



06/27/2018

Permitting and Inspections Department
Michael A. Russell, MS, Director

Commercial Interior Alteration Checklist

(Including change of use, tenant fit-up*, amendment and/or interior demolition)

All applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Commercial Interior Alterations Checklist** (this form)
- Plot plan/site plan** showing lot lines, shape and location of all structures, off-street parking areas and noting any dedicated parking for the proposed business
- Proof of Ownership or Tenancy** (If tenant, provide lease or letter of permission from landlord. If owner, provide deed or purchase and sale agreement if the property was purchased within the last 6 months.)
- Key plan** showing the location of the area(s) of renovation within the total building footprint and adjacent tenant uses
- Life Safety Plan** drawn to scale, showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems
- Existing floor plans/layouts** drawn to scale, including area layout, removals, exits and stairs
- Proposed floor plans/layouts** drawn to scale, including dimensions, individual room uses and plumbing fixtures
Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated [Policy on Requirements for Stamped or Sealed Drawings](#).

Additional plans may also require the following (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

- Code information** including use classifications, occupant loads, construction type, existing/proposed fire alarm, smoke and sprinkler protection systems, egress (exits and windows), fire separation areas and fire stopping
- Demolition plans and details for each story** including removal of walls and materials
- Construction and framing details** including structural load design criteria and/or non-structural details
- New stairs** showing the direction of travel, tread and rise dimensions, handrails and guardrails
- Wall and floor/ceiling partition types** including listed fire rated assemblies
- Sections and details** showing all construction materials, floor to ceiling heights, and stair headroom
- New door and window schedules** (include window U-factors)
- Accessibility features and design details** including the Certificate of Accessible Building Compliance
- Project specifications manual**
- A copy of the State Fire Marshal construction and barrier free permits.** For these requirements visit:
http://www.maine.gov/dps/fmo/plans/about_permits.html

Food service occupancies require additional plans and details for review, such as occupant load per square foot area for tables and chairs, number of fixed bar, banquet and booth seating, equipment and plumbing fixture plans with schedule, hood location and interior finish materials. Accessible seating and counter details shall be included, please refer to this site: http://www.alphaonenow.org/userfiles/resto_access_sheet.pdf

Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.

*Tenant fit-up: construction necessary within the demising walls of a leased space, including partitions, finishes, fixtures, lighting, power, equipment, etc. making the interior space suitable for the intended occupation.



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Approved with Conditions

DLN: 1001840024505/2018

QUITCLAIM DEED WITHOUT COVENANT

MAINE REAL ESTATE TAX-Paid


CITY OF PORTLAND, a body corporate and politic and Maine municipal corporation (“Grantor”), FOR CONSIDERATION PAID, releases to **HAL, LLC**, a Maine limited liability company having a mailing address of 48 Union Wharf, Portland, Maine 04101 (“Grantee”), certain real property, together with any improvements thereon, located on Hanover Street and Alder Street, in the City of Portland, County of Cumberland and State of Maine (the “Premises”), more particularly described on Exhibit A attached hereto and made part hereof.

Grantee covenants and agrees by acceptance of this Deed that the Premises herein conveyed is subject to the Declaration of Covenants set forth in Exhibit B attached hereto and hereby made a part hereof.


IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by Jon P. Jennings, its City Manager, duly authorized, on this 6 day of April, 2018.

WITNESS:

CITY OF PORTLAND



Michael Goldman

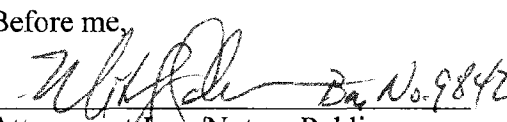


Jon P. Jennings
Its City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

April 6, 2018

Personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said City of Portland.

Before me,


Attorney-at-Law/Notary Public
Commission Expires:
Print Name: Michael Goldman



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Exhibit A

Hanover Street and Alder Street

A certain lot or parcel of land located on the northeasterly side of Hanover Street and the southwesterly side of Alder Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at an aluminum disk set at the intersection of the northeasterly sideline of Hanover Street and the southeasterly sideline of the former location of Lancaster Street, said Lancaster Street being discontinued between Hanover Street and Alder Street by Order No. 253 of the Portland City Council on May 1, 1995. Thence:

- 1) N 23°56'25" W by said Hanover Street a distance of Fifteen and 10/100 (15.10) feet to a point at land now or formerly of Bopo, LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 32354, Page 176;
- 2) N 72°42'45" E by said land of Bopo, LLC a distance of One Hundred Two and 54/100 (102.54) feet to a point at land formerly of the Portland Terminal Company as described in a deed recorded in said Registry in Book 938, Page 26;
- 3) S 23°08'15" E by said land of the Portland Terminal Company a distance of Nine and 42/100 (9.42) feet to a point;
- 4) N 66°46'30" E by said land of the Portland Terminal Company a distance of Ninety-Six and 01/100 (96.01) feet to a point on the southwesterly sideline of Alder Street;
- 5) S 22°33'00" E by said Alder Street a distance of Fifteen and 63/100 (15.63) feet to an aluminum disk set;
- 6) S 22°33'00" E by said Alder Street a distance of Ninety-Six and 50/100 (96.50) feet to land now or formerly of Demian Trask-Annies as described in a deed recorded in said Registry in Book 27606, Page 199;
- 7) S 67°27'00" W by said land of Trask-Annies a distance of Ninety-Five and 96/100 (95.96) feet to a point;
- 8) S 22°16'04" E by said land of Trask-Annies, and by land now or formerly of 38-40 Alder, LLC as described in a deed recorded in said Registry in Book 28278, Page 82, a distance of Ninety-Six and 14/100 (96.14) feet to an iron pin set (capped 5/8" rebar) at the northerly corner of land now or formerly of Peninsula Community LP as described in a deed recorded in said Registry in Book 17526, Page 252;
- 9) S 66°57'02" W by said land of Peninsula Community LP a distance of Ninety-Six and 28/100 (96.28) feet to an aluminum disk set on the northeasterly sideline of said Hanover Street;
- 10) N 23°56'25" W by said Hanover Street a distance of Two Hundred Eleven and 76/100 (211.76) feet to the point of beginning.

The above described parcel contains 32,755 square feet and being the same parcels described in deeds to the City of Portland as recorded in the Cumberland County Registry of Deeds in Book 3107, Page 591 and Book 919, Page 390, also being a portion of the property conveyed to the City of Portland as recorded in said Registry in book 921, Page 168, said parcels including a portion of said Lancaster Street as discontinued. Bearings are referenced to the Maine State Plane Coordinate System, West Zone, NAD83.



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Reference is herein made to a Plan of Boundary Survey, 52 Alder Street and 65 Hanover Street, made for the City of Portland by Titcomb Associates dated October 18, 2017.

The above described parcel is subject to a public easement reserved by the City of Portland in the discontinued portion of Lancaster Street for all purposes, including, without limitation, the maintenance, repair, or replacement of the existing 44-inch diameter brick sewer known as the North Side Interceptor Sewer.

**EXHIBIT B****Declaration of Covenants**

1. Payment In Lieu Of Property Taxes. Grantee covenants and agrees in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the Grantor in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Grantee shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.
2. Environmental Indemnification. Grantee covenants and agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Grantee or Grantor and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the Grantor's release, handling or storage of hazardous wastes or hazardous materials on the Premises.
3. The covenants and agreements set forth herein may be amended or modified in whole or in part only by written agreement of Grantee and Grantor.
4. The Covenants set forth herein are intended to be and shall be considered covenants that run with the Premises and shall bind all subsequent owners of the Premises.
5. Except as specifically set forth herein, the Covenants set forth herein shall survive a sale, transfer, foreclosure or transfer of title in lieu of foreclosure, or other disposition of the Premises.
6. The Covenants set forth herein are enforceable by Grantor as a contract and shall inure to the benefit of and be enforceable by Grantor, its successors, and assigns.
7. The validity of any clause, part or provision of the covenants, restrictions, and option to repurchase herein shall not affect the validity of the remaining portions of thereof.



Portland, Maine



Yes. Life's good here.

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Certificate of Accessible Building Compliance

All facilities for the use of a public entity shall be readily accessible by individuals with disabilities.

Project Name: 65 Hanover st Project Address: 65 Hanover st

Classification: Title II (State/Local Government) Title III (Public Accommodation/Commercial Facility)

New Building

- Americans with Disabilities Act (ADA)
- Maine Human Rights Act (MHRA)
 - Barrier Free Certification (\$75,000+ scope of work)
 - State Fire Marshal Plan Review Approval

Alteration/Addition

- Existing Building Completion date:
 - Original Building: _____
 - Addition(s)/Alteration(s): _____
- Americans with Disabilities Act (ADA)
 - Path of Travel Yes No
- Maine Human Rights Act (MHRA)
 - Exceeds 75% of existing building replacement cost
 - Barrier Free Certification (\$75,000+ scope of work)
 - State Fire Marshal Plan Review Approval

Occupancy Change/Existing Facility

- New Ownership – Readily Achievable Barrier Removal: _____

Residential

- Americans with Disabilities Act (ADA)
- Fair Housing Act (4+ units, first occupancy)
- Maine Human Rights Act (MHRA)
 - Covered Multifamily Dwelling (4+ units)
 - Public Housing (20+ units)
- Uniform Federal Accessibility Standards (UFAS)
- None, explain: _____

Contact Information:

Design Professional:
Matthew Ahlberg

Signature
(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)

Name: Matthew Ahlberg

Address: 48 union wharf
Portland, ME 04101

Phone: 207-210-4421

Maine Registration #: 4401

Owner:
Robert Barrett

Signature
(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)

Name: Robert Barrett

Address: 48 union wharf
Portland, ME 04101

Phone: 207-210-4421