

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, if Any,
Attached

PERMIT

Permit Number: 071453

This is to certify that Omnia Gallia, LLC/Reagan & Company

has permission to Change of use from salon to office space add door to create conference room

AT 1 WILLIAM ST 116 A004001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances 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 lines and grade if nature of work requires such information.

Notification inspection must be given and work on permit on procedure before this building or part thereof is occupied or closed-in. FOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

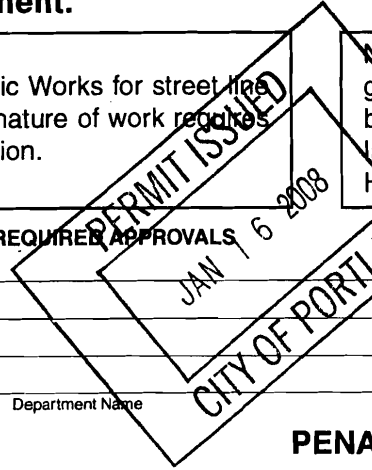
Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name



Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

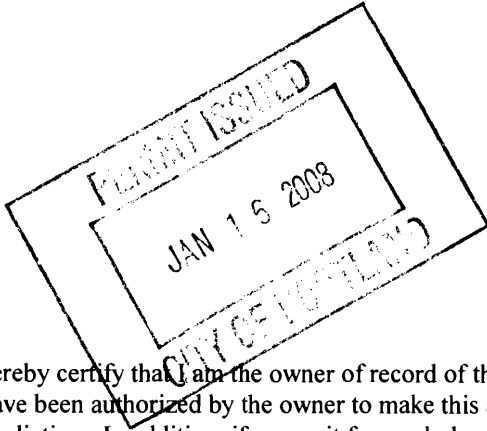
City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 07-1453	Issue Date:	CBL: 116 A004001
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Location of Construction: 1 WILLIAM ST	Owner Name: DEBBIE ELLIOTT INC	Owner Address: ONE WILLIAM ST	Phone:
Business Name: Keiter & Associates, P.A.	Contractor Name: Reagan & Company 324-3441	Contractor Address: 106 Merrill Rd. Gray	Phone: 2076536353
Lessee/Buyer's Name: Timothy Keiter	Phone: 207-774-5100	Permit Type: Change of Use - Commercial	Zone: B2b

Past Use: Salon	Proposed Use: Commercial Law Office - Keiter & Associates, P.A. - Change of use from salon to office space - Add door to create conference room	Permit Fee: \$155.00	Cost of Work: \$5,500.00	CEO District: 2
Proposed Project Description: Change of use from salon to office space - Add door to create conference room		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: B Type: SB IBC 2003
		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: ldobson	Date Applied For: 11/29/2007	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 1/4/08 <i>ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input checked="" type="checkbox"/> Miscellaneous - Parking <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input checked="" type="checkbox"/> Approved 6-0 <input type="checkbox"/> Denied Date: 1/3/08	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABM</i>
				

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE



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: <u>1 William Street, Portland ME 04103</u>		
Total Square Footage of Proposed Structure/Area <u>3423.63</u>		Square Footage of Lot <u>6011.28</u>
Tax Assessor's Chart, Block & Lot Chart# <u>116</u> Block# <u>A</u> Lot# <u>4</u>	Applicant * must be owner, Lessee or Buyer* Name <u>Orhnia Callia, LLC</u> Address <u>140 William Street</u> City, State & Zip <u>Portland ME 04103</u>	Telephone: <u>207-774-5100</u>
Lessee/DBA (If Applicable) <u>N/A</u> <u>Keiter & Assoc</u> <u>Law Firm</u>	Owner (if different from Applicant) Name <u>Same</u> Address City, State & Zip	Cost Of Work: \$ <u>5,500⁰⁰</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>155⁰⁰ / 100</u>
Current legal use (i.e. single family) <u>VACANT</u> If vacant, what was the previous use? <u>Salon</u> Proposed Specific use: <u>OFFICE SPACE</u> Is property part of a subdivision? <u>NO</u> If yes, please name Project description: <u>Install door and side lights in existing opening on 1st floor, remove sinks (2) and capping off of supply and waste lines.</u>		
Contractor's name: <u>Plumbing -> Caron & Wetz P.O. Box 2400 South Portland ME 04106 (799-2228)</u> Address: <u>Glass partition w/ door -> Reagan & Company 10 Le Merrill Road Gray ME 04039 (657-6353)</u> City, State & Zip <u>Down - Palmer</u> Telephone: Who should we contact when the permit is ready: <u>Timothy Keiter</u> Telephone: <u>207-774-5100</u> Mailing address: <u>140 William Street Portland ME 04103</u>		

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: Timothy A. Keiter Date: November 8, 2007

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

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 07-1453	Issue Date:	CBL: 116 A004001
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: SB IBC 2003
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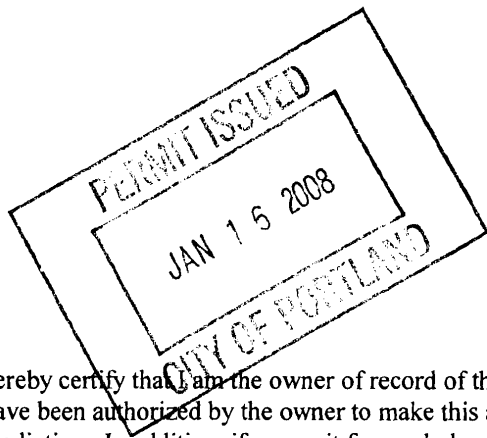
Proposed Project Description: Change of use from salon to office space - Add door to create conference room	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied

Signature:	Date:
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Permit Taken By: ldobson	Date Applied For: 11/29/2007	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: 1/4/08 <i>[Signature]</i></p>	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input checked="" type="checkbox"/> Miscellaneous - <i>Dubing</i> <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input checked="" type="checkbox"/> Approved L-0 <input type="checkbox"/> Denied <p>Date: 1/3/08</p>	<p>Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <p>Date: <i>[Signature]</i></p>
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SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

PURCHASE AND SALE AGREEMENT

One William Street
Portland, Maine

This Agreement entered into this 10th day October, 2007, is by and between Bank of the West, having a mailing address of 10181 Truckee Airport Road, P.O. Box 61000, Truckee, CA 96160, hereinafter sometimes called "Seller," and

OMNIA GALLIA, LLC, whose mailing address is
140 William St., Portland ME 04103, hereinafter sometimes called "Buyer."

WITNESSETH:

WHEREAS, Seller is desirous of selling all of its right, title and interest in and to certain land more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all improvements and fixtures situated thereon (the "Property"); and

WHEREAS, Buyer is desirous of purchasing the Property at public sale for the sum of \$ 540,000 (the "Purchase Price");

NOW, THEREFORE, Seller, in consideration of a deposit of \$25,000 (the "Deposit"), receipt of which is hereby acknowledged, does hereby agree to sell and convey the Property for the Purchase Price, and Buyer agrees to purchase the same for the said price upon the following terms and conditions:

1. Buyer agrees to increase the amount of the Deposit to ten percent (10%) of the Purchase Price within five (5) days of the date hereof.
2. Seller agrees, at the time of closing and upon receipt of the balance due of the Purchase Price, to execute and deliver to Buyer a Quitclaim Deed Without Covenant for the Property (the "Deed"). Seller hereby states and Buyer hereby acknowledges that

title to the Property is subject to the following easements, restrictions, encumbrances and other matters of record:

- (a) Any bankruptcy proceedings, and any and all provisions of federal, state or municipal zoning, subdivision or land use regulations, including without limitation, the provisions of 7 M.R.S.A. § 41 (Agricultural and Adjacent Development Law), and any other ordinances, municipal or quasi-municipal regulations, moratoriums or private laws;
- (b) Any condition which a physical examination of the Property might reveal;
- (c) Any encumbrances or encroachments that an adequate survey of the Property, by a competent surveyor, might reveal.
- (d) Rights of parties in possession, if any;
- (e) Unrecorded liens, including but not limited to, mechanics or materialmen liens, and liens for costs relating to hazardous substance sites pursuant to 38 M.R.S.A. § 1731, and recorded liens against all others than owners of record;
- (f) Easements and rights of way of record; and
- (g) Real estate tax liens of record.

Buyer agrees to accept conveyance of the Property subject to all of the above easements, covenants, restrictions, encumbrances and other matters set forth or referred to above.

3. BUYER ACKNOWLEDGES THAT BUYER HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY AND THAT THE PROPERTY WILL BE SOLD “AS IS, WHERE IS” AND “WITH ALL FAULTS.” SELLER,

AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO BOUNDARIES OR ACREAGE, OR AS TO ANY OTHER MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES OR THE ENVIRONMENTAL, MECHANICAL OR STRUCTURAL CONDITION OF THE PROPERTY. ACCEPTANCE BY BUYER OF THE DEED AT CLOSING AND PAYMENT OF THE PURCHASE PRICE SHALL BE DEEMED TO BE FULL PERFORMANCE AND DISCHARGE BY SELLER OF EVERY AGREEMENT AND OBLIGATION CONTAINED HEREIN.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction by Seller, or any Seller's agents, and Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges that Buyer has retained such professionals that Buyer deems necessary to determine the presence of any hazardous substances, hazardous wastes, asbestos, oil and petroleum waste, lead paint, urea formaldehyde foam insulation or other liability causing substances on, in, over or under the Property or any portion thereof.

4. Buyer agrees, at closing, to pay to Seller the balance of the Purchase Price in immediately available U.S. funds, cash or certified check, made payable to Seller and that acceptance of the Deed in consideration therefor by Buyer shall constitute a

reaffirmation of the agreements, representations, warranties and acknowledgements of Buyer as set forth herein.

5. The closing shall be held at 10:00 a.m. on November 26, 2007, at the offices of Pierce Atwood LLP, One Monument Square, Portland, Maine 04101, or such earlier date, time and place as Buyer and Seller may agree upon in writing.

6. It is agreed that time is of the essence to this Agreement and the closing.

7. If Seller fails to close for any reason other than default of Buyer, ~~Seller~~ Buyer shall be entitled to pursue all remedies available at law or equity, including specific performance. Buyer agrees that in the event that Buyer fails to close then, in addition to any other remedy available to Seller hereunder or under applicable law, at Seller's sole and exclusive option, the rights of Buyer hereunder shall be assigned to Seller, or to Seller's nominee, without further notice or demand and Seller, or Seller's nominee, may consummate this Agreement in accordance with its terms.

8. If Buyer fails to pay the Purchase Price within the time set forth herein and/or fails to comply with any of the provisions of this Agreement, Seller may retain the Deposit as liquidated damages. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys fees), will be paid by Buyer.

9. All unpaid real estate taxes due to the City of Portland, plus interest, fees and costs, and other assessments and charges, including, but not limited to, water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of, and shall be paid by, Buyer. Buyer shall also have exclusive responsibility for, and shall

pay, any and all taxes imposed upon either Buyer or Seller upon the transfer or receipt of title to the Property as provided by 36 M.R.S.A. § 4642, et seq.

10. Buyer agrees that there is no real estate broker involved in this sale through any contract with Buyer, other than a broker registered through Seller's auction agent, and that no one is due a commission in conjunction with the sale or purchase of the Property, other than said registered broker and any brokers retained by Seller. The agreements under this paragraph shall survive closing or termination of this Agreement.

11. No shareholder, director, employee, agent, parent corporation or officer of Seller shall be personally liable for any obligation, express or implied, hereunder. All notices which a party to this Agreement may desire to give hereunder shall be in writing and shall be given by U.S. mail, postage prepaid, or by recognized overnight delivery service, return-receipt requested, with postage prepaid, which service obtains a signature on delivery, or by hand delivery or telecopy, addressed to the parties as follows:

If to Seller: Bank of the West
Attn: Nancy Foote
Special Assets Department – SBA
1400 River Park Drive, Suite 200
Sacramento, CA 95815

With a copy to: Jacob A. Manheimer, Esq.
Pierce Atwood LLP
One Monument Square
Portland, ME 04101

If to Buyer: Omnia Gallia, LLC
Attn: Tom Kester
140 William St.
Portland, ME 04103

Any party may designate another addressee (or a different address) for notices hereunder by notice given pursuant to this paragraph. A notice set in compliance with the provisions of this paragraph shall be deemed given on the business day following the day

on which the notice is sent, unless such notice is given by telecopy or hand delivery, in which case such notice shall be deemed to have been given on the day that it is sent.

12. Buyer represents to Seller that he/she/it has the financial capacity and financial resources to effect a closing within the time period specified by, and on the terms and conditions provided by, this Agreement. Buyer's obligation to purchase the Property is **NOT** conditioned, in whole or in part, upon Buyer's ability to obtain financing for the Purchase Price, or any portion thereof.

13. Buyer shall have no right to possession of the Property at any time prior to the closing. All risk of loss to the Property shall be born by Seller prior to delivery of the Deed. In the event of casualty loss, either party may terminate this Agreement in which case the Seller shall return the Deposit to Buyer.

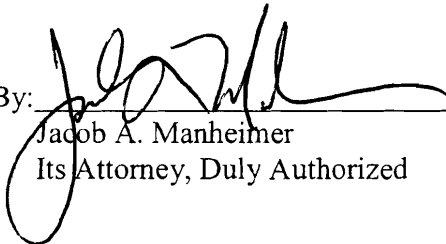
14. The sale described herein is subject to all terms and conditions announced at the auction.

15. This Agreement shall be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may only be cancelled, modified or amended by written instrument executed by both Seller and Buyer. Any captions contained herein are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties. This Agreement contains no contingencies and represents the Buyer's absolute obligation to purchase the Property in accordance with the terms hereof. All of the auction terms and conditions, written and oral, of the auction at which Buyer bid on the Property are incorporated herein by reference. In the case of a

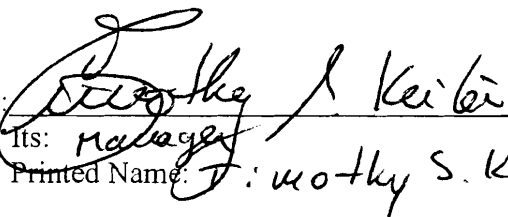
conflict with such terms and conditions, the terms of this Purchase and Sale Agreement shall govern. This Agreement may not be assigned by Buyer absent Seller's consent and any purported assignment shall be void and have no effect. This Agreement may be assigned by Seller in accordance with the provisions of Paragraph 6 above. This Agreement represents the entire understanding and agreement of the parties hereto and Seller and Buyer acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first mentioned above.

BANK OF THE WEST

By: 
Jacob A. Manheimer
Its Attorney, Duly Authorized

BUYER: OMNIA GALLIA, LLC

By: 
Its: Manager
Printed Name: Timothy S. Keiter

Social Security # / Federal Tax I.D. #:

26-1198504

Exhibit A

Property Description

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

Beginning at a point on the westerly sideline of said Forest Avenue, which point is at the intersection of the westerly sideline of said Forest Avenue and the northerly sideline of William Street; thence northerly by said Forest Avenue fifty-nine and sixty-eight hundredths (59.68) feet; thence westerly on a line at right angle with the line of Forest Avenue one hundred nine and thirty-two hundredths (109.32) feet, more or less, to land now or formerly of Luther Redlon; thence southerly forty-seven and forty-eight hundredths (47.48) feet, more or less, to a point in the northerly sideline of said William Street one hundred fifteen (115) feet from an iron monument in the westerly sideline of Forest Avenue at its intersection with the said northerly sideline of said William Street; thence easterly by said William Street one hundred fifteen (115) feet, more or less, to the point of beginning.

Reagan & Company
106 Merrill Road
Gray, Me 04039
Phone 207-657-6353
Fax 207-657-3964



Proposal

Proposal Submitted to:
Keiter & Associates, P.A.
140 Williams Street
Portland, ME 04112

Date: 11/1/07

Job Location:
1 William Street

We hereby submit specifications and estimate for: Per Plans dated

Add trim, double layers glass, a wood door with glass & hardware, to define a room's entry.

Materials	\$2,376
Labor	\$2,140
Painting	

Profit & Overhead	\$542
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Normal working hours, by others:

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of **(\$5,058.00)**. Payment to be made as follows:

NET 30 Days, 2% Late Charges per month.

All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Earle C. Reagan

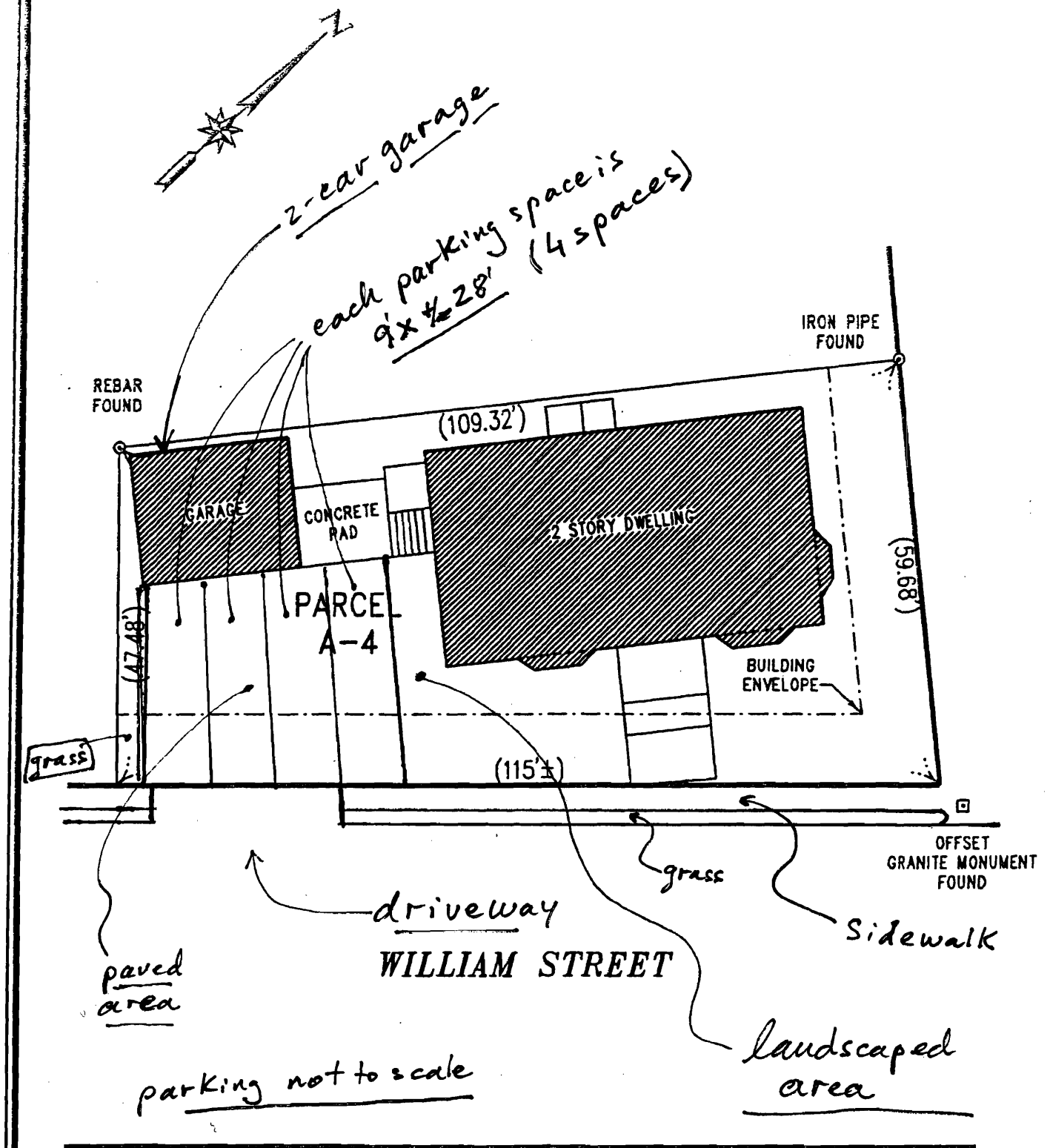
Note: This proposal may be withdrawn by us if not accepted within fifteen days.

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. *If the authorized party and/or company fail to fulfill any contract obligation or terms including but not limited to the financial obligations, the authorized party and/or company shall pay all costs, damages, & expenses including attorney fees.*

SIGNATURE _____

DATE _____

1 WILLIAM STR
ASSESSOR'S MAP



FAX



To: Dawn

Fax Number: 774-5199

From: Ann Machado

Fax Number:

Date: 12/6/07

Regarding: parking plan

Total Number Of Pages Including Cover: 3

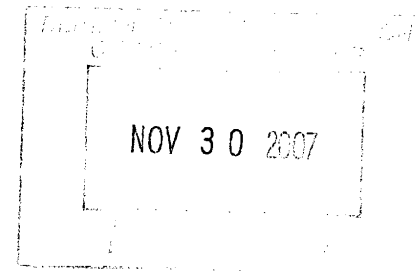
Phone Number For Follow-Up: 874-8709

Comments:

City Of Portland, Maine
Inspections Division Services
389 Congress St Room 315 Portland Me 04101-3509
Phone: (207) 874-8703 or (207)874-8693
Fax: (207) 874-8716
<http://www.portlandmaine.gov/>

PORTLAND, MAINE
BLOCK A PARCEL 4

FOREST AVENUE



*needs 9 parking spaces.
has 6 onsite. - need 3 offsite

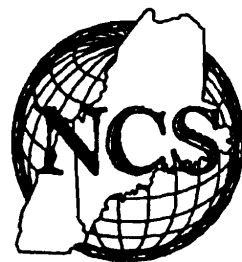
THIS IS NOT A BOUNDARY SURVEY.
BOUNDARY LINES ARE APPROXIMATE.
DWELLING LOCATION IS BASED ON EXISTING MONUMENTATION.
THIS PLAN EXCEPTS CHAPTER 90, PART 2, SECTION 4 THROUGH 8
OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' RULES.

EXISTING CONDITION PLAN OF LAND
IN
PORTLAND
MAINE

SCALE: 1"=20' OCTOBER 9, 2007
PREPARED FOR: KEITER & ASSOCIATES, P. A.
140 WILLIAM STREET
PORTLAND, MAINE 04103

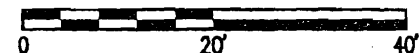
JOB NUMBER: 30378

ACAD FILE: 30378.DWG



SURVEYING ENGINEERING LAND PLANNING
Northeast Civil Solutions

INCORPORATED
153 US ROUTE 1, SCARBOROUGH, MAINE 04074
tel: (207) 883-1000 or (800) 882-2227
fax: (207) 8831001
e-mail: info@northeastcivilsolutions.com



CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Peter Coyne
Philip Saucier-sec
Peter Thornton
Deborah Rutter
Jill E. Hunter
David Dore, chair
Gordan Smith

January 4, 2008

Tim Keiter / Omnia Gailia, LLC.
170 William Street
Portland, ME 04103
Attn: Tim Keiter

RE: 1-9 William Street
CBL: 116-A-004
ZONE: B2b

Dear Mr. Keiter:

As you know, at its January 3, 2008, meeting, the Board voted 6-0 to approve your Miscellaneous Appeal to allow off site parking over 100 feet from your establishment.

Enclosed please find a copy of the billing for the Zoning Board Appeals legal ad and abutter's notification along with a copy of the board's decision.

The inspections office will now move forward on your change of use permit application (#071453).

Should you have any questions please feel free to contact me at 207-874-8701.

Sincerely,



Gayle Guertin
Office Assistant

CC: file

Rebecca Kutter
Sill Hunter
Gordon Smith

Peter Coyne
Peter Thornton

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

B-2b Community Business Zone Off Street Parking Distance:

Miscellaneous Appeal

DECISION

Date of public hearing:

1/3/08

Name and address of applicant:

Omnia Gallia, LLC

Location of property under appeal:

1-9 William St

For the Record:

Names and addresses of witnesses (proponents, opponents and others):

Tim Keiter
140 William St
Portland, ME 04103

Exhibits admitted (e.g. renderings, reports, etc.):

Findings of Fact and Conclusions of Law:

A. Conditional Use Standards pursuant to Portland City Code §§14-334:

Required off street parking in all nonresidential zones shall be located on the same lot with the principal building or use, or within one hundred (100) feet measured along lines of public access, except that where off street parking cannot be provided within these limits, the Board of Appeals may permit such off street parking to be located a reasonable distance from the principal building or use measured along lines of public access if the premises to be used for parking are held under the same ownership or lease. Evidence of such control, either deed or lease, shall be required.

Satisfied Not Satisfied

Reason: 1- Based on Testimony, all other options exhausted.

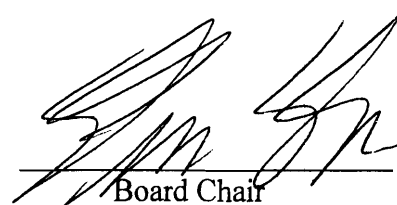
Conclusion: (check one)

6-0 Option 1: The Board finds that the relevant standards described in section A above have been satisfied and therefore GRANTS the application.

Option 2: The Board finds that the relevant standards described in section A above have NOT been satisfied and therefore DENIES the application.

Dated:

1/3/07


Board Chair

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

TO: City Clerk
From: Marge Schmuckal, Zoning Administrator
Date: January 4, 2008
RE: Action taken by the Zoning Board of Appeals on January 3, 2008

The meeting was called to order at 6:35 pm

Roll call as follows:

Members Present: David Dore (chair), Jill Hunter, Deborah Rutter, Peter Coyne, Peter Thornton and Gordon Smith,
Members Absent: Gordon Smith.

APPEAL AGENDA

The Board of Appeals held a public hearing on Thursday, January 3, 2008 at 6:30 p.m. on the second floor in room 209 at the Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following Appeal:

1. New Business:

A. Miscellaneous Appeals:

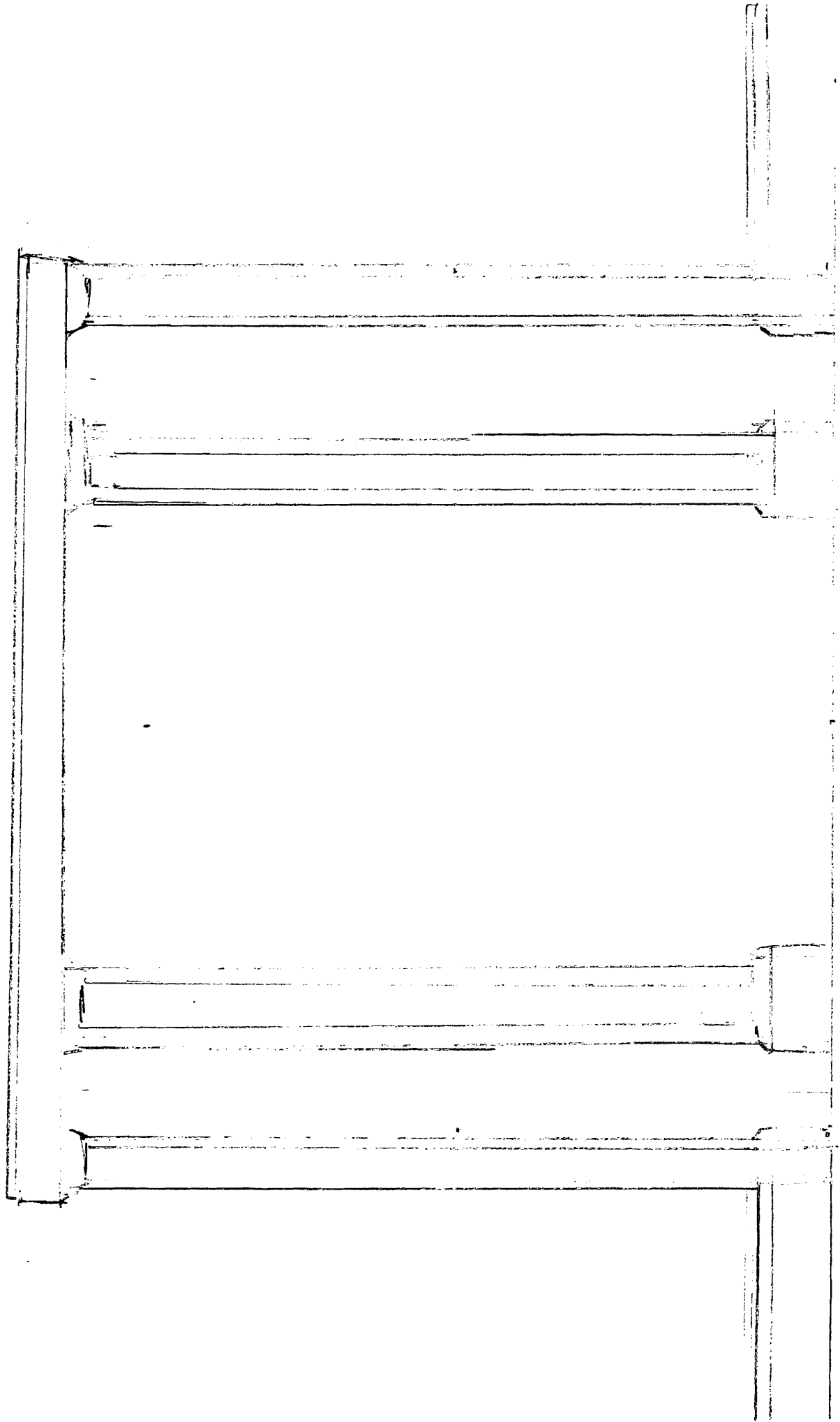
1-9 William Street, corner of 460-464 Forest Avenue – 116-A-004 – B-2b Business Zone - Omnia Gallia, LLC, owner: The appellant requests the Board grant relief from section 14-334 which states that required off-street parking in all non residential zones shall be located on the same lot with the principal building or uses, or within one hundred (100) feet. Three of the nine required parking spaces are shown to be approximately 450 feet away. Representing the owner is Tim Keiter, manager for Omnia Gallia, LLC. **Board voted 6-0 and granted the Miscellaneous Appeal.**

B: Miscellaneous Appeal:

182-184 Ocean Avenue, corner of 1-9 Walton Street – 140-C-012 – B-1 Business Zone – Owen B. Pickus, Jim Amaral/Sajon, LLC., prospective owner: The appellant is requesting an extension of the conditional use approval the Board granted on July 19, 2007. Section 14-474(f) limits a conditional use approval to six (6) months. However, this same section of the ordinance allows the Board to grant extensions of the time originally approved. Representing the appeal is Jim Amaral of Borealis Breads. **Board voted 6-0 and granted the Miscellaneous Appeal and allowed a one year extension to January 19, 2009.**

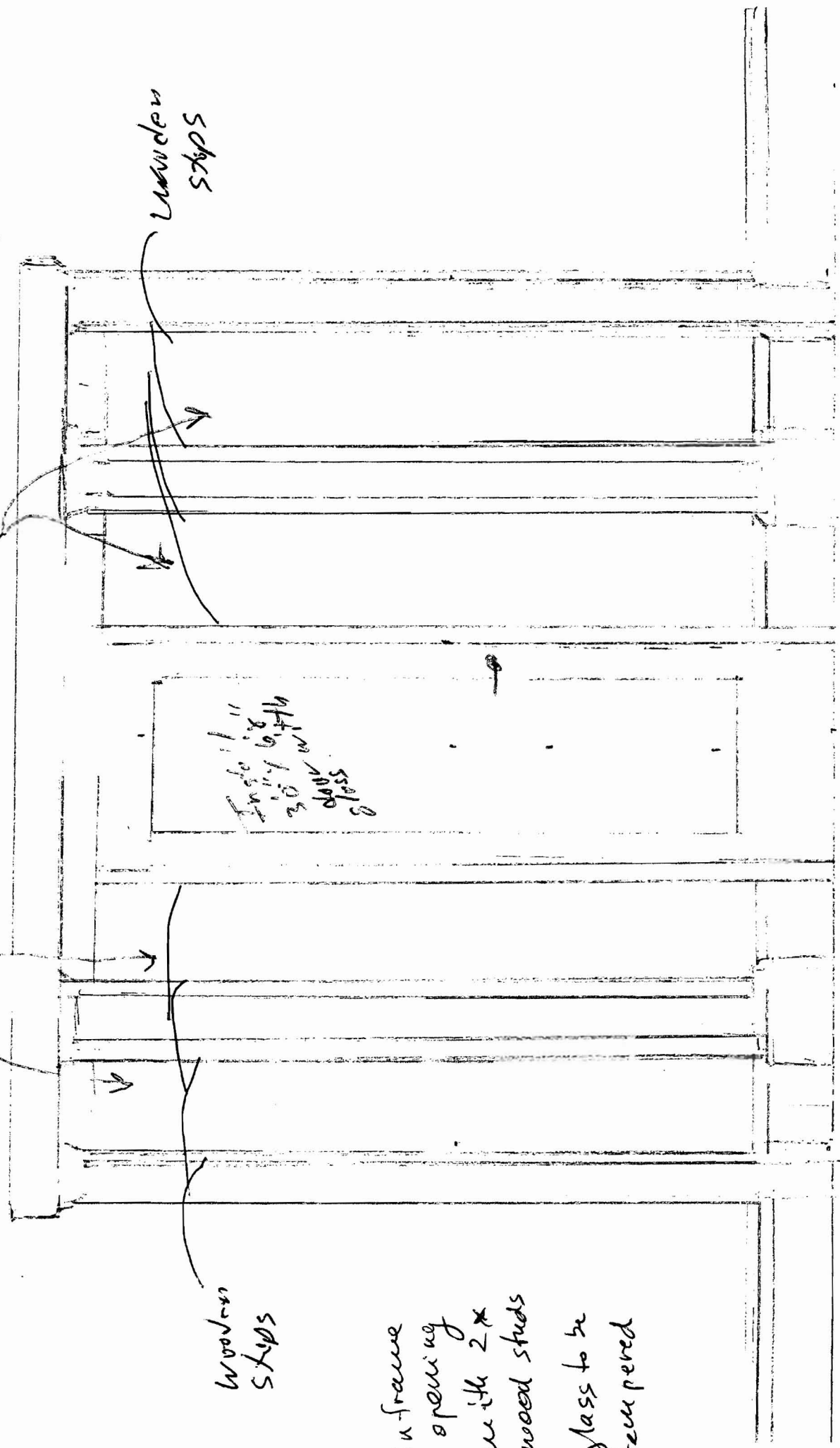
C: Conditional Use Appeal:

38 Armstrong Heights (known as), also 699 Auburn Street – 386A-B-034 R-2 Residential Zone – Julie L. Armstrong, owner: The appellant is requesting a conditional use appeal to change the use from a single family dwelling to a single family dwelling with an accessory dwelling unit under Section 14-78(a)2. Representing the appeal is Julie Armstrong, the property owner. **Board voted 6-0 and accepted the withdrawal for the Conditional Use Appeal.**



Existing opening not to scale

Fused 11 glass with 550/12



WOODEN
STOPS

WOODEN
STOPS

in frame
opening
with 2*
wood studs
glass to be
tempered

Reagan & Company
106 Merrill Rd
Croydon, VIC, 3113
207-329-3441

opening not to scale
opening to have 1 cm with glass
if glass side lites.

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.

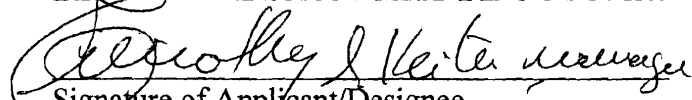
A Pre-construction Meeting will take place upon receipt of your building permit.

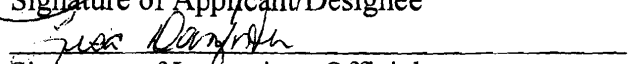
- _____ **Footing/Building Location Inspection:** Prior to pouring concrete
- _____ **Re-Bar Schedule Inspection:** Prior to pouring concrete
- _____ **Foundation Inspection:** Prior to placing ANY backfill
- _____ **Framing/Rough Plumbing/Electrical:** Prior to any insulating or drywalling
- _____ **Final/Certificate of Occupancy:** Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

_____ **If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

_____ **CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**


Signature of Applicant/Designee 1-16-08
Date


Signature of Inspections Official 1/26/08
Date

CBL: _____ Building Permit #: _____

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 07-1453	Date Applied For: 11/29/2007	CBL: 116 A004001
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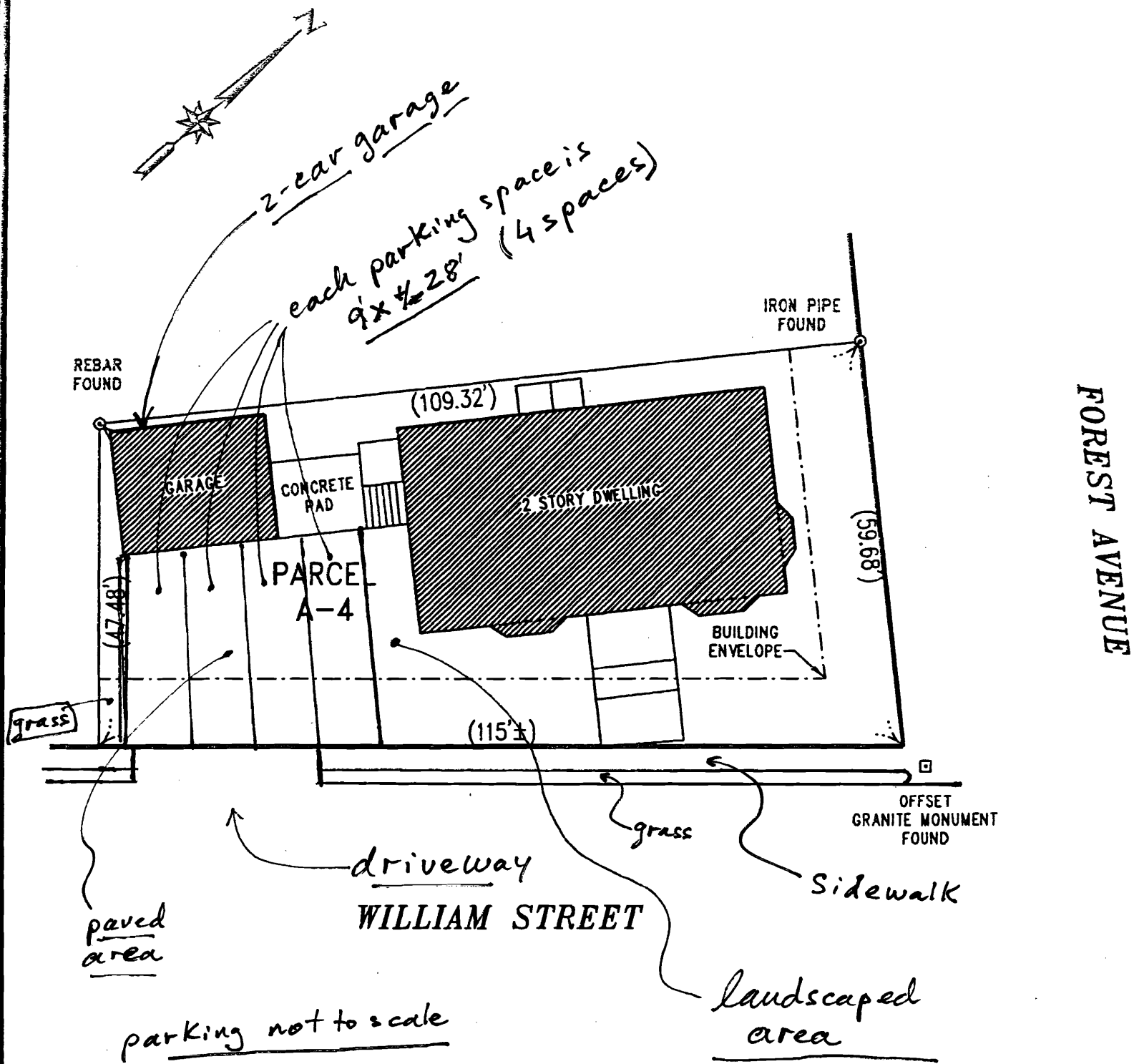
Location of Construction: 1 WILLIAM ST	Owner Name: Debbie Elliot Inc.	Owner Address: ONE WILLIAM ST	Phone:
Business Name: Keiter & Associates, P.A.	Contractor Name: Reagan & Company	Contractor Address: 106 Merrill Rd. Gray	Phone (207) 653-6353
Lessee/Buyer's Name Timothy Keiter	Phone: 207-774-5100	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial Law Office - Keiter & Associates, P.A. - Change of use from salon to office space - Add door to create conference room	Proposed Project Description: Change of use from salon to office space - Add door to create conference room
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Ann Machado	Approval Date: 01/04/2008
Note: Office space is 2950 sf (1475 sf for first floor & second floor. Third floor is not being used except to store extra furniture etc.). B-2b requires one space for each 334 sf, so applicant needs 9 spaces. Plot plan shows six on site, Needs three more offsite.			
1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
2) Separate permits shall be required for any new signage.			
Dept: Building	Status: Approved with Conditions	Reviewer: Tammy Munson	Approval Date: 01/14/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.			
Dept: Fire	Status: Approved	Reviewer: Capt Greg Cass	Approval Date: 01/04/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>

Comments:
11/30/2007-amachado: Spoke to Dawn at Keiter & Associates. Need a plot plan that shows the dimensioned parking and need to know how much of the third floor is being used.
11/30/2007-amachado: Tim Keiter came in with a plot plan. Shows six parking spaces on site. Needs nine - only using the first and second floor. Gave him miscellaneous appeal application for the three extra parking spaces. Permit is on hold until appeal is heard.
1/4/2008-amachado: ZBA approved three off site parking spaces 1/3/08.

1 WILLIAM STREET, PORTLAND, MAINE
ASSESSOR'S MAP 116 BLOCK A PARCEL







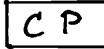



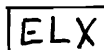


ONE WILLIAM STREET, PORTLAND,

COVER SHEET

October 28, 2007

Legend for Fire/Security System:

	Horn/Strobe (4)
	Pull Station (4)
	Motion Sensor (3)
	Fire Extinguisher (2)
	Smoke Detector (5)
	Heat Detector (3)
	Control Panel (1)
	Key Pad (1)
	Knox Box (1)
	Emergency Lights (2)
	Emergency Lights with Exit Sign (2)

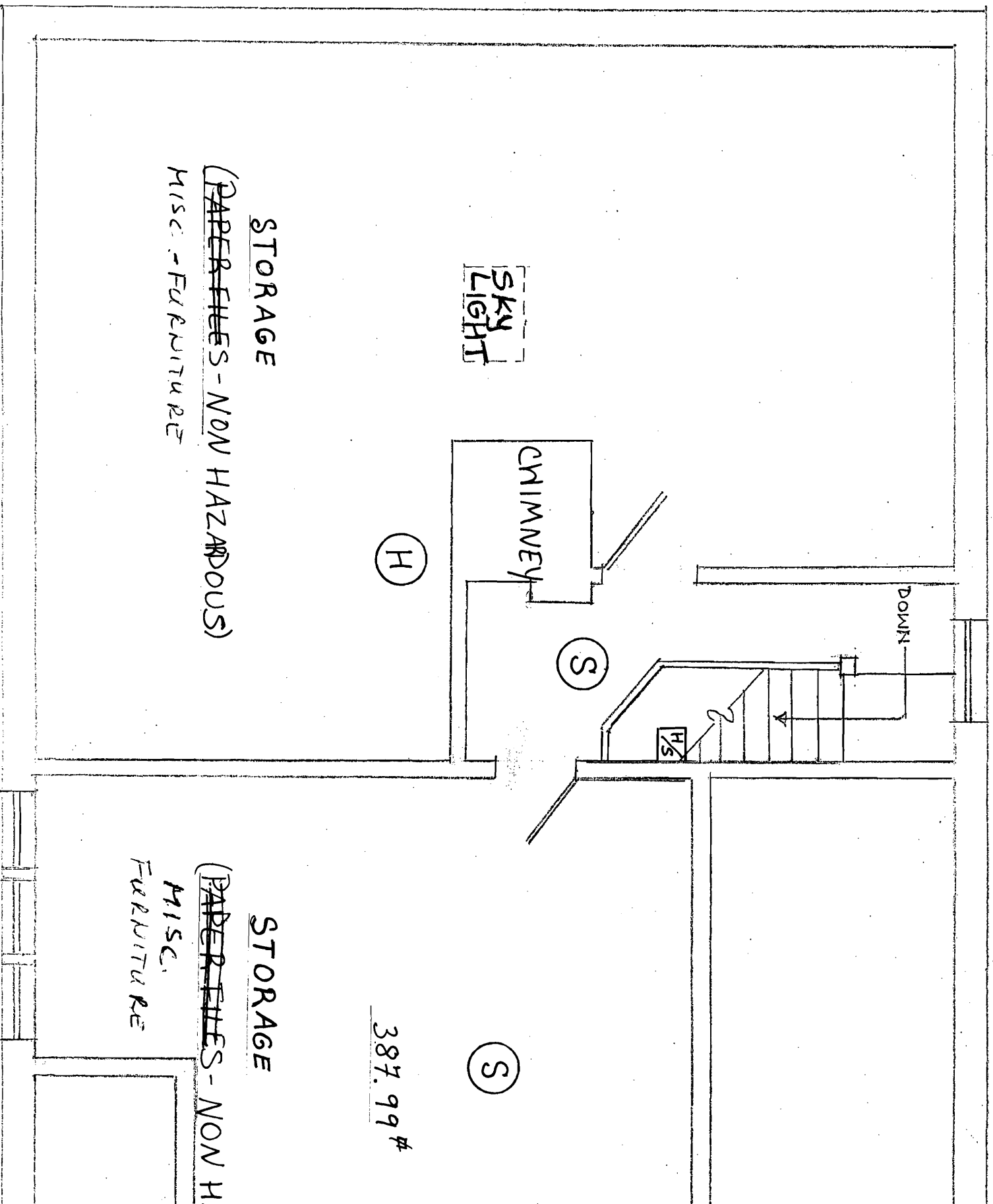
Square Footage

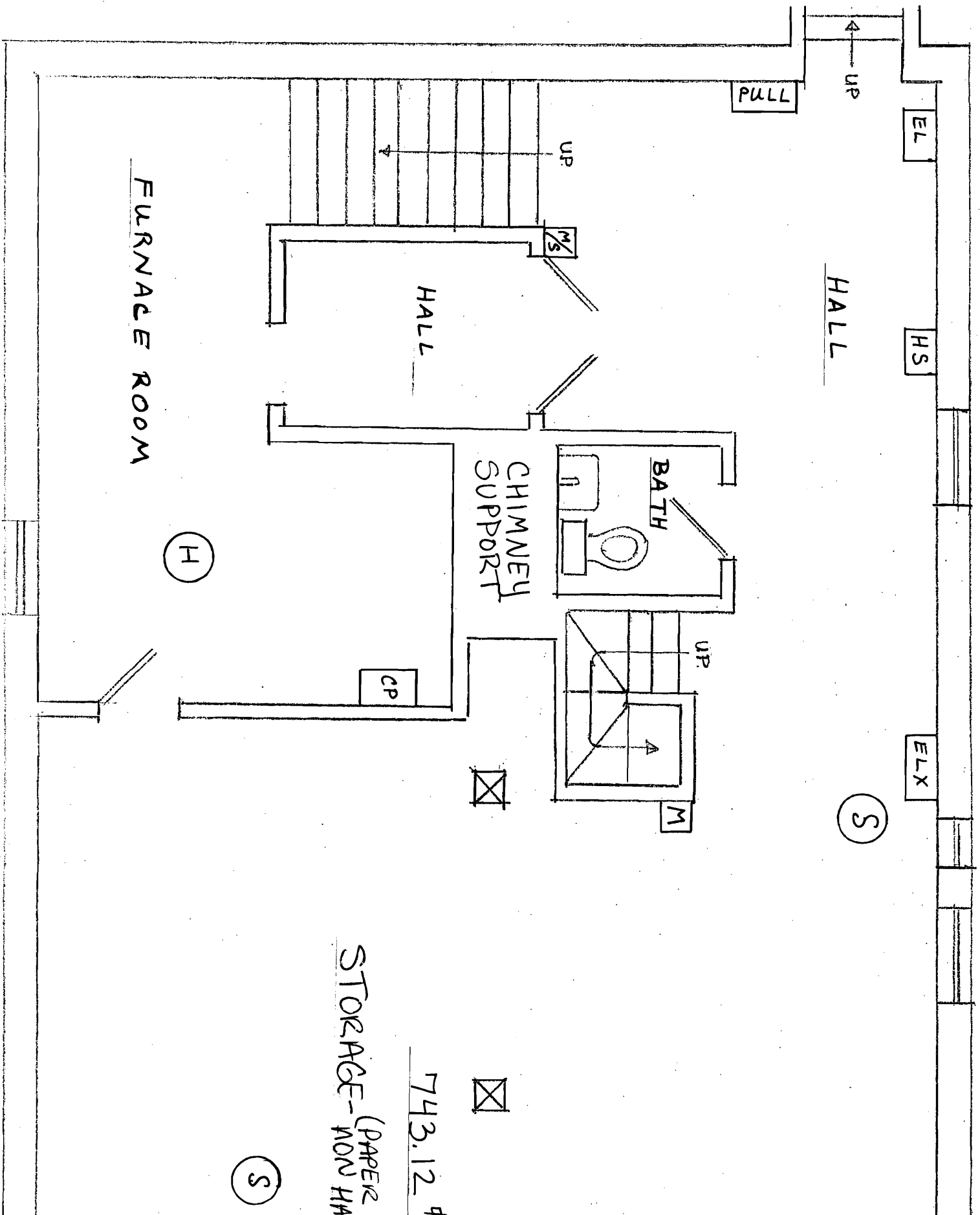
First Floor:	1,169.72
Second Floor:	1,122.80
Third Floor:	387.99
Basement:	743.12
Total:	3,423.63

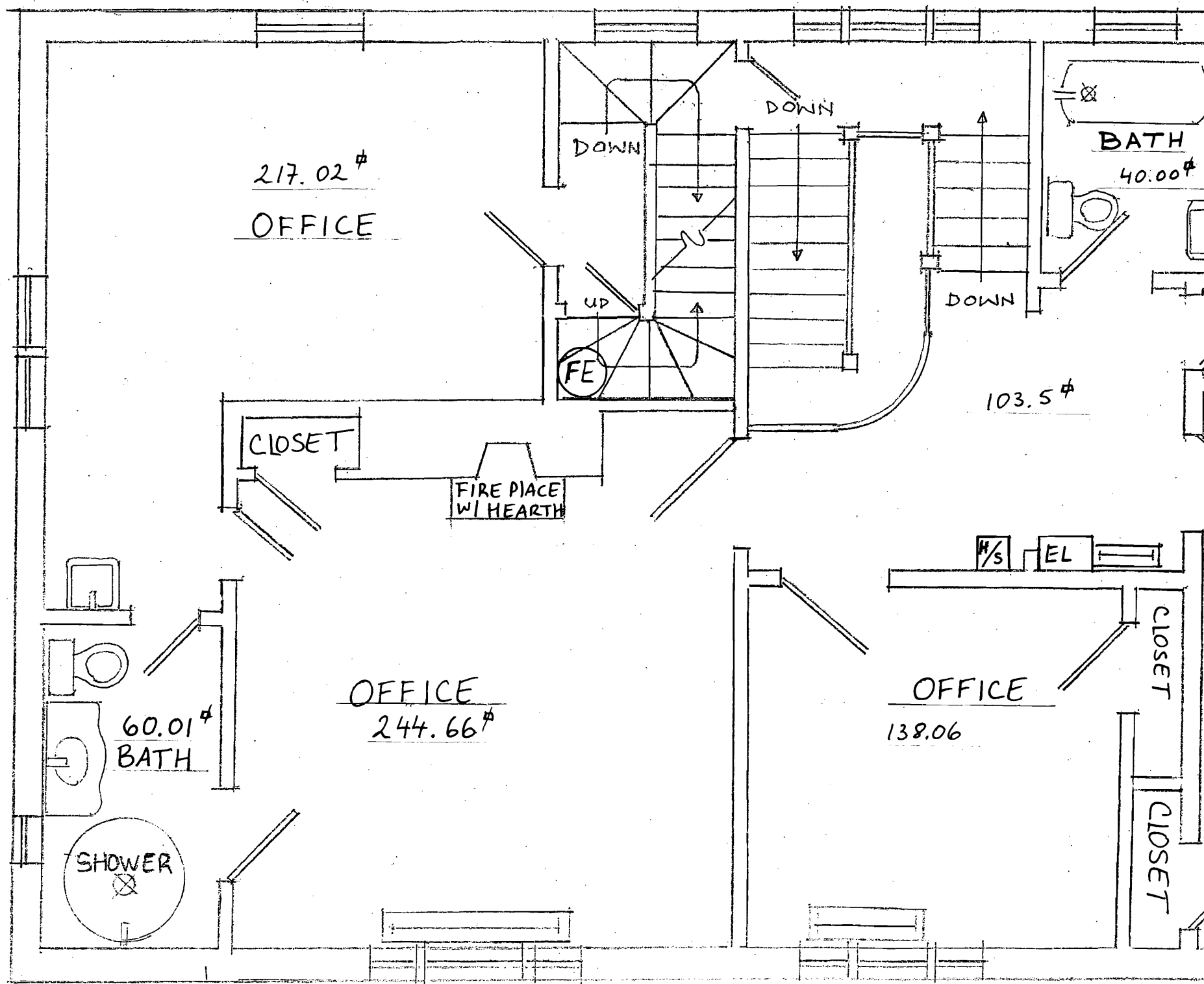
Proposed Use

First Floor:	Law Office
Second Floor:	Law Office
Third Floor:	Non-hazardous
Basement:	No Usage

Note - 1st







TOTAL SQ. FOOTAGE THIS FLOOR: 1,122.80
 CEILING HEIGHT THIS FLOOR: 9 FT