

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

BUILDING PERMITS

PERMIT

PERMIT ISSUED

Please Read Application And Notes. If Any, Attached

This is to certify that NEW SYSTEMS REALTY LLC
has permission to Change of use from Laundry to Artist Studio
AT 78 PARRIS ST EP 034 F605001

NOV - 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 finished-in. 24 HOURS 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. CRPT. R. Fontaine
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

James Burke
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: 10-1300	Issue Date:	CBL: 034 F005001
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Location of Construction: 78 PARRIS ST (82 PARRIS)	Owner Name: NEW SYSTEMS REALTY LLC	Owner Address: PO BOX 2	Phone:
Business Name: Geoff Herguth Design	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Geoff Herguth	Phone: 207-653-1565	Permit Type: Change of Use - Commercial	Zone: B-7

Past Use: Commercial - Laundry	Proposed Use: Commercial - Artist Studio - Change of use from Laundry to Artist Studio	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 1	
Proposed Project Description: Change of use from Laundry to Artist Studio - Sculpting, primarily w/ metal (welding)		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: F-1 <i>Mixed use</i> Type: DBL-2003		
		Signature: <i>(Signature)</i>	Signature: <i>JMB 11/4/10</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: Idobson	Date Applied For: 10/18/2010	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.

PERMIT ISSUED

NOV - 4 2010

City of Portland

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"/> MDM <input type="checkbox"/> Date: <i>10/22/10</i> <i>JKM</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 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>AGU</i>
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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

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-1300	Date Applied For: 10/18/2010	CBL: 034 F005001
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Business Name: Geoff Herguth Design	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Geoff Herguth	Phone: 207-653-1565	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Artist Studio - Change of use (part of building) from Laundry to Artist Studio for sculpting, primarily with metal (welding)	Proposed Project Description: Change of use from Laundry to Artist Studio for sculpting, primarily with metal (welding)
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Dept: Zoning Status: Approved Reviewer: Ann Machado Approval Date: 10/22/2010
 Note: Change of use is 1972 sf so does not require site plan review. Ok to Issue:
 Parking for B-7 zone is determined by the planning board [section 14-532.2(c)]

Dept: Building Status: Approved with Conditions Reviewer: Jeanine Bourke Approval Date: 11/04/2010
 Note: Ok to Issue:
 1) All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
 2) Upon inspection of the entire building, there may be required fire separations between the mixed uses and further permits may be required by tenants or the building owner for code compliance and occupancy certificates.
 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 HYAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
 5) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire Status: Approved with Conditions Reviewer: Capt Keith Gautreau Approval Date: 10/26/2010
 Note: Ok to Issue:
 1) An inspection will be required by the Fire Department of the entire 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: **PERMIT ISSUED**
 10/19/2010-amachado: Left vcm for Geoff Herguth. Need to know exactly what kind of studio it is.
 11/2/2010-jmb: Left vcm for Geoff H. For what kind of artwork, any retail, construction and abutters.
 11/4/2010-jmb: Geoff H. Returned call, this is after the fact, he has occupied this space for over 2 years, fire department revealed use at routine inspection. The building is fully sprinkled and the ceilings are 12' with a mix of cmu walls and framed with sheetrock. There are several other tenant spaces, mostly manufacturing products and warehouse storage. Ok to issue with conditions.
 NOV - 4 2010
 City of Portland

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months, if the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.**

 X **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**

NOTE: There is a 575.00 fee per inspection at this point.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

PERMIT ISSUED

NOV - 4 2010

City of Portland



CITY OF PORTLAND, MAINE
Department of Building Inspections

Original Receipt

10.18 2010

Registration

Scott H. Henshall

Permit Work

89 Ferris St

Amount of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: 75

Total: _____

Building (H) _____ Plumbing (U) _____ Electrical (E) _____ Site Plan (S) _____

Other _____

On: 34-F-5

Check #: 2493 Total Collected: 105

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: YD

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy



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: 82 PARRIS ST.		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# 034 Block# F Lot# 005-7-9	Applicant * <u>must</u> be owner, Lessee or Buyer* Name Geoff Herguth Address 6 HOWARD ST. City, State & Zip PORTLAND, ME 04101	Telephone: 207-653-1565
Lessee/DBA (If Applicable) Geoff Herguth Design Inc.	Owner (if different from Applicant) Name NEW SUSTAIN REALTY Address BOX 2 City, State & Zip PORTLAND, ME 04112	Cost Of Work \$ 30 C of O Fee \$ 25 Total Fee \$ 105
Current legal use (i.e. single family) _____ Number of Residential Units _____ If vacant, what was the previous use? COMMERCIAL LAUNDRY Proposed specific use: ARTIST STUDIO Is property part of a subdivision? _____ If yes, please name _____ Project description: CHANGE OF USE COMMERCIAL LAUNDRY TO ARTIST STUDIO		
Contractor's name: _____ Address: _____ City, State & Zip: _____ Telephone: _____		
Who should we contact when the permit is ready: Geoff Herguth Telephone: 207-653-1565 Mailing address: 6 HOWARD ST. PORTLAND, ME 04101		

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 require 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. Inspections Division office, room 515 City Hall or call 874-8703.

RECEIVED

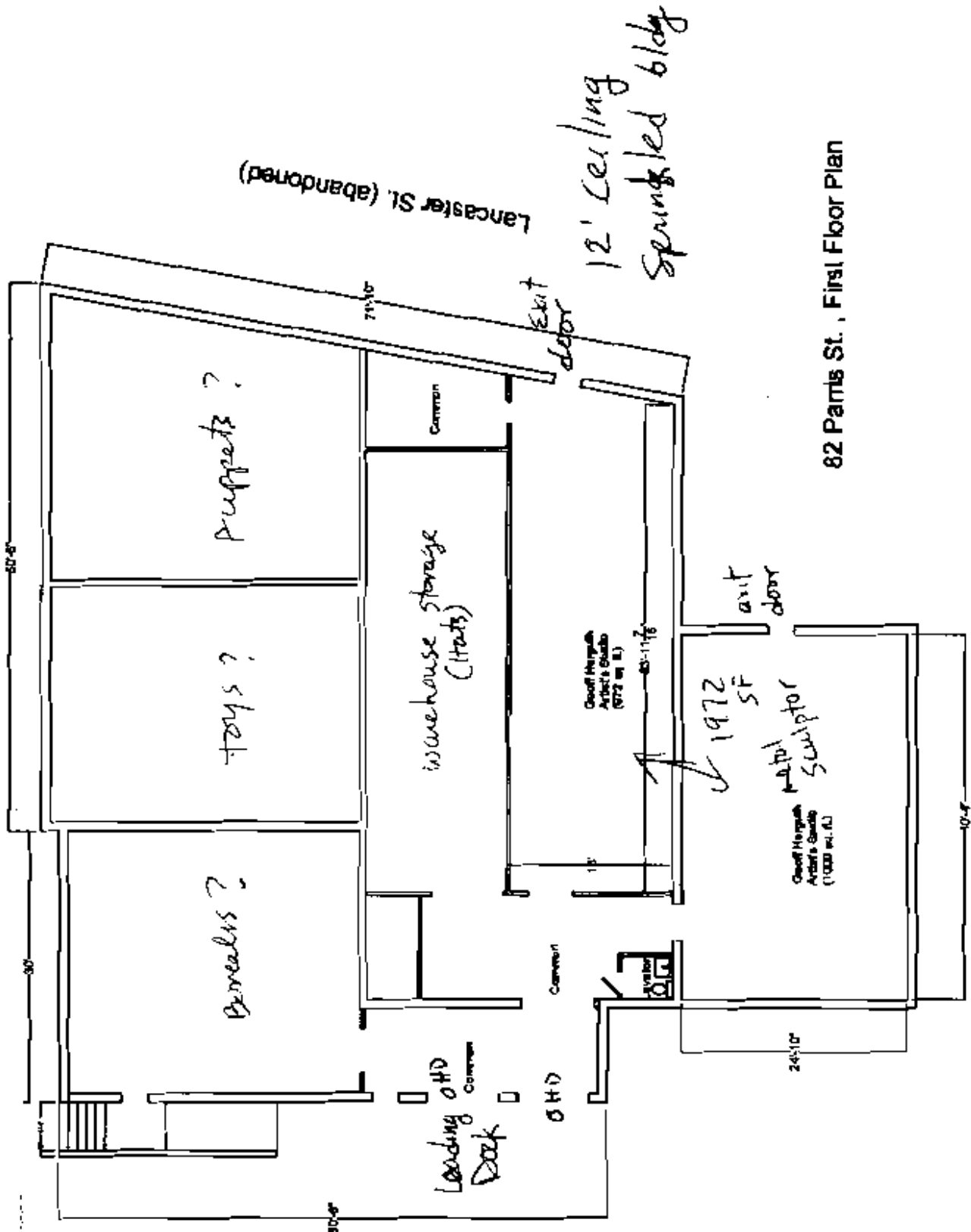
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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 inspect the provisions of the codes applicable to this permit.

Dept. of Building Inspection
City of Portland Maine

Signature: Date: **10/12/10**

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

Parris St.



Lancaster St. (abandoned)

12' Ceiling
Sprinkled bldg

82 Parris St. , First Floor Plan

This lease was developed to provide both landlords and tenants with a lease that is both reasonable and understandable. Some lease sections allow you to write in additional information. For these sections if you have no additions write in "None" or "N.A." ("Not Applicable"). Both parties should read this lease carefully and agree with all provisions before signing it. If there are provisions you want changed or added, cross out or write in. Then both parties should initial the changes. Finally, each party should receive a copy of the signed lease.

1. PARTIES TO THIS LEASE

The parties to this lease are:

LANDLORD Name New Systems Realty Name GEORGE HERGUTH DESIGN
Address: Box Two Address: 142 Presumpscot St.
Telephone: Portland, ME 04112 Telephone: Portland, Me. 04103
Fax: 773-7000 email: 653-1565
Name GEORGE @ COASTAL EQUIPMENT.COM
Address: _____
Telephone: _____

2. MANAGING AGENT

If the landlord employs an agent to manage this property, the agent is:

Name _____
Address: N/A
Telephone: _____

3. PROPERTY LOCATION

This property is an _____ office, a warehouse, _____ other. It is located at: 82 Paris St. _____ floor: _____ this # _____

4. LENGTH OF LEASE

A. Initial Rental Period. The landlord will rent this property to the tenant for 36 months. This term shall begin on the Nov day of 13th 2008 and shall end on the 31 day of OCT 2011 at noon.

5. RENT PAYMENTS

A. Rent Amount. The rent for this property is \$ 650. a month. The tenant shall pay the rent for each month on the 15th day of the month.

B. Paying the Rent. The rent should be paid to: New Systems Realty. The landlord can assess a penalty of 4 % (up to 4%) of the monthly rent once payment is 15 or more days late.

6. SECURITY DEPOSIT

A. Amount of Security Deposit. The tenant has paid the landlord \$ N/A as a Security Deposit. The Security Deposit is in addition to rental payments and should not be substituted by the tenant for unpaid rent. The landlord will hold the Security Deposit until the end of the tenancy. The

Studio C & F
Nov. 1st
2010
Rent Increase
to 750⁰⁰

Security Deposit remains the tenant's money. The deposit does not have to be held in an interest bearing account. The landlord will not require a Security Deposit of more than two months rent.

B. **Return of Security Deposit.** The Security Deposit may be used by the landlord after the tenancy has ended to repair damage to the property and for the actual costs of unpaid rent or other charges owed the landlord and agreed to in this lease or the cost of storing and disposing of unclaimed property. The Security Deposit cannot be used to pay routine cleaning or painting made necessary by normal wear and tear. The landlord will return the entire Security Deposit to the tenant at the end of the lease if the following conditions are met:

- (1) The property is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant or the tenant's employees, invitees or guests;
- (2) The tenant does not owe any rent or utility or other charges agreed to in this lease which the tenant was required to pay directly to the landlord; and
- (3) The tenant has not caused the landlord expenses for storage and disposing of unclaimed property.

If the landlord deducts money from the tenant's Security Deposit, the landlord will provide the tenant a list of the items for which the tenant is being charged and return the balance of the Security Deposit.

The landlord will return the Security Deposit, or the remaining balance, to the tenant no more than thirty (30) days after the tenancy ends.

7. UTILITIES OF THE PROPERTY:

Utilities and services shall be paid by the parties as follows:

	Landlord	Tenant	Description
Electricity	_____	<input checked="" type="checkbox"/>	_____
Heating Oil	_____	<input checked="" type="checkbox"/>	_____
Natural Gas	_____	<input checked="" type="checkbox"/>	_____
Sewerage	<input checked="" type="checkbox"/>	_____	_____
Trash Removal	_____	<input checked="" type="checkbox"/>	_____
Property Maintenance	_____	<input checked="" type="checkbox"/>	_____
Snow Removal	_____	<input checked="" type="checkbox"/>	_____
Air Conditioning	_____	<input checked="" type="checkbox"/>	_____
Hot Water	_____	<input checked="" type="checkbox"/>	_____
Cold Water	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Telephone	_____	<input checked="" type="checkbox"/>	_____
Cable/DSL/Internet	_____	<input checked="" type="checkbox"/>	_____

8. **Damage.** The tenant agrees not to damage the property, the building, the grounds or the common areas or to interfere with the rights of other tenants to operate in their units in peace and quiet. Damage caused by the tenant, or the tenant's employees, invitees or guests shall be repaired by the tenant at the tenant's expense. Upon the tenant's failure to make such repairs the landlord, after reasonable written notice to the tenant, may make the repairs and the tenant shall be responsible to the landlord for their reasonable cost.

9. **LANDLORD ENTRY INTO THE PROPERTY**

Except for emergencies, the landlord may enter the property only during reasonable hours and after obtaining the tenant's consent at least 24 hours in advance. The tenant may not unreasonably withhold consent to the landlord to enter the property.

10. **DISTURBING THE PEACE**

The tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of other tenants in the building or violates any state law or local ordinance.

11. **EVICITION FOR VIOLATION OF LEASE**

A. **Notice of Violation.** Serious or repeated violations of the terms of this lease can result in termination of the lease and eviction of the tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by a Tenant (see Paragraph B), if the tenant does not live up to the terms of this lease the following will occur:

(1) The landlord may deliver to the tenant a written notice describing the violation and demanding that the tenant cease the lease violation within 10 days of delivery of the notice.

(2) If the tenant does not comply within the 10 day period, the landlord may deliver to the tenant a second written notice that the lease will end within 30 days. On that day, the lease term automatically terminates and the tenant must leave the property and return the keys to the landlord.

B. **Eviction for failure to pay rent.** If the tenant is 14 days or more late in paying the rent the landlord may send a notice that states that the lease will end in 7 days, unless the tenant pays all overdue rent or late charges before the 7 day period ends. If the tenant fails to pay the rent the lease term automatically terminates and the tenant will leave the property and return the keys to the landlord.

C. **Eviction for Dangerous Acts.** If the tenant's actions pose an immediate threat to the health or safety of other occupants or the landlord or the landlord's employees, or to the physical structure of the building, then the lease can be terminated immediately, without prior warning.

D. **Notice of Termination.** The landlord must notify the tenant in writing when the lease is terminated. This notice must:

(1) State the reasons for termination with enough specificity to allow the tenant to prepare a defense;

(2) Advise the tenant that if a judicial proceeding for eviction is commenced, the tenant has the right to present a defense in that proceeding; and

(3) Be served on the tenant by sending a prepaid first class properly address letter (return receipt request) to the tenant at the property or by delivering a copy of the notice to the rental unit.

12. SUBLEASING

The tenant agrees not to sublease or assign this property without the prior written consent of the landlord. Consent will not be withheld, except for good reason.

13. WHEN THE TENANCY ENDS

The tenant will have to pay for damage to the property only if the damage was caused by the tenant or the tenant's employees, invitees or guest. The tenant must return the keys to the property or else the tenant can be considered a "hold-over" tenant and will be obligated to pay monthly rent.

14. OTHER AGREEMENTS

The landlord and the tenant also agree to the following:

NOV 1 2009 Rent increases to \$1700⁰⁰ month
NOV 1 2010 " " " \$750⁰⁰ "

15. SIGNATURES

The tenant's signature is a personal guarantee of all obligations within this lease. Both tenant and landlord have received identical copies of this lease. Each copy has been signed and dated by both landlord and tenant.

30 Day of NOV 2008
(Dated)

[Handwritten Signature]
(Personally guaranteed) (Tenant)

PRINTED:

GEORGE HERGUTH

Day of 200_

(Personally guaranteed) (Tenant)

PRINTED:

30 Day of NOV 2008
(Dated)

[Handwritten Signature]
(Landlord)

PRINTED:

ROSSY, FURMAN
c/o New Systems Realty
Box 120
Portland, ME
04112

Fire Department requirements.

The following shall be submitted on a separate sheet:

- Name, address and phone number of applicant and the project architect.
- Proposed use of structure (NFPA and IBC Classification)
- Square footage of proposed structure (total and per story)
- Existing and proposed fire protection of structure.
- Separate plans shall be submitted for
 - a) Suppression system
 - b) Detection System (separate permit is required)
- A separate Life Safety Plan must include:
 - a) Fire resistance ratings of all means of egress
 - b) Travel distance from most remote point to exit discharge
 - c) Location of any required fire extinguishers
 - d) Location of emergency lighting
 - e) Location of exit signs
 - f) NFPA 101 code summary
- Elevators shall be sized to fit an 80" x 24" stretcher.

For questions on Fire Department requirements call the Fire Prevention Officer at (207) 874-8405.

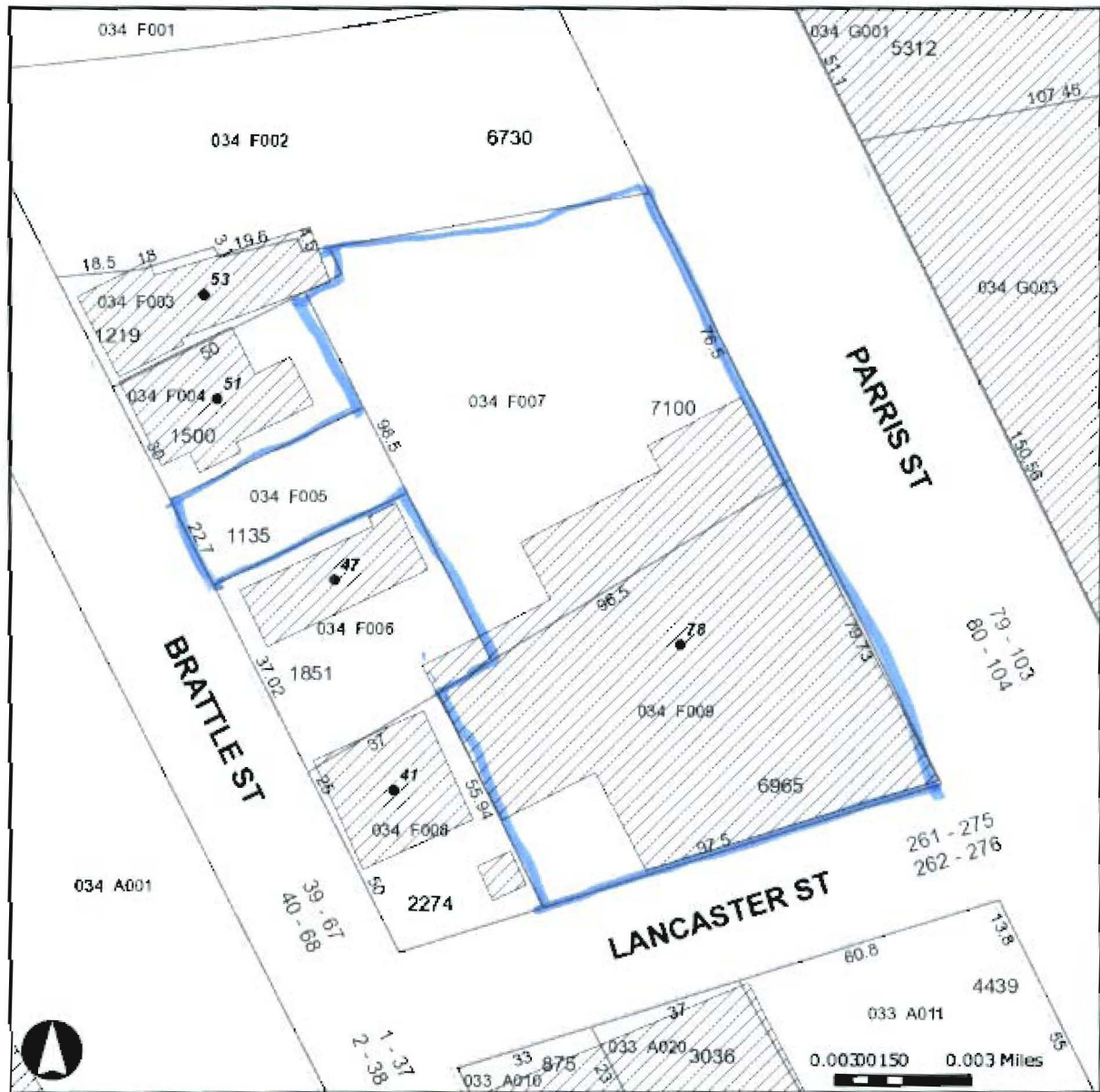
Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

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Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.

Map



Interstate



Streets

Buildings



Out Building

Parcels



Traveled Ways

Stream

Wetland

swamp

Lake/Pond



under_road

waterbody

Jetport



County Streets

A15

A21

A31

ME Towns

Land

Water Body

Ocean



