

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

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

<b>Permit No:</b> 07-1234	<b>Date Applied For:</b> 10/01/2007	<b>CBL:</b> 047 A001001
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<b>Location of Construction:</b> 9 DEERING AVE	<b>Owner Name:</b> 9 DEERING AVENUE LLC	<b>Owner Address:</b> PO BOX 7225	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b>	<b>Contractor Address:</b>	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

<b>Proposed Use:</b> Salon - Change of use from retail to personal service (hairsalon- "Lourdes Int'l Salon") NO CONSTRUCTION	<b>Proposed Project Description:</b> Change of use from retail to personal service (hair salon) NO CONSTRUCTION
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<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Ann Machado	<b>Approval Date:</b> 10/18/2007
<b>Note:</b> Needs two parking spaces. Two parking spaces are located at 556 Cumberland Avenue which is within the 100' of the beauty salon.			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
2) Separate permits shall be required for any new signage.			

<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Jeanine Bourke	<b>Approval Date:</b> 11/05/2007
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.			
2) All penetrations through rated assemblies must be protected by an approved firestop system installed as tested in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.			
3) Information on the floor ceiling assembly shall be submitted, with a plan on achieving a 2 hour separation			
4) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			

<b>Dept:</b> Fire	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Capt Greg Cass	<b>Approval Date:</b> 10/23/2007
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) Emergency lights and exit signs required.			
2) Minimum ceiling height required is 7' Exit door required to be full height.			
3) 2 hr. Fire rated separation required between Mercantile use and Residential.			

<b>Comments:</b>
11/2/2007-jmb: Contacted John C., he said the "basement" is really a lower level. He will provide info on the ceiling rating and whether the building is sprinklered...he thought it was.
11/5/2007-jmb: John C. Called, the building is not sprinklered, not sure how many layers of coverings are on the ceiling. Will need to investigate and provide 2hr., ok to issue
10/16/2007-amachado: Left message for John Carpenter. Need plot plan that shows the lot, where the building is located on the lot and the dimensions of the parking area. The change of use needs to show that there are two parking spaces off street on the site. Percy's bike store can't be the previous use if it is located next door.
10/18/2007-amachado: Received information for parking within 100' of the property. Percy's bike store occupied this space previously.



# 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: <u>9 Deering Ave Portland, Maine</u>		
Total Square Footage of Proposed Structure/Area <u>X</u>		Square Footage of Lot <u>X</u>
Tax Assessor's Chart, Block & Lot Chart# <u>47</u> Block# <u>A</u> Lot# <u>1</u>	Applicant * <b>must be owner, Lessee or Buyer</b> * Name <u>Luz Carpenter</u> Address <u>931 Congress St</u> City, State & Zip <u>Portland, Me 04102</u>	Telephone: <u>207-221-2344</u> <u>207-329-0242</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>30</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>105</u>
Current legal use (i.e. single family) <u>RETAIL</u> If vacant, what was the previous use? <u>Retail - Percy's Bicycle Shop</u> Proposed Specific use: <u>Beauty SALON</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Beauty SALON: hair, nails, cuts</u> <u>NO construction</u> <u>Basic Plumbing (2 sinks) Electricity</u>		
Contractor's name: _____ Address: _____ City, State & Zip _____ Telephone: _____		
Who should we contact when the permit is ready: <u>John Carpenter</u>		Telephone: <u>207-409-4108</u>
Mailing address: <u>41 W COMMUNEA 1TH IN PORTLAND, ME 04103</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.

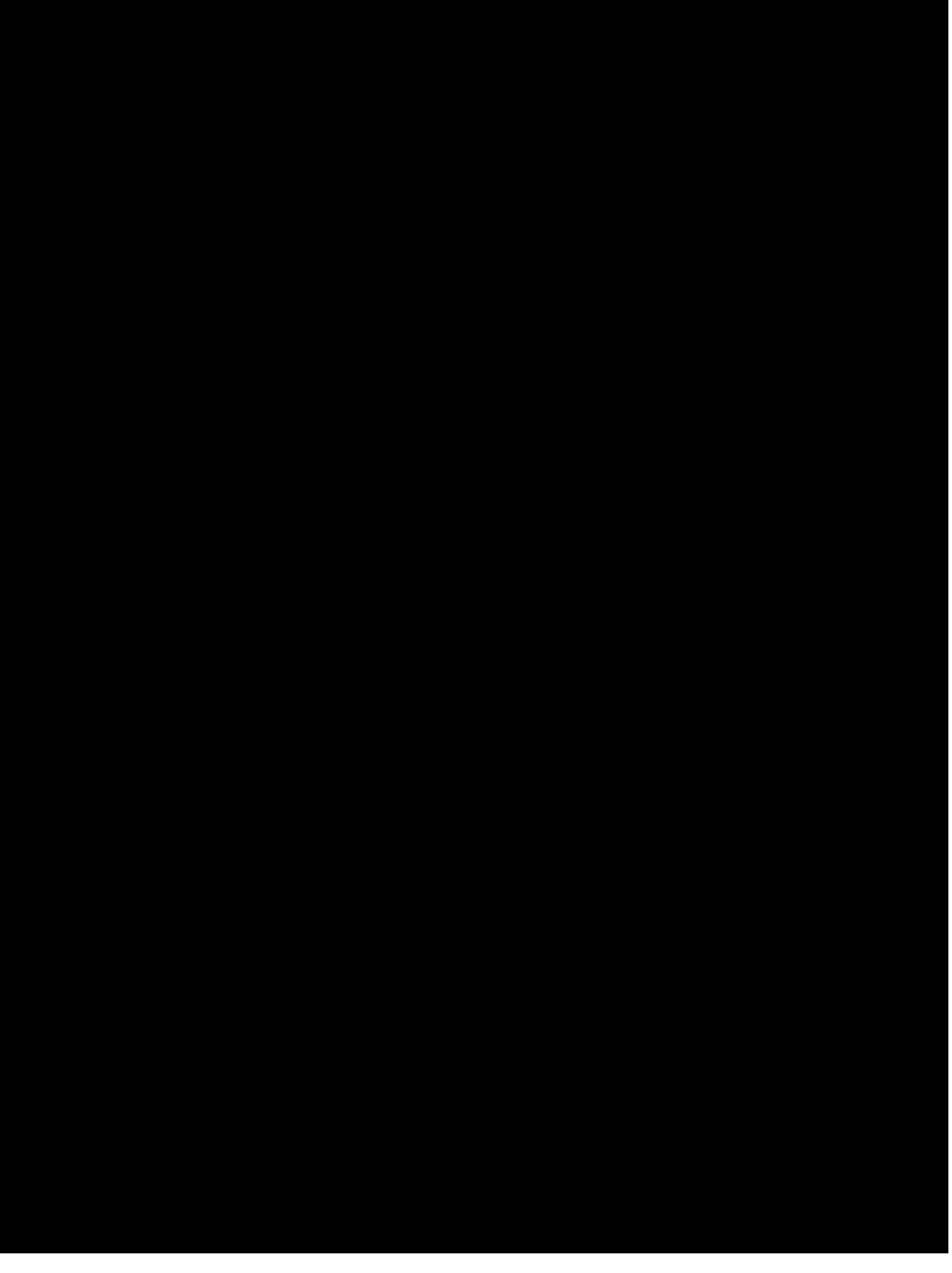
Signature: [Signature]

Date: 9/27/07

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







THIS INDENTURE OF LEASE made and entered into this 1st day of October 2007, by and between 9 Deering Avenue, LLC, party of the first part (hereinafter referred to as "Lessor") and Luz Carpenter, party of the second part (hereinafter referred to as "Lessee").

W I T N E S S E T H

THAT Lessor for and in consideration of the rent reserved, covenants and agreements hereinafter set forth to be kept, observed and performed by Lessee, has demised and leased and does hereby demise and let unto Lessee, the following described premises situated in the City of Portland, in the County of Cumberland, State of Maine, more particularly described as follows:

DESCRIPTION: Retail space located at 9 Deering Avenue Store, Portland, Maine 04101.

TERM TO HAVE AND TO HOLD the above-described premises (hereinafter called the "demised premises") unto the Lessee for a term of one (1) years from October 1, 2007 through September 30, 2008

RENTAL YIELDING AND PAYING therefore the rent reserved for the period of the first year shall be Seven Thousand One Hundred Forty Dollars (\$7,140.00) payable in consecutive equal monthly installments of Five Hundred Ninety Five Dollars (\$595.00) due each month in advance, on the first day of each and every month for the period of October 1, 2007 through September 30, 2007.

LATE FEE

A LATE FEE of four percent (4%) will be added to each payment that is fifteen or more days on arrears.

COVENANTS

The parties hereto, for and in consideration of the mutual promises and agreements herein contained, covenant and agree as follows:

RENT

Lessee covenants and agrees to pay each and every installment of the rent reserved as herein specified promptly when due and without demand.

REQUIREMENTS OF LAW; INSURANCE RATES

Lessee shall comply with all laws, orders, ordinances and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer of officials, pursuant to law, which shall impose any duty, obligation or limitation upon Lessor or Lessee with respect to the demised premises or the use thereof arising from Lessee's specific use of the premises. Lessee agrees that all

#### PERSONAL PROPERTY TAXES

Lessee will pay all personal taxes levied or assessed in respect of the personal property and trade fixtures on the demised premises belonging to the Lessee or persons, firms, or corporations other than Lessor.

#### RUBBISH

Lessee is responsible for rubbish removal.

#### SIGNS

All exterior signs must be approved by Lessor.

#### GLASS DAMAGE

Lessee will be responsible for glass damage.

#### ALARMS

Any alarm installed by Lessee shall be of the silent type.

*- sounding alarm  
is fine (SM)*

#### QUIET ENJOYMENT

Lessor covenants and agrees with Lessee that Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premises and all appurtenances thereto without hindrance or molestation.

#### ACCESS BY LESSOR

Lessor shall have access to the demised premises during reasonable hours for the purpose of examining and inspecting the demised premises and of showing the same to prospective purchasers, mortgagees or tenants, and reading utility meters, provided such access does not unnecessarily interfere with the use of the demised premises by the Lessee.

#### REPAIRS AND MAINTENANCE

During the term of this Lease or any extension or renewal thereof, Lessor shall maintain the structural and exterior portions of the demised premises and repair any damage thereto, not caused by the negligence or willful act or omission of the Lessee, or its agents, employees, invites, or guests. Lessor will not provide, install, repair or maintain air conditioners.

#### FIRE AND CASUALTY INSURANCE

Lessor shall keep the building and the premises insured against loss or damage by fire or other casualty with the usual extended coverage endorsements in an amount equal to the full replacement value of said building and premises.

equipment installed meets City of Portland Codes. Lessee shall do or keep nothing, nor allow anything to be done or kept, on or about the demised premises which may be denominated extra hazardous as to insurance by fire insurance companies or which may increase Lessor's fire insurance rates or which may cause any Lessor's insurance to be adversely affected.

#### SURRENDER OF PREMISES

Upon the expiration or other termination of the term of this Lease or any extension or renewal thereof, whether by reason of lapse of time or Lessee's default or otherwise, Lessee shall quit and surrender the demised premises to Lessor, broom clean, in as good order and condition as they now are or may be put into by Lessor or the Lessee, ordinary wear excepted, and damage by fire or other inevitable accident beyond the control of Lessee, or its agents, employees, guests, or invites excepted, and any other which it is the responsibility of Lessor to maintain or repair expected; and Lessee shall remove all personal property of Lessee as directed by Lessor.

#### SPECIFIC USE

Lessee agrees that the demised premises during the term of the lease, and any renewal or extension thereof, shall be used and occupied only for hair styling and related services.

#### ALTERATIONS

Lessee will not make interior alterations to the demised premises without the written approval of the Lessor, which approval shall not be unreasonably withheld.

#### WASTE CLAUSE

Lessee will not make or suffer and strip or waste of the demised premises, and Lessor and/or any person holding a mortgage on the demised premises may enter during reasonable business hours to view and make improvements in the demised premises.

#### UTILITIES

Lessee pays for all utilities.

#### REAL PROPERTY TAXES

Lessor will pay all real property taxes, assessments, fees, impositions and charges levied upon or with respect to all or any part of the demised premises.



performed by Lessee under this lease then Lessor shall give to Lessee a 7-day notice in writing of such default and a demand to cure the same, (iv) there shall be filed by or against Lessee a petition under any Chapter of Chapters of Bankruptcy Act of the United States or any other insolvency proceeding relating to the debts of Lessee shall be brought by or against Lessee, or Lessee shall make an assignment for the benefit of creditors, or shall be insolvent or unable to pay its debts as they mature or a receiver shall be appointed for Lessee or any substantial part of its property, then and in any one or more such events Lessor may, at Lessor's sole election, (x) enter the demised premises and expel Lessee and those claiming under it, and remove its and their effects, and/or notify Lessee that the term of this Lease has terminated, and in either case the term hereof shall terminate upon such entry or giving of such notice, whichever shall first occur, and the Lessee shall thereupon quit and surrender the demised premises to Lessor. In case of termination above provided, Lessor shall be deemed to have waived no rights or other remedies hereunder, or at law or in equity, and shall be entitled to recover arrearages of rent, damages as for breach of contract, which shall include, without limitation, the amount of the total rent reserved under this Lease for the full term as if the same had not been terminated, less any proper credits, and Lessor's reasonable attorney's fees and any other expenses of Lessor incurred in connection with the retaking of possession of the demised premises and the removal and storage of Lessee's effects and the recovery of damages of the exercise of other right and remedies.

#### ASSIGNMENT

Lessee shall not assign or encumber this Lease or sublet the demise premises or any part thereof.

#### NOTICES

Any notices from one party to the other hereunder shall be in writing and shall be deemed to be duly given and delivered when delivered by hand or certified mail, addressed to the address of such party below set forth;


#### SUBORDINATION

The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the premises and the land and building of which said premises are apart.

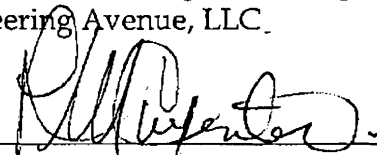
LESSOR: Cathy-Ann Wirth, Manager  
9 Deering Avenue, LLC  
P.O. Box 7225, DTS  
Portland, Maine 04112

LESSEE: Luz Carpenter  
9 Deering Avenue  
Portland, ME 04101

10/1/07  
Date

  
Cathy-Ann Wirth, Manager or her agent/Lessor  
9 Deering Avenue, LLC

10-1-07  
Date

  
Luz Carpenter/Lessee

Security Deposit was received in the amount of \$595.00 on September 17, 2007.

#### FIRE CLAUSE

If the demised premises during the term of this Lease or any extension or renewal thereof be so destroyed or damaged by fire or other unavoidable casualty not the fault of Lessee as to render the demised premises as a whole unfit for occupation, then the rent herein before reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated until the demised premises shall have been rebuilt and put in proper condition for occupancy by the Lessor, or these presents shall, at the election of either the Lessor or the Lessee, upon written notice thereof to be given within thirty (30) days after such damage or destruction, thereby be determined and ended, without prejudice to any rights of Lessor for breach of contract, arrears of rent.

#### DAMAGE TO PERSONAL PROPERTY

All merchandise, trade fixtures, effects and property of every kind, nature and description belonging to the Lessee or other persons on or about the demised premises shall be at the sole risk and hazard of Lessee, and if the whole or any part thereof shall be stolen or damaged or destroyed by fire, air, water or steam or by breakage or bursting of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever, no part of any loss resulting is to be charged to or borne by Lessor.

#### INDEMNIFICATION

Lessee and Lessor covenant and agree to forever save and hold each other harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the demised premises not caused by negligence or willful act or omission of other party, or its agents, employees, invites or guests, and/or resulting from that party's failure to observe or comply with any of the party's obligations undertaken in this Lease.

#### PUBLIC LIABILITY INSURANCE

Lessee agrees to take out and continuously maintain during the term of this Lease and any extension or renewal thereof a public liability insurance policy satisfactory as to coverage and carrier to the Lessor, protecting the Lessor against any and all claims that may be made against Lessor for damage to property or injury or death of persons by reason of or in any way arising on or out of or connected with the demised premises or Lessee's use or occupancy of the demised premises.

#### DEFAULT

If (i) the demised premises shall be abandoned by Lessee, or the estate hereby created shall be taken by process of law, (ii) Lessee shall default in the payment of any installment of rent when due, whether or not demanded, (iii) Lessee shall default in the faithful observance or performance of any other covenant to be



395 Fore Street  
P.O. Box 7225  
Portland, ME 04112  
Tel: (207) 772-6579  
Fax: (207) 773-0680

October 1, 2007

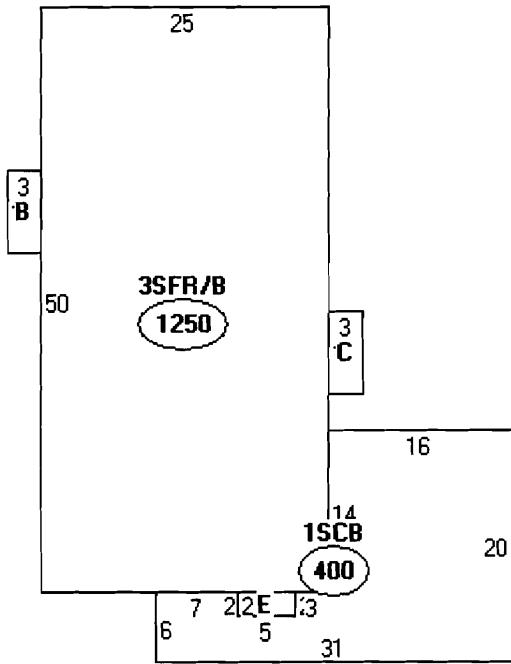
To Whom It May Concern:

Luz Carpenter has our permission to run a salon at the retail space located at 9 Deering Avenue in Portland. If anything further is needed, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Sawyer", with a long, sweeping underline that extends to the right.

Harrison Sawyer, Manager  
H.H. Sawyer Realty Company & Daughters



Descriptor/Area

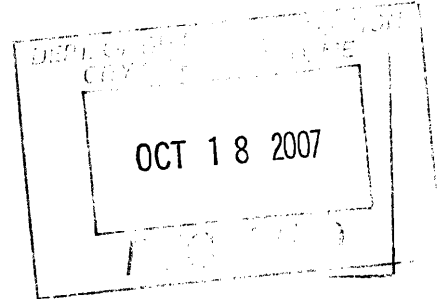
- A: 3SFR/B  
1250 sqft
- B: 2SFRBAY  
21 sqft
- C: 2SFRBAY  
21 sqft
- D: 1SCB  
400 sqft
- E: 1SFR/1SCB  
10 sqft

**H.H. Sawyer Realty Company  
& Daughters**

P.O. Box 7225  
Portland, Maine 04112  
Office: 207.772.6579  
Fax: 207.773.0680

October 18, 2007

City of Portland  
Permit Division  
389 Congress Street  
Portland, Maine 04101



To Whom It May Concern;

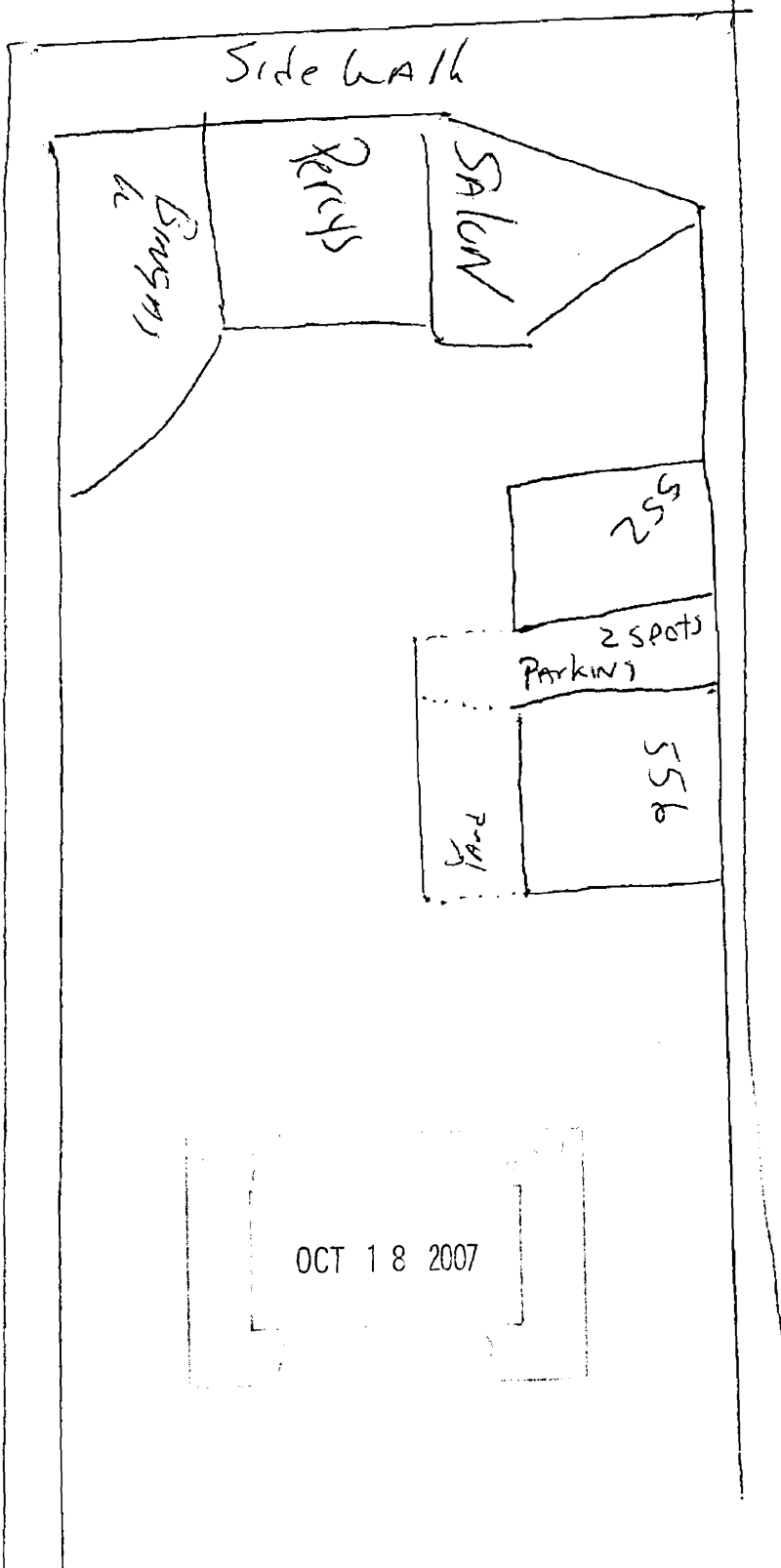
Please be advised that the retail space located at 9 Deering Avenue has access to two parking spots that are located beside our building at 556 Cumberland Avenue which is within 100 yards of the building.

If you have any questions regarding, please feel free to contact our office.

Sincerely,

Cathy-Ann Wirth  
H. H. SAWYER REALTY COMPANY

# Louder FutL SALON



Congress

Reception

OCT 18 2007

beautysalon parking - less than 100' o/c.

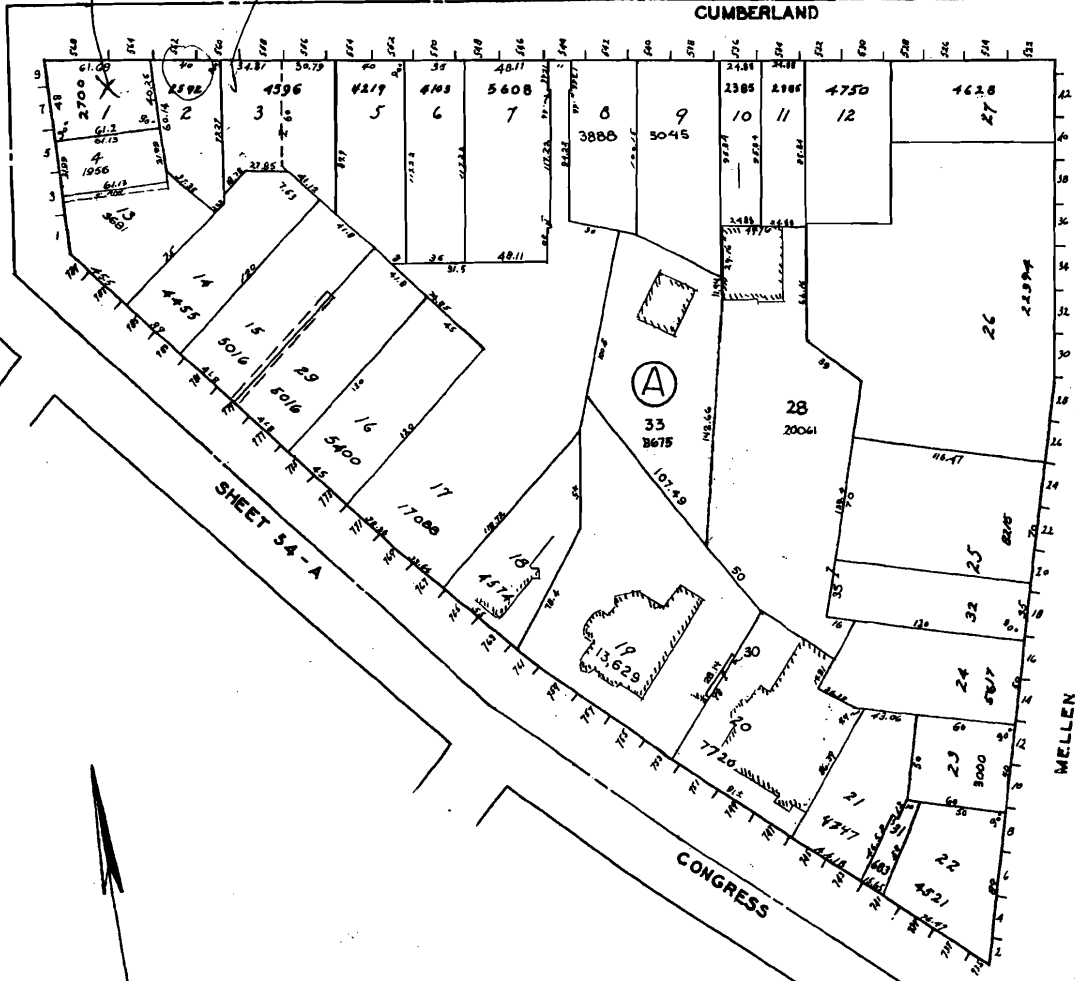
AVENUE

SHEET 48 - C

CUMBERLAND

DEERING

STREET



SHEET 5A - A

OCT 18 2007



