



778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

FAX COVER SHEET

To: Kandi Talbot - Planning

From: Steve Dwyer

Fax # _____

Date: 11/1/00

Phone: _____

Pages (Incl. Cover): 3

Re: Anchor Line and Landings

Urgent

For Review

Please Comment

Please Reply

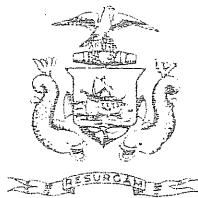
Please Recycle

COMMENTS: _____

Kandi,

I received this letter from Mobil Pipeline which I provide for your records.

I believe that Anchor Line and Landings will be commencing concrete work next week. Did you want a pre construction meeting?



CITY OF PORTLAND

October 2, 2000

Arbor Core and Landscape
Bishop Street
Portland, ME 04103

Re: 779 Warren Avenue

Dear Sir or Madam:

On October 2, 2000 the Portland Planning Authority approved the site plan application for a 2,800 sq. ft. garage/storage building located at 779 Warren Avenue with the following condition:

- i. that the approval is subject to terms and conditions to be imposed by Mobile Pipeline.

Please note the following provisions and requirements for all site plan approvals:

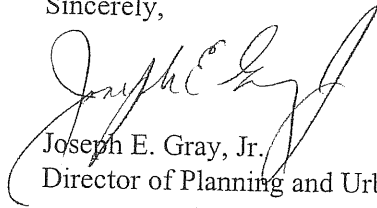
1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one-year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 1.7% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.

O:\PLAN\DEVREVW\WARRE779\apprvltr.doc

5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,



Joseph E. Gray, Jr.
Director of Planning and Urban Development

- cc:
- Alexander Jaegerman, Chief Planner
 - ✓Kandice Talbot, Planner
 - P. Samuel Hoffses, Building Inspector
 - Marge Schmuckal, Zoning Administrator
 - Tony Lombardo, Project Engineer
 - Development Review Coordinator
 - William Bray, Director of Public Works
 - Jeff Tarling, City Arborist
 - Penny Littell, Associate Corporation Counsel
 - Lt. Gaylen McDougall, Fire Prevention
Inspection Department
 - Lee Urban, Director of Economic Development
 - Susan Doughty, Assessor's Office
 - Approval Letter File

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Planning Department Copy**

20000174

I. D. Number

Arbor Core and Landscape

Applicant

Bishop St., Portland, ME 04103

Applicant's Mailing Address

Deluca-Hoffman

Consultant/Agent

775-1121

Applicant or Agent Daytime Telephone, Fax

09/12/2000

Application Date

garage/storage

Project Name/Description

779 - 779 Warren Ave, Portland Maine 04103

Address of Proposed Site

318 A007

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) **garage/storage**

2,800 **57,529** **I-M - Floodplain**
 Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

- Site Plan (major/minor) Subdivision # of lots PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other

Fees Paid: Site Plan **\$400.00** Subdivisio _____ Engineer Review _____ Date **09/12/2000**

Planning Approval Status:

Reviewer _____

- Approved Approved w/Conditions See Attached Denied

Approval Date **10/02/2000** Approval Expiration **10/02/2001** Extension to _____ Additional Sheets Attached

OK to Issue Building Permi **kandi talbot** **10/13/2000**
 signature date

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	10/13/2000 date	\$2,500.00 amount	09/01/2001 expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	10/13/2000 date	\$42.50 amount	
<input type="checkbox"/> Building Permit Issue	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	_____ expiration date
<input type="checkbox"/> Final Inspection	_____ date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	signature	

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
D.R.C. Copy**

20000174

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Arbor Core and Landscape

Applicant
Bishop St., Portland, ME 04103
Applicant's Mailing Address
Deluca-Hoffman
Consultant/Agent
775-1121
Applicant or Agent Daytime Telephone, Fax

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Reviewer _____

Approved Approved w/Conditions see attache Denied

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Condition Compliance **kandi for jeff preble** **10/13/2000**
signature date

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<input type="checkbox"/> Temporary Certificate Of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	expiration date
<input type="checkbox"/> Final Inspection	_____ date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	signature	

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
ADDENDUM**

20000174
I. D. Number

Arbor Core and Landscape

Applicant

Bishop St., Portland, ME 04103

Applicant's Mailing Address

Deluca-Hoffman

Consultant/Agent

775-1121

Applicant or Agent Daytime Telephone, Fax

09/12/2000

Application Date

garage/storage

Project Name/Description

779 - 779 Warren Ave, Portland Maine 04103

Address of Proposed Site

318 A007

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

see Planning's conditions

Planning Conditions of Approval

- i. that the approval is subject to terms and conditions to be imposed by Mobile Pipeline
-

Inspections Conditions of Approval

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
 2. Separate permits shall be required for separate signage.
 3. This proposed building is located within an AE Floodplain zone which requires your first floor elevation to be 2' above the given flood elevation or 35 ft. Therefore, the FFE would be required at 37 feet. The attached floodplain application and certificate of elevation shall be required to be filled out and returned prior to a certificate of occupancy being issued.
-

Fire Conditions of Approval

Mobil Pipe Line Company

GENERAL RESTRICTIONS / RIGHT-OF-WAY

1. Any proposed plan must be submitted to Mobil Pipe Line's Right-of Way and Claims Department, at least 30 days prior to commencement of work, for review to determine to what extent, if any, the pipeline or right-of-way will be affected by the proposed construction and / or development.
2. Roadways or driveways must cross our pipeline at as near a 90° angle as possible, provided we have adequate cover (Normally 4 feet) for the protection of our pipeline from the weight of the vehicles using said roadway or driveway. If the roadway or driveway is to be paved, Mobil Pipeline Company will not be responsible to replace said paving if it is necessary to remove the paving to gain access to the pipeline.
3. Buildings, trees, shrubs, or any obstruction of a permanent nature shall be constructed, planted or placed no closer than 25 feet to any existing pipeline (50 foot Easement).
4. Wells, leach beds, cesspools, or sewer systems of any type shall not be placed within the right-of-way.
5. All underground facilities crossing the right-of-way shall cross under existing pipeline with a minimum of a one foot clearance. This includes sewer drain lines.

We also wish to advise you that our pipeline is cathodically protected and may have an effect on your utility lines if they are made of electronically conductive material. You may wish to contact our Corrosion Technician, J. J. Baran, (716) 328-8180, concerning measures you can take to protect your metallic pipe from the effects of our cathodic protection. If your utility line is made of plastic pipe, it will not be affected by our cathodic protection.

6. The earth cover over the pipeline shall be maintained and never changed in any manner without special written approval of Mobil Pipeline Company, of same.
7. Any parking area placed over the pipeline by permission of Mobil Pipeline Company shall be subject to an amendment to agreement entered into by subject parties prior to construction.
8. If heavy equipment is to cross, existing pipeline for any reason, it will be necessary for owner to provide a ramp of sufficient material to protect said pipeline. Mobil Pipe Line Company will make the decision, as to how much fill will be required for the ramp. Upon completion of construction and discontinuation of heavy equipment passage over the pipeline, the ramp may be removed.
9. **A MOBIL PIPE LINE INSPECTOR MUST BE PRESENT AT THE TIME THAT ANY WORK IS DONE WITHIN MOBIL PIPELINE'S RIGHT-OF-WAY.**
10. No blasting is permitted within 300 feet of the pipeline. Anything less than 300 feet must have the approval of and instruction from Mobil Pipe Line's Engineering Department.
11. Should you have any other questions or need additional information on the aforementioned Paragraphs 1 – 10, please call Mobil Pipe Line Company's Right -of- Way Department at 716.527.6168. (Call COLLECT if outside the (716) area code.)
12. **The Dig Safe System, Inc. (781) 721.0990 must be contacted at least 3 days prior to any construction activity near the pipeline(s).** To arrange to have the pipeline staked for location, call Mike DiCenso (207) 942.8248

Mobil Pipe Line Company

676 BROOKS AVENUE
ROCHESTER, NEW YORK 14619
(716) 527-8180

October 27, 2000

Stephen R. Bushey, P.E.
DeLuca-Hoffman Associates, Inc.
778 Main Street, Suite 8
South Portland, Maine 04106

RE: FAB-57
SITE DEVELOPMENT
Tax Map 318, Blk A, Lot 7 Portland ME
Owner: Abatement Professionals
City of Portland, Cumberland Co., ME

Dear Mr. Bushey,

This letter is in response to your fax dated September 29, 2000, in reference to the above property.

As you are aware Mobil Pipe Line Co., does own and operate a 6-inch petroleum products pipeline crossing this property. In the past we have experienced encroachment problems from the previous landowner. As we discussed a wellhead is within the limits of our 35-foot right of way and very near our pipeline. During the installation of the wellhead our pipeline was in fact damaged and has since been repaired.

On October 4th of this year I visited the property and as you are aware the property has been cleared of debris and any structures.

The proposed 40'x70' metal frame building you have submitted with your fax appears to be located well beyond our right of way line. The storage area and parking will encroach within the right of way limits but should not create any undue access problems to our pipeline. However, in the event the items stored or the parking area is damaged due to our access, we will not be responsible for the repair or replacement of these items.

Enclosed is a copy of the general restrictions for development in the area of our pipeline facilities, please note item #12. If you have further questions please call my number.

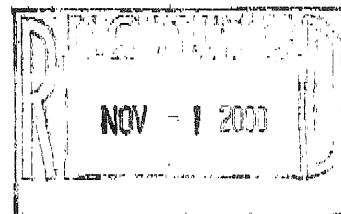
Yours truly,



Larry W. Lane
Sr. Right of Way & Claims Agent

Encl.

Cc: Mike DiCenso / Portland



CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

BEING from MANLY RECEIVING, whose mailing address is 2056 W. BOERDWAY (hereinafter called "Purchaser"), this 28 day of MAY, 1998, the sum of FIFTY Dollars (\$ 1,500) as earnest money deposit toward base of real estate located at 78 WOODDALE in the city/town of PORTLAND, County of CUMBERLAND; of Maine, described as follows 1.32 ACRES OF UNIMPROVED LAND and upon the terms and conditions indicated below.

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

2. PURCHASE PRICE: The total Purchase Price is SIXTY THREE THOUSAND Dollars (\$ 63,000), with payment to be made as follows: Earnest money deposit received on this date: \$ 1,500 Other: \$ 63,500 Balance due at closing, in cash or certified funds: \$ 63,500

3. EARNEST MONEY/ACCEPTANCE: MANLY RECEIVING ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until MAY 22, 1998 at 12:00 (A.M.P.M.). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before 1998. If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within 7 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

5. DEED: That the property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements 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. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

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

8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear.

9. PRORATIONS: The following items shall be prorated as of the date of closing: a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years. b. Fuel c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing. d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine. e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property. f.

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:

Table with columns: TYPE OF INSPECTION, YES, NO, RESULTS REPORTED, TYPE OF INSPECTION, YES, NO, RESULTS REPORTED. Rows include: General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Asbestos Air Quality, Lead Paint, Pests, ADA, Wetlands, Environmental Scan, Other.

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

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION. Purchaser shall have 15 days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth herein, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the time period set forth herein, this contingency is waived by Purchaser.

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within 30 days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80% of the purchase price at an initial interest rate not to exceed 9.5% per annum and amortized over a period of not less than 30 years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within 31 days from the effective date of this contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser does not notify Seller that he has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be deemed to have satisfied and/or waived this financing contingency.

4. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that FAY O'DONNELL ("Selling Agent") is acting as a BUYER'S agent in this transaction and is representing MARY REYNOLDS and that MARK MALONE ("Listing Agent") is acting as a SELLER'S agent in this transaction and is representing BOBBER FURBERG (both Selling Agent and Listing Agent are hereinafter called "Brokers").

5. DEFAULT: If Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of 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, incurred by Escrow Agent in connection with said dispute.

6. 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.

7. 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.

8. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

9. 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.

10. 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.

11. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form 1).

12. ADDENDA: This contract has addenda containing additional terms and conditions: Yes No

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.

13. I acknowledge that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax of 1 to 2 1/2% 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.

AINE-N RECYCLING SERVICES
Legal Name of Purchaser

[Signature]
Signature

_____ Social Security # or Tax I.D. #

John Papi President
Name/Title, there unto duly authorized

14. I accept 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 earnest 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.

15. I signed this _____ day of _____, 1998

Robert W. Rickett Jr.
Seller

[Signature]
Signature

_____ Social Security # or Tax I.D. #

_____ Name/Title, there unto duly authorized

_____ Name/Title

Signature

16. Listing Agent is Mark Malone of Malone Commercial Brokers (Agency)

17. Selling Agent is Frank O'Conner of Major O'Conner + Rich (Agency)

18. EFFECTIVE DATE OF CONTRACT: 5/27, 1998