

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
MAY 16 2006
CITY OF PORTLAND

Permit Number 4060389

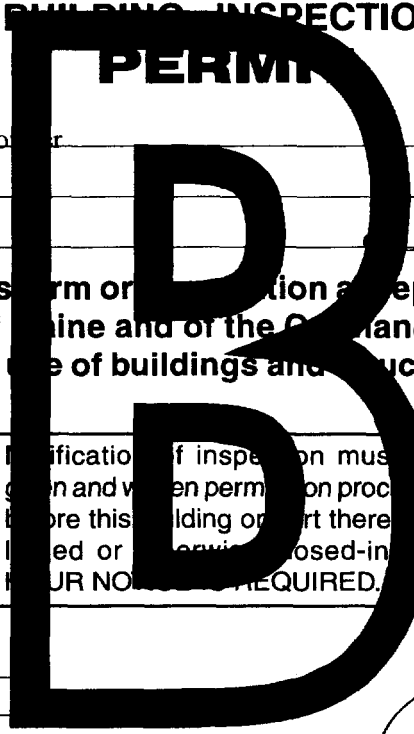
This is to certify that Roberts Christopher /homeowner

has permission to Condo Conversion

AT 1363 Congress St

188 CC01001

provided that the person or persons who perform or supervise the work in accepting this permit shall comply with all of the provisions of the Statutes of the State 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 when permission is procured before this building or part thereof is occupied or service is closed-in. 4 HOUR NOTICE REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. Greg Gass 5-9-06

Health Dept.

Appeal Board

Other Department Name

Signature: [Handwritten Signature] 5/9/06
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: 06-0583P	Issue Date: MAY 16 2006	CRL: 188 C001001
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Location of Construction: 1363 Congress St	Owner Name: Roberts Christopher	Owner Address: 1363 Congress St	Phone: 712-2422
Business Name:	Contractor Name: homeowner	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Condo Conversion	Zone: RP

Past Use: Multi Family-3 Unit <i>legal use: 3 dv.</i>	Proposed Use: 3 Unit Residential Condominiums	Permit Fee: \$675.00	Cost of Work \$0.00	CEO District: 3
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Proposed Project Description: Condo Conversion.	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>SEE 5/9 APPROV IN UK</i>	INSPECTION: Use Group: <i>R2</i> Type: <i>5B</i> <i>5/10/06</i>
	Signature:	Signature: <i>[Signature]</i>

Permit Taken By: gad	Date Applied For: 04/19/2006	Zoning Approval	
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<ol style="list-style-type: none"> 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 <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"/> <i>OK w/conditions</i> Date: <i>5/8/06</i> <i>ASB</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABU</i> Date:

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: 06-0583	Date Applied For: 04/19/2006	CBL: 188 C001001
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Location of Construction: 1363 Congress St	Owner Name: Roberts Christopher	Owner Address: 1363 Congress St	Phone: () 712-2422
Business Name:	Contractor Name: homeowner	Contractor Address: Portland	Phone:
Tenant/Ressee/Buyer's Name	Phone:	Permit Type: Change of Use - Condo Conversion	

Proposed Use: 3 Unit Residential Condominiums	Proposed Project Description: Condo Conversion.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 05/08/2006

Note: **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) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 4) This property shall remain as three family dwelling units. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 05/10/2006

Note: **Ok to Issue:**

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

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 05/09/2006

Note: **Ok to Issue:**

- 1) All units shall comply with NFPA 101 Chapter 31 existing apartment buildings.

06-0583

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>1361-1363 Congress Street, Portland, ME</u>		
Total Square Footage of Proposed Structure	Square Footage of Lot <u>4</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>188 - C - 1</u>	Owner: <u>Christopher A. Roberts</u>	Telephone: <u>Cell: 712-2422</u>
Lessee/Buyer's Name (if Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>Christopher A. Roberts</u> <u>P.O. Box 3311</u> <u>Portland, ME 04103</u> <u>Cell:</u>	Cost Of Work: \$ _____ Fee: \$ _____ _____ units @ \$25.00 per unit \$ _____
<u>Property</u>		
Project description: <u>Condominium conversion - please note that a separate application for renovation work to the 1st floor unit was filed</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>Christopher Roberts</u>		
Mailing address: <u>P.O. Box 3311</u> <u>Dan Hoffman as Attorney</u> <u>Portland, ME 04103</u> <u>253-5000</u> <u>Cell: 712-2422</u> Phone:		

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: Christopher A. Roberts DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME

This is not a permit, you may not commence ANY work until the permit is issued

APR 19 2006
RECEIVED

Submit with Condominium Conversion Permit Application

Project Data:

Address: 1361 - 1363 Congress St Portland, ME

C-B-L: 188-C-1

Number of units in building: 3

	a		
Unit 1	<u>See attached letter</u>		
Unit 2			
Unit 3			
Unit 4			
Unit 5			
Unit 6			
Unit 7			
Unit 8			

Length of time building owned by applicant Purchased August 2005

Are **any** building improvements, renovations, or modifications being made associated with this conversion that requires a building, plumbing, electrical, or heating permit? YES NO (check one)

Type and cost of building improvements associated with this conversion that do not require permits: See separate pending building permit app.
D6-021y

\$ _____ exterior walls, windows, doors, roof

\$ _____ insulation

\$ _____ interior cosmetics (walls/floors/ hallways refinishing, etc.)

\$ _____ other (specify)

Christopher Roberts
P.O. Box 331 1
Portland, ME 04103

April 18,2006

HAND DELIVERED

Planning and Development Department
Portland City Hall
389 Congress Street
Portland, ME 04101

RE: Attachment to Building Permit Application

To Whom It May Concern:

When I purchased the building in August 2005, Unit 1 was vacant. According to the previous landlord the tenants gave notice when they found out the building was being sold. I do not have any information regarding these tenants since they left before we closed.

See attached closing statement August 12,2005, Unit 2 was occupied by three roommates:

	<u>Phone #</u>	<u>Occupancy Period</u>
Joe Bilancieri	207-651-7719	Unknown – October 31,2005
Andrew Potuin	207-215-3878	Unknown – October 31,2005
Ethan Baker	Unknown	Unknown

They gave me notice that they were leaving in a letter dated September 25,2005 and attached hereto. The last tenant left October 31,2005. They occupied the unit for approximately 1 year. They left no forwarding information. Unit 3 is currently occupied by three roommates as follows:

	<u>Phone #</u>	<u>Occupancy Period</u>	<u>Notice Date</u>
Mark Bell	Unknown	10/1/05 – 1/31/06	February 2,2006
Josh Griffin	Unknown	10/1/05 – 1/31/06	February 2,2006
Nick Ziriski	Unknown	10/1/05 – 1/31/06	February 2,2006

Their leases, which expire January 31,2006, are attached. They are currently tenants at will. They have rented the apartment since July 2005. Their mailing address is Unit 3, 1363, Congress Street, Portland, ME.

Building Permit Application
April **18,2006**
Page **2**

I have indicated to them that they may stay in the unit as month-to-month tenants after the conversion **is** complete **as** we do not currently have plans to sell their unit.

Please feel free to contact me if you need any more information or have any questions regarding my application.

Sincerely

Christopher Roberts

Enc.

to info leaves etc.

RESS STREET
ME 04102

, 2005

TY DEPOSITS

TY DEPOSIT	PRO-RATED RENT FOR AUG
0.00	\$ 0.00
50.00	\$677.42
50.00	\$677.42
AMOUNT TO BUYER	\$2,100.00
	\$1,354.84

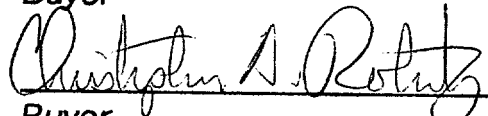
TOTAL DUE: \$3,454.84
(security deposit & pro-rated rent)



Buyer

8/12/05

Date



Buyer

8/12/05

Date



Seller

8/12/2005

Date



Seller

8-12-05

Date

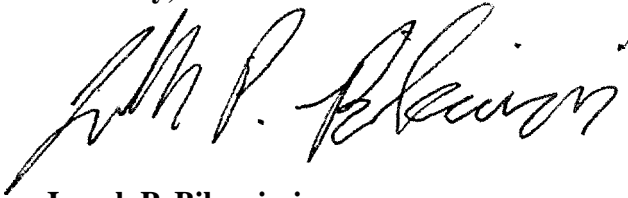
**Joseph Bilancieri
Andrew Potvin
1363 Congress St. #2
Portland, ME 04102
207-651-7719
207-215-3878**

September 25, 2005

Dear Mr. Roberts;

We have decided not to renew our lease at 1363 Congress St., Apt. 2. We will assume responsibility to vacate the property by October 31, 2005. Please contact us for any further information or questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. Bilancieri". The signature is written in a cursive style with a large initial "J" and "P".

Joseph P. Bilancieri

1363 CONGRESS STREET LEASE

C & M Properties
P.O. Box 3311
Portland, ME 04104
Tel: 207-712-2422

DATE: 9/15/09

LEASED PREMISIS:
PROPERTY ADDRESS/APT # 1363 Congress St. Apt. 3, Portland, ME 04103

LANDLORD:
MANAGEMENT COMPANY C & M PROPERTIES

TENANT NAME Mark Bel

CO-TENANT NAME Nick Zirski Josh Griffin

RENT AMOUNT \$1050 00 PRORATED RENT \$

LEASE START DATE 10/1/05 LEASE END DATE 1/31/06

SECURITY DEPOSIT AMOUNT \$1050 00/3

UTILITIES PROVIDED BY:

LANDLORD (L)	ELECTRICITY <u>T</u>	RUBBISH REMOVAL <u>4/T</u>
TENANT (T)	NATLGAS <u>L</u>	SNOW REMOVAL <u>L</u>
	HEAT <u>T</u>	WATER/SEWER <u>L</u>
	CABLETV <u>T</u>	LAWNCARE <u>L</u>

PARKING: 1ST CAR: MAKE Pontiac Grand Mt COLOR Green PLATE# ?

2ND CAR: MAKE _____ COLOR _____ PLATE# _____

OTHER CHARGES

Tenant **acknowledges** that additional rent may be charged for:

RETURNED CHECKS	\$20.00
LOST KEYS/NON RETURNED KEYS	\$25.00
LOCK OUTS	\$20.00

THE LANDLORD AND TENANT **AGREE** EACH OF THEM HAS VARIOUS RIGHTS AND DUTIES IN THE PERFORMANCE OF THIS LEASE AND THAT THIS LEASE IS SUBJECT TO CERTAIN CONDITIONS **AS** EXPLAINED ON THE FOLLOWING PAGES.

We, the undersigned, do hereby execute and agree to this Lease Agreement and acknowledge receipt of copy of this lease.

LANDLORD: *Justin Roberts* 9/15/05
DATE

TENANT: *Nick Simid* 9/30/05
DATE

TENANT: _____
DATE

GUARANTY

Because the Landlord **is** agreeing to sign this Lease, the person signing below (the "Guarantor") will be legally responsible for all **of** the obligations of the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under the law (technically known **as** "suretyship defenses") which might otherwise permit the Guarantor to avoid *or* reduce his *or her* liability to the Landlord. This Guaranty will have the same legal effect **as** the Lease (see Paragraph **30**)

GUARANTOR: _____
DATE

LEAD PAINT ADDENDUM:

By signing here I acknowledge that I **am** in receipt of the Lead Paint brochure issued by the US Department **of** Housing and Urban Development.

TENANT: *Nick Simid* DATE: 9/30/05

1363 CONGRESS STREET LEASE

C & M Properties
P.O. Box 3311
Portland, ME 04104
Tel: 207-712-2422

DATE:

9/19/05

LEASED PREMISIS:
PROPERTY ADDRESS/APT #

1363 Congress St. Apt. 3, Portland, ME 04103

LANDLORD:
MANAGEMENT COMPANY

C & M PROPERTIES

TENANT NAME

Josh Griffin

CO-TENANT NAME

Mark Bell, Nick Ziriski

RENT AMOUNT

\$1050.00 PRORATED RENT \$ _____

LEASE START DATE

10/1/05 LEASE END DATE 1/31/06

SECURITY DEPOSIT AMOUNT

\$1050.00/3

UTILITIES PROVIDED BY:
LANDLORD (L)
TENANT (T)

ELECTRICITY	<u>T</u>	RUBBISH REMOVAL	<u>4/1</u> <u>to cut</u>
NATL GAS	<u>L</u>	SNOW REMOVAL	<u>L</u>
HEAT	<u>T</u>	WATER/SEWER	<u>L</u>
CABLE TV	<u>T</u>	LAWN CARE	<u>L</u>

PARKING: 1ST CAR: MAKE
2ND CAR: MAKE

ford contour COLOR black PLATE# _____
_____ COLOR _____ PLATE# _____

OTHER CHARGES

Tenant acknowledges that additional rent may be charged for:

RETURNED CHECKS	<u>\$20.00</u>
LOST KEYS/NON RETURNED KEYS	<u>\$25.00</u>
LOCK OUTS	<u>\$20.00</u>

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We, the undersigned, do hereby execute and agree to this Lease Agreement and acknowledge receipt of copy of this Lease.

LANDLORD: Christopher Polatz 9/15/05
DATE

TENANT: Joshua Siffri 09/24/05
DATE

TENANT: _____
DATE

GUARANTY

Because the Landlord **is** agreeing to sign this **Lease**, **the person** signing below (the "Guarantor") will be legally responsible for all of the obligations of the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not **have** notice that the Tenant **was** in default. The Guarantor waives all rights under the **law** (technically known as "suretyship **defenses**") which might otherwise permit the Guarantor to avoid or reduce his or **her** liability to the Landlord. This Guaranty will have the same legal effect **as** the Lease (*see Paragraph 30*)

GUARANTOR: _____
DATE

LEAD PAINT ADDENDUM:

By signing here I acknowledge that I am in receipt of the **Lead** Paint brochure issued by the US Department of Housing and **Urban** Development.

TENANT: Joshua Siffri DATE: 09/24/05

1363 CONGRESS STREET LEASE

C & M Properties
P.O. Box 33 11
Portland, ME 04104
Tel: 207-712-2422

DATE: 9/15/05

LEASED PREMISIS:
PROPERTY ADDRESS/APT # 1363 Congress St. Apt. 3, Portland, ME 04103

LANDLORD:
MANAGEMENT COMPANY C & M PROPERTIES

TENANT NAME Nick Ziriski

CO-TENANT NAME Mark Bell, Josh Griffin

RENT AMOUNT \$1050.00 PRORATED RENT \$ _____

LEASE START DATE 10/1/05 LEASE END DATE 1/31/06

SECURITY DEPOSIT AMOUNT \$1050.00 / 3

UTILITIES PROVIDED BY:

LANDLORD (L)	ELECTRICITY <u>T</u>	RUBBISH REMOVAL <u>1/4 TO cur!</u>
TENANT (T)	NATLGAS <u>L</u>	SNOWREMOVAL <u>L</u>
	HEAT <u>T</u>	WATER/SEWER <u>L</u>
	CABLETV <u>T</u>	LAWNCARE <u>L</u>

PARKING: 1ST CAR: MAKE _____ COLOR _____ PLATE# _____
2ND CAR: MAKE _____ COLOR _____ PLATE# _____

OTHERCHARGES

Tenant acknowledges that additional rent may be charged for:

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LOST KEYS/NON RETURNED KEYS \$25.00
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THE LANDLORD AND TENANT AGREE EACH OF THEM **HAS** VARIOUS RIGHTS AND DUTIES IN THE PERFORMANCE OF THIS LEASE AND THAT THIS LEASE IS SUBJECT TO CERTAIN CONDITIONS **AS** EXPLAINED ON THE FOLLOWING PAGES.

We, the undersigned, do hereby execute **and** agree to this Lease Agreement and acknowledge receipt of copy of this Lease.

LANDLORD: Christopher Polenta 9/15/05
DATE

TENANT: [Signature] 9/24/05
DATE

TENANT: _____
DATE

GUARANTY

Because the Landlord **is** agreeing to sign this **Lease**, the person signing below (the "Guarantor") will be legally responsible for **all of** the obligations **of** the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under the law (technically known as "suretyship defenses") which might otherwise permit the Guarantor to avoid or reduce his or her liability to the Landlord. This Guaranty will have the same legal effect as the Lease (see Paragraph 30)

GUARANTOR: _____
DATE

LEAD PAINT ADDENDUM:

By signing here I acknowledge that I **am** in receipt of the Lead Paint **brochure** issued by the US Department of Housing and Urban Development.

TENANT: [Signature] _____ DATE: 9/24/05

Christopher Roberts
PO Box 3311
Portland, ME 04104

February 2, 2006

HA DELIVERED

Joshua Griffen
1363 Congress Street, Apt #3
Portland, ME 04102

RE: 1363 Congress Street, Apt #3, Portland, ME 04102
Notice of Intent to Convert Under Title **33 M.R.S.A Sec 1604-111 et.sec.**
60 Day Option to Purchase/120 Notice to Quit

~~Dear~~ Mr. Siriski and all other occupants:

The property you now occupy pursuant to a lease date ending January 31, 2006, located at 1363 Congress Street, Apt #3, is being converted to a condominium under the Maine Condominium **Act** (the "Act,').

Under the **Act**, you have an exclusive and irrevocable option to purchase the unit you now occupy and rent for a purchase price of \$279,900, excluding closing costs. This option expires sixty (60) days from the date of delivery of this notice and is not assignable. You may exercise the option by purchasing or entering into a contract to purchase the unit at the offered price during the option period.

If you chose not to purchase your unit, the unit may not be offered for sale to any other person at a price or on terms more favorable than the purchase price offered herein for a period of one hundred and eighty (**180**) days from the expiration of your option. This offer is made pursuant to Title 33 MRSA Sec. 1604-111 (attached hereto as A).

This notice does not amend, extend or in any other way change the terms of your current lease. Upon expiration of the lease, you will be a tenant at will, subject to the terms of this notice. You may vacate the premises at the end of the lease which is March 1, 2006.

If you chose not to exercise your option **to** purchase set forth herein, you are hereby notified and required to quit and deliver unto me, my **successor(s)** and/or **assign(s)**, at the expiration of one hundred and twenty (**120**) days from the date of service of this notice, the possession of **1363 Congress Street, Portland, Maine** which **also** may be known as Unit **#3, Bradley Street Condominium**, now occupied by you. This Notice is being issued to you ~~for~~ the purpose of terminating your tenancy therein.

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

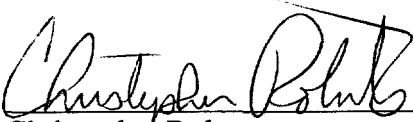
(Ord. No. 213-81, § 608.5, 11-16-81)

Should you have any questions regarding this notice, please feel free to contact me.

Sincerely,

Christopher Roberts

Served in hand by Christopher Roberts this day 2 of February, 2006


Christopher Roberts

Receipt of this Notice of Intent to Convert to Condominium, together with the 1363 Congress Street Offering Statement, is hereby acknowledged by

_____, on this _____ day of _____, 2006.

Receipt of this Notice of Intent to Convert to Condominium, together with the 1363 Congress Street Offering Statement, is hereby acknowledged by

Joshua Affi, on this 2 day of February, 2006.

J. Daniel Hoffman

Attorney at Law

HAND DELIVERED

Josh Griffin
1363 Congress Street, **Apt. #3**
Portland, ME 04101

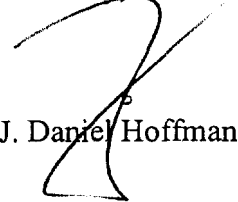
Dear Mr. Griffin and all other occupants:

My office represents Chris Roberts in connection with the conversion of 1363 Congress Street to condominiums. The conversion will not affect your tenancy. At the expiration of your lease, if you like, you may continue to rent your unit as a tenant at will on a month-to-month basis.

I have also attached a copy of the Portland City Ordinance, the State Condominium Statute and the zoning department's phone number, which was an Exhibit to the February 2, Notice to Convert.

If you have any questions or concerns about the conversion process, or the Exhibit, please do not hesitate to contact Chris or me.

Sincerely,



J. Daniel Hoffman

JDH/tai
Enc.
cc: Chris Roberts

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

(Ord. No. 213-81, § 608.5, 11-16-81)

Christopher Roberts
PO Box 3311
Portland, ME 04104

February 2, 2006

HAND DELIVERED

Mark Bell
1363 Congress Street, Apt #3
Portland, ME 04102

RE: 1363 Congress Street, Apt #3, Portland, ME 04102
Notice of Intent to Convert Under Title 33 M.R.S.A Sec 1604-111 et. sec.
60 Day Option to Purchase/120 Notice to Quit

Dear Mr. Siriski and all other occupants:

The property you now occupy pursuant to a lease date ending January 31, 2006, located at 1363 Congress **Street**, Apt #3, is being converted to a condominium under the Maine Condominium **Act** (the "**Act**").

Under the Act, you have an exclusive and irrevocable option to purchase the unit you now occupy and rent for a purchase price of \$279,900, excluding closing costs. This option expires sixty (60) days from the date of delivery of this notice and is not assignable. You may exercise **the** option by purchasing or entering into a **contract** to purchase the unit at the offered price during the option period.

If you chose not to purchase your unit, the unit may not be offered for sale to any other person at a price or on terms more favorable than the purchase price offered herein for a period of one hundred and eighty (180) **days from** the expiration of your option. This offer is made pursuant to Title 33 MRSA Sec. 1604-111 (attached hereto as A).

This notice does not amend, extend or in any other way change the terms of your current lease. Upon expiration of the lease, you will be a tenant **at** will, **subject** to the terms of this notice. You may vacate the premises at the end of the lease which is March 1, 2006.

If you chose not to exercise your option to purchase set forth herein, you are hereby notified and required to quit and deliver unto me, my **successor(s)** and/or **assign(s)**, at the expiration of one hundred and twenty (120) days from the date of service of this notice, the possession of **1363 Congress Street**, Portland, Maine which **also** may be **knowp** as Unit #3, Bradley Street Condominium, now occupied by you. This Notice is being issued to **you** for the purpose **of** terminating your tenancy therein.

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

(Ord. No. 213-81, § 608.5, 11-16-81)

Should you have any questions regarding this notice, please feel free to contact me.

Sincerely,

Christopher Roberts

Served in hand by Christopher Roberts this day 2 of February, 2006



Christopher Roberts

Receipt of this Notice of Intent to Convert to Condominium, together with the 1363 Congress Street Offering Statement, is hereby acknowledged by

_____, on this _____ day of _____, 2006.

**Receipt of this Notice of Intent to Convert to Condominium, together with the 1363
Congress Street Offering Statement, is hereby acknowledged by**

Mark Bell, on this 2nd day of February, 2006.



J. Daniel Hoffman

Attorney at Law

HAND DELIVERED

Mark Bell
1363 Congress Street, Apt. #3
Portland, ME 04102

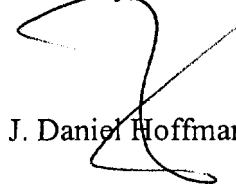
Dear Mr. Bell and all other occupants:

My office represents Chris Roberts in connection with the conversion of **1363** Congress Street to condominiums. The conversion will not affect your tenancy. At the expiration of your lease, if you like, you may continue to rent your unit as a tenant at will on a month-to-month basis.

I have also attached a copy of the Portland City Ordinance, the State Condominium Statute and the zoning department's phone number, which was an Exhibit to the February 2, Notice to Convert.

If you have any questions or concerns about the conversion process, or the Exhibit, please do not hesitate to contact Chris or me.

Sincerely,



J. Daniel Hoffman

JDH/tai
Enc.
cc: Chris Roberts

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568 (a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

(Ord. No. 213-81, § 608.5, 11-16-81)

Christopher Roberts
PO Box 3311
Portland, ME 04104

February 2, 2006

ND IVEREI

Nick Siriski
1363 Congress Street, Apt #3
Portland, ME 04102

RE: 1363 Congress Street, Apt #3, Portland, ME 04102
Notice of Intent to Convert Under Title 33 M.R.S.A Sec 1604-111 et.sec.
60 Day Option to Purchase/120 Notice to Quit

Dear Mr. Siriski and all other occupants:

The property you now occupy pursuant to a lease date ending January 31, 2006, located at 1363 Congress Street, Apt #3, is being converted to a condominium under the Maine Condominium **Act** (the "**Act**").

Under the **Act**, you have an exclusive and irrevocable option to purchase the unit you now occupy and rent for a purchase price of \$279,900, excluding closing costs. This option expires sixty (60) days from the date of delivery of this notice and is not assignable. You may exercise the option by purchasing or entering into a **contract** to purchase the unit at the offered price during the option period.

If you chose not to purchase your unit, the unit may not be offered for sale to any other person at a price or on terms more favorable than the purchase price offered herein for a period of one hundred and eighty (180) days **from** the expiration of your option. This offer is made pursuant to Title 33 MRSA Sec. 1604-111 (attached hereto as A).

This notice does not amend, extend or in **any** other way change the terms of your current lease. Upon expiration of the **lease**, you will be a tenant at will, subject to the terms of this notice. You may vacate the premises at the end of the lease which is March 1, 2006.

If you chose not to exercise your option to purchase set forth herein, you are hereby notified and required to quit and deliver unto **me, my successor(s)** and/or **assign(s)**, at the expiration of one hundred and twenty (**120**) days from the date of service of this notice, the possession of **1363 Congress Street, Portland, Maine** which also may be **known** as Unit **#3, Bradley Street Condominium**, now occupied by you. This Notice is being **issued** to you for the purpose of terminating your tenancy therein.

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.


(Ord. No. 213-81, § 608.5, 11-16-81)

Should you have any questions regarding this notice, please feel free to contact me.

Sincerely,

Christopher Roberts

Served in hand by Christopher Roberts this day 2 of February, 2006


Christopher Roberts

**Receipt of this Notice of Intent to Convert to Condominium, together with the 1363
Congress Street Offering Statement, is hereby acknowledged by**

_____, on this _____ day of _____, 2006.

**Receipt of this Notice of Intent to Convert to Condominium, together with the 1363
Congress Street Offering Statement, is hereby acknowledged by**

Nail Sindhi, on this *2nd* day of *Feb*, 2006.

P L L C

J. Daniel Hoffman

Attorney at Law

HAND DELIVERED

Nick Saviski
1363 Congress Street, Apt. #3
Portland, ME 04102

Dear Mr. Saviski and all other occupants:

My office represents Chris Roberts in connection with the conversion of 1363 Congress Street to condominiums. The conversion will not affect your tenancy. At the expiration of your lease, if you like, you may continue to rent your unit as a tenant at will on a month-to-month basis.

I have also attached a copy of the Portland City Ordinance, the State Condominium Statute and the zoning department's phone number, which was an Exhibit to the February 2, Notice to Convert.

If you have any questions or concerns about the conversion process, or the Exhibit, please do not hesitate to contact Chris or me.

Sincerely,



J. Daniel Hoffman

JDH/tai
Enc.
cc: Chris Roberts

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

(Ord. No. 213-81, § 608.5, 11-16-81)

Copies provided to each tenant letter.

City of Portland
Code of Ordinances
Sec. 14-565

Land Use
Chapter 14
Rev. 2-28-06

ARTICLE VII. CONDOMINIUM CONVERSION

Sec. 14-565. Purpose.

The purpose of this article is to regulate the conversion of rental housing to condominiums; to minimize the potential adverse impacts of such conversion on tenants; to ensure that converted such housing is safe and decent; and to maintain a reasonable balance of housing alternatives within the city for persons of all incomes. To these ends, this article shall be liberally construed. (Ord. No. 213-81, § 608.1, 11-16-81)

Sec. 14-566. Applicability.

This article shall apply to the conversion of any rental unit to a condominium unit. (Ord. No. 213-81, § 608.2, 11-16-81)

Sec. 14-567. Definitions.

For the purpose of this article, the following terms shall be defined as follows, unless otherwise clearly implied:

Condominium means any interest in real estate created pursuant to the Unit Ownership Act, 33 M.R.S.A. § 560 et seq., or its equivalent, as it may from time to time be amended.

Developer means and includes any person or other legal entity, but not including an established lending institution unless it is an active participant in a common promotional scheme, who, whether acting as principal or agent, records a declaration of condominium that includes real estate, any portion of which was previously a rental unit.

Tenant means and includes any occupant in lawful possession of a rental unit, whether by lease, sublease, or otherwise.

Unit means any building, or portion thereof, used or intended to be used primarily as a separate dwelling. (Ord. No. 213-81, § 608.3, 11-16-81)

Cross **reference(s)**--Definitions and rules of construction generally, § 1-2.

Sec. 14-568. Protection of tenants.

(a) *Notice of intent to convert.* A developer shall give to each tenant written notice of intent to convert at least one hundred twenty (120) days before the tenant is required by the developer to vacate. If a tenant has been in possession of any unit within the same building for more than four (4) consecutive years, the notice period shall be increased by thirty (30) additional days for each additional year, or fraction thereof, to a maximum of two hundred forty (240) additional days. The notice shall set forth specifically the rights of tenants under subsections (a) and (b) of this section and section 14-569, and shall contain the following statement:

If you do not buy your apartment, the developer of this project is required by law to assist **you** in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

If the notice specifies a date by which the tenant is required to vacate, the notice may also serve as a notice of termination under the applicable law of forcible entry and detainer, if it meets the requirements thereof. The notice shall be hand-delivered to the tenant or mailed, by certified mail, return receipt requested, postage prepaid, to the tenant at the address of the unit or such other address as the tenant may provide. The notice shall be effective when actually received. No tenant may be required by a developer to vacate without having been given notice as required herein, except for the reasons specified in the applicable law of forcible entry and detainer, and in accordance with the procedures thereof. The terms of a tenancy, including rent, may not be altered during the notice period, except as expressly provided in a preexisting written lease. If, within one hundred twenty (120) days after a tenant is required by a developer to vacate, the developer records a declaration of condominium without having given notice as required herein, the developer shall be presumed to have converted in violation of this article.

(b) *Option to purchase.* For a sixty-day period following the giving of notice as required in subsection (a), the developer shall grant to the tenant an exclusive and irrevocable option to purchase the unit of which the tenant is then possessed, which option may not be assigned. If the tenant does not purchase or contract to purchase the unit during the sixty-day period, the developer may not convey or offer to convey the unit to any other person during the following one hundred eighty (180) days at a price or on terms more favorable than the price or terms previously offered to the tenant, unless the more favorable price or terms are first offered exclusively and irrevocably to the tenant for an additional sixty-day period. This subsection shall not apply to any rental unit that, when converted, will be restricted exclusively to nonresidential use. If, within two (2) years after a developer records a declaration of condominium, the use of any such unit is changed such that but for the preceding sentence, this subsection would have applied, the developer shall be presumed to have converted in violation of this article.

(Ord. No. 213-81, § 608.4, 11-16-81)

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

(Ord. No. 213-81, § 608.5, 11-16-81)

Sec. 14-570. Conversion permit.

Before conveying or offering to convey a converted unit, the developer shall obtain a conversion permit from the building inspection division of the department of planning and urban

development. The permit shall issue only upon receipt of a completed application therefor in a form to be devised for that purpose, payment of a fee of one hundred and fifty dollars (\$150.00) per unit, and a finding, upon inspection, that each unit, together with any common areas and facilities appurtenant thereto, is in full compliance with all applicable provisions of article II of chapter 6 (building code), article III of chapter 6 (electrical installations), article V of chapter 6 (minimum standards for dwellings) and article II of chapter 10 (fire prevention code) of this Code, and the Life Safety Code as adopted by the state. 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.

(Ord. No. 213-81, § 608.6, 11-16-81)

Sec. 14-571. Variation by agreement.

No provision of, or right conferred by, this article may be waived by a tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a tenant to waive any provision hereof, or right conferred hereby, shall be a violation of this article. Nothing herein shall be construed to void any term of a lease which offers greater rights than those conferred hereby.

(Ord. No. 213-81, § 608.7, 11-16-81)'

- Sec. 14-572. Reserved.
- Sec. 14-573. Reserved.
- Sec. 14-574. Reserved.
- Sec. 14-575. Reserved.
- Sec. 14-576. Reserved.
- Sec. 14-577. Reserved.
- Sec. 14-578. Reserved.
- Sec. 14-579. Reserved.
- Sec. 14-580. Reserved.
- Sec. 14-581. Reserved.
- Sec. 14-582. Reserved.

ARTICLE VIII. REGULATION OF EXPLOSIVES*

*Editor's note--Ord. No. 125-98, adopted Oct. 19, 1998, repealed Art.

Prev: [Chapter 31 §1604-110](#)Next: [Chapter 31 §1604-112](#)[Download Chapter 31](#)
[PDF, Word \(RTF\)](#)[Download Section 1604-111](#)
[PDF, Word \(RTF\)](#)[Statute Search](#)[List of Titles](#)[Maine Law](#)[Disclaimer](#)[Revisor's Office](#)[Maine Legislature](#)**Title 33: PROPERTY****Chapter 31: MAINE CONDOMINIUM ACT****Article 4: PROTECTION OF CONDOMINIUM PURCHASERS****§1604-111. Conversion buildings**

(a)" Headnote=" A declarant of a condominium containing conversion buildings, and any person in the business of selling real estate for his own account who intends to offer units in such a condominium shall give each of the residential tenants and any residential subtenant in possession of a portion of a conversion building notice of the conversion and provide those persons with the public offering statement no later than 120 days before the declarant will require the tenants and **any** subtenant in possession to vacate. The notice must set forth generally the rights of tenants and subtenants under this section and shall be hand delivered to the unit or mailed by prepaid United States' mail to the tenant and subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant may be required by the declarant to vacate upon less than 120 days' notice, except by reason of nonpayment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure of a declarant to give notice as required by this section is a defense to an action for possession. [1981, c. 699 (new).]

(b)" Headnote=" For 60 days after delivery or mailing of the notice described in subsection (a), the declarant shall offer to convey each unit or proposed unit occupied for residential use to the tenant who leases that unit. If a tenant fails to purchase the unit during that 60-day period, the declarant may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable to the offeree than the price or terms offered to the tenant. This subsection does not apply to any unit in a conversion building if that unit will be restricted exclusively to nonresidential use or the boundaries of the converted unit do not substantially conform to the dimensions of the residential unit before conversion. [1981, c. 699 (new).]

(c)" Headnote=" If a declarant, in violation of subsection (b), conveys a unit to a purchaser for value who has no knowledge of the violation, recordation of the deed conveying the unit extinguishes any right a tenant may have under subsection (b) to purchase that unit if the deed states that the seller has complied with subsection (b), but does not affect the right of a tenant to recover damages from the declarant for a violation of subsection (b). [1981, c. 699 (new).]

(d)" Headnote=" If a notice of conversion specifies a date by which a unit or proposed unit must be vacated, and otherwise complies with the provisions of Title 14, section 6001, the notice also constitutes a notice to vacate specified by that statute. [1981, c. 699 (new).]

(e)" Headnote=" Nothing in this section permits termination of a lease by a declarant in violation of its terms. [1981, c. 699 (new).]

(f)" Headnote=" Nothing in this Act, including section 1601-106, shall be construed to prohibit a municipality from enacting ordinances imposing more stringent standards than those contained in subsections (a) and (b), or otherwise providing for the protection of tenants or the conversion of rental housing stock, including ordinances controlling the number of housing units within a municipality that may be converted to the condominium form of ownership. [1981, c. 699 (new).]

Section History:

PL 1981, Ch. 699, § (NEW).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public. If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes
7 State House Station
State House Room 108
Augusta, Maine 04333-0007

This page created on: 2005-10-01

Exhibit A

Sec. 14-568. Protection of tenants.

Provides in part:

If **you** do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. 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, Maine 04101 (telephone: 874-8703).

Sec. 14-569. Relocation payments.

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two (2) months; provided that this requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

(Ord. No. 213-81, § 608.5, 11-16-81)

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0214	Issue Date: MAR 7 2006	File #: 188 COO1001
-----------------------	---------------------------	------------------------

Location of Construction: 1363 CONGRESS ST		Owner Name: ROBERTS CHRISTOPHER		Owner Address: 1363 CONGRESS ST	
Business Name:		Contractor Name: John Egan		Contractor Address: CITY OF PORTLAND	
Lessee/Buyer's Name		Phone:		Permit Type: Alterations - Commercial	
Past Use: Residential 3 unit		Proposed Use: Residential 3 unit - interior renovations to first floor unit.		Zone: RP	
Proposed Project Description: interior renovations to first floor unit		Permit Fee: \$453.00		Cost of Work: \$47,500.00	
<p>legal use : 3 dwelling units</p>		<p>FIRE DEPT: <input type="checkbox"/> Denied</p> <p>INSPECTION: Use Group: R2 Type: SB</p> <p>Signature: Greg Cross Date: 3/17/06</p>		<p>Signature: [Signature]</p>	
<p>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</p> <p>Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied</p> <p>Signature: _____ Date: _____</p>					

Permit Taken By: dmartin	Date Applied For: 02/16/2006	Zoning Approval		
------------------------------------	--	------------------------	--	--

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>OK w/ conditions Date: 2/24/06 ABN</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: ABN</p>
--	--	--	--

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