

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 070949

Please Read Application And Notes, If Any, Attached

This is to certify that PIRONE PROPERTIES LIMITED LIABILITY COMPANY

has permission to Change of Ownership of 9 residential to condominiums

AT 401 BRIGHTON AVE

177 C004001

PERMIT ISSUED

AUG 22 2007

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is altered or closed-in. FOUR HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept.
Appeal Board
Other

Department Name

[Signature] 8/22/07
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

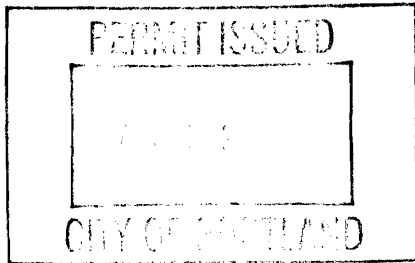
Permit No: 07-0949	Issue Date:	CBL: 177 C004001
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Location of Construction: 401 BRIGHTON AVE	Owner Name: PIRONE PROPERTIES LIMITED	Owner Address: 1 PARTRIDGE CIR	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Ownership - Condo Conversion	Zone: R-5

Past Use: 9 unit residential	Proposed Use: 9 unit condominium - Change of Ownership of 9 residential to 9 Condominiums <i>legal use 9 du. (per assessor's card)</i>	Permit Fee: \$2,025.00	Cost of Work: \$2,025.00	CEO District: 3
Proposed Project Description: Change of Ownership of 9 residential to 9 Condominiums		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See Conditions</i>	INSPECTION: Use Group: <i>R-2</i> Type: <i>SB</i> <i>IBC 2003</i>	
		Signature: <i>Greg Cross</i>		Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: Idobson	Date Applied For: 08/07/2007	Zoning Approval		
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..



Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>8/17/07 ABM</i>	Date: _____	Date: <i>ABM</i>

CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 07-0949	Date Applied For: 08/07/2007	CBL: 177 C004001
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Location of Construction: 401 BRIGHTON AVE	Owner Name: PIRONE PROPERTIES LIMITED	Owner Address: 1 PARTRIDGE CIR	Phone:
Business Name: Brighton Heighths, LLC	Contractor Name: N / A	Contractor Address:	Phone
Lessee/Buyer's Name Alan B. Peoples	Phone: 756 0037	Permit Type: Change of Ownership - Condo Conversion	

Proposed Use: 9 unit condominium - Change of Ownership of 9 residential to 9 Condominiums	Proposed Project Description: Change of Ownership of 9 residential to 9 Condominiums
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 08/17/2007

Note: Brighton Heights, LLC (Alan Peoples) has the property under contract to purchase. **Ok to Issue:**

- 1) PLEASE NOTE: Under the City's Condominium conversion regulations, A) BEFORE a developer offers to convey a converted unit, a conversion permit shall be obtained. B) Rent may not be altered during the official noticing period unless expressly provided in a preexisting written lease. C) For a sixty (60) day period following the notice of intent to convert, the tenant has an exclusive and irrevocable option to purchase during which time the developer may not convey or offer to convey the unit to any other person. D) The developer shall post a copy of the permit in a conspicuous place in each unit, and shall make copies available to prospective purchasers upon request. E) If a tenant is eligible for tenant relocation payments, they SHALL be paid a CASH PAYMENT BEFORE the tenant is required to vacate.
- 2) PLEASE NOTE: Under the City's Condominium Conversion regulations, if a tenant makes a decision not to purchase their unit and also decides not to remain in the building after their notification, that tenant has the right to move without penalty. If that protected tenant is under the 80% low/moderated income limit guidelines, there is still a requirement on the owner/developer to pay that tenant relocation payments as stated in the ordinance prior to vacating the unit. That tenant has not lost any rights under this ordinance by making a choice to move and vacate their unit after notification.
- 3) With the issuance of this pemrit and the certificate of occupanices, this property will become nine residential condominiums. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 08/22/2007

Note: **Ok to Issue:**

- 1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Greg Cass **Approval Date:** 08/21/2007

Note: **Ok to Issue:**

- 1) All units shall meet the requirements of NFPA 101 " existing apartments "

All Purpose Building Permit Application

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: <u>401 BRIGHTON AVENUE, PORTLAND, ME</u>		
Total Square Footage of Proposed Structure <u>—</u>	Square Footage of Lot <u>67348 SF</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>177</u> <u>C</u> <u>4</u>	Owner: <u>PIRONE PROPERTIES, LLC</u>	Telephone: <u>773-3154</u>
Lessee/Buyer's Name (If Applicable) <u>BRIGHTON HEIGHTS, LLC</u>	Applicant name, address & telephone: <u>ALAN B. PEOPLES</u> <u>118 MAINE MALL ROAD</u> <u>SO. PORTLAND, ME 04106</u>	Cost Of Work: \$ <u>—</u> Fee: \$ <u>1350</u> C of O Fee \$ <u> </u> Total Fees: \$ <u> </u>
Current use: <u>APARTMENTS 9</u>		<u>\$1350</u> <u>675</u> <u>\$2025</u>
If the location is currently vacant, what was prior use: <u>—</u>		
Approximately how long has it been vacant: <u>—</u>		
Proposed use: <u>CONDOMINIUMS CONVERSION 9</u>		
Project description:		
Contractor's name, address & telephone: <u>—</u>		
Who should we contact when the permit is ready: <u>ALAN B. PEOPLES</u>		
Mailing address: <u>118 MAINE MALL ROAD</u> <u>SO. PORTLAND, ME 04106</u> <u>756-0037</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>756-0037</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS, THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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

Signature of applicant: <u>Alan B. Peoples</u>	Date: <u>6 AUGUST 2007</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the

UNIT # 2

MIKE PRIOR 774-8444

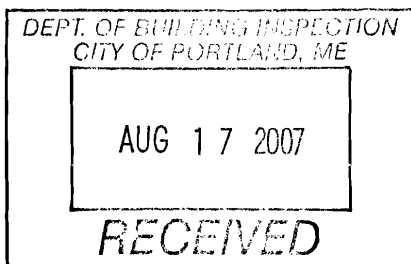
LEFT 1 JULY 07
OWNED SANDY RIVER
NURSING HOME - Home
SOLD Somers.

UNIT # 9

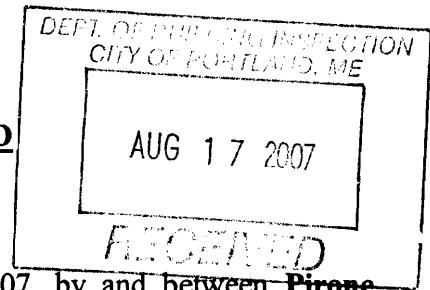
KELLY DOYLE 879-7195

318-6599-c

LEFT 1 JUNE 07
BAGGAT HOUSE



**CONTRACT FOR PURCHASE AND
SALE OF REAL ESTATE**



Agreement made entered into this 8 day of July, 2007, by and between **Pirone Properties Limited Liability Company**, with a mailing address of _____ ("Seller") and **Brighton Heights, LLC**, or assigns, with mailing address of _____ ("Buyer").

1. **PREMISES**: Seller agrees to sell and Buyer agrees to buy property being a nine unit apartment complex located at 401 Brighton Avenue, Portland, Maine, being the same premises described as Parcel 2 in deed recorded at the Cumberland County Registry of Deeds in Book 12607, Page 150, as more specifically described attached hereto as Exhibit A.

2. **PERSONAL PROPERTY**: In addition to the above described real estate the following personal property located at the premises shall also be included in this sale but without any warranty, express or implied: 9 stoves and 9 refrigerators.

3. **PURCHASE PRICE**: Buyer agrees to pay for the premises and personal property described above the sum of \$1,300,000.00 (purchase price) payable as follows:

a. **DEPOSIT**: \$10,000.00, to be deposited with Seller's attorney, Drummond & Drummond, LLP, the receipt of which is hereby acknowledged by the Seller and which shall be credited, without interest, towards the purchase price at the time of closing.

b. **CASH AT CLOSING**: \$1,290,000 shall be paid in certified, cashiers check or other immediately available funds, but not in cash, at time of closing.

c. **OWNER COMMISSION**: \$40,000.00 will be paid by Buyer to Seller upon the sale of the fifth condominium unit or upon the sale of the entire property. This obligation shall not be secured but will be the personal obligation of Messrs. McIntosh and Peoples.

4. **TITLE**: Seller shall convey the premises to Buyer at the closing by quitclaim deed with covenant deed in fee simple with good and marketable title, subject to easements, privileges, restrictions, and agreements of record. If counsel for the Buyer is of the opinion, given in good faith, that the title to the property is defective or is otherwise not free and clear of all encumbrances that effect Buyer's intended use of the premises as a 9 unit apartment complex or condominium conversion, or is not marketable, the closing shall be postponed for a reasonable period of time during which Seller shall take reasonable steps to remove of such defect or encumbrance at his own expense, to the reasonable satisfaction of counsel for Buyer. If the title proves defective and if Seller fails to remove such defect or encumbrance within thirty (30) days after notice from Buyer of the nature of the defect or encumbrance, Buyer may, at their election, either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance and without a deduction in the purchase price; or (ii) terminate this Agreement, in which event Seller shall return the deposit to Buyer, and the parties hereto shall thereafter have no further

rights or obligations hereunder.

Buyer shall have 14 days from the date of this contract to make any objection to title based upon the presence of the "paper" street on the premises.

Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or if said incumbrance is a mortgage with an institutional lender, by reasonable provision for the procurement of a discharge or depositing sufficient purchase money with any attorney representing Buyer or Buyer's mortgagee bank.

5. **CLOSING:** The closing of this transaction shall take place no later than September 7, 2007 at the offices of Buyers' or Buyers' Lender's attorney or title company located in Greater Portland, Maine, unless the Seller and Buyer shall agree on a different time or place. Upon submitting an additional \$10,000 deposit to Seller, Buyer may elect to extend the closing deadline to October 8, 2007. This additional deposit is non-refundable and is not applicable to the purchase price.

6. **ACCEPTANCE OF OFFER:** This offer to sell shall be open for 5 business days after delivery to the Seller.

7. **BUYER'S CONTINGENCIES:** This Contract is subject to:

a. The results of a general building inspection, radon test, asbestos inspection and lead base paint inspection, the cost of which will be paid by Buyer, by inspection companies to be selected by the Buyer, which results will be acceptable to the Buyer. Buyer shall notify Seller within 21 days of the date of this Contract whether or not the results of the inspection are acceptable.

b. The Seller shall deliver all surveys, site plans, building specifications and any other documents in its possession relating to the Premises to Buyer within 5 days of the Contract. Buyer shall have 7 days after delivery to review and approve this information.

c. This Contract is subject to the Seller delivering copies of leases, income, expense and operating information relating to the Premises within 5 days of the Contract. Buyer shall have 7 days after delivery to review and approve this information. There shall be no agreements between Seller and tenants except those disclosed to Buyer.

d. This Contract is subject to Buyer confirming that the premises has nine legal dwelling units under the City of Portland Zoning Ordinance.

8. **NOTICE OF CONTINGENCY FAILURE:** In the event that any condition is not satisfied by the deadline set for performance, then Buyer shall notify Seller and this contract shall be terminated with the deposit returned to Buyer, in which event neither party shall have any further obligations hereunder. In the event that Buyer does not so notify Seller within said

time period, then Buyer shall be deemed to have waived its right to terminate this Agreement and receive back the Deposit because one of the above-listed conditions has not been timely satisfied.

9. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS:**

a. At the time of transfer of title, the Seller and Buyer shall prorate current real estate taxes. Buyer shall reimburse Seller for oil or propane in tank at prevailing rate and for any prepaid utilities.

b. The Buyer and Seller shall each pay their respective shares of the Maine Real Estate Transfer Tax. Seller shall prepare the deed and owner financing documents, the Buyer shall conduct the title examination and pay for closing services and recording fees.

c. Buyer agrees to pay when due following closing, any taxes assessed on the premises in Seller's name and to indemnify and hold harmless Seller from loss or damage, including damage to Seller's credit, based on nonpayment of such taxes when due. Seller shall be entitled to attorney fees and other expenses incurred in as the result of Buyer's breach of this clause. This clause shall survive the closing.

10. **MULTI-FAMILY PROVISIONS:**

a. Seller shall deliver possession of premises to Buyer subject to existing tenancies. The premises is currently subject to tenancies at will. In the event of a vacancy, Seller shall not fill the vacancies without the approval of the Buyer.

b. Seller shall deliver full deposits to Buyer at closing and shall not retain any amount for damages or nonpayment unless otherwise agreed. In the event that at the time of closing, a tenant is in arrears, Seller shall not receive credit for such unpaid amount on the prorations. Rent proration on the day of closing shall be to Buyer's credit. Buyer shall make reasonable efforts to collect any rent arrearage (but not including filing suit) and shall pay Seller their share when received by Buyer. Rent received by Buyer shall be first applied to current rent.

c. If requested by Buyer, Seller shall cooperate in providing notice to tenants of the prospective conversion of the property to condominiums. Buyer will responsible for the preparation all such notices.

11. **POSSESSION:** Seller shall deliver possession of premises to Buyer free and clear of any tenancies or occupancies except the existing tenancies disclosed to Buyer pursuant to Para. 7(c) or new tenancies created pursuant to Para. 10(a).

12. **RISK OF LOSS:** The risk of loss or damage to the property by any cause, or of a taking of all or any part of the property by eminent domain, prior to the closing, shall be on Seller. In the event that, prior to the closing, the improvements which are a part of the property are destroyed or substantially damaged (unless such damage is caused by the Buyer), or the property or any portion is taken by eminent domain, Buyer shall have the option of either (i)

terminating this Agreement and receiving back the deposit, or (ii) accepting the insurance proceeds payable by reason of such damage or destruction, or the condemnation award payable by reason of such taking, and closing the transaction contemplated by this Agreement notwithstanding the same, and without reduction in the purchase price.

Buyer, or their agents, may inspect the Premises within 48 hours of closing.

13. **CONDITION OF PREMISES:** Seller makes no representations or warranties either expressed or implied as the condition of the premises, including, without limitation, compliance with any laws, rules or regulations pertaining to building codes, zoning, environmental or hazardous waste, except as set forth in the Disclosure Statement delivered together with this contract. Buyer takes the premises **AS IS, WHERE IS, WITH ALL FAULTS** and without recourse. Seller has made no verbal representations concerning the condition of the premises and if any such statements have been made either before or after the date of this contract they are not intended to be relied upon by Buyer. No agent of Seller is authorized to make any representations concerning the condition of the premises. Buyer, or his agents, have made, or will make, a physical examination of the premises and personal property and agree to accept same in the conditions they are in as of that time.

14. **LEAD PAINT:** The buildings were built subsequent to 1987, therefore lead paint disclosures are not required.

15. **DISCLOSURE STATEMENTS:** Buyer acknowledges receipt of a disclosure statement executed by the Seller concerning the certain aspects of the condition of the premises. The disclosure statement is attached hereto. Buyer has also received from Seller pamphlets entitled "What You Need to Know about Pesticides Used in Pressure-Treated Wood."

16. **DEFAULT:** If Buyer defaults in their performance under this contract, and Seller elects to terminate the contract for such default, the Seller shall retain the deposit as liquidated damages for such default as its sole remedy. If Seller defaults in its performance under this contract, and Buyer elects to terminate this contract for such default the Buyer may employ all legal and equitable remedies including specific performance with attorney fees awarded to the prevailing party.

17. **BROKERAGE:** The parties agree that there is no broker involved in this transaction; and further, Seller agrees to hold harmless Buyer in the event that any such claims of a broker shall be made by, through, or under Seller; and Buyer agrees to hold harmless Seller in the event that any such claims of a broker shall be made by, through, or under Buyer.

18. **LEGAL ADVICE:** SELLER AND BUYER ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS AND THAT ONLY BY CONSULTING THEIR OWN LAWYER BEFORE SIGNING CAN EITHER PARTY FULLY UNDERSTAND IT AND FULLY PROTECT THEMSELVES.

19. **WITHHOLDING:** The Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2.5%) of the sale proceeds unless the Seller certifies he is a

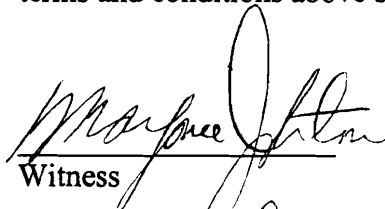
resident of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. Section 5250-A.

20. **SELLER NOT FOREIGN PERSONS:** The Seller warrants and represents to the Buyer that the Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

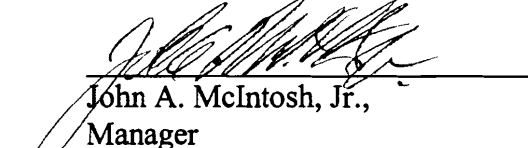
21. **NOTICE:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given on the date of service if delivered personally to the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail postage prepaid, certified with return receipt requested, addressed as set forth in the first paragraph.

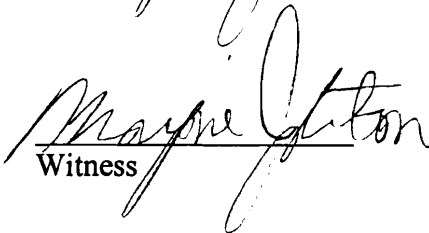
22. **GENERAL PROVISIONS:** This agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This agreement will inure to the benefit of and bind the respective heirs, successors and assigns of Seller and 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. This agreement shall be governed by and construed in accordance with the laws of the State of Maine. The signature of a party upon a facsimile copy shall be deemed to be an original.

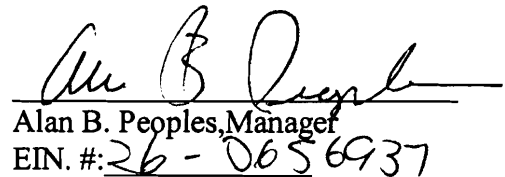
We hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.


Witness

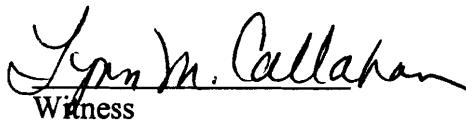
BRIGHTON HEIGHTS, LLC


John A. McIntosh, Jr.,
Manager

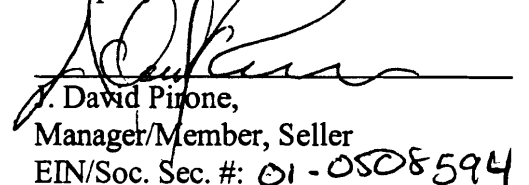

Witness


Alan B. Peoples, Manager
EIN. #: 26-0656937

I hereby agree to sell and deliver the above described property at the price and upon the terms and conditions above set forth.


Witness

Pirone Properties Limited Liability Company


J. David Pirone,
Manager/Member, Seller
EIN/Soc. Sec. #: 01-0508594

August 6, 2007

Zack Longley
Unit #1
401 Brighton Avenue
Portland, Maine 04101

NO 4/17/07
875
329-9846

Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

Dear Mr. Longley;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 120 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

One of our obligations is to offer you a 60 option to purchase the unit in which you reside. We intend to sell this unit for **\$199,900**. Please let us know if you are interested in purchasing at this price and we will proceed with the negotiation of a purchase and sale agreement. If you decline to purchase the unit and we are unable to sell it in the next 180 days, if we reduce the price, we will provide you with that information and you will have another opportunity to purchase the unit at the reduced price.

As the Developer of this project, we are required by City of Portland ordinance to give you the following notice:

If you do not buy your apartment, the developer of this project is required by laws to assist you in finding another place to live and in determining your eligibility for relocation payment. If you have questions about your rights under the law or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, ME 04101 (telephone: 874-8703).

We are required to assist you with relocation payments unless your gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the US Department of Housing and Urban Development. If you would like us to investigate whether you qualify for this assistance, or if you would like us to provide assistance to you in the form of referrals to other reasonable accommodations, please let us know.

This notice shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid and shall be effective upon delivery.

Sincerely,

Brighton Heights, LLC
Purchaser(s)

By: John McIntosh

By: Alan B. Peoples

Pirone Properties, LLC
Seller

David Pirone

Z. C. Roberts X 8/7/07
John McIntosh
Alan B. Peoples
David Pirone

August 6, 2007

Sherrie Abbott
Unit #3
401 Brighton Avenue
Portland, Maine 04101

4850
M 774920
14 773 7655
L 321 4850
9282

Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

Dear Sherrie;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 120 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

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Sincerely,

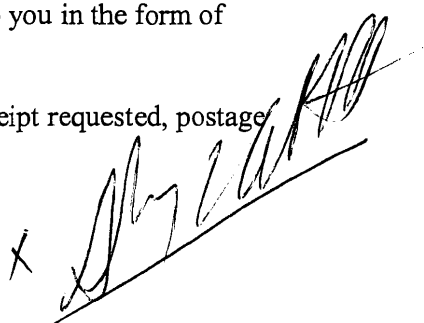
Brighton Heights, LLC
Purchaser(s)

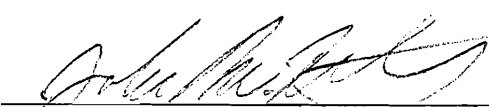
By: John McIntosh

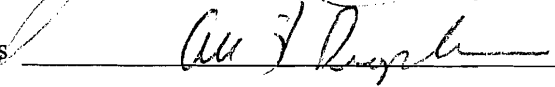
By: Alan B. Peoples

Pirone Properties, LLC
Seller

David Pirone

X 







August 6, 2007

Stephanie Vosmus
Emily Parkhurst
Kirsta Marston
Unit #4
401 Brighton Avenue
Portland, Maine 04101

NOTED
to 4-490.0912
807.2722

4985.

Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

Dear Stephanie, Emily, & Kirsta;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 120 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

One of our obligations is to offer you a 60 option to purchase the unit in which you reside. We intend to sell this unit for **\$199,900**. Please let us know if you are interested in purchasing at this price and we will proceed with the negotiation of a purchase and sale agreement. If you decline to purchase the unit and we are unable to sell it in the next 180 days, if we reduce the price, we will provide you with that information and you will have another opportunity to purchase the unit at the reduced price.

As the Developer of this project, we are required by City of Portland ordinance to give you the following notice:

If you do not buy your apartment, the developer of this project is required by laws to assist you in finding another place to live and in determining your eligibility for relocation payment. If you have questions about your rights under the law or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, ME 04101 (telephone: 874-8703).

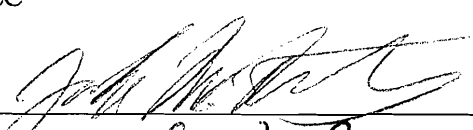
We are required to assist you with relocation payments unless your gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the US Department of Housing and Urban Development. If you would like us to investigate whether you qualify for this assistance, or if you would like us to provide assistance to you in the form of referrals to other reasonable accommodations, please let us know.

This notice shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid and shall be effective upon delivery.

Sincerely,

Brighton Heights, LLC
Purchaser(s)

By: John McIntosh




By: Alan B. Peoples



Pirone Properties, LLC
Seller

David Pirone



x Stephanie Vosmus
8/9/07

August 6, 2007

Sandra Eldredge
Unit #5
401 Brighton Avenue
Portland, Maine 04101

Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

Dear Sandra;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 120 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

One of our obligations is to offer you a 60 option to purchase the unit in which you reside. We intend to sell this unit for **\$199,900**. Please let us know if you are interested in purchasing at this price and we will proceed with the negotiation of a purchase and sale agreement. If you decline to purchase the unit and we are unable to sell it in the next 180 days, if we reduce the price, we will provide you with that information and you will have another opportunity to purchase the unit at the reduced price.

As the Developer of this project, we are required by City of Portland ordinance to give you the following notice:

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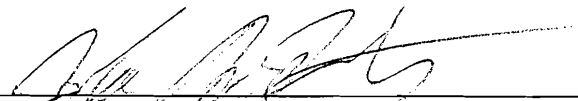
This notice shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid and shall be effective upon delivery.

Sincerely,

Brighton Heights, LLC
Purchaser(s)



By: John McIntosh

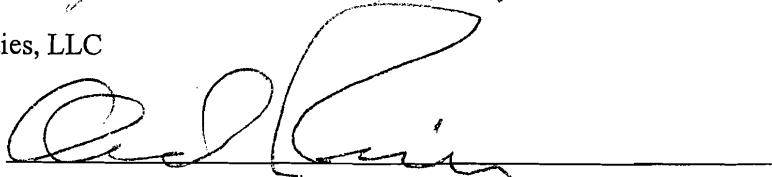


By: Alan B. Peoples



Pirone Properties, LLC
Seller

David Pirone



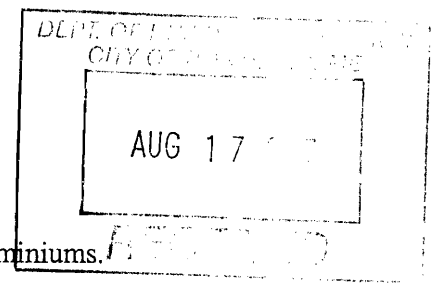
August 6, 2007

A.O.V.

NO ATTIC

Audrey Himmelhoch
Unit #6
401 Brighton Avenue
Portland, Maine 04101

761-0393



Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

Dear Audrey;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 300 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

300 (150)

One of our obligations is to offer you a 60 option to purchase the unit in which you reside. We intend to sell this unit for **\$199,900**. Please let us know if you are interested in purchasing at this price and we will proceed with the negotiation of a purchase and sale agreement. If you decline to purchase the unit and we are unable to sell it in the next 180 days, if we reduce the price, we will provide you with that information and you will have another opportunity to purchase the unit at the reduced price.

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We are required to assist you with relocation payments unless your gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the US Department of Housing and Urban Development. If you would like us to investigate whether you qualify for this assistance, or if you would like us to provide assistance to you in the form of referrals to other reasonable accommodations, please let us know.

This notice shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid and shall be effective upon delivery.

Sincerely,

Brighton Heights, LLC
Purchaser(s)

x Audrey Himmelhoch

By: John McIntosh

John McIntosh

By: Alan B. Peoples

Alan B. Peoples

Pirone Properties, LLC
Seller

David Pirone

David Pirone

August 6, 2007

JW
Paul & Elizabeth McDonough
Unit #7
401 Brighton Avenue
Portland, Maine 04101

Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

JW
Dear Paul & Elizabeth;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 300 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

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We are required to assist you with relocation payments unless your gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the US Department of Housing and Urban Development. If you would like us to investigate whether you qualify for this assistance, or if you would like us to provide assistance to you in the form of referrals to other reasonable accommodations, please let us know.

This notice shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid and shall be effective upon delivery.

Sincerely,

Elizabeth McDonough
8-8-07

Brighton Heights, LLC
Purchaser(s)

By: John McIntosh

John McIntosh
Alan B. Peoples

By: Alan B. Peoples

Pirone Properties, LLC
Seller

David Pirone

David Pirone

August 6, 2007

Carol Raney
Unit #8
401 Brighton Avenue
Portland, Maine 04101

~~679-0700~~
772-9955
679-0700
* 985.-

Re: Notice of intent to convert 401 Brighton Avenue, Portland to condominiums.

Dear Carol;

We are sending this letter to you to inform you that we are purchasing the building and intend to convert the building at 401 Brighton Avenue, Portland, Maine into 9 condominium units. We are required to give you a minimum 120 days notice of our intent to convert to condominiums. You will not be asked to leave the premises for at least 120 days. This notice is **not** a notice to quit the unit. If it comes to that, a separate 30 day notice to quit will be provided to you.

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This notice shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid and shall be effective upon delivery.

Sincerely,

Brighton Heights, LLC
Purchaser(s)

By: John McIntosh

By: Alan B. Peoples

Pirone Properties, LLC
Seller

David Pirone

Handwritten signatures of John McIntosh, Alan B. Peoples, Carol L. Raney, and David Pirone. The signature of Carol L. Raney is written in a large, cursive script and is positioned to the right of the other signatures. The other signatures are written in a smaller, more formal cursive script and are positioned above their respective names.

CHART	LETTER	BLOCK	LOT	STRT FET CODE	STREET NUMBER	CENSUS TRACT	CENSUS BLOCK	LAND USE	ZONING	LAND NOS.	STREET	BLDG. NO.	CARD NUMBER
177		C	004	0033	0401			NO	B-5				7

DEVL. NO.	RECORD OF OWNERSHIP	BOOK PAGE	TAX YEAR	ACCOUNT NUMBER	DATE		TYPE 1. LAND 2. L & B	SALE PRICE	SOURCE	VALID 1. Y1 2. N1
					MO.	YR.				
	Minat Corp. The	4588	'81	M56900	4	80	1 2	1,100	3	1
	PIRONE, J. David	174	'81	956912						
	773-3154	7284	'87	P23940	07	86	1 2	RG, LLO		1
	C.M.H. Associates	274	'87							
				C00029						1
										1
										1
										1
										1

GENERAL PROPERTY FACTORS	NEW ACCOUNT								LAND COMPUTATIONS			REVISED 86/87	EXEMPT	ASSESSMENT RECORD		
	NEIGHBORHOOD I.D.	FTG. SQ. FT. or ACRES	DEPTH ACRES	UNIT PRICE	DEPTH FACTOR	ADJ. PRICE	LAND ADJ.	LAND VALUE	LAND	BLDGS.	TOTAL	INCREASE		DECRE.		
TOPOGRAPHY RATING GOOD (1) FAIR (2) POOR (3) VERY POOR (4)	211	100	10	106	10 ⁶⁰		2240									
STREET OR ROAD PAVED UNPAVED PROPOSED	150	100	200	100	200 ⁰⁰	14	25800									
SIDEWALK YES NO	52348		102				5240									
ALLEY YES NO							3040									
UTILITIES WATER SEWER ELECTRICITY GAS NONE 1. PUBLIC 2. PRIVATE	67,348		150			35	65660									
LAND ADJUSTMENT %						40	60610									
OPO																
ACANT																
IZE																
HAPE																
XC. FTG.																

BUILDING PERMIT RECORD				NOTES:	LAND	BUILDING	TOTAL
ATE	PERMIT NO.	AMOUNT	DESCRIPTION		1,120	1,120	1,120
88	644	225000	CONST. NEW MULTI-FAM.	86/7 Combine lots & Alms to St. - vacated 11/17/80 by Council Order #344 a distance of 273.38 Feet. Approved for 9 units - 8/11/87, Reopened 3/31/88 "The Heights"			
				10-12-88 - BLDG 1+2 ALMOST COMPLETE. CHECK FOR FULL ATTIC FINISH + DECKS ON BACK? BLDG #3 IS BASICALLY SHELL. CK FOR ANY ATTIC FINISH - + ADDITIONS LD 7/1 comp			
				10-89 - All units comp + occupied. do - no ch. rev			

S.F.	TO-FROM	CH	BL	LOT	
13,577	TO-FROM	CH	BL	LOT	86/7
117,570	TO-FROM	CH	BL	LOT 2+4	86/7
15,120	TO-FROM	CH	BL	LOT 5	86/7
15,377	TO-FROM	CH	BL	LOT 6	86/7

City of Portland GIS Viewer
HELP

100,000
Quick Tools: Select Quick Tool

Select Property by:

Address

Account Number

CBL

Parcels

Rec	CBL	FULLCBL	ACCT_NBR	PROP_LOC	OWNR_NAME1
1	177 C004	177 C004001	24762	401 BRIGHTON AVE	PIRONE PROPERTIES LIMIT

SWITCH TO LEGEND LAYERS

- All Layers
- House Number
- Major Roads
- Interstate
- Unit Lines
- Utilities
- Streets
- Parcels
- Buildings
- Traveled Ways
- Stream
- Wetland
- Lake/Pond
- Jetport
- Neighborhoods
- Open Space
- FEMA Flood Zones
- Zoning
- Historic
- Political Districts
- School Districts
- Assessor Chart
- Topography
- Photos 2006 (peninsula)
- Photos 2006
- Photos 2001

Refresh Map

Auto Refresh

Help:

- A closed group, click to open.
- An open group, click to close.
- A map layer.
- A hidden group/layer, click to make visible.
- A visible group/layer, click to hide.
- A visible layer, but not at this scale.
- A partially visible group, click to make visibl
- An inactive layer, click to make active.
- The active layer.

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number 1 of 2
Parcel ID 177 C004001
Location 401 BRIGHTON AVE
Land Use FIVE TO TEN FAMILY

Owner Address PIRONE PROPERTIES LIMITED LIABILITY COMPANY
 1 PARTRIDGE CIR
 PORTLAND ME 04102

Book/Page 12607/150
Legal 177-C-4
 BRIGHTON AVE 401-407
 67348 SF

Current Assessed Valuation

Land	Building	Total
\$278,900	\$454,400	\$733,300

Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1988	3	0	1

Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
1.546	0		APARTMENT - GARDEN	

Exterior/Interior Information

Section	Levels	Size	Use
1	01/01	2621	APARTMENT
1	02/02	2075	APARTMENT
1	A1/A1	1857	APARTMENT

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

Building Other Features

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

Yard Improvements

Year Built	Structure Type	Length or Sq. Ft.	# Units
1988	LIGHT - POLE AND BRACKET		2

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number 2 of 2
Parcel ID 177 C004001
Location 401 BRIGHTON AVE
Land Use FIVE TO TEN FAMILY

Owner Address PIRONE PROPERTIES LIMITED LIABILITY COMPANY
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Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1988	3	0	2 - 2 buildings

Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
1.546	0		APARTMENT - GARDEN	

Exterior/Interior Information

Section	Levels	Size	Use
1	01/01	2488	APARTMENT
1	02/02	1989	APARTMENT
1	A1/A1	894	APARTMENT

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

Building Other Features

Line	Structure Type	Identical Units
1	PORCH - COVERED	1
1	PORCH - COVERED	1
1	PORCH - COVERED	1
2	OPEN AREA - MOTEL/APARTMENT	1

Yard Improvements

Year Built	Structure Type	Length or Sq. Ft.	# Units
1988	ASPHALT PARKING	4052	1

