

City of Portland, Maine – Building or Use Permit Application 39 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

| | | | | | | | |
|--------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Location of Construction: 13 Blueberry Road | | Owner: Mark & Gail Mason | | Phone: 207 729-4164 | | Permit No: 000356 | |
| Owner Address: 257 Bath Road, Brunswick, ME 04011 | | Lessee/Buyer's Name: N/A | | Phone: N/A | | Business Name: N/A | |
| Contractor Name: 207-729-4164 N/A | | Address: N/A | | Phone: N/A | | Permit Issued: APR 20 2000 | |
| Past Use: Office Building UNUM Staff Training Room Seminar Facility | | Proposed Use: Veterinary Hospital | | COST OF WORK: \$ \$ | | PERMIT FEE: \$ 30.00 | |
| Proposed Project Description: Change of Use from office/training facility to Veterinary Hospital | | FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied | | INSPECTION: Use Group: B Type: BCE & 9A | | Zone: CBL: 237-B-011 | |
| | | Signature: <i>[Signature]</i> | | Signature: <i>[Signature]</i> | | Zoning Approval: <i>[Signature]</i> | |
| Permit Taken By: ub | | Date Applied For: 4-11-00 | | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) | | Special Zone or Reviews: | |
| | | | | Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> | | <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"/> | |
| | | | | Signature: _____ | | Date: _____ | |

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

4-11-00

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

PERMIT ISSUED WITH REQUIREMENTS
CEC DISTRICT

COMMENTS

- Interior Demo Completed. Started Interior work - underground
 plbg. Completed - Footing placed for additions - Question on head-room in
 X-ray and serv-room - ~~check~~ ~~out~~ ~~only~~ under Mezz. -
- 12 Sept. 2K - Interior partitions Framing Completed. -
- 21 Sept. 2K. - New additions left side Framing Completed. -
- 16 Oct. 2K. - Roofing - etc - Interior Framing Completed -
- 23 Oct. 2K - Interior Framing - etc. PLbg - Foundation dug for slab
 at rear -
- 3 Nov. 2K work going as per plans -
- 24 Nov. 2K Check area with LT. McDougall work going well
 about 90% completed. -
- 4 Dec. 2K work going as per plans -
- 19 Dec. 2K work 95% completed. -
- 26 Dec. 2K ~~work~~ Inspected for Conf. Not ready - PLbg. -
- 2 Jan 2K, Not ready PLbg. -
- 4 Jan 2K, Conf. -

Inspection Record

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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 13 BLUEBERRY ROAD CBL: 237-B-011

Issued to MARK & GAIL MASON

Date of Issue JANUARY 8, 2001

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 000356/2, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

ENTIRE BUILDING

APPROVED OCCUPANCY

USE GROUP B
TYPE OF CONSTRUCTION 3B
BOCA 1999

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

8/Jan. 2001

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

MM
01/08/01

PURCHASE AND SALE AGREEMENT

EFFECTIVE DATE: April 10, 2000

THIS AGREEMENT is entered into as of April ____, 2000, by UNUM LIFE INSURANCE COMPANY OF AMERICA f.k.a. UNIONMUTUAL STOCK LIFE INSURANCE COMPANY OF AMERICA f.k.a. UNIONMUTUAL LIFE INSURANCE COMPANY OF AMERICA, f.k.a. COMMUNITY LIFE INSURANCE COMPANY, SUCCESSOR BY MERGER TO UNUM LIFE INSURANCE COMPANY (f.k.a. UNION MUTUAL LIFE INSURANCE COMPANY), a Maine corporation, whose mailing address is 2211 Congress Street, Portland, Maine 04102 ("Seller"), and GAIL MASON, DVM and MARK MASON, DVM or their assignee, individuals with a mailing address of 257 Bath Road, Bath, Maine 04530 ("Purchaser").

1. PROPERTY.

The Seller agrees to sell and the Purchaser agrees to purchase the following described real estate and improvements (collectively, the "Premises").

A certain lot or parcel of land with all buildings and other improvements to such land thereon located at 13 Blueberry Road in Portland, Maine, which property is more particularly described in the following deeds: (1) deed from Harry A. Harmon, Sr. and George H. Hutchins to Community Insurance Company dated June 22, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2962, Page 582; and (2) deed from Unionmutual Stock Life Insurance Co. of America f.k.a. Unionmutual Life Insurance Company of America f.k.a. Community Life Insurance Company to Union Mutual Life Insurance Company dated December 15, 1978 and recorded in said Registry in Book 4357, Page 29; together with easement in common with others for the purpose of ingress and egress with restrictions on the use as described therein from Maine Turnpike Authority to Community Life Insurance Company dated December 8, 1966 and recorded in said Registry in Book 4355, Page 348; and subject to: (i) current state and local property taxes which are not yet due and owing and assessments which are not delinquent or subject to penalty; (ii) zoning regulations and restrictive covenants and easements of record which do not materially detract from the value or use of the property; (iii) such other matters affecting title, such as easements, covenants, restrictions, rights-of-way, consents and other encumbrances which do not materially and adversely affect the use or the marketability of the Premises; and (iv) the following restrictions: (a) that no building shall be erected within 30 ft. of the side and rear lines of the Premises; (b) there shall be no free standing signs upon any part of the Premises without the express written consent of Harry A. Harmon, Sr. and George M. Hutchins, their heirs, executors, administrators, trustees, or other personal representatives, so called; (c) no open storage shall be permitted upon the grounds at any time; and (d) the Purchaser shall provide for offstreet parking sufficient for its own needs upon the Premises.

2. PURCHASE PRICE; DEPOSITS; ESCROW.

The total Purchase Price for the Premises shall be Four Hundred Five Thousand Dollars (\$405,000.00) and shall be payable as follows:

(i) An earnest money deposit in the amount of Twenty Thousand Dollars (\$20,000.00) shall be deposited with Ram Harnden Commercial Real Estate Services, whose address is 119 Middle Street, Portland, Maine 04101 (the "Escrow Agent"), upon execution of this Agreement (the "Deposit"). The balance of the Purchase Price shall be paid at closing by wire transfer, bank or certified check drawn on a local bank.

(ii) The Escrow Agent shall hold the Deposit subject to the terms of this Agreement in an interest bearing account pending closing. The Deposit and all interest earned thereon shall be credited to Purchaser at closing. Interest on the Deposit shall be payable to whichever party is entitled to receive the Deposit. The Deposit shall be applied to the purchase price at Closing or shall be paid to Seller, unless Buyer shall be entitled to the return of the Deposit pursuant to an express provision hereof. If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. Escrow Agent also is authorized to return the Deposit to Buyer, without any notice to Seller, in the event Buyer elects to cancel this Agreement as a result of its review concerning the Premises during the Buyer's Inspection Period. If Escrow Agent does receive such written objection within such ten (10) day period or in the event of a dispute, the Escrow Agent at its option may either (1) refuse to release the Deposit without a written release signed by both parties consenting to its disposition or (2) after providing thirty (30) days' written notice to both parties, release the Deposit to a court of competent jurisdiction and be relieved of all duties as Escrow Agent. Seller and Purchaser shall hold the Escrow Agent harmless from damages, losses or expenses arising out of this Agreement.

2A. PURCHASE OF PREMISES AND IMPROVEMENTS "AS IS".

As a material part of the consideration for this Agreement, Purchaser represents to Seller to Seller that Purchaser knows, has examined, and has investigated (or, prior to the closing, shall know, shall have examined, and shall have investigated) to Purchaser's satisfaction, operating information, environmental condition, physical nature and condition of the Premises, improvements on the Premises, and fixtures and appurtenances annexed to Premises, and the personal property, if any, agreed to be transferred to Purchaser. Purchaser agrees to take the Premises "AS IS", with all latent and patent defects and no warranty by Seller that the Premises are fit for a particular purpose. Purchaser takes the Premises with the agreement that, except as set forth in this Section 2A, there are no express or implied warranties or representations by Seller as to its physical condition, quality of construction or workmanship, or any other matter. Furthermore, Seller makes no agreement to alter, repair, or improve the Premises, provided that from and after completion of the Inspection

Period set forth in Section 6 below, Seller shall not materially alter the Premises. The burden of proof shall be on the Purchaser to show any such material alteration. Provisions in this Section 2A shall survive closing.

3. **SELLER'S ACCEPTANCE.**

Seller's acceptance shall be given on or before **Friday, April 7, 2000 at 1:00 p.m.**

4. **PRORATIONS, ADJUSTMENTS, AND COSTS.**

Seller and Purchaser shall prorate as of the Closing Date (as defined in Section 9 below): real estate taxes based on the municipality's current tax year, any private assessments associated with the Premises and fuel oil. Purchaser and Seller will each pay their fifty percent (50%) share of the transfer tax as required by the State of Maine. Purchaser shall pay the cost of recording the instruments conveying title and all costs associated with any title insurance, survey, and other closing charges incurred by Purchaser.

5. **CONVEYANCE; TITLE.**

Seller shall convey the Premises to the Purchaser in fee simple by good and sufficient **Quitclaim Deed With Covenant**. The Deed shall convey good and marketable title to the Premises, in accordance with the Standards of Title adopted by the Maine Bar Association, free and clear of all encumbrances, mortgages and liens except covenants, conditions, easements and restrictions of record which do not adversely affect the continued use of the Premises for its continued use as a warehouse and subject to: (i) current state and local property taxes which are not yet due and owing and assessments which are not delinquent or subject to penalty; (ii) zoning regulations and restrictive covenants and easements of record which do not materially detract from the value or use of the property; (iii) such other matters affecting title, such as easements, covenants, restrictions, rights-of-way, consents and other encumbrances which do not materially and adversely affect the use or the marketability of the Premises and (iv) the following restrictions: (a) that no building shall be erected within 30 ft. of the side and rear lines of the Premises; (b) there shall be no free standing signs upon any part of the Premises without the express written consent of Harry A. Harmon, Sr. and George M. Hutchins, their heirs, executors, administrators, trustees, or other personal representatives, so called; (c) no open storage shall be permitted upon the grounds at any time; and (d) the Purchaser shall provide for offstreet parking sufficient for its own needs upon the Premises. Seller shall deliver to Purchaser the title to the Premises which is insurable by a national title insurance company at normal premium rates on the ALTA form currently in use, subject on to the exclusions set forth in the policy jacket. Should the title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of the defect(s) to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect(s) are not corrected so that there is a marketable title, the Purchaser may, within 7 days thereafter, at

Purchaser's option, declare this Agreement null and void and be entitled to a return of the earnest money and be relieved from all obligation hereunder.

6. INSPECTION PERIOD.

This Agreement is subject to the following inspections with results being satisfactory to Purchaser in all respects:

| Type of Inspection: | Yes | No | |
|-------------------------------------------------------------------------------------------------------------------------|----------|----------|--------------------------------------------|
| a. General Building | <u>x</u> | — | within <u>30</u> days from Effective Date |
| b. Sewage Disposal | <u>x</u> | — | within <u>30</u> days from Effective Date |
| c. Radon Air Quality | — | <u>x</u> | within <u> </u> days from Effective Date |
| d. Radon Water Quality | — | <u>x</u> | within <u> </u> days from Effective Date |
| e. Asbestos | <u>x</u> | — | within <u>30</u> days from Effective Date |
| f. Water | — | <u>x</u> | within <u> </u> days from Effective Date |
| g. Environmental Review | <u>x</u> | — | within <u>30</u> days from Effective Date |
| Type of Inspection cont.: | Yes | No | |
| h. Wetlands | <u>x</u> | — | within <u>30</u> days from Effective Date |
| i. Financial feasibility of Renovation and expansion of the building to Purchaser's satisfaction. | <u>x</u> | — | within <u>14</u> days from Effective Date |
| j. This Agreement is subject to Purchaser determining that the site is properly zoned for a veterinary clinic. | <u>x</u> | — | within <u>14</u> days from Effective Date |

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to Purchaser, Purchaser may, by notifying Seller in writing within the specified number of days, declare this Agreement null and void and the Deposit shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. **Seller shall have the right to continue to market the Premises and accept back-up contracts during the initial 14 day inspection period, however, any right of termination during said period is exclusive to the Purchaser.**

Subject to the requirement of 48 hour advance telephone notice to Ed Robidoux, Seller's Facilities Management Director, Buyer shall have access, during normal business hours to inspect the Premises and make visible inspection and other reasonable evaluations of the Premises provided that the activities shall not damage the Premises. Seller shall have the right but not the obligation to have a representative present at each inspection. Buyer shall keep the Premises free of all liens in connection with its inspection of the Premises or shall remove any liens immediately upon being notified of them. Buyer agrees to indemnify, defend and hold Seller harmless from all damage, loss or claims relating directly or indirectly to any physical damage to the Premises resulting from inspections or studies of the Premises made by Buyer or its agents, which indemnity shall survive Closing. Buyer agrees to provide Seller with copies of each of the reports completed regarding the Premises.

7. **PURCHASER'S ACCESS TO THE PREMISES.**

The Seller hereby grants to the Purchaser the right, at the Purchaser's sole cost, to enter upon the Premises, with such advisors, inspectors or other agents as Purchaser deems appropriate, for the purpose of testing for hazardous materials and to permit the inspections contemplated by this Agreement.

8. **FINANCING CONTINGENCY.**

INTENTIONALLY DELETED.

9. **CLOSING.**

The transaction shall be closed with the delivery of the deed and the execution of all necessary documents to effectuate the terms of this Agreement **on or before Tuesday, June 6, 2000 (the "Closing Date")**. Full possession of the Premises will be given immediately upon transfer of title, unless otherwise agreed to in writing by both Purchaser and Seller. Seller to deliver Premises broom clean, **free of tenants**, personal property, and debris at closing. Purchaser may do a walk through inspection of the Premises within 48 hours prior to closing to ascertain that the Premises are in substantially the same condition as of the date of this Agreement, reasonable wear and tear excepted. In addition to delivery of the deed Seller shall deliver to Purchaser evidence of its authority to convey the Premises to Purchaser in accordance with this Agreement and each party shall deliver to the other such documents, certificates and the like as may be required herein, by Purchaser's title company, or as may be required by law.

10. **RISK OF LOSS.**

Risk of loss or damage to the Premises by fire or otherwise until delivery of the deed is assumed by the Seller. Seller shall keep the Premises insured against fire and other extended coverage risks until the closing. In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or substantially damaged, Purchaser may either, (i) terminate this Agreement and receive back the Deposit, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same and without reduction in the purchase price.

11. **BROKERS.**

Ram Harnden Commercial Real Estate Services and its associate Roxane A. Cole represent Seller exclusively (the "Listing Agent"). Malone Commercial Brokers, Inc. and its associate Joe Malone represent Buyer exclusively (the "Selling Agent"). (Collectively, the Listing Agent and the Selling Agent are hereinafter called the "Brokers".) The Seller warrants and represents that it will pay the Brokers' commission and that it has not dealt with any other broker, finder or similar person

concerning the sale of the Premises other than the Listing Agent. In the event of any brokerage claims against Purchaser by anyone claiming to be the Seller's broker, Seller agrees to defend the same and indemnify Purchaser against such claim. The Purchaser warrants and represents to Seller that it has not dealt with any other broker, finder or similar person concerning the purchase of the Premises other than the Selling Agent. In the event of any brokerage claims against Seller by anyone claiming to be Purchaser's broker other than the Brokers, Purchaser agrees to defend the same and indemnify Seller against such claim.

12. DEFAULT.

(a) In the event of a default by the Purchaser, Seller's sole remedy shall be retention of the Earnest Money Deposit as liquidated damages as a result of such failure, whereupon this Agreement shall be deemed terminated and neither party shall have any claim against the other by reason of this Agreement. Purchaser acknowledges that Seller's damages because of Purchaser's failure to perform are difficult to ascertain and agrees that the amount of the Deposit represents a reasonable estimate of the minimum amount of Seller's damage as a result thereof.

(b) In the event of a default by Seller, Purchaser may either: (1) terminate this Agreement and receive its Earnest Money Deposit; or, (2) bring an action against the Seller for specific performance under this Agreement. Purchaser may maintain no other action against the Seller (i.e. for actual, consequential or punitive damages, or otherwise).

13. SELLER'S REPRESENTATIONS AND WARRANTIES.

(a) Seller represents and warrants to Buyer that the following statements are true on the Effective Date and shall be true on and as of the Closing Date:

(i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine and has all requisite corporate power and authority to own, operate, sell and lease its properties and to carry on its business as presently conducted. Seller has all requisite corporate power and authority to execute and deliver, and perform its obligations under this Agreement

(ii) The execution and delivery of this Agreement and performance by Seller of its obligations hereunder, and all transactions contemplated hereby, have been duly and validly authorized by the Board of Directors and shareholders of the Seller and by all other necessary corporate action. This Agreement has been duly executed and delivered on behalf of Seller, by duly authorized officers of Seller, and this Agreement constitutes the valid and binding obligations of Seller, enforceable in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or similar laws, from time to time in effect affecting creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.

13A. NO REPRESENTATIONS OR WARRANTIES OUTSIDE AGREEMENT.

This Agreement is the entire Agreement of the parties, and Purchaser agrees that neither Seller nor its representatives has made any representation regarding the subject matter of this sale, including representations as to the physical nature or condition of the land, the improvements, the fixtures or appurtenances annexed thereto, or the personal property, if any, to be transferred to Purchaser, except as expressly stated in this Agreement. Furthermore, Purchaser agrees that in performing under this Agreement, it has not and shall not rely upon any statement or information from anyone claiming to represent Seller, and Seller is not and shall not be liable or bound by any such statement and/or information.

14. COUNTERPARTS.

This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

15. ASSIGNMENT.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Neither party may assign its rights in and to this Agreement without the prior written consent of the other party, except (1) Seller may assign its rights to any affiliate of UNUM Life Insurance Company of America; (2) a merger of UNUM Life Insurance Company of America with another company shall not be considered an assignment; and (3) Purchaser may assign its rights to an entity in which the Purchaser owns all or a majority of the interest.

16. ENTIRE AGREEMENT.

This Agreement completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation. Neither party is relying on any statement or representations not contained in this Agreement made by the other or on their behalf. This Agreement will be construed according to the laws of the State of Maine.

17. WITHHOLDING.

Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale proceeds unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

SELLER:

UNUM LIFE INSURANCE COMPANY OF AMERICA f.k.a.
UNIONMUTUAL STOCK LIFE INSURANCE COMPANY OF
AMERICA f.k.a. UNIONMUTUAL LIFE INSURANCE COMPANY
OF AMERICA, f.k.a. COMMUNITY LIFE INSURANCE
COMPANY, SUCCESSOR BY MERGER TO UNUM LIFE
INSURANCE COMPANY (f.k.a. UNION MUTUAL LIFE
INSURANCE COMPANY)

By: [Signature]
Name: Shelley Street Carol
Title: Account Vice President
EIN: 01-0778678

PURCHASER:

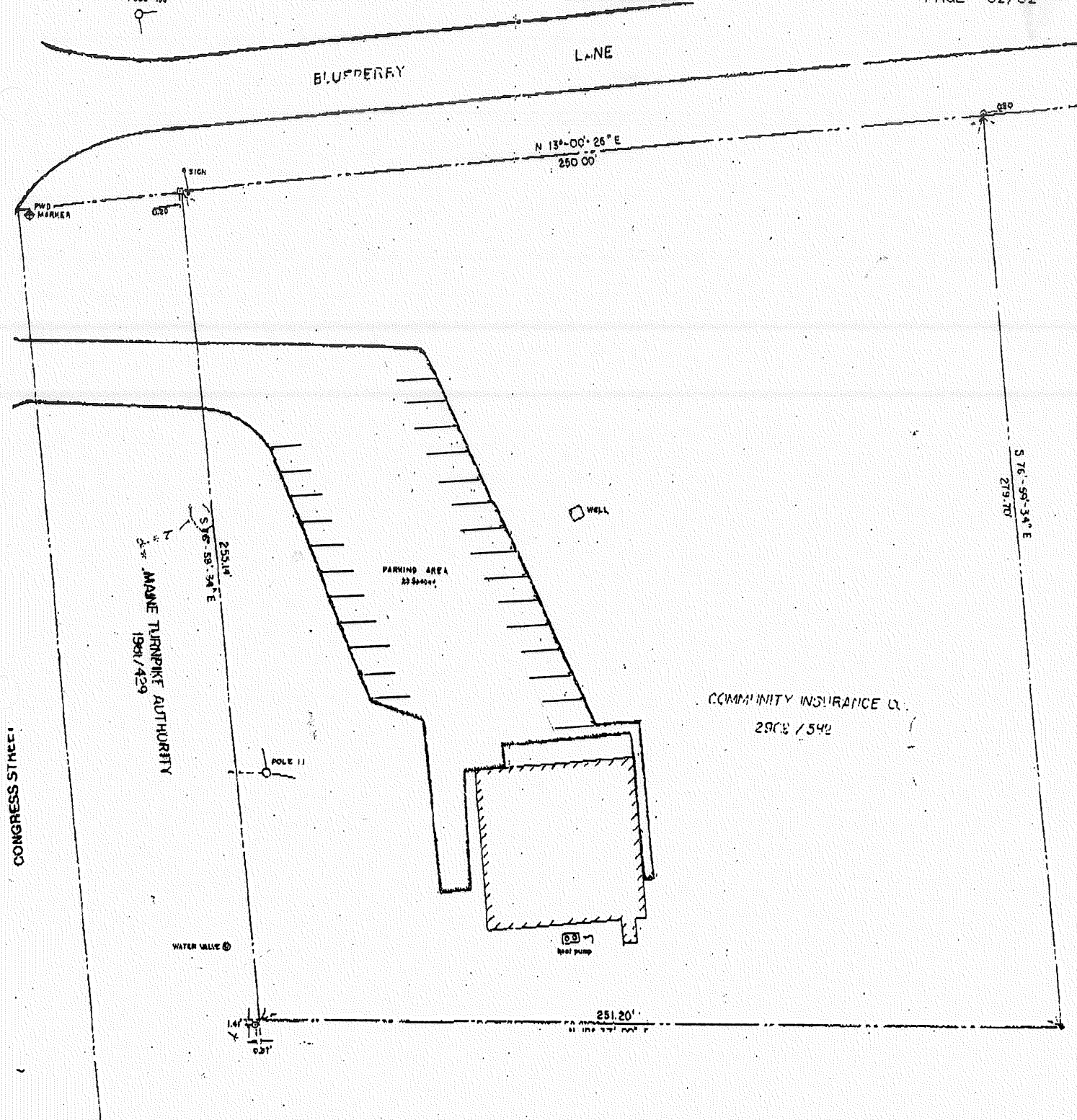
[Signature]
Gail Mason, DVM
SSN: 040-50-7650

[Signature]
Mark Mason, DVM
SSN: 004-60-8576

ESCROW AGENT: RAM HARNDEN COMMERCIAL REAL ESTATE SERVICES

By: _____
Name: Roxane Cole
Title: Broker

BY THE SELLER AND PURCHASER



COMMUNITY INSURANCE CO.
2902 / 542

TOTAL AREA: 67,540 SQ FT ±, 1.55 ACRES ±

| | |
|------------------------------------------------------------------------------------------------------------|-----------------|
| PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR UNIONMUTUAL LIFE INSURANCE CO. PORTLAND, MAINE | |
| Owen Haskell, Inc. Civil Engineers South Portland, Maine | |
| Drawn By: R. PARKER | Date: 3/5/1999 |
| Trace By: R. PARKER | Scale: 1" = 20' |
| Checked By: | Drawn By: |
| Blk No: 637 P | |

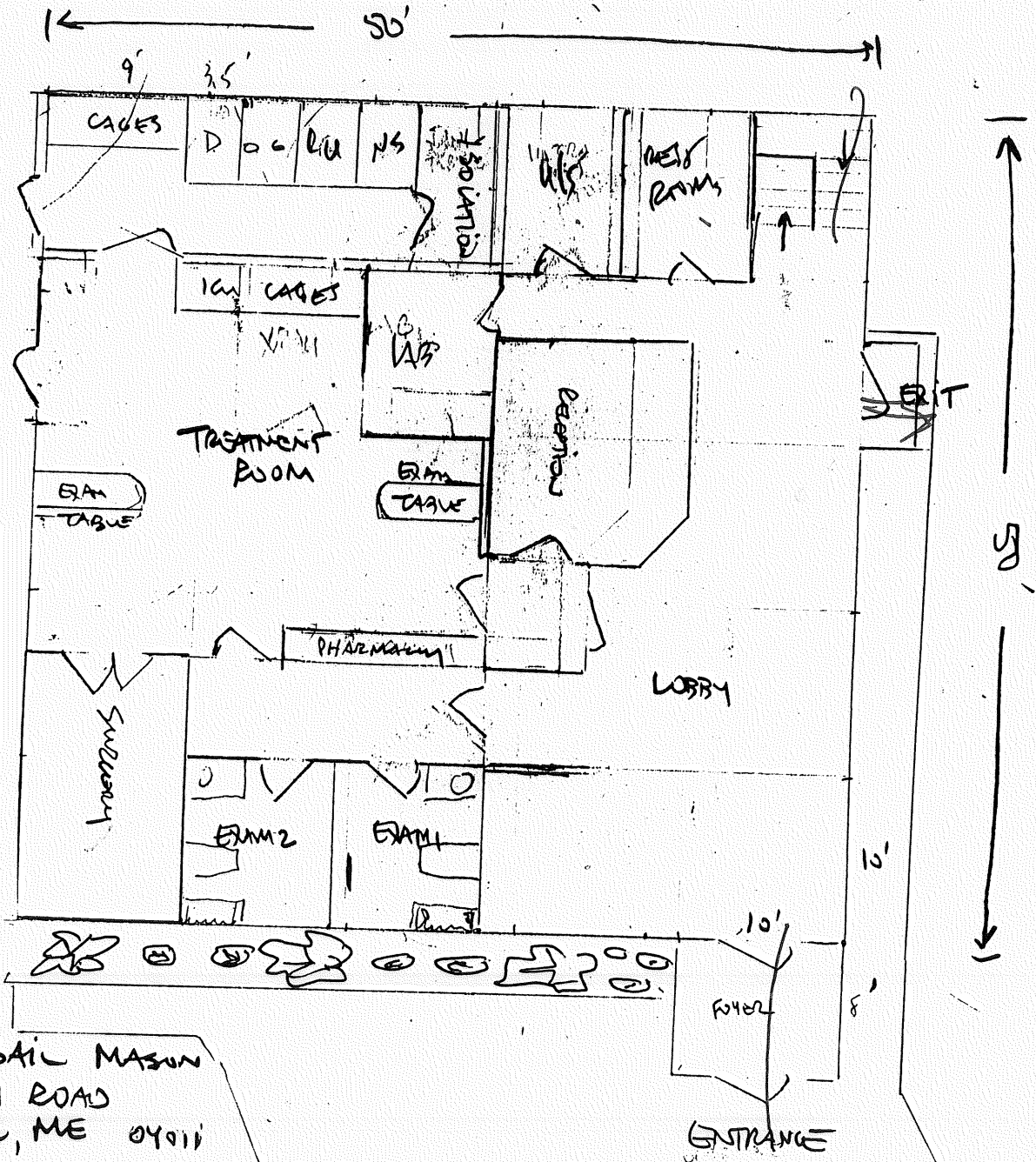
PROPOSED FLOOR PLAN

R2

PORTLAND VETERINARY SPECIALISTS

13 BLUEBERRY ROAD
PORTLAND, ME

2500R



MARK + GAIL MASON
257 BATH ROAD
BRUNSWICK, ME 04011

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.

NOTEIf you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.**

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------|
| Location/Address of Construction (include Portion of Building): 13 BLUEBERRY ROAD RETURN, ME | | |
| Total Square Footage of Proposed Structure: 3745 | Square Footage of Lot: 67,540 | 1.52 ACRES |
| Tax Assessor's Chart, Block & Lot Number Chart# 237 Block# B Lot# 11 | Owner: MARK & GAIL MASON (SELLER UNUM PROVIDENT CORPORATION) | Telephone#: 207-729-4164 |
| Owner's Address: Dr Gail MASON 257 BATH ROAD BRUNSWICK, ME 04011 7294164 | Lessee/Buyer's Name (If Applicable): SEE ABOVE | Cost Of Work: \$ Fee: 30.00 |
| Proposed Project Description: (Please be as specific as possible) CHANGE OF USE FROM OFFICE/TRAINING FACILITY TO VETERINARY HOSPITAL, COMPANION (SMALL) ANIMALS, SPECIALTY GROUP ONLY INCLUDING SURGERY, ULTRASOUND, CHEMOTHERAPY, I3' INJECTION FELINE HYALURONIDIN THERAPY AND XRAY | | |
| Contractor's Name, Address & Telephone: MONAGHAN WOODWORKING BATH ME 775-2083 Rec'd By U/S | | |
| Current Use: UNUM STAFF TRAINING/SEMINAR FACILITY - office bldg - | Proposed Use: VETERINARY HOSPITAL | |

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 - Show Parking

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 floor plans ok for change of use show dimension

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: <i>[Signature]</i> | Date: 4/11/00 |
|--------------------------------------------|---------------|

Building Permit Fee: \$30.00 for the 1st \$1000 cost plus \$6.00 per \$1,000.00 construction cost thereafter. Additional Site review and related fees are attached on a separate addendum

➔

LAND USE - ZONING REPORT

ADDRESS: 13 Blueberry Rd DATE: 4/19/00
REASON FOR PERMIT: changed use from office to Veterinary Hospital
BUILDING OWNER: Mark & Gail MASOUBLI 237-B-11
PERMIT APPLICANT: owners

APPROVED: with conditions DENIED: _____

#1, #11, #12, #13, #14,
#15, #16

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the _____ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc.
11. Other requirements of condition All conditions LAID out on page

TWO (#12, #13, #14, #15, #16) shall be met

Marge Schmuckal

Marge Schmuckal, Zoning Administrator

12. The veterinarian office use shall be limited to the treatment of cats, dogs and other small domestic animals only and services related to such treatment.
13. All structures or pens for housing or containment of animals shall be located within a completely enclosed structure.
14. The building in which animals are treated or kept shall have mechanical air exchange and cooling systems that are adequate to maintain such structure, including pens and runs, at an interior temperature that is adequate to prevent the need for ventilation from open windows. Ventilation from open windows shall not be permitted.
15. shall provide to the Zoning Administrator documentation from a licensed professional engineer or a licensed architect that the structure in which the veterinary hospital is to be located has sufficient sound insulation to ensure compliance with a seventy (70) decibel limit using the noise measurement standards of Section 14-252(C), as measured at the property line, *between 7:00 AM and 10:00 pm - And 55 dBAs between 10:00 pm And 7:00 AM.*
16. No waste of any type shall be stored outside of the existing structure.

Mary Schmuckel

BUILDING PERMIT REPORT

DATE: 11 APRIL 2009 ADDRESS: 13 Blueberry Rd CBL: 237-B-011

REASON FOR PERMIT: Change of use From office To Veterinary Hospital

BUILDING OWNER: Mark & Gail Mason

PERMIT APPLICANT: CONTRACTOR Owner

USE GROUP: B CONSTRUCTION TYPE: 2B CONSTRUCTION COST: PERMIT FEES: \$30,000

The City's Adopted Building Code (The BOCA National Building code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: #1, #22, #23, #27, #34, #31

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

Handwritten signature/initials

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/1999), 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

- X 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)
- X 21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- 22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- X 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/1999)
- 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 and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- X 27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 28. All requirements must be met before a final Certificate of Occupancy is issued.
- 29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
- 30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- (31) Please read and implement the attached Land Use Zoning report requirements. *See Attached*
- 32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
- 33. Bridging shall comply with Section 2305.16.
- X 34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
- X 35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).

[Signature]
 P. Samuel Hobbes, Building Inspector
 Lt. McDougall, PFD
 Marge Schruckal, Zoning Administrator
[Signature]

PSH 1/26/00

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

***THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD.

****CERTIFICATE OF OCCUPANCY FEE \$50.00

**** ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD T.2000, OR EQUIVALENT.