

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 060799

Please Read Application And Notes, If Any, Attached

This is to certify that BIG LLC /Dahlgren Construction, Inc.
has permission to Change of use to Dog Day Care, Training Facility, Grooming Facility
AT 115 BISHOP ST 293 A014001

PERMIT ISSUED
AUG 10 2005
CITY OF PORTLAND

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of this State 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 when permission procured before this building or part thereof is leased or closed-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. Cerca Class 6-20-06
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
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: 06-0799	Issue Date: PERMIT ISSUED AUG 10 2006	293 A 1400
Location of Construction: 115 BISHOP ST	Owner Name: BJG LLC	Owner Address: 3 CONGRESSIONAL DR
Business Name:	Contractor Name: Dahlgren Construction, Inc.	Contractor Address: 412 US Route 1 Yarmouth
Lessee/Buyer's Name	Phone:	Permit Type: IM

Past Use: Commercial/ Warehouse	Proposed Use: Commercial/ Dog Day Care, Training Facility, Grooming. Change of use to Dog Day Care, Training Facility, Grooming
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Permit Fee: \$915.00	Cost of Work: \$91,000.00	CEO District: 5
FIRE UEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Chapter 38 NFPA 101</i>	INSPECTION: Use Group: <i>B</i> Type: <i>3B</i> <i>8/9/06</i> Signature: <i>[Signature]</i>	

Signature: <i>Greg C...</i>	Signature: <i>[Signature]</i>
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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 05/25/2006	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"/> <i>OK w/cond. this</i> Date <i>6/29/06 ABM</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 Does Not Require Review Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i> Date: _____
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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

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection; Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]
Signature of Applicant/Designee

Date 8.10.06

[Signature]
Signature of Inspections Official

Date

CBL 293-A-14

Building Permit #: 060799

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0799	Date Applied For: 05/25/2006	CBL: 293 A014001
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Location of Construction: 115 BISHOP ST	Owner Name: BJG LLC	Owner Address: 3 CONGRESSIONAL DR	Phone:
Business Name:	Contractor Name: Dahlgren Construction, Inc.	Contractor Address: 412 US Route 1 Yarmouth	Phone (207) 846-3505
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial/ Dog Day Care, Training Facility, Grooming. Change of use to Dog Day Care, Training Facility, Grooming	Proposed Project Description: Change of use to Dog Day Care, Training Facility & Grooming Facility
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Note:**Ok to Issue:**

- 1) This permit is being issued with the understanding that the noise requirements under section 14 -452 will be met.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) Separate permits shall be required for any new signage.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 08/09/2006**Note:****Ok to Issue:**

- 1) The scope of this project in simply insulating and finishing the exterior walls.
- 2) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 3) Final floor plans must be submitted and approved, prior to finishing the interior.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 06/20/2006**Note:****Ok to Issue:**

- 1) Structure shall comply with NFPA 101 Chapter 38 "New Business"

Comments:

6/15/2006-amachado: Left message with Dahlgren Construction. Need site plan to show 26 total parking spaces only 13 shown now. Need letter of permission from owner or copy of lease.

6/21/2006-mjn: need plans created and stamped by a design professional as the price exceeds \$50,000.

7/6/2006-GG: received granted site plan exemption. /gg

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0799	Date Applied For: 05/25/2006	CBL: 293 A014001
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Location of Construction: 115 BISHOP ST	Owner Name: BJG LLC	Owner Address: 3 CONGRESSIONAL DR	Phone:
Business Name:	Contractor Name: Dahlgren Construction, Inc.	Contractor Address: 412 US Route 1 Yarmouth	Phone (207) 846-3505
Tenant/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial/ Dog Day Care, Training Facility, Grooming. Change of use to Dog Day Care, Training Facility, Grooming	Proposed Project Description: Change of use to Dog Day Care, Training Facility & Grooming Facility
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 06/19/2006

Note: **Ok to Issue:**

- 1) This permit is being issued with the understanding that the noise requirements under section 14-452 will be met.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) Separate permits shall be required for any new signage.

Dept: Building **Status:** Pending **Reviewer:** Mike Nugent **Approval Date:**

Note: **Ok to Issue:**

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 06/20/2006

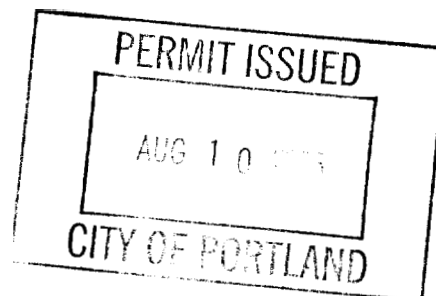
Note: **Ok to Issue:**

- 1) Structure shall comply with NFPA 101 Chapter 38 "New Business"

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6/15/2006-amachado: Left message with Dahlgren Construction. Need site plan to show 26 total parking spaces only 13 shown now. Need letter of permission from owner or copy of lease.

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Happy Tails Daily Schedule

7:00am-10:00am/ Dogs arrive for day at daycare.

7:00am-6:00pm/ Dogs play inside and outside.

6:00pm- All dogs inside for night.

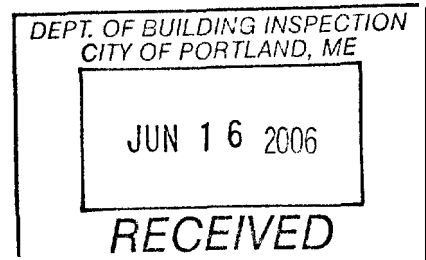
* Breaks given between 11-1 as needed
for individual dogs

* 1 individual stays night

Frank Billings

Cell phone - 450-0924

work phone - 871-5959



COMMERCIAL LEASE

1. PARTIES BJJ, LLC and WJG, LLC, both Maine limited liability companies, with a mailing address of 3 Congressional Drive, Falmouth, Maine 04105 (collectively the "LANDLORD"), hereby leases to Happy Tails, Inc., a Maine corporation, with a mailing address of 119 Bishop Street, Portland, Maine 04102 ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises.

2. LEASED PREMISES The leased premises are deemed to contain 27,800 +/- square feet, and constitutes the entire leasable area of a building located at 119 Bishop Street, Portland, Maine (the "Building") owned by BJJ, LLC. The leased premises shown on the attached Exhibit B, with outside areas for the use by TENANT shown on the attached Exhibit B-1. The leased premises are accepted in "as is" condition except as specifically set forth to the contrary in this LEASE. In addition, the leased premises shall also include an exterior lot adjacent to the Building owned by WJG, LLC (the "Exterior Lot") described on Exhibit E-2.

3. TERM The term of this LEASE shall be for eight (8) years commencing on September 1, 2006 (the "Commencement Date") and ending on August 31, 2014. TENANT shall have the limited right to early access to perform TENANT'S Work at the leased premises and the Exterior Lot in common with LANDLORD beginning August 1, 2006 while LANDLORD is performing the LANDLORD'S Work as set forth in Exhibit A; provided the timing of such early access shall be coordinated with LANDLORD and shall be at TENANT'S sole risk and shall be expressly conditioned upon TENANT providing LANDLORD evidence of insurance coverage in accordance with this LEASE. The terms of this LEASE shall apply to all of TENANT'S activities at the leased premises and the Exterior Lot prior to the commencement of the term, including without limit, indemnification provisions.

4. RENT Commencing on the Commencement Date, TENANT shall pay to LANDLORD the following base rent for the leased premises and the Exterior Lot:

<u>LEASE Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
One through eight for the lease premises	\$ 139,000.08	\$ 11,583.34 Payable to BJJ, LLC
One through eight for the Exterior Lot	\$ 18,000.00	\$ 1,500.00 Payable to WJG, LLC

Provided; however, rent will commence for the Exterior Lot on August 1, 2006 and for the month of August, 2006 only, the rent will be \$3,000.

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 3 Congressional Drive, Falmouth, ME 04105. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within five (5) days of the date when such amounts are due pursuant to the term of this LEASE, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to five percent (5%) of the amount due LANDLORD each month in addition to the rent then due. The first month's rent of \$11,583.34 is to be paid by TENANT to BJJ, LLC and August's rent for the Exterior Lot in the amount of \$3,000 is to be paid by Tenant to WJG, LLC upon the execution of this LEASE, and shall be held by LANDLORD and applied to the rent when first 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 extend this LEASE for one (1) consecutive five (5) year extension. The terms and base rent for the five-year extension shall be the same as for the initial term, except that the annual base rent for the five-year extension shall be \$152,900.04 (or \$12,741.60 per month) for the Building and \$21,000 for the Exterior Lot (or \$1,750 per month). In order to exercise TENANT'S extension options, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise each of its options on or before six (6) months prior to the end of the initial term or first extension term, as the case may be. In the event that TENANT fails to timely perform its obligations under this Section, time being of the essence, the then-remaining extension option(s) shall automatically be deemed not to have been exercised and of no further force and effect.

6. SECURITY DEPOSIT Upon the execution of this LEASE, TENANT shall pay to LANDLORD (in addition to base rent amounts payable as set forth above) the amount of \$11,583.33 to BJJ, LLC and \$1800 to WJG, LLC, which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this LEASE subject to TENANT'S satisfactory performance and full compliance with the conditions hereof. LANDLORD shall have the right to co-mingle the security deposits with its other funds. In the event LANDLORD from time to time uses or applies the security deposit in satisfaction of TENANT'S unperformed obligations and/or as reimbursement for amounts expended by LANDLORD related to TENANT'S breach or default, TENANT agrees that it shall immediately and fully replenish said security deposit so that there is always the full amount on deposit with LANDLORD.

7. RENT ADJUSTMENT Beginning upon the Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, One hundred percent (100%) of all real estate taxes, betterments, assessments and other similar charges imposed by governmental authorities on the land, Building and Exterior Lot of which the leased premises consist ("real estate taxes") 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 LANDLORD obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be credited to TENANT.

(a) TAXES

(b) OPERATING COSTS and UTILITIES Beginning upon the Commencement Date, TENANT shall also be responsible for and, if applicable, pay or reimburse to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, One hundred percent (100%) of all operating expenses. Upon the Commencement Date, TENANT'S share of all costs and operating expenses related specifically to heat, water and sewer and septic systems of the Building shall be One hundred percent (100%). Operating expenses are defined for the purposes of this LEASE as operating expenses per annum of the Building and its appurtenances and all exterior areas, parking lots, loading docks, yards, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the Building but related thereto and the parcels of land on which they are located (said appurtenances, exterior areas, and land hereinafter referred to in total for purposes of this subparagraph as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, 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 and repairing the building including the maintenance, operation and repair of heating and air conditioning equipment and any other building equipment, roof and

....

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 25th day of May, 2006.

TENANT: Happy Tails, Inc.

By: [Signature] 5-25-06
Its: President date

[Signature]
Witness to TENANT

LANDLORD: BFG, LLC

By: [Signature] 5/26/06
Its: Manager date

LANDLORD: WIG, LLC

By: [Signature] 5/26/06
Its: Manager date

Witness to both LANDLORDS



General Building Permit Application

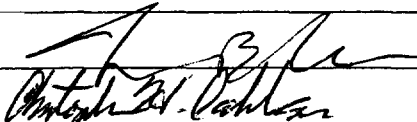
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 119 Bishop St		
Total Square Footage of Proposed Structure 27'800		Square Footage of Lot 40894 + 0.6 ± acre
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 293 A 14	Owner: BJG LLC WJG LLC 3 Congressional Drive Yarmouth, ME 04105	Telephone: 878-9034
Lessee/Buyer's Name (If Applicable) Happy Tails Inc.	Applicant name, address & telephone: 130 S Main John St Portland, ME 04101	Cost Of Work: \$ 178,000.00 91,000 Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>Distribution Warehouse</u>		
Proposed Specific use: <u>Kennel, Dog Daycare, Training Facility, Grooming</u>		
Project description: we will convert current space from distribution warehouse to a Kennel-Dog daycare. To do this we will add a fenced in outside area, kennels on the inside of structure, flooring appropriate for dogs, a HVAC system, new lighting and other cosmetic improvements.		
Contractor's name, address & telephone: <u>Dahlgren Const. Inc (207) 846-3505</u> <u>412 Route 1, Yarmouth, Me 04096</u>		
Who should we contact when the permit is ready: <u>Chris Dahlgren</u>		
Mailing address: <u>412 Route 1</u> <u>Yarmouth, Me 04096</u>		Phone: <u>207 (846) 3505</u>

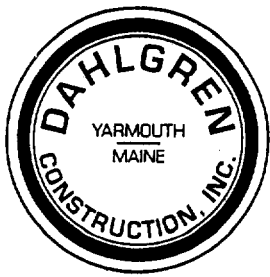
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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

Signature of applicant: 	Date: 5-23-06
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This is not a permit; you may not commence ANY work until the permit is issued.



Quality Construction Since 1970

412 U.S. Route #1
Yarmouth, ME 04096
Office: (207) 846-3505
Fax: (207) 846-4181

May 24, 2006

Planning Department
City of Portland, Maine

Re: 119 Bishop Street; Renovation/ Change of Use.

We submit this narrative as a means to explain the intent and purpose of proposed alterations to the building at 119 Bishop Street and to the abutting lot. The building property (119 Bishop) and the abutting lot property are held by common ownership. The scope of the proposed work will include alterations to both properties. The prospective future tenant shall enter into separate agreements with the owner for each parcel. The ownership of the properties is as follows: 119 Bishop St.- BJG L.L.C. / Abutting lot to the eastward- WJG L.L.C. Both lots are within the I-M zone.

↳ 293-A-13 (p.2)

It is the intent of the owner to convert the existing unheated warehouse portion of 119 Bishop St. to insulated and heated space, and to extend existing internal water and waste system into the now heated area. The scope of work will include; rigid insulation at the exterior walls (R14), fiberglass insulation and vapor barrier at the roof/ceiling (R19), suspended LP fired unit heaters, modifications to the fire sprinkler system, minimal electrical and lighting modifications, installation of mop basin with water supply and waste connection, extension of water supply into warehouse area, and installation of an exterior personnel door to access the abutting lot.

In addition the owner desires to improve the external appearance of the building by removing areas of existing translucent wall sheathing located at both upper endwalls, and replacing with metal wall sheathing matching previously installed siding on the lower building portions.

There are no changes intended to the office area, toilet rooms, entrances, docks and dock doors, parking area, and landscaping.

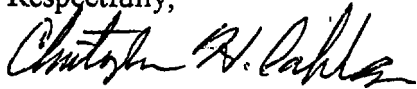
The prospective tenant (Happy Tails) will furnish explanation of any internal modifications as may be pertinent (demountable partitioning, kennels, floor matting, wall liners, etc).

The intention for the abutting lot is to install perimeter fencing of the majority of the lot area, and tie this fence back to the building at 119 Bishop. This fence shall be chain link with vinyl inserts, 8 feet high with barbed wire at the top. It will have a gate at the street to allow vehicle access and a gate at the back to allow personnel access to the rear of the building. The purpose of this fence is to provide security and privacy for the prospective tenants exercise yard operation. Also within the enclosed area will be located LP gas tanks to furnish fuel for heat at 119 Bishop.

13-A-14

We trust this narrative along with the submitted plans are adequate as a means of explanation, and the proposed changes can be considered minor to the site plan. Please do not hesitate to **call** with any questions, comments, or additional information **requests**.

Respectfully,



Christopher H. Dahlgren
President

Renoltr1