

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 2013-00388	Issue Date:	CBL: 022 L017001
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Location of Construction: 147 CUMBERLAND AVE	Owner Name: BAILEY LLOYD H JR	Owner Address: 429 SLIGO RD YARMOUTH, ME 04096	Phone:
Business Name: Union Bagel Co.	Contractor Name: self (lessee)	Contractor Address: 147 Cumberland Avenue Portland ME	Phone (207) 650-0798
Lessee/Buyer's Name Toby Alves	Phone: (207) 650-0798	Permit Type: Alterations - Commercial	Zone: R6
Past Use: Retail Pastry Bakery	Proposed Use: Same: Retail Bagel Bakery	Permit Fee: \$50.00	Cost of Work: \$3,000.00
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	INSPECTION: Use Group: Type:
Proposed Project Description: Moving and updating space for a retail bakery; addition of health code sink & gas fired kettle.		Signature:	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: bjs	Date Applied For: 02/26/2013	Zoning Approval	
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<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"/>	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	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: <i>2/20/13</i>	Date:	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



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: <u>147 Cumberland Avenue Portland, ME 04101</u>		
Total Square Footage of Proposed Structure/Area <u>390 ft²</u>		Square Footage of Lot <u>N/A</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant * must be owner, Lessee or Buyer* Name <u>Union Bagel Co. LLC</u> Address <u>147 Cumberland AVE.</u> City, State & Zip <u>Portland, ME 04101</u>	Telephone: <u>207-650-0798</u>
Lessee/DBA (If Applicable) <u>Union Bagel Co. LLC</u>	Owner (if different from Applicant) Name <u>LONNIE BADEY</u> Address <u>429 SLIGO RD.</u> City, State & Zip <u>YARMOUTH ME</u>	Cost Of Work: \$ <u>3000.00</u> C of O Fee: \$ _____ Total Fee: \$ <u>50.00</u>
Current legal use (i.e. single family) <u>BAKERY</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>BAKERY</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Moving of Appliances + counter Using existing hood</u> <u>addition of health code approved sink & gas fired kettle</u>		
Contractor's name: _____ Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>Toby Alves</u> <u>207-650-0798</u> Telephone: _____ Mailing address: <u>P.O. Box 7643 Portland ME 04112</u>		

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

RECEIVED
FEB 26 2013

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/inspections 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: Toby Alves Date: 2/26/13

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



Commercial Lease

This Lease is made on February 1, 2013, between Lonnie Bailey,
 Landlord, of 429 Skigo Road, City of
Yarmouth, State of Maine, and
Paul Farrell/Toby ALVES, Tenant, of 101 North St Portland (Paul) 164 Neal St
Union Bagel Co. City of Portland, State of Maine Portland (Toby)

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property: 147 Cumberland Ave Building.

2. The rental payments will be \$ 800.00 per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning on February 1, 2013. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due.

3. The term of this Lease will be from February 1, 2013, until February 1, 2016. If Tenant is in full compliance with all of the terms of this Lease at the expiration of this term, Tenant shall have the option to renew this Lease for an additional term of 3 years, with all terms and conditions of this Lease remaining the same, except that the rent shall be \$ 1000.00. If the Tenant remains as tenant after the expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from either the Tenant or the Landlord, and that the rent shall be \$ 1,200.00.

4. The Tenant has paid the Landlord a security deposit of \$ 800.00. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest.

5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ N/A. This rent deposit will be held as security for the payment of rent by the Tenant. This rent payment deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest.

6. The Tenant agrees to use the property only for the purpose of carrying on the following lawful business:

Preparation and or Distribution of Bagels

7. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating the Tenant's business and that such equipment and fixtures shall remain the property of the Tenant:

unknown at this time. Will inform landlord of any changes

8. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, ~~parking areas~~, landscaping, and building foundation. The Tenant shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.

9. The Tenant agrees to obtain and pay for all necessary utilities for the property.

10. The Tenant agrees not to sub-let the property or assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing 3 days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with 3 days notice and in accordance with state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.

12. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from any liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering all Tenant's business operations in the amount of \$ 1,000,000.00 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel the policies without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.

13. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.

14. This Lease may only be terminated by 90 days written notice from either party, except in the event of a violation of any terms or default of any payments or responsibilities due under this Lease, which are governed by the terms in Paragraph 11 of this Lease.

15. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by Landlord in connection with such action, including any reasonable attorney's fees.

16. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department".

17. The following are additional terms of this Lease:

Must Keep Sidewalk Clean of Snow and Ice on Cumberland Ave and Smith St. per City Ordinance

18. The parties agree that this Lease, including the following attachments:

N/A

is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Maine.

Lonnie Bailey
Signature of Landlord

Paul Farrell
Signature of TenantS

LONNIE BAILLEY
Name of Landlord

PAUL FARRELL
Name of TenantS

Tuesday Jan 29, 2013

It is agreed between both people,
Lonnie Bailey (owner) and Paul Farrell
Tenant (union Bagel Co.) That February
Rent be \$400 and March will be
the first month for full rent of
\$800 for the building at 147
Cumberland Ave Portland ME.

Lonnie Bailey 1/29/2013
Lonnie Bailey owner

Paul Farrell
Paul Farrell Tenant

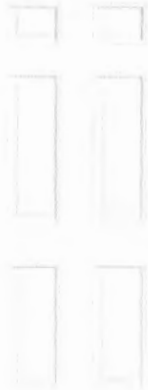
FREE SHIPPING ON OVER 300,000 ITEMS*. NEED IT NOW? BUY ONLINE AND PICK UP IN STORE!



147 Cumberland Ave
Portland, ME 04101

Cart

Tool & Truck Rental



Masonite Fire-Rated 6-Panel Primed Steel Fire Door 90 Minute Rated

Model # 16669 Internet # 100014648

Write The First Review

\$279.00 / EA-Each

Buy Online, Pick Up In Store Today
Check Store Inventory

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Dept. of Building Inspections
City of Portland Maine

PRODUCT DESCRIPTION

Ideal for entry ways, garages or multi-family homes, the Masonite Fire-Rated 6-Panel Primed Steel Fire Door 90 Minute Rated provides... 90-minute neutral pressure fire rating... System includes 2 spring hinges.

- High-quality steel provides strength and security
- Steel fire door features an energy saving polyurethane door core with rot-resistant bottom rail made of high-performance composite materials
- Smooth, primed white surface ready for painting and decorating
- Traditional 6-panel design complements most home styles
- Door unit has 90 minute fire rating
- Hinges, frame, aluminum sill and weather-stripping included
- From outside, opens toward the inside of the home with hinges on the **RIGHT**
- MFG Model #: 16669
- MFG Part #: 16669

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SPECIFICATIONS

Assembled Depth (in.)	4.5 in.	Assembled Height (in.)	82.375 in.
Assembled Width (in.)	35.125 in.	...	No
Commercial	No	Design Pattern	Other
Door Color Family	White	Door Configuration	Single Door

Door Material	Steel	Door Size	32 in. X 80 in.
Door Swing	RH Inswing	Door Thickness (in.)	1.75 in.
Door Type	Exterior Prehung	Door Width (in.)	32
Door color	Primed White	Door height (in.)	80 in.
Finished Opening Width	34 in.	Finished Opening Height	82.75 in.
Frame Material	Steel	Frame color	Primed white
Number of Hinges	3.0	Rough Opening Height	82 in.
Sill Type	Aluminum	Sill finish (apply)	Aluminum

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CUSTOMER REVIEWS

Do you own this product? Be the first to rate it. Your feedback will help users like you to make informed decisions and will help us to improve our product offerings!

If you have questions or comments regarding the customer service you received please [contact us](#).

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MORE INFO

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