



October 22, 2014

City of Portland Inspections Division C/O: Jeanie Bourke Plan Reviewer/ Code Enforcement 389 Congress Street Portland, Maine 04101

RE: 638 Congress Street Permit #2014-02290

Dear Jeanie,

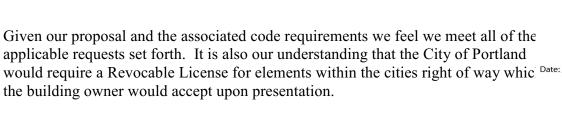
As requested, this letter is to provide you with a brief summary of the structural components of the proposed architectural elements of our project at 638 Congress Street (The Lafayette).

This seven story building is of masonry type exterior wall construction with a wood framed storefront system at the congress street commercial spaces. During Historic Preservation approval, it was determined that the most appealing way to add the intended features and interest to this street scape was by the projected elements you see submitted.

During our investigated of the existing construction it was determined by our structural engineer that the most efficient and cost effective way to support these elements was to integrate them into the existing wall system & building structure. Given the shallow member requirements the structural engineer has designed this system to be a cantilevered double 2x8 system extending into the existing tenant space entry soffits within each space. This allows proper bearing and support within the wall to allow a visually unsupported element at the exterior. Within the soffit and wall system new support hangers, anchors and braces will be installed to meet all necessary structural requirements as set forth by code.

Given this peculiar structural system and integration into the existing façade this element would meet the requirements of section 705.2 'Projections' of the 2009 IBC. Section 705.4 allows for the construction materials of projections to match those of the type of construction while section 1406 limits the use of combustible wall coverings, these projections would be wrapped completely with a flat seam metal roofing product. Our proposed architectural element extends four feet beyond our building façade and therefore four feet beyond the property and into the city right of way. This encroachment is limited by section 3202 to four feet for elements eight to fifteen feet above grade.



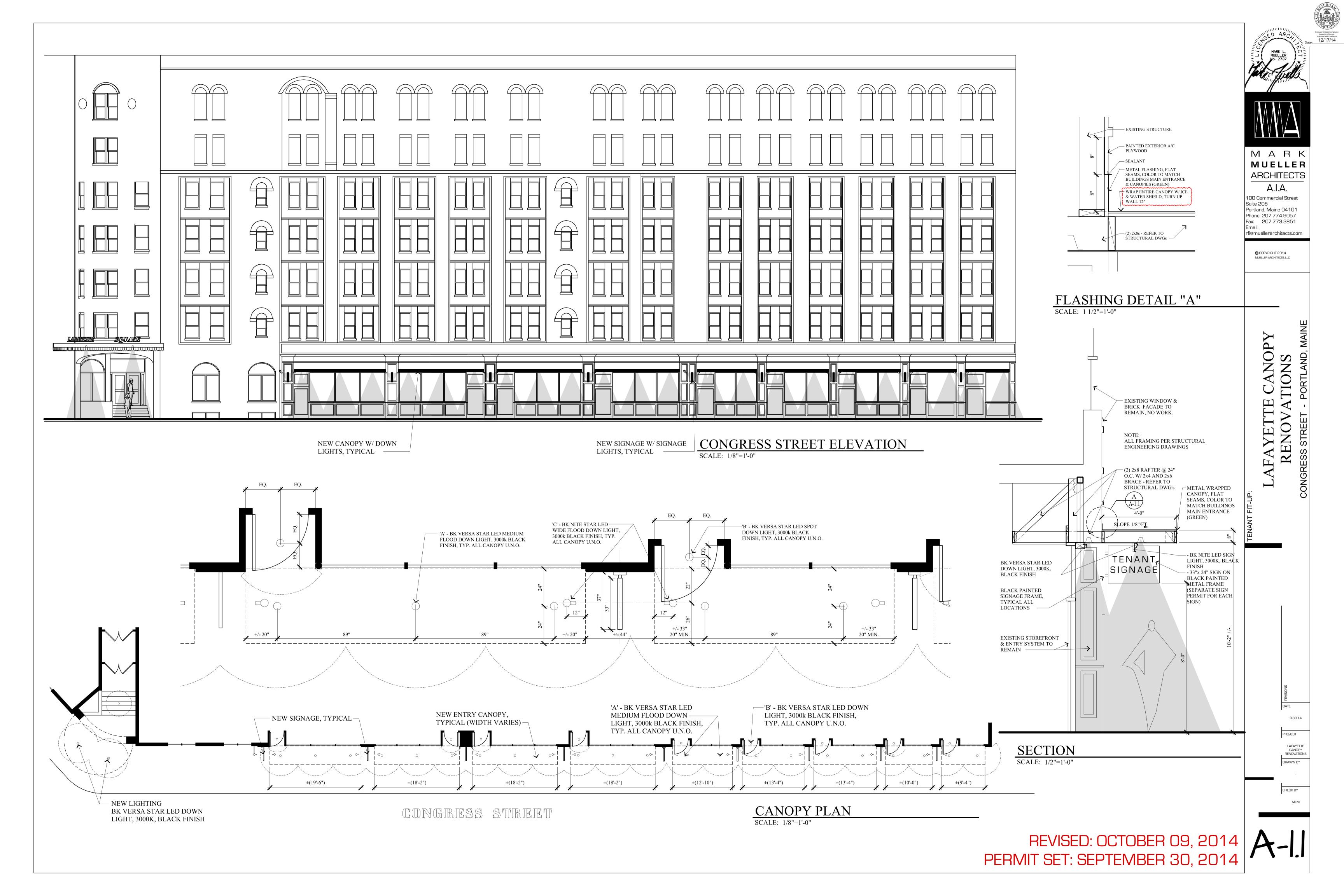




Should you have any additional questions, comments or concerns, please do not hesitate to contact our office.

Sincerely,

Matt Provencal, Assoc. AIA Architectural Designer Mark Mueller Architects





#### CERTIFICATE OF LIABILITY INSURANCE



12/17/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE I CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), Date: REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ertificate holder in lieu of such endor				CONTACT NAME: PHONE (207) 920 2450   FAX (207) 920 6250					
	ton Insurance Agency									
275 US Route 1 Cumberland Foreside, ME 04110						PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350 E-MAIL				
						ADDRESS:				
							` '	RDING COVERAGE		NAIC#
					INSURER A: Vermont Mutual				26018	
INS	URED				INSURER B:					
	638 Congress Street Partne		LC		INSURER C:					
	c/o Port Property Managem 104-114 Grant Street	ent			INSURER D:					
	Portland, ME 04101				INSURER E :					
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								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	1						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	-
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	-
	Section Trainer C. E. C. Timene Scien									
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<u> </u>	ATTENDEDEN				SAI40	ZEERIION				
City of Portland 389 Congress Street						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Portland, ME 04101					AUTHORIZED REPRESENTATIVE					
					AUTHORIZED REPRESENTATIVE					

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# PORTLAND MAIN



Strengthening a Remarkable City, Building a Community for Life · www.portlandmaine.gov

Jeff Levine, AICP, Director Director of Planning and Urban Development Tammy Munson Director, Inspections Division

# Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a *legal signature* per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no permit application can be reviewed until payment of appropriate permit fees are *paid in full* to the Inspections Office, City of Portland Maine by method noted below:

4	Within 24-48 hours, once my complete permit applipaperwork has been electronically delivered, I intend to <b>ca</b> 207-874-8703 and speak to an administrative representative card over the phone.	ll the Inspections Office at		
	Within 24-48 hours, once my permit application and corresponding paperwork has been electronically delivered, I intend to <b>hand deliver</b> a payment method to the Inspections Office, Room 315, Portland City Hall.			
	I intend to deliver a payment method through the U.S. Po permit paperwork has been electronically delivered.	stal Service mail once my		
Applicant Sign	nature: Matt Provencal, Assoc. AIA	Date: September 29, 2014		
I have provided digital copies and sent them on:  Date: September 29, 201				

NOTE: All electronic paperwork must be delivered to <u>buildinginspections@portlandmaine.gov</u> or by physical means ie; a thumb drive or CD to the office.





# **General Building Permit Application**

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

Address/Location of Construction: 638	3 Congress Street				
Total Square Footage of Proposed Struct	ture: N/A				
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 045 A003 001	Applicant Name: Mark Mueller Architects Address 100 Commercial St - Suite 205 City, State & Zip Portland, Maine 04101	Telephone: 207.774.9057 Email: matt@muellerarchitects.com			
Lessee/Owner Name: 638 CONGRESS STREET (if different than applicant) Address: 104 Grant Street City, State & Zip: Portland, Maine 04101 Telephone & E-mail: tom@portpropmgt.com - 207.771.2883	Contractor Name: (if different from Applicant) Address: City, State & Zip: Telephone & E-mail:	Cost Of Work: \$ 50,000.00  C of O Fee: \$  Historic Rev \$  Total Fees: \$ 520.00			
Current use (i.e. single family) Mixed Use Building  If vacant, what was the previous use? N/A  Proposed Specific use: Mixed Use Building - Exterior work only  Is property part of a subdivision? If yes, please name N/A  Project description: The proposed work is for the installation of nine storefront canopies along Congress Street as per the included drawings. Historic Preservation approval has been obtained.					
Who should we contact when the permit is ready: Leyli Johnson - Port Property Management					
Address: 104 Grant Street					
City, State & Zip: Portland, Maine 04101					
E-mail Address: Leyli@portpropmgt.com					
Telephone: 207.252.0338					

Please submit all of the information outlined on the applicable checklist. Failure to do so causes an automatic permit denial.

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 <a href="https://www.portlandmaine.gov">www.portlandmaine.gov</a>, 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.

Matt Provencal Assoc AIA	<sub>Date:</sub> September 29, 2014
Signature: Matt Provencal, Assoc. AIA	Date: September 29, 2014



#### LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the 19<sup>1</sup> day of 1014, between the CITY OF PORTLAND, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine 04101 (the "City" or "Licensor"), and 638 CONGRESS STREET PARTNERS LLC with a place of business in Portland, Maine and mailing address of 104 Grant Street, Portland, Maine 04101 its successors and assigns (hereinafter the "Licensee"), who hereby agree as follows:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, a revocable license is hereby granted to Licensee to occupy portions of land and portions of airspace above land owned by the City and adjacent to property of Licensee located at 638 Congress Street described in a deed to Licensee recorded in the Cumberland County Registry of Deeds in Book 29354, Page 304 ("Licensee's Property"), for the purpose of permitting the encroachment of overhangs over the City property ("encroachments") to be located according to, and used as described in, Exhibit A attached hereto and made a part hereof (collectively the "Licensed Areas"), together with the right from time to time to bring upon the Licensed Areas and areas adjacent thereto workers, materials and machinery necessary for the use and enjoyment of the License granted herein. Occupancy of the Licensed Areas is subject to the following conditions:

- 1. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Licensee's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Licensee related to this License to substantially its condition prior to such work, or as close to that condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of others, of the City's property as described above.
- 2. At all times during the Term of this License Agreement, Licensee, its agents and assigns, specifically including, but not limited to any condominium association as soon as any unit is transferred, shall exclusively be responsible for repairing, keeping and maintaining the Licensed Areas in a safe condition generally, by, among other things: ensuring prompt removal of, or otherwise eliminating snow and ice from all encroachments and in a manner that does not endanger pedestrians; preventing, by design and rules and supervision, objects stored or otherwise present on the encroachments from falling or being dropped or thrown onto the City's sidewalk; repairing, replacing or removing all encroachments as necessary for public safety; taking any and all other measures necessary to protect pedestrians in the sidewalk from injury or other harm arising out of the presence of the encroachments.



- 3. Licensee shall procure and maintain liability insurance in an amount of at leas Date: Four Hundred Thousand Dollars (\$400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensee under the terms of this license. Licensee shall provide City with evidence of such insurance coverage and shall obtain an endorsement providing City with no less than ten (10) days notice prior to non-renewal or cancellation thereof. Such notice shall be sent to City of Portland, Corporation Counsel, 389 Congress Street, Portland, ME 04101. Failure of Licensee to procure or maintain such insurance coverage shall be an Event of Revocation as set forth in Section 4 below.
- 4. This license is assignable to any subsequent owners of the property and/or building located on the land described Cumberland County Registry of Deeds in Book 29354, Page 304; and the duties and obligations hereunder shall, in any event, run with the land and burden all subsequent owners holding rights to use any portion of the Licensed Areas
- 5. Subject to the provisions of Sections 5 and 6 hereof, this Agreement may be revoked six (6) months after receipt by the Licensee of written notice that an Event of Revocation has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after receipt of such notice by Licensee except as set forth in clause 3 below. "Event of Revocation" shall mean: 1) the building shown on the Site Plan fails to be constructed substantially in accordance with the Site Plan or any amendments thereto; 2) the building as shown on the Site Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's Property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or 3) failure to maintain insurance as required under Section 2 above, and such failure is not remedied within thirty (30) days after written notice thereof. City acknowledges that Licensee may amend this Agreement, upon the written approval of the City, for the purpose of correcting and/or revising Exhibit A, to more accurately show the encroachments described above that are being licensed under this Agreement.
- 6. Any notice of an Event of Revocation delivered pursuant to Section 4 of this Agreement must be sent by certified mail, return receipt requested to the Licensee at the address for Licensee set forth above, or at such other address as the Licensee may provide to the City in writing from time to time. Copies of any notices sent to Licensee shall also be sent to:
- 7. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered pursuant to Section 4 hereof, any mortgagee of Licensee's Property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 4 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder. In addition, the City agrees to accept any cure of any Event of Revocation by any of Licensee's members.



IN WITNESS WHEREOF, the City of Portland has caused this Revocable License to executed by Sheila Hill-Christian, its Acting City Manager thereunto duly authorized, as of the day and year first written above.

#### **CITY OF PORTLAND**

Sheila Hill-Christian, its Acting City Manager thereunto duly authorized

STATE OF MAINE CUMBERLAND, ss

/ov. 20\_\_, 2014

PERSONALLY APPEARED the above-named Sheila Hill-Christian, Acting City Manager of the City of Portland as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Motary Public/Attorney at Law

Print name: Jennite L. Thousand My commission expires:

Seen and Agreed to by:

638 CONGRESS STREET PARTNERS, LLC

BY:

Tom Watson

its Managing Partner

Doc#: 60053 Bk:31971 Pa: 306



# EXHIBIT A

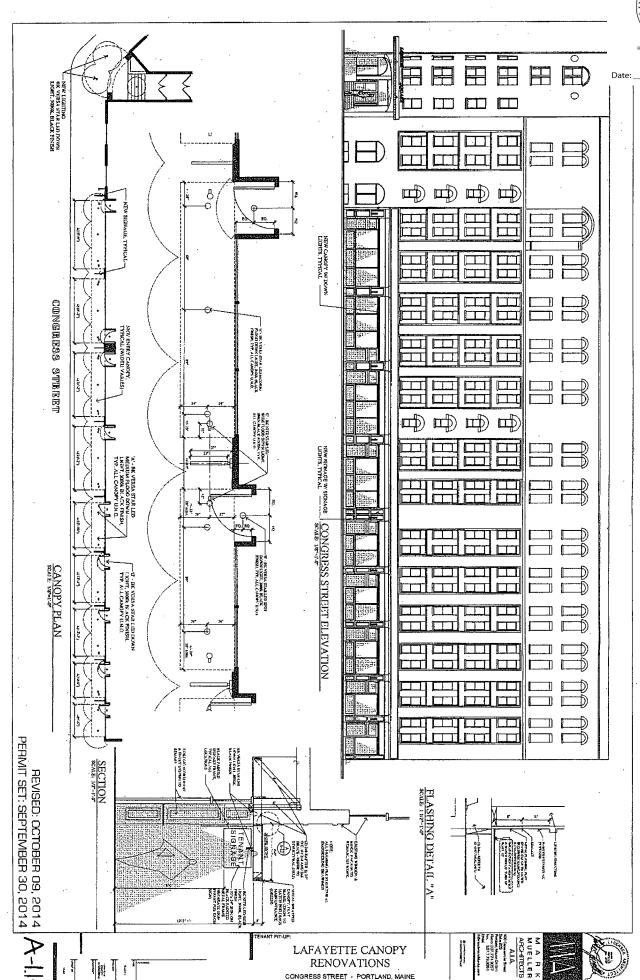
<u>TO</u>

# LICENSE AGREEMENT

# City of Portland to

# **Licensed Areas**

1. Architectural Sheet 'A-1.1 - Proposed Plans'



Received
Recorded Resister of Deeds
Dec 15,2014 03:09:02P
Cumberland Counts
Pawela E. Lovies

J. 18 80.

12/17/14

