PORTLAND FISH PIER AUTHORITY
BOARD OF DIRECTORS
April 28, 2025, 1:00 PM

Remote Special Meeting Format on the Zoom Platform

PFPA Board Members

Class A Directors: **Groundfish Harvester or Representative**
Mary Hudson, MCFA
Tracy Pearce

Class B Directors: **Groundfish Buyers**
Nick Alfiero, Harbor Fish Market
Tim Merrill, Merrill's Seafood

Class C Directors: **Representing the seafood industry of the State of Maine**
Rob Odlin, Representing the Lobster Industry
Matthew Moretti, Representing the Aquaculture Industry

Class D Director: **Representing the Public at Large**
John Arnold

Class E Director: **Representing the City Council**
Wesley Pelletier, District 2

Ex-Officio Members of the Board of Directors:

Representing the Commissioner of the Maine DOT
Chris Mayo
Representing the Commissioner of Maine DMR
Meredith Mendelson, Department of Marine Resources, President
Representing the Portland City Manager
Brendan O'Connell, Finance Director, Treasurer

*********Meeting Link*********

Please click the link below to join the webinar:
https://portlandmaine-gov.zoom.us/j/84279095017?pwd=XiuJzixjJVkilgpv5bgKyp5nmtLrBH.1
Panelists will receive their own unique link via email on the day of the meeting.

1. Nomination and vote for additional Board Members to join the following subcommittees:

a. i. Finance Subcommittee
ii. Portland Fish Exchange Subcommittee
Action Item - Public Comment

2. Executive Session to for attorney advice/education.

a. **Note:** Pursuant to 1. M.R.S.A. 405(6)(e), the Board will go into executive session for attorney advice and education.
Action Item - Public Comment

3. Approval of March 20, 2025 Meeting Minutes

a. March 20, 2025 PFPA Draft Meeting Minutes attached.
Action Item - Public Comment

4. **Financial Update - Statement produced by Tonya Mitchell, Senior Admin Officer II, Finance Department is attached and will be presented at the meeting by Kaela Gonzalez, ARPA Program Coordinator**

   a. See attached financial statement for April 2025.

5. **Presentation by Tec Associates on the Fish Pier Condition and prioritized projects.**

   a. See attached TEC Associates presentation.

6. **Review and vote on Portland Fish Exchange Shore Power Upgrade Project - Phil DiPierro, Project Manager.**

   a. See attached memorandum and preliminary concept maps.
   Action Item - Public Comment

7. **Review and vote on proposed overnight parking at the Front Fish Pier Lot.**

   a. See attached correspondence.
   Action Item - Public Comment

8. **Portland Fish Exchange Update - Robert Vanmeter, PFX Exchange Manager.**

   a. See attached update.

   b. Review and vote on the proposed new buyer, Atlantic Offshore Fishery. See attached application.
   Action Item - Public Comment

9. **Review and vote to accept the proposed Portland Fish Exchange FY2026 Budget - Robert Vanmeter, PFX Exchange Manager.**

   a. See attached proposed FY2026 Portland Fish Exchange Budget.
   Action Item - Public Comment

10. **Review and vote on the amended and restated Lease Agreement with 10 Portland Fish Pier LLC (Lot #10).**

   a. **Suggested Motion:** Motion to (i) approve the Amended and Restated Lease Agreement between the Portland Fish Pier Authority and 10 Portland Fish Pier LLC in substantially the form attached to the agenda and (ii) consent to the Assignment and Assumption of Lease agreement in substantially the form attached to the agenda, and (iii) authorize the President of the Board to execute said lease and assignment agreements and any other documents necessary or appropriate to effectuate the intent of said agreement.

   Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session to review proprietary confidential information associated with this lease.

   Action Item - Public Comment

11. **Review request from Bristol Seafood to install concrete pad for refrigeration equipment.**

a. See attached request from Bristol Seafood and lease materials.

12. **Board and Staff discussion on items not on the Agenda**

13. **Next Regular Meeting Date: May 15, 2025**

14. **Adjournment**

DRAFT Meeting Minutes

PORTLAND FISH PIER AUTHORITY
BOARD OF DIRECTORS
March 20, 2025, 2:00 PM

Remote Meeting Format on the Zoom Platform

PFPA Board Members Present

Class A Directors: Groundfish Harvester or Representative
Mary Hudson, MCFA
Tracy Pearce

Class C Directors: Representing the seafood industry of the State of Maine
Rob Odlin, Representing the Lobster Industry
Matthew Moretti, Representing the Aquaculture Industry

Class D Director: Representing the Public at Large
John Arnold

Ex-Officio Members of the Board of Directors:
Representing the Commissioner of Maine DMR
Meredith Mendelson, Department of Marine Resources, President
Representing the Commissioner of the Maine DOT
Chris Mayo

PFPA Board Members Absent

Class B Directors: Tim Merrill
Nick Alfiero

Class E Director: Wesley Pelletier, District 2

Ex-Officio Members of the Board of Directors:
Brendan O'Connell, Finance Director

Staff Present

Robert Vanmeter, PFEX Exchange Manager
Greg Watson, Director of Housing and Economic Development Department
Matthew Ouellette, Parking Division Supervisor
Michael Goldman, Corporate Counsel
Avery Dandreta, Associate Corporate Counsel
Philip DiPierro, Waterfront Project Manager
Kaela Gonzalez, ARPA Program Coordinator

Public

Approximately 3 members of the public attended on Zoom.

1. Approval of Meeting Minutes. *February 13, 2025, PFPA Meeting*

Motion to approve February 13, 2025 Meeting Minutes
Motion by Arnold, 2nd by Hudson

No Public Comment
Approved 6-0-1 (Mendelson abstained)

2. Financial Statement, Portland Fish Pier. - *Statement produced by Tonya Mitchell, Senior Admin Officer II, Finance Department was attached and presented at the meeting by Kaela Gonzalez, ARPA Project Coordinator.*

The PFPA has received about 75% of expected revenue for this fiscal year. The $200,000 approved in February for Porltand Fish Exchange support is not reflected in the current statement.

3. Facilities Report. *Phil DiPierro, Waterfront Project Manager. The Facilities project update was attached and presented verbally at the meeting.*

Normal maintenance over the Winter months. The City has been working with an Electrical Engineer to assess the facility's electrical power and shore power units. Planning to replace 7 of the 9 shore power units with metered ones, which will include conduit, wiring, and breakers, and will cost between $350,000 - $400,000. The presentation by TEC Associates on the Fish Pier Condition was tabled to the next meeting.

4. Portland Fish Exchange Update. *Update produced and presented by Robert Vanmeter, PFEX Exchange Manager covering the attached materials.*

Request for the Board to consider a new buyer, Atlantic Offshore Fishery, at the next meeting. Michael Goldman, Corporation Counsel, recommends the Board clearly define the role of the Portland Fish Exchange Subcommittee, and clarifies that the subcommittee votes to recommend actions to the Board according to the Bylaws.

5. Review and discuss the potential for overnight parking at the Front Fish Pier Lot.
Presented by Matthew Ouellette, Parking Division Supervisor.

The Board is asked to consider overnight hourly parking from 4:00 p.m. to 8:00 a.m., which can be brought to a vote at the next meeting if required. The Parking Division estimates there are over 100 spaces unoccupied during overnight hours.

6. Review of Draft Annual Report for FY2025 and vote to forward to the Corporator (City Council) as a communication. *Presented by Kaela Gonzalez, ARPA Program Coordinator.*

Motion to approve the Draft Annual Report for FY2025 as a communication to the Corporator with the suggested edit of changing Luke's Lobster to Look Lobster.
Motion by Arnold, 2nd by Mendelson

No Public Comment
Motion passes by vote of 7- 0 by all present.

7. Subcommittee Updates.

a. **Fish Exchange Subcommittee -** *Presented by Portland Fish Exchange Subcommittee chair, Tracy Pearce.*

   The Fish Exchange Subcommittee has met twice, focusing on goal setting and determining the role of the subcommittee.

b. **Finance Subcommittee -** Will hold the first meeting on March 25, 2025.

8. Board and Staff discussion on items not on the Agenda

Mr. Watson informed the Board of an interested business looking for a new space to operate, Ocean's Balance, that produces seawood products for consumption. After some general discussion on food separation and space, the Board decided to have the Fish Exchange Subcommittee explore this option further.

The New England Fishery Management Council has released the 2025 Recommended Measures for Cod and Haddock. Highlights include an increase of Gulf of Maine haddock by 50% and a decrease of George's Bank Haddock by 75%.

9. Next Regular Meeting Date: April 17, 2025

10. Salary Reimbursement Request for funding a portion of the Waterfront Coordinator Position for the 2026 Fiscal Year. *Presented by Greg Watson, Housing and Economic Development Director.*

Mr. Watson is requesting reimbursement for 30% of the Waterfront Coordinator position.

Motion to approve the use of Portland Fish Pier Authority funds for up to 30% of the annual salary compensation costs for the Waterfront Coordinator position.
Motion by Mendelson, 2nd by Arnold

No Public Comment
Motion Passes by vote of 6-0 by all present (Chris Mayo left the meeting prior to the vote)

11. Executive Session to discuss Portland Fish Exchange Personnel

Motion to go into executive session pursuant to 1 M.R.S.A. 405(6)(A) for a discussion of personnel matters regarding the Portland Fish Exchange.
Motion by Arnold, 2nd by Pearce

No Public Comment
Motion passess by vote of 6-0 by all present.

12. Meeting Adjourned by consensus of all attending at approximately 4:11 p.m.

Attachments included in the meeting packet:

Draft Meeting Minutes for February 13, 2025
PFPA Financial Update for March 2025
Fish Pier Facilities Update for March 2025
PFEX Shore Power Presentation
Tec Assosciates Presention
PFEX Manager Update for March 2025
Nightly Use Parking Proposal
Draft Annual Meeting Communication
Memorandum to the PFPA Board for Salary Reimbursement Request

Agenda Item 4
April PFPA Financial
Statement

Fish Pier Authority
FY25 Budget Status
As of April-10-2025

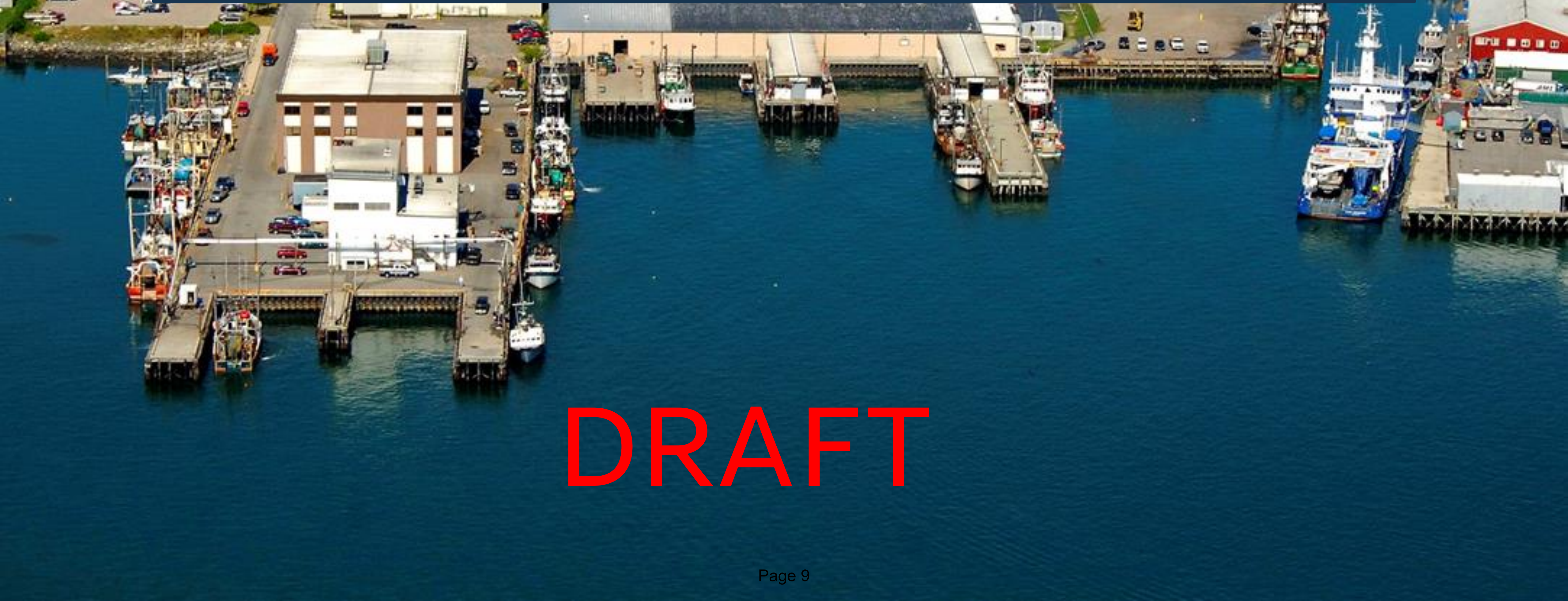
	FY25 Budget	YTD	Balance	%	FY24 YTD	FY25 vs. FY24	%
Revenue:							
Miscellaneous	14,395	3,880	10,515	27.0%	720	3,160	438.8%
Berthing	29,376	23,180	6,196	78.9%	4,208	18,972	450.9%
Parking	470,404	403,613	66,791	85.8%	76,536	327,077	427.4%
Ground Rent (Leases)	199,833	199,910	(77)	100.0%	30,611	169,299	553.1%
Interest Income					76	(76)	-100.0%
Total Revenue	714,008	630,583	83,425	88.3%	112,150	518,433	462.3%
Expenditures:							
Admin. and Maint. Servic	92,399	81,040	11,359	87.7%	27,704	53,336	192.5%
Travel/Training/Meetings	1,500	0	1,500	0.0%	0	0	#DIV/0!
Contractual Services	30,263	3,623	26,640	12.0%	3,132	491	15.7%
Engineering Services	26,000	6,954	19,046	26.7%	3,007	3,947	131.3%
Printing/Copying	1,200	880	320	73.3%	0	880	#DIV/0!
Equipment Repair	12,000	4,250	7,750	35.4%	0	4,250	#DIV/0!
Land/Pier/Building Repai	200,000	48,996	151,004	24.5%	11,148	37,847	339.5%
Insurance	15,120	0	15,120	0.0%	0	0	#DIV/0!
Supplies	13,500	1,492	12,008	11.1%	0	1,492	#DIV/0!
Electricity	15,000	14,075	925	93.8%	827	13,248	1601.2%
Debt Service	10,724	10,273	451	95.8%	0	10,273	#DIV/0!
Total Expenditures	417,706	171,582	246,124	41.1%	45,818	125,763	274.5%
Net Revenues Over(Under) Expe	296,302	459,001	(162,699)		66,332	392,670	592.0%

PORTLAND FISH PIER

CONDITIONS, IMPROVEMENTS, AND ESTIMATES

JANUARY 2025

PREPARED BY TEC ASSOCIATES



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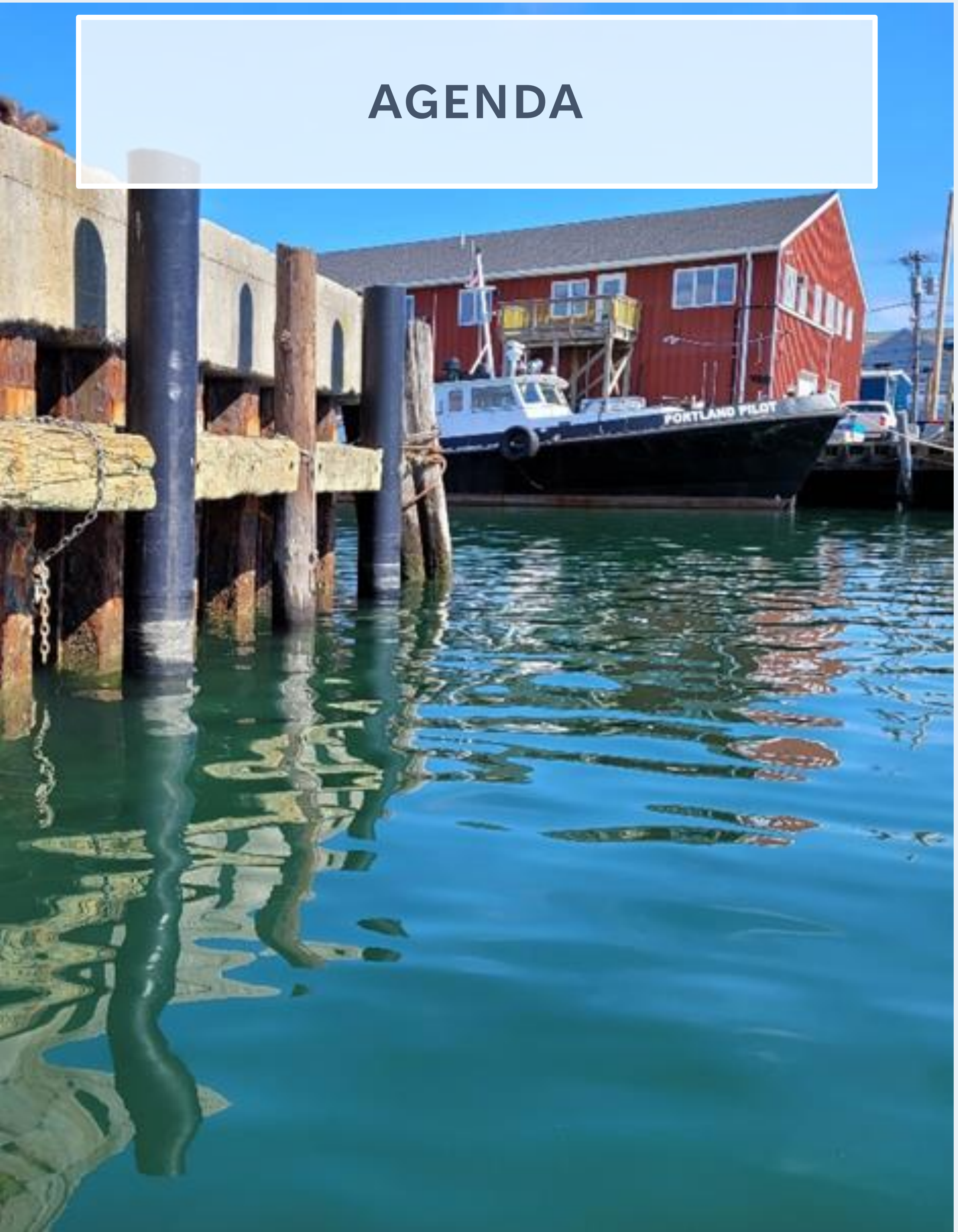
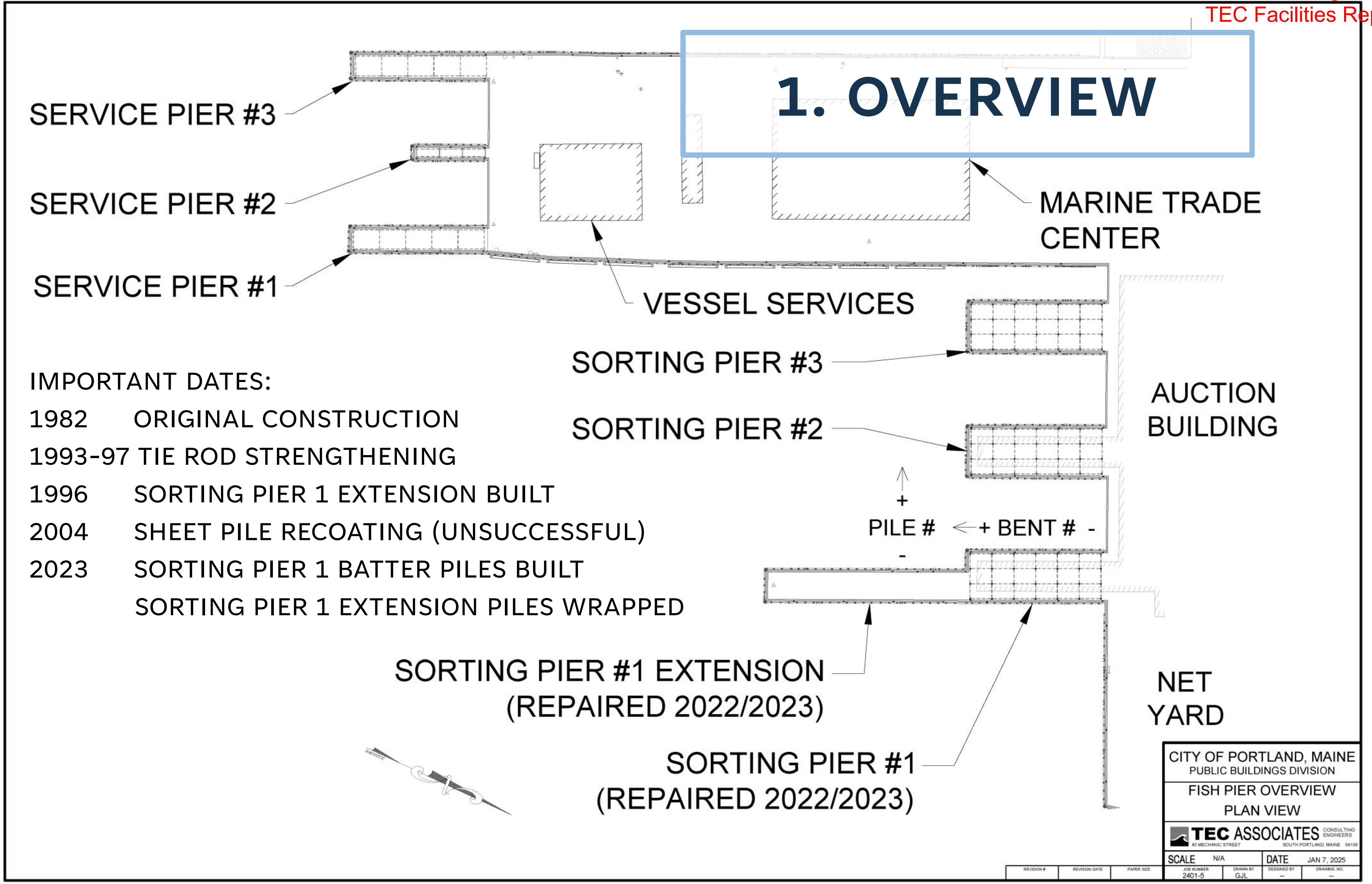
AGENDA



1. OVERVIEW
2. CURRENT CONDITION
   - I. SORTING PIERS 1-3
   - II. SERVICE PIERS 1-3
   - III. FENDER SYSTEM
   - IV. SHEET PILE PIER AND QUAY
3. SERVICE PIER REPAIRS
   - I. OPTION 1: REPLACEMENT
   - II. OPTION 2: H PILE REPAIR/ADDED BATTER
   - III. OPTION 3: ABANDON
4. SORTING PIER REPAIRS
   - I. OPTION 1: SORTING PIER 3 EXTENSION AND SORTING PIER 2 REPAIRS
   - II. OPTION 2: SORTING PIER BATTERS
   - III. FENDER SYSTEM, SHEET PILES, AND BULKHEAD
5. RECOMMENDED PHASING

1. OVERVIEW



IMPORTANT DATES:

1982 ORIGINAL CONSTRUCTION

1993-97 TIE ROD STRENGTHENING

1996 SORTING PIER 1 EXTENSION BUILT

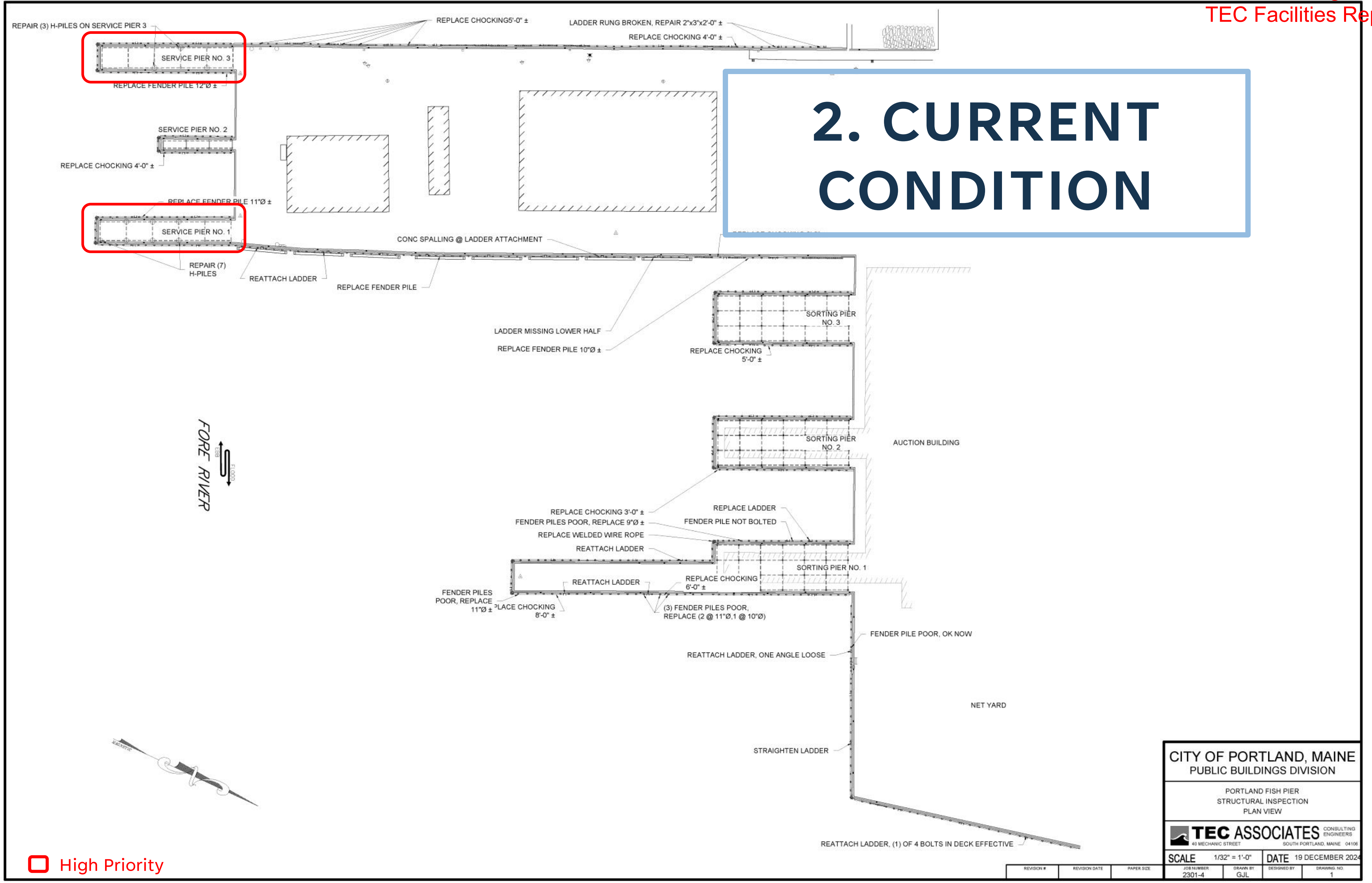
2004 SHEET PILE RECOATING (UNSUCCESSFUL)

2023 SORTING PIER 1 BATTER PILES BUILT

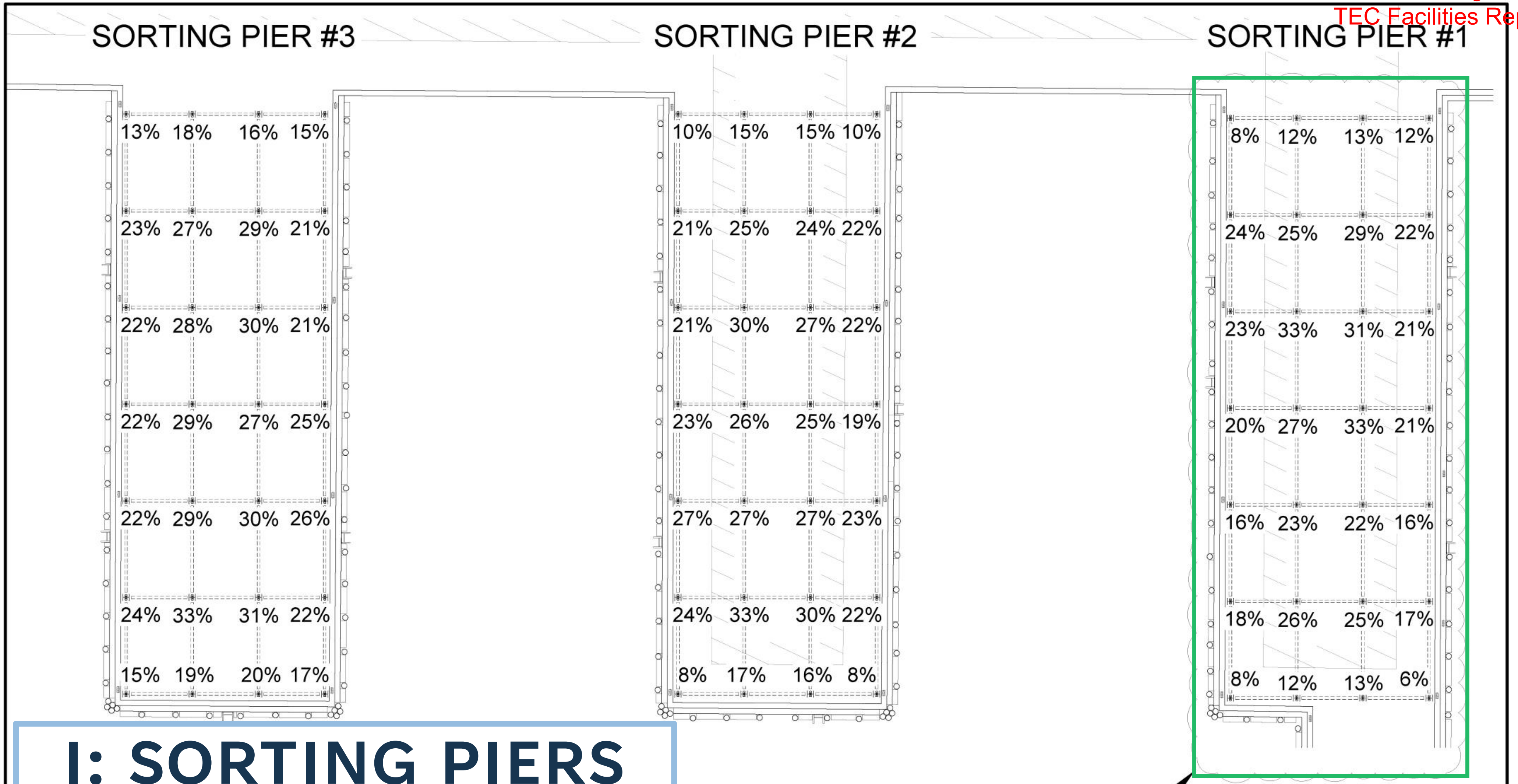
SORTING PIER 1 EXTENSION PILES WRAPPED

3

2. CURRENT CONDITION



High Priority



I: SORTING PIERS

Note: % Shown indicates the percentage of the allowable capacity of each piling during the design live load and dead load. Any occupancy of a structure loaded above the "allowable" capacity is unacceptable. We would typically not expect failure to occur until the structure is loaded to approximately 200% of the allowable capacity.

Recent Improvements

IN 2022 & 2023:
- ALL H-PILE WRAPPED
- CROSS BRACING DEMOLISHED
- (10) BATTER PILES INSTALLED

CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

SORTING PIERS EXISTING H-PILE CONDITION PLAN

TEC ASSOCIATES CONSULTING ENGINEERS
40 MECHANIC STREET, SOUTH PORTLAND, MAINE 04106

SCALE 1/8" = 1'-0" DATE 10 JAN 2025
JOB NUMBER 2401-5 DRAWN BY GJL

SORTING PIER 1 & EXTENTION

Original Pier:

- 28 H-Piles (HP14x117) (7 bents x 4 piles)
- 10 Pipe pile batter piles (14” x 5/8”)
- Batter piles/ H-pile wraps installed in 2023
- 1/8”-3/16” corrosion on flanges typical (Under UHMW wraps)

Extension Pier:

- 30 Precast Piles (5 bents x 6 piles)
- Repaired in 2023

- **No repairs anticipated in 10Yrs+**

SORTING PIER 2

Original Pier:

- 28 H-Piles (HP14x117) (7 bents x 4 piles)
- Original cross bracing

- 3/16”-1/4” corrosion on flanges typical
- **Cross Bracing in poor condition, replace in 5-7 years**
- No pile improvements needed in immediate future (pile wrapping should be completed when bracing is replaced)

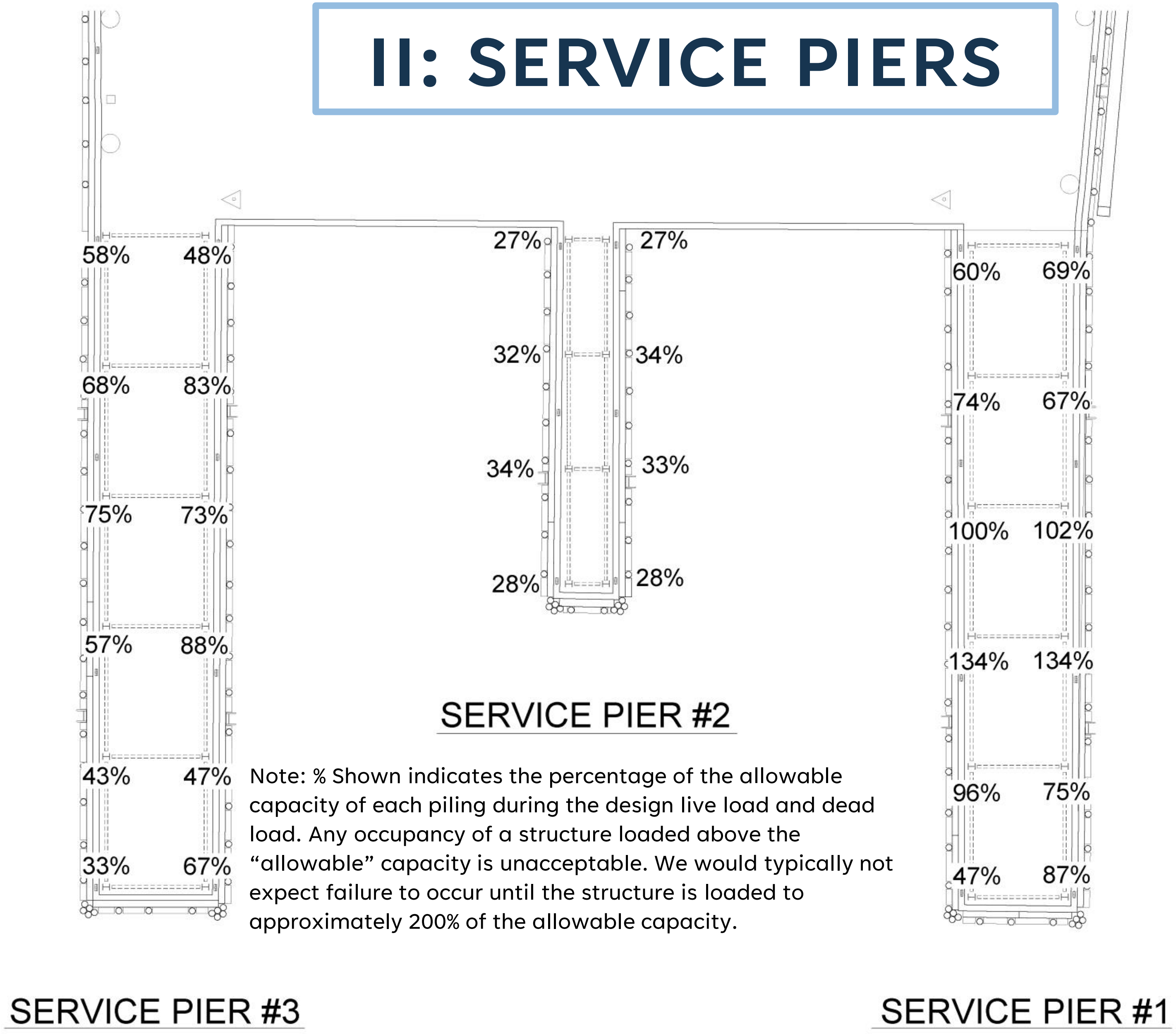
SORTING PIER 3

Original Pier:

- 28 H-Piles (HP14x117) (7 bents x 4 piles)
- Original cross bracing

- 3/16”-1/4” corrosion on flanges typical
- **Bracing in poor condition, perform typical repair in 5-7 years**
- **Pier may be expanded westward to meet sheet pile bulkhead**
  - **Would avoid the need for batter piling**
- No pile improvements needed in immediate future (pile wrapping can be done when bracing is replaced)

II: SERVICE PIERS



Note: % Shown indicates the percentage of the allowable capacity of each piling during the design live load and dead load. Any occupancy of a structure loaded above the "allowable" capacity is unacceptable. We would typically not expect failure to occur until the structure is loaded to approximately 200% of the allowable capacity.

CITY OF PORTLAND, MAINE PUBLIC BUILDINGS DIVISION						
SERVICE PIERS EXISTING H-PILE CONDITION						
TEC ASSOCIATES CONSULTING ENGINEERS 40 MECHANIC STREET SOUTH PORTLAND, MAINE 04106						
REVISION #	REVISION DATE	PAPER SIZE	SCALE $\frac{1}{8}$" = 1'-0"		DATE 7 JAN 2025	
			JOB NUMBER 2401-5	DRAWN BY GJL	DESIGNED BY --	DRAWING. NO. --

SERVICE PIER 1

Original Pier:

- 12 H-Piles (HP14x89) (6 bents x 2 piles)
- Original Cross Bracing

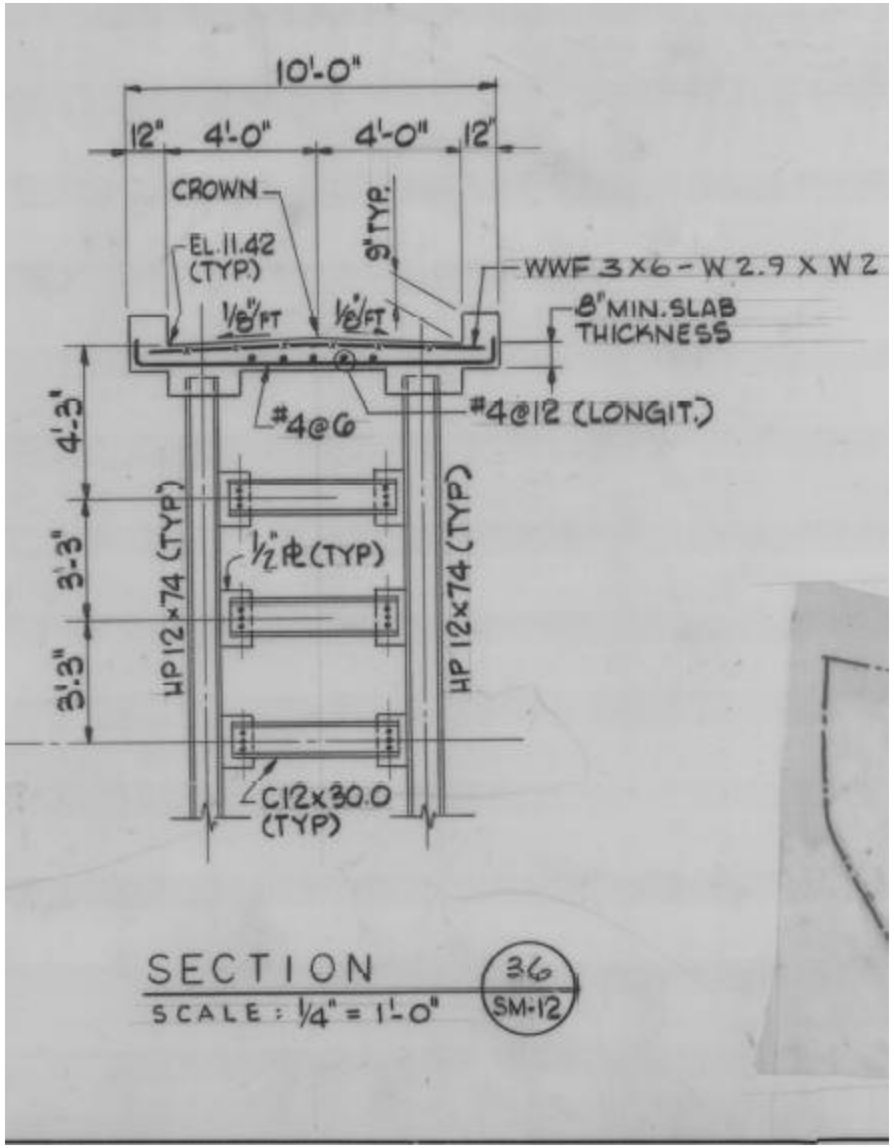
- 1/4”-1/2” corrosion on flanges typical, some to 0
- 4 of 12 piles overloaded at max loading conditions
- 3 of 12 other piles loaded 75% or more
- Bracing in poor condition, repair with piles
- Repairs needed within 1-2 years
- **Highest priority**

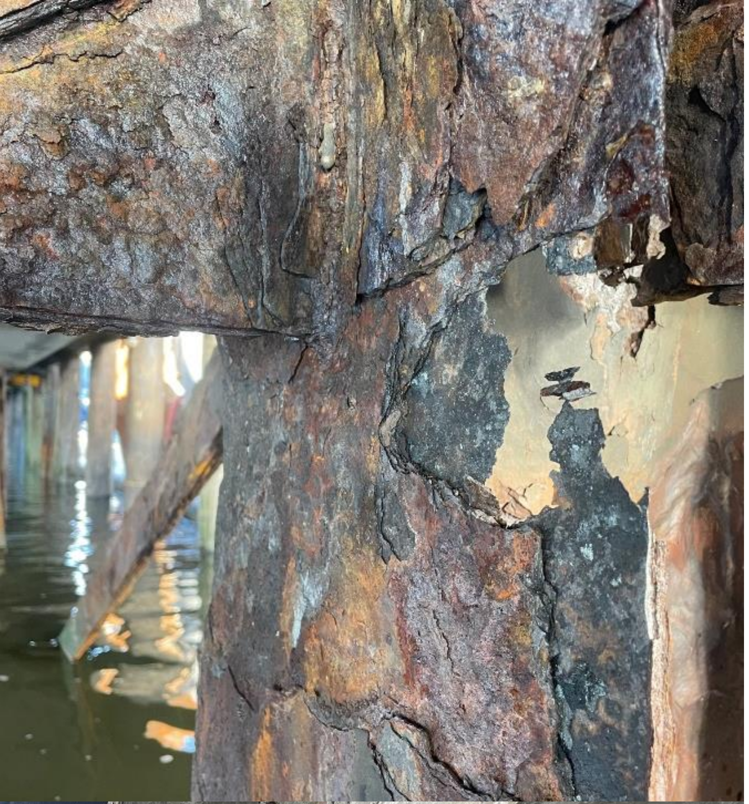
SERVICE PIER 2

Original Pier:

- 8 H-Piles (HP12x74) (4 bents x 2 piles).
- Original channel bracing

- 3/16”-5/16” corrosion on flanges typical.
- Bracing in fair condition, no need for replacement.
- **No pile improvements needed in immediate future.**
- Piles have small C.S.A., corrosion inevitable, life span 10+ years.





SERVICE PIER 3

Original Pier:

- 12 H-Piles (HP14x89) (6 bents x 2 piles).
- Original Cross Bracing

- 3/16”-7/16” corrosion on flanges typical, some to 0
- 3 of 12 piles loaded over 75%
- Bracing in poor condition, replace with batter piles
- Repairs needed within 3-5 years
- **2nd highest priority, should be completed with Service Pier 1**

III: FENDER SYSTEM

Repairs on the fender system should continue to happen as required

No urgent existing defects

Current list of defects include

- 14 poor/missing fender piles ($2,500 ea)
- 12 ladder defects ($100-$1,000 ea depending)
- 12 poor chocking blocks (62’-0” lf)($1,200 ea)
- Other minor hardware repairs

IV: SHEET PILE PIER AND BULKHEAD

- Sheet pile averages 3/64” of corrosion with up to 1/8”
- **No repairs needed in immediate future**
- Last ultrasonic inspection was in 2020, next inspection should include ultrasonic readings
- Inspection should be done following city dredging project

3. SERVICE PIER REPAIRS

OPTION 1:
REPLACEMENT

OPTION 2:
H-PILE REPAIRS AND ADDED BATTER PILES

OPTION 3:
STANDARD MAINTENANCE

I - OPTION 1: REPLACE SERVICE PIERS 1 & 3

COST:

DEMO = $50/SF x 20' x 110' x 2

= $220,000

NEW = $350/SF x 20' x 110' x 2

= $1,540,000

TOTAL= $1,760,000 ($880,000 ea)

*All costs taken as Jan 2025 prices

LIFESPAN:

50+ years with maintenance

OTHER CONSIDERATIONS:

- Largest Upfront Capital Expenditure
- Service pier 1 needed within next couple of years.
- Service pier 3 needed within 3-5 years.
- Piers can be built together or separately
  - Together saves some cost
  - Separate allows operation to continue
- More design and resilience flexibility

II - OPTION 2: H-PILE REPAIR & ADDED BATTER PILES FOR SERVICE PIERS 1 & 3

COST:

DEMO	= $5,217/pile x 24	=	$125,200
HP Repair	= $9,213/pile x 10	=	$ 92,130
WRAPS	= $4,320/pile x 24	=	$103,680
BATTER	= $57,950/pile x 8	=	$463,600
	OTHER	=	$213,819

(Engineering, Permitting, Mobilization, & Contingency)

TOTAL	**=**	**$998,429**
SERVICE PIER 1 ONLY	=	$535,854
SERVICE PIER 3 ONLY	=	$506,575

*All costs taken as Jan 2025 prices

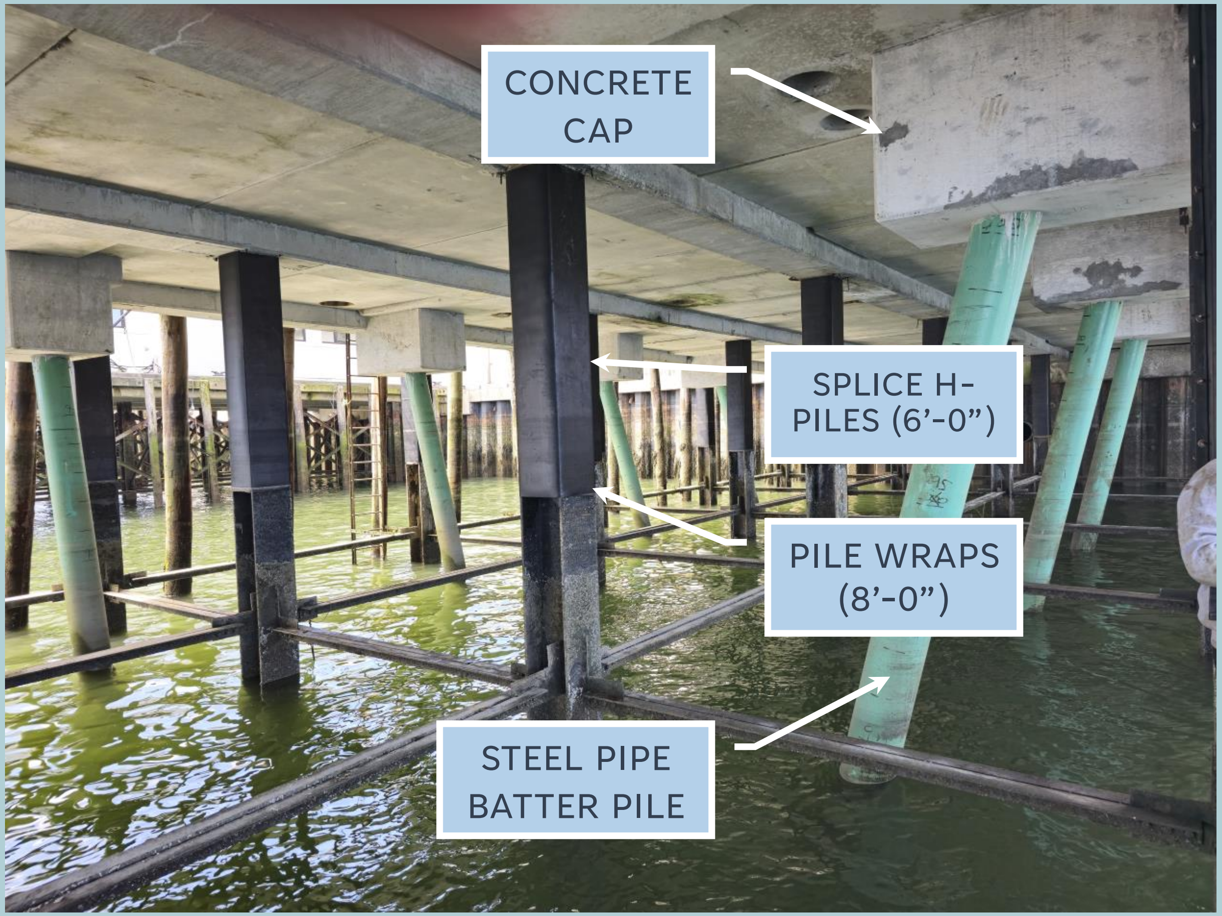
LIFESPAN:

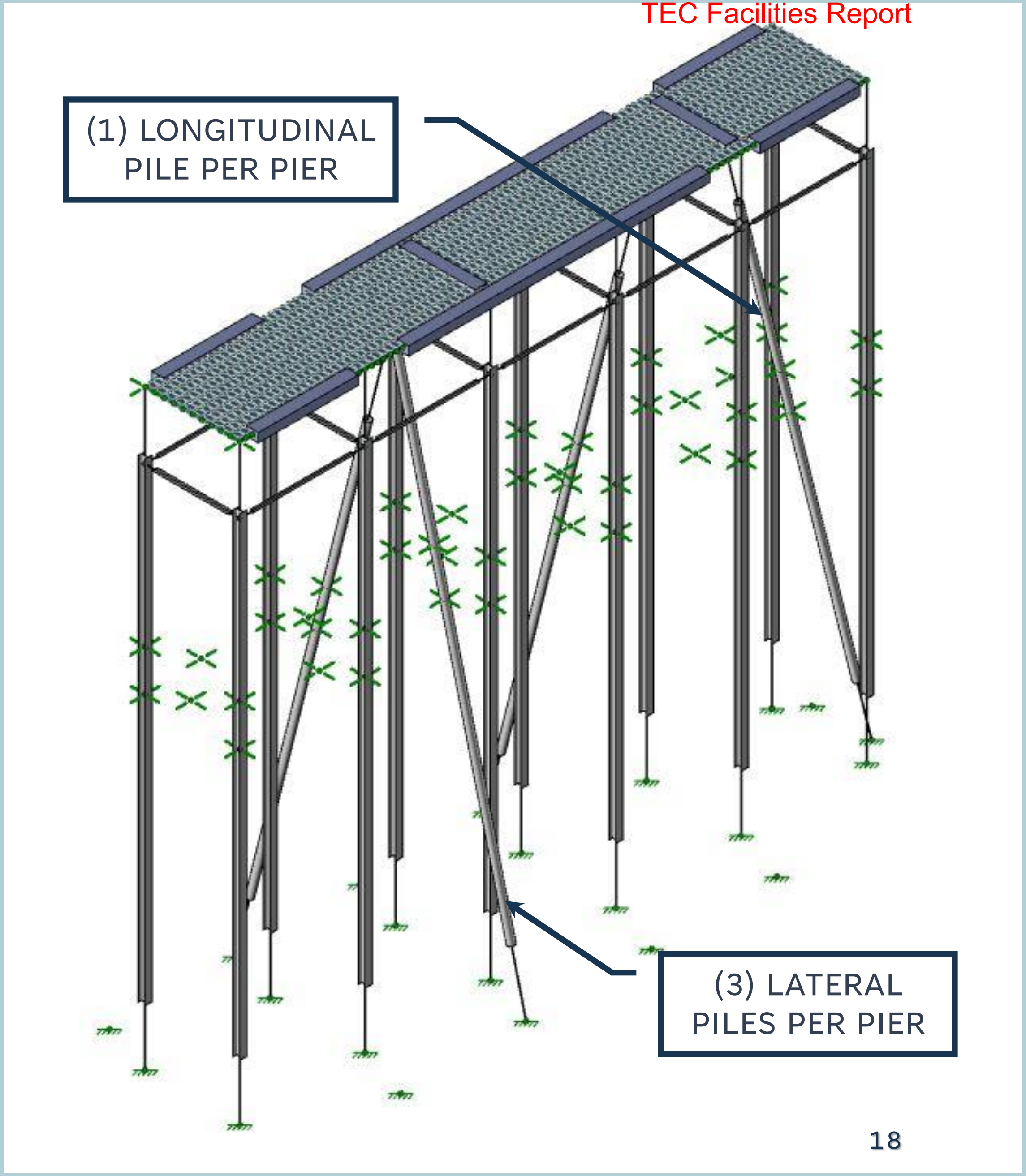
15+ years with maintenance + anode replacement

OTHER CONSIDERATIONS:

- Non-spliced piles will still have reduced section
- Batter pile length is subject to design
- Existing cross bracing will be removed for pile wraps

H-PILE REPAIRS & ADDED BATTER PILES DESIGN





III - OPTION 3: CONTINUE ROUTINE MAINTENANCE (DO-NOTHING OPTION)

COST:

ROUTINE MAINTENANCE ~ $10,000/yr on fender system.

DEMO COST	(1 & 3)	=	$250,000
	(2)	=	$100,000

*All costs taken as Jan 2025 prices

"DO NOTHING" LIFESPAN:

Service Pier 1: 1-3 years

Service Pier 2: 10+ years

Service Pier 3: 3-10 years

OTHER CONSIDERATIONS:

- Actual lifespans are subject to change, but regular inspection will be necessary
- The loss of Service Pier 1 or 3 results in 220FT of berthing loss
- The loss of Service Pier 2 results in 120' of berthing loss

4. SORTING PIER REPAIRS

OPTION 1:
SORTING PIER 3 EXTENSION & SORTING PIER 2 REPAIRS

OPTION 2:
SORTING PIER 3 & 2 REPAIRS

FENDER SYSTEM, SHEET PILES, AND BULKHEAD REPAIRS

OPTION 1: SORTING PIER 3 EXTENTION & SORTING PIER 2 REAPIRS

COST:

PIER EXPANSION (SP. #3	= $350/SF x 30’ x 112’	=	$1,176,000
DEMO BRACING(BOTH)	= $5,217/pile x 56	=	$292,152
WRAPS (BOTH)	= $4,320/pile x 56	=	$241,920
BATTER (SO. 2)	= $57,950/pile x 10	=	$579,500
	OTHER	=	$213,819
	TOTAL	**=**	**$2,503,391**

Note: Pier expansion cost is based on an average of previous construction costs. Considering the location, and existing conditions actual costs may be substantially less.

*All costs taken as Jan 2025 prices

LIFESPAN:

15+ years with maintenance + anode replacement

OTHER CONSIDERATIONS:

- Increased pier area/flexibility in operation
- Flexibility in phasing
- Sorting Pier 3 could see loading capacity limited to eliminate demo/wrap need.
- Main pier-sorting pier 3 area rarely used for berthing currently.

OPTION 2: SORTING PIER WRAPS AND BATTERS

COST:

DEMO (BOTH)	= $5,217/pile x 56	=	$292,152
WRAPS (BOTH)	= $4,320/pile x 56	=	$241,920
BATTER (BOTH)	= $57,950/pile x 20	=	$1,159,000
	OTHER	=	$213,819
	TOTAL	**=**	**$1,693,072**

*All costs taken as Jan 2025 prices

LIFESPAN:

15+ years with maintenance + anode replacement

OTHER CONSIDERATIONS:

- Piles will not be spliced; non-spliced piles will still have reduced section.
- Batter pile length is subject to change,
- Old bracing will be removed for pile wraps.
- Design from 2020 TEC design, same as recent pile wraps and added batter piles on sorting pier 1.

FENDER SYSTEM, SHEET PILES, AND BULKHEAD REPAIRS

- Currently, only routine fender repairs are necessary for maintenance elsewhere on the structure
- Sheet pile coating will likely be necessary within the next 10-15 years.
- Underwater bulkhead, pile, and ultrasonic thickness inspections (TEC Associates) should be completed within 5 years.

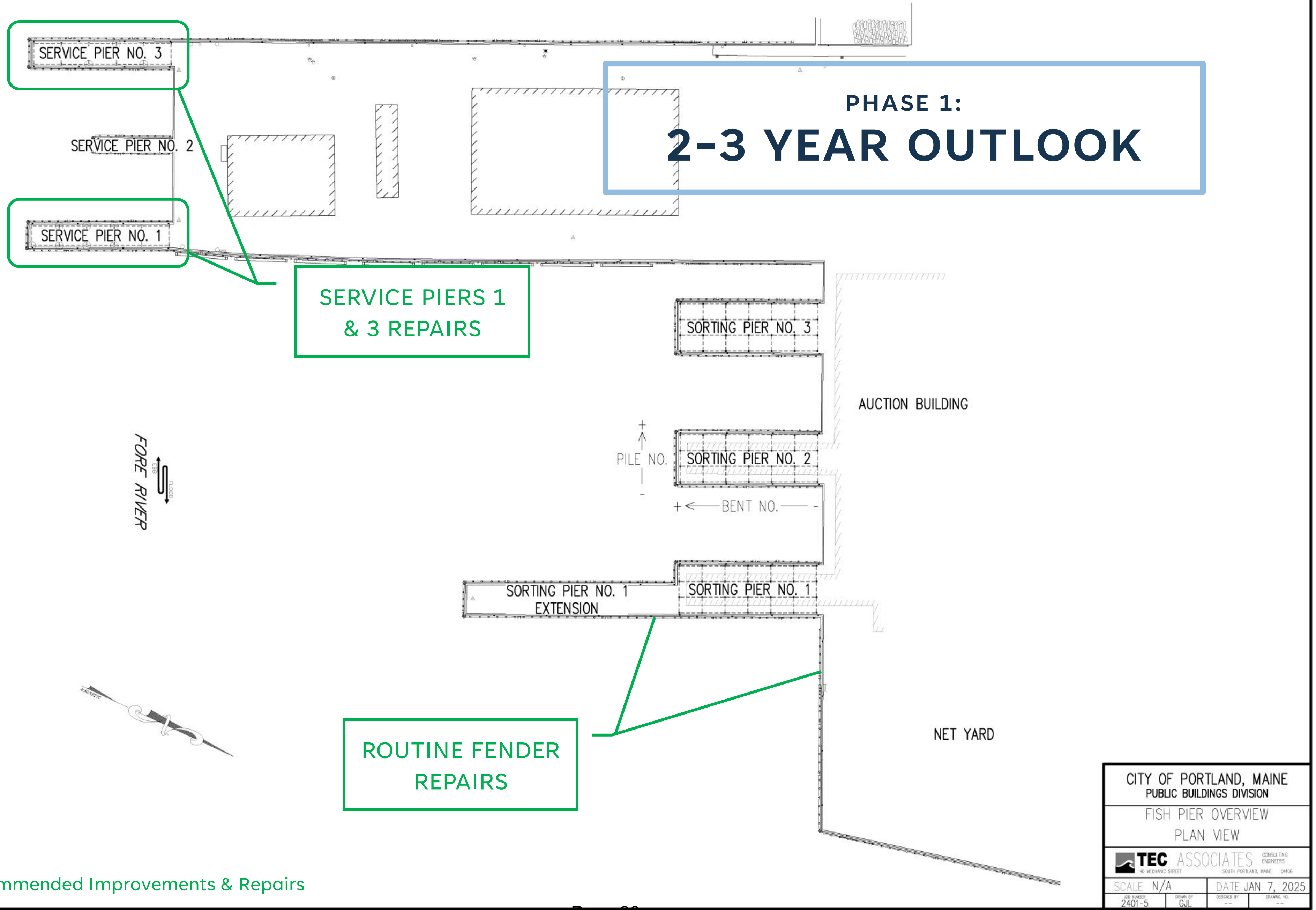
4. RECOMMENDED PHASING

PHASE 1:
2-3 YEAR OUTLOOK

PHASE 2:
5-7 YEAR OUTLOOK

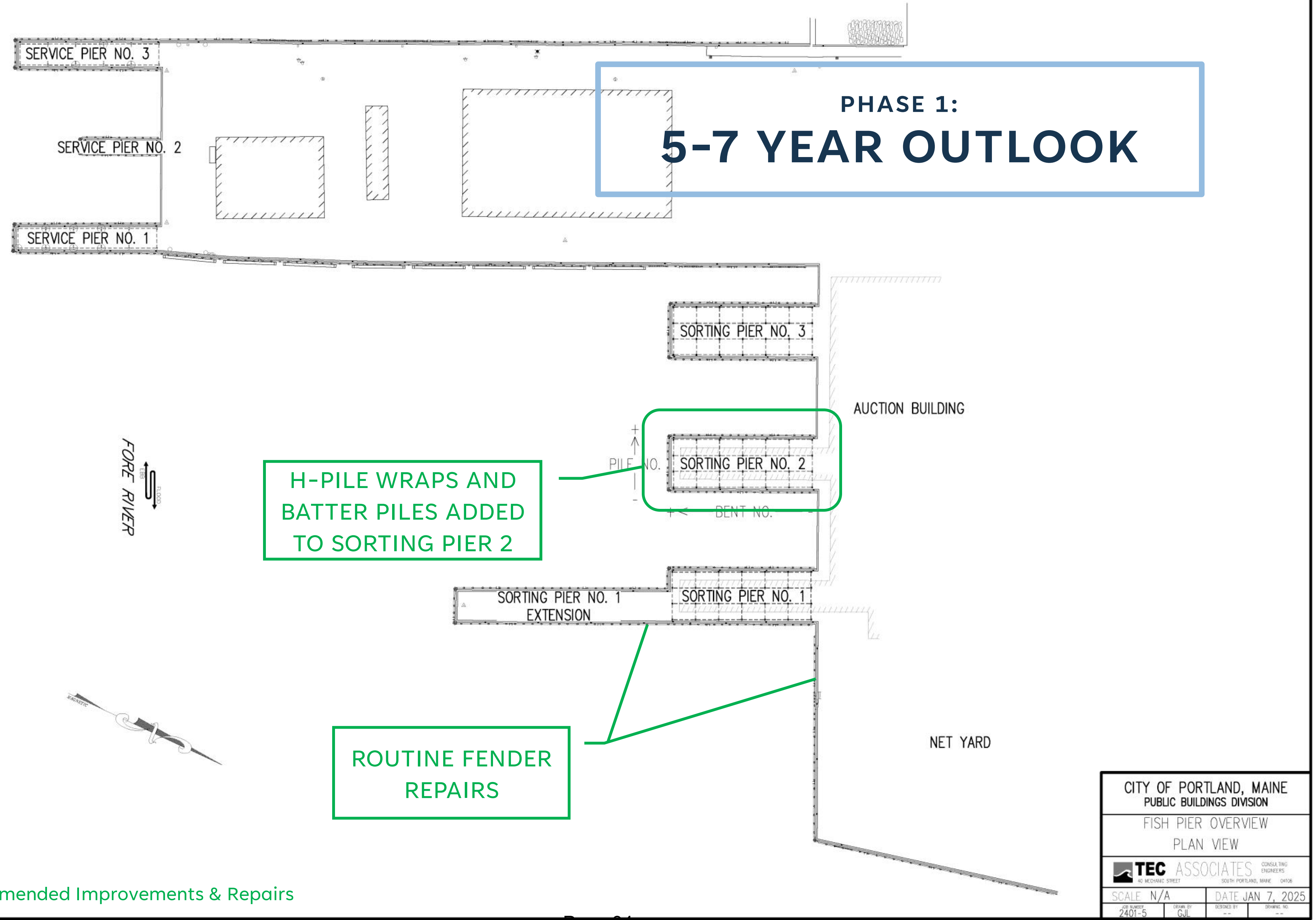
PHASE 3:
10-15 YEAR OUTLOOK

PHASE 1:
2-3 YEAR OUTLOOK



Recommended Improvements & Repairs

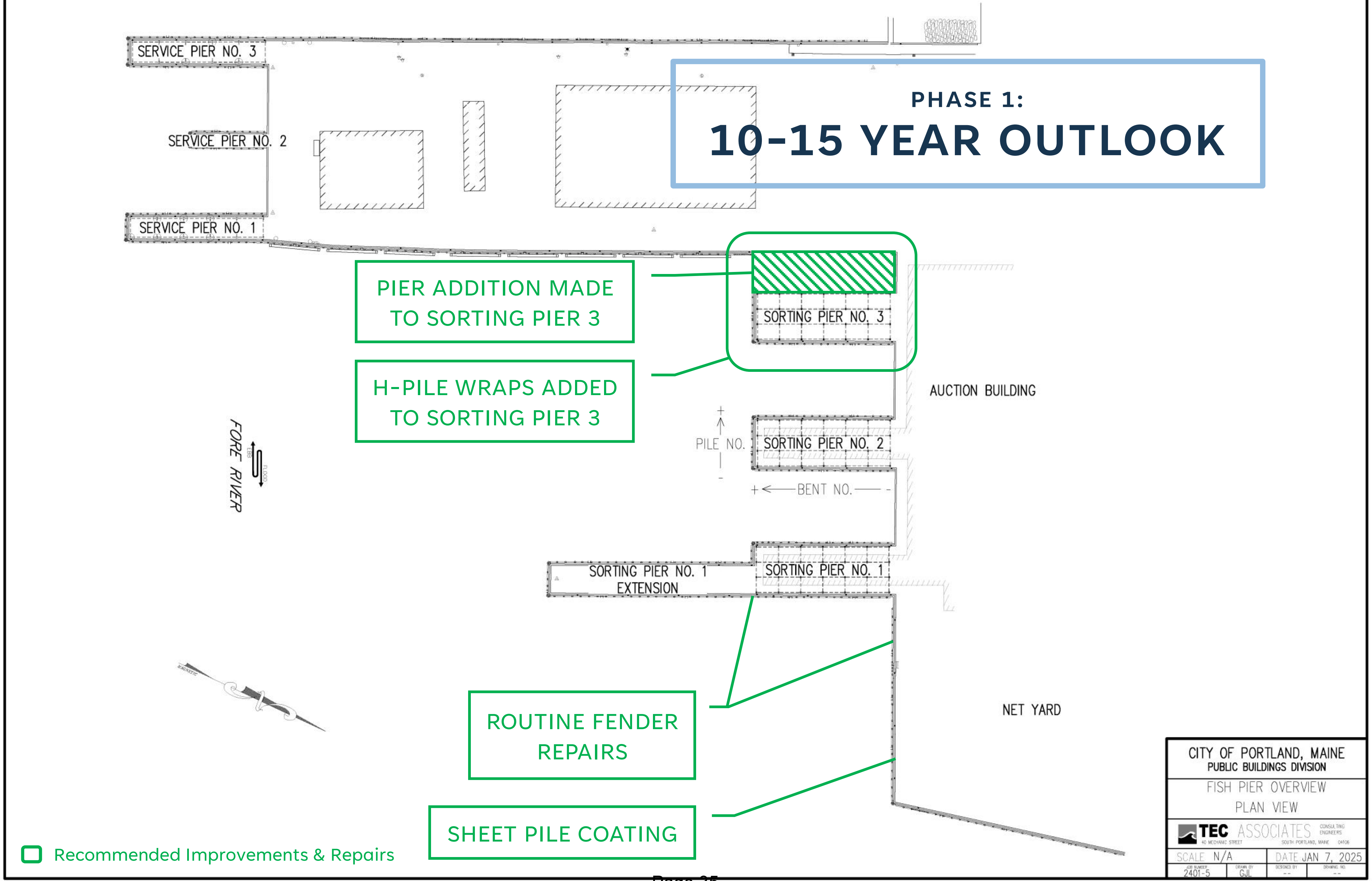
PHASE 1:
5-7 YEAR OUTLOOK



Recommended Improvements & Repairs

PHASE 1:

10-15 YEAR OUTLOOK



Recommended Improvements & Repairs

THANK YOU

Gordon Armstrong P.E.

(207) 767-6068

gordon@tecassoc.com

Gabriel Lambert E.I.

(802) 528-9335

gabriel@tecassoc.com

www.tecassoc.com

Public Buildings & Waterfront Division
Robert Kierstead
Director

public buildings & waterfront

To: Rob Odlin, Portland Fish Pier Authority President

From: Phil DiPierro, Project Manager Facilities Department

Date: April 7, 2025

Re: PFX Shore Power Upgrade Project

Dear Mr. Odlin and members of the Portland Fish Pier Authority,

The City of Portland Public Buildings and Waterfront Department has been asked to investigate the current state of the 9 existing shore power electrical pedestals located in the Net Yard, and on Sorting Pier 1 at the Portland Fish Exchange.

MEGA Engineering was hired to review the condition of the existing infrastructure and to provide guidance on how we should move forward. After having performed several site visits to assess the current condition of the units, it was determined that all 9 Shore power units should be replaced. Several of the units suffer from severe wear and tear, several pose severe safety hazards, and none meet current electrical codes. The existing shore power units were installed in the 1980's and they have subsequently reached the end of their useful life. It was determined that all 9 units should be upgraded to current electrical safety standards, and National Electrical Code Standards.

The suggested scope of work includes demolishing the existing infrastructure (shore power stations, conduit and wire, breakers, disconnects, etc.), and replace with new equipment that meets current electrical code to include new shore power stations, new conduit and wire, new breakers, new disconnects, etc.

Please accept this letter as an official request for funding from the Portland Fish Pier Authority for the Shore Power Upgrade Project. The engineer's opinion of costs to complete this project is estimated at $400,000.00.

Therefore, I request funding in the amount of $400,000.00.

The project would be advertised as a public bid, and the bidder that submits the lowest bid will be awarded the project.

Thank you for your consideration.

Regards,

Phil DiPierro

Public Buildings & Waterfront Administrative Offices
212 Canco Road, Suite C, Portland, Maine 04103
(207) 808-5400

CITY OF PORTLAND, MAINE

SHORE POWER RENOVATIONS AT PORTLAND FISH EXCHANGE 6 PORTLAND FISH PIER PORTLAND, ME 04101

PLAN

NORTH

OVERALL SITE PLAN

SCALE: APPROXIMATED AS SHOWN

PROJECT NOTES:

1. CLIENT
   - PORTLAND FISH EXCHANGE VIA CITY OF PORTLAND
   - CLIENT CONTACT: PHILIP DIPIERRO – PUBLIC BUILDINGS & WATERFRONT DEPARTMENT
   - EMAIL: PD@PORTLANDMAINE.GOV
   - PHONE: 207.808.5403

2. ENGINEER
   - MATT LYLE, P.E. – MEGA ENGINEERING, PLLC
   - EMAIL: MATT@MEGAENGINEERINGME.COM
   - PHONE: 207.749.4514

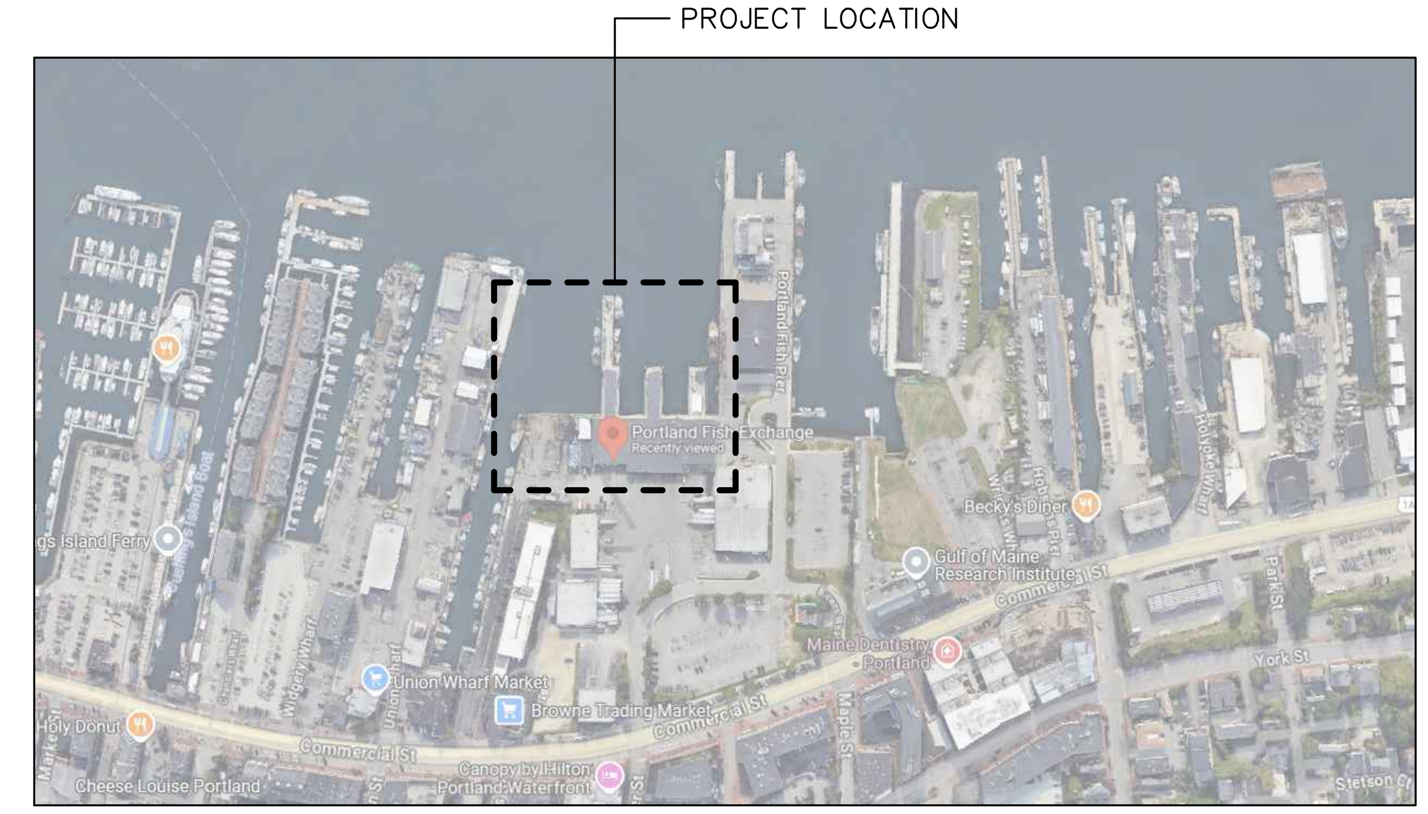
3. GENERAL WORK SCOPE INCLUDES THE FOLLOWING:
   - 3.1. COMPLETE DEMOLITION OF ALL EXISTING SHORE POWER STATIONS AS NOTED HEREIN ON THE SITE PLAN AND ACCOMPANYING DETAILS SHEETS. THIS INCLUDES FEEDER WIRING AND CONDUIT, UNLESS OTHERWISE NOTED.
   - 3.2. PROVIDE NEW SHORE POWER STATIONS AS DESIGNATED HEREIN ON SITE PLAN AND ACCOMPANYING DETAILS SHEETS.
     - 3.2.1. PROVIDE NEW FEEDER WIRING AND CONDUIT.
     - 3.2.2. PROVIDE NEW MOUNTING HARDWARE AND SUPPORT SYSTEMS FOR RACEWAYS.
     - 3.2.3. THE WORK OF THIS CONTRACT WILL REQUIRE WATER ACCESS IN ORDER TO REMOVE AND REPLACE RACEWAYS BELOW THE SORTING PIER. CONTRACTOR IS RESPONSIBLE FOR ALL WATER ACCESS, INCLUDING REQUISITE PERMITTING AND AUTHORIZATIONS.

4. THE FOLLOWING ALLOWANCES HAVE BEEN ASSIGNED TO ACCOUNT FOR UNFORESEEN PROJECT CONDITIONS:
   - 4.1. NET REPAIR YARD: PROJECT ASSUMPTION IS THAT EXISTING UNDERGROUND CONDUIT IS SUITABLE FOR RE-USE. SHOULD FIELD CONDITIONS NECESSITATE REPLACEMENT, PROVIDE EXCAVATION, CONDUIT REMOVAL/REPLACEMENT, BACKFILL, AND ASPHALT PAVING.
   - 4.2. ALLOWANCE: $300/LF; 200 LF (ASSUMED) = $60,000.

5. ADDITIVE ALTERNATE
   - 5.1. SEE SORTING PIER DETAIL SHEET E-102.
   - 5.2. PROVIDE ADDITIVE PRICE FOR REPLACING EXISTING SORTING PIER PANEL SP IN-KIND.
   - 5.3. PROVIDE NEMA 4X ENCLOSURE AND ALL MOUNTING HARDWARE REQUIRED FOR A COMPLETE IN-KIND REPLACEMENT INSTALLATION.
   - 5.4. FIELD CONFIRM EXISTING BREAKER LINEUP.

6. PROVIDE COMPLETE SYSTEM TESTING, INCLUDING:
   - 6.1. VOLTAGE READINGS AT EACH SHORE POWER CONNECTION.
   - 6.2. INSULATION RESISTANCE TESTING OF NEWLY INSTALLED WIRING.
   - 6.3. OPERATION OF GROUND FAULT DETECTION DEVICES.

PROJECT LOCATION



LOCATION MAP

SCALE: NOT TO SCALE

NOT FOR CONSTRUCTION - INTERNAL USE ONLY

REV.	SUBMISSION	DATE
2	95% REVIEW	03/04/2025
1	ISSUED FOR REVIEW	02/18/2025

CITY OF PORTLAND, MAINE

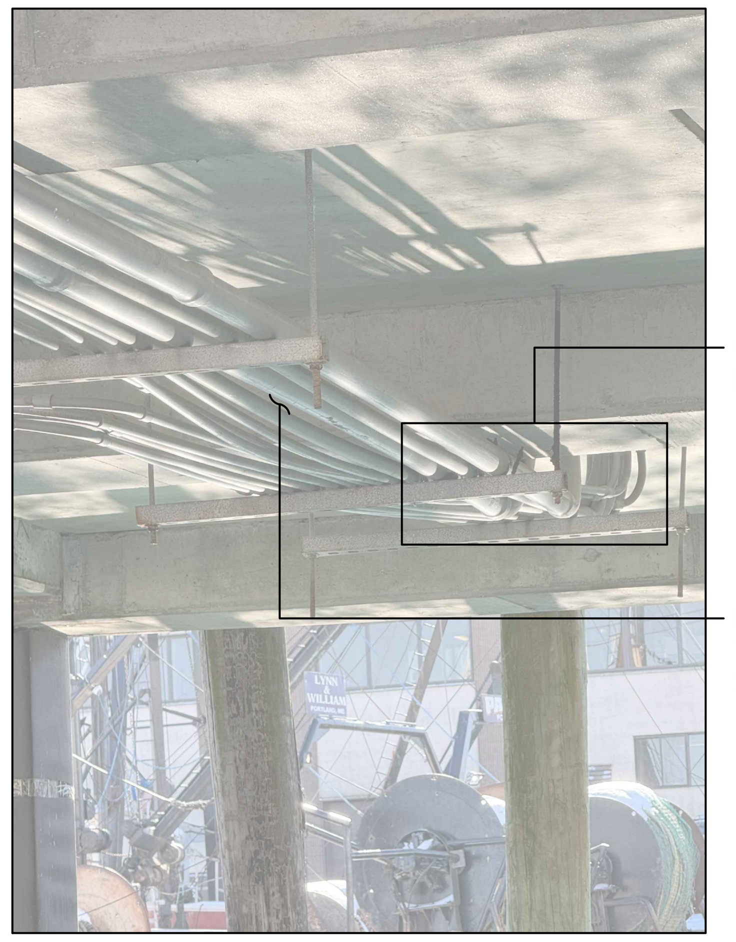
PORTLAND FISH EXCHANGE SHORE POWER UPGRADES

PROJECT TITLE SHEET

NOTE: ONLY AN ENGINEER-SIGNED, SEALED, AND DATED DOCUMENT MAY BE UTILIZED FOR PERMITTING, BIDDING, AND/OR CONSTRUCTION PURPOSES.

MEGA ENGINEERING
PORTLAND, ME
207.749.4514
MATT@MEGAENGINEERINGME.COM

MEGA PROJECT NO.	DRAWING NO.
2025-002	G-001
SHEET # 1 OF 4	

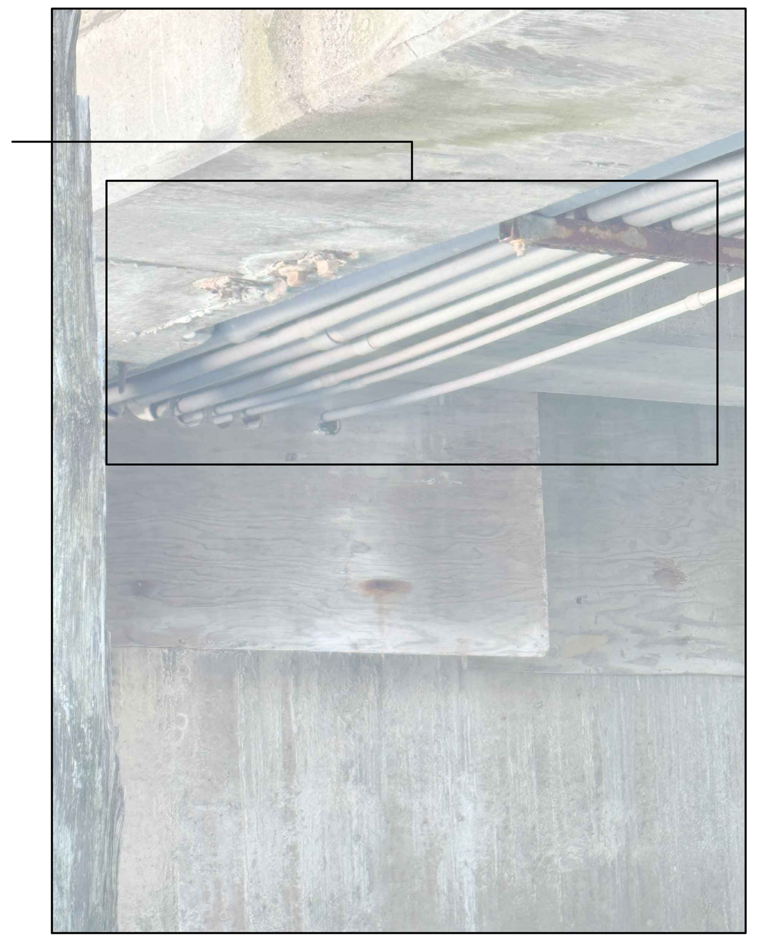


BELOW DECK CONDUIT TRANSITION

REFERENCE SHEET E-102

EAST-WEST CONDUIT ROUTING SEPARATION

REFERENCE SHEET E-102



EAST CONDUIT ROUTING

REFERENCE SHEET E-102

SORTING PIER BELOW DECK PHOTOS

REFERENCE SHEET E-102

PHOTOS E-102

PROPOSED SHORE POWER RECEPTACLE

SCALE: NONE

WORK SCOPE

1. BASIS-OF-DESIGN: EATON NEWPORT HARBOR MATE POWER STATION.
2. UL 231 LISTED AND NFPA 303 CERTIFIED FOR USE IN MARINAS AND BOATYARDS AS A WEATHERTIGHT ASSEMBLY.
3. 140-AMP BUS BAR; LOAD SIDE FACTORY PRE-WIRED FOR DESIGNATED BREAKER/RECEPTACLE ASSEMBLIES.
4. TWO (2) 125V/30A TWISTLOCK SHORE POWER RECEPTACLES; NEMA L5-30R.
   4.1. EACH PROTECTED BY ITS OWN 30A/1P BREAKER WITH INTEGRAL 30mA GROUND FAULT PROTECTION.
5. ONE (1) 125V/20A GFCI DUPLEX CONVENIENCE RECEPTACLE; NEMA 5-20R.
   5.1. PROTECTED BY ITS OWN 20A/1P GFCI BREAKER.
   5.2. RECEPTACLE LABELED "NOT FOR SHORE POWER".
6. INTEGRAL LIGHT SHOWN NOT REQUIRED.
7. QUANTITIES:
   7.1. NET REPAIR YARD (SEE SHEET E-101): TWO (2).
   7.2. SORTING PIER (SEE SHEET E-102): FIVE (5).

PROPOSED 208V/100A/3PH SHORE POWER RECEPTACLE

SCALE: NONE

WORK SCOPE

1. BASIS-OF-DESIGN: ABB RUSSELLSTOLL MAX-GARD PIN-AND-SLEEVE RECEPTACLE WITH INTEGRAL CIRCUIT BREAKER INTERLOCK.
2. UL 231 LISTED AND NFPA 303 CERTIFIED FOR USE IN MARINAS AND BOATYARDS AS A WEATHERTIGHT NEMA 4X ASSEMBLY.
3. 208-VOLT, 3-PHASE, 4-WIRE, + GROUND (TOTAL 5-WIRE SYSTEM).
4. 100-AMP PIN-AND-SLEEVE RECEPTACLE ASSEMBLY WITH ATTACHED, SELF-CLOSING FLAPPER CAP.
5. FACTORY PRE-WIRED WITH INTEGRAL 100A/3P BREAKER PROVIDING 30mA GROUND FAULT PROTECTION.
6. QUANTITY, SORTING PIER (SEE SHEET E-102): TWO (2), EACH STAND-ALONE CONNECTIONS CO-LOCATED AT SHORE POWER STATIONS #1 & #2..

GENERAL ELECTRICAL NOTES AND SPECIFICATIONS

1. SEE SHEET G-001 FOR GENERAL PROJECT NOTES AND OVERALL SITE PLAN.

2. WORK SCOPE INTENTION IS TO COMPLETELY REMOVE EXISTING SHORE POWER STATIONS, INCLUDING FEEDER WIRING AND SOURCE BREAKERS. PROVIDE AND INSTALL NEW SHORE POWER STATIONS AS SPECIFIED, INCLUDING NEW SOURCE BREAKERS AND FEEDER WIRING. PROVIDE LOCAL MEANS OF DISCONNECT AT EACH NEW SHORE POWER STATION.
   2.1. SEE DETAILS SHEETS E-101 "NET REPAIR YARD" AND E-102 "SORTING PIER" FOR ADDITIONAL DETAILS AND WORK SCOPE ITEMS.

3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 70 – NATIONAL ELECTRICAL CODE (NEC), 2023.

4. SHORE POWER RECEPTACLES STATIONS SHOWN THIS SHEET SHALL BE CONSIDERED AS "BASIS-OF-DESIGN." ALTERNATIVE PRODUCTS THAT MEET – OR EXCEED – THE MINIMUM REQUIREMENTS WILL BE CONSIDERED.
   4.1. GENERALLY, PRODUCTS SHALL BE SOURCED FROM A REPUTABLE MANUFACTURER IN THE MARINE SHORE POWER INDUSTRY.
   4.2. PRODUCTS SHALL BE UL-LISTED AS A COMPLETE ASSEMBLY.
   4.3. PRODUCTS SHALL BE COMPLETELY WEATHERTIGHT AND CONSTRUCTED OF CORROSION-RESISTANT MATERIALS.
      4.3.1. WEATHERTIGHT INTEGRITY SHALL BE MAINTAINED WHEN IN-USE WITH ASSOCIATED CABLE PLUGS.
   4.4. VERIFY REQUIRED MOUNTING HARDWARE AND CONDUIT KNOCKOUTS WITH EXISTING STRUCTURAL SHORE POWER STANCHIONS TO REMAIN.
      4.4.1. INTEGRITY OF ENCLOSURES SHALL NOT BE COMPROMISED IN ANY WAY IN ORDER TO MOUNT THE UNIT.
      4.4.2. PROVIDE ALL HARDWARE AND FITTINGS NECESSARY.

5. ALL CONDUCTOR MATERIAL, INCLUDING WIRING, DEVICE BUSSES, AND GROUNDING, SHALL BE COPPER.

6. WIRING METHODS:
   6.1. CONDUCTOR WIRING: 600-VOLT COPPER, XHHW INSULATION.
   6.2. CONDUIT: HEAVY-WALL EPOXY SYSTEM FIBERGLASS (ATKORE FRE, OR EQUAL).
   6.3. FRAMING CHANNEL: GALVANIZED STEEL.
   6.4. HANGERS, THREADED ROD, MOUNTING HARDWARE: GALVANIZED STEEL.

7. PROVIDE COMPLETE SYSTEM TESTING, INCLUDING:
   7.1. VOLTAGE READINGS AT EACH SHORE POWER CONNECTION.
   7.2. INSULATION RESISTANCE TESTING OF NEW CABLES.
   7.3. OPERATION OF GROUND FAULT DETECTION DEVICES.

8. SORTING PIER PHOTOS THIS SHEET GENERALLY REPRESENT EXISTING CONDITIONS OF CONDUIT ROUTING BELOW PIER. AT THE TIME OF DESIGN ISSUE, NOT ALL BELOW-PIER CONDUIT ROUTING HAS BEEN OBSERVED AND/OR INSPECTED.
   8.1. WORK SCOPE INTENTION IS TO REMOVE COMPLETELY ALL CONDUIT AND WIRING, INCLUDING SUPPORT HANGERS, BACK TO SOURCE PANELS IN SORTING PIER ELECTRICAL DISTRIBUTION ROOM. SEE SHEET E-102.
   8.2. PRIOR TO DEMOLITION, CONTRACTOR SHALL VERIFY ALL ACTIVE CONDUITS AND ASSOCIATED LOADS. ASSUMPTIONS HAVE BEEN MADE HEREIN FOR SCOPING PURPOSES. BRING ANY OBSERVED DISCREPANCIES TO THE ATTENTION OF THE OWNER AND ENGINEER.
   8.3. PROVIDE ALL NEW CONDUIT AND WIRE ROUTING BELOW PIER, INCLUDING SUPPORT SYSTEMS.
      8.3.1. BASIS-OF-DESIGN CONDUIT PRODUCT: ATKORE PVC-COATED STEEL.
         8.3.1.1. NOTE: INSTALLER MUST BE CERTIFIED BY SELECTED MANUFACTURER.
         8.3.1.2. PROVIDE EXPANSION FITTINGS AT INTERVALS AS RECOMMENDED BY SELECTED MANUFACTURER.
      8.3.2. HANGER HARDWARE SHALL BE CORROSION-RESISTANT AND COMPATIBLE WITH APPROVED CONDUIT SYSTEM.
         8.3.2.1. PROVIDE SUPPORTS AT A MINIMUM OF EVERY 10'-0" LINEAL FEET.
         8.3.2.2. PROVIDE ADDITIONAL SUPPORTS WITHIN 18" ON BOTH SIDES OF FITTINGS AND COUPLINGS.
   8.4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS OF ACCESS FOR WORK BELOW THE SORTING PIER.

9. PROVIDE EQUIPMENT LABELS FOR ALL NEW ELECTRICAL EQUIPMENT.
   9.1. ENGRAVED OR ETCHED PHENOLIC LABEL MATERIAL.
   9.2. WHITE LETTERS ON BLACK BACKGROUND.
   9.3. AFFIX TO EQUIPMENT USING SCREWS AND/OR WEATHERTIGHT ADHESIVE.
   9.4. LABELS SHALL BEAR THE FOLLOWING:
      9.4.1. UNIQUE EQUIPMENT IDENTIFIER (I.E., "SHORE POWER STATION #1").
      9.4.2. ELECTRICAL CHARACTERISTICS, VOLTAGE, PHASE, AND AMP RATINGS.
      9.4.3. SOURCE CIRCUIT OR LOAD SERVED (I.E., "FED FROM PANEL SP, CIRCUIT-5,7").
   9.5. PROVIDE SAFETY LABELS AS REQUIRED BY NEC AND NFPA 70E.
   9.6. PROVIDE UPDATED, TYPED PANEL SCHEDULES FOR AFFECTED PANELS.

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CITY OF PORTLAND, MAINE

PORTLAND FISH EXCHANGE SHORE POWER UPGRADES

GENERAL ELECTRICAL NOTES AND SPECIFICATIONS

MEGA ENGINEERING
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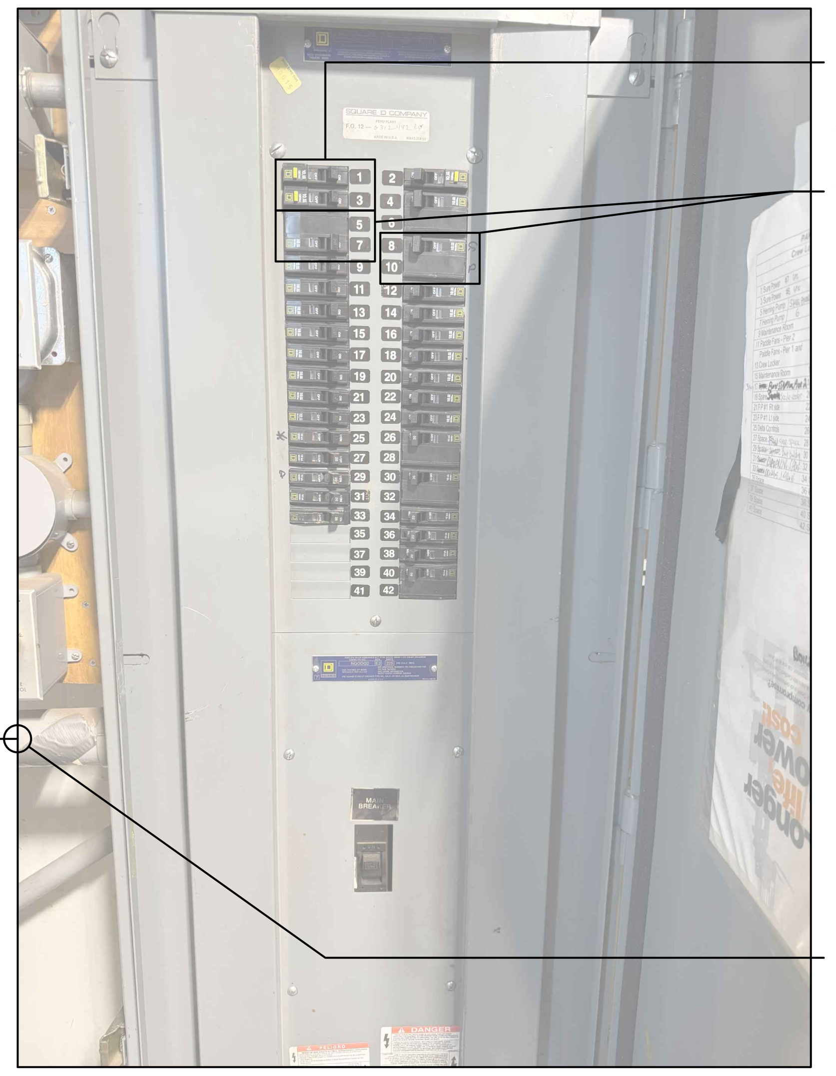
MATT@MEGAENGINEERINGME.COM

MEGA PROJECT NO. 2025-002

SHEET # 2 OF 4

DRAWING NO. E-001



SHORE POWER STATIONS #6 & #7 BREAKERS, 20A/1P; GENERAL PURPOSE RECEPTACLES

SHORE POWER STATIONS #6 & #7 BREAKERS, 50A/2P; SHORE POWER RECEPTACLES

2" CONDUIT LEAVES PANEL AND TRANSITIONS UNDERGROUND

NET REPAIR YARD PANEL LP

SCALE: NONE

WORK SCOPE

1. SQUARE D TYPE NQOD PANELBOARD; 120/240V, 1-PHASE, 3-WIRE; 125A MAIN BREAKER
2. REMOVE TWO (2) 50A/2P SHORE POWER BREAKERS AND ASSOCIATED FEEDER WIRING TO SHORE POWER STATIONS #6 & #7. MAINTAIN 2" CONDUIT FOR NEW FEEDER WIRING.
3. PROVIDE TWO (2) NEW 50A/2P SHORE POWER BREAKERS WITH 100mA GROUND FAULT PROTECTION.
   3.1. VERIFY LUGS WITH PROPOSED WIRE SIZE BELOW.
4. FOR EACH SHORE POWER CONNECTION, PROVIDE (3) #4 AWG & (1) #10 GND IN EXISTING CONDUIT.
5. REMOVE 20A/1P WIRING CIRCUITS TO STAND-ALONE GENERAL-PURPOSE RECEPTACLES. MAKE BREAKERS 'SPARE'.

REMOVE EXISTING SHORE POWER TERMINAL BOX; REPLACE WITH TAP/PULLBOX EQUIVALENT

REMOVE ALL EXISTING ELECTRICAL COMPONENTS; 480V SYSTEM ASSUMED ABANDONED

MAINTAIN 2" SHORE POWER FEEDER CONDUIT FROM PANEL LP TO TERMINAL BOX

MAINTAIN EXISTING BOLLARDS (TYP.)

(2) 1" CONDUITS & (2) 1/2" CONDUITS UNDERGROUND FROM TERMINAL BOX TO SHORE POWER STATIONS #6 & #7 (OBSCURED IN PHOTO):
- ABANDON 1/2" CONDUITS.
- MAINTAIN, RECONFIGURE, AND EXTEND 1" CONDUITS FROM NEW TAP/PULLBOX TO UNDERGROUND IN ORDER TO RE-FEED SHORE POWER STATIONS.

NET REPAIR YARD JUNCTION

SCALE: NONE

WORK SCOPE

1. PRIOR TO DEMOLITION, VERIFY ACTIVE CIRCUITS WITH OWNER AND ENGINEER.
2. REMOVE ALL ASSOCIATED WIRING, CONDUIT FITTINGS, AND ENCLOSURES.
3. PROVIDE 12X12X8 NEMA 4X STAINLESS STEEL NEMA TAP/PULLBOX FOR SHORE POWER STATIONS #6 & #7. MODIFY EXISTING UNDERGROUND CONDUIT(S) TO ENTER NEW JUNCTION BOX.
4. UTILIZE NEW TAP/PULLBOX TO DISTRIBUTE SHORE POWER STATIONS #6 & #7 FEEDERS FROM SINGLE 2" CONDUIT TO (2) INDIVIDUAL 1" CONDUITS.

REMOVE SHORE POWER STATION COMPLETELY

MAINTAIN 1" RIGID FEEDER CONDUIT STUB FROM TERMINAL BOX TO MAXIMUM EXTENT PRACTICABLE.

REMOVE 120V/20A CONVENIENCE RECEPTACLE AND 1/2" CONDUIT.

EXISTING STRUCTURAL MOUNTING STANCHION ASSUMED TO REMAIN. REPORT ANY OBSERVED DEFICIENCIES WITH OWNER AND ENGINEER.

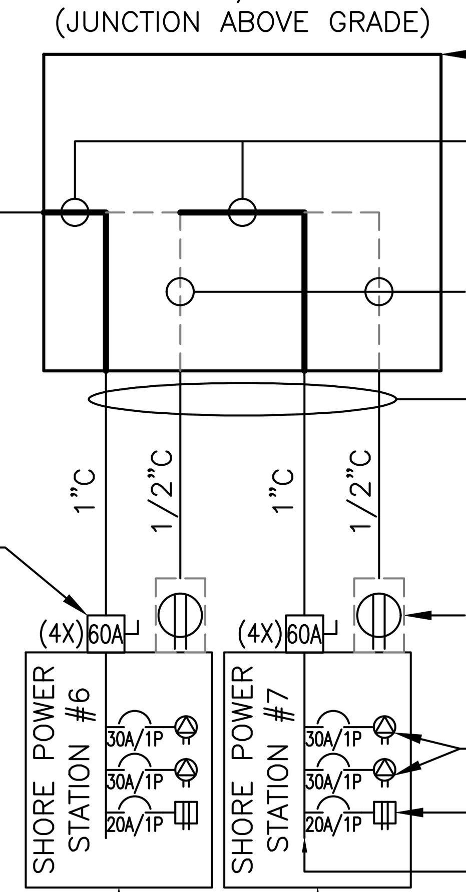
SHORE POWER STATION #7

SCALE: NONE

WORK SCOPE

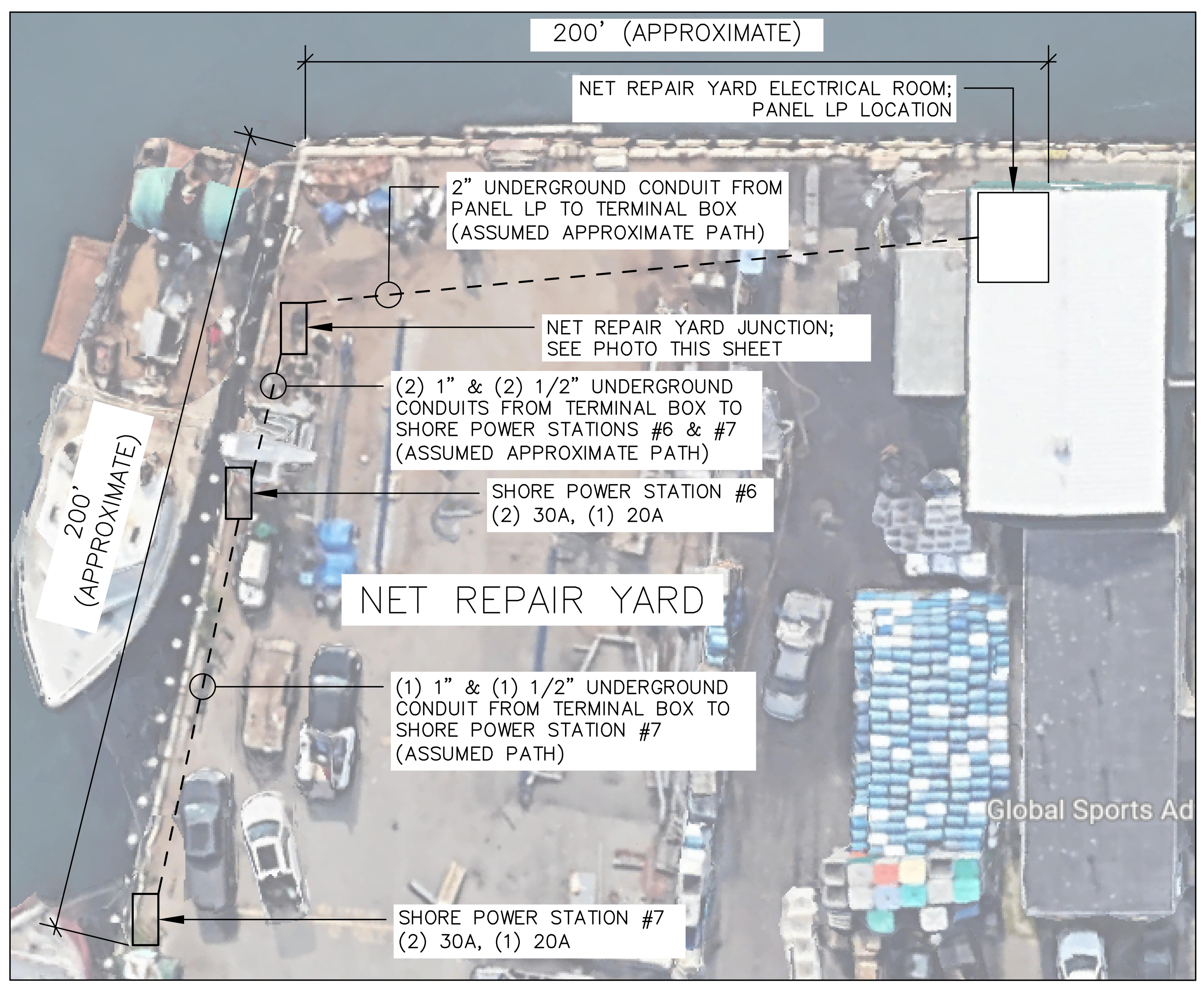
1. SHORE POWER STATION #6 SIMILAR (NOT SHOWN).
2. REMOVE EXISTING DEVICES COMPLETELY. MAINTAIN MOUNTING STANCHION.
3. PROVIDE NEW HARBOR MATE SHORE POWER STATIONS. SEE SHEET E-001 FOR BASIS-OF-DESIGN.

EXISTING 2" UNDERGROUND CONDUIT
- MAINTAIN, IF PRACTICABLE; SEE NOTE #4 ON SHEET G-001
- REMOVE EXISTING: (2) 50A/2P CIRCUITS & (2) 20A/1P CIRCUITS
- ROUTE NEW: (2) 50A/2P CIRCUITS



ONE-LINE DIAGRAM

SCALE: NONE



PLAN

NORTH

NET REPAIR YARD SITE PLAN

SCALE: AS NOTED

SHEET NOTES

1. SEE SHEET G-001 FOR GENERAL PROJECT NOTES AND OVERALL SITE PLAN.
2. SEE SHEET E-001 FOR GENERAL ELECTRICAL NOTES AND SPECIFICATIONS..
3. WORK SCOPE: INTENTION IS TO REMOVE EXISTING SHORE POWER STATIONS #6 & #7 AND REPLACE WITH BASIS-OF-DESIGN PRODUCT – SEE SHEET E-001.
   - 3.1. EXISTING STATIONS ARE COMPRISED OF THE FOLLOWING:
     - 3.1.1. 30A/1P MARINE SHORE POWER RECEPTACLE STATION.
     - 3.1.2. 20A/1P STAND-ALONE, GENERAL-PURPOSE RECEPTACLE (DEDICATED CIRCUIT).
     - 3.1.3. REMOVE ALL EXISTING DEVICES COMPLETELY.
   - 3.2. REPLACEMENT SHORE POWER STATIONS CONSIST OF (2) 30A/1P RECEPTACLES AND (1) 20A/1P RECEPTACLE IN SINGLE ENCLOSURE FED FROM A 50A/2P SOURCE BREAKER. THEREFORE, EXISTING 20A/1P CIRCUITS SHALL BE REMOVED, CONDUIT ABANDONED, AND BREAKERS MADE "SPARE".
   - 3.3. MAINTAIN AND RE-USE EXISTING UNDERGROUND PATHWAYS TO MAXIMUM PRACTICABLE. REPORT ANY DEFICIENCIES TO OWNER AND ENGINEER.
   - 3.4. NOTE: AN ALLOWANCE HAS BEEN IDENTIFIED ON SHEET G-001 FOR ANY NEW CONDUIT – INCLUDING EXCAVATION AND PAVING – THAT MAY BE REQUIRED AS A RESULT OF DEFICIENCIES IDENTIFIED DURING FIELD WORK.

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2	95% REVIEW	03/04/2025
1	ISSUED FOR REVIEW	02/18/2025

CITY OF PORTLAND, MAINE

PORTLAND FISH EXCHANGE SHORE POWER UPGRADES

NET REPAIR YARD DETAILS

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MEGA PROJECT NO. 2025-002

SHEET # 3 OF 4

DRAWING NO. E-101

CONDUITS TRANSITION BELOW PIER DECK TO LOADS; SEE SHEET E-001 PHOTOS
- (2) 2" – 100A SHORE POWER
- (5) 1" – 30A SHORE POWER
- (5) 1/2" – 20A GENERAL PURPOSE
- (1) 1/2" – POLE LIGHTS
- (1) 1/2" – TO BE FIELD DETERMINED

SORTING PIER SHORE ELECTRICAL SERVICE

SCALE: NONE

WORK SCOPE
1. REMOVE TWO (2) 100A SHORE POWER DISCONNECT SWITCHES AND WIRING TO STATIONS #1 & #2.
2. MAINTAIN 2" CONDUIT TRANSITIONS FOR NEW FEEDER WIRING.
3. PROVIDE NEW 100A/3P ENCLOSED, MOLDED-CASE CIRCUIT BREAKERS WITH 30-100mA GROUND FAULT PROTECTION.
4. PROVIDE (4) #1 AWG & (1) #6 GND IN EACH 2" CONDUIT.

SORTING PIER PANEL SP

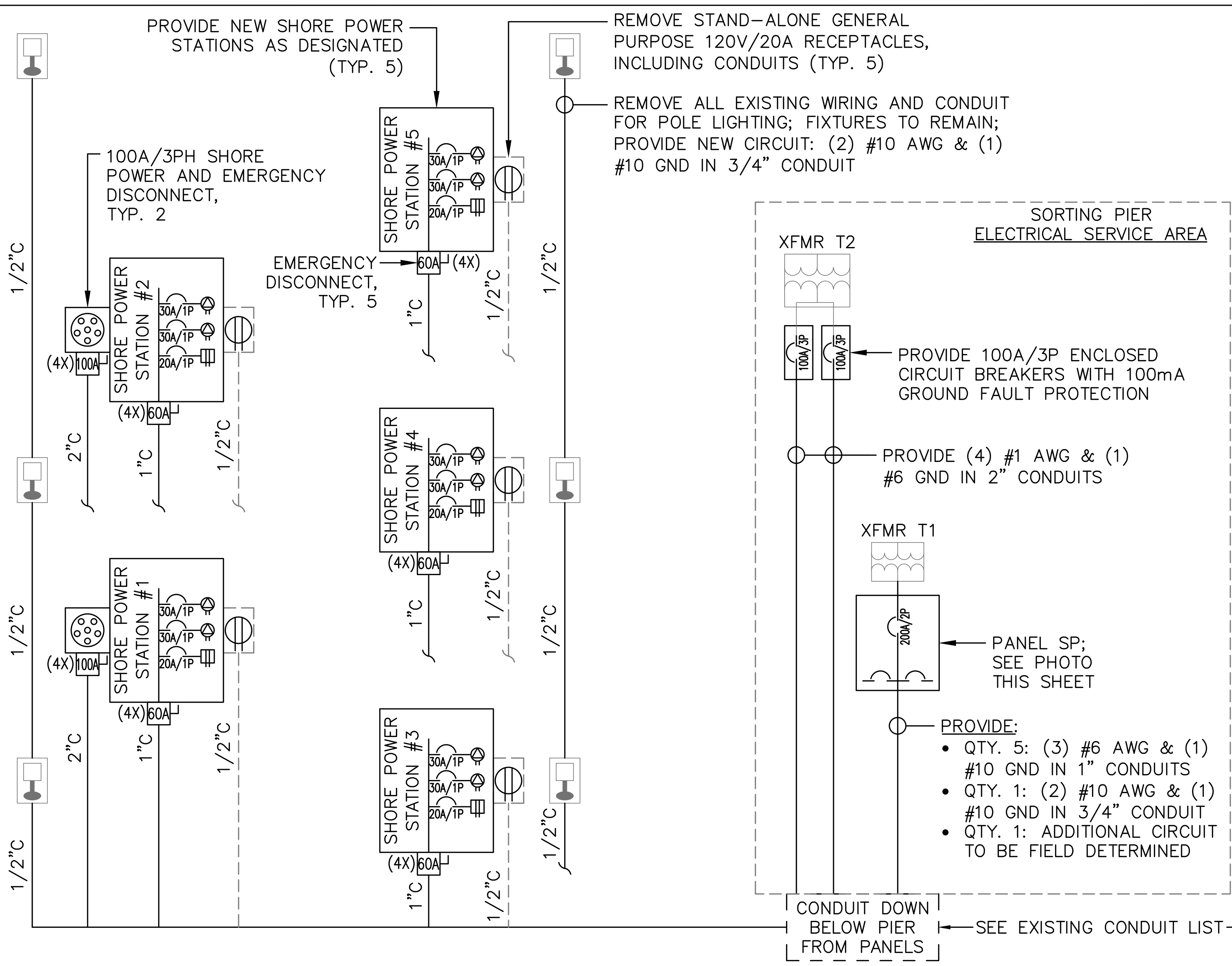
SCALE: NONE

WORK SCOPE
1. SQUARE D TYPE NQOD, 120/240V, 1PH, 3W, 200A MAIN BREAKER. SEE NOTE #4 THIS SHEET.
2. REMOVE FIVE (5) 50A/2P SHORE POWER BREAKERS AND ASSOCIATED FEEDER WIRING TO SHORE POWER STATIONS #1 – #5.
3. PROVIDE FIVE (5) NEW 50A/2P SHORE POWER BREAKERS WITH 100mA GROUND FAULT PROTECTION.
4. FOR EACH SHORE POWER CONNECTION, PROVIDE (3) #6 AWG & (1) #8 GND IN 1" CONDUIT.
5. REMOVE 20A/1P GENERAL PURPOSE RECEPTACLE CIRCUITS AND MAKE BREAKERS SPARE.

SORTING PIER SHORE POWER STATION #2

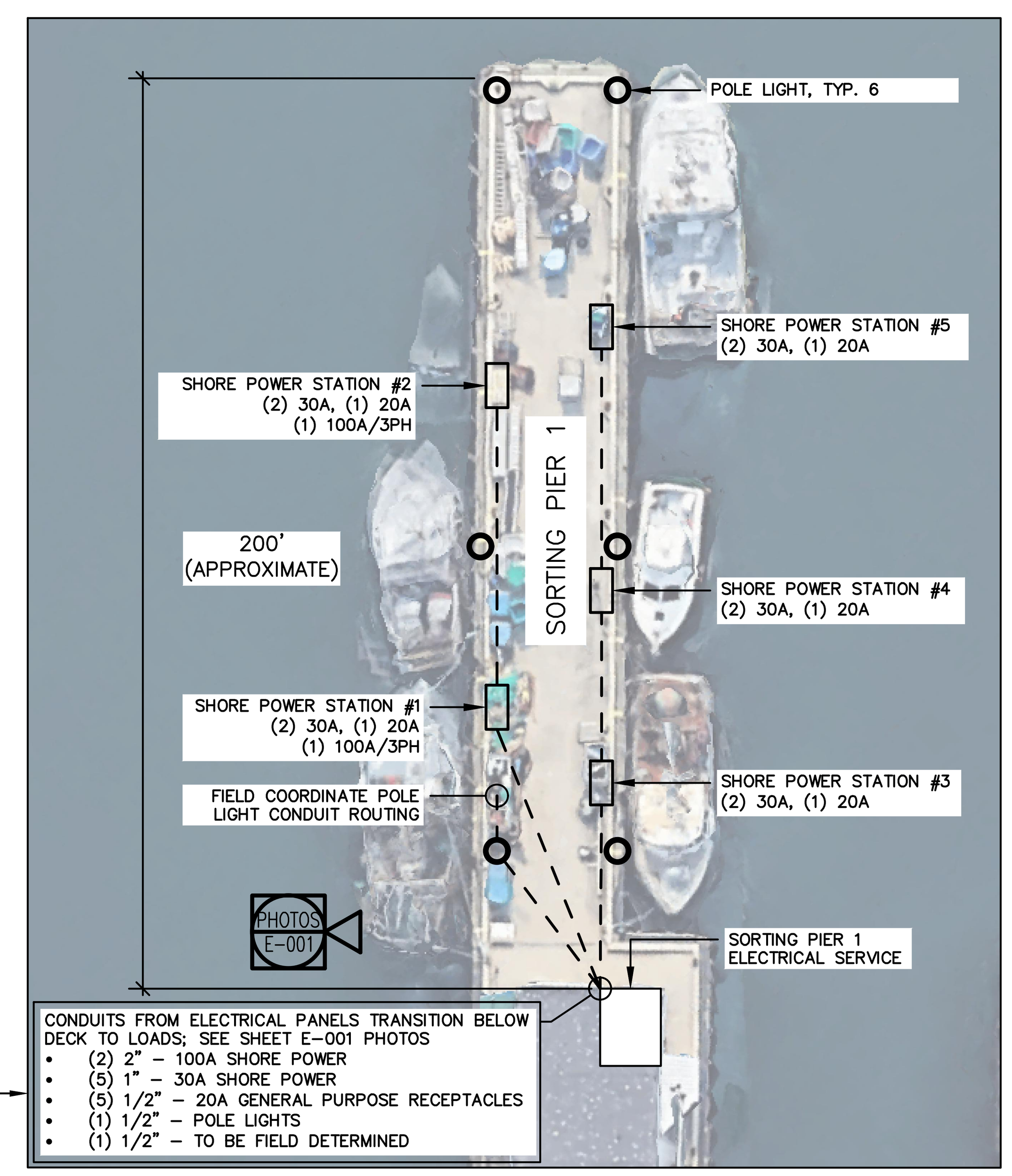
SCALE: NONE

WORK SCOPE
1. TYPICAL (5) SORTING PIER SHORE POWER STATIONS.
   1.1. STATIONS #1 & #2 ONLY HAVE 100A CONNECTIONS.
2. REMOVE ALL EXISTING COMPONENTS; MAINTAIN CONDUIT STUBS AND STANCHION.
3. PROVIDE EATON NEWPORT HARBOR MATE UTILITY CENTER; SEE SHEET E-001 FOR DETAILS.
4. STATIONS #1 & #2 ONLY: PROVIDE 208V/3PH/100A RUSSELLSTOLL MAX-GARD PIN-AND-SLEEVE CONNECTION WITH MECHANICAL INTERLOCK.



ONE-LINE DIAGRAM

SCALE: NONE



SORTING PIER SITE PLAN

SCALE: AS NOTED

PLAN
NORTH

SHEET NOTES

1. SEE SHEET G-001 FOR GENERAL PROJECT NOTES AND OVERALL SITE PLAN.
2. SEE SHEET E-001 FOR GENERAL ELECTRICAL NOTES AND SPECIFICATIONS..
3. WORK SCOPE: INTENTION IS TO REMOVE EXISTING SHORE POWER STATIONS #1 – #5 AND REPLACE WITH BASIS-OF-DESIGN PRODUCT – SEE SHEET E-001.
   3.1. EXISTING STATIONS ARE COMPRISED OF THE FOLLOWING:
      3.1.1. 30A/1P MARINE SHORE POWER RECEPTACLE STATION.
      3.1.2. 20A/1P STAND-ALONE, GENERAL-PURPOSE RECEPTACLE (DEDICATED CIRCUIT).
      3.1.3. STATIONS #1 & #2 HAVE 208V/3PH/100A CONNECTIONS
      3.1.4. REMOVE ALL EXISTING DEVICES COMPLETELY.
   3.2. REPLACEMENT SHORE POWER STATIONS CONSIST OF (2) 30A/1P RECEPTACLES AND (1) 20A/1P RECEPTACLE IN SINGLE ENCLOSURE FED FROM A 50A/2P SOURCE BREAKER. THEREFORE, EXISTING 20A/1P CIRCUITS SHALL BE REMOVED, INCLUDING 1/2" CONDUITS, AND BREAKERS MADE "SPARE".
   3.3. PROVIDE ALL NEW CONDUIT BELOW SORTING PIER. SEE SHEET E-001 FOR PHOTOS AND DETAILS.
   3.4. NOTE: EXISTING POLE LIGHTING ALONG PIER TO REMAIN. HOWEVER, CONDUIT AND WIRING SHALL BE REMOVED AND REPLACED ALONG WITH SHORE POWER FEEDERS. VERIFY EXISTING CONDUIT ROUTING IN THE FIELD AND PROVIDE NEW TO SUIT OPERABILITY.
4. PROVIDE ADDITIVE ALTERNATE PRICING TO REPLACE THIS PANELBOARD IN-KIND.
   4.1. NEMA 4X ENCLOSURE.
   4.2. ASSUME RECONNECTION OF EXISTING SUPPLY FEEDERS FROM TRANSFORMER T1.
   4.3. PROVIDE NEW MOUNTING HARDWARE.

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CITY OF PORTLAND, MAINE

PORTLAND FISH EXCHANGE
SHORE POWER UPGRADES

SORTING PIER DETAILS

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MEGA PROJECT NO. 2025-002
SHEET # 4 OF 4
DRAWING NO. E-102

Matthew Ouellette

to me

Wed, Mar 12, 1:46 PM (2 days ago)

Kaela,
Here is my brief for the meeting..

The Portland Parking Division is recommending nightly use of the front Fish Pier Parking lot to be used as paid hourly parking each night between the hours of 4pm-8am. The current state of the lot after 6pm shows over 100 spaces available/unoccupied. With parking needs being at an all time premium this would provide hourly parking for the local hotels and businesses while providing extra revenue for the Fish Pier Authority. The Passport Parking App would process payments for the hourly parking which would allow the person to park in the lot between the designated hours. The Parking App along with proper signage in the lot would highlight to the customer that they must be out of the lot by 8am each morning. The Parking Division would also continue to sell daily and monthly parking passes like usual.

thanks,

Matthew Ouellette
Parking Division Supervisor
City of Portland, Maine
Parking Division
207-874-2842

PORTLAND FISH EXCHANGE

Management/Financial Report for April, 2025

GF Landings – Auction	Actual	Budgeted	Variance
January	248K	250K	(-2K)
February	83K	225K	(-142K)
March	86K	225K	(-139K)

Contract Unloads - GF	Actual	Budgeted	Variance
January-March	0	0	0

Total GF Land/Unloads	Actual	Budgeted	Variance
January	248K	250K	(-2K)
February	83K	225K	(-142K)
March	86K	225K	(-139K)

Pumping	Actual	Budgeted	Variance
January-March	0	0	0

Financial Report	Net Income	Budgeted	Variance
January	(-$51K)	(-$8400)	(-$42.6K)
February	(-$82K)	(-$7500)	(-$74.5K)
March	(-$59K)	(-$7500)	(-$51.5K)

Financial Notes

- Jan-March Deficits primarily from loss of Buyer/Seller/Boxing fees with the diminished whole fish landings. Also, February had $15,693 tax withdrawal that is still to be refunded + $10K Bi-annual auction label purchase
- Current receivables are $97K. Checkbook is at $23K
- 55K of $250K LOC in use

Monthly Payments of Note

- $11,000 Business Insurance Premium payment / Clark Insurance
- $10,500 CMP Payment
- $3356 MEMIC (Worker Comp/Liability) payment / Clark Insurance
- $2100 Fork Truck Repair / Crown
- $1256 Cooling System Repair / Miller

Facility Report

- Ice Machine: We started producing ice Friday, April 4th. The machine in running great - currently running tests to establish timelines for ice production and familiarize ourselves with the new machine.

Staff Report

- Alex Wellington was promoted from Office/Auction Assistant to Operations Manager of the Portland Fish Exchange on March 17. Alex has consistently demonstrated exceptional skills and dedication throughout his tenure with the PFE. He has accumulated extensive knowledge of the Exchanges operations and has consistently proven to be a valuable asset to our team. Alex's continued leadership and respect he has with the boat captains, truckers, customers, buyers, staff and crew, have made him an ideal candidate for this position.

  Alex has demonstrated exceptional leadership and proficiency in managing daily landings and auctions. He has effectively guided the crew in various projects, fostering a positive and productive work environment.

- Sam Lariviere completed his 6-month review this week. He has demonstrated exceptional performance on the fish crew as well as in the shipping and receiving department. Sam continues to apply himself and is a great addition to the team.

Landings Notes

- Landings were adversely affected by wind & weather with boats hesitant to sail with the low fish prices on auction. March is traditionally slow for seafood sales across the country as seen with limited interest from our buyers for the month.

New Vessels

- We have no new vessels to announce.

New Buyers

- I am presently working with the East Coast Seafood company for potential monk tail and dogfish contract unloading business. The tail business looks attainable – dogfish will be a challenge with their current delivered price. Working as well to get them back on as a buyer for the Exchange auction.

Operations Notes

- **Kelp Season** The 2025 Kelp season started Sunday, April 6. We are working with Atlantic Sea Farms, unloading multiple boats Sunday through Thursday. Product is unloaded in vats, stored in the cooler and shipped within 24 hours. We have a 3-man rotating crew to facilitate the unloads, and a rep from ASF is generally on site to observe and tag the vats.

PORTLAND FISH EXCHANGE
APPLICATION FOR EXCHANGE SEAT

General Information

Applicant Legal Name: Atlantic Offshore Fishery
DBA:

Mailing Address: 212 Channel Dr
City: Pt. Pleasant Beach State/Province: NJ Zip: 08742

Physical Address: Same
City: State/Province: Zip:
Phone Email:

Business Type (circle): Corporation Partnership/LLC Sole Proprietor

Corporations please include

- Name, address, and title for all officers and directors (attach).
- Name, address, and percent of shares owned for all shareholders equal to or exceeding 5% (attach).
- Date incorporated and state/province in which incorporated:
- Federal employer identification number:

Partnerships/LLC's please include

- Names, addresses, and ownership percentages for all partners (attach).
- Date registered and state/province in which registered: 2018 NJ
- Federal employer identification number: 81-5320229

Sole Proprietors please include

- Name and address of owner, if different than above:
- Date established:
- Sole proprietor's social security #:

Federal dealer permit #: 4418

State/province dealer permit #: 947927

Type of Auction Seat

Seat type: Note

FULL SEAT Seat holder may purchase any item on any Exchange auction.

Requirements:

- $250 one-time application fee (refunded if application declined).
- Irrevocable letter of credit, minimum $15,000

PFE FY2026	Budget	July	August	September	October	November	December	January	February	March	April	May	June	Total YTD	
		Budget													
Groundfish Lbs. on auction	2,000,000	250,000	225,000	175,000	225,000	125,000	200,000	225,000	175,000	75,000	125,000	50,000	150,000	2,000,000	
Groundfish Lbs. off-auction	200,000	50,000	45,000	50,000	15,000	15,000	0	0	0	0	0	0	25,000	200,000	
Total	2,200,000													2,200,000	
		July	August	September	October	November	December	January	February	March	April	May	June		
Monthly Percentage		13.636%	12.273%	10.227%	10.909%	6.364%	9.091%	10.227%	7.955%	3.409%	5.682%	2.273%	7.955%	1	
Pumping	1,200,000	300,000	300,000	300,000	0	0	0	0	0	0	0	0	300,000	1,200,000	
		2,250	2,250	2,250	0	0	0	0	0	0	0	0	2,250	9,000	
															2.59
REVENUE		July	August	September	October	November	December	January	February	March	April	May	June	Total	
Fish Fees	255,000	34,773	31,295	26,080	27,818	16,227	23,182	26,080	20,284	8,693	14,489	5,795	20,284	255,000	0
Fee Income	533,000	72,682	65,414	54,511	58,145	33,918	48,455	54,511	42,398	18,170	30,284	12,114	42,398	533,000	0
Boxes	59,100	8,059	7,253	6,044	6,447	3,761	5,373	6,044	4,701	2,015	3,358	1,343	4,701	59,100	0
Misc. Items/Ice	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Berthing	47,280	6,447	5,803	4,835	5,158	3,009	4,298	4,835	3,761	1,612	2,686	1,075	3,761	47,280	0
Rental Income	239,096	21,433	21,433	21,863	21,863	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	239,096	0
Utility Reimbursement	9,500	1,295	1,166	972	1,036	605	864	972	756	324	540	216	756	9,500	0
Subtotal	**1,142,976**	**144,689**	**132,364**	**114,305**	**120,468**	**76,583**	**101,234**	**111,505**	**90,963**	**49,877**	**70,420**	**39,606**	**90,963**	**1,142,976**	0
															0
Misc. Income (auction discrepancy)	-1,200	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-1,200	0
(Berthing Rebates).	-1,891	-266	-291	-281	-129	-71	-127	-127	-114	-114	-114	-27	-231	-1,891	0
Total	**-3,091**	**-366**	**-391**	**-381**	**-229**	**-171**	**-227**	**-227**	**-214**	**-214**	**-214**	**-127**	**-331**	**-3,091**	0
															0
Net Revenue	**1,139,885**	**144,323**	**131,972**	**113,924**	**120,239**	**76,412**	**101,007**	**111,279**	**90,749**	**49,663**	**70,206**	**39,479**	**90,632**	**1,139,885**	0
															0
COST OF GOODS SOLD		July	August	September	October	November	December	January	February	March	April	May	June	Total	
Boxes/Cartons	38,186	5,207	4,686	3,905	4,166	2,430	3,471	3,905	3,038	1,302	2,170	868	3,038	38,186	0
Misc. Items	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	**38,186**	**5,207**	**4,686**	**3,905**	**4,166**	**2,430**	**3,471**	**3,905**	**3,038**	**1,302**	**2,170**	**868**	**3,038**	**38,186**	0
															0
Net Revenue	**1,101,699**	**139,116**	**127,286**	**110,019**	**116,073**	**73,982**	**97,536**	**107,373**	**87,711**	**48,361**	**68,036**	**38,611**	**87,595**	**1,101,699**	0
															0
Operations		July	August	September	October	November	December	January	February	March	April	May	June	Total	
Labor	557,164	43,605	38,914	46,876	54,766	35,782	60,235	46,811	42,809	48,495	48,495	44,086	46,291	557,164	0
Safety/Medical	4,500	375	375	375	375	375	375	375	375	375	375	375	375	4,500	0
Direct Supplies	60,000	8,438	9,242	8,920	4,099	2,250	4,018	4,018	3,616	3,616	3,616	852	7,313	60,000	0
Uniforms	7,000	984	1,078	1,041	478	263	469	469	422	422	422	99	853	7,000	0
Repairs & Maintenance	54,000	4,517	4,517	4,517	4,517	4,517	4,517	4,517	4,517	4,517	4,517	4,417	4,417	54,000	0
Total Operations Expense	**682,664**	57,919	54,126	61,728	64,235	43,186	69,613	56,189	51,739	57,425	57,425	49,829	59,249	682,664	0
Admin & Management		July	August	September	October	November	December	January	February	March	April	May	June	Total	
Administrative Pay	286,365	25,616	23,461	21,672	22,584	19,014	29,534	27,402	21,589	24,744	24,706	22,460	23,583	286,365	0
City of Portland Rental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dues & Licenses	1,500	211	231	223	102	56	100	100	90	90	90	21	183	1,500	0
Security System	2,500	205	184	153	164	95	136	153	119	51	85	534	619	2,500	0
Utilities	166,500	22,705	11,434	8,028	18,164	16,595	16,409	20,028	16,244	7,676	10,460	11,511	7,244	166,500	0
Gen Ins Coverage	95,230	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	8,514	8,514	8,514	95,230	0
Interest Expense	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Expense	5,000	703	770	743	342	188	335	335	301	301	301	71	609	5,000	0
IT Services	43,000	4,667	3,167	3,167	4,667	3,167	3,167	5,167	3,167	3,167	3,167	3,167	3,167	43,000	0
Office Equip Repair	1,000.00	141	154	149	68	38	67	67	60	60	60	14	122	1,000	0
Misc Exp	5,000	703	770	743	342	188	335	335	301	301	301	71	609	5,000	0
Hardware	1,000	83	83	83	83	83	83	83	83	83	83	83	83	1,000	0
Software Licensing	1,000	83	83	83	83	83	83	83	83	83	83	83	83	1,000	0
Professional Fees	49,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	49,000	0
Banking Fees	2,500	208	208	208	208	208	208	208	208	208	208	208	208	2,500	0
Gift Expense	2,500	0	0	0	0	700	1,800	0	0	0	0	0	0	2,500	0
Travel & Meals	3000	422	462	446	205	113	201	201	181	181	181	43	366	3,000	0
Total	**665,095**	70,490	55,752	50,443	61,755	55,271	67,202	68,907	57,171	51,690	55,241	53,781	52,392	665,095	
	1,347,759														
		July	August	September	October	November	December	January	February	March	April	May	June	Total	
Revenue	1,142,976	144,689	132,364	114,305	120,468	76,583	101,234	111,505	90,963	49,877	70,420	39,606	90,963	1,142,976	
Sales Adjustments	-3,091	-366	-391	-381	-229	-171	-227	-227	-214	-214	-214	-127	-331	-3,091	
Net Sales	**1,146,067**	**145,055**	**132,755**	**114,686**	**120,697**	**76,754**	**101,461**	**111,732**	**91,177**	**50,091**	**70,634**	**39,733**	**91,293**	**1,146,067**	
COG Sold	38,186	5,207	4,686	3,905	4,166	2,430	3,471	3,905	3,038	1,302	2,170	868	3,038	38,186	
Gross Profit	**1,107,881**	**139,848**	**128,069**	**110,781**	**116,532**	**74,324**	**97,989**	**107,827**	**88,139**	**48,789**	**68,464**	**38,865**	**88,256**	**1,107,881**	
Total Expenses	1,347,759	128,409	109,877	112,171	125,990	98,456	136,815	125,096	108,911	109,115	112,666	103,610	111,641	1,347,758	
Gross Income	**-239,877**	**11,439**	**18,191**	**-1,390**	**-9,458**	**-24,133**	**-38,826**	**-17,269**	**-20,772**	**-60,326**	**-44,202**	**-64,746**	**-23,385**	**-239,877**	
Depreciation	55,000	6,637	6,608	6,610	6,533	6,326	5,823	5,618	5,480	5,444	5,445	5,419	5,417	71,361	
Interest Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Net Income	**-294,877**	**4,802**	**11,584**	**-8,000**	**-15,992**	**-30,459**	**-44,649**	**-22,888**	**-26,252**	**-65,770**	**-49,648**	**-70,165**	**-28,801**	**-311,238**	

Fee Income includes:

Buyer fish fees
Buyer Application fees
Pumping Fees
Sale of Totes, Pallets, Bins
Warehousing - Cold Storage
Net Yard - Usage Fee
Warehousing - Transfer Fees
Weighing Fees
Unloading
Re-Icing

City of Portland | Housing and Economic Development Department
Gregory P. Watson, Director

Date: April 10, 2025
To: Portland Fish Pier Authority Board of Directors
From: Greg Watson, Director of Housing and Economic Development
RE: April 17, 2025 Executive Session to discuss a potential Renewed and Restated Lease for Douty Brothers, Inc., Lot #10 ground lease
CC: Michael Goldman, Corporation Counsel
Avery Dandreta, Associate Corporation Counsel

Introduction:

Douty Brothers, Inc. has been a ground lease tenant of the Portland Fish Pier since the late 1980s. Corporate changes within Douty Brothers prompt Bayard (Dick) Douty to request an assignment and extension of the lease. After receiving guidance from the Board in October 2024, the amended and restated lease is available for your review and potential approval.

Background:

The original Douty Brothers lease was signed with the City of Portland in 1989 prior to the incorporation of the Fish Pier in 1990. Since that time, changes to the lease have been limited to assignment from the City of Portland to the Portland Fish Pier Authority (1990), an amendment resulting from a stormwater easement and maintenance corridor which reduced the lot size (2012), a side agreement with Waterfront Maine to allow access to piped salt water for lobster tanks (2012), and a vote by the Board to extend the lease to October 15, 2029 (vote, June 2018.)

The June 2018 action of the Board incorporated no changes to terms.

The proposed amendments to the current lease include:

- Assignment of the lease to 10 Portland Fish Pier LLC
- Term of fifteen (15) years with the option to renew for one (1) fifteen (15) year renewal.
- No other changes

Suggested Motion:

Motion to (i) approve the Amended and Restated Lease Agreement Between the Portland Fish Pier Authority and 10 Portland Fish Pier LLC in substantially the form attached to the agenda, (ii) consent to the Assignment and Assumption of Lease agreement in substantially the form attached to the agenda, and (iii) authorize the President of the Board to execute said lease and assignment agreements and any other documents necessary or appropriate to effectuate the intent of said agreements.

The entirety of the Douty lease, amendments, and agreements are attached to this memo.

Attachments: Douty Brothers Lease Material

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
PORTLAND FISH PIER AUTHORITY
AND
10 PORTLAND FISH PIER LLC

This **AGREEMENT** made as of the ___ day of April, 2025 (the "Effective Date"), 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, and acting pursuant to the terms of a lease between the City of Portland and the Portland Fish Pier Authority, dated April 30, 1990 (hereinafter **"**LANDLORD"), and **10 PORTLAND FISH PIER LLC**, a Maine limited liability company (hereinafter "TENANT").

RECITALS:

WHEREAS, the CITY OF PORTLAND (hereinafter "CITY) and Douty Brothers, Inc. entered into a Lease Agreement dated October 16, 1989 (hereinafter "1989 Lease") as set forth in a Memorandum of Lease dated October 16, 1989 and recorded in the Cumberland County Registry of Deeds in book 9124, page 173, for real property known as Lot 10 of the Portland Fish Pier Complex (hereinafter "Premises"), further described in the Second Amended Recording Plat of the "Portland Fish Pier Complex," dated August 6, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 352, incorporated herein by reference and attached hereto as EXHIBIT A; and

WHEREAS, with the CITY's consent, Douty Brothers, Inc. assigned their leasehold interest in the 1989 Lease to Douglas and Bayard Douty, Partners (hereinafter "Douty Partnership"), by virtue of a certain Assignment and Assumption of Lease dated March 6, 1990 and recorded in the Cumberland County Registry of Deeds, book 9124, page 175; and

WHEREAS, as set forth in a Memorandum of Sublease dated March 6, 1990, and recorded in the Cumberland County Registry of Deeds, Book 9124, Page 202, the Douty Partnership sublet a portion of the Premises to Douty Brothers, Inc. for a 5 year term with an option to renew for five years, which sublease is ongoing as a tenancy at will; and

WHEREAS, as set forth in a Memorandum of Sub-Sublease dated March 7, 1990, and recorded in the Cumberland County Registry of Deeds, Book 9124, Page 204, Douty Brothers, Inc. sublet a portion of the Premises to Newick's Lobster House, Inc. for a 5 year term with an option to renew for five years, which sublease has since expired; and

WHEREAS, LANDLORD is the tenant under a certain lease (the "Master Lease") between the City of Portland and LANDLORD, dated April 30, 1990 of the Portland Fish Pier Complex, and by virtue of the Master Lease and an Assignment of Leases and Consent to Assignment dated May 29, 1990 and recorded in the Cumberland County Registry of Deeds at

Book 9244, Page 217, the CITY granted to the LANDLORD an assignment of the City's lessor rights in the 1989 Lease; and

WHEREAS, the Douty Partnership sublet a portion of the Premises to McLoon's Wharf, LLC as a tenancy at will, which tenancy at will is ongoing; and

WHEREAS, the 1989 Lease was amended by a certain Amendment to Lease Agreement dated April 1, 2012, which memorialized certain easement rights, reduced the size of the Premises 15,332 square feet, and reduced the rent for the Premises as more fully set forth in said Amendment; and

WHEREAS, by virtue a certain Consent instrument dated June 15, 2012 recorded in the Cumberland County Registry of Deeds, Book 29713, Page 20 (the "Easement Consent"), the Douty Partnership consented to LANDLORD's granting of certain easements to Waterfront Maine, LP, which easements are more specifically described in the Easement Consent, a copy of which is incorporated herein by reference and attached hereto as EXHIBIT B; and

WHEREAS, by letter dated June 20, 2018, Douty Brothers, Inc. and the Douty Partnership exercised a 15-year extension of the 1989 Lease in accordance with Section 4 of that Lease; and

WHEREAS, as set forth in a certain Assignment And Assumption Of Lease dated as __________ ___, 2025, the Douty Partnership assigned to TENANT, and TENANT assumed, all of Douty Partnership's rights and obligations under the 1989 Lease; and

WHEREAS, LANDLORD and TENANT desire that the 1989 Lease be amended and restated to set forth the revised agreements between the parties as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, LANDLORD and TENANT agree as follows:

SECTION 1. DEFINITIONS.

Unless the context shall otherwise require, the terms defined in this Section shall, for all purposes of this AGREEMENT and for any amendments or supplements hereto, have the meanings specified herein, with the following definitions to be equally applicable to both the single and plural forms of any of the terms herein defined.

(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 of LANDLORD at the Fish Pier Complex, including but not limited to cable stretching areas, driveways, truck ways, delivery passages, truck loading areas, access and egress navigational channels, breakwaters, bulkheads, roadways, walkways, sidewalks, landscaped and planted areas, and bus stops. These areas are delineated in **EXHIBIT A**.

(b) Director. The word "Director" shall mean the Director of Public Buildings and Waterfront Facilities of the City of Portland, and their successor or authorized representative.

(c) Facility. The word "Facility" shall mean any structure, building, parking area, machinery, walkways and fixtures constructed or located on the Premises, including any additions or modifications thereto.

(d) Fish Pier Complex. The words "Fish Pier Complex" shall mean the real property and any site improvements constructed or located thereon by LANDLORD.

(e) Premises. The word "Premises" shall mean the real property identified as "Parcel 10" as shown in **EXHIBIT A**, and any site improvements made thereon by LANDLORD, including the water, sewer, fuel and electrical connections together with and subject to all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges, and immunities thereunto belonging or pertaining. Where appropriate, "Premises" shall include both the "Premises" as well as the "Facility."

(f) Term. The word "Term" shall mean and include the original term of the Lease, as it may be amended, terminated, and/or extended.

SECTION 2. GRANTING OF LEASEHOLD.

On the Effective Date, the 1989 Lease shall be deemed amended and restated so as to contain all of the terms of this Lease, and this Lease as amended and restated shall govern all future rights, obligations, duties and liabilities of the parties. LANDLORD does hereby lease and let to TENANT, and TENANT does hereby lease of and from LANDLORD, upon the terms and conditions hereinafter RECITED, the Premises known as Parcel 10 of the Portland Fish Pier Complex, situated in the City of Portland, County of Cumberland, State of Maine, as more particularly depicted and described on **EXHIBIT A**, attached hereto and incorporated by reference herein, and the use of the Common Areas as described herein. The Premises consists of approximately 15,352 square feet.

SECTION 3. OPERATION OF THE FACILITY.

(a) Scope. TENANT shall operate, for the Term of the Agreement and in accordance with the covenants and provisions contained herein, a building of not less than Seven Thousand Two Hundred square feet nor exceeding Ten Thousand square feet for the primary purposes described below in Section 8, "Use of the Premises."

(b) Alterations. TENANT may, at its own expense, place buildings, 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. LANDLORD's written approval shall be required for any buildings, structural alterations, additions, or other improvements that may require permits.

(c) Permits and Approvals. TENANT agrees to bear the sole responsibility and entire cost of obtaining required permits and approvals prior to commencement of any alteration or modification, including, but not limited to, any permit or approval required for the intake and discharge of seawater.

SECTION 4. TERM.

(a) The term shall be fifteen (15) years after the Effective Date, unless it should be earlier terminated as described herein (hereinafter “Term”).

(b) Provided it is not in default of any term or condition of this Agreement, TENANT shall have the option to renew the Lease Term for one (1) fifteen (15) year renewal term. Such option shall be automatically exercised, unless (not less than than ninety (90) days before the expiration of the current Term) TENANT gives LANDLORD written notice of TENANT's election not to renew this Agreement. Any renewal shall be upon the same terms and conditions contained in this Agreement, and Rent shall increase in accordance with the formula described below in Section 5.

SECTION 5. RENT; PARKING.

TENANT covenants and agrees to pay LANDLORD for its use of the Premises, without offset or deduction, except as provided herein and without previous demand therefor (hereinafter “Rent”), the following:

(a) Commencing on the Effective Date, annual rent shall be in the amount of Twenty-One Thousand Five Hundred Thirty-Four Dollars and No Cents ($21,534.00), which represents One Dollar and Forty Cents ($1.40) per square foot of the Premises, payable in equal monthly installments, each of which shall be one twelfth (1/12) of said annual rent, on or before the first day of each and every calendar month throughout the duration of the Term. The initial monthly rent shall be in the amount of One Thousand Seven Hundred Ninety-Four Dollars and Fifty-Eight Cents ($1,794.58).

(b) The annual rent shall be adjusted by multiplying the previous year's annual rent by the "Consumer Price Index for All Urban Consumers (“CPI-U”)," U.S. City Average, “All Items Index," as published by the United States Bureau of Labor Statistics ("the Index") for the first calendar month of the rental year. A rental year shall begin on the Effective Date and renew after each span of 12 months throughout the duration of the Term. Such annual rent adjustment shall be determined on the preceding June 1st of each rental year. Notwithstanding anything herein to the contrary, the increase in annual rent for each Lease year of the Term shall not be less than three percent (3%) nor greater than seven percent (7%).

(c) A late charge of one and one-half percent (1.5%) per month shall be charged and applied to any charge not paid within ten (10) days of when it is due hereunder. Collection costs, legal fees, and administration costs associated with collection of late payments shall also be charged to

TENANT, who shall pay such costs within ten (10) days of receipt of a bill for such costs as additional rent.

(d) During the Term, vehicles may be parked on the Premises for use by the TENANT, employees, customers, and visitors to the business. Additional parking beyond the limits of the Premises may be arranged with the Director and may require additional fee(s).

SECTION 6. NET LEASE.

It is the intention of the Parties that all amounts payable hereunder shall be net to LANDLORD, so that this AGREEMENT shall yield to LANDLORD the net annual payment specified herein during the Term.

SECTION 7. TENANT'S OPERATING AND MAINTENANCE EXPENSES.

(a) During the Term, in addition to other payments required herein, TENANT shall pay and discharge punctually all taxes and governmental assessments; all utility expenses, including, but not limited to, water and sewer user charges; charges for heat, gas, hot water, electricity, consumed by the Premises.

(b) In the year in which the Term terminates, all taxes, charges and utilities shall be apportioned pro rata between LANDLORD and TENANT according to the time remaining in the rental year. TENANT's share of such taxes, charges and utilities shall be paid in full prior to their due date.

(c) TENANT shall have the right to contest or review all payments referenced herein by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, TENANT or its designees shall conduct promptly at its own cost and expense and at no expense to LANDLORD; and, if required by law, in the name of and with the cooperation of LANDLORD, and LANDLORD shall execute all documents reasonably necessary to accomplish the foregoing.)

Notwithstanding the foregoing, TENANT shall make all such payments immediately and in full if at any time the Premises, Facility improvements, or any part thereof shall be imminently subject to forfeiture as result of nonpayment or delayed payment thereof. Similarly, if LANDLORD shall be subject to any criminal or civil liability arising out of delayed or non- payment(s), TENANT shall immediately and fully make all such payments to avoid such liability for LANDLORD. The legal proceedings referred to in this subsection shall include appropriate proceedings and appeals from orders therein and appeal from any judgments, decrees, or orders.

In the event of any reduction, cancellation, or discharge of taxes not theretofore paid, TENANT shall pay the amount finally levied or assessed or adjudicated to be due and payable on any such contested taxes with all applicable penalty and interest before further penalty and interest shall accrue. LANDLORD covenants and agrees that if there should be any refunds or rebates on accounts of the taxes paid by TENANT under the provisions of this AGREEMENT, such refund or rebate shall belong to TENANT, and if received by LANDLORD shall be paid to TENANT forthwith. LANDLORD will, upon the request of TENANT, sign any receipt which may be necessary to secure the payment of any such refund or rebate.

(d) Notwithstanding the foregoing, TENANT shall not be obligated to pay hereunder any portion of the following expenses or governmental impositions:

i. costs for which LANDLORD has already been reimbursed;
ii. costs of site work on or renovation of any portion of the Fish Pier Complex which is tenanted or available for tenancy;
iii. legal fees incurred in connection with leasing to or disputes with tenants, other than the TENANT referred to herein; and
iv. costs and fees incurred in connection with environmental clean-up, provided, however, that TENANT shall be obligated to pay costs and fees in connection with environmental clean-up if TENANT has contributed in whole or in part to the conditions requiring the remedial environmental action.

<u>SECTION 8. USE OF PREMISES.</u>

(a) TENANT shall use and occupy Premises only for the purposes outlined in this AGREEMENT throughout the duration of the Term hereof.

(b) TENANT shall use and occupy Premises for the primary purposes of receiving, warehousing, processing, freezing, storing, grading, packaging and/or shipping frozen, cured and fresh seafood. Activities may include, but are not limited to:

i. Scheduling the arrival, unloading, loading, and departure of trucks at the Premises;
ii. Supervising loading and unloading of seafood from the trucks arriving at the Premises;
iii. Grading seafood received at the Premises;
iv. Packaging for reshipment seafood received at the Premises;
v. Conducting all necessary sales at the Premises;
vi. Transporting seafood to loading areas on the Premises for pickup by others pursuant to sale or disposal agreements as well as loading seafood onto trucks;
vii. Maintaining all records required by good business practice, including but not limited to, records on the amount and species of seafood unloaded at the Premises and sold; and
viii. Ensuring compliance with the operating rules governing activities at the Fish Pier Complex.

(c) <u>Customer Relations</u>. TENANT recognizes that the maintenance of good relations with customers, co-tenants, and other users of the Fish Pier Complex, as well as a positive LANDLORD image to visitors of the Fish Pier Complex, are of the utmost importance to LANDLORD and TENANT, therefore, agrees to use its best efforts to hire only reasonably competent and experienced managers, capable of assuring competent operation of the Premises.

(d) Custodial Service. TENANT shall maintain and provide sufficient custodial care for all areas of the Premises at its own expense, and shall not cause or suffer any waste to the Premises, Common Areas, or abutting leasehold areas.

(e) No Discrimination. It is understood and agreed that funds for the construction of the Fish Pier Complex 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 the Common Areas be preserved and protected and that service to vessels be provided according to reasonable and lawful rules and regulations and without discrimination or preference.

(f) Sale of Ice or Fuel. TENANT shall neither sell nor provide ice or transportation fuel from Premises except pursuant to Section 9 of the AGREEMENT entered into by the City of Portland and Vessel Services, Inc., dated February 23, 1983, incorporated by reference herein.

(g) Signage. TENANT's right to erect signs shall be subject to applicable provisions of the City of Portland's Code of Ordinances, including, but not limited to, its Land Use Ordinances and Historic Preservation Ordinance. Placement and design of all such signs shall require LANDLORD's approval.

SECTION 9. LAWS AND REQUIREMENTS OF PUBLIC AUTHORITIES.

(a) During the Term, TENANT shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city governments, including the Fish Pier Rules, and of all other governmental authorities affecting the Fish Pier Complex or appurtenances thereto, to the extent that such laws or regulations are directly related to the Premises, while such laws or regulations are in force, regardless of when enacted. TENANT shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including LANDLORD's counsel fees, which may arise out of TENANT's failure to comply with the covenants of this Section.

(b) TENANT shall have the right, but not the obligation, to contest by appropriate legal proceeding, conducted diligently and in good faith, in the name of TENANT, or LANDLORD (if legally required), or both Parties (if legally required), without cost or expense to LANDLORD, the validity or application of any law, ordinance, rule, regulation, or requirement of the nature referred to in the preceding sub-section, and if by the terms of any such law, ordinance, order, rule, regulation or requirement compliance therewith may be legally delayed without imminent risk of forfeiture or lien on the Premises or the Fish Pier Complex, or penalty to LANDLORD, pending the prosecution of such law, order, rule, regulation, or requirement, TENANT may delay such compliance therewith until the final determination of such proceeding.

(c) LANDLORD agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit TENANT to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

SECTION 10. COVENANT AGAINST LIENS; STATUS REPORT.

(a) If, as a result of TENANT's activities on the Premises, any mechanics' lien or other lien, charge or order for payment of money shall be filed against the LANDLORD, the City of Portland, TENANT, or any portion of the Fish Pier Complex, the Premises or Facility, TENANT shall at its own cost and expense cause the same to be discharged of record or to secure such payment by posting a bond with the LANDLORD in reasonable form and amount satisfactory to LANDLORD, within thirty (30) days after written notice to TENANT of the filing thereof, and TENANT shall defend, indemnify, and save harmless the LANDLORD and the City of Portland against all costs, liabilities, suits, penalties, claims and demands including reasonable attorney fees resulting therefrom. In the event the TENANT does not cause such lien, charge, or order to be discharged of record or bonded within said thirty (30) day period, the LANDLORD may thereafter cause the same to be discharged and the expense thereof shall be immediately paid to LANDLORD by TENANT as additional rent.

(b) Recognizing that both Parties may find it necessary to establish to third parties, such as accountants, mortgagees or the like, the then current status of performance hereunder, either Party, on the request of the other made from time to time, will promptly furnish a statement of the status of any matter pertaining to this AGREEMENT.

SECTION 11. REPAIRS AND MAINTENANCE.

(a) During the Term, at its sole expense, TENANT shall keep the Facility and Premises in good order and repair, reasonable wear and tear excepted.

(b) LANDLORD during the Term shall keep the Common Areas, including, but not limited to, the service piers, bulkheads, pilings, roadways, as well as water, sewer, and electrical connections to where TENANT connects for its exclusive use, in good order and repair, subject to TENANT's obligation described above in subsection (a) of this Section 12.

(c) TENANT will be responsible for plowing and snow removal on its Premises. LANDLORD shall plow and remove snow on the Common Areas sufficient to allow TENANT to conduct its business.

(d) TENANT will not be subject to the special assessment of costs of capital improvements initiated by LANDLORD without TENANT's prior consent, unless said capital improvements are necessary to comply with the laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local governments.

SECTION 12. SUBLETTING AND ASSIGNMENT.

(a) Except as set forth in this AGREEMENT, TENANT shall neither assign nor encumber this AGREEMENT nor sublet, nor sell the Premises, the Facility, or any part thereof without on each occasion obtaining the written consent of LANDLORD. In the event of any assignment, subletting, or sale, TENANT shall remain fully liable under this AGREEMENT. Notwithstanding the foregoing, TENANT may sublet all or any portion of the Premises and/or the Facility to an entity with common ownership as TENANT without obtaining the prior written consent of LANDLORD. For the purposes of this Section, “common ownership” shall mean the member(s) of Tenant collectively hold a controlling (>50%) interest in the entity.

(b) Any assignment, sublease or conveyance by LANDLORD of its interest in the Premises or the Facility shall be expressly subject to this AGREEMENT.

SECTION 13. INDEMNITY.

To the fullest extent permitted by law, TENANT shall at its own expense, defend, indemnify, and hold harmless the City of Portland and LANDLORD, their officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just and unjust, arising from injury or death to any person, property, or environmental damage sustained by anyone in and about the Fish Pier Complex or as a result of activities at the Fish Pier Complex, including, but not limited to, the intake and discharge of seawater by TENANT at the Fish Pier Complex, resulting from any act or omission of TENANT, its officers, agents, servants, employees, or persons in privity with TENANT, except to the extent that such injury, death, or property damage results from a 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 the City of Portland or LANDLORD or in which the City of Portland or LANDLORD may be impleaded with others upon any such above-mentioned matter, claim or claims, including but not limited to claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which LANDLORD and/or the City of Portland is a party, LANDLORD and/or the City of Portland shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without their prior written consent. Such obligation of indemnity and defense shall not be construed to negate or abridge any other right of indemnification or contribution running to LANDLORD and/or the City of Portland that would otherwise exist.

SECTION 14. INSURANCE.

(a) Prior to the execution of this Lease, TENANT will procure and maintain:

i. Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage, including contractual liability coverage;

ii. Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage;

iii. Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against LANDLORD and the City of Portland, their officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, TENANT shall name LANDLORD and the City of Portland as an additional insured for coverage for claims for which the LANDLORD and the City of Portland do not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A**,** as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the LANDLORD or City of Portland under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the LANDLORD or City of Portland.

Prior to execution of this Lease, TENANT shall furnish LANDLORD and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the LANDLORD of termination of insurance from the insurance provider or agent. TENANT shall also provide a copy of any endorsement naming the LANDLORD and City of Portland as additional insured. Upon LANDLORD's request, TENANT shall provide LANDLORD with a complete copy of any of the above-referenced policies.

TENANT shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed $10,000.00 without prior written approval of City's Corporation Counsel). LANDLORD's acceptance or lack of acceptance of TENANT's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Tenant's obligation to obtain and maintain such insurance as required by this Lease. Policies maintained and/or required herein shall be primary and noncontributory. TENANT understands and agrees that the minimum limits of the insurance herein required may become inadequate during the term of this Lease, and TENANT agrees that it will increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the LANDLORD to do so. In no case shall such insurance be less than the statutory limits set forth in the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) or any successor statute thereto**.**

(b) During the Term, TENANT shall keep Premises insured, to the extent of TENANT's insurable interest, for the benefit of TENANT and any mortgagee(s) against all risks, including earthquake and loss or damage by fire or flood, and customary extended coverage in an amount not less than eighty percent (80%) of the full insurable value of TENANT's insurable interest 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 the event of a loss. 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 hereinbefore provided. 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 LANDLORD should disagree with the valuation provided, it may have an appraisal performed at its own expense and the determination of such appraiser shall be binding upon the Parties for the purposes of insurance valuation, and insurance coverage will be immediately increased in conformity therewith.

(c) During the Term, LANDLORD shall maintain insurance, or self-insure, pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. for the acts and omissions of its employees occurring within the course and scope of employment and pursuant to the Maine Worker's Compensation Act of 1992, 39 M.R.S.A. §101 et seq. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the Landlord under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Landlord.

(d) 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; and they, further, mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof, unless such insurance company prohibits such waiver of subrogation. If the release of either 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.

(e) Notwithstanding anything in this Lease to the contrary, LANDLORD's obligations under this Lease are subject to and limited by, and LANDLORD does not waive, the defenses, immunities, and limitations of liability or damages available to the LANDLORD under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the LANDLORD.

SECTION 15. DESTRUCTION.

(a) If at any time during the Term, the Facility shall be damaged or destroyed by fire or any other cause, to an extent in excess of fifty percent (50%) of its then insurable value, then TENANT shall have the right to terminate this Lease by written notice within thirty (30) days after the date of such damage or destruction. If such right is exercised by TENANT, this Lease shall expire 30 days after receipt of such notice of termination, and insurance proceeds shall be distributed in accordance herewith.

(b) In the event of partial or complete destruction described herein which does not result in termination of the Lease as provided in the preceding subsection, Rent for the Premises shall be abated in the same proportion of the dollar amount of damage to the Facility represents to the then-insurable value of the Premises, provided such figure exceeds ten percent (10%).

(c) Insurance proceeds paid because of damage to Facility shall be paid jointly to TENANT and any mortgagee(**s**) as co-insureds, and shall be applied toward the cost of such restoration; or, in the alternative, paid in accordance to amount(s) due to mortgagee(s) secured by the Facility, with the surplus, if any, applied to the cost of demolition or clean-up of the remaining Facility.

(d) Any insurance proceeds left after termination under Paragraph (a) and satisfaction of said indebtedness and expenses of demolition or clean-up as aforesaid, shall be paid to TENANT. In such circumstances, TENANT shall not be entitled to any termination payments from LANDLORD as described in Section 22 below.

(e) Any appraisals required pursuant to this Section shall be conducted by an appraiser selected by LANDLORD from a list of three (3) appraisers from within the State of Maine selected by TENANT, each of whom shall be licensed by the State of Maine and have an MAI designation, unless the LANDLORD should accept a different qualification.

SECTION 16. EMINENT DOMAIN.

(a) If all or substantially all of the Premises shall be taken by the City of Portland for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof (hereinafter called a "total taking"), then this Lease may be terminated at the option of TENANT as of the date the possession has been taken with the same force and effect as if said date had originally been fixed herein as the expiration of the Term. For the purposes of this Section, and without limiting the generality of the foregoing, a total taking shall have occurred if as a result of any taking, there is a loss of thirty percent (30%) or more of the Premises. Notwithstanding such loss, TENANT may elect to continue in possession of the remainder of the Premises for the balance of the Term upon the same terms and conditions set forth herein, so long as TENANT gives notice of such election to LANDLORD within thirty (30) days of the taking of possession by the public or quasi-public body. In the event this Lease is terminated pursuant to the provisions of this Section, the rental paid by TENANT to LANDLORD hereunder shall be equitably adjusted and prorated to the day TENANT is relieved of possession of the Premises.

In the event of a "total taking" under the City of Portland's municipal authority, resulting in the termination of this Lease, the City of Portland shall pay a condemnation award to TENANT as compensation for the loss of TENANT's leasehold interest. The amount of the award shall be the then fair market value of the leasehold taken, including leasehold improvements, if not removed by TENANT, as determined by an appraiser to be selected in accordance with the provisions of Section 15(e) above.

(b) In the event of a “total taking" by a governmental entity other than the City of Portland, resulting in the termination of this Lease, the Parties hereto agree to cooperate in applying for and prosecuting any claims for such taking; and, further, agree that TENANT shall be entitled to collect from the taking entity the amount of compensation, if any, assigned by the taking entity to TENANT's interests in the leasehold. TENANT shall not be entitled to any termination payment from LANDLORD.

(c) In the event of a partial taking (which term “partial taking” shall include any purchase in lieu thereof), not resulting in the termination of this Lease, pursuant to the provisions of this Section, LANDLORD shall, if requested in writing by TENANT, within ninety (90) days of the date of said partial taking, negotiate with TENANT regarding each Party's financial responsibility for undertaking repairs to the portions of Facility on the Premises affected by such taking to the extent necessary to restore the same to usable condition, specifically taking into consideration the amount of land remaining and conditions existing after such taking.

In the event of a partial taking under this Section or an election to continue in possession pursuant to Subsection (a), in addition to the condemnation award, the rental amount shall be reduced in proportion to the Premises taken. The amount of the condemnation award shall be determined in accordance with this Section including consideration of the value of leasehold improvements to the extent said improvements are affected by the partial taking.

(d) In the event of a taking for temporary use, this Lease shall continue unaffected, and TENANT shall be entitled to receive the proceeds apportioned to its leasehold interest from the date of such taking until the period of the taking shall end.

SECTION 17. MORTGAGES.

TENANT may mortgage its interest in this Lease and the Premises for the reasonable business purpose, including but not limited of obtaining capital for improvements to the Facility or equipment on the Premises, subject to LANDLORD's prior written consent, which shall not be unreasonably withheld, and subject to the terms of this Lease. If LANDLORD should consent to such mortgage(s), the following provisions shall apply:

(a) There shall be no cancellation, surrender, acceptance of surrender, or modification of this Lease, without the prior written consent of the mortgagee.

(b) LANDLORD shall, upon giving to TENANT any notice of default, termination, or any other notice under this Lease, simultaneously send a copy of such notice to the mortgagees of record, and no notice of such default or termination shall be deemed to affect such mortgagee's interest unless and until a copy thereof has been sent. The mortgagee shall thereupon have the same time within which either to remedy or cause to be remedied all the defaults complained of as is allowed to TENANT, and LANDLORD shall accept such performance by or at the instigation of the mortgagee as if such performance had been accomplished by TENANT.

(c) If LANDLORD should elect to terminate this Lease by reason of any default of TENANT, the leasehold mortgagee shall not only have and be subrogated to all rights of TENANT with respect to curing such default, but shall also have the right to postpone and extend the specified date of the termination of this Lease as fixed by LANDLORD in its notice of termination, for a period of not more than six (6) months, provided that:

  i. within thirty (30) days after the date of notice of termination pursuant to Section 20 below, the mortgagee shall proceed to cure any then-existing default;
  ii. mortgagee observes all the terms and conditions of the Lease as though it were the TENANT; and
  iii. no further default shall accrue hereunder during such extended period.

(d) Upon foreclosure or assignment in lieu of foreclosure, TENANT’s interest in this AGREEMENT may be assigned, with the consent of LANDLORD, provided that the Facility continues to be operated for the purposes provided in Section 8 and assignee is in the business of providing such uses. Any such assignment by mortgagee shall relieve mortgagee of any future obligation or responsibility thereafter accruing or arising under the terms of this AGREEMENT.

SECTION 18. UTILITY EASEMENTS.

TENANT shall have the right, at its own expense, to enter into reasonable agreements with utility companies, municipal corporations, and other governmental agencies to create easements in favor of such companies as are required in order to service the Premises. The location of such easements shall subject to the approval of LANDLORD and the City of Portland. LANDLORD will assist TENANT in obtaining permission to establish such easements.

SECTION 19. DEFAULT BY LANDLORD.

(a) Incidents of Default. For purposes of this Section, events of default by LANDLORD shall include only the following, provided that such default materially affects TENANT's ability to operate the Premises as specified in Section 8 (hereinafter "LANDLORD Default(s)"):

i. Failure of LANDLORD to provide the Premises to TENANT for TENANT's quiet use and enjoyment, during the Term, without hindrance or molestation by LANDLORD or any person claiming by or through LANDLORD;

ii. Lack of LANDLORD's power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder;

iii. If, due solely to LANDLORD's action or inaction, the Premises should not be free from all encumbrances, liens, defects in title, leases, tenancies, and agreements, with the exception of those expressly stated in this Lease, and such burden adversely affects TENANT's business;

iv. 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;

v. If LANDLORD should fail to perform or observe any material term or condition contained in this Lease and not commence to cure such failure within fifteen (15) days after notice from TENANT thereof and promptly and diligently complete the curing of the same;

vi. TENANT's ouster from the Premises by any entity claiming ownership rights of the Premises, other than a prior tenant or an entity claiming rights to Lot 10 under TENANT; or

vii. LANDLORD's failure to provide essential Common Area functions, including but not limited to bulkheads and navigational channel.

(b) Remedy for Default. If LANDLORD should be in default under this Section, TENANT shall give LANDLORD written notice of such default and an opportunity to cure.

In the event LANDLORD fails or refuses to cure such LANDLORD Default within fifteen (15) days of notice, TENANT may proceed to cure such LANDLORD Default, provided TENANT shall give LANDLORD notice of its intent to cure on LANDLORD's behalf. TENANT may thereafter proceed to cure and deliver receipts and records reflecting the costs of cure. LANDLORD shall reply in writing as to its position on the reasonableness of the steps and costs of curing. TENANT shall be entitled to a credit towards its next subsequent rental obligation of the costs of curing which LANDLORD agrees are reasonable. All disputes arising under this subsection, including those as to the reasonableness of the costs of curing not resolved by mutual agreement, shall be resolved in the courts of the State of Maine.

In the alternative, if a LANDLORD Default hereunder continues for sixty (60) days, TENANT may, at its election, give LANDLORD written notice of such LANDLORD Default as aforesaid and its intention to terminate this Lease on a date specified in said notice, which date shall not be earlier than ten (10) days after the notice is given. If such LANDLORD Default has not been cured on the date so specified and with or without entry of LANDLORD, this Lease, the Term, and TENANT's rent obligations hereunder shall thereupon terminate.

In addition to the other remedies provided herein, in the event that LANDLORD fails to cure a LANDLORD Default within sixty (60) days of notice, TENANT may take whatever action, at law or in equity, may appear necessary or desirable to enforce performance and observation of any obligation or covenant of LANDLORD under this Lease.

(c) General provisions. No delay or omission to exercise any right or power accruing upon any LANDLORD Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or any power may be exercised from time to time and as often as may be deemed expeditious; and, unless otherwise expressly provided herein, the exercise of any one right or remedy shall not impair the right of TENANT to any or all of the remedies.

SECTION 20. DEFAULT BY TENANT

(a) Incidents of Default. For purposes of this Section, events of Default by TENANT shall include only the following (hereinafter "TENANT Default(s)"):

i. TENANT fails to pay when due any amount or installment of Rent, or any other payments specified herein;

ii. TENANT fails to observe or perform any material covenants, agreements, or obligations of this Lease;

iii. There shall occur the dissolution of TENANT; or 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 relating 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 TENANT and the same is not stayed or discharged within sixty (60) days from such filing; or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against TENANT, or a receiver of the business or of the property or assets of TENANT is appointed by any court, except a receiver appointed at the insistence or request of LANDLORD; or TENANT makes any assignment for the benefit of TENANT's creditors;

iv. TENANT shall substantially abandon or vacate the Premises or fail to use the Premises or Facility for the purposes set forth in Section 8; or

v. TENANT shall use Premises or Facility for uses not set forth herein.

(b) Remedy for Default. If TENANT should be in default under this Section, LANDLORD shall give TENANT written notice of such TENANT Default, and an opportunity to cure. Notwithstanding any other provision of this Lease, TENANT Default in the payment of Rent, including parking fees and additional payments, must be cured within thirty (30) days of the Notice of Default or this Lease and the Term thereof shall thereupon terminate in accordance with the provisions of Section 22.

LANDLORD may proceed to cure TENANT Default provided LANDLORD shall give TENANT fifteen (15) additional days' notice of its intent to cure on TENANT's behalf. LANDLORD may thereafter proceed to cure and deliver receipts and records reflecting the costs of cure. TENANT shall reply in writing as to its position on the reasonableness of the steps and the costs of curing. LANDLORD shall be entitled to reimbursement of those costs of curing which TENANT agrees are reasonable with TENANT's next subsequent rent. All disputes arising under this subsection, including those as to the reasonableness of the costs of curing, not resolved by mutual agreement shall be resolved in the courts of the State of Maine.

In the alternative, if a TENANT Default hereunder continues for sixty (60) days, LANDLORD may, at its election, give TENANT written notice of its intention to terminate this Lease on a date specified in said notice, which date shall not be earlier than ten (10) days after such notice is given. If such TENANT Default has not been cured on the date so specified, then with or without the entry of LANDLORD, this Lease and the term hereof shall thereupon terminate and LANDLORD may re-enter and take possession of the Premises and the Facility and TENANT shall forthwith surrender possession of the Premises. TENANT shall be, and shall remain, liable for all rental and other charges accrued hereunder to the date such termination becomes effective.

In that event, LANDLORD may, but shall be under no obligation to do so, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to LANDLORD (including the right to relet the Premises and Facility for a term greater or lesser than that remaining under the Lease Term, the right to relet the Premises and Facility as a part of a larger area, and the right to change the character or use made of the Premises and Facility) provided that LANDLORD shall comply with any obligation to mitigate damages under Maine law. For the purpose of such reletting, LANDLORD may decorate and make any repairs, changes, alterations or additions in or to the Premises and Facility that may be necessary or convenient. If the Premises and Facility should be relet and a sufficient sum should not be realized from such reletting (after paying all of the expenses of such decorations, repairs, changes, alterations, and additions, and the other expenses of such reletting, including, but not limited to, broker's commission), to satisfy the Rent herein provided to be paid for the remainder of the Term, TENANT shall pay to LANDLORD on demand any deficiency.

In addition to the other remedies herein for TENANT Default, in the event TENANT fails or refuses to cure such TENANT Default within sixty (60) days of notice, LANDLORD may take whatever action, at law or in equity, may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of TENANT under this Lease.

(c) No delay or omission to exercise any right or power accruing upon any TENANT Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of LANDLORD to any or all of the remedies.

SECTION 21. MANAGEMENT OF THE FISH PIER COMPLEX.

LANDLORD shall use its best efforts to provide for coordination of all activities and operations on the Fish Pier Complex to allow the orderly operation of business at the Complex.

SECTION 22. RIGHTS OF THE PARTIES UPON TERMINATION AND EXPIRATION.

Upon expiration or termination of this Lease, at LANDLORD's option:

(a) TENANT shall remove the Facility from the Premises at its sole expense, leaving the Premises in good repair and safe condition. If TENANT fails to remove the Facility and leave the Premises in good repair and safe condition after the removal of the Facility, LANDLORD may do so at TENANT's expense. TENANT shall pay to LANDLORD all such expenses within 30 days after receipt of an invoice from LANDLORD for such expenses; or

(b) If LANDLORD does not opt to have TENANT remove the Facility, title to the Facility shall immediately vest as the property of LANDLORD without the need for any conveyance document, free and clear of all encumbrances, and by virtue of this subsection, any such encumbrances shall be subordinate to LANDLORD's rights in the Facility.

SECTION 23. FORCE MAJEURE.

In the event LANDLORD or TENANT shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of riots, insurrection, the act, failure to act, or default of the other Party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the Party asserting such delay notify the other in writing within thirty (30) days of the commencement of said delay, setting forth the nature and date of commencement of the delay, and any and all steps taken to mitigate the effect of such delay. If the delayed Party fails to provide such written notice of delay within thirty (30) days of the commencement of the delay, the relief provided in this Section shall be deemed waived for the purposes of this Lease.

SECTION 24. NOTICES.

Every notice, demand, request, approval, consent or other communication authorized or required by this Lease shall be in writing and shall be deemed to have been properly given when delivered in hand or sent, postage pre-paid, by United States Registered or Certified Mail, return receipt requested, or by nationally recognized overnight carrier, addressed as follows:

LANDLORD:
Portland Fish Pier Authority c/o Corporation Counsel
389 Congress Street
Portland, ME 04101-3509

TENANT:
10 Portland Fish Pier LLC
10 Portland Fish Pier
Portland, ME 04101

Or such other persons or addresses as such Party may designate by notice given from time to time in accordance with this Section. Attorneys for TENANT or LANDLORD may give notice under this section with the same force and effect as if given by the parties. The Rent payable by TENANT hereunder shall be delivered to:

Portland Fish Pier Authority
Finance Department
389 Congress Street
Portland, Maine, 04101

SECTION 25. GOVERNING LAW.

This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine. Any proceeding for interpretation or enforcement of this Lease or arising out of performance of this Lease shall be brought in the Courts of the State of Maine located in Cumberland County.

SECTION 26. NO MERGER.

The fee title of the Premises and the leasehold estate granted by this Lease shall not merge, but shall always remain separate and distinct notwithstanding the union of said estates either in TENANT or in a third-party by purchase or otherwise.

SECTION 27. PARTIAL INVALIDITY.

If any term, covenant, condition, or provision of this Lease, or the application thereof to any person or circumstance shall, at any time or 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, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 28. MEMORANDUM OF LEASE.

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 29. ENTIRE AGREEMENT; COUNTERPARTS.

This Lease, including any Exhibits hereto, expresses the entire understanding and all agreements of LANDLORD and TENANT with each other, and neither LANDLORD nor 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 Lease, including the exhibits hereto. This Lease may be modified only by a written amendment approved by the governing bodies of both Parties and signed by authorized representatives of LANDLORD and TENANT. This Lease may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall be deemed to constitute an original instrument.

SECTION 30. PARTIES.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of LANDLORD and TENANT and their respective successors, and assigns.

SECTION 31. WAIVERS.

Failure of 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 LANDLORD or TENANT at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver or a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

SECTION 32. FEDERAL AND STATE AGREEMENT.

All terms and obligations under this Lease 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 Lease whenever requested by LANDLORD which is required to bring either LANDLORD or the City of Portland into compliance with any labor regulation relating to the development and operation of its Fish Pier Complex. TENANT may terminate this Lease if compliance with this Section would materially affect its ability to operate the Premises as specified in Section 8.

SECTION 33. RIGHT TO ENTER AND INSPECT.

LANDLORD, by its authorized officers, employees, or agents, shall have the right, at such times and with such notice as may be reasonable under the circumstances and with as little interruption of TENANT's operations as is reasonably practicable, to enter upon and in the Premises and Facility without charge to inspect the Premises and Facility to determine compliance with City ordinances and the terms of this AGREEMENT.

SECTION 34. REQUIRED APPROVALS.

Whenever the approval or consent of the LANDLORD or TENANT is required hereunder, no such approval shall be unreasonably conditioned, delayed or withheld.

Signature page follows.

[signature page to Amended and Restated Lease Agreement]

IN WITNESS WHEREOF, the Parties have caused this Lease to be signed by their authorized representative to be effective as of the day and date first stated above.

10 PORTLAND FISH PIER LLC

By: ______________________________
Bayard R. Douty, Sole Member

PORTLAND FISH PIER AUTHORITY

By: ______________________________
Robert Odlin, Its President

Exhibit A

Second Amended Recording Plat of the "Portland Fish Pier Complex," dated August 6, 2019

Exhibit B

Easement Consent dated June 15, 2012

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “Assignment”) is made as of the ____ day of April, 2025 by and between **Douglas and Bayard Douty, Partners**, a Maine general partnership, having a mailing address at 10 Portland Fish Pier, Portland, Maine 04101 (“Assignor”), and **10 Portland Fish Pier LLC**, a Maine limited liability company having a mailing address at 10 Portland Fish Pier, Portland, Maine 04101 (“Assignee”).

R E C I T A L S

WHEREAS, the City of Portland as “Landlord” (hereinafter “City”) and Douty Brothers, Inc. as “Tenant”, entered into a Lease Agreement dated October 16, 1989 (the “Lease”) for real property known as Lot 10 of the Portland Fish Pier Complex (the “Premises”), described in the Second Amended Recording Plat of the "Portland Fish Pier Complex," dated August 6, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 352; and

WHEREAS, with the City’s consent, Douty Brothers, Inc. assigned its leasehold interest in the Lease to Assignor by virtue of a certain Assignment and Assumption of Lease dated March 6, 1990 and recorded in the Cumberland County Registry of Deeds, Book 9124, Page 175; and

WHEREAS, Portland Fish Pier Authority (“FPA”) is the tenant under a certain lease (the “Master Lease”) between the City of Portland and FPA, dated April 30, 1990 of the Portland Fish Pier Complex, and by virtue of the Master Lease and an Assignment of Leases and Consent to Assignment dated May 29, 1990 and recorded in the Cumberland County Registry of Deeds at Book 9244, Page 217, the City granted to the FPA an assignment of the City’s lessor rights in the Lease; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of Assignor’s right, title and interest in and to the obligations under the Lease.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows effective as of the date above:

1. Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Lease, any extensions or renewals thereof, and any subtenancies associated with the Premises, including without limitation the rights to all rents, income and profits arising therefrom, additional rent, and operating and maintenance expenses, with respect thereto.

2. Assignee hereby assumes all of Assignor's obligations arising under the Lease on and after the date hereof.

3. The Assignor warrants that the Assignor is the sole owner of the tenant's interest in the Lease, and that Assignor has not previously transferred, assigned or pledged said Assignor's interest in the Lease.

4. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

6. This Assignment constitutes the entire understanding between the parties with respect to the scope of the assignment and assumption arrangement described herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged into this Assignment. Neither this Assignment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Assignment may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall be deemed to constitute an original instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment and Assumption of Lease as of the day and year first above mentioned.

WITNESS:

ASSIGNOR:
DOUGLAS AND BAYARD DOUTY
BROTHERS, PARTNERS

____
Name: ________________________

By:____________________________
Bayard Douty, Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. April ____, 2025

Then personally appeared the above-named Bayard Douty, Partner of Douglas and Bayard Brothers, Partners, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Douglas and Bayard Brothers, Partners, before me.

____
Notary Public/Maine Attorney-at-Law
Print Name:_____________________
My Commission Expires:__________

IN WITNESS WHEREOF, ASSIGNEE has executed this Assignment and Assumption of Lease as of the day and year first above mentioned.

WITNESS: ASSIGNEE:
10 PORTLAND FISH PIER LLC

_________________________________ By: _____________________________
Name:____________________________ Bayard R. Douty, Sole Member

STATE OF MAINE__________________
COUNTY OF CUMBERLAND, ss. April ____, 2025

Then personally appeared the above-named Bayard R. Douty, Sole Member, of 10 Portland Fish Pier LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of 10 Portland Fish Pier LLC, before me.

____
Notary Public/Maine Attorney-at-Law
Print Name:_____________________
My Commission Expires:__________

LANDLORD CONSENT

Portland Fish Pier Authority, a Maine non-profit local development authority, acting by and through Robert Odlin, its President, duly authorized, as Landlord (the "Landlord"), under that certain Lease Agreement dated October 16,1989 (the "Lease") with Douty Brothers, Inc. (the "Corporation") as Tenant, the lessor's rights in the Lease as assigned to Landlord by the City of Portland by virtue of the Master Lease and an Assignment of Leases and Consent to Assignment dated May 29, 1990 and recorded in the Cumberland County Registry of Deeds at Book 9244, Page 217, and the tenant's rights in the Lease as assigned to Douglas and Bayard Douty, Partners (the "Partnership"), by virtue of that certain Assignment and Assumption of Lease (the "Assignment"), dated March 6, 1990 and recorded in the Cumberland County Registry of Deeds, Book 9124, Page 175, does hereby acknowledge and consent to the Partnership's assignment of its rights under the Lease to 10 Portland Fish Pier LLC, a Maine limited liability company (the "Company") in accordance with this Assignment and Assumption of Lease. Landlord represents to and covenants with Assignee that the Lease is in full force and effect, that there are no rent arrearages and that, to Landlord's knowledge, there exist no defaults, and no events which with the giving of notice or passage of time or both would constitute defaults, under the Lease.

IN WITNESS WHEREOF, the Portland Fish Pier Authority has caused this instrument to be signed and sealed by Robert Odlin, its President, hereunto duly authorized, as of the day and year first above mentioned.

WITNESS:

____
Name: __________________________

LANDLORD:
PORTLAND FISH PIER AUTHORITY

By: ______________________________
Name: Robert Odlin
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_________ __, 2025

Then personally appeared the above named Robert Odlin in his said capacity, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Portland Fish Pier Authority, before me.

____
Notary Public/Attorney at Law
Print Name: _________________________
My Commission Expires: _____________

Attn: Portland Fish Pier Authority Board

April 15th, 2025

Subject: Bristol Seafood Exterior Work

5 Portland Fish Pier

Bristol Seafood will be upgrading the refrigeration equipment which runs the holding freezer at our 5 Portland Fish Pier location. As part of this upgrade, we will be installing a new compressor outside of the western facing exterior wall of the building. There will need to be an 11' x 5' concrete pad built to support the unit on the ground. We have included a diagram of the building showing the proposed location of this pad in red. Please let me know if you need any other details.

Thank you,

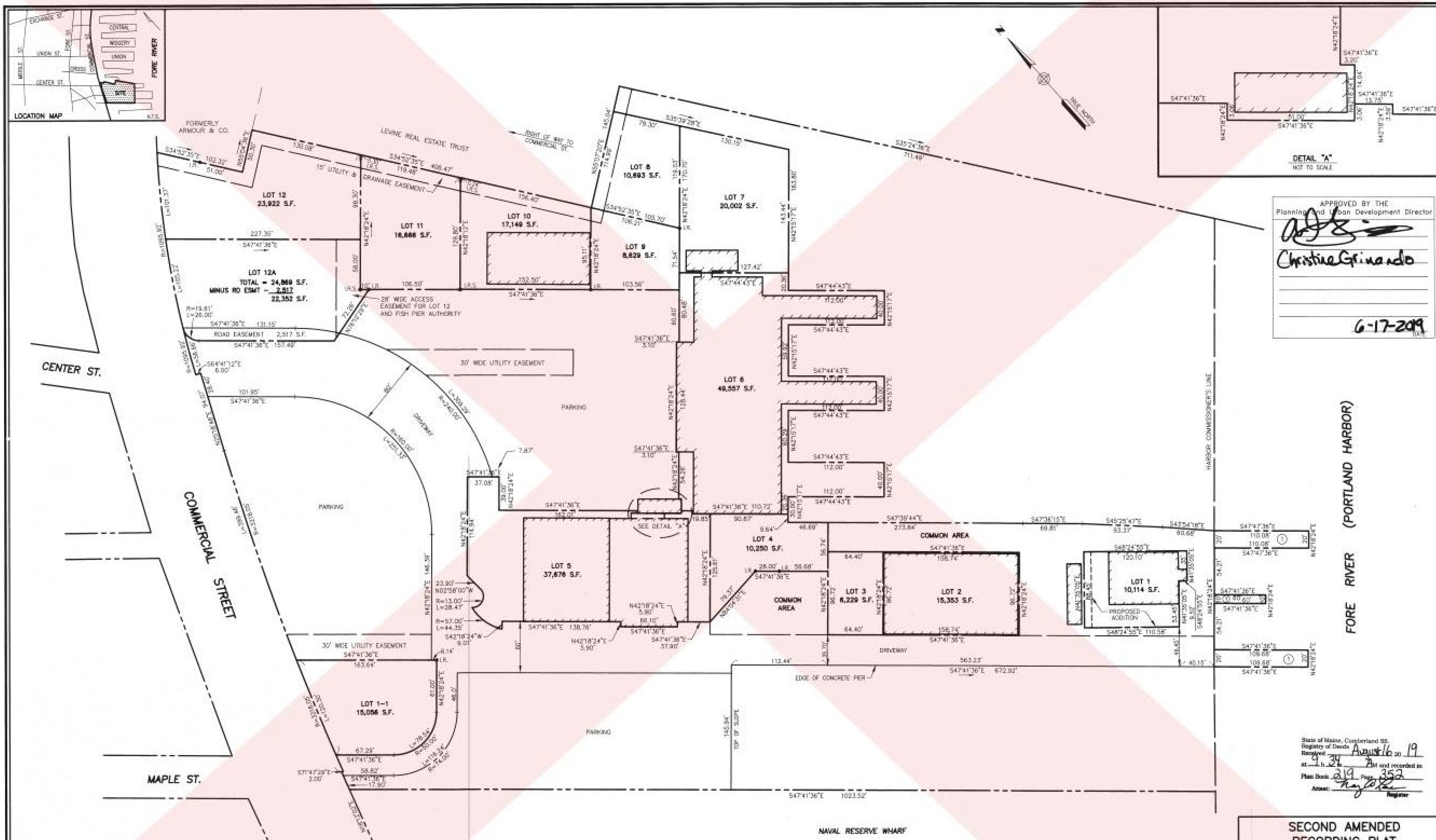
Brett Heidtke

Chief Operating Officer

Bristol Seafood

ADDRESS: 5 Portland Fish Pier, Portland, Maine 04101
SALES: 207-774-3177 • GENERAL: 207-761-4251 • BRISTOLSEAFOOD.COM


P
Bristol Seafood
Portland Fish Pier
Harbor Master
Port of Portland
P
P



APPROVED BY THE
Planning and Urban Development Director

Christine Grinando

6-17-2019
DATE

State of Maine, Cumberland SS.
Registry of Deeds
Received August 16 2019
at 9 h 34 m A M and recorded in
Plan Book 219 Page 352
Attest: [signature]
Register

LEGEND:
- I.R. IRON ROD
- I.R.S. 5/8" IRON ROD SET

GRAPHIC SCALE
0 25' 50' 100' 200'

NOTES:

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

PLAN REFERENCES:

1. 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.
2. STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, COMMERCIAL STREET, PORTLAND, FEDERAL AID PROJECT NO. M-0685(4) DATED JUNE 1991, SHTS. 2 AND 3.
3. MAINE DEPARTMENT OF TRANSPORTATION TAKINGS FOR FISH PIER COMPLEX RECORDED IN PLAN BOOK 137 PAGES 34-35.
4. 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.

THIS PLAN SUPERCEDES "AMENDED RECORDING PLAT, PORTLAND FISH PIER COMPLEX PORTLAND, MAINE MADE FOR CITY OF PORTLAND DATED FEB. 5, 1990 REVISED THROUGH 6/24/02" RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 202 PAGE 477 IN THAT IT REVISES LOT 4.

STATE OF MAINE
RANDY R. LOUBIER 2407
PROFESSIONAL LAND SURVEYOR

SECOND AMENDED RECORDING PLAT
"PORTLAND FISH PIER COMPLEX"

1 Portland Fish Pier

PORTLAND, MAINE
MADE FOR RECORD OWNER
CITY OF PORTLAND
389 CONGRESS STREET, PORTLAND, MAINE

OWEN HASKELL, INC.
16 CASCO ST., PORTLAND, ME 04101 (207)774-0424
PROFESSIONAL LAND SURVEYORS

Drwn By	DBP	Date	Job No.
Trace By	DBP	8/6/2019	800GP
Check By	JWS/RRL	Scale	Drwg. No.
Book No.	208,272,457	1" = 50'	1

PORTLAND MAINE

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

Acting Corporation Counsel
Danielle P. West-Chuhta

Associate Counsel
Ann M. Freeman
Lawrence C. Walden

October 23, 2012

Jennifer Cyr, Chief Financial Officer
Bristol Seafood, Inc.
5 Portland Fish Pier
P.O. Box 486
Portland, ME 04112

Re: Lease with the Portland Fish Pier Authority

Dear Jennifer:

Enclosed please find a copy of the fully executed lease between the Portland Fish Pier Authority and Bristol Seafood.

Please feel free to contact me if you have any questions.

Sincerely,

Lawrence C Walden/mep

Lawrence C. Walden
Associate Corporation Counsel

LCW:mep
Enc.

O:\OFFICE\LARRY\Contracts not for purchasing\bristol ltr 10.23.12.docx

RENEWED AND RESTATED
LEASE AGREEMENT BETWEEN
PORTLAND FISH PIER AUTHORITY
AND
BRISTOL SEAFOOD, INC.

This AGREEMENT made as of the 17th day of February, 2012, 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, and acting pursuant to the terms of a lease between the City of Portland and the Portland Fish Pier Authority, dated April 30, 1990 (hereinafter "LANDLORD"), and BRISTOL SEAFOOD, INC., a Maine corporation (hereinafter "TENANT").

RECITALS:

1. LANDLORD is the tenant under a certain lease (the "Master Lease") between the City of Portland and the Portland Fish Pier Authority, dated April 30, 1990 of the property located at 260 Commercial Street, Portland, Maine, commonly referred to as the Portland Fish Pier Complex, and by virtue of the Master Lease became the landlord in the Lease, described immediately below.

2. TENANT was the assignee of the tenant's leasehold rights of the prior tenant, ABBA North America, Inc., which was the initial tenant in the lease originally from the City of Portland, dated February 19, 1987 (the "Lease"); by virtue of Assignment of Lease and Consent to Assignment and Consent to Sublease, dated as of July 1, 1990.

3. The Lease was first amended on or about May 29, 1990, by a First Amendment.

4. The Lease was then amended on or about June 29, 1992, by a Second Amendment.

5. The Lease was then amended on or about May 28, 2002, by a Third Amendment.

6. The premises leased by the Lease, as so amended, is "Parcel 5" on the revised "Recording Plat of the Portland Fish Pier Complex," dated October 13, 1989, and in addition the 6,192 square feet, more or less of additional area, added by the Third Amendment, as shown on the plan entitled "Proposed Alterations to Parcel 5 Lot Lines", dated April 2002.

7. LANDLORD and TENANT agree that as they renew the Lease, as so amended, the Lease ought to be restated in its entirety.

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, LANDLORD and TENANT agree as follows:

Section 1. 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, with the following definitions to be equally applicable to both the single and plural forms of any of the terms herein defined.

(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 of LANDLORD at the Fish Pier Complex, including but not limited to cable stretching areas, driveways, truckways, delivery passages, truck loading areas, access and egress navigational channels, breakwaters, bulkheads, roadways, walkways, sidewalks, landscaped and planted areas, and bus stops. These areas are delineated in Exhibit A, a copy of the "Amended Recording Plat of the Portland Fish Pier Complex", by Owen Haskell, Inc., Stamped by John w. Swan, PLS, dated 2-05-90, last revised 10-12-00, which recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 18, (Exhibit A hereto) and incorporated herein by reference.

(b) [intentionally omitted]

(c) Facility. The word "Facility" shall mean any structure, building, parking area, machinery, walkways and fixtures constructed or located on the Premises, including any additions or modifications thereto.

(d) Fish Pier Complex. The words "Fish Pier Complex" shall mean the real property and any site improvements constructed or located thereon by LANDLORD.

(e) Premises. The word "Premises" shall mean the real property identified as "Parcel 5" on the "Amended Recording Plat of the Portland Fish Pier Complex", by Owen Haskell, Inc., Stamped by John W. Swan, PLS, dated 2-05-90, last revised 10-12-00, which recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 18, and incorporated herein by reference, AS REVISED by the plan entitled "Proposed Alterations to Parcel 5 Lot Lines", dated April 2002 (Exhibit B hereto); and any site improvements made thereon by LANDLORD, including the 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. When the "Facility" described herein has been constructed and where appropriate "Premises" shall include both the "Premises" as well as the "Facility."

(f) Term. The word "Term" shall mean and include the original term of the Lease, as previously amended and any extension permitted by this AGREEMENT.

Section 2. [intentionally omitted]

Section 3. Granting of Leasehold.

(a) LANDLORD does hereby lease and let to TENANT, and TENANT does hereby lease of and from LANDLORD, upon the terms and conditions hereinafter recited, the Premises.

(b) LANDLORD states that this AGREEMENT has been duly and legally authorized and that it does not violate any agreements with other parties.

(c) The Premises consists of Thirty-Seven Thousand, Six Hundred and Thirty-Four (37,634) square feet of land.

(d) [intentionally omitted]

(e) The rights of the TENANT hereunder are subject to the obligation of the TENANT to permit truck access to the Door Nine of the Auction Building by the Portland Fish Exchange and its invitees at all times and without charge or fee.

Section 4. Operation of the Facility.

(a) Scope. TENANT shall operate, for the Term of the AGREEMENT and in accordance with the covenants and provisions contained herein, a building of not less than Fourteen Thousand (14,000) square feet for the primary purposes of described in Section 9 below, "Use of the Premises."

(b) Alterations. TENANT may, at its own expense, place buildings, 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. LANDLORD's approval shall be required for any buildings, structural alterations, additions, or improvements. All Alterations made by TENANT to the Premises shall be 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.

(c) Permits and Approvals. TENANT agrees to bear the sole responsibility and entire cost of obtaining required permits and approvals prior to commencement of any alteration or modification, including, but not limited to, any permit or approval required for the intake and discharge of seawater.

Section 5. Term.

(a) The initial Term of the Lease commenced on February 19, 1987, and ended on February 19, 2012, twenty-five years thereafter.

(b) The first Renewal Term is hereby deemed to have commenced on February 19, 2012, and will end on February 19, 2022, unless it should be terminated for any of the reasons set forth herein.

(c) Provided it is not in default of any term or condition of this AGREEMENT, TENANT shall have the option to renew the Lease Term for three (3) additional ten (10) year renewal terms, (hence altogether, there could be four (4) "Renewal Terms"), on the following terms and conditions. Such option shall be automatically exercised, unless (not later than ninety (90) days before the expiration of the then current Lease Term) TENANT gives LANDLORD written notice (the "Cancellation Notice") of TENANT's election not to renew this AGREEMENT; provided, however, that LANDLORD shall give TENANT written notice (the "Reminder Notice") not less than thirty (30) days nor more than ninety (90) days before the expiration of TENANT's right to send a Cancellation Notice, and the time for TENANT to send a Cancellation Notice shall be extended, if necessary, to the date which is thirty (30) days after TENANT receives the Reminder Notice. Such renewal shall be upon the same terms and conditions contained in this AGREEMENT, except that for each Renewal Term the Rent shall be at a rate required by Section 6 below.

Section 6. Rent.

TENANT covenants and agrees to pay LANDLORD for its use of the Premises, without offset or deduction, except as provided herein and without previous demand therefor, the following:

(a) Annual rent in the amount of Thirty-Seven Thousand, Six Hundred and Thirty-Four Dollars and No Cents ($37,634.00), which represents One Dollar ($1.00) per square foot of the Premises payable in equal monthly installments, each of which shall be one twelfth (1/12) of said annual rent, in advance on the first day of each and every calendar month during the term.

(b) The annual rent shall be adjusted by multiplying the previous year's annual rent by the "Consumer Price Index for All Urban Consumers ("CPI-U")," U.S. City Average, "All Items Index," as published by the United States Bureau of Labor Statistics ("the Index") for the first calendar month of the Rental Year. Said annual rent adjustment shall be determined on June 1st of each year. Notwithstanding anything herein to the contrary, the increase in annual rent for each Lease year of the Term shall not be less than three percent (3%) or greater than seven percent (7%).

(c) A late charge of one and one-half percent (1½%) per month shall be charged and applied to any charge not paid within ten (10) days of when it is due hereunder. Collection costs, legal fees, and administration costs associated with collection of late payments shall also be charged to TENANT, who shall pay such costs within ten (10) days of receipt of a bill for such costs as additional rent.

(d) During the term of this AGREEMENT, TENANT may park, or cause to be parked, vehicles on Premises. TENANT agrees that the spaces provided shall be used only for those conducting business at the Premises or employees of TENANT. If TENANT desires to obtain additional spaces, LANDLORD shall use its best efforts to provide such spaces in the upper or lower parking areas, so long as parking spaces are available, within the constraints of actual and projected uses of these lots, at the prevailing monthly rate.

Section 7. Net Lease.

It is the intention of the parties that all amounts payable hereunder shall be net to LANDLORD, so that this AGREEMENT shall yield to LANDLORD the net annual payment specified herein during the Term.

Section 8. TENANT's Operating and Maintenance Expenses.

(a) During the term, in addition to other payments required herein, TENANT shall pay and discharge punctually all taxes and governmental assessments; all utility expenses, including, but not limited to, water and sewer user charges; charges for heat, gas, hot water, electricity, consumed by the Premises.

(b) In the year in which the Term terminates, all taxes, charges and utilities shall be apportioned pro rata between LANDLORD and TENANT according to the time remaining in the rental year. TENANT's share of such taxes, charges and utilities shall be paid prior to their due date.

(c) TENANT shall have the right to contest or review all payments referenced herein by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, TENANT or its designees shall conduct promptly at its own cost and expense and at no expense to LANDLORD; and, if required by law, in the name of and with the cooperation of LANDLORD, and LANDLORD shall execute all documents reasonably necessary to accomplish the foregoing.) Notwithstanding the foregoing, TENANT shall make all such payments if at any time the Premises, Facility improvements, or any part of them shall be imminently subject to forfeiture or if LANDLORD shall be subject to any criminal or civil liability arising out of the nonpayment thereof. The legal proceedings referred to in this subsection shall include appropriate proceedings and appeals from orders therein and appeal from any judgments, decrees, or orders. In the event of any reduction, cancellation, or discharge of taxes not theretofore paid, TENANT shall pay the amount finally levied or assessed or adjudicated to be due and payable on any such contested taxes with all applicable penalty and interest before further penalty and interest shall accrue. LANDLORD covenants and agrees that if there should be any refunds or rebates on accounts of the taxes paid by TENANT under the provisions of this AGREEMENT, such refund or rebate shall belong to TENANT and be received by LANDLORD in trust to be paid to TENANT forthwith. LANDLORD will, upon the request of TENANT, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and will pay over to TENANT such refund or rebate as received by LANDLORD.

(d) Notwithstanding the foregoing, TENANT shall not be obligated to pay hereunder any portion of the following expenses or governmental impositions:

i. costs for which LANDLORD has been reimbursed;
ii. costs of site work on or renovation of any portion of the Fish Pier Complex which is tenanted or available for tenancy;
iii. legal fees incurred in connection with leasing to or disputes with tenants, other than the TENANT referred to herein; and
iv. costs and fees incurred in connection with environmental clean-up, provided, however, that TENANT shall be obligated to pay costs and fees in connection with environmental clean-up if TENANT has contributed in whole or in part to the conditions requiring the remedial environmental action.

Section 9. Use of Premises.

(a) TENANT shall use and occupy Premises only for the purposes outlined in this AGREEMENT throughout the Term hereof.

(b) TENANT shall use and occupy Premises for the primary purposes of receiving, warehousing, processing, freezing, storing, grading, packaging and/or shipping frozen, cured and fresh seafood. Activities may include, but are not limited to:

1. Scheduling the arrival, unloading, loading, and departure of trucks at the Premises;
2. Supervising loading and unloading of seafood from the trucks arriving at the Premises;
3. Grading seafood received at the Premises;
4. Packaging for reshipment seafood received at the Premises;
5. Conducting all necessary sales at the Premises;
6. Transporting seafood to loading areas on the Premises for pickup by others pursuant to sale or disposal agreements as well as loading seafood onto trucks;
7. Maintaining all records required by good business practice, including but not limited to, records on the amount and species of seafood unloaded at the Premises and sold; and
8. Ensuring compliance with the operating rules governing activities at the Fish Pier Complex.

(c) Customer Relations. TENANT recognizes that the maintenance of good relations with customers, co-tenants and users of the Fish Pier Complex, as well as a positive LANDLORD image to visitors of the complex, are of the utmost importance to LANDLORD and TENANT, therefore, agrees to use its best efforts to hire only reasonably competent and experienced managers, capable of assuring competent operation of the Premises.

(d) Custodial Service. TENANT shall maintain and provide sufficient custodial care for all areas of the Premises at its own expense, and shall not cause or suffer any waste to the Premises, Common Areas, or abutting leasehold areas.

(e) No Discrimination. It is understood and agreed that funds for the construction of the Fish Pier Complex has 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 the Common Areas be preserved and protected and that service to vessels be provided according to reasonable and lawful rules and regulations and within discrimination and without preference.

(f) [intentionally omitted].

(g) Sale of Ice or Fuel. TENANT shall neither sell nor provide ice or transportation fuel from Premises except pursuant to Section 9 of the AGREEMENT entered into by the City of Portland and Vessel Services, Inc., dated February 23, 1983, incorporated by reference herein.

(h) Signage. TENANT's right to erect signs shall be subject to applicable provisions of the City of Portland's Code of Ordinances, including, but not limited to, its Land Use Ordinances and Historic Preservation Ordinance. Placement, content, and design of all signs by TENANT shall require LANDLORD's approval.

<u>Section 10. Laws and Requirements of Public Authorities.</u>

(a) Subject to the provisions of Section 36, during the Term and any renewal thereof, TENANT shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city governments, including the Fish Pier Rules, and of all other governmental authorities affecting the Fish Pier Complex or appurtenances thereto, to the extent that such laws or regulations are directly related to the Premises, while such laws or regulations are in force, regardless of when enacted. TENANT shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of TENANT's failure to comply with the covenants of this Section.

(b) TENANT shall have the right, but not the obligation, to contest by appropriate legal proceeding, conducted diligently and in good faith, in the name of TENANT or LANDLORD (if legally required), or both (if legally required), without cost or expense to LANDLORD, the validity or application of any law, ordinance, rule, regulation, or requirement of the nature referred to in the preceding sub-section, and if by the terms of any such law, ordinance, order, rule, regulation or requirement compliance therewith may be legally delayed without imminent risk of forfeiture or lien on the Premises or the Fish Pier Complex, or penalty to LANDLORD, pending the prosecution of such law, order, rule, regulation, or requirement, TENANT may delay such compliance therewith until the final determination of such proceeding.

(c) LANDLORD agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit TENANT so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

<u>Section 11. Covenant Against Liens; Status Report.</u>

(a) If, as a result of TENANT's activities on the Premises, any mechanics' lien or other lien, charge or order for payment of money shall be filed against the LANDLORD, the City of Portland, TENANT, or any portion of the Fish Pier Complex, the Premises or Facility, TENANT shall at its own cost and expense cause the same to be discharged of record or to secure such payment by posting a bond with the LANDLORD in reasonable form and amount satisfactory to LANDLORD, within thirty (30) days after written notice to TENANT of the filing thereof, and TENANT shall defend, indemnify, and save harmless the LANDLORD and the City of Portland against all costs, liabilities, suits, penalties, claims and demands including reasonable attorney fees resulting therefrom. In the event the TENANT does not cause such lien, charge or order to be discharged of record or bonded within said thirty (30) day period, the LANDLORD may thereafter cause the same to be discharged and the expense thereof shall be immediately paid by LANDLORD by TENANT as additional rent.

(b) Recognizing that both parties may find it necessary to establish to third parties, such as accountants, mortgagees or the like, the then current status of performance hereunder, either party, on the request of the other made from time to time, will promptly furnish a statement of the status of any matter pertaining to this AGREEMENT.

<u>Section 12. Repairs and Maintenance.</u>

(a) TENANT shall during the Term, at its sole expense, keep the Facility and Premises in as good order and repair, reasonable wear and tear excepted.

(b) LANDLORD during the Term shall keep the Common Areas, including, but not limited to, the service piers, bulkheads, pilings, roadways, and water, sewer and electrical connections to where TENANT connects for its exclusive use, in good order and repair subject to TENANT's obligation in subsection (a) of this Section.

(c) TENANT will be responsible for plowing and snow removal on its Premises. LANDLORD shall plow and remove snow on the Common Areas sufficient to allow TENANT to conduct its business.

(d) TENANT will not be subject to the special assessment of costs of capital improvements initiated by LANDLORD without TENANT's prior consent, unless said capital improvements are necessary to comply with the laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local governments.

Section 13. Subletting and Assignment.

(a) TENANT shall neither assign nor encumber this AGREEMENT nor sublet, nor sell the demised Premises or any part thereof without on each occasion obtaining the written consent of LANDLORD. In the event of any assignment, subletting, or sale, TENANT shall remain fully liable under this AGREEMENT.

(b) Any assignment, sublease or conveyance by LANDLORD of its interest in the Premises or the Facility shall be expressly subject to this AGREEMENT.

(c) LANDLORD hereby renews its consent to the sublease from TENANT to Bristol Trading International, LLC, dated January 20, 2010, as amended from time to time.

Section 14. Indemnity.

To the fullest extent permitted by law, TENANT shall at its own expense, defend, indemnify, and hold harmless the City of Portland, LANDLORD, their officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just and unjust, arising from injury or death to any person, property, or environmental damage sustained by anyone in and about the Fish Pier Complex or as a result of activities or service at the Fish Pier Complex, including, but not limited to, the intake and discharge of seawater by TENANT at the Fish Pier Complex, resulting from any act or omission of TENANT, its officers, agents, servants, employees, or persons in privity with TENANT, 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 the City of Portland or LANDLORD or in which the City of Portland or LANDLORD may be impleaded with other upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which LANDLORD is a party, LANDLORD shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of LANDLORD. Such obligation of indemnity and defense shall not be construed to negate or abridge any other right of indemnification or contribution running to LANDLORD which would otherwise exist.

Section 15. Insurance.

(a) TENANT shall provide at its own expense and keep in force during the Term, or any renewal thereof, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Maine, selected by TENANT, in the amount of at least $1,000,000.00 with respect to injury or death to any one person and $1,000,000.00 with respect to injury or death to more than one person in any accident or other occurrence, and $1,500,000.00 with respect to damages to property, naming any leasehold of Facility mortgagee as an additional insured thereon. TENANT agrees to deliver copies of certificates of such insurance to LANDLORD prior to the execution by LANDLORD of this AGREEMENT and thereafter not less than thirty (30) days prior to the expiration of any such policy. The amount of insurance required shall be subject to renegotiation at the close of every fifth (5^{th}) rental year, but shall not be less than the amount set forth herein.

(b) During the Term, TENANT shall keep Premises insured, to the extent of TENANT's insurable interest, for the benefit of TENANT and any mortgagee(s) against all risks, including earthquake and loss or damage by fire or flood, and customary extended coverage in an amount not less than eighty percent (80%) of the full insurable value of TENANT's insurable interest 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 the event of a loss. 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 hereinbefore provided. 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 LANDLORD should disagree with the valuation provided, it may have an appraisal performed at its own expense and the determination of such appraiser shall be binding upon the parties for the purposes of insurance valuation, and insurance coverage will be immediately increased in conformity therewith.

(c) During the Term, LANDLORD shall maintain insurance, or self-insure, against claims arising out of the use or condition of the Common Areas.

(d) 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 released the other from any and all claims with respect to such loss; 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 either 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.

Section 16. Destruction.

(a) If at any time during the Term, the Facility on the Premises shall be damaged or destroyed by fire or any other cause, to an extent in excess of fifty percent (50%) of its then insurable value, then TENANT shall have the right to terminate this AGREEMENT within thirty (30) days after the date of such damage or destruction. If such right is exercised by TENANT, this AGREEMENT shall expire when the Facility has been demolished or cleaned up in preparation for re-letting at the election of the LANDLORD, and insurance proceeds shall be distributed in accordance herewith.

(b) In the event of partial or complete destruction described herein which does not result in termination of the AGREEMENT as provided in the preceding subsection, rent for the Premises shall be abated in the same proportion of the dollar amount of damage to the Facility represents to the then-insurable value of the Premises, provided such figure exceeds ten percent (10%).

(c) Insurance proceeds paid because of damage to Facility shall be paid jointly to TENANT and the mortgagee(s) as co-insureds, and shall be applied to paying in full the cost of such restoration; or, in the alternative, to amounts due to mortgagee(s) secured by the Facility, with the surplus, if any, applied to the cost of demolition or clean-up of the remaining Facility.

(d) Any insurance proceeds left after termination under Paragraph (a) and satisfaction of said indebtedness and expenses of demolition or clean-up as aforesaid, shall be paid to TENANT. TENANT shall not be entitled to termination payments set forth in Section 25.

(e) Any appraisals required pursuant to this Section shall be conducted by an appraiser selected by LANDLORD from a list of three (3) appraisers from within the State of Maine selected by TENANT, each of whom shall be licensed by the State of Maine and have an MAI designation, unless the LANDLORD should accept a different qualification.

Section 17. Eminent Domain.

(a) If all or substantially all of the Premises shall be taken by the City of Portland for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof (hereinafter called a "total taking"), then this AGREEMENT may be terminated at the option of TENANT as of the date the possession has been taken with the same force and effect as if said date had originally been fixed herein as the expiration of the Term. For the purposes of this Section, and without limiting the generality of the foregoing, a total taking shall have occurred if as a result of any taking, there is a loss of thirty percent (30%) of the entire Premises. Notwithstanding such loss, TENANT may elect to continue in possession of the remainder of the Premises for the balance of the Term upon the same terms and conditions set forth herein, if it gives notice of such election to LANDLORD within thirty (30) days of the taking of possession by the public or quasi-public body. In the event this AGREEMENT is terminated pursuant to the provisions of this Section, the rental paid by TENANT to LANDLORD hereunder shall be equitably adjusted to the day TENANT is relieved of possession of the Premises.

In the event of a "total taking" under the City of Portland's municipal authority, resulting in the termination of this AGREEMENT, the City shall pay a condemnation award to TENANT as compensation for the loss of TENANT's leasehold interest. The amount of the award shall be the then fair market value of the leasehold taken, including leasehold improvements, if not removed by TENANT, as determined by an appraiser selected in accordance with the provisions of Section 16(e).

(b) In the event of a "total taking" by a governmental entity other than the City of Portland, resulting in the termination of this AGREEMENT, the parties hereto agree to cooperate in applying for and prosecuting any claims for such taking; and, further, agree that TENANT shall be entitled to collect from the taking entity the amount of compensation, if any, assigned by the taking entity to TENANT's interests in the leasehold. TENANT shall not be entitled to any termination payment from LANDLORD.

(c) In the event of a partial taking (which term partial taking shall include any purchase in lieu thereof), not resulting in the termination of this AGREEMENT, pursuant to the provisions of this section, LANDLORD shall, if requested in writing by TENANT, within ninety (90) days of the date of said taking, negotiate with TENANT regarding each party's financial responsibility for undertaking repairs to the portions of Facility on the Premises affected by such taking to the extent necessary to restore the same to usable condition taking into consideration the amount of land remaining and conditions existing after such taking. In the event of a partial taking under this section or an election to continue in possession pursuant to subsection (a), in addition to the condemnation award, the rental amount shall be reduced in proportion to the Premises taken. The amount of the condemnation award shall be determined in accordance with Section 17(a), including consideration of the value of leasehold improvements to the extent said improvements are affected by the partial taking.

(d) In the event of a taking for temporary use, this AGREEMENT shall continue unaffected, and TENANT shall be entitled to receive the entire proceeds apportioned to its leasehold interest from the date of such taking until the period of the taking shall end.

Section 18. [Intentionally omitted].

Section 19. Mortgages.

TENANT may mortgage its interest in this AGREEMENT and the Premises and Facility for the any reasonable business purpose, including but not limited of obtaining capital for improvements to the Facility or equipment on the Premises, subject to LANDLORD's prior written consent, which shall not be unreasonably withheld, and subject to the terms of this AGREEMENT. If LANDLORD should consent to such mortgage or mortgages, the following provisions shall apply:

(a) There shall be no cancellation, surrender, acceptance of surrender, or modification of this AGREEMENT, without the prior written consent of the mortgagee.

(b) LANDLORD shall, upon giving to TENANT any notice of default, termination, or any other notice under this AGREEMENT, simultaneously send a copy of such notice to the mortgagees of record, and no notice of such default or termination shall be deemed to affect such mortgagee's interest unless and until a copy thereof has been sent. The mortgagee shall thereupon have the same time within which either to remedy or cause to be remedied all the defaults complained of as is allowed to TENANT, and LANDLORD shall accept such performance by or at the instigation of the mortgagee as if such performance had been accomplished by TENANT.

(c) If LANDLORD should elect to terminate this AGREEMENT by reason of any default of TENANT, the leasehold mortgagee shall not only have and be subrogated to all rights of TENANT with respect to curing such default, but shall also have the right to postpone and extend the specified date of the termination of this AGREEMENT as fixed by LANDLORD in its notice of termination, for a period of not more than six (6) months, provided that:

i. within thirty (30) days after the date of notice of termination pursuant to Section 23, the mortgagee shall proceed to cure any then-existing default;
ii. mortgagee observes all the terms and conditions of the AGREEMENT as though it were the TENANT; and
iii. no further default shall accrue hereunder during such extended period.

(d) Upon foreclosure or assignment in lieu of foreclosure, TENANT's interest in this AGREEMENT may be assigned, with the consent of LANDLORD, provided that the Facility continues to be operated for the purposes provided in Section 9 and assignee is in the business of providing such uses. Any such assignment by mortgagee shall relieve mortgagee of any future obligation or responsibility thereafter accruing or arising under the terms of this AGREEMENT.

Section 20. Utility Easements.

TENANT shall have the right, at its own expense, to enter into reasonable agreements with utility companies, municipal corporations, and other governmental agencies to create easements in favor of such companies as are required in order to service the Premises. The location of such easements shall require approval of LANDLORD. LANDLORD will assist TENANT in obtaining permission to establish such easements.

Section 21. [Intentionally omitted].

Section 22. Default by LANDLORD.

(a) Incidents of Default. For purposes of this Section, events of Default by LANDLORD shall include only the following, provided that such Default materially affects TENANT's ability to operate the Premises as specified in Section 9:

1. Failure of LANDLORD to provide the Premises to TENANT for TENANT's quiet use and enjoyment, during the Term, without hindrance or molestation by LANDLORD or any person claiming by or through LANDLORD;

2. Lack of LANDLORD's power and authority to execute and deliver this AGREEMENT and to carry out and perform all covenants to be performed by it hereunder;

3. If, due solely to LANDLORD's action or inaction, the Premises should not be free from all encumbrances, liens, defects in title, leases, tenancies, and agreements, with the exception of those expressly stated in this AGREEMENT, and such burden adversely affects TENANT's business;

4. 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;

5. If LANDLORD should fail to perform or observe any term or condition contained in this Lease and not commence to cure such failure within fifteen (15) days after notice from TENANT thereof and promptly and diligently complete the curing of the same;

6. LANDLORD's failure to make the Fish Pier Complex site available for use as a Fish Pier;

7. TENANT's ouster from the Premises by any entity claiming ownership rights of the Premises; or

8. LANDLORD's failure to provide essential Common Area functions, including but not limited to bulkheads and navigational channel.

(b) Remedy for Default. If LANDLORD should be in Default under this Section, TENANT shall give LANDLORD written notice of such default and an opportunity to cure.

In the event LANDLORD fails or refuses to cure such Default within fifteen (15) days of notice, TENANT may proceed to cure LANDLORD's Default, provided TENANT shall give LANDLORD notice of its intent to cure on LANDLORD's behalf. TENANT may thereafter proceed to cure and deliver receipts and records reflecting the costs of cure. LANDLORD shall reply in writing as to its position on the reasonableness of the steps and costs of curing. TENANT shall be entitled to a credit towards its next subsequent rental obligation of the costs of curing which LANDLORD agrees are reasonable. All disputes arising under this subsection, including those as to the reasonableness of the costs of curing not resolved by mutual agreement, shall be resolved in the courts of the State of Maine.

In the alternative, if a Default hereunder continues for sixty (60) days, TENANT may, at its election, give LANDLORD written notice of such Default as aforesaid and its intention to terminate this AGREEMENT on a date specified in said notice, which date shall not be earlier than ten (10) days after the notice is given. If such Default has not been cured on the date so specified and with or without entry of LANDLORD, this AGREEMENT, the Term, and TENANT's rent obligations hereunder shall thereupon terminate.

In addition to the other remedies provided herein, in the event that LANDLORD fails to cure a Default within sixty (60) days of notice, TENANT may take whatever action, at law or in equity, may appear necessary or desirable to enforce performance and observation of any obligation or covenant of LANDLORD under this AGREEMENT.

(c) General provisions. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or any power may be exercised from time to time and as often as may be deemed expeditious; and, unless otherwise expressly provided herein, the exercise of any one right or remedy shall not impair the right of TENANT to any or all of the remedies.

Section 23. Default by TENANT

(a) Incidents of Default. For purposes of this Section, events of Default by TENANT shall include only the following:

1. TENANT fails to pay when due any amount or installment of Rent, or any other payments specified herein;

2. TENANT fails to observe or perform any material covenants, agreements, or obligations of this AGREEMENT;

3. There shall occur the dissolution of TENANT; or 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 relating 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 TENANT and the same is not stayed or discharged within sixty (60) days from such filing; or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against TENANT, or a receiver of the business or of the property or assets of TENANT is appointed by any court, except a receiver appointed at the insistence or request of LANDLORD; or TENANT makes a general or any assignment for the benefit of TENANT's creditors;

4. TENANT shall substantially abandon or vacate the Premises or fail to use the Premises or Facility for the purposes set forth in Section 9; or

5. TENANT shall use Premises or Facility for uses not set forth herein.

(b) Remedy for Default. If TENANT should be in Default under this Section, LANDLORD shall give TENANT written notice of such Default, and an opportunity to cure. Notwithstanding any other provision of this AGREEMENT, Defaults in the payment of Rent, including parking fees and additional payments, must be cured within thirty (30) days of the Notice of Default or this AGREEMENT and the Term thereof shall thereupon terminate in accordance with the provisions of Section 25.

LANDLORD may proceed to cure TENANT's Default provided LANDLORD shall give TENANT fifteen (15) additional days notice of its intent to cure on TENANT's behalf. LANDLORD may thereafter proceed to cure and deliver receipts and records reflecting the costs of cure. TENANT shall reply in writing as to its position on the reasonableness of the steps and the costs of curing. LANDLORD shall be entitled to reimbursement of those costs of curing which TENANT agrees are reasonable with TENANT's next subsequent rent. All disputes arising under this subsection, including those as to the reasonableness of the costs of curing, not resolved by mutual agreement shall be resolved in the courts of the State of Maine.

In the alternative, if a Default hereunder continues for sixty (60) days, LANDLORD may, at its election, give TENANT written notice of its intention to terminate this AGREEMENT on a date specified in said notice, which date shall not be earlier than ten (10) days after such notice is given. If such Default has not been cured on the date so specified, then with or without the entry of LANDLORD, this AGREEMENT and the term hereof shall thereupon terminate and LANDLORD may re-enter and take possession of the Premises and the Facility and TENANT shall forthwith surrender possession of the Premises. TENANT shall be, and shall remain, liable for all rental and other charges accrued hereunder to the date such termination becomes effective.

In that event, LANDLORD may, but shall be under no obligation to do so, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to LANDLORD (including the right to relet the Premises and Facility for a term greater or lesser than that remaining under the Lease Term, the right to relet the Premises and Facility as a part of a larger area, and the right to change the character or use made of the Premises and Facility). For the purpose of such reletting, LANDLORD may decorate and make any repairs, changes, alterations or additions in or to the Premises and facility that may be necessary or convenient. If the Premises and Facility should be relet and a sufficient sum should not be realized from such reletting (after paying all of the expenses of such decorations, repairs, changes, alterations, and additions, and the other expenses of such reletting, including, but not limited to, broker's commission), to satisfy the rent herein provided to be paid for the remainder of the Term, TENANT shall pay to LANDLORD on demand any deficiency.

In addition to the other remedies herein for Default, in the event TENANT fails or refuses to cure such Default within sixty (60) days of notice, LANDLORD may take whatever action, at law or in equity, may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of TENANT under this AGREEMENT.

(c) No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of LANDLORD to any or all of the remedies.

Section 24. Management of the Fish Pier Complex.

LANDLORD shall use its best efforts to provide for coordination of all activities and operations on the Fish Pier Complex to allow the orderly operation of business at the Complex.

Section 25. Rights of the Parties upon Termination and Expiration.

Upon expiration of termination of this leasehold under this Agreement, by TENANT pursuant to this Section, TENANT shall:

(1) have the opportunity to assign any remaining leasehold and sell in-place the Facility, and sell the leasehold improvements to successor the lessee, but only in accordance with all the terms of this AGREEMENT; or

(2) TENANT may remove any component part of the Facility in lieu of sale in-place in accordance with the provisions of this subsection. If TENANT removes any of its Facility from the Premises, it shall cause the remaining Facility and the Premises to be left in good repair and safe condition, and the Facility shall vest as the property of LANDLORD free and clear of encumbrances, and by virtue of this subsection, all such encumbrances shall be subordinate to LANDLORD's rights in the Facility, upon such payment, unless Maine law grants any such lienholder priority over the LANDLORD's rights and interests hereby created. If TENANT fails to leave the Facility in good repair and safe condition after the removal of any component part of the Facility, LANDLORD may cause the Facility to be in such condition on TENANT's behalf and shall within ninety (90) days of TENANT's removal, charge TENANT the expense for the same, which expense TENANT agrees to assume and pay; or

(3) offer to convey the leasehold improvements to LANDLORD, and proceed with such conveyance, but only upon mutually acceptable terms and conditions provided the same can be reached, within 30 days of the offer to convey; or

(4) if none of the above take place, the Facility shall vest as the property of LANDLORD free and clear of encumbrances upon payment of the fair market value of the Facility as of termination of the AGREEMENT, and by virtue of this subsection, all such encumbrances shall be subordinate to LANDLORD's rights in the Facility, upon such payment, unless Maine law grants any such lienholder priority over the LANDLORD's rights and interests hereby created. Such fair market value shall take into consideration the age and condition of the Facility, TENANT's removal of any portion of the Facility. Payment shall be made to TENANT upon the simultaneous submission of proof of discharge of all liens and mortgages on the Facility. Fair market value shall be determined by an appraiser selected in accordance with the provisions of Section 16(e). The selection of an appraiser, appraisal and payment shall be completed within ninety (90) days of the termination date.

Section 26. Force Majeure.

In the event LANDLORD or TENANT shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of riots, insurrection, the act, failure to act, or Default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the party asserting such delay notify the other in writing within thirty (30) days of the commencement of said delay, setting forth the nature and date of commencement of the delay, and any and all steps taken to mitigate the effect of such delay. If the delayed party fails to provide such written notice of delay within thirty (30) days of the commencement of the delay, the relief provided in this Section shall be deemed waived for the purposes of this AGREEMENT.

Section 27. [Intentionally omitted].

Section 28. Notices.

Every notice, demand, request, approval, consent or other communication authorized or required by this AGREEMENT shall be in writing and shall be deemed to have been properly given when delivered in hand or sent postage pre-paid by United States Registered or Certified Mail, return receipt requested, addressed as follows:

LANDLORD: Portland Fish Pier Authority
c/o Corporation Counsel
Portland City Hall
389 Congress Street
Portland, ME 04101-3509

TENANT: BRISTOL SEAFOOD, INC.
5 Portland Fish Pier
Portland, Maine 04101

Or such other persons or addresses as such party may designate by notice given from time to time in accordance with this Section. The rent payable by TENANT hereunder shall be paid to LANDLORD at the same place where a notice to LANDLORD is herein required to be directed.

Section 29. Governing Law.

This AGREEMENT and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine. Any proceeding for interpretation or enforcement of this AGREEMENT or arising out of performance of this AGREEMENT shall be brought in the courts of the State of Maine or in the U.S. District Court for the State of Maine.

Section 30. No Merger.

The fee title of the premises and the leasehold estate granted by this AGREEMENT shall not merge, but shall always remain separate and distinct notwithstanding the union of said estates either in TENANT or in a third-party by purchase or otherwise.

Section 31. Partial Invalidity.

If any term, covenant, condition, or provision of this AGREEMENT, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this AGREEMENT, 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, covenant, condition, and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

Section 32. Memorandum of Lease.

LANDLORD and TENANT agree not to record this AGREEMENT, 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 AGREEMENT and any such document shall expressly state that it is executed pursuant to the provisions contained in this AGREEMENT, and is not intended to vary the terms and conditions of this AGREEMENT.

Section 33. Entire AGREEMENT.

This AGREEMENT (including exhibits hereto) expresses the entire understanding and all agreements of LANDLORD and TENANT with each other, and neither LANDLORD nor 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, may be modified only by a written amendment approved by the governing bodies of both parties and signed by LANDLORD and TENANT.

Section 34. Parties.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this AGREEMENT shall bind and inure to the benefit of LANDLORD and TENANT and their respective successors, and assigns.

Section 35. Waivers.

Failure of 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 LANDLORD or TENANT at any time, express or implied, of any breach of any provision of this AGREEMENT shall be deemed a 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 36. Federal and state agreement.

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 LANDLORD which is required to bring either LANDLORD or the City into compliance with any labor regulation relating to the development and operation of its Fish Pier Complex project. TENANT may terminate this AGREEMENT if compliance with this Section would materially affect its ability to operate the Premises as specified in Section 9.

Section 37. Right to Enter and Inspect.

LANDLORD, by its authorized officers, employees, or agents, 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 reasonably practicable, to enter upon and in the Premises and Facility without charge to inspect the Premises and Facility to determine compliance with City ordinances and the terms of this AGREEMENT.

Section 38. Required Approvals.

Whenever the approval of the LANDLORD or TENANT is required hereunder, no such approval shall be unreasonably conditioned, delayed or withheld.

IN WITNESS WHEREOF, the Portland Fish Pier Authority has caused this AGREEMENT to be signed in its corporate name by Robert Elder, its President, thereunto duly authorized, and BRISTOL SEAFOOD, INC. has caused this AGREEMENT to be signed by Darrell Pardy, its President, thereunto duly authorized, as of the day and date first stated above.

WITNESS:

BRISTOL SEAFOOD, INC.

By: ______________________
Darrell Pardy, Its President

STATE OF MAINE
CUMBERLAND, ss.

DATE: October 12 2012

Personally appeared the above-named Darrell Pardy in his capacity as President of BRISTOL SEAFOOD, INC., and acknowledges this AGREEMENT to be his free act and deed and the free act and deed of BRISTOL SEAFOOD, INC.

Before Me,

NOTARY PUBLIC/ATTORNEY AT LAW
PRINT NAME: Jennifer Cyr
MY COMMISSION EXPIRES: 10/13/12

JENNIFER L. CYR
NOTARY PUBLIC
STATE OF MAINE
My Commission Expires Oct. 13, 2012

WITNESS:

____

PORTLAND FISH PIER AUTHORITY

By: ______________________
Robert Elder, Its President

STATE OF MAINE
CUMBERLAND, ss.

DATE: October 22, 2012

Personally appeared the above-named Robert Elder in his capacity as President of the Portland Fish Pier Authority and acknowledges this AGREEMENT to be his free act and deed and the free act in said capacity and deed of the Portland Fish Pier Authority.

Before Me,

____
NOTARY PUBLIC/ATTORNEY AT LAW
PRINT NAME: Lawrence C. Walden
MY COMMISSION EXPIRES: ________

O:\OFFICE\LARRY\Fish Authority Exchange or Waterfront\BRISTOL SEAFOOD LEASE.docx

EXHIBIT A

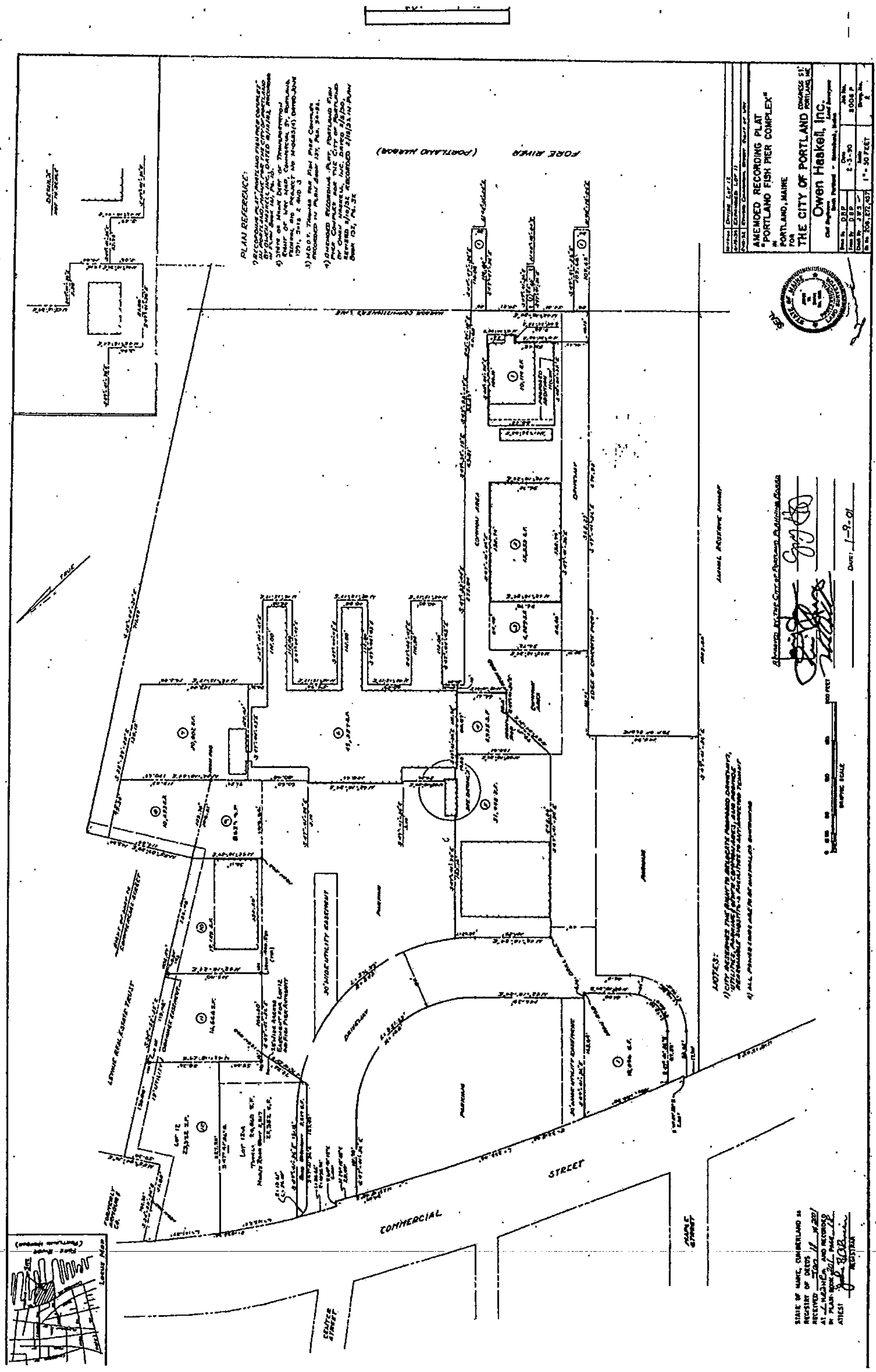

COMMERCIAL
STREET
FORE RIVER
(PORTLAND HARBOR)
AMENDED RECORDING PLAT
"PORTLAND FISH PIER COMPLEX"
PORTLAND, MAINE
THE CITY OF PORTLAND
Owen Haskell, Inc.

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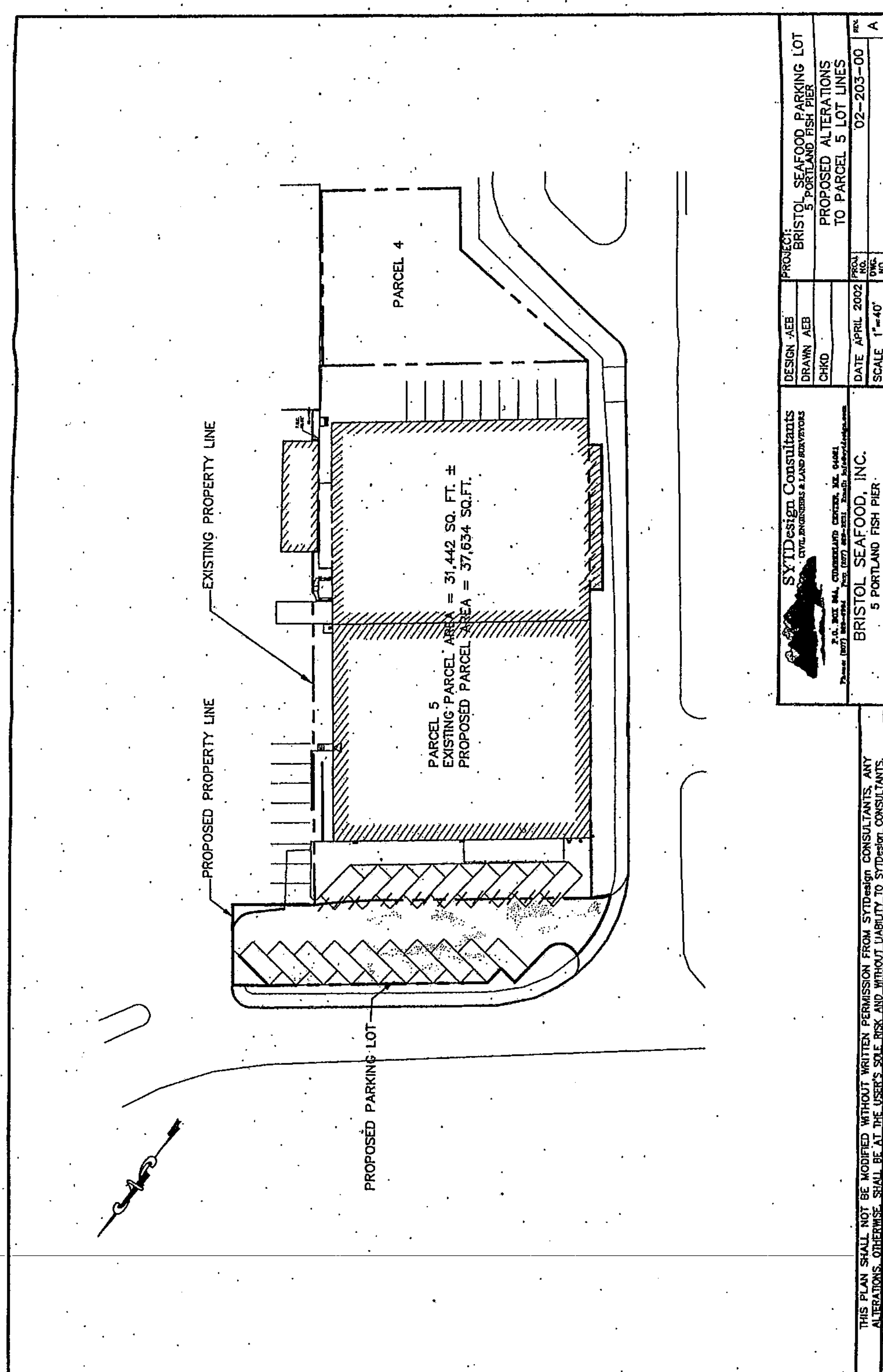
Exhibit B


PROJECT: BRISTOL SEAFOOD PARKING LOT
5 PORTLAND FISH PIER
PROPOSED ALTERATIONS TO PARCEL 5 LOT LINES
02-203-00
REV. A
DESIGN AEB
DRAWN AEB
CHKD
DATE APRIL 2002
SCALE 1"=40'
SYTDesign Consultants
CIVIL ENGINEERS & LAND SURVEYORS
BRISTOL SEAFOOD, INC.
5 PORTLAND FISH PIER
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SYTDesign CONSULTANTS. ANY ALTERATIONS, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SYTDesign CONSULTANTS.
PARCEL 4
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
PARCEL 5
EXISTING PARCEL AREA = 31,442 SQ. FT. ±
PROPOSED PARCEL AREA = 37,634 SQ.FT.
PROPOSED PARKING LOT