DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT



This is to certify that JB BROWN & SONS

Located At 40 QUARRY RD

Job ID: 2011-08-1963-CH OF USE

CBL: 150- A-003-001

has permission to Fit up 30,000 SF of building w/ self storage units including new rated walls/ceiling for the exit enclosure provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues 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

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



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development Building Inspections Division

Location: 40 QUARRY RD

Issued to: BROWN, J B

CBL: 150- A-003-001

Date Issued: 6/12/2012

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2011-08-1963-CH OF USE, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

1st FLOOR "NEW STORAGE SPACE" AS SHOWN ON APPROVED PLANS

APPROVED OCCUPANCY

USE GROUP S-1 TYPE 2-B IBC 2009

Limiting Conditions: This Temporary Certificate of Occupancy expires on, July 12 2012, pending Fire department and Electrical Inspector approvals.

Approved:

6-12-2012 (Date)

Inspector

Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

Signature:

need to purky spaces.

General Building Permit Application

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

Total Square Footage of Proposed Structure/		of Lot	
30,000 sf Fax Assessor's Chart, Block & Lot	7 acres	n +	T-1 -1
Chart# 150 Block# A Lot# 3	Applicant *must be owner, Le	ssee or Buyer	Telephone:
Charter 150 Blocker A Loter 3	Name Read St.,LLC		(207)772-2177
	Address 11 Bartlett Ro		
	City, State & Zip Gorham,	ME 0/029	
essee/DBA (If Applicable)	Owner (if different from App.	licant) L.c	lost Of
second, 2211 (111-pp2-cond)		W	ork: \$ \$158,000.00
READ ST., LLC	Name J.B. Brown & Sor	10	
	Address PO Box 207 041	12 C	of O Fee: \$ 75
	City, State & Zip Portlan	d MF	otal Fee: \$
	, rollia.	id, HE	tal Fee: \$
Current legal use (i.e. single family) War	cehouse - Industrial		11 00
Current legal use (i.e. single family) f vacant, what was the previous use? Proposed Specific use: Warehouse	11		1600
Proposed Specific use: Warehouse -	- Storage	4104.4.4.11	75
s property part of a subdivision?No	If yes, please name		
Project description: Installation of	Ok s.f. of self-storag	e units. Con	nnect new space
at Quarry Rd. with existing stor	age facility at 217 Re	ad St. Const	truct 2x6 lbr rate
11	-0 , , 110	aa bee oone.	Place Lite Int lace
vall partitions along approx. 14	O ft. of loading dock	and around a	new 17'x 30'
vall partitions along approx. 14 steel and concrete car dock. Ple			
	ase see plans for deta	ils. Ils.	or above in or
steel and concrete car dock. Ple	ase see plans for deta es Corporation	ils. Dei	or above in or
steel and concrete car dock. Ple Contractor's name: <u>Mainland Structur</u>	ase see plans for deta es Corporation	ils. Ils.	ng done in or Sertisting 8
Steel and concrete car dock. Ple Contractor's name: <u>Mainland Structur</u> Address: <u>lla Bartlett Rd.</u>	ase see plans for deta	ils. 90	propose à mai en done mai en le la
City, State & Zip Gorham, ME 04038	ase see plans for deta es Corporation dy: Eric Johnson	Teleph	propose à mai en done mai en le la
Steel and concrete car dock. Ple Contractor's name: Mainland Structur Address: 11a Bartlett Rd. City, State & Zip Gorham, ME 04038 Who should we contact when the permit is rea Mailing address: 11a Bartlett Rd. Go	ase see plans for deta es Corporation dy: Eric Johnson rham, ME 04038	Teleph	hone: (207) 625-1223
Contractor's name: Mainland Structure Address: 11a Bartlett Rd. City, State & Zip Gorham, ME 04038 Who should we contact when the permit is real Mailing address: 11a Bartlett Rd. Go Please submit all of the information	dy: Eric Johnson wham, ME 04038 outlined on the applicab	Teleph	hone: (207) 625-1223
Contractor's name: Mainland Structure Address: 11a Bartlett Rd. City, State & Zip Gorham, ME 04038 Who should we contact when the permit is real Mailing address: 11a Bartlett Rd. Go Please submit all of the information	ase see plans for deta es Corporation dy: Eric Johnson rham, ME 04038	Teleph	hone: (207) 625-1223
Contractor's name: Mainland Structure Address: 11a Bartlett Rd. City, State & Zip Gorham, ME 04038 Who should we contact when the permit is real Mailing address: 11a Bartlett Rd. Go Please submit all of the information do so will result in the	dy: Eric Johnson Tham, ME 04038 Outlined on the applicable automatic denial of your	Telephone Teleph	hone: (207) 856-1818 respectively 856-1818 respectively 856-1818 respectively 856-1223
Contractor's name:Mainland Structure Address:	dy: Eric Johnson Tham, ME 04038 Outlined on the applicable automatic denial of your	Teleph Teleph Ie Checklist. r permit.	hone: (207) 856-1818 Failure to
Contractor's name: Mainland Structure Address: 11a Bartlett Rd. City, State & Zip Gorham, ME 04038 Who should we contact when the permit is real Mailing address: 11a Bartlett Rd. Go Please submit all of the information do so will result in the	dy: Eric Johnson Tham, ME 04038 Outlined on the applicable automatic denial of your full scope of the project, the Plasuance of a permit. For further i	Teleph Teleph Ie Checklist. r permit.	hone: (207) 856–1818 hone: (207) 625–1223 Failure to opment Department download copies of
Contractor's name:Mainland Structure Address: la Bartlett Rd. City, State & Zip Gorham, ME 04038 Who should we contact when the permit is real Mailing address: la Bartlett Rd. Go Please submit all of the information do so will result in the order to be sure the City fully understands the request additional information prior to the is	dy: Eric Johnson Tham, ME 04038 Outlined on the applicable automatic denial of your full scope of the project, the Plasuance of a permit. For further i	Teleph Teleph Ie Checklist. r permit.	hone: (207) 856–1818 hone: (207) 625–1223 Failure to opment Department download copies of
Contractor's name:Mainland Structure Address:	dy: Eric Johnson Tham, ME 04038 Outlined on the applicable automatic denial of your full scope of the project, the Pla suance of a permit. For further it ons Division on-line at www.portla.	Teleph Teleph Ie Checklist. r permit. nning and Develonformation or to	hone: (207) 856–1818 hone: (207) 625–1223 Failure to opment Department download copies of op by the Inspections
City, State & Zip Gorham, ME 04038 Who should we contact when the permit is readailing address: 11a Bartlett Rd. Go Please submit all of the information do so will result in the order to be sure the City fully understands the form and other applications visit the Inspectition of fice, room 315 City Hall or call 874-8703.	dy: Eric Johnson Tham, ME 04038 Outlined on the applicable automatic denial of your full scope of the project, the Pla suance of a permit. For further it ons Division on-line at www.portlanamed property, or that the owner of application as his/her authorized agents.	Teleph Teleph Ile Checklist. In permit. Inning and Develor of the condition or to ndmaine.gov, or store frecord authorize gent. I agree to condition to the condition of the co	hone: (207) 856–1818 hone: (207) 625–1223 Failure to opment Department download copies of op by the Inspections s the proposed work and inform to all applicable

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

Date:

- Panel to block & to existing vacant space

waterupe

earling

Egness

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

Job No: 2011-08-1963-CH OF USE	Date Applied: 8/11/2011		CBL: 150 A - 003 - 00	1		
Location of Construction: 40 QUARRY RD	Owner Name: JB BROWN & SONS		Owner Address: PO BOX 207 PORTLAND, ME			Phone:
Business Name:	Contractor Name: Eric Johnson, Maainland Construction, Corp.	1	Contractor Addr	ess: GORHAM ME 04038		Phone: (207) 856-1818
Lessee/Buyer's Name: Read St., LLC	Phone:		Permit Type: Building – Cha	nge of use		Zone: C-50
Past Use: Warehouse			Cost of Work: 158000.00			CEO District:
	30,000 sf of the build storage units		Fire Dept:	J Approved (%)	conditions 58	Inspection: Use Group: 5 1 Type: 2 B TGC - 2009 Signature: B
Proposed Project Description C of U Warehouse to Self Storage			Pedestrian Activ	ities District (P.A.D.)		10/17/11
Permit Taken By:				Zoning Approva	I	
 This permit application Applicant(s) from meeting Federal Rules. Building Permits do not septic or electrial work. Building permits are voice within six (6) months of False informatin may impermit and stop all work. 	include plumbing, id if work is not started the date of issuance. validate a building	Shoreland Section Subdivises Site Plane Maj Date: 016	some sion Min _ MM w 1 corpletor	Zoning Appeal Variance Miscellaneous Conditional Use Interpretation Approved Denied Date:	Not in Dia Does not Requires Approved	
ereby certify that I am the owner of e owner to make this application as he e application is issued, I certify that the enforce the provision of the code(s)	nis authorized agent and I agree the code official's authorized re	to conform to	all applicable laws of t	his jurisdiction. In addition	n, if a permit for wo	rk described in
GNATURE OF APPLICAN		DDRESS	, *** (1 K ***)	DATE	17.5	PHONE

1-23-12 DWM Pete(Eric 625-1223) slab stee) OK 6-5-12 Dwm/BKL/Dbm Mardell ortc. All Sul Elect OK w TCO

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.

Close In Elec/Plmb/Frame prior to insulate or gyp

2. Final Inspection/Certificate of Occupancy

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 OCCUOPIED.

PORTLAND MAINE

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

Director of Planning and Urban Development Penny St. Louis

Job ID: 2011-08-1963-CH OF USE

Located At: 40 QUARRY RD

CBL: 150- A-003-001

Conditions of Approval:

Zoning:

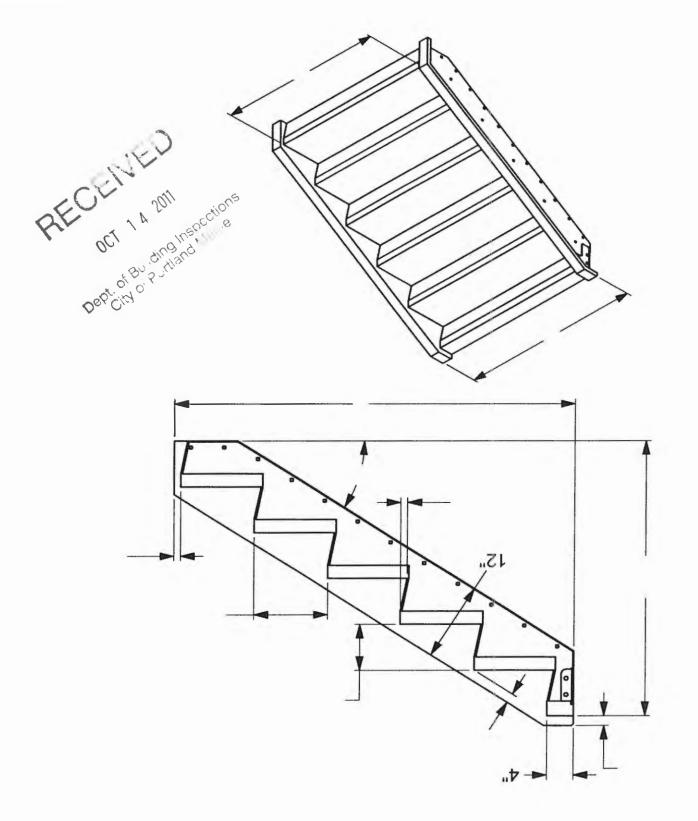
- 1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2. Separate permits shall be required for any new signage.

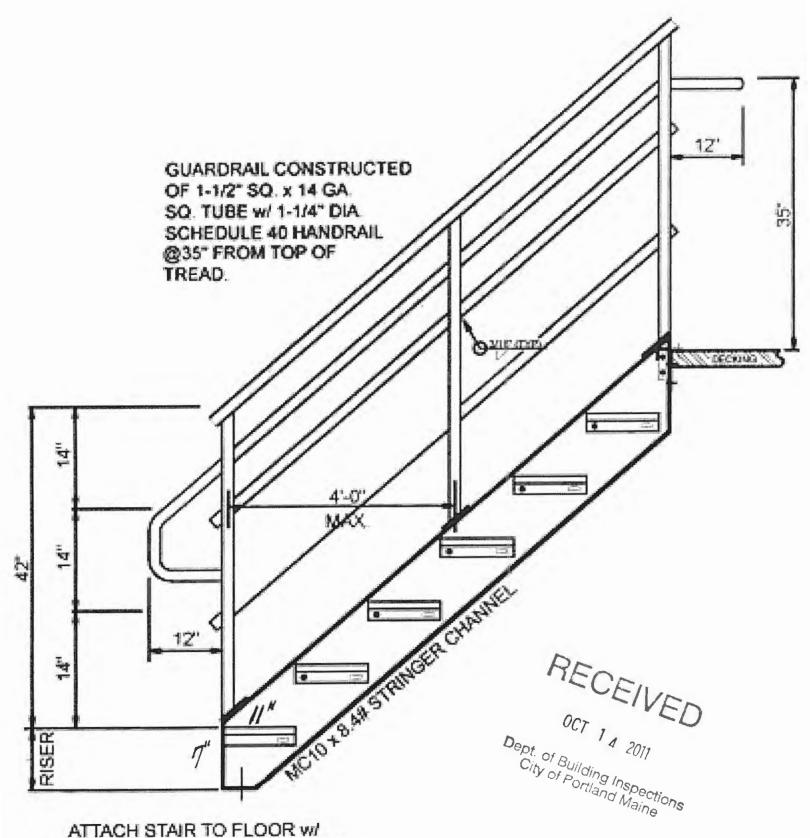
Building:

- Application approval based upon information provided by applicant, including revisions as dated showing all non-combustible framing and the addition of a fire door to access the new concealed space at the railroad tracks. Any deviation from approved plans requires separate review and approval prior to work.
- Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

Fire:

- The 3-hour fire shutters between 40 Quarry Rd and 217 Read Street shall automatically close on smoke detector activation installed per NFPA 72.
- 2. All construction shall comply with City Code Chapter 10.
- 3. This permit is being approved on the basis of the plans submitted. Any deviation from the plans would require amendments and approval.
- The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 5. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.
- 6. The sprinkler system shall be installed in accordance with NFPA 13.
- 7. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
- 8. A Knox Box is required.
- 9. Private fire mains and fire hydrants shall be maintained, tested and painted in accordance with NFPA 25 and City Code Chapter 10, Art IV.
- 10. Fire extinguishers are required per NFPA 10.
- 11. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
- 12. Any cutting and welding done will require a Hot Work Permit from Fire Department.
- 13. Walls in structure are to be labeled according to fire resistance rating. IE; 1 hr. / 2 hr. / smoke proof.
- 14. A single source supplier should be used for all through penetrations.





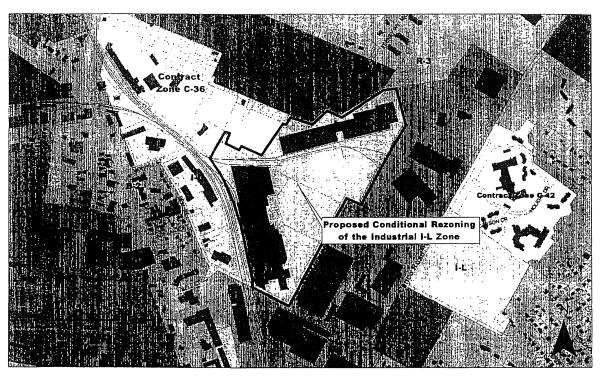
ATTACH STAIR TO FLOOR w/ (2) 1/2" x 4 1/2" LG. STUD ANCHOR

WHEREAS, on February 25, 2008, the CITY authorized amendment to its Zoning Map based upon the terms and conditions contained within this Agreement, which terms and conditions, run with the land (i.e., the PROPERTY) and become part of the CITY's zoning requirements.

Docti

NOW, THEREFORE, in consideration of the rezoning, DEVELOPER, and its successors and assigns covenants and agrees as follows:

1. Effective thirty days from the affirmative vote of the City Council on rezoning the PROPERTY, by Council Order No. 142-07/08, the City amends the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Portland City Code, by adopting the map change amendment for the PROPERTY shown herein.



Proposed Conditional Rezoning of the I-L Industrial Zone to a Conditional I-L Industrial Zone: 217-239 Read Street, 215 Read Street Rear, 256 Canco Road, 0 Quarry Road and 0 Quarry Road Rear January, 2008

2. The PROPERTY shall otherwise conform to the zoning requirements of the I-L zone with the exceptions noted herein:

a) Self storage facilities located in buildings situated on the **PROPERTY** shall be permitted uses within this zone provided the same receives change of use and site plan approval by the City of Portland. "Self storage facilities" shall mean:

Buildings, or portions thereof, rented or leased as individual storage spaces under a written rental agreement in which the tenant(s) or leaseholder(s) customarily stores and removes personal property on a self-service basis.

b) Distribution centers, warehouses or wholesale businesses in excess of 10,000 square feet total building area, with no outside storage permitted, shall be permitted uses within this zone.

Parking spaces for the above described uses (a and b) shall be one parking space for every 5000 square feet of floor area or as otherwise determined by the Planning Board upon request of the applicant.

- 3. The DEVELOPER shall meet the performance standards of the I-L zone for the operation of all permitted uses on the PROPERTY and shall maintain and preserve the existing landscaped buffer between the PROPERTY and the adjoining residential zone(s) along the northerly property boundary.
- 4. Any development along the northerly property line (i.e. buildings labeled 4 and 5 in the above inset shall minimize impact(s) on abutting residential zone(s).
- 5. The DEVELOPER shall provide to the CITY a forty foot drainage and protective easement along its northerly property line. The easement shall prohibit DEVELOPER from all building, removal of vegetation, (except to the extent of keeping clear the existing means of egress and adjacent walkway) development or expansion within this area. The drainage and protective easement also shall grant permission to the CITY to make drainage, stream and/or storm water management improvements within the easement area (including the installation of any pipes, conduits, structures etc.) deemed necessary by the CITY for its overall watershed management initiatives.
- 6. The above stated provisions are an essential part of the rezoning, shall bind and benefit DEVELOPER, its successors and assigns and the PROPERTY and shall inure to the benefit of and be enforceable by the City, by and through its duly authorized representatives.
- Within 60 days of the rezoning by the City Council, DEVELOPER shall file a
 copy of this Agreement in the Cumberland County Registry of Deeds, along
 with a reference to the Book and Page locations of the deeds for the Property.



MAINLAND STRUCTURES CORP.

June 23, 2008

re: 217 Read St. Owner Authorization to Mainland Structures Corporation

I, J. B. Brown, Owner of Record of the referenced property, hereby grant Mainland Structures Corporation, permission and authorization to act as agent of Read Street LLC. This authorization extends to all review by the City of Portland.

Respectfully,

J. B. Brown

7/15/08 Date

11A Bartlett Road · Gorham, ME 04038

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City

Home

City Council

E-Services

Jobs

This page contains a detailed description of the Parcel ID you selected. Press the New Search button at the bottom of the screen to submit a new query.

Current Owner Information:

Departments

150 A003001

Land Use Type **Property Location** Services

MANUFACTURING & CONSTRUCTION 40 QUARRY RD

Owner Information

BROWN J B & SONS PO BOX 207 PORTLAND ME 04112

Doing Business

Book and Page

Legal Description

150-A-3 QUARRY RD 40 305701 SF

7.018 Acres

Tax Roll

Current Assessed Valuation:

browse city services a-z

TAX ACCT NO.

21624

OWNER OF RECORD AS OF APRIL 2010

LAND VALUE **BUILDING VALUE**

\$540,200.00 \$2,769,920.00 BROWN J B & SONS PO BOX 207

NET TAXABLE - REAL ESTATE \$3,310,120.00

PORTLAND ME 04112

TAX AMOUNT

\$59,317.36



wse facts and links a-z

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

Card 1 of 1

Year Built Best viewed at 800x600, with Internet Explorer

1947

Style/Structure Type

MANUFACTURING

Units

Building Num/Name Square Feet

1 - X CAFE 167705

View Sketch

View Map

View Picture

Exterior/Interior Information:

Card 1

Levels

01/01 165353

Size MANUFACTURING Use

Height

BRICK/STONE Walls Heating UNIT HEAT A/C NONE

Card 1

Levels Size

M1/M1 336

Use SUPPORT AREA

Height Heating NONE

A/C NONE

Card 1

Levels Size

02/02 2016

Use

OFFICE ENCLOSURE

Height

12

Walls Heating

A/C

BRICK/STONE UNIT HEAT CENTRAL

Other Features:

Card 1

Structure

TRUCK AND TRAIN WELLS

Size

23554X1

Card 1 CANOPY - ONLY

Structure

Size

6X80

Card 1

Structure

CANOPY - ONLY

Size

4X13

Card 1

Structure

DOCK LEVEL FLOORS

142296X1

Card 1

Structure

OVERHEAD DOOR - WD/MT

8X8 Size

Card 1

Structure

OVERHEAD DOOR - MOTOR OPR. STEEL

Size

20X14

Card 1

Structure

SPRINKLER - DRY

Size

23554X1

Card 1

Structure

DOCK LEVELERS 0X0

Outbuildings/Yard Improvements:

Card 1

FENCE CHAIN

Year Built

1965 13914

Structure Size

Units

Grade

Condition

¢ 2

Card 1

Year Built Structure 1965 ASPHALT PARKING

Size

96800

Units Grade

C

Condition

Year Built

1965

Structure

TRACK RAILROAD

Card 1

Size Units 1X1150

Grade

1

Condition

C 2

Card 1

Year Built

1947

Structure STACKS BRICK

Size 1X870 Units 1 Grade C Condition 3

New Search!



Certificate of Design

Date:

August 04, 2011

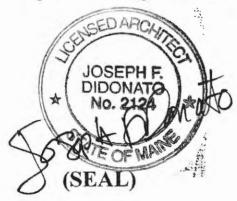
From:

DIDONATO ARCHITECTS

These plans and / or specifications covering construction work on:

MILLER GYSTEMS. STORAGE AREA. FIRST FLOOR 29,7455.F.
40 QUARRY Pd (CONNECTS TO 217 READ St.) FORTLAND, ME.
EXISTING BUILDING

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the 2003 International Building Code and local amendments.



Signature oph Ollona

Title:

ARCHITECT

Firm:

DIDONATO ARCHITECTS

Address:

134 GUINES Rd

KENNERUNKPORT, ME. 04046

Phone:

207-286-2900

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

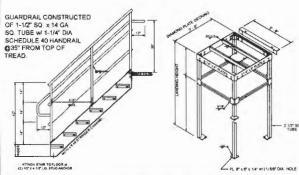


Certificate of Design Application

ORILAN	1	-					
From Designer:	USEPH	DIDONA	TO				_
Date:	AUGUST	04, 201	1				
Job Name:	MILLER S	YSTEMS-	STORAGE	AREA	FIRST !	-LOOR	29,74
Address of Construction:	40 QUARA		CONNECTS 7		sad St.) Buildin		_
		- 1 - 1 - 1			bull	φ	
			l Building Co				
Const	ruction project wa	is designed to the	he building code	criteria liste	ed below:		
Building Code & Year	Use Gre	oup Classification	on (s) 670 PA	GE 61	20up S	-1	
Type of Construction	YPE II F	3 - 000					
Will the Structure have a Fire sup			Section 903.3.1	of the 2003 II	RC YES		
Is the Structure mixed use?						NA	
						NA	
Supervisory alarm System?	Geotechi	iical/Soils report	required? (See Se	ection 1802.2)		· Pr	_
Structural Design Calculations				Live	load reduction		
		10/1 10/11			f live loads (1603.)	1.2 1607 11)	
Submitted for all	structural members (106.1 - 106.11)			f snow loads (160		
Design Loads on Construction	Documents (1603)		- Androda C				
Uniformly distributed floor live load			a was recovery and approximate		and snow load, I		
Floor Area Use	Loads Shown			/	> 10 psf, flat-roo	,	
STORAGE				If Pg	> 10 psf, snow ex	eposure factor	· G
				1f Pg	> 10 psf, snow lo	ad importance	e factor, L
			/	Roof	thermal factor, G	(1608.4)	
and the second s			/	Slope	ed roof snowload,	Py(1608.4)	
Wind loads (1603.1.4, 1609)				Seisn	nic design categor	y (1616.3)	
	ized (1609.1.1, 1609.6)		_/_	Basic	seismic force resi	isting system	(1617.6.2)
Basic wind speed ((1809.3)		/	Resp	onse modification	coefficient,R	and
Building category	and wind importance 1 a table 1604.5, 160			defle	ction amplification	on factor (10	17.6.2)
Wind exposure car		5.5)		Anal	ysis procedure (16	16.6, 1617.5)	
Internal pressure coe	efficient (ASCE 7)			Desi	gn base shear (161	7.4, 16175.5.1)	
	lding pressures (1609.1.1, 1		Flood le	oads (1803.1.	6, 1612)		
	ssures (7603.1.1, 1609.6.2.1)		//	d Hazard area (16)	12.3)	
Earth design data (1603.1.5, 16				Elev	ation of structure		
Design option util			Other le	pads			
Seismic use group		615 1)		-	centrated loads (16	507.4)	
	coefficients, SDs & SD1 (1	(015.1)			tion loads (1607.5)		
Site class (1615.1.5)			/	Misc	loads (Fable 1607 12, 1607.13, 1610, 1	.8, 1607-6-1, 16	97.7,

Accessories





Stairway Features

- Heavy duty MC10 structural side frame
- Durable powder coat paint finish
- Welded inner handrail for I.B.C. Compliance
- Welded handrail construction

	44"	IBC CODE STAIR	RS		
Tread is 11" deep w	7" rise '96" wide	closed treads w/clo	sed risers	Includes intern	al stair handrails
Deck HtFT.	Deck HtIN.	Model No.	Treads	Weight	Overall Run
1-9-1/2" to 2'-4"	21-1/2" to 28"	IBC-SW-03-36	3	288 lbs.	2'-10-1/2"
2'4-1/2" to 2'-11"	28-1/2" to 35"	IBC-SW-04-36	4	380 lbs.	3'-9-1/2"
2'-11-1/2" to 3'-6"	35-1/2" to 42"	IBC-SW-05-36	5	447 lbs.	4'-8-1/2"
3'-6-1/2" to 4'1"	42-1/2" to 49"	IBC-SW-06-36	6	514 lbs.	5-7-1/2"
4'-1-1/2" to 4'8"	49-1/2" to 56"	IBC-SW-07-36	7	580 lbs.	6'-6-1/2"
4'-8-1/2' to 5'-3"	56-1/2" to 63"	IBC-SW-08-36	8	664 lbs.	7'-5-1/2"
5'-3-1/2" to 5'10"	63-1/2" to 70"	IBC-SW-09-36	9	731 lbs.	8-4-1/2"
5'-10-1/2" to 6'-5"	70-1/2" to 77"	IBC-SW-10-36	10	806 lbs.	9-3-1/2"
6'-5-1/2" to 7'0"	77-1/2" to 84"	IBC-SW-11-36	11	873 lbs.	10-2-1/2"
7'-0-1/2" to 7'-7"	84-1/2" to 91"	IBC-SW-12-36	12	955 lbs.	11"-1-1/2"
7'-7-1/2" to 8'-2"	91-1/2" to 98"	IBC-SW-13-36	13	1031 lbs.	12'-0-1/2"
8'-2-1/2" to 8'9"	98-1/2" to 105"	IBC-SW-14-36	14	1097 lbs.	12'-11-1/2"
8'-9-1/2" to 9'-4"	105-1/2" to 112"	IBC-SW-15-36	15	1173 lbs.	13'-10-1/2'
9'-4-1/2" to 9'-11"	112-1/2" to 110"	IBC-SW-16-36	16	1257 lbs.	14'-9-1/2"
9'-11-1/2" to 10'-6"	110-1/2' to 126"	IBC-SW-17-36	17	1333 lbs.	15'-8-1/2"
10'-6-1/2" to 11'-1"	126-1/2" to 133"	IBC-SW-18-36	18	1399 lbs.	16-7-1/2"
11'-1-1/2" to 11'-8"	133-1/2" to 140"	IBC-SW-19-39	19	1483 lbs.	17'-6-1/2"
11'-8-1/2" to 12'-3"	140-1/2" to 147"	IBC-SW-20-36*	20	1558 lbs.	18-5-1/2"



Step up to full access with code-compliant stairs

Landing Features

- Powder coat paint finish
- Heavy duty 1/8" diamond plate decking
- · Handrail and kickplate on two sides standard
- Four (4) column supports
- Two column pedestal supported units available

LAN

Standard in

Standa

L-shape

U-shape

- Special sizes available
- Baluster handrail available

supported units availa a lable	ble		
NDING REFERENCE	CHART		
Description	Model	Wt.	
ntermediate landing	LNG-36-36	523 lbs.	才·V
lard top landing	LNG-42-42	535 lbs.	
stairway landing	LNG-42-42	560 lbs.	
stair landing unit	LNG-42-84	1020 lbs.	

Gates

Size 36" x 36"

42" x 42"

42" x 42"

42" x 84"

- Safe and easy access for product load-unload
- Welded tubular steel construction for heavy duty usage
- Industrial grade hinges and pivots for long life
- Powder coat paint finish



2 door hinged swing gate optional self close (5' and 6' units available)



Pivot gate (Std. 6' unit)

Handrails/ Kickplate

- Two or three rail code compliant hand rail
- Welded tubular steel uprights and cross-rails
- Heavy gauge kickplate
- Powder coat paint finish



Slide gate tanderd 6' unit)



Corral pivoting safety gate

GATE REFERENCE CHART							
Description Model Sizes Wt.							
SGT	5'-0"&6-'0"	70 lbs.					
SCGT	6'-0"	90 lbs.					
PGT	6-'0"	126 lbs.					
MSLGT	6'-0"	166 lbs					
CGT	6'-0"	191 lbs.					
	Model SGT SCGT PGT MSLGT	Model Sizes SGT 5'-0"&6-'0" SCGT 6'-0" PGT 6-'0" MSLGT 6'-0"					







2011 08 1972



Administrative Authorization Application Portland, Maine Planning and Urban Development Department, Planning Division

APPLICATION	DRESS: 40 Quarry Road		CHART/BLOCK/LOT: $\frac{15}{}$	
	FEE: \$50.00 (\$50.00)			
PROJECT DE	SCRIPTION: (Please Attach Sketch/Pla	n of the Pro	pposal/Development)	
	fer to attached submission			
CONTACT INF	ORMATION:			RECEIVED
OWNER/A	PPLICANT	CONSULT	ANT/AGENT	I ILO LIVE
Name:	Read Street, LLC	Name:	Sebago Technics,	Inc. OCT - 3 2011
Address:	11 Bartlett Road	Address:	P.O. Box 1339	001 2 0 001
Addicas.	Gorham, ME 04038	Addicoo.	Westbrook Maine	04098 of Building Inspections
Work #:	(207) 772-2177	Work #:	(207) 856-0277	City of Portland Maine
Cell #:	(207) 415-1765	Cell #:	(207) 232-1649	
Fax #:	(207) 854-4315	Fax #:	(207) 856-2206	
Home #:		Home #:		
E-mail:	p.grondin@	E-mail:	omccullough@sebag	jotechnics.com
	grondinconstruction.com			
	Adminstrative Authorizations:			ent Planning Division
(see section 14	-523(4) on pg .2 of this appl.)		Y(yes), N(no), N/A	Y(yes), N(no), N/A
a) Is the prop	osal within existing structures?		Y	
b) Are there a	ny new buildings, additions, or demolition	is?	N	"
c) Is the footp	rint increase less than 500 sq. ft.?		Y	
d) Are there a	ny new curb cuts, driveways or parking a	reas?	N	
e) Are the cui	bs and sidewalks in sound condition?		Y	4 - determined by
f) Do the curi	os and sidewalks comply with ADA?		Y	<u> </u>
g) Is there an	y additional parking?		N	<u> </u>
h) Is there an	increase in traffic?		N	<u>~</u>
i) Are there a	ny known stormwater problems?		N	
) Does suffic	elent property screening exist?		A	4
k) Are there a	dequate utilities?		Y	<u> </u>
l) Are there a	ny zoning violations?		N	N
m) Is an eme	gency generator located to minimize nois	e?	N	<u>~</u>
n) Are there a	ny noise, vibration, glare, furnes or other	impacts?	N	W
Signature of A	pplicant:	Date	8/26/11	
Ĥ	approved wi standard	cond	Sarundt .	estrula of
				- wheel
	\ \ \ \ \	2		

Criteria for an Adminstrative Authorizations: (See Section 14-523 (4) on page 2 of this application)	Applicant's Assessment Y(yes), N(no), N/A	Planning Division Use Only	
a) Is the proposal within existing structures?	Yes	Y	
b) Are there any new buildings, additions, or demolitions?	No	N	
c) Is the footprint increase less than 500 sq. ft.?	Yes	Y	
d) Are there any new curb cuts, driveways or parking areas?	No	N	
e) Are the curbs and sidewalks in sound condition?	Yes	Y -DPS 9-29-11	
f) Do the curbs and sidewalks comply with ADA?	Yes	Y	
g) Is there any additional parking?	No	N	
h) Is there an increase in traffic?	No	N	
i) Are there any known stormwater problems?	No	N	
j) Does sufficient property screening exist?	Yes	Y	
k) Are there adequate utilities?	Yes	Y	
l) Are there any zoning violations?	No	N	
m)Is an emergency generator located to minimize noise?	No	N	
n) Are there any noise, vibration, glare, fumes or other impacts?	No	N	

The administrative authorization for the conversion of 30,000 square feet of warehouse space to self-storage units is granted with the standard condition of approval that all applicable building permits are obtained prior to any interior changes.

Barbara Barhydt

Development Review Services Manager

Darburn Dahyat

September 30, 2011

sebagotechnics.com

One Chabot Street P.O. Box 1339 Westbrook, Maine 04098-1339 Ph. 207-856-0277 Fax 856-2206

August 26, 2011 08224

Ms. Barbara Barhydt City of Portland Planning and Development Department 389 Congress Street Portland, ME 04101

Administrative Anthorization Application
Self Storage Facility @ 40 Quarry Road, Portland

Dear Barbara:

On behalf of Read Street, LLC, we have prepared this request for Administration Authorization to occupy an existing 30,000 square foot warehouse as a self-storage facility. I appreciated speaking with you this past Thursday and have assembled this written request for staff consideration.

Background:

In 2008, Grondin Properties, LLC (d/b/a Read Street, LLC) purchased a three (3) story industrial warehouse building from JB Brown located at 217 Read Street. The building purchase included approximately 71,000 square feet of floor space that was historically occupied for warehousing and industrial uses. Read Street, LLC completed some interior improvements to accommodate a self-storage facility which provided a compatible building re-use. The project required no exterior physical modifications to the building and site and was granted a "site plan exemption" with the condition that sidewalk, curbing and landscaping were constructed along the Read Street road frontage. This work was completed as required in 2008. Parking and access are excellent to the site and meet or exceed the project needs.

Proposed Project:

Read Street, LLC has the opportunity to lease 30,000 square feet of an abutting building from JB Brown to accommodate an expansion of the current self-storage space. The additional building area is physically connected (see enclosed plans) to the existing self-storage operation and provides an opportunity for compatible re-use of vacant industrial/warehouse building. The new building will be accessed directly through the existing building and requires no physical site or exterior modifications. All supporting infrastructure is in place and adequate for the proposed use. Vehicle and patron parking and access will be provided through the existing office and loading areas. The enclosed Site and Buildings Plans depict the project location and activities.

Administrative Authorization Criteria:

We believe this project is an excellent candidate for an Administrative Authorization as intended by Section 14-523 of the City's Site Plan Ordinance. Read Street, LLC is prepared to move forward immediately with the project provided we confirm with City staff that an Administrative Authorization is applicable. The following provides a summary of why we believe the project is a clear candidate for an Administrative Authorization.

- 1. The proposed project is solely located within an existing structure and there will be no new buildings or building demolitions. The project will only require interior fit-up as shown on the enclosed Building Plan.
- 2. The proposed project utilizes all existing access drives and parking areas. No changes are required.
- 3. The site is situated within an existing industrial/commercial setting that is fully developed and has been functioning for well over a decade. Project access is from a single curb cut that currently exists (Quarry Drive) and will not change. Granite curb, sidewalk and landscaping where construction along the entire Read Street frontage in 2008.
- 4. The project does not require any additional or reduced parking, either on or off the site. In addition, the project is expected to result in a reduction of traffic when compared to the prior industrial and commercial tenants. Self-storage by nature is a low intensity use and will have only one (1) full-time employee on the site.
- 5. Project development requires no new infrastructure and has no know stormwater or drainage related deficiencies.
- 6. The project location is within an industrial setting and surrounded by industrial/commercial buildings. As shown on the enclosed aerial image, the project building is part of a large building complex and cannot be seen from Read Street. Abutting lands include Quarry Road and large industrial buildings along with the railroad corridor. Given the location, surrounding uses and character of the area, there are no evident screening deficiencies.
- 7. We are not aware of any current zoning violations. The property was conditionally zoned by the City Council to allow for the intended self-storage use under the application by JB Brown in 2007.
- 8. All existing utilities will be utilized for the project. No modifications or new services are proposed.
- 9. The applicant does not propose any onsite generators as part of the project.
- 10. Given the type of proposed use (self storage), historic and existing uses within the project area and industrial nature of Quarry Road, there is no anticipated noise vibration, glare, fumes or other foreseeable impacts associated with the project.

The proposed re-use is well suited to the Administrative Authorization criteria and provides an opportunity for the City to allow for a vacated building to be re-occupied in an expedient manor promoting economic growth.

Upon your review of this application and enclosed materials, please contact us if you would like to meet to review the project. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

Owens A. McCullough, P.E.

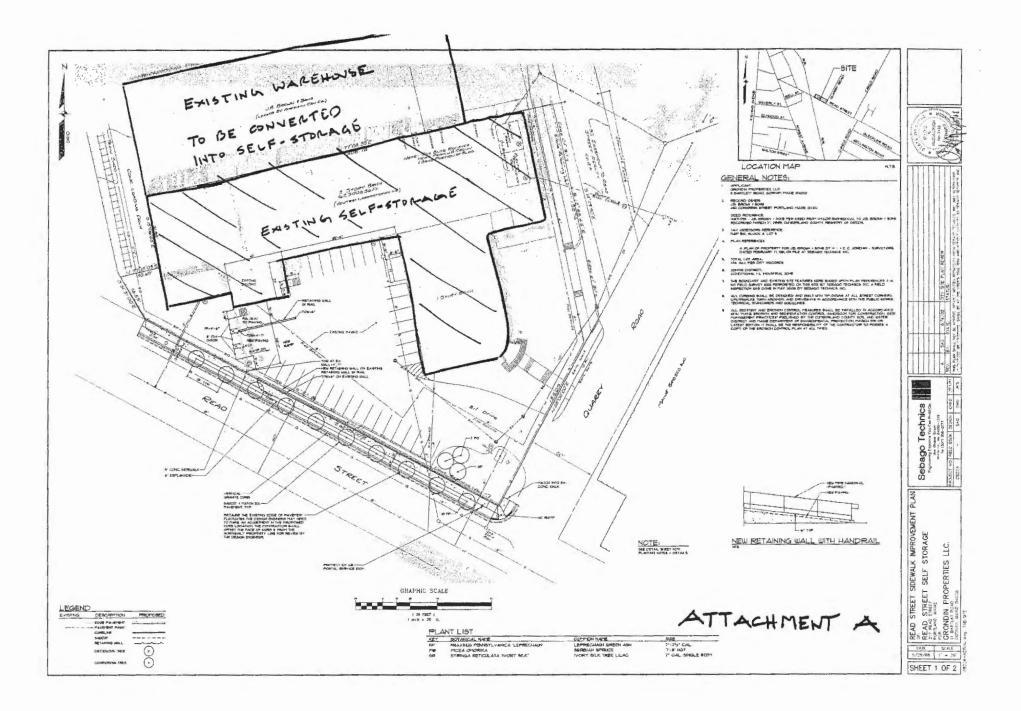
Sr. Project Manager

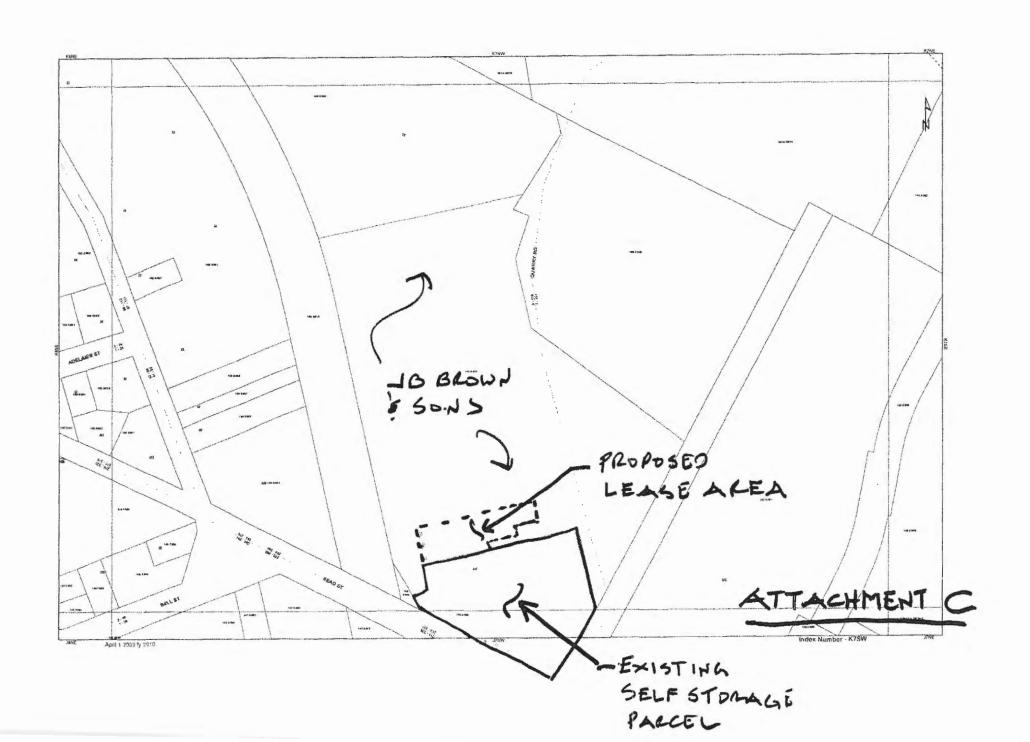
OAM:oam/kn

Enc.

cc: Ken Grondin - Read Street, LLC

Phil Grondin, Jr. - Read Street, LLC





Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City

Home

Departments

City Council

E-Services

This page contains a detailed description of the Parcel ID you selected. Press the New Search button at the bottom of the screen to submit a new query.

Current Owner Information:

CBL

150 A003001

Land Use Type

MANUFACTURING & CONSTRUCTION 40 QUARRY RD

Property Location Owner Information

BROWN J B & SONS PO BOX 207 PORTLAND ME 04112

Lopfications

Services

Book and Page

Legal Description

150-A-3 QUARRY RD 40 305701 SF

7.018

Current Assessed Valuation:

TAX ACCT ND.

Acres

21624 LAND VALUE \$540,200.00

OWNER OF RECORD AS OF APRIL 2010 BROWN J B & SONS PO BOX 207

BUILDING VALUE \$2,769,920.00 NET TAXABLE - REAL ESTATE \$3,310,120.00

PORTLAND ME 04112

TAX AMOUNT

\$59.317.36



Any information concerning tax payments should be directed to the Treasury office at 874-8490 or c-mailed.

Building Information:

Card 1 of 1

Best viewed at 800x600, with Internet Explorer

1947 Year Built

Style/Structure Type

MANUFACTURING

Units

1 - X CAFE **Building Num/Name**

Square Feet

167705

View Sketch

View Map

View Picture

Exterior/Interior Information:

Card 1

Levels

Size

01/01 165353 MANUFACTURING

18

Use Height

Wals BRICK/STONE UNIT HEAT

Heating A/C

NONE

Card 1

SUPPORT AREA

Levels Size

M1/M1 336

Height

Heating

Use

NONE

A/C

NONE

Card 1

Levels Size

02/02 2016

Use

OFFICE ENCLOSURE

Height

12

Walls Heating

A/C

BRICK/STONE UNIT HEAT CENTRAL

Other Features:

Card 1

Structure

TRUCK AND TRAIN WELLS

Size

Card 1

23554X1

Structure

Size

CANOPY - ONLY 6X80

Card 1 CANOPY - ONLY

Structure

Size

4X13

Card 1

Structure

DOCK LEVEL FLOORS

Size

142296X1

Card 1

Structure

OVERHEAD DOOR - WD/MT

Size

8X8

Card 1

Structure

OVERHEAD DOOR - MOTOR OPR. STEEL

Size

20X14

Card 1

Structure

SPRINKLER - DRY

Size

23554X1

Card 1

Structure

DOCK LEVELERS

Size

OXO

Outbuildings/Yard Improvements:

Card 1

Year Built

1965

Structure

FENCE CHAIN 13914 Size

Units

1

Grade

C

Condition 2

Card 1

Year Built

1965 ASPHALT PARKING

Structure Size

96800 1

Units Grade

C

Condition

2

Card 1 1965

2

Year Built Structure

TRACK RAILROAD 1X1150

Size

Units

1 Grade C

Condition

Card 1

Year Built

1947

Structure

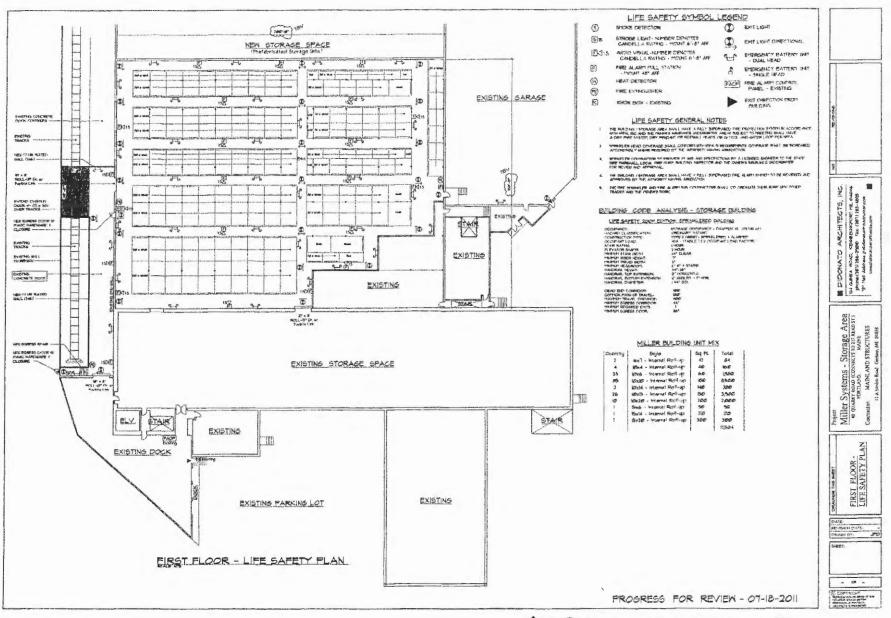
STACKS BRICK

Size Units 1X870 1

Grade

C Condition 3

New Search!)



ATTACHMENT D
POI of 2

Whate Howelfuge: "Rend There's What was much proposed subject on cheage Whatever again proposed with had coheren distributionized on that he wall openings shall be concluded after harding in supplied



ATTACHMENT D PSZP2

ATTACHMENT E

LEASE

J.B. Brown & Sons

to

Read Street Self Storage, LLC

Premises Designated as 30,870 square feet at 40 Quarry Road, Unit 100, Portland, Maine

Dated:

100/11

TABLE OF CONTENTS

	TIONS AND BASIC DATA	
ARTICI	LE I	
1.1	Premises	
1.2	Common Rights	. 5
1.3	<u>Term</u>	6
ARTICI	LE II	6
2.1	Improvements	6
ARTICI	LE II	6
3.1	Base Rent.	6
3.2	Common Area Charges	. 6
3.3	Taxes	.7
3.4	Cost of Living Adjustment.	. 7
3.5	Liability Insurance	.7
	LE IV	
4.1	Use	. 8
4.2	Prohibited and Required Uses	
4.3	Signs	. 8
ARTIC	LE V	
5.1	Repairs, Maintenance and Surrender.	
5.2	Utilities	
5.3	Interruption; Delay	
5.4	Installations and Alterations by Lessee	
5.5	Inspection and Repair	
5.6	Easement for Pipes	
	LEVI	
6.1	Casualty Damage	
6.2	Indemnity.	
	LE VII	
7.1	Total or Substantial Condemnation.	
7.2	Partial Taking Where Lease Unaffected.	
7.3	Disposition of Proceeds.	
	LE VIII	
8.1	Mortgage Subordination	
8.2	Estoppel Certificates	
8.3	Assignment and Subletting	
	LE IX.	
9.1	Default	
9.2	Lessor's Remedies	
9.3	No Waiver	
9.4	Removal of Lessee's Property	
9.5	Lessor's Right to Perform Lessee's Covenants	
9.6	Cumulative Remedies	
9.7	Lessor's Default	
9.8	Limitation of Lessor's Liability	
	LE X	

10.1	Security Deposit.	17
ARTICLE		
11.1	Broker	17
11.2	Partial Invalidity	17
11.3	Holdover	
11.4	Penalty for Late Payments	18
11.5	Notices	18
11.6	Entire Agreement; Miscellaneous	18
11.7	JURY TRIAL WAIVER	18
EXHIBIT	A - FLOOR PLAN	20
ADDEND	UM A – LESSOR'S WORK	21

DEFINITIONS AND BASIC DATA

The following sets forth certain basic data of this Lease and the definitions of certain items contained in this Lease, all of which are hereby incorporated in this Lease:

1. Lessor: J.B. Brown & Sons

36 Danforth Street P.O. Box 207, DTS

Portland, Maine 04112-0207

Lessee:

Read Street Self Storage, LLC

Attn: Tom Ellsworth 286 New Portland Road Gorham, Maine 04038

- 2. <u>Premises</u>: The space designated as of the date of this Lease as Unit 100, on Exhibit A, deemed to be 30,870 rentable square feet of space, the <u>Premises</u>, on the first floor in the building located at 40 Quarry Road, Portland, Maine, the <u>Facility</u>.
- 3. <u>Term</u>: The ten (10) year term of this Lease commences on July 1, 2011 and ends on December 31, 2021.
- 4. Occupancy Date: Lessee may begin occupying the Premises upon full execution of this Lease (Base and Additional Rent commence on January 1, 2012.)

		Monthly Es	t. Monthly	Monthly
5.	Base Rent:	Rent CA	M/Taxes	<u>Total</u>
	Occupancy Date-December 31, 2012	Waived		
	January 1, 2012-December 31, 2012	\$ 5,417.00	\$3,216.00	\$8,633.00
,	January 1, 2013-December 31, 2013	\$ 8,333.00	TBD	
	January 1, 2014-December 31, 2014	\$ 8,750.00	TBD	
	January 1, 2015-December 31, 2015	\$ 9,167.00	TBD	
	January 1, 2016-December 31, 2016	\$ 9,583.00	TBD	
	January 1, 2017-December 31, 2017	\$10,000.00	TBD	
	January 1, 2018-December 31, 2018	\$10,417.00	TBD	
	January 1, 2019-December 31, 2019	\$10,833.00	TBD	
	January 1, 2020-December 31, 2020	\$11,250.00	TBD	
	January 1, 2021-December 31, 2021	\$11,667.00	TBD	

6. Right of 1st Offer: During the lease term, Lessor will offer to Lessee any adjacent space in the Building that Lessor intends to lease before marketing the space to the general public. Should the Lessor decide to sell the building in its entirety or as condominium units, Lessor will first offer to Lessee the entire building or Lessee's Premises, whichever the case may be. In the event that space is offered to Lessee on either a sale or lease basis, Lessee shall have ten (10) days to inform Lessor of their interest to enter into negotiations, which negotiations shall be completed within 14 days of Lessee's letter of interest.

7. <u>Lessee's Percentage</u>: Lessee's share of Common Area Charges for the Facility on the date hereof is 23.75% which represents the rentable square footage of the Premises in proportion to the rentable square footage of the Facility.

8. Additional Rent:

- (a) Lessee's Percentage of Common Area Charges for the Facility, access ways and open areas at 40 Quarry Road, Portland, Maine, as described in Section 3.2.
 - (b) Lessee's Percentage of Taxes as described in Section 3.3.
- 9. Security Deposit: Waived (see Section 10.1, if applicable)
- 10. Broker: None
- 11. Guarantor: None (see Section 11.8, if applicable)
- 12 <u>Use</u>: Self Storage facility, however non-commercial storage customers of Lessee shall not have access to the truck enclosure as depicted on Exhibit A.
- 13. Account Identification: 05-Reasel
- 14. <u>Lease Execution Date</u>: Wary_, 2011

LEASE

Lessor:

J.B. Brown & Sons

P.O. Box 207

Portland, Maine 04112-0207

Lessee:

Read Street Self Storage, LLC

Premises:

40 Quarry Road, Unit 100, Portland, Maine

WITNESSETH

In consideration of the mutual promises, covenants and conditions herein contained, and the rents to be paid by Lessee to Lessor, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, and at the rentals, and upon the terms and conditions hereinafter set forth:

ARTICLE I

- 1.1 <u>Premises</u>. The Premises consist of approximately 30,870 rentable square feet of space in the Facility situated at 40 Quarry Road, Unit 100, in Portland, Maine, as more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof.
- 1.2 Common Rights. Lessee shall have the nonexclusive right to use in common with others the Common Areas. Common Areas include the driveways, the parking areas and accessways to the Facility, the hallways, stairways and accessways within the Facility, bathrooms (if provided for common use), and other facilities as may be designated from time to time by Lessor. The non-exclusive right to use the Common Areas is subject to the terms and conditions of this Lease and to reasonable rules and regulations as prescribed from time to time by Lessor. Lessee agrees to abide by and conform with such rules and regulations. Any such rules and regulations shall be uniformly applicable to all tenants of the Facility and enforced without discrimination.

Lessor reserves the right to designate, change, enlarge or decrease from time to time the location, size or configuration of the Facility and the Common Areas, provided that the size, rent and location of the Premises are not materially changed. Lessee's Percentage of Common Area Charges shall be proportionately adjusted in the event that such change results in an increase or decrease of the rentable floor area of the Facility.

Lessee further agrees that it and its officers and employees will park their vehicles only in such areas as Lessor may from time to time designate for employee parking, which areas may be within or on lands of Lessor contiguous to the Facility. Lessee shall not park any truck or delivery vehicle in the parking areas, nor permit delivery of merchandise at any place or time other than as designated by Lessor. Neither the parking areas nor any other Common Area in the Facility shall be used by Lessee, or any agent or employee of Lessee, for any advertising,

merchandise display, political campaigning or other similar use or for the storage of personal property.

1.3 Term. The term of this Lease is set forth in the Definitions and Basic Data of this Lease.

ARTICLE II

2.1 Improvements. The Lessor makes no representation as to the condition of the Premises and leases them in their present "as is" condition. Lessor does not undertake, and shall have no obligations to make any improvements or perform any "fit up" to the Premises, except as expressly set forth in Addendum A (Lessor's Work) attached to this Lease.

ARTICLE III

- Base Rent. Lessee agrees to pay Lessor, without demand, set-off or deduction, the Base Rent. Base Rent shall be payable monthly in twelve (12) equal installments in advance on or before the first (1st) day of each calendar month of the term to Lessor at Lessor's address given above or at such other place as Lessor may from time to time designate in writing. If the commencement date of the term is not on the first (1st) day of a calendar month, Base Rent for the period between the commencement date and the first day of the following month shall be apportioned, on a per diem basis, on the basis of the Base Rent, and shall be payable on said commencement date.
- Common Area Charges. Lessee agrees to pay to Lessor, as Additional Rent, Lessee's Percentage (23.75%) of all Common Area Charges for the Facility. Common Area Charges, for the Facility shall include the costs of operating, administering, managing (Lessor's management fees shall be equal to five percent (5%) of Base Rent, as the amount of such Base Rent shall be increased as set forth herein), equipping, lighting, repairing, replacing and maintaining the Common Areas of the Facility, including, without limitation, exterior walls, roofing, all HVAC systems at the Facility, the elevator (if applicable), maintenance of exterior and common utility lines, sewer and water charges, and the cost of maintaining all-risk or fire and extended coverage insurance for the Facility. In clarification of the foregoing sentence, Common Area Charges shall include, without limitation, Lessor's costs for the operation, repair, replacement, and maintenance of all HVAC systems in the Facility, including HVAC in the Common Areas and in tenant spaces. In addition, Lessee agrees to pay, and shall pay, to Lessor, as Additional Rent, with each monthly installment of Base Rent, a sum equal to one-twelfth (1/12) of Lessee's Percentage of the estimated Common Area Charges based upon the budget for that year. Estimated Common Area Charges, and Lessee's monthly payment of the same, are subject to adjustment at any time to reflect adjustments in the budget for Common Area Charges based on new information available to Lessor. Within a reasonable period of time following the end of each calendar year during the term hereof, Lessor shall submit to Lessee a statement showing actual Common Area Charges incurred by Lessor during the preceding year and a calculation of the actual Lessee's Percentage of Common Area Charges. In the event that the actual Lessee's Percentage of Common Area Charges exceeds the estimate for such year, Lessee shall pay such difference to Lessor, as additional rent hereunder, such amount to be paid within

thirty (30) days after the date of receipt of the statement of actual Common Area Charges. If the actual Lessee's Percentage of Common Area Charges are less than the estimate actually paid by Lessee for such year and Lessee is not then in default hereunder, an amount equal to such difference shall be credited to Lessee for future payments of Common Area Charges or upon expiration of this Lease, reimbursed to Lessee within thirty (30) days of such determination. Each statement of actual Common Area Charges shall be binding upon Lessee, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto within sixty (60) days after submission of each such statement to Lessee. Lessor shall make its material records relating to Common Area Charges available for inspection by Lessee during regular business hours at Lessor's place of business upon reasonable advance written request from Lessee.

Taxes. Lessee shall pay Lessee's Percentage (23.75%) of all ad valorem and real 3.3 estate taxes levied or assessed against the Facility, including without limitation any taxes, assessments, betterments, improvements or special district taxes and assessments, sewer fees, sales or use taxes on the rents paid hereunder and all other taxes levied, assessed or imposed on the Facility or any part thereof or on improvements intended to benefit or improve the Facility. Lessee shall pay to Lessor with each installment of Base Rent, additional rent equal to onetwelfth (1/12) of Lessee's Percentage of the estimated Taxes, which shall be estimated based on the prior year's actual Taxes plus any estimated increase. Lessee's Percentage of the actual Taxes shall be adjusted upward or downward annually to reflect changes in the actual Taxes. In the event that the actual Lessee's Percentage of Taxes exceeds the estimate for such year, Lessee shall pay such difference to Lessor, as additional rent hereunder, such amount to be paid within thirty (30) days after the date of receipt by Lessee of a statement of actual Taxes. If the actual Lessee's Percentage of Taxes are less than the estimate actually paid by Lessee for such year and Lessee is not then in default hereunder, an amount equal to such difference shall be credited to Lessee for future payments of Taxes or upon expiration of this Lease, reimbursed to Lessee within thirty (30) days of such determination. If the term of this Lease does not commence on the first (1st) day of a calendar year and end on the last day of a calendar year, Lessec's share of any Taxes for the year in which the Lease term commences shall be prorated from the Commencement Date, and Lessee's Percentage of any such tax or assessment for the year in which the lease term ends shall be pro rated to the date upon which the Lease term ends.

3.4 Cost of Living Adjustment. Not applicable.

3.5 Lessee's <u>Liability Insurance</u>. Lessee shall maintain with respect to the Premises commercial general liability insurance with a minimum coverage of One Million Dollars (\$1,000,000.00) issued by an insurance company rated at least A- by AM Best. Such an insurance policy shall name Lessor as an additional insured. Lessee also shall insure Lessor and Lessee, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies against fire and standard extended coverage risks, at replacement value and with an insurance company rated as provided above, with waiver of subrogation if such waiver can be obtained without charge. Lessee shall deposit with Lessor 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 each insured named therein.

7

ARTICLE IV

- 4.1 <u>Use.</u> Lessee, its successors and assigns, shall use the Premises exclusively for the purposes set forth in **Item 12** of the Definitions and Basic Data of this Lease and for no other use or purpose whatsoever. Lessor and its agents have made no representations to Lessee that such use is allowed under applicable zoning ordinances.
- 4.2 <u>Prohibited and Required Uses: Hazardous Materials</u>. (a. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use, operation and activities of the Premises, and Lessee shall not make, suffer or permit any unlawful, improper or offensive use of the Premises, or permit any nuisance thereon. Lessee shall not make any use of the Premises which would make void or voidable any policy of fire or extended coverage insurance covering the Premises.
- (b) Hazardous Materials: Tenant shall not cause or permit any Hazardous Materials (other than those used for normal office purposes and in compliance with all Environmental Laws) to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining Landlord's written consent. If Hazardous Materials are used, stored, generated or disposed of on or in the Premises, whether with or without Landlord's consent or if the Premises become contaminated in any manner from which Tenant is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs (including without limitation attorneys' fees), liabilities, or losses arising during or after the Term and arising as a result of such use, storage, generating, disposal, or contamination by Tenant, This indemnification includes without limitations, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the forgoing, if Tenant causes or permits the presence of any Hazardous Materials on the Premises, and the same results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary action to return the Premises to the condition existing prior to the presence of any such Hazardous Materials on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.
- (c) For purposes of this Lease, the term "Hazardous Materials" includes, without limit, any flammables, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos or related materials, including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9604, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), applicable state statutes, and in the regulations adopted and publications promulgated pursuant thereto.
- 4.3 <u>Signs</u>. Lessee shall not place or suffer to be placed or maintained upon any exterior door, wall or window of the Premises any sign, awning, canopy or advertising matter without the express written consent of Lessor; provided, however, that all of Lessee's signage shall be in accordance with all local and state laws, ordinances, rules and regulations of

applicable governmental authorities, including, without limitation, the Historic Preservation requirements.

ARTICLE V

5.1 Repairs, Maintenance and Surrender. Lessor shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except that during the term of this Lease, the Lessor shall maintain, repair and replace all HVAC systems in the Facility, exterior and common utility lines, the exterior walls (but not glass, plate glass or doors), the structural support for the Facility and the roof to keep such items in at least the functionally same condition as existing on the date of this Lease. Lessor's costs for the foregoing maintenance, repair obligations are included within the Lessee's Percentage of Common Area Charges, as set forth in Section 3.2 of Article III.

Lessee shall repair, service, keep and maintain the interior of the Premises, including all plumbing, wiring, piping, fixtures, doors, walls, ceilings, floors, equipment and appurtenances serving the Premises in good repair during the term of this Lease and shall replace all glass in the windows and doors broken during the Lease term. At the end of the term or upon termination of this Lease, Lessee shall deliver up the Premises, and all alterations and additions made to or upon the same, in good condition and repair, ordinary wear and tear excepted, and in a broom-clean condition and will remove all personal property, goods and effects belonging to Lessee or anyone claiming through or under Lessee. Lessee shall be responsible at its own cost for bringing the Premises and/or the Facility into compliance with State and Federal accessibility laws to the extent that compliance is required as a result of Lessee's specific use of the Premises or accommodation of Lessee's employees or customers; any such work by Lessee shall require the prior written approval of Lessor as required elsewhere in this Lease.

- 5.2 <u>Utilities</u>. Lessee shall contract, in its own name and pay all costs and expenses, for separately metered gas, electricity, heat and any and all other utilities and janitorial services furnished to or used in connection with the Premises. Lessee shall maintain heat in the 50-55 degrees range during the heating season. Lessee shall pay for all telephone and other telecommunication and data services supplied to the Premises and for the installation or modification of all wiring and equipment necessary to provide such services. All utility services not separately metered shall be included in Common Area Charges.
- 5.3 <u>Interruption; Delay.</u> Lessor shall be under no responsibility or have any liability for failure or interruption of any such repairs or services referred to in this Article V, or for any interruption in utility services, for any cause except as directly and solely caused by Lessor, nor in any event for any indirect or consequential damages.
- 5.4 Installations and Alterations by Lessee. Lessee shall make no alterations, additions or improvements in or to the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. Any such alterations, additions or improvements shall (i) be in accordance with complete plans and specifications approved in writing by Lessor, (ii) be performed in a good and workmanlike manner and in compliance with all applicable laws, regulations, codes or ordinances (iii) be made only by contractors or mechanics approved in

writing by Lessor, (iv) be made at Lessee's sole expense, and (v) become part of the Premises and shall be deemed the property of Lessor, such improvements being consented to by Lessor as partial consideration for this Lease and therefore not Lessee's trade fixtures. Notwithstanding the foregoing, Lessor may in its sole discretion at any time request in writing that Lessee remove all such alterations, additions and improvements at Lessee's cost, and restore the Premises to its prior condition, upon the expiration or termination of this Lease, which Lessee agrees to promptly do in compliance with the provisions (ii), (iii) and (iv) of this paragraph.

- 5.5 <u>Inspection and Repair.</u> Lessor or its representatives shall have the right at any reasonable time after prior verbal notice to Lessee to enter upon the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs, alterations or additions. In case of an emergency, Lessor or its representatives may enter the Premises at any time to take such measures as may be needed to cope with such emergency.
- 5.6 Easement for Pipes. Lessee shall permit Lessor to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises to the extent that Lessor deems necessary or appropriate for the proper operation and maintenance of the Facility; provided, however, that Lessor shall not unreasonably disturb Lessee's use of the Premises in undertaking such activities.

ARTICLE VI

- 6.1 <u>Casualty Damage</u>. (a) Subject to the provisions below and except as otherwise provided in this Lease, if all or any part of the Premises shall be damaged or destroyed by fire or other casualty, Lessor shall repair and/or rebuild the same with reasonable diligence, but Lessor shall not be obligated to repair, rebuild or replace any work done by Lessee in the Premises or any property belonging to Lessee.
- (b) If the Premises, or any part thereof, shall be rendered untenantable by reason of such damage, the Base Rent for the portion of the Premises which shall have been rendered untenantable shall be abated for the period from the date of such damage to the date Lessor shall have substantially completed its repair. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to Lessee's business resulting in any way from such damage or the repair thereof or for any delay which may arise by reason of adjustment of insurance, labor troubles or other causes beyond Lessor's control. Notwithstanding the foregoing, if the damage results from the fault of Lessee, directly or indirectly, there shall be no abatement of Base Rent, except to the extent of the proceeds, if any, of rent insurance actually received by Lessor in lieu of the Base Rent.
- (c) Notwithstanding anything to the contrary contained in the preceding paragraph or elsewhere in this Lease, Lessor, at its option, may terminate this Lease within thirty (30) days after the occurrence of any of the following:
 - (i) The Premises shall be damaged or destroyed as a result of an occurrence which is not covered by Lessor's insurance or if Lessor's mortgagee does not make insurance proceeds available to Lessor for restoration; or

- (ii) The Premises are rendered wholly unusable or (whether or not the Premises are damaged in whole or in part) the building in which the Premises are located shall be so damaged that Lessor shall decide to demolish it rather than rebuild it; or
- (iii) The Premises shall be damaged or destroyed during the last year of the term of this Lease.

Upon the date specified in such notice, the term of this Lease shall expire as fully and completely as if such date were the date set forth above for the termination of this Lease, and Lessee shall forthwith quit, surrender and vacate the Premises, and any rent owing shall be paid up to such date, and any payments of rent made by Lessee which were on account of any period subsequent to such date shall be returned to the Lessee.

- (d) Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Lessor and Lessee each hereby releases and waives full right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.
- 6.2 <u>Indemnity</u>. Lessee agrees to indemnify and hold harmless Lessor from and against any and all loss, damage, claim, demand, liability or expense, including without limitation attorneys' fee, by reason of any damage or injury to persons (including loss of life) or property which may arise as a result of or in connection with the occupancy or use of the Premises by Lessee to the extent such claim is not covered by insurance with a waiver of subrogation clause as set forth in Section 6.1(d) or resulting from Lessee's breach of this Lease. Lessee agrees not to assert any immunity under workers' compensation laws as a defense to the enforcement of the foregoing indemnity. [Lessor agrees to indemnify and hold harmless Lessee from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to persons (including loss of life) or property which may arise as a result of or in connection with the management or maintenance of the Common Areas of the Facility by Lessor to the extent such claim is not covered by insurance with a waiver of subrogation clause as set forth in Section 6.1(d).]

ARTICLE VII

7.1 Total or Substantial Condemnation. If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises shall be so taken as to render the remainder thereof unusable for the purpose for which the Premises were leased, then Lessor and Lessee

shall each have the right to terminate this Lease within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated, the rental herein shall be abated.

- 7.2 Partial Taking Where Lease Unaffected. If any part of the Premises shall be so taken and this Lease shall not be terminated, then the Base Rent shall be equitably apportioned according to the space so taken, and Lessor shall restore the remaining portion of the Premises provided that the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Lessor.
- 7.3 <u>Disposition of Proceeds</u>. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of Lessor without any participation by Lessee.

ARTICLE VIII

8.1 Mortgage Subordination. All rights and interests of Lessee hereunder are and automatically shall be and remain subject and subordinate to all mortgages, heretofore or hereafter given and encumbering the Premises, or any part thereof, and to all renewals, modifications, replacements and extensions of any such mortgage(s). This provision shall operate as a subordination agreement with respect to all such mortgages and all renewals, modifications, replacements and extensions thereof. If the holder of any such mortgage or any party agreeing to make a loan secured by a mortgage on the Premises shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any mortgage transaction or such holder seek to have Lessee recognize such mortgage or a purchaser as having the rights of Lessor and to attorn to and recognize said holder or other person, Lessee shall execute such confirmation, subordination or attornment agreement in the form required by such mortgage holder or other party agreeing to make a loan secured by a mortgage on the Premises and deliver the same to Lessor within ten (10) days of request therefor.

Lessee's obligation to subordinate this Lease to any mortgage(s) is subject to the condition precedent that the mortgagee(s) execute and deliver to Lessee an agreement not to disturb Lessee's possession as long as Lessee is not in default with respect to any of the covenants or conditions of the Lease to be performed and observed by Lessee.

8.2 <u>Estoppel Certificates</u>. Lessee agrees, at any time and from time to time, upon not less than ten (10) days prior written request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing, which may be relied upon by purchasers of the Facility or lenders to Lessor, certifying that (except as may be otherwise specified by Lessee) (a) this Lease is presently in full force and effect and unmodified; (b) Lessee has accepted possession of the Premises; (c) any improvements required by the terms of this Lease to be made by Lessor have been timely completed to the satisfaction of the Lessee; (d) no rent under Lease has been paid more than thirty (30) days in advance of its due date; (e) Lessee, as of the date of executing the certificate, has no charge, lien or claim of offset under Lease; (f) Lessor is not in default of the Lease and Lessee is not aware of any circumstances which with notice and the passage of time

would be a default by Lessor; and (g) such other reasonable information requested by Lessor. In addition, upon the request of Lessor, Lessee shall enter into a written agreement with the holder of such mortgage providing that (i) Lessee will not pay any rent under Lease more than thirty (30) days in advance of its due date; (ii) Lessee will not, without the prior written consent of such holder (which consent shall not be unreasonably withheld), agree to the modification of this Lease or to the termination thereof by Lessor; (iii) Lessee will not seek to terminate this Lease by reason of any act or omission of Lessor until Lessee shall have given written notice to such holder and until thirty (30) days shall have elapsed following the giving of such notice during which period such holder shall have the right, but shall not be obligated, to remedy such act or omission. Lessee shall provide Lessor with a balance sheet and profit and loss statement as of the last completed quarter, certified by Lessee to be true, accurate and complete, within ten (10) days of written demand therefor, which demand shall not be made by Lessor more than twice annually.

- 8.3 Assignment and Subletting. (a) Lessee covenants and agrees that neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered and that neither the Premises nor any part thereof will be sublet in whole or in part without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.
- (b) Lessee shall make a written request to Lessor for consent to each proposed assignment, sublease or other transfer, which request shall include the following information: (i) the name of the proposed transferee; (ii) a copy of the proposed assignment, sublease or other transfer documents; (iii) a description of the nature of the business to be conducted in the Premises by Lessee's proposed assignee, sublessee or other transferee; and (iv) such other information as Lessor may reasonably request.
- (c) Within ten (10) days after Lessor receives Lessee's written request for Lessor's consent to a proposed assignment, sublease or other transfer and all information as provided in this section, Lessor shall, by written notice to Lessee, grant or deny its consent to the proposed assignment, sublease or other transfer.
- (d) No assignment or subletting hereunder nor Lessor's consent thereto shall relieve Lessee from its obligations hereunder or Guarantor from liability under the Guaranty, and Lessee shall remain fully and primarily liable therefor. No assignment or subletting or occupancy shall affect the Permitted Uses.
- (e) Lessee agrees that if this Lease is in any way assigned, sublet or otherwise transferred in accordance with this Section 8.3, an administrative fee equal to Five-Hundred Dollars (\$500) shall be due and payable to Lessor at the time Lessor's consent to such assignment, transfer or subletting is executed and delivered to Lessee.
- (f) Notwithstanding the above provisions, Lessor understands that Lessee's Use of the Premise includes renting individual self-storage units, which does not constitute a sublease as contemplated in this Section 8.3.

ARTICLE IX

- 9.1 Default. In the event Lessee shall (each an "event of default") (a) fail to make any rental or other payment due hereunder within seven (7) days after same shall become due, or (b) if Lessee shall neglect or fail to perform or observe any of the other covenants or undertakings herein on its part to be performed or observed and such neglect or failure shall continue for thirty (30) days after notice to it from Lessor (provided, however, that for repeated defaults of the same nature. Lessee shall be in terminable default upon the third occurrence in any 12 month period without the delivery of any written notice thereof and with no opportunity to cure the default); or (c) if the default is other than a default under clause (a) above, or clauses (d) through (i) below, and is such that it cannot be cured within thirty (30) days, but is capable of being cured, and Lessee does not promptly and within said thirty (30) day period commence to cure such default. continue to pursue such cure diligently, and thereafter complete such cure within not more than ninety (90) days following notice of default; or (d) if proceedings for reorganization, reorganization, liquidation, or arrangement under the Bankruptcy Code of the United States, as amended, shall be filed by or against Lessee, or any guarantor of Lessee's obligations as indicated in Item 11 of the Definitions and Basic Data of this Lease (the Guarantor); or (e) if any other proceedings are instituted by or against Lessee or any Guarantor under any laws regarding bankruptcy, insolvency, or the protection of debtors, as amended from time to time, and not be dismissed within thirty (30) days; or (f) if Lessee or any Guarantor shall execute an assignment of its property for the benefit of its creditors; or (g) if a receiver, guardian, conservator, trustee or other similar officer shall be appointed with respect to Lessee or Guarantor or the property of Lessee or Guarantor and such appointment not be discharged within thirty (30) days; or (h) if the estate hereby created shall be taken or encumbered by attachment, execution or by other process of law and is not redeemed by Lessee within fifteen (15) days thereafter; or (i) Lessee or Guarantor dies, liquidates, dissolves or ceases to exist; or (k) misrepresentation by Lessee or Guarantor; then, except in the case of a default under clauses (d) or (e) above, in which event this Lease shall terminate automatically. Lessor may, immediately or at any time thereafter (notwithstanding any license or waiver of any former breach or waiver of the benefit hereof, or consent in a former instance), and without demand or notice, in person or by agent or attorney, enter the Premises or any part thereof and repossess the same as of its former estate, or terminate this Lease by written notice to Lessee, and in either event expel Lessee and those claiming through or under it and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedy which might otherwise be used for arrears of rent or breach of covenant, and upon entry or written notice of termination, or automatic termination, both as aforesaid, this Lease shall terminate and the Lessor, in addition to all other remedies which it may have at law (including an action for forcible entry and detainer), and not in limitation thereof, shall have the remedies provided in this Article IX.
- 9.2 Lessor's Remedies. If this Lease shall be terminated as provided in Section 9.1 hereof, Lessee shall forthwith pay to Lessor as damages for Lessee's breach, in addition to all sums which were due under this Lease prior to the date of such termination and all sums as provided below in this Section 9.2, a sum equal to the amount by which the Base Rent and Additional Rent as provided below for the remainder of the term hereof (and of any exercised renewals thereof) exceeds the fair market rent of the Premises for the remainder of the term (and of any exercised renewals of this Lease), and in addition thereto will further reimburse and indemnify Lessor and hold Lessor hamless during the remainder of said term and of any

exercised renewals thereof against all loss, cost and damage suffered by Lessor in connection with such termination, however caused, first deducting any damages paid as provided above, the loss, cost and damage, if any, for each month during the remainder of the term and of any renewals thereof to be paid on the first day of each month. For the purposes of computing damages payable pursuant to this Section 9.2, it is agreed that there shall be payable to Lessor as part of such damages at the time of such termination the product of the Additional Rent due with respect to Taxes and Common Areas Charges for the most recently ended fiscal, calendar or lease year, as the case may be, multiplied by the number of years or portions thereof remaining of the term hereof, it being assumed that the amount of such Additional Rent payments so payable for the most recently ended fiscal, calendar year or lease year would have remained constant for each subsequent year of the full term hereby granted. Lessee also agrees (i) to indemnify and save Lessor harmless from and against all expenses which Lessor may incur in connection with Lessee's default, including, without limitation, legal expenses, reasonable attorneys' fees (which includes fees incurred in connection with monitoring, intervening in and appearing in any bankruptcy proceedings involving Lessee), brokerage fees and the cost of putting the Premises in good order or preparing the same for rental; and (ii) that Lessor may re-let the Premises or any part or parts thereof, either in the name of Lessor or Lessee for a term or terms which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term and of any renewal thereof and may grant concessions or free rent. The failure of Lessor to re-let the Premises or any part or parts thereof shall not release or affect Lessee's liability for damages. Any suit brought to collect the amount of deficiency for any month or other period shall not prejudice in any way the right of Lessor to collect the deficiency for any subsequent month or period by a similar proceeding. Lessor, at Lessor's option, may make such alterations, repairs, replacements and decorations to and on the Premises as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not operate or be construed to release Lessee from liability hereunder. Lessor shall in no event be liable in any way for failure to re-let the Premises, or, if the Premises are re-let, for failure to collect the rents due under such re-letting.

Lessor shall use commercially reasonable efforts to mitigate damages in the event of Lessee's default, but only to the extent required by law.

- 9.3 No Waiver. The failure of Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease, no matter how long such failure shall exist, shall not be construed as a waiver or relinquishment for the future of such covenant or agreement or any other covenant or agreement, but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.
- 9.4 Removal of Property. Lessee agrees that, if upon termination of this Lease by expiration or otherwise, Lessee shall fail to remove any of its personal property from the Premises as provided for herein, Lessor shall be authorized, in its sole option, and in Lessee's name and on its behalf, to cause such property to be removed and placed in storage for the account and at the expense of Lessee, and Lessee hereby acknowledges and agrees that such entry and removal shall not be an illegal eviction. Prior to the removal of such property, Lessor may

15

charge Lessee a fair rental amount for the storage of such property. All sums payable by Lessee under this Article IX, and all legal fees and disbursements, taxes and costs of re-letting shall be deemed Additional Rent.

- 9.5 Right to Perform Covenants. Lessee covenants and agrees that, if it shall at any time fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, Lessor, in its sole discretion may after required notice to, or demand upon, Lessee, make any payment or perform any other act on the part of Lessee to be made and performed as in this Lease provided, in such manner and to such extent as Lessor may deem desirable in its sole discretion, and in exercising any such rights, Lessor may pay necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. The making of any such payment or the performing of any other act by Lessor pursuant to this Article shall not waive, or release the Lessee from, any obligations of Lessee in this Lease contained. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by Lessor shall be payable to Lessor on demand, and Lessee covenants to pay any such sum or sums promptly, and Lessor shall have the same rights and remedies in the event of the non-payment thereof by Lessee as in the case of default by Lessee in the payment of the Base Rent.
- 9.6 <u>Cumulative Remedies</u>. The specified remedies to which Lessor may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach by Lessee of any provisions of this Lease.
- 9.7 <u>Default</u>. Lessor shall not be deemed to be in default hereunder unless such default shall remain uncured for more than thirty (30) days following written notice from Lessee specifying the nature of such default, or such longer period as may be reasonably required to correct such default. Lessor's liability to keep, maintain and repair shall always be limited to the cost of making such repair or accomplishing such maintenance or repair. In no event whatsoever shall Lessor be liable for punitive, consequential or any indirect damages.
- 9.8 <u>Limitation of Lessor's Liability</u>. The obligations of Lessor hereunder shall be binding upon Lessor and each succeeding owner of Lessor's interest hereunder only during the period of such ownership, and Lessor and each succeeding owner shall have no liability whatsoever except for its obligations during each such respective period. Lessee hereby agrees for itself and each succeeding holder of Lessee's interest, or any portion thereof that any judgment, decree or award obtained against Lessor or any succeeding owner of Lessor's interest, which is in any manner related to this Lease, shall be satisfied out of Lessor's equity in the land and buildings then comprising the Facility owned by Lessor to the extent then owned by Lessor and such succeeding owner, and further agrees to look only to such assets and to no other assets of Lessor, or such succeeding owner, for satisfaction. Under no circumstance shall Lessor's officers, directors, shareholders, members, managers, partners, employees or principals be liable for any obligation or liability arising under or in connection with this Lease, and Lessee hereby waives all prospective claims against such parties.

16

ARTICLE X

Security Deposit. Lessee has deposited with Lessor, and Lessor hereby acknowledges receipt of, the security deposit in the amount set forth in Item 9 of the Definitions and Basic Data of this Lease, which shall be held by Lessor and may be commingled with other funds of Lessor, without accrual of interest, as security for the faithful performance by Lessee of all terms of this Lease by Lessee to be observed and performed. If any of the rents herein reserved or any other sum payable by Lessee to Lessor hereunder shall be overdue or unpaid, or should Lessor make payments on behalf of Lessee, or if Lessee shall fail to perform any of the terms of this Lease, then Lessor, at its option and without prejudice to or limitation of any other remedy which Lessor may have on account thereof, may without notice appropriate and apply so much of the security deposit as may be necessary to compensate Lessor, toward the payment of any rent or additional sum due hereunder or to any loss or damage sustained by Lessor due to such breach on the part of Lessee; and Lessee shall within ten (10) days of demand restore said security deposit to the original sum deposited. Should Lessee comply with all of the terms of this Lease and promptly pay all of the rentals and all other sums payable by Lessee to Lessor as they become due, said deposit shall be returned in full to Lessee at the end of the term. In the event of Bankruptcy or other creditor debt proceedings against Lessee, the security deposit shall be deemed to be first applied to the payment of rent and other charges due Lessor for all periods prior to the filing of such proceedings.

ARTICLE XI

- 11.1 <u>Broker</u>. Lessee warrants and represents that Lessee has dealt with no broker in connection with the consummation of this Lease other than Broker set forth in Item 10 of the Definitions and Basic Data of this Lease, and Lessor shall be obligated to pay a brokerage fee to Broker if, as, and when required by agreement between Lessor and Broker. In the event of any other brokerage claims against Lessor predicated upon prior dealings with Lessee, Lessee agrees to defend the same and indemnify and hold harmless Lessor against any such claim, including any attorneys' fees incurred by Lessor.
- 11.2 <u>Partial Invalidity</u>. The invalidity of any provision contained in this Lease shall not affect the remaining portions of this Lease, and if any such provision should be declared invalid by the final order, decree of judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provision had not been inserted in this Lease.
- 11.3 Holdover. If the Lessee remains in the Premises beyond the expiration of this Lease at the end of the term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but the Lessee shall be a tenant at sufferance only subject to all of the Lessee obligations set forth herein, but at a daily rate equal to two (2) times the Base Rent and Additional Rent and other charges provided for under this Lease. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will or a periodic tenancy, it being agreed that Lessee's status shall remain that of a lessee at sufferance, at the aforesaid daily rate. The foregoing provision shall not be interpreted as consent or permission by Lessor for Lessee to holdover at the termination or expiration of this Lease, and the terms of this holdover provision shall not preclude Lessor from

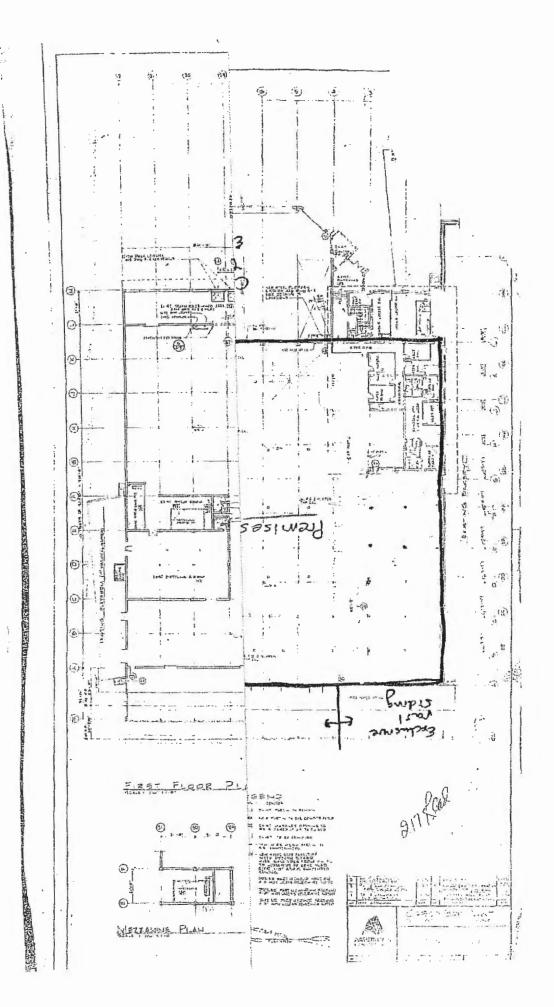
recovering any other damages which it incurs as a result of Lessee's failure to vacate the Premises at the termination of this Lease.

- 11.4 Penalty for Late Payments. Any and all sums due under this Lease from Lessee to Lessor and not paid on the date due shall bear interest from the date due at three (3) percentage points in excess of the Prime Rate of Bank of America, N.A., in Portland, Maine, adjusted as of the first day of each month, or an equivalent substitute rate, and such interest shall be deemed additional rent.
- 11.5 Notices. All notices, requests, consents, demands and other communications required, contemplated or which any party desires to give under this Lease shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified in this Lease (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or by certified mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt as confirmed by electronic confirmation of successful delivery; provided that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt.
- Entire Agreement; Miscellaneous. Lessee agrees that Lessor has not made any 11.6 statement, promise or agreement, directly or through its agents, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, of which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease supersedes and replaces all prior contracts, agreements, representations, and understandings between Lessor and Lessee with respect to the Premises. All payments of money from Lessee to Lessor required by this Lease are deemed to be additional rent. Lessor's and Lessee's obligations under this Lease are independent. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages hereof shall inure to, the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only, and shall not be interpreted to modify or limit the provisions hereof. This Lease shall be construed in accordance with the laws of the State of Maine.
- 11.7 JURY TRIAL WAIVER. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS LEASE, LESSEE, FOR ITSELF AND ITS SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS LESSEE MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LESSOR, OR LESSOR'S SUCCESSORS AND/OR ASSIGNS

BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as required by law on the day and year first above set forth.

WITNESS:	<u>LESSOR</u> : J. B. BROWN & SONS
	By: Vincent P. Veroneau Its President
WITNESS:	<u>LESSEE</u> : Read Street Self Storage, LLC
	By: Philip H. Crondin, Jr.
	Its Member Date: 6/10/1



CONDITIONAL ZONE AGREEMENT J. B. BROWN AND SONS

AGREEMENT made this ___ day of _____, 2008 by J. B. BROWN & SONS a Maine corporation with a principal place of business located at 482 Congress Street, Portland, Maine 04102 (hereinafter sometimes referred to as "DEVELOPER").

WITNESSETH

WHEREAS, DEVELOPER seeks to expand the allowable uses (add two uses) at property located at 215-237 Read Street and 0 Quarry Road, in the City of Portland and identified on the City of Portland on the Assessor's maps at the following Map, Block and Lot numbers (hereinafter referred to as the "PROPERTY"): 150-A-002; 150-A-003; 150-A-005; 150-A-006; 151-A-016; 150-A-008; 151-A-014; 151-A-023; 151-A-014; 151-A-015; and

WHEREAS, the PROPERTY contains existing warehousing and distribution facilities between 77,120 and 167,705 square feet with direct access to existing rail infrastructure; and

WHEREAS, the PROPERTY is located in the Industrial-Light ("I-L") zone which does not currently allow self storage facilities as a permitted use, nor does it allow distribution centers, warehouses or wholesale businesses in excess of 10,000 square feet total building area; and

WHEREAS, the purpose of this conditional rezoning is to allow self storage facilities as defined herein and distribution centers, warehouses or wholesale business facilities (with no outside storage permitted) larger than would otherwise be allowed in the I-L zone; and

WHEREAS, the Planning Board of the City of Portland, pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Code §§ 14-60 to 14-62, and after notice and hearing and due deliberation thereon, recommended the rezoning of the PROPERTY, subject, however, to certain conditions; and

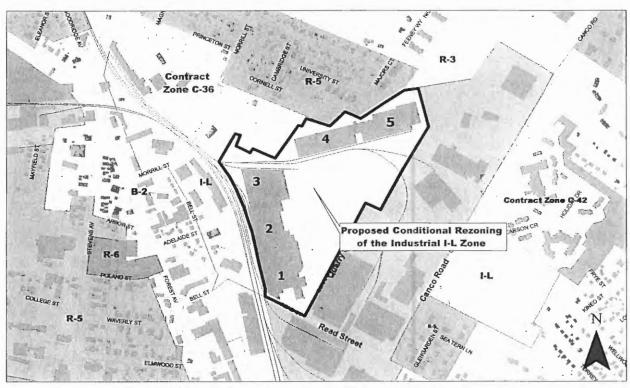
WHEREAS, the CITY by and through its City Council has determined that said rezoning would be and is pursuant to and consistent with the CITY'S comprehensive land use plan and will establish uses that are consistent with the uses in the original zones and the surrounding areas; and

WHEREAS, the CITY has determined that the proposed rezoning will not cause undue adverse environmental impacts, substantial diminution of the value or utility of neighboring structures, or significant hazards to the health or safety of neighboring residents; and

WHEREAS, on ______, 2008, the CITY authorized amendment to its Zoning Map based upon the terms and conditions contained within this Agreement, which terms and conditions, run with the land (i.e., the PROPERTY) and become part of the CITY's zoning requirements.

NOW, THEREFORE, in consideration of the rezoning, **DEVELOPER**, and its successors and assigns covenants and agrees as follows:

1. Effective thirty days from the affirmative vote of the City Council on rezoning the **PROPERTY**, by Council Order No. _____, the City amends the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Portland City Code, by adopting the map change amendment for the **PROPERTY** shown herein.



Proposed Conditional Rezoning of the I-L Industrial Zone to a Conditional I-L Industrial Zone:

217-239 Read Street, 215 Read Street Rear,

256 Canco Road, 0 Quarry Road and 0 Quarry Road Rear

January, 2008

2. The **PROPERTY** shall otherwise conform to the zoning requirements of the I-L zone with the exceptions noted herein:

a) Self storage facilities located in buildings situated on the **PROPERTY** shall be permitted uses within this zone provided the same receives change of use and site plan approval by the City of Portland. "Self storage facilities" shall mean:

Buildings, or portions thereof, rented or leased as individual storage spaces under a written rental agreement in which the tenant(s) or leaseholder(s) customarily stores and removes personal property on a self-service basis.

b) Distribution centers, warehouses or wholesale businesses in excess of 10,000 square feet total building area, with no outside storage permitted, shall be permitted uses within this zone.

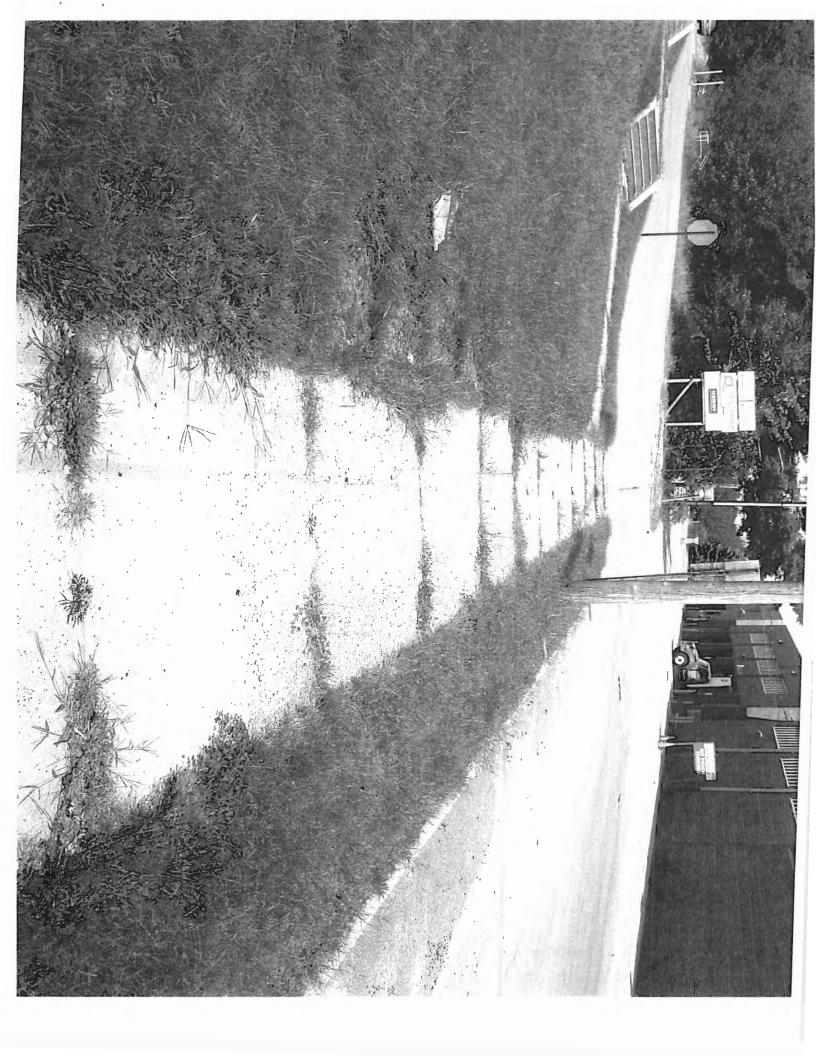
Parking spaces for the above described uses (a and b) shall be one parking space for every 5000 square feet of floor area or as otherwise approved by the Planning Board upon request of the applicant and based upon a parking analysis.

- 3. The **DEVELOPER** shall meet the performance standards of the I-L zone for the operation of all permitted uses on the **PROPERTY** and shall maintain and preserve the existing landscaped buffer between the **PROPERTY** and the adjoining residential zone(s) along the northerly property boundary.
- 4. Any development along the northerly property line (i.e. buildings labeled 4 and 5 in the above inset shall minimize impact(s) on abutting residential zone(s).
- 5. The **DEVELOPER** shall provide to the **CITY** a forty foot drainage and protective easement along its northerly property line. The easement shall prohibit **DEVELOPER** from all building, removal of vegetation, (except to the extent of keeping clear the existing means of egress and adjacent walkway) development or expansion within this area. The drainage and protective easement also shall grant permission to the **CITY** to make drainage, stream and/or storm water management improvements within the easement area (including the installation of any pipes, conduits, structures etc.) deemed necessary by the **CITY** for its overall watershed management initiatives.
- 6. The above stated provisions are an essential part of the rezoning, shall bind and benefit **DEVELOPER**, its successors and assigns and the **PROPERTY** and shall inure to the benefit of and be enforceable by the City, by and through its duly authorized representatives.
- 7. Within 60 days of the rezoning by the City Council, **DEVELOPER** shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the Property.

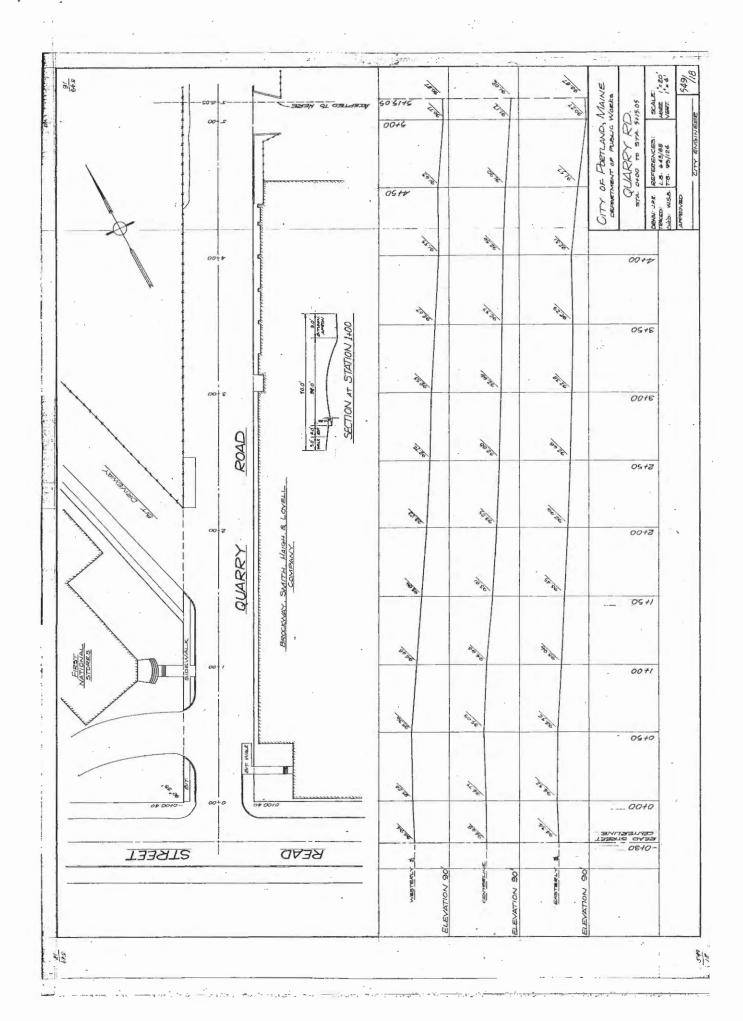
The **DEVELOPER** shall provide to the **CITY** the Book and Page number of said recording.

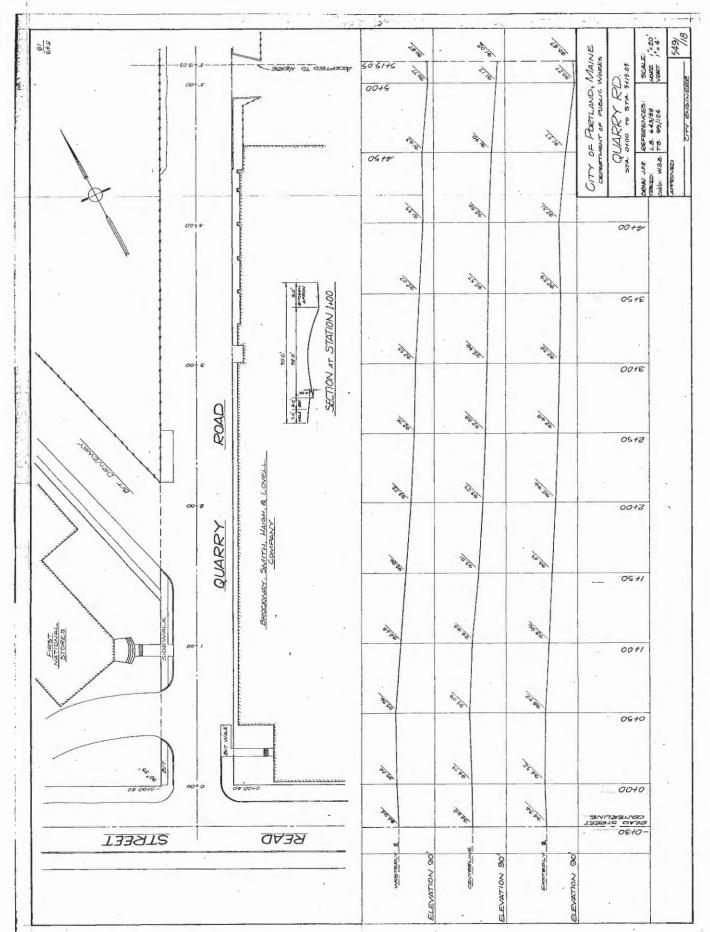
- 8. If any of the provisions or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
- 9. Except as expressly modified herein, the development, use, and occupancy of the subject premises shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
- 10. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A MRSA 4452) and City Ordinance. Following any determination of a zoning violation by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Contract Rezoning be modified or the PROPERTY rezoned.

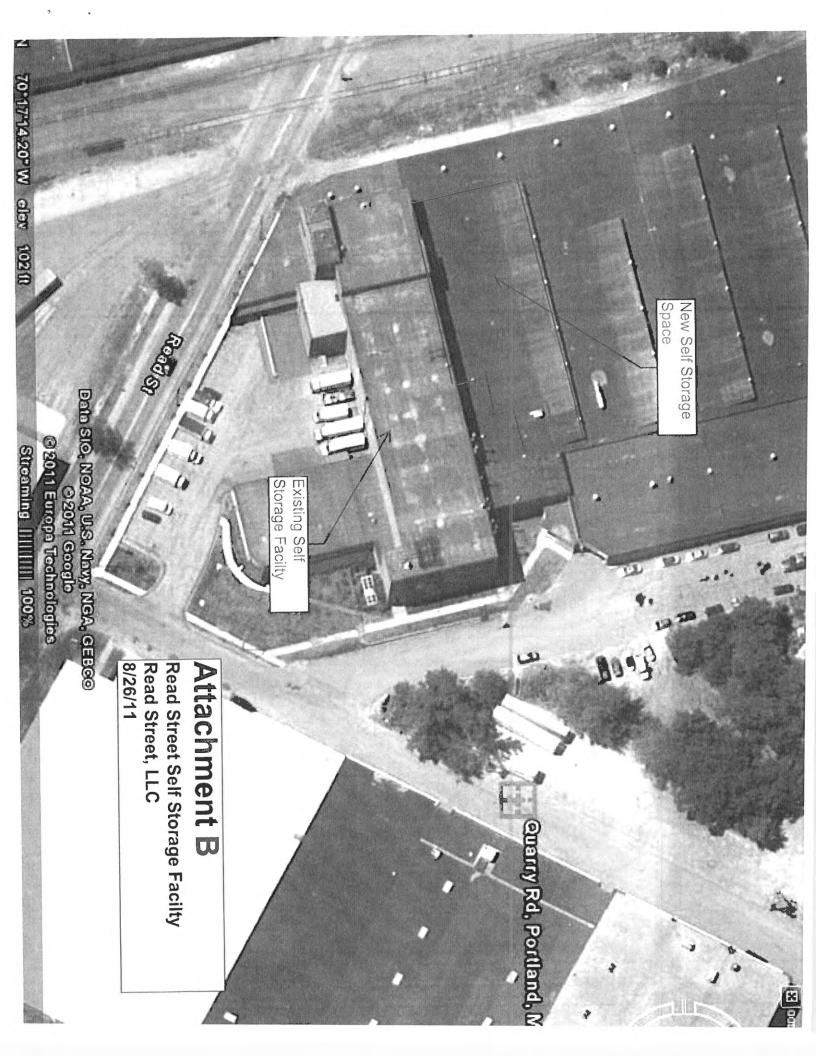
Dated this day of	, 2008.	J.B.BROWN & SONS
		By: Vincent P. Veroneau
		Its: President
State of Maine		
Cumberland, ss.	Da	ate:
Personally appeared the ab	oove-named	, Vincent P. Veroneau, in
his capacity as	*****	President of J.B.BROWN & SONS and
acknowledged the foregoinand the free act and deed o	-	his free act and deed in his said capacity NS.
	Notary Pu	blic









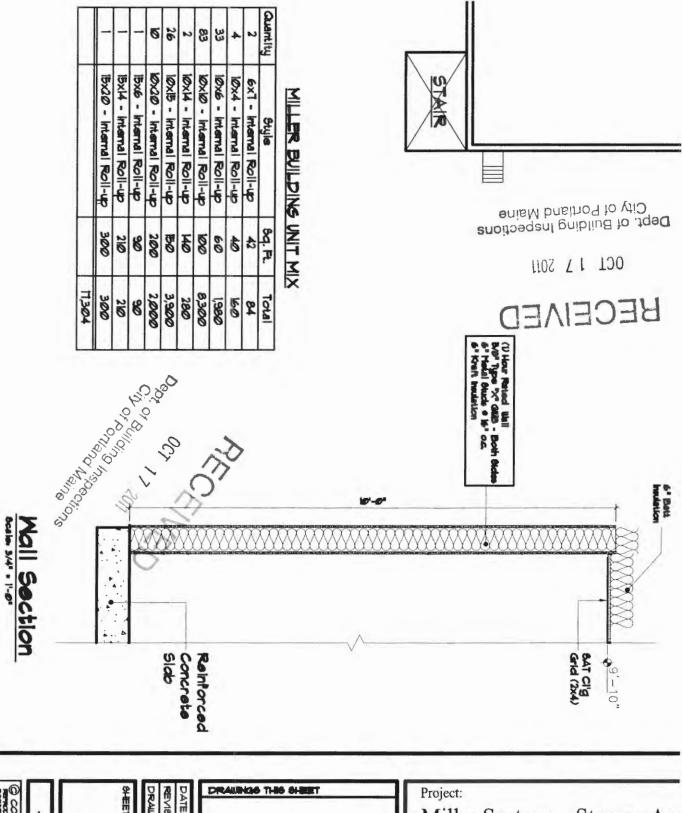


MAINLAND STRUCTURES CORP.

1 7

11A Bartlett Road, Gorham, ME 04038 • Phone: 207-856-1817 • Fax: 207-856-2825

- Mainland Structures is the authorized agent and applicant for permit for Read St. LLC, and J.B. Brown in Sons for the property located at 40 Quarry Rd.
- The Proposed use of the structure is for self-storage; IBC 2003, Section 311, Group S-1
- Square footage of proposed self-storage set up is 30k s.f..
- Existing fire protection; building equipped with sprinkler fire suppression system monitored by protection one.





DATE: 08/06/20 REVISION DATE: DRAWN BY: J

FIRST FLOOR -LIFE SAFETY PLAN

Miller Systems - Storage Are

40 QUARRY ROAD (CONNECTS TO 217 READ ST PORTLAND, MAINE

Contractor:

MAINLAND STRUCTURES

11 A bartlett Road Gorham, ME 04038

MILLER BUILDING SYSTEMS

Read Street Conversion

Included items

26 gauge galvalume plus interior partitions designed to provide resistance to smudging, staining and corrosion.

Interior structural steel is galvanized.

Jambs between interior doors are white flush structural steel.

Hallway walls and partition walls are held at 9' tall.

26 gauge interior roll-up doors with corrugated door headers. 20 colors are available with a 20 year manufacturer's paint warranty.

Tension control and ball-bearings included for all roll up doors.

16 gauge wire mesh with angle supports for security over all units.

All unit doors are quoted as roll ups.

High gloss white standard interior hallway system which includes the top and bottom trim, inside and outside corners and white corrugated hallway walls. Wire mesh for security over all units.

Girt at midpoint of vertical hallway panels to provide extra support for partitions.

3'8" x 6'8" interior corrugated roll-up doors with corrugated headers on 5' wide units. (20 year manufacturer's paint warranty).

8'8" x 6'8" interior corrugated roll-up doors with corrugated headers on 10' wide units. (20 year manufacturer's paint warranty).

Anchor bolts to fasten the bottom tracks into concrete floor.

Installation by Miller Certified Crew per Miller's erection manual (5 year parts and labor single source warranty).

Standard industry latches.

All above manufacturer's warranties are available upon request.

Delivery and unloading.

Excluded Items

Freight costs incurred by additional phasing due to either site considerations or customer requests. Labor or materials to cut and fit frames around any mechanical components (sprinklers, HVAC ...).

	20 1	N	16	8	11	30	89	Quantity	
	10x7.5 Non Standard	5x6 Non Standard	10x6 Non Standard	10x5 - Internal Rollup	10x20 - Internal Rollup 200 SF	10x15 - Internal Rollup 150 SF	10×10 - Internal Rollup 100 SF	Style	Limer, paranial out a lix
				Rollup	Rollup	Rollup	Rollup		Other
	75	30 SF	60 SF	50 SF	200	150	100	Sq Ft	XIII
	75 SF	SF	SF	SF	SF	SF	SF	t 4	
18520 SF	1500 SF	60	960 SF	400 SF	2200 SF	4500 SF	8900 SF	Total	
SF	35	60 SF	SF	35	SE	SF	SF	اد	

Table 1 One-Hour Fire-Rated Loadbearing Wood-Frame Wall Assemblies

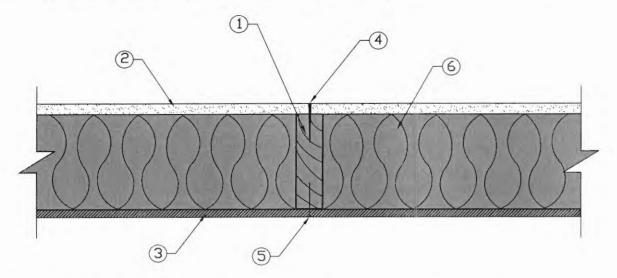
			Assemblies Rated From Both S	ides	
Studs	Insulation		Sheathing on Both Sides	Fasteners	Details
2x4 @ 16" o.c.	3½" mineral wool batts		5/8" Type X Gypsum Wallboard (H)	21/4" #6 Type S drywall screws @ 12" o.c.	WS4-1.1
2x6 @ 16" o.c.	(none)	5/8" Type X Gypsum Wallboard (H)		21/4" #6 Type S drywall screws @ 7" o.c.	
2x6 @ 16" o.c.	5½" mineral wool batts	5/8" Type X Gypsum Wallboard (H)		21/4" #6 Type S drywall screws @ 12" o.c.	WS6-1.2
2x6 @ 16" o.c.	R-19 fiberglass insulation	5/8" Type X Gypsum Wallboard (V)		21/4" #6 Type S drywall screws @ 12" o.c.	WS6-1.4
	Asser	nblie	s Rated From One Side (Fire o	n Interior Only)	
		Sheathing			
Studs	Insulation	1	Sneatning	Fasteners	
Studs 2x4 @ 16" o.c.	Insulation 3½" mineral wool batts	1	5/8" Type X Gypsum Wallboard (H)	Fasteners 21/4" #6 Type S drywall screws @ 12" o.c.	WS4-1.2
		I E			WS4-1.
2x4 @ 16" o.c.	3½" mineral wool batts 4 mil polyethylene		5/8" Type X Gypsum Wallboard (H)	21/4" #6 Type S drywall screws @ 12" o.c.	
2x4 @ 16" o.c.	3½" mineral wool batts	E	5/8" Type X Gypsum Wallboard (H) 3/8" wood structural panels (V)	21/4" #6 Type S drywall screws @ 12" o.c. 6d common nails @ 6" edges/12" field	
2x4 @ 16" o.c.	3½" mineral wool batts 4 mil polyethylene	E	5/8" Type X Gypsum Wallboard (H) 3/8" wood structural panels (V) 5/8" Type X Gypsum Wallboard (V)	2¼" #6 Type S drywall screws @ 12" o.c. 6d common nails @ 6" edges/12" field 6d cement coated box nails @ 7" o.c.	
2x4 @ 16" o.c. 2x4 @ 16" o.c.	3½" mineral wool batts 4 mil polyethylene	E	5/8" Type X Gypsum Wallboard (H) 3/8" wood structural panels (V) 5/8" Type X Gypsum Wallboard (V) ½" fiberboard (V)	2¼" #6 Type S drywall screws @ 12" o.c. 6d common nails @ 6" edges/12" field 6d cement coated box nails @ 7" o.c. 1½" roofing nails @ 3" edges/6" field	WS4-1.3
2x4 @ 16" o.c. 2x4 @ 16" o.c.	3½" mineral wool batts 4 mil polyethylene 3½" mineral wool batts	E	5/8" Type X Gypsum Wallboard (H) 3/8" wood structural panels (V) 5/8" Type X Gypsum Wallboard (V) ½" fiberboard (V) 3/8" hardboard shiplapped panel siding	21/4" #6 Type S drywall screws @ 12" o.c. 6d common nails @ 6" edges/12" field 6d cement coated box nails @ 7" o.c. 11/2" roofing nails @ 3" edges/6" field 8d galv. nails @ 4" edges/8" field	WS4-1.3
	3½" mineral wool batts 4 mil polyethylene 3½" mineral wool batts	E E	5/8" Type X Gypsum Wallboard (H) 3/8" wood structural panels (V) 5/8" Type X Gypsum Wallboard (V) 1/2" fiberboard (V) 3/8" hardboard shiplapped panel siding 5/8" Type X Gypsum Wallboard (H)	2¼" #6 Type S drywall screws @ 12" o.c. 6d common nails @ 6" edges/12" field 6d cement coated box nails @ 7" o.c. 1½" roofing nails @ 3" edges/6" field 8d galv. nails @ 4" edges/8" field 2½" #6 Type S drywall screws @ 12" o.c.	WS4-1.3

Table 2 Two-Hour Fire-Rated Loadbearing Wood-Frame Wall Assemblies

			Assemblies Rated From E	Both Sides	
Studs	Insulation		Sheathing on Both Sides	Fasteners	Details
2x6 @ 24" o.c. 5½" mineral wool batts	5½" mineral wool batts	В	5/8" Type X Gypsum Wallboard (H)	21/4" #6 Type S drywall screws @ 24" o.c.	WS6-2.1
	F	5/8" Type X Gypsum Wallboard (H)	21/4" #6 Type S drywall screws @ 8" o.c.		
		B- Bas	H- applied horizontally with vertical jo	pints over studs F- Face layer sheathing	

WS6-1.3 One-Hour Fire-Resistive Wood-Frame Wall Assembly

2x6 Wood Stud Wall - 100% Design Load - ASTM E 119/NFPA 251



- 1. Framing Nominal 2x6 wood studs, spaced 16 in. o.c., double top plates, single bottom plate
- 2. Interior Sheathing 5/8 in. Type X gypsum wallboard, 4 ft. wide, applied horizontally. Horizontal joints are unblocked. Horizontal application of wallboard represents the direction of least fire resistance as opposed to vertical application.
- 3. Exterior Sheathing 7/16 in. wood structural panels (oriented strand board), applied vertically, horizontal joints blocked
- 4. Gypsum Fasteners 2-1/4 in. #6 Type S drywall screws, spaced 12 in. o.c.
- 5. Panel Fasteners 6d common nails (bright) 12 in. o.c. in the field, 6 in. o.c. panel edges
- 6. Insulation 5-1/2 in. thick mineral wool insulation (2.5 pcf, nominal)
- 7. Joints and Fastener Heads Wallboard joints covered with paper tape and joint compound, fastener heads covered with joint compound

Tests conducted at the Fire Test Laboratory of National Gypsum Research Center Test No: WP-1244 (Fire Endurance & Hose Stream) February 25, 2000

Third Party Witness: Intertek Testing Services Report J99-27259.2

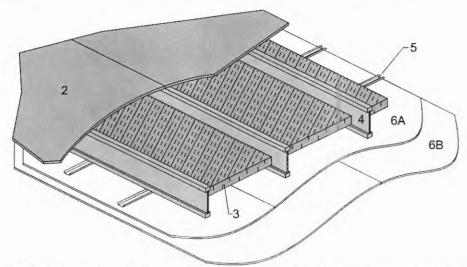
This assembly was tested at 100% design load, calculated in accordance with the 2005 National Design Specification® for Wood Construction. The authority having jurisdiction should be consulted to assure acceptance of this report.

Table 3 One-Hour Fire-Rated Wood Floor/Ceiling Assemblies

		Wood I-	Jo	ist Assemblies		
Joists	Insulation	Furring	T	Ceiling Sheathing	Fasteners	Detail
joists @ 24" o.c. Min. flange depth: 1-1/2" Min. flange area: 5.25 sq. in. Min. web thickness: 3/8" Min. I-joist depth: 9-1/4"	1-1/2" mineral wool batts (2.5 pcf-nominal) Resting on hat-shaped channels	Hat-shaped channels	F	5/8* Type C Gypsum Wallboard (GWB)	1-1/8" Type S drywall screws spaced 12" o.c. in GWB field spaced 8" o.c. at GWB end joints (see fastening details)	<u>W</u> IJ-1.:
joists @ 24" o.c. Min. flange depth: 1-1/2" Min. flange area: 5.25 sq. in. Min. web thickness: 7/16" Min. I-joist depth: 9-1/4"	1-1/2" mineral wool batts (2.5 pcf-nominal) Resting on resilient channels	Resilient channels	F. Commission	5/8* Type C Gypsum Wallboard (GWB)	1" Type S drywall screws spaced 12" o.c. in GWB field spaced 8" o.c. at GWB end joints (see fastening details)	WIJ-1.2
joists @ 24" o.c. Min. flange depth; 1-5/16" Min. flange area; 2.25 sq. in. Min. web thickness: 3/8" Min. I-joist depth: 9-1/4"	2* mineral wool batts (3.5 pcf-nominal) Resting on 1x4 setting strips	Resilient channels	F	5/8* Type C Gypsum Wallboard (GWB)	1-1/8" Type S drywall screws spaced 7" o.c. in GWB field spaced 7" o.c. at GWB end joints (see fastening details)	WIJ-1.3
joists @ 24" o.c. Min. flange depth: 1-1/2" Min. flange area: 3.45 sq. in. Min. web thickness: 3/8" Min. I-joist depth: 9-1/4"	1* mineral wool batts (6 pcf-nominal) Resting on hat-shaped channels under I-joist bottom flange	Hat-shaped channels supported by CSC clips	F	1/2* Type C Gypsum Wallboard (GWB)	1* Type S drywall screws spaced 12* o.c. in GWB field spaced 6* o.c. at GWB end joints (see fastening details)	WIJ-1.4
joists @ 24" o.c. (none) Min. flange depth: 1-1/2" Min. flange area: 2.25 sq. in. Min. web thickness: 3/8" Min. I-joist depth: 9-1/4"	(none)	(none)	В	1/2* Type C Gypsum Wallboard (GWB)	1" Type S drywall screws spaced 12" o.c. in GWB field spaced 12" o.c. at GWB end joints	WIJ-1.5
			F	1/2* Type C Gypsum Wallboard (GWB)	1-5/8" Type S drywall screws spaced 12" o.c. in GWB field spaced 8" o.c. at GWB end joints 1-1/2" Type G drywall screws spaced 8" o.c. at GWB end joints (see fastening details)	
joists @ 24* o.c. (none) Min. flange depth: 1-5/16* Min. flange area: 1.95 sq. in. Min. web thickness: 3/8* Min. I-joist depth: 9-1/2*	(none)	Resilient channels	В	1/2* Type X Gypsum Wallboard (GWB)	1-1/4" Type S drywall screws spaced 12" o.c. in GWB field spaced 12" o.c. at GWB end joints	WIJ-1.6
		F	1/2* Type X Gypsum Wallboard (GWB)	1-5/8" Type S drywall screws spaced 12" o.c. in GWB field spaced 12" o.c. at GWB end joints 1-1/2" Type G drywall screws spaced 8" o.c. at GWB end joints (see fastening details)		
joists @ 24" o.c. Min. flange depth; 1-1/2" Min. flange area: 2.25 sq. in.	Fiberglass batts Resting on resilient channels	Resilient channels	В	1/2* Type X Gypsum Wallboard (GWB)	1-1/4" Type S drywall screws spaced 12" o.c. in GWB field spaced 12" o.c. at GWB end joints	WIJ-1.7
Min. web thickness: 3/8* Min. I-joist depth: 9-1/2*				1/2* Type X Gypsum Wallboard (GWB)	1-5/8" Type S drywall screws spaced 12" o.c. in GWB field spaced 12" o.c. at GWB end joints 1-1/2" Type G drywall screws spaced 8" o.c. at GWB end joints (see fastening details)	

WIJ-1.7 One-Hour Fire-Resistive Ceiling Assembly

Floor^a/Ceiling - 100% Design Load - 1 Hour Rating - ASTM E 119 / NFPA 251



- 1. Floor Topping (optional, not shown): Gypsum concrete, lightweight or normal concrete topping.
- 2. Floor Sheathing: Minimum 23/32 inch thick tongue-and-groove wood sheathing (Exposure 1). Installed per code requirements with minimum 8d common nails.
- 3. Insulation: Fiberglass insulation placed between I-joists supported by the resilient channels.
- 4. Structural Members: Wood I-joists spaced a maximum of 24 inches on center.

Minimum I-joist flange depth: 1-1/2 inches Minimum I-joist web thickness: 3/8 inch Minimum I-joist flange area: 2.25 inches² Minimum I-joist depth: 9-1/2 inches

See ASTM D 5055-07 for qualification requirements.

- 5. Resilient Channels: Minimum 0.019 inch thick galvanized steel resilient channel attached perpendicular to the bottom flange of the I-joists with one 1-1/4 inch drywall screw. Channels spaced a maximum of 16 inches on center [24 inches on center when I-joists are spaced a maximum of 16 inches on center].
- 6. Gypsum Wallboard: Two layers of minimum 1/2 inch Type X gypsum wallboard attached with the long dimension perpendicular to the resilient channels as follows:
 - **6a.** Wallboard Base Layer: Base layer of wallboard attached to resilient channels using 1-1/4 inch Type S drywall screws at 12 inches on center.
 - **6b. Wallboard Face Layer:** Face layer of wallboard attached to resilient channels through base layer using 1-5/8 inch Type S drywall screws spaced 12 inches on center. Edge joints of wallboard face layer offset 24 inches from those of base layer. Additionally, wallboard face layer attached to base layer with 1-1/2 inch Type G drywall screws spaced 8 inches on center, placed 1-1/2 inches from face layer end joints.
- 7. Finish System (not shown): Face layer joints covered with tape and coated with joint compound. Screw heads covered with joint compound.

Fire Test conducted at National Research Council of Canada Report No. A-4219.13.2 March 23, 1998

		STC and IIC	Sound Ratin	gs for Listed A	ssembly		The same
1	Without Gypsui	n Concrete			With Gypsum	Concrete	
Cushioned Vinyl Carpet & Pad		Cushione	d Vinyl	Carpet & Pad			
STC	IIC	STC	IIC	STC	IIC	STC	IIC
59	50	55 b	68 b	65	51	63 b	65

This assembly may also be used in a fire-rated roof/ceiling application, but only when constructed exactly as described.

b STC and IIC values estimated by David L. Adams Associates, Inc

ADDENDUM A - LESSOR'S WORK

Lessor shall improve in compliance with applicable federal, state and local laws and ordinances, the Premises in accordance with the following items:

Lessor to provide the premises in "broom clean" condition.

ADDENDUM B -- LESSEE'S WORK

Any and all modification to the building by Lessee or Lessee's agent shall be submitted to Lessor for its approval prior to commencement of work. Lessee agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances. Lessee agrees that all such modifications and work are partial consideration for this Lease and automatically shall become Lessor's property upon completion thereof and are not removable by Lessee as trade fixtures.

Lessee's proposed work includes (See Exhibit A for floor plan):

1350943_1.DOC

Read St. Self Storage - Punch List

Electrical

In 217 Read St. loading dock area; plug two knock-outs at elect. (Panel near fire door)

Punch out arrow on existing exit sign at loading dock

Add illuminated exit sign over loading dock egress door

Disconnect switch at fan (on/off) aisle of E72 and plug an open knock-out

Take down exit sign over office area door

*Lighted Exit Sign over Man Door in Quarry Rd. loading dock

Emergency Bkup light labeled LP 3 not coming on or charging.

Junction box over E11 open knockouts

Secure outlet strip on party wall (quarry rd. side)

Covers holes, clean-up stray wires...housekeeping stuff.

Building

Add locks to office area doors

Spec on Fire Foam used at top of new drywall partitions.

Fire Dept.

Add Fire extinguisher at man door 217 Read St. loading dock (mount on left side of door)

SURV letter of compliance

Sprinkler report

Sticker on Alarm Panel?

J.B. Brown

Lighted Exit Sign over Man Door in Quarry Rd. loading dock

Plan of action for PFD detailing an action plan for the 3 private fire hydrants on their property