

July 3<sup>rd</sup>, 2012

Dear Sir or Madam:

Thank you for your interest in building an aircraft hangar at Belfast Municipal Airport and in joining our aviation community. To better help guide you through the process, we have put together the following documents that you will need to complete:

- Building Permit Application
- Description of Plans Required with Building Permit Application
- Residential Electrical Permit Application
- Plumbing Application

An engineering plan is required for your building permit (again, also see attachments) – however, this may not be that difficult a task to obtain, if you are using a pre-engineered building, the manufacturer may have those plans already and get them stamped by a Maine-licensed engineer or architect. For the plumbing permit, you will need a licensed master plumber, who will fill out the application on your behalf.

*Also included for your reference are the following documents:*

- Sample Lease
- Existing Hangar Layout Plan (shaded spots are built)
- Aerial Photo of Existing Hangar Layout

A ground lease with the City Manager's office will be negotiated and signed prior to you being issued a building permit. Our current ground lease rates are approximately \$1.08 per square foot per year. In addition to a ground lease, hangar owners also pay local property taxes on the assessed value of their hangar (in FY2013 this is expected to be \$19.80 in taxes per \$1,000.00 of assessed value).

Again, thank you for your interest. Please do not hesitate to contact me if you have any questions or if I can be of any assistance during this process.

Thank you,  
Thomas Kittredge

Airport Manager, Belfast Municipal Airport  
economicdevelopment@cityofbelfast.org  
(207) 338-3370 ext. 8  
[www.cityofbelfast.org/airport](http://www.cityofbelfast.org/airport)



City of Belfast  
Dept. of Planning and Code Enforcement  
131 Church St., Belfast, ME 04915  
Voice (207) 338-1417 Ext. 25  
Fax (207) 338-1605

## BUILDING PERMIT APPLICATION

Property Owner _____		Property Address _____		Map _____	Lot _____
Mailing Address (If Different) _____		City _____	State _____	ZIP _____	
Phone _____	Cell _____	Email _____			
Applicant/Contractor (If Different) _____					
Mailing Address _____		City _____	State _____	ZIP _____	
Phone _____	Cell _____	Email _____			
Design Professional, Consultant, or Engineer (If Any) _____					
Mailing Address _____		City _____	State _____	ZIP _____	
Phone _____	Cell _____	Email _____			
Zoning District _____	Flood Zone District		<input type="checkbox"/> VE <input type="checkbox"/> A <input type="checkbox"/> AE <input type="checkbox"/> AO <input type="checkbox"/> None		
Shoreland District	<input type="checkbox"/> GD <input type="checkbox"/> LR <input type="checkbox"/> RP <input type="checkbox"/> UR <input type="checkbox"/> SP <input type="checkbox"/> SD <input type="checkbox"/> WF <input type="checkbox"/> MHP <input type="checkbox"/> None				
Elevation, If Any _____	Elevation Certificate		<input type="radio"/> Yes <input type="radio"/> No		
Applicant Estimated Cost _____		CEO Determination of Cost _____			
<p>I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for denial of my permit. I agree to inspections by the Code Enforcement Officer at reasonable hours. I agree to abide by the City requirements and permit conditions.</p>					
Applicant Signature _____				Date _____	

<b>FOR OFFICE USE ONLY</b>					
Fee _____	Paid By _____		Date Paid _____		
Permit No. _____	Issued By _____		Date Issued _____		



# BUILDING PERMIT APPLICATION

Property Owner _____	Property Address _____	Map _____	Lot _____
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**FOR ALL CONSTRUCTION EXCEPT ONE AND TWO FAMILY DWELLINGS**

NOTE: MOST NON-RESIDENTIAL STRUCTURES, ADDITIONS AND SOME ALTERATIONS REQUIRE PLANS DRAWN AND SEALED BY A LICENSED PROFESSIONAL ARCHITECT OR ENGINEER. THE CITY HAS ADOPTED THE 1996 BOCA BUILDING CODE. MORE RECENT VERSIONS OF THE BOCA OR IBC ARE ACCEPTED. A PLAN FROM AN ARCHITECT OR ENGINEER SHOULD STATE IF THE PLAN MEETS THE STANDARDS.

Wood    Masonry or Steel    Heavy Timber    Non-Combustible Type 1    Non-Combustible Type 2

<b>Sewage_Type</b> <input type="checkbox"/> Public <input type="checkbox"/> Private (Septic)	<b>Overall Dimensions Main Building</b> _____ ft. X _____ ft. <b>Number of Stories</b> _____ <b>Building Height</b> _____ <b>Other Building (Specify: _____ )</b> _____ ft. X _____ ft. X _____ ft.
<b>Water_Type</b> <input type="checkbox"/> Public <input type="checkbox"/> Private (Well)	<b>Floor Area (square feet)</b> <b>Basement</b> _____ <input type="checkbox"/> Finished <input type="checkbox"/> Unfinished <b>1st Floor</b> _____ <b>3rd Floor</b> _____ <b>2nd Floor</b> _____ <b>Other Floors</b> _____
<b>Number of Off-Street Parking Spaces</b> _____	<b>Heating</b> <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
<b>Number of Bedrooms (Residential Only)</b> _____	

<b>Foundation</b> <input type="checkbox"/> Full <input type="checkbox"/> Post/Columns <input type="checkbox"/> Wood <input type="checkbox"/> Crawl Space <input type="checkbox"/> Concrete <input type="checkbox"/> Other <input type="checkbox"/> Slab <input type="checkbox"/> Block _____  <b>Thickness</b> _____ <b>Reinforcement</b> _____ <b>Footing Size</b> _____ <b>Thickness</b> _____	<b>Floor Systems</b> <b>First Floor</b> <b>Joist Size</b> _____ <b>Spacing</b> _____ <b>Max Span</b> _____ <b>Other Floors</b> <b>Joist Size</b> _____ <b>Spacing</b> _____ <b>Max Span</b> _____ <b>Joist Carrier Materials &amp; Size</b> _____ <b>Supp. Columns Materials &amp; Spacing</b> _____ <b>Floor Sheathing Materials &amp; Thick.</b> _____
<b>Wall-Ceiling Framing</b> <b>Exterior Stud Material &amp; Dimensions</b> _____ <b>Exterior Wall Stud Spacing</b> _____ <b>Sheathing Material &amp; Thickness</b> _____ <b>Ceil. Joist Size</b> _____ <b>Spacing</b> _____ <b>Max Span</b> _____	<b>Roof System</b> <b>Roof_Type</b> <input type="checkbox"/> Rafters <input type="checkbox"/> Truss <b>Pitch</b> _____ <b>Rafter Size</b> _____ <b>Spacing</b> _____ <b>Max Span</b> _____ <b>Sheathing Material &amp; Thickness</b> _____ <b>Type of Roof Covering</b> _____ <small>(Must be fire resistive)</small>

<b>Decks Only</b>
<b>Joist Size</b> _____ <b>Spacing</b> _____ <b>Max Span</b> _____ <b>Joist Carrier Material &amp; Dimension</b> _____ <b>Support Column Materials</b> _____ <b>Spacing</b> _____ <b>Decking Materials</b> _____ <b>Height of Deck from Grade</b> _____ <b>Guard Rail Height</b> _____ <b>Baluster Spacing</b> _____ <small>(No more than 4" opening)</small>





**CITY OF BELFAST, MAINE 04915**  
131 Church Street

**DEPARTMENT OF PLANNING  
& COMMUNITY DEVELOPMENT**

City Planner (207) 338-1417 Ext. 25  
Code Enforcement (207) 338-1417 Ext. 25  
Fax (207) 338-1605

**Plans Required with Building Permit Application**

Plans are required as a part of the building permit application so we can review the project for applicable code compliance before construction begins and as it progresses.

Effective December 1, 2010, the State of Maine has adopted a statewide Uniform Building Code. Any building codes that municipalities had in place are null and void. Municipalities over 2,000 in population are required to enforce the new code if they had a building code in place by August 2008. Municipalities under 2,000 are not required to enforce it unless they wish to; however, all buildings must still build to the new code.

**\*\*These final adoption versions are now adopted effective October 11, 2010 by the Secretary of State's office, to be implemented December 1, 2010.**

**IRC- 2009; IBC- 2009; IEBC- 2009 and IECC- 2009 International Codes**

**The following standards are also adopted in this Code:**

A. The American Society of Heating, Refrigerating and Air-Conditioning Engineers, Standards (ASHRAE)

1. 62.1 - 2007 (Ventilation for Acceptable Indoor Air Quality)
2. 62.2-2007 (Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings)
3. 90.1 - 2007 (Energy Standard for Buildings except Low-Rise Residential Buildings) editions without addenda.

B. E-1465-2006, Standard Practice for Radon Control Options for the Design and Construction of new Low-Rise Residential Buildings.

Information regarding the MUBEC code as well as free viewing of the applicable ICC codes may be found at the Bureau of Building Codes & Standards website <http://www.maine.gov/dps/bbcs/> or for information by phone call (207) 624-7007.

**The information below, as applicable to your project, is required for all projects requiring a building permit.**

**Plan Review Checklist** Map: \_\_\_\_\_ Lot: \_\_\_\_\_

**Residential Project:**

- One set of plans drawn to scale or not to scale if dimensions are clearly and containing a minimum of all applicable information below;

**Commercial Project:**

- One set of plans drawn to the scale containing a minimum of all applicable information below. All plans must be sealed by a Maine licensed Architect or Engineer, may require State Fire Marshal review and be designed to MUBEC;

**Site plan** containing the following:

- North arrow
- Distance to buildings measured perpendicular to property lines
- Distance between buildings
- Location of septic field, tank and well if applicable
- Driveway location
- Street names
- Water courses, easements, rights of way and areas restricted by covenant
- Area of lot in square feet or acres
- Erosion control measures shown

**Foundation, Floor and Roof** plans containing the following:

- Overall building dimensions
- Room use (name) and size
- Windows and doors including swing direction and size
- Stairs showing the direction of travel and width
- Location of plumbing fixtures, appliances and fireplace(s)
- Direction and sizes of floor/ceiling/roof; beams/headers/structural members

- Manufactures installation and sizing information for engineered products
- LVL' s, trusses, joists ect.
- Engineers seal for all structural steel

**Building cross section** through building showing:

- Foundation materials, height, thickness, re-bar and sill anchor type
- Type and height of backfill
- Drainage system, damproofing/waterproofing, vapor barrier
- Floors, ceiling, wall and roof assemblies with all construction materials labeled and Dimensioned
- Indicate floor to ceiling heights
- Section through stairs showing headroom, rise/run and handrail height
- Section through handrails showing grip-size

**Building elevation plan:**

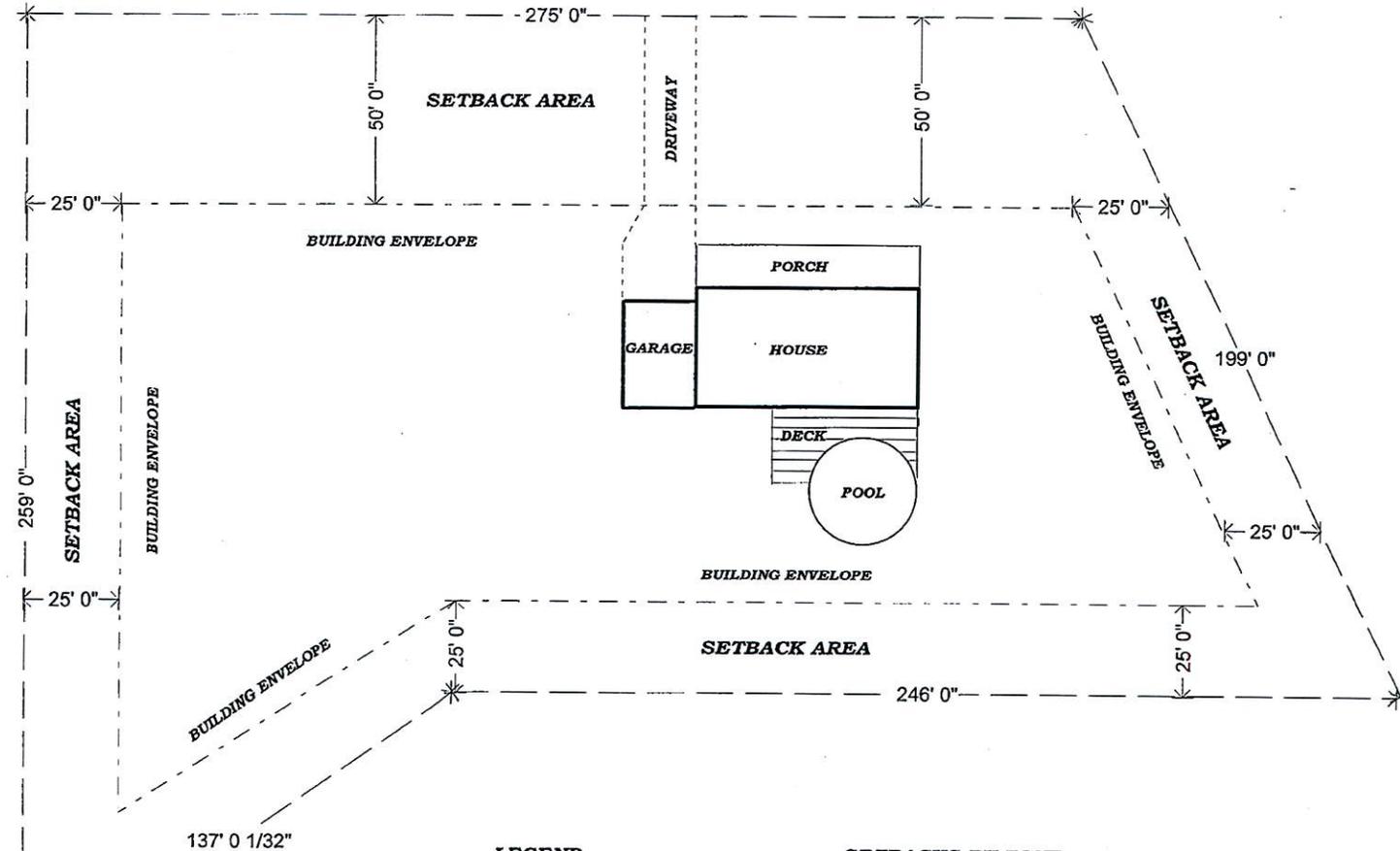
- Each side of the building
- Indicate the exterior finish
- Show the proposed grade at each corner of the building
- Show the height of the building measured from the average grade at the front of the building to the highest point on the roof

**Energy efficiency (residential):**

- If the project is a new building or an addition, alteration, renovation/repair to an existing building and has space that is heated or cooled, you will also need to complete a "Residential Energy Code Permit Application".

# SAMPLE PLOT PLAN

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**1313 MOCKING BIRD LA.**  
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**LEGEND:**

- BUILDING ENVELOPE
- PROPERTY LINES
- STRUCTURE
- DRIVEWAY

**SETBACKS BY ZONE:**

- R-1: FRONT 20' SIDE 10' REAR 25'
- R-2: FRONT 25' SIDE 15' REAR 25'
- R-3: FRONT 75' SIDE 35' REAR 50'

**THIS FILL-IN MAY BE USED TO SHOW REQUIRED "CROSS SECTION" INFORMATION**

**Roof:**

Pitch - \_\_\_\_\_  
 Shingles - \_\_\_\_\_  
 Felt - \_\_\_\_\_  
 Ice Barrier - \_\_\_\_\_  
 Roof Sheathing - \_\_\_\_\_  
 Truss -  Yes  No  
 If No Answer The Following  
 Rafter Size - \_\_\_\_\_  
 Rafter Spacing - \_\_\_\_\_  
 Rafter Clear Span - \_\_\_\_\_  
 Rafter Species - \_\_\_\_\_  
 Ridge - \_\_\_\_\_  
 Ceiling Joist Size \_\_\_\_\_  
 Ceiling Joist Spacing- \_\_\_\_\_  
 Ceiling Joist Species- \_\_\_\_\_  
 Insulation - \_\_\_\_\_  
 Roof Ventilation - \_\_\_\_\_

**Walls:**

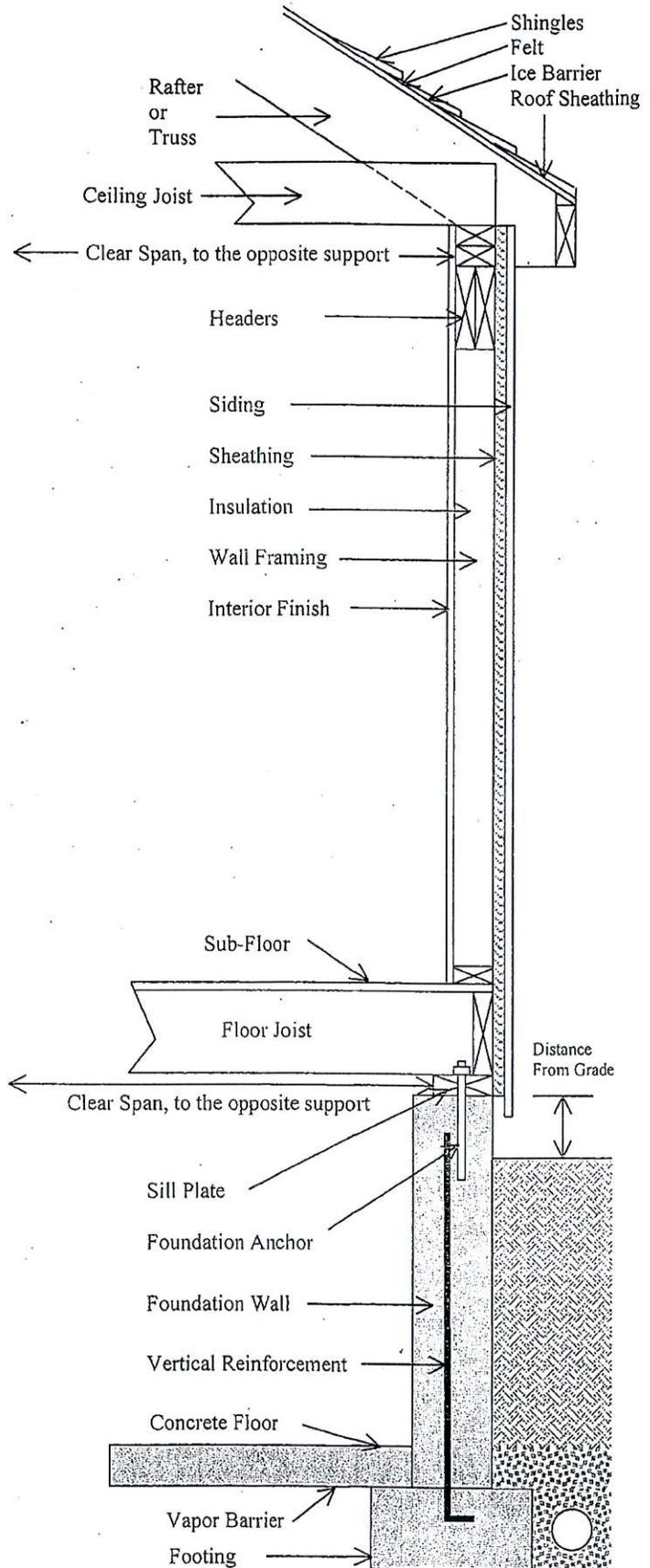
Siding - \_\_\_\_\_  
 Sheathing - \_\_\_\_\_  
 Insulation - \_\_\_\_\_  
 Walls Framing - \_\_\_\_\_  
 Headers - \_\_\_\_\_  
 Interior Finish - \_\_\_\_\_  
 Ceiling Height - \_\_\_\_\_

**Floor:**

Sub-Floor - \_\_\_\_\_  
 Floor Joist Size- \_\_\_\_\_  
 Floor Joist Spacing - \_\_\_\_\_  
 Floor Joist Clear Span - \_\_\_\_\_  
 Floor Joist Species - \_\_\_\_\_  
 Beam Type & Size - \_\_\_\_\_  
 Distance From Grade - \_\_\_\_\_

**Foundation:**

Anchor Type - \_\_\_\_\_  
 Anchor Spacing - \_\_\_\_\_  
 Sill Plate - \_\_\_\_\_  
 Poured Wall Size - \_\_\_\_\_  
 Block Wall Size - \_\_\_\_\_  
 Vertical Reinforcement - # \_\_\_\_\_ - \_\_\_\_\_ o.c.  
 Concrete Floor Thickness - \_\_\_\_\_  
 Vapor Barrier - \_\_\_\_\_  
 Column Pad Size - \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_  
 Column Spacing- \_\_\_\_\_  
 Footing Width - \_\_\_\_\_  
 Footing Height - \_\_\_\_\_  
 Footing Depth Below Grade - \_\_\_\_\_





City of Belfast  
 Dept. of Planning and Code Enforcement  
 131 Church St., Belfast, ME 04915  
 Voice (207) 338-1417 Ext. 25  
 Fax (207) 338-1605

## RESIDENTIAL ELECTRICAL PERMIT APPLICATION

<hr/>	<hr/>	<hr/>	<hr/>
Property Owner	Property Address	Map	Lot
<hr/>			
Mailing Address (If Different)	City	State	ZIP
<hr/>			
Phone	Cell	Email	

<hr/>			
Applicant/Electrician			
<hr/>			
Mailing Address	City	State	ZIP
<hr/>			
Phone	Cell	Email	

CMP Account or Work Order # \_\_\_\_\_

**\* Non Residential Electrical permits must be obtained from the State.  
 Copy of State permit to be submitted to the Department for the record.**

Fee\_List     Minimum \$27 (Up to 50 devices)  
                    Whole House \$50 ( More than 50 devices)

<b>This application is for</b> <input type="checkbox"/> New Service <input type="checkbox"/> Upgrading of Service <input type="checkbox"/> Temporary Service <input type="checkbox"/> Existing Service <input type="checkbox"/> Continuation	<b>Type of Structure serviced</b> <input type="checkbox"/> One or Two Family Dwelling <input type="checkbox"/> Mobile Home <input type="checkbox"/> Assessory Structure <input type="checkbox"/> Other _____	<b>To be installed by</b> <input type="checkbox"/> Master Electrician <input type="checkbox"/> Owner <input type="checkbox"/> Other _____
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<b>Type of Service</b> <input type="checkbox"/> 60 Amp <input type="checkbox"/> 100 Amp <input type="checkbox"/> 200 Amp <input type="checkbox"/> 400 Amp <input type="checkbox"/> New Panel(s) <input type="checkbox"/> Electrical Alarm system	<b>Location of Work</b> <input type="checkbox"/> Existing Building <input type="checkbox"/> New Building <input type="checkbox"/> Addition <input type="checkbox"/> Assessory Building (Barn, Garage, etc.)	<b>Type and number of Devices</b> <input type="checkbox"/> Recepticals <input type="checkbox"/> Switches <input type="checkbox"/> Fixtures <input type="checkbox"/> Electrical Heat Unit <input type="checkbox"/> Smoke Detectors (Hardwired) <input type="checkbox"/> Other _____
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**I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the local Electrical Inspector to deny my permit.**

Signature (Electrician) \_\_\_\_\_ Date \_\_\_\_\_

Electrician\_License \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>			
Fee _____	Paid By _____	Date Paid _____	
Permit No. _____	Issued By _____	Date Issued _____	

# PLUMBING APPLICATION

## PROPERTY ADDRESS

Town Or  
Plantation

Street  
Subdivision Lot #

## PROPERTY OWNERS NAME

Last: \_\_\_\_\_ First: \_\_\_\_\_

Applicant  
Name:

Mailing Address of  
Owner/Applicant  
(if Different)

### Caution: Permit Required

Plumbing shall not be installed until a Permit is attached here by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the plumbing in accordance with this application and the Maine Plumbing Rules.

### Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Signature of Owner/Applicant

Date

### Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature

Date Approved

## PERMIT INFORMATION

### This Application is for

- 1.  NEW PLUMBING
- 2.  RELOCATED PLUMBING

### Type Of Structure To Be Served:

- 1.  SINGLE FAMILY DWELLING
- 2.  MODULAR OR MOBILE HOME
- 3.  MULTIPLE FAMILY DWELLING
- 4.  OTHER — SPECIFY \_\_\_\_\_

### Plumbing To Be Installed By:

- 1.  MASTER PLUMBER
- 2.  OIL BURNERMAN
- 3.  MFG'D. HOUSING DEALER / MECHANIC
- 4.  PUBLIC UTILITY EMPLOYEE
- 5.  PROPERTY OWNER

LICENSE # \_\_\_\_\_

Hook-Up & Piping Relocation Maximum of 1 Hook-Up	Column 2		Column 1	
	Number	Type of Fixture	Number	Type of Fixture
<p><input type="checkbox"/> HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.</p> <p><b>OR</b></p> <p><input type="checkbox"/> HOOK-UP: to an existing subsurface wastewater disposal system.</p> <p><input type="checkbox"/> PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.</p>		Hosebibb / Sillcock		Bathtub (and Shower)
		Floor Drain		Shower (Separate)
		Urinal		Sink
		Drinking Fountain		Wash Basin
		Indirect Waste		Water Closet (Toilet)
		Water Treatment Softener, Filter, etc.		Clothes Washer
		Grease / Oil Separator		Dish Washer
		Dental Cuspidor		Garbage Disposal
		Bidet		Laundry Tub
		Other: _____		Water Heater
<p><b>OR</b></p> <p><input type="checkbox"/> TRANSFER FEE [\$6.00]</p>	<b>Fixtures (Subtotal) Column 2</b>		<b>Fixtures (Subtotal) Column 1</b>	
	<b>Fixtures (Subtotal) Column 2</b>		<b>Fixtures (Subtotal) Column 2</b>	
	<b>Fixtures (Subtotal) Column 2</b>		<b>Total Fixtures</b>	
	<b>Fixtures (Subtotal) Column 2</b>		<b>Fixture Fee</b>	
	<b>Fixtures (Subtotal) Column 2</b>		<b>Transfer Fee</b>	
<b>Fixtures (Subtotal) Column 2</b>		<b>Hook-Up &amp; Relocation Fee</b>		
<b>Fixtures (Subtotal) Column 2</b>		<b>Permit Fee (Total)</b>		

SEE PERMIT FEE SCHEDULE  
FOR CALCULATING FEE

**Belfast Municipal Airport**  
**Belfast, Maine**  
**HANGAR LEASE**  
**Lot No. \_\_\_\_**

THE CITY OF BELFAST, Maine, whose address is 131 Church Street, Belfast, Maine 04915 –hereinafter referred to as “Lessor,” in exchange of the mutual covenants and terms of this agreement, does hereby lease to the undersigned party \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as the “Lessee,” a certain portion of the Belfast Airport with dimensions of \_\_\_\_ by \_\_\_\_\_ shown and described on **Exhibit “A”** which is attached hereto and incorporated herein.

The Lessor and Lessee agree as follows:

1. Purpose: The premises herein is leased for the sole purpose of the Lessee constructing and/or maintaining thereon an airplane hangar.

( FOR NEW CONSTRUCTION )

2. Building Requirements: The hangar shall be approximately \_\_\_\_\_ feet deep, and \_\_\_\_\_ feet wide. The Lessor shall maintain \_\_\_\_\_ open feet of space between adjacent hangar buildings.

Construction of the hangar shall be uniform and of similar material and color as with adjacent hangars and have the same exterior sheathing of metal. All construction shall be in accordance with the BOCA Code and Ordinances of the City of Belfast, the Airport Master Plan and such other reasonable requirements as the City Airport Manager shall, in his judgment, require. Prior to construction of the hangar, the Lessee shall determine from the City Airport Manager any such requirements, including but not limited to building permits, which may be involved which are not part of City ordinance or the BOCA Code.

All cost related to utilities installation , maintenance (electric, water, internet, phone, etc.) are to be borne exclusively by the Lessee and the Lessor will assume no responsibility for installation, maintenance or the failure to pay for repairs or use related charges. Utility installations must be approved in location by the Airport Manager and must also comply with all State and Federal requirements. Any failure by the Lessee to install its utilities in compliance with local, state or federal requirements or their obligation to keep their utility related bills paid at the airport for a period of 90 days after demand for compliance or payment is made by the appropriate party, may result – at the Lessor’s exclusive option-, in the termination of this lease by the Lessor which will invoke the provisions of Paragraphs 5 and 5(a) of this agreement.

ANY OTHER SPECIAL CONSTRUCTION REQUIREMENTS FOR THIS OPTION SHOULD BE INCLUDED HERE>

(FOR RENEWAL LEASES)

2. The parties acknowledge that the underlying leased premises is already occupied by a hangar constructed out of wood/metal (Delete one) and that this type of construction may continue during the term of this lease but only if the wooden/metal (Delete one) structure is well maintained and regularly painted. The Lessee may rebuild a new hangar on the site but it must be made of metal and be built with materials comparable in both quality, color and appearance as the other Metal hangars at the airport and comply with all BOCA Codes and Ordinances of the City of Belfast.

All cost related to utilities installation, maintenance (electric, water, internet, phone, etc.) are to be borne exclusively by the Lessee and the Lessor will assume no responsibility for installation, maintenance or the failure to pay for repairs or use related charges. Utility installations must be approved in location by the Airport Manager and must also comply with all State and Federal requirements. Any failure by the Lessee to install its utilities in compliance with local, state or federal requirements or their obligation to keep their utility related bills paid at the airport for a period of 90 days after demand for compliance or payment is made by the appropriate party, may result – at the Lessor’s exclusive option-, in the termination of this lease by the Lessor which will invoke the provisions of Paragraphs 5 and 5(a) of this agreement.

If, at any time during this lease, the lessee, in the opinion of the City Code Enforcement Officer, has failed to maintain their structure in accordance with BOCA standards and City Ordinances, then the City may issue a 120-day demand notice to cure the defective or deficient maintenance to the Lessee by certified mail to correct the deteriorated construction. If the Lessee fails to make these repairs within the 120-day demand period then this lease shall terminate immediately and the City shall immediately become the absolute owner of the hangar and may elect to either repair the deterioration at the City’s own expense and re-rent both the land and the hangar to another party or the City may elect, as new owner, to remove the hangar completely from the site and lease the site to another party for the construction of a new hangar.

3. Rent: Consideration for this lease shall be \$.09 (9¢) per square foot per month. The annual rent shall begin at \_\_\_\_\_. Monthly Rent shall begin at \_\_\_\_\_. Initial rent shall be prorated and payable from the date of the execution of this lease to the beginning of the next annual calendar quarter. Initial rent is \_\_\_\_\_. Thereafter, starting on \_\_\_\_\_ it shall be paid each quarter in advance. This will be in the amount of \_\_\_\_\_ for every quarter).

The annual rent shall be increased but only after the Lessee has been in possession of the premises for two complete successive calendar years. Commencing with the first quarter (January 1, \_\_\_\_\_) the annual rent shall be increased and adjusted upward by a

percentage equal to the cumulative increase in the November Consumer Price Index (CPI) for Boston during the preceding two years. Rent will continue to be increased every two years in the same manner

It is the intent of this lease that payments by all hangar owners be made quarterly and that all hangar owners have their rents increased, when applicable, on an annual calendar basis rather than on the basis of their respective execution dates of their leases.

4. Term: The term of this lease shall be for a period of twenty (20) years from the initial date hereof, regardless of any dates of amendments. Notwithstanding the above, the Lessee and Lessor may negotiate, on mutually agreeable terms, any new successor lease at the end of the term of this lease. Failure to reach satisfactory conditions of a new lease, will invoke the provisions of paragraph 5 and 5(a).

5. Return of possession to the Lessor: The Lessee agrees that upon the expiration of the term of this Lease or, sooner if termination has occurred as defined in this lease, that the Leased Premises shall be promptly delivered to Lessor in its original condition. The Lessee shall remove all buildings, fixtures and personal property located on the Leased Premises within 30 days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises all at the exclusive cost and expense of the Lessee. Upon the termination or expiration of this Lease Agreement, all rights of Lessee hereunder to possession of the Premises shall immediately terminate.

5(a). In the event that the Lessee fails to remove the buildings, fixtures, or personal property from the Premises within 30 days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall immediately vest in the City on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and City may dispose of such buildings, fixtures and personal property as the City in its own discretion sees fit. The City shall retain any proceeds generated from such disposal. In the event, Lessor incurs a net loss for such disposal, Lessee shall be liable to Lessor for reimbursement of such loss.

6. Grounds for termination:

a. Any failure to maintain the hangar or to pay Utility cost as required in Paragraph 2 of this agreement.

b. Any failure to pay rent as herein described, the Lessor shall provide the Lessees with ten (10) business days written notice and demand for rent after which if said rent remains unpaid, the lease may be terminated by the Lessor.

c. The end of the term of this lease.

d. Any failure to provide and maintain insurance as required in Paragraph 11 of this lease.

- e. Any assignment without the written consent of the Lessor as required under Paragraph 8 of this lease.
- f. Failure to comply with the Use requirements and prohibitions listed in Paragraph 9 of this lease.
- g. Failure to reasonably comply with a request for inspection.
- h. Any violation of Paragraphs 13, 14, 15, and 17 of this lease.

Any termination will invoke the provisions cited in paragraphs 5 and 5(a) of this lease, and the Lessor may immediately take all reasonable steps, including legal action to obtain possession of the premises. The Lessee agrees to pay all of the Lessor's reasonable legal fees and expenses as may be incurred in the event of termination of this lease to secure the Lessor's rights herein and to pursue any action as may be necessary including forcible entry and detainment or otherwise through the Courts of the State of Maine.

7. Betterments: Lessee agrees that they will not be entitled to any claim against the Lessor for betterments as a result of this lease.

8. Assignment: There shall be no assignment in whole or in part of this lease without the written consent of the Lessor, which said consent, shall not be unreasonably withheld. The Lessee shall not sublease the premises without the written consent of the Lessor.

9. Use: It is an express condition of the lease that the buildings, e.g. hangars, to be constructed on the premises shall be for airplane storage and maintenance only. The following are prohibited activities on or about the leased premises.

- a. No flammable storage in hangars beyond small quantities needed for personal aircraft maintenance;
- b. No commercial ventures;
- c. No signage;
- d. No storage of toxic or hazardous chemicals or materials;
- e. No fuel sales from the premises;
- f. No salvage or maintenance work or storage for same, other than for personal aircraft;
- g. No aircraft flight instruction, rental or charter.
- h. No storage of non- aircraft related goods, furniture, vehicles, boats, campers or other personal property.

10. Inspection: The City Airport Manager or their assign shall have the right but not the obligation to inspect the hanger to make sure that it is being used in compliance with this agreement upon 7 business days notice to the Lessee.

11. Lessee shall indemnify and hold the Lessor harmless from any and all claims and demands or judgments of whatever nature, which may be made against the Lessor on account of the Lessees' use of the demised premises. This shall include but not be limited to attorney' fees in defending any action which should be brought against the Lessor.

12. The Lessee shall maintain Commercial General Liability insurance with limits no less than \$1,000,000 for any one occurrence and \$2,000,000 aggregate. The Lessee will name the Lessor as an **additional insured** on the Lessees Commercial General Liability insurance. Lessee will provide the Lessor with a certificate of insurance annually as evidence of the above but no later than January 31 of each year. Lessee is responsible to notify the Lessor immediately of any notice of cancellation or non renewal received by Lessee.

13. The Lessee shall not permit or cause a public or private nuisance to be undertaken or exist upon the premises.

14. The Lessee shall maintain the exterior appearance of all the hangars herein described in a neat and cosmetically pleasing appearance, given the nature of the buildings and the nature of construction.

15. Taxes: The Lessee shall pay any taxes and fees, which may be applicable to the leased premises. This includes any taxes on the Hangars or any personal property taxes or excise taxes on any plane or aviation related equipment stored at the demised premises.

16. Lessees shall be responsible for the removal of snow upon the premises and within one foot of the hangar door or side of the hangar.

17. A hangar must be built on this premise within two (2) years of the effective date. Failure to do so will result in a forfeiture of the two years payment and this lease and will also cause this lease to immediately terminate.

18. The Parties agree to accept all notices relating to this lease to the following addresses:

City of Belfast	Lessee _____
Attention Airport Manager	_____
131 Church Street	_____
Belfast, Maine 04915	_____

19. There are no oral agreements other than the written agreements contained herein and this lease contains all of the terms and conditions hereof.

Initial Date: \_\_\_\_\_

**CITY OF BELFAST**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessee:



