

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BU **PERMIT** ION

Permit Number: 090125

This is to certify that ELF WORKS LLC / Ryan Wall

has permission to change of use from Hair salon to restaurant / tenant fit-up

AT 249 CONGRESS ST

CE 021- F021001

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 lath or other work is done-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. <i>CAPT. R. [Signature]</i>	PERMIT ISSUED MAR 17 2009 CITY OF PORTLAND
Health Dept.	
Appeal Board	
Other	

Department Name

[Signature] 3/17/09
 Director - Building & Inspection Services

PERMIT FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

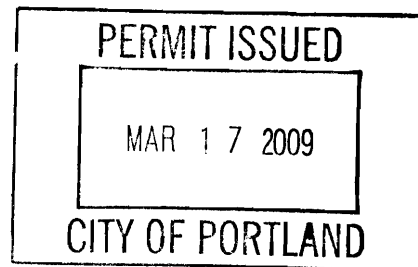
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0125	Issue Date: 3/12/09	CBL: 021 F021001
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Location of Construction: 249 CONGRESS ST	Owner Name: ELF WORKS LLC	Owner Address: 590 SHORE RD	Phone:
Business Name:	Contractor Name: Ryan Wallace	Contractor Address: 74 Munjoy St #1 Portland	Phone 2078071771
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-2b

Past Use: Commercial - Hair Salon	Proposed Use: "Figa" Commercial - Restaurant - change of use from Hair salon to Restaurant w/ tenant -fit-up	Permit Fee: \$295.00	Cost of Work: \$20,000.00	CEO District: 1
Proposed Project Description: change of use from Hair salon to Restaurant w/ tenant -fit-up		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied *See Conditions		INSPECTION: Use Group: B/A Type SB IB (2003)
		Signature: <i>KC</i>		Signature:
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: Ldobson	Date Applied For: 02/17/2009	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. 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"/> <i>OK w/conditions</i> Date: 3/15/09 <i>ARM</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 <i>ARM</i> Date: _____



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

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.
NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

3/17/09

Date

Signature of Inspections Official

Date

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0125	Date Applied For: 02/17/2009	CBL: 021 F021001
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Location of Construction: 249 CONGRESS ST	Owner Name: ELF WORKS LLC	Owner Address: 590 SHORE RD	Phone:
Business Name:	Contractor Name: Ryan Wallace	Contractor Address: 74 Munjoy St #1 Portland	Phone (207) 807-1771
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Restaurant "Figa" - change of use from Hair salon to Restaurant w/ tenant -fit-up	Proposed Project Description: change of use from Hair salon to Restaurant w/ tenant -fit-up
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 03/05/2009

Note: The change of use requires four off street parking spaces. Six spaces are provided behind the building in the lease. **Ok to Issue:**

- 1) Separate permits shall be required for any new signage.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Chris Hanson **Approval Date:** 03/17/2009

Note: **Ok to Issue:**

- 1) New restaurant, lounge or bar must meet the requirements of the City and State Food Codes
- 2) All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
- 3) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 4) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 5) Separate permits are required for any electrical, plumbing, HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 6) Separate Permits shall be required for any new signage.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 03/10/2009

Note: **Ok to Issue:**

- 1) A separate permit will be required for the hood system.
- 2) Emergency lights and exit signs are required
- 3) All construction shall comply with NFPA 101

Comments:

2/19/2009-amachado: Left vcm for Lee. Needs four parking spaces. Plot plan says that there is leased parking at 10 Smith Street. Need more information about the leased parking.

2/19/2009-amachado: Spoke to Lee. Her lease gives her 6 spaces at 10 Smith Street. I told her that we needed a site plan that shows where the parking is located in relation to her building with dimensions.

Location of Construction: 249 CONGRESS ST	Owner Name: ELF WORKS LLC	Owner Address: 590 SHORE RD	Phone:
Business Name:	Contractor Name: Ryan Wallace	Contractor Address: 74 Munjoy St #1 Portland	Phone (207) 807-1771
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

2/20/2009-amachado: Lee dropped off the plan that shows that the parking spaces are 168' from the building. I talked to her and told her that she needed to do a miscellaneous appeal. I faxed her the application.

3/5/2009-amachado: Lee provided new lease which shows six parking spaces on the property to the left behind her building. This property is also owned by Portland Architectural Salvage, Inc.



General Building Permit Application

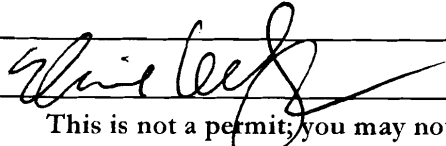
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 249 CONGRESS ST.		
Total Square Footage of Proposed Structure/Area 969 SQ FT WITH BASEMENT SAME SIZE	Square Footage of Lot 1235	Number of Stories 1
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 021 F 021	Applicant * must be owner, Lessee or Buyer* Name LEE FARRINGTON Address 590 SHORE RD. City, State & Zip CAPE ELIZ ME	Telephone: 730.2311
Lessee/DBA (If Applicable) FEB 17 2009	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ 1106.15 20,000. C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) _____ Number of Residential Units <u>1</u> If vacant, what was the previous use? HAIR SALON Proposed Specific use: RESTAURANT Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: INSTALL HOOD SYSTEM FOR KITCHEN, A NEW BATHROOM & A BAR, BANQUET ALONG ONE SIDE OF WALL.		
Contractor's name: RYAN WALLACE Address: 74 MUNJOY ST. #1 City, State & Zip PORTLAND ME 04101 Telephone: 207.807.1771 Who should we contact when the permit is ready: LEE FARRINGTON Telephone: 730.2311 ← Mailing address: 590 SHORE RD. CAPE ELIZABETH ME 04107		

Please submit all of the information outlined on the applicable 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 or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division 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: 

Date: **1/15/2009**

This is not a permit; you may not commence ANY work until the permit is issue

MORTGAGE LOAN INSPECTION

Cumberland Title Company

P.O. Box 4843

Portland, ME 04112

1-207-774-1773

1-207-774-2278 (fax)

Borrower(S): Laura L. Buffi

Lot No.: 249

Street: Congress St.

Town: Portland, ME

Source Deed Bk. 12583 Pg. 177

CL No.: 13801

Job No.: CTC27-60.

Date: 7/25/2000

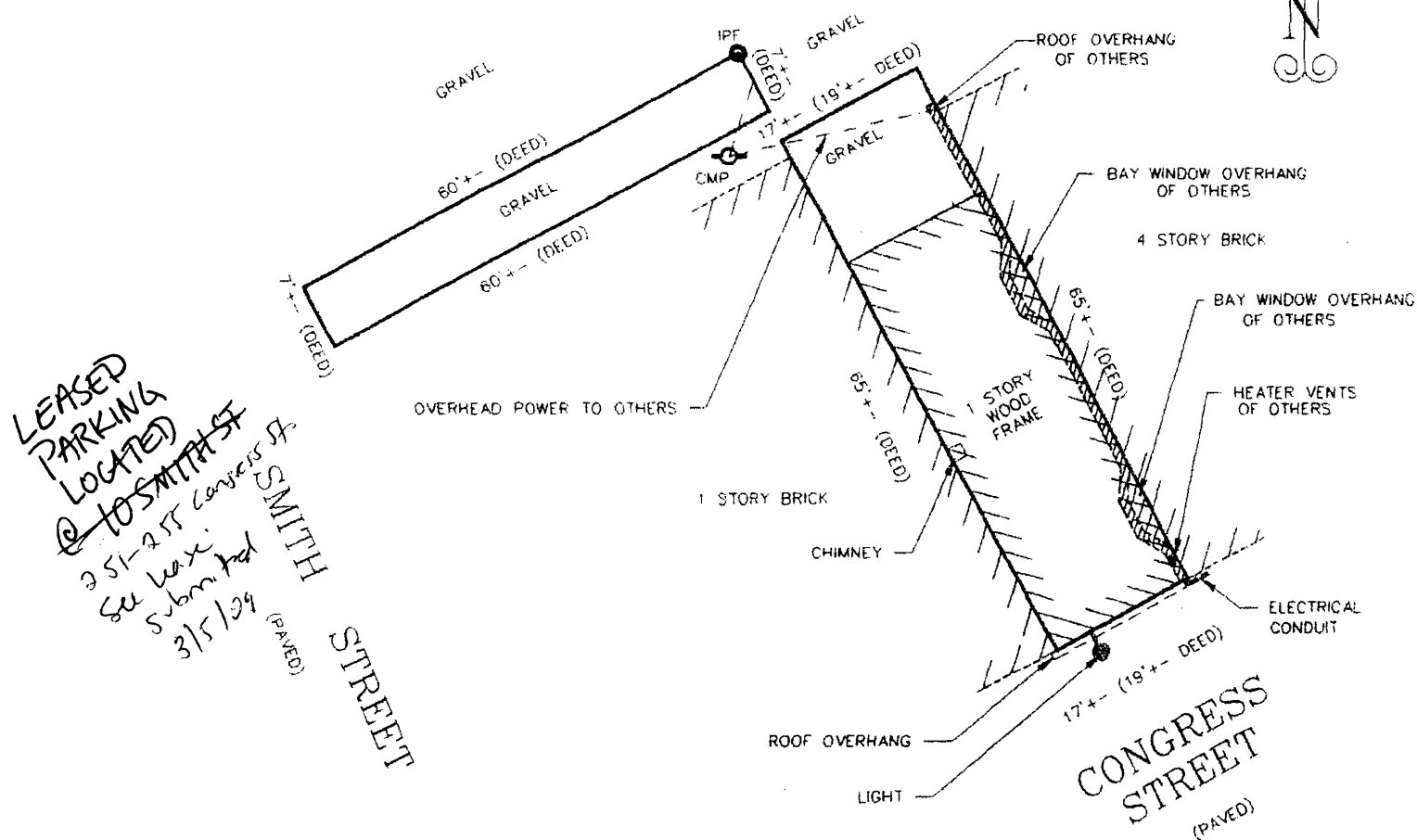
County: Cumberland

Plan Bk. Pg.

Lot(S):

Scale: 1" = 20'

NOTE: A FULL BOUNDARY SURVEY IS RECOMMENDED TO VERIFY BOUNDARY AND ENCROACHMENTS AS SHOWN.



NOTE: THIS IS NOT A BOUNDARY SURVEY. This plan is made for the purposes of determining that the improvements are within the apparent boundary lines. **THE PREPARER IS NOT LIABLE FOR ANY OTHER USE BY ANY OTHER PERSON OR ENTITY.**

CERTIFICATION: I hereby certify to *Peoples Heritage Bank, N. A.* and its mortgage title insurer that based upon inspection made with reasonable certainty, that:

- this plan was made from an inspection of the site.
- there **ARE NO** apparent violations of municipal ordinances regarding building setbacks in effect at time of construction.
- the principal structure(s) located on the premises **ARE NOT** in a flood hazard zone as delineated on the flood maps used by the Federal Emergency Management Agency.

Bruce W. Johnson

COMMERCIAL LEASE

THIS LEASE AGREEMENT is made this 1st day of march, by and between **PORTLAND ARCHITECTURAL SALVAGE, INC.** ("a Maine corporation with a mailing address of 131 Preble Street, Portland, Maine 04101, and Lee Farrington also known as Figa Restaurant with a mailing address of 249 Congress St., Portland Maine 04101. The parties agree as follows:

1. **LEASED PREMISES:** Landlord leases to Tenant the following described premises (the "Leased Premises"): Parking Spaces bearing the street address of 251 253 and 255 Congress Street, in Portland, Cumberland County, Maine, these parking spaces 6 legal spots are The real property on which the Leased Premises are located is owned by Landlord by virtue of *two deeds to Portland Architectural Salvage, one from Philip H. Levinsky, Trustee of the Jacob N. Levinsky Trust and the other from Philip H. Levinsky, Personal Representative of the Estate of Goldie Levinsky, both dated June 11, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12583, Pages 177 and 180, respectively.*

2. **COMMENCEMENT AND TERM:** The term of this lease shall begin on March 1st 2009 and shall continue for a period of 2 year until March 1st 2011 unless renewed or earlier terminated as provided in this Lease.

3. **RENT:** Tenant covenants and agrees to pay to Landlord during the term of this Lease total rent of 200.00 equal monthly installments totaling 2400.00 for year, without holdback or setoff, in advance on the first day of each month during the lease term. If Tenant fails to pay rent when due, Tenant shall pay to Landlord without demand a late fee of five percent (5.0%) of the overdue amount if such amount remains unpaid fifteen (15) days after the due date.

5. **SECURITY DEPOSIT:** A security deposit in the amount of nothing. Security Deposit is in addition to rental payments and shall not be substituted by the Tenant for unpaid rent. The Landlord shall hold the Security Deposit until the end of the lease term, when the Security Deposit may be used by the Landlord to repair damage to the Leased Premises and for the actual costs of unpaid rent and storage and disposal of property abandoned by the Tenant at the Leased Premises. The Security Deposit shall not be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord shall return the entire Security Deposit to the Tenant at the end of the tenancy if:

- (a) The Leased Premises are good condition except for normal wear and tear;
- (b) The Leased Premises are free of damage not caused by the Tenant, its invitees, agents, guests, servants, employees and licensees, and
- (c) The Tenant has not caused the Landlord expenses for storage and disposal of abandoned property.

MAR - 1 2009

If Landlord deducts money from the Security Deposit, the Landlord shall provide Tenant with a list of the expenses for which the Tenant is being charged and return the balance of the Security Deposit. The Landlord shall return the Security Deposit, or the remaining balance, to the Tenant no more than thirty (30) days after the tenancy ends.

6. **RENEWAL OPTION:** Tenant shall have the right, at the expiration of the original term, to renew this Lease for 1 year consecutive renewal terms of \$2400.00 a year each. If Tenant intends to exercise its right to such renewal term(s), it shall provide Landlord written notice of *his/her/its* intention to renew the Lease no less than one (1) month prior to the end of the original or first renewal term of this Lease. Upon the giving of such notice and without any further instrument, lease or agreement, this Lease shall be so renewed, provided, however, that Tenant's renewal notice shall terminate and be of no effect if Tenant is in default of its obligations under this Lease either at the time Tenant exercises its renewal option or at the end of the original or first renewal term of this Lease. The terms and conditions of such renewal term shall be the same as the terms and conditions of the original term, including the monthly rent.

7. **HOLDOVER:** If Tenant continues to occupy the Leased Premises at the completion of the lease term and or/renewal terms as set forth herein, then at Landlord's option such continued occupancy shall be deemed a tenancy-at-will under the terms and conditions stated herein. In such an event, Tenant shall pay to Landlord rent at a rate equal to the rate of rent payable immediately prior to termination of the lease and/or renewal term until Tenant shall vacate the Leased Premises.

8. **INSURANCE:**

(a) **Landlord's Obligations:**

(i) Landlord agrees to maintain during the lease term a policy of insurance insuring the Leased Premises against loss or damage by fire and other perils under extended coverage, in a reasonable amount with such insurance companies as Landlord may choose.

(ii) Landlord shall maintain with respect to the Buildings a general comprehensive public liability insurance policy in a reasonable amount with such insurance companies as Landlord may choose.

(b) **Tenant's Obligations:**

(i) Tenant shall be responsible to insure its property that is kept on the leased premises. Tenant is responsible for glass coverage of space during lease.

(ii) Tenant further agrees to maintain in force during the term of this Lease a policy of public liability and property damage insurance under which Landlord and Tenant are named as insureds, in an amount acceptable to Landlord with such insurance

companies as Tenant may choose.

9. **INDEMNIFICATION AND LIABILITY INSURANCE:** Tenant agrees to indemnify and hold Landlord harmless from and against all liabilities, injuries, claims, losses, or damages to persons, including but not limited to other tenants on the Leased Premises, or property occurring or arising on or about the Leased Premises, during the lease term, which liabilities, losses, or damages arise as a result of Tenant's use, misuse or occupation of the Leased Premises or any part thereof, except to the extent that said liabilities, losses or damages are the result of negligence of Landlord, its agents or employees.

10. **UTILITIES:** During the lease term, Landlord shall pay no costs associated with these 6 parking spaces at leased premises.

11. **REPAIR AND MAINTENANCE:**

(a) Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the lease term, it will keep the Leased Premises neat and clean and maintain the Leased Premises in good order, condition and repair, and in compliance with all federal, state and local statutes, ordinances, rules and regulations currently in effect or hereinafter enacted.

(b) Landlord shall be responsible to maintain in good condition and make necessary repairs to all structural elements of the Leased Premises, interior and exterior, as well as the electrical, heating and plumbing systems of the Leased Premises. Such maintenance and repairs shall be Landlord's sole responsibility and performed at Landlord's sole expense.

(c) Tenant shall be responsible for and perform at its sole expense all repairs necessitated by the actions of Tenant, its invitees, agents, guests, servants, employees and licensees, as well as maintenance and repairs of the interior of the Leased Premises other than the structural and building systems repairs and maintenance that are the Landlord's responsibility, as set forth in paragraph (b) above.

12. **ALTERATIONS, RENOVATIONS AND IMPROVEMENTS:** Tenant shall have the right, upon written consent of Landlord, which consent shall not be unreasonably withheld, to make such alterations, renovations and improvements to the Leased Premises as are necessary or desirable for Tenant's use of the Leased Premises as authorized herein, provided, however, that Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner in compliance with all applicable codes, laws, ordinances and regulations. At the expiration of the lease term, at Landlord's option, all alterations, renovations and improvements other than those items which constitute fixtures and which are removed by Tenant in accordance with paragraph 13 herein, shall either (a) be removed by Tenant, with the Leased Premises restored to the condition prior to installation, or (b) automatically become the property of Landlord

without payment or other reimbursement therefore by Landlord to Tenant.

13. **FIXTURES:** All fixtures erected on and/or attached to the Leased Premises by Tenant may not be removed by Tenant at the termination of this Lease.

14. **SUBLETTING AND ASSIGNMENT:** Tenant shall not be entitled to assign this Lease or to sublet the Leased Premises or any portion thereof without the prior written consent of Landlord.

15. **PARKING:** This is a lease agreement for the 6 spaces at rear 251, 253 and 255 Congresss Street in addition to 6 other spaces located at 10 Smith Street that additional lease was given prior to this one signed March 1st 2009.

16. **SIGN:** Tenant may post a flat sign anywhere on the leased portion and may erect a sign that is acceptable per city standards fro any other.

17. **USE AND BUSINESS OPERATION:** Tenant agrees to use and occupy the Leased Premises for *its* business, which is an art gallery. Such permitted use shall include use of the Leased Premises for *parking for her restaurant located at 249 Congress St.*, and for no other object or purpose without the written consent of Landlord. Tenant further agrees not to use the Leased Premises for any purpose deemed extra hazardous or not covered by insurance in force, without the written consent of Landlord. Tenant shall have access to the building 24 hours per day.

18. **RULES AND REGULATIONS:** Tenant agrees at all times to comply and abide by, and to cause Tenant's invitees, agents, guests, servants, employees and licensees to comply and abide by any reasonable rules and regulations adopted by Landlord and provided to Tenant, which rules and regulations shall be construed as a part of this Lease.

19. **PERMITS AND LICENSES; COMPLIANCE WITH LAWS:** Tenant agrees to maintain in full force and effect, during the lease term, at its cost and expense, any and all federal, state and local permits, licenses and registrations that are necessary for the lawful use of the Leased Premises by Tenant. Tenant further agrees at its expense to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Tenant's use of the Leased Premises.

20. **SUBORDINATION:** Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage hereafter placed upon the Premises by Landlord, provided that such mortgagee agrees to enter into a nondisturbance agreement, and, if required by the mortgagee, Tenant shall agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, not to assert any claim or setoff against such mortgagee for the default of Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent. In the event of acquisition of title to the Buildings or any portion thereof by the

holder of any such mortgage or any other person through foreclosure proceedings or otherwise, Tenant agrees to recognize such holder or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

**NULL AND VOID
COMPLETELY SECTION #20**

21. **TAXES:** Landlord agrees to pay all real estate taxes and assessments, by whomsoever levied or assessed, which may be levied or assessed on the Leased Premises. Tenant agrees to pay and all other taxes and assessments associated with Tenant's use of the Leased Premises.

22. **WAIVER OF SUBROGATION:** Insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Landlord and Tenant agree that with respect to any loss covered by insurance then carried by them, respectively, the party carrying such insurance and suffering that loss releases the other party of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result there from. If an extra premium is payable by Tenant as a result of these provisions, Landlord shall not be liable to reimburse Tenant for any such extra premium.

23. **LANDLORD'S REMEDIES:** If Tenant defaults in the payment of any installment of rent when due and fails to cure such default within fifteen (15) days, or if Tenant defaults in the faithful performance of any other covenant to be performed by Tenant under this Lease and fails to cure such default within fifteen (15) days after Landlord has sent Tenant written notice of default, then Landlord may, at its sole election, enter the Premises and expel Tenant, and remove its effects, and/or notify Tenant that the term of this Lease has terminated, and in either case the term hereof shall terminate upon such entry or the giving of such notice, whichever shall first occur, and Tenant shall thereupon quit and surrender the Premises to Landlord. Landlord shall have the right to recover possession of the Premises in an action for forcible entry and detainer or otherwise with only such notices as are required by law.

24. **NO WAIVER:** No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the applicable party waiving its rights. The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant, condition or rule of this Lease, or, in the case of Landlord, failure to enforce any Rule or Regulation against Tenant or any other tenant, shall not be deemed a waiver of such breach or prevent a subsequent act, which would have originally constituted a breach, from having the effect of any original breach. Landlord's receipt of rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not be deemed a waiver of such breach.

25. **NOTICES:** All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand or by certified mail, postage prepaid, return receipt requested, to the addresses listed in the first paragraph herein. Either party may, by giving notice in writing at the above-listed addresses, substitute persons or addresses other than those listed above to be used for future notices.

26. **INVALIDITY OF PARTICULAR PROVISIONS:** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27. **GOVERNING LAW:** This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time.

28. **INTERPRETATION:** Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.

29. **ENTIRE AGREEMENT, BINDING EFFECT:** All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. All rights, obligations and liabilities contained herein given to, or imposed upon, Landlord and Tenant shall extend to and bind their respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

30. Landlord agrees to give Peter Eiermann and Sara Strvever Keats LL right of first refusal on the space if the building changes hand or is sold as a retail condo.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as an instrument under seal as of the day and year first above-written.

WITNESSE
Portland Architectural Salvage, Inc.
Landlord

By:  3/1/09
Alice Dunn, President


Lee Farrington, Figa

MAR - 5 2009



↘ lease for parking spaces is this area.

Sec. 14-334. To be located on lot with principal use in nonresidential zones; exceptions.

Required off-street parking in all nonresidential zones shall be located on the same lot with the principal building or use, or within one hundred (100) feet measured along lines of public access, except that where off-street parking cannot be provided within these limits, the Board of Appeals may permit such off-street parking to be located a reasonable distance from the principal building or use measured along lines of public access if the premises to be used for parking are held under the same ownership or lease. Evidence of such control, either deed or lease, shall be required. The Planning Board may be substituted for the Board of Appeals only where an applicant is otherwise before the Planning Board for site plan approval.

Whenever any exception to the parking requirements under this section has been finally denied on its merits by either the Zoning Board of Appeals or the Planning Board, a second request for an exception seeking essentially the same relief, whether or not in the same form or on the same theory, shall not be brought before either body within one (1) year of such denial unless, in the opinion of the board before which it was initially brought, substantial new evidence is available or a mistake of law or fact significantly affected the prior denial.

(Code 1968, § 602.14.D; Ord. No. 430-83, § 1, 4-25-83; Ord. No. 94-99, 11-15-99)

FAX



To: Lee Farrington
Fax Number: 767-8111

From: Ann Machado
Fax Number:

Date: 2/23/09

Regarding: miscellaneous appeal for 24A Congress St
Total Number Of Pages Including Cover: 5

Phone Number For Follow-Up: 874-8709

Comments:

Lee - Included in the fax is Miscellaneous Appeal Application, ZBA Meeting Schedule, Application Process for the Zoning Board of Appeals & the section of the ordinance that you are appealing. Call me if you have any questions.

Ann

City Of Portland, Maine
Inspections Division Services
389 Congress St Room 315 Portland Me 04101-3509
Phone: (207) 874-8703 or (207) 874-8693
Fax: (207) 874-8716
<http://www.portlandmaine.gov/>

Ann Machado - Hello

From: Lee Farrington <leefarrington@msn.com>
To: Ann Machado <amachado@portlandmaine.gov>
Date: 3/5/2009 1:10 AM
Subject: Hello

Hi Ann...

I am writing to you in reference to 249 Congress....

I need to speak to you about the parking spots

Alice Dunn has put into writing that I can utilize

to secure this thing without, hopefully, having to

have further delay and going through the appeals

procedure. I don't know if coming in person to discuss

is the best option, so you can see the spots she is letting me use...

which are behind the building on Congress St...

Please let me know your thoughts..

and if you have time for me today, Thursday, name it and I am there.

Thank you,

Lee Farrington

Figa Restaurant

767-8111 home

730-2311 cell

 **EMAILING FOR THE GREATER GOOD**
Join me

CA
SIMPLE
MENU

FIGA

STARTERS

WARM BEET CARPACCIO GOAT CHEESE CAKE, INFUSED TRUFFLE OIL	8
FREEDOM FARM SUMMER GREENS BALSAMIC VINAIGRETTE	7
SEV CRUSTED DIVER SCALLOPS JICAMA PEAR SLAW ROASTED CHILI OIL	11
BABY ARUGULA TOASTED PEPITAS, GREAT HILL BLUE, HONEY LEMON VINAIGRETTE	8
GRILLED SPICED PRAWNS ROASTED CORN BLINI	12
SOPA DEL DIA	6

FIGA

MAINS

TANDOORI SALMON CRANBERRY BRAISED KALE BALSAMIC GLAZE	19
CHICKEN ROULADE GRILLED ASPARAGUS SWEET POTATO GRATIN	19
STEAMED HALIBUT GREEN TEA INFUSED BROTH QUINOA, SNOW PEAS, BOK CHOY	20
WILD BOAR RENDANG FIVE SPICE JASMINE RICE	20
EGGPLANT GREEN CURRY ZUCCHINI, RED PEPPER, CARROT, SWEET POTATO BASMATI RICE	16
BLACK BEAN QUINOA CAKE SAUTÉED SPINACH, FENNEL, ARTICHOKE SPICY CUMIN BEURRE BLANC	14

FIGA


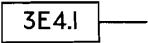
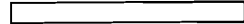

DESSERTS









BRIGADEIRO BRAZILIAN CHOCOLATE	6
CRÈME BRULÉE TRIO ORANGE CARDAMOM, LEMONGRASS, CHOCOLATE ESPRESSO	8
INDIAN INSPIRED RICE PUDDING COCONUT INFUSED RICE WITH CHAROLI, MOLASSES	6
CHOCOLATE SOUFFLÉ RASPBERRY MINT TEA SORBET	8
HOUSE MADE SORBET	6
HOUSE MADE ICE CREAM	6

FIGA

FIGA RESTAURANT
OWNER: LEE FARRINGTON
249 CONGRESS ST.
PORTLAND, ME 04101
207-730-2311
FIGARESTAURANT.COM

LEGEND:

	NEW WALL
	WALL TYPE; SEE A4
	EXISTING WALL
	DOOR NUMBER

	EXIT SIGN
	CEILING FIXTURE
	WALL MOUNT LIGHT
	SMOKE DETECTOR
	DUPLEX RECEPTACLE
	QUAD RECEPTACLE
	220 RECEPTACLE
	SWITCH

ABBREVIATIONS:

ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
C	CENTER LINE
CLR	CLEAR
DN	DOWN
e	EXISTING
EXG	EXISTING
FEC	FIRE EXTINGUISHER
MTL	METAL
O.C.	ON CENTER
TYP	TYPICAL
VIF	VERIFY IN FIELD
WD	WOOD

LIST OF DRAWINGS:

T1	TITLE SHEET
DI	DEMOLITION PLAN
A1	FLOOR PLAN; DOOR SCHEDULE
A2	REFLECTED CEILING PLAN
A3	MECHANICAL, ELECTRICAL & PLUMBING PLAN
A4	SECTIONS AND DETAILS
FSI	FOOD SERVICE EQUIPMENT PLAN AND SCHEDULE

DRAWINGS ARE NOT FOR
CONSTRUCTION PURPOSES

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OWNER: LEE FARRINGTON
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FIGARESTAURANT.COM

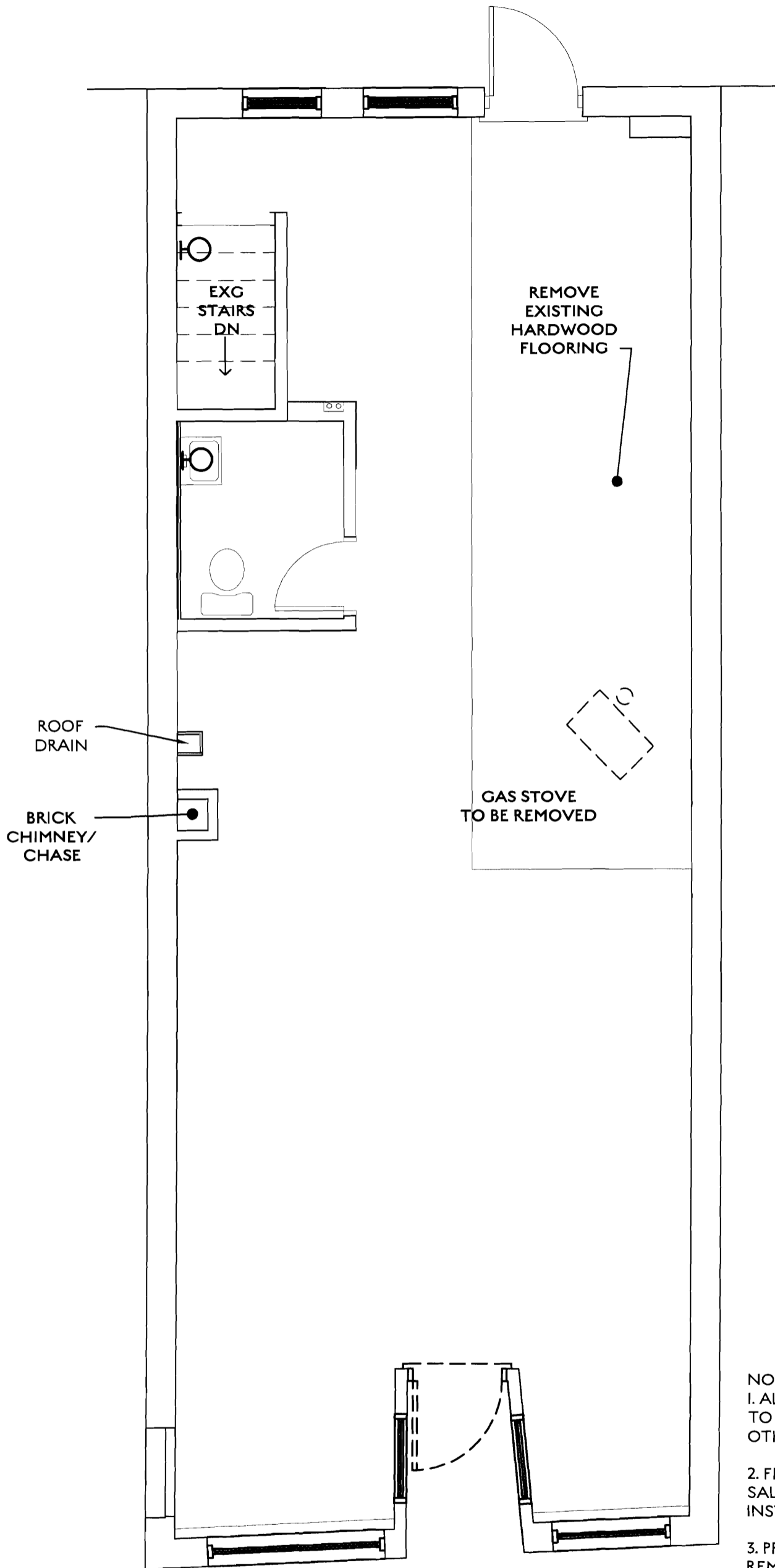
DRAFTING:
AARON KLEIN
406-570-1171
REKLEINER@HOTMAIL.COM

FIGA
PORTLAND, MAINE

TITLE
TITLE SHEET

DATE 08 FEBRUARY, 2009
SCALE 1/4"=1'-0"

SHEET
T1



- NOTES:
1. ALL SWITCHES & OUTLETS TO REMAIN UNLESS NOTED OTHERWISE.
 2. FRONT DOOR & FRAME TO BE SALVAGED, MODIFIED, AND INSTALLED TO SWING INWARD.
 3. PROTECT ALL SURFACES TO REMAIN DURING CONSTRUCTION.

DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES

FIGA RESTAURANT
 OWNER: LEE FARRINGTON
 249 CONGRESS ST.
 PORTLAND, ME 04101
 207-730-2311
 FIGARESTAURANT.COM

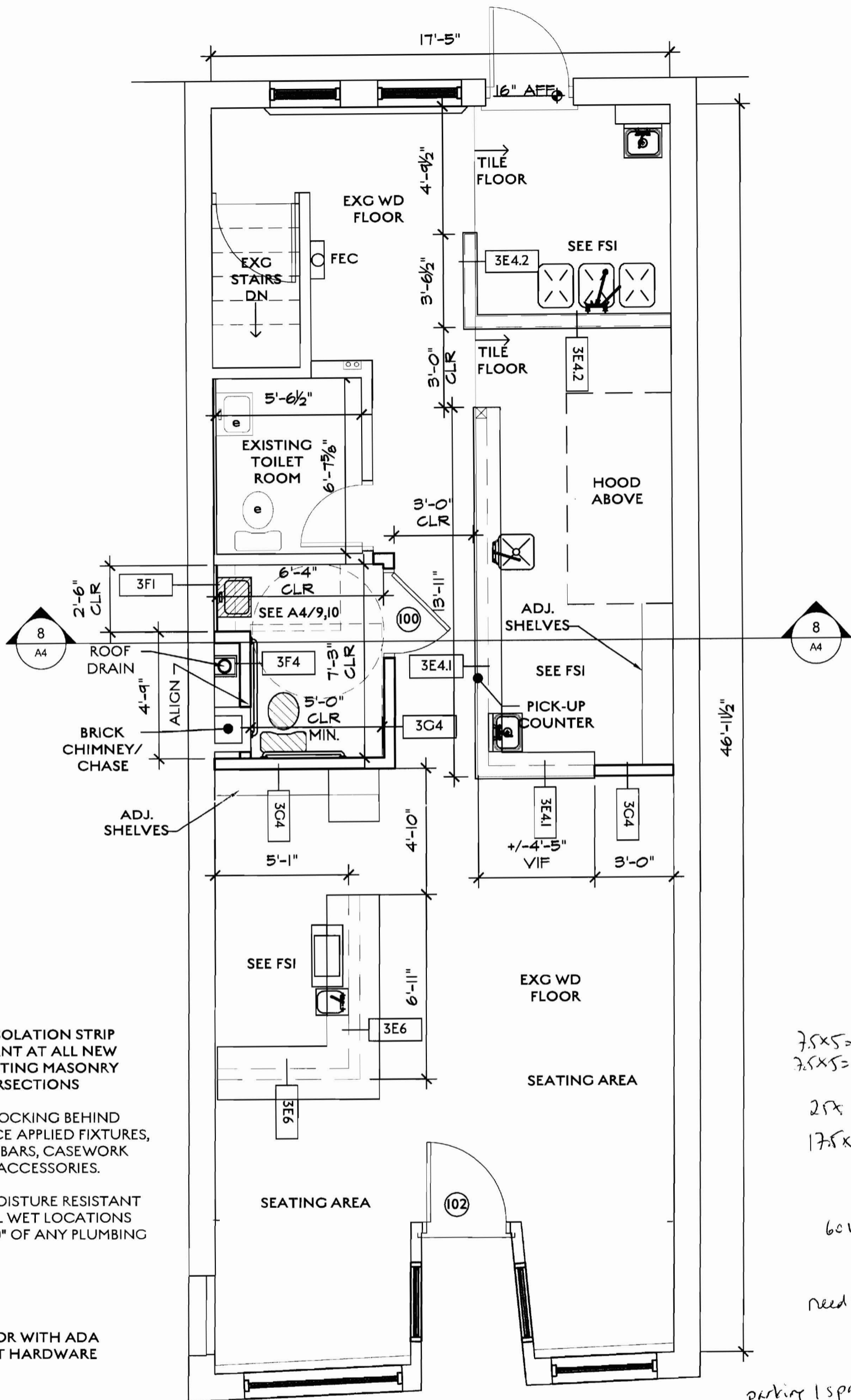
DRAFTING:
 AARON KLEIN
 406-570-1171
 REKLEINER@HOTMAIL.COM

FIGA
 PORTLAND, MAINE

TITLE
 DEMOLITION PLAN

DATE 08 FEBRUARY, 2009
 SCALE 1/4"=1'-0"

SHEET
 D1



NOTE:
 -PROVIDE ISOLATION STRIP AND SEALANT AT ALL NEW WALL/ EXISTING MASONRY WALL INTERSECTIONS
 -INSTALL BLOCKING BEHIND ALL SURFACE APPLIED FIXTURES, TRIM, GRAB BARS, CASEWORK AND MISC. ACCESSORIES.
 -INSTALL MOISTURE RESISTANT GWB AT ALL WET LOCATIONS WITHIN 8'-0" OF ANY PLUMBING FIXTURE.

DOOR 100:
 3'-0" X 6'-8"
 WOOD DOOR WITH ADA COMPLIANT HARDWARE

DOOR 102:
 3'-0" X 6'-8"
 EXISTING FULL LITE DOOR AND FRAME TO BE MODIFIED OR REPLACED TO SWING INWARD; WITH ADA COMPLIANT HARDWARE

$7.5 \times 5 = 37.5$
 $7.5 \times 5 = 37.5$
 $2.5 \times 9.5 = 23.75$
 $17.5 \times 16.5 = 288.75$

 601.25
 $601.25 \div 150 = 4$
 need 4 parking spaces.

parking 1 space for each 150 #

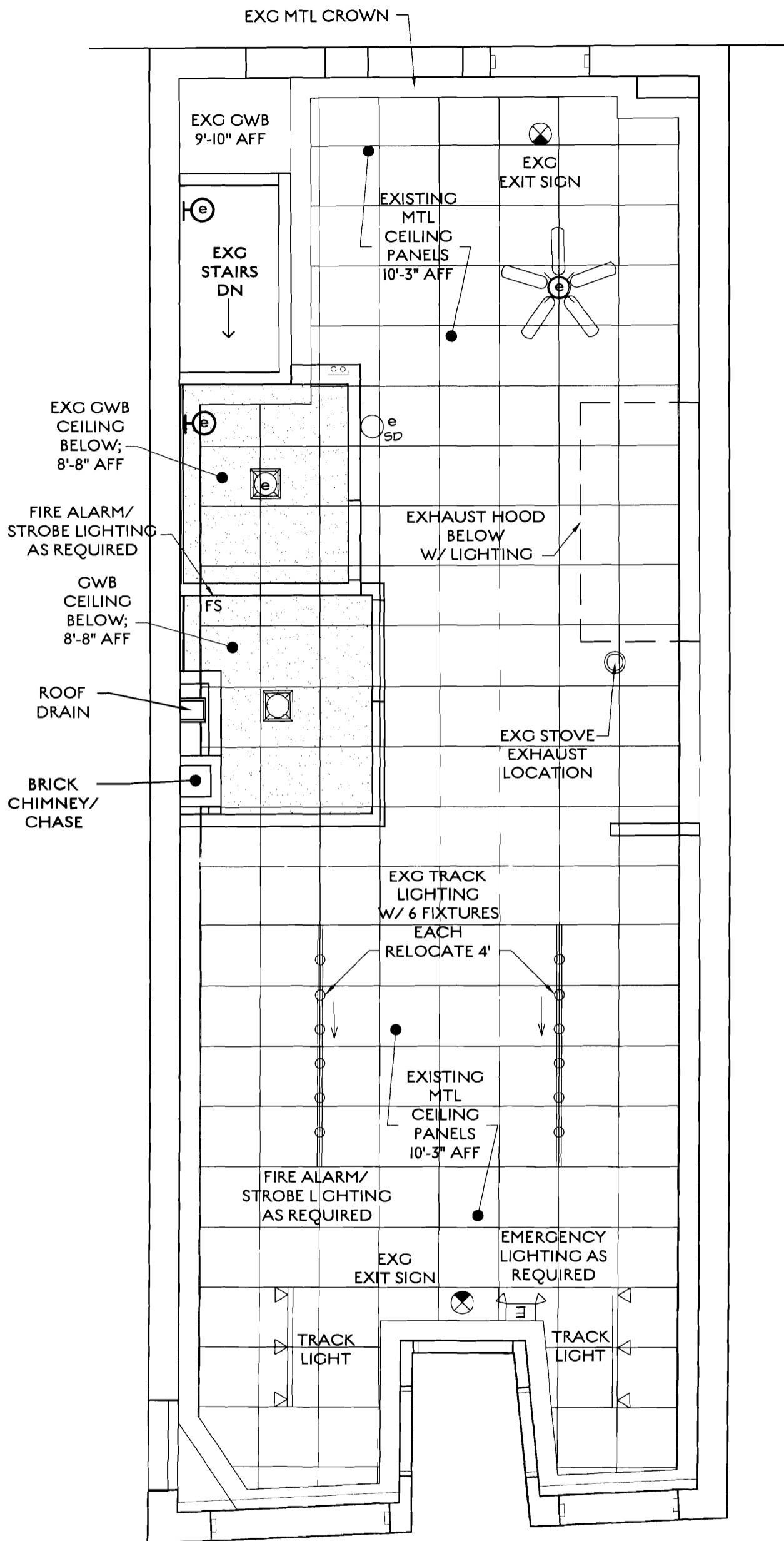
DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES

FIGA RESTAURANT
 OWNER: LEE FARRINGTON
 249 CONGRESS ST.
 PORTLAND, ME 04101
 207-730-2311
 FIGARESTAURANT.COM

DRAFTING:
 AARON KLEIN
 406-570-1171
 REKLEINER@HOTMAIL.COM

FIGA PORTLAND, MAINE		SHEET
TITLE FLOOR PLAN		A1
DATE 08 FEBRUARY, 2009		
SCALE 1/4"=1'-0"		

Feb 10, 2009 - 5:53pm



DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES

FIGA RESTAURANT
 OWNER: LEE FARRINGTON
 249 CONGRESS ST.
 PORTLAND, ME 04101
 207-730-2311
 FIGARESTAURANT.COM

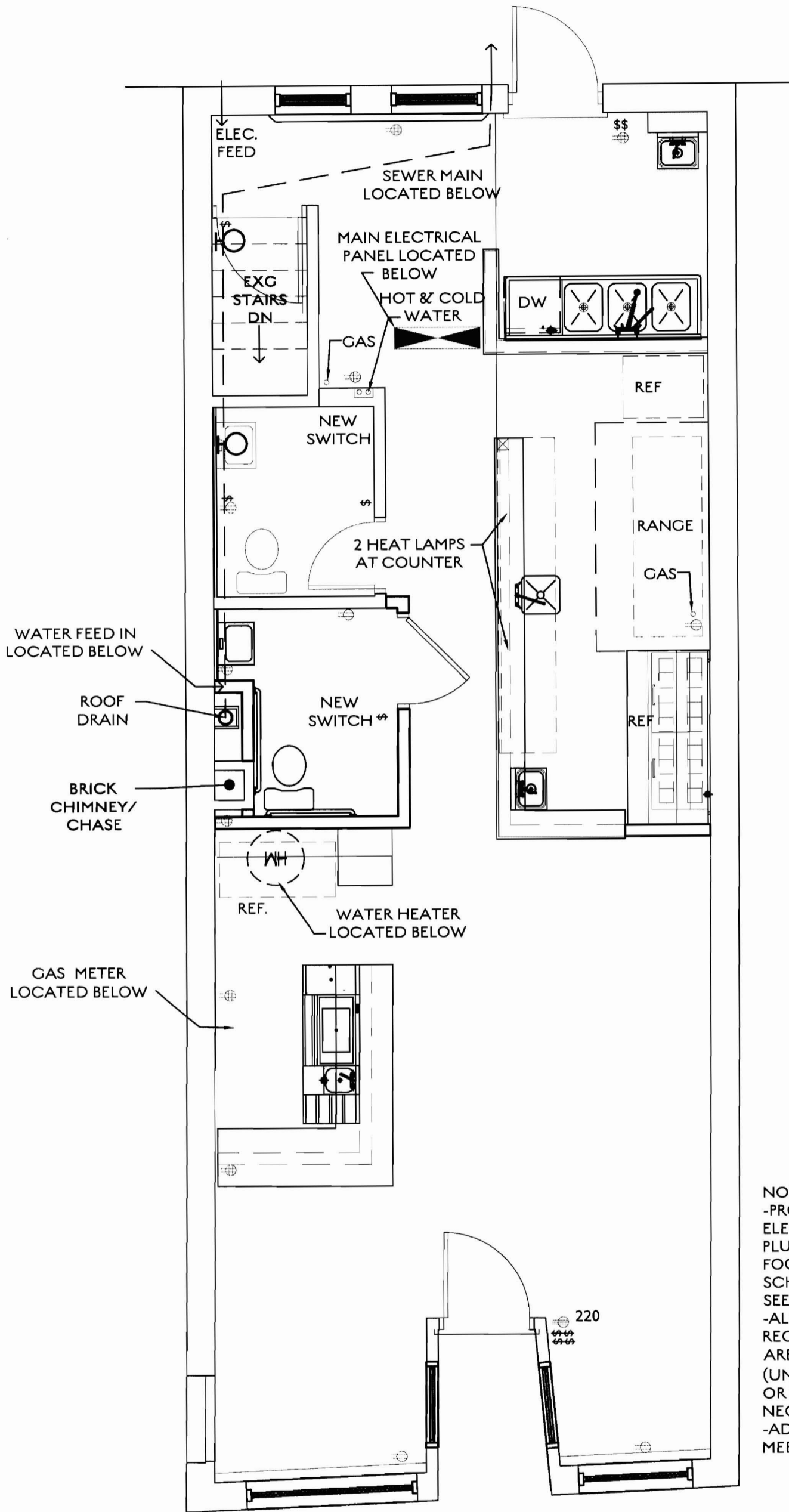
DRAFTING:
 AARON KLEIN
 406-570-1171
 REKLEINER@HOTMAIL.COM

FIGA
 PORTLAND, MAINE

TITLE
 REFLECTED PLAN

DATE 08 FEBRUARY, 2009
 SCALE 1/4"=1'-0"

SHEET
 A2



NOTE:
 -PROVIDE MECHANICAL, ELECTRICAL AND PLUMBING AS SHOWN ON FOOD SERVICE PLAN AND SCHEDULE; AS NECESSARY; SEE FSI
 -ALL SWITCHES AND RECEPTACLES SHOWN ARE EXISTING TO REMAIN (UNLESS OTHERWISE NOTED) OR TO BE MODIFIED AS NECESSARY
 -ADDITIONAL ELECTRICAL TO MEET CODE REQUIREMENTS

DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES

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 OWNER: LEE FARRINGTON
 249 CONGRESS ST.
 PORTLAND, ME 04101
 207-730-2311
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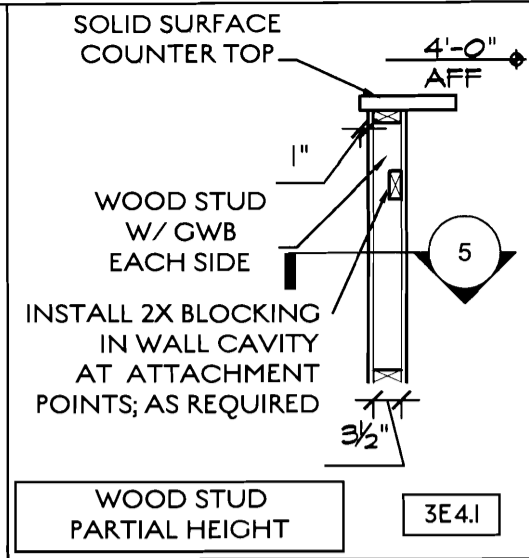
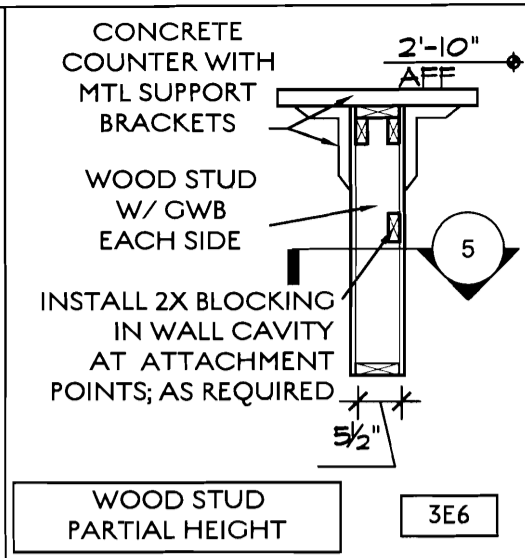
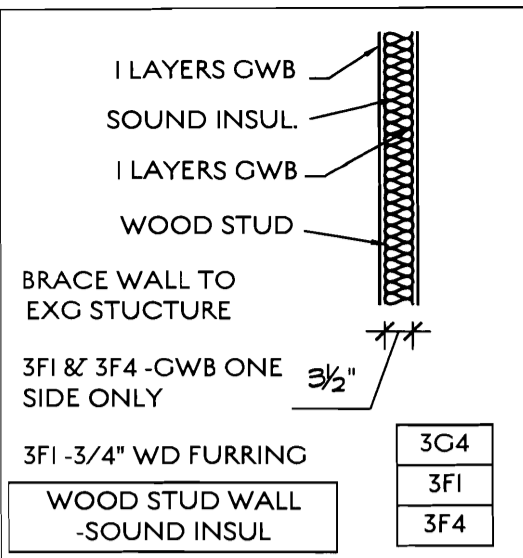
DRAFTING:
 AARON KLEIN
 406-570-1171
 REKLEINER@HOTMAIL.COM

FIGA
 PORTLAND, MAINE

TITLE
 ELECTRICAL, AND PLUMBING

DATE 08 FEBRUARY, 2009
 SCALE 1/4"=1'-0"

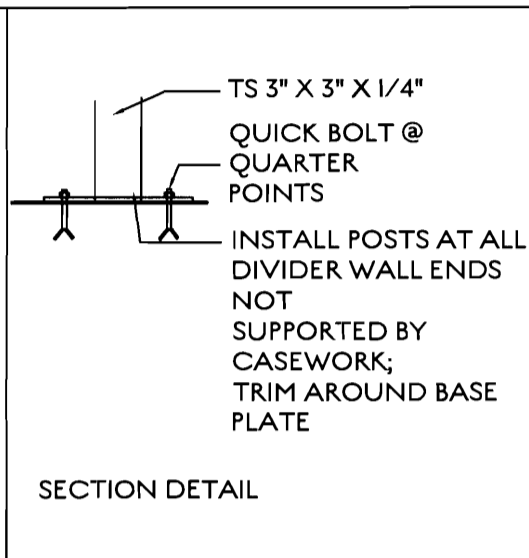
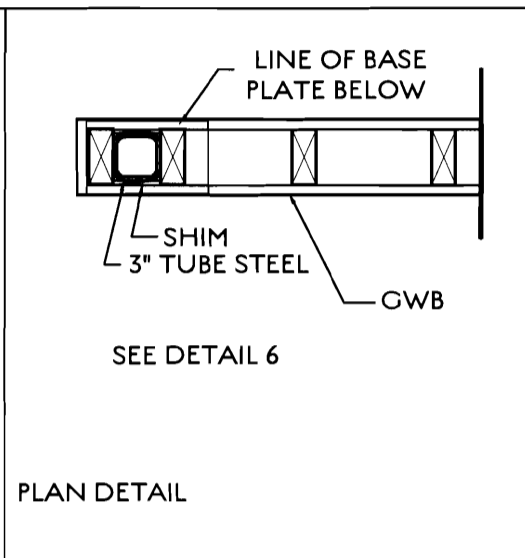
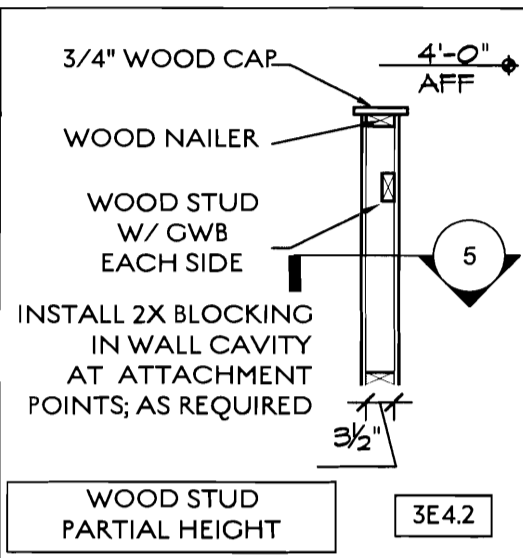
SHEET
 A3



1

2

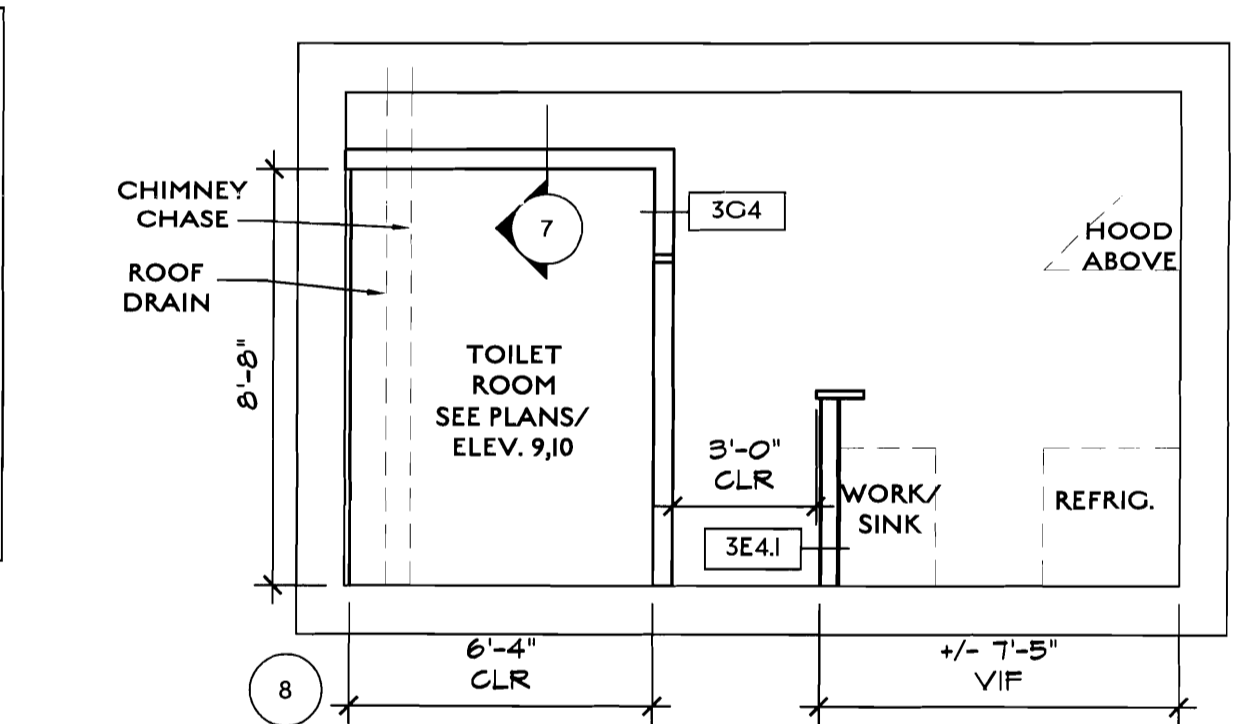
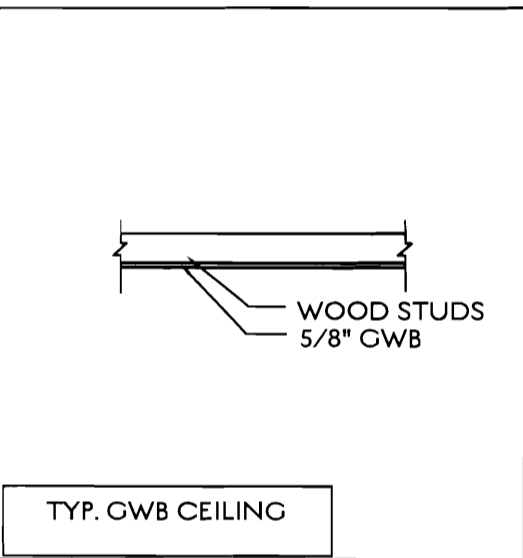
3



4

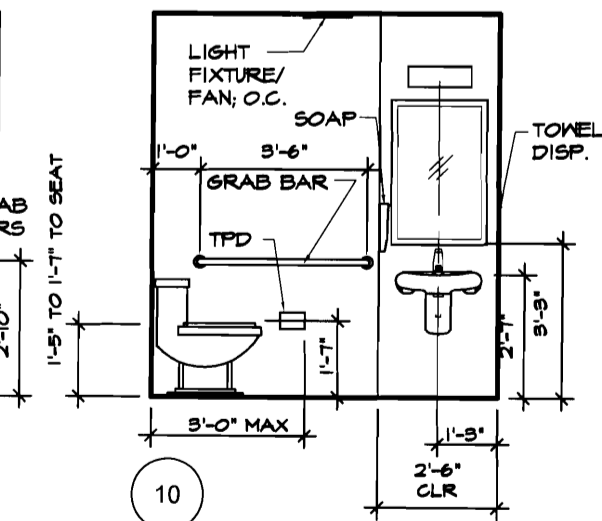
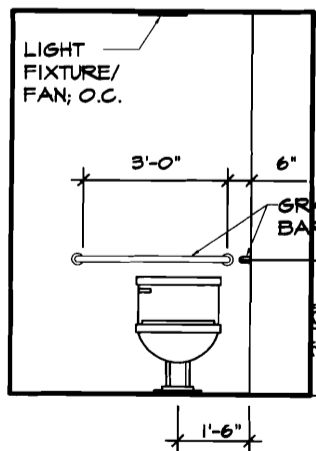
5

6



7

8



9

10

DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES

FIGA RESTAURANT
OWNER: LEE FARRINGTON
249 CONGRESS ST.
PORTLAND, ME 04101
207-730-2311
FIGARESTAURANT.COM

DRAFTING:
AARON KLEIN
406-570-1171
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FIGA
PORTLAND, MAINE

TITLE
SECTIONS AND DETAILS

DATE 08 FEBRUARY, 2009
SCALE 1/4"=1'-0"

SHEET
A4

PLUMBING CONNECTION SCHEDULE

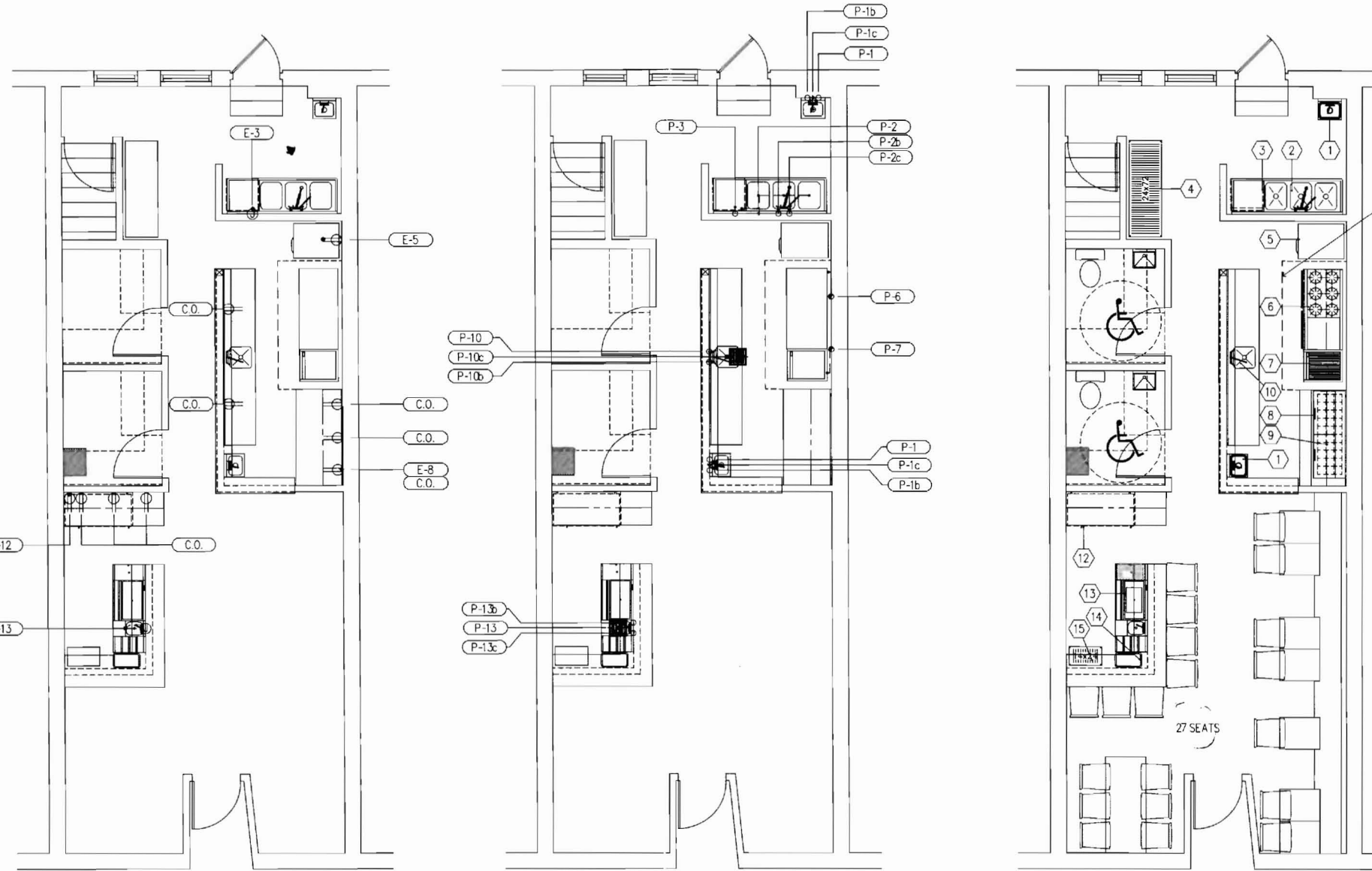
- P-1 1/2" COLD WATER, STUB OUT WALL AT 18"-AFF AND CONNECT AT ITEM 1, HAND SINK.
- P-1b 1/2" HOT WATER, STUB OUT WALL AT 18"-AFF AND CONNECT AT ITEM 1, HAND SINK.
- P-1c 1-1/2" DIRECT WASTE HUB, STUB OUT WALL AT 24"-AFF, CONNECT AT ITEM 1, HAND SINK.
- P-2 2" DIRECT WASTE HUB, STUB OUT WALL AT 8"-AFF, CONNECT AT ITEM 2, SINK, 3-COMPARTMENT; ALSO SERVES ITEMS 3.
- P-2b 1/2" COLD WATER, STUB OUT WALL AT 14"-AFF AND CONNECT AT ITEM 2, SINK, 3-COMPARTMENT.
- P-2c 1/2" HOT WATER, STUB OUT WALL AT 14"-AFF AND CONNECT AT ITEM 2, SINK, 3-COMPARTMENT.
- P-3 3/4" HOT WATER, STUB OUT WALL AT 8"-AFF AND CONNECT AT ITEM 3, DISHWASHER, UNDERCOUNTER.
- P-6 3/4" GAS SUPPLY, 220-MBTUH, STUB OUT WALL AT 36"-AFF AND CONNECT AT ITEM 6, RANGE, MEDIUM DUTY GAS.
- P-7 3/4" GAS SUPPLY, 60-MBTUH, STUB OUT WALL AT 36"-AFF AND CONNECT AT ITEM 7, CHAR-BROILER.
- P-10 1/2" COLD WATER, STUB OUT WALL AT 14"-AFF AND CONNECT AT ITEM 10, WORK TABLE W/SINK.
- P-10b 1/2" HOT WATER, STUB OUT WALL AT 14"-AFF AND CONNECT AT ITEM 10, WORK TABLE W/SINK.
- P-10c FLOOR SINK, HALF-GRATE, 2" INDIRECT WASTE FROM ITEM 10, WORK TABLE W/SINK.
- P-13 FLOOR SINK, HALF-GRATE, 1-1/2" INDIRECT WASTE FROM ITEM 13, UNDERBAR, ALL-IN-ONE WORKSTATION.
- P-13b 1/2" HOT WATER, STUB OUT WALL AT 14"-AFF AND CONNECT AT ITEM 13, UNDERBAR, ALL-IN-ONE WORKSTATION.
- P-13c 1/2" COLD WATER, STUB OUT WALL AT 14"-AFF AND CONNECT AT ITEM 13, UNDERBAR, ALL-IN-ONE WORKSTATION.

ELECTRICAL CONNECTION SCHEDULE

- E-3 208-V, 1-PH SERVICE, 6-KW, 3/4-HP, 36.4 FL AMPS, STUB OUT WALL AT 16"-AFF AND CONNECT AT ITEM 3, DISHWASHER, UNDERCOUNTER.
- E-5 120-V, 1-PH SERVICE, 1/3-HP, 7.6 FL AMPS, DUPLEX ELECTRIC OUTLET AT 7'-0"-AFF FOR SERVICE TO ITEM 5, REFRIGERATOR, 1-SECTION.
- E-8 120-V, 1-PH SERVICE, 1/2-HP, 10.3 FL AMPS, DUPLEX ELECTRIC OUTLET AT 16"-AFF FOR SERVICE TO ITEM 8, REFRIGERATED SANDWICH UNIT.
- E-12 120-V, 1-PH SERVICE, 1/3-HP, 7.6 FL AMPS, DUPLEX ELECTRIC OUTLET AT 16"-AFF FOR SERVICE TO ITEM 12, BACK BAR COOLER.
- E-13 120-V, 1-PH SERVICE, 15 FL AMPS, STUB OUT WALL AT 12"-AFF AND CONNECT AT ITEM 13, UNDERBAR, ALL-IN-ONE WORKSTATION.
- C.O. 120-V, 1-PH SERVICE, 15.0 FL AMPS, DUPLEX ELECTRIC OUTLET AT 50"-AFF FOR SERVICE TO CONVENIENCE OUTLET.

LEGEND - ELECTRICAL CONNECTIONS

- DUPLEX RECEPT., 20-AMP, 120-VOLT, GROUND TYPE, HORIZONTAL MOUNT
- SIMPLEX RECEPT., 20-AMP, 120-VOLT, GROUND TYPE, HORIZONTAL MOUNT
- SPECIAL PURPOSE OUTLET, 120-VOLT, GROUND TYPE, HORIZONTAL MOUNT
- SPECIAL PURPOSE OUTLET, 208/240-VOLT AS INDICATED, GROUND TYPE, HORIZONTAL MOUNT
- JUNCTION BOX
- ELECTRICAL CONDUIT, STUB AS INDICATED FOR DIRECT CONNECTION
- FLOOR/CEILING RECEPTACLE AS INDICATED
- ISOLATED GROUND - FOR POS SYSTEM
- WATERPROOF COVER AT RECEPTACLE
- FIELD WIRING, EXPOSED RIGID WATERTIGHT CONDUIT
- FIELD WIRING, CONCEALED IN WALL, FLOOR, OR CEILING



Electrical Plan

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

Plumbing Plan

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

Floor Plan

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

LEGEND - PLUMBING CONNECTIONS

- HW-HOT WATER, OR CW-COLD WATER
- S-STEAM SUPPLY, OR C-CONDENSATE RETURN
- GAS SUPPLY
- WASTE, DIRECT-CONNECTED UNLESS NOTED "OPEN HUB"
- FLOOR SINK WITH HALF GRATE UNLESS NOTED OTHERWISE
- FLOOR DRAIN
- FLOOR DRAIN W/ATTACHED FUNNEL
- FIELD CONNECTIONS

FOODSERVICE EQUIPMENT SCHEDULE

MK.	QTY	DESCRIPTION	ELECTRICAL			WATER		WASTE		GAS		STEAM		REMARKS					
			FLAMPS	KW	HP	VOLTS	PHASE	DIRECT	PLUG	COLD	HOT	DIRECT	INDIRECT		SIZE	MBTUH	LBS/HR	PSIG	INLET
1	2	HAND SINK						1/2"	1/2"	1-1/2"									
2	1	SINK, 3-COMPARTMENT						1/2"	1/2"	3 @ 2"									
3	1	DISHWASHER, UNDERCOUNTER	36.4	6.0	3/4	208	1	X			3/4"								
4	1	SHELVING UNIT																	
5	1	REFRIGERATOR, 1-SECTION	6.9		1/4	120	1	X											
6	1	RANGE, 6-BURNER, 24"-GRIDDLE									3/4"	220							
7	1	CHAR-BROILER									3/4"	60							
8	1	REFRIGERATED SANDWICH UNIT	10.5		1/2	120	1	X											
9	2	WALL SHELF																	
10	1	WORK TABLE W/SINK							1/2"	1/2"	2"								
11	-	- SPARE NUMBER -																	
12	1	BACK BAR COOLER	7.6		1/3	120	1	X											
13	1	UNDERBAR, ALL-IN-ONE WORKSTATION	15.0			120	1	X	1/2"	1/2"	1-1/2"								
14	1	SLIM-JIM WASTE CONTAINER																	
15	1	SHELVING UNIT, 34"-HIGH, 3-TIER																	

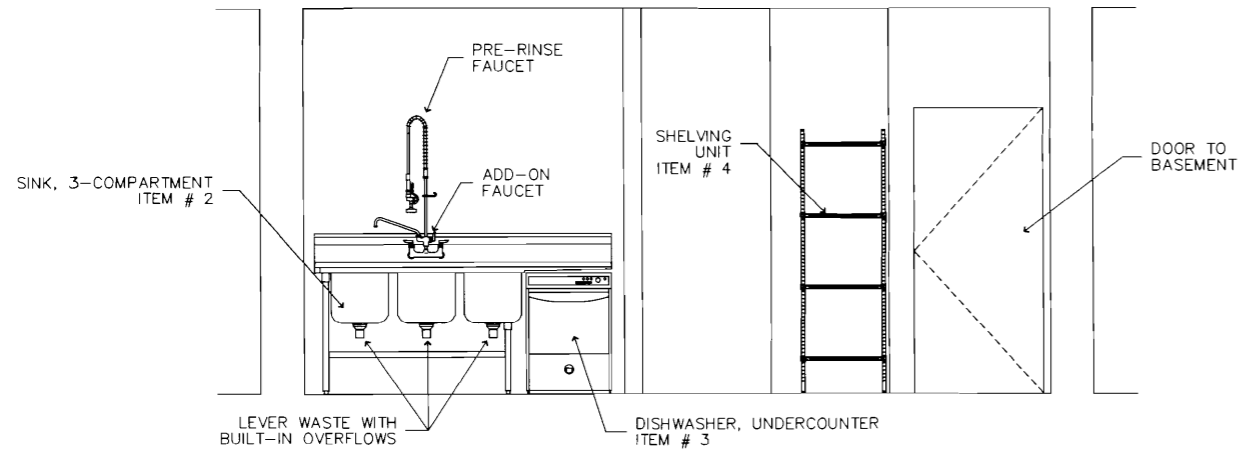
Foodservice Consultant:
TJM Consulting, Inc.
 273 Main Street, Suite 5
 Yarmouth, Maine 04096
 (207) 847-3337 tjmconsulting@maine.tj.com

Owner:
Lee Farrington
 249 Congress Street
 Portland, Maine 04101

Project:
figa restaurant
 249 Congress Street
 Portland, Maine 04101

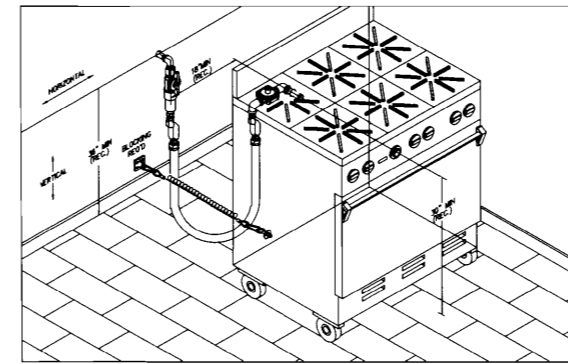
Drawing: **Foodservice Equipment Plan and Schedule**
 Scale: 1/4"=1'-0"
 Date: Feb. 10, 2009

Revisions:
FS-1



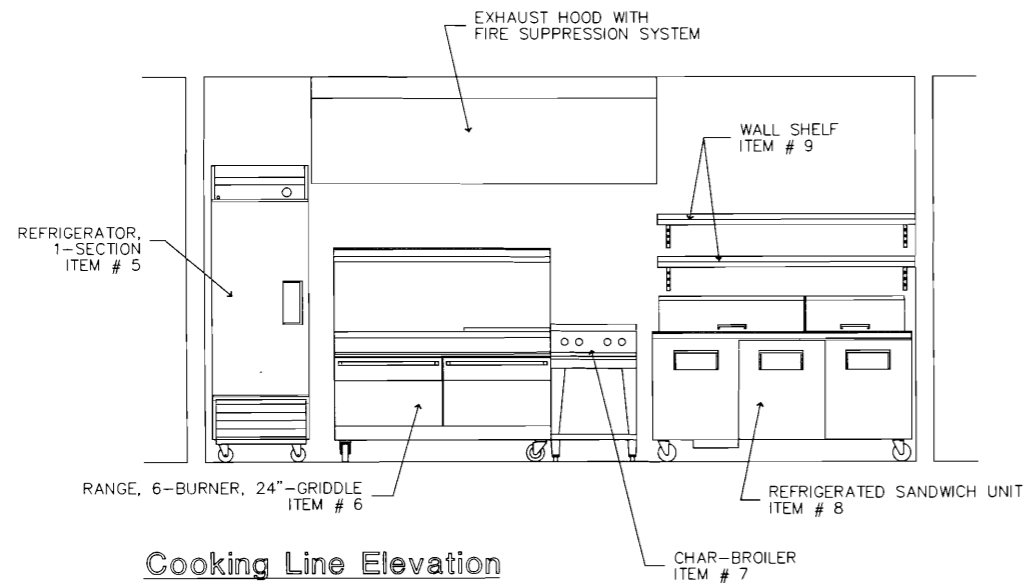
Dishwash Area Elevation

SCALE: 1/2"=1'-0"



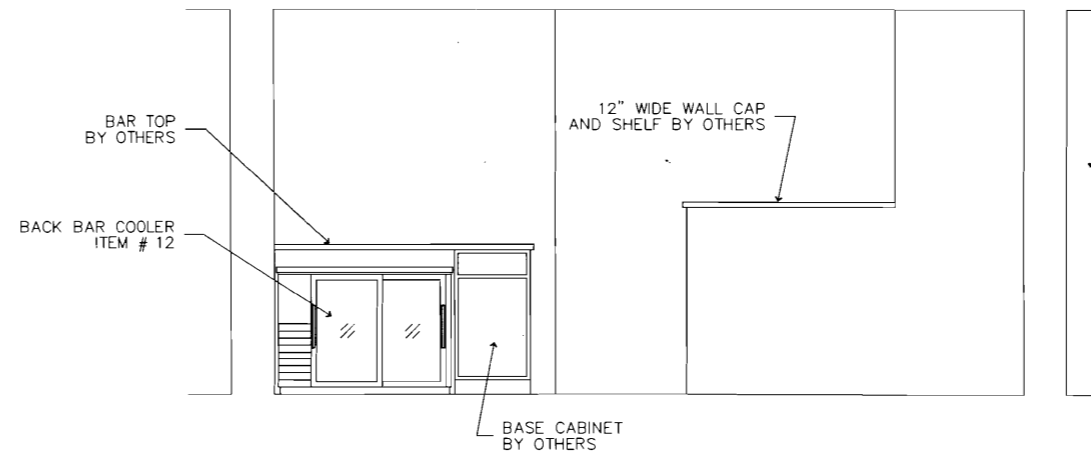
FLEXIBLE GAS CONNECTION DETAIL

SCALE: NONE



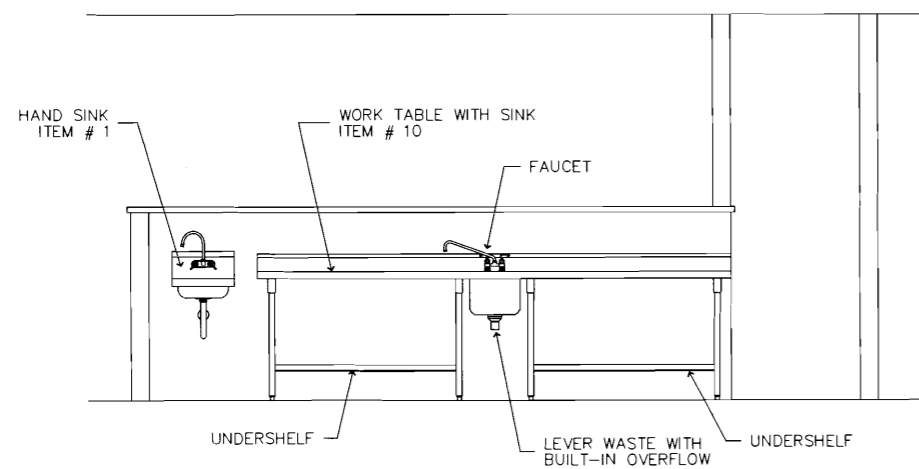
Cooking Line Elevation

SCALE: 1/2"=1'-0"



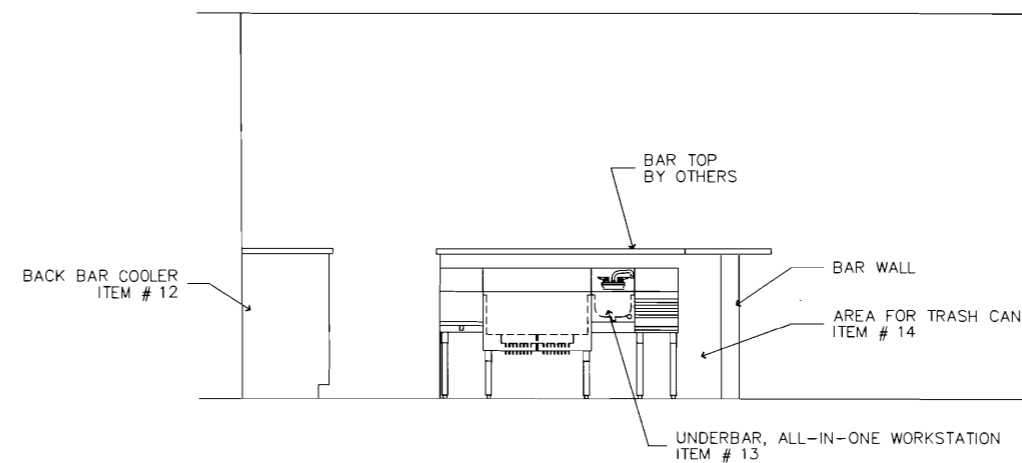
Back Bar Cooler Wall Elevation

SCALE: 1/2"=1'-0"



Cook's Prep Area Elevation

SCALE: 1/2"=1'-0"



Underbar Equipment Elevation

SCALE: 1/2"=1'-0"

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273 Main Street, Suite 5
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Owner:
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249 Congress Street
Portland, Maine 04101

Project:
figa restaurant
249 Congress Street
Portland, Maine 04101

Drawing: **Foodservice Equipment
Details and Elevations**

Revisions:

Scale: 1/4"=1'-0"
Date: Feb. 10, 2009

SHEET:

FS-2