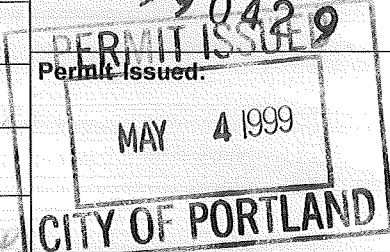


City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 511 Riverside Industrial Parkway		Owner: WES Inc.	Phone: 799-4717	Permit No: 990429
Owner Address: 79 Lincoln Street, So. Portland	Lessee/Buyer's Name:	Phone:	BusinessName:	
Contractor Name: Majetta Construction	Address: 129 Walnut Street, So. Portland	Phone: 883-9546		
Past Use: Warehouse	Proposed Use: Same	COST OF WORK: \$ 50,000.00	PERMIT FEE: \$ 270.00	Permit Issued: MAY 4 1999 CITY OF PORTLAND Zone: CBL: 370A-B-002
Proposed Project Description: Construct loading dock		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: Type: Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		Zoning Approval: 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"/>
Permit Taken By: S.P.	Date Applied For: 04/30/99			

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..

PERMIT ISSUED WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

04/30/99

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

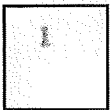
Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

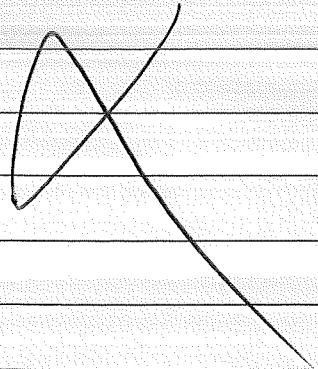
Date: _____

CEO DISTRICT



COMMENTS

5/4/99 Pro-con phone conversation w/ Jeff Doraline, AR
6/8/99 Concrete OK to be placed J Allow,
10/6/99 Completed. AR



Inspection Record

	Type	Date
Foundation:	OK Allow	5/7/99
Framing:		
Plumbing:		
Final:		
Other:		

BUILDING PERMIT REPORT

DATE: 3 MAY 1999 ADDRESS: 511 Riverside Ind. Pkwy CBL: 370A-B-002
 REASON FOR PERMIT: Loading dock
 BUILDING OWNER: Wes-Inc.
 PERMIT APPLICANT: M. aietta Const. /Contractor
 USE GROUP S-2 BOCA 1996 CONSTRUCTION TYPE 3B

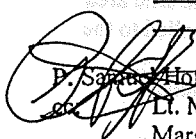
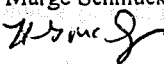
CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *2, *23, *27, *32, *34

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)

18. The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)
19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 &19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
 In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (the BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements.
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. Before any works begining a structural plan of The doors (proposed) opens must be present. Submit To This office For approval - This plan must be done by a structural Engineer -
- 36.


 P. Safford, Building Inspector
 Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator
 PSH 12-14-98 

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

Return to Planning
Rm Floor

Applicant WES INC
 Applicant's Mailing Address 79 LINCOLN ST SO. PORTLAND, ME
 Consultant/Agent/Phone Number JEFFREY DONAHUE 799-4717

Application Date APRIL 16, 1999
 Project Name/Description LOADING DOCK ADDITION
 Address of Proposed Site 511 RIVERSIDE INDUSTRIAL PARK PORTLAND

Description of Proposed Development:
CONSTRUCT A LOADING DOCK ON NORTH-EAST END OF EXISTING WAREHOUSE APPROX 480 SQ FT (6x80)-IMPROVE EXISTING WAREHOUSE HOUSE

Please Attach Sketch/Plan of Proposal/Development

Applicant's Assessment
(Yes, No, N/A)

Planning Office
Use Only

Criteria for Exemptions:

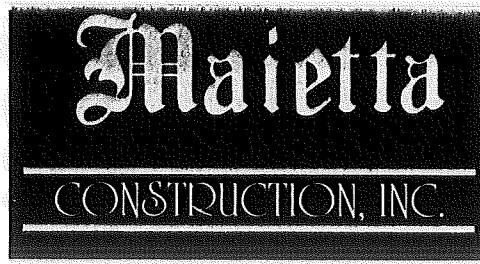
See Section 14-523 (4)

a) Within Existing Structures; No New Buildings, Demolitions or Additions	LOADING DOCK	OK
b) Footprint Increase Less Than 500 Sq. Ft.	YES 480 FT	OK
c) No New Curb Cuts, Driveways, Parking Areas	NONE	OK
d) Curbs and Sidewalks in Sound Condition/ Comply with ADA	N/A	OK
e) No Additional Parking / No Traffic Increase	NONE	OK
f) No Stormwater Problems	NONE	OK
g) Sufficient Property Screening	YES	OK below
h) Adequate Utilities	YES	OK

Planning Office Use Only:

Exemption Granted EXEMPTIONS Partial Exemption _____ Exemption Denied _____
 *If remove existing addition will need to get full site plan approval

* dumpster must be screened w/ stockade fence on all four sides
 Planner's Signature Janice S. Abbott Date 3/27/99



April 13, 1999

Builders Insulation of Maine
Attn: Jeff
79 Lincoln Street
South Portland, Maine 04106

Re: 511 Riverside Industrial Park Drive

Dear Jeff,

We propose to provide equipment, labor and materials to perform the following Scope of Work at the above referenced site per our on-site discussions for the

Lump Sum Price of: \$32,000.00

THIRTY TWO THOUSAND DOLLARS

Scope of Work

1. Excavate for 225LF of foundation frostwall trench.
2. Labor and forms only to form and pour approximately 225LF of foundation frostwalls and footings.
3. Backfill frostwall trenches and compact in 12" lifts.
4. Remove existing hottop inside building.
5. Supply and compact fill to fill inside of building to subgrade for slab.
6. Fire grade fill subgrade for floor slab, allow for 6" slab.
7. Remove existing hottop area approximately 60' x 50' at area of proposed loading docks, excavate area to lower subgrade to allow for three loading dock doors and install 15" of gravel at new elevation.
8. Excavate and haul off 18" to 24" in field area 50' x 60' in front of existing paved area where loading docks are proposed and install 15" of gravel in this area.

EXISTING FOUNDATION WALLS

NEW 8" FOUNDATION WALL TO INCLUDE LOADING DOCK 6

EXISTING WAREHOUSE

3-9' x 9' OH DOORS (NEW)

EXISTING PIERS

80'

120'

NEW 3x6 PIER STRIP

PROPOSED LOADING DOCK

48'

EXISTING 10' x 14' OH DOOR

REMOVE PAVING THIS AREA
INSTALL NEW 4" CONCRETE FLOOR

12' x 14' OH DOOR (NEW)

EXISTING FOUNDATION WALL

NOT TO SCALE

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): 511 RIVERSIDE INDUSTRIAL PARKWAY			
Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# 370A Block# B Lot# 002	Owner: WES INC.	Telephone#: 799-4717	
Owner's Address: 79 LINCOLN ST S0 PORTLAND, ME	Lessee/Buyer's Name (If Applicable)	Cost Of Work: \$ 50,000	Fee \$ 270
Proposed Project Description:(Please be as specific as possible) CONSTRUCT LOADING DOCK			
Contractor's Name, Address & Telephone MAIETA CONST. SCARBOROUGH			Rec'd By
Current Use: WAREHOUSE		Proposed Use: WAREHOUSE	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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: 	Date: 4-27-99
---	----------------------

Building Permit Fee: (\$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum

671-2348
Kuff

BUILDERS
INSULATION OF
MAINE, INC.

INSULATION CONTRACTOR

April 27, 1999

City of Portland
Building Permit Department

Dear Inspector:

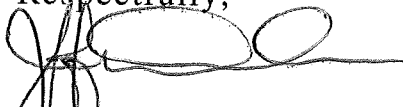
WES, Inc. proposes to construct a loading dock at the northeast end of an existing warehouse located at 511 Riverside Industrial Park, Portland, Maine. The measurements of the proposed dock would be 6' by 80' for a total of approximately 480 square feet.

As part of the proposed construction, existing paving in the northeast portion of the warehouse would be removed, foundation of existing warehouse would be continued to include the proposed loading dock. A concrete floor would then be installed.

Siding at this area would be improved to match the remainder of the warehouse. Three 9' by 9' overhead doors, One 3' by 6'8" pedestrian door and one 12' by 14' overhead door would be installed in the wall at the northeast end of the building.

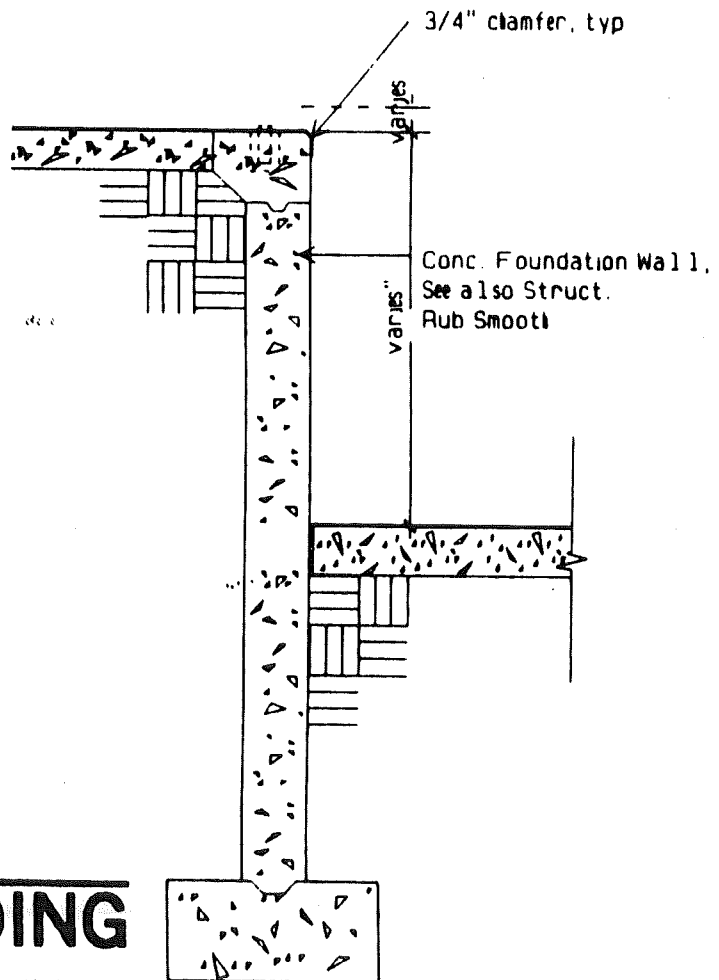
We hope we have provided enough information for you to visualize our proposed project. If more information is needed please call. Thank you.

Respectfully,



Jeff Donahue
WES, Inc.

LOADING DOCK



**SECTION AT
LOADING/HOLDING**
1/2" = 1'-0"

04/13/99 15:33 FAX 2077735480

207773

THE

Post-It® Fax Note 7671

Date	4/27	# of pages	4
To	Toby Durham		
From	Toni		
Co./Dept.	Co. Paul Bulger's Office		
Phone #			
Fax #	799-4978		

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from WES, Inc., or its assigns, whose mailing address is 79 Lincoln Street, South Portland, Maine 04106 (hereinafter called "Purchaser"), this 2nd day of March, the sum of Twenty Five Thousand Dollars (\$25,000) as earnest money deposit toward purchase of real estate owned by John C. Axelson (hereinafter called "Seller"), located at 511 Riverside Industrial Parkway in the city of Portland, County of Cumberland, State of Maine, described as follows: a 34,560± SF industrial building together with 2.7± acres of land and being described on the City of Portland's Tax Assessor's Map 370A, Lot B-2. (hereinafter referred to as the "Property"), upon the terms and conditions indicated below.

1. **PURCHASE PRICE:** The total Purchase Price is Six Hundred Twenty-One Thousand Dollars (\$621,000), with payment to be made as follows:

The earnest money deposit shall be applied to the purchase price with the balance due at closing in cash or certified funds.

2. **EARNEST MONEY/ACCEPTANCE:** The Durham Group ("Escrow Agent") shall hold the earnest money and act as escrow agent until closing. The earnest money deposit will be held in a non-interest bearing account / X interest bearing account. If the deposit is held in an interest-bearing account, said interest will accrue to the Purchaser, except in the event of a default by Purchaser. This offer shall be valid until Friday, March 12, 1999 at 5:00 PM. In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

3. **TITLE:** That a warranty 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 May 10, 1999. 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 14 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.

4. **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.

5. **LEASES/TENANT SECURITY DEPOSITS:** Seller agrees at closing to transfer to Purchaser, by property 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.

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

7. **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.

8. **PRORATIONS:** The following items shall be prorated as of the date of closing:
- a. Real Estate Taxes based on the municipality's current tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel.
 - c. Metered utilities such as water, sewer and electricity 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.

9. **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:

<u>TYPE OF INSPECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESULTS REPORTED</u>
a. General Building	X	---	within 21 days
b. Sewage Disposal	X	---	within 21 days
c. Water Quality	X	---	within 21 days
d. Radon Air Quality	X	---	within 21 days
e. Radon Water Quality	X	---	within 21 days
f. Asbestos	X	---	within 21 days
g. Lead Paint	X	---	within 21 days
h. ADA	X	---	within 21 days
i. Wetlands	X	---	within 21 days
j. Environmental Scan	X	---	within 45 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.

(a) **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION.** Purchaser shall have twenty-one (21) 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 period set forth herein, this contingency is waived by Purchaser.

11. **FINANCING:** None required except that Seller agrees to cooperate with Purchaser to effect a "like kind" exchange.

12. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have worked only with The Dunham Group on this transaction.

13. **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.
14. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to a 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.
15. **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.
16. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
17. **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.
18. **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.
19. **ADDENDA:** This contract is subject to the following additional terms and conditions:
- (a) The Purchaser's obligation to perform this contract is contingent upon the Purchaser's sale of his property located at 79 Lincoln Street, South Portland, Maine.
 - (b) The Purchaser is entering into this contract as part of a "Like-Kind Exchange". The Seller agrees to cooperate with the Purchaser in the execution and delivery of any documents required consummating the Like-Kind Exchange.
20. **FACSIMILE COPIES:** All parties to this contract agree to accept facsimile copies of this document and any signatures thereto as originals.

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 2-1/2% 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.

WES, Inc.
Legal Name of Purchaser

Social Security # or Tax I.D. #

By: _____
Signature

PRESI.DENT
Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of six percent (6%) of the Purchase Price. 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.

Signed this day of 3/11/99 1999.

John C. Axelson
Seller

066-543654
Social Security # or Tax I.D. #

John C. Axelson
Signature

Name/Title, there unto duly authorized

THE DUNHAM GROUP
Escrow Agent

P. Gregory Hastings II, Partner
Name/Title

[Signature]
Signature

The Listing Agent is _____ of The Dunham Group (Agency)

The Selling Agent is _____ of The Dunham Group (Agency)

EFFECTIVE DATE OF CONTRACT: 3/11/ 19 99.

SELLER: JOHN C. AXELSON
BUYER: WES INC.
PROPERTY: 511 Riverside Industrial Parkway
CLOSING DATE: April 29, 1999

SELLER'S TRANSACTION

Sales Price		\$621,000.00	
Less:			
Tenant's Deposit	(\$3,600.00)		
UST Removal Escrow	(\$20,000.00)		
Broker's Commission (6% of \$621,000)	(\$37,260.00)		
Deed and Related Document Preparation (THP)	(\$200.00)		
Real Estate Taxes	(\$19,949.93)		
Rent Pro-Ration	(\$240.00)		
Van Meer & Belanger	POC		
TDC Trust, Matt Goldbarb Trustee	(\$140,000.00)		
Key Bank	(\$315,349.51)		
Recording Fees - Discharges	(\$22.00)		
All Metered Utilities (a/o date of closing)	POC/Adjustment		
Transfer Taxes	(\$1,366.20)		
Total Deductions		(\$537,987.64)	
Add: Real Estate Tax Pro-ration	\$3,332.07		
Amount Due Seller at Closing			<u>\$86,344.43</u>

BUYER'S TRANSACTION

Purchase Price		\$621,000.00	
Plus:			
Transfer Taxes	\$1,366.20		
Recording Fees - Deed	\$13.00		
Title Search (Douglas Title)	\$250.00		
Real Estate Tax Pro-ration	\$3,332.07		
Title Insurance Premium (Douglas Title)	\$1,552.50		
Buyer's Counsel's Fees (Trough, Heisler & Piampiano)	\$2,500.00		
Total Additions		\$9,013.77	
Less: Deposit	(\$25,000.00)		
Tenant's Deposit	(\$3,600.00)		
Rent Pro-ration	(\$240.00)		
Total Due from Buyer			<u>\$601,173.77</u>
Cash Due from Buyer at Closing			<u>\$601,173.77</u>

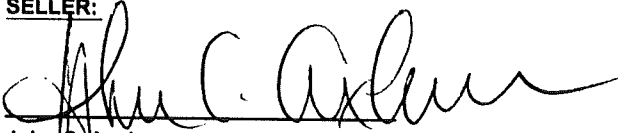
CHECKS TO BE DISBURSED AT CLOSING:

Cumberland County Registry of Deeds	\$2,767.40
Douglas Title Company	\$1,802.50
Troubh Heisler & Piampiano - Attorneys Fees	\$2,700.00
City of Portland	\$19,949.93
Troubh Heisler & Piampiano - UST Escrow	\$20,000.00
TDC Trust, Matt Goldbarb Trustee	\$140,000.00
KeyBank	\$315,349.51
The Dunham Group (*See 2, below)	\$12,260.00
John C. Axelson	\$86,344.43
	<hr/>
Total Disbursed at Closing	\$601,173.77

NOTES:

1. Real Estate Tax Pro-ration calculated as follows:
Real Estate Taxes for 1998 are unpaid as of date of closing in the original principal amount of \$19,303.60, with interest accruing to May 1, 1999 of \$646.33, for a total amount due from Seller of \$19,949.93 (past due).
Per diem taxes are \$19,303.60 divided by 365 = \$52.89;
Buyer owes Seller 63 days x \$52.89 = \$3332.07
2. *Commission is based upon a Purchase Price of \$621,000 @ 6%.
Earnest money deposit of \$25,000 held by The Dunham Group to be deducted from Commission. Net commission payable \$12,260.00.
3. Rent pro-ration based upon rent of \$3,600 per month;
\$3,600 divided by 30 = \$120.00 a day x 2 days = \$240.00.

SELLER:


John C. Axelson

BUYER:

WES Inc.

By: 
Wayne E. Sullivan, Its President

BUILDERS
INSULATION OF
MAINE, INC.

INSULATION CONTRACTOR

April 16, 1999

City of Portland
Planning Department

Dear Planner:

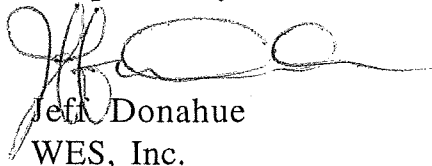
WES, Inc. proposes to construct a loading dock at the northeast end of an existing warehouse located at 511 Riverside Industrial Park, Portland, Maine. The measurements of the proposed dock would be 6' by 80' for a total of approximately 480 square feet.

As part of the proposed construction, existing paving in this portion of the warehouse would be removed, foundation of existing warehouse would be continued to include the proposed loading dock. A concrete floor would then be installed.

Siding at this area would be improved to match the remainder of the warehouse. Three 9' by 9' overhead doors, One 3' by 6'8" pedestrian door and one 16' by 14' overhead door would be installed in the wall at the northeast end of the building.

We hope we have provided enough information for you to visualize our proposed project. If more information is needed please call. Thank you.

Respectfully,



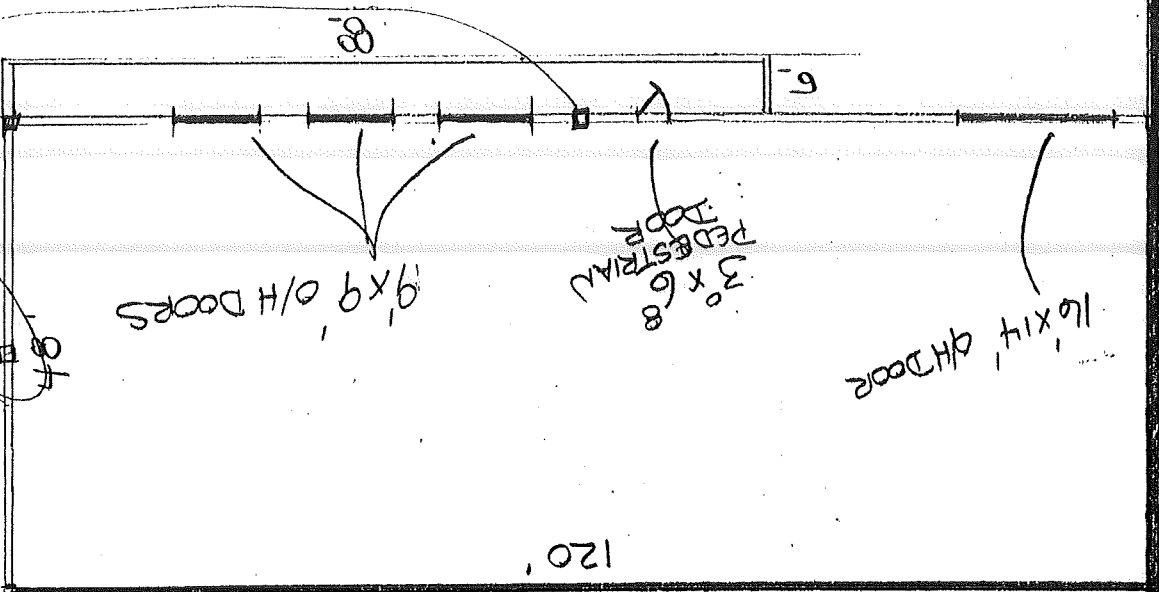
Jeff Donahue
WES, Inc.

dumpster enclosure



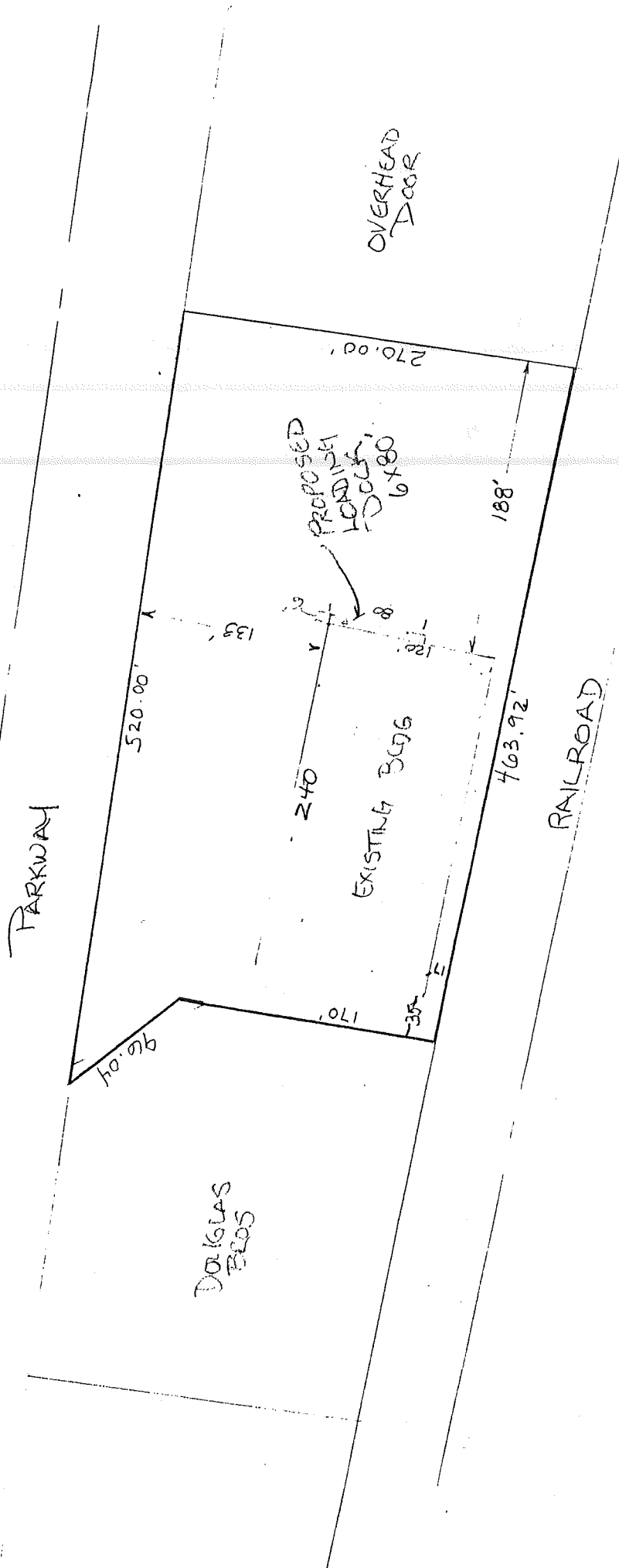
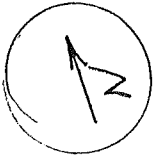
EXISTING PIERS

SEAL DETAIL



EXISTING WAREHOUSE

NOT TO SCALE



NOT TO SCALE