

**BZA APPLICATION FORM**

**GENERAL INFORMATION**

The undersigned hereby petitions the Board of Zoning Appeal for the following:

Special Permit:  Variance: \_\_\_\_\_ Appeal: \_\_\_\_\_

PETITIONER: AM AMERICAN International inc / NADER MICHAEL  
PETITIONER'S ADDRESS: 839 Boston post Rd Weston MA (president)  
LOCATION OF PROPERTY: 187 Hampshire Street 02139 Cambridge  
TYPE OF OCCUPANCY: Restaurant/pizzeria ZONING DISTRICT: BA

**REASON FOR PETITION:**

- |  |  |
|--|--|
| <input type="checkbox"/> Additions   | <input type="checkbox"/> New Structure |
| <input checked="" type="checkbox"/> Change in Use/Occupancy  | <input type="checkbox"/> Parking       |
| <input type="checkbox"/> Conversion to Addi'l Dwelling Unit's  | <input type="checkbox"/> Sign          |
| <input type="checkbox"/> Dormer  | <input type="checkbox"/> Subdivision   |
| <input checked="" type="checkbox"/> Other: <u>FAST Food RESTAURANT / Pizzeria</u><br><u>chang. occupancy</u> |  |


**DESCRIPTION OF PETITIONER'S PROPOSAL:**

To occupy A vacant PIZZA RESTAURANT AFTER  
the previous owner left, and take over  
the same space and to operate the same  
kind of food service as previous owner did.

**SECTIONS OF ZONING ORDINANCE CITED:**

Article 4 Section 35(0)  
Article 11 Section 30  
Article \_\_\_\_\_ Section \_\_\_\_\_

Applicants for a **Variance** must complete Pages 1-5  
Applicants for a **Special Permit** must complete Pages 1-4 and 6  
Applicants for an **Appeal** to the BZA of a Zoning determination by the  
Inspectional Services Department must attach a statement concerning the reasons  
for the appeal

Original Signature(s):   
(Petitioner(s)/Owner)  
NADER MICHAEL (president)  
(Print Name)

Address: 839 Boston post Rd  
Weston MA 02493

Tel. No.: (781) 330 9857

E-Mail Address: Nadermich2@hotmail.com

Date: 4/13/2016

**BZA APPLICATION FORM - OWNERSHIP INFORMATION**

To be completed by OWNER, signed before a notary and returned to The Secretary of the Board of Zoning Appeals.

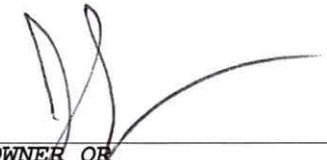
I/We Jeremy Seeger (OWNER)

Address: 148 Oakley Rd, Belmont, MA 02478

State that I/We own the property located at 187 Hampshire St., which is the subject of this zoning application. Cambridge, MA 02478

The record title of this property is in the name of Jeremy Seeger


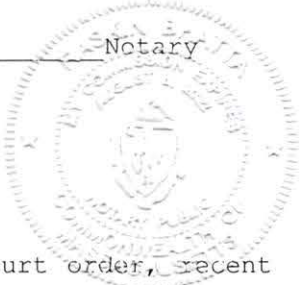

\*Pursuant to a deed of duly recorded in the date 11/3/15, Middlesex South County Registry of Deeds at Book 64787, Page 379; or Middlesex Registry District of Land Court, Certificate No. \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_.

  
\_\_\_\_\_  
SIGNATURE BY LAND OWNER OR AUTHORIZED TRUSTEE, OFFICER OR AGENT\*

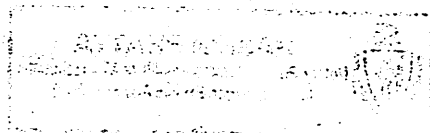
\*Written evidence of Agent's standing to represent petitioner may be requested.

-----  
Commonwealth of Massachusetts, County of Middlesex

The above-name Jeremy Seeger personally appeared before me, this 14 of April, 2016, and made oath that the above statement is true.

My commission expires \_\_\_\_\_  Notary Seal).   
 **RASKIN BHATTA**  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires August 5, 2022

- If ownership is not shown in recorded deed, e.g. if by court order, recent deed, or inheritance, please include documentation.



BZA APPLICATION FORM

DIMENSIONAL INFORMATION

APPLICANT: NADEER MICHAEL PRESENT USE/OCCUPANCY: RESTAURANT, pizzeria & Residential/office  
 LOCATION: 187 Hampshire Street ZONE: BA  
 PHONE: (781)330-9857 REQUESTED USE/OCCUPANCY: FAST Food RESTAURANT

	<u>EXISTING</u> <u>CONDITIONS</u>	<u>REQUESTED</u> <u>CONDITIONS</u>	<u>ORDINANCE</u> <u>REQUIREMENTS</u> <sup>1</sup>	<u>VIA S.P.</u>
<u>TOTAL GROSS FLOOR AREA:</u>	<u>3578</u>	<u>3568</u>	<u>5115</u>	(max.)
<u>LOT AREA:</u>	<u>5115</u>		<u>-</u>	(min.)
<u>RATIO OF GROSS FLOOR AREA TO LOT AREA:</u> <sup>2</sup>	<u>.7</u>	<u>.7</u>	<u>1</u>	(max.)
<u>LOT AREA FOR EACH DWELLING UNIT:</u>	<u>5115</u>	<u>5115</u>	<u>600</u>	(min.)
<u>SIZE OF LOT:</u>				
WIDTH	<u>41</u>		<u>-</u>	(min.)
DEPTH				
<u>Setbacks in Feet:</u>				
FRONT	<u>8</u>	<u>8</u>	<u>-</u>	(min.)
REAR	<u>0</u>	<u>0</u>	<u>20</u>	(min.)
LEFT SIDE	<u>0</u>	<u>0</u>	<u>-</u>	(min.)
RIGHT SIDE	<u>0</u>	<u>0</u>	<u>-</u>	(min.)
<u>SIZE OF BLDG.:</u>				
HEIGHT	<u>18/24</u>	<u>18/24</u>	<u>35</u>	(max.)
LENGTH				
WIDTH				
<u>RATIO OF USABLE OPEN SPACE TO LOT AREA:</u> <sup>3</sup>	<u>0</u>	<u>0</u>	<u>15</u>	(min.)
<u>NO. OF DWELLING UNITS:</u>	<u>1</u>	<u>1</u>	<u>8</u>	(max.)
<u>NO. OF PARKING SPACES:</u>	<u>2</u>	<u>2</u>	<u>1</u>	(min./max)
<u>NO. OF LOADING AREAS:</u>	<u>-</u>	<u>-</u>	<u>-</u>	(min.)
<u>DISTANCE TO NEAREST BLDG. ON SAME LOT:</u>	<u>34</u>	<u>34</u>	<u>10</u>	(min.)

Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

2 Building on same lot  
special permit to rear building which  
the previous owner operates same kind  
of Food service / front building Residential/office

1. SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.

BZA APPLICATION FORM

SUPPORTING STATEMENT FOR A SPECIAL PERMIT

Please describe in complete detail how you meet each of the following criteria referring to the property and proposed changes or uses which are requested in your application. Attach sheets with additional information for special permits which have additional criteria, e.g.; fast food permits, comprehensive permits, etc., which must be met.

Granting the Special Permit requested for \_\_\_\_\_ (location) would not be a detriment to the public interest because:

- A) Requirements of the Ordinance can or will be met for the following reasons:

The Location is in a business zone surrounded by commercial uses

- B) Traffic generated or patterns of access or egress would not cause congestion hazard, or substantial change in established neighborhood character for the following reasons:

No traffic or congestion will be created

- C) The continued operation of or the development of adjacent uses as permitted in the Zoning Ordinance would not be adversely affected by the nature of the proposed use for the following reasons:

The operation will not adversely alter the neighborhood.

- D) Nuisance or hazard would not be created to the detriment of the health, safety and/or welfare of the occupant of the proposed use or the citizens of the City for the following reasons:

No nuisance created

- E) For other reasons, the proposed use would not impair the integrity of the district or adjoining district or otherwise derogate from the intent or purpose of this ordinance for the following reasons:

It is an existing PIZZA fast food

(ATTACHMENT B - PAGE 6)

& PROPOSAL is for a new owner,

**BZA APPLICATION FORM**

**GENERAL INFORMATION**

The undersigned hereby petitions the Board of Zoning Appeal ~~2016~~ **2016 APR 14 PM 3:48** the following:

Special Permit:  Variance:

Appeal:   
OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

PETITIONER: AM AMERICAN INTERNATIONAL INC / NADER MICHAEL (president)

PETITIONER'S ADDRESS: 839 BOSTON POST RD WESTON MA 02493

LOCATION OF PROPERTY: 187 HAMPSHIRE CAMBRIDGE MA 02139

TYPE OF OCCUPANCY: RESTAURANT/pizzeria ZONING DISTRICT: BA

**REASON FOR PETITION:**

- |  |  |
|--|--|
| <input type="checkbox"/> Additions                                 | <input type="checkbox"/> New Structure |
| <input checked="" type="checkbox"/> Change in Use <u>Occupancy</u> | <input type="checkbox"/> Parking       |
| <input type="checkbox"/> Conversion to Add'l Dwelling Unit's       | <input type="checkbox"/> Sign          |
| <input type="checkbox"/> Dormer                                    | <input type="checkbox"/> Subdivision   |

Other: FAST Food RESTAURANT/pizzeria CHANG of OCCUPANCY

**DESCRIPTION OF PETITIONER'S PROPOSAL:**

To occupy a VACANT PIZZA RESTAURANT After the previous owner left, and take over the same space and to operates the same kind of food service as previous owner did.

**SECTIONS OF ZONING ORDINANCE CITED:**

Article 4 Section 35

Article 11 Section 30

Article \_\_\_\_\_ Section \_\_\_\_\_

Applicants for a **Variance** must complete Pages 1-5

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Original Signature(s):

  
(Petitioner(s)/Owner)

NADER MICHAEL (president)  
(Print Name)

Address:

839 BOSTON POST RD  
WESTON MA 02493

Tel. No.:

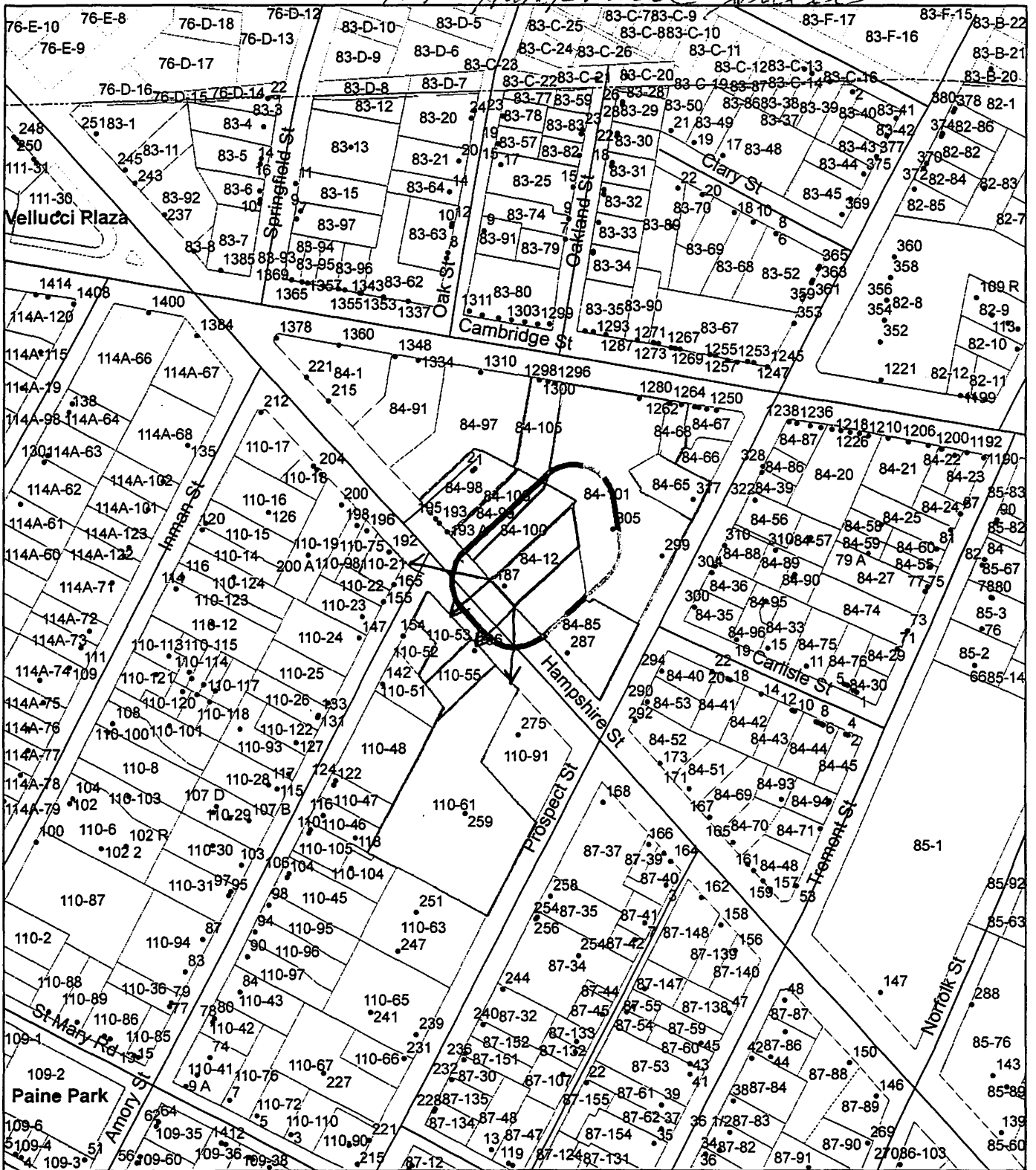
(781) 330 9857

E-Mail Address:

Nadermich2@hotmail.com

Date: 4/13/2016

187 Hampshire Street

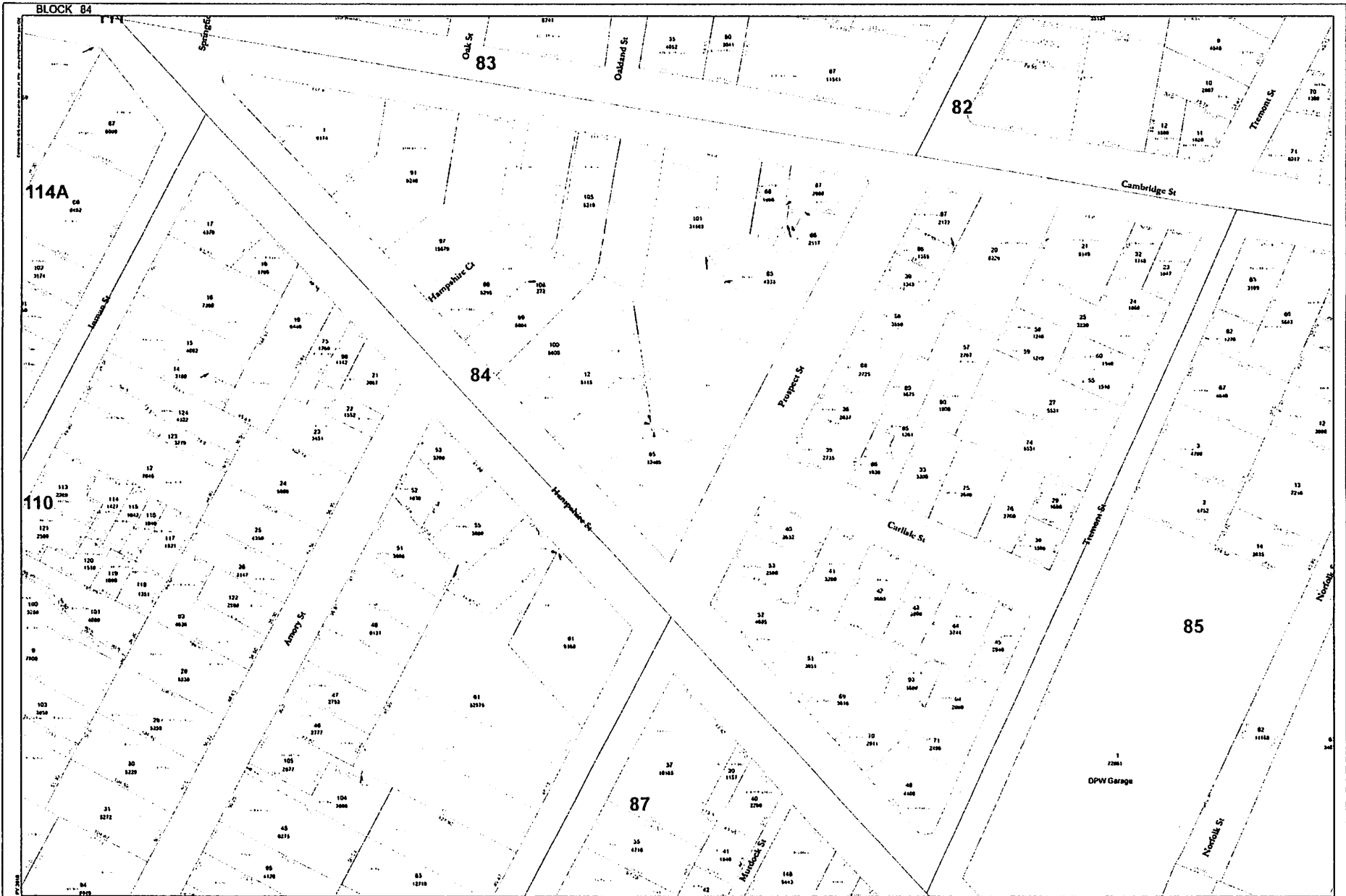


### City of Cambridge Parcel Map

795 Massachusetts Ave., Cambridge, MA 02139  
 (617) 349-4000 or [www.cambridgema.gov/Assessor](http://www.cambridgema.gov/Assessor)



200 Feet



City of Cambridge  
Assessing Department  
795 Massachusetts Ave.  
Cambridge, MA 02139

- Buildings
- Lot Line
- Block Line
- City Boundary
- Water
- Sub-Parcel Line
- Easement
- Railway

10 Lot Number  
84 Block Number  
10 Cam Street Number  
100 Parcel size in Sq. Ft.  
44.01 Land Count Dimension  
65.0 Survey Dimensions  
Deed Dimension

DISCLAIMER  
All data presented on this map was compiled from the Assessor's Tax Map  
dated 10/15/10 and modified by the City Assessor's Office and the Department  
of Public Works. The City of Cambridge is not responsible for any errors or  
omissions. The City of Cambridge reserves the right to modify the information on this map.



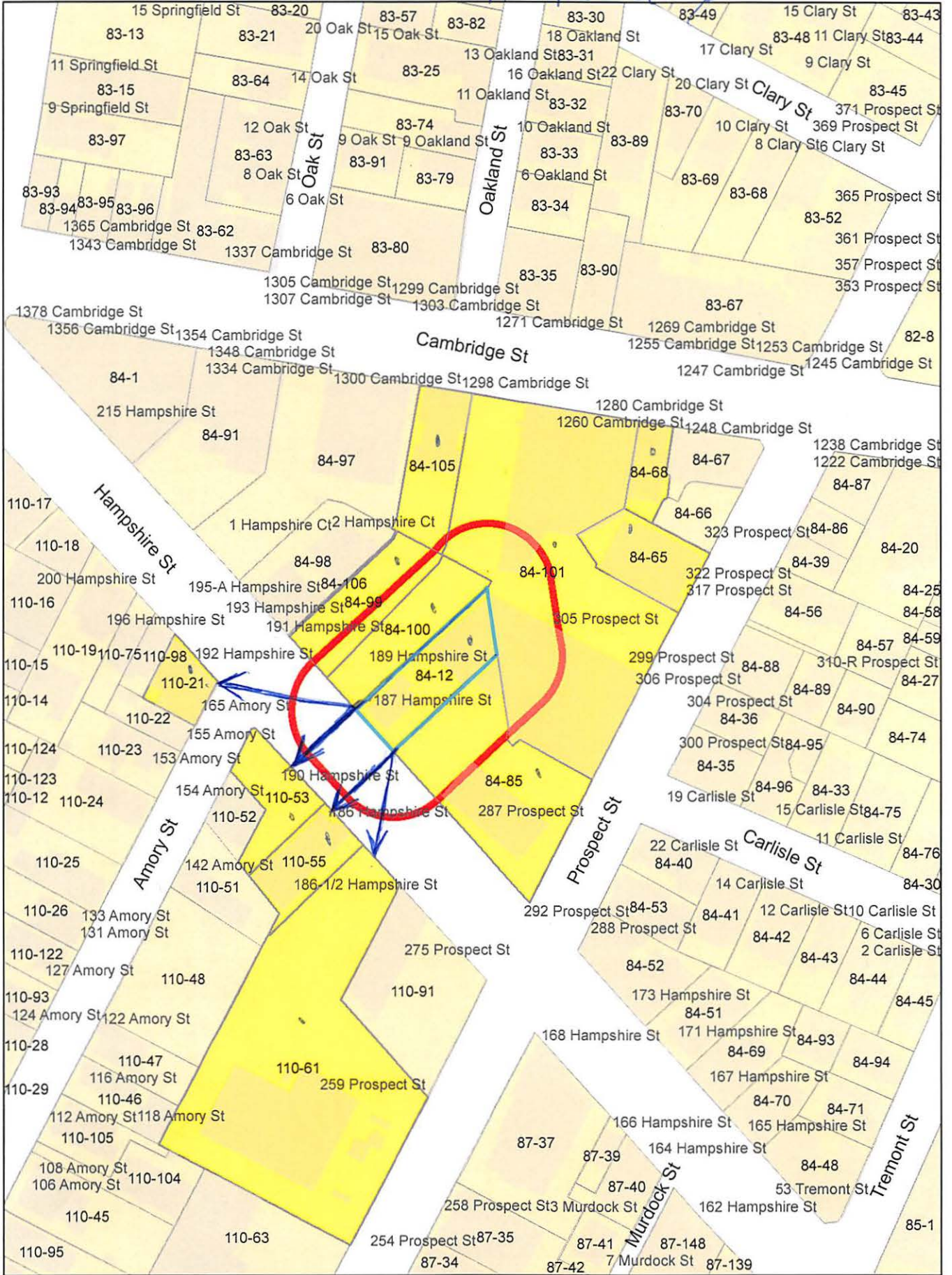
0 25 50 100 Feet  
1 inch = 35 feet



Parcel Block Map  
**84**



187 Hampshire St.



187 Hampshire St .

*Petitioner*

84-105  
CARMICHAEL, NOEL B. & EUNICE CARMICHAEL  
TARBOT VALLEY REALTY TRUST  
C/O EUNICE CARMICHAEL  
29 LAKE SHORE DR.  
STERLING, MA 01564

110-21  
MITCHELL, GARY J. & CHESTER D. MITCHELL  
TRS OF THE SHAMROCK REALTY TRUST  
1334 CAMBRIDGE ST  
CAMBRIDGE, MA 02139

A M AMERICAN INTERNATIONAL INC.  
C/O NADER MICHAEL, PRESIDENT  
839 BOSTON POST RD.  
WESTON, MA 02493

84-68  
WAYNE WILSON & LAURA SALTZ  
1262-1264 CAMBRIDGE ST. - UNIT #2  
CAMBRIDGE, MA 02140

84-68  
LUC, JOSEPH C. & SUZE C. LUC  
& CITY OF CAMBRIDGE TAX TITLE  
364 HIGH STREET  
MEDFORD, MA 02155

84-85  
MERIT OIL OF MASSACHUSETTS, INC.  
C/O AMERADA HESS CORPORATION  
PROPERTY TAX DEPT. - 21502  
ONE HESS PLAZA  
WOODBIDGE, NJ 07095

84-99-100  
SECOND HAMPSHIRE STREET, LLC  
1334 CAMBRIDGE STREET  
CAMBRIDGE, MA 02138

84-65  
CAMBRIDGE COMMUNITY HOUSING, INC.  
C/O WINN MANAGEMENT CO.  
6 FANEUIL HALL MARKETPLACE  
BOSTON, MA 02109

84-101  
KO, NAI NAN & JULIA KOANG SHIH KO,  
TRS. OF K & K REALTY TRUST  
40 TABOR HILL RD.  
LINCOLN, MA 01793

84-68  
TANG, MING & ELIZABETH LIU  
1262-1264 CAMBRIDGE ST., #1  
CAMBRIDGE, MA 02139

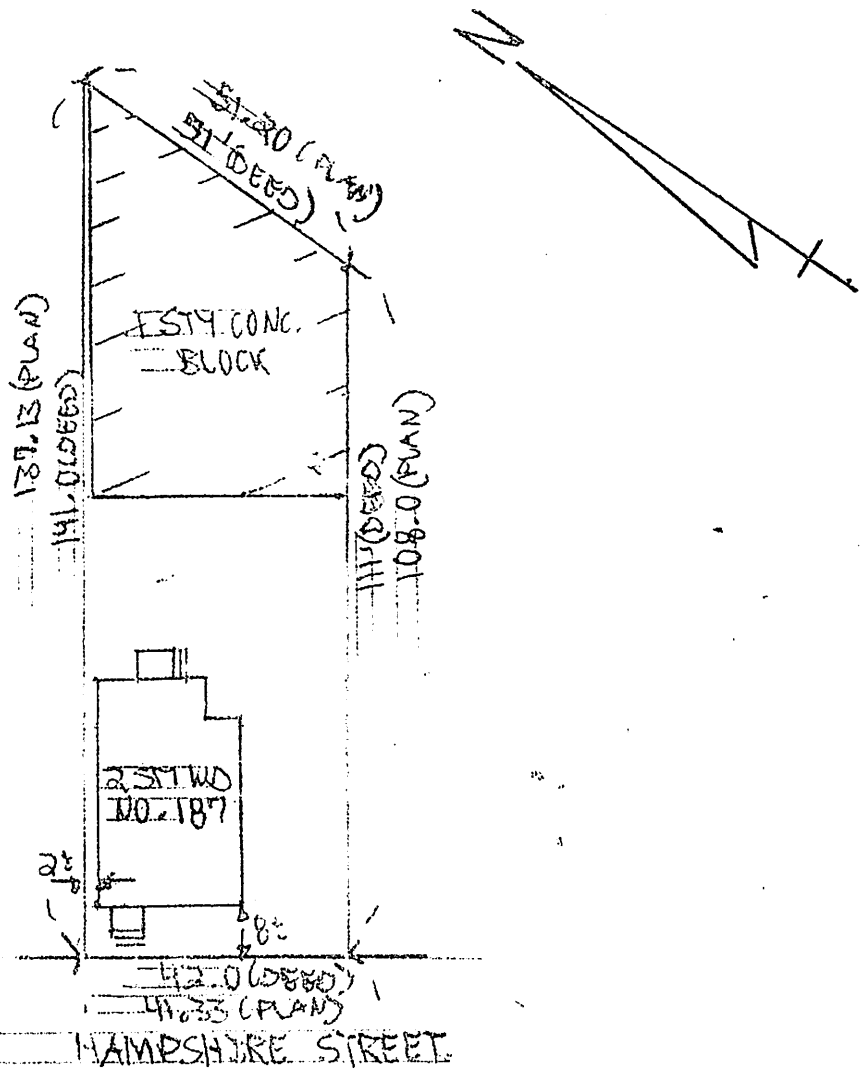
110-53  
HAMPSHIRE ST REALTY LLC  
1334 CAMBRIDGE ST  
CAMBRIDGE, MA 02142

110-61  
CAMBRIDGE ELECTRIC LIGHT CO  
C/O NSTAR ELECTRIC CO  
PROPERTY TAX DEPT, P.O. BOX 270  
HARTFORD, CT 06141

84-68  
WAY, DAVID E.  
1262-1264 CAMBRIDGE ST., UNIT #3  
CAMBRIDGE, MA 02139

110-55  
GRANT HAMPSHIRE LLC  
186 HAMPSHIRE ST  
CAMBRIDGE, MA 02139

84-12  
HAMPSHIRE 187, LLC  
C/O SEEGER, JEREMY  
187 HAMPSHIRE ST  
CAMBRIDGE, MA 02139

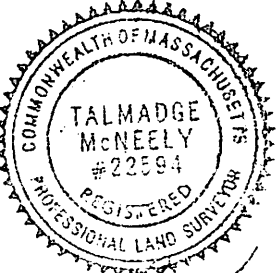


NOTE: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PREMISES SHOWN ON THIS PLAN ARE NOT LOCATED WITHIN THE FLOOD HAZARD ZONE AS DELINEATED ON THE MAP OF COMMUNITY MASS. EFFECTIVE 250170-576 6-1-2011 BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION.

NOTE: THIS IS A TAPE SURVEY NOT TO BE USED FOR ESTABLISHING PROPERTY LINES, HEDGES, OR ANY PURPOSE OTHER THAN ITS ORIGINAL INTENT. THIS PLAN WAS DRAWN FOR MORTGAGE PURPOSES ONLY. NOT TO BE RECORDED.

THE LOCATION OF THE DWELLING AS SHOWN HEREON EITHER WAS IN COMPLIANCE WITH THE LOCAL ZONING BYLAWS IN EFFECT WHEN CONSTRUCTED (WITH RESPECT TO STRUCTURAL SETBACK REQUIREMENTS ONLY), OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER M.G.L. TITLE VII, C.40A, §7.

I CERTIFY THAT THE BUILDING SHOWN ON THIS PLAN IS ON THE GROUND AS SHOWN.



COUNTY: MIDDLESEX  
 PLAN: 141 OF 1988

**MORTGAGE INSPECTION PLAN**

L.G. BRACKETT COMPANY, INC.  
 WINCHESTER, MA

PLAN OF PROPERTY IN

CAMBRIDGE, MA

OWNED BY

HAMPSHIRE 187, LLC

I CERTIFY THIS PLAN TO

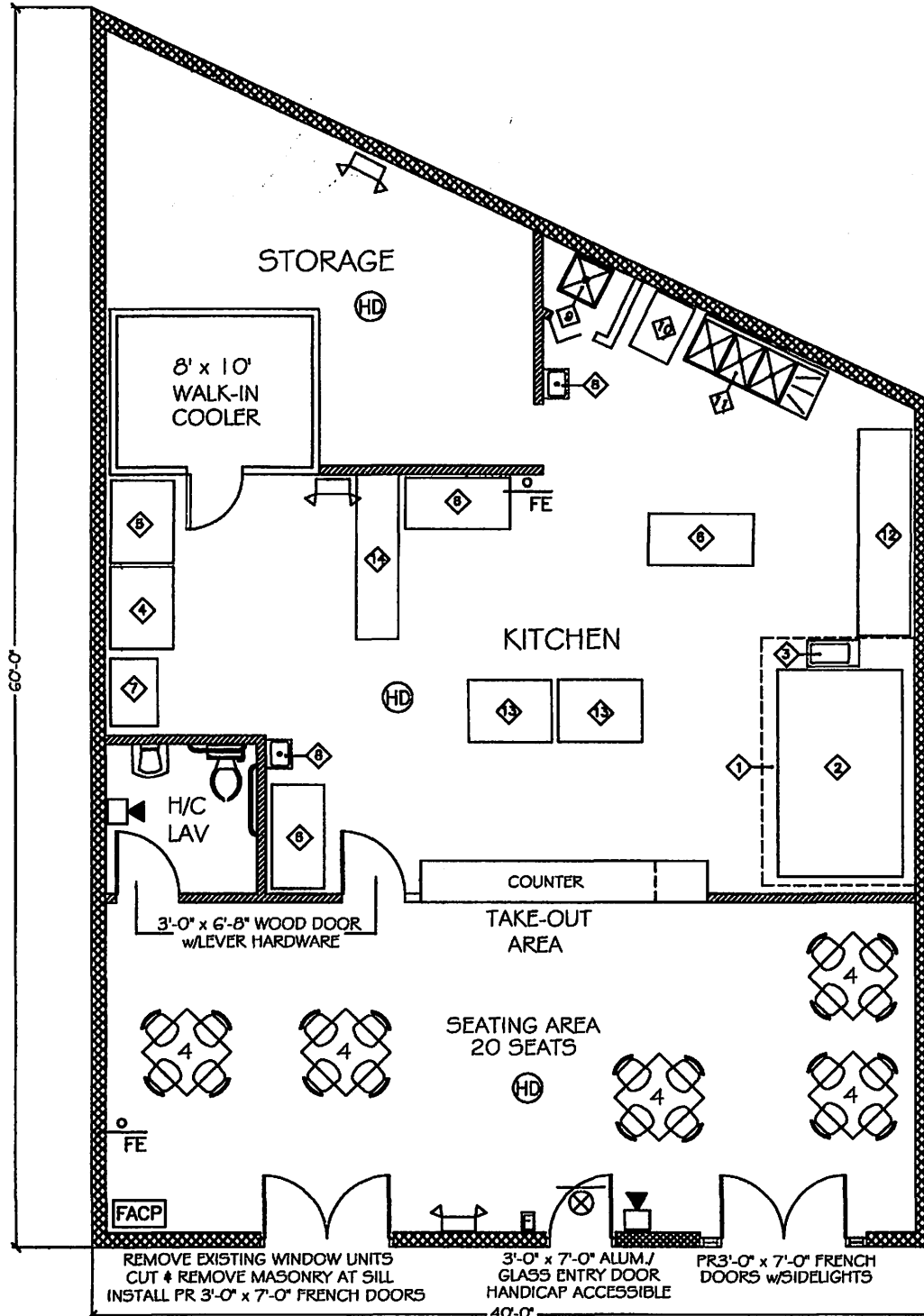
WARRIFIELD CO-OPERATIVE

SCALE: 1" = 730'

DATE: 12-30-14

DATE OF PLAN: 1-22-1988  
9-28-1842  
 PLAN BY: FRED W. GOULD  
VALDORF GGSN/SON

Revised 05/02/11



**KITCHEN EQUIPMENT SCHEDULE**

- 1 12' STAINLESS STEEL EXHAUST HOOD & DUCT WITH ANSUL FIRE SUPPRESSION SYSTEM
- 2 PIZZA OVEN
- 3 FRYOLATOR
- 4 STAINLESS STEEL REFRIGERATOR
- 5 STAINLESS STEEL FREEZER
- 6 (3) STAINLESS STEEL WORKTABLE
- 7 DOUGH MIXER
- 8 STAINLESS STEEL HAND SINK
- 9 SLOP SINK
- 10 BFO DIPPER GREASE REMOVAL SYSTEM
- 11 3-BAY S.S. SINK w/ DRAINBOARD RIGHT
- 12 S.S. WORKTOP PIZZA PREP REFRIGERATOR
- 13 SODA COOLERS
- 14 24" COUNTER FOR PHONE ORDERS & COMPUTER

**FIRE SAFETY**

- EMERGENCY LIGHT
- EXIT SIGN
- WALL MOUNTED FIRE EXTINGUISHER (ABC TYPE IN DINING SPACE) (K TYPE TO BE INSTALLED IN KITCHEN)
- FIRE ALARM CONTROL PANEL
- FIRE ALARM PULL BOX
- HEAT DETECTOR
- HORN STROBE UNIT

NOTE: NEW LOCAL FIRE ALARM SYSTEM TO BE INSTALLED PER LOCAL FIRE MARSHAL REQUIREMENTS BY LICENSED ELECTRICIAN. (NEW ANSUL SYSTEM TO BE TIED INTO FIRE ALARM)

**INTERIOR FINISHES**

- FLOORING :** NEW 12x12 COMMERCIAL CERAMIC TILE THROUGHOUT
- WALLS :** EXTERIOR MASONRY WALLS TO BE FURRED OUT w/ 2 x 4 WOOD STUDS, BATT INSULATION AND 5/8" GYPSUM BOARD COVERING. ALL WALLS TO HAVE TILE COVERING. STAINLESS STEEL PANEL TO BE INSTALLED BEHIND EXHAUST HOOD.
- CEILINGS :** NEW 2' x 4' SUSPENDED ACOUSTIC TILE CEILING THROUGHOUT - KITCHEN AREA TO HAVE WASHABLE TILES.
- NEW PARTITIONS - 2 x 4 WOOD STUDS @ 16" O.C. w/ 5/8" GYPSUM BOARD COVERING BOTH SIDES

TOTAL BUILDING AREA : 2,020 S.F.  
DINING AREA : 618 S.F.  
KITCHEN AREA : 854 S.F.

PROPOSED PIZZA RESTAURANT: 187 HAMPSHIRE STREET CAMBRIDGE, MA.	DATE: 4-8-11 DRAWN: MCM CHECKED: REVISED: 4-29-11
<b>MCM DESIGN</b> ARCHITECTURAL DESIGN & CONSULTANT RESIDENTIAL/COMMERCIAL PLANNING	
MCM PROJECT NO.	SHEET NO. A-1

**PROPOSED FLOOR PLAN**

SCALE : 1/4" = 1'-0"

REMOVE EXISTING WINDOW UNITS  
CUT & REMOVE MASONRY AT SILL  
INSTALL PR 3'-0" x 7'-0" FRENCH DOORS

3'-0" x 7'-0" ALUM./ GLASS ENTRY DOOR  
HANDICAP ACCESSIBLE

PR 3'-0" x 7'-0" FRENCH DOORS w/ SIDELIGHTS

Lease of 187 Hampshire Street, Cambridge, MA 02139

4-1-16

1. PARTIES (*fill in*): LESSOR, which expression shall include Jeremy Seeger heirs, successors, and assigns where the context so admits, does hereby lease to

2. PREMISES (*fill in*): LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

The entire rear building at 187 Hampshire Street. The tenant shall have right to access the Premises over a driveway area between the Premises and Hampshire Street.

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.

3. TERM (*fill in*): The term of this lease shall be for 5 years commencing on ~~June 15, 2016~~ see 28 c.

and ending on see 28 c. ~~April 30<sup>th</sup>, 2021~~ LESSEE has an option to renew for and an additional five years if he notifies LESSOR within ninety (90) days before the end of the initial five year term that they wish to renew.

4. RENT (*fill in*): The LESSEE shall pay to the LESSOR rent payable in advance in monthly installments of \$5,000 for the first two years. For the remainder of the term of this lease and any subsequent renewal term, the fixed monthly rent will be as follows:

- a. Year 3 - \$5,150.00
- b. Year 4 - \$5,304.50
- c. Year 5 - \$5,463.64
- d. Year 6 - \$5,627.54
- e. Year 7 - \$5,796.37
- f. Year 8 - \$5,970.26
- g. Year 9 - \$6,149.37
- h. Year 10 - \$6,333.85

~~The~~ The Lessee shall have two additional five year options to extend with annual rent increases for those additional years to be CPI, or 3% per year.

5. ADDITIONAL RENT (*fill in*): LESSEE is also responsible 50% of sewer/water bill, and 50% of real estate taxes to be payable in advance monthly.

6. SECURITY DEPOSIT: Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$10,000 dollars which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE as the end of the lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof, normal wear and tear excepted.

7. UTILITIES: The LESSEE 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, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. In addition, the LESSEE will be responsible for 50% of water/sewer bill. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning\* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning\* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours as is customary in similar buildings 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 the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement of this lease. In the event the LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES (*fill in*): The LESSEE shall use the leased premises only for the purpose of full service restaurant serving breakfast, lunch and dinner including coffee and pastries with takeout and delivery Pizza Shop. Tenant agrees that during the term of this Lease all of the Premises will be used for the operation of its business only. Tenant will procure and maintain in full force and effect all licenses and permits which may be required for any use made of the Premises.

9. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit

to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible, or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the American with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

10. FIRE INSURANCE: The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
11. MAINTENANCE: The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is 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 is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

The LESSEE is responsible for maintaining the HVAC system. If it fails completely, the LESSOR is responsible for replacing it, except if the HVAC has failed due to LESSEE negligence or misuse.

The LESSEE is responsible for trash removal and snow removal ~~and trash removal for the property in the driveway and part of sidewalk leading to premises.~~

12. SIGNS: LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. Prior to installing signs, LESSEE shall obtain (and maintain in full force and effect) all necessary governmental permits and approvals. LESSEE shall maintain signs in a good and slightly condition. LESSEE shall pay for all costs of electricity and maintenance of signs.
13. ALTERATIONS – ADDITIONS: The LESSEE shall not make structural alteration or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any Alteration or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

14. ASSIGNMENT – SUBLEASING: The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
15. SUBORDINATION: This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when 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, deeds of trust or other such instruments in the nature of a mortgage.
16. LESSOR's ACCESS: The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property which the leased premises are a part and keep the same so affixed without hindrance or molestation.
17. INDEMNIFICATION AND LIABILITY (*fill in*): The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks and driveway bordering upon the leased premises shall be LESSEE responsibility.

18. **LESSEE'S LIABILITY INSURANCE** (*fill in*): The Lessee shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$2,000,000 with property damage insurance in limits of \$500,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR 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 cancelled without at least ten (10) days prior to written notice to each assured named therein.
19. **FIRE, CASUALTY – EMINENT DOMAIN**: Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate the lease if the costs of restoring the premises exceeds \$100,000 and the LESSOR decides to sell the premises. ~~OR~~ Otherwise, the LESSEE may reoccupy the premises and resume the lease when the repairs are completed. ~~and~~ When such fire, casualty, or taking renders the leased premises, substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
- The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
  - The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within one hundred and eighty (180) days of said fire, casualty, or taking.
- The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
20. **DEFAULT AND BANKRUPTCY** (*fill in*): In the event that:
- The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
  - The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
  - The LESSEE shall be declared bankrupt or insolvent according to the law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
- then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of the lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 18% percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
21. **NOTICE** (*fill in*): Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed fully served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises. LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 148 Oakley Road, Belmont, MA 02478
22. **SURRENDER**: The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
23. **BROKERAGE** (*fill in or delete*): The Broker(s) named herein William Senne
- Warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provision to which he (they) agree(s) in writing.

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of

\$2,500

or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.

- 24. ~~CONDITION OF PREMISES~~: Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.
- 25. FORCE MAJEURE: In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in the case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
- 26. LATE CHARGE: If rent or other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.
- 27. LIABILITY OF OWNER: No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
- 28. OTHER PROVISIONS: It is also understood that:
  - a. Landlord may, with one year's notice to Tenant, require the tenant to vacate the premises for two years so he may develop the property provided that:
    - i. Landlord may not, without the agreement of Tenant, start renovation (break ground) for at least three years from the commencement of this lease.
    - ii. Development planning and permitting timetable and work is solely at the discretion of the Landlord but Landlord will consult with Tenant on development designs in hopes that he will continue his lease after development work is complete.
    - iii. It is the expectation of both parties that the Tenant will resume his lease after completion of the development. However, if Landlord exercises his Option to Develop Property and gives the Tenant his one year notice, Tenant has the right to terminate the remaining years of his lease if Tenant notifies Landlord sometime after Landlord gives notice to vacate and within three months of Tenant vacating property.
    - iv. If Tenant elects to stay after completion of development, Tenant may complete the remaining years of lease. If the development work results in Tenants occupying a space that is substantially different in size (10% bigger or smaller), ~~or substantially different in quality,~~ the starting rent, rent bumps, and years remaining will be adjusted to a mutually satisfactory number.
  - b. In the event that the LESSOR receives a bona fide offer to purchase the leased premises that LESSOR intends to accept, the LESSEE shall be offered a seven (7) day option to purchase the property at terms that are the same or better than the offer, and at a gross purchase price that is \$5,000.00 higher. If the LESSEE does not expressly indicate in writing, their intention to execute this option, this option and paragraph shall be deemed null and void.
  - b.c. This lease is contingent on the LESSEE obtaining a license to run the restaurant. The lease term begins on the day the LESSEE obtains the license. If this falls in the middle of the month, the LESSEE will pay a prorated share (of base rent and additional rent) for that month and then the first term of the lease will run for five years from the beginning of the following month.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
Broker(s)

↓  
LESSEE has  
4 months  
to obtain  
license.  
If LESSEE  
fails to  
get license  
LESSOR may  
terminate.





# CAMBRIDGE HISTORICAL COMMISSION

831 Massachusetts Avenue, 2<sup>nd</sup> Fl., Cambridge, Massachusetts 02139  
Telephone: 617 349 4683 Fax: 617 349 3116 TTY: 617 349 6112  
E-mail: histcomm@cambridgema.gov URL: http://www.cambridgema.gov/Historic

William B. King, *Chair*, Bruce A. Irving, *Vice Chair*, Charles M. Sullivan, *Executive Director*  
William G. Barry, Jr., M. Robert G. Crocker, Chandra Harrington, Jo M. Solet, *Members*  
Shary Page Berg, Joseph V. Ferrara, Susannah Barton Tobin, *Alternates*

### Jurisdiction Advice

To the Owner of Property at 187 Hampshire St.:

The above-referenced property is subject to the jurisdiction of the Cambridge Historical Commission (CHC) by reason of the status referenced below:

- Old Cambridge Historic District
- Fort Washington Historic District  
(M.G.L. Ch. 40C, City Code §2.78.050)
- Avon Hill Neighborhood Conservation District
- Half Crown – Marsh Neighborhood Conservation District
- Harvard Square Conservation District
- Mid Cambridge Neighborhood Conservation District
- Designated Landmark
- Property is being studied for designation: \_\_\_\_\_  
(City Code, Ch. 2.78., Article III, and various City Council Orders)
- Preservation Restriction or Easement (as recorded)
- Structure is fifty years or more old and therefore subject to CHC review of any application for a demolition permit, if one is required by ISD. (City Code, Ch. 2.78, Article II). **See the back of this page for definition of demolition.**  
*No CHC review of use.*
- No jurisdiction: not a designated historic property and the structure is less than fifty years old.
- No local jurisdiction, but the property is listed on the National Register of Historic Places; CHC staff is available for consultation, upon request.  
Staff comments: \_\_\_\_\_

The Board of Zoning Appeal advises applicants to complete Historical Commission or Neighborhood Conservation District Commission reviews before appearing before the Board.

**If a line indicating possible jurisdiction is checked, the owner needs to consult with the staff of the Historical Commission to determine whether a hearing will be required.**

CHC staff initials SLB Date 4/26/14

Received by uploaded to Energov Date 4  
Relationship to project \_\_\_\_\_

cc: Applicant  
Inspectional Services Commissioner

## Demolition Delay Ordinance and Application Information

The Demolition Delay Ordinance (Chapter 2.78, Article II of the Cambridge Municipal Code) was adopted by the City Council in 1979 to afford public review of demolition permit applications for potentially significant buildings. When the Historical Commission determines that a building is significant and should be preserved, demolition will be delayed for up to six months so that solutions can be sought to preserve the building indefinitely. The Ordinance covers all buildings over 50 years old, city-wide. The Historical Commission archives provide dates of construction for all properties in the City.

Demolition is defined in the ordinance as "the act of pulling down, destroying, removing or razing a building or commencing the work of total or substantial destruction with the intent of completing the same." The Inspectional Services Commissioner has provided further guidelines to outline what actions require a demolition permit. **In addition to complete demolition of a building, the following actions may require a demolition permit,**

- **removal of a roof,**
- **removal of one side of a building,**
- **gutting of a building's interior to the point where exterior features (windows, etc.) are impacted, and**
- **removal of more than 25% of a structure.**

Please contact the building inspector or a staff member of the Historical Commission if you have questions about whether a demolition permit is required for a particular project.

Demolition permit applications can be obtained from the Inspectional Services Department. The completed application should be submitted to the Historical Commission, where the staff will review the application. If the Executive Director of the Historical Commission makes an initial determination that the building is significant, a public hearing will be scheduled with Historical Commission. If the staff makes an initial determination that the building is not significant, the application is released for further review by the Building Commissioner.

More information about the demolition permit application procedures is available on the Historical Commission's web site or by calling or dropping by the Historical Commission office.

July 2003

Cambridge Historical Commission  
831 Massachusetts Ave., 2<sup>nd</sup> Fl.  
Cambridge, MA 02139  
Ph: 617/349-4683 or TTY: 617/349-6112  
<http://www.cambridgema.gov/Historic/demolitiondelay.html>



# City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA.  
(617) 349-6100

2016 APR 21 PM 2:47  
OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

## Board of Zoning Appeal Waiver Form

The Board of Zoning Appeal  
831 Mass Avenue  
Cambridge, MA 02139

RE: Case # BZA-009943-2016

Address: 187 Hampshire St.

Owner: Nader Michael

I, Nader Michael, Owner, \_\_\_\_\_  
(Print Owner Name) (Print Petitioner Name)

Petitioner or \_\_\_\_\_, Petitioner's and/or Owner's  
(Print Agent/Representative Name)

Agent or Representative, hereby waives the Petitioner's and/or Owner's right to a Decision by the Board of Zoning Appeal on the above referenced

Case # BZA-009943-2016 within the time period as required by Section 9 or Section 15 of the Zoning Act of the Commonwealth of Massachusetts, Massachusetts General Laws, Chapter 40A, and/or Section 6409 of the federal Middle Class Tax Relief and Job Creation Act of 2012, codified as 47 U.S.C. §1455(a), or any other relevant state or federal regulation or law, as applicable, until \_\_\_\_\_, 20\_\_\_\_.

Date: 4/20/16

[Signature]  
Signature

NADER MICHAEL  
Print Name

- Owner
- Petitioner
- Petitioner's and/or Owner's Agent or Representative

Petitioner wanted meeting moved from May 12, 16 to June 16, 16.  
MP  
4/20/16