

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION

Permit Number: 060779 2006

CITY OF PORTLAND

This is to certify that NICHOLAS BRENDA S

as permission to Change of Use: Restaurant to retail store adding partition wall and 1 interior door.

AT 428 FORE ST 032 R001001

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

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

Notification of inspection must be given and when permission procured before this building or part thereof is leased or occupied. **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 _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0775	Issue Date: PERMIT ISSUED JUN 19 2006	CBL: 032 R001001
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Location of Construction: 428 FORE ST	Owner Name: NICHOLAS BRENDA S	Owner Address: 42 CHAMBERLAIN AVE	Phone: JUN 19 2006
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B3

Past Use: Commercial - vacant was Bingas	Proposed Use: Commercial Change of Use Restaurant to Retail stor (a boutique named Water Lily)	Permit Fee: \$39.00	Cost of Work: \$1,500.00	CEO District: 1
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See Conditions</i>	INSPECTION: Use Group: <i>0/m</i> Type: <i>3B</i> <i>6/19/06</i> <i>[Signature]</i>
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Proposed Project Description:
Change of Use: Restaurant to Retail store; adding partition wall and 1 interior door.

Signature: *Greg Lewis* Signature: *[Signature]*

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: dmartin	Date Applied For: 05/23/2006	Zoning Approval
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<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>Ok w/conditions</i> Date: <i>6/14/06</i> <i>ABU</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation <i>yes</i></p> <p><input type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p><i>Any exterior work requires a separate review! approval thru.</i> <i>This box presented in</i> <i>ABU</i></p> <p>Date: _____</p>
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CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0775	Date Applied For: 05/23/2006	CBL: 032 R001001
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Location of Construction: 428 FORE ST	Owner Name: NICHOLAS BRENDA S	Owner Address: 42 CHAMBERLAIN AVE	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial Change of Use Restaurant to Retail stor (a boutique named Water Lily)	Proposed Project Description: Change of Use: Restaurant to Retail store; adding partion wall and 1 interior door.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 06/14/2006
Note: **Ok to Issue:**
1) ANY exterior work requires a separate review and approval thru Historic Preservation
2) Separate permits shall be required for any new signage.
3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved **Reviewer:** Mike Nugent **Approval Date:** 06/15/2006
Note: **Ok to Issue:**

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 06/14/2006
Note: **Ok to Issue:**
1) All required suppression and detection systems shall be reviewed by licensed contractors to determine compliance with code.



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: 428 Forest / 37B Wharf St.		
Total Square Footage of Proposed Structure ?	Square Footage of Lot 870's ft.	
Tax Assessor's Chart, Block & Lot Chart# 32 R 001	Owner: Brenda Nicholas	Telephone:
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: Renee Garland 48 Grant St. #3 Portland, Me. 04101 (207) 266-9445	Cost Of Work: \$ 1500.00 Fee: \$ 39.00 C of O Fee: \$ 75.00
Current Specific use: Restaurant "Dingos Wings"	Vacant Space \$114.00	
Proposed Specific use: Retail - Bowharc - "Wah Lily"	Chgg USE - REST to RETAIL	
Project description: Building 1 3/4 Partition along back wall with 2x4 studs and one prehung door. w/ sheetrock. * Covering in 2 areas with sheetrock over existing paneling. as highlighted on plans.		
Contractor's name, address & telephone: Renee Garland 98 Grant St. #3 Portland 207-266-9445		
Who should we contact when the permit is ready: Renee Garland Mailing address: Same Phone: 266-9445		

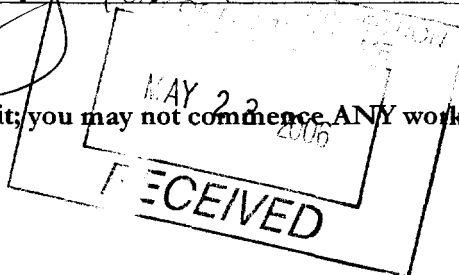
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

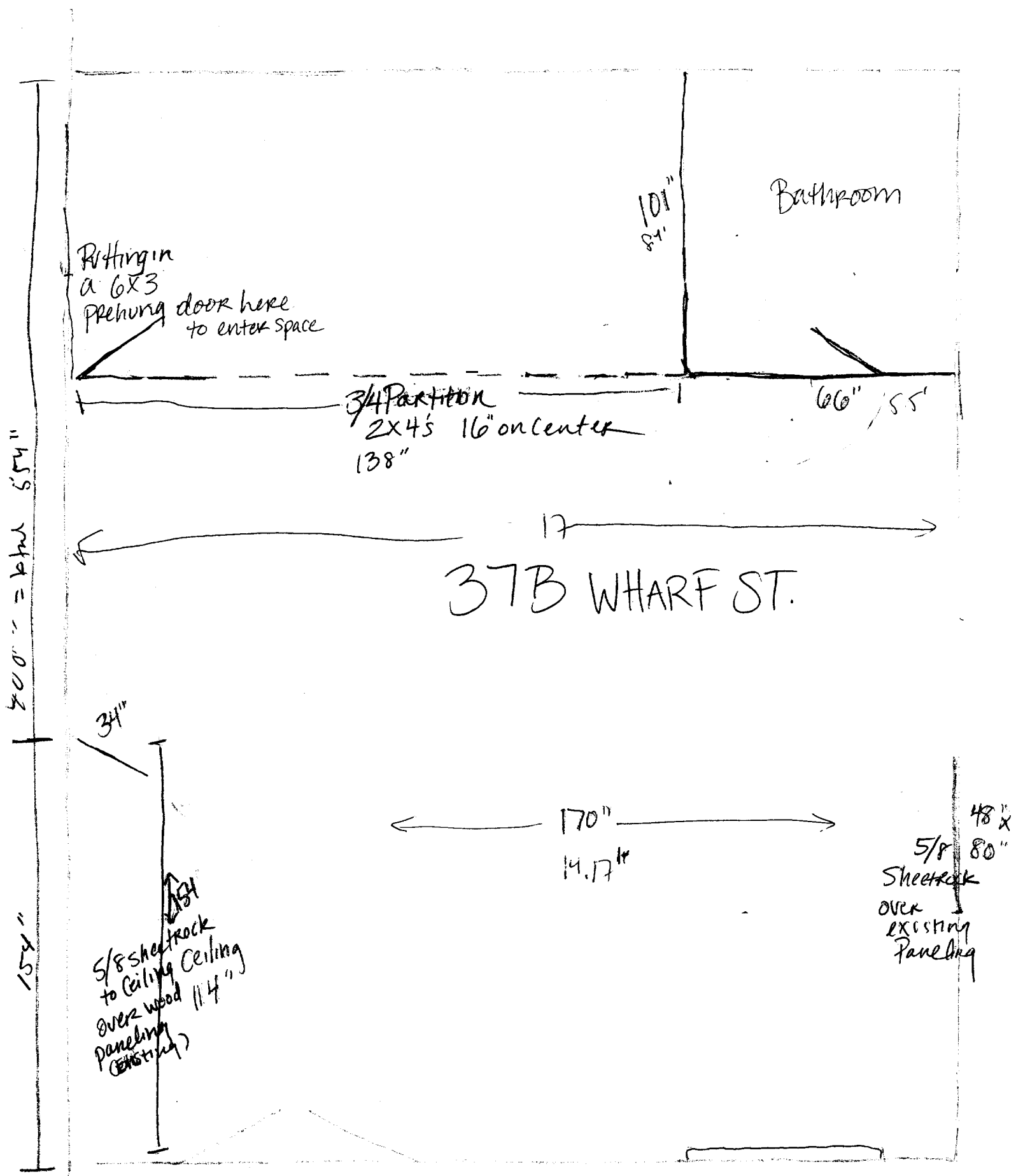
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room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

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

Signature of applicant: *Renee Garland* Date: 5/23/06

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





Renee Garland

LEASE SUMMARY PAGE

DATE OF LEASE:

This 17th day of May, 2006

LANDLORD:

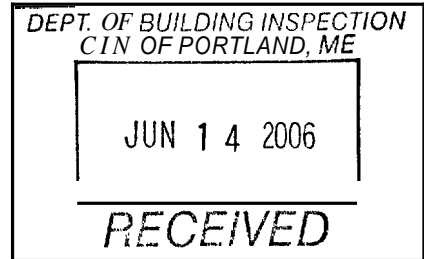
Brenda S. Nicholas
42 Chamberlain Avenue
Portland ME 04101

TENANT(S):

Renee ~~Garland~~, (dba) Water Lily Imports

(Address)

(City, State, zip)



GUARANTOR(S):

Renee ~~Garland~~

TERM:

Beginning **upon** execution of **this Lease** and **ending** April 30, 2009 at 5:00 PM.

OCCUPANCY DATE:

May 1, 2006.

RENT COMMENCEMENT DATE:

June 1, 2006. Rent shall be abated from Lease execution date until Rent Commencement date, June 1, 2006.

SECURITY DEPOSIT:

As provided in Paragraph 6 of this Lease.

ANNUAL BASE RENT:

As provided in Paragraph 3 of this Lease.

MONTHLY BASE RENT:

As provided in Paragraph 3 of this Lease.

LEASED PREMISES:

As provided in Paragraph 1c.

USE:

As provided in Paragraph 16 of the Lease.

LANDLORD/TENANT WORK:

Landlord - shall deliver the space in "broom clean condition." Landlord will assure functionality of the existing plumbing for the bathroom in the rear of the space, the electrical system and heating system.

Tenant - Any and all modifications to the demised premises by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior To commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances. Tenant agrees to complete all necessary work to get the space ready for occupancy including but not limited to installing new lighting, re-painting, refinishing the flooring, etc.

LEASE

This indenture of Lease made as of the ____ day of _____ 2003, by and between Landlord and Tenant.

WITNESSETH:

1. Lease.

- a. Demising Clause. Landlord hereby leases to Tenant, and Tenant hires ~~from~~ Landlord a portion of the Building as hereinafter defined.
- b. Description. "Building". The term "Building" shall refer to ~~the~~ Building in which the Leased Premises are located. The portion leased herein to Tenant is hereinafter referred to as the "Leased Premises" and is more particularly described in subparagraph c below. The Building is the building located on that parcel of real property, which is described as: A ~~certain~~ lot or parcel of land, with the buildings thereon, situated at 428-430 Fore Street in the City of Portland, County of Cumberland and State of Maine, being the same premises as described in a deed dated March 31, 1933 recorded at the Cumberland County Registry of Deeds in Book 1417, Page 89, excepting therefrom the ~~certain~~ strip of land, commonly called Wharf Street, located in said City of Portland between Dana and Union Streets, taken by eminent domain on October 20, 1978, recorded at said registry of deeds in Book 4336, Page 83.
- c. Description. "Leased Premises." The "~~Leased~~ Premises" is deemed to contain 875 square feet, more or less, of retail space consisting of one floor of the Building described above, viz: As viewed from Wharf Street, and looking toward the building, the left side one half of the Wharf Street level of the building, with its entrance on Wharf Street. Tenant acknowledges that Landlord may change the shape, size, location, number and extent of the improvements to any portion of the Building without consent of Tenant and without affecting Tenant's obligations hereunder provided. Landlord reserves the area beneath and above the Building and above and below the Tenant occupied space as well as the exterior thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, and structural elements leading through the Leased Premises serving other parts of the Building as well as fire stairs connecting all floors of the building. Such items may be ~~conceded~~ by walls, flooring, chases, conduits, or ceilings or exposed. Such reservation in no way affects the maintenance obligations imposed herein.
- d. Covenants, Conditions and Restrictions. The parties agree that this Lease is subject to the effect of (1) any covenants, conditions, restrictions, easements, mortgages or deeds of trust, ground leases, rights of way of record, and any other matters or documents of record; (2) any zoning laws of the city, county and state where the Building is situated; and (3) general and special taxes not delinquent. Tenant agrees that as to its leasehold estate, Tenant and all persons in possession or holding under Tenant, will conform to and will not violate the terms of any covenants, conditions, or restrictions of record which may now or hereafter encumber the property (hereinafter the "restrictions"). This Lease is subordinate to the restrictions and any amendments or modifications thereto.

2. Term of Lease. The term of this Lease shall be for a period of three calendar years with Tenant Occupancy Date on May 1, 2006. The rent commencement date shall be June 1, 2006.

3. Base Rent.


- a. Tenant covenants and agrees to pay Landlord, at Landlord's office or at such other place as Landlord shall from time to time designate in writing, base rent for the Leased Premises, which base rent shall be adjusted as provided below. Rent or other payments shall be paid monthly in advance from the first day of each and every calendar month at the rates set forth below and proportionately at any such rate for any such partial month or year as the case may be.

	Annually	CAM	Monthly
Year 1:	\$18,000.00	\$0	\$1,500.00
Year 2:	\$18,720.00	\$0	\$1,560.00
Year 3:	\$19,468.00	\$0	\$1,622.00
Year 4:			
Year 5:			

underwhich the Lease is **currently** in effect, for the time the Tenant thus remains in possession, and in addition thereto, **shall** pay the Landlord for all damages, consequential as well as direct, **sustained by reason** of the Tenants retention of possession, If the Tenant remains in possession of the **Premises**, or any part thereof, **after** the termination of the lease term, Tenant shall be bound to **all** the provisions of **this** agreement.

29. **Force Majeur.** Landlord **shall** have no liability for **any** matters **under this** Lease that **are occurring by** reasons beyond the **control** of Landlord, including, but not limited to, acts of war, terrorism, vandalism, or other **criminal** activity, **acts of God**, strikes, work stoppages or delay of any third parties contracted **by** Landlord.

LANDLORD:



By: Brenda S. Nicholas
Its: Owner

TENANT(s):



By: Renee Garland
Its: Owner

WITNESS)



By: _____

Title: _____