

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND**

Please Read  
 Application And  
 Notes, if Any,  
 Attached

BU **PERMIT** ICTION

Permit Number: 090115

This is to certify that SEAFORTH HOUSING LLC/El Willer  
 has permission to Interior renovations and upgrades not including lighting, flooring, ceramic tile

AT 389 CUMBERLAND AVE Unit#201 CP 036 1037001

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 red-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. Chad R. Sauter

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

*Chad R. Sauter* 2/18/09  
 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

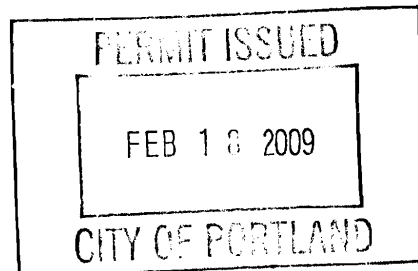
Permit No: 09-0115	Issue Date: 2/18/09	CBL: 036 I037001
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Location of Construction: 389 CUMBERLAND AVE Unit #20	Owner Name: SEAFORTH HOUSING LLC	Owner Address: 6 EAST 43RD ST 26TH FL	Phone:
Business Name:	Contractor Name: Joel Willens	Contractor Address: 15 Brown St #303 Portland	Phone: 2488088800
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	Zone: B-3 prime

Past Use: Apartment Multi-Family - Unit 201	Proposed Use: Apartment Multi-Family - Unit 201 - Interior renovations and upgrade apt including lighting, flooring, ceramic tile	Permit Fee: \$170.00	Cost of Work: \$15,000.00	CEO District: 1
Proposed Project Description: Interior renovations and upgrade apt including lighting, flooring, ceramic tile		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-2 Type: IB IB-2003	
Signature: <i>KG</i>		Signature: <i>CL</i> 2/18/09		
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: Ldobson	Date Applied For: 02/17/2009	<b>Zoning Approval</b>		
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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 information may invalidate a building permit and stop all work..</p>	<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>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>Historic Preservation</p> <p><input checked="" 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>Date: <i>2/17/09</i></p>	<p>Date: <i>2/17/09</i></p>	<p>Date: <i>2/18/09</i></p>



**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



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>401 CUMBERLAND, PORTLAND, ME 04101</u>		
Total Square Footage of Proposed Structure/Area <u>1540 SQ. FT. APT.</u>	Square Footage of Lot <u>APT. 1202</u>	Number of Stories <u>1</u>
Tax Assessor's Chart, Block & Lot Chart# <u>36</u> Block# <u>I</u> Lot# <u>30</u>	Applicant *must be owner, Lessee or Buyer* Name <u>JOEL M. WILLENS</u> Address <u>15 BROWN ST. #303</u> City, State & Zip <u>PORTLAND, ME 04101</u>	Telephone: <u>207-899-0606</u> <u>CELL 248-808-8800 *</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>SEAFORTH HOUSING, LLC</u> <u>DBA BACK BAY TOWER</u> Address <u>401 CUMBERLAND AVE</u> City, State & Zip <u>PORTLAND, ME 04101</u>	Cost Of Work: \$ <u>15,000<sup>00</sup></u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>APARTMENT BLDG.</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: <u>RESIDENTIAL</u> Is property part of a subdivision? <u>APT. BLDG.</u> If yes, please name <u>BACK BAY TOWER</u> Project description: <u>INTERIOR RENOVATIONS AND UPGRADE APT. INCLUDING NEW RECESSED LIGHTING, FLOOR COVERING, CERAMIC TILE AND ELECTRIC FIREPLACE - NON FLAME, PER PLANS DATED 2-15-09</u>		
Contractor's name: <u>JOEL M. WILLENS</u>		
Address: <u>15 BROWN ST. #303</u>		
City, State & Zip <u>PORTLAND, ME 04101</u>		Telephone: <u>248-808-8800</u>
Who should we contact when the permit is ready: <u>JOEL WILLENS</u>		Telephone: <u>248-808-8800</u>
Mailing address: <u>SAME</u>		

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](http://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: FEB. 17, 2009

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

***Back Bay Tower  
401 Cumberland Avenue  
Portland, Maine 04101  
(207) 772-7050***

**January 9, 2008**

**Dear Joel/Linda:**

**I am very happy we were all able to make this work. I think you will enjoy Back Bay Tower once in and settled. It is a great building and has a lot to offer.**

**I have enclosed the lease and building rules/regulations for your perusal.**

**I know you had discussed moving in around the first of March. I can only hold the unit until February 15<sup>th</sup>. We can start the lease March 1<sup>st</sup> (which I did) but you would need to pay one half month's rent on the 15<sup>th</sup> of February and then full rent beginning March 1<sup>st</sup>.**

**After reviewing please do not hesitate to call or e-mail me with any questions/concerns.**

**Best regards,**

**Amy**

**Enc.** \_\_\_\_\_

*Back Bay Tower  
401 Cumberland Avenue  
Portland, Maine 04101  
(207) 772-7050*

February 13, 2009

RE: Building Permit for Apt. 1202

Dear Joel,

Per our conversation of this morning and Suzanne Hunt's visit, please obtain a building permit through the city of Portland. Permission is granted to obtain this permit.

Thank you and let me know if I can be of further assistance.

Back Bay Tower

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Amy Winn, Manager



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION: 111 1/2 Commercial Street, Portland, ME 04101

Issued to: J. B. & J. M. [unclear]

Date of Issue: 9/24/90

**This is to certify** that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 111-111, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

All dwelling units (110) and common areas related to dwelling areas; including garage, pool & roof deck.

**Limiting Conditions:**

This Certificate of Occupancy does not cover retail areas. Separate permits will be required for these areas.

This certificate supersedes certificate issued

Approved:

9/24/90

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

LAUREN P. P.M.

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

### Current Owner Information

<b>Card Number</b>	1 of 1
<b>Parcel ID</b>	036 I037001
<b>Location</b>	389 CUMBERLAND AVE
<b>Land Use</b>	MULTI-USE COMMERCIAL
<b>Owner Address</b>	SEAFORTH HOUSING LLC 556 COMMERCIAL ST STE 300 SAN FRANCISCO CA 94111
<b>Book/Page</b>	15391/135
<b>Legal</b>	36-I-37 CUMBERLAND AVE 389-401 PARRIS ST 2-16 MECHANIC ST 1-19 46587 SF

### Current Assessed Valuation

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$1,167,600	\$8,466,300	\$9,633,900

### Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1989	116	0	1
<b>Total Acres</b>	<b>Total Buildings</b>	<b>Sq. Ft.</b>	<b>Structure Type</b>	<b>Building Name</b>
1.069	0		APARTMENT - HIGH RISE	

### Exterior/Interior Information

Section	Levels	Size	Use
1	B1/B1	29269	PARKING GARAGE
1	B2/B2	32011	PARKING GARAGE
1	01/01	5963	MULTI-USE OFFICE
1	01/01	6331	APARTMENT
1	02/08	12406	APARTMENT
1	09/09	10934	APARTMENT
1	10/14	9518	APARTMENT
1	15/15	8334	APARTMENT
Height	Walls	Heating	A/C
9	CONC LD BEAR	NONE	NONE
9	CONC LD BEAR	NONE	NONE
15	BRICK/STONE	HOT AIR	CENTRAL
15	BRICK/STONE	HOT AIR	CENTRAL
9	BRICK/STONE	HOT AIR	CENTRAL
9	BRICK/STONE	HOT AIR	CENTRAL
9	BRICK/STONE	HOT AIR	CENTRAL
9	BRICK/STONE	HOT AIR	CENTRAL

### Building Other Features

Line	Structure Type	Identical Units
2	BASEMENT TOP	1
6	PORCH - OPEN	1
7	PORCH - OPEN	1
8	PORCH - OPEN	1
4	INDOOR POOL	1
3	ELEVATOR - ELFC. PASSENGER	2
3	ELEVATOR - HYD. PASSENGER	1
3	SPRINKLER - WET	1

### Yard Improvements

Year Built	Structure Type	Length or Sq. Ft.	# Units
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# LEASE AGREEMENT

This residential Lease Agreement is made and entered into this 1<sup>st</sup> day of March, **2009** between SEAFORTH HOUSING, LLC d/b/a BACK BAY TOWER ("Landlord"), and Joel Willens and Linda Willens (jointly and severally "Resident"). In consideration of the rent payments and the promises contained herein, the Landlord and Resident agree as follows:

## 1. DEFINITIONS.

"Apartment" refers to apartment #**1202** leased by Landlord to Resident.

"Common Areas" includes, but is not limited to, the pool, saunas, laundry room, elevators, hallways, stairs, terrace, fitness room and garage.

"Guest" includes, but is not limited to, any agent, contractor, servant, invitee or any other person in or about the Premises with either the express or implied permission of Resident.

"Premises" refers to the Apartment, Common Areas, real estate and all structures situated at or about 401 Cumberland Avenue, Portland, Maine or used in connection with 401 Cumberland Avenue, Portland, Maine.

"Rules" refers to the Rules and amendments thereto pertaining to the Premises, a copy of which is attached to this Lease Agreement.

**2. CONSIDERATION.** In consideration of the payments provided in this Lease Agreement, Landlord leases to Resident Apartment #**1202** 401 Cumberland Avenue, Portland, Maine 04101, together with the right to use the Common Areas.

**3. TERM.** The Lease Agreement term begins March 1st, **2009** and terminates February 28th **2019** at 12:00 noon. All terms and conditions of this Lease Agreement shall remain in effect during the Lease Agreement term and any holdover by Resident. **Landlord and Resident may mutually agree, only in writing, to extend or otherwise modify this Lease Agreement during the Lease Agreement term. Resident shall have the option on the first day of February each year to terminate the lease with a written thirty (30) day notice.**

**4. RENT PAYMENTS.** The Resident promises to pay to Landlord without notice, demand, or setoff unless specifically permitted by Maine law, the sum of **\$216,000.00** over the 10 year term of this lease, which, as a convenience to Resident, may be paid in equal monthly installments of **\$1800.00** commencing March 1st, **2009**. The rent shall be paid in advance of and received by Landlord on the first day of

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each and every month. Resident shall pay \$ **1900.00** by **February 15, 2009** as a pro-rated rental payment for the month of **February, 2009**. All payments shall be made either by check or money order payable to "Seaforth Housing, LLC" and delivered in person to the site manager's office at Back Bay Tower. **No cash payments will be accepted by Landlord under any circumstances.** Any returned checks will be subject to a One Hundred Dollar (\$100) fee, which shall be paid upon demand. Landlord, in its sole discretion, may accept a subsequent payment to replace the returned item.

Should the Landlord in its sole discretion accept any late payment of rent, the Landlord may assess a late charge of four percent (4%) of one month's rent. The late charge may not be assessed if the rental payment is made within fifteen (15) days from the day the rental payment is due.

**5. SECURITY DEPOSIT.** The Resident shall pay the Landlord \$ **1800.00** (on account) as a security deposit at the time of execution of this Lease Agreement, which security deposit will not be held as a rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this Lease Agreement. Should the Landlord retain the security deposit or any portion thereof, the Landlord shall provide the Resident with a written statement itemizing the reasons for the retention of the security deposit or any portion thereof within thirty (30) days following the later of either the termination of the Lease Agreement or the time the Resident gives up possession of the Apartment. The written statement itemizing the reasons for the retention of any portion of the security deposit will be accompanied by a full payment of the difference between the security deposit and the amount retained. The written statement shall be mailed to the Resident's last known address. The Landlord may retain the security deposit or a portion thereof as a result of, among other things, unpaid rent, storing and disposing of unclaimed property, monies spent by the Landlord to return the Apartment to a habitable condition which may include costs for cleaning unless such expenses were necessitated by actions of the Landlord, and non-payment of utility charges that the Resident was required to pay.

**6. UTILITIES AND SERVICES.** Utilities and services shall be paid by Resident and Landlord as follows:

Utility / Service to Apartment	Landlord	Resident
Electricity		√
Gas		√
Sewer		√
Water		√
Trash		√
Telephone		√
Cable		√

Water, sewer, trash and gas will be billed directly to the Resident each month by ISTA, a national reallocation utility billing firm. Each monthly bill will include an administrative fee charged by ISTA. The Resident is responsible to pay for the utilities and services, as well as ISTA's administrative fee and shall make payments directly to ISTA as required on each such invoice; however, the amount due to ISTA for the Resident's last month under the Lease Agreement shall be paid to ISTA no later than 7 days prior to the due date. Should Resident fail to timely comply with his / her obligations hereunder, the Resident shall, without notice, be deemed in default of this Lease Agreement and subject to eviction as set forth hereafter.

**7. ASSIGNMENT AND OCCUPANCY.** Resident shall not assign this Lease Agreement, or any interest under it, or sublet the Apartment or any part thereof during the term of this Lease Agreement. Resident covenants and agrees that only the following persons will occupy the Apartment:

\_\_\_\_\_ Joel Willens \_\_\_\_\_

\_\_\_\_\_ Linda Willens \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the event a child is born to Resident during any term of this Lease Agreement, thereby increasing the number of persons occupying the Apartment so that the number of occupants in the Apartment exceeds the number permitted by local zoning or other Municipal Ordinances or reasonable standards of human health, safety or sanitation, the provisions of Section 7 shall no longer apply and this Lease Agreement shall automatically terminate on the last day of the month following the day such child was born.

**8. USE OF PREMISES.** Resident and Resident's Guests shall occupy and use the Premises as a private residence and for no other purposes, including without limitation, commercial or business activities. Resident and Resident's Guests shall keep the Premises in a clean and sanitary condition and shall not commit or permit any use of the Premises which directly or indirectly is forbidden by law, ordinance or governmental regulation. Resident and Resident's Guests shall not commit or permit any use of the Premises which directly or indirectly endanger life, limb or property; which will or may tend to injure the reputation of the Premises; or which will or may be offensive, insulting or obnoxious to the Landlord or any other tenant. Resident and Resident's Guests shall not use or occupy the Premises in any manner which may invalidate or increase the premium cost of any policy of insurance carried by Landlord. Resident and Resident's Guests shall not operate or permit to be operated a radio, stereo equipment, television set, CD player, DVD player, musical instrument, or any

other equipment in such a manner that will or may disturb or tend to disturb other residents, Guests or Landlord. Resident and Resident's Guests shall not in any manner interfere with the quiet enjoyment of the Premises by any other resident, Guest's or Landlord and shall not in any manner harass, annoy or otherwise bother the aforesaid.

**9. ALTERATIONS AND REPAIRS.** No alteration, addition or improvement of any type or kind shall be made to the Premises by the Resident without the prior written consent of the Landlord. Resident shall notify Landlord immediately of any repair to the Apartment necessary to keep the Apartment in the same condition, order and repair as the Apartment was in on the date of the execution of this Lease Agreement, reasonable wear and tear excepted. In the event repair, replacement or maintenance work to the Premises becomes necessary as a result of damage caused by the Resident, Guests of the Resident or any person identified in Section 7 of the Lease Agreement, Resident shall pay Landlord any additional costs incurred by Landlord in connection with such maintenance, replacement or repairs within two (2) business days from receipt by Resident of a request for payment. **Resident has permission from management to perform specific upgrades to the unit – upgrades will be listed separately and kept on file with unit 1202.**

**10. ACCESS BY LANDLORD.** Landlord reserves the right to enter the Apartment or any part thereof, upon reasonable notice, at all reasonable hours for inspection, repairs, alterations or additions; to exhibit the Apartment to prospective tenants, purchasers or others; to enter the Apartment for any purpose whatsoever related to the safety, protection, preservation or improvement of the Apartment and to retain and use passkeys to the Apartment. Twenty-four hours is presumed to be a reasonable notice. Furthermore, the Landlord shall not be required to provide such notice in the case of emergency or if it is impracticable to do so.

Should Resident in any manner hinder or otherwise impede the Landlord's ability to enter or lease the Apartment by, among other things, unreasonably withholding consent to the Landlord to enter the Apartment or failing to maintain the Apartment as required by the Lease Agreement then the Resident shall be liable to Landlord for liquidated damages in the amount of one (1) month's rent and shall be in default of this Lease Agreement.

**11. RULES.** The Resident shall obey all Rules. Landlord reserves the right to modify, add, alter or otherwise amend the Rules at any time without notice to Resident. Landlord will notify the Resident of any modifications, additions, alterations or amendments to the Rules which shall become a part of this Lease Agreement upon delivery by Landlord to Resident in writing of such modifications, additions, alterations or amendments. The Rules are incorporated into this Lease Agreement and any violation shall be a default under this Lease Agreement.

**12. PETS.** No pets or animals of any kind are allowed in or about the Premises, absent the express written consent of Landlord.

Upon written consent of the Landlord, resident agrees to pay a monthly fee, applicable to type of pet:

**\$50.00 per month for a dog**

**\$25.00 per month for a cat**

**\$15.00 per bird**

**No reptiles or rodents are permitted.**

**13. CONDITION OF APARTMENT.** Prior to executing this Lease Agreement, the Landlord and Resident inspected the Apartment. Resident acknowledges the Apartment is safe, clean and in a reasonable and acceptable condition of habitability for their intended use. Resident agrees that all appliances and equipment in the Apartment are in good working order and that only the following work or repairs will be done by the Landlord:

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**14. EVICTION FOR VIOLATION OF LEASE.**

**A) Notice of Violation**

Violations of terms of this lease can result in termination of the lease and eviction of the resident. Except for dangerous actions by a resident, see Paragraph C. If the resident does not live up to the terms of this lease, the following will occur:

1) The Landlord will deliver to the resident a written notice describing the violation and demanding that the resident cease the lease violation within the time period specified in the notice.

2) If the resident does not comply within the time period specified in the notice, or if the resident violates the same or any other provision of the lease at any other time thereafter the Landlord will deliver to the resident a second written notice that the lease will end in seven (7) days. On that date, the lease term automatically terminates and the resident will leave the residence and return the keys to the landlord.

**B) Eviction for Dangerous Acts.** If the resident's actions pose an immediate threat to the health and safety of other residents, the Landlord or the Landlord's employees or to the physical structure of the residence, than the lease can be immediately terminated without prior warning. Criminal activity that threatens the safety or right to peaceful enjoyment of the property by other residents or any drug related criminal activity on or near the premises engaged in by any resident, any member of a resident's household or any guest or other person under the resident's control is grounds for immediate termination of the lease agreement. Unless otherwise provided by Maine Law proof of drug related activity shall not require a criminal conviction but shall be a preponderance of evidence.

**C) Eviction for Use of Kerosene Heaters.** By order of the Portland Fire Department, kerosene heaters are prohibited in the building. If a resident is found using a kerosene heater their lease can be immediately terminated without prior warning.

**D) Notice of Termination.** The Landlord must notify the resident in writing when the lease is terminated. This notice must; 1) state the reason for termination with reasonable specificity to be served on the resident by sending a pre-paid first class properly addressed letter, return receipt requested to the resident at the resident or by delivering a copy of the notice to the resident.

**15. TERMINATION OF LEASE BY RESIDENT.** The resident may terminate this lease upon the last day of any month by both; **a) giving thirty (30) day's written notice and b) paying a termination fee equal to three (3) month's rent in addition to the current month's rent and any balances then due under this lease agreement.**

**16. RIGHTS OF LANDLORD UPON DEFAULT.** If Resident fails to pay any installment of rent or any part thereof when due, or if Resident fails to timely pay utilities as set forth in Section 6, or if Resident or Resident's Guests violate any other term, condition or covenant of this Lease Agreement, including the Rules attached hereto and as amended hereafter, or abandon the Apartment, Landlord may terminate this Lease Agreement without any notice to Resident. Landlord, in addition to and not in derogation of any other rights or remedies in law or in equity, may enter upon and take possession of the Apartment and expel the Resident and those claiming by, through or under Resident and remove Resident's property all in accordance with the laws of the State of Maine. Landlord is obligated to mitigate damages.

**17. WAIVER.** No act of Landlord shall be deemed an agreement to accept the surrender of the Apartment and termination of Resident's liability to Landlord unless expressly so stated in writing by Landlord. Failure of the Landlord to re-enter and repossess the Apartment or to exercise any right upon default shall not prevent the Landlord from the exercise of any such rights during the continuation of such default or upon any subsequent default. Acceptance of past-due rent will in no way act as a waiver of Landlord's rights to terminate the Lease Agreement for non-payment of rent when due and acceptance of rent shall not be a waiver of any other default herein.

**18. SUBORDINATION.** This Lease Agreement shall be subject and subordinate at all times either to any existing mortgages or any mortgages which may hereafter attach to the Premises. The Resident shall execute promptly any instrument evidencing such subordination as requested by Landlord. Resident irrevocably appoints Landlord as his/her/their attorney in fact to execute any such instrument.

**19. INTERPRETATION.** All captions and titles shall be disregarded in connection with the interpretation of this Lease Agreement. Such captions and titles

are for convenience only. When applicable, the singular of any word shall also mean or apply to the plural and the masculine shall mean and also apply to the feminine.

**20. ENTIRE AGREEMENT.** This Lease Agreement, including the Rules and Parking Lease as appropriate, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Lease Agreement may be modified or amended only in writing if executed by Landlord and Resident, unless otherwise expressly permitted in the Lease Agreement.

**21. PARTIAL INVALIDITY.** If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**22. GOVERNING LAW.** The Lease Agreement shall be construed in accordance with the laws of the State of Maine.

**23. JOINT AND SEVERAL.** The undersigned Resident jointly and severally agrees to all the terms of this Lease Agreement and are jointly and severally responsible to Landlord for each such term.

**24. INSURANCE.** Resident shall provide Landlord or Landlord's agent proof of "renter's insurance" upon execution of this Lease Agreement in form and substance satisfactory to Landlord. Such insurance shall be maintained at all times during Resident's occupancy of the Apartment and Resident shall provide Landlord, or Landlord's agent, upon request, evidence of such insurance.

**25. INDEMNITY.** Resident will defend and indemnify Landlord, its employees, agents, management companies, servants, successors or assigns and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury or damage to property or business arising from, related to or in connection with the occupancy or use by Resident or Resident's Guests of the Premises, except to the extent such injury, loss, claim, damage, liability or expense is caused by the negligence of the Landlord or Landlord's agents.

**26. CASUALTY.** Should the Premises be damaged by fire, wind or other casualty, the Landlord, in its sole discretion, may terminate this Lease Agreement.

**27. DEATH OF RESIDENT** This Lease Agreement shall remain in effect, notwithstanding the death of all Residents to this Lease Agreement, unless Landlord is notified in writing within 60 days of such death(s) of the termination of this Lease Agreement by the appropriate representative of the deceased Resident(s). The Lease Agreement termination shall be effective 30 days from the date of the termination notice. The death(s) of fewer than all Residents to this Lease Agreement shall not affect the joint and several liability of the deceased Resident(s) or any surviving

Resident(s), and the surviving Residents shall continue to occupy the Premises subject to the terms of this Lease Agreement.

**28. TRANSFERRING APARTMENTS. In the event that a Resident requests to transfer to another apartment at Back Bay Tower they are responsible at their cost to restore their current apartment to move in condition at their own expense. This includes patching of holes, painting of walls with Back Bay colors, carpet cleaning or replacement and cleaning fees, etc. All restoration work will be determined by Back Bay Tower Management. This clause does not pertain to this specific resident or lease as any upgrades made to the unit will benefit all parties and improve the unit.**

**30. WHEN THE LEASE ENDS.** When the lease ends, the resident agrees to return the residence in the same condition as it was at the start of the lease, except normal wear and tear and except those inspection items that were noted in the Move-in Inspection Report and not repaired. If resident has made any changes to the apartment such as painting, wallpaper, etc. the residence must be returned to the original color. The resident will have to pay damages to the landlord for any damages caused by the resident, resident's family or resident's guests. The resident must return all keys to the residence and mailbox. If the resident does not return all keys to the residence and mailbox at the time the resident moves out, the resident could be considered a holdover resident and charged monthly rent.

**31. ATTORNEYS' FEES.** Reasonable attorneys' fees and costs may be awarded to either the Landlord or Tenant as a prevailing party following a contested hearing to enforce this Lease Agreement in case of wanton disregard of the terms of the Lease Agreement.

**SEAFORTH HOUSING, LLC  
d/b/a BACK BAY TOWER**

DATED: \_\_\_\_\_, 2008

\_\_\_\_\_

By \_\_\_\_\_  
Its Authorized Manager / Landlord

DATED: \_\_\_\_\_, 2008

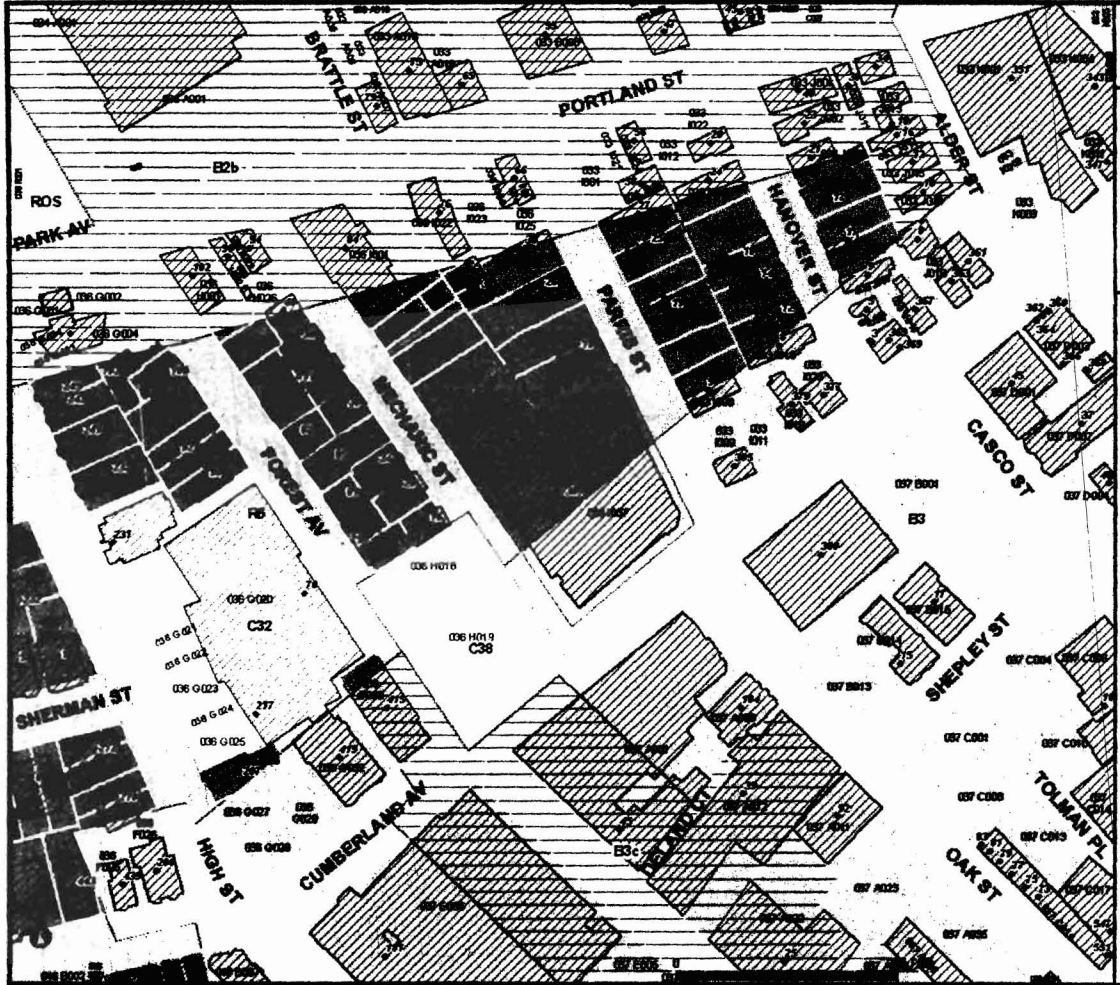
\_\_\_\_\_

Resident

DATED: \_\_\_\_\_, 2008

\_\_\_\_\_

Resident



City of Portland  
GIS



DISCLAIMER: This is a product of the City of Portland MIS Department. The data depicted here have been developed with cooperation from other federal, state and local agencies. The City of Portland expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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City of Portland  
389 Congress St.  
Portland, Maine  
04101



## BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**

**A Pre-construction Meeting will take place upon receipt of your building permit.**

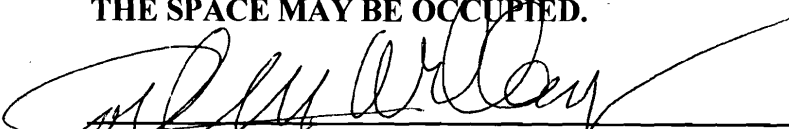
Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

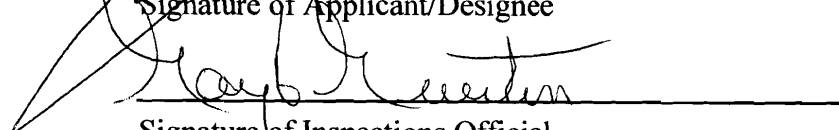
Final inspection required at completion of work.

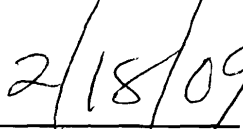
Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

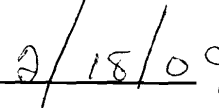
**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

  
\_\_\_\_\_  
Signature of Applicant/Designee

  
\_\_\_\_\_  
Signature of Inspections Official

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

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

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

<b>Permit No:</b> 09-0115	<b>Date Applied For:</b> 02/17/2009	<b>CBL:</b> 036 I037001
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<b>Location of Construction:</b> 389 CUMBERLAND AVE Unit#12	<b>Owner Name:</b> SEAFORTH HOUSING LLC	<b>Owner Address:</b> 6 EAST 43RD ST 26TH FL	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Joel Willens	<b>Contractor Address:</b> 15 Brown St #303 Portland	<b>Phone</b> (248) 808-8800
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	

<b>Proposed Use:</b> Apartment Multi-Family- 116 residential dwellings with retail and personal services on 1st floor- Unit1202 - Interior renovations and upgrade apt including lighting, flooring, ceramic tile	<b>Proposed Project Description:</b> Interior renovations and upgrade apt including lighting, flooring, ceramic tile
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 02/17/2009

**Note:** **Ok to Issue:**

- 1) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 2) This property shall remain a 116 residential building with retail, personal services and offices on the 1st floor. Any change of use shall require a separate permit application for review and approval.
- 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 with Conditions      **Reviewer:** Chris Hanson      **Approval Date:** 02/18/2009

**Note:** **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 2) 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      **Reviewer:** Capt Keith Gautreau      **Approval Date:** 02/18/2009

**Note:** **Ok to Issue:**

