



Permitting and Inspections Department
Michael A. Russell, MS, Director

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/22/2019

Commercial Interior Alteration Checklist

(Including change of use, tenant fit-up*, amendment and/or interior demolition)

All applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Commercial Interior Alterations Checklist** (this form)
- Impact Fee Form and documentation from Portland Water District** (refer to form for details and applicability)
- Plot plan/site plan** showing lot lines, shape and location of all structures, off-street parking areas and noting any dedicated parking for the proposed business
- Proof of Ownership or Tenancy** (If tenant, provide lease or letter of permission from landlord. If owner, provide deed or purchase and sale agreement if the property was purchased within the last 6 months.)
- Key plan** showing location of the area(s) of renovation within the building footprint and adjacent tenant uses
- Life Safety Plan** drawn to scale, showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems
- Existing floor plans/layouts** drawn to scale, including area layout, removals, exits and stairs
- Proposed floor plans/layouts** drawn to scale, including dimensions, individual room uses and plumbing fixtures

Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated [Policy on Requirements for Stamped or Sealed Drawings](#).

Additional plans may also require the following (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

- Code information** including use classifications, occupant loads, construction type, existing/proposed fire alarm, smoke and sprinkler protection systems, egress (exits and windows), fire separation areas and fire stopping
- Demolition plans and details for each story** including removal of walls and materials
- Construction and framing details** including structural load design criteria and/or non-structural details
- New stairs** showing the direction of travel, tread and rise dimensions, handrails and guardrails
- Wall and floor/ceiling partition types** including listed fire rated assemblies
- Sections and details** showing all construction materials, floor to ceiling heights, and stair headroom
- New door and window schedules** (include window U-factors)
- Accessibility features and design details** including the Certificate of Accessible Building Compliance
- Project specifications manual**
- A copy of the State Fire Marshal construction and barrier free permits.** For these requirements visit:

http://www.maine.gov/dps/fmo/plans/about_permits.html

Food service occupancies require additional plans and details for review, such as occupant load per square foot area for tables and chairs (**both inside and outside**), number of fixed bar, banquet and booth seating, equipment and plumbing fixture plans with schedule, hood location and interior finish materials. Accessible seating and counter details shall be included, please refer to this site: http://www.alphaonenow.org/userfiles/resto_access_sheet.pdf

Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.

*Tenant fit-up: construction necessary within the demising walls of a leased space, including partitions, finishes, fixtures, lighting, power, equipment, etc. making the interior space suitable for the intended occupation.

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Certificate of Accessible Building Compliance

All facilities for the use of a public entity shall be readily accessible by individuals with disabilities.

Project Name: Atlantic Design Center Project Address: 305 Commercial Street

Classification: Title II (State/Local Government) Title III (Public Accommodation/Commercial Facility)

New Building

- Americans with Disabilities Act (ADA)
 Maine Human Rights Act (MHRA)
 Barrier Free Certification (\$75,000+ scope of work)
 State Fire Marshal Plan Review Approval

Alteration/Addition

- Existing Building Completion date:
 Original Building: _____
 Addition(s)/Alteration(s): _____
 Americans with Disabilities Act (ADA)
 Path of Travel Yes No
 Maine Human Rights Act (MHRA)
 Exceeds 75% of existing building replacement cost
 Barrier Free Certification (\$75,000+ scope of work)
 State Fire Marshal Plan Review Approval

Occupancy Change/Existing Facility

- New Ownership – Readily Achievable Barrier Removal: _____

Residential

- Americans with Disabilities Act (ADA)
 Fair Housing Act (4+ units, first occupancy)
 Maine Human Rights Act (MHRA)
 Covered Multifamily Dwelling (4+ units)
 Public Housing (20+ units)
 Uniform Federal Accessibility Standards (UFAS)
 None, explain: _____

Contact Information:

Design Professional:

Hiroko Lindsey

Signature

(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)

Name: Hiroko Lindsey

Address: 439 York Street Suite A

York Harbor Maine 03909

Phone: 207-641-9739

Maine Registration #: ME-ARC 3896

Owner:

Dan Remick

Signature

(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)

Name: Dan Remick, GM-Eldredge Lumber

Address: PO Box 69

Cape Neddick ME 03902

Phone: 207-363-2004



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PARKS & RECREATION, TRANSPORTATION, AND WASTEWATER IMPACT FEE FORM

Please note that impact fees will not be assessed for projects that have been granted site plan approval prior to December 19, 2018.

Under the City's adopted ordinance, impact fees apply to any building permit application which results in: (a) an increase in the number of residential dwelling units or hotel rooms; (b) an increase in non-residential building square footage; (c) an increase in the number or size of water meters, or (d) a change of use which results in an increase in impact on municipal facilities, based on the use types below.

You do not need to complete the form below if all of the following apply to the project:

1. There is no proposed change to the total non-residential floor area;
2. There is no change to the use category (as listed below in the Land Use Information table);
3. There is no net increase in number of residential dwelling units or hotel rooms; and
4. There is no change to the number or size of water meters.

Applicant Name _____

Project Address _____ **Chart/Block/Lot (CBL)** _____

1. Is this building permit application for an affordable housing project? Yes No
If yes, what percentage of the units in the project are workforce or affordable units? _____ %
2. Has the site been occupied by a legally established and operating use in the last 12 months? Yes No
3. Have you previously requested or received an impact fee modification for this project? Yes No
Note: A fee modification may only be granted in certain circumstances as defined in the Impact Fee Ordinance. For more information, see here.

4. Existing and Proposed Land Use Information

If this building permit application involves a new use or change of use, please complete the following table. If no new use or change of use is proposed, then indicate not applicable/no change in the column at the right.

Use	Unit of Measure	Total Existing	Total Proposed for Project*	N/A No Change
Single- or two-family residential	Units			<input type="checkbox"/>
Multi-family residential	Units			<input type="checkbox"/>
Retail/Services	SF of Gross Floor Area			<input type="checkbox"/>
Office	SF of Gross Floor Area			<input type="checkbox"/>
Industrial	SF of Gross Floor Area			<input type="checkbox"/>
Institutional	SF of Gross Floor Area			<input type="checkbox"/>
Hotel	Rooms			<input type="checkbox"/>

*Total Proposed shall include any existing units or floor area to remain and any additional units or floor area to be created or converted.



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5. **Existing and Proposed Water Meter Information** - Submit capacity letter or other documentation from Portland Water District regarding water meter size, with this form. If you have questions about the water meter size needed for your project, please contact the Portland Water District at 761-8310.

Meter size (in inches)**	Capacity Ratio	NUMBER OF METERS	
		Total Existing	Total Proposed for Project*
5/8	1.00		
3/4	1.50		
1	2.50		
1 1/2	5.00		
2	8.00		
3	16.00	1	1
6	50.00		
8	80.00		

*Total Proposed shall include any existing water meters to remain and any additional water meters to be added.

**If your water meter is of a size not listed on the table above, please contact the Permitting and Inspections Department at 874-8703.

6. I hereby certify that the details furnished on this form are true and accurate to the best of my knowledge and I undertake to inform you of any changes therein.

Applicant Signature Crystal Wilson Date 1/16/19



COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES Baxter Place LLC with a mailing address of c/o Lathrop Asset Management, 723 Riverside Street, Portland, ME 04103, ("LANDLORD"), hereby leases to Eldredge Lumber & Hardware, Inc., with a mailing address of 69, Cape Neddick ME 03902, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES The Premises are deemed to contain 4,024± rentable square feet (RSF) on the 1st floor and 2,000± RSF of lower level space as depicted in Exhibit A. The Premises are located at 305 Commercial Street together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM The term of this Lease shall be for Seven (7) Years, unless sooner terminated as herein provided, commencing on September 15, 2018 and ending on September 14, 2025. Tenant's obligation to pay rent will start on November 1, 2018.

4. RENT TENANT shall pay to LANDLORD the following base rent:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$96,000.00</u>	<u>\$8,000.00</u>
<u>2</u>	<u>\$98,400.00</u>	<u>\$8,200.00</u>
<u>3</u>	<u>\$100,860.00</u>	<u>\$8,405.00</u>
<u>4</u>	<u>\$103,381.56</u>	<u>\$8,615.13</u>
<u>5</u>	<u>\$105,966.12</u>	<u>\$8,830.51</u>
<u>6</u>	<u>\$108,615.24</u>	<u>\$9,051.27</u>
<u>7</u>	<u>\$111,330.60</u>	<u>\$9,277.55</u>

Base rent shall be payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated Baxter Place LLC c/o Lathrop Asset Management, 723 Riverside Street, Portland, ME 041031. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for Two (2) terms of Five (5) years each. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows: Rental rate will be at fair market rent but not less than prior year's rent.

In the event that TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Eight Thousand and 00/100 Dollars (\$8,000.00), which shall be held as a security for TENANT's performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

7. RENT ADJUSTMENT
A. TAX ESCALATION If in any tax year commencing with the fiscal year 2019, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2018 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, Eight percent (8%) of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.



B. OPERATING COST ESCALATION

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, Eight percent (8%) of any increase in operating expenses over those incurred during the Base Year. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

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During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. PARKING

Landlord to provide 2 on-site parking spaces to be included in the lease rate. An additional 4 spaces to be provided at market rates.

9. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

10. USE OF LEASED PREMISES

TENANT shall use the leased premises for the purpose of a kitchen and bath retail and showroom space.

11. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

12. MAINTENANCE

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the



A. TENANT'S OBLIGATIONS

leased premises (including without limitation windows, doors and all interior systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, ^{damage by fire or compliance} ~~the contrary herein~~ ^{Permitting and Inspection Department} ~~unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein,~~ ^{Approved with Conditions} ~~TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.~~ ^{02/22/2019}

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

13. ALTERATIONS- ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

14. ASSIGNMENT- SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT, resulting in a change in control of Tenant, shall constitute an assignment of this Lease.

15. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD'S lender.

16. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

17. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof



(including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises due to any act or negligence of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, awnings, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the contents of the leased premises, whether owned by TENANT or others.

18. TENANT'S
LIABILITY
INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

19. FIRE CASUALTY-
EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

20. DEFAULT AND
BANKRUPTCY

In the event that:
 (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
 (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
 (c) The leasehold hereby created shall be taken on execution, or by other process of law, against TENANT; or
 (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including without limitation real estate commissions and costs of returning the premises to its condition at the inception of this Lease, reasonable wear and tear excepted.

21. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or upon mailing to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to



LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

- 21. SURRENDER
TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises with all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
- 22. HAZARDOUS MATERIALS
TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.
- 23. LIMITATION OF LIABILITY
TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.
- 24. LANDLORD DEFAULT
LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
- 25. WAIVER OF RIGHTS
No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.
- 26. SUCCESSORS AND ASSIGNS
The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
- 27. HOLDOVER
If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.
- 28. JURY TRIAL WAIVER
NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE



PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FEDERAL ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

Reviewed for Compliance
 Approved with Conditions
 Department

02/22/2019

29. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

30. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Justin Lamontagne ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease other than as set forth below with respect to LANDLORD'S payment of a commission to Malone Commercial Brokers and NAI The Dunham Group, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Peter Harrington ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

Landlord agrees to pay a commission upon execution of this Lease which will be split 50/50 between Malone Commercial Brokers and NAI The Dunham Group.

31. OTHER PROVISIONS

It is also understood and agreed that:

Landlord will provide Tenant with a \$35,000 improvement allowance for work within the Premises, and such work shall be subject to section 13 above. Landlord will also provide a new HVAC system to the Premises. Each vendor involved in the build-out will bill the Lathrop Asset Management directly and will supply, when requested, a payment requisition to Tenant.

Landlord will submeter electricity for lower level and will bill Tenant directly.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 18th day of Sept., 2018.

TENANT:

Eldredge Lumber & Hardware, Inc.

[Signature]
 Signature GM ELDRIDGE LUMBER

NAME/TITLE

Witness to Tenant

LANDLORD:

Baxter Place, LLC

[Signature]
 Signature Linnette Pride / Auth. Agent

NAME/TITLE

Witness to Landlord



02/22/2019

Crystal Wilson

From: Brian Johnson <brianjohnson@pwd.org> on behalf of AMaP MEANS <means@pwd.org>
Sent: Tuesday, January 15, 2019 3:22 PM
To: Crystal Wilson
Subject: RE: 305 Commercial Street - Water Meter Size

Hi Crystal,

The Portland Water District can confirm that the Baxter Place Building (305 Commercial Street – Portland) is currently served by a 4" domestic water service line with a 3" Sensus OMNI C2 water meter. This meter has a maximum continuous flow rate of 500 gpm.

Please let us know if you have any questions.

Have a great day,

Brian Johnson

MEANS Group

Main Extensions and New Services

Portland Water District

225 Douglass Street

Portland, ME 04104-3553

P:(207)774-5961 Ext. 3199

F:(207)761-8307

MEANS@pwd.org

Brian Johnson

Asset Management Technician

Portland Water District

Phone: 207-774-5961 x3947

E-mail: brianjohnson@pwd.org

<http://www.pwd.org>

From: Crystal Wilson <crystal@douston.com>
Sent: Tuesday, January 15, 2019 3:11 PM
To: AMaP MEANS <means@pwd.org>
Subject: 305 Commercial Street - Water Meter Size

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Brain just left me a voicemail. I do need an email back that does confirm that the existing water meter for the Baxter Place building is a 3" meter that services the entire building.

Thank you for all of your help!

Crystal Wilson
Douston Construction, Inc
754 Alfred Road
Arundel, ME 04046
t. 207-283-0110 Ext. 5
f. 207-283-0114
Douston.com

[Visit us on Facebook](#)



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02/22/2019



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF STATE FIRE MARSHAL
 45 COMMERCE DR STE 1
 AUGUSTA, ME 04333-0001



Reviewed for Code Compliance
 Permitting and Inspections Department
 Approved with Conditions

02/22/2019

Barrier Free Permit

No. 26016

In accordance with the provisions of M.S.R.A. Title 25, Section 2448-A and Title 5, Section 4594-F, the project listed below has been review for compliance with MHRA and ADA. This plan has NOT been reviewed by the State Fire Marshal's office for compliance with M.R.S.A. Title 25, Section 2452. No departure from application form/pans shall be made without prior approval in writing. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Each permit issued shall be displayed at the site of construction.

Building: 305 COMMERCIAL STREET TENANT FIT OUT
Location: 305 COMMERCIAL ST, PORTLAND, ME 04101-4641
Owner: BAS ELDREDGE LLC
Owner Address: PO BOX 69, CAPE NEDDICK, ME 03902-0069

Occupancy Type: Business
 Secondary Use: Mercantile Class B
 Use Layout: Mixed Use
 Sprinkler System
 Fire Alarm System
 Reviewed for Barrier Free Compliance Only
 Construction Mode: Renovation
 Heavy Timber: Type IV (2HH)
 Final Number of Stories: 6

Permit Date: 12/18/2018

Expiration Date: 06/17/2019

COMMISSIONER OF PUBLIC SAFETY



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF STATE FIRE MARSHAL
 45 COMMERCE DR STE 1
 AUGUSTA, ME 04333-0001



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Barrier Free Permit

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COMMISSIONER OF PUBLIC SAFETY



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/22/2019

Atlantic Design Center
Baxter Place
305 Commercial Street
Portland, ME

Description of Use by Floor

Main Floor:

This space will serve as a cabinet showroom with displays of different lines that are carried.

Lower Level:

The space will be used as office space for the designers and administrative support staff. All of the designers work in and out of the office. They have scheduled days when they are "Designer on Duty". Similar to a real estate office "up time". They will be utilizing the work stations in the lower level during those days. Customers will not be going into the lower level. There will also be an employee break room located in the lower level.