

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 10-0847	Issue Date:	CBL: 327 B004001
-----------------------	-------------	---------------------

Location of Construction: 1854 FOREST AVE	Owner Name: Gabriel Zappia	Owner Address: 18 Cottage Lane	Phone:
Business Name:	Contractor Name: John Hoefuagles	Contractor Address: 136 Stanford South Portland	Phone 2077673222
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-2

Past Use: Grange Hall	Proposed Use: Mixed Use -Karate Studio, Office & 2 apartments on ground floor /Change of use from Grange Hall to Karate Studio, Office & 2 apartments on ground floor	Permit Fee: \$1,795.00	Cost of Work: \$170,000.00	CEO District: 5
Proposed Project Description: Change of use from Grange Hall to Karate Studio, Office & 2 apartments on ground floor		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
		Signature:		Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: Date:				

Permit Taken By: Idobson	Date Applied For: 07/19/2010	<b>Zoning Approval</b>		
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..	<b>Special Zone or Reviews</b> <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"/>  Date:	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <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  Date: <i>Asu</i>	

**CERTIFICATION**

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

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

**Ann Machado - RE: 1844 Forest**

---

**From:** "John Ossie" <johno@fmccadd.com>  
**To:** AMACHADO@portlandmaine.gov  
**Date:** 10/19/2010 3:48 PM  
**Subject:** RE: 1844 Forest

Thanks for the help Ann

Regards,

John Ossie - President  
FMC CADD

(p)207-878-8511  
(c)207-329-6499

New England's Architectural, Engineering, and Construction Support Services

Join our Linkedin Architectural, Engineering and Construction Professionals Network

**From:** Ann Machado [mailto:AMACHADO@portlandmaine.gov]  
**Sent:** Tuesday, October 19, 2010 3:32 PM  
**To:** John Ossie  
**Subject:** Re: 1844 Forest

John -

Planning makes the decision whether an applicant can apply for administrative authorization or if they need to apply for a level I minor residential site plan. You need to submit your application to the planning division. If you have any questions, you should contact Barbara Barhydt at 874-8699 or [bab@portlandmaine.gov](mailto:bab@portlandmaine.gov).

Ann Machado  
Zoning Specialist  
(207) 874-8709

>>> "John Ossie" <johno@fmccadd.com> 10/19/2010 11:40 AM >>>  
Hi Anne,

I have a big problem. Due to a misunderstanding this project was not properly submitted for site review. I believe that this project meets the requirements of Administrative Authorization as defined under 14-523. There are no new curb cuts or parking spaces. The facility has a permitted self contained waste disposal system, there are no external changes to the facility and no increase in the footprint. There are probably less required parking spaces with the conversion of the basement to (2) apartments. The existing ground is a hardened gravel surface which was used for parking by the Grange Hall. There are no changes in the landscaping and buffer areas which exist between the facility and the adjacent street, and the residential development behind the property.

I am not asking anyone to circumvent the system I just want to see if this can be expedited in any way. I know that there is a weekly meeting tomorrow morning where these issues are discussed.

I am going to bring the plan up this afternoon for submission.

If there is anything anyone can do push this along I would greatly appreciate it.

thanks

Regards,

John Ossie - President  
FMC CADD

(p)207-878-8511  
(c)207-329-6499

New England's Architectural, Engineering, and Construction Support Services

Join our Linkedin Architectural, Engineering and Construction Professionals Network

## Ann Machado - Re: 1854 Forest Ave - Grange Hall

---

**From:** Ann Machado  
**To:** Barbara Barhydt  
**Date:** 8/2/2010 10:57 AM  
**Subject:** Re: 1854 Forest Ave - Grange Hall

I finished reviewing the plans for this application, and they are also adding a office to the third floor. That would put the change of use over 5,000 sf from my calculations. I called the applicant, Gabriel Zappia and told him that the two dwelling units would be a minor site plan and to call you if he has questions.

Ann

>>> Barbara Barhydt 8/2/2010 9:21 AM >>>

No. They came in one time to explore options, but they have never applied for a site plan review.

>>> Ann Machado Monday, August 02, 2010 9:15 AM >>>

Has there been any kind of site plan application for this address? The use is changing from a grange hall to a karate studio & office on the main floor (2500 sf) & two dwelling units on the ground floor.

Ann





# General Building Permit Application

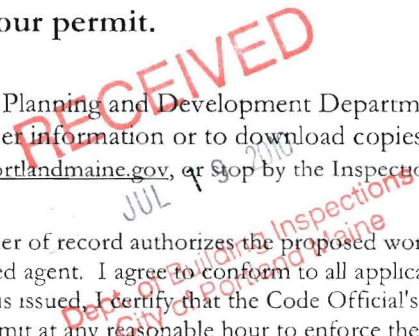
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>1844 Forest Ave (1854)</u>		
Total Square Footage of Proposed Structure/Area <u>4,200 SF</u>	Square Footage of Lot <u>29,621 SF</u>	
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>327      B      45</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Gabriel Zappia</u> Address <u>18 Cottage Ln</u> City, State & Zip <u>Cape Eliz, ME 04107</u>	Telephone: <u>615-1399</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>170,000</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>1795</u>
Current legal use (i.e. single family) <u>Community Center Vacant</u> If vacant, what was the previous use? <u>Community Center A-3</u> Proposed Specific use: <u>Business, Residential R-2</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>Convert existing Grange Hall Community Center (now vacant) into Home Studio with small office space on main floor and (2) apartment on ground floor</u>		
Contractor's name: <u>John Hoefuegler</u> Address: _____ City, State & Zip <u>South Portland</u> Telephone: <u>767-3222</u> Who should we contact when the permit is ready: <u>Gabriel Zappia</u> Telephone: <u>615-1399</u> Mailing address: _____		

**Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: [Signature] Date: 7-19-10

This is not a permit; you may not commence ANY work until the permit is issue

Applicant: Gabriel Zappia

Date: 8/2/0

Address: 18 54 Forest Ave

C-B-L: 327-13-024

CHECK-LIST AGAINST ZONING ORDINANCE

Date - built

Zone Location - B-2

Interior or corner lot

Proposed Use/Work - change of use from Garage/Work to work studio <sup>software</sup> on main floor & 2 dr living mud floor.

Sewage Disposal - private

Lot Street Frontage - none residential / 50' for commercial.

Front Yard -

Rear Yard -

- work studio - personal service OK

- office OK

Side Yard -

- 2 dwellings OK

Projections -

Width of Lot -

Height -

Lot Area - <sup>existing</sup> 39,021 sq ft - none required for residential; 10,000 sq ft OK non residential

Lot Coverage Impervious Surface 90% residential / 80% Commercial.

Area per Family - 3000 sq ft OK - based on R-5 zone (closest abutting) section 14-185(a)(5)(b)

\* Off-street Parking - 2 spaces for dwellings,  $\frac{2773.75}{2441.25} = 400 = 69$  parking spaces need to be off OK - ~~2 spaces~~

Loading Bays -

Site Plan -

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 6 - zone X

\* total floor area  $2394.99 + 2441.25 + 332.5 = 5168.74$



# Certificate of Design Application

From Designer: John Ossie  
 Date: 07/19/10  
 Job Name: 1844 Forest Ave Re-model  
 Address of Construction: 1844 Forest Ave

## 2003 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year IBC 2003 Use Group Classification (s) B, R-2  
 Type of Construction Type V  
 Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC No  
 Is the Structure mixed use? Yes If yes, separated or non separated or non separated (section 302.3) separated  
 Supervisory alarm System? No Geotechnical/Soils report required? (See Section 1802.2) No

### Structural Design Calculations

\_\_\_\_\_ Submitted for all structural members (106.1 – 106.11)

### Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### Wind loads (1603.1.4, 1609)

\_\_\_\_\_ Design option utilized (1609.1.1, 1609.6)  
 \_\_\_\_\_ Basic wind speed (1809.3)  
 \_\_\_\_\_ Building category and wind importance Factor,  $I_w$ ,  
 table 1604.5, 1609.5)  
 \_\_\_\_\_ Wind exposure category (1609.4)  
 \_\_\_\_\_ Internal pressure coefficient (ASCE 7)  
 \_\_\_\_\_ Component and cladding pressures (1609.1.1, 1609.6.2.2)  
 \_\_\_\_\_ Main force wind pressures (7603.1.1, 1609.6.2.1)

### Earth design data (1603.1.5, 1614-1623)

\_\_\_\_\_ Design option utilized (1614.1)  
 \_\_\_\_\_ Seismic use group ("Category")  
 \_\_\_\_\_ Spectral response coefficients,  $S_D$  &  $S_{D1}$  (1615.1)  
 \_\_\_\_\_ Site class (1615.1.5)

\_\_\_\_\_ Live load reduction  
 \_\_\_\_\_ Roof live loads (1603.1.2, 1607.11)  
 \_\_\_\_\_ Roof snow loads (1603.7.3, 1608)  
 \_\_\_\_\_ Ground snow load,  $P_g$  (1608.2)  
 \_\_\_\_\_ If  $P_g > 10$  psf, flat-roof snow load  $P_f$   
 \_\_\_\_\_ If  $P_g > 10$  psf, snow exposure factor,  $C_e$   
 \_\_\_\_\_ If  $P_g > 10$  psf, snow load importance factor,  $I_f$   
 \_\_\_\_\_ Roof thermal factor,  $C_t$  (1608.4)  
 \_\_\_\_\_ Sloped roof snowload,  $P_s$  (1608.4)  
 \_\_\_\_\_ Seismic design category (1616.3)  
 \_\_\_\_\_ Basic seismic force resisting system (1617.6.2)  
 \_\_\_\_\_ Response modification coefficient,  $R_f$  and  
 deflection amplification factor  $C_d$  (1617.6.2)  
 \_\_\_\_\_ Analysis procedure (1616.6, 1617.5)  
 \_\_\_\_\_ Design base shear (1617.4, 1617.5.1)

### Flood loads (1803.1.6, 1612)

\_\_\_\_\_ Flood Hazard area (1612.3)  
 \_\_\_\_\_ Elevation of structure

### Other loads

\_\_\_\_\_ Concentrated loads (1607.4)  
 \_\_\_\_\_ Partition loads (1607.5)  
 \_\_\_\_\_ Misc. loads (Table 1607.8, 1607.6.1, 1607.7,  
 1607.12, 1607.13, 1610, 1611, 2404)





# Accessibility Building Code Certificate

Designer: John Ossie / Fmc CAD

Address of Project: 1844 Forest Ave

Nature of Project: Convert existing community ctr (vacant)  
into small private studio, offices and (2)  
ground floor apt.

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.

Signature: \_\_\_\_\_

Title: Owner

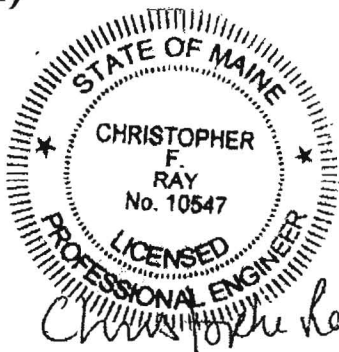
Firm: Down East Structural

Address: 5 Oak Street

Cumberland ctr. ME 04021

Phone: 207 829 8015

(SEAL)



For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)





# Certificate of Design

Date:

07/19/2010

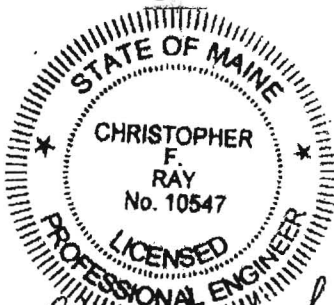
From:

Chris Ray P.E.

These plans and / or specifications covering construction work on:

Re-model of existing community ctr (vacant) located at  
1846 Forest Ave, into new private studio and (2) apartments

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the **2003 International Building Code** and local amendments.



(SEAL)

Signature: \_\_\_\_\_

Title: Owner

Firm: Down East Structural

Address: S Oak St.

Cumberland Ctr. ME, 04021

Phone: 207 829 8015

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)

**ASSIGNMENT OF RIGHTS UNDER  
PURCHASE AND SALE AGREEMENT**

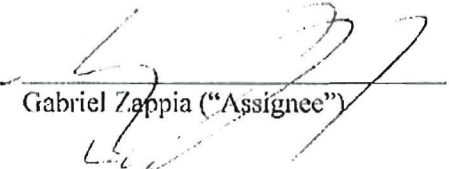
**SAAD ALBESHIR** ("Assignor"), as Buyer under a certain Contract for the Sale of Commercial Real Estate dated August 12, 2009 (the "Contract"), by and between Assignor as the purchaser thereunder, and Maine State Grange (the "Grange") as Seller thereunder, and relating to real estate located at 1844 Forest Avenue, in the City of Portland, Maine (the "Premises"), for [REDACTED] \$ [REDACTED] 00) paid to Assignor in hand by the Assignee hereinafter identified (the "Assignment Consideration);


HEREBY ASSIGNS all of Assignor's rights, interests and obligations under the Contract, and all documents, due diligence and information of the Assignor related to said Premises in any way, including any rights of Assignor in any surveys, engineering and other reports and information of any kind, to the extent assignable by Assignor, together with all rights and choses in action held by Seller with respect to said Contract, further including all of the rights and benefits of Seller arising under or in connection with said Contract, to **GABRIEL ZAPPIA**, an individual with a mailing address of 18 Cottage Lane, Cape Elizabeth, Maine 04107 ("Assignee"), without recourse, and without any representation or warranty, said property and rights being transferred "as is" and "where is," pursuant to the terms and conditions of a certain Purchase and Sale Agreement dated April 22, 2010, by and between Assignor and Assignee, and related to the contemplated assignment of the Contract by Assignor to Assignee. This assignment is absolute and unconditional. All credits due to the purchaser under the Contract shall be credited to the Assignee as new purchaser thereunder.

Assignor hereby further agrees, if so requested by Assignee in writing at any time prior to the closing under the Contract or termination of the Contract, to release back to the Grange any rights held by Assignor under the Contract, provided that the parties agree that if Assignor is so requested by Assignee to release its rights under the Contract to the Grange, the Assignor shall not be required to return or pay any of the Assignment Consideration to Assignee or to anyone else, and shall not have any liability of any kind to Assignee or to anyone else for so doing, or for representing (if so requested by Assignee) that Assignor has any interest remaining under the Contract, notwithstanding this Assignment to Assignee.

Assignor hereby further agrees not to share any information regarding the Premises with the seller of the Premises under the Contract (excluding any information that may already have been so shared), until August 31, 2010, or if Assignee notifies Assignor in writing (at any time, or from time to time, but prior to the closing date under the Contract as previously known to the Seller) of any extension of the closing date under the Contract, the Seller's non-disclosure obligation hereunder shall continue until the occurrence of such extended closing date.

Dated: May 5, 2010.

  
\_\_\_\_\_  
Gabriel Zappia ("Assignee")

  
\_\_\_\_\_  
Saad Albeshir ("Assignor")

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Saad A. Beshir, whose mailing address is PO Box 1036 Portland, ME 04112, (hereinafter called "Purchaser"), this 12th day of August, 2009, the sum of One thousand Dollars (\$ 1,000.00 ) as earnest money deposit toward purchase of real estate located at 1844 Forest Avenue in the city/town of Portland, County of Cumberland, State of Maine, described as follows a one and half story building on a lot of approximately .58 acres and being more fully described at said County's Registry of Deeds in Book 1008, Page 163, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) all appliances in the kitchen

2. PURCHASE PRICE: The total Purchase Price is One hundred seventy-five thousand Dollars (\$ 175,000.00 ), with payment to be made as follows: Earnest money deposit received on this date: \$ 1,000.00 Other: within 5 days \$ 174,000.00 Balance due at closing, in cash or certified funds: \$ 174,000.00

3. EARNEST MONEY/ACCEPTANCE: Po-jo Realty ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until August 17, 2009, at 5 ( ) AM (X) PM. In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before October 19, 2009. If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within 5 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncorrected defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.

5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act quit claim with covenant deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.

6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

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

8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.

9. PRORATIONS: The following items shall be prorated as of the date of closing: a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years. b. Fuel c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing. d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine. e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property. f. no other

Page 1 of 4 Buyer's Initials [Signature] Seller's Initials [Signature]



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

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	___	___	Within <u>15</u> days	i. Lead Paint	___	___	Within _____ days
b. Sewage Disposal	___	___	Within _____ days	j. Pests	___	___	Within _____ days
c. Water Quality	___	___	Within _____ days	k. ADA	___	___	Within _____ days
d. Radon Air Quality	___	___	Within _____ days	l. Wetlands	___	___	Within _____ days
e. Radon Water Quality	___	___	Within _____ days	m. Environmental Scan	___	___	Within _____ days
f. Asbestos Air Quality	___	___	Within _____ days	n. Zoning	___	___	Within _____ days
g. Code Compliance	___	___	Within _____ days	o. Insurance	___	___	Within _____ days
h. Flood Plain	___	___	Within _____ days	p. Other <u>code enforcement</u>	___	___	Within <u>30</u> days

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

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

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within 30 days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than \_\_\_\_\_ % of the purchase price at an initial interest rate not to exceed 7.00% per annum and amortized over a period of not less than 20 years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within 35 days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that \_\_\_\_\_ ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. Bruce Moore ("Selling Agent") is acting as a Buyer's Agent agent in this transaction and is representing Saad Albeghir and that Adrian Griffin ("Listing Agent") is acting as a Seller's agent in this transaction and is representing \_\_\_\_\_ (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

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

SA

Albe





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

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

Legal Name of Purchaser: Osad Albeshir Social Security # or Tax I.D. # \_\_\_\_\_  
Signature: [Handwritten Signature] Name/Title, here unto duly authorized \_\_\_\_\_

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensee the commission for services according to the terms of the listing agreement or if there is no listing agreement the sum of \_\_\_\_\_. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 14th day of August 2009.  
Seller: [Handwritten Signature] Social Security # or Tax I.D. # \_\_\_\_\_  
Signature: \_\_\_\_\_ Name/Title, here unto duly authorized \_\_\_\_\_  
Escrow Agent: \_\_\_\_\_ Name/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

The Listing Agent is Adrian Griffin of Po-Go Realty (Agency)  
The Selling Agent is Bruce Moore of Keller Williams Realty (Agency)  
The Transaction Broker is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

EFFECTIVE DATE OF CONTRACT: August 14, 2009

Copyright © 2002-2007 All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

## BUILDING INSPECTION PERMIT

Permit Number: 100847

Please Read  
Application And  
Notes, If Any,  
Attached

This is to certify that Gabriel Zappia/John Hoefuagles

has permission to Change of use from Grange Hall to Karate Studio, Office & 2 apartments on ground floor

AT 1854 FOREST AVE CBL 327 B004001

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

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

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

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

### OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**



# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

\_\_\_\_\_ 7.19 20 10 \_\_\_\_\_

Received from Gabriel Zappia

Location of Work ARA 1851 1844 TOWN HOUSE

Cost of Construction \$ \_\_\_\_\_ Building Fee: 4,122.00

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: 75

Total: 4,179.50

Building (IL) \_\_\_\_\_ Plumbing (I5) \_\_\_\_\_ Electrical (I2) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other \_\_\_\_\_

CBL: 327-B-4

Check #: 0571 Total Collected \$ 4,179.50

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy



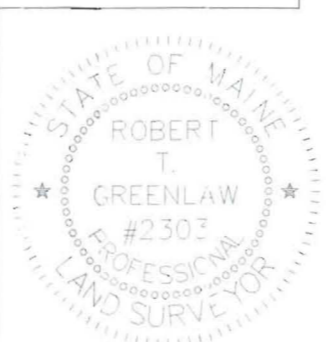


FOREST AVENUE  
PAVED PUBLIC WAY

N/F  
JOHN CHAU  
NEANG PHONG  
BOOK 26148, PAGE 266

33781.4 SQ. FT.  
0.78 ACRES

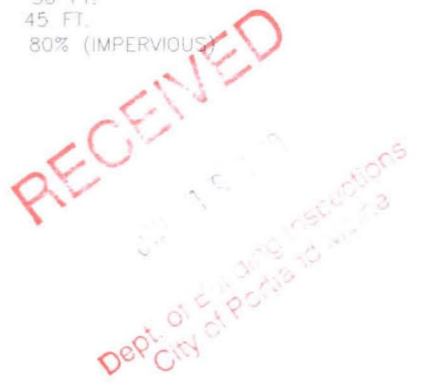
N/F  
WELLESLEY ESTATES LIMITED  
BOOK 18465, PAGE 222



**GENERAL NOTES:**

1. RECORD OWNER OF PARCEL: MAINE STATE GRANGE PATRONS OF HUSBANDRY AS RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS IN BOOK 25530, PAGE 08.
2. BEARINGS ARE BASED UPON A MAGNETIC NORTH OBSERVATION TAKEN ON THE SUBJECT PARCEL WITH A HAND COMPASS ON NOVEMBER 17, 2009. ELEVATIONS ARE BASED UPON AN ASSUMED VALUE ON A SCREW SET IN THE SIDEWALK OF FOREST AVE. LABELED CONTROL POINT #1. SAID ELEVATION WAS ASSUMED AT 100.00 FEET.
3. AREA OF PARCEL: 33781.4 SQ. FT. OR 0.78 ACRES.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
  - a. CITY OF PORTLAND TAX MAPS FOUND ONLINE. SUBJECT LOT SHOWN ON TAX MAP 327-B-LOTS 4&5.

ZONE: B-2  
SETBACKS:  
FRONT: NONE (NGT AVG OF ABUTTERS)  
REAR: 10 FT. (20 FT. IF ABUTTER IS RES.)  
SIDE: NONE (10 FT. IF ABUTTER IS RES.)  
MINIMUM LOT SIZE: NON:  
MINIMUM STREET FRONTAGE: 50 FT.  
MAXIMUM BUILDING HEIGHT: 45 FT.  
MAXIMUM LOT COVERAGE: 80% (IMPERVIOUS)



FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NO. 230051-6C, WHICH BEARS AN EFFECTIVE DATE OF 12/08/98 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

- LEGEND**
- Capped Rebar or Iron Pipe Found
  - △ Survey Instrument Point
  - Abutter Line
  - Property Line
  - Street Line
  - (50.00') Distance from reference plan or deed
  - N/F Now Or Formerly
  - A.G. Above Grade
  - B.G. Below Grade
  - Overhead Utility
  - Utility Pole
  - Edge of paved way
  - Utility Pole
  - Contour Line
  - Proposed Contour Line
  - Existing 8" water line
  - Existing 8" sewer main SDR 35

**SURVEYORS STATEMENT:**  
I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE AS ADOPTED APRIL 01, 2001 WITH THE FOLLOWING EXCEPTIONS:  
a) NO WRITTEN REPORT  
b) NO NEW DESCRIPTION  
c) NO NEW PROPERTY CORNERS.  
DA E-11-17-2009  
ROBERT T. GREENLAW P.L.S.

EXISTING CONDITIONS PLAN  
1854 FOREST AVENUE  
PORTLAND MAINE  
FOR  
CADD DE TECH

DRAWN BY: RTG	CHECKED BY: MMB	SCALE: 1"=30'	DATE OF SURVEY: 11-17-2009	JOB NUMBER: 2009026	SHEET: 1 of 1.
PREPARED BY: <b>OCEAN PARK LAND SURVEYING LLC</b> P.O. BOX 7265 OCEAN PARK, MAINE 04063 207-749-9471 OCEANPARKLLC@GWI.NET					
DRAWER 2009 NO:018					