

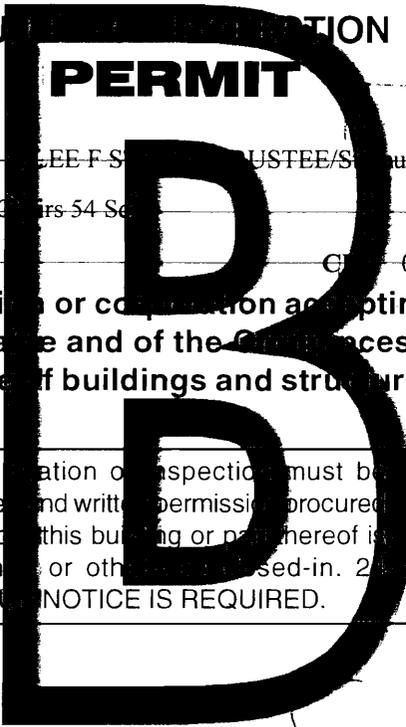
DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 090287

Please Read Application And Notes, If Any, Attached



This is to certify that FITZGIBBONS VIRGINIA S LEE F S TRUSTEE/OWNER
has permission to outside seating 3 tables and 6 Chairs 54 Sq
AT 594 CONGRESS ST City 037 G001001

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 lathes or other work is used-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

[Handwritten Signature]
4/22/09
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: 09-0287	Issue Date:	CBL: 037 G001001
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Location of Construction: 594 CONGRESS ST	Owner Name: FITZGIBBONS VIRGINIA S & LE	Owner Address: 318 KANSAS RD	Phone:
Business Name:	Contractor Name: Starbucks	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Outdoor Seating	Zone: B-3

Past Use: Commercial - Starbucks	Proposed Use: Commercial - Starbucks - outside seating 3 tables and 6 Chairs 54 sq ft	Permit Fee: \$188.00	Cost of Work: \$80.00	CEO District: 1
Proposed Project Description: outside seating 3 tables and 6 Chairs 54 Sq ft		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: <i>V</i> Type: <i>Outdoor Dining</i> <i>City Ordinance</i>	
		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: Ldobson	Date Applied For: 04/07/2009	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"/> Date: <i>4/23/09</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 type="checkbox"/> Not in District or Landmark <input checked="" 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>4/23/09</i>
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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

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-0287	Date Applied For: 04/07/2009	CBL: 037 G001001
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Location of Construction: 594 CONGRESS ST	Owner Name: FITZGIBBONS VIRGINIA S & LE	Owner Address: 318 KANSAS RD	Phone:
Business Name:	Contractor Name: Starbucks	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Outdoor Seating	

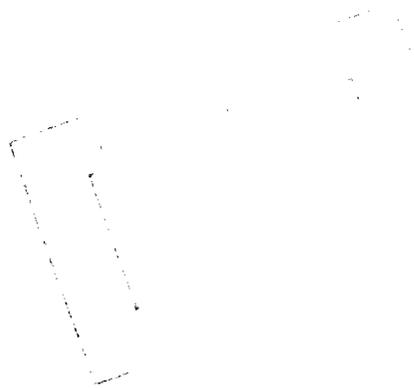
Proposed Use: Commercial - Starbucks - outside seating 3 tables and 6 Chairs 54 sq ft	Proposed Project Description: outside seating 3 tables and 6 Chairs 54 Sq ft
---	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 04/23/2009**Note:** **Ok to Issue:**

- 1) All outdoor seating is subject to adjustment at any time from the City's traffic engineer who ensures that the City sidewalk is open and cleared for pedestrian use.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 04/23/2009**Note:** **Ok to Issue:**

- 1) The outside dining permit is approved for the area delineated at the inspection and stated on the permit, and must be kept on site.
THIS PERMIT MUST BE RENEWED ANNUALLY
- 2) The tables and chairs must not block any means of egress of any building, even during storage.
- 3) This permit approves outside seating only. Any alcohol or entertainment in this space requires licensing approvals from the City Clerk.





090287

Outdoor Dining 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 Outdoor Seating: <u>594 Congress Street Portland, ME</u>		
Total Square Footage of Proposed Seating Area ¹		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>37</u> Block# <u>G</u> Lot# <u>1</u>	Owner: <u>BOB & Virginia FITZGERALD</u>	Telephone: <u>207-647-2448</u>
Lessee/Buyer's Name (If Applicable)	Applicant <u>must be owner or Lessee</u> Name <u>Starbucks Coffee Co.</u> Address <u>594 Congress St.</u> City, State & Zip <u>Portland, ME 04101</u>	Annual Fee: <u>\$80</u> Sq Ft Fee: <u>\$ 54 total sq feet @ #2</u> Total Fee: \$ _____
Current use: <u>Coffee Shop</u>		
Business name: <u>Starbucks Coffee Company</u>		
Seating area dimensions: _____		
How many chairs? <u>6</u> How many tables? <u>3</u>		
City Clerk signature for liquor license approval _____ or Pending Council Date _____		
Who should we contact for the pre-inspection: <u>Stephanie Cushman Erica</u>		
Mailing address: <u>594 Congress Street</u> Phone: <u>207-761-0334</u> <u>761-2797</u>		

Please submit all of the information outlined in the Outdoor Dining 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, 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]

04/03/09

Signature of Applicant

Date

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

¹ In no instance shall the total square footage of dining area equal more than 10% of park space, unless the applicant receives a waiver from the Director of Parks and Recreation or his or her designee.

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MEMORANDUM OF INSURANCE						DATE 05-Nov-2008	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=2061. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE			
INSURED Starbucks Corporation, et al* P O Box 34067 Seattle, Washington 98124-1067 United States				Co.A Zurich American Ins Co			
				Co.B American Guarantee & Liability Ins Co			
				Co.C Zurich Ins Co			
				Co.D American Zurich Ins Co			
COVERAGES							
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A C	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO8378867-08 8828386	01-Oct-2007 01-Oct-2007	01-Oct-2010 01-Oct-2010	GENERAL AGGREGATE	USD 5,000,000	
					PRODUCTS - COMP/OP AGG	USD 2,000,000	
					PERSONAL AND ADV INJURY	USD 3,000,000*	
					EACH OCCURRENCE	USD 3,000,000*	
					FIRE DAMAGE (ANY ONE FIRE)	USD 3,000,000*	
					MED EXP (ANY ONE PERSON)	NOT COVERED	
					AUTOMOBILE LIABILITY		
B	EXCESS LIABILITY UMBRELLA FORM	AUC3781148-06	01-Oct-2008	01-Oct-2009	EACH OCCURRENCE	USD 10,000,000	
					AGGREGATE	USD 10,000,000	
					GARAGE LIABILITY		
A D	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE	WC8378817-09 WC8298255-06	01-Oct-2008 01-Oct-2008	01-Oct-2009 01-Oct-2009	OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
					WORKERS COMP LIMITS	Statutory	
					EL EACH ACCIDENT	USD 1,000,000	
					EL DISEASE - POLICY LIMIT	USD 1,000,000	

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	OFFICERS ARE: INCLUDED				EL DISEASE - EACH EMPLOYEE	USD 1,000,000
A	PROPERTY	PPR2850979-11	01-Oct-2008	01-Oct-2009	PER OCCURRENCE	USD 1,500,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE 05-Nov-2008
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=2061. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<p>PRODUCER Marsh USA Inc. ("Marsh")</p>	<p>INSURED Starbucks Corporation, et al* P O Box 34067 Seattle, Washington 98124-1067 United States</p>	
<p>ADDITIONAL INFORMATION *Coverage also applies for Starbucks doing business as the following: - Seattle's Best Coffee - Torrefazione Italia - Tazo Tea Company - Ethos - Starbucks Coffee Canada, Inc.</p> <p>As respects GENERAL LIABILITY policy numbers GLO8378867-08 and 8828386: Limits shown with asterisk (*) are \$1,000,000 in excess of \$2,000,000 per occurrence self-insured retention.</p> <p>BLANKET NOTICE OF CANCELLATION (Form U-GL-113-B8 CW 04/89): It is hereby agreed that the company will endeavor to send notice of cancellation to entities on file with the company as required by their written contract with the named insured.</p> <p>AUTOMATIC ADDITIONAL INSUREDS (Form U-GL-113-B4 CW 04/89) - Except as more specifically provided below: Any entity the insured is required in a written contract to name as an Additional Insured is an Additional Insured but only with respect to liability arising out of the insured's premises, work for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of the insured's work to the extent set forth below: (1) The limits of insurance provided on behalf of the Additional Insured are not greater than those required by such contract. (2) The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract. (3) All insuring agreements, exclusions and conditions of the policy apply. (4) In no event shall the coverages or limits of insurance in the coverage form be increased by such contract. Subject to policy terms, conditions, and exclusions.</p> <p>ADDITIONAL INSUREDS - MANAGERS OR LESSORS OF PREMISES (Form CG 20 11 01 96): The policy includes as an Additional Insured all managers or lessors of all premises leased by the Named Insured where required by written contract, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to the Named Insured. The insurance does not apply to: (1) Any "occurrence" which takes place after the Named Insured ceases to be a tenant in the leased premises. (2) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured. Subject to policy terms, conditions, and exclusions.</p> <p>ADDITIONAL INSURED MORTGAGEE, ASSIGNEE, OR RECEIVER (Form CG 20 18 11 85): The policy includes as an Additional Insured all mortgagees where required by written contract, but only with</p>		

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Page 3 of 4

respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by the Named Insured. Insurance does not apply to structural alterations, new construction and demolition operations performed by or for the Additional Insured.
Subject to policy terms, conditions, and exclusions.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (Form CG 20 10 07 04):

The policy includes as an Additional Insured any person or organization where required by written contract, but only with respect to liability arising out of the Named Insured's ongoing operations performed for the Additional Insured.
Subject to policy terms, conditions, and exclusions.

ADDITIONAL INSURED - VENDORS (Form CG 20 15 07 04):

The policy includes as an Additional Insured any vendor for whom the Named Insured has agreed to provide such insurance under written contract, but only with respect to "bodily injury" or "property damage" arising out of the Named Insured's products which are distributed or sold in the regular course of the vendor's business.
Subject to policy terms, conditions, and exclusions.

ADDITIONAL INSURED-STATE OR POLITICAL SUBDIVISIONS-PERMITS (Form CG 20 12 07 98):

The policy includes as an Insured any state or political subdivision that requires insurance coverage in order to grant a permit to the Insured. Insurance applies only with respect to operations performed by the Insured or on its behalf for which the state or political subdivision has issued a permit.
Subject to policy terms, conditions, and exclusions.

PRIMARY & NON-CONTRIBUTING WHERE REQUIRED BY CONTRACT (Form U-GL-113-B17 CW 04/89):

The insurance is primary when required by contract or permit, as respects any insurance maintained by any Third Party, and that any such insurance maintained by any Third Party is excess and noncontributory with the Named Insured's insurance policy.

WAIVER OF SUBROGATION (BLANKET) ENDORSEMENT

(Form U-GL-925-B CW 12/01) (WAIVER OF SUBROGATION):

When the Named Insured is required by a written contract or agreement, which is executed before a loss, to waive their rights of recovery from others, the insurance company agrees to waive their rights of recovery. This waiver of rights is not a waiver with respect to any other operations in which the Named Insured has no contractual interest.

As respects WORKERS COMPENSATION:

Policy numbers are as follows:

American Zurich Ins Co: WC8298255-06

Zurich American Ins Co: WC8378817-09

WAIVER OF SUBROGATION (Form WC 00 03 13 04/84):

The Company agrees to waive its rights under subrogation condition where required by written contract executed before loss. The waiver shall not operate to benefit, either directly or indirectly, any other person or organization.

As respects PROPERTY policy number PPR2850979-11:

Policy covers Buildings, Personal Property, and Business Interruption/Rental Income for "All Risks" of Physical Damage or Loss, subject to policy deductibles, terms, conditions and exclusions. Replacement Cost Valuation applies.

Plate Glass and Builders Risk coverage are included.

ADDITIONAL INSURED, LOSS PAYEE, OR MORTGAGEE:

Any party which the Named Insured is contractually required to include as an Additional Insured, Loss Payee, or Mortgagee is granted such status under this policy as such interest may appear. Coverage under the policy applies only to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (Waiver of Subrogation):

In the event of an Covered Causes of Loss or Specified Causes of Loss for which payment is made under the Policy, the Insurer shall have the right, but not the obligation, to seek recovery, on behalf of the Insured or otherwise, to the extent of such payment, from any third parties potentially responsible for all of or part of the loss. However, the Insured may waive their rights against another party in writing:

1. Prior to a loss to Covered Property or Covered Business Income.

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2. After a loss to Covered Property or Covered Business Income only if, at the time of loss, that party is one of the following:

a. Someone insured by the insurance policy;

b. A business firm:

(1) Owned or controlled by the Insured; or

(2) That owns or controls the Insured; or

c. A tenant of the insured.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.



OUTDOOR DINING PERMIT CHECKLIST

Permits are required for expanding food service establishments to the outside on City Property. The annual fee is \$80.00 plus \$2.00 per square foot of dining area on streets, sidewalks or other public ways and \$80.00 plus \$6.00 per square foot of dining area in city parks. For purposes of fee calculation, the area abutting the buildings which border Monument Square and extending ten (10) feet from the facade of said buildings shall be considered a sidewalk. The ten (10) foot area shall be measured from that portion of the facade that protrudes furthest into the sidewalk. The area beyond the ten (10) foot sidewalk shall be considered park space.

Outdoor dining is permitted year round under the permit; however, furniture must be removed in inclement weather to allow for sidewalk snow removal. **The permit must be renewed each year.**

All of the following information is required and must be submitted. You will also be required to fill out an Outdoor Dining Permit Application.

A plot plan is required and must include:

- A drawing of the lot, where the building sits on the lot along with the lot and building dimensions
- The dimensional setback from the sidewalk to the building
- The location of the street, and if it's a corner lot, the intersecting streets
- The sidewalk along with its width and curbing location
- The location of the table and chair placement, including dimensions
(NOTE: there must be a minimum of four feet of open sidewalk from the outer boundary of the seating area to the curb, and a minimum of five feet on corners, and egress from the building must be maintained free of obstruction per the building code and NFPA Life Safety Code).

Additional Requirements:

- The permit holder is required to produce, at the time of submission, and maintain public liability insurance coverage in an amount of not less than four hundred thousand dollars (\$400,000) combined single limit for bodily injury, death and property damage, naming the City as an additional insured thereon.

All permits for outdoor dining are issued subject to the following conditions:

- The tables and chairs must be placed within the permitted area on the sidewalk in such a manner as to allow the free and safe passage of pedestrian traffic. If the tables and chairs are moved and located outside of the permitted outdoor seating area, they must be relocated to within the permitted area. Failure to contain the tables and chairs to the permitted area may result in a reduced permitted area or a revocation of the permit.

- The permit holder is responsible for keeping the outdoor seating area clean. The sidewalk area where the tables and chairs are located must be kept neat and free from litter and debris.
- No food shall be prepared outside.
- If alcohol is to be served, the permit holder must notify the City's Business Licensing Office in room 203 of City Hall or by telephone at 874-8557 and obtain approval for the service of alcohol outdoors. Additionally, State law requires that any outdoor area serving alcohol be segregated from the rest of the public.
- All tables and chairs shall be removed prior to a predicted snowfall and while any snow or ice exists within the designated outdoor seating area or within four feet from the boundaries thereof. The City will not be responsible for damage to any tables, chairs or other property that is not properly removed when the City is engaged in sidewalk maintenance activities.
- The permit holder shall comply with all applicable rules and regulations implemented by the city regarding outdoor dining.

Failure to comply with any of the above conditions will result in revocation or non-renewal of the permit.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged: *Stephanie E. Washman* Date: 04/03/09
 Printed name Stephanie E. Washman
 Establishment Starbucks Coffee Company # 7433
 Location 594 Congress Street
Portland, OR 04101

← FREE STREET

2- Areas outside dining

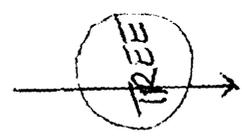
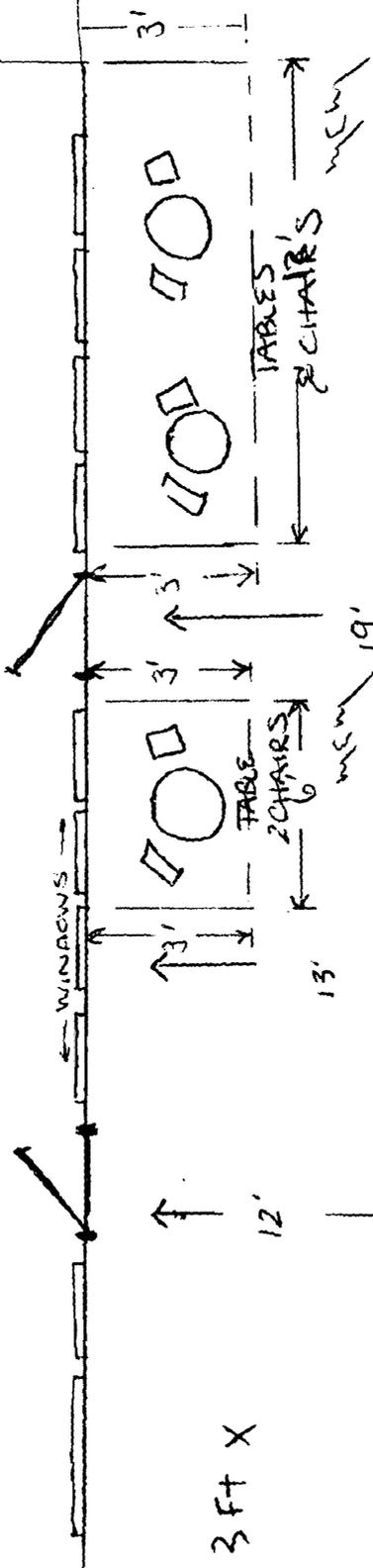
- 1. 3' X 6'
- 2. 3' X 12'

measured and marked
MSM

10 + 26

NO SEATING -
SIDEWALK -

STREET HIGH
↑
←



← CONGRESS STREET →