

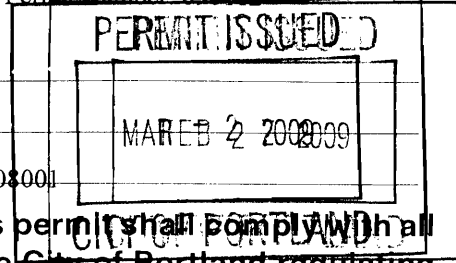
DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: 090112



This is to certify that ANGIE'S SERVICE INC

has permission to Change of use from Nail Salon to Retail work

AT 804 WASHINGTON AVE

City of Portland 163 A008001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise red-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. H. Bourbon

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Chip H 3/2/09
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

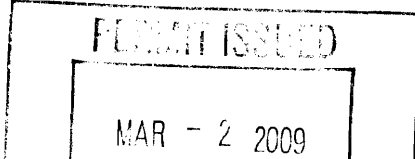
Permit No: 09-0112	Issue Date: 3/2/09	CBL: 163 A008001
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Location of Construction: 804 WASHINGTON AVE	Owner Name: ANGIE'S SERVICE INC	Owner Address: 10 E BRIDGE ST	Phone:
Business Name: Victory's	Contractor Name:	Contractor Address:	Phone
Lessee/Buyer's Name Viktor Blazevic	Phone: 207-939-7135	Permit Type: Change of Use - Commercial	Zone: B-1/R-5

Past Use: Commercial - Nail Salon	Proposed Use: Commercial - Retail - Grocery Store - Tenant fit-up for grocery store	Permit Fee: \$90.00	Cost of Work: \$7,000.00	CEO District: 4
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: M Type: SB IBC-2003	

Proposed Project Description: Change of use from Nail Salon to Retail w/ tenant fit up	Signature: (RG)	Signature: CL 3/2/09
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: _____ Date: _____		

Permit Taken By: Ldobson	Date Applied For: 02/13/2009	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 2/23/09 <i>APM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABM</i>
			

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0112	Date Applied For: 02/13/2009	CBL: 163 A008001
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Location of Construction: 804 WASHINGTON AVE	Owner Name: ANGIE'S SERVICE INC	Owner Address: 10 E BRIDGE ST	Phone:
Business Name: Victory's	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name Viktor Blazevic	Phone: 207-939-7135	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Retail - Grocery Store - Tenant fit-up for grocery store	Proposed Project Description: Change of use from Hair Salon to Retail w/ tenant fit up
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 02/23/2009

Note: Permit #08-0911 was for a change of use from nail salon to video store. A certificate of occupancy was never issued and the video store never opened. Since a certificate of occupancy was never issued the legal use remained a nail salon and this permit needs to be a change of use to retail. **Ok to Issue:**

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

Dept: Building **Status:** Approved with Conditions **Reviewer:** Chris Hanson **Approval Date:** 03/02/2009

Note: **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 2) Separate Permits shall be required for any new signage.
- 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 02/24/2009

Note: **Ok to Issue:**

- 1) All means of egress to remain accessible at all times
- 2) All construction shall comply with NFPA 101

Comments:

2/13/2009-Ldobson: HOLDING FOR LEASE AGREEMENT

2/17/2009-Ldobson: Spoke w/ tenant again in regards to a letter of permission. Said will get it over to us right away. LJD Spoke w/ Katie Prop Mgmt - 207-773-7100 She said she would send over letter of permission

2/23/2009-Ldobson: Received Lease agreement



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.

Location/Address of Construction: <u>804 WASHINGTON AVE.</u>		
Total Square Footage of Proposed Structure/Area <u>420</u>	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# <u>163</u> Block# <u>A</u> Lot# <u>8</u>	Applicant * must be owner, Lessee or Buyer * Name <u>VIKTOR BLAZEVIC</u> Address <u>68 INVERNESS ST.</u> City, State & Zip <u>PORTLAND ME 04103</u>	Telephone:
Lessee/DBA (If Applicable) <u>Victory's</u> <u>Viktor Blazevic</u>	Owner (if different from Applicant) Name <u>ANGIES SERVICE LLC</u> Address <u>10 EAST BRIDGE</u> City, State & Zip <u>WESTBROOK ME 04092</u>	Cost Of Work: <u>\$2,000</u> C of O Fee: \$ _____ Total Fee: \$ <u>90</u>
Current legal use (i.e. single family) <u>Hair Salon</u> 4100 STORE Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: <u>grocery store</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Change of use</u> <u>TENANT F-AT-UP FOR GROCERY STORE</u>		
Contractor's name: _____ Address: _____ City, State & Zip _____		Telephone: <u>(207) 775-0342</u> <u>(207) 712-8273</u> <u>(207) 712-8887</u>
Who should we contact when the permit is ready: <u>VIKTOR BLAZEVIC</u>		Telephone: <u>(207) 939-7135</u>
Mailing address: <u>SEE ABOVE</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: Viktor Blazevic Date: 2-13-09

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

Angie's Service, Inc.
10 East Bridge Street
Westbrook, Maine
04092

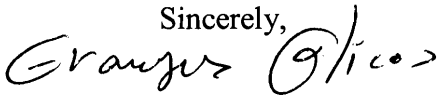
Lannie Dobson
Admin. Assist.
Planning Department
389 Congress Street, Room 308
Portland, Maine 04101

RE: 804 Washington Avenue, Portland, Maine

Dear Ms. Dobson,

I am giving Viktor and Blazenka Blazevik permission to operate a grocery store in property I own at 804 Washington Avenue. No food will be prepared in the space, only pre-packaged food will be sold. They intend to put some shelving in the middle of the space and a counter for the cash register but otherwise they will not be changing the layout of the space or affixing additional shelving to the walls.

Sincerely,

A handwritten signature in cursive script that reads "Angie Glicos".

Angie Glicos
Owner

RE. 804 WASH.

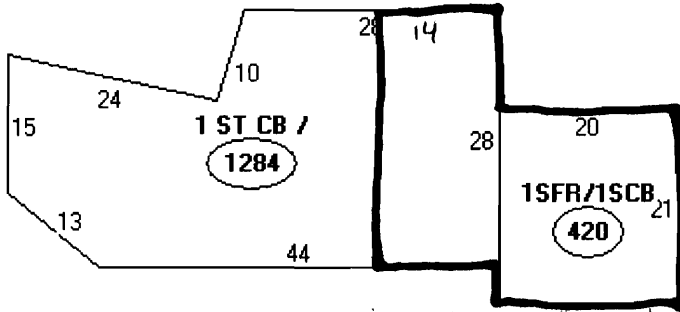
304 Washington Ave

Descriptor/Area

A: 1 ST CB /
1284 sqft

B: 1SFR/1SCB
420 sqft

OCEAN AVE.



WASHINGTON AVE.

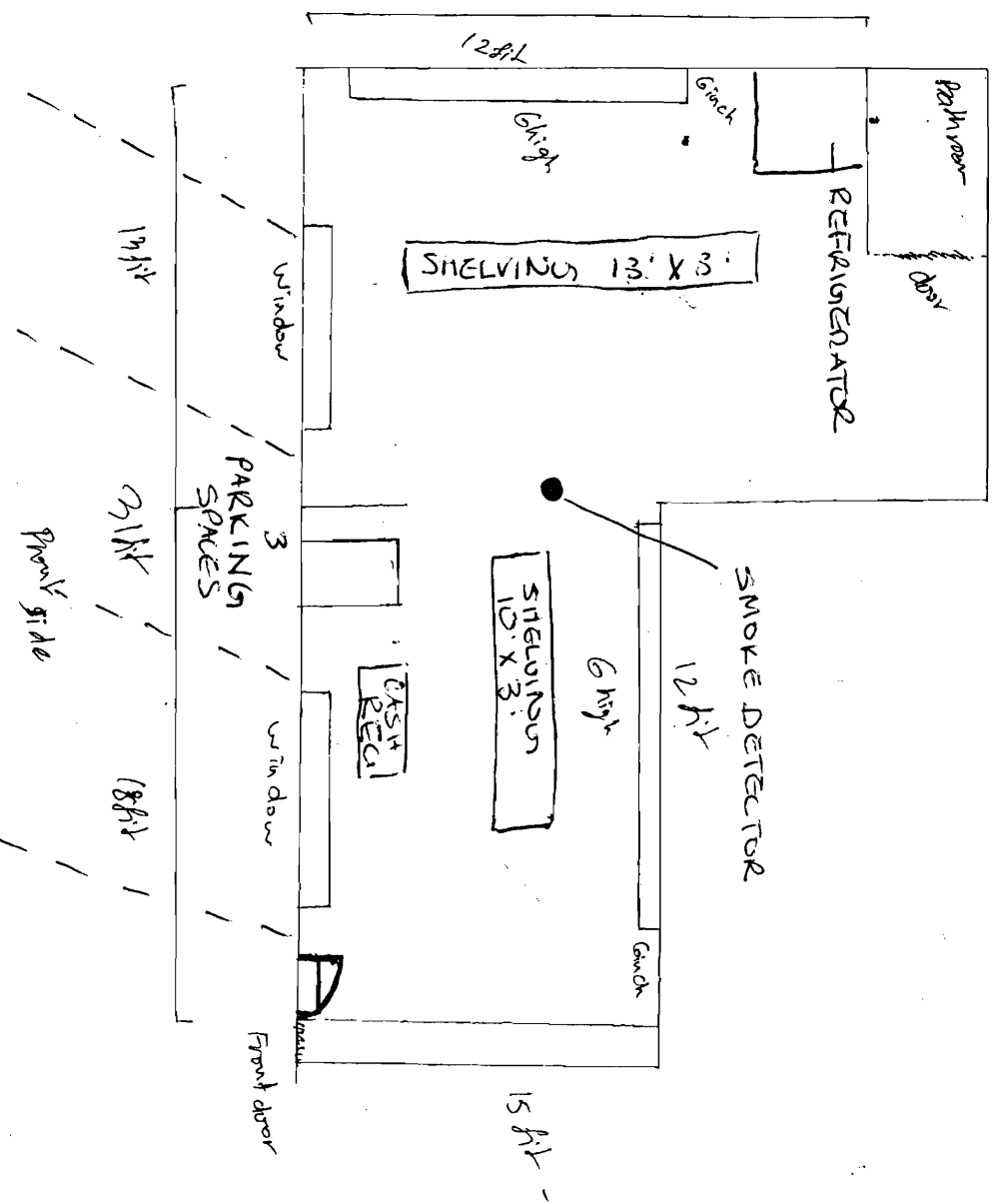
$$\begin{array}{r}
 20 \times 21 = 420 \\
 14 \times 28 = 392 \\
 \hline
 812 \text{ d}
 \end{array}$$

don't need parking

Victory's - 804 Washington Avenue

- Grocery - no food served

- 1 smoke detector
- 3 parking spaces
- 1 entrance
- Windows are 10.5 x 6' each
- Concrete block exterior walls and dividing walls



* See dimensions on exterior wall.

B-1 AND B-1b
NEIGHBORHOOD BUSINESS ZONES
Traffic Analysis Report

The proposed use at 804 Washington Ave, Portland,
Maine, consuming approximately 812 square feet of area,

Is / Is Not

estimated to produce in excess of 100 peak vehicle trips.
As a result, a traffic study

Is / Is Not required.

2/18/09
Dated

Thomas A. Fred
Traffic Engineer
City of Portland

Change of use to group store.

COMMERCIAL LEASE/ MODIFIED GROSS LEASE

1. PARTIES: Angie’s Service, Inc., with a mailing address of 10 East Bridge Street, Westbrook, Maine 04092 (“LANDLORD”), hereby leases to Viktor Blazevic d/b/a “Victory’s”, (“TENANT”) whose address is 68 Inverness Street, Portland, Maine 04103 and the TENANT hereby leases from LANDLORD the below-described leased premises:

2. LEASED PREMISES: The leased premises are deemed to contain 750 ± square feet. The leased premises are located at 804 Washington Avenue, Portland, Maine together with the right to use in common with others entitled thereto, the hallways, stairways, elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in “as is” condition except if specifically set forth to the contrary in this lease.

3. TERM: The Term of this lease shall be for one (1) year, unless sooner terminated as herein provided, commencing on March 1, 2009 and ending on February 28, 2010. Tenant shall be given access to the space beginning February 17, 2009.

4. RENT: The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1 _____	\$ <u>12,000.00</u>	\$ <u>1,000.00</u>

FEB 23 2009

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: Angie’s Service, Inc. 10 East Bridge Street, Westbrook, Maine 04092.

If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION: So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for two (2) one (1) year options. In order to exercise TENANT’S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

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

29. MISCELLANEOUS: If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

30. BROKERAGE: Landlord shall pay NAI The Dunham Group in accordance with the signed listing agreement.

31. OTHER PROVISIONS: TENANT agrees that it shall not make any alterations to the premises including but not limited to removing existing shelving or installing additional shelving.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 20th day of February, 2009.

TENANT:

LANDLORD:

Viktor Blazevik
Legal Name of Tenant

Angie's Service, Inc / Evangelos Galicos
Legal Name of Landlord

Viktor Blazevic
Signature

Evangelos Glicos
Signature

Viktor Blazevic
Name/Title

Evangelos Glicos
Name/Title

Kelli B. Ac
Witness to Tenant

Kelli B. Ac
Witness to Landlord

F:\TEMPLATES\LEASES\MCAR COMM GROSS LEASE.doc

RECEIVED