



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

### Signage /Awning Permit Application

**Building Information:**

Exterior Length of façade of tenant space (ft): 450 60 Height of exterior façade (ft): 20 FT  
 Lot frontage on street (ft): 150 This is a (select one):  Single Tenant Lot  Multi-Tenant Lot  
 If multi-tenant, this is a (select one):  Ground floor unit  Upper story unit  
 Current specific use: VACANT FREESTANDING If vacant, prior use: \_\_\_\_\_  
 Proposed use: AD FOR BUSINESS

**Information on EXISTING signs that will remain:**

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>Freestanding 8x10</u>					<u>ON LINE</u>

**Information on PROPOSED signs:**

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			

Insurance -> Cross Insurance, Westbrook, ME

**I hereby certify the following:**

- I am the Owner of record of the named property, or the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent.
- I assume responsibility for compliance with all applicable statutes, codes, ordinances, rules and regulations.
- I understand that this application will not be reviewed for code compliance, and I certify that the proposed sign will be installed in accordance with the IBC 2009.
- I understand that if a Code Official determines that the sign has been installed in violation of any statute, code, or ordinance, that I am responsible for remedying the violation.
- 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: [Signature]

Date: 6-19-18

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



06/29/2018

## LEASE AGREEMENT

THIS LEASE is made this 15 day of May, 2018, by and among 235 ST. JOHN STREET, LLC, a Maine Limited Liability Company with a principal place of business in Portland, Maine (hereinafter called "Landlord") and STEVE FOWLER, of Portland, Maine (hereinafter called "Tenant").

### WITNESSETH:

1. Premises. In consideration of the rent and covenants herein reserved and contained on the part of the parties to be paid, performed and observed, Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby take and hire from Landlord, upon and subject to the terms and provisions of this lease, the following described premises (sometimes hereinafter referred to as the "premises" and sometimes referred to as the "demised premises"):

The building and the parcel of land owned by Landlord situated at 235 St. John Street in the City of Portland, County of Cumberland and State of Maine.

Tenant acknowledges that Tenant has inspected the demised premises and is fully satisfied with the physical condition thereof and agrees to accept possession of the demised premises in "as is" condition.

### 2. Term:

(a) The initial term of this lease shall be for a period of three (3) years, beginning on June 1, 2018 (hereinafter called the "commencement date").

(b) Provided that Tenant is not in default at the time of notice to Landlord of Tenant's exercise of Tenant's option to extend, Tenant shall have the right to extend the original term for one (1) additional period of five (5) years, such extension period to be on all of the other terms, covenants and conditions of the Lease except for the rent which shall be adjusted in the manner set forth in Section 3(a)(ii). Tenant shall exercise this option by giving Landlord written notice at least six (6) months prior to the end of the then current term.

(c) If Tenant shall continue in occupancy of the demised premises after the expiration of a term without the consent of Landlord, such occupancy shall not be deemed to extend or renew the lease, but in addition to any other liability arising hereunder for failure to quit the demised premises, such occupancy shall continue as a tenancy at will from month to month upon all the other terms, covenants and conditions, except for the rent which shall be equal to one hundred fifty percent (150%) of the monthly rent in effect for the month immediately preceding the first month of such holdover, prorated and payable for each month or partial month of such holdover. This subsection shall not be construed as giving Tenant any right to hold over after the expiration of the term of this lease.



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## 6. Repairs and Alterations:

(a) Landlord shall not be obligated to make any repairs, replacements or improvements of any kind to the premises, or to any utility systems, equipment, furnishings, facilities, personal property or fixtures of any kind contained therein.

(b) Tenant shall, at his own cost and expense, keep and maintain in good order, condition and repair throughout the term, damage by fire, taking, casualty and ordinary wear and tear excepted, all other portions of the demised premises apart from those specified structural repairs for which Landlord is responsible pursuant to subparagraph (a) above, including, without limitation: (i) the landscaping, parking areas, exterior and interior of any improvements and any doors, windows, door frames, window frames and plate glass; and (ii) the plumbing, sewage, heating, compressed air, gas, electrical and other utility systems and appurtenant apparatus serving the premises and located within the demised premises. Tenant shall further be responsible for any repairs necessitated by any act, default or negligence of Tenant, or his employees, agents, invitees, licensees or contractors.

(c) Tenant shall have the right, at his expense, from time to time, to redecorate the interior of the building upon the demised premises and to make such non-structural alterations and changes in the interior and exterior thereof as Tenant shall deem expedient or necessary for Tenant's purposes; provided, however, that such alterations and changes shall not injure the safety of the structure of the premises, nor diminish their value, shall be done in a good and workmanlike manner, and Tenant shall have obtained Landlord's prior written consent thereto, not to be unreasonably withheld.

(d) Except as provided in subparagraph (c) immediately above, Tenant shall not make any alterations or improvements in, on or to the premises without Landlord's prior written consent in Landlord's sole discretion.

(e) The provisions of Sections 13 and 14 of this lease relating to the repair and restoration of the demised premises following any fire, casualty or taking, shall supersede the provisions of this Section 6.

7. Utilities. Tenant shall pay, as an additional charge during the term of this lease, all utilities associated with Tenant's use of the premises, including, but not limited to, electricity, heat, rubbish removal, gas, telephone, water, storm water and sewer charges. Tenant shall pay directly the utility provider, and in the event any of said utilities shall be paid for by Landlord, Tenant shall immediately reimburse Landlord upon demand.

## 8. Real Estate Taxes:

(a) Tenant shall pay to Landlord, as an additional charge, all real estate taxes imposed or levied against the demised premises for each lease year (June 1 to the



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the first year of the note term, four percent (4.0%) during the second year of the note term, three percent (3.0%) during the third year of the note term, two percent (2.0%) during the fourth year of the note term, and one percent (1.0%) during the fifth year of the note term. The note shall be secured by a first mortgage and security agreement of the demised premises in a form satisfactory to Landlord.

(c) Quitclaim Deed with Covenant, Form of Payment. Landlord shall convey the premises to Tenant by good and sufficient Quitclaim Deed with Covenant upon tender of the purchase price as set forth in subsection (b) above.

(d) Title Defects. If counsel for the Tenant shall be of the opinion, given in good faith, that the title to the demised premises is defective or is otherwise not free and clear of all encumbrances or is not sufficiently described, or is not marketable, then the Closing shall be postponed for a reasonable period of time during which the Landlord shall make its best efforts to remove or insure over such defect or encumbrance at its own expense, to the reasonable satisfaction of counsel for the Tenant. If the title proves defective (or the legal description is not sufficiently definitive) and if the Landlord shall fail to remove or insure over such defect or encumbrance within sixty (60) days after notice from the Tenant of the nature of the defect or encumbrance, the Tenant may, at his election, either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance; or (ii) terminate this Agreement.

(e) Failure to Close. If Tenant (i) fails to exercise the Option during the first three year term hereof, or (ii) exercises the Option but fails to close within the time period described above, then all of Tenant's rights under this Section 28 shall terminate.

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

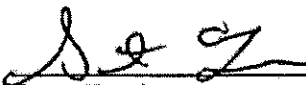
WITNESS:

235 ST. JOHN STREET, LLC

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By:   
Leonard Kovit, Its Manager

\_\_\_\_\_

  
Steve Fowler



