

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 05-1622	Issue Date: NOV 29 2005	CBL: 432 C001001
Owner Address: 31 Oakmont Drive		Phone: 207-831-1970
Contractor Address:		CITY OF PORTLAND

Location of Construction: 158 VERANDA ST	Owner Name: 2-G Properties	Owner Address: 31 Oakmont Drive	Phone: 207-831-1970
Business Name: allied Engineering inc	Contractor Name:	Contractor Address:	
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-1
Past Use: Commercial/ Karate Studio	Proposed Use: Commercial / Change of use to Office space	Permit Fee: \$105.00	Cost of Work: \$30.00
Proposed Project Description: Change of use to Office space		CEO District: 4	INSPECTION: Use Group R Type: 3B
		Signature: <i>Craig</i>	Signature: <i>11/23/05</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied			
Signature:		Date:	

Permit Taken By: Idobson	Date Applied For: 11/04/2005	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Major <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	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	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
	Date: <i>11/14/05</i>		Date:	
	<i>with conditions</i>		<i>ABN</i>	

CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial / Change of use to Office space	Proposed Project Description: Change of use to Office space
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Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 11/23/2005
Note: **Ok to Issue:**

1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 11/17/2005
Note: **Ok to Issue:**

1) It will be the responsibility of the contractor to insure all life safety systems are compliant.
As no life safety plan was with application.



General Building Permit Application

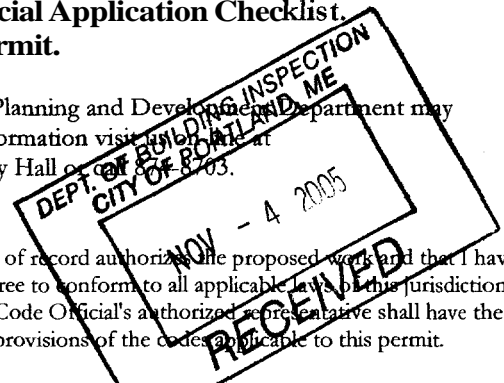
If you or the property owner owes real estate or personal property taxes or user charges on **any** property within the City, payment arrangements must be made before permits of any kind are accepted.

Total Square Footage of Proposed Structure <i>6600 SF</i>		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <i>32 C 1</i>		Owner: <i>Z-C Properties</i>	Telephone: <i>207 838-1970</i>
Lessee/Buyer's Name (If Applicable) <i>ALIED ENGINEERING INC</i>		Applicant name, address & telephone: <i>WILLIAM FAUCHER 37 OAKMONT DRIVE FALMOUTH ME 04105</i>	cost Of Work \$ _____ Fee: \$ _____ C of O Fee: \$ <i>105</i>
Current Specific use: <u><i>KARATE STUDIO</i></u> Proposed Specific use: <u><i>ENGINEERING OFFICE SPACE</i></u>			
Project description: <i>Change from Karate Studio to ENGINEERING USE NO CONSTRUCTION REQUIRED - MOVE-IN CONDITION.</i>			
Contractor's name, address & telephone: <i>NONE</i>			
Who should we contact when the permit is ready: _____ <i>WILLIAM FAUCHER</i>			
Mailing address: <i>37 OAKMONT DRIVE FALMOUTH ME 04105</i>		Phone: _____ <i>CELL 831-1970</i>	

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

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit www.portlandmaine.gov or call at _____ at _____.

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 code applicable to this permit.



Signature of applicant: <i>[Signature]</i>	Date: <i>11.4.05</i>
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This is not a permit; you may not commence ANY work until the permit is issued.



allied engineering, inc.

Structural

Mechanical

Electrical

Technology

FAX TRANSMITTAL

PROJECTNUMBER: _____

Date: 11/4/05

Project Name: _____

of Pages: (7)
(including cover)

RE: 160 VERANDA ST.
To: LANNIE DOBSON,
Company: CITY OF PORTLAND
Fax #: 874-8716

cc:

Fax #:

From: CATHY FAUCER

AEI cc: FILE

M:\FORMS - NEW\AEI-FAX.doc

HARDCOPY TO FOLLOW? YES NO

COMMENTS:

015/1622
432 C 1

Aug 26 05 06:49p

Frank Thiboutot

207-781-2560

P-1

CONTRACT FOR THE SALE OF REAL ESTATE

RECEIVED OF Allied Engineering, or Catherine and William Faucher its Principals, or an LLC to be formed of which the Fauchers will be Principals, hereinafter called Purchaser, the sum of Ten Thousand Dollars (\$10,000) as earnest money and in part payment on account of the purchase price of the following described real estate, situated in the County of Cumberland and State of Maine, to wit: the land and building located at 160 Veranda Street, Portland, Maine, and more accurately described as the property on City of Portland Tax Map 432, Block C, Lot 21 and Cumberland County Registry of Deeds Book 15701 Page 273 the total purchase price being Six Hundred Eighty Two Thousand Dollars (\$682,000), payment to be made as follows: \$10,000 upon full execution of this Contract and the balance in cash at closing.

Said deposit is received and held by the Broker, subject to the following conditions:

1. That Ram Hamden will hold said earnest money or deposit and act as escrow agent until transfer of title; that until August 26th at 9:00 p.m., will be given for obtaining the Owner's acceptance. If said earnest money or deposit is held in an interest bearing account, said interest will accrue to Purchaser, except in event of default.
2. That a good and sufficient deed, showing good and merchantable title, shall be delivered to the Purchaser, and it is agreed that this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of this purchase within Ninety days from the Effective Date of this Contract. However, should the title prove defective, then the Seller shall have a reasonable time, (not to exceed 60 days, unless the parties otherwise agree in writing) after due notice of such defect or defects. If, after such time, the defect or defects are not corrected so that there is a merchantable title, the Purchaser may, at its option, withdraw said deposit and be relieved from all obligations hereunder.
3. The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except easements of record, restrictive covenants of record, usual public utilities servicing the property and zoning ordinances and building codes.
4. That full possession will be given IMMEDIATELY upon transfer of title, unless otherwise agreed to in writing by both Purchaser and Seller.

Aug 26 05 06:49p Frank Thiboutot

207-781-2560

P. 2

08/26/2005 18:04 2078540603

ALLIED ENGINEERING

PAGE 03

5. The following items shall be prorated as of transfer of title: Real Estate Taxes for the City of Portland fiscal year; Seller is responsible for any unpaid taxes for prior years.

Electricity: Yes X No [] Fuel: Yes X No [] Water: Yes X No []
Sewer: Yes X No [] Rents: Yes X No []

- 6. Purchaser and Seller will each pay its transfer tax as required by the State of Maine.
7. The risk of loss of damage to said premises, by fire or otherwise, until transfer of title hereunder, is assumed by the Seller.
8. FINANCING: This Contract is subject to Purchaser receiving a commitment for financing for up to 90% of the purchase price at an initial rate not to exceed 7% and amortized over a period of not less than 20 years.

a) The Purchaser is under a good faith obligation to actively seek and accept financing on the above-described terms. The Purchaser acknowledges that a breach of this good faith obligation to seek and obtain financing will be a breach of this Contract.

b) Loan approval shall be obtained and notice thereof shall be given to Seller within sixty days of the Effective Date of this Contract, however, Seller agrees to extend the date for loan approval if the appraisal cannot be obtained within sixty days. If required, the extension shall be in accordance with the number of days required to receive the completed appraisal.

c) If either of these conditions is not met within the said time period, the Seller may, at any time thereafter, declare this Contract null and void, and the earnest money shall be returned to the Purchaser.

Purchaser shall provide a commitment for financing subject to appraisal within 30 days after the effective date 8/26/05

9. The Purchaser is encouraged to seek information from professionals regarding any specific issue or concern. The property is to be conveyed, "as is". This Contract is subject to the following inspections, with results satisfactory to the Purchaser:

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS REPORTED TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Asbestos, Lead Paint, Environmental Scan, Zoning, Operating Expenses.

Aug 26 05 06:50p Frank Thiboutot

207-781-2560

P.3

08/26/2005 16:04 2078540603

ALLIED ENGINEERING

PAGE 04

All inspections will be done by qualified inspectors chosen and paid for by the Purchaser. The results of each inspection will be reported to the Seller, in writing, within the number of days from the Effective Date specified above. If the result of any inspection is unsatisfactory to the Purchaser, Purchaser may, at its option, by notifying the Seller in writing within the specified number of days, declare the Contract null and void and any earnest money deposit shall be returned to the Purchaser.

10. In the event that the Purchaser does not notify the Seller in writing that an inspection or a condition is unsatisfactory, within the time period stated, that contingency shall be deemed to have been waived by the Purchaser with respect to that inspection or condition. It is understood that in the absence of the inspection(s) listed above, the Purchaser is relying completely on its own opinion as to the condition of the property.

Seller shall convey the property in its current condition, as is.

(but not carpeting or other flooring)

11. Prior to closing, in addition to removing trade equipment, Seller will be responsible for the removal of padding on the floors to slab condition; removal of lockers in the rest rooms; removal of the washer and dryer and removal of mirrors and bars on the walls. All removal will be done in a professional manner with every attempt to restore the walls to the condition of the adjacent walls.

That in the case of the failure of the Purchaser to make either of the payments, or any part thereof, or to perform any of the covenants on its part made or entered into, this Contract will be terminated and the Purchaser shall forfeit said earnest money or deposit and any interest thereon; and the same shall be retained by the Seller as liquidated damages, and the escrow agent is hereby authorized by the Purchaser to pay over to the Seller the earnest money or deposit and any interest thereon. Said deposit and interest will constitute full and complete liquidated damages, with no further recourse to either party.

and Seller shall have the option of retaining the deposit as liquidated damages or paying any and all legal and equitable remedies.

13. All covenants and agreements herein contained will extend to and be obligatory upon heirs, personal representatives, successors and assigns of the respective parties.

14. Roxane A. Cole, Ram Harnden, Inc. is representing the Purchaser and Frank Thiboutot, Fox Realty Group is representing the Seller in this transaction. Seller is responsible for paying real estate commission to the Agents at the close of the sale.

15. All representations, statements and agreements heretofore made between the parties are merged into this agreement, which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on its behalf.

Aug 26 05 06:50p Frank Thiboutot

207-781-2560

p. 4

08/26/2005 16:04 2078540603

ALLIED ENGINEERING

PAGE 05

When signed by all parties, this is a binding Contract. If not fully understood, consult an attorney. A copy of the Contract is to be received by all parties and receipt of a copy is hereby acknowledged.

I/We hereby agree to purchase the above-described property at the price and upon the terms and conditions set forth.

WITNESS:

Brendy Batten

PURCHASER: ALLIED ENGINEERING

Cathy Faucher 8/26/05

BY: Catherine Faucher

ITS: President

01-0244672

~~SOCIAL SECURITY/TAX ID NUMBER~~

I/We hereby accept the offer and agree to deliver the above-described property at the price and upon the terms and conditions above stated. I/We further agree to pay the above-named Agents commission for their services herein. In the event said earnest money or deposit is forfeited by said Purchaser, one-half thereof will go to said Agents.

WITNESS:

[Signature]

SELLER:

[Signature]

BY: Choi Institute of Martial Arts and Science, LLC

ITS: Stephen D. Farrell

BY:

ITS:

8/26/05

EFFECTIVE DATE (FINAL ACCEPTANCE DATE)

Aug 26 05 06:50p Frank Thiboutot

207-781-2560

p. 8

FROM : FOX REALTY GROUP

FAX NO. : 207 879 4845

Aug. 23 2005 09:13PM P3

08-22-05 TUE 08:44 AM

FAX NO. BR570Tpe2987.02

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY LOCATED
in Cumberland County at 188 Versada Street, Portland, Maine**

ALL my right, title and interest in and to a certain lot or parcel of land with the buildings thereon situated on the Northeastern side of Versada Street and the Northeastern side of Shawmut Street in the City of Portland, County of Cumberland and State of Maine, being Lots Nos. 181, 182, and 183 as shown on Plan of Versada Park made by Henry and Catherine, Civil Engineers, for the Versada Park Company, and recorded in the Cumberland County Registry of Deeds in Plan Book 93, Page 55, to which Plan reference is hereby made for a more particular description.

Memory and interest in conveyance and hereby conveying the same premises conveyed to Robert J. Kirby by deed of Frank J. Kirby dated September 3, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14724, Page 182.

RECEIVED
RECORDS REGISTRY OF DEEDS
200 SEP -1 PM 1:26
CUMBERLAND COUNTY
John B. O'Brien

Aug 26 05 08:50p

Frank Thibautat

207-781-2560

P-7

FROM : FOX REALTY GROUP

FAX NO. : 207 879 4045

Aug. 23 2005 09:13PM P:

08-22-05 11:08:42 AM

0050787

FAX NO

0857010273 P. 02

WARRANTY DEED - SHORT FORM DEEDS ACT
23 N.Y.S.A. Section 701 et seq.

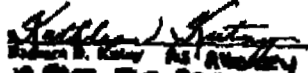
MAINE REAL ESTATE TAX PENDING

KNOW ALL BY THESE PRESENTS, that I, Barbara E. Kasey, of the County of KY/03 and State of New York, for valuable consideration received, hereby grant to Carol Institute of Mental Art and Science, LLC of the County of Cumberland and State of Maine, with WARRANTY COVENANTS, that certain lot or parcel of land, with any improvements thereon, located at 158 Versant Street, Portland, in the County of Cumberland and State of Maine, as more fully described in Exhibit A attached hereto and fully incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on August 2005.

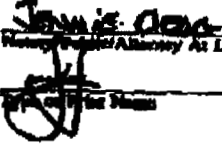

Barbara E. Kasey

STATE OF MAINE
Cumberland, ss:


Notary Public
in and for the State of
Maine, my term of office
expires on April 4, 1910

On August 2005, personally appeared the above-named Barbara E. Kasey and acknowledged the foregoing deed to be his/her free act and deed.

Before me,


Notary Public
Attorney At Law

From: Marge Schmuckal
To: Catherine Faucher
Date: 11/10/2005 2:27:17 PM
Subject: Re: 160 veranda street * ALLIED ENGINEERING- floor plan and site plan

Catherine,

Thank you for your attachments.

Every change of use requires scaled floor plans. It is important for several reasons. First, every change of use must meet parking requirements based upon floor area. If I can't figure out floor area, I can't determine compliance with parking. Building and Fire require scaled plans because they need to determine whether fire and building codes are met for egresses etc.

I also need a site plan to determine the parking requirements as stated above.

Both these plans are requested on our permit forms for these reasons. Our front staff should be following up when you drop off a permit.

The attached site plan is helpful to me. The attached file for the floor plan is not to scale. We still need scaled floor plans. Your permit will be on hold until such time that we received scaled floor plans.

Marge Schmuckal
Zoning Administrator

>>> "Catherine Faucher" <cfaucher@allied-eng.com> 11/10/2005 2:03:19 PM>>>
Hello,

Attached is a PDF of the existing floor plan of the building. Please note that we are making no changes to the floor plan at all. The floor plan is attached.

We are also making no changes to the outside site or parking lot except removing the current yard sign. This building was last renovated in 2000 when plans and site plans were sent to your offices. Attached is the site plan showing the building outline, street, and parking.

We are painting the sign over the door. I am in the process of completing the sign application.

Please let me know if you need anything else or have questions.

Regards,

Catherine Faucher, P.E., LEED
Principal

allied engineering, inc

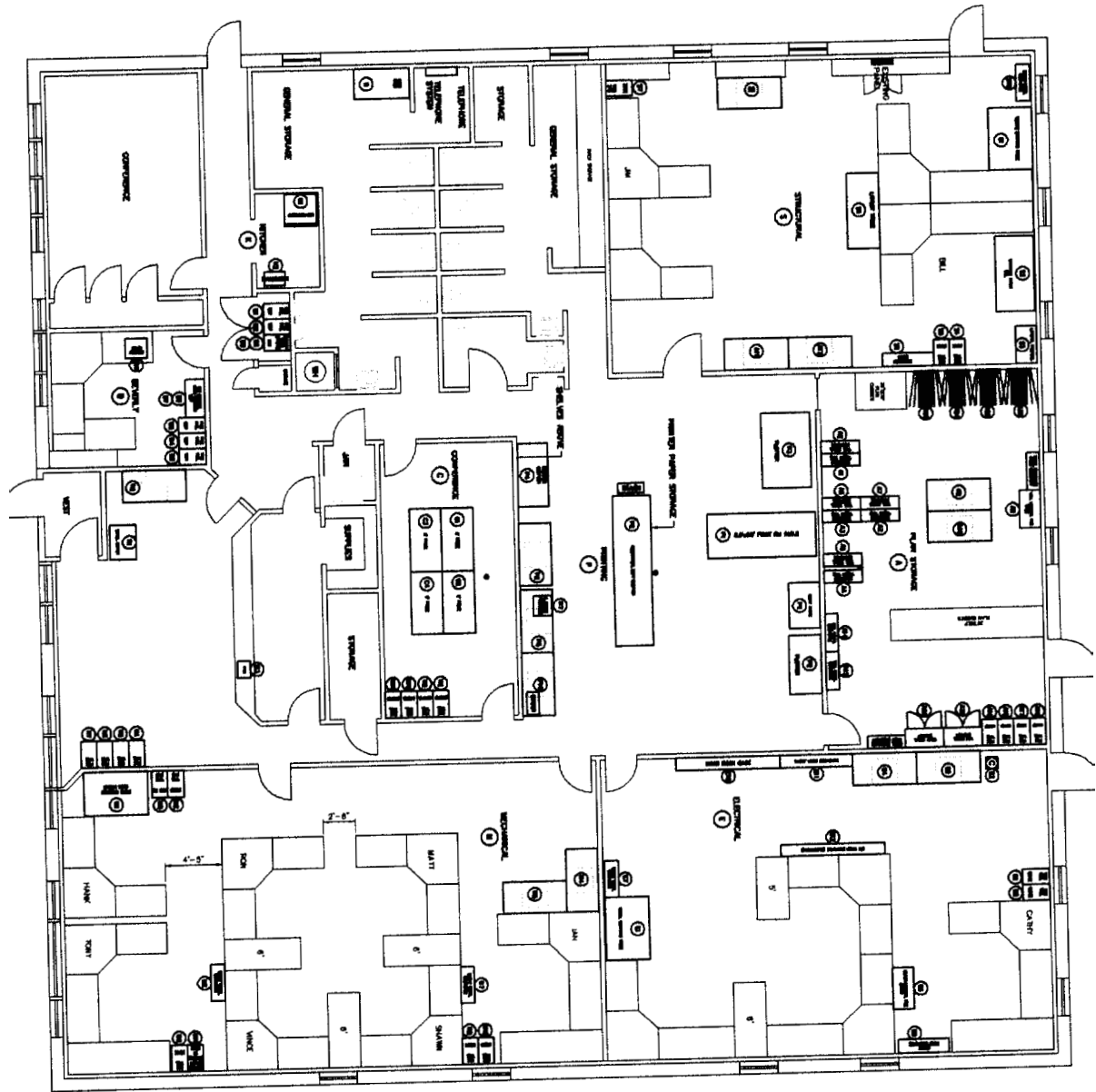
One Westbrook Common
Westbrook, Maine 04092
(207) 854-8126 x 106
www.allied-eng.com <<http://www.allied-eng.com/>>

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from any computer.

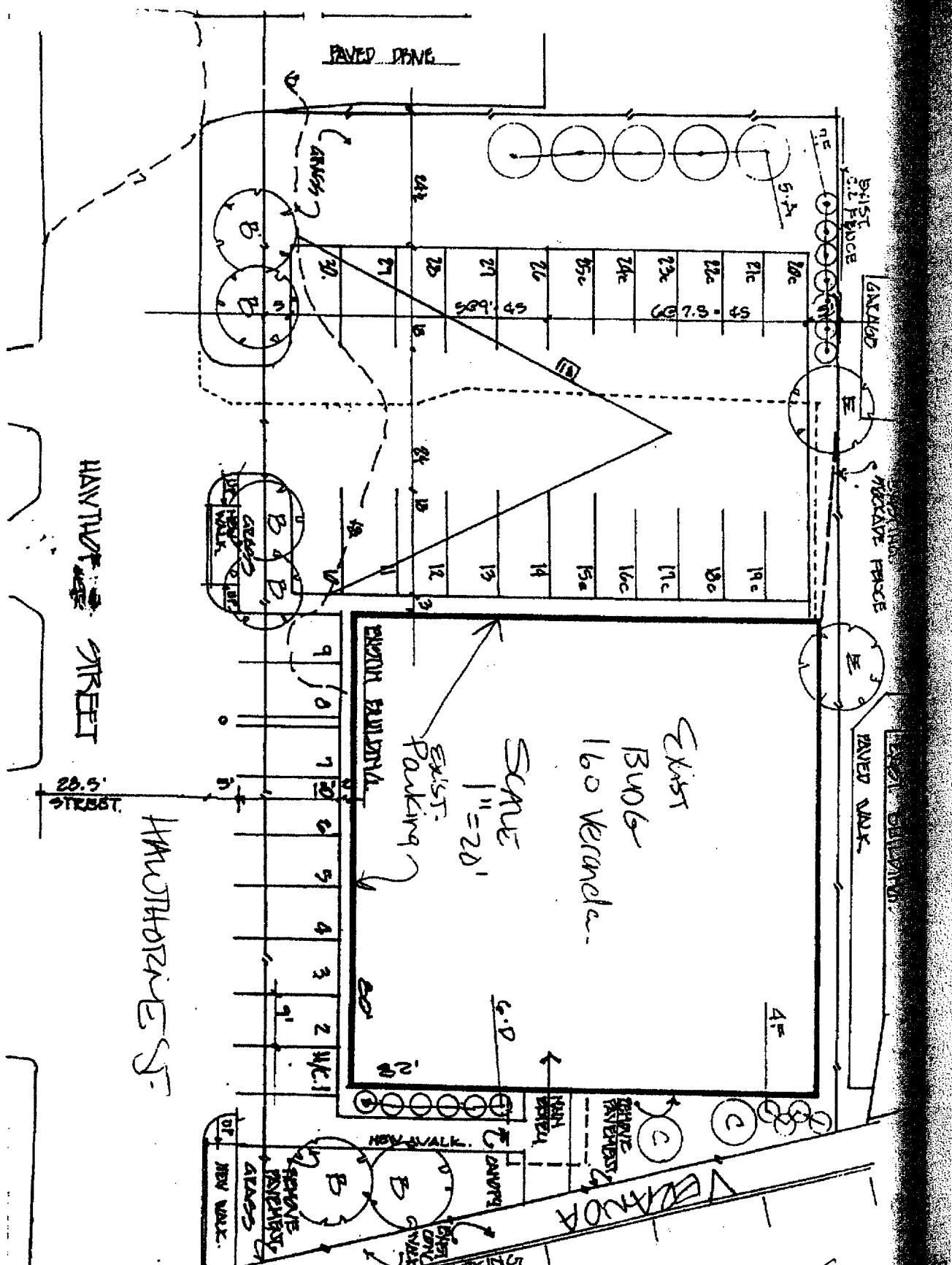
<?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />

CC: Lannie Dobson

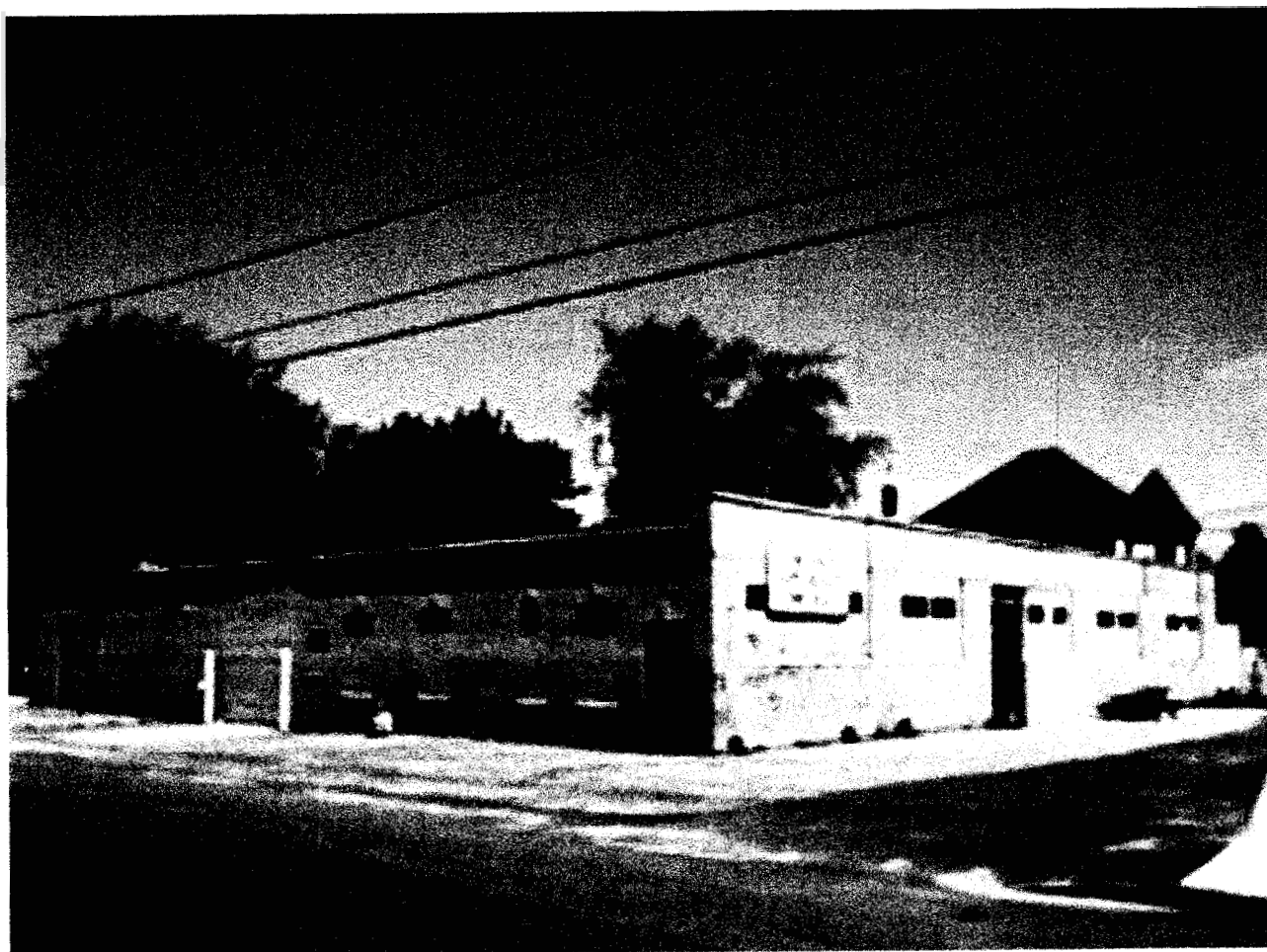


Not to Scale

| | | | | | | | | | | | | | | | | | |
|----------------------------|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| F-1 | FURNITURE PLAN | Date: 10/11/2006
Drawn By: GLL
Checked By: CWF
Project: New Office Building
Client: [Redacted]
Scale: 1/8" = 1'-0" | REVISIONS
<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> | | | | | | | | | | | | | allied engineering, inc.
FULL SERVICE CONSULTING ENGINEERS
<small>10000 Old Orchard Road, Suite 100, Dallas, TX 75243
 972-440-1111 • Fax: 972-440-1112
 www.alliedeng.com • allied@alliedeng.com</small> | |
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| NEW ALLIED OFFICE BUILDING | Project: New Office Building
Client: [Redacted]
Scale: 1/8" = 1'-0" | Date: 10/11/2006
Drawn By: GLL
Checked By: CWF
Project: New Office Building
Client: [Redacted]
Scale: 1/8" = 1'-0" | allied engineering, inc.
FULL SERVICE CONSULTING ENGINEERS
<small>10000 Old Orchard Road, Suite 100, Dallas, TX 75243
 972-440-1111 • Fax: 972-440-1112
 www.alliedeng.com • allied@alliedeng.com</small> | | | | | | | | | | | | | | |



NOT TO SCALE



DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION

PERMIT ISSUED

Permit Number: 051622 NOV 29 2005

PERMIT

CITY OF PORTLAND

This is to certify that 2-G Properties

has permission to Change of use to Office space

AT 158 VERANDA ST

432 C001001

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

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

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

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

OTHER REQUIRED APPROVALS

Fire Dept. Greg Cass 11-17-05

Health Dept.

Appeal Board

Other

DepartmentName

Signature of Director - Building & Inspection Services, dated 11/23/05

PENALTY FOR REMOVING THIS CARD