

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-05-1085-CH OF USE	Date Applied: 5/17/2011	CBL: 032 - - R - 008 - 001 - - - - -	
Location of Construction: 446 FORE ST	Owner Name: OLD PORT RETAIL HOLDINGS LLC	Owner Address: 101 RICHARDSON ST BROOKLYN, NY - NEW YORK 11211	Phone:
Business Name: Isamax Snacks, Inc - "Wicked Whoopies" - David Bouchard	Contractor Name:	Contractor Address: 1 Commonwealth St, Gardiner, ME 04345	Phone: 582-0125
Lessee/Buyer's Name:	Phone:	Permit Type: CHUSE-COMM - Change of Use Commercial	Zone: B-3
Past Use: Bar (Diggers/Liquid Blue) on 1 st floor	Proposed Use: To Change the use of the ground and basement from a bar to a restaurant/retail bakeshop for Wicked Whoopies	Cost of Work: \$1,000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: M Type:
		Signature: <i>[Signature]</i>	Signature:
Proposed Project Description: 446 Fore St- change of use with minor alterations		Pedestrian Activities District (P.A.D.) 5/23	

WITHDRAWN

Permit Taken By: Lannie	Zoning Approval
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>OK with conditions</i> <i>5/19/11</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 <i>within</i> <input type="checkbox"/> Not in Dist 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>Any exterior work requires a separate review and approval</i>
	CERTIFICATION		

WITHDRAWN

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	PHON



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>446 Fore St, Portland</u>		
Total Square Footage of Proposed Structure/Area <u>1800 SF</u>		Square Footage of Lot <u>Bob Size 7,146 SF</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>David Bouchard</u> Address <u>1 Commonwealth St</u> City, State & Zip <u>Gardiner, ME 04345</u>	Telephone: <u>207-582-0125</u>
Lessee/DBA (If Applicable) <u>Isamax Snacks LLC</u> <u>1 Commonwealth St</u> <u>Gardiner, ME 04345</u>	Owner (if different from Applicant) Name <u>Old Port Retail Holding LLC</u> Address <u>101 Richardson St</u> City, State & Zip <u>Brooklyn NY, 11211</u>	Cost Of Work: \$ _____ C of O Fee: <u>\$30 + 75</u> Total Fee: \$ <u>105</u>
Current legal use (i.e. single family) _____ If vacant, what was the previous use? <u>Bar</u> Proposed Specific use: <u>Retail Bakery - 24 seats - restaurant - selling baked goods.</u> Is property part of a subdivision? _____ * If yes, please name _____ Project description: <u>Space will be used as a retail bakeshop for Wicked Whoopies.</u> <u>or (selling baked goods.)</u>		
Contractor's name: _____ Address: _____ City, State & Zip: _____ Telephone: <u>582-0125</u> Who should we contact when the permit is ready: <u>David Bouchard</u> Telephone: _____ Mailing address: <u>See above</u>		

*24 seats
stated*

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: [Signature] Date: 5/17/11

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

RECEIVED

MAY 17 2011

Dept. of Building Inspections
City of Portland Maine

LEASE AGREEMENT

LEASE, made the day of 2011 between Old Port Retail Holding LLC, a Delaware Limited Liability Company (hereinafter referred to as "Landlord"), having an office c/o KND Management Co. Inc., 101 Richardson Street, Brooklyn, New York 11211, and ISAMAX SNAKS BAKERIES INC. a Maine Corporation, (hereinafter referred to as "Tenant"), having an office at 1 Commonwealth Avenue, Gardiner, Me 04345.

WITNESSETH

For and in consideration of the covenants herein contained, and upon the terms and conditions herein set forth, Landlord and Tenant agree as follows:

1. **DESCRIPTION.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the space (hereinafter, together with all improvements, fixtures and equipment which are or shall become attached thereto, called the "Demised Premises" or "Premises") located on the ground and basement floors of 446 Fore Street, Portland Maine, 04104 (hereinafter called the "Building"), as shown on the plan annexed hereto as Exhibit A which has been accepted by Landlord and Tenant.

2. **TERM.** The term of this Lease shall be for a period of three (3) years (or until sooner terminated as herein provided), commencing on the 1st day of June, 2011 (the "Commencement Date") and ending on the 30th of May, 2014 (the "Expiration Date") which period shall hereinafter be referred to as the "Term".

(B) Tenant shall have 30 days from the date this Lease is executed to obtain a change of use for its intended use as provided for herein from the City of Portland. If for any reason the Tenant is unable to obtain the change of use, it shall have a onetime right to cancel this lease by giving of written notice to Landlord on or before the 40th day following the execution date of the Lease (time being of the essence) and in such case this Lease shall be made null and void and of no further effect and Landlord shall return any deposit previously paid by Tenant within 5 days thereafter.

3. RENT.

(A) **BASE RENT.** The Tenant shall pay to the Landlord during the term of this Lease basic rent (herein "Rent" or "Basic Rent" or "Base Rent") as shown in the table below.

<u>From</u>	<u>To</u>	<u>Monthly</u>	<u>Annually</u>
June 1st, 2011	May 30th, 2012	\$3,600.00	\$42,000.00
June 1st, 2012	May 30th, 2013	\$3,700.00	\$44,400.00
June 1st, 2013	May 30th, 2014	\$3,900.00	\$46,800.00

The rent shall be payable in advance on the first day of each calendar month during the term. If either the first or last month of the term of this Lease should commence or end on a day other than the first day or last day, respectively, of the month, a proportionately lesser sum of basic rent and additional rent shall be paid in accordance with the provisions of the Lease herein

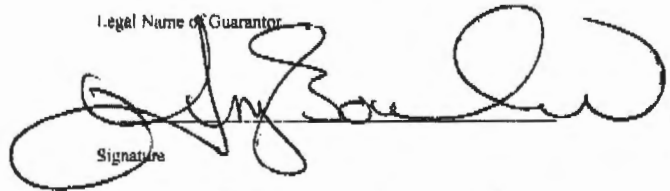
- 7. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.
- 8. All of the terms, agreements and conditions of this Guaranty shall extend to and be binding upon Guarantor, and the heirs, executors, personal administrators, and/or successors and assigns of Guarantor and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns.
- 9. The use of the singular herein shall include the plural and the use of any gender shall include all genders or neuter as the case may be. This Guaranty is entered into in the State of Maine and shall be governed by and construed in accordance with the law of the State of Maine.
- 10. All notices under this Guaranty shall be delivered by certified mail, return receipt requested, or via facsimile to the address of the Guarantor as set forth.
- 11. If any provision of this Guaranty or the application thereof to any person or circumstances shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Guaranty and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Guaranty shall be construed without regard to any presumption or other rule requiring construction against the party causing this Guaranty to be drafted.
- 12. Landlord expressly reserves its rights and remedies, including its rights and remedies arising under the Lease and nothing set forth herein shall be deemed to constitute a waiver of those rights and remedies.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this ____ day of _____, 2011 ____.

GUARANTOR:

TSAMAX SNACKS Inc.

Legal Name of Guarantor



Signature

Witness to Guarantor

Amy Bouecharde
NAME/TITLE President

Legal Name of Guarantor



City of Portland, Maine
Inspections Division
Inspection Schedule by Inspector
Appointment Date Between 1/1/2008 And 6/2/2011

Inspector Jeanie Bourke

Date	Type	Address	Parcel	Census	AppID	Reached	ETA
11/19/2009	Inspection	Dist1 446 FORE ST	032 R008001	3		Y N LM	10:30 AM
Comments: Meeting requested by potential new leasee to review building, lifesafety and food code issues prior to BP and occupancy contact is Heather or Claude @ 829-4203 or 233-8916							
Outcome: Met with Ben W. and prospective tenant to review codes, will need permit to fit up. Discussed use of 2nd floor for dance room, there are 2 egresses (fire escape/interior exit enclosure). Fire escape needs new door and crash hardware. The rear communicating stair can be open. Second floor elevated floor section has 9" tread, needs 11" min. Need to infill out of service door with studs and SR, repair all misc. Voids/holes in SR walls/ceilings, need electrician to rewire or protect wiring, some E-lights have been painted over can be removed and capped as redundant. Proposing to remodel womens bathroom in basement and will need to add 2 bathrooms on 1st floor as this space is now separated from the adjacent assembly use and there are only bathrooms in the basement, too many levels if on the 2nd floor. The former pass thru needs to be rated 1 hour. Need another hand wash in the bar area. New DW in bar area. Basement kitchen shall not be used, it may be a phase 2 permit. The plan is to have food via a catering business. The front double doors swing out over the sidewalk and need new egress hardware. They may need to recess the doors in order to not swing over the sidewalk as the doors are required to swing in the direction of travel. 3/8/10 New leasee requesting inspection with Boulous Management, emailed these notes to Nate Stevens at Boulous. The front doors will be inspected today by Deb Andrews in historic for her input and I spoke with Mary C. In legal about the liability issues with doors projecting into the right of way, .../JMB							

Date	Type	Address	Parcel	Census	AppID	Reached	ETA
03/09/2010	Inspection	Dist1 446 FORE ST	032 R008001	3		Y N LM	3:00 PM
Comments: Meet manager from Boulous Co. And Tony Sloboda (prospective tenant) to review the code issues required prior to occupancy.							
Outcome: 3/8/10 Received email from Deb A. That she said recessing the doors would be an acceptable change to the facade pending her review. 3/9/10 Met with Nate S., Paul, Tony and Heidi. Reviewed issues from previous inspection. This tenant wants to use the kitchen and serve food. The hall to the kitchen and all areas used for food prep, storage, transport shall have non porous, smooth and easily cleanable surfaces. All ceilings shall be finished surface and the electrical wiring shall be inspected and properly secured by a master electrician. The entrance to the kitchen is not allowed to remain, it is not safe and does not meet codes for width and stairs. They will decide how to proceed, permits will be required for this work.							