

**Tighe & Bond**

Proposed Neighborhood Center  
1342 Congress Street  
Portland, Maine

## **Site Plan Review Checklist Attachments**

Prepared For:

**Jewish Community Alliance of  
Southern Maine  
57 Ashmont Street  
Portland, Maine**

June 24, 2015

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# **Section 1**

## **Evidence of right, title, and interest**

### **1.1 Sales Agreement**



**AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE**

RECEIVED from THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine, and having a mailing address of 57 Ashmont Street, Portland, Maine 04103 (the "Purchaser"), the sum of [REDACTED] as Earnest Money Deposit within forty-eight (48) hours after the Effective Date as set forth in paragraph 19 herein toward purchase of real estate owned by ROMAN CATHOLIC BISHOP OF PORTLAND, a not-for-profit corporation organized and existing under the laws of the State of Maine, and having a mailing address of 510 Ocean Avenue, Portland, Maine 04101 (the "Seller") and located at 1342 & 1348 Congress Street in the city of Portland, County of Cumberland, State of Maine, described as all that certain parcel of land situated in the City of Portland, County of Cumberland, State of Maine and more particularly described in Exhibit A attached hereto (the "Premises" or the "Property") upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): N/A
- 2. PURCHASE PRICE: The total Purchase Price is [REDACTED] payable pursuant to Section 1 of the Addendum, with payment to be made as follows:

Earnest Money Deposit	\$	SEE ADDENDUM
Other: SEE ADDENDUM	\$	SEE ADDENDUM
Other: SEE ADDENDUM	\$	SEE ADDENDUM
Balance due at closing, in cash or certified funds:	\$	SEE ADDENDUM

- 3. EARNEST MONEY/ACCEPTANCE: This offer shall be valid until December 12, 2014 at 5:00 PM Eastern Time. King Real Estate ("Escrow Agent") shall hold the Earnest Money Deposit in a non-interest bearing account and shall act as Escrow Agent until closing. The Earnest Money Deposit shall be tendered to the Escrow Agent within forty-eight (48) hours after this Agreement for the Sale of Commercial Real Estate is fully executed.
- 4. TITLE AND CLOSING: That a deed, conveying the Premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and that Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before SEE SECTIONS 3 AND 4 OF THE ADDENDUM. ~~If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within \_\_\_ days thereafter, at Purchaser's option, withdraw the Earnest Money Deposit and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such un cured defects as may then exist. Seller hereby agrees to make a good faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.~~
- 5. DEED: That the Property shall be conveyed by a Maine Short Form Deeds Act Quit Claim with Covenant Deed (the "Deed"), and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the Premises and usual public utilities servicing the Premises and shall be subject to applicable land use and building laws and regulations.
- 6. LEASES/TENANT SECURITY DEPOSITS: The Premises shall be transferred free and clear of all leases, tenants, and/or occupants.
- 7. POSSESSION/OCCUPANCY: Possession of Premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
- 8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the Premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The Premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the Premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the Earnest Money Deposit if such damage or destruction occurs within the Preliminary Due Diligence Period, and in any case may elect to close this transaction and accept the Premises in their as-is condition together and with no assignment of the Seller's right to any insurance proceeds relating thereto; provided, however, that if Purchaser's cost to demolish the building and/or abate and dispose of asbestos on the Premises should increase due to said damage or destruction of the Premises, Seller agrees to make a contribution of said insurance proceeds to the full extent of the difference.
- 9. PRORATIONS: The following items shall be prorated as of the date of closing:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel
  - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
  - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
  - e. ~~Rents, monthly common area maintenance charges, and all other additional rents received by Seller pursuant to leases of the property; [N/A]~~
  - f. Property tax payments shall be prorated to the extent applicable.



10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Except as set forth in this Agreement, neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 60 days	i. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	j. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	k. ADA	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	l. Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	m. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90 days
f. Asbestos Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	n. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90* days
g. Code Conformance	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	o. Insurance	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
h. Flood Plain	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	p. Other: All Permits and Approvals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90* days
				q. Other: Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 60 days

\* Or as such date may be extended pursuant to Section 1 of the Addendum.

All inspections (including, without limitation, survey) will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and the Earnest Money Deposit (except for any non-refundable portions of said Earnest Money Deposit) shall be returned to Purchaser if such notice is delivered prior to the expiration of the Preliminary Due Diligence Period. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the Premises.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION. [N/A]

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within N/A days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than N/A% of the purchase price at an initial interest rate not to exceed N/A% per annum and amortized over a period of not less than N/A years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within N/A days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that Joseph Malone of Malone Commercial Brokers ("Selling Agent") is acting as Selling Agent in this transaction and is representing Roman Catholic Bishop of Portland and that Michael Jacobson of King Real Estate ("Purchaser Agent") is acting as Purchaser Agent in this transaction and is representing The Jewish Community Alliance of Southern Maine (Selling Agent and Purchaser Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: In the event of breach by Purchaser of its obligations herein, Seller shall have as its sole remedy, in lieu of all other legal and equitable remedies, the right to terminate the Agreement and retain, as liquidated damages for such breach, the Earnest Money Deposit and all other non-refundable deposit(s) tendered to it pursuant to the Addendum, the parties agreeing that damages for such breach are difficult to measure, and that such amount represents a fair and proper determination of such damages. In the event of Seller's breach of Seller's obligations hereunder, Purchaser shall elect either (a) to receive a refund of the Earnest Money Deposit and all other non-refundable deposit(s) tendered to it pursuant to the Addendum, or (b) to enforce the right to seek specific performance, but shall have no other remedy; provided, however, that if Purchaser successfully enforces said right to specific performance, Seller agrees to pay Purchaser's reasonable attorneys' fees and costs related thereto. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the Premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.



- 17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
- 18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including PDF or scanned copies, or electronically transmitted copies with the same binding effect as if all the signatures were on one instrument.
- 19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 PM, Eastern Time, on the last day counted.
- 20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
- 21. ADDENDA: This contract has an addendum containing additional terms and conditions: Yes  No .
- 22. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:

Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20\_\_.  
 Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20\_\_.  
 Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20\_\_.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/4% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

\_\_\_\_\_  
 Legal Name of Purchaser  
*E. Chaleff*  
 Signature

*Emily Chaleff*  
 Social Security # or Tax ID # *Emily Chaleff Executive Direct*

\_\_\_\_\_  
 Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). In the event the Earnest Money Deposit is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

*ROMAN CATHOLIC BISHOP OF PORTLAND*  
 Seller

*[Signature]*  
 Signature

\_\_\_\_\_  
 Social Security # or Tax I.D.#

*CHIEF FINANCIAL OFFICER*  
 Name/Title, thereunto duly authorized

*DAVID P TWOMEY*  
 Name/Title

\_\_\_\_\_  
 Escrow Agent

\_\_\_\_\_  
 Signature

The Purchasing Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

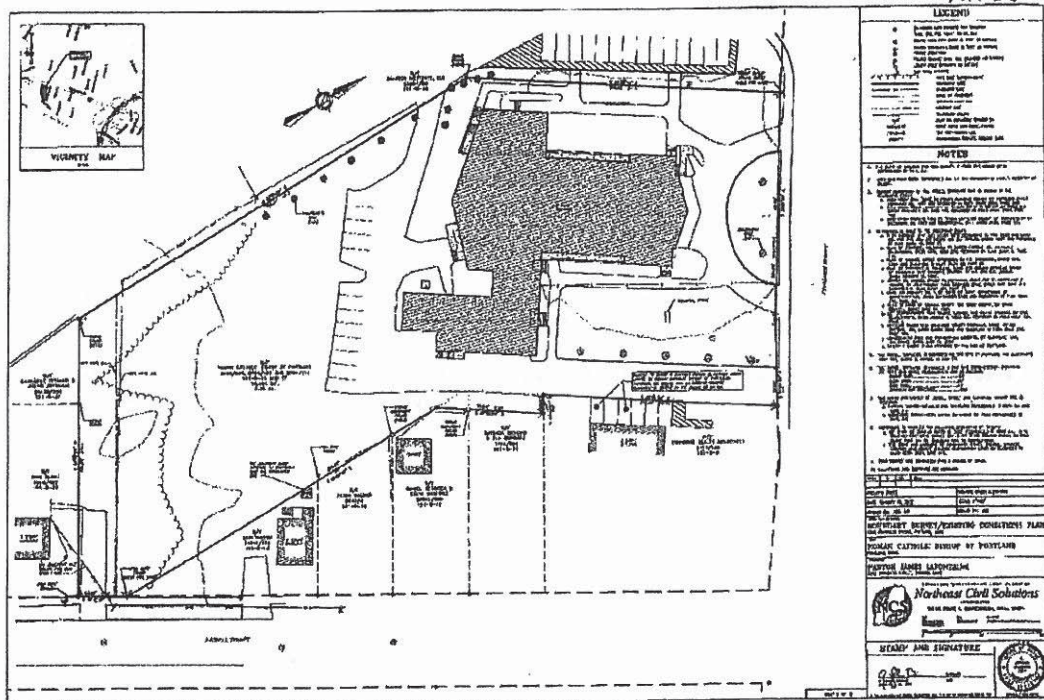
The Selling Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

EFFECTIVE DATE OF CONTRACT: \_\_\_\_\_, 20\_\_.

Exhibit A

Legal Description

The survey below will be replaced by a legal description acceptable to both parties and prepared by the surveyor retained by Purchaser at closing; provided, however, that said legal description shall include all three (3) parcels conveyed to Seller by virtue of three (3) deeds recorded in the Cumberland County Registry of Deeds in Book 2338, Page 240; Book 2724, Page 109; and Book 2724, Page 111, the associated legal descriptions of which are attached hereto, subject to Notice of Layout and Taking by the State of Maine, Department of Transportation, dated January 18, 1983 and recorded in said registry at Book 6110, Page 287 and subject to easement rights granted to Central Maine Power Company and New England Telephone and Telegraph Company in instrument dated July 22, 1959 and recorded in Book 2491, Page 118.





**Parcel 1:**

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

Beginning on the Southwesterly side line of Congress Street at the Northerly corner of land conveyed by P.H. & J.M. Brown Company to Martin Curran, Jr., by deed dated May 13, 1902, Book 717, page 129; thence North 57° 10' West by the Southwesterly side line of Congress Street two hundred and five (205) feet more or less to the Easterly corner of land formerly of Edward H. Davels; thence South 32° 50' West by said Davels land two hundred eleven and two tenths (211.1) feet; thence South 1° 41' East by said Davels land three hundred two and one tenth (302.1) feet to an angle in said Davels land; thence Southeasterly by a line at right angles with the northwesterly side line of Lassell Street, as extended, one hundred ninety (190) feet more or less to said Northwesterly side line of Lassell Street; thence Northeasterly by the Northwesterly side line of Lassell Street, as extended, forty (40) feet more or less to the Westerly side line of said Curran land; thence North 1° 27' West by said Curran land two hundred sixty (260) feet more or less to an angle in said Curran line; thence North 33° East by said Curran land two hundred nine and eighty-two hundredths (209.82) feet to the point of beginning.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Norman E. Blake and Irma B. Blake dated February 28, 1957 and recorded in the Cumberland County Registry of Deeds in Book 2338, Page 240.

**Parcel 2:**

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being a rear portion of Lot #5 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded and described as follows:

Beginning at the point formed by the intersection of the division line between lots 4 and 5 on said Plan with the easterly line of land conveyed to the Grantee herein by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of the Grantee at a point that is distant S 33° 04' W, 207.42' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line S 33° 04' W, 2.48' to an iron marking an angle in said line. Thence S 0° 57 1/2' E, 21.45' to a point on the rear property line of said Lot #5. Thence through said Lot #5 N 33° 04' E, 20.97' to the southerly side of said lot #4. Thence by the southerly side of lot #4 N 60° 22' W, 12.02' to the point of beginning.

Said above described lot being a portion of the lot of land conveyed to Albert D. Keniston and Iva L. Keniston by Elizabeth A. Curran and Thomas E. Curran by deed dated June 7, 1946 and recorded in Cumberland County Registry of Deeds in Book 1825, Page 95.

Said above-described courses are magnetic and of the date of 1904.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Albert D. Keniston and Iva L. Keniston dated December 22, 1962 and recorded in said Registry in Book 2724, Page 109.

**Parcel 3:**

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and

Exhibit A - Description

described as follows:

Being the rear portion of Lot #4 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded end described as follows:

Beginning at the point formed by the intersection of the division line between Lots 3 and 4 on said plan with the easterly line of land conveyed to the Grantee herein by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of the Grantee at a point that is distant S 33° 04' W, 157.33' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line S 33° 04' W, 50.09' to the most northwesterly corner of Lot #5 as shown on said plan. Thence by the northerly side of said Lot #5 S 60° 22' E, 12.02' to a point. Thence through said Lot #4 N 33° 04' E, 50.09' to the southerly side of Lot #3. Thence by the southerly side of said Lot #3 N 60° 22' W 12.02' to the point of beginning.

Said above described lot being a portion of the lot of land acquired by Richard M. King as son and one of the two heirs at law of Richard J. King, late of Portland, deceased, and by deed of Helen K. Curran, daughter and the other heir at law of said Richard J. King, said deed dated November 10, 1943 and recorded in Cumberland County Registry of Deeds in Book 1730 at Page 139.

Said above described courses are magnetic and of the date of 1904.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Richard M. King dated December 21, 1962 and recorded in said Registry in Book 2724, Page 111.



**Addendum to Agreement**

Addendum to Agreement for the Sale of Commercial Real Estate dated December 10, 2014 between **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE** (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine (the "Purchaser") and **ROMAN CATHOLIC BISHOP OF PORTLAND**, a not-for-profit corporation organized and existing under the laws of the State of Maine (the "Seller") as owner of the property located at 1342 & 1348 Congress Street, Portland, Maine and as more fully described in the main body of the Agreement (the "Premises" or the "Property"). This Addendum is made a part of the Agreement to which it is intended to be attached, and the Agreement form and this Addendum together are referred to as the "Contract" or "Agreement".

**In the event that any provision of this Addendum conflicts in whole or in part with any provision of the main body of the Agreement form to which it is attached, the terms of this Addendum shall control and the conflicting provisions or portions of provisions of the main body of the Contract shall be considered waived and deleted.**

1. **Purchase Price.** The total Purchase Price is [REDACTED], payable by Purchaser to Seller as follows:

(a)

- (i) Within forty-eight (48) hours after the execution hereof, Purchaser shall deliver an earnest money deposit of [REDACTED] (the "Earnest Money Deposit") to King Real Estate, as Escrow Agent, to be held in a non-interest bearing account. The Earnest Money Deposit shall remain fully refundable to Purchaser until February 15, 2015 (the "Preliminary Due Diligence Period"), immediately following which the Earnest Money Deposit shall be non-refundable, and Purchaser agrees to make commercially reasonable efforts to file a preliminary application with the City Planning Board within the Preliminary Due Diligence Period.
- (ii) If, following the expiration of the Preliminary Due Diligence Period on February 15, 2015, Purchaser has demonstrated that it is diligently pursuing its permits and approvals but has not yet received them, Seller agrees to furnish to Purchaser an additional one hundred and twenty (120) day due diligence period (the "Second Due Diligence Period"), which will (except as provided below) extend until June 15, 2015, in exchange for an additional non-refundable Earnest Money Deposit payment of [REDACTED] (the "First Additional Earnest Money Deposit"); Purchaser further affirmatively agrees in the event of payment of the First Additional Earnest Money Deposit that, notwithstanding the above June 15, 2015 date, the Second Due Diligence Period shall instead terminate early, on April 16, 2015, unless the Purchaser by April 16, 2015 shall have submitted to the Planning Board its preliminary application for approval and paid its application fee therefor, and that in the event of such early termination Purchaser shall elect by April 17, 2015 whether to waive the permitting contingency and close within thirty (30) days of said election or instead to terminate the Agreement and forfeit all earnest money deposits made, and if no such election is made, then the Purchaser shall be deemed to have terminated the Agreement and forfeited all earnest money deposits paid to date.
- (iii) If, following the expiration of the Second Due Diligence Period on June 15, 2015, Purchaser has presented its preliminary application at a meeting of the Planning Board scheduled to consider sketch plan approval and has otherwise demonstrated that it is actively pursuing its permits, Seller agrees to furnish to Purchaser an additional ninety (90) day due diligence period (the "Third Due Diligence Period"), which will extend until September 14, 2015, in exchange for an additional non-refundable Earnest Money Deposit payment of [REDACTED] (the "Second Additional Earnest Money Deposit").



- (iv) The Earnest Money Deposit and First Additional Earnest Money Deposit shall be applied to the Purchase Price at closing. The Second Additional Earnest Money Deposit shall be non-refundable and shall not be applied to the Purchase Price at closing.
- (v) The above Due Diligence Periods and extensions thereof have no bearing on the inspection periods under Paragraph 10 (a), (l), and (p) for "General Building," "Environmental Scan," and "Survey," the lengths of which periods are established instead by reference to said Paragraph 10 (a), (l), and (p).
- (b) The Sum of [REDACTED], if the closing occurs after payment of the First Additional Earnest Money Deposit), as adjusted for all prorations, closing costs, and adjustments, which Purchaser shall pay to Seller at closing by wire transfer, bank check, or closing agent's check upon recording of the deed.

2. Deed and Removal of Religious Items.

- (a) The Premises shall be subject to the following Diocesan real estate restrictions, to be included in the Deed: "The above-described premises are conveyed SUBJECT to the restrictions that for so long as the present building (but not the foundation, which Grantee may use or maintain in an unrestricted manner) on the premises has not been removed or has not been razed, the Grantee, Grantee's successors assigns, shall not use the premises in any way relating to (1) counseling regarding or performance of abortions; (2) sale or distribution of pornographic materials; or (3) erotic displays or activities. The burden of this restriction shall run with the land conveyed hereby to the Grantee. The benefit of this restriction is held by the Roman Catholic Bishop of Portland, corporation sole, its successors and assigns."
- (b) Seller has requested as part of this transaction that Purchaser remove or raze the building (other than the foundation) after closing, and Purchaser agrees to Seller's request to remove or raze said building (other than the foundation) at Purchaser's cost. To that end, Seller shall apply at its cost for a demolition permit for the Premises at Purchaser's request, and to such extent as may be needed to provide the benefit of the permit to Purchaser, Purchaser shall join the application. Cost of any asbestos studies, abatement, storage, transportation and removal shall be borne by Purchaser, and Purchaser agrees to conduct in accordance with applicable environmental, permitting, handling, transportation, demolition and storage regulations any such abatement (whether required as a condition of the permit or in order to comply with environmental laws or regulations applicable to the demolition and associated work) and to conduct the same following closing. The Purchaser wishes to honor the Seller's longstanding (over fifty (50) years) presence at the Premises. Accordingly, before removing or razing the building located on the Premises or performing site work on the Premises, the Purchaser will provide the Seller a ten- (10-) day period of time after closing to remove stained glass windows and any religious objects still located in the building of which the Premises is a part and from other portions of the Premises.

3. Title. Purchaser agrees to conduct a title investigation on the Premises within forty-five (45) days of the Effective Date of the Agreement, and waives any title defect not identified to Seller within said forty-five days, except for title defects that first arise thereafter, as to which Purchaser shall notify Buyer within seven (7) days of learning of the same. If Seller, as the result of any such defect, would in the event of a closing lack the ability to convey title in accordance with the provisions of paragraph 4 of the Agreement, then Seller shall have forty-five (45) days from the time Seller is notified of the defect, unless otherwise agreed in writing by both Purchaser and Seller, to cure the defect or obtain a title insurance commitment providing Purchaser with affirmative coverage over any such defect. Seller hereby agrees to make good-faith and best efforts to remedy any title defect during such period, provided that, except for liens, Seller need not expend more than \$15,000 to effectuate said cure. If, at the expiration of the forty-five (45) day cure period, Seller is unable to remedy the title, Purchaser may at its option (i) waive the title defect as of the expiration of said cure period and accept the deed at closing notwithstanding any defects, or (ii) cancel and terminate the Agreement, in which case the Earnest Money Deposit shall be promptly returned to Purchaser, this Agreement shall be null and void, and both parties shall be relieved of any further obligations hereunder. Notwithstanding any provision herein to the contrary, if new title



issues arise after the expiration of the forty-five (45) day period herein described, Seller agrees to cure said title issues irrespective of the cost and without any limit.

4. Closing. The closing shall take place within thirty (30) days of Purchaser's obtaining all required and non-appealable local, state, and federal (if any) permits and approvals, including but not limited to a demolition permit, necessary to erect the new Jewish Community Center on the Premises, but in no event later than October 15, 2015. In the event that a demolition permit cannot be obtained, all Earnest Money Deposits shall be refunded to Purchaser, notwithstanding the provisions of Section 1 of this Addendum to agreements to the contrary. Seller agrees to execute and deliver to Purchaser at closing such affidavits and certificates as are reasonably necessary for Purchaser's acquisition of the Premises, including, without limitation, a Certificate of Non-Foreign Status (as required by the Internal Revenue Service), the applicable Maine Real Estate Withholding forms (as required by Maine Revenue Services), a title insurance "Seller's Affidavit" regarding mechanic's liens and persons in possession, an affidavit regarding underground storage tanks (as required by Maine Law), and evidence of Seller's legal existence, good standing, and authority to convey the Premises. Purchaser agrees to execute and deliver at closing evidence of Purchaser's legal existence, good standing, and authority to purchase the Premises, as well as any other instruments reasonably requested by Seller to consummate the transaction intended hereby.

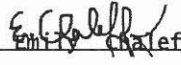
5. Inspection and Seller's Delivery of Information. Seller agrees that Purchaser may enter onto the Premises at reasonable times designated by Seller prior to closing in order to inspect the Premises, perform due diligence, conduct surveys and engineering studies, and do any other such things as are reasonably necessary to its acquisition of the Premises, including, but not limited to, a Phase 1 Environmental Study. Seller further agrees to furnish to Purchaser, upon execution of this Agreement, all materials and studies in Seller's possession relating to the Premises or its condition, including, without limitation, copies of any Phase 1 Environmental Study, Seller's title insurance policy, any engineering and/or structural studies, and any environmental studies. Seller will provide said information without warranting the correctness of the information. Purchaser further reserves the right to view the Premises within forty-eight (48) hours prior to closing.

6. Conditions Precedent. The following are Conditions Precedent to Purchaser's obligation to close this transaction. Purchaser and only Purchaser may waive any or all of these Conditions Precedent. In the event that all Conditions Precedent are not fulfilled as of the date of the closing, Purchaser may elect not to close this transaction, whereupon Purchaser shall have the right to terminate this Agreement and all Earnest Money Deposits shall be distributed in accordance with Section 1 of the Addendum; provided, however, that if a demolition permit cannot be obtained, all Earnest Money Deposits shall be refunded to Purchaser, notwithstanding the provisions of Section 1 of this Addendum to agreements to the contrary: (a) Subject to the use by Seller of proceeds to clear title or dismiss suits, there are no suits filed or claims made against Seller that would in any way create a lien on the Premises or jeopardize Seller's right and authority to convey the Premises, or any portion thereof, or interest therein, to Purchaser. (b) Subject to any matters of title waived by Purchaser, Purchaser shall have obtained, at its cost, a Title Commitment at closing that is satisfactory to Purchaser and shall have been furnished with a satisfactory survey. (c) The zoning of the Premises permits the Buyer's proposed use for the Premises, which includes the establishment and operation of a new Jewish Community Center of up to 20,000± SF to contain, without limitation, an elementary school and preschool/daycare facility, together with at least fifty (50) surface parking spaces and adjacent space suitable for an outdoor play area that is satisfactory to Purchaser (the "Proposed Use"). (d) Purchaser shall have obtained all required local, state, and federal (if any) permits and approvals, including but not limited to demolition permit(s) that expire not less than sixty (60) days following closing (but this condition for issuance of the permit may be subject to a requirement for post-closing asbestos remediation), necessary to erect the new Jewish Community Center on the Premises.

[SIGNATURES ON FOLLOWING PAGE]

Agreed to: **PURCHASER**

**THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE**

By:   
Emily Chaleff

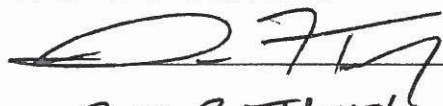
Name: Emily Chaleff Executive Director

Title: 12/9/2014

Date: \_\_\_\_\_

Agreed to: **SELLER**

**ROMAN CATHOLIC BISHOP OF PORTLAND**

By: 

Name: DAVID P TWOMEY

Title: CHIEF FINANCIAL OFFICER

Date: 12/10/14

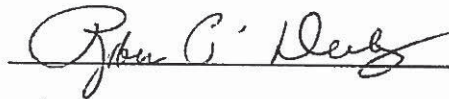


AUTHORIZATION

On behalf of the Roman Catholic Bishop of Portland, corporation sole, I authorize either David Twomey or Msgr. Andrew Dubois to negotiate and sign a purchase contract between the Roman Catholic Bishop of Portland, corporation sole, and the Jewish Community Alliance of Southern Maine for the purchase of St. Patrick's church property in Portland, Maine, as well as any amendment to the same. This authorization shall continue until revoked.

DATE: 12/9, 2014

ROMAN CATHOLIC BISHOP OF PORTLAND

A handwritten signature in cursive script, appearing to read "Robert P. Deeley", written over a horizontal line.

Robert P. Deeley, Roman Catholic Bishop of Portland

## **Section 2**

# **Evidence of Financial Capacity**

### **2.1 Key Bank Letter of Intent**



April 2, 2015

City of Portland  
Planning Department  
389 Congress Street  
Portland, Maine 04101

Re: Letter of Intent / Jewish Community Alliance – 1342 & 1348 Congress Street

Dear Planning Department:

This Letter of Intent is to verify that KeyBank has reviewed the financing needs of the Jewish Community Alliance (“JCA”) for the above-referenced project and that it is the opinion of KeyBank that the JCA has the financial capacity to undertake the purchase construction of the same.

The JCA has maintained a deposit relationship with KeyBank since 2000 and a lending relationship since 2010. The JCA has advised us that in addition to having raised \$3,000,000.00 in dedicated cash, its capital campaign has yielded an additional \$1,250,000.00 in firm pledges (including the value of its building on Ashmont Street to be sold as part of this transaction) to support the project. Based on KeyBank's longstanding relationship with the JCA, our review of the JCA's financial representations and our understanding of projected project costs, KeyBank will be pleased to consider issuing a commitment to make a loan to the JCA for the purchase and subsequent construction of the project. This Letter of Intent, however, is not a contract or an offer to enter into a contract, nor a commitment to make any loan, and does not obligate us to issue any commitment or obligate us in any other way.

Should the Planning Department need anything further, please do not hesitate to contact me directly at 207-874-7222.

Sincerely,

A handwritten signature in black ink, appearing to read "ADiSotto".

Anthony DiSotto  
Vice President  
Business Banking

cc: Steven Brinn, President, JCA  
Elinor G. Miller, Interim Director, JCA



## **Section 3 Traffic and Parking**

- 3.1 Trip Generation Analysis for Proposed JCA  
Community Center in Portland – March 19, 2015**
  
- 3.2 Additional Trip Generation Analysis for Proposed JCA  
Community Center in Portland – May 13, 2015**
  
- 3.3 Parking Needs for Special Events for Proposed JCA  
Community Center in Portland – June 4, 2015**

## SUMMARY MEMORANDUM

TO: Mr. Greg Halsey, Staff Engineer  
Tighe & Bond  
177 Corporate Drive  
Portsmouth, NH 03801

DATE: March 19, 2015

RE: Trip Generation Analysis for Proposed JCA Community Center in Portland

---

### Introduction

The purpose of this memorandum is to summarize trip generation analysis prepared for the proposed Jewish Community Alliance (JCA) of Southern Maine's proposed new community center on Congress Street in Portland, Maine. The proposed community center is being located on the Saint Patrick Catholic Church site on Congress Street. It is understood that the proposed new building will be approximately 19,075 square feet (S.F.) in size. The building is expected to include a preschool/daycare facility for up to 68 students. In addition, the center is expected to provide an after school program for up to 20 students. There will be approximately 2,000 square feet of office space. The remainder of the building will provide for the community center purposes, which will include an assembly room for up to 260 persons and a multi-purpose room that will hold up to 49 persons. A copy of the current JCA building program is attached for information.

### Trip Generation Analysis

The number of trips that will be generated by the proposed pre-school and the office component on a daily basis were estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 9<sup>th</sup> Edition" report, published in 2012. Land use code (LUC) 568 "Day Care Center" was used. There is no pre-school code and this LUC is described as "a facility where care for pre-school age children is provided, normally during the daytime hours. Day care facilities include classrooms, offices, eating areas and playgrounds. Some centers also provide after-school care for school-age children."

The community center is also expecting to provide an after-school program for up to 20 school-age children. These children will be transported to the center in a van and picked up by parents. As a result, the day care calculations were performed on the basis of 88 (68 pre-school and 20 after-school) total students. LUC 710 "General Office Building" was used on the basis of 2,000 S.F. for the office component. The results are summarized in the following table:



**ITE Trip Generation Summary – One Way-Trip Ends**

<u>Time Period</u>	<u>Day Care</u>	<u>Offices</u>	<u>Total</u>
Weekday	386	22	408
AM Peak Hour ó Adj. Street	70	3	73
AM Peak Hour - Generator	71	3	74
PM Peak Hour ó Adj. Street	71	3	74
PM Peak Hour ó Generator	74	3	77

As can be seen above, the pre-school, after-school program and program offices are expected to generate a maximum of 77 one-way trips during peak hours on weekdays. The remaining community center component is more difficult to estimate since there is no ITE land use code that describes this particular use, however, it will be compared to previous grandfathered trips of the Church.

Since the church was in use until 2013 their former uses were compared to those of the proposed Jewish Community Center. It is understood, from information provided by the diocese, that Saint Patrick's Church seated 500 persons in the pews. Additional seating was brought in for Easter and Christmas services. Again, based upon information provided by the church, their weekday masses typically had 100 attendees while weekend masses had 250 to 400 attendees. In addition to daily and weekend masses, the church held marriages, funerals and also private events, with attendances ranging from 200 to 500. The private events included dances, wedding receptions and birthday parties. A table provided by the Church listing all of these activities and events is attached to this memorandum.

In contrast, the proposed community center will provide an assembly room, for up to 260 persons. In addition, the multi-purpose room will provide for 49 additional persons. The assembly room is expected to provide for such events as occasional lectures, an annual meeting and performances. It is important to note that the JCA will not hold any events on Saturdays. However, other community uses could possibly occur on a Saturday. The majority of these events would be expected to occur off-peak (not during the weekday AM or PM peak hours), similar to the former Church's weekend masses, with lesser attendance than the former Church activities/events. The multi-purpose room is expected to be used for such activities as exercise classes and the after school program which has already been considered in the above trip generation calculations. Based upon all of this information, it is my professional opinion that the Jewish Community Center activities and events, with a lesser building capacity than the Church, will generate fewer trips than the former Saint Patrick's Church both overall and during peak periods.

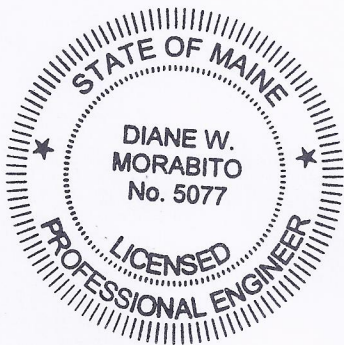
It is also important to note that while overall trip generation for the Jewish Community Center is expected to be less than the former Church use, as well as less frequent than the Church activities, the proposed site plan greatly enhances access management. The Church had three curb cuts to Congress Street. The proposed JCA site plan reduces the Congress Street curb cuts to just one, closing the two closest to the signalized Stevens Avenue intersection, thus improving both safety by reducing conflict points and the capacity of Congress Street.

To summarize, trip generation is expected to be reduced for the Jewish Community Center from the former Church use and access management will be greatly improved. It is also understood that the nearby signalized Stevens Avenue has been recently improved/upgraded. As a result of all of these factors, no additional traffic study should be necessary. As always, please do not hesitate to contact me if you or the City of Portland have any questions or concerns regarding this analysis or if you need any additional information.

Sincerely,



Diane W. Morabito, P.E. PTOE  
President



cc: Steven Brinn





JCA of Southern Maine  
 Jewish Community Center  
 Draft Building Program

March 5, 2015

• **School**

○ Infant (up to 8 students)	600 SF
○ Young Toddler (up to 10 students)	500 SF
○ Older Toddler (up to 12 students)	700 SF
○ Nursery (up to 18 students)	700 SF
○ Pre-K (up to 20 students)	900 SF
○ Teachers Room	250 SF
○ Laundry	100 SF
○ Staff Toilets	150 SF
○ Storage	200 SF
○ Multi-purpose Activity Room	900 SF
○ <u>Cubbies</u>	<u>200 SF</u>
<b>Net Area Subtotal</b>	<b>5,200 SF</b>

• **Community Center**

○ Assembly Room (dividable assumed occupant load of 260)	3,900 SF
○ Multipurpose Room (occupant load: 49)	750 SF
○ Kitchen	200 SF
○ Food Pantry	400 SF
○ Lobby	500 SF
○ Public Toilets	300 SF
○ Mothers Room	80 SF
○ <u>Storage</u>	<u>200 SF</u>
<b>Net Area Subtotal</b>	<b>6,030 SF</b>

• **Offices**

○ Private Offices (12 single use offices)	1,200 SF
○ Front Desk (1 staff receptionist)	100 SF
○ Conference Room (occupant load: 20)	300 SF
○ Work Room	200 SF
○ <u>Break Room</u>	<u>200 SF</u>
<b>Net Area Subtotal</b>	<b>2,000 SF</b>

• **General**

○ Mechanical Room	400 SF
○ Electrical/Telecom Room	200 SF
○ <u>Building Storage</u>	<u>300 SF</u>
<b>Net Area Subtotal</b>	<b>900 SF</b>

**Net Program Area Subtotal 14,130 SF**

**Gross Building Area (1.35) 19,075 SF**

YEAR	MASSES	BAPTISMS	MARRIAGE	FUNERALS	1ST C/Conf	PRIVATE EVENTS
2005	D-312 / WkE-208	33	15	54	45/43	Approx a dozen
2006	D-312 / WkE-208	26	10	32	32/11	Approx a dozen
2007	D-132 / WkE-156	10	5	27	31/31	" "
2008	D-132 / WkE-156	14	5	26	At St. Pius X	" "
2009	WkE. 156	11	2	37	21/93	20 separate
2010	WkE. 156	9	2	31	At. St. Joseph	25 separate
2011	WkE. 156	6	1	31	68/73	5 separate
2012	WkE. 156		2	29		
2013	WkE. 66			9		
2014						

**Private**

**Events:** Large # attending: Birthday, Bridal, Dances Receptions; etc. #'s = 200 to 500+ per event

**Weekly:** Choir Practice Rug Hookers; Masses; Water Color

**Monthly:** (2X) Tues & Thurs) K.C.; Boy Scouts; Worship & Baptism Prep; Hibernians;  
PCM 4th Degree Spirituality Classes Railroad Mtgs.

**Women:** Membership Coummun Year 2 - 4 X yr.  
Banquet Breakfast Ending Various Type  
w/Mass Banquet Dinners

**School:** 7th & 8th Grade 8th Grade Graduations Dances Spagh. Dinners  
Luncheons Spelling Bee & Receptions 3 - 4 annually

**Annual:** St. Patty's Dinner; Parish Picnic Daffodil Days; GPCCM Meeting Rummage Sale 2 x year Christmas Bazaar  
Thanksgiving Baskets Precinct Voting Christmas Baskets YMCA Banquets 6-8 Annually Various Sport Altar, Eucharist Ministers & Lector Training Recitals - Various Types

Choral Art Society Sing-A-Long  
K.C. Dinners Various  
Respect Life Comm. Programs

1st Communion Mass &	/ Confirmation Receptions
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**MISC:** 3 Schooner Fare Concerts Lifeline Screening All Day International Piano Festival 1 week MCCCW All Day Mtg. People to People Student Ambassador Guitar Society 4 - 6 X month

**Masses:** Holiday - Easter Christmas, Lent Ash Wednesday Reconcil. - Wkly & Holiday Lenten Stations of The Cross Holy Days of Obligation





25 Vine Street Gardiner, ME 04345  
 (207) 582-5252 FAX (207) 582-1677  
 mainetrafficresources.com

## SUMMARY MEMORANDUM

TO: Mr. Greg Halsey, Staff Engineer  
 Tighe & Bond  
 177 Corporate Drive  
 Portsmouth, NH 03801

DATE: May 13, 2015

RE: Additional Trip Generation Analysis for Proposed JCA Community Center, Portland

---

This is written to respond to additional information requested by Tom Errico in his April 29, 2015 email to Jean Fraser regarding the proposed Jewish Community Alliance (JCA) of Southern Maine's proposed new community center on Congress Street in Portland, Maine. Specifically, under his first bullet Mr. Errico requests weekday AM and PM peak hour trip generation data for the former Saint Patrick Catholic Church and a comparison to the expected JCA trips during this period. Based upon information you provided the church is 25,076 square feet in size.

### Trip Generation Analysis

Since specific information was not available from the church regarding daily masses, former weekday AM and PM peak hour church trips were estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 9<sup>th</sup> Edition" report, published in 2012. Land use code (LUC) 560 "Church" was used on the basis of 25,076 square feet. The results are shown below:

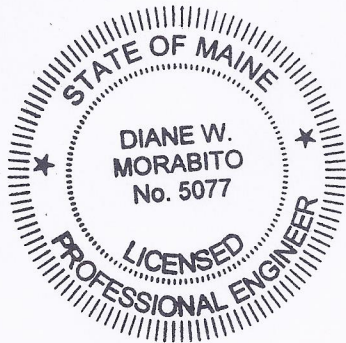
<u>Time Period</u>	<u>ITE Trip Generation Summary</u> <u>One-way Trips</u>
AM Peak Hour " Adj. Street	14
AM Peak Hour - Generator	22
PM Peak Hour " Adj. Street	14
PM Peak Hour " Generator	24

In comparison, the regular components of the JCA center were previously estimated by Maine Traffic Resources and are repeated in the following table along with the former church trips:

<u>Time Period</u>	<u>JCA Pre-School</u>	<u>JCA Offices</u>	<u>JCA Total</u>	<u>Former Church</u>	<u>Increase</u>
AM Peak Hour – Adj. Street	70	3	73	14	59
AM Peak Hour - Generator	71	3	74	22	52
PM Peak Hour – Adj. Street	71	3	74	14	60
PM Peak Hour – Generator	74	3	77	22	55

Based upon the ITE data, the JCA community center will generate from 50 to 60 additional one-way trips during the weekday AM and PM peak hour periods. However, based upon information provided by the JCA this likely will not occur. For instance, the pre-school component was estimated based upon the day care code, which assumes parent pick-ups during the PM peak hour periods. Currently, approximately 16 students get picked up at 12:30, 4 or 5 students at 1:15 and 28 at 3:30. So, very few would be expected to occur in the PM peak hours in contrast to the above analysis. Also, as noted by Tom Errico, the Church did previously hold daily masses but we have no information regarding times or number of attendees to estimate these trips. However, they were likely greater than the trips indicated by the above ITE analysis.

As always, please do not hesitate to contact me if you or the City of Portland have any additional questions or concerns regarding this trip generation analysis.



Sincerely,

A handwritten signature in black ink that reads "Diane W. Morabito".

Diane W. Morabito, P.E. PTOE  
President

cc: Steven Brinn





25 Vine Street Gardiner, ME 04345  
 (207) 582-5252 FAX (207) 582-1677  
 mainetrafficresources.com

## SUMMARY MEMORANDUM

TO: Mr. Greg Halsey, Staff Engineer  
 Tighe & Bond  
 177 Corporate Drive  
 Portsmouth, NH 03801

DATE: June 4, 2015

RE: Parking Needs for Special Events for Proposed JCA Community Center, Portland

This is written to respond to additional information requested by Tom Errico regarding parking demand for special events in our meeting on June 1<sup>st</sup> for the Jewish Community Alliance (JCA) of Southern Maine's proposed new community center on Congress Street. Jean Fraser from Portland's Planning Division was also present at this meeting. Mr. Errico was not concerned with daily parking demand for the proposed center but specifically with the demand for special events.

Information was compiled by the JCA for their largest expected events, the annual frequency of these events and the likely number of attendees they would have. That information is repeated below:

<u>Event</u>	<u>Frequency/Occurring</u>	<u># of Attendees</u>
Annual Meeting	mid-June weeknight 6:30-9 pm	100
Lecture Series	3 Evenings or Sundays	50-100 per
Concerts	2-3 Sundays	100 per
School Events, i.e. Math Night		100 inc students per
Holiday Celebrations:		
Yom Ha'shoa	April Sunday Afternoon	100
Israel Independence Day	April/May Wkdy Night	100
Passover Seder	April/May evening	50-100
Succot	October Sunday afternoon	50-100

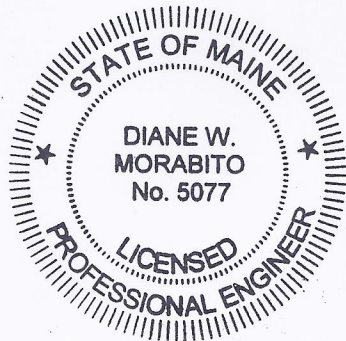
Expected vehicle occupancy rates were also obtained from the JCA for their Annual Meeting and for their Holiday Celebrations since Maine Traffic Resources was unfamiliar with these events. They reported that the annual meeting is primarily couples and families with 40 % singles with a vehicle occupancy rate (VOR) of 2.1. To be conservative Maine Traffic Resources used a rate of 1.9. The Holiday events are mostly families so they expect 2.2 persons per vehicle. The Eno Foundation's "Parking for Institutions and Special Events" reports an average vehicle occupancy rate of 3.0 for concerts and entertainment. For this analysis Maine Traffic Resources assumed a lesser 2.0 rate and also applied this same rate to

the lecture series. For the school events Maine Traffic Resources assumed a rate of 2.25. Two parent families with at least one child would be 3.0 so the use of 2.25 allows for some single parent households or parents arriving from different workplaces. These vehicle occupancy rates result in the following parking demands for the reported special events:

<u>Event</u>	<u># of Attendees</u>	<u>VOR</u>	<u>Max. Vehicles</u>
Annual Meeting	100	1.9	53
Lecture Series	50-100	2.0	50
Concerts	100	2.0	50
School Events, i.e. Math Night	100	2.25	45
Holiday Celebrations:			
Yom Ha'shoa	100	2.2	46
Israel Independence Day	100	2.2	46
Passover Seder	50-100	2.2	46
Succot	50-100	2.2	46

As can be seen above, the largest parking demand will occur during the annual meeting. During this annual event, the facility is expected to require 53 parking spaces. Given that the current site design provides 50 spaces this is only a three vehicle overflow. Given that there is an agreement with the adjacent dentist for use of his spaces (thirty-five+), as overflow when his facility is closed, and that this is an evening event there should be adequate parking available for the annual meeting. Based upon the above analysis, parking for all other events should be contained on site provided that no other programs are scheduled at the same time.

As always, please do not hesitate to contact me if you or the City of Portland have any questions or concerns regarding this parking analysis.



Sincerely,

A handwritten signature in black ink that reads "Diane W. Morabito".

Diane W. Morabito, P.E. PTOE  
President

cc: Steven Brinn, JCA

## **Section 4**

# **Utility Capacity to Serve**





June 6, 2015

JUN 10 2015

TIGHE@BOND  
C/O Mr. Greg Halsey  
177 Corporate Drive  
Portsmouth, NH 03801

RE: Three Phase Electric Service, 1342 Congress Street, Portland, Maine

Dear Mr. Halsey,

This letter is to advise you Central Maine Power has sufficient three phase electrical capacity in the area to serve the subject project.

Once the project is accepted by the City of Portland, the owner will need to call our Customer Service Center at 1-800-565-3181 to sign up for a New Account and a Work Request Order so we may provide an actual cost.

I will need to know what size service and voltage the Customer will be requesting.

If you have any questions please feel free to call me at 828-2882.

Sincerely,

Paul DuPerre  
Energy Service Specialist



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

May 11, 2015

Tighe & Bond  
177 Corporate Drive  
Portsmouth, NH 03801

Attn: Greg Halsey  
Re: 1342 Congress Street - Portland  
Ability to Serve with PWD Water

Dear Mr. Halsey:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on 3/23/2015. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

### Conditions of Service

The following conditions of service apply:

- The existing services at this site may be used by the proposed development as long as the project team determines that they will provide adequate flow and pressure for the proposed use. If any of the existing services will no longer be used as a result of the development then they must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main (for the 2-inch service) or removing the 6-inch gate valve and capping the tapping sleeve (for the 6-inch service).
- Approval of plans will be required for the project prior to construction. As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water main and water service line configuration. We will work with you to ensure that the design meets our current standards.

### Existing Site Service

According to District records, the project site does currently have existing water service. A 6-inch diameter cast iron fire service line and a 2-inch diameter copper domestic service line located as shown on the attached water service cards, provide water service to this site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

### Water System Characteristics

According to District records, there is a 6-inch diameter cast iron and a 42-inch water main both on the northerly side of Congress Street and a public fire hydrant located 225-feet from the site.



The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Caleb Street 140 feet northerly of Congress Street  
Hydrant Number: POD-HYD01375  
Last Tested: 3/31/2015  
Static Pressure: 90 psi  
Residual Pressure: Not Measured  
Flow: Not Measured

#### Public Fire Protection

You have not indicated whether this project will include the installation of new public hydrants to be accepted into the District water system. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

#### Domestic Water Needs

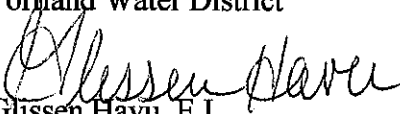
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

#### Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact the MEANS Division to request a hydrant flow test and we will work with you to get more complete data.

If the District can be of further assistance in this matter, please let us know.

Sincerely,  
Portland Water District

  
Glissen Havu, E.I.  
Design Engineer



## Greg W. Halsey

---

**From:** David Margolis-Pineo <DMP@portlandmaine.gov>  
**Sent:** Thursday, February 26, 2015 2:01 PM  
**To:** Greg W. Halsey  
**Cc:** Michelle Sweeney  
**Subject:** Re: Proposed Community Center 1342 Congress Street - Sewer/Water Services

Greg,

The water system in the Greater Portland Area is own and maintained by the Portland Water District. They can be reached at 207-774-5961. Ask for the person who took Rico Spugnardi's position.

As for sewer laterals, I will put a request in now to Michelle Sweeney to check out 1342 Congress St. Are there any other addresses for that property?

Congress St in that area is not under a paving moratorium so not problem there. You should try to reuse the existing sewer lateral if possible but it would be worth running a camera down the line to evaluate before making that decision.

>>> "Greg W. Halsey" <GWHalsey@tigheBond.com> 2/26/2015 10:05 AM >>>

David,

It was nice meeting you at yesterday's preliminary meeting with City Staff. I wanted to follow up with you and request some additional information. Does the City have utility service cards that can provide the pipe size, type for the existing water and sewer services to the building? Our surveyed plan shows (2) water service connections and we will need to confirm size to ensure we have capacity for domestic and fire flows in the proposed building and that we can re-use those existing services.

Also, you had mentioned a possible moratorium on cutting pavement in Congress Street. Can you confirm if that is still in effect?

We look forward to working with the City of Portland on this project. Feel free to call or email me for additional information you may need.

Thanks

**Greg Halsey, EIT** | Staff Engineer

**Tighe & Bond** | 177 Corporate Drive | Portsmouth, NH 03801 | 603.433.8818 | 315.436.6693 (Cell)

[www.tighebond.com](http://www.tighebond.com) | Follow us on: [Twitter](#) [Facebook](#) [LinkedIn](#)

**Tighe&Bond**

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.



June 8, 2015

Greg Halsey  
Tighe & Bond  
177 Corporate Dr.  
Portsmouth, NH 03801

Re: 1342 Congress St, Portland, ME

Dear Mr. Halsey:

Thank you for your interest in using natural gas for the above referenced project.

Unitil has natural gas in the street in front of this building. The evaluation to complete the design, costs and determining what the customer contribution may be, if any, can be completed once Unitil receives the completed design and load information. Unitil welcomes the opportunity for further discussions regarding this project.

If you have any further questions or require additional information, please contact me directly at (207) 541-2543 or at [carpenters@unitil.com](mailto:carpenters@unitil.com).

Sincerely,

Scott Carpenter  
Business Development Representative  
Unitil Corporation  
(o) 207-541-2543 (f) 207-541-2593

---

ME GAS CUSTOMER ENERGY SOLUTIONS  
1075 Forest Avenue  
Portland, ME 04103-3586

T 207-541-2508 [www.unitil.com](http://www.unitil.com)

## **Section 5 Fire Department**

### **5.1 Fire Department Checklist**

### **5.2 Fire Truck Turning Plan**





PORTLAND FIRE DEPARTMENT  
SITE REVIEW  
FIRE DEPARTMENT CHECKLIST



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
2. See attachment
3. Name address, telephone number of architect  
See attachment
4. Proposed uses of any structures [NFPA and IBC classification]
5. See attachment
6. Square footage of all structures [total and per story]  
See attachment
7. Elevation of all structures  
See A201 Exterior Elevations
8. Proposed fire protection of all structures
  - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations  
See Sheet C-4 Utilities Plan
10. Water main[s] size and location  
See Sheet C-4 Utilities Plan
11. Access to all structures [min. 2 sides]  
Access to structure on 2 sides provided. See Sheet C-2A Overall Site Plan
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.  
See attachment

Some structures may require Fire flows using annex H of NFPA 1



April 3, 2015

**Portland Fire Department  
Site Review  
Fire Department Checklist**

1. *Name of Applicant:*  
Steve Brinn  
Jewish Community Alliance of Southern Maine  
57 Ashmont Street  
Portland, ME 04103  
207-772-1959
  
2. *Name of Architect:*  
Mark D. Lee, AIA  
Harriman  
46 Harriman Drive  
Auburn, Maine 04210  
207-784-5162
  
3. *Proposed Use of Structure:*  
Mixed Use (Separated):  
Day-Care (NFPA Chapter 16, IBC I-4)  
Assembly (NFPA Chapter 12, IBC A-3)  
Business (NFPA Chapter 38, IBC B)
  
4. *Square footage of proposed structure (total and per story):*  
1-Story, 19,300 SF
  
5. *Elevation of Structures*  
See A201, Exterior Elevations
  
6. *Proposed Fire Protection of All Structures*  
Construction: NFPA II (000), IBC 2B  
Addressable Fire Alarm System  
Sprinkled in accordance with NFPA 101 9.7/NFPA 13



April 3, 2015

7. *Code Summary (NFPA 1)*

Chapter 6: Use and Classification, See above for Proposed Use of Structure

Chapter 10: General Safety Requirements

10.1.2 Building designed to NPFA 101 2009 with City of Portland Amendment (10-7-13) for the above listed occupancy uses

10.10.6 Kitchen designed with Fire Suppression System at applicable equipment (Ansul or equivalent)

10.18.3.2 18" min clearance from sprinkler deflector to obstructions

Chapter 11: Building Services

11.1.2.1 Building designed to NFPA 70 NEC

11.2.1 Building designed to NFPA 90A, NFPA 90B

11.3 Single story building does not have an elevator

11.4 Building designed to NFPA 54 and has natural gas service from Congress Street

Chapter 12: Features of Fire Protection

12.2 Building designed to NPFA 101 2009 with City of Portland Amendment (10-7-13) for the above listed occupancy uses. All applicable section of this code (NFPA 1) will be addressed by compliance with NFPA 101.

Chapter 13: Fire Protection Systems

13.1 Building plans will be submitted to the City of Portland for review and approval with the building permit application.

Chapter 14: Means of Egress

14.1 Building designed to NPFA 101 2009 and Maine Uniform Building and Energy Code (MUBEC). Respective code summary will be provided with the building permit application.

Chapter 16: Safeguarding Construction, Alteration, and Demolition Operations

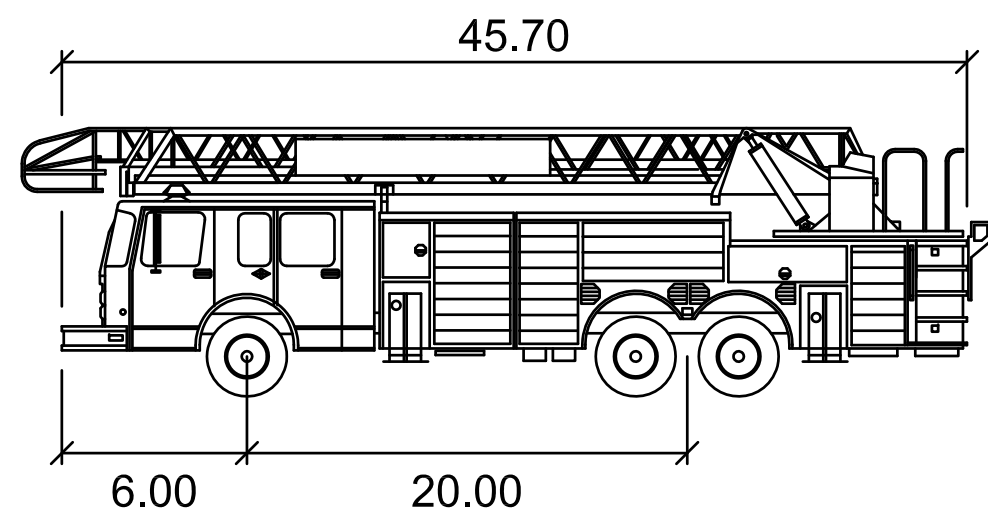
16.1.1 Construction Manager for the project will contact the City of Portland Fire Department to coordinate necessary requirements under this Chapter prior to construction.

Chapter 18 Fire Department Access and Water Supply

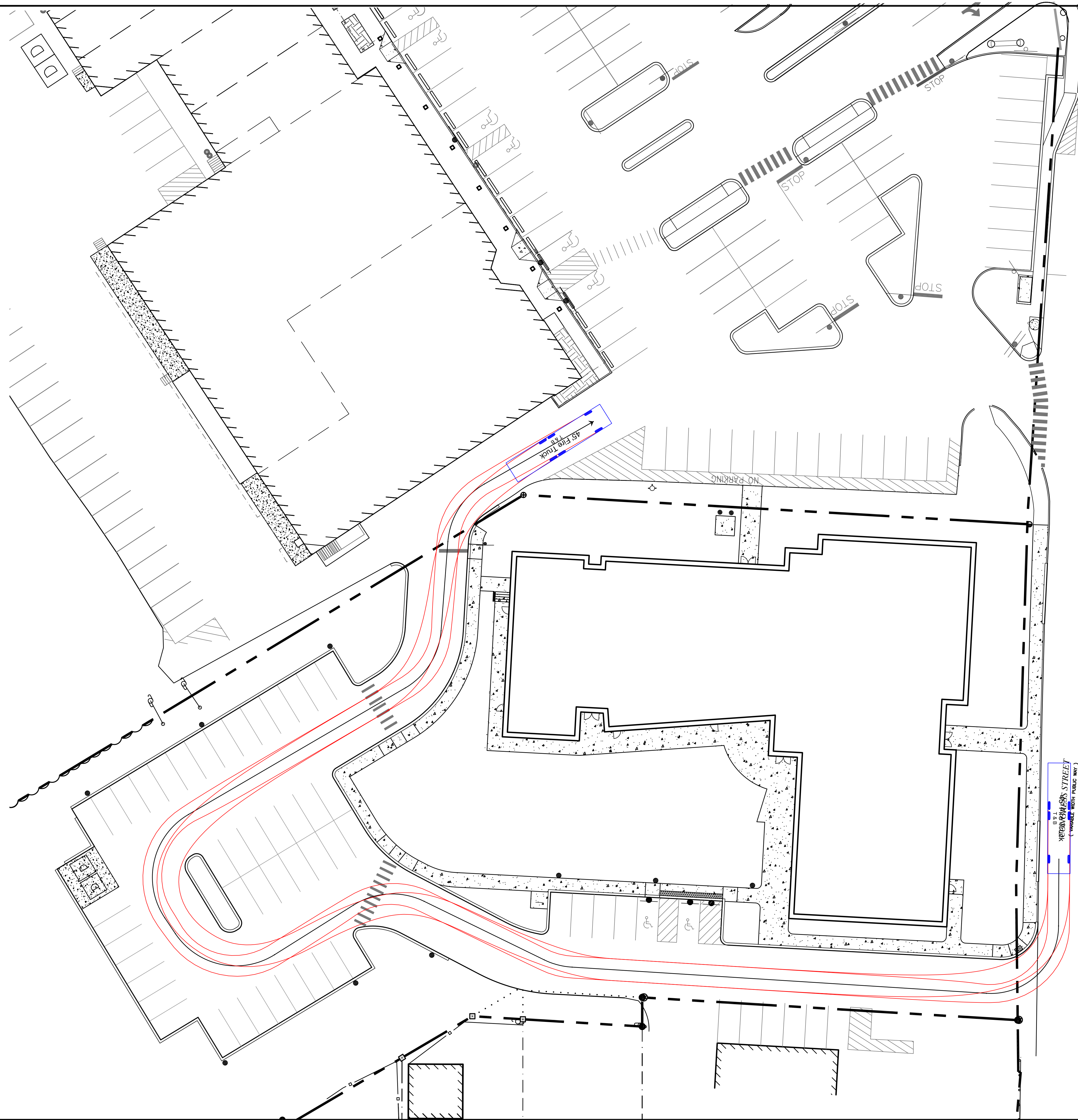
18.1.3 Plans

Knox Box will be provided at the main building entrance. See site plans for access drive and water supply.





**45' Fire Truck**      feet  
 Width                : 9.33  
 Track                 : 9.00  
 Lock to Lock Time   : 6.0  
 Steering Angle      : 40.0



**Jewish  
 Community  
 Alliance of  
 Southern Maine**

Proposed  
 Neighborhood  
 Center

Portland, Maine

Mark	Date	Description

PROJECT NO: J-0096  
 FILE: J0094-SITE-BUS.dwg  
 DRAWN BY: GWH  
 CHECKED: BLM  
 APPROVED BY: BLM

**FIRE TRUCK  
 TURNING PLAN**

SCALE: AS SHOWN

May 09, 2015 5:12pm Plotted By: gwh  
 Tighe & Bond, Inc. J:\J0096 Jewish Community Alliance\DWG-CADD\DESIGN\0094-SITE-BUS.dwg Layout: FIRE

**Section 6  
City of Portland Wastewater Capacity  
Application**

**CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION**

Department of Public Services,  
55 Portland Street,  
Portland, Maine 04101-2991



Mr. Frank J. Brancely,  
Senior Engineering Technician,  
Phone #: (207) 874-8832,  
Fax #: (207) 874-8852,  
E-mail: fjb@portlandmaine.gov

Date: 6/16/2015

**1. Please, Submit Utility, Site, and Locus Plans.**

Site Address: 1342 Congress Street Chart Block Lot Number: 191-B-16/17

Proposed Use: Neighborhood Center and School  
Previous Use: Catholic Church

Existing Sanitary Flows: Unknown GPD  
Existing Process Flows: N/A GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Site Category	Commercial (see part 4 below)	<input checked="" type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>

The existing 8" clay sewer service will be re-used for the proposed project.  
A new manhole will be constructed to connect the proposed 6" PVC sewer service from the building to the existing 8" service connection into Congress Street.

*(Clearly, indicate the proposed connections, on the submitted plans)*

**2. Please, Submit Contact Information.**

City Planner's Name: Jean Fraser Phone: \_\_\_\_\_  
Owner/Developer Name: Applicant: Jewish Community Alliance of Southern Maine Attn: Steve Brinn  
Owner/Developer Address: Applicant: 57 Ashmont Street, Portland, ME  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: stvbrinn@gmail.com  
Engineering Consultant Name: Tighe & Bond Attn: Bradlee Mezquita, P.E.  
Engineering Consultant Address: 177 Corporate Drive, Portsmouth, NH 03801  
Phone: 603-433-8818 Fax: \_\_\_\_\_ E-mail: BLMezquita@tighebond.com

*(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)*

**3. Please, Submit Domestic Wastewater Design Flow Calculations.**

Estimated Domestic Wastewater Flow Generated: 1,200 GPD  
Peaking Factor/ Peak Times: PEAK TIME: DURING A FUNCTION EVENT,  
Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"  
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)  
SEE BELOW,

*(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)*

CALCULATIONS BASED ON TABLE 4C OF  
CMR 241 (2011)  
ASSEMBLY: 150 @ 2 GPD PER SEAT = 300 GPD  
DAY CARE: 60 KIDS @ 10 GPD + 10 STAFF @ 12 GPD = 720 GPD  
EMPLOYEES W/O SHOWERS: 15 @ 12 GPD = 180 GPD



**Uniform Plumbing Code Grease Sizing**

Project 15309 Jewish Community Alliance Portland, Maine

Date: 23-Jun-15

Interceptor sizing using fixture volume capacity						
Fixtures	Compartments				Rated size of grease interceptor	
	Size/per compartment	No.	Load (gal)	Fills per hour	One-minute drainage period	Gallons peak 60 minutes
1-Compartment Sink	19 x 16 x 14	2	13.82	1	27.64	27.64
3-Compartment Sink	18 x 24 x 14	2	58.91	1	117.82	117.82
Upright Dishwasher	GPM	1	1.25	58	1.25	72.5
Pre-Rinse Sink	GPM	1	1.42	40	1.42	56.8
Hand Sink	GPM (2.2 each)	2	5.5	1	11	11
Beverage Station	GPH	1	5	1	5	5
Ice Machine	GPH	1	5	1	5	5
Sub-Total					127.42	295.76
Calculated Size	Sized for 60 minutes of flow plus 60 minutes of retention (peak 60 minute flow x 2)					591.52
	Rounded up to next common size.					1000 Gallons

(1) Hand sink calculated at 15 seconds per use x 10 uses per hour (2.2/4\*10 = 5.5 GPH each)



## **Section 7 Neighborhood Meeting**

### **7.1 Neighborhood Meeting Certification**

### **7.2 Neighborhood Meeting Invitation**

### **7.3 Sign-In Sheet**

### **7.4 Meeting Minutes**

J-0096-1  
June 24, 2015

**RE: Neighborhood Meeting Certification  
Proposed Neighborhood Center – 1342 Congress Street**

I, Greg Halsey hereby certify that a neighborhood meeting was held on May 5, 2015 at the Italian Heritage Center at 7:30pm.

I also certify that on (date at least ten (10) days prior to the neighborhood meeting), invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.
2. Residents on the "interested parties" list.
3. A digital copy of the notice was also provided to the Planning Division [jmy@portlandmaine.gov](mailto:jmy@portlandmaine.gov) (and) [ldobson@portlandmaine.gov](mailto:ldobson@portlandmaine.gov) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

The following attachments are included with this certification:

- Copy of Neighborhood Meeting Invitation
- Sign-In Sheet
- Meeting Minutes

Regards,

**TIGHE & BOND, INC**

  
Greg Halsey  
Project Engineer

J:\J\J0096 Jewish Community Alliance\ADMIN\J0096-012(Neighborhood Meeting Certification).Docx

J-0096-1  
April 24, 2015

Dear Neighbor:

On behalf of the Jewish Community Alliance of Southern Maine we would like to invite you to join us for a neighborhood meeting to discuss our plans for a Proposed Neighborhood Center. The project is located at 1342 Congress Street, which is in the R-5 Residential Zone. The proposed project includes the construction of a (1) story, 19,300 SF Neighborhood Center with associated site improvements that include a surface parking lot, stormwater management system, utilities, site lighting, and landscaping.

**Meeting Location: Italian Heritage Center  
40 Westland Avenue  
Portland, ME 04102**

**Meeting Date: May 5, 2015**

**Meeting Time: 7:30pm**

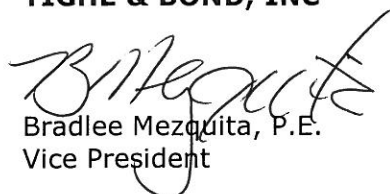
**Note:** The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

Under Section 14-32(C) and 14-524(a)d of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within 30 days of submitting a preliminary application or 21 days of submitting a final site plan application, if a preliminary plans was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4<sup>th</sup> Floor, 389 Congress Street Portland, ME 04101 or by email: to [bab@portlandmaine.gov](mailto:bab@portlandmaine.gov)

We look forward to meeting with you to discuss this project. If you have any questions, please contact Greg Halsey by phone at 603-433-8818 or by email at [GWHalsey@Tighebond.com](mailto:GWHalsey@Tighebond.com).

Very Truly Yours,

**TIGHE & BOND, INC**



Bradlee Mezquita, P.E.  
Vice President



Greg Halsey  
Staff Engineer

**Proposed Neighborhood Center – 1342 Congress Street**

**Neighborhood Meeting**

**Location: Italian Heritage Center 40 Westland Ave Portland, Maine 04102**

**Date: May 5, 2015 at 7:30 p.m.**

	Name	Address	Phone	Email
1.	Sherrie Bergman	288 More Pt Rd Brunswick	P: 725 0070	sherrie.bergman@ gmail.com
2.	Charles Miller	45 Belmont St Portland	P: 772-8427	cmiller@bernsteinshur.com
3.	BETH SMITH	5 EASTWOODS RD KENNEBUNK	P: (508)954-2025	bsmith@bernsteinshur.com
4.	Ed Susbur	46 Kenwood St Portland ME 04102	P: 671-6370	edsusbur@ portlandmaine.gov
5.	Mike Lilly	83 Dunlap Rd Gorham, ME 04038	P: 329-1588	maclilly@gmail.com
6.	Mary Lilly	11	P: 318-5673	mlilly@mainejewish.org
7.	Vin Veroneau	40 Caldwell St. Portland	P: 838-3397	Veroneau@maine.rr.com
8.	Ellie Miller	45 Belmont St Portland	P: 772-8427	emiller@mainejewish.org
9.	Michael Jacobson	4 ST ANDREWS Falmouth, ME	P: F: 749-0270	jacobson@knyreal estate .com



	Name	Address	Phone	Email
10.	Daniel Pearl	14 Greta Way, Falmouth	P: 807-7028	dpearl68@gmail.com
11.	Bill GREEN	22 Rockland AVE	P: 773-8619	BGANDRG@aol.com
12.	Kristina Joye Smith	148 Capisic St. Portland	P: 828-1390	kjsesf@maie.rr.com
13.	Steve Cecil	<del>170</del> 170 Mills St. Boston MA	P: 617 426-5050	scecil@cecilgroup.com
14.	Adam Wynn	170 Mills St. Boston MA	P: 617-426-5050	scecil@cecilgroup.com
15.	STEVE BRINN	9 BIRCHKNOWS CE, ME	P: 207 7996100	STUBRINN@GMAIL.COM
16.	MARK LEE	123 MIDDLE STREET	P: F: 784-5100	mlee@karriman.com
17.			P:	
18.			P:	
20.			P:	
21.			P:	
22.			P:	

## Proposed Neighborhood Center

**To:** Jean Fraser, City of Portland Planning Department  
**FROM:** Greg Halsey, Tighe & Bond  
**DATE:** June 5, 2015

---

**On May 5, 2015 at 7:30 pm, a Neighborhood Meeting was held at the Italian Heritage Center in Portland, Maine**

### Project Introduction

- Steve Brinn with the Jewish Community Alliance of Southern Maine introduced the project and provided a brief history of the organization and the reason they are proposing to build a new community center.

### Architectural Presentation

- Mark Lee with Harriman provided a brief overview of the proposed building.
- (3) major components of the building are neighborhood center, pre-school/school, and administrative offices.
- Discussed the floor plan and overall basis for the layout of the building.

### Site Improvements

- Adam Wynn with Cecil Group provided a brief overview of the site layout and basis for the design.
- Focused on landscape, screening, and parking layout.
- Privacy fence will buffer residences from proposed development.
- Play area is nestled into the back of the building with ornamental fence for safety.
- Drainage improvements that include a underdrained soil filter for stormwater management.

### Questions from Attendees

- **Ed Suslovic (City Councilor)**
  - *Concern with light spilling over from parking lot.*
  - Response: The proposed lighting will be designed to limit light trespass from the proposed development onto abutting properties. Goal is to completely eliminate light trespass with cutoff fixtures if necessary.
  - *How many parking spaces are proposed?*
  - Response: 50 parking spaces are proposed.
  - *Will there be a front entrance to the building?*
  - Response: Yes there will be a front entrance to the building. However, the front entrance will normally remain locked during the day unless there is a special event. Given the use as a school the JCA would like to have control over access to the building.
  - *How will access to the site work?*

- Response: JCA is pursuing a access easement agreement with the Westgate Shopping Center that will allow patrons of the proposed neighborhood center to use the signalized intersection from the Shopping Center. The existing shared access driveway will be reconstructed to accommodate two way traffic.
- *Why doesn't the JCA re-use the Church?*
- Response: The Diocese will not allow the JCA to purchase the property unless they agree to demolish it. Realistically the existing building does not lend itself to the proposed uses, so it would make the most sense to start with a new building. The Church was built with one use in mind while the proposed building needs to be flexible. Vin Veroneau with the Diocese was present at the meeting to discuss this issue.
- **Charlie Miller**
  - *Asked how the play area would be protected from parking area.*
  - Response: The proposed play area will be fenced in to keep the separate uses from mixing. Safety is paramount given the young age of the students that may attend.

## **Section 8**

### **Easement Agreements**

#### **8.1 Charter Westgate, LLC Access Easement Agreement**



## ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of this 25<sup>th</sup> day of MAY 2015, by and between **CHARTER WESTGATE, LLC**, a Delaware limited liability company having a mailing address at c/o Charter Realty Development Corporation, 800 Westchester Avenue, Suite S-632, Rye Brook, New York 10573 ("Grantor") and **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE** (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a Maine not-for-profit corporation having a mailing address of 57 Ashmont Street, Portland, Maine 04103 ("Grantee");

### RECITALS

WHEREAS, Grantor is the owner of certain real estate located in the City of Portland, County of Cumberland, and State of Maine and more particularly described on Exhibit A attached hereto and incorporated herein ("*Grantor's Land*");

WHEREAS, Grantee owns certain real property adjacent to, and on the southwesterly side of, Grantor's Land, which property is more particularly described on Exhibit B attached hereto and incorporated herein ("*Grantee's Land*"); and

WHEREAS, Grantor's Land and Grantee's Land are connected by a paved driveway (the "*Driveway*"); and

WHEREAS, Grantee desires to have vehicular and pedestrian access for ingress and egress to and from Grantor's Land on, over and across the Driveway; and

WHEREAS, Grantor has agreed to grant to Grantee an irrevocable, non-exclusive, perpetual easement on, over and across the Driveway for vehicular and pedestrian access, ingress and egress to and from Grantor's Land, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Access Easement.

(a) Except as set forth in paragraph 5 below, Grantor hereby grants to Grantee and its employees, tenants, guests, occupants, visitors, invitees, successors and assigns, a perpetual, irrevocable and non-exclusive easement for vehicular and pedestrian access, ingress and egress (the "*Access Easement*") on and over that certain portion of Grantor's Land identified as the twenty-four (24) foot wide cross-hatched area traversing Grantor's Land and Grantee's Land on the site plan attached hereto and incorporated herein as Exhibit C (the "*Easement Area*"), which Access Easement shall be appurtenant to, and run with and for the benefit of, Grantee's Land.

(b) The Access Easement may be used only by Grantee and the employees, tenants, guests, occupants, visitors and invitees of Grantee for pedestrian and vehicular ingress and egress. The Access Easement may not be used for parking or for any purpose other than for pedestrian and vehicular ingress and egress and may not be used by commercial or construction vehicles of any type except as otherwise expressly permitted by Grantor in writing. Grantee shall make reasonable efforts to ensure that any adjoining landowner or occupant of any property abutting Grantee's Land shall not use the Access Easement. Grantee and the employees, tenants, guests, occupants, visitors and invitees of Grantee shall use the Access Easement for ingress and egress only and for no other purpose.

(c) Grantor hereby reserves for itself, its successors and assigns, the use and enjoyment of the Easement Area for all purposes consistent with the foregoing use described in subparagraph (a), including: (i) the right to regulate traffic in, upon, over and across Grantor's Land; and (ii) the right to maintain, repair and replace any such driveways, roadways and any entrances, exits and other paved surfaces, sidewalks, and curbing located upon the Easement Area so long as reasonably equivalent and convenient access is provided to Grantee. Notwithstanding anything herein to the contrary, Grantor and Grantee shall ensure that a clear delivery path over the Easement Area shall be maintained for Shaw's delivery trucks at all times and shall not be impeded in any way as it relates to Grantee's use under this Easement.

(d) Grantor, and its successors and assigns, shall be responsible, at its sole cost and expense, for the repair and maintenance of the Easement Area, including snow and ice removal, in a timely manner so as to provide commercially reasonable access for Grantee and its employees, tenants, guests, occupants, visitors and invitees. Grantee, and its successors and assigns, shall be responsible, at its sole cost and expense, for the repair and maintenance of that portion of the Driveway located on Grantee's Land, including snow and ice removal.

(e) If any party's use of the Easement Area or the Driveway results in damages thereto (except for normal wear and tear) arising from accidents, negligence, or use in a manner not consistent with use by a reasonably prudent operator, such party causing the damage shall be solely responsible for the costs of repairing such damage. Grantee shall indemnify and hold harmless Grantor and Grantor's tenants and employees from and against all claims or lawsuits arising from or caused by Grantee's use of the Easement Area except to the extent that any claims or lawsuits are related to or caused by the negligence or willful misconduct of Grantor or Grantor's tenants or employees.

2. Hazardous Materials. Neither Grantor nor Grantee shall cause or permit any hazardous material to be brought upon, kept or used by it or its agents, employees, contractors, sublessees, tenants or invitees in or about the Easement Area, unless such hazardous material is necessary to the business of any such person or entity and such hazardous material is used, kept, stored and disposed of in a manner that complies with all applicable laws regulating any such hazardous material so brought upon or used or kept in or about the Easement Area.

3. Interference. Grantor and Grantee shall cause all construction, installation, maintenance and repair work required of either party hereunder to be conducted so as not to unreasonably interfere with any construction or business activities of the other party, its tenants, guests, customers, invitees,



contractors, servicemen, on Grantor's Land or Grantee's Land, respectively. Grantor shall not, except for permitted improvements to the Easement Area, erect or allow to be erected any structures or improvements on or in the Easement Area and shall not plant or allow to be planted or grown any trees or other plantings therein nor perform any work therein which may obstruct, impede or interfere with Grantee's use of the Easement Area for the purposes stated herein. To the extent that any cleaning, power-washing, security/policing or other costs are caused by the construction of Grantee's new facility or by Grantee, all such costs shall be paid directly by Grantee and not by Grantor.

4. Relocation or Reconfiguration of Easement Area. Grantor, and its successors and assigns, shall have the right to relocate or reconfigure all or any part or parts of the Easement Area upon at least thirty (30) days' prior written notice to Grantee, provided that such relocation or reconfiguration does not, in Grantee's reasonable discretion, materially impair Grantee's use of the Easement Area, and provided further that any such proposed relocation or reconfiguration does not violate a City permit or the permit of any other governing authority. In the event that relocation or reconfiguration of the Easement Area shall require an amendment to a City permit or the permit of any other governing authority, the parties mutually agree to make best efforts and otherwise cooperate in good faith to prosecute said amendment to completion in order to allow the relocation or reconfiguration to occur. Notice under this paragraph 4 shall include a copy of a plan showing the proposed relocation or reconfiguration of the Easement Area. Grantee agrees to promptly execute and deliver to Grantor all documents reasonably requested by Grantor to effectuate any such relocation or reconfiguration.

5. Automatic Termination. Notwithstanding the provisions of paragraph 1 to the contrary, the Access Easement shall automatically terminate and be extinguished upon any of the following events: (i) Grantee has not substantially completed its development plan within thirty-six (36) months after the date that Grantor has both (a) signed this Agreement and (b) obtained all consents required from its lenders and tenants pursuant to paragraph 7 herein; or, (ii) Grantee transfers fee title to Grantee's Land, and the new owner uses Grantee's Land for any purpose other than a private school, community center and/or a place of community public assembly, none of which uses may overburden the Access Easement granted herein and all of which uses shall be of a non-commercial type use; or, (iii) Grantee leases Grantee's Land to any entity or person for any purpose other than as a subsidiary of Grantee or for the uses permitted in subsection (ii) above. The Access Easement shall not run with the land if one of the events provided for in subsections (i), (ii) and/or (iii) above occurs.

6. Insurance. For so long as the Access Easement is in effect, Grantee shall maintain liability insurance in the sum of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, or in such higher amounts as Grantor may reasonably request from time to time, insuring against the actions of Grantee and its employees, tenants, guests, occupants, visitors and invitees and naming Grantor as an additional insured.

7. Consent of Third Parties. Notwithstanding anything herein to the contrary, the easements, covenants and restrictions set forth in this Agreement shall be effective only upon receipt of the written consent of (i) Grantor's lender who holds the loan secured by Grantor's Land, and (ii) any tenant of Grantor's Land whose consent must be obtained under the terms of its lease. This instrument may not be recorded until such consents are obtained and Grantor shall make and employ best efforts to

obtain the same.

8. Duration and Effective Date. Except as set forth in paragraph 5 above, the Access Easement created by this Agreement is irrevocable and shall be effective upon recording.

9. Grant of Easements Only. Grantor is not hereby conveying any land or title thereto, but merely granting the rights, privileges and easements hereinabove set forth.

10. Priority of Easements. The rights and easements granted by this Agreement are and will be superior in priority to any mortgages, security deeds, deeds of trust or liens, the foreclosure of which could terminate such easements.

11. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the parties hereto, their successors and assigns, in a written instrument duly executed, delivered and recorded.

12. Further Acts. From time to time after the date of this instrument, the parties hereto shall each promptly perform such acts and execute, acknowledge and deliver any and all additional instruments or documents as either party may reasonably request to fully effectuate the purposes of this Agreement.

13. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced exclusively in accordance with the provisions hereof and the laws of the State of Maine.

14. Binding Effect. The easement rights, obligations and restrictions created hereby shall be rights, obligations and restrictions running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective heirs, successors and assigns.

15. Cost of Recording. This instrument shall be recorded at Grantee's expense.

16. Notices. Any notice or demand required or permitted to be given under the Agreement shall be in writing and sent to the parties at their addresses first set forth above by national overnight delivery service. Notices shall be effective upon receipt, or, if delivery is refused, on the date delivery is first attempted.

17. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Rules of Construction. The parties have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and



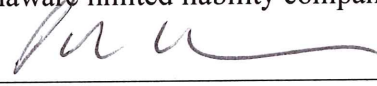
drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

19. Counterparts. This Agreement may be executed in multiple counterpart copies, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to form one document.

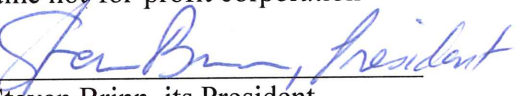
20. Recitals Incorporated. The foregoing Recitals are hereby incorporated into the covenants of the body of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the date first above written.

**CHARTER WESTGATE, LLC,**  
a Delaware limited liability company

By:   
Paul Brandes, its Manager

**THE JEWISH COMMUNITY  
ALLIANCE OF SOUTHERN MAINE,**  
a Maine not-for-profit corporation

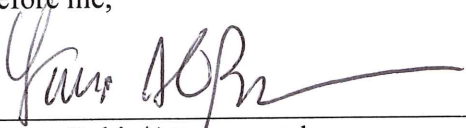
By:   
Steven Brinn, its President

STATE OF ~~MAINE~~ CONNECTICUT  
COUNTY OF ~~CUMBERLAND~~, ss. FAIRFIELD

May 28<sup>TH</sup>, 2015

Personally appeared the above-named Paul S. Brandes, Manager of Charter Westgate, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Charter ~~Realty, LLC~~ WESTGATE, LLC

**Laura A. O'Brien**  
Notary Public  
Connecticut  
My Commission Expires  
March 31, 2016

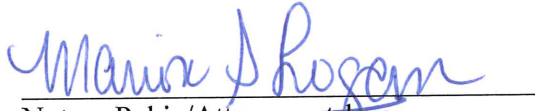
Before me,  
  
Notary Public/Attorney-at-law  
Print name:  
My commission expires:

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

MAY 27, 2015

Personally appeared the above-named Steven Brinn, President of The Jewish Community Alliance of Southern Maine, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of The Jewish Community Alliance of Southern Maine.

Before me,



Notary Public/Attorney-at-law

Print name:

My commission expires:

MARION S. LOGAN  
Notary Public, Maine  
My Commission Expires March 23, 2021

**EXHIBIT A**

["Grantor's Land"]

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

~~Beginning on said southerly side of Congress Street at an iron located at the northeasterly corner of land conveyed by Mary O. Daveis, Trustee under the Will of Edward H. Daveis to C. W. Boyle by deed dated March 2, 1938 and recorded in Cumberland County Registry of Deeds in Book 1543 Page 373;~~

Thence running South 04° 56' East by said Boyle land one hundred eight (108) feet to an iron;

Thence South 85° 04' West ninety-one and sixty-seven hundredths (91.67) feet to an iron;

Thence South 9° 27' East forty-two and twenty-eight hundredths (42.28) feet to an iron;

Thence South 15° 21' East two hundred forty-three and thirty-eight hundredths (243.38) feet to an iron;

Thence South 15° 08' East two hundred eighty-nine and fifty-four hundredths (289.54) feet to an iron, the last three (3) courses being along the easterly line of Congress Terrace, so-called, which plan is recorded in said Registry of Deeds in Plan Book 14, Page 61;

Thence North 85° 46' East by land of Norman E. Blake, et al, five hundred seventy-four and two tenths (574.2) feet to an iron;

Thence North 01° 36' West by land of the Roman Catholic Bishop of Portland three hundred one and two tenths (301.2) feet to an iron;

Thence North 32° 54' East by said land of the Roman Catholic Bishop of Portland two hundred twenty-one and seventy-five hundredths (221.75) feet to an iron at the southerly side line of Congress Street;

Thence running by said Congress Street North 56° 16' West two hundred twenty-eight and forty-five hundredths (228.45) feet to a point;

Thence by said Congress Street on a curving line with a radius of two hundred eighty-five and twenty-nine hundredths (285.29) feet a distance of ninety-five and one tenth (95.1) feet to an iron;

~~Thence South 10° 04' West ninety-four and seventy-five hundredths (94.75) feet to an iron;~~

Thence South 85° 04' West three hundred sixty-three and ninety-six hundredths (363.96) feet to an iron;

Thence North 04° 56' West one hundred eight (108) feet to an iron on said southerly side of Congress Street;

Thence South 85° 04' West by said Congress Street eighty-five and one tenth (85.1) feet to the iron at the point of beginning.

Also, another certain lot or parcel of land with any buildings and improvements thereon, situated in Portland, County of Cumberland and State of Maine on the southerly side of Congress Street and more particularly bounded and described as follows:



Beginning on the southerly side of Congress Street at an iron located three hundred twenty-three and fifty-five hundredths (323.55) feet westerly by Congress Street from land of Roman Catholic Bishop of Portland and at a corner on said Congress Street of land conveyed by the Trustees u/w/o Mabel S. Davels to Bradley Realty Co, by deed dated March 27, 1959, and recorded in Cumberland County Registry of Deeds in Book 2462 Page 498;

Thence running South 10° 04' West ninety-four and seventy-five hundredths (94.75) feet to an iron;

~~Thence running South 85° 04' West three hundred sixty-three and ninety-six hundredths (363.96) feet to an iron;~~

Thence running North 04° 56' West one hundred eight (108) feet to an iron on said southerly side of Congress Street, said last three courses being by said land conveyed to Bradley Realty Co. as aforesaid;

Thence running North 85° 04' East by Congress Street to a point;

Thence running by said Congress Street on a curving line with a radius of two hundred eighty-five and ninety-nine hundredths (285.99) feet a distance of ninety-seven and forty-three hundredths (97.43) feet to the point of beginning.

Also, another certain lot or parcel of land with any buildings and improvements thereon; situated in Portland, County of Cumberland and State of Maine and more particularly bounded and described as follows:

Being Lots 11, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 as depicted on a plan entitled "Congress Terrace" made for A.H. Chapman Land Co. by W.M. Hicks, C.E., dated April, 1922 and recorded May 11, 1922 in the Cumberland County Registry of Deeds in Plan Book 14, Page 61.

Also, another certain lot or parcel of land with any buildings and improvements thereon, situated in Portland, County of Cumberland and State of Maine, commonly known as Ainsworth Street and being more particularly shown on a plan entitled "Congress Terrace" made for A.H. Chapman Land Co. by W.M. Hicks, C.E., dated April, 1922 and recorded May 11, 1922 in the Cumberland County Registry of Deeds in Plan Book 14, Page 61.

**EXHIBIT B**

["Grantee's Land"]

Parcel 1:

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

Beginning on the Southwesterly side line of Congress Street at the Northerly corner of land conveyed by P.H. & J.M. Brown Company to Martin Curran, Jr., by deed dated May 13, 1902, Book 717, page 129; thence North  $57^{\circ} 10'$  West by the Southwesterly side line of Congress Street two hundred and five (205) feet more or less to the Easterly corner of land formerly of Edward H. Daveis; thence South  $32^{\circ} 50'$  West by said Daveis land two hundred eleven and two tenths (211.1) feet; thence South  $1^{\circ} 41'$  East by said Daveis land three hundred two and one tenth (302.1) feet to an angle in said Daveis land; thence Southeasterly by a line at right angles with the northwesterly side line of Lassell Street, as extended, one hundred ninety (190) feet more or less to said Northwesterly side line of Lassell Street; thence Northeasterly by the Northwesterly side line of Lassell Street, as extended, forty (40) feet more or less to the Westerly side line of said Curran land; thence North  $1^{\circ} 27'$  West by said Curran land two hundred sixty (260) feet more or less to an angle in said Curran line; thence North  $33^{\circ}$  East by said Curran land two hundred nine and eighty-two hundredths (209.82) feet to the point of beginning.

Excepting land described in Notice of Layout and Taking by the State of Maine, Department of Transportation, dated January 18, 1983 and recorded in Book 6110, Page 287.

Parcel 2:

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being a rear portion of Lot #5 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded and described as follows: Beginning at the point formed by the intersection of the division line between lots 4 and 5 on said Plan with the easterly line of land conveyed to Roman Catholic Bishop of Portland by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of Roman Catholic Bishop of Congress Street. Thence continuing by said easterly property line S  $33^{\circ} 04'$  W, 2.48' to an iron marking an angle in said line. Thence S  $0^{\circ} 57' 1/2''$  E, 21.45' to a point on the rear property line of said Lot #5. Thence through said Lot #5 N  $33^{\circ} 04'$  E, 20.97' to the southerly side of said lot #4. Thence by the southerly side of lot #4 N  $60^{\circ} 22'$  W, 12.02' to the point of beginning.

Parcel 3:

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being the rear portion of Lot #4 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded and described as follows:

Beginning at the point formed by the intersection of the division line between Lots 3 and 4 on said plan with the easterly line of land conveyed to Roman Catholic Bishop of Portland by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of Roman Catholic Bishop of Portland at a point that is distant S  $33^{\circ} 04'$  W, 157.33' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line S  $33^{\circ} 04'$  W, 50.09' to the most northwesterly corner of Lot #5 as shown on said plan. Thence by the northerly side of said Lot #5 S  $60^{\circ} 22'$  E, 12.02' to a point. Thence

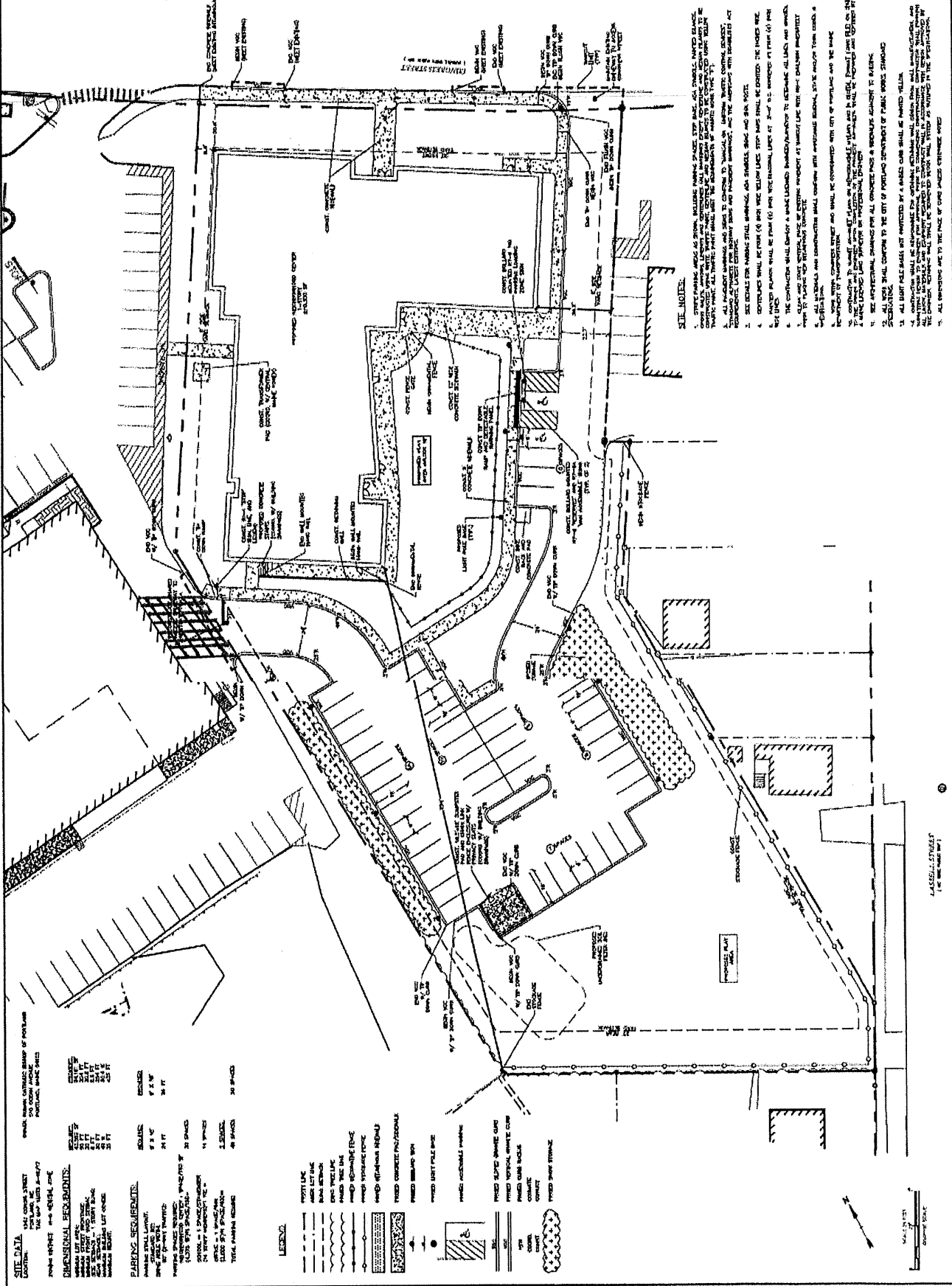
through said Lot #4 N 33° 04' E, 50.09' to the southerly side of Lot #3. Thence by the southerly side of said Lot #3 N 60° 22' W 12.02' to the point of beginning.



**EXHIBIT C**

["Site Plan Depicting Easement Area"]

DATE	NOV 11 2010
SCALE	AS SHOWN
CAD	C-08
PROJECT	JCA
CLIENT	JCA
DESIGNER	T&B
CHECKER	T&B
APPROVER	T&B
DATE	NOV 11 2010
SCALE	AS SHOWN
CAD	C-08
PROJECT	JCA
CLIENT	JCA
DESIGNER	T&B
CHECKER	T&B
APPROVER	T&B



- NOTE:**
1. STREET PARKING SPACES AS SHOWN, INCLUDING PARKING SPACES OFF-BASE, ARE SHOWN, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  5. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  6. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  7. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  8. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  9. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.
  10. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSIONS OF ALL EXISTING PARKING SPACES AND THE CITY OF PORTLAND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING PARKING SPACES THAT ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED DEVELOPMENT.

**SITE DATA**  
 DATE: 11/11/10  
 PROJECT: JCA  
 CLIENT: JCA  
 ADDRESS: 100 COMMERCIAL STREET  
 PORTLAND, ME 04101

**PROPOSED DEVELOPMENT**

TYPE	CONCRETE
FINISH	CONCRETE
FOUNDATION	CONCRETE
ROOF	CONCRETE
WALLS	CONCRETE
FLOORING	CONCRETE
CEILING	CONCRETE
MECHANICAL	CONCRETE
ELECTRICAL	CONCRETE
PLUMBING	CONCRETE
HAZARDOUS WASTE	CONCRETE
ASBESTOS	CONCRETE
LEAD	CONCRETE
PCB	CONCRETE
OTHER	CONCRETE
DATE	NOV 11 2010
SCALE	AS SHOWN
CAD	C-08
PROJECT	JCA
CLIENT	JCA
DESIGNER	T&B
CHECKER	T&B
APPROVER	T&B

**PARKING REQUIREMENTS:**

TYPE	CONCRETE
FINISH	CONCRETE
FOUNDATION	CONCRETE
ROOF	CONCRETE
WALLS	CONCRETE
FLOORING	CONCRETE
CEILING	CONCRETE
MECHANICAL	CONCRETE
ELECTRICAL	CONCRETE
PLUMBING	CONCRETE
HAZARDOUS WASTE	CONCRETE
ASBESTOS	CONCRETE
LEAD	CONCRETE
PCB	CONCRETE
OTHER	CONCRETE
DATE	NOV 11 2010
SCALE	AS SHOWN
CAD	C-08
PROJECT	JCA
CLIENT	JCA
DESIGNER	T&B
CHECKER	T&B
APPROVER	T&B

- LEGEND:**
- PROPERTY LINE
  - EASEMENT
  - CONCRETE
  - ASBESTOS
  - LEAD
  - PCB
  - HAZARDOUS WASTE
  - OTHER
  - DATE: NOV 11 2010
  - SCALE: AS SHOWN
  - CAD: C-08
  - PROJECT: JCA
  - CLIENT: JCA
  - DESIGNER: T&B
  - CHECKER: T&B
  - APPROVER: T&B

NOV 11 2010  
 SCALE: AS SHOWN  
 CAD: C-08  
 PROJECT: JCA  
 CLIENT: JCA  
 DESIGNER: T&B  
 CHECKER: T&B  
 APPROVER: T&B

## **Section 9 Proposed Floor Plan**

### **9.1 First Floor Plan - Date June 24, 2015**



HARRIMAN

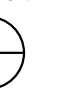
AUBURN PORTLAND MANCHESTER

JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE

PORTLAND, ME

Harriman Project No. 15309

Key Plan Proj North



Issues and Revisions

Mark	Date	Description
-	06-24-15	PLANNING BOARD SUBMISSION

PRELIMINARY NOT FOR CONSTRUCTION

Drawing Scales

1/8" = 1'-0"	-
--------------	---

PA / PE: MDL © 2015 Harriman Associates  
Drawn By: KSA

FIRST FLOOR PLAN

A10.1