

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that KMG PROPERTIES - COMNAV
ENGINEERING

Located At 420 RIVERSIDE ST

Job ID: 2012-02-3332-ALTCOMM

CBL: 320- A-003-001

has permission to Change the Use to add light manufacturing and renovate the old ME TPK building, loading dock extension provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

[Signature] 3/8/12

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-02-3332-ALTCOMM	Date Applied: 2/21/2012	CBL: 320- A-003-001	
Location of Construction: 420 RIVERSIDE ST	Owner Name: MAINE TURNPIKE AUTHORITY	Owner Address: 430 RIVERSIDE ST PORTLAND, ME 04103	Phone:
Business Name: COMNAV (NEW)	Contractor Name: BENCHMARK- Rick Cormier	Contractor Address: 34 THOMAS DR., WESTBROOK, ME 04092	Phone: (207) -591-7600
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - CHANGE OF USE	Zone: I-M
Past Use: Offices (MTA)	Proposed Use: To change the use from offices to offices (5,000 sf) and low impact industrial (4,800 sf) <i>interior only</i>	Cost of Work: \$148,000.00	CEO District: <i>nonseparated</i>
		Fire Dept: <input checked="" type="checkbox"/> Approved <i>w/conditions</i> <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: <i>B/F</i> Type: <i>3B</i>
		Signature: <i>Capt. Luone 3/4/12</i>	<i>DBL 2009</i> Signature: <i>JWB</i>
Proposed Project Description: Upgrade and other construction on old ME TPK build		Pedestrian Activities District (P.A.D.)	<i>3/8/12</i>
Permit Taken By: Brad	Zoning Approval		

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>OK with conditions</i> <i>es 2/21/12</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 Dist 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 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



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-02-3332-ALTCOMM

Located At: 420 RIVERSIDE ST

CBL: 320- A-003-001

Conditions of Approval:

Zoning

1. Separate permits shall be required for future exterior work. This permit #3012-02-3332 is for the interior work and change of use only.
2. Separate permits are required for all new exterior signage.

Fire

1. Installation shall comply with City Code Chapter 10.
2. All construction shall comply with City Code Chapter 10.
3. This permit is being approved on the basis of the plans submitted. Any deviation from the plans would require amendments and approval.
4. Central Station monitoring for addressable fire alarm systems shall be by point.
5. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model. This review does not include approval of fire alarm system design or installation.
6. The fire alarm system shall comply with the City of Portland Standard for Signaling Systems for the Protection of Life and Property. All fire alarm installation and servicing companies shall have a Certificate of Fitness from the Fire Department.
7. All fire alarm records required by NFPA 72 should be stored in an approved cabinet located at the FACP labeled "FIRE ALARM RECORDS".
8. Records cabinet, FACP, annunciator(s), and pull stations shall be keyed alike.
9. All smoke detectors and smoke alarms shall be photoelectric.
10. Installation of a sprinkler or fire alarm system requires a Knox Box to be installed per city ordinance.
11. A firefighter Building Marking Sign is required.
12. Fire extinguishers are required per NFPA 10.
13. Any cutting and welding done will require a Hot Work Permit from Fire Department.
14. Walls in structure are to be labeled according to fire resistance rating. IE; 1 hr. / 2 hr. / smoke proof.
15. A single source supplier should be used for all through penetrations.
16. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.
3. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
4. Ventilation of this space is required per ASHRAE 62.2, 2007 edition.
5. Any modifications to building systems (HVAC, electrical, plumbing) shall meet IECC or ASHRAE 90.1 requirements for energy code compliance.



General Building Permit Application

Entered 2/21/12 (15)

I-117

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.

420 Job ID 2012 02 3332 - ALTComm

Location/Address of Construction: <u>430 RIVERSIDE ST</u>		
Total Square Footage of Proposed Structure/Area <u>9,800 SF</u>		Square Footage of Lot <u>113,287 SF</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>320 A 3</u>	Applicant *must be owner, Lessee or Buyer Name <u>KMG PROPERTIES, LLC</u> Address <u>29 DOUGLASS DR</u> City, State & Zip <u>NEW GLoucester ME 04260</u>	Telephone: <u>(207) 797-4588</u>
Lessee/DBA (If Applicable) <u>RECEIVED FEB 17 2012</u> Dept of Building Inspections Portland Maine	Owner (if different from Applicant) Name <u>MARIE TURNAKE ATTORNEY</u> Address <u>2360 CONGRESS ST.</u> City, State & Zip <u>PORTLAND ME 04102</u>	Cost Of Work: \$ <u>148,000</u> C of O Fee: \$ <u>75-</u> Total Fee: \$ <u>1505-</u>
Current legal use (i.e. single family) <u>OFFICE (1-14 zone)</u> If vacant, what was the previous use? <u>OFFICE</u> Proposed Specific use: <u>OFFICE (5,000 SF) LOW IMPACT INDUST. (4800 SF)</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>CONSTRUCTION OF NEW WALLS, DOORS AND FINISHES TO CONVERT FORMER TURNAKE OFFICES TO NEW OFFICE & LOW IMPACT INDUSTRIAL USE</u>		
Contractor's name: <u>FRENCH MAE</u> Address: <u>34 THOMAS DR</u> City, State & Zip <u>WESTBROOK ME 04092</u> Telephone: <u>(207) 591-7600</u> Who should we contact when the permit is ready: <u>PICK CARRIER</u> Telephone: <u>(207) 591-7600</u> Mailing address: <u>34 THOMAS DR WESTBROOK ME 04092</u>		

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

113,287 #

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 or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division 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: [Signature] Date: 02/17/12

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



Certificate of Design Application

From Designer:

Matthew Wilton, Architect

Date:

02/17/12

Job Name:

COM HOU

Address of Construction:

430 RIVERSIDE ST

2003 International Building Code

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

Building Code & Year 2009 IRC Use Group Classification (s) Business & Manufact.
 Type of Construction 3A (unprotected)
 Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC No
 Is the Structure mixed use? YES If yes, separated or non separated or non separated (section 302.3) Mixed Use
 Supervisory alarm System? YES Geotechnical/Soils report required? (See Section 1802.2) No

Structural Design Calculations

_____ Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (760.1.1, 1807)

Floor Area Use	Loads Shown

Wind loads (1603.1.4, 1609)

_____ Design option utilized (1609.1.1, 1609.6)
 _____ Basic wind speed (1809.3)
 _____ Building category and wind importance Factor, I_w (table 1604.5, 1609.5)
 _____ Wind exposure category (1609.4)
 _____ Internal pressure coefficient (ASCE 7)
 _____ Component and cladding pressures (1609.1.1, 1609.6.2.2)
 _____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

_____ Design option utilized (1614.1)
 _____ Seismic use group ("Category")
 _____ Spectral response coefficients, S_D & S_1 (1615.1)
 _____ Site class (1615.1.5)

_____ Live load reduction
 _____ Roof live loads (1603.1.2, 1607.11)
 _____ Roof snow loads (1603.7.3, 1608)
 _____ Ground snow load, P_g (1608.2)
 _____ If $P_g > 10$ psf, flat-roof snow load P_f
 _____ If $P_g > 10$ psf, snow exposure factor, C_e
 _____ If $P_g > 10$ psf, snow load importance factor, I_s
 _____ Roof thermal factor, C_t (1608.4)
 _____ Sloped roof snowload, P_s (1608.4)
 _____ Seismic design category (1616.3)
 _____ Basic seismic force resisting system (1617.6.2)
 _____ Response modification coefficient, R_d and
 _____ deflection amplification factor, C_d (1617.6.2)
 _____ Analysis procedure (1616.6, 1617.5)
 _____ Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

_____ Flood Hazard area (1612.3)
 _____ Elevation of structure

Other loads

_____ Concentrated loads (1607.4)
 _____ Partition loads (1607.5)
 _____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



Certificate of Design

Date: 17 Feb 2012

From: Matthew Winch

These plans and / or specifications covering construction work on:

430 RIVERSIDE ST (FORMER MAINE TURNPIKE
MAINTENANCE)

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: Matthew Winch

Title: Architect

Firm: COMRISON CONSULTING

Address: 41 EDWARDS
PORTLAND 04103

Phone: (207) 450-0750

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



Accessibility Building Code Certificate

Designer:

Matthew G. Wunch

Address of Project:

430 RIVERSIDE ST

Nature of Project:

INTERIOR RENOVATION FOR OFFICE USE
& CONVERSION OF 4,800 SF TO
LOW IMPACT INDUSTRIAL

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:

[Handwritten Signature]

Title:

Architect

Firm:

CORNERSTONE CONSULTING

Address:

41 EDGEWOOD AVE
PORTLAND ME 04103

Phone:

(207) 450-0750

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



Monday, February 20, 2012

Jeanie Bourke
Code Enforcement Officer
City of Portland
Congress Street
Portland ME 04101

Dear Ms. Bourke

We understand from our Architect Matthew Winch that the City has requested a letter stating that KMG Properties and ComNav Engineering's intended re-use of the 430 Riverside Street building (formerly the Maine Turnpike Authority's headquarters) will not increase the overall population within the building and we will in fact reduce it. The Maine Turnpike Authority had at any given time between 50-55 staff inside the building. Our proposed re-use of mixed office and low impact industrial could only house 37-45 total staff if we were to ever hire to that maximum capacity. Today ComNav numbers include just 37 full time staff.

As part of our efforts to convert the space at 430 Riverside Street for our intended use we plan on completing ADA improvements to the bathroom spaces. This would include replacing toilet partitions, installing new ADA accessible water closets and lavatories as shown on the building permit submittal. The completed work in the bathroom will not reduce water closet or urinal counts over what is currently in place, nor will the fixture counts be less than what is required by the Uniform Plumbing Code for the population stated above.

Should you have any questions regarding our intended bathroom improvements please contact our Architect Matthew Winch.

Sincerely,

Martin Geesaman
KMG Properties LLC &
President, ComNav Engineering

RECEIVED
FEB 22 2012
Dept. of Building Inspection

987 Riverside Street
Portland, ME 04103 USA

Tel: (207) 797-4588
Fax: (207) 797-8155

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from KMC PROPERTIES LLC, whose mailing address is 20 DOUGLAS DR. NEW GEECESTER ME 04760 (hereinafter called "Purchaser"), this 18th day of November, 2011, the sum of Five Hundred and no/100 Dollars (\$ 595,000.00) as earnest money deposit toward purchase of real estate located at 430 Riverside Street in the city/town of Portland County of Cumberland, State of Maine, described as follows: 9,800 +/- square foot commercial building, garden shed and cell tower on 2.4 +/- acres and being more fully described as said County's Registry of Deeds in Book 28973, Page 347-348, upon the terms and conditions indicated below:

- PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) None Remove the metal cell tower, generator, and all furnishings within 7 days of closing.
- PURCHASE PRICE: The total Purchase Price is [REDACTED] Dollars (\$ [REDACTED]), with payment to be made as follows:

Earnest money deposit received on this date	\$	<u>[REDACTED]</u>
Other: <u>Upon full execution of the Contract</u>	\$	<u>[REDACTED]</u>
Other:	\$	
Balance due at closing, in cash or certified funds:	\$	<u>[REDACTED]</u>
- EARNEST MONEY/ACCEPTANCE: Roxane Cole Home Real Estate LLC ("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 20111121, 2011 at 12:00 (AM PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
- 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: 10 Days after. If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, 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 30 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncorrected defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
- DEED: That the property shall be conveyed by a Maine Short Form Deeds Act (with Easement Deed with Covenants) deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
- LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment hereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
- POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
- 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. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- PRORATIONS: The following items shall be prorated as of the date of closing:
 - Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - Fuel
 - Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - 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.
 -

THE LAST COUNTERSIGNED IS NOT

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

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 the fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.

20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.

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

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.



ENVIRONMENTAL SAFETY & HYGIENE ASSOCIATES, INC.

- Indoor Air Quality
- OSHA Compliance
- Asbestos Consulting
- Training
- Lead Consulting
- Environmental Quality

EXECUTIVE SUMMARY

Environmental Safety & Hygiene Associates, Inc. (ESHA) was retained by the HNTB Corporation to conduct asbestos determinations and testing of Maine Turnpike Authority buildings to include service areas, toll plazas, maintenance areas, and administrative buildings between Interchanges No. 1 through No. 10. The asbestos determination was conducted in response to scheduled renovations and long term documentation of the presence of asbestos building materials in each building.

Work Locations

SERVICE AREAS (Restaurant and Service Station)

- Mile 24 (Northbound and Southbound)

TOLL PLAZAS (utility buildings, toll booths, tunnels, milly pits, generator buildings and canopies)

- Interchange 1 York (utility building excluded)
- Interchange 2 Wells
- Interchange 4 Biddeford (new building on north side of plaza excluded)
- Interchange 5 Saco
- Interchange 6A (new building on north side of plaza not included)
- Interchange 7 South Portland
- Interchange 8 Westbrook
- Interchange 9 Falmouth
- Interchange 10 Portland North

(The following toll plazas are not included due to their recent construction)

- Interchange 3 East Kennebunk
- Interchange 3 West Kennebunk
- Interchange 6 Scarborough
- Interchange 7A East Jetport
- Interchange 7A West Jetport

Intent - Asbestos Survey

The intent of the asbestos determination survey was to identify, sample, and quantify accessible suspect building materials that may contain asbestos and could be impacted by renovations or maintenance activities. The site evaluation was performed initially by conducting a walk through of the areas to be impacted, developing a list of accessible suspect building materials, followed by physical sampling and analysis.

The asbestos survey report is a defined overview of the majority of the asbestos materials identified in each area. The Maine Turnpike Authority can anticipate that the building materials sampled and found to contain asbestos have been identified as indicated in this report. Due to the nature of renovations and construction dates of each site one should anticipate some hidden asbestos materials behind walls, ceiling, and underground systems.

If major modifications, renovations or demolition are to be conducted ESH recommends that a competent person as required and defined by the USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP's) be present on-site during renovations or demolition. Due to the limited nature of any asbestos survey NESHAP's requires that a person trained to identify asbestos building materials be available during such activities.

General Materials Evaluated and/or Tested

During the inspection several types of building materials that may or may not contain asbestos were tested for asbestos. The general list of tested materials is as follows:

Roofs

- Perimeter Flashing
- Chimney Flashing
- Roof Surface
- Roof Underlayment
- Roof Substrate

Mechanical

- Pipe Insulation
- Tank Insulation
- Boiler Insulation
- Boiler Liners

In-place Management

During the site evaluations and asbestos determinations, any material identified as asbestos was evaluated for condition. If any materials were found in a condition that warranted an immediate response a design plan as developed and a response action was completed. The remaining asbestos building materials were in good at the completion of this study.

In-place Management of asbestos containing building materials is an acceptable and cost-effective level of response. As with any type of asbestos building material they can be subject to wear, damage or failure due to age, and inadvertent damage by maintenance staff and outside contractors. Several asbestos material management protocols should be implemented and may include periodic surveillance, asbestos awareness information distributed to outside vendors and contractors, and labeling.

Cost Estimates

Cost estimates for removal and disposal of the asbestos building materials identified in this report have been provided based on several factors, existing site conditions, current regulations, disposal fees, labor rates, and anticipated phasing of a removal sequence. The cost estimates include removal, disposal, and permits only. No fees have been included for replacement of removed products or air monitoring if required.

Asbestos Bulk Sample Summary

Main Office

430 Riverside Street

Sample #	Location	Description	%Asbestos
B-5a	Conference A	Adhesive Under Carpet Yellow	None Detected
B-5b	Lobby	-	-
B-5c	Office	-	-
B-5d	Office	-	-
B-5e	Office	-	-
B-6a	Open Area	Cove Base Molding Baseboard Black	None Detected
B-6b	Office	-	-
B-6c	Conference A	-	-
B-7a	Open Area	Adhesive on Baseboard Brown	None Detected
B-7b	Office	-	-
B-7c	Conference A	-	-

ESH/

10. **INSPECTIONS:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or 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	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	X		Within 30 days	v. Lead Paint			Within ___ days
b. Sewage Disposal			Within ___ days	w. Pests			Within ___ days
c. Water Quality			Within ___ days	x. ADA			Within ___ days
d. Radon Air Quality			Within ___ days	y. Wetlands			Within ___ days
e. Radon Water Quality			Within ___ days	z. Environmental Scan	X		Within 30 days
f. Asbestos Air Quality			Within ___ days	aa. Zoning			Within ___ days
g. Code Compliance	X		Within 30 days	ab. Insurance			Within ___ days
h. Flood Plain			Within ___ days	ac. Other <u>Special Ins</u>	X		Within 30 days

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 N/A 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 ___ days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than ___ % of the purchase price at an initial interest rate not to exceed ___ % per annum and amortized over a period of not less than ___ 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 45 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 is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that [Name] ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller; N/A ("Selling Agent") is acting as a N/A agent in this transaction and is representing Seller and that Roxanne A. Cole ("Listing Agent") is acting as a Selling Agent agent in this transaction and is representing Maine Turbopike Authority; Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees".

14. **DEFAULT:** If Seller fails to perform any of the terms of this Contract or is otherwise in default of all or its obligations, Seller shall ~~be liable for the earnest money as full and complete liquidated damages~~ RETRY ~~and this Contract shall terminate and neither party shall be under any further obligation hereunder.~~ In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. 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 may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. 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 action and/or in connection with any dispute relating to this Contract and/or the Deposit.

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 Maine Association of Dispute Resolution Professionals or its successor organization. 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.

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 1/4% 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.

KING PROPERTIES, LLC
~~Secretary's Office Ventures, LLC A Corporation~~
~~Go to the Forest~~
Legal Name of Purchaser

~~XXXXXXXXXX~~
~~To Be Completed~~
Social Security # or Tax I.D. #

[Signature]
Signature
By ITS AUTHORIZED AGENT MJS

[Signature]
Name/Title, there unto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees 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) Licensees and (2) Seller, provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 24th day of June, 2007

[Signature]
Seller

ST-0100007
Social Security # or Tax I.D. #

[Signature]
Signature

[Signature]
Name/Title, there unto duly authorized

Roxane Cole Commercial Real Estate LLC
Escrow Agent

Name/Title

[Signature]
Signature

The Listing Agent is Roxane A. Cole of Roxane Cole Commercial Real Estate, LLC (Agency)

The Selling Agent is N/A of N/A (Agency)

The Transaction Broker is N/A of N/A (Agency)

EFFECTIVE DATE OF CONTRACT: _____

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ENVIRONMENTAL SAFETY & HYGIENE ASSOCIATES, INC.

- Indoor Air Quality
- OSHA Compliance
- Asbestos Consulting
- Training
- Lead Consulting
- Industrial Hygiene

ASBESTOS DETERMINATION REPORT

Maine Turnpike System

Interchange No. 1 through Interchange No. 10

Prepared for

Robert J. Driscoll, P.E.
HNTB Corporation
2 Thomas Drive
Westbrook, Maine 04092

Prepared by

Environmental Safety & Hygiene Associates, Inc.

ESHA Project # 2303

November 30, 2000

MAINTENANCE AREAS (only buildings noted below)

York Maintenance (Not Included 1995 Construction)

Mile 8 Southbound

- Building No. 1 Salt Shed
- Building No. 2 -3 Bay Garage

Kennebunk Maintenance

- Building No. 1-8 Bay Garage
- Building No. 2-8 Bay Garage
- Building No. 3A-Main Office, Parts and Storage Building
- Building No. 3B-4 Bay Garage
- Building No. 4- Quonset Hut
- Building No. 5-Salt Shed
- Building No. 6-Salt Shed
- Building No. 7-Flammable Storage Building
- Building No. 8-Intentionally Left Blank
- Building No. 9-Tool Shed
- Building No. 10-5 Bay Garage
- Building No. 11-Sand /Salt Shed (excluded due to recent construction)

OTHER BUILDINGS

- Maine Turnpike Headquarters -430 Riverside Street

(Note: Crosby Maintenance Complex was tested in June of 2000 and a separate report of ESHA findings was issued at that time).

Executive Summary
Maine Turnpike
Page Four

- Fire Protection (spray-on insulation)
- Fire Stops
- Chimney Liners
- Ducts

Buildings

- Floor Tile
- Tile Adhesive
- Floor Systems Paper
- Plaster Systems
- Gypsum Systems
- Wall Insulation
- Interior and Exterior Wall Coverings
- Countertop Laminates and Adhesives

General Findings

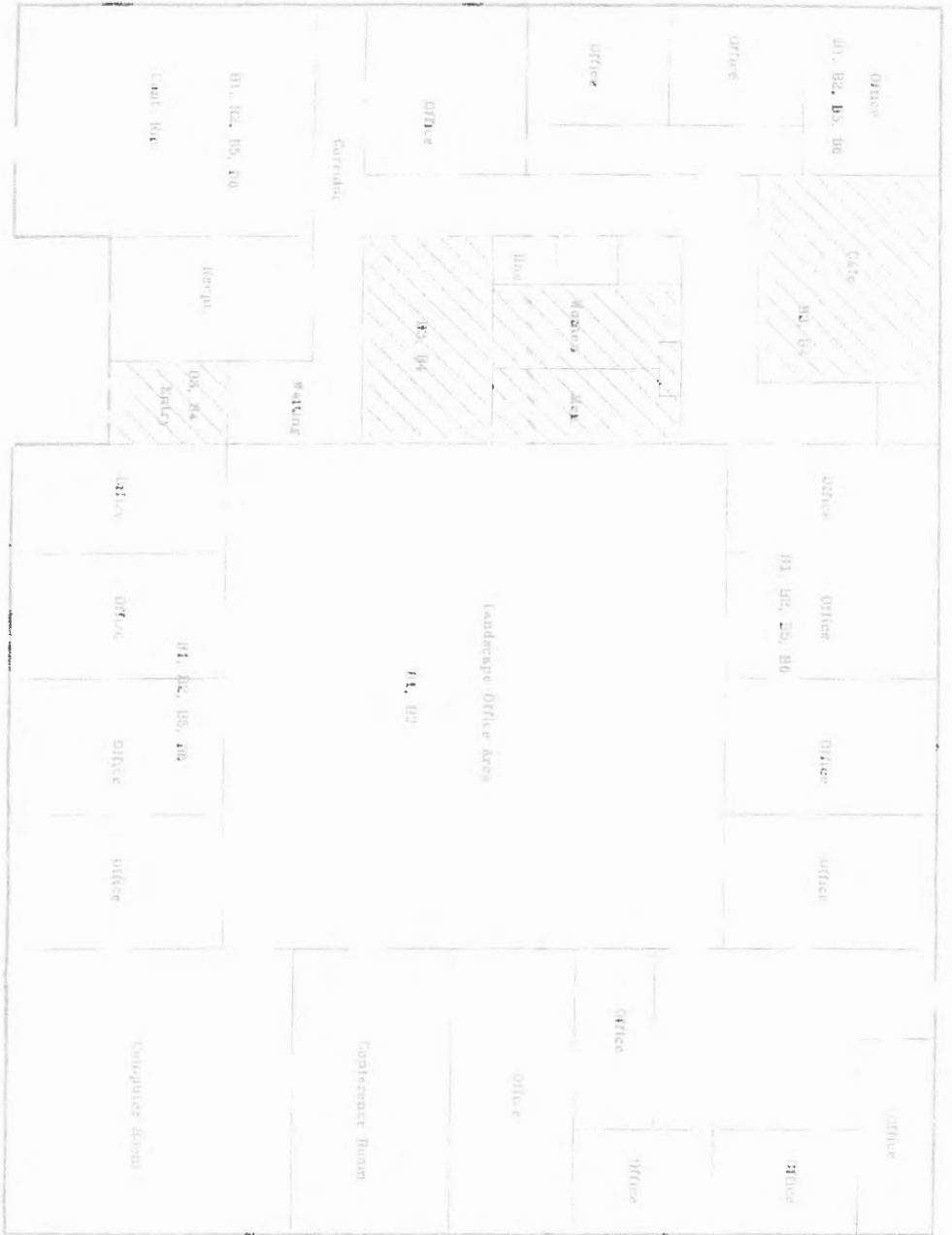
Asbestos Building Materials

Asbestos building material investigations and bulk sampling was conducted within the boundaries of each building at each site. ESHA collected approximately 1,200 bulk building material samples to include plaster wall / ceiling systems, pipe cover / mudded fittings, vinyl floor tiles, adhesives, linoleum, and other suspect materials. The analysis indicates that the majority of the building materials within the boundaries of the facilities are not asbestos-containing (see bulk sampling summaries).

The majority of the asbestos materials found at the facilities are located on the exterior roof systems or in the flooring systems. Some thermal system insulation in the form of asbestos mudded fittings were found at the Mile 24 North and Mile 24 South Food Service Facilities.

Recommendations - Asbestos Materials

The majority of the accessible asbestos materials are in good condition and the recommended response action is maintenance, in-place under an Operations and Maintenance (O&M) program. ESHA recommends the development and implementation of asbestos removal plans and specifications for any other material(s) to be impacted by renovations or demolition.



Substrate Floors



130 Riverside Street

Figure 1 of 1

Environmental Steel & Loggia Associates, Inc.
ENSI
MAINE TURNPIKE AUTHORITY
 Project: Asbestos Renovation Survey
 Portland Office Complex
 Date: 12/01 Issue: 100 Scale: 1/8" = 1'-0" File: 70-Portland.dwg

Asbestos Bulk Sample Summary Main Office

430 Riverside Street

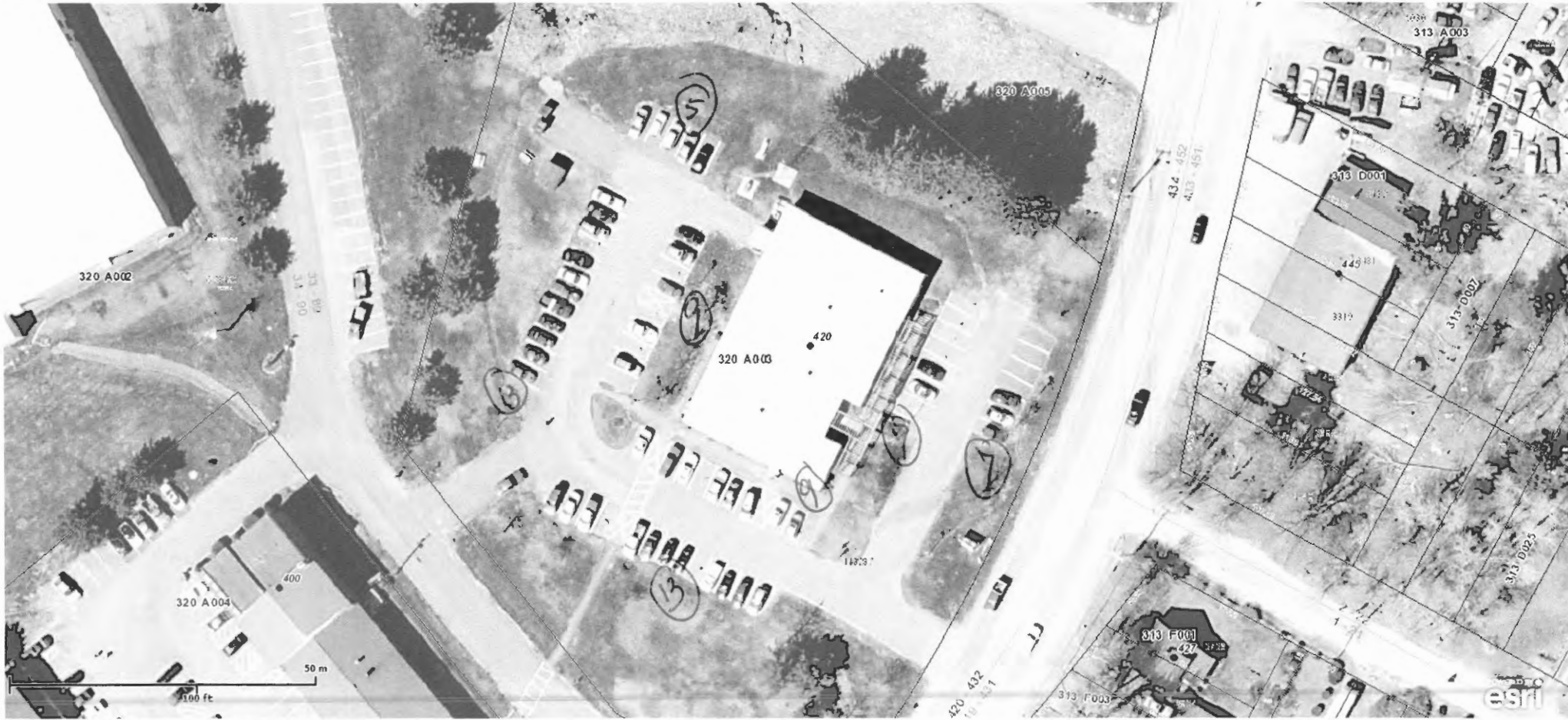
Sample #	Location	Description	% Asbestos
B-1a	Office	Gypsum Wall Panels White	None Detected
B-1b	Conference A	"	"
B-1c	Open Space	"	"
B-1d	Office	"	"
B-1e	Office	"	"
B-2a	Office	2' x 2' Ceiling Tile White	None Detected
B-2b	Conference A	"	"
B-2c	Office	"	"
B-2d	Office	"	"
B-2e	Office	"	"
B-3a	Entry	12" x 12" Floor Tile Cream	1.3% Chrysotile
B-3b	Copy Room	"	Homogeneous
B-3c	Lounge	"	Homogeneous
B-3d	Women's	"	3.5 % Chrysotile
B-3e	Men's	"	Homogeneous
B-4a	Entry	Flooring Adhesive Under Tile Yellow	None Detected
B-4b	Copy Room	"	"
B-4c	Lounge	"	"
B-4d	Women's	"	"
B-4e	Men's	"	"

TEST 5-6



420 Riverside St

320-A-003



Copyright 2011 Esri. All rights reserved. Tue Feb 21 2012 03:05:04 PM.

Parking:
5
9
9
7
7

63 parking shown



RECEIVED

FEB 21 2012

Administrative Authorization Application

Portland, Maine

Planning and Urban Development Department, Planning Division

PROJECT NAME: COMMONS of KMG Properties LLC

PROJECT ADDRESS: 430 RIVERSIDE ST CHART/BLOCK/LOT: 320-A-003

APPLICATION FEE: 50 (\$50.00)

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of the Proposal/Development)
EXTERIOR LOADING DOCK, FLUOR PAPS, MINOR PAINT PAINTING

CONTACT INFORMATION:

OWNER/APPLICANT

Name: KMG Prop. LLC
Address: 29 DANFORTH DR
NEW GLOUCESTER ME
Work #: (207) 797-4635 ext 200
Cell #: -
Fax #: -
Home #: -
E-mail: Marty.G.CORREIA@kmg.com

CONSULTANT/AGENT

Name: Matthew Winkler, Architect
Address: 41 BROADWAY
PORTLAND, ME 04103
Work #: (207) 450-0750
Cell #: (207) 450-0750
Fax #: -
Home #: -
E-mail: Matthew.Winkler@earthlink.net

Criteria for an Administrative Authorizations:

(see section 14-523(4) on pg. 2 of this appl.)

- a) Is the proposal within existing structures?
- b) Are there any new buildings, additions, or demolitions?
- c) Is the footprint increase less than 500 sq. ft.?
- d) Are there any new curb cuts, driveways or parking areas?
- e) Are the curbs and sidewalks in sound condition?
- f) Do the curbs and sidewalks comply with ADA?
- g) Is there any additional parking?
- h) Is there an increase in traffic?
- i) Are there any known stormwater problems?
- j) Does sufficient property screening exist?
- k) Are there adequate utilities?
- l) Are there any zoning violations?
- m) Is an emergency generator located to minimize noise?
- n) Are there any noise, vibration, glare, fumes or other impacts?

Applicant's Assessment Planning Division

Y(yes), N(no), N/A	Y(yes), N(no), N/A
<u>No</u>	<u>No</u>
<u>YES</u>	<u>yes - loading dock</u>
<u>YES</u>	<u>yes</u>
<u>NO</u>	<u>no</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>No</u>	<u>no</u>
<u>No</u>	<u>no</u>
<u>No</u>	<u>no</u>
<u>YES</u>	<u>yes</u>
<u>YES</u>	<u>yes</u>
<u>NO</u>	<u>no</u>
<u>No</u>	<u>N/A</u>
<u>No</u>	<u>no</u>

Signature of Applicant: [Signature] Date: 02/17/12

Planning Division Use Only Authorization Granted Partial Exemption Exemption Denied

Barbara Borhydt

2/29/12

Standard Condition of Approval: The applicant shall obtain all required City Permits, including building permits from the Inspection Division (Room 315, City Hall (874-8703)) prior to the start of any construction.

IMPORTANT NOTICE TO APPLICANT: The granting of an Administrative Authorization to exempt a development from site plan review does not exempt this proposal from other approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (207)874-8703, to determine what other City permits, such as a building permit, will be required.

**PROVISION OF PORTLAND CITY CODE
14-523 (SITE PLAN ORDINANCE)
RE: Administrative Authorization**

Sec. 14-523 (b). Applicability

No person shall undertake any development identified in Section 14-523 without obtaining a site plan improvement permit under this article. (c) Administrative Authorization. Administrative Authorization means the Planning Authority may grant administrative authorization to exempt a development proposal from complete or partial site plan review that meets the standards below, as demonstrated by the applicant.

1. The proposed development will be located within existing structures, and there will be no new buildings, demolitions, or building additions other than those permitted by subsection b of this section;
2. Any building addition shall have a new building footprint expansion of less than five hundred (500) square feet;
3. The proposed site plan does not add any new curb cuts, driveways, or parking areas; the existing site has no more than one (1) curb cut and will not disrupt the circulation flows and parking on-site; and there will be no drive-through services provided;
4. The curbs and sidewalks adjacent to the lot are complete and in sound condition, as determined by the public works authority, with granite curb with at least four (4) inch reveal, and sidewalks are in good repair with uniform material and level surface and meet accessibility requirements of the Americans with Disabilities Act;
5. The use does not require additional or reduce existing parking, either on or off the site, and the project does not significantly increase traffic generation;
6. There are no known stormwater impacts from the proposed use or any existing deficient conditions of stormwater management on the site;
7. There are no evident deficiencies in existing screening from adjoining properties; and
8. Existing utility connections are adequate to serve the proposed development and there will be no disturbance to or improvements within the public right-of-way.
9. There are no current zoning violations;
10. Any emergency generators are to be located to minimize noise impacts to adjoining properties and documentation that routine testing of the generators occur on weekdays between the hours of 9 a.m. to 5 p.m. Documentation pertaining to the noise impacts of the emergency generator shall be submitted; and
11. There is no anticipated noise, vibration, glare, fumes or other foreseeable impacts associated with the project.

- a. **Filing the Application.** An applicant seeking an administrative authorization under this subsection shall submit an administrative authorization application for review, detailing the site plan with dimensions of proposed improvements and distances from all property lines, and stating that the proposal meets all of the provisions in standards 1-11 of Section 14-423 (b)1. **The application must be accompanied by an application fee of \$50.**
- b. **Review.** Upon receipt of such a complete application, the Planning Authority will process it and render a written decision of approval, approval with conditions or denial, with all associated findings.
- c. **Decision.** If a full administrative authorization is granted, the application shall be approved without further review under this article, and no performance guarantee shall be required. In the event that the Planning Authority determines that standards a and b of Section 14-523 (b) (1) and at least four (4) of the remaining standards have been met, the Planning Authority shall review the site plan according to all applicable review standards of Section 14-526 that are affected by the standards in this subsection that have not been met. If an exemption or partial exemption from site plan review is not granted, the applicant must submit a site plan application that will undergo a full review by the Planning Board or Planning Authority according to the standards of Section 14-526.

Criteria for an Administrative Authorizations:
 (See Section 14-523 (4) on page 2 of this application)

Applicant's Assessment
 Y(yes), N(no), N/A

Planning Division
 Use Only

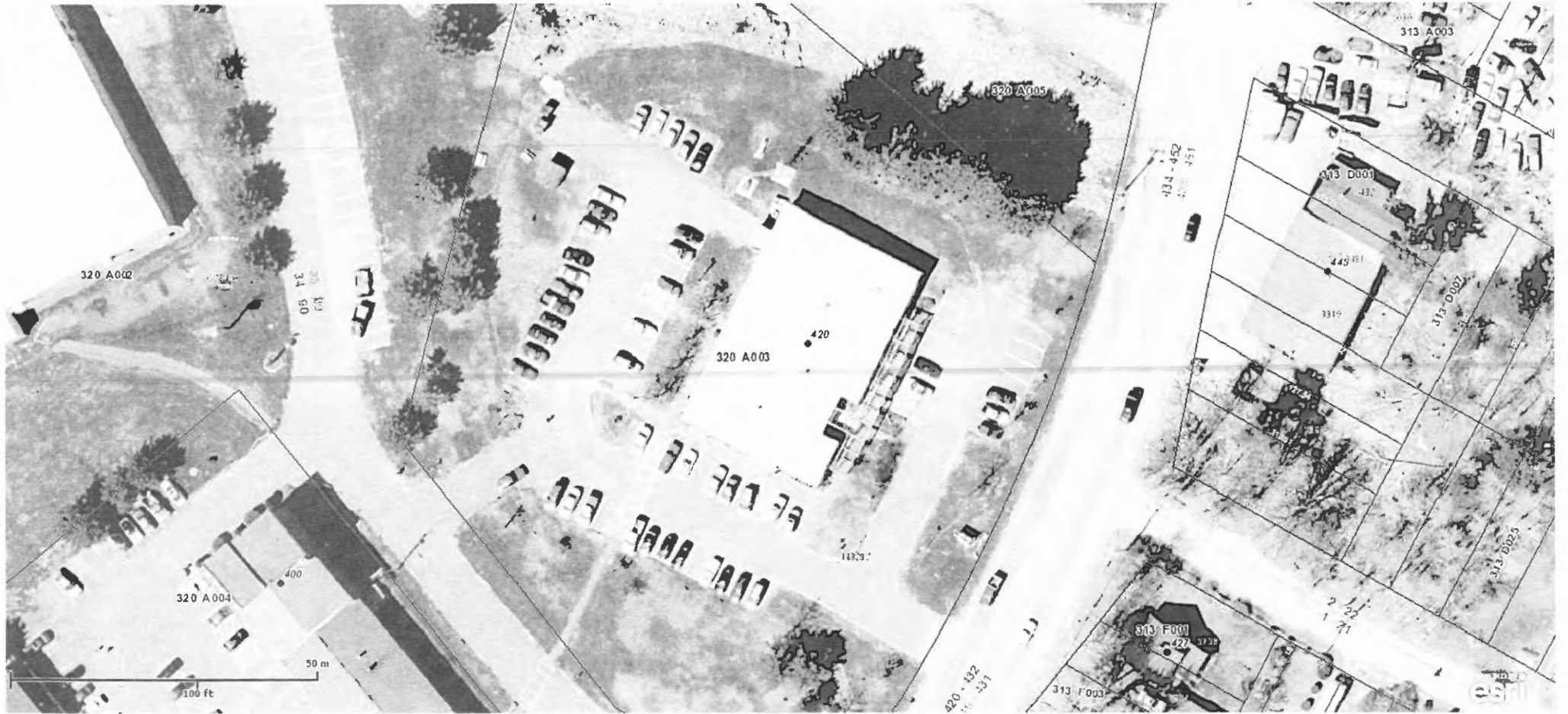
a) Is the proposal within existing structures?	No	No
b) Are there any new buildings, additions, or demolitions?	Yes	Yes
c) Is the footprint increase less than 500 sq. ft.?	Yes	Yes
d) Are there any new curb cuts, driveways or parking areas?	No	No
e) Are the curbs and sidewalks in sound condition?	n/a	n/a
f) Do the curbs and sidewalks comply with ADA?	n/a	n/a
g) Is there any additional parking?	No	No
h) Is there an increase in traffic?	No	No
i) Are there any known stormwater problems?	No	No
j) Does sufficient property screening exist?	Yes	Yes
k) Are there adequate utilities?	Yes	Yes
l) Are there any zoning violations?	No	No
m) Is an emergency generator located to minimize noise?	No	n/a
n) Are there any noise, vibration, glare, fumes or other impacts?	No	No

The Administrative Authorization for 430 Riverside Street was approved by Barbara Barhydt, Development Review Program Manager on 2-29-12 with the following required Standard Condition of Approval listed below:

1. **Standard Condition of Approval:** The applicant shall obtain all required City Permits, including building permits from the Inspection Division (874-8703) and any other permits required from the Department of Public Services (874-8801) prior to the start of any construction.
- 2.

420 Riverside St

320-A-003





CITY OF PORTLAND, MAINE
 Department of Building Inspections

Original Receipt

2/17 2012

Received from Berchmark Const.

Location of Work 430 Riverside St

Cost of Construction \$ 148,000 Building Fee: 1500

Permit Fee \$ _____ Site Fee: _____

1470 30 Certificate of Occupancy Fee: 75
30
1500 Total: 1575

Building (I1) _____ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 320 A003

Check #: 2026 Total Collected \$ 1575

**No work is to be started until permit issued.
 Please keep original receipt for your records.**

Taken by: (BS)

WHITE - Applicant's Copy
 YELLOW - Office Copy
 PINK - Permit Copy