



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 12 Mayo St CBL 022 H023001
Issued to Seaside Partners Llc /n/a Date of Issue 07/22/2010

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. 10-0075, 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

Entire

APPROVED OCCUPANCY

Commercial "Mayo Street Art"
Use Group: A-3/ B
Type: 5B
IBC, 2003

Limiting Conditions:

None

This certificate supersedes
certificate issued

Approved:

7.22.10 *Sybilent*

(Date)

Inspector

CAPT. K. Soutarian
Ben Wallace 7/22/10

[Signature]
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.

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 100075

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

This is to certify that Seaside Partners LLC /n/a

has permission to Change of Use; From Daycare to Community Center

AT 12 Mayo St CBL 022 H023001

FEB - 4 2010

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. CRP M. [Signature]

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature] 2/4/10
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

SCANNED

CBL 022 H023

Mayo Street Arts
10 Mayo Street
Portland, ME 04101

Jon Rioux, Code Enforcement Officer
Portland City Hall
389 Congress Street
Portland, Maine 04101

RECEIVED

JUN - 1 2010

Dept. of Building Inspections
City of Portland Maine

June 1st, 2010

Dear Jon:

Mayo Street Arts has completed the following items needed to for the Certificate of Occupancy as discussed:

- Cover on electrical box
- Plugged holes in basement
- Rebracketed copper pipes
- Removed nails in ceiling
- Patched wall in foyer
- Disabled deadbolt on exit door

Mayo Street will complete the following within the next three weeks:

- Install vented step over radiator
- Install second set of handrails in stairwell

If you have any further questions or concerns on these items please get in touch. Thanks very much.

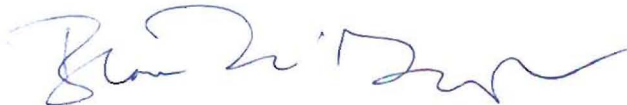
Sincerely,

Blainor McGough
Executive Director
Mayo Street Arts

10 Mayo Street
Portland Maine
04101

207-615-3609

director@mayostreetarts.org



City of Portland, Maine - Building or Use Permit Application

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

Permit No: 10-0075	Issue Date:	CBL: 022 H023001
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Location of Construction: 12 Mayo St	Owner Name: Seaside Partners Llc	Owner Address: 544 Gouldsboro Point Rd	Phone:
Business Name:	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name Blainor McGough	Phone: 207-615-3609	Permit Type: Change of Use - Commercial	Zone: R-6

Past Use: Commercial / Daycare	Proposed Use: Change of Use; From Daycare to Community Center	Permit Fee: \$105.00	Cost of Work: \$30.00	CEO District: 1
Proposed Project Description: Change of Use; From Daycare to Community Center		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: A-3/B Type: SB	
		*See Conditions		IPL-2003
		Signature: <i>(Signature)</i>	Signature: <i>JMB 2/4/10</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: gg	Date Applied For: 01/28/2010	Zoning Approval		
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK with conditions</i> Date: 1/27/10 <i>ARM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input checked="" type="checkbox"/> Approved <i>5-0</i> <input type="checkbox"/> Denied Date: 1/7/10	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>ARM</i> Date:
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PERMIT ISSUED

FEB - 4 2010

City of Portland

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

2-8-10

Hannibal Basement Floor 4. + Hannibal returns -

Move Fire Alarm Bell to exit side / Basement

oil based ^{paint} in locker (catal), ←

inspection TAG a system / (conspicuous paint bulges)

Fix Holes in ceiling - Basement -

Fine caulk seal around pipes in ceiling

Remove storage around ^{electrical} panel -

Hannibal's Back stairs -

remove unused wires -

out let? repair

Get Alarms checked - Sprinkler system

Submit floor plan SMT + B.W.

7-22-10

BW et SMT

list 6-1-10 submitted to J. Rivers complete to own

Satisfaction

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-0075	Date Applied For: 01/27/2010	CBL: 022 H023001
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Location of Construction: 12 Mayo St	Owner Name: Seaside Partners Llc	Owner Address: 544 Gouldsboro Point Rd	Phone:
Business Name:	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name Blainor McGough	Phone: 207-615-3609	Permit Type: Change of Use - Commercial	

Proposed Use: Change of Use; From Daycare to Community Center	Proposed Project Description: Change of Use; From Daycare to Community Center
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Ann Machado	Approval Date: 01/27/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) Separate permits shall be required for any new signage.			
Dept: Building	Status: Approved with Conditions	Reviewer: Jeanine Bourke	Approval Date: 02/04/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) The proposed seating diagram and exiting shall be submitted prior to issuance of the CO			
2) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.			
3) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			
4) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.			
Dept: Fire	Status: Approved with Conditions	Reviewer: Capt Keith Gautreau	Approval Date: 01/29/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) There are fire protection features in place (fire alarm and sprinkler system) they are not going to be required for the new use. The features are to be maintained if left in place or removed completely if choosing not to retain them in the building.			
2) This permit is for change of use only, any construction shall require additional permits. The occupancy shall meet NFPA 101 code requirements upon inspection.			

Comments:
1/29/2010-gautreauk: Spoke to a Tim Chemy (electrician) on phone regarding a call the fire dept. Had to this location for frozen sprinkler pipe. Fire alarm is back online and sprinkler is still in need of repair.
2/4/2010-jmb: Spoke to Bainor about the exiting, stair location, 3rd floor (actually a mezzanine) use, seating diagram, made notes on plans. Scheduled for CO insp. And issued

PERMIT ISSUED

FEB - 4 2010

City of Portland



10 0075 1

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>10 Mayo Street</u>		
Total Square Footage of Proposed Structure/Area <u>3750</u>	Square Footage of Lot <u>3850</u>	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>22</u> <u>H</u> <u>23</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Blainor McGough</u> Address <u>26 Park St</u> City, State & Zip <u>Portland ME 04101</u>	Telephone: <u>207)615-3609</u>
Lessee/DBA (If Applicable) <u>Blainor McGough</u>	Owner (if different from Applicant) Name <u>Seaside Partners, LLC</u> Address <u>Box 3494</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>30.00</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>105.00</u>
Current legal use (i.e. single family) <u>vacant</u> Number of Residential Units <u>0</u> If vacant, what was the previous use? <u>daycare</u> Proposed Specific use: <u>Community Center</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Community Arts center w/ art studios, rehearsal space for theater, dance, art exhibits, performances</u>		
Contractor's name: _____ Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>Blainor McGough</u> Telephone: <u>207)615-3609</u> Mailing address: <u>26 Park St 04101</u> <u>10 Mayo 04101</u>		

RECEIVED

JAN 27 2010

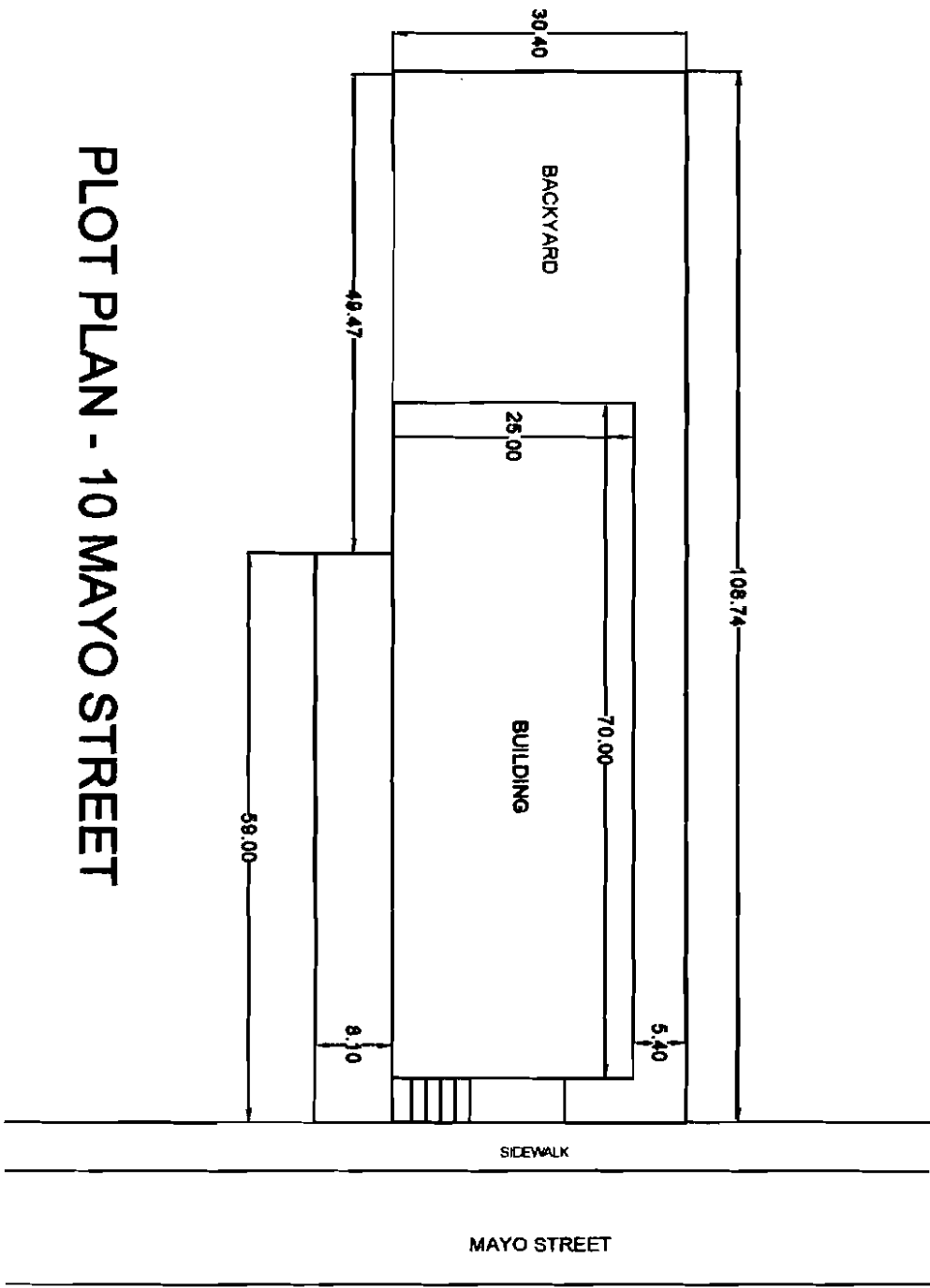
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

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

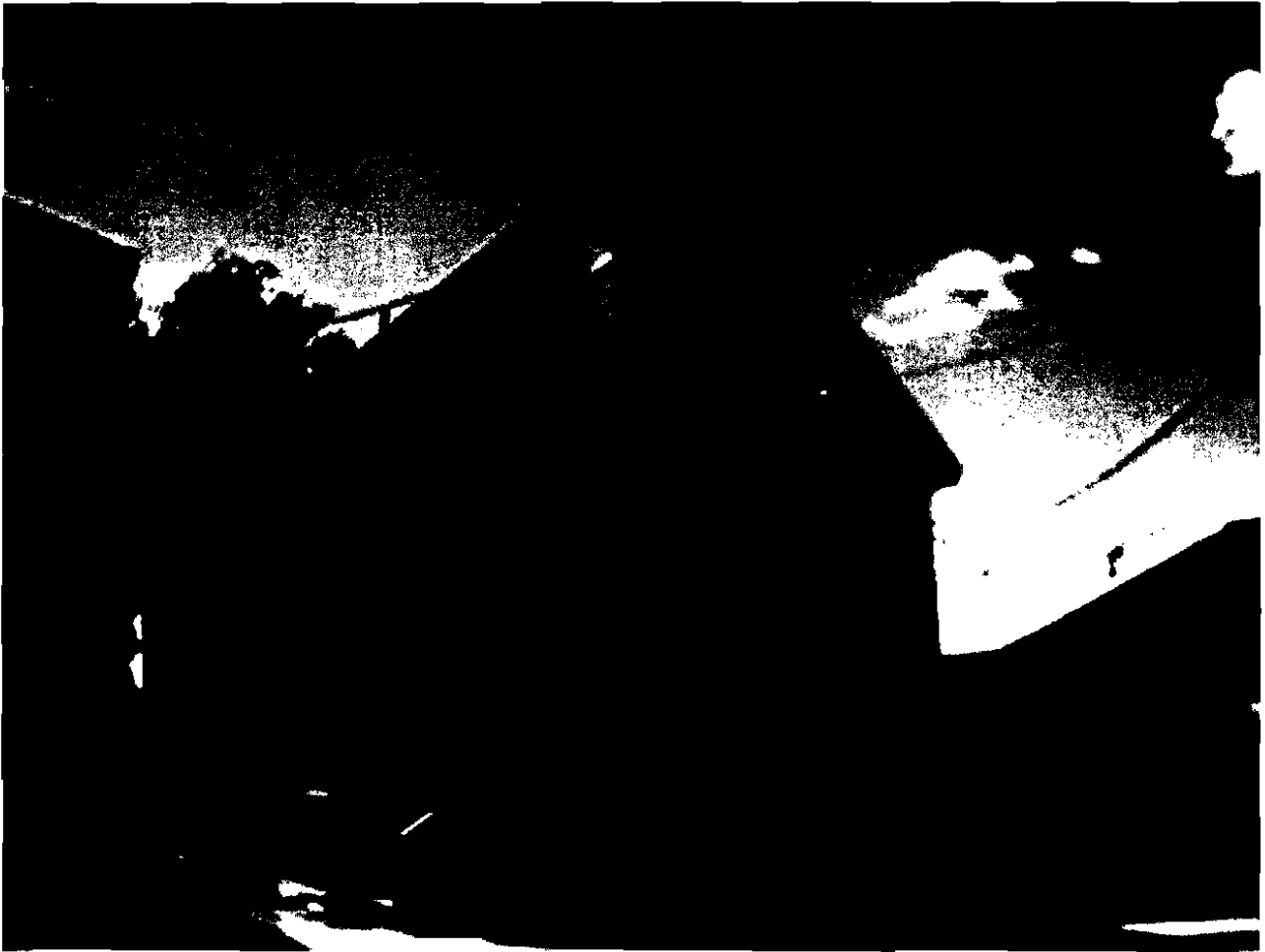
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

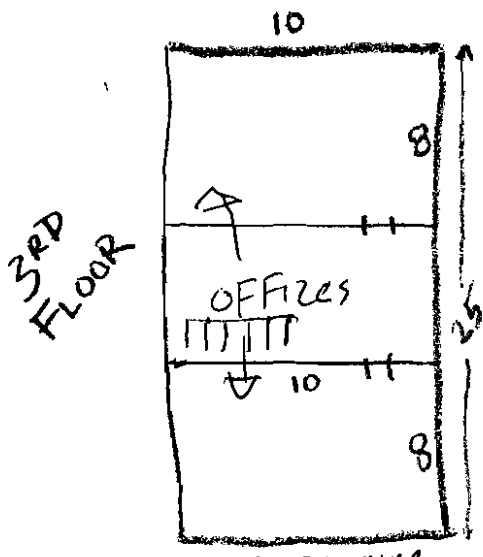
Signature: Blainor McGough Date: 1-24-10

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

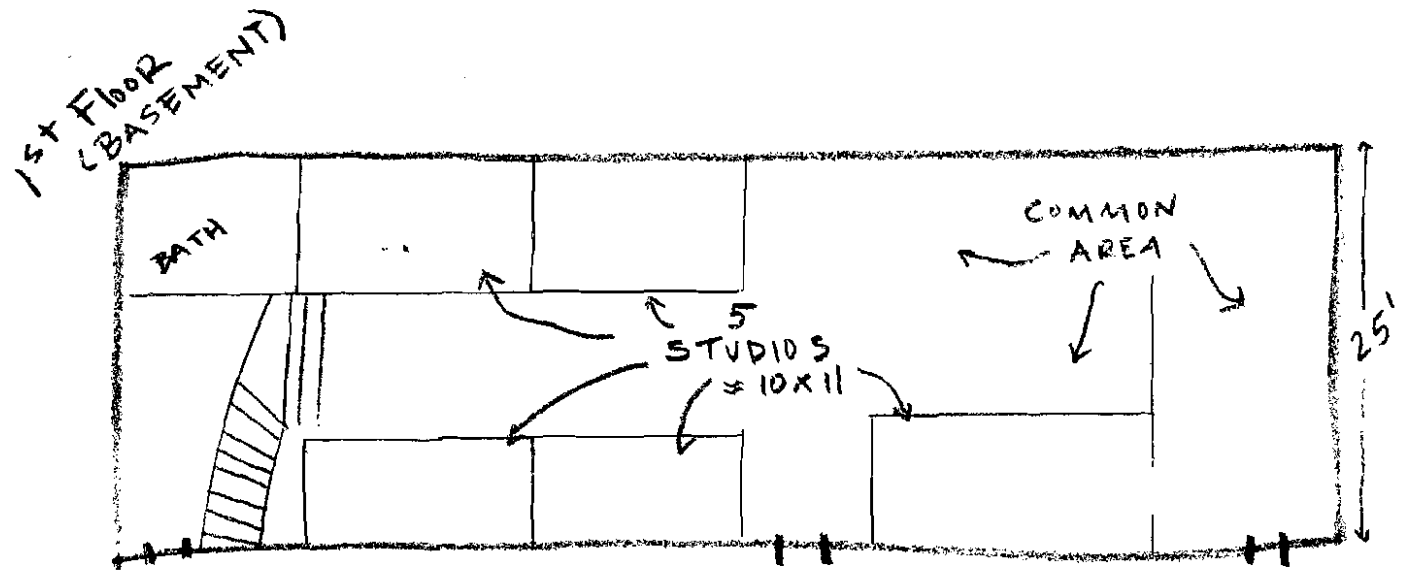
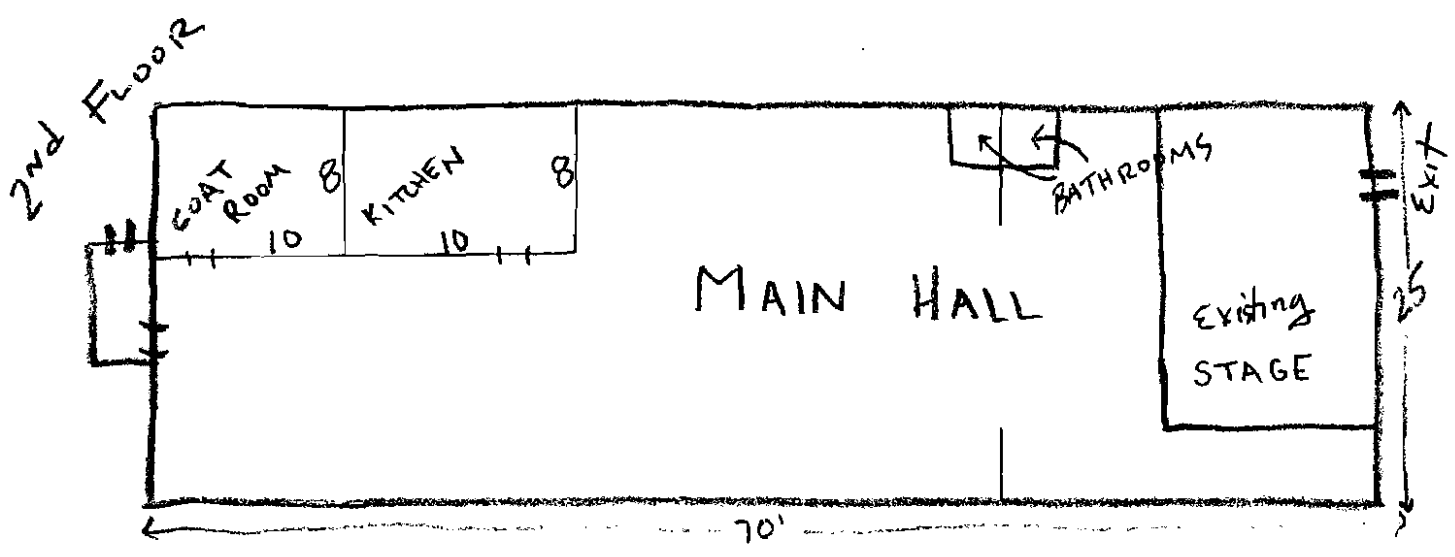


PLOT PLAN - 10 MAYO STREET



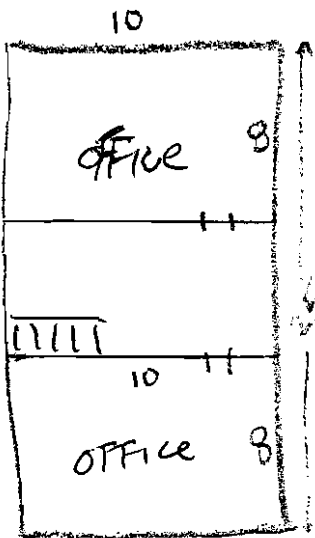


MEZZANINE
 ENCLOSE w/ window overlooking hall



FLOOR PLAN EXISTING

3RD FLOOR

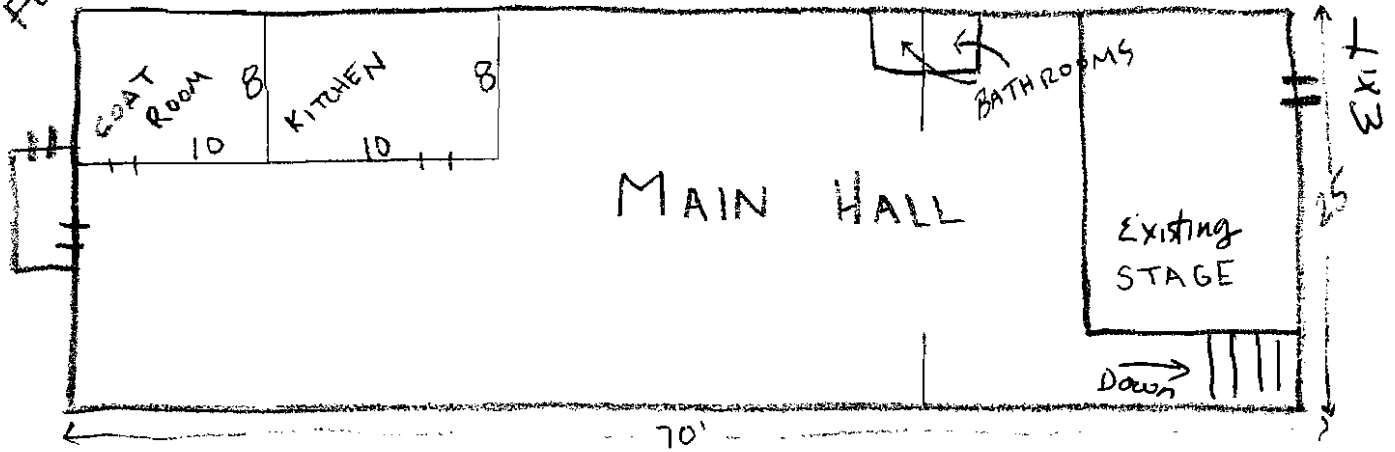


Mezzanine

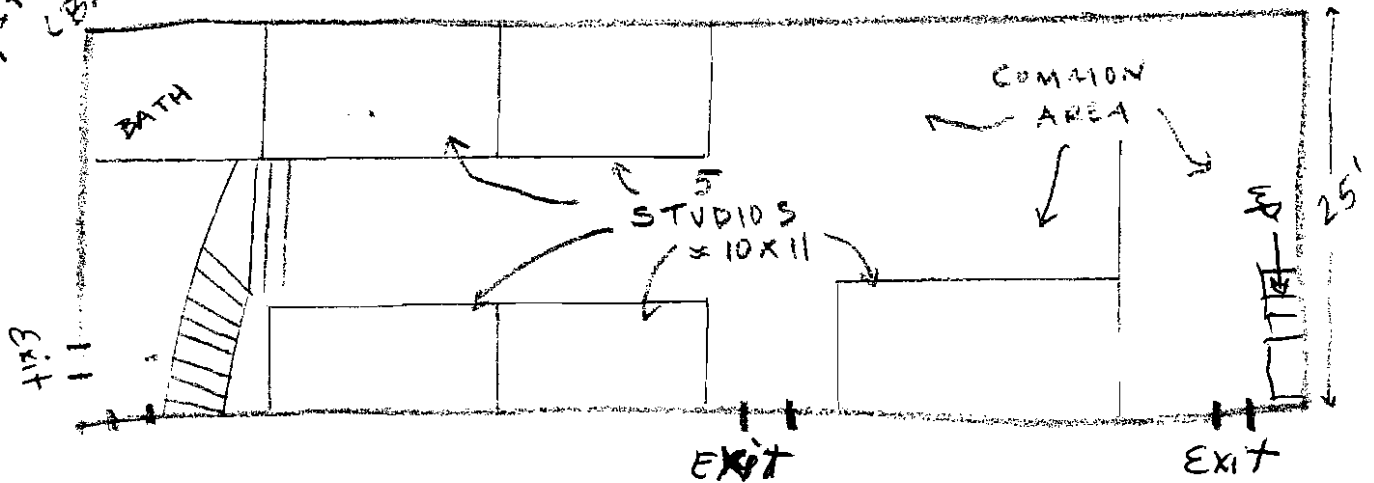
Enclosed w/window overlooking Hall

2/4/10
Notes per Tel/con
w/ Bainor
Seating diagram to
be worked out
at inspection
JMB

2ND FLOOR



1ST FLOOR (BASEMENT)



FLOOR PLAN PROPOSED (SAME)

LEASE

This lease is made as of this 1st day of February 2010 by and between **Seaside Partners, LLC** ("**Seaside or Landlord**"), a North Carolina limited liability company with an address of Box 3494, Portland, Maine, as Landlord, and **Blainor McGough**, with a principal place of business at 10 Mayo Street, Portland, ME, 04101 and mailing address *26 Park St* Portland, Maine 04102 as Tenant.

WITNESSETH:

1. **LEASE**: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord a space identified as Main Floor and Upper Floor, and the lower level floor of the building located at 10 Mayo Street, Portland, Maine (the "Premises").
2. **TERM**: The term hereof shall be 12 months beginning February 1, 2010 and ending Jan 31, 2011. So as long as the Tenant is not in default of this lease at the expiration of the term, hereof, and with the approval of the Landlord, Tenant shall have the option to renew for an additional one year term or hold over on a month to month basis at rental rates and other terms as agreed to with the Landlord at least thirty days prior to the expiration of the term of the lease. A 10% annual increase will automatically go into effect upon renewal.
3. **RENT**: The base rent shall be as follows:
\$965.00 per month February 1, 2010-Jan 31, 2011 ~~February 1, 2011~~

Tenant agrees to pay the monthly rent to Landlord or to such other persons as Landlord may direct and at such place as Landlord by notice in writing to Tenant from time to time may direct. Rent is due in advance on the 1st of the month. Rent received more than 10 days late shall be subject to a 5% late charge.

4. **UTILITIES**: Tenant shall pay for heat and electricity, water and sewer, telephone, data transmission & garbage removal, yard maintenance and snow removal.
5. **TAXES**: Landlord shall be responsible for payment of any real property taxes. Landlord shall not be responsible for any and all personal property taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

6. **QUIET ENJOYMENT:** The Tenant upon payment of the rent herein reserved, and upon performance of all the terms of this Lease, shall at all times during the Lease term and any extension thereof peacefully and quietly enjoy the leased property without unreasonable disturbance from the Landlord. Tenant acknowledges and agrees that Landlord, during the term of this Lease, may begin work on the exterior of the building, including but not limited to foundation repairs, roof repairs, and painting; provided, however, that safe access will be provided to the building.

7. **MAINTENANCE:**

A. The tenant shall keep the leased Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted. Tenant shall not do anything to cause the leased Premises or the activities therein to violate any municipal, county, state, or federal law, ordinance, or requirement, and shall promptly act upon any direction of any officer of competent authority. The Tenant shall permit no waste with regard to the Premises. **Tenant shall make no permanent improvements to the Premises without the prior written approval of the Landlord;** such approval shall not be unreasonable withheld. Any such permanent improvements will become the property of Landlord upon termination of this Lease for any reason. No work which Landlord permits Tenant to do pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises and shall prevent the filing of any mechanical liens against the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises or any portion thereof by reason of work, labor, services or material performed or furnished, or alleged to be performed or furnished, to Tenant or to anyone holding the leased Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged or bonded after being notified of the filing thereof; and, in addition to any other right or remedy the Landlord may have, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, together with interest thereon at one and one-half percent (1 1/2%) per month or any portion thereof, shall be due and payable by Tenant to Landlord as additional rent, provided, however, Tenant will be responsible for Landlord's aforesaid cost in discharging said lien only if Tenant has failed to bond off the same after Landlord's written demand that Tenant do so.

B. The Landlord shall keep the mechanical systems, and structural portions of the building of which the Premises are a part, which shall be defined to include exterior walls, foundation, floors, roof, and exterior glass, in good order and repair, and in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease provided, however, that any such maintenance made necessary by fault or neglect of Tenant

or the employees or visitors of Tenant shall be at the expense of the Tenant and Tenant shall pay all costs therefor.

C. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Articles 9 and 10 hereof and except in instances in which Landlord's work (as described in this paragraph) renders the Premises unusable for Tenant's use, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any such repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect. Tenant acknowledges and agrees that Landlord, during the term of this Lease, may begin work on the exterior of the building, including but not limited to foundation repairs, roof repairs, and painting; provided, however, that safe access will be provided to the building.

8. **INSURANCE**: Tenant agrees to and does hereby indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy of use by Tenant of the Premises and Building or any part thereof or any other part of the property, occasioned wholly or in part by any act or omission of Tenant, its officers, visitors, agents, contractors or employees. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons other than Landlord occupying space adjoining the leased Premises or any part of the Building, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leakage of electrical cable wires, water, gas, sewer, or steam pipes, or the leaking of the roof or exterior walls of the Building, or the seepage or flooding of ground or storm water into the Building. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Building as Tenant is given the right to use, at Tenant's own risk.

Tenant shall not discharge, dump, locate or store toxic or hazardous substances, materials or waste, in, on or about the Premises, nor will Tenant suffer or permit toxic or hazardous substances, materials or wastes to be discharged, dumped, located or stored in, on or about the Premises except for those used in the ordinary course of Tenant's business and then only in accordance with all applicable laws, regulations and ordinances. To the extent that such substances, materials or wastes, or any by-products thereof, are currently located upon the Premises in any state or quantities that constitute, or may constitute a violation of, or require reporting or other remedial action under any law, ordinance or regulation, or might pose a threat to health or the environment, Tenant agrees to remove the same and to take any action

required by Landlord or by any governmental entity or any statute, ordinance or regulation with respect to the investigation, abatement, cleanup or mitigation of any toxic or hazardous substances, materials or wastes on the Premises, and Landlord, at its option, upon Tenant's failure to take such action upon demand of Landlord or governmental agency, may retain such experts and consultants at the expense of Tenant and may take such action with respect to investigation, abatement, cleanup or mitigation of any toxic or hazardous substances, wastes or materials in, on or about the Premises, as Landlord deems reasonably advisable. Any cost incurred by Landlord with respect to the investigation, abatement, cleanup or mitigation of any toxic or hazardous substances, materials or wastes in, on or about the Premises may at Landlord's option be charged to Tenant's security deposit and, if the security deposit is insufficient, shall be repaid to Landlord within thirty (30) days after written demand therefor, along with replacement of said security deposit as provided for in this Lease and Tenant's continuing breach hereof or failure to pay said costs or restore said security deposit shall be grounds for Landlord to terminate this lease. Tenant shall defend, indemnify and hold harmless Landlord in all respects in regard to its obligations hereunder.

At all times after the execution of this Lease, Tenant will take out and keep in force, at its expense:

- a. public liability insurance, naming Landlord as an additional insured, including insurance against assumed or contractual liability, with respect to the Premises, to afford protection to the limit, for each occurrence, of not less than One Million Dollars (\$1,000,000.00) with respect to personal injury or death. Said insurance shall provide for coverage of other tenants in the Landlord's Building who might be harmed or injured, or suffer property damage, as a result of any activities caused by or occurring on Tenant's Premises. The insurance policy shall protect and hold harmless Landlord from any and all claims of other tenants in the Building who are harmed as described above.
- b. all-risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Premises by Tenant.

Upon request at each annual anniversary of this Lease, and at any other time reasonably requested by Landlord, Tenant shall provide certificates of insurance evidencing Tenant's compliance with the above provisions.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to

Landlord. Landlord agrees to carry throughout the term of this Lease public liability insurance, including contractual liability insurance, on the common areas of the Premises with a minimum combined coverage for bodily injury and property damage of One Million Dollars (\$1,000,000.00). Landlord also agrees to carry fire and extended coverage casualty insurance on the premises during the entire term of this lease, written by some reliable insurance company or companies authorized to do business in Maine.

9. **DAMAGE OR DESTRUCTION:** In case the Premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that in case the Premises shall be so badly damaged by fire or any other casualty that the Landlord shall not desire to rebuild, this Lease shall terminate at the Landlord's option, within 60 days of date of casualty, and rent shall be apportioned to the time of such termination. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including without limitation inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by Tenant, all of which damage shall be repaired and replaced by Tenant promptly, unless this Lease is terminated. Notwithstanding the foregoing, if the Premises are not restored completely by Landlord within sixty (60) days, Tenant may terminate the Lease upon giving written notice to Landlord, whereupon this lease shall thereupon be deemed to have terminated.
10. **CONDEMNATION:** In case the Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord except as to any portion awarded for the property of the Tenant other than the Premises themselves. In the event that thirty percent (30%) or more of the leased Premises itself is taken, either Landlord or Tenant shall have the right to terminate this Lease upon the giving of notice in writing thirty (30) days in advance of the proposed termination date. In the event this Lease shall not be terminated as provided herein, rent shall abate proportionately as to the part so taken.
11. **ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign, mortgage or encumber this Lease nor sublet nor permit the Premises or any part thereof to be used by others without the prior written consent of the Landlord in each instance, such consent not to be unreasonably withheld. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this lease, and in the case of an assignment, the assignee shall agree in writing with Landlord to be bound by and assume all the obligations of the Tenant under this lease.
12. **USE:** Tenant shall not use or occupy or permit the leased Premises to be used or occupied, nor do or permit anything to be done in or on the leased property, in a manner which will in any way violate any present or future laws or regulations of any governmental authority.

- 13 **SUBORDINATION**: This Lease shall automatically be subordinate to any mortgage deed, and/or other security indenture hereafter placed upon the Premises, and to any renewal, refinancing, modification, replacement or extension of such mortgage or security indenture or new security indenture, provided that the holder thereof agrees that so long as Tenant shall not be in default under this Lease, Tenant will not be disturbed from its peaceful, quiet enjoyment of the Premises. Tenant agrees to execute and deliver to landlord any instrument evidencing such subordination at any time and from time to time upon ten (10) days notice from Landlord.
14. **DEFAULT**: This Lease is made on the condition that if the Tenant shall fail to pay any rent provided hereunder, or shall fail to pay any other monetary obligation to Landlord as provided hereunder, within ten (10) days of its due date, or fail to perform any other obligation hereunder and such other failure shall continue for fifteen (15) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of this Lease as hereinabove provided, then and in any of said cases, notwithstanding any license of any former breach of covenants or waiver of consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate the Lease by notice in writing forthwith or on a date stated in said notice; (b) with or without process of law, enter into and upon leased Premises or any part thereof and repossess the same as of the Landlord's former estate; and (c) expel the Tenant and those claiming through or under the Tenant and remove its effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord all amounts then owing by Tenant to Landlord, and, in addition thereto, will during the remainder of the then-current term pay to Landlord on the first day of each calendar month the difference, if any, between the Base Rent, adjustments and percentage rent, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of such amounts being received by Landlord from occupants of the leased Premises, if any. Landlord shall make reasonable effort to secure a rent equal to the then-prevailing local rate for the Premises concerned. In addition, Tenant agrees to pay to landlord, as damages for any above-described breach, all cost of reletting the Premises including real estate commissions, costs of renovating the Premises to suit a new tenant, and costs of moving and storing Tenant's personalty and trade fixtures.

Tenant further agrees to pay and indemnify the Landlord against all legal costs and charges

including counsel fees reasonably incurred, in obtaining possession of the leased Premises after a default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the Lease or of enforcing any covenant or obligation of the Tenant herein contained.

All amounts due from Tenant to Landlord and not paid in a timely manner shall bear interest at the rate of one and one-half percent (1 1/2%) per month or any portion thereof.

15. **DEFAULT BY LANDLORD/SELF-HELP:** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to actual damages, Tenant hereby waiving all special, consequential and punitive damages.

In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a court of competent jurisdiction has so ruled. The acceptance of a check by Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

16. **ACCESS:** The Landlord and its officers, agents, or employees may enter the leased Premises at any reasonable time for the purpose of inspecting the property, showing it to prospective tenants, performing any work which the Landlord elects to undertake, or such other purposes as Landlord shall determine, provided same does not unreasonably interfere with the quiet enjoyment of Tenant.
17. **NOTICES:** Any notice or communication relating to this Lease shall be deemed duly given if in writing and either sent by certified or registered mail, return receipt required, postage prepaid or hand delivered to Landlord's office or Tenant's office.
18. **SIGNS:** Tenant shall not place or suffer to be placed or maintained on the exterior of the leased Premises or of the Building any sign, advertising matter or other thing of any kind, and will not place or maintain any decorations, letters or advertising matter on same or on the glass of any window or door of the leased Premises except in conformance with the design and signage ordinances of the City of Portland and with the prior written consent of the Landlord.

19. **BROKERS:** Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease.
20. **PARKING:** N/A
21. **SMOKING:** Tenant shall not permit its employees to smoke in the building. Those who smoke outside the building shall do so at least 50 feet away from the Premises and will properly dispose of any smoking materials.
22. **MISCELLANEOUS PROVISIONS:**
- a. Subject to the foregoing, the covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, expressed or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
 - b. If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective legal representatives, heirs, personal representatives, successors, and assigns.
 - c. Landlord and Tenant agree that this Lease shall not be recordable
 - d. If any provisions of this Lease or its application to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Lease shall be considered valid and enforceable, and effect shall be given to the intent manifested by the portion held invalid or unenforceable.
 - e. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of the rent.
 - f. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their

respective successors in interest. This Lease shall not be effective or binding upon any party until fully executed by both parties.

g. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof.

h. This Lease shall be governed by the laws of the State of Maine.

i. This Lease is subject in all respects to the terms and conditions of the Declaration, as the same may be amended, modified, superseded or replaced from time to time, and any rules and regulations promulgated thereunder, and such terms and conditions are incorporated herein by reference.

j. Authority of Tenant: If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the By-laws of said corporation, and that this Lease is binding upon said corporation.

k. Each party hereto, on behalf of itself and any party claiming under it, whether by subrogation or otherwise, releases and waives any claim or right of recovery against the other party hereto for any loss to the extent such loss is covered by said party's insurance and each party shall, where reasonably possible, procure an endorsement to all insurance policies whereby its insurer recognizes that the parties hereto have waived such rights of recovery.

l. Security Deposit: \$1200 shall be paid to the Landlord upon execution of this Lease to be held as security for the full, faithful and punctual performance by Tenant of all lawful covenants and conditions of this lease, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit. Upon termination of this lease the security deposit may at Landlord's discretion be used to pay for repair of any damage to the premises, and/or to pay any unpaid rent due Landlord from Tenant with the balance of the security deposit, if any, returned to Tenant.

m. Right of First Refusal: In the event that Lessor wishes to sell the premises during the term of this Lease, Lessor shall first offer the premises to Lessee by written notice containing the proposed terms of sale. Lessee shall either accept or reject those terms within 20 days of

notice. If accepted, an additional 30 days shall be permitted for closing; if not accepted, this right of first refusal shall terminate. This right of first refusal shall terminate upon breach of this lease by Tenant.

Seaside Partners, LLC
Landlord

By: 

its

Date

12/21/09

Tenant

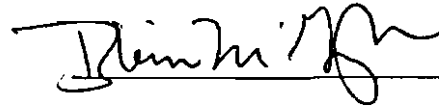
By: 

Date

12/21/09

GUARANTY

The undersigned hereby personally guarantees the full and faithful performance of all of Tenant's obligations under this lease, including, without limitation the payment of rent.



CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

ZONING BOARD APPEAL DECISION

To: City Clerk
From: Marge Schmuckal, Zoning Administrator
Date: January 8, 2010
RE: Action taken by the Zoning Board of Appeals on January 7, 2010.

Members Present: Phil Saucier (chair), Gordon Smith (acting secretary), Peter Coyne, Trish McAllister, and Sara Moppin.

Members Absent: Jill Hunter and William Getz

1. New Business:

A. Practical Difficulty Variance Appeal:

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6 Residential Zone: s seeking to change the use of the property to a community center. The appellant is requesting a variance in the minimum required lot size from 4,500 square feet to 3,850 square feet [section 14-139(1)(a)(10)]. Representing the appeal is the lessee, Blainor McGough. **The Board voted 5-0 to grant the practical difficulty appeal.**

B. Variance Appeal:

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6 Residential Zone: The appellant is requesting that the off-street parking requirement under section 14-332(w) be waived. Section 14-332(w) requires one off-street parking space for each 1,000 square feet of floor area for a community center which primarily serves people from the neighborhood. The space in the community center is 3,750 square feet, so four off street parking spaces are required. Representing the appeal is the lessee, Blainor McGough. **The Board voted 5-0 to grant the variance appeal.**

C. Conditional Use Appeal:

10-12 Mayo Street, Blainor McGough, lessee, Tax Map 022, Block H, Lot 023, R-6 Residential Zone: The appellant is seeking a Conditional Use Appeal under section 14-137(c)(7) to have a community center which serves the arts. Representing the appeal is the lessee, Blainor McGough. **The Board voted 5-0 to grant the conditional use appeal.**

Enclosure:

Agenda of January 7, 2010
Original Zoning Board Decision
One dvd

CC: Joseph Gray, City Manager
Penny St. Louis Littell, Director, Planning & Urban Development
Alex Jaegerman, Planning Division
T.J. Martzial, Housing & Neighborhood Services Division

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

R-6 Residential Zone Community Center

Conditional Use Appeal

DECISION

Date of public hearing: January 7, 2010

Name and address of applicant: Blainor McGough
10 Mayo St.
Portland, ME 04101

Location of property under appeal: 10 Mayo St.

For the Record:

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

Blainor McGough - Applicant

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

Findings of Fact and Conclusions of Law:

A. Conditional Use Standards pursuant to Portland City Code §14-137(c)(7):

The proposed use is a community center as defined in section 14-47: a building used for recreational, social, educational, health, culture, or similar activities and services, usually owned and operated by a public or nonprofit group or agency.

Satisfied Not Satisfied

Reason and supporting facts:

Proposed use is a cultural / arts center for community performances / use, per application + testimony of applicant; operated by non-profit

B. Conditional Use Standards pursuant to Portland City Code §14-474(c)(2):

1. There are unique or distinctive characteristics or effects associated with the proposed conditional use.

Yes No

Reason and supporting facts:

Applicant will be aware of neighbors in ~~the~~ holding events; no evidence that use will be different from other community center

2. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area.

Yes No

Reason and supporting facts:

No testimony that effects will be adverse; license reg'd from City for performances

3. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

Yes No

Reason and supporting facts:

See above.

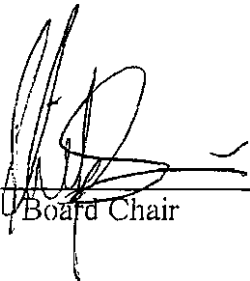
Conclusion: (check one)

Option 1: The Board finds that all relevant standards (1 through 7) described in section A above have been satisfied and that not all of the conditions (1 through 3) described in section B above are present, and therefore GRANTS the application.

Option 2: The Board finds that all relevant standards (1 through 7) described in section A above have been satisfied, and that while not all of the conditions (1 through 3) described in section B above are present, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

Option 3: The Board finds that not all relevant standards (1 through 7) described in section A above have been satisfied and/or that all of the conditions (1 through 3) described in section B above are present, and therefore DENIES the application.

Dated: 1.7.10



Board Chair