

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 100448

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

This is to certify that WILLIAM C ROWELL FAMILY LIMITED PARTNERSHIP Johns

has permission to Change of use from Office to Retail w/ tenant fit-up MAY 19 2010

AT 309 FOREST AVE CBL 112 F004001

provided that the person or persons, firm or corporation accepting 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.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR 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. CAPT. R. Lathrop

Health Dept. _____

Appeal Board _____

Other _____

Department Name

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: 10-0448	Issue Date:	CBL: 112 F004001
-----------------------	-------------	---------------------

Location of Construction: 309 FOREST AVE (299)	Owner Name: WILLIAM C ROWELL FAMILY L	Owner Address: 122 CODMAN ST	Phone:
Business Name:	Contractor Name: Johnston Building	Contractor Address: 8 Lupine Lane Rockport	Phone: 2075945333
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-2

Past Use: Commercial - Office (Certificate Real Estate)	Proposed Use: Commercial - Retail - Change of use from Office to Retail w/ tenant fit-up - "Handle It"	Permit Fee: \$115.00	Cost of Work: \$2,000.00	CEO District: 1
Proposed Project Description: Change of use from Office to Retail w/ tenant fit-up		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: M Type: 2B IBC 2003	
		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: Idobson	Date Applied For: 04/30/2010	Zoning Approval		
-----------------------------	---------------------------------	------------------------	--	--

<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. 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"/> Date: 5/14/10 ARN	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: AFM
---	---	---	--

PERMIT ISSUED

MAY 19 2010

City of Portland

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

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.
- Permits expire in 6 months, if the project is not started or ceases for 6 months.
- If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.

 X Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

 X Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.
NOTE: There is a \$75.00 fee per inspection at this point.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

PERMIT ISSUED

MAY 19 2010

City of Portland

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-0448	Date Applied For: 04/30/2010	CBL: 112 F004001
-----------------------	---------------------------------	---------------------

Location of Construction: 309 FOREST AVE (299)	Owner Name: WILLIAM C ROWELL FAMILY L	Owner Address: 122 CODMAN ST	Phone:
Business Name:	Contractor Name: Johnston Building	Contractor Address: 8 Lupine Lane Rockport	Phone: (207) 594-5333
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Retail ("Handle It")- Change of use from Office to Retail w/ tenant fit-up	Proposed Project Description: Change of use from Office to Retail w/ tenant fit-up
--	---

Dept: Zoning Status: Approved with Conditions Reviewer: Ann Machado Approval Date: 05/04/2010

Note: Proposed area is 2,200 sf. Parking required under section 14-332(h) need 1 parking space for each 200 sf of first floor area in excess of 2,000 sf. Need one parking place. Plot plan shows 8 parking spaces in common in front and two designated spaces in the rear. **Ok to Issue: ✓**

1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building Status: Approved with Conditions Reviewer: Tammy Munson Approval Date: 05/19/2010

Note: **Ok to Issue: ✓**

1) As discussed, the wall framing will be metal studs due to the construction type of the building

2) The aisle width and path of travel to the exit shall not be less than 36"

3) The maximum occupant load is 50.

4) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process

Dept: Fire Status: Approved with Conditions Reviewer: Capt Keith Gauvreau Approval Date: 05/05/2010

Note: **Ok to Issue: ✓**

1) Fire extinguishers required. Installation per NFPA 10

2) All construction shall comply with NFPA 1 and 101.

3) This permit is for change of use only, any construction shall require additional permits. The occupancy shall meet NFPA 101 code requirements upon inspection



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>299 Forest AVE</u>		
Total Square Footage of Proposed Structure/Area <u>2200 sq ft.</u>		Square Footage of Lot <u>22345</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>112 R 004</u>	Applicant *must be owner, Lessee or Buyer* Name <u>LESLEY JOHNSTON</u> Address <u>8 LUPINE LANE</u> City, State & Zip <u>ROCKPORT, ME 04856</u>	Telephone: <u>207-594-5333</u>
Lessee/DBA (If Applicable) <u>The Johnston Companies</u> <u>DBA HANDLE IT!</u>	Owner (if different from Applicant) Name <u>WILLIAM ROWLEY FAMILY LIMITED PARTNERSHIP</u> Address <u>122 Codman St.</u> City, State & Zip <u>PORTLAND, ME 04103</u>	Cost Of Work: \$ <u>2000.00 (39)</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>114.00</u>
Current legal use (i.e. single family) <u>OFFICE - Carden's real estate office</u>		
If vacant, what was the previous use? _____		
Proposed Specific use: <u>RETAIL STORE "Handle It"</u>		
Is property part of a subdivision? <u>NO</u> If yes, please name _____		
Project description: <u>Change of use</u> <u>BUILD WALL APPROXIMATELY 40' long</u>		
Contractor's name: <u>JOHNSTON BUILDING</u>		
Address: <u>8 Lupine Lane</u>		
City, State & Zip <u>Rockport, ME 04856</u>		Telephone: <u>207-596-3138</u>
Who should we contact when the permit is ready: <u>LESLEY JOHNSTON</u>		Telephone: <u>207-691-0614</u>
Mailing address: <u>8 Lupine Lane, Rockport, ME 04856</u>		<u>594-5333</u>

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8700.

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: Johnston Date: 2/19/2010

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



Commercial Interior & Change of Use Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

One (1) complete set of construction drawings must include:

Note: Construction documents for costs in excess of \$50,000.00 must be prepared by a Design Professional and bear their seal.

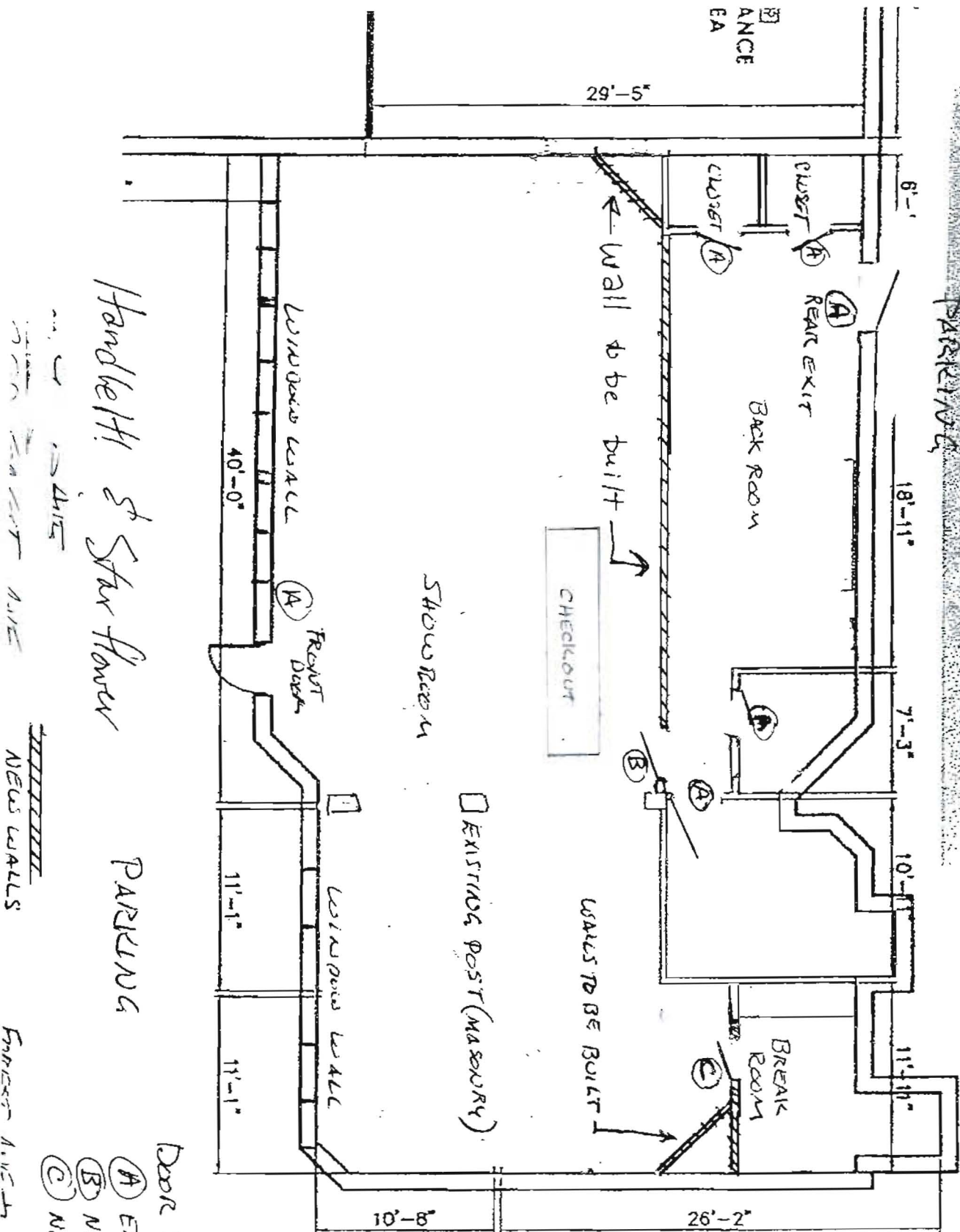
- Cross sections w/framing details
- Detail of any new walls or permanent partitions
- Floor plans and elevations
- Window and door schedules
- Complete electrical and plumbing layout.
- Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment or other types of work that may require special review
- Insulation R-factors of walls, ceilings, floors & U-factors of windows as per the IECC 2003
- Proof of ownership is required if it is inconsistent with the assessors records.
- Reduced plans or electronic files in PDF format are required if originals are larger than 11" x 17".
- Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal and external plumbing, HVAC & electrical installations.

For additions less than 500 sq. ft. or that does not affect parking or traffic, a site plan exemption should be filed including:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance from the actual property lines.
- Location and dimensions of parking areas and driveways, street spaces and building frontage.
- Dimensional floor plan of existing space and dimensional floor plan of proposed space.

A Minor Site Plan Review is required for any change of use between 5,000 and 10,000 sq. ft. (cumulatively within a 3-year period)



WALLS ARE
 CONCRETE
 STUDS
 NON-BEARING

A - BRADFORD
B - HANDLE IT!
C - VACANT



**MAINE COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)**

1. PARTIES William C. Rowell Family Limited Partnership with a mailing address of 122 Codman Street, Portland, Maine 04103 ("LANDLORD"), hereby leases to The Johnston Companies D/B/A Handle It, with a mailing address of 299 Forest Avenue, Portland, Maine 04101 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES The Premises are deemed to contain 2,200 +/- square feet. The Premises are located at 299 Forest Avenue, Portland, Maine 04101 together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM The term of this lease shall be for Three (3) Years, unless sooner terminated as herein provided, commencing on May 1, 2010, and ending on April 30, 2013.

4. RENT The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>One</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Two</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Three</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: 122 Codman Street, Portland, Maine 04103. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for Two (2) Three (3) Year terms. In order to exercise TENANT's option, TENANT shall Notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>Four</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Five</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Six</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Seven</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Eight</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the leased premises at the termination of this lease. Tenant further agrees that, as a holdover, TENANT shall not acquire any tenancy at will, but shall at all times during any holdover be, and remain, a tenant at sufferance only.

28. MISCELLANEOUS

If TENANT is more than one person or party, TENANT's obligations shall be joint and several. Unless repugnant to the context. "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.

29. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Cardente Real Estate ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

30. SIGNAGE

Tenant, at Tenant's option, can install signage on the front façade of the building. Signage will be at Tenant's cost and subject to Complex Standards and to the City of Portland's Signage Ordinance.

31. PARKING

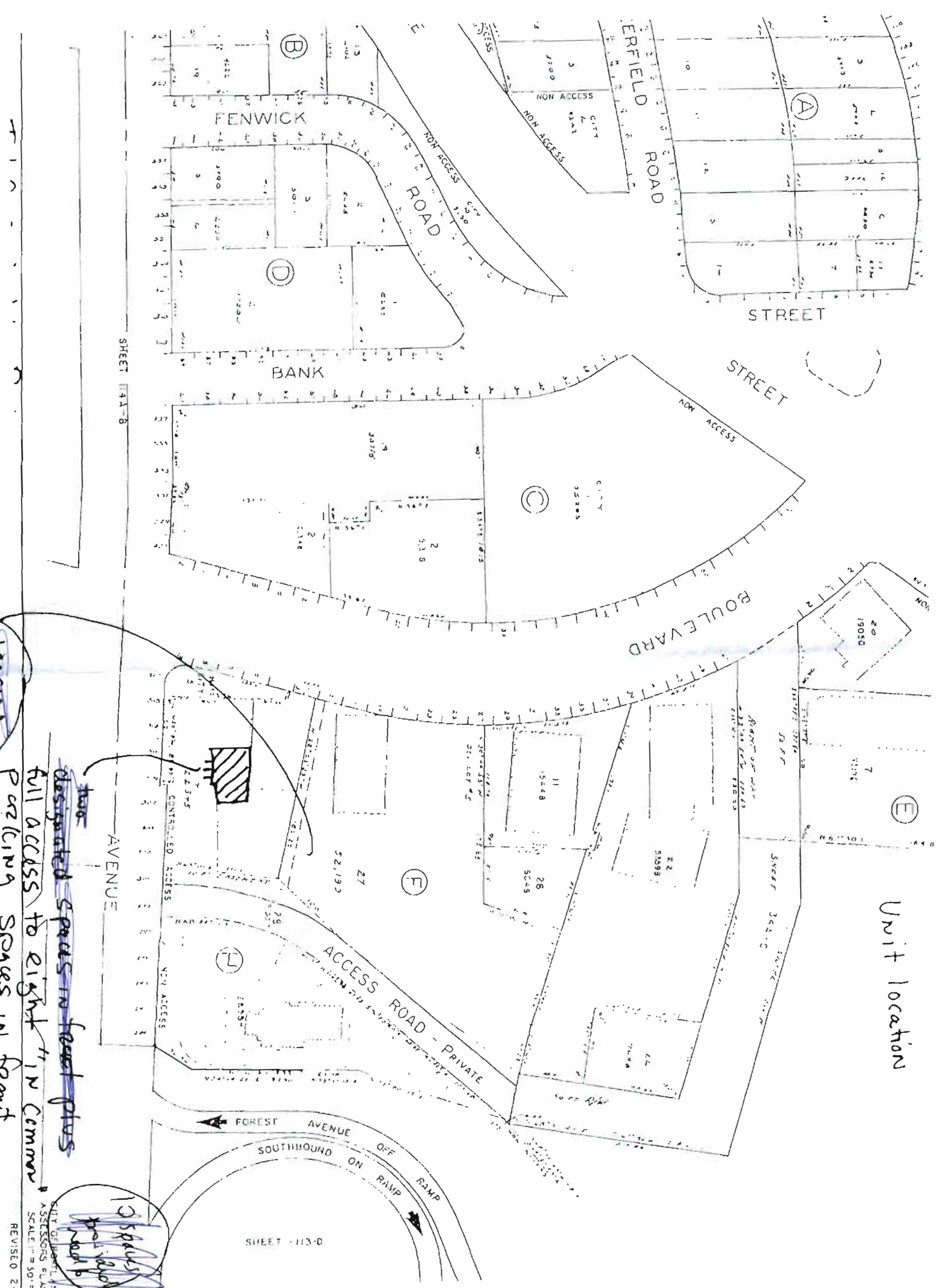
Parking is available "in common" in the front parking lot of the demised premises however Tenant will also have the exclusive use of the parking spot in front of the rear door to the demised premises and a spot adjacent to this one on the right when facing the building. Tenant is responsible for monitoring its designated parking.

32. NO SET-OFF.

TENANT waives any right to set-off, offset or deduct any claims against LANDLORD from any Base Rent, Additional Rent or any other amount payable hereunder. Nothing contained in this Article shall be deemed to constitute a waiver by TENANT of any other rights (other than those of set-off, offset or deduction or any other waiver expressly set forth herein) with respect to any breach by LANDLORD hereunder.

33. LANDLORD'S WORK See attached Exhibit A





leasable spaces from 15 ft in the rear lot - not included - REAR
 SEE INCLUDED AERIAL PHOTO
 designated spaces in front plus full access to eight ft in common parking spaces in front
 135 spaces parking
 THIS DESIGNATES IN

CITY OF
 ASSESSORS PLAN
 SCALE 1" = 50'-0"
 REVISED 2-