Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

	CITY	OF PORTLA	ND	
Please Read Application And	BU	TION		
Notes, If Any, Attached		PERMIT	Permit Numbe	1 090749 38 (11.1)
This is to certify that	BOULAY RENAISSANCE LI	Taggar		AUG 1 2 2009
has permission to	Renovation to the Existing Firs	oor Spa		A(10 1 2 1.000
AT _93 HIGH ST		C	039 E008001	TOTAL DESIGNATION

provided that the person or persons, file or companion are pling this per<u>mit shall comply with all</u> of the provisions of the Statutes of Mane and of the Companion 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.

Notice ation or espectice must be give and written permissic procured before this building or premiere fill lather or otherwise sed-in. 2 HOL 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. CHOI. A Cheat

Health Dept.

Appeal Board

Chap 1 8/2/09

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-co	onstruction Meeting will take place upo	on receipt of your building permit.		
X Footing/Building Location Inspection: Prior to pouring concrete or precast piers		n: Prior to pouring concrete or setting		
X	X Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywa			
X	X Final inspection required at completion of work.			
		in projects. Your inspector can advise you if All projects <u>DO r</u> equire a final inspection.		
•	the inspections do not occur, the projections of the NOTICE OR CIRCU	•		
	CATE OF OCCUPANICES MUST BI ACE MAY BE OCCUPIED.	E ISSUED AND PAID FOR, BEFORE		
	Of Softy	12 August Zu-9		
Signature	e of Applicant/Designee	Date		
<u> </u>	ub Tuesto	0/10/09		
Signature	e of Inspections Official	Date		

CBL: 039 E008001 **Building Permit #:** 09-0749

389 Congress Street,		<u> </u>			09-0749		+	039 E0	
Location of Construction: Owner Name:		Owner Address: NAISSANCE LLC ONE CITY CENTER		' /	•	Phone:	5561		
						_	207-774	-3301	
Business Name: Contractor Name:			1	actor Address: Box 255/10 S		Eraana	Phone 2078652	201	
Lessee/Buyer's Name		Taggart Const		-	t Type:		гтееро	2078032	Zone:
Lessee/Duyer's Name		r none.			erations - Co	mmercial			B-3/R-6
D. ATI		D		<u> </u>				CEO District:	
Past Use: Commercial Offices		Proposed Use:	Afficacia/Lata Canal Cample	Perm	it Fee: \$990.00	Cost of Wor		LEO DISTRICT:	
Commercial Offices			Offices/1st, 2nd, 3rd novation to the Existing		DEPT:	!/		CTION:	
		First Floor Spa	•	****	L	Approved	1	roup:	Type
:	. ,	1 4 2	p.			Denied		L.)	
		frus-all 3,	Llaus. 	*	See Co	vdi Tions		IBC-D	La Co
Proposed Project Description Penavation to the Exist		· Snace		Ciana	(iel	\tilde{z}	Ci-mat	00	_
Renovation to the Exist	mg riisi riooi	space.		Signa	STRIAN ACT	IVITIES DIS	Signati	ure:	
				Actio	n: Appro	ved Ap	proved w	/Conditions	Denied
				Signa	ture: 			Date:	
Permit Taken By: lmd		oplied For: 7/2009			Zoning	g Approva	ıl		
			Special Zone or Revi	ews	Zoni	ng Appeal		Historic Pre	servation
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.		Shoreland		☐ Variance			Not in District or Landmark		
2. Building permits do not include plumbing, septic or electrical work.		Wetland	☐ Miscellaneous			☐ Does Not Require Review			
3. Building permits a within six (6) mont	ths of the date	of issuance.	☐ Flood Zone		Conditi	onal Use		Requires Re	view
False information repermit and stop all		a building	Subdivision		Interpre	tation		Approved	
			Site Plan		Approv	ed		Approved w	/Conditions
	and the second s		Maj ☐ Minor ፫ MM	П	Denied			Denied	
	PERMIT	Dille	l i					Any exteri	rwe
			Date: 7/20109 Argh		Date:			ate: Tavrus 61	consti
	AUG 1	2 2000						I (M Can)	MANIE
	AUG '	L 10.1						the His	1-
		M. N. 1972 N. 1 74	į					TICIENT	non .
	CITY OF T								
		agendance point (indigated to p.)							
			CERTIFICATI						
hereby certify that I am									
have been authorized burisdiction. In addition									
shall have the authority									
such permit.						. r			
GIONATURE OF ARRIVES			I DDD 100			D. A. T.	_		
SIGNATURE OF APPLICA	N I		ADDRES	2		DATE		PHO	ONE
RESPONSIBLE PERSON IN	N CHARGE OF W	ORK, TITLE				DATE		PHO	ONE

City of Portland, Maine - Building or Use Permit			Permit No:	Date Applied For:	CBL:
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716			09-0749	07/17/2009	039 E008001
ocation of Construction: Owner Name: O		Owner Address:		Phone:	
93 HIGH ST	BOULAY RENAISSANCE LLC		ONE CITY CENT	ER	207-774-5561
Business Name:	Contractor Name:	_	Contractor Address:		Phone
	Taggart Construction		PO Box 255/10 So	PO Box 255/10 South Street Freeport	
Lessee/Buyer's Name	Phone:		Permit Type:		
Greater Portland Landmarks, Inc.	Greater Portland Landmarks, Inc. 774-5561 Alterations - Commercial				
Proposed Use:		_	ed Project Description:		
Commercial - Offices - Renovation to "Greater Portland Landmarks"	o the Existing First Floor	Space. Renov	vation to the Existing	g First Floor Space.	
Dept: Zoning Status: A Note:	approved with Condition	s Reviewer	Ann Machado	Approval Da	nte: 07/20/2009 Ok to Issue: ✓
Thie use of this property shall ren permit application for review and		, second and thi	rd floors. Any chang	ge of use shall requir	e a separate
2) Separate permits shall be required	I for any new signage.				
ANY exterior work requires a sep District.	parate review and approve	al thru Historic	Preservation. This p	property is located wi	thin an Historic
4) This permit is being approved on work.	the basis of plans submit	ted. Any devia	tions shall require a	separate approval be	fore starting that
Dept: Building Status: A Note:	pproved with Conditions	s Reviewer	Chris Hanson	Approval Da	ite: 08/12/2009 Ok to Issue: ✓
Application approval based upon and approrval prior to work.	information provided by	applicant. Any	deviation from appr	oved plans requires	separate review
2) At the completion of the work, a occupation by the public.	licensed engineer is requ	ired to sign off	on the installation as	nd that the structure	is fit for
3) All penetratios through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.					
4) The design load spec sheets for ar	ny engineered beam(s)/	Trusses must be	submitted to this of	fice.	
5) 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.					
6) Separate Permits shall be required for any new signage.					
7) ANY exterior work requires separate review and approval thru Historic Preservation					
Note:	approved with Conditions	s Reviewer:	Capt Keith Gautre	• •	te: 07/23/2009 Ok to Issue: ✓
1) Emergancy lights and exit signs a	re required				

2) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance.

4) Installation of a Fire Alarm system requires a Knox Box to be installed per city crdinance

3) The fire alarm system shall comply with NFPA 72 and Fire Department Technical Standard. A compliance letter is required.

Compliance letters are required.

6) Fire Alarm system shall be maintained.

Dispatch notification required 874-8576.

5) Fire extinguishers required. Installation per NFPA 10

If system is to be off line over 4 hours a fire watch shall be in place.

Location of Construction:	Owner Name:		Owner Address:	Phone:	
93 HIGH ST	BOULAY RENAISSANCE LLC		ONE CITY CENTER	207-774-5561	
Business Name:	Contractor Name:		Contractor Address:	Phone	
	Taggart Construction		PO Box 255/10 South Street Freeport	(207) 865-2281	
Lessee/Buyer's Name	Phone:		Permit Type:		
Greater Portland Landmarks, Inc. 774-5561		Alterations - Commercial			

7) Emergancy lights are required to be tested at the electrical panel.

Comments:

7/17/2009-Imd: Overpayment, Penny L took in the permit application. The check amount was incorrect - no need for a C of O fee, the use will remain the same. They have a credit balance.

7/23/2009-gautreauk: They will not need a fire alarm permit as the work is minor additions to existing system. KG

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.

	<u></u>			
Location/Address of Construction: 93 J	HGH STREET			
Total Square Footage of Proposed Structure/A				
Tax Assessor's Chart, Block & Lot	Applicant *must be owner, Lessee or Buye	r* Telephone:		
Chart# Block# Lot#	Name HILARY BASSETT GREATER PORTLAND LAND	MARKE		
039 E008001 CARDI	Address 165 STATE STREET			
	City, State & Zip PORTLAND, ME 04	tion 774-5561		
Lessee/DBA (If Applicable)	Owner (if different from Applicant)	Cost Of		
N/4	Name BOULAY RENAISSANCE	Work: \$ 96,400 -		
14	Address 1101 NORTH POND ROAD	C of O Fee: \$_ 75		
	City, State & Zip WARREN, ME	Total Fee: \$ 1059		
	04864	Total Fee: \$		
Current legal use (i.e. single family)	OFFICE SPACE FLOORS 1.	2,3		
If vacant, what was the previous use? Proposed Specific use: OFFICE	/A	<u> </u>		
Proposed Specific use:	SPACE FLOORS 1, 2, 3			
Is property part of a subdivision?	If yes, please name			
	and Cistmand adust			
RENOVATION OF EXISTING BUIL	DING (13. FLOOR ONLY) FOR	l office use		
Contractor's name: TAGGART CON	ISTRUCTION			
Address: PO Box 255 / 10	SOUTH STREET			
City, State & Zip FREEFORT, ME	04032	'elephone: 865-2281		
Who should we contact when the permit is ready: CLAIRE BETZE Telephone: 865-2281 X6				
Mailing address: PO BOX 255 FRE	EPORT, ME 04032			
TO 1 1 10 0 1 1 C 11				

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.

Signature: Date: 7/5/09

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



Commercial Interior & Change of Use Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

One (1) complete set of construction drawings must include:

Note	e: Construction documents for costs in excess of \$50,000.00 must be prepared by a Design
Prof	essional and bear their seal.
•	Cross sections w/framing details

V	Cross sections w/framing details
	Detail of any new walls or permanent partitions 4/4
\checkmark	Floor plans and elevations
	Window and door schedules N/4
	Complete electrical and plumbing layout.
	Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment,
	HVAC equipment or other types of work that may require special review
	Insulation R-factors of walls, ceilings, floors & U-factors of windows as per the IEEC 2003
•	Proof of ownership is required if it is inconsistent with the assessors records.
Y	Reduced plans or electronic files in PDF format are required if originals are larger than 11" x 17".
	Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal and external plumbing, HVAC & electrical installations.

For additions less than 500 sq. ft. or that does not affect parking or traffic, a site plan exemption should be filed including:

The shape and dimension of the lot, footprint of the existing and proposed structure and the
distance from the actual property lines.
Location and dimensions of parking areas and driveways, street spaces and building frontage
Dimensional floor plan of existing space and dimensional floor plan of proposed space.

A Minor Site Plan Review is required for any change of use between 5,000 and 10,000 sq. ft. (cumulatively within a 3-year period) N/A

Fire Department requirements.

The following shall be submitted on a separate sheet:

- ☑ Name, address and phone number of applicant and the project architect.
- Proposed use of structure (NFPA and IBC classification)
- □ Square footage of proposed structure (total and per story) **N/4**
- Existing and proposed fire protection of structure.
- Separate plans shall be submitted for
 - a) Suppression system **N/A**
 - b) Detection System (separate permit is required)
- A separate Life Safety Plan must include:
 - a) Fire resistance ratings of all means of egress
 - b) Travel distance from most remote point to exit discharge
 - c) Location of any required fire extinguishers
 - d) Location of emergency lighting
 - e) Location of exit signs
 - f) NFPA 101 code summary
- □ Elevators shall be sized to fit an 80" x 24" stretcher.

 √/4

For questions on Fire Department requirements call the Fire Prevention Officer at (207) 874-8405.

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

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.

Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.

	Certificate of Desi	gn Application
From Designer:	LYNN SHAFFER	A14
Date:	7/15/2009	
Job Name:	OREATER PORTLAND	LANDMAKKS - 93 HIGH STREET
Address of Construction:	93 HIGH STREET	
	2003 International Buttruction project was designed to the bu	ilding code criteria listed below:
Building Code & Year	Use Group Classification (s)	
Type of Construction	ENOVATION OF EXISTING BUILD	NG OFFICE SPACE
Will the Structure have a Fire su	ppression system in Accordance with Secti	on 903.3.1 of the 2003 IRC
Is the Structure mixed use?	No If yes, separated or non separate	ed or non separated (section 302.3)
		red? (See Section 1802.2) No
	•	
Structural Design Calculation	s	Live load reduction
Submitted for al	l structural members (106.1 – 106.11)	Roof live loads (1603.1.2, 1607.11)
SEE ATTACHMENT "LIBI	PARY FLOOR STRUCTULE + DOOR"	Roof snow loads (1603.7.3, 1608)
Design Loads on Construction Uniformly distributed floor live load		Ground snow load, Pg (1608.2)
Floor Area Use	Loads Shown	If $P_g > 10$ psf, flat-roof snow load p_f
SEF ATTACHMENT "UBI	RARY FLOOR STRUCTULE + DOOR"	If $Pg > 10$ psf, snow exposure factor, C_{ℓ}
		If $Pg > 10$ psf, snow load importance factor, I_{c}
		Roof thermal factor, $_{G}$ (1608.4)
		Sloped roof snowload, P ₃ (1608.4)
Wind loads (1603.1.4, 1609)	N/A	Seismic design category (1616.3)
Design option util	ized (1609.1.1, 1609.6)	Basic seismic force resisting system (1617.6.2)
Basic wind speed ((1809.3)	Response modification coefficient, R1 and
Building category	and wind importance Factor, _{th} table 1604.5, 1609.5)	deflection amplification factor $_{Gl}$ (1617.6.2)
Wind exposure car		Analysis procedure (1616.6, 1617.5)
Internal pressure coe		Design base shear (1617.4, 16175.5.1)
•	lding pressures (1609.1.1, 1609.6.2.2) ssures (7603.1.1, 1609.6.2.1)	Flood loads (1803.1.6, 1612) N/A
Earth design data (1603.1.5, 16		Flood Hazard area (1612.3)
SEE ARTACHMENT "UB	rary floor structure + door"	Elevation of structure
Design option util Seismic use group	7,20,2	Other loads SEE ATTACHMENT "UBRARY FLOOR
0 1	coefficients, SDs & SDI (1615.1)	STRUCTURE + DOOR! P. 3 OF 5 Concentrated loads (1607.4)
Site class (1615.1.5)	, ,	Partition loads (1607.5)
,		Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404



Date:

Certificate of Design

7/15/2009

From:	LYNN SHAFFER, AIA
These plans and / or spe	cifications covering construction work on:
GREATER PORTCA	ND CANDMARKS - 93 HIGH STREET
RENOVATION OF EX	USTING OFFICE SPACE
	drawn up by the undersigned, a Maine registered Architect / e 2003 International Building Code and local amendments.
(SEAL)	Signature: Marie Sussian Title: Principal Firm: Linn Sharite Architecture By Design Address: 650 Shore Rd Cape Elizabeth, MECA107
	Phone: 21:7-76-7-4343

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



CREATING HEALTHY BUILDINGS

July 17, 2009

City of Portland Planning and Development Department Inspections Division – Room 315 389 Congress Street Portland, ME 04101

RE: Greater Portland Landmarks – 93 High Street Project

Building Permit Application

HAND DELIVERED

Dear Jeanie:

On behalf of Greater Portland Landmarks, enclosed is a building permit application for your review and check in the amount of \$1,059.

Greater Portland Landmarks is purchasing the building and relocating their office space on the 1st floor. The existing building will remain in use as office space. Existing tenants will remain on the 2nd and 3rd floors. The basement level will remain vacant. Renovations are planned for the 1st floor only.

The proposed renovations for the project include the following:

- Installation of new finishes on the 1st floor as shown on Proposed Renovations, Sheets A-1 through A-3
- Installation of power and data wiring to accommodate the proposed office layout as indicated in the Electrical Systems Narrative by SMRT dated 6/4/09
- Reinforcement of the existing floor and widening and installation of a door in the proposed Library as shown on the plans entitled "Library Floor Structure and Door", Sheets 1 through 5
- Updating the existing fire alarm system throughout the building as shown on the Fire Alarm Update Plans, Sheets FA-1 through FA-4
- Updating the existing emergency lighting/exit signage throughout the building for life-safety compliance as shown on the Emergency Lighting/Exit Signage Plans, Sheets EL-1 through EL-4.

If you should have any questions during your review, please do not hesitate to call.

Sincerely,

Claire P. Betze, P.E. Project Manager

Claire P. Bothy



Attorneys at Law

JEFFREY T. SELSER PARTNER jselser@verrilldana.com Direct: 207-253-4528 ONE PORTLAND SQUARE PORTLAND, MAINE 04112-0586 207-774-4000 • FAX 207-774-7499 www.verrilldana.com

May 1, 2009

VIA FEDERAL EXPRESS
AND ELECTRONIC MAIL: jwlozier@gwi.net

Jeff Lozier Boulay Renaissance LLC 1101 North Pond Road Warren, Maine 04864

Re: 93 High Street, Portland, Maine – Exercise of Option to Purchase

Dear Jeff:

Pursuant to the Option Agreement between Greater Portland Landmarks, Inc. ("Landmarks") as Grantee, and Boulay Renaissance LLC as Grantor, regarding the above-referenced property (the "Property"), this letter shall serve as notice of the exercise of the option by Landmarks to purchase the Property on the terms outlined in the Option Agreement. Landmarks requests a closing date of June 1, 2009, subject to extension if necessary to secure financing.

As always, it has been our pleasure working with you on this matter and we look forward to completing the transaction in the very near future.

Very truly fours

JTS/ms

cc: Hilary Bassett

Ooc4: 53375 Bk:25413 Ps: 159

OPTION AGREEMENT

THIS OPTION AGREEMENT [this Agreement] is entered into as of the 22nd day of August, 2007 [the Effective Date] by and between Boulay Renaissance LLC, a Maine limited liability company with a place of business in Phippsburg, Maine [Grantor] and Greater Portland Landmarks, Inc., a Maine not-for-profit corporation with a place of business in Portland, Maine [Grantee].

For and in consideration of the covenants, obligations, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. GRANT OF OPTION; OPTION CONSIDERATION. Grantor hereby GRANTS to Grantee, with Quitclaim Covenant, on the terms and conditions set forth herein, an option to purchase the premises described in Section 2 of this Agreement [the Option]. Grantee has paid to Grantor the sum of \$70,000.00 [the Option Payment] as consideration for the grant of the Option. In the event Grantee exercises the Option, the Option Payment shall be credited against the Purchase Price (defined in Section 6, below).
- 2. <u>PREMISES</u>. The premises to which the Option applies are land and buildings, structures, and improvements thereon, located at 93 High Street, Cumberland County, Portland, Maine and more particularly described in <u>Exhibit A</u> attached hereto [the *Premises*].
- 3. <u>TERM OF OPTION</u>. The term of this Option [the *Term*] shall commence on the Commencement Date and shall expire at midnight on May 31, 2008 [the *Expiration Date*], unless exercised by Grantee in accordance with the terms hereof.
- 4. <u>EXTENSIONS OF TERM.</u> Grantee shall have the right to extend the Term for an additional 12-month period by delivering to Grantor notice of such extension no later than 30 days prior to the Expiration Date, together with an additional Option Payment of \$70,000.00. In such event, the Expiration Date shall be extended to midnight on May 31, 2009.

Any payments made to Grantor pursuant to this Section 4 shall be included in the Option Payment and credited against the Purchase Price at the Closing (defined in Section 5, below).

5. EXERCISE OF OPTION; FINAL CLOSING DATE. Grantee shall have the right to exercise the Option by delivering to Grantor written notice of the same [the Notice] any time on or before the Expiration Date (as the same may be extended pursuant to Section 4, above). The Notice shall set forth the date of closing for the purchase of the Premises [the Closing], which shall be no sooner than 30 nor later than 60 days from the date of the Notice; provided, however, that in the event Grantee extends the term as set forth in Section 4, above, Grantor shall have the right to require that Closing take place in the next calendar year by delivering written notice of the same no later than 14 days following Grantor's receipt of the Notice. In the event Grantee fails to exercise this Option on or before the Expiration Date (as the

Doc4: 53375 Bk:25413 Ps: 160

same may be extended pursuant to Section 4, above), Grantor shall retain the Option Payment, and Grantee shall have no further rights hereunder.

UPON EXERCISE OF THIS OPTION, THIS AGREEMENT SHALL BE CONSIDERED A PURCHASE AND SALE AGREEMENT AND THE FOLLOWING TERMS SHALL APPLY TO THE CONVEYANCE OF THE PREMISES.

- 6. <u>PURCHASE PRICE</u>. The purchase price for the Premises to be paid at the Closing [the *Purchase Price*] shall be \$1,500,000.00. The Option Payment(s) shall be credited against the Purchase Price at Closing. The balance of the Purchase Price shall be paid to Grantor at the Closing by bank check, cashier's check, treasurer's check, or wire transfer of immediately available funds.
- 7. <u>TITLE</u>. Title to the Premises shall be conveyed to Grantee by a good and sufficient Quitclaim with Covenant Deed [the *Deed*] running to Grantee, conveying a good and clear record and insurable title thereto, free from encumbrances except for the following [collectively, the *Permitted Encumbrances*]:
 - (a) Taxes and assessments not yet due and payable;
- (b) Any and all applicable laws, statutes, rules, regulations, ordinances and other requirements of any federal, state or local governmental agency, authority, body or other entity having jurisdiction with respect to the Premises;
 - (c) Those leases set forth on Exhibit B, attached hereto [the *Leases*]; and
- (d) Any and all restrictions, easements, rights of way, and other encumbrances of record that do not adversely affect Grantee's intended use of the Premises as a business office, public architectural library, demonstration laboratory for historic preservation and restoration projects, and rentable office space.
- 8. <u>TIME FOR PERFORMANCE</u>. The Deed is to be delivered and the Purchase Price paid on or before the date of Closing at the offices of Verrill Dana, LLP, One Portland Square, Portland, Maine or at such other time and place as mutually agreed by the parties. It is agreed that time is of the essence of this Agreement. In the event Grantor is unable to deliver the Premises to Grantee in the condition required by this Agreement on or before the date of Closing, the Closing shall be extended to such time as may be necessary to allow Grantor to cause the Premises to conform to the condition required under this Agreement, and Grantor shall undertake and diligently pursue all efforts necessary to effectuate the same.
- 9. <u>POSSESSION; CONDITION OF PREMISES</u>. Possession of the Premises, subject to the Permitted Encumbrances, is to be delivered at the Closing, free and clear of all tenants and occupants other than tenants under the Leases. The Premises shall be conveyed in the same condition as they are in on the Commencement Date, reasonable wear and tear excepted, subject to any alterations and/or deferred capital repairs to the Premises pursuant to Section 10, below.

Ooce: 53375 Bk:25413 Ps: 161

- Term, Grantor shall be responsible for any and all maintenance, upkeep, and non-capital repairs of and to the Premises, and shall keep the Premises insured against fire and other casualty in an amount equal to the greater of (a) full replacement value, or (b) the Purchase Price. Grantor shall provide to Grantee certificates of such insurance during the Term. In the event any capital repairs (other than those caused by casualty, or which are otherwise covered by insurance) are necessary to the building during the Term, and such capital repairs cannot reasonably be deferred until the Closing, or the expiration of the Term, Grantor and Grantee shall mutually agree upon a course of action (whether interim or long-term) for such capital repairs. Any such capital repairs and/or interim measures shall be undertaken and paid for by Purchaser; provided, however, that if such repairs or measures include items or actions which would be the responsibility of Grantor as maintenance, upkeep, or non-capital items, then Grantor shall pay the amount attributable to such maintenance, upkeep, and/or non-capital items.
- 11. <u>CLOSING DOCUMENTS</u>. At the Closing, Grantor and Grantee shall execute, acknowledge and deliver the following documents and items and such other documents and items as Grantor's and/or Grantee's attorneys may reasonably require:
- (a) <u>Purchase Price</u>. Grantee shall deliver to Grantor the Purchase Price, as adjusted pursuant to the terms hereof.
- (b) <u>Deed</u>. Grantor shall execute, acknowledge and deliver to Grantee the Deed for the Premises.
- (c) <u>Title Affidavits</u>. Grantor shall deliver to Grantee an executed original of such customary certificates, affidavits, or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises may require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanic's, materialmen's, or similar liens, and for parties in possession, subject to the Permitted Encumbrances.
- (d) <u>Nonforeign Person Affidavit</u>. Grantor shall deliver to Grantee such affidavits and certificates, in form and substance reasonably satisfactory to Grantee, as Grantee may deem necessary to relieve Grantee of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code.
- (e) <u>Authority</u>. Grantor shall deliver to Grantee all documentation evidencing Grantor's authority to enter into and complete the transaction as contemplated by this Agreement as Grantee's attorney reasonably may request.
- (f) <u>Assignment of Leases</u>. Grantor shall deliver to Grantee an Assignment of the Leases. Such Assignment shall specifically identify each Lease and/or other instrument associated with the Leases so assigned, and shall be in form reasonably satisfactory to Grantee. Grantor shall pay over to Grantee any security deposits held by Grantor in connection with the Leases.

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- (g) <u>Estoppel Certificates</u>. Grantor shall deliver to Grantee certificates of estoppel from each tenant under the Leases setting any amendments to the Leases, the date through which all rents and other fees are paid, the amounts of any security deposits, and whether any defaults are alleged against Grantor and/or other offsets or defenses are claimed through and including the date of Closing.
- ACCESS TO PREMISES; CONDITION OF PREMISES. Grantor agrees that Grantee, its employees, independent agents and contractors, may enter upon the Premises, at reasonable times during the Term (upon reasonable prior notice to Grantor, and opportunity for Grantor to be present at all such times), with all necessary equipment for the purpose of inspecting, examining, surveying, and performing such other non-invasive engineering and environmental inspections and tests that Grantee reasonably deems necessary to determine the condition of the Premises. Grantee agrees that in entering upon the Premises for the aforesaid purposes, Grantee will permit no waste nor make any changes or alterations to the Premises, except those reasonably necessary and incidental to the accomplishment of the aforesaid purposes, and that, in the event Grantee does not consummate the purchase under this Agreement, Grantee will restore the Premises to the extent reasonably possible. In connection herewith, Grantee hereby indemnifies and holds harmless Grantor from and against any and all losses, claims, damages, expenses, and liabilities of any kind (including reasonable attorney fees) arising from or relating to Grantee's entry upon the Premises, except to the extent such losses, claims, damages, expenses, and/or liabilities are caused by or attributable to the acts or omissions of Grantor, its agents and/or employees. Grantor acknowledges that it will be necessary for Grantee to access the Premises to show the same to prospective donors and financiers, and Grantor agrees to allow entry onto the Premises for such purposes, upon reasonable prior notice to Grantor and opportunity for Grantor to be present at all such times.
- 13. <u>RISK OF LOSS</u>. Risk of loss to the Premises shall remain with Grantor until delivery of the Deed to Grantee.
- (a) Eminent Domain. If at any time prior to the delivery and acceptance of the Deed, any action or proceeding is filed or threatened under which the Premises or any part thereof may be taken pursuant to any law, ordinance or regulation by condemnation or the right of eminent domain and such taking or condemnation would, as reasonably determined by Grantor, result in a diminution in value of the Premises in excess of \$50,000.00, then Grantee, at its option, may elect either (i) to cancel this Agreement without further liability hereunder and receive from Grantor a refund of the Option Payment, or (ii) to purchase the Premises pursuant to this Agreement, notwithstanding such action or proceeding, and receive the amount of all proceeds of any awards payable with respect to the Premises. Grantee's election under this Section 13(a) will be exercisable by giving written notice of such election to Grantor at any time on or before 15 days after the determination of the amount of the proceeds payable with respect to such taking and the date of Closing will be extended to the extent necessary to permit the exercise of such option by Grantee.

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Deed, any portion of the Premises is damaged by fire or other casualty which results in a diminution in value of the Premises in excess of \$50,000.00, then Grantee, at its option, may elect either (i) to cancel this Agreement without further liability hereunder and receive from Grantor a refund of the Option Payment, or (ii) to require Grantor to use any insurance proceeds to restore the Premises to its prior conditions, in which case this Agreement shall continue in full force and effect without reduction in the Purchase Price, or (iii) to purchase the Premises pursuant to this Agreement, notwithstanding such damage and without reduction in the Purchase Price, and receive the amount of all insurance proceeds payable with respect to the Premises. Grantee's election under this Section 13(b) will be exercisable by giving written notice of such election to Grantor at any time on or before 15 days after the determination of the amount of the insurance proceeds payable with respect to such damage and the Closing date will be extended to the extent necessary to permit the exercise of such option by Grantee.

14. TAXES AND EXPENSES.

- (a) Real estate taxes for the then current municipal tax year shall be apportioned as of the Closing date.
- (c) Each party will pay its statutory share of the real estate transfer taxes in connection with the sale of the Premises.
- (d) Grantee will pay the cost of any title examination and the title insurance premium in connection with any Owner's Title Insurance Policy obtained by Grantee. Grantee will pay the costs of all inspections, examinations, surveys, and tests performed by or for Grantee, all recording costs for the deed, and all other closing costs incurred by Grantee.
- (e) Grantor will pay the recording costs for any discharge of a mortgage, lien or other security interest.
- (f) Each party will pay its respective costs and expenses of legal representation.
- 15. <u>BROKERAGE</u>. Grantor and Grantee each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and Grantor and Grantee agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Grantor or Grantee, as the case may be.

16. **DEFAULT; DAMAGES**.

(a) If the purchase and sale of the Premises contemplated hereby is not consummated because of a default by Grantee under this Agreement, then Grantor shall retain the Option Payment as full liquidated damages as its sole remedy, and not as a penalty (the parties

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hereto acknowledging that Grantor's damages as a result of such default are not capable of exact ascertainment and that said liquidated damages are fair and reasonable).

(b) If the purchase and sale of the Premises contemplated hereby is not consummated because of a default by Grantor under this Agreement, then Grantee shall be entitled to pursue any and all remedies available at law and/or in equity, including specific performance of this Agreement.

17. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.

- (a) By Grantor. Grantor represents and warrants as of the Commencement Date and as of each date through and including the Closing date that:
- (1) Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
- (2) The execution and performance of this Agreement are within the lawful power of Grantor and have been duly authorized and approved by all necessary corporate actions on behalf of Grantor.
- (3) Grantor has not, in violation of any law, rule, regulation, or ordinance, used or knowingly allowed the use of the Premises for the release, treatment, storage or placement of any material or substance that is designated as "hazardous" or "toxic", or the possession, use or release of which is prohibited or regulated, by any local, state or federal law, statute, rule, regulation or ordinance, and Grantor is not aware of any prior use of the Premises for the release, treatment, storage or placement of any material or substance that is designated as "hazardous" or "toxic", or the possession, use or release of which is prohibited or regulated, by any local, state or federal law, statute, rule, regulation or ordinance.
- (4) Grantor owns good and marketable fee simple title to the Premises, and will convey such title free and clear of all liens, claims, and other encumbrances, other than the Permitted Encumbrances.
- (5) There is no pending, or, to the best of Grantor's knowledge, threatened action or proceeding (including without limitation any condemnation or eminent domain action or proceeding) before any court, governmental agency, or arbitrator which may adversely affect Grantor's ability to perform its obligations under this Agreement or which adversely affect the Premises.
- (6) The Premises are in the same condition as they were in on the Commencement Date, reasonable wear and tear excepted.
- (b) <u>By Grantee</u>. Grantee represents and warrants as of the Commencement Date and as of each date through and including the Final Closing Date that:

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- (1) The execution and performance of this Agreement are within the lawful power of Grantee and have been duly authorized and approved by all necessary member actions on behalf of Grantee.
- (2) Grantee acknowledges that Grantee has not been influenced to enter into this transaction by, nor has Grantee relied upon, any warranties or representations not set forth or incorporated in this Agreement or previously made.
- (c) <u>Survival</u>. All warranties, representations, covenants and agreements expressed in this Section 17 shall survive the closing and any termination of this Agreement. Grantee and Grantor each agree to indemnify and hold harmless the other from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorney fees and court costs) incurred by or threatened against such other party as a result of any breach of the indemnifying party of any of the covenants, warranties or representations contained in this Agreement. This agreement to indemnify and hold harmless shall survive the Closing.

18. <u>MISCELLANEOUS</u>.

(a) Notice. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed as follows:

To Grantee:

Greater Portland Landmarks, Inc.

165 State Street

Portland, Maine 04101-4797 Attention: Hilary Bassett

with a copy to:

Verrill Dana, LLP
One Portland Square
Post Office Box 586
Portland, ME 04112-0586
Attention: Jeffrey T. Selser, Esq.

To Grantor:

Boulay Renaissance LLC 1011 North Pond Road Warren, ME 04864 Attention: Jeff Lozier

and such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(b) Waiver. This Agreement may not be modified, waived, or amended except in writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of

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dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

- (c) Prior dealings. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.
- (d) Governing law. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine, without application of its conflict of laws provisions.
- (e) Assignment. Grantee may not assign or transfer its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Grantor.
- (f) Captions. The captions of paragraphs and sections in this Agreement are for convenience and reference only and are not part of the substance hereof.
- (g) Pronouns. All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or the context may require.
- (h) Severability. In the event that any one or more of the provisions, paragraphs, sections, words, clauses, phrases or sentences contained in this Agreement, or the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, section, word, clause, phrase or sentence in every other respect and of the remaining provisions, paragraphs, sections, words, clauses, phrases or sentences of this contract, will not be in any way impaired, it being the intention of the parties that this Agreement will be enforceable to the fullest extent permitted by law.
- 19. <u>ERISA REPRESENTATIONS</u>. Grantee and Grantor each hereby represents and warrants to the other, and will represent and warrant to the other at Closing, that (a) it is not, and does not constitute an asset of, an "employee benefit plan" as that term is defined in Section 3.(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and (b) it is not a party in interest (as that term is defined in ERISA) with the other party.
- 20. MULTIPLE COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signature of, or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

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- 21. <u>EXCLUSIVITY</u>. During the pendency of this Agreement, Grantor covenants and agrees with Grantee that neither Grantor nor any of Grantor's employees, officers, directors, agents or representatives will offer the Premises for sale to any third party or directly or indirectly solicit offers with respect to the Premises or any part thereof.
- 22. <u>NOTICE OF OPTION</u>. Grantee and Grantor shall execute and record a Notice of Option setting forth the Commencement Date and the Term, identifying the Premises, and setting forth any and all additional information necessary to record such notice and to ensure the perfection and priority of Grantee's rights hereunder.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the Commencement Date.

WITNESS:

GRANTOR:

Boulay Renaissance LLC

Jeff Lozi

By:

GRANTEE:

Its President

Greater Portland Landmarks, Inc.

-9-

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STATE OF MAINE County of Cumberland, SS.

August 22, 2007

Then personally appeared the above-named Jeff Lozier in his stated capacity for Boulay Renaissance LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Boulay Renaissance LLC.

Before me,

Notary Partic Maine At

Attorney-at-Law

STATE OF MAINE County of Cumberland, SS.

August 22, 2007

Then personally appeared the above-named John Knox in his stated capacity for Greater Portland Landmarks, Inc. and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Greater Portland Landmarks, Inc.

Before me,

District 121

entorney-a

DOC#1 23312 BK:52413 b8: 196

Exhibit A The Premises

[see attached]

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EXHIBIT A TO DEED

Certain lots or parcels of land, with the buildings and improvements thereon, situated at and near High Street and Spring Street in the City of Portland, County of Cumberland and State of Maine, and being bounded and described as follows:

Parcel One

A certain lot or parcel of land with the buildings thereon, situated on the northeasterly side of High Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northeasterly side of High Street at the southerly corner of land formerly of David Hall distant about fifty-five (55) feet southerly from the corner of Spring and High Streets; thence southeasterly on the line of High Street to the center of a stone post at the corner of land formerly of Joseph W. Dyer, but now owned by The Saint Elizabeth Roman Catholic Asylum, about sixty-five (65) feet; thence easterly by the side line of said The Saint Elizabeth Roman Catholic Asylum about one hundred (100) feet to land formerly owned by Charles McLaughlin and later owned by Charles H. Spearrin and being the second described parcel herein; thence northwesterly on a line parallel with High Street by the line of said Spearrin's land, about fifty-five (55) feet; thence southwesterly on the line of land of David Hall's estate about one hundred (100) feet to the bounds begun at; meaning hereby to convey the house and lot now No. 93 High Street.

Parcel Two

A certain lot or parcel of land with any buildings thereon situated on the southerly side of Spring Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the southeasterly corner of land conveyed to Allmaine Trading Corporation by deed of Jacob Young, dated February 15, 1945, recorded in the Cumberland County Registry of Deeds in Book 1761, Page 451 and the northeasterly corner of land conveyed to the Portland Society of Art by deed of Unity Church of Truth, dated July 7, 1965, recorded in said Registry of Deeds in Book 2907, Page 84; thence southerly by land now or formerly of Portland Society of Art a distance of 55 feet, more or less, to land now or formerly of the St. Elizabeth Orphan Asylum; thence easterly by land of said St. Elizabeth Orphan Asylum a distance of 38.6 feet, more or less, to land conveyed to Marion C. Grant by Evelyn S. Brown by deed dated September 9, 1953, recorded in said Registry of Deeds in Book 2147, Page 121; thence northerly by said land now or formerly of Marion C. Grant a distance of 62.5 feet, more or less, to the southerly sideline of Spring Street Arterial; thence westerly by said southerly line of said Spring Street Arterial in a straight line through land now or formerly of the Portland Society of Art a distance of 50 feet, more or less, to the northeasterly sideline of land now or

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formerly of Allmaine Trading Corporation; thence southerly by land now or formerly of said Allmaine Trading Corporation a distance of 10 feet, more or less, to the point of beginning.

Excepting, however, the right of the City of Portland, its successors and assigns, to enter upon a ten-foot strip of land hereinabove conveyed immediately adjacent to the Spring Street Arterial for the purposes of clearing, grubbing, and/or constructing and maintaining slopes serving the Spring Street Arterial so long as said slopes are needed for said purpose, as reserved by the City of Portland in its deed to the Portland Society of Art, dated November 3, 1971 and recorded in said Registry of Deeds in Book 3200, Page 874.

The above-described premises are conveyed SUBJECT TO and TOGETHER WITH all rights, easements, privileges, restrictions, stipulations and covenants set forth in the deed from the Portland Society of Art to Safford Associates, dated September 14, 1983 and recorded in said Registry of Deeds in Book 6274, Page 17.

Meaning and intending to convey and hereby conveying the same premises conveyed to Safford Associates by Warranty and Quitclaim with Covenant Deed from the Portland Society of Art, dated September 14, 1983 and recorded in said Registry of Deeds in Book 6274, Page 17.

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CURPERLAND COUNTY

FOR B Clavin

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Exhibit B Leases

Lease Agreements with the following tenants:

Merrill Lynch
Sanborn Head & Associates
Birth Alliance/Christine Angel & Julianne Paris

Received
Recorded Resister of Deeds
Aus 24,2007 11:09:17A
Cumberland Counts
Pamela E. Lovies

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ENGINEERING

INTERIOR DESIGN

June 4, 2009

Greater Portland Landmarks 93 High Street Portland, ME 04101

Electrical Systems Narrative:

Power:

The existing power system has been upgraded. It currently consists of a 208Y/120v, Three Phase 400a service split between "House Loads" and a six-gang meter pack. Five meters are currently installed in the meter pack and are serving tenant needs. There is an additional separate meter serving "House" needs. Electrical panels are installed trough-out the building and provide tenant power. In general the power system is in good shape.

Immediate Power Issues: (First Floor)

The 208Y120v, 200a single-phase panel feeding the first floor is located on the Lower Level next to the meter pack. There are currently three spare circuit spaces in the panel. Existing floor outlets being removed from the first floor will free up additional circuits. All circuiting originating from this panel shall be traced and all outlets shall be labeled as to their panel and circuit number location. New panel schedules will be made and installed in the panel. The record drawings shall be updated to indicate all new and existing power outlet locations. The panel and circuit number shall be noted on the record drawings by each outlet shown. The record drawings shall be returned to the owner upon the completion of the project.

Peabody Library:

Remove all existing power outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new 120v circuiting and floor boxes as required feed four new workstations as shown on the 1st Floor Plan furnished by Greater Portland Landmarks. Each workstation shall have two floor mounted duplex receptacles installed. One 20a, 120v circuit will feed two workstations. There are two computers stations shown in this area. Each computer station shall have two floor mounted duplex receptacles. One 20a, 120v circuit shall feed both computer stations. There is a copier shown in this area. It shall have one floor mounted duplex receptacle installed and shall be fed by a dedicated 20a, 120v receptacle.

A lighting specialist will review the lighting in this area and accepted recommendations will become part of this design.

Administrative Offices:

Remove all existing power outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new 120v circuiting and floor boxes as required to new workstation as shown on the 1st Floor Plan furnished by Greater Portland Landmarks. This workstation shall have two floor mounted duplex receptacles installed and shall be fed by one 20a, 120v circuit.

A lighting specialist will review the lighting in this area and accepted recommendations will become part of this design.

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Immediate Power Issues: (First Floor) (Cont.)

Two Existing Bathrooms:

The two existing bathroom shown on the 1st Floor Plan furnished by Greater Portland Landmarks shall have the existing 120v receptacle changed to GFCI receptacles.

Reception Area:

Remove all existing power outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install power in this area per Greater Portland Landmarks requirements.

A lighting specialist will review the lighting in this area and accepted recommendations will become part of this design.

Library Reading Room:

Remove all existing power outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install power in his area per Greater Portland Landmarks requirements.

A lighting specialist will review the lighting in this area and accepted recommendations will become part of this design.

Community Classroom:

Remove all existing power outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new 120v circuiting and floor boxes as required feed new work station as shown on the 1st Floor Plan furnished by Greater Portland Landmarks. This workstation shall have two floor mounted duplex receptacles installed and shall be fed by one 20a, 120v circuit.

A lighting specialist will review the lighting in this area and accepted recommendations will become part of this design

Kitchen Area:

Install two GFCI receptacles each fed by dedicated 20a, 120v circuit.

Staff Offices

Remove all existing power outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new 120v circuiting and floor boxes as required by Greater Portland Landmarks.

Lower Level:

Existing code violations shall be corrected, (open splices, missing covers, broken fixtures, etc).

One quad receptacle outlet fed by a dedicated 20a, 120v circuit shall be installed at the phone demarcation area and one quad receptacle outlet fed by a dedicated 20a, 120v circuit shall be installed at internet router service location.

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Long Term Electrical:

There is considerable electrical work which should be reworked at some point during the next five years: Some examples of which are:

Interior:

Unused cables running through the lower level should be completely removed.

A complete code violation inspection should be performed by a licensed electrical contractor. A detailed report of these violations listing their associated repair costs should presented to the owner and a plan implemented for their repair.

Exterior:

There are several obvious electrical repairs which should addressed in the near future. Some examples of which are as follows:

The power serving the existing air condition condenser units located to the rear of the building is in very poor shape and its repair will need to be addressed in the future.

There are detereated conduit runs located on the side and rear of the building.

The main service entrance has a broken entrance fitting which will allow water to enter the system.

A complete code violation inspection should be performed by a licensed electrical contractor. A detailed report of these violations listing their associated repair costs should presented to the owner and a plan implemented for their repair

Teledata:

The teledata system is currently a patchwork of many years worth of additions and relocations. Long-term, the entire building system should be reviewed by a licensed teledata contractor. All unused equipment and cables located throughout the building should be identified and removed

Immediate Teledata Issues: (First Floor)

Peabody Library:

Remove all existing teledata outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. . Install new teledata feeds and floor boxes as required feed four new workstations as shown on the 1st Floor Plan furnished by Greater Portland Landmarks. Each workstation shall be fed by two Cat 6 homeruns. One Cat 6 feed will be run to the phone demarcation area and the other Cat 6 homerun will be run to data router located in the basement at the location of internet service location

Administrative Offices:

Remove all existing teledata outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. . Install new teledata feeds and floor boxes as required to feed four new workstations as shown on the 1st Floor Plan furnished by Greater Portland Landmarks. Each workstation shall be fed by two Cat 6 homeruns. One Cat 6 feed will be run to the phone demarcation area and the other Cat 6 homerun will be run to data router located in the basement at the location of internet service location

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PLANNING INTERIOR DESIGN

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Immediate Teledata Issues: (First Floor) (Cont.)

Reception Area:

Remove all existing teledata outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new teledata feeds and floor boxes as required by Greater Portland Landmarks.

Library Reading Room:

Remove all existing teledata outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new teledata feeds and floor boxes as required by Greater Portland Landmarks.

Community Classroom:

Remove all existing teledata outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new teledata feeds and floor boxes as required feed four new workstations as shown on the 1st Floor Plan furnished by Greater Portland Landmarks. Each workstation shall be fed by two Cat 6 homeruns. One Cat 6 feed will be run to the phone demarcation area and the other Cat 6 homerun will be run to data router located in the basement at the location of internet service location

Kitchen Area:

Install one wall phone outlet at a location to be determined by Greater Portland Landmarks. Run one Cat 6 cable by to demarcation area.

Staff Offices

Remove all existing teledata outlets stubbed through the floor. Existing wiring is to be completely removed back to its source. Install new teledata feeds and floor boxes as required by Greater Portland Landmarks.

Lower Level:

Existing demarcation area is to be upgraded. All equipment and cables not part of the 1st floor work is to be completely removed. Care must be exercised not to disturb 2nd and 3rd floor tenant service.

Fire Alarm system:

Currently the existing fire alarm system appears to be connected to nothing.

Immediate Fire Alarm System: (Entire Building)

The entire fire alarm system shall be completely surveyed and tested to insure a properly functioning system in place. This inspection shall be performed by a certified and licensed fire alarm contractor. Any deficiencies noted shall be corrected and a set of system design documents shall be presented to, and approved by the both the City of Portland, and the Portland Fire Department. Copies of these documents shall be included with the record drawings furnished to the owner upon completion of the project.

Documentation:

All work preformed for the Greater Portland Landmarks project is to be installed per the requirements of the 2008 National Electrical Code, NFPA 70, NEPA 72, and the City Of Portland. All work shall be permitted as required. Record drawings of the completed installation shall be maintained and presented to the owner once the project is complete.

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All power and teledata devices located on the 1st Floor shall be identified on the device plate listing its source location, panel location, and circuit number. The record drawings shall indicate this information by each outlet.

Mechanical and Plumbing Systems Narrative:

Existing Systems: The existing systems consist of gas-fired forced air furnaces with DX cooling coils. There are two furnaces located in the basement serving the front portion of the first floor. A third furnace located above the ceiling on the first floor serving the back portion of the first floor space. Air is distributed through fiberglass duct board and flexible duct to floor diffusers. Air is returned to the furnaces through a floor return grille. There is currently no provision for ventilation air in the building. The current windows are operable.

An oil-fired steam boiler is located in the basement along with two 275 gallon oil tanks. Steam cast iron radiators are located around the first floor to provide perimeter heating for envelope losses. The method of providing combustion air currently does not meet the current requirements of the Maine Oil and Solid Fuel Board Rules and Regulations.

An electric water heater provides domestic hot water for the first floor bathrooms. The domestic hot water piping is not insulated in accordance with the current energy code requirements.

A mini-split AC system provides cooling for the tel/data room located in the basement.

All condensing units for the DX cooling coils are located on grade outside the building.

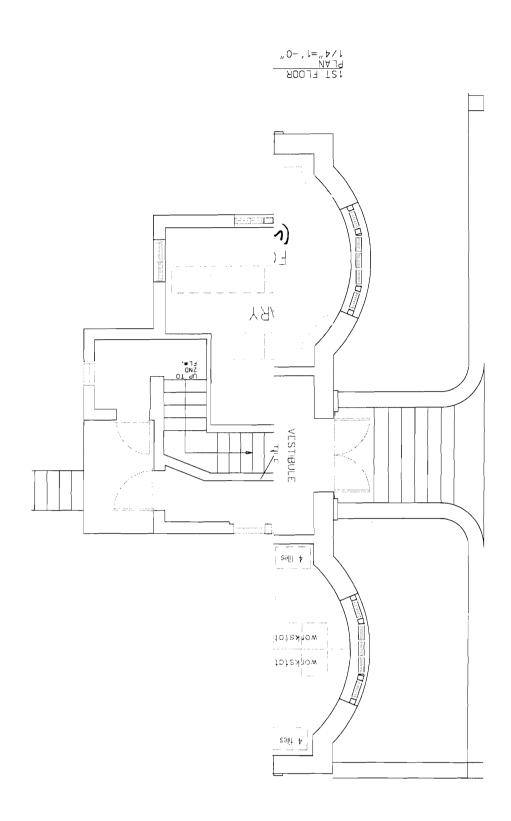
All equipment appears to be close to the end of its expected service length.

Recommendations: It is recommended that the fiberglass duct board be removed and replaced with galvanized steel ductwork. The ductwork shall be externally insulated with fiberglass duct wrap. Final connections to floor grilles shall be made with insulated flexible duct that is a maximum of 5 feet long. Flexible duct shall be held in place with stainless steel adjustable bands.

To meet ASHRAE 62.1-2004 standard for ventilation, it is recommended that a 6-inch duct be connected to the return duct before in enters each gas-fired furnace and terminated at a louver in the exterior wall. The duct shall have a manual volume damper installed to balance ventilation airflow in this duct branch at 100 CFM per furnace.

It is recommended that a combustion air louver and duct arrangement sufficient to meet the requirements of the Maine Oil and Solid Fuel Board requirements be installed to provide the required combustion air for the oil-fired boiler.

All domestic hot water piping shall be insulated as required by the Maine Energy Code (ASHRAE 90.1-2001 with amendments).



City of Portland General Bulding Permit Application Fire Department Requirements

Greater Portland Landmarks – 93 High Street Renovation of Existing Building (1st floor only) for office use

Applicant:

Hilary Bassett, Executive Director Greater Portland Landmarks 165 State Street Portland, ME 04101 774-5561

Project Architect:

Lynn Shaffer, AIA
Architecture by Design
650 Shore Road
Cape Elizabeth, ME 04107
767.4343 (office)
233.1888 (cell)

Contractor:

Claire Betze, Project Manager Taggart Construction, Inc. PO Box 255 Freeport, ME 04032 865.2281 x6 (office) 653-8815 (cell)

Fire Alarm System Subcontractor:

Doug Hansen, President Protection Professionals 325 US Route One Falmouth, ME 04105 775-5755 (office) 899-7707 (cell)

SCOPE OF WORK:

Existing building is currently utilized for office space (floors 1, 2, and 3). Future use will continue to be office space (floors 1, 2, and 3).

Greater Portland Landmarks is purchasing the building and relocating their office space on the 1st floor. Existing tenants will remain on the 2nd and 3rd floors. The basement level is vacant. Renovations will be done on 1st floor only.

Current number of people in office space, 2nd and 3rd floors, is 12. GPL staff is 4 with training, gatherings, etc. for up to 20 people.

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City of Portland General Bulding Permit Application Fire Department Requirements

Greater Portland Landmarks – 93 High Street Renovation of Existing Building (1st floor only) for office use

Fire Alarm System:

The fire alarm system will be updated throughout the building as indicated on the Fire Alarm Update Plans, Sheets FA-1 through FA-4. Existing system components and proposed updates are included. Existing components utilized in the updated system will be verified to be in working order.

GPL proposes to utilize a single room for storage on the Lower Level. Two layers of 5/8" gypsum drywall will be installed on the ceiling and walls, as applicable. Note that existing walls are brick or concrete, approximately 12" thickness. A fire rated door will be installed.

Life Safety Plan:

Emergency lighting and exit signage system will be updated throughout the building as indicated on the Emergency Lighting/Exit Signage Plans, Sheets EL -1 through EL -4. Existing system components and proposed updates are included. Existing components utilized in the updated system will be verified to be in working order.

GPL is requesting a reasonable accommodation for egress from the 3rd floor in accordance with NFPA 101, Chapter 39.2.4.4. All requirements will be met upon completion of construction. The scope of work for the proposed project will include removal of the existing door and frame and installation of sheetrock to close the opening from the 2nd floor to the egress stair so that it will be utilized only by the 3rd floor.

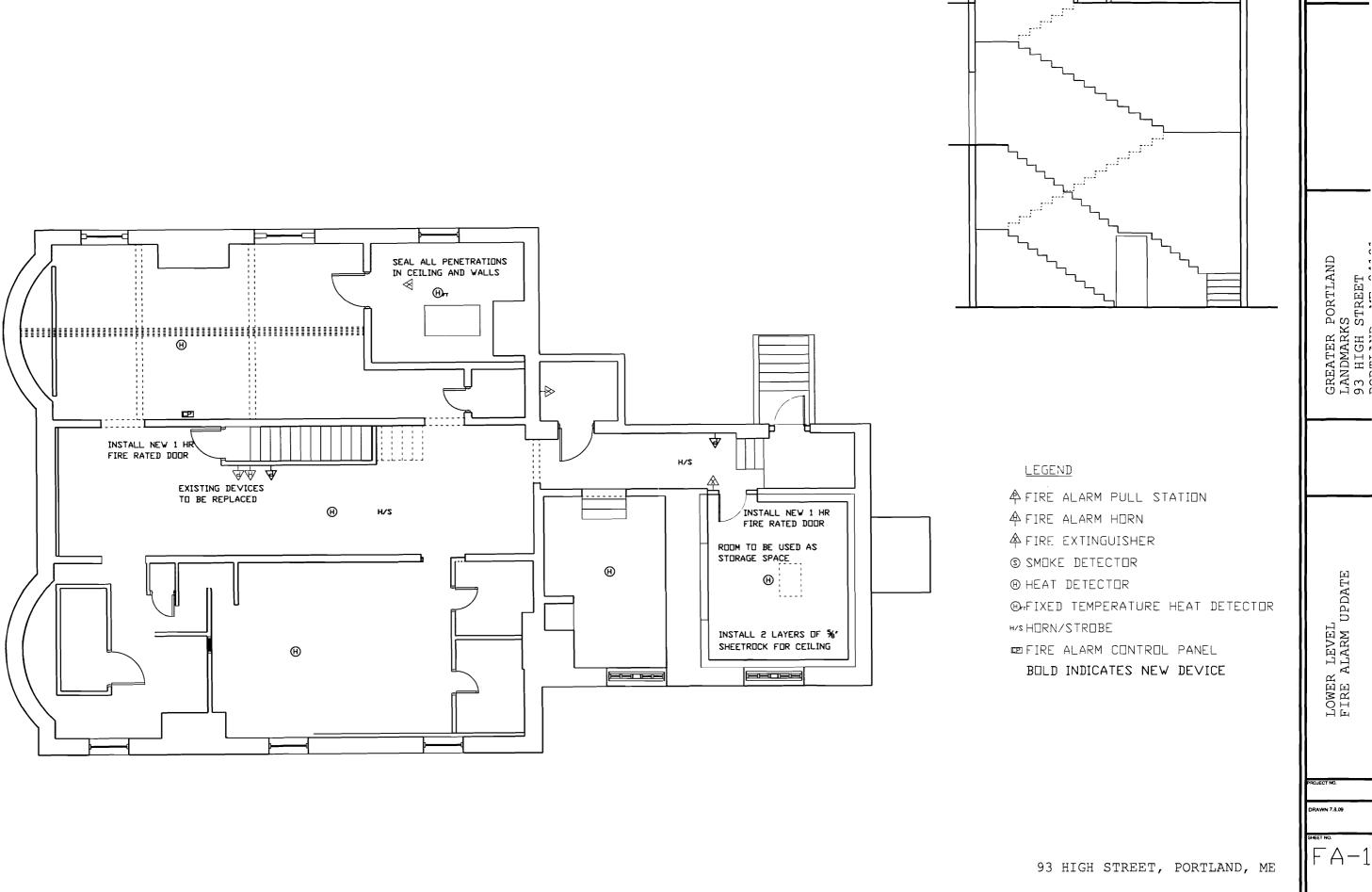
Discussions with City of Portland Fire Department:

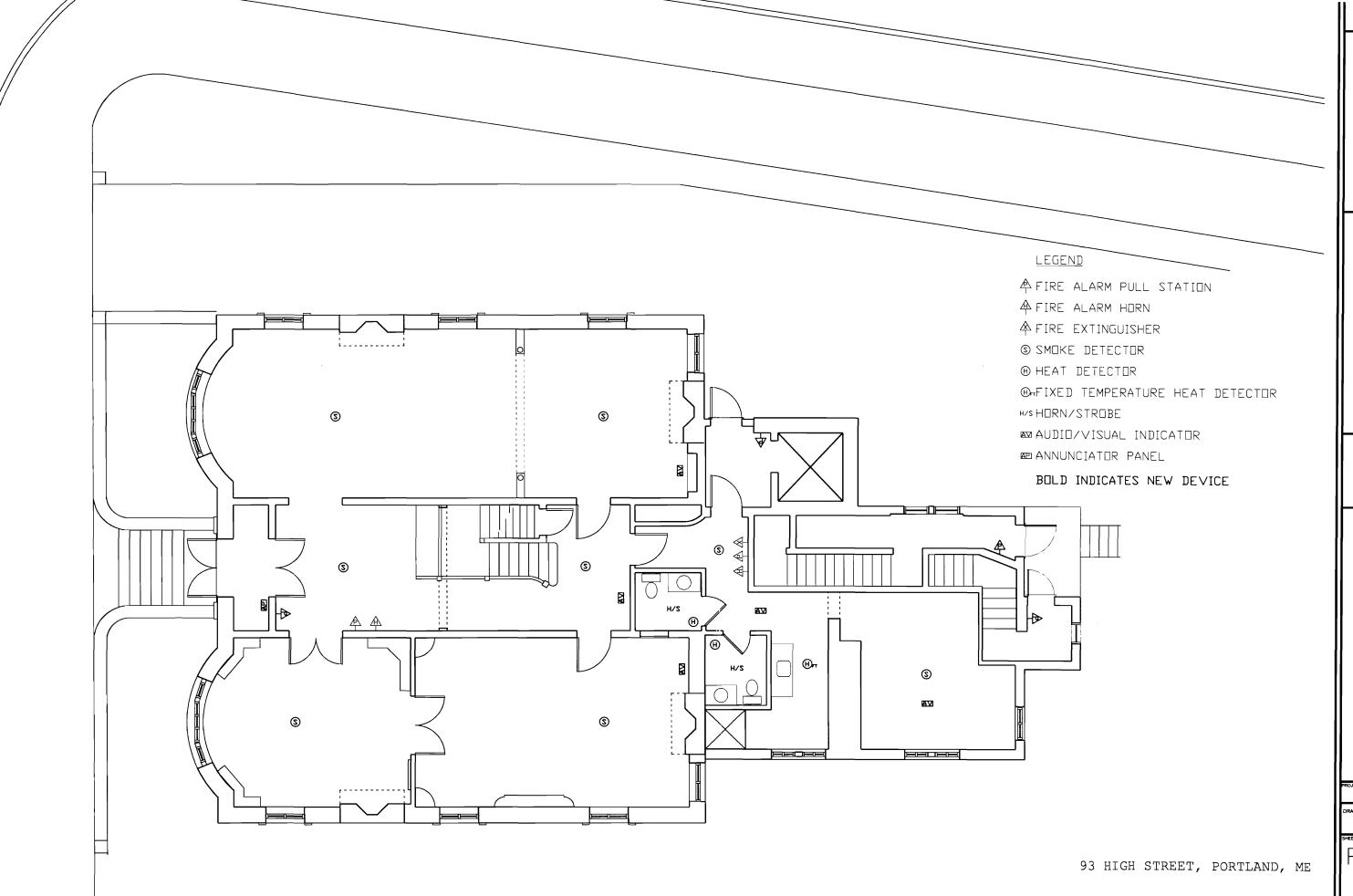
A site meeting and walk through of the building was held with Ben Wallace, Fire Prevention Officer, City of Portland Fire Department, Doug Hansen, Protection Professionals, and Claire Betze, Taggart Construction, on June 11, 2009 to discuss preliminary plans for construction, including an update of the existing fire alarm system.

A second site meeting and walk through of the building was held on July 7, 2009 with Keith Gautreau, Fire Prevention Officer, City of Portland Fire Department (Ben Wallace was not available), Doug Hansen, and Claire Betze to review GPL's proposed plan to update the fire alarm system and to discuss emergency lighting and exit signage for the building.

Items noted in the discussions of both meetings have been incorporated into scope of work for the project and are included on the Fire Alarm Update Plans and the Emergency Lighting/Exit Signage Plans.

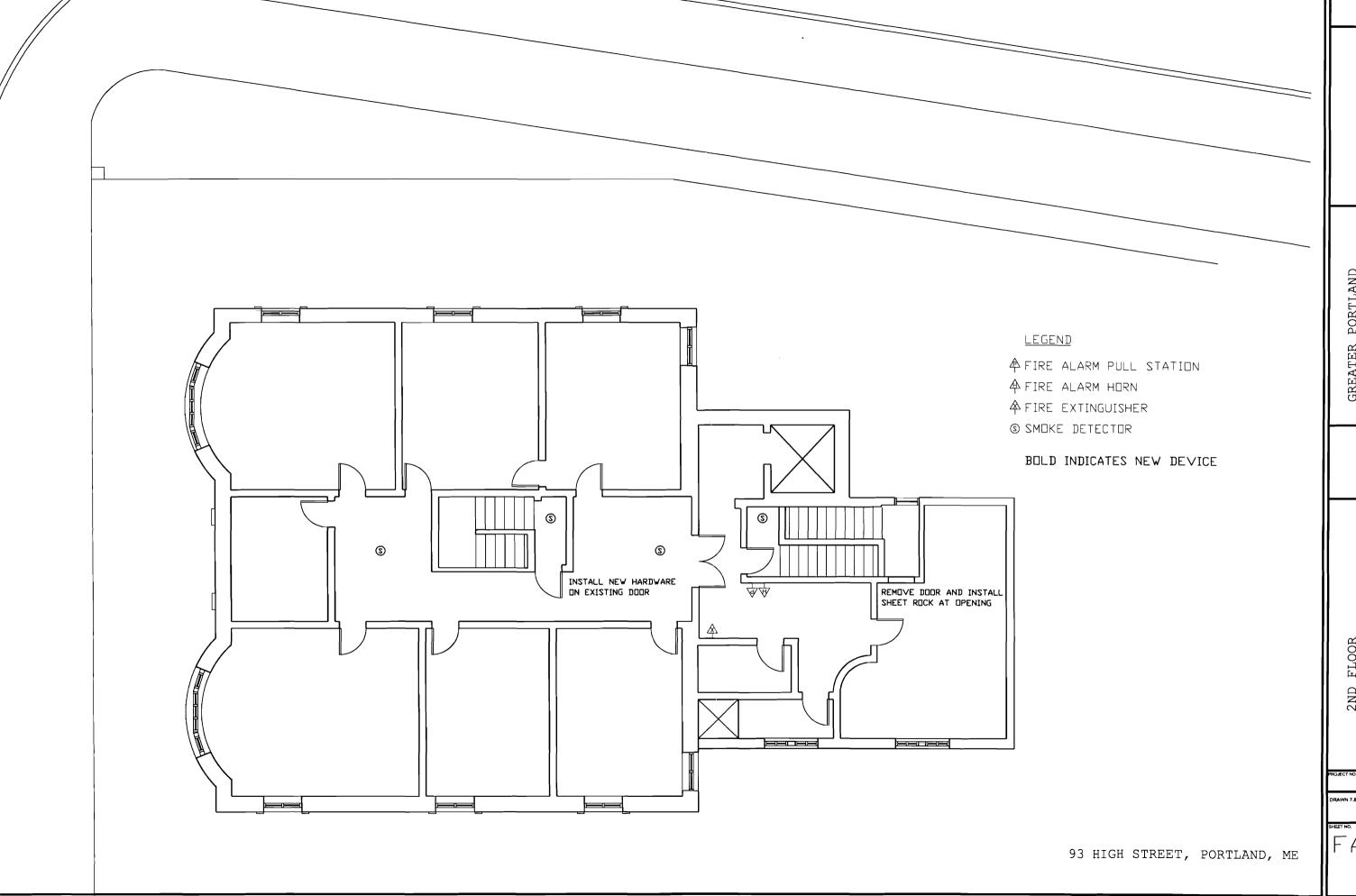
GPL/PM Page 2 7/16/2009





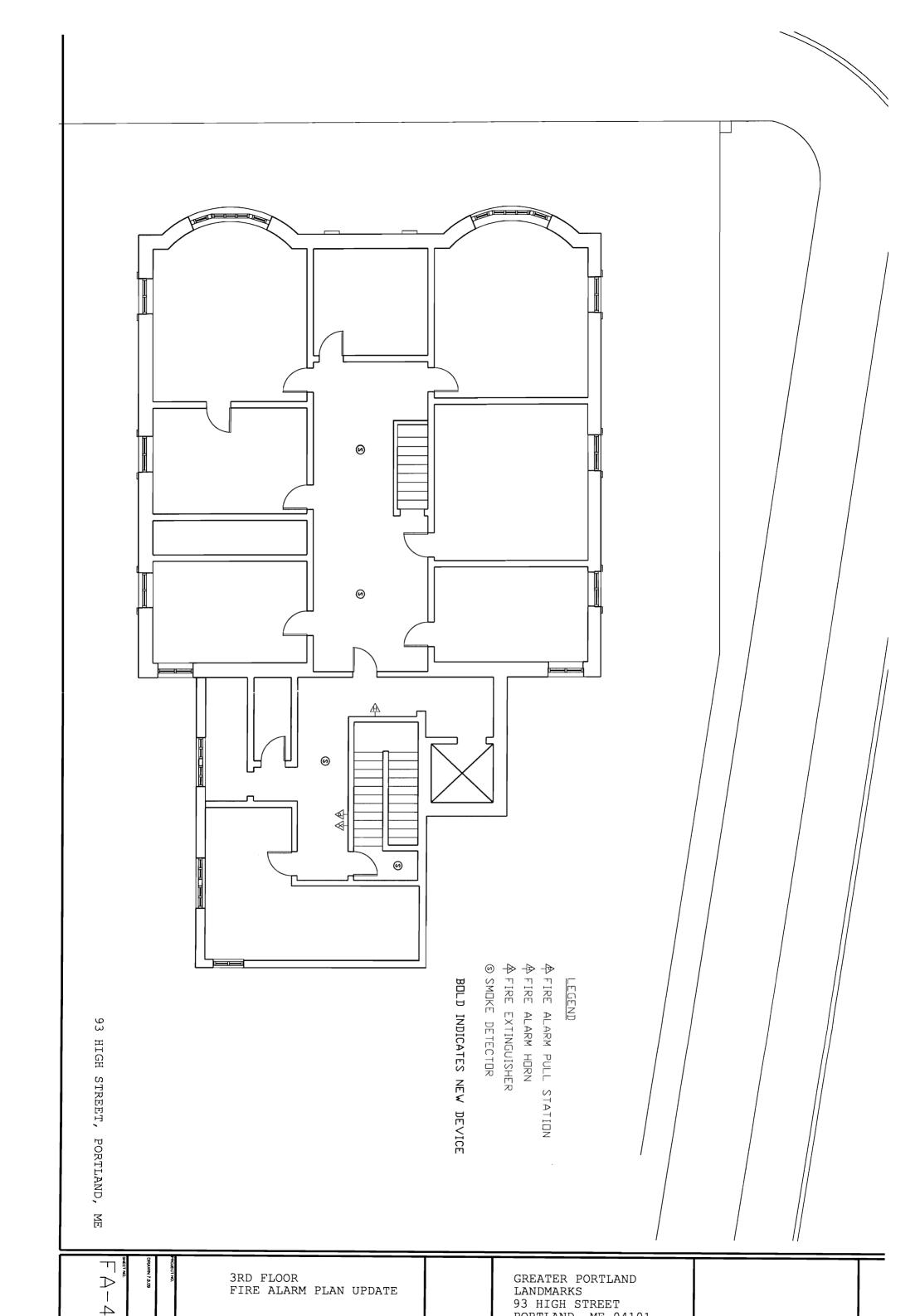
GREATER PORTLAND LANDMARKS 93 HIGH STREET

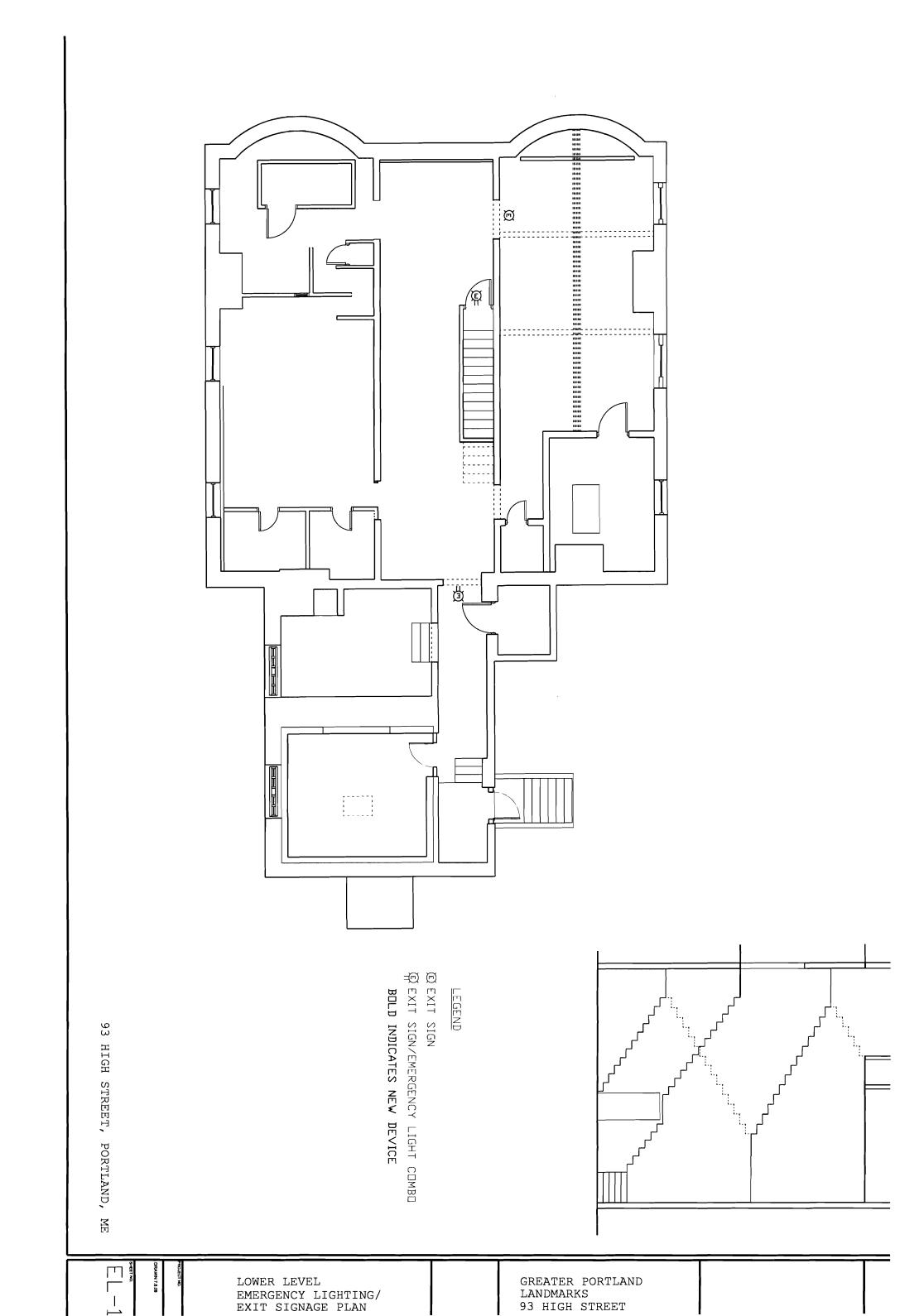
1ST FLOOR FIRE ALARM PLAN UPDATE

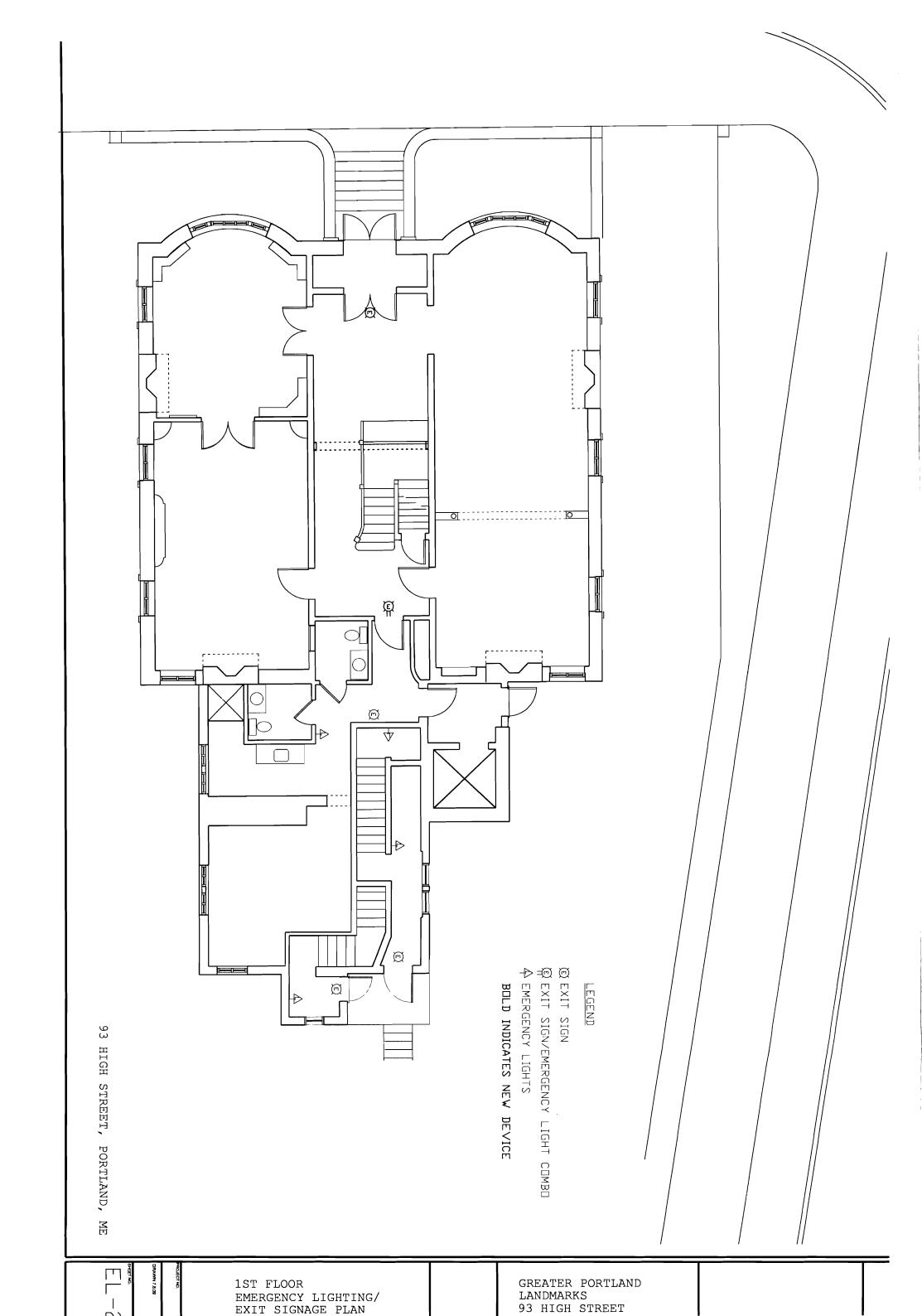


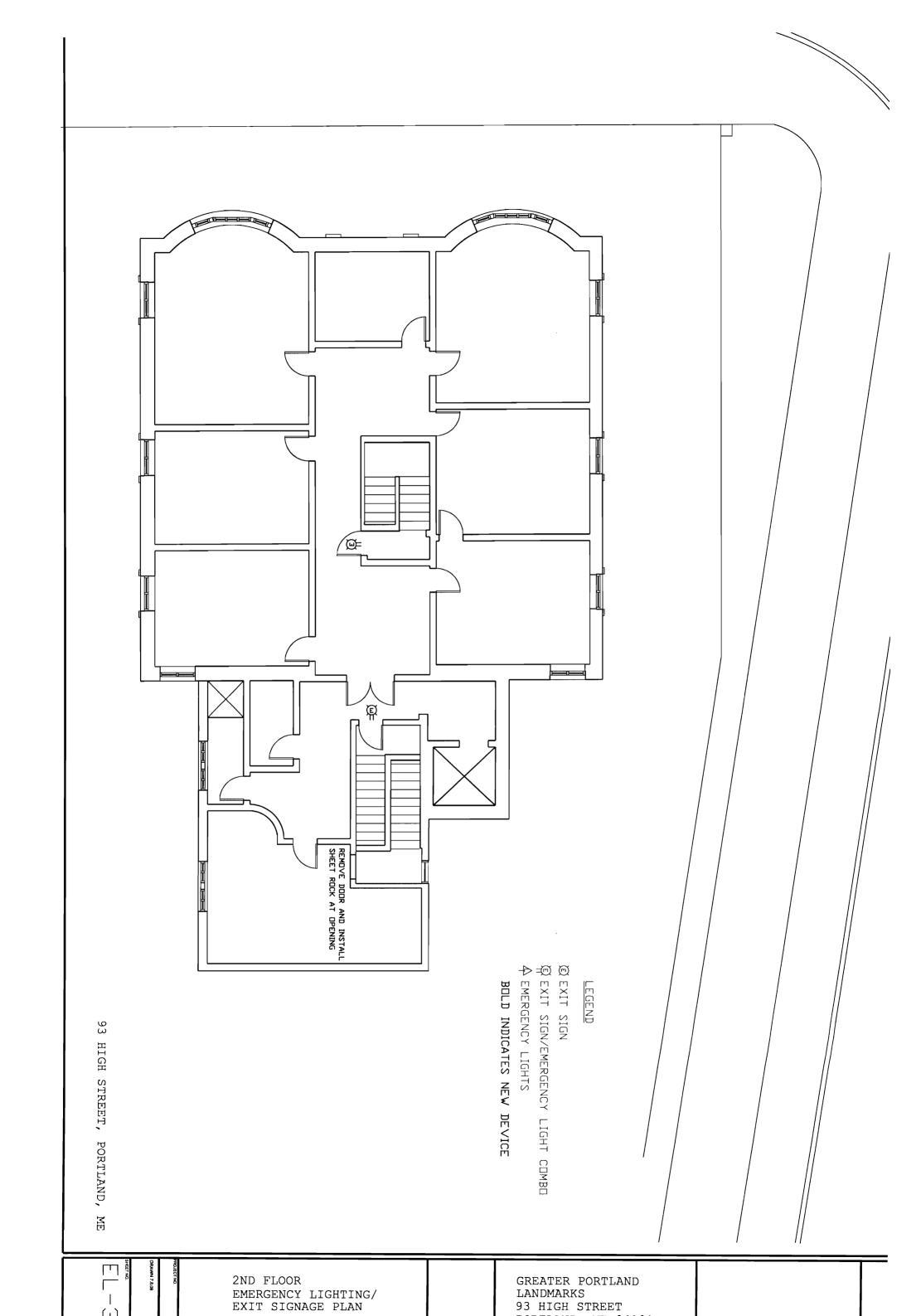
GREATER PORTLAND LANDMARKS 93 HIGH STREET

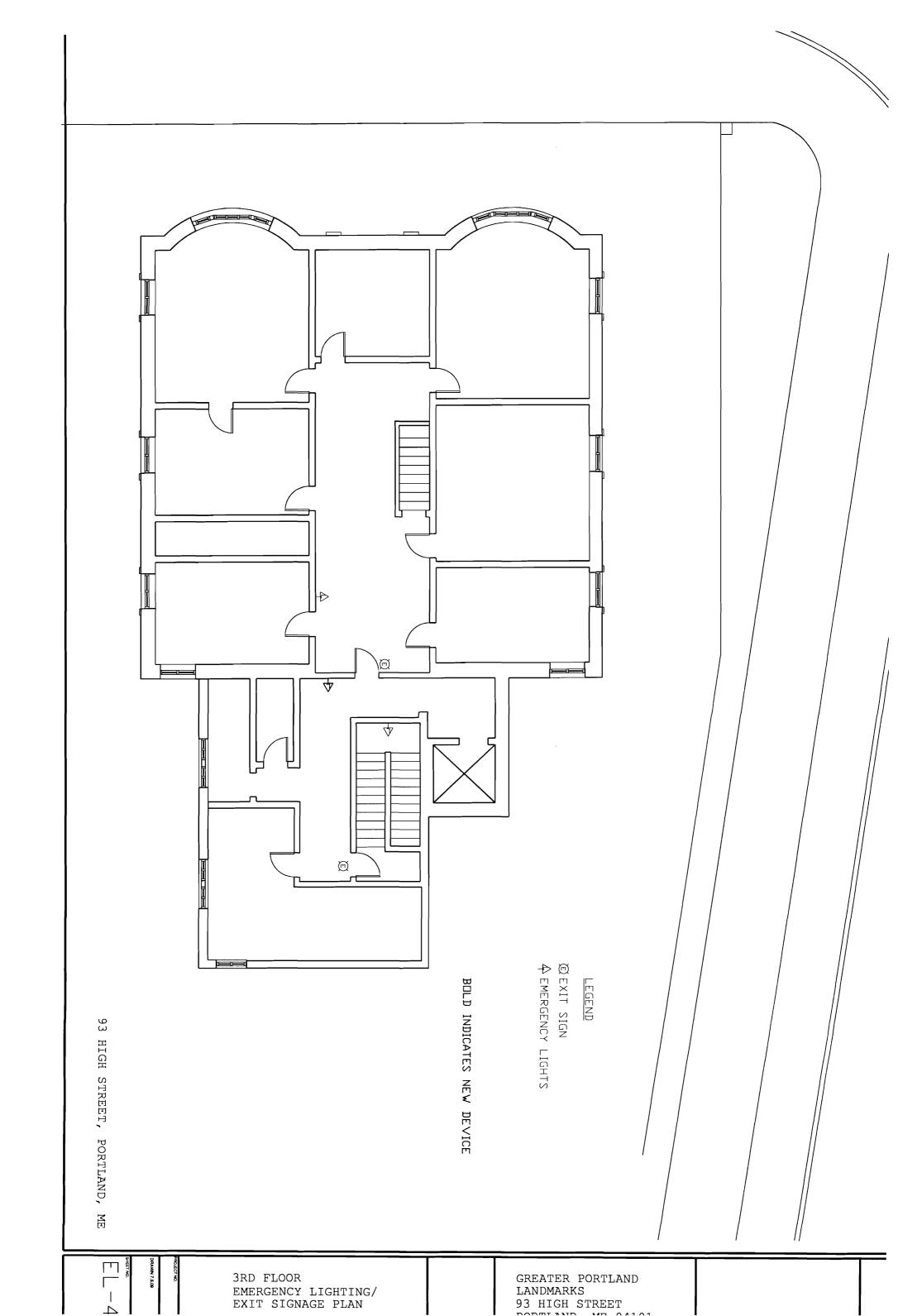
2ND FLOOR FIRE ALARM PLAN



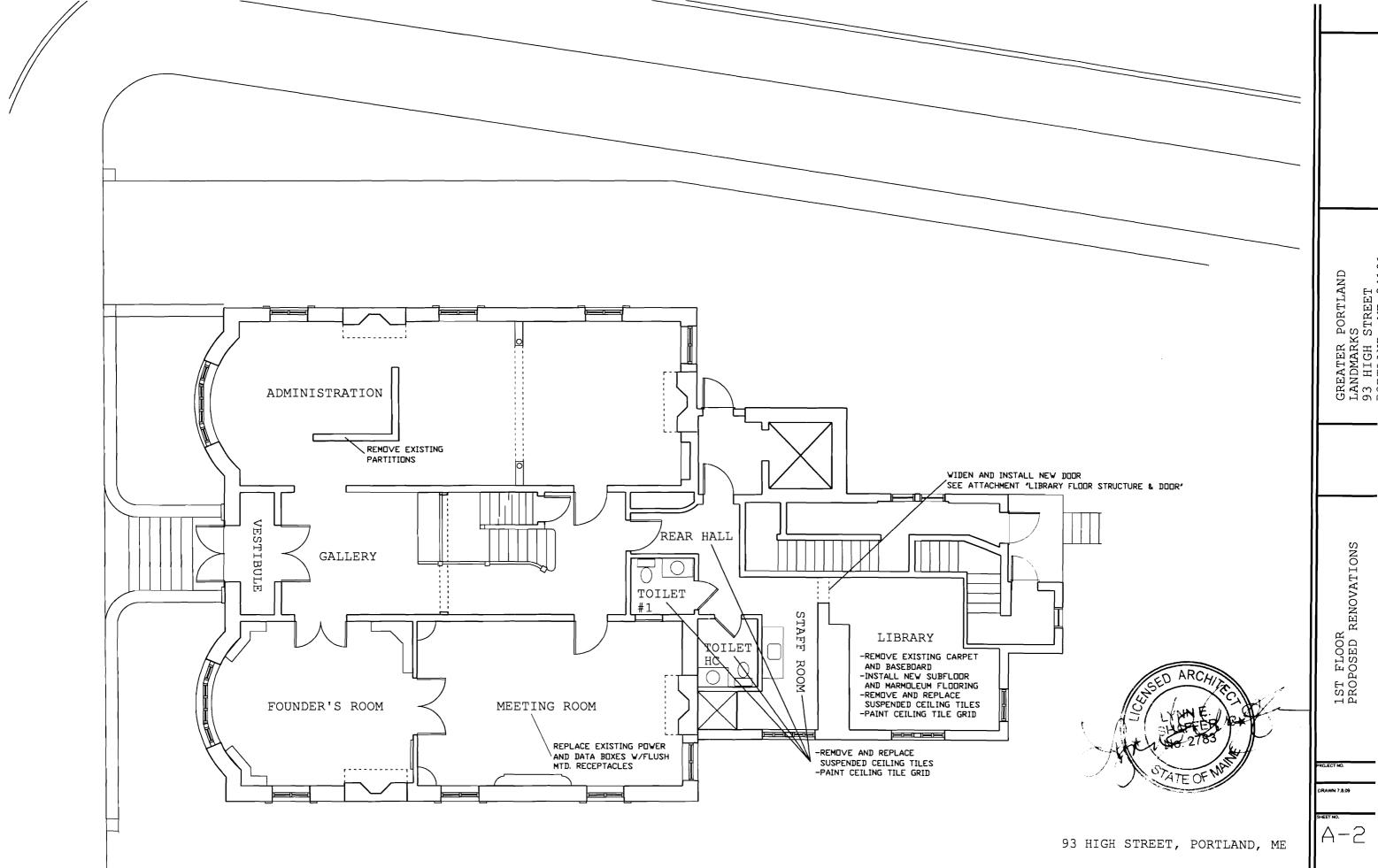




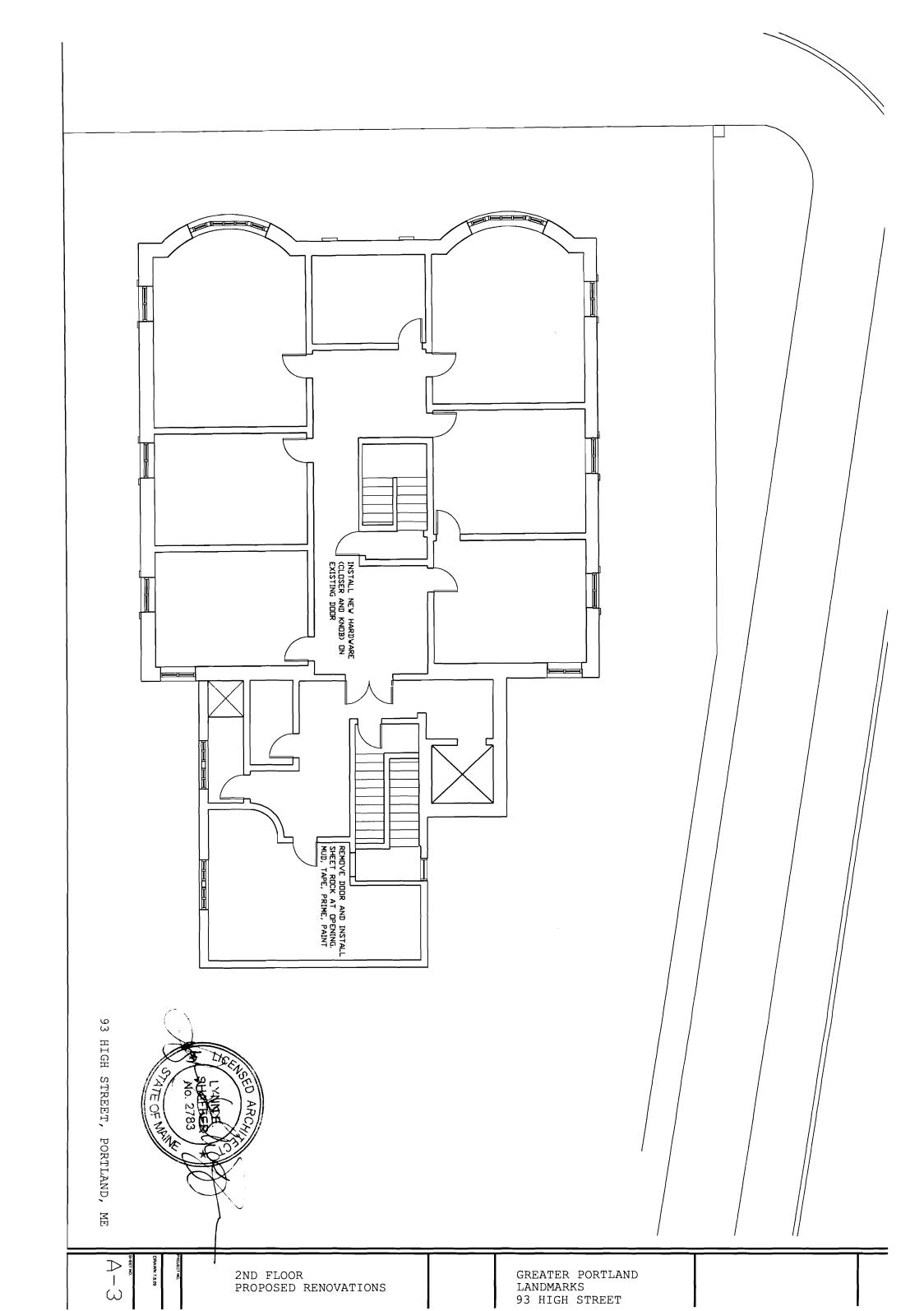




93 HIGH STREET, PORTLAND, ME



A-2



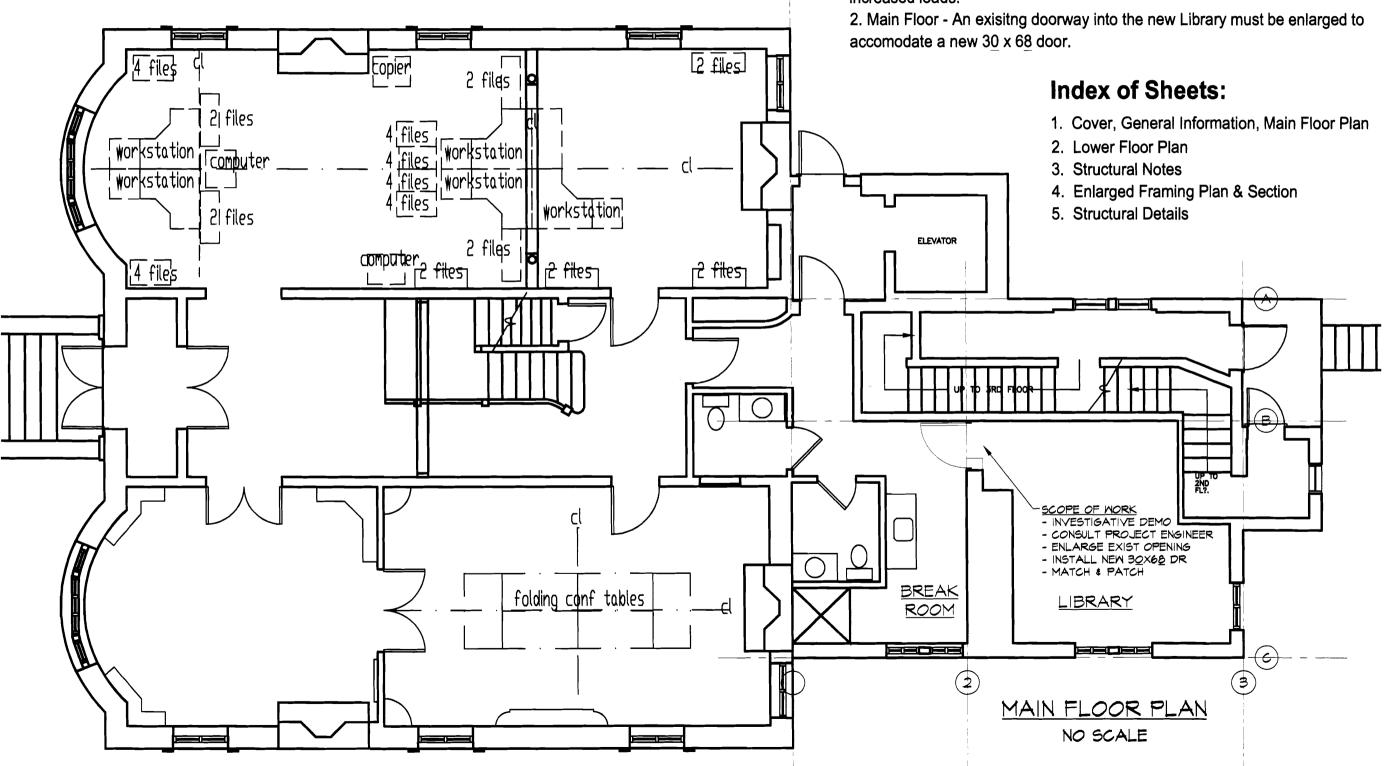


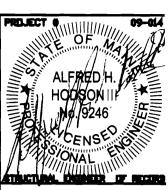
Description of the Project:

Greater Portland Landmarks will move into 95 High Street and must make certain improvements to open the new Center for Architecure & Presvervation.

Scope of Work:

1. Lower Floor - The floor of the new Library must be reinforced to accommodate increased loads.





Lachman

Architects & Planners 165 State Street Portland, ME 04101 207-773-3811

ResurgencE

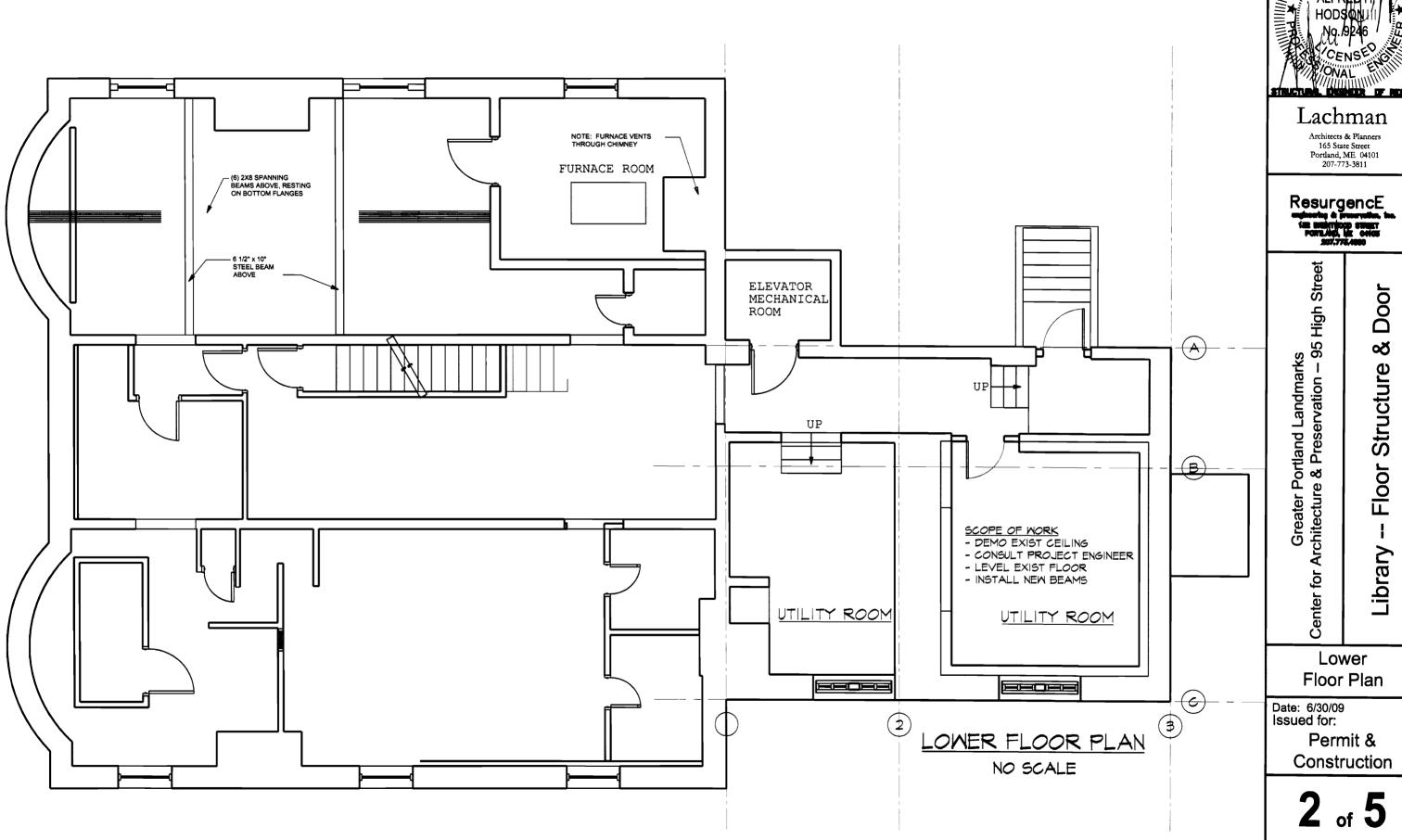
Greater Portland Landmarks
Center for Architecture & Preservation – 95 High Street
Library -- Floor Structure & Door

Main Floor Plan

Date: 6/30/09 Issued for:

Permit & Construction

1 of 5



PROLECT

GENERAL NOTES

- THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND LOCAL SAFETY REQUIREMENTS.
 FURTHERMORE, THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR THE SAFETY OF ADJACENT PORTIONS OF THE BUILDING, ADJACENT PROPERTY, AND THE PUBLIC.
- 2. THE STRUCTURAL DESIGN OF THESE REPAIRS IS BASED ON THE FULL INTERACTION OF ALL CONNECTED COMPONENTS. NO PROVISIONS HAVE BEEN MADE FOR ANY TEMPORARY CONDITIONS THAT MAY ARISE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE DESIGN AND CONSTRUCTION OF ALL FORMS, SHORING, AND TEMPORARY BRACING DURING THE PROGRESS OF THE PROJECT.
- 3. WORK NOT INDICATED ON A PART OF THE DRAWINGS BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE INCLUDED.
- NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND EXISTING CONDITIONS THAT MAY AFFECT THE WORK.
- THE INSTALLATION AND OR REMOVAL OF PROPOSED MATERIALS SHALL NOT DAMAGE EXISTING COMPONENTS.
- 7. ANY MODIFICATION OR ALTERATION OF THESE CONSTRUCTION DOCUMENTS OR CHANGES IN CONSTRUCTION FROM THE INTENT OF THESE DRAWINGS BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL OF THE ARCHITECT AND/OR ENGINEER SHALL REMOVE ALL PROFESSIONAL AND LIABILITY RESPONSIBILITY OF THE ARCHITECT AND/OR ENGINEER.
- 8. DO NOT SCALE FROM THE DRAWINGS.
- 9. SEE MATERIAL SPECIFICATION NOTES ON SHEET 4 FOR ADDITIONAL REQUIREMENTS.

DESIGN CRITERIA

1. INTERNATIONAL BUILDING CODE. 2003 EDITION: INCLUDING CONSIDERATION OF CHAPTER 34. EXISTING BUILDINGS.

ADDRESS: 93 HIGH STREET, PORTLAND, MAINE

SNOW LOAD: NOT APPLICABLE TO PROJECT WIND LOAD: NOT APPLICABLE TO PROJECT

LIVE LOAD: 100 POUNDS PER SQUARE FOOT, LIBRARY FLOOR

WITH ADDITIONAL CONCENTRATED LOADS IMPOSED BY SHELVING SYSTEMS.

SYSTEMATICS INC. CANTILEVER SHELVING UNITS

SINGLE-FACED WITH 90: UPRIGHTS x 36" WIDE x 7 LEVELS OF 10" DEEP SHELVING

EQUIPMENT WEIGHT = 4,590 POUNDS BOOK WEIGHT = 12,096 POUNDS

TOTAL SYSTEM WT. = 16,686 POUNDS

SEISMIC LOAD: PER IBC SECTION 1615.0; EARTHQUAKE DESIGN DATA PER SECTION 1616.3:

SEISMIC IMPORTANCE FACTOR, le 1.0

SEISMIC USE GROUP I
SHORT-PERIOD RESPONSE ACCELLARATION 0.37
1-SECOND RESPONSE ACCELLARATION 0.10
SEISMIC DESIGN CATEGORY C

BASIC SEISMIC FORCE-RESISTING SYSTEM SHEAR WALLS

RESPONSE MODIFICATION FACTOR 1.5

ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE

GENERAL REQUIREMENTS

- COORDINATE CONSTRUCTION TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK.
- 2. CONDUCT PROGRESS MEETINGS AT SITE AS NECESSARY. REQUIRE SUBCONTRACTOR ATTENDANCE AS REQUIRED FOR COORDINATION OF SITE ACTIVITIES.
- 3. SUBMIT THREE COPIES OF EACH SUBMITTAL, IF REQUIRED.
 PROVIDE SPACE TO RECORD REVIEW AND APPROVAL MARKINGS BY ARCHITECT/ENGINEER.
- DELIVER, STORE, AND HANDLE PRODUCTS USING MEANS AND METHODS THAT WILL PREVENT DAMAGE, DETERIORATION, AND LOSS, INCLUDING THEFT. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 7. SCHEDULE DELIVERY TO MINIMIZE LONG-TERM STORAGE AT PROJECT SITE AND TO PREVENT OVERCROWDING OF CONSTRUCTION SPACES. DELIVER PRODUCT IN MANUFACTURER'S ORIGINAL SEALED CONTAINER OR PACKAGEING, COMPLETE WITH LABELS AND INSTRUCTIONS FOR HANDLING, STORING, UNPACKING, PROTECTING, AND INSTALLING.
- 8. STORE PRODUCTS THAT ARE SUBJECT TO DAMAGE BY THE ELEMENTS UNDER COVER IN A WEATHERTIGHT ENCLOSURE ABOVE GROUND, WITH VENTILATION ADEQUATE TO PREVENT CONDENSATION.
- 9. WHERE DRAWINGS SPECIFY A SINGLE PRODUCT OR MANUFACTURER, PROVIDE THE ITEM INDICATED THAT COMPLIES WITH REQUIREMENTS.

ROUGH CARPENTRY MATERIALS AND REQUIREMENTS

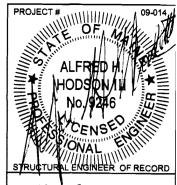
1. DIFFERING TIMBER MATERIALS ARE SPECIFIED AT VARIOUS LOCATIONS. MATERIAL GRADES SHALL CONFORM TO THE FOLLOWING SPECIES AND GRADES:

CONVENTIONAL LUMBER: SPRUCE-PINE-FIR (south) NO. 2 GRADING PER NELMA PRESSURE-TREATED TIMBER: SOUTHERN YELLOW PINE NO. 2 GRADING

COMPOSITE LUMBER: PARALLAM BY WEYERHAUSER, Fb=3,100 psi, E=2000ksi.

ALL LUMBER AND TIMBER FRAMING MATERIAL SHALL BE STORED IN A PROTECTED, DRY AREA OFF OF THE GROUND AND GROUND FLOOR SURFACES. STORE MATERIAL OUT OF DIRECT SUNLIGHT TO PREVENT DIFFERENTIAL DRYING AND WARPING.

- TIMBER FRAMING SCREWS, WHERE INDICATED, SHALL BE MANUFACTURED BY FASTENMASTER, (413) 789 0252. TIMBER FRAMING SCREWS MAY INCLUDE THE FOLLOWING TYPES: TIMBERLOK, HEADLOK, OR TRUSSLOK AS INDICATED ON THE DRAWINGS. INSTALL ALL FASTENMASTER FASTENERS IN PRE-DRILLED HOLES, USING 1 / 8" PILOT BIT.
- 3. JOIST HANGERS SHALL BE MANUFACTURED BY SIMPSON STRONG-TIE, INC. ALL HANGERS SHALL BE Z-MAX COATED, ATTACHED WITH 10d x 1 1 /2" HANGER NAILS.
- 4. THIS PROJECT INVOLVES JOINING NEW MATERIALS WITH EXISTING TIMBER AND LUMBER AND SHORING AND LEVELLING EXISTING FLOORS. IT IS ESSENTIAL TO LIFT EXISTING FLOOR JOISTS AND GIRDERS INCREMENTALLY, NOT RAISING FRAMING TOO MUCH IN ANY ONE LIFT OR DAY.
- 5. RIGHT-ANGLE DRILLS ARE AN ESSENTIAL TOOL TO ACCOMPLISH ANY SISTERING OR SPLICING WORK UNDER THE FIELD CONDITIONS. INSTALL ALL FASTENMASTER FASTENERS IN PRE-DRILLED HOLES, USING 1/8" PILOT BIT. TACK JOIST HANGERS INTO POSITION AND PREDRILL PILOT HOLES WITH 3/32" WOOD BIT INTO EXISTING LUMBER, IF SUCH CONDITIONS ARISE.
- 6. NOTIFY ENGINEER IF, DURING COURSE OF CONSTRUCTION, CONTRACTOR DECIDES THAT IT IS MORE EXPEDIENT TO REMOVE AND REPLACE EXISTING FLOOR JOISTS THAN TO TRY TO LEVEL THEM.



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Architects & Planners 165 State Street Portland, ME 04101 207-773-3811

RESURGENCE

ENGINEERING & PRESERVATION, INC 132 BRENTWOOD STREET PORTLAND, ME 04103 207.773.4880

gh Street

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Structure

Floor

Library

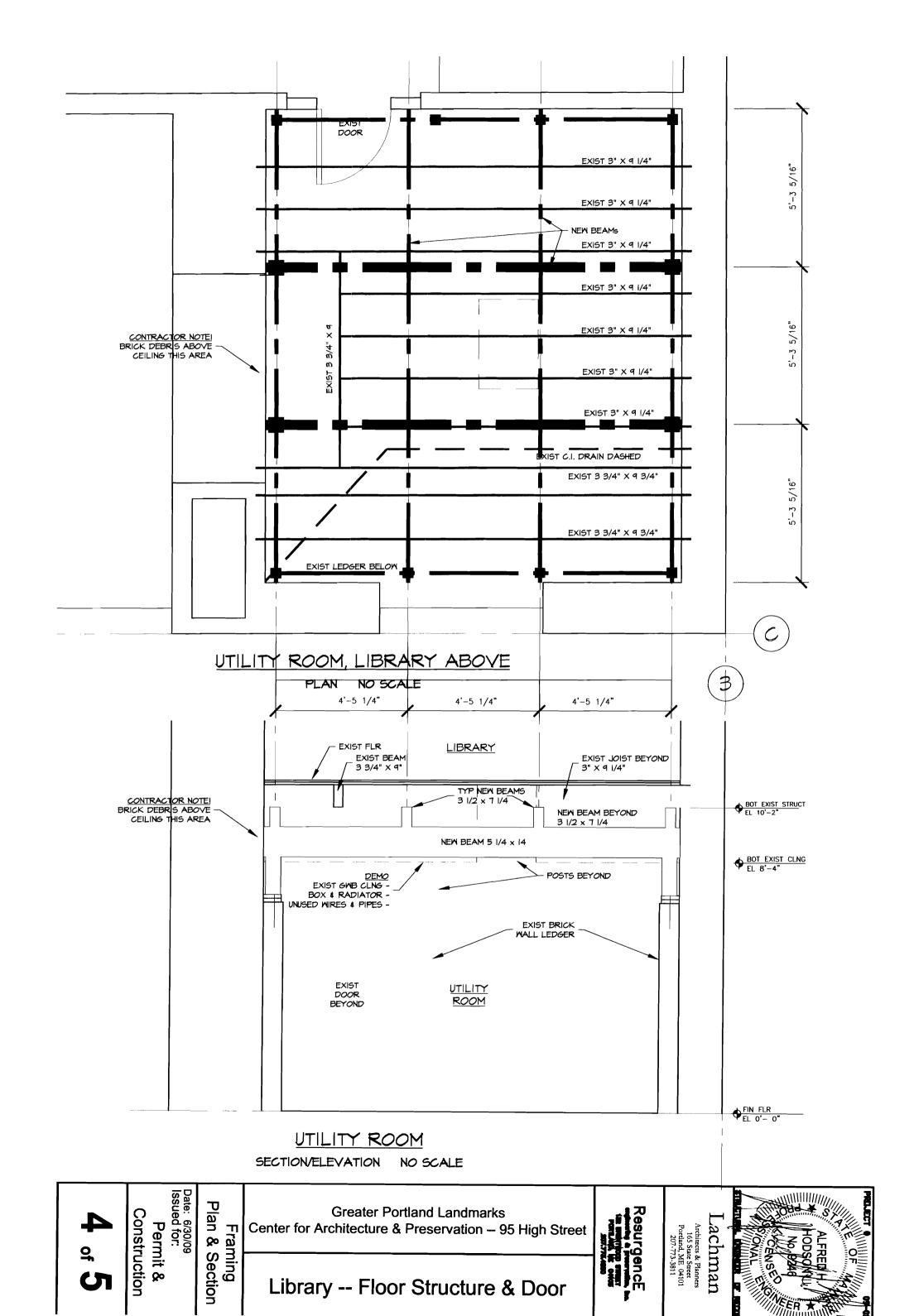
Greater Portland Landmarks Center for Architecture & Preservation -- 93 High St

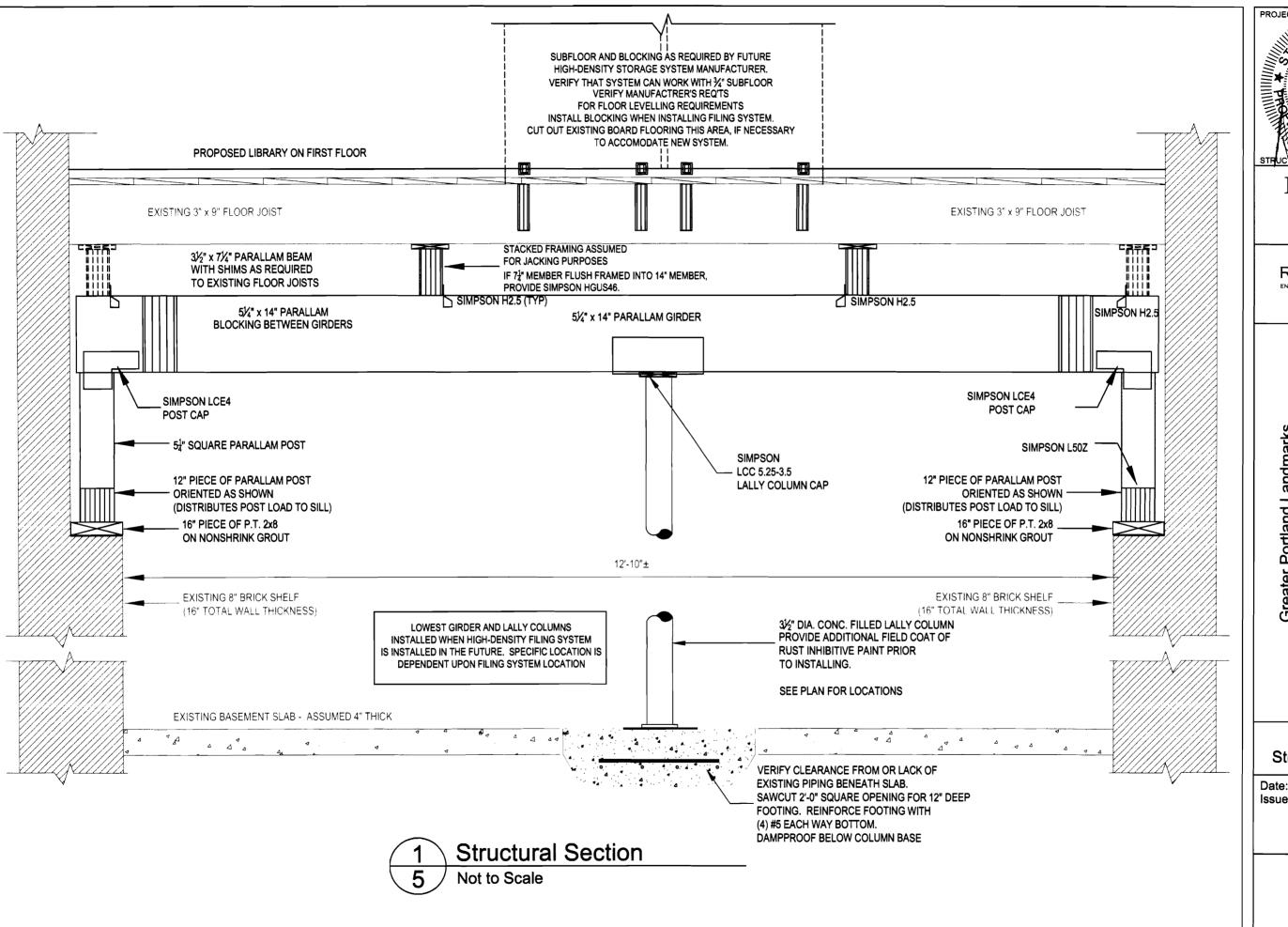
Structural Notes

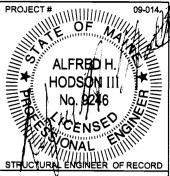
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Door

∞ಶ

Structure

Floor:

Library

Street

Greater Portland Landmarks Center for Architecture & Preservation -- 93 High Str

Structural Details

Date: 6/16/09 Issued for:

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