

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

Please Read  
Application And  
Notes, If Any,  
Attached

**BUILDING INSPECTION**

Permit Number: 061610

**PERMIT**

**PERMIT ISSUED**

This is to certify that B & L Partners Llc /Matt Flarty  
 has permission to tenant fit up for M & R Electric - add a first floor office and a second floor office / storage space over existing o  
 AT 585 Riverside St 306 B006308

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

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

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

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

**OTHER REQUIRED APPROVALS**

Fire Dept. Cora Coles  
 Health Dept. \_\_\_\_\_  
 Appeal Board \_\_\_\_\_  
 Other \_\_\_\_\_  
Department Name

*Thomas M. Munkley* 12/5/06  
 Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

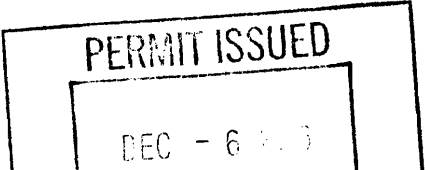
Permit No: 06-1610	Issue Date:	CBL: 306 B006308
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Location of Construction: 585 Riverside St	Owner Name: B & L Partners Llc	Owner Address: 277 Milton Rd	Phone:
Business Name:	Contractor Name: Matt Flaherty	Contractor Address: 49 Haverly's Way Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: IM

Past Use: Commercial - vacant <i>Building #3 - unit 8</i>	Proposed Use: Commercial - tenant fit up for M & R Electric - add a 1st floor office and a second floor office / storage space over existing office space and the new office.	Permit Fee: \$450.00	Cost of Work: \$42,500.00	CEO District: 5
Proposed Project Description: tenant fit up for M & R Electric - add a 1st floor office and a second floor office / storage space over existing office space and the new office.		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>Commercial</i> Type: <i>3B</i> <i>IBC 2003</i>	
		Signature: <i>Greg Guss</i>	Signature: <i>Jm 12/5/06</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: dmartin	Date Applied For: 11/02/2006
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**Zoning Approval**

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ conditions</i> Date: <i>11/8/06</i> <i>ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i> Date: _____
			

**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



# General Building Permit Application

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

Location/Address of Construction: <u>585 Riverside St. Building 3</u>		
Total Square Footage of Proposed Structure <u>1889 +/- Sq Ft</u>		Square Footage of Lot <u>N/A</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>304      B      006</u>	Owner: <u>MATT FLAHERTY</u>	Telephone: <u>878 5864</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>MATT FLAHERTY 49 HAVERTY'S WAY PORTLAND, ME 04103</u>	Cost Of Work: <u>\$ 42,500</u> Fee: <u>\$ 450.00</u> C of O Fee: <u>\$ N/A</u>
Current Specific use: <u>OFFICE/Warehouse</u> If vacant, what was the previous use? <u>NEW</u> Proposed Specific use: <u>OFFICE Warehouse</u>		
Project description: <u>Build out smaller office is already permitted. Adding a second floor office and a 12'x12' 1st floor office</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>MATT FLAHERTY</u> Mailing address: <u>49 Haverty's Way Portland, ME 04103</u> Phone: <u>878 5864</u>		

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

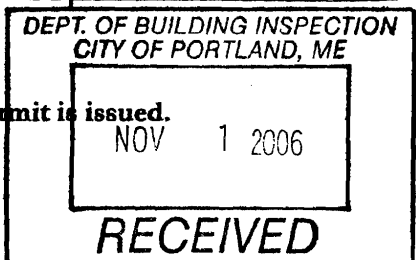
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building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

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

Signature of applicant: Matt Flaherty

Date: 11/1/06

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



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

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

<b>Permit No:</b> 06-1610	<b>Date Applied For:</b> 11/02/2006	<b>CBL:</b> 306 B006308
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<b>Location of Construction:</b> 585 Riverside St	<b>Owner Name:</b> B & L Partners Llc	<b>Owner Address:</b> 277 Milton Rd	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Matt Flaherty	<b>Contractor Address:</b> 49 Haverty's Way Portland	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

<b>Proposed Use:</b> Commercial - tenant fit up for M & R Electric - add a 1st floor office and a second floor office / storage space over existing office space and the new office.	<b>Proposed Project Description:</b> tenant fit up for M & R Electric - add a 1st floor office and a second floor office / storage space over existing office space and the new office.
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 11/08/2006

**Note:** Parking was determined with the site plan review for the building. It is a listed use under site plan (contractor's offices & warehouse) so no additional parking required.      **Ok to Issue:**

- 1) Separate permits shall be required for any new signage.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tom Markley      **Approval Date:** 12/05/2006

**Note:**      **Ok to Issue:**

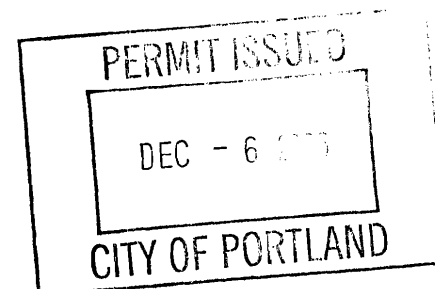
- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 2) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 3) Guards must be 42 inches in height with openings less than 4 inches. Graspable rails must be installed on both sides of the stair guard. Stair treads shall not be less than 11". Stair risers shall not be more than 7".

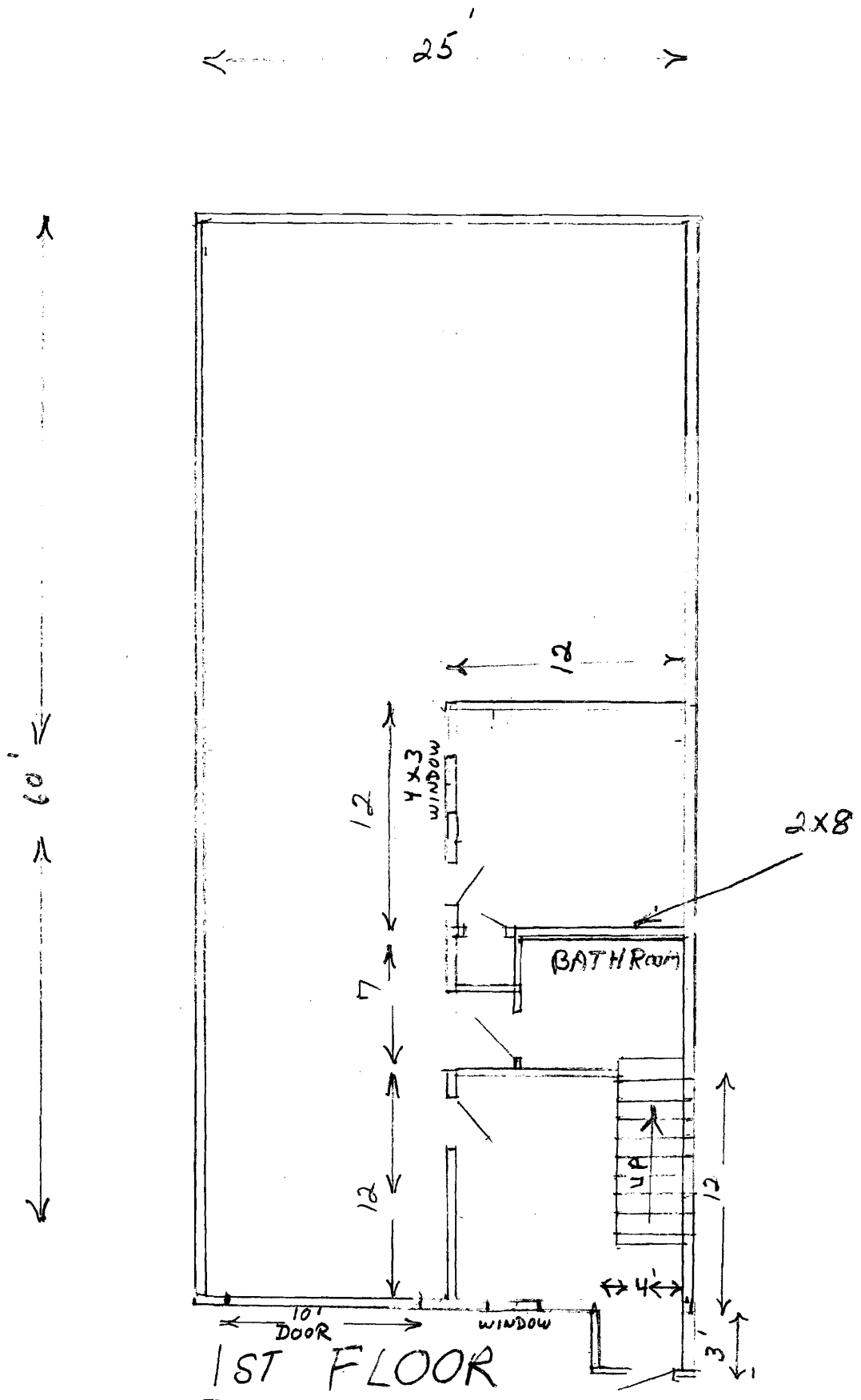
**Dept:** Fire      **Status:** Approved      **Reviewer:** Cptn Greg Cass      **Approval Date:** 11/08/2006

**Note:**      **Ok to Issue:**

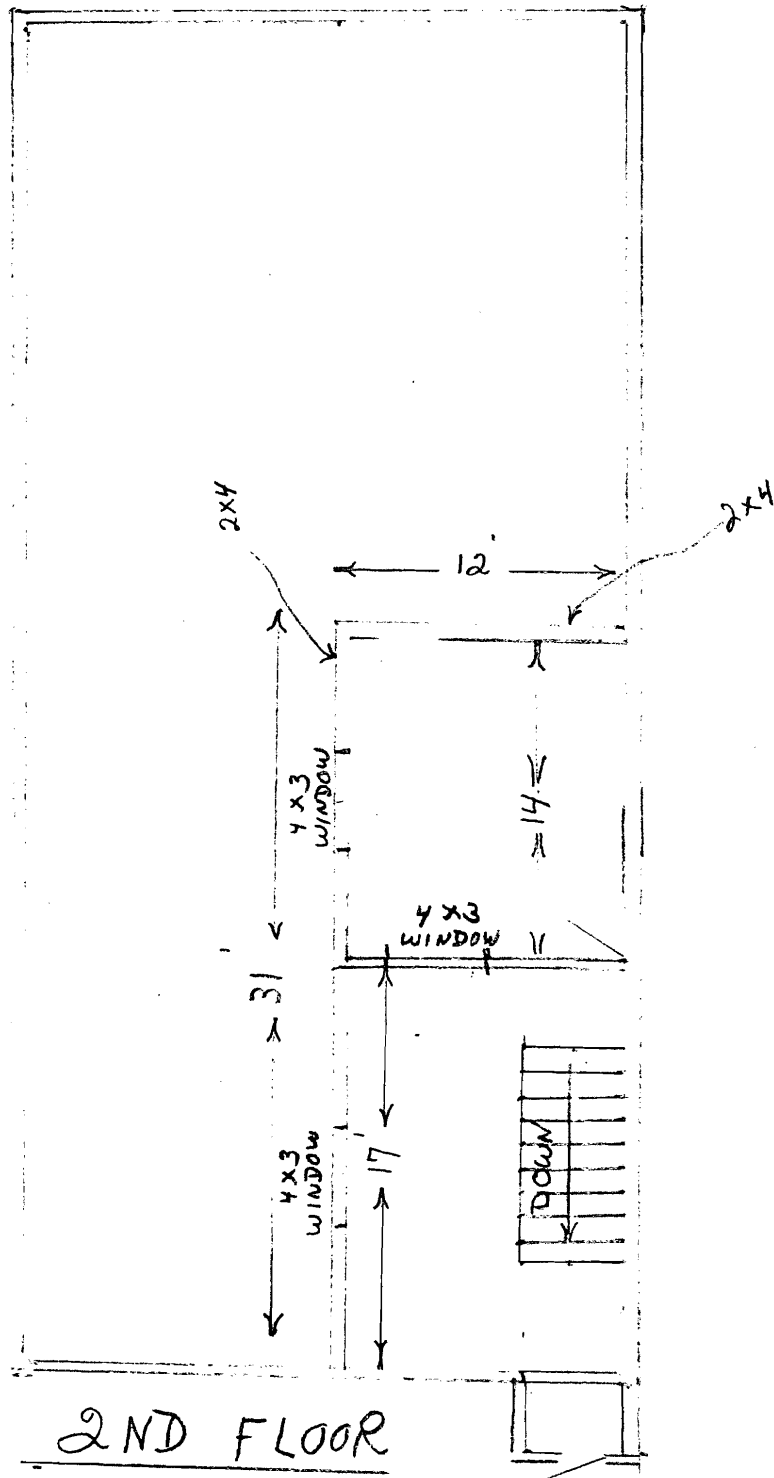
**Comments:**

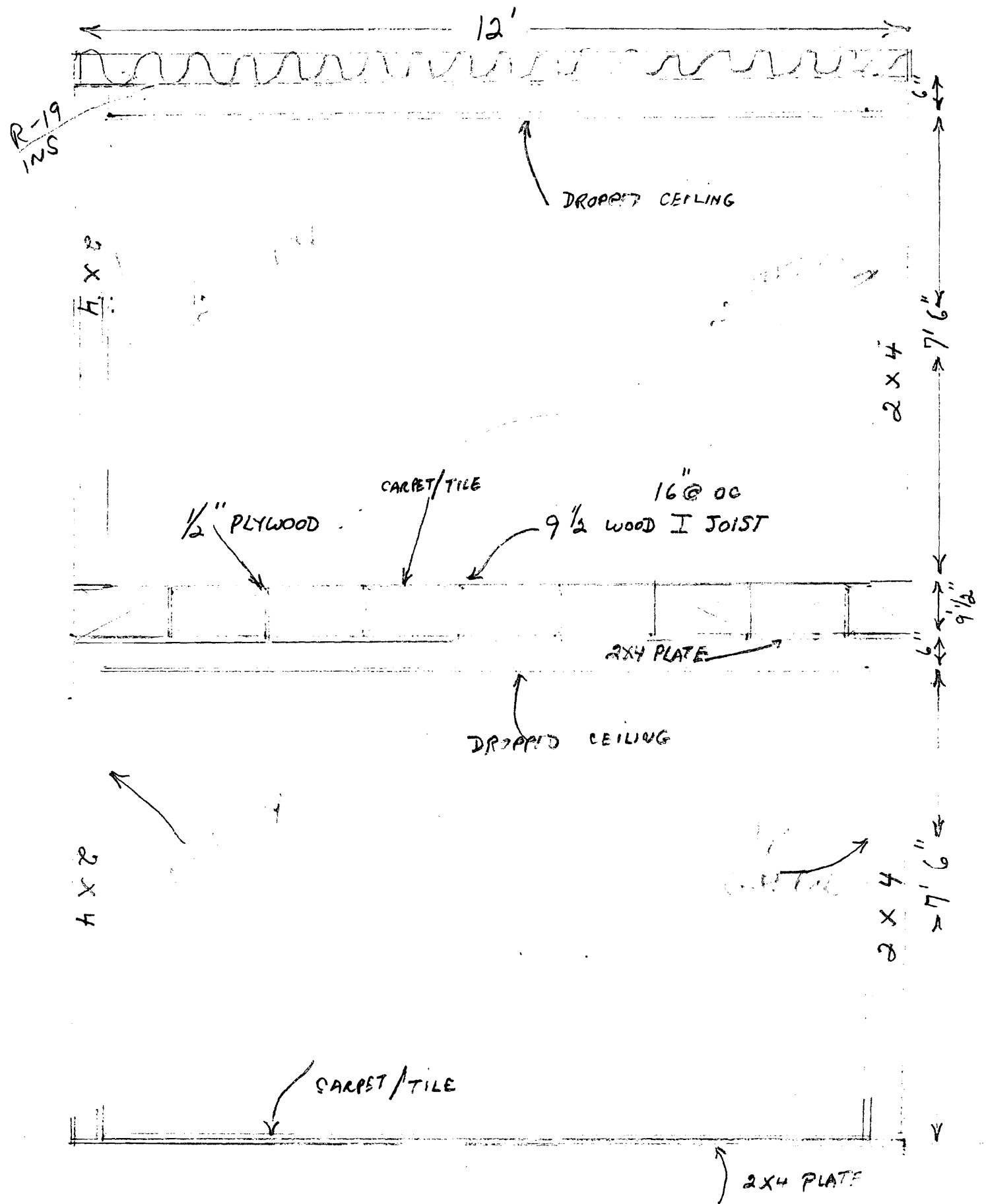
11/8/2006-amachado: Owes for Certificate of Occupancy





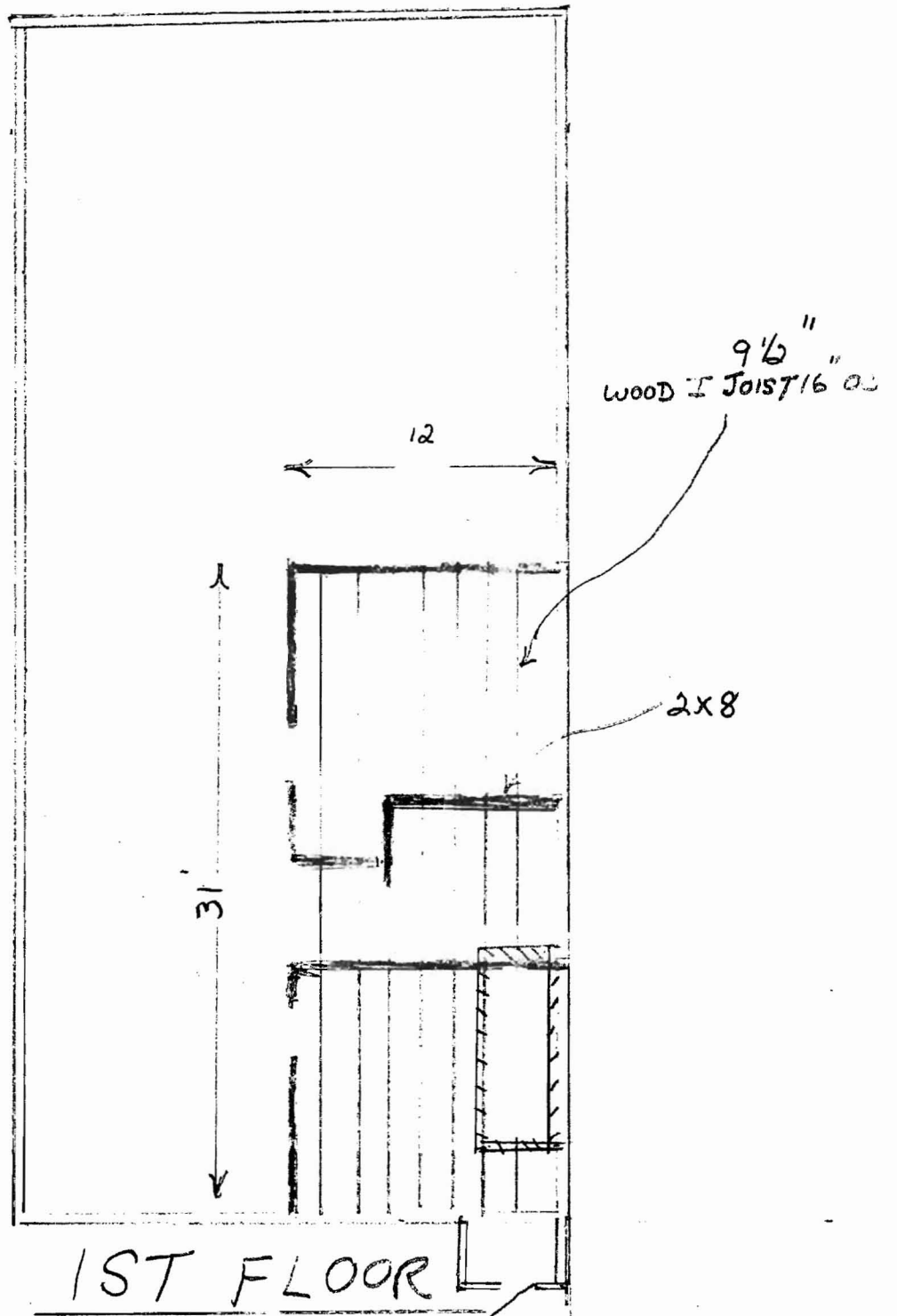
SCALE  $\frac{1}{8}'' = 1'-0''$





FRONT VIEW

SCALE 1/8" = 1'-0"



SCALE 1/8" = 1'-0"



**Main Identity**

**From:** "William Boyle" <wboyle@maine.rr.com>  
**To:** <matt@mandrelectric.com>  
**Cc:** <rainmakr@maine.rr.com>  
**Sent:** Wednesday, September 27, 2006 6:12 AM  
**Subject:** PS Unit#8 Building 3 M and R Electric

DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME

NOV - 7 2006

RECEIVED

**Purchase and Sale Agreement**

This Agreement made <sup>October 14 KF MF</sup> ~~September 27, 2006~~ between B & L Partners, LLC, with an address of c/o William Boyle, 36 rainmaker Drive, Portland, ME 04103 ("Seller"), and M and R Electric, or assigns, with a mailing address of Your Address, Portland, ME 04103 ("Buyer").

1. **Property:** Seller agrees to sell and Buyer agrees to buy a 1,517+/- s/f commercial condominium unit to be constructed by Seller and designated as Unit 8, Building 3, of the Rainmaker Business Park Condominium (the "Property") at 585 Riverside Street in Portland, Maine. The Property is further described on the Exhibit A.

2. **Closing:** Closing shall take place upon receipt of certificate of occupancy for the Property, unless Buyer and Seller agree in writing to extend the date of closing. The anticipated date of completion is November 30, 2006.

3. **Purchase Price:** <sup>138,000 MF</sup> Buyer shall pay the sum of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (~~\$165,000.00~~) for the Property, payable as follows: a deposit of FIVE THOUSAND DOLLARS (\$5,000.00) (the "Deposit") is payable at the execution of this agreement. Buyer shall pay any remaining balance at closing as set forth below.

4. **Contingencies:** The parties' obligations under this Agreement are contingent upon:

(1) Buyer's satisfaction of its review of the Condominium Declaration and the By Laws of Rainmaker Business Park Condominium Association within 14 days of the Effective Date of this Agreement. Should Buyer fail to conduct this review and/or fail to report unsatisfactory results to Seller in writing within 14 days of the Effective Date of this Agreement then this contingency shall be deemed waived by Buyer.

(2) Buyer obtaining financing.

5. **Deed-Title:** The Property shall be conveyed to Buyer by Quit Claim Deed with Covenant from Seller. Seller shall convey good and marketable title to the Properties to Buyer free and clear of all encumbrances, except utility easements and building restrictions of record, land use laws, and matters set forth in the Declaration and Plans for the Rainmaker Business Park Condominium. Should Buyer notify Seller prior to closing date that record title to the Properties is unmarketable for any reason other than as set forth above, Seller may elect to either: (1) extend the closing for a reasonable time, not to exceed 30 days unless otherwise agreed, to attempt to remedy the title defect, or (2) terminate this Agreement and return the Deposit to Buyer. If Seller elects to extend the closing and is unable to remedy such defect, or if Seller elects not to extend the closing, Buyer may, by written notice to Seller within three (3) business days of Seller's notice of intent to terminate, elect in writing to complete the sale without reduction in the purchase price notwithstanding such defect, in which case the closing date shall be within ten (10) days of Seller's receipt of such written request.

6. **Real Estate and Transfer Taxes and Other Closing Costs:** All rents, taxes, assessments and utilities shall be prorated at closing. Maine transfer taxes shall be paid equally by both parties. Seller shall be responsible for the cost of deed preparation. Buyer shall be responsible for the cost of title work and closing services. Each party shall execute other instruments customarily required at commercial real estate closings.

7. **Risk of Loss.** Seller assumes the risk of loss or damage to the Property until closing. If the Property is destroyed or damaged prior to closing, Buyer may elect to complete the closing and

10/14/2006

accept the insurance proceeds for the purpose of reconstruction.

8. **Possession:** Buyer shall be entitled to complete possession of the Property at closing.
9. **Time:** Time is of the essence with respect to this Agreement.
10. **Real Estate Broker:** Each party represents that it has not used a real estate broker in this transaction and each agrees to defend, indemnify and hold harmless the other from any brokerage claim, with the indemnifying party being the party whose actions give rise to the claim.
11. **Buyer's Default:** If Buyer fails to close for any reason as agreed, Seller shall be entitled to terminate this Agreement and retain \$5,000 of the Deposit as liquidated damages, as Seller's sole and exclusive remedy, returning the balance of the Deposit to Buyer.
12. **Merger:** This Agreement represents the entire agreement between Buyer and Seller. No representations have been made by Seller or its agents to induce Buyer to sign this Agreement.
13. **Miscellaneous:** This Agreement is governed by Maine law. This Agreement may be amended only in writing executed by the parties hereto or their legal representatives. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller, their heirs, personal representatives, successors and assigns. Buyer may assign this contract, without recourse.
14. **Offer/Effective Date:** This offer shall be valid until October 16, 2006 at 5:00 p.m. If Seller does not timely accept the offer, the Deposit shall be promptly refunded to Buyer. This Agreement shall become effective on the date (the "Effective Date") signed by both Seller and Buyer.
15. **Seller's Default:** If Seller fails to perform its obligations under this Agreement, Buyer shall be entitled to the return of the Deposit and recovery of Buyer's reasonable out of pocket costs in performing due diligence, but no other damages (whether direct, consequential, special or otherwise). This shall be Buyer's sole and exclusive remedy. Seller's obligation includes completion of unit by its estimated date of November 30, 2006. If unit is not ready for occupancy or seller is unable to close within 45 days of November 30, 2006, buyer is able to nullify this contract and receive full deposit back plus recovery of reasonable out of pocket costs related to the transaction.
16. **Other:** Seller shall cooperate with Buyer in completing an IRC 1031 tax deferred exchange at no cost or liability to Seller.

IN WITNESS WHEREOF, Seller and Buyer have signed this Agreement in duplicate originals on the date written next to their names below:

**SELLER: B&L PARTNERS, LLC**

By: [Signature]  
William Boyle, Manager

**BUYER:** Maria J. Fung - LLC to be formed

By: [Signature]  
Name/Title:

And By: [Signature]  
Name/Title:

**EFFECTIVE DATE:**                      , 2006

10/14/2006

# Original Permit for building #3

## City of Portland, Maine - Building or Use Permit

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

Permit No: 05-1808	Date Applied For: 12/16/2005	CBL: 306 B006001
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Location of Construction: 585 RIVERSIDE ST	Owner Name: B & L PARTNERS LLC	Owner Address: 277 MILTON RD	Phone:
Business Name:	Contractor Name: Harvey Sawyer	Contractor Address: 14 Deer Run Drive Gorham	Phone (207) 831-1030
Lessee/Buyer's Name	Phone:	Permit Type: Commercial	

Proposed Use: Commercial/ Build a 60' x 200' Pre-engineered steel Bulding BLDG. C	Proposed Project Description: Build a 60' x 200' Pre-engineered steel Bulding BLDG. C
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 01/12/2006  
**Note:** received approved site plan 1/9/06      **Ok to Issue:**

- 1) No certificate of occupancies shall be issued prior to finalized original executed easements have been accepted and approved by the planning division.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) Separate permits shall be required for any new signage.
- 4) Separate permits are required for individual tenant fit-up permits. PLEASE NOTE: uses other than warehouse, low industrial uses, or contractor's offices shall require different parking requirements that shall be met prior to any approvals.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Mike Nugent      **Approval Date:** 01/10/2006  
**Note:**      **Ok to Issue:**

- 1) Separate tenant fit up, Plumbing, Electrical, HVAC plans must be submitted for separate permit approvals prior to thos phases of construction.

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Cptn Greg Cass      **Approval Date:** 12/19/2005  
**Note:**      **Ok to Issue:**

- 1) Requires state approval.

**Dept:** Planning      **Status:**      **Reviewer:** Ethan Macomber      **Approval Date:** 11/14/2005  
**Note:**      **Ok to Issue:**

- 1) Draft easement has been approved. We now need original executed easement prior to CO.

**Comments:**

12/23/2005-mjn: Planning advises that a site reveiw amendment is required.

Applicant: B & L Partners LLC

Date: 1/12/06

Address: 585 Riverside St

C-B-L: 306-B-6

312-B-004

CHECK-LIST AGAINST ZONING ORDINANCE

#05-1808

Date - 04/18/05

Called Bldg#2 on plans dated  
revised 10/31/05

Zone Location - I-M

Interior or corner lot -

Proposed Use/Work -

to construct foundation & shell 60'x200'  
warehouse with access off road  
LIGHT INDUSTRIAL - CONTRACTOR

Sevage Disposal - City

Lot Street Frontage - 60' min - 78.44' shown

Front Yard - 1' for each 1' of height - 21.5' min req - well beyond in  
Rear of property

Rear Yard - 1' for each 1' of height - 100.4' (wetlands)

Side Yard - 1' for each 1' of height - 32' & 83'

Projections - entry projections

Width of Lot - N/A

Height - 75' MAX - 21.5' scaled

Lot Area - No min - 197,756 sq ft shown

Lot Coverage/ Impervious Surface - 75% MAX - 52% given

Area per Family - N/A

Off-street Parking - 12 required  $12,000 \div 1,000 = 12$  req - 17 SPACES shown

Loading Bays - 8 loading docks shown

Site Plan - # 2005-0223

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 6 - Zone X

Pavement set back from boundary line = 10' min - 10' scaled

*M & R ELECTRIC*

**TREAD & RISER DIMENSIONS  
ONE & TWO FAMILY  
2003 INTERNATIONAL RESIDENTIAL CODE  
SECTION R311.5.3 TREADS & RISERS**

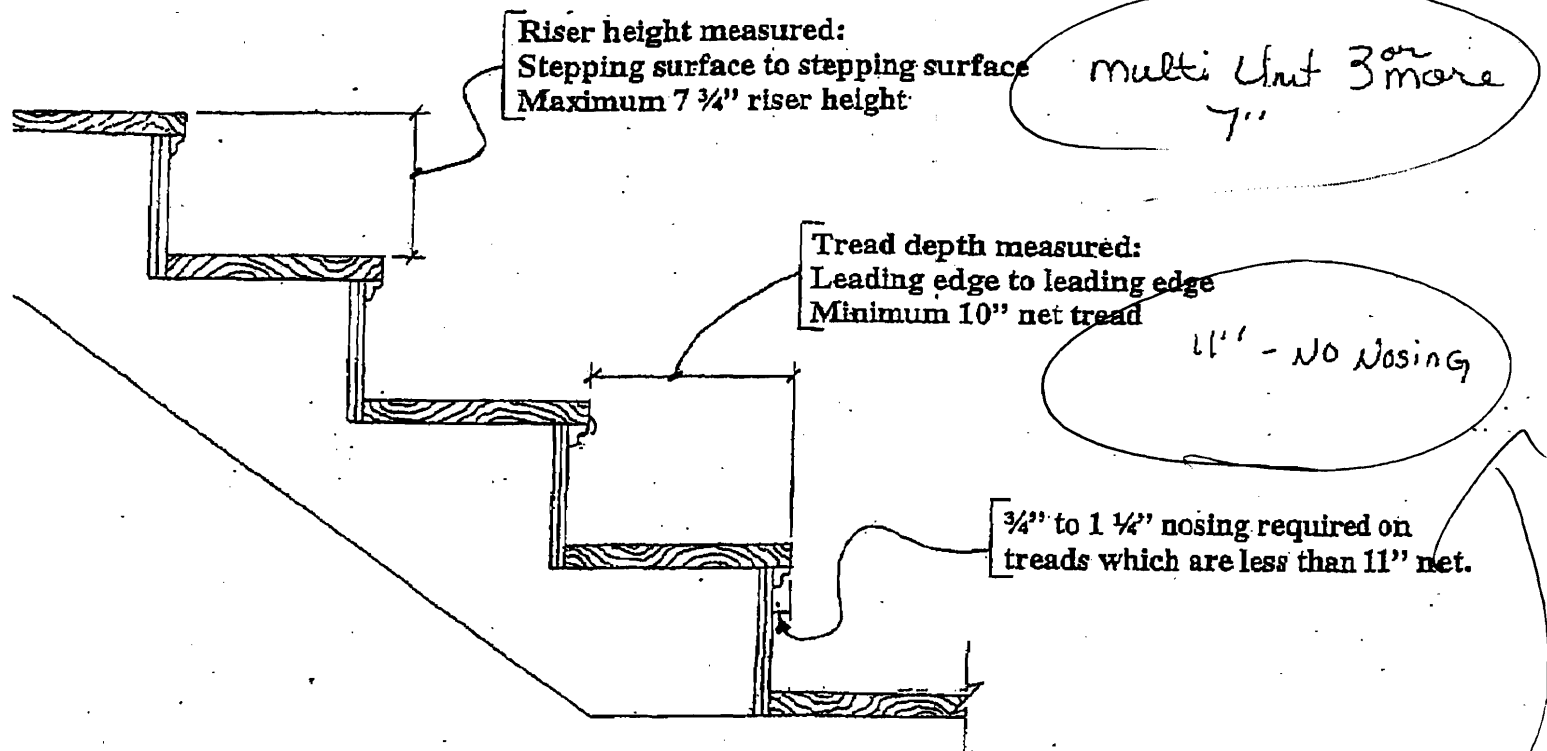
In occupancies in 1 and 2 family dwellings (Use Group R-3) and in accessory occupancies (shed, garages, etc.) to 1 and 2 family dwellings the following are the tread and riser requirements:

The **MAXIMUM** riser height shall be  $7\frac{3}{4}$ " and the **minimum** riser height shall be 4". The **MINIMUM** tread depth shall be 10" (measured from leading edge of tread to leading edge of tread). A nosing not less than  $\frac{3}{4}$ " but not more than  $1\frac{1}{4}$ " SHALL be required on treads where the depth is less than 11". Openings in risers shall not exceed 4".

*Residential  
Units or less*

*Commercial &  
Residential 3 or more  
units*

Correct method of measuring treads and risers:



Please note: To achieve a minimum 10" net tread the stringer must be cut to 10".

*Stairs*

# 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.

- |                                     |                                       |  |
|-------------------------------------|---------------------------------------|--|
| <input checked="" type="checkbox"/> | Footing/Building Location Inspection: | Prior to pouring concrete  |
| <input checked="" type="checkbox"/> | Re-Bar Schedule Inspection:           | Prior to pouring concrete  |
| <input checked="" type="checkbox"/> | Foundation Inspection:                | Prior to placing ANY backfill  |
| <input checked="" type="checkbox"/> | Framing/Rough Plumbing/Electrical:    | Prior to any insulating or drywalling  |
| <input checked="" type="checkbox"/> | Final/Certificate of Occupancy:       | Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point. |

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

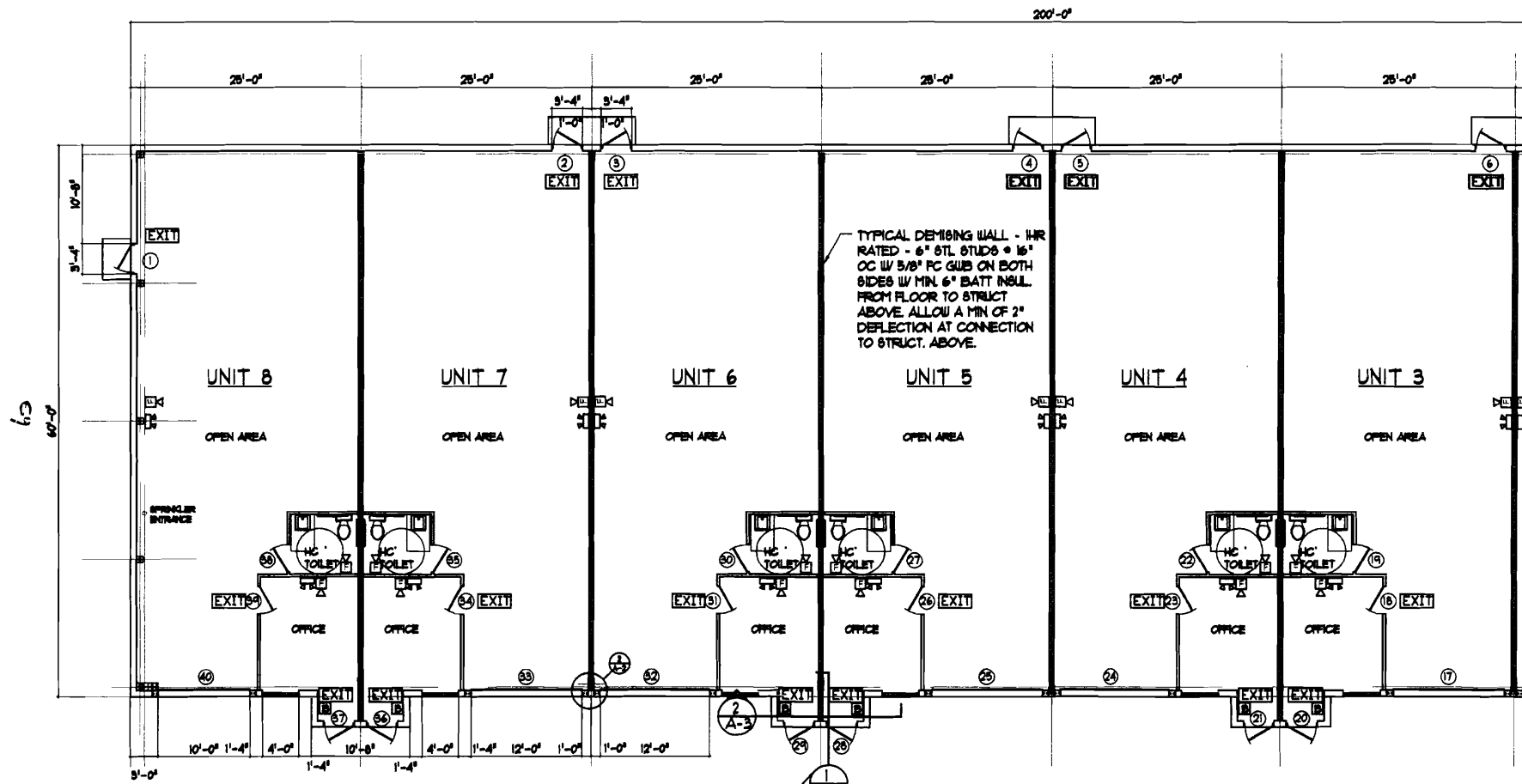
~~XXX~~ If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

~~XXX~~ CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

<u>David A. Flawley</u>	<u>12-6-06</u>
Signature of Applicant/Designee	Date
<u>Donna Martin Admin</u>	<u>12 6 06</u>
Signature of Inspections Official	Date

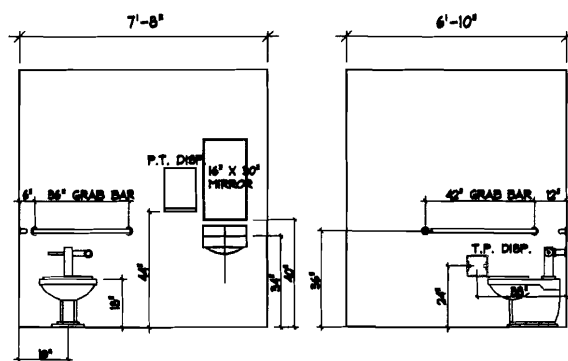
CBL: 306 B006 Building Permit #: 06-1610

permit 05-1808



FLOOR PLAN

SCALE: 1/8" = 1'-0"

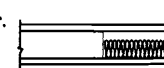


1 H.C. TOILET

2 H.C. TOILET



1 hr.



FM	WP 45	5/8" (15.9mm) Fire-Shield Gypsum Wallboard or 5/8" (15.9mm) Fire-Shield MR Board screw attached horizontally to both sides 3 5/8" (92.1mm) steel studs, 24" o.c. (610mm). All wallboard joints staggered.	42	NGC 2505
GA	WP 1200	5/8" (15.9mm) Fire-Shield Gypsum Wallboard screw attached vertically to both sides 3 5/8" (92.1mm) steel studs, 24" o.c. (610mm). Wallboard joints staggered.	47	NGC 2506
OBU	T-1770	2 1/2" (63.5mm) mineral wool or glass fiber in cavity.		
UL	U465	5/8" Gold Band Fire-Shield C Wallboard screw attached vertically with fasteners 8" o.c. at edges and 12" o.c. in the field of the board to 3-5/8" steel studs spaced maximum 24" o.c. with joints staggered on opposite sides of the wall. "Insert" UL" as Ref. # "U 465" as Design No.		
UL	V456			

LEGEND

	EMERGENCY LIGHTS
	ADA APPROVED PANIC HARDWARE
	ONE HOUR UL RATED WALL
	EXIT SIGN TO BE SELF ILLUMINATED
	ADA EXIT SIGN TO BE LOCATED ON THE WALL ON THE LATCH SIDE 5' TO THE CENTER FROM THE FLOOR
	FIRE ALARM SYSTEM- VISUAL ALARM SIGNALING DEVICE, WALL MOUNTED AT 90" AFF TO CENTERLINE.

