

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND**

Please Read Application And Notes, if Any, Attached

PERMIT ISSUED  
Permit Number: 11042910  
MAY 10 2010  
CITY OF PORTLAND

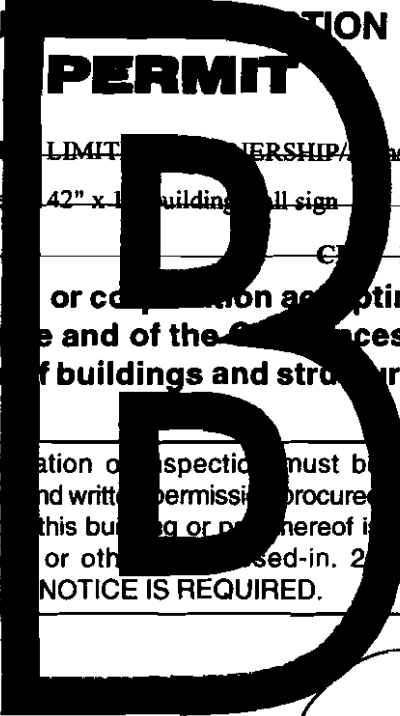
This is to certify that WILLIAM C ROWELL FAMILY LIMITED PARTNERSHIP/ as

has permission to install new signage for "Handle" 42" x 11" building wall sign

AT 309 FOREST AVE

City of Portland Form # 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 finished-in. 2 HOUSING 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 \_\_\_\_\_

*[Handwritten Signature]*  
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 10-0449	<b>Date Applied For:</b> 04/30/2010	<b>CBL:</b> 112 F004001
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<b>Location of Construction:</b> 309 FOREST AVE (299)	<b>Owner Name:</b> WILLIAM C ROWELL FAMILY L	<b>Owner Address:</b> 122 CODMAN ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Johns Construction	<b>Contractor Address:</b> 227 Little Wilson Road Turner	<b>Phone</b> (207) 212-7039
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Signs - Permanent	

<b>Proposed Use:</b> Commercial - Retail - install new signage for "Handle It" 42" x 15' building wall sign	<b>Proposed Project Description:</b> install new signage for "Handle It" 42" x 15' building wall sign
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<b>Dept:</b> Zoning	<b>Status:</b> Approved	<b>Reviewer:</b> Ann Machado	<b>Approval Date:</b> 05/04/2010
<b>Note:</b> Change of use permit #10-0448			<b>Ok to Issue:</b> ✓
<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Tammy Munson	<b>Approval Date:</b> 05/17/2010
<b>Note:</b> 1) Signage Installation to comply with Chapters 31 & 32 of the IBC 2003 building code.			<b>Ok to Issue:</b> ✓

## **BUILDING PERMIT INSPECTION PROCEDURES**

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

**or email: [buildinginspections@portlandmaine.gov](mailto: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   **Final inspection required at completion of work.**

**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.**

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 10-0449	Issue Date:	CBL: 112 F004001
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Location of Construction: 309 FOREST AVE (209)	Owner Name: WILLIAM C ROWELL FAMILY L	Owner Address: 122 CODMAN ST	Phone:
Business Name:	Contractor Name: Johns Construction	Contractor Address: 227 Little Wilson Road Turner	Phone: 2072127039
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: B-2

Past Use: Commercial - Retail Connected w/ permit#100448	Proposed Use: Commercial - Retail - install new signage for "Handle It" 42" x 15' building wall sign	Permit Fee: \$135.00	Cost of Work: \$135.00	CEO District: 1
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Proposed Project Description:  
install new signage for "Handle It" 42" x 15' building wall sign

**FIRE DEPT:**  Approved  Denied  
*N/A*  
 Signature: \_\_\_\_\_

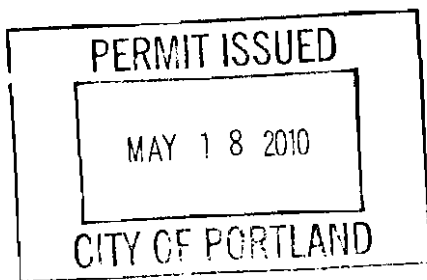
**INSPECTION:** Use Group: *V* Type: *Sign*  
*IBC 2003*  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)**  
 Action:  Approved  Approved w/Conditions  Denied  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Taken By: Idobson	Date Applied For: 04/30/2010	<b>Zoning Approval</b>
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- 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..

<b>Special Zone or Reviews</b> <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: <i>OK 5/14/10 ABN</i>	<b>Zoning Appeal</b> <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: _____	<b>Historic Preservation</b> <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: <i>ABN</i>
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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

Department of Building Inspections

## Original Receipt

\_\_\_\_\_ 5.4 20 10 \_\_\_\_\_

Received from Humble T.I.

Location of Work 299 Forest Ave

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: 135

Building (1E) \_\_\_\_\_ Plumbing (15) \_\_\_\_\_ Electrical (12) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other Sig 115

CBL: 112-7-4

Check #: 8849

Total Collected \$ 135

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy



# Signage/Awning 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: <b>299 FOREST AVENUE</b>		
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <b>112      F      004</b>	Owner: <b>WILLIAM ROWLEY FAMILY LIMITED PARTNERSHIP 122 COOMAN ST. PORTLAND, ME 04103</b>	Telephone: <b>(207) 742-3033</b>
Lessee/Buyer's Name (If Applicable) <b>THE JOHNSTON COMPANIES dba HANDLE IT!</b>	Contractor name, address & telephone: <b>JOHNSTON BUILDING &amp; LUPINE LANE ROCKPORT, ME 04856 (207) 696-3138</b>	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ <u>135.-</u> Awning Fee= cost of work <u>N/A</u> Total Fee: \$ <u>135.-</u>

Who should we contact when the permit is ready: LESLEY JOHNSTON phone: (207) 691-0614 / (207) 594-5333

Tenant/allocated building space frontage (feet): Length: 65' Height: 16'  
Lot Frontage (feet) \_\_\_\_\_ Single Tenant or Multi Tenant Lot: MULTI

Current Specific use: VACANT  
If vacant, what was prior use: OFFICE  
Proposed Use: RETAIL

Information on proposed sign(s):  
Freestanding (e.g., pole) sign? Yes \_\_\_ No  Dimensions proposed: \_\_\_\_\_ Height from grade: 10.5' TO BOLTER (prev)  
Bldg. wall sign? (attached to bldg) Yes  No \_\_\_ Dimensions proposed: 42" HIGH X 15' WIDE (TOTAL)

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: \_\_\_\_\_  
Bldg. wall sign? (attached to bldg) Yes  No \_\_\_ Dimensions: 43" X 120" LOCATED IN SAME LOCATION AS PROPOSED NEW SIGN  
Awning? Yes \_\_\_ No  Sq. ft. area of awning w/communication: \_\_\_\_\_

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. SEE ATTACHED PHOTO W/ SIGN OVERLAY

**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](http://www.portlandmaine.gov) stop by the Building Inspections office, room 315 City Hall or call 874-8703.

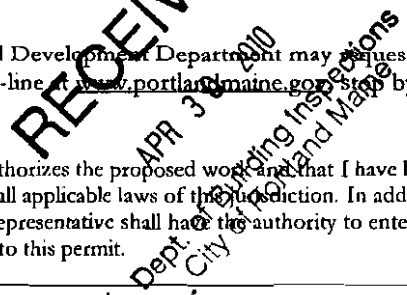
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of the jurisdiction. In addition, 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: Johnston

Date: 4/26/2010

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

B-2 multi-tenant - building sign - 1.5 x 65 = 97.5 sq ft proposed 42" x 180" = 525 sq ft





## Signage/Awning 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.

- N/A* Certificate of Liability listing the City as additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way.
- Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage. *SEE LEASE*
- A sketch plan of lot indicating location of buildings, driveways and any abutting streets or rights of way, lengths of building frontages, street frontages and all existing setbacks. Please indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building façade dimensions for any signage attached to the building.
- A sketch or photo of any proposed sign(s) indicating content, dimensions, materials, source of illumination, construction method as well as specifics of installation/attachment.
- Certificate of flammability required for awning or canopy.
- A UL# is required for lighted signs at the time of final inspection.
- Photos of existing signage *N/A*
- Details for sign fastening, attachment or mounting in the ground.

**Permit fee for signage or awning-with-signage: \$30.00 plus \$2.00 per square foot of sign.**

**Permit fee for awning-without-signage is based on cost of work:  
\$30.00 for the first \$1,000.00, \$10.00 per additional \$1,000.00 of cost.**

**Base application fee for any Historic District signage is \$65.00.**



299 FOREST AVE.

AREA "B"

A = BRADFORD RUC

C = VACANT



SIGN IN 3 PIECES

$$2 - 42 \times 84 = 49 \text{ SF}$$

$$1 - 42 \times 12 = 3\frac{1}{2} \text{ SF}$$

$$\underline{\hspace{1.5cm}} \\ 52\frac{1}{2} \text{ SF}$$

SIGN BOARD WILL BE  $\frac{1}{2}$ " MDO  
(MEDIUM DENSITY OVERLAY)

EACH LARGER PIECE WILL BE ANCHORED  
WITH 6 -  $\frac{1}{4}$ " X 2 $\frac{1}{2}$ " LAG STUDS w/ LEAD SHIELDS  
(HANGERS)

THE SMALL PIECE WILL BE ANCHORED  
WITH 2 -  $\frac{1}{4}$ " X 2 $\frac{1}{2}$ " LAG STUDS w/ LEAD SHIELDS

EXISTING LIGHTS



ABOUT 10 $\frac{1}{2}$  FEET FROM GROUND TO BOTTOM OF SIDE

**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>

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.

8. 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.

9. 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