

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING INSPECTION

## PERMIT

Permit Number: 060951

This is to certify that SEAVEY TIMOTHY E

has permission to Change of use from Grocer to Greengrocery and Restaurant

AT 30 WASHINGTON AVE

PL 013 F007001

PERMIT ISSUED  
SEP 20 2006  
CITY OF PORTLAND

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State 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 when permission is procured before this building or part thereof is leased or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

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

### OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_  
Department Name

*Michael A. Colvin 09/11/06*  
Director - Building & Inspection Services

### PENALTY FOR REMOVING THIS CARD

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

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

Permit No: 06-095 1	Issue Date:	CBL: 013 F007001
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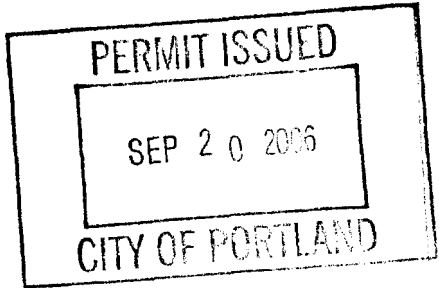
Location of Construction: 30 WASHINGTON AVE	Owner Name: SEAVEY TIMOTHY E	Owner Address: PO BOX 741 1	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:		Zone: B2b

Past Use: Commercial	Proposed Use: Commercial/ Change of use from Grocery Store to Grocery Store and Restaurant	Permit Fee:	Cost of Work:	CEO District: New min 'lets size
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Dented See Conditions	INSPECTION: Use Group: M/A2 Type SB IAC Ins	

Signature: Greg Cross		Signature: [Signature] 6/17/06	
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Permit Taken By: Idobson	Date Applied For: 06/27/2006
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 7/17/06	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: [Signature]	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: [Signature]
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### CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE



# General Building Permit Application

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

Location/Address of Construction: 30 WASHINGTON AVE, PORTLAND, ME 04101		
Total Square Footage of Proposed Structure 1,450 SQ FT	Square Footage of Lot 1,450 SQ FT	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 013 F 009	Owner: TIMOTHY SEAVEY	Telephone: 207-329-9435
Lessee/Buyer's Name (If Applicable) FADUMO W. ALI	Applicant name, address & telephone: FADUMO W. ALI 5 BAYSID TERRAS PORTLAND, ME 04101	Cost Of Work: \$ 1,000.00 Fee: \$ C of O Fee: \$
Current Specific use: DISCOUNT GROCERY STORE	Proposed Specific use: RESTAURANT AND HALAL GROCERY STORE	Bldg Fee 30 75 105
Project description: Change use from grocery store to grocery & restaurant.		
Contractor's name, address & telephone: FADUMO ALI, 5 BAYSID TERRAS, PORTLAND ME 04101 207-871-7429		
Who should we contact when the permit is ready: ALAWI ELMI		Phone: 207-327-7882
Mailing address:		

**Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

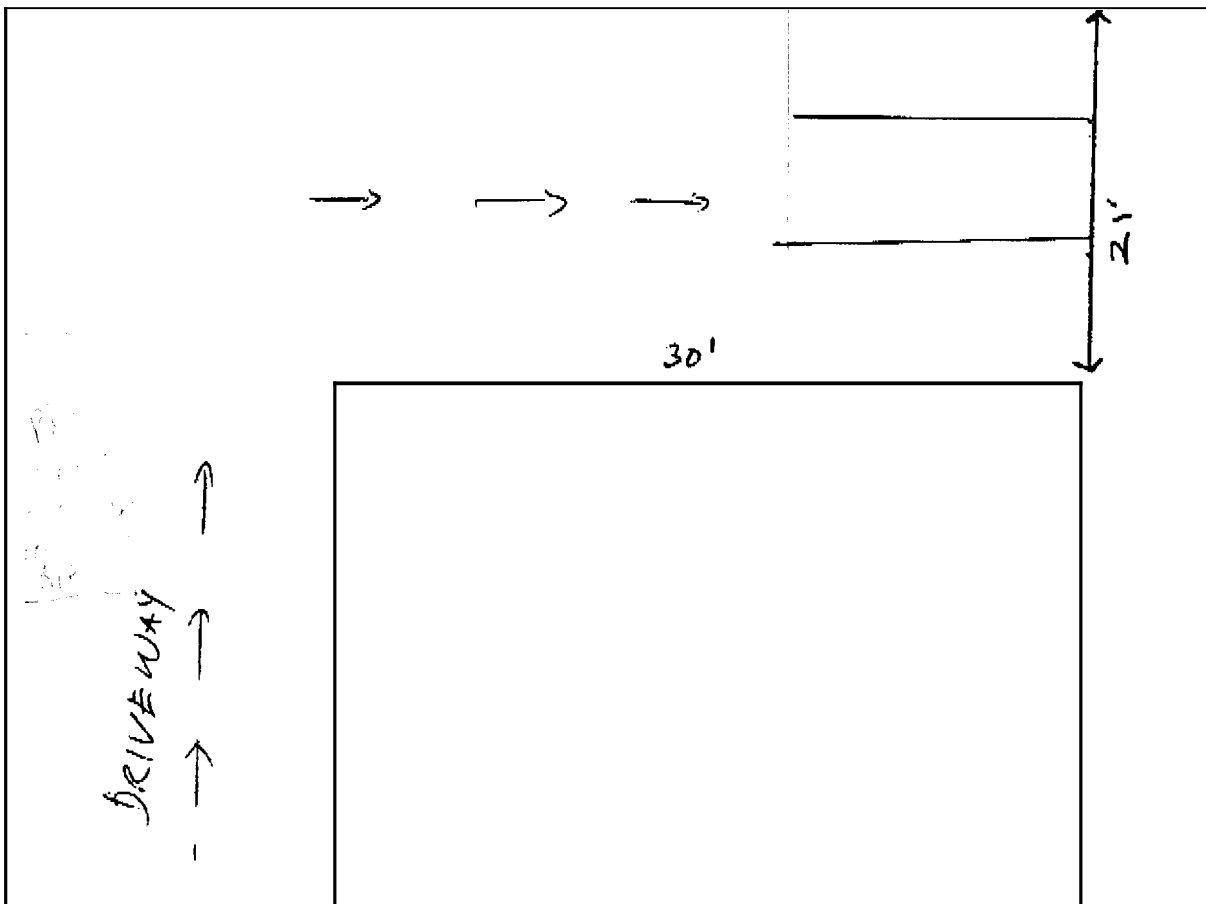
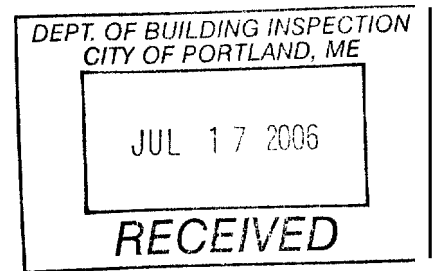
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: FADUMO W. ALI	Date: 6/27/06
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**This is not a permit; you may not commence ANY work until the permit is issued.**

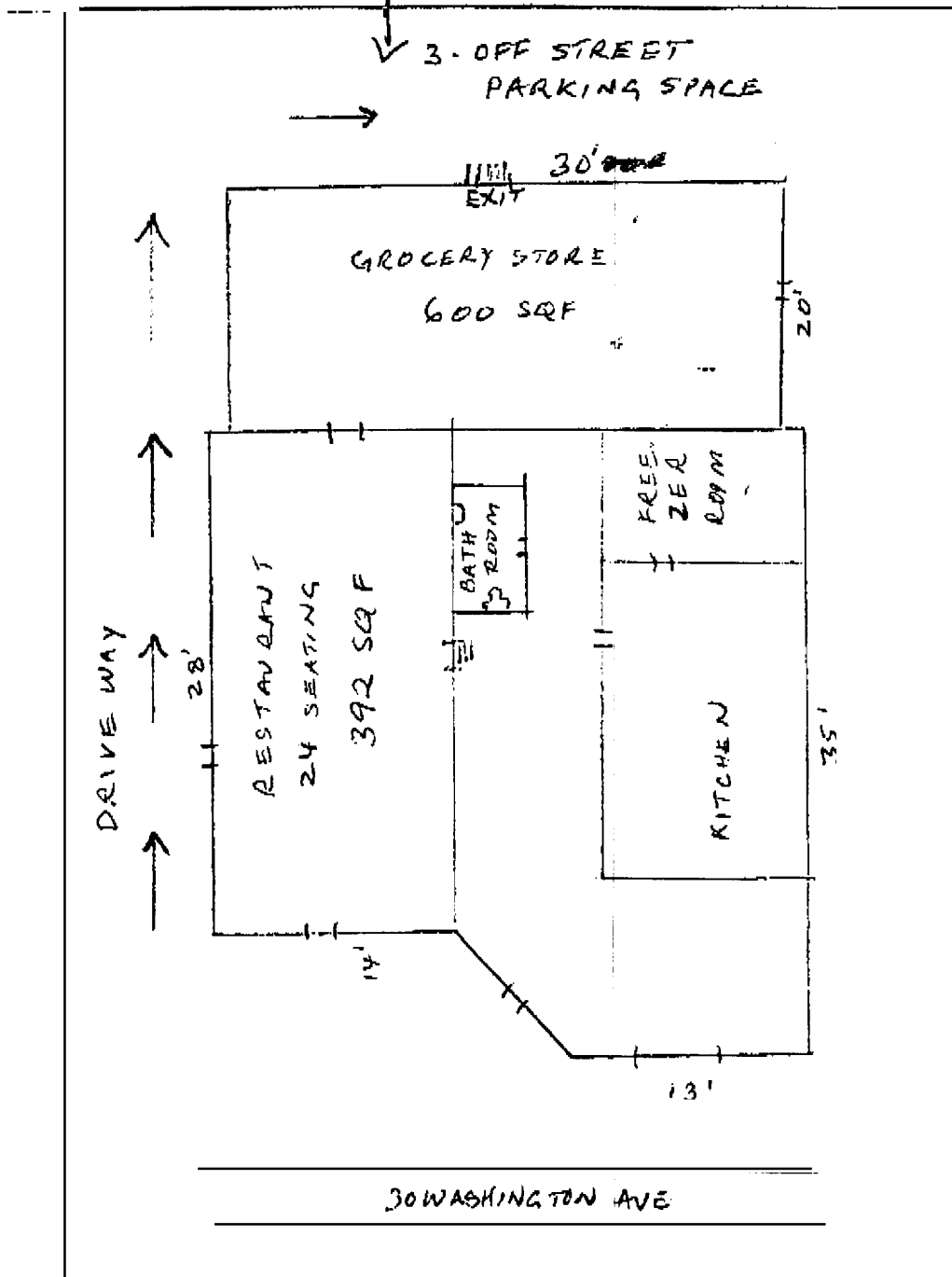
4/4

# PARKING DETAIL



FLOOR PLAN

Please see attached drawing for detail of parking.



3/14

150 =  
3.33 kg  
SPC

3pkgs  
rest  
None  
for  
etc

20' door

30 WASHINGTON AVE  
PORTLAND, ME 04101

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

JUL 17 2006

RECEIVED

This page contains a detailed description of the Parcel ID you selected. Press the New Search button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number 1 of 1  
 Parcel ID 013 F007001  
 Location 30 WASHINGTON AVE  
 Land Use RETAIL & PERSONAL SERVICE

Owner Address SEAVEY TIMOTHY E  
 PO BOX 7411  
 PORTLAND ME 04112

Book/Page 16142/148  
 Legal 13-F-7  
 WASHINGTON AVE 28-30  
 INGRAHAM COURT 2-8  
 3686 SF

*Needs to show  
 1 Bldg SPA  
 on each  
 150 sq ft  
 400' x 15' - 2.66 -  
 needs  
 147  
 SPCS*

Current Assessed Valuation For Fiscal Year 2006

Land	Building	Total
\$69,890	\$42,640	\$112,530

Estimated Assessed Valuation For Fiscal Year 2007\*

Land	Building	Total
\$100,300	\$35,400	\$135,700

\* Value subject to change based upon review of property status as of 4/1/06. The tax rate will be determined by City Council in May 2006.

Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1900	1	2198	1

Total Acres	Total Buildings Sq. Ft.	Structure Type	Building Name
0.085	2198	OFFICE WAREHOUSE	DISCOUNT GROCERY STORE

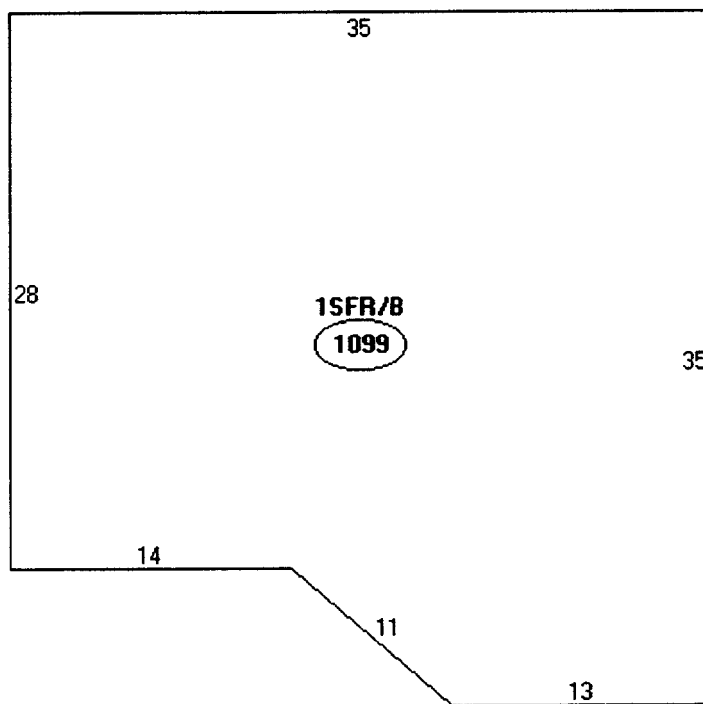
Exterior/Interior Information

Section	Levels	Sire	Use
1	B1/B1	1099	SUPPORT AREA
1	01/01	707	MULTI-USE SALES
1	01/01	392	MULTI-USE SALES

Height	Walls	Heating	A/C
8		NONE	NONE
9	FRAME	HW/STEAM	NONE
9	FRAME	HW/STEAM	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

Building Other Features

Line	Structure Type	Identical Units
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Descriptor/Area

A: 1SFR/B  
1099 sqft





Fadumo Ali  
30 Washington Ave.  
Portland, ME 04101  
(207) 329-7882

July 20, 2006

Captain Greg Cass  
Fire Prevention Officer  
c/o Room 315  
389 Congress Street  
Portland, ME 04101

Dear Captain Greg Cass:

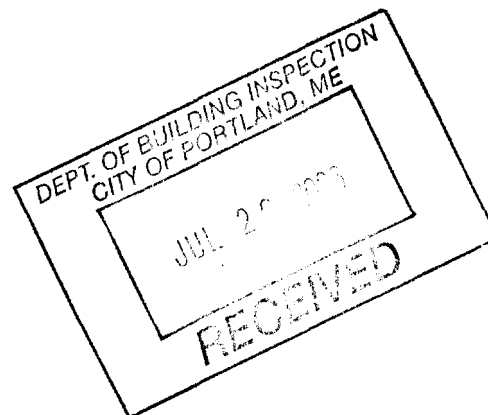
I am writing in response to your voice mail regarding my change of use application for the property at 30 Washington Avenue. Your message denied my permit due to not enough exits in the building. It is possible you received a copy of the original floor plan that did not clearly show all the exits. I ~~am~~ attaching the revised floor plan that shows the minimum two means of egress required by your department, two doors located on Washington Ave. and a back door that opens out to the parking area.

I have also received a quote from Lebel's Sheet Metal for installation of the hood and venting and once I have approval from your office for the change of use I will schedule the work.

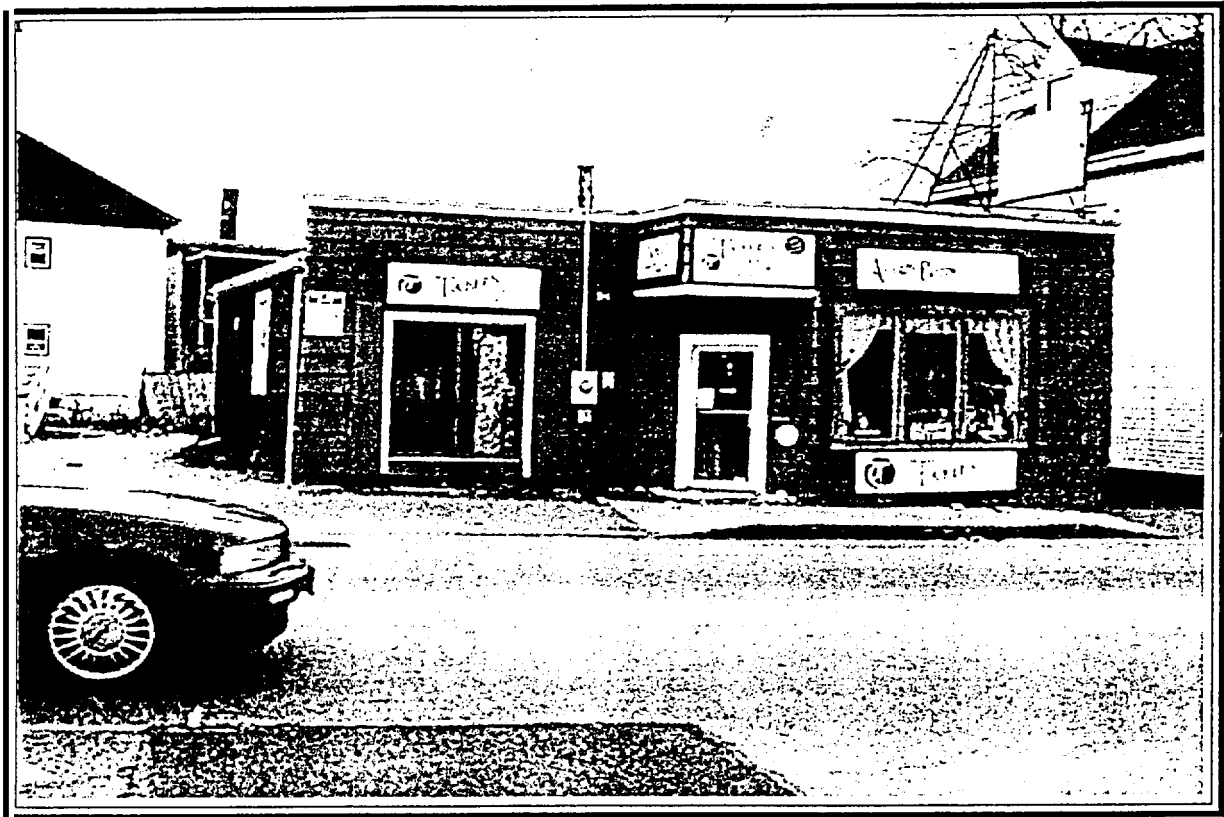
Please let me know if you have any further questions.

Sincerely,

*Fadumo Ali*  
Fadumo Ali



**FOR LEASE**

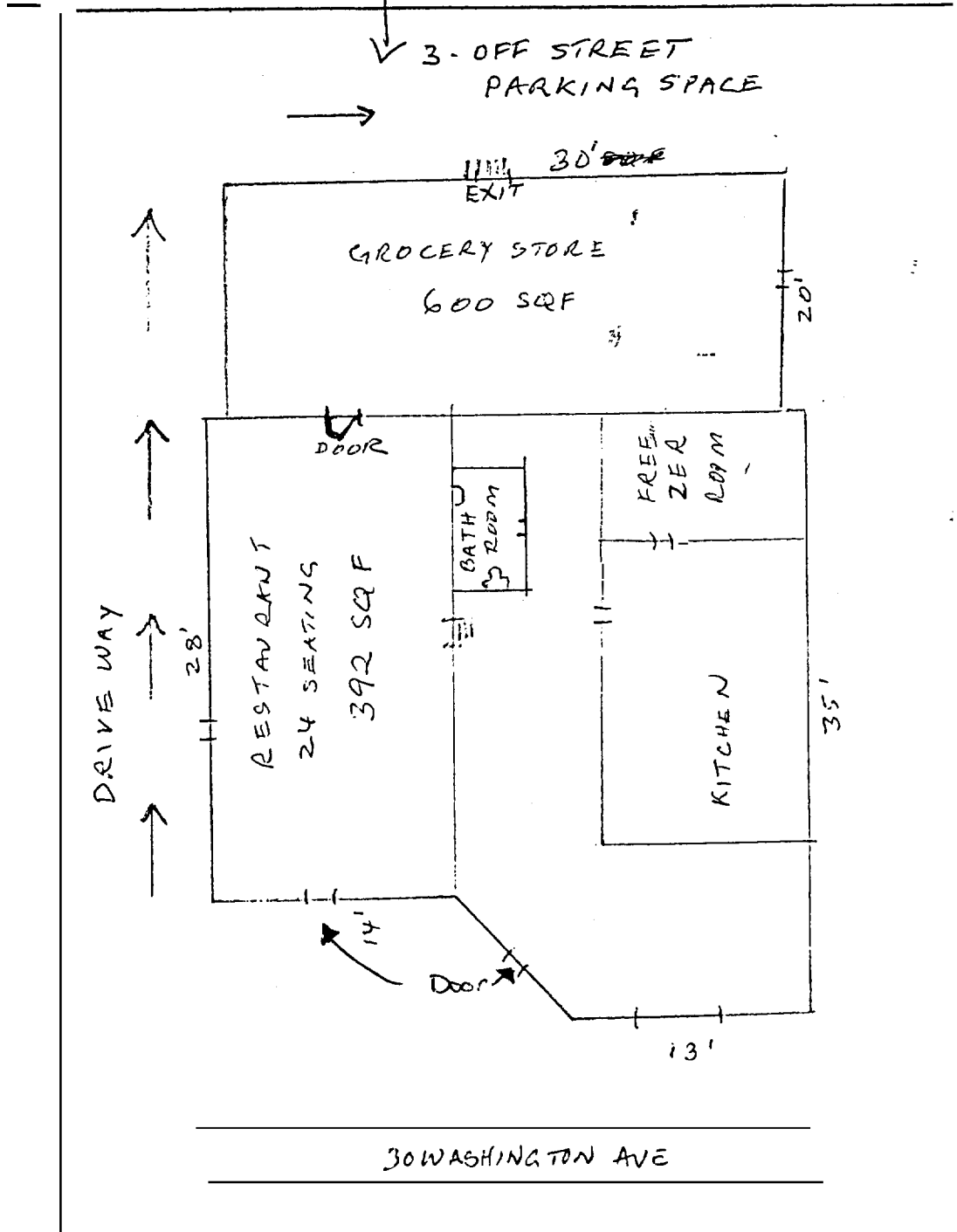


**Retail Space**

30 Washington Avenue  
Portland, Maine 04101

Please see attached drawing  
for detail of parking

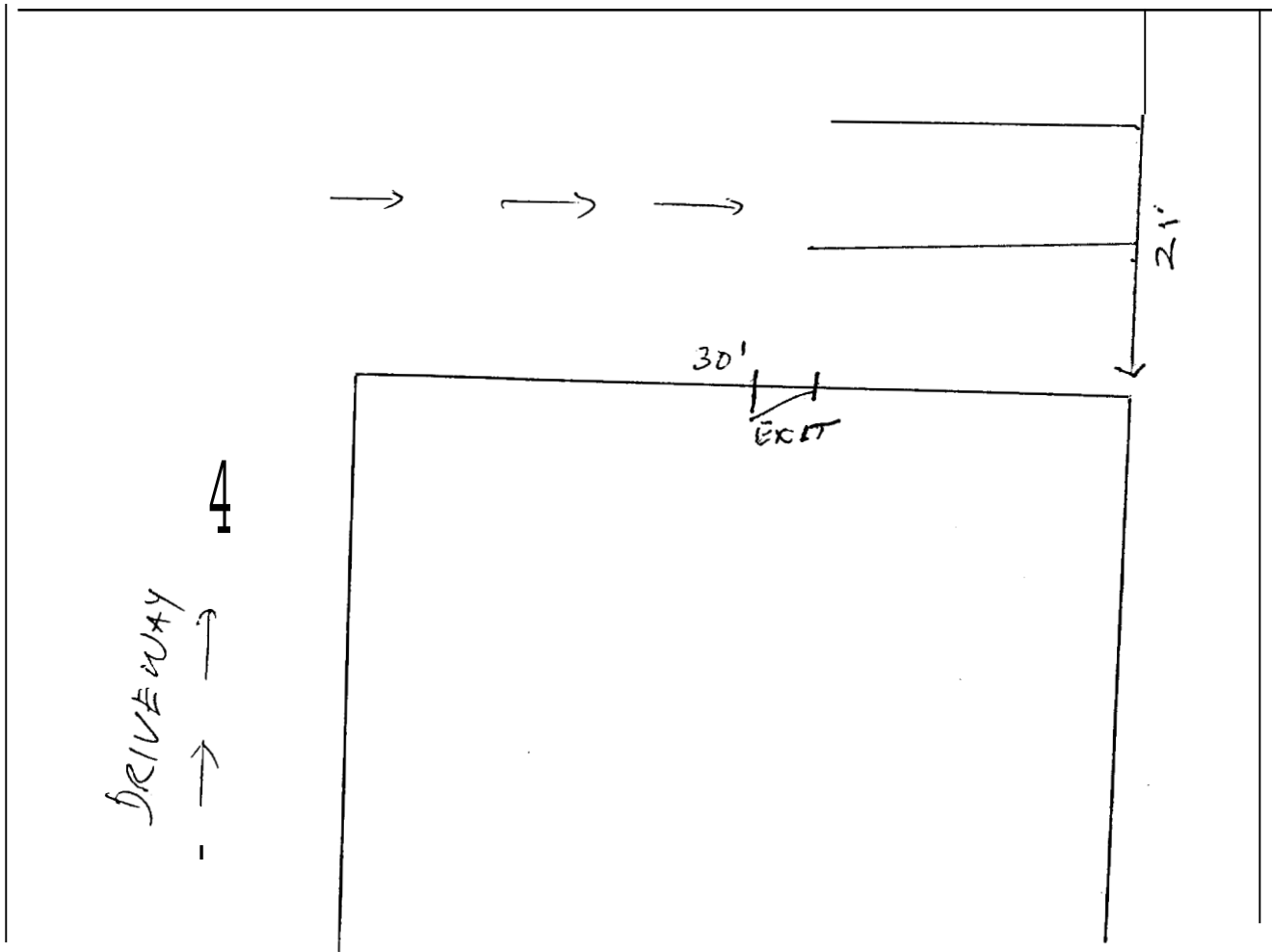
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30 WASHINGTON AVE  
PORTLAND, ME 04101

4/4

# PARKING DETAIL



ASSIGNMENT OF LEASE

This Assignment of Lease effective February 10, 2006 is by and between Tiny Tim's Moving & Trucking, Inc., a Maine corporation having a principal place of business at P. O. Box 7411, Portland, Maine 04112 ("Landlord"), Abdul Mohamed Ali of 44 Washington Avenue, Portland, ME 04101 ("Tenant/Assignor") and Fadumo Ali of 5 Bayside Terrace, Portland, ME 04101 ("Tenant/Assignee").

WHEREAS, Landlord and Tenant/Assignor entered into a lease dated September 1, 2004 for premises described as an approximately 1,000 square foot free-standing building with basement located at 30 Washington Avenue, Portland, Maine, a copy of which is attached as Exhibit A;

WHEREAS, Tenant/Assignee desires to assume all rights and obligations under said lease;

WHEREAS, Tenant/Assignor desires to be released from all rights and obligations under said lease;

WHEREAS, Tenant/Assignor is not in default of any terms of said lease; and

WHEREAS, Landlord being desirous of maintaining a tenant in said premises, consents to assigning said lease to Tenant/Assignee and to releasing Tenant/Assignor from all further liability under said lease.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. Landlord consents to the assignment of said lease to Tenant/Assignee effective February 10, 2006.

2. Tenant/Assignee agrees to assume all rights and obligations under said lease accruing on and after February 10, 2006.

3. Since Landlord desires to enter into a lease agreement with Tenant/Assignee, Landlord agrees to release Tenant/Assignor from any further obligations accruing under said lease, Paragraph 11 of said lease notwithstanding.

4. Tenant/Assignor agrees to the termination of all his rights and obligations under said lease effective February 10, 2006.

IN WITNESS WHEREOF, *the parties* have set their hands and seals this \_\_\_\_\_ day of February, 2006.

**TINY TIM'S MOVING & TRUCKING, INC.**

BY:  2-10-06  
Timothy Seavey - President

 2-10-06  
Abdul Mohamed Ali - Tenant/Assignor

Fadumo Ali 2-10-06  
Fadumo Ali - Tenant/Assignee

**FOR LEASE**



**Retail Space**

30 Washington Avenue  
Portland, Maine 04101

# Magnusson Balfour

COMMERCIAL & BUSINESS BROKERS

(207) 774-7715  
*H-878-9369*  
 www.balfourcommercial.com



**Property:** 30 Washington Avenue  
 Portland, ME 04101

**Current Use:** Used furniture - retail

**Leasing Space:** 1<sup>st</sup> floor 28' x 14'  
 2<sup>nd</sup> floor 21' x 35'

**Square Footage:** Approximately 1,100sf

**Utilities:**  
**Electricity:** Tenant pays  
**Heat:** Tenant pays  
**Air Conditioning:** No

**Zoning:** B2

**Traffic Count:** Very high

**Signage:** On building

**Parking:** Four spots and on street

**Taxes:** 1999-2000 \$2,042.40

**Security Deposit:** \$1,000

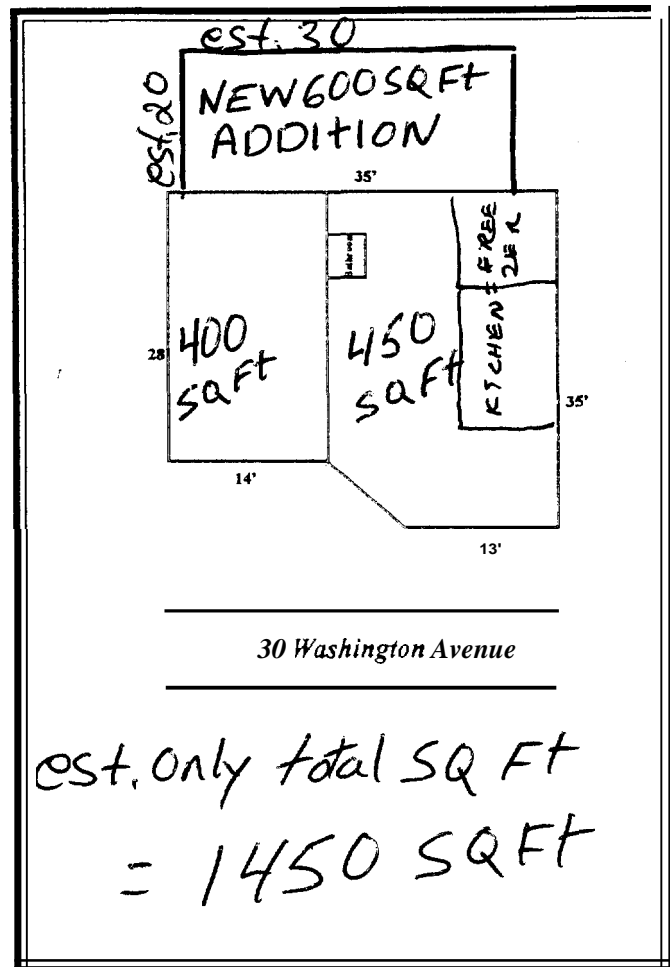
**Lease Term:** One year or more

**Availability :** January 1, 2001

**Lease Price:** \$ 1,000 per month modified gross

**Listing Agent:** Linda Carvell

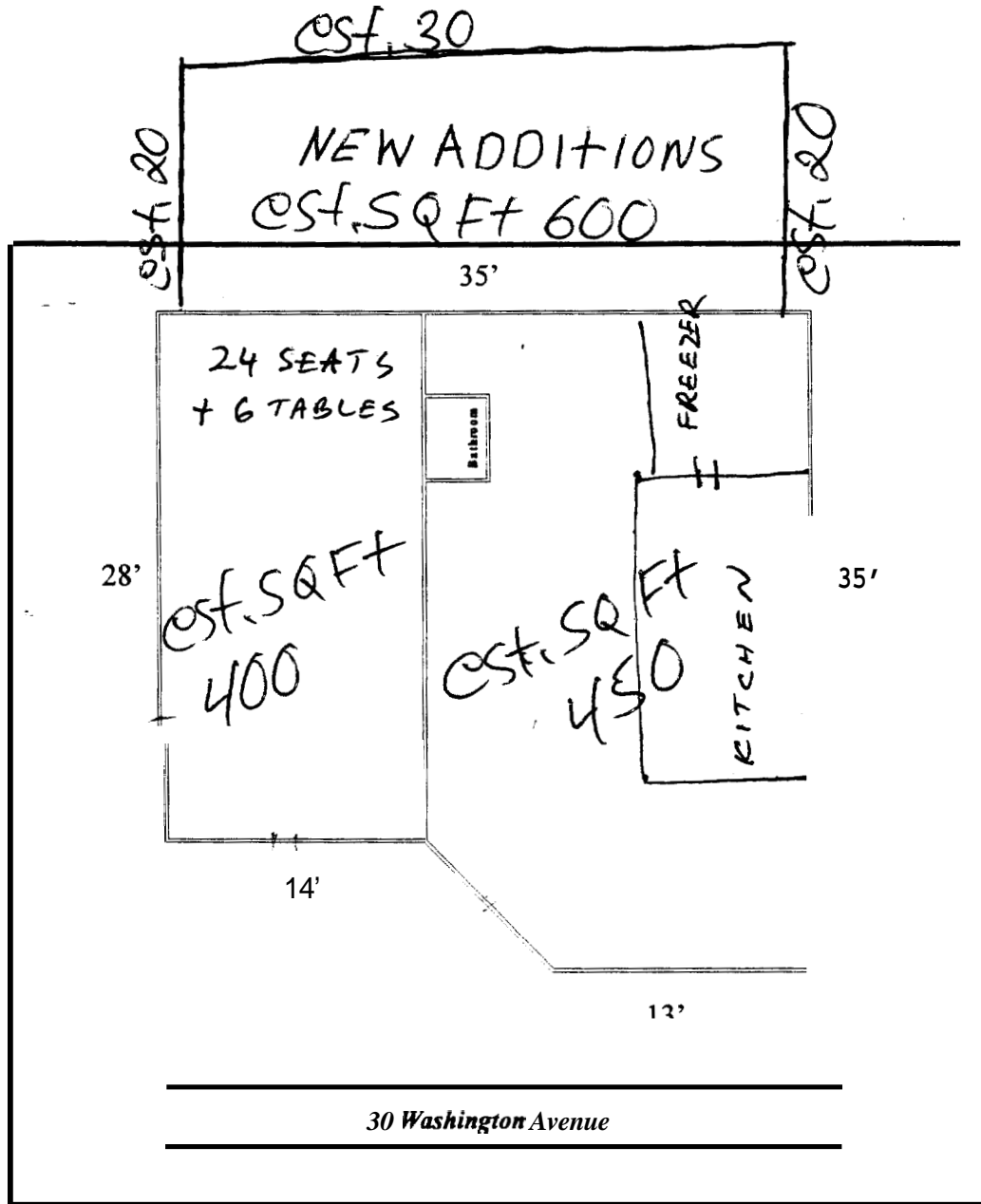
**Comments:** Very high traffic count with Good walking-traffic. Ideal for retail or restaurant, donut shop, bagel shop, specialty items, antiques. There are two rooms and one bathroom, and a basement. The basement does get some water.



BEFORE & AFTER IS THE SAME

THE INFORMATION IN THIS PROFILE HAS BEEN PROVIDED BY THE CLIENT. MAGNUSSON BALFOUR COMMERCIAL & BUSINESS BROKERS MAKES NO REPRESENTATIONS AS TO ITS ACCURACY. THIS PROFILE IS FOR THE CONFIDENTIAL USE OF THE INDIVIDUAL TO WHOM IT HAS BEEN GIVEN. BUYERS ARE ADVISED TO CONDUCT THEIR OWN INVESTIGATION TO ACCURACY OF INFORMATION AND CONSULT WITH THEIR APPROPRIATE FINANCIAL, LEGAL, OR BUSINESS ADVISORS.





est. total SQ FT 1450

LEASE

This Lease made this 1<sup>st</sup> th day of Sept 2004 and between Tiny Tim's Moving & Trucking, Inc, having a principal place of business at P.O.Box 7411 Portland Maine 04112 Timothy SEAVEY, (hereinafter referred to as the "Landlord"), and Abdal ALI, having a principal place of business at 30 Washington Avenue, Portland, Maine 04101 and a home address of \_\_\_\_\_ Maine ( \_\_\_\_\_ (hereinafter referred to as the Tenant).

WITNESSETH AS FOLLOWS:

1. PREMISES. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this Lease, premises as described: Approximately 1,000sf free standing building with basement located at 30 Washington Avenue, Portland, Maine. Excepting and reserving here from a utility shed behind said building which lessor shall continue to use for storage, Lessee shall have the right to use the parking area on the premises, but shall not block access to the rear of the property, nor access by the abutter to their property. Lessor does not warranty access to the rear of the premises.

2. TERM. The term of this Lease shall be for a period of three (3) years beginning on Sept 1, 2004, and ending on Aug 1, 2007 Tenant shall have access to space on \_\_\_\_\_

3. BASE RENT. The Tenant during the term of this Lease shall pay to the Landlord rent for the demised premises at the following described rent. Said rent shall be paid in advance without notice or demand on the First day of each month. Base rent shall commence on NOV 1, 2004. The first months rent shall be paid NOV 1, 2004

RENT PERIOD

RENT PAYMENT

Rent will be \$1,300

\$1,300.00 / month T.S.

if I Finished a building addition

or I complete if not he Pay \$1,000

This is a DOUBLE NET lease. Additional rent shall be charged for Tenant's pro-rata share of real estate taxes assessed and levied against the property and all operating expenses and maintenance costs associated with the property including but not limited to common and/or shared utilities in accordance with the lease.

Payment of additional rent will be made in estimated monthly installments of \$199.57, to be adjusted annually and which will commence on Sept, 2004

There shall be a late charge of \$10.00 per day for monthly rentals paid more than ten days after due date.

4. IMPROVEMENTS.

The Landlord shall provide the following improvements to the space: Landlord shall install subfloor suitable for linoleum flooring, new ceiling with insulation in garage portion of building, clean up unwanted debris from yard and parking lot.

#### 4. IMPROVEMENTS> (CONTINUED)

The Tenant is authorized to make the following improvements to the space: Install all necessary equipment for the operation of Tenant's business.

Tenant shall not make any major alterations or additions to the demised premises without the prior Written consent of the Landlord, which shall not be unreasonably withheld or delayed. All such allowed alterations, additions or other improvements shall be at the Tenant's sole expense, shall be constructed in good and workmanlike manner, and shall conform to all building and other codes and regulations applicable thereto. The Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the demised premises for labor and material furnished to the Tenant or claimed to have been furnished to the Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant, and shall cause any such lien to be released of record forthwith without cost to the Landlord. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.

5. UTILITIES AND TAXES. The Tenant, during the term of this Lease, shall pay, before delinquency, all charges or assessments for: All utilities servicing the property, plowing, and trash removal.

Tenant will pay all personal property taxes assessed with respect to all personal property in and at the premises. Landlord shall maintain Fire and Casualty Insurance on property.

6. PERMITTED USES. The Tenant shall use the demised premises only for the purpose of a retail store, meat market and restaurant.

7. COMPLIANCE WITH LAWS. The Tenant acknowledges that no trade or occupation shall be conducted in the demised premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city in which the premises are situated.

8. HAZARDOUS MATERIALS. Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises Tenant will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state, or local law; (iv) that Tenant will at all reasonable times permit Landlord or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, Tenant will at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and

federal laws as the same may be amended from time to time; and (vi) tenant further agrees to deliver the leased premises to landlord at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether

#### 8. HAZARDOUS MATERIALS. (CONTINUED)

federal, state or local. Tenant further agrees to hold harmless and indemnify Landlord for and against any and all claims, loss, cost, damages and expenses, including attorneys' fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this article. The terms of this article shall expressly survive the expiration or earlier termination of this lease.

9. FIRE INSURANCE. The Tenant shall not permit any use of the demised premises which will make voidable any insurance on contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. It is acknowledged and understood by Tenant and Landlord that such fire insurance for fire and extended coverage as Landlord elects to purchase shall be for the sole benefit of the Landlord, and that such insurance shall not cover Tenants' personal property, trade fixtures, leasehold improvements, and other appurtenances, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace same. Either party may give a 30 day written notice to void lease in case of severe fire.

#### 10. ACCEPTANCE OF PREMISES, REPAIRS, ALTERATIONS, MAINTENANCE.

The Tenant by taking possession of the Premises, shall accept and shall be held to have accepted same as suitable for the use intended by the Tenant. Tenant shall, at its own expense, keep and maintain the Premises and appurtenances and every part thereof in good order. Building mechanicals, including existing monitor heater, and exterior of the premises will be repaired by the Landlord. For purposes of this Lease, all glass, including but not limited to door and window glass, shall be deemed part of the Premises, and not part of the exterior. Tenant shall at once report in writing to the Landlord any defective condition known to him which the Landlord is required to repair, and the failure to so report shall make the Tenant responsible for damages resulting from such defective condition. Provided, however, any such repair made necessary by the fault or neglect of the Tenant, or its employees, visitors, agents or contractors shall be made by Tenant at Tenant's expense. The Tenant shall not permit the demised premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. It is agreed to by both parties that all upgraded electrical services and plumbing services installed by Tenant, shall be exclusively maintained by Tenant throughout the term of this lease.

11. ASSIGNMENTS. Tenant shall not, without the prior written consent of Landlord, assign this Lease, or any interest thereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the tenant. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only on the prior written consent of the Landlord. Subtenants or assignees shall be liable to the Landlord for all obligations of the Tenant hereunder, including, but not limited to, any increase in Landlord's insurance premium previously or thereafter charged because of such change in Tenant. Such payment shall be made thirty (30) days after payment by Landlord and shall be considered additional rent hereunder. Provided, however, that notwithstanding any consent at any time given, the Tenant shall remain as fully liable hereunder as if no subletting had taken place. Provided further, that Landlord, prior to such subletting shall have the right to require that all (or any portions) of the Premises which Tenant proposes to sublease or as to which Tenant proposes to assign this Lease (if interest which controls Tenant)

be surrendered to Landlord for ~~the~~ term of ~~the~~ proposed ~~sublease~~ or ~~assignment~~ in consideration of the appropriate ~~pro rata~~ adjustment of, or cancellation of, ~~the~~ Tenant's obligations hereunder.

**12. TERMINATION NOT TO AFFECT LIABILITY FOR RENT.** No abandonment of this Lease prior to ~~the normal ending thereof~~, by lapse of time or ~~otherwise~~, shall affect Landlord's right to collect rent for the period prior to the termination thereof.

**13. SIGNS.** All signage shall abide by ~~local zoning ordinances and shall~~ be at Tenant's exclusive ~~cost~~.

**14. SUBORDINATION.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments or liens on the property of ~~which the demised premises are a part and the~~ Tenant shall, when requested, promptly execute and deliver such ~~written instruments as shall~~ be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other ~~such instruments in the nature of a mortgage.~~

**15. LANDLORD'S ACCESS.** The Landlord or agents of the Landlord, may ~~at~~ reasonable times, with prior ~~notice~~, enter to view ~~the demised premises~~ and may make repairs and alterations as the Landlord should elect to. Landlord may ~~at any time within six (6) months~~ before the expiration of the term, ~~show the demised premises to others and may affix for lease signs to any suitable part of the demised premises or property of which the demised premises are a part and keep the same so affixed without hindrance or molestation.~~

**16. TENANTS' LIABILITY INSURANCE.** The Tenant shall maintain with respect to ~~the demised premises~~ and the property of which ~~the demised premises are~~ part, comprehensive public liability insurance in the amount of ~~One Million Dollars (\$1,000,000.00)~~ with property damage insurance ~~m~~ limits of ~~One Hundred Thousand Dollars (\$100,000.00)~~ ~~m~~ responsible companies ~~qualified to do business m Maine and m good standing therein insuring the Landlord as well as the Tenant against injury to persons or damage to property as provided.~~ The Tenant shall deposit with ~~the Landlord~~ certificates for such insurance ~~at~~ or prior to the commencement of ~~the term~~, and ~~thereafter within thirty (30) days prior to the expiration of any such policies.~~ All such insurance certificates shall provide that such policy shall not be canceled without ~~at least ten (10) days prior written notice to each insured named therein~~

**17. FIRE, CASUALTY, EMINENT DOMAIN.**

(a) If at any time during the term of this Lease, the Premises shall be damaged or ~~destroyed~~ in whole or ~~m~~ part by fire or ~~other~~ cause, or ~~taken~~ in whole or in part ~~under~~ the power of eminent domain, then Landlord, ~~at its own cost and expense, may~~ at its option, repair and ~~restore the~~ Premises to ~~the extent possible within the limits of insurance proceeds or condemnation award made available for such repair within a period of time, which, under all prevailing circumstances shall be reasonable.~~ In such event and only if space remaining is useable for ~~Tenant's business~~, this Lease shall remain in full force and effect except ~~rent~~ payable hereunder, such proportionate ~~reduction~~ to be based upon the extent to which the ~~damage~~ and the ~~making of such repairs shall interfere with the business carried on by Tenant in the Premises.~~ The foregoing notwithstanding, if the Premises are damaged due to the ~~fault~~ or neglect of Tenant or ~~its employees~~, there shall be no abatement of ~~rent~~. In no event shall Landlord be required to repair any injury or damage by fire or other ~~cause~~, or to make repairs or replacements of any leasehold improvements, ~~fixtures~~ or other personal property of ~~Tenant~~. All ~~damages awarded~~

for such taking under the power of eminent domain shall belong to Landlord. If Landlord shall elect not to restore the Premises, as evidenced by written notice to Tenant, this Lease and the term hereof shall terminate.

(b) If this Lease is terminated pursuant to any provision of this Section, Tenant shall surrender to Landlord the Premises in accordance with the provisions of Section 18. All rent and other sums payable hereunder shall be apportioned as of the date of such termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the date of such termination.

18. **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 and such default shall continue for ten (10) days after written notice thereof or,

b The Tenant shall default in the observance or performance of any of the Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice hereof; or,

c. The Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to reenter and take complete possession of the demised premises, to declare the term of this Lease ended, and remove the Tenant's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Tenant shall indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the term. If the Tenant shall default, after reasonable notice thereof in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions of any paragraph of this Lease, the Landlord without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

19. **NOTICE.** Any notice from the Landlord to the Tenant relating to the demised premises or to the occupancy thereof; shall be deemed duly served, if left at the demised premises addressed to the Tenant, or, if mailed to the demised premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlord relating to the demised premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent and notices shall be paid and sent to the Landlord at

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20. **SURRENDER** The Tenant shall at the expiration of this Lease remove all of the Tenant's goods and effects from the demised premises within fourteen (14) days. The Tenant shall deliver to the Landlord all keys, locks thereto; and other fixtures which Landlord does not request Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof; reasonable wear and tear and damage by fire or

other casualty excepted. In the event of the Tenant's failure to remove any of the Tenant's property from the premises, the Landlord is hereby authorized, without liability to the Tenant for loss or damage thereto, and at the sole risk of the Tenant, to remove and store any of the property

**20. SURRENDER (CONTINUED)**

at the Tenant's expense, or to retain the same under the Landlord's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

**21. NO WAIVER** No failure of the Landlord to exercise any power conferred hereunder, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those otherwise provided by law.

**22. ATTORNEYS' FEES.** If it is necessary for the Landlord to institute legal proceedings against the Tenant for breach of any covenant or condition of this Lease, then, in such event, the cost of such proceeding, including attorneys' fees shall be deemed to be an additional rent as hereby reserved, and the Landlord shall have the same rights and remedies as though such additional rent were part of the base rental due the Landlord under this Lease.

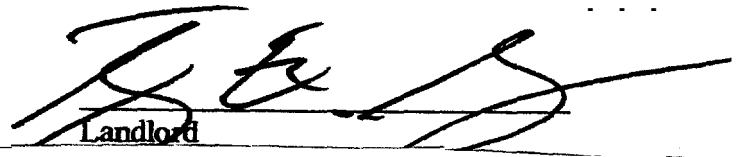
<sup>2/10/06</sup>  
F-A **23. DEPOSIT.** The Landlord acknowledges receipt from the Tenant of a security deposit of ~~\$1,000.00~~<sup>2,000</sup>. At the end of the lease terms the deposit will be returned to Tenant provided the premises are left "broom clean" and provided Tenant has not been in default of this Lease.

**24 DEFINITION.** The terms "Landlord" and "Tenant" as used herein shall include their respective successors, assigns, agents and servants, where the context so admits.

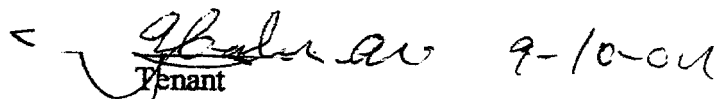
**IN WITNESS WHEREOF,** The Landlord and Tenant have caused this Lease to be executed in duplicate on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In The Presence Of:

\_\_\_\_\_

  
Landlord

  
\_\_\_\_\_

 9-10-04  
Tenant

1/4

Fadumo Ali  
30 Washington Ave.  
Portland, ME 04101  
(207) 329-7882

July 13, 2006

Marge Schmuckal  
Zoning Administrator  
Room 315  
389 Congress Street  
Portland, ME 04101

Dear Ms. Schmuckal,

I am writing in response to your letter regarding my application to change the use of the property at 30 Washington Avenue. I have included a copy of your letter. I would like to clarify a few of the concerns that you expressed. You mentioned that my submittal showed no off-street parking. However, there are 3 off-street parking spaces behind the property. The landlord of the building ~~was~~ unable to give me a floor plan showing those parking spaces and that is why they weren't included in my submittal.

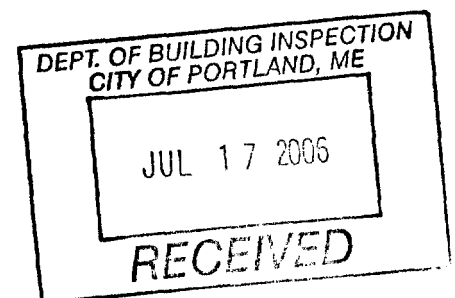
There is also confusion regarding the 20' x 30' addition in the rear of the building. This addition already exists. It ~~was~~ built approximately 2 years ago. The previous tenant used this space as a retail space (grocery store). Therefore, building this addition is not part of my permit request because it is already part of the property.

I also believe that my plumbing contractors came to you to request a permit for the retail store area to change the sinks in order to comply with the city code. They ~~were~~ denied because you thought that I don't have an overall building permit. However, even if the restaurant is denied, we will still be using the building as a grocery store. Therefore, this plumbing is necessary and inevitable to comply with the city code. If you could please permit them to do their plumbing work, I would very much appreciate it.

Please let me know if you have any further questions.

Sincerely,

Fadumo Ali







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Lee Urban- Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

2/4

July 3,2006

Fadumo W. Ali  
5 Bayside Terrace  
Portland, ME 04101

RE: 30 Washington Avenue - 013-F-007- B-2b Zone - permit #06-0951

Dear Fadumo W. Ali,

I am in receipt of your permit application to change the use of the property at 30 Washington Avenue from a retail store to a restaurant and a retail store. Your permit is being denied because the new restaurant use requires off-street parking. Your submittal shows no off-street parking, only on-skeet parking. A restaurant use requires 1 parking space for each 150 square feet of restaurant area. You are showing approximately 400 square feet for the restaurant use. Therefore you must show 3 off-street parking spaces. Better interior floor plans must be submitted for this further review.

Your application also indicates that you may want to add a 20' x 30' addition onto the rear of the existing building. This addition is not park of your request. It also appears that the new addition would go over the existing property line. Please clarify if this is part of your permit request. If it is not part of your request, it should not be drawn on your application request to eliminate confusion.

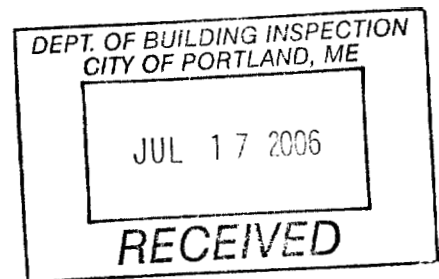
Your permit can not be reviewed any further with out the information that is requested. If you can submit further information within 30 days, we will be able to further analyze your application for compliance without a new application.

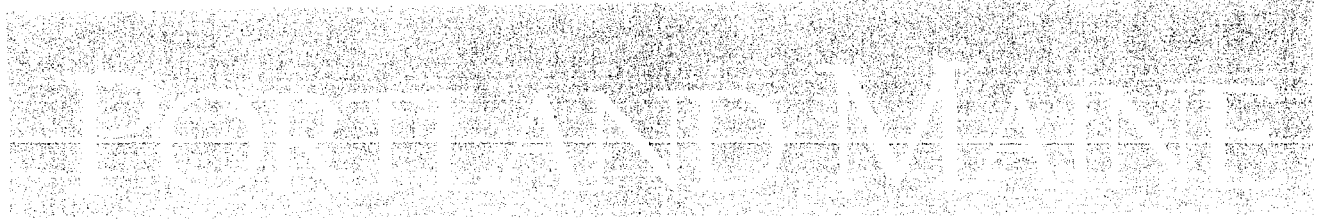
If you have any further questions, please do not hesitate to contact this office.

Very truly yours,

Marge Schmuckal  
Zoning Administrator

Cc: file





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*Lee Urban-Director of Planning and Development  
Marge Schmuckal, Zoning Administrator*

July 13,2006

Fadumo Ali  
30 Washington Avenue  
Portland, ME 04101

**RE:** 30 Washington Avenue – 13-F-007 – B-2b zone – permit #06-0951

Dear Fadumo Ali,

Thank you for your letter dated July 13,2006 concerning your permit application. Thank you for the explanation of the rear addition.

I understand that you were unable to get a plot plan **from** your landlord. However, it is a requirement to show me a complete plot plan including all your off-street parking spaces. Please be aware that a regular parking space **is** 9' x 19'. Your permit will be on hold until I receive this plot plan showing the appropriate parking spaces.

I understand your concern about your plumbing contractors. I will forward your letter to Mike Nugent. He would be the authority to allow you to take out your plumbing permits.

Very truly yours,

A handwritten signature in cursive script that reads "Marge Schmuckal".

Marge Schmuckal  
Zoning Administrator

Cc: file