City of Portland, Maine – Buildi Location of Construction:	Owner:	fritmers :	Phone:	Permit No: 980000
Owner Address:	Lessee/Buyer's Name:	Phone:	BusinessName:	PERMIT ISSUED
Contractor Name:	Address: 773-6481	Phon	e:	Permit Issued: JAN 2 2 1998
Past Use:	Proposed Use:	COST OF WOR \$ 13,000.		
Office Dwelling Unit	Lodging House Dwelling Dair		Approved INSPECTION: Denied Use Group: P-2 Type: BOCA 96 Signature: Hoffse	Zone: CBL: 047-0-026
roposed Project Description: Change Use as above Lodging Bouce of 17 unit	Interior Removations	Action:	Approved Approved with Conditions: Denied	
Permit Taken By:	Date Applied For:	Signature:	Date:	□ Subdivision □ Site Plan maj □minor □mm □
 Building permits do not include plumbing, Building permits are void if work is not star tion may invalidate a building permit and s Mail Tori Line at St is 	ted within six (6) months of the date of stop all work	issuance. False informa-		 Miscellaneous Conditional Use Interpretation Approved Denied Historic Preservation
939 Congress Portland, Ni	Sr.		PERMIT SUPERING	 Not in District or Landmark Does Not Require Review Requires Review Action:
	CUDTUDIO		he owner of record and that I have b	een DApproved with Conditions
I hereby certify that I am the owner of record of authorized by the owner to make this applicatio if a permit for work described in the application areas covered by such permit at any reasonable	n as his authorized agent and I agree to is issued, I certify that the code officia	conform to all applicables of the second sec	le laws of this jurisdiction. In addit tive shall have the authority to ente	
authorized by the owner to make this applicatio if a permit for work described in the application areas covered by such permit at any reasonable	the named property, or that the proposed n as his authorized agent and I agree to is issued, I certify that the code officia hour to enforce the provisions of the c	o conform to all applicable l's authorized representation ode(s) applicable to such	le laws of this jurisdiction. In addit tive shall have the authority to ente a permit	r all
authorized by the owner to make this applicatio if a permit for work described in the application	the named property, or that the proposed n as his authorized agent and I agree to is issued, I certify that the code officia hour to enforce the provisions of the c	o conform to all applicable l's authorized representation ode(s) applicable to such	le laws of this jurisdiction. In addit tive shall have the authority to ente a permit	r all

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

Building or Use Permit Pre-Application

Attached Single Family Dwellings/Two-Family Dwelling

Multi-Family or Commercial Structures and Additions Thereto

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or

Use Permit.

NOTE**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/Addressof Construction (include Portion of Building) :	723 Congress ST	
Total Square Footage of Proposed Structure	Square Footage of Lot 570	6
Tax Assessor's Chart, Block & Lot Number Chart# 47 Block# C Lot# 26	Owner: BRicVic	Telephone#:
Owner's Address: BRICVIC 77 LOUGAS LANCE CONDAM, MC 04038	Lessee/Buyer's Name (If Applicable) Por C Philders Portford, Me	Cost Of Work: Fee S = S = 25
Proposed Project Description: (Please be as specific as possible)	RE PERMIT # 98003	6 '
Minden UNAMORS TO ORIGIN	AL PLAN'S Submitted	
Contractor's Name, Address & Telephone Server	77364P/	Rec'd By
Current Use: DIF. 20 Malling Un	17 Proposed Use: Ladging 9	Youx Avelling Unit
Separate permits are required	for Internal & External Plumbing, HVAC and Electrical insta	llation.

separate permits are required for internal a External Fundous, if vAC and Electrical instantion. γ

•All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II. •All plumbing must be conducted in compliance with the State of Maine Plumbing Code.

•All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III. •HVAC(Heating, Ventililation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code. You must Include the following with you application:

ACopy of Your Deed or Purchase and Sale Agreement
 A Copy of your Construction Contract, if available

3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
 - Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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 of applicant: Date:

Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter. Additional Site review and related fees are attached on a separate addendum

Mau' Innat

Date: 1/16/99. Applicant: Rul Hood Address: 723 Congress of C-B-L: 47-C-26 IST AGAINST ZONING ORDINANCE Date - Fris Zone Location - B-2 (Alsonsong R-6 criteria). Proposed Use/Work - Changed use from Offices & Apts to Sewage Disposal - City Lodging house with 17 rooms 21 Dwelling uni Lot Street Frontage -Front Yard -Rear Yard - CAR Side Yard pky SPACE for res Projections -NRg Space for each rooming unit - 3 PKg Space for Roome 4 reg - 5 spcs Show Width of Lot -Height -Lot Area - 4,500 for lodge 5706 per CAMA gil stateet of Area per Family - 2002 Hob combined rooming units common such for each Roomy unit Off-street Parking - min Land Area per ledging rooming unit = 250 sq ft Lot Coverage/ Impervious Surface - No charge Loading Bays -Site Plan - Received Site PLAM exemption Shoreland Zoning/ Stream Protection - 1 Flood Plains - NA

PORTLAND FIRE DEPARTMENT

DATE 120198

PERMIT TO: Paul Head

OWNER/CONTRACTOR: C+C Building F.

APPROVED ./

DENIED____

CONDITIONS OF APPROVAL

Theboiler or furnace shall be protected by enclosing with one hour fire rated construction including fire doors and ceiling or by providing automatic extinguishment and smoke protected enclosure. Sprinkler piping serving not more than six sprinklers may be connected to a domestic water supply system having a capacity sufficient to provide a 0.15 gpm per square foot of floor throughout the entire area. An indicating shut-off valve shall be installed in an accessible location between the sprinkler and the connection to the domestic water supply. Minimum pipe size shall be 3/4 inch copper or 1 inch steel. Maximum coverage area of a residential sprinkler in 144 square feet per sprinkler.

All required fire alarm systems shall have the capacity of zone disconnect vial switches or key pad program provided the method is approved by the Fire Prevention Bureau.

- \checkmark All remote annunciators shall have a visible trouble indicator along with the Fire alarm zone indicators.
- _ Any master box connected to the municipal fire alarm system shall have a supervised municipal disconnect switch.
- All master box locations shall be approved by the fire Department Director of Communications.
- A master box shall be located so that the center of the box is fire feet above finished floor.
- All master box locations are required to have a Knox box.
- / A fire alarm acceptance report shall be submitted to The Portland Fire Department/
- _ All underground tank removal (s) and/ or installation(s) shall be done in accordance with the
- Department of Environmental Regulation (Chapter 691)
- No Cutting of tanks on site. Cutting of tanks to done at an approved disposal site.
- The fire dispatcher must be notified at least 48 hours in advance of removal or transportation of tanks.
- _ All above ground L/P tanks shall be located in accordance with NFPA 58 standards.
- Any tank located near the path of vehicle movement shall be protected.
- All piping shall be protected from possible mechanical damage and vandalism.
- A 4" storz fire department connection is required
- Any renovation of sprinkler system over 20 sprinkler heads needs to have State Fire Marshall approval.
- A sprinkler performance test shall be submitted to the Portland Fire Department after completion of the sprinkler work.
- _ State fire marshall approval is required for this project.

HY HIGH

Lt. Gavlen Mc Dougall Portland Fire Prevention Bureau

Residential - Commercial · Investment

CITY OF PORTLAND DEPARTMENT OF INSPECTIONS PORTLAND CITY HALL PORTLAND MAINE 04101



Ladies and Gentlemon;

Please let this letter serve as a record of C & C Builders', submission of application for a Change of Use with Alterations Variance, with repsect to the buildings and property at 723 Congress St., in Portland ME.

The building is currently of mixed use (office & residential) in a B-2 zone, abutting R-6 zones. It is our intent to change this use to strictly residential. The change would take the existing third floor apartment and convert it to five lodging rooms, convert the offices now on the second floor to seven rooms with two baths and a kitchen. The business space currently in the basement, would also be converted to five rooms. The first floor, with the exception of the front foyer, would become an owners apartment.

Alterations to the building will be made with standard building materials: to consist of 2" x 4" fir framing lumber, 1/2" fire rated Sheetrock sheathing, and solid wood six panel doors, of not less than 28" x 78", except where steel Fire Doors are needed. These materials will hereafter be referred to as <u>SBM</u>, or Standard Building Materials.

The following alterations are necessary to complete this conversion, and have been highlighted and consecutively lettered for each corresponding floor.

If you have any questions feel free to contact me.

fully; DON

wk # 773-6481 hm # 775-2627

P.O. Box 463 • Portland, ME ()4112 • Tel. (207) 773-1524 • Fax (207) 773-5121

Residential • Commercial • Investment

BASEMENT

- A. Build (1) 7'x8' wall of SBM with 1 standard door opening to create space for new sprinkler system and panel.
- B. Install 1 standard door opening in existing arched brick opening.
- C. Fill existing door opening with SBM.
- D. Install 1 standard door in existing arched brick opening.
- E. Build 1 wall (approx. 14'x8') to separate two rooms. (to be built from SBN)
- F. Install 1 standard door in existing arched brick opening.
- G. Fill existing arched brick opening with SBM.
- H. Build 1 wall from SBM (approx. 14'x8') with 1 standard door opening.
- I. Build 1 wall from SBM (approx. 15'x8') with 1 standard door opening.
- J. Reopen existing exit and install steel fire door.

P.O. Box 463 • Portland, ME 04112 • Tel (207) 773-1524 • Fax (207) 773-5121

Residential • Commercial • Investment

FIRST FLOOR

- A. Build 1 wall(from SBM) 7'x10', with 1 standard door opening situated as shown.
- B. Remove 1 existing partition wall (approx.14'x10'), in order to restore to original single room configuration.
- C. Install approx. 18' of base and wall cabinets, as well as, countertop, kitchen sink, stove and refrigerator.
- D. Fill existing door opening with SBM.
- E. Install new entrance, to Bath/ Laundry using SBM.
- F. Build (1) 3 sided enclosure (using SBM) with 1 standard door opening, to separate first floor apt. from Fire Exit.
- G. Install 2 partition walls behind toilet and end of tub, Install 30"x60" three piece fiberglass tub installation, install 1 standard toilet and (1) 21"x17" vanity, with sink-top.
- H. Remove 1 window and replace with 1 standard fire-rated Exit door. Build (1) 4'x4' platform and steps to ground. Platform and stairs will be of 40 yr Pressure Treated Lumber.

P.O. Box 463 • Portland, ME 04112 • Tcl. (207) 773-1524 • Fax (207) 773-5121

Residential • Commercial • Investment

SECOND FLOOR

- A. Build (1) 2 sided enclosure to separate Fire Exit from remaining floors. Enclosure will be built from SBM and have 1 standard door opening with steel fire door and magnetic closer tied to main fire panel.
- B. Create (1) 32" X 30" trimmed opening for use as new entrance to bath.
- C. Create (1) 48" X 80" trimmed opening for use as new entrance to bath.
- D. Fill existing bath entrance with SBM.
- E. Build walls from SBM (approx. 3'x 10' & 7'x 10') to create new bath entrance.
- F. Install standard toilet and 17"x22" vanity and sinktop.
- G. Remove sink and toilet and install (1) 32"x32" freestanding fibreglass shower enclosure.
- H. Install approx. 12' of base and wall cabinets with countertop, sink (18"x22"), electric stove and refrigerator.
- I. Reopen existing doorway for use as 2nd means of egress.
- J. Create trimmed opening 32"x82" in order to combine two spaces.
- K. Fill existing opening with SBM.

P.O. Box 463 • Portland, ME 04112 • Tel. (207) 773-1524 • Fax (207) 773-5121

Residential • Commercial • Investment

THIRD FLOOR

- A. Build 1 wall from SBM (approx. 14'x10') to separate rooms.
- B. Build (1) 6'x8' wall from SBM.
- C. Build (1) 16'x8' wall from SBM, with 1 standard door opening, to enclose room.
- D. Finish Stair enclosure with SBM and install 1 standard steel fire rated door.

The total estimated cost of these improvements, not including the sprinkler, is Twenty three thousand dollars. Please also find enclosed copies of estimates from Napolitano Electric and High Tech Sprinkler.

P.O. Box 463 • Portland, ME 04112 • Tel. (207) 773-1524 • Fax (207) 773-5121

High Tech Fire Protection Co., Inc. P.O. Box 1511 Auburn, Maine 04211-1511 Tel: (207) 998-2551

Attn:Paul Hood Re: Sprinklers

Please find enclosed one (1) copy of our proposal for the sprinkler application at 723 Congress Street in Portland.

After reviewing please sign one (1) of the copies and return to our office.

If you should have any questions at all, please feel free to contact our office at your convenience.

Please note: We would appreciate a response one way or the other as to how our price faired for you. Thank you.

Respectfully,

Linda LaBonte High Tech Fire Protection Co., Inc.

High Tech Fire Protection Co., Inc. P.O. Box 1511 Auburn, Maine 04211-1511 Tel (207) 998-2551

Contract Document: 723 Congress Street Portland

Date: 12/22/97

High Tech Fire Protection Co. is pleased to submit our quote of \$14,500.00 (not to exceed) for furnishing and installing the specified wet pipe sprinkler system throughout your existing building.

All work is subject to the approval of the State Fire Marshal's Office and local authority. Designed as an approved NFPA #13R wet sprinkler system. No cold areas to be covered.

We have included the following:

1) Necessary upright or pendant sprinkler heads on exposed piping in all areas.

2) Necessary electric bell.

3) Necessary OS&Y gate/ball valves.

4) Necessary sprinkler drain piping to discharge to open air.

Necessary overhead supply piping, fittings 5) and hangers. (approved plastic & steel)

6) Necessary cabinets with spare sprinklers and wrench for emergency use.

7) Necessary flow switch.

8) Necessary check valve.

of a subscription of the

9) Our work will begin at 2" IPS threaded outlet supplied and left by others in plumb and level position above the floor in the basement/mechanical room. (please note; water supply cost not included in the quote, to be supplied and paid for by others)

10) Necessary fire department connection mounted on the exterior of the building.

مەركىتىلىدى بەرمەرىيە بەر بىلەر كىرىيە بەركەت بەركەت بەر بەر تەرىپى بەركەت بەركەت بەركەت بەركەت بەركەت بەر بەركىت ئارىپى بەركەت 11) Receiving, shipping and distributing.

12) Freight.

Residence with the second s

13) Installation crew's traveling expenses.

14) Preparation of design drawings and hydraulic calculations.

We have not included the following:

15) Sprinklers within the concealed spaces above the suspended ceilings and attic areas. (not required)

16) Special plating or painting of the sprinkler piping.

17) Necessary electrical wiring.(High Tech To supply all necessary switches, but wiring to be done by others)

18) City water connection and underground service to the building.

19) Alarm system and any wiring of switches.

20) Necessary excavating and backfilling, concrete thrust blocks, including pumping and shoring if required, and replacement of pavement and flooring where disturbed.

21) Carpentry or opening up of any walls.

22) Seismic bracing. (not required)

Payment terms:

The job will be installed in a progressive manner and billing will be done accordingly. Please note:

A 1 12/% per month late fee may be charged on any unpaid balances exceeding 30 days. Any reasonable and necessary legal fees incurred in the process of collecting payment will be the responsibility of the Buyer either/or Owner.

This quotation is based on all fire protection work included being completed by (per specs).

No back charges shall be accepted by High Tech Fire Protection unless forty-eight (48) hours written notice is given to correct any alleged work difficiencies or clean up necessitating such back charges and unless said work is the fault on High Tech Fire Protection. Any billings for back charges against High Tech shall be submitted during the first ten (10) days of the calendar month following that in which claim originates.

Ceilings are not to be installed until all sprinkler piping has been installed and tested.

Buyer is to provide sufficient heat in all areas to prevent freezing of water in the piping.

It is the responsibility of the Buyer to furnish a materials and test certificate covering hydrostatic test and flushing of the undergorund piping to which the proposed connection will be made where the Seller's work is to start.

The Seller under this proposal will only test in high pressure the work involved and any high pressure test required on the exsiting underground piping system will be taken care of as an extra to the contract price.

Buyer assumes full responsibility for the condition of exsiting equipment and piping, and for the water or other damages resulting directly or indirectly from such condition, or the application of test or flushing pressures.

This proposal is subject to acceptance within thirty (30) days, after which it may be withdrawn at the option of High Tech Fire Protection Co., Inc.

Signature of Buyer:

Signature of Seller:

States and a state of the state of the

1				
<i>Portlan</i>	d Water District	NUS OF SHEVICES	AND METERS	
	JAMES P. PANDISCIO MEANS COORDINATOR		fance with L.D.235 Ter requiring a rea	
	ST., BOX 3553, PORTLAND, ME 04104-3553) 774-5961 • FAX (207) 761-8307	the District on	service and meter omount to be deter to cover the costs	
	tear Restarters			
	erij zkulst da mulst gan and the trade angel to naste segunt angel	a for been complet nat stather confit contraction or unreased accordi	ied. Should any lions be encounter ioinel estimate. ingly. The Distric	et
	(11 11), 174513			1.7 1
	HOOD, MAAL PO EOX 463	LECATION	723-CUNGRESS S	T
	COUTCHE, HEGGET		POPTLAND	
	T.O		MTR SLZE:: 2 "	
	FRANCE ACOL. SOF-COM	(FACIOS 1105	t.	
	COPER 2 7 1 CO 7 MALE		1	2.6 L
	CATC A C CL	1 刘 巴巴图	1	
		er soll à left	1	(1) .
	INTERT SEARS 2 - X			1 · .
	- 的推进了的"加","是你们的"的"""。 - 的推进了这些"加",你们的"正确"的"是你。		24	1 ^m ärn, 1 n m
			;	, , i
	- สูรักษ์ 2 Refs (13/ชีว โดงกรรม)		ſ	
	Str Fus Lus Silv s		1	1.
	CONTRUCTION SPECIALS	· 2 1		7.J .
	u Sh≣aran i Di; ak Chin1(i	<u>ا</u> الأر	2	⁷⁷ 4
	- СЕМЕНАЦ ЕОБЕМАМ - ГНСГАЗЕ 4 (РЕК ЧСЕ РА	C V ZOSE 1		117. 20. j.
	i tear tear i		NCY PERSENTAGE:	16. P
			PEQUIRED	704.
			Mar.17. 1979 de nameval of ledg the be made in pe ustrict office.	nach J
	erlicant Brons'uns		Date /	2/23/9;
(,	2 世,王公・ 軸 (二)			
	-trig Elimature		Date	

5-3

and the second

--SIZING CALCULATION------Printed On: 12/16/199 Paul Hood Supply Location: 723 Congress St 55.0 psi, supply pressure available during demand Demand Location: Same 22.5 gpm demand flowing at psi pressure --Head Loss Data-----Elevation Difference: 20.0 ft (minus if demand location lower than supply Pipe Length: 22.0 ft Other Loss In Equivalent Pipe Length: 15.0 f Number of Valves & Fittings: 1:Gate Valve :Globe Valv 1:Corp Stop 1:Curb Stop :Angle Val :Bfly Valve :Swing Chk :45 Elbow :Side Tee :Straight T :Std Elbow :Long Elbow : 5 Backflow Prev: psi Water Meter: 4.0 psi PRV: psi Other: ps --Design Calculation-----Permitted Velocity: fps Pipe Type: CUM Calculated Pipe Size: 1 in Actual Velocity: 8.2 fps Head Loss: 17.7 psi Pres at Demand: 37.3 ps

omestic

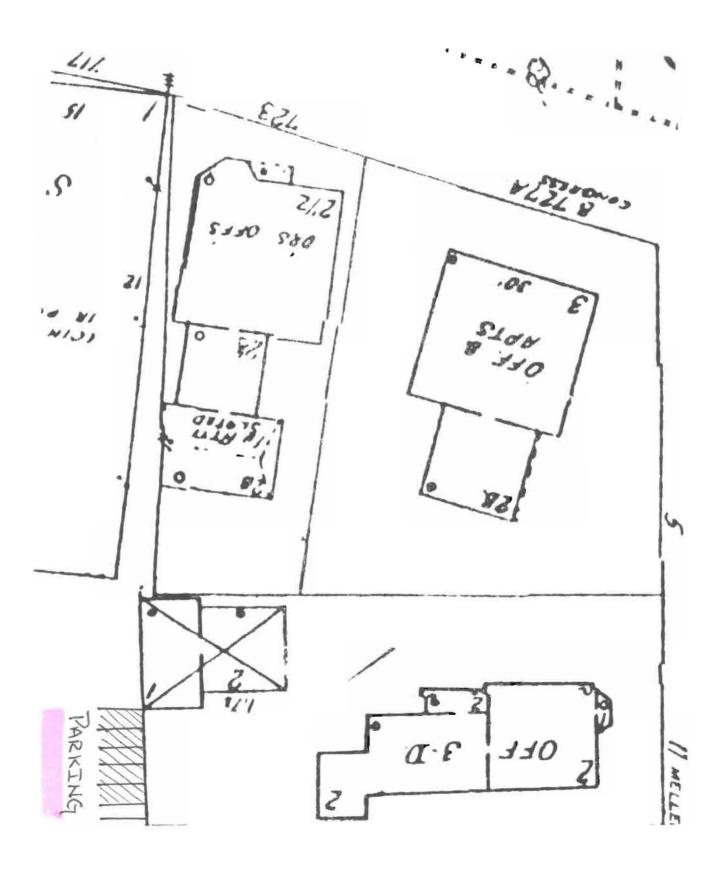
--DEMAND CALCULATION-----Predominantly Flushometers: N Public Use: N --Number of Fixtures-----:Bar Sink :Bidet :Bathtub 1:Clothes Washr 1:Dishwasher :Drinking Ftn 5:Lavatory :Laundry Tub :Urinal Pedest :Urinal Wall :WC Flushometr 5:WC Tank 1:Dishwasher 2:Hose Bib :Cuspidor 1:Kitchen Sink 5:Lavatory :Service Sink :Urinal Ped 4:Shower Head :Urinal Tank :Wash Sink 1:Disposal :Hot Tub . : . . Additional: fixture units Total: 33.0 fixture units Continuous Demand: Fixture Demand: 22.5 gpm gpm Total Demand: 22.5 gpm

SERVICE LOCATION:	ACTIVE CUSTOMER:	
723 CONGRESS ST TLAND ME 04102-3303	BRICVIC PARTNERS	
Pipe Size: [1]	Date Installed: [07/26/95	9
Kind of Pipe: [COP]	Mat. on Private: [COP]	
Main to Stop: [21 ft.] [6 in.]	Depth of Main: [0 ft.]	[0 in.
Stop to Street: [1 ft.] [0 in.] (-1 means unknown)	Depth of Priv.: [0 ft.]	[0 in.
Remarks: [WAS 1"COP.8/14/37	Connected to: [] [1
	1	
Shut at Corp GL #: [] [FC] Date: []	

.

,

.





January 8, 1998

C.N.C. Builders c/o Paul Hood

RE: Description of electrical improvements to be done at 723 Congress Street.

INCLUDES THE FOLLOWING:

1. Necessary electrical permit.

- 2. Wiring for 3 bathrooms.
- 3 Wiring for 2 new kitchens.

4. Installation of fire alarm system complete with pull staion, A/V's, smoke & heat detectors as per Lt. McDougal.

- 5. Demo of hazardous wiring in basement.
- 6. Wiring for 5 basement rooms.
- 7 Installation of up to 25 AC/DC smoke detectors (1 in each bedroom).
- 8. Existing electrical service to remain.
- 9 Installation of emergency/exit signage as required by the City of Portland.
- 10. Additional receptacles as per Paul Hood.

Total estimate of cost: \$8,000.00

P.O. BOX 2301 • SOUTH PORTLAND, MAINE 04106 / / 799-0538

LEASE AGREEMENT

THIS LEASE is made this <u>17</u>th day of <u>September</u>, 1992, by and between RITE AID OF MAINE, INC., a Maine corporation, having its principal offices at Post Office Box 3165, Harrisburg, Pennsylvania, 17105, Attention: Secretary, (hereinafter "Landlord"), and BRICVIC PARTNERS, a partnership, having its principal offices at 287 Main Street, Lewiston, Maine, 04240; (hereinafter Main Street, ST. PARTHAD, ME OYIGI PB

ARTICLE 1 - PREMISES

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, ten (10) parking spaces in the parking lot adjacent to 713 Congress Street, Portland, Maine, behind the Rite Aid drug store as shown on the attached Exhibit A (the "Demised Premises" or "Premises").

ARTICLE 2 - TERM

The term of this Lease shall commence on September 1, 1992, and shall thereafter continue for a period of one (1) year. After the first year, this Lease shall continue on a month-to-month basis until terminated by either party. Termination may be effectuated by either party on sixty (60) days prior written notice to the other.

ARTICLE 3 - RENT

Tenant covenants and agrees to pay to Landlord, commencing on September 1, 1992, unless the term of this Lease is sooner terminated as provided hereinabove, at the address set forth in Article 16 in regard to notices or at such other place as Landlord may by notice in writing to Tenant from time to time direct, without offset or deduction, and without previous demand therefor, rent at the rate of THTEE HUNDRED (\$200) DOLLARS per month, in advance, on the first day of each calendar month therefter that this Lease is in effect.

ARTICLE 4 - USE OF PREMISES

The Demised Premises may be used only for providing parking spaces for vehicles of employees and customers of the business operating at 723 Congress Street, Portland, Maine and for no other purposes; provided that Tenant shall not use the Premises in any manher that constitutes waste, nulsance or unreasonable annoyance to the owners or occupants of adjacent properties or to customers or employees of Landlord. Under no circumstances shall Tenant make any alterations to the premises without the prior written consent of Landlord.

Tenant shall, upon twenty four (24) hours notice, or at any time when there is an accumulation of at least two (2) inches of snow on the Demised Premises, clear the Demised Premises of all vehicles.

ARTICLE 5 - MAINTENANCE AND REPAIR

ANDIARY Tenant-shall keep and maintain the Demised Premises, or cause such to be kept and maintained, in reasonably good repair and condition, and shall be responsible for sweeping the Demised Premises and removing snow therefrom. Landlord shall have no responsibilities for maintaining the Demised Premises.
Landlord shall not be responsible for maintaining the security of the Demised Premises.

ARTICLE 6 - SIGNS

Tenant shall maintain its signs directing drivers of vehicles to the Demised Premises, and Tenant shall remove such signs and repair any damage caused thereby, at the expiration or sooner termination of this Lease.

SPB

2 PE

ARTICLE 7 - COVENANT AGAINST LIENS

• : •

Tenant covenants and agrees that if any mechanics lien or claim or other lien of any kind whatsoever shall be filed or maintained against the Demised Premises by any contractor, subcontractor, materialman or laborer employed by Tenant or Tenant's contractor or subcontractors, for work done to material furnished in connection with the Demised Premises. Tenant shall, within thirty (30) days after the filing of such claim or liens, either (1) pursuant to any applicable statute, bond against the same and remove such claim or lien of record, or (ii) furnish a waiver and release from the party originating such claim or lien as to the Demised Premises. If Tenant fails to discharge any claim or lien, Landlord shall have the right to discharge any such claim or lien by payment or otherwise, and Tenant shall reimburse Landlord therefor for all costs and expenses. Tenant further agrees that all contractors, subcontractor, materialmen and laborers performing such work or providing such labor or materials shall look to and hold Tenant solely liable for all labor and materials furnished and work done for Tenant so that there shall not be any legal or lawful claim of any kind whatsoever against Landlord for any work done or labor or materials furnished in connection therewith. Tenant shall indemnify and save harmless Landlord against and from all costs, damages, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting from any such lien.

ARTICLE 8 - ACCESS TO PREMISES

Landlord or Landlord's agents and designees shall have the right to enter upon the Demised Premises at reasonable times to examine and inspect the Premises and to exhibit the Demised Premises to prospective purchasers and prospective tenants.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or make any sublease of the Demised Premises, in whole or in part, and shall not permit Tenant's interest in this Lease to become vested in any other party by operation of law or otherwise. Notwithstanding any permitted assignment or subletting, Tenant shall remain fully liable under this Lease and in the case of an assignment the assignee shall, as a condition of the assignment, agree in writing with Landlord to be bound by and assume all the obligations of Tenant under this Lease.

ARTICLE_10 - INDEMNITY

Tenant shall defend, save harmless, protect and indemnify Landlord, including any officer, director, employee or agent of Landlord ("Indemnified Parties") from and against: (1) any and all losses, liabilities, damages, claims, suits, demands, judgments, costs and expenses (including reasonable attorneys' fees) which may arise directly or indirectly from the demised premises unless caused by the willful misconduct or gross negligence of Landlord, its employees, agents, licensees or contractors, and (2) any and all injury, loss, claim or damage to any person or property anywhere occasioned by any act, neglect or default of Tenant, its employees, agents, licensees or contractors.

Notwithstanding anything in this Lease to the contrary, no aspect of Landlord's maintenance of, or failure to maintain, the Demised Premises, in accordance with the terms of this Lease or otherwise, shall constitute gross negligence or willful misconduct for purposes of this Lease, including, without limitation, any act or omission relating to the clearing of snow from or near, the lighting of, or the policing of the Demised Premises.

ARTICLE 11 - INSURANCE

Tenant shall provide at its cost and expense, and maintain with respect to the Demised Premises, public Hability insurance and amounts of at least Five Hundred Thousand (\$500,000) Dollars per occurrence with respect to injury or death of any one person, and One Million (\$1,000,000) Dollars per occurrence with respect to injury to or death of more than one person, and property damage insurance in the amount of One Hundred Thousand (\$100,000) Dollars per occurrence with respect to damage to property.

Such insurance shall include Landlord as an additional insured, and Tenant hereby irrevocably assigns to Landlord any insurance payment to which tenant may become entitled by reason of Tenant's interest in the Premises. Tenant agrees to deliver certificates of such insurance to landlord at the beginning of the term of this Lease, and thereafter not less than ten (10) days prior to the

PI

expiration of any such policy. Such insurance shall be provided by a good and solvent insurance company or companies licensed to do business in the State of Maine, selected by Tenant and satisfactory to Landlord. Such insurance shall provide that it will not be cancelled or amended, except after ten (10) days written notice to Landlord, and shall also provide, either expressly or by reason of the absence of restrictions, that the interests of Landlord shall not be invalidated by any act or negligence of Tenant or Landlord or any other person or entity having an interest in the Premises, nor by occupancy or use of the Premises for purposes more hazardous than permitted by such policy, nor by foreclosure or other proceeding relating to the Premises. Tenant shall not obtain or carry separate or additional insurance concurrent in form or contributing in the event of loss with that required by this Article 10, unless Landlord is named insured therein. Tenant shall immediately notify Landlord whenever any such separate or additional insurance is obtained and shall deliver to Landlord, within ten (10) days of its issuance, the policies or certificates evidencing the same.

Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations of Tenant, provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

ARTICLE 12 - QUIET ENJOYMENT

Tenant, upon paying the rent and all other sums and charges to be paid by it and herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease, on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone, claiming by, through or under Landlord.

ARTICLE 13 - DEFAULTS

(A) If default shall be made in the due and punctual payment of any installment of rent or any other amount payable under this Lease, when and as same shall become due and payable, or if default shall be made by Tenant in the performance or compliance with any of the other agreements, terms, covenants or conditions of this Lease (any one or more of the preceding events are herein sometimes called "Events of Default"), then and in any such event Landlord, at any time thereafter, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice, this Lease and term hereby demised and all rights of Tenant under this Lease (including any renewal or extension privilege) shall expire and terminate, and Tenant shall remain liable as hereinafter provided.

(B) Upon any such termination of this Lease, Tenant shall quite and peacefully surrender the Demised Premises to Landlord, and Landlord, upon or at any such termination, may, without further notice, enter upon and re-enter the Demised Premises and possess and repossess itself thereof, by summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, without being liable to prosecution therefor, and may have, hold and enjoy the Demised Premises and the rights to receive all rental income of and from the same.

ARTICLE 14 - LANDLORD'S REMEDIES

(Λ) If Tenant shall default in the performance or observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed, Landlord may, at its option (but shall be under no obligation to), without waiving any claims for breach of agreement, at any time thereafter cure such default or the account of Tenant, and may enter upon the Premises for such proposes and take all such action thereon as, in Landlord's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Tenant. Tenant shall reimburse Landlord for any amount paid and any expense or contractual Hability so incurred, and any amounts due from Tenant shall be due and payable immediately upon notice thereof from Landlord.

(B) Any and all rights and remedies which Landlord may have under this Lease upon any breach or default by Tenant shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

ARTICLE 15 - WAIVERS

....

The receipt of rent or any other amount by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default on the part of Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provision of this Lease. Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord or any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease, or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require the consent or approval of Landlord, Landlord's consent to or approval of said action on any subsequent occasion, or a consent to or approval of any other action on the same or any subsequent occasion.

ARTICLE 16 - FORCE MAJEURE

In the event Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (except for the payment of rent and any other amount payable under this Lease by Tenant) by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party or war, then performance of such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 17 - NOTICES

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed, if to Landlord, to it at Post Office Box 3165, Harrisburg, Pennsylvania, 17105, Attention: Corporate Secretary; and if to Tenant, to it at BRICVIC PARTNERS, 70 Merrill Street, Portland, Maine, 04101, or to such other address as either party may designate by notice given from time to time in accordance with this Article 16. The rent or any other amount payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

ARTICLE 18 - GOVERNING LAW

This Lease and the performance of the terms hereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

ARTICLE 19 - PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 20 - INTERPRETATION

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, and the context shall require. The section headings used herein are for reference and convenience only, and shall not inter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The word "Landlord" wherever used herein shall mean only the owner for the time being of Landlord's interest in this Lease, and upon any sale or assignment of the interest of Landlord, its successors in interest and/or assigns shall, during the term of their ownership, be deemed to be Landlord hereunder.

ARTICLE 21 - ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Agreement shall not be modified or cancelled, except by writing subscribed by all parties.

ARTICLE 22 - PARTIES

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

WITNESS:

LANDLORD: RITE AID OF MAINE, INC.

Manette M/May

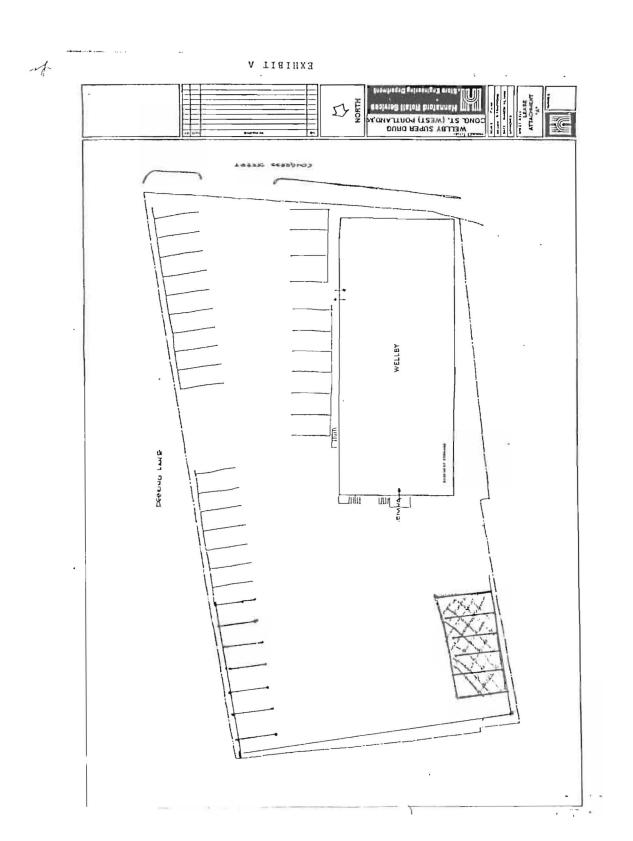
вү: Ҳ

TENANT: BRICVIC PARINERS

BY:

managing

1



,

`

PROVISION OF PORTLAND CITY CODE § 14-523 (SITE PLAN ORDINANCE) RE: EXCEPTIONS TO SITE PLAN REVIEW

Sec. 14-523. Approval required.

- -

No person shall undertake any development without obtaining approval therefor under this article.

- (4) The Planning authority shall exempt from review under all standards in this article developments that meet all of the following requirements:
 - The proposed development will be located within existing structures, and there will be no new buildings, demolitions, or building additions other than those permitted by subsection b of this section;
 - Any building addition shall have a new building footprint expansion of less than five hundred (500) square feet;
 - c. The proposed site plan does not add any new curb cuts, driveways, or parking areas; the existing site has no more than one (1) curb cut and will not disrupt the circulation flows and parking on-site; and there will be no drive-through services provided;
 - d. The curbs and sidewalks adjacent to the lot are complete and in sound condition, as determined by the public works authority, with granite curb with at least four (4) inch reveal, and sidewalks are in good repair with uniform material and level surface and meet accessibility requirements of the Americans with Disabilities Act;
 - The use does not require additional or reduce existing parking, either on or off the site, and the project does not significantly increase traffic generation;
 - f. There are no known stornwater impacts from the proposed use or any existing deficient conditions of stornwater management on the site;
 - g. There are no evident deficiencies in existing screening from adjoining properties; and
 - Existing utility connections are adequate to serve the proposed development and there will be no disturbance to or improvements within the public right-of-way.

A developer claiming exemption under this subsection shall submit a written request for exemption stating that the proposal meets all of the provisions in standards a-h of this subsection, including an itemized statement by a qualified professional. Upon receipt of such a request, the planning authority will visit the site to verify that the exemption is applicable due to compliance with the standards. The planning authority, after consultation with the public works authority, shall render a written decision within ten (10) working days after receipt of a written request for exemption that contains all the information required by this subsection. If a full exemption is granted, the application shall be approved without further review under this article, and no performance guarantee shall be required. The planning authority may require full site plan review of a project that meets the criteria of this subsection if it determined that there is a substantial public interest in the project.

In the event that the planning authority determines that standards a and b of this subsection and at least four (4) of the remaining standards have been met, the planning authority shall review the site plan under the review standards in section 14-526 that are affected by the standards in this subsection that have not been met. An application that receives review by the planning board shall receive a complete review under the standards of section 14-526. The planning authority shall notify an applicant in writing that full or partial site plan review is required, the reasons for the decision, and the information that will be required for site plan review.

Applicant <u>YO. Box 463</u> Portand ME 04112 Applicant's Mailing Address IIM DONNELL WK 773-6481 Pa. 471	723 Co Project I	ion Date
Consultant/Agent/Phone Number	Address of Proposed Site	
Description of Proposed Development:	the Office/les.dent	al to:
- Kesiden	tial	
Please Attach Sketch/Plan of Proposal/Development	Applicant's Assessment	Planning Office
	(Yes, No, N/A)	Use Only
Criteria for Exemptions:	2	Constant Con
See Section 14-523 (4)		
 Within Existing Structures; No New Buildings, Demolitions or Additions 	NO- N/A	- ok
b) Footprint Increase Less Than 500 Sq. Ft.	Jes-N/A	OK- N/I
c) No New Curb Cuts, Driveways, Parking Areas	NO	OK I
d) Curbs and Sidewalks in Sound Condition/ Comply with ADA	Jes	ok
e) No Additional Parking / No Traffic Increase	NO	OK
f) No Stormwater Problems	NOF WIL	- ok
g) Sufficient Property Screening	UES-ADDING Z" WATER	OK
h) Adequate Utilities	LINE FOR NEW NEPA 13R-LIFE SAFTEY SYSTEM	OK
Planning Office Use Only:		
Exemption Granted Partial Exem	nption Exemption Denie	:d

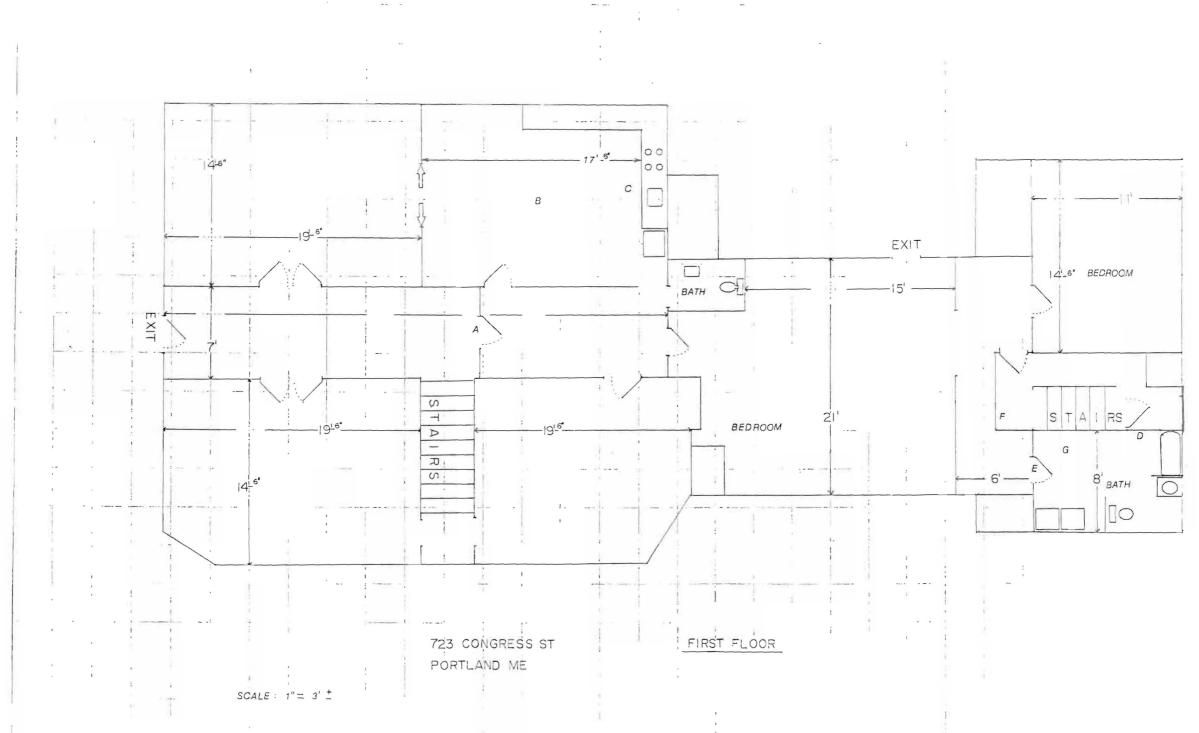
Planner's Signature

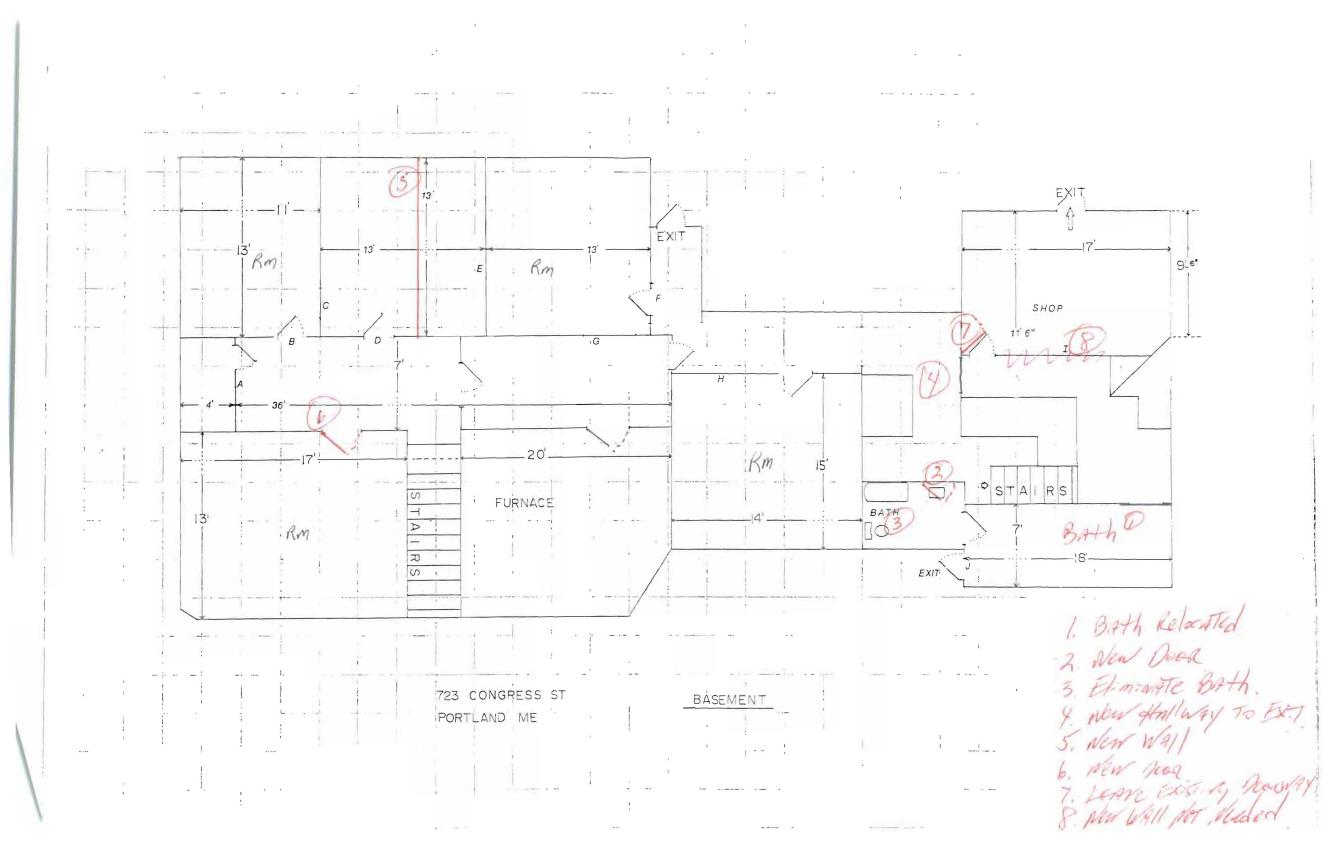
White - Planning Office

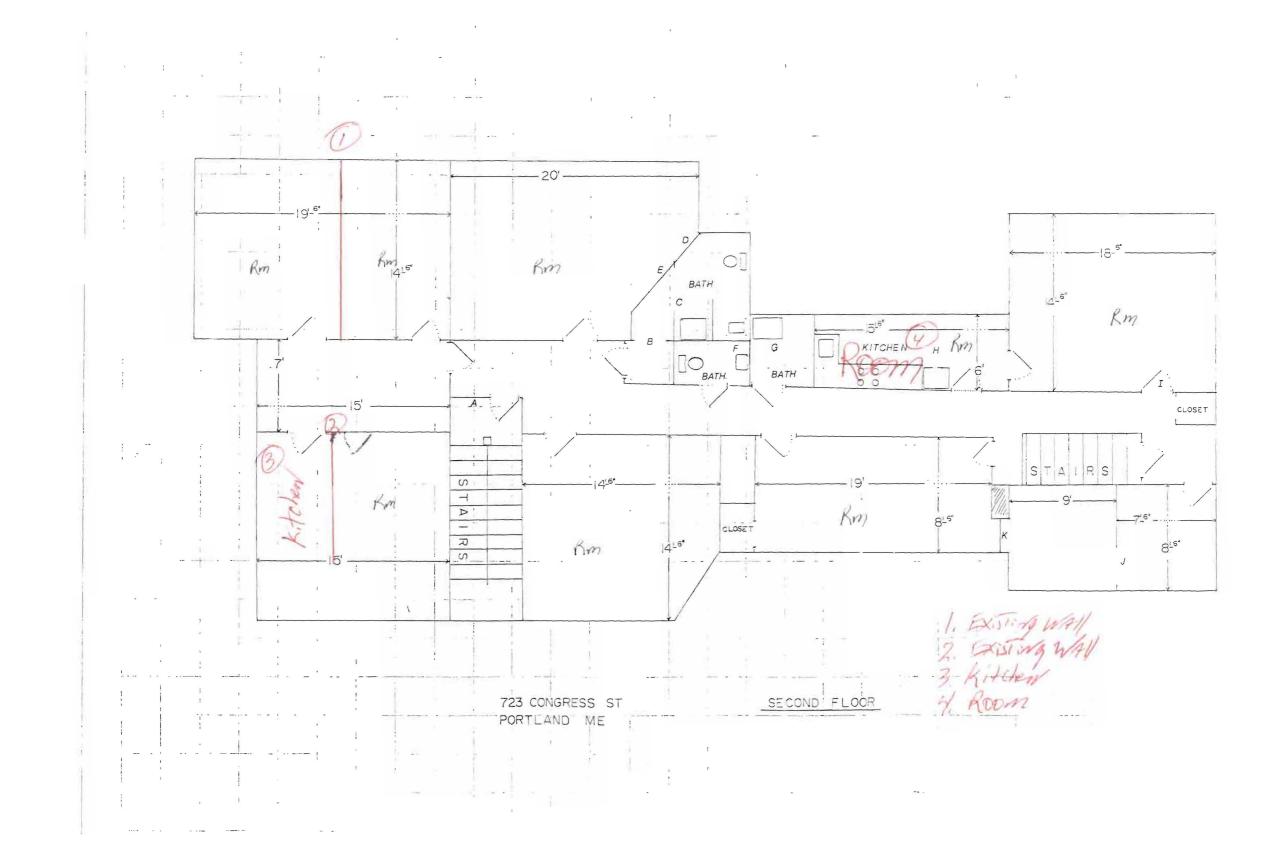
Pink - Inspections

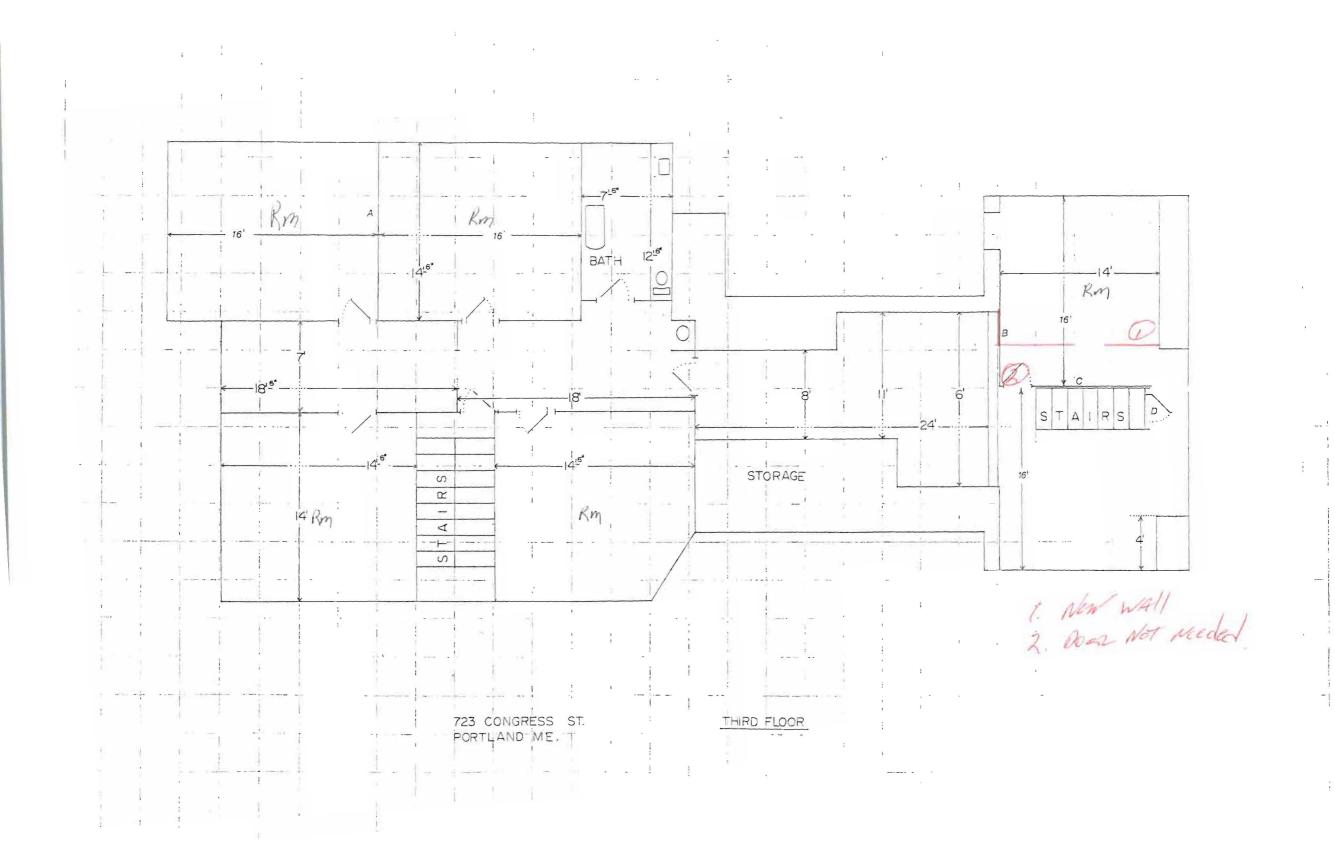
Yellow - Applicant

Date









BUILDING PERMIT REPORT

ADDRESS: 723 Congress For	
il-1	
- theri	
tn	
APPROVAL:	
BOCA 1996 CONSTRUCTION TYP	1 <u>E</u> <u>3</u> B
ITION(S) OF APPROVAL	
m meeting applicable State and Federal rules a	and laws
	ADDRESS: 723 Cangeres to ADDRESS: 724 Cange

- must be obtained. (A 24 hour notice is required prior to inspection)
- Precaution must be taken to protect concrete from freezing.
- It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 5. Private garages located <u>beneath habitable rooms</u> in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the eQUA(1996)
- All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
- Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
- Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".)

×+3. ×+4. (15.) (16.)

Headroom in habitable space is a minimum of 7'6".

- Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread. 7" maximum rise.
- The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")

Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.

Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. All vertical openings shall be enclosed with construction having a fire rating of at lest one (1)hour, including fire doors with self closer's.

The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.

All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms

In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.

- χ The Fire Alarm System shall be maintained to NFPA #72 Standard.
- The Sprinkler System shall maintained to NFPA #13 Standard.
- All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. No construction or demolition work shall begin until you have obtained permits for dumpsters or containers. A work Stop Order shall be issued if this requirement is not met.
- 22. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excivate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 23. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 24. This permit does not excuse the applicant from obtaining any license which may be needed from the City Clerk's office.
- 25. Ventilation shall meet the requirements of Chapter 12 Sections 1210, of the City's Building Code.
- χ^{26} . All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
 - 17. All requirements must be met before a final Certificate of Occupancy is issued,
 - All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- 29. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).

K31 K30	This permit is for interior work only - All extender chappes, Signages etc. Must have Historic Treservation Review approval The Sprinkler System must have the STATE Fire Marshalls approval.
32. 33.	
\$4.	

InoRioord

CC: LI. McDougall, PFD Marge Schmuckal



CITY OF PORTLAND, MAINE Department of Building Inspection

Certificate of Occupancy

LOCATION

723 Congress St

047-C-026

Issued to Bricvic Partners

Date of Issue

25 March 1999

This is to certify that the building, premises, or part thereof, at the above location, built - altered

- changed as to use under Building Permit No. 980036 , has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire - First Floor Entire - Second Floor Entire - Third Floor Basement - Entire Limiting Conditions:

APPROVED OCCUPANCY

One Dwelling Unit Eight Rooming Units Five Rooming Units Three Dwelling Units Use Group: R2 Type: 3B Boca 1996

This certificate supersedes certificate issued 20 Nov 1998

Approved:

(Date)

Inspector

Inspector of Buildings

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