

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

Location of Construction: 41 Hutchins Dr		Owner: CADCAM Assoc.		Phone: 774-2112		Permit No: 981382	
Owner Address: SAA		Lessee/Buyer's Name: Woodard & Curran		Phone:		BusinessName:	
Contractor Name: Frank Marston		Address: 143 Mitchell Rd C.E. 04107		Phone: 767-5456		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: DEC - 9 1998 CITY OF PORTLAND </div>	
Past Use: Warehouse space		Proposed Use: conference room		COST OF WORK: \$ 10,000.00 FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>		PERMIT FEE: \$ 70.00 INSPECTION: Use Group: B Type: 900A/96 Signature: <i>[Signature]</i>	
Proposed Project Description: Interior Renovation/Conference Room				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____			
Permit Taken By: SP		Date Applied For: 30 November 1998					

Zone: I-L CBL: 238A-A-001

Zoning Approval: *[Signature]*

Special Zone or Reviews

Shoreland
 Wetland
 Flood Zone
 Subdivision
 Site Plan maj minor mm

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: 9

Frank K Marston
238-A-A-1

CERTIFICATE

I hereby certify that I am the owner of record of the named property, or that the person authorized by the owner to make this application as his authorized agent and I agree that if a permit for work described in the application is issued, I certify that the code official will enforce the provisions of the code at all areas covered by such permit at any reasonable hour to enforce the provisions of the code.

SIGNATURE OF APPLICANT

ADDRESS:

PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

PHONE:

CEO DISTRICT

3

BUILDING PERMIT REPORT

DATE: 5 Dec, 98 ADDRESS: 41 Hutchins DR. CBL 238A-A-9811

REASON FOR PERMIT: Interior Renovations Warehouse (S&T) To Conformance (B)

BUILDING OWNER: CADCAM ASSOC.

CONTRACTOR: Frank Manito

PERMIT APPLICANT: ?

USE GROUP B BOCA 1996 CONSTRUCTION TYPE I B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1 *2 *15 *19 *20 *24 *26 *31

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
 - 2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
 - 2.6 Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
 - 3. Precaution must be taken to protect concrete from freezing. Section 1908.0
 - 4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
 - 5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
 - 6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
 - 7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
 - 8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
 - 9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
 - 10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4

238A-1001



Joseph E. Gray Jr.
Director

CITY OF PORTLAND

July 20, 2000

Randy Tome
Cad-Cam Associates
41 Hutchins Drive
Portland, ME 04103

re: 41 Hutchins Drive Parking Lot Construction

Dear Mr. Tome:

On June 21, 2000 the Portland Planning Authority approved the site plan application for the parking lot construction at 41 Hutchins Drive. .

The proposed site plan was found to be in conformance with the Site Plan Ordinance of the Land Use Code.

Please note the following provisions and requirements for all site plan approvals:

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 1.7% of the guarantee amount must be submitted to and approved by the Planning Division and Public Works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Works representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.

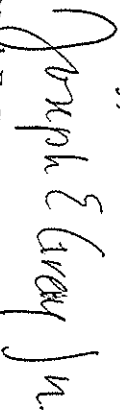
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5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

The Development Review Coordinator (who is located at DeLuca Hoffman at 775-1121) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,



Joseph E. Gray, Jr.

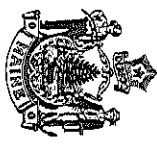
Director of Planning and Urban Development

cc:

Alexander Jaegerman, Chief Planner
Sarah Hopkins, Senior Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Nancy Knauber, Associate Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
✓ Inspection Department
Lee Urban, Director of Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File



State of Maine
 Department of Public Safety
 Construction Permit



238A-1-001

Reviewed
 for Barrier
 Free

10754

Not Sprinkled

WOODARD & CURRAN OFFICE EXPANSION

Located at: 41 HUTCHINS DRIVE
 PORTLAND
 Occupancy/Use: BUSINESS

Permission is hereby given to:

WOODARD & CURRAN
 41 HUTCHINS DRIVE
 PORTLAND, ME 04102

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. no departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 19th of October 2000

Dated the 20th day of April

A.D. 2000

Commissioner

Fee: \$150.00
 \$50.00

Copy-3 Code Enforcement Officer

Comments:

Code Enforcement Officer
 PORTLAND, ME

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

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

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

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

Location/Address of Construction (Include Portion of Building):		411 Hubbards Dr.	
Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number	Owner:	Telephone#:	
Chart# 238A Block# A Lot# D01	CAD CAM Assoc.	774-2112	
Owner's Address:	(Lessee Buyer's Name (If Applicable))	Cost Of Work:	Fee
Same as above	Woodard & Curran	\$ 10,000	\$ 70
Proposed Project Description: (Please be as specific as possible)			
Conference Room			
Contractor's Name, Address & Telephone Frank Wurston 143 Mitchell Rd CE, 04107 767-5455 Rec'd By FR			
Current Use: Warehouse space	Proposed Use: Conference Room		

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

• All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.

• All plumbing must be conducted in compliance with the State of Maine Plumbing Code.

• HVAC (Heating, Ventilation and Air Conditioning) Installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with your application:

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

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

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

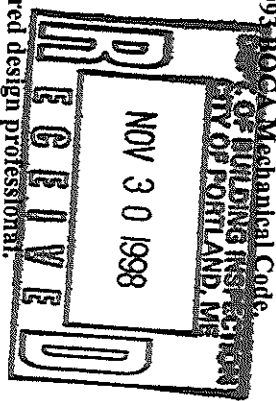
- A complete set of construction drawings showing all of the following elements of construction:
 - Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
 - Floor Plans & Elevations
 - Window and door schedules
 - Foundation plans with required drainage and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

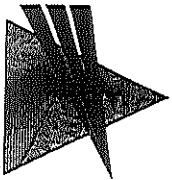
Certification

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

Signature of applicant:	Date:
<i>Frank Wurston</i>	11/30/98

Building Permit Fee: \$25.00 for the 1st \$1000.00 cost plus \$5.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum





WOODARD & CURRAN
Engineering • Science • Operations

CORPORATE OFFICES: Maine, Massachusetts,
New Hampshire, New York, Connecticut, Florida, Georgia
Operational offices throughout the U.S.

August 24, 2006

#060874 20

Jean Fraser
City of Portland
389 Congress Street
Portland, ME 04101

2006-0120
238 A1001

→ Inspection

41 Hutchins Dr.

Re: Woodard & Curran Building Addition
Major Site Plan Modification - Additional Information

Jim Symons OK

26

Dear Jean:

with retaining wall /
open draft.

On behalf of the joint applicants, CAD/CAM Associate submitting 7 copies of additional information associated with Major Site Plan for the Woodard & Curran Building Addition. The major site plan application was originally submitted September 21, 2005, and approved by the Planning Board on March 14, 2006. The Modification application was submitted on June 19, 2006.

The purpose of this submission is to provide additional information regarding a few items that required clarification. The information enclosed within this application for modification includes the Site Plan, the Utility Plan, and the retaining wall submittal with related information. Specifically, the information addresses the following items:

Building Footprint and Floor Area

Updated square footages for the building footprint and total floor area have been added to Sheet C201 Proposed Site Plan and Sheet C202 Proposed Utility Plan.

Identification of Existing Fire Hydrant

As a matter of clarification, the existing hydrant next to the main entrance has been called out on Sheet C202 Proposed Utility Plan. While the hydrant has been present on previous versions of the plan, it has not been specifically called out.

Stone Strong Retaining Wall

The Stone Strong product will be used for the retaining walls along the access drive around the building addition and along the expansion of the north parking lot. The product was reviewed by the Geotechnical Engineer, who recommended the product be approved. During our internal discussions we felt the fencing indicated in the contractor's submittal was unnecessary and requested that it be removed. A copy of the contractor's submittal, with our mark ups, has been included with this submission. A copy of an email from the Geotechnical Engineer, recommending acceptance of the product, has also been included.

During the contractor's meetings with the Code Enforcement Officer (CEO), the CEO determined that the fencing was in fact necessary along the access drive to the rear of the new addition. As a

DELL C.A. HOEFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

■ ROADWAY DESIGN
■ ENVIRONMENTAL ENGINEERING
■ TRAFFIC STUDIES AND MANAGEMENT
■ PERMITTING
■ AIRPORT ENGINEERING
■ SITE PLANNING
■ CONSTRUCTION ADMINISTRATION

MEMORANDUM

TO: Code Enforcement
Kandi Talbot, Planner

FROM: Chris Earle, Construction Representative
Reviewed by Steve Bushey, P.E., Acting Development Review Coordinator

DATE: November 14, 2000

RE: Certificate of Occupancy – 41 Hutchins Drive (Parking Lot)

On November 14, 2000, the site was reviewed for compliance with the conditions of approval.

It is our opinion that a permanent certificate of occupancy could be issued, assuming neither Code Enforcement nor Public Works has any outstanding issues.

II-3
2384 A001

ELECTRICAL PERMIT

City of Portland, Me.



CPM

(V)

To the Chief Electrical Inspector, Portland Maine:
 The undersigned hereby applies for a permit to make electrical installations
 in accordance with the laws of Maine, the City of Portland Electrical Ordinance,
 National Electrical Code and the following specifications:

Date 8-24-00

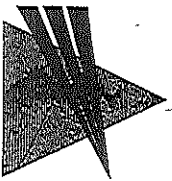
Permit # 748

CBL# 2381A-A-601

LOCATION: 41 HUTCHINS DRIVE METER MAKE & # _____
 CMP ACCOUNT # _____ OWNER WOODARD & CURRAN
 TENANT WOODARD & CURRAN PHONE # _____

							TOTAL EACH FEE
OUTLETS	Receptacles	Switches	Smoke Detector				.20
FIXTURES	Incandescent	Fluorescent	Strips				.20
SERVICES	Overhead	Underground	TTL AMPS	<800	1	15.00	15.00
	Overhead	Underground		>800		25.00	25.00
Temporary Service	Overhead	Underground	TTL AMPS				25.00
METERS	(number of)						25.00
MOTORS	(number of)						1.00
RESID/COM	Electric units						2.00
HEATING	oil/gas units	Interior	Exterior				1.00
APPLIANCES	Ranges	Cook Tops	Wall Ovens				5.00
	Insta-Hot	Water heaters	Fans				2.00
	Dryers	Disposals	Dishwasher				2.00
	Compactors	Spa	Washing Machine				2.00
MISC. (number of)	Others (denote)						2.00
	Air Cond/win						2.00
	Air Cond/cent		Pools				3.00
	HVAC	EMS	Thermostat				10.00
	Signs						5.00
	Alarms/res						10.00
	Alarms/com						5.00
	Heavy Duty(CRKT)						15.00
	Circus/Carnv						2.00
	Alterations						25.00
	Fire Repairs						5.00
	E Lights						15.00
	E Generators						1.00
PANELS	Service	Remote	Main				20.00
TRANSFORMER	0-25 Kva						4.00
	25-200 Kva						5.00
	Over 200 Kva						8.00
INSPECTION:	MINIMUM FEE/COMMERCIAL 45.00	TOTAL AMOUNT DUE	MINIMUM FEE	35.00			245.00
	Will be ready _____	or will call _____					

CONTRACTORS NAME B.H. MILLIKEN MASTER LIC. # MC 60016837
 ADDRESS 175 ANDERSON ST. PORTLAND 04101 LIMITED LIC. # _____
 TELEPHONE 879-1877
 SIGNATURE OF CONTRACTOR *B.H. Milliken* FOR B.H. MILLIKEN



WOODARD & CURRAN
Engineering · Science · Operations

CORPORATE OFFICES: Maine, Massachusetts,
New Hampshire, Connecticut, Illinois, Florida
Operational offices throughout the U.S.

June 21, 2002

Sarah Greene Hopkins, Senior Planner
City of Portland
389 Congress Street
Portland, Maine 04101

RE: CAD-CAM Associates Application for Exemption from Site Plan Review and Building Permit
for Proposed Staircase between Parking Lots at 41 Hutchins Drive (CBL# 238A A 001) and
2331 Congress Street (CBL# 238A A 003 001)

Dear Sarah:

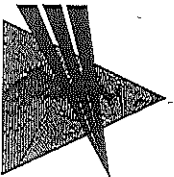
On behalf of the applicant, CAD-CAM Associates, we submit one original and two copies of the Application for Exemption from Site Plan Review (attached) with plans and related documentation for the Planning Authority's review. This submittal is made in accordance with Chapter 14 §253 Paragraph 4, Land Use, of the Code of Ordinances of the City of Portland, Maine. In addition, we are submitting one original and two copies of the All Purpose Building Permit Application (attached) as part of this application.

As stated above, the applicant is CAD-CAM Associates and their address is 41 Hutchins Drive, Portland, Maine, 04102. The primary contact for this project is Mr. Barry Sheff and I can be reached at Woodard & Curran. The estimated cost of this project is \$3,000.

Under this submittal, CAD-CAM Associates proposes to construct a staircase to provide employee access between its existing office at 41 Hutchins Drive and offices it is leasing at 2331 Congress Street, adjacent to the Hutchins Drive location. The adjacent properties to be affected by the project are both within the Stroudwater Estate Subdivision, lot #15 where the existing Woodard & Curran office building sits and lot #14 where Woodard & Curran is currently leasing office space. A copy of the lease agreement between Sunrise Properties LLC (landlord) and Woodard & Curran (tenant) for the office space is attached. Additionally, attached is a copy of a letter agreement authorizing Woodard & Curran to construct the staircase.

The proposed staircase shall be constructed of pressure-treated lumber as shown in the attached detail, sheet C-02. The staircase will connect the existing parking lots and is only required because of the grade differential between the two lots. The project includes some limited vegetation clearing to make space for the staircase and light earthwork only as required to revegetate any disturbed area. The proposed staircase will be directly adjacent to an existing light-fixture thus no additional lighting will be required. The location of the proposed staircase is depicted on the attached site plan, sheet C-01.

The staircase will provide safe access for employees between the two office buildings. Foot traffic between the buildings will be via the obvious route between the building entryways and the staircase. Traffic will generally be limited to employees and subcontractors working in the buildings as clients will be directed to the respective office location directly.



Sarah Greene Hopkins

June 21, 2002

Page 2 of 3

In support of and to clarify information depicted on the accompanying plans, we submit the following information in response to the criteria for exemption with Section 14-523(4):

§14-523(4)(a) Within Existing Structures: This criteria is not applicable. The proposed project is limited to a staircase and not a new building or building addition as defined by the Land Use Code.

§14-523(4)(b) Footprint Less Than 500 sq. ft.: Although not a building addition as defined by the Land Use Code, the staircase will occupy roughly 80 square feet, 4-foot wide on a slope length of roughly 20 feet.

§14-523(4)(c) No New Curb Cuts, Driveways, Parking Areas: The proposed project will not add any curb cuts, driveways, or parking areas. Site plans for the existing 41 Hutchins Drive and presumably for the 2331 Congress Street sites have been previously approved by the City. The proposed project will not disrupt existing circulation flows, on-site parking, or provide for drive-through services. As identified above, the staircase is intended to provide safe access for employees between the two office buildings.

§14-523(4)(d) Curbs and Sidewalks in Sound Condition: No curbing or sidewalks are in place in the area of the project within the public right-of-way along Hutchins Drive, and therefore this criteria is not considered applicable.

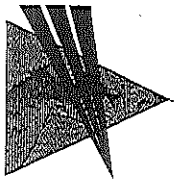
§14-523(4)(e) No Additional Parking / No Traffic Increase: Existing parking spaces associated with 41 Hutchins Drive are adequate to meet the demands of the full build-out of the building. In addition, the lease (attached) provides for a minimum of 40 existing parking spaces associated with the 2331 Congress Street office building. No additional parking will be required as part of this project. Regarding traffic generation, we anticipate no increases in traffic will be generated at 2331 Congress Street in excess of the previous tenants, or at our current location of 41 Hutchins Drive in excess of that originally permitted.

§14-523(4)(f) No Stormwater Problems: There are currently no known stormwater problems associated with either existing parcel. The construction of the staircase will not impact stormwater management on the two parcels.

§14-523(4)(g) Sufficient Property Screening: The parcels are bordered to the south by Congress Street; east by a large undeveloped forested area; north by Federal Express (with a treed buffer); and Hutchins Drive to the west. There are currently no evident deficiencies in existing screening from adjoining properties.

§14-523(4)(h) Adequate Utilities: Existing utility connections are adequate to serve the two parcels and no disturbance or improvements within the public right-of-way are proposed.

Please review the above and attached materials. We believe this submission is complete and ready for substantive review and approval. We look forward to receiving Exemption from Site Plan Review and



WOODARD & CURRAN
Engineering · Science · Operations

Sarah Greene Hopkins
June 21, 2002
Page 3 of 3

subsequently a Building Permit to complete the work. If you require additional information, please do not hesitate to contact me.

Very truly yours,

WOODARD & CURRAN, INC.

Barry S. Sheff, P.E.
Project Engineer

BSS/ls
990047.05

Attachments: Application for Exemption from Site Plan Review
Lease Agreement-Sunrise Properties LLC (Landlord) and Woodard & Curran (Tenant)
Authorization to Construct Staircase-Sunrise Properties LLC dated 12 June 2002
Sheet C-01-Site Plan
Sheet C-02 Staircase Detail
All Purpose Building Permit Application

All Purpose 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>41 HUTCHINS DRIVE PORTLAND ME 04102</u>	
Total Square Footage of Proposed Structure <u>80 SR. FT.</u>	Square Footage of Lot <u>209,060 SF ±</u>
Tax Assessor's Chart, Block & Lot Chart# <u>2301A</u> Block# <u>A</u> Lot# <u>001</u>	Owner: <u>CAD-CAM ASSOCIATES</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>CAD-CAM ASSOCIATES 41 HUTCHINS DRIVE PORTLAND, ME 04102 207 774-2112</u>
Current use: <u>OFFICES (PROFESSIONAL)</u>	Cost Of Work: \$ <u>3000</u> Fee: \$ <u>44</u>
If the location is currently vacant, what was prior use: <u>N/A</u>	
Approximately how long has it been vacant: <u>N/A</u>	
Proposed use: <u>SAME</u>	
Project description: <u>STAIRCASE TO PROVIDE ACCESS BETWEEN OFFICES AT 41 HUTCHINS DRIVE AND 2331 CONGRESS STREET, ADJACENT PROPERTIES</u>	
Contractor's name, address & telephone: <u>FREDERICKS CONTRACTING 37 WATERHOUSE ROAD GORHAM, ME 04038 207 839 8050</u>	
Who should we contact when the permit is ready: <u>BARRY SHEFF</u>	
Mailing address: <u>WOODARD & CURRAN 41 HUTCHINS DRIVE PORTLAND, ME 04102</u> <u>PHONE 207 274-4445</u>	
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>207 774-2112</u>	

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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

Signature of applicant: <u>Ferny Sull</u>	Date: <u>6/19/02</u>
---	----------------------

This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

**MAINE COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE (NET LEASE)**

1. PARTIES
(fill in)

Sunrise Properties, LLC with a mailing address of
44 Elm Street, Camden, ME (LANDLORD),
hereby leases to Woodard and Curran, Inc.
with a mailing address of 41 Hutchins Drive, Portland, ME 04102
(TENANT), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES
(fill in and include, if applicable, suite number, floor number, and square feet)

The Premises are deemed to contain 11,000 +/- square feet. The Premises are located at 2331 Congress Street, Portland, ME, rear building presently occupied by Clark Associates Insurance.

together with the right to use in common, with others entitled thereto, the hallways, stairways and 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
(fill in)

The term of this lease shall be for Five (5) years, unless sooner terminated as herein provided, commencing on or before May 1, 2002, ~~xxxx~~ and ending on or before April 30, 2007.

4. RENT
(fill in)

The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
Year 1	\$82,500.00	\$6875.00
Year 2	\$115,500.00	\$9625.00
Year 3	\$126,500.00	\$10,541.67
Year 4	\$132,000.00	\$11,000.00
Year 5	\$137,500.00	\$11,458.33

payable in advance in equal monthly installments on the first day of each month during the term, 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: 44 Elm Street, Camden, ME 04843. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms 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. See Addendum.

5. RENEWAL OPTION
(fill in or delete)

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 Five (5) years. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of his 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: 3% annual escalators

Lease Year(s)	Annual Base Rent	Monthly Rent
Year 1	\$82,500.00	\$6875.00
Year 2	\$115,500.00	\$9625.00
Year 3	\$126,500.00	\$10,541.67
Year 4	\$132,000.00	\$11,000.00
Year 5	\$137,500.00	\$11,458.33

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT
(fill in)

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Six Thousand Eight Hundred Seventy Five Dollars (\$6,875.00), which shall be held as a security for the Tenant's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT A. TAXES
(fill in)

TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, 50 percent of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

B. OPERATING COSTS
(fill in)

The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, 50 percent of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerning) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air-conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation, property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. The TENANT'S share of operating expenses shall be prorated should this lease be in effect with respect to only a portion of any calendar year. See Addendum

14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the

8. UTILITIES

The TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank serving the leased premises exclusively and all charges for telephone and other communication systems used at, and supplied to, the leased premises. The LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable hot and air conditioning. If installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above), so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service, if installed as part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LANDLORD's control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

9. USE OF LEASED PREMISES (fill in)

The TENANT shall use the leased premises only for the purpose of office space.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make accessible alterations, improvements or installations to the building, and/or accommodations in TENANT's use thereof required by law or any public authority as a result of TENANT's use or occupancy of the premises; TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry hereupon that the leased premises are in good and satisfactory order, repair or condition, and covenants during said term and further time as the TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

The LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repairs made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT. TENANT shall pay all costs therefor.

12. ALTERATIONS-ADDITIONS

The TENANT shall not make any alterations or additions, or permit the making of any holes in any part of the building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building or permit anyone except the TENANT to use any part of the leased premises for desk space or for mailing or without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any alteration or description to be placed against the building, the premises or any portion thereof, and in case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same. This provision shall not be interpreted as meaning that the TENANT has any authority or power to permit any alteration, improvement or addition to be placed upon the LANDLORD's title or interest in the building, any nature or description to attach to or to be placed upon the LANDLORD's title or interest in the building, premises, or any portion thereof.

13. ASSIGNMENT-SUBLEASING (revise if applicable)

The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or subject or demise the leased premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance (which consent shall not be unreasonably withheld) (cross out if not applicable). In any case in which the TENANT shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of stock of a corporate TENANT or the change of control of a corporate TENANT shall not constitute an assignment of this lease.

without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate, and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of relitigating the Leased Premises including real estate commissions and costs of renewing the Premises to suit any new tenant.

20. NOTICE

Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.

21. SURRENDER

The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD or those claiming by, through or under the LANDLORD.

22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that TENANT will at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive the expiration or earlier termination of this lease.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD.

24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over the LANDLORD'S rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.

25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this lease.

28. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns.

LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request 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 or 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 submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.

29. BROKERAGE
(fill in)
TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Steve Baumann/The Bowdos Co. ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

30. OTHER PROVISIONS
(fill in or delete)
It is also understood and agreed that:
See Addendum

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties herunto set their hands and seals this 5th day of July, 192002

TENANT: Shoquad & Curran Inc LANDLORD: Sumise Popshes LLC
Legal Name of Tenant Legal Name of Landlord
Judy A Frank Signature Matthew W. Owe Signature

Judy Knapp - VP Finance NAME/TITLE MATTHEW OWE - MANAGER NAME/TITLE
Judy X Knapp Signature Matthew W Owe Signature
Witness to Tenant Witness to Landlord

GUARANTY
(fill in or delete)
For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, N/A (GUARANTOR) does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly or severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

Addendum to Lease Between
Sunrise Properties LLC, Landlord
and Woodard and Curran, Inc., Tenant
for 2331 Congress Street, Portland, ME 04101

4. Rent -- The commencement of this Lease shall be between January 1, 2002 and May 1, 2002. Tenant shall be given ample notice of when Clark Associates Insurance plans to vacate the space. Upon Occupancy, Tenant and Landlord shall sign an Amendment to the Lease stipulating the Commencement Date.
5. Renewal Option -- Upon Renewal, Tenant shall receive \$5.00 per SF for a cosmetic Tenant Improvement Allowance.
7. Rent Adjustment: B. Operating Costs -- Operating expenses for the property are estimated to be \$4.37/SF for 2001.

13. Assignment and Subleasing - Tenant shall not be permitted to assign this Lease or sublet the Leased Premises or any part thereof without Landlord's prior written consent such consent not to be unreasonable withheld or delayed. In the event of any sublease or assignment, Tenant shall obtain market rental rates for the Leased Premises and Tenant shall remain primarily liable for the Lease. Landlord shall receive all rent received by Tenant in excess of the base rent herein. In the event Tenant acquires excess rent from Sub-Tenant and Landlord approves of said Sub-Tenant, then Landlord shall release Tenant from its lease obligation. Landlord shall have the right to recapture the space and release Tenant from its Lease obligation for the portion of the Leased Premises to be subleased or assigned rather than approve any sublease or assignment of the Lease. Notwithstanding the above, Tenant shall have the right to freely assign or sublease the Leased Premises to affiliates or subsidiaries so long as Tenant remains primarily liable for the Lease and so long as this provision continues for any subsequent non-affiliated assignment or sublease.

30. Opportunity to Lease Contiguous Space -- Tenant shall be provided an ongoing opportunity to lease space as it becomes available at the property during Tenant's initial lease term and all Renewal Periods. Landlord agrees to notify Tenant in writing when space is anticipated to become available and Tenant shall have twenty one (21) days to decide whether or not to lease additional space. Landlord agrees to give Tenant as much notice as is reasonable. If Tenant elects not to take space, Landlord shall be permitted to lease to another tenant.

The lease rate for contiguous space will be set at the rate in effect per this agreement.

SMC 7/5/01

MMW 7/16/01

31. Parking - Tenant shall be allocated 50% of the parking at the property, which shall be a minimum of forty (40) spaces.

End of Addendum.

SEEN AND AGREED TO

WOODARD AND CURRAN, INC., Tenant

By: Quincy Frank
Its: VUGY KNABE
VP - Finance

Date 7/5/01

SUNRISE PROPERTIES LLC, Landlord

By: Matthew W. Oane
Its: Manager

Date 7/11/01

Sunrise Properties LLC(Landlord) of the property at 2331 Congress Street in Portland, Maine hereby grants Woodard & Curran Inc(Tenant) permission to construct a staircase connecting the existing parking lots of 41 Hutchins Drive and 2331 Congress Street.

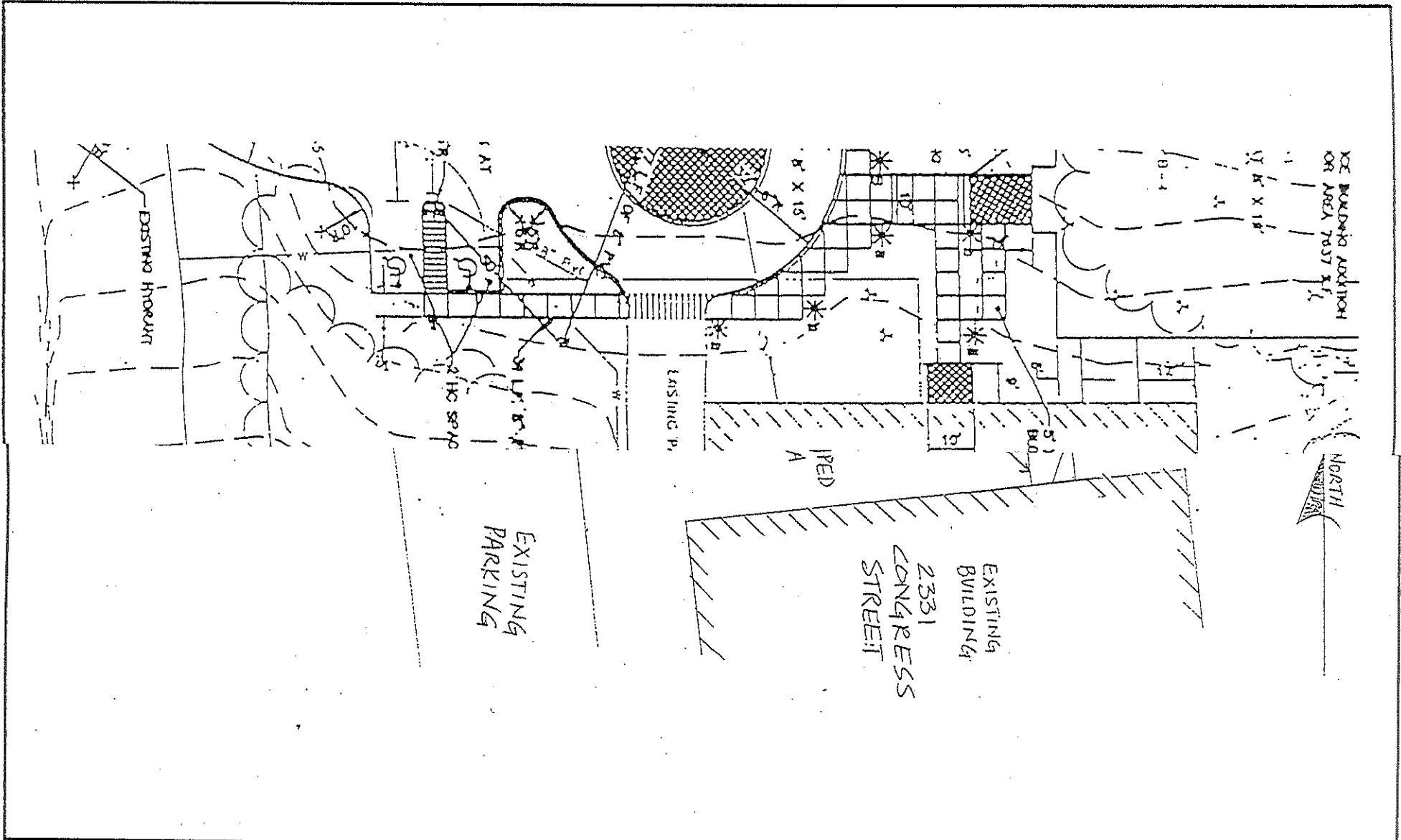
The staircase will provide safe access for employees between the two office buildings and is required because of the grade differential between the two lots. The staircase shall be constructed of pressure-treated lumber or similar building materials. The project includes some limited tree clearing to make space for the staircase and light earthwork only as required to revegetate the disturbed area. The proposed staircase will be directly adjacent to an existing light-fixture (in the parking lot of 2331 Congress Street) and thus no additional lighting will be required. Woodard & Curran will acquire the appropriate permits and will construct the staircase at their own cost.

Authorized by:

Sunrise Properties LLC, Landlord

By: Matthew W. Orr
Its: Manager

Date 6/11/02



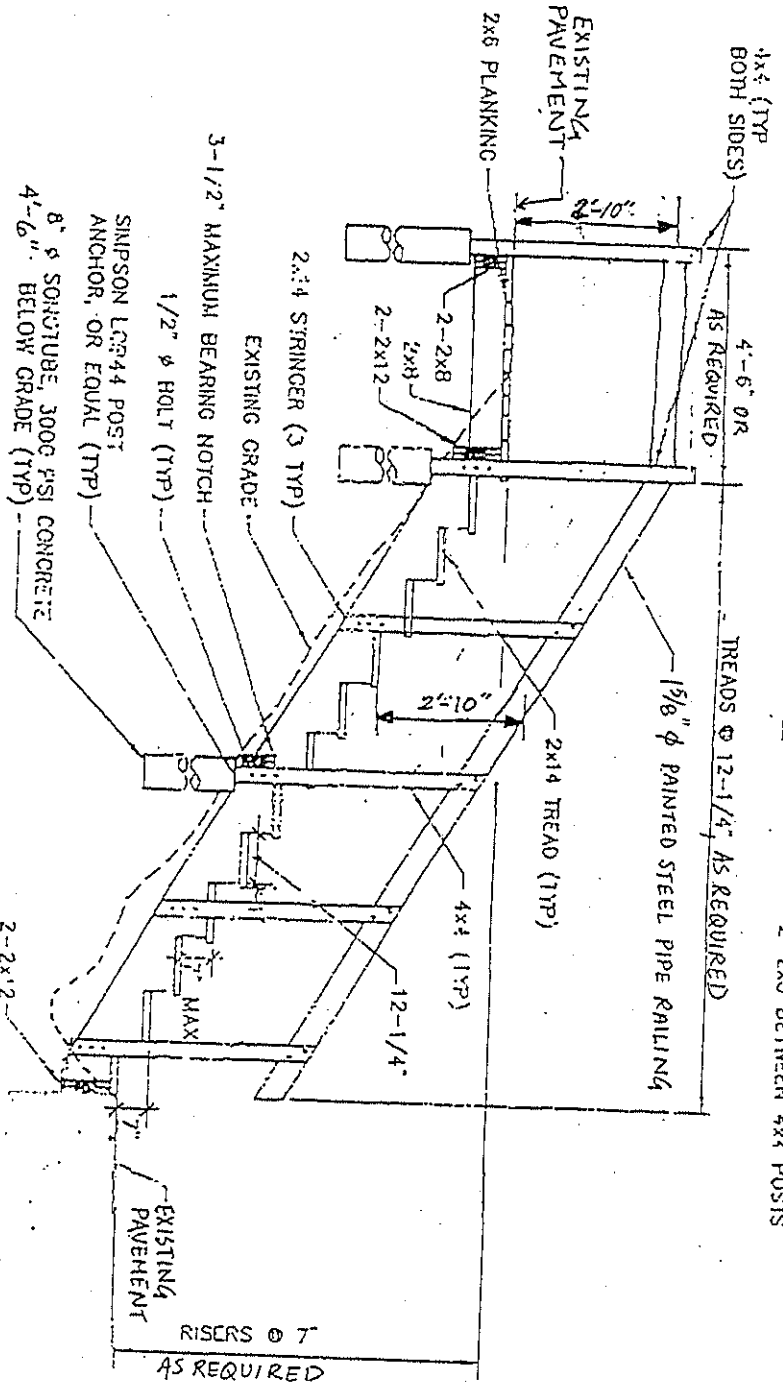
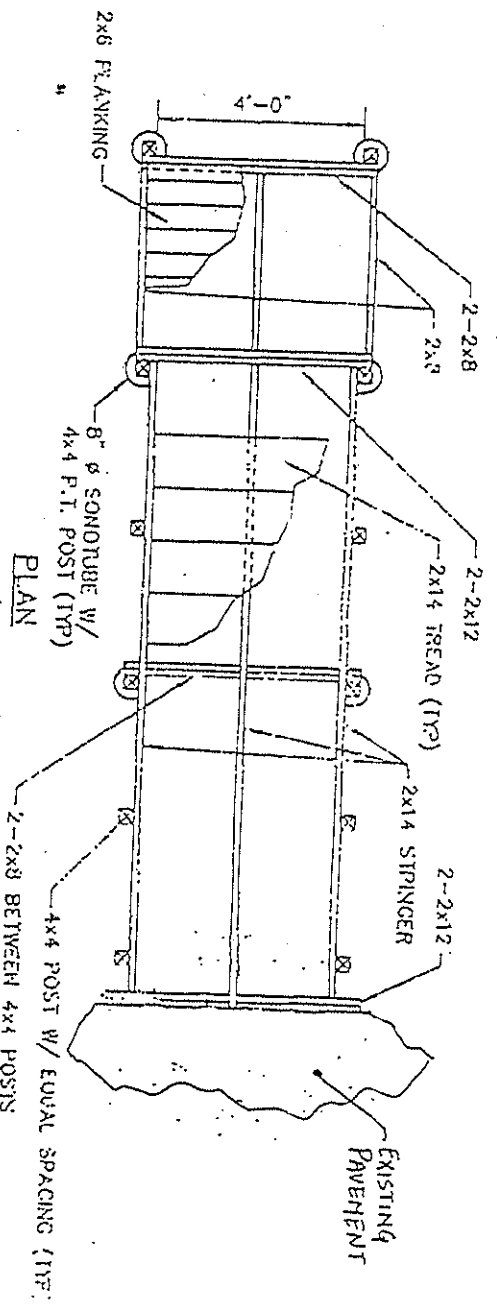
CAD-CAM ASSOCIATES PORTLAND, MAINE	
PROPOSED STAIRCASE 41 HUTCHINS DR/2331 CONGRESS ST	
JOB NO: 99004705	DATE: JUNE 2002
SCALE: 1" = 30' (APPR.)	
C-01	

SITE PLAN

DESIGNED BY: BSS	CHECKED BY: BSS
DRAWN BY: BSS	FILE: 99004705-TBLK-SPLN

WOODARD & CURRAN
Engineering · Science · Operations

PORTLAND, ME 800-426-4282



NOTES:
 • ALL LUMBER TO BE PRESSURE TREATED.
 • ALL CONNECTORS/HANGERS TO BE GALVANIZED.

12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closers. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
17. In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
18. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
19. The Fire Alarm System shall be maintained to NFPA #72 Standard.
20. The Sprinkler System shall maintained to NFPA #13 Standard.
21. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
22. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year". The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 M.R.S.A refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued.
26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
28. Please read and implement the attached Land Use-Zoning report requirements.
29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
30. Glass and glazing shall meet the requirements of Chapter 24 of the building code
31. *This permit is being issued with the understanding that the warehouse is being changed to a conference room - IF THIS IS NOT THE CASE A FULL SPARKER RESISTANCE RATING IS REQUIRED BETWEEN THE 5-2 USE GREAT WAREHOUSE AND THE BASEGRUB BUSINESS - UNLESS THE BUILDING HAS A FULL SPARKER SYSTEM AND IN THAT CASE A 1) ONE HOUR BATTERY IS REQUIRED*


 P. Sanchez, Building Inspector

cc: Lt. McDougall, PFD
 Marge Schumackal, Zoning Administrator

COMMENTS:

12-14-98 Met From K Marston re: will use 1/2 x type Rock on both sides and install a Exit Light and install 1 hour type suspended ceiling. (TR)

Inspection Record
Type

Date

Foundation:

Framing:

Plumbing:

Final:

Other:

238A-A-001

Planning & Urban Development



CITY OF PORTLAND

Joseph E. Gray Jr.
Director

July 20, 2000

Randy Tome
Cad-Cam Associates
41 Hutchins Drive
Portland, ME 04103

re: 41 Hutchins Drive Parking Lot Construction

Dear Mr. Tome:

On June 21, 2000 the Portland Planning Authority approved the site plan application for the parking lot construction at 41 Hutchins Drive.

The proposed site plan was found to be in conformance with the Site Plan Ordinance of the Land Use Code.

Please note the following provisions and requirements for all site plan approvals:

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 1.7% of the guarantee amount must be submitted to and approved by the Planning Division and Public works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.
2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.

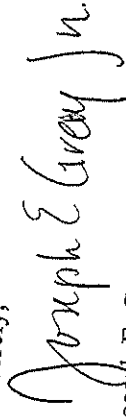
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5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

The Development Review Coordinator (who is located at DeLuca Hoffman at 775-1121) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,



Joseph E. Gray, Jr.

Director of Planning and Urban Development

cc: Alexander Jaegerman, Chief Planner
Sarah Hopkins, Senior Planner
✓ P. Samuel Hoffses, Building Inspector
Marge Schmuuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Nancy Knauber, Associate Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File