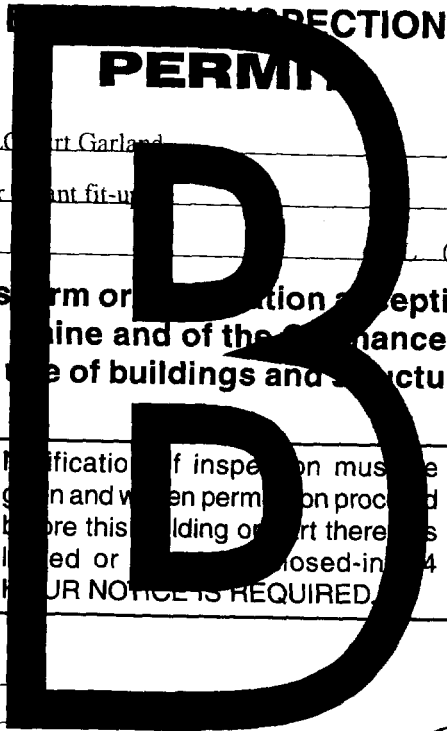


DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

# CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached



Permit Number: 060666

PERMIT ISSUED  
MAY 10 2006  
CITY OF PORTLAND

This is to certify that EARL APARTMENTS LLC Portland, Oregon

has permission to Demo interior partitions for tenant fit-up

AT 28 PREBLE ST

037 E005001

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

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

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or closed-in. 4 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

**OTHER REQUIRED APPROVALS**

Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name \_\_\_\_\_

*[Signature]*  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

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

Permit No: 06-0666	Issue Date: MAY 10 2006	CBL: F005001
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Location of Construction: 28 PREBLE ST	Owner Name: EARL APARTMENTS LLC	Owner Address: 104 GRANT ST	Phone: 2072282064
Business Name:	Contractor Name: Art Garland	Contractor Address: 25 Preble Portland	Phone: 2072282064
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions	Zone:

Past Use: Commercial	Proposed Use: Commercial demo interior partitions for tenant fit-up	Permit Fee:	Cost of Work: \$0.00	CEO District: 1
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Proposed Project Description: Demo interior partitions for tenant fit-up	<b>FIRE DEPT:</b> <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	<b>INSPECTION:</b> Use Group: <i>INTERIOR STRUCTURAL                  NOT DEMO</i>
	Signature:	Signature:

Permit Taken By: dmartin	Date Applied For: 05/05/2006
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 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..	<b>Special Zone or Reviews</b> <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"/> MM <input type="checkbox"/>	<b>Zoning Appeal</b> <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	<b>Historic Preservation</b> <input 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:	Date:	Date:

**CERTIFICATION**

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

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

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

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

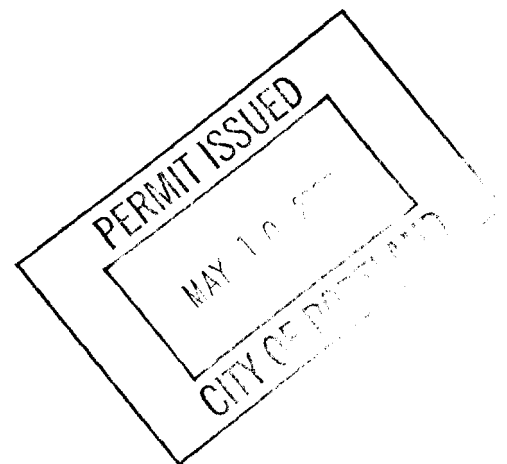
<b>Permit No:</b> 06-0666	<b>Date Applied For:</b> 05/05/2006	<b>CBL:</b> 037 F005001
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<b>Location of Construction:</b> 28 PREBLE ST	<b>Owner Name:</b> EARL APARTMENTS LLC	<b>Owner Address:</b> 104 GRANT ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Art Garland	<b>Contractor Address:</b> 25 Preble Portland	<b>Phone</b> (207) 228-2064
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Interior Demo ONLY	

<b>Proposed Use:</b> Commercial demo interior partitions for tenant fit-up	<b>Proposed Project Description:</b> Demo interior partitions for tenant fit-up
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**Comments:**  
5/8/2006-mjn: Authorization documentation expired on 4/3/06, left a message with Maolone Broker's Peter harrington anf the applicant.





# 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.

Total Square Footage of Proposed Structure <u>2</u>		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>037      F      005</u>		Owner: <u>EARL APTS LLC</u> <u>104 GRANT ST</u> <u>PORT, ME 04101</u>	Telephone: <u>761-0832</u>
Lessee/Buyer's Name (If Applicable) <u>THE MARKET KITCHEN</u> <u>DBA: DOWN HOME COOKIN'</u>	Applicant name, address & telephone: <u>BRENDA GARLAND</u> <u>JULIE MALONBER</u> <u>25 PREBLE ST</u> <u>PORT, ME 04101</u>	Cost Of <del>Per</del> <u>under</u> Work: \$ <u>Bydg Permit</u>	Fee: \$ _____
Current Specific use: <u>EMPTY</u>	If vacant, what was the previous use? <u>MARKET WINES (WINE STORE)</u>	C of O Fee: \$ <u>N/A</u>	
Proposed Specific use: <u>Variety Store / Take Out Sandwich Shop / Caterer</u>	Project description: <u>DEMO OF INTERIOR PARTITIONS PER DEMO PLAN</u>		
Contractor's name, address & telephone:		<div style="border: 1px solid black; padding: 5px; text-align: center;"> DEPT. OF BUILDING INSPECTION  CITY OF PORTLAND, ME  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> MAY 5 2006  RECEIVED </div> </div>	
Who should we contact when the permit is ready: <u>Art</u>			
Mailing address: _____ Phone: <u>228-2064</u>			

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

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

Signature of applicant: <u>Brenda Garland</u> <u>Julie Malonber</u>	Date: <u>5/5/06</u> <u>5/5/06</u>
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**This is not a permit; you may not commence ANY work until the permit is issued.**

*Handwritten initials and number: # 2953*

FROM : Port Property Management

FAX NO. : 2077618048

May. 09 2006 12:41PM P1

# Port Property

M A N A G E M E N T

May 9, 2006

Mike Nugent  
Building Inspections  
City of Portland

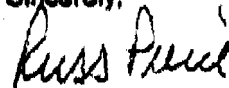
Re: Demo Permit for Down Home Cookin'

Mike-

I am sending you this as a follow up to the conversation we had yesterday regarding 'Down Home Cookin'. We signed a letter of intent with them on April 3<sup>rd</sup> to lease them commercial space at 28 Preble Street. We currently manage the building at this location for Earl Apartments, LLC and should finalize and execute the lease with them by the end of the day tomorrow. I hereby grant you permission to issue them a demo permit so that they can start work in the space.

Please call me at 252-0366 if you have any questions and thank you for your assistance in this matter.

Sincerely,



Russ Pierce  
Chief Operations Officer  
Port Property Management

# Down-Home Cookin'

Delicatessen & **Home** Style Meals for People on the **Go!!**

**Portland Public Market**

**25 Preble St.**

**Portland, ME 04101**

Phone (207) 228-2064

Fax # (207) 228-2065

**May 5,2006**

To Whom it may Concern:

**As** a vendor at the Portland Public Market our future is unknown. We ask that the city assist us in hastening our permit procedure so that we do not suddenly find ourselves "out of business". We ask, that after consideration **of** the existing plans we have available , if a Demolition permit may be issued so we may begin before final approval. We understand that issuing **of** a demo permit in no manner implies final approval **of** a building permit.

Regards,



Brenda L. Garland

March <sup>31</sup>~~27~~, 2006

Russ Pierce  
Port Property Management  
104 Grant St  
Portland, ME 04101

RE: Letter of Intent to Lease - 28-30 Preble St

Dear Russ:

This Letter of Intent sets forth the terms and conditions under which Down-Home Cookin' hereinafter referred to as Tenant, is willing to enter into a lease agreement with Earl Apartments, LLC, hereinafter referred to as Landlord, for space at the below-referenced building. This is not a complete statement of all terms and conditions of the proposed transaction but provides a basis for further negotiations. The terms being offered are as follows:

TENANT: Down-Home Cookin'

LOCATION: 28-30 Preble Street, Portland, ME

SPACE: The demised premises shall be deemed to contain approximately 2,962± RSF.

LEASE TERM: (5) years

OPTION TERM: (1) five year option at then market rates. If Tenant desires to extend its lease, it must inform Landlord in writing, six (6) months prior to the expiration of the Lease Term.

BASE RENT: For the 2,962± RSF Modified Gross (chart below):

YEAR	ANNUAL	MONTHLY
1	\$21,000	\$1,750
2	\$21,900	\$1,825
3	\$22,800	\$1,900
4	\$23,700	\$1,975
5	\$24,600	\$2,050
6		
7		
8		
9		
10		

HVAC: HVAC will be metered directly.

REAL ESTATE TAXES: Landlord is responsible for paying all real estate taxes for the base year of the lease agreement. The Tenant will be responsible for paying its pro-rata share of any increase in the base year real estate taxes. For purposes of the lease agreement the base year for calculating any potential real estate tax increases shall be 2006.

ELECTRICITY: Electricity for lights, outlets to be paid directly by Tenant to utility company.

WATER & SEWER: Tenant will be responsible for water & sewer charges.

CLEANING: Tenant is responsible for its interior space.

SECURITY DEPOSIT: The security deposit in the amount of \_\_\_\_\_ will be required under the terms of the lease. At the end of the lease term the deposit will be returned to Tenant under the provisions of the Lease Agreement.

SIGNAGE: Over space on building. All of Tenant's signage shall be subject to Landlord's written approval, which shall not be unreasonably withheld, or delayed, and shall be in accordance with all local and state governmental codes

USE: Tenant will use the demised premises solely for: restaurant, deli and catering company

TENANT'S RESPONSIBILITY Any and all plans or modifications to the building by Tenant or Tenant's agents will be submitted to Landlord for its approval, not to be unreasonably withheld or delayed.

LANDLORD'S RESPONSIBILITY:

1. Landlord will provide a new HVAC system for the space.
2. Landlord will bring adequate electrical service to a box in the space.
3. Landlord will bring roughed out water and sewer to the space.

SUBLEASE AND ASSIGNMENT: Yes, subject to Landlord's written approval; such approval not to be unreasonably withheld or delayed.

RENT COMMENCEMENT: Two months after occupancy or upon opening.

LEASE OCCUPANCY DATE: ASAP

REPAIRS: Landlord will repair and maintain the roof, structure. The tenant will maintain the HVAC system.

CREDIT CHECK: The execution of this Letter of Intent by Landlord is subject to Landlord's review and approval of Tenant's credit references and financial statements.



LEASE EXECUTION: Landlord shall provide Tenant with a written lease agreement within ten (10) business days of the execution of this Letter of Intent. Tenant and Landlord shall execute said lease agreement within ten (10) days of execution of this Letter of Intent.

ZONING: It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the subject premises. Landlord, Malone Commercial Brokers and Earl Apartments, LLC make no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

GUARANTEE: The lease shall be guaranteed by Brenda Garland and Julie Macomber.

DEFINITIVE AGREEMENT: Upon execution of this Letter of Intent, Landlord will cause its counsel to prepare the initial draft of a definitive lease agreement and the parties will then attempt to negotiate and execute a binding agreement within ten (10) days of Tenant's execution of this Letter of Intent. Neither party has an obligation to negotiate or conclude the business arrangement of this Letter. Each party acknowledges that it will not take any action or refrain from taking action in reliance on this Letter, and any such reliance would be at its own risk.

BINDING EFFECT: This Letter is intended to be confirmation of interest between the parties in pursuing negotiations for a definitive agreement based on the terms hereof and, shall not constitute a binding agreement between the parties hereto. No agreement shall be binding unless and until each party has reviewed and approved (in its sole discretion) a definitive written agreement incorporating all the terms, conditions, and obligations of the parties, and has duly executed and delivered such agreement.

MISCELLANEOUS: This offer is contingent upon the following:  
Tenant receiving financing approval.

OFFER EXPIRATION: This Letter of Intent will expire on ~~March 30~~ <sup>April 3</sup>, 2006 at 5:00 p.m. if not executed by Landlord and Tenant prior to then.

Sincerely,

Peter Harrington



**SEEN AND AGREED TO BY:**

\_\_\_\_\_  
LANDLORD:  
BY:  
ITS:

\_\_\_\_\_  
Date

*Julie A. Macombell*  
\_\_\_\_\_  
TENANT:  
BY:  
ITS:

*04-3649926*  
Tax ID# or SS#

*3/27/06*  
Date