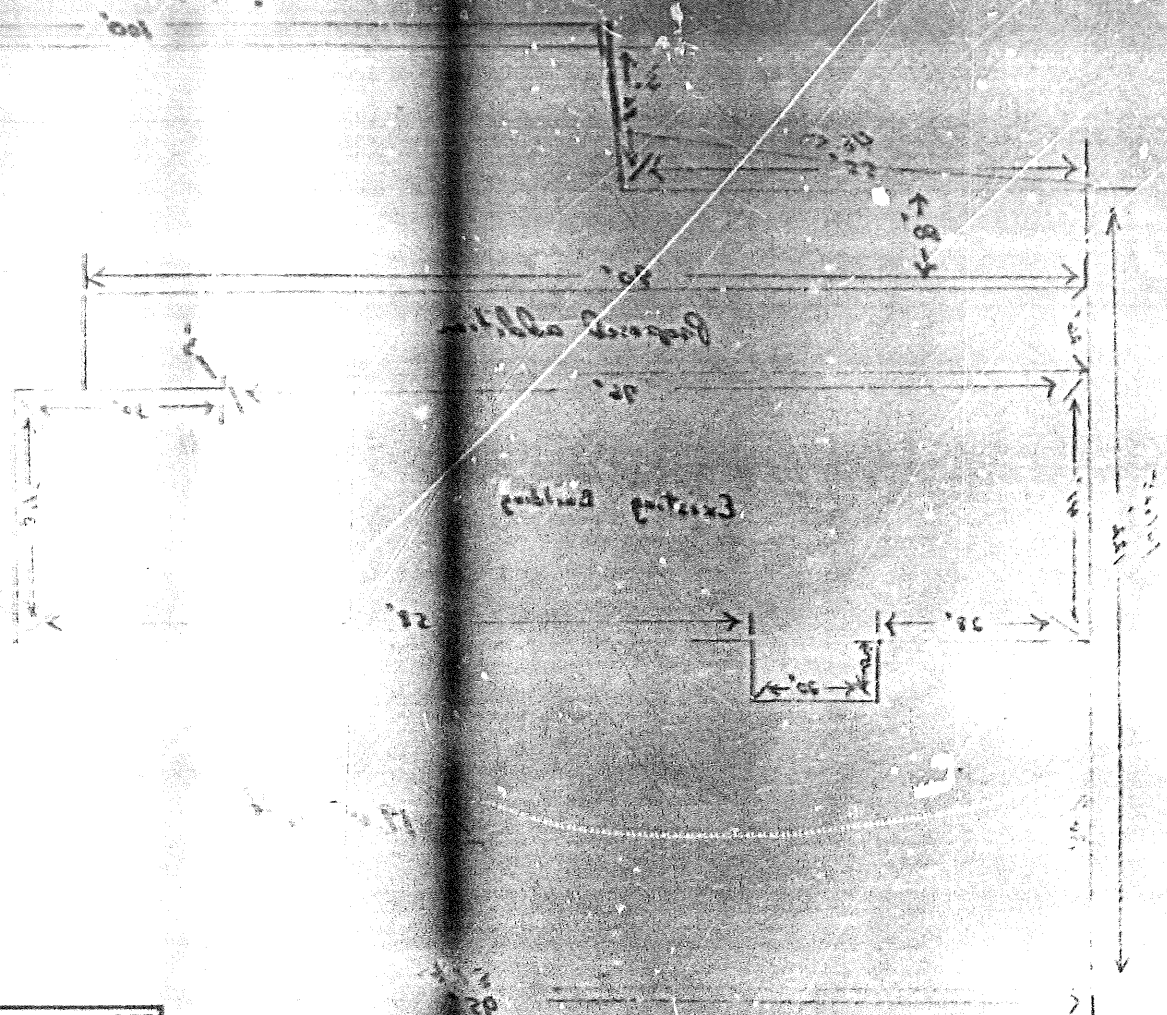
(Code 1968, § 602.14.J; Ord. No. 96-88, § 1, 7-19-88)

Editor's note—Ord. No. 96-88, § 1, adopted July 19, 1988, amended subsection (1) of this section to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 96-88.

SITE SKETCH AND BUILDING OUTLINE



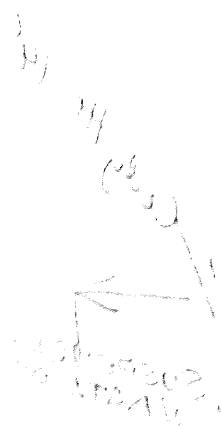
$$\begin{aligned}
 15 \times 20 &= 300 \\
 40.75 \times 75.5 &= 3076.625 \\
 36.25 \times 30.25 &= 1096.5625 \\
 \hline
 &4,473.1875 \text{ #}
 \end{aligned}$$



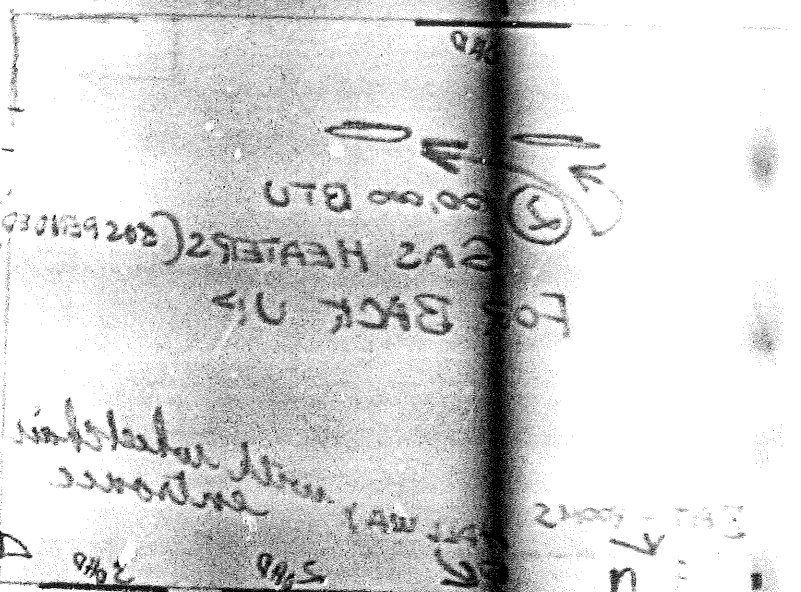
A Bag (reads)
 Office on upper floor

DATE	1/1/70
APPROVED BY	
PROJECT NAME	Redwood Manor
PROJECT NO.	22-228 Forest Dr
OWNER	Calvin Moore Trust

778 FOREST AVE
CLARENCE MOORE 777-4212



300 sq ft
workshop
look
upstairs
for
garage



with kitchen
entrance

10' X 10' OVERHANG

1 IN. WOOD
4 IN. FRONT

ALL DOORS OPEN OUT

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of the "Effective Date" (as defined below), is by and among **EBB TIDE PROPERTIES, INC.** ("Seller") and **FRED** and **JENNIFER HUBER** ("Purchaser"). The Effective Date is the date on which the last signature of the parties to this Agreement is obtained.

1. Purchase and Sale.

Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase and pay for the following described property (the "Premises");

(a) That certain real estate situated at 782-788 Forest Avenue, Portland, Maine, as more particularly described on Exhibit A attached hereto (the "Real Property"); and

(b) All buildings, structures, improvements and fixtures on the Real Property or attached thereto and all rights, privileges, easements and appurtenance thereto, including without limitation, of Seller's right, title and interest in and to all air rights, water rights and any easements, rights-of-way or other interest in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining said parcel, *but excluding* all automotive related fixtures and personal property on the Real Property, including, without limitation, lifts, shelving, hoists, new oil tanks, tools, testing equipment, parts trailer and inventory; provided, however, that prior to the Closing Date (as defined below), Seller shall repair any damage to the Real Property or improvements thereon caused by the removal of such fixtures and personal property.

2. Purchase Price.

The purchase price for the Premises, subject to adjustment and credits as provided herein, is FOUR HUNDRED THOUSAND and NO/100 DOLLARS (\$400,000.00) and shall be payable as follows:

(a) \$25,000 in the form of Purchaser's check (the "Deposit") shall be paid to Malone Commercial Brokers ("Escrow Agent"), which sum shall be held by Broker in accordance with the provisions hereof and shall be applied against the purchase price; and

(b) The balance of the purchase price, subject to adjustment and credit as provided herein, shall be paid by Purchaser at the closing of title pursuant to Section 10 (the "Closing") by bank or certified check.

(c) Escrow Agent shall promptly place the Deposit in an interest-bearing account. All interest accruing on the Deposit shall be paid to Purchaser, except as otherwise provided herein.

3. Adjustments and Costs.

(a) Real estate taxes, utility charges paid beyond the date of closing (the "Closing Date") and other charges and assessments affecting the Real Property, shall be apportioned between Seller and Purchaser as of the Closing Date. If the amount of real estate taxes has not been determined at the Closing Date, real estate taxes shall be apportioned at the closing on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

(b) Seller and Purchaser shall each pay their respective real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A. Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section 3 or not otherwise provided for herein.

(c) Unless Seller delivers to Purchase Maine Bureau of Taxation Form REW-3, Affidavit of Residency for the Seller, Purchase shall withhold a portion of the purchase price in accordance with 36 M.R.S.A. § 5250-A.

4. Title.

(a) Seller shall convey the Premises to Purchaser by Warranty Deed. Title to the Premises shall be good and marketable subject to such taxes for the current tax year as are not due and payable as of the Closing Date, and to any Defects of Title accepted by Purchaser pursuant to Section 4(c). Seller may use the sale proceeds to clear any defects of title which can be cured by payment of a monetary sum.

(b) The Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless the following conditions are satisfied:

(i) all structures and improvements on the Real Property shall be wholly within the lot lines of the Real Property and shall not encroach upon or under any property not within such lot lines;

(ii) no building, structure, improvement or property of any kind encroaches on to the Real Property; and

(iii) title to the Premises is insurable, for the benefit of Purchaser, at customary rates, in the ALTA form currently in use, subject only to those Defects of Title accepted by Purchaser; and

(iv) all leases of any buildings or other portions of the Premises have been terminated and the Premises are free of any tenants or claims of any third parties, except

as otherwise provided herein.

(c) Purchaser will notify Seller in writing within sixty (60) days of the Effective Date of any defects in title that would make Seller unable to give title to the Premises as stipulated herein (referred to as "Defects of Title") or of any other matter existing as of the date of this Agreement that would cause the Premises not to conform with the provisions hereof. If Purchaser does not give Seller written notice of any Defect of Title or nonconformity within sixty (60) days of the Effective Date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4 and Section 8 hereunder and to have accepted any Defects of Title or nonconformity which is not then cured or remedied. If Purchaser gives Seller written notice of any Defect of Title or nonconformity of the Premises on or prior to sixty (60) days of the Effective Date, Seller shall at Seller's sole option, exercised by written notice to Purchaser within five (5) days of Seller's receipt of Purchaser's notice, have sixty days after receipt of Purchaser's notice of such defect within which to remedy or cure any such Defect of Title or nonconformity, and the Closing shall be extended accordingly, if necessary. If Seller does not exercise its option to remedy or cure such defect, or exercises its option but does not within such time period remedy or cure such defect, then unless Purchaser notifies Seller in writing within five (5) days of the expiration of Seller's time to elect to cure or Seller's extended time to cure, as applicable, that Purchaser will accept title to the Premises subject to the uncured Defect of Title or nonconformity, this Agreement shall terminate and the deposit shall be returned to Purchaser, and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement.

5. Representations and Warranties of Seller.

(a) Seller represents and warrants to Purchase that the following are true as of the date of this Agreement and will be true as of the Closing:

(i) Seller is a corporation, duly organized and validly existing under the laws of the State of Maine. The execution and delivery of this Agreement by the undersigned on behalf of Seller has been duly and validly authorized and all necessary action has been taken to make this Agreement valid and binding on Seller.

(ii) The consummation of the transactions contemplated by this Agreement will not violate any provisions of the governing documents of seller or constitute a default or result in a breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transaction.

(iii) Seller has no actual knowledge of the existence of any material violations of laws or regulations affecting the Premises. Seller has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation.

(iv) There is no action, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of Seller, any basis therefor) against Seller or affecting any portion of the Premises in any court or before any arbitrator of any kind or before any governmental body that may materially or adversely affect the transactions contemplated by this Agreement or which may affect any portion of the Real Property.

(v) Seller has not received any written notice from any insurance company terminating or threatening to terminate the policy of hazard or public liability insurance, or increasing or threatening to increase the premiums therefor, as a result of defects or inadequacies in the Premises.

(vi) Seller has not knowingly released or disposed of any "Hazardous Substance" (as defined below) on, in or from the Premises other than in accordance with law, and Seller is, to the best of its knowledge, not aware of the release or disposal of any material amount of Hazardous Substance on, in or from the Premises by anyone else other than in accordance with law. The term "Hazardous Substance" as used herein means any material, the generation, storage, handling, release, transportation or disposal of which is regulated by any federal, state or local law or regulation. Seller represents and Purchaser acknowledges that the Premises are and have for many years been used for automobile sales, service and repair, and in the course of such business, occasional automotive-related substances and wastes may have been inadvertently released onto the Premises in small quantities.

(b) If Purchaser discovers prior to or at the Closing that any representation or warranty of Seller is materially untrue or incorrect, the Purchaser may elect to waive any such misrepresentation and proceed with Closing or terminate this Agreement and recover the Deposit.

6. Inspections and Access to the Premises.

Purchaser may enter on the Real Property at reasonable times and with reasonable notice (at least 24 hours unless otherwise agreed) prior to the expiration of the Due Diligence Period in order to inspect the same, conduct surveys and engineering studies, percolation tests, environmental assessments and do such other things as are reasonably necessary with respect to its acquisition and inspection of the Premises. Purchaser shall restore the Real Property to the condition it was prior to its entry for any aforesaid purpose. Purchaser agrees to and does indemnify, defend, and hold harmless Seller against any injuries, property damage, mechanics liens, and any other claim that may arise from its agents', employees' or contractor's activities at the Premises.

7. Covenants and Agreements of Seller

Seller covenants and agrees with Purchaser as follows:

(a) Between the date of this Agreement and the Closing Date, Seller shall not dispose of any interest in the Premises; shall not mortgage, pledge or subject to lien and other encumbrances any interest in the Premises and shall not enter into any other agreement relating to the premises that would affect the sale or survive the Closing or enter into any new leases or use arrangements affecting the Premises, or any portion thereof, and shall keep the Real Property insured for full replacement value and shall maintain, preserve and keep all improvements on the Real Property and all fixtures in good condition and state of repair, reasonable wear and tear accepted.

(b) Between the date of this Agreement and the Closing Date. Seller shall not take any action or fail to take any action that would cause any Defects of Title, cause the Property not to conform with the provisions of this agreement, would cause any Seller's representations or warranties hereunder to be untrue or incorrect or would otherwise cause Seller to be unable to perform its obligations under this Agreement.

(c) On or before the date that is seven (7) days after the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of all the following, to the extent the same are in Seller's possession and readily available, as-built surveys, plans and specifications for improvement on the real Property, all existing soil and environmental reports, and copies of any title commitments or polices with respect to the Premises.

8. Due Diligence Period.

Purchaser shall have a period of time beginning upon the Effective Date of this Agreement and ending at 5:00 p.m. on the date that is sixty (60) days thereafter (the "Due Diligence Period") to obtain surveys, engineering reports, percolation tests, environmental assessments, commitment letters and other evidence to determine (i) that the Premises contains or is serviced by adequate water supplies; (ii) that adequate utilities are available at the site; (iii) that the Premises are suitable for retail sales of pizza and other food products; (iv) that there exists adequate access to and egress from the Premises; (v) that the Premises are sufficiently free from any Hazardous Substances and do not otherwise pose a risk of environmental contamination or liability; (vi) that the underground oil recovery system can be removed, dismantled or otherwise disengaged for a price acceptable to Purchaser; (vii) that Purchaser shall have obtained commitments satisfactory to Purchaser for commercial bank financing of the purchase of the Premises; (viii) that the Purchaser has received sufficient information and assurances that necessary permits and approvals can be obtained for Purchaser's intended use of a portion of the Premises for the retail sale of pizza; and (ix) that Domino's Pizza, Inc. has approved or will approve Purchaser's lease of a portion of the Premises to a third party. Purchaser shall use its best efforts to obtain satisfaction for the above referenced matters. If Purchaser, in its sole and absolute discretion, is not satisfied with any of the above referenced matters, then Purchaser may elect, by giving written notice to the Seller on or before the end of the Due Diligence Period, to terminate this Agreement. If Purchaser timely gives written notice of such termination, then the Deposit shall be returned to Purchaser and all reports and

information concerning the Premises obtained by Purchaser shall be given to Seller without charge to Seller, and upon return of the Deposit and the delivery of the reports and information, all obligations of the parties hereunder shall cease and neither party shall have any claims against the other by reason of this Agreement. If Purchaser fails to give such written notice of termination on or before the end of the Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate this agreement pursuant to this Section 8(a) and Section 4 above and to have accepted any aforesaid matters, and the Deposit shall become non-refundable and shall then be released by the Escrow Agent to Seller.

Within the time periods following the Effective Date of this Agreement stated below, Purchaser will take the actions indicated, and no later than one week after taking each such action, Purchaser will provide Seller written evidence that the action was taken:

One (1) week: Contracted for Hazardous Substance assessment of the Premises;

One (1) week: Applied for approval from Domino's Pizza, Inc. for Purchaser's use of a portion of the Premises as a Domino's Pizza facility and Purchaser's lease of the rest of the Premises to a third party.

Two (2) weeks: Applied for Portland Planning Board and any other necessary municipal approvals and permits.

Two (2) weeks: Contracted for site assessments for access, removal of oil recovery system, adequate utilities and water supplies.

Two (2) weeks: Applied for all needed financial commitments.

If Purchaser does not timely provide Seller such written evidence, Seller may elect, by giving written notice to Purchaser on or before seven (7) days before Closing, to terminate this Agreement. If Seller timely gives written notice of such termination, then the Deposit shall be returned to Purchaser and all reports and information concerning the Premises obtained by Purchaser shall be delivered by Purchaser to Seller without cost to Seller, and upon the return of the Deposit and the delivery of reports and information, all obligations of the parties hereunder shall cease and neither party shall have any claims against the other by reason of this Agreement.

9. Conditions to Purchaser's Obligations.

(a) Purchaser's obligation under this Agreement are subject to satisfaction of the following conditions:

(i) All representations and warranties of Seller contained in this Agreement shall be true as of the Closing.

(ii) The Real Property shall be in the same condition at the time of Closing as of the date of this Agreement, normal wear and tear and any condition caused by Purchaser excepted.

(b) If either of the foregoing conditions is not satisfied, Purchaser may elect to (i) waive such satisfaction and proceed with the Closing or (ii) to terminate this Agreement whereupon the Deposit and accrued interest thereon shall be promptly returned to Purchaser, and

the parties hereto shall be relieved of any further liability or obligation hereunder.

10. Closing.

(a) Closing shall take place at 10:00 a.m. Portland, Maine time at the offices of Pierce Atwood, One Monument Square, Portland, Maine 04101, on the tenth (10th) business day following expiration of the Due Diligence Period or at such later date as determined pursuant to Section 4(c) or on such earlier date as the parties hereafter agree.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) Seller shall execute, have acknowledged and deliver to Purchaser, a Warranty Deed conveying title to the Premises to Purchaser, such a deed to be subject only to matters described in Section 4(a) and any Defects of Title and nonconformities accepted by Purchaser pursuant to Section 4(c) and Section 8.

(ii) Seller shall deliver executed affidavits and indemnifications, in form and substance reasonably satisfactory to Purchaser, regarding mechanics and materialmen's liens and parties in possession sufficient to eliminate any title insurance exception for these matters;

(iii) Each party shall deliver to the other such documents, certificates and the like as may be required herein or as may be agreed by counsel for the parties as necessary to carry out its obligations under this Agreement;

(iv) Seller shall deliver to Purchaser possession of the Real Property free and clear of any tenancies or persons in possession. Purchaser shall be entitled to full enjoyment of the Premises on the Closing Date subject only to matters set forth or referred to herein.

(v) Seller and Purchaser shall execute a settlement statement satisfactory to all parties itemizing the various payments and pro-rations contemplated hereby.

(vi) Purchaser shall deliver the balance of the purchase price to Seller by bank check.

11. Risk of Loss.

(a) All risk of loss to the premises prior to the Closing shall be on Seller. If between the date of this Agreement and the Closing any part of the premises is taken in condemnation or under the right of eminent domain, Purchaser shall have the right to terminate this Agreement and have the Deposit returned by giving written notice given to Seller on or before the Closing.

(b) If Purchaser does not elect to terminate this Agreement pursuant to Section 11(a), or if 10% in area or more of the Premises is damaged by fire or other casualty, Seller and Purchaser shall perform their respective obligations under this Agreement, and Seller shall (i) deliver to Purchaser at the Closing any insurance proceeds or condemnation awards received by Seller as a result of any occurrence specified in Section 11(a) in respect of or allocable to the Premises; and (ii) assign to Purchaser all of Seller's right, title, and interest in any to any insurance proceeds and condemnation allocable to the Premises which have not yet been received by Seller on that date; and (iii) refrain from accepting or agreeing upon the amount of any payment of any proceeds or awards without Purchaser's prior written consent, which shall not be unnecessarily withheld.

12. Broker.

Seller and Purchaser warrant and represent to each other that neither has employed or engaged any brokers or agent in connection with this transaction other than Malone Commercial Brokers. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from a breach of such party's representation contained in this Section. The provisions of this Section shall survive the Closing.

13. Seller's Remedies

If Purchaser defaults in performing its obligations hereunder prior to of at the Closing, and Seller has performed or tendered performance of its obligations hereunder, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. The parties acknowledge that Seller's damages because of Purchaser's default hereunder are difficult to ascertain and that the amount of the Deposit represents a reasonable estimate of Seller's damages.

14. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or given by first class mail addressed as follows:

If intended to Seller, to: Ebb Tide Properties, Inc.
Attn: Mark Cianchette
782-788 Forest Avenue
Portland, Maine 04103

If intended to Purchaser, to: Fred and Jennifer Huber
1000 Washington Avenue

Portland, Maine 04103

Any such notices shall be deemed effective upon receipt. Any party may change the address to which future notices shall be sent by notice given as above.

15. Miscellaneous.

(a) This Agreement shall be binding and shall inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

(b) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, heretofore between the parties hereto are merged in this Agreement, which alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This agreement may not be modified in any manner except by an instrument in writing signed by Seller and Purchaser.

(c) If Purchaser assigns its rights hereunder, no such assignment shall be binding on Seller until such a time as written notice of such assignment is given to Seller, which notice shall be signed by the assigner. Upon receipt of any such notice of assignment, Seller shall be entitled to rely thereon without further inquiry. Purchaser shall remain personally liable for its obligations under this Agreement after any assignment.

(d) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

(e) TIME IS OF THE ESSENCE HEREOF.

(f) The Exhibits attached are hereby incorporated herein by reference.

EBB TIDE PROPERTIES, INC.
(EIN: _____)

By: [Signature]
Name: IVAN R. CIANCHELLI
Title: PRESIDENT

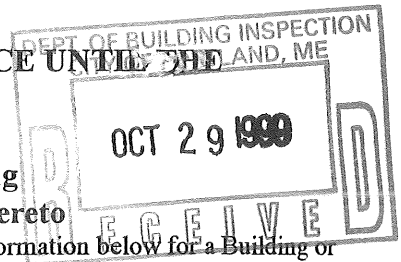
Dated: 10-13, 1999

[Signature]
Fred Huber (S.S. # 165-52-8373)

Dated: 10/12, 1999

[Signature]
Jennifer Huber (S.S. # 007668406)

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL 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): 782-788 FOREST AVE		
Total Square Footage of Proposed Structure 4477	Square Footage of Lot 19000	
Tax Assessor's Chart, Block & Lot Number Chart# 137 Block# F Lot# 1	Owner: In process - FRED + JENNIFER HUBER	Telephone#: 874-2674 772 9985
Owner's Address: 1000 WASHINGTON AVE PORTLAND ME. 04103	Lessee/Buyer's Name (If Applicable) FRED + JENNIFER HUBER	Cost Of Work: \$ TBD Fee \$ 30.00
Proposed Project Description: (Please be as specific as possible) CHANGE OF USE - CURRENT - GARAGE + CARSALES Lot. + SPLIT OCCUPANCY NEW USE - RETAIL i.e. DOMINOS PIZZA 50% + OFFICES OR RETAIL OTHER 50%		
Contractor's Name, Address & Telephone TBD		Rec'd By
Current Use: GARAGE	Proposed Use: RETAIL	

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 *n/a*
- 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 - *will follow when permit for construction is submitted. ISOB trained.*

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: 10/13/99
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

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

