

### DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

# CITY OF PORTLAND BUILDING PERMIT



This is to certify that HAKKEN PROPERTIES LLC

Job ID: 2011-05-954-ALTCOMM

Located At 585 RIVERSIDE ST

201

CBL: 306 - - B - 006 - 201 - - - - -

has permission to Continue the use of this space as an Office, no construction

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

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED. A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

**Fire Prevention Officer** 

Code Enforcement Officer / Plan Reviewer

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

# City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-05-954-ALTCOMM	Date Applied: 5/2/2011		CBL: 306 B - 006 - 201			
Location of Construction: 585 RIVERSIDE ST/ 34 RainmakerDr bldg 2 suite 3	Owner Name: HAKKEN PROPERTIES	S LLC	Owner Address: PO BOX 10379 PORTLAND, ME -	MAINE 04101		Phone:
Business Name:	Contractor Name:		Contractor Addre	ess:		Phone:
Weaponcraft LLC	Uel Gardner		268 Littlejohn R	kd, Yarmouth, N	ME 04096	240-4382
Lessee/Buyer's Name:	Phone:		Permit Type:			Zone:
			BLDG - Building			I-M
Past Use:	Proposed Use:		Cost of Work:		-	CEO District:
General Offices	Same: General Offic	es for new	\$1000.00			
General Offices	tenant – no retail sal premises		Fire Dept:	∫ Approved ℓ Denied	s/ conditions	Inspection: Use Group: Type: 36
			Signature: Ha	Wally.	58	Signature:
Proposed Project Description 585 Riverside St 34 Rainmaker Dr		1	Pedestrian Activi	ties District (P.A	A.D.)	5 24 11
Permit Taken By: Lannie			I	Zoning App	roval	
		Special Zo	one or Reviews	Zoning Appea	I Historic F	reservation
<ol> <li>This permit application d Applicant(s) from meetin</li> </ol>		Shorelan		Variance	Not in D	vist or Landmark
Federal Rules.		Wetlands	5	Miscellaneous	Does no	t Require Review
<ol> <li>Building Permits do not i septic or electrial work.</li> </ol>	nclude plumbing,	Flood Zo	one		D	Review
<ol> <li>Building permits are voic</li> </ol>	l if work is not started	Subdivis	ion	Conditional U		
within six (6) months of		Site Plan		Interpretation		
False informatin may inv permit and stop all work.	-	Maj	Min MM	Approved	Approve	d w/Conditions
permit and stop an work.		Date:	with constitu	Denied	Denied	$\bigcirc$
		0	5/5/11	Date:	Date:	$\rightarrow$
		CERTIF	ICATION	1		

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	
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ADDRESS



PORTLAND MAINE

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

Director of Planning and Urban Development Penny St. Louis

Job ID: 2011-05-954-ALTCOMM

Located At: 585 RIVERSIDE

CBL: <u>306 - - B - 006 - 201 - - - -</u>

## **Conditions of Approval:**

#### Zoning

- 1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2. This property (Bldg 2 suite 3) shall remain general offices. There shall be no retail sales of firearms or any other retail sales, nor storage of bulk ammunition on the premises Any change of use shall require a separate permit application for review and approval.
- 3. Separate permits shall be required for any new signage.

## Fire

- 1. The space shall comply with City Code Chapter 10.
- 2. The single means of egress from the second floor shall be permitted only if the exit is enclosed 1-hour, serves as an exit from no other levels, and discharges directly to the outside. Tenant reports the stair is separated from the garage space on the first floor, also part of his space, by a one-hour fire door, and that the stair discharges directly outside. He also reports that his egress from the garage space will be through an adjacent tenant space which cannot be locked beyond his control. The door into the adjacent tenant space will be the door that is marked as the EXIT.
- 3. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
- 4. Fire extinguishers are required. Installation per NFPA 10.

#### **Building**

- 1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 2. This is a verification of use ONLY permit. It does NOT authorize any construction activities.
- 3. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

# BUILDING PERMIT INSPECTION PROCEDURES Please call 874-8703 or 874-8693 (ONLY) or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.
- Permits expire in 6 months. If the project is not started or ceases for 6 months.
- If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.
- 1. Final Commercial

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

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCU0PIED.



# **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: 585 R	iverside?	St. AKA-> 34 Rainm	naker Dr. Building "
Total Square Footage of Proposed Structure/A 772-5 \$		Square Footage of Lot 33,164	Number of Stories Z
Tax Assessor's Chart, Block & Lot		must be owner, Lessee or Buye	r* Telephone:
Chart# Block# Lot#	Name We	paponcraft LLC	207-240-4382
306 B 006 201		IR cove St.	
	City, State &	& Zip Portland ME 041	01
Lessee/DBA (If Applicable)	Owner (if d	lifferent from Applicant)	Cost Of Work: \$ 30
Applicant	Name Ha	kken Properties LLC	
	Address P	0B 10379	C of O Fee: \$
	City, State &	k Zip Portland, ME 04104	Total Fee: \$
Current legal use (i.e. single family) Uffice If vacant, what was the previous use? Proposed Specific use: Office Is property part of a subdivision? Project description: No change in us to move Federal Firearms Licens for sale Atransfer of firearms. Location Contractor's name: Address:	I Se. Appl e with Bi m will not	fyes, please name : cation made due t ATF. BATF will call to be used for retail. office	
City, State & Zip			elephone:
Who should we contact when the permit is read			elephone: 207-240-4382
Mailing address: 268 Littlejohn Rd Yarr	north 0	4096	
In order to be sure the City fully understands the f may request additional information prior to the iss this form and other applications visit the Inspectic Division office, room 315 City Hall or call 874–8703.	automatic full scope of t suance of a pe ons Division of	c denial of your permit. the project, the Planning and D ermit. For further information on n-line at <u>www.portlandmaine.go</u> r,	evelopment Department or to download copies of or stop by the Inspections
I hereby certify that I am the Owner of record of the nather that I have been authorized by the owner to make this a laws of this jurisdiction. In addition, if a permit for wor authorized representative shall have the authority to en-	application as h k described in	us/her authorized agent. I agree t this application is issued, I certify	to cooform to all applicable that the Code Official's

a provisions of the codes applicable to this permit.

provisions of the codes applicable to this permit.		1015 000
111		0.0
Signature: The State	Date: $5/2/i_l$	

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

Blag Suita#3

#### Job Summary Report Job ID: 2011-05-954-ALTCOMM

Fee Code Description	Charge Amount	Permit Charge Adjustment	Net Charge Amount		Receipt Number	Payment Amount	Payment Adjustment Amount	Net Payment Amount	Outstanding Balance
				Job Cł	arges				
<b>Related Partie</b>	s:		PROP	ERTIES HAKKE	1		Property	Owner	
Estimated Val	ue:	1,000	Squar	e Footage:					
Job Applicatio	n Date:		Public	Building Flag	: N		т	enant Number	:
Building Job S	tatus Code:	In Review	Pin Va	lue:	1310		т	enant Name:	
Job Type:		Alter/Adds to Commercial	Job De	escription:	585 Riv Suite 3	verside St 34 i	Rainmaker Dr Bldg $\mathcal{V}_{\mathbf{J}}$	ob Year:	2011
Report generated	on May 5, 201	1 10:48:20 AM			a succession of the second				Page 1

Location ID: 48992

					Locat	on Details					
Alternate Id Parce	el Number	Census Tract G	SX GISY	GIS Z	GIS Reference	e Longitude	Latitude				
306 E	006 201					-70.320547	43.69451	9			
			Location Typ	e Sub	division Code	Subdivision	Sub Code	Related Persons	Add	ress(es)	
		_	1						585 RIVERSI	DE STREET WEST	
Location Use Code	Variance Code	Use Zone Code	Fire Co		Inside Ou Code		District Code	General Locat Code	tion In	spection Area Code	Jurisdiction Code
COMMERCIAL CONDOS	-	IM							DISTR	NICT 8	
					Struct	ure Details					
Structure: Weap	oncraft In	c									
Occupancy Type C	Code:										
Structure Type	Code Stru	cture Status Typ	e Square Fo	ootage	Estimated Va	lue	Address	S			
Office & Professional	Buildings 0					585 RIV	ERSIDE STR	REET WEST			
Longitude Latitud	e GISX GI	SY GISZ GIS	Reference					User Defi	ned Property	Value	
ermit #: 201132	54			_							and the second se

ermit #: 2011

Permit Data

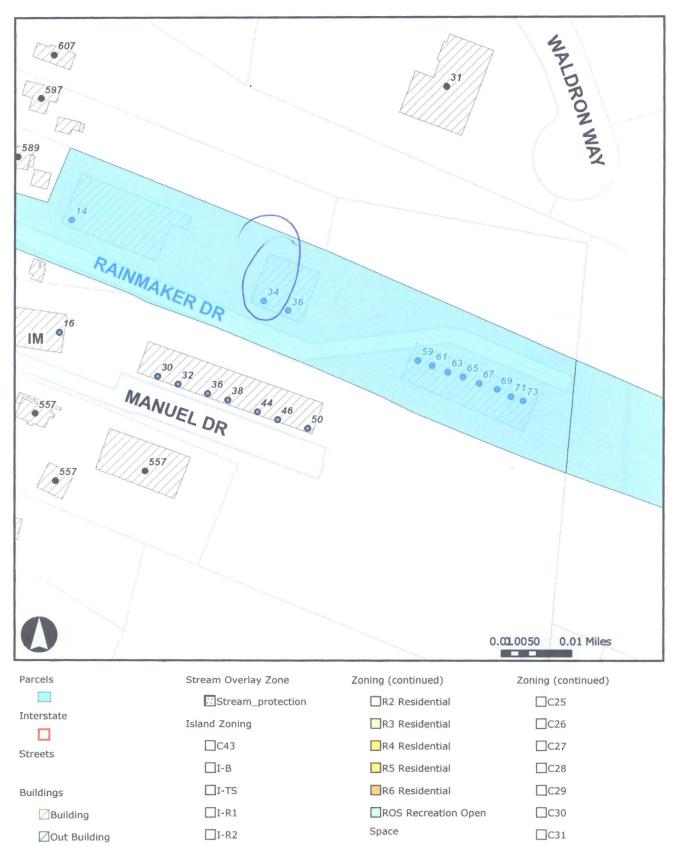
### Job Summary Report Job ID: 2011-05-954-ALTCOMM

Report generated on May 5, 2011 10:48:20 AM

Page 2

Location Id	Structure Descriptio	n Permit Status	Permit Description	Issue Date	<b>Reissue Date</b>	Expiration Dat	te		
48992	Weaponcraft Inc	Initialized	Office to Office						
				Inspec	tion Details				
Increation Id	Increation Type	Increation Result	Status Inspection	Status Date	Scheduled Star	rt Timestamp	Result Status Date	Final Inspection Flag	
inspection in	Inspection type	inspection Result	Status Inspection	Status Date	Scheduled Sta	- mestamp		That inspection Thay	-
	Thispection Type	Inspection Result	Status Inspection		s Details				
Fee Code Descriptio	e Charge	Permit Charg Adjustment	je Permit Cha	Fee rge Adj	s Details Payment	Receipt		ment Adjustment Amount	Payment Adj Comment

# Мар



# Tenancy Agreement

This lease is made between Hakken Properties, LLC, PO Box 10379, Portland, Maine 04104 herein called the Lessor and Weaponcraft, LLC, currently of 84R Cove Streeet Portland, Maine 04103 herein called the Tenant.

Lessor is the owner of the building, land and improvements known and numbered as **Building 2 Suite 3** (The building) at 34 Rainmaker Drive, Portland, Maine 04103 and makes available for lease a portion of the building designated as Building 2, Suite 3, herein called the "Leased premises".

The lessor desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises for the term at the rental rate and upon the covenants, conditions and provisions herein set forth.

1. Term and rental. The term of this lease shall be six months with initial term beginning May 1, 2011. The rental shall be \$1,000 per month to be paid in advance on or before the first day of each month. All rental payments shall be made to Lessor at the address specified or at another agreed upon location. Tenant shall have the option, upon five months' satisfactory fulfillment of this agreement, to extend the lease for a mutually agreed period of time. Rental may be increased by Lessor by up to 3% per annum.

2. Use. Tenant shall use and occupy the Leased Premises for general office use. Tenant shall not used the Leased Premises for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical or device. This restriction is not to restrict assembly, repair or transfer of firearms or sales of ammunition as allowed under the tenants Type 07 Federal Firearms License. The tenant will not be conducting walk-in retail sales of firearms or storage of bulk ammunition on the premises.

3. Alterations. Following obtaining consent of the Lessor, which consent shall not be unreasonably with held, Tenant, at Tenant's expense shall have the right to remodel, redecorate, and make improvements or replacements in or about the Leased Premises, provided that the same are made in a quality at least equal to the present construction. Tenant shall have the right to place personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises. All personal property, equipment and fixtures placed on or in the Leased premises by Tenant shall remain Tenant's property free and clear of any claims by Lessor. Tenant shall have the right to remove the same at any time during the term of this lease provided that all damages to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

4. Care and Maintenance. Tenant acknowledges that the Leased Premises are in good order and repair. Tenant shall, at his own expense and at all times, maintain the Leased Premises in good and safe condition and make repairs to floors, walls, ceilings, glass and other parts of Leased Premises damaged or worn through normal occupancy, except for major mechanical systems. The Lessor, at its sole expense, shall be responsible for all major mechanical systems, the roof and structural foundation.

5. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances and requirements pertaining to the Leased Premises of all municipal, state and federal authorities.

6. Utilities. Lessor shall pay charges for water, sewer, heat and snow removal. Tenant shall pay charges for <u>electricity</u>, telephone service and cable/internet service. <u>Electric charges, which are not separately metered, shall be the percentage of the electric bill equal to the percentage of the square foot area of the Leased Premises to the total square foot area of the building. Tenant acknowledges that the Leased Premises are designed to provide standard office electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may overload the wiring or interfere with electric services to other tenants. Tenant agrees to pay excess electrical expense caused by their usage of the space.</u>

7. Entry and Inspection. The Tenant shall permit the Lessor to enter upon the Leased Premises at reasonable times and upon reasonable notice for the purposes of inspecting the same and will permit persons desiring to lease the same to inspect the Leased Premises.

8. Sign. Following Lessor's consent, tenant shall have the right to place, on the leased premises at a location agreed to by Tenant and Lessor, a sign which is permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed sign that is, in the lessor's opinion, too large, deceptive, unattractive or otherwise inconsistent with or appropriate to the Leased premises or use of any other tenant.

9. Parking. During the term of the lease, tenant shall have the nonexclusive use in common with the Lessor, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas.

10. Insurance A) The Lessor shall maintain fire and extended coverage insurance on the building in the amount of the full replacement value as Lessor reasonable deems appropriate, but not less than \$1,000,000. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the Leased Premises. Tenant and Lessor shall, each at its own expense, maintain a policy of comprehensive general liability insurance with respect to their activities in the building and on the property, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combined thereof. Lessor shall be listed as an additional insured on tenant's policy. Lessor shall not be required to maintain insurance against thefts within the Leased Premises or the building.

11. Lessor and tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss of damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including without limitation any other tenants or occupants of the remainder of the building.

12. The Tenant shall save the Lessor harmless from all loss and damage

occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from the neglect in not removing snow or ice from the roof of the building or from the area bordering the premises so leased, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the Lessor. The removal of snow and ice from the area bordering the Leased Premises shall be the Tenant's responsibility.

13. Waiver. No failure of Lessor or Tenant to enforce any term herein shall be deemed a waiver.

14. Lessor's remedies on Default. If tenant defaults on payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if tenant does not cure such default within three days after giving of such notice, then Lessor may terminate this lease on not less than fifteen days notice to tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Lessor. If this lease shall have been so terminated by Lessor, lessor may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Tenant or other occupants and their effects.

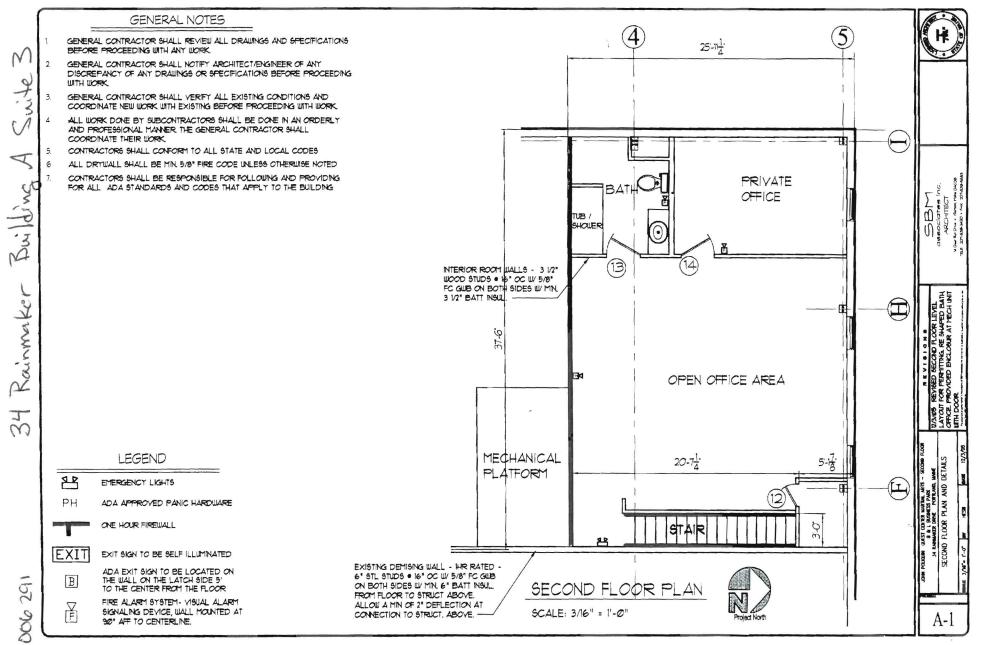
15. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

Signed this 27th day of April, 2011

Bv:

Uel J. Gardner, Manager/COO Weaponcraft, LLC Tenant

Hakken Properties Lessor



585 Riverside St.



CITY OF PORTLAND, MAINE Department of Building Inspection

# Certificate of Occupancy

LOCATION 585 RIVERSIDE ST

CBL 306 B006001

Issued to B & L PARTNERS LLC

Limiting Conditions:

Date of Issue 04/04/2006

This is to certify that the building, premises, or part thereof, at the above location, built - altered

- changed as to use under Building Permit No.  $06\text{-}0258^-$ , has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Business Only No Residential Use

Commercial Space

APPROVED OCCUPANCY

Business/Office Space Use Group B Type 3B IBC 2003

This certificate supersedes certificate issued Approved: (Date) Inspector Inspector of Buildings -6-06 Notice: This certificate-identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

