

City of Portland, N	<b>Jaine - Bu</b> il	lding or Use	Permit	t Application	Per	mit No:	Issue Date:		CBL:	
389 Congress Street,			, Fax: (	207) 874-8716	5	06-1593			037 E0	03001
Location of Construction:	. Lovel	Owner Name:			Owner	· Address:			Phone:	]
10 CONGRESS SQ PI	Z/26 AV	PLAZA ASSC	DCIATE	S AT CONG	491 ]	HUMPHREY	ST			
Business Name: Contractor Name:		я			actor Address:			Phone		
n/ a					land					
Lessee/Buyer's Name		Phone:		Permit Type:					Zone:	
				l	Cha	nge of Use - (	Commercial			B3C
Past Use: Pr		Proposed Use:					EO District:			
Commercial /retail		Commercial /				\$105.00	\$105		1	
		of use Retail to	o Hair S	alon	FIRE	DEPT:	Approved	NSPECT	_	
							Denied	Use Grou	p: <b>U</b>	
					1 for solution			Τ.		
						Plan !!			ГРС ЭЭОЗ gnature: <b>АТГА- 11/17/1</b>	
Proposed Project Description Change of use Retail to					0.	ure: Greg (	000	0:	a Arra	alist
Change of use Ketan it	nall Saloli				-	STRIAN ACT			The	- 1/1/10
										Durint
					Action	n: Approv		oved w/Co	onditions	Denied
					Signa	ture:			Date:	
Permit Taken By:		pplied For:				Zoning	Approval			
dmartin	10/20	6/2006						<u> </u>		
1. This permit applic		•	Special Zone or Reviews		vs	Zoning Appeal			Historic Preservation	
Applicant(s) from Federal Rules.	meeting applic	cable State and	Sh	oreland		Variance			Not in Distri	et or Landmark
2. Building permits c septic or electrical		plumbing,	Wetland			Miscellaneous		Does Not Re	quire Review	
<ol> <li>Building permits a within six (6) mon</li> </ol>	re void if worl		Flood Zone			Conditional Use			Requires Review	
False information permit and stop all	may invalidate		Subdivision		Interpretation			Approved		
			Sit	e Plan			d		Approved w/	Conditions
<b></b>			Maj ,		- h	Penied			Denied <b>(</b>	$\bigcirc$
	PERMITI	SSUED	ION						<u> </u>	//
			Date: ~		40	Date:		Date	<u>ر</u>	
	NOV 2 2	2000			•	٢			-	
	ITY OF PO	RTLAND								

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

# THE REAL

## **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: $26$	Fores	st Are/10C	ma	Sq. HISS	PLAZE	ð
Total Square Footage of Proposed Structure		Square Footage of Lot		•••	-	
1270 sgft+	/-	0 28,921				
Tax Assessor's Chart, Block & Lot	Owner:			Telephone	2:	
Chart# Block# Lot# 37 E 3	Raza	COPUPES Source		207-7	75 - JI	140
Lessee/Buyer's Name (If Applicable)		ame, address & telephone:	Cost			
Antomette Smothers	Antoire	HK Smothers	Wor	k: <b>\$</b>		
		rest St	Fee:	. 4		
		J Me 04101		- n	milio	500
		•••••	C of	O Fee: \$		
Current Specific use:	~~~					
If vacant, what was the previous use? <u>St</u> Proposed Specific use: <u>Hing Salon</u>	1 Retu	<u></u>	_			
			Δ	2		
Project description: Change USE	TE TRE	tail to Hair Sal	lon			_
				MEC		
				SN A	2006	
				02	ب م	$ \leq $
Contractor's name, address & telephone:				ăð	2	<u>Ч</u>
Who should we contact when the permit is read	. Antri	mille Smaller	-	BUIL OF P	007	
Who should we contact when the permit is read Mailing address:	$\frac{dy: -1}{Phone: -4}$	ng-lais	)	JO L	00	RE
maining addition.				10		]_
				DE		
				- International Academic		

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 <u>www.portlandmaine.gov</u>, 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.

		$\sim$		
Signature of applicant:	L_	Snot	$\sim$	) Date: 10-25-06

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

City of Portland, Maine - Buil	Permit No:	Date Applied For:	CBL:			
389 Congress Street, 04101 Tel: (2	-8716	06-1593	10/26/2006	037 E003001		
Location of Construction:	Owner Name:			wner Address:	Phone:	
10 CONGRESS SQ PLZ	PLAZA ASSOCIATE	S AT CO	NGR 4	91 HUMPHREY	ST	
Business Name:	Contractor Name:		C	ontractor Address:	Phone	
	n/ a			Portland	_	
Lessee/Buyer's Name	Phone:			ermit Type:		
				Change of Use - Co	ommercial	_
Proposed Use:			Proposed	<b>Project Description:</b>		
Commercial / Hair Salon Change of u	ise Retail to Hair Salon		Change	of use Retail to Ha	air Salon	
Dept: Zoning Status: A	pproved with Condition	is <b>Rev</b> i	iewer:	Marge Schmuckal	Approval Da	te: 11/02/2006
Note:					1	Ok to Issue: 🗹
1) Separate permits shall be required	for any new signage.					
2) This permit is being approved on work.	the basis of plans submi	tted. Any	deviatio	ons shall require a	separate approval be	fore starting that
Dept: Building Status: A	pproved with Condition	s <b>Rev</b> i	iewer:	Michael A. Collin	s Approval Da	te: 11/17/2006
Note:						Ok to Issue: 🗹
<ol> <li>Separate permits are required for a Separate plans may need to be sub</li> </ol>	<i>,</i> , , , , , , , , , , , , , , , , , ,		•			
2) This is a Change of Use ONLY pe	ermit. It does NOT authors	orize any o	construc	tion activities.		
Dept: Fire Status: A	pproved with Condition	is <b>Rev</b> i	iewer:	Cptn Greg Cass	Approval Da	te: 11/07/2006
Note:					1	Ok to Issue: 🗹
1) Life safety plan required. Will ver	ify at C/O					



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**

Curre	in Owner mor	mation			
	Card Number	1 of 1			
	Parcel ID	037 E0	03001		
	Location	10 CON	GRESS SQ PLZ		
	Land Use	MULTI-	USE COMMERICAL		
	Owner Address	491 HU	ASSOCIATES AT CO MPHREY ST COTT MA 01907	ONGRESS SQUARE	LP
	Book/Page Legal		SS ST 579-583 AVE 2-24		
	Current Asse	ssed Val	uation		
	Land	Bui	lding	Total	
	\$1,079,700		36,600	\$9,616,300	
Building Inf Blag #	ormation Year Built 1924	<b># Units</b> 160	Bldg S 204	-	Identical Units 1
<b>Total Acres</b> 0.664	Total Buildings S 204721		<b>cture Type</b> D RES/COMM		<b>lding Name</b> CONGRESS ST PLAZA
Exterior/Inte	erior Informatio	n			
Section	Levels	Size	Use		
1 1	B1/B1	26317	SUPPORT AREA		
1	01/01 01/01	12607 4291	RETAIL STORE APARTMENT		
1	01/01	9129	SUPPORT AREA		
1	02/02	26947	APARTMENT		
1 1	03/04 05/07	25745 22433	APARTMENT		
1	08/08	6641	APARTMENT APARTMENT		
н	eight         Walls           10         14           14         BRICK/STON           14         BRICK/STON           12         BRICK/STON           10         BRICK/STON           10         BRICK/STON           10         BRICK/STON           10         BRICK/STON	IE IE IE IE	Heating HW/STEAM HW/STEAM HW/STEAM HW/STEAM HW/STEAM HW/STEAM HW/STEAM		A/C NONE CENTRAL CENTRAL CENTRAL NONE NONE NONE NONE
منامانا م			IIII DI DAN		NONE
Building	Other Feature	5			
Line 2 2 2 2 5 2	Structure Type ELEVATOR - ELEC ELEVATOR - ELEC STORE FRONT - AV OPEN AREA - MOTH SPRINKLER - WET	PASSENGER PASSENGER G		Id	entical Units 1 1 1 1 1 1 1
Yard Improv	rements				

Yard Improvements

Year Built Structure Type

Length or Sq. Ft.

# Units

#### PLAZA ASSOCIATES AT CONGRESS SQUARE LP d/b/a CONGRESS SQUARE PLAZA 23 Central Avenue, Suite 710 Lynn, MA 01901 207-781-599-4343

#### LEASE AGREEMENT

This document, when seen and agreed by all parties, shall constitute a Lease Agreement between Antoinette Smothers (hereinafter referred to as "Tenant") and Plaza Associates at Congress Square LP dba Congress Square Plaza (hereinafter referred to as "Landlord") as follows:

LEASED PREMISES:	26 Forest Avenue, Portland Maine 04101
SQUARE FOOTAGE:	1270 Sq. ft. +/-
<u>USE</u> :	Toni's Touch, Hair Salon
LEASE TERM:	Three (3) years commencing on November 1, 2006 and ending on October 31, 2009.

<u>LEASE RATE</u>: Landlord reserves the right to lower the lease rate stated herein if Landlord deems necessary. If Landlord lowers the lease rate all other portions of this lease as explained herein are to remain intact and in full force, landlord will provide tenant with a 30 days notice of a decrease in the lease rate if a decrease in the rent is required. Tenant shall pay to Landlord rent due and payable on the first day of each and every month as follows:

Year 1 - \$12,700.00 (\$1,058.33 monthly installments) Year 2 - \$13,970.00 (\$1,164.17 monthly installments) Year 3 - \$15,240.00 (\$1,270.00 monthly installments)

<u>PAYMENTS; NOTICES</u>: All payments and any notices to Landlord shall be sent to Landlord at 23 Central Avenue, Suite 710, Lynn MA 01901. All notices shall be sent to Tenant at 579 Congress Street, Portland, Maine.

<u>RENEWAL TERM</u>: Lease may be renewed at election of Tenant for an additional 3 years at a rate to be determined by mutual agreement of the parties. Tenant shall give Landlord Sixty days advanced written notice if Tenant wants to renew lease.

<u>UTILITIES</u>: All utilities shall be paid by Tenant including but not limited to electricity, gas, telephone, internet service.

<u>TENANT WORK</u>: Tenant shall, at tenant's expense, decorate and fit-up as necessary for its use as a hair salon. The Landlord will replace all ceiling tiles; paint a primer coat over all wall surfaces. A floor plan must be submitted to Landlord and Tenant must procure all necessary municipal and other governmental permits and authorizations. All work done in connection with any change or alterations shall be done in a good and workmanlike manner and in compliance with the building and zoning laws. Tenant shall procure certificates of occupancy and other certificates as required by law.

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<u>SUBLEASING</u>: Tenant shall have the right to sublease or assign this lease agreement with Landlord's written consent, which shall not be unreasonably withheld.

<u>REQUIREMENTS OF PUBLIC AUTHORITY</u>: During the term of this lease, Tenant shall, at her own cost and expenses, promptly observe and comply with all lawful present and future laws, ordinances, requirements of the federal, state, county and City governments and all other governmental authorities affecting the premises or appurtenances thereto. Tenant shall pay all costs, expenses, liabilities, loses, damages, fines, penalties, claims and demands, including reasonable counsel fees that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants.

<u>COVENANT AGAINST LIEN</u>: If because of any act or omission of Tenant, and mechanic's lien or other lien, charge or order for payments of money shall be filed against Landlord on any portion of the premises. Tenant shall, at her own cost and expenses, cause the same to be discharged of record or bonded within 14 days after the filing thereof; and tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suites, penalties, claims, and demands, including reasonable or order to be discharged of record or bonded within said 14 day period, landlord may thereafter cause the same to be discharged and the expense thereof shall not be exclusive of other available remedies provided by law and this lease.

<u>SECURITY DEPOST</u>: Tenant will deposit the sum of \$1,058.33 as a security deposit for the premises. Landlord shall hold deposit without interest for the term of this lease. Landlord shall have the right to apply, but not be limited to, all or part of the deposit to the causing of any default or damages that may exist or to any amounts due to the Landlord under the terms of the Lease. Should the Landlord retain the security deposit or any portion thereof, the Landlord shall provide the Tenant with a written statement itemizing the reasons for retaining the security deposit or any portion thereof within thirty (30) days following the later of either the termination of the lease or the time the Tenant gives up possession of the leased premises. Within the above described thirty (30) day time frame, the Landlord shall include within such written statement the security deposit or any portion thereof which the Tenant may be entitled to receive.

<u>HOLD HARMLESS</u>: Tenant shall hold Landlord, its agents, employees, vendors, contractors etc. harmless for all liability, damages, penalties, injuries or judgments and any and all claims of any kind or nature whatsoever arising out of her use and occupancy of the premises.

<u>SIGNANGE</u>: Tenant shall not erect, install or maintain, on or over or in front of the premises, or any part thereof, any signs or other advertisements visible from the exterior of the Premises without first obtaining the prior written approval of Landlord, which approval shall not be unreasonably withheld. As used in this section, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent.

**INSURANCE**: Tenant must maintain at her own cost and expense and keep in force during the term of this lease one of the following types of liability insurance; 1) a split liability policy providing at least \$500,000.00 coverage with respect to injury or death to more than one person in any accident or other occurrence, and at least \$300,000.00 coverage with respect to property or 2) a personal liability and property damage policy with coverage for damage arising out of any one occurrence in the amount of at least \$500,000.00. This insurance policy must name Landlord and Harbor Management as an additional insured and such insurance shall be non-cancelable unless Landlord receives ten (10) days prior written notice. The tenants' liability insurance is to be primary and any insurance available to the Landlord, site specific, and/or Harbor Management shall be excess.

DEFAULT: If the Tenant fails to pay any installment of rent or any part thereof when due, or if Tenant or their guests shall violate any other term, condition, covenant, rules or regulation of this Lease or if Tenant shall fail promptly to take possession of or shall abandon the premises, Landlord may terminate this Lease in accordance with the terms set forth below. Tenant shall not be relieved of any obligations hereunder, including without limitation, the payment of rent. In the event Landlord shall repossess the premises, Land lord shall not be required to accept any payment from Tenant offered by Tenant for the premises. The failure on the part of the Landlord to re-enter and repossess the premises or to exercise any of its rights hereunder upon default, shall not preclude Landlord from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Landlord's right to terminate the Lease for non-payment of rent when due after the Lease has been properly terminated in accordance with this Lease and Maine Law. If Tenant or their guests shall violate, breach or be in default of any term or condition of this Lease, Tenant shall pay all costs and expenses incurred by Landlord in connection with its exercising any rights or remedies it may have under this Lease because of such violation or breach. The re-letting of Tenant's premises by Landlord shall not terminate or otherwise affect Landlord's rights against Tenant for damages including, without limitation, loss of rent.

Upon default by the Tenant, the Landlord shall have the following rights to terminate this Lease:

A. <u>Notice of Violation</u>. Serious or repeated violations of the terms of this lease by Tenant can result in termination of the lease and eviction of the Tenant with five (5) days' notice to Tenant. Except for failure to pay rent (see Paragraph B) or damage, nuisance, illegal acts (see Paragraph C) or dangerous actions by a Tenant (see Paragraph D) or serious or repeated violations as described above, if the Tenant does not abide by 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 5 days of delivery of the notice.

(2) If Tenant does not comply within the 3 day period, Landlord may deliver to Tenant a second written notice that the lease will end within 3 days. On that day, the lease term terminates automatically and the Tenant must leave the residence and return the keys to the Landlord.

B. <u>Eviction for Failure to Pay Rent</u>. If the Tenant is 3 days or more late in paying the rent the Landlord may send a notice that states that the lease will end in 3 days, unless the Tenant pays all overdue rent or late charges, before that 3-day period ends. If the Tenant fails to pay the rent the lease term automatically terminates and the Tenant will leave the residence and return the keys to the Landlord.

C. Eviction For Damage, Nuisance, Illegal Acts. If the Tenant, the Tenant's agents, customers or invitees of the Tenant have caused substantial damage to the demised premises which the Tenant has not repaired nor caused to be repaired, has caused a nuisance within the premises, has caused or permitted an invitee to cause the premises to become unfit for its intended purpose or has violated or permitted a violation of the law regarding the tenancy/Lease Agreement, the Lease Agreement may be terminated by Landlord by three (3) days' notice in writing to the Tenant.

D. <u>Eviction for Dangerous Acts</u>. If the Tenant's actions pose an immediate threat to the health or safety of other residents or the Landlord or the Landlord's employees, or to the physical structure of the premises, then the lease can be immediately terminated, without prior warning.

E. Notice of Termination. The Landlord must notify the Tenant in writing when the lease is terminated. This notice must be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant at the premises or by delivering a copy of the notice to the premises (by leaving a copy attached to the door or slipped under the door or other reasonable means) or to a person of suitable age and discretion occupying the premises or to the Tenant. Any notice sent by mail is effective two (2) days after it is mailed.

F. <u>Attorney's Fees</u>. Tenant shall pay to the Landlord any and all attorney's fees and costs of Landlord for Landlord enforcing its rights under this Lease.

<u>SUBORDINATION</u>: Tenant agrees that upon request of the Landlord, in writing, he will subordinate this lease and the lien thereof to the lien of any present or future mortgages upon the demised premises, provided the holder of any such mortgage will enter into an agreement with Tenant that in the event of foreclosure, or other action taken under the mortgage that the rights of the Tenant shall continue in full force and effect, and shall not be terminated or disturbed except in accordance with the provisions of this lease.

<u>DAMAGES</u>: Lessee agrees to pay for any damage to the interior of the premises beyond reasonable wear and tear occurring during the terms of this agreement. This includes damage caused by the intentional or negligent acts of the Lessee or Lessee's family or guests or invitees or customers of the Lessee. Additionally, Lessee shall be deemed to be in breach of this agreement and the Lessor may pursue any legal remedy, if the Lessee or his guests or invitees or customers cause damage to the premises.

<u>DESTRUCTION OF PREMISES</u>: If the leased premises is destroyed substantially by fire or taken by eminent domain, either party may terminate this lease without liability for the remainder of the term.

<u>REPAIRS AND MAINTENANCE</u>: Tenant shall perform all maintenance and make repairs during the term of the lease; however, Landlord shall perform all major structural repairs to that structural part of the premises that Landlord had an obligation to construct to the benefit of Tenant.

<u>PARTIES</u>: Except as herein otherwise expressly provided for, the covenants, conditions and agreements contained in this lease shall bind and insure to the benefit of the Landlord. Tenant and their respective heirs, successors, administrators, executors and assigns; provided, however that no partner of Landlord shall be personally liable hereunder and Tenant agrees to look solely to the partnership assets of the Landlord for the satisfaction of Landlord's obligations hereunder.

<u>TERMINATION OF LEASE</u>: Tenant shall provide Landlord with 60 days notice when terminating lease at the end of the term.

MISCELLANEOUS: This agreement shall be binding upon the parties hereto and their successors and assigns.

#### SEEN AND AGREED TO by the parties.

(Tenant)

Witness

Antoinette Smothers

(Landlord) Plaza Associates at Congress Square L.P. dba Congress Square Plaza

Witness

Alexander L. Stone, Agent

STATE OF MAINE CUMBERLAND, SS.

Personally appeared above-named David Cruz and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

### BUILDING PERMIT INSPECTION PROCEDURES Please call 874-8703 or 874-8693 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.

/	/ _ Footing/Building Location Inspec	tion <u>:</u>	Prior to pouring concrete
	_ Re-Bar Schedule Inspection:		Prior to pouring concrete
	_ Foundation Inspection:		Prior to placing ANY backfill
/	_ Framing/Rough Plumbing/Electri	ical:	Prior to any insulating or drywalling
Call	Final/Certificate of Occupancy:	use. N	o any occupancy of the structure or IOTE: There is a \$75.00 fee per tion at this point.

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 M	<b>1UST BE ISSUED AND PAID FOR,</b>
BEFORE THE SPACE MAY BE OCCUPIED	
	11/22/06
Signature of Applicant/Designee	Date
Mayb Muerta	_11/22/06
Signature of Inspections Official	Date
CBL 03 7 £ 00 3 Building Permit #:	061593