

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 091242

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

This is to certify that AVESTA MUNJOY COMMONS LP/Allic Construction

has permission to Renovate 22 Apartments JAN 15 2010

AT 13 EMERSON ST CB 2014 K008001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine 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 written permission procured before this building or part thereof is lathed or otherwise enclosed-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

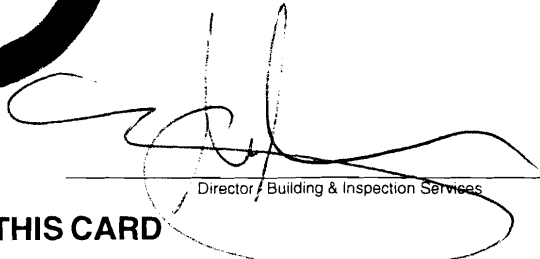
Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name



Director, Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 09-1242	Issue Date: 01/15/2010	CBL: 014 K008001
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Location of Construction: 13 EMERSON ST	Owner Name: AVESTA MUNJOY COMMONS L	Owner Address: 307 CUMBERLAND AVE	Phone:
Business Name:	Contractor Name: Allied/Cook Construction	Contractor Address: PO Box 1396 Portland	Phone: 2077722888
Lessee/Buyer's Name: Avesta Munjoy Commons, LP	Phone:	Permit Type: Commercial	Zone: R-6

Past Use: Multi-Family - 22 Unit Residential	Proposed Use: Multi-Family - 22 Unit Residential - Renovate 22 Apartments <i>legal use - 22 D.U.</i>	Permit Fee: \$13,200.00	Cost of Work: \$1,317,437.00	CEO District: 1
Proposed Project Description: Renovate 22 Apartments		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>see conditions</i>	INSPECTION: Use Group: <i>R-2</i> Type: <i>2B</i> <i>IBC 2003</i>	
		Signature: <i>KG</i>	Signature: <i>[Signature]</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: Ldobson	Date Applied For: 11/04/2009	Zoning Approval		
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<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 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/conditions</i> Date: <i>11/13/09 ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABM</i>
	<h1>PERMIT ISSUED</h1> <p>JAN 15 2010</p> <p>City of Portland</p>		

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 Application

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

Permit No: 09-1242	Issue Date:	CBL: 014 K008001
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Location of Construction: 13 EMERSON ST	Owner Name: SHAILER EMERSON ASSOCIAT	Owner Address: 307 CUMBERLAND AVE	Phone:
Business Name:	Contractor Name: Allied/Cook Construction	Contractor Address: PO Box 1396 Portland	Phone: 2077722888
Lessee/Buyer's Name: <i>Avesha Murray Commons LP</i>	Phone:	Permit Type: Commercial	Zone: <i>R-1</i>

Past Use: Multi-Family - 22 Unit Residential	Proposed Use: Multi-Family - 22 Unit Residential - Renovate 22 Apartments	Permit Fee: \$13,200.00	Cost of Work: \$1,317,437.00	CEO District: 1
<i>legal use - 22 d.u.</i>		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>*See Conditions</i>	INSPECTION: Use Group: <i>R-2</i> Type: 202B <i>IBC 2003</i>	

Proposed Project Description: Renovate 22 Apartments	Signature: <i>(K6)</i>	Signature: <i>(Signature)</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: Ldobson	Date Applied For: 11/04/2009	Zoning Approval		
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<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 information may invalidate a building permit and stop all work..</p> <p style="text-align: center; font-size: 24pt;">PERMIT ISSUED</p> <p style="text-align: center; font-size: 18pt;">JAN 15 2010</p> <p style="text-align: center;">City of Portland</p>	<p>Special Zone or Reviews</p> <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"/> Date: <i>11/13/09 ABU</i>	<p>Zoning Appeal</p> <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:	<p>Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABU</i> Date:
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CERTIFICATION

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

10 Emerson St.

FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT made and entered into as of the 1st day of June, 2009, by and between SHAILER EMERSON ASSOCIATES LIMITED PARTNERSHIP, a Maine limited partnership with a place of business in Portland, Maine ("Grantor") and AVESTA MUNJOY COMMONS LP, a Maine limited partnership with a place of business in Portland, Maine ("Grantee")

WITNESSETH:

WHEREAS, the parties entered into that certain Option Agreement dated November 1, 2008 (the "Agreement") concerning the grant by Grantor to Grantee of an exclusive and irrevocable option to purchase certain property more particularly described in the Agreement; and

WHEREAS, the parties now wish to amend the Agreement;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

1. The purchase price for the Property, as set forth in Section 1 of the Agreement, is hereby increased to One Million Five Hundred Thirty Thousand Dollars (\$1,530,000).

2. As modified hereby, the Agreement remains in full force and effect, and the parties hereby ratify and affirm their respective obligations thereunder. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

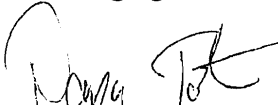
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this First Amendment as of the date first written above.

SHAILER EMERSON ASSOCIATES
LIMITED PARTNERSHIP, Grantor

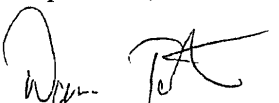
AVESTA MUNJOY COMMONS LP,
Grantee

BY: Avesta Consulting Services, Inc.,
Its Managing General Partner

BY: Pinetree Housing Development I
LLC, its General Partner

By:  7/30/09
Dana Totman, its President

By: Avesta Housing Development
Corporation, its sole Member

By:  7/30/09
Dana Totman, its President and CEO

OPTION AGREEMENT

OPTION granted this 1st day of November, 2008, by SHAILER EMERSON ASSOCIATES LIMITED PARTNERSHIP, a Maine limited partnership with a place of business in Portland, Maine and mailing address in care of Avesta Consulting Services, Inc., 307 Cumberland Avenue, Portland, Maine 04101, formerly known as Shailer Emerson Associates, hereinafter called the "Grantor," to AVESTA MUNJOY COMMONS LP, a Maine limited partnership with principal offices at 307 Cumberland Avenue, Portland, County of Cumberland and the State of Maine, hereinafter called the "Grantee."

1. In consideration of the sum of One Dollar (\$1.00) (the "Option Consideration") and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee the exclusive and irrevocable right and option for and during the period from the date hereof to December 31, 2009, to purchase two lots of land with the buildings and improvements thereon, described as follows: (i) the former Shailer School, located at 58 North Street, Portland, Maine, identified on the City of Portland assessment records as Map 13, Block K, Lot 1, consisting of 19,860 square feet of land, more or less, improved by a brick building containing 18 dwelling units, described in a deed to Grantor recorded in the Cumberland County Registry of Deeds in Book 6405, Page 1, and (ii) the former Emerson School, located at 13 Emerson Street, Portland, Maine, identified on the City of Portland assessment records as Map 14, Block K, Lot 8, consisting of 29,200 square feet of land, more or less, improved by a brick building containing 22 dwelling units, described in a deed to Grantor recorded in the Cumberland County Registry of Deeds in Book 6387, Page 188, and all related fixtures and personal property (collectively the "Property"), for the total purchase price of one million five hundred thousand DOLLARS (\$1,500,000), which shall be paid by cashier's check or wire transfer, upon the delivery of a warranty deed conveying good and marketable title as hereinafter provided. This option is subject to Grantor's receipt of approval of the sale by Grantor's Limited Partners, to the extent required under Grantor's Limited Partnership Agreement.

2. Written notice of the Grantee's election to purchase under the terms of this Option shall be given to the Grantor addressing the same to the Grantor at the address set forth at the beginning of this Agreement via certified mail, prior to the expiration date set forth above.

3. If the Grantee shall exercise its Option under this Agreement, the Grantor shall deliver at the closing good and marketable title in fee simple to the Property, free and clear of all liens, claims and encumbrances, and shall convey the same by warranty deed.

4. If this Option is exercised, the following provisions shall be applicable: The closing shall take place on the latest to occur of (i) February 28, 2010 or (ii) no later than ninety (90) days after the date of final financing approval from all lenders required to finance the acquisition and rehabilitation of the Property, at a mutually convenient place, date and time. The Option Consideration will be credited against the purchase price at the closing. Real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill. The Maine real estate transfer tax shall be paid by Grantor and Grantee in accordance with 36 M.R.S.A. § 4641-A. The recording fee for the deed of conveyance and any expenses related to

any mortgage which Grantee may grant to a lender in connection with the purchase of the Property shall be paid for by Grantee. Grantor shall deliver possession of the Property to Grantee at the closing, free of all leases, tenancies or occupancies by any person, except tenants in good standing at the Property. Grantor shall provide a current rent roll and shall update the rent roll immediately prior to closing.

5. The Grantor grants to the Grantee, and its duly authorized agents and employees, the right during the term of this Agreement at any and all times, with reasonable notice, to enter in and upon the Property to inspect the same and to make surveys and measurements and to conduct environmental and soils tests, building inspections and evaluations including test pits, all as shall be deemed necessary by the Grantee at Grantee's sole expense. Grantor will not be liable for agents or employees of Grantee while on said Property. Without limiting the generality of the foregoing, this Option and Grantee's exercise thereof are subject to a determination by Maine State Housing Authority as to the desirability of the Property for Grantee's intended use as a result of the completion of the environmental review process required by HUD.

6. At least thirty (30) days prior to closing, Grantee shall conduct or cause to be conducted a title examination of the Property covered by this Option and shall advise the Grantor of any defects or encumbrances which would in Grantee's sole judgment prevent Grantor from conveying title as required in Section 3 above. Upon receipt of notice from the Grantee of any such defect, Grantor shall immediately proceed to correct any such deficiency or encumbrance. If within thirty (30) days following receipt of notice of a defect in title from the Grantee to the Grantor, the Grantor shall not have corrected such deficiency or eliminated such encumbrance, this Agreement shall terminate, and the Option Consideration shall be returned to Grantee, provided, however, the thirty (30) day period may be extended by mutual agreement of the Grantee and Grantor.

7. If the Grantee shall fail to exercise this Option within the time provided in Section 1 above, or if the Grantee is unable to obtain the permits or approvals as described in Section 8, then this Agreement shall be null and void and of no further effect. In the event the Grantee is unable to obtain the permits or approvals as described in Section 8, the Option Consideration will be returned in full to Grantee, and neither party shall have any further rights or claims against the other.

8. It is understood and agreed between the parties that the Grantee intends to acquire the Property for the purpose of rehabilitating the Shailer and Emerson Schools utilizing the low income housing tax credit and other financing programs. Grantee also agrees to proceed promptly to obtain all necessary zoning, building and other land use approvals, permits and licenses as may be required by local, state and/or federal regulatory agencies for the renovations, at the sole discretion of the Grantee. The parties agree that in the event that any regulatory agency having jurisdiction over the property covered by this Option shall refuse to issue approvals, permits or licenses necessary for the rehabilitation of the Property, or in the event the Grantee does not receive a Notice to Proceed from Maine State Housing Authority with respect to Grantee's application for tax credits, then this Agreement shall at the sole option of Grantee be null and void and of no further effect, and the Option Consideration shall be returned to Grantee.

9. The Grantor shall cooperate with Grantee's efforts to obtain all federal, state or local permits and approvals for Grantee's intended use of the Property. Grantor agrees, if requested by

Grantee due to the requirements of any federal, state or local agency, to allow Grantee to apply in Grantor's name for the land use permits or approvals as may be required in order to develop the Property as contemplated.

10. Grantor and Grantee acknowledge that any real estate commissions due by reason of any listing agreement or agency relationship shall be paid by Grantor. Grantor shall indemnify and hold Grantee harmless from the claims and demands of any and all real estate brokers with respect to this transaction.

11. The risk of loss or damage shall remain on Grantor at all times from the date of this Option until closing and Grantor shall keep the Property insured against fire and other extended coverage risks until the closing. In the event of any substantial damage to the Property, which damage is not repaired so that the Property is restored to its present condition on or before the date set for closing, Grantee may either (a) terminate this Option and receive back the Option Consideration, (b) accept the insurance proceeds payable by reason of such damage or destruction and close notwithstanding the same, or (c) accept title to the Property and receive an appropriate reduction in the purchase price.

12. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, executors, administrators, assigns and successors.

13. This option and all rights hereunder shall be assignable by the Grantee to an entity controlled by Grantee without the written agreement of the Grantor. Original or faxed signatures of this Agreement are binding.


14. The Grantee represents and warrants that it is a duly organized limited partnership, validly existing and in good standing under the laws of the State of Maine, and that the execution and perfections of this Option Agreement have been duly authorized. Grantor shall obtain all consents (including limited partner consents) required to (i) enter into this Agreement and (ii) transfer the Property to Grantee.

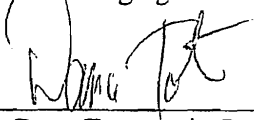
15. The interpretation, construction and perfection of this Agreement shall be governed by the laws of the State of Maine.

WITNESS:

SHAILER EMERSON ASSOCIATES
LIMITED PARTNERSHIP, Grantor

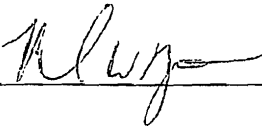
BY: Avesta Consulting Services, Inc.,
its Managing General Partner




By: 
Dana Totman, its President and CEO,
AVESTA MUNJOY COMMONS LP,
Grantee

BY: Pinetree Housing Development I LLC,
Its General Partner

By: Avesta Housing Development
Corporation, its sole Member



By: 
_____ Dana Totman, its President and CEO

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-1242	Date Applied For: 11/04/2009	CBL: 014 K008001
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Location of Construction: 13 EMERSON ST	Owner Name: SHAILER EMERSON ASSOCIAT	Owner Address: 307 CUMBERLAND AVE	Phone:
Business Name:	Contractor Name: Allied/Cook Construction	Contractor Address: PO Box 1396 Portland	Phone (207) 772-2888
Lessee/Buyer's Name Avesta Munjoy Commons, LP	Phone:	Permit Type: Commercial	

Proposed Use: Multi-Family - 22 Unit Residential - Renovate 22 Apartments	Proposed Project Description: Renovate 22 Apartments
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 11/13/2009

Note: **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) This property shall remain a twenty-two (22) family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 01/15/2010

Note: **Ok to Issue:**

- 1) Separate Permits shall be required for any new signage.
- 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 3) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 4) All penetrations between dwelling units and dwelling units and common areas shall be protected with approved firestop materials, and recessed lighting/vent fixtures shall not reduce the required rating per Sec. 712 of IBC.
- 5) CO detectors must be installed per State Law.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 01/12/2010

Note: **Ok to Issue:**

- 1) Application requires State Fire Marshal approval.
- 2) All fire alarm records required by NFPA 72 should be stored in an approved cabinet located at the FACP and keyed alike, labeled "FIRE ALARM RECORDS".
- 3) All smoke detectors and smoke alarms shall be photoelectric. Carbon Monoxide detectors are required in the dwelling units by State law.
- 4) If work is being done to more than 20 sprinkler heads on an existing sprinkler system then a separate fire suppression permit is required.
- 5) The sprinkler system shall be installed in accordance with NFPA 13.
- 6) All construction shall comply with NFPA 101
- 7) Installation of a Fire Alarm system requires a Knox Box to be installed per city ordinance
- 8) 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.

Location of Construction: 13 EMERSON ST	Owner Name: SHAILER EMERSON ASSOCIAT	Owner Address: 307 CUMBERLAND AVE	Phone:
Business Name:	Contractor Name: Allied/Cook Construction	Contractor Address: PO Box 1396 Portland	Phone (207) 772-2888
Lessee/Buyer's Name Avesta Munjoy Commons, LP	Phone:	Permit Type: Commercial	

- 9) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 10 Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
- 11 Two means of egress are required from every story. "State Law Title 25 ~ 2453"
- 12 Sprinkler protection shall be maintained.
Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
- 13 Fire Alarm system shall be maintained.
If system is to be off line over 4 hours a fire watch shall be in place.
Dispatch notification required 874-8576.
- 14 System acceptance and commissioning must be co-ordinated with alarm and suppression system contractors and the Fire Department. Call 874-8703 to schedule.

Comments:
1/15/2010-tmm: Met with Penny and Keith to review proposed interior fire escape stair. Agreed to approve the internal fire escape stair.

From: "Ben Walter" <bwalter@cwsarch.com>
To: "Tammy Munson" <TMM@portlandmaine.gov>, <kng@portlandmaine.gov>
Date: 1/6/2010 5:05:17 PM
Subject: Munjoy Commons - Fire Escape Stair Summary

Hi Tammy and Keith,

Attached is a summary of the reasoning behind proposing the use of internal fire escape stairs at Munjoy Commons.

Avesta is anxious to get the building permit within the next few days. Please call if you have any questions.

Thanks,

Ben

Ben Walter AIA, President

CWS Architects | Portland, Maine

Maine Licensed Architect

www.cwsarch.com

T: 207-774-4441

F: 207-774-4016

C: 207-232-3348

bwalter@cwsarch.com <blocked::mailto:bwalter@cwsarch.com>

CC: "Ethan Boxer-Macomber" <EBoxer-Macomber@avestahousing.org>, "Daniel Cook" <danc@AlliedCook.com>

CWS Architects

Architecture • Planning • Construction Services

434 Cumberland Avenue Portland, Maine 04101
www.CWSarch.com

Phone: (207) 774-4441
Fax: (207) 774-4016

January 6, 2010

Tammy Munson, Code Enforcement Office
Captain Keith Gautreau, Portland Fire Department
City of Portland, Maine

Via email

Re: Munjoy Commons Apartments
Emerson and Shailer Buildings
Fire Escape Stairs from Townhouse Units

Dear Tammy and Keith,

This letter is to outline the history of the Munjoy Commons development and approach used in proposing the use in new interior fire escape stairs to provide a second means of egress to the second level of the existing townhouse style units that occupy the third/fourth floor of both the Emerson and Shailer buildings, know together as Munjoy Commons Apartments.

As a matter of history, these buildings were sold by the City of Portland and developed into apartments in 1984 by Avesta Housing (formerly York Cumberland Housing) with financing provided by MaineHousing and the City of Portland. The building plans for the conversion of the buildings from schools to multi-family housing included the use of two-level stacked townhouse style units on the upper floors of both buildings that had a single exit from each unit on the lower level, egress windows and doors on both levels and a Life Safety sprinkler and fire alarm system. I do not have a copy of the BOCA building code or Life Safety Code that would have been in place time but it appears that the building was permitted by the City of Portland and constructed according to the plans. Accordingly, we assume that the building's layout met the code in force at the time of construction and that the townhouse units, with the sprinkler system, were required to have only one exit because each unit had less than 50 total occupants.

In 2009, Avesta Housing was awarded funding to renovate the building for essentially a "paint and paper" upgrade with the hopes, if money allowed, of improving any non-conforming components, if any. As part of CWS Architects' review of the existing building, it was discovered that the townhouse units as originally designed, permitted and constructed did not meet the intent and current interpretation of the Laws of the Maine Fire Service. In addition, we recommended other life safety and accessibility upgrades that may have met the code when originally constructed, but didn't now.

Regarding the proposed new exits from the second level of the existing townhouse units, space limitation did not allow for the installation of full new exit stairs. We reviewed the current IBC 2006 (Section 3404) and Life Safety Code 2006 (7.2.8) and in both cases, new fire escape stairs are permitted in existing buildings where new exterior stairs cannot be utilized. **Neither of the two codes prohibit the use of fire escape stairs on the interior of a building.** As I understand it, the City of Portland's ordinance prohibits the use of new fire escape stairs on the exterior of buildings for the creation of new residential units for aesthetic purposes (they look bad).

CWS Architects

Architecture • Planning • Construction Services

434 Cumberland Avenue Portland, Maine 04101
www.CWSarch.com

Phone: (207) 774-4441
Fax: (207) 774-4016

Given the above limitations and options, and given the fact that these are existing previously permitted apartment buildings, CWS Architects and Avesta Housing has proposed the use of new internal fire escape stairs, constructed to IBC and Life Safety Code standards, inside fire rated enclosures "for emergency use only" as the best and only reasonable means of resolving the current townhouse unit exiting issues. The State Fire Marshal's office has reviewed this proposed solution and agrees it is the best reasonable approach to eliminating the existing risk and have issue a Construction Permit based on this design.

I understand your concern that this is not an ideal solution and CWS Architects and Avesta Housing would never propose it for new construction or if a better solution were available. We do believe, given the options, that you will also conclude that this solution, though a bit creative, fully meets the intent of the current IBC and Life Safety Code exiting objectives – to protect residents. The State Fire Marshal's office agrees.

It is my opinion that the proposed solution meets the intent of the IBC and Life Safety Code and does not require a waiver. However, if you believe this request requires a waiver, please consider this letter as a waiver request.

Thank you for your attention to this matter and please call if you have any further questions.

Very truly yours,

CWS ARCHITECTS



Benedict B. Walter, AIA
President
Maine Licensed Architect

cc: Ethan Boxer-Macomber, Avesta Housing
Dan Cook, Allied/Cook Construction

From: Keith Gautreau
To: Ben Walter; Tammy Munson
Date: 1/6/2010 9:37:51 PM
Subject: Re: Munjoy Commons - Fire Escape Stair Summary

Hi Ben,

I have read the attached justification letter and if the State Fire Marshal's Office is Ok with it then I can live with it. They are the ones that can be extremely stringent on the second means of egress (not escape) with their state title 25. So if they can live with it then so can I. I will have the plans with conditions off my desk by tomorrow and on to Tammy for her review and you should be able to pick them up by the end of this week if not early next week.

Sorry for the delay but Tammy and I wanted to make sure everybody was going to be comfortable with this.

Thanks,
Keith

Keith Gautreau, Fire Captain
Fire Prevention Bureau
Portland Fire Department
380 Congress Street
Portland, ME 04101
(207)874-8405
kng@portlandmaine.gov

>>> "Ben Walter" <bwalter@cwsarch.com> 1/6/2010 5:02 PM >>>
Hi Tammy and Keith,

Attached is a summary of the reasoning behind proposing the use of internal fire escape stairs at Munjoy Commons.

Avesta is anxious to get the building permit within the next few days.
Please call if you have any questions.

Thanks,

Ben

Ben Walter AIA, President

CWS Architects | Portland, Maine

Maine Licensed Architect

www.cwsarch.com

T: 207-774-4441

F: 207-774-4016

C: 207-232-3348

bwalter@cwsarch.com <[blocked::mailto:bwalter@cwsarch.com](mailto:bwalter@cwsarch.com)>

CC: Daniel Cook; Ethan Boxer-Macomber



General Building Permit Application

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

Location/Address of Construction: <u>13 Emerson St Portland ME</u>		
Total Square Footage of Proposed Structure/Area <u>30,000</u>		Square Footage of Lot <u>29,006</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>14</u> <u>K</u> <u>8</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Avasta Housing</u> Address <u>307 Cumberland Ave</u> City, State & Zip <u>Portland ME 04101</u>	Telephone: <u>207-553-7780</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: <u>\$4,317,437</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>Apartment</u> If vacant, what was the previous use? <u>Apartment</u> Proposed Specific use: <u>Apartment</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Renovate 22 apartment units</u>		
Contractor's name: <u>Allied Cox Construction</u> Address: <u>PO Box 1396</u> City, State & Zip <u>Portland ME 04104</u> Telephone: <u>207-772-2888</u> Who should we contact when the permit is ready: <u>Dan Cook</u> Cell <u>207-838-2393</u> Mailing address: <u>PO Box 1396 Portland ME 04104</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.

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.

RECEIVED
NOV 4 2009
Dept. of Building Inspections
City of Portland Maine

Signature: [Signature] Date: 11-4-09

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



State of Maine
 Department of Public Safety
 Construction Permit



Reviewed
 for Barrier
 Free

18766

Sprinkled
 Sprinkler Supervised

MUNJOY COMMONS APARTMENTS (SHAILER & EMERSON BLDGS

Located at: ~~307 CUMBERLAND AVE.~~ 58 North

PORTLAND

13 Emerson

Occupancy/Use: APARTMENTS/DAYCARE

109-1243
 - 13-E-001
 - 14-E-008
 109-1242

Permission is hereby given to:

AVESTA MUNJOY COMMONS LP

307 CUMBERLAND AVE.
 PORTLAND, ME 04101

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved.

No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 27 th of June 2010

Dated the 28 th day of December A.D. 2009

Commissioner

Copy-3 Code Enforcement Officer

Comments:

RECEIVED

Code Enforcement Officer
 PORTLAND, ME

DEC 31 2009

Dept. of Building Inspections
 City of Portland Maine

Notes:
1. The proposed renovations do not represent a change of use.

Code Analysis - Emerson Building

Category	IBC 2003		NFPA 101 - 2006		Proposed
	Reference	Code Requirements	Reference	Code Requirements	
Existing Use Group	310.0	R-2 Apartments	6.1.8.1.4	Residential - Existing Apartment Building, Re: 31.1.1.2	Existing: 17 Units
Proposed Use Group	310.0	R-2 Apartments	6.1.8.1.5	Residential - Existing Apartment Building, Re: 31.1.1.2	Proposed: 17 Units
Building Construction	Table 602		Table 8.2.1.2		
	All Levels	Type IIIB - Combustible Unprotected	30.1.6	Existing Apartment Building Type III (200) Provided	Ordinary Construction
Height & Area Limitations	Table 503	See IBC 2003 - Code Calculations			
Height Modifications	504.2	See IBC 2003 - Code Calculations			Sprinklered - NFPA 13 5 stories / 56'-4"
Maximum allowable height		4 stories / 55' (plus modifications)			
Area Modifications	506.2	See IBC 2003 - Code Calculations			
Maximum allowable area	506.3 506.1	See IBC 2003 - Code Calculations See IBC 2003 - Code Calculations			
Fire ratings	Table 602	Loadbearing Ext walls - 2 hr	Table 8.2.1.2	Loadbearing Ext walls - 2 hr	2 hour
		Nonloadbearing Ext walls - 0 hr		Nonloadbearing Ext walls - 0 hr	0 hour
	Table 1016.1	Exit access corridors - 1/2 hour (with sprinkler system)	30.3.6.1.2	Exit access corridors - 1/2 hour	1/2 hour (1 hour protected wood frame provided)
	1019.1	Fire Enclosure of 6 story Vertical Exit Enclosures - 2 hour	30.2.2.1.2	Exit access corridor doors - 20-minute self-closing & latching Exits: 2 Hour (Sprinklered)	20 minute doors, spring hinges 2 hour
	707.4	5 story Shafts & Elevator Hoistways - 2 hr	30.3.1.1.4	Shafts: 2 Hour (Sprinklered) and 1-hour doors	2 hour
	708.3 711.3	Dwelling Unit Separation - 1/2 hour Dwelling Unit Separation floor and roof - 1 hour	30.3.7.2	Dwelling Unit Separation - 1/2 hour	1/2 hour 1 hour
	Table 601	Interior loadbearing walls - 0 hour			0 hour
	Table 601	Int. nonloadbearing walls - 0 hour			0 Hour
	Table 601	Floor Construction - 0 hour			1 hour protected wood frame provided at unit separations
	Table 601	Roof construction - 0 hour			0 hour protected provided
	Table 302.1.1	Boiler Rooms over 10 HP - 1 hour or automatic fire extinguishing	T 30.3.2.1.1	Boiler Rooms - 1 Hour and sprinkler	1 Hour & Sprinklered
	Table 302.1.1	Laundry Rooms over 100 s.f. - 1 hour or automatic fire extinguishing	T 30.3.2.1.1	Laundries over 100 s.f. - 1 hour and sprinklers with smoke partitions	Sprinklered
	Table 302.1.1	Storage Rooms over 100 s.f. - 1 hour or automatic fire extinguishing	T 30.3.2.1.1	Storage rooms outside of dwelling units - 1 hour OR sprinklers with smoke partitions	Sprinklered
Opening Protectives	Table 715.3	1/3 Hour Rated Exit access corridors - 20 min. Doors	30.3.6	Exit access corridor doors - 20-minute self-closing & latching	20 min.
	Table 715.3	1 Hour Barriers - 45 min. Doors			45 min.
	Table 715.3	1 Hour Shafts & Exits - 60 min. Doors			60 min.
Wired Glass Panels	Table 715.4.3	20 min. opening = Not limited			As required
		3/4 hour opening = 1296 sq in			As required
		1-1/2 hour opening = 100 sq in			As required

Interior Flame Spread Index	Table 803.5	Required vertical exits and passageways - C	30.3.3.2	In exits - Class A	As required
	Table 803.5	Corridors providing exit access - C	30.3.3.2	Lobbies and corridors - Class A or B	As required
	Table 803.5	Rooms or enclosed spaces - C	30.3.3.2 30.3.3.3	Other Spaces - Class A, B or C Exit enclosures and corridor floors - Not less than Class II	As required
Occupant Load	T 1004.1.2	Residential Occupancy = 1/200 GSF	Table 7.3.1.2	Residential Apartment occupant load = 1/200 SF	Refer to IBC 2003 Code Calculations, NFPA the same.
	T 1004.1.2	Storage areas, mechanical equipment rooms = 1/300 GSF		Storage areas, mechanical equipment rooms = 1/300 GSF	
Means of Egress					Refer to IBC 2003 Code Calculations, NFPA the same.
Emergency Lighting	1011.1 (exc. #2)	Exit Signs are required except at main exterior exit doors	7.10.1.2	Exit Signs are required except at main exterior exit doors	Provided
	1006.1	Emergency lighting is required except in dwelling units	30.2.9	Emergency lighting is required	Provided
Fire Suppression Systems	903.2.7	13 Required	30.3.5	13 Required	13 Provided
Standpipes	905.3	Required, Class I		Required	Provided
Fire Alarm Systems	907.2.9	Required	30.3.4.1.3	Required	Provided
Smoke Detectors	907.2.10.1.2	Required	30.3.4.5.1	Required outside every sleeping area	Provided
CO Detectors		Not Required		Not Required	Provided per Maine Law
Extinguishment requirements	906	Portable fire extinguishers shall be installed as per NFPA 10	30.3.5.11	Not Required	Provided

↓

CO DETECTORS
Req.
STATE LAW

International Building Code 2003 - Code Calculations

Code Calculations - Emerson Building

Section 302.3.2 Separated Uses

M (Mercantile) to R2 (Residential Apartments)
M (Mercantile) to S-1 (Residential Apartments)

1 Hour Required (Sprinkled per 903.3.1.1), 1 Hour Provide
0 Hour Required, 1 Hour Provided per Table 508.2

Building Use Summary		Storage S-2	Business B	Assembly A-3	Residential R-2
Number of Floors (Proposed)		1	1		5
Level 0	Basement	4,399	192		2,412
Level 1	First Floor				7,003
Level 2	Second Floor				7003
Level 3	Third Floor				7003
Level 4	Fourth Floor				3337
Total floor area per use (SF)		4,399	192	0	26,758
Total Building Area		31,349			

Allowable Height and Building Areas Table 503		Storage S-2	Business B	Assembly A-3	Residential R-2
Type of Construction		IIIB	IIIB		IIIB
Number of Floors		4	4		4
Building Height (Feet)		55	55		55
Area (Square Feet)		26,000	19,000		16,000

Frontage Calculations 506.2		North	East	South	West
Frontage		88.00	78.00	88.00	78.00
Width		24	24	24	24
Total Frontage		332.00	332.00	332.00	332.00
Perimeter		332.00	332.00	332.00	332.00
Frontage increase $I(f) = 100[F/P - 0.25]W/30$		75.00%	75.00%	75.00%	75.00%

Area Modifications 506		Storage S-2	Business B	Assembly A-3	Residential R-2
Allowable tabular area		100%	100%		100%
Increase for frontage		75.00%	75.00%		75.00%
Increase for sprinklers (NFPA 13R system)		200%	200%		200%
Total percentage factor		375%	375%		375%
Conversion factor		3.75	3.75		3.75
Adjusted Allowable Building Area		97,500	71,250		60,000
Actual building area		4,399	192		24,984
If Actual building area < Adjusted, then OK		OK	OK		OK
Require Fire Wall Separation per 506.4 (c)		0	0	0	0

Section 504 Height Modifications	R-2 Use Group	
	Feet	Stories
Actual building height *	56'-4"	5

Tabular building height - Type IIIB		55	4
Increase for sprinklers (NFPA 13 system)		20	1
Allowable building height (b)		75	5

Section 506.4 Area determinations

Total floor area (all stories)	4,399	192	26,758
A. Allowable area per floor (SF)	97,500	71,250	60,000
B. Number of Applicable Floors (Exception 2)	1	2	5
C. Tabular area A x B	97,500	142,500	300,000
If C > Total Building Floor Area, then OK	OK	OK	OK

Table 601 Fire Resistance Ratings (hours)

	M Use	Provided	R-2 Use	Provided
	IIIA	IIIA	IIIA	IIIA
Structural Frame including Columns	0	0	0	0
Bearing Walls - Exterior	2	2	2	2
Bearing Walls - Interior	0	0	0	0
Nonbearing Walls - Interior	0	0	0	0
Floor Construction including Beams	0	0	0	0
Roof Construction including Beams	0	0	0	0

704.8 Allowable area of openings

Table 704.8

- Between 5-10' - Unprotected 10% Max, Protected 25% Max
- Between 10-15' - Unprotected 15% Max, Protected 45% Max
- Between 15-20' - Unprotected 25% Max, Protected 75% Max
- Between 20-25' - Unprotected 45% Max, Protected No Limit
- Between 25-30' - Unprotected 25% Max, Protected No Limit
- >30' - Unprotected No Limit, Protected No Limit

Provided: "Unprotected"

OK

Section 707 Shaft Enclosures

Required fire rating	2 hours	
Provided	2 hours	Existing

Section 708 Fire Partitions

Required fire rating - dwelling unit separation - NFPA 13 sprinkler system	1/2 hour	
Provided	1/2 hour	Existing

Section 903.2.10.3 Buildings over 55 feet in height

Automatic Sprinkler System Required, Provided

Section 1004 Occupant Load	Storage S-2	Business B	Assembly A-3	Residential R-2
Floor area allowance - persons/SF	300	100		200
Largest Floor area (SF)	4,399	192		7,003
Occupancy load per floor	15	2		35

Section 1005 Required Egress Width

Total Stairway Width - 0.3"/person	4.4	0.6	10.5
Provided (See Plans)	N/A	N/A	92
Egress Doors - 0.2"/person	2.9	0.4	7.0

Provided - minimum @ doorways	68	68	68
Provided 34" Clear Door Leafs	2	2	2

Section 1018 Number of Exits

Required	2	2	2
Provided	2	2	2



Certificate of Design Application

From Designer: DAN BURNE P.E. / BECKER STRUCTURAL ENGINEERS
 Date: 10/26/09
 Job Name: MUNJOY COMMONS - EMERSON
 Address of Construction: 13 EMERSON ST.

RECEIVED
 DEC - 3 2009
 Dept. of Building Inspections
 City of Portland Maine

2003 International Building Code
 Construction project was designed to the building code criteria listed below:

Building Code & Year 2003 IBC Use Group Classification (s) S2 (Storage) B (Office) R2 (Residential Apartments)
 Type of Construction TYPE III B
 Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES
 Is the Structure mixed use? YES If yes, separated or non separated or non separated (section 302.3) SEPARATED
 Supervisory alarm System? YES Geotechnical/Soils report required? (See Section 1802.2) YES

Structural Design Calculations

COMPLETED Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)
 Floor Area Use Loads Shown
PRIVATE ROOMS +
CORRIDORS SERVING 40 PSF
PUBLIC ROOMS +
CORRIDORS SERVING 100 PSF

Wind loads (1603.1.4, 1609)

METHOD 2 Design option utilized (1609.1.1, 1609.6)
100 MPH Basic wind speed (1809.3)
1.0 Building category and wind importance Factor, I_w (table 1604.5, 1609.5)
C Wind exposure category (1609.4)
±0.18 Internal pressure coefficient (ASCE 7)
45 PSF Component and cladding pressures (1609.1.1, 1609.6.2.2)
32 PSF Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

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

N/A - EXISTING STRUCTURE + SEISMIC UPGRADE NOT REQ'D.

N/A Live load reduction
12 PSF Roof live loads (1603.1.2, 1607.11)
42 PSF + DRIFT Roof snow loads (1603.7.3, 1608)
60 Ground snow load, P_g (1608.2)
42 PSF + DRIFT IF $P_g > 10$ psf, flat-roof snow load P_f
0.9 IF $P_g > 10$ psf, snow exposure factor, C_e
1.0 IF $P_g > 10$ psf, snow load importance factor, I_s
1.1 Roof thermal factor, C_t (1608.4)
42 PSF Sloped-roof snowload, P_s (1608.4)
N/A Seismic design category (1616.3)
N/A Basic seismic force resisting system (1617.6.2)
N/A Response modification coefficient, R , and deflection amplification factor, C_d (1617.6.3)
N/A Analysis procedure (1616.6, 1617.5)
N/A Design base shear (1617.4, 1617.5.1)
 Flood loads (1803.1.6, 1612)
N/A Flood Hazard area (1612.3)
N/A Elevation of structure
 Other loads
N/A Concentrated loads (1607.4)
N/A Partition loads (1607.5)
N/A Misc. loads (Table 1607.3, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



Certificate of Design Application

From Designer: DAN BURNE P.E. / BECKER STRUCTURAL ENGINEERS
 Date: 10/26/09
 Job Name: MUNJOY COMMONS - EMERSON
 Address of Construction: 13 EMERSON ST.

2003 International Building Code
 Construction project was designed to the building code criteria listed below:

Building Code & Year 2003 IBC Use Group Classification (s) S2 (Storage) B (Office) R2 (Residential Apartments)
 Type of Construction Type IIB Combustible Unprotected

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES
 Is the Structure mixed use? YES If yes, separated or non separated or non separated (section 302.3) SEPARATED
 Supervisory alarm System? YES Geotechnical/Soils report required? (See Section 1802.2) YES

Structural Design Calculations

COMPLETED Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (703.11, 1887)
 Floor Area Use Loads Shown
PRIVATE ROOMS +
CORRIDORS SERVING 40 PSF
PUBLIC ROOMS +
CORRIDORS SERVING 100 PSF

Wind loads (1603.1.4, 1609)

METHOD 2 Design option utilized (1609.1.1, 1609.4)
100 MPH Basic wind speed (1609.3)
1.0 Building category and wind importance Factor, I_w (table 1604.5, 1609.5)
C Wind exposure category (1609.4)
R0.1B Internal pressure coefficient (ASCE 7)
45 PSF Component and cladding pressures (1609.1.1, 1609.4.2.2)
32 PSF Main force wind pressure (703.1.1, 1609.4.2.1)

Earth design data (1603.1.5, 1614-1623)

N/A Design option utilized (1614.1)
N/A Seismic use group ("Category")
N/A Spectral response coefficients, S_D & S_1 (1615.1)
N/A Site class (1613.1.5)

N/A - EXISTING STRUCTURE + SEISMIC UPGRADE NOT REQ'D.

N/A Live load reduction
12 PSF Roof live loads (1603.1.2, 1607.11)
42 PSF + DRIFT Roof snow loads (1603.7.3, 1609)
60 Ground snow load, P_g (1608.2)
42 PSF + DRIFT If $P_g > 10$ psf, flat-roof snow load P_f
0.9 If $P_g > 10$ psf, snow exposure factor, C_e
1.0 If $P_g > 10$ psf, snow load importance factor, I_s
1.1 Roof thermal factor, C_t (1608.4)
42 PSF Sloped roof snowload, P_s (1608.4)
N/A Seismic design category (1616.5)
N/A Basic seismic force resisting system (1617.4.2)
N/A Response modification coefficient, R , and deflection amplification factor, C_d (1617.4.2)
N/A Analysis procedure (1616.4, 1617.5)
N/A Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

N/A Flood Hazard area (1612.3)
N/A Elevation of structure

Other loads

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



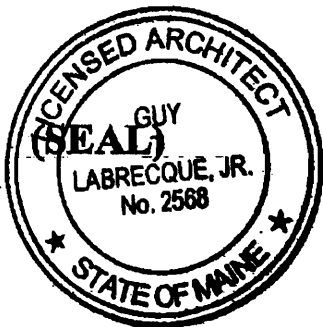
Accessibility Building Code Certificate

Designer: CWS Architects

Address of Project: 13 Emerson St.

Nature of Project: Munjoy Commons - Emerson
Renovate 22 apartments units.

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:

Title: Vice-President

Firm: CWS Architects

Address: 434 Cumberland Ave
Portland, ME 04101

Phone: 207-774-4441

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



Certificate of Design

Date: October 30, 2010

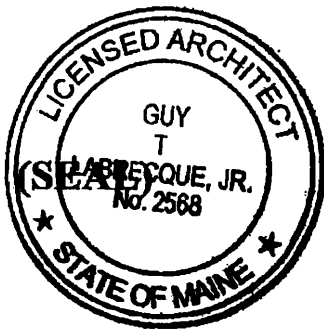
From: CWS Architects

These plans and / or specifications covering construction work on:

Munjoy Commons - Emerson

Renovate 22 apartment units.

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:

Title: Vice-President

Firm: CWS Architects

Address: 434 Cumberland Ave.

Portland, ME 04101

Phone: (207) 774-4441

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

Fire Department Requirements

Location/Address of Construction: 13 Emerson St, Portland ME

Applicant: Avesta Housing
307 Cumberland Ave, Portland, ME 04104
207-553-7780

Architect: CWS Architects
434 Cumberland Ave, Portland, ME 04101
207-774-4441

Proposed use of structure: S2 (storage), B (office), R2 (residential apartments)

Total square footage: 30,000 sq ft Per story: 7,500 sq ft

Existing & proposed fire protection of structure: Sprinkler

NOV 18 2009

OPTION AGREEMENT

OPTION granted this 1st day of November, 2008, by SHAILER EMERSON ASSOCIATES LIMITED PARTNERSHIP, a Maine limited partnership with a place of business in Portland, Maine and mailing address in care of Avesta Consulting Services, Inc., 307 Cumberland Avenue, Portland, Maine 04101, formerly known as Shailer Emerson Associates, hereinafter called the "Grantor," to AVESTA MUNJOY COMMONS LP, a Maine limited partnership with principal offices at 307 Cumberland Avenue, Portland, County of Cumberland and the State of Maine, hereinafter called the "Grantee."

1. In consideration of the sum of One Dollar (\$1.00) (the "Option Consideration") and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee the exclusive and irrevocable right and option for and during the period from the date hereof to December 31, 2009, to purchase two lots of land with the buildings and improvements thereon, described as follows: (i) the former Shailer School, located at 58 North Street, Portland, Maine, identified on the City of Portland assessment records as Map 13, Block K, Lot 1, consisting of 19,860 square feet of land, more or less, improved by a brick building containing 18 dwelling units, described in a deed to Grantor recorded in the Cumberland County Registry of Deeds in Book 6405, Page 1, and (ii) the former Emerson School, located at 13 Emerson Street, Portland, Maine, identified on the City of Portland assessment records as Map 14, Block K, Lot 8, consisting of 29,200 square feet of land, more or less, improved by a brick building containing 22 dwelling units, described in a deed to Grantor recorded in the Cumberland County Registry of Deeds in Book 6387, Page 188, and all related fixtures and personal property (collectively the "Property"), for the total purchase price of one million five hundred thousand DOLLARS (\$1,500,000), which shall be paid by cashier's check or wire transfer, upon the delivery of a warranty deed conveying good and marketable title as hereinafter provided. This option is subject to Grantor's receipt of approval of the sale by Grantor's Limited Partners, to the extent required under Grantor's Limited Partnership Agreement.

2. Written notice of the Grantee's election to purchase under the terms of this Option shall be given to the Grantor addressing the same to the Grantor at the address set forth at the beginning of this Agreement via certified mail, prior to the expiration date set forth above.

3. If the Grantee shall exercise its Option under this Agreement, the Grantor shall deliver at the closing good and marketable title in fee simple to the Property, free and clear of all liens, claims and encumbrances, and shall convey the same by warranty deed.

4. If this Option is exercised, the following provisions shall be applicable: The closing shall take place on the latest to occur of (i) February 28, 2010 or (ii) no later than ninety (90) days after the date of final financing approval from all lenders required to finance the acquisition and rehabilitation of the Property, at a mutually convenient place, date and time. The Option Consideration will be credited against the purchase price at the closing. Real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill. The Maine real estate transfer tax shall be paid by Grantor and Grantee in accordance with 36 M.R.S.A. § 4641-A. The recording fee for the deed of conveyance and any expenses related to

any mortgage which Grantee may grant to a lender in connection with the purchase of the Property shall be paid for by Grantee. Grantor shall deliver possession of the Property to Grantee at the closing, free of all leases, tenancies or occupancies by any person, except tenants in good standing at the Property. Grantor shall provide a current rent roll and shall update the rent roll immediately prior to closing.

5. The Grantor grants to the Grantee, and its duly authorized agents and employees, the right during the term of this Agreement at any and all times, with reasonable notice, to enter in and upon the Property to inspect the same and to make surveys and measurements and to conduct environmental and soils tests, building inspections and evaluations including test pits, all as shall be deemed necessary by the Grantee at Grantee's sole expense. Grantor will not be liable for agents or employees of Grantee while on said Property. Without limiting the generality of the foregoing, this Option and Grantee's exercise thereof are subject to a determination by Maine State Housing Authority as to the desirability of the Property for Grantee's intended use as a result of the completion of the environmental review process required by HUD.

6. At least thirty (30) days prior to closing, Grantee shall conduct or cause to be conducted a title examination of the Property covered by this Option and shall advise the Grantor of any defects or encumbrances which would in Grantee's sole judgment prevent Grantor from conveying title as required in Section 3 above. Upon receipt of notice from the Grantee of any such defect, Grantor shall immediately proceed to correct any such deficiency or encumbrance. If within thirty (30) days following receipt of notice of a defect in title from the Grantee to the Grantor, the Grantor shall not have corrected such deficiency or eliminated such encumbrance, this Agreement shall terminate, and the Option Consideration shall be returned to Grantee, provided, however, the thirty (30) day period may be extended by mutual agreement of the Grantee and Grantor.

7. If the Grantee shall fail to exercise this Option within the time provided in Section 1 above, or if the Grantee is unable to obtain the permits or approvals as described in Section 8, then this Agreement shall be null and void and of no further effect. In the event the Grantee is unable to obtain the permits or approvals as described in Section 8, the Option Consideration will be returned in full to Grantee, and neither party shall have any further rights or claims against the other.

8. It is understood and agreed between the parties that the Grantee intends to acquire the Property for the purpose of rehabilitating the Shailer and Emerson Schools utilizing the low income housing tax credit and other financing programs. Grantee also agrees to proceed promptly to obtain all necessary zoning, building and other land use approvals, permits and licenses as may be required by local, state and/or federal regulatory agencies for the renovations, at the sole discretion of the Grantee. The parties agree that in the event that any regulatory agency having jurisdiction over the property covered by this Option shall refuse to issue approvals, permits or licenses necessary for the rehabilitation of the Property, or in the event the Grantee does not receive a Notice to Proceed from Maine State Housing Authority with respect to Grantee's application for tax credits, then this Agreement shall at the sole option of Grantee be null and void and of no further effect, and the Option Consideration shall be returned to Grantee.

9. The Grantor shall cooperate with Grantee's efforts to obtain all federal, state or local permits and approvals for Grantee's intended use of the Property. Grantor agrees, if requested by

Grantee due to the requirements of any federal, state or local agency, to allow Grantee to apply in Grantor's name for the land use permits or approvals as may be required in order to develop the Property as contemplated.

10. Grantor and Grantee acknowledge that any real estate commissions due by reason of any listing agreement or agency relationship shall be paid by Grantor. Grantor shall indemnify and hold Grantee harmless from the claims and demands of any and all real estate brokers with respect to this transaction.

11. The risk of loss or damage shall remain on Grantor at all times from the date of this Option until closing and Grantor shall keep the Property insured against fire and other extended coverage risks until the closing. In the event of any substantial damage to the Property, which damage is not repaired so that the Property is restored to its present condition on or before the date set for closing, Grantee may either (a) terminate this Option and receive back the Option Consideration, (b) accept the insurance proceeds payable by reason of such damage or destruction and close notwithstanding the same, or (c) accept title to the Property and receive an appropriate reduction in the purchase price.

12. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, executors, administrators, assigns and successors.

13. This option and all rights hereunder shall be assignable by the Grantee to an entity controlled by Grantee without the written agreement of the Grantor. Original or faxed signatures of this Agreement are binding.


14. The Grantee represents and warrants that it is a duly organized limited partnership, validly existing and in good standing under the laws of the State of Maine, and that the execution and perfections of this Option Agreement have been duly authorized. Grantor shall obtain all consents (including limited partner consents) required to (i) enter into this Agreement and (ii) transfer the Property to Grantee.

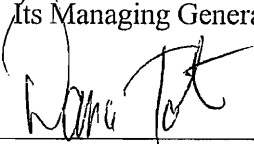
15. The interpretation, construction and perfection of this Agreement shall be governed by the laws of the State of Maine.

WITNESS:

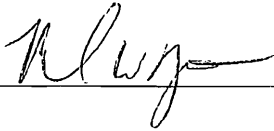
SHAILER EMERSON ASSOCIATES
LIMITED PARTNERSHIP, Grantor

BY: Avesta Consulting Services, Inc.,
Its Managing General Partner



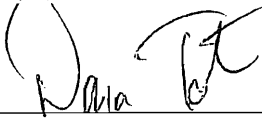
By: 

Dana Totman, its President and CEO,
AVESTA MUNJOY COMMONS LP,
Grantee



BY: Pinetree Housing Development I LLC,
Its General Partner

By: Avesta Housing Development
Corporation, its sole Member

By: 
_____ Dana Totman, its President and CEO

BUILDING PERMIT INSPECTION PROCEDURES

Please call **874-8703** or **874-8693 (ONLY)**

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.


A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling
- Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

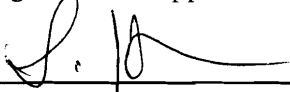
If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

1.15.10
Date



Signature of Inspections Official

1.15.10
Date