#### )4

## DISPLAY THIS CARD ON PRINCIPAL FRONTAGE PERWORKISSUED

se Read ation And s, If Any, tached

### BUILDING INSPECTION

**APR 2 0** 2010 Permit Number: 100335

PERMIT

to certify thatRosemont Market Owner, LLC/R Connolly & Co., Inc.	City of Portland
mission toremove exterior siding to expose existing windows at front & side. Int	terior - remove false walls covering window
80 BRIGHTON AVE	85-C001001
ided that the person or persons, firm or corporation accepting	g this permit shall comply with all

e provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating onstruction, maintenance and use of buildings and structures, and of the application on file in department.

y to Public Works for street line grade if nature of work requires information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

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

0	THER REQI	JIRED, A	APPROVALS,
ot.	CAPT.	N.	Sautem
Эер	t		
Boa	ırd		

Department Name

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine	- Building or Use	Permi	t Application	1   t	'ermit No:	Issue Date	:	CBL:		
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8					10-0335			185 C	001001	
Location of Construction:	Owner Name:			Owner Address:			Phone:			
580 BRIGHTON AVE Rosemont Marke			mer, LLC	580	Brighton Ave					
Business Name:	Contractor Name	:		Con	tractor Address:			Phone		
	R Connolly &	Co., In	c.	P.C	D. Box 8463 Po	ortland		2072338	651	
Lessee/Buyer's Name	Phone:			Peri	nit Type:				Zone:	
				A	terations - Con	nmercial			B-1	
Past Use:	Proposed Use:			Per	mit Fee:	Cost of Wor	k:	CEO District:	Ì	
Retail - Rosemont Pharmacy	Retail - Rosem				\$70.00	\$4,50	00.00	3		
	exterior siding			FIR	RE DEPT:	Approved	INSPEC			
	windows at fro					Denied	Use Gro	oup: M	Type: B	
	window openi			١.,				-00	2003	
	ceiling remov			1 3x	See Con	ditions		104	4005	
Proposed Project Description:					(V	$\mathcal{I}$	1 7	1 1		
remove exterior siding to expo Interior - remove false walls co	•			_	nature:		Signatur			
ceiling, remove fixtures	overing window openin	gs, rem	ove nung	PEL	DESTRIAN ACTI					
coming, remove minutes				Act	ion: Approv	ved App	proved w/	Conditions	Denied	
				Sig	nature:			Date:	ř	
Permit Taken By:	Date Applied For:				Zoning	Approva	al		4	
ldobson	04/06/2010									
1. This permit application de	oes not preclude the	Spe	ecial Zone or Revie	ws	Zonii	ng Appeal		Historic Pre	eservation	
Applicant(s) from meeting Federal Rules.	g applicable State and		noreland		☐ Variance	e		Not in Distr	rict or Landmark	
<ol><li>Building permits do not in septic or electrical work.</li></ol>	nclude plumbing,	☐ Wetland ☐ Miscellaneou		aneous		☐ Does Not Require Review				
3. Building permits are void within six (6) months of t		☐ Flood Zone ☐ Conditional Use				Requires Re	eview			
False information may in permit and stop all work	validate a building	☐ Subdivision ☐ Site Plan			☐ Interpretation ☐ Approved			Approved		
								Approved w/Conditions		
PERMIT	ISSUED	Maj Minor MN		Denied			Denied			
		0.	culcool, how	)				1)10		
APR 2	2 0 2010	Date:	418110 /	Λ_	Date:		D	ate:		
City of	Portland									
			CERTIFICATI	ON						
I hereby certify that I am the o I have been authorized by the jurisdiction. In addition, if a p shall have the authority to enter such permit.	owner to make this app ermit for work describe	lication ed in the	as his authorize application is i	d ag	ent and I agree d, I certify that	to conform	to all a	pplicable law authorized re	rs of this presentative	
OVOLUME OF ARM ICANIE			ADDRES	25		DAT		DI	HONE	
SIGNATURE OF APPLICANT			ADDRES	0		DAI	_	11	TOTAL	

#### BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.
- Permits expire in 6 months, if the project is not started or ceases for 6 months.
- If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.

X Final inspection required at completion of work.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

CBL: 185 C001001 Building Permit #: 10-0335

City of Portland, Maine - Building or Use Permit				Permit No:	Date Applied For:	CBL:
389 Congress Street, 04101 Tel:	4-8716	10-0335	04/06/2010	185 C001001		
Location of Construction:	Owner Name:		C	Owner Address:		Phone:
580 BRIGHTON AVE	Rosemont Market Ow	ner, LLC		580 Brighton Ave		
Business Name:	Contractor Name:		C	Contractor Address:		Phone
	R Connolly & Co., Inc	c.		P.O. Box 8463 Por	tland	(207) 233-8651
Lessee/Buyer's Name	Phone:		P	ermit Type:		•
				Alterations - Com	mercial	
Proposed Use:		<u> </u>	Proposed	Project Description:		
Retail - Rosemont Market - remove	exterior siding to expose		remove	e exterior siding to	expose existing wind	dows at front & side.
existing windows at front & side. Interior - remove false walls  Interior - remove false walls covering window openings, remove						
covering window openings, remove	hung ceiling, remove fix	tures	hung co	eiling, remove fixtu	ires	
Dept: Zoning Status:	Approved with Condition	ns Rev	viewer:	Ann Machado	Approval Da	ate: 04/08/2010
Note:						Ok to Issue:
1) A separate permit must be applied	ed for to do any new wor	k to fit up	the spa	ice.		
2) The legal use of the property is r	etail. Any change of use	e shall req	quire a se	eparate permit appl	ication for review ar	nd approval.
3) This permit is being approved or	the basis of plans subm	nitted. An	v deviat	tions shall require a	separate approval b	efore starting that
work.			,			
Danta Parillian States	A	D		Т М	AI D	ate: 04/14/2010
	Approved with Condition	ns Rev	viewer:	Tammy Munson	Approval Da	
Note:	100 HIS					Ok to Issue:
1) Separate permits are required fo	r future fit ups.					
Separate permits are required fo hood exhaust systems and fuel to						
Dept: Fire Status:	Approved with Conditio	ns Re	viewer:	Capt Keith Gautr	eau Approval Da	ate: 04/09/2010
Note:	1.1				1 1	Ok to Issue:
Fire extinguishers required. Inst	allation per NEPA 10					
1) The extinguishers required. Hist	anation per MITA 10					

#### Comments:

4/7/2010-amachado: Lannie will call Bob Connolly to get right, title and interest.

 $4/8/2010\mbox{-}amachado\mbox{:}$  Received purchase & sales agreement.

2) All construction shall comply with NFPA 1 and 101.



## **Original Receipt**

		4.6.	20 /0
Received from	R.C	onuolly	
Location of Work	58	O Bright	an
Cost of Construction	\$	Building Fee:_	
Permit Fee	\$	Site Fee: _	
	Certifica	te of Occupancy Fee:	
		Total:	70
Building (IL) Plur	mbing (I5)	Electrical (I2) Site I	Plan (U2)
Other			
CBL: 185-C	- (		
Check #: 376		Total Collected	\$ 70
		rted until permi receipt for you	
Taken by:	f. pr		
WHITE - Applicant's C YELLOW - Office Cop			

PINK - Permit Copy

## General 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: 580	Brich	tous AUF					
Total Square Footage of Proposed Structure/A	•	Square Footage of Lot		Number of Stories			
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Name -	nust be owner, Lessee or Buyership Naylor Fleet wood	er*	Telephone: 939 - 5053			
		Zip POFTLAND, ME		,			
Lessee/DBA (If Applicable)	Name Address a	fferent from Applicant)  ohn way lov  Fleet wood  Zip  nd, me	C	ost Of			
Current legal use (i.e. single family)  If vacant, what was the previous use?  Proposed Specific use:  Is property part of a subdivision?  Project description:  Thermore exterior siding to expose existing window at Front & side.  Therior - Remove Take wans covening window openings.  Pemove hang (eiling axid + tiles. Remove Tixtures.  Contractor's name:  Contractor's name:  Page Mark Number of Residential Units  Single Mark  Number of Residential Units  Single Mark  Number of Residential Units  Single Mark  Number of Residential Units  Single Mark  Remove Tixtures  Number of Residential Units  Single Mark  Remove Tixtures  Contractor's name:  Pemove Tixtures  Contractor's name:							
Address: 3 upper minoT vol City, State & Zip PowNal ME.	0466	C	Coloni	233-8651			
Who should we contact when the permit is read							
Mailing address: 3 upper minoT							
Please submit all of the information	outlined or automatic full scope of t suance of a pe ons Division or amed property, application as h	the applicable Checkle denial of your permit.  the project, the Planning and I rmit. For further information and in the at www.portlandmaine.com  or that the owner of record authors/her authorized agent. I agree this application is issued, I certification is issued, I certification is issued.	Develor to Roy that	opment Department download copies of op by the Inspections sthe proposed work and afform to all opplicable the Code Official's			
Signature: Quall	Dat						
This is not a permit; you may t	not commen	ce ANY work until the pern	nit is	issued			

#### CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEI	IVED from	Rosemont Ma:	rket Owners	· (ic	TBA)	, whose mailing address is
"Purch:	aser"), this5th day of	February 20	010 the s	um of One	Thougand	(hereinafter called
	door ), this try or					rnest money deposit toward
purchas	se of real estate located at	580 Brighton	Avenue	in the ci	tv/town of	Portland
	of Cumberland					
-	1 701					
being n	nore fully described at said Count	v's Registry of Deeds in Boo	k 9346	Page	9.4 110	on the terms and conditions
	ed below.	y a region y or Deeds in Doo	. 3340		, up	on the terms and conditions
1.	PERSONAL PROPERTY: The	following items of personal p	property are includ	led in this sale	(if applicable) No	ne
2.	PURCHASE PRICE: The total	Purchase Price is	Two Hu	ndred Thi	rtv-Five Th	ousand
	Dollars (\$ 235,000.00					
	Earnest money deposit received	on this date:			\$	1,000.00
	Other: After satisfact		***************************************		\$	4,000.00
	Other: Balance due at closing, in cash o				\$	230,000.00
	Balance due at closing, in cash o	r certified funds:			\$	230,000.00
3.	EARNEST MONEY/ACCEPTA in a non-interest bearing account 5:00 ( AM Z	and act as escrow agent unti	il closing; this offer	r shall be valid	until Febr	shall hold the earnest money uary 6 , 2010 at shall be returned promptly to
,.	TITLE: That a deed, conveying the Maine Bar Association shall provided herein and execute all r If Seller is unable to convey title time period, not to exceed 30 parties, to remedy the title, after days thereafter, at Purchaser's Purchaser may, at Purchaser's good-faith effort to cure any title	be delivered to Purchaser and the compact to the premises in accordant days from the time Seller which time, if such defect is option, withdraw said earned option, close notwithstanding	nd this transaction pletion of the purel ce with the provisi receives written not corrected so the est money and ne ng such uncured of	shall be closed hase on or before ions of paragra notice of the hat there is man either party shall defects as man	d and Purchaser shaper  Apri  ph 5 below, then Se defect, unless of rketable title, Purchall have any furth y then exist. Selle	all pay the Purchase Price as  1 2 , 2010 .  Geller shall have a reasonable therwise agreed to by both haser may within 30 her obligation hereunder, or
5.	DEED: That the property shall be deed, and shall be subject to all record that materially and negat subject to applicable land use an	encumbrances (other than li- tively impair the current use	ens and mortgages e of the premises a	s), except cove		easements and restrictions of
6.	LEASES/TENANT SECURITY under the current leases to the pr	DEPOSITS: Seller agrees at operty and any and all securi	t closing to transfer ity deposits held by	r to Purchaser, y Seller pursua	by proper assignment to said leases.	ent thereof, all Seller's rights
7.	POSSESSION/OCCUPANCY: agreed by both parties in writing		remises shall be g	given to Purch	naser immediately	at closing unless otherwise
8.	RISK OF LOSS: Until transfer of agreed in writing. Said premises the premises are materially dar earnest money deposit, or close right to any insurance proceeds to	s shall at closing be in substanaged or destroyed prior to this transaction and accept	antially the same of closing, Purchase	condition as at or may either t	present, excepting terminate this Agr	reasonable use and wear. If eement and be refunded the
9.	b. Fuel	the municipality's tax year. S	Seller is responsible	e for any unpai		ears.
	d. Purchaser and Seller shall ea	ater and sewer, shall be paid be ach pay one-half of the transf ommon area maintenance ch to leases of the property.	fer tax as required b	by the laws of t	the State of Maine.	and all other additional rents
					1	1 400
	1.		Page 1 of 4	D. T. F.	tials ()	Seller's Initials

	the results being satisfactor	ry to Purchase	er:									
	TYPE OF INSPECTION	YES NO	RESULTS	REPOR	TED	TYPE (	OF INSPECTION	YES	NO	RESULTS	S REPOR	TED
	a. General Building	X	Within	5	days	i. Lead	Paint	X		Within	5	days
	b. Sewage Disposal	X	Within	5	days	j. Pests			X	Within -		days
	c. Water Quality	X	Within	5	days	k. ADA			X	Within		days
	d. Radon Air Quality	X	Within	5	days	I. Wetl	ands		X	Within		days
	e. Radon Water Quality	X	Within		_ days		ronmental Scan	_X_		Within _	5	_ days
	f. Asbestos Air Quality g. Code Conformance	_X	Within	5	- days	n. Zoni o. Insur		_X_		Within _	5	_ days
	h. Flood Plain		Within	5	days days		ance r Lawyer re	v -X		Within —	<u>5</u>	<ul> <li>days days</li> </ul>
	The use of days is intended Purchaser. If the result of null and void by notifying Purchaser. If Purchaser divaried by Purchaser. In the condition of the premises.  REVIEW OF LEASES And date of the Contract to reviseller shall make available may declare the Contract money shall be returned to this contingency is waived at the contract a write purchase price at an initial years. Purchaser acknowled breach of this Contract.  In the event that Purchaser of this Contract, then Sellin and void purchase of the contract, then Sellin and void purchase of the contract, then Sellin and void purchaser.	ed to mean from any inspection of any inspection of any inspection of the second of the absence of the second of t	m the Effection or other conting within the Seller that a sinspection(s)  AND EXPENT the property or at a convenience by notifying Purchaser do not to exceed the reach of this postain the Continuous postain	ndition he spec in inspec mention NSE INI and incident tim the Sel pees not in der is commitmen prev good fa	e of the Conspecified herified number entire above.  FORMATIC come and exact and location in writing the contingent upon time and location in the continue	on Purchase and on to seek at haser notification.	spections will be atisfactory to Purcet forth above, at within the time parents of the relying complete ser shall have mation regarding esult of the review e specified numbriew is unsatisfactor's obtaining with mortgage loan of am and amortized and accept financines Seller within	done by chaser, Pad said of period seely upon the proposition of the p	A erty, watisfact ys set in the eriod of a above	days fr  days fr  ger days fr  days fr	om the e and info thaser, Pu, and the set forth	If for by Contract arned to gency is so the ffective rmation archaser earnest herein, ffective of the 20 all be a ve date
	further obligation hereund Commitment within the tin	ler. If Purchase	er is unable to	o obtair	the Comm	itment and	does not notify S	eller that				
13.	AGENCY DISCLOSURE	: Purchaser ar	nd Seller ackn	nowledg	e that they l	have been in	formed that					
	have a client relationship	with aither Du	ahacar or Sal		ransaction 1		Russo	ction bro		this transact elling Agen		
	have a chefit relationship	with either rui	Buyer '	_		Jean		gent in t		nsaction an		
	Rosemont Ma	arket Own		and th	at	Cha	rles Day	5		Listing Age		
			Seller	's						ansaction an		
	elsewhere herein as "Licer	nsees").	Morsehead	d		(Transa	ction Broker, Sell	ling Age	nt and	Listing Age	nt are ref	erred to
14.	DEFAULT: If Purchaser the option of either retain Should Seller elect to reta the event of an undispute both parties pursuant to Mefault hereunder and said and deposit the earnest in Commission regulations, including reasonable attorthis Contract and/or the D	ing the earnest in the earnest d default by ei Maine Real Es d dispute is no noney in the e Purchaser and rneys' fees, inc	money as ful money, this C ther party, the state Commis t resolved by court to resol Seller, jointly	II and contract e Escro sion reg the par Ive said y and so	omplete liques shall terming was Agent magulations. If ties within the dispute, on everally, shall and the control of the cont	nidated dama nate and nei nay return the a dispute a hirty (30) da otherwise all indemnif	ages or employing ther party shall be e earnest money to arises between Pu ays, Escrow Ager disburse the earn y Escrow Agent f	g all ava- e under a o Purcha irchaser nt may e nest mon or all co	lable I any fur aser or and Se lect to sey pur sts, los	egal and eq ther obligat Seller with eller as to the file an action rsuant to M sses, expens	uitable re ion hereu written n ne exister on in inter aine Rea es, and da	medies. nder. In totice to nce of a rpleader 1 Estate amages,
15	. MEDIATION: Any dispu mediation in accordance or its successor organizati	with the Maine	e Residential	Real Es	state Mediat	ion Rules o	f the Maine Asso	essed in ciation of	this Co	ontract shal oute Resolut	l be subnion Profe	nitted to ssionals
16	. PRIOR STATEMENTS: understandings with respe	This Contract ect to the subje	sets forth the	entire a	agreement b tract. This	etween the Contract sha	parties, and there	are no o	ther re	presentation laws of the	ns, agreen State of N	nents or Aaine.
					Page 2	of 4	Buyer's Initials	da	)	Seller's Ini	tials	w

10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with

- 17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
- 18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
- 19. 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. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.

20.	Seller and Purchaser acknowledge receipt of	the Maine Real Estate Brokerage Relationships For	rm.	
21.	ADDENDA: This contract has addenda cont	aining additional terms and conditions: Yes X	No	
22.	EXTENSION: Seller and Purchaser agree to	extend the following date(s) set forth in this Contra	act to the new dates shown:	
	Date for	, changed from	to,	,
	Date for	, changed from	to,	,
	Date for	, changed from	to .	

23. The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

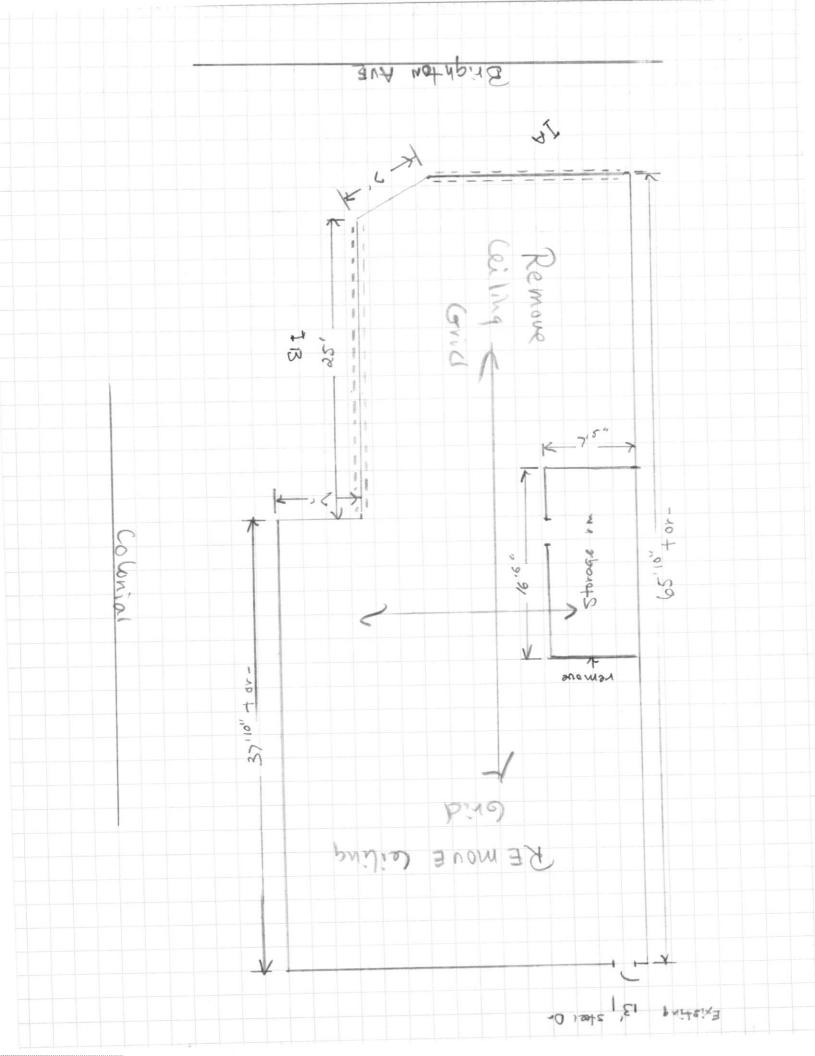
Buyer's Initials Seller's Initials

Page 3 of 4

## 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 2½% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Legal Nam	ne of Purchaser		Social Security # or	Tax I.D. #
	1			
Sig	gnature	-	Name/Title, there unto o	luly authorized
Seller accepts and agrees to the t	erms and conditions set forth in	this Contract and agree	ees to pay the Licensees the com	mission for services according
to the terms of the fishing agreen	. In the ever	nt the earnest money i	s forfeited by Purchaser, it shall seeed the full amount of the com	be evenly distributed between
(1) Licensees and (2) Seller; prov	vided, however, that the License	es' portion shall not es	sceed the full amount of the com	mission specified.
Signed this 6th day	of February	. 2010		
	and the second s		0-7 7/ // 7	C C
- Jan .	Seller		007 36 43 Social Security # or	7 7 Tax I.D. #
/			*	
Si	gnature		Name/Title, there unto o	July authorized
Escre	ow Agent		Name/Title	
C.		and all the second seco		
	gnature			
			CBRE Boulos	
The Selling Agent is	Jean Russo	of	Harborcity Real	ty (Agency)
The Transaction Broker is	N/A	of	N/A	(Agency)
EFFECTIVE DATE OF CON	TRACT:			
Copyright © 2002-2007 All rig	this reserved. This instrument r	nay not be reproduce	d in whole or in part without th	ne prior written consent of the
Maine Commercial Association				
		Page 4 of 4	Buyer's Initials	Seller's Initials



# 580 BRIGHTON AVENUE

PORTLAND, MAINE

## FOR SALE/LEASE

2,466<u>+</u> SF RETAIL BUILDING



For information, contact



Charles Day
T 207.772.1333
F 207.871.1288
cday@boulos.com

CBRE/The Boulos Company One Canal Plaza Portland, ME 04101

www.boulos.com

CBRE/The Boulos Company is pleased to offer for sale or lease 580 Brighton Avenue in Portland. Formerly the place of business for the Rosemont Pharmacy, the space is now vacant and ready for occupancy. The subject property features 2,466+/- SF of finished space on the first floor and approximately 1,182+/- SF of lower level space that has been used as storage.

The lot size is a .104+/- acre and is strategically located on the corner of Brighton Avenue and Colonial Road. The location benefits from strong traffic counts and excellent visibility. On-site parking is available for 5 vehicles and ample street parking is available on Colonial Road. The property is located in a B-1 business zone which allows for multiple uses. Please contact the listing broker for further details on this great opportunity.





# 580 BRIGHTON AVENUE PORTLAND, MAINE

#### **Property Information**

Address:

580 Brighton Ave

Portland, Maine

Owner:

Douglas R. Moreshead

Assessor's Reference:

Map 185, Block C, Lot 1

Registry of Deeds:

Book 9346, Page 94

Zoning:

B1

Land Area:

 $.104 \pm acre$ 

Total SF Building:

2,466 + SF

(with 1,182+ SF basement)

Building Age:

1931

Assessed Values:

Land: \$101,900

Bldgs: \$180,900

Total: \$282,800

Real Estate Taxes:

\$5,016.87 (2008/2009)

Current use:

Vacant retail space

Utilities:

All public

Parking:

Limited on-site and street parking

Sale Price:

\$325,000

Lease Rate:

\$12.00/sf NNN

