

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

Location of Construction: 10-12 Mayo Street 1st floor in back East End Childrens Workshop		Owner: Stone Soup Foods	Phone: 775-0026	Permit No: 000162
Owner Address: N/A	Lessee/Buyer's Name: Stone Soup Foods	Phone: N/A	Business Name: N/A	Permit Issued: MAR 8
Contractor Name: N/A	Address: N/A	Phone: N/A		
Past Use: Day Care Kitchen	Proposed Use: Production Kitchen	COST OF WORK: \$ 30.00 0	PERMIT FEE: \$ 30.00	Zone: R-6 CBL: 022 H 023 Zoning Approval: <i>OK with conditions</i> Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>
		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
Proposed Project Description: Change of Use from Day Care Kitchen to Production Kitchen. <i>This part of the old operation is indicated. continued use see old letter</i>		Signature: <i>[Signature]</i>	Signature:	
Permit Taken By: UB		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied Signature: Date:		Zoning Appeal <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 <input checked="" type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review Action: <input type="checkbox"/> Appoved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>
Date Applied For: 1-18-00		1-18-00		
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p> <p style="text-align: center;">***Please Send To: Mark Swann Stone Soup Foods P.O. Box 1459 Portland, ME 04104</p> <p style="text-align: center;">PERMIT ISSUED WITH REQUIREMENTS</p> <p style="text-align: center;">CERTIFICATION</p> <p>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 provisions of the code(s) applicable to such permit</p> <p style="text-align: center;">1-18-00</p> <p>SIGNATURE OF APPLICANT ADDRESS: DATE: PHONE:</p> <p>RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE:</p> <p style="text-align: center;">White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector</p>				
				<p>PERMIT ISSUED WITH REQUIREMENTS</p> <p>UB</p>

COMMENTS

3/13/2000 Plus an after the fact C.O. All prior
~~inspections~~ inspections were made before permit was
issued. A love

0001162

0001162

	Type	Inspection Record	Date
Foundation:	_____	_____	_____
Framing:	_____	_____	_____
Plumbing:	_____	_____	_____
Final:	_____	_____	_____
Other:	_____	_____	_____



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 10-12 Mayo Street CBL: 022-H-023

Issued to Stone Soup Foods

Date of Issue March 17, 2000

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 000162, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

1st Floor/Rear

APPROVED OCCUPANCY

Production Kitchen

Limiting Conditions:

Use Group S-2
Type 5B BOCA 99"

This certificate supersedes
certificate issued

Approved:

3/17/00
(Date)

A. Rowe
Inspector

J. Hanna
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): <i>10-12 #1 MAYO ST 1st fl in back</i>		
Total Square Footage of Proposed Structure	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# <i>022</i> Block# <i>H</i> Lot# <i>023</i>	Owner: MARK SWANN <i>7750026 East End Childrens Workshop</i>	Telephone#:
Owner's Address: <i>N/A</i>	Lessee/Buyer's Name (If Applicable): <i>Stone Soup foods</i>	Cost Of Work: Fee <i>\$ 30.00 \$</i>
Proposed Project Description: (Please be as specific as possible) <i>change of use from Day Care Kitchen to Production Kitchen</i>		
Contractor's Name, Address & Telephone <i>Day Care N/A</i>	Rec'd By <i>W3</i>	
Current Use: <i>Kitchen</i>	Proposed Use: <i>Kitchen</i>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

•All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.

•All plumbing must be conducted in compliance with the State of Maine Plumbing Code.

•All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.

•HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

*ATTN MARK SWANN
Send to:
Stone Soup Foods
PO Box 1459
Portland Me 04104*

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

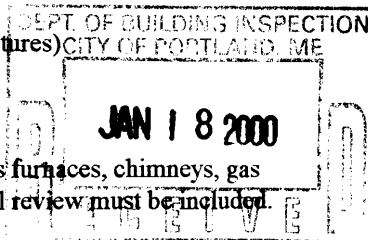
Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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: <i>Catherine Shepard</i>	Date: <i>1/18/00</i>
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum

LAND USE - ZONING REPORT

ADDRESS: 10-12 Mayo St DATE: 3/3/00

REASON FOR PERMIT: to continue use for a non profit - walk training kitchen

BUILDING OWNER: EAST END Childrens Workshop C-B-L: 022-H-23

PERMIT APPLICANT: Stone Soup Foods

APPROVED: with conditions DENIED: _____

#1, #11

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will **not** be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the _____ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is **not** an approval for an additional dwelling unit. You **shall not** add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.

11. Other requirements of condition Please Note That this is NOT A Restaurant
No food is to be sold on site. If there is any change
in this use status, this office is required to be notified
 thru a change of use permit application.
Marge Schmuckal Marge Schmuckal, Zoning Administrator

BUILDING PERMIT REPORT

DATE: 6 MARCH 2000 ADDRESS: 10-12 Mayo ST. CBL: 022-H-023
REASON FOR PERMIT: Change of Use From Day Care Kitchen To Production Kitchen
BUILDING OWNER: East End Children's Workshop (Linda Hogan)
PERMIT APPLICANT: _____ /CONTRACTOR _____
USE GROUP: _____ CONSTRUCTION TYPE: _____ CONSTRUCTION COST: _____ PERMIT FEES: \$30.00

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, 20, *21, *22, *23, *27, *29, *31, *36, *37

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. 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.
8. 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/1999)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & 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. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38"). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. 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. ft. (Section 1010.4)
16. 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. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

19. 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 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

20. 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. (Section 921.0)

X 21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.

X 22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.

X 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)

24. 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".

25. 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 commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.

26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).

X 27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.

28. All requirements must be met before a final Certificate of Occupancy is issued.

X 29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).

30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)

X 31. Please read and implement the attached Land Use Zoning report requirements.

32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.

33. Bridging shall comply with Section 2305.16.

34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)

35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).

* 36. All Kitchen equipment shall be installed as per the manufactures requirements

* 37. The proposed Kitchen shall meet The rules and regulations of The City of Portland's and State of Maine Food Service requirements

P. Spaulding, Building Inspector
Cc: E. McDougall, PFD
Marge Schmuckal, Zoning Administrator

PSH 1/26/00
**This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.

***THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD.

****ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, OR EQUIVILENT.

*****CERTIFICATE OF OCCUPANCY FEE \$50.00

a freshwater wetland or tributary stream, provided that a minimum setback of forty (40) feet is maintained and that the existing floor area or volume is not increased by more than thirty (30) percent.

(Code 1968, § 602.17.B; Ord. No. 271-89, 2-22-89; Ord. No. 96-89, § 2, 9-18-89; Ord. No. 15-92, § 26, 6-15-92)

Sec. 14-383. Extension of nonconforming use of land prohibited.

A lawful nonconforming use existing on premises outside of a building shall not be extended to or allowed to occupy any part or parts of such premises outside of the building.

(Code 1968, § 602.17.C; Ord. No. 354-85, § 3, 1-7-85)

Sec. 14-384. Change of nonconforming use.

A lawful nonconforming use in a structure designed for a use permitted in the zone in which it is located shall not be changed to any use other than a use permitted in the zone in which the structure is located. When a nonconforming use in such a structure has been changed to a permitted use, it shall not thereafter be changed back to any nonpermitted use. For purposes of this section, a use shall be deemed to have been so changed when an existing nonconforming use shall have been terminated and a permitted use shall have commenced and continued for a period of seven (7) days. Any change of use in violation of this division shall be deemed to be an abandonment of the lawfully existing nonconforming use. A lawful nonconforming use in a structure not designed for a use permitted in the zone in which it is located shall not be changed to any use other than a use permitted in the zone in which the use is located or to any use other than a nonconforming use of a more restricted zone, as set forth in the following schedule, provided that in no such case shall any structural alterations be made in any building except those required by law, ordinance or other regulations:

- (1) In a business zone, from any use permitted in an industrial zone to any use permitted in a business zone.
- (2) In a B-1 zone, from any use permitted in a B-3 zone to any use permitted in a B-2 zone.
- (3) In a residence zone, from any use permitted in a B-2 zone to any use permitted in a B-1 zone.
- (4) In a residence zone, from any use permitted in any other residence zone to any use permitted in a more restricted residence zone. For the purpose of this subsection, an R-6 zone shall be deemed the least restricted and an R-2 zone shall be deemed the most restricted, with the intervening zones restricted in order of zone number.

(Code 1968, § 602.17.D; Ord. No. 499-74, § 8, 8-19-74)

Sec. 14-385. Restoration of damaged nonconforming building or premises.

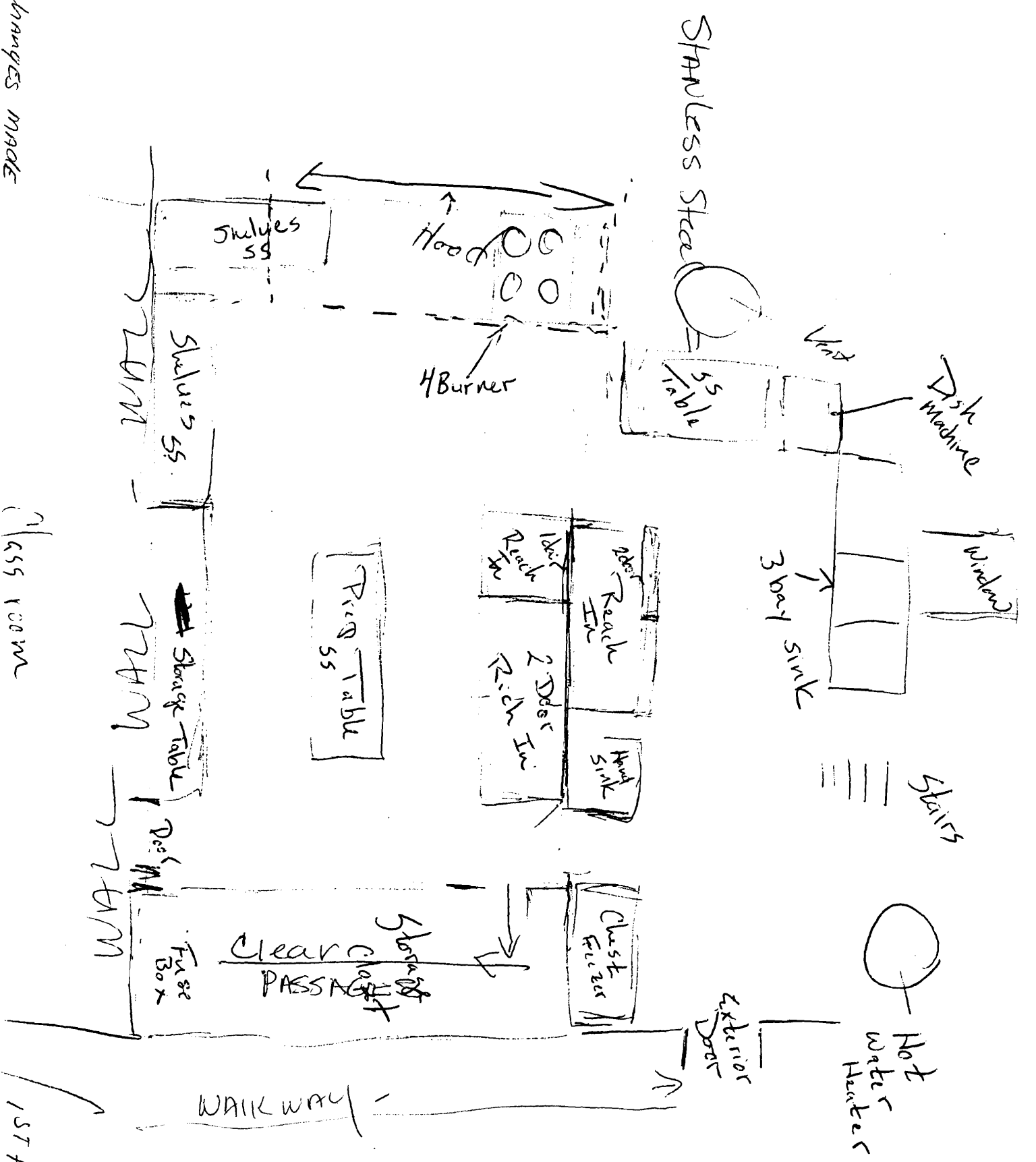
There shall be no substantial restoration and no continued use of a nonconforming building, or building of nonconforming use, damaged by fire, explosion, flood, riot, act of the public enemy, accident of any kind, decay or otherwise to an extent that the estimated cost of

B-2 Zone Allows A DAY CARE USE
 B-1 Zone Allows A DAY CARE USE¹²⁸⁸ what is A production kitchen

NO CHANGES MADE

CLASS ROOM

1ST floor in BRAD
10 MAY 10 ST



Zoning Division
Marge Schmuckal
Zoning Administrator



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

Mark Swann
c/o Stone Soup Foods
P.O. Box 1459
Portland, ME 04104

February 14, 2000

RE: 10-12 Mayo Street - R-6 zone - 022-H-023

Dear Mr. Swann,


I have received your application to change the use of this building from a day care (East End Childrens Workshop) with full kitchen to a "production" kitchen.

In 1969, the Board of Appeals approved a change of use from a church to a school/day care. Once they moved out of that building that use could continue if somebody else maintained that similar use. If it that use was not maintained, the use is lost.

Before I can make a determination as to whether I can allow this change of use, I need more information from you that should be in writing. First, I am uncertain as to what a "production" kitchen is. Does this mean you are preparing meals on site (restaurant)? Does this mean that you are preparing food here to be sold and eaten elsewhere? The more specific you can be will help me in making my determination. I will also need to know the use history for this building. Was the past use of the Eastend Workshop day care abandoned for several years, and just recently rented to you? Again, I am uncertain about these details, and I need these details in order to determine whether I can issue this permit.

Your permit can not be reviewed further nor have the possibility of being issued until I receive this information from you. If you have any questions regarding this matter, please feel free to contact me at 874-8695.

Very truly yours,


Marge Schmuckal
Zoning Administrator

3/2/00 I spoke with Linda Houghton with The East end childrens work shop - Stone Soup has been part of their operation for years. It is a non-profit a part of a work-training program. Nothing is sold or served at the 10 Mayo Address - I am considering this to be continued use -
marge

cc: Mark Adelson, Housing & Neighborhood Services
Mike Nugent, Housing & Neighborhood Services
Arthur Rowe, Code Enforcement Officer

FROM :

FAX NO. :

Jan. 18 2000 02:06PM P2

Commercial Lease

This Commercial Lease ("Lease") is entered into as of October 1, 1999 between The Family and Children's Workshop, a Maine corporation with its principal place of business at 215 Congress Street, Portland, Maine 04101 ("Lessor") and Preble Street Resource Center, a Maine nonprofit corporation with its principal place of business at 5 Portland Street, Portland, ME 04101, ("Lessee").

General

The Lessor wishes to Lease the Premises (defined below) to the Lessee; and the Lessee wishes to Lease the Premises from the Lessor.

In consideration for the mutual promises, covenants, and agreements made below, the parties, intending to be legally bound, agree as follows:

Definitions

For purposes of this Lease, the following terms will have the indicated definitions:

"Lease": This Lease is by and between the Lessor and the Lessee.

"Premises": The kitchen situated in the City of Portland, State of Maine, located at 10 Mayo Street, Portland, Maine 04101 ("building") and having an area of approximately 350 rentable square feet, plus use of the common bathroom located on the first floor.

Lease

- Term and Rent:** The term of the Lease shall commence on October 1, 1999 and terminate on September 30, 2000. Both parties agree that this is a month to month Lease. The Lessee shall pay to the Lessor as basic rent for the Premises, the sum of \$350 per month. Each installment payable in advance on the first day of each month during the term of this Lease. All rental payments will be made to the Lessor at the address stated above. The Lessee will be solely responsible for all costs and liabilities associated with the installation and hookup of a natural gas line into the premises.
- Late Charges.** The Lessee hereby acknowledges that late payments or other sums due under this Lease, may be incurred by the Lessee. Accordingly, if any installment of rent, or a sum due from the Lessee is not received by the Lessor's designees by 12:00 noon on or before the fifteenth (15th) day of each month of the Term, then the Lessee shall pay to the Lessor a late charge equal to 1.5% percent of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that the Lessor will incur by reason of the late payment by the Lessee. Acceptance of such late charges by the Lessor shall in no event

FROM :

FAX NO. :

Jan. 18 2000 02:07PM P3

constitute a waiver of the Lessee's default with respect to such overdue amount, nor prevent the Lessor from exercising any of the other rights and remedies granted in this Lease.

3. Uses Permitted. The Lessee shall use and occupy the Premises for the purpose of food preparation and food storage. The Premises shall be for no other purpose.

3.1 Liens. The Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee.

4. Repairs and Maintenance. By taking possession of the Premises, the Lessee shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. The Lessor shall at the Lessor's cost, keep the Premises and every part of it in good condition and repair. The Lessee shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Lessor in good condition, ordinary wear, tear and damage from causes beyond the reasonable control of the Lessee excepted. The Lessor shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part of it and the parties hereto, affirm that the Lessor has made no representations to the Lessee respecting the condition of the Premises and the building except as specifically stated in this Lease. Despite the above provisions, the Lessor shall repair and maintain or cause to be repaired and maintained the structural portions of the building, including the standard plumbing, air conditioning, heating and electrical systems furnished by the Lessor, unless such maintenance and/or repairs are caused in part or in whole by the act, neglect, fault or omission of any duty of the Lessee, its agents, employees or invitees, in which case the Lessee shall pay to the Lessor the reasonable cost of such maintenance and repairs or unless the Lessee requires that specific repairs or maintenance be made to the premises to insure that the Lessee can use the premises for the use set out in Section 3. above. In this case, the Lessee will undertake any such repair or maintenance, at its sole cost, and subsequent to obtaining permission from Lessor for such work. The Lessee shall give the Lessor written notice of any required repairs or maintenance. The Lessor shall not be liable for any failure to repair or to perform any maintenance unless such failure shall persist for an unreasonable time after receipt of written notice. Except as specifically stated in this Lease, there shall be no abatement of rent and no liability of the Lessor, by reason of any injury to or interference with the Lessee's business arising from the making of any repairs, alterations or improvements to any portion of the building or the Premises or to fixtures, appurtenances and equipment. The Lessee waives the right to make repairs at the Lessor's expense under any law, statute or ordinance now or hereafter in effect.

5. Alterations. The Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements, in, to or about the Premises. Any approved alterations or improvements, including, but not limited to, electrical outlets, installed fans, wall covering, paneling and built-in cabinet work, (but excepting movable furniture and trade fixtures,) shall become a part of the realty, shall belong to the Lessor, and shall be surrendered with the Premises at the expiration or termination of the Lease. If the Lessor consents to any such alterations or improvements by the Lessee, they shall be made by the

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Lessee at the Lessee's cost, and any contractor or person selected by the Lessee to perform the work shall first be approved of, in writing, by the Lessor. Upon expiration, or sooner termination of the Lease, the Lessee shall, upon written demand by the Lessor, promptly remove any alterations, additions or improvements made by the Lessee and designated by the Lessor to be removed. Such removal and repair of any damage to the Premises caused by such removal, shall be at the Lessee's sole cost.

6. Ordinances and Statutes. The Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities and regulations now in force, or that may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use and operation of the Premises by the Lessee, including but not limited to obtaining a food services license from the City of Portland, Maine. In the event repairs, maintenance or alterations require specific permits including but not limited to any electrical work, Lessee will be responsible that any such work is done in compliance with all local code regulations and requirements.

7. Assignment and Subletting. The Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor.

8. Service and Utilities

8.1 Lessor's Obligations. The Lessor agrees to furnish to the Premises electricity for normal lighting, refrigeration and cooking stove use, water and sewer required in the Lessor's judgment for the comfortable use and occupancy of the Premises. The Lessor shall also maintain and keep lighted the common stairs, entries and toilet rooms in the building. The Lessor shall not be liable for, and the Lessee shall not be entitled to, any reduction of rental fees due to the Lessor's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of the Lessor.

8.2 Lessee's Obligation. The Lessee shall pay for, prior to delinquency, all telephone and all other materials and services, not expressly required to be paid by the Lessor, that may be furnished to or used in, on or about the Premises during the term of this Lease. The Lessee will not, without the prior written consent of the Lessor and subject to any conditions the Lessor may impose, use any apparatus or device in the Premises that will in any way increase the amount of electricity or water usually furnished for use of the Premises as a kitchen. The Lessee shall be solely responsible for all costs and liabilities associated with the installation and hookup of a natural gas line into the Premises. The Lessee further agrees and understands that it shall be held liable in the event the hookup of said gas line negatively impacts the use of said building. In addition, the Lessee is responsible for all gas service supplies to the Premises.

9. Entry and Inspection. The Lessor reserves the right to enter the Premises at any time to inspect the Premises, to provide any service for which the Lessor is obligated under this Lease, to submit the Premises to prospective purchasers or Lessees, to post notices of non-responsibility,

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and to alter, improve, maintain or repair the Premises or any portion of the building that the Premises are a part, that the Lessor deems necessary or desirable, all without abatement of rent. The Lessor may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, but shall not block entrance to the Premises and not interfere with the Lessee's business, except as reasonably required for the particular activity by the Lessor. The Lessor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, interference with quiet enjoyment, or other damage arising out of the Lessor's entry on the Premises as provided in this section, except damage, if any, resulting from the negligence or willful misconduct of the Lessor or its authorized representative. The Lessor shall retain a key with which to unlock all doors into, within, and about the Premises, excluding the Lessee's vaults, safes and files. In an emergency, the Lessor shall have the right to use any means that the Lessor deems reasonably necessary to obtain entry to the Premises, without liability to the Lessee, except for any failure to exercise due care for the Lessee's property. Any such entry to the Premises by the Lessor shall not be construed or deemed to be forcible or unlawful entry into the Premises or an eviction of the Lessee from the Premises or any portion of it.

10. Possession. If the Lessor is unable to deliver possession of the Premises on the commencement date of October 1, 1999, the Lessor shall not be liable for any damage caused thereby to the Lessee. The Lessee will have the right to terminate this lease obligation, at the Lessee's option, if the site is not available at the date listed herein.

11. Indemnification of Lessor. The Lessee shall hold the Lessor harmless from any claims arising from the Lessee's use of the Premises and any claims arising from any breach or default in the Lessee's performance of any obligation under the terms of this Lease. If any action or proceeding is brought by reason of any such claim in which the Lessor is named as a party, the Lessee shall defend the Lessor therein at the Lessee's expense by counsel reasonably satisfactory to the Lessor, unless caused by or due to the negligence or willful misconduct of the Lessor, its agents or employees. The Lessee shall give prompt notice to the Lessor in case of fire or accidents on the Premises or in the building or of alleged defects in the building, fixtures or equipment.

12. Insurance Coverage. The Lessee shall assume the risk of damage to any fixtures, goods, inventory, merchandise, equipment, furniture and Leasehold improvements, and the Lessor shall not be liable for injury to the Lessee's business or any loss of income relative to such damage. The Lessor shall, at all times during the term of this Lease, and at its own cost, procure and continue in force the following insurance coverage:

12.1 Comprehensive public liability and fire insurance, insuring the Lessor and the Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant.

12.2 Insurance Policies. The limits of said insurance policies shall not, however, limit the liability of the Lessee under this Lease. The Lessor may carry said insurance under a blanket

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policy, providing, however, said insurance by the Lessor shall name the Lessee as an additional insured. If the Lessor shall fail to procure and maintain said insurance, the Lessee may, but shall not be required to, procure and maintain same, but at the expense of the Lessor. Insurance required under this Lease shall be in companies that rate B+ or better in "Best's Insurance Guide." The Lessor shall deliver to the Lessee prior to occupancy of the Premises copies of policies of insurance required or certificates evidencing the existence and amounts of such insurance with loss payable clauses, satisfactory to the Lessee and naming the Lessee as an additional named insured. No policy shall be cancelable or subject to reduction of coverage unless a thirty (30) day prior written notice is given to the Lessee. The minimum acceptable amount of comprehensive liability insurance is \$1,000,000 against claims in any occurrence, and property damage insurance in an amount of not less than \$100,000 per occurrence, or combined single limit of \$1,000,000 comprehensive liability and property damage insurance.

12.3 Waiver of Subrogation. As long as their respective insurers so permit, the Lessor and the Lessee each hereby waive any and all rights of recovery against the other for any loss or damage occasioned to such waiving party or its property of others under its control to the extent that such loss or damage is insured against under any fire or extended coverage insurance policy that either may have in force at the time of such loss or damage. Each party shall obtain any special endorsement, if required by their insurer, to evidence compliance with this waiver.

13. Destruction of Premises. In the event of a partial destruction of the Premises during the term of this Lease, from any cause, the Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental rules and regulations, but such partial destruction shall not terminate this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of the Lessee on the Premises. If such repairs cannot be made within said ninety (90) days, the Lessor, at its option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that the Lessor shall not elect to make such repairs that cannot be made within ninety (90) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs, the Lessor may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease.

15. Lessor's Remedies on Default

15.1 If the Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this Lease, the Lessor may give the Lessee notice of such default and if the Lessee does not cure any such default within three (3) business days, after the giving of such notice (or, if such other default is of such a nature that it cannot be completely cured within such Three (3) day period, and the Lessee does not commence such curing within such three (3) business days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the Lessor may terminate this Lease on not less than

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thirty (30) calendar days' notice to the Lessee. On the date specified in such notice the term of this Lease shall terminate, and the Lessee shall then quit and surrender the Premises to the Lessor, but the Lessee shall remain liable as provided in this Lease. If this Lease shall have been so terminated by the Lessor, the Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove the Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15.2 Additional events that constitute a Lessee's Event of Default include: the making by the Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Lessee, same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all the Lessee's assets located at the Premises or of the Lessee's interest in this Lease, where possession is not restored to the Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of the Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

16. Security Deposit. The Lessee shall deposit with the Lessor no security

17. Personal Property Taxes. The Lessee shall pay before delinquency, all taxes levied or assessed and that become payable during the term of this Lease upon all the Lessee's Leasehold improvements, equipment, furniture, fixtures and personal property located in the Premises, except that which has been paid for by the Lessor and is the standard of the building. Should the Maine Constitution be changed in a way that results in a higher or lower tax on the Premises than the annual increases now a matter of law, any such increase shall be passed through to the Lessee on a prorated basis. The Lessee shall pay to the Lessor its share of such taxes, if any, within thirty (30) days after delivery to the Lessee by the Lessor of a statement in writing setting forth the amount of such taxes.

18. Intentionally Deleted

19. Attorneys' Fees. In case suit should be brought for recovery of the Premises, or for any sum due under this Lease, or because of any act that may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

20. Waiver. No failure of the Lessor to enforce any term or condition of this Lease shall be deemed to be a waiver.

21. Notices. Any notice that either party may or is required to give, shall be given by mailing the same, postage prepaid, to the Lessee at the Premises, or the Lessor at the address shown above, or at such other places as may be designated by the parties from time to time.

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22. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Intentionally Deleted

24. Statement to Lender. The Lessee shall at any time and from time to time, upon not less than ten (10) days prior written notice from the Lessor, execute, acknowledge, and deliver to the Lessor a statement in writing, (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease as so modified, is in full force and effect), and the date that the rental and other charges are paid in advance, if any, and (2) acknowledging that there are not, to the Lessee's knowledge, any incurred defaults on the part of the Lessor under this Lease, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser of all or any portion of the real property of which the Premises are a part.

25. Parking. There is no parking provided to Lessee.

26. Corporate Authority. Each individual executing this Lease on behalf of the Lessee's corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

27. Lender Requirements. Upon request by the Lessor, the Lessee will, in writing, subordinate its rights under this Lease to the lien of any mortgage, to any bank, insurance company or other lending institution, now or hereafter in force against the land and building that the Premises are a part, and to all advances made or hereafter to be made upon the security. If any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Lessor covering the Premises, the Lessee shall recognize such purchaser as the Lessor under this Lease.

28. Intentionally Deleted

29. Severability. If any provision of this Lease is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Lease that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Lease is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

30. Governing Law. This Lease shall be governed by the laws of the State of Maine applicable to Leases made and fully performed in Maine, by Maine residents.

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31. **Toxics.** The Lessor and the Lessee acknowledge that they have been advised that numerous federal, state, and / or local laws, ordinances and regulations ("Laws") affect the existence and removal, storage, disposal, leakage of contamination by materials designated as hazardous or toxic ("Toxics"). Many materials, some utilized in everyday business activities and property maintenance, are designated as hazardous or toxic. Some of the Laws require that Toxics be removed or cleaned up without regard to whether the party required to pay for the "clean up" caused the contamination, owned the property at the time of the contamination occurred or even knew about the contamination. Some items, such as asbestos or PCB's, that were legal when installed, are now classified as Toxics, and are subject to removal requirements. Civil lawsuits for damages resulting from Toxics may be filed by third parties in certain circumstances.

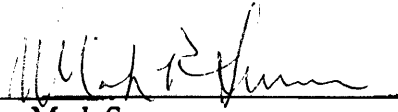
32. **Intentionally Deleted**

33. **Child Protection Clause.** The Lessee or any of its representatives, employees, trainees, associates, will not, for any reason, be allowed to enter or use any other area of the building except those areas which are the subject of this Lease (kitchen, bathroom). In no event will the Lessee or its representatives, employees, trainers or associates be allowed or permitted to interact with any children on the premises who are under the age of 18.

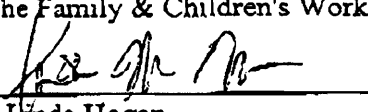
34. **Entire Lease.** The parties acknowledge that this Lease expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Lease. The parties further acknowledge that this Lease supersedes, terminates and otherwise renders null and void any and all prior Leases or contracts, whether written or oral, entered into between the Lessee and the Lessor with respect to the matters expressly set forth in this Lease.

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Lease as of the day and year first written above.

Preble Street Resource Center

By: 
Mark Swann
Its: Executive Director

East End Children's Workshop, Inc
d/b/a The Family & Children's Workshop

By: 
Linda Hogan
Its: Executive Director