

PORTLAND FISH PIER AUTHORITY
BOARD OF DIRECTORS
April 8, 2019, 3:00 PM
Room 209
389 Congress Street

1. Approval of February 11, 2019 Meeting Minutes

a. Action Item: Public Comment

The draft February 11, 2019 minutes are attached.

2. Financial Update

An update was produced by Rhonda Girard, Finance, and was presented by Bill Needelman

a. An up to date financial summary is attached.

3. Fish Exchange update

- Bert Jongerden, PFX, Tom Valleau, PFX President

4. Facilities update

- Phil DiPierro, Project Manager.

a. A summary of recent projects is attached

5. Portland Fish Exchange Lease and Sub-Lease Amendments, Creation of a Lot 5- Lot 4 access easement, Lot 4 Subdivision amendment

– Bert Jongerden, PFX

a. Potential Motions:

1 - Motion to direct staff to pursue an amendment to the June 24, 2002 Amended Recording Plat of the Portland Fish Pier Complex, in substantially the form presented, which will adjust the boundary of Lot 4 on the plat so that the amended Lot 4 includes the portion of the common area adjacent to and southeasterly of Lot 4, which is currently included as parking area in the Portland Fish Exchange lease.

b. **Potential Motions:**

2 - Motion to approve the First Amendment to the Portland Fish Exchange Lease in substantially the form presented and to authorize the President to execute the First Amendment and any documents necessary or appropriate to effectuate the intent of said amendment, provided that the City of Portland Planning Department approves the proposed amendment to the June 24, 2002 Amended Recording Plat of the Portland Fish Pier Complex.

Action Item: Public Comment

Current PPX Lease, Draft PFX Lease amendemnt A Draft Lot 4 amendment is attached.

6. **Proposal to add fishing representation to the PFPA Board of Directors – Bill Needelman**

Members of the fishing community have requested representation on the Fish Pier Authority Board of Directors. Staff will update Board on procedural steps for amending the number and make-up of the Board and seek direction from the Board on next steps.

7. **Status Update on the City Manager’s Waterfront Working Group specific to potential**

Lot 1 Development – Bill Needelman Consistent with Exec Session statute--I MRS 405(6)(C) & (E) the Board may go into Executive Session to discuss this item.

8. **Attachments: (For this Agenda)**

General Information: Orientation aerial photo, Context, Lots, and Leases
Agenda Item 1, Draft Minutes from the February 11, 2019 PFPA meeting,
Agenda Item 2, Financial Update
Agenda Item 4, Facilities Update
Agenda Item 5, Lot 4 amendments: Current PFX Lease, Draft PFX Lease Amendment, Draft Lot 4
subdivision amendment plat
Agenda Item 6, Documents relative to the make up and amendments to the PFPA Board of
Directors
Orientation aerial photo, Context, Lots, and Leases

Draft Meeting Minutes

**PORTLAND FISH PIER AUTHORITY BOARD OF
DIRECTORS**

February 11, 2019, 3:00pm

Room 209

389 Congress Street

Board members attending:

Nick Mavodones, President

Tom Valleau

Brendan O'Connell

Meredith Mendelson (as of agenda item 5)

Members absent

Jennifer Smith

Staff

Bill Needelman, Waterfront Coordinator

Bert Jongerden, PFX

Phil DiPierro, Facilities

Michael Goldman, Associate Corporation Counsel

1. Approval of October 11, 2018 Meeting Minutes

By unanimous vote of all present (moved by Valleau, 2nd by O' Connell) the Board approved the October 2018 minutes.

2. Financial update - An update was produced by Rhonda Girard, Finance, and was presented by Bill Needelman

3. Fish Exchange update - Bert Jongerden, PFX, Tom Valleau, PFX President

Mr. Jongerden noted that:

- Landings were good at +/-2.5 mill. Lbs despite bad weather. 2 new buyers have joined.
- Surveillance cameras have been added to address dumping.
- Herring quota reductions will hurt landings for upcoming years. Bait storage may suffer.
- Multi-species quotas to rise marginally.
- A newly built boat by the owners of the Ruth and Pat will hopefully help landings in future.

4. Facilities update - Phil DiPierro, Project Manager.

Mr. DiPierro noted the following:

- Seabreeze has been sweeping.
- Divers working on cleaning camels
- TEC has inspected facility with divers and has concerns over cathodic protection – down to 10% of lifespan. Up to \$200K cost to address soon. A report will be circulated.
- Dumping area is to be eliminated due to abuse and misuse. To be replaced with a

- dumpster with Bert Jongerden holding the key. Results in adding +/-3 parking spaces.
- Pile replacement to occur in the spring with recycled composite piles from Ocean Gateway/POT.

Mr. Jongerden added that the PFX will participate in a GMRI ghost gear recycling program. Bill Needelman noted the thanks provided by Bristol for past drainage improvements.

5. Portland Fish Exchange Lease and Sub-Lease Amendments, Creation of a Lot 5-Lot 4 access easement, Lot 4 Subdivision amendment – Bert Jongerden, PFX

Bert Jongerden noted the addition of +/-12 spaces to lot 4 from area current common area would create consistency with current and proposed Cozy Harbor lease. He also noted the potential to create an access easement across Lot 5 consistent with current practice.

Michael Goldman suggested that a vote is likely not needed at this time.

Bill Needelman clarified the Planning Authority role (subdivision amendment) and that the Lot 5 (Bristol) reps would be included..

Public Comment:

Mark Lannon, described circulation needs for Cozy Harbor.

G. Rioux questioned whether Pier 3 would be used.. Mr Lannon described Pier 3's importance to Cozy Harbor for long-term growth.

Bert J noted water condition problems suggesting berthing would be difficult at Pier 3 for smaller boats.

Board provided guidance to procede.

Ms. Mendelson asked staff to explore severability within the Cozy lease (pier 3.)

6. Proposal to add fishing representation to the PFPA Board of Directors – Bill Needelman

Members of the fishing community have requested representation on the Fish Pier Authority Board of Directors. See attached *Selected Issues* letter to the Waterfront Working Group, supplied to City Economic Development staff by email from Sandra Guay, Esq. January24, 2019.

The fishing interests requesting the change sent a representative to speak for the proposal and make a brief presentation to the Board. Bill Coppersmith spoke on behalf of the request noting the need for fishermen's perspective on the board – potentially in an advisory capacity.

Staff collected questions from Board members for further discussion and potential action at a later meeting(s.)

Michael Goldman committed to researching procedural steps needed (to change the board make up.)

Mr. Mavodones clarified that 2 positions were requested, questioning how they might be chosen and noting that the City Council would likely have a role.

Ms. Mendelson commented that DMR would likely support expansion of the Board in concept,

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but that there should be consideration of representation by both fixed and mobile gear.

Board members discussed with Mr. Coppersmith and themselves the potential role of a rep(s.)

Public Comment:

Monique Coombs, MCFA. Expressed support.

Mark Lannon, Cozy Harbor. "If it isn't broke, don't fix it."

Dan Jacques, Waterfront Maine. Inquired about subcommittees of the Board (Mr. Mavodones clarified that there are not.)

Mr. Valteau noted that there had been a Fisheries Advisory Board that had ended due to lack of activity. Board discussed the option.

George Rioux noted the potential to add an "at large" board member to represent broader interests.

End Comments.

Staff to continue to research.

No action taken.

7. Lot 1 Development – Status Update Bill Needelman

Mr. Needelman provided a brief update - no change while moratorium is in effect. The Waterfront Working Group is actively meeting.

Respectfully submitted. WBN

Fish Pier Authority
FY19 Budget Status
As of Mar 31, 2019

Agend 2
Financials

	FY19 Budget	YTD	Balance	%	FY18 YTD	FY19 vs. FY18	%
Revenue:							
Miscellaneous	14,430	16,303	(1,873)	113.0%	16,161	142	0.9%
Berthing	29,376	21,799	7,577	74.2%	22,032	(233)	-1.1%
Parking	324,422	289,835	34,587	89.3%	193,754	96,081	49.6%
Ground Rent (Leases)	178,152	137,923	40,229	77.4%	135,425	2,498	1.8%
Total Revenue	546,380	465,860	80,520	85.3%	367,372	98,488	26.8%
Expenditures:							
Admin. and Maint. Services	38,342	18,705	19,637	48.8%	23,815	(5,110)	-21.5%
Travel/Training/Meetings	1,500	0	1,500	0.0%	791	(791)	-100.0%
Contractual Services	21,219	17,862	3,357	84.2%	11,498	6,364	55.3%
Engineering Services	23,000	5,872	17,129	25.5%	0	5,872	0.0%
Printing/Copying	400	0	400	0.0%	0	0	0.0%
Equipment Repair	10,000	16,696	(6,696)	167.0%	6,190	10,506	169.7%
Land/Pier/Building Repair	225,000	19,790	205,210	8.8%	66,383	(46,593)	-70.2%
Insurance	13,440	10,750	2,690	80.0%	12,850	(2,100)	-16.3%
Supplies	13,500	3,630	9,870	26.9%	4,608	(978)	-21.2%
Electricity	15,000	10,915	4,085	72.8%	11,839	(924)	-7.8%
Stormwater	20,304	0	20,304	0.0%	20,304	(20,304)	-100.0%
Capital	0	0	0	0.0%	0	0	0.0%
Debt Service	16,508	5,245	11,264	31.8%	15,517	(10,273)	-66.2%
Total Expenditures	398,213	109,465	288,748	27.5%	173,795	(64,330)	-37.0%
Net Revenues Over(Under) Expenditures	148,167	356,395	(208,228)		193,577	162,818	84.1%



PORTLAND MAINE

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To: Portland Fish Pier Authority Board
From: Philip DiPierro, Facilities Project Manager
Date: April 4, 2019
RE: Facilities Update
CC: Kathy Alves, Facilities Director

Please find below a listing of the monthly improvements to the Portland Fish Pier by the Facilities Department:

Updates for February - March 2019

- BTT Marine Construction Company was hired to complete pile maintenance work around the Service Piers and Net Yard areas.
 - 5 Wooden piles within the Service Piers area were replaced with 5 composite piles that were removed from the Portland Ocean Terminal project.
 - 3 wooden piles in the Net Yard area were replaced with 5 composite piles that were removed from the Portland Ocean Terminal project.
 - Several piles in the Service Pier area were raised and re-bolted.
 - Several Chocks and wales were also repaired and rebolted.
- The Net Yard farelead and roller assembly was resecured to the concrete curb, and the face of the sheet pile wall below the roller was reinforced with additional composite piles (2 piles were removed and 4 composite piles were reinstalled).
- A new 10 yard dumpster was delivered to the site and positioned outside the Fish Exchange Building. The fish gear recycling area has been closed and the new dumpster will now be used to dispose of the gear.
- The bid package for the cathodic protection project is in the process of being finalized for bidding.
- Seabreeze Property Services is in the process of being scheduled to start spring cleanup and winter sand removal throughout the facility.

Updates for October 2018 - January 2019

- Seabreeze Property Services completed sweeping the Net Yard and the rear of the Marine Trade Center.
- Waterworks Diving Services spent two days cleaning camels around the service piers and along the berthing space on both sides of the pier.
- Tec Associates was hired to complete a Limited Routine Inspection of the sorting piers and the service piers, including an underwater inspection. Wayne Duffett, PE, is in the process of preparing a written report, which is expected to be submitted soon.
- In an effort to eliminate illegal dumping in the Net Yard, a decision has been made to relocate the Net Yard fishing gear recycling area. The current area will be used for parking, and a locking dumpster will be located in close proximity to the Fish Exchange building.
- We plan to complete pile and pier maintenance around the service piers, sorting piers, and berthing space. Various piles will be replaced, some will be pulled and re-bolted, and issues with chocks and wales will be addressed.
- Cathodic protection for each pier has reached the end of its' useful life. We will be looking

into soliciting bids to replace the anodes.

Updates for September 2018

- Seabreeze Property Services completed sweeping of the parking lots and roads throughout the facility (except for the Net Yard), completed landscape maintenance including, weeding, tree pruning, mulching plant beds, and providing stone drip edge around portions of the Fish Exchange building.
- Speed limit striping in the Net Yard area was completed.
- A basic visual inspection was completed by City staff of the service piers and the sorting piers to assess the condition of the piles, chocks, wales, ladders, hardware, etc. The inspection will be used as a guide to schedule future maintenance work and repairs.
- A sink hole was discovered behind the sheet pile along the seawall between Vessel Services and the Marine Trade Center. We are in the process of evaluating the damage in order to complete repairs.
- Staff has contacted three engineering firms for proposals to complete a “Limited Routine Inspection” of the sorting piers and the service piers. The inspection will include assessment of the steel piles and cross bracing, pile caps, beams, decking, mooring hardware, and the fender system, with options for an underwater inspection and vertical load ratings.
- A new fire alarm panel has been installed to replace the failed panel in the electrical building behind Vessel Services.
- Camel cleaning has been scheduled with Waterworks Diving Services and is expected to be completed this month.
- Broken piles around the various piers are planned to be replaced.

Updates for May 2018 – August 2018:

- Seabreeze Property Services is being scheduled to sweep the parking lots and roads throughout the facility, to complete landscape maintenance including, weeding, tree pruning, mulching plant beds, and providing stone drip edge around portions of the Fish Exchange building.
- The erosion and drainage repairs have been completed in the netyard area.
- The sidewalk repair along the Portland Fish Pier Road has been completed.
- The catch basin lowering project has been completed.
- Speed limit striping in the netyard area is to be completed within the next month.
- Broken piles around the various piers are planned to be replaced.
- We are in the process of getting proposals to add concrete curbing at various locations around the inside and outside of the Fish Exchange building; to replace sections of the channel-grate drains inside the Fish Exchange building; and to install a dumpster pad under the dumpster at Cozy Harbor.
- Emergency repairs were made to a leaking water line the serves the building leased by Mr. Tamaki.

Updates for February 2018 – April 2018:

- Seabreeze Property Services has been scheduled to start spring cleanup and winter sand removal throughout the facility.

Updates for December 2017 – January 2018:

- The Fish Exchange electrical upgrade is complete as of January 27th.
- The first phase of the ventilation system at the PFEX is scheduled to be installed Saturday, 2/10/18 in the locker room area. The second phase of the system will be installed in the breakroom.

Updates for August - November 2017:

- A new 25yd self-contained compactor was installed at the Fish Exchange.
- Drainage issues in the parking lot at Bristol Seafood were addressed. A catch basin install along with grading and paving improved an ongoing drainage problem in the front parking lot.
- We will be installing a ventilation system at the PFEX in the locker room/common

area. Updates for July 2017:

- Pavement striping has been completed in various areas of the facility. These are changes that were discussed at the Fish Pier Authority Meeting to help with parking issues.
- The first phase of the electrical upgrade for the Fish Exchange has been completed. The components are being designed and will be ready for install in November approximately.
- New composite camels have been installed. (4) at the Fish Pier and (2) at the Fish Exchange.
- We have placed an order for a new 25yd self-contained compactor for the Fish Exchange.

Updates for June 2017:

- The majority of winter sand and spring cleanup was completed in May. Seabreeze will return to finish a few areas.
- We are getting quotes on pavement striping. Work tentatively scheduled for July/August.
- Bert and the electrician are working with CMP to coordinate the first phase of the electrical upgrade project.

PORTLAND FISH EXCHANGE
LEASE AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2014, by and between the **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit local development authority, having a place of business in the City of Portland, County of Cumberland, and State of Maine, (hereinafter "Landlord"), and **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation, incorporated under the provisions of the Maine Non-Profit Corporation Act, 13-B M.R.S.A. §101, et. seq., and doing business in Portland, County of Cumberland, State of Maine, (hereinafter "Tenant").

In consideration of their mutual covenants, promises and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree as follows:

1.03 Definitions.

Unless the context shall otherwise require, the terms defined in this Section 1 shall, for all purposes of this Agreement and for any amendments or supplements hereto, have the meanings specified herein. Words of the singular number may include the plural; and words of the plural number may include the singular.

(a) Common Areas. The words "Common Areas" shall mean those areas in the Fish Pier Complex which are available for the common use of all tenants at the Fish Pier Complex, including cable stretching areas, driveways, truckways, delivery passages, truck loading areas, access and egress navigational channels, breakwaters, bulkheads, roadways, walkways, sidewalks, landscapes, and planted areas, and bus stops and which are shown as shaded areas on Exhibit A of this Agreement.

(b) Director. The term "Director" shall mean the Director of Recreation and Facilities Management of the City of Portland, or successor or authorized representative.

(c) Facility. The word "Facility" shall mean the Cooler-Auction Building and finger-pier Sorting Sheds constructed on the premises, and trailer-office situated on Lot #7.

(d) Fish Pier Complex. The words "Fish Pier Complex" shall mean the real property and any site improvements thereon as shown in Exhibit A of this Agreement.

(e) Plans and Specifications. The term "Plans and Specifications" shall mean the Plans and Specifications submitted by the Tenant or its designated representative to the Director regarding proposed alterations or modifications to the Premises.

(f) Premises. The term "Premises" shall mean the real property identified on the sketch plan dated July 30, 2014 which is Exhibit A hereto, as Parcel 4, Parcel 6 and Parcels 7 and 8 (which include the so-called "Net Yard") and any improvements made thereon; and all berthing adjacent to Parcels 6, 7, and 8, including three (3) finger piers (including the Pier 1 extension), and bulkheads, subsurface pilings, and water, sewer, fuel and electrical connections together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining. Parking privileges, at a monthly rate, on portion of Parcel 9, and also on a portion of the common area adjacent to Parcel 4 are also hereby granted, in section 4, below.

SECTION 2. SUBJECT OF LEASE

Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord upon the terms and conditions herein the Premises, situated in the City of Portland and described in section 1.03 subsection (f), and a license to pump fish from Parcel 7; Tenant's leasehold rights include the right to place and maintain a trailer-office on Parcel 7.

SECTION 3. TERM

3.01 The period of this Lease and this Agreement shall be from the effective date of this Agreement, and ending on May 1, 2030, unless sooner terminated by the Landlord or Tenant, pursuant to the terms of this Agreement.

3.02 On or after October 1, 2029, at Tenant's request, the parties shall begin good faith negotiations regarding a new agreement for operation of the Facility and the terms of such an agreement. Negotiations shall continue until an agreement has been concluded or the term expires, as provided in subsection 3.01, whichever should occur first.

SECTION 4. RENT

In accordance with Section 3.03 above, the Tenant will pay rent and other charges, as set forth below, for its occupation and use of the Premises and the right to pump fish from Parcel 7. Except as described otherwise in this section, Tenant shall make rental payments in equal installments on the fifteenth (15th) day of each month.

4.01 Premises and Facility. Tenant covenants and agrees to pay rent of:

(a) For the period from September 1, 2014 to December 31, 2019, Thirty Thousand Dollars (\$30,000.00) annually, in monthly payments of Two Thousand Five Hundred Dollars (\$2,500.00).

(b) For the period from January 1, 2020 to December 31, 2025, Thirty Thousand-Two Five Hundred Dollars (\$32,500.00) annually, in monthly payments of Two Thousand Seven Hundred Eight and 33/100 Dollars (\$2,708.33).

(c) For the period from January 1, 2026 to May 1, 2030, Thirty-Five Thousand Dollars (\$35,000.00) annually, in monthly payments of Two Thousand Nine Hundred, Sixteen and 66/100 Dollars (\$2,916.66).

4.02 Fish-Pumping for Lot #7. The Landlord hereby grants Tenant a revocable license to pump fish between vessels and Parcel 7. Tenant agrees to pay Landlord, separate from and in addition to the rent stated above, \$.75 per ton for each ton (or portion thereof) of fish so pumped.

4.03 Parking. In addition to parking on any portion of the Premises (including Lot 4, Tenant is hereby granted permission to use up to 11 parking spaces on common area southeasterly of, and adjacent to, Parcel 4, which spaces it has traditionally used. In addition, Tenant shall pay Landlord for the use of a total of 23 parking spaces at a monthly rent of Twenty Five Dollars (\$25.00) each, subject to adjustment in number and location as deemed necessary by Landlord, such parking spaces to be located: (a) 11 parking spaces in common "Parking" area front of the Fish Exchange main building, and (b) 12 parking spaces in Parcel 9.

SECTION 5. CONDITION OF PREMISES

The Tenant accepts and takes the Premises in their present "AS IS" condition. All Tenant improvements, additions and alterations shall be at Tenant's sole cost and expense and Landlord shall have no responsibilities therefor. Landlord makes no representations or warranties in regard to the physical condition of the Premises, nor any other matter concerning the Premises. Tenant has inspected the Premises and is familiar with their condition and is not relying upon any representations or warranties of the Landlord.

SECTION 6. TRANSIENT BERTH MANAGEMENT

The Tenant agrees as a condition and term of this Agreement to manage the transient berth located on the Portland Fish Pier at S47-36'-15' running 69.81 to S45-25'-47', consistent with rules of the Fish Pier Authority, and at rates mutually agreed to by Landlord and Tenant, and also commercially reasonable. Tenant may offer a .025% rebate on auction fees applied against these berthing fees. Landlord and Tenant shall share all paid revenue from the transient berth, 75% to Tenant, 25% to Landlord. This element of this Agreement may be cancelled, separate from the remainder of the Agreement, by either party upon 30 days written notice.

SECTION 7. USE OF PREMISES

7.01 The Tenant shall use and occupy the Premises throughout the term hereof for the purpose of maintaining a market for the purchase and sale of fish. Permitted activities shall include, but not be limited to:

- (a) Scheduling the arrival, berthing, unloading and departure of fishing vessels and trucks at the Premises, and berthing vessels;
- (b) Supervising the unloading of fish from the fishing vessels berthed at the Premises;
- (c) Transporting fish from the finger piers of the Facility to appropriate locations in the Cooler-Auction Building, including packing, icing, and culling of such fish;
- (d) Conducting all necessary sales transactions authorized at the Facility including, but not limited to, a daily display auction; trip auctions; and contract sales of fish handled at the Premises;
- (e) Transporting fish to loading areas on the Premises for pickup by others pursuant to sale or disposal agreement as well as loading those fish on vessels and trucks;
- (f) Handling and maintaining miscellaneous fishing equipment, including but not limited to net drying, folding and repair;
- (g) Any other marine-related uses;
- (h) Providing parking space;
- (i) Maintaining all records required by good business practice and/or the Landlord, including but not limited to, records on the amount and species of fish unloaded at the Premises and sold through each authorized sale method; and
- (j) Ensuring compliance with the operating rules governing activities at the Fish Pier Complex, in general, and the Premises in particular.

7.02 Customer Relations. Tenant recognizes that the maintenance of good customer relations and the maintenance of good relations among the other tenants and users of the Fish Pier Complex, as well as the image of the Landlord to visitors to the Complex, are of the utmost importance to the Landlord and Tenant, therefore, agrees to hire only proper and experienced managers capable of assuring competent operation of the Premises.

SECTION 8. LAWS AND REQUIREMENTS OF PUBLIC AUTHORITIES

8.01 During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, rules and regulations of the Federal, State, County and City Governments including Fish Pier Rules, as well as any other government authority having jurisdiction over the premises or any part thereof, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future. Tenant shall pay all costs, including reasonable counsel fees, which may in any manner arise out of or be imposed on Landlord because of the failure of the Tenant to comply with the requirements of this Section.

8.02 Tenant shall have the right, but not the obligation, to contest, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation, or requirement of the type referred to in the preceding subsection. If by the terms of any such provision, compliance may be legally delayed without risk of forfeiture or lien on the Premises or penalty to the Landlord, pending resolution of the legal challenge, Tenant may delay compliance therewith until final determination of such proceeding.

8.03 Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Tenant to contest the validity or application of any such provision.

SECTION 9. ALTERATIONS

9.01 Tenant may, at its own expense, place office and trade fixtures, office equipment, and the like in the Premises and make non-structural alterations, improvements, or additions ("Alterations") to the Premises, provided such work shall be performed in a good and workmanlike manner, in compliance with laws, rules, orders, and regulations of governmental entities having authority over the Premises, and provided such Alterations shall not unreasonably interfere with the use and enjoyment of the Fish Pier complex by Landlord's other tenants. Landlord's approval shall be required for any structural alterations, additions, or improvements. Any mechanic's lien filed against the Premises or the Building by reason of any such work done by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in to doing. All Alterations made by Tenant to the Premises shall remain therein; and, at termination of this Lease, shall be surrendered as a part thereof, except for fixtures and equipment installed at Tenant's cost, which fixtures and equipment may be removed by Tenant. Tenant shall, at its own expense, promptly repair all damage to the Premises or the building resulting from any such removal.

9.02 The Tenant shall submit Plans and Specifications for any alteration or structural changes to the Director for review. The Director shall have the authority to approve Plans and

Specifications proposing non-structural alterations. In the case of structural alterations, the Director shall submit such Plans and Specifications, together with his recommendations, to the Landlord's Board of Directors for its approval.

SECTION 10. REPAIRS AND MAINTENANCE

10.01 Tenant's Repairs and Maintenance.

(a) During the term of this Agreement and any extension thereof, Tenant will, at its sole expense, keep the Facility and the Premises in as good order and repair as they are on the date of execution of this Lease, reasonable wear and tear excepted.

(b) Tenant's responsibilities under this section shall include, but not be limited to, repair and maintenance of the plumbing, electrical, heating, refrigeration, and communication and alarm systems; roof patching on the Facility; repairs to doors and windows of the Facility; sealing and painting of floors in the Facility; repair of dents in the Facility; and the repair and replacement of exterior lighting.

(c) Tenant shall also be obligated to repair, at its own cost and expense, any casualty damage or destruction, other than normal wear and tear, caused to the finger piers and berths, including, but not limited to, the Pier One Extension, by vessels using the same in connection with Tenant's operations.

(d) Tenant shall keep the Premises in good order. Notwithstanding this provision, Tenant shall not be responsible for damages caused by reasonable wear and tear; by fire or other casualty which is not the result of acts by Tenant, its agents, contractors, employees, or business invitees; made necessary as a result of a taken by condemnation or right of eminent domain; losses covered by insurance which is required to be carried by Landlord as well as matters for which Landlord is responsible by the terms of this Lease; or conditions caused by the acts or negligence of Landlord, its agents, contractors, or employees. Tenant shall surrender the Premises at the end of the Lease Term in good order, condition, and repair.

10.02 Landlord's Repairs and Maintenance.

(a) During the term of this Agreement and any extension thereof, Landlord will maintain all utility services to the Facility to the point where Tenant connects with them for its use.

(b) The Landlord shall also be obligated to repair and maintain, at its sole expense, any structural design or defect occurring or discovered during the Term. Structural repairs shall include, but not be limited to, repair of the Facility's foundation, interior load-bearing walls and floors, as well as Facility roof replacement, if necessary.

(c) The Landlord shall also, at its sole cost and expense, keep the service piers, bulkheads, pilings, and roadways to the boundaries of the Premises, and the common areas of the Fish Pier Complex in good order and repair.

(d) The Landlord shall also, at its sole cost and expense, remove accumulated debris from the Net Yard area as necessary.

10.03 Snow and Ice Removal. The Tenant shall be responsible for removal of snow and ice from the Premises, except that the Landlord shall be responsible for removal of snow and ice from the Net Yard area. The Landlord also shall remove such snow and ice from the common areas, as in its judgment, is sufficient to allow Tenant to conduct its normal business operations.

10.04 Custodial Services. Tenant shall maintain and provide sufficient custodial care for all areas immediately adjacent to the Premises, and shall not cause nor suffer any waste generated by its operations to accumulate on either the Premises or the Common Areas.

10.05 Trash Collection. Tenant shall be responsible for the cost of waste dumpsters on the Premises and services related to the same.

10.06 Allocation of Responsibility for Repairs and Replacement. The chart set forth below is intended to supplement the provisions of Section 10.

Item	City Share	PFE Share
Roof replacement	100%	0%
Roof repairs	0%	100%
Pile repair	100%	0%
Pile replacement	100%	%
Pile chocks	100%	0%
Exterior paint	100%	0%
Structural, load bearing	100%	0%
Sealing and painting of floors	0%	100%
Plumbing repair & replacement	0%	100%
Electrical repair & replacement	0%	100%
Heating, cooling repair & replacement	0%	100%
Doors and windows repair and replacement	0%	100%

SECTION 11. SUBLETTING AND ASSIGNMENT

Tenant shall neither assign nor encumber this Lease nor sublet the Premises or any part thereof without on each occasion obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In the event of any assignment or subletting, Tenant shall remain fully liable under this Lease. Such assignment, sublease, or conveyance is expressly subject to this Agreement.

SECTION 12. TENANT'S INDEMNITY

12.01 To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgements, just or unjust, arising from injury or death to any person or property damage sustained by any one in and about the Fish Pier Complex, or as a result of activities or service at the Fish Pier Complex, resulting from any act or omission of Tenant, its officers, agents and employees, except to the extent that such injury, death, or property damage results from any negligent act or omission of Landlord, its officers, agents, employees or servants. Tenant shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. Landlord shall have the right to participate in such suits and no action shall be settled without prior consent of the Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the Landlord which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein. This indemnity and hold harmless obligation includes indemnity against all reasonable expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Landlord.

12.02 Each party shall provide the other party with prompt notice of any claim filed against it as a result of or arising from activities under this Lease.

SECTION 13. INSURANCE

13.01 Minimum coverage. The Tenant shall obtain and cause to be kept in force at all times during the term of this Lease and any extension thereof, insurance in the types and in the minimum amounts set forth below:

	Description	Type	Amount
(i)	Commercial General Liability, including Stevedore's Liability Coverage	B.I./P.D.	\$2,000,000

(ii)	Worker's Compensation	Statutory Requirements	Statutory Limits
(iii)	To the extent required by law or applicable, US Longshoremen & Harbor Workers		Statutory Limits, but if none exist, \$2,000,000

13.02 Landlord protected. The Landlord and the City of Portland shall each be named as an additional insured under items (i) and (ii) above. In the event that excess insurance becomes available at a reasonable cost to Tenant, Tenant agrees to increase the limits of liability under the items above.

13.03 Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies satisfactory to the Landlord, and approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement. All policies required hereunder shall be primary to any insurance or self-insurance which Landlord or City may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, and caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

13.04 Certificates. Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall specify each of the required coverages. Tenant shall at all times while this Lease Agreement is in effect provide Landlord and City of Portland with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

13.05 Casualty Insurance. During the Term and any Renewal Term, Tenant shall keep the Premises insured for the benefit of Landlord and Tenant against all risks, including earthquake and loss or damage by fire or flood, and customary extended coverage, in an amount equal to 100% of the full insurable value thereof by policies containing the usual co-insurance clause. The term "insurable value" shall be deemed to mean the cost of replacement of the Premises, including the cost of demolition of damaged structures in an amount sufficient to avoid the effect of co-insurance in the event of a loss. All proceeds, payable at any time and from time to time by any insurance company under such policy, shall be payable to an escrow agent mutually agreeable to the parties for the benefit of the Landlord and Tenant for the purpose of repair or replacement. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions reasonably necessary or desirable in order to effectuate the same and to cause such proceeds to be paid and

managed as cost and expense. The full insurable value of Premises shall be determined and coverage adjusted in accordance therewith at least once every two (2) years in accordance with a professional insurance update obtained by and at the expense of Tenant. If the Landlord should disagree with the valuation provided, it may have an appraisal performed at its own expense by a qualified appraiser acceptable to Tenant. The determination of such appraiser shall be binding upon the parties for the purpose of insurance valuation, and insurance coverage will be immediately increase in conformity therewith.

13.06 State law. The endorsement naming the Landlord and the City as additional insureds shall provide that it is expressly agreed that no protection is afforded to either of them under the policy for any claim or suit against which, except for their status as additional insureds, they would be able to assert immunity under Maine Law, including but not limited to, the immunity afforded governmental entities by 14 M.R.S.A. §8101, et seq., the Maine Tort Claims Act and 14 M.R.S.A. §158 (the Charitable Immunity Act).

13.07 Release. Landlord and Tenant mutually agree that, with respect to any hazard which is covered by casualty or property insurance then being carried by them, or required to be carried hereunder (whether or not such insurance is then in effect), the one carrying or required to carry such insurance and suffering such loss releases the other from any and all claims with respect to such loss to the extent of such coverage; and they, further, mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If the release of the party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer. For purposes of this provision, self-insurance shall not be considered "covered by insurance."

13.08 Coverage of City of Portland. All of the terms of this section shall apply to and benefit both the Landlord and also the City of Portland as owner of the Premises.

SECTION 14. PROHIBITION ON MORTGAGES

The Tenant may not mortgage what interest, if any, it has in this Agreement and the Premises and Facility.

SECTION 15. UTILITY EASEMENTS

Tenant shall have the right to enter into reasonable agreements with utility companies, municipal corporations, and other government agencies creating easements in favor of such companies as are required in order to service the Premises and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same, all at Tenant's cost and expense.

SECTION 16. TENANT'S DEFAULT

16.01. The Tenant shall be deemed to be in default in the event any of the following conditions should occur:

(a) Tenant fails to pay, when due, any amount or installment of Rent, or any other payment specified herein;

(b) Tenant fails to observe or to perform any covenant, agreement, or obligation of this Agreement;

(c) There shall occur the dissolution of the Tenant or the Tenant shall file any petition or institute any proceedings under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relation to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor; or in any similar capacity, or any involuntary petition in bankruptcy is filed against the Tenant and the same is not stayed or discharged within thirty (30) days from such filing or any other petition or any other proceedings of the foregoing or similar kind or character filed or instituted or taken against the Tenant, or a receiver of the business or of the property or assets of the Tenant shall be appointed by any court, except a receiver appointed at the insistence or request of the City; or Tenant shall make a general or any other assignment for the benefit of the Tenant's creditors;

(d) The Tenant shall substantially abandon or vacate the Premises or fail to use the Premises or Facility for the purposes set forth in Section 7.

16.02 Remedies for Tenant's Default. If Tenant should be in default for any reason, except the reasons stated in Subsections 16.01 (a) and (c) above, then the Landlord shall provide reasonable notice of such default, and the Tenant shall undertake to cure such default within thirty (30) days from receipt of such notice, except as the time may be extended by the Section below entitled "Force Majeure." Should Tenant fail to so cure such default, Landlord may terminate this Lease and Agreement.

SECTION 17. LANDLORD'S SELF-HELP/ATTORNEY'S FEES

17.01 If Tenant should default in the performance or observance of any agreement or condition in this Lease required to be performed or observed by it, other than an obligation to pay money, and should not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees either to reimburse Landlord therefor, as additional rent within ten (10) days after being invoiced by Landlord, or save Landlord harmless therefrom.

17.02 Attorney's Fees. Tenant agrees to pay Landlord's expenses, including, but not limited to, its reasonable attorney's fees, which it may incur in enforcing any obligation of this Lease which Tenant has failed to observe.

SECTION 18. LANDLORD'S DEFAULT

18.01 The Landlord shall be deemed to be in default in the event any of the following conditions should occur:

(a) It is determined that the Landlord does not have the power and authority to execute and deliver this Agreement and to carry out and perform all covenants to be performed by it hereunder.

(b) The Premises are not free from encumbrances, liens, defects in title, violations of law, lease, tenancies, easement, or other restrictions, with the exception of those expressly stated in this Agreement, which prevent Tenant from carrying on its business.

(c) The Landlord is unable to secure or provide, at the time of the commencement of the Term and at all times thereafter, free and adequate means of ingress and egress to the Premises for Tenant.

(d) The Landlord fails to observe or perform any covenants, agreements, or obligations of this Agreement.

18.02 Remedies for Landlord's Default. If Landlord should be in default for any reason, except the reasons stated in Section 18.01 (a) and (c) above, then the Tenant shall provide reasonable notice of such default, and the Landlord shall undertake to cure such default within thirty (30) days from receipt of such notice, except as the time may be extended by the Section below entitled "Force Majeure."

SECTION 19. FORCE MAJEURE

19.01 In the event that either Tenant or Landlord should provide the other with a Notice of Default of such a nature that it cannot be cured within a reasonable period of time, then such default shall be deemed to be temporarily abated, provided the party charged with effecting a cure, gives written notice to the other of:

- (a) its inability to cure the default within the specified time;
- (b) the detailed reasons for the delay;
- (c) its plans for remedying the default and the anticipated date of completion of the remedy; and

- (d) its diligent efforts to continue to take all steps necessary to complete the remedy within the time estimated in subsection (c) above.

19.02 This section shall not apply to default in the payment of rent or other charges required to be paid by the Tenant under the terms of this Agreement.

SECTION 20. COMPLIANCE WITH ENVIRONMENTAL LAWS

20.01 The Tenant will comply in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "hazardous materials," as defined herein.

20.02 The term "hazardous materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority, including, but not limited to : (i) petroleum; (ii) friable or non-friable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance," pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste," pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance," pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacement to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) any "hazardous waste," "hazardous substance" or "chemical substance or mixture" or similarly regulated substances or material as such phrases are defined in or regulated pursuant to any applicable state or local law, regulation or ordinance governing the generation, storage, discharge, transportation or disposal of the same.

20.03 The Tenant, at its own cost and expense, will promptly take all actions which may be necessary to abate, remove, clean up, and otherwise cure any violation of environmental laws caused by any hazardous materials used, generated, released, discharged, stored, or disposed of on the Premises during its tenancy.

20.04 Tenant will defend, indemnify and hold the Landlord harmless from any cost, expense, claims or liability resulting from violations of any environmental laws hereunder by Tenant.

20.05 The Terms of this section shall expressly survive the expiration or earlier termination of the Lease.

SECTION 21. TERMINATION AND EXPIRATION

Upon expiration of the Term or termination pursuant to the provisions hereof, the Tenant shall yield and deliver to the Landlord possession of the Premises and Facility in good repair and condition, reasonable wear and tear excepted. If the Tenant should fail to yield the Premises and Facility in the required condition, the Landlord may undertake whatever repairs or work required to restore the Premises and Facility to good repair and condition and the Tenant shall pay the cost thereof upon presentation of the Landlord of an itemization of such costs incurred.

SECTION 22. HOLDING OVER

Any holding over by Tenant after the expiration of the Lease Term or any renewal thereof shall be treated as a tenancy from month-to-month terminable upon sixty (60) days notice by either Landlord or Tenant to the other and otherwise on the terms and conditions set forth in this Lease, so far as applicable.

SECTION 23. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 24. RECORDING MEMORANDUM

Landlord and Tenant agree not to record this Lease, but each party agrees, at the request of the other, to execute, acknowledge, and deliver a memorandum of lease. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

SECTION 25. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant and Landlord shall be construed to be both a covenant and a condition.

SECTION 26. WAIVERS

Failure of the Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by

said party of its rights hereunder. No waiver by the Landlord or Tenant at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed an waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

SECTION 27. FEDERAL AND STATE AGREEMENT

32.01 All terms and obligations under this Agreement shall be subordinate to the provisions of the existing agreement between the City of Portland and the State of Maine and United States Government, and any future agreements between the same, relative to the funding and construction of the Fish Pier Complex. Tenant agrees to execute any amendment to this Agreement whenever requested by the City of Portland which is required to bring the City into compliance with any law or regulation relating to the development and operation of the Fish Pier Complex project.

32.02 No Discrimination. It is understood and agreed that funds for the construction of the Complex by City and its assignees have been provided in part by grant money from the United States Economic Development Administration, and that it is essential that use by the fishing industry of Common Areas be preserved and protected and that service to vessels be provided according to reasonable and lawful rules and regulation and without discrimination and without preference.

SECTION 28. LANDLORD'S RIGHT TO ENTER, INSPECT AND REPAIR

The Landlord, by its authorized officers, employees, agents, contractors, sub-contractors and other representatives, shall have the right, at such times as may be reasonable under the circumstances and with as little interruption of Tenant's operations as is reasonable practicable, to enter upon and in the Premises and Facility without charge for the following purposes:

(a) Inspection. To inspect the Premises and Facility to determine whether tenant has complied and is complying with the terms and conditions of this Agreement.

(b) Maintenance. To perform maintenance and make repairs in any case where it has an obligation to do so or where Tenant has failed to carry out its obligation to do so, but only after the Landlord has given Tenant reasonable notice to perform its maintenance obligation. In that event, Tenant shall promptly, upon demand, reimburse the Landlord for the reasonable cost of the Landlord performing Tenant's maintenance or repair obligation as Additional Rental.

SECTION 29. COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Lease Term.

SECTION 30. NOTICES

Whenever, by the terms of this Lease, a notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand, or sent by Federal Express or a similar reputable express delivery service, or by registered or certified mail, return receipt requested, postage prepaid. If intended for Landlord, addressed to Landlord, at the address set forth below; and if intended for Tenant, addressed to Tenant at the Premises.

All such notices shall be effective upon receipt.

Notices to Landlord shall be sent to:

Portland Fish Pier Authority
c/o City Manager
389 Congress Street
Portland, Maine 04101

and

Director of Recreation and Facilities Management
389 Congress Street
Portland, Maine 04101

Notices to Tenant shall be sent to:

Portland Fish Exchange
6 Portland Fish Pier
Portland, Maine 04101
Attn: General Manager

SECTION 31. COMPLIANCE WITH EDA REQUIREMENTS

The parties acknowledge that several portions of the Premises has been developed or improved with Economic Development Administration grant funds, and both parties agree to comply with all terms and conditions of all grants agreements between EDA and Landlord or Tenant to the extent that those terms and conditions apply to this Lease; and to comply with all applicable terms and conditions of all grant agreements for any future governmental funding for improvements to or development of the Premises.

SECTION 32. ENTIRE AGREEMENT

This Agreement (including exhibits hereto) expresses the entire understanding and all agreements of the Landlord and the Tenant with each other, and neither the Landlord nor the Tenant has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Agreement (including the exhibits hereto). This Agreement and its Exhibits may be modified only by a written amendment approved by the governing bodies of both parties and signed by the Landlord and the Tenant.

SECTION 33. GOVERNING LAWS

This Agreement shall be governed by the laws of Maine.

[signatures on next page]

IN WITNESS WHEREOF, the PORTLAND FISH PIER AUTHORITY has caused this AGREEMENT to be signed in its corporate name and sealed with its corporate seal by Robert Elder, its President, thereunto duly authorized, and the PORTLAND FISH EXCHANGE has caused this AGREEMENT to be signed in its corporate name by Ray Swenton, its President, thereunto duly authorized, as of the day and date first stated above.

WITNESS:



PORTLAND FISH PIER AUTHORITY

BY:



Robert Elder
Its President

WITNESS:



PORTLAND FISH EXCHANGE

BY:



Ray Swenton
Its President

APPROVED AS TO LEGALITY:



STATE OF MAINE
Cumberland, ss.

October 20, 2014

Personally appeared the above-named Robert Elder, President of the Portland Fish Pier Authority, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the Portland Fish Pier Authority.

Before me,



Notary Public/Attorney at Law
Michael Goldman Bar No. 9842
October 20, 2014

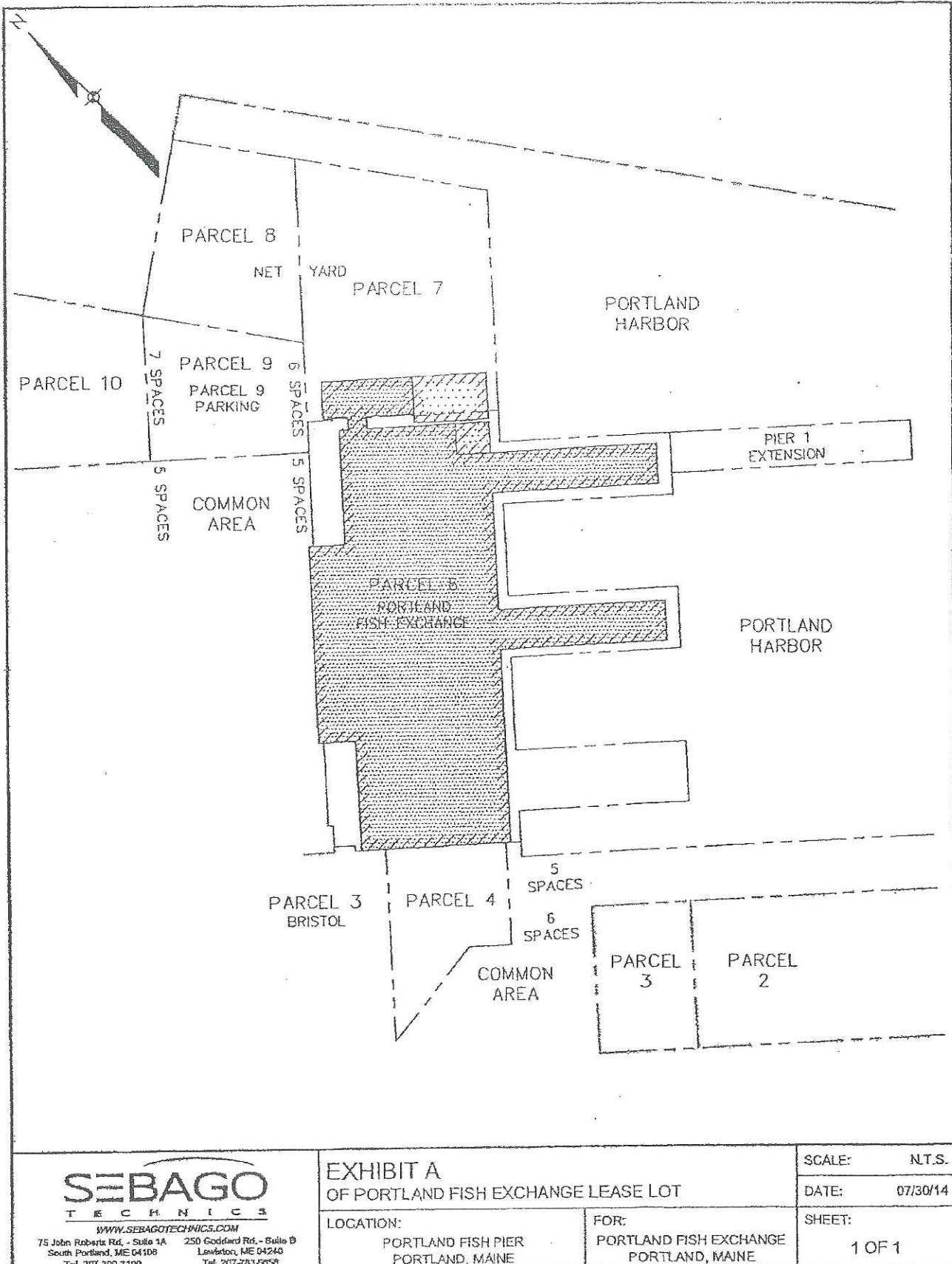
STATE OF MAINE
Cumberland, ss.

Personally appeared the above-named Ray Swenton, President of the Portland Fish Exchange, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the Portland Fish Exchange.

Before me,



Notary Public/Attorney at Law
Michael Goldman Bar No. 9842



**FIRST AMENDMENT TO
PORTLAND FISH EXCHANGE
LEASE AGREEMENT**

This **FIRST AMENDMENT** is made as of the ____ day of April 2019, to the September 1, 2014 Portland Fish Exchange Lease Agreement by and between the **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit corporation having a place of business in the City of Portland, County of Cumberland, and State of Maine (“Landlord”), and the **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation having a place of business in the City of Portland, County of Cumberland, and State of Maine (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a certain Portland Fish Exchange Lease Agreement dated September 1, 2014 (the “Lease”) for certain real property at the Portland Fish Pier Complex in Portland, Maine (the “Fish Pier”), which property includes, among other parcels and rights, Parcel 4 at the Fish Pier and the right to park vehicles in eleven spaces on the common area southeasterly of, and adjacent to, Parcel 4 (the “Common Parking Area”), all as described in sections 1.03(f) and 4.03 of the Lease and as depicted on Exhibit A attached to the Lease and as depicted on a certain plan entitled Amended Recording Plat “Portland Fish Pier Complex” Portland Maine, prepared by Owen Haskell, Inc., dated February 5, 1990, last revised June 24, 2002, and recorded in the Cumberland County Registry of Deeds, Plan Book 202, Page 477 (the “2002 Plat”); and

WHEREAS, on ____, 2019, the City of Portland approved an amendment to the 2002 Plat entitled ____, prepared by Owen Haskell, Inc., dated ____ 2019, and recorded in the Cumberland County Registry of Deeds, Plan Book ____, Page ____ (the “2019 Plat”), which amends Parcel 4 so that it now includes the Common Parking Area (a copy of the 2019 Plat is attached hereto as Exhibit A-1 and incorporated herein); and

WHEREAS, because the 2019 Plat amends Parcel 4 so that it now includes the Common Parking Area, the parties desire to amend the Lease in order to redefine the leased Premises.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Exhibit A to the Lease is hereby deleted and replaced with Exhibit A-1 attached hereto.

Agenda 5.
Draft PFX Lease Amendment

2. Section 1.03(f) of the Lease is hereby deleted and replaced with the following:

“Premises. The term “Premises” shall mean the real property identified on the 2019 Plat as Lot 4, Lot 6, Lots 7 and 8 (which include the so-called “Net Yard”) and any improvements made thereon; and all berthing adjacent to Lots 6, 7, and 8, including three (3) finger piers (including the Pier 1 extension), and bulkheads, subsurface pilings, and water, sewer, fuel and electrical connections together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining. Parking privileges on a portion of Lot 9 and a portion of the common area in front of the Fish Exchange main building are also hereby granted, subject to the provisions of section 4, below.”

3. Section 4.03 of the Lease is hereby deleted and replaced with the following:

“Parking. In addition to parking anywhere on the Premises (including Lot 4), Tenant is hereby granted permission to use up to 23 parking spaces at a monthly rent of Twenty Five Dollars (\$25.00) each, subject to adjustment in number and location as deemed necessary by Landlord, such parking spaces to be located as follows: (a) 11 parking spaces in the common “Parking” area in front of the Fish Exchange main building, and (b) 12 parking spaces on Lot 9 as depicted on Exhibit A-1.”

4. Any and all terms and conditions of the Lease not herein amended shall remain in full force and effect for the duration of the Lease as amended hereby.

Signature page follows.

Agenda 5.
Draft PFX Lease Amendment

IN WITNESS WHEREOF, the said **PORTLAND FISH PIER AUTHORITY** has caused this Agreement to be signed and sealed by Nicholas Mavodones, its President, thereunto duly authorized, and **PORTLAND FISH EXCHANGE** has caused this Agreement to be signed and sealed by Thomas Valleau, its President, thereunto duly authorized, the day and year first above written.

WITNESS:

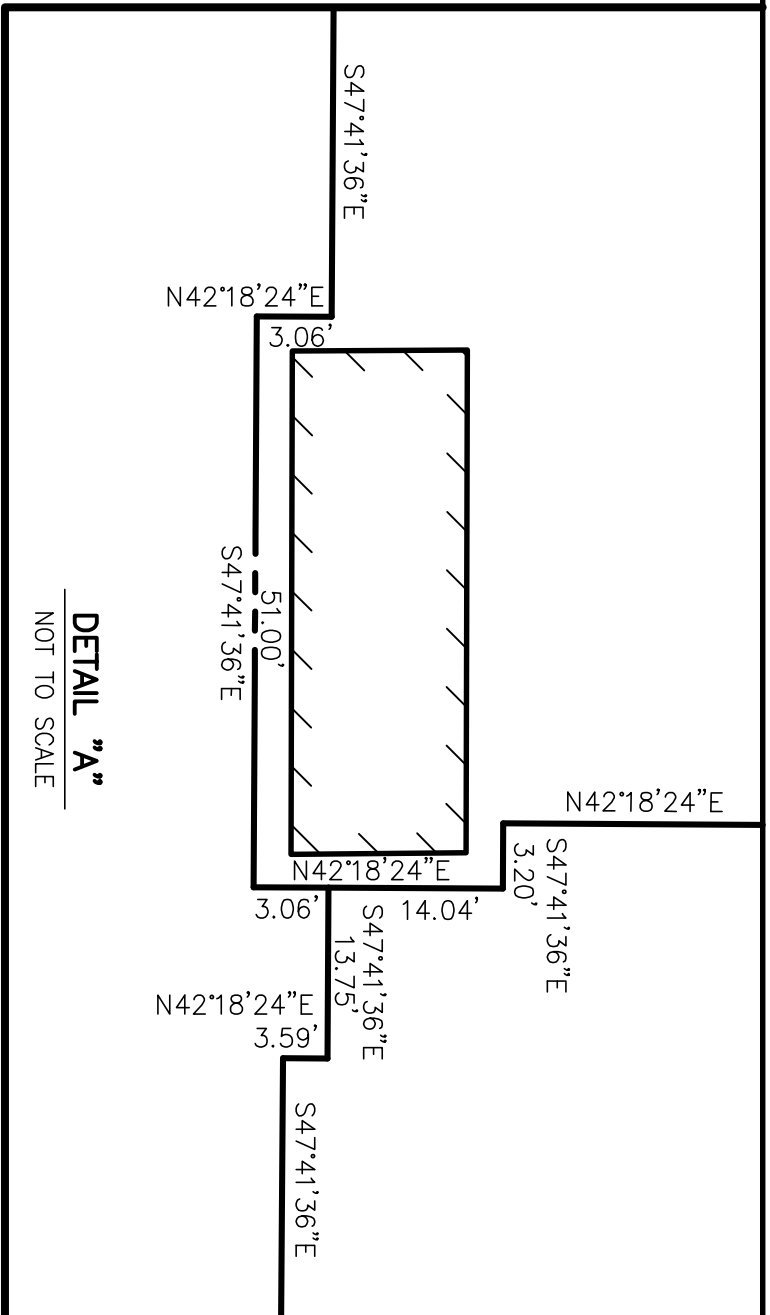
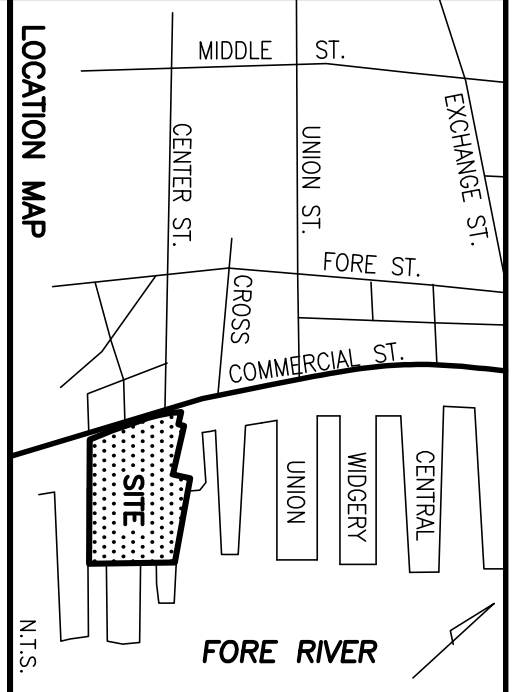
PORTLAND FISH PIER AUTHORITY

By: _____
Nicholas Mavodones
Its President

WITNESS:

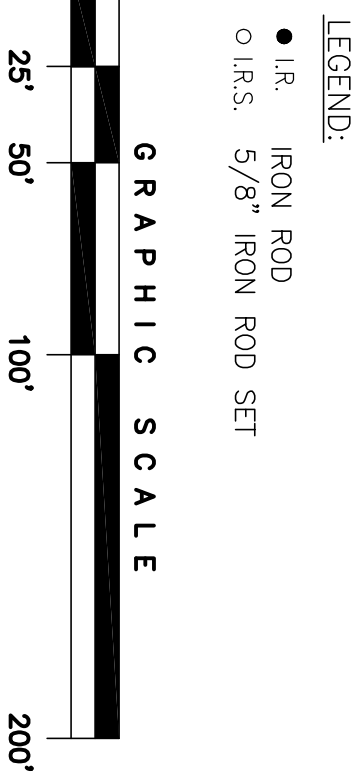
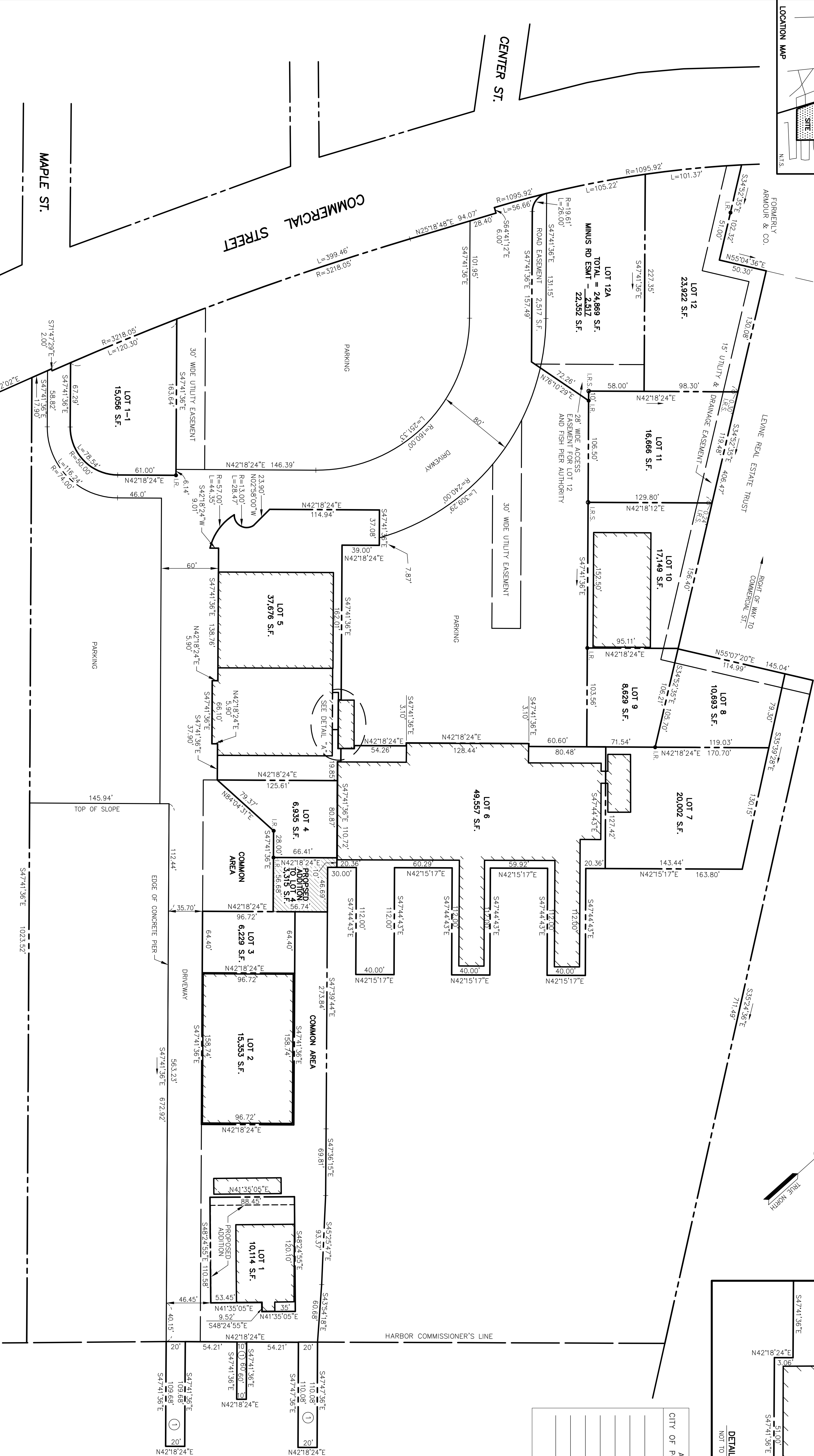
PORTLAND FISH EXCHANGE

By: _____
Thomas Valleau
Its President



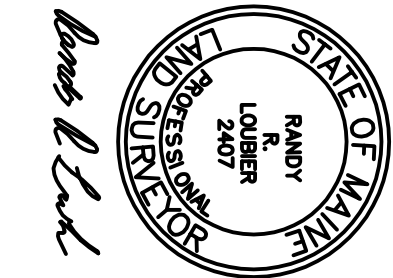
APPROVED BY THE CITY OF PORTLAND PLANNING BOARD
DATE

FORE RIVER (PORTLAND HARBOR)



- NOTES:
- CITY RESERVES THE RIGHT TO RELOCATE PROPOSED DRIVEWAYS, UTILITIES, PARKING AND OTHER COMMON AREAS, AND PROVIDE REASONABLE SUBSTITUTE FACILITIES TO ANY AFFECTED TENANT.
 - ALL POWER LINES ARE TO BE INSTALLED OVERHEAD.

- PLAN REFERENCES:
- RECORDING PLAT "PORTLAND FISH PIER COMPLEX" IN PORTLAND, MAINE FOR THE CITY OF PORTLAND BY OWEN HASKELL, INC. DATED 8/15/83 RECORDED IN PLAN BOOK 161, PAGE 10.
 - STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, COMMERCIAL STREET, PORTLAND FEDERAL AND PROJECT NO. M-0085(4) DATED JUNE 1991, SHTS. 2 AND 3.
 - MAINE DEPARTMENT OF TRANSPORTATION TAKINGS FOR FISH PIER COMPLEX RECORDED IN PLAN BOOK 137 PAGES 34-35.
 - AMENDED RECORDING PLAT, PORTLAND FISH PIER COMPLEX FOR THE CITY OF PORTLAND BY OWEN HASKELL, INC. DATED 2/5/90, REVISED 2/10/92, RECORDED 3/13/92 IN PLAN BOOK 192, PAGE 32.



PROPOSED AMENDMENTS TO PFEX HOLDINGS "PORTLAND FISH PIER COMPLEX" PORTLAND, MAINE			
MADE FOR OWEN HASKELL, INC. 16 CASCO ST., PORTLAND, ME 04101 (207) 774-0424 PROFESSIONAL LAND SURVEYORS			
Drawn By	DBP	Date	Job No.
Trace By	DBP	3/20/2019	8006P
Check By	JWS/JRL	Scale	Drwg. No.
Book No.	208222457	1" = 50'	1

