

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number 000743

PERMIT ISSUED

MAR - 6 2006

This is to certify that WILLIAM C ROWELL FAMILY LIMITED PARTNERSHIP Reaghas permission to Change of Use retail to office w/Tenant fit-upAT 309 FOREST AVE

112 F004001

CITY OF PORTLAND

provided that the person or persons who obtain or accept this permit shall comply with all of the provisions of the Statutes of Maine 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.

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

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

OTHER REQUIRED APPROVALS

Fire Dept. Greg Class 3-2-06

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature] 3/6/06
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: 06-0223	Issue Date: MAR - 6 2006	CBL: 112 F004001
Owner Name: WILLIAM C ROWELL FAMILY L	Owner Address: 122 CODMAN ST	Phone: 207-653-6353
Business Name:	Contractor Name: Reagan & Company	Contractor Address: 106 Merrill Rd. Gray
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial
Zone: B2		

Past Use: Commercial	Proposed Use: Commercial Change of Use retail to office w/Tenant fit-up
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Proposed Project Description: Change of Use retail to office w/Tenant fit-up

Permit Fee: \$249.00	Cost of Work: \$16,965.00	CEO District: 1
FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied USFPA 101 Chapter 38 Signature: Greg Cross		INSPECTION: Use Group: B Type: 3/6/06 Signature: [Signature]
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: 02/10/2006	Zoning Approval		
		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 w/conditions Date: 2/24/06 [Signature]	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:

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

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

06-0223

02/10/2006

112 F004001

309 FOREST AVE

WILLIAM C ROWELL FAMILY L

122 CODMAN ST

1. *Journal of the American Medical Association*, 277: 1025-1026, 1997.

Reagan & Company

106 Merrill Rd. Gray

(207) 653-6353

Phone:

Change of Use - Commercial

Commercial Change of Use retail to office w/Tenant fit-up

Change of Use retail to office w/Tenant fit-up

Approval Date: 03/02/2006

Ok to Issue: ☒

1) All building construction shall comply with NFPA 101 chapter 38

2/24/2006-amachado: Since it is a change of use, he needs to show 6 parking spaces on a site plan.



General Building Permit Application

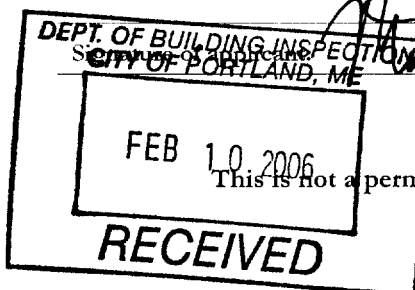
Every property owner owes real estate or personal property taxes or user charge on any property within the City, per permit conditions no construction, work, before permits of any kind are accepted.

Location/Address of Construction: 299 Forest Ave.		
Total Square Footage of Proposed Structure 2,200 SF +/-		Square Footage of Lot .513 1/2 Acres
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 112 F 4	Owner: William C. Rowell Family Partnership	Telephone: 772-3033
Lessee/Buyer's Name (If Applicable) CARDENTE REAL Estate Mathew Cardente	Applicant name, address & telephone: Mathew Cardente 34 Diamond St. Portland, ME 04101 775-7363	Cost Of Work: \$ 16,965.00 Fee: \$ 174 C of O Fee: \$ 95
Current Specific use: <u>Old Sign</u> If vacant, what was the previous use? <u>Sign Company show Room & office</u> Proposed Specific use: <u>Offices</u>		
Project description: We would like to convert what is empty space into 5 offices, 1 Conference Room, reception area, work & file area, and about space. The walls will be 9 feet tall.		
Contractor's name, address & telephone: Reagan & Company 106 Merrill Rd. Bryant, ME 04039 Earle C. Reagan Phone 657-6353 Fax 657-3964		
Who should we contact when the permit is ready: <u>Mike Cardente</u> Mailing address: Cardente Real Estate 34 Diamond St. Portland, ME 04101 Phone: <u>775-5677 or 233-7221</u>		

Please submit all of the information outlined in the Commercial Application 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 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.



This is not a permit; you may not commence ANY work until the permit is issued.

Date: **2/8/06**

1183

Baxter BLVD.

85'

50'

42 S

This space included too

50'

45'

Driveway

CELANA STAIRCASE

65'

1950A

permit # 98-0372

65' Driveway

~2000'

NEW HALF WALL

Driveway

NEW 46" WALL

~70

65X30' 1950

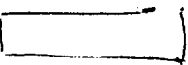
Driveway

PARKING

FOREST AVENUE

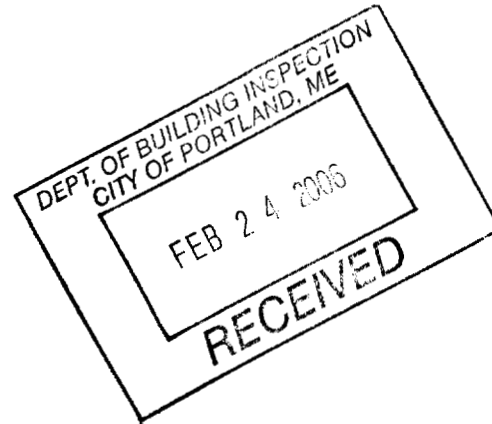
4250' @ 200' @ 21 SPTUS?

EXISTING SIGN





CARDENTE
REAL ESTATE



Friday, February 24, 2006

Portland Code Enforcement
City of Portland
Portland, Maine

To whom it may concern:

The general manager of my company relayed that the City of Portland had questions about available parking for my new office space at 303 Forest Avenue, Portland. Unfortunately, we do not have access to a "to scale" site plan of the site that shows the parking. However, I have included page six of my lease that states that I have been allocated 2 designated parking spaces in the front as well as access to all "in common" parking spaces in the front. The front lot of 303 Forest Avenue has a total of 18 parking spaces. Eight of the spaces are designated parking for my unit and the two adjacent the units. The remaining 8 spaces are "in common" and are available for all three units to share. I have also attached the tax map of the premises showing where the spaces are located. In addition to the 10 spaces I have access to in the front of the buiding, I have also secured 4 spaces in the WPOR parking lot that is master leased by the University of Southern Maine and is located in the rear of the premises. In total, this provides me with access to 12 only 10 correct w/ Matthew abulos
don't count these - for w/ Matthew abulos
AM

parking spaces and I only have five people working in my office. If you have any further questions, please don't hesitate to contact me. We are really hoping we can get this building permit as soon as possible as we are planning to relocated in the next two to three weeks. Thank you for your assistance.

Sincerely,

Matthew Cardente
Broker
Cardente Real Estate



~~14~~**14.14.PARKING.** LANDLORD will designate two (2) parking spaces at the entrance to the demised premises for TENANT's use. TENANT is responsible for monitoring its designated parking. TENANT shall have rights in common with other tenants of the Building to the parking areas, except for up to 8 additional parking spaces **which may** be designated for the exclusive use of other tenants.

~~15~~**15.15.ASSIGNMENT – SUBLEASING.** The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance [which consent shall not be unreasonably withheld]. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of more than 50% stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease. Landlord acknowledges that a portion of the demised premises will be subleased to Cardente Properties.

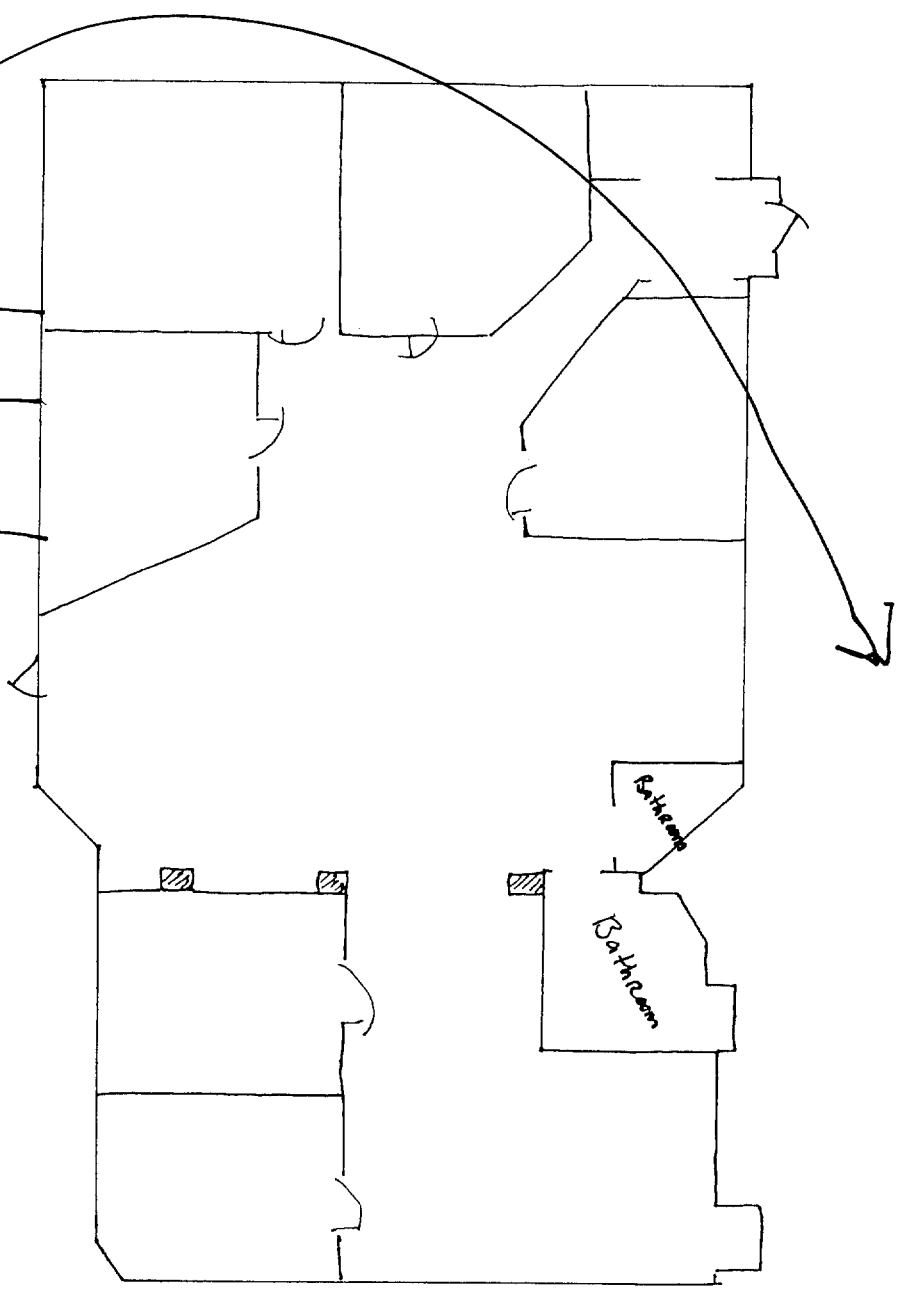
~~16~~**16.16. SUBORDINATION AND QUIET ENJOYMENT.** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the TENANT performs all of its obligations under this lease, the TENANT shall be entitled to the quiet enjoyment of the leased Premises.



~~17~~**17.17. LANDLORD'S ACCESS.** The LANDLORD or agents of the LANDLORD may, at all reasonable times during the term of this lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation. LANDLORD shall also have the right to enter on and/or pass through the Leased Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Leased Premises or the Building. LANDLORD shall have the right in its discretion to erect or install demising walls and any other improvements that LANDLORD deems necessary to separate the Leased Premises from the remainder of the Building.


~~18~~**18.18. INDEMNIFICATION – LIABILITY.** TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all Injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD's property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorneys' fees, incurred by LANDLORD. in enforcing any obligation, covenant or agreement of this lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT. Without limitation, this provision

299 Forest Ave.
CARDENTE REAL ESTATE

Ceilings are 9'
walls are 9' high



KEY
 Current Walls & Floor Plan
 Proposed NEW Walls & Floor Plan

Scale

 1 foot 5 FEET

2 designated space
 8 shared / "IN Commn" spaces
 4 leased parking spaces through USM
 14 spaces

