

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

Location of Construction: XXXXXX 660 Forest Ave		Owner: L. & M Associates, Inc.		Phone:	Permit No: 980721
Owner Address: P.O. Box 1036 Saco, ME 04072		Lessee/Buyer's Name: Garden Islands of Woodford		Phone:	BusinessName:
Contractor Name: Blackbear Signworks		Address: 137 U.S. Rte 1 Scarborough, ME 04074		Phone: 883-5543	
Past Use:		Proposed Use:		COST OF WORK: \$ 6,000.00	PERMIT FEE: \$ 50.00
				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:
Proposed Project Description: Installation of one 31'6" x 3' backlit awning and one 15 x 3 backlit awning XXXXXXXXXXXX		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
Permit Taken By: VD		Date Applied For: 25 June 1998			

PERMIT ISSUED
Permit Issued:
JUL - 2 1998
CITY OF PORTLAND

Zone: **CBL:** 129-A-001
Zoning Approval:
[Signature]
Special Zone or Reviews:
 Shoreland
 Wetland
 Flood Zone
 Subdivision
 Site Plan maj minor mm

Zoning Appeal
 Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation
 Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied
Date: *[Signature]*

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..

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 provisions of the code(s) applicable to such permit

26 June 1998

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

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT 6

COMMENTS

8-6-92 Awings has all been put up

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

SIGNAGE PRE-APPLICATION

PLEASE ANSWER ALL QUESTIONS

ADDRESS: ~~160~~ 160 FOREST AVE PORTLAND, ME ZONE: B2

OWNER: LAM ASSOCIATES, INC.

APPLICANT: BLACK BEAR SIGNWORKS

ASSESSOR NO. 129-A-1

PLEASE CIRCLE APPROPRIATE ANSWER

SINGLE TENANT LOT? YES NO MULTI-TENANT LOT? YES NO

FREESTANDING SIGN? (ex. Pole Sign) YES NO DIMENSIONS _____ HEIGHT _____

MORE THAN ONE SIGN? YES NO DIMENSIONS _____ HEIGHT _____

SIGN ATTACHED TO BLDG.? YES NO DIMENSIONS _____

MORE THAN ONE SIGN? YES NO DIMENSIONS _____

AWNING: YES NO IS AWNING BACKLIT? YES NO HEIGHT OFF SIDEWALK 8'

IS THERE ANY MESSAGE, TRADEMARK OR SYMBOL ON IT? YES

LIST ALL EXISTING SIGNAGE AND THEIR DIMENSIONS: NONE 70

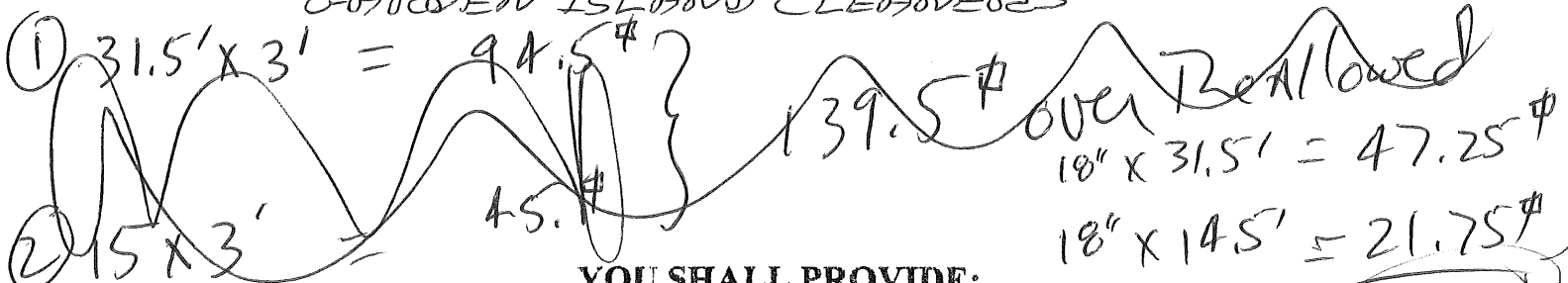
*** TENANT BLDG. FRONTAGE (IN FEET): 80' x 1.5 = 120#
*** REQUIRED INFORMATION

AREA FOR COMPUTATION

PROPOSED LETTERING ON AWNING TO READ:

LAUNDROMAT DRY CLEANING TANNING

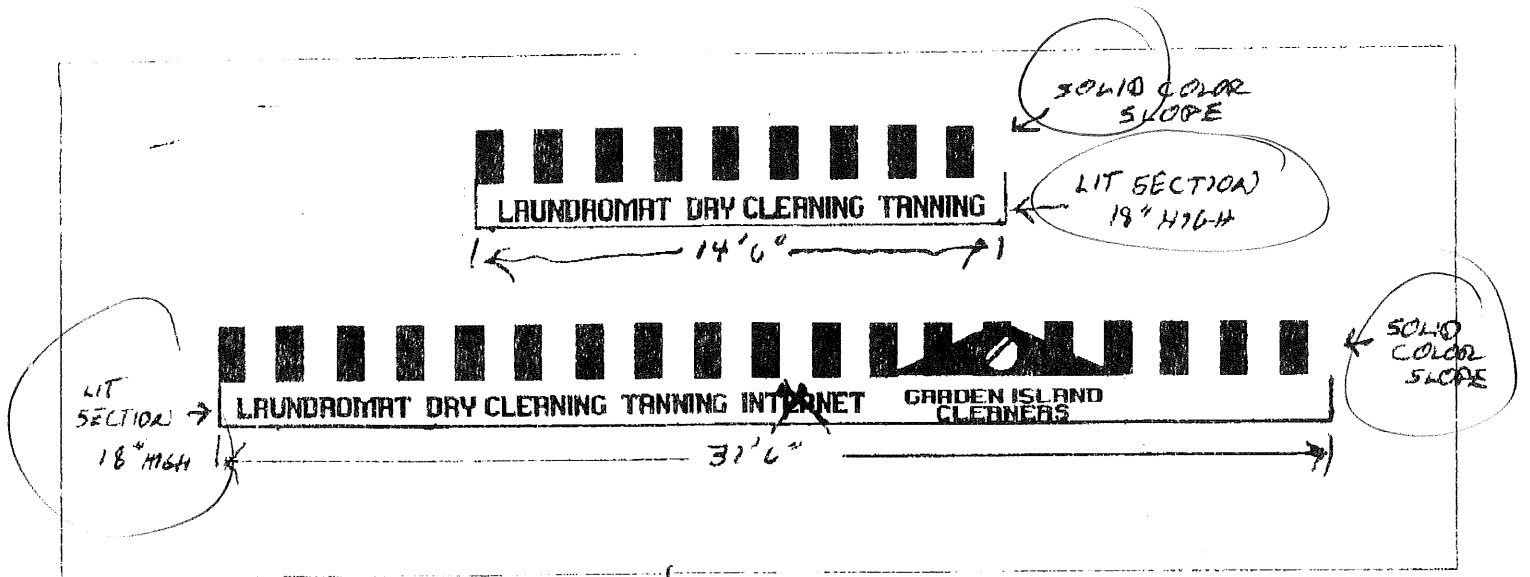
GARDEN ISLAND CLEANERS



YOU SHALL PROVIDE:

A SITE SKETCH AND BUILDING SKETCH SHOWING EXACTLY WHERE EXISTING AND NEW SIGNAGE IS LOCATED MUST BE PROVIDED. SKETCHES AND/OR PICTURES OF PROPOSED ARE ALSO REQUIRED.

SIGNATURE OF APPLICANT: Craig M. Yelverton DATE: 4/25/98
CRAIG



$$18'' \times 31.5' = 47.25 \text{ \#}$$

$$18'' \times 14.5' = 21.75 \text{ \#}$$

$$\underline{70.00 \text{ \#}}$$



PAGE 1 OF 2

ATTN: MARGE,

I HOPE THIS ANSWERS YOUR
QUESTIONS, PLEASE CALL ME
AT 854-5543 IF YOU NEED
ANYTHING FURTHER.

THANKS,

CRAIG HEBERT

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): <u>660 FOREST AVE PORTLAND</u>			
Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# <u>129</u> Block# <u>A</u> Lot# <u>1</u>		Owner: <u>LTM ASSOCIATES INC.</u>	Telephone#: <u>883-5543</u>
Owner's Address: <u>P.O. BOX 1036 SALO, ME 04072</u>		Lessee/Buyer's Name (If Applicable): <u>GARDEN ISLANDS OF WOODFORDS</u>	Cost Of Work: <u>\$6,000</u> - Fee <u>\$50</u>
Proposed Project Description: (Please be as specific as possible) <u>INSTALLATION OF ONE 31'6" X 3' BACKLIT AWNING AND ONE 15' X 3' BACKLIT AWNING.</u>			
Contractor's Name, Address & Telephone: <u>BLACK BEAR SIGNWORKS 137 US ROUTE 1 SCARBOROUGH ME 04074</u>			Rec'd By: <u>[Signature]</u>
Current Use:		Proposed Use:	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

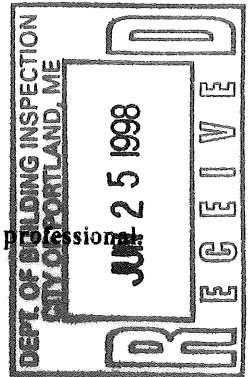
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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>[Signature]</u>	Date: <u>6/25/98</u>
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Building Permit Fee: \$25.00 for the 1st \$1000.00 cost plus \$5.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum



Taxes - OK

WOODFORDS

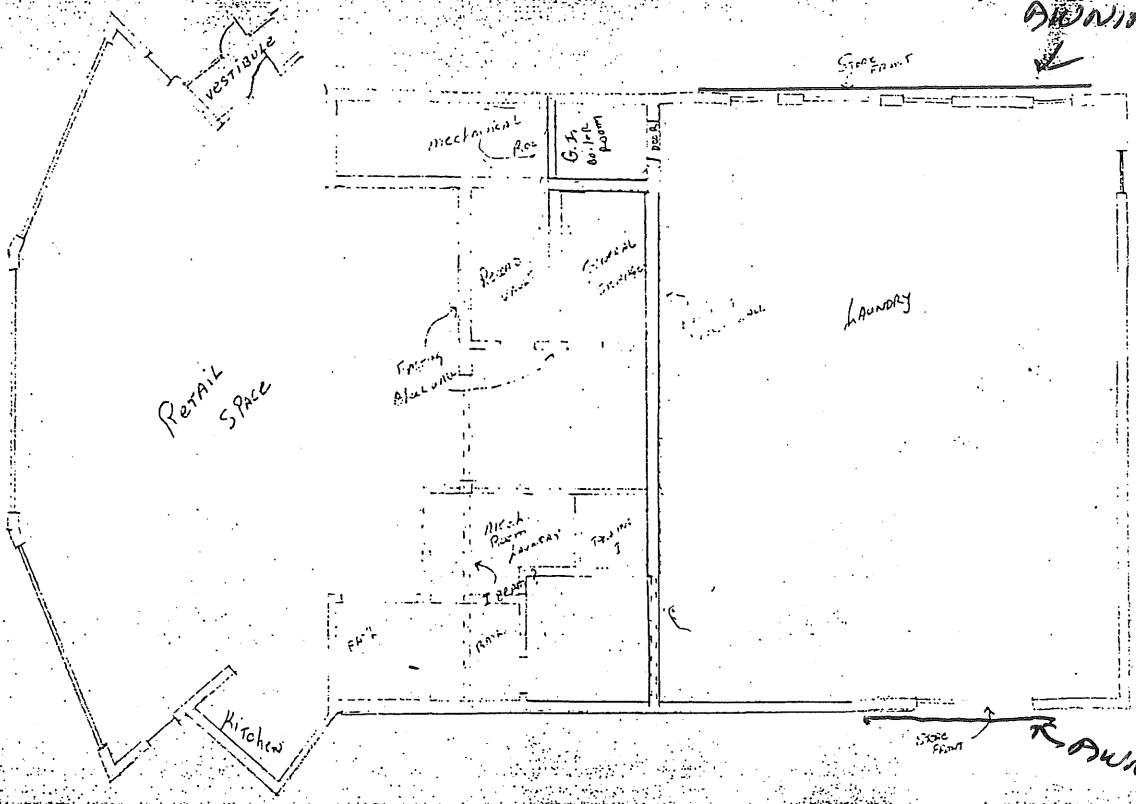
ADJOINING
↓

Building Plan
EXHIBIT B

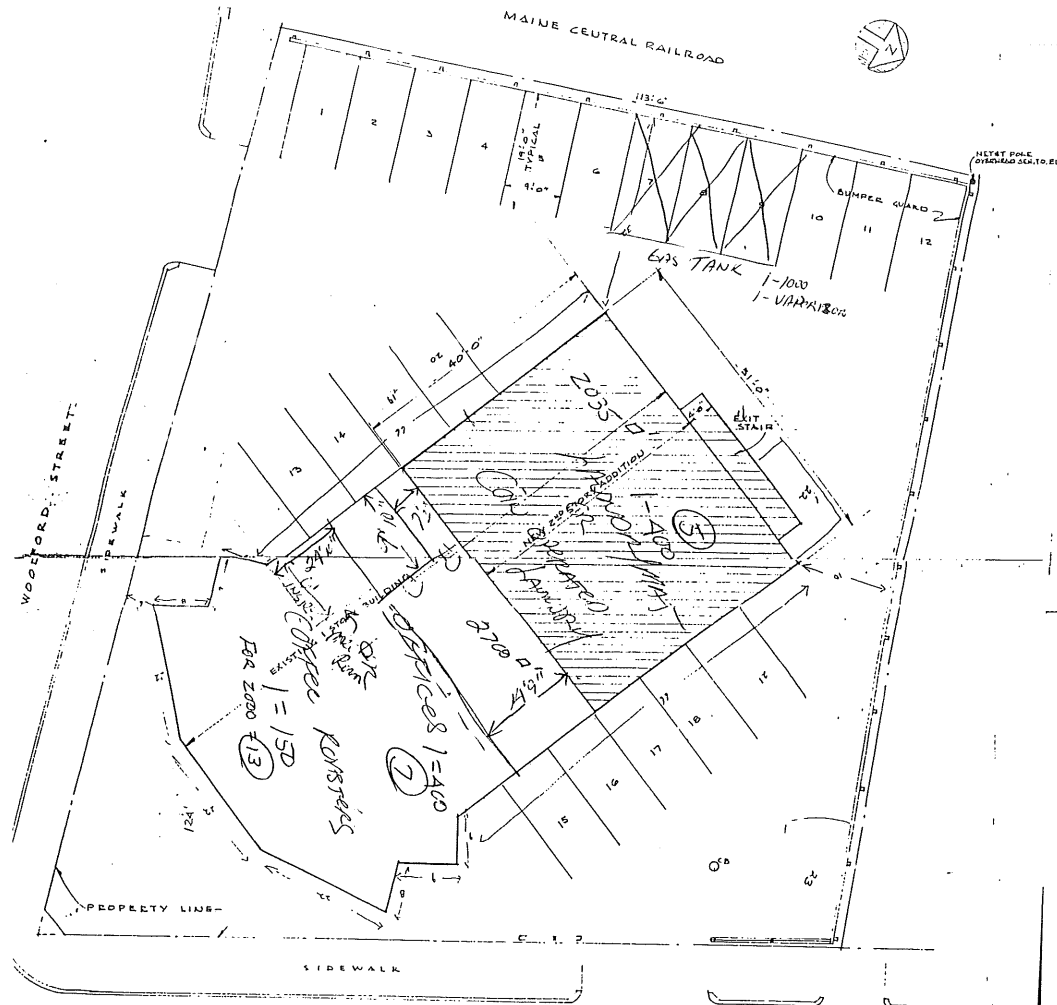
RETAIL
SPACE

RETAIL
SPACE

KITCHEN



FOREST AVE



SITE PLAN
SCALE 1" = 20'

TOTAL FLOOR AREA -

2100
200
605

PRODUCER
Morse, Payson & Noyes Insurance
P.O. Box 406
Portland ME 04112-0406

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Phone No. 207-775-6000 Fax No. 207-775-0339

INSURED
Nelson & Small, Inc.
P.O. Box 1420
Portland, ME 04104

- COMPANY A **Lumber Mutual Ins. Co.**
- COMPANY B **American National Fire Ins. Co**
- COMPANY C **MAINE EMPLOYERS MUTUAL**
- COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CCP00099530311	04/11/98	04/11/99	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP00021810311	04/11/98	04/11/99	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
B	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	UMB827664503	04/11/98	04/11/99	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	1810006178	04/01/98	04/01/99	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

BLACKBE

Black Bear Signworks
Attn: Craig Herbert
137 U.S. Route #1
Scarborough, ME 04074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LEASE

Lessor:

L&M ASSOCIATES, INC.
P.O. Box 1036
Saco Maine 04072

Lessee:

GARDEN ISLAND of WOODFORDS, INC.
P.O. Box 1420
Portland, Maine 04104

24th
TERM: April ~~16th~~, 1998 to March 31, 2003

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LEASE

THIS LEASE, made this 24 day of April, 1998, by and between L&M Associates, Inc. P.O. Box 1036, Saco in the County of Cumberland and in the State of Maine (hereinafter called "Lessor") and Garden Island of Woodfords, Inc., P.O. Box 1420, Portland in the County of Cumberland and in the State of Maine (hereinafter "Lessee"). *↑ A/K/A Garden Island of Woodfords, Inc.*

WITNESSETH:

ARTICLE 1. PREMISES. Lessor does hereby lease, demise and let unto Lessee a portion of Lessor's Building, containing 4,734 square feet, situated at 660 Forest Avenue, Portland, Maine, which are more particularly designated on the Site Plan attached hereto which is made a part hereof and marked Exhibit A. Also attached hereto and made a part hereof is a Building Plan, marked as Exhibit B. For purposes of this Lease, said Premises shall be deemed to contain 2,100 square feet of rentable area as shown on said Exhibit A and the Building of which it is a part contains 4,734 square feet.

ARTICLE 2. TERM AND RENT. The term of this Lease shall be for an initial term of **Five (5) years** commencing on the Commencement Date as hereinafter defined, and expiring on the last day of the 60th month thereafter, with three (3) five (5) year options to extend, unless this Lease is sooner terminated as set forth herein.

Lessee covenants and agrees to pay to Lessor annual base rent in accordance with the following schedule payment payable to the Lessor on the first (1st) day of each month for the term of this Lease, plus additional rent as specified in ARTICLE 3.

Whereas, Tenant shall require a reasonable period of time within which to install all fixtures necessary to its operation of the Demised Premises as a laundromat, Landlord agrees that the Tenant shall have sixty (60) days following the signing of this Lease for renovating its Premises and installing its equipment prior to the Commencement of the term and the start of its obligation to pay rent. The term shall commence sixty (60) days after the actual signing of the Lease.

IN WITNESSETH WHEREOF, the Parties have hereto executed this Lease as of the date first above written, *for themselves, their successors and assigns.*

WITNESS:

[Handwritten signature]

[Handwritten signature]

Lessor: L & M Associates, Inc.
P.O. Box 1036
Saco, Maine 04072

By: Leon Foster

[Handwritten signature]

Lessee: Garden Island of Woodfords, Inc.
P.O. Box 1420
Portland, Maine 04104-1420

By:

*A/K/A
Garden Island
of Woodfords,
Inc*

SPECIAL CONDITIONS

EXHIBIT A

Landlord to provide the following:

1. Bring 3 ph, 300 amp electrical power to Garden Island Panel.
2. Provide roof penetration and do the support work required for the HVAC System that Garden Island is supplying.
3. Will provide flooring at cost for both labor and materials.
4. Provide demising wall between the two spaces including Boiler room ~~with access as discussed.~~
5. Repair, Seal, Striping of the Parking Lot. *As Needed*
6. Scrape and paint exterior of building.
7. Dedicated Laundromat parking will be spaces 1-12 on the Site Plan
8. Handicap parking, where ever located, will be for mutual use.

[Handwritten signature]

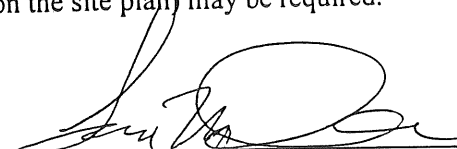
All Laundromat fit-up to be done by Lessee.
Rider attached is made part hereof.
Floor plan attached is also a part hereof.

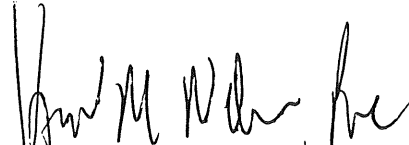
EXHIBIT B

Lease is conditional on the following requirements being met to Tenants satisfaction within 30 days:

1. Acquiring a building permit from the City of Portland based on the attached floor plan of the laundry
2. Signage: The allowable signage by the city will be divided based on the percentage of occupancy.

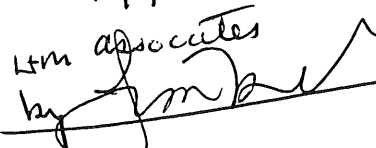
3. The proper gas supply required to operate a Laundromat. This may be obtained by a combination of Natural or L P Gas. If Natural gas becomes a problem then an alternative solution may be required, such as in ground L P gas tanks. Temporary above ground LP Gas tanks located in 3 parking spaces (parking spaces marked 10, 11, 12 on the site plan) may be required.

By: 
 Lessor: L & M Associates, Inc.

By: 
 Lessee: Garden Island of Woodfords, Inc.
 a/k/a Garden Island of Woodfords, Inc.

Event Subsequent

Landlord + Tenant agree that above ground LP gas tanks will be located above ground in spaces marked 7, 8, 9 or where determined by City - at such time as Natural Gas in adequate quantities may become available the Tenant may elect to discontinue LP above ground service and convert to natural - Tenant may also elect to put LP ^{tanks} below ground in the future if governmental authorities approve that, at Tenant's expense -

Kent M. Nelson, Pres
 Garden Island of Woodfords, Inc.
 A/k/a Garden Island of Woodfords, Inc.
 L & M Associates
 by 

This page is Supplemental Page to Lease #
 10
 Part of the lease