

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

Permit Number: 080483

Please Read Application And Notes, If Any, Attached

PERMIT

This is to certify that DRONAMRAJU RAMESH & RAMA DRONAMRAJU ITS

has permission to Change of use from bicycle shop to restaurant

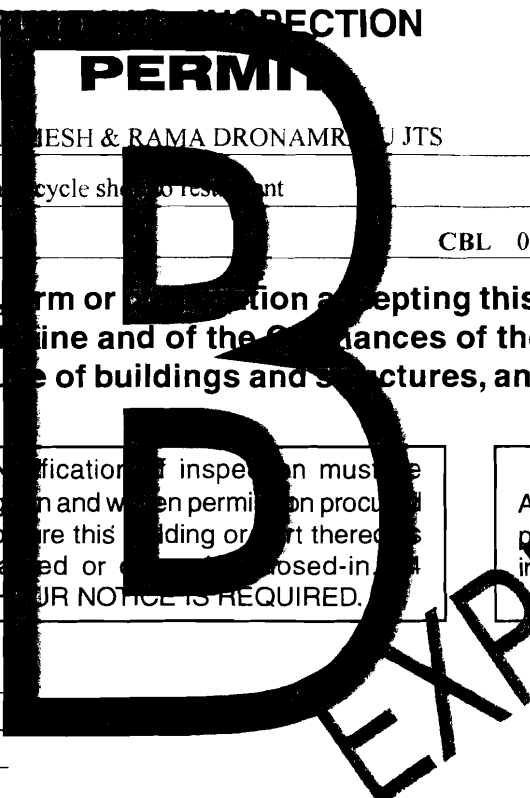
AT 3 DEERING AVE CBL 047 A004001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procured before this building or part thereof is laid or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.



OTHER REQUIRED APPROVALS

Fire Dept. Greg Casey
Health Dept. _____
Appeal Board _____
Other _____

Department Name

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-0483	Issue Date:	CBL: 047 A004001
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Location of Construction: 3 DEERING AVE	Owner Name: DRONAMRAJU RAMESH & RA	Owner Address: 39 RIDGE RD	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B2b

Past Use: Retail "percy cycles"	Proposed Use: Change of use from Bicycle shop to restaurant	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 2
Proposed Project Description: Change of use from Bicycle shop to restaurant		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See Conditions</i>	INSPECTION: Use Group: Type:	
		Signature: <i>Greg</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: Idobson	Date Applied For: 05/08/2008	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 <input type="checkbox"/> Major <input type="checkbox"/> Minor <input type="checkbox"/> MM Date: <i>5/20/08</i>	Zoning Appeal <input checked="" type="checkbox"/> Variance <i>(for parking from provided)</i> <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input checked="" type="checkbox"/> Approved <i>5/1/08</i> <input type="checkbox"/> Denied Date: <i>5/1/08</i>	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>9</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



Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis Littell

November 19, 2008

Abdi Abu
288 Harvard Street
Portland, ME 04103

RE: 3 Deering Ave. Permit Application #08-0483
CBL: 047 A004

Dear Abdi,

This letter serves as notification that the above referenced application for permit to change the use of this property from a bicycle shop to a restaurant or shisha bar is deemed abandoned. A meeting was held in this office on June 3, 2008 with Al Fishman, Halima Abu, inspector Jon Rioux and the Division Director Jeanie Bourke. The discussion centered on the allowable use of the property and since a shisha bar is not recognized by zoning, the thought was that it could be a restaurant. The code requirements for a restaurant were discussed and it was left that plans would be submitted with the necessary information to proceed with the review. To date, the City has not received further information.

Section 105.3.2 of the International Building Code states:

105.3.2 Time limitation of application.

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Per Section 105.3.2 of the International Building Code 2003 as adopted by the City of Portland this application for permit is no longer under consideration. The application was filed in this office on May 8, 2008; 180 days lapsed as of November 8, 2008. No construction work, tenant fit up, or new occupancy is allowed at this property without benefit of approvals from this office.

Feel free to contact me at 874-8715 with any questions regarding this matter.



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>3 Deering Ave</u>		
Total Square Footage of Proposed Structure/Area <u>0</u> <u>Total 1440 / 690 seating area</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>47</u> Block# <u>A</u> Lot# <u>4</u>		Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>Abdi Abdi</u> Address <u>3 Deering Ave</u> City, State & Zip <u>Portland ME 04101</u>
Telephone: <u>207-671-0546</u>		
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>ALAN FISHMAN</u> Address <u>2 Cotton Street</u> City, State & Zip <u>Portland, ME 04101</u> <u>207-775-6561 X 208</u>	Cost Of Work: \$ <u>unknown</u> <u>NO CONST.</u> C of O Fee: \$ _____ Total Fee: \$ <u>unknown</u>
Current legal use (i.e. single family) <u>N/A</u>		
If vacant, what was the previous use? <u>Bicycle repair shop</u>		
Proposed Specific use: <u>Smoking tobacco Restaurant H.A.</u>		
Is property part of a subdivision? <u>No</u> If yes, please name _____		
Project description: <u>Change of use - Bicycle Shop to Shishah <u>Shishah</u></u>		
Contractor's name: <u>Abdi Abdi</u>		
Address: <u>288 Harvard St</u>		
City, State & Zip <u>Portland, ME 04103</u>		Telephone: <u>207-671-0546</u>
Who should we contact when the permit is ready: <u>Abdi</u>		Telephone: <u>207-239-0615</u>
Mailing address: _____		

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: [Signature]

Date: 12/26/07

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

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COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES (fill in) Ramesh Dronamraju, with a mailing address of 2 Cotton Street, Portland, ME 04101, ("LANDLORD"), hereby leases to Halima Abu, Aweis Abu, with a mailing address of _____, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES (fill in and include, if applicable, suite number, floor number, and square feet) The Premises are deemed to contain 1440 square feet. The Premises are located at 3 Deering Ave, Portland, ME 04101 together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM (fill in) The term of this Lease shall be for 2 years, unless sooner terminated as herein provided, commencing on May 12, 2008 and ending on May 31, 2010.

4. RENT (fill in) TENANT shall pay to LANDLORD the following base rent:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	\$ <u>16,200.00</u>	\$ <u>1,350.00</u>
<u>2</u>	\$ <u>18,000.00</u>	\$ <u>1,500.00</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated 2 Cotton Street, Portland, ME 04101. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION (fill in or delete) So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for n/a terms of _____. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>n/a</u>	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

In the event that TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT (fill in) Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of One Thousand Three Hundred Fifty Dollars (\$ 1,350.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

7. RENT ADJUSTMENT In any tax year commencing with the fiscal year n/a, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year _____ (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, _____ percent (_____ %) of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

A. TAX ESCALATION (fill in or delete) _____ percent (_____ %) of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

B. OPERATING COST ESCALATION (fill in or delete) TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, _____ percent (_____ %) of any increase in operating expenses over those incurred during the calendar year n/a. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. UTILITIES TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASED PREMISES (fill in) TENANT shall use the leased premises only for the purpose of coffee shop and restaurant serving light meals.

10. COMPLIANCE WITH LAWS TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.
11. MAINTENANCE TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all interior systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.
- A. TENANT'S OBLIGATIONS
- B. LANDLORD'S OBLIGATIONS LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.
12. ALTERNATIONS- ADDITIONS TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.
13. ASSIGNMENT- SUBLEASING *(revise if applicable)* TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance [which consent shall not be unreasonably withheld] (cross out if not applicable). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
14. SUBORDINATION AND QUIET ENJOYMENT This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD'S lender.
15. LANDLORD'S ACCESS LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY TENANT will defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by TENANT or others.
17. TENANT'S LIABILITY INSURANCE (fill in) TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$ 1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.
18. FIRE CASUALTY- EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.
19. DEFAULT AND BANKRUPTCY In the event that:
- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
 - (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
 - (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
 - (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including without limitation real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or upon mailing to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.
21. SURRENDER TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
22. HAZARDOUS MATERIALS TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.
23. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.
24. LANDLORD DEFAULT LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
25. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

26. SUCCESSORS AND ASSIGNS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL WAIVER NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except 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. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

30. BROKERAGE (fill in) TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than none ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Fishman Realty Group ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim. Landlord agrees to pay Fishman Realty Group a commission upon execution of this Lease.

31. OTHER PROVISIONS (fill in or delete) It is also understood and agreed that: Tenant will operate and maintain the premises in a manner that does not disturb other tenants in the building. There will be no loud music or other noise or activities that cause a nuisance to tenants or neighbors. Any such issues will be deemed a violation of the terms of this lease, and cause a default curable by early termination of this lease, as determined solely by Landlord or Landlord's agent and at Landlord's option.

Rent Schedule: First 6 months = \$1300/ month; Second 6 months = \$1400/month.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, _____.

TENANT:

LANDLORD:

Halima Abu , Aweis Abu
Legal Name of Tenant

Ramesh Dronamraju
Legal Name of Landlord

Signature

Signature

NAME/TITLE

Alan M. Fishman, Owner's Agent
NAME/TITLE

Witness to Tenant

Witness to Landlord

GUARANTY (*fill
in or delete*)

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with _____ TENANT, Halima Abu , Aweis Abu ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this _____ day of _____, _____.

GUARANTOR:

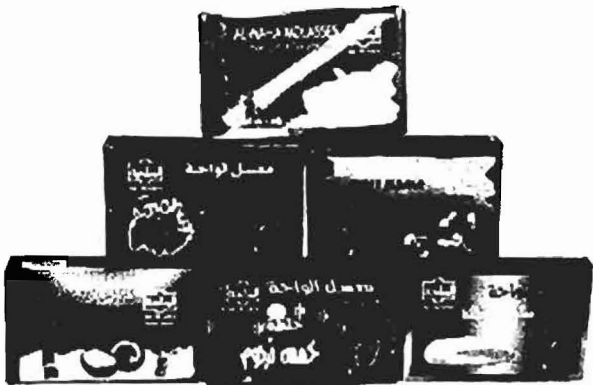
Legal Name of Guarantor

Signature

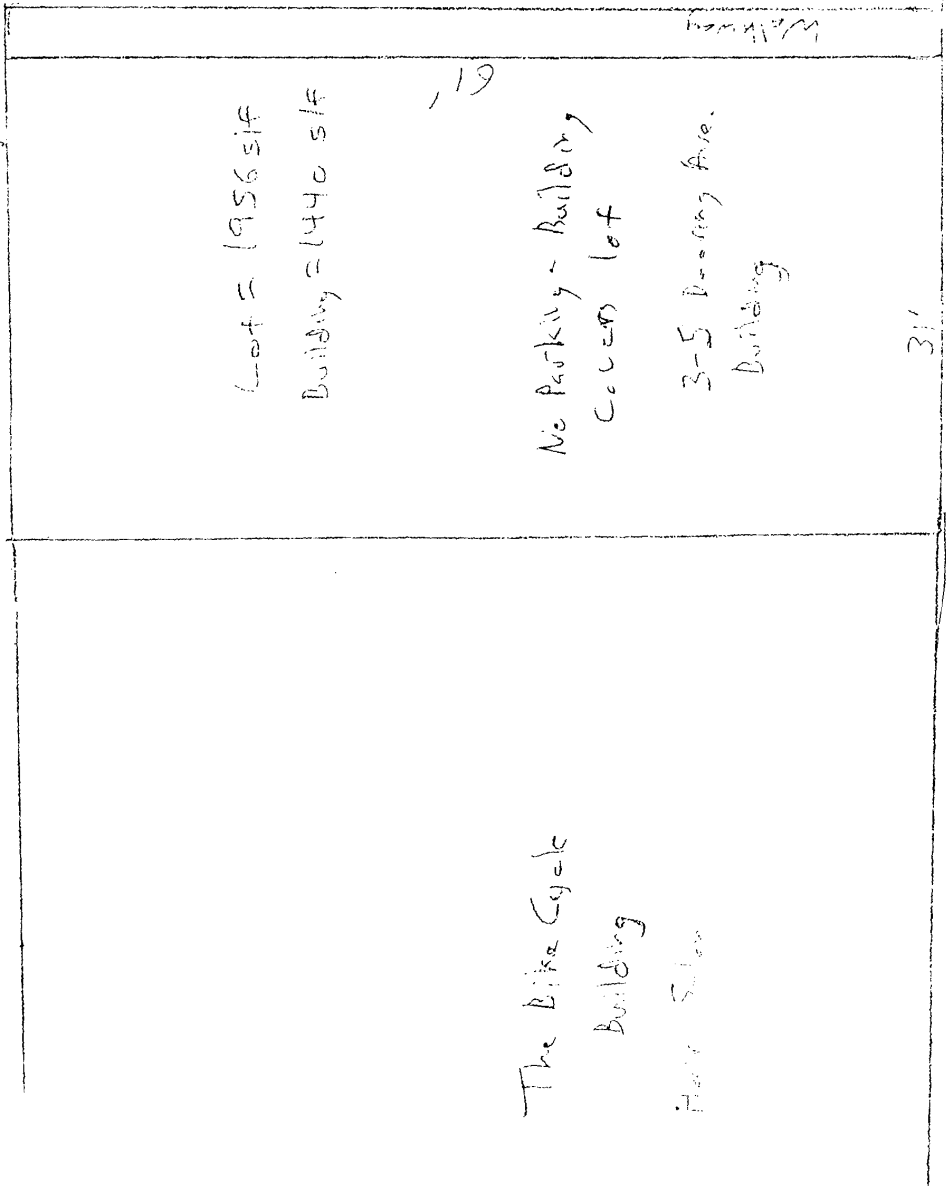
Witness to Guarantor

Alan M. Fishman, Owner's Agent
NAME/TITLE

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PLOI PLAN



Stores
Buildings
Stores
Stores

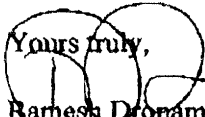
Sidewalk

Blackball Square Park
Deering Avenue

To:
Town Hall.
City of Portland,
Portland, ME04112

To Whom It May Concern:

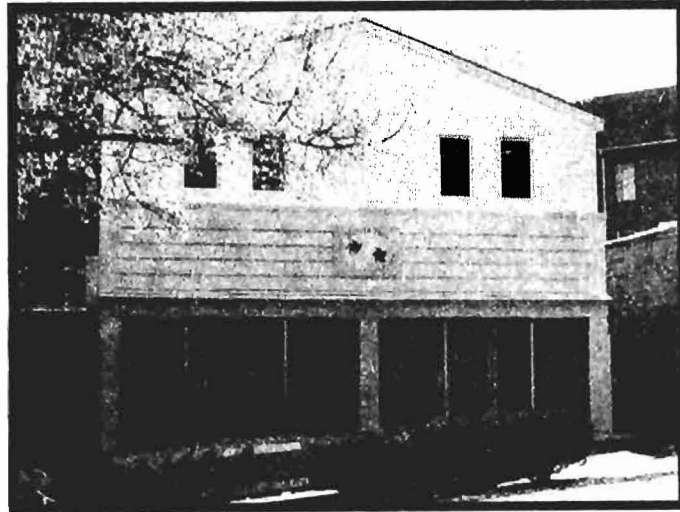
I, Ramesh Dronamraju am the owner of property located at 3 and 5 Deering Ave,
Portland ME. Due to personal reasons, I am not able to attend the meeting. I authorize,
Mr. Alan Fishman, of Fishman Property management, Portland ME 04112 to
represent me for zoning variance. Please call me at 781-956-7965 if you have questions
regarding matter.

Yours truly,

Ramesh Dronamraju
39 ridge Road
Westwood MA 02090

3/24/2005
+
3/15/08

For Lease

3 Deering Avenue, Portland



1,440+ /- SF
Retail Space

Size:	1440 ± SF
Lease Term:	3-5 years
Heat:	Oil, Forced Hot Air
Lease Rate:	\$1500 Per Month Modified Gross

This newly renovated storefront on Deering Avenue contains 1,440± SF, includes large show windows, generous floor space and great exposure. It's proximity to Maine Medical Center and visibility from Congress Street make this an ideal location for your retail business opportunity.

Phone: 207-775-6561 ext. 208
Cell: 207-671-6561
Fax: 207-871-0914
www.FishmanRealty.com
Alan@FishmanRealty.com

Alan Fishman
2 Cotton Street
Portland, Maine 04101



All information furnished is from sources deemed reliable. No warranty or representation, expressed or implied is made as to the accuracy of information contained herein. All information is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawals, prior to sale or lease or to any special condition, imposed by our principals. All information should be independently verified.



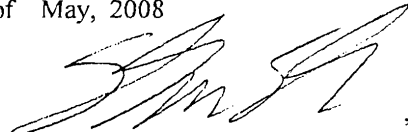
CITY OF PORTLAND

CERTIFICATE OF VARIANCE APPROVAL

I, David Dore, the duly appointed Chair of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the 1st day of May, 2008, the following variance was granted pursuant to the provisions of 30-A M.R.S.A. Section 4353(5) and the City of Portland's Code of Ordinances.

1. **Current Property Owner: Ramesh Dronamraju**
2. **Property: 3-5 Deering Avenue, Portland, ME CBL: 047-A-004**
Cumberland County Registry of Deeds, Book 21368, Page 140
Last recorded deed in chain of Title: 6/4/04
3. **Variance and Conditions of Variance:**
To grant relief from section 14-186(c) and 14-332(i) of the Zoning Ordinance to allow no off-street parking for a new restaurant use instead of the approximate four (4) parking spaces required.

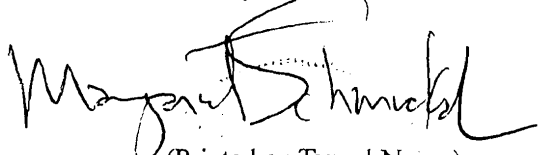
IN WITNESS WHEREOF, I have hereto set my hand and seal this 1st day of May, 2008


_____, Chair of
City of Portland Zoning Board, David Dore

(Printed or Typed Name)

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above-named David Dore and acknowledged the above certificate to be his free act and deed in his capacity as Chairman of the Portland Board of Appeals, with his signature witnessed on May 1, 2008.



(Printed or Typed Name)

Notary Public

Margaret Schmuckal

My Term expires June 28, 2012

PURSUANT TO 30-A M.R.S.A. SECTION 4353(5), THIS CERTIFICATE MUST BE RECORDED BY THE PROPERTY OWNER IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN 90 DAYS FROM FINAL WRITTEN APPROVAL FOR THE VARIANCE TO BE VALID. FURTHERMORE, THIS VARIANCE IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 14-474 OF THE CITY OF PORTLAND'S CODE OF ORDINANCES.

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

APPEAL AGENDA

The Board of Appeals will hold a public hearing on Thursday, May 1, 2008 at 6:30 p.m. on the second floor, Room 209, City Hall, 389 Congress Street, Portland, Maine to hear the following appeals:

To: City Clerk
From: Marge Schmuckal, Zoning Administrator
Date: May 2, 2008
RE: Action taken by the Zoning Board of Appeals on May 1, 2008.

The meeting was called to order at 6:35pm.

Roll call as follows:

Members Present: David Dore, Jill Hunter, Deborah Rutter, Peter Coyne, Gordon Smith and Philip Saucier.

Members Absent: Peter Thornton.

1. New Business:

A Variance Appeal:

3 -5 Deering Avenue, Ramesh Dronamraju, owner, Tax Map #047, Block A, Lot #004, in the B2b Business Community Zone. The appellant is seeking a Variance Appeal under Section 14-332 (i) of the City of Portland Zoning Ordinance. The appellant is requesting a variance from the off site parking for the proposed change of use from retail to a neighborhood family restaurant. Section 14-332 (i) requires one parking space for every 150 square feet of space used. The appellant has approximately 650 square feet of space and is proposing no off-street or off site parking spaces instead of the four (4) required parking spaces. Representing the Appeal for the owner is Alan Fishman / Fishman Realty Group and Aboli and Halima Abu / Tenants. **The Board voted 6-0 to grant the Variance Appeal.**

B. Interpretation Appeal:

380 Cumberland Avenue, Three Eighty Cumberland Associates LLC, owners – Tax Map #037, Block B, Lot 001 in the B-3 Downtown Business Zone. The appellant is seeking an Interpretation Appeal to reverse the written decision of the Zoning Administrator issued on April 7, 2008 regarding a permit application requesting a change of use to allow a governmental use at this location. It was determined that section 14- 217 of the B-3 Zone does not list “Governmental Buildings and Uses” under permitted uses and therefore the permit application was denied. Representing the appeal for the owner is Attorney Lawrence Clough. **The Board voted 6-0 for the continuance of the Interpretation Appeal to June 5, 2008, as requested by the applicant.**

2. Other Business: None

3. Adjournment: 7:00pm

CITY OF PORTLAND, MAINE
ZONING BOARD OF APPEALS

“Undue Hardship” Variance Appeal

DECISION

Date of public hearing:

5/1/08

Name and address of applicant:

Ramesh Donamraju, owner

Location of property under appeal:

3-5 Deering Avenue

For the Record:

Names and addresses of witnesses (proponents, opponents and others):

Alan Fishman, Fishman Realty Group 470 Forest Avenue

Aboli + Malima Abu, 288 Harvey Street

Exhibits admitted (e.g. renderings, reports, etc.):

Findings of Fact and Conclusions of Law:

"Undue Hardship" Variance standard pursuant to Portland City Code §14-473(c)(1):

1. The land in question cannot yield a reasonable return unless a variance is granted. (Note: "Failure to yield a 'reasonable return' means 'the practical loss of all beneficial use of the land.' . . . Reasonable return does not mean maximum return." *Rowe v. City of South Portland*, 730 A.2d 673, 675 (Me. 1999) (citations omitted).)

Satisfied X 6-0 Not Satisfied

Reason: There is a history of difficulty in leasing this space; there are other businesses around that do not have parking. Without this variance, there will be a practical loss of all beneficial use of the land. There was a restaurant previously granted a variance at this location.

2. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

Satisfied X 6-0 Not Satisfied

Reason: This is due to the development of the corner park + the lack of parking.

3. The granting of a variance will not alter the essential character of the locality.

Satisfied X 6-0 Not Satisfied

Reason: This will enhance the character, is a restaurant in an area with other restaurants.

4. The hardship is not the result of action taken by the applicant or a prior owner.

Satisfied X 6-0 Not Satisfied

Reason: This was not the result of the applicant, and instead they have tried to ameliorate the issue by searching for other parking.

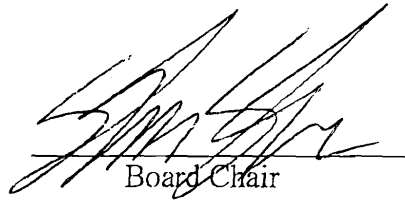
Conclusion: (check one)

Option 1: The Board finds that the standards described above (1 through 4) have been satisfied and therefore GRANTS the application. **60**

Option 2: The Board finds that while the standards described above (1 through 4) have been satisfied, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

Option 3: The Board finds that the standards described above (1 through 4) have NOT all been satisfied and therefore DENIES the application.

Dated: **5/1/08**


Board Chair

Halima Abu
288 Harvard Street
Portland, Maine 04103

April 7, 2008

Dear Zoning Board Committee Members:

Re: Brief Description of the use of 3-5 Deering Avenue

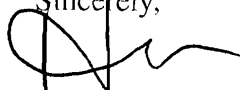
The owner of Amera, wants to secure the space at 3-5 Deering Avenue and become a neighborhood restaurant for the Park Side residents. We would be the only restaurant in the neighborhood that would not serve alcohol to our patrons. I wanted to be mindful of the community, which houses many children. We want to be revered as a clean, affordable and family oriented restaurant.

In the Park Side area there is a need for a restaurant that offers quality foods at an affordable price for everyone of all economic status to enjoy. The other restaurants located close to this said premises are either high-end restaurants, or serve alcoholic beverages.

Amera will be a small restaurant. It will be an answer to the growing diversity needs in the Greater Portland area. This establishment will break away from the mainstream restaurant foods and settings. Amera will achieve this distinction by being the only restaurant in Portland that will solely feature traditional African American cooked dishes. Amera wants to become the premier ethnic restaurant with a unique cultural environment driven with the sense and feel of community.

In advance, I want to thank the Zoning Committee Members for taking the time to consider my desire to offer my services to the Park Side residents and the community.

Sincerely,



Halima Abu



2 Cotton Street, Portland, Maine 04101 / PO Box 15430, Portland, Maine 04112-5430 / Phone: (207) 775-6561 / Fax: (207) 871-0914

Chairman
Zoning Board of Appeals
City of Portland

April 7, 2008

Dear Chairman:

Fishman Realty Group has been asked to represent the owner of 3-5 Deering Avenue with its application for a hardship appeal for the use of the first floor level of the building. Our agency manages and is responsible for leasing the property for the owner.

The property has been on the market for lease for +/- 6 months. To date, the only interested users have been businesses that include greater than 9 seats for food service.

The B-2b zone requires one parking space for every 150 square feet of space used for restaurant use, and we show approximately 650 square feet of such use. That equates to a need for 5 off street parking spaces. Our building is typical of most in town properties that entirely occupy the land footprint. Therefore, we are requesting a variance from the off site parking regulation to allow our building to be used as a neighborhood, family restaurant.

One of the reasons the space has not worked for retail use is the realignment of the intersection of Congress Street and Deering Avenue, and creation of the Bramhall Square Park. Until recently there were stores in all the buildings on this corner with street parking in front. When the intersection was changed, the interest in retail use also had a negative change.

We have not been able to find a retail user for this space, and have has significant restaurant interest. The chosen restaurant intends to serve the local neighborhood with a family friendly environment. We believe it is a needed service for the local area that will attract local walking customers who will not require typical parking demands usually thought of for restaurants.

Furthermore, there is a restaurant next door with a different menu offering, so the use is consistent with adjacent uses, and will broaden the food options for the neighborhood.

At this point, the owner is very frustrated with the lack of available tenants for the premises. Please consider this request in light of the facts we have presented, and we will answer any questions that will help your analysis of this problem.

Very Truly Yours,

A handwritten signature in black ink, appearing to be 'A. Fishman', written in a cursive style.

Alan M. Fishman, President
Fishman Realty Group



2 Cotton Street, Portland, Maine 04101 / PO Box 15430, Portland, Maine 04112-5430 / Phone: (207) 775-6561 / Fax: (207) 871-0914

March 15, 2008

To: Aboli Abu

From: Alan Fishman

Subject: 3 Deering Avenue, Portland

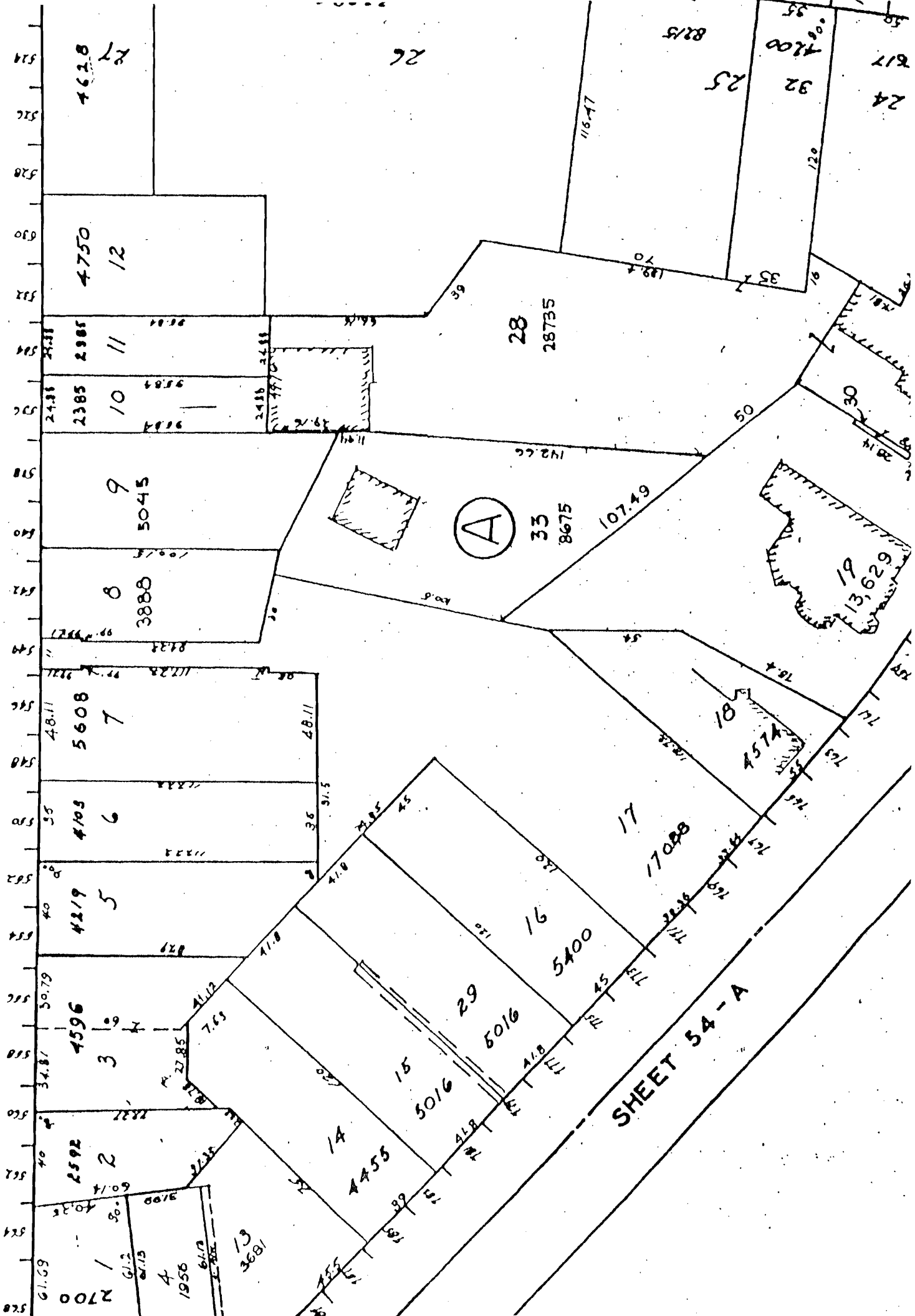
Halima,

As managing agent for 3-5 Deering Avenue, Portland, we have agreed to a lease of the ground floor premises for use as an eating and take out establishment.

This letter may be used to apply for any licenses or permits from the City of Portland

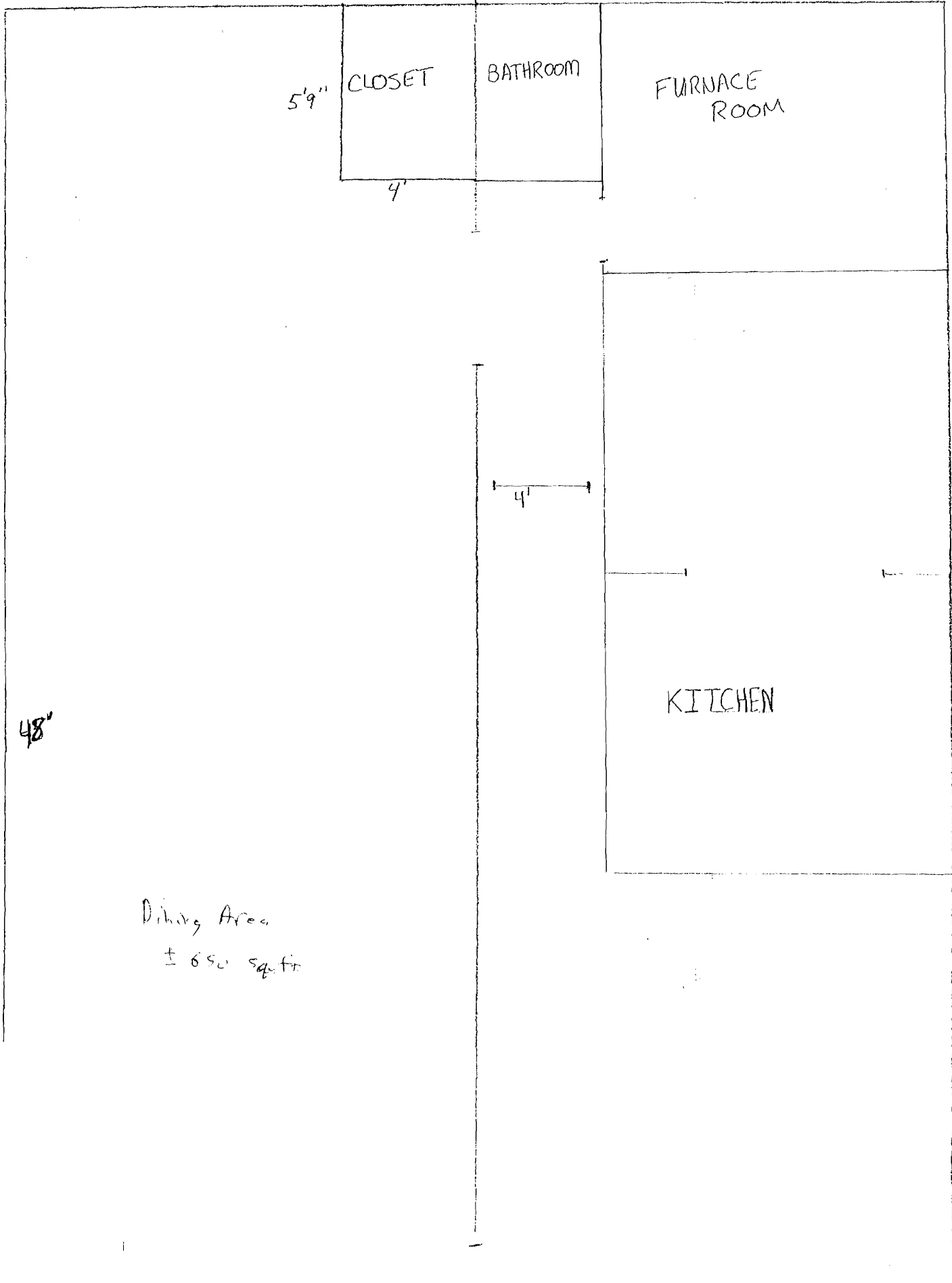
Alan Fishman

CUMBERLAND



Portland, ME

3-5 Deering Ave.
Floor Plan



5'9"
CLOSET
4'

BATHROOM

FURNACE
ROOM

4'

KITCHEN

48'

Dining Area
± 650 sq. ft.