

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number: 080076

This is to certify that AK110 LLC / Hardy Pond Constructionhas permission to Office Tutoring Room - tenant set up for counseling office and storage roomAT 114 ANDERSON ST

012 N004001

FEB 11 2008

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is leased or otherwise disposed-in. 4 HOUR NOTICE REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. Craig Chase

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

Permit No: 08-0076		Issue Date:		CBL: 012 N004001	
Location of Construction: 114 ANDERSON ST		Owner Name: AK110 LLC		Owner Address: 71 BROOK RD	
Business Name:		Contractor Name: HardyPond Construction		Contractor Address: 1039 Riverside St Suite 11 Portland	
Lessee/Buyer's Name		Phone:		Phone: 2077976066	
Past Use: Vacant Space/ Warehouse		Proposed Use: <i>Change of use warehouse to Office-Tutoring Room- tenant fit-up for counseling office and tutoring room</i> <i>Part of Recreation Center. connected to DT-1244.</i>		Permit Type: <i>Change of use</i> Alterations - Commercial	
Proposed Project Description: <i>Change of use - warehouse to Office Tutoring Room- tenant fit-up for counseling office and tutoring room</i>		Permit Fee: \$160.00		Cost of Work: \$13,900.00	
		CEO District: 1		Zone: I-L6	
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See conditions</i>		INSPECTION: Use Group: <i>E</i> Type: <i>2</i> <i>IBC-2003</i>	
		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied			
		Signature: _____ Date: _____			
Permit Taken By: Idobson		Date Applied For: 01/25/2008		Zoning Approval	
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..		Special Zone or Reviews		Zoning Appeal	
		<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>Or w/conditions</i> Date: 1/25/08 <i>ABM</i>		<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	
		Historic Preservation			
		<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i>		Date: _____	

CERTIFICATION

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

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 08-0076	Date Applied For: 01/25/2008	CBL: 012 N004001
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Location of Construction: 114 ANDERSON ST	Owner Name: AK110 LLC	Owner Address: 71 BROOK RD	Phone:
Business Name:	Contractor Name: HardyPond Construction	Contractor Address: 1039 Riverside St Suite 11 Portland	Phone (207) 797-6066
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Change of use - warehouse to Tutoring Room as part of recreation center (07-1044) - tenant fit-up	Proposed Project Description: Change of use - warehouse to Tutoring Room as part of recreation center - tenant fit
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 01/25/2008
Note: Original change of use permit ((#07-1044) was for 5993 sf. Required parking was 15 soaces (public building). This change of use is 988 sf. Required parking for this change of use is 2 spaces. Deed gives them 24 spaces, so parking is met. **Ok to Issue:** ✓

- 1) It is understood through meetings and written information given this office that the use is a recreation center based upon the definitions in the land use ordinance. This office is not authorizing a mosque or place of worship. Such uses are not permitted in the I-Lb Zone.
- 2) Separate permits shall be required for any new signage.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 02/11/2008
Note: **Ok to Issue:** ✓

- 1) All conditions discussed on site must be completed prior to occupancy.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Greg Cass **Approval Date:** 01/31/2008
Note: **Ok to Issue:** ✓

- 1) Window needs to be located within 44' of finished floor for egress.
- 2) Emergency lights and exit sign required.



General Building Permit Application

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

Location/Address of Construction: <u>110 ANDERSON ST.</u>		
Total Square Footage of Proposed Structure <u>EXISTING</u> <u>7800 ±</u>		Square Footage of Lot <u>CONDO 7800 ±</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>12</u> <u>N</u> <u>4</u>	Owner: <u>AK 110</u> <u>55 HARDY RD</u> <u>FALMOUTH, ME 04105</u>	Telephone: <u>797-6066</u>
Lessee/Buyer's Name (If Applicable) <u>MAINE MUSEUM COMMUNITY</u> <u>CENTER</u>	Applicant name, address & telephone: <u>HARDYPOD CONST</u> <u>1039 RIVERSIDE ST SUITE 11</u> <u>PORTLAND, ME 04103</u>	Cost Of Work: \$ <u>13,900</u> Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>WAREHOUSE 800 SF</u> If vacant, what was the previous use? <u>—</u> Proposed Specific use: <u>TUTORING ROOM</u>		
Project description: <u>INSTALL WINDOWS, WALL & CEILING INSULATION, WALLBOARD PERIMETER WALLS, ACOUSTICAL CEILING, CARPETING, THRU-WALL HEATING UNIT, AND CEILING LIGHTS. INFILL EXISTING OVERHEAD DOOR UNIT WITH 2"x6" WOOD FRAMING, EXTERIOR OSB, AND CLAPBOARD SIDING.</u>		
Contractor's name, address & telephone: <u>HARDYPOD CONSTRUCTION</u> <u>1039 RIVERSIDE ST SUITE 11 PORTLAND</u> Who should we contact when the permit is ready: <u>BOB GAUDREAU</u> Mailing address: _____ Phone: <u>797-6066</u>		

JAN 25 2008

Please submit all of the information outlined in the Commercial Application Checklist.
Failure to do so will result in the automatic denial of your permit.

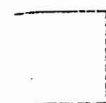
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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


Signature of applicant: <u>[Signature]</u>	Date: <u>1/25/08</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

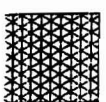
Legend:

 Seller's Retained Property

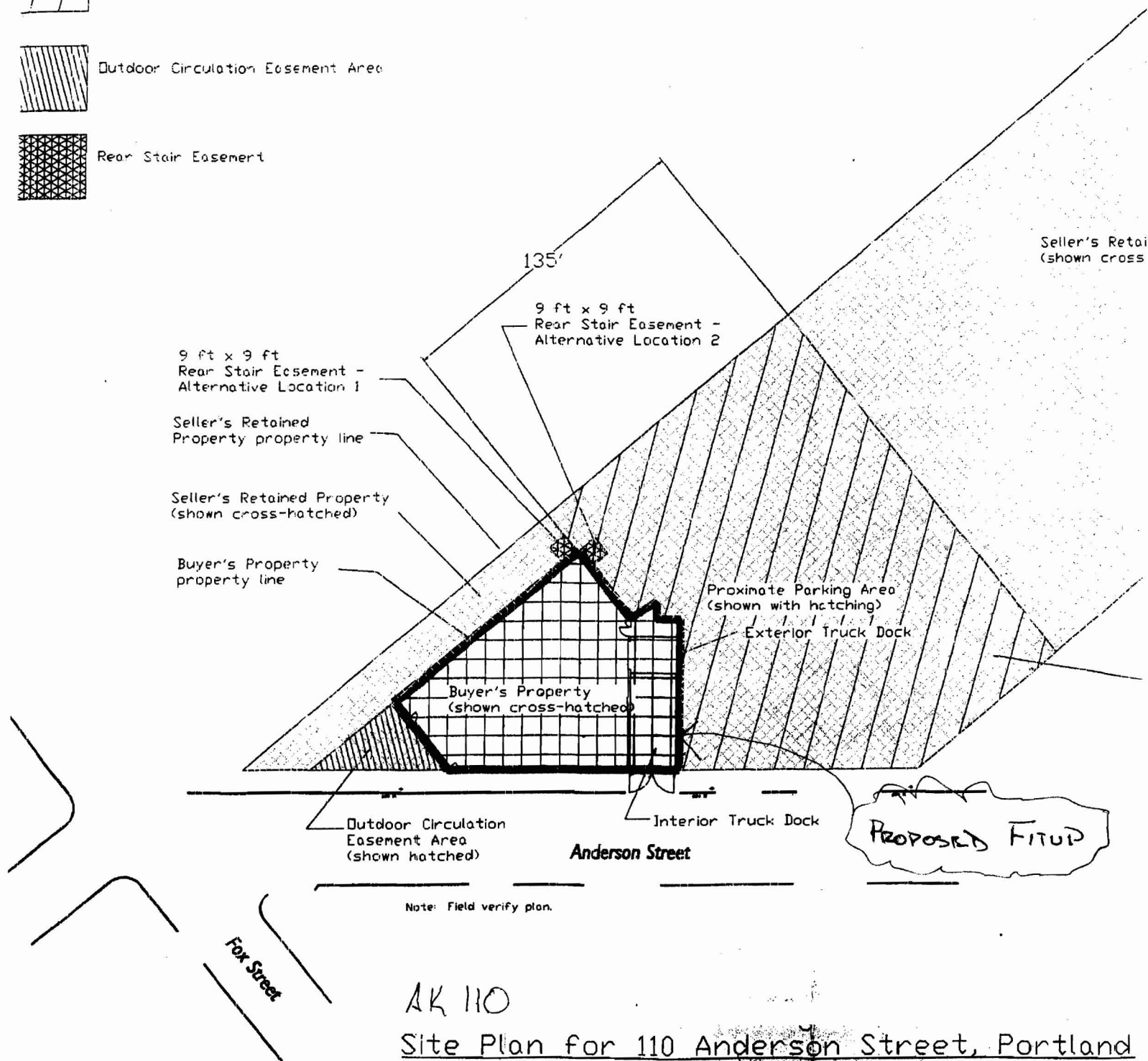
 Buyer's Property

 Proximate Parking Area

 Outdoor Circulation Easement Area

 Rear Stair Easement

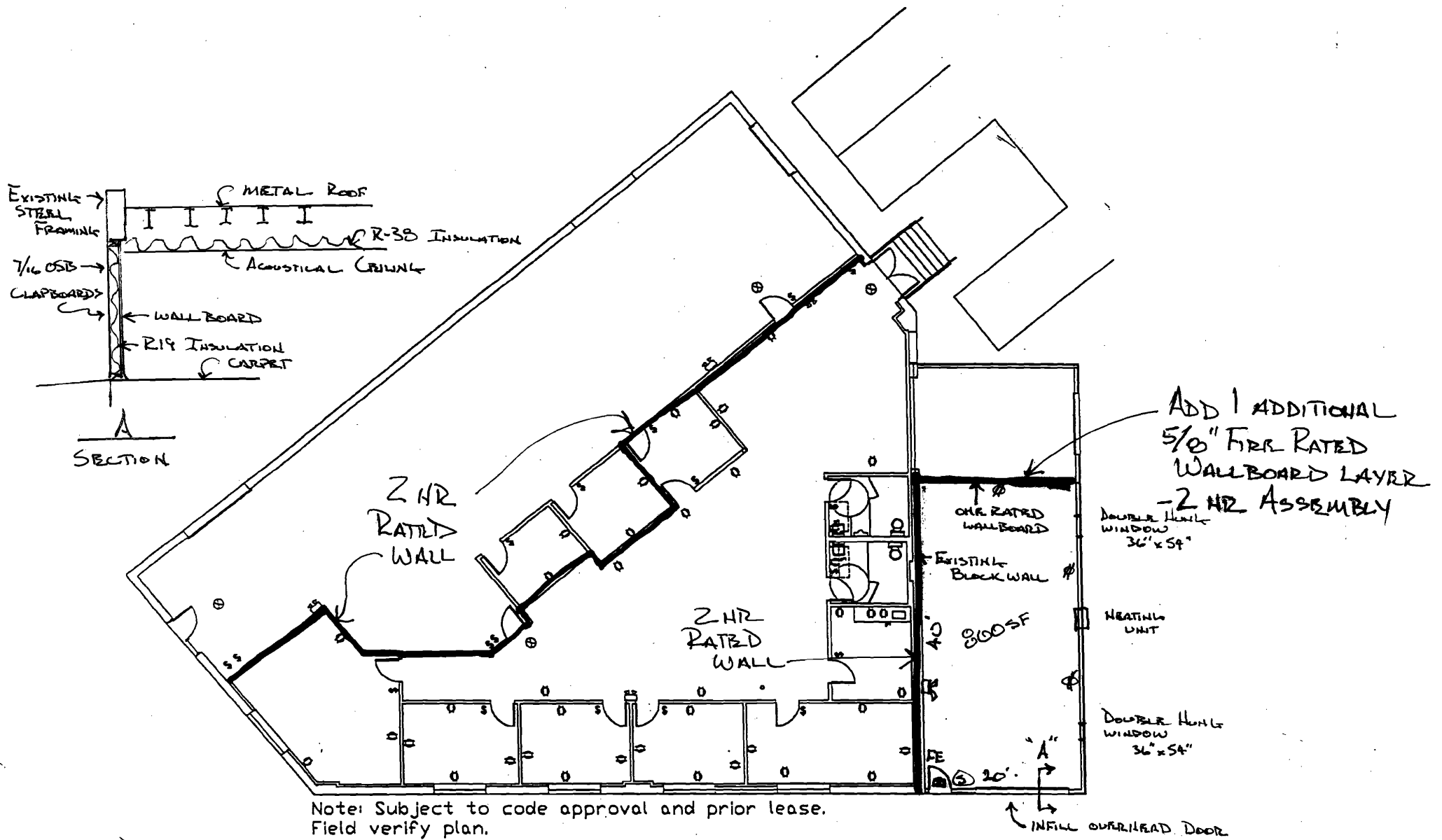
HARDY POND CONST.
797-6066



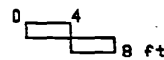
AK 110

Site Plan for 110 Anderson Street, Portland

HARDY POND CONST,
797-6066



Floor Plan
110 Anderson Street
7/17/02



AK 110
PROPOSED INTERIOR FINISHES

QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

BAYSIDE BEAUTIFICATION PROJECT, LLC, a Maine limited liability company ("Grantor"), for consideration paid, GRANTS to AK110 LLC, a Maine limited liability company ("Grantee") with a mailing address of 71 Brook Road, Falmouth, ME 04105, with quitclaim covenant, a certain lot or parcel of land, together with any buildings or improvements thereon, situated in Portland, Cumberland County, Maine, and more particularly described on Schedule A attached hereto and made a part hereof.

Being a portion of the premises conveyed to the Grantor herein by deed from Harcon Iron & Steel Co. dated August 27, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16782, Page 251.

IN WITNESS WHEREOF, BAYSIDE BEAUTIFICATION PROJECT, LLC has caused this instrument to be signed and sealed on its behalf by Peter W. Quesada, its duly authorized Member, on this 10th day of May, 2002.

WITNESS:

BAYSIDE BEAUTIFICATION PROJECT, LLC
a Maine limited liability company

[Signature]

By [Signature]
Peter W. Quesada
Its Member

STATE OF MAINE
CUMBERLAND, ss.

May 10, 2002

Personally appeared the above-named PETER W. QUESADA, in his capacity as Member of BAYSIDE BEAUTIFICATION PROJECT, 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 limited liability company.

Before me,

[Signature]
Notary Public/Attorney at Law

Print Name: _____

Commission Expiration Date:

RONALD N WARD
Notary Public, Maine
My Commission Expires September 23, 2008

MAINE REAL ESTATE TAX PAID

SEALED

SCHEDULE A
110 Anderson Street, Portland, Maine

A certain lot or parcel of land, together with all buildings and improvements thereon, located on the westerly side of Anderson Street in Portland, County of Cumberland and State of Maine, and being the existing "Warehouse" building at 110 Anderson Street, together with all land between it and the westerly side of Anderson Street, and all other land within 0.5 feet of the face of said Warehouse walls, all as depicted on that plan entitled "Site Plan made for Bayside Beautification Project, LLC by Titcomb Associates dated April 8, 2002," ("Site Plan") to be recorded in the Cumberland County Registry of Deeds. The real estate herein conveyed being more particularly bounded and described as follows:

Beginning at an iron pin on the westerly side of Anderson Street located 87.37 feet northerly from the most southerly corner of the land described in the deed to the Grantor from Harcon Iron & Steel Co. dated August 27, 2001 and recorded in said Registry of Deeds in Book 16782, Page 251; thence S48°54'37"W 36.73 feet to a point; thence N40°56'44" W 99.35 feet to a point; thence N49°15'46" E 37.66 feet to a point; thence N86°41'29" E 5.27 feet to a point; thence N03°18'31" W 20.60 feet to a point; thence N86°41'29" E 57.67 feet to an iron pin on the westerly side of Anderson Street; thence southerly by the westerly side of Anderson Street 99.72 feet to the point of beginning.

The above-described parcel contains 7,335 square feet and is designated on the Site Plan as "Buyer's Property."

Grantor herein retains the remaining land and appurtenant rights thereto which it acquired from Harcon Iron & Steel Co. by said deed recorded in the Cumberland County Registry of Deeds in Book 16782, Page 251, which it intends to further develop. Grantor's intent is that the above-described premises conveyed to Grantee will be developed and used by Grantee in a manner consistent and compatible with Grantor's development. Accordingly, the above-described premises are conveyed subject to the following easements, covenants and restrictions, all of which shall be considered covenants running with the land for the benefit of the land retained by Grantor and binding upon Grantor and Grantee, and their respective heirs, successors and assigns.

Reference is hereby made to the Site Plan which depicts the land which Grantor acquired from Harcon Iron & Steel Co. ("Development Parcel"). The Site Plan shows portions of the Development Parcel as "Buyer's Property" and "Seller's Retained Property." Seller's Retained Property is the Development Parcel, less "Buyer's Property," but including "Proximate Parking Area" and "Outdoor Circulation Easement Area." References to other discreet areas listed herein are as depicted on the Site Plan which is incorporated herein.

The respective rights and obligations of Grantor and Grantee are further specified in that "Development Agreement" of even or near date herewith, as it may be amended from time to time, provided that nothing in said Development Agreement shall in any way materially change the basic rights and responsibilities set forth in this Deed.

1. Parking. Buyer's Property shall have the non-exclusive right to park up to twenty-four (24) passenger vehicles or light trucks on Seller's Retained Property in locations to be determined from time-to-time by Grantor. Six (6) of those parking spaces shall be within the Proximate Parking Area. All parking shall be subject to such reasonable rules and regulations as Grantor shall impose.

When any parking areas are constructed or further improved, Grantee shall pay the Grantor its pro rata portion of Grantor's Parking Space Development Cost, as defined in the Development Agreement. Grantee shall also be responsible for its pro rata share of on-going maintenance expenses of the parking areas as set forth in the Development Agreement.

Nothing herein or in the Development Agreement shall obligate Grantor to further develop the Development Parcel or require Grantee to elect to utilize its parking rights. Any permanent reduction in the number of spaces dedicated to Grantee on the Development Parcel shall be reflected in an amendment hereto recorded in said Registry of Deeds.

2. Access. Grantee's primary access to Buyer's Property shall be from its frontage on Anderson Street. Grantee shall also have access to its designated parking spaces through reasonably direct routes laid out from time to time by Grantor. Grantee's access to exterior loading docks as shown on the Site Plan or otherwise shall be solely at Grantor's discretion and pursuant to specific written approval of Grantor, subject to the terms of the Development Agreement and any conditions contained in Grantor's approval.

Grantee may utilize one of the areas designated on the Site Plan as "possible location of exterior stairs" for purposes of providing pedestrian access to Buyer's Property. All steps, ramps or other improvements constructed within these areas shall be of good quality and maintained in a safe and clean condition by Grantee for the benefit of Grantor. If Grantee shall elect to so utilize a designated area, Grantor shall designate pedestrian access to that area.

3. Circulation Area. Grantee shall have a non-exclusive easement in the "Outdoor Circulation Easement Area" shown on the Site Plan to construct pedestrian walkways and customary landscaping attendant to the pedestrian entrance to Buyer's Property, and installation of customary utilities serving Buyer's Property. All of

Grantee's improvements shall be of good quality and maintained in a safe and clean condition by Grantee for the benefit of Grantor. Grantor specifically reserves to itself all rights which do not materially interfere with Grantee's rights hereunder, including the installation of overhead and underground utilities in and through this area, provided Grantor shall restore the surface of the land to its former condition following the exercise of such reserved rights.

4. Building Restoration and Maintenance. Grantee is hereby conveyed a perpetual, non-exclusive easement for encroachments for customary building structures which currently extend beyond the boundary lines of Buyer's Property, including minor variations in exterior wall planes, roof overhangs, gutters, window details, entrance details and canopies.

Grantee may install dumpsters or trash collection devices on Seller's Retained Property or Proximate Parking Area as provided in the Development Agreement in locations as may be directed from time to time by Grantor. The cost of installing the dumpster pad and equipment, and of maintaining same, shall be born solely by the Grantee.

Following six (6) months advance written notice to Grantee by Grantor, Grantee shall complete certain exterior improvements to Buyer's Property as specified in the Development Agreement. At the request of Grantor, Grantee shall also join a lot owners association which shall include the other owner(s) of the Development Parcel provided that in so doing, Grantee will not incur obligations or costs beyond those provided in the Development Agreement.

Any notices to be provided hereunder shall be in writing and delivered to the respective addresses as set forth herein, or as otherwise agreed in the Development Agreement. Any disputes arising hereunder or under the Development Agreement shall be submitted to the dispute resolution process set forth in the Development Agreement.

RECEIVED
RECORDED REGISTRY OF DEEDS

2002 MAY 10 PM 2:15

CUMBERLAND COUNTY

John B O'Brien

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

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

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

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

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

CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]
Signature of Applicant/Designee

2/11/08
Date

[Signature]
Signature of Inspections Official

2/11/08
Date

CBL:

0122004 Building Permit #: 080076

Legend:



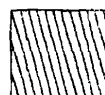
Seller's Retained Property



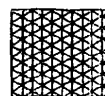
Buyer's Property



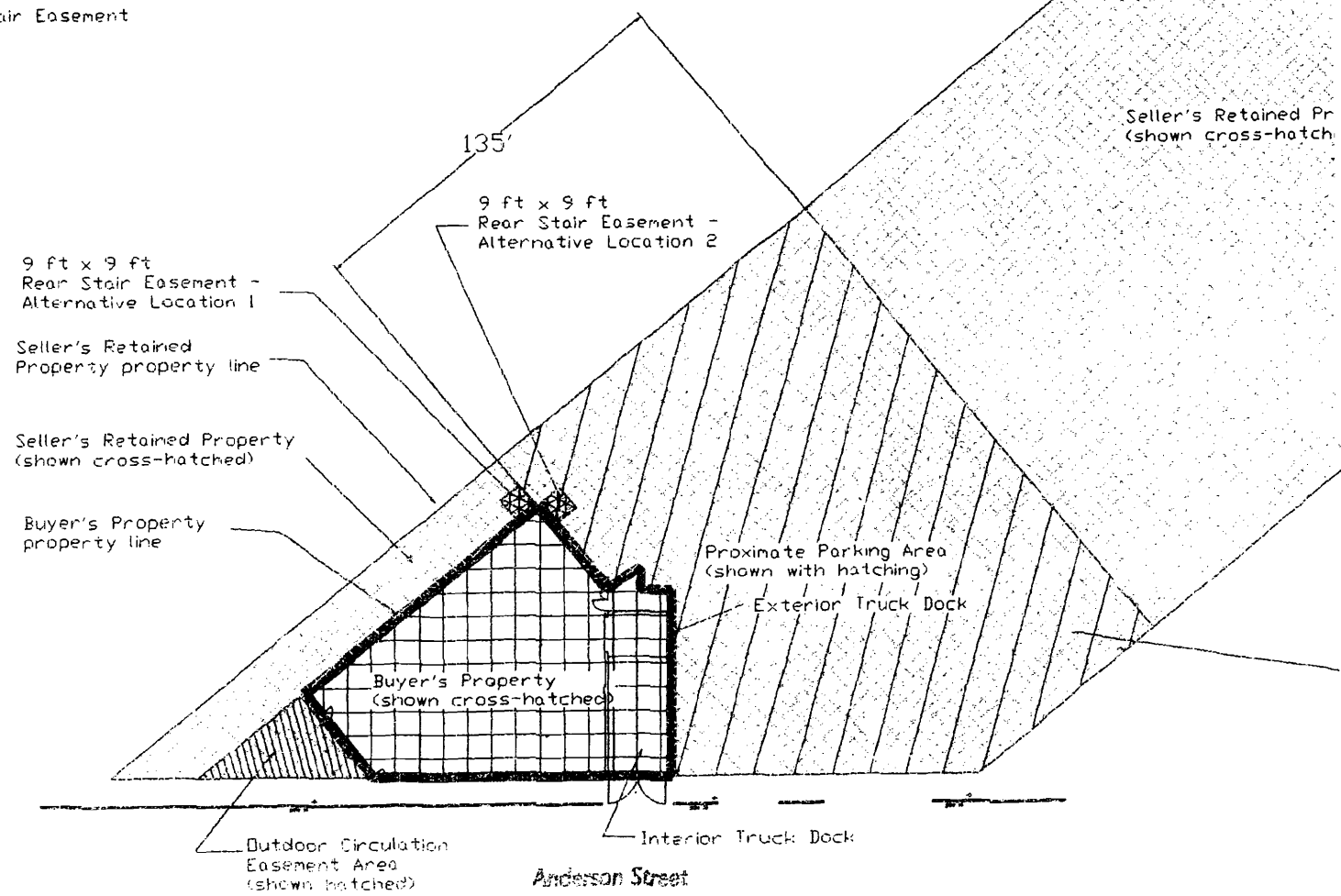
Proximate Parking Area



Outdoor Circulation Easement Area



Rear Stair Easement



Notes: Field verify plan.

Exhibit A-3
Purchase and Sale Agreement
Site Plan for 110 Anderson Street, Portland, ME
3/25/02

0 15 30 ft