Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

Please Read	TY OF PORTLA	ND
Application And Notes, If Any, Attached	PERMIT	Permit Number: 070178 PERMIT ISSUED
This is to certify thatRSB_LIMITED_LIABII	LITY	
has permission toInstall one (1) hanging :	sign & ne (1) si valk si	MAR 1 3 2007
AT 129 COMMERCIAL ST		029 D00 001
provided that the person or person of the provisions of the Statutes the construction, maintenance a this department.	of line and of the familiance	ng this pe mit shall complyin ith all soft the City of Portland regulating res, and of the application on file in
Apply to Public Works for street line and grade if nature of work requires such information.	fication of inspect in must be a nandwaren permit on procult be re this adding or and there is adding or an additional formation of the second	A certificate of occupancy must be procured by owner before this building or part thereof is occupied.
OTHER REQUIRED APPROVALS		
Fire Dept.		

Health Dept.

Appeal Board ___

Other _____

Department Name

PENALTY FOR REMOVING THIS CARD

City of Portland, M	Iaine - Buil	lding or Use	Permi	t Applicatio	n Peri	mit No:	Issue Date	:	CBL:	
389 Congress Street, (07-0178			029 DC	001001
Location of Construction:		Owner Name:			Owner	Address:	<u></u>		Phone:	<u>-</u>
129 COMMERCIAL S	Т	RSB LIMITE			32 PY	A RD				
Business Name:		Contractor Name:		Contra	ctor Address:			Phone		
Crab Louie	_									
Lessee/Buyer's Name		Phone:			Permit	Type:				Zone:
Michael Keon		978-886-0873		Signs	Signs - Permanent				15-5	
Past Use:		Proposed Use:			Permit	Fee:	Cost of Wor	·k:	CEO District:	
Restaurant - "Ruby's Ch	noice"	Restaurant - "C				\$107.00	\$10	07.00	1	
		one (1) hanging sign & one (1) sidewalk sign		FIRE	DEPT:	Approved Denied	Use Gr	CTION: roup: Common (c	Hype: 5B	
								Use Group: Commerce type: 533 TBC 2003 Signature: 2m 3/9/07		
Proposed Project Description Install one (1) hanging	n:			ngerThan	_					
Install one (1) hanging	sign & one (1)) sidewalk sign	AU.	JU AO" N	Signatu			Signatu	ire: Im 3	19/07
			2000		PEDESTRIAN ACTIVITIES DISTRICT			RHCT ((P.A.D.)	
			سما	pao	Action	we of E \ Applo		「 ヽ 」 proved w	/Conditions	Denied
							\sim	,	2/2	127
			т		Signatu				Date: UZ	0101
Permit Taken By: Idobson		pplied For: 5/2007				Zoning	g Approva	al/		
1. This permit applica	ntion does not	preclude the	Spe	cial Zone or Revie	ews	Zoni	ng Appeal		Historic Pres	servation Z/2
Applicant(s) from a Federal Rules.		•		noreland		[Variance	ce		Not in Distri	ct or Landmar
2. Building permits do not include plumbing, septic or electrical work.		Wetland Flood Zone		Miscellaneous Conditional Use		Does Not Require Review Requires Review				
3. Building permits are void if work is not started within six (6) months of the date of issuance.										
False information r permit and stop all		a building	☐ Su	ubdivision		Interpre	etation		Approved	
			☐ Si	te Plan		Approv	ed		Approved w/	Conditions (
PERMIT	ISSUED	1	Maj [Minor MM	Th	Denied			Denied	,
		1 1	1.AK	wy	11	<u> </u>			2/10/	01
MAR 1	3 2007	1	Date:	->> 47	010	Date:	.	U	ate:	Ua
OLTY OF	PORTLAN	ח ו			•				1	
CITTOI	I OMILIM									
			(CERTIFICATI	ON					
I hereby certify that I am	the owner of	record of the na				osed work is	s authorized	by the	owner of recor	rd and that
I have been authorized b										
jurisdiction. In addition.										
shall have the authority t such permit.	o enter all are	as covered by su	ich perr	mit at any reasoi	nable ho	our to enforce	ce the provi	sion of	the code(s) ap	plicable to
such permit.										
SIGNATURE OF APPLICAN		_		ADDRES	<u> </u>		DATE		РНО)NE
RESPONSIBLE PERSON IN	CHARGE OF W	ORK, TITLE					DATE		PHO	NE

Location of Construction: Location of Construction: Downer Name: Crab Louie Lessee/Buyer's Name Michael Keon Proposed Use: Restaurant - "Crab Louie" Install one (1) hanging sign & one (1) sidewalk sign Proposed Use: Restaurant - "Crab Louie" Install one (1) hanging sign & one (1) Status: Approved with Conditions Reviewer: Deborah A Note: Reviewer: Marge Sch Note: Dept: Zoning Status: Approved with Conditions Reviewer: Marge Sch Note: 1) ANY exterior work requires a separate review and approval thru Historic Preservation District. 2) All sidewalk signs shall be removed when the business is closed or while any snow or the sign in any direction. All sidewalk signs shall be located near the curb rather than that a width no less than 4 1/2 feet of unobstructed sidewalk width perpendicular to major maximum width is 24 inches or less if needed for the 4.5 feet of unobstructed sidewalk is provided to 30" width to the 24" maximum or less, provided that 4.5 feet of sidewalk is provided to Dept: Building Status: Approved with Conditions Reviewer: Tom Mark Note:	Date Applied For:	CBL:
RSB LIMITED LIABILITY COMP 32 PYA RE	0178 02/15/2007	029 D001001
Business Name: Crab Louie Lessee/Buyer's Name Michael Keon Phone: 978-886-0873 Proposed Use: Restaurant - "Crab Louie" Install one (1) hanging sign & one (1) sidewalk sign Proposed Use: Restaurant - "Crab Louie" Install one (1) hanging sign & one (1) sidewalk sign Reviewer: Deborah A Note: Dept: Zoning Status: Approved with Conditions Note: Status: Approved with Conditions Reviewer: Marge Sch Note: ANY exterior work requires a separate review and approval thru Historic Preservation District. ANY exterior work requires a separate review and approval thru Historic Preservation District. All sidewalk signs shall be removed when the business is closed or while any snow or the sign in any direction. All sidewalk signs shall be located near the curb rather than the a width no less than 4-1/2 feet of unobstructed sidewalk width perpendicular to major of maximum width is 24 inches or less if needed for the 4.5 feet of unobstructed sidewalk and width perpendicular to major of maximum width is 24 inches or less if needed for the 4.5 feet of unobstructed sidewalk is provided to the 24" maximum or less, provided that 4.5 feet of sidewalk is provided to Dept: Building Status: Approved with Conditions Reviewer: Tom Mark Note:	ess:	Phone:
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Michael Keon 978-886-0873 Signs - Per Proposed Use: Restaurant - "Crab Louie" Install one (1) hanging sign & one (1) sidewalk sign Proposed Project Desc Install one (1) hanging sign & one (1) Install one (1) hanging sign & one (1) Proposed Project Desc Install one (1) hanging sign & one (1) Reviewer: Deborah A Note: Dept: Zoning Status: Approved with Conditions Reviewer: Marge Sch Note: ANY exterior work requires a separate review and approval thru Historic Preservation District. All sidewalk signs shall be removed when the business is closed or while any snow or the sign in any direction. All sidewalk signs shall be located near the curb rather than the a width no less than 4 1/2 feet of unobstructed sidewalk width perpendicular to major is maximum width is 24 inches or less if needed for the 4.5 feet of unobstructed sidewalk is 30 Based upon my conversation on 2/20/07 with Michael Keon, it is understood that the safe width to the 24" maximum or less, provided that 4.5 feet of sidewalk is provided to Dept: Building Status: Approved with Conditions Reviewer: Tom Mark Note:		
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30" width to the 24" maximum or less, provided that 4.5 feet of sidewalk is provided to Dept: Building Status: Approved with Conditions Reviewer: Tom Mark Note:	the building face. The side flows. For a single tenant	ewalk shall maintain
Note:		
	kley Approval I	Date: 03/09/2007
	_ <u>-</u>	Ok to Issue: 🗹
1) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.		
Application approval based upon information provided by applicant. Any deviation from	om approved plans require	es senarate review

and approrval prior to work.



Signage/Awning Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 127 DMERCIAL - J. CRETUAND WE 14/01				
Location/Address of Construction: A DMMERCIAN J. COSTUAND VE 1401 Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 37 A STREET SOUTH PORTLAND ME 04106 PROPERTY MANAGER				
0) Q D COI SOUTH PORTLAND ME 04106 PROPERTY MAMAGER				
Lessee/Buyer's Name (If Applicable) Contractor name, address & telephone: Per s.f. plus \$30.00/\$65.00 For H.D. signage = Total Fee: \$ Awning Fee= cost of work Total Fee: \$	•			
Who should we contact when the permit is ready: Michael Leon phone: 978-886-0873				
Lot Frontage (feet) Single Tenant or Multi Tenant Lot	ا ک افعان افعان			
Current Specific use: If vacant, what was prior use: Proposed Use: 1100 150 150 150 150 150 150 150 150 150				
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes No Dimensions proposed: Height from grade: 134 137 137 137 137 137 137 137				
Proposed awning? Yes No Is awning backlit? Yes No Height of awning: Length of awning: Depth: Is there any communication, message, trademark or symbol on it? Yes No If yes, total s.f. of panels w/communications, message, trademark or symbol: s.f. DEPT. CITY OF PORTION				
Is there any communication, message, trademark or symbol on it? Yes No S.f. of panels w/communications, message, trademark or symbol: s.f. OF BOF POT STATE OF				
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.				
Please submit all of the information outlined in the Sign/Awning Application Checklist.				
Failure to do so may result in the automatic denial of your permit.				
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov , stop by the Building Inspections office, room 315 City Hall or call 874-8703.				
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued. I confly that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable bour to enforce the provisions of the codes applicable to this permit.				
Signature of applicant: Date: 0 14.07				

This is not a permit; you may not commence ANY work until the permit is issued.



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Reallens

February 12, 2007

City of Portland, Maine

Congress Street

Portland, ME 04101

To Whom It May Concern:

Our Tenant, Michael Keon, at 127 Commercial Street in Portland, Maine is permitted to install any type of signage for his restaurant that is permitted by the City of Portland,

Maine.

Thank you,

Andrew P. Juris
Property Manager





Inspectional Services,

I am currently awaiting confirmation from Small Business Insurance Agency concerning a new liability policy. I have included a copy of a portion of my lease agreement that states that I have agreed to carry 2million in coverage. I spoke to a representative at SBIA and told her about my coverage requirements for this application and she assured me that the policy that we are currently processing will more than satisfy the conditions of my lease as well as the requirements of the city of Portland specifically listing the city as an insured for the amount of 400k. I am requesting that this application be accepted as is for now so as to start the process and when my policy with SBIA is completed I will bring to city hall a formal letter from them.

Thank you for your Consideration,

MICHAEL KEON 978 886 0873



542 Main Street P.O. Box 15022 Worcester, MA 01615-0022

February 14, 2007

Phone (508) 795-0635

www.sbia.com

MPK Corporation Crab Louie Attn: Michael Keon

127 Commercial Street Portland, ME 04104

Re: Workers Compensation Insurance

Dear Michael:

Thank you for taking the time to complete the Workers Compensation application. I have found one company that is definitely interested. St. Paul/Travelers and Hartford declined the WC. I have not heard back from Hanover yet. I will keep you posted.

Please take a moment to complete the enclosed WC application, and return it to our agency as soon as possible.

Please e-mail the information back to our agency at Spanwell splacom or fax it back to 508-798-5008.

Once we have this information, we will review with our insurance carriers and provide you with our proposal.

Thanks again and Happy Valentine's Day!

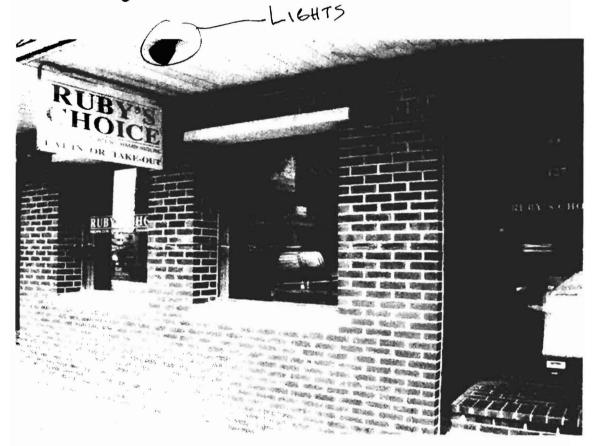
Sincerely

Sandra Maywell

Enclosure

BUSINESS FOR SALE

Ruby's Choice Restaurant



127 Commercial Street Portland, Maine

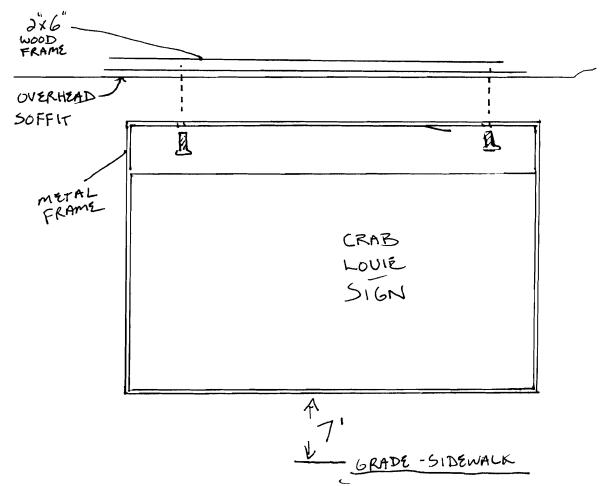
Presented By:

Akers Associates, Inc. 386 Fore Street Portland, ME 04101 (207)774-8300





36" X52" =1872"; 144 =13th per Application



A TWO SIDED LAMINATED SIGN ON WOOD. THE SIGN WILL WILL BE EXPENCIOSED IN A METAL MOUNTING BRACKET AND ATTACHED OVERHOOD WITH 5/8 INCH GALVANIZED LAG BOLTS. THIS WILL BE MADE AND ATTACHED BY A PROFESSIONAL AND LICENSED SIGN MAKING COMPANY WHICH I WILL BE CONTRACTING IN THE NEAR FUTURE. THE SIGN WILL BE ILLUMINATED WITH EXISTING EXTERNAL OVER HEAD LIGHT THAT ARE CONTROLLED FROM INSIDE

this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation of ar other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable fo and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or busines sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including th premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of any tenant of the building or of any employee c visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

17. TENANT'S LIABILITY INSURANCE TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve but in amounts not less than two million (\$2,000,000.00) dollars combined single limi with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY -EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the LANDLORD does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this lease or restore said premises within forty five (45) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. The LANDLORD shall have six (6) months from the day of damage in which to restore the TENANT'S leased space. If the LANDLORD fails to restore the leased space within the six (6) month time period the TENANT will be permitted to terminate the lease agreement with thirty (30) day written notice. Notwithstanding anything to the contrary, LANDLORD's obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof: or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT's property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for un-paid rent as it accrues and the LANDLORD will make reasonable effort to re-let the premises for the benefit of the TENANT. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described

MAINE COMMERCIAL ASSOCIATION OF REALTORS® COMMERCIAL LEASE (NET LEASE)

1. PARTIES

R.S.B. Limited with a mailing address of C/O Ely Associates, Inc., 37 A Street, South Portland, Maine 04106 ("LANDLORD"), hereby leases to Michael Keon with a mailing address of 161 Pine Street, Unit #4, Portland, Maine 04101("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain 930 +/- square feet along with the equipment described in Addendum B. The Premises are located at 127 Commercial Street, Portland, Maine together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM

The term of this lease shall be for five (5) years, unless sooner terminated as herein provided, commencing on February 1, 2007 and ending on January 30, 2011.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
<u>2/1/07-1/30/08</u>	\$ 24,000.00	\$ <u>2,000.00</u>
<u>2/1/08-1/30/09</u>	\$ 24,480.00	\$ <u>2,040.00</u>
<u>2/1/09-1/30/10</u>	\$ 24,969.60	\$ <u>2,080.80</u>
<u>2/1/10-1/30/11</u>	<u>\$ 25,469.04</u>	\$ <u>2,122.42</u>
<u>2/1/11-1/30/12</u>	<u>\$ 25,978.32</u>	\$ <u>2,164.86</u>

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: R.S.B. Limited, C/O Ely Associates, Inc., 37 A Street, South Portland, ME 04106. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION

So long as TENANT has not been in uncured default of this lease during the term hereof, TENANT shall have the option to renew this lease for two (2) additional five (5) year terms. In order to exercise TENANT's first option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	Annual Base Rent	<u>Monthly Rent</u>
2 <u>/1/12-1/30/13</u>	<u>\$26,497.92</u>	\$2,208.16
<u>2/1/13-1/30/14</u>	<u>\$27,027.84</u>	\$2,252.32
<u>2/1/14-1/30/15</u>	<u>\$27,568.44</u>	\$ 2,297.37
<u>2/1/15-1/30/16</u>	<u>\$28,119.72</u>	<u>\$2,343.31</u>
<u>2/1/16-1/30/17</u>	<u>\$28,682.16</u>	\$2,390.16

In order to exercise TENANT'S second option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term. The Landlord shall have thirty (30) days in which to agree to the renewal option, thus making the 2nd Renewal Option a mutual option. The Base Rent during the 2nd Renewal Option will be mutually agreed upon.

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount Two Thousand (\$2,000.00) dollars, which shall be held as a security for the Tenant's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.



Mary Sale Par

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Results 1-1 of about 5 for rubys choice near Portland, ME

To see all the details that are visible on the screen,use the "Print" link

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A-127 COMMERCIAL ST.





542 Main Street P.O. Box 15022 Worcester, MA 01615-0022

February 15, 2007

Phone (508) 795-0635

www.sbia.com

MPK Corporation Attn: Michael Keon 127 Commercial Street Portland, ME 04104

Re: Package policy quoted

Dear Michael:

As per our conversation, St. Paul/Travelers has been approved your policy as quoted.

The General Liability portion of your policy will, when purchased, include the Town of Portland, Maine as Additional Insured.

The General liability insurance limit is \$2,000,000 per occurrence and \$4,000,000 aggregate. The additional premium for this endorsement has already been included in the price quoted.

Please feel free to call me if you should have any questions or concerns or if you wish to purchase this policy. Please remember that coverage is not bound until applications have been completed and approved by St. Paul/Travelers.

Thank you.

Sandra Maxwell

