

TOWN OF YARMOUTH

Department of Planning and Development

200 Main Street Yarmouth, Maine 04096

(207)846-2401

WWW.YARMOUTH.ME.US

Fax: (207)846-2438

SITE PLAN APPLICATION FORM

☒ Minor ☐ Major

Date: June 18, 2019 Zoning District CD4-C Map 31B Lot 20 Ext

Site Location 305 US Rt 1, Yarmouth, Maine 04096
Property Owner Maine Gateway LLC, Kathryn Wallingford, Manager
Mailing Address 305 US Rt 1, Yarmouth, Maine 04096
E-mail Address kap333@gmail.com
Phone 207-650-9955 Fax

Name of Project Royal River Community Players Theatre
Existing Use Vacant restaurant
Proposed Use Theatre / Assembly space

Amendment to a previously approved site plan? Yes ☐ No ☒
Special exception use? Yes ☐ No ☒

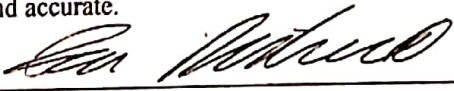
Fee: \$100.00/1000 sq. ft.; up to \$3000.00

The Department of Planning and Development shall send notices to all property owners at a minimum of 500 feet including a description of the proposal. Letters will be at a cost of \$5/letter to the applicant.

The Town will correspond with only one contact person/agent for this project. Please provide the requested information regarding the contact person/agent.

Contact person/agent Ian Michaud
Mailing Address 602 Granite St
E-mail Address ian@liquidriot.com
Phone 718-974-1849 Fax

I certify that, to the best of my knowledge, all information provided in this application form and accompanying materials is true and accurate.


Signature of Owner
(If signed by Owner's agent, provide written documentation of authority to act on behalf of applicant.)

"I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application."

Ian Michaud
Print or type name and title of signer

1. PROJECT DESCRIPTION

- A. In a separate document please describe the overall project objectives and proposed uses of property, including quantity and type of residential units (if any).
- B. Project details
1. Name and approval date of subdivision this site is in (if applicable)
N/A
Subdivision lot numbers (if applicable) N/A
 2. Assessor's Map number(s) 31B Lot number(s) 20
 3. Existing zone(s) of the site
CD4-C, Route 1 corridor
Shoreland Overlay District ☐ Yes ☒ No
Affordable Housing District ☐ Yes ☒ No
Mobile Home Park Overlay ☐ Yes ☒ No
 4. a. Total land area of site (all contiguous land in same ownership)
N/A
b. Total floor area of each proposed building in square feet
N/A
c. Footprint of each proposed building in square feet
N/A
d. Height of proposed building(s) _____ feet _____ stories
e. Total number of proposed parking spaces N/A
f. Number of proposed handicap parking spaces N/A
- C. Existing conditions
1. Existing land use Multi-unit commercial property
 2. Total floor area of each existing building in square feet
Area of proposed project: 2011+/- square feet
 3. Footprint of each existing building in square feet
N/A
- D. Attach as Exhibit #1 a map such as the Maine Atlas and Gazetteer map (clean photocopies are acceptable). Indicate the location of your project on map.
- E. Construction sequence
1. Estimated time of start of project July 1, 2019
Estimated time of completion of project Sep 1, 2019
 2. Is this to be a phased project? Yes ☐ No ☒
 3. Attach as Exhibit #2 a construction schedule outlining the anticipated sequence of construction (beginning and completion) for the major aspects of the proposed project, including roads, erosion control and drainage measures, structures, sewer and water lines, other utilities, paving, landscaping.

2. RIGHT, TITLE, OR INTEREST

- A. Name and mailing address of record owner of the site
Maine Gateway LLC
Kathryn Wallingford, Manager
305 US Route 1, Yarmouth, Maine 04096
Phone 207-650-9955 Fax _____
- B. Attach as Exhibit #3 evidence of corporate or partnership status, if applicant is not an individual.

- C. Attach as Exhibit #4 evidence of applicant's right, title, or interest in the site. A complete copy of the document must be provided; financial information may be deleted.
- D. Attach as Exhibit #5 a copy of the current owner's existing deed for the site.
- E. Attach as Exhibit #6 summary lists of all existing and all proposed easements or other burdens for this property. More detailed information may be required, depending on the particular circumstances of the site.
- F. If a condominium, homeowners, or property owners association will be established, attach as Exhibit #7 the articles of incorporation, the Declaration of Covenants and Responsibilities, and the proposed by-laws of the organization.

3. FINANCIAL CAPACITY

- A. Estimated cost of the project (including land purchase and development costs)
\$12000
- B. Attach as Exhibit #8 evidence of your financial capacity to complete the proposed development. Submit one or more of the following (please check as appropriate):
 - ☒ 1. A written statement from the applicant's bank or a certified public accountant who recently has audited the applicant's finances stating that the applicant has cash reserves in the amount of the estimated cost of the project and can devote those reserves to the project.
 - ☐ 2. When the applicant will personally finance the development, provide copies of bank statements or other evidence, which will indicate availability of funds, and evidence that the applicant can devote these funds to the project.
 - ☐ 3. The most recent corporate annual report showing availability of sufficient funds to finance the development, together with a statement from the applicant that the funds are available and will be used for the proposed project.
 - ☐ 4. A letter from a financial institution, governmental agency, or other funding agency, which indicates a timely commitment to provide a specified amount of funds and the uses for which the funds may be utilized.
 - ☐ 5. In cases where outside funding is required, but there can be no commitment of money until regulatory approvals are received, a formal letter of "intent to fund upon approval" from a funding institution indicating the amount of funds it is prepared to provide, their specified uses and the conditions on which funds will be made available.

4. TECHNICAL ABILITY

- A. List all projects undertaken by the applicant within the last five years, beginning with the most recent project:
Liquid Riot Bottling Company, Portland (distillery, brewery, restaurant) General Contractor and carpenter.
- B. Have done no prior projects ☐
- C. Attach as Exhibit #9 a list of all consultants retained for this proposed project, such as engineers, architects, landscape architects, environmental consultants; and those firms or personnel who will be responsible for constructing, operating and maintaining the project.

5. SOLID WASTE

Attach as Exhibit #10 an explanation of the proposed method of collection, removal, and disposal for anticipated solid waste from this project.

6. WATER

Attach as Exhibit #11 written confirmation from the Yarmouth Water District that it can supply the proposed development and that the proposed plan has been approved by the District. If the

applicant proposes a private supply, provide evidence that a sufficient and healthful water supply is available for the proposed development.

7. TRAFFIC

Attach as Exhibit #12 a written evaluation and demonstration of the adequacy and availability of adjacent streets to serve the proposed project. If you must submit a full traffic study to DEP, provide two (2) copies with this application. (see Ch. 702 H.2.)

8. SANITARY SEWERS AND STORM DRAINS

A. Estimated sewage gallons per day for the completed project

600

Please note that the Town Manager must approve new sanitary sewer connections that are considered sewer extensions.

B. Will this project generate industrial or non-sanitary waste that will enter the public sewer or drains? No ☒ Yes ☐

If yes, please describe proposed types and amounts:

C. If a subsurface wastewater disposal system is proposed, provide evidence that it conforms to the requirements of the State Plumbing Code.

9. SURFACE DRAINAGE AND-RUNOFF, STORMWATER MANAGEMENT

A. Attach as Exhibit #13 a description of any problems of drainage or topography, or a representation that, in the opinion of the applicant, there are none.

B. Attach as Exhibit #14 a complete stormwater management plan, including drainage calculations for pre- and post-development for 2 yr. and 25 yr. storm events, a drainage plan, and an assessment of any pollutants in the stormwater runoff, that meets the requirements of Chapter 702, Review Criteria re Stormwater Management.

10. EROSION AND SEDIMENTATION CONTROL

A. Attach as Exhibit #15 a written description of erosion and sedimentation control measures to be used during and after construction of the proposed project.

B. Show on a plan the proposed location, type, and detail of erosion control devices, unless this information is included on a site plan drawing.

11. SOILS

A. Attach as Exhibit #16 a medium intensity soils classification report, including description of soils and interpretation of engineering properties. Include geotechnical report, if applicable.

B. Show on a plan the existing soil conditions on the site, unless this information is included on a site plan drawing. Include wetlands delineation and report, if applicable.

12. SITE PLAN ORDINANCE REQUIREMENTS

A. Attach as Exhibit #17 list of approvals needed from other agencies, such as the General Board of Appeals, Army Corps of Engineers, and Maine Department of Environmental Protection.

B. Attach as Exhibit #18 a written statement that explains how the project complies with the site plan review criteria and with specific performance standards required in the zoning district, if applicable. If applicable, please note how the proposal specifically complies with the separate components of the Route One Corridor Design Guidelines.

C. Attach as Exhibit #19 a summary list and a written offer of cession to the Town of all proposed streets, utilities and open space proposed for dedication.

D. Attach as Exhibit #20 all requests for waivers including an explanation of the undue hardship or special design requirements, which are the basis for the requests.

E. Attach as Exhibit #21 a written explanation of all potential nuisances associated with this project and how they will be mitigated, or a representation that, in the opinion of the

applicant, there are none.

13. SITE PLAN DRAWINGS, MAPS

- A. Site plan drawings
 - a. paper no larger than 24" x 36", with all drawings in a set the same size
 - b. bound and folded no larger than 9" x 12", with project name shown on front face of folded plan
 - c. number and date drawings, with space for revision dates
 - d. scale of the drawings shall be between 1"=20' and 1"=50'
 - e. show the entire parcel in single ownership, plus off-site easements
- B. Title block shall include:
 - a. identification of plan as "Site Plan"; "Amended" if applicable
 - b. name and address of project
 - c. name(s) and address(es) of site owner and of applicant
 - d. name and address of plan designer(s)
- C. Location map shall include:
 - a. abutting property within one thousand feet of project boundaries
 - b. outline of proposed project
 - c. zoning district(s) of abutting properties
 - d. at least one street intersection
- D. North arrow and scale.
- E. General plan notes shall include:
 - a. zoning district and list of applicable dimensional regulations comparing the required and proposed
 - b. proposed number of units
 - c. required and proposed number of parking spaces
 - d. total square footage of existing and proposed buildings
 - e. square footage of proposed building footprint
 - f. all requested waivers
 - g. indication if proposed structure is to be sprinklered
 - h. total square footage for each use, if applicable
- F. Name, location, width of existing and proposed streets.
- G. A Boundary Survey, Category 1, Condition 2, showing site boundaries.
- H. Setbacks as required by zoning ordinance; zone line if site is transected by a zone line or if zone line is within 30 feet of the boundaries of the site.
- I. Existing and proposed contours at 2' intervals. Show 1' contours and/or spot elevations if sufficient detail cannot be shown with 2' contours.
- J. Buildings, structures, and signs
 - a. location, dimensions, shape, facade elevations, entrances, materials, colors of exterior of proposed buildings, structures, and signs. (see Ch. 701, II, C, E, F)
 - b. description of all finish surface materials
 - c. location, dimensions, shape of existing buildings
 - d. building's setbacks from property line, if different from required yard setbacks
- K. Names of abutting property owners and locations of buildings and curb cuts on abutting properties.
- L. Locations and dimensions of parking areas, loading and unloading facilities, driveways, fire lanes, access points. Give typical parking space dimensions. (see Ch. 701, II H; Ch. 702, J.1, 2, 3)
- M. Location of all existing and proposed easements and rights-of-way, including identification of who has or will receive the easement.

- N. Location, dimensions, materials of existing and proposed pedestrian access ways.
- O. Location and size of existing and proposed utilities, both on-site and in adjoining public ways. Location of nearest existing hydrant. Include installation details for proposed utilities.
- P. Construction drawings showing plans, profiles, cross-sections, and details of appurtenances for sanitary sewer and storm drainage systems.
- Q. Location, height, wattage, bulb type of exterior and building-mounted lighting. Photometric plan consistent with requirements of site plan and zoning ordinances. (See Ch. 701, II X; Ch. 702, J. 4)
- R. Location and description of existing natural features, such as wetlands, watercourses, marshes, rock outcroppings, stands of trees. Natural features to be preserved must be identified on plan.
- S. Existing and proposed landscaping, fencing, screening. Include fence dimensions, location, material, and a table showing number of plants of each species, common and botanical names. Include planting and preservation details, if applicable. Indicate proposed snow storage area, if applicable. (see Ch. 701, II Y, and Ch. 702 J. 5)
- T. Grades, street profiles, typical cross-section, and specifications of proposed streets and sidewalks. These must meet the standards of Ch. 601, Article IV.
- U. A description of any right-of-way, street, sidewalk, open space, or other area the applicant proposes to designate as public.
- V. Name, registration number, seal, and signature of all registered professionals (engineer, land surveyor, architect, landscape architect, etc.) who prepared the plan.
- W. First floor finished floor elevation(s) for all proposed buildings.
- X. If project is within the RP district, extent of floodway and floodway fringe.
- Y. If project is within Shoreland Overlay District, show required setbacks.

Please be advised to keep in touch with the Director of Planning and Development throughout the process, 846-2401; fax 846-2403. Your responsiveness will help the process to run smoothly.

CONDITIONS OF APPROVAL

The property shown on this plan may be developed and used only as depicted on this approved plan. All elements and features of the plan and all representations made by the applicant concerning the development and use of the property which appear in the record of the Planning Board proceedings are conditions of approval. No change from the conditions of approval is permitted unless an amended plan is first submitted to and approved by the Planning Board.

Surface Water and Groundwater: No owner of a lot, his agents, or successors in interest shall alter the natural course of surface water on any lot in a way which would alter the natural flow of such water across any other parcel, unless such alteration is approved by the owners of all parcels affected. No owner of a lot, his agents, or successors in interest shall use blasting chemicals that generate perflorates.

Project Description

The objective of this project will be to convert the existing, vacant Dirigo restaurant space to a multi-purpose theatre and event space with a 200-person capacity to be used by the Royal River Community Players.

ABOUT RRCP

Royal River Community Players is a non-profit community theater located in Yarmouth, Maine. Founded in the Fall of 2016 by a group of like-minded theater enthusiasts who decided it was time to have a performance group that wasn't "just for kids" nor "just for adults", our goal is to produce plays and musicals that the whole family can participate in, watch, and enjoy.

RRCP MISSION STATEMENT

The purpose of the Royal River Community Players is to create multi-generational performing arts experiences for Yarmouth and surrounding area residents. These opportunities of education, culture, and creative expression are provided through theatrical productions for all ages.

RRP VISION

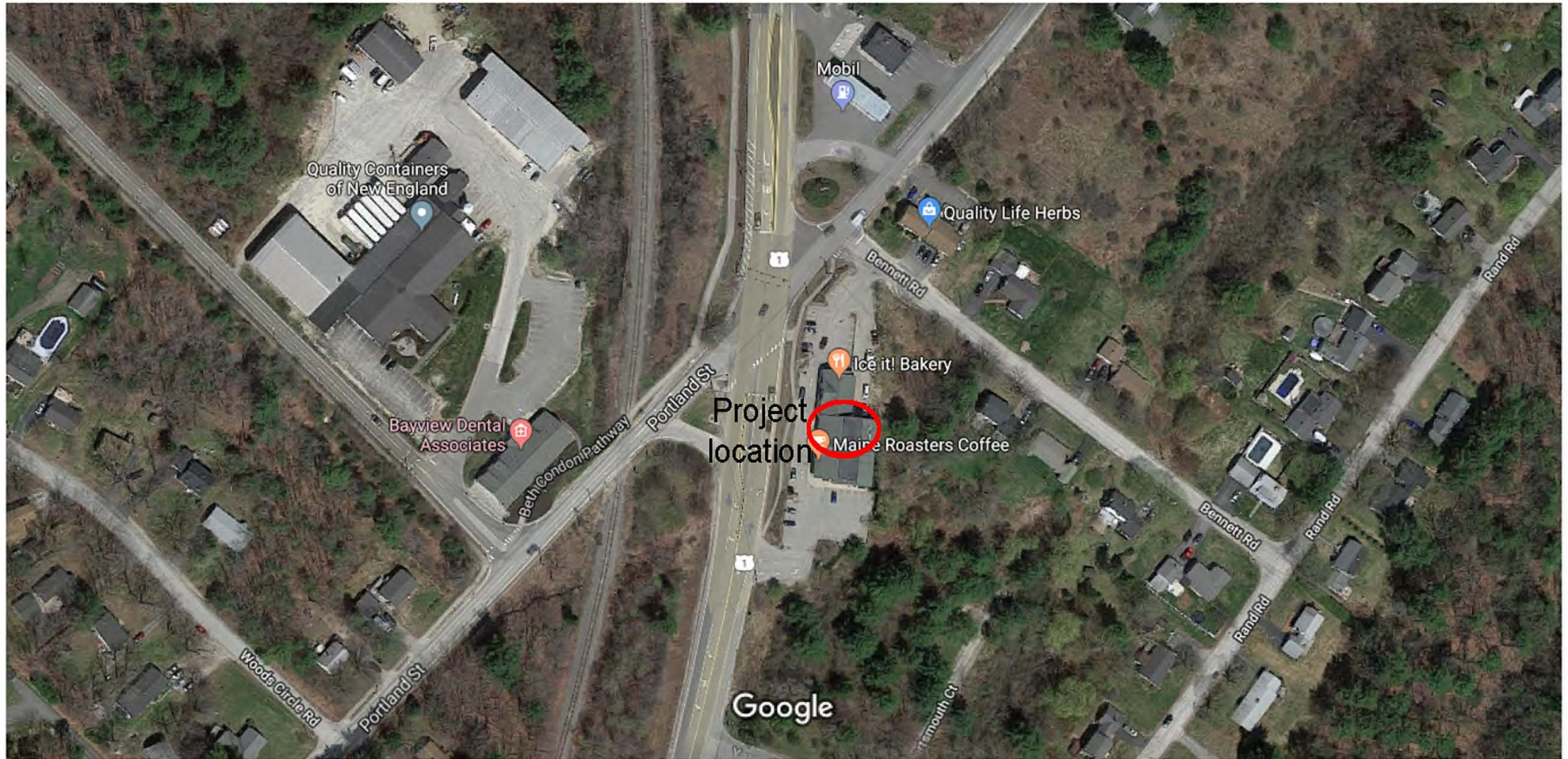
Royal River Community Players envisions a dynamic theater company in Yarmouth presenting three full-scale productions annually as well as smaller, more focused events such as Clam Festival appearances and open mic performances. We also envision growing the local talent by offering classes in acting, improv, clowning, music, and other theater-related topics. Finally, we believe providing a space for other local artistic groups to perform as well as bringing talent from outside the area, such as professional groups, comedians, dance troops, etc., will continue to enhance the cultural opportunities in Yarmouth and surrounding areas.

In addition to the performing arts-based uses outlined above, this project will give the RRCP a space to host fundraisers and benefits to further the groups cause. The space will also be available for use by the general Yarmouth community as a conference, meeting and events space. The space will be an open, flexible black-box style venue with changeable seating and performance configurations and a maximum capacity of 200 people.



305 US Route 1, Yarmouth, Maine 04096

Exhibit #1



Imagery ©2019 Google, Map data ©2019 100 ft

Exhibit #2, Construction Schedule

Upon project approval, the construction process will be as follows. Work should take approximately two months.


- Demo one existing bathroom, serving area, and bar area.
- Construct new bathrooms.
- Relocate old kitchen wall and enclose new concessions area and green room behind.
- Construct technical booth.
- Partition front corner of space for ticket booth and office.
- Enclose rear exterior stair to meet code.
- Plumbing and electrical contractors complete.
- Final inspections.

**DOMESTIC
NONPROFIT CORPORATION**

STATE OF MAINE

ARTICLES OF INCORPORATION

File No. 20180449ND Pages 3
Fee Paid \$ 40
DCN 2181172230014 ARTI
FILED
04/19/2018


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 13-B MRSA §403, the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Royal River Community Players

SECOND: ("X" one box only. Attach additional page(s) if necessary.)

☒ The corporation is organized as a public benefit corporation for the following purpose or purposes:
Creating multi generational educational opportunities and encouraging creative expression through theatrical productions and other arts experiences for all ages.

☐ The corporation is organized as a mutual benefit corporation for all purposes permitted under Title 13-B or, if not for all such purposes, then for the following purpose or purposes:

THIRD: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

☐ Commercial Registered Agent CRA Public Number: _____

(name of commercial registered agent)

☒ Noncommercial Registered Agent

David Ray

(name of noncommercial registered agent)

35 Almonte Ave., Yarmouth, ME 04096

(physical location, not P.O. Box - street, city, state and zip code)

(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108.3, the new commercial registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

Form No. MNPCA-6 (1 of 3)

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 11.

The minimum number of directors (not less than 3) shall be 5 and the maximum number of directors shall be 21.

SIXTH: Members: ("X" one box only.)

- ☒ There shall be no members.
☐ There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached.

SEVENTH: (Optional) ☒ (Check if this article is to apply.)


No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

EIGHTH: (Optional) ☐ (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit _____ attached hereto and made a part hereof.

Incorporators

Dated 4-16-18


(signature)

Street 114 Spring Street
(residence address)

Jessica Garrou
(type or print name)

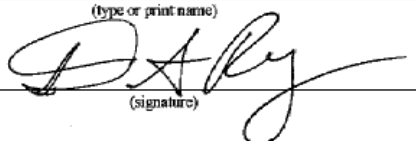
Yarmouth, ME 04096
(city, state and zip code)


(signature)

Street 17 Marshview Circle
(residence address)

Marlene Wagner
(type or print name)

Yarmouth, ME 04096
(city, state and zip code)


(signature)

Street 35 Almonte Ave
(residence address)

David Ray
(type or print name)

Yarmouth, ME 04096
(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

***Articles are to be executed as follows:**

If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES (fill in)

Maine Gateway LLC, with a mailing address of 305 US Rt. 1, Yarmouth, Maine 04096 ("LANDLORD"), hereby leases to Royal River Community Players, a Maine non-profit corporation, with a mailing address of PO Box 602 Yarmouth, Maine 04109, ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises.

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

The leased premises are deemed to contain 2,011 +/- rentable square feet of first floor space formerly occupied by Dirigo Restaurant along with basement use as described in Section 30 below. The leased premises are located at 305 U S Route One Yarmouth, Maine together with the right to use, in common with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM (fill in)

Subject at all times to TENANT's termination right as described in Section 6 below, the term of this lease shall be for approximately three (3) years and three (1) months, unless sooner terminated as herein provided, commencing on the date of full execution of this lease and ending August 31, 2022. TENANT shall have the right to occupy the leased premises immediately upon the full execution of this lease, provided, however, that, TENANT shall not be obligated to pay rent to LANDLORD until September 1, 2019, but TENANT shall be obligated to pay all utilities for the leased premises pursuant to this lease during such period between said commencement date and September 1, 2019.

4. RENT (fill in)

TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
0 - May - August 2019	\$NA	\$NA
1 (commencing September 1, 2019 - \$14.92/sf)		
2 (commencing September 1, 2020 - \$15.22/sf)		
3 (commencing September 1, 2021 - \$15.22/sf)		
4 (\$15.83/sf)		

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated P O Box 14 Freeport, Maine 04032. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION (fill in or delete)

So long as TENANT is not then in terminable default at the time Tenant exercises its option to extend this Lease as provided hereunder, TENANT shall have the option to renew this lease for one period of one three (3) 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, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent shall continue to escalate 2% annually.

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

6. SECURITY DEPOSIT/TENANT TERMINATION RIGHT (fill in)

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of **three thousand eight hundred dollars (\$3,800.00)**, which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

Notwithstanding the commencement of this lease and TENANT's right to occupy the leased premises immediately upon the full execution hereof, if, by the date of September 1, 2019, TENANT is unable to obtain any or all of its permits and approvals from the Town of Yarmouth which are required in order for TENANT to open for business and operate in the leased premises, then, in the case of the foregoing, TENANT shall have the right to terminate this Lease early upon providing notice of the same to LANDLORD on or before said date of September 1, 2019 and upon such termination, it is hereby agreed and acknowledged that said security deposit amount will be forfeited to LANDLORD but upon such termination this lease shall be of no further force and effect and TENANT shall otherwise be released from all lease obligations and liability hereunder.

7. RENT ADJUSTMENT

If in any tax year commencing with the fiscal year _____, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year _____ (hereinafter called the "Base Year"). TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, _____ percent of such excess that may occur 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.

A. TAX ESCALATION (fill in or delete)

Amir
Keel *MR*

B. OPERATING
COST
ESCALATION
(fill in or delete)

~~TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, _____ percent of any increase in operating expenses over those incurred during the calendar year _____. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, 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 total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase 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 such increases in 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 projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such deliver, pay TENANT'S share to 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

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 Tenant shall pay all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities as well as air conditioning equipment, 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 building 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 LANDLORD'S control. Tenant agrees to hire an HVAC service contractor to complete annual inspections and routine service (often quarterly) recommended by the licensed contractor. Repairs or replacements of system parts in the amount of \$500.00 per incident shall be paid for by the Tenant and capital improvements over \$500.00 per incident shall be paid for by the Landlord. Tenant shall be entitled to the dumpster use at the quantity of one bag of compliant trash per week.

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

9. USE OF LEASED
PREMISES *(fill in)*

TENANT shall use the leased premises as rehearsal, practice and performance space for theatrical, musical and other events, which may include, classes, workshops, meetings, recitals, plays, opening nights, ~~coffee house~~ open mic nights and similar events all of which may include serving food and beverages in a manner compliant with municipal and state regulations.

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 TENANTS 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

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 TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage

- OBLIGATIONS 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 which is damaged or destroyed. Tenant shall be responsible for routine maintenance of the space which shall include repairs and maintenance at a cost of \$500.00 or less per event.
- B. LANDLORD'S OBLIGATIONS
- The Landlord agrees that the Landlord is responsible 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 repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefore.
12. ALTERATIONS-ADDITIONS
- Except with respect to TENANT's initial fit-up of the leased premises as provided herein, which fit-up plans have been approved by LANDLORD, TENANT shall not make any structural alterations or additions, or paint or place any signs, drapes, curtains, shades, awnings, arials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area, which consent shall not be unreasonably withheld, within the building, 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 leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.
13. ASSIGNMENT-SUBLEASING
(revise if applicable)
- TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld. 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. Tenant shall have the right to sublease the premises consistent with its allowed uses for a period of not longer than fourteen (14) days without obtaining Landlord's approval.
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, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and 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 TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.
15. LANDLORD'S ACCESS
- LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises, provided such entry does not unreasonably interfere with the ordinary course of Tenant's business (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, arials or flagpoles, or the like, not consented to by LANDLORD 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 solely by the 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 contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease and LANDLORD shall pay TENANT's expenses, including reasonable attorney's fees, incurred by TENANT in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from LANDLORD's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of 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 which are due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, 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 (*fill 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 LANDLORD shall reasonably require and approve, but in amounts not less than one million dollars (\$1,000,000.00) combined single limit with deductibles of not more 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 LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with 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 canceled without at least thirty (30) days prior written notice to each assured named therein.

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, LANDLORD or Tenant may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or 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 all 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, or Tenant shall give Landlord whatever the case may be, notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to Tenant or 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:

- (a) 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 seven (7) days after written notice thereof; or
- (b) 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 thirty (30) days after written notice thereof (which notice shall specify in detail the nature of such default); or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) 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, if permitted by law, 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 of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE

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

21. SURRENDER

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 TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

22. HAZARDOUS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including

MATERIALS

asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents 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 TENANT will with advance notice and 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 by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. 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.

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 provisions 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 TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over 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 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 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 all of 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 proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the 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 and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

29. BROKERAGE *(fill in)*

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than John Doyon (Landlord's Broker). TENANT ~~agrees to pay~~ **has no obligation to pay** LANDLORD'S BROKER any commission due upon execution of this Lease, ~~and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim.~~ LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Jessica Garrou of Benchmark Real Estate ("Tenant's Broker").

LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

Malone Commercial Realtors _____ agrees to pay Benchmark Real Estate a commission upon execution of this Lease.

30. OTHER
PROVISIONS

It is also understood and agreed that:

Parking - In Common: Tenant agrees to use no more than 2 spaces before 4pm on weekdays with no limits on weekends and after 4pm on weekdays. Tenant agrees that, in the event there are lessons or other events with multiple attendees at the premises before weekdays at 4pm. Tenant shall prepare and distribute a parking and "drive-thru" protocol to the families of the attendees under the terms of which traffic shall flow through the parking lot and the attendees shall be dropped off at the door to the premises. Tenant agrees to work with other tenants and to reevaluate the parking situation on a regular basis as needs arise and change.

Tables and Chairs: The tables and chair currently in the space shall remain to be used by Tenant.

Granite Countertops - Tenant may remove and store the granite countertops in the subject building's basement, and if it is stored there, Tenant shall have no further liability for its maintenance or condition.

In addition, Tenant shall have the exclusive right to use and store other materials and equipment in an area in the basement of the leased premises mutually designated and agreed upon by Landlord and Tenant.

Landlord Contribution - Landlord shall pay Tenant \$12,000 for invoices produced by Tenant for the clean-out and fit-up including code required changes to the space such as windows, doors, railings, etc., which payment(s) shall be made by Landlord to Tenant within fifteen (15) days of Tenant's presentation of an invoice to Landlord for the amount due, provided, however, that in the event Landlord fails to pay such amount(s) as and when due, Tenant shall have the right to deduct such payment(s) from any rent payment(s) to be made by Tenant pursuant to this lease. Tenant will be responsible for finding contractors to conduct the work. Said contractors shall be licensed in their trade and shall carry appropriate insurance to protect workers and Landlord from liability.

Landlord hereby agrees and acknowledges and hereby approves the following work to be completed by Tenant as set forth above:

- a. Install a structurally sound and code compliant access through the floor to the basement to allow access by stairs, ladder or pulley system.
- b. Relocate and expand bathrooms to meet code requirements. Location TBD and acceptable to Landlord.
- c. Relocate bar to create a concession stand.
- d. Add one small (single) bathroom at rear of house and/or in basement.
- e. Leave one small sink in the back
- f. If structurally possible, swap the positions of the front door and front windows.
- g. Add a door to the basement steps from inside the space (if allowed by code).
- h. Paint walls; colors to be determined by Tenant.

In addition, Tenant may install, at its expense, staging, lighting, sound, seating, curtains and other related equipment to utilize the space as performance space. All such installations shall remain Tenant's property, regardless of the method or character of installation, and shall be removed by Tenant, at its expense, at the end of the lease term.

Upon the full execution of this Lease, Landlord shall execute and deliver to Tenant a bill of sale in the form attached hereto as Schedule 1, which bill of sale shall convey to Tenant all items of the items of personal property and equipment described in such bill of sale at no cost to Tenant, it being hereby agreed and acknowledged that, upon the execution of such bill of sale, and notwithstanding any early termination of this lease by Tenant, Landlord shall have no further rights to such personal property and equipment.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 29 day of may, 2019.

TENANT:

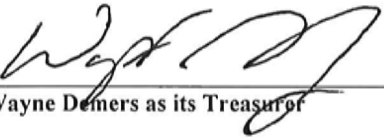
Royal River Community Players, a Maine nonprofit corp.


Jessica Garron as its President

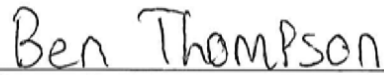
Landlord:

For Maine Gateway, LLC::


Kathryn Wallingford as its Manager, Maine Gateway LLC


Wayne Demers as its Treasurer


Britany Strout as its Secretary


Witness to Tenant


Witness to Landlord

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WARRANTY DEED - SHORT FORM DEEDS ACT**33 M.R.S.A. Section 761 et seq.**

KNOW ALL MEN BY THESE PRESENTS THAT DOTEN' S INCORPORATED, aka Doten' s, Incorporated, a Maine Corporation, by its President, Micheal Doten, thereunto duly authorized, of the County of Cumberland and State of Maine, for valuable consideration received, hereby grant to MAINE GATEWAY, LLC, A Maine Limited Liability Company, of the County of Cumberland and State of Maine, with WARRANTY COVENANTS, that certain lot or parcel of land, with any buildings thereon, located at US Route 1, Yarmouth, in the County of Cumberland and State of Maine, as more fully described in Exhibit A attached hereto and fully incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on August 30, 2010.

Doten' s Incorporated

By: Micheal Doten, its President

Witness

STATE OF MAINE

Cumberland, ss.:

On August 30, 2010, personally appeared the above-named Micheal Doten, President of Doten' s Incorporated and acknowledged the foregoing deed to be his free act and deed and his free act and deed in his said capacity.

Before me,

Notary Public/Attorney At Law

Type or Print Name

James B. Barns
Notary Public, Maine
My Commission Expires October 25, 2015

SEAL

MAINE REAL ESTATE TAX PAID

Exhibit A

Doten's Incorporated to Maine Gateway, LLC

A certain lot or parcel of land together with the buildings thereon, situated in Yarmouth, County of Cumberland and state of Maine, bounded and described as follows:

Beginning at a point on the south easterly sideline of Portland Street, said point being located South 59° 8' 16" West a distance of 7.4 feet from an iron pipe set at the intersection of the southwesterly sideline of the Roberts Road and the south easterly sideline of said Portland Street; Thence South 28° 54' 38" east a distance of 68.17 feet to an iron pipe found in the ground; Thence South 19° 7' 50" West a distance of 213.48 to an iron pipe to be set in the ground at other land now or formerly of George L. Bradbury, Jr. and Arlene L. Bradbury; Thence North 70° 52' 10" West a distance of 109.40 feet to an iron pipe to be set at the easterly sideline of US Route 1; Thence in a generally north easterly direction along the sideline of said US Route 1, 207.24 feet to an iron pipe to be set in the ground; Thence North 59° 8' 16" east along the south easterly sideline of Portland Street a distance of 68.30 feet to the point begun at.

Also a certain lot or parcel of land, together with any improvements thereon, situated in Yarmouth, County of Cumberland and state of Maine, bounded and described as follows:

Beginning at an iron pipe on the south easterly sideline of Portland Street, said iron pipe being south 61° 1' West 7.4 feet from an iron set at the intersection of the southwesterly sideline of the Roberts Road and the south easterly sideline of said Portland Street; Thence South 29° 14' east, 65.9 feet to an iron pin set in the ground; Thence South 18° 46' west, 320 feet to an iron pipe set in the ground; Thence North 89° 14' west, 136 feet to an iron pipe set in the south easterly sideline of US Route 1; Thence in a general north easterly direction along said US Route 1, 357.5 feet to a point; Thence 61° 1' East 68.3 feet to the point begun at.

Also granting and conveying an easement for access to water and sewer as described in a deed given by James Burgess, a Maine Corp., to Arlene Bradbury dated December 2, 1986, and recorded in the Cumberland County Registry of Deeds in book 7517, page 83.

These are the same premises conveyed by James Burgess, Inc. to Doten's, Incorporated by deed dated August 9, 2002 recorded in the Cumberland County Registry of Deeds in book 17942, page 346, as amended by a corrective deed dated November 6, 2002 and recorded in said Registry of Deeds in book 18523, page 41.

Received
Recorded Register of Deeds
Sep 01, 2010 10:21:41A
Cumberland County
Pamela E. Lovley



06/25/2019

KeyBank

188 Main Street

Yarmouth, ME 04096

To whom it may concern at the Town of Yarmouth,

As of 6/25/2019 our clients the Royal River Community Players have over \$20,000 available in their deposit accounts with us. Any questions you can reach me directly at 207-847-8096.

Daniel Falkenberg

Branch Manager

Yarmouth Branch

A handwritten signature in blue ink, appearing to read "D. Falkenberg", written over the printed name and title.

Exhibit #10, Solid Waste Disposal

There is a shared dumpster available to tenants of the building for day to day waste disposal. Bulky waste from the demo and construction process will be disposed of via a disposal company or carted to Riverside Recycling in Portland.



Robert N. MacKinnon, Jr.
Superintendent

Irving C. Felker, Jr.
Chairman, Board of Trustees

June 10, 2019

Ms. Jesica Garrou
Royal River Community Players
305 Route One
Yarmouth, ME 04096

RE: Royal River Community Players

Dear Ms. Garrou,

Please be advised that a sufficient and healthful supply of water exists for your proposed project and that the Yarmouth Water District has the capacity to serve this proposed project as planned. Please let me know if you have any questions or if I can be of further assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert MacKinnon", is written over a horizontal line.

Robert N. MacKinnon, Jr.
Superintendent, Yarmouth Water District

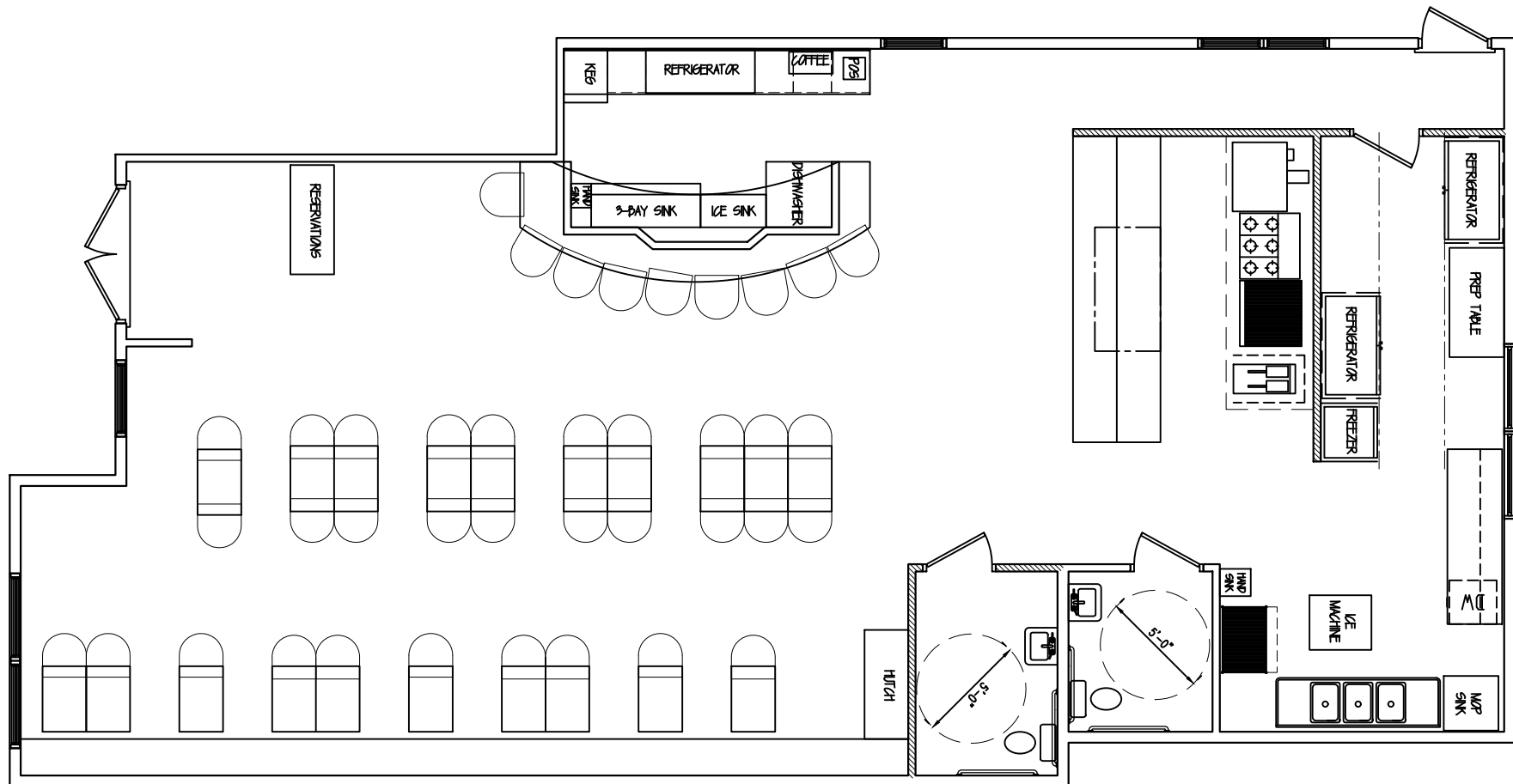
Royal River Community Players Theatre
Site Plan Application Drawings

SK-1 Existing Conditions

SK-2 Proposed Renovations & Capacity Study

SK-3 Parking Study

C1 Existing Site Plan

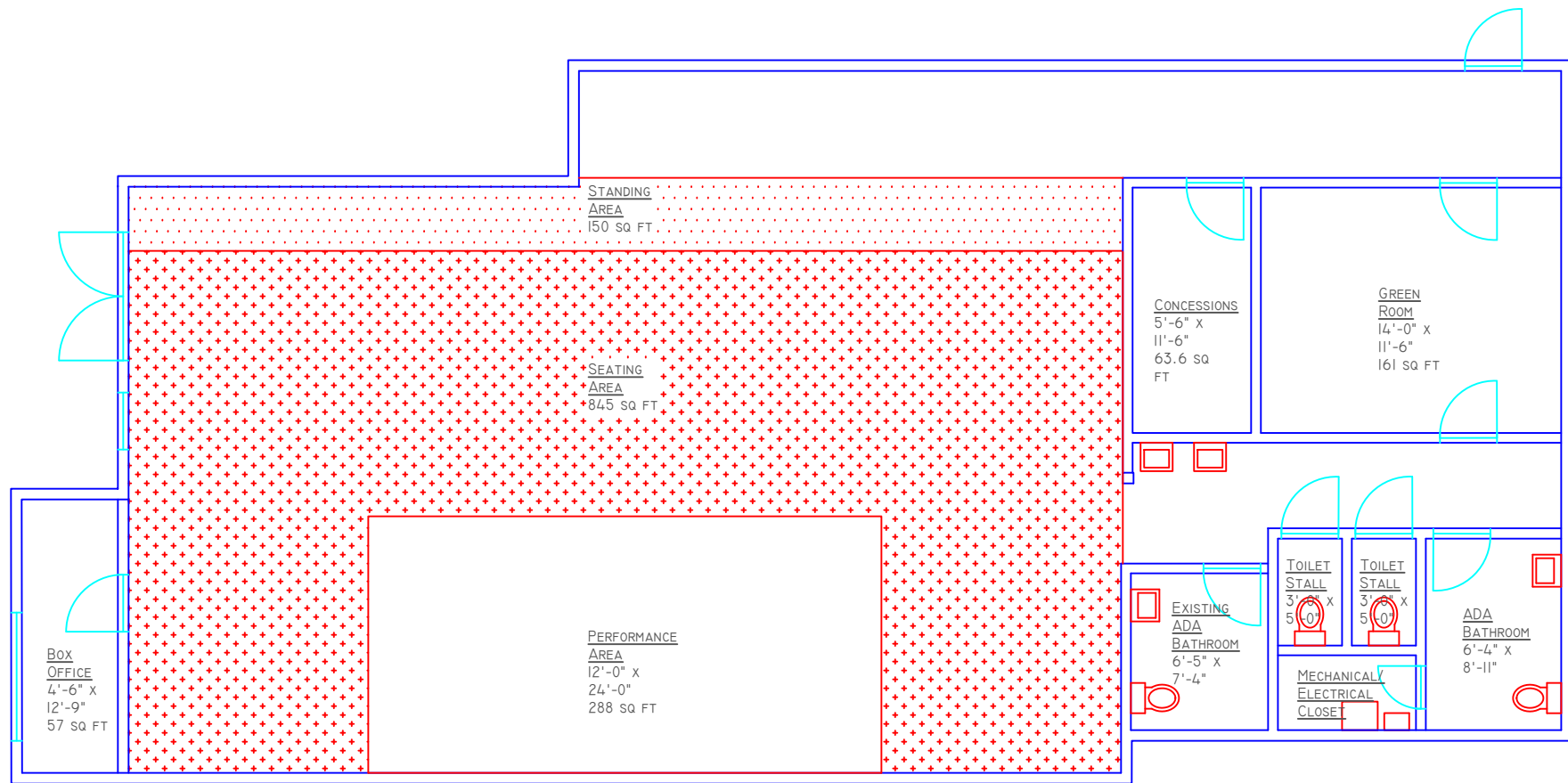


EXISTING CONDITIONS
 ROYAL RIVER COMMUNITY PLAYERS THEATRE
 305 US ROUTE 1, YARMOUTH, MAINE 04096

SCALE: $\frac{1}{8}" = 1'-0"$

JUNE 15, 2019

SK-1



PROPOSED RENOVATIONS & CAPACITY STUDY
ROYAL RIVER COMMUNITY PLAYERS THEATRE
305 US ROUTE 1, YARMOUTH, MAINE 04096

SCALE: $\frac{1}{8}" = 1'-0"$

JUNE 15, 2019

SK-2

US HWY 1



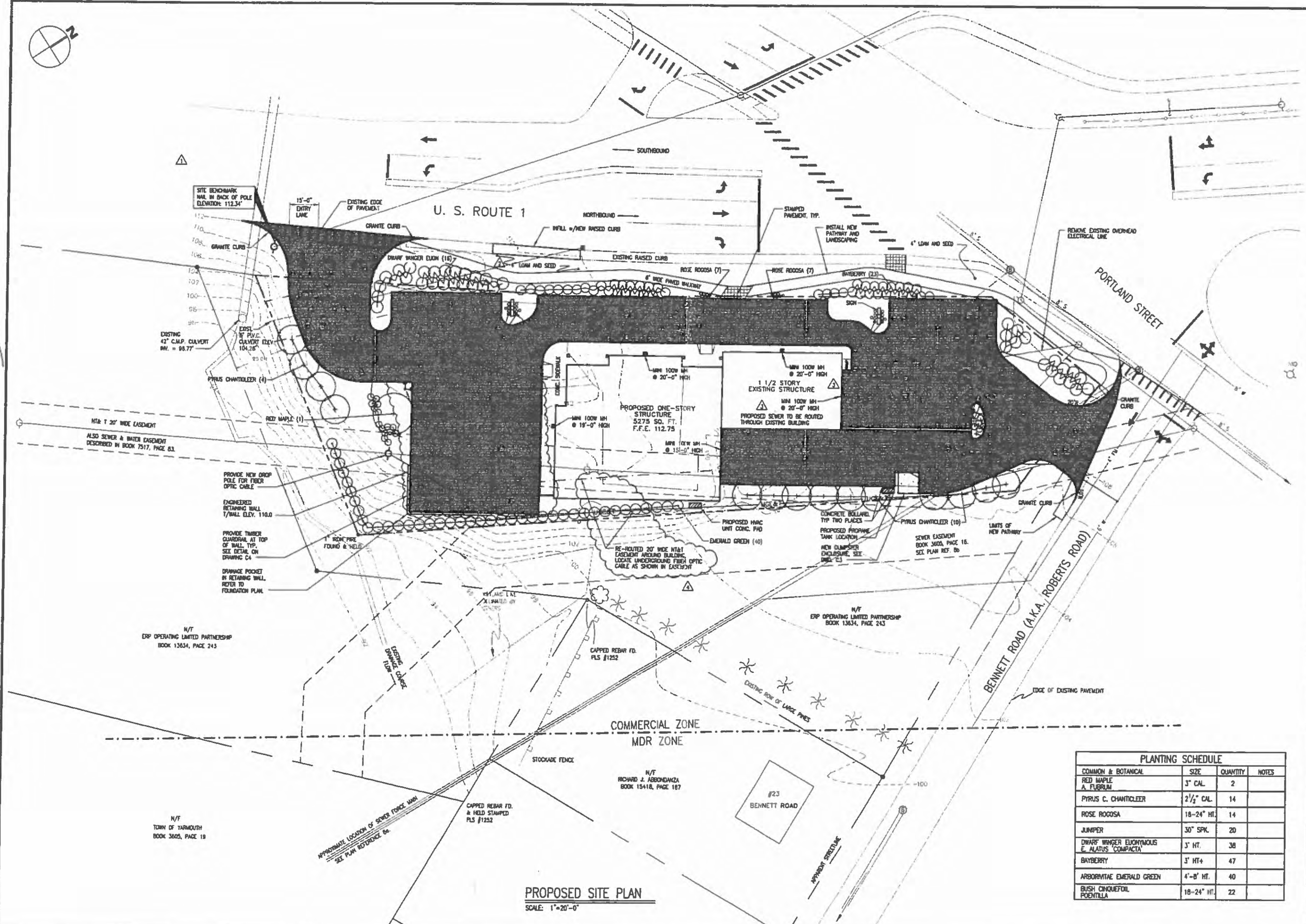
PARKING STUDY
ROYAL RIVER COMMUNITY PLAYERS THEATRE
305 US ROUTE 1, YARMOUTH, MAINE 04096

SCALE: 1/32" = 1'-0"

JUNE 15, 2019

SK-3

5566-059-102



PROPOSED SITE PLAN
SCALE: 1"=20'-0"

PLANTING SCHEDULE			
COMMON & BOTANICAL	SIZE	QUANTITY	NOTES
RED MAPLE A. FLORUM	3" CAL.	2	
PYRUS C. CHANTICLEER	2 1/2" CAL.	14	
ROSE ROGOSA	18-24" HT.	14	
JUNIPER	30" SPK.	20	
DWARF WINTER ELIOMYOUS E. ALATUS 'COMPACTA'	3' HT.	38	
BAYBERRY	3' HT+	47	
ARBORVITAE EMERALD GREEN	4'-8' HT.	40	
BUSH CINQUEFOIL POENTILLA	18-24" HT.	22	



Rev. No.	Description
1	CHANGES PER TOWN REVIEW COMMENTS AND CLIENT COMMENTS
2	CHANGES 7-29-02 PER FINAL PLANNING BOARD COMMENTS
3	CHANGES 3-18-03 PER CLIENT RECOMMENDATIONS
4	CHANGES 4-1-03 FOR TOWN RE-SUBMITAL

ENGINEERING VENTURES INC.
110 U.S. Route One, Yarmouth, ME 04096
Tel: 207.846.0670
Fax: 207.846.0671
EngineeringVentures.com

Doten Construction
175 South Prospect Road
Yarmouth, Maine 04096
(207) 845-4412

SITE, UTILITIES AND LANDSCAPING PLAN
DOTEN GATEWAY BUILDING

Designed By: ED
Checked By: ED
Drawn By: ED
Scale: As Noted
Date: April 2, 2003

C1

From: [Kathryn "Kap" Wallingford](#)
To: [Wendy Simmons](#)
Cc: [Jesica Garrou](#)
Subject: Us Rt 1 #305 change of use letter Maine Gateway
Date: Friday, June 21, 2019 10:41:40 AM

Maine Gateway, LLC is aware (and supports) Royal River Community Players (RRCP) asking the town to change the use of the unit from a Restaurant to an Assembly 1 to be used as performance space, RRCP is allowed to complete the change of use process, and RRCP Board members Jesica Garrou and Ian Michaud will be representing RRCP.

This is a great opportunity for the town of Yarmouth. I'm very excited to support this nonprofit organization.

Kathryn Wallingford - Maine Gateway LLC- it's Manager
207-650-9955

Maine Gateway LLC
US RT 1 #305
Yarmouth Maine
--

Kathryn "Kap" Wallingford,

Total Control Panel

[Login](#)

To:
wsimmons@yarmouth.me.us
From: kap333@gmail.com

You received this message because the domain gmail.com is on the enterprise allow list. Please contact your administrator to block messages from the domain gmail.com