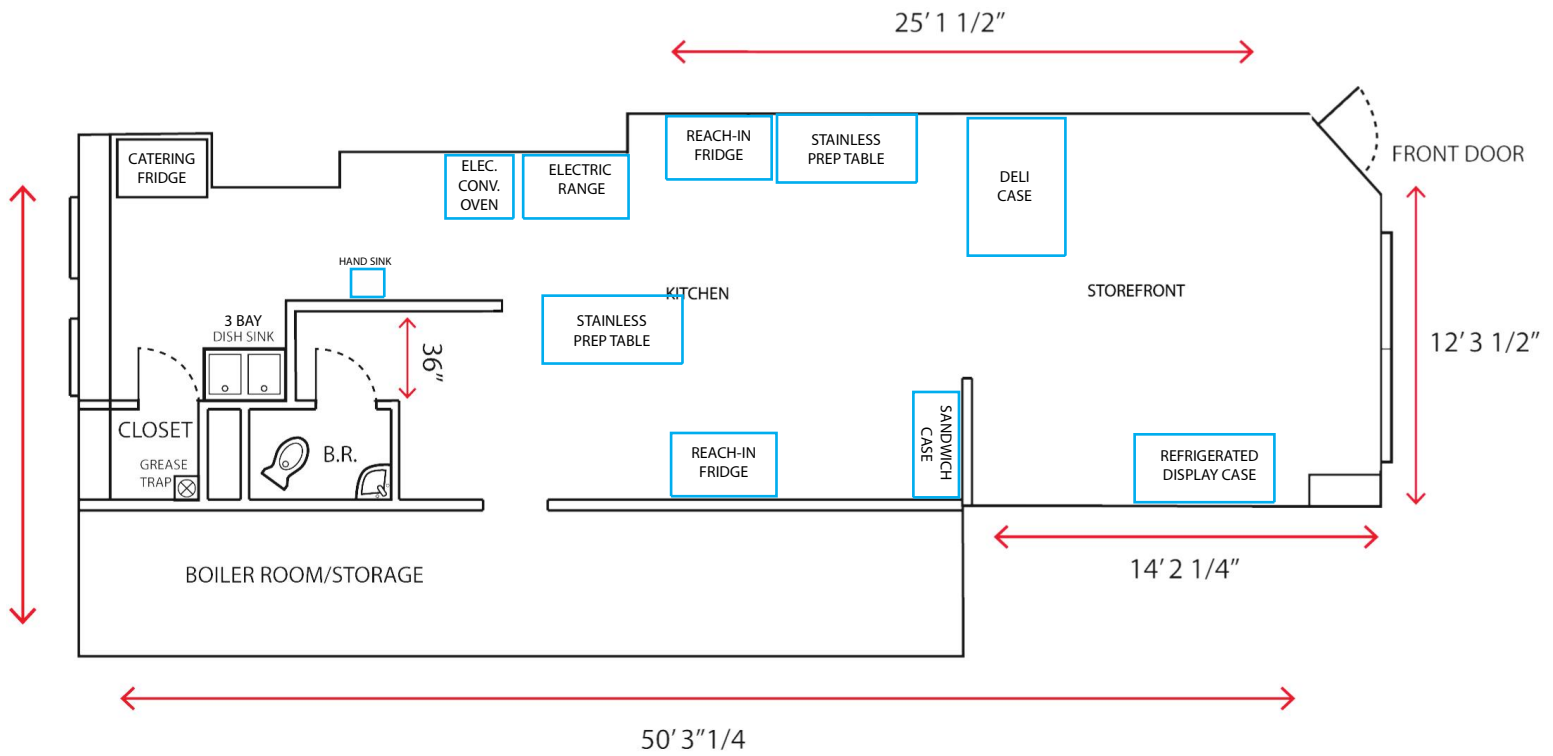




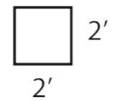
Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15

### 129 Spring St. Proposed Floor Plan



**SCALE:**

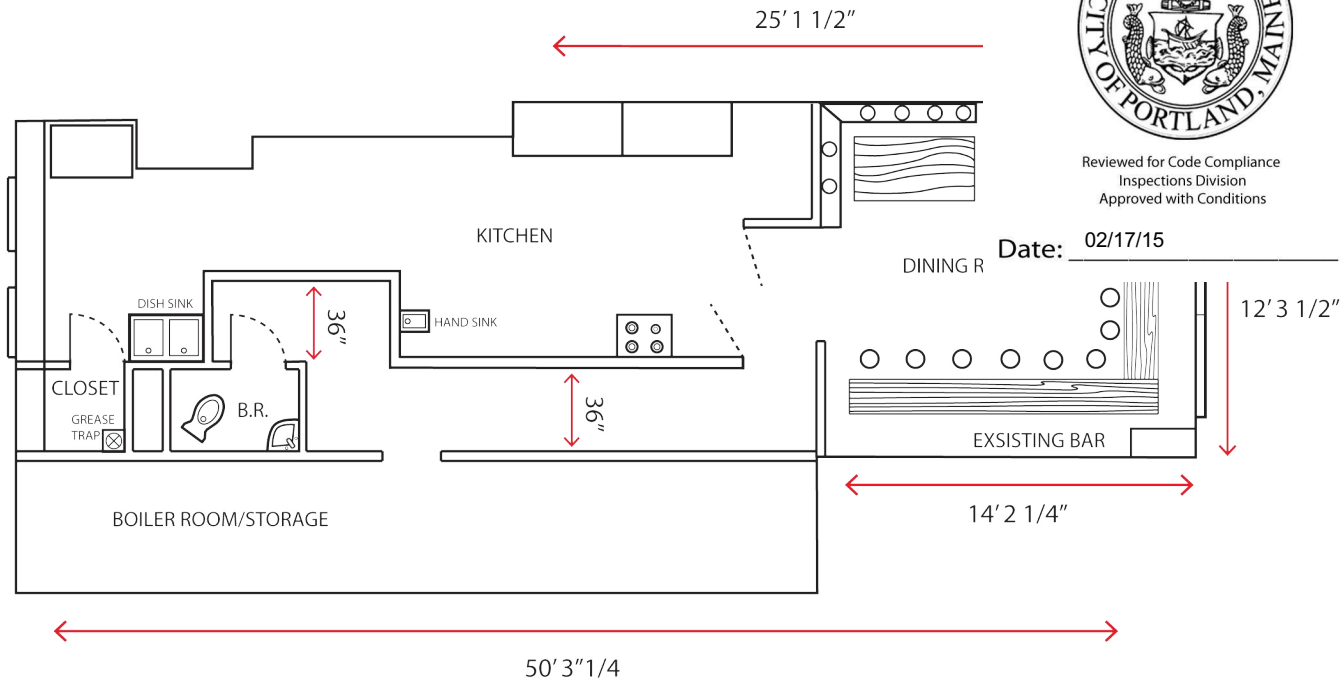


# 129 Spring St. Existing Floor Plan



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15



SCALE:

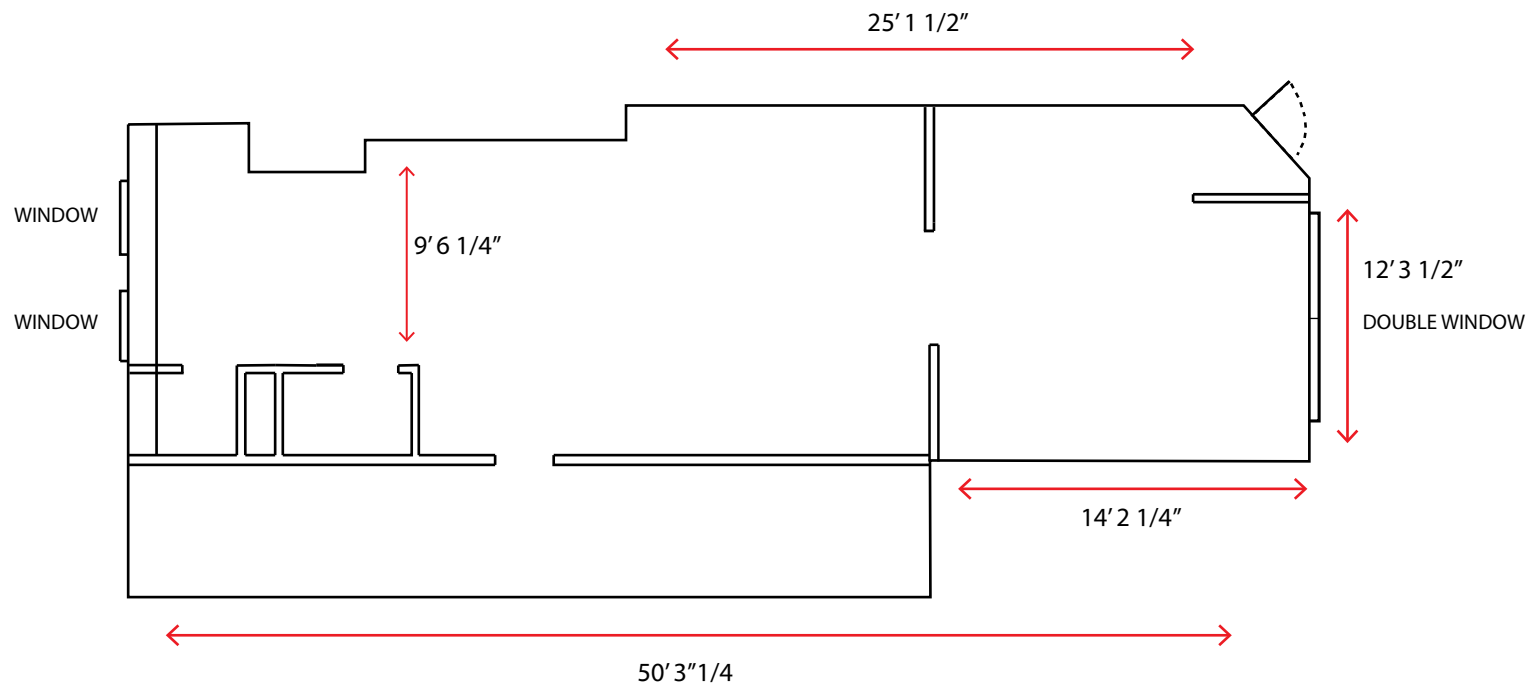




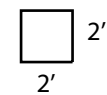
Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15

### A3 WINDOW SCHEDULE



**SCALE:**

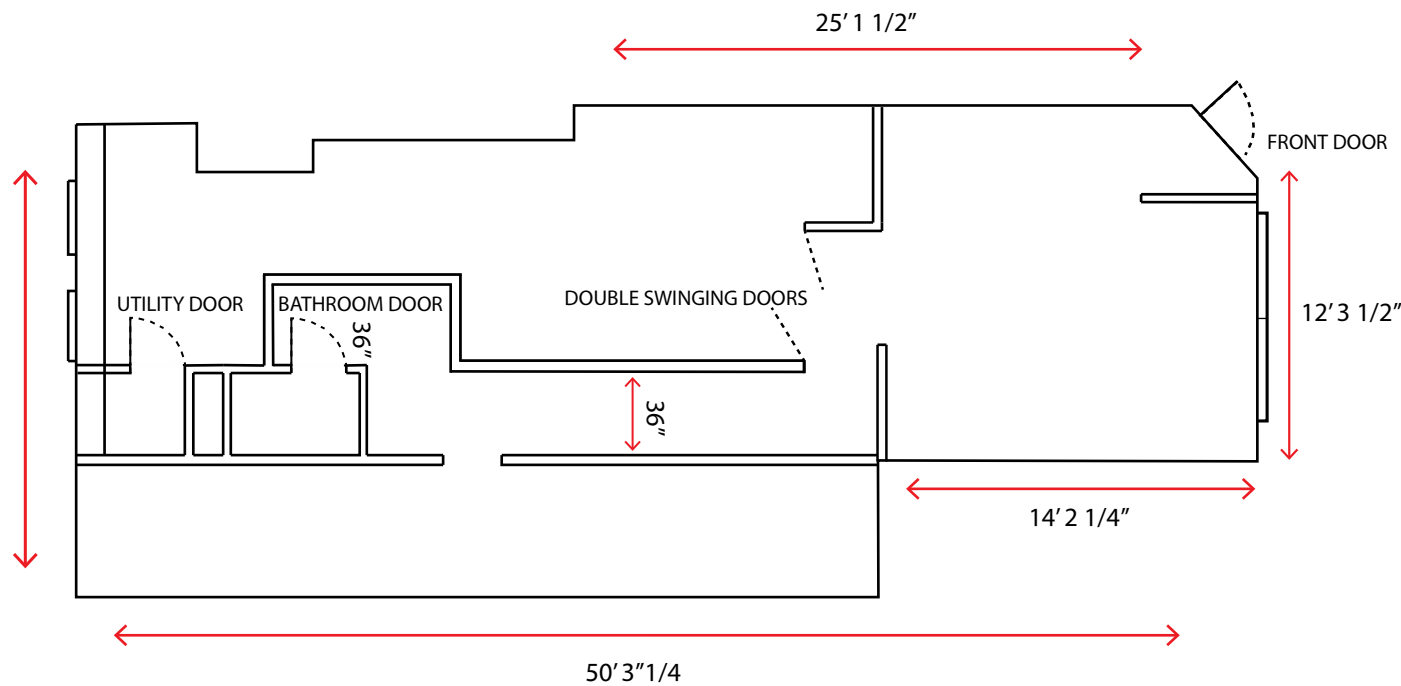




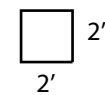
Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15

### A4 DOOR SCHEDULE



**SCALE:**




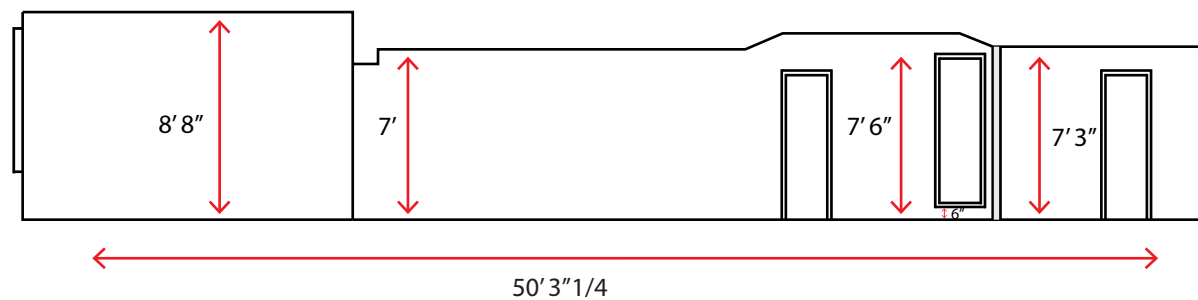


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Approved with Conditions

Date: 02/17/15

## A6 ELEVATION DETAIL

SCALE:  2'





# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life*



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15

Jeff Levine, AICP, Director  
Director of Planning and Urban Development

Tammy Munson  
Director, Inspections Division

**Electronic Signature and Fee Payment Confirmation**

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.


I, the undersigned, intend and acknowledge that no permit application can be reviewed until payment of appropriate permit fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

Within 24-48 hours, upon receipt of an e-mailed invoice from Building Inspections, which signifies that my electronic permit application and corresponding paperwork have been received, determined complete, entered by an administrative representative, and assigned a permit number, I then have the following four (4) payment options:

- to provide an on-line electronic check or credit/debit card (we now accept American Express, Discover, VISA, and MasterCard) payment (along with applicable fees beginning July 1, 2014),
- call the Inspections Office at (207) 874-8703 and speak to an administrative representative to provide a credit/debit card payment over the phone,
- hand-deliver a payment method to the Inspections Office, Room 315, Portland City Hall,
- or deliver a payment method through the U.S. Postal Service, at the following address:

City of Portland  
Inspections Division  
389 Congress Street, Room 315  
Portland, Maine 04101

Once my payment has been received, this then starts the review process of my permit. **After all approvals have been met and completed, I will then be issued my permit via e-mail.** No work shall be started until I have received my permit.

Applicant Signature:  Date: 12/15/2014

I have provided digital copies and sent them on: \_\_\_\_\_ Date: 12/16/2014

NOTE: All electronic paperwork must be delivered to [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov) or by physical means ie; a thumb drive or CD to the office.

**Room 315 - 389 Congress Street- Portland, Maine 04101 (207) 874-8703 - Fax: 874-8716 - TTY: 874-8936**



# Commercial Interior & Change of Use Permit Application Checklist



All of the following information is required and must be submitted. Checking off each item as your application package will ensure your package is complete and will help to expedite the permitting process.

Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15

## One (1) complete set of construction drawings must include:

Note: Construction documents for costs in excess of \$50,000.00 must be prepared by a Design Professional and bear their seal.

- Cross sections w/framing details
- Detail of any new walls or permanent partitions
- Floor plans and elevations
- Window and door schedules
- Complete electrical and plumbing layout.
- Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment or other types of work that may require special review
- Insulation R-factors of walls, ceilings, floors & U-factors of windows as per the IEEC 2009
- Proof of ownership is required if it is inconsistent with the assessors records.
- Reduced plans or electronic files in PDF format are required.
- Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal and external plumbing, HVAC & electrical installations.

## For additions less than 500 sq. ft. or that does not affect parking or traffic, a site plan exemption should be filed including:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance from the actual property lines.
- Location and dimensions of parking areas and driveways, street spaces and building frontage.
- Dimensional floor plan of existing space and dimensional floor plan of proposed space.

A Minor Site Plan Review is required for any change of use between 5,000 and 10,000 sq. ft. (cumulatively within a 3-year period)



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## Fire Department requirements.

The following shall be submitted on a separate sheet:

- Name, address and phone number of applicant **and** the project architect.
- Proposed use of structure (NFPA and IBC classification)
- Square footage of proposed structure (total and per story)
- Existing and proposed fire protection of structure.
- Separate plans shall be submitted for
  - a) Suppression system
  - b) Detection System (separate permit is required)
- A separate Life Safety Plan must include:
  - a) Fire resistance ratings of all means of egress
  - b) Travel distance from most remote point to exit discharge
  - c) Location of any required fire extinguishers
  - d) Location of emergency lighting
  - e) Location of exit signs
  - f) NFPA 101 code summary
- Elevators shall be sized to fit an 80" x 24" stretcher.

Date: 02/17/15

For questions on Fire Department requirements call the Fire Prevention Officer at (207) 874-8405.

**Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.**

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](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

Permit Fee: \$25.00 for the first \$1000.00 construction cost, \$11.00 per additional \$1000.00 cost

**This is not a Permit; you may not commence any work until the Permit is issued.**





# General Building Permit Application

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

Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Address/Location of Construction: 129 Spring Street. Portland, ME. 04101		Date: 02/17/15
Total Square Footage of Proposed Structure: 1139		
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# Book & Page 18949/14 Legal Description 39-A-31 Spring Street 129-129A Spring Street Bl. 29	Applicant Name: <b>Brian Kowtko</b> Address <b>23 Tate St.</b> City, State & Zip <b>Portland, ME 04102</b>	Telephone: <b>207-232-0562</b> Email: <b>homefoodportland@cg</b>
Lessee/Owner Name : <b>William Garfield</b> (if different than applicant) Address: <b>102 Park Street</b> City, State & Zip: <b>Portland, ME 04101</b> Telephone & E-mail: <b>207-272-3346 wgarfield88@gmail.c</b>	Contractor Name: (if different from Applicant) Address:  City, State & Zip:  Telephone & E-mail:	Cost Of Work: <b>\$ 2,000</b> C of O Fee: \$ _____ Historic Rev \$ _____ Total Fees : \$ _____
Current use (i.e. single family) <u>Food Factory Miyake-Restaurant</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Take out only Sandwich Shop with Catering</u> Is property part of a subdivision? <u>n</u> If yes, please name _____ Project description: <u>Please see attachment "Scope of Work.pdf"</u>		
Who should we contact when the permit is ready: <b>Brian Kowtko</b>		
Address: <b>23 Tate St.</b>		
City, State & Zip: <b>Portland, ME 04102</b>		
E-mail Address: <b>homefoodportland@gmail.com</b>		
Telephone: <b>207-232-0562</b>		

Please submit all of the information outlined on the applicable checklist. Failure to do so causes an automatic permit denial.

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](http://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: 12/15/2014
--	------------------

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



# Certificate of Design Applicator



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

From Designer: N/A

Date: N/A

Job Name: N/A

Date: 02/17/15

Address of Construction: N/A

## 2009 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year \_\_\_\_\_ Use Group Classification (s) \_\_\_\_\_

Type of Construction \_\_\_\_\_

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2009 IRC \_\_\_\_\_

Is the Structure mixed use? \_\_\_\_\_ If yes, separated or non separated or non separated (section 302.3) \_\_\_\_\_

Supervisory alarm System? \_\_\_\_\_ Geotechnical/Soils report required? (See Section 1802.2) \_\_\_\_\_

### Structural Design Calculations

\_\_\_\_\_ Submitted for all structural members (106.1 – 106.11)

\_\_\_\_\_ Live load reduction

\_\_\_\_\_ Roof *live* loads (1603.1.2, 1607.11)

\_\_\_\_\_ Roof snow loads (1603.7.3, 1608)

\_\_\_\_\_ Ground snow load,  $P_g$  (1608.2)

\_\_\_\_\_ If  $P_g > 10$  psf, flat-roof snow load  $P_f$

\_\_\_\_\_ If  $P_g > 10$  psf, snow exposure factor,  $C_e$

\_\_\_\_\_ If  $P_g > 10$  psf, snow load importance factor,  $I_s$

\_\_\_\_\_ Roof thermal factor,  $C_t$  (1608.4)

\_\_\_\_\_ Sloped roof snowload,  $P_s$  (1608.4)

\_\_\_\_\_ Seismic design category (1616.3)

\_\_\_\_\_ Basic seismic force resisting system (1617.6.2)

\_\_\_\_\_ Response modification coefficient,  $R_f$  and deflection amplification factor  $C_d$  (1617.6.2)

\_\_\_\_\_ Analysis procedure (1616.6, 1617.5)

\_\_\_\_\_ Design base shear (1617.4, 1617.5.1)

### Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### Flood loads (1803.1.6, 1612)

\_\_\_\_\_ Flood Hazard area (1612.3)

\_\_\_\_\_ Elevation of structure

### Other loads

\_\_\_\_\_ Concentrated loads (1607.4)

\_\_\_\_\_ Partition loads (1607.5)

\_\_\_\_\_ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

### Wind loads (1603.1.4, 1609)

\_\_\_\_\_ Design option utilized (1609.1.1, 1609.6)

\_\_\_\_\_ Basic wind speed (1809.3)

\_\_\_\_\_ Building category and wind importance Factor,  $I_w$ , table 1604.5, 1609.5)

\_\_\_\_\_ Wind exposure category (1609.4)

\_\_\_\_\_ Internal pressure coefficient (ASCE 7)

\_\_\_\_\_ Component and cladding pressures (1609.1.1, 1609.6.2.2)

\_\_\_\_\_ Main force wind pressures (7603.1.1, 1609.6.2.1)

### Earth design data (1603.1.5, 1614-1623)

\_\_\_\_\_ Design option utilized (1614.1)

\_\_\_\_\_ Seismic use group ("Category")

\_\_\_\_\_ Spectral response coefficients,  $S_D$  &  $S_{DI}$  (1615.1)

\_\_\_\_\_ Site class (1615.1.5)



# Accessibility Building Code Certific



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

**Designer:** N/A **Date:** 02/17/15

**Address of Project:** N/A

**Nature of Project:** N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

102 Park Street

Phone: \_\_\_\_\_

**(SEAL)**

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)



# Certificate of Design



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

**Date:** N/A

**Date:** 02/17/15

**From:** N/A

These plans and / or specifications covering construction work on:

---

---

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the **2009 International Building Code** and local amendments.

**(SEAL)**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)**

# COMMERCIAL SUBLEASE AGREEMENT



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

THIS SUBLEASE dated this 1st day of December, 2014

**BETWEEN:**

Date: 02/17/15

William Garfield  
(the "Sublandlord")

**OF THE FIRST PART**

**- AND -**

Brian Kowtko and Matt Chamberlain  
(collectively the "Subtenant")

**OF THE SECOND PART**

## Background

- A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.
- B. The master lease (the "Master Lease") is dated October 31, 2013 and is between George Simas (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): 129 Spring Street Portland, ME 04102.
- C. The Subtenant is willing to undertake certain obligations of the Master Lease.

**IN CONSIDERATION OF** the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

### Subleased Premises

- 1. The Sublandlord leases to the Subtenant all of the Premises (the "Subleased Premises").

### Term

- 2. The term (the "Term") of the Sublease is a periodic tenancy commencing at 12:00 noon on December 1, 2014 and continuing on a month-to-month basis until the Sublandlord or the Subtenant terminates the tenancy.



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Inspections Division  
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3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

### **Rent**

4. The amount of rent and the conditions of payment are the same as under the Master Lease.

5. The Subtenant will deliver or send the rent to the Sublandlord at 159 Newell Street, Portland, ME 04101, NY 11222.

Date: 02/17/15

### **Use of Subleased Premises**

6. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

### **Utilities**

7. All payments for utilities and other charges connected with the Subleased Premises, which are to be paid by the Sublandlord under the Master Lease, will be paid by the Subtenant during the Term of this Sublease.

### **Maintenance and Repairs**

8. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.
9. The Subtenant will immediately report all general maintenance issues and needed repairs to the Sublandlord and the Landlord.

### **Insurance**

10. The Subtenant, at the expense of the Subtenant, will carry insurance similar to that required of the Sublandlord under the Master Lease. The Subtenant will include the Sublandlord and the Landlord as additional insured parties on all policies of insurance.
11. The Subtenant will provide proof of such insurance to the Sublandlord and the Landlord upon the issuance or renewal of such insurance.



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### **Alterations and Improvements**

12. The Subtenant will have the same right to make such alterations and improvements to the Premises as the Sublandlord is allowed provided the Subtenant gets the prior written approval of the Landlord and the Sublandlord.
13. Any alterations and improvements must comply with all applicable construction laws regarding property improvements.
14. The Subtenant will ensure that the Subleased Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Subleased Premises.

Date: 02/17/15

### **Taxes**

15. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

### **Event of Default**

16. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:
  - a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any.
  - b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.
  - c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
  - d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
  - e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.
  - f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.



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- g. The Subleased Premises, or any part of the Subleased Premises is completely destroyed by fire or other casualty that is due to the Subtenant's negligence, willful act of the Subtenant's employee, family, agent, or guest.
- h. Any other event of default provided in the Master Lease or the Act.

Date: 02/17/15

### **Remedies**

- 17. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:
  - a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.
  - b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sublandlord may seek redress from the Subtenant for such performance.
  - c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.
  - d. Any other remedy provided in the Master Lease or the Act.
- 18. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.
- 19. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.
- 20. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

### **Surrender of Premises**

- 21. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.





Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

**Governing Law**

22. It is the intention of the parties to this Sublease that the tenancy created by this Sublease, and all suits and special proceedings under this Sublease, be governed, to the exclusion of the law of any other forum, by the law of the State of Maine, without regard to the jurisdiction in which any action or special proceeding may be brought.

Date: 02/17/15

**Severability**

23. If there is a conflict between any provision of this Sublease and the applicable legislation of Maine (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.

24. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

**Assignment and Subletting**

25. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

**Additional Provisions**

26. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notices**

27. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address:  
159 Newell Street Apt 4R Brooklyn, NY 11222.

28. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address:  
180 Danforth Street #2, Portland, ME 04102.



Reviewed for Code Compliance  
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29. All notices to be given under this Sublease will be in writing and will be served by certified or registered mail using the United States Postal Service.

### **Master Lease**

30. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all obligations of the Sublandlord under the Master Lease from December 1, 2014 to the Term of this Sublease.

Date: 02/17/15

31. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.

32. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.

33. This Sublease incorporates and is subject to the Master Lease, a copy of which has been or will be later provided to the Subtenant, and which is incorporated as if it were set out in this Sublease.

### **General Provisions**

34. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.

35. The Sublandlord may enter the Subleased Premises upon 24 hours notice for any of the following reasons:

- a. to inspect the Subleased Premises;
- b. to maintain the Subleased Premises; or
- c. to make repairs that the Sublandlord is obligated to perform.

36. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.

37. All sums payable by the Subtenant to the Sublandlord under any provision of this Sublease will be deemed to be Additional Rent and will be recovered by the Sublandlord as rental arrears.



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Inspections Division  
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38. Where there is more than one Subtenant executing this Sublease, all Subtenants are liable for each other's acts, omissions and liabilities under this Sublease.
39. The Subtenant will be charged an additional amount of \$25.00 for each N.S.F. check by the Subtenant's financial institution.
40. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.
41. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.
42. This Sublease may be executed in counterparts.
43. Time is of the essence in this Sublease.
44. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.
45. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.
46. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.

Date: 02/17/15

**IN WITNESS WHEREOF** the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this 1st day of December, 2014.

Witness

William Garfield

per:  (SEAL)



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

Date: 02/17/15

Digitally signed by Matthew Chamberlain  
DN: cn=Matthew Chamberlain,  
o=HOME Casting Co. Inc.,  
email=mat@portlandmaine.com,  
c=US  
Date: 2014.12.18 16:24:41 -0500

Witness

Brian Kowtko

per: \_\_\_\_\_ (SEAL)

Witness

Digitally signed by Matthew Chamberlain  
DN: cn=Matthew Chamberlain,  
o=HOME Casting Co. Inc.,  
email=mat@portlandmaine.com,  
c=US  
Date: 2014.12.18 16:22:16 -0500

Matt Chamberlain

per: \_\_\_\_\_ (SEAL)



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

## Jeanie Bourke - Re: 129 Spring St., BP#2014-02913 plan review comment

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**From:** Jeanie Bourke  
**To:** HOME Catering Co.  
**Date:** 2/12/2015 1:50 PM  
**Subject:** Re: 129 Spring St., BP#2014-02913 plan review comments

Date: 02/17/15

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Hi Brian,

Thanks for the clarification. The hood requirement is based on products cooked and if grease vapors are created, not if the equipment is electric or gas. There certainly are gas venting/exhausting requirements as well.

You should consult with the fire department on the need for the hood/suppression requirement. You can contact Craig Messinger at [crm@portlandmaine.gov](mailto:crm@portlandmaine.gov) or 874-8400.

I will approve the permit based on the information you have provided. The permit appears to remain in review for historic preservation.

Thanks,  
Jeanie

>>> "HOME Catering Co." <homefoodportland@gmail.com> 2/11/2015 5:35 PM >>>

Hi Jeanie:

I'm hoping to sufficiently answer your questions:

1. There is not currently a fire suppression hood as all equipment is electric and will be used for general heating of soups, bread, etc. A proposed menu was submitted to Health and Public Services on December 16th. All kitchen equipment and systems are the same as were in use at Miyake Diner and Food Factory Miyake.

2. I apologize for the sketch. I did my best to label the sink as a three bay, but I was unable to find the appropriate graphic to represent it as such on the plan. The sink is, in fact, a three bay sink and I have spoken with Frank Brancely at Public Services about it and the newly required grease trap which is on order.

Is there a good time for us to come meet with you tomorrow to go over any further questions you may have and also get some guidance on moving forward with the process? Please feel free to call at 207-232-0562. As always, thank you very much for your time and patience with us. It means a lot.

Brian Kowtko  
HOME Catering Co.  
207.232.0562  
[HomeCateringCompany.com](http://HomeCateringCompany.com)

On Feb 11, 2015, at 3:34 PM, Jeanie Bourke <[JMB@portlandmaine.gov](mailto:JMB@portlandmaine.gov)> wrote:

Hi Brian,

Thanks for the information. I have a couple of questions:



Reviewed for Code Compliance  
Inspections Division  
Approved with Conditions

1. Is there a currently a suppression hood? If not, this is required for grease vapors and though a separate permit is required, this will also need to be included for this permit exhaust location and for historic review.

2. Have you consulted with the Public Health inspectors for fixture requirements, speci Date: 02/17/15  
bay sink?

Thanks,  
Jeanie

>>> HOME <[homefoodportland@gmail.com](mailto:homefoodportland@gmail.com)> 2/10/2015 10:05 PM >>>  
Hello Jeanie:

Thank you so much for your help. Attached is the revised floor plan you requested with kitchen plumbing and proposed equipment labelled in blue. Please let me know if you need any further info.

Thanks again,  
Brian Kowtko  
HOME Catering Co.  
207-232-0562  
[HOMEcateringCompany.com](http://HOMEcateringCompany.com)

On Tue, Feb 10, 2015 at 1:04 PM, Jeanie Bourke <[JMB@portlandmaine.gov](mailto:JMB@portlandmaine.gov)> wrote:

Hi Brian,  
I have completed the review of the above project for building code and have the following comments as noted on the attached files.  
Please send all revisions to this (my) email and please note that the pdf file name shall be exactly as the original, refer to the name of the attached files. Our Eplan program will automatically assign a version to the revised plans.  
Let me know if you have any questions,  
Thanks,  
Jeanie  
*Jeanie Bourke*  
*CEO/LPI/Plan Reviewer*

**City of Portland**  
**Planning & Urban Development Dept./ Inspections Division**  
389 Congress St. Rm 315  
Portland, ME 04101  
[jmb@portlandmaine.gov](mailto:jmb@portlandmaine.gov)  
Direct: (207) 874-8715  
Office: (207) 874-8703  
Permit status can be viewed at: <http://www.portlandmaine.gov/792/Permit-Status>

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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Inspections Division  
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Date: 02/17/15



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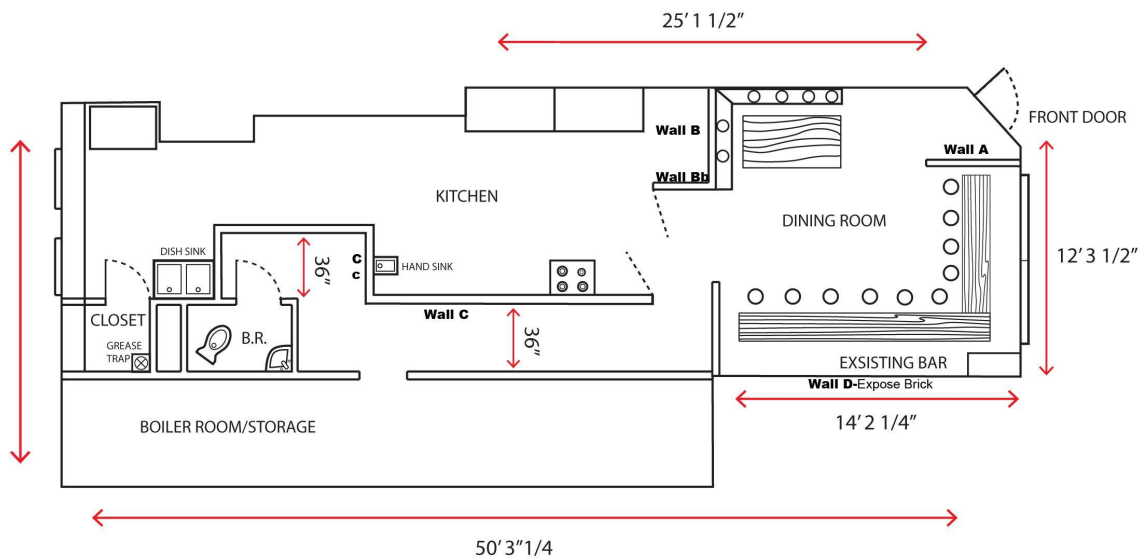
# HOME Catering Co. 129 Spring Street Portland, ME 04101

Date: 02/17/15

## Scope of work proposed:

HOME Catering Co proposes a return to the historical use of the building at 129 Spring Street in Portland as a Sandwich and Provisions shop. The work will include removal of half wall A, as noted in the plan below, near the front entrance of the building. Second, the work will include removal of Walls B and Bb as noted in the plan below, separating the kitchen and storefront spaces. Third, the work will include removal of the partition wall C up to and including part Cc as noted in the plan below. Although the existing building plan currently shows a hand wash station along Wall Cc, no such station exists on that wall and no plumbing or electrical wiring will be moved or routed in the process. Finally, the work will include removal of dry wall to expose original existing painted brick surface along interior Wall D. The flooring within the Retail Space area noted on the plan below will be replaced with similar.

**129 Spring St. Existing Floor Plan**



**SCALE:**







MIYAKE  
DINER

DINER DINER

129

VISA