

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit No. 11042
PERMIT ISSUED
JUN - 6 2002
CITY OF PORTLAND

This is to certify that Dagavarian Helen M &/no contractor / self
has permission to change of use to coffee shop, building counters and shelving
AT 99 Congress St

014 D003001

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 when permission procured before this building or part thereof is altered or 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. -G.M.
Health Dept. _____
Appeal Board _____
Other _____
Department Name


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: 0210421	Issue Date: JUN - 6 2002	CEB: 014 D003001
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Location of Construction: 99 Congress St	Owner Name: Dagavarian Helen M &	Owner Address: 280 Hovey St	Phone: 207-773-3657
Business Name: coffee shop	Contractor Name: no contractor / self	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-1

Past Use: flower shop	Proposed Use: change of use to "coffee shop", 9 seats or less, building counters and shelving	Permit Fee: \$126.00	Cost of Work: \$4,000.00	CEO District: 1
Proposed Project Description: change of use to coffee shop, building counters and shelving <i>No more than 9 seats = to be a retail use</i> <i>if more than 9 seats, a conditional use appeal is required</i>		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: SB BOCA 1999	
		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____

Permit Taken By: jodinea	Date Applied For: 04/26/2002	Zoning Approval	
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 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..	Special Zone or Reviews <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: <i>5/2/02</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <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: _____
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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

02-0421

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>99 Congress Portland, ME 04101</u>		
Total Square Footage of Proposed Structure <u>3000</u> <u>30x10</u>	Square Footage of Lot <u>2407</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>014</u> Block# <u>D</u> Lot# <u>003</u>	Owner: <u>Helen Dagavarian</u>	Telephone:
Lessee/Buyer's Name (If Applicable) <u>CHRISTIAN P. CONNOLLY</u>	Applicant name, address & telephone: <u>83 Vesper St Apt 3 Portland, ME 04101</u>	Cost Of Work: \$ <u>4,000</u> Fee: \$ <u>51⁰⁰</u>
Current use: <u>was flower shop</u>		
If the location is currently vacant, what was prior use: <u>vacant</u>		
Approximately how long has it been vacant: <u>30 days approx</u>		
Proposed use: <u>coffee house</u> " <u>change of use</u> "		
Project description: <u>adding counters per plan, egress will stay same</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>CHRIS CONNOLLY</u> <u>773-3657</u>		
Mailing address: <u>83 VESPER ST. APT 3 PORTLAND, ME 04101</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>773-3657</u> <u>fx call</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.

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: 	Date: <u>04-23-01</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



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 99 Congress St

CBL 014 D003001

Issued to Dagavarian Helen M &/no contractor / self

Date of Issue 10/29/2002

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 02-0421, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Change of Use from flower shop to
Coffee Shop

APPROVED OCCUPANCY

Use Group B Type 5b
(Boca 1999)

Limiting Conditions:

This cover the change of use permit only(permit #02-0421)

This certificate supersedes
certificate issued

Approved:

10/30/02

(Date)

Handwritten initials

Jon Reed
Inspector

Inspector of Buildings
10/30/02

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION: 100 1/2 ST.

Issued to Mark A. Moran (Mark's) Date of Issue 10/20/92

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 2 / 2 5 5 has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below:

PORTION OF BUILDING OR PREMISES APPROVED OCCUPANCY

(to be taken-out)

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

(Date)

Inspector

Note: This certificate is valid only for the purpose stated and does not constitute a warranty or guarantee of any kind. The City of Portland is not responsible for any damage or loss resulting from the use of this certificate.

10/26/02 - Final inspection. Also did a FS inspection. OK
to issue a CB for

001-0401

014-0003

Application ID Number: 2-0421

Department: Zoning

Status: Approved with Conditions

Reviewer: Marge Schmuckal

Comments: 99 Congress St

Approval Date: 05/02/2002

When Due Date: 05/01/2002

OK to Issue Permit Name: Marge Schmuckal Date: 05/02/2002 Date 2:

Conditions Section:

This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Separate permits shall be required for any new signage.

This use is limited to NO MORE THAN NINE (9) SEATS in order to be considered a retail use. If any more than nine seats are present at any one time, the use shall be discontinued. A restaurant use (10 or more seats) requires a conditional use appeal to the Zoning Board of Appeals PRIOR to its commencement.

Create Date: 04/30/2002 By: jodinea Update Date: 05/02/2002 By: mes

Application ID Number: 2-0421

Department: Building

Status: Approved with Conditions

Reviewer: Tammy Munson

Comments:

Approval Date: 06/05/2002

Given On Date: 05/13/2002

OK to Issue Permit Name: Tammy Munson Date: 06/05/2002 Date 2:

Conditions Section:

The trap door in the floor must be removed and a 42" high guardrail system must be installed around the opening to provide protection.

Create Date: 04/30/2002 By: Jodinea Update Date: 06/05/2002 By: tm

May 21, 2002

Mr. Michael Nugent and the code enforcement office,

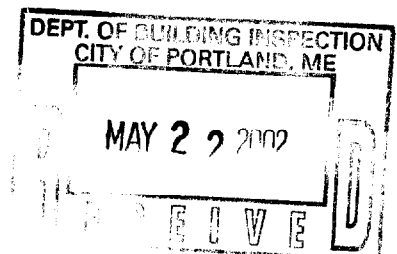
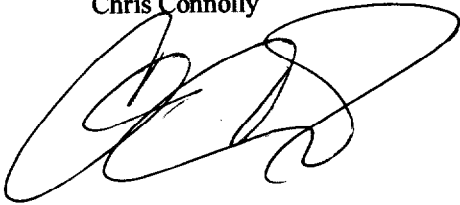
After examining the "trap door" on 99 Congress, I have come up with a solution which will make employees who use the stairwell well aware of its existence, and I have been able to meet the code of having 80 inches of head room for those traveling down the stairwell. In fact, where the counter top overhangs the stairwell, there is 86 inches of clearance.

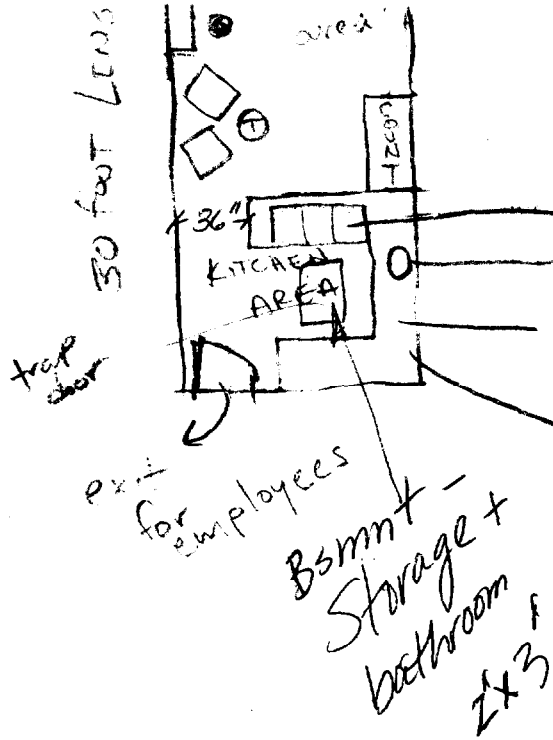
I have included a drawing of the space with measurements.

I am also aware that the risers need to be closed and will have this done as part of my leasehold improvements.

Thank you for your prompt review on this matter.

Sincerely,
Chris Connolly





⊕ = TABLE
 COUNT = COUNTERSPACE
 FOR COFFEE PREP.

under counter 3 bay sink
 HANDSINK.
 counterspace for machines

adding additional elec. outlets
 throughout kitchen area.

exit
 for employees
 Bsmmt -
 Storage +
 bathroom
 2x3

A140-10
R140-04

COMMERCIAL LEASE

This lease is made between *Helen Dagavarian / Deborah Infantejian Trust / Vikran Dagavarian Trust* of *19 Southgate Drive, So. Kiltonbury, Ct. 06073* herein called Lessor, and *Chris Connolly*, of *83 Vespa Street, Portland Maine 04101*, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of *Portland*, County of *Cumberland*, State of *Maine*, described as

99A Congress Street Portland ME, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of *1 year (one)* years, commencing *April 1st, 2002* (year), and terminating on *March 31st 2003* (year), OR sooner as provided herein at the annual rental of *Five thousand + forty dollars* Dollars (\$ *5040.00*), payable in equal installments in advance on the

first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

2. **Use.** Lessee shall use and occupy the premises for *a coffee shop*. The premises shall be used for no other purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services. *All separate from 99 1/2 Congress St. Portland Maine 04101*

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within *one* days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within *seven* days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than *fifteen* days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall deposit with Lessor on the ~~signature of this lease~~ *April 1st, 2002* the sum of *Prepaid* Dollars (\$ *420.00*) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. ~~In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.~~

17. Common Area Expenses. ~~In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.~~

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Option to Renew. ~~Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$. The option shall be exercised by written notice given to Lessor not less than days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.~~

23. Subordination. ~~This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.~~

24. Radon Gas Disclosure. ~~As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present~~

4/20/2002

RE: Change of Use Permit/ Building Permit Application Process

Dear Madams and Sirs of the Change of Use Board,

I am trying to open a coffee house at 99 Congress St., on top of Munjoy Hill. It is my understanding that this address is located in zone B-1, and also that a coffee house of its size is termed to be a retail establishment. Since I will only have enough room in the building for 9 seats or less, I will not be required to provide any parking for my customers. Also, my counters will be constructed of clean-able surfaces, and all of my plumbing and electrical work will be done by licensed contractors. The counters will be constructed with 2X4 wooden construction, 16 inches on center. I will need to add a three well sink (per code), as well as a hand sink (per code). I also will install a waste line for my ice machine and any other machines which require drainage, with the proper air gap catch style drain (per code). Finally, I will take out separate permits for signage.

Enclosed is a packet is all of the other requirements required by the application process.

Thank you,



Chris Connolly

ph. (h) 773-3657

(w) 761-0377

4/20/2002

