

FROM DESIGNER: Archetype, P.A.

DATE: _____

Job Name: Business Interior Fit Up, 106 Gilman St.

Address of Construction: 106 Gilman Street

2003 International Building Code

Construction project was designed according to the building code criteria listed below:

Building Code and Year ICC 2003 Use Group Classification(s) Business

Type of Construction _____

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC Yes

Is the Structure mixed use? No if yes, separated or non separated (see Section 302.3) _____

Supervisory alarm system? Yes Geotechnical/Soils report required?(See Section 1802.2) No

STRUCTURAL DESIGN CALCULATIONS

N/A Submitted for all structural members
(106.1, 106.1.1)

N/A Live load reduction
(1603.1.1, 1607.9, 1607.10)

N/A Roof live loads (1603.1.2, 1607.11)

DESIGN LOADS ON CONSTRUCTION DOCUMENTS
(1603)

Roof snow loads (1603.1.3, 1608)

Uniformly distributed floor live loads (1603.1.1, 1607)

60 psf Ground snow load, P_g (1608.2)

46 psf If $P_g > 10$ psf, flat-roof snow load, P_f
(1608.3)

Floor Area Use

Loads Shown

Office

50 psf

1.0

If $P_g > 10$ psf, snow exposure factor, C_e
(Table 1608.3.1)

1.0

If $P_g > 10$ psf, snow load importance
factor, I_s (Table 1604.5)

1.1

Roof thermal factor, C_t (Table 1608.3.2)

N/A

Sloped roof snowload, P_s (1608.4)

N/A

Seismic design category (1616.3)

N/A

Basic seismic-force-resisting system
(Table 1617.6.2)

Wind loads (1603.1.4, 1609)

N/A Design option utilized (1609.1.1, 1609.6)

N/A

Response modification coefficient, R ,
and deflection amplification factor, C_d
(Table 1617.6.2)

N/A Basic wind speed (1609.3)

N/A Building category and wind importance
factor, I_w (Table 1604.5, 1609.5)

N/A

Analysis procedure (1616.6, 1617.5)

N/A Wind exposure category (1609.4)

N/A

Design base shear (1617.4, 1617.5.1)

N/A Internal pressure coefficient (ASCE 7)

N/A Component and cladding pressures
(1609.1.1, 1609.6.2.2)

Flood loads (1603.1.6, 1612)

N/A

Flood hazard area (1612.3)

N/A Main force wind pressures (1609.1.1,
1609.6.2.1)

N/A

Elevation of structure

Other loads

Earthquake design data (1603.1.5, 1614 - 1623)

N/A

Concentrated loads (1607.4)

N/A Design option utilized (1614.1)

20 PSF

Partition loads (1607.5)

N/A Seismic use group ("Category")
(Table 1604.5, 1616.2)

N/A

Impact loads (1607.8)

N/A Spectral response coefficients, S_{DS} &
 S_{D1} (1615.1)

N/A

Misc. loads (Table 1607.6, 1607.6.1,
1607.7, 1607.12, 1607.13, 1610,
1611, 2404)

N/A Site class (1615.1.5)

12/18/2006

Inspection Department
City Hall
Portland, Maine 04101

RE: Business Interior Fit-up
106 Gilman Street
Portland, Maine

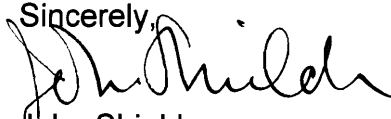
Enclosed is an Application for Exemption from Site Plan Review for a 7,200 square foot Business Use interior fit-up of two existing areas of the Shalom House, Inc. office building at 106 Gilman Street. The fit-up includes two areas: a first floor area of 1,245 square feet that is an existing Business Use and a second floor area of 5,955 square feet that is an existing Storage Use.

Exemption from all items except e) *No Additional Parking/No Traffic Increase* is requested.

Two items of note:

- On-site parking was reviewed and approved by the Planning Board 07/06/06. This parking redevelopment is indicated on the Title Sheet dated 12/18/06 on drawing entitled Parking Plan. The work is scheduled for 2007.
- The proposed fit-up includes a Change of Use of the second floor space from Storage to Business necessitating additional parking. The gross second floor fit-up space is 5,955 square feet, requiring 17.82 additional spaces using a divisor of 334 square feet per space. Attached is a lease agreement between the Applicant and East End Corporation for 18 spaces at Chart 65, Block E, Lot 24. The location of the leased spaces is indicated on the Parking Plan drawing.

Sincerely,



John Shields
Architect

Cc: Bill Floyd – Shalom House

LEASE

LEASE made this 22nd day of November, 2006, by and between EAST END CORP., a Maine corporation with a place of business and mailing address of P.O. Box 10291, Portland, Maine 04104 ("Landlord") and SHALOM HOUSE, INC., a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of P.O. Box 560, Portland, Maine 04112 ("Tenant")

W I T N E S S E T H:

FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, eighteen (18) parking spaces (the "Spaces") located on real property of Landlord's at 81-85 Gilman Street in Portland, Cumberland County, Maine, Tax Map 65, Block E, Lot 24 and described in a deed to Landlord recorded at the Cumberland County Registry of Deeds in Book 19832, Page 97 (the "Property"). Landlord hereby also grants Tenant the right to pass and repass by foot or vehicle over the Property to access the Spaces, in the locations shown on the Plan.

2. Term.

(a) Initial Term. The initial term of this Lease shall be for two (2) years commencing on the date hereof (the "Initial Term").

(b) Renewal of Lease. After the Initial Term described in Section 2(a) above, this Lease shall automatically renew for successive two-year terms thereafter unless otherwise terminated in accordance with the terms of this Lease.

(c) Non-Renewal. Tenant may elect to not renew this Lease by delivering written notice of its intention to not renew this Lease to Landlord at least sixty (60) days prior to the expiration of the then-current term in which case this Lease shall terminate at the end of the then-current term.

3. Rent. Tenant covenants and agrees to pay an annual rent during the term of this Lease of One Dollar (\$1.00) payable in advance.

4. Maintenance. Landlord shall at all times maintain the parking lot where the Spaces are located in the same order and repair as they are in at the commencement of the term, reasonable use and wear and tear excepted. Tenant shall pay to Landlord an equitable share of the costs of maintaining the Spaces, including maintenance, repair and replacement of pavement and striping, plowing and sanding and other customary maintenance.

5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from

time to time be mutually satisfactory. Landlord shall be named an additional insured on such policy.

6. Assignment of Spaces. Tenant may assign individual Spaces to its tenants, subject in all respects to the terms of this Lease.

7. Eminent Domain. In the event that the Spaces or any part thereof, or access thereto, shall be taken by eminent domain such that the Spaces are thereby rendered untenable, then either Landlord or Tenant (upon written notice to the other) may terminate this Lease solely with respect to the portion of the Spaces so taken, and that portion of the award attributable to the value of the land within the Spaces so taken shall be payable solely to Landlord. In the event that any condemnation or eminent domain proceeding is commenced against the Spaces or Landlord's Property: (i) Landlord shall promptly notify Tenant as soon as Landlord becomes aware of such proceeding; (ii) Landlord shall promptly provide Tenant with copies of all notices, pleadings, judgments, determinations and other documentation received by Landlord or its affiliates in connection with such proceeding; and (iii) Tenant shall have the right (but not the obligation) to participate in any negotiations, hearings or other proceedings with the government agency initiating such eminent domain/condemnation action. Landlord shall not enter into any agreement permitting or consenting to the taking of the Spaces or Landlord's Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or eminent domain, without the prior written consent of the Tenant and its limited partners and mortgagees. In the event the Spaces (or any portion thereof) are taken by eminent domain or condemnation, Landlord shall use reasonable efforts to provide alternate parking on any land within 100 yards of the Spaces that is owned or controlled by Landlord or its affiliates. If alternate parking is provided to Tenant in accordance with the previous sentence, the terms governing Tenant's use of such alternate space shall be substantially similar to the terms set forth in this Lease.

8. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

9. Landlord's Mortgages; Tenant's Subordination Thereto. By executing this Lease, Tenant understands, acknowledges and agrees that this Lease is subject and subordinate in all respects to all mortgages now or hereafter placed on the Property by Landlord, and Tenant agrees

to execute and deliver commercially reasonable subordination, nondisturbance and attornment agreements as requested by Landlord's mortgagees.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

11. Transfer of Property. In the event Landlord transfers the Property, this Lease shall continue in full force and effect according to its terms.

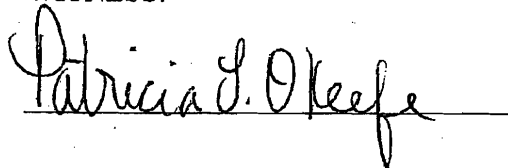
12. Relocation of Spaces. Landlord further reserves the right to relocate at Landlord's expense such parking spaces to other areas within the Property.

13. Landlord and Tenant Defined; Use of Pronoun. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

14. Notices. Except for any notice required under applicable law to be given in another manner (i) any notice to Landlord provided for hereunder shall be delivered by mailing such notice by certified or registered mail, return receipt requested, or overnight courier addressed to Landlord at the address set forth at the beginning of this Lease (or at such other address as the Landlord may designate by notice to Tenant as provided herein), and (ii) any notice to the Tenant shall be delivered by certified or registered mail, return receipt requested, or by overnight courier to the Tenant at the address set forth at the beginning of this Lease (or at such other address as the Tenant may designate by notice to the Landlord as provided herein). Any notice provided for hereunder shall be deemed to have been delivered to the Landlord or Tenant three (3) days after the same has been deposited with the United States Postal Service or overnight courier in the above manner. Actual notice and receipt of any written notice shall constitute notice in all events.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:


Patricia J. O'Keefe

SHALOM HOUSE, INC.

By: 

Joseph C. Brannigan, its Executive
Director

Handwritten signature

EAST END CORP.

By: *Handwritten signature*
Name: Stephen H. Whittier
Title: President

O:\MAS\81126 Shalom House\Gilman group home\Title\Parking Lease.doc



General Building Permit Application

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

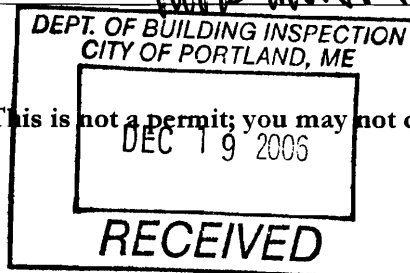
Location/Address of Construction: 106 Gilman Street / <u>321 Valley St.</u>		
Total Square Footage of Proposed Structure 7,200 sq. ft. interior fit up in an existing 15,000 sq. ft. building	Square Footage of Lot 57,500 +/-	
Tax Assessor's Chart, Block & Lot Chart# 65 Block# D Lot# 1, 3-11, 18	Owner: Shalom House Inc. P. O. Box 560 Portland, ME 04112	Telephone: (207) 874-1087
Lessee/Buyer's Name (If Applicable) Maine Medical Center Portland, ME	Applicant name, address & telephone: <u>The Thayer Company</u> <u>55 Bell St. Portland</u> <u>04107 878-5553</u>	Cost Of Work: \$ <u>396,128.00</u> Total Fee: \$ <u>4,065.00</u> C of O Fee: \$ <u>75.</u>
Current Specific use: <u>Fit Up area is currently mixed use: Business & Storage</u>	Proposed Specific use: <u>Business Offices</u>	+3,990
Project description: <u>Business Interior Fit Up of existing first floor business use and existing second floor storage use.</u>		
Specifications N/A Geotech Report N/A		
Contractor's name, address & telephone: <u>Same</u>		
Who should we contact when the permit is ready: <u>Steve Kelton</u>		
Mailing address: _____ Phone: <u>878-5553 X105</u> <u>5553</u>		

**Please submit all of the information outlined in the Commercial Application 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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections 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 of applicant: [Signature] Date: 12-19-2006



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



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM: Archetype, P.A.

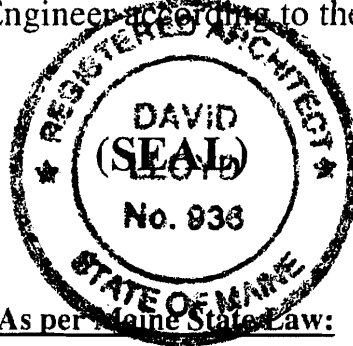
RE: Certificate of Design

DATE: _____

These plans and / or specifications covering construction work on:

106 Gilman Street

Have been designed and drawn up by the undersigned, a Maine registered Architect /
Engineer according to the 2003 International Building Code and local amendments.



As per Maine State Law:

\$50,000.00 or more in new construction, repair
expansion, addition, or modification for
Building or Structures, shall be prepared by a
registered design Professional.

Signature: _____

Title: Architect

Firm: Archetype, P.A.

Address: 48 Union Wharf
Portland, ME 04101



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: David Lloyd, Archetype, P.A.

Address of Project: 106 Gilman Street

Nature of Project: 7,200 sq. ft. Business Interior Fit-Up of existing business
and storage use areas.

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.

Signature: 

Title: Architect

Firm: Archetype, P.A.

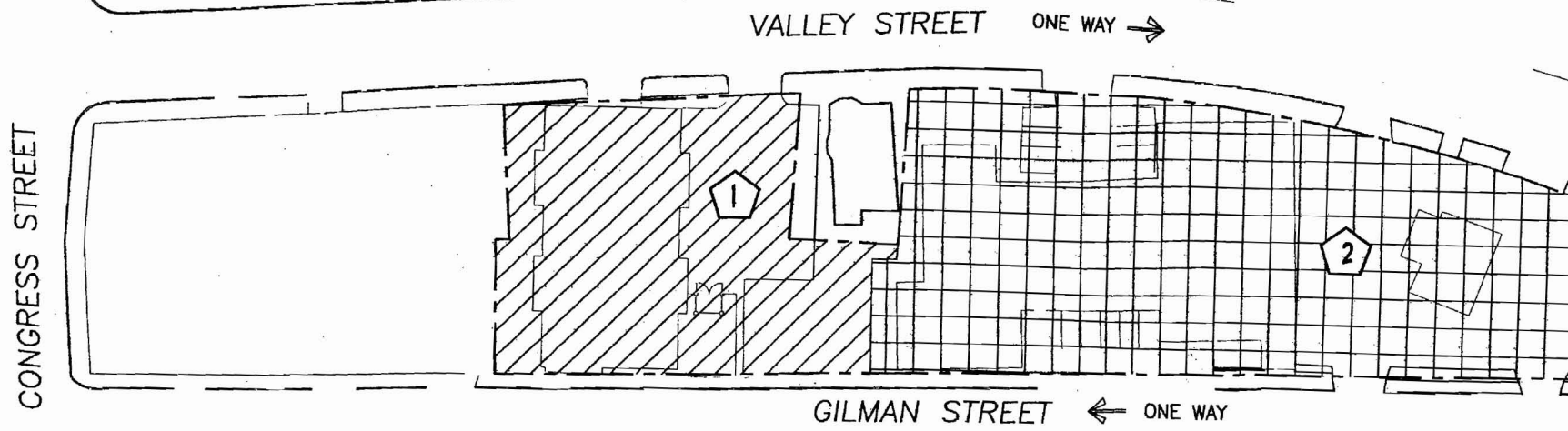
Address: 48 Union Wharf

Portland, ME 04101

Phone: (207) 772-6022



NOTE: If this project is a new Multi Family Structure of 4 units or more, this project must also be designed in compliance with the Federal Fair Housing Act. On a separate submission, please explain in narrative form the method of compliance.



LEGEND

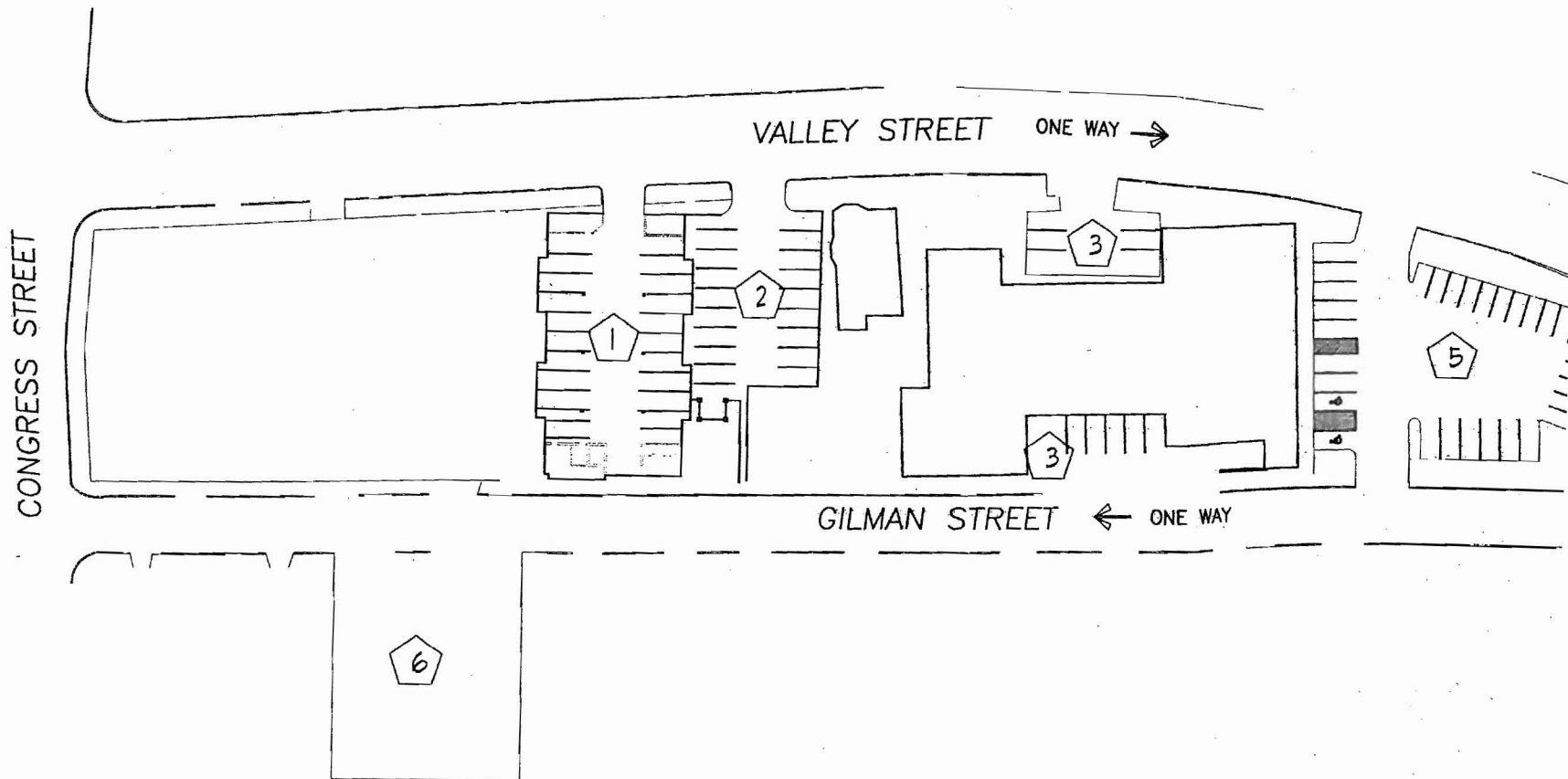
SHALOM HOUSE, INC. PROPERTY LINE - - - - -

KEYED NOTES

- ① R-1 COMPACT URBAN RESIDENTIAL OVERLAY ZONE - 06/28/06.
- ② B-2 COMMUNITY BUSINESS ZONE.

ZONING PLAN

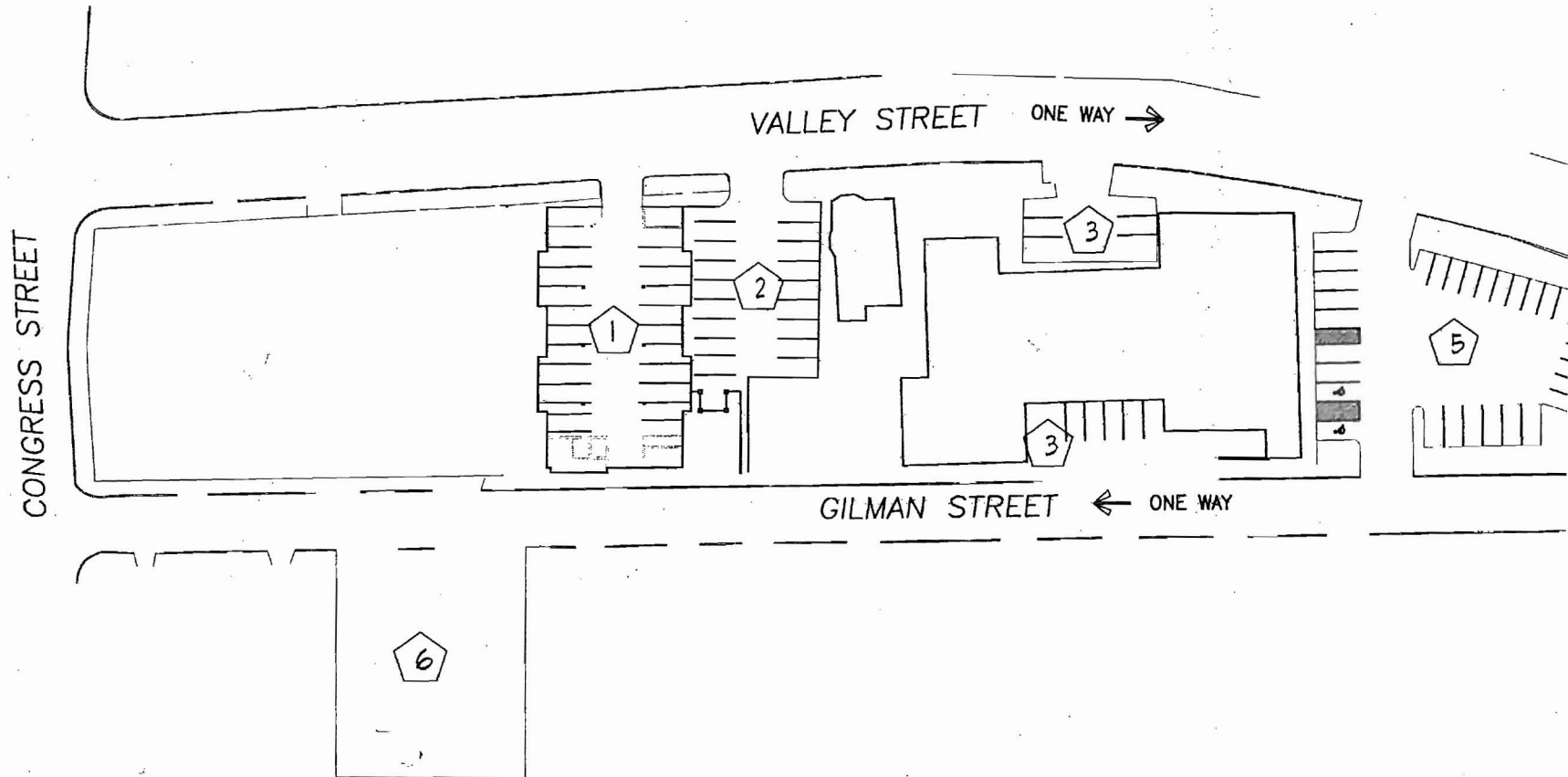
NO SCALE



2 B-2 COMMUNITY BUSINESS ZONE.

ZONING PLAN

NO SCALE



KEYED NOTES

1 (21) BASEMENT SPACES.

2 (16) EXTERIOR SPACES.

3 (6) EXTERIOR SPACES.

4 (6) EXTERIOR SPACES.

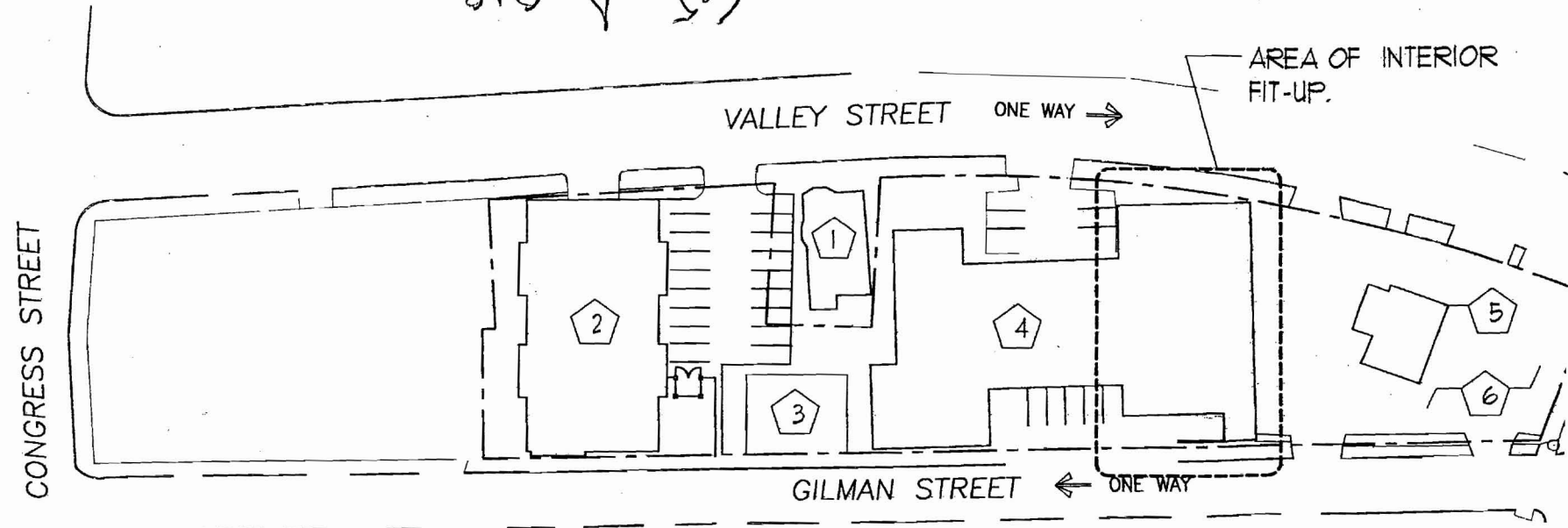
5 PROPOSED (HOUSE PARK
07/06/06 B)

6 (18) OFFSITE
Lot 24.

PARKING PLAN

NO SCALE

RECEIVED
 DEC 19 2006
 DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 65 B 018
 321 Valley



LEGEND

SHALOM HOUSE, INC. PROPERTY LINE -----

KEYED NOTES

- | | | |
|---------------------------------|------------------------------------------------------|-------------------------|
| ① (3) STORY WOOD APT. BUILDING. | ③ VACANT LOT - SITE OF PROPOSED SINGLE FAMILY HOUSE. | ⑤ VACANT BUILDIN SHALOM |
| ② (4) STORY APARTMENT BUILDING. | ④ SHALOM HOUSE OFFICES. | |

LOCATION PLAN

NO SCALE

