

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: 040555

PERMIT ISSUED

JUN 11 2004

CITY OF PORTLAND

This is to certify that Roundhouse on the Presumpscot LLC/Roundhouse Company
 has permission to Change of Use to Day Care Center with front fit-
 AT 125 Presumpscot St 425 A002001

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

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

Notification of inspection must given and work on permit on procedure before this building or part thereof lated or closed-in.
48 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. W.M.J.
 Health Dept. _____
 Appeal Board _____
 Other _____
 Department Name

[Signature] 6/11/04
 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: 04-0535	Issue Date: PERMIT ISSUED JUN 11 2004	CBL: 425 A002001
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Location of Construction: 125 Presumpscot St	Owner Name: Roundhouse on the Presumpscot LL	Owner Address: JUN 11 2004	Phone:
Business Name:	Contractor Name: Reagan & Company	Contractor Address: CITY OF PORTLAND 106 Merrill Rd. Gray	Phone: 2076536353
Lessee/Buyer's Name	Phone:	Permit Type:	Zone: im

Past Use: vacant/warehouse	Proposed Use: Change of Use to Day Care Center with tenant fit-up	Permit Fee: \$1,356.00	Cost of Work: \$140,000.00	CEO District: 4
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: I-2 Type: 5E 6/11/04 <i>[Signature]</i>	

Proposed Project Description: Change of Use to Day Care Center with tenant fit-up	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:	Date:	

Permit Taken By: kwd	Date Applied For: 05/03/2004	Zoning Approval
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Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan #2004-0088 in site plan review Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM <input type="checkbox"/> all with condit Date: 5/24/04	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:	Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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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 a 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.

Pre-construction Meeting: Must be scheduled with your inspection team upon of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

- ~~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 of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL: _____ Building Permit #: _____

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0535	Date Applied For: 05/03/2004	CBL: 425 A002001
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Location of Construction: 125 Presumpscot St	Owner Name: Roundhouse on the Presumpscot LL	Owner Address:	Phone:
Business Name:	Contractor Name: Reagan & Company	Contractor Address: 106 Merrill Rd. Gray	Phone: (207) 653-6353
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Change of Use to Day Care Center with tenant fit-up	Proposed Project Description: Change of Use to Day Care Center with tenant fit-up
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 05/24/2004

Note: 5/19/04 reviewed with Sherri A what the requirements were for approvals. **Ok to Issue:**

5/24/04 I reconfirmed with Sherri Adams the number of workers - she said 10 & maybe 11 at the most - my submittal does show the required 12 parking spaces. I also reminded her that I would be making a condition of fencing AND landscaping around the play areas.

- 1) Proff of licensing with the Maine Department of Human Services SHALL BE submitted to the city PRIOR to issuance of a certificate of occupancy.
- 2) Please note that section 14-247(15) requires that the outdorr play areas SHALL be fenced AND screened with a landscaped buffer. All these requirements SHALL be completed prior to the issuance of an occupancy permit.
- 3) Separate permits shall be required for any new signage.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 06/11/2004

Note: **Ok to Issue:**

- 1) New plans must be submittted that conform to the I2 Section (409) of the Building Code, Also new egress configuration must be submitted prior to framing egress elements.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 05/25/2004

Note: **Ok to Issue:**

- 1) the sprinkler system shall be maintained to NFPA 13 standards
- 2) the fire alarm system shall be installed in accordance with NFPA 72 standards
- 3) Application requires State Fire Marshal approval.

Comments:

05/26/2004-mjn: Need info, met with builder, faxed info memo to Design Professional

80 Leighton Road ▪ Falmouth, Maine 04105

June 7, 2004

Mike Nugent
Portland City Inspections
City of Portland
389 Congress St
Portland, ME 04101

Re: 125 Presumpscot Street

Dear Mike,

This letter is provided in response to your request for additional information facsimile transmittal letter dated May 26, 2004 for the Day Care project at 125 Presumpscot Street, Portland Maine. We have filled out and attached the design compliance forms you requested. This project includes tenant fit up renovations only to the interior of an existing structure, accordingly the building shell has not been modified or reviewed for code compliance. Therefore we understand the exterior building shell is exempt from requirements for compliance with the BOCA National Building Code/1999, for loading conditions such as Roof snow loads, Wind, and Earthquake loads.

The owners have represented to us that the intended use of each room including age groups and amount of children are as follows:

<u>Rooms</u>	<u>Ages</u>	<u>Approx. # of</u>
Infant Room	Infants-1yr.old	8
Room 1	1 yr. old	10
Room 2	2 yr. old	15
Room 3	3 yr. old	15
Room 4	3-5 yr. old	20
Room 5	3-5 yr. old	20
Room 6	5- 12 yr. old	24

Should unforeseen conditions vary or statements vary from those set forth in this letter, our stated conclusions may change accordingly. Your questions and comments regarding this letter are welcome.

Sincerely,



James A. Thibodeau, PE
President
Associated Design Partners, Inc.

JAT/sej



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: ASSOCIATED DESIGN PARTNERS INC.

Address of Project: 125 Presumpscot St.

Nature of Project: INTERIOR TENANT FIT-UP
RENOVATIONS FOR DAY-CARE USE.

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.

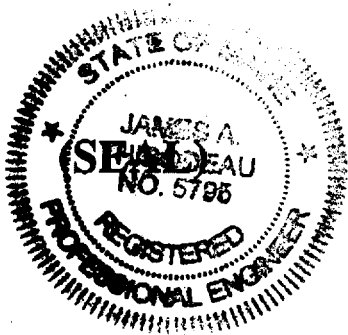
Signature: *James A. Deau*

Title: PRESIDENT

Firm: ASSOCIATED DESIGN PARTNERS INC.

Address: 80 LEIGHTON ROAD
FARM. ME 04105

Phone: 878-1751





CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM: ASSOCIATED DESIGN PARTNERS, INC.

RE: Certificate of Design

DATE: 6/7/04

These plans and / or specifications covering construction work on:

INTERIOR TENANT FIT-UP WORK FOR
DAY CARE. NO MODIFICATION TO EXISTING STRUCTURE.

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the BOCA National Building Code / 1999 (Fourteenth Edition) and local amendments. SEE ATTACHED LETTER FOR LIMITATIONS.



As per Maine State Law:

\$50,000.00 or more in new construction, repair expansion, addition, or modification for Building or Structures, shall be prepared by a registered design Professional.

Signature: [Handwritten Signature]
Title: PRESIDENT
Firm: ASSOCIATED DESIGN PARTNERS INC.
Address: 80 LEIGHTON ROAD
FALMOUTH, ME. 04105



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM DESIGNER: ASSOCIATED DESIGN PARTNERS, Inc.

DATE: 6/7/04

Job Name: Day Care, ADAMS

Address of Construction: 125 Presumpscot St

THE BOCA NATIONAL BUILDING CODE / 1999 (FOURTEENTH EDITION)

Construction project was designed according to the building code criteria listed below:

** SEE ATTACHED LETTER*

Building Code and Year _____ Use Group Classification(s) _____

Type of Construction _____

Structural Systems

Roof Snow Load N/A
_____ Ground Snow Load (Pg)
_____ If Pg > 10 psf, Flat Roof snow load, Pf
_____ If Pg > 10 psf, snow exposure factor, Ce
_____ If Pg > 10 psf, roof thermal factor
_____ If Pg > 10 psf, snow load importance factor, I
_____ Sloped Roof Snowload Ps

Earthquake Loads N/A
_____ Peak velocity-related acceleration, Av
_____ Peak acceleration, Aa
_____ Seismic hazard exposure group
_____ Seismic performance category
_____ Soil profile type
_____ Basic structural system/seismic-resisting system
_____ Response modification factor, R, and deflection amplification factor, Cd,

_____ The documents must account for Drift snow load, unbalanced snow load and Sliding snow loads as required.

Wind Loads N/A
_____ Basic Wind Speed _____ Internal Pressure Coefficient
_____ Wind Exposure Category _____ Wind Design Pressure _____ Wind Importance Factor

04-0535

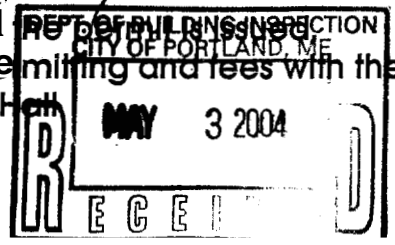
All Purpose Building Permit Application

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.

Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>425</u> Block# <u>A</u> Lot# <u>002</u>		Owner: <u>Poundhouse Omaha Presumscott LLC</u> Telephone:	
Lessee/Buyer's Name (If Applicable) <u>Adams Daycare</u>		Applicant name, address & telephone: <u>6576353</u> <u>Reagan & Company</u> <u>106 Merrill Rd</u> <u>Gray ME, 04139</u>	Cost Of Work: \$ <u>140,000.00</u> Fee: \$ <u>300.00</u> <u>75.00</u> <u>1,356.00</u>
Current use: <u>Vacant</u>			
If the location is currently vacant, what was prior use: <u>Warehousing</u>			
Approximately how long has it been vacant: <u>unknown</u>			
Proposed use: <u>Daycare</u>		Change almost	
Project description: <u>Build indoor walk, add ceiling, flooring, Restrooms, + Etc.</u>			
Contractor's name, address & telephone: <u>Reagan & Company 106 Merrill Rd Gray ME 04139</u>			
Who should we contact when the permit is ready: <u>Earl Reagan cell 3293441</u>			
Mailing address:			
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>cell 329-3441</u>			

Signature of applicant: Earl Reagan Date: 5/3/04

This is NOT a permit, you may not commence ANY work until 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



From: Marge Schmuckal
To: Kandi Talbot
Date: Wed, May 19, 2004 9:26 AM
Subject: Day Care 125 PresumpscotSt

Kandi,
Can you bring copies of the plans that you have on this daycare to our Wed. meeting? They have not submitted anything to me and there are very specific zoning things that I need to check. They said that they submitted that information to you.
Thanks,
Marge

COMMERCIAL REAL ESTATE SERVICES

CBRE | The Boulos Company
CB RICHARD ELLIS

F A X

One Canal Plaza
Portland, ME 04101

T 207.772.1333
F 207.871.1288

To: Candace Talbot

Company: City of Portland

Fax #: 756-8258

Subject: _____

CC: _____

Date: May 14, 2004

From: Greg Bishop

Direct Line: _____

of Pages: 9 Incl Cover

MESSAGE:

Condoce,

The following is a copy of the lease that **Sherri Adams** has requested that I send to you. In the interest of maintaining confidentiality, I have deleted the lease rates, but maintained the integrity of the lease. If you have any questions, please contact me at the number listed above.

Thank you,

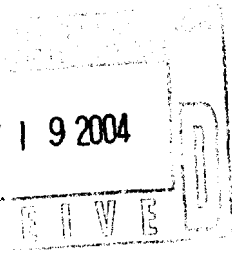
Greg Bishop

CBRE/The Boulos Company

*ME requires a
Selling from
ADAMS*

*Please see other
handwritten notes*

MAY 19 2004



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

PARTIES Roundhouse on the Presumpscot LLC with a mailing address of PO Box 4894, Portland, ME 04112 ("LANDLORD").
hereby leases to Country Pumpkins, Inc.
with a mailing address of 1528 Roosevelt Trail, Raymond, ME 04071 (TENANT). and the TENANT hereby leases from LANDLORD the following described premises:

PREMISES The Premises are deemed to contain 6,000 +/- square feet. The Premises are located at 125 Presumpscot Street Portland, ME. See attached Exhibit A.

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 in ~~Ma~~ contrary in this lease.

TERM The term of this lease shall be for Five Years, unless sooner terminated as herein provided. commencing on June 1, 2004 and ending on May 31, 2009

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

Lease Year
<u>1</u>
<u>2</u>
<u>3</u>
<u>4</u>
<u>5</u>

payable in advance in equal monthly installment, 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 end at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: PO Box 4894, Portland, ME 04112. 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.

RENEWAL OPTION So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for One (1) five-Year term. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term. 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.

Option Year
<u>1</u>
<u>2</u>
<u>3</u>
<u>4</u>
<u>5</u>

SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Five Thousand and no/100 Dollars (\$ 5,000.00), 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

RENT ADJUSTMENT A TAX TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, Thirteen and One Half percent (13.5%) 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 The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, Thirteen and One Half percent (13.5%) 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 concerned) 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 (oral 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 or hearing 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, operating, 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.

During each year of the term of this lease TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT's share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S real estate taxes and operating expenses for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses and also showing the TENANT'S share of the same. The TENANT shall, within thirty (30) days after such delivery, pay the TENANT'S share to the LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

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 servicing 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 heat 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 installations shall be subject to the written consent of the LANDLORD.

9. USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purpose of Day Care Facility

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 all accessibility 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 or 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 thereupon that the leased premises are in good and satisfactory order, repair and 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 were 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 the replacement of any such plate glass that 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 and 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 said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from 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 privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, and in the 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 lien of any nature or description to attach to or be placed upon the LANDLORD'S title or interest in the building, the premises, or any portion thereof.

13. ASSIGNMENT - SUBLEASING

The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised 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 where LANDLORD 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 a general partner of a partnership TENANT shall constitute an assignment of this lease.

14. **SUBORDINATION AND QUIET ENJOYMENT** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased premises.
15. **LANDLORDS ACCESS** The LANDLORD or agents of the LANDLORD may, at all reasonable times during the term of this lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.
16. **INDEMNIFICATION AND LIABILITY** TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD's property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorneys' fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement of this lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation or any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damages caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of window, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.
17. **TENANT'S LIABILITY INSURANCE (till in)** TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve but in amounts not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named herein.
18. **FIRE CASUALTY - EMINENT DOMAIN** Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the LANDLORD does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, of in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD at TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.
19. **DEFAULT AND BANKRUPTCY** In the event that:
- The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within zero (0) days thereof;
 - The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within three (3) days thereof; or
 - The leasehold hereby created shall be taken on execution, or by other process of law; or
 - Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,
- then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without

- being deemed guilty, in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of or preceding breach of covenant, end upon such tailing 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 relating the Leased Premises including real estate commissions and costs of renovating 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 tenantable. 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 end 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 apart 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 of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease 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 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 CB Richard Ellis / Commercial Properties ("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 See Addendum

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 21 day of APRIL, 2004.

TENANT:
Sherril Adams
 Signature
Worcester County Register
 Name/Title
Public
 Witness to Tenant

LANDLORD: Raymond LLC
 Signature
CSM
 Name/Title
 witness to Landlord

GUARANTY For value received, and in consideration for, and as an inducement to Landlord to enter into the foregoing Lease with Tenant, Philip and Sherry Adams, each of Raymond, Maine (collectively the 'Guarantors'), do hereby unconditionally guarantee 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, subject to the limitations set forth below. The validity of this guaranty and the obligations of the Guarantors hereunder shall not be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant. The liability of the Guarantors under this Guaranty shall be primary, and in any right of action that shall accrue to Landlord under the Lease, Landlord may proceed against the 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 heirs and assigns of the Guarantors. Despite anything to the contrary contained in this Guaranty, the financial liability of the Guarantors, and of each of them, to the Landlord for payment or performance of any agreement, covenant, term and condition of the Lease shall be limited in accordance with the following schedule:

Year One:	\$150,000.00
Year Two:	\$120,000.00
Year Three:	\$ 90,000.00
Year Four:	\$ 60,000.00
Year Five:	\$ 30,000.00
Years Six Through Ten:	\$ 0.00

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 21 day of APRIL, 2004.

GUARANTOR:
Philip Adams
 Philip Adams, Jointly & Severally

[Signature]
 Witness to Guarantor

Kam [Signature]
 Name/Title

Sherril Adams
 Sherry Adams, Jointly & Severally

[Signature]
 Witness to Guarantor

Kam [Signature]
 Name/Title

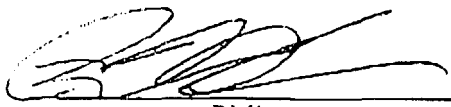
**Addendum to the
Lease
For 6,000+/-SF at 125 Presumpscot Street
Between
Country Bumpkins, Inc.
(Tenant)
And
Roundhouse on the Presumpscot
(Landlord)**

Landlord's Work:

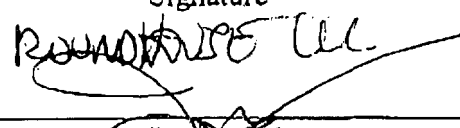
In consideration of Tenant's entering into a Lease with Landlord, Landlord hereby grants Tenant up to a \$140,000 towards tenant improvement allowance to allow Tenant to build out the demised premises at Landlord's expense with Landlord's contractors so that Tenant can renovate the premises as Tenant considers appropriate for its intended use of the premises. As and when Tenant incurs expense with Landlord's contractors performing the required build out services for any, Tenant shall submit all construction invoices to Landlord for immediate payment up to a total amount of \$140,000 tenant improvement allowance. Landlord shall pay all such invoices in accordance with their terms up to the full amount of the \$140,000 tenant improvement allowance. Tenant shall be liable for all build out expenses in excess of the \$140,000 tenant improvement allowance.

Landlord shall install a good and sufficient HVAC system and in the demised premises at its sole cost and expense and such cost and expense shall not be charged against the \$140,000 tenant improvement allowance referred to above. Such HVAC system shall in any case be suitable for Tenant's intended use of the demised premises.

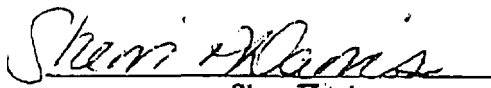
Landlord shall cause its contractors to complete the required build out and renovation of the demised premises no later than June 30th, 2004 so that Tenant may immediately occupy them on a 'turnkey' basis.

Signature


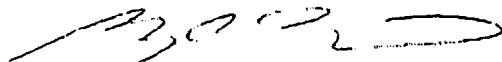
Phil Adams

Signature


Joseph Soley



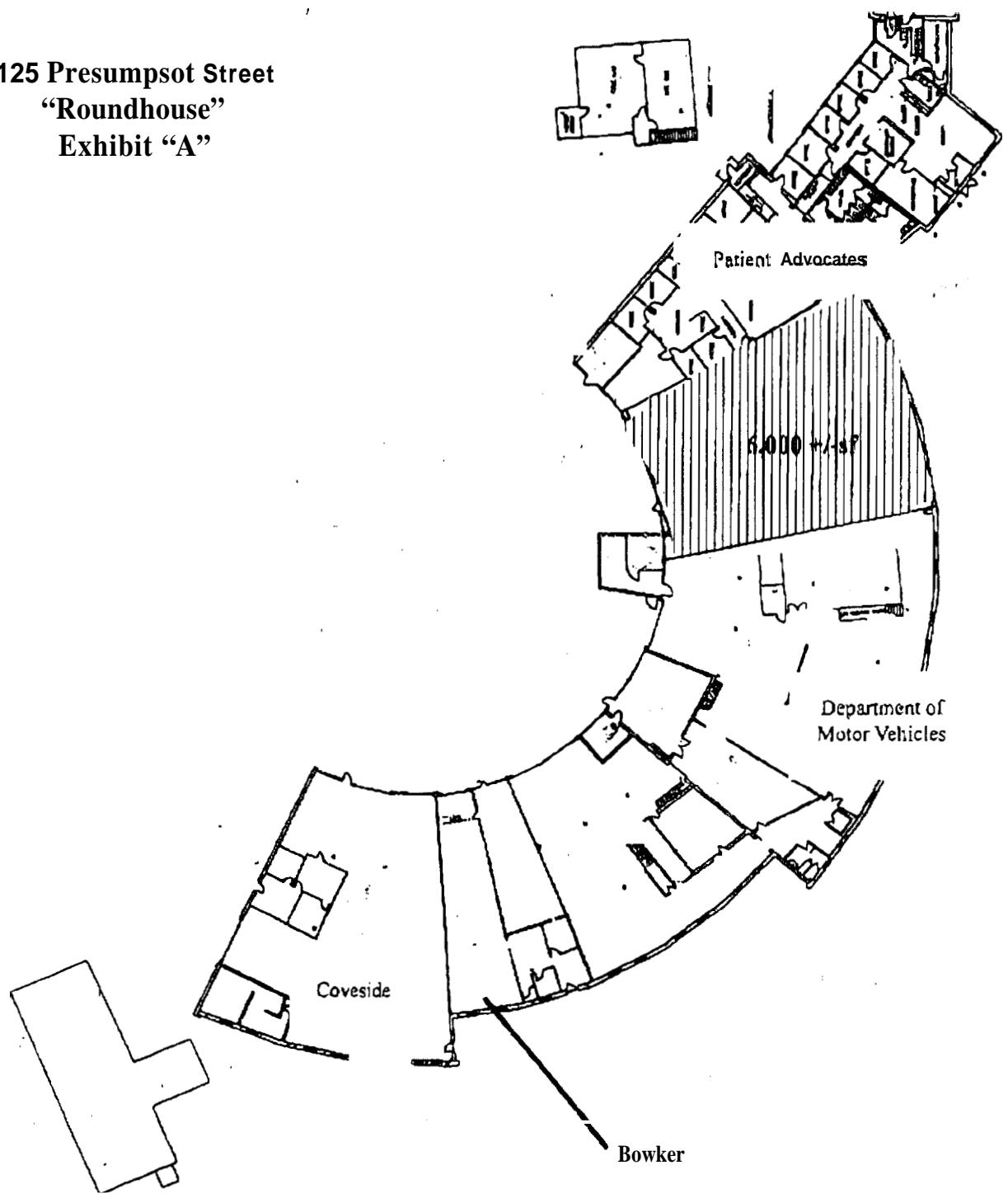
Sheri Adams



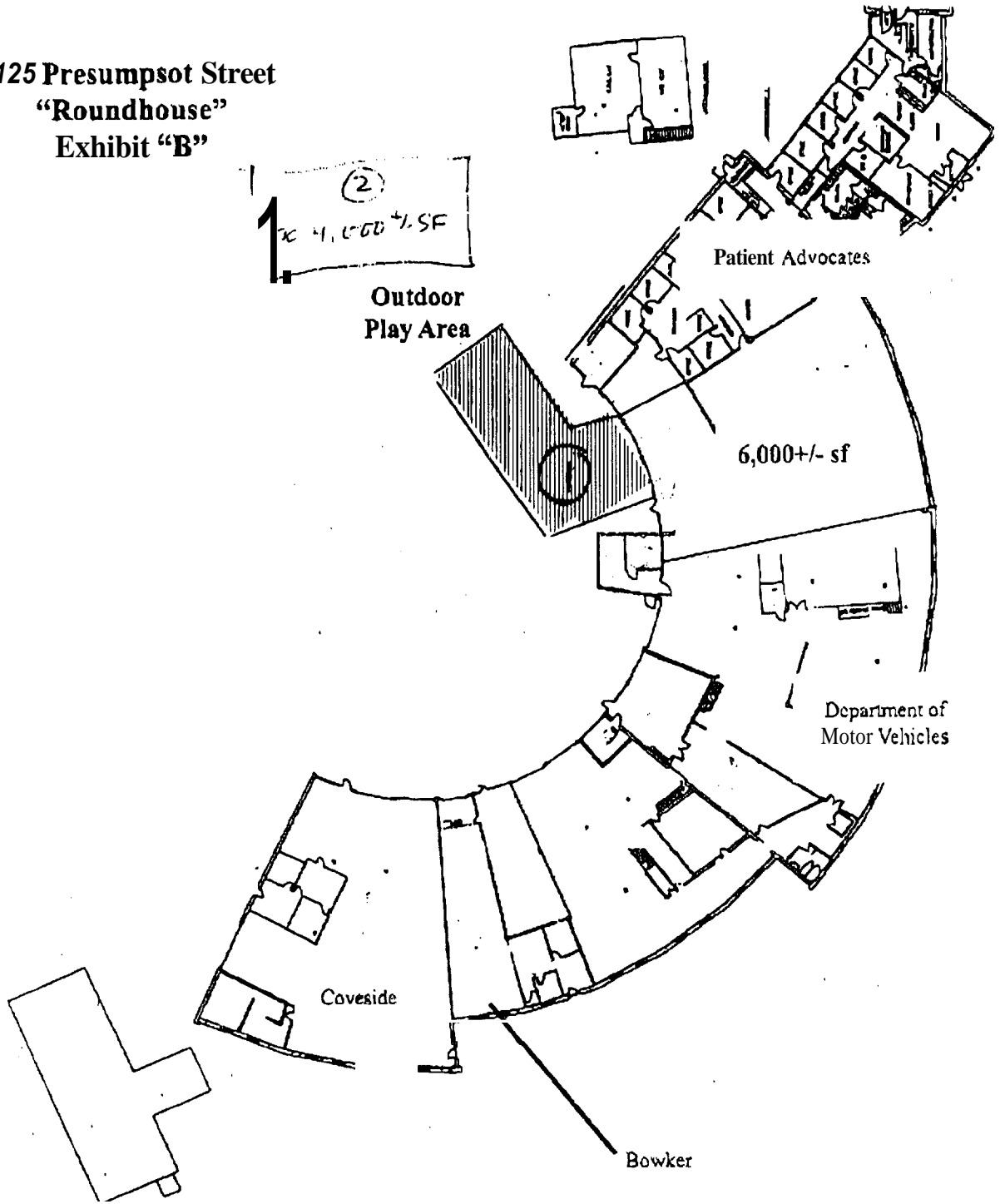
Witness to Tenants

Witness to Landlord

**125 Presumpot Street
"Roundhouse"
Exhibit "A"**



**125 Presumpot Street
"Roundhouse"
Exhibit "B"**



QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

BOYD PROPERTIES, INC., a Maine corporation with a place of business in Camden, Maine, whose mailing address is 44 Elm Street, Camden, Maine 04843 (the "Grantor"), for consideration paid, grants to ROUNDHOUSE ON THE PRESUMPSCOT LLC, a Maine limited liability company with a place of business in Portland, Maine, whose mailing address is P. O. Box 4894, Portland, Maine 04112 (the "Grantee"), WITH QUITCLAIM COVENANT, a certain lot or parcel of land, with all buildings and improvements thereon, and all rights and easements appurtenant thereto, located at 125 Presumpscot Street in Portland, Cumberland County, Maine, being more particularly described as follows:

A certain lot or parcel of land, with the buildings thereon, situated on the easterly side of Presumpscot Street, in the City of Portland, County of Cumberland and State of Maine, and being the historical description, which is further bounded and described as follows:

Beginning at an iron set in the ground on the easterly side line of Presumpscot Street, said iron being located North 22° 12' East (as measured along the easterly side line of said Presumpscot Street) four hundred seventy-five and seventy-nine hundredths (475.79) feet from the intersection of the easterly side line of said Presumpscot Street with the northerly side line of Sherwood Street, said point of beginning also being the westerly terminus of the division line between land now or formerly of Arnold Machinery Co.: and the land of the City of Portland :as described in the deed from said Arnold Machinery Co. herein under its former name of Houghton-Arnold Machinery Co. to the City of Portland by deed dated September 15, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2638, Page 208; from said point of beginning thence running northerly by said Presumpscot Street six hundred twenty-five (625) feet, more or less, to an iron pipe driven into the ground at the southwesterly corner of land conveyed by Houghton-Arnold Machinery Co. to Portland Scrap Iron & Metal Co., Inc. by deed dated November 30, 1961 and recorded in said Registry of Deeds in Book 2650, Page 458; thence running in a general easterly direction, on a course making an included angle of 91° 20' with the preceding course and by the southerly line of said Portland Scrap Iron & Metal Co., Inc. land two hundred fifty-two and eighty-nine hundredths (252.89) feet to a point marked by an iron pipe driven in the ground on land now or formerly of Canadian National Railway Company, said last mentioned point and iron being distant twenty-one and seventy-eight hundredths (21.78) feet generally westerly from the center line (measured at right angles to said center line) of a side track of Canadian National Railway Company; thence southeasterly by said Canadian National Railway Company land following a 3" curve to the left to the intersection of another curve in the line of said Canadian National Railway Company land; thence continuing in a southeasterly direction by land now or formerly of said Canadian National Railway Company following said other curve, being 5° 30', having a chord of two hundred sixty-four (264) feet, a distance measured along the arc of two hundred sixty-four and sixty-nine hundredths (264.69) feet to a point; thence continuing in a southeasterly direction in a straight line by land now or formerly of the Canadian National Railway Company, a distance of three hundred ninety-eight (398) feet to an iron pipe set in the ground at the northeasterly projection of the northwesterly boundary of an old cemetery; thence southwesterly following the northeasterly projection of the northwesterly

boundary of said cemetery to the most northerly corner of said cemetery and the easterly terminus of the division line described in the aforesaid deed to the City of Portland; thence running North $69^{\circ} 42'$ West (inadvertently referred to as "East" in prior deeds of record) by said City of Portland land **six** hundred four and fifty-one hundredths (604.51) feet to said iron set in the easterly line of Presumpscot Street and the point of beginning.

Also hereby conveying all of the Grantor's right, title and interest in and to all streets and ways shown on all plans herein referred to; and also conveying any and all real estate and interests therein lying between Presumpscot Street on the West and Canadian National Railway on the East in said City of Portland to which the Grantor has any right, title or interest and which has not been specifically hereinabove described.

The Grantor further conveys all right, title and interest in and to the following description, which description is based upon a boundary survey prepared in 1997 in connection with that certain Boundary Line Agreement between the City of Portland and Chapman Corporation, dated January 16, 1998 and recorded in said Registry of Deeds in Book 13556, Page 307:

commencing at a steel rebar on the easterly sideline of Presumpscot Street, City of Portland, County of Cumberland and State of Maine, at the northwesterly corner of land conveyed by Houghton Arnold Machinery Co. to the City of Portland, with the southwestly corner of the within-described premises, said point being the POINT OF BEGINNING and being four hundred seventy five and $79/100$ (475.79') feet northerly of Sherwood Street as measured along said sideline; thence North $22^{\circ} 33' 10''$ East along Presumpscot Street: a distance of six hundred twenty-five (625.00') feet to a steel rebar set and land of unclear ownership; thence South $68^{\circ} 46' 50''$ East a distance of two hundred fifty-two and $89/100$ (252.89') feet to land of the St. Lawrence and Atlantic Railway and the point of curvature of a non-tangent $3''$ curve, concave to the East, having a radius of one thousand nine hundred nine and $86/100$ (1,909.86') feet, a central angle of $0^{\circ} 17' 11''$, and a chord of nine and $55/100$ (9.55') feet bearing South $0^{\circ} 54' 12''$ East; thence Southerly along said Railway and $3''$ curve, a distance of nine and $55/100$ (9.55') feet to the point of curvature of a compound curvature with a $5'' 30'$ curve, concave to the East, having a radius of one thousand forty-one and $74/100$ (1,041.74') feet, a central angle of $14^{\circ} 33' 30''$, and a chord of two hundred sixty-three and $99/100$ (263.99') feet bearing South $8^{\circ} 17' 13''$ East; thence Southerly along said Railway and $5'' 30'$ curve, a distance of two hundred sixty-four and $70/100$ (264.70') feet to a point of tangency; thence South $15^{\circ} 33' 58''$ East along said Railway a distance of three hundred ninety-eight (398.00') feet to a steel rebar set; thence South $50^{\circ} 47' 17''$ West along said Railway land, a distance of seventy and $72/100$ (70.72') feet to a steel rebar set at the most northerly corner of an ancient cemetery at land conveyed by Houghton Arnold Machinery Co. to the City of Portland (Presumpscot School lot); thence North $69^{\circ} 20' 50''$ West along said school lot a distance of six hundred four and $51/100$ (604.51') feet to the POINT OF BEGINNING; said described tract containing 6.42 acres (279,442 square feet), more or less.

Being the same premises conveyed to Houghton-Arnold Machinery Co., n/k/a Arnold Machinery Co. by deeds of Canadian National Railway Company dated September 7, 1956 and December 31, 1957 and recorded respectively in Cumberland County Registry of Deeds, Book

23 17, Page 183 and Book 2432, Page 210, and deed of the **City** of Portland dated March 25, 1957 and recorded in said Registry of Deeds, Book 2342, Page 56, excepting and reserving, however, those portions of the premises conveyed by the aforementioned deeds which were conveyed by Arnold Machinery Co., f/k/a Houghton-Arnold Machinery Co. to Portland Scrap Iron & Metal Co. by deed dated November 30, 1961 and recorded in said Registry of Deeds, Book 2650, Page 458 and by deed dated February 13, 1962 and recorded in said Registry of Deeds, Book 2658, Page 49, and by deed of Houghton-Arnold Machinery Co., n/k/a Arnold Machinery Co., to the City of Portland dated September 18, 1961 and recorded in said Registry of Deeds, Book 2638, Page 208. The warranty of the Grantor herein against the lawful claims and demands of all persons claiming by, through or under it, shall extend only to the premises described in the aforementioned deeds, excepting and reserving therefrom the premises referred to in the foregoing exceptions and reservations.

This conveyance is subject to the following matters, as and if applicable:

1. Rights in minerals, together with right to enter to remove the same, making just compensation for any damage or injury occasioned thereby, which rights were reserved to Canadian National Railway Company in two deeds to Houghton-Arnold Machinery Co. dated September 7, 1956 and December 31, 1957 and recorded respectively in said Registry of Deeds in Book 23 17, Page 183 and Book 2432, Page 210.

2. Right to use sewer pipes, which right was reserved to Canadian National Railway Company in its deed to Houghton-Arnold Machinery Co. dated December 31, 1957 and recorded in said Registry of Deeds in Book 2432, Page 210.

3. Any and all easements or **rights** of way existing on the premises as indicated in general language in two deeds from Canadian National Railway Company to Houghton-Arnold Machinery Co. dated September 7, 1956 and December 31, 1957 and recorded, respectively, in said Registry of Deeds in Book 23 17, Page 183 and Book 2432, Page 210.

4. Easement granted by Arnold Machinery Co. to Portland Water District by instrument dated November 4, 1976 and recorded in said Registry of Deeds in Book 3939, Page 146.

5. Applicable zoning regulations of the City of Portland.

6. Boundary Line Agreement between the City of Portland and Chapman Corporation, dated January 16, 1998 and recorded in said Registry of Deeds in Book 13556, Page 307.

Said premises are further conveyed subject to rights of all tenants in possession thereof pursuant to recorded and unrecorded leases or as tenants at will.

Being the same premises conveyed to Roundhouse Realty Associates, LLC by deed of JBB 125 Presumpscot, LLC dated October 13, 2000 and recorded in said Registry of Deeds in

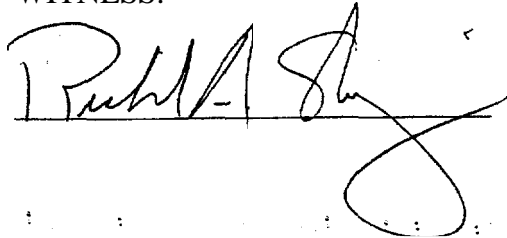
Book 15784, Page 214, excepting, however, from said premises that portion thereof conveyed by Roundhouse Realty Associates, LLC to Wyatt Garfield, Jr. and Rachel B. Garfield by deed dated September, 2001 and recorded in said Registry of Deeds in Book 17073, Page 233,

Also hereby conveying, however, the premises conveyed to Roundhouse Realty Associates, LLC by said Wyatt Garfield, Jr. and Rachel B. Garfield by deed dated September 28, 2001 and recorded in said Registry of Deeds in Book 17073, Page 232.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor by deed of Roundhouse Realty Associates, LLC dated April 3, 2003 and recorded in said Registry of Deeds in Book 19152, Page 253.

IN WITNESS WHEREOF, BOYD PROPERTIES, INC. has caused this instrument to be executed by Matthew W. Orne, its President, thereunto duly authorized, this 9 day of April, 2004.

WITNESS:



BOYD PROPERTIES, INC.

By: Matthew W. Orne
Matthew W. Orne
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND

April 9, 2004

Then personally appeared the above-named Matthew W. Orne, President of Boyd Properties, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Boyd Properties, Inc.

Before me,

Richard A. Shway
Notary Public
Attorney at Law

RICHARD A. SHWAY
Print name



F

1. MUNICIPALITY OR TOWNSHIP Portland	COUNTY Cumberland	BOOK (REGISTRY)	PAGE USE ONLY 119 24 2673
2. NUMBER AND STREET P. O. Box 4894		CITY OR TOWN Portland	STATE AND ZIP CODE ME 04112
4. NUMBER AND STREET 44 Elm Street		CITY OR TOWN Camden	STATE AND ZIP CODE ME 04843
PROPERTY	3. TAX MAP & LOT NUMBER (If municipality does not have maps, describe property) Tax Map 425, Block A, Lots 2 through 6, 8, 9 and 11 through 14 Tax Map 427, Block H, Lot 3		WARNING TO BUYER! If the property is classified as Farmland, Open Space, or Tree Growth, a substantial financial penalty could be triggered by development, subdivision, partition, or change in use of the property.
	7. DATE OF TRANSFER DAY 9		
CONSIDERATION			
FULL VALUE		\$ 2,475,000 .00	TAXABLE CONSIDERATION \$ 2,475,000 .00
EXEMPTION			
SPECIAL CIRCUMSTANCES		10. Were there special circumstances in the transfer which suggest that the price of the property was either more or less than its fair market value. (Such as the fact that transfer was a forced sale, foreclosure, intercorporate sale, exchange, or transfer tax was based on estimate value.) <u>PLEASE EXPLAIN.</u>	
INCOME TAX WITHHELD		11. <input type="checkbox"/> Buyer(s) certify that they have withheld Maine income tax from the purchase price as required by § 5250-A and will remit to Maine Revenue Services within 30 days after date of transfer.	
OATH		12. Aware of penalties as set forth by Title 36, Section 4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete.	
PREPARER		13. Name and address of person or firm preparing this form. Drummond Woodsum & MacMahon, 245 Commercial Street, Portland, Maine 04101-5091	

LINCOLN CENTER

PROPERTY MANAGEMENT

May 17, 2004

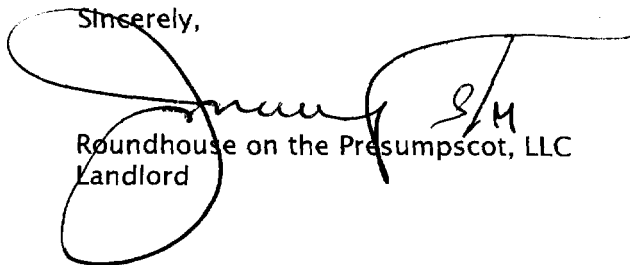
Candace Talbot
City of Portland

Re: Daycare facility / 125 Presumpscot Street

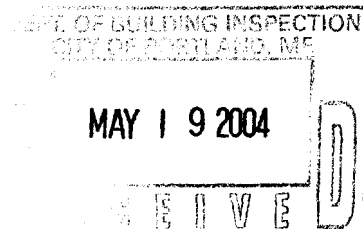
Dear Candace,

Per your request, this letter is to confirm that Sherri Adams, with Country Bumpkins Daycare Facility, shall have a minimum of twelve (12) parking spaces dedicated to their space.

Sincerely,


Roundhouse on the Presumpscot, LLC
Landlord

↓
~~13 is req~~
5/24/04 - Sherri Adams
stated there would be 10 and
possibly 11 employees -
therefor 12 parking spaces meet
the requirements of 17-247(15)



COMMERCIAL REAL ESTATE SERVICES



F A X

One Canal Plaza
Portland, ME 04101

T 207.772.1333
F 207.871.1288

To: Marge Smuckle
Company: _____
Fax #: 874-8716
Subject: 125 Presumpscot Street/ Sherri Adams
Day Core Facility
CC: _____

Date: Nov 20, 2004
From: Steve Baumonn
Direct line: _____
of Pages: 2

Dear Marge:

Please see the attached letter to Candace Talbot regarding the approval for Sherri Adams to use the 9,300sf of her facility as an external play area. Please contact me with any questions that you may have.

Thank you,

Steve

120' x 75' - min. required area per child

MAY 20 2004

LINCOLN CENTER PROPERTY MANAGEMENT

VIA HAND DELIVERY

May 20, 2004

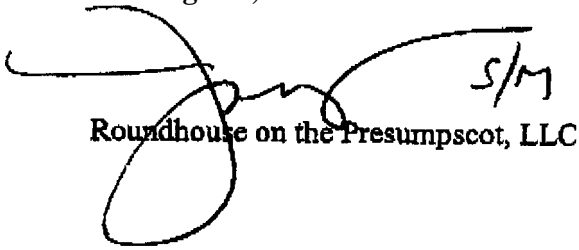
Candace Talbot
City of Portland

RE: 125 Presumpscot Street/ Sherri Adams Day Care Facility

Dear Candace:

Sherri Adams, our day care Tenant at 125 Presumpscot has asked us to draft a letter on her behalf acknowledging our approval for her to utilize 9,300sf for an exterior play area.

Best regards,

 S/M
Roundhouse on the Presumpscot, LLC

120' Kids - required area per child
120 x 75 = 9000 sq ft

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND
MAY 20 2004
RECEIVED

Lincoln Center Property Management, LLC
P.O. Box 4894 ~ Portland, ME - 04112

DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES CENTER

APPLICATION FOR ~~RENEWAL~~ OF A LICENSE TO OPERATE A CHILDREN'S DAYCARE FACILITY

NEW

Complete and Return to:

Department of Human Services
community services center
Child Care Licensing Unit
11 State House Station
Augusta, Maine 04333-0011

Fin 11 m - l.
2 required
APP. P to C-0

I/We have received and read the Rules for the Licensing of Children's Day Care Facilities. I/We understand that this application authorizes representatives of the Department and the State Fire Marshal's Office to make such visits and inspections as may be necessary to ascertain that the facility is in compliance with the LAW and RULES pertaining to the operation of such facilities.

I/We further certify that all information contained in this application is complete and accurate. An application fee of \$80.00 is enclosed. Checks or money orders should be made payable to: TREASURER, STATE OF MAINE. The application fee is non-refundable.

Authorized Signature: Sheri Adams Birthdate: 3.30.63

Print or Type Name: SHERI ADAMS Position: OWNER

Date: May 5, 04

In accordance with 22 MRSA §7701 et seq and with the applicable rules of the Department of Human Services, I/we apply for ~~renewal~~ of my/our license to operate a day care facility for 120? children.

Name of Facility: The children's Adventure Center

Facility Address: 125 Presumpscot St Portland, ME

Telephone Number at Facility: 199-Child (2445) Other Business No.: 655-6955

Name of Operator: Sheri Adams

Operator's Address: 17 Conasa Rd, Raymond, ME 04071

Internal Revenue Employer Identification Number: 620682357

If new director, please submit the following information:

Name: Jaime Robineau

Address: PO Box 2145 Windham, ME 04092

Resume: please see Sharon Rankin ->

Transcripts: she has transcripts from GMC

PLEASE COMPLETE OTHER SIDE

CSC-DOL 011 (6/02)
DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND

MAY 20 2004

Three references with complete names and addresses (not related to director):

Sherry Nelson - Windham, ME 04092, 893-2256
~~Kelly Winslow - 10 Wilderness Way, Casco, ME, 04015 655-3495~~
 Kathy Plourde - P.O. Box 578, So. Casco, ME, 04077 655-5495

Days and Hours of Operation: 6:30-3:30

Any Changes in Program?: (NO) Infant thru before and after school developmentally appr. curriculum.

Names of all persons working with children and their job titles; roster can be submitted if more space is needed:

(will hire)

Directions for reaching day care facility:

Washington Ave, Right straight down through,
 Right before you get to 295 Ramp on left
 across from Annia's store, Right at light turn
 left, up Resurrection St, about 1/4 mile on
 right, is DMV found house building unit

Have you or has anyone employed by you been charged with a crime or been involved in a civil lawsuit since your last application? [] Yes [x] No If yes, please explain on a separate sheet.

Be in that
 Right next to DMV, and when
 the back will be entrance.

U.S. DEPARTMENT OF IMMIGRATION

MAY 20 7004

.....

facsimile transmittal

To: Jim Thibodeau **From:** Mike Nugent

Fax: 878-1788 **Date:** May 26,2004

Phone: 878-1751 **Pages:** 1

Re: 125 Presumpscot St. (425 a002)

Urgent For Review Please Comment Please Reply Please Recycle

.....

I have started the review of the above project need the following info to continue:

- 1) Please complete the attached certification forms and return them to me.
 - 2) I need a bit better idea of the specific intended use, age groups and number in each age group of the clients, and occupancy load of this space.
 - 3) Why are the partitions varying height and do they extend to the underside of the roof?
 - 4) What is the UL listing of the Rated wall and will it be metal or wood studs? (the plans have been altered)
-



.....

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0535	Date Applied For: 05/03/2004	CBL: 425 A002001	
Location of Construction: 125 Presumpscot St	Owner Name: Roundhouse on the Presumpscot LL	Owner Address:	Phone:
Business Name:	Contractor Name: Reagan & Company	Contractor Address: 106 Merrill Rd. Gray	Phone (207) 653-6353
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	
Proposed Use: Change of Use to Day Care Center with tenant fit-up		Proposed Project Description: Change of Use to Day Care Center with tenant fit-up	



Application for Barrier-Free Permit

Department of **Public Safety**
Licensing & Inspections
764 State House Station
Augusta, Maine 04333-0164

Tel: 207-624-8744 x 1
Fax: 207-624-8767



Project Name: THE CHILDRENS ADVENTURE CENTER
 Street Location: 125 KINGSBURY ST Town Location: PORTLAND, ME
 County: Cumberland State: ME Zip Code: _____

New Building:

Renovation:

Change of Use:

Project Cost: 96,000 Fee (fee schedule is on back): \$25.00

Design Professional's Name: ASS DESIGN PARTNERS INC
 Mailing Address: 80 Kington Rd
 Town: FALMOUTH State: ME Zip Code: 04039
 Maine Registration Number: 5795
 Design Professional's Signature: [Signature] Date: 4.30.04

Approved for Permit: Date: _____ Plan Reviewer: _____

Comments:

LOG #	DATE PLANS RECEIVED	REVIEW FEE	DATE FEE RECEIVED	CHECK #	PLAN REVIEWER	DATE PERMIT ISSUED	PERMIT #
	4/30/04	\$25.00	4/30/04	Cash	R.M		

NO.	TYPE	SIZE	MATERIAL	HIDE	FR.	TYPE	FR.	FRONT	REAR	FRAMES	THRESHOLDS
101	---	307/2	1.34	YES	NO	---	---	---	---	---	---
102	---	307/2	1.34	YES	NO	---	---	---	---	---	---
103	---	307/2	1.34	YES	NO	---	---	---	---	---	---
104	---	307/2	1.34	YES	NO	---	---	---	---	---	---
105	---	307/2	1.34	YES	NO	---	---	---	---	---	---
106	---	307/2	1.34	YES	NO	---	---	---	---	---	---
107	---	307/2	1.34	YES	NO	---	---	---	---	---	---
108	---	307/2	1.34	YES	NO	---	---	---	---	---	---
109	---	307/2	1.34	YES	NO	---	---	---	---	---	---
110	---	307/2	1.34	YES	NO	---	---	---	---	---	---
111	---	307/2	1.34	YES	NO	---	---	---	---	---	---
112	---	307/2	1.34	YES	NO	---	---	---	---	---	---
113	---	307/2	1.34	YES	NO	---	---	---	---	---	---
114	---	307/2	1.34	YES	NO	---	---	---	---	---	---
115	---	307/2	1.34	YES	NO	---	---	---	---	---	---
116	---	307/2	1.34	YES	NO	---	---	---	---	---	---
117	---	307/2	1.34	YES	NO	---	---	---	---	---	---
118	---	307/2	1.34	YES	NO	---	---	---	---	---	---
119	---	307/2	1.34	YES	NO	---	---	---	---	---	---
120	---	307/2	1.34	YES	NO	---	---	---	---	---	---
121	---	307/2	1.34	YES	NO	---	---	---	---	---	---
122	---	307/2	1.34	YES	NO	---	---	---	---	---	---
123	---	307/2	1.34	YES	NO	---	---	---	---	---	---
124	---	307/2	1.34	YES	NO	---	---	---	---	---	---

HARDWARE NOTES:

1. ALL EXIT DOORS, 1.07, 1.02, 1.04 SHALL HAVE EXIT DEVICES, PUSH, AND COSSERS. BALANCE OF HARDWARE TO BE SELECTED BY OWNER.
2. ALL PAINTED DOORS SHALL HAVE LEVER HANDLE LOCKSETS AND COSSERS. BALANCE OF HARDWARE TO BE SELECTED BY OWNER.
3. ALL INTERNAL SWING DOORS SHALL HAVE LEVER HANDLE LOCKSETS. BALANCE OF HARDWARE TO BE SELECTED BY OWNER.

CODE ANALYSIS
 MEDINA SALON AND DAY SPA
 125 PRESUMPSCOTT STREET
 PORTLAND, MAINE

2003 INTERNATIONAL BUILDING CODE

Use Group Classification: Educational, Use Group E
 Occupancy Loads: 30 per ft² @ Educational = 288
 Area Use Separation Ratings: 1 hour @ non-separated, 2 hr at separated (NA)
 Joint, Wall & Storage Areas: 1 hour @ over 50 ft but under 100 ft
 Storage of Fire Hazardous Materials: 1 hour @ over 100 ft

Building Information
 Construction Type: VB (Unprotected (Existing, Spandrel/Alarm System)
 Maximum Height: 50' (50' / 100' / 100')
 Maximum Area / Floor: 2,500 ft² (2,500 ft² / 2,500 ft² / 2,500 ft²)

Fire Resistance Rating
 Structure Frame: Non-Combustible
 Floor/Slab: 1 hour
 Fire Separation Wall/Timber: 2 hours
 Shaft Enclosure: 1 hour
 Other Assemblies: None

Other Information
 Exit: 1 hour (over if sprinkler)
 Maximum Dead Load Corridor Length: 30'
 Maximum Corridor Travel Path: 75'
 Maximum Travel Depth: 47' (NA)
 Maximum Stair Width: 47' (NA)
 Maximum Stair Height: 47' (NA)
 Maximum Ramp Rise: 1:12 (NA)
 Handrails: 34" AFF/1 1/2" O.D. (NA)
 Maximum Ceiling Height: 7'-6" in occupied spaces, 7'-2" at openings

Fire Alarm/Detection System: Required
 Fire Sprinkler System: Not Required
 Smoke Fire Detectors: Required
 Emergency Lighting: Required

Building Use Loads
 Office Space: 50 psf
 Lab/Shop: 100 psf
 Corridor: 80 psf

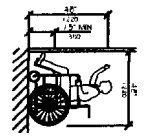
ASSOCIATED DESIGN PARTNERS INC.
 80 Leighton Road, Portland, Maine 04105
 Office: (207) 878-1751
 Fax: (207) 878-1788
 E-Mail: adp@adppartners.com

PROJECT: **ADAMS DAYCARE**
 PORTLAND, ME
 FOR: SHERRI & PHIL ADAMS

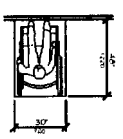
SHEET TITLE:
DOOR SCHEDULE + CODE ANALYSIS

NO.	BY	DATE	REVISIONS DESCRIPTION

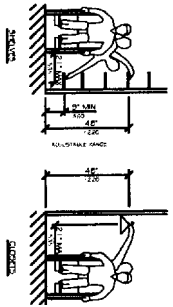
DATE: 04/27/05
 DRAWN BY: ADP
 CHECKED BY: ADP
 PROJECT NUMBER:
04072
 SHEET NO.:
A103



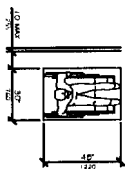
HIGH FORWARD REACH LIMIT



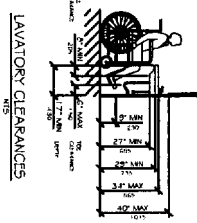
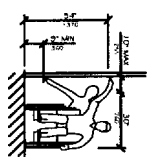
STORAGE SHELVES AND CLOSETS



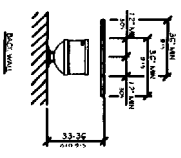
CLEAR FLOOR SPACE PARALLEL APPROACH



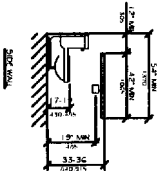
HIGH AND LOW SIDE REACH LIMITS



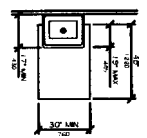
LAVATORY CLEARANCES



GRAB BARS AT WATER CLOSETS



CLEAR FLOOR SPACE AT LAVATORIES



CLEAR FLOOR SPACE AT WATER CLOSETS

SPECIFICATIONS FOR WATER CLOSETS SERVING CHILDREN'S AGES 3 THROUGH 12

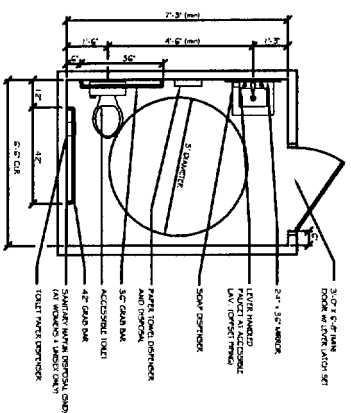
	AGES 3-4	AGES 5-8	AGES 9-12
(1) WATER CLOSET CENTERLINE	12' 0"	12' 0" TO 15' 0"	15' 0" TO 16' 0"
(2) TOILET SEAT HEIGHT	11' 10" TO 12' 0"	12' 0" TO 15' 0"	15' 0" TO 17' 0"
(3) BIDET BAK HEIGHT	18' 10" TO 20' 0"	20' 0" TO 23' 0"	23' 0" TO 27' 0"
(4) LIGHTSWITCH HEIGHT	14' 0"	14' 0" TO 17' 0"	17' 0" TO 18' 0"

ACCESSIBILITY ACCESSORY MOUNTING HEIGHTS

- 36" TO 42" TOILET WATER CONTROL
- 42" TO 48" TOILET SEAT
- 48" TO 54" BIDET BAK
- 48" TO 54" SHOWER HEAD
- 48" TO 54" SHOWER CONTROL
- 48" TO 54" ELECTRICAL SWITCHES
- 48" TO 54" SHOWER TOILET CONTROL

ACCESSIBILITY GENERAL NOTES

1. READING SHALL HAVE A MINIMUM CLEARANCE OF 36" BETWEEN THE COOK TOP AND THE REARER, MEASURED BETWEEN THE FACE OF THE COOK TOP AND THE REARER STOP.
2. ALL DOORS SHALL HAVE LEVER HANDLE HORIZONTAL, EXCEPT AT MACHINE ROOMS.
3. ALL CLOSETS SHALL BE 5/8" FULL WHEELWHEEL AT DOORS FORMING WITH LEVER HANDLE HORIZONTAL.
4. ALL DOORS WITH CLOSERS SHALL HAVE 1" OF CLEAR DISTANCE FROM THE BOTTOM OF THE DOOR TO THE FLOOR.
5. ALL DOORS WITH CLOSERS SHALL HAVE 12" CLEAR DISTANCE FROM THE BOTTOM OF THE DOOR TO ANY ADJACENT WALL OR OBSTRUCTION ON THE REAR SIDE OF THE DOOR.
6. ALL DOORS SHALL BE ADJUSTED 20" TO 24" TO BRIMM COMPARTMENT AT LAVATORY WALLS TO PROVIDE 48" CLEARANCE.



TYPICAL ACCESSORIES

REVISIONS

NO.	BY	DATE	DESCRIPTION
1			
2			
3			
4			

DATE: 04/07/22
SCALE: AS SHOWN
DRAWN BY: JAC
CHECKED BY: JAC
TITLE: ACCESSIBILITY DETAILS AND NOTES
PROJECT NO: 04072
SHEET NO: A102

PROJECT: ADAMS DAYCARE
PORTLAND, ME
FOR: SHERRI & PHIL ADAMS

SHEET TITLE:
ACCESSIBILITY DETAILS AND NOTES

ASSOCIATED DESIGN PARTNERS INC.

80 Leighton Road
Falmouth, Maine 04105

Office: (207) 878-1751
Fax: (207) 878-1786
E-Mail: adp@adpengineering.com