

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

# CITY OF PORTLAND

## BUILDING INSPECTION

### PERMIT

Please Read Application And Notes, If Any, Attached

**PERMIT ISSUED**  
 Permit Number: 051417  
 NOV 1 2005  
**CITY OF PORTLAND**

This is to certify that Metropolitan Apartments LLC Owner  
 has permission to Change of use from office space to retail  
 AT 439 Congress St L 027 B004001

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 given and when permission procured before this building or part thereof laid or construction used-in. **HEAR NOTICES REQUIRED.**

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

#### OTHER REQUIRED APPROVALS

Fire Dept. Greg Cass 10-27-05  
 Health Dept. \_\_\_\_\_  
 Appeal Board \_\_\_\_\_  
 Other \_\_\_\_\_  
 Department Name \_\_\_\_\_

*[Signature]*  
 Director - Building & Inspection Services  
 MIKE NUGENT

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 05-1417	<b>Date Applied For:</b> 09/29/2005	<b>CBL:</b> 027 B004001
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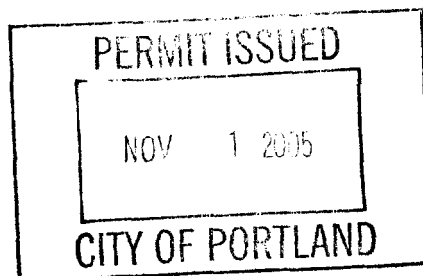
<b>Location of Construction:</b> 439 Congress St	<b>Owner Name:</b> Metropolitan Apartments Llc	<b>Owner Address:</b> 429 Elmwood Rd	<b>Phone:</b> ( ) 761-0832
<b>Business Name:</b>	<b>Contractor Name:</b> Owner	<b>Contractor Address:</b> Portland	<b>Phone:</b>
<b>Tenant/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	
<b>Proposed Use:</b> Commercial Retail		<b>Proposed Project Description:</b> Change of use from office space to retail.	

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 10/25/2005**Note:** 10/13/05 Gave back to Donna - there are no plans of any kind attached - no floor plans - she will call and get the appropriate plans  
10/24/05 received the permit back with more information attached      **Ok to Issue:** 

- 1) This property is located within a Pedestrian Activities District (PAD) which requires retail-like uses on the ground floor abutting a public access. All current windows can not be blocked or enclosed.
- 2) Separate permits shall be required for any new signage.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 4) The sound requirements listed under the B-3 business zone shall be met at all times. The level of sound shall not exceed fifty-five (55)decibels between the hours of 9:00 pm and 7:00 am, and sixty (60) decibels between 7:00 am and 9:00 pm. This office aggressively enforces the sound ordinance regulations.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Mike Nugent      **Approval Date:** 11/01/2005**Note:**      **Ok to Issue:**   
1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Cptn Greg Cass      **Approval Date:** 10/27/2007**Note:**      **Ok to Issue:**   
1) Applicant to insure retail space complys with NFPA 101.**Comments:**

10/13/2005-dmartin: Left voicemail for Michael Fink on 10/13 telling him that we need a floor plan for the zoning review. Putting permit on hold till we receive them./ dm



**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 05-1417	Issue Date: 09/29/05	CDL: 02" BOO4001
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Location of Construction: 439 Congress St	Owner Name: Metropolitan Apartments Llc	Owner Address: 429 Elmwood Rd	Phone: 761-0832
Business Name:	Contractor Name: Owner	Contractor Address: Portland	<b>CITY OF PORTLAND</b>
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B3

Past Use: Commercial/Office- Resource Hub	Proposed Use: Commercial Retail	Permit Fee: \$108.00	Cost of Work: \$0.00	(CEODistrict): 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>with Conditions</i>	INSPECTION: Use Group: <i>M</i> Type: <i>3B</i> <i>11/01/05</i>	

Proposed Project Description:  
Change of use from office space to retail.

Signature: *Greg Cross* Signature: *Ally C...*

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action:  Approved  Approved w/Conditions  Denied

Signature: Date: *10/25/05*

Permit Taken By: gad	Date Applied For: 09/29/2005	<b>Zoning Approval</b>
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <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"/> Date: <i>10/25/05</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> <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 Date: <i>AM</i>
	Date: <i>10/25/05</i>		

**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

# All Purpose Building Permit Application

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

Location/Address of Construction: 441 CONGRESS ST

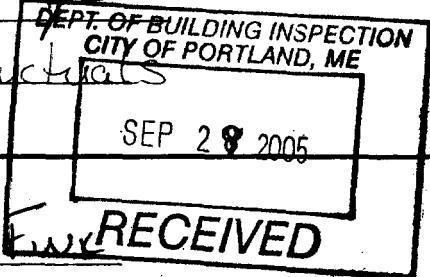
Total Square Footage of Proposed Structure  
2400 SQUARE FEET + Basement

Chart# <u>27</u> Assessor's Ch. <u>B</u> Block# <u>B</u> Lot# <u>4</u>	Owner: <u>Port Property Management Metropolitan LLC</u>	Telephone: <u>761-0832</u>
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Lessee/Buyer's Name (If Applicable) <u>MICHAEL G FINE</u>	Applicant name, address & telephone: <u>MICHAEL G FINE</u>	cost Of Work: \$ <u>0</u> Fee: \$ <u>105.00</u>
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Current use: Commercial Office  
If the location is currently vacant, what was prior use: RESOURCE HUB  
Approximately how long has it been vacant: SIX MONTHS

Proposed use: Commercial / Retail Job Structures  
Project description:



Contractor's name, address & telephone: Not Applicable  
Who should we contact when the permit is ready: MICHAEL G FINE  
Mailing address: PO Box 853 Portland ME 04104

We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up, PHONE: 318-1542

**IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.**

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

Signature of applicant: <u>[Signature]</u>	Date: <u>9/29/05</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

Cash

This lease may be executed in counterpart originals.

IN WITNESS THEREOF, the parties have hereunder set their hands and seals all on the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

LANDLORD  
Metropolitan Apartments, LLC

By: Russell Pierce

Manager

Witness

TENANT  
Mike Fink

By: Mike Fink  
Trustee Owner Copy Rite

Christine E. Tanguay  
Witness

9/30/05

Date

STATE OF MAINE CUMBERLAND, SS.

Personally appears the above-named, Russell Pierce, Manager of Metropolitan Apartments LLC and acknowledged the execution of the foregoing instrument to be his/her free and deed and the free act and deed of said Metropolitan Apartments, LLC

Before me.

Christine E. Tanguay  
Notary public/Attorney at Law

CHRISTINE E. TANGUAY  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES  
OCTOBER 4, 2005

Printed Name

STATE OF MAINE CUMBERLAND, SS.

9/30/05

Date

Personally appeared the above-named, Mike Fink, Owner of Copy Rite and acknowledges the execution of the foregoing instrument to be his free act and deed.

Before me.

Christine E. Tanguay  
Notary public/Attorney at Law

Printed Name  
CHRISTINE E. TANGUAY  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES  
OCTOBER 4, 2005

LEASE

This LEASE AGREEMENT made this 30<sup>th</sup> day of September 2005, by and between Metropolitan Apartments, LLC, a Maine Limited Liability Company with a place of business at 104 Grant St., Portland, ME 04101 (hereinafter called "Landlord"), and Michael G. Fink, DBA Copy Rite, with a mailing address of PO Box 853, Portland, ME 04104-0853 (hereinafter called "Tenant").

WITNESSETH

Article 1 PREMISES: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord the Premises of the first floor commercial space located at 441 Congress Street, Portland, Maine, consisting of approximately 2400 square feet of retail space and certain basement space below consisting of approximately 1500 square feet.

Article 2 Term: The Premises are leased for one (1) five (5) year term commencing November 1, 2005 and terminating 5 years after on October 31, 2010. Tenant shall have the right to renew this lease based on the terms defined in Article 3.1 below.

In the event Tenant shall continue in occupancy of the demised premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the terms of the lease, but occupancy shall, at the option of the landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect during the last year of the term, increased by ten (10%) percent prorated and payable month to month on the first of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the term thereof.

Article 3 Rent: The annual base rent for year 1, November 1, 2005 through October 31, 2006, shall be \$24,000 (\$2000 monthly). The annual base rent years 2 through 5 shall be:

Year 2 November 1, 2006-October 31, 2007	\$2000 monthly/\$24,000 yearly
Year 3 November 1, 2007-October 31, 2008	\$2100 monthly/\$25,200 yearly
Year 4 November 1, 2008-October 31, 2009	\$2200 monthly/\$26,400 yearly
Year 5 November 1, 2009-October 31, 2010	\$2300 monthly/\$27,600 yearly

Said rent shall be payable in advance the first day of each and every calendar month during the term of the lease and all rental payments shall be made to Port Property Management, 104 Grant St., Portland, ME 04101. Any rent payment received by the Landlord after the 10<sup>th</sup> of the month shall be subject to a 5% surcharge.

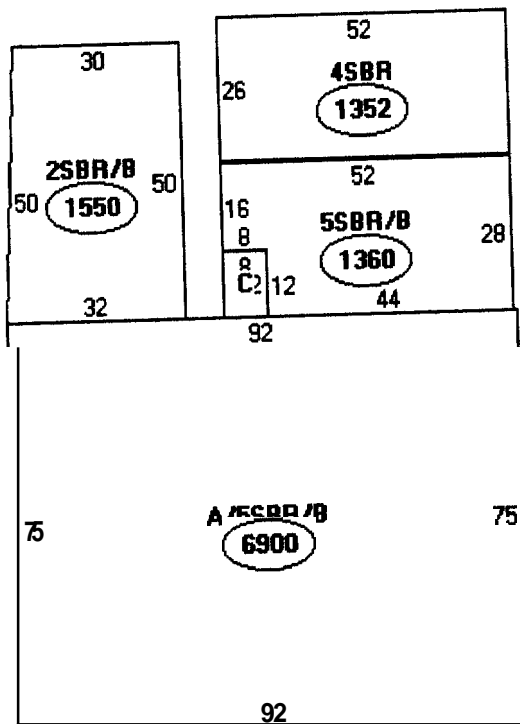
Article 3.1 Renewal: Tenant shall have the right to renew this lease for 1 (one) 5 (five) year term at a new "market rate" monthly rent at as determined by Landlord at its reasonable discretion. The renewal term shall commence the day following the expiration of the initial term of the lease. In order to exercise its right to renew, Tenant must give Landlord written notice of such exercise a minimum of 6 (six) months prior to the expiration of the initial term, provided, however, that the Tenant may not exercise its

Article 14 Use: **Tenant shall use** the Premises for retail sales of musical instruments, electronics, jewelry, pawn brokerage and a recording area. In no way shall this use disturb any other commercial or residential tenants in the building at any time.

Tenant shall not use nor sublease the Premises so as to cause a violation of any statute, ordinance or restriction of record. 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 Premises, in a manner which will in any way violate any present or future laws or regulations of any governmental authority.

Article 15 Subordination: Tenant shall, from time to time, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the Premises, and to any renewal, modification, replacement or extension of such mortgage of security indenture.

Article 16 Default: This Lease is made on the condition that if the Tenant shall fail to pay any rental or additional rental payment provided hereunder, or shall fail to pay any other monetary obligation on its due date to Landlord as provided hereunder, or fail to perform any other obligation hereunder and such other failure shall continue for five (5) 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 die, 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 assignment for the benefit of its creditor's, 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 the Lease as herein 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 breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this 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 as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the then-current term exceed the fair rental value of said Premises for the remainder of the original term and of any extensions thereof, and in addition to thereto, will during the remainder of then-current term pay to Landlord on the last day of each calendar month the difference, if any, between the rental, additional rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of the amounts being received by the Landlord from occupants of the leases Premises, if any, and the application prorated amount of damages previously paid to Landlord. The Landlord shall make reasonable



Descriptor/Area

- A: A/5SBR/B  
6900 sqft
- B: 2SBR/B  
1550 sqft
- C: 2SBR/B  
96 sqft
- D: 5SBR/B  
1360 sqft
- E: 4SBR/B  
1352 sqft

26 X 125 = 3250<sup>#</sup>



