

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 061085

Please Read Application And Notes, If Any, Attached

This is to certify that ELIE MICHAEL R /Seth D. Strantonio

has permission to Install a 24 sf sign to bldg.

AT 255 ST JOHN ST

064 D003001

PERMIT ISSUED
AUG 14 2006
CITY OF PORTLAND

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

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

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

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

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
8/14/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 06-1085	Issue Date:	CBL: 064 D003001
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Location of Construction: 255 ST JOHN ST	Owner Name: ELIE MICHAEL R	Owner Address: 33 RAMSDELL RD	PERMIT ISSUED AUG 14 2006 Phone: 207-522-4567 Zone: B2
Business Name:	Contractor Name: Seth Dipietrantonio	Contractor Address: 4 Picnic Hill Freepor	
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Past Use: Commercial	Proposed Use: Commercial - Retail (smoke shop) - install a 24 sf sign to bldg. - "Blazin' Ace"	Permit Fee: \$96.00	Cost of Work: \$96.00	CITY OF PORTLAND Fee District: 2
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Proposed Project Description: Install a 24 sf sign to bldg.	FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: U Type: Sign IBC 2003 Signature: <i>[Signature]</i>
	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____	

Permit Taken By: dmartin	Date Applied For: 07/24/2006	Zoning Approval		
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Ok Date: 8/1/06 ABU	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1085	Date Applied For: 07/24/2006	CBL: 064 D003001
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Location of Construction: 255 ST JOHN ST	Owner Name: ELIE MICHAEL R	Owner Address: 33 RAMSDELL RD	Phone:
Business Name:	Contractor Name: Seth Dipietrantonio	Contractor Address: 4 Picnic Hill Freeport	Phone: (207) 522-4567
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Proposed Use: Commercial - Retail (smoke shop) - install a 24 sf sign to bldg. - "Blazin' Ace"	Proposed Project Description: Install a 24 sf sign to bldg.
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Dept: Zoning **Status:** Approved **Reviewer:** Ann Machado **Approval Date:** 08/01/2006

Note: According to applicant, the previous business in the space was retail. He said that it was a uniform shop. (per **Ok to Issue:**
voicemail message (8/1/06). "Blazin' Ace is also retail; it is a smoke shop.
Previous business, when it was an electronics shop, had a sign in the same place. (see picture)

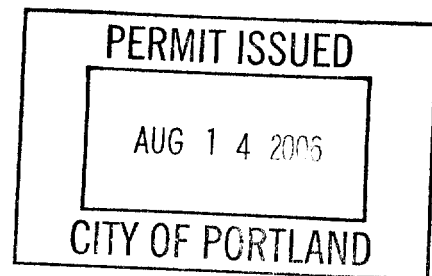
Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 08/14/2006

Note: **Ok to Issue:**

1) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.

Comments:

7/27/06-amachado: Left message with Seth. Needore information on what his business is and what was there before.





Signage/Awning Permit Application

B2

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>259 St. John St. Portland</u>		
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>64 D 003</u>	Owner: <u>Michael Elie</u>	Telephone: <u>774-8282</u>
Lessee/Buyer's Name (If Applicable) <u>Seth DiPietrantonio</u>	Contractor name, address & telephone: <u>Seth DiPietrantonio</u> <u>207 522-4567</u>	Total s.f. of signage x \$2.00 <u>33 sf.</u> Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ <u>66 + 30</u> Awning Fee= cost of work _____ Total Fee: \$ <u>96.00</u>

Who should we contact when the permit is ready: Seth DiPietrantonio phone: 522-4567

Tenant/allocated building space frontage (feet): Length: 42'8" Height 8'6" multi-
 Lot Frontage (feet) 42'8" Single Tenant or Multi Tenant Lot Single tenant

Current Specific use: None was uniform store "Ark Communications" - Applicant phone message still ok
 If vacant, what was prior use: ?
 Proposed Use: Retail Store - smoke shop

Information on proposed sign(s):
 Freestanding (e.g., pole) sign? Yes ___ No Dimensions proposed: _____ Height from grade: 8'6"
 Bldg. wall sign? (attached to bldg) Yes No ___ Dimensions proposed: 3'x 8' (74 sf) - OK
43 x 1.5 = (64.5) allowed

Proposed awning? Yes ___ No Is awning backlit? Yes ___ No ___
 Height of awning: _____ Length of awning: _____ Depth: _____
 Is there any communication, message, trademark or symbol on it? Yes ___ No ___
 If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.

Information on existing and previously permitted sign(s):
 Freestanding (e.g., pole) sign? Yes No Dimensions: 2'x 7'
 Bldg. wall sign? (attached to bldg) Yes No ___ Dimensions: Bracket for sign on building
 Awning? Yes ___ No Sq. ft. area of awning w/communication: _____ is existing

A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.

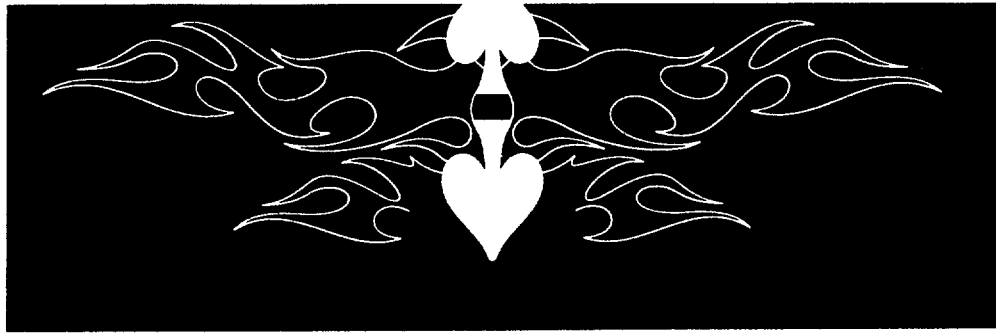
Please submit all of the information outlined in the Sign/Awning Application Checklist. Failure to do so may result in the automatic denial of your permit.

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

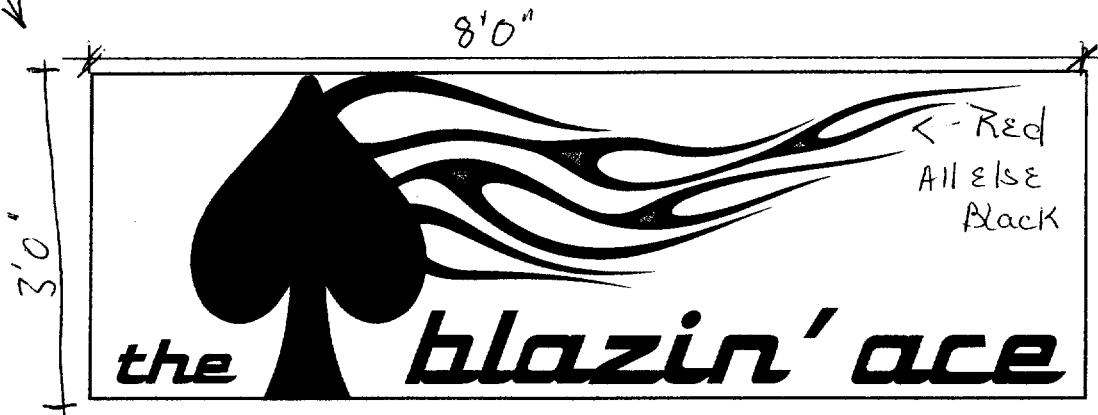
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

Signature of applicant: <u>Seth DiPietrantonio</u>	Date: <u>June 25, 2006</u>
JUL 24 2006 This is not a permit; you may not commence ANY work until the permit is issued. RECEIVED	

CC



Proposed
Sign (Non illuminated)





Real Estate Lease

This Lease Agreement (this "lease") is dated June 19 2006, by and between Michael Elie ("Landlord") and Seth B. DiIetran tonio ("Tenant"). The parties agree as follows:

PREMISES Landlord, in consideration of the lease payments provided in the lease, leases to tenant a 1200 square foot retail space.
(The "Premises") located at 259 St. John Street, Portland, Maine 04102.

LEGAL DESCRIPTION The legal description for the premises is a: 1200 square foot area at 259 St. John Street

TERM The lease term will begin on June 19 2006 and will terminate on June 19 2007.

LEASE PAYMENTS Tenant shall pay to landlord monthly installments of \$1500.00, payable in advance on the first day of each month, for a total lease payment of 11. Lease payments should be made to the landlord at 259 St. John Street, Portland, ME 04102, which address may be changed from time to time by landlord.

SECURITY DEPOSIT At the time of the signing of this lease, tenant shall pay to landlord, in trust, a security deposit of \$1500.00 to be held and disbursed for tenant damages to the premises (if any) as provided by law. +\$1500 For Last Month

POSSESSION Tenant shall be entitled to possession on the first of the term of this lease and shall yield possession to the landlord on the last day of the term of this lease, unless otherwise agreed by both parties in writing. At the expiration of the term, tenant shall remove goods and effects and peaceably yield up to the premises to landlord in as good a condition as when delivered to tenant, ordinary wear and tear expected.

USE OF PREMISES Tenant may use the premises only for the Retail/Smoke shop the premises may be used for any other purpose only with the prior written consent of landlord, which shall not be unreasonably withheld. Tenant shall notify the landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

PROPERTY INSURANCE Landlord and tenant shall each maintain appropriate insurance for their respective interests in the premises and property located on the premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant

shall also maintain any other insurance which landlord may reasonably require for the protection of landlord's interest on its own property.

LIABILITY INSURANCE Tenant shall maintain liability insurance on the premises. Tenant shall deliver appropriate evidence to the landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS This lease shall automatically renew for an additional period of 2 years per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in the lease except that the lease installment payments may increase up to but not exceeding 10 % per month each year.

MAINTENANCE landlord shall have the responsibility to maintain the premises in good repair at all times.

UTILITIES AND SERVICES Tenant shall be responsible for the following utilities and services in connection with the premises:

-electricity

-gas

-heating > (LANDLORD)

Tenant acknowledges that the landlord has fully explained to the tenant the utility rates, charges and services for which the tenant will be required to pay to the landlord (if any), other than those to be paid directly to the third-party provider.

TAXES Taxes attributable to the premises or the use of the premises shall be allocated as follows:

REAL ESTATE TAXES Landlord shall pay all real estate taxes and assessments for the premises.

PERSONAL TAXES Tenant shall pay all personal taxes and any other charges which may be levied against the premises and which are attributed to the tenants use of the premises, along with all sales and or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES Notwithstanding any other provision of this lease, landlord may terminate this lease upon 60 days written notice to tenant that the premises have been sold.

DEFAULTS Tenant shall be in default of this lease if the tenant fails to fulfill any lease obligation or term by which the tenant is bound. Subject to any governing provisions of the law to the contrary, if tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by landlord to tenant, landlord may take possession of the premises without further notice (to

the extent permitted by law) and without prejudicing landlords rights to damages. In the alternative, landlord may elect to cure any default and the cost of such action shall be added to the tenant's financial obligations under this lease. Tenants shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the landlord by reason of tenant default. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENT For any payment that is not paid within 10 days after the due date, tenant shall pay a late fee of \$75.00

NON-SUFFICIENT FUNDS Tenant shall be charged \$75.00 for each check that is returned to landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES Subject to tenants consent (which shall not be unreasonably withheld), landlord shall have the right to enter the premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, landlord does not assume any liability for the care or supervision of the premises. As provided by law, in the case of an emergency, landlord may enter the premises without tenants consent.

MECHANICS LIENS Neither the tenant nor anyone claiming through the tenant shall have the right to file mechanics liens nor does any other kind of lien on the premises and the filing of this lease constitute notice that such liens are invalid. Further, tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that is necessary in order to keep the premises free of all liens resulting from construction done by or for the tenant.

SUBORDINATION OF LEASE This lease is subordinate to any mortgage that now exists, or may be given later by the landlord, with respect to the premises.

ASSIGNABILITY/SUBLETTING Tenant may not assign or sublease any interest in the premises, nor effect a change in the majority ownership of the tenant (from the ownership existing at the inspection of this lease), nor adding, mortgage or pledge this lease, without the prior written consent of the landlord, which shall not be unreasonably withheld.

NOTICE Notices under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows.

LANDLORD

Michael Elie
33 Ramsdell Rd.
Gray, Maine 04039

GOVERNING LAW This lease shall be construed in accordance with the laws of the State of Maine.

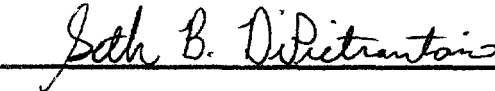
BINDING EFFECT The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

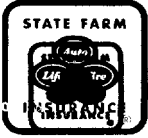


Michael Elie

TENANT:



Aug 19 15⁺
PA met



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Seth Dipietrantonio, DBA The Blazin' Ace
Address of policyholder: 259 St. John Street, Portland, ME, 04102
Location of operations: Same
Description of operations: Storefront

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Table with columns: POLICY NUMBER, TYPE OF INSURANCE, POLICY PERIOD (Effective Date, Expiration Date), LIMITS OF LIABILITY (at beginning of policy period). Includes details for policy 191007f28 and sections for EXCESS LIABILITY and Workers' Compensation and Employers Liability.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

City of Portland
389 Congress Street
Portland, Maine 04101

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative: E. Robin Thurston

Agent: E. Robin Thurston Date: 07/24/06

Title: E. Robin Thurston

Agent Name: E. Robin Thurston

Telephone Number: 207-883-5867

Agent's Code Stamp: Agent Code 191007, AFO Code F874

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number 2 of 2
Parcel ID 064 D003001
Location 255 ST JOHN ST
Land Use RETAIL & PERSONAL SERVICE

Owner Address ELIE MICHAEL R
 33 RAMSDELL RD
 GRAY ME 04039

Book/Page 23633/243
Legal 64-D-3-4
 ST JOHN ST 255-261
 10000 SF

Current Assessed Valuation For Fiscal Year 2006

Land	Building	Total
\$128,900	\$175,670	\$304,570

Estimated Assessed Valuation For Fiscal Year 2007*

Land	Building	Total
\$157,000	\$232,900	\$389,900

* Value subject to change based upon review of property status as of 4/1/06.
 The tax rate will be determined by City Council in May 2006.

Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1950	1	2308	1

Total Acres	Total Buildings Sq. Ft.	Structure Type	Building Name
0.23	4648	MANUFACTURING	COLONIAL ELECTRONICS

Exterior/Interior Information

Section	Levels	Size	Use
1	01/01	1204	RETAIL STORE
1	01/01	1104	LIGHT MANUFACTURING

Height	Walls	Heating	A/C
8	FRAME	HOT AIR	NONE
8	FRAME	HOT AIR	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

Building Other Features

Line	Structure Type	Identical Units
2	CANOPY - ONLY	1