

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID RR COTTO-1	DATE (MM/DD/YY) 09/06/00
PRODUCER Turner Barker Insurance One India Street Portland ME 04101 Phone: 207-773-8156 Fax: 207-773-6647		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cottonberry Inc D/B/A Subway 1396 Washington Ave Portland ME 04103		INSURERS AFFORDING COVERAGE	
		INSURER A: Zurich Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PPS31465850	06/19/00	06/19/01	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
<input type="checkbox"/> DEDUCTIBLE					\$
RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E L EACH ACCIDENT \$
					E L DISEASE - EA EMPLOYEE \$
					E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Sign @ 6 Allen Avenue, Portland, ME

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
CITY001 City of Portland 389 Congress Street Portland ME 04101			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			Roberta Rumpf



DeLUCIA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

MEMORANDUM

TO: Rick Knowland - Planning
FROM: Chris Earle, Assistant Development Review Coordinator
DATE: October 12, 2000
RE: 39/41 Maggie Lane (Lot 5)

After reviewing site plans received on 10/11/00 the following questions are raised:

1. Sewer inverts – elevation at street 97.45 – elevation at structure 97.4?
 2. Abutting Lot #4 – wetland – has this been permitted and what impact will this have on Lot 5?
 3. Applicant should coordinate with earthwork contractor for location of curb opening for the driveway.
 4. Foundation drain – where will water go?
- c: Marge Schmuckal
Applicant

THE PORT OF PORTLAND, MAINE
2 PORTLAND FISH PIER
MARINE TRADE CENTER
SUITE 307
PORTLAND, ME 04101



CAPT. JEFFREY W. MONROE, DIRECTOR

JEFFREY PROGRAM MANAGER

FACSIMILE COVER SHEET

Date: 10/11/00

Attn: Sarah & Judy Harter Maue

Company: Blanning

Fax number: ~~766-8258~~ 874-8714

RE: Orth Atlantic

From: Judy Harter

Total number of pages, including cover sheet: 2

Please find the following information:

Per your request

For your review and comment

For your information

Please comment by: _____

Mr. Monro + Sarah
Attached is the contract for lot #2
requested we have a 1000 sq ft lot
down for every week until 11/15/00
lot #2.

You normally sell months in advance
for the 197 spaces that are available

Should you have any questions or difficulty regarding this fax, please call (207) 773-1613

PH: 207-773-1613 FAX: 207-773-0285

If you have any questions
Please call me. Harter, Judy

P.S. I did not count any spaces on the lot where N.A.
would go. ☺

PORTLAND FIS

FISH PIER TENANT	# SPACES	
SEA FRESH	0	7
DOUTY	8	5
BRISTOL	8	7
FISH EXCHANGE	0	6
TOTAL TENANT	16	25
PIER SPACES - CAR		13
LOT # 2		165
LOT # 2 EXTENSION		44
TOTAL FISH PIER SPACES		272
TENANT USE		
SEA FRESH		20
DOUTY		15
BRISTOL		20
FISH EXCHANGE		20
TOTAL TENANT USE		75
SPACES REMAINING		
FOR PUBLIC USE		197

RETAIL LEASE & SECURITY AGREEMENT

FACE PAGE

Date: July 11, 2000

LESSOR: C. N. BROWN COMPANY

Street Address: 1 C. N. Brown Way

City & State: South Paris, Maine

Zip Code: 04281

LESSEE: JEROME GRAVEL

31 Joe Langley Ct.

City & State: South Portland, ME

Zip Code: 04106

Leased Premises:

Street Address: 6 Allen Avenue

City & State: Portland, ME

Zip Code: 04101

LEGAL DESCRIPTION:

A certain parcel of real estate and the buildings located thereon situated in the City of Portland, County of Cumberland, and State of Maine at the intersection of Goodridge, Allen and Forest Avenues, as said parcel of land is more particularly described in a deed from Amoco Oil Company to seller dated May 9, 1980 and recorded with the Cumberland County Registry of Deeds in Book 4602, Page 66 (hereinafter referred to as the "Premises").

The provisions of this Lease are set forth under the titles captioned "Recitals," "Terms and Conditions," (Paragraphs 1 through 45), and in the Fixed Assets Ledger Form and Exhibit A, which are attached hereto and made a part hereof.

For the convenience of the parties and the simplification of the assembly of the terms of this Lease, the following information shall be applied to the corresponding paragraphs of this agreement. This and the following page(s) are deemed the "Face Page of the agreement.

1. TERM:

The term of this agreement commences on August 1, 2000 and terminates on July 31, 2005.

2. MONTHLY RENT: \$1,800.00 **

** Monthly rent starts 9/1/00

Page 1 of 26

Initialed by Parties:

CN Lessor
JG Lessee

(g) to pay the rent herein specified at the time when the same is due;

(h) to make no assignment of this lease in whole or in part, directly or indirectly, nor sublet the premises or any part thereof without the prior written consent of Lessor, which approval may be given or withheld at Lessor's absolute discretion, but subject to any applicable law to the contrary;

(i) to make no additions, changes or alterations to the structure of the buildings, improvements to be placed on the premises, and to make no repairs at the expense of Lessor without first obtaining Lessor's written consent;

(j) to maintain the premises and to maintain, repair or replace the improvements and equipment leased hereunder at Lessee's expense in their original condition, normal use and wear and tear excepted (Exhibit A attached hereto is a suggested schedule of maintenance for Lessee's reference, although Lessee may meet its obligations hereunder in a time and manner of its choosing provided current compliance herewith is maintained);

(k) to place no signs on the premises which do not relate to the retail business conducted thereon without first obtaining Lessor's written consent;

(l) to gauge underground tanks daily in order to prevent or discover water contamination, to maintain and reconcile inventory records daily for an indication of possible leakage from tanks or piping, and to comply with governmental statistical analysis record keeping requirements, and to advise Lessor promptly in writing of any indication of contamination or leakage;

(m) Lessee shall, at its own cost and expense, take good care of and make necessary repairs, structural and otherwise, to the interior of the demised premises, and the fixtures and equipment therein and appurtenances thereto, including the exterior and interior windows, doors and entrances, store fronts, signs, showcases, floor coverings, interior walls, columns and partitions, and lighting, heating, plumbing and sewer facilities, electrical equipment and air conditioning equipment;

(n) to quit and surrender peaceably and quietly to Lessor, its agent or attorney, possession of the premises at the expiration or other termination of this lease without further notice in as good order and condition, ordinary wear and tear and acts of God excepted, as when delivered to Lessee, and not to make or suffer any waste thereof, replacing or paying to Lessor the reasonable value of any damage to the premises or equipment occurring during the term of this agreement;

(o) in operating the premises, to render appropriate, prompt and efficient service to customers, to respond expeditiously to all complaints of such customers, making fair adjustments where appropriate, and to otherwise conduct the business in a fair and ethical manner;

Initialed by Parties:
CU Lessor
JS Lessee

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID RR COTTO-1	DATE (MM/DD/YY) 09/06/00
PRODUCER Turner Barker Insurance One India Street Portland ME 04101 Phone: 207-773-8156 Fax: 207-773-6647		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cottonberry Inc D/B/A Subway 1396 Washington Ave Portland ME 04103		INSURERS AFFORDING COVERAGE	
		INSURER A	Zurich Insurance Company
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS31465850	06/19/00	06/19/01	EACH OCCURRENCE	\$ 1000000							
					FIRE DAMAGE (Any one fire)	\$ 1000000							
					MED EXP (Any one person)	\$ 10000							
					PERSONAL & ADV INJURY	\$ 1000000							
					GENERAL AGGREGATE	\$ 2000000							
					PRODUCTS - COMP/OP AGG	\$ 2000000							
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="0" style="width:100%;"> <tr> <td style="width:50%; text-align: center;">WC STATU-TORY LIMITS</td> <td style="width:50%; text-align: center;">OTH-ER</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>	WC STATU-TORY LIMITS	OTH-ER	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E L EACH ACCIDENT	\$												
E L DISEASE - EA EMPLOYEE	\$												
E L DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Sign @ 6 Allen Avenue, Portland, ME

CERTIFICATE HOLDER CITY001 City of Portland 389 Congress Street Portland ME 04101	Y	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Roberta Rumpf
--	---	-------------------------------------	--

RETAIL LEASE & SECURITY AGREEMENT

FACE PAGE

Date: July 11, 2000

LESSOR: C. N. BROWN COMPANY

Street Address: 1 C. N. Brown Way

City & State: South Paris, Maine

Zip Code: 04281

LESSEE: JEROME GRAVEL

31 Joe Langley Ct.

City & State: South Portland, ME

Zip Code: 04106

Leased Premises:

Street Address: 6 Allen Avenue

City & State: Portland, ME

Zip Code: 04101

LEGAL DESCRIPTION:

A certain parcel of real estate and the buildings located thereon situated in the City of Portland, County of Cumberland, and State of Maine at the intersection of Goodridge, Allen and Forest Avenues, as said parcel of land is more particularly described in a deed from Amoco Oil Company to seller dated May 9, 1980 and recorded with the Cumberland County Registry of Deeds in Book 4602, Page 66 (hereinafter referred to as the "Premises").

The provisions of this Lease are set forth under the titles captioned "Recitals," "Terms and Conditions," (Paragraphs 1 through 45), and in the Fixed Assets Ledger Form and Exhibit A, which are attached hereto and made a part hereof.

For the convenience of the parties and the simplification of the assembly of the terms of this Lease, the following information shall be applied to the corresponding paragraphs of this agreement. This and the following page(s) are deemed the "Face Page of the agreement.

1. TERM:

The term of this agreement commences on August 1, 2000 and terminates on July 31, 2005.

2. MONTHLY RENT: \$1,800.00 **

** Monthly rent starts 9/1/00

Page 1 of 26

Initialed by Parties:

CW Lessor

JG Lessee

(g) to pay the rent herein specified at the time when the same is due;

(h) to make no assignment of this lease in whole or in part, directly or indirectly, nor sublet the premises or any part thereof without the prior written consent of Lessor, which approval may be given or withheld at Lessor's absolute discretion, but subject to any applicable law to the contrary;

(i) to make no additions, changes or alterations to the structure of the buildings, improvements to be placed on the premises, and to make no repairs at the expense of Lessor without first obtaining Lessor's written consent;

(j) to maintain the premises and to maintain, repair or replace the improvements and equipment leased hereunder at Lessee's expense in their original condition, normal use and wear and tear excepted (Exhibit A attached hereto is a suggested schedule of maintenance for Lessee's reference, although Lessee may meet its obligations hereunder in a time and manner of its choosing provided current compliance herewith is maintained);

(k) to place no signs on the premises which do not relate to the retail business conducted thereon without first obtaining Lessor's written consent;

(l) to gauge underground tanks daily in order to prevent or discover water contamination, to maintain and reconcile inventory records daily for an indication of possible leakage from tanks or piping, and to comply with governmental statistical analysis record keeping requirements, and to advise Lessor promptly in writing of any indication of contamination or leakage;

(m) Lessee shall, at its own cost and expense, take good care of and make necessary repairs, structural and otherwise, to the interior of the demised premises, and the fixtures and equipment therein and appurtenances thereto, including the exterior and interior windows, doors and entrances, store fronts, signs, showcases, floor coverings, interior walls, columns and partitions, and lighting, heating, plumbing and sewer facilities, electrical equipment and air conditioning equipment;

(n) to quit and surrender peaceably and quietly to Lessor, its agent or attorney, possession of the premises at the expiration or other termination of this lease without further notice in as good order and condition, ordinary wear and tear and acts of God excepted, as when delivered to Lessee, and not to make or suffer any waste thereof, replacing or paying to Lessor the reasonable value of any damage to the premises or equipment occurring during the term of this agreement;

(o) in operating the premises, to render appropriate, prompt and efficient service to customers, to respond expeditiously to all complaints of such customers, making fair adjustments where appropriate, and to otherwise conduct the business in a fair and ethical manner;