



TOWN OF DEWEY BEACH

www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
302-227-8319 (Fax No.)

CONDITIONAL USE APPLICATION

Property Address: 1705 Coastal Hwy Unit #3

Map Number: _____ Parcel Number: _____

Use Requested: Restaurant

Zoning of Property: RB-2

Applicant's Name: Justin Evans call phone: 443-739-3413

Applicant's Address: 32771 Kensington Ct
Frankford, DE 19971

Property Owner's Signature: _____

Business Owner's Signature: [Signature]

Applicant's Signature: [Signature]

Please return this Application, along with a Site Plan and check, made payable to the Town of Dewey Beach in the amount of \$750.00, and mail to:

Town of Dewey Beach
105 Rodney Avenue
Dewey Beach, DE 19971
Attention: Building Official/Code Enforcer

Applications received by the 15th of the month will be heard at the regularly scheduled Commissioners' Meeting the following month.

RECEIVED JAN 30 2015

For Town Hall Use Only:

Date Received: _____
Date Payment Received: _____
Date of Hearing: _____
Date of Public Notice: _____
Date of Mailing: _____



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105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
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CONDITIONAL USE APPLICATION

Property Address: 1205 Coastal Hwy. #3

Map Number: _____ Parcel Number: _____

Use Requested: Restaurant

Zoning of Property: KB-2

Applicant's Name: Justin Evans

Applicant's Address: 32771 Dewey Ct
Frank Hill DE 19971

Property Owner's Signature: _____

Business Owner's Signature: _____

Applicant's Signature: _____

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Date Received: _____
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Proposed Menu

Frozen yogurt flavors

Angel food cake
cheesecake
banana
strawberry
butter pecan
cappuccino
caramel fudge
chocolate cookie dough
juicy raspberry
vanilla
german chocolate cake
peach
peanut butter
very berry
white chocolate
raspberry
pistachio
roasted almond
pumpkin (seasonal)

Toppings -- non-refrigerated

OREO chocolate chip
coconut flakes
sweet toasted coconut flakes
sliced almonds
wet nuts
chopped peanuts
chopped cookies
chopped HEAT toffee
chopped SNICKERS
chopped REESE'S
chopped ANDES
chopped M&M
chopped BUTTERFINGER
chopped REESE'S PIECES
chopped WHOPPERS
chopped KIT-KAT
chocolate covered sunflower seeds
crushed pretzels
chocolate covered pretzels
cinni-minnis candy
rainbow sprinkles

orange sprinkles
yellow sprinkles
pink sprinkles
purple sprinkles
chocolate sprinkles
cinnamon toast crunch
lucky charms
gummy bears
gummy worm
sour patch kids
swedish fish
skittles
mini marshmallows

toppings – refrigerated

fresh strawberry
fresh blueberry
fresh raspberry
fresh blackberry
fresh banana
fresh pineapple
fresh mango
fresh kiwi
popping bobba strawberry
popping bobba orange lychee
popping bobba pomegranate
popping bobba cherry
popping bobba peach
brownie bites
cookie dough bites
cheesecake bites
mochi
cranberries
raisins

toppings – sauces

butterscotch
caramel
chocolate
white chocolate
sugar free chocolate
strawberry
raspberry
nutella
marshmallow creme
whipped cream

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is executed effective this 1st day of January 2015, by and between (i) Zea, LLC ("Lessor"), party of the first part, and (ii) Justin Evans of 32771 Kensington Court, Frankford, Delaware 19945, and Pavla Glovcikova of 32771 Kensington Court, Frankford, Delaware 19945 (collectively, "Lessee"), parties of the second part.

WITNESSETH

The Lessor, for and in consideration of the rents, covenants, and agreements hereinafter specified to be paid, kept, and performed by the Lessee, hereby agrees to lease to the Lessee a commercial premises located at 1705 King Charles Highway, Unit 3, Dewey Beach, Delaware (the "Premises"). The Premises is shown on Exhibit A hereto.

The parties further covenant and agree as follows:

1. The term of this Lease shall begin on the date set forth above and terminate on December 31, 2019.
2. Lessor's Work: Prior to February 15, 2015, Lessor shall complete installation of a new restroom. In the event that Lessee installs a drain line that extends to the north wall of the building, Lessor shall reimburse Lessee for the costs of such drain line only with respect to the portion that extends straight across the Premises (running south-north) to the north wall of the building. Lessee shall be responsible for the costs of any other portions or segments of this, or any other, drain line. Lessor shall provide an access point at the main water line for the hookup of a hot water heater.
3. Rent: For January 1, 2015, through December 31, 2015, the base rent will be \$24,900 per year, and shall be paid in five equal installments of \$4,980 due on January 1, June 1, July 1, August 1, and September 1 of 2015. On each January 1 thereafter during the term of this Lease, the base rent will increase by the greater of (i) 2.5% over the base rent for the preceding year or (ii) an increase pursuant to the most recently published CPI-U (as compared to the CPI-U of the prior year, same calendar month). For each lease year, the base rent shall be paid in five equal installments due on January 1, June 1, July 1, August 1, and September 1.
4. At or before the execution of this Lease, the Lessee shall pay Lessor \$4,583.16, which is calculated as follows: (i) \$2,075 shall constitute the first installment of base rent for the first lease year, due January 1, 2015; (ii) \$2,075 will be held as a security deposit to be returned to Lessee at the termination of this Lease; (iii) \$255.18 will constitute reimbursement for Lessor's payment of the 2014-15 real estate taxes paid in connection with the premises (pro-rated for January 2015 - June 2015); (iv) \$177.98 will constitute reimbursement for Lessor's payment of the 2014-15 liability and casualty insurance premiums paid in connection with the Premises (pro-rated for January 2015 - May 2015).
5. Lessee will pay as additional rent the following: (i) all real estate taxes in connection with the Premises; (ii) all liability and/or casualty insurance premiums in connection with the Premises (or the proportionate share attributable to the Premises); (iii) any late fees incurred in connection with this Lease; (iv) its proportionate share of common area maintenance costs; (v) any utility costs advanced by Lessor; and (vi) any attorneys' fees, costs, or other expenses that may be incurred by Lessor in connection with the enforcement of this Lease.
6. Lessee shall keep the Premises in good order and repair, and at the expiration of

the Lease or any extension thereof shall surrender the possession of the Premises and return the same to the Lessor in as good and the same condition and repair as when received. Lessee shall promptly repair and restore any damage to the exterior of the building caused by the Lessee, his agents, or invitees.

7. Lessee will not do, or permit to be done, anything in or about the Premises which will contravene any applicable laws or any existing or future insurance policy protecting the Premises against loss by fire or other hazard.

8. Lessee may assign this Lease only with the written approval of the Lessor. Approval shall not be unreasonably withheld.

9. Lessee shall pay all utilities, including electricity, gas, and water. Lessee shall obtain all licenses and permits necessary for its business. Lessee will pay its proportional share for common area maintenance, snow removal, parking lot lights, landscaping, and trash removal.

10. Lessee shall maintain all windows and doors, and shall be responsible for all costs of glass replacement. Lessee shall maintain the HVAC and be responsible for repairs. Lessor warrants that the existing HVAC unit is in working order and sufficient to enable Lessee to obtain the permits needed to use the Premises. In the event that the existing HVAC unit must be replaced, Lessor will be responsible for the cost of a new unit.

11. Failure by Lessee to make a payment required under this Lease within calendar ten (10) days of the due date constitutes a default of this Lease, and incurs a late fee of eight percent of such unpaid payment. Additional late fees of eight percent shall accrue for each thirty-day period thereafter where the payment remains unpaid. Failure by Lessee to comply with any other terms and conditions for thirty (30) calendar days constitutes a default of this Lease. Notwithstanding any other provision of this Lease, all rent to be paid during the term of this Lease shall be deemed earned in full by Lessor as of the commencement of this Lease, and shall be subject to full acceleration in the event of a default. All payments required of Lessee hereunder shall constitute rent. Past due rent shall bear interest at the rate of ten percent (10%), as will any judgment for rent.

12. Lessee shall place its property in the Premises at its own risk, and shall fully indemnify and hold Lessor harmless from all loss, damage, injury, or liability of any kind to any person or property arising out of the use or occupancy of the Premises by the Lessee, its agents, employees, or invitees. Lessee will obtain liability insurance for the Premises, naming Lessor as an insured party. In no event shall the minimum coverage of said insurance be less than two million dollars per incident or occurrence.

13. In the event that the Premises are damaged by fire, unavoidable accident, or natural hazards, Lessee shall immediately give notice thereof to the Lessor, who shall thereupon cause the damage to be repaired. In the event of substantial damage to the Premises, Lessor may elect not to repair, in which case the term of this Lease shall cease and the accrued rent shall be paid up to the time of said damage. In the event of damage to the premises that is only partial, leaving a portion of the Premises fit for occupancy for the purpose for which the Premises was leased, rent shall be equitably apportioned and paid for the portion of the Premises fit for occupancy.

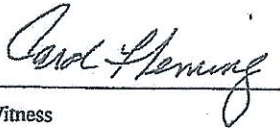
14. No claim shall be made by the Lessee against the Lessor in any case for compensation or damages by reason of interruption of its business through any destruction or damage to the Premises, or arising from the necessity of repairing any portion of the building as herein provided.

15. This Lease shall not be amended or modified except in a writing signed by Lessor and Lessee.


16. The Premises will be used as a restaurant specializing in crepes. Any other use shall require the written approval of the Lessor. Lessee shall not serve dinner or alcoholic

beverages at the Premises.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease effective the date and year first above written.



Witness



Justin Evans, Lessee



Witness



Pavla Glovcikova, Lessee

Witness

Zea, LLC, Lessor



OFFICE OF STATE FIRE MARSHAL

Technical Services

2307 MacArthur Road
New Castle, DE 19720-2426
Phone: 302-323-5365
Fax: 302-323-5366

1537 Chestnut Grove Road
Dover, DE 19904-0610
Phone: 302-739-4394
Fax: 302-739-3696

22705 Park Avenue
Georgetown, DE 19947
Phone: 302-856-5298
Fax: 302-856-5300



SFMO PERMIT

Plan Review Number 2015-04-0015-TFO-02 Tax Parcel Number 3-34-20,18-69.00
Review Status APPROVED AS SUBMITTED Review Date 01/28/2015

PROJECT

SUGAR MONKEY		
Phase#	Building #	Unit # 3
1705 COASTAL HWY DEWEY BEACH, DE 19971		

SCOPE OF PROJECT

Project Type <u>TFO Tenant Fit Out</u>	
Number of Stories <u>1</u>	Occupant Load <u>33</u>
Square Footage <u>1430</u>	Occupancy Code <u>9642</u>
Construction Class <u>V (000) WOOD FRAME</u>	Fire District <u>88</u>

APPLICANT

OWNER

SUGAR MONKEY LLC JUSTIN J EVANS 32771 KENSINGTON CT FRANKFORD, DE 19945	ZEA LLC 215 OHIO AVE SALISBURY, MD 21801
--	--

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

DUANE FOX, ASST CHIEF, TECHNICAL SERVICES



OFFICE OF STATE FIRE MARSHAL

Technical Services

2307 MacArthur Road
New Castle, DE 19720-2426
Phone: 302-323-5365
Fax: 302-323-5366

1537 Chestnut Grove Road
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Phone: 302-739-4394
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Phone: 302-856-5298
Fax: 302-856-5800



FIRE PROTECTION PLAN REVIEW REPORT

Plan Review Number 2015-04-0015-TFO-02 Tax Parcel Number 3-34-20.18-69.00
Review Status APPROVED AS SUBMITTED Review Date 01/28/2015

PROJECT

SUGAR MONKEY

Phase# _____ Building # _____ Unit # 3
1705 COASTAL HWY
DEWEY BEACH, DE 19971

SCOPE OF PROJECT

Project Type TFO Tenant Fit Out
Number of Stories 1 Occupant Load 33
Square Footage 1430 Occupancy Code 9842
Construction Class V (000) WOOD FRAME Fire District B6

APPLICANT

OWNER

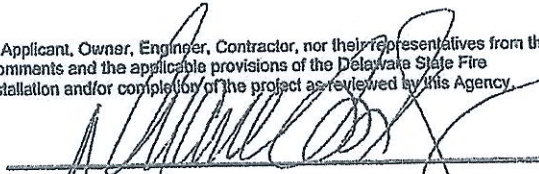
SUGAR MONKEY LLC JUSTIN J EVANS 32771 KENSINGTON CT FRANKFORD, DE 19945	ZEA LLC 215 OHIO AVE SALISBURY, MD 21801
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This Plan Review Project was prepared by:


DUANE FOX, ASST CHIEF, TECHNICAL SERVICES

FIRE PROTECTION PLAN REVIEW COMMENTS

Project Name SUGAR MONKEY
Plan Review Number 2015-04-0015-TFO-02 Tax Parcel Number 3-34-20-18-69-00
Review Status APPROVED AS SUBMITTED Review Date 01/28/2015

PROJECT COMMENTS

- 2000 This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) Effective December 11, 2012. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act. These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.
- Project work must be started within two years from the issuance of the permit, otherwise, the permit will be terminated.
-
- 2500 A final inspection is required for this project prior to occupancy (DSFPR Regulation 701, Chapter 4, Section 7). Contact this Agency to schedule this inspection. Please have the plan review number available. A MINIMUM OF FIVE (5) WORKING DAYS NOTICE IS REQUIRED.
-
- 2607 If the renovations or fit out of the tenant causes the need for the fire protection systems to be modified then a licensed (by this Agency) system vendor shall notify this office with a plan of action prior to the modifications. The no impact or minimal impact review levels apply to the building work exclusively. The list of current, licensed fire alarm and fire suppression companies is found on our website www.statefiremarshal.delaware.gov
-
- 2710 The following items will be field verified by this Agency at the time of final inspection:
-
- 2030 Doors shall be non-keyed from the inside (NFPA 101, Section 7.2.1.5.2, ed 2006). This can be a lever, knob, thumb latch, or panic bar. NFPA 101, Section 7.2.1.5.4 (2000 ed.)
-
- 2107 Interior finish on walls and ceilings throughout shall be Class A or B Flamespread Rating. NFPA 101, Section 36.3.3.2 (2006 ed.) If finishes other than drywall and paint are proposed, provide this Agency with manufacturer's specifications.
-
- 2070 Provide emergency lighting designed and installed to illuminate the paths of travel to the exits, the exits themselves, and the exit discharge. The emergency lighting shall be arranged to provide the required illumination automatically in the event of any interruption of normal lighting, Such as any failure of public utility or other outside electrical power supply; opening of a circuit breaker or fuse; Or any manual act(s), including accidental opening of a switch controlling normal lighting facilities. (NFPA 101, Section 7.9.2.3)
-



Project Name SUGAR MONKEY
Plan Review Number 2015-04-0015-TFO-02 Tax Parcel Number 3-34-20-18-69-00
Review Status APPROVED AS SUBMITTED Review Date 01/28/2015

PROJECT COMMENTS

- 2080 Provide illuminated exit/directional signs in accordance with NFPA 101, Section 7.10.
-
- 2210 Provide portable fire extinguishers (DSFPR Regulation 705, Chapter 1, Section 9.1). A multipurpose (A:B:C) with at least a 2A:10B:C rating shall be provided (NFPA 10). All portable fire extinguishers shall be serviced on an annual basis (every 12 months) by an individual licensed under the provisions of the DSFPR, Regulation 703, Chapter 2. The list of current, licensed fire extinguisher companies is found on our web site www.delawarestatefiremarshal.com/license.htm
-
- 2220 All electrical work shall comply with the provisions of the National Electrical Code (NFPA 70). It will be required to pass an electrical inspection by an approved electrical inspection agency: American Inspection Agency (877-242-1300); or Building Inspection Underwriters (800-732-2551); or Eagle Inspection Agency (302-368-1312); or First State Inspection Agency (800-468-7338); or Middle Department Inspection Agency (800-222-6342); or United Inspection Agency (267-718-8735).
-
- 1501 If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes or revisions to the plans occur, plans are required to be submitted, reviewed, and approved.
-





DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Public Health

Office of Engineering
Phone: (302) 741-8640
Fax: (302) 741-8641

APPROVAL TO CONSTRUCT

January 13, 2015

Approval # 15-SC-006-FE
Plan Log-in # 06-01-006-15

Justin Evans
32771 Kensington Court
Frankford, DE 19945

Dear Applicant,

As provided by Section 8-201.11 of the State of Delaware Food Code you are granted an Approval To Construct (ATC) for Sugar Monkey to be located at 1705 King Charles Hwy, Unit #3, Dewey Beach, DE in accordance with the plans and specifications submitted from January 8, through January 9, 2015. The submittal included:

1. Menu, facility information sheet and food preparation review form
2. Application For Permit to Operate a Food Establishment
3. Floor plans and equipment schedule
4. Documentation for applicable equipment of certification by an ANSI accredited certification program.

This approval is granted subject to the enclosed list of conditions. Section 1 Condition List is specific to your project. Section 2 Condition List is applicable to all food establishments. Please read Section 1 and Section 2 carefully before proceeding with the project.

The project reviewed under this letter of Approval to Construct (ATC) is approved only for construction. The ATC is not the operating permit. That permit must be obtained prior to commencement of foodservice operations. This project is **not approved for facility use** until the work has been inspected and determined to be in full compliance with the general and specific conditions set forth in the Condition Lists. To schedule an inspection please call the number listed on the first page of Condition List Section 1.

The Division of Public Health (DPH) reserves the right to inspect all equipment to determine its suitability for use. All food equipment shall be certified to the applicable standard by National Sanitation Foundation (NSF) or equivalent agency. **NOTE:** This includes exhaust hoods. Galvanized exhaust hoods are not allowed.

This approval is void if construction is not completed by January 31, 2016.

Cold Storage: Per the information that was provided in the application, your establishment does have sufficient cold storage. If the number of meals served in between deliveries increases, there may not be sufficient cold storage and the frequency of deliveries will have to be increased.

Water supply: Separate hot and cold water sample taps with backflow protection must be provided above dish sinks and utility sinks if chemical dispensers are to be installed.

Drain lines: Indirect drain line connections (air gaps) are required for some equipment including but not limited to ware washing sink and ice maker.

To schedule an inspection and obtain a Food Establishment permit, please call the Environmental Health Field Services office at (302) 856-5496.

Plans reviewed by:



Susan Burr
Health Program Coordinator
Office of Engineering

Sincerely,



Doug Lodge, P.E.
Supervisor of Engineering
Office of Engineering

Cc: Maida Graves, Health Program Coordinator
Environmental Health Field Services-Sussex County



DELAWARE HEALTH AND
SOCIAL SERVICES
Division of Public Health
Office of Food Protection

REVIEWED BY:
SLB 1/13/15
Office of Engineering
15-SC-006-FE

FOOD ESTABLISHMENT EQUIPMENT SCHEDULE

NAME OF FOOD ESTABLISHMENT:	Sugar Monkey	DATE:	12 / 28 / 2014
		SUBMITTED BY:	Justin Evans

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	MODEL NO.
1	Two Door Refrigerator	Atosa	MBF 8005
2	Two Door Freezer	Atosa	MBF 8002
3	Three Pan Drop in Refrigerated Food Well	Vollrath	36442
4	Four Pan Drop in Ice-Cooled Food Well	APW Wyott	ICP-400
5	Hand Sink	Equipmentbuy	EBHS-1014-5
6	Three Compartment Sink	Turbo Air	TSCS-3-23
7	Mop Sink	ProFlo	PFMB2424
8	Stainless Steel Worktable	Advance Tabco	008-TT-245-X
9	Storage Rack	HDX	21656PS-YOW
10	Grease Trap	Dormont	WD-15
11	Hot Water Heater	Rheem	XE40M065T45 UQ
12	Frozen Yogurt Machine	Alpine	360 HP
13			
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20			

(USE ADDITIONAL SHEETS, IF NECESSARY, TO CONTINUE EQUIPMENT SCHEDULE)

Piraeus Realty Corp.
215B Ohio Ave.
Salisbury, MD 21801
410-742-4142


March 26, 2015

Re: 1705 Highway One Unit #3 Dewey Beach, DE

To Whom It May Concern:

We give permission for Sugar Monkey located at the above premises to use the pad behind the building. Which is leased to McShea's Pub, since he has given his permission for Sugar Monkey to use this pad for a trash dumpster.

Thank You,


Holly Ogle
Property Manager
Piraeus Realty Corp.

To whom it may concern,

This letter will serve as an agreement between McShea's Pub and Grill, located at 1705 Highway One Unit #1, Dewey Beach, Delaware, and Sugar Monkey, located at 1705 Highway One Unit #3, Dewey Beach, Delaware. McShea's will allow Sugar Monkey to access the back pad area for use of storing trash. This area will be defined as the the fifty foot by one hundred foot open air space directly behind the building. McShea's will also allow Sugar Monkey to access this area through the sidewalk alleyway to the south of the building.

x Richard Robinson Date: 3-25-15

Print Name: Richard Robinson

Owner: McSheas Pub and Grill

x Justin J Evans Date: 3/25/2015

Print Name: Justin J Evans

Owner: Sugar Monkey