

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT

This is to certify that DUC N HO/FERNANADO SALDANA

Located At 249 ST JOHN ST

Job ID: 2012-11-5456-SIGN

CBL: 064- D-006-001

has permission to reface 3' x 4' face panels in box sign attached to building provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

N/A

**Fire Prevention Officer**

11/29/12

**Code Enforcement Officer / Plan Reviewer**

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
PENALTY FOR REMOVING THIS CARD**

## BUILDING PERMIT INSPECTION PROCEDURES

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

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

### Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



# PORTLAND MAINE

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Director of Planning and Urban Development  
Jeff Levine

Job ID: 2012-11-5456-SIGN

Located At: 249 ST JOHN ST

CBL: 064- D-006-001

## **Conditions of Approval:**

### **Building**

1. Signage and Awning Installation to comply with Chapters 16 (Structural Loads), 31 (Materials) & 32 (ROW Height & Encroachments) of the IBC 2009 building code.

# City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-11-5456-SIGN	Date Applied: 11/26/2012	CBL: 064- D-006-001	
Location of Construction: 249 ST JOHN ST	Owner Name: DUC HO	Owner Address: 17 ALLEN RD SOUTH PORTLAND, ME 04106	Phone: 207-415-2626
Business Name: Taqueria Tequila	Contractor Name: Sunset Signs Inc.	Contractor Address: 134 Pleasant ST., Brunswick ME 04011	Phone: 207-721-8604
Lessee/Buyer's Name: Fernando Saldana	Phone: 207-449-8043	Permit Type: Signage - Permanent	Zone: B-2
Past Use: 1 <sup>st</sup> floor restaurant, 2 <sup>nd</sup> floor pawn shop & check cashing, 3 <sup>rd</sup> floor storage	Proposed Use: Same – restaurant – reface 3' x 4' face panel in box sign attached to building (perpendicular)	Cost of Work:	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> N/A	Inspection: Use Group: Type: Signature:
Proposed Project Description: reface 3' x 4' face panel in sign box		Pedestrian Activities District (P.A.D.) <i>ABU 11/29/12</i>	

Permit Taken By: Brad	<b>Zoning Approval</b>		
<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building Permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan  <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>OK 11/29/12</i> <i>ABU</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied  Date:	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in Dist 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>ABU</i>

### 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



# Signage / Awning Permit Application

Entered 11/26/12

If you or the property owner owes real estate or personal property taxes or any other charges on any property within the City, payment arrangement MUST be made before permits are accepted.

A 2012-11-5456-526N

Location/Address: <u>249 St. John St.</u>	OWNER Name/Address: <u>DUC HO 17 Allen Road, South Portland ME 04016</u>	Telephone: <u>207 415 2626</u>
Tax Assessor's Chart/Block/Lot (CBL): Chart: <u>004</u> Block: <u>Dod</u> Lot: <u></u>		
LEASEE/BUYER Name (if Applicable): <u>Fernando Saldaña</u> <u>249 St John Street</u> <u>Portland ME 04102</u>	CONTRACTOR name, address/phone: <u>SUNSET SIGNS INC.</u> <u>134 PLEASANT ST.</u> <u>BRUNSWICK ME 04011</u> <u>207-721-8604</u>	Total S.F. signage \$ <u>24</u> SF= <u>12</u> x \$2.00 SF + \$30 Fee: \$ <u>30</u> Historic (\$75): \$ <u></u> Awning Fee: \$ <u></u> TOTAL FEE: \$ <u>54</u>
Awning Fee = Cost of Work: \$ _____ (\$30/first \$1000; \$10 every other \$1000)		

Who should we contact when the permit is ready: Name: Fernando Saldaña Phone: 207 449 8043  
Address: 249 St John Street Portland ME 04102

Tenant/allocated building space frontage (in feet): Length: \_\_\_\_\_ Height: \_\_\_\_\_  
Lot frontage (in feet): \_\_\_\_\_ Single Tenant or Multi-Tenant Lot: \_\_\_\_\_

Current Specific Use: RESTAURANT / CHANGE OF NAME  
If vacant, what was prior use: \_\_\_\_\_  
Proposed Use: \_\_\_\_\_

RECEIVED  
NOV 26 2012  
Dept of Building Inspections  
City of Portland Maine

**Information on proposed sign(s)**  
 Freestanding (e.g. pole) sign? YES \_\_\_ NO \_\_\_ Dimensions proposed: \_\_\_\_\_ (sf); Height from grade: \_\_\_\_\_ sf  
 BLDG Wall Sign (attached to bldg.)? YES  NO \_\_\_ Dimensions proposed: 12 sf 3'x4' EXISTING NAME change  
 Proposed Awning: YES \_\_\_ NO \_\_\_ If yes, is awning backlit? YES \_\_\_ NO \_\_\_ refaced existing sign panels.  
 Height of awning \_\_\_\_\_ Length of awning \_\_\_\_\_ Depth of awning \_\_\_\_\_  
 Is there any communication, message, trademark or symbol on it? YES \_\_\_ NO \_\_\_  
 If yes, total square footage of panels with communication, message, trademark or symbol on it: \_\_\_\_\_ sf  
 And overlay →

**Information on existing and previously permitted signage:**  
 Freestanding (e.g. pole) sign? YES \_\_\_ NO \_\_\_ Dimensions proposed: \_\_\_\_\_ ft X \_\_\_\_\_ ft; Height from grade: \_\_\_\_\_  
 BLDG Wall Sign (attached to bldg.)? YES  NO \_\_\_ Dimensions proposed: 3 ft X 4 ft EXISTING = NAME CHANGE  
 Awning? YES \_\_\_ NO \_\_\_ total sq ft of panels with communication on it: \_\_\_\_\_ sf

A site sketch and building sketch showing exactly where existing and proposed signage is located MUST be provided. Sketches and/or pictures of proposed signage and existing building are also required.

Please submit all information outlined in the Sign/Awning Application Checklist. Failure to do so may result in the denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information, visit us on-line at [WWW.PORTLANDMAINE.GOV](http://WWW.PORTLANDMAINE.GOV), stop by the Building Inspections Office, room 315 City Hall, or call 207-874-8703.

I hereby certify 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 of Applicant: [Signature] Date: 11-20-12



# PORTLAND MAINE

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## Receipts Details:

**Tender Information:** Cash\$54.00

**Tender Amount:** 54.00

## Receipt Header:

**Cashier Id:** bsaucier

**Receipt Date:** 11/26/2012

**Receipt Number:** 50516

## Receipt Details:

Reference ID:	8846	Fee Type:	BP-Signs
Receipt Number:	0	Payment Date:	
Transaction Amount:	54.00	Charge Amount:	54.00
Job ID: Job ID: 2012-11-5456-SIGN - Signage face change			
Additional Comments: 249 St John St.			

Thank You for your Payment!





OFFICE  
FOR RENT  
409 5524

LABOR TO LABOR, LLC  
EMPLOYMENT SERVICES  
TEL: 207 877 2623 FAX: 207 877 2623

Cuisine  
Tel: 207-

249

3x4

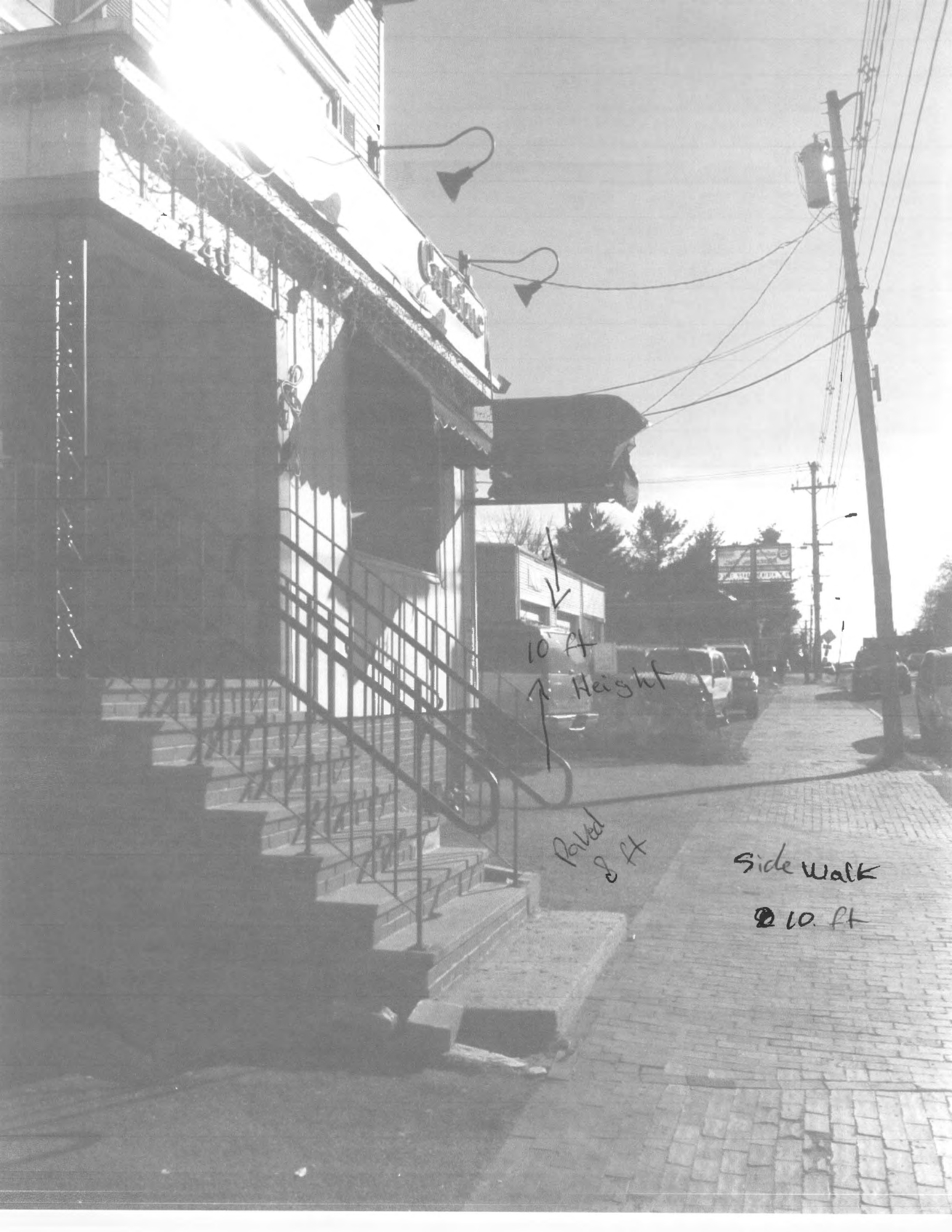
10 ft  
5 ins

→ 20 ←

Paved 8 ft  
10 ft

Street





10 ft

↑ Height

Paved  
8 ft

Side Walk

10 ft

LABOR TO LABOR, LL  
EMPLOYMENT SERVICES  
TEL: 207-775-3626 FAX: 207-775-3633

OFFICE  
207-775-3626

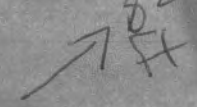
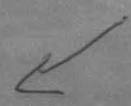
Height 110  
110

Height 110  
110

Paved  
8 ft

Side walk  
10 ft

10 ft



*Sabor Latino*  
RESTAURANT



774-7773

LABOR SERVICES



WV

*Sabor Latino*  
RESTAURANT



774-7773

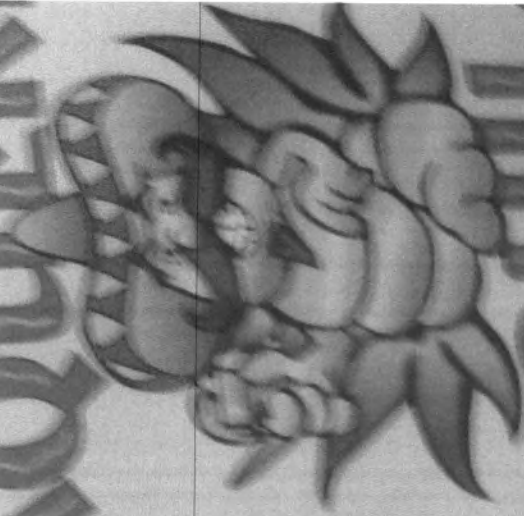
**TAQUERIA**



**TEQUILLA**

MEXICAN FOOD

**TAQUERIA**



**TEQUILLA**

MEXICAN FOOD

# COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into December 1, 2011, by and between Duc Ho and Yem Le, whose address is 17 Allen Road, South Portland, ME 04106 (hereinafter referred to as "Landlord"), and:

Fernando Saldana  
164 Pleasant ST  
Brunswick, ME; 04011  
(hereinafter referred to as "Tenants").

## ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenants, does hereby lease to the Tenants and the Tenants does hereby lease and take from the Landlord the first floor, second floor and one-half of the third floor of the building located at 249 St. John Street, Portland, ME 04102 together with, as part of the parcel, all improvements located thereon and those additional items listed in Schedule A attached hereto.

## ARTICLE II - LEASE TERM

**Section 1. Total Term of Lease.** The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on November 30, 2013.

**Section 2. Commencement Date.** The "Commencement Date" shall mean December 1, 2011.

## ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

## ARTICLE IV - DETERMINATION OF RENT

The Tenants agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenants, rent at the following rates and times:

**Section 1. Annual Rent.** Annual rent for the term of the Lease shall be Thirty Six Thousand Six Hundred Dollars (\$36,500.00).

**Section 2. Payment of Yearly Rent.** The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be Three Thousand Fifty Dollars (\$3050.00), on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of

## ARTICLE XI - USE OF PROPERTY BY TENANTS

**Section 1. Use.** The Leased Premises may be occupied and used by Tenants for any purposes not contrary to law.

Nothing herein shall give Tenants the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

## ARTICLE XII - SIGNAGE

**Section 1. Exterior Signs.** Tenants shall have the right, at their sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if they shall so elect signs on any portion of the Leased Premises, providing that Tenants shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

**Section 2. Interior Signs.** Tenants shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## ARTICLE XIII - INSURANCE

**Section 1. Insurance Proceeds.** In the event of any damage to or destruction of the Leased Premises, Tenants shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenants jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenants if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

- a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
- b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
- c. the certificate of a supervising architect (selected by Landlord and Tenants and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenants and any institutional first mortgagee in