



April 15, 2015

Ms. Shukria Wiar, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

**Subject: 16 Middle Street
Final Level III Site Plan and Subdivision Application
Letter of Response #3**

Dear Ms. Wiar:

On behalf of Bateman Partners, LLC, we are pleased to provide the following responses to the Review Comments related to the Subdivision and Site Plan Application for the proposed mixed-use building at 16 Middle Street. For ease of reference we have repeated the comments in *italics*, followed by our response.

COMMENTS FROM DAVID SENUS, WOODARD & CURRAN DATED 02-26-15

Comment 1:

The Applicant had submitted a request for Ability to Serve sanitary sewer to the City Department of Public Services on March 11, 2014 and awaits response to that letter. A copy of the sewer Ability to Serve letter should be submitted to the Planning Office upon receipt.

Response:

Our office spoke to Frank Brancely at the Department of Public Services on March 24, 2015. Mr. Brancely indicated that he will send the requested Ability to Serve letter in the near future. We will provide copies of all correspondence with the Department of Public Services to the Planning Office.

Comment 2:

In accordance with Section 5 of the City of Portland Technical Manual, a Level III Site Plan project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:

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- a) *Basic Standards: The Applicant has provided a plan, notes, and details to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500; however, a detail and proposed location should be provided for a stabilized construction entrance.*

Response:

A stabilized construction entrance has been added to the Grading, Drainage & Erosion Control Plan on Sheet C-4.0 and a detail has been added as Detail E on Sheet C-6.2.

- b) *General Standards: The Applicant has provided pollutant removal data for the cartridge filter treatment unit for managing building roof runoff (a Fabco Industries cartridge system). The proposed unit provides an acceptable means of achieving water quality treatment for the site. The location of the unit should be depicted on the plans, even if internal to the building, to document that a water quality system has been installed for the purposes of this Approval, future reviews, and inspection and maintenance of the system.*

Response:

The internal plumbing design is not complete for the proposed Middle Street building, so the locations of the cartridge filter units is still unknown. A general note has been added to the Utility Plan (Sheet C-5.0) indicating that the cartridge filters are required as part of the approval, and the locations will be added to the plans prior to construction.

- c) *Flooding Standards: The Applicant has adequately demonstrated compliance with the Flooding Standard.*

Response:

No response required.

Comment 3:

The inspection and maintenance plan should include provisions for annual inspection and reporting in accordance with Chapter 32 of the City of Portland Code of Ordinances and should address MaineDEP BMP maintenance guidelines for the subsurface chamber system.

Response:

A section for the in-line storage (underground detention StormTech® Chambers and Isolator Row) has been added to the Inspection and Maintenance plan that includes provisions for annual inspection and reporting in accordance with the above referenced ordinances and guidelines. The Record Keeping section has been updated to meet Chapter 32 of the City of Portland Code of Ordinances. A copy of the revised Inspection and Maintenance Manual is included as Attachment A to this response letter.

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Comment 4:

The inspection and maintenance plan should include catalogue cut sheets for the Fabco Model 10080-2 Storm Basin Cartridge Filter Unit to provide context to the maintenance description included in the plan.

Response:

The Fabco Model 10080-2 Storm Basin Cartridge Filter Unit cut sheet has been provided as Attachment B to the updated Inspection and Maintenance plan.

Comment 5:

An easement will be required for the temporary disturbance and grading work proposed on the Ocean Gateway Garage LLC site; this easement should be depicted on the Plat.

Response:

The Abutters Agreement by and between Ocean Gateway Garage LLC and Eight Middle Land Company LLC includes provisions for temporary disturbance and grading work proposed on the Ocean Gateway Garage LLC site in section II. Structural, Geotechnical and Construction Impact Mitigation. The agreement states that “the parties to this Agreement shall work cooperatively together to implement commercially reasonable construction means and methods in a manner which will minimize any materially adverse soil, structural, or geotechnical impacts to either the Ocean Gateway Garage, or the Eight Middle Project from the construction activities of the other.” A copy of the Abutters Agreement is included as Attachment B to this response letter.

COMMENTS FROM DAVID MARGOLIS-PINEO DATED 02-26-15

Comment 1:

Applicant will need to execute a pedestrian access easement with the City to allow public access where the proposed sidewalk encroaches the applicant’s property.

Response:

We have noted this requirement.

Comment 2:

Bike parking should be added in front of the proposed retail on Middle St. and located towards the back of the sidewalk away from the curb line.

Bike rack spacing guidelines:

- *If bike racks are located next to and parallel to the building, they shall be a minimum of 30” from the building (36” preferred). The minimum spacing between racks (on center) shall be 6’.*

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- *If bike racks are located next to and perpendicular to the building, they shall be a minimum of 48" (on center) from the building (60" preferred). The minimum spacing between racks (on center) shall be 36" (48" preferred).*
- *If bike racks are placed at the curb and parallel to the curb, they shall be located a minimum of 24" from the back of curb (36" preferred). The minimum spacing between racks (on center) shall be 6'. They should be placed/spaced to avoid car doors opening based upon expected parking spacing. Bike racks may not be placed when bicycles are parked to reduce the clear sidewalk width below 5'.*

Response:

Two bicycle racks are proposed on Middle Street in front of the proposed retail uses, as suggested. The bicycle racks are shown on the Site Layout Plan (Sheet C-3.0)

Comment 3:

If the proposed build's footings encroaches the street right of way, an easement from the City will be required. A license is proposed.

Response:

We have noted this requirement.

Comment 4:

The four property corners shall have property pins set by a registered land surveyor prior to issuance of an occupancy permit.

Response:

Property pins will be set by a registered land surveyor prior to issuance of an occupancy permit.

Comment 5:

Both of the proposed cross walk ramps at the corner of Hancock and Middle Street shall meet current City of Portland standards and ADA standards. Cross walk marking in detail on Sheet C6.2 is incorrect. Please refer to Figure I-22 in the City's Technical Manual.

Response:

The two proposed sidewalk ramps are designed in accordance with current City of Portland and ADA standards. No crosswalk markings are proposed as part of this project.

Comment 6:

Grading is proposed on land owned by the Ocean Gateway Garage LLC. The applicant will be required to obtain a grading easement to do this work. A utility easement will also be required for the stormwater detention unit.

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Response:

The Abutters Agreement by and between Ocean Gateway Garage LLC and Eight Middle Land Company LLC includes provisions for temporary disturbance and grading work proposed on the Ocean Gateway Garage LLC site in section II. Structural, Geotechnical and Construction Impact Mitigation. The agreement states that “the parties to this Agreement shall work cooperatively together to implement commercially reasonable construction means and methods in a manner which will minimize any materially adverse soil, structural, or geotechnical impacts to either the Ocean Gateway Garage, or the Eight Middle Project from the construction activities of the other.” A copy of the Abutters Agreement is included as Attachment B to this response letter.

Comment 7:

A license agreement with the City will be required to locate the proposed planters on the Middle Street sidewalk. A license is proposed.

Response:

The previously proposed planters on the Middle Street sidewalk have been removed.

Comment 8:

Please be aware that the City of Portland requires concrete encasement around electrical conduits within the road right of way. Depth to top of encasement shall be 30”.

Response:

A note has been added to Detail E on Sheet C-6.1 to specify concrete encasement around electrical conduits within the right of way.

Comment 9:

Middle Street adjacent to this project is a moratorium street. This moratorium expires in 2019. The permanent repair will require an additional grind width from what is shown.

Response:

Information gathered from the City of Portland website suggests that Middle Street was only paved between Franklin and India Streets in 2014, and the portion of Middle Street adjacent to the project is not under a moratorium.

COMMENTS FROM CAITLIN CAMERON DATED 02-26-15

Design Review Comments (red text denotes standards that require revision):

B5b Urban Commercial Business Zones:

Standard 1a:

Shared Infrastructure – Met – Project uses adjacent parking structure to meet on-site parking

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requirement and building has physical connection to garage.

Response:

No response required.

Standard 1b:

Relationship to Street – Building is set close to property line on all frontages. Staff requests that landscaping shown adjacent to retail façades be removed, especially on Middle Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping.

Response:

The landscaping adjacent to the retail façade on Middle Street has been removed on the revised project drawings.

Standard 1c:

Building Orientation – Met – Strong orientation to Middle Street is provided with retail frontage as well as principal building entrance. Visual transmittance of glass should be .7 or higher at ground floor.

Response:

No response required.

Standard 1d:

Parking Lots – Not applicable.

Response:

No response required.

COMMENTS FROM TOM ERRICO, TYLIN DATED 02-27-15

Comment 1:

I have reviewed the traffic study prepared by Bill Bray, PE and find the methods and contents to be reasonable and I have the following comments:

- a. *I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retail uses.*

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Response:

Tenant types in the ground floor retail space may be a bank, restaurant or convenience store.

- b. *The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.*

Response:

No response necessary.

- c. *The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal would be warranted following project completion.*

Response:

No response necessary.

- d. *The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.*

Response:

No response necessary.

Comment 2:

The applicant will be satisfying parking demand for the project by leasing 124 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided, but how parking will be integrated into a TDM Plan needs to be assessed.

Response:

A Traffic Demand Management (TDM) plan is included for review as Attachment C to this response letter.

Comment 3:

Greater detail is required for the Construction Management Plan. Specific details on how pedestrian and roadway conditions will be managed during construction.

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Response:

A Construction Management Plan addressing pedestrian and roadway management is included in the plan set as Sheet C-2.3.

Comment 4:

A TDM plan shall be provided for review and comment.

Response:

A TDM plan is included for review as Attachment C to this response letter.

If you have any questions regarding these materials, please contact us.

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

ATTACHMENT A

REVISED INSPECTION & MAINTENANCE MANUAL

**INSPECTION AND MAINTENANCE FOR
16 MIDDLE STREET MULTI-USE COMPLEX**

PREPARED FOR:

**BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104**

PREPARED BY:

**FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121**

JULY 2014

**REVISIONS:
APRIL 2015**

A. INTRODUCTION

The 16 Middle Street multi-use complex features a Fabco cartridge filter unit, Model 10080-2, located within the building. The stormwater management system must be regularly inspected and maintained to ensure that each component is performing as intended throughout its life.

B. FABCO MODEL 10080-2 STORMBASIN CARTRIDGE FILTER UNIT

Preface: The roof drain filter unit is intended to provide water quality treatment for runoff from the proposed roof surface prior to discharge into the municipal drainage system in Hancock Street Extension. Primary contaminants from the roof include bird waste, metals, dust, and related pollutants.

Inspection: The roof filter unit must be inspected to ensure proper function during rain events. Primary inspection goals include removal of debris, leaves, or related solids preventing filtering and water pass thru or blocking the internal overflow.

Maintenance: If the filter is not draining within 24 hours, the filter media shall be replaced in accordance with the manufacturer's instructions. The manufacturer StormBasin Maintenance Guide is attached hereto as Attachment A. Debris must be removed from the filter unit. With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam, twist the cartridge body counter-clock-wise about ¼ turn until it stops, and lift the cartridge straight up to remove. Insert the new StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a clock-wise direction until the tabs align with the slots and the cartridge body drops about ¼' further down. Once the tabs fall through the slots, continue turning firmly in a clock-wise direction until the tabs contact the STOPS. The cartridge is now installed. A cut sheet providing details of the Fabco Model 10080-2 StormBasin Cartridge Filter Unit is attached hereto as Attachment B.

Frequency: During the first year, the unit should be inspected quarterly and following all major storm events. Thereafter, the unit should be inspected at least every 6 months. Debris and sediment buildup should be removed as needed in accordance with manufacturer's recommendations. The filter cartridges shall be replaced on an annual basis. Cartridges can be sourced from Fabco Industries, Inc., phone 631-393-6024, 66 Central Avenue Farmingdale, NY 11735.

C. IN-LINE STORAGE (UNDERGROUND DETENTION STORMTECH® CHAMBERS AND ISOLATOR ROW)

Preface: The underground storage systems for this project are StormTech® chamber systems for detention after water quality treatment units. Because of the difficulty in access for inspection and maintenance, the units will be preceded with pretreatment to remove sediment.

In-line storage systems typically have a restrictive outlet when used for detention. This outlet is a separate downstream appurtenance with orifices, weirs, and overflows.

Specific design cautions should be considered if in-line storage is used as part of a stormwater management system. In-line storage systems have multiple inspection ports that may require confined space entry.

Inspection: Inspection of in-line storage systems should follow all protocols for confined space entry. Inspections of the StormTech® isolator row and chamber system should follow the design manual specification and should include:

- Visual inspection of the isolator row for sediment through inspection ports and measurement of the depth of sediment.
- Cleanout the isolator row if accumulation of sediment exceeds a depth of 3”.
- Inspection of inlets and outlets periodically for debris.
- Inspection and cleaning of catch basins and manholes upstream of the StormTech® system following local guidelines.

Maintenance: Maintenance of in-line storage systems will vary depending upon the extent of pretreatment, the nature of the receiving bodies, and the design. Leaks and damaged portions of the system should be repaired immediately upon discovery. The isolator row requires cleaning using a JetVac when sediment accumulation exceeds a depth of 3” inside the isolator row.

Maintaining Responsibility: A contract for third party maintenance needs to be established before occupancy.

Frequency: Isolator row inspections should be conducted monthly during wet weather conditions from March to November. The inlet and outlet of the in-line storage system should be checked periodically for debris. Maintenance repairs should be performed as soon as possible. Sediment should be removed from the isolator row at least annually or when sediment accumulation exceeds a depth of 3”.

D. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document filter operation and related site maintenance. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by the City of Portland Department of Public Services (DPS). Copies of such records should be filed with the DPS in the annual report on or before June 30th of each year with the appropriate filing fee. The annual report should include a completed and signed certification to the DPS in a form provided by DPS, certifying that the person has inspected the stormwater management systems and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan. Records of deficiencies and corrective actions shall be provided as part of the annual report. A Typical inspection and maintenance record form is attached hereto as Attachment C.

E. CONTRACT SERVICES

In some instances or at specific times, the owner may not have the ability to conduct the required inspection and/or maintenance programs as outlined in this document. In such case, the work should be accomplished on a contractual basis with a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be formal, well-written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

ATTACHMENT A

Fabco StormBasin Maintenance Guide



StormBasin

Proprietary Water Quality Filter
System

Maintenance Guide

For
Middle/India Street Infill Project

Caution

Do not step, stand, sit or in any way use the StormBasin device to support your weight during the maintenance procedure.

Caution

StormBasin units may be installed into street level drain inlets. The StormBasin should be maintained by trained individuals who are familiar with all Traffic safety regulations.

Maintenance Guide

Pre-installation Cleaning

The StormBasin like any other storm water remediation device requires maintenance to remain efficient as a storm water filter. Fabco Industries highly recommends inspecting the perspective catch basin storm sewer before installing a StormBasin unit and thoroughly cleaning it if necessary.



Cleaning Frequency

After installation the StormBasin requires periodic cleaning. There are no hard and fast rules in this regard. Small units and installation sites with higher than expected sediment loads or areas with significant trees and foliage require more maintenance. In general, Fabco Industries recommends cleaning out the unit(s) a minimum twice per year by removing the debris, sand and silt.

Cleaning out the StormBasin: Combination style drain inlets

<p>Do not lift or remove the StormBasin from the grated inlet during cleaning. Be sure to follow proper road safety rules & regulations when working in the street.</p> <p>Begin by removing the grate from the inlet. CAUTION: Grates are extremely heavy. Some type of lifting mechanism is highly recommended.</p> <p>Place it carefully on the ground away from the work area.</p>	
<p>With the grate removed the StormBasin is available for cleaning. Do not step, stand, sit or in any way use the StormBasin to support your weight. Be sure to follow all Safety and Traffic protocols.</p> <p>Remove the sediment and debris from the basin. This can be done manually or with a vacuum device. Be sure you are wearing gloves, safety glasses and that traffic safety procedures are observed.</p>	
<p>With the debris and sediment removed the filter cartridge(s) will be visible at the bottom of the unit. We suggest removing the cartridge(s) from the StormBasin and removing any loose debris, sediment, trash from the blue foam pre-filter. (See Removing the filter Cartridge). Cartridge replacement is recommended annually.</p>	
<p>With the StormBasin and cartridges cleaned and re-installed the maintenance process is complete. Re-install the drain grate to complete the job.</p>	

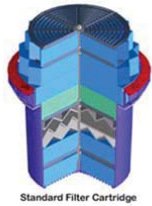
Maintenance Guide

Selecting, Removing and Installing the StormBasin Cartridges

The Fabco filter cartridges used in the StormBasin product are designed primarily to capture: floating materials, sediments and suspended solids and emulsified products such as hydrocarbon compounds, dissolved heavy metals, nutrients (P&N) and pathogens (bacteria). Before ordering your cartridges make sure you select the correct type. Each cartridge type can be identified by a colored "Ring" located at the top of the cartridge.

Selecting the right cartridge(s)

Part Number	Effectiveness	Ring color code
9718-1	Standard Cartridge Good All-purpose cartridge for common surface runoff that may contain a little bit of everything.	Red
9718-2	Pathogens Cartridge 2x's more pathogen treatment Vs. Std Cartridge. Use near sensitive water ways to keep beaches and shell fishing areas open.	Yellow
9718-3	HV Hydrocarbon Cartridge 25% more hydrocarbon filter media Vs Std cartridge. Excellent for vehicle or maintenance related applications.	Blue
9718-4	HV Metals Cartridge Uses unique FABLITE filter media for HV metals. Suggested for industrial usage where persistent HV metals have been identified in surface runoff	Grey
9718-5	Standard short Cartridge Reduced height version of std Cart.	Mint
9718-6	Nutrients Cartridge Uses proprietary FABPHOS media for nutrients. Highly effective on the critical dissolved Ortho-Phosphates. Helps reduce algae blooms keeping the water clean and healthy.	Green



Maintenance Guide

Referring to the pollutant concentrations stated in the NYS stormwater design manual, the standard cartridge should be expected to last a minimum of 1 year. Fabco's special short cartridge should be replaced twice per year.

Removing the Filter Cartridge(s)

With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam. Twist the cartridge body Counter-Clock-wise about ¼ turn until it stops. Lift the cartridge straight up to remove.



Installing new Filter Cartridge(s)

The StormBasin filter cartridge(s) install through a hole in the bottom of the collection basin. The hole has four (4) slots that accept 4 tabs molded into the underside of the cartridge body.



Insert the StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a Clock-wise direction until the Tabs align with the slots and the cartridge body drops about ¼' further down.



Once the Tabs fall through the slots, continue turning firmly in a Clock-wise direction until the Tabs contact the STOPS. The Cartridge is now installed.



ATTACHMENT B

**Fabco Model 10080-1 StormBasin
Cartridge Filter Unit Cut Sheet**

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.

FORM FAB-002

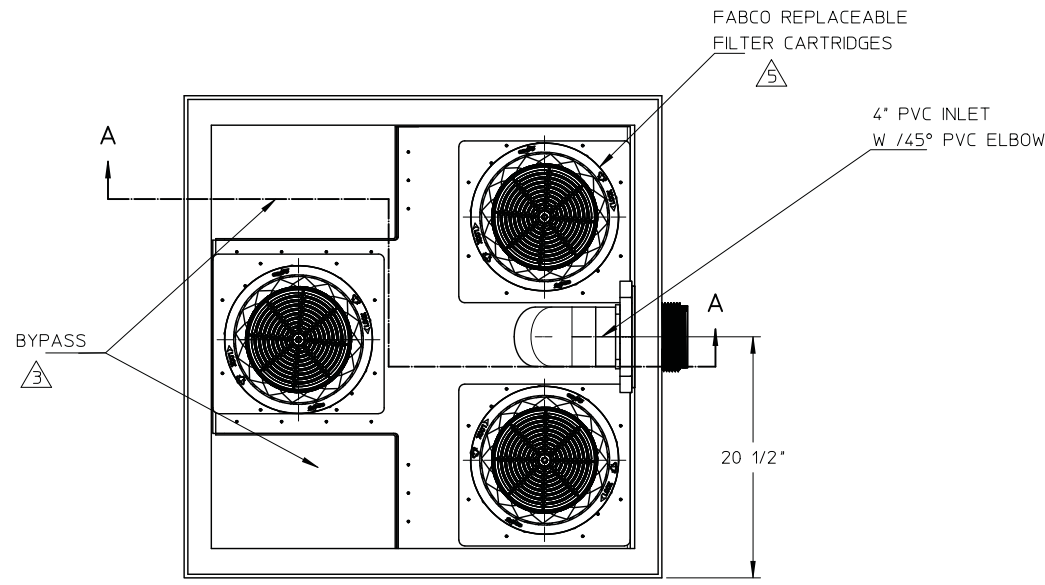
REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	FIRST RELEASE	6/30/14	

NOTES:

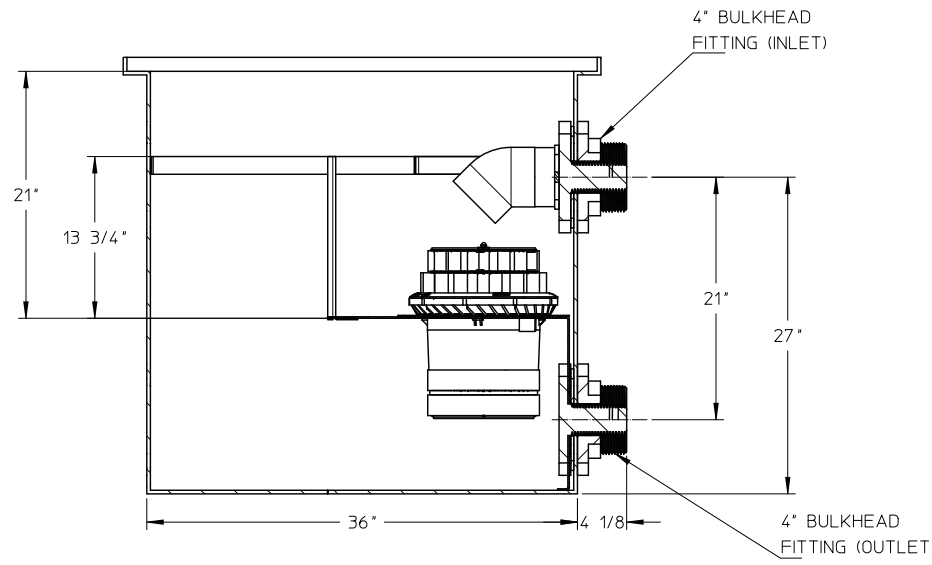
- WEIGHT (APPROX):
 - EMPTY W/CARTRIDGES: 50-LB (MAX)
 - FULL OF WATER: 1800-LB (MAX)
- MATERIAL:
 - FILTER HOUSING AND COVER: HDPE, WHITE
 - CARTRIDGE PLATE: 5052-H32 ALUMINUM ALLOY
 - SUPPORT HARDWARE: CRES 300 SERIES OR EQUAL
- PERFORMANCE CHARACTERISTICS (TYP):
 - DEBRIS CAPACITY: 11.0 CU-FT
 - FILTERED FLOW RATE: SEE TABLE 1
 - BYPASS FLOW RATE: 3100 GPM (6.9 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.
- ALL TANK DIMENSIONS ARE REFERENCE AND VARY BY THE STANDARD ROTATIONAL MOLDING TOLERANCE OF ± 3%

TABLE 1 
ADDITIONAL CARTRIDGE DESIGNS

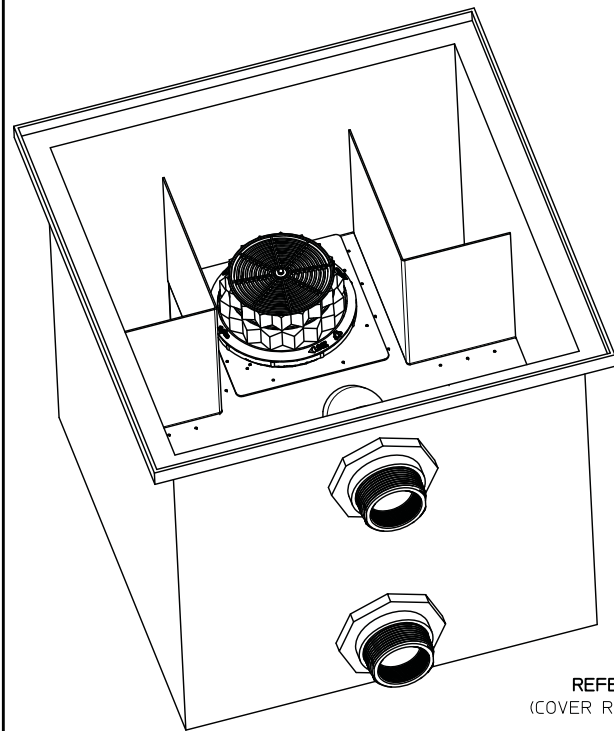
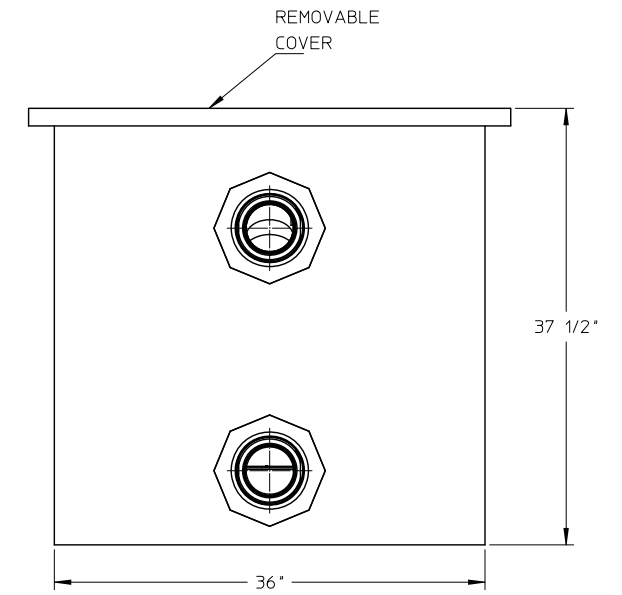
ORDER NUMBER	DESCRIPTION	COLOR CODE	FLOW RATE (TYP)
9718-1	STANDARD	RED	115 GPM (.26 CFS)
9718-2	BACTERIA	YELLOW	115 GPM (.26 CFS)
9718-3	HYDROCARBONS	BLUE	115 GPM (.26 CFS)
9718-4	HEAVY METALS	GREY	60 GPM (.13 CFS)
9718-5	STANDARD (SHORT)	MINT	115 GPM (.26 CFS)
9718-6	NUTRIENTS	GREEN	100 GPM (.22 CFS)
9718-7	HIGH FLOW	RED (MARKED)	260 GPM (.58 CFS)



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		
FILLET .020 MAX		FRAC ± 1/16		
DIMENSIONS ARE IN INCHES AND		ANGLE ± 2°		
INCLUDE CHEMICALLY APPLIED		Rg FINISH		
OR PLATED FINISHES		DO NOT SCALE THIS DRAWING		
MATERIAL		APVD		
SEE NOTES		FABCO INDUSTRIES, INC.		
MODEL LINK		66 CENTRAL AVENUE		
10080-2		FARMINGDALE, NY 11735		
		WWW.FABCO-INDUSTRIES.COM		
APPROVALS		DATE		
DWN MS		6/30/14		
CHKR				
ENGR JP		6/30/14		
APVD				
TITLE		DOWNSPOUT FILTER, 3C		
SIZE		CAGE CODE		
D		1P8A4		
DWG NO		10080-2-000		
REV		A		
SCALE		1:8		
WT		SHEET 1 OF 1		



ATTACHMENT C

Sample Inspection Logs

**16 MIDDLE STREET MIXED-USE COMPLEX
EIGHT MIDDLE LAND COMPANY, LLC
PORTLAND, ME**

ROOF DRAIN FILTER ANNUAL INSPECTION & MAINTENANCE LOG			
FACILITY:		YEAR:	
LOCATION: 16 Middle Street		CONTRACTOR:	
FUNCTION:		INSPECTOR:	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	DESCRIPTION OF CONDITIONS	MAINTENANCE ACCOMPLISHED	DATE OF MAINTENANCE
GENERAL COMMENTS:			

**16 MIDDLE STREET MIXED-USE COMPLEX
EIGHT MIDDLE LAND COMPANY, LLC
PORTLAND, ME**

STORMTECH® ISOLATOR ROW AND CHAMBER SYSTEM ANNUAL INSPECTION & MAINTENANCE LOG			
FACILITY:		YEAR:	
LOCATION: 16 Middle Street		CONTRACTOR:	
FUNCTION:		INSPECTOR:	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	DESCRIPTION OF CONDITIONS	MAINTENANCE ACCOMPLISHED	DATE OF MAINTENANCE
GENERAL COMMENTS:			

ATTACHMENT D

**Summary Checklist
Inspection and Maintenance**

**Stormwater Management System
Maintenance Program
Summary Checklist**

Item	Commentary	Frequency				
		Monthly	Quarterly	Semi-Annual	Annual	Long Term
Roof Drain Filters	Inspect systems to verify adequate functioning and capacity. Dispose of filters that have reached useful life in accordance with manufacturer's recommendations. Replace filters as required.		X			
StormTech® Chambers and Isolator Row	Inspect of the isolator row shall be conducted monthly during wet weather conditions from March to November. Cleaning shall be performed as needed when the accumulation of sediment exceeds a depth of 3". Repairs shall be performed immediately upon discovery of damage.	X				
Litter	Litter should be removed daily.					

ATTACHMENT B

**ABUTTERS AGREEMENT BY AND BETWEEN
OCEAN GATEWAY GARAGE LLC
AND EIGHT MIDDLE LAND COMPANY LLC**

ABUTTERS AGREEMENT

by and between

OCEAN GATEWAY GARAGE LLC

and

EIGHT MIDDLE LAND COMPANY LLC

With respect to premises located at:

167 FORE STREET
and
8 MIDDLE STREET
PORTLAND, MAINE

ABUTTERS AGREEMENT

THIS ABUTTERS AGREEMENT ("Agreement"), made and effective as of May 1, 2013, by and between Ocean Gateway Garage LLC, a Maine limited liability company with a local address of 167 Fore Street, Portland, Maine 04101 ("Ocean Gateway"), Eight Middle Land Company LLC, a Maine limited liability company with a local address of 8 Middle Street, Portland, Maine 04101 ("Eight Middle").

WHEREAS, Ocean Gateway is the owner of property located at 167 Fore Street, Portland, Maine (collectively, "167 Fore Street") upon which Ocean Gateway is currently operating a parking garage containing approximately 720 parking spaces (together with 167 Fore Street, "Ocean Gateway Garage"); and

WHEREAS, Eight Middle is the owner of property adjacent to the Ocean Gateway Garage located at 8 Middle Street, Portland, Maine described in a deed recorded in the Cumberland County Registry of Deeds in Book 30623, Page 314 ("8 Middle Street"); and

WHEREAS, Eight Middle proposes to undertake a development project at 8 Middle Street which may include offices, a residential component, a retail component, open space, site amenities and/or other lawful uses; and

WHEREAS, Ocean Gateway, and Eight Middle desire to enter into this Agreement, to declare certain covenants with respect to mitigation of construction impacts as between the Parcels (hereinafter defined);

NOW THEREFORE, in consideration of the foregoing, the promises and premises set forth below and for other consideration, the nature and sufficiency of which are hereby acknowledged, the parties hereto agree and declare for the benefit of one another as follows:

DEFINITIONS

A. DEFINITIONS.

As used from time to time in this Agreement:

"Air Rights Improvements" shall mean the right to construct a building extension over the Garage Access Easement Area designed such that there shall be at least 13.5 feet of continuous ground clearance between the underside of the building extension over the Garage Access Easement Area (as defined in Article IV below) and the surface of the existing entrance driveway to the Ocean Gateway Garage from the sideline of Middle Street to the northerly line of the Hancock Street Passageway, together with a supporting wall or columns with associated footings all as further described in Article IV below.

"Baseline Conditions" shall have the meaning specified in Section II.C below.

"Business Day" shall mean any day other than a Saturday, Sunday, official Federal holiday or legal holiday in the State of Maine.

"Condominium Association" shall mean the organization of Condominium unit owners of a Parcel and used by them to manage and regulate a Condominium from time to time pursuant to the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time.

"Deed" shall mean that deed of land at 8 Middle Street, of near or even date with this Agreement, from Ocean Gateway to Eight Middle.

"Exhaust Ducts" shall mean any ducts which vent to the ambient air from building HVAC equipment, Co-Generation Units, kitchen equipment, or parking areas.

"including", "any" and "all" shall each mean "including but not limited to."

"Eight Middle" shall mean, as of the date hereof, Eight Middle Land Company, LLC, and hereafter shall mean collectively the person(s) or the entity or entities and their successors and assigns who is or are the record fee owner(s) or ground lessee(s) of 8 Middle Street or any subdivided and/or ground leased portion thereof from time to time; provided, however, that upon the establishment of record of any Condominium and for as long thereafter as the Condominium shall continue in existence under applicable law, Eight Middle shall mean the Condominium Association acting on behalf of such Condominium.

"Eight Middle Project" shall mean the 8 Middle Street Parcel and any buildings, garages, common areas and other improvements thereon, commonly known as 8 Middle Street, as the same may be altered, expanded, reduced or otherwise changed by Eight Middle from time to time.

"Hancock Street Passageway" shall mean the passageway perpendicular to Hancock Street which extends westerly from Hancock Street between the northwesterly side of the Ocean Gateway Garage and the 8 Hancock Street Parcel.

"Ocean Gateway" shall mean, as of the date hereof, Ocean Gateway Garage LLC, and hereafter shall mean collectively the person(s) or the entity or entities who is or are the record fee owner(s) or ground lessee(s) of 167 Fore Street or any subdivided and/or ground leased portion thereof from time to time; provided, however, that upon the establishment of record of any Condominium and for as long thereafter as the Condominium shall continue in existence under applicable law, Ocean Gateway shall mean the Condominium Association acting on behalf of such Condominium Unit Owners.

"Ocean Gateway Garage" shall mean the existing garage facility containing approximately 720 parking spaces located at 167 Fore Street, as it may be expanded, repaired, maintained, renovated or replaced from time to time comprised of, among other characteristics, the parking garage, its access ways and easements, , fixtures, equipment, supporting utilities, site amenities and office administration facilities.

"Ocean Gateway Project" shall mean the Ocean Gateway Garage and the buildings, garages, common areas and other improvements thereon, commonly known as 167 Fore Street, as the same may be altered, expanded, reduced or otherwise changed by Ocean Gateway from time to time.

"Legal Requirements" shall mean all laws, ordinances, rules, regulations, statutes, by-laws, building codes, court decisions, orders and requirements of all public authorities.

"Mechanical Equipment" shall mean any externally mounted or vented mechanical equipment, including transformers, generators, chillers, air conditioners, mechanical/ventilation systems, HVAC equipment, co-generation units, vents or similar devices.

"Owner" shall mean the owner of any Parcel.

"Parcel" as sometimes used herein shall mean the land included within any or all of 167 Fore Street or 8 Middle Street or any subdivided and/or ground leased portion thereof, as the context may require.

"Pedestrian Ramp" shall mean an elevated, enclosed walkway extending from a building at 8 Middle Street to a corresponding level of the Ocean Gateway Garage, above and across the Hancock Street Passageway.

"Preliminary Plans" shall mean architectural and engineering plans of the proposed Pedestrian Ramp which shall include the engineering specifications, dimensions, design features, door locations and design, structural features, method of affixation to the Ocean Gateway Garage as well as any proposed modifications to the garage guardrails and garage screen panels.

"Registry of Deeds" shall mean the Cumberland County Registry of Deeds.

"Residential Area" shall mean any areas of the Eight Middle Project comprised of residential condominium units and all associated common areas.

"Residential Unit," singly, and "Residential Units," collectively, shall mean each unit and all of the units, respectively, of a Condominium created within a Residential Area.

"Residential Unit Owner," singly, and "Residential Unit Owners," collectively, shall mean each owner of record title to any Residential Unit and all owners of record title to the Residential Units, respectively, from time to time.

I. EIGHT MIDDLE PROJECT DESIGN

A. Location of Mechanical Equipment and Vents

With the exception of entryway vents or heaters which relate to venting or heating the space within the Pedestrian Ramps which may extend to the Ocean Gateway Garage from any structure constructed at 8 Middle Street, no mechanical equipment shall be attached to or mounted on the structure comprising the Ocean Gateway Garage, by Eight Middle as part of its development the 8 Middle Property. Nothing herein shall prevent the placement by Eight Middle of Mechanical Equipment on the roof of any building constructed at 8 Middle or from the venting of such equipment in any or all directions, so long as such equipment does not direct, by mechanical means, a steady concentrated stream of exhaust air into the Ocean Gateway Garage.

B. Mechanical Equipment Exhaust

Mechanical Equipment with exhaust vents may be vented to the Hancock Street Passageway between the Ocean Gateway Garage and 8 Middle Street but shall be baffled if necessary, to prevent any direct steady concentrated stream of exhaust air from being blown by the mechanical equipment directly into the Ocean Gateway Garage. Any such baffle, if necessary, may be mounted on the building at 8 Middle Street but, in no case, shall extend into the airspace above the Hancock Street Passageway.

C. Breach of Conditions - Remedies

Each party agrees, without limiting its respective right to defend any action on the merits, that the other party shall have a right of specific performance hereunder with respect to the obligations of any party under Articles I A and B above.

II. STRUCTURAL, GEOTECHNICAL AND CONSTRUCTION IMPACT MITIGATION

A. Structural and Geotechnical Mitigation.

Due to the proximity of the Ocean Gateway Project to the Eight Middle Project, the parties to this Agreement shall work cooperatively together to implement commercially reasonable construction means and methods in a manner which will minimize any materially adverse soil, structural, or geotechnical impacts to either the Ocean Gateway Garage, or the Eight Middle Project from the construction activities of the other.

B Review of Engineering and Design Criteria.

The parties to this Agreement and their respective consultants will meet, as appropriate, and shall provide each other and their respective consultants with all engineering drawings and specifications once available and requested by either of them for those portions of any pending Project which may be expected in good faith business judgment to be relevant to the fulfillment of the obligations under the preceding Paragraph A.

C. Baseline Conditions.

Prior to any ledge blasting or other ledge removal or pile driving, the parties undertaking the activity shall obtain a pre-blasting or ledge removal or pile driving survey documenting the conditions of the foundation and other structural elements of any existing built structure on the other Party's adjacent property. The contents of that survey (hereafter the "Baseline Conditions") shall be admissible as evidence in any dispute regarding alleged damage caused by such ledge removal or pile driving.

D. Excess Cleaning Expenses.

With respect to the Eight Middle Project, Eight Middle shall take appropriate measures, including installation and maintenance of temporary partitions, drop cloths, tarpaulins or other means to limit dust or dirt from its pre-construction and construction activities from blowing or drifting into the Garage. If despite these efforts, Ocean Gateway incurs out-of-pocket excess cleaning expenses because of the construction activities at 8 Middle Street then Eight Middle

shall reimburse Ocean Gateway for the out-of-pocket excess cleaning expenses provided they are reasonable and well documented.

III. DESIGN, INSTALLATION AND MAINTENANCE OF PEDESTRIAN RAMPS

By deed of even date Eight Middle has acquired the right to extend up to two above-ground enclosed Pedestrian Ramps from the building to be constructed at 8 Middle Street to corresponding levels of the Ocean Gateway Garage. This Article III outlines the procedure for design, approval, construction and maintenance of the Pedestrian Ramps and related matters.

A. Design and Submission of Plans

If Eight Middle intends, as part of its development of 8 Middle Street Parcel to extend Pedestrian Ramps from the building at 8 Middle Street over the Hancock Street Passageway between the 8 Middle Street property and the Ocean Gateway Garage as now constructed, on or over land of Ocean Gateway then Eight Middle shall provide that its architects and/or engineers shall submit to Ocean Gateway Preliminary Plans showing the proposed design, specifications for and location of the Pedestrian Ramps, which in addition to having a steel superstructure shall be enclosed in the manner similar to that used with other Pedestrian Ramps over streets in Portland, Maine with doors at or near the garage end. The plans shall: (1) show proposed alterations to the garage metal screen siding and guardrails to allow for Pedestrian Ramp installation; (2) provide detail drawings as to how the garage metal screen siding and guardrails is proposed to be secured on either side of the ramp entrance at the garage end; (3) be designed so that to the extent possible each Pedestrian Ramp placement shall impact not more than one parking space; and (4) provide design and specifications for an attractive and structurally-sound ramp, the design and appearance of which will in Ocean Gateway's commercially reasonable judgment integrate well with the design and appearance of the Ocean Gateway Garage and be sufficient to achieve the purposes for which it is intended. Ocean Gateway agrees in order to facilitate the preparation of the Preliminary Plans, at the request of Eight Middle, to either provide copies of the structural design plans for the Ocean Gateway Garage or provide authority for Eight Middle to obtain a copy from the engineering firm which prepared the plans.

B. Review and Approval Process

The Preliminary Plans submissions required in Article III (A) above shall be subject to review and approval by Ocean Gateway or its design professionals and/or engineers, which approval shall not be unreasonably withheld, conditioned, or delayed. Sixty days after receipt of the Preliminary Plans Ocean Gateway shall provide either an approval, or approval with conditions, or a request for further modifications or more detailed submissions. Approval of the Preliminary Plans shall mean that installation of the Pedestrian Ramps conforming in all material respects to the design and specifications provided in the Preliminary Plans is acceptable. In the event that as part of the building design refinement for 8 Middle Street or as part of the governmental approvals for 8 Middle Street, changes become necessary to the Preliminary Plans, then those changes will be submitted to Ocean Gateway for approval in the same manner as outlined above.

C. Construction

The Pedestrian Ramps shall be installed in a good and workmanlike manner in substantial compliance with all plan approvals and in a manner which minimizes disruption of the parking at the Ocean Gateway Garage and which complies fully with City of Portland permitting requirements. To the extent any installation and operation of a Pedestrian Ramp occupies parking spaces which would otherwise be available for rental, the monthly market rental rate shall be paid to Ocean Gateway Garage for each month or partial month a space is not available for general garage parking because of the installation of the Pedestrian Ramp and the parking spaces so occupied will count toward and serve to reduce the number of "Parking Spaces" that Eight Middle will be entitled to draw down in accordance with all of the terms and conditions of the Parking Lease between the parties of even date. Eight Middle shall provide Ocean Gateway with "as built" plans showing the Pedestrian Ramps and all ancillary structures and systems. The "as built" plans must be accompanied by a licensed architect's or engineer's certification to Ocean Gateway that the Pedestrian Ramps and all ancillary structures and systems materially conform to the terms of the Preliminary Plans and specifications previously approved by Ocean Gateway and comply in all respects with City of Portland permitting requirements.

D. Maintenance and Repair

Eight Middle shall maintain the Pedestrian Ramps and the associated HVAC equipment, lighting and any security cameras in good condition and repair. The Pedestrian Ramps shall either be equipped with continuous lighting for all non-daylight hours or motion-sensored lighting so that any time the Pedestrian Ramp is in non-daylight use by pedestrians, the ramp and entrance into the garage space is lit. Eight Middle shall be solely responsible for the continuous good repair, maintenance and safe use of the Pedestrian Ramps by pedestrians gaining access, ingress and egress to the Ocean Gateway Garage. Eight Middle shall defend and indemnify Ocean Gateway of and from any and all claims, demands, actions, causes of action, suits at law and/or in equity arising from any personal injuries (including death) and property damage allegedly sustained by pedestrians within the Pedestrian Ramps.

E. Payment to Ocean Gateway for Loss of Parking Revenue

It is acknowledged that attachment of the Pedestrian Ramps at up to two locations will likely involve the loss of parking spaces at each location. The parking spaces lost because of the installation of the Pedestrian Ramps shall be deemed to be spaces rented under the Parking Lease at the monthly rates provided therein and reduce correspondingly the number of spaces for which access cards (etc.) shall be issued under the Parking Lease. By way of example if the Parking Lease is for 140 spaces and the Pedestrian Ramps installation and operations result in a loss of 2 parking spaces then East India will have right to actually park only 138 vehicles. To the extent possible given permitting, code and engineering requirements, the Pedestrian Ramps shall be designed, installed and operated so as not to involve the loss of more than one parking space for each ramp.

F. Removal of Pedestrian Ramps

If at any point in the future Eight Middle removes the Pedestrian Ramps, then Eight Middle shall promptly restore the garage screen panels and associated railings and floor to the condition which existed prior to the placement of the Pedestrian Ramps.

G. Reimbursement of Expenses of Ocean Gateway Garage

In addition to any reimbursements for lost parking spaces outlined above, Eight Middle also agrees to reimburse Ocean Gateway for the reasonable costs of Ocean Gateway Garage's consultants for the plan reviews and approval process outlined above and for any periodic inspections during the construction process when the Pedestrian Ramps are being installed. Eight Middle shall pay all costs and reimbursements due under this Abutters Agreement to Ocean Gateway within fifteen (15) business days of the date such items are invoiced to Eight Middle.

H. Access to the Garage for Construction and Maintenance

Eight Middle and its contractors shall have the right upon 24 hours prior notice to Ocean Gateway Garage to enter into the garage for any of the foregoing purposes including without limitation installation, maintenance, replacement, and repair of the Pedestrian Ramps and any related facilities.

IV. DESIGN, INSTALLATION AND MAINTENANCE OF AIR RIGHTS IMPROVEMENTS

By deed of even date from Hancock and Middle LLC to Ocean Gateway Garage LLC, Eight Middle has acquired the right to extend the building to be constructed at 8 Middle Street into the air space above the "Garage Access Easement Area" described thereon as well as the right to place foundation footings and a supporting wall or columns up to 18" in width along the northwesterly edge of the Garage Access Easement Area. This Article III outlines the procedure for design, approval, construction and maintenance of the Air Rights Improvements and related matters.

A. Design and Submission of Plans

If Eight Middle intends as part of its development of 8 Middle Street Parcel to construct the Air Rights Improvements, then Eight Middle shall provide that its architects and/or engineers shall submit to Ocean Gateway Preliminary Plans showing the proposed design, specifications for and location of the Air Rights Improvements which shall include the following: (i) be designed such that there shall be at least 13.5 feet of continuous ground clearance between the underside of the building extension over the Garage Access Easement Area from the Middle Street edge of the building opening to the Hancock Street Passageway; (ii) that the supporting wall or columns will not exceed 18 inches in width; (iii) that the footings for the supporting wall will run along the northwesterly sideline of the 8 Middle Street property and not extend onto the Garage Access Easement Area more than 30 inches from the abutter property line and be installed below the surface of any pavement and curbing presently existing in the Garage Access Easement Area, (iv) that no portion of the Air Rights Improvements, supporting wall, columns or footings shall be installed within the Hancock Street Passageway or otherwise encroach over Ocean Gateway Garage land; and (v) that all such Air Rights Improvements, supporting wall, columns or footings shall comply with City of Portland permitting requirements.

B. Review and Approval Process

The Preliminary Plans submissions shall be subject to review and approval by Ocean Gateway or its design professionals and/or engineers, which approval shall not be unreasonably withheld, conditioned, or delayed. The scope of the review by Ocean Gateway's consultants shall be limited to confirming that the proposed Air Rights Improvements meet the location, clearance, permitting and dimensional requirements specified in Article IV A above and that the installation of the supporting walls or columns and footings will not adversely affect the structural integrity of the Ocean Gateway Garage. The Preliminary Plans shall be accompanied by a licensed architect's or engineer's certification to Ocean Gateway that the proposed Air Rights Improvements, if constructed and installed in accordance with the Preliminary Plans, will not adversely affect the structural integrity of the Ocean Gateway Garage. Sixty days after receipt of the Preliminary Plans, Ocean Gateway shall provide either an approval, or approval with conditions, or a request for further modifications or more detailed submissions. Approval of the Preliminary Plans shall mean that installation of the conforming in all material respects to the design and specifications provided in the Preliminary Plans is acceptable. In the event that as part of the building design refinement for 8 Middle Street or as part of the governmental approvals for 8 Middle Street, changes become necessary to the Preliminary Plans, then those changes will be submitted to Ocean Gateway for review and approval in the same manner as outlined above. Any approval of the Preliminary Plans shall not mean that Ocean Gateway has accepted any risk that the Air Rights Improvements, as finally installed, have affected or may in the future affect the structural integrity of the Ocean Gateway Garage or serve to estop Ocean Gateway from asserting any such claim, all of which are hereby expressly reserved.

C. Construction

The Air Rights Improvements shall be installed in a good and workmanlike manner in substantial compliance with all plan approvals and in a manner which minimizes disruption of access to parking at the Ocean Gateway Garage by garage patrons though the Garage Access Easement Area. During construction of the Air Rights Improvements Eight Middle may place temporary scaffolding and forms and related equipment in the Access Easement Area provided there shall be at all times practical and convenient vehicle and pedestrian access into the Garage. Upon substantial completion of the Air Rights Improvements any damage to the improvements in the Access Easement Area previously installed by Ocean Gateway shall be promptly restored to their condition prior to such damage. Eight Middle shall be solely responsible for the continuous safe use of the Garage Access Easement Area by garage patrons gaining access, ingress and egress to the Ocean Gateway Garage. Eight Middle shall defend and indemnify Ocean Gateway of and from any and all claims, demands, actions, causes of action, suits at law and/or in equity arising from any injuries (including death) allegedly sustained by garage patrons that may occur during the construction of the Air Rights Improvements over the Garage Access Easement Area.

D. Maintenance and Repair

Eight Middle shall maintain Air Rights Improvements in good condition and repair.

E. Removal of Air Rights Improvements

If at any point in the future the Air Rights Improvements are removed, then Eight Middle agrees that all improvements in the Garage Access Easement Area owned or installed by Ocean

Gateway will be restored to the condition which existed prior to the placement of the Air Rights Improvements.

G. Reimbursement of Expenses of Ocean Gateway Garage

Eight Middle agrees to reimburse Ocean Gateway for the reasonable costs of Ocean Gateway Garage's consultants for the plan reviews and approval process outlined above and for any periodic inspections during the construction process when the Air Rights Improvements are being installed.

V. INDEMNIFICATION

To the maximum extent permitted by law, Eight Middle, with respect to the Eight Middle Project, shall be liable to Ocean Gateway, its managers, officers, directors, trustees, shareholders, representatives, agents, employees, and anyone else acting for or on behalf thereof (herein individually called "Ocean Gateway Indemnitee" and collectively called "Ocean Gateway Indemnites") for claims, suits, costs, damages, losses, expenses and judgments against or incurred by the Indemnites, with respect to personal injury or property damage from any construction activity relating to the Eight Middle Project, whether undertaken either of such indemnitors, their contractors, licensees, invitees, agents, servants, independent contractors or employees. If the Ocean Gateway Project is damaged by any construction activity of or on behalf of such indemnitors, or their respective contractors, licensees, invitees, agents, servants, independent contractors or employees, then the full reasonable cost and expense of restoring Ocean Gateway's Project to its original condition shall be borne the relevant indemnitor, while all such repairs shall be made by such Ocean Gateway Indemnitee, Ocean Gateway or its designee.

VI. BREACH OF CONDITION.

In the event that either party breaches the Agreement then, to the extent damages are not susceptible of accurate measurement and therefore do not provide an adequate remedy at law, the other party may seek specific performance as a remedy and it is agreed that the arbitrator shall have the right to order specific performance and to lodge such order with a court of competent jurisdiction.

VII. DISPUTE RESOLUTION.

A. Dispute Resolution Procedures.

1. **Mediation.** The parties to this Agreement shall cooperate with each other in good faith to assure that all disputes and controversies which arise in connection with the parties' respective rights and obligations pursuant to this Agreement are resolved as expeditiously as possible. If the parties are unable to resolve any dispute arising hereunder the matter shall be submitted to non-binding mediation as follows. Within ten (10) Business Days after any party has given written notice to another party that a dispute has arisen under the Agreement which the parties cannot after good faith efforts resolve and which the party giving such notice wants to submit to mediation pursuant to this Article, which notice shall propose an

in independent mediator with ten (10) years of experience in complex real estate disputes in the City of Portland (the "Mediator"). If the parties do not agree to use the proposed Mediator or another mutually acceptable Mediator within seven (7) Business Days of the notice of intent to mediate, each party shall select an independent mediator with at least ten years of experience in complex real estate disputes in the City of Portland within the following five (5) Business Days. Within five (5) Business Days thereafter, the mediators selected by the parties shall select a third, neutral mediator who shall mediate the dispute in question.

2. Authority and Fees and Costs of Mediator. The Mediator selected through the procedures outlined above shall have the authority to retain such experts as the Mediator(s) deem necessary or desirable to assist in the mediation. The fees and costs of the Mediator (and experts, as applicable) shall be borne equally by the parties involved in such mediation.
3. Rights of Owners during Pendency of Mediation. During the pendency of any of the foregoing dispute resolution procedures, the parties shall continue to perform their respective obligations and may continue to exercise their respective rights pursuant to this Agreement (except for the exercise of remedies which are to be forborne pending the outcome of the mediation process).
4. Schedule for Mediation and Agreement for Arbitration. If the Mediator does not commence the mediation within seven (7) Business Days of his or her appointment, or if the dispute is not resolved after two (2) Business Days of mediation, any party may thereafter submit such matter to binding expedited arbitration in accordance with the following Article.
5. Further Remedies - Expedited Arbitration. In the event a dispute arising from this Agreement is not resolved in mediation as provided above, either party may then demand arbitration, which shall be on an expedited basis ("Expedited Arbitration") with respect to disputes hereunder. The arbitration shall be held in Portland, Maine. The Expedited Arbitration shall be conducted under the Expedited Procedures provisions (currently, Rules 56 through 60) of the Arbitration Rules of the Real Estate Industry of the AAA (the "Expedited Rules"). Notwithstanding the foregoing, in the event of a conflict between the provisions of the Expedited Rules and the provisions of this Article, the terms and conditions of this Article shall govern and control; provided, however, in the event of a conflict between the time periods contained in the Expedited Rules and the time periods contained in this Article, the time periods providing the more expedited procedure shall govern and control.

(a) The parties recognize and acknowledge that it is of utmost importance to have disputes set forth in subdivision (A) hereof resolved within thirty-five (35) days of the date of commencement of the Expedited Arbitration, which Expedited

Arbitration is deemed commenced on the date of service upon the opposing party ("Respondent") and filing with the AAA, of a written notice to the Respondent of its intention to arbitrate ("Demand"), as provided in the Expedited Rules. Respondent's answering statement to the Demand, if any, shall be served upon the party initiating the arbitration ("Claimant") and filed with the AAA within five (5) business days of its receipt of the Demand from Claimant.

(b) The Expedited Arbitration shall be presided over by a single arbitrator who shall be appointed by the AAA, in accordance with the Expedited Rules, within five (5) business days of the date the Expedited Arbitration is commenced. Any objection to the appointed arbitrator shall be made in accordance with Rule 57 of the Expedited Rules, except such objection must be made within five (5) business days after the parties are notified of such appointment.

(c) The arbitrator shall, within five (5) business days after designation, conduct such hearings and investigations as he/she deems appropriate, and shall make his/her determination, in writing giving notice to the parties of this determination as soon as practicable, but no later than five (5) business days after the conclusion of the hearings and investigations; the determination of the sole arbitrator shall be conclusive and binding upon the parties. In rendering his/her decision, the arbitrator shall be bound by the provisions of the Agreement as amended by this Amendment, and shall not add to, subtract from or otherwise modify the provisions thereof.

(d) The fees and expenses of the arbitrator, and all other reasonable, out-of-pocket expenses of the Expedited Arbitration shall be borne by the non-prevailing party. Judgment upon any award rendered in any arbitration held pursuant to this Article shall be final, non-appealable and binding upon the parties, whether or not a judgment is entered in any court.

(e) The arbitrator shall expressly have the power to order specific performance (provided the legal and equitable requirements therefor under Maine Law are met) as a remedy and to lodge any final judgment and order in a court of competent jurisdiction in Portland, Maine.

6. Consent to Jurisdiction. The Parties hereto agree that any arbitration hereunder shall be prosecuted in by arbitration in Portland, Maine. Service of Process may be affected by any means permitted by the Maine Rules of Civil Procedure and applicable Maine statutes.

VIII. NOTICE

Notices given pursuant to this Agreement shall be in writing, and shall be deemed given when (a) deposited with U.S. Express Mail or recognized overnight courier service (next day delivery), or (b) when delivered in hand with receipt acknowledged in writing, addressed as follows:

If to Eight Middle Land Company: Eight Middle Land Company, LLC
c/o Shipyard Brewing Company
86 Newbury Street
Portland, ME 04101

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

 Nathan H. Smith, Esq.
Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

If to Ocean Gateway: Peter Palandjian, Chairman
Intercontinental Real Estate Corporation
1270 Soldiers Field Road
Boston, MA 02135-1003

With Copies to: Stephen H. Oleskey, Esq.
Hiscock & Barclay, LLP
One International Place, 16th Floor
Boston, MA 02110

 James M. Bradley, Esq.
Bradley & Associates
1270 Soldiers Field Road
Boston, MA 02135-1003

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

 Paul J. Nasser, CFO/COO
Intercontinental Real Estate Corp.
1270 Soldiers Field Road
Boston, MA 01235

and

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

Either party, however, may designate a different address or person by serving written notice of change of address on the other party, in the manner provided above.

IX. MISCELLANEOUS

A. Covenants Running With the Land

1. All of the covenants, agreements and other conditions set forth in this Agreement are intended to be and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners hereto and all subsequent owners of the respective parcels. In the event of a transfer of title in a Parcel, the prior Owner of such Parcel shall thereafter be relieved from the performance of all obligations hereunder arising after such transfer.
2. It is understood and acknowledged that the Ocean Gateway Garage and the 8 Middle Street, or either of them, may be subdivided, ground leased or converted into a condominium or cooperative structure which may be conveyed into separate ownership and that each Project may be subdivided, ground leased or converted into a condominium or cooperative structure which may be conveyed into separate ownership. In any such event, the Owner of each such parcel, condominium or cooperative and the lessee of each such ground leased premises shall be bound, and each such parcel, ground leased premises, condominium or cooperative shall be burdened, only by those obligations, rights and easements affecting and running with such parcel, ground leased premises, condominium or cooperative, and the other Owners, ground lessees, parcels and ground leased premises shall be released and relieved of and from such obligations, rights and easements upon such conveyance. Further, with respect to the obligations of each party under this Agreement from and after the establishment of record of a condominium of all or any party of the Ocean Gateway Garage or the 8 Middle Street, or either of them (as well as the obligations of the Owner of any other Parcel from and after the establishment of a condominium including such Parcel), it is expressly acknowledged and agreed that such obligations shall be subject to the provisions of the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time.

B. Releases.

An Owner who has assigned or transferred its interest in the Parcel (or any subdivided, ground leased or condominium or cooperatively owned portion thereof) to a successor Owner, shall be released from its obligations and shall have no further rights or obligations under this Declaration.

C. Covenants: Irrevocable and Perpetual.

Except as otherwise provided herein, all covenants, restrictions and rights granted herein shall be irrevocable and in perpetuity. The Owners intend that the provisions of this Agreement shall not be subject to any rule of law with respect to restriction on the alienation of property, and each of the Owners hereby agrees that such Owner will not make any contrary assertion or seek the benefit of such rule of law, in any dispute arising under this Agreement.

D. Partners

Nothing contained in this Agreement shall be construed to create between the Owners the relationship of partners or joint venturers, or any other association between the Owners, or to render any Owner liable for the debts or obligations of the other.

E. Governing Law; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, including its conflict of laws provisions. If any provision of this Agreement, or portions thereof, or the application thereof to any person or circumstance shall to any extent, be deemed invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Waivers.

Failure on the part of any Owner to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by such Owner of any of the rights hereunder. Further, no waiver at any time of any of the provisions hereof by an Owner shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

G. Payments.

No payment by either Owner, or acceptance by either Owner, of a lesser amount than shall be due from one Owner to the other Owner hereunder shall be treated otherwise than as a payment on account. The acceptance by an Owner of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and an Owner may accept such check without prejudice to any other rights or remedies which such Owner may have against the other Owner.

H. Clauses and Headings.

The whereas clauses mentioned herein are hereby incorporated herein by reference and made a part hereof, as fully as if set forth in full herein. The captions of the articles of this Agreement are for convenience only, and shall not be considered or referenced in resolving questions of interpretation and construction.

I. Counterparts and Originals.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Agreement shall be executed, and each shall be deemed an original.

J. Amendments.

This Agreement may be amended or otherwise modified only by an instrument in writing executed by each of the Owners hereto and the holders of all mortgages encumbering the Parcels.

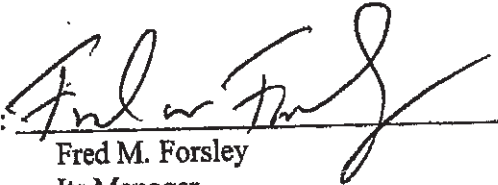
K. Cumulative Remedies.

Except as expressly provided in this Agreement and by separate agreement between the parties hereto, the specific remedies to which the Owners may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress which they may be lawfully entitled to seek in case of any breach or threatened breach of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

[Signatures Continued on Following Pages]

EIGHT MIDDLE LAND COMPANY LLC

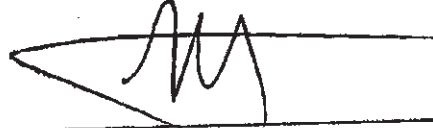
By: 
Fred M. Forsley
Its Manager

STATE OF Maine
COUNTY OF Cumberland

May 6th, 2013

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 said capacity and the free act and deed of said Eight Middle Land Company LLC.

Before me,



Notary Public ATTORNEY AT LAW

Printed Name:

Nathan H. Smith

[Signatures Continued on Following Page]

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

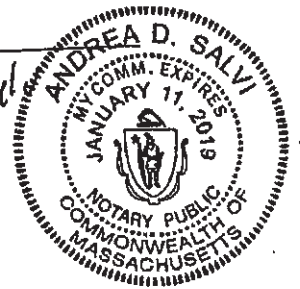
By: Intercontinental Real Estate Corporation Its Manager

By: *Peter Palandjian*
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss.

On this 3rd 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 in its stated capacities for each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC, Riverwalk, LLC and Ocean Gateway Garage LLC.

Andrea Salvi
Notary Public *Andrea Salvi*



Received
Recorded Register of Deeds
May 07, 2013 03:46:26P
Cumberland County
Pamela E. Lovley

ATTACHMENT C

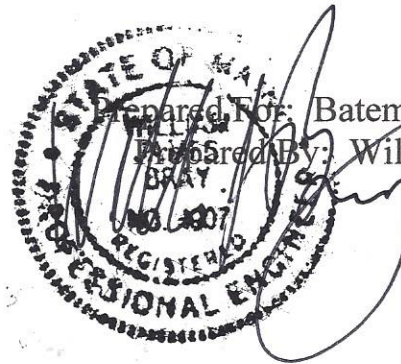
TRAFFIC DEMAND MANAGEMENT PLAN

TRANSPORTATION DEMAND MANAGEMENT PLAN

FOR

PROPOSED

“16 MIDDLE STREET”



Prepared For: Bateman Partners, LLC
Prepared By: William J. Bray, P.E.

February, 2015

TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

Project Description

Bateman Partners, LLC are proposing to construct a 44,500 plus square foot 5-story mixed-use building at 16 Middle Street, adjacent to the Gateway Parking garage. The first floor of the proposed building is expected to include approximately 5,000 square feet of retail space and floors 2 through 5 will be marketed as commercial office space. A total of 115 parking spaces within the Gateway Parking garage are reserved for building tenants through a prior lease agreement held on the property.

Transportation Narrative

The proposed project's location on the Portland peninsular and near the waterfront area provides numerous multi-modal transportation opportunities. From the perspective of automobile transportation, the Project's location is well suited with easy and direct access to Commercial Street and Casco Bay Bridge to the south, Congress Street both east and west, and Franklin Arterial with a direct connection to Interstate 295 (I-295) both north and south. The project location is only a few City blocks from the Casco Bay Ferry Terminal, direct METRO Bus service is provided via Route 8 "Peninsular Loop", with bus stops located on India Street and Route 1 "Congress Street" is a short walk from the proposed project (Refer to attached METRO Bus routing and scheduling information). An extensive system of sidewalks and public trails provide users with both convenient and safe travel routes to virtually all points of destination on the Portland Peninsular.

Transportation Coordinator

Phoenix Property Management (Saco, Maine) will serve as the TDM coordinator for the property. The management team will be fully versed in the transportation services available to perspective tenants of the building. Each new building tenant, in a pre-lease interview with the property management team, will receive a packet of information containing information on the availability of transportation (all modes) services.

Parking Demand Calculation

The 16 Middle Street building is being designed to accommodate 40 employees for the first floor retail space and 120 employees for the 39,526 square feet of office space located on floors 2 through 5. The City's zoning ordinance requires the following parking spaces for each proposed use:

First Floor Retail Area (5,032 sf) - 1 space per 200 sf of first floor area in excess of 2,000 sf not used for bulk storage	= 16 spaces
Floors 2 through 5 office space (39,526 sf) - 1 space per 400 sf of floor area	= <u>99 spaces</u>
TOTAL Parking Spaces Required	=115 spaces

Parking Description

The 16 Middle Street building is assigned a total of 115 reserved parking spaces in the adjoining Gateway Parking Garage through a property lease agreement. Additionally, approximately 26 curbside parking spaces exist on the street blocks forming the perimeter of project site including a total of: (6) metered spaces, (11) two-hour spaces, (3) 1-hour spaces and, (6) 15-minute parking spaces. In total, 115 reserved parking spaces and 26 curbside parking spaces exist to serve the parking needs of the building tenants, which exceeds the City's parking requirements for the designated building uses.

Parking and Trip Reduction Strategies

Bicycle Facilities: A total of 22 bicycle spaces are provided in the building design conforming to the City's Site Plan requirements. A total of 14 spaces are covered, built into the building design, 4 bicycle spaces are provided along the Middle Street frontage for patrons of the retail area and, 4 bicycle spaces are provided along the Hancock Street Extension frontage of the proposed building for the first floor retail area. Local and regional bicycle route and facility information will be available to tenants at the proposed building transportation services "kiosk" located in the building entry area.

METRO Bus Service: Each building tenant will receive, in their tenant packet, a ten-ride METRO bus pass and a copy of METRO's bus route schedule information. METRO bus service information will be strategically posted throughout the building and located on the transportation service "kiosk" in the building entry area.

Rideshare Program Initiative: Each building tenant that initializes and maintains a successful employee rideshare program will receive an assortment of reduced cost, tickets to local entertainment events occurring throughout the Greater Portland Area. Further information of current rideshare programs with contact information and existing pick-up locations will be displayed on the building transportation "kiosk".

Pedestrian Facilities: The TDM Coordinator will work with building tenants in promoting walkability to "key" places of significance including: Casco Bay Transit, Cross Insurance Arena, Portland City Hall, Hadlock Field, Expo Recreational Facility, etc. To aid in this endeavor, a detailed map of the Portland Peninsular will be strategically located in the building entry area that identifies "key" destination points and the approximate distances in reaching them on foot. Further, the destination map will identify the extensive network of public trails on the peninsular with the goal of encouraging greater use.

Tenant Information Packet (Transportation Related Services): Each building tenant will receive a welcoming package that includes the following transportation services information:

- METRO Bus - Routes and Schedules
- South Portland Bus – Route and Schedules
- Casco Bay Transit – Boat Schedules
- RTP Service Availability with contact information
- Bicycle Short and Long Distance Routing Information
- Rideshare Information on existing programs including contact information
- Portland Trails System Map
- U-Car Share information

The building transportation "kiosk", located in the entry area of the proposed building, will have copies of all transportation services information including tri-fold brochures from all major transportation service providers.

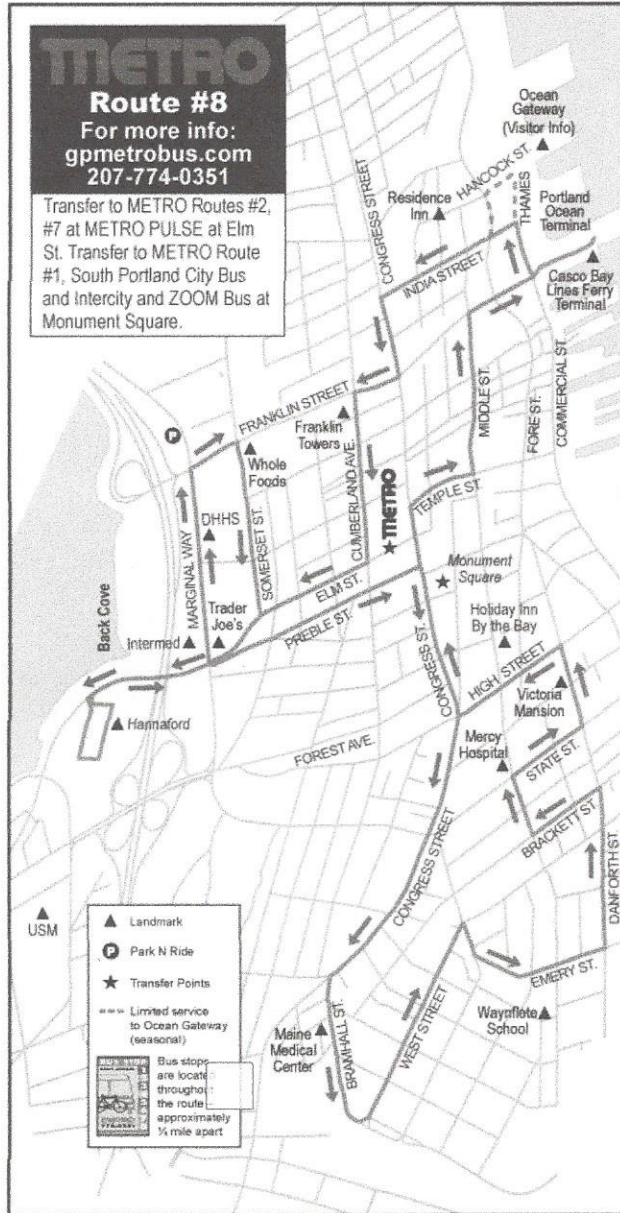
Tenant Survey/Monitoring

Phoenix Property Management will conduct an annual survey with all building tenants that identifies and quantifies transportation practices of building tenants including the frequency and utilization rates of other modes of transportation; tenant concerns, issues, and transportation services needs. The survey and tenant questionnaire format and information search will be developed in concert with the City's TDM Manager and modified as directed. The survey results will be summarized with the results shared with each building tenant. A copy of the survey results will be posted on the transportation "kiosk" located in the entry area of the proposed building.

Further, the building management team will also measure during a "typical" day of the year both parking space occupancy and turnover rates of the 115 designated parking spaces in the Gateway Garage. A summary of the data will provide critical information in determining the adequacy of the property parking supply and whether the fee and time structure of the spaces appropriately meets the parking demand requirements of the building tenants. The property management team will consider whether adjustments in parking space allocation and/or fee/time changes are warranted.

Portland Bus Service) and METRO TenRide tickets available along this route at: METRO PULSE, Casco Bay Ferry Terminal (day passes available) and Hannaford supermarket.

December 2012 (rev July 2014) - Subject to change.



A Quick Glimpse at METRO Route #8

Outbound Route #8 leaves Casco Bay Ferry Terminal and travels to Marginal Way and Hannaford Supermarket with several stops along India Street, Cumberland Avenue and Elm Street.

Inbound Route #8 travels to the West End of Portland, Maine Medical Center and Mercy Hospital before heading back to Congress Street via Danforth, State and High Streets.



Greater Portland Transit District

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- Inside Metro
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- Maps & Schedules

Route Maps & Schedules

METRO Schedule & Map - Link to Regional Map

Route 1 - Congress Street - PTC - Schedule & Route Changes effective 1/11/15

Route 2 - Forest Ave. - Riverton

Route 3 - North Deering

Route 4 - Westbrook - Schedule Changes effective 1/11/15

Route 5 - JetPort - Maine Mall - Schedule and Route Changes Effective 1.11.15

Route 6 - North Deering

Route 7 - Falmouth

Route 8 - Peninsula Loop

Route 8 - Peninsula Loop

Click here for Route #8 schedule

Current Schedule:



Greater Portland Transit District

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Portland, ME 04102
(207) 774-0351

8 Peninsula Loop **M8**
Casco Bay Ferry Terminal

	OUTBOUND					INBOUND		
	Casco Bay Ferry Terminal	Franklin Towers	Whole Foods	Hannaford Plaza	Congress & Forest	Maine Medical Center	Congress & Forest (Harmon's Florist)	Casco Bay Ferry Terminal
MONDAY - FRIDAY	6:42				6:46	6:52	7:02	7:12
		6:48	6:54	7:04	7:12	7:19	7:31	7:42
	7:12	7:18	7:24	7:34	7:42	7:49	8:01	8:12
	7:42	7:48	7:54	8:04	8:12	8:19	8:31	8:42
	8:12	8:18	8:24	8:34	8:42	8:49	9:01	9:12
	8:42	8:48	8:54	9:04	9:12	9:19	9:31	9:42
	9:12	9:18	9:24	9:34	9:42	9:49	10:01	10:12
	9:42	9:48	9:54	10:04	10:12	10:19	10:31	10:42
	10:12	10:18	10:24	10:34	10:42	10:49	11:01	11:12
	10:42	10:48	10:54	11:04	11:12	11:19	11:31	11:42
	11:12	11:18	11:24	11:34	11:42	11:49	12:01	12:12
	11:42	11:48	11:54	12:04	12:12	12:19	12:31	12:42
	12:12	12:18	12:24	12:34	12:42	12:49	1:01	1:12
	12:42	12:48	12:54	1:04	1:12	1:21	1:35	1:47
	1:12	1:18	1:24	1:34	1:42	1:51	2:05	2:17
	1:47	1:53	1:59	2:09	2:17	2:26	2:40	2:52
	2:17	2:23	2:29	2:39	2:47	2:56	3:10	3:22
	2:52	2:58	3:04	3:14	3:22	3:31	3:45	3:57
3:22	3:28	3:34	3:44	3:52	4:01	4:15	4:27	
3:57	4:03	4:09	4:19	4:27	4:36	4:50	5:05	
4:27	4:33	4:39	4:49	4:57	5:06	5:20	5:35	
5:05	5:11	5:17	5:27	5:35	5:46	6:00	6:10	
5:35	5:41	5:47	5:55	6:00	ends at Forest/Congress			
6:10	6:14	ends at Franklin Towers						
SATURDAY	8:00	8:05			8:13	8:20	8:33	8:42
	8:42	8:49		8:55	9:02	9:09	9:22	9:32
	9:32	9:39		9:45	9:52	9:59	10:12	10:22
	10:22	10:29		10:35	10:42	10:49	11:02	11:15
	11:15	11:22		11:28	11:35	11:42	11:55	12:05
	12:05	12:12		12:18	12:25	12:32	12:45	12:55
	12:55	1:02		1:08	1:15	1:23	1:37	1:48
	1:48	1:55		2:01	2:08	2:15	2:29	2:40
	2:40	2:46		2:52	2:58	3:07	3:22	3:33
	3:33	3:40		3:48	3:54	4:03	4:18	4:29
	4:29	4:36		4:44	4:50	4:59	5:14	5:25
	5:25	5:32		5:40	5:46	5:54	6:08	6:19
6:19	6:25	ends at Franklin Towers						

NO SUNDAY SERVICE

METRO bus travels throughout Portland, Westbrook, Falmouth and the Maine Mall area of South Portland. Connect to Amtrak/DownEaster, Concord Coach and Portland Jetport on METRO Route #5.

Regional Monthly Passes (for travel on METRO and South