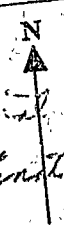


PLOT PLAN 11/3/93 Called for close in on plumbing & framing - stop  
 bathroom has a shower - Handicap shower mat, toilet, plumber & design professional  
 that they have to add shower in handicap or eliminate in stop. (1)  
 11/3/93 design professional should Cunningham called - they will eliminate  
 shower in stop bath - ok to clear (1)  
 11/5/93 - Shower will be allowed - Bathroom w/ shower will be clearly marked  
 "Private" "Dr. Kirsh only" ok per M.S. (1) 11/5/93  
 12/1 - OK for 4/0



FEES (Breakdown From Front)

Base Fee \$ 130 --

Subdivision Fee \$ \_\_\_\_\_

Site Plan Review Fee \$ \_\_\_\_\_

Other Fees \$ \_\_\_\_\_

(Explain) \_\_\_\_\_

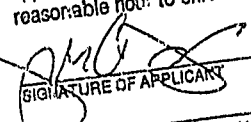
Late Fee \$ \_\_\_\_\_

Inspection Record		Date
WIP (OK)	Type	11 28 1993
All work completed		12 11 1993
Issue C.O.D.		

COMMENTS

CERTIFICATION

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

  
 SIGNATURE OF APPLICANT

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

ADDRESS

PHONE NO.

PHONE NO.

Inspection Services  
Samuel P. Hoffses  
Chief



CITY OF PORTLAND

Planning and Urban Development  
Joseph E. Gray Jr.  
Director

October 20, 1993

RE: 117 Auburn St., Portland

Design Tech  
Box 124A  
Cornish, ME 04020

Dear Sir:

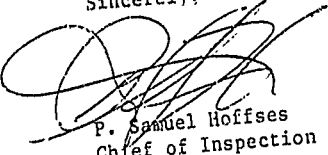
Your application to make interior renovations on 2nd floor has been reviewed and a permit is herewith issued subject to the following requirements:

No Certificate of Occupancy can be issued until all requirements of this letter are met.

1. Minimum width of any corridor or passageway shall be 44 inches in the clear.
2. All exit signs, lights and means of egress lighting shall be done in accordance with Article 8 sections and subsection 822 & 823 of the City's building code. (The BOCA National Building Code)

If you have any questions regarding these requirements, please do not hesitate to contact this office.

Sincerely,

  
P. Samuel Hoffses  
Chief of Inspection Services

/el

cc: LI. Gaylen McDougall, Fire Prevention Bureau

Permit # **930975** City of Portland BUILDING PERMIT APPLICATION Fee \$130 Zone \_\_\_\_\_ Map # \_\_\_\_\_ Lot# \_\_\_\_\_  
 Please fill out any part which applies to job. Proper plans must accompany form.

Owner: James Kirsh; D.O. Phone # 6086 774-0873  
 Address: 616 Forest Ave- Ptd, ME 04101  
 LOCATION OF CONSTRUCTION 117 Auburn St.  
 Contractor: De sign Technol. Sub: 793-6645  
 Address: Box 124A - Cornish, ME Phone # 04020  
 Est. Construction Cost: 22,000 Proposed Use: prof office bldg  
 # of Existing Res. Units \_\_\_\_\_ # of New Res. Units \_\_\_\_\_  
 Building Dimensions L \_\_\_\_\_ W \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_  
 # Stories: \_\_\_\_\_ # Bedrooms \_\_\_\_\_ Lot Size: \_\_\_\_\_  
 Is Proposed Use: Seasonal \_\_\_\_\_ Condominium \_\_\_\_\_ Conversion \_\_\_\_\_  
 Explain Conversion interior renovations - 2nd floor

**For Official Use Only**  
 Date 10/14/93 Subdivision: \_\_\_\_\_  
 Inside Fire Limits \_\_\_\_\_ Name OCT 21 1993  
 Bldg Code \_\_\_\_\_ Lot \_\_\_\_\_  
 Time Limit \_\_\_\_\_ Owner: \_\_\_\_\_  
 Estimated Cost 22,000 Public \_\_\_\_\_ Private \_\_\_\_\_

Foundation:  
 1. Type of Soil: \_\_\_\_\_ Rear \_\_\_\_\_ Side(s) \_\_\_\_\_  
 2. Set Backs - Front \_\_\_\_\_  
 3. Footings Size: \_\_\_\_\_  
 4. Foundation Size: \_\_\_\_\_  
 5. Other \_\_\_\_\_  
 Floor: Owen Pickus, D.O. - prop owner Sills must be anchored.  
 1. Sills Size: \_\_\_\_\_  
 2. Girder Size: \_\_\_\_\_ Size: \_\_\_\_\_  
 3. Lally Column Spacing: \_\_\_\_\_ Spacing 16" O.C.  
 4. Joists Size: \_\_\_\_\_ Size: \_\_\_\_\_  
 5. Bridging Type: \_\_\_\_\_ Size: \_\_\_\_\_  
 6. Floor Sheathing Type: \_\_\_\_\_  
 7. Other Material: \_\_\_\_\_  
 Exterior Walls:  
 1. Studding Size \_\_\_\_\_ Spacing \_\_\_\_\_  
 2. No. windows \_\_\_\_\_  
 3. No. Doors \_\_\_\_\_ Span(s) \_\_\_\_\_  
 4. Header Sizes \_\_\_\_\_  
 5. Bracing: Yes \_\_\_\_\_ No \_\_\_\_\_  
 6. Corner Posts Size \_\_\_\_\_  
 7. Insulation Type \_\_\_\_\_ Size \_\_\_\_\_  
 8. Sheathing Type \_\_\_\_\_ Size \_\_\_\_\_  
 9. Siding Type \_\_\_\_\_ Weather Exposure \_\_\_\_\_  
 10. Masonry Materials \_\_\_\_\_  
 11. Metal Materials \_\_\_\_\_  
 Interior Walls:  
 1. Studding Size \_\_\_\_\_ Spacing \_\_\_\_\_  
 2. Header Sizes \_\_\_\_\_ Span(s) \_\_\_\_\_  
 3. Wall Covering Type \_\_\_\_\_  
 4. Fire Wall if required \_\_\_\_\_  
 5. Other Materials \_\_\_\_\_

Zoning: \_\_\_\_\_  
 Street Frontage Provided: \_\_\_\_\_ Back \_\_\_\_\_ Side \_\_\_\_\_  
 Provided Setbacks: Front \_\_\_\_\_  
 Review Required:  
 Zoning Board Approval: Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_  
 Planning Board Approval: Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_  
 Conditional Use: \_\_\_\_\_ Variance \_\_\_\_\_ Site Plan \_\_\_\_\_ Subdivision \_\_\_\_\_  
 Shoreland Zoning Yes \_\_\_\_\_ No \_\_\_\_\_ Floodplain Yes \_\_\_\_\_ No \_\_\_\_\_  
 Special Exception \_\_\_\_\_  
 Other (Explain) WNA 7-21-15-93 HISTORIC PRESERVATION  
 Ceiling:  
 1. Ceiling Joists Size: \_\_\_\_\_ Spacing \_\_\_\_\_ Does not require review.  
 2. Ceiling Strapping Size: \_\_\_\_\_  
 3. Type Ceilings: \_\_\_\_\_ Size \_\_\_\_\_ Requires Review.  
 4. Insulation Type \_\_\_\_\_  
 5. Ceiling Height: \_\_\_\_\_  
 Roof:  
 1. Trusses or Rafter Size \_\_\_\_\_ Span \_\_\_\_\_ Action: \_\_\_\_\_ Approved.  
 2. Sheathing Type \_\_\_\_\_ Size \_\_\_\_\_  
 3. Roof Covering Type \_\_\_\_\_  
 Chimneys:  
 Type: \_\_\_\_\_ Number of Fire Places \_\_\_\_\_  
 Heating:  
 Type of Heat: \_\_\_\_\_  
 Electrical:  
 Service Entrance Size: \_\_\_\_\_ Smoke Detector Required Yes \_\_\_\_\_ No \_\_\_\_\_  
 Plumbing:  
 1. Approval of soil test if required \_\_\_\_\_  
 2. No. of Tubs or Showers \_\_\_\_\_  
 3. No. of Flushes \_\_\_\_\_  
 4. No. of Lavatories \_\_\_\_\_  
 5. No. of Other Fixtures \_\_\_\_\_  
 Swimming Pools:  
 1. Type: \_\_\_\_\_ Square Footage \_\_\_\_\_  
 2. Pool Size: \_\_\_\_\_  
 3. Must conform to National Electrical Code and State Law.

**PERMIT ISSUED**  
 Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Official: Gerald L. Cunningham  
 CEO's District: \_\_\_\_\_  
 CONTINUED TO REVERSE SIDE  
 Ivory Tag - CEO [Signature]

White - Tax Assessor



**APPLICATION FOR PERMIT**  
 DEPARTMENT OF BUILDING INSPECTIONS SERVICES  
 ELECTRICAL INSTALLATIONS

Date 10/25/93, 19  
 Receipt and Permit number 4476

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:  
 The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of  
 Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:  
 LOCATION OF WORK: 117 Auburn St. (Fallbrook Prof Bldg)  
 OWNER'S NAME: Dr. Owen Pickus ADDRESS: \_\_\_\_\_ FEES

OUTLETS:	Receptacles <u>20</u> Switches <u>8</u> Plugmold _____ ft. TOTAL <u>28</u> .....	5.60
FIXTURES: (number of)	Incandescent <u>4</u> Fluorescent <u>4</u> (not strip) TOTAL <u>8</u> .....	1.60
Strip Fluorescent _____ ft. ....	.....	.....
SERVICES:	Overhead _____ Underground _____ Temporary _____ TOTAL amperes _____ .....	.....
METERS: (number of) _____ .....	.....	.....
MOTORS: (number of)	Fractional _____ .....	.....
1 HP or over _____ .....	.....	.....
RESIDENTIAL HEATING:	Oil or Gas (number of units) _____ .....	.....
Electric (number of rooms) _____ .....	.....	.....
COMMERCIAL OR INDUSTRIAL HEATING:	Oil or Gas (by a main boiler) _____ .....	.....
Oil or Gas (by separate units) _____ .....	.....	.....
Electric Under 20 kws _____ Over 20 kws _____ .....	.....	.....
APPLIANCES: (number of)	Ranges _____ Water Heaters _____ .....	.....
Cook Tops _____ Disposals _____ .....	.....	.....
Wall Ovens _____ Dishwashers _____ .....	.....	.....
Dryers _____ Compactors _____ .....	.....	.....
Fans _____ Others (denote) _____ .....	.....	.....
TOTAL _____ .....	.....	4.00
MISCELLANEOUS: (number of)	Branch Panels <u>1</u> .....	.....
Transformers _____ .....	.....	.....
Air Conditioners Central Unit _____ .....	.....	.....
Separate Units (windows) _____ .....	.....	.....
Signs 20 sq. ft. and under _____ .....	.....	.....
Over 20 sq. ft. _____ .....	.....	.....
Swimming Pools Above Ground _____ .....	.....	.....
In Ground _____ .....	.....	.....
Fire/Burglar Alarms Residential _____ .....	.....	.....
Commercial _____ .....	.....	.....
Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____ .....	.....	.....
over 30 amps _____ .....	.....	.....
Circus, Fairs, etc. _____ .....	.....	.....
Alterations to wires _____ .....	.....	.....
Repairs after fire _____ .....	.....	.....
Emergency Lights, battery _____ .....	.....	.....
Emergency Generators _____ .....	.....	.....

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT ..... INSTALLATION FEE DUE:  
 FOR REMOVAL OF A "STOP ORDER" (304-16.b) ..... DOUBLE FEE DUE:  
 TOTAL AMOUNT DUE: 15.00 minimum fee

INSPECTION: Will be ready on \_\_\_\_\_, 19\_\_; or Will Call  \_\_\_\_\_  
 CONTRACTOR'S NAME: Arctic Aire Co  
 ADDRESS: 237 Pope Rd - Windham  
 TEL.: 892-6302  
 MASTER LICENSE NO.: Vincent Ferguson SIGNATURE OF CONTRACTOR: [Signature]  
 LICENSE NO.: #04476

INSPECTOR'S COPY — WHITE  
 OFFICE COPY — CANARY  
 CONTRACTOR'S COPY — GREEN



**City of Portland, Maine - Building or Use Permit Application** 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 117 Auburn St		Owner: Pickus, Owen	Phone:	Permit No: <b>060796</b>
Owner Address:		Leasee/Buyer's Name: Mercy Hospital	Phone:	Business Name:
Contractor Name: Allied Construction		Address: P.O. Box 1396 Portland, ME 04104		Phone: 772-2888
Past Use: Medical Office	Proposed Use: Same	COST OF WORK: \$ <del>XXXXX</del> 65,000.00	PERMIT FEE: \$ 345.00	<b>PERMIT ISSUED</b> <b>AUG 13 1996</b> <b>CITY OF PORTLAND</b> Zone: <u>B-2</u> UCL: 375-C-099 Zoning Approval: <i>[Signature]</i> 8/12/96 Special Zoning or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> major <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>
Proposed Project Description: Make Interior Renovations -- 1st fl/left 2nd fl		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
		Signature: <i>[Signature]</i>	Signature:	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		
Permit Taken By: Mary Gresik	Date Applied For: 09 August 1996			

- This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

2 - 30YC      414/30-3078  
 415/30-3079

**PERMIT ISSUED WITH REQUIREMENTS**

**PERMIT ISSUED WITH REQUIREMENTS**

**CERTIFICATION**

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

*[Signature]*  
 SIGNATURE OF APPLICANT: Denis Landry      ADDRESS:      DATE: 9 August 1996      PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 White-Permit Desk   Green-Assessor's   Canary-D.P.W.   Pink-Permit File   Ivory Card-Inspector

**Zoning Appeal**

Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

**Historic Preservation**

Not in District or Landmark  
 Does Not Require Review  
 Requires Review

Action:

Approved  
 Approved with Conditions  
 Denied

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

CEO DISTRICT **7**  
*D. Jordan*

# ELECTRICAL PERMIT

## City of Portland, Me.

8/30/96



To the Chief Electrical Inspector, Portland Maine:  
 The undersigned hereby applies for a permit to make electrical installations  
 in accordance with the laws of Maine, the City of Portland Electrical Ordinance,  
 National Electrical code and the following specification:

Date 8/27/96

LOCATION: 117 Auburn Street

Permit # 9171

OWNER Mercy Hospital

ADDRESS \_\_\_\_\_

						TOTAL EACH FEE		
OUTLETS	20	Receptacles (number of)	6	Switches	Smoke Detector	26	.20	5.20
FIXTURES		incandescent	12	fluorescent		12	.20	2.40
		fluorescent strip					.20	
SERVICES		Overhead			TTL AMP STO - 800		15.00	
		Underground				800	15.00	
TEMPORARY SERV.		Overhead			AMPS OVER	800	25.00	
		Underground				800	25.00	
METERS		(number of)					1.00	
MOTORS		(number of)					2.00	
RESID/COM		Electric units					1.00	
HEATING		oil/gas units					5.00	
APPLIANCES		Ranges		Cook Tops	Wall Ovens		2.00	
		Water heaters		Fans	Dryers		2.00	
Disposals		Dishwasher		Compactors	Others (denote)		2.00	
MISC. (number of)		Air Cond/win					3.00	
		Air Cond/cent					10.00	
		Signs					5.00	
		Pools					10.00	
		Alarms/res					5.00	
		Alarms/com					15.00	
		Heavy Duty					2.00	
		Outlets						
		Circus/Carriv					25.00	
		Alterations					5.00	
		Fire Repair/s					15.00	
		E Lights					1.00	
		E Generators					20.00	
		Panels					4.00	
TRANSFORMER		0-25 Kva					5.00	
		25-200 Kva					8.00	
		Over 200 Kva					10.00	
					TOTAL AMOUNT DUE			
					MINIMUM FEE	25.00		25.00
					MINIMUM FEE/COMMERCIAL	35.00		

INSPECTION: Will be ready \_\_\_\_\_ or will call XX

CONTRACTORS NAME Bay Electric Co./Don Mailman

ADDRESS P. O. Box 6316, Cape Elizabeth ME 04107

TELEPHONE 799-0350

MASTER LICENSE No. 9171

LIMITED LICENSE No. \_\_\_\_\_

SIGNATURE OF CONTRACTOR

*Don O. Mailman*





City of Portland, Maine - Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703 FAX: 874-8716

Location of Construction: 117 Auburn St		Owner: Pickus, Owen	Phone:	Permit No: <b>960790</b>
Leasee/Buyer's Name: Narcy Hospital		Address: P.O. Box 1396 Portland, ME 04104	Phone: 772-2888	Business Name:
Proposed Use: Same		COST OF WORK: \$ <del>322,000.00</del> 65,000.00	PERMIT FEE: 345.00	<b>PERMIT ISSUED</b> Permit Issued: <b>AUG 13 1996</b> <b>CITY OF PORTLAND</b>
Project Description: Make Interior Renovations - 1st fl/1st & 2nd fl		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>		Zone: <b>CBL: 375-2-039</b>
Date Applied For: <b>09 August 1996</b>		PEDESTRIAN ACTIVITY DISTRICT (P.U.D.)		Zoning Approval: <i>[Signature]</i> <b>8/12/96</b>
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		Signature: _____ Date: _____		Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input checked="" type="checkbox"/> major <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>

This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

2 - 30YC 414/30-3078  
415/30-3079

**PERMIT ISSUED WITH REQUIREMENTS**  
**PERMIT ISSUED WITH REQUIREMENTS**

**CERTIFICATION**

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

*[Signature]*

5 August 1996

SIGNATURE OF APPLICANT: **Donna Landry** ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Grey Card-Inspector

- Zoning Appeal**
- Variance
  - Miscellaneous
  - Conditional Use
  - Interpretation
  - Approved
  - Denied

- Historic Preservation**
- Not in District or Landmark
  - Does Not Require Review
  - Requires Review

- Action:**
- Approved
  - Approved with Conditions
  - Denied

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

CEO DISTRICT **7**  
*[Signature]*

COMMENTS

3/17/98 Completed - Above

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
_____	_____

### BUILDING PERMIT REPORT

DATE: 12 Aug 96 ADDRESS: 117 Auburn ST

REASON FOR PERMIT: To MAKE interior renovations

BUILDING OWNER: Owen Pickus

CONTRACTOR: Applied Coors T.

PERMIT APPLICANT: " " ~~AREA:~~ \*14\*15\*16\*17\*18\*20

#### CONDITION OF APPROVAL

1. Before concrete for foundation is placed, approvals from the Development Review coordinator and Inspection Services must be obtained. (A24 hour notice is required prior to inspection)
2. Precaution must be taken to protect concrete from freezing.
3. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
4. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 section 407.0 of the BOCA/1996)
5. Guardrail & Handrails-A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A,B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect.
6. Headroom in habitable space is a minimum of 7'6".
7. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise.
8. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
9. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue, they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue

windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. feet.

10. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
11. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with selfclosers.
12. The boiler shall be protected by enclosing with on (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
13. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's building code Chapter 9, Section 19, 919.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
  1. In the immediate vicinity of bedrooms
  2. In all bedrooms
  3. In each story within a swelling unit, including basementsIn addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)
- \*14. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
- \*15. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- \*16. The Sprinkler System shall maintained to NFPA #13 Standard.
- \*17. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. of the City's building code. (The BOCA National Building Code/1996)
- \*18. All construction and demolition debris must be disposed at the City's authorized reclamation site. The fee rate is attached. Proof of such disposal must be furnished to the office of Inspection Services before final Certificate of Occupancy is issued or demolition permit is granted.
19. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- \*20. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act, Title 5 MRSA refers, shall obtain a certification from a design professional that the plans of the facility meet the standards of construction required by this section. Prior to commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
21. This permit does not excuse the applicant from obtaining any license which may be needed from the City Clerk's Office.

  
P. Samuel Hoffas, Chief of Inspection Services

C.C. LT. McDougall PFD.



**shaw's**

SHAW'S SUPERMARKETS, INC., NORTHERN DIVISION  
P.O. BOX 3566 • PORTLAND • MAINE 04104

#4  
**COPY**

January 30, 1986

Mr. Gregory K. Johnson  
Architect  
519 Congress Street  
Portland, Maine 04101

RE: Fall Brook Professional Building for  
M.C. Hothem at North Gate Shopping Center

Dear Greg:

I have reviewed your letter and plan submission of January 24, 1986 as well as the Option Agreement between Shaw's Realty Co. and M.C. Hothem.

In my opinion the 50 ft. right of way from Auburn Street for access to the lot and parking does not require the Optionee to use the easement for parking and if the easement is not used for parking or access then may be left undeveloped which would suggest unpaved or landscaped areas. Except for the portion of the easement associated with the Shopping Center entrance to Auburn Street utilizing a portion of the easement for landscaping is not inconsistent with our intent.

In regard to the additional parking that the City has suggested, I would suggest that we insert a new sentence in paragraph 6 on page 2, five lines from the bottom of the page "Optionee shall have the non exclusive right to provide for additional parking in the area on Exhibit A and outlined in orange." The intent of the new sentence would allow for so called overflow parking in the non exclusive parking area for the medical building but may also be used by the patrons of the Shopping Center should sometime in the future that be necessary. This new language is conditional upon Dr. Hothem agreeing to pay for the cost associated with the construction of the new island, the restoration of the parking area and the stripping associated with the new parking area. You in designing this additional parking area are certifying to Shaw's that the new island will not disrupt the parking lot storm water drainage flow and be specified for construction in accordance with "high standards of development".

OFFICES: MALL PLAZA, 220 MAINE MALL ROAD, SOUTH PORTLAND, MAINE (207-773-0211)  
A Division of Shaw's Supermarkets, Inc., East Bridgewater, Mass.

Mr. Gregory K. Johnson  
January 30, 1986  
Page 2

If you and Dr. Hother agree with these modifications, I would ask that you telephone me and I will review same with Shaw's Attorney John Sullivan.

Sincerely,

SHAW'S REALTY CO.

*Jack*  
Jack C. Thornton, Jr.  
Vice President

JCT:bp

cc: John L. Sullivan, Esquire

OPTIONOR shall execute and deliver to OPTIONEE, against payment of the purchase price, a Quit Claim Deed to the Premises hereinafter referred to as the "DEED", in the usual form according to Maine practice subject to the title exception set forth in 5.2 above.

Adjustments, Prorations and Closing Costs.

i. Real estate taxes and assessments shall be prorated as of the Closing on the basis of the latest tax bill.

ii. The Maine real estate transfer tax shall be paid for by OPTIONOR, except if Closing occurs after the thirty day closing period, then such tax shall be shared by OPTIONOR and OPTIONEE.

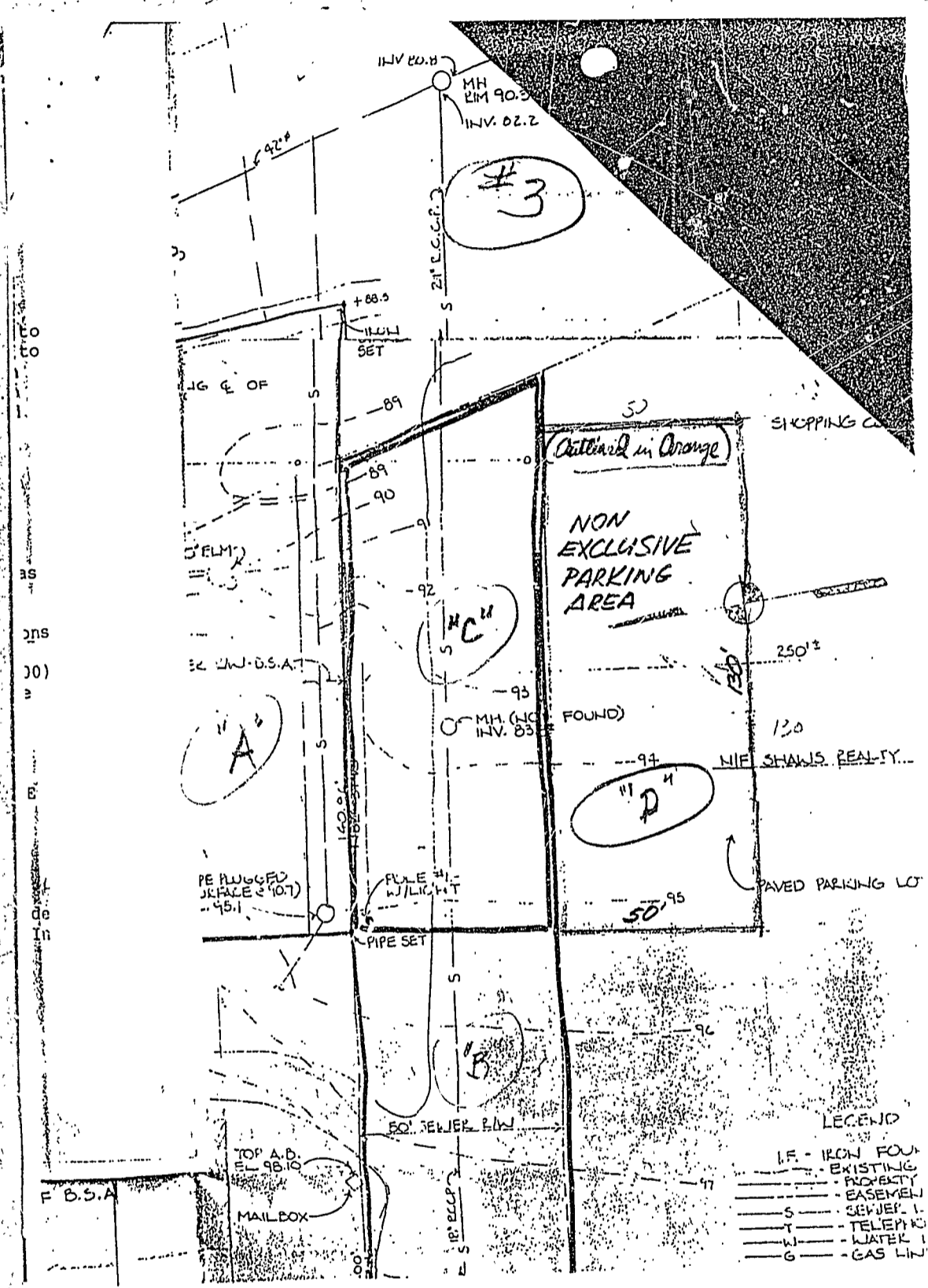
iii. The recording fee for the DEED and any mortgages which OPTIONEE may grant to any lender in connection with the purchase price of the PREMISES shall be paid for by OPTIONEE.

5.5 Possession. OPTIONOR shall deliver possession of the PREMISES to OPTIONEE at the closing, free of all leases, tenancies or occupancies by any person.

5.6 Default; Remedies. In the event the OPTIONEE fails to close hereunder for a reason other than the default of OPTIONOR, OPTIONOR shall retain the OPTION CONSIDERATION, if any, as full and complete liquidated damages in lieu of any other legal or equitable remedy.

6. EASEMENT. This conveyance is conditional upon OPTIONOR granting to OPTIONEE the right to use the Entrance Way located on the Shopping Center as shown on Exhibit A, more specifically outlined in green, attached hereto and made a part hereof for purposes of ingress and egress to the PREMISES from Auburn Street and the Shopping Center for pedestrian and vehicular traffic. In addition OPTIONOR grants to OPTIONEE an easement for the purpose of installing utilities in the northerly ten (10') feet of said Entrance Way running easterly from Auburn Street, provided however any such installation and use of utilities shall not interfere with pedestrian and/or vehicle traffic in the Entrance Way and OPTIONEE covenants and agrees not to install any utilities that interfere with such pedestrian and/or vehicle traffic in the Entrance Way. In addition, OPTIONOR grants to OPTIONEE an easement for the purpose of providing additional parking in support of the Medical Office Building. Said parking shall be limited to an area of the Shopping Center, more specifically outlined in Blue on Exhibit A attached hereto and made a part hereof. OPTIONOR and OPTIONEE agree that the foregoing easements shall run with the land, shall be in effect for the maximum period allowed by law; and shall be incorporated into the DEED. OPTIONEE covenants and agrees that OPTIONOR may change and alter said

2. *OPTIONEE shall have the non-exclusive right to provide for additional parking in the area in the Exp. A and outlined in orange.*





November 4, 1985

COPY

Shaw's Realty Co.  
P.O. Box 3566  
Portland, ME 04104

Attn. Jack C. Thornton, Jr.

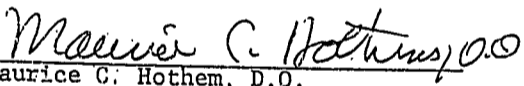
Re: Real Estate Option Agreement of 5/14/85

Gentlemen:

Please be notified that I hereby want to extend my option to purchase the property at the northerly end of your North Gate Shopping Center off Auburn Street, in Portland, under our Option Agreement, dated May 14, 1985, for an additional six (6) month period to May 14, 1986.

Enclosed herewith is my check for \$1,000.00 for the additional OPTION CONSIDERATION as called for under Paragraph 2 of the Option Agreement.

Signed:

  
Maurice C. Hothem, D.O.  
327 Allen Ave.  
Portland, ME 04103

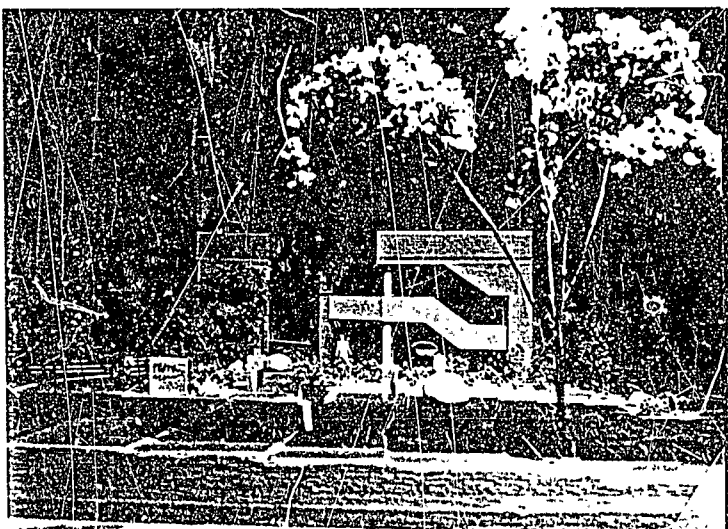
cc: John L. Sullivan, Esq.  
James E. Gagan, Esq.

CERTIFIED MAIL  
Return Receipt Requested

RECEIVED

MAR 12 1986

DEPT OF BUILDING INSPECTIONS  
CITY OF PORTLAND



RECEIVED

MAR 12 1986

DEPT OF BUILDING INSPECTIONS  
CITY OF PORTLAND

**CITY OF PORTLAND, MAINE  
SITE PLAN REVIEW  
Processing Form**

March 12, 1986  
Date

Applicant: Nothen  
327 Allen Avenue, Portland, 04103

117 Auburn Street  
Address of Proposed Site

Professional Office Building  
Proposed Use of Site

315-0-1  
Site Identifier(s) from Assessors Maps

10,710 / 4,857  
Acreage of Site / Ground Floor Coverage

P-1  
Zoning of Proposed Site

Site Location Review (DEP) Required: ( ) Yes (  ) No  
Board of Appeals Action Required: ( ) Yes (  ) No  
Planning Board Action Required: ( ) Yes (  ) No

Proposed Number of Floors 2  
Total Floor Area 9,900 sq. ft.

Other Comments: \_\_\_\_\_

Date Dept. Review Due: \_\_\_\_\_

**PUBLIC WORKS DEPARTMENT REVIEW**

(Date Received) \_\_\_\_\_

	TRAFFIC CIRCULATION	ACCESS	CURB CUTS	ROAD WIDTH	PARKING	SIGNALIZATION	TURNING MOVEMENTS	LIGHTING	CONFLICT WITH CITY CONSTRUCTION PROJECT	DRAINAGE	SOIL TYPES	SEWERS	CURBING	SIDEWALKS	OTHER
APPROVED	/	/	/	/	/	-	/	/	/	/	/	/	-	-	
APPROVED CONDITIONALLY															/
DISAPPROVED															

CONDITIC SPECIFIC BELOW

REASONS SPECIFIC BELOW

REASONS: 1) A sewer connection permit shall be obtained prior to  
connecting the building to the city sewer  
2) No permanent structures of any kind shall be  
built within 11 city sewer right-of-ways.

(Attach Separate Sheet if Necessary)

[Signature]  
SIGNATURE OF REVIEWING STAFF/DATE

PUBLIC WORKS DEPARTMENT COPY

**CITY OF PORTLAND, MAINE**  
ZONING BOARD OF APPEALS



MERRILL S. SELTZER  
Chairman

JACQUELINE COHEN  
Secretary

ROBERT J. GAUDREAU  
THOMAS F. JEWELL  
EUGENE S. MARTIN  
DAVID L. SILVERNAIL  
MICHAEL E. WESTORT

March 4, 1986

Re: Rear 125 Auburn Street

Mr. James E. Gagan  
846 Main Street  
Westbrook, Maine 04092

Dear Mr. Gagan:

At the February 27th meeting of the Board of Appeals, the Board voted by a vote of 4 to 1 to grant approval to the variance request on behalf of Dr. Maurice C. Hothem for access via a right-of-way to Auburn Street for a proposed professional office building to the rear of the Headquarters for Pine Tree Council, Boy Scouts of America. This is an exception to Section 14-403 of the Zoning Ordinance.

It is understood that a parking arrangement has also been made with Shaw's Realty for use of a portion of their parking lot by patients and visitors to Dr. Hothem's medical office building.

The next step in the process will be site plan review of the site plan for a minor development. Four copies of the site plan prepared by a registered land surveyor will be required. The fee for site plan review of a minor development is \$300.00. It takes from 10 days to two weeks to complete site plan review.

Sincerely,

Warren J. Turner  
Zoning Specialist

WJT/el

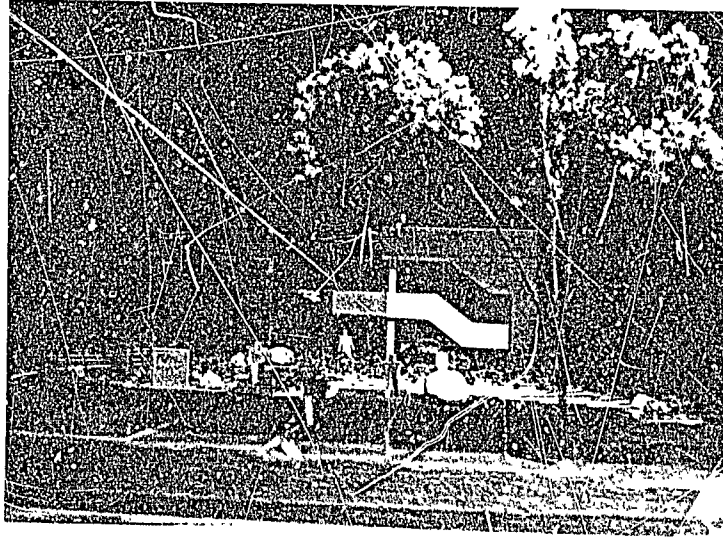
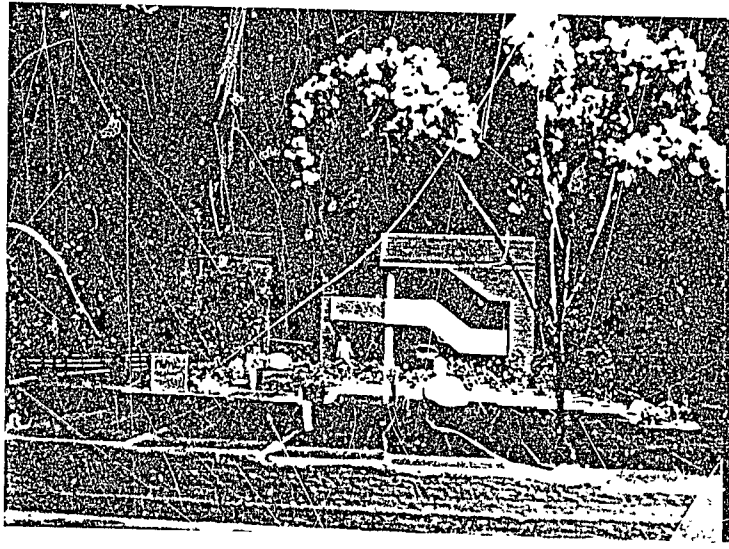
Enclos\_re: Decision

cc: Merrill Seltzer, Chairman, Board of Appeals  
Joseph E. Gray, Jr., Director of Planning and Urban Development  
Alexander J. Bergerman, Chief Planner  
P. Samuel Hoffses, Chief of Inspection Services

RECEIVED

MAR 12 1966

DEPT OF BUILDINGS  
CITY OF PORTLAND



# GAGAN & DESMOND

Attorneys at Law

846 Main Street

P. O. Box 336

Westbrook, Maine 04092

James E. Gagan  
Daniel J. Desmond

Area Code 207  
Telephone 854-9761

March 26, 1986

Mr. Gregory K. Johnson  
Architect  
519 Congress St.  
Portland, ME 04101

Re: Dr. M.C. Hothem's Medical Building Project  
Northgate Shopping Center/125 Rear Auburn St.

Dear Mr. Johnson:

This is in response to your telephone call as to the Portland Planning Board staff's request for some documentation relative to Dr. Hothem's legal interest as to his ownership or right to the use of the land for his proposed medical building including the entrance access from Auburn Street and its adjoining auto parking for the patients and visitors as per your site plan.

The following is a resume' of that documentation as per the enclosed copies of same.

Dr. Hothem first obtained a six (6) months Option to purchase the property, dated 5/14/85 from Shaw's Realty Co. who owns the Northgate Shopping Center and the Option has been extended for an additional six (6) months period to May 14, 1986. Enclosed herewith (marked #1 & #2) are copies of the Option Agreement and the notice of extension dated 11/4/85. For explanatory purposes, I have labeled the parcels covered by the Option as lots "A", "B" and "C" on the attached plot plan (marked #2).

Parcel "A" is the basic parcel of land for the construction of the medical building, Parcel "B" is the 50 ft. wide easement area for the driveway access to the building from Auburn Street, as per the variance granted by the Board of Zoning Appeals on 2/27/86, and Parcel "C" is the easement area to provide parking for the adjoining medical building.

In developing your architectural site plan for the project, you must appropriately provide for handicapped parking in Parcel "C" along with a brick paved walkway and some plantings, along with additional parking spaces around a proposed new parking island on Parcel "D" as shown on the attached plot plan (marked #3).

RECEIVED

APR - 9 1986

DEPT. OF BUILDING INSPECTIONS  
CITY OF PORTLAND.

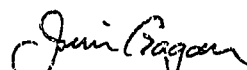
Mr. Gregory K. Johnson  
Re: Dr. M.C. Hothem's Medical Building Project  
Page 2

As you will recall, you brought this supplemental change in plans to the attention of Mr. Jack Thornton of Shaw's Realty Co. and as per his reply letter to you of 1/30/86, copy enclosed (marked #4) it certainly has been agreed that Dr. Hothem's Option rights are to include the right to have his building's walkway and plantings in Parcel "C" and also to provide for additional parking spaces for his patients et al in Parcel "D" as part of his construction project.

Incidentally, in Warren Turner's letter to me of 3/4/86 relative to the Board of Appeals approval of the access variance, he mentioned our understanding that a parking arrangement had been made with Shaw's Realty for use of a portion of their parking lot by patients and visitors to Dr. Hothem's medical office building, so I am sending him a copy of this letter and enclosed documentation to confirm that arrangement.

I trust this information puts Dr. Hothem's medical building project in proper scope for the City's site plan review, but if there are any questions in this regard, please let me know.

Sincerely,

  
James E. Gagan

JEG/gma  
Enc.

cc: Mr. Warren J. Turner  
Dr. Maurice C. Hothem  
Mr. Jack C. Thornton, Jr.  
John L. Sullivan, Esq.

OPTION AGREEMENT

AGREEMENT made as of this 19th day of May, 1955, by and between Chaw's Realty Co., hereinafter referred to as "OPTIONOR" and M. C. HOTHEN, D.O., 327 ALLEN AVENUE, PORTLAND, MAINE 04103, HEREINAFTER REFERRED TO AS "OPTIONEE".

WITNESSETH:

In consideration of One Thousand Dollars (\$1,000.00), hereinafter referred to as the "OPTION CONSIDERATION," the receipt of which is hereby acknowledged by OPTIONOR, and the mutual covenants and promises hereinafter set forth, OPTIONOR and OPTIONEE agree as follows:

- 1. GRANT OF OPTION.** OPTIONOR hereby grants to OPTIONEE, or his nominee, the exclusive and irrevocable option to purchase, on the terms and conditions contained in this AGREEMENT, As Is, a certain Parcel of land situated in Portland, Maine, adjacent and contiguous to the extreme northerly end of the North Gate Shopping Center, Auburn Street, Portland, Maine (the "SHOPPING CENTER"), all as more particularly shown and outlined in red on a plan attached hereto as Exhibit A; said Parcel hereinafter referred to as the "PREMISES".
- 2. TERM.** This option shall be for a period of six (6) months from the date of this agreement. This option may be extended for up to six (6) months upon payment, as additional OPTION CONSIDERATION, of One Thousand Dollars (\$1,000.00) not less than seven (7) days in advance of the then current expiration date, along with written notice of OPTIONEE'S intent to extend the option.
- 3. NOTICE OF EXERCISE.** This option may be exercised only by OPTIONEE giving written notice of election to purchase the PREMISES to OPTIONOR by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to OPTIONOR at the addresses set forth in Paragraph 9 below, or to such other addresses as OPTIONOR may designate to OPTIONEE in writing. Said notice shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein.
- 4. FAILURE TO EXERCISE.** In the event that OPTIONEE fails to exercise this option, the OPTION CONSIDERATION shall be retained by OPTIONOR and neither OPTIONOR or OPTIONEE shall have any further rights or claims against the other.
- 5. EXERCISE.** In the event that OPTIONEE exercises this option as provided here, the following provisions shall be applicable:
- 5.1 Purchase Price.** Subject to any adjustments and prorations hereinafter described, the purchase price for the PREMISES shall be Fifty Five Thousand Eight Hundred Dollars (\$55,800.00) which shall be paid by cash or certified or bank check on the closing date upon delivery and recording of the deed in accordance with this agreement, less a credit for the CONSIDERATION referred to above.
- 5.2 Title.** OPTIONOR shall convey the PREMISES to OPTIONEE at the closing in fee simple with good and marketable title, free and clear of all liens and encumbrances except for easements and encumbrances which do not adversely affect the value of the premises. OPTIONEE shall cause the title to be examined within five (5) months of the date hereof, but no later than the date of the exercise of this option and provide OPTIONOR with a copy of said title report to the PREMISES. In the event that OPTIONOR'S title does not enable OPTIONOR to convey title as aforesaid OPTIONOR shall be given notice

COPY

Parcel  
4



thereof by OPTIONEE and OPTIONOR shall have a reasonable time to attempt to remedy any title defects other than obligations to pay money which OPTIONOR may remedy by payment at the closing from the proceeds. OPTIONOR shall keep OPTIONEE advised as to the status of the effort to remedy. In the event that said defects cannot be corrected or remedied despite OPTIONOR'S efforts to do so, then (1) the OPTION CONSIDERATION shall be returned to OPTIONEE and neither OPTIONOR nor OPTIONEE shall be under any further obligation to the other or (2) OPTIONEE may elect to close notwithstanding such defects as may exist and take title subject to such defects at no reduction in the Purchase Price.

5.3 Closing. The closing shall take place thirty (30) days after the date this option is exercised, at a time and on a date set by OPTIONEE and OPTIONOR, at the offices of Verrill & Dana, Two Canal Plaza, Portland, Maine 04112. At the closing, OPTIONOR shall execute and deliver to OPTIONEE, against payment of the balance of the purchase price, a Quit Claim Deed to the PREMISES, hereinafter referred to as the "DEED", in the usual form according to Maine practice subject to the title exception referred to in 5.2 above.

5.4 Adjustments, Prorations and Closing Costs.

i. Real estate taxes and assessments shall be prorated as of the Closing on the basis of the latest tax bill.

ii. The Maine real estate transfer tax shall be paid for by OPTIONOR, except if Closing occurs after the thirty day closing period, then such tax shall be shared by OPTIONOR and OPTIONEE.

iii. The recording fee for the DEED and any mortgages which OPTIONEE may grant to any lender in connection with the purchase price of the PREMISES shall be paid for by OPTIONEE.

5.5 Possession. OPTIONOR shall deliver possession of the PREMISES to OPTIONEE at the closing, free of all leases, tenancies or occupancies by any person.

5.6 Default; Remedies. In the event the OPTIONEE fails to close hereunder for a reason other than the default of OPTIONOR, OPTIONOR shall retain the OPTION CONSIDERATION, if any, as full and complete liquidated damages in lieu of any other legal or equitable remedy.

6. EASEMENT. This conveyance is conditional upon OPTIONOR granting to OPTIONEE the right to use the Entrance Way located on the Shopping Center as shown on Exhibit A, more specifically outlined in green, attached hereto and made a part hereof for purposes of ingress and egress to the PREMISES from Auburn Street and the Shopping Center for pedestrian and vehicular traffic. In addition OPTIONOR grants to OPTIONEE an easement for the purpose of installing utilities in the northerly ten (10') feet of said Entrance Way running easterly from Auburn Street, provided however any such installation and use of utilities shall not interfere with pedestrian and/or vehicle traffic in the Entrance Way and OPTIONEE covenants and agrees not to install any utilities that interfere with such pedestrian and/or vehicle traffic in the Entrance Way. In addition, OPTIONOR grants to OPTIONEE an easement for the purpose of providing additional parking in support of the Medical Office Building. Said parking shall be limited to an area of the Shopping Center, more specifically outlined in blue on Exhibit A attached hereto and made a part hereof. OPTIONOR and OPTIONEE agree that the foregoing easements shall run with the land, shall be in effect for the maximum period allowed by law, and shall be incorporated into the DEED. OPTIONEE covenants and agrees that OPTIONOR may change and alter said

Parcel  
← B

Parcel  
← C

Entrance Way in said Shopping Center so long as OPTIONOR does not unreasonably interfere with OPTIONEE'S access to said PREMISES, provided however that the Entrance Way shall not be voluntarily relocated. In the event said Entrance Way is required to be relocated by the appropriate governmental authority, said Entrance Way shall be located as close to the PREMISES as reasonably possible as to provide reasonable access to the PREMISES. The right-of-way and easements hereby established shall be for the benefit of and restricted solely to owners from time to time of said PREMISES and said Shopping Center and their tenants and to any other parties granted or allowed rights of way and easements by Shaw's Realty Co., its successors and assigns.

7. **ACCESS.** OPTIONOR authorizes OPTIONEE or his representatives to enter the PREMISES during the option period for the purposes of inspection, surveying, soil analysis, or any other governmental requirement with respect to site approval, provided said PREMISES shall not be damaged or left in a disorderly or unsightly condition from such access. All costs associated with such access shall be the sole responsibility of OPTIONEE and OPTIONEE covenants and agrees to indemnify and hold harmless OPTIONOR from all claims, damages and liabilities associated with such access, including OPTIONOR'S reasonable attorney fees. This clause shall survive closing. In the event subdivision approval for said PREMISES is required, OPTIONOR shall obtain such at its own expense. OPTIONEE recognizes that any subdivision approval may delay closing a reasonable time.
8. **BROKERAGE.** OPTIONEE and OPTIONOR each represent, warrant and covenant that there are no real estate brokers involved in the transaction and consequently no broker's commission is due as a result thereof.
9. **MISCELLANEOUS.**

9.1 **Time.** Time is of the essence hereof.

9.2 **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows;

TO OPTIONOR:

Shaw's Realty Co.  
P. O. Box 3566  
Portland, Maine 04104  
ATTN: Jack C. Thornton, Jr.

TO OPTIONEE:

M. C. C. Hotham, D.O.  
327 Allen Avenue  
Portland, Maine 04103

Either party may change its addresses for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

9.3 **Entire Agreement.** This AGREEMENT constitutes the entire agreement between OPTIONOR and OPTIONEE and there are no agreements, understandings, warranties, or representations between the parties except as set forth herein.

9.4 **Binding Effect.** This AGREEMENT will inure to the benefit of, and bind, each of the parties and the respective successors and assigns of OPTIONOR and OPTIONEE, provided however, this AGREEMENT shall not be assigned by OPTIONEE without OPTIONOR'S prior written consent.

9.5 Construction. As used in this AGREEMENT, the singular shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This AGREEMENT shall be governed by and construed in accordance with the laws of Maine. If any provision of this AGREEMENT is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

9.6 No Recording. OPTIONOR and OPTIONEE covenant and agree that this Option Agreement shall not be recorded in the Registry of Deeds.

9.7 Conditions Affecting Premises. It is the intent of the OPTIONEE and OPTIONOR that the Premises shall be subject to certain restrictions and conditions designed to encourage a broad range of diverse retail and service facilities and to enhance the overall commercial potential and vitality of the North Gate Shopping area. OPTIONEE intends to develop the Premises as a Medical Care Office building and OPTIONOR will assist, as reasonably requested, in obtaining necessary local governmental approvals for such a use. Said DEED shall contain a clause with regard to the following restrictions and conditions as covenants running with the land and which restrictions and conditions are as follows:

A. The PREMISES shall not be used for the operation of a supermarket, convenience food store, dairy store, nor for the sale of bakery products, fresh fruit and vegetables, fresh meat, delicatessens, frozen foods, including desserts, milk or other food products customarily sold for consumption off premises,

B. No business similar in product or services offered by the Tenants of the Shaw's North Gate Shopping Center shall be allowed on the PREMISES, without the prior written consent of OPTIONOR.

C. In the event OPTIONEE desires to sell the Premises in whole or in part, with or without improvements thereon, OPTIONEE shall give written notice to OPTIONOR of the terms and conditions of all offers for same from third parties which it intends to accept, OPTIONOR shall have the right of first refusal for thirty (30) days from the receipt of said notice to purchase same from OPTIONEE at the price offered and upon the terms and conditions specified in such offer from third parties. Moreover, this right of first refusal shall not apply to leases without option to purchase of all or part of the PREMISES nor improvements thereon, nor to sales to third parties in whom OPTIONEE or its nominees, successors or assigns maintain an ownership interest, or mergers, consolidations, reorganizations, mortgages, or sales by mortgagees who foreclose or take a deed in lieu of foreclosure, or sales by their successors and assigns.

IN WITNESS WHEREOF, OPTIONOR and OPTIONEE have executed this AGREEMENT as of the date first above written.

WITNESSETH:

OPTIONEE:

Laura B. Bridges

M. C. ROTHEN, D.O.

John L. Sullivan

Jack C. Thornton, Jr.  
Jack C. Thornton, Jr., duly  
Authorized Vice President of  
Shaw's Realty Co.





**Shaw's**

SHAW'S SUPERMARKETS, INC., NORTHERN DIVISION  
P.O. BOX 3566 • PORTLAND • MAINE 04104

#4  
COPY

January 30, 1986

Mr. Gregory K. Johnson  
Architect  
519 Congress Street  
Portland, Maine 04101

RE: Fall Brook Professional Building for  
M.C. Hothem at North Gate Shopping Center

Dear Greg:

I have reviewed your letter and plan submission of January 24, 1986 as well as the Option Agreement between Shaw's Realty Co. and M.C. Hothem.

In my opinion the 50 ft. right of way from Auburn Street for access to the lot and parking does not require the Optionee to use the easement for parking and if the easement is not used for parking or access then may be left undeveloped which would suggest unpaved or landscaped areas. Except for the portion of the easement associated with the Shopping Center entrance to Auburn Street utilizing a portion of the easement for landscaping is not inconsistent with our intent.

In regard to the additional parking that the City has suggested, I would suggest that we insert a new sentence in paragraph 6 on page 2, five lines from the bottom of the page "Optionee shall have the non exclusive right to provide for additional parking in the area on Exhibit A and outlined in orange." The intent of the new sentence would allow for so called overflow parking in the non exclusive parking area for the medical building but may also be used by the patrons of the Shopping Center should sometime in the future that be necessary. This new language is conditional upon Dr. Hothem agreeing to pay for the cost associated with the construction of the new island, the restoration of the parking area and the stripping associated with the new parking area. You in designing this additional parking area are certifying to Shaw's that the new island will not disrupt the parking lot storm water drainage flow and be specified for construction in accordance with "high standards of development".

OFFICES: MALL PLAZA, 220 MAINE MALL ROAD, SOUTH PORTLAND, MAINE (207-773-0211)  
A Division of Shaw's Supermarkets, Inc., East Bridgewater, Mass.

Mr. Gregory K. Johnson  
January 30, 1986  
Page 2

If you and Dr. Hothem agree with these modifications, I would ask that you telephone me and I will review same with Shaw's Attorney John Sullivan.

Sincerely,

SHAW'S REALTY CO.

*Jack*  
Jack C. Thornton, Jr.  
Vice President

JCT:bp

cc: John L. Sullivan, Esquire

OPTIONOR shall execute and record a Quit Claim Deed to the  
OPTIONOR of the purchase price, a Quit Claim Deed to the  
OPTIONOR, hereinafter referred to as the "DEED", in the usual  
form according to Maine practice subject to the title exception  
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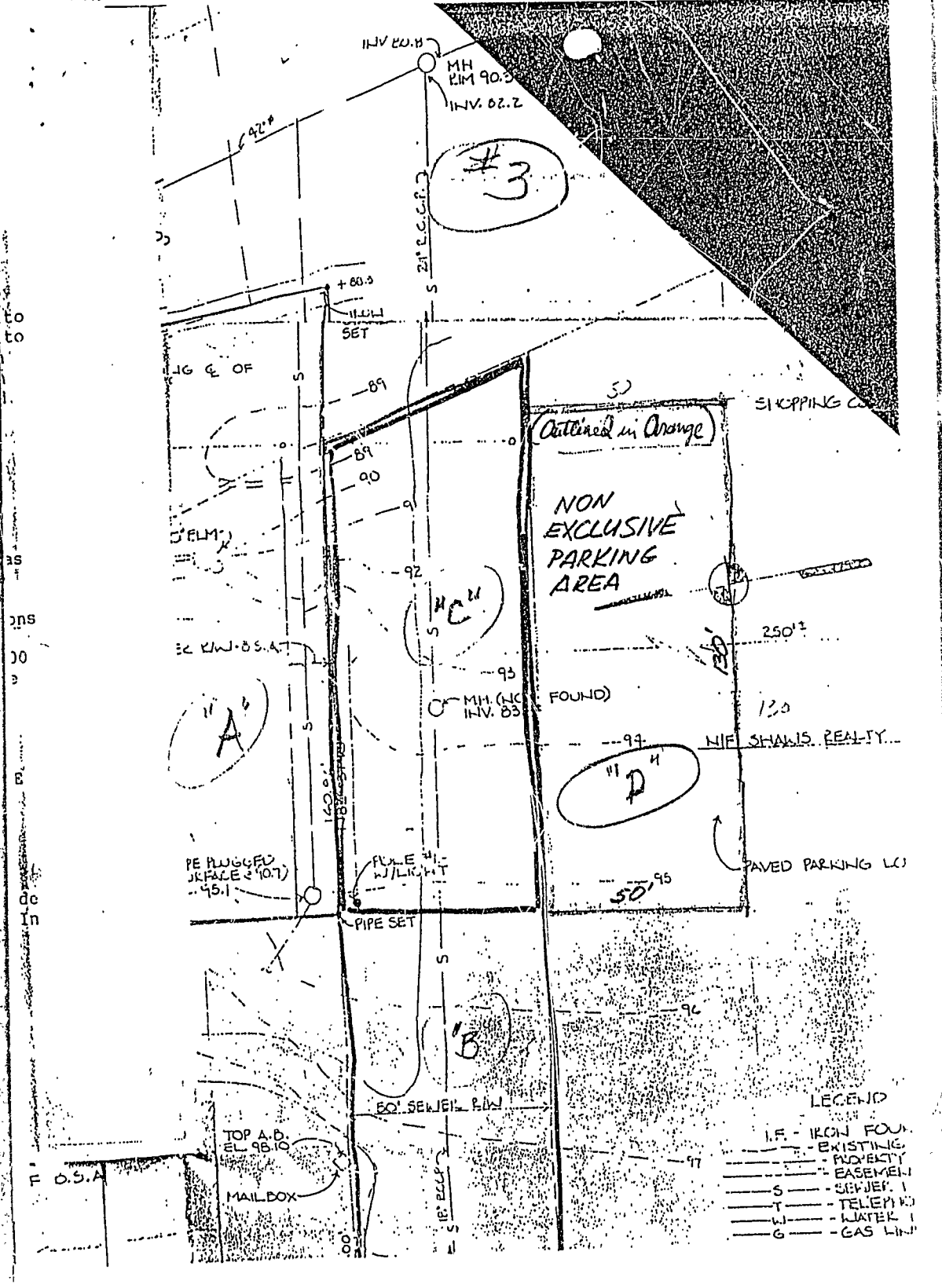
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5.5 Possession. OPTIONOR shall deliver possession of the PREMISES to OPTIONEE at the closing, free of all leases, tenancies or occupancies by any person.

5.6 Default; Remedies. In the event the OPTIONEE fails to close hereunder for a reason other than the default of OPTIONOR, OPTIONOR shall retain the OPTION CONSIDERATION, if any, as full and complete liquidated damages in lieu of any other legal or equitable remedy.

6. EASEMENT. This conveyance is conditional upon OPTIONOR granting to OPTIONEE the right to use the Entrance Way located on the Shopping Center as shown on Exhibit A, more specifically outlined in green, attached hereto and made a part hereof for purposes of ingress and egress to the PREMISES from Auburn Street and the Shopping Center for pedestrian and vehicular traffic. In addition OPTIONOR grants to OPTIONEE an easement for the purpose of installing utilities in the northerly ten (10') feet of said Entrance Way running easterly from Auburn Street, provided however any such installation and use of utilities shall not interfere with pedestrian and/or vehicle traffic in the Entrance Way and OPTIONEE covenants and agrees not to install any utilities that interfere with such pedestrian and/or vehicle traffic in the Entrance Way. In addition, OPTIONOR grants to OPTIONEE an easement for the purpose of providing additional parking in support of the Medical Office Building. Said parking shall be limited to an area of the Shopping Center, more specifically outlined in Blue on Exhibit A attached hereto and made a part hereof. OPTIONOR and OPTIONEE agree that the foregoing easements shall run with the land, shall be in effect for the maximum period allowed by law; and shall be incorporated into the DEED. OPTIONEE covenants and agrees that OPTIONOR may change and alter said

2. *OPTIONEE shall have the non-exclusive right to provide for additional parking in the area on the Exh. A and outlined in orange.*



LEGEND

- I.F. - IRON FOUND
- EXISTING
- PROPERTY
- EASEMENT
- S - SEWER
- T - TELEPHONE
- W - WATER
- G - GAS LINE



APPLICATION FOR PERMIT

PERMIT ISSUED

B.O.C.A. USE GROUP .....
B.O.C.A. TYPE OF CONSTRUCTION ..... 0 619
ZONING LOCATION ..... B-1 PORTLAND, MAINE .. May 29, 1987.

JUN 8 1987

City Of Portland

To the CHIEF OF BUILDING & INSPECTION SERVICES, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect, alter, repair, demolish, move or install the following building, structure, equipment or change use in accordance with the Laws of the State of Maine, the Portland B.O.C.A. Building Code and Zoning Ordinance of the City of Portland with plans and specifications, if any, submitted herewith and the following specifications:

LOCATION .... 117 Auburn Street
1. Owner's name and address Dr. M.C. Hothem same
2. Lessee's name and address
3. Contractor's name and address Coyne Sign Company
Proposed use of building ... office building
Estimated contractual cost \$... 1,855

FIELD INSPECTOR—Mr. @ 775-5451

Appeal Fees \$
Base Fee
Late Fee
TOTAL \$ 19.80

to install (1) set of 6 3/4" letter 5/8" deep cast aluminum with baked acrylic polyurethane finish

permit to #3

Stamp of Special Conditions

NOTE TO APPLICANT: Separate permits are required by the installers and subcontractors of heating, plumbing, electrical and mechanicals.

DETAILS OF NEW WORK

Is any plumbing involved in this work? Is any electrical work involved in this work?
Is connection to be made to public sewer? If not, what is proposed for sewage?
Has septic tank notice been sent? Form notice sent?
Height average grade to top of plate Height average grade to highest point of roof
Size, front depth No. stories solid or filled land? earth or rock?
Material of foundation Thickness, top bottom cellar
Kind of roof Rise per foot Roof covering
No. of chimneys Material of chimneys of lining Kind of heat fuel
Framing Lumber—Kind Dressed or full size? Corner posts Sills
Size Girder Columns under girders Size Max. on centers
Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
Joists and rafters: 1st floor, 2nd, 3rd, roof
On centers: 1st floor, 2nd, 3rd, roof
Maximum span: 1st floor, 2nd, 3rd, roof
If one story building with masonry walls, thickness of walls? height?

IF A GARAGE

No. cars now accommodated on same lot, to be accommodated, number commercial cars to be accommodated
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building?

APPROVALS BY: DATE MISCELLANEOUS
BUILDING INSPECTION—PLAN EXAMINER Will work require disturbing of any tree on a public street?
ZONING: O.R. Taylor June 29, 1987
BUILDING CODE: Will there be in charge of the above work a person competent
Fire Dept.: to see that the State and City requirements pertaining thereto
Health Dept.: are observed?
Others:

Signature of Applicant Peter W. Murphy Phone # 772-4144

Type Name of above Peter Murphy for Coyne Signs 1 2 3 4

Other and Address

FIELD INSPECTOR'S COPY M. STAYLOR

APPLICANT'S COPY

OFFICE FILE COPY

NOTES

7/28 - Sign ~~int~~ place OK

Permit No. 87-619

Location 117 Auburn St

Owner

Date of Permit June 3 '87

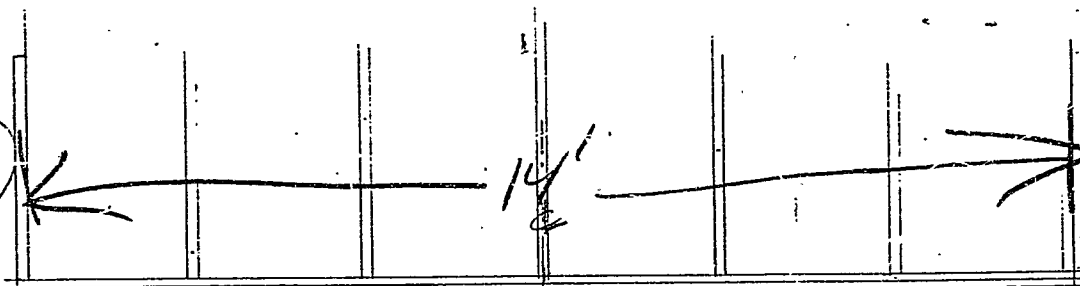
Approved SIGN

Dwelling

Garage

Alteration

~~Large section of the form is crossed out with a large X.~~

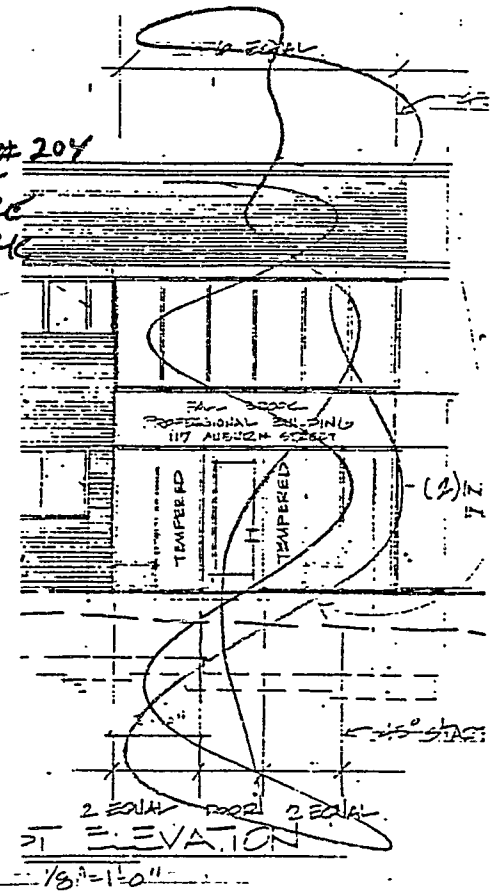


*Handwritten signature or initials*

FALL BROOK  
PROFESSIONAL BUILDING  
117 Auburn Street

#204  
6" GRAMMIS METAL  
#313 A DK. BRONZE  
BARE ENAM W/ACRYLIC  
POLY FINISH

6" CAP  
4" L.C.  
SAME STYLE AS  
ABOVE



RECEIVED  
MAY 3 1987  
DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND

10' = 3"

843-24

0 447 April 30, 1987

PERMIT # ..... BUILDING PERMIT APPLICATION **Portland** Previous permit # .....  
APPLICANT FILL OUT I - XVIII AND DETAILS OF WORK ON REVERSE  
Please insert N/A (not applicable) for any item not pertaining to your request

**I. GENERAL INFORMATION**

Location/address of construction: 117 Auburn Street  
Owner or lessee's name: Maine Coast Orthopedic Assoc. Tel: 773-1054  
Address: 468 Forest Avenue  
Drs. John P Blockson & Kenneth E D'Amato  
Contractor's name: R. D. S. Inc. Tel: 772-5367  
Address: 44 Oak St. 04101

Subcontractors: \_\_\_\_\_  
\_\_\_\_\_ **CITY OF PORTLAND**  
MAY 11 1987

**II. NEW SUBDIVISION OR EXISTING LOT REFERENCE**  
Name \_\_\_\_\_  
Lot \_\_\_\_\_  
Block \_\_\_\_\_  
Bk. & pg. Reg./deeds \_\_\_\_\_  
Date recorded \_\_\_\_\_

**III. PROPOSED USE:** CODE 324 medical offices  other \* explain \_\_\_\_\_ Seasonal  Condominium  Apartment   
**IV. PAST USE:** \_\_\_\_\_  
**V. OWNERSHIP:**  PUB. (Federal/State/Local government) and  PRIVATE (Individual/corp./nonprofit)

**VI. DESCRIPTION OF WORK:**

To make interior renovations to offices, no structural changes as per plans.  
5 sheets of plans.

**VII. BUILDING DIMENSIONS:** length \_\_\_\_\_ width \_\_\_\_\_ square footage \_\_\_\_\_ height \_\_\_\_\_ #stories \_\_\_\_\_

**VIII. EST. CONSTRUCTION COST** \_\_\_\_\_ **IX. GR. SURF. OF LAND** \_\_\_\_\_ **BUILDING** \_\_\_\_\_  
**X. RESIDENTIAL BUILDINGS ONLY:**  NEW DWELLING UNITS WITH:  1 BDRM  2 BDRMS  3 BDRMS  4 BDRMS  
 EXISTING DWELLING UNITS WITH: \_\_\_\_\_  
**XI. RESIDENTIAL UNITS:**  NEW DWELLINGS \_\_\_\_\_  
 EXISTING DWELLINGS \_\_\_\_\_  
 NET RESIDENTIAL UNITS \_\_\_\_\_

**XII. SIGNATURE OF APPLICANT:** James Y Collins, Sr. DATE: 4-30-87  
**DO NOT WRITE BELOW THIS LINE**

**XIII. ZONING:** DISTRICT \_\_\_\_\_ STREET FRONTAGE \_\_\_\_\_  
SETBACKS: front \_\_\_\_\_ back \_\_\_\_\_ side \_\_\_\_\_  
ZONING BOARD APPROVAL: no  yes  (date) \_\_\_\_\_  
PLANNING BOARD APPROVAL: no  yes  (date) \_\_\_\_\_  
**XIV. OFFICE USE:** TAX MAP \_\_\_\_\_ LOT \_\_\_\_\_  
VALUE/STRUCTURE PERMIT EXPIRATION \_\_\_\_\_

**XV. CONDITIONAL USE:** variance \_\_\_\_\_ site plan \_\_\_\_\_ subdivision \_\_\_\_\_ shore and floodplain mgmt \_\_\_\_\_  
special exception \_\_\_\_\_ other \_\_\_\_\_ (explain) \_\_\_\_\_

**XVI. SIGNATURE OF FIELD INSPECTOR (CEO):** \_\_\_\_\_ DATE \_\_\_\_\_

**XVII. FEES:**  
base fee \_\_\_\_\_  
subdivision fee \_\_\_\_\_  
site plan review fee \_\_\_\_\_  
other fees \_\_\_\_\_  
late fee \_\_\_\_\_  
TOTAL ..... 680.00

**XVIII. SPACE FOR FIGURING / ADDITIONAL COMMENTS:**  
James Y Collins, Sr.

1. WATER SUPPLY <input type="checkbox"/> public <input type="checkbox"/> private	8. CHIMNEY * flues * fireplaces	<b>PLOT PLAN/DETAILS OF WORK ON REVERSE</b>  White - Municipal Office Yellow - CEO Pink - Tax Assessor Gold - GPCUG
2. SEWER <input type="checkbox"/> public <input checked="" type="checkbox"/> private, type _____	material _____	
3. HEAT type _____ fuel _____	9. FRAMING: floor joists	
4. FOUNDATION type _____	size _____ max. on centers _____	
5. ROOF type _____ thickness _____ footing _____	ceiling joists _____	
covering _____ pitch _____	rafters _____	
load _____	studs _____	
6. PLUMBING * tubs _____ * showers _____	wall studs _____	
* lavatories _____ * laundry tubs _____		
* flushes _____ * other _____		
SPRINKLER SYSTEM? <input type="checkbox"/> yes <input type="checkbox"/> no	10. If 1-story building w/ masonry walls:	
7. ELECTRICAL service entrance size _____	wal' thickness _____ height _____	
* smoke detectors _____		
NUMBER OF OFF-STREET PARKING SPACES:	11. BEDROOM WINDOWS	
enclosed _____ outdoors _____	height _____ width _____ sill height _____	
	egress window? <input type="checkbox"/> yes <input type="checkbox"/> no	

[4] Mistay Lou



Portland, Maine, March 12, 1947

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to ~~erect~~ alter ~~repair~~ ~~rebuild~~ the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 9 Parris Street Within Fire Limits? yes Dist. No. 1B  
 Owner's name and address Mrs. Lowell Woodbury, 385 Cumberland Ave. Telephone         
 Lessee's name and address        Telephone         
 Contractor's name and address Stanley Dugas, 33 Garfield St., Westbrook Telephone 5287  
 Architect        Specifications        Plans no No. of sheets         
 Proposed use of building Tenement No. families 4  
 Last use " No. families 4  
 Material frame No. stories 2 1/2 Heat        Style of roof pitch Roofing         
 Other buildings on same lot         
 Estimated cost \$ 100. Fee \$ 50

General Description of New Work

To cut in 8' opening (archway) between two existing rooms on second floor. This opening is to be in ~~an~~ a bearing partition. 4x12 header for support. Third floor floor timbers bear on this wall but not the partitions.

Permit Issued with Memo

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

Is any plumbing work involved in this work? yes Is any electrical work involved in this work? yes  
 Height average grade to top of plate        Height average grade to highest point of roof         
 Size, front        depth        No. stories        solid or filled land?        earth or rock?         
 Material of foundation        Thickness, top        bottom        cellar         
 Material of underpinning        Height        Thickness         
 Kind of roof        Rise per foot        Roof covering         
 No. of chimneys        Material of chimneys        of lining        Kind of heat        fuel         
 Framing lumber—Kind        Dressed or full size?         
 Corner posts        Sills        Girt or ledger board?        Size         
 Girders        Size        Columns under girders        Size        Max. on centers         
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.  
 Joist and rafters: 1st floor       , 2nd       , 3rd       , roof         
 On centers: 1st floor       , 2nd       , 3rd       , roof         
 Maximum span: 1st floor       , 2nd       , 3rd       , roof         
 If one story building with masonry walls, thickness of walls?        height?       

If a Garage

No. cars now accommodated on same lot       , to be accommodated        number commercial cars to be accommodated         
 Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building?       

APPROVED:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Miscellaneous

Will work require disturbing of any tree on a public street? no  
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Mrs. Lowell Woodbury

Signature of owner Stanley Dugas

INSPECTION COPY

Permit No. 47/397

Location 9 Annex St

Owner Mrs. Linnell Woodberry

Date of permit 3/13/47

Notif. closing-in 3/24/47 9:20 A.M.

Inspn. closing-in 3/24/47

Final Notif.

Final Inspn. 5/2/47

Cert. of Occupancy issued none

NOTES

3/17/47 Mr. Hughes says

that if the

above 8 openings

is increased from 6 to

will furnish information

at 10:30 A.M. on 3/17/47

3/17/47 - Mr. Dobby, archi-

tect, was in and said

he had checked upon

size of header head-

ed over 8 openings

and that is O.K.

O.K. See memo at-

tached - 3/17/47

3/24/47 - Call R.T. to

close in on running of

plumbing to be covered

till 1:30 P.M. E.H.