





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

Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

08/20/2018

**Electronic Signature and Fee Payment Confirmation**

This is a legal document and your electronic signature is considered a legal signature per Maine state law. You will receive an e-mailed invoice from our office which signifies that your electronic permit application has been received and is ready for payment. Please pay by one of the following:

- Electronic check or credit card: [portlandmaine.gov/payyourpermit](http://portlandmaine.gov/payyourpermit)
- Over the phone at (207) 874-8703
- Drop off to Room 315, City Hall
- Mail to:

**City of Portland  
Permitting and Inspections Department  
389 Congress Street, Room 315  
Portland, Maine 04101**

By signing below, I understand the review process starts once my payment has been received. After all approvals have been completed, my permit will be issued via e-mail. Work may not commence until permit is issued.

Applicant Signature: \_\_\_\_\_ Date: 5/3/17

I have provided electronic copies and sent them on: \_\_\_\_\_ Date: 5/3/17

**NOTE:** All electronic paperwork must be delivered to [permitting@portlandmaine.gov](mailto:permitting@portlandmaine.gov) or with a thumb drive to the office.

**If you or the property owner owes taxes or user charges on property within the City, payment arrangements must be made before a permit application is accepted.**



08/20/2018

WARRANTY DEED  
CORPORATION

**Know all Men by these Presents,**

That SAMUEL & SONS, INC., a Maine corporation with a principal place of business in Portland, Maine, a corporation organized and existing under the laws of the State of Maine and located at Portland in the County of Cumberland and State of Maine in consideration of One Dollar and other valuable considerations,

paid by JOHN J. QUIRK and SALLY L. QUIRK

and whose mailing address is 117 Spurwink Road, Scarborough, Maine

the receipt whereof it does hereby acknowledge, does hereby give.

grant, bargain, sell and convey, unto the said JOHN J. QUIRK and SALLY L. QUIRK, as tenants in common, their

heirs and assigns forever,

a certain lot or parcel of land, with the buildings thereon, and equipment, furniture and fixtures therein, situated on the easterly side of Casco Street in the City of Portland, County of Cumberland and State of Maine, and numbered 33, 35, 37 on said street, and bounded and described as follows, to wit:

Beginning at a point on said easterly side of said Casco Street where a line eight and one-half (8 1/2) inches northerly of and parallel with the northerly face of the brick wall of the school house belonging to the City of Portland, produced westerly would intersect said easterly side of Casco Street; said above-described line having been established by the City of Portland and Eli Webb, April 9, 1863; thence northerly by said Casco Street sixty-seven and thirty-seven hundredths (67.37) feet to the line of the northerly face of a retaining wall along the lot under description; thence easterly at or nearly at right angles to said street and along the westerly face of retaining walls one hundred forty and seven-tenths (140.7) feet to a fence on line of land now or formerly of the B. Littlefield Estate; thence southerly by said line and fence forty-six and nine-tenths (46.9) feet to a change in direction in said line; thence continuing more southerly on a straight line to an intersection with the established dividing line between the lot under description and that of the City of Portland at a point one hundred thirty and sixty-seven hundredths (130.67) feet from said Casco Street; thence westerly by said line one hundred thirty and sixty-seven hundredths (130.67) feet to the point of beginning. Containing 9,661 square feet.

Also hereby conveying all of its right, title and interest in and to the rights of way conveyed to the Grantor's predecessor in title by Maine Savings Bank by deed dated November 20, 1964, and recorded in the Cumberland County Registry of Deeds in Book 2868, Page 391.

Being the same premises conveyed to Grantor by deed of Saul G. Chason, et al, dated September 27, 1968, and recorded in the Cumberland County Registry of Deeds in Book 3059, Page 241.

Together with all interest in all leases of apartments in the Ambassador as landlord including without limitation key and security deposits.



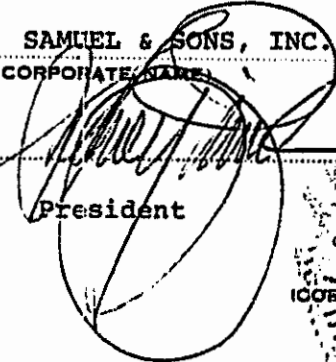



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In Witness Whereof, the said SAMUEL & SONS, INC.,  
has caused this instrument to be sealed with its corporate seal  
and signed in its corporate name by Sidney Zimelman  
, its President ,  
thereunto duly authorized, this 9th day of June  
in the year one thousand nine hundred and eighty-one.

Signed, Sealed and Delivered  
in presence of

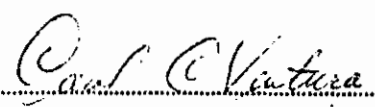
SAMUEL & SONS, INC.  
(CORPORATE SEAL)  
By   
Its President  


OHIO  
State of ~~Maine~~ <sup>Ohio</sup>

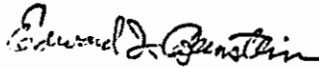
County of Hamilton ss. June 9, 19 81

Then personally appeared the above named Sidney Zimelman  
, President of said Grantor  
Corporation as aforesaid, and acknowledged the foregoing instrument  
to be his free act and deed in his said capacity, and the free act  
and deed of said corporation.

Before me,

  
CAROL C. VENTURA  
Notary Public, State of Ohio  
My Commission Expires Dec. 11, 1988  
Justice of the Peace.  
Notary Public.  
Attorney at Law.



JUN 12 1981  
REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at 11 H 44 AM, and recorded in  
BOOK 4798 PAGE 12  Register



## BUILDING MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of May, 2016 by and between Ambassador, LLC (OWNER) and Port Property Management, Inc. (MANAGER).

Reviewed for Code Compliance  
Per City of Portland Board of Apartment  
Approved with Conditions

08/20/2018

### WITNESSETH:

**WHEREAS**, Owner holds title to certain building and adjacent real estate, which real estate is known as 37 Casco Street Portland, ME 04101 (Map 37, Black D, Lot 7) together hereinafter referred to as “the Building” and

**WHEREAS**, Manager is engaged in the business of managing, operating, leasing and maintaining Apartment buildings, and related properties; and

**WHEREAS**, the parties hereto desire to enter into an agreement under which Manager will lease, manage, operate and maintain the Buildings on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the premises, mutual covenants and agreements contained herein, it is mutually agreed by and between Owner and Manager as follows:

- I.** Owner hereby appoints Manager, an independent contractor, and Manager accepts the appointment, to lease, manage, operate and maintain the Buildings and to furnish other services as requested, subject to the limitations on expenses as set forth in Paragraph 4 (j) hereof.
- II.** This Agreement shall commence on the 18<sup>th</sup> day of May 2016 and shall continue in force for five (5) years and thereafter from year to year. If this Agreement is not terminated at the end of the initial five-year term, then this Agreement shall automatically renew for an additional one-year term on its existing terms and conditions, provided that the Agreement is in effect and that none of the parties are in default.

Upon any termination of the Agreement, (i) the parties hereto shall account to each other with respect to all matters outstanding, including revenues collected; (ii) Manager’s right to possession of Owner’s property as agent for Owner shall immediately cease and Manager shall then deliver to Owner all moneys then in Manager’s possession; (iii) Manager shall deliver to Owner as received any monies due Owner under this Agreement but received by Manager after such termination; (iv) Manager shall deliver to Owner all materials and supplies, copies of books and records, keys, contracts and documents, copies of customer lists and such accountings, papers and records pertaining to the Building as Owner shall request; and (v) Manager shall assign such existing contracts relating to operation and maintenance of the building as Owner shall require, provided that Owner shall agree to assume all responsibility thereunder. Within 45 days after any such termination, Manager shall deliver to Owner the financial reports and statements required by this Agreement for any period not covered by such reports at the time of termination, and shall deliver to Owner the reports and statements required by this Agreement including reports and statements for the operating period to the date when Manager shall cease managing the building.

- III.** It is fully understood and agreed that Manager is an independent contractor in the performance of the agreements herein undertaken to be performed, and Manager shall, subject to the limitations herein, have full power and authority to select the means, method and manner of performing the obligations herein assumed, in order to achieve satisfactory operation, management, leasing and maintenance of the Building.

### **IV. MANAGER COVENANTS AND AGREES:**

- A. To faithfully and diligently render the services on its part to be performed hereunder during the term hereof.
- B. Protect and preserve the titles and interests of the Owner with respect to the Building and other assets owned by the Owner.
- C. Retain or employ and coordinate the services of all employees, supervisors, vendors, subcontractors, architects, engineers, accountants, attorneys and other persons necessary or appropriate to carry out the



business of the Owner; provided, however, Manager shall not enter into any agreement with such persons which would require the Owner to pay more than \$5,000.00 at any one time to any such person unless such agreement has been approved by the Owner.

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- D. To the extent that funds of the Owner are available pay all debts and other obligations of the Owner.
- E. At Owner's expense, to purchase, provide, and pay for all janitorial and maintenance supplies, tools and equipment, apartment unit supplies, common area supplies, electrical supplies and light bulbs, boiler room supplies, paints, uniforms, stationary and office supplies incident to performance of the obligations herein assumed by Manager, except to the extent such services and materials are provided for by contract with another.
- F. To accept full responsibility to apply for, obtain and maintain all licenses and permits which may be required, and to comply with all laws and regulations of all applicable governmental authorities.
- G. To keep the Building clean and in good repair at all times, and to order and supervise the completion of such alterations, decorations and repairs as may be required from time to time, as required by the tenants, and subject to approval of Owner.
- H. Subject to the provisions of this Agreement, to negotiate contracts for all necessary utilities and services on behalf of Owner, including but not limited to contracts for electricity, gas, fuel, water, telephone, window cleaning, elevator maintenance, trash removal and other services such of them as Manager or Owner shall deem advisable.
- I. To generally do and perform or cause to be done and performed all things necessary, required or desirable to insure the proper and efficient management, operation and maintenance of the building all subject to the approved annual operating budget.
- J. To secure Owner's prior approval for all expenditures in excess of Five Thousand Dollars (\$5000.00) for any one item of operation, except monthly or recurring operation or maintenance charges or any repairs and maintenance necessitated as result of an emergency or other regularly budgeted expenses.
- K. To negotiate, administer and maintain the leases in regard to the Building; to insure that the rents due or to become due are collected; maintain evidence of insurance coverage that the tenants are required to carry pursuant to provisions in the leases; to evict tenants, and to recover rents and other sums due; and with Owner's approval, to settle, compromise and release such actions or suits or reinstate such tenancies.
- L. Advise and collect from the tenants in timely manner as provided in the tenants leases, as they relate to the escalation of rents resulting from increases in operational costs and real estate taxes, etc., any and all increased rents due Owner per the terms of the leases. Notices sent to tenants should be prepared and sent within thirty (30) days after each lease year providing the Owner with a copy of the correspondence as well as all data employed for the calculation of this escalation of rents.
- M. Manager shall be responsible for selection, employment, termination of employment, supervision, direction, training (including training employees as Manager determines is reasonably necessary) and assigning of the duties of all employees engaged in the operation of the Building, including stationary engineers, maintenance persons, porters, janitors, maids, watchmen and all other employees. The selection, terms of employment and termination thereof, including rates of compensation, and the supervision, direction, training and assignment of duties of such employees shall be the duty and responsibility of, and shall be determined or controlled solely by Manager, all salaries and wages of such employees shall be paid by Manager and charged as an expense of operation to Owner, provided, however, that any Manager's or assistant manager's salary and bonus arrangement must have the prior written approval of Owner which approval shall not be unreasonably withheld.



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**V. MANAGER FURTHER COVENANTS AND AGREES:**

- A. Manager shall carry Workmen's Compensation Insurance in accordance with the laws of the State of Maine. In the event any of the work hereunder is subcontracted, Manager will include in such subcontract a provision that the subcontractor shall carry Workmen's Compensation Insurance in accordance with the laws of the State of Maine. Manager shall also carry automobile insurance to the satisfaction of the owner.
- B. To accept full and exclusive responsibility and liability for payment of all Federal and State payroll taxes and for contributions for unemployment insurance, Social Security (F.I.C.A.) and other benefits imposed or assessed under any provision of any law or regulations, Federal or State, and which are measured by salaries, wages or other remuneration paid or payable by Manager to its employees engaged in any work in connection with this Agreement or incidental thereto, the payment of which Owner will reimburse Manager. Manager agrees to save Owner harmless from all claims for penalties, interest or cost which may be made or assessed under any law or any rules or regulations thereunder with respect to employees of Manager, temporary or full time, except any such claims incurred by reason of the conduct or active negligence of the Owner.
- C. To prepare and submit annual operating budgets for Owner's approval by December 1 of the preceding year.
- D. Manager will give the Owner the benefit of its best judgment and efforts in rendering the services required pursuant to this Agreement. Manager shall be liable for its willful malfeasance, bad faith and gross negligence in the conduct of its duties. Owner shall indemnify and save harmless Manager from all expenses (including reasonable counsel fees) to which Manager may become subject by reason of or arising out of the performance of its duties within the scope of this agreement; however, no such right of indemnity shall exist with respect to any liabilities, claims damages, cost or expenses which may be incurred by Manager by reason of its willful malfeasance, bad faith or gross negligence in the conduct of its duties. The foregoing provisions of this paragraph shall survive the termination of this Agreement, but this shall not be construed to mean that the Owner's liabilities or obligations hereunder survive as to the other provision of this Agreement.

**VI. MANAGER FURTHER AGREES:**

- A. To pay promptly to all of its employees all monies due to be paid to them and promptly pay for all supplies, merchandise, materials, labor, insurance or other items ordered, furnished or used by it in the performance of the obligations assumed hereunder.
- B. To maintain records for all supplies, tools and equipment purchased hereunder by Manager for use in the management, operation and maintenance of the Building. The same shall be delivered to and stored in the Building and shall remain the property of the Owner and shall be used only in connection with the Building.

**VII. Manager shall use its best efforts to lease vacant units in the Building to desirable tenants and shall perform such other services in connection with the leasing of such space as may be agreed on from time to time with Owner.**

Manager shall also, from time to time, at Owner's request, or on its own initiative, as the occupancy level warrants, and with Owner's approval, and at Owner's expense, plan and execute such merchandising and advertising programs as the parties hereto feel will result in an improved occupancy level for the Building.

Manager agrees to work with all brokers in regard to leasing and paying commissions as warranted to be reimbursed by Owner, Provided Owner has given its prior written approval.

**VIII. MANAGER SHALL ALSO:**

- A. Bill and collect all rentals monthly from all tenants, and shall bill and collect all other revenues which may accrue.





Maintain records of all rental income and charges and charge such rents and fees as are established by a schedule approved by Owner and maintain such rents and fees until a written revision of that schedule is received from the Owner.

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Insure that all leases or rental agreements made conform to the approved schedule and form lease approved by Owner. Owner shall receive executed originals of all leases for its records.

- B. Maintain an Operating Management Account. This account shall be maintained as a checking account for the payment of expenses incurred in the operation of the Building not otherwise provided for herein. Income from the operation of the Building shall be first deposited to this account. Monthly statements shall be provided to Owner for this account.

Manager is authorized and directed to make the following disbursements from the operating management account in the order and at the time periods specified below:

- (a) At the end of every month, operating expenses for the month shall be paid out of the operating management account before other disbursements are made. Overhead expenses of Manager such as Pro-Rata Home office expenses and traveling and entertainment expenses shall be included in operating expenses and shall be charged to Owner.
- (b) Manager shall next pay fixed charges for the Building. Fixed charges shall be defined for purpose of this document as mortgage payment, taxes, and insurance. Owner is to be furnished copies of paid tax receipts and assessment notices immediately upon receipt by Manager.
- (c) Monthly distributions (or more frequent distributions as may be called for by Owner) will be made to the Owner of all sums in this account in excess of one month's operating expenses.
- C. Maintain a separate account for security deposits, which will be opened in the form of an interest-bearing account. It is intended that this account shall be for any sums collected from the tenants in connection with the leasing of units within the building which are held for potential refund, whether in whole or in part, to the tenant at the expiration of its lease term.
- D. In the event of a cash deficit, Manager shall send notice, in the manner hereinafter provided, to the Owner specifying the amount of the deficit.
- E. The Manager shall provide quarterly financial statement to the Owner, prepared on a cash basis in accordance with generally accepted accounting principles, to be received within 30 days of the end of the quarter. The Manager shall also render such statements as the Owner may reasonably from time to time direct in writing.

Manager shall not be obligated to make any advance to or for the account of the Owner or to pay any sum except out of funds held or provided as aforesaid, nor shall Manager be obliged to incur any liability or obligation for the account of the Owner without assurance that the necessary funds for the discharge thereof will be provided.

#### **IX. OWNER SHALL:**

- A. Initially pay to Manager per month as a management fee for its management services 3.5% of gross rental income billed and received. Additionally, Owner shall pay Manager the actual reimbursable administrative expense for salaries and benefits of all maintenance personnel, property manager, administrative assistant, leasing agents and property account allocated to the Building. Owner shall also reimburse Manager for its pro-rata share of its office expenses, of which an estimate shall be prepared at the beginning of each year.
- a. All fees paid hereunder shall be paid in arrears on the last day of the month and shall be in full payment for management of all Building and there shall be no limit placed on such fee.



- b. Owner shall procure Commercial General Liability insurance in an amount of \$1 million per occurrence covering public liability risk relative to the property and agrees to name Manager as an Additional Insured. Further, Owner shall procure insurance covering the building and contents for such perils and limits, as Owner deems appropriate. Such property insurance shall contain a waiver of subrogation in favor of Manager.

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- X. Manager shall at all times keep and maintain full, true and accurate book of accounts to fully reflect all of the monies paid out under Agreement, which books and records shall be open to inspection and audit by Owner or its designee at all reasonable times during the term of this Agreement and for as long as necessary in case of termination hereof. Manager shall also furnish to Owner such reports regarding the management, leasing, operation or maintenance of the Building as Owner may desire.
- XI. Without written consent of the Owner, Manager shall not assume or enter into any contract or other unliquidated obligations pursuant to the terms of this agreement in connection with the Management, operation and maintenance of the Building which cannot be terminated upon thirty (30) days written notice by Manager.
- XII. In that the Owner is placing substantial reliance on the services of Manager, bankruptcy or other acts or indication of insolvency of Manager shall, at the option of the Owner, forthwith terminate this Agreement, whenever occurring.
- XIII. Any notice which either party may desire to give to the other or which may be required under the terms hereof shall be sufficient if delivered personally, or if sent by United States mail, postage prepaid and registered or certified, return requested, addressed as follows:

**TO OWNER: AMBASSADOR, LLC**  
**ATTN: TOM WATSON**  
**ITS: MANAGER**  
**104 GRANT ST.**  
**PORTLAND, ME 04101**

**TO MANAGER: PORT PROPERTY MANAGEMENT, INC**  
**ATTN: RUSS PIERCE**  
**ITS: VICE PRESIDENT**  
**104 GRANT ST.**  
**PORTLAND, MAINE 04101**

This Agreement shall be construed and interpreted under the laws of the State of Maine.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, but Manager shall not assign this Agreement without the prior written consent of Owner.



IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

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**“Owner”:** AMBASSADOR, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**“Manager”:** PORT PROPERTY MANAGEMENT, INC

By: \_\_\_\_\_

Title: \_\_\_\_\_



08/20/2018

**37 Casco Street, Permit #BLDC2018-00075**

**Demolition Plans: 37 Casco Street, Permit #BLDC2018-00075**

- Removing one 15' length of wall in basement to create a one-bedroom apartment in the front of the building.
- Removing one 10' length of wall (current back wall of mail room) to create studio apartment in previous first floor office space.
- No other demolition necessary.

**Construction & Framing Details 37 Casco Street, Permit #BLDC2018-00075**

Framing in new entry doors for units B2, B5 and B7.

Frame partition walls for unit B: 2 x 4 construction with 5/8<sup>th</sup> fire-rated drywall on both sides

Frame partition walls for unit 113: 2 x 4 construction with 5/8<sup>th</sup> fire-rated drywall on both sides

**Wall & Floor/Ceiling Partition Types 37 Casco Street, Permit #BLDC2018-00075**

Existing walls are wood-framed with either plaster or drywall finish, or brick with plaster finish

Ceilings are 5/8<sup>th</sup> fire rock drywall with suspended ceiling below

New walls are 2 x 4 construction with 5/8<sup>th</sup> fire-rated drywall on both sides

**Sections & Details 37 Casco Street, Permit #BLDC2018-00075**

2 x 4 wood framing spaced 16'' on center with 5/8<sup>th</sup> fire-rated drywall on both sides

**Accessibility Features & Design Details 37 Casco Street, Permit #BLDC2018-00075**

37 Casco Street has an elevator accessing basement up to 6<sup>th</sup> (top) floor

Front stairs access first through sixth (top) floor

Rear stairs access basement through sixth (top) floor

Floors one through six have two egresses

Basement has three egresses

**Stamped plans are required for this project**

**Please provide demo/existing conditions and proposed plans for the scope of work area**