

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0844	Issue Date: JUL 19 2004	CBL: 029 0002001
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PERMIT ISSUED

Location of Construction: 164 Middle St	Owner Name: 164 Realty LLC	Owner Address: Po Box 800 CITY OF PORTLAND	Phone: 46-4800
Business Name:	Contractor Name: Maine Properties, Inc.	Contractor Address: PO Box 368 Scarborough	Phone: 12078833753
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-3
Past Use: office space	Proposed Use: sandwich shop/deli	Permit Fee: \$132.00	Cost of Work: \$4,000.00
Proposed Project Description:		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>MM</i> Type: <i>3B</i>
		Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
		Signature: _____ Date: _____	
Permit Taken By: jodinea	Date Applied For: 06/21/2004	Zoning Approval	

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"/> Date: <i>OK 6/24/04</i>	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 Date: _____	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>see town to D.A.</i>
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7/12/04

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

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 040844
PERMIT ISSUED
JUL 19 2004
CITY OF PORTLAND

This is to certify that 164 Realty Llc/Maine Property, Inc.
has permission to build counter,shelves, add window
AT 164 Middle St 029 0002001

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 altered or closed-in. 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. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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Permit No: 04-0844	Date Applied For: 06/21/2004	CBL: 029 0002001
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Location of Construction: 164 Middle St	Owner Name: 164 Realty Llc	Owner Address: Po Box 800	Phone: () 846-4800
Business Name:	Contractor Name: Maine Properties, Inc.	Contractor Address: PO Box 368 Scarborough	Phone: (207) 883-3753
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: sandwich shop/deli	Proposed Project Description: build counter,shelves, add window
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Dept: Historical **Status:** Approved with Conditions **Reviewer:** Deborah Andrews **Approval Date:** 07/12/2004
Note: **Ok to Issue:**

- 1) * Window to be 1/1 double hung bronze aluminum-framed window. Window to fill the entire vertical opening as shown on the submitted photo, which shows the facade prior to application of dryvit. (See marked-up copy of photo attached).
- * Window to be recessed and surrounding dryvit to be finished similar to treatment of windows on abutting dryvit-sheathed party wall.
- * Window supplier to verify dimensions and placement of window with HP staff prior to installation.

Dept: Zoning **Status:** Approved **Reviewer:** Marge Schmuckal **Approval Date:** 06/24/2004
Note: **Ok to Issue:**

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 07/15/2004
Note: **Ok to Issue:**

- 1) No customer access is allowed in the "mezzanine"
- 2) Food prep limited to equipment as show on the plans, no open stoves, grills, fryolators or similar are allowed as there is no local exhaust system.

Dept: Fire **Status:** Approved **Reviewer:** Lt. MacDougal **Approval Date:** 07/19/2004
Note: **Ok to Issue:**

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Permit No: 04-0844	Date Applied For: 06/21/2004	CBL: 029 0002001
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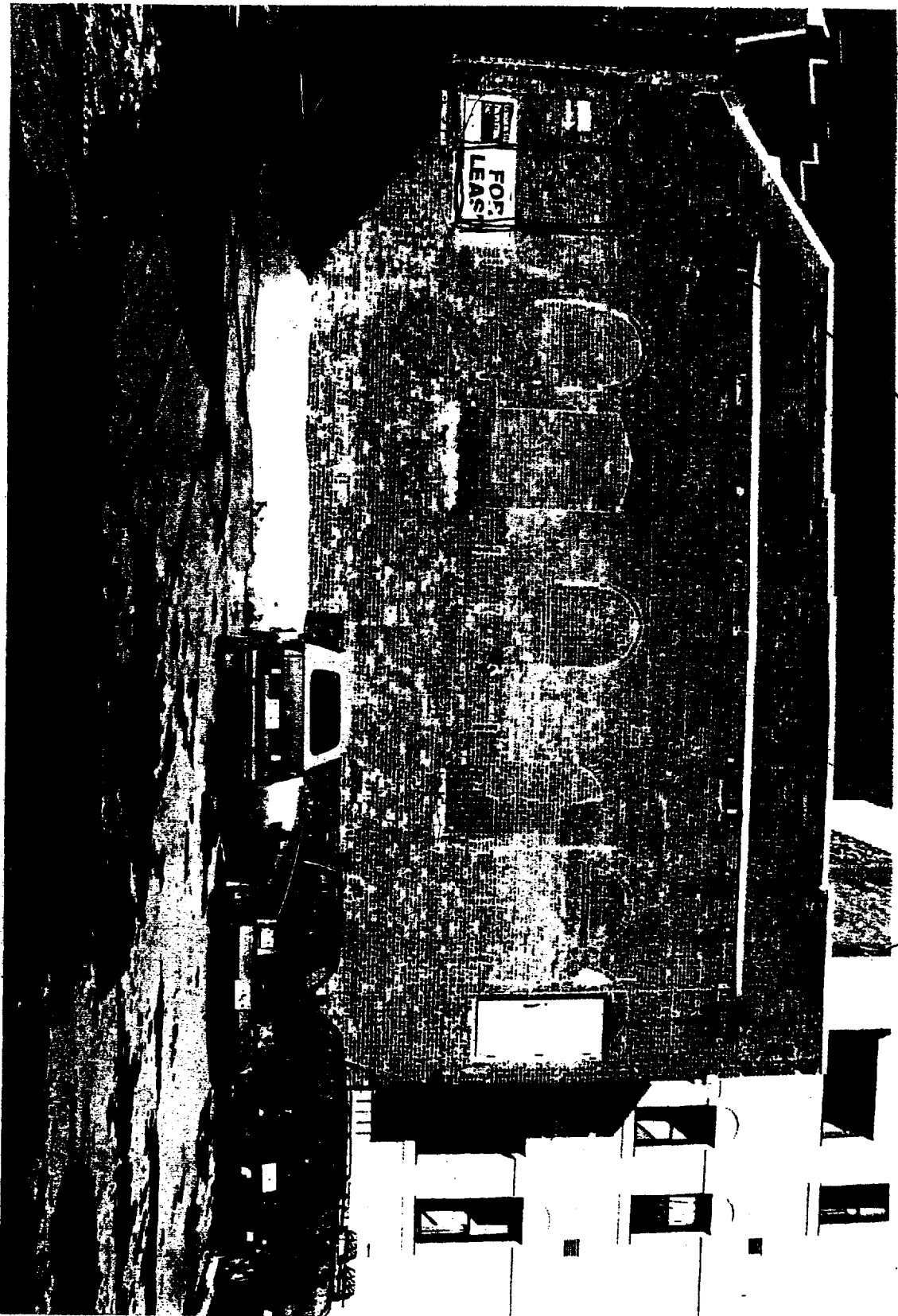
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 06/24/2004
Note:			Ok to Issue: ✓

Dept: Building	Status: Pending	Reviewer:	Approval Date:
Note:			Ok to Issue:



→ pin's & ampersand or per ampersand
HP amp 4/12/04

Revoir
Revoir

184 Realty, LLC.
184 Middle St Suite 3
Portland, ME 04101

For Lease:
the sign
2/

184 Realty, LLC.
184 Middle St Suite 3
Portland, ME 04101
above
816-4800

10: ~~184 Middle St~~
184 Middle St
Above: the see from
while talking about it's
directly

All Purpose 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: UNIT #5; 164 Middle Street		
Total Square Footage of Proposed Structure		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 029 0002001	Owner: 164 REALTY, LLC	Telephone: 846-4800
Lessee/Buyer's Name (If Applicable) Eric Monarch	Applicant name, address & telephone: 207-650-4492 Eric Monarch 164 Middle St unit #5 Portland ME 04101	cost Of Work: \$ 4,000* Fee: \$

sandwich shop / Deli

Contractor's name, address & telephone:

Who should we contact when the permit is ready: Eric Monarch

Mailing address: Same

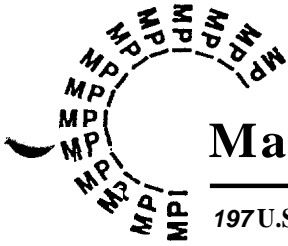
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: **650-4492**

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF ME 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 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 Eric Monarch	Date: 6/
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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



Maine Properties, Inc.

197 U.S. Route 1, P.O. Box 368, Scarborough, ME 04070-0368 207 / 883-3753 Fax a 207 / 883-2135

June 8, 2004

TO: Eric Monarch
164 Middle Street
Portland, ME

RE: Service Counter

Maine Properties Inc proposes to supply labor and materials to perform the following scope of work to construct service counter.

- 1) Construct an L shaped counter 8' x 11'
- 2) Front to be constructed out of 3/4" oak plywood
- 3) Back to be 2x4 construction w/ 1/2" AC plywood sides
- 4) 3/4" AC plywood adjustable shelves
- 5) Custom square edge countertop (must choose stock color)
- 6) One coat of stain and one coat of poly on customer side of cabinetry

Total Cost \$ 1,725.00

Prepared By: TRAVIS

Accepted By: _____

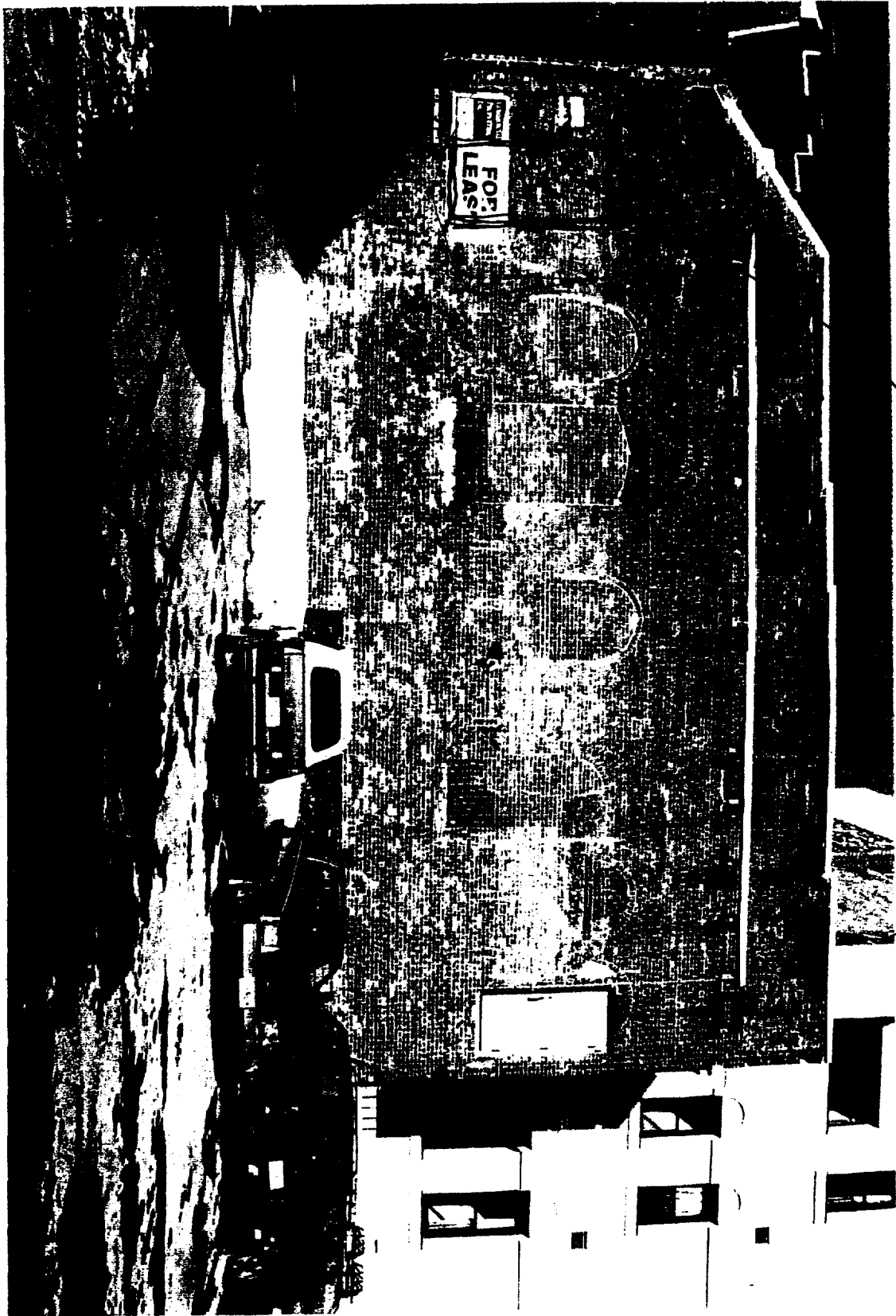
Date: 6/16/04

Date: _____

Thank you,

Travis Blake

Maine Properties Inc



← Dir's & approved or per approved
Approved 7/12/04

REMOVED
REMOVED

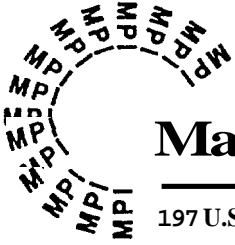
184 Realty, LLC.
184 Middle St Suite 3
Portland, ME 04101

FOR LEASE:
184
184

184 Realty, LLC.
184 Middle St. Suite 3
Portland, ME 04101
816-4800

Above: the sign is
we're talking about is
directly above

10: 184 Middle / #5
184



Maine Properties, Inc.

197 U.S. Route I, P.O. Box 368, Scarborough, ME 04070-0368 207 / 883-3753 Fax • 207 / 883-2135

June 8, 2004

TO: Eric Monarch
164 Middle Street
Portland, ME

RE: Window in brick wall

Maine Properties Inc proposes to supply labor and materials to perform the following scope of work to construct window in brick wall.

- 1) Remove 3' x 5' section of brick in first archway
- 2) Install terratone ~~vinyl~~ fixed window with center stile
- 3) Caulk exterior into brick
- 4) Cut sheetrock and interior wall for new brick opening
- 5) Trim interior w/ primed pine
- 6) Paint interior
- 7) Price includes using existing lentil in archway

Note:

Does not include **any** permits from town

Does not include the cost for a lentil above window if necessary

Total Cost \$ 3,575.00

Prepared By: TRAVIS

Accepted By: _____

Date: 6/16/04

Date: _____

Thank you,

Travis Blake
Maine Properties Inc

LEASE

THIS LEASE is entered **into as of** March ,2004 by and among

Eric Monarch, an individual residing at _____ Portland, Maine;
Old Port Market, LLC (?) Maine Limited Liability Corporation with
business address of **164** Middle Street, Suite 2; Portland, **ME, 04101** (Lessee); and

164 Realty, LLC., a Maine Corporation with a business
address of P.O. Box 800 Yarmouth, Maine **04096** (Lessor).

Article 1. Premises. Lessor hereby leases to Lessee a portion of Lessor's property at **164** Middle Street, in Portland, Maine (the Property), consisting of exclusive space at the rear of the Property together with improvements and HVAC **equipment, known as** the building's Unit #5 (the Premises) and the right to use with others the Property's passageways and baths abutting the Premises. For purposes of this Lease the premises are deemed to contain 1,500 square feet.

Article 2. Term. The term of this Lease shall be for a **period** of five (5) years commencing **May 1, 2004** and ending **April 30, 2009** unless sooner Terminated or Renewed.

Article 3. Rent. This Lease is intended to be a "Triple Net Lease" with the Lessee responsible for all expenses and costs attributable to the Premises and to Lessee's use and possession thereof

A. Base Rent. During the initial term, Lessee shall pay Lessor a Base Rent of \$120,000 (12x5x\$2,000) payable in advance weekly installments of \$462 on or before Tuesday of each week.

B. Additional Rent In addition to the Base Rent, Lessee shall pay Lessor within **30** days of presentation of any invoices **for** all charges incurred **or** attributable to the Lessee's occupancy since the inception of the Lease Term; including but not limited to:

1. Water **and** sewer usage attributable to the Premises;
2. Trash **and** garbage disposal;
3. Increases in real estate taxes attributable to the Premises; - ~~AA~~
4. Increases in property insurance attributable to the Premises; - ~~AA~~
5. Pro-rata share of maintenance and repair expenses attributable to the Property.

C. Overage Rent In addition to Base Rent and Additional Rent, Lessee shall pay Lessor within **60 days** following the end of the first Lease-term year, and thereafter within 60 days of each quarter Lease-term year, five percent (5%) of sales in excess of \$

Article 4. Security Deposit.

A. Cash Collateral With the signing of this Lease, Lessee shall deposit \$5,000 with

Lessor which Lessor may use to cure any default by Lessee under the terms of the Lease.

B. Other Collateral Upon completion of the renovations, Lessee shall grant Lessor a perfected first **security** interest in the furnishings, fixtures and equipment at the Premises **as well as** in contract rights related to the Premises, all as evidenced by the UCC-1's attached hereto **as Exhibit A**.

~~Article 5. Renewal. Lessee may extend the Term of this Lease for two (2) additional terms of Five (5) years each on the same terms and conditions as this Lease, except as to Renewal and Rent, by giving written notice to the Lessor 180 days prior to expiration of the Term; provided that Rental payments are current and that Lessee is not in default at the time notice is given. The Base Rent for the First Renewal Term shall be increased to \$_____ per annum and the Overage Rent shall be increased to 6% on sales in excess of \$_____. The Rent for the Second Renewal Term shall be negotiated.~~

Article 6. Permitted Uses. Lessee shall use the Premises for a "general store", including the provision of household staples and consumables, as well **as** for the preparation and "take-out" of food, and not for manufacturing or any illegal purpose, nor in violation of any governmental regulations, ordinances or administrative statements; nor in any manner to create any nuisance or trespass. IF any use of the Premises vitiates the insurance on the Premises **or** increases the rental insurance on the Property, then the Lessee shall either stop such a use or pay the extra insurance costs. There will be no outside display or storage of Lessee's property without Lessor's prior written permission.

Article 7 Acceptance of Premises; Alterations or Additions. By taking keys to the Premises, Lessee accepts the same **as** suitable for the use intended. The Lessee shall make no alterations whether structural or cosmetic to the Premises, without the Lessor's prior written consent, which shall not be unreasonably withheld. Any alterations or additions shall be at Lessee's expense.

Article 8. Maintenance and Repair. Lessee shall keep (and return at the Lease termination) the Premises and furnishings, fixtures, equipment and appurtenances (including lighting) in **as** good order, repair and condition **as** they are in at the commencement of the Term hereof, or may be put in thereafter, damage by fire or unavoidable casualty excepted.

Article 9. Access. Lessee agrees to permit Lessor or its agents to examine the Premises at reasonable times and, if Lessor shall so elect, to make any repairs Lessor may reasonably deem necessary and to permit Lessor to show the Premises to prospective purchasers, mortgagees and to prospective lessees of the Premises. Examinations and repairs shall be conducted so as not to unreasonably interfere with Lessee's use of the Premises.

Article 10. Utilities. Lessee covenants and agrees to pay all expenses for water and sewer, heat and electricity and any other expenses attributable to the Premises, including phone and internet expenses.

Article 11. Signs. Lessor shall not unreasonably withhold consent to one (1) door sign and a "banner" sign for purposes of identifying the presence of Lessee's business, provided that

that they comply with Lessors uniform signage plans for the Property.

Article 12. Insurance. Lessee shall **procure** and **maintain** during the term of this Lease comprehensive general liability insurance in the name of the Lessor and Lessee with limits of not less than \$1,000,000 for injury or death of any one person and not less than \$2,000,000.00 aggregate. Certificates of insurance, together with evidence of payment of premium, shall be furnished to the Lessor at Lessor's request. Lessee will not do or permit to be done anything in or about the Property which shall make void or voidable any insurance carried by the Lessor or the Lessee or increase or create extra premiums therefor and will pay the Lessor, on demand, **as** additional rental, the amount of any such increase or extra premiums on insurance carried by the Lessor.

The Lessor and the Lessee each hereby release the other from any liability for any loss or damage to the Premises or the Property and for injury to or death of persons occurring on the Premises or the Property or in any manner growing out of or connected with the Lessee's use and occupation of the Premises or the Property, whether or not caused by the negligence or other fault of the Lessor, the Lessee or their respective agents, employees, subtenants, licensees, invitees or assignees; provided, however, that this release (i) shall apply, but only to the extent that such loss or damage to the Premises or the Property or injury or death of persons is covered by insurance which protects the Lessor or the Lessee or both of them **as** the case may be; (ii) shall not be construed to impose any other or greater liability upon either the Lessor or the Lessee than would have existed in the absence hereof; and (iii) shall be in effect only to the extent and so long as the applicable insurance policies provide that this release shall not affect the right of the insureds to recover under such policies, which clauses shall be obtained by the parties hereto whenever available.

Lessor shall acquire fire, lightning and extended coverage insurance for the Property with the exception of those responsibilities that Lessee must insure against. Lessor shall maintain with respect to the Property and the associated common areas, walks and parking areas public liability insurance in at least the **same** amount **and** on the same terms as required of Lessee above.

Article 13. Trade Fixtures. All trade fixtures, counters, shelving and other furnishings and equipment installed by Lessee shall remain the property of Lessee; provided that Lessee gives Lessor's written notice of their installation and Lessee removes these trade fixtures and at the expiration of the Lease Term restores the Premises to its original condition, otherwise Lessor may elect to keep any improvements,

Article 14. Default. A default shall occur upon:

1. Non-payment of any Rent five (5) days after due date unless cured within five (5) days thereafter by full payment plus a late charge of 10% of the amount due.
2. Declaration of Bankruptcy or insolvency, or if Lessee files a voluntary petition for bankruptcy or reorganization under any applicable law, or if Lessee assigns its property for the benefit of creditors;
3. Non-performance or non-compliance with any other Lease term, which continues for **30** days after written notice specifying the default or if incurable

within **30** days, then Lessee's failure to proceed within 30 days to carry-out the curing diligently and within a reasonable **period** of time;

THEN, Lessor may elect to immediately, or any time thereafter (unless Lessor **accepts** Rent following a default under 14.1) terminate the Lease and initiate legal proceedings for quitting the premises, repossess the Premises, expel Lessee and those claiming through or under it, and remove its effects, and without prejudice to any other remedies for arrears of Rent or breach of contract. Lessee covenants that in such event it will indemnify the Lessor against **all loss of Rent and other payments** re-~~sonably~~ incurred by reason of such termination. Lessor agrees to use its best efforts to mitigate any damages caused by such breach.

Article 15. Assignment or Sublease. Lessee shall not assign this Lease, or any interest hereunder; nor shall Lessee sublet the Premises or any part hereof

Article 16. Lien Prevention. Not applicable.

Article 17. Subordination. Lessee agrees, and hereby subordinates this Lease to any mortgage or mortgages placed upon the Property or the Premises by Lessor, agrees to recognize any person acquiring title to the Premises as Lessor, and agrees to execute **and** deliver any appropriate instruments necessary to carry out the foregoing provisions.

Article 18. Operational Rules. The Lessee shall abide by all reasonable rules and regulations made by the Lessor for furthering the success of the Property following advance written notice to Lessee and an opportunity for a full discussion of the proposed rule and its impact upon Lessee's business.

Article 19. Miscellany

A. No Waiver. No failure of either **party** to exercise any right or **to** enforce any obligation, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's or Lessee's right to demand exact compliance thereafter.

B. Legal Fees. If Lessee defaults and any rent or other claims or damages are collected or enforced by an Attorney at Law or other approved collection agency, Lessee agrees to pay all reasonable attorneys' fees and all related costs of collection.

C. Entire Agreement Herein. **This** Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements between the **parties** not embodied herein shall be of any force or effect.

D. Severability. If any provision of this Lease be invalid or unenforceable, the remainder of this Lease or the application **of** such provision to persons or circumstances other *than* those as to which it **is** invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have entered this Lease **as** of the day and date first above written.

164 Realty LLC

By _____
M. F. Mastronardi, President

LLC

By: _____
Its _____
Eric Monarch Individually)