



Permitting and Inspections Department  
Approved with Conditions

09/05/2018

7/30/18

To City of Portland,

My name is Scot Herrigel and I am the owner or 38 Portland Street.

See attached for the lease agreement and I also am fully aware and give permission for the Maine Oyster Company to hang a sign outside the building.

Sincerely,

*Scot Herrigel*

Scot Herrigel



09/05/2018

STATE OF Maine  
COUNTY OF Cumberland

THIS LEASE made and entered into June 1st, 2018 between  
Scot Herrigel (Landlord) and John Herrigel (Tenant).

**WITNESSETH:**

Landlord does lease unto Tenant, and Tenant leases from Landlord the premises hereinafter referred to on the following stated terms and conditions all of which the parties hereto do hereby agree to, to wit:

1. **LOCATION AND SIZE.** The leased premises are located in the city of Portland and State of Maine and known and described as 38 Portland St. More particularly, the lease consists of approximately 1000 square feet.

2. **TERMS AND RENTAL.** The term of this lease is for a period of 5 years beginning June 1st 2018 and ending May 31st 2023. Possession shall be upon full lease execution.

**BASE RENT.** The following annual guaranteed base rent,  
\$ 0 payable in monthly installments of \$ 0 each of which shall be due and payable to Landlord in advance on the first day of each calendar month during terms of this lease. Notwithstanding anything herein to the contrary, Tenant shall pay all Rental when due and payable, without any setoff, deduction or prior demand therefore whatsoever. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such Landlord may accept such check, without prejudice to any other rights or remedies which Landlord may have against Tenant.

**RECORDS.** N/A

**RENT FOR FRACTIONAL PERIODS.** Both the guaranteed rental and the percentage rental (if any) for fractional periods at the beginning and end of the term of this lease, or resulting from an authorized abatement and rent or a change of Tenant's fiscal year, shall be equitable prorated on the basis of the guaranteed rental installments or of the annual percentage rental, as the case may be.

**MONTHLY PAYMENT BREAKDOWN.** Based on initial estimates for charges, monthly payment breakdown for months 1-12 as follows:

Guaranteed Base Rent	
Common Area Maintenance	
Taxes	N/A
Insurance	
Total	



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3. **SECURITY DEPOSIT.** With the execution of this lease by Landlord, Landlord acknowledges receipt of 0. The result of any early termination due to tenant default shall result in the forfeiture of any prepaid rent hereunder.
  
4. **COMMON AREA MAINTENANCE CHARGE.** Tenant's share of the common area costs and expenses shall be estimated at \$ 0 per month, payable in advance in equal monthly installments, together with the guaranteed rent hereinabove provided. In the event actual common area operation costs and expenses during any calendar year exceed the amount being paid by Tenant to Landlord as Tenant's share of common area costs and expenses, an additional amount will then be due which shall be determined by multiplying the additional common area maintenance expense of the shopping center by fraction, the numerator of which shall be the number of square feet hereinabove stated to be the area of the leased premises and denominator being the total square footage in the shopping center building, adjusted to Tenant's share of the calendar year applying to this lease. Landlord shall determine the amount of said additional common area maintenance cost and Tenant shall be furnished with a statement thereof within sixty (60) days after the end of each such calendar year. Tenant shall pay such amount to Landlord within thirty (30) days after receipt of such statement. All subsequent monthly installments paid by Tenant to Landlord for common area costs and maintenance shall thereafter be increased by one-twelfth of said amount. Tenant's proportionate share of any subsequent increases which exceed amount paid by Tenant to Landlord during the prior calendar year shall be paid in a like manner and the monthly installments for the next ensuing year adjusted accordingly. The term "common area costs and expenses" shall mean and include all amount paid or incurred by Landlord for operating, managing and maintaining the common area facilities of the Center in a manner deemed by Landlord reasonable and appropriate and for the best interest of the Center including, without limitation, all costs and expenses of: (a) operating, repairing lighting, cleaning, painting, and securing (including cost of equipment, and all employment taxes) the common areas of the Center; (b) paying all personnel employed on a part time basis or full time basis in the operating, maintenance or repair of the common area of the center; (c) removing rubbish and debris from the common areas of the Center; (d) replacement and maintenance of walkways, landscaping, roofs and lighting facilities; (e) Planting, replanting, and replacing flowers, shrubbery, and planters and the supplies required therefore; (f) all utilities used in connection with the operation of the common area facilities; (g) leasing or renting equipment used in connection with the operation and maintenance of common area facilities; (h) repairing and patching pot holes in the pavement as well as recapping the pavement; (I) maintenance of building exterior; (j) the establishment of reserves deemed by Landlord to be reasonable and appropriate; and (k) management of the shopping center not to exceed 5% of shopping center gross rentals.
  
5. **TAXES.** Tenant shall pay a proportionate share of all assessments or charges (hereinafter sometimes called "impositions") paid or incurred by Landlord during each calendar year for public betterment or improvements, ad valorem taxes, such (other than income taxes thereon) from time to time directly or indirectly assessed or imposed upon the Center and/or the portion of the land upon which it is situated, including all costs and fees paid or incurred by Landlord in contesting or in negotiating with the public authorities which the same shall be assessed. Tenant's proportionate share of said impositions shall be computed by multiplying the total sum of said impositions for the applicable period by a fraction, the numerator of which shall be the number of square feet hereinbefore stated to be the approximate area of the leased premises



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and the denominator of which shall be to the total leasable square footage in the shopping center tract.

Tenant's proportionate share of said Impositions shall be paid along with monthly installments of guaranteed base rent, common area maintenance charges and insurance, in advance in monthly installments estimated by Landlord and subsequently adjusted, resulting from the actual impositions exceeding (or falling short of) estimated payments. Tenant shall pay initially: \$N/A per month, the same being based on Landlord's estimate of such impositions at the commencement of the term. Monthly installments for each subsequent calendar year shall thereafter be estimated by Landlord at the beginning of each year on the basis of actual impositions for the preceding calendar year.

Within sixty (60) days of receipt of all the bills for such impositions for each such calendar year, Landlord shall deliver to Tenant a statement certifying the actual total amount thereof and the amount of Tenant's proportionate share thereof. Along with the installment of guaranteed rent and common area charges next due following receipt of each such statement, Tenant shall pay to Landlord such amount as may be necessary to effect adjustment of the amount paid of payable for the certified calendar year to the actual amount of Tenant's proportionate share of such impositions for such year. Landlord shall credit any excess payment made by Tenant against future installments to be paid by Tenant hereunder.

If the term of this lease shall begin or end on a date other than the first or last day of a calendar year, the first and/or final annual charges to Tenant with respect to the aforesaid impositions shall be prorated on a daily basis on the basis of a three hundred sixty-five (365) day calendar year.

The foregoing provision to the contrary notwithstanding, it is understood and agreed that any and all assessments or charges for public betterment or improvements, ad valorem real estate taxes or other taxes on business or personal property as such from time to time directly or indirectly assessed or improvement make to the premises by Tenant or under its direction or with respect to any property of Tenant shall reimburse Landlord for the same immediately upon receipt by Tenant of written demand therefore from Landlord.

6. **UTILITIES.** Tenant shall pay for all electricity, heat, excessive water/sewer, excessive trash removal, and other utility charges pertaining to the leased premises. Dumpster pads will be provided by Landlord and the dumpster trash receiver will be rented jointly by the Tenants to accommodate their trash removal. The number of pads will be determined by the Landlord and will be indicated on the site plan. Landlord reserves the right to bill tenant separately for water/sewer use (check meter), and/or trash removal.
7. **INSURANCE.** Tenant's proportionate share of Landlord's cost of maintaining all insurance including, without limitation, "All Risk", fire and extended coverage insurance including, general liability insurance, including rental loss insurance on the Center. Tenant's proportionate share of said insurance shall be computed by multiplying the total sum of said insurance for the applicable period by a fraction, the numerator of which shall be the number of square feet hereinbefore stated to be the approximate area of the leased premises and the denominator of which shall be to the total leasable square footage in the shopping center tract.

Tenant's proportionate share of said insurance shall be paid along with monthly installments of guaranteed base rent, impositions (real estate taxes) and common area maintenance charges, in advance in monthly installments estimated by Landlord and subsequently adjusted, resulting from the actual insurance bill/bills exceeding (or falling short of) estimated payments. Tenant shall



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pay initially: \$N/A per month, the same being based on Landlord's estimate of such insurance cost at the commencement of the term.

Monthly installments for each subsequent calendar year shall thereafter be estimated by Landlord at the beginning of each year on the basis of actual insurance cost for the preceding calendar year.

The Tenant hereby agrees to hold the Landlord harmless on account of any claims of any nature and kind arising out of the use and occupancy of said property; and in this connection the Tenant agrees to carry at its own expense, a Comprehensive Public Liability policy with limits of liability of \$2,000,000 combined single limits for one occurrence (bodily injury and property damage) and the Landlord. Tenant shall deliver a copy of said policy to Landlord together with evidence of full payment of premiums.

(Fire and Casualty Insurance). Tenant shall provide at its own cost sprinkler, fire, and extended coverage insurance on its own property, furniture, fixtures and equipment, and on all plate glass of the leased premises; and also on improvement and betterment so damaged or destroyed, and such insurance funds; and in the event such funds are not adequate, then the deficiency shall be made up by Landlord as to the premises as leased and delivered to Tenant, and by the Tenant as to all improvement and betterment made by it the leased premises.

In the event of partial destruction of the leased premises rendering them unsuitable for Tenant's business, the parties shall repair and restore the leased premises as quickly as practical and during such period of repair and restoration there shall be an abatement to Tenant of the Base Rent and the charge of "operating costs of maintaining the common areas" proportionate to the portion of the floor area of the leased premises rendered unsuitable for Tenant's business.

8. **COMMON AREA USAGE.** Tenant his employees and customers and invites when doing business with Tenant shall have the privilege of using parking spaces, driveways, and entrances of the aforesaid Shopping Center tract surrounding the leased premises in common with other Tenants thereof, and their employees and invites.
9. **PARKING.** Tenant and all of its employees agree to park in the "employee parking" area behind building (see Exhibit A).
10. **USE.** Tenant agrees that it will use the leased premises solely for the operation of Restaurant. It will not permit any other use thereof, either by change of use of additional use, without prior written consent of Landlord.
11. **OPERATING HOURS.** Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business in and at the premises. Tenant covenants to carry on continuously the business of Tenant during minimum business days and hours which are uniform in the Shopping Center or which are observed by the Tenant occupying most of the lineal front footage of the Shopping Center, but Tenant need not open before 7:00 A.M. even though other stores may do so. Tenant shall be excused from performing under the preceding sentence: (1) when prevented from doing so by strikes, fire, casualties or other causes beyond its control; and (2) for any other bona fide business reason for which it is not unusual for a business like Tenant's to close up shop temporarily. If Tenant's business involved and on premises consumption food operation, Tenant agrees to open for lunch and dinner each day.





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12. **MAINTENANCE AND REPAIR.** Tenant shall keep all interior portions of the building of the leased premises in good condition and state of repair making all necessary repairs and replacements therefore including but not limited to the plumbing, plumbing fixtures, wiring, any heating system and any air conditioning system, all glass and plate structural portion of the building exterior (exclusive of glass and plate glass) exterior areas and roof in good condition and state of repair.  
At the end of Tenant's lease term and before vacating the premises, Tenant will provide Landlord with written certification from an authorized HVAC unit at the end of Tenant's lease term. Tenant shall be responsible for all HVAC repairs under \$500 after year 1. Landlord will be responsible for all HVAC repairs during year 1.  
Landlord, at its sole option, is entitled to make any repairs or maintenance that are the responsibility of Tenant after demand upon the Tenant and Tenant's failure to conform to the requirements of this paragraph. If Landlord is required to make any such expenditure related to the maintenance or repair to the structural portion of the premises by reason of Tenant's negligent acts or omissions, Landlord may add cost of such repairs to the rent which shall thereafter become due.
13. **HOUSEKEEPING.** Neither Landlord nor Tenant shall permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in the leased premises nor in the Shopping Center which shall be likely to cause injury or damage to any person or property or to the leased premises or to the building, sidewalks, and pavements appurtenant to the leased premises. Neither Landlord nor Tenant shall permit or cause any noxious, disturbing or offensive odors, fumes or gases, or any smoke dust, steam or vapors, or any flashing or strobe lighting to originate in or to be emitted neither from the leased premises nor from the Shopping Center. Tenant shall keep the leased premises in a neat and orderly condition and shall keep the entryways and delivery areas adjoining the leased premises clean and free from rubbish and dirt. Neither Landlord nor Tenant shall burn or otherwise dispose of any trash waste, rubbish or garbage in or about the premises of the Shopping Center.
14. **ASSIGNMENT AND SUBLETTING.** This lease may NOT be assigned nor the leased premises or any portion thereof sublet without the prior written consent of the Landlord and in the event that such assignment is made or subletting is made, the Tenant shall remain bound with respect to all of its obligations under this lease, and any and all such assignees or subleases; by the acceptance of such assignment or sublease irrevocably appoint the name Tenant herein as their sole and exclusive agent for the purpose of receiving any notice from leased premises with Landlord, and in entering into any and all transactions with Landlord respecting the leased premises.
15. **LAWFUL OCCUPANCY.** The Tenant agrees that it will not, nor will its substitute, use the property for any unlawful purposes and that they will comply with all rules and regulation of the duly constitute authority in the use and occupancy of the property.
16. **RULES AND REGULATIONS.** Landlord may, from time to time, adopt, modify and/or rescind reasonable rules and regulations not in conflict with any of the express provisions hereof, governing the use of the parking areas by customers and employees, walks, driveways, signs, exteriors of buildings, storage and the general management and appearance of the Shopping Center; provided, however, that such rules and regulations shall apply uniformly to all



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Occupants of the Shopping Center, and provided further Tenant shall not unreasonably withhold or delay its approval thereof.

17. **SUBORDINATION.** Tenant understands and agrees that the leased premises are, or may be, subject to the lien of a deed of trust or mortgage made by landlord thereon, and that if called upon to do so Tenant will execute a recordable document, subordinating this lease to the lien of such deed of trust of mortgage. If the Landlord is in full compliance with the provisions of this lease, Tenant will, upon demand, without cost, executed the same. Landlord is hereby authorized to execute same as attorney in fact for the Tenant.
18. **DELIVERY OF PREMISES.** The Landlord shall deliver the leased premise's HVAC in good working condition in adequate amount to service the premises, otherwise the leased premises will be delivered to Tenant in as-is condition.
19. **RIGHT OF ENTRY.** The Tenant agrees that the Landlord, his agent or other representative shall have the right without abatement to rent, to enter into and upon such premises, or any part thereof, at all normal business hours for the purpose of examining or making repairs to same.
20. **DEFAULT.** In the event the Tenant shall fail to pay any rent due in accordance with the terms of this lease and such default shall continue for a period of ten (10) days after written notice is given; the Landlord, without prejudice to any other rights or remedies that it may have, shall have the right, immediately or at any time thereafter, to re-enter the leased premises, change the locks and remove all persons and property from the leased premises.

In the event the Tenants shall neglect to keep or perform any other covenant, agreement or condition of this lease or shall fail to conform to any of the building rules and regulations now in force or hereafter adopted by the Landlord, the Landlord shall give written notice of such default to the Tenant; and in the event that such default is not recertified within ten (10) days from the date of such notice, then the Landlord shall have the right to enter the leased Premises immediately or at any time thereafter, change the locks, and remove the Tenant. Tenant hereby waives all claims for damages which may be caused by the re-entry of the Landlord and save the Landlord harmless from any loss, cost or damage occasioned by Landlord thereby and no such re-entry shall be considered or construed to be a forcible entry. Should Landlord elect to re-enter the Leased premises as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this lease, re-let the premises or any part thereof on Tenant's account for such time or times and at such rental or rentals and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Leased premises, and the Tenant shall pay the amount of repairs to the Leased Premises, and the Tenant shall pay the amount of rent due under this lease to the date of the beginning of payment of rent pursuant to any such re-letting and the rent reserved in the lease. No such re-entry or taking possession of the leased Premises by the Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such re-letting without termination, the Landlord may, at any time after the occurrence of any default set out in this paragraph No. 20 elect to terminate this lease and may terminate it by giving written notice to that effect to the Tenant.

If the Landlord shall at any time terminate this lease on account of any default set out in this paragraph, in addition to other remedies it may have, it may recover from the Tenant all damage that it may suffer by reason of the termination of the lease, including, but not so limited to, cost of recovering possession of the Leased Premises and the excess, if any, of the amount of the rent and



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other amounts to be paid by the Tenant under the terms of the lease for the remainder of the stated term, over the then reasonable rental value of the premises for the remainder of the stated term.

21. **INDEMNITY.** All personal property placed on the demised premises, or any part thereof, shall be at risk of the Tenant or owners of such personal property and Landlord shall not be liable for any loss or damage to said personal property or to the Tenant for any cause whatsoever.
22. **BANKRUPTCY.** If Tenant or any assignee or Sub-Tenant of Tenant, or any guarantor of this lease becomes insolvent, or if any proceedings in bankruptcy, or under the Bankruptcy Act wherein it or any of them seeks relief as Debtor, or receivership, or like proceedings shall be instituted by or against any one or more of them, or if any one or more of them shall make an assignment for the benefit of the creditors, then in each and every case this lease shall, at the option of the Landlord, immediately terminate and the Landlord may immediately enter and resume possession of the Leased Premises and expel all persons and all property of others, excluding property of Landlord, therefore without prejudice to any other rights available to the Landlord. Tenant will have thirty (30) days to clear any receivership.
23. **SIGNS.** Tenant may erect and maintain within the existing exterior lit fluorescent pylon one identification sign. Such sign shall be made of Lexan/Plexiglass or other like material. Tenant shall submit to Landlord detailed drawing of its sign for review and approval by Landlord prior to erecting said sign. Tenant shall maintain such sign in good condition, repair and operating order at all times. During year 1 of lease term Tenant shall have the right to erect at Tenant expense an additional pylon sign. Said sign to be Landlord's property at lease end or termination, and is subject to all permitting by the city of Johns Creek.  
  
All signage must be approved in writing by Landlord and appropriate government agency (county and/or city). In addition all sign criteria must be strictly adhered to. Failure to do so shall be cause of default. Tenant shall have exclusive right to the "A" frame sign for six months after opening.
24. **ALTERATIONS.** Tenant shall not make alterations on or within the Leased Premises without the prior written consent of Landlord, which consent shall not be withheld without cause satisfactory to Landlord. All permanent improvements shall belong to Landlord.
25. **MECHANIC'S LIENS.** In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services of material performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharge or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional rental.
26. **FIXTURES AND EQUIPMENT.** The Tenant shall have the right and privilege upon the termination of this lease to remove from the premises all trade fixtures installed by it unless Tenant is in default, and in so doing Tenant shall repair all damage to said building that may have been caused by the installation or removal thereof; and it will surrender the demised premises in as good order and condition as the same were at the beginning of the term hereof. Ordinary wear and tear and damage by fire or other casualty beyond the





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control of the Tenant exception; provided, however, that any partitions of other additions or improvement in said building shall be and remain the property of the Landlord.

Tenant, may make chattel mortgages, conditional sale contracts and other financing arrangements with third parties respecting business fixtures and equipment located within the demised premises without further consent of Landlord, and such third parties may rely thereon. However, in the event that additional or further consent, waiver, or like writing is required from Landlord in this regard, Landlord reserves the right to make a charge for each of such; not to exceed \$250.00 in each instance.

In the event that this is terminated on account of default on the part of the Tenant, then and in such event any sublease held by Tenant respecting the Leased Premises shall immediately be deemed to be assigned to Landlord, and Tenant agrees to execute an appropriate document to more formally evidence such assignment.

27. **CONDEMNATION.** In the event that a portion of the Leased Premises is taken in Condemnation proceedings, this lease shall not terminate but continue in effect with the Base Rental to be reduced in the proportion that the amount of floor area so taken bears to the total floor area of leased premises; and should as much as fifty percent (50%) of the Leased Premises be so condemned, then each Landlord and Tenant shall have the option of canceling this lease; further, in the event of such condemnation, Tenant hereby waives in favor of landlord any and all claim it may have by reason of the taking of its lease, lease rights, or the taking of any position of the Leased Premises; tenant, however, reserving any rights or claims it may have in this regard respecting its own personal property.

28. **NOTICES.** Whenever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such not be deemed to have been given or served unless in writing and forwarded by registered or certified mail addressed as follows:

TO LESSOR:  
Scot Herrigel  
34 Oliver St  
Bath, ME 04530

TO LESSEE:  
Name John Herrigel  
Address 40 Hanover St, Portland, ME 04101  
Phone 207-650-5383  
SSN#

29. **FIRE LANE.** Any charge or levy made for water services for a fire protection water line (commonly called a "fire lane") to the Leased Premises shall be paid by Tenant; if such a charge or levy is made for such a common line serving premises in addition to Leased Premises, Tenant shall pay its proportionate share thereof in the proportion that the square foot floor area of the Leased Premises bears to the total square foot floor area serviced by such fire line.

30. **RENWAL OPTION.** N/A

31. **EXCULPATION.** At the commencement of this Lease, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and building comprising the Shopping Center of which the Leased Premises are a part for collection of any judgment (or other judicial process),



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requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any terms, covenants and conditions of this Lease to be observed and/or performed by Landlord. No other property or assets of landlord shall be subject to levy, execution, or other procedure for the satisfaction of Tenant's remedies, and there shall be absolutely no personal liability on the part of any individual members of Landlord or its successors whether general partners, limited partners or otherwise.

32. **LEGAL FEES AND INTEREST.** In addition to the foregoing if after default an attorney is employed to collect or enforce the momentary obligations evidenced by this Agreement or to assist the Landlord in connection of enforcement including reasonable attorney's fees and court costs.

The Tenant acknowledges that all charges are due and payable as required in the Lease and a late charge of one-and-half percent (1 ½%) per month, which is an annual percentage rate of eighteen percent (18%) will be charged by Landlord on all past due accounts.

33. **ODOR AND SOUND.** Tenant will be fully responsible for odors caused by its operation and will exhaust same so that it does not disturb any of the other tenants. Tenant will take all precautions necessary to insure that no disturbing noise penetrates its walls and that the hours of operation are such that the other tenants are not adversely affected. Lessee shall sound proof the walls between its premises and the adjacent shops, if necessary, at its own expense. Tenant will not permit loitering outside of the demised premises, due to the consumption of alcoholic beverages or any other causes, which will disrupt the normal flow of traffic on the common area or interfere, in any way with the other tenants from conducting their business. If Tenant fails to keep any of these covenants and such from Landlord to Tenant, the Landlord may call upon remedies afforded under Article 20, Default.
34. **HOLDING OVER.** No holding over after the regular termination of this lease shall be termed a renewal thereof, shall be tenancy at will and such occupancy shall be subject to the same conditions and covenants contained in this Lease except rent which shall be payable at a rental 110 % of the last years rental rate. This tenancy at will can be terminable by either party on sixty days (60 days) written notice to the other party.
35. **GOVERNING LAW.** This lease shall be construed in accordance with the laws of the State of GA and such laws shall govern the interpretation, construction and enforcement hereof.
36. **NO OPTION.** The submission of this Lease for examination does not constitute a reservation of, or option for the Leased Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.
37. **ACTUAL COMMENCEMENT.** It is agreed between the parties that this Lease and the term hereof actually commenced on the day of June 1st 2018.



Permitting and Inspections Department  
Approved with Conditions

09/05/2018

IN WITNESS WHEREOF the parties have caused document to be executed this day and year first above written.

**LANDLORD:**

*Scott Herrigel*

*6/1/18*

**TENANT:**

*[Handwritten signature]*

*6/1/18*





Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department  
Michael A. Russell, MS, Director

### Signage /Awning Permit Application

#### Building Information:

Exterior Length of façade of tenant space (ft): 20 Height of exterior façade (ft): 22  
 Lot frontage on street (ft): 25 This is a (select one):  Single Tenant Lot  Multi-Tenant Lot  
 If multi-tenant, this is a (select one):  Ground floor unit  Upper story unit  
 Current specific use: oyster bar If vacant, prior use: \_\_\_\_\_  
 Proposed use: \_\_\_\_\_

#### Information on EXISTING signs that will remain:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			

#### Information on PROPOSED signs:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>attached to building</u>			<u>48" wide + 36" high</u>	<u>9' to 13'</u>	

#### I hereby certify the following:

- I am the Owner of record of the named property, or the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent.
- I assume responsibility for compliance with all applicable statutes, codes, ordinances, rules and regulations.
- I understand that this application will not be reviewed for code compliance, and I certify that the proposed sign will be installed in accordance with the IBC 2009.
- I understand that if a Code Official determines that the sign has been installed in violation of any statute, code, or ordinance, that I am responsible for remedying the violation.
- If a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant: [Signature] Date: 8-4-16  
 This is a legal document and your electronic signature is considered a legal signature per Maine state law.





# CERTIFICATE OF LIABILITY INSURANCE



DAVID S. THORNTON  
08/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p><b>PRODUCER</b>  <b>Clark Insurance</b>                  1945 Congress Street, Bldg A                  PO Box 3543                  Portland, ME 04104-3543</p>	<p><b>CONTACT NAME:</b>                  PHONE (A/C, No, Ext): (207) 774-6257      FAX (A/C, No): (207) 774-2994                  E-MAIL ADDRESS: info@clarkinsurance.com</p>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<p><b>INSURED</b>   <b>MOC Raw Bar, LLC</b>                  38 Portland Street                  Portland, ME 04101</p>	<p><b>INSURER A : Patrons Oxford</b>      <b>NAIC #</b>                  28290</p> <p><b>INSURER B :</b>  <b>INSURER C :</b>  <b>INSURER D :</b>  <b>INSURER E :</b>  <b>INSURER F :</b></p>

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X		BO500577	08/09/2018	08/09/2019	<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 300,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table style="width: 100%;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below      N / A						<table style="width: 100%;"> <tr> <td>PER STATUTE      OTH-ER</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	PER STATUTE      OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Portland is an additional insured for General Liability with respect to the insureds operations.

<p><b>CERTIFICATE HOLDER</b>                   City of Portland                  389 Congress Street                  Portland, ME 04101</p>	<p><b>CANCELLATION</b>                   SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  <i>William R. Exley</i></p>
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Ann Machado <amachado@portlandmaine.gov>

Permitting and Inspections Department  
Approved with Conditions

09/05/2018

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## 38 Portland St. - Permit SIGN2018-00072

John Herrigel <johnherrigel@gmail.com>  
To: Ann Machado <amachado@portlandmaine.gov>

Tue, Sep 4, 2018 at 8:53 AM

Good day Ann and hope you had a great Labor Day weekend!

See attached for the application as well as the Certificate of Liability..sorry for the delay.

The sign will be attached in the same way that this photo in the initial submission shows.

The metal bar will have eye holes welded on and then the brackets that hold the metal arm as well as the metal plate for the wires will be lag bolted onto a framing beam on that exterior wall to ensure securely attached.

The sign is identical to that one shown in the initial submission also... wood and oyster shells for the oyster itself.

Just let me know if you need anything else and talk soon for sure!  
John

John Herrigel  
[www.MyMaineProperty.com](http://www.MyMaineProperty.com)  
Herrigel Group  
Portside Real Estate Group  
330 Forest Avenue  
Portland, ME 04101  
207-650-5383

"The Best Way to Create the Future is to Live in the Present"

[Quoted text hidden]


[Quoted text hidden]

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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### 2 attachments

 **18-19 GL - City of Portland.pdf**  
24K

 **Sep 4, Doc 1.pdf**  
419K