

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

Location of Construction: 595 Brighton Ave, Side B		Owner: KAL, LLC		Phone: 799-2454	Permit No: 990280
Owner Address: **30 Adelbart St. So Portland, ME 04106		Lessee/Buyer's Name: Donald Theriault		Phone:	BusinessName:
Contractor Name: RECENT		Address: 25 Falmouth Rd		Phone: 761-2293	<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED APR 1 1999 CITY OF PORTLAND </div>
Past Use: Medical	Proposed Use: Dental Office	COST OF WORK: \$ 30,000	PERMIT FEE: \$ 170.00		
		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: 3B		
Proposed Project Description: Move 4 walls and add 2 windows		Signature: [Signature]		Signature: [Signature]	Zone: CBL: 184-B-003
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zoning Approval:	
		Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied: <input type="checkbox"/>		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: SP		Date Applied For: 3/31/99			

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..

X3

**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

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: [Signature]

CEO DISTRICT

3

COMMENTS

10/19 Checked buildy work in progress
 OK to ~~be~~ went over checked window headers
 OK to Close Not with Contractor
 May

01/07/04 - work has been completed & appears to meet conditions
 of permit. Jan M

Close out

CBL # 184-B-3
 permit # 990280

Inspection Record

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

BUILDING PERMIT REPORT

DATE: 4/1/99 ADDRESS: 595 Brighton Ave. Side B CBL: 184-B-663
 REASON FOR PERMIT: Interior Renovations
 BUILDING OWNER: KAL LLC
 PERMIT APPLICANT: meder
 USE GROUP B BOCA 1996 CONSTRUCTION TYPE 5-A

CONDITION(S) OF APPROVAL

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

Approved with the following conditions: *1, *21, *22, *23, *27

- *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)
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. 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
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. (Section 2305.17)
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. This is done to verify that the proper setbacks are maintained.
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. 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)
9. 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
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. 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 3e4" 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)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
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. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. 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)
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. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)

18. 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)
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
- In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.
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.
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
- 34.
- 35.
- 36.

P. Samuel Hoffman, Building Inspector
cc: Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

PSH 12-14-98

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

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): 595 Brighton Ave. side B			
Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# 184 Block# B Lot# 003		Owner: KAL, LLC	Telephone#: 799-2454
Owner's Address: Doreen + Donald Theriault 30 Adelbert St. So. Portland, Me 04106		Lessee/Buyer's Name (If Applicable) Donald L. Theriault D.M.D.	Cost Of Work: \$30,000 Fee \$170.00
Proposed Project Description: (Please be as specific as possible) Rear moving 4 walls adding 2 windows Evulogy to Dental Office less Doctors + fewer patients			
Contractor's Name, Address & Telephone Medent 781-2293 25 Falmouth Rd			Rec'd By: [Signature]
Current Use: Medical		Proposed Use: Dental Office	

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

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

You must Include the following with you application:

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

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

4) Building Plans

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

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

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

Certification

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

Signature of applicant: [Signature]	Date: 3/31/99
-------------------------------------	---------------

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

INGALLS COMMERCIAL BROKERAGE, INC.

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

KAL LLC RSC
 RECEIVED of ~~Daniel J Coyne~~ *KAL LLC* ~~THE SELLER~~, whose mailing address is 600 Brighton Ave., Portland, Maine (hereinafter referred to as "Purchaser"), this 4th day of January, 1998, the sum of Ten Thousand Dollars (\$10,000) as earnest money deposit toward purchase of the real estate located at 595 Brighton Avenue in the city/town of Portland, County of Cumberland, State of Maine, described as follows: The Coyne Property, it being a single story office building, on a lot approximately .5 acres and being more fully described in said county's Registry of Deeds in Book ____, Page ____, upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): *FIVE Hundred thirty thousand (\$530,000) RSC*
 2. **PURCHASE PRICE:** The total Purchase Price is ~~\$100,000~~ *\$530,000* with payment to be made as follows:

Earnest Money deposit received on this date \$ 10,000
 Other: \$ 0.000
 Balance due at closing, in cash or certified funds *\$520,000 RSC*

3. **EARNEST MONEY/ACCEPTANCE:** WRE Real Estate, shall hold said earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until 01/05/99 at 5:00 PM; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser.

4. **TITLE:** That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to the Purchaser and this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all necessary papers for the completion of the purchase on or before MARCH 15, 1999. If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph then the Seller shall have reasonable time period, not to exceed 30 days from the time the Seller receives written notice of the defect unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, the Purchaser may within 15 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. The Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

5. **DEED:** That the property shall be conveyed by a Warranty deed (or type of deed conveyed to Seller, which must be fully insurable), and shall be free and clear of all encumbrances except ~~encumbrances, easements, covenants and restrictions~~ *of record and usual public utilities* servicing the premises and shall be subject to applicable land use and building laws and regulations.

6. **POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.

7. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.

8. **PRORATIONS:** The following items shall be prorated as of the date of closing:

- Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
- Fuel

c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing. Purchaser and Seller shall each pay its transfer tax as required by the laws of the State of Maine.

9. **INSPECTIONS:** The Purchaser is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. *This Contract is subject to the following inspection results being satisfactory to the Purchaser:* *all RSC*

TYPE OF INSPECTION	YES	NO	NO BEGIN TIME	END TIME	NO. DAYS
b. Sewage Disposal	___	___	Within	___	days
c. Water Quality	___	___	Within	___	days
d. Radon Air Quality	___	___	Within	___	days
e. Radon Water Quality	___	___	Within	___	days
f. Asbestos Air Quality	___	___	Within	___	days

TYPE OF INSPECTION	YES	NO	NO. DAYS
h. Pests	___	___	Within ___ days
i. ADA	___	___	Within ___ days
j. Wetlands	___	___	Within ___ days
k. Environmental Scan	___	___	Within ___ days
l. Other	___	___	Within ___ days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser. In the absence of inspection(s) mentioned above, the Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

RSC
~~loan-to-value price prevailing from 20 years ago. Purchaser to make a loan within 7 days of effective contract date. Full loan approval within 45 days of effective contract date. Subject to the Property appraising at or above sales price.~~

11. **AGENCY DISCLOSURE:** The Purchaser and Seller acknowledge that they have been informed that the Real Estate Agent is acting as a

INGALLS COMMERCIAL BROKERAGE, INC.
CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE
 PAGE 2

12. DEFAULT: If the Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the escrow agent will not return the earnest money to the Purchaser or the Seller without written release from both parties.

13. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

14. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

15. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

16. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if all of the signatures were on one instrument.

17. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.

18. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Purchaser shall have 10 days from the effective date of the Contract to review leases and income and expenses information regarding the property. If the result of the review is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned to Purchaser. If the Purchaser does not notify the Seller that the review is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser.

19. It is the intent of the Seller to perform an IRC Section 1031 tax deferred exchange by trading the property herein with Single-Story, Inc. Buyer agrees to execute an Assignment Agreement at the request of Seller at no additional cost or liability to Seller.

ADDENDA: This contract has addenda containing additional terms and conditions: YES _____ NO X

INGALLS COMMERCIAL BROKERAGE, INC.
CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE
PAGE 3

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

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding
tax equal to 2 1/2% of the consideration unless the Seller furnishes to the Buyer a certificate by the Seller stating, under penalty or perjury, that
Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

K A L, LLC 08/11/99
PSC

[Signature]
Purchaser

[Signature]
Purchaser

010492178
Social Security # or Tax I.D. #

Name/Title, thereunto duly authorized

Date: *[Signature]*

The Seller accepts the offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to
pay the Broker the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum
\$10,000. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between the Broker and Seller, provided,
however, that the Broker's portion shall not exceed the full amount of the commission specified. *ALL TO THE*

Signed this *FIFTH* day of *MARCH*, 1999. *[Signature]*

[Signature]
Seller *Wendy G. Coyne by [Signature]*
Real attorney in fact

007-40-3473
Social Security # or Tax I.D. #

Signature

Name/Title, thereunto duly authorized

Escrow Agent: WRE

Name/Title

The Listing Agent is Daniel Coyne, WRE Commercial Real Estate. (Agency)
The Selling Agent is Andrew Ingalls of Ingalls Commercial Brokerage (Agency)

EFFECTIVE DATE OF CONTRACT: *4th January, 1999*

The closing for this Contract for Sale will be
on March 18, 1999 unless either party
needs additional time to close. The
additional time shall not be more
than (Ten) 10 Business days. *[Signature]*