

PENALTY FOR REMOVING THIS CARD

5

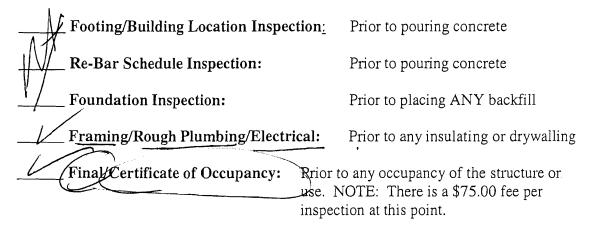
# BUILDING PERMIT INSPECTION PROCEDURES Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.



Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED** 

oplicant/Designee Signature of Inspections Official Date Building Permit #:

City of Portland, Mai	0		211	rmit No: 07-0392	Issue Date:	CBL: 032 H02200	11	
389 Congress Street, 041 Location of Construction:	Owner Name:	3, Fax: (207) 874-87		r Address:				
193 MIDDLE ST193 LLC			1			Phone:		
Business Name:Contractor Name: Breggia ConstrLessee/Buyer's NamePhone: 772-4210				100 Silver Street         Contractor Address:         46 Congress St Portland         Permit Type:         Change of Use - Commercial         Permit Fee:       Cost of Work:		Phone		
							2074504545 Zone:	
							B3	
							CEO District:	
Past Use: Proposed Use:		Thomas of use from	í		\$200,000.00			
Commercial / Office		Change of use from r Salon w/ tenant fit-up		\$2,020.00 DEPT:				
		ide ground floor and	FIRE	DEPT:		Group: C Type	3K	
	2nd & 3rd flo				Denied		90	
						TR1 2003		
Proposed Project Description:	I		-			PECTION: Group: B Type JBC 2003 nature: MB 4/2	,	
Change of use from Office	to Hair Salon w/ tenant fi	t-up on the right side	Signat	ural - in 1		nature: MB 4	nh-	
ground floor and 2nd & 3r		t-up on the right side			IVITIES DISTRIC		10	
<u></u>						1	<b>.</b>	
			Actior	n: Appro	ved Approved	d w/Conditions Den	ied	
			Signat	ture:		Date:		
ermit Taken By:	Date Applied For:			Zoning	Approval			
dmartin	04/09/2007							
. This permit applicatio	n does not preclude the	Special Zone or Rev	iews	Zoni	ng Appeal	Historic Preservat	ion	
Applicant(s) from mee	eting applicable State and	Shoreland		Varianc	e	$\square$ Not in District or I	_andma	
Federal Rules.								
2. Building permits do not include plumbing,		Wetland		Miscella	aneous	Does Not Require	Reviev	
septic or electrical wo								
3. Building permits are void if work is not started		Flood Zone	[	Conditi	onal Use	Requires Review		
	of the date of issuance.							
False information may invalidate a building		Subdivision		Interpre	tation	Approved		
permit and stop all wo	rk							
		Site Plan		Approv	ed	Approved w/Cond	itions	
DEDINIT IC	CHED	Maj 🗌 Minor 🗍 MM	M 🗌	Denied		Denied	L	
PERMIT IS	JULD	sincedition.				Any exterior	v K Lak	
		Date: 1/17/02 10	n	Date:		Denied Any externing Date: requires as of review laga Mus His bac Preservition		
MAY - 2	2007	L	<u> </u>	<u> </u>		Teriming?	<del>, QJ M.</del>	
						the Hispic		
						Preservator	Ν.	
CITY OF PORTLAND								

#### CERTIFICATION

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

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

City of Portland, Maine	e - Building or Use Permit		Permit No:	Date Applied For:	CBL:	
389 Congress Street, 0410	1 Tel: (207) 874-8703, Fax: (2	207) 874-871	6 07-0392	04/09/2007	032 H022001	
Location of Construction:	Owner Name:		Owner Address:		Phone:	
193 MIDDLE ST	193 LLC	193 LLC				
Business Name:	ss Name: Contractor Name:		Contractor Address:		Phone	
	Breggia Construction	Breggia Construction		46 Congress St Portland		
Lessee/Buyer's Name	Phone:		Permit Type:			
Allan Labos	772-4210		Change of Use - C	Commercial		
Proposed Use:		Propo	sed Project Description:			
up on the right side ground fl	rom Office to Hair Salon w/ tenant oor and 2nd & 3rd floor		ground floor and 2nd		tenant fit-up on the ri	
Note: Allan Labos is purch	tatus: Approved with Conditions asing the building at the end of Approva	oril. He brou			<b>Ok to Issue: I</b> within an Historic	
<ul> <li>Note: Allan Labos is purch</li> <li>1) ANY exterior work requi District.</li> <li>2) Separate permits shall be</li> <li>3) This permit is being approximately a statement of the stateme</li></ul>	• •	pril. He brou l thru Historia	Preservation. This	property is located v	within an Historic	
<ul> <li>Note: Allan Labos is purch</li> <li>1) ANY exterior work require District.</li> <li>2) Separate permits shall be</li> <li>3) This permit is being approverse work.</li> <li>Dept: Building State</li> <li>Note:</li> </ul>	asing the building at the end of Apres a separate review and approva required for any new signage. oved on the basis of plans submitte tatus: Approved with Conditions	oril. He brou l thru Historia ed. Any devi Reviewe	e Preservation. This p ations shall require a :: Jeanine Bourke	property is located v separate approval Approval I	within an Historic before starting that Date: 04/27/2007 Ok to Issue: I	
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Comments:
4/13/2007-amachado: Left message with Michael Breggia. Assessing has different owner listed. Need to see right, title and interest for the owner.
4/13/2007-amachado: Spoke to Mike Breggia. He told me to call Allan Labos to get the right, title and interest. I left a message for Allan.
4/25/2007-jmb: John Whipple came in with demolition plans, and will be meeting with the SFM next week.
4/27/2007-jmb: Left voicemsg w/John W. To inform of condition for structural headers and bearing details as these become available, ok to issue



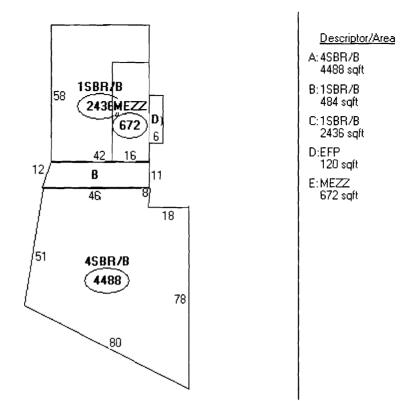
# **General Building Permit Application**

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

Location/Address of Construction: 193 Total Square Footage of Proposed Structure	MIDDLE ST. F	ootage of Lot	
$\frac{1}{2} \frac{1}{8} \frac{1}{2} \frac{1}$		0	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Owner: ALLEN LA	1BOS 450-	7172-4210 772-4210 772 9060
Lessee/Buyer's Name (If Applicable) DEAL (ORP STYLISTS INC alter AKASI	Applicant name, addres FLLMN LAS 470 FORE POZIZIONO M	55 & telephone: 207 305 772 55 772	Cost Of Work: \$
Proposed Specific use:	If yes, please	e name	
Kerrenten & <u>EL Side CF Ground Floor</u> Contractor's name, address & telephone: BR Who should we contact when the permit is read Mailing address: Yo Con GRESS BT	enant fitup <u>e Jud : 3rd Fl</u> eogia construct	1907 46 CM <u>ECO1A</u>	
K <u>entrolo</u> 2 <u>Contractor's name, address &amp; telephone</u> : BR Who should we contact when the permit is read Mailing address:	ENANE fitup <u>e</u> <u>Jud</u> <u>i</u> <u>Jud</u> <u>f</u> <u>e</u> <u>G</u> <u>i</u> <u>A</u> <u>c</u>	Cial Application         cial Application         rmit.         Planning and Develop         pormation or to downligov, or stop by the In         of record authorizes th	Checklist. Checklist. Checklist. oment Department may load copies of this form and nspections Division office,
<b>EXAMPLE CF</b> <u>Ground Floor</u> Contractor's name, address & telephone: BR Who should we contact when the permit is read Mailing address: 46 CM GMCSS BT POID (AND MC OUTO) Please submit all of the information out Failure to do so will result in the automa In order to be sure the City fully understands the ful request additional information prior to the issuance other applications visit the Inspections Division on- room 315 City Hall or call 874-8703.	ENANE fitup <u>e</u> <u>Jud</u> <u>i</u> <u>Jrd</u> <u>fl</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u> <u>c</u>	(70) 46 CN <u>ECG1A</u> <u>US</u> <u>cial Application</u> rmit. Planning and Develop prmation or to downl gov, or stop by the In of record authorizes th ree to conform to all ap Code Official's authoriz	Checklist. Checklist. Checklist. Manual copies of this form and inspections Division office, the proposed work and that I have plicable laws of this jurisdiction. ed representative shall have the

Une O This is not a permit; you may not commence ANY work until the permit is issued.

Building Inspections Division - 389 Congress Street • Portland, Maine 04101 • (207) 874-8703 • FACSIMILE (207) 874-8716 • TTY (207) 874-8936





# OPY



Maine Department of Environmental Protection Lead & Asbestos Hazard Prevention Program 17 State House Station, Augusta, Me 04333-0017 Tel: (207) 287-2651 Fax: (207) 287-7826



**Building Demolition Notification Form (BDNF)** 

Important Notice: Maine law requires the filing of this "Building Demolition Notification Form" prior to demolition of any building except a single-family home

	provide and provide administration	j and banand encept a snigte tem thome
	1) Building owners are required to provide this notification working days prior to the demolition. This notification residence or related structure (e.g., garage, shed, barn). It been provided to the DEP as part of an asbestos abatematintentional burning of a building or part of a building.	Allan Lupus Ile-family lition has
	2) Prior to demolition, building owners must determine building. An "asbestos inspection" by a DEP-licensed A family homes and residential buildings with 2-4 units buildings with 2-4 units can be surveyed to ide such as a code enforcement officer or building inspector. I either assume they are ACM or hire a DEP-licensed Asbesto	Participal Mama outol ACM, Ju can
	3) Whenever more than 3 square feet or 3 linear feet of a with the <i>Maine Asbestos Management Regulations</i> by a D materials presumed to be ACM. Check www.state.me.us/dep	E. udes
	Prior to issuing a local demolition permit, the DEP requests permits complete this form and fax it to the DEP at 207- permits if the required asbestos inspection or survey has not	28' IOCal demolition
	Were asbestos-containing materials found? 🗆 yes 🗆 no	□ no inspection or survey required (post-1980 2-4 unit)
	Property address: 43 MIDDLE ST. PURTLAND, MAINE DYIDI	building description: pre-1981 residential with 2-4 units post-1980 residential with 2-4 units other:
	asbestos survey performed by: (name & address) PORTLAND DIVERSIFIED SERVICES (280 STROUDWATER ST. WESTBROOK, ME 04092 elephone: 850-5660	asbestos inspection performed by: (name of licensed Asbestos Consultant) IAME telephone:
F	property owner: (name & address)	demolition contractor: (name & address)
	ALLANDA BOS 470 FOREST PORTLAND, ME 04/01	PORTLAND DIVERSIFIED
	elephone: 772-9060	telephone: 856-5660
1 3		

<u>VINCENT MARCISSO</u> Notification Submitted by: (please print)

APRIL 28, 2007

demolition start date;

APRIL 16, 2007 Date Submitted

10,2007

Help save Maine fisheries - Remove and recycle mercury thermostats and fluorescent lamps from your building prior to demolition!

demolition end date: MAY

Jax & Jean Bourke 874-8716 Inspections Portland ARCHITECTS 7PP WHIPPLE-CALLENDER ARCHITECTS

**Building Inspections** Portland, ME

April 24, 2007

Re: 193 Middle St. Portland, ME

Sirs/Mesdames:

The owner of 193 Middle St., Allan Labos, would like a permit to commence demolition before a full building permit is issued. Attached are a clemolition plan and a letter to the Fire Department reviewing the code issues. The building plan needs to be reviewed by the State Fire Marshall before a full building permit can be issued.

The owner is aware of the issues involved in demolition. He will be maintaining all passageways and alarm systems during demolition. The smoke detectors may be disabled during occupancy to prevent false alarms caused by construction dust and turned on again at night.

Captain Cass has reviewed and approved the demolition plan and the construction plan subject to the provisions stated in the attached letter.

John Whipple Architect for Allan Labos owner



2 001/007

19 COMMERCIAL ST. PORILAND ME 04101 207-775-2696 F: 775-3631 john@whipplecallender.com

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## WHIPPLE-CALLENDER ARCHITECTS

Captain Greg Cass Portland Fire Department

April 24, 2007

Re: 193 Middle St. Portland, ME

Captain Cass:

This letter is to review the Code issues discussed today on site and to put in writing the measures that will be taken by the owner, Allan Labos.

The building is currently used for business occupancy. That will not change. The new tenant and owner, Akari, will occupy one store front on the first floor, approximately 2/3rds of the second floor, 2/3rds of the third floor, and some of the "carriage house" behind the main building. Akari expects to have 25-30 employees with staggered working periods, and to see 10-25 customers at any one time. The occupant load will be approximately what it is now or less.

Renovations will consist of removing partitions on the second floor, adding a few partitions there and on the third floor, and adding handicapped bathrooms on both floors. Structural changes will consist of adding floor framing in the north-west corner (upper left in the plans) to fill in what is currently an opening between floors.

- 1. The owner will extend the sprinkler system that now covers most of the building into the places that it does not currently cover: the common space in the third floor stair well and the first floor and second floors of half the carriage house.
- 2. Exit lights, horn/strobes, smoke detectors will be added per code.
- 3. All construction in the stair well as well as the new construction between floors will be 1 hr fire rated. Doors into the stair well will be fire rated and equipped with automatic closers. Doors that currently swing in will be changed to swing in the direction of travel.
- 4. A fire escape will be added to the rear of the building in one year.

The owner would like to use the second floor of the carriage house for his office, which is allowed according to the following provision of the Life Safety Code 101:

39.2.4.6 A single exit shall be permitted for a maximum two story, single tenant space/building that is protected throughout by an approved dutomatic sprinkler system in accordance with 9.7.1.1(1) and where total travel to the outside does not exceed 100ft.

19 COMMERCIAL ST. PORTLAND ME 04101 207-775-2696 F: 775-3631 john@whipplecallender.com

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## WHIPPLE-CALLENDER ARCHITECTS

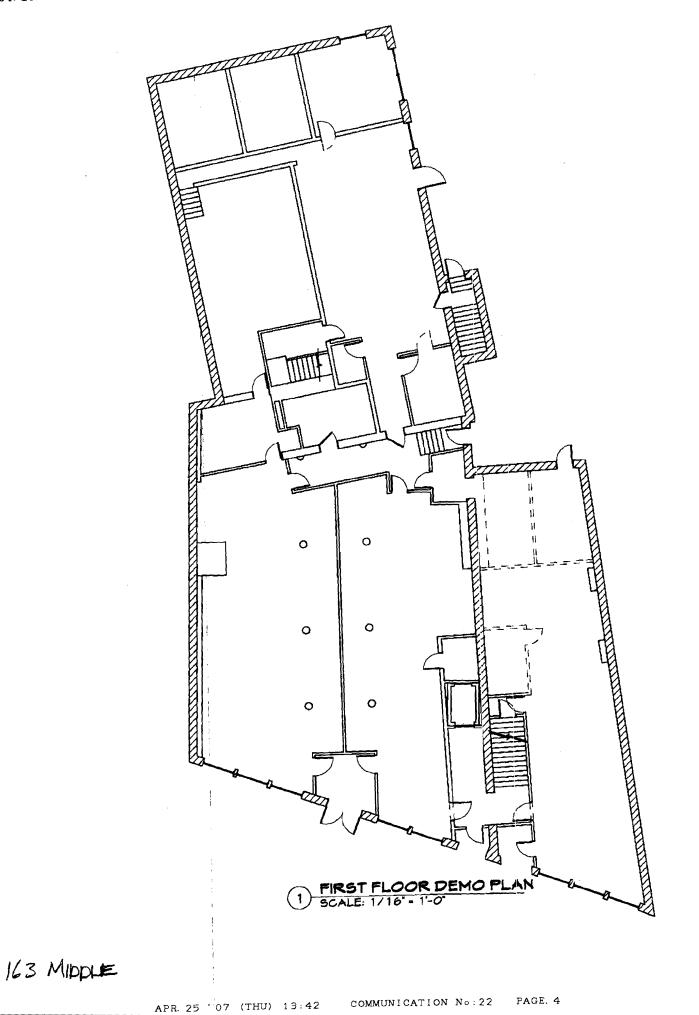
The owner does not need to add a smoke barrier to each floor according to the following provision of the Live Safety Code 101:

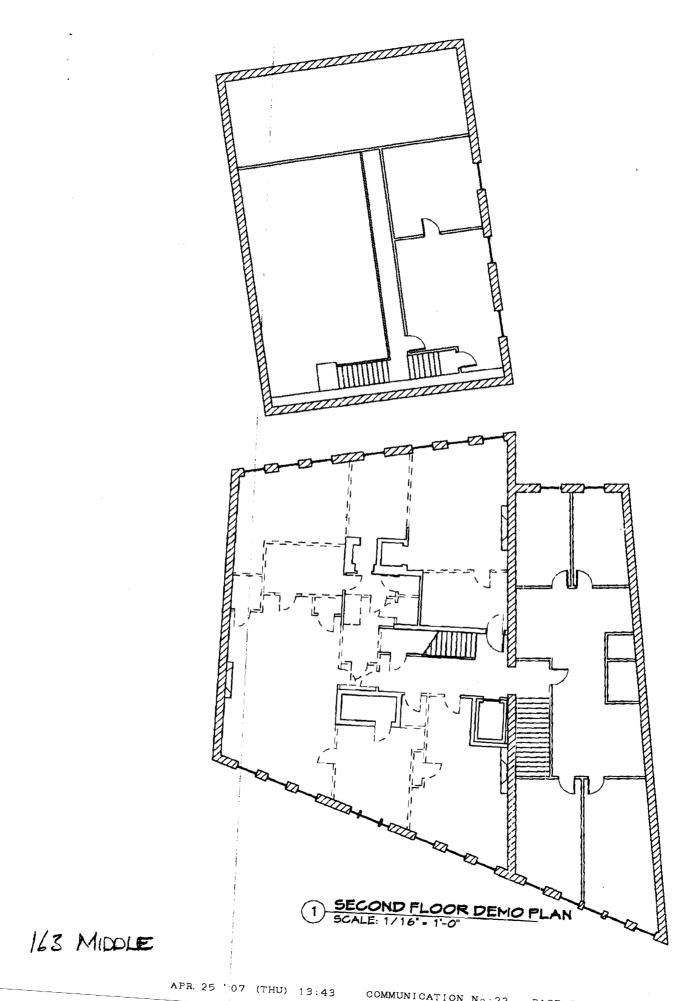
39.2.2.12.2 In buildings protected throughout by an approved, supervised automatic sprinkler system in accordance with 9.7.1(1), two rooms or spaces separated from each other by smoke-resistant partitions in accordance with the definition of area of refuge in 3.3.18 shall not be required.

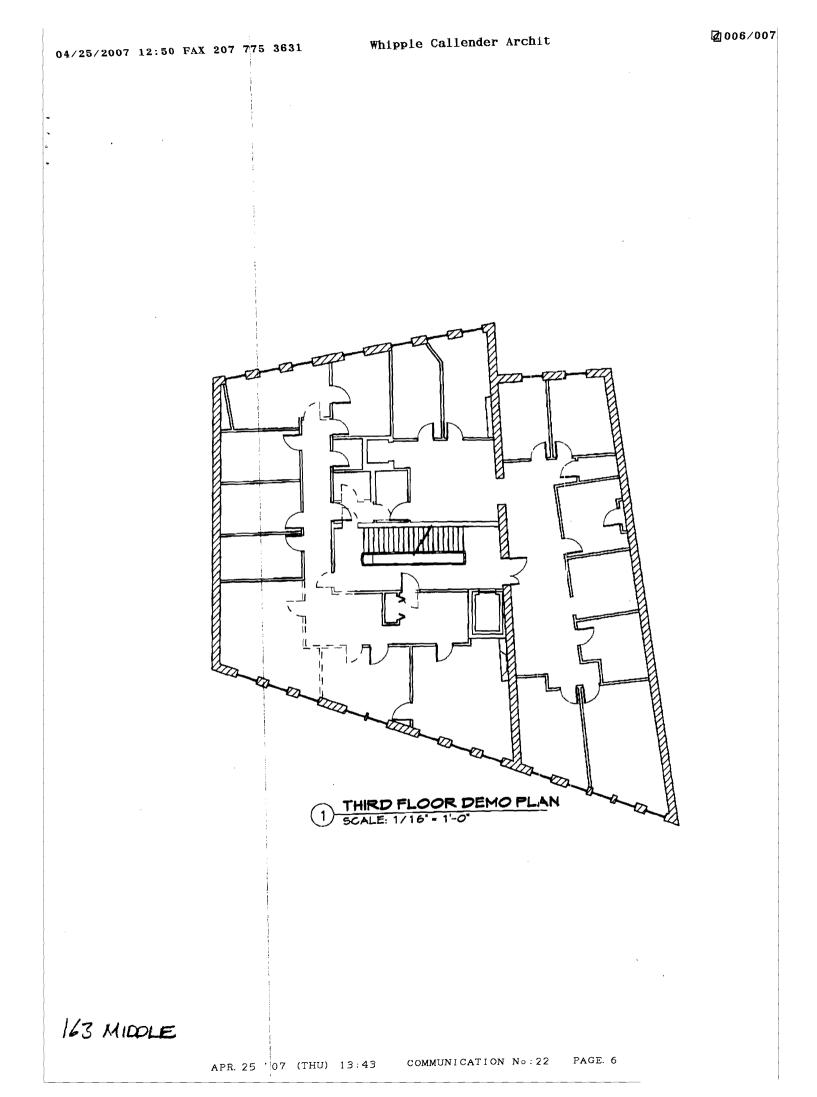
In short, the owner will improve the fire safety measures before moving in and will correct the egress shortcoming as soon as he is financially able, by installing a fire escape on the rear of the building within one year.

John Whipple Architect

19 COMMERCIAL ST. PORTLAND ME 04101 207-775-2696 F: 775-3631 john@whipplecallender.com









Maine Department of Environmental Protection Lead & Asbestos Hazard Prevention Program 17 State House Station, Augusta, Me 04333-0017 Tel: (207) 287-2651 Fax: (207) 287-7826



## **Building Demolition Notification Form (BDNF)**

Important Notice: Maine law requires the filing of this "Building Demolition Notification Form" prior to demolition of any building except a single-family home

1) Building owners are required to provide this notification of the demolition of a building to the DEP at least 5 working days prior to the demolition. This notification is not required before the demolition of a single-family residence or related structure (e.g., garage, shed, barn). It is also not required if previous notification of the demolition has been provided to the DEP as part of an asbestos abatement project notification. Demolition means the tearing down or intentional burning of a building or part of a building.

2) Prior to demolition, building owners must determine if there is any asbestos-containing material(s) (ACM) in the building. An "asbestos inspection" by a DEP-licensed Asbestos Consultant is required for all buildings except singlefamily homes and residential buildings with 2-4 units built after 1980. In lieu of an asbestos inspection, pre-1981 residential buildings with 2-4 units can be surveyed to identify possible ACM by someone knowledgeable about ACM. such as a code enforcement officer or building inspector. If materials that may contain asbestos are found, then you can either assume they are ACM or hire a DEP-licensed Asbestos Consultant to test the materials.

3) Whenever more than 3 square feet or 3 linear feet of ACM is identified, the ACM must be abated in accordance with the Maine Asbestos Management Regulations by a DEP-licensed Asbestos Abatement Contractor. This includes materials presumed to be ACM. Check www.state.me.us/dep/rwm/asbestos/index.htm for a listing of asbestos contractors.

Prior to issuing a local demolition permit, the DEP requests that municipalities have applicants for municipal demolition permits complete this form and fax it to the DEP at 207-287-7826. Municipalities should not issue local demolition permits if the required asbestos inspection or survey has not been performed and identified ACM removed.

Were asbestos-containing materials found? 🛛 yes 🛛 no 🛄 no inspection or survey required (post-1980 2-4 unit)

property address: 193 MIDDLEST. Portland, Maines 021101	building description: pre-1981 residential with 2-4 units post-1980 residential with 2-4 units other:		
asbestos survey performed by: (name & address)	asbestos inspection performed by: (name of		
Portland, Diversified Services	licensed Asbestos Consultant)		
680 Stroudwater Street	-SAMF		
Westswork Maine 04092			
telephone: 207-860-5000	telephone:		
property owner: (name & address)	demolition contractor: (name & address)		
Allan Labos	Portland Diversified Scruces		
4170 Fore St Portland Maine ULINI			
telephone: 77Z-90CaD	telephone: 850-5060		
demolition start date: April 23, 2007	demolition end date: May 10,2007		

April incent Marciss Notification Submitted by: (please print)

. . .

Help save Maine fisheries - Remove and recycle mercury thermostats and fluorescent lamps from your building prior to demolition!

**REVISED JULY 2004** 

# **PORTLAND DIVERSIFIED SERVICES**

FROM:	P.O. Bo	d Diversified Services, Inc. x 1869 d, Maine 04104	RFP: DATE: March PROJECT: LOCATION: TELEPHONE FAX #:	Demolition Middle St Portland
TO:	46 Cong	Construction Co. gress St Ma. 04101	CONSTRUCT COMPLETION	ION TO BEGIN: TBD N DATE: TBD
ATTN.:	Michae	Breggia		
Portland Dive		ices proposes to furnish all mater	rials and necessary ec	uipment and perform all labor necessary to complete
1. DESCRIF		Provide all labor, material and o project (2 <sup>nd</sup> floor) for AKARI s		and dispose of interior components at the Middle St
2. SCOPE O	of WORK:	Callender Architects This includes the following: Interior plaster walls Interior GWB Miscellaneous doors & frames Miscellaneous ACT Carpet Complete load out to back alley	y from 2 <sup>nd</sup> floor wind	oted in the drawings provided by Whipple
3. OWNER'	S/G.C.'S RI	ESPONSIBILITIES:	suivey ioi suspece o	unding materials tested for aspestos containing
2. Pr 3. Id 4. St 5. Pr	lentify, supp horing.	access to the work area. ly and maintain all utilities i.e. w clude patching.	vater, electricity, heat	
			(	COPY
		680 STROUDWATER 207-856-5660 phone	STREET WESTBR 207-856-5662 fax pd	

PDS

- APPLICANT FIRE DEPARTMENT ALLAN LABOS 193 MIDDLE ST, "PORTLAND, ME OYID! PROJECT ARCHITECT - WHIPPLE CALLENDER ARCHITECTS PROPOSED USE - HAIR-SALON MIS SPRINKLER FIRE PROTECTION MIS SPRINKLER FIRE PROTECTION MIS SAFETY PLAN ITAS BLEN APPROVED PRIOR TO NEW OWNER
- = EUATOR 80" X24"



# Accessibility Building Code Certificate

Designer:	John Whipple
Address of Project:	193 Middle St
Nature of Project:	office renovation

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

Signature: ERED ARC Title: oarther JOHN W. WHIPPLE (SEAL tects Firm: 899 St ATE OF MA Address: Commercia 04101 207 775 2696 × 104 Phone:

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

4

ORTLAN D'

# Certificate of Design

Date:

From:

These plans and / or specifications covering construction work on:

193 Middle St Portland

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

Signature: Title: sarther dects (SEA) Firm: ľa Commercial Address: Portland 07101 201 775 2696 × 104 Phone: For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

Building Inspections Division • 389 Congress Street • Portland, Maine 04101 • (207) 874-8703 • FACSIMILE (207) 874-8716 • TTY (207) 874-8936

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	<b>Certificate of Design Application</b>					
From Designer:	John Whipple					
Date:	4/10/07					
Job Name:	193 Middle St - Akari Building					
Address of Construction:						

## 2003 International Building Code

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

Building Code & Year 13/ 2003 Use Group Classification	(s) <u> </u>
Type of Construction	
Will the Structure have a Fire suppression system in Accordance with Se	ction 903.3.1 of the 2003 IRC
Is the Structure mixed use? If yes, separated or non separ	ated or non separated (section 302.3)
Supervisory alarm System?Geotechnical/Soils report rec	quired? (See Section 1802.2)
/ Structural Design Calculations	Live load reduction
Submitted for all structural members (106.1 – 106.11)	Roof <i>live</i> loads (1603.1.2, 1607.11)
	Roof snow loads (1603.7.3, 1608)
Design Loads on Construction Documents (1603) Uniformly distributed floor live loads (7603.11, 1807)	Ground snow load, Pg (1608.2)
Floor Area Use Loads Shown	If $Pg > 10 \text{ psf}$ , flat-roof snow load $pr$
retail 75/bs/1 15/bs d	If $Pg > 10$ psf, snow exposure factor, $_G$
(intil floor framing - 1 location)	If $Pg > 10$ psf, snow load importance factor, $I_{f}$
	Roof thermal factor, <sub>G</sub> (1608.4)
	Sloped roof snowload, pr(1608.4)
Wind loads (1603.1.4, 1609)	Seismic design category (1616.3)
Design option utilized (1609.1.1, 1609.6)	Basic seismic force resisting system (1617.6.2)
Basic wind speed (1809.3)	Response modification coefficient, R <sub>I</sub> and
Building category and wind importance Factor, but table 1604.5, 1609.5)	deflection amplification factor <sub>Cl</sub> (1617.6.2)
Wind exposure category (1609.4)	Analysis procedure (1616.6, 1617.5)
Internal pressure coefficient (ASCE 7)	Design base shear (1617.4, 16175.5.1)
Component and cladding pressures (1609.1.1, 1609.6.2.2)	Flood loads (1803.1.6, 1612)
Main force wind pressures (7603.1.1, 1609.6.2.1)	
Earth design data (1603.1.5, 1614-1623) Vya	Flood Hazard area (1612.3)
Design option utilized (1614.1)	Elevation of structure
Seismic use group ("Category")	Other loads
Spectral response coefficients, SDs & SD1 (1615.1)	Concentrated loads (1607.4)
Site class (1615.1.5)	Partition loads (1607.5)
	Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404

	1	CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE
		B.T.C.
	<u></u>	RECEIVED from
	j	(10 470 Fore Street, Portland, ME 04101 (hereinafter calle
		"Purchaser"), this day of January , 2007 , the sum of <u>Twenty-Five Thousand</u>
	1	Dollars (\$ 25,000.00 ) as earnest money deposit toward purchase of real estate locate
	• • •	at in the city/town of Portland, County of
	F .	Cumberland , State of Maine, described as follows 4 story brick building of approx 18,000 +/- sf
	ſ	and 14 parking spaces and
	1 1 1	being more fully described at said County's Registry of Deeds in Book, Page, upon the terms and condition indicated below.
	1	1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable)
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	ł	2. PURCHASE PRICE: The total Purchase Price is Two Million Five Hundred Thousand
		Dollars (\$ 2,500,000.00 ), with payment to be made as follows:
		Earnest money deposit received on this date: January 2, 2007 \$\$
	• •	Other:
	1 - 1	
	ļ	
		Balance due at closing, in cash or certified funds;
	t	3. BARNEST MONEY/ACCEPTANCE:
1	:	in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid-antil January 8, 2007 at
		5:00 ( AM 0 PM). In the event of Seller's non-acceptance of this offer, the cannest money shall be returned promptly to Parchaser.
	•	4. TITLE: That a deed, conveying the premises in fee simple with good and makerable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before
		Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before
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	8	Bit Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and crecente all necessary papers for the completion of the purchase on or before
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	9 9 R	Bit Association shall be delivered to Purchaser and this transaction shall be obled and Purchaser final pay the Purchaser force as forvided lateria and expected all necessary papers for the completion of the purchase on or before <u>narveta-31</u> , 2007. If Solits is anable to convoid the time Solits receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable tide, Purchaser any within <u>10</u> days theratinet, at Purchaser's option, writidew said centest momer and neither party shall have any further obligation hereunder. Solier hereby agrees to make a good-faith effort to cure any title defect during such as the property shall be conveyed by a <u>Warran tey</u> doed, and shall be free and slear of all encoundbrances encopt covenants, conditions, excoments and restrictions of record and usual public utilities servicing the premises and shall be twelfect to applicable land use and building laws and regulations.  4. LEASES/TENANT SECURITY DEPOSITS: Selier agrees at closing to transfer to Purchaser is unreface, all Solier's rights ander the current leases to the property and any and all accurity deposits held by Selier pursuant to said leases.  5. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing anders of starwise agreed by both parties. Suid at closing be in substantially the same condition as at process is assumed by Selier unless often where agreed by both parties. The following items shall be provide as of the date of closing:  a. Real Estato Taxes based on the municipality's tax year. Selier is responsible for any unpaid taxes for prior years.  b. Fuel  c. Mattered utilities, such as water and sover, shall be paired as of the date of closing:  a. Real Estato Taxes based on the municipality's tax year. Selier is responsible for any unpaid taxes for gives and wear.  PROPATIONS: The following items shall be proved as of the date of closing:  a. Real
	9 9 R	Bit Association shall be delivered to Purchaser and this transaction shall be obted and Purchaser field pay the Purchaser for the subject to another the Purchaser for the completion of the purchase on or before <u>Another than Parcented 1</u> . <u>2007</u> . If Solit's is anable to contry title to the pruniess in accordance with the provisions of this paragraph, then Seller bitti have a <u>presentite than period</u> , so to exceed 10 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to reanedy the title, after which time, if such defect is not corrected so that there is marketable tide, Purchaser may within <u>10</u> days thereafter, at Purchaser's option, withid we aid earnest money and neither party shall have any further obligation hereander. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.  5. DHED: That the property shall be conveyed by a <u>Warranty</u> deed, and shall be free and clear of all encounterances except coverands, conditions, easonements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.  6. LBASES/TENANT SECURITY DEPOSITIS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all soliter's rights ander the current leases to the property and any and all accurity deposits held by Seller pursuant to said leases.  7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.  8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall be proved as of the date of closing:  a. Real Estate Taxes based on the municipality's tax year. Seller is required by the Seller through the date of dosing.  4. PRORATIONS: The following items shall be proved as of the date of closing.  5.

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CONTRACT FOR	THE SALE	OF COM	MERCIAL	REAL ESTA'	ГЕ
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"P	urchaser"), this	day of	Ja							
			<del></del>	-			-		-	e of real estate loca
at		193 M	liddle St	treet	·	in the ci				, County
	Cumber	land ,	State of Ma	ine, describe	d as follows $\underline{4}$	story b	rick build	ling of a	approx 18	,000 +/- sf
		ing spaces		·			·			
be	ing more fully d	lescribed at said C	County's Reg	istry of Deed	s in Book	TBD	, Page	TBD	, upon the	terms and condition
ind	licated below.									
I.	PERSONAL	PROPERTY: The	following it	tems of perso	nal property ar	re included in	this sale (if app	licable)		
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-		RICE: The total								
			I	Dollars ( $\frac{5}{2}$	,500,000.	00	), with payn	ient to be ma	de as Ioliows:	
	Earnest money	deposit received	on this date:	January	2, 2007		-	\$	25,00	0.00
	Other:							\$		
	Other:	•		-				l s ·		
		closing, in cash o	r certified fi	unds:	·······	(//	// 🔊	\$	2,475,000	0.00
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10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Selling Agent and Listing Agent make no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	<u>NO</u>	RESULTS REPORTED	TYPE OF INSPECTION	YES	<u>NO</u>	RESULTS REPORT	TED
a. General Building	_ <u>X</u> _		Within 60 45 days	g.Lead Paint		_ <u>X</u> _	Within	_ days
<ul> <li>b. Sewage Disposal</li> </ul>	<u>x</u>		Within 60 4G days	h-Pests		X	Within #	_ days
c. Water Quality		<u>x</u>	Witting hays	LADA			within60	-days
d. Radon Air Quality		<u>x</u>	Within days	j. Wetlands		X	Within	days A,
e. Radon Water Quality		<u>x</u>	Within days	k. Environmental Scan	_X_		Within	days
f. Asbestos Air Quality		<u> </u>	Within days	I. Other Survey	_ <u>x</u> _		Within	days 22

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

- 12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within \_\_\_\_\_\_ days from the effective date of a this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than \_\_\_\_\_\_ 40.000\_\_\_\_\_ % of the purchase price at an initial interest rate not to exceed \_\_\_\_\_\_ 8.000\_\_\_\_ % per annum and amortized over a period of not less than \_\_\_\_\_\_ 20\_\_\_\_ years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

13. AGENCY DISCLOSURE: Purchaser and S	eller acknowledge that the	hey have been informed thatN/A
("Selling Agent") is acting as a	N/A	agent in this transaction and is representing
	and that	Richard McGoldrick ("Listing Agent") is acting as a
·	Seller	agent in this transaction and is representing
193 LLC		_ (both Selling Agent and Listing Agent are hereinafter called "Brokers").

- 14. DBFAULT: If Purchaser fails to perform any of the terms of this Contract, Seiler shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the Escrow Agent shall not return the earnest money to Purchaser or Seller without written releases from both parties. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, inclured by Escrow Agent in connection with said dispute.
- 15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
- 16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
- 17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

Page 2 of 3 Buyer's Initials Seller's Initials Produced with ZipForm \*\* by RE FormsNet, LLC 16025 File

Allen Labor of

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.

19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.

20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form 2).

22. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:

Date for	, changed from to	
Date for	, changed from to	·,
Date for	, changed from to	·,

23. The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

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

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

Allan Labos and or assigns	559-49-0203
Legal Name of Purchaser	Social Security # or Tax LD. #
Kignsture	Name/Title, there unto duly authorized
76	
Legal Name of Purchaser	Social Security # or Tax I.D. #
	· · · ·

Signature

. .

Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_\_. In the event the carnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Brokers and (2) Seller; provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this	_ day of, 2	WT.	· ·
-7-	193 LIC Seller		Social Security # or Tax LD. #
	Signature	-	Name/Title, there unto duly authorized
	Seller		Social Security # or Tax LD. #
·	Signature		Name/Title, there unto duly authorized
	Escrow Agent		Name/Title
	Signature		
The Listing Agent is	Richard McGoldrick	of	Commercial Properties, Inc (Agence
The Selling Agent is	·	of	(Agenc
EFFECTIVE DATE OF	CONTRACT:	_,	_ <b>.</b> .
Copyright O 2004 All rig Commercial Association of		-	in whole or in part without the prior written consent of the Main s
	Produced with ZipForm™ by RE FormsNot, LLC 180	125 Fillesn Mile Ros	d, Charvertamehip, Michigan 48035, (800) 383-0805 Alian Labox

Addendum for Contract for the Sale of Commercial Real Estate Between Allan Labos and/or assigns (Purchaser) and 193 LLC (Seller) Dated January 4, 2007

It is further agreed that within seven (7) days from the Effective Date of the contract Seller shall provide to Purchaser:

- 1) All written leases and tenancies affecting the Property;
- 2) Copies of financial information relating to the operating income and expenses for the Property for the past 12 months;
- All receipts for work completed on the building and/or property with the past two
   (2) years.

Seller agrees that Purchasers review of this information shall be incorporated into the Purchaser's inspection rights as outlined in Section 10(a) — General Building Inspection.

Purchaser, its engineer, architect or other agents, may during normal business hours (or such other times as are reasonable) and on reasonable prior notice, to enter the Premises for the purpose of making inspections thereof, including, without limitation, such inspections as Purchaser shall deem desirable in order to ascertain the truth and accuracy or any representations contained herein.

Purchaser and its agents shall keep this contract and all information provided by Seller absolutely confidential, and will disclose it only to its bank, its senior staff, and other professional advisors such as attorneys and accountants. Any adverse impact to Seller from disclosure of this information to Tenants of property by Purchaser or its agents prior to closing will be considered the responsibility of Purchaser and its agents. Purchaser and its agents are specifically forbidden to have any conversation about this contract or with its plans with building tenants or any other party not directly involved except as set forth above.

Following completion of the 60 day due diligence period, Purchaser shall add \$25,000 to its escrow deposit, which together with the original deposit of \$25,000 shall become the property of Seller if Purchaser fails to close other than due to Seller's default; but which shall be credited to the purchase price if Purchaser closes.

H.A

Seller agrees that the Tenant, Silver Street Development Corp., shall vacate the property on or before Thay 32, 2007. As a condition to Purchaser's obligation to close, Silver Street Development Corp.'s lease shall be amended on or prior to the closing date to reflect such revised lease termination date. This provision shall survive closing.  $+m\sqrt{c7}$ 

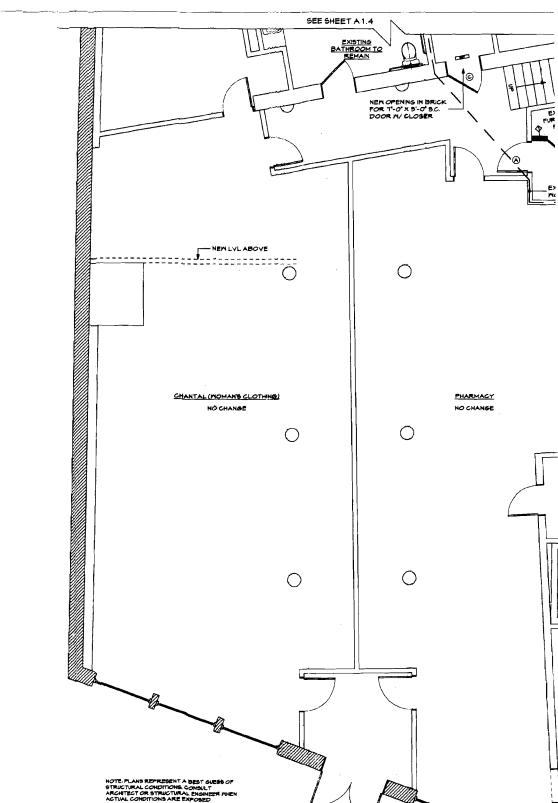
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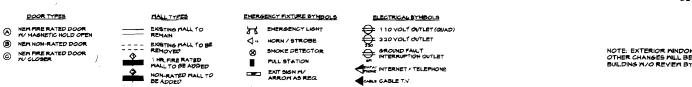


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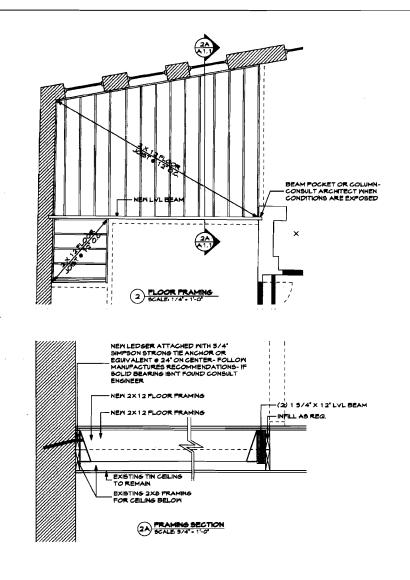


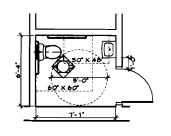


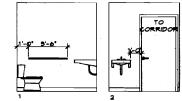
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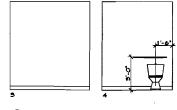


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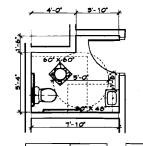


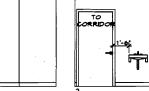


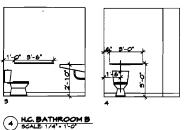


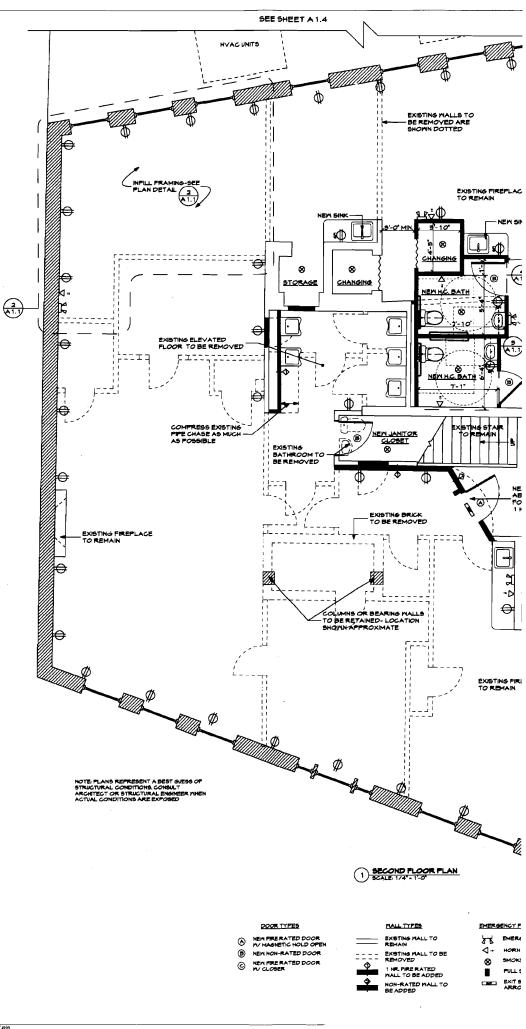


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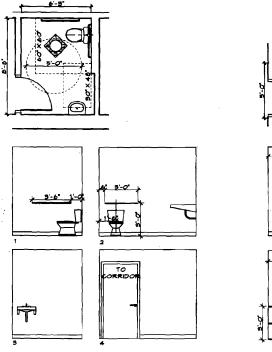




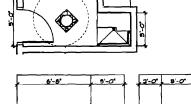




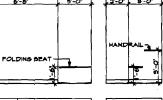
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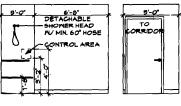


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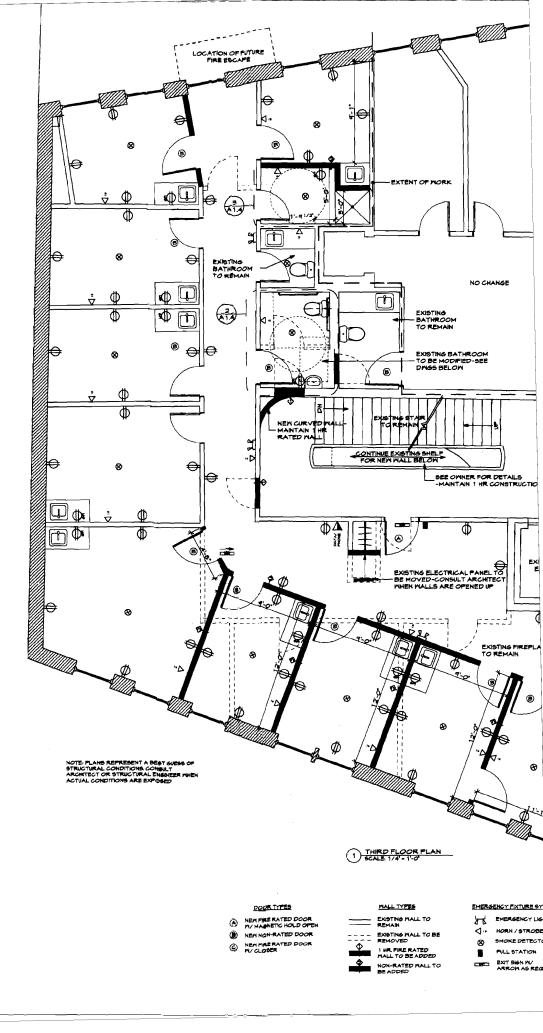


6-8

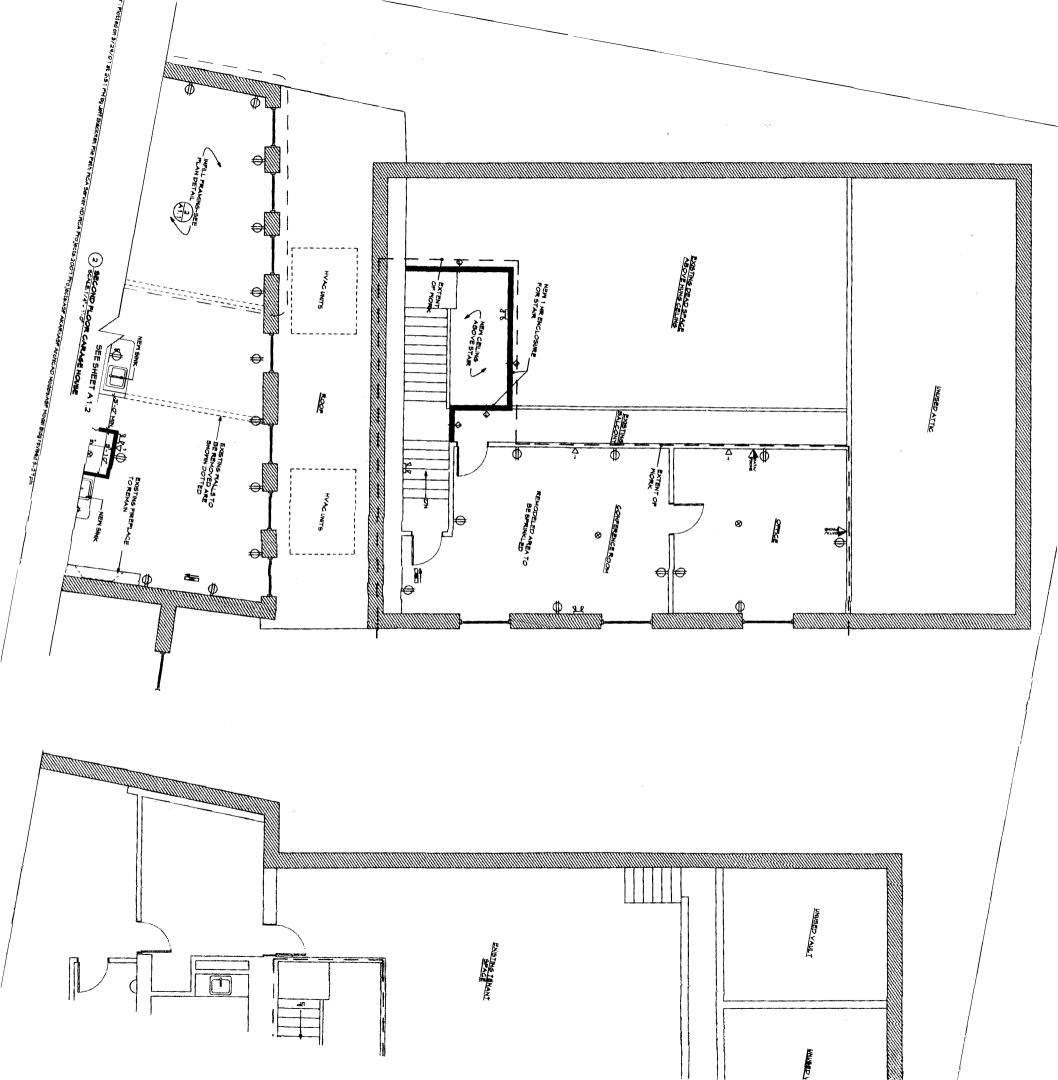








Third Floor : Plotted on 9/29/07 at 2:50 PM by Jeff Blackman. Pile Path: MCA Server HDACA Projects;2007 Projects;2087 AKARIASP ArchicaD Model: ASP Model Bidg revised 5-21 pin





State of Maine Department of Public Safety Construction Permit



Reviewed for Barrier Free

#### # 16688

Sprinkled Sprinkler Supervised

#070392

032

AKARI Located at: 193 MIDDLE ST.

PORTLAND

Occupancy/Use: MERCANTILE CLASS B/Business

Permission is hereby given to: ALLAN LABOS

## 470 FORE ST. PORTLAND, ME 04101

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or

other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 31 st of October 2007

Dated the

1 st day of May A.D. 2007

Commissioner

Copy-3 Code Enforcement Officer

Comments:

Code Enforcement Officer PORTLAND, ME

MAY - 4 20