



May 5, 2014

Mr. William Needelman, AICP
Senior Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

**Subject: 16 Middle Street
Preliminary Site Plan and Subdivision Application**

Dear Bill:

On behalf of Bateman Partners, LLC we are pleased to provide the accompanying package of submission materials related to the proposed mixed-use building at 16 Middle Street. This submission package is intended to meet the City's Preliminary Submission Requirements as outlined in the Level III Application procedures. The proposed project site is located on the southerly corner of the intersection of Middle Street and Hancock Street Extension. The proposed development includes the construction of a five (5) story mixed-use building with retail uses on the ground floor and professional office use on the upper floors.

The development site is located within the City's B-5b Zoning District, and the proposed development complies with the permitted uses within the zone.

The applicant has a purchase option agreement for the project site as well as a lease agreement for parking within the Ocean Gateway Garage. As a result, the proposed site development is confined to the building footprint, utility infrastructure improvements, and restoration/reconstruction of the adjacent sidewalks, etc.

Owen Haskell, Inc. has completed an ALTA Boundary and Topographic Survey Plan for the site that is contained in the site plan set.

The Development Team will include Bateman Partners, LLC and Archetype PA as Architect. Bateman Partners, LLC has completed several commercial and residential projects within southern Maine, including the City of Portland. Bateman Partners, LLC is also known for working collaboratively with neighborhoods and stakeholders to achieve the goals of the project. A public neighborhood informational meeting was previously held by the applicant on April 8, 2014.

Mr. William Needelman
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Accompanying this cover letter are the following materials:

- Site Plan Application
- Section 1: Development Description
- Section 2: Technical and Financial Capacity
- Section 3: Conformity with Applicable Design Standards
- Full and Reduced Sized Plans

You will find in the accompanying materials, information including the Preliminary Site Layout Plan that provides greater detail for the proposed site development activities. Preliminary information pertaining to the project's utilities needs and statements regarding compliance with the City's Standards are contained within this submission.

On behalf of the Bateman Partners, LLC, we look forward to your review of this project and are requesting to be placed on the next available workshop meeting with the Planning Board. Please find one (1) hard copy of the application materials including one set each of 11x17 and full size plans, along with a CD containing PDF files for all submitted materials. If you have any questions regarding these materials or the completeness of the application materials, please contact us within the next five (5) days.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk

Attachments

c: Nathan Bateman – Bateman Partners, LLC
David Lloyd – Archetype, PA



Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to ~~call the Inspections Office at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.~~ **drop off my payment to the Inspections Office**
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

Joseph A. Laverriere, P.E., FST (Authorized Agent)
Applicant Signature:

May 5, 2014
Date:

Joseph A. Laverriere, P.E., FST (Authorized Agent)
I have provided digital copies and sent them on:

May 5, 2014
Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Planning Division

Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours

Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: 16 Middle Street

PROPOSED DEVELOPMENT ADDRESS:

16 Middle Street

PROJECT DESCRIPTION:

Construction of a five story mixed-use building. First floor contains 5,305 s.f. of retail use.

Second through fifth floors contains 42,625 s.f. of office space.

CHART/BLOCK/LOT: 20 / F / 2

PRELIMINARY PLAN 5-5-14 (date)

FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Nathan Bateman Business Name, if applicable: Bateman Partners, LLC Address: P.O. Box 3572 City/State : Portland, ME Zip Code: 04104	Applicant Contact Information Work # 207.772.2992 Home# Cell # 207.332.5498 Fax# 207.772.1881 e-mail: nathan@batemanpartnersllc.com
Owner – (if different from Applicant) Name: Eight Middle Land Company LLC Address: 86 Newbury Street City/State : Portland, ME Zip Code: 04101	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Agent/Representative Contact information Work # 207.775.1121 Cell # 207.749.5088 e-mail: jlaverriere@fstinc.com
Billing Information Name: Nathan Bateman Bateman Partners LLC Address: P.O. Box 3572 City/State : Portland, ME Zip Code: 04104	Billing Information Work # 207.772.2992 Cell # 207.332.5498 Fax# 207.772.1881 e-mail: nathan@batemanpartnersllc.com

Engineer Name: Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Engineer Contact Information Work # 207.775.1121 Cell # 207.749.5088 Fax# 207.879.0896 e-mail: jlaverriere@fstinc.com
Surveyor Name: John Swan Owen Haskell, Inc. Address: 390 U.S. Route 1 City/State : Falmouth, ME Zip Code: 04105	Surveyor Contact Information Work # 207.774.0424 Cell # Fax# e-mail: jswan@owenhaskell.com
Architect Name: David Lloyd Archetype, PA Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	Architect Contact Information Work # 207.772.6022 Cell # Fax# e-mail: lloyd@archetypepa.com
Attorney Name: Ronald Ward Drummond Woodsum Address: 84 Marginal Way, Suite 600 City/State : Portland, ME Zip Code: 04101	Attorney Contact Information Work # 207.772.19410 Cell # Fax# 207.772.3627 e-mail: rward@dwmlaw.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews) <input checked="" type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee) Plan Amendments (check applicable reviews) <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500) The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) <input type="checkbox"/> Traffic Movement (\$1,000) <input checked="" type="checkbox"/> Stormwater Quality (\$250) <input checked="" type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots <u>6</u> x \$25/lot = <u>\$150</u> <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.


Refer to the application checklist for a detailed list of submission requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

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 Planning Authority and Code Enforcement'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.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: AUTHORIZED AGENT  JOSEPH LAVERRIERE FST	Date: May 2, 2014
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April 30, 2014

To Whom It May Concern:

Subject: Agent Authorization Letter

Bateman Partners LLC has retained Fay, Spofford & Thorndike to assist in the preparation of local, state and federal permit applications for the site aspects of a proposed mixed-use building in Portland, Maine. Fay, Spofford & Thorndike is authorized to act as an agent in matters related to these permits.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathan Bateman', with a long horizontal line extending to the right.

Nathan Bateman
Vice President
Bateman Partners LLC

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	12,116 sq. ft.
Proposed Total Disturbed Area of the Site	8,000 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	4,850 sq. ft.
Impervious Area (Total Proposed)	11,700 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	7,250 sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	49,875 sq. ft.
Zoning	
Existing	B-5b
Proposed, if applicable	B-5b
Land Use	
Existing	Vacant Lot
Proposed	Mixed-Use Building (retail/residential)
Residential, If applicable	
# of Residential Units (Total Existing)	N/A
# of Residential Units (Total Proposed)	N/A
# of Lots (Total Proposed)	N/A
# of Affordable Housing Units (Total Proposed)	N/A
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	N/A
# of One-Bedroom Units (Total Proposed)	N/A
# of Two-Bedroom Units (Total Proposed)	N/A
# of Three-Bedroom Units (Total Proposed)	N/A
Parking Spaces	
# of Parking Spaces (Total Existing)	140 (lease agreement)
# of Parking Spaces (Total Proposed)	124
# of Handicapped Spaces (Total Proposed)	N/A
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	22
Estimated Cost of Project	\$8,750,000

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
X		1	Completed Application form
X		1	Application fees
X		1	Written description of project
X		1	Evidence of right, title and interest
X		1	Evidence of state and/or federal approvals, if applicable
X		1	Written assessment of proposed project's compliance with applicable zoning requirements
X		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
X		1	Written requests for waivers from site plan or technical standards, if applicable.
X		1	Evidence of financial and technical capacity
		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
X		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
			Proposed grading and contours;
			Existing structures with distances from property line;
			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
			Preliminary infrastructure improvements;
			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
			Exterior building elevations.

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
		1	* Completed Application form
		1	* Application fees
		1	* Written description of project
		1	* Evidence of right, title and interest
		1	* Evidence of state and/or federal permits
		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
		1	* Evidence of financial and technical capacity
		1	Construction Management Plan
		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
		1	Stormwater management plan and stormwater calculations
		1	Written summary of project's consistency with related city master plans
		1	Evidence of utility capacity to serve
		1	Written summary of solid waste generation and proposed management of solid waste
		1	A code summary referencing NFPA 1 and all Fire Department technical standards
		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Final Site Plans including the following:
			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
			Existing and proposed structures on parcels abutting site;
			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
			Location of all snow storage areas and/or a snow removal plan;
			A traffic control plan as detailed in Section 1 of the Technical Manual;
			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
			Location and proposed alteration to any watercourse;
			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
			Proposed buffers and preservation measures for wetlands;
			Existing soil conditions and location of test pits and test borings;
			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
			Grading plan;
			Ground water protection measures;
			Existing and proposed sewer mains and connections;

- Continued on next page -

		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1



May 5, 2014

Captain Chris Pirone
City of Portland Fire Department
380 Congress Street
Portland, ME 04101

**Subject: 16 Middle Street
Fire Department Site Review Checklist**

Dear Captain Pirone:

In accordance with instructions in the City's Site Plan Review packet, please find enclosed the drawing necessary for your review of the proposed 16 Middle Street project in Portland. As part of the building design, the architect has retained a third party Fire Protection Engineer to review NFPA 101. We have listed each item in your checklist below, followed by our response.

1. *Name, address, telephone number of applicant.*

Bateman Partners LLC
Attn: Nathan Bateman
P.O. Box 3572
Portland, ME 04104
207-772-2992

2. *Name, address, telephone number of architect.*

Project Architect: Archetype PA
48 Union Wharf
Portland, ME 04101
Attn: David Lloyd
207-772-6022

3. *Proposed uses of any structures (NFPA and IBC classification).*

Refer to the attached Code Analysis for the building as provided by Archetype PA.

4. *Square footage of all structures (total and per story).*

Building Footprint Area = 7,250 SF
Five Story Building
Total Floor Area = 49,875 SF

Captain Chris Pirone
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5. *Elevation of all structures.*

The building height is 65'-0". Architectural building elevations accompany this letter and they show the various locations of door openings, etc. around the building perimeter.

6. *Proposed fire protection of all structures.*

The building will have a sprinkler system with additional protection per code. Fire flows and requirements for system storage or booster pumping are subject to the fire system design which will be performed prior to the request for a building permit.

7. *Hydrant locations.*

A fire hydrant is currently located on Middle Street opposite the project site (< 75' from building).

8. *Water main(s) size and location.*

The site will be served by a 4" sprinkler service to be extended into the building off an existing 8" water along Middle Street. A 2" domestic service will also be extended to the building. The building is expected to have internal sprinkler risers and a Siamese fire pump connection on the Middle Street side of the building.

9. *Access to all structures (min. 2 sides).*

The accompanying site plan depicts the site access conditions along Middle Street and Hancock Street extension.

10. *A code summary shall be included referencing NFPA 1 and all fire department technical standards.*

NFPA 1 – Chapter 18 Fire Department Access and Water Supply

18.2 Fire Department Access:

The project site is located in a densely developed area and is fronted by a public street. The following street widths are currently available:

<u>Street</u>	<u>Width</u>
Middle Street	28 FT
Hancock Street Ext	30 FT

Per NFPA 1 – Chapter 18.2.3.3.1, there will be public street access within 50 ft. of at least one exterior door. Per NFPA 1 – Chapter 18.2.3.2.2.1, all first story floors shall be located not more than 450 ft. from a Fire Department access road.

Captain Chris Pirone
May 5, 2014
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City of Portland Technical Manual – Section 3 Public Safety

3.4.1 Every dead-end roadway more than one hundred fifty (150') feet in length shall provide a turnaround at the closed end. Turnarounds shall be designed to facilitate future street connectivity and shall always be designed to the right (refer to Figure I-5).

Supporting Evidence: Not applicable

3.4.2 Where possible, developments shall provide access for Fire Department vehicles to at least two sides of all structures. Access may be from streets, access roads, emergency access lanes, or parking areas.

Supporting Evidence: As depicted on the site plan, the proposed building layout provides for minimum two sided access to the structure.

3.4.3 Building setbacks, where required by zoning, shall be adequate to allow for emergency vehicle access and related emergency response activities and shall be evaluated based on the following factors:

- *Building Height.*
- *Building Occupancy.*
- *Construction Type.*
- *Impediments to the Structures.*
- *Safety Features Provided.*

Supporting Evidence: The proposed development layout has contemplated emergency access conditions and provides for safe and efficient access along the public street for emergency vehicles.

3.4.4. Fire Dept. access roads shall extend to within 50' of an exterior door providing access to the interior of the structure.

Supporting Evidence: The building will be provided with an exterior doors that will be within 50' of a Fire Department access route, namely Middle Street and Hancock Street Extension.

3.4.5. Site access shall provide a minimum of nine (9) feet clearance height to accommodate ambulance access.

Supporting Evidence: A minimum of 9 ft. vertical clearance will be provided below any overhead signage or utilities entering the site.

3.4.6. Elevators shall be sized to accommodate an 80 x 24 inch stretcher.

Captain Chris Pirone
May 5, 2014
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Supporting Evidence: The elevators will be supplied to meet this requirement.

3.4.7. All structures are required to display the assigned street number. Numbers shall be clearly visible from the public right of way.

Supporting Evidence: The applicant will work with the City's Public Services Division to assign street addresses and numbering to meet City Standards.

If you need any further information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk

Attachments: Sheet C-3.0 Site Plan
Building Elevations and Floor Plans
Code Analysis

c: Nathan Bateman – Bateman Partners, LLC



March 11, 2014

Mr. Frank Brancely
City of Portland
Department of Public Services
55 Portland Street
Portland, Maine 04101-2991

**Subject: Proposed Mixed-Use Development
8 Middle Street
Wastewater Capacity Application**

Dear Mr. Brancely:

Our office is working as a consultant to Archetype, P.A. and Bateman Partners LLC in the site planning and permitting associated with a proposed mixed-use building to be constructed at 8 Middle Street (southerly corner of Middle Street and Hancock Street Extension intersection). The project site is located on Map 20-F-2 according to the City of Portland Tax Assessor's Maps. On behalf of the developer, we are requesting a letter affirming that the proposed project can be served by the municipal wastewater treatment system.

The project will consist of a five story building. The ground floor (containing 7,120 s.f.) will be retail space with an estimated maximum employee count of 40. The second, third, fourth and fifth floors (each containing 10,775 s.f.) will be office space with an estimated maximum employee count of 120.

The projected water use using the Maine State Plumbing Code and typical City of Portland flows information is as follows:

Use	Design Flow
Retail Use 40 employees at 15 gpd/employee	600 GPD
Office Use 120 employees at 15 gpd/employee	540 GPD 1,800 GPD
Total Water Usage Required	2,940 GPD

Based on this modest amount of flow, we trust that the existing wastewater collection and treatment system has adequate capacity to serve this project. We are in the process of completing the Site Plan Application for a submission to the City Planning Staff and would appreciate your response to the Planning Department.

FAY, SPOFFORD & THORNDIKE

Mr. Frank Brancely
March 11, 2014
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If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE

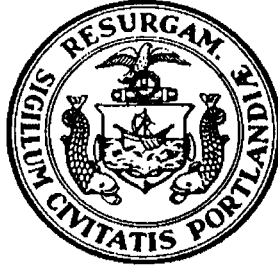
A handwritten signature in black ink, appearing to read 'JAL', with a long horizontal flourish extending to the right.

Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/cmd

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 3-11-14

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 16 Middle Street Chart Block Lot Number: 20-F-2

Proposed Use: Mixed (Retail and Office)

Previous Use: N/A

Existing Sanitary Flows: N/A GPD

Existing Process Flows: N/A GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.
Existing 8" gravity sewer stub within Hancock Street Ext.

Site Category	Commercial (see part 4 below)	<input type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input type="checkbox"/>
	Other (specify) <u>Retail & Office</u>	<input checked="" type="checkbox"/>

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Bill Needelman Phone: 207-874-8722

Owner/Developer Name: Bateman Partners, LLC, Attn: Nathan Bateman

Owner/Developer Address: P.O. Box 3572, Portland, ME 04104

Phone: 207-772-2992 Fax: 207-772-1881 E-mail: nathan@batemanpartnersllc.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Joe Laverriere, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: jlaverriere@fstinc.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 2,940 GPD

Peaking Factor/ Peak Times: x6

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify) _____)

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values:	N/A
Size of External Grease Interceptor:	750
Retention Time:	1 hour
Peaking Factor/ Peak Times:	6

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:	N/A	GPD
Do you currently hold Federal or State discharge permits?	Yes	No
Is the process wastewater termed categorical under CFR 40?	Yes	No
OSHA Standard Industrial Code (SIC):	http://www.osha.gov/oshstats/sicser.html	
Peaking Factor/Peak Process Times:		

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

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LIST OF ATTACHMENTS

- Section 1: Attachment A – Existing Site Photographs
- Section 2: Attachment B – Purchase Option Agreement
Attachment C – Lease Parking Agreement
Attachment D – Letter of Financial Capacity
- Section 3: Attachment E – Roof Drain Treatment Unit

LIST OF PLANS

SHEET #	TITLE
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES AND LEGEND
C-2.0	BOUNDARY & TOPOGRAPHIC SURVEY
C-2.1	EXISTING CONDITIONS & DEMOLITION PLAN
C-3.0	SITE LAYOUT PLAN
C-4.0	GRADING AND DRAINAGE PLAN
C-5.0	UTILITY PLAN
C-6.0	DETAILS
C-6.1	DETAILS

1. DEVELOPMENT DESCRIPTION

1.1 PROJECT OVERVIEW

Bateman Partners, LLC has a purchase agreement to acquire a 12,116 s.f. parcel of land (identified by the City Tax Assessor as Tax Map, Block, and Lot #20-F-2) that is located on the southerly corner of the intersection of Middle Street and Hancock Street Extension. The applicant is proposing to construct a five-story mixed-use building. The ground floor will contain retail uses and the upper floors will contain professional office space.

The applicant is seeking Site Plan and Subdivision Approval from the City of Portland Planning Authority. The objective is to obtain all approvals by July of this year, if possible, to allow construction to commence during the summer of 2014.

1.2 PROJECT PURPOSE AND NEED

The proposed project provides an opportunity to develop a mixed-use building on an undeveloped parcel that has readily available access to utility infrastructure, including access to the Ocean Gateway Garage through a leased parking agreement. The project's community benefits include the following:

- Efficient reuse of a currently vacant lot.
- Provide opportunities for expanded retail and office space in the water front area.

1.3 EXISTING CONDITIONS

The existing site is bounded to northwest by Middle Street; to the northeast by Hancock Street Extension; to the southeast by the Ocean Street Garage and the southwest by the Micucci's Grocery Market. The existing site was previously developed with a building associated with the American Hoist & Derrick Company; however, this building was previously razed with only remnants of the foundation are visible on the site. After demolition of the former building, the site was graded to create a grassed open space area with several small trees, benches and gravel walking path that traverses the site. The Middle Street access drive to the Ocean Gateway Garage crosses the southwesterly side of the site through a 50' wide access easement.

The land area slopes northwest to southeast towards the Ocean Gateway Garage parcel with approximately four (4) feet of grade differential.

Public utilities including water, sewer, natural gas, power and communications are readily available in the area. Power to the site will be installed underground; however, the details to this installation are not fully developed at the time of this submission.

The street conditions around the block are described as follows:

Street Name	Roadway Description	On-street Parking	Sidewalk Description	Other
Middle Street	Approximately 28 foot wide paved roadway with two-way traffic.	Yes. Observed parallel parking on the side of the street in front of the site.	Brick sidewalk in good condition.	Catch basin located at intersection with Hancock Street Ext.
Hancock Street Extension	Approximately 30 foot wide paved roadway with two-way traffic.	Yes. Observed parallel parking on the side of the street in front of the site.	Brick sidewalk in good condition.	

1.4 PROPOSED DEVELOPMENT

The development program includes the following components:

1.4.1 ON-SITE

The ground floor of the building has a footprint area of 7,250 s.f. The ground floor level will contain two units of retail use with a total floor area of 5,305 s.f. The remaining ground floor area is associated with the utility/maintenance rooms for the building as well as the entry lobby, stairwells and elevator for the upper floors of the building. The second through fifth floor of the building will each contain professional office space. Each of these floors are being considered as a separate office tenant. The upper floors of the building will extend over the entry drive to the Ocean Gateway Garage, thereby creating a pass-through beneath the second floor for vehicles entering and exiting the garage. There will not be a basement provided as part of the building.

The project developer is not seeking LEED designation, but the building will conform to the most current International Energy Conservation Code.

As shown on the Site Layout Plan (Sheet C-3.0), the proposed building will have its main entry from the sidewalk adjacent to the access drive leading to the Ocean Gateway Garage. Seven other building entrances have been provided around the perimeter of the building, including three on Middle Street and two on Hancock Street Extension.

The proposed building will essentially fill the site. Exterior improvements include installation of new utility services to the building for water, sewer, natural gas, electric, telephone and communications. In addition, the proposed site improvements include reconstruction of the brick sidewalks along the site frontages on Middle Street and Hancock Street Extension that will be disturbed during the construction work. The applicant has secured parking within the Ocean Gateway Garage through a lease agreement; therefore, no new parking is proposed as part of the project.

1.4.2 OFF-SITE

No offsite improvements are proposed as part of the project.

1.5 LAND ORDINANCE REVIEW

1.5.1 OVERVIEW

The property currently lies within the City of Portland B-5b Urban Commercial Mixed Use District. The following Space and Bulk requirements apply to the B-5b Zone:

B-5b Zone Summary Dimensional and Parking Requirements Applied to 8 Middle Street		
Zoning Requirements	Current B-5b Zoning Standard	Project Site Current Condition
Minimum Lot Size	None	12,116 s.f.
Minimum Frontage	None	162.25' Middle Street
Minimum Front Yard	None	0.00' Middle Street
Minimum Side Yard	None	5.00'
Minimum Rear Yard	None	0.00'
Maximum Lot Coverage (Building Footprint)	100%	89%
Maximum Building Height	65 ft.	65'-0"
Parking Retail Use	1 space per 200 s.f. of first floor area in excess of 2,000 s.f. not used for bulk storage.	5,305 s.f. on first floor 17 parking spaces required
Parking Office Use	1 space per 400 s.f.	42,625 s.f. 107 parking spaces required

1.5.2 SHORELAND ZONING

The site is not located within the Shoreland Zoning District.

1.6 STATE AND FEDERAL PERMITS

The project does not require any State or Federal permits other than State Fire Marshall approval. The development is subject to Site Plan and Subdivision approval by the City of Portland and Building Permit(s) are also required.

1.7 EASEMENTS OR OTHER BURDENS

Owen Haskell, Inc. has recently completed the property survey. The only know easement is associated with the 50' wide access easement across the site from Middle Street that benefits the Ocean Gateway Garage. The project site is subject to the conditions of a previous environmental cleanup effort that was associated with the American Hoist and Derrick Company. The environmental restrictions on the parcel are in the form of restrictive deed covenant.

1.8 TRAFFIC

The proposed "16 Middle Street" multi-use development can be expected to generate approximately 125 vehicle trips during both the morning and afternoon peak hour time periods. Projects that generate in excess of 100 vehicle trips during any peak hour time period are required to obtain a Maine Department of Transportation Traffic Movement Permit (TMP). A TMP application, which will include traffic generation of the proposed "185 Fore Street" project, is currently being prepared and will be submitted to City Staff by May 15.

Manual turning movement counts have been performed between the peak commuter hours of 7:00 to 9:00 AM and 3:00 to 6:00 PM at the following locations and the data will be utilized in the performance of assessing the expected traffic impacts of both development projects:

1. India Street @ Fore Street
2. India Street @ Middle Street
3. Middle Street @ Hancock Street
4. Fore Street @ Hancock Street Extension

The most recent three year roadway safety information (2011 through 2013) has been obtained from the Maine Department of Transportation's Safety Bureau for the study area. Preliminary review of the data shows the frequency of traffic crashes is below MaineDOT's threshold values for identification of a high crash location.

A traffic impact study will be completed that combines the estimated peak hour trip generation of both proposed development projects. Detailed mobility analyses will be completed for each study intersection and appropriate transportation recommendations prepared in support of the results.

1.9 SOILS/GEOTECHNICAL REVIEW

A recent geotechnical investigation has not been performed for the site; however, Haley & Aldrich, Inc. has been retained to provide geotechnical recommendations for the proposed building. Haley & Aldrich, Inc. provided geotechnical services in conjunction with the Ocean Gateway Garage. As part of this effort, they completed a geotechnical field investigation of the area, which included several deep borings. It is anticipated that the new building will be supported on driven piles with grade beams; however, the final geotechnical investigation work has not yet been completed.

1.10 NATURAL FEATURES

The development site does not contain any significant natural features including wetlands, vernal pools or other protected resource. The entire site parcel was previously developed; therefore, there are no historically nature areas or features remaining on the site.

1.11 UTILITIES AND STORMWATER

The proposed project will involve installation of new utility services to the building. Water services for fire protection and domestic service will be provided via connection to the existing water main in Middle Street. It is anticipated that natural gas service will also be provided to the building via Middle Street. Connections to the public sewer system will be made via an existing 8" diameter stub within the site that was installed as part of the Hancock Street Extension work. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0 of the plan set); however, these locations have not yet undergone review and approval by the various franchise utilities and are subject to refinement based upon their review.

The City maintains a drainage system in Middle Street and Hancock Street Extension that includes catch basins at the corner of Middle Street and Hancock Street Extension. In addition, there is an onsite stormdrain system installed as part of the Ocean Gateway Garage that connects into the City's system. The runoff flow regime from the development site will continue to discharge to the surrounding street gutters and municipal stormdrain system. A new roof drain leader is also proposed to connect into the existing 12" diameter stormdrain line that connects into the stormdrain system within Hancock Street Extension.

1.12 ATTACHMENTS

Attachment A – Existing Site Photographs

ATTACHMENT A

Existing Site Photographs



PHOTO 1 – View of the site from Middle Street



PHOTO 2 – View from Middle Street across the site along entrance drive to Ocean Gateway Garage



FAY, SPOFFORD &
THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896

**Existing Site Photographs
16 Middle Street – Portland, ME
Photos Taken by Joe Laverriere on 04/30/14**



PHOTO 3 – View from Middle Street along site frontage on Hancock Street Extension



PHOTO 4 – View of site from intersection of Middle Street and Hancock Street Extension



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**Existing Site Photographs
16 Middle Street – Portland, ME
Photos Taken by Joe Laverriere on 04/30/14**

2. TECHNICAL AND FINANCIAL CAPACITY

2.0 TITLE, RIGHT AND INTEREST

The applicant has a purchase option agreement (refer to Attachment B). In addition, the applicant has secured a leased parking agreement within the Ocean Gateway Garage that meets the requirements of the proposed development (refer to Attachment C).

2.1 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Mr. Nathan Bateman of Bateman Partners, LLC as Project Developer.

The Team services will be provided by the following companies and their respective team leaders:

2.2 CONSULTANT TEAM

<i>Civil Engineer</i>	Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike 778 Main Street, Suite 8 South Portland, ME 04106 (207) 775-1121 – Work (207) 879-0896 – Fax (207) 749-5088 – Cell jlaverriere@fstinc.com
<i>Surveyor</i>	John Swan Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, Maine 04105 (207) 774-0424 – Work (207) 774-0511 – Fax jswan@owenhaskell.com
<i>Architect</i>	David Lloyd Archetype, PA 48 Wharf Street Portland, ME 04101 (207) 772-6022 – Work (207) 772-4056 – Fax 207-671-9194 – Cell lloyd@archetypepa.com
<i>Attorney</i>	Ronald Ward Drummond Woodsum 84 Marginal Way, Suite 600 Portland, ME 04101 (207) 772-1941 – Work (207) 772-3627 – Fax RWard@dwmlaw.com

<i>Lighting/Site Electrical</i>	Will Bennett, Jr. Bennett Engineering P.O. Box 297 Freeport, ME 04032 (207) 865-9475 – Work (207) 865-1800 – Fax Will@bennettengineering.net
<i>Geotechnical Engineer</i>	Wayne Chadbourne, P.E. Haley & Aldrich, Inc. 75 Washington Avenue, Suite 203 Portland, ME 04101 (207) 482-4600 – Work (207) 775-7666 – Fax WChadbourne@haleyaldrich.com
<i>Environmental Engineering</i>	Robert Hoffman, P.E. Hoffman Engineering, Inc. 640 Ten Rod Road North Kingstown, RI 02852 (401) 294-9032 – Work (207) 294-1288 – Fax hoffmanengineering@verizon.net

2.3 EXPERIENCE OF PROJECT TEAM

The team of consultants retained by the developer has expertise and experience in the design of similar projects. Resumes of key personnel for development team can be provided upon request.

The applicant also has significant experience in the development and management of large commercial projects as evidenced by information provided in this submission's cover letter. A listing of the additional real estate projects for which the Applicant's development team has been involved can be provided upon request.

2.4 FINANCIAL CAPACITY

The applicant has the means at its disposal for financing the proposed 16 Middle Street project. A letter of financial capacity for the project is contained in Attachment D.

2.5 CONSTRUCTION COST ESTIMATE

The project has an overall construction cost estimate of \$8,750,000. This construction cost value is considered preliminary and subject to change as building design and project layout is refined, etc.

2.6 ATTACHMENTS

- Attachment B – Purchase Option Agreement
- Attachment C – Lease Parking Agreement
- Attachment D – Letter of Financial Capacity

ATTACHMENT B

Purchase Option Agreement

MEMORANDUM OF PURCHASE OPTION AGREEMENT
(8 Middle Street, Portland, Maine)

MEMORANDUM OF PURCHASE OPTION AGREEMENT made this ____ day of March, 2014 with respect to the following described Purchase Option Agreement:

SELLER: EIGHT MIDDLE LAND COMPANY LLC, a Maine limited liability company with a place of business in Portland, Maine.

PURCHASER: BATEMAN PARTNERS, LLC, a Maine limited liability company with a mailing address of P.O. Box 3572, Portland, ME 04104-357.

PREMISES: Land, any buildings or improvements, appurtenant rights (including parking rights) and easements, located at 8 Middle Street, Portland, Maine, all as described in the deed from Hancock & Middle LLC to Seller dated May 1, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30623, Page 314 (the "Premises"), a copy of which is attached as Schedule A.

TERM: The purchase option shall be elected by Purchaser, if at all, on or before September 2, 2014.

RIGHT OF EXTENSION: None, without Seller's written consent.

This Memorandum is intended to provide notice of the Purchase Option Agreement and shall not modify or amend any of the terms of the Purchase Option Agreement. In the event of any conflict between this Memorandum and the Purchase Option Agreement, the terms of the Purchase Option Agreement shall control.

Signature Page Follows.

IN WITNESS WHEREOF, the Seller and Purchaser have caused this Memorandum of Purchase Option Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Witness:

EIGHT MIDDLE LAND COMPANY LLC

Daniel J. Lunden

By: Fred M. Forsley
Fred M. Forsley
Its: Manager

Seller

BATEMAN PARTNERS, LLC

Allen M. Mazer

By: Nathan Bateman
Nathan Bateman
Its: Manager

Purchaser

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

March 7, 2014

Then personally appeared the above-named Fred M. Forsley, Manager of Eight Middle Land Company LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Eight Middle Land Company LLC.

Before me,

Brandon J. Mazer
Notary Public / Attorney At Law

Brandon J. Mazer
Print name

My Commission expires: _____

QUITCLAIM DEED WITH COVENANT

HANCOCK & MIDDLE LLC, a Maine limited liability company with its principal place of business in Portland, County of Cumberland and State of Maine (the "Grantor"), for consideration paid, grants to EIGHT MIDDLE LAND COMPANY LLC, a Maine limited liability company with its principal place of business in Portland, County of Cumberland and State of Maine and having a mailing address of c/o Shipyard Brewing Company, 86 Newbury Street, Portland, ME 04101 (the "Grantee"), WITH QUITCLAIM COVENANT, certain real property, together with any improvements thereon (collectively, the "Premises"), located on Middle Street in Portland, Cumberland County, Maine, and shown as "Proposed Lot 2" on a plan entitled "Subdivision/Recording Plat on India Street and Fore Street, Portland, Maine" made for Riverwalk, LLC, 25 India Street, LLC, Hancock & Middle, LLC and Ocean Gateway Garage LLC by Owen Haskell, Inc., dated March 22, 2006, as last revised April 13, 2006 (the "Plan") and recorded in Cumberland County Registry of Deeds in Plan Book 207, Page 54.

MAINE REAL ESTATE TAX PAID

The Premises are conveyed SUBJECT TO that certain exclusive perpetual easement reserved in the Quitclaim Deed from Ocean Gateway Garage LLC to the Grantor dated May 25, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25165, Page 230 for the benefit of Ocean Gateway Garage LLC, its successors and assigns, to be used as the principal access to, certain land of Ocean Gateway Garage LLC ("Ocean Gateway Garage Remaining Land") shown on the Plan as "Proposed Lot 3", for pedestrian and vehicular ingress and egress and other uses described, over and across that portion of the property conveyed herein which is a strip of land being fifty feet in width and running along the entire southwesterly sideline of the Premises and extending from Middle Street to Ocean Gateway Garage LLC's Remaining Land (the "Garage Access Easement Area") such Garage Access Easement Area being depicted as "50' Access Easement Benefits Ocean Gateway Garage LLC Lot" on the Plan.

As set forth in and without limitation of the provisions of the foregoing Quitclaim Deed, the Premises are conveyed SUBJECT TO the exclusive perpetual rights and easements for the benefit of Ocean Gateway Garage Remaining Land to: (a) pave, grade, excavate, maintain, construct and reconstruct in any way or manner, all or any portion of the Garage Access Easement Area and all or any portion of improvements located on the Garage Access Easement Area from time to time by Ocean Gateway Garage LLC, its successors and assigns; (b) lay, maintain, repair and replace utility lines, including without limitation, gas, electricity, sewer, water, storm, drainage and all Utility Services as defined in accordance with 33 M.R.S.A. § 458 in, on, under and over the Garage Access Easement Area; (c) build, maintain, replace and repair (which may include snow plowing, cutting, clearing, filling, grading, paving, fencing, gates, gate houses, traffic islands, traffic and parking control devices and other security measures) and all and any

improvements in and on said Garage Access Easement Area necessary, expedient, or incident to the use and enjoyment thereof as Ocean Gateway Garage LLC, its successors and assigns, may deem necessary or useful in order to use, operate and maintain any of the improvements, including that certain multilevel parking garage constructed on the Ocean Gateway Garage Remaining Land, and all and any improvements located on the Garage Access Easement Area; (d) park on the Garage Access Easement Area, including the right to temporarily park service vehicles, construction and maintenance vehicles and equipment and store equipment and supplies in or on the Garage Access Easement Area; (e) locate any footings, walls, buildings, or other improvements in, on or under the Garage Access Easement Area; and (f) to utilize existing encroachments, if any. The Premises are conveyed subject to all permitting conditions applicable to Ocean Gateway Garage LLC and its remaining land, as such conditions may be amended from time to time. Grantee hereby accepts the Premises "as is," "where is" and "with all faults."

The Premises are conveyed together with the right to construct, operate and maintain two above ground pedestrian ramps to the Gateway Garage from any building constructed on the Premises and the right to construct in the air space above the Garage Access Easement Area an extension of any building constructed on the Premises as well as a supporting wall or columns with footings along the southwesterly property line of the Premises (being also within and along the southwest line of the Garage Access Easement Area) and together with such further ancillary rights, as are described in, and all of which to be in accordance with and subject to that certain Abutters Agreement between Ocean Gateway Garage LLC and the Grantee of even date to be recorded herewith and incorporated by reference as if more fully set forth herein. The pedestrian ramps referenced above are referred to in the Abutters Agreement and hereinafter as the "Pedestrian Ramps" and the air space rights and supporting walls, etc. rights are collectively referred to in the Abutters Agreement and hereinafter as the "Air Rights Improvements".

Meaning and intending to convey, and hereby conveying, the same premises as those described in a Quitclaim Deed from Ocean Gateway Garage LLC to Hancock & Middle LLC dated May 25, 2007, and recorded in the Cumberland County Registry of Deeds in Book 25165, Page 230.

[Signatures on Following Pages]

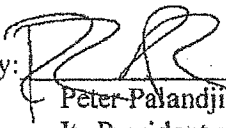
IN WITNESS WHEREOF, HANCOCK & MIDDLE LLC has caused this instrument to be executed by Riverwalk Venture, LLC, its Manager, through Intercontinental Fund IV Ocean Gateway, LLC, Intercontinental Real Estate Investment Fund IV and Intercontinental Real Estate Corporation, its parent companies, and by Peter Palandjian, as President and Treasurer of Intercontinental Real Estate Corporation, hereunto duly authorized, as of this 1st day of May, 2013.

HANCOCK & MIDDLE LLC, a Maine limited liability company
By: RIVERWALK VENTURE, LLC, a Maine limited liability company, Its Manager

By: Intercontinental Fund IV Ocean Gateway, LLC, Its Manager

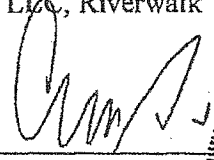
By: Intercontinental Real Estate Investment Fund IV, LLC, Its Manager

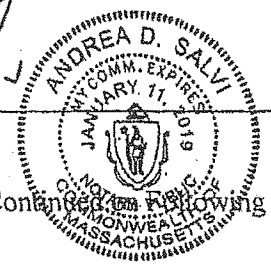
By: Intercontinental Real Estate Corporation
Its Manager

By: 
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss.

On this 7th day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and as parent corporation of each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC and Hancock & Middle LLC


Notary Public
Andrea Salvi



[Joinder of Ocean Gateway Garage LLC to this Deed Contained in Following Page.]

Joinder of Ocean Gateway Garage LLC

Ocean Gateway Garage LLC joins in this deed for purposes of releasing and does hereby release to Eight Middle Land Company LLC: (i) the rights to construct, use and maintain the Air Rights Improvements subject to and as further specified in the Abutter's Agreement and agrees that, in the exercise of its rights in the Garage Access Easement Area, it will not place any improvements that would materially interfere with or prevent the installation of the Air Rights Improvements and (ii) the rights to construct and maintain the Pedestrian Ramps subject to and as further specified in the Abutter's Agreement.


OCEAN GATEWAY GARAGE, LLC a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited liability company, Its Manager

By: Intercontinental Fund IV Ocean Gateway, LLC, Its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, Its Manager

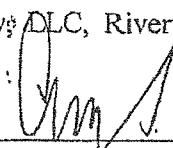
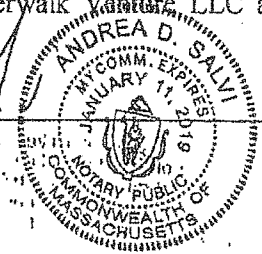
By: Intercontinental Real Estate Corporation Its Manager

By: 
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss.

On this 7th day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and as parent corporation of each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture, LLC and Ocean Gateway Garage LLC.

Received
Recorded Register of Deeds
May 07, 2013 03:44:23P
Cumberland County
Famein E. Lowley


Notary Public
Andrea Salvi


ATTACHMENT C

Lease Parking Agreement

PARKING LEASE
(8 Middle Street Parking)

THIS PARKING LEASE (the "Parking Lease") is entered into as of the 1st day of May, 2013 (the "Effective Date"), by and between OCEAN GATEWAY GARAGE LLC, a Maine limited liability company with an address of c/o Paul J. Nasser, CFO/COO, Intercontinental Real Estate Corp., 1270 Soldiers Field Road, Boston, MA 01235 ("Owner") and EIGHT MIDDLE LAND COMPANY LLC, a Maine limited liability company with a mailing address c/o Shipyard Brewing Company, 86 Newbury Street, Portland, ME 04101 ("Tenant").

WITNESSETH:

WHEREAS, Owner owns the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces located on a parcel of land approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland and State of Maine and shown as "Proposed Lot 3" on plan entitled "Subdivision/Recording Plat" by Owen Haskell, Inc., dated March 22, 2006 as revised April 13, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 54 (the "Garage"); and

WHEREAS, Owner and Tenant desire to enter into this Parking Lease for the purpose of setting forth the specific terms and conditions of that certain arrangement for parking associated with the development and use by Tenant of the property situated at 8 Middle Street, Portland, Maine (the "8 Middle Street Parcel") conveyed by 8 Middle Street, LLC, a Maine limited liability company, to Tenant by deed of even date as contemplated by a certain Settlement and Reciprocal Release Agreement, also of even date, between Owner, Tenant and others (the "Settlement Agreement") relating to litigation formerly pending in the Business and Consumer Court and in the Cumberland County Superior Court of the State of Maine; and

WHEREAS, Tenant may develop and construct office, retail, residential or other lawful facilities on the parcel located at 8 Middle Street, Portland, Maine and shall use the Parking Spaces, as defined below, for owners, tenants, renters, licensees, invitees, employees transient users of, and/or owners of condominium units in, the 8 Middle Street Parcel (collectively, and as so defined, "Qualified Parkers")

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Use of Parking Spaces.

a. As of the Rent Commencement Date, as defined in Section 3 of this Parking Lease, Owner hereby leases to Tenant the right to use up to one hundred and forty (140) parking spaces in the Garage upon, subject to and limited by the following terms and conditions: (i) The parking spaces must be drawn down by Tenant in

accordance with Tenant's Draw Down Notice, as defined in Section 1(e) of this Parking Lease, and (ii) The maximum number of parking spaces subject to being drawn down by Tenant's Draw Down Notice shall be the lesser of (x) one hundred forty (140) parking spaces or (y) the minimum number plus one of parking spaces required by the City of Portland for the development by Tenant of the 8 Middle Street Parcel in accordance with permitted zoning and land-use ordinances and regulations for such parcel (as so drawn down by Tenant's Draw Down Notice and as limited by such ordinances and land-use regulations, the "Parking Spaces"). All such parking in the Garage shall be in accordance with and subject to the terms and conditions below and such reasonable rules and regulations established from time to time by Owner governing the leasing and use of Parking Spaces by parkers generally in the Garage. Tenant understands and agrees that, in accordance with customary garage operations and management practices, specific parking spaces are not reserved or dedicated for Tenant and the availability of any specific parking space is not guaranteed. The Parking Spaces are intended for use for automobile, motorcycle, van and SUV parking only, not for the parking of any large commercial trucks or other commercial vehicles.

b. Owner shall make available to Tenant, one parking access card for each space designated in Tenant's Draw Down Notice other than for those spaces for which tenant will be paying rent but which cannot be used for parking because they are necessary for access to the Pedestrian Ramps which connect the Garage to 8 Middle Street referenced in a certain Abutters Agreement of even date between Tenant and Owner or in lieu of parking access cards, such parking codes or other "keys" or means of convenient 24-hour access as shall be available from time to time, which shall in turn be made available to Tenant's Qualified Parkers using the Parking Spaces and which shall provide access to the Parking Spaces for seven days each week and 24 hours of each day.

c. It is understood and agreed that these spaces shall be for Tenant's Qualified Parkers and the Parking Spaces may not be sublet or their use assigned, transferred or loaned to any person or entity who is not a Qualified Parker.

d. The Parking Spaces shall be solely for the benefit of the 8 Middle Street Parcel and no other properties. For the avoidance of doubt, the Parking Spaces may not be used for the benefit of the property situated at 25 India Street now or formerly owned by 25 India Street, LLC or for the benefit of the property of Shipyard Brewing Company. This Parking Lease shall be not be assignable, except in connection with the sale of the 8 Middle Street Parcel with which the Parking Spaces are associated. In no event shall the Tenant sublease the Parking Spaces, or otherwise permit their use or occupancy, at a different rental rate than specified in this Parking Lease, and in no case shall the Tenant sublease or otherwise authorize the use or occupancy of the Parking Spaces by any third person or entity not a Qualified Parker. Tenant acknowledges that its rights under this Parking Lease are and shall be subordinate to the interests of any future mortgagee of the Garage, provided that any such future mortgagee shall enter into a commercially reasonable subordination, non-disturbance and attornment agreement with respect to this Parking Lease. Tenant agrees to attorn to and recognize the holder of any mortgage on

the Garage, now and in the future, in accordance with the terms of such commercially reasonable subordination, non-disturbance and attornment agreement.

e. For Tenant to draw down Parking Spaces as contemplated in Section 1(a)(i) of this Parking Lease, Tenant shall give Owner written notice of its intention to draw down a specific number of Parking Spaces, such number of Parking Spaces drawn down to be subject to the maximum number of Parking Spaces specified in this Parking Lease and subject also to the limitations in number set forth in Section 1(a)(ii) of this Parking Lease. Tenant's written draw down notice to Owner to for the Parking Spaces ("Tenant's Draw Down Notice") shall specify a date no fewer than two (2) years before the date Tenant shall take possession of the Parking Spaces, which date shall be no later than May 1, 2023, and at which date Tenant shall commence the monthly payment of rent under this Parking Lease. Subject to such maximum limitation of ten (10) years limitation for Tenant to have the right to draw down Parking Spaces, Tenant's right to draw down the allowable number of Parking Spaces must be exercised with respect to this Parking Lease on or before May 1, 2021. Tenant shall have the one-time right to extend the date when rent payments will start under Tenant's Draw Down Notice for an additional ninety (90) days after having given such Draw Down Notice provided the Rent Commencement Date does not extend beyond May 1, 2023. Rent under the Parking Lease shall commence immediately at the end of the applicable notice period as aforesaid (i.e., within no more than two (2) years after the Tenant has given Tenant's Draw Down Notice and, in all cases, by May 1, 2023 – whether or not Tenant has given Tenant's Draw Down Notice). In no event shall Tenant ever sublease or otherwise authorize the use or occupancy of the Parking Spaces at a rental rate different than the amount due from Tenant under this Parking Lease. Tenant shall also have the right to cancel or reduce the number of Parking Spaces to be leased under this Parking Lease during the term upon ninety (90) days prior written notice, provided, however, that once such Parking Spaces have been canceled or their number reduced in accordance with such notice, such canceled or reduced Parking Spaces shall no longer be available to be drawn down in the future. In addition, in the event that rental payments are not made as required under this Parking Lease and/or this Parking Lease is duly terminated in accordance its terms and/or this Parking Lease expires, Tenant shall have no further rights to park in the Garage.

f. Notwithstanding any other provision in this Parking Lease to the contrary in the event that a building on the 8 Middle Street Parcel is not yet constructed or has not yet received a certificate of occupancy by May 1, 2023, Tenant may still Draw Down spaces under the preceding subparagraph provided that Tenant's Draw Down Notice has been given by May 1, 2021, and commence paying monthly rent accordingly, and Tenant may sublet those spaces to third parties who are not Qualified Parkers provided (i) that the spaces are rented at the same monthly rent being charged by Owner to monthly parkers and (ii) that within sixty (60) days following receipt of a certificate of occupancy for the 8 Middle Street Property, the restriction limiting the use of parking spaces rented hereunder to Qualified Parkers shall recommence.

2. Deposits. There shall be no Deposit for this Lease, but Tenant shall pay to Owner such customary fees and charges as are imposed by Owner upon other tenants of the Garage for lost cards or replacement cards and/or reimbursement for out-of-pocket expenses arising therefrom.

3. Term. The initial term (the "Initial Term") of this Parking Lease shall be thirty (30) years from the Effective Date, with rent payments under Section 5 below, commencing at the end of the applicable notice period specified in Tenant's Draw Down Notice, as it may be extended as set forth in Section 1(e) of this Parking Lease (the "Rent Commencement Date"). Provided that Tenant is not in default hereunder at the time of renewal, the Initial Term may be extended, upon nine (9) months written notice prior to the expiration of the Initial Term, for an additional thirty (30) year term (the "First Option Term", i.e., from May 1, 2043 to April 30, 2073). Provided that Tenant is not in default hereunder at the time of renewal, the First Option Term may be extended, upon nine (9) months written notice prior to the expiration of the First Option Term, for an additional (30) term years (the "Second Option Term").

4. Monthly Rate. The monthly rate for each Parking Space shall be no more than the Average Monthly Parking Rate (as adjusted annually during the Term and during the Option Term or Terms by Owner) for month-to-month parking spaces located in the following parking lots located in Portland, Maine: (i) Ocean Gateway Parking Garage; (ii) Custom House Parking Garage; and (iii) Casco Bay Ferry Terminal Garage, provided that if at any time during the Term the monthly rate for each Parking Space is increased by more than 20% percent during any 12-month period, Tenant may terminate this Lease upon one hundred eighty (180) days written notice to Owner.

In the event that the Average Monthly Parking Rate is not ascertainable, the rent shall be based upon the fair market value of covered parking spaces in the Portland, Maine "Old Port" area (i.e., the area bounded by Congress Street, Franklin Street, the water and Temple/Union Street).

The Average Monthly Parking Rate shall be set at the Rent Commencement Date in the initial Term and may be increased on June 1st of each year thereafter so long as the Lease is in effect, provided, however, that Owner shall deliver to Tenant not less than thirty (30) days prior to an increase, written notice of any increase in such rate.

All disputes concerning fair market rental rates shall be resolved in accordance with the arbitration procedure specified in this Parking Lease.

5. Payment. Beginning on the Rent Commencement Date, Tenant shall pay Owner the amount due for the Parking Spaces monthly by one check or wire transfer equal to one-twelfth of the amount of annual rent, to be received by Owner in advance, on or before the first day of each month at Owner's address hereinafter set forth or to such other address (e.g., a manager's) as may be designated by Owner in writing to Tenant from time to time. If the Rent Commencement Date does not fall on the first day of the month, then pro-rated rent for the first partial month shall be due on the Rent Commencement Date.

6. Late Payment. If the monthly payment for the Parking Spaces is not received by Owner by the 1st day of each calendar month or on the next business day if the 1st day of the month falls on a weekend or legal holiday, Tenant shall pay Owner (a) all unpaid amounts due with respect to the Parking Spaces, and (b) an additional late charge in the amount of five percent (5%) of the monthly payment for the Parking Spaces. Notwithstanding the foregoing, Tenant shall not be required to make such Late Payments for the first late payment event in any twelve (12)-month period if such late paid amounts are otherwise paid within fifteen (15) days of written notice from Owner of such non-payment. If there is more than one such late payment event in a twelve (12) month period, Tenant shall pay Owner the Late Payment charges set forth in this paragraph for such additional events. In the event that the payment of any amounts due from Tenant is not received by Owner within thirty (30) days of delivery of written notice from Owner to Tenant of such non-payment, then Owner shall have each and every remedy provided by law including the right to immediately terminate their Parking Lease and evict Tenant in a forcible entry and detainer ("FED") action for non-payment of rent, provided that if there is any dispute regarding the amount of rent due or whether paid on time, then any FED action shall only be started after arbitration under Section 15 below. Owner shall also be entitled to a reimbursement of its reasonable attorneys' fees incurred in such FED action. By way of clarification, if there is a dispute over the amount of rent due or whether rent was timely paid, it shall be handled under Paragraph 15 below.

7. Registration of Vehicles. All vehicles utilizing Parking Spaces shall be registered with Owner on forms provided to Tenant by Owner. No fees or charges shall be assessed for the registration of vehicles. Tenant agrees to exercise reasonable efforts to keep a current log of names of users and license numbers for employees using Parking Spaces and, if requested by Owner, provide updated copies of the log to Owner for inspection.

8. Assignment of Parking Lease as Collateral. Tenant shall have the right from time to time to assign this Parking Lease as collateral for a mortgage loan secured by the 8 Middle Street Property, provided that the rights for parking pledged under this Parking Lease shall not be severable from the mortgage or pledge of the 8 Middle Street Property such that any mortgagee, pledgee or collateral assignee of this Parking Lease, upon foreclosure or the exercise of its rights as a secured creditor, could liquidate the pledged parking rights separately from the liquidation of the 8 Middle Street Property. Owner agrees to provide simultaneous copies of any notices to Tenant hereunder, to said mortgagee.

9. Insufficient Parking Spaces. It is understood that, in accordance with the customary garage operations and management practices, Owner shall enter into parking agreements with other parties to use the Parking Spaces at times they are not being used by the Tenant. Owner agrees to use reasonable good faith efforts to ensure that there are sufficient parking spaces available in the Garage to satisfy the rights of Tenant hereunder. In the event there exists insufficient parking spaces in the Garage to meet the requirements of Tenant at any time Tenant exercises its rights to use parking spaces under this Parking Lease, Owner shall be obligated to terminate a sufficient number of monthly tenant-at-will parkers in the Garage within thirty (30) days thereafter as shall, in Owner's reasonable judgment, ensure the regular availability of sufficient parking spaces to meet such requirements of Tenant hereunder. If Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in

the Garage during allowable Parking Times, Tenant shall notify the Owner of the Garage, or Owner's garage manager as designated from time to time by Owner, within five (5) hours thereof (if between 9 a.m. and 5 p.m.) or if after 5 p.m. then by 10 a.m. on the day after Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage, following which Tenant shall be entitled to a credit against the next month's parking fee in an amount equal to the hourly parking rate at the Garage times eight (8) for each day that an employee of Tenant is unable to find a parking space, unless Owner can reasonably establish and document that a parking space was available in the Garage. The credits against parking fees set forth in this Section do not relieve Owner of its obligation to use reasonable good faith efforts to ensure that sufficient spaces are available, as provided herein. In the event Owner is not able to satisfy its obligations under this paragraph by terminating a sufficient number of monthly tenant-at-will parking patrons within the aforesaid thirty (30) days, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of insufficient parking spaces within thirty (30) days.

10. Maintenance and Repair of Garage. Subject to the provisions of Paragraph 13 below, Owner shall maintain the Garage in good condition and repair and suitable for the safe parking of vehicles. Owner shall not be deemed in default in any of its obligations under this Parking Lease during any period in which all or any significant portion of the Garage is closed to all parkers for required maintenance and repairs, provided that except in cases of emergency Owner provides Tenant with seven (7) days written notice of such closing of all or any significant portion of the Garage (i.e., more than 100 spaces at any one time), or for any other reasons beyond the control of Owner. Owner shall use reasonable efforts to undertake such maintenance and repair during such times as shall, in the reasonable judgment of Owner, minimally interfere with parking in the Garage. If such maintenance shall cause the Parking Spaces or some significant portion thereof to be unavailable for three (3) or more consecutive days, Tenant shall be entitled to a pro rata credit against the monthly parking fee to the extent of any adverse impact of the availability of the parking spaces demised under this Lease. In the event Owner is not able to satisfy its obligations under this paragraph within the aforesaid time frame, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of available parking spaces within thirty (30) days.

11. Insurance. Each party shall maintain or cause to be maintained commercial general liability insurance, the form of which and amount of coverage to be reasonably acceptable to the other party but at any rate not less than \$2,000,000 combined single limit, with each policy of insurance coverage containing waiver of subrogation. Each party further agrees to maintain such insurance with acceptable coverage limits during the term of this Parking Lease following the Rent Commencement Date and shall provide the other party with not less than fifteen (15) days written notice prior to the cancellation or expiration of any insurance policy required to be maintained pursuant to this Parking Lease. Owner shall be listed as an additional insured on Tenant's liability policy. Tenant shall procure such coverage and maintain it continually in force during the term of this Parking Lease on and after the date Tenant shall have drawn down and taken possession of the Parking Spaces in accordance with the provisions of Section 1(e) hereof.

12. Damage to Vehicles or Personal Property. Owner shall not be responsible for any damage or loss to vehicles or personal property belonging to any person using any of the Parking Spaces, except for such damage or loss resulting from the Owner's breach of this Parking Lease arising from its gross negligence or willful misconduct or the gross negligence or willful misconduct of Owner's, employees, agents or independent contractors.

13. Cessation of Garage Business. Owner shall not be deemed in default in any of its obligations under this Parking Lease in the event Owner ceases temporarily to operate the Garage, or any portion thereof, due to events beyond the control of Owner, which events may include without limitation, acts of government, embargoes, fire, flood, explosions, hurricanes, tornadoes, acts of God, terrorism or public enemy, strikes, labor disputes, vandalism, riots, or any similar events which, in the reasonable judgment of Owner, make use of the Garage impossible or impractical. If there is a "Casualty Event" (as defined below) the Owner shall have the right to elect whether or not to rebuild or restore the Garage within 120 days of the Casualty Event. If Owner elects to rebuild or restore the Garage, then this Parking Lease shall remain in effect except that Tenant's obligation to pay rent shall abate pro-rata so long as some or all of the Parking Spaces have not been and are not available. If Owner elects not to rebuild or restore the Garage, then this Parking Lease shall terminate upon notice thereof from Owner to Tenant. If Owner elects to rebuild or restore the Garage or if there is damage to the Garage that does not rise to the level of a Casualty Event, Owner agrees to use diligent good faith efforts to complete the reconstruction or restoration within a reasonable period of time. Notwithstanding the foregoing, Owner agrees that if there is a Casualty Event, Owner shall elect to rebuild or restore the Garage, if the insurance proceeds available by reason of such Casualty Event are sufficient to rebuild or restore and so long as said proceeds are not otherwise claimed by Owner's lender under any mortgage on the Garage or otherwise unavailable. A "Casualty Event" shall occur if there is destruction of more than fifty(50%) percent of the Garage. Upon such termination of this Parking Lease by either Owner or Tenant, all rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease, subject to compliance with Paragraph 14 below. Tenant shall remain liable to Owner for payments due Owner accrued and unpaid up to the date of said termination.

14. Compliance with Terms and Conditions: Indemnity. Tenant shall be responsible for ensuring that the use of the Garage by its employees complies with the terms and conditions of this Parking Lease and such other reasonable rules and regulations as are established from time to time by Owner governing the use of the Garage generally by parking patrons. Tenant hereby agrees to indemnify and hold harmless Owner from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Tenant's or its guest's or employee's use of the Garage hereunder in violation of this Parking Lease or such rules and regulations or attributable to Tenant's breach of its obligations under this Lease. Owner hereby agrees to indemnify and hold harmless Tenant from any claim, costs, liability and expense, including but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Owner's acts or failure to act pursuant to its obligations under this Lease. This agreement to indemnify shall survive termination of this Parking Lease.

15. Disputes.

a. Any controversy, claim or cause of action arising out of or relating to this Agreement, other than as to the obligation to pay rent and any additional rent without offset or deduction as provided in this Parking Lease, shall be finally settled by arbitration by a single arbitrator appointed in accordance with and conducting arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to grant equitable remedies in addition to imposing monetary damages. Arbitration shall be held in Portland, Maine, or such other location as the parties agree. All arbitration under this paragraph shall be final, binding and conclusive. The parties shall separately bear their costs and expenses, including attorneys' fees, associated with any such dispute or arbitration without regard to which of them is the prevailing party.

b. Despite subparagraph a. above, if any party believes it necessary to seek injunctive relief or a provisional remedy (such as forcible entry and detainer or an attachment or trustee process), such party may file a civil action in any court having jurisdiction for such foreclosure, injunctive relief or provisional remedy. The arbitration procedures specified in subparagraph a. above, however, shall apply to the determination of the merits of any monetary claim or defense, and the court proceeding shall extend no further than to provide a kind of relief or remedy not readily available under the subparagraph a. above procedures.

c. Tenant and Owner for themselves, their heirs, successors, and assigns hereby knowingly, willingly and voluntarily waive any and all rights such party may have to a trial by jury in any forcible and detainer ("FED") action or proceeding brought by Owner or Owner's successors and/or assigns based upon or related to the provisions of this Parking Lease. Owner and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the appropriate District Court or a single justice of the appropriate Superior Court, or a Federal District Court Judge sitting in the District of Maine.

16. Estoppel Certificate. At any time, and from time to time, upon the written request of Owner or any mortgagee, Tenant within ten (10) days of the date of such written request agrees to execute and deliver to Owner and/or such mortgagee, without charge and in a form reasonably satisfactory to Owner, Tenant, and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Owner have been satisfied and performed except as shall be stated; (v) certifying that Owner is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Owner, or stating the defaults and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid and

agrees not to prepay rent more than 10 days in advance; (vii) reciting the amount of security deposit deposited with Owner, if any; and (viii) any other information which Owner or the mortgagee shall reasonably require. Owner agrees, upon written request of Tenant or Tenant's mortgagee to execute and deliver, without charge, an estoppel certificate addressing items (i)-(iii) and (iv) (but addressing Tenant's performance) and (v) (but addressing Tenant's performance) and items vi and vii.

17. Subordination. Tenant agrees that, except as hereinafter provided, this Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgage or leases of the Garage pursuant to which Owner has or shall retain the right of possession of the Garage or security instruments (collectively called "Mortgage") that now exist, or may hereafter be placed upon the Garage and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; provided that so long as Tenant is in full compliance with monetary the terms and provisions of this Lease and in full material compliance with all non-monetary terms and provisions of this Lease (with all defaults, if any, fully and timely cured within applicable grace periods), any such Mortgagee, lessor or purchaser at a foreclosure sale shall recognize Tenant in accordance with the terms hereof; provided further that if the holder of any such Mortgage ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant shall attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Owner under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Should Owner or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time, shall execute and deliver without charge and in commercially reasonable form satisfactory to Owner, the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form. In the event Tenant fails to execute and deliver the instruments and documents as provided for in this paragraph within the time period set forth herein, the parties hereto shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue within thirty (30) days. In the event that the parties shall fail to come to agreement within such thirty (30) day period, either party may submit the dispute to resolution by arbitration as provided in this Parking Lease. Failure of either party to comply with any final arbitration award shall constitute an event of default under this Parking Lease.

18. Assignment by Tenant. This Parking Lease may not be assigned, transferred, encumbered or conveyed, or hypothecated, in whole or in part, by Tenant to any other person or entity, under any circumstances, except to a purchaser, lessee, mortgagee, condominium association or other transferee, of the 8 Middle Street Parcel.

19. Miscellaneous.

a. This Parking Lease and the rights and obligations hereunder shall be binding upon the Owner and its successors and assigns in interest. In the event that Owner sells the Garage to a third party, upon the assignment and assumption of this

Parking Lease by the third party, the Owner shall have no further obligations hereunder for any period of time following the assignment and assumption.

b. Except as otherwise provided herein, any notice relating in any way to this Parking Lease shall be in writing and shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

To Owner: Ocean Gateway Garage LLC
c/o Paul J. Nasser, CFO/COO
Intercontinental Real Estate Corp.
1270 Soldiers Field Road
Boston, MA 01235

With a copies to: James M. Bradley, Esq.
Bradley & Associates
1270 Soldiers Field Road
Boston, MA 02135-1003

Katharine E. Bachman, Esq.
WilmerHale
60 State Street
Boston, MA 02109

Paul F. Driscoll, Esq.
Norman, Hanson & DeTroy, LLC
415 Congress Street
P.O. Box 4600
Portland, ME 04112-4600

To Tenant: Eight Middle Land Company LLC
86 Newbury Street
Portland, Maine 04101

With a copies to: George J. Marcus, Esq.
Marcus, Clegg & Mistretta, P.A.
One Canal Plaza, Suite 600
Portland, ME 04101

and

Nathan H. Smith, Esq.
Bernstein Shur Sawyer & Nelson
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029

and such notice shall be deemed delivered upon the earlier of actual receipt or three days after deposit in the U.S. mails as set forth above or, in the case of hand delivery, when received in person with a written acknowledgement of receipt. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above and also add persons or addresses for notices to lenders or their counsel.

c. All paragraph headings in the Parking Lease are for convenience of reference only and are of no independent legal significance.

d. This Parking Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Parking Lease, which alone fully and completely expresses their entire Parking Lease.

f. If any part of any term or provision of this Parking Lease shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Parking Lease, the application of such term or provision in any other circumstances, or the validity or enforceability of this Parking Lease.

g. The language used in this Parking Lease shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against either party. Without limiting the generality of the foregoing, the language in all parts of this Parking Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who drafted the same. It is hereby agreed that the representatives of both parties have participated in the preparation hereof.

h. This Parking Lease may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

i. This Parking Lease may not be recorded but a Memorandum hereof containing such information as is required by 33 M.R.S.A. § 201 may be recorded by either party at any time after the execution hereof. Owner agrees to execute and have acknowledged and delivered to Tenant for recording at the Cumberland County Registry of Deeds, such a Memorandum, if tendered by Tenant.

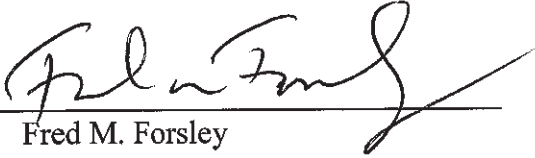
j. This Parking Lease shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives.

[Signatures Continued on Following Pages]

TENANT:

EIGHT MIDDLE LAND COMPANY LLC

By: 
Fred M. Forsley
Its Manager

OWNER:


OCEAN GATEWAY GARAGE, LLC
a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited
liability company

By: Intercontinental Fund IV Ocean Gateway, LLC, its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, its
Manager

By: Intercontinental Real Estate Corporation, its Manager

By: 
Peter Palandjian

MEMORANDUM OF LEASE

This Memorandum of Lease is made this 3rd day of May, 2013, pursuant to Title 33, Section 201 of the Maine Revised Statutes with respect to the following described Parking Lease (the "Parking Lease"):

Effective Date of Lease: As of May 1, 2013

Name of Landlord: Ocean Gateway Garage LLC, a Maine limited liability company

Name of Tenant: Eight Middle Land Company LLC, a Maine limited liability company

Initial Term: 30 Years from the Effective Date

Extension Terms: Two renewal terms – each for additional thirty (30) year term

Right of First Refusal: None

Option to Purchase: None

Description of Demised Premises:

Right to rent up to the lesser of (x) one hundred forty (140) parking spaces or (y) the minimum number plus one of parking spaces required by the City of Portland for the development by Tenant of the 8 Middle Street Parcel in accordance with permitted zoning and land-use ordinances and regulations for such parcel in the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces located on a parcel of land approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland and State of Maine and shown as "Proposed Lot 3" on plan entitled "Subdivision/Recording Plat" by Owen Haskell, Inc., dated March 22, 2006 as revised April 13, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 54.

Nothing herein shall or does change or modify the terms of the Parking Lease.

IN WITNESS WHEREOF, Ocean Gateway Garage LLC has caused this instrument to be executed by its duly authorized representatives this 3rd day of May, 2013.

[Signatures Continued on the Following Page]

OCEAN GATEWAY GARAGE, LLC
a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited
liability company

By: Intercontinental Fund IV Ocean Gateway, LLC, its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, its
Manager

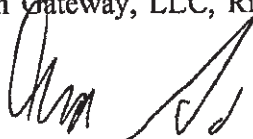
By: Intercontinental Real Estate Corporation, its Manager

By: 
Peter Palandjian

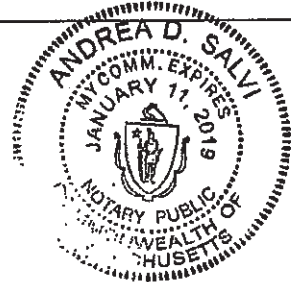
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 7th day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC and Ocean Gateway Garage LLC.



Notary Public



Received
Recorded Register of Deeds
May 07, 2013 03:55:45P
Cumberland County
Pamela E. Lovley

ATTACHMENT D

Letter of Financial Capacity



May 2, 2014

Mr. Jeff Levine
Director
City of Portland Planning and Development
389 Congress Street
Portland, Maine 04101

Re: Bateman Partners – Middle Street Commercial Building

Dear Mr. Levine,

The Bank is currently in discussions with the developer concerning a commercial project on Middle Street in Portland. Although no application for financing has yet been submitted to the Bank and no commitment or proposed terms have been presented by the Bank, we have a high degree of interest in providing construction financing for the project.

The Bank has worked with the project developer, Bateman Partners, on several successful construction projects. Based on the developer's financial capacity, development experience, and a preliminary review of the project's cash flow projections, we believe that the project and sponsor have the necessary components to develop and operate the project successfully.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael P. O'Reilly".

Michael P. O'Reilly
Vice President, Commercial Banking

3. CONFORMITY WITH APPLICABLE DESIGN STANDARDS

The following statement is made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526.

3.1 OVERVIEW

This project conforms with all the applicable design standards of Section 14-526 as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

The development will fit in with the existing street system and does not require vehicular access points to the adjacent roadway system. Bill Bray, P.E. of Traffic Solutions is preparing a Traffic Study for the proposed development. This study will be submitted to the Planning Review Staff in the near future. Based upon the level of development, it is not anticipated that the development will create any significant impacts on the surrounding street system.

2. Access and Circulation:

a. Site Access and Circulation.

(i) Pedestrian access is provided via the sidewalks along Middle Street and Hancock Street Extension. Door controlled access will be provided at each of the building entry locations. The applicant has secured adequate off-street parking within the Ocean Gateway Garage via a leased parking agreement. In addition, there is existing on-street public parking within the vicinity of the project along Middle Street and Hancock Street Extension.

(ii) There are no new vehicular access and egress points being constructed as part of this project.

(iii) The site does not feature drive up services as mentioned in this requirement.

(iv) Site access has been designed so as not to impede potential future connection to adjacent streets.

b. Loading and Servicing.

(i) Not required. There will be adequate area along adjacent streets for infrequent periods of tenants moving in/out of the building.

c. Sidewalks.

(i) The sidewalks along the project site frontage along Middle Street and Hancock Street Extension will be expanded and reconstructed with brick. All sidewalk

improvements shall conform to the City of Portland Technical Manual as shown on the project design drawings.

- (ii) The sidewalk ramps at the intersection of Middle Street and Hancock Street Extension are in good condition and are not planned to be reconstructed.
- (iii) The internal sidewalk connection from Middle Street to the building main entrance will be constructed with brick. The extension of this sidewalk to the Ocean Gateway Garage and secondary egress door will be a bituminous sidewalk, similar to the existing conditions.

3. Public Transit Access:

- a. The development will be served by the existing #8 Metro service route that has bus stops along India Street, which is within ¼ mile of the project site. Transit service does not currently traverse Middle Street or Hancock Street Extension.
- b. A new transit stop is not proposed as part of the project.
- c. A new transit stop is not proposed based on the close proximity of nearby transit stops.

4. Parking:

a. Location and Required Number of Vehicle Parking Spaces:

- (i) The applicant is providing off-street parking via a lease parking agreement within the Ocean Gateway Garage. The provided parking exceeds the parking requirements as stipulated in the City's Ordinance for each of the uses contained in the new building.
- (ii) Bill Bray, P.E. of Traffic Solutions is preparing a TDM strategy that will be submitted as part of the Traffic Study.
- (iii) No new parking is being created as part of this project.
- (iv) No new parking is being created as part of this project.
- (v) No new parking is being created as part of this project.

b. Location and Required Number of Bicycle Parking Spaces:

- (i) As shown on the site plan, storage for 22 bikes is being provided.

c. Motorcycles and Scooter Parking:

- (i) The project does not provide designated motorcycle/scooter parking.

d. Snow Storage:

- (i) Snow storage management will employ two strategies;

1. Not applicable.
 2. Not applicable.
5. Transportation Demand Management (TDM):
- a. A TDM plan is being prepared for the project by Bill Bray, P.E. of Traffic Solutions.

(b) Environmental Quality Standards

1. Preservation of Significant Natural Features:
 - a. The existing site retains no prominent significant natural features therefore no issue related to the preservation of these features applies.
 - b. Not applicable.
 - c. The applicant will not require a waiver from this standard.
2. Landscaping and Landscaping Preservation:
 - a. Landscape Preservation.
 - (i) There are several small trees within the site that will be removed as part of the building construction work. There are several existing street trees along Middle Street and Hancock Street Extension that will be preserved and protected during the construction of the new building and associated site work.
 - (ii) Not applicable.
 - (iii) Adequate measures to protect existing vegetation during construction will be provided.
 - (iv) The applicant will not require a waiver from this standard.
 - b. Site Landscaping.
 - (i) Landscaped Buffers:
 - (a) There are no observable service or loading areas.
 - (b) Not applicable.
 - (c) Not applicable.
 - (d) Not applicable.
 - (ii) Parking Lot Landscaping:
 - a) Not applicable.
 - b) Not applicable.

c) Not applicable.

(iii) Not applicable.

3. Water Quality, Stormwater Management and Erosion Control:

a. Stormwater:

(i) Runoff from the site will continue to be directed to the City's storm drainage systems in the streets.

(ii) All stormwater runoff is proposed to discharge to the City street systems. The project will not adversely impact adjacent lots or the City street system.

(iii) All stormwater runoff is proposed to discharge to the City street systems. The project will not adversely impact adjacent lots or the City street system.

(iv) All stormwater runoff is proposed to discharge to the City street systems. The project will not adversely impact adjacent lots or the City street system.

b. The Stormwater Management Plan will meet the requirements and goals stated in Section 5 of the Technical Manual. The applicant is requesting a waiver for quantity control from the site as the runoff from the site is directly discharged into a municipal system. The applicant is proposing to install a cartridge filter treatment unit (Model 10080 as manufactured by Fabco Industries or approved equal) within the building internal storm drain system. The roof drain treatment unit contains to cartridge filters capable of treating a peak discharge rate of 0.5 cfs before bypassing. A copy of the roof drain cartridge treatment unit is contained in Attachment E.

c. The project is not located in a watershed of an urban impaired stream as listed by the MeDEP.

d. Not applicable.

e. The project is serviced by both a public wastewater system and public drainage system. The project will not pose a risk of groundwater contamination.

f. The project will be connected to the public sanitary sewer system which is adequately sized for the project flows.

(c) Public Infrastructure and Community Safety Standards.

1. Consistency with City Master Plans:

a. The project has been designed to be consistent with the City's Zoning Ordinance and off-site infrastructure.

b. Not applicable.

2. Public Safety and Fire Prevention:

- a. The site has been designed to promote safe and inviting public and residential access.
- b. No changes to emergency access conditions within the surrounding streets is proposed.
- c. Fire hydrants are located within the adjacent street system. The new buildings will be fully sprinklered.

3. Availability and Adequate Capacity of Public Utilities:

- a. The applicant will secure letters from all applicable utilities stating their ability to serve this project.
- b. All on site electrical lines will be underground.
- c. All new utility infrastructures will meet the provisions of the Technical Manual.
- d. The project will be served by connection to the public sewer system within Hancock Street Extension.
- e. The sanitary sewer collection system meets all applicable sections of the Technical Manual. A stormwater management system is not required based on the project size; however, stormwater BMPs will be introduced as part of the project site work.
- f. The proposed building includes provisions for internal storage of trash and recyclables temporarily until a contracted waste management company can pick up and dispose of the solid waste.

(e) Site Design Standards.

1. Massing, Ventilation and Wind Impact:

- a. The bulk, location and height of the existing building does not result in adverse impacts to abutting properties.
- b. HVAC venting is proposed to be directed to the building roof and directed away from public spaces.

2. Shadows:

- a. Not applicable.

3. Snow and Ice Loading:

- a. The proposed building will have flat roofs; therefore, accumulated snow and ice will not fall onto adjacent properties or public ways.

4. View Corridors:
 - a. The project site is located outside the Downtown Vision View Corridor Protection Plan.
5. Historic Resources:
 - a. The development is not located in a historic district, historic landscape district or City designated landmark.
 - b. The development is not located adjacent to or within 100 ft. of a designated landmark, historic district, or historic landscape district.
 - c. There are no known archaeological resources on the site.
6. Exterior Lighting:
 - a. Site Lighting.
 - (i) Exterior lighting will be designed to meet the requirements of Section 12 of the Technical Manual.
7. Noise and Vibration:

The project noise levels will be designed to meet the permitted levels as outlined in the B-5b Zone.
8. Signage and Wayfinding:
 - a. All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.
 - (i) The project is not located in a historic district or subject to Article IX.
 - (ii) Not applicable.
 - (iii) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.
9. Zoning Related Design Standards:
 - a. The project is designed to be a high density development within a multiple story building.

3.2 ATTACHMENTS

Attachment E – Roof Drain Treatment Unit

ATTACHMENT E

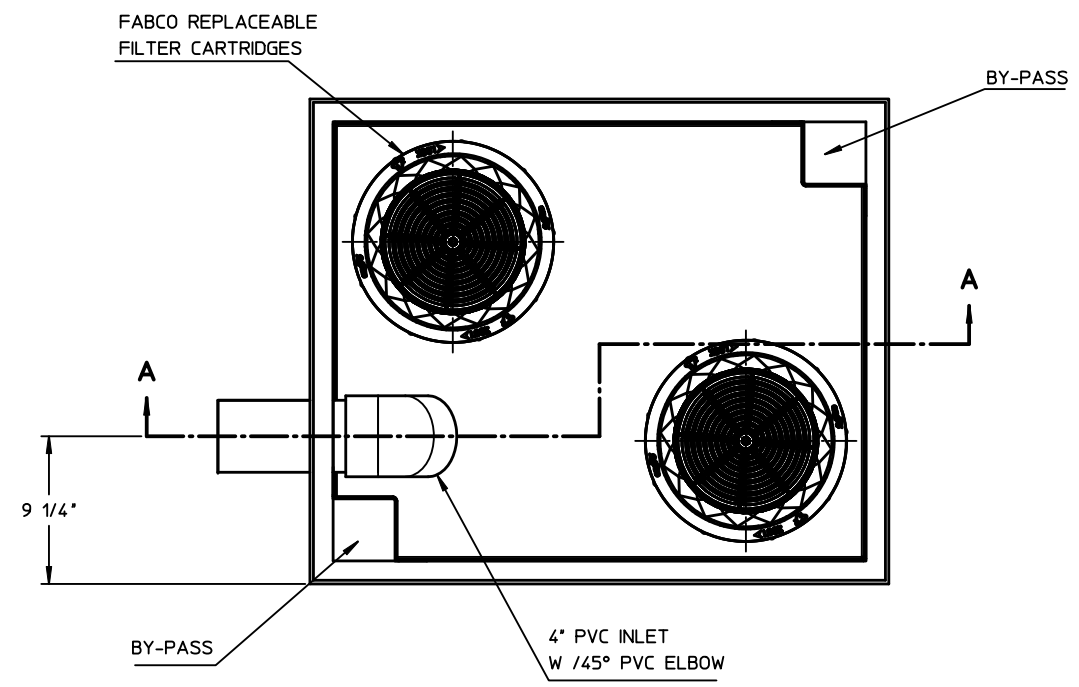
Roof Drain Treatment Unit

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	FIRST RELEASE	11/15/13	

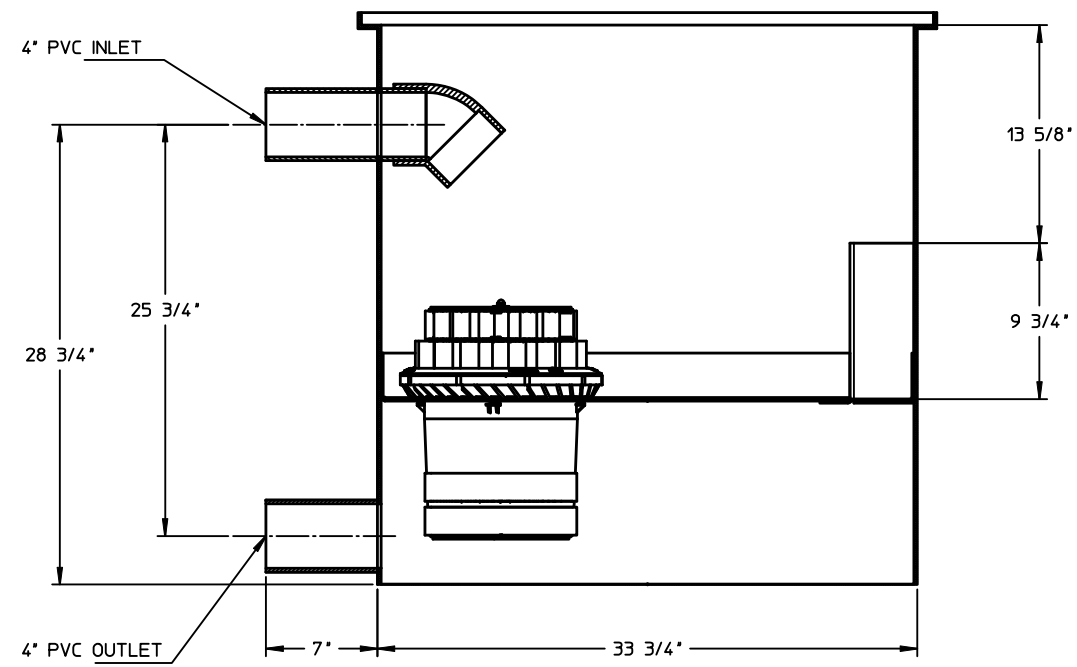
THIS DOCUMENT IS THE PROPERTY OF FABCO INDUSTRIES AND IS CONVEYED WITH THE EXPRESS CONDITION THAT IT AND THE INFORMATION CONTAINED IN IT ARE NOT TO BE USED, DISCLOSED, OR REPRODUCED IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF FABCO INDUSTRIES, AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED IN SAID DOCUMENT.

NOTES:

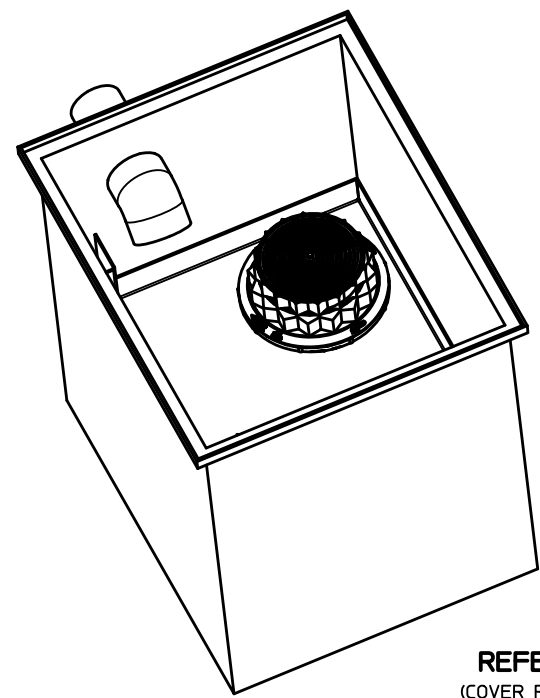
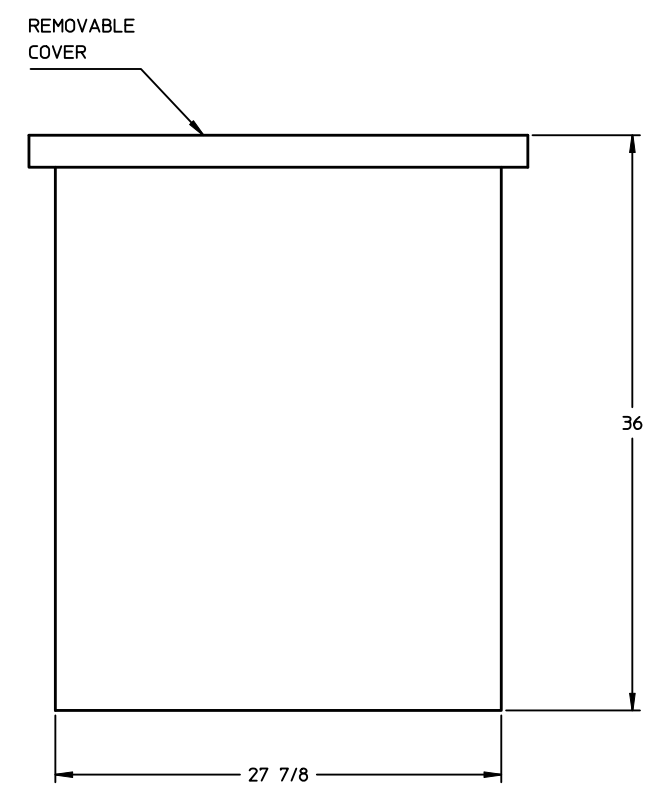
- WEIGHT (APPROX):
 - EMPTY W/CARTRIDGES: 50-LB
 - FULL OF WATER: 1200-LB
- MATERIAL:
 - FILTER HOUSING AND COVER: HDPE, WHITE
 - CARTRIDGE PLATE: 5052-H32 ALUMINUM ALLOY
 - SUPPORT HARDWARE: CRES 300 SERIES OR EQUAL
- PERFORMANCE CHARACTERISTICS (TYP):
 - DEBRIS CAPACITY: 11.0 CU-FT
 - FILTERED FLOW RATE (CLEAN HEAVY METALS CARTRIDGES): 120 GPM (.26 CFS)
 - BYPASS FLOW RATE: 848.0 GPM (1.89 CFS)
- TYPICAL INSTALLATION: CUT DOWNSPOUT PIPE AND CONNECT THE 4" INLET AND OUTLET PIPES AS REQUIRED TO REDIRECT RAIN FLOW THROUGH THE FILTER BOX.
- USE ONLY WITH FABCO REPLACEABLE MEDIA CARTRIDGES.



COVER REMOVED FOR CLARITY



SECTION A-A



REFERENCE VIEW
(COVER REMOVED FOR CLARITY)

NO	QTY	PART NUMBER	DESCRIPTION	REMARKS
BILL OF MATERIALS				
UNLESS OTHERWISE SPECIFIED		TOLERANCES:		
REMOVE ALL BURRS		DEC .00 ± .01		
BREAK SHARP EDGES .002 - .020		DEC .000 ± .005		
FILLETS .020 MAX		FRAC 1 ± 1/16		
DIMENSIONS ARE IN INCHES AND		ANGLE ± 2°		
INCLUDE ORIENTALLY APPLIED		Rn FINISH 1/8"		
OR PLATED FINISHES		APVD		
DO NOT SCALE THIS DRAWING				
MATERIAL		SEE NOTES		
MODEL LINK		10080-1		
APPROVALS		DATE		
OWN MS		11/15/13		
CHKR				
ENGR JP		11/15/13		
APVD				
FABCO INDUSTRIES, INC.		TITLE		
66 CENTRAL AVENUE		DOWN SPOUT FILTER		
FARMINGDALE, NY 11735		SIZE		
WWW.FABCO-INDUSTRIES.COM		D 1P8A4		
		CAGE CODE DWG NO		
		10080-1-000		
		REV		
		A		
SCALE 1:6		SHEET 1 OF 1		