

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

Location of Construction: 534 Stevens Ave		Owner: Francis C. McGrath		Phone:		Permit No. 950781	
Owner Address:		Leasee/Buyer's Name: Susan Garry		Phone:		Business Name: Susan Garry	
Contractor Name:		Address:		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: JUL 31 1995 CITY OF PORTLAND </div>	
Past Use: 2-fam		Proposed Use: Same w/home occ		COST OF WORK: \$ FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature:			
Proposed Project Description: Change Use Home Occupation - Graphic Design		PEDESTRIAN ACTIVITIES DISTRICT (P.U.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied Signature:		Signature:		Zoning Approval: Zone: R-5 CBL: 135-E-001 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"/>	
Permit Taken By: Mary Gresik		Date Applied For: 24 July 1995					

1. This permit application doesn't 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..

- 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: 7/27/95

PERMIT ISSUED WITH REQUIREMENTS

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 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

SIGNATURE OF APPLICANT <i>Susan Garry</i> Susan Garry		ADDRESS:		DATE: 24 July 1995		PHONE:	
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE						PHONE:	

CEO DISTRICT 4

COMMENTS

9/6/95 - all Conditions met

Send C.O.D.

Inspection Record

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

RESIDENTIAL LEASE

135-E-001

This Lease is made this 9th day of May, 1995, by and between Francis C. McGrath and Barbara Hope McGrath ("Landlord"), and Susan Garry and Torrey Harrison ("Tenant"). As used in this Lease, the singular includes the plural at all times.

1. Premises to be Leased. Landlord agrees to lease to Tenant the premises known as and located at the following address:

534 Stevens Ave.
Portland, Maine 04103

The premises are rented unfurnished.

2. Term of Lease. This Lease shall begin at 12:01 a.m. on June 1st, 1995 and end at 12:01 a.m. on June 1st, 1996. During the term of the Lease, Tenant shall pay nine hundred ninety-five dollars (\$995.00) per month as rent to the Landlord. Rent shall be due on the first day of each month through the term of this Lease. If rent is not paid within 5 days after the first day of the month, Tenant shall be charged a late payment charge of twenty-five dollars (\$25.00). The penalty for a returned check shall also be twenty-five dollars (25.00) plus any service charges incurred by the Landlord.

3. Security Deposit. Security deposit will be in the amount of one thousand six hundred and seventy-five dollars (\$1,675.00), which will be held in an interest bearing account. The Tenant may not apply the security deposit toward any rent payment. The security deposit may be applied by the Lessor to any unpaid rent, to damages beyond normal wear and tear for which the Tenant is responsible, or for the cost of cleaning the premises, if necessary, after they have been vacated by the Tenant. The entire security deposit plus accrued interest, or any balance of the security deposit plus interest remaining after lawful deductions, shall be returned to Tenant within thirty days of the termination of this Lease, provided that Tenant has provided Landlord with a proper forwarding address. The provisions for accounting, reporting and application of this security deposit shall be in full accordance with the laws of the State of Maine.

4. Subletting. Tenant promises not to assign or transfer this Lease or any interest in this Lease, or sublet the premises or any part of the premises without the prior written consent of the Landlord. The Landlord's consent to assignment or subletting shall not waive Landlord's right to refuse subsequent assignments or subletting, nor shall it release the Tenant from liability under this Lease.

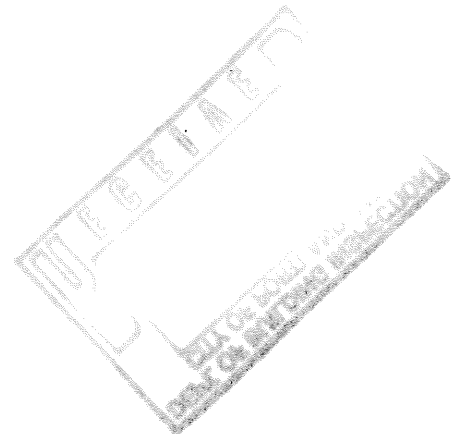
5. Liens and Encumbrances. Tenant promises not to allow any liens or encumbrances to attach to the premises.

6. Occupancy. Tenant shall be entitled to use the premises only for residential purposes and in-residence business and professional activities permitted by Portland zoning laws. The premises shall be occupied by the following persons and no others without the prior written consent of the Landlord: Susan Garry, her two children, and Torrey Harrison. Tenants shall conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of the premises.

7. Maintenance. Tenant shall maintain the premises in a safe and sanitary condition; maintain the lawns and yards and be responsible for snow removal; dispose of all garbage, rubbish and waste in a clean, safe and legal manner, the storage of garbage on the premises being strictly prohibited; keep all plumbing fixtures in the premises clean, sanitary and in good working order; use and operate all electrical fixtures and plumbing fixtures properly; promptly notify the landlord of all necessary repairs; comply with all obligations imposed upon Tenants by applicable provisions of housing, building and health codes; refrain, and forbid any other person from destroying, defacing, damaging or removing any part of the premises.

Tenant will pay all routine maintenance and repairs amounting to less than \$25, and for all maintenance and repairs resulting from damage or neglect on the part of the Tenants or their guests.

Tenant shall not make any alterations to the premises (including, but not limited to, painting, rebuilding, removing, or repairing) or change any locks on the premises without the prior written consent of Landlord.



Tenant shall not keep or store hazardous or combustible materials on the leased premises, or do anything on the premises that will increase or make voidable the Landlord's insurance on the premises.

8. Utilities. Tenant shall be responsible for all deposits and payments for the following utilities: phone, electricity, gas. During the heating season Tenant shall provide sufficient heat at all times to keep the pipes from freezing.

9. Landlord Duties. Landlord shall comply with the requirements of all building, housing and health codes as they apply to Landlord. Landlord shall pay the cost of water and sewer and all real estate taxes and assessments as due, but reserves the right to contest any such tax assessment.

10. Premises As Is. Tenant acknowledges that the premises have been inspected prior to signing this Lease and accepts the premises in its present condition, except as noted on the attached list incorporated in this Lease by reference.

11. Termination. Either party may terminate this Lease upon its expiration by giving the other party notice in writing no less than forty-five (45) days prior to the termination date of the Lease. Unless such notice is given, this Lease shall be extended on a month-to-month basis on the same terms, except that Landlord may increase the rent on the premises with forty-five (45) days' notice. Upon termination of this Lease, Tenant agrees to return the premises to the Landlord in good repair and in a clean and sanitary condition, except for ordinary wear and tear.

Tenant also agrees to deliver all keys to the Landlord within 24 hours of vacating the premises. If all keys are not returned the Tenant will be charged a pro-rated daily rate of monthly rent until they are returned. If the keys are lost or not returned the Landlord has the right to change the locks on the premises and charge the cost to the Tenant.

12. Liabilities. Tenant agrees to assume all liability and hold Landlord harmless from any and all injuries to persons or damage to property caused by Tenant or any other person on the premises with Tenant's permission. Tenant agrees to pay any costs and attorney fees incurred by Landlord in defending any lawsuit or other action brought in regard to such injuries or damage.

All personal property in the premises is at Tenant's risk only and Landlord shall not be liable for any damages to it, nor is Landlord responsible for insuring Tenant's personal property.

13. Destruction of Premises. In the event that the premises become uninhabitable due to fire or other loss, Landlord and Tenant agree that this Lease shall become void at the option of either Landlord or Tenant.

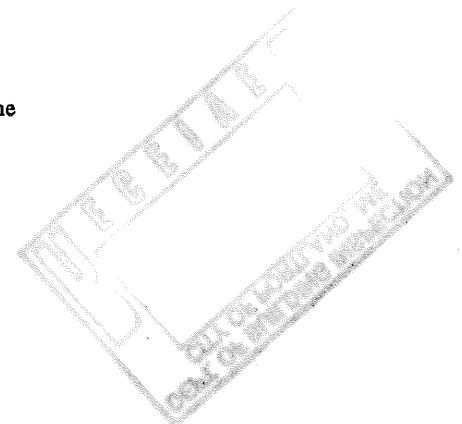
14. Default. If Tenant makes any default on this Lease, it shall be lawful for Landlord and the Landlord's representatives and agents to re-enter and repossess the premises, or evict Tenant in the manner prescribed by law. Waiver of any default by the Landlord shall not be construed as a waiver of any subsequent default. Landlord shall be entitled, as additional rent and damages, to reasonable attorney's fees in the amount of 15% if Landlord repossesses the premises or collects any sums due hereunder by or through an attorney. Landlord shall have the right to dispose of or store any property left on the premises by the Tenant.

15. Access. Tenant shall allow Landlord access to the premises for purposes of repair and inspection. Landlord shall exercise this right of access in a reasonable manner. Landlord shall give Tenant at least 24 hours notice before exercising this right of access, except in case of emergency.

16. Notice. All notices required by this Lease shall be provided in writing, mailed to the parties as follows:

IF TO LANDLORD: 144 Bowie Hill Road
Durham, ME 04222-5122

IF TO TENANT: 534 Stevens Ave.
Portland, ME 04103



17. Parties Bound. This Lease and the promises and agreements it contains shall be binding on the respective heirs, successors, representatives, agents and assigns of the parties.

18. Complete Agreement. This Lease is the complete and final agreement of Landlord and Tenant in regard to the premises described in the Lease. This Lease supersedes any oral or written agreements regarding these premises.

WARNING: THIS LEASE IS A BINDING LEGAL AGREEMENT. YOU SHOULD NOT SIGN IT UNLESS YOU UNDERSTAND IT COMPLETELY. CONSULT WITH AN ATTORNEY FOR ASSISTANCE.

Dated this 9th day of May, 1995.

LANDLORD:

Francis McGladz

Barbara Hope McGladz

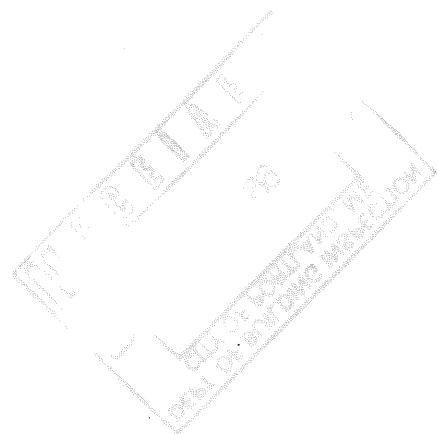
WITNESS

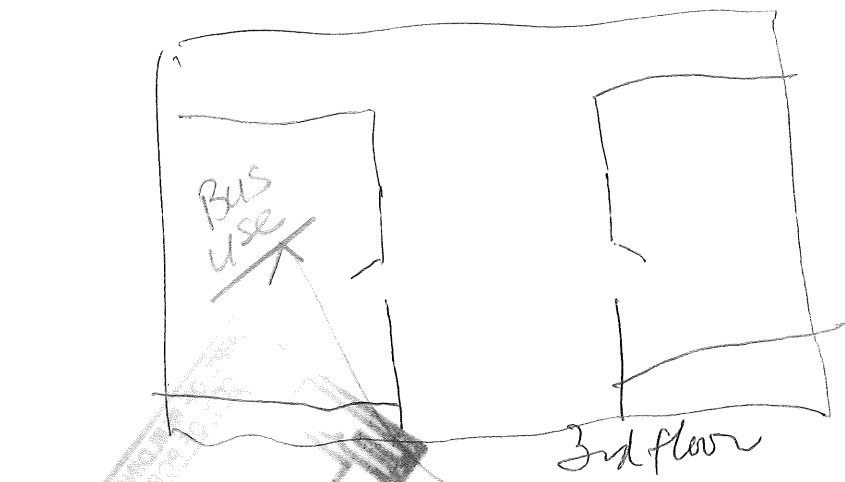
TENANTS:

Taney Harris

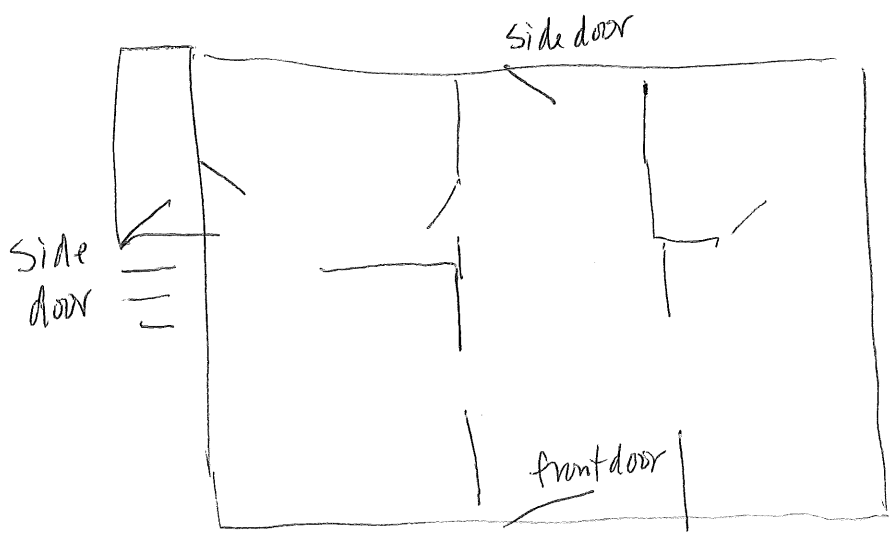
Juan Gary

WITNESS





Business area
10' x 10'



534 Stevens Ave
Portland ME 04103

Basement apartment
leased to another tenant

28 July 1995

Dear Marge,

I am writing to describe my in-home
Graphic Design business as you requested.
I am the only person who works at Susan
Gary Design. My work involves drawing
pictures of design solutions for stationery,
brochures, posters and other collateral
materials. I work by hand, not on a
computer. No clients or vendors come to
my office. Rarely, a courier picks up or
drops off a package here.

Please let me know if you need
additional information.

Sincerely yours,

Susan Gary