

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that 1053FOREST AVE LLC

Located At 1053 FOREST AVE

Job ID: 2012-03-3549-SIGN

CBL: 146- E-009-001

has permission to replace face in pylon sign

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 the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

N/A

A handwritten signature in black ink, appearing to read "A. R. M.", written over a horizontal line.

3/21/12

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD

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 Inspections 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.**

Final Inspection

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



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-03-3549-SIGN

Located At: 1053 FOREST AVE

CBL: 146- E-009-001

Conditions of Approval:

Zoning

1. The pylon sign has existed for a long time. Permit #98-1259 was issued to recondition it. The shape of the Papa John sign was changed under permit #02-0038. The sign is legally non-conforming as to square footage, 158 sf and height, 25'.

Building

1. Signage and Awning Installation to comply with Chapters 16 (Structural Loads), 31 (Materials) & 32 (ROW Height & Encroachments) of the IBC 2009 building code.

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-03-3549-SIGN	Date Applied: 3/20/2012	CBL: 146-E-009-001	
Location of Construction: 1053 FOREST AVE	Owner Name: 1053 FOREST AVE LLC	Owner Address: 200 RIVERSIDE INDUSTRIAL PKWY PORTLAND, ME 04103	Phone:
Business Name: Next Level Church	Contractor Name: Burr Signs - Randy Burr	Contractor Address: 50 Downeast Dr., Yarmouth ME 04096	Phone: (207) 846-7622
Lessee/Buyer's Name: Daniel King	Phone: 603-988-3502	Permit Type: SIGN - PERM - Signage - Permanent	Zone: B-2
Past Use: Place of Assembly (#2012-03-3502)	Proposed Use: Same - place of assembly - Next Level Church - replace face in pylon sign (4' x 12')	Cost of Work:	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> N/A	Inspection: Use Group: Type: Signature: 3/21/12
Proposed Project Description: face replacement in pylon sign		Pedestrian Activities District (P.A.D.)	

Permit Taken By:	Zoning Approval		
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>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.</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands <i>existing pylon sign</i></p> <p><input type="checkbox"/> Flood Zone <i>legally nonconforming</i></p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>OK w/condition 3/21/12 ABM</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>ABM</i></p>
	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



B-2

changeover - 2012-03-3549

Entered 3/20/12

(183)

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.

2012-03-3549 - Sign

Location/Address of Construction: <u>1053 Forest Avenue (1045)</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>146</u> Block# <u>E-009-001</u> Lot# <u></u>	Owner: <u>1053 Forest Ave LLC</u> <u>300 Fiverake Industrial Parkway</u> <u>Portland ME 04107</u>	Telephone: <u>603-988-3507</u>
Lessee/Buyer's Name (If Applicable) <u>Next Level Church</u>	Contractor name, address & telephone: <u>Burr Signs</u> <u>50 Downeast Dr</u> <u>Yarmouth, ME 04096</u> <u>207-846-7622</u>	Total s.f. of signage x \$2.00 <u>\$664</u> Per s.f. plus \$30.00 For H.D. signage \$75.00 Fee: \$ <u> </u> Awning Fee = cost of work <u> </u> Total Fee: \$ <u>142.00</u>
Who should we contact when the permit is ready: <u>Call</u> → <u>Daniel King</u> phone: <u>603-988-3507</u>		
Tenant/allocated building space frontage (feet): Length: <u>61'</u> Height: <u>17'</u> (Bell St)		
Lot Frontage (feet) <u>107'</u> Bell St <u>53' Forest Ave</u> Single Tenant or Multi Tenant Lot <u>Multi</u>		
Current Specific use: <u>Church Assembly</u>		<u>112.00</u>
If vacant, what was prior use: <u> </u>		<u>30.00</u>
Proposed Use: <u> </u>		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions proposed: <u> </u> Height from ground: <u> </u> Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input type="checkbox"/> Dimensions proposed: <u> </u>		
Proposed awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is awning backlit? Yes <input type="checkbox"/> No <input type="checkbox"/> Height of awning: <u> </u> Length of awning: <u> </u> Depth: <u> </u> Is there any communication, message, trademark or symbol on it? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, total s.f. of panels w/communications, message, trademark or symbol: <u> </u> s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions: <u>12' (per Party Burn) 4' x 4' - top panel face size</u> Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions: <u> </u> Awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Sq. ft. area of awning w/communication: <u> </u>		
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.		

RECEIVED
MAR 20 2012
Dept. of Building Inspections
City of Portland Maine

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, 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.

Signature of applicant: [Signature] Date: 3/17/12

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

Revised 10/19/09
B-2 multi-unit - property 1-2.5 acres.
area 100 ft x 100 ft
max ht - 18' - permit 98-1259 - height 25'

4x12 = 48
4x10 = 40
3x10 = 30
1x9 = 9
permit 98-1259-1580

RECEIVED

MAR 21 2012

Dept. of Building Inspections
City of Portland Maine

1053
Forest Ave.

GINZA TOWN
★ JAPANESE CUISINE ★
SUSHI BAR EAT IN OR TAKE OUT

PIZZA
PAPA JOHN'S

 **reVision
heat**
"Your partner on the road off oil"

**EVERGREEN
HEAT**
WOOD/PELLET
BOILERS

PIZZA
PAPA JOHN'S
Better Ingredients
Better Pizza.
878-9100
We Deliver!

 **Sushi**





4'



14' 12"

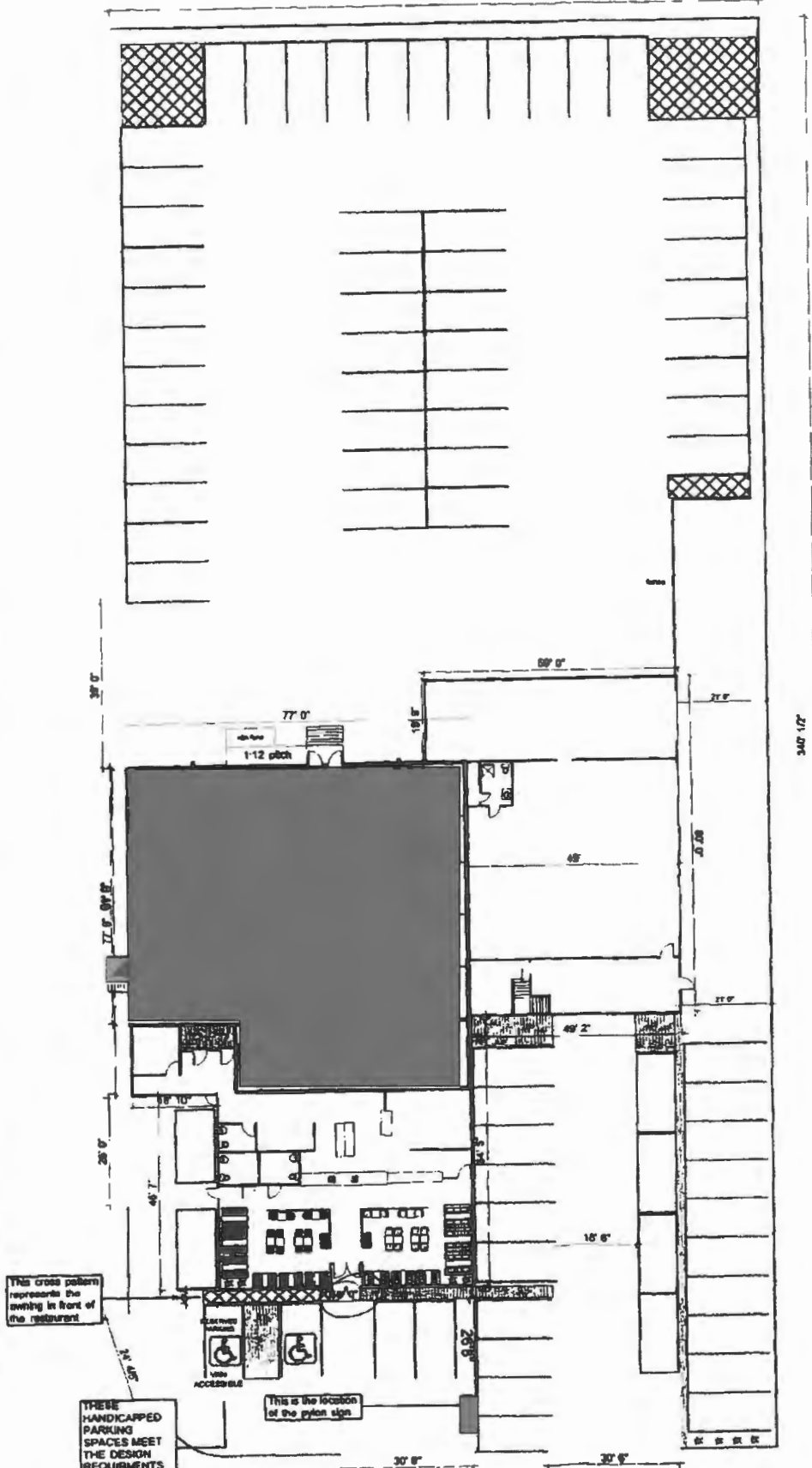
Box

150' 1/2"

- Our portion of building
- Existing pylon sign

*note parking spaces are 9' X 18' in the rear and side. 9' X 18' in the front of the building

Bell Street



This cross pattern represents the existing parking in front of the restaurant

THESE HANDICAPPED PARKING SPACES MEET THE DESIGN REQUIREMENTS REQUIRED (SEE ATTACHED)

This is the location of the pylon sign

PLOT PLAN FOR 1053 FOREST AVE.

58' 0" frontage

Forest Avenue

COMMERCIAL LEASE (NET LEASE)

1. **PARTIES** 1053 Forest Avenue, LLC, a Maine limited liability company with a mailing address of 200 Riverside Industrial Parkway, Portland, Maine 04103 ("LANDLORD"), hereby leases to Next Level Church, a New Hampshire corporation with a mailing address of 1053 Forest Avenue, Portland, Maine 04103 ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises.
2. **LEASED PREMISES** The leased premises are deemed to contain 5,558 square feet, and are depicted on the attached **Exhibit A** (the former Fournier's Martial Arts Center space). The leased premises are located at 1053 Forest Avenue, Portland, Maine together with the right to use in common with others for vehicle parking only those parking spaces marked on **Exhibit A** attached hereto. LANDLORD shall deliver the lease premises to TENANT in its "AS IS" condition.
3. **TERM** Unless sooner terminated as herein provided, the initial term of this lease shall be five (5) years and three (3) months, commencing on the date of full execution of this Lease and expiring sixty-three (63) months thereafter.
4. **RENT** TENANT shall pay to LANDLORD the following base rent during the term of this Lease, such base rent commencing ninety (90) days from the date of full execution of this Lease (i.e., the first 90 days of base rent shall be abated, however tenant shall pay operating expenses, real estate taxes, and utilities during this period as described below):

<u>Lease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$25,011.00	\$2,084.25
2	\$27,790.00	\$2,315.83
3	\$29,179.50	\$2,431.63
4	\$30,569.00	\$2,547.42
5	\$31,958.50	\$2,663.20

payable in advance on the first day of each month without any deduction or set off whatsoever, 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 at the address in Article 1 of this Lease. If TENANT does not pay base rents, additional rents, or other fees and charges when due pursuant to the term 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 five percent (5%) of the amount due LANDLORD each month in addition to the rent then due.

5. **EXTENSION TERM** So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to extend this lease for one (1) consecutive extension term of five (5) years duration. In order to exercise TENANT'S options, TENANT shall notify LANDLORD in writing of its intention to exercise such option on or before six (6) months prior to the end of the initial term, said extension to be upon the same terms and conditions set forth in this Lease except for base rent which shall be at then market rates as determined by LANDLORD, but in no event shall base rent for the extension term be less than the base rent for lease year five. In the event that TENANT fails to perform its obligations under this Article, time being of the essence, the option shall be deemed not to have been exercised.
6. **SECURITY DEPOSIT** Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of \$2,084.25, which shall be held as security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.
7. **ADDITIONAL RENT** Commencing on the term commencement date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph C of this Article, Forty-Three Percent (43.0%) of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends.
 - A. **TAXES**
 - B. **OPERATING EXPENSES** Commencing on the term commencement date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph C of this Article, Forty-Three Percent (43.0%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building") Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building and leased premises; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well-maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees provided, however, that annual property management fees payable by TENANT shall not exceed six percent (6.0%) of the then-current annual base rent; and (vii) all other reasonable and customary costs relating directly to the ~~ownership~~ operation, maintenance and management of the building by LANDLORD excluding administrative expenses for maintaining LANDLORD as an entity. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.
 - C. **ESTIMATED PAYMENTS** During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses (as described in subparagraphs A and B above) for the then-current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one

all costs therefor.

12. ALTERATIONS-
ADDITIONS

TENANT shall not make any alterations, modifications, or additions in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like in the leased premises or on the building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD, such consent not to be unreasonably withheld. All work to the leased premises performed by TENANT shall be performed in a good and workmanlike manner and in compliance with all applicable laws, regulations, ordinances and codes. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

During the term of this Lease, TENANT shall have the right to install a sign identifying TENANT'S business on the building. Any sign that TENANT desires to install on the building must first be approved by LANDLORD in writing as to design, materials and location. Such approval shall not be unreasonably withheld or delayed. All of TENANT'S signs shall be designed and installed at TENANT'S sole cost and in compliance with applicable law and shall be professional and tasteful in appearance, message and materials and congruent with any standards in use at the Lease Premises.

13. ASSIGNMENT-
SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased 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.

14. 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 TENANT agrees to attorn to and recognize any holder of such mortgage or instrument or any purchaser of the Leased Premises as LANDLORD for the balance of the lease term, the foregoing agreement being self-operating. TENANT shall, when requested, at any time and from time to time within five (5) business days of written request of LANDLORD or any mortgagee execute and deliver such written instruments in form satisfactory to LANDLORD and/or such mortgagee 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, and such agreement may if required by the mortgagee or purchaser contain the agreement not to pre-pay rent more than 30 days in advance, to provide the mortgagee or purchaser with notice of and reasonable opportunity to cure any defaults by LANDLORD, and not to amend, modify or cancel this Lease without the mortgagee's or purchaser's written consent, and agreeing to recognize such mortgagee or purchaser as having the rights of LANDLORD and to attorn to and recognize said holder or other person if requested. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the Leased Premises.

15. LANDLORD'S
ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease with reasonable advance notice to TENANT, 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 after expiration of the applicable cure period in this Lease any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants and to affix to any suitable part of the leased premises a notice for letting the leased premises during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for 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.

16. INDEMNIFICATION
AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct 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 contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions 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 TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others. With respect to this indemnity only and not intending to provide any third-party beneficiary rights hereto, Tenant hereby waives the benefit of, and agrees not to assert as a defense, any immunity provided to Tenant under workers' compensation laws and regulations.

17. TENANT'S
LIABILITY
INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as an additional insured, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge, and (iii) maintain at least the amount of workman's compensation insurance as required by law. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to LANDLORD.

18. FIRE CASUALTY-
EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND
BANKRUPTCY

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified within five (5) days of when due; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant; TENANT also shall reimburse LANDLORD for attorneys' and paralegals' fees incurred by LANDLORD in enforcing this Lease or in connection with TENANT'S breach of this lease, including without limitation any attorneys' and paralegals' fees incurred in connection with a bankruptcy proceeding.

In addition to and not in derogation of any and all remedies of LANDLORD hereunder or at law or in equity, if TENANT shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable cure periods, LANDLORD may, at its sole option, without waiving any claim for damages or for breach of this Lease or any of LANDLORD'S other remedies hereunder, at any time thereafter, cure such default for the account of TENANT, and TENANT agrees to reimburse LANDLORD for any amount paid by LANDLORD in so doing (including without limit reasonable attorneys' fees) as additional rent and save LANDLORD harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor.

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing, with a copy to Tom S. Hanson, Esq., Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, P.O. Box 9729, Portland, Maine 04104-5029.

21. SURRENDER TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
22. HAZARDOUS MATERIALS TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local. TENANT shall indemnify and hold LANDLORD harmless from any and all claims, losses, damages, fines, penalties, demands, causes of action, judgments, costs and expenses, including without limitation attorneys' fees, incurred by LANDLORD arising from or in connection with TENANT'S breach of this paragraph. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.
23. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD and LANDLORD'S managers, members or officer shall not be personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for punitive, indirect or consequential damages.
24. LANDLORD DEFAULT LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
25. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.
26. SUCCESSORS AND ASSIGNS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
27. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover 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.
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 and 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 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 Daniel Greenstein of CB Richard Ellis/The Boulos Company and Karen Twohig of Commercial Properties, Inc. (together, "Broker"). In the event of any brokerage claims against LANDLORD by persons contacted by TENANT other than Broker, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. Landlord shall pay Broker commissions pursuant to separate agreement with CB Richard Ellis/The Boulos Company.

30. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT, FOR ITSELF AND ITS SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TENANT MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUSTICE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

31. ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of LANDLORD or any mortgagee, TENANT within ten (10) days of the date of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a form satisfactory to LANDLORD and/or such mortgagee, a written statement: (i) ratifying this lease; (ii) confirming the commencement and expiration dates of the term of this lease; (iii) certifying that TENANT is in occupancy of the leased premises, and that the lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this lease to be satisfied or performed by LANDLORD have been satisfied and performed except as shall be stated; (v) certifying that LANDLORD is not in default under this lease and there are no defenses or offsets against the enforcement of this lease by LANDLORD, or stating the defaults and/or defenses claimed by TENANT; (vi) reciting the amount of advance rent, if any, paid by TENANT and the date to which such rent has been paid, and agreeing not to prepay rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with LANDLORD, if any; and (viii) any other information which LANDLORD or the mortgagee shall reasonably require. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee a statement in accordance with the provisions of this Paragraph within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an Event of Default.

32. TENANT'S WORK

LANDLORD consents to the fit-up work to be performed by TENANT ~~and as~~ depicted on the floor plan attached to this Lease as Exhibit B and the specifications attached to this Lease as Exhibit C (together, "TENANT'S Work"); provided, however, that prior to commencing TENANT'S Work, TENANT shall obtain LANDLORD'S written approval of the construction estimates by trade for TENANT'S Work, such approval not to be unreasonably withheld. TENANT shall perform TENANT'S Work at TENANT'S sole cost (except as provided below in this Article) in a good and workmanlike manner, using only high-quality new materials, in compliance with all applicable laws, regulations, ordinances and codes, and using licensed contractors where licensing is required by law. LANDLORD agrees to ~~advance to pay directly to~~ advance to pay directly to TENANT'S vendors for TENANT'S Work up to Fifty Thousand Dollars (\$50,000.00) to pay for portion of the cost of TENANT'S Work, on the following terms and conditions: provided that TENANT is not then in breach of this Lease, LANDLORD will pay to the invoicing party invoices submitted to LANDLORD for the actual and verifiable cost of labor or materials performed or incorporated into TENANT'S Work (in the aggregate, along with all prior disbursements, up to \$50,000.00) within ~~fourteen (14)~~ ten (10) days of submission to LANDLORD of such invoices along with mechanics' lien waivers from all contractors through the period of the last invoice. TENANT shall reimburse LANDLORD for all advances made by LANDLORD pursuant to this Article, in monthly installments of additional rent due on the first of each month along with base rent, with interest at six percent (6.0%) per annum, over the initial term of this Lease (if the full \$50,000.00 is advanced by LANDLORD, TENANT shall make monthly installment payments of \$966.64 over the initial term of this Lease).

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on the dates set forth below.

TENANT: NEXT LEVEL CHURCH

LANDLORD: 1053 FOREST AVENUE, LLC

By: _____
Daniel King
Its duly authorized Pastor

By: _____
John LeFevre
Its duly authorized Manager

Dated: _____, 2012

Dated: _____, 2012

WAIVER

SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TENANT MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUSTICE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

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IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on the dates set forth below.

TENANT: NEXT LEVEL CHURCH

LANDLORD: 1053 FOREST AVENUE, LLC

By: Daniel King, Executive Pastor
Daniel King
Its duly authorized Pastor

By: Cindy Wilson
Cindy Wilson
Its duly authorized Manager

Dated: 3/6, 2012

Dated: 3/8, 2012

CERTIFICATE OF INSURANCE

RECEIVED

MAR 20 2012

Dept. of Building Inspection
City of Portland Main

is certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder Next Level Church

Address of policyholder 1053 Forest Avenue, Portland, Maine

Location of operations same

Description of operations Church Policy

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
99-BV-9103-0	Comprehensive Business Liability	11/22/11	11/22/12	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> BUSINESS PROPERTY, \$40,600 <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:
 City of Portland
 FAX: 207-874-8716
 Attn: Inspection Division - Anne

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder

days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

[Signature]
 Signature of Authorized Representative
 AGENT
 Title
 Date 3/20/12

Agent's Code Stamp

AFO Code



JOHN N. GRILLO
 State Farm Insurance
 94 Auburn Street
 Portland, ME 04103
 (207) 797-7004



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Receipts Details:

Tender Information: Check , Check Number: 184134
Tender Amount: 142.00

Receipt Header:

Cashier Id: bsaucier
Receipt Date: 3/20/2012
Receipt Number: 41970

Receipt Details:

Referance ID:	5711	Fee Type:	BP-Signs
Receipt Number:	0	Payment Date:	
Transaction Amount:	142.00	Charge Amount:	142.00
Job ID: Job ID: 2012-03-3549-SIGN - Signage for Next Level Church			
Additional Comments: 1053 Forest (Sign)			

Thank You for your Payment!

#98-1259

SIGNAGE PRE-APPLICATION

PLEASE ANSWER ALL QUESTIONS

ADDRESS: 1053 FOREST AVE ZONE: _____

OWNER: JOHN LEFEVER

APPLICANT: TODD PEARSON / BLACK BEAR SIGNWORKS

ASSESSOR NO. 146-E-009

SINGLE TENANT LOT? YES _____ NO _____

MULTI TENANT LOT? YES NO _____

FREESTANDING SIGN? YES NO _____ DIMENSIONS 10' w x 25' h

(ex. pole sign. . .)

MORE THAN ONE SIGN? YES NO _____ DIMENSIONS _____

BLDG. WALL SIGN? YES _____ NO _____ DIMENSIONS _____

(attached to bldg)

MORE THAN ONE SIGN? YES _____ NO DIMENSIONS _____

LIST ALL EXISTING SIGNAGE AND THEIR DIMENSIONS: 12' x 4' TOP CABINET

4' x 10' CABINET NEXT TO TOP 3' x 10' CABINET IN MIDDLE

4' x 10' CABINET ON BOTTOM, THIS IS A MULTI CABINET PYLON (EXISTING)

LOT FRONTAGE (FEET): _____

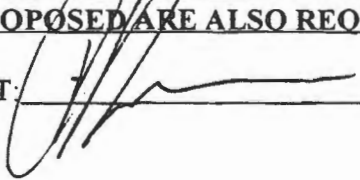
BLDG FRONTAGE (FEET): _____

AWNING YES _____ NO _____ IS AWNING BACKLIT? YES _____ NO _____

HEIGHT OF AWNING: _____

IS THERE ANY COMMUNICATION, MESSAGE, TRADEMARK OR SYMBOL ON IT? _____

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:  DATE: _____

98-1259

Form Systems

4' x 8' - 32

Blimpie
SUBS & SALADS

4' x 10' 40

Chowderhead's

3' x 10' 30

Edy's

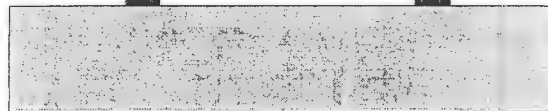
4' x 10' 40

SAF 142.0

25'

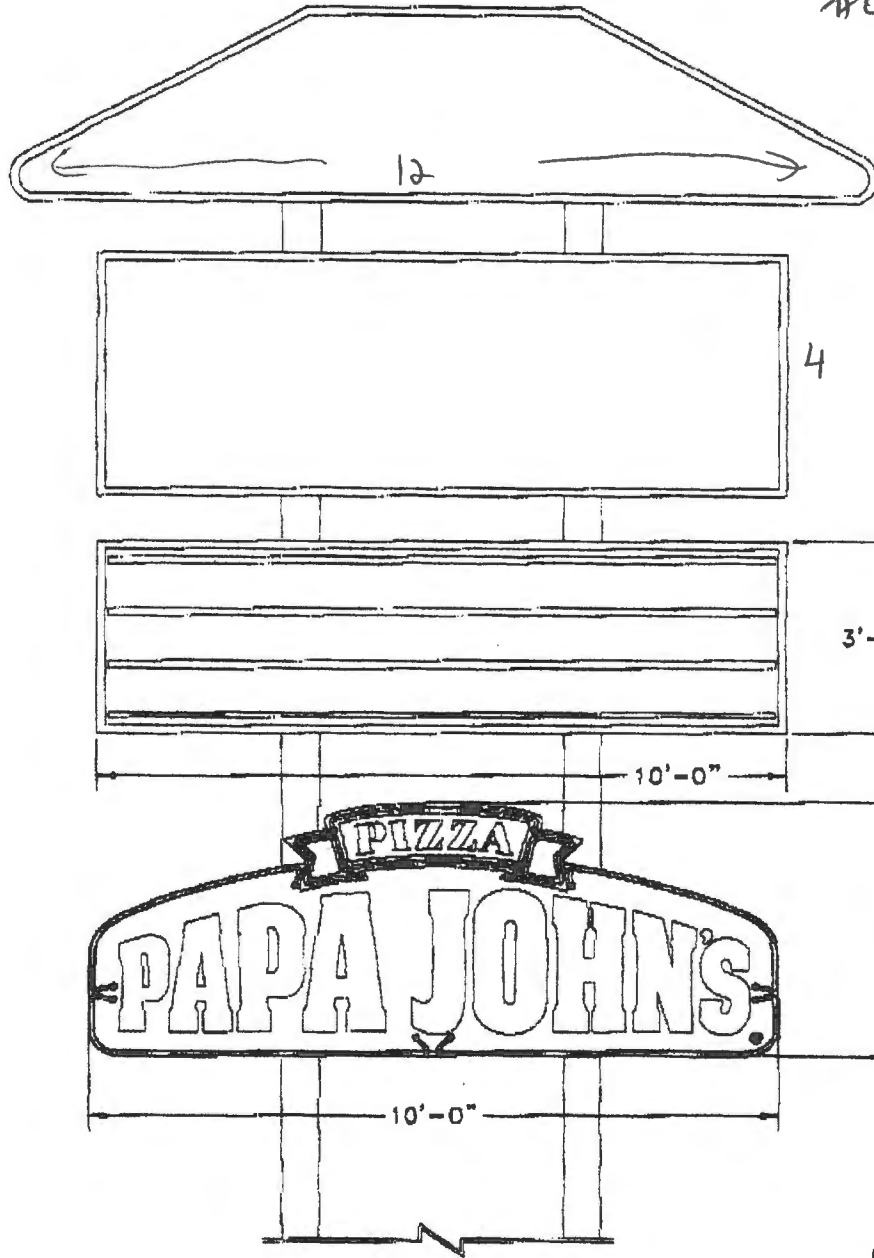
EXISTING Pylon

@ 1053 FOREST AVE.



↑
4
↓


#02-0038



Reverse
positions

option # 2

SCALE: 3/8" = 1'-0"

 Distributed by Sign Up Company P.O. BOX 210 700 21st Southwest Watertown, SD 57201 (605) 882-2244	TITLE PYLON ELEVATION	DRWG. NO. P159-01/218	SHEET 3	OF 3
	SIZE AS SHOWN	DRAWN BY: RMG	DATE 10/31/01	APPR. BY: LB
CUSTOMER PAPA JOHN'S	LOCATION PORTLAND, ME	REVISIONS		DATE BY
DATE OF APPROVAL		A1	SS: COPY TRACK W/ SIGN FACE	11/12/01 GRS
		A2	SS: 4' X 10' SIGN WAS CABINET	11/12/01 GRS

TOTAL P.06