

Application Number: 2-0770

Property: Building

Status: Approved with Conditions

Mike Nugent

Comments: [Redacted]

09/11/2000

07/29/2002

Mike Nugent 09/12/2002

Be very careful of setbacks!!!!!!!!!!!!!!!!!!!!

Cannot be used for the restaurant , only for the residential unit.

Create Date: 07/12/2002

gg

09/11/2002

mjn

All Purpose Building Permit Application

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

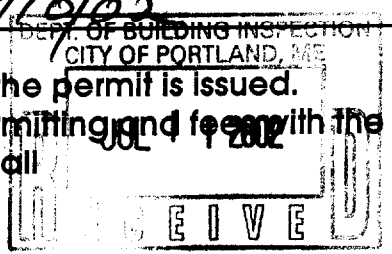
Location/Address of Construction: <u>40/42 WASHINGTON AV.</u>		
Total Square Footage of Proposed Structure <u>224 SQ. FT.</u>	Square Footage of Lot <u>5198 SQ. FT.</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>13</u> Block# <u>E</u> Lot# <u>15</u>	Owner: <u>NICE FOODS CORP</u>	Telephone: <u>HM</u> <u>207-799-0197</u> <u>SITE 772-0360</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>STEFANI NICE,</u> <u>FRED GWARTNEY</u>	Cost Of Work: \$ <u>990.00</u> Fee: \$ <u>30.00</u>
Current use: <u>UNUSED ^{Storage} Restaurant / Rental</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: <u>some</u>		
Proposed use: <u>RESIDENTIAL DECK</u>		
Project description: <u>2nd floor 14' x 14' deck for rental units</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>FRED GWARTNEY xx</u>		
Mailing address: <u>39 CARTER ST. South PORTLAND</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>799-0197 xx</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT. Call

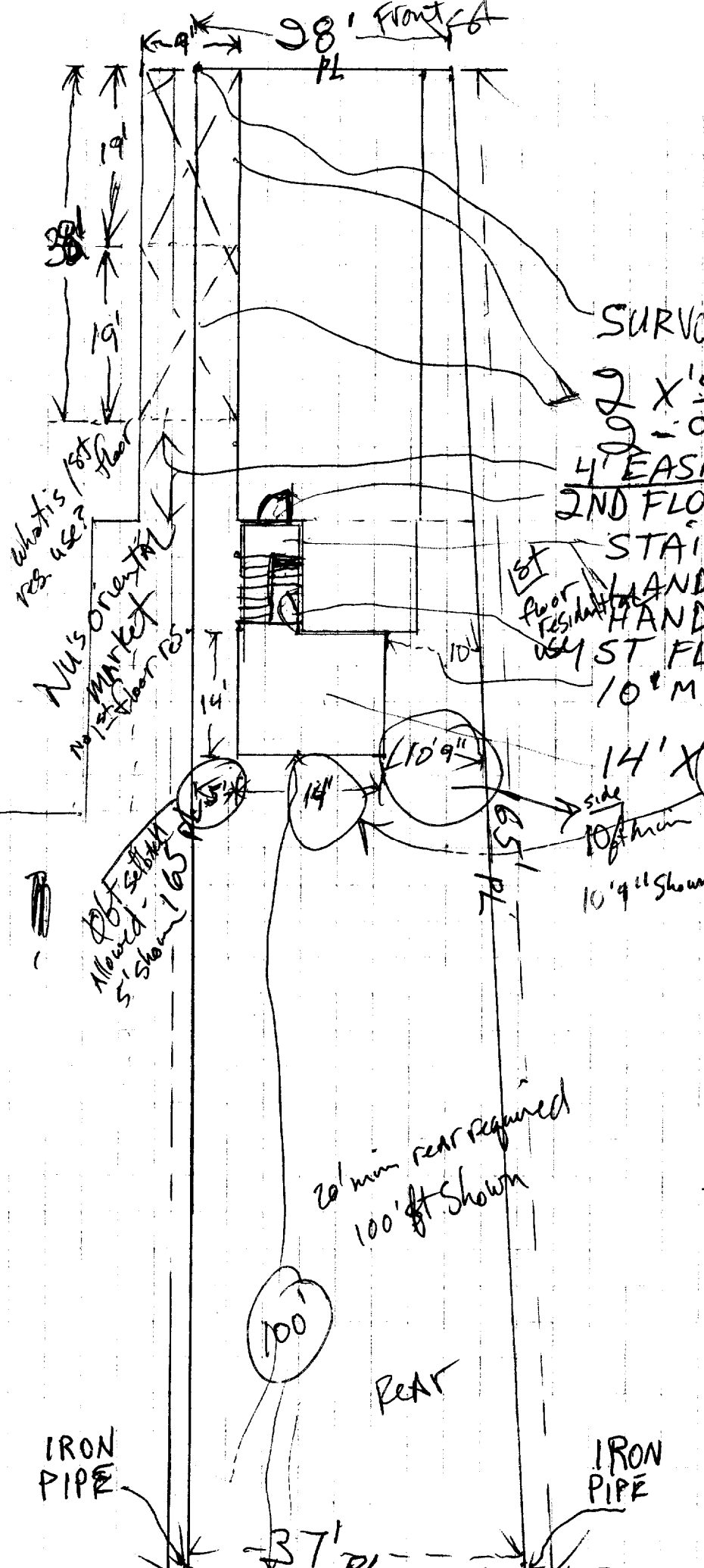
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

Signature of applicant: <u>Fred Gwartney</u>	Date: <u>7/10/02</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued.
 If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



7-9-02
Fred Swatney
207-799-0197



SURVAYER CORNER PIN
2 X'S REPRESENTS
9-9' X 19' PARKING
4' EASEMENT SPACES
2ND FLOOR DOOR
STAIRS 3' WIDE
LANDINGS 3' X 3' min.
HAND RAIL
1ST FLOOR DOOR
10' MIN. SET BACK

14' X 16' DECK
10' min required
10'9" shown

DECK ADDITION
SILLY'S RESTAURANT
40/42 WASHINGTON AV
PORTLAND ME 04101

20' min rear required
100' ft shown

NORTH
SCALE
1/4" = 48"
1" = 16'

IRON PIPE

IRON PIPE

37' PL

3m rear

what is 1st floor user?
NUS ORIENTAL
MARKET
1st floor 15'

OLF
Allowed - setback
5' shown
165 PL

B2b

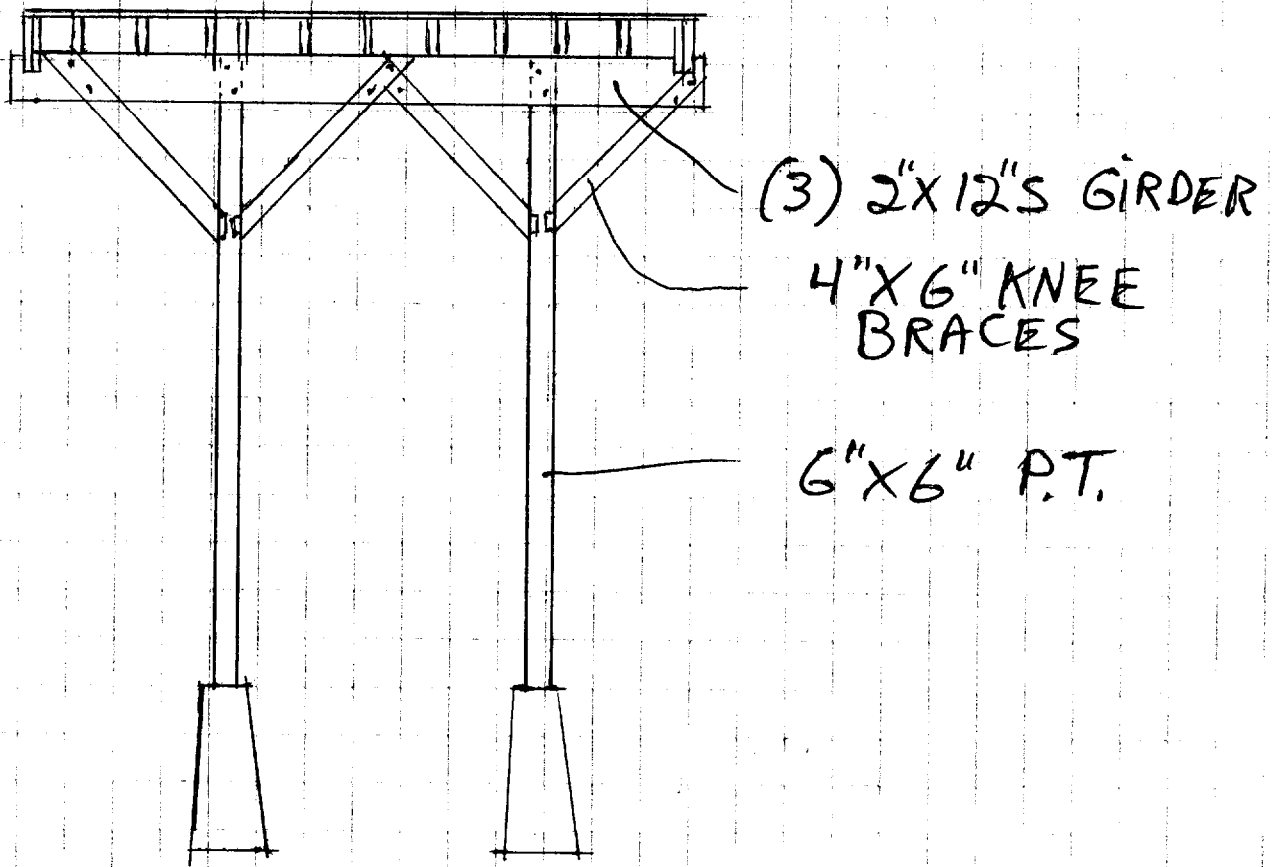
Front yd - N/A

Rear yd - 10' or where abuts
— A residential zone or
1st floor residential use,
20' is required.

side yd - none except where
— A side yard abuts a res.
zone or 1st floor residential
use - 10ft is required.

DECK ADDITION
40/42 WASHINGTON AV.

7/11/02
Fred
PAGE 3 of 3

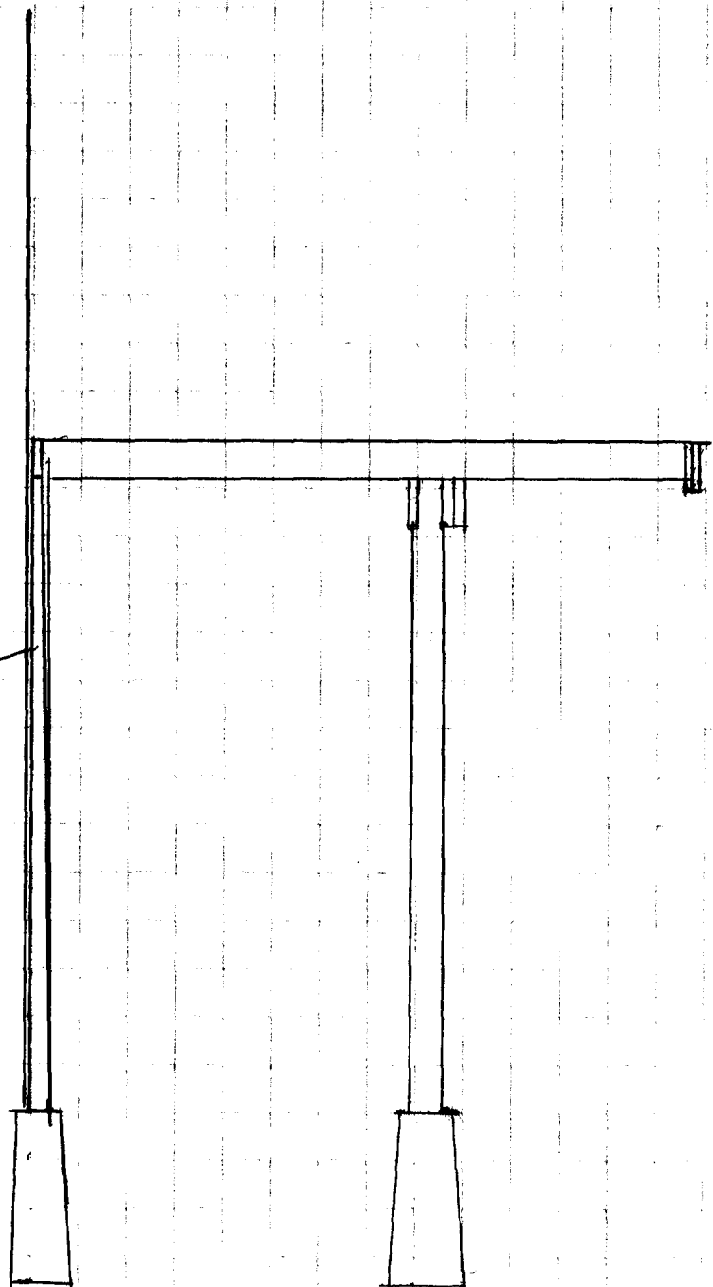


FRAMING SECTION B - 1/4" = 1'-0"

DECK ADDITION
40/42 WASHINGTON AV

7/11/02
Fred
PAGE 2 of 3

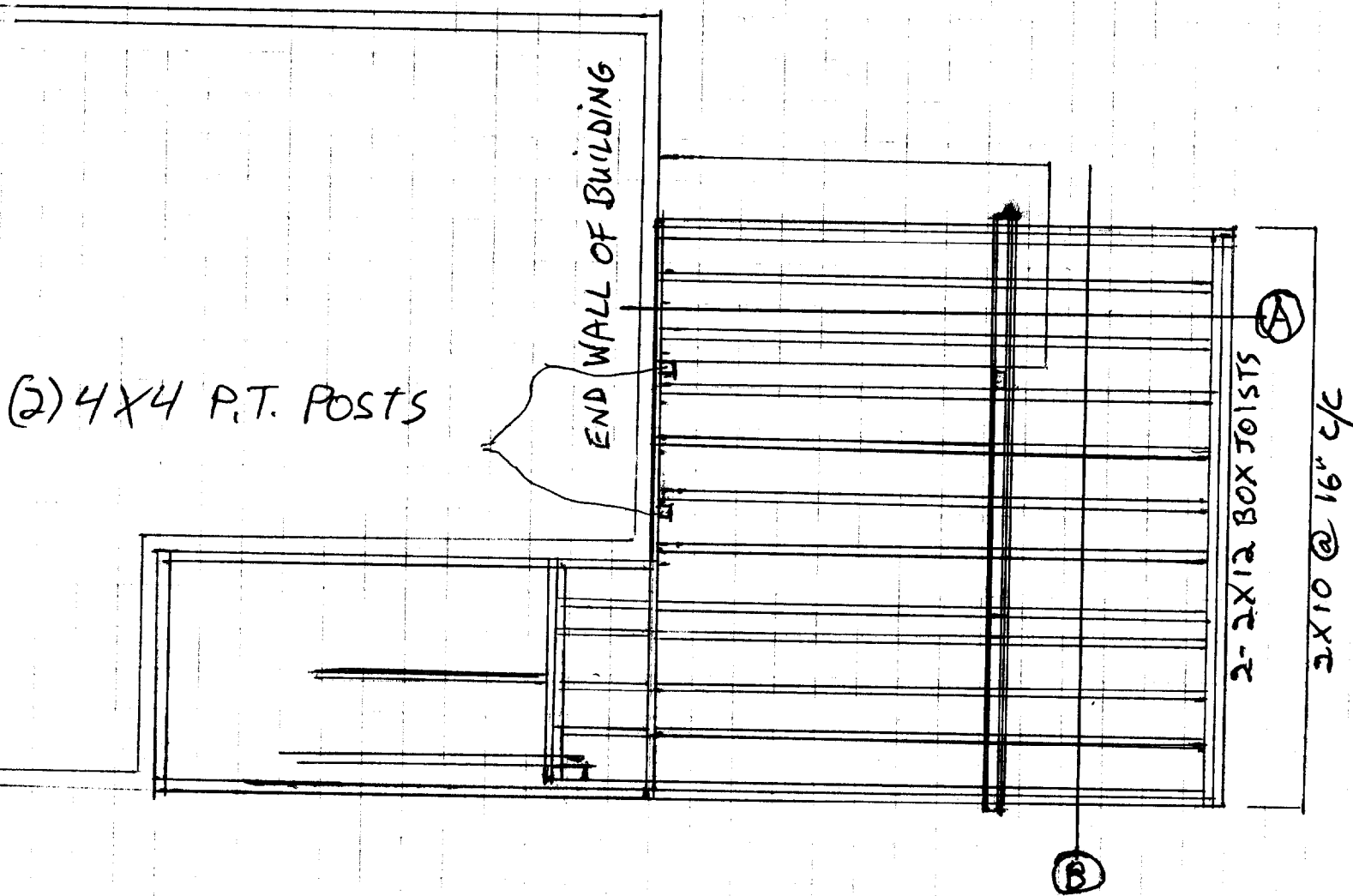
(2) 4X4 P.T. POSTS
w/(3) 3/4" BOLTS



FRAMING SECTION A - 1/4" = 1'-0"

DECK ADDITION
Silly's RESTAURANT
40/42 WASHINGTON AV.
PORTLAND, ME, 04101

7/11/02
Fred
PAGE 1 of 3



FRAMING PLAN - 1/4" = 1'-0"

BUSINESS PURCHASE AND SALE, EARNEST MONEY RECEIPT AND AGREEMENT

1. Received from **Colleen Kelley, whose mailing address is 46 Royal Pine Drive, Steep Falls, Maine** (hereinafter called the "**PURCHASER**") this **22nd day of July, 2002**, the sum of five thousand dollars (**\$5,000**) as earnest money deposit toward purchase of all assets of that business known as **Silly's** (hereinafter called the "**Business**"), including, but not limited to the equipment, fixtures, goodwill, inventory, files, records, electronic data, trademarks, phone numbers, trade names, lease and other tangible and intangible assets (excluding cash and receivables) and including the real estate located at 40 Washington Avenue in the city of Portland, County of Cumberland, State of Maine, (hereinafter called the "**Real Estate**") which Real Estate is addressed in the attached Contract for Sale of Commercial Real Estate.
2. Purchase Price: The total Purchase Price is **Two Hundred Twenty Five Thousand Dollars (\$225,000)**, and includes the Real Estate as described in the Contract for Sale of Real Estate to be executed simultaneously with this contract and attached hereto as an exhibit to this contract.

Earnest money deposit received on this date	\$ 5,000
Balance due at closing, in cash or certified funds	\$220,000
3. Additional Conditions of Sale: **Prior to closing this transaction, SELLER shall rebuild the second floor deck in such manner that it complies with all state and local zoning ordinances. In addition, the beer and wine license shall have been restored.**
4. For purposes of completing this transaction, escrow shall be opened at the office of **Magnusson Balfour Commercial and Business Brokers** and the closing of the Business and the Real Estate shall take place on or before **September 19, 2002**. Closing costs shall be shared by both parties.
5. Inventory: The full purchase price shall include inventory in the amount normally maintained for the operation of the Business.
6. The sales tax or use tax on fixtures and equipment, if any, shall be paid by the PURCHASER at settlement (through escrow) and all other taxes and similar expenses shall be pro-rated as of the date of transfer of ownership.
7. SELLER warrants that, at the time physical possession is delivered to PURCHASER, all equipment will be in working order and that the premises will pass all inspections necessary to conduct such business. Possession date shall be at settlement (close of escrow).
8. Escrow holder is authorized to draw the necessary escrow instructions for consummation of this transaction. PURCHASER and SELLER agree to execute all documents necessary to consummate this transaction, including where applicable, such documents as are necessary to comply with the Bulk Transfer provisions of the Uniform Commercial Code of Maine.
9. PURCHASER and SELLER do hereby, jointly and severally, acknowledge direct and authorize broker to deposit amounts of earnest money and hold same in **Magnusson Balfour** trust account.
10. This document contains the entire understandings between the parties and should there be any conflict between the provisions of this agreement and any escrow instructions executed pursuant hereto, the provisions of this agreement shall control.
11. This agreement, and any other exhibits and/or addenda attached hereto and signed by the parties, constitute the entire agreement, there are no oral agreements, understandings or representations being relied upon by the parties. Any modifications must be in writing and signed by all parties to this agreement.
12. The SELLER warrants that it has a good, clear and recorded, marketable title to the business being sold except as mentioned above.

13. PURCHASER, SELLER, and Broker agree that in the event any litigation is instituted to collect any sum due Broker to enforce or interpret any of the provisions of this agreement, the prevailing party or parties shall be entitled to recover from the other(s) their reasonable attorney's fees and court costs, including appeals, as determined by the Court in such action or suite.
14. PURCHASER has personally examined the equipment, fixtures, stock on hand, leasehold improvements and other assets of the business and has relied solely on his personal examination in making this offer and not upon any statements or representations made by Broker, SELLER, or their agents in deciding to purchase or value the business.
15. When signed by PURCHASER, this deposit receipt is an offer on the part of PURCHASER to purchase the above business on the terms stated and, should the SELLER fail to accept this offer by signature hereon prior to 5:00 p.m. on July 26, 2002, the PURCHASER shall revoke this offer and deposit will be returned by Broker to PURCHASER.
16. SELLER irrevocably authorizes escrow agent to pay such fee to Broker as denoted in Commission agreement, or 50% of the deposit in case such deposit is forfeited by PURCHASER, provided such payment shall not exceed the full amount of Broker's fee in cash at close of escrow, all in accordance with the signed Listing Agreement, if any, previously entered into by Broker and SELLER.
17. Upon SELLER(s) acceptance of this offer to purchaser, SELLER(s) does/do hereby direct Broker not to advise or present SELLER(s) with any subsequent offer(s) received by Broker until after forfeiture by the PURCHASER or other nullification of this Purchase Contract.
18. Training/Transition: SELLER shall cause Stefani Nice to provide up to 40 hours of consulting services during the 30 day period following the closing date, without payment of any further consideration by PURCHASER, *however Stefani Nice will be reimbursed \$275.00 for such services by Nice Food, Corp.*
19. Due Diligence: The PURCHASER shall have fifteen (15) days following the execution of this contract to review the books and records of the corporation and to conduct a physical inspection of the premises. SELLER shall allow PURCHASER to have access to its books and records and to its premises on reasonable notice during normal business hours or at other times mutually agreed to by the parties. SELLER shall provide copies of any documents or records relating to the operation of the business reasonably requested by the PURCHASER. In the event that PURCHASER is not satisfied with its due diligence inspection, it may terminate this contract by written notice and the escrow deposit will be returned promptly.
20. Non compete: For a period of three (3) years after the closing date, the SELLER agrees not to own, operate or manage a similar restaurant within three (3) miles of Silly's.
21. Allocation: To be determined by SELLER and PURCHASER prior to closing.
22. Financing: PURCHASER shall have thirty (30) days to arrange satisfactory financing commitments in an amount not to exceed \$225,000. If the PURCHASER is unable to secure financing commitments in the time allowed, the PURCHASER may terminate this contract by written notice and the escrow deposit will be returned promptly.

AS TO PURCHASER: By signing this agreement, PURCHASER hereby acknowledges that PURCHASER is relying solely on PURCHASER'S own inspection of the business and the representations of SELLER not of Broker with regards to the prior operating history of the business, the value of the assets being purchased and all other material facts of SELLER in making this offer. PURCHASER acknowledges that Broker has not verified, and will not verify, the representations of SELLER and should any such representations be untrue, PURCHASER agrees to look solely to SELLER for relief and to indemnify Broker and hold Broker harmless in connection with all losses and damages caused PURCHASER thereby.

AS TO SELLER: SELLER acknowledges that Broker has made no representations concerning the credit-worthiness or ability of PURCHASER to complete this transaction, and relies solely on PURCHASER representations concerning the credit-worthiness or ability of PURCHASER to complete this transaction, and relies solely on PURCHASER representations and not Broker with respect thereto. PURCHASER and SELLER individually acknowledge receipt of a copy of this agreement.

This is a legally binding document. Read it carefully. If you do not understand it, consult an attorney. Broker is not authorized to give legal advice.

PURCHASER hereby agrees to buy on the terms set forth above

SELLER hereby agrees to sell on the terms set forth above and to pay a Broker's Commission as per separate agreement

Dated: 7/22/02 At 7 AM PM Dated: _____ At AM PM

Purchaser: Colleen Erin Kelley

Seller: Jennifer King

Purchaser: _____

Seller: Stair One

Address: 46 Royal Pine Dr

Corporate Name: Nice Foods, Corp.

City, State, Zip: Steep Falls 132 07005

Address: 597 Riverside St

Phone: 207 1042 2152

City, State, Zip: Portland, Maine 04106

Purchaser Acknowledges receipt of a seller-signed copy

Phone: 207 772 0360

At AM PM Signature: _____

Agent for Broker: _____

Dated: _____

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Colleen Kelley, whose mailing address is 46 Royal Pine Drive, Steep Falls, Maine (hereinafter called the "Purchaser"), this 22nd day of July, 2002, the sum of five thousand dollars (\$ 5,000) as earnest money deposit toward purchase of real estate located at 40 Washington Avenue, in the city of Portland, County of Cumberland, State of Maine, described as follows: A 3,525sf, 3-story retail/residential wood frame building on a 5,198 square foot lot, inclusive of the operating business known as Silly's (which is addressed in the attached Business Purchase and Sale Agreement), being more fully described at said county's Registry of Deeds in Book 11821 Page 108, upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable: **all the assets of the business Silly's (as addressed in the attached business Purchase & Sale Agreement) and the refrigerator and stove in the second floor apartment**
2. **PURCHASE PRICE:** The total Purchase Price is **Two Hundred Twenty Five Thousand Dollars (\$225,000)**, and includes the assets of the Business as described in the Business Purchase and Sale to be executed simultaneously with this contract and attached hereto as an exhibit to this contract.

Earnest money deposit received on this date	\$ 5,000
Balance due at closing, in cash or certified funds:	\$220,000

3. **EARNEST MONEY/ACCEPTANCE:** **Magnusson Balfour Commercial & Business Brokers** shall hold said earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until **July 26, 2002 at 5:00 pm** and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser.
4. **TITLE:** That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of the Maine Bar Association, shall be delivered to the Purchaser and this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all necessary papers for the completion of the purchase on or before **September 19, 2002**. If Seller is unable to convey title to the premises in accordance with the provision of this paragraph, then the Seller shall have a reasonable time period, not to exceed 30 days from the time the Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, the Purchaser may within 15 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. The Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
5. **DEED:** That the property shall be conveyed by a **quit claim deed with covenant**, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
6. **POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
7. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.

8. PRORATIONS: The following items shall be prorated as of the date of closing:
- Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - Fuel
 - Metered utilities, such as: water, sewer and power, shall be paid by the seller through the date of closing.
 - Purchaser and Seller shall each pay one-half of the transfer tax required by the laws of the State of Maine.
 - Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property.
 -
9. INSPECTIONS: The Purchaser is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser:

Type of Inspection	Yes	No	Results Reported			Type of Inspection:	Yes	No	Results Reported		
a. General Building	X		Within	30	Days	g. Lead Paint	X		Within	30	Days
b. Sewage Disposal	X		Within	30	Days	h. Pests	X		Within	30	Days
c. Water Quality	X		Within	30	Days	i. ADA	X		Within	30	Days
d. Radon Air Quality	X		Within	30	Days	j. Wetlands		X	Within		Days
e. Radon Water Quality	X		Within	30	Days	k. Environmental Scan	X		Within	30	Days
f. Asbestos Air Quality	X		Within	30	Days	l. Other -			Within		Days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser. In the absence of inspection(s) mentioned above, the Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

10. FINANCING: This Contract is subject to the Purchaser obtaining approved combined financing for the 40 Washington Avenue, Portland Maine property and the business "Silly's" of no less than \$225,000.
- This Contract is subject to a written statement from a lender, within thirty days of the Effective date of this Contract, that the Purchaser has final loan approval.
 - The Purchaser is under a good-faith obligation to seek and accept financing on the above-described terms. The Purchaser acknowledges that a breach of this good-faith obligation to seek and accept financing on the above described terms will be a breach of this Contract.
 - If this condition is not met within said time period(s), the Seller may declare this Contract null and void and the earnest money shall be returned to the Purchaser.
11. AGENCY DISCLOSURE: The Purchaser and Seller acknowledge that they have been informed that Molly Webster and Elisabeth Magnusson of Magnusson Balfour Commercial and Business Brokers are acting as a Sellers agent in this transaction and are representing the Seller.
12. DEFAULT: If the Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the escrow agent will not return the earnest money to the Purchaser of the Seller without written releases from both parties.

13. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
14. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
15. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
16. **COUNTERPARTS:** This contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if all of the signatures were on one instrument.
17. **EFFECTIVE DATE:** This contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.
18. **REVIEW OF INCOME AND EXPENSE INFORMATION:** Purchaser shall have **thirty** days from the effective date of the Contract to review income and expense information regarding the property. If the result of the review is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned to Purchaser. If the Purchaser does not notify the Seller that the review is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser.
19. **This contract is subject to the simultaneous execution of the Business Purchase and Sale Agreement for the business known as "Silly's" which is operating out of the first floor of the property.**
20. **Prior to closing this transaction, Seller shall rebuild the second floor deck in such manner that it complies with all state and local zoning ordinances.**
21. **ADDENDA:**
This contract has addenda containing additional terms and conditions: Yes X No

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provides that every buyer of real property located in Maine must withhold a withholding tax equal to 2 ½% of the consideration unless the Seller furnishes to the Buyer a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Colleen Erin Kelley
Legal Name of Purchaser

00664 0015
Soc. Sec. # or Tax ID #


[Signature]
Signature

[Signature]
Witness

The Seller accepts the offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the broker the commission for services according to the terms of the listing agreement the sum of **8% of the purchase price of the Real Estate and 10% or a minimum of \$7,500 for the business.** In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between the Broker and Seller; provided however, that the Broker's portion shall not exceed the full amount of the commission specified.

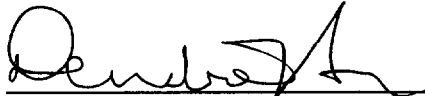
Signed this 7.23.2 day of July, 2002.

Nice Food Corporation

By: 
Its President

215 509801
Soc. Sec. # or Tax ID

Name/Title, there unto duly authorized

By: 
Its V.P.

215-50-9803
Soc. Sec. # or Tax ID


Escrow Agent

Name/Title

The Listing and Selling Agents are **Elisabeth Magnusson and Molly Webster of Magnusson Balfour**

Effective Date of Contract: July 23, 2002.

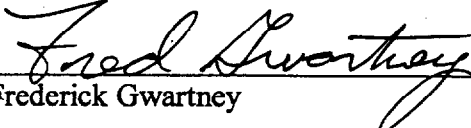
August 28, 2002

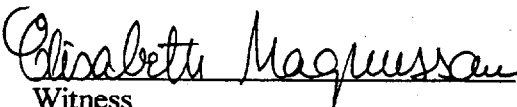
AGREEMENT BETWEEN FREDERICK GWARTNEY, (hereinafter referred to as "CONTRACTOR" and COLLEEN KELLEY, hereinafter referred to as the "EMPLOYER" for the re-designing and re-building of the existing deck at 40 Washington Avenue, Portland, Maine.

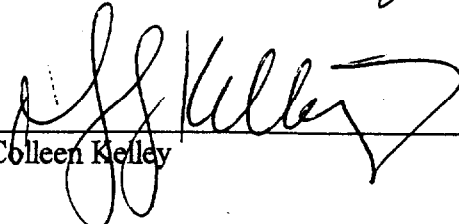
It is hereby agreed between the above mentioned parties that:

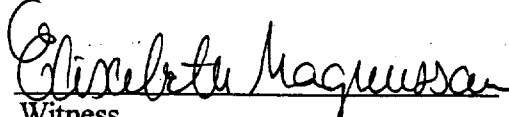
1. EMPLOYER has advanced \$1,000.00 (copy of check enclosed) to CONTRACTOR for the engineering fee for the redesigning of the deck at the 40 Washington Avenue property EMPLOYER has under contract to purchase from Stefani and Deirdra Nice. The estimated cost of the engineering fee is \$400.00. The \$600.00 remaining is to be applied to supplies for the re-building of the deck in order for the deck to comply with the City of Portland and the State of Maine ordinances and regulations for a "residential deck". The CONTRACTOR shall be fully responsible for rebuilding the deck so it conforms to all rules and regulations issued by the City of Portland and the State of Maine so no interruption will take place in the daily operations of the restaurant Silly's also under contract for sale by EMPLOYER. In addition CONTRACTOR will ensure that EMPLOYER'S applications for a liquor license and business license will not be encumbered by non-compliance due to deck at 40 Washington Avenue, Portland, Maine.
2. In exchange for taking care of the re-designing and re-building of the deck at 40 Washington Avenue, EMPLOYER shall after the closing pay CONTRACTOR \$1,000.00 for CONTRACTOR'S labor fees for the completely rebuilt deck.
3. In the event that the Purchase of the 40 Washington Avenue property with the restaurant Silly's fails to take place, CONTRACTOR agrees to immediately upon the termination of the contract for sale reimburse EMPLOYER the full \$1,000.00 EMPLOYER forwarded to CONTRACTOR on the date of this agreement.

Seen and Agreed to by:


Frederick Gwartney


Witness


Colleen Kelley


Witness



Colleen Erin Kelley
Ph. 207-642-2152
46 Royal Pine Drive
Steep Falls, ME 04885

52-7445/2112

1061

DATE 8/28/02

PAY TO THE ORDER OF

Frederick J. Westray
McKinnis and Co

\$1000

PEOPLES 86

DOLLARS

FOR

Colleen Kelley

⑆ 211274450⑆ 0286 65844 106

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 020770

This is to certify that Nice Foods Corp/n/a
has permission to Build 14' x 14' deck for 2nd floor rental
AT 42 Washington Ave 013 E015001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is occupied or closed-in. **HOME NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

STRUCTURAL GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS. FURTHERMORE, THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR THE SAFETY OF ADJACENT PROPERTY AND THE PUBLIC.
2. NO PROVISIONS HAVE BEEN MADE FOR ANY TEMPORARY CONDITIONS THAT MAY ARISE DURING CONSTRUCTION PRIOR TO THE COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE DESIGN AND CONSTRUCTION OF ALL FORMS, SHORING, AND TEMPORARY BRACING DURING THE PROJECT.
3. WORK NOT INDICATED ON THE DRAWINGS BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE INCLUDED.
4. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND EXISTING CONDITIONS THAT MAY AFFECT THE WORK.
5. ANY MODIFICATION OR ALTERATION OF THESE CONSTRUCTION DOCUMENTS OR CHANGES IN CONSTRUCTION FROM THE INTENT OF THESE DOCUMENTS BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL OF THE ENGINEER SHALL REMOVE ALL PROFESSIONAL AND LIABILITY RESPONSIBILITY ON THE PART OF THE ENGINEER. ALTERNATE CONNECTION DETAILS MAY BE USED IF SUBMITTED TO THE ENGINEER FOR REVIEW, AND ACCEPTANCE GRANTED.
6. DO NOT SCALE FROM THE DRAWINGS.

DESIGN CRITERIA

1. BOCA/NATIONAL BUILDING CODE, 1999 EDITION

FLOOR LIVE LOAD: ASSEMBLY, SECTION 1608.0
100 PSF - DECK AREA AND STAIRS

SNOW LOAD: PER BOCA SECTION 1608.0

GROUND SNOW LOAD, 60 PSF

WIND LOAD: PER BOCA SECTION 1609.0

SEISMIC LOAD: PER BOCA SECTION 1610.0

SEISMIC HAZARD EXPOSURE GROUP I
EFFECTIVE PEAK VELOCITY-RELATED ACCELERATION COEFFICIENT $A_v = 0.12$
EFFECTIVE PEAK ACCELERATION COEFFICIENT $A_a = 0.12$

2. DECK CLASSIFICATION: PER BOCA SECTION 301.0

CURRENT CLASSIFICATION IS RESIDENTIAL, USE GROUP R-3

FOUNDATIONS

1. FOUNDATION DESIGN IS BASED UPON THE FOLLOWING MINIMUM ALLOWABLE BEARING PRESSURES:

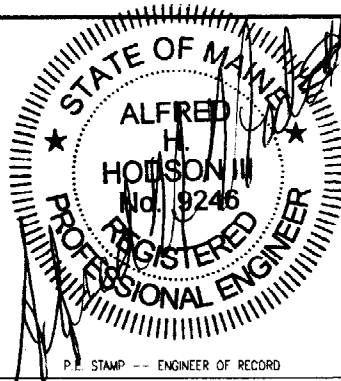
FOOTINGS: 2000 PSF
2. USE GROUNDWATER CONTROL TO PROVIDE A DRY, STABLE WORK AREA DURING ALL TEMPORARY CONSTRUCTION CONDITIONS INCLUDING, BUT NOT LIMITED TO, STRIPPING AND RECOMPACTION, EXCAVATION, PLACEMENT, AND COMPACTION OF BACKFILL, FORMWORK INSTALLATION, AND CONCRETE PLACEMENT.
3. PLACE NO FOUNDATIONS IN WATER, ON SNOW, OR ON FROZEN GROUND.

CONCRETE

1. ALL CONCRETE WORK AND REINFORCING BAR DETAILS, INCLUDING LAP SPLICES, SHALL CONFORM TO THE LATEST ACI STANDARDS, ACI 301 AND 318.
2. ALL CONCRETE SHALL BE AIR ENTRAINED (5% TO 7%) AND SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE NOTED.
3. PLACE NO CONCRETE WITHOUT CITY'S REVIEW AND APPROVAL OF THE REINFORCING AND EMBEDDED ITEMS.
4. FIRMLY SECURE ALL EMBEDMENTS IN CONCRETE, INCLUDING ANCHOR BOLTS, BY TIE WIRE TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT. VERIFY AND COORDINATE ALL DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS AND OTHER EMBEDDED ITEMS AS REQUIRED.
5. ALL CONCRETE MATERIALS, REINFORCEMENT AND FORMS SHALL BE FREE FROM FROST OR DEBRIS.
6. ALL CONCRETE REINFORCING SHALL BE ASTM A80; DEFORMED BARS; $F_y = 60$ ksi. PROVIDE 3" CLEAR COVER TO REINFORCING EXPOSED TO EARTH, AND 2" CLEAR COVER TO ALL OTHER CONCRETE.

STRUCTURAL LUMBER

1. WHERE SPECIFICALLY NOTED AS (SYP), ALL NEW DECK AND POST FRAMING SHALL BE PRESSURE-TREATED SOUTHERN YELLOW PINE, NUMBER 2 OR BETTER.
2. DO NOT NOTCH JOISTS IN THE MIDDLE-THIRD OF THEIR SPAN. NOTCHES IN 2x10 JOISTS MAY NOT EXCEED 1 1/4" DEEP x 3" WIDE.
3. ALL NEW HANGARS SHALL BE PROVIDED BY SIMPSON STRONG-TIE. ALL HANGARS AND FASTENERS SHALL BE GALVANIZED.



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CLIENT:
SILLY'S RESTAURANT
40-42 WASHINGTON STREET
PORTLAND, ME 04102

CLIENT P.O. #
N/A

DATE: 10 SEP 02	SCALE: AS NOTED
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DRAWN BY: A. HODSON	CHECKED BY: A. HODSON
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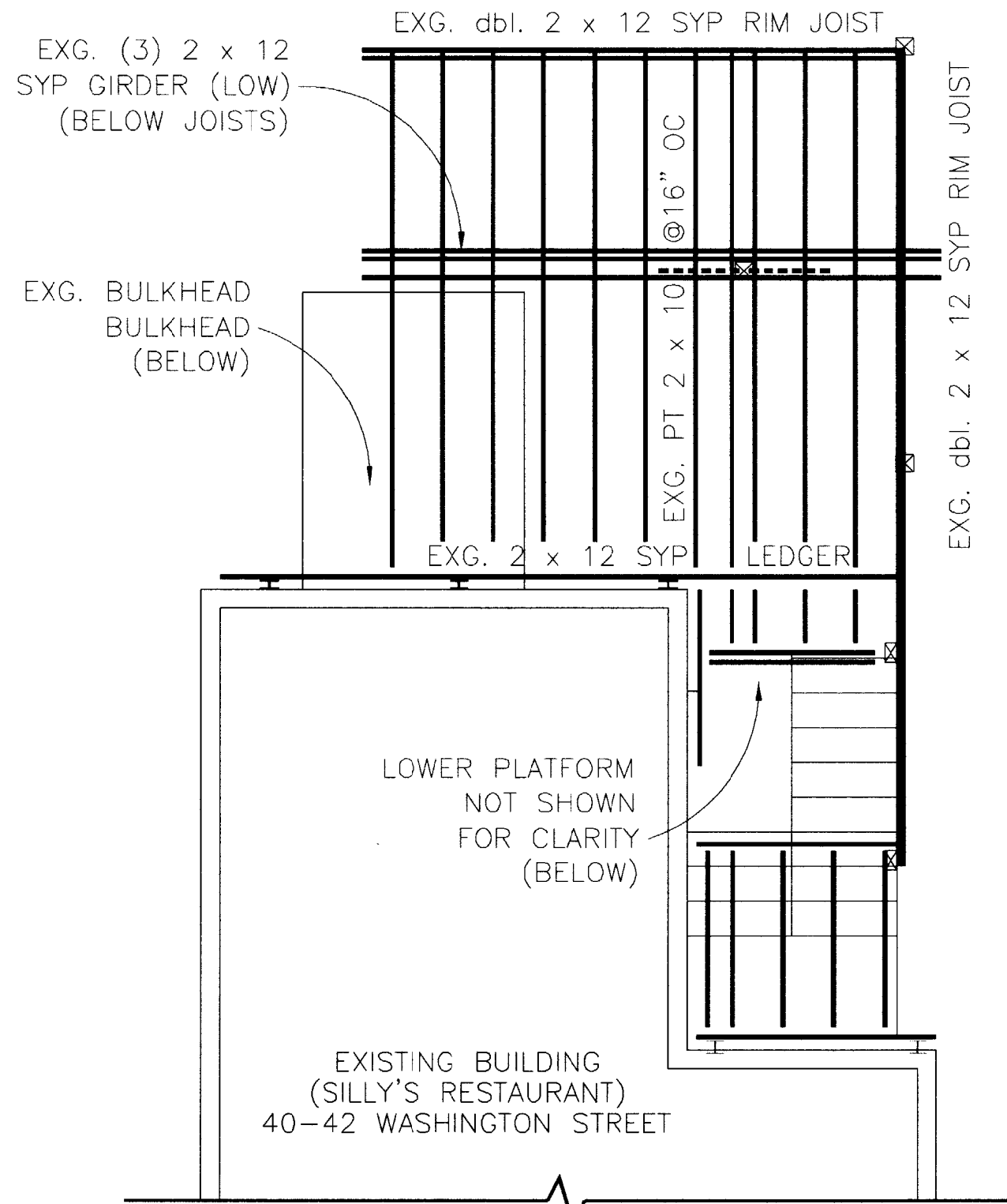
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PROJECT: SILLY'S RESTAURANT DECK REPAIR DETAILS

DRAWING TITLE: STRUCTURAL NOTES

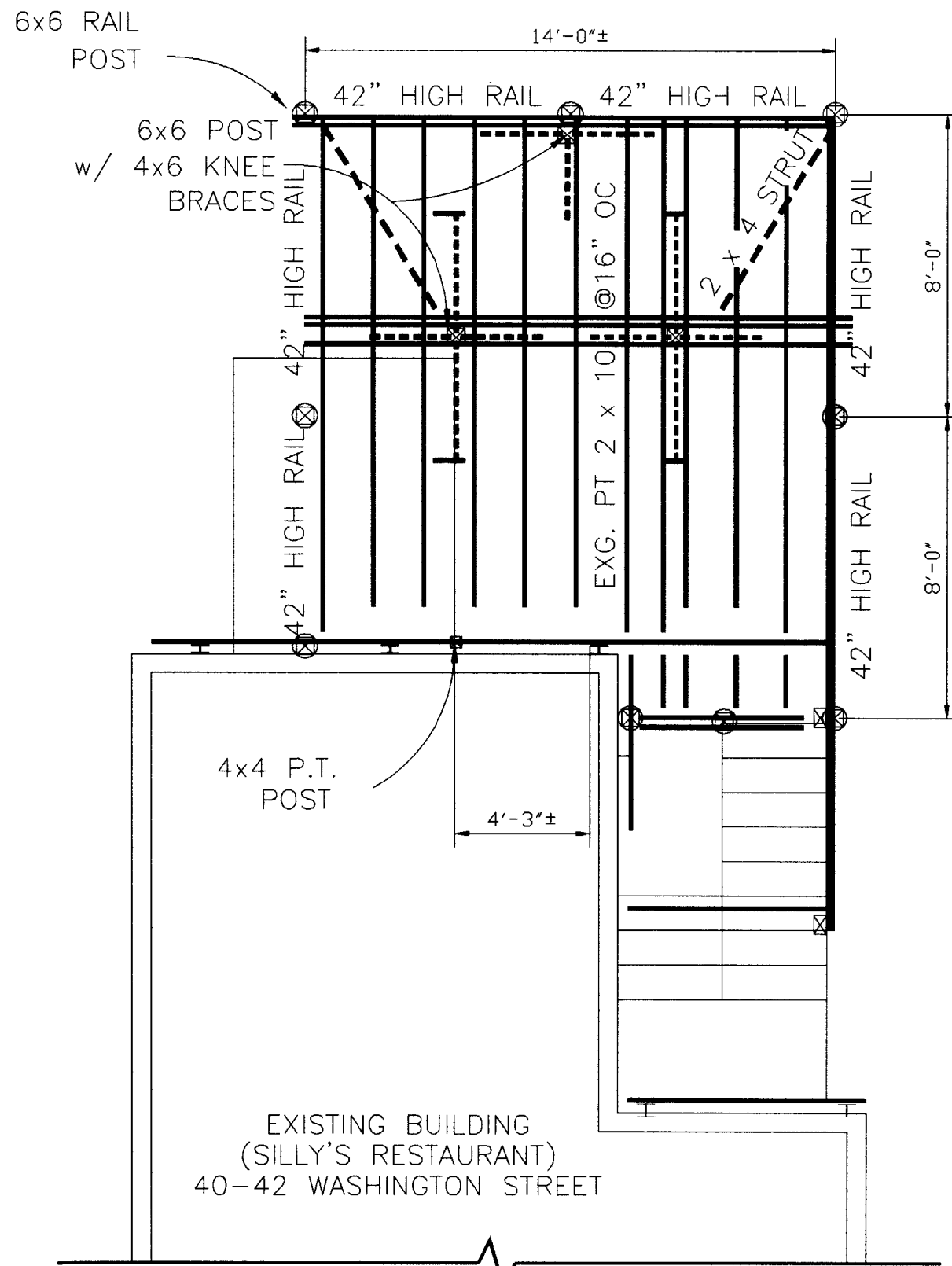
DRAWING NUMBER:

S-1



PLAN - EXISTING CONDITIONS

SCALE: 1/4" = 1'-0"

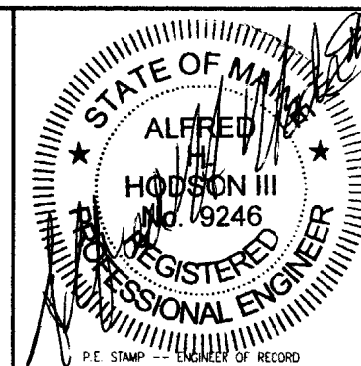


PLAN - PROPOSED REPAIRS

SCALE: 1/4" = 1'-0"

NOTES:

1. SEE SHEET S-1 FOR GENERAL NOTES
2. SEE SHEET S-3 FOR RAILING DETAILS
3. SEE SHEET S-4 FOR ADDITIONAL SECTIONS.
4. DECK FRAMING CAPACITY = 100 PSF.



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CLIENT P.O. #
N/A

DATE:
10 SEP 02

SCALE:
AS NOTED

DRAWN BY:
A. HODSON

CHECKED BY:
A. HODSON

PROJECT NUMBER:
02-007

CADFILE NAME:
SILILYPLANS.DWG

SILLY'S RESTAURANT
DECK REPAIR DETAILS

EXISTING AND PROPOSED DECK PLANS

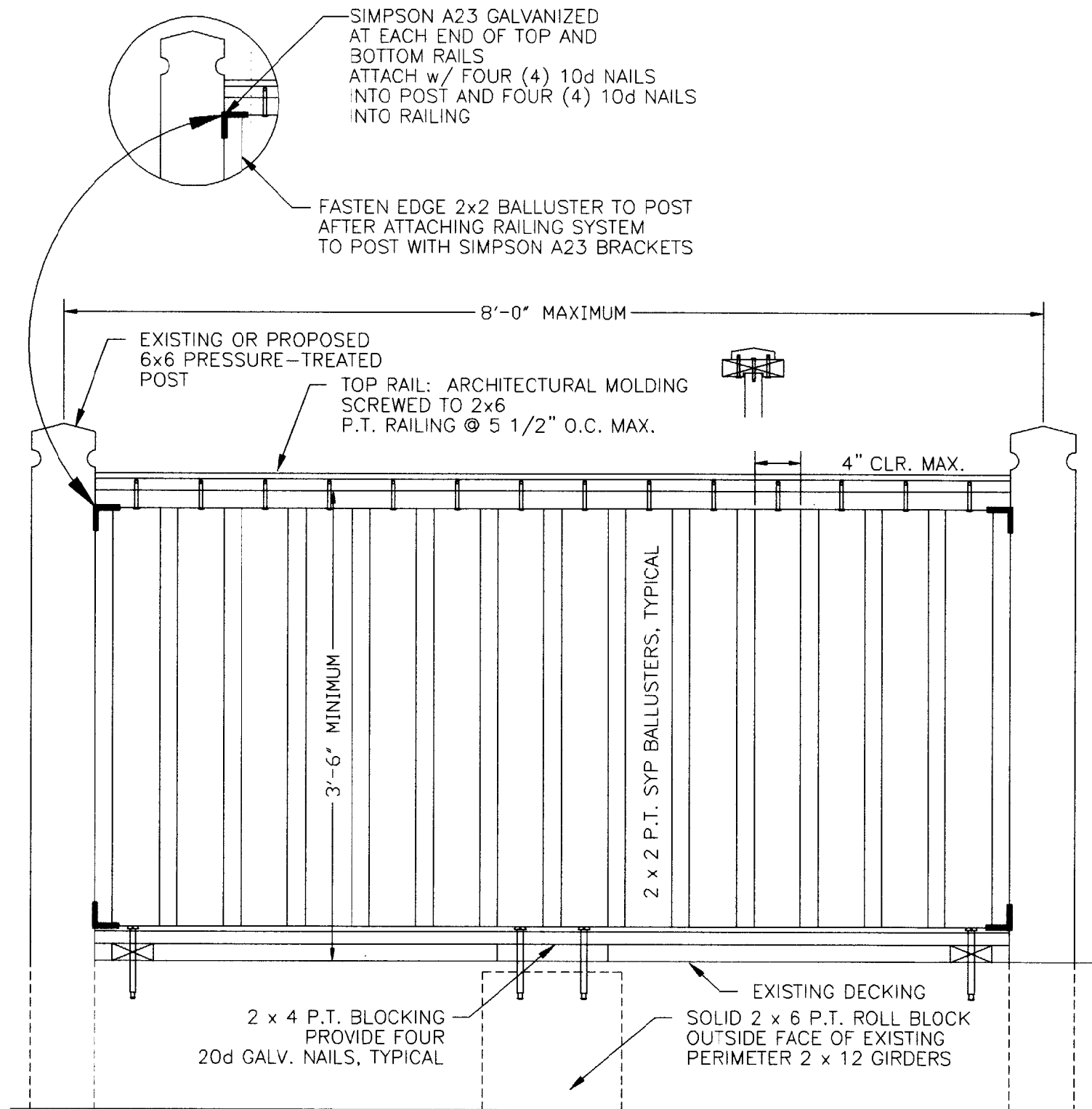
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DRAWING NUMBER:

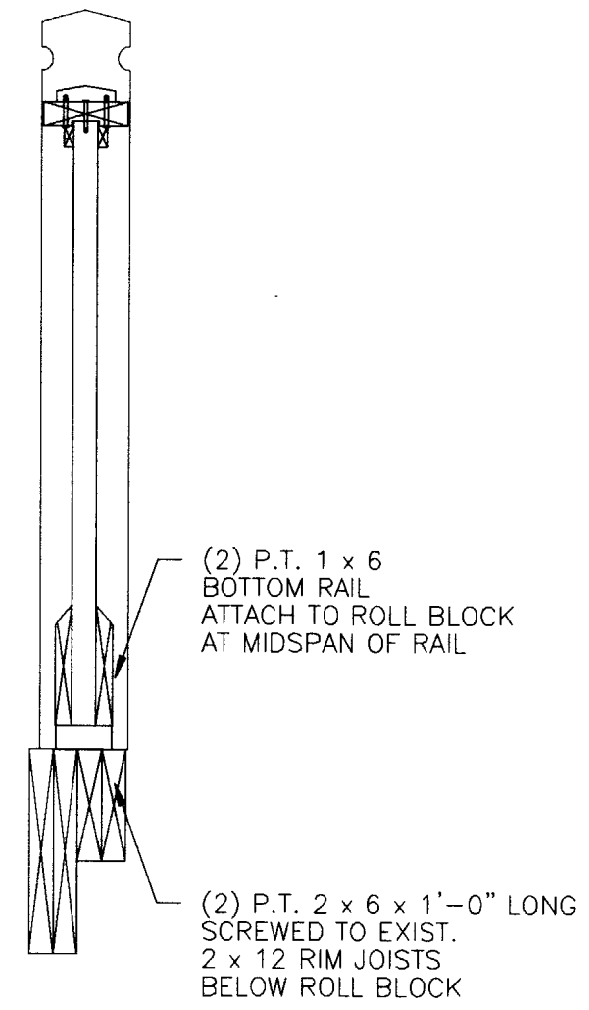
S-2

SHEET 2 OF 4



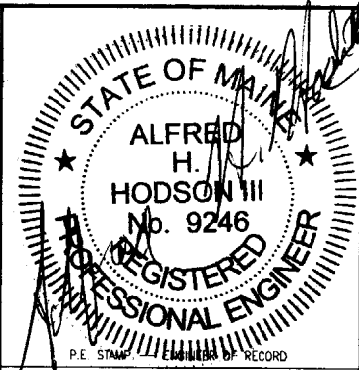
DETAIL - RAILING ELEVATION

SCALE: 1/4" = 1'-0"



RAILING SECTION

SCALE: 1/4" = 1'-0"



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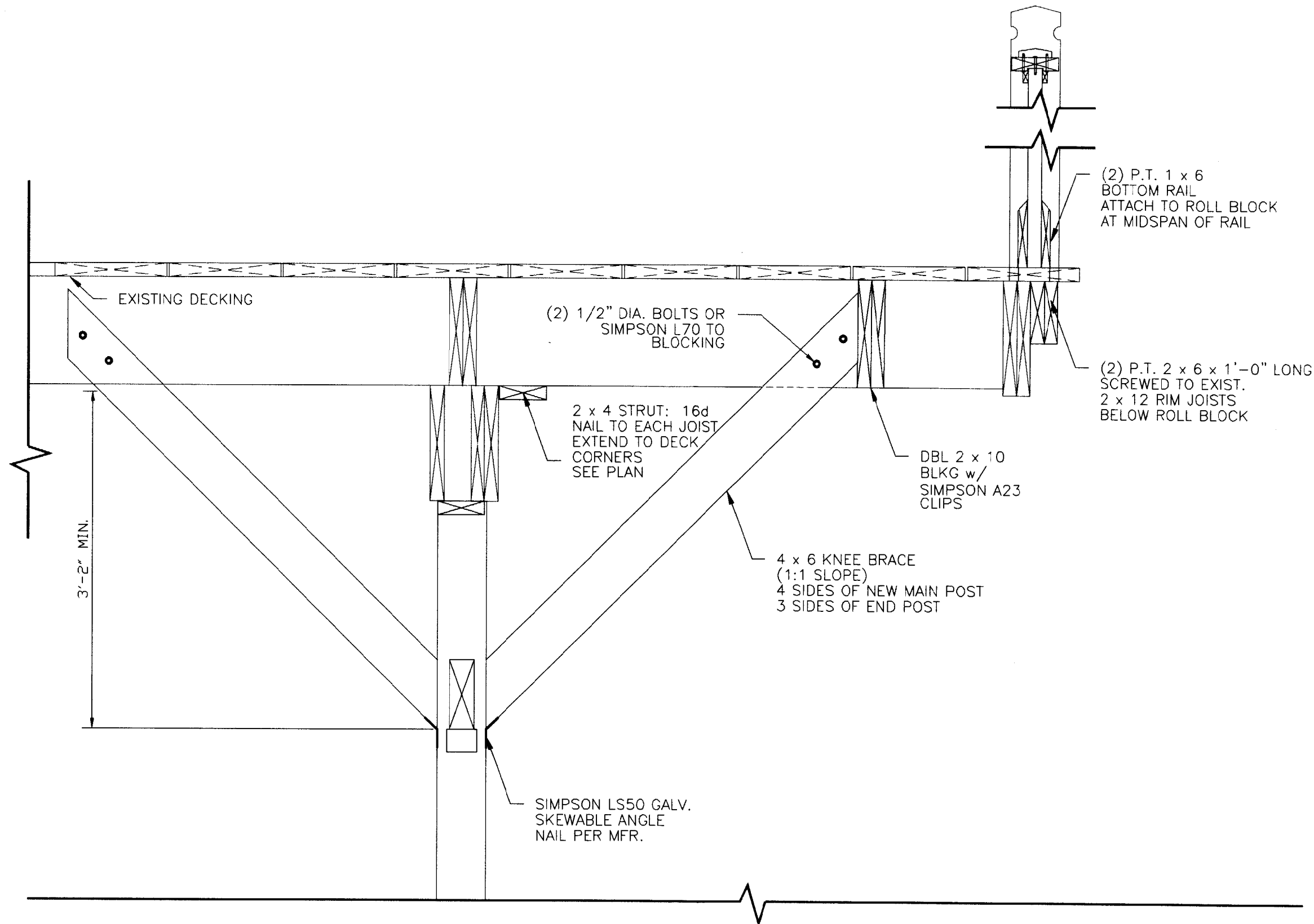
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DATE: 10 SEP 02	SCALE: AS NOTED
DRAWN BY: A. HODSON	CHECKED BY: A. HODSON
PROJECT NUMBER: 02-007	CADFILE NAME: SILLYSDETAILS.DWG

SILLY'S RESTAURANT
DECK REPAIR DETAILS

PROPOSED DECK REPAIR DETAILS

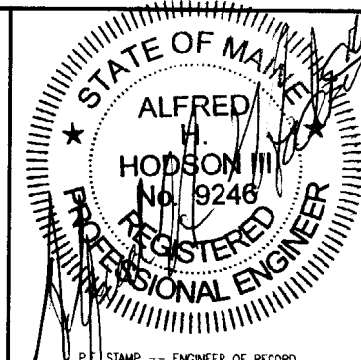
PROJECT:
DRAWING TITLE:

DRAWING NUMBER:
S-3 SHEET 3 OF 4



SECTION - NEW 6 x 6 INTERIOR POST

SCALE: 1/4" = 1'-0"



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N/A

DATE: 10 SEP 02
SCALE: AS NOTED

DRAWN BY: A. HODSON
CHECKED BY: A. HODSON

PROJECT NUMBER: 02-007
CADFILE NAME: SILLYSDETAILS.DWG

SILLY'S RESTAURANT
DECK REPAIR DETAILS

PROPOSED DECK REPAIR DETAILS

PROJECT:
DRAWING TITLE:

DRAWING NUMBER:
S-4 SHEET 4 OF 4